AMENDED 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, June 15, 2023, commencing at 5:00 p.m.

The amended agenda for the meeting is as follows:

Call to Order Invocation Flag Salute

- 1. Mayor's recognitions and updates.
- 2. Read a proclamation proclaiming June 19-25, 2023 as Amateur Radio Week.
- 3. Read a proclamation proclaiming June 26-July 4, 2023 as Liberty Week.
- 4. Consent Calendar.
 - a. Consider approval of a change order to a contract with Automation 'N Controls for additional services at the wastewater treatment plant.

BACKGROUND and RECOMMENDATION: The Water Services Department has a Professional Services Agreement with Automation 'N Controls for services rendered at the wastewater treatment plant. These services include the design and implementation of a new automation and controls system for the upgraded wastewater treatment plant, as well as some troubleshooting, maintenance, and replacement of existing SCADA components in the older portion of the plant. The PSA is for work to be completed in FY23. Additional services were required to maintain and replace existing SCADA components. Staff recommends approval.

b. Consider approval of a construction contract for the installation of irrigation lines on and near 1450 South and the construction of a replacement irrigation tank for the Existing Hidden Valley Tank.

BACKGROUND and RECOMMENDATION: The irrigation lines to be installed on 1450 South and 2780 East is the final connection needed to connect the Sandberg Pond Irrigation Zone to the Irrigation line in 3000 East. This will allow irrigation water to be served South along 3000 East to 2450 South. The existing Hidden Valley Steel Tank is undersized for and is a steel tank that requires extensive maintenance. Staff proposes building a new larger concrete tank that will be hidden behind the BAT Tank. Staff recommends approval.

c. Consider the approval of the fourth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for the South Taxiway and Apron project construction.

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: This project is for the South Apron and Taxiway Connector project construction phase. Staff recommends approval.

d. Consider approval of the fifth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for Reconstruction and Expand Terminal Apron Project.

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: AIP-45 Reconstruct and Expand Terminal Apron project - Construction Phase - grant was applied for and approved by Mayor Randall on March 6, 2023, however, the city has not yet received the grant award. This project will be for the reconstruction and expanding the terminal apron. Staff recommends approval.

- e. Consider approval of the minutes from the meetings held on May 2, 2023; May 4, 2023 work meeting; May 4, 2023 regular meeting; May 11, 2023 work meeting; May 11, 2023 regular meeting; May 18, 2023; May 25, 2023 joint RDA meeting; May 25, 2023; June 1, 2023; June 8, 2023 joint RDA meeting; and June 8, 2023.
- 5. <u>Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. No action is required.

6. <u>Public hearing to review and take public comment regarding the proposed transfers from Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2023-2024 budget.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. No action is required.

7. <u>Consider approval of a resolution amending and adopting fees for various services and recreational activities.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: Each year the City reviews its services and fees associated to ensure sufficiency of fee coverage. The City has recognized some areas where fee increases are necessary to cover related costs. Increased fees will become effective on July 1, 2023. Staff recommends approval of the resolution.

8. <u>Public hearing to receive input on the Fiscal Year 2023-2024 Budget and consideration of a resolution to formally adopt the Final FY 2023-2024 Budget.</u>

BACKGROUND and RECOMMENDATION: The preliminary Fiscal Year 2023-2024 City Manager Recommended Budget was presented during the May 4th City Council meeting and has been available on the City's website and in the City Recorder's Office. State Law requires at least one public hearing to receive citizen input before formally adopting the City's final annual budget, and also requires the budget be adopted on or before June 30th. This year the city will hold two public hearings to take citizen input. The first hearing

was held on June 1, 2023 and this hearing will be the second public hearing. This year the City Council held multiple full day work meetings on the FY 2023-2024 budget beginning with the Goals and Budget Retreats on February 9th and 23rd and ending with review of the preliminary Fiscal Year 2023-2024 City Manager Recommended Budget on May 18th. Tonight's item also includes consideration of amendments to the preliminary budget which if approved will be incorporated into the Final Fiscal Year 2023-2024 Budget. Staff recommends opening a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget and approval of the resolution to adopt the Final Fiscal Year 2023-2024 Budget, including amendments discussed and agreed to by the Mayor and City Council during tonight's meeting.

9. <u>Consider approval of a resolution adopting the tax rate for the 2023 tax year</u> (2024 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

BACKGROUND and RECOMMENDATION: State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2023 (FY 2024) the Certified Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023) Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

10. <u>Public hearing and consideration of a resolution to review and approve</u> amendments to the Fiscal Year 2022-23 Budget.

BACKGROUND and RECOMMENDATION: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

11. <u>Consider approval of a resolution naming Brian Jeppson as the representative and Bryan Dial as the alternate representative for UAMPS.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: Laurie Mangum is currently the representative and Brian Jeppson is currently the alternate representative. Since Ms. Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative. Staff recommends approval of the resolution.

12. Consider approval of an ordinance to change the zone from A-20 (Agricultural, 20-Acre Minimum Lot Size) to PD-R (Planned Development Residential) on approximately 15.97 acres located along Desert Canyons Parkway to allow for a single-family residential development. Case No. 2023-ZC-008

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. The Planning Commission held a public hearing and reviewed this item and recommended approval with no conditions with a vote of 4-0.

13. Consider approval of an ordinance amending and expanding an approved PD-R
(Planned Development Residential) on approximately 25.06 acres located along
Desert Canyons Parkway for the purpose of developing 142 single family homes
for a project to be known as Desert Reflections at Desert Canyons. Case No.
2023-PDA-007

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. This amendment is to create 142 lot single family residential subdivision on 25.06 acres. The Planning Commission reviewed this item and held a public hearing with no comments. The Planning Commission recommended approval with a vote of 4-0.

14. Consider approval of a preliminary plat for Desert Reflections at Desert Canyons, a 142-lot single family residential subdivision on 25.06 acres located along Desert Canyons Parkway. Case No 2023-PP-017

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: This is a proposed preliminary plat located in the Desert Canyons development for 142 single family lots on 25.06 acres. The Planning Commission reviewed the plat and recommended approval to the City Council with a vote of 4-0.

15. Consider approval of an ordinance to change the zone from R-1-40 (Single Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace Subdivision to allow for a 75-lot single family residential development. Case No 2023-ZC-003

BACKGROUND and RECOMMENDATION: In May of 2006 the General Plan was changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3 have been built. On May 4th of this year there was a General Plan Amendment that changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low Density Residential). The reason for this change and for the proposed zoning change is the city code was updated in 2019. With the changes to the code phases 4-7 of Tonaquint Heights could not comply. The applicant is requesting to change the zone to finish Tonaquint Heights Ph. 4-7. The Planning Commission held a public hearing and recommended approval with a vote of 5-0 and no conditions.

16. Consider approval of an ordinance amending an approved PD-R (Planned Development Residential) on approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario development agreement master plan with site plan and elevations and conditions of approval from the Planning Commission. Case No. 2023-PDA-004

BACKGROUND and RECOMMENDATION: In 2021, the City Council approved a zone change on the subject property from R-1-10 to PD-R. The proposed Planned Development was for 500 residential units. The applicant now desires to amend the layout of the site and the elevations of the buildings and reduce the number of units to 464 units. As such, the site is required to go through the PD amendment process. The Planning Commission held a public hearing on the request and recommended to forward a positive recommendation to City Council with a 6-0 vote.

17. Consider approval of a preliminary plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential subdivision on approximately 34.26 acres generally located southeast of the Gap Canyon Parkway and 1790 West intersection; zoning is PD-R (Planned Development Residential). Case No. 2023-PP-011

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: This preliminary plat is intended to accompany the PDA (Planned Development Amendment) for Circolo Villas. This property has not been properly subdivided, but this application will correct that by creating three legal lots. The Planning Commission held a public meeting and has forwarded a positive recommendation for the application with a 6-0 vote.

18. Consider approval of an amendment to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include six additional lots on approximately 2.49 acres located north of 2580 East at approximately 930 South in the R-1-10 Single-Family Residential zoning district. Case No. 2023-PP-018

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: A preliminary plat was approved on the subject property in December of 2018. At that time, it was thought that a city park would be developed on the property. Since that time, the park has been moved to the north and reduced in size freeing up the subject parcel. As such, the applicant would like to develop the property into six new residential lots. The Planning Commission held a public meeting and recommended approval of the application with a 6-0 vote.

19. Consider approval of a Hillside Development Permit to allow development on a portion of lot 3 of the existing Banded Hills subdivision; lot 3 is currently restricted due to potential rockfall hazard line. Case No. 2023-HS-005.

BACKGROUND and RECOMMENDATION: The applicant's desire is to be able to build a home on lot 3 that encroaches into the current area that is labeled as non-buildable. If the request for a hillside development permit is granted, the applicant will need to submit an amended plat to adjust the boundary of the no build area. The Hillside Committee and the Planning Commission both reviewed this item and recommended approval of the Hillside permit. The Planning Commission voted 6-0 for approval with no conditions.

- 20. Appointments to Boards and Commissions of the City.
- 21. Reports from Mayor, Councilmembers, and City Manager.

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

Christina Fernandez, City Recorder

Date

<u>REASONABLE ACCOMMODATION</u>: 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.

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

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- 4. Consent Calendar.
 - a. <u>Consider approval of a change order to a contract with Automation 'N</u>
 <u>Controls for additional services at the wastewater treatment plant.</u>

BACKGROUND and RECOMMENDATION: The Water Services Department has a Professional Services Agreement with Automation 'N Controls for services rendered at the wastewater treatment plant. These services include the design and implementation of a new automation and controls system for the upgraded wastewater treatment plant, as well as some troubleshooting, maintenance, and replacement of existing SCADA components in the older portion of the plant. The PSA is for work to be completed in FY23. Additional services were required to maintain and replace existing SCADA components. Staff recommends approval.

b. Consider approval of a construction contract for the installation of irrigation lines on and near 1450 South and the construction of a replacement irrigation tank for the Existing Hidden Valley Tank.

BACKGROUND and RECOMMENDATION: The irrigation lines to be installed on 1450 South and 2780 East is the final connection needed to connect the Sandberg Pond Irrigation Zone to the Irrigation line in 3000 East. This will allow irrigation water to be served South along 3000 East to 2450 South. The existing Hidden Valley Steel Tank is undersized for and is a steel tank that requires extensive maintenance. Staff proposes building a new larger concrete tank that will be hidden behind the BAT Tank. Staff recommends approval.

c. Consider the approval of the fourth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for the South Taxiway and Apron project construction.

<u>BACKGROUND and RECOMMENDATION:</u> This project is for the South Apron and Taxiway Connector project construction phase. Staff recommends approval.

d. <u>Consider approval of the fifth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for Reconstruction and Expand Terminal Apron Project.</u>

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<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. No action is required.

6. <u>Public hearing to review and take public comment regarding the proposed transfers from Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2023-2024 budget.</u>

BACKGROUND and RECOMMENDATION: The General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. No action is required.

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BACKGROUND and RECOMMENDATION: The preliminary Fiscal Year 2023-2024 City Manager Recommended Budget was presented during the May 4th City Council meeting and has been available on the City's website and in the City Recorder's Office. State Law requires at least one public hearing to receive citizen input before formally adopting the City's final annual budget, and also requires the budget be adopted on or before June 30th. This year the city will hold two public hearings to take citizen input. The first hearing

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9. <u>Consider approval of a resolution adopting the tax rate for the 2023 tax year</u> (2024 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

BACKGROUND and RECOMMENDATION: State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2023 (FY 2024) the Certified Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023) Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

10. <u>Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2022-23 Budget.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

11. <u>Consider approval of a resolution naming Brian Jeppson as the representative</u> and Bryan Dial as the alternate representative for UAMPS.

<u>BACKGROUND and RECOMMENDATION:</u> Laurie Mangum is currently the representative and Brian Jeppson is currently the alternate representative. Since Ms. Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative. Staff recommends approval of the resolution.

12. Consider approval of an ordinance to change the zone from R-1-12 (Single Family Residential minimum 12,000 sq. ft. lots) to PD-R (Planned Development Residential) on approximately 15.97 acres located along Desert Canyons Parkway to allow for a single-family residential development. Case No. 2023-ZC-008

<u>BACKGROUND and RECOMMENDATION:</u> The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved

amendments. The Planning Commission held a public hearing and reviewed this item and recommended approval with no conditions with a vote of 4-0.

13. Consider approval of an ordinance amending and expanding an approved PD-R
(Planned Development Residential) on approximately 25.06 acres located along
Desert Canyons Parkway for the purpose of developing 142 single family homes
for a project to be known as Desert Reflections at Desert Canyons. Case No.
2023-PDA-007

BACKGROUND and RECOMMENDATION: The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. This amendment is to create 142 lot single family residential subdivision on 25.06 acres. The Planning Commission reviewed this item and held a public hearing with no comments. The Planning Commission recommended approval with a vote of 4-0.

14. Consider approval of a preliminary plat for Desert Reflections at Desert Canyons, a 142-lot single family residential subdivision on 25.06 acres located along Desert Canyons Parkway. Case No 2023-PP-017

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: This is a proposed preliminary plat located in the Desert Canyons development for 142 single family lots on 25.06 acres. The Planning Commission reviewed the plat and recommended approval to the City Council with a vote of 4-0.

15. Consider approval of an ordinance to change the zone from R-1-40 (Single Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace Subdivision to allow for a 75-lot single family residential development. Case No 2023-ZC-003

BACKGROUND and RECOMMENDATION: In May of 2006 the General Plan was changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3 have been built. On May 4th of this year there was a General Plan Amendment that changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low Density Residential). The reason for this change and for the proposed zoning change is the city code was updated in 2019. With the changes to the code phases 4-7 of Tonaquint Heights could not comply. The applicant is requesting to change the zone to finish Tonaquint Heights Ph. 4-7. The Planning Commission held a public hearing and recommended approval with a vote of 5-0 and no conditions.

16. Consider approval of an ordinance amending an approved PD-R (Planned Development Residential) on approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario development agreement master plan with site plan and elevations and conditions of approval from the Planning Commission. Case No. 2023-PDA-004

BACKGROUND and RECOMMENDATION: In 2021, the City Council approved a zone change on the subject property from R-1-10 to PD-R. The proposed Planned Development was for 500 residential units. The applicant now desires to amend the layout of the site and the elevations of the buildings and reduce the number of units to 464 units. As such, the site is required to go through the PD amendment process. The Planning Commission

held a public hearing on the request and recommended to forward a positive recommendation to City Council with a 6-0 vote.

17. Consider approval of a preliminary plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential subdivision on approximately 34.26 acres generally located southeast of the Gap Canyon Parkway and 1790 West intersection; zoning is PD-R (Planned Development Residential). Case No. 2023-PP-011

<u>BACKGROUND and RECOMMENDATION:</u> This preliminary plat is intended to accompany the PDA (Planned Development Amendment) for Circolo Villas. This property has not been properly subdivided, but this application will correct that by creating three legal lots. The Planning Commission held a public meeting and has forwarded a positive recommendation for the application with a 6-0 vote.

18. Consider approval of an amendment to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include six additional lots on approximately 2.49 acres located north of 2580 East at approximately 930 South in the R-1-10 Single-Family Residential zoning district. Case No. 2023-PP-018

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19. <u>Consider approval of a Hillside Development Permit to allow development on a portion of lot 3 of the existing Banded Hills subdivision; lot 3 is currently restricted due to potential rockfall hazard line. Case No. 2023-HS-005.</u>

<u>BACKGROUND</u> and <u>RECOMMENDATION</u>: The applicant's desire is to be able to build a home on lot 3 that encroaches into the current area that is labeled as non-buildable. If the request for a hillside development permit is granted, the applicant will need to submit an amended plat to adjust the boundary of the no build area. The Hillside Committee and the Planning Commission both reviewed this item and recommended approval of the Hillside permit. The Planning Commission voted 6-0 for approval with no conditions.

June 9, 2023

- 20. Appointments to Boards and Commissions of the City.
- 21. Reports from Mayor, Councilmembers, and City Manager.
- 22. Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.

Christina Fernandez, City Recorde

<u>REASONABLE ACCOMMODATION</u>: 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, Amateur Radio operators have been in the forefront for over 100 years of the miracle of the human voice broadcast over the airwaves; and

WHEREAS, Amateur Radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

WHEREAS, Amateur Radio Operators have also provided countless hours of community services both in emergencies and to other local organizations throughout these decades; and

WHEREAS, Amateur Radio services are provided wholly uncompensated; and

WHEREAS, the City of St. George also recognizes the services that the Amateur Radio operator provides to Washington County; and

WHEREAS, these same individuals have further demonstrated their value in public assistance by providing radio communications at no cost to any city or county department for many events in the City, including over 25 years of communications to the St. George Marathon; and

WHEREAS, the ARRL is the leading organization for Amateur Radio in the USA; and the Dixie Amateur Radio Club is a supporting member of the ARRL, and

WHEREAS, the ARRL Amateur Radio Field Day exercise will take place on June 24-25, 2023 and is a 24-hour emergency preparedness exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications without further infrastructure being required; and

WHEREAS, the Dixie Amateur Radio Club has participated in the Field Day exercise continuously since 1985 and invite the public to join them at the Field Day site, this year located at the Dixie Sun Bowl Parking Lot.

Now, THEREFORE, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim June 19-25, 2023 as

AMATEUR RADIO WEEK

in the City of St. George, Utah.



Michele Randall, Mayor

PROCLAMATION

WHEREAS, United We Pledge was organized on June 14, 2021 in Washington County, Utah; and

WHEREAS, the organization was created to celebrate our shared responsibility and allegiance to the traditional American values of freedom, family, and faith and our duty to be constitutional, law-abiding citizens; and

WHEREAS, United We Pledge is dedicated to educating youth by building Liberty Village, an immersive destination for the public to learn principles from American history, the structure of government, and their responsibility to be good citizens; and

WHEREAS, United We Pledge presents a concerted effort to uphold positive feelings, traditions, and celebrations associated with the founding documents of the United States: The Declaration of Independence, Bill of Rights, and the U.S. Constitution, thus supporting the spirit of America; and

WHEREAS, leading up to Independence Day, United We Pledge celebrates the Declaration of Independence with a variety of events that include the Blueprints of Liberty Exhibit, the Blueprints of Liberty Golf Tournament, the Freedom Convoy, the Prayer For Freedom a Patriotic Service, the St. George City Parade, and the 4th of July Tribute to America Show at Greater Zion Stadium.

NOW, THEREFORE, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby join with community members in proclaiming June 26 – July 4, 2023 as

LIBERTY WEEK

in the city of St. George and call upon all citizens to observe this week by taking the time to recognize and acknowledge the positive impact that educating youth about and celebrating the creation of the Declaration of Independence makes on our City.

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 June, 2023.





Agenda Date: 06/15/2023 Agenda Item Number: 4a

Subject:

Consider approval of a change order to a contract with Automation 'N Controls for additional services at the wastewater treatment plant.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: Water Services Dept

Reference Number: N/A

Address/Location:

Wastewater Treatment Plant

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

The Water Services Department has a Professional Services Agreement with Automation 'N Controls for services rendered at the wastewater treatment plant. These services include the design and implementation of a new automation and controls system for the upgraded wastewater treatment plant, as well as some troubleshooting, maintenance, and replacement of existing SCADA components in the older portion of the plant. The PSA is for work to be completed in FY23. Additional services were required to maintain and replace existing SCADA components.

Staff Narrative (need/purpose):

Automation 'N Controls has worked with the City for the past 5 years to replace and upgrade our existing controls system and integrate a new controls system with the upgraded plant expansion. This change order covers additional costs associated with automation and controls work during FY23.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$34,300

Amount approved in current FY budget for item: \$50,000

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

funding source:

Costs covered with User Rates

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends approval of the Change Order (\$34,300) to the Professional Services Agreement with Automation 'N Controls.

PURCHASE ORDER CHANGE FORM

City Ordinance 1-10-B-4-F: Change Orders

- 1. All change orders must be approved by the Department Head, and then submitted to the Purchasing Manager prior to any requests for payment.
- 2. The accumulation of change orders exceeding ten percent (10%) of the original purchase order which meet the minimum conditions shall be approved by the applicable department head. Change orders that <u>do not</u> meet the following conditions must be approved by the City Manager:
 - a. The total amount resulting from the change order is less than the budget amount approved by the City Council; and
 - b. The change order does not significantly change the original scope of work.

| CHANGE REQUESTED BY: Ben Ford | Water Services |
|--|--|
| PURCHASE ORDER # 23-00324 | _ORIGINAL PO DATE: 11/04/2022 |
| VENDOR: Automation N Controls | |
| As outlined in Exhibit A of the REASON FOR CHANGE: the original amount. | original contract, the requested work exceeded |
| TYPE OF CHANGE: (PLEASE CHECK ONE) | |
| CHANGE ACCOUNT NUMBER | |
| Original Account Number | |
| Revised Account Number | |
| INCREASE OR DECREASE PURCHASE ORDER | |
| Original Purchase Order Total: | _{\$} 60,000.00 |
| Previous Purchase Order Total: (if PO has previously been changed, provide the total amo | \$ |
| Current Change Order Amount: | \$ 34,300.00 |
| Revised Purchase Order Total Amount: | \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
| CLOSE PURCHASE ORDER - | |
| Total Amount to be cancelled: | \$ |
| DocuSigned by: | |
| Scott Taylor Departmental signature 5/22/2023 | City Manager Signature (if required) |
| Departaments 5/22/2023 | City Manager Signature (if required) |

Exhibit A

St. George Wastewater Treatment Plant 2022/2023 SCADA Projects

09/13/2022

Total aggregate costs not to exceed \$60,000

Hourly Rate: \$140.00 /hr

Abstract:

Work Description:

Provide the following as directed by the City of St. George Water Services:

- RAS1: Update RAS / WAS equipment controls to mirror the new updates used in the RAS 2 equipment controls.
 - Update the Admin PLC with the new UDT's and code written for the RAS and WAS pumps in the RAS 2 building.
 - Update RAS/WAS automatic control and pump rotation.
 - Remove any un-used code/variables related to The RAS2 equipment from the Admin PLC.
 - Remove any unused code/variables related to the RAS1 equipment from the Admin PLC.
 - Coordinate iFix changes with the city Water Services HMI programmer.
- Gravity Thickener Transfer Pumps: Finish Transfer Pump Controls In Gravity Thickener Building
 - Work with city personnel to ensure pump controls design and installation will control transfer pumps properly
 - Make any necessary changes to electrical design and PLC programming.
 - Update Gravity thickener Schematics
 - Update Admin PLC Code.
 - Determine the viability of the originally installed Limitorque modulated gravity thickener isolation valves. These valves need to open and close to allow flow or block flow from the gravity thickeners through the transfer pumps to the solids holding tanks. The current situation allows for thickened sludge to slowly siphon from the gravity thickeners to the holding tanks without the pumps operating.
 - Coordinate iFix changes with the city Water Services HMI programmer.
- Utilities 2 Building:
 - Move all PLC control from the Admin PLC to the new RAS 2 PLC. This building provides utility water to the Headworks Sluices.

Remove all code/variables from the Admin PLC related to the Utilities 2 building.

Headworks:

- o Prepare the PLC code for removal of the Emerson Quick Panel + HMI.
- Coordinate the transfer for control from the Emerson Quick Panel + to iFix with City
 Water Services HMI programmer
- Remove any unused code in the PLC.

O UV Building:

- o Prepare the PLC code for removal of the Emerson Quick Panel + HMI.
- Coordinate the transfer for control from the Emerson Quick Panel + to iFix with City
 Water Services HMI programmer
- Remove any unused code in the PLC.

o Admin PLC

- Remove all unused code in the Admin PLC
- o Coordinate any items effecting the iFix HMI with City Water Services HMI programmer.

Reuse:

- Design and coordinate the controls related to the replacement of the VFD for pump 8.
- Program automated startup and shut off on the Reuse process as directed by City Wastewater maintenance personnel.

Maintenance Building:

- Update Electrical Control Schematics
 - Update SCADA control schematics to reflect all removed equipment. Including:
 - Old Headworks
 - Aeration Basin controls
- o Coordinate any items effecting the iFix HMI with City Water Services HMI programmer.

Solids Processing:

- Polymer Tanks Program the alarm buzzer and rotary lights, installed by City
 Wastewater Maintenance, to alarm on a programmable low level setpoint.
- o Integrate backup generator diesel tank level into the solids processing PLC.
- Coordinate any items effecting the iFix HMI with City Water Services HMI programmer.
- It is understood by the City Wastewater Treatment Plant management that this is a list of items that need to be completed. Automation N Controls will make reasonable efforts to complete the list in the allotted compensation in this document. However, it has been clearly communicated that the allotted amount may not cover all items in this document "Exhibit A". SG WWTP management has agreed when the allotted money is spent, that either items will be dropped for the FY 2022/2023 "Exhibit A" or an amendment to this agreement for additional funds will be applied for.

Costs are an estimate only and will be billed on an hourly basis, based on work actually performed.



Agenda Date: 06/15/2023 Agenda Item Number: 4b

Subject:

Consider approval of a construction contract for the installation of irrigation lines on and near 1450 South and the construction of a replacement irrigation tank for the Existing Hidden Valley Tank.

Item at-a-glance:

Staff Contact: Kade Bringhurst

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

1450 South and Hidden Valley

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

The irrigation lines to be installed on 1450 South and 2780 East is the final connection needed to connect the Sandberg Pond Irrigation Zone to the Irrigation line in 3000 East. This will allow irrigation water to be served South along 3000 East to 2450 South. The existing Hidden Valley Steel Tank is undersized for and is a steel tank that requires extensive maintenance. Staff proposes building a new larger concrete tank that will be hidden behind the BAT Tank.

Staff Narrative (need/purpose):

With the approval of the Irrigation Master Plan the City is in the process of upgrading or extending Irrigation piping and storage to areas that have the most need. This project will connect the new Red Cliff Temple and other developments along 3000 East to Irrigation Water. The replacement and upsizing of the Hidden Valley Tank will allow us to continue to connect additional projects to the tank.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: \$3,824,496.93

Amount approved in current FY budget for item: \$1,468,500

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

funding source:

Staff will reevaluate project lists and adjust the schedule and timing of other projects to make sure we have available funds to complete the project.

Description of funding source:

User Rates and Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.

BID TABULATION

St. George Bloomington Hills Irrigation Tank & Secondary Irrigation Project SC13 & SC14
PREPARED BY Alliance Consulting
PROJECT NO 4563-21

CLOSING DATE 5-9-2023

ALLIANCE CONSULTING A Planning and Engineering Firm Suite 201 Washington, UT 84780

t. 435.673.8060 f. 435.673.8065

| | Bloomington Hills Irrigation Tank & Secondary Irrigation Project SC13 & SC14 | | |
|---------|--|------|--|
| Bid No. | ltem | Inte | rstate Rock Products Total Price |
| 1 | Bloomington Hills Irrigation Tank | \$ | 3,332,050.46 |
| 2 | Secondary Irrigation Project SC13 & SC14 | \$ | 492,446.47 |

GRAND TOTAL \$3,824,496.93

ALLIANCE CONSULTING

BID TABULATION
Bloomington Hills Irrigation Tank

PREPARED BY Alliance Consulting

Project No. 4563 CLOSING DATE 5-9-2023 A Planning and Engineering Firm 2303 North Coral Canyon Blvd Suite 201 Washington, UT 84780 t. 435.673.8060 f. 435.673.8065



| | Base Bid Schedule No.1 Bloomington Hills Irrigation Tank | | | | |
|---------|--|--------|----------|--------------------------------|--------------------------------|
| No. | Item | Unit | Quantity | Interstate Ro Unit Price | ock Products Total Price |
| General | | l | | THE | THE |
| 1 | General Conditions/ Mobilization | LS | 1 | \$101,758.25 | \$101,758.25 |
| 2 | Traffic Control | LS | 1 | \$2,409.28 | \$2,409.28 |
| 3 | Clear & Grub | LS | 1 | \$19,543.05 | \$19,543.05 |
| 4 | Dust Control | LS | 1 | \$52,607.22 | \$52,607.22 |
| 5 | Pre-Construction Condition Documentation | LS | 1 | \$1,027.96 | \$1,027.96 |
| 6 | SWPPP & BMP Items. | LS | 1 | \$19,877.53 | \$19,877.53 |
| 7 | Earthwork/Rework/Import | LS | 1 | \$432,271.92 | \$432,271.92 |
| 8 | 18" D50 Rip Rap | SQ.FT. | 3,650 | \$5.25 | \$19,162.50 |
| 9 | 6" [Type II Gravel] Road Base | SQ.FT. | 7,520 | \$1.11 | \$8,347.20 |

| Water | | | | | |
|-------|---|--------|----|-------------|-------------|
| 10 | 16" DIP Class 51 Water Line & Locator Wire | LN.FT. | 80 | \$247.25 | \$19,780.00 |
| 11 | 12" DIP Class 51 Water Line & Locator Wire | LN.FT. | 60 | \$153.30 | \$9,198.00 |
| 12 | 16" 22.5 deg Bend | EACH | 2 | \$2,313.73 | \$4,627.46 |
| 13 | 12" 22.5 deg Bend | EACH | 2 | \$1,655.93 | \$3,311.86 |
| 14 | 10" Alpha FC Flange with 22.5 Bend | EACH | 1 | \$2,737.00 | \$2,737.00 |
| 15 | Rodent Screen #24 Mesh | EACH | 3 | \$1,594.40 | \$4,783.20 |
| 16 | Tie to exising Tank Water Lines (3 Locations) | LS | 1 | \$18.357.93 | \$18,357.93 |

Irrigation

| 17 | 12" PVC DR-18 C-900 Irrigation Line & Locator Wire (Purple Pipe) | LN.FT. | 680 | \$141.99 | \$96,553.20 |
|----|--|--------|-----|------------|-------------|
| 18 | 12" Irr Gate Valves | EACH | 2 | \$7,687.84 | \$15,375.68 |
| 19 | 12"x12" Tee | EACH | 1 | \$4,640.23 | \$4,640.23 |
| 20 | 12" IRR 45 Bend | EACH | 3 | \$1,773.29 | \$5,319.87 |

| | Base Bid Schedule No.1 Bloomington Hills Irrigation Tank | | | | |
|-----|---|------|----------|--------------------------------|--------------------------------|
| No. | Item | Unit | Quantity | Interstate Ro Unit Price | ock Products Total Price |
| 21 | 12" 22.5 Bend | EACH | 3 | \$1,691.87 | \$5,075.61 |
| 22 | 12" 11.25 Bend | EACH | 1 | \$1,671.16 | \$1,671.16 |
| 23 | Tie to existing Irrigation Line | LS | 1 | \$6,872.53 | \$6,872.53 |

1 Million Gal Irrigation Tank

| 24 | 1 Million Gallon Irrigation Tank with Pipes and Materials | LS | 1 | \$2,316,511.20 | \$2,316,511.20 |
|----|---|--------|-----|----------------|----------------|
| 25 | 6' Chainlink Fence with Barb Wire | LN.FT. | 400 | \$34.37 | \$13,748.00 |
| 26 | Demo Existing Irrigation Tank @ (End of Construction) | LS | 1 | \$120,838.96 | \$120,838.96 |
| 27 | Demo Existing Fence (Approx 510 feet) | LS | 1 | \$2,971.16 | \$2,971.16 |
| 28 | 2) 1-1/2" Conduit | LN.FT. | 375 | \$60.46 | \$22,672.50 |

TOTAL \$3,332,050.46

BID TABULATION

Secondary Irrigation Project SC13-SC14

PREPARED BY Alliance Consulting

Project No. 4563 CLOSING DATE 5-9-2023

22

Re-Stripe Roadways

ALLIANCE CONSULTING

A Planning and Engineering Firm 2303 North Coral Canyon Blvd Suite 201 Washington, UT 84780

> t. 435.673.8060 f. 435.673.8065



| | Bae Bid Schedule No.2 | | | | |
|----------------|---|--------------|----------|--|--|
| | Secondary Irrigation Project SC13-SC14 | | | | |
| No. | Item | Unit | Quantity | Interstate Ro Unit Price | ck Produc Total Price |
| enera | i I | | | | |
| 1 | General Conditions/ Mobilization | LS | 1 | \$23,265.91 | \$23,265 |
| 2 | Traffic Control | LS | 1 | \$27,929.28 | \$27,929 |
| 3 | Dust Control | LS | 1 | \$16,458.14 | \$16,458 |
| 4 | Pre-Construction Condition Documentation | LS | 1 | \$1,027.98 | \$1,027 |
| 5 | SWPPP & BMP Items. | LS | 1 | \$10,258.87 | \$10,258 |
| rigatio | 12" PVC DR-18 C-900 Irrigation Line & Locator Wire | | | ¢422.72 | ć07.63 |
| 6 | (Purple Pipe) | LN.FT. | 730 | \$133.73 | \$97,62 |
| 7 | 10" PVC DR-18 C-900 Irrigation Line & Locator Wire (Purple Pipe) | LN.FT. | 750 | \$122.76 | \$92,070 |
| 8 | 10" PVC DR-18 C-900 Irrigation Line & Locator Wire (Purple Pipe)v(Provided Pipe From St. George City) | LN.FT. | 800 | \$68.61 | \$54,888 |
| 9 | 12" Butterfly Valves | EACH | 4 | \$5,098.80 | \$20,39 |
| 10 | 12"x12" Tee | EACH | 1 | \$3,344.17 | \$3,34 |
| 11 | 20"x12" Reducer | EACH | 1 | \$2,705.35 | \$2,70 |
| 12 | 12"x10" Reducer | EACH | 1 | \$1,440.47 | \$1,440 |
| 13 | 12" 45 deg Bend | EACH | 6 | \$2,057.85 | \$12,34 |
| 13 | :0 4:08 2:0:14 | | | | |
| 14 | 12" 11.25 deg Bend | EACH | 2 | \$1,671.16 | \$3,34 |
| | | EACH EACH | 2 | \$1,671.16 \$1,682.64 | |
| 14 | 12" 11.25 deg Bend | | | | \$1,68 |
| 14 15 | 12" 11.25 deg Bend 10" 90 deg Bend 10" 45 deg Bend 10" 22.5 deg Bend | EACH | 1 | \$1,682.64 \$1,977.46 \$1,594.99 | \$3,342 \$1,682 \$7,909 \$3,189 |
| 14 15 16 | 12" 11.25 deg Bend 10" 90 deg Bend 10" 45 deg Bend | EACH EACH | 1 4 | \$1,682.64 \$1,977.46 | \$1,682 \$7,909 |

Remove and Replace Asphalt and Base (4" Asphalt/8" Base)

TOTAL \$492,446.47

\$3,612.00

\$6.01

11,300

SQ. FT.

LS

\$67,913.00

\$3,612.00



NOTICE OF AWARD

| To: Interstate Rock Products Inc. |
|---|
| Project: BLOOMINGTON HILLS IRRIGATION TANK & SECONDARY IRRIGATION PROJECT SC13 & SC14 Inquiry No.: 23-103 |
| The CITY has considered the BID submitted by you for the above described project in response to its Advertisement for BIDS and Information for BIDDERS. |
| You are hereby notified that your BID has been accepted in the amount of \$\frac{3,824,496.93}{\text{on the payment BOND}}\$, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you. |
| You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY. |
| Dated this day of, 20 <u>23</u> |
| City of St. George CITY |
| By |
| Name Michele Randall |
| Title Mayor |
| ACCEPTANCE OF NOTICE |
| Receipt of the above NOTICE OF AWARD is hereby acknowledged |
| By |
| this the day of, 20 |
| Name |
| Title |



Agenda Date: 06/15/2023 Agenda Item Number: 4C

Subject:

Consider the approval of the fourth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for the South Taxiway and Apron project construction.

Item at-a-glance:

Staff Contact: Richard Stehmeier Applicant Name: City of St George

Reference Number: N/A

Address/Location:

4508 S Airport Pkwy #1,

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

This project is for the South Apron and Taxiway Connector project construction phase.

Staff Narrative (need/purpose):

This project will complete the construction of the south apron and taxiway that will connect with Sandstone Aviation FBO (Fixed Base Operator).

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$448,666.18

Amount approved in current FY budget for item: \$5,300,000

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

The funding will come from a federal grant and PFC funds.

Description of funding source:

Federal BILs (Bilateral Infrastructure Legislation) grant and PFC funds. 91% will be paid by FAA and 9% will be paid by PFC funds. The BILs funds are awarded every year starting in 2021 and going for five years. The St George Regional Airport received approximately \$1.6 million per year, the first two years are combined for approximately \$3.2 million. We will pay the additional funds required for this project out of the aiprot restricted fund. Over the next three years, any funds spent on this project will be reimbursed from the BILs funds.

Recommendation (Include any conditions):

Staff recommends approval.

AMENDMENT NO. FOUR (4) TO CONTRACT DATED SEPTEMBER 23, 2021 BETWEEN JVIATION, A WOOLPERT COMPANY, LLC AND CITY OF ST. GEORGE

The Sponsor and Jviation agree to amend their contract for improvements to the St. George Regional Airport, St. George, Utah to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract as an additional service. The item covered by this amendment is described as follows:

South Apron and Taxiway (Construction Management)

The maximum estimated SPECIAL SERVICES engineering is as follows:

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART B - CONSTRUCTION INSEPCTION SERVICES

QUALITY ASSURANCE TESTING AGEC......Time and Materials of \$78,000.00 ENVIRONMENTAL SURVEY AND REPORT Terry HickmanLump Sum of \$1,500.00 D-701 PIPE INSPECTION TOTAL SUBCONSULTANT SERVICES Time and Materials of \$83,200.00 CONSTRUCTION ADMINISTRATION TOTAL CONSTRUCTION ADMINISTRATIONLump Sum of \$156,004.50 CONSTRUCTION COORDINATION AND FIXED FEE REIMBURSABLE COSTS Reimbursable Costs During Construction Coordination.......... Actuals Not to Exceed of \$15,647.00 TOTAL CONSTRUCTION COORDINATION AND FIXED FEE.....\$209,461.68

| TOTAL | \$448,666.18 |
|---|---|
| Method of payment shall be as follows: | |
| payments based upon the work performed ten percent of the fee shall be due and pay report have been completed, and when r | PECIAL SERVICES, the Sponsor agrees to make monthly by Jviation, up to 90 percent of the total contract. The final rable when the project final inspection and the construction eproducible Record Drawings have been submitted to the terminated. The Record Drawings and Construction Report ays from end of construction period. |
| All other terms and conditions of the original cont | tract shall remain in effect. |
| IN WITNESS WHEREOF, the parties hereto have 2023. | affixed their signatures this day of |
| SPONSOR: City of St. George | |
| Ву: | |
| Name: | |
| Title: | |
| JVIATION, A WOOLPERT COMPANY, LLC: | |
| Ву: | |
| Name: <u>Jason Virzi, PE</u> | |
| Title: Vice President | |

SCOPE OF WORK FOR

ST. GEORGE REGIONAL AIRPORT

St. George, Utah
AIP Project No. 3-49-0060-044-2023
South Apron and Taxiway - Phase II Construction

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated September 23, 2021, between City of St. George, Utah, and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$5,300,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of the construction administration phase, post-construction coordination phase, on-site construction coordination phase for the South Apron and Taxiway - Phase II Construction Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.

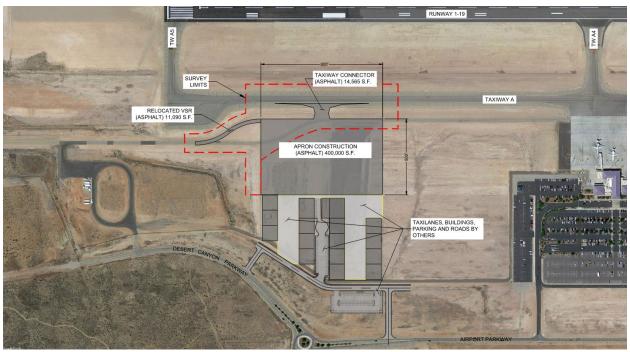


EXHIBIT NO. 1

DESCRIPTION

This project will consist of constructing a new aircraft parking apron and a new taxiway connector from Taxiway A to the apron. The apron will be 800-feet long by 500-feet wide. The existing vehicle service road will be realigned on the south side of the new apron. The apron and taxiway will provide airside parking and infrastructure for an FBO development. A second FBO has entered into an agreement with the Sponsor and has signed a lease on the property to the east of the new apron as shown on the project exhibit.

The engineering fees for this project will be **Part B-Special Services** which consists of the 1) construction administration phase, 2) post-construction coordination phase (invoiced on a lump sum basis) and, 3) on-site construction coordination phase. Also included are direct subcontract costs for quality assurance testing verification during construction, an environmental survey prior to construction start and post construction pipe inspections for Item D-701. The three Part B phases are described in more detail below.

1.0 Construction Administration Phase

- **1.01 Coordinate and Attend Meetings with the Sponsor and FAA.** Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed project schedule and review environmental component(s). It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the project construction.
- **1.02 Prepare Project Scope of Work and Contract**. This task includes establishing the scope of work. Fees shall be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.
- **1.03 Prepare Construction Contract and Documents**. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

- **1.04 Provide Project Coordination**. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:
 - Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
 - Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
 - The Project Manager will review progress reports weekly and monthly.
 - Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, Airport Improvement Program Construction Project Change Orders.
 - Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
 - Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field
 Personnel as necessary during construction. Specific tasks to be accomplished include providing
 secondary engineering opinions on issues arising during construction, maintaining project files as
 necessary and various other tasks necessary in the day-to-day operations.
 - The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.
- **1.05 Review Environmental Documentation**. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.
- **1.06 Coordinate Quality Assurance Testing**. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.
- **1.07 Prepare/Conduct Pre-Construction Meeting**. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.
- **1.08** Prepare/Submit Construction Management Plan. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.
- **1.09 Review Contractor's Safety Plan Compliance Document**. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.
- **1.10 Prepare Requests for Reimbursement**. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be eight RFRs for expenses incurred during the construction and closeout phase of the project.

1.11 Perform Site Visits During Construction. The Project Manager shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of ten site visits to the project.

| TASK 1 DELIVERABLES | TO FAA | TO SPONSOR |
|---|--------|------------|
| 1.01 Scoping Meeting Minutes and Schedule | ✓ | |
| 1.02 Construction SOW and Contract | ✓ | ✓ |
| 1.03 Issue Construction Plans, Specifications, and Contract Documents | ✓ | ✓ |
| 1.03 Notice of Award, Notice to Proceed, and Contract Agreement | ✓ | ✓ |
| 1.04 Change Orders/Supplemental Agreements | ✓ | ✓ |
| 1.04 Monthly Invoice and Monthly PSR | | ✓ |
| 1.04 Pay Request Review Documentation | | ✓ |
| 1.04 Quarterly Performance Reports | ✓ | ✓ |
| 1.04 Weekly/Monthly Reports | ✓ | ✓ |
| 1.07 Pre-Construction Agenda and Meeting Minutes | ✓ | ✓ |
| 1.08 Construction Management Plan | ✓ | ✓ |
| 1.09 Review and Approval of SPCD and Final SPCD | ✓ | ✓ |
| 1.10 Request for Reimbursement | ✓ | ✓ |

| TASK 1 MEETINGS/SITE VISITS | LO | CATION/ATTENDEES/DURATION |
|---------------------------------------|----|--|
| 1.01 Project Scoping Meeting | a) | St. George, Utah - One (1) Office Manager, one Senior |
| | | Consultant and one (1) Project Manager IV - Assume |
| | | two (2) hours via teleconference (1 meeting) |
| 1.07 Conduct Pre-Construction Meeting | b) | St. George, Utah - One (1) Project Manager IV and one |
| | | (1) Construction Manager II - Assume half day site visit - |
| | | Assume travel to/from the St. George Jviation office to |
| | | SGU for the meeting |
| 1.11 Perform Site Visits During | c) | St. George, UT - One (1) Project Manager IV - Assume |
| Construction | | half day site visit (10 site visits) with travel to/from the |
| | | St. George Jviation office to SGU for each site visit |

2.0 Post Construction Coordination Phase

2.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

2.02 Coordinate and Perform Final Surveys. The Engineer will perform an as-built survey that includes the following tasks:

The Engineer will submit all required as-built data of the apron and taxiway to the FAA Airports Data and Information Portal (ADIP) website in accordance with FAA AC 150/5300-18 (Current Edition), General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards. The Engineer shall create a Project on the ADIP system and upload the necessary files for acceptance in ADIP. This includes preparation of a project Statement of Work, Survey and Quality Control Plan, and Final Project Report that will be in compliance with ADIP submission standards and will be reviewed by the National Geodetic Survey (NGS). It is understood that

new airport imagery will not be required for this project. The As-Built Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.

- **2.03 Prepare Clean-up Item List**. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.
- **2.04 Conduct Final Inspection**. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.
- **2.05 Prepare Engineering Record Drawings**. The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.
- **2.06 Prepare Final Construction Report**. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.
- **2.07 Prepare DBE Uniform Report**. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.
- **2.08 Update and Modify Airport Layout Plan (ALP)**. The Sponsor will provide AutoCad files of the ALP sheets and the Engineer will update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the Sponsor and ADO for review. Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval and signature.
- **2.09 Summarize Project Costs.** The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| TASK 2 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------|----------|------------|
| 2.01 Final Testing Report | ✓ | ✓ |
| 2.02 ADIP Features | ✓ | ✓ |
| 2.02 As-Built Survey | ✓ | |
| 2.03 Clean-up List | ✓ | ✓ |
| 2.04 Punchlists | √ | ✓ |
| 2.05 Record Drawings | ✓ | ✓ |
| 2.06 Final Construction Report | ✓ | ✓ |
| 2.07 DBE Uniform Report | √ | ✓ |
| 2.08 Updated ALP | √ | ✓ |
| 2.09 Project Cost Summary | ✓ | ✓ |

| TASK 2 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------|--|
| 2.02 As-Built Survey | d) St. George, Utah - One (1) Surveyor - Assume full day site visit (1 site visit) - Assume travel to/from Denver, Colorado to St. George, Utah with two (1) overnight stays for Surveyor for the survey |
| 2.05 Conduct Final Inspection | e) St. George, Utah - One (1) Project Manager IV and one |
| | (1) Construction Manager II - Assume half day site visit |

| with travel to/from Jviation office to SGU for Project |
|--|
| Manager and Construction Manager |

3.0 On-Site Construction Coordination Phase

This phase will consist of providing one full time Construction Manager, supported by one full-time Field Engineer during paving operations. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 70 working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

3.01 Provide Resident Engineering. The Construction Manager and Field Engineer will work approximately 12 hours per day. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be 70 working days for the Construction Manager and 15 working days for the Field Engineer. It is assumed that the Contractor will work five (5) days a week during the construction period resulting in 70 working days.

The following tasks will be performed during the course of a typical day's shift during construction:

- a. Per FAA AC 150/5370-10 (Current Edition), Standard Specifications for Construction of Airports, the FAA requires a quality assurance and quality control workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production and/or placement issues.
- b. Review construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor for conformance with the project's Contract Documents. Submittals will either be approved, conditionally approved, or rejected and returned to the Contractor for their records and/or to make changes or revisions. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request.
- c. Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- d. Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- e. Prepare and process change orders.
- f. Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- g. Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.

- h. Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- i. Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records. The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- j. Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD.
- k. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- I. Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed. Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- **m.** Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

| TASK 3 DELIVERABLES | TO FAA | TO SPONSOR |
|---|----------|------------|
| 3.01a Coordinate and Attend Quality Assurance/Quality Control | √ | / |
| Workshop | • | • |
| 3.01b Coordinate Submittal Reviews | | ✓ |
| 3.01d Coordinate RFIs | | ✓ |
| 3.01e Change Orders | ✓ | ✓ |
| 3.01f Payroll Reviews | | ✓ |
| 3.01g Quality Assurance/Quality Controls Results Compilation | ✓ | ✓ |
| 3.01i Periodic Cost Estimates | ✓ | ✓ |
| 3.01l Weekly Reports | ✓ | ✓ |

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 1 and 2 Reimbursables are invoiced on a lump sum basis and Section 3 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project, but will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement

Item P-610 Concrete for Miscellaneous Structures

Environmental Survey and Report. A biological survey will be completed to identify presence/absence of threatened and endangered species and satisfy Federal regulations. The field visit will be performed under the direct supervision of the Engineer. A final report will be completed for each resource (biological) and provided to the FAA.

D-701 Pipe Inspections. Pipe inspections will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

- 1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage, per diem, and lodging will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate.
- 2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The details for the trips are included at the end of each phase above.
- 3. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
- 4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
- 5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
- 6. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
- 7. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.

RFV 2022.04W

St. George Regional Airport AIP Project No. 3-49-0060-044-2023 South Apron and Taxiway - Phase II Construction November 30, 2022

- FAA General Provisions and required contract language will be used.
- 8. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- n. Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- o. Submittals or deliverables in addition to those listed herein.
- p. If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- q. Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- r. Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- s. Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: St George Regional Airport
AIP NO.: 3-49-0060-044-2023

PROJECT: Construct South Apron and Taxiway - Construction

DATE: April 7, 2023



| FEE BREAKDOWN | | LABOR HOUR BREAKDOWN | | | | | | | | | | | |
|---|------------|--|-----------|--------------------------------|---------------------|--------------------|-----------------------------|--------------------------------|--------------|--------------|---------------------|---|------------------|
| | | TASK | | | | | | LABOR CATEGORY | | | | | |
| Labor Category Total Hours Billing Rate T. | Total Cost | | Principal | Engineer Program Director I | Senior Consultant I | Project Manager IV | Construction Manager III | Electrical Phase Manager IV | Engineer III | CADD Tech II | Project Coordinator | | Phase Item Costs |
| 1.0 Construction Administration Phase (Lump Sum) | | 1.0 Construction Administration Phase (Lump Sum) | | | | | | | | | | | |
| | | 1.01 Coordinate and Attend Meetings with the Sponsor and FAA | | 2 | 6 | 6 | | | | | | | \$ 3,700.00 |
| | | 1.02 Prepare Project Scope of Work and Contract | 1 | 2 | Ů | 8 | | | | | 4 | | \$ 3,455.00 |
| | | 1.03 Prepare Construction Contract and Documents | | | | 2 | | | | 6 | 6 | | \$ 2,040.00 |
| | | 1.04 Provide Project Coordination | | 20 | | 180 | 12 | 2 | | 8 | 12 | | \$ 57,140.00 |
| Construction Manager III 42 hrs. x \$ 195.00 /hr = \$ | 8.190.00 | 1.05 Review Environmental Documentation | | | | 2 | 4 | | | | | | \$ 1,290.00 |
| Electrical Phase Manager IV 2 hrs. x \$ 260.00 /hr = \$ | 520.00 | 1.06 Coordinate Quality Assurance Testing | | | | 2 | 4 | | | | | | \$ 1,290.00 |
| Engineer III 0 hrs. x \$ 175.00 /hr = | | 1.07 Prepare/Conduct Pre-Construction Meeting | | | | 6 | 6 | | | | | | \$ 2,700.00 |
| CADD Tech II 14 hrs. x \$ 120.00 /hr = \$ 1 | 1,680.00 | 1.08 Prepare/Submit Construction Management Plan | | | | 4 | 12 | | | | 4 | | \$ 3,900.00 |
| Project Coordinator II 58 hrs. x \$ 135.00 /hr = \$ | 7,830.00 | 1.09 Review Contractor's Safety Plan Compliance Document | | | | 2 | 4 | | | | | | \$ 1,290.00 |
| | | 1.10 Prepare Requests for Reimbursement | | | | 6 | | | | | 32 | | \$ 5,850.00 |
| | | 1.11 Perform Site Visits During Construction | | 12 | | 50 | | | | | | | \$ 16,230.00 |
| SUBTOTAL 427 hrs. SUBTOTAL \$ 98 | 8,885.00 | | | | | | | | | | | | |
| Reimbursables | | | | | | | | | | | | | |
| Auto Rental Day x \$ 85.00 /Day= | | | | | | | | | | | | | |
| | 524.00 | | | | | | | | | | | | |
| Lodging + Tax & Fees Day x \$ 115.00 /Day= | | | | | | | | | | | | | |
| Per Diem Day x \$ 59.00 /Day= | | | | | | | | | | | | | |
| Travel & Airline Costs Trip x \$ 500.00 /Trip= | | | | | | | | | | | | | |
| SUBTOTAL \$ | 524.00 | | | | | | | | | | | | |
| PHASE SUBTOTAL \$ 95 | 9,409.00 | TOTALS | | 36 | - | 268 | 42 | , | | 14 | 58 | | \$ 98,885.00 |
| PHASE SUBIUTAL \$ 95 | 5,405.00 | TOTALS | 1 | 30 | | 408 | 42 | | U | 14 | 38 | U | 3 98,885.00 |

| | | | 1 [| TASK | 1 | | | | | LABOR CATEGORY | | | | | | |
|---------------------------------|-------------------------|-------------------|-----|---|-----------|--------------------------------|--------------------|------------|-----------------------------|----------------|---------------------|----------------|-------------------------|--------------------|------------------|------------------|
| Labor Category | Total Hours Billing R | ate Total Cost | | | Principal | Engineer Program Director I | Project Manager IV | Planner IV | Construction Manager III | CADD Tech II | Project Coordinator | Survey Manager | Survey Phase Manager | Survey Party Chief | GIS Technican II | Phase Item Costs |
| 2.0 Post Construction Coordinal | ition Phase (Lump Sum) | | 2.0 | Post Construction Coordination Phase (Lump Sum) | | | | | | | | | | | | |
| Principal | 0 hrs. x \$ 295.00 /h | r = | 2.0 | 01 Prepare Final Testing Report | | | 6 | | 20 | | | | | | | \$ 5,430.00 |
| Engineer Program Director I | 8 hrs. x \$ 290.00 /h | r = \$ 2,320.00 | 2.0 | 02 Coordinate and Perform Final Surveys | | | 2 | | | | | 5 | 28 | 43 | 10 | \$ 11,675.00 |
| Project Manager IV | 38 hrs. x \$ 255.00 /h | r = \$ 9,690.00 | 2.0 | 03 Prepare Clean-up Item List | | | 2 | | 8 | | | | | | | \$ 2,070.00 |
| Planner IV | 12 hrs. x \$ 260.00 /h | r = \$ 3,120.00 | 2.0 | 04 Conduct Final Inspection | | 4 | 4 | | 4 | | | | | | | \$ 2,960.00 |
| Construction Manager III | 110 hrs. x \$ 195.00 /h | r = \$ 21,450.00 | 2.0 | 05 Prepare Engineering Record Drawings | | | 4 | | 12 | 24 | | | | | | \$ 6,240.00 |
| CADD Tech II | 24 hrs. x \$ 120.00 /h | r = \$ 2,880.00 | 2.0 | 06 Prepare Final Construction Report | | 2 | 12 | | 48 | | 16 | | | | | \$ 15,160.00 |
| Project Coordinator II | 28 hrs. x \$ 135.00 /h | r = \$ 3,780.00 | 2.0 | 07 Prepare DBE Uniform Report | | | 2 | | 12 | | 4 | | | | | \$ 3,390.00 |
| Survey Manager | 5 hrs. x \$ 235.00 /h | r = \$ 1,175.00 | 2.0 | 08 Update and Modify Airport Layout Plan (ALP) | | 2 | 2 | 12 | | | | | | | | \$ 4,210.00 |
| Survey Phase Manager | 28 hrs. x \$ 135.00 /h | r = \$ 3,780.00 | 2.0 | 09 Summarize Project Costs | | | 4 | | 6 | | 8 | | | | | \$ 3,270.00 |
| Survey Party Chief | 43 hrs. x \$ 120.00 /h | r = \$ 5,160.00 | 1 [| | | | | | | | | | | | | |
| GIS Technican II | 10 hrs. x \$ 105.00 /h | r = \$ 1,050.00 | 1 [| | | | | | | | | | | | | |
| : | SUBTOTAL 306 hrs. SUBTO | DTAL \$ 54,405.00 | 1 🗆 | | | | | | | | | | | | | |
| Reimbursables | | | П | | | | | | | | | | | | | |
| Auto Rental | Day x \$ 85.00 /D | lay= | | | | | | | | | | | | | | |
| Mileage | 100 Mi x \$ 0.655 /N | ni= \$ 65.50 | 1 🗆 | | | | | | | | | | | | | |
| Lodging + Tax & Fees | Day x \$ 115.00 /D | lay= | 1 [| | | | | | | | | | | | | |
| Per Diem | Day x \$ 59.00 /D | lay= | 1 [| | | | | | | | | | | | | |
| Travel & Airline Costs | Trip x \$ 500.00 /T | rip= | 1 [| | | | | | | | | | | | | |
| Survey Mileage | 1400 Mi x \$ 0.655 /N | /li= \$ 917.00 |] [| | | | | | | | | | | | | |
| Survey Lodging +Tax & Fees | 3 Day x \$ 115.00 /D | lay= \$ 345.00 |] [| | | | | | | | | | | | | |
| Survey Per Diem | 4 Day x \$ 59.00 /D | lay= \$ 236.00 | 11 | | | | | | | | | | | | | |
| Survey Supplies & Equip. | 41 Each x \$ 7.00 /E | ach= \$ 287.00 | 1 🗆 | | | | | | | | | | | | | |
| Survey Field Vehicle | 4 Day x \$ 85.00 /D | lay= \$ 340.00 | 1 🗆 | | | | | | | | | | | | | |
| Survey Travel & Airline | Trip x \$ 500.00 /T | | | | | | | | | | | | | | | |
| | SUBTO | | | | | | | | | | | | | | | |
| | PHASE SUBTOTAL | \$ 56,595.50 | 1 - | TOTALS | 0 | 8 | 38 | 12 | 110 | 24 | 28 | 5 | 28 | 43 | 10 | \$ 54,405.00 |

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| | | | | | TASK | | | | , | , | | LABOR CATEGORY | | | | | |
|---|---------------|---------------------|------------|------|--|----|-------------|--------------|---|---|---|----------------|---|---|---|---|------------------|
| | | | | | | C | onstruction | Construction | | | | | | | | | Phase Item Costs |
| | | | | | | N. | Manager III | Manager II | | | | | | | | | Phase Item Costs |
| Labor Category | Total Hours | Billing Rate | Total Cost | | | | | | | | | | | | | | |
| 3.0 On-Site Construction Coordination Pha | | | | 3.0 | | | | | | | | | | | | | |
| Construction Manager III | | 54.00 /hr = \$ | 45,360.00 | | Estimated Calendar Days from Scope of Work | | 98 | 21 | | | | | | | | | |
| Construction Manager II | 180 hrs. x \$ | 47.00 /hr = \$ | 8,460.00 | | Estimated Working Days/Week from Scope of Work | | 5 | 5 | | | | | | | | | |
| | | | | | Total Days Scoped for Resident Engineering | | 70 | 15 | | | | | | | | | |
| | | | | | Estimated Hours/Day from Scope of Work | | 12 | 12 | | | | | | | | | |
| | | | | 3.01 | Provide Resident Engineering | | 840 | 180 | | | | | | | | | \$ 53,820.00 |
| SUBTOTAL | 1020 hrs. | SUBTOTAL \$ | 53,820.00 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| Direct Labor Cost | | = \$ | 53,820.00 | | | | | | | | | | | | | | |
| Overhead (% of Direct Labor Cost) | | 199.73% = \$ | 107,494.68 | | | | | | | | | | | | | | |
| Total Labor Cost | | = \$ | 161,314.68 | | | | | | | | | | | | | | |
| Fixed Fee | | = \$ | 32,500.00 | | | | | | | | | | | | | | |
| | SUBT | OTAL PHASE LABOR \$ | 193,814.68 | | | | | | | | | | | | | | |
| | | | · | | | | | | | | | | | | | | |
| Reimbursables | | | | | | | | | | | | | | | | | |
| Auto Rental | 85 Day x \$ | 85.00 /Day= \$ | 7.225.00 | | | | | | | | | | | | | | |
| Mileage | 6400 Mi x \$ | | 4,192.00 | | | | | | | | | | | | | | |
| Lodging + Tax & Fees | | 115.00 /Day= \$ | 2,300.00 | | | | | | | | | | | | | | |
| Per Diem | | 59.00 /Day= \$ | 1,180.00 | | | | | | | | | | | | | | |
| Travel & Airline Costs | | 750.00 /Trip= \$ | 750.00 | | | | | | | | | | | | | | |
| | - 1.1. | SUBTOTAL S | 15,647.00 | | | | | | | | | | | | | | |
| | | | 15,047.00 | | | _ | | | | | | | | | | | |
| | PHASI | E SUBTOTAL \$ | 209,461.68 | | TOTA | us | 840 | 180 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 53,820.00 |

| | Contract Hours | | | | Phase Fee | Reimbursable Costs | Total Cost |
|--|----------------|----------|---|--------------|------------|----------------------|---------------|
| PART B - SPECIAL SERVICES (LUMP SUM) | | | | | | Kellibul sable Costs | |
| .0 Construction Administration Phase (Lump Sum) | 427 | | | Ś | 98,885.00 | \$ 524.00 | \$ 99,409,00 |
| .0 Post Construction Coordination Phase (Lump Sum) | 306 | | | s s | 54,405,00 | | \$ 56,595,50 |
| | 733 | | | SUBTOTAL \$ | 153,290.00 | \$ 2,714.50 | \$ 156,004.50 |
| | Contract Hours | | | Phase Fee | Fixed Fee | Reimbursable Costs | Total Cost |
| PART B - SPECIAL SERVICES (COST PLUS FIXED FEE) | | | | | | | |
| .0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee) | 1020 | | 5 | 161.314.68 S | 32.500.00 | \$ 15.647.00 | \$ 209,461,68 |
| , | 1020 | SUBTOTAL | Ś | 161,314,68 S | 32,500,00 | | |
| UBCONSULTANT 1 - Quality Assurance Testing | | | | | | | |
| IGEC | | | | | | | \$ 78,000.00 |
| | | | | | | | |
| | | | | | | | |
| UBCONSULTANT 2 - Environmental Survey and Report | | | | | | | |
| outhwest Aquatic and Terrestrial | | | | | | | \$ 1,500.00 |
| | | | | | | | |
| UBCONSULTANT 3 - D-701 Pipe Inspection | | | | | | | |
| pert Pipe Services | | | | | | | \$ 3,700.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | SUBTOTAL | \$ 83,200.00 |
| | | | | | | | |
| | | | | | | | |

^{*}For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

Page 2 of 2 Rev. 01:20:23



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH JUIATION

This Agreement is made and entered into this 23rd day of September, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Jviation, with offices at 35 S. 400 W, Suite 200, St George, UT 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including Acquire airport equipment (ARFF, SRE, Vehicles, etc.), Pavement Preservation - Airside and Landside, Design and Construct Parallel Taxiway "B" and connectors, Safety Area Grading, Design and Construct additional Rental Vehicle Parking s;aces and a Rental Car Wash Facility, Design andConstruct a SRE Building, Design and Construct a Terminal Park Lot Expansion for the St. George Municiple Airport Project for the St George Regional Airport Project (hereinafter called the PROJECT); and

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

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

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

1. EMPLOYMENT OF CONSULTANT.

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

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

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 40% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

- described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

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

5. <u>INVOICING, PAYMENT, NOTICES.</u>

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a

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

6. CHARGES AND EXTRA SERVICE.

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
- 7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

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

9. <u>ACCURACY AND COMPLETENESS.</u>

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

10. INDEPENDENT CONTRACTOR.

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

11. <u>INSURANCE.</u>

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and

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

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

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
- iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:

- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. INDEMNITY AND LIMITATION.

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under

this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

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

15. **TERMINATION.**

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

- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
- 16. <u>CONFLICT BETWEEN DOCUMENTS.</u> In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
- 18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
- 19. NOTIFICATION. All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George CONSULTANT: Jviation

175 East 200 North 35 S. 400 W. Suite 200 St. George, Utah 84770 st George, UT, 84770 Attention: Richard Stehmeier Attention: Kirk Nielsen, PE

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. <u>LEGAL FEES.</u> Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 22. MODIFICATION OF AGREEMENT. CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
- 23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
- 24. <u>SUCCESSORS AND ASSIGNS.</u> 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. <u>INTEGRATION</u>. 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.

- SEVERABILITY. If any part or provision of this Agreement shall be determined to be 27. unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
- 29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

| CITY: CITY OF ST. GEORGE | OWNER: JVIATION | | | | |
|---|--|--|--|--|--|
| Middle Kandall 47088888787Randall, Mayor | Link Mulsun 80 Rink Andrew PE | | | | |
| Attested: | Approved as to form: | | | | |
| Docusigned by: Christina Fernandez | Docusigned by: Collin Simonsun | | | | |
| EChinstina Fernandez, City Recorder | 30000111111115111monsen, Assistant City Attorney | | | | |

Exhibit A

Scope of Work

Proposed List of Projects to be completed by August 2026:

- 1. Acquire Airport Equipment
- 2. Pavement Preservation Airside and Landside
- 3. Construct and Reconstruct Parallel Taxiways Alpha and Bravo and Connectors
- 4. Safety Area Grading
- 5. Design and Construct Rental Car Parking Spaces and Car Wash Facility
- 6. Design and Construct Terminal Apron Expansion
- 7. Design and Reconstruct Existing Terminal Apron
- 8. Design and Construct Terminal Building, Remodel and Expansion
- 9. Terminal Building and Rental Car Parking Lot Expansions
- 10. Airport Drainage Rehabilitation
- 11. Electrical Engineering for Associated Projects and as Needed.
- 12. Design and Construct South Taxiways and Apron
- 13. Conduct Environmental Studies for Projects Listed Above.

The above contemplated projects are dependent upon federal AIP, local funding, and approval of the Sponsor, so it shall be understood that some of the services related to the above listed projects may be deleted and that the sponsor reserves the right to initiate additional services not included in the initial procurement.

WOOLINC-01

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

KSUTTON

8/31/2021

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

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

| PRODUCER | CONTACT NAME: | | | | |
|---------------------------------------|---|----------|--|--|--|
| Ames & Gough 1300 Greensboro Drive | PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 8 | 327-2279 | | | |
| Suite 980 | E-MAIL ADDRESS: admin@amesgough.com | | | | |
| McLean, VA 22102 | INSURER(S) AFFORDING COVERAGE | NAIC # | | | |
| | INSURER A: Travelers Indemnity Co. of America A++, XV | | | | |
| NSURED | INSURER B : Phoenix Insurance Company A++, XV 25623 | | | | |
| Jviation, a Woolpert Company | INSURER C: Travelers Property Casualty Company of America | 25674 | | | |
| 720 South Colorado Blvd, Suite 1200-S | INSURER D: National Union Fire Insurance Company | 19445 | | | |
| Glendale, CO 80246 | INSURER E: Continental Casualty Company (CNA) A, XV | 20443 | | | |
| | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
|-------------|--|--------|--------------------------|----------------------------|----------------------------|---|---------------|
| INSR LTR | | ADDL S | UBR VVD POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s |
| Α | X COMMERCIAL GENERAL LIABILITY | | | | ,,,,,, | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | P6309P881661 | 3/1/2021 | 3/1/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | 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- | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| В | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | 8109P881648 | 3/1/2021 | 3/1/2022 | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| С | X UMBRELLA LIAB X OCCUR | | | | EACH OCCURRENCE | \$ 10,000,000 | |
| | EXCESS LIAB CLAIMS-MADE | | ZUP-31N10602 | P-31N10602 3/1/2021 | 3/1/2022 | AGGREGATE | \$ 10,000,000 |
| | DED X RETENTION\$ | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | X PER OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | | 11326672 | 3/1/2021 | 3/1/2022 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Mandatory in NH) | N/A | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| Е | Professional Liab. | | AEH288355072 | 3/1/2021 | 3/1/2022 | Per Claim/Aggregate | 5,000,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: St. George Regional Airport

City of St. George is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

| CERTIFICATE HOLDER | CANCELLATION | | |
|--|--|--|--|
| City of St. George 175 East 200 North Saint George, UT 84770 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| dank deorge, or 04770 | AUTHORIZED REPRESENTATIVE | | |
| | Laneur J. Rádey | | |

ACORD 25 (2016/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS: Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include: DocuSign Envelope ID: 1C618053-F55B-46C8-827C-4DDC89CEA708

Effective Date: 3/1/21

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- **d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part: and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates: or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- **b.** The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - **(b)** Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

- result in a claim. To the extent possible, such notice should include:
- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- **C.** Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- **E.** Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- **F.** Blanket Additional Insured Controlling Interest
- **G.** Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

PROVISIONS

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
 - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - **(b)** Not being used to carry any person or property for a charge;
 - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- Amendment Of Excess Insurance Condition Professional Liability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

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

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

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

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

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

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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

- **a.** A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

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

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

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

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

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- **(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

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

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

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

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

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

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company;
- c. A trust:

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

F. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

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

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

- a. Such financial control; or
- **b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

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

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

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED –
 GOVERNMENTAL ENTITIES PERMITS OR
 AUTHORIZATIONS RELATING TO PREMISES

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

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

openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

- **a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

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

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

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

- **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

K. MEDICAL PAYMENTS - INCREASED LIMIT

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

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - **a.** \$10,000; or
 - **b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION PROFESSIONAL LIABILITY

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

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

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

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

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

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

Effective Date: 3/1/21

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY - RAILROADS

- **1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - **c.** Any easement or license agreement;
- **2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: P-630-9P881661 Effective Date: 3/1/21

ISSUE DATE: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

MATERIAL LIMITATION OF COVERAGE: Number of Days Notice: 30

PERSON OR ANY PERSON OR ORGANIZATION ORGANIZATION: (CONTINUED ON IL T8 03)

ADDRESS: (CONTINUED ON IL T8 03)

DAYTON OH 45430

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown
- in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

POLICY NUMBER: P-630-9P881661 Effective Date: 3/1/21

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

"ADDRESS"

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

IL T8 03 Page 1

POLICY NUMBER: 810-9P881648 ISSUE DATE: 3/1/21

Effective Date: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

MATERIAL LIMITATION OF COVERAGE: Number of Days Notice: 30

PERSON OR ANY PERSON OR ORGANIZATION

ORGANIZATION:

ADDRESS: ADDRESS FOR ENTITY INCLUDED IN WRITTEN

REQUEST

DAYTON OH 45430

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- **B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

- in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE — INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO — LIMITED WORLDWIDE COV-ERAGE — INDEMNITY BASIS

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

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

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

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

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV — BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV — BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Effective Date: 3/1/21

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM

03/01/2021

forms a part of Policy No. WC

113-26-672

Issued to

WOOLPERT, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56 (Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 ^^

forms a part of Policy No. WC 11!

Issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84)

Countersigned by

Authorized Representative

POLICY NUMBER: zup-31N10602

Effective Date: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUE DATE: 3/1/21

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: Number of Days Notice: 30

Person or organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT

1. THE FIRST NAMED INSURED SENDS US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER YOU RECEIVE NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE.

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



Agenda Date: 06/15/2023 Agenda Item Number: 4d

Subject:

Consider approval of the fifth amendment to the Engineering Agreement with Jviation dated September 23, 2021 for Reconstruction and Expand Terminal Apron Project.

Item at-a-glance:

Staff Contact: Rich Stehmeier

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

4508 S Airport Pkwy #1, St George, UT 84790

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

AIP-45 Reconstruct and Expand Terminal Apron project - Construction Phase - grant was applied for and approved by Mayor Randall on March 6, 2023, however, the city has not yet received the grant award. This project will be for the reconstruction and expanding the terminal apron.

Staff Narrative (need/purpose):

This project will complete the reconstruction and expansion of the terminal apron - construction phase.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$1,217,888.06

Amount approved in current FY budget for item: \$12,300,000

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

funding source:

This funding will come from a federal grant - AIP-45 and PFC funding

Description of funding source:

This funding will come from a federal grant - AIP-45 and PFC funding

Recommendation (Include any conditions):

Staff recommends approval

AMENDMENT NO. FIVE (5) TO CONTRACT DATED SEPTEMBER 23, 2021 BETWEEN JVIATION, A WOOLPERT COMPANY, LLC AND CITY OF ST. GEORGE

The Sponsor and Jviation agree to amend their contract for improvements to the St. George Regional Airport, St. George, Utah to include fees for engineering services. The improvement item is included in the Scope of Work of the original contract as an additional service. The item covered by this amendment is described as follows:

• Reconstruct and Expand Terminal Apron (Construction)

The Sponsor agrees to pay Jviation for the services listed under Section 2 of the original contract in the following manner, and within the time constraints outlined in the AIP development schedule.

PART A - BASIC SERVICES

BIDDING

If work is abandoned, or terminated, after obtaining approval by the Sponsor and the FAA of the final construction plans and specifications, the Sponsor shall reimburse up to 100 percent of the total lump sum as listed under PART A, and 100 percent of the invoiced costs for soils and pavement investigations, topographic surveys, and hydrological studies, or other studies as listed under PART B.

PART B – CONSTRUCTION INSEPCTION SERVICES

The maximum estimated SPECIAL SERVICES engineering is as follows:

QUALITY ASSURANCE TESTING

ENVIRONMENTAL SURVEY AND REPORT

CULTURAL RESOURCE MONITOR

Big Horn Archaeological Consultants, LLC.....Time and Materials of \$25,000.00

D-701 PIPE INSPECTION

| TOTAL SUBCONSULTANT SERVICES . | Time and Materials of \$230,200.00 |
|--|--|
| CONSTRUCTION ADMINISTRATION | |
| | Lump Sum of \$134,986.00 Lump Sum of \$68,075.50 |
| TOTAL CONSTRUCTION ADMINISTR | ATIONLump Sum of \$203,061.50 |
| CONSTRUCTION COORDINATION AN | ND FIXED FEE |
| | |
| REIMBURSABLE COSTS | |
| Reimbursable Costs During Construction Co | oordination Actuals Not to Exceed of \$84,655.00 |
| TOTAL CONSTRUCTION COORDINAT | TON AND FIXED FEE\$742,481.06 |
| TOTAL SPECIAL SERVICES | \$1,175,742.56 |
| TOTAL | \$1,217,888.06 |
| Method of payment shall be as follows: | |
| payments based upon the work performed by ten percent of the fee shall be due and payal report have been completed, and when rep | ECIAL SERVICES, the Sponsor agrees to make monthly y Jviation, up to 90 percent of the total contract. The final ble when the project final inspection and the construction producible Record Drawings have been submitted to the erminated. The Record Drawings and Construction Report is from end of construction period. |
| All other terms and conditions of the original contra | act shall remain in effect. |
| IN WITNESS WHEREOF, the parties hereto have a 2023. | ffixed their signatures this day of |
| SPONSOR: City of St. George | JVIATION, A WOOLPERT COMPANY, LLC: |
| Ву: | Ву: |
| Name: | Name: <u>Jason Virzi, PE</u> |
| Title: | Title: Vice President |



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES WITH JUIATION

This Agreement is made and entered into this 23rd day of September, 2021, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Jviation, with offices at 35 S. 400 W, Suite 200, St George, UT 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including Acquire airport equipment (ARFF, SRE, Vehicles, etc.), Pavement Preservation - Airside and Landside, Design and Construct Parallel Taxiway "B" and connectors, Safety Area Grading, Design and Construct additional Rental Vehicle Parking s;aces and a Rental Car Wash Facility, Design andConstruct a SRE Building, Design and Construct a Terminal Park Lot Expansion for the St. George Municiple Airport Project for the St George Regional Airport Project (hereinafter called the PROJECT); and

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

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

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

1. EMPLOYMENT OF CONSULTANT.

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

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

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 40% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

- described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

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

5. <u>INVOICING, PAYMENT, NOTICES.</u>

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a

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

6. CHARGES AND EXTRA SERVICE.

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.
- 7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

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

9. <u>ACCURACY AND COMPLETENESS.</u>

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

10. INDEPENDENT CONTRACTOR.

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

11. <u>INSURANCE.</u>

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and

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

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

subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

- ii. The Insurance Endorsement shall evidence such provisions.
- iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
- iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.

g. BUSINESS AUTOMOBILE COVERAGE:

- i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. INDEMNITY AND LIMITATION.

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under

this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

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

15. **TERMINATION.**

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

- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
- 16. <u>CONFLICT BETWEEN DOCUMENTS.</u> In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
- 18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
- 19. NOTIFICATION. All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY: City of St. George CONSULTANT: Jviation

175 East 200 North 35 S. 400 W. Suite 200 St. George, Utah 84770 st George, UT, 84770 Attention: Richard Stehmeier Attention: Kirk Nielsen, PE

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. <u>LEGAL FEES.</u> Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 22. MODIFICATION OF AGREEMENT. CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
- 23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
- 24. <u>SUCCESSORS AND ASSIGNS.</u> 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. <u>INTEGRATION</u>. 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.

- SEVERABILITY. If any part or provision of this Agreement shall be determined to be 27. unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
- 29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

| CITY: CITY OF ST. GEORGE | OWNER: JVIATION |
|---|--|
| Middle Kandall 47088888787Randall, Mayor | Eine Mulsun 80 Rin Andrew PE |
| Attested: | Approved as to form: |
| Docusigned by: Christina Fernandez | Docusigned by: Collin Simonsun |
| EChinstina Fernandez, City Recorder | 30000000000000000000000000000000000000 |

Exhibit A

Scope of Work

Proposed List of Projects to be completed by August 2026:

- 1. Acquire Airport Equipment
- 2. Pavement Preservation Airside and Landside
- 3. Construct and Reconstruct Parallel Taxiways Alpha and Bravo and Connectors
- 4. Safety Area Grading
- 5. Design and Construct Rental Car Parking Spaces and Car Wash Facility
- 6. Design and Construct Terminal Apron Expansion
- 7. Design and Reconstruct Existing Terminal Apron
- 8. Design and Construct Terminal Building, Remodel and Expansion
- 9. Terminal Building and Rental Car Parking Lot Expansions
- 10. Airport Drainage Rehabilitation
- 11. Electrical Engineering for Associated Projects and as Needed.
- 12. Design and Construct South Taxiways and Apron
- 13. Conduct Environmental Studies for Projects Listed Above.

The above contemplated projects are dependent upon federal AIP, local funding, and approval of the Sponsor, so it shall be understood that some of the services related to the above listed projects may be deleted and that the sponsor reserves the right to initiate additional services not included in the initial procurement.

WOOLINC-01

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

KSUTTON

8/31/2021

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

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

| PRODUCER | CONTACT NAME: | | | | |
|---------------------------------------|---|----------|--|--|--|
| Ames & Gough 1300 Greensboro Drive | PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 8 | 327-2279 | | | |
| Suite 980 | E-MAIL ADDRESS: admin@amesgough.com | | | | |
| McLean, VA 22102 | INSURER(S) AFFORDING COVERAGE | NAIC # | | | |
| | INSURER A: Travelers Indemnity Co. of America A++, XV | | | | |
| NSURED | INSURER B : Phoenix Insurance Company A++, XV 25623 | | | | |
| Jviation, a Woolpert Company | INSURER C: Travelers Property Casualty Company of America | 25674 | | | |
| 720 South Colorado Blvd, Suite 1200-S | INSURER D: National Union Fire Insurance Company | 19445 | | | |
| Glendale, CO 80246 | INSURER E: Continental Casualty Company (CNA) A, XV | 20443 | | | |
| | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| | EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
|-------------|--|--------|--------------------------|----------------------------|----------------------------|---|---------------|
| INSR LTR | | ADDL S | UBR VVD POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s |
| Α | X COMMERCIAL GENERAL LIABILITY | | | | ,,,,,, | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | P6309P881661 | 3/1/2021 | 3/1/2022 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | 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- | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| В | AUTOMOBILE LIABILITY | | | 3/1/2021 3/1/20 | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | 8109P881648 | | 3/1/2022 | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| С | X UMBRELLA LIAB X OCCUR | | | | EACH OCCURRENCE | \$ 10,000,000 | |
| | EXCESS LIAB CLAIMS-MADE | | ZUP-31N10602 | 3/1/2021 | 3/1/2022 | AGGREGATE | \$ 10,000,000 |
| | DED X RETENTION\$ | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | X PER OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N | | 11326672 | 3/1/2021 | 3/1/2022 | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Mandatory in NH) | N/A | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| Е | Professional Liab. | | AEH288355072 | 3/1/2021 | 3/1/2022 | Per Claim/Aggregate | 5,000,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: St. George Regional Airport

City of St. George is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

| CERTIFICATE HOLDER | CANCELLATION | | |
|--|--|--|--|
| City of St. George 175 East 200 North Saint George, UT 84770 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| dank deorge, or 04770 | AUTHORIZED REPRESENTATIVE | | |
| | Laneur J. Rádey | | |

ACORD 25 (2016/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

The following is added to Paragraph 4.a. of SEC-TION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COM-MERCIAL GENERAL LIABILITY CONDITIONS: Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include: DocuSign Envelope ID: 1C618053-F55B-46C8-827C-4DDC89CEA708

Effective Date: 3/1/21

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
- ii. The names and addresses of any injured persons and witnesses; and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

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

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- **d.** The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

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

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- While that part of the contract or agreement is in effect; and
- **c.** Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

- You agree in a written contract or agreement to include as an additional insured on this Coverage Part: and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- **b.** Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates: or
- (b) Either or both of the following: the Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- **b.** The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - **(b)** Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

- result in a claim. To the extent possible, such notice should include:
- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- A. Non-Owned Watercraft 75 Feet Long Or Less
- B. Who Is An Insured Unnamed Subsidiaries
- **C.** Who Is An Insured Retired Partners, Members, Directors And Employees
- D. Who Is An Insured Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- **E.** Who Is An Insured Newly Acquired Or Formed Limited Liability Companies
- **F.** Blanket Additional Insured Controlling Interest
- **G.** Blanket Additional Insured Mortgagees, Assignees, Successors Or Receivers

PROVISIONS

- A. NON-OWNED WATERCRAFT 75 FEET LONG OR LESS
 - The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - **(b)** Not being used to carry any person or property for a charge;
 - 2. The following replaces Paragraph 2.e. of SECTION II WHO IS AN INSURED:
 - e. Any person or organization that, with your express or implied consent, either

- H. Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Premises
- Blanket Additional Insured Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments Increased Limit
- Amendment Of Excess Insurance Condition Professional Liability
- M. Blanket Waiver Of Subrogation When Required By Written Contract Or Agreement
- N. Contractual Liability Railroads

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;
- B. WHO IS AN INSURED UNNAMED SUBSIDIARIES

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

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

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

COMMERCIAL GENERAL LIABILITY

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

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

- **a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- **b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

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

- **a.** A limited liability company;
- **b.** An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

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

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

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

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

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- **(d)** Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

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

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

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

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

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

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- An organization other than a partnership, joint venture or limited liability company;
- c. A trust:

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

F. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

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

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

- a. Such financial control; or
- **b.** Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

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

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

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

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

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

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

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

COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

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

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

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- **b.** The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.
- H. BLANKET ADDITIONAL INSURED –
 GOVERNMENTAL ENTITIES PERMITS OR
 AUTHORIZATIONS RELATING TO PREMISES

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

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

openings, sidewalk vaults, elevators, street banners or decorations.

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

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

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

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

- **a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- The following replaces Paragraph b. of the definition of "occurrence" in the DEFINITIONS Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
- The following replaces the last paragraph of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

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

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

- occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- The following replaces the last sentence of Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

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

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

Sale Of Pharmaceuticals

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

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

"Incidental medical services" means:

- **a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- **b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

K. MEDICAL PAYMENTS - INCREASED LIMIT

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

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - **a.** \$10,000; or
 - **b.** The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.
- L. AMENDMENT OF EXCESS INSURANCE CONDITION PROFESSIONAL LIABILITY

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

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

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

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

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

- a. "Bodily injury" or "property damage" that occurs; or
- **b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

Effective Date: 3/1/21

COMMERCIAL GENERAL LIABILITY

N. CONTRACTUAL LIABILITY - RAILROADS

- **1.** The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - **c.** Any easement or license agreement;
- **2.** Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

POLICY NUMBER: P-630-9P881661 Effective Date: 3/1/21

ISSUE DATE: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

MATERIAL LIMITATION OF COVERAGE: Number of Days Notice: 30

PERSON OR ANY PERSON OR ORGANIZATION ORGANIZATION: (CONTINUED ON IL T8 03)

ADDRESS: (CONTINUED ON IL T8 03)

DAYTON OH 45430

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown
- in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

POLICY NUMBER: P-630-9P881661 Effective Date: 3/1/21

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

"ADDRESS"

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

IL T8 03 Page 1

POLICY NUMBER: 810-9P881648 ISSUE DATE: 3/1/21

Effective Date: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

MATERIAL LIMITATION OF COVERAGE: Number of Days Notice: 30

PERSON OR ANY PERSON OR ORGANIZATION

ORGANIZATION:

ADDRESS: ADDRESS FOR ENTITY INCLUDED IN WRITTEN

REQUEST

DAYTON OH 45430

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- **B.** If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown

- in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.
- C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE — INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

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

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

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
 - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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

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

D. EMPLOYEES AS INSURED

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

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

E. SUPPLEMENTARY PAYMENTS — INCREASED LIMITS

- The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO — LIMITED WORLDWIDE COV-ERAGE — INDEMNITY BASIS

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

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

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
 - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

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

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III — PHYSICAL DAMAGE COVERAGE:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- **c.** The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV — BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV — BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Effective Date: 3/1/21

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM

03/01/2021

forms a part of Policy No. WC

113-26-672

Issued to

WOOLPERT, INC

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within <u>30</u> days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

- 1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56 (Ed. 04/11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 ^^

forms a part of Policy No. WC 11!

Issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13 (Ed. 04/84)

Countersigned by

Authorized Representative

POLICY NUMBER: zup-31N10602

Effective Date: 3/1/21

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ISSUE DATE: 3/1/21

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: Number of Days Notice: 30

Person or organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT

1. THE FIRST NAMED INSURED SENDS US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER YOU RECEIVE NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE.

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

SCOPE OF WORK FOR

ST. GEORGE REGIONAL AIRPORT

St. George, Utah
AIP Project No. 3-49-0060-045-2023
Reconstruct and Expand Terminal Apron – Phase II Construction

This is an Appendix attached to, made a part of, and incorporated by reference with the Consulting Contract dated September 23, 2021, between City of St. George, Utah, and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Jviation, a Woolpert Company, is indicated as "Engineer." The construction budget for this project is approximately \$12,300,000. This budget does not include administrative, legal, or professional fees.

This project shall consist of Bidding, Construction Administration, Post Construction, and On-Site Construction Coordination for the Reconstruct and Expand Terminal Apron Project – Phase II Construction. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

The existing terminal apron concrete/asphalt pavement was constructed in 2010 and is failing due to moisture induced swell of the subsurface expansive clays (St. George area "blue clay"). The 2015 UDOT

pavement management evaluation rated the terminal apron PCI = 95. This PCI is not representative of the current apron pavement condition as the existing concrete panel distresses include joint seal damage, slab distortion (heaving/settlement) and longitudinal/transverse/diagonal cracking. These distresses usually take place over a period of years; however, the subsurface expansive clays have accelerated this deterioration. This pavement reconstruction is essential to maintain adequate aircraft load-carrying capacity, ride quality necessary for the safe operation of aircraft and to minimize the potential for FOD. The reconstruction of the terminal apron pavement will provide a restoration of the pavement's functionality, mitigate subsurface issues, and provide a useful life. The reconstruction portion of the project will reconstruct the existing Terminal aircraft-parking apron concrete and asphalt pavements (400 feet x 440 feet (19,600 +/- square yards)).

The commercial airline traffic has grown since the airport was relocated in 2011. Annual passenger enplanements have increased from 48,000 (CY2011) to 103,000 (CY2019), 200% + growth. Skywest has added daily service to PHX/LAX/DFW/DEN, increased number of available flights to the other destinations and changed/increased aircraft type (i.e., from CRJ200 to CRJ700). This growth is due to southwest Utah's diverse economy and business opportunities. Aircraft "Remain Over Night" (RONs) has also increased. In summary, the terminal apron aircraft-parking and maneuvering areas need to be expanded. This proposed expansion will accommodate the 10-year traffic growth and will provide area for future growth. This project's design will expand the existing Terminal aircraft-parking apron north (300 feet x 400 feet (13,500 +/- square yards)) and south (80 feet x 300 feet (2,670 +/- square yards)).

The engineering fees for this project will be broken into two parts. Part A-Basic Services includes 3) Bidding Phase and Reimbursable Costs during Bidding and Part B-Special Services, which includes 4) Construction Administration, 5) Post Construction, and 6) On-Site Construction Coordination Phase or Field Engineering Phase. Additional services that will be completed by subconsultants to the Engineer include quality assurance testing during construction, an environmental survey prior to construction start, cultural resource monitoring during construction and post construction pipe inspection per Item D-701 Pipe for Storm Drains and Culverts. Parts A and B and the four phases are described in more detail below.

PART A - BASIC SERVICES consists of the Bidding Phase invoiced on a lump sum basis.

3.0 Bidding Phase

- **3.01 Coordinate and Attend Meetings with the Sponsor and FAA**. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed project schedule and review environmental component(s). It is anticipated that there will be up to two meetings with the Sponsor and/or the FAA throughout the course of the bidding.
- **3.02** Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and will be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.
- **3.03 Repackage Design Project AIP-043 to AIP-045**. This task includes repackaging the AIP-043 project documents into a set ready for bid and renaming the project to AIP-045.
- **3.04 Provide Bid Assistance**. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in one (1) newspaper (or other form of regularly published print media) as a solicitation

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for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors to maximize project exposure and generate interest in the project.

- **3.05** Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.
- **3.06 Prepare Addenda**. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.
- **3.07 Consult with Prospective Bidders**. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.
- **3.08 Attend Bid Opening**. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.
- **3.09 Review Bid Proposals**. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.
- **3.10 Prepare Recommendation of Award**. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.9. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.
- **3.11 Prepare Federal Grant Application**. This task consists of preparing the federal grant application. Preparation of the application includes the following:
 - Prepare Federal 424 form.
 - Prepare Federal Form 5100 II thru IV.
 - Prepare project funding summary.
 - Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
 - Project sketch (8.5" x 11").
 - Include preliminary cost estimate.
 - Include the existing Exhibit "A" Property Map
 - Include the Sponsor's certifications.
 - Attach the current grant assurances.
 - Include DOT Title VI assurances.
 - Include certification for contract, grants, and cooperative agreements.
 - Include Title VI pre-award checklist.
 - Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

| TASK 3 DELIVERABLES | TO FAA | TO SPONSOR |
|---|--------|------------|
| 3.02 Scope of Work, Fee, and Contract | ✓ | ✓ |
| 3.03 Required Bidding Documents | ✓ | ✓ |
| 3.05 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes | ✓ | ✓ |
| 3.06 Addenda | ✓ | ✓ |
| 3.09 Bid Tabulations | ✓ | ✓ |
| 3.10 Recommendation of Award | ✓ | ✓ |
| 3.11 Federal Grant Application | ✓ | ✓ |

| TASK 3 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|---------------------------------------|---|
| 3.01 Scoping Meeting | St. George, UT - One (1) Program Director, one (1) Senior Consultant and one (1) Project Manager - Assume One (1) hour via teleconference |
| 3.02 Prepare Project SOW and Contract | • St George, UT - One (1) Project Manager - Assume One (1) hour via teleconference |
| 3.05 Prepare/Conduct Pre-Bid Meeting | St. George, UT - One (1) Project Manager and one (1) Construction Manager - Assume half day site visit (1 site visit) and travel to/from Jviation office to Airport |
| 3.08 Attend Bid Opening | St. George, UT - One (1) Project Manager - Assume one hour meeting with travel to/from Jviation office to City office for Project Manager |

EX Reimbursable Costs During Design and Bidding

This section includes reimbursable items such as auto rental, mileage, lodging, per diem and other miscellaneous expenses incurred in order to complete **Part A – Basic Services**.

PART B - SPECIAL SERVICES consists of the construction administration phase, post-construction coordination phase (invoiced on a lump sum basis), and on-site construction coordination phase (invoiced on a cost plus fixed fee basis). Also included are direct subcontract costs for biological survey prior to construction and quality assurance testing verification and a cultural resource monitor during construction.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, Airport Improvement Program Construction Project Change Orders.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field
 Personnel as necessary during construction. Specific tasks to be accomplished include providing
 secondary engineering opinions on issues arising during construction, maintaining project files as
 necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Prepare quarterly performance reports.
- **4.03 Review Environmental Documentation**. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected. A revised environmental exhibit showing an additional contractor haul route will be sent to FAA for reevaluation and approval.
- **4.04 Coordinate Quality Assurance Testing**. This task includes preparing the requirements for quality assurance testing. Negotiating with the quality assurance firm for a cost to perform the work is also included in this task.
- **4.05 Coordinate Cultural Resource Monitoring**. This task includes preparing the requirements for the cultural resource monitoring. Negotiating with the monitoring firm for a cost to perform the work is also included in this task.
- **4.06 Prepare/Conduct Pre-Construction Meeting**. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and

environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors and airport tenants affected by the project.

- **4.07 Prepare/Submit Construction Management Plan**. This task includes preparing and submitting the Construction Management Plan, which includes resumes of project personnel representing the stakeholders, detailed inspection procedures, required submittal processes, quality control testing methods, quality assurance testing methods, final test result summary forms, and the Contractor's Quality Control Program (CQCP). The Construction Management Plan shall be prepared to follow the requirements of FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Projects*.
- **4.08 Review Contractor's Safety Plan Compliance Document**. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SPCD will be submitted to the Engineer for approval at least 14 days prior to the issuance of the Notice to Proceed to the Contractor. An approved copy of the SPCD shall be provided to the FAA.
- **4.09 Prepare Requests for Reimbursement**. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be ten RFRs for expenses incurred during the construction and closeout phase of the project.
- **4.10 Perform Site Visits During Construction**. The Project Manager shall make on-site visits, as required, throughout the duration of the project. As of now, it is estimated that the Project Manager will be required to make a minimum of ten site visits to the project.

| TASK 4 DELIVERABLES | TO FAA | TO SPONSOR |
|---|--------|------------|
| 4.01 Issue Construction Plans, Specifications, and Contract | √ | 1 |
| Documents | • | • |
| 4.01 Notice of Award, Notice to Proceed, and Contract Agreement | ✓ | ✓ |
| 4.02 Change Orders/Supplemental Agreements | ✓ | ✓ |
| 4.02 Monthly Invoice and Monthly PSR | | ✓ |
| 4.02 Pay Request Review Documentation | | ✓ |
| 4.02 Quarterly Performance Reports | ✓ | ✓ |
| 4.02 Weekly/Monthly Reports | ✓ | ✓ |
| 4.06 Pre-Construction Agenda and Meeting Minutes | ✓ | ✓ |
| 4.07 Construction Management Plan | ✓ | ✓ |
| 4.08 Review and Approval of SPCD and Final SPCD | ✓ | ✓ |
| 4.09 Request for Reimbursement | ✓ | ✓ |

| TASK 4 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|--|--|
| 4.06 Conduct Pre-Construction Meeting | St. George, UT - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit - Assume travel to/from Jviation office to Airport for the meeting |
| 4.10 Perform Site Visits During Construction | St. George, UT - One (1) Project Manager IV - Assume half day site visit (10 site visits) with travel to/from Jviation office to Airport for each site visit |

5.0 Post Construction Coordination Phase

5.01 Prepare Final Testing Report. The Engineer will submit the quality assurance testing summary report, which will include a narrative of tests taken, verification for minimum number of tests, discussion of problems and tests necessary, and a table (from Construction Management Plan) including the actual number of tests taken for each specification item to the FAA for review and approval.

5.02 Coordinate and Perform Final Surveys. The Engineer will perform an as-built survey that includes the following tasks:

- The Engineer will submit all required as-built data of the apron reconstruction and expansion to the FAA Airports Data and Information Portal (ADIP) website in accordance with FAA AC 150/5300-18 (Current Edition), General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards. The Engineer shall create a Project on the ADIP system and upload the necessary files for acceptance in ADIP. This includes preparation of a project Statement of Work, Survey and Quality Control Plan, and Final Project Report that will be in compliance with ADIP submission standards and will be reviewed by the National Geodetic Survey (NGS). The As-Built Survey shall be completed by, or under the direct supervision of, a state-licensed Professional Land Surveyor.
- **5.03 Prepare Clean-up Item List**. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.) and the site is clean.
- **5.04 Conduct Final Inspection**. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.
- **5.05 Prepare Engineering Record Drawings**. The Engineer will prepare the record drawings indicating modifications made during construction. The recorded drawings will be provided to the FAA electronically.
- **5.06 Prepare Final Construction Report**. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.
- **5.07 Prepare DBE Uniform Report**. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.
- **5.08 Update and Modify Airport Layout Plan (ALP)**. The Engineer will provide an AutoCad file of the asbuilt drawings showing the new apron limits to the Sponsor's planning firm to update the ALP to reflect the work completed for this project. A draft version of each sheet will be submitted to the ADO for review.

Upon approval by the FAA, the Engineer shall assist the Sponsor in preparing copies for signature of the revised sheets and submitting to the FAA for final approval.

5.09 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

| TASK 5 DELIVERABLES | TO FAA | TO SPONSOR |
|--------------------------------|--------|------------|
| 5.01 Final Testing Report | ✓ | ✓ |
| 5.02 ADIP Features | ✓ | ✓ |
| 5.02 As-Built Survey | ✓ | ✓ |
| 5.03 Clean-up List | ✓ | ✓ |
| 5.04 Punchlists | ✓ | ✓ |
| 5.05 Record Drawings | ✓ | ✓ |
| 5.06 Final Construction Report | ✓ | ✓ |
| 5.07 DBE Uniform Report | ✓ | ✓ |
| 5.08 Updated ALP | ✓ | ✓ |
| 5.09 Project Cost Summary | ✓ | ✓ |

| TASK 5 MEETINGS/SITE VISITS | LOCATION/ATTENDEES/DURATION |
|-------------------------------|--|
| 5.02 As-Built Survey | St. George, UT - One (1) Surveyor - Assume full day site visit (1 site visit) - Assume travel to/from Denver, Colorado to St. George, UT with two (2) overnight stays for Surveyor for the survey |
| 5.04 Conduct Final Inspection | St. George, UT - One (1) Project Manager IV and one (1) Construction Manager II - Assume half day site visit with travel to/from Jviation office to Airport for Project Manager and Construction Manager |

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one full time Construction Manager, supported by one full-time Field Engineer during material placement operations. It shall be the responsibility of the Construction Manager to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take 115 or working days to complete construction of the project. Incidental travel costs, including vehicle usage, mileage, lodging, per diem, etc., are in addition to the engineering hours expended.

6.01 Provide Resident Engineering. The Construction Manager and Field Engineer will work approximately 12 hours per day. It is assumed that the Construction Manager and Field Engineer will be able to complete all daily project documentation in the course of their shift and that total on-site inspection time is anticipated to be 115 working days for the Construction Manager and 80 working days for the Field Engineer. It is assumed that the Contractor will work five (5) days a week during the construction period resulting in 115 working days.

The following tasks will be performed during the course of a typical day's shift during construction:

 Per FAA AC 150/5370-10 (Current Edition), Standard Specifications for Construction of Airports, the FAA requires a quality assurance and quality control workshop when paving operations are anticipated to be greater than \$500,000. The Engineer will attend the workshop, which will be conducted by the Contractor, to review project and FAA requirements prior to the commencement of construction. The location of the meeting will be coordinated by the Engineer and Contractor and will include representatives from the Sponsor, Engineer, FAA (if possible), Contractor, subcontractors, quality assurance, quality control and any other necessary parties. Paving operations will not be permitted prior to this meeting's occurrence. Other meetings may be required to resolve specific material quality, production and/or placement issues.

- Review construction submittals, including shop drawings and materials proposed for use on the
 project, submitted by the Contractor for conformance with the project's Contract Documents.
 Submittals will either be approved, conditionally approved, or rejected and returned to the
 Contractor for their records and/or to make changes or revisions. The Engineer will prepare and
 maintain a submittal register to log the submittals received. The submittal register will include
 information on the submitted items including date received, date returned, and action taken, and
 will be made available to the Sponsor and Contractor upon request.
- Review copies of the survey data and other construction tasks for general compliance with the construction documents.
- Coordinate, review and provide a response to construction and general project Request for Information (RFIs).
- Prepare and process change orders.
- Conduct employee interviews and review Contractor's and subcontractor's weekly payroll records
 as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when
 received. A log identifying current status of reviews and any action taken to correct noted
 discrepancies, will be provided for Sponsor review at time of Request for Reimbursement
 processing, as appropriate.
- Review and coordinate revisions by the Contractor for quality control and quality assurance testing firm submittals performed as part of the quality assurance testing required by the project specifications.
- Maintain record of the progress of construction and review the quantity records with the Contractor on a periodic basis.
- Prepare the periodic cost estimates and review the quantities with the Contractor. The Engineer, Sponsor and Contractor will resolve discrepancies or disagreements with the Contractor's records.
 The periodic cost estimate will also include all other costs associated with the project (administrative costs, engineering, any miscellaneous costs). After compiling all costs, the Engineer will then submit the periodic cost estimate to the Sponsor for payment.
- Maintain daily logs of the construction activities for the duration of time on site which includes the Construction Project Daily Inspection Checklist as required by the CSPP and SPCD. Verify that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- Prepare a weekly status report using the FAA's standard form. The report will be submitted to the Sponsor, the FAA and the office following the week of actual construction activities performed.
 Verify each week that restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.

| TASK 6 DELIVERABLES | TO FAA | TO SPONSOR |
|--|--------|------------|
| 6.01 Coordinate and Attend Quality Assurance/Quality Control | | |
| Workshop | V | • |
| 6.01 Coordinate Submittal Reviews | | ✓ |
| 6.01 Coordinate RFIs | | ✓ |
| 6.01 Change Orders | ✓ | ✓ |
| 6.01 Payroll Reviews | | ✓ |
| 6.01 Quality Assurance/Quality Control Results Compilation | ✓ | ✓ |
| 6.01 Periodic Cost Estimates | | ✓ |
| 6.01 Weekly Reports | ✓ | √ |

EX Reimbursable Costs During Construction This section includes reimbursable items such as auto rental, mileage, lodging, per diem, travel and other miscellaneous costs incurred in order to complete **Part B – Special Services**. Sections 4 and 5 Reimbursables are invoiced on a lump sum basis and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Special Considerations

The following special considerations are required for this project and will be completed by subconsultants to the Engineer. The cost for this work will be included in the engineering contract agreement with the Sponsor and the costs are in addition to the engineering fees outlined above.

Quality Assurance Testing. Quality assurance testing will be performed by an independent testing firm under the direct supervision of the Engineer. All quality assurance test summaries must be accepted by the FAA prior to final inspection. Certified materials technicians will perform the necessary material quality assurance testing for the following items, as detailed in the project specifications:

- Item P-152 Excavation, Subgrade and Embankment
- Item P-154 Subbase Course
- Item P-209 Crushed Aggregate Base Course
- Item P-401 Asphalt Mix Pavement
- Item P-403 Asphalt Mix Pavement Base Course
- Item P-501 Cement Concrete Pavement
- Item P-610 Concrete for Miscellaneous Structures

Environmental Survey and Report. A biological survey will be completed to identify presence/absence of threatened and endangered species and satisfy Federal regulations. The field visit will be performed under the direct supervision of the Engineer. A final report will be completed for each resource (biological) and provided to the FAA.

Cultural Resource Monitor. An archaeological monitor will be on site during ground disturbing activities in the vicinity of Site 42WS3414. The monitoring will be coordinated by the Engineer. It is anticipated that a monitor will be required on site for a total of 15 days. A final report will be completed documenting the monitoring activities.

D-701 Pipe Inspection will be completed by a third party under the supervision of the Engineer.

Assumptions

The scope of services described previously is based on the following assumptions of responsibilities by the Engineer and Sponsor.

- 1. For the purposes of estimating the amount of reimbursable expenses which will be incurred by the Engineer, the cost of mileage is calculated in accordance with the current IRS rate and per diem and lodging are calculated in accordance with applicable, current GSA rates. The actual amounts to be invoiced for mileage and per diem will be in accordance with the applicable, published IRS and GSA rates at the time of service and may vary from the rates used in the fee estimate. Lodging will be invoiced based on the current GSA rates at the time.
- 2. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The details for the trips are included at the end of each phase above.
- 3. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, subsurface conditions information such as prior geotechnical investigations in the project area and other available information in the possession of the Sponsor.
- 4. The Sponsor will provide an electronic copy of the current ALP to allow for updating of the plan upon completion of the project.
- 6. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
- 7. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
- 8. While the project has both eligible and ineligible work, this scope and fee assumes that the project will be designed as one bid package with separate federal and non-federal bid schedules. Splitting the project into two bid packages will result in additional costs.
- 9. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Local Region's Regional Updates for Specifying Construction of Airports and related circulars. Project construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
- 10. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.

- The guidance included in FAA Memorandum, FAA Review of Construction Plans and Specifications for AIP Funded Projects, will be reviewed, incorporated and will supplement the Engineer's standards.
- 11. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:
 - The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
 - The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
 - FAA General Provisions and required contract language will be used.
- 13. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

1 JOINT ST. GEORGE CITY COUNCIL 2 3 4 AND PLANNING COMMISSION MINUTES **WORK MEETING** MAY 2, 2023 4:00 P.M. 5 6 ADMINISTRATIVE CONFERENCE ROOM 7 PRESENT: 8 Mayor Michele Randall - via Zoom 9 **Councilmember Jimmie Hughes** 10 **Councilmember Dannielle Larkin** Councilmember Gregg McArthur - via Zoom 11 12 Councilmember Natalie Larsen 13 **Councilmember Michelle Tanner** 14 Planning Commission Member Steve Kemp - arrived at 4:05 p.m. 15 Planning Commission Member Nathan Fisher – left at 6:00 p.m. 16 Planning Commission Member Emily Andrus - left at 5:30 p.m. 17 **Planning Commission Member Austin Anderson** 18 Planning Commission Member Lori Chapman – arrived 4:15 p.m. 19 **Planning Commission Member Ben Rogers** 20 21 **STAFF MEMBERS PRESENT:** 22 **City Manager John Willis** 23 **City Recorder Christina Fernandez** 24 **City Attorney Tani Pack Downing** 25 **Deputy City Attorney Jami Brackin** 26 Assistant City Manager Deanna Brklacich 27 **Assistant City Manager Marc Mortensen** 28 **Administrative Services Director Trevor Coombs** 29 **Community Development Director Jim Bolser** 30 **Planner Carol Winner** 31 **Planner Dan Boles** 32 **Planner Mike Hadley** 33 **Community Development Office Manager Brenda Hatch** 34 35 OTHERS PRESENT: 36 Kirk Huffaker with Kirk Huffaker Preservation Strategies - left at 4:50 p.m. 37 Susan Crook, Member of the Historic Preservation Commission 38 **Greg Cronin with Unified Business Alliance** 39 Tim Anderson, representative for Greg Cronin 40 Whitney Ward with VCBO Architecture 41 **CALL TO ORDER, INVOCATION, AND FLAG SALUTE:** 42 43 Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. 44 An invocation was offered by Councilmember Hughes and The Pledge of Allegiance 45 was led by Councilmember Tanner. 46 47 Link to call to order, invocation, and flag salute: 00:00:00 48 49 **DISCUSSION REGARDING THE HISTORIC PROPERTY SURVEY:** 50 Link to presentation from Kirk Huffaker with Kirk Huffaker Preservation Strategies, 51 including discussion between the City Council, Planning Commission Members, 52 Deputy City Attorney Jami Brackin, Planner Carol Winner, City Manager John Willis, 53 Mayor Randall, and Mr. Huffaker: 00:01:35

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52 53 St. George City Council Minutes May 2, 2023 Page Two

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Agenda Packet [Page 2]

DISCUSSION REGARDING PLAN AREA 2 IN THE DIVARIO DEVELOPMENT:

Link introduction from City Manager John Willis and Planner Dan Boles and presentation from Greg Cronin with Unified Business Alliance, including discussion between the Planning Commission Members, the City Council, City Manager John Willis, Community Development Director Jim Bolser, Deputy City Attorney Jami Brackin, Tim Anderson, and Mr. Cronin: 00:45:51

Agenda Packet [Page 20]

UPDATE REGARDING THE DRAFT GENERAL PLAN:

Link to presentation from Whitney Ward with VCBO Architecture, including discussion between the City Council, Deputy City Attorney Jami Brackin, Planning Commission Members, City Manager John Willis, City Attorney Tani Downing, Assistant City Manager Deanna Brklacich, and Ms. Ward: 01:32:52

Agenda Packet [Page 42]

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were given.

ADJOURN FROM THE WORK MEETING AND INTO A CLOSED MEETING:

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

Link to motion: 02:35:05

Councilmember Larsen stepped out.

MOTION:

A motion was made by Councilmember Hughes to adjourn from the work meeting to a closed meeting to discuss potential property sale/acquisition.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye Councilmember Larkin – aye Councilmember McArthur – aye Councilmember Larsen – not in the room Councilmember Tanner – aye

The vote was unanimous and the motion carried.

| 1 | St. George City Council Minutes |
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| 2 | May 2, 2023 |
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| 5 | ADJOURN: |
| 6 | The meeting adjourned following the closed meeting |
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| 11 | Christina Fernandez, City Recorder |



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ST. GEORGE CITY COUNCIL MINUTES WORK MEETING MAY 4, 2023 3:00 P.M. ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis
Deputy City Attorney Jami Brackin
Deputy City Recorder Annette Hansen
Public Works Director Cameron Cutler
Water Services Director Scott Taylor
Battalion Chief Coty Chadburn
Police Chief Kyle Whitehead
911 Center Manager Justin Grenier

OTHERS PRESENT:

Brad Gilson with Gilson Engineering
Mike Moffitt with Gold Cross Ambulance
HG Kunzler, representative for UDOT

CALL TO ORDER:

Link to Mayor Randall calling the meeting to order and welcoming all those in attendance: 00:00:00

DISCUSSION REGARDING THE PROPOSED SADDLE MESA DEVELOPMENT:

Link to introduction from City Manager John Willis and presentation from Brad Gilson with Gilson Engineering, including discussion between the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, Public Works Director Cameron Cutler, Water Services Director Scott Taylor, Battalion Chief Coty Chadburn, and Mr. Gilson: 00:00:03

Agenda Packet [Page 10]

DISCUSSION REGARDING BILLING FOR 911 DISPATCH SERVICES:

Link to presentation from Police Chief Kyle Whitehead, including discussion between the City Council, Mayor Randall, City Manager John Willis, Deputy City Attorney Jami Bracken, Mike Moffitt with Gold Cross Ambulance, 911 Center Manager Justin Grenier, and Chief Whitehead: 00:44:30

Agenda Packet [Page 20]

1 2 3 4 St. George City Council Minutes May 4, 2023 Page Two 5 6 7 **UPDATE FROM UDOT REGARDING THE I15/700 SOUTH ENVIRONMENTAL ASSESSMENT:** Link to introduction from Public Works Director Cameron Cutler and presentation 8 from UDOT representative HG Kunzler including discussion between the City 9 Council, City Manager John Willis, and Mr. Kunzler: 01:45:40 10 11 Agenda Packet [Page 21] 12 13 ADJOURN AND RECONVENE IN A REGULAR MEETING OF THE CITY COUNCIL: 14 Link to motion: <u>02:04:53</u> 15 16 **MOTION:** 17 A motion was made by Councilmember Larsen to adjourn from the work 18 meeting and reconvene to a regular meeting. 19 **SECOND:** 20 The motion was seconded by Councilmember McArthur. 21 VOTE: 22 Mayor Randall called for a vote, as follows: 23 24 Councilmember Hughes - ave 25 Councilmember McArthur – aye 26 Councilmember Larkin - aye 27 Councilmember Larsen – aye 28 Councilmember Tanner – aye 29 30 The vote was unanimous and the motion carried. 31 32 33 34 35 36 Annette Hansen, Deputy City Recorder 37

1 2 3 4 5 6 ST. GEORGE CITY COUNCIL MINUTES **REGULAR MEETING** MAY 4, 2023 5:00 P.M. **CITY COUNCIL CHAMBERS PRESENT:** 7 **Mayor Michele Randall** 8 **Councilmember Jimmie Hughes** 9 **Councilmember Dannielle Larkin** 10 **Councilmember Gregg McArthur** 11 **Councilmember Natalie Larsen** 12 **Councilmember Michelle Tanner** 13 14 **STAFF MEMBERS PRESENT:** 15 City Manager John Willis 16 **Deputy City Attorney Jami Brackin** 17 **Deputy City Recorder Annette Hansen** 18 **Budget and Financial Planning Manager Robert Myers** 19 Housing Strategies and Policy Manager Shirlayne Quayle 20 **Parks and Community Services Director Shane Moore** 21 **Planner Mike Hadley** 22 **Planner Dan Boles** 23 **Planner Carol Winner Assistant Public Works Director Wes Jenkins** 24 25 26 **OTHERS PRESENT:** 27 **Major Bob Schmig** 28 **Devin Osborne** 29 **Kristy Pike** 30 Solinda Larsen 31 32 **CALL TO ORDER, INVOCATION, AND FLAG SALUTE:** 33 Mayor Randall called the meeting to order and welcomed all in attendance. An 34 invocation was offered by Major Bob Schmig with the Salvation Army and The Pledge 35 of Allegiance was led by Councilmember Hughes. 36 37 Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1] 38 39 MAYOR'S RECOGNITIONS AND UPDATES: 40 Link to Mayor Randall introducing Devin Osborne as well as Kristy Pike and Solinda 41 Larsen with the Washington County Children's Justice Center. They presented the 42 Mayor with the flag football trophy for winning this year's flag football game against 43 Washington City: 00:02:32 [Recording 1] 44 45 CHANGE TO PROCESS FOR COMMENTS FROM THE PUBLIC: 46 Link to presentation from Mayor Randall, including comment from Councilmember 47 Tanner: <u>00:07:03</u> [Recording 1] 48 49 Due to public interruption, the Mayor called for a recess at 5:26 pm 50 51 **CONSENT CALENDAR:** 52 a. Consider approval to order buses from Gillig for the Zion Route.

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(removed for discussion)

BACKGROUND and RECOMMENDATION: The City entered into an agreement with the State and with the County to provide bus service from St. George to Springdale (aka Zion Route). For this service, five (5) new buses needed to be purchased. Once an order is placed, it is estimated that the buses will take 14 to 16 months to be manufactured and delivered. Each bus will cost \$605,620. Funding for these buses will come from the State and County. It is proposed that the buses be purchased from Gillig utilizing the State of Washington open contract (contract #06719) for transit bus purchases. Staff recommends approval.

b. Consider approval to award bid to Interstate Rock Products for the 3050 East and Middleton Drive Sidewalk Project.

 BACKGROUND and RECOMMENDATION: This project was advertised, and the City received five (5) bids. Interstate Rock is the low bidder for a bid of \$436,688.21. Staff recommends awarding the bid to Interstate Rock Products.

c. Consider approval of a Reimbursement Agreement between Washington City and St. George City for the Washington Fields Road South Extension Project.

BACKGROUND and RECOMMENDATION: Washington City is extending Washington Fields Rd to the south near SGU Airport. A portion of this roadway is located within St. George. Washington has requested that St. George participate in the roadway improvements by paying for those improvements which are in St. George. The estimated cost of improvements for St. George is \$400,000. Staff recommends approval of the agreement.

d. Consider approval of the AIP grant offer for the Bipartisan Infrastructure Legislation (BIL), at the St. George Regional Airport for the South Taxiway and Apron Project.

BACKGROUND and RECOMMENDATION: This grant will fund the South Taxiway and Apron project in conjunction with the Sandstone Aviation FBO ramp space project. This project was bid out, Inquiry #23-114, and has been awarded to Whitaker Construction Company, Inc., which was approved by the City Council on April 20, 2023. Staff recommends approval.

e. Consider approval of the Specialize Aeronautic Service Agreement (SASO) with Zion Air Motive LLC.

BACKGROUND and RECOMMENDATION: This is a request for Zion Air Motive LLC to do commercial business at SGU. Zion Air Motive will be located in hangar 53E.Staff recommends approval of the SASO agreement.

f. Consider approval of the minutes from the meetings held on January 26, 2023; March 30, 2023; April 6, 2023: April 11, 2023; April 13, 2023; and April 20, 2023.

 St. George City Council Minutes May 4, 2023 Page Three

Link to presentation from City Manager John Willis, including discussion between the City Council: <u>00:00:00</u> [Recording 2]

Agenda Packet [Page 10]

Link to request by Councilmember Tanner to remove item a from the consent calendar for further discussion: <u>00:00:33</u> [Recording 2]

Link to motion: 00:01:00 [Recording 2]

MOTION:

A motion was made by Councilmember Larkin to approve the consent calendar items b-f, with the note that item b is completing a safe route to school.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Link to motion: <u>00:02:05</u> [Recording 2]

MOTION:

A motion was made by Councilmember Tanner to deny approval of item a, the busses being purchased from Gillig for the Zion Route.

Link to discussion between the City Council and Public Works Director Cameron Cutler regarding item a: 00:02:15 [Recording 2]

The motion died for lack of second.

Link to motion: <u>00:11:02</u> [Recording 2]

MOTION:

A motion was made by Councilmember Larkin to approve item s on the consent calendar.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

| 1 2 3 | St. George City Council Minutes May 4, 2023 Page Four |
|----------------------------------|---|
| 4 5 6 7 8 9 | Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – nay |
| 11 | The motion carried. |
| 12 13 14 15 16 | PUBLIC HEARING/FISCAL YEAR 2022-23 BUDGET AMENDMENTS/RESOLUTION: Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2022-23 Budget. |
| 17 18 19 20 21 | BACKGROUND and RECOMMENDATION: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution. |
| 23 24 25 | Link to introduction from City Manager John Willis and presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council and Mr. Meyers: $\underline{00:11:25}$ [Recording 2] |
| 26 27 | Agenda Packet [Page 116] |
| 28 29 | Link to public hearing: 00:15:21 [Recording 2] |
| 30 31 | Link to motion: 00:15:45 [Recording 2] |
| 32 33 34 35 36 37 | MOTION: A motion was made by Councilmember McArthur to approve the resolution to review and approve amendments to the Fiscal Year 2022-23 Budget. SECOND: The motion was seconded by Councilmember Larkin. |
| 38 39 40 | VOTE: Mayor Randall called for a roll call vote, as follows: |
| 41 42 43 44 45 | Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – nay |
| 46 47 | The motion carried. |
| 48 49 50 | PUBLIC HEARING/SUBSTANTIAL AMENDMENT TO THE PROGRAM YEAR 2022 (FISCAL YEAR 2023) ANNUAL ACTION PLAN FOR THE CDBG PROGRAM: |

AR 2022 (FISCAL YEAR 2023) ANNUAL ACTION PLAN FOR THE CDBG PROGRAM:

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52 53 Public hearing and consideration of a Substantial Amendment to the Plan Year 2022 (Fiscal Year 2023) Annual Action Plan (AAP) for the Community **Development Block Grant (CDBG) program.**

BACKGROUND and RECOMMENDATION: The PY22 Annual Action Plan outlined proposed projects to be funded by the City's CDBG program to address identified needs during PY22 / FY23. A substantial amendment to the AAP and a public hearing is required if project funding increases more than 20%. The Rec Center Bathroom project was originally budgeted at \$40,000. The budget team wishes to allocate an additional \$20,000 for this project from CDBG funding. \$20,000 is available for reallocation to this project because the PY21 Park Worthen Pavilion project was completed under budget during PY22. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Housing Strategies and Policy Manager Shirlayne Quayle: 00:16:12 [Recording 2]

Agenda Packet [Page 119]

Link to public hearing, including comments from resident Erica Hodges and Mayor Randall: 00:17:15 [Recording 2]

Link to comments from City Manager John Willis and Housing Strategies and Policy Manager Shirlayne Quayle: <u>00:18:03</u> [Recording 2]

Link to motion: 00:18:28 [Recording 2]

MOTION:

A motion was made by Councilmember Larkin to approve a Substantial Amendment to the PY22 (FY23) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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

Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/PROGRAM YEAR 2023 (FISCAL YEAR 2024) ANNUAL ACTION PLAN FOR THE CDBG PROGRAM:

Public hearing and consideration of the Program Year 2023 (Fiscal Year 2024) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.

BACKGROUND and RECOMMENDATION: The Program Year 2023 AAP outlines proposed projects to be funded by the City's CDBG program to address identified needs during PY2023/FY2024. This is the fifth year of the City's 2019-2023 Consolidated Plan. Staff recommends approval.

vacation by subdivision amendment for Lot 6 of Greystone Estates.

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1 St. George City Council Minutes 2 3 4 5 6 May 4, 2023 Page Seven SECOND: The motion was seconded by Councilmember Hughes. 7 VOTE: 8 Mayor Randall called for a vote, as follows: 9 10 Councilmember Hughes - aye 11 Councilmember McArthur - aye 12 Councilmember Larkin - aye 13 Councilmember Larsen - aye 14 Councilmember Tanner - aye 15 16 The vote was unanimous and the motion carried. 17 18 **PUBLIC HEARING/EASEMENT VACATION:** 19 Public hearing and consideration of an easement vacation by subdivision 20 amendment for the Crown Point Amended Subdivision, Partial Amendment A 21 for Lot 29, by vacating the rear right-of-way easement and a 20-foot public 22 utility & drainage easement. 23 24 BACKGROUND and RECOMMENDATION: Crown Point Amended was approved by the 25 City Council on November 21, 1996 and recorded at the County Recorder's office on 26 February 11 1997 by Document Number 557117. The Joint Utilities Commission 27 recommended approval. 28 29 Link to presentation from City Planner Mike Hadley: 00:28:05 [Recording 2] 30 31 Agenda Packet [Page 206] 32 33 Link to public hearing: 00:29:20 [Recording 2] 34 35 Link to motion: 00:29:33 [Recording 2] 36 37 **MOTION:** 38 A motion was made by Councilmember Tanner to approve the easement 39 vacation by subdivision amendment for the Crown Point Amended 40 Subdivision, Partial Amendment A for Lot 29, by vacating the rear right-of-41 way easement and a 20-foot public utility & drainage easement. 42 SECOND: 43 The motion was seconded by Councilmember Larsen. 44 VOTE: 45 Mayor Randall called for a vote, as follows: 46 47 Councilmember Hughes - aye 48 Councilmember McArthur - ave 49 Councilmember Larkin - aye 50 Councilmember Larsen – aye 51 Councilmember Tanner - aye 52

The vote was unanimous and the motion carried.

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St. George City Council Minutes May 4, 2023 Page Eight

FEE WAIVER REQUEST:

Consider approval of a request to waive fees for the Spring Round Up Rodeo for Sky Nine Ranch, LLC taking place at the Dixie Sunbowl on May 19-20, 2023.

BACKGROUND and RECOMMENDATION: The Spring Round Up Rodeo is a 2-day event that is held in the spring and winter. Fees for the use of the Sunbowl and police officers as security for this event have been waived in the past. The rodeo takes place at the Dixie Sunbowl from 7:00 p.m.-10:00 p.m. on May 19th and 20th with approximately 300 spectators. The request includes: 1) the Sunbowl fees waived for \$900; and 2) two (2) Police officers to be present and the fees waived would total \$1,600 in security fees. Total fees requested to be waived: \$2,500. Both the Police and Parks and Community Services departments question the need to waive the fees. This event does not require a special event fee due to the fact that the arena facility is designed for rodeos with no additional impacts to the streets and/or neighbors. Staff does not recommend the waiving of fees for this event as it appears to be for-profit.

Link to introduction from City Manager John Willis and presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council, Mayor Randall, Police Chief Kyle Whitehead, and event coordinator Jay Holcomb: 00:30:09 [Recording 2]

Agenda Packet [Page 208]

Link to motion and comments from the Council: 00:45:25 [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to waive the fees for the use of the Sunbowl only for Spring Round Up Rodeo for Sky Nine Ranch, LLC taking place at the Dixie Sunbowl on May 19-20, 2023.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

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

The motion carried.

Mayor Randall called for a recess at 6:30 PM

AMEND CITY CODE/ORDINANCE:

Consider approval of an ordinance amending Title 7, Chapter 4, Sections 1, 3-5, 8, and 12 of the St. George City Code to add definitions, to add license

requirements for a tree pruner, to amend the duties of the City Forester or designee, and to amend the remedies for any violation of this chapter.

BACKGROUND and RECOMMENDATION: A work session held with Council to discuss tree topping of commercial and City owned trees. The changes recommended reflect the work meeting topics and conversations.

Link to presentation from Parks and Community Services Director Shane Moore, including discussion between Mayor Randall, the City Council, and Mr. Moore: 00:00:00 [Recording 3]

Agenda Packet [Page 210]

Link to motion: 00:01:37 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending Title 7, Chapter 4, Sections 1, 3-5, 8, and 12 of the St. George City Code to add definitions, to add license requirements for a tree pruner, to amend the duties of the City Forester or designee, and to amend the remedies for any violation of this chapter.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

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

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

The vote was unanimous and the motion carried.

RESOLUTION TO RECLAIM CEMETERY LOTS:

Consider approval of a resolution to address cemetery lot, site, or parcel have has been unused for more than 60 years and provide notice to owner or interest holder.

BACKGROUND and RECOMMENDATION: The last time that the City went through the process to reclaim burial plots that had not been used in over 60 years was in the 1980s via quiet title action. The State Legislature allows a city to begin the process by adopting the attached resolution, posting in on the public notice website, and then mailing a copy to the owner's address, if known. Reclaiming unused plots will allow staff to do an accurate inventory to determine which plots are truly abandoned and will allow for better usage of the known vacant cemetery plots. The Council could then give further guidance regarding the reclaimed plots: resell, keep vacant, etc. Staff recommends approval of the resolution.

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Link to presentation from Assistant City Attorney Ryan Dooley, including discussion between Mayor Randall and Mr. Dooley: 00:02:23 [Recording 3]

Agenda Packet [Page 11]

Link to motion: 00:04:20 [Recording 3]

A motion was made by Councilmember Larsen to approve the resolution to address cemetery lot, site, or parcel have has been unused for more than 60 years and provide notice to owner or interest holder.

The motion was seconded by Councilmember Tanner.

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

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

The vote was unanimous and the motion carried.

ADOPT FISCAL YEAR 2023-2024 BUDGET/RESOLUTION/SET DATES FOR PUBLIC **HEARINGS:**

Consider approval of a resolution accepting and adopting the Preliminary Fiscal Year 2023-2024 Budget of the City of St. George and to set the dates for the required public hearings.

BACKGROUND and RECOMMENDATION: State Law requires the recommended budget to be presented to the Mayor & City Council on or before the first regular meeting in May of each year and to adopt the final budget on or before June 30th of each year. Staff recommends approval of the resolution to accept and adopt the Preliminary Fiscal Year 2023-2024 Budget and to set the public hearing dates for the final budget as June 1 and June 15, 2023.

Link to presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council and Mr. Myers: 00:04:48 [Recording 3]

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Link to motion: 00:13:12 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the resolution accepting and adopting the Preliminary Fiscal Year 2023-2024 Budget of the St. George City Council Minutes May 4, 2023 Page Eleven

City of St. George and to set the dates for the required public hearings for June 1 and 15, 2023.

SECOND:

The motion was seconded by Councilmember Hughes.

Link to comments from Councilmembers Hughes and Larsen: <u>00:13:35</u> [Recording 3]

Link to vote: 00:14:23 [Recording 3]

VOTE:

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

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

The motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending an approved PD-R (Planned Development Residential) on approximately 17.49 acres located south of the Lagoon Parkway and Painted Ridge Parkway intersection at approximately 5560 South for the purpose of adding a central hotel building and six villa hotel buildings and extending the resort area onto approximately 1.90 acres for a project to be known as Atara Resort at Desert Color, with conditions recommended by the Planning Commission. Case No. 2023-PDA-002

BACKGROUND and RECOMMENDATION: The Planning Commission held a public hearing on March 28, 2023, and received comments from 12 individuals and many emails. The Planning Commission requested more details on the height of the building and continued the item to the next Planning Commission meeting but closed the public hearing. On April 11, 2023, the Planning Commission heard from staff, the architect, and the applicant regarding building height and screening of rooftop mechanical equipment. The Planning Commission forwarded a recommendation for approval of both extending the resort overlay and the PD Amendment with two separate 5-0 votes.

Link presentation from City Planner Dan Boles, including discussion between the City Council, developer Bob Hermandson, Mr. Boles, and Craig Coats: 00:14:50 [Recording 3]

Agenda Packet [Page 231]

Link to motion: 00:32:35 [Recording 3]

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MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending an approved PD-R (Planned Development Residential) on approximately 17.49 acres located south of the Lagoon Parkway and Painted Ridge Parkway intersection at approximately 5560 South for the purpose of adding a central hotel building and six villa hotel buildings and extending the resort area onto approximately 1.90 acres for a project to be known as Atara Resort at Desert Color, with conditions recommended by the Planning Commission.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Randall called for a roll call vote as follows:

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

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Atara at Desert Color, a plat creating seven pads and surrounding common area on 17.49 acres located south of the Lagoon Parkway and Painted Ridge Parkway intersection, on the east side of Pained Ridge Parkway, at approximately 5560 South. Case number 2023-PP-008

BACKGROUND and RECOMMENDATION: The Planning Commission held a public hearing on March 28, 2023. The Planning Commission requested more details on the height of the building (related to the PD amendment and not the plat) and continued the item to the next Planning Commission meeting but closed the public hearing. On April 11, 2023, the Planning Commission heard from staff, the architect, and the applicant regarding building height and screening of rooftop mechanical equipment along with extending the resort overlay and the PD Amendment. The Planning Commission forwarded a recommendation for approval by two separate 5-0 votes.

Link to presentation from City Planner Dan Boles, including discussion between the City Council and Mr. Boles: 00:33:30 [Recording 3]

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Link to motion: 00:35:32 [Recording 3]

MOTION:

A motion was made by Councilmember McArthur to approve the preliminary plat for Atara at Desert Color, a plat creating seven pads and surrounding

 St. George City Council Minutes May 4, 2023 Page Thirteen

common area on 17.49 acres located south of the Lagoon Parkway and Painted Ridge Parkway intersection, on the east side of Pained Ridge Parkway, at approximately 5560 South.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.17 acres located at 2939 East Mall Drive for the purpose of adding a new 16,174 square foot professional

office building for a project to be known as Mall Drive Professional Office, with a condition recommended by the Planning Commission. Case No. 2023-PDA-005

BACKGROUND and RECOMMENDATION: The Planning Commission held a public hearing for this PD amendment on April 11, 2023 and recommended approval by a 5-0 vote.

Link to presentation from City Planner Dan Boles, including discussion between the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, and Mr. Boles: <u>00:36:05</u> [Recording 3]

Agenda Packet [Page 314]

Link to motion: 00:41:38 [Recording 3]

MOTION:

A motion was made by Councilmember Larsen to approve the ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.17 acres located at 2939 East Mall Drive for the purpose of adding a new 16,174 square foot professional office building for a project to be known as Mall Drive Professional Office, with conditions recommended by the Planning Commission.

SECOND:

The motion was seconded by Councilmember Tanner.

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2 May 4, 2023
3 Page Fourteen
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5 **VOTE:**6 Mayor Randall cal
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8 Councilmember H

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

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

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending an approved PD-C (Planned Development Commercial) on approximately 3.52 acres located at 1580 and 1606 East Gateway Drive for the purpose of adding two new buildings; Cascade Collision at 21,120 square feet and a tire store of 7,529 square feet for a project to be known as Cascade Collision and Tire Store, with conditions recommended by the Planning Commission. Case No. 2023-PDA-003

BACKGROUND and RECOMMENDATION: In 2018, the Twin Lakes PD-C (Planned Development Commercial), also known as Gateway Commons, was established by Case No. 2018-ZC-014. The Planned Development was referred to as Gateway Commons or Twin Lakes Commercial. At the March 28, 2023 Planning Commission meeting, a public hearing was held for this item following which the Planning Commission forwarded a recommendation of approval by a 4-1 vote.

Link to presentation from Planner Carol Winner, including discussion between the City Council, City Manager John Willis, and Ms. Winner: <u>00:42:22</u> [Recording 3]

Agenda Packet [Page 338]

Link to motion: <u>00:50:02</u> [Recording 3]

MOTION:

A motion was made by Councilmember McArthur to approve the ordinance amending an approved PD-C (Planned Development Commercial) on approximately 3.52 acres located at 1580 and 1606 East Gateway Drive for the purpose of adding two new buildings; Cascade Collision at 21,120 square feet and a tire store of 7,529 square feet for a project to be known as Cascade Collision and Tire Store, with conditions recommended by the Planning Commission.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

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

Councilmember Hughes – aye Councilmember McArthur – aye St. George City Council Minutes May 4, 2023 Page Fifteen

Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

An ordinance amending an approved PD-C (Planned Development Commercial) and adopting a development agreement on approximately 4.17 acres located at approximately 3425 South River Road for the purpose of redesigning the layout and elevations of an approved but not yet developed storage rental unit facility for a project to be known as STG Storage Facility, with conditions from Planning Commission. Case No. 2022-PDA-052 and 2023-DA-002

BACKGROUND and RECOMMENDATION: In 2018 (Case No. 2018-ZC-002), the zoning on this property was changed from the PD-R (Planned Development Residential) district to PD-C (Planned Development Commercial) district for the purpose of putting in a storage unit rental facility. The site was to contain 263 single story storage units along with a three-story climate-controlled building for additional storage units, office space, and living space for the on-site property manager. This project was approved under a six-month temporary ordinance (2017-09-004) for storage units; however, the project was never developed, and the land has since changed ownership. This item is accompanied with a development agreement (see case 2023-DA-002). The development agreement addresses the total number of storage rental units permitted, design conditions, screening conditions, previous approval, and the design and installation of roads. On April 11, 2023, the Planning Commission forwarded a recommendation for approval of this planned development amendment, with conditions, by a 5-0 vote.

Link to presentation from City Planner Carol Winner, including discussion between the City Council, Mayor Randall, and Matt Loo representing the applicant: 00:51:12 [Recording 3]

Agenda Packet [Page 378]

Link to motion: <u>01:00:25</u> [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending the approved PD-C (Planned Development Commercial) and adopting a development agreement on approximately 4.17 acres located at approximately 3425 South River Road for the purpose of redesigning the layout and elevations of an approved but not yet developed storage rental unit facility for a project to be known as STG Storage Facility, with conditions from the Planning Commission.

SECOND:

 The motion was seconded by Councilmember Hughes.

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St. George City Council Minutes

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

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

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance amending the zone from the R-1-8 (Single Family Residential minimum 8,000 sq ft lot size) and R-1-10 (Single Family Residential minimum 10,000 sq ft lot size) to PD-R (Planned Development Residential) on approximately 14.99 acres located at 1100 West Curley Hollow Drive to allow for a residential townhome development. Case No 2023-ZC-001

BACKGROUND and RECOMMENDATION: The proposed Rosewood Townhomes have an underlying General Plan Land Use designation of MDR (Medium Density Residential) which allows for 4 to 9 units per acre. The proposed development consist of 134 townhome units with a density of 8.93 units per acre. The Planning Commission originally reviewed this application on February 28, 2023. There was a public hearing and comments from the residents was provided with concerns regarding traffic. The Planning Commission expressed concern for the landscaping between and around the buildings and the item was tabled. The Planning Commission then reviewed this item on April 11th, 2023. After review of the detailed landscape plan showing landscaping between the buildings, the Planning Commission forwarded a recommendation for approval of the proposed Rosewood Townhome project by a 5-0 vote.

Link to presentation from City Planner Mike Hadley, including discussion between the City Council, City Manager John Wills, Mayor Randall, and applicants Tim Stewart and Jared Bates: 01:01:30 [Recording 3]

Agenda Packet [Page 438]

Link to motion: 01:13:10 [Recording 3]

MOTION:

A motion was made by Councilmember Tanner to approve the ordinance amending the zone from the R-1-8 (Single Family Residential minimum 8,000 sq ft lot size) and R-1-10 (Single Family Residential minimum 10,000 sq ft lot size) to PD-R (Planned Development Residential) on approximately 14.99 acres located at 1100 West Curley Hollow Drive to allow for a residential townhome development.

SECOND:

The motion was seconded by Councilmember Larkin.

 St. George City Council Minutes May 4, 2023 Page Seventeen

VOTE:

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

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

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a Hillside Development Permit to allow for the disturbance of areas in the 20-30%, 30-40%, and 40% and above slope areas in anticipation of the construction of the Rosewood Townhomes project.

BACKGROUND and RECOMMENDATION: This is a request to obtain a Hillside Development Permit for the subject property located at 1100 West Curly Hollow Drive. The applicants are proposing to build a new townhome development on the property. The subject property is in the Hillside Overlay district. Section 10-13A-7 of the St. George City Code requires that all major development (i.e., cuts greater than 4', etc.) on slopes above 20% requires a 'Hillside Development Permit' granted by the City Council upon recommendation from the Hillside Review Board and the Planning Commission.

Link to introduction from and presentation from Planner Mike Hadley: <u>01:13:50</u> [Recording 3]

Agenda Packet [Page 464]

Link to motion: 01:14:33 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the Hillside Development Permit to allow for the disturbance of areas in the 20-30%, 30-40%, and 40% and above slope areas in anticipation of the construction of the Rosewood Townhomes project.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye

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Councilmember Larsen – aye Councilmember Tanner - aye

The vote was unanimous and the motion carried.

Consider approval of the preliminary plat for the proposed Rosewood Townhomes, a 134-unit townhome development on 14.99 acres located at 1100 West Curley Hollow Drive. Case No. 2023-PP-006.

BACKGROUND and RECOMMENDATION: This is proposal for a 134-unit townhome project with a proposed density of 8.93 units per acre. The preliminary plat was reviewed by the Planning Commission on April 11, 2023, following which the Commission forwarded a recommendation for approval by a 5-0 vote.

Link to presentation from Planner Mike Hadley: 01:15:00 [Recording 3]

Agenda Packet [Page 666]

Link to motion: 01:15:30 [Recording 3]

MOTION:

A motion was made by Councilmember Tanner to approve the preliminary plat for the proposed Rosewood Townhomes, a 134-unit townhome development on 14.99 acres located at 1100 West Curley Hollow Drive.

SECOND:

The motion was seconded by Councilmember Hughes.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending the City's General Plan Land Use Map from the LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 4.51 acres located on west Canyon View Drive, west of Dixie Drive for a project to be known as GV-5. Case No. 2022-**GPA-011**

BACKGROUND and RECOMMENDATION: This General Plan Land Use Map Amendment is for land generally located on Canyon View Drive, just west of Dixie Drive. This property sits just below the Las Palmas resort area. the Planning Commission held a public hearing on this request on April 11, 2023 and a motion to

forward a positive recommendation was made with a vote of 3-2 in favor of the motion. Because there were not 4 votes in favor, the motion failed and there is no recommendation from the Planning Commission for the requested change to the General Plan Land Use Map.

Link to presentation from Planner Carol Winner, including discussion between the City Council, City Manager John Willis, and Ms. Winner: <u>01:16:43</u> [Recording 3]

Agenda Packet [Page 669]

Link to motion: 01:25:43 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending the City's General Plan Land Use Map from the LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 4.51 acres located on west Canyon View Drive.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

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

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

The motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending the City's General Plan Land Use Map from RES (Residential) to IND (Industrial) on 51.97 acres located to the area north and northwest of Exit 7 of the Southern Parkway for a project to be known as the Desert Canyons Business Park. Case No. 2023-GPA-002

BACKGROUND and RECOMMENDATION: The applicant is requesting to move a pod of PD-R (Planned Development Residential) from its current location north and northwest of Exit 7 of the Southern Parkway to the south side of Southern Parkway where there is existing residential development. In place of the residential pod, the applicant is requesting to change the Future Land Use Map to IND (Industrial) so the Properties can then be potentially rezoned to the M-1 (Manufacturing) zoning district to ultimately be developed for the Desert Canyons Business Park.

Link to presentation from City Planner Mike Hadley, including discussion between the City Council, City Manager John Willis, and applicant Curt Gordon: <a href="https://doi.org/10.1001/john.2001/j

St. George City Council Minutes May 4, 2023 Page Twenty

Agenda Packet [Page 684]

Business Park.

Link to motion: 01:35:25 [Recording 3]

MOTION:

52 Link to moti

Agenda Packet [Page 698]

Link to motion: 01:41:27 [Recording 3]

SECOND:The motion was seconded by Councilmember Tanner.

VOTE:

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

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

Consider approval of an ordinance amending the City's General Plan Land Use Map from VLDR (Very Low Density) to LDR (Low Density Residential) on approximately 74.098 acres located south of the Tonaquint Terrace Subdivision for a project to be known as Tonaquint Heights Subdivision Phases 4-7. Case No. 2023-GPA-001

A motion was made by Councilmember McArthur to approve the ordinance

of the Southern Parkway for a project to be known as the Desert Canyons

amending the City's General Plan Land Use Map from RES (Residential) to IND

(Industrial) on 51.97 acres located to the area north and northwest of Exit 7

BACKGROUND and RECOMMENDATION: This item was brought before the Planning Commission on April 11th, 2023. At the public hearing there were many residents providing comments regarding the conversion of open space to residential housing. The submitted application was a request to amend the Future Land Use Map from OS (Open Space) to LDR (Low Density Residential). In May of 2006 the Future Land Use Map was changed from OS (Open Space) to VLDR (Very Low Density Residential) which was never updated on the city maps. The maps have since been updated. This application is a request to amend the map from VLDR to LDR. There are properties assigned to the LDR designation to the north and south of the site and properties assigned to the OS designation to the west. The Planning Commission forwarded a recommendation for approval to the City Council by a 5-0 vote.

Link to presentation from City Planner Mike Hadley, including discussion between the City Council and applicant Logan Blake: 01:36:05 [Recording 3]

St. George City Council Minutes May 4, 2023 Page Twenty-one

MOTION:

A motion was made by Councilmember Tanner to approve the ordinance amending the City's General Plan Land Use Map from VLDR (Very Low Density) to LDR (Low Density Residential) on approximately 74.098 acres located south of the Tonaquint Terrace Subdivision for a project to be known as Tonaquint Heights Subdivision Phases 4-7.

SECOND:

The motion was seconded by Councilmember Larkin with the comment that this area was already designated to be residential spaces and will preserve more open space.

VOTE:

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

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

The vote was unanimous and the motion carried.

Link to comment from Councilmember McArthur prior to his vote: 01:42:37 [Recording 3]

CONDITIONAL USE PERMIT:

Consider approval of a Conditional Use Permit to update the building facades and add a 1,500 square foot drive-thru restaurant to the southwest corner of the property located at 160 North Bluff Street. Case No. 2023-CUP-001

BACKGROUND and RECOMMENDATION: The applicants would like to update the building facades and add a 1,500 square foot restaurant with a drive-thru in the southwest corner of the parking lot of the existing development located on the northeast corner of the St. George Blvd and Bluff Street intersection. The development is home to Hurst General Store / Ace Hardware, Mattress Store, Arturo's, and The Desert Rat. In 2018, an 8,000 square foot building located on the southwest corner of this shopping center was razed as part of the Bluff Street expansion project. On April 25, 2023, the Planning Commission held a public hearing on this case and forwarded a recommendation for approval with conditions by a 5-0 vote.

Link to presentation from City Planner Carol Winner, including discussion between the Mayor, City Council, and Ms. Winner: <u>01:43:09</u> [Recording 3]

Agenda Packet [Page 715]

Link to motion: 01:48:58 [Recording 3]

St. George City Council Minutes May 4, 2023 Page Twenty-two **MOTION:** Street. SECOND: VOTE:

A motion was made by Councilmember Larsen to approve the Conditional Use Permit to update the building facades and add a 1,500 square foot drive-thru restaurant to the southwest corner of the property located at 160 North Bluff Street.

The motion was seconded by Councilmember McArthur.

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a Hillside Development Permit to mitigate the placement of a block wall in the hillside development overlay zone on approximately .26 acres located at 150 North Donlee Drive for a project to be known as 150 North Donlee Drive, with conditions from Planning Commission.

BACKGROUND and RECOMMENDATION: This is a request to obtain a hillside permit for the property located at 150 N. Donlee Drive. The applicant has put in a 10.5' tall retaining wall along their rear residential property line, which is along the ridgeline above Bluff Street. The retaining wall was built without a hillside or building permit. This hillside development permit will address the ridgeline setback, the structural stability of the retaining wall, and the height of the retaining wall. The Planning Commission held a public hearing on this item on April 25, 2023, and with a 4-1 recommended approval with conditions.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council, City Manager John Willis, property owner Ryan Davis, Deputy City Attorney Jami Brackin, Mayor Randall, and Mr. Jenkins: 01.49.27 [Recording 3]

Agenda Packet [Page 741]

Link to motion: 02:08:28 [Recording 3]

MOTION:

A motion was made by Councilmember Larkin to approve the Hillside Development Permit to mitigate the placement of a block wall by coming into compliance with code as presented by Assistant Public Works Director Wes Jenkins, with option 3 and that the block wall be colored black to match the St. George City Council Minutes

hillside and natural vegetation be replanted on the 40% slope to mitigate any drainage issues.

Link to comments from Assistant Public Works Director Wes Jenkins, City Council, Deputy City Attorney Jami Brackin, and City Manager John Willis: 02:09:11

Link to second and vote: 02:10:03 [Recording 3]

The motion was seconded by Councilmember McArthur.

Mayor Randall called for a vote, as follows:

Councilmember Hughes - aye Councilmember McArthur - ave Councilmember Larkin - aye Councilmember Larsen - aye Councilmember Tanner - aye

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT:

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Consider approval of a Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas in anticipation of the construction of a new commercial project.

BACKGROUND and RECOMMENDATION: This is a request to obtain a hillside permit for the property located on the northeast corner of Auto Mall Drive and Blackridge Drive. This item was presented at the March 23, 2022 Hillside Board meeting and then again on the May 25, 2022 Hillside Board meeting. A public meeting was held at the Planning Commission on June 28, 2022 where the Planning Commission, with a unanimous vote, recommended approval.

Link to presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council, Mayor Randall, City Manager John Willis, applicant Austin Atkin, and Deputy City Attorney Jami Brackin: 02:10:13 [Recording 3]

Agenda Packet [Page 816]

Link to motion: 02:25:00 [Recording 3]

MOTION:

A motion was made by Councilmember Hughes to continue the Hillside Development Permit, item #26.

SECOND:

The motion was seconded by Councilmember Larkin.

| 1 2 3 | St. George City Council Minutes May 4, 2023 Page Twenty-four |
|----------------|--|
| 4 | rage (Wenty Tour |
| 4 5 | VOTE: |
| 6 7 | Mayor Randall called for a vote, as follows: |
| 8 9 10 | Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye |
| 11 12 13 | Councilmember Larsen – aye Councilmember Tanner – aye |
| 13 14 15 | The vote was unanimous and the motion carried. |
| 16 | APPOINTMENTS: |
| 17 | Appointments to Boards and Commissions of the City. |
| 18 | Appointments to bourds and commissions of the city |
| 19 | No appointments were made. |
| 20 | The appointments were made. |
| 21 | REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER |
| 22 | |
| 23 24 | No reports were given. |
| 25 | ADJOURN: |
| 26 27 | Link to motion: 02:26:10 [Recording 3] |
| 28 | MOTION: |
| 29 | A motion was made by Councilmember Larsen to adjourn. |
| 30 | SECOND: |
| 31 | The motion was seconded by Councilmember Larkin. |
| 32 | VOTE: |
| 33 | Mayor Randall called for a vote, as follows: |
| 34 | Tray of Harraum dance for a vocey as follows: |
| 35 | Councilmember Hughes – aye |
| 36 | Councilmember McArthur – aye |
| 37 | Councilmember Larkin – aye |
| 38 | Councilmember Larsen – aye |
| 39 | Councilmember Tanner – aye |
| 40 | esantimients of raintel aye |
| 41 | The vote was unanimous and the motion carried. |
| 42 | The vote was analimous and the motion carried. |
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| 47 | Annette Hansen, Deputy City Recorder |
| 48 | ttt |

ST. GEORGE CITY COUNCIL MINUTES WORK MEETING MAY 11, 2023 4:00 P.M. ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Tani Downing
Deputy City Attorney Jami Brackin
City Recorder Christina Fernandez
Airport Manager Rich Stehmeier – left the meeting following item 1
Community Development Director Jim Bolser
Planner Dan Boles – left the meeting following item 2
Public Works Director Cameron Cutler
Assistant Public Works Director Wes Jenkins

OTHERS PRESENT:

Representatives from Freeman Holdings Representatives from Above View Josh Lyon with Wasatch Commercial Builders Stacy Young, Developer

CALL TO ORDER, INVOCATION, AND FLAG SALUTE:

Link to Mayor Randall calling the meeting to order and welcomed all in attendance. An invocation was offered by Reverend Alex Wilkie and The Pledge of Allegiance was led by Councilmember McArthur.

Link to call to order, invocation, and flag salute: <a>00:00:00 [Recording 1]

DISCUSSION REGARDING FREEMAN HOLDINGS PURCHASE OF ABOVE VIEW FBO:

Link to introduction from City Manager John Willis and presentation from Deputy City Attorney Jami Brackin, including discussion between the City Council, Airport Manager Rich Stehmeier, representatives from Freeman Holdings, representatives from Above View, City Manager John Willis, Mayor Randall, and Ms. Brackin: 00:02:20 [Recording 1]

Agenda Packet [Page 2]

DISCUSSION REGARDING THE SOLEIL RIDGE PROJECT:

ink to introduction from City Manager John Willis and presentation from Deputy City Attorney Jami Brackin, including discussion between the City Council, Josh Lyon, City Manager John Willis, and Ms. Brackin: 00:16:57 [Recording 1]

St. George City Council Minutes May 11, 2023 Page Two

DISCUSSION REGARDING WHETHER OR NOT THE FOLLOWING PROPERTIES ARE IN PUBLIC USE AND ARE ELIGIBLE FOR SALE: 1) PARCEL SG-VW-50-B; 2) 200 NORTH 200 WEST; AND 3) 2450 SOUTH CRIMSON CLIFFS WAY:

Link to introduction from City Manager John Willis and presentation from Public Works Director Cameron Cutler, including discussion between Deputy City Attorney Jami Brackin, City Manager John Willis, the City Council, Stacy Young, and Mr. Cutler: 00:31:08 [Recording 1]

Agenda Packet [Page 35]

DISCUSSION REGARDING PROPOSED CHANGED TO CITY CODE PERTAINING TO CAMPAIGN FINANCE STATEMENTS:

Link to introduction from City Manager John Willis and presentation from Deputy City Attorney Jami Brackin, including discussion between the City Council, City Manager John Willis, and City Recorder Christina Fernandez: 00:51:30 [Recording 1]

Agenda Packet [Page 38]

REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to report from Councilmember McArthur: 01:02:50 [Recording 1]

Link to update from Community Development Director Jim Bolser, including discussion between the City Council, Mayor Randall, City Attorney Tani Downing, and City Manager John Willis: 00:00:00 [Recording 2]

Link to update from Fire Chief Stoker: 00:05:23 [Recording 2]

ADJOURN AND RECONVENE IN A REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 00:10:08 [Recording 2]

MOTION:

A motion was made by Councilmember McArthur to adjourn from the work meeting and reconvene to a regular meeting.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

| 1 | ST. GEORGE CITY COUNCIL MINUTES | | |
|-----------------------|---|--|--|
| | REGULAR MEETING | | |
| 2 3 4 5 6 | MAY 11, 2023 5:30 P.M. | | |
| 4 | CITY COUNCIL CHAMBERS | | |
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| | PRESENT: | | |
| 7 | Mayor Michele Randall – via Zoom | | |
| 8 | Councilmember Jimmie Hughes | | |
| 9 10 | Councilmember Dannielle Larkin | | |
| 11 | Councilmember Gregg McArthur Councilmember Natalie Larsen | | |
| 12 | Councilmember Natane Larsen Councilmember Michelle Tanner | | |
| 13 | Counciline in the interior runner | | |
| 14 | STAFF MEMBERS PRESENT: | | |
| 15 | City Manager John Willis | | |
| 16 | Deputy City Attorney Jami Brackin | | |
| 17 | City Recorder Christina Fernandez | | |
| 18 | Facilities Maintenance Manager Carlos Robles | | |
| 19 | Fire Chief Robert Stoker | | |
| 20 | Police Chief Kyle Whitehead | | |
| 21 22 | CALL TO ORDER: | | |
| 23 | Link to Mayor Randall calling the meeting to order and welcomed all in attendance: | | |
| 24 | 00:00:00 | | |
| 25 | <u>33133133</u> | | |
| 26 | AWARD OF BID: | | |
| 27 | Consider approval to award bid to Watts Construction for the | | |
| 28 | construction of fire station 10 in the amount of \$6,419,000. | | |
| 29 | | | |
| 30 | Link to introduction from City Manager John Willis and presentation from Facilities | | |
| 31 | Manager Carlos Robles, including discussion between City Manager John Willis, | | |
| 32 33 | the City Council, Chief Stoker, and Mr. Robles: 00:00:08 | | |
| 33 | Agenda Packet [Page 2] | | |
| 35 | Agenda Facket [Fage 2] | | |
| 36 | Link to motion: 00:02:32 | | |
| 37 | | | |
| 38 | MOTION: | | |
| 39 | A motion was made by Councilmember Tanner to award the bid to Watts | | |
| 40 | Construction for the construction of fire station 10 in the amount of | | |
| 41 | \$6,419.000. | | |
| 42 | SECOND: | | |
| 43 | The motion was seconded by Councilmember McArthur. | | |
| 44 45 | VOTE: Mayor Bandall called for a yeto, as follows: | | |
| 45 46 | Mayor Randall called for a vote, as follows: | | |
| 47 | Councilmember Hughes – aye | | |
| 48 | Councilmember McArthur – aye | | |
| 49 | Councilmember Larkin – aye | | |
| 50 | Councilmember Larsen – aye | | |
| 51 | Councilmember Tanner – aye | | |
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| 53 | The vote was unanimous and the motion carried. | | |

| 1 2 3 4 | St. George City Council Minutes May 11, 2023 Page Two |
|------------------|---|
| 5 6 7 8 | ADJOURN TO A CLOSED MEETING: Request a closed session to discuss litigation, security, property acquisition or sale, or the character or professional competence or physical or mental health of an individual. |
| 9 10 11 | Link to motion: <u>00:03:02</u> |
| 12 | MOTION: |
| 13 | A motion was made by Councilmember Larsen to adjourn to a closed meeting |
| 14 | to discuss security. |
| 15 | SECOND: |
| 16 | The motion was seconded by Councilmember McArthur. |
| 17 | VOTE: |
| 18 19 | Mayor Randall called for a vote, as follows: |
| 20 | Councilmember Hughes – aye |
| 21 | Councilmember McArthur – aye |
| 22 | Councilmember Larkin – aye |
| 23 | Councilmember Larsen – aye |
| 24 | Councilmember Tanner – aye |
| 25 | |
| 26 | The vote was unanimous and the motion carried. |
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| 28 | ADJOURN: |
| 29 | The meeting adjourned following the closed meeting. |
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| 35 | Christina Fernandez, City Recorder |
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| 1 | ST. GEORGE CITY COUNCIL MINUTES |
|----------|--|
| 2 | WORK MEETING |
| 3 | MAY 18, 2023, 8:30 A.M. |
| 4 5 | DIXIE POWER ADMINISTRATION BUILDING |
| 6 | PRESENT: |
| 7 | Mayor Pro Tem Jimmie Hughes |
| 8 | Councilmember Gregg McArthur |
| 9 | Councilmember Dannielle Larkin |
| 10 | Councilmember Natalie Larsen |
| 11 | Councilmember Michelle Tanner |
| 12 | Counciline in Pricticité Turnier |
| 13 | EXCUSED: |
| 14 | Mayor Michele Randall |
| 15 | |
| 16 | STAFF MEMBERS PRESENT: |
| 17 | City Manager John Willis |
| 18 | City Attorney Tani Pack Downing |
| 19 | City Recorder Christina Fernandez |
| 20 | Assistant City Manager Deanna Brklacich |
| 21 | Assistant City Manager Marc Mortensen |
| 22 | Budget and Financial Planning Manager Robert Myers |
| 23 | Assistant Budget Manager Chad Moultrie |
| 24 | Water Services Director Scott Taylor |
| 25 | Communication and Marketing Director David Cordero |
| 26 | Police Chief Kyle Whitehead |
| 27 | Fire Chief Robert Stoker |
| 28 | Administrative Services Director Trevor Coombs |
| 29 | Parks and Community Services Director Shane Moore |
| 30 | Public Works Director Cameron Cutler |
| 31 | Community Development Director Jim Bolser |
| 32 | Human Resources Director Sharon Hokanson |
| 33 | Executive Assistant Emilie Pinkelman |
| 34 | Deputy Fire Chief Brad Esplin |
| 35 | Battalion Chief Coty Chadburn |
| 36 | Airport Operations Dustin Warren |
| 37 | Golf Director Colby Cowan |
| 38 | |
| 39 | CALL TO ORDER: |
| 40 | Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. |
| 41 | |
| 42 | Link to call to order: 00:00:00 |
| 43 | DICCUCCION DECARRING THE ELCCAL VEAR 2022 2024 BURGET. |
| 44 | DISCUSSION REGARDING THE FISCAL YEAR 2023-2024 BUDGET: |
| 45 | Link to welcome and introduction from City Manager John Willis, including |
| 46 | discussion between the City Council, City staff members and City Manager John |
| 47 | Willis: <u>00:00:20</u> [Recording 1] |
| 48 | Aganda Dagkat [Daga 2] |
| 49 | Agenda Packet [Page 2] |
| 50 51 | |
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St. George City Council Minutes May 18, 2023 Page Two

Link to discussion regarding Council Goals and Priorities and a consolidated budget overview, including discussion between the City Council, City Manager John Willis, and Mr. Myers: 00:09:43 [Recording 1]

Link to discussion regarding Public Safety, including a presentation from Budget and Financial Planning Manager Robert Myers and discussion between Police Chief Whitehead, Assistant City Manager Deanna Brklacich, City Manager John Willis, Mr. Myers, and Mayor Pro Tem Hughes: 00:49:55 [Recording 1]

Link to discussion regarding Public Safety, including a presentation from Fire Chief Stoker and discussion between Budget and Financial Planning Manager Robert Myers, the City Council, Deputy Fire Chief Brad Esplin, Assistant City Manager Deanna Brklacich, and Chief Stoker: 01:07:40 [Recording 1]

Link to discussion regarding Economic Development and the Airport, including a presentation from Budget and Financial Planning Manager Robert Myers and discussion between the City Council, City Manager John Willis, Public Works Director Cameron Cutler, Assistant City Manager Deanna Brklacich, and Mr. Myers: 01:27:00 [Recording 1]

Link to discussion regarding Public Works, including an introduction from Budget and Financial Planning Manager Robert Myers, presentation from Public Works Director Cameron Cutler, and discussion between the City Council, City Manager John Willis, Administrative Services Director Cameron Cutler, Assistant City Manager Deanna Brklacich, and Mr. Myers: 01:33:10 [Recording 1]

Link to discussion regarding Community Development, including introduction from Budget and Financial Planning Manager Robert Myers, presentation from Community Development Director Jim Bolser, and discussion between the City Council, City Manager John Willis, Assistant City Manager Deanna Brklacich, Mayor Pro Tem Hughes, and Mr. Bolser: 01:51:50 [Recording 1]

Link to discussion regarding Golf, including an introduction from Budget and Financial Planning Manager Robert Myers, a presentation from Assistant City Manager Marc Mortensen, and discussion between the City Council, Golf Director Colby Cowan, Communications and Marketing Director David Cordero, Mr. Myers, City Manager John Willis, Water Services Director Scott Taylor, and Administrative Services Director Trevor Coombs: 01:58:01 [Recording 1]

St. George City Council Minutes May 18, 2023 Page Three

Link to discussion regarding Parks and Community Services, including an introduction from Budget and Financial Planning Manager Robert Myers, a presentation from Parks and Community Services Director Shane Moore, and discussion between the City Council, Mayor Pro Tem Hughes, City Manager John Willis, Assistant City Manager Deanna Brklacich, Mr. Myers, and Mr. Moore: 02:34:25 [Recording 1]

Link to discussion regarding Debt Service and Transfers, including a presentation from Budget and Financial Planning Manager Robert Myers and discussion between the City Council and Mr. Myers: <u>03:09:37</u> [Recording 1]

Link to discussion between the City Council, Mayor Pro Tem Hughes, Assistant City Manager Deanna Brklacich, and Budget and Financial Planning Manager Robert Myers regarding the general fund: 03:14:07 [Recording 1]

Link to introduction from Budget and Financial Planning Manager Robert Myers regarding Enterprise Funds: <u>03:14:37</u> [Recording 1]

Link to presentation from Water Services Director Scott Taylor, and discussion between the City Council, Mayor Pro Tem Hughes, Administrative Services Director Trevor Coombs, and Mr. Taylor: 03:16:00 [Recording 1]

Mayor Pro Tem Hughes called for a recess.

Link to discussion regarding Electric Utility, including a presentation from Assistant City Manager Deanna Brklacich and discussion between the City Council, Mayor Pro Tem Hughes, Administrative Services Director Trevor Coombs, and Ms. Brklacich: 00:00:00 [Recording 2]

Link to discussion regarding the Drainage Utility fund, including a presentation from Public Works Director Cameron Cutler and discussion between the City Council, Mayor Pro Tem Hughes, Water Services Director Scott Taylor, Administrative Services Director Trevor Coombs, Assistant City Manager Deanna Brklacich, and Mr. Cutler: 00:13:30 [Recording 2]

Link to discussion regarding the General Capital Projects Fund, including an introduction from Budget and Financial Planning Manager Robert Myers, presentation from Assistant City Manager Deanna Brklacich, and discussion between the City Council, Mayor Pro Tem Hughes, Assistant City Manager Marc Mortensen, City Manager John Willis, Battalion Chief Coty Chadburn, Fire Chief Stoker, Administrative Services Director Trevor Coombs, and Ms. Brklacich: 01:00:30 [Recording 2]

Link to discussion regarding the Fire & Police Impact Funds, including a presentation from Budget and Financial Planning Manager Robert Myers and comments from Fire Chief Stoker: <a href="https://doi.org/10.1007/journal.org/10

St. George City Council Minutes May 18, 2023 Page Four

Link to discussion regarding the Park Impact Fund, including a presentation from Parks and Community Services Director Shane Moore and discussion between the City Council, Administrative Services Director Trevor Coombs, and Mr. Moore: 01:28:41 [Recording 2]

Link to discussion regarding the Public Works Capital Project Fund, including a presentation from Public Works Director Cameron Cutler and discussion between the City Council and Mr. Cutler: <a href="https://doi.org/10.1001/journal.org/10.1001/jo

Link to discussion regarding the Regional Airport Capital Project Fund, including a presentation from Budget and Financial Planning Manager Robert Myers and discussion between the City Council, Assistant City Manager Deanna Brklacich, Administrative Services Director Trevor Coombs, and Mr. Myers: <a href="https://doi.org/10.1001/journal.org/10.

Link to discussion regarding the Other Funds, including an introduction from Budget and Financial Planning Manager Robert Myers and presentation regarding the Health Insurance Fund: 01:40:47 [Recording 2]

Link to discussion regarding the Public Transit Fund (Suntran), including a presentation from Public Works Director Cameron Cutler and discussion between the City Council, Mayor Pro Tem Hughes, City Manager John Willis, and Mr. Cutler: 01:44:06 [Recording 2]

Link to discussion regarding the RAP Tax Fund, including a presentation from Parks and Community Services Director Shane Moore and discussion between the City Council and Mr. Moore: <a href="https://doi.org/10.1001/journal.org

Link to discussion regarding the Economic Development Agency Funds, including a presentation from Budget and Financial Planning Manager Robert Myers and discussion between the City Council, Mayor Pro Tem Hughes, Assistant City Manager Deanna Brklacich, Administrative Services Director Trevor Coombs, City Manager John Willis, and Mr. Myers: 02:06:30 [Recording 2]

Link to discussion between Budget and Financial Planning Manager Robert Myers, the City Council, Mayor Pro Tem Hughes, Assistant City Manager Deanna Brklacich, City Manager John Willis, and Communications and Marketing Director David Cordero regarding Other Funds: 02:12:10 [Recording 2]

Link to discussion between Budget and Financial Planning Manager Robert Myers, the City Council, and Mayor Pro Tem Hughes regarding the overall budget: 02:16:16 [Recording 2]

Link to discussion closing remarks from City Manager John Willis, the City Council, Mayor Pro Tem Hughes, and Administrative Services Director Trevor Coombs: 02:20:36 [Recording 2]

| 1 | St. George City Council Minutes |
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| 2 | May 18, 2023 |
| 3 | Page Five |
| 4 5 | |
| 5 | AJOURN: |
| 6 7 8 | Link to motion: 02:24:40 [Recording 2] |
| 7 | |
| 8 | MOTION: |
| 9 | A motion was made by Councilmember Larsen to adjourn. |
| 10 | SECOND: |
| 11 | The motion was seconded by Councilmember Larkin. |
| 12 | VOTE: |
| 13 | Mayor Pro Tem Hughes called for a vote, as follows: |
| 14 | |
| 15 | Councilmember Hughes – aye |
| 16 | Councilmember Larkin – aye |
| 17 | Councilmember McArthur – aye |
| 18 | Councilmember Larsen – aye |
| 19 | Councilmember Tanner – aye |
| 20 | |
| 21 | The vote was unanimous and the motion carried. |
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| 27 | Christina Fernandez, City Recorder |

1 ST. GEORGE CITY COUNCIL MINUTES 2 3 4 5 6 REGULAR MEETING MAY 18, 2023, 3:30 P.M. **DIXIE POWER ADMINISTRATION BUILDING PRESENT:** 7 **Mayor Pro Tem Jimmie Hughes** 8 Councilmember Gregg McArthur 9 **Councilmember Dannielle Larkin** 10 **Councilmember Natalie Larsen** 11 **Councilmember Michelle Tanner** 12 13 **EXCUSED:** 14 **Mayor Michele Randall** 15 16 **STAFF MEMBERS PRESENT:** 17 **City Manager John Willis** 18 City Attorney Tani Pack Downing 19 **Deputy City Attorney Jami Brackin** 20 **City Recorder Christina Fernandez** 21 Fire Chief Robert Stoker 22 **Battalion Chief Coty Chadburn** 23 **Community Development Director Jim Bolser** 24 **Planner Carol Winner** 25 **Planner Mike Hadley** 26 27 CALL TO ORDER, INVOCATION AND FLAG SALUTE: 28 Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. 29 The invocation was offered by Michelle King and The Pledge of Allegiance to the Flag 30 was led by Councilmember Larsen. 31 32 Link to call to order, invocation, and flag salute: 00:00:00 33 34 **MAYOR'S RECOGNITIONS AND UPDATES:** 35 No recognitions or updates were given. 36 37 **CONSENT CALENDAR:** 38 a. Consider approval to award bid to VanCon Inc. for the construction of the 39 Little Valley Pickleball Expansion. 40 41 BACKGROUND and RECOMMENDATION: The existing 24 pickleball courts at Little 42 Valley were installed in 2015. As the fastest growing sport in America, this 43 expansion will help St George keep up with the growing need for more courts, 44 give additional space for tournaments, and includes a dedicated championship 45 court. Staff recommends awarding the bid to VanCon Inc. in the amount of 46 \$1,924,477. 47 48 b. Consider approval to award bid to Tri-State Electric for the River Road 49 White Dome Drive traffic signal project. 50 51 BACKGROUND and RECOMMENDATION: This award is for the installation of a

planned traffic signal at River Road and White Dome Drive. Two formal bids were

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St. George City Council Minutes May 18, 2023 Page Two

> received for this project. Staff recommends awarding the bid to Tri-State Electric in the amount of \$342,442.

c. Consider approval to purchase transformers and capacitors from Irby for the Green Valley Ring Bus project.

BACKGROUND and RECOMMENDATION: These items are for materials for the Green Valley Ring Bus project. Staff recommends approval of the purchase.

d. Consider approval of a Reimbursement Agreement with Quality Excavation for the upsizing of waterlines within various subdivisions.

BACKGROUND and RECOMMENDATION: Quality Excavation is constructing various subdivisions in the South Block and Little Valley areas. In these subdivisions, our water master plan identifies the need of a waterline larger than what is needed to service the subdivision. This reimbursement agreement will reimburse Quality Excavation for the upsizing of the waterline within their subdivision. Staff recommends approval of the agreement.

e. Consider approval of an FBO Operating and Lease Agreement with Freeman Holdings of Utah, LLC.

BACKGROUND and RECOMMENDATION: Freeman Holdings intends to purchase current FBO Above View at the airport. In prior work sessions, Council has directed that prior to approving the sale or new agreement with Freeman Holdings, three items would need to be resolved: 1) address litigation between Above View and Eric's Leading Edge; 2) complete necessary construction and repairs to come into compliance with EPA and FAA standards; and 3) withdraw Above View's FAA complaint. The parties have been working toward addressing those issues and now believe they have been resolved. Staff recommends approval.

f. Consider approval of an Improvement Reimbursement Agreement between Kent Stanger and the City of St. George for road improvements on 3210 East Street.

BACKGROUND and RECOMMENDATION: The developer is improving right-of-way on the east side of 3210 East Street as part of the Crimson Ranch Estates Phase 2 Subdivision. The City would like the entire right-of-way complete in the event that 3000 East Street is closed so there will be access to 2450 South Street. The City would like the developer to install the remaining right-of-way so that the full-width improvements are complete. The City's cost of improvements amounts to \$113,218.38. Staff recommends approval pending legal review.

g. Consider approval of an Improvement Reimbursement Agreement between Desert Canyons Land LLC and the City of St. George for right-ofway improvements along Desert Canyons Parkway.

 BACKGROUND and RECOMMENDATION: Developer is improving parcel SG-5-3-35-4421 which will be dedicated to the City as a park (Broken Mesa). The City would like developer to install the public improvements along Desert Canyons Parkway which is along the frontage of Broken Mesa Park so the full right-of-way is complete. The City's cost of improvements amounts to \$62,235.76. Staff recommends approval pending legal review.

h. Consider approval of amending the Construction Management/General Contractor (CMGC) contract with Big-D Construction for the Wells Fargo ATM Drive-Thru relocation construction phase.

BACKGROUND and RECOMMENDATION: The CMGC process consists of two phases: design (pre-construction) and construction. Approval of this agreement commits the City to pay for the construction phase of the agreement of the Wells Fargo ATM Drive-Thru relocation construction phase. Staff recommends approval of amending the contract in the amount of \$481,991.

i. Consider approval of the 6th Amendment to Airport Lease with Above View.

BACKGROUND and RECOMMENDATION: Above View was an FBO operator at the airport but with the sale to Freeman Holdings will need to modify their current FBO agreement to a Hangar Lease Agreement for the remaining Hangar they will retain. Staff recommends approval.

Link to presentation from City Manager John Willis: 00:03:00

Agenda Packet [Page 2]

Link to motion: 00:03:30

MOTION:

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

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Consider approval of an ordinance amending Title 1, Chapter 8 of City Code pertaining to Campaign Finance Disclosures.

BACKGROUND and RECOMMENDATION: Campaign Finance Disclosures are required for all candidates in a municipal election. During the 2023 Legislative Session, changes were made in Utah State Code with regards to Campaign Finance Disclosures. The proposed changes include updating definitions, better outline the requirements of candidates, and incorporate the changes made to State Code.

Link to introduction from City Manager John Willis and presentation from Deputy City Attorney Jami Brackin, including discussion between the Council and Ms. Brackin: 00:03:50

Agenda Packet [Page 168]

Link to motion: <u>00:05:45</u>

MOTION:

A motion was made by Councilmember Larsen to approve the ordinance amending Title 1, Chapter 8 of City Code pertaining to Campaign Finance Disclosures.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

AMEND EXPANDED RIGHT-OF-WAY EASEMENT/ORDINANCE:

Consider approval of an ordinance amending an approved Expanded Rightof-Way Easement Agreement located within the Sunriver community for the purpose of expanding golf cart access to new commercial areas in Sunriver Commons for a project to be known as Golf Cart Expansion At Sunriver, with conditions from Planning Commission.

BACKGROUND and RECOMMENDATION: In 2011, a development agreement was approved to allow golf carts on certain streets within the SunRiver Development. This item was heard at the Planning Commission on April 25th where the Planning Commission discussed the safety of golf-cart crossings on Pioneer Road. The Planning Commissioners were concerned about safety and therefore recommended approval of this development agreement with the following conditions: 1) Removal of

the two public road crossings on Pioneer Road; and 2) Removal of the golf cart easement along Bluegrass Way between Sandpiper Drive and Pioneer Road.

Link to presentation from Planner Carol Winner, including discussion between the Council, Ms. Winner, Public Works Director Cameron Cutler, Deputy City Attorney Jami Brackin, and City Manager John Willis: 00:06:40

Agenda Packet [Page 178]

Link to motion: <u>00:15:02</u>

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending an approved Expanded Right-of-Way Easement Agreement located within the Sunriver community for the purpose of expanding golf cart access to new commercial areas in Sunriver Commons for a project to be known as Golf Cart Expansion At Sunriver, without the conditions from Planning Commission, rather with Public Works Director Cameron Cutler's recommendation that the crossing be at Bluegrass Way.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance amending the City Zoning Map by amending the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.16 acres located approximately on 300 North Street, west of Bluff Street to establish a use list and to be eligible to obtain a bar license for a project to be known as North St. George Plaza. Case No. 2023-ZC-005

BACKGROUND and RECOMMENDATION: The applicant is requesting to rezone this parcel for the purpose of establishing a use-list for this existing development and to be eligible to obtain a bar license. On April 25, 2023, the Planning Commission held a public hearing for this item. There were no comments. With a 5-0 vote, the Planning Commission recommended approval of this zone change.

Link to presentation from Planner Carol Winner, including discussion between the Council, Ms. Winner, and City Attorney Tani Downing: <u>00:16:08</u>

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Link to motion: <u>00:19:08</u>

MOTION:

A motion was made by Councilmember Larkin to approve the ordinance amending the City Zoning Map by amending the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.16 acres located approximately on 300 North Street, west of Bluff Street to establish a use list and to be eligible to obtain a bar license for a project to be known as North St. George Plaza.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Tonaquint Commercial, a 3-lot commercial subdivision on 132.91 acres located north and northwest of the existing Tonaquint Cove subdivision; zoning is Mining & Grazing. Case No. 2023-PP-008.

BACKGROUND and RECOMMENDATION: This is proposal for a 3-lot preliminary plat on 132.91 acres. The preliminary plat was reviewed by the Planning Commission on April 25th 2023, following which the Commission forwarded a recommendation for approval by a 5-0 vote.

Link to presentation from Planner Mike Hadley, including discussion between the Council, Mr. Hadley, and City Manager John Willis: 00:20:02

Agenda Packet [Page 251]

Link to motion: <u>00:22:10</u>

MOTION:

A motion was made by Councilmember Tanner to approve the preliminary plat for Tonaguint Commercial, a 3-lot commercial subdivision on 132.91 acres located north and northwest of the existing Tonaquint Cove subdivision; zoning is Mining and Grazing.

SECOND:

The motion was seconded by Councilmember Larkin.

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VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

AMEND THE PROHIBITED USE OF IGNITION SOURCES/FIREWORKS MAP/ORDINANCE:

Consider approval of an ordinance amending the prohibited use of ignition sources/fireworks map.

BACKGROUND and RECOMMENDATION: The Fire Department has identified areas around the City which are susceptible to fire hazards. Those areas have been mapped and are hereby submitted to the Council for restriction of fireworks and other ignition sources. The map also identifies public parks that are approved for personal firework use. Staff recommends approval of the ordinance approving the updated map.

Link to introduction from City Manager John Willis and presentation from Battalion Chief Coty Chadburn, including discussion between the City Council, Battalion Chief Chadburn, and Fire Chief Stoker: <u>00:23:00</u>

Agenda Packet [Page 258]

Link to motion: 00:26:07

MOTION:

A motion was made by Councilmember Larsen to approve the amending the prohibited use of ignition sources/fireworks map.

SECOND:

The motion was seconded by Councilmember McArthur.

VOTE:

Mayor Pro Tem Hughes called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

| 2 N 3 P 4 | May 18, 2023 Page Eight |
|--------------------------------|--|
| 2 M 3 P 4 5 A 6 7 | APPOINTMENTS: Appointments to Boards and Commissions of the City. |
| / 8 9 | No appointments were made. |
| LO F | REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER: Link to reports from Councilmember Larkin: 00:26:58 |
| .2 .3 .4 | Link to reports from Councilmember Larsen and Parks and Community Services Director Shane Moore: $\underline{00:28:00}$ |
| 5 6 7 8 | Link to report from Mayor Pro Tem Hughes, including discussion between the Counci and City Manager John Willis: $\underline{00:28:30}$ |
| 9 0 1 | Link to report from City Manager John Willis, including comments from Assistant City Manager Deanna Brklacich, Mayor Pro Tem Hughes: 00:33:05 |
| 2 c 3 4 5 6 | CLOSED MEETING: Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual. |
| 7 8 | A closed meeting was not held. |
| _ | ADJOURN: Link to motion: 00:35:42 |
| 2 3 | MOTION: A motion was made by Councilmember Larsen to adjourn. |
| 4 5 | SECOND: The motion was seconded by Councilmember Tanner. |
| 5 7 3 | VOTE: Mayor Pro Tem Hughes called for a vote, as follows: |
| 9 0 1 2 | Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye Councilmember Larsen – aye |
| 3 4 | Councilmember Tanner – aye |
| 5 6 7 8 | The vote was unanimous and the motion carried. |
| 0 _ 1 | Christina Fernandez, City Recorder |

| 1 | JOINT MEETING OF THE |
|----------|---|
| 2 | ST. GEORGE CITY COUNCIL MINUTES AND |
| 3 | NEIGHBORHOOD REDEVELOPMENT AGENCY |
| 4 | WORK MEETING |
| 5 | MAY 25, 2023, 4:00 P.M. |
| 6 | ADMINISTRATIVE CONFERENCE ROOM |
| 7 | |
| 8 | PRESENT: |
| 9 | Mayor Michele Randall |
| 10 | Councilmember Jimmie Hughes |
| 11 | Councilmember Dannielle Larkin |
| 12 | Councilmember Gregg McArthur |
| 13 | Councilmember Natalie Larsen |
| 14 | Councilmember Michelle Tanner |
| 15 | Counciliated Phonone Pullici |
| 16 | STAFF MEMBERS PRESENT: |
| 17 | City Manager John Willis |
| 18 | City Attorney Tani Downing |
| 19 | Deputy City Attorney Jami Brackin |
| 20 | City Recorder Christina Fernandez |
| 21 | Assistant City Manager Deanna Brklacich |
| 22 | Assistant City Manager Dealina Bikiacich Assistant City Manager Marc Mortensen |
| 23 | Budget and Financial Planning Manager Robert Meyers |
| 23 24 | Parks and Community Services Director Shane Moore |
| 25 | Public Works Director Cameron Cutler |
| 26 | Public Works Director Cameron Cutler |
| 27 | OTHERS PRESENT: |
| 28 | Jason Burningham with Lewis Young Robertson and Burningham |
| 29 | Isaac Barlow with Tech Ridge |
| 30 | Brennen Brown |
| 31 | Resident Steve Kemp |
| 32 | Steve Brough with Zions Bank |
| 33 | Steve Brough with Zions Bank |
| 34 | DISCUSSION REGARDING THE PROPOSED TECH RIDGE COMMUNITY |
| 35 | DEVELOPMENT AREA (CDA): |
| 36 | Link to presentations from Assistant City Manager Deanna Brklacich, including |
| | discussion between City Manager John Willis, the City Council, Assistant City |
| 37 38 | Manager Marc Mortensen, Public Works Director Cameron Cutler, Deputy City |
| 39 | Attorney Jami Brackin, Jason Burningham with Lewis Young Robertson and |
| 40 | Burningham, Isaac Barlow with Tech Ridge, Administrative Services Director Trevor |
| 41 | Coombs, Brennen Brown, and Ms. Brklacich: 00:00:00 |
| 42 | Coombs, Dreimen brown, and Ms. Dikiacich. 00.00.00 |
| 43 | Link to presentation from Isaac Barlow with Tech Ridge, including discussion between |
| | |
| 44 45 | the City Council, Assistant City Manager Deanna Brklacich, Deputy City Attorney James |
| 45 46 | Brackin, City Manager John Willis, resident Steve Kemp, Jason Burningham with |
| 46 47 | Lewis Young Robertson and Burningham, Mayor Randall, Administrative Services |
| 47 | Director Trevor Coombs, Steve Brough with Zions Bank, and Mr. Barlow: <u>02:00:50</u> |
| 48 | Agonda Packet [Page 10] |
| 49 50 | Agenda Packet [Page 19] |
| 50 51 | ADJOUDN. |
| ЭT | ADJOURN: |

Link to motion: <u>03:03:27</u>

| 1 | St. George City Council Minutes |
|----------|---|
| 2 | May 25, 2023 |
| 3 | Page Two |
| 4 | |
| 5 | |
| 6 | MOTION: |
| 7 | A motion was made by Councilmember McArthur to adjourn and reconvene in |
| 8 | the City Council work meeting. |
| 9 | SECOND: |
| 10 | The motion was seconded by Councilmember Tanner. |
| 11 | VOTE: |
| 12 | Mayor Randall called for a vote, as follows: |
| 13 | |
| 14 | Councilmember Hughes – aye |
| 15 | Councilmember McArthur – aye |
| 16 | Councilmember Larkin – aye |
| 17 | Councilmember Larsen – aye |
| 18 | Councilmember Tanner – aye |
| 19 | - 1 |
| 20 | The vote was unanimous and the motion carried. |
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| 24 25 | |
| 25 26 | Christina Fernandez, City Recorder |

1 ST. GEORGE CITY COUNCIL MINUTES 2 3 4 5 6 **WORK MEETING** MAY 25, 2023 4:00 P.M. ADMINISTRATIVE CONFERENCE ROOM 7 PRESENT: 8 **Mayor Michele Randall** 9 **Councilmember Jimmie Hughes** 10 **Councilmember Dannielle Larkin** 11 **Councilmember Gregg McArthur** 12 **Councilmember Natalie Larsen** 13 Councilmember Michelle Tanner 14 15 **STAFF MEMBERS PRESENT:** 16 **City Manager John Willis** 17 **City Attorney Tani Downing** 18 **Deputy City Attorney Jami Brackin** 19 **City Recorder Christina Fernandez** 20 **Assistant City Manager Deanna Brklacich** 21 Assistant City Manager Marc Mortensen 22 **Budget and Financial Planning Manager Robert Meyers** 23 **Parks and Community Services Director Shane Moore** 24 **Administrative Services Director Trevor Coombs** 25 **Public Works Director Cameron Cutler** 26 27 **OTHERS PRESENT:** 28 Jason Burningham with Lewis Young Robertson and Burningham 29 30 TOUR THE ST. GEORGE ANIMAL SHELTER: 31 The Council toured the St. George Animal Shelter. 32 33 Following the tour at the St. George Animal Shelter, the Council traveled to the City 34 Offices for the remainder of the meeting. 35 36 **CALL TO ORDER, INVOCATION, AND FLAG SALUTE:** 37 Mayor Randall called the meeting to order and welcomed all in attendance. An 38 invocation was offered by Reverend Alex Wilkie and The Pledge of Allegiance was led 39 by Councilmember McArthur. 40 41 Link to call to order, invocation, and flag salute: 00:00:00 [Recording 1] 42 43 **DISCUSSION REGARDING THE PARKS GO BOND:** 44 Link to introduction from City Manager John Willis and presentations from Budget 45 and Financial Planning Manager Robert Meyers and Parks and Community Services 46 Director Shane Moore, including discussion between the Council, City Manager John 47 Wills, Jason Burningham with Lewis Young Robertson and Burningham, Assistant City 48 Manager Deanna Brklacich, Mayor Randall, Deputy City Attorney Jami Brackin, 49 Administrative Services Director Trevor Coombs, Mr. Meyers, and Mr. Moore: 50 <u>00:01:58</u> [Recording 1] 51

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53

Agenda Packet [Page 2]

| 1 2 | St. George City Council Minutes May 25, 2023 |
|----------------------------------|---|
| 3 | Page Two |
| 5 | Mayor Randall called for a short recess. |
| 7 8 9 10 | ADJOURN TO JOINT WORK MEETING OF THE CITY COUNCIL AND THE NEIGHBORHOOD REDEVELOPMENT AGENCY: The Council moved into a joint work meeting of the City Council and Neighborhood Redevelopment Agency. |
| 11 12 13 14 | The City Council work meeting convened following the joint work meeting of the City Council and Neighborhood Redevelopment Agency. |
| 15 16 17 | REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER: No reports were given. |
| 18 19 20 21 22 | ADJOURN TO CLOSED MEETING: Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual. |
| 23 24 25 | Link to motion: 00:00:10 [Recording 2] |
| 26 27 28 29 | MOTION: A motion was made by Councilmember McArthur to adjourn to a closed session for the purposes of litigation in the Administrative Conference Room. SECOND: |
| 30 31 | The motion was seconded by Councilmember Tanner. VOTE: |
| 32 | Mayor Randall called for a vote, as follows: |
| 33 34 35 36 37 38 | Councilmember Hughes – aye Councilmember McArthur – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye |
| 39 40 | The vote was unanimous and the motion carried. |
| 41 42 43 44 | ADJOURN: The meeting adjourned following the closed session. |
| 45 46 47 | MOTION: A motion was made by Councilmember Larkin to adjourn. SECOND: |
| 48 49 | The motion was seconded by Councilmember Tanner. VOTE: |
| 50 51 | Mayor Randall called for a vote, as follows: |
| 52 53 | Councilmember Hughes – aye Councilmember McArthur – aye |

| 1 | St. George Ci | ty Council Minutes |
|----|----------------|---|
| 2 | May 25, 2023 | |
| 3 | Page Three | |
| 4 | _ | |
| 5 | | Councilmember Larkin – aye |
| 6 | | Councilmember Larsen – aye |
| 7 | | Councilmember Tanner – aye |
| 8 | | |
| 9 | | The vote was unanimous and the motion carried |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | Christina Ferr | nandez, City Recorder |
| | | |

| 1 2 3 4 5 6 7 | ST. GEORGE CITY COUNCIL MINUTES |
|---------------------------------|---|
| 2 | REGULAR MEETING |
| 3 | JUNE 1, 2023 5:00 P.M. |
| 4 | CITY COUNCIL CHAMBERS |
| 5 | |
| 6 | PRESENT: |
| / | Mayor Pro Tem Jimmie Hughes |
| 8 | Councilmember Dannielle Larkin – via Zoom; left at approximately 6:25 p.m. |
| 9 | Councilmember Gregg McArthur |
| 10 | Councilmember Natalie Larsen |
| 11 | Councilmember Michelle Tanner |
| 12 | |
| 13 | EXCUSED: |
| 14 | Mayor Michele Randall |
| 15 | |
| 16 | STAFF MEMBERS PRESENT: |
| 17 | City Manager John Willis |
| 18 | City Attorney Tani Downing |
| 19 | City Recorder Christina Fernandez |
| 20 | Staff Members from Fleet Services |
| 21 | Budget and Financial Planning Manager Robert Myers |
| 22 | Assistant Budget Manager Chad Moultrie |
| 23 | Assistant Public Works Director Wes Jenkins |
| 24 | Deputy City Attorney Jami Brackin |
| 25 | Planner Carol Winner |
| 26 | Administrative Services Director Trevor Coombs |
| 27 | Administrative Services Birector Trever Coombs |
| 28 | OTHERS PRESENT: |
| 29 | Several residents |
| 30 | Several residents |
| 31 | CALL TO ORDER, INVOCATION, AND FLAG SALUTE: |
| 32 | Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. |
| 33 | An invocation was offered by Laura Fairchild with the Baha'i Faith and The Pledge of |
| 34 | |
| 35 | Allegiance was led by Councilmember McArthur. |
| 36 | Link to call to order invecation and flag calute, 00,00,00 |
| 30 37 | Link to call to order, invocation, and flag salute: 00:00:00 |
| 38 | MAYOR'S RECOGNITIONS AND UPDATES: |
| | |
| 39 | No recognitions or updates were given. |
| 40 | DDOCLAMATION. |
| 41 | PROCLAMATION: |
| 42 | Read proclamation proclaiming June 5-11, 2023 as Automotive Service |
| 43 | Professional Week. |
| 44 | |
| 45 | Link to Mayor Pro Tem Hughes reading a proclamation proclaiming June 5-11, 2023 |
| 46 | as Automotive Services Professional Week; the proclamation was received by staff |
| 47 | members from the City's Fleet Services, including comments from the City Council |
| 48 | and Mayor Pro Tem Hughes: <u>00:02:45</u> |
| 49 | |
| 50 | Agenda Packet [Page 9] |
| 51 | |
| 52 | Link to City Manager John Willis noting that items 5 and 7 will not be heard tonight: |
| 53 | 00:08:48 |
| | |

St. George City Council Minutes June 1, 2023 Page Two

CONSENT CALENDAR:

a. Consider approval to award bid to Graf Ventures Inc. for the construction of the Sandtown Park Restroom Remodel.

BACKGROUND and RECOMMENDATION: The existing Sandtown Park restroom building is in need of major repair. This project will replace the existing restroom building with a new, updated facility. Staff recommends awarding the bid to Graf Ventures, Inc in the amount of \$420,034.

b. Consider approval for purchase of shade structures from Shade 'N Net for the construction of the Little Valley Pickleball Expansion on State Contract.

BACKGROUND and RECOMMENDATION: VanCon, Inc was awarded the bid and is beginning construction on the Little Valley Pickleball Expansion. Staff needs to order this equipment now so it will arrive in time to be installed. Staff recommends awarding the bid to Shade 'N Net in the amount of \$135,915.58.

c. Consider approval to award bid to Graf Ventures Inc. for the Sand Hollow Aquatics Center Family Restroom Remodel construction.

BACKGROUND and RECOMMENDATION: There was a formal bid for this item; bids were due on March 7th. One bid was received. Staff recommends awarding the bid to Graf Ventures Inc in the amount of \$138,600.

d. Consider approval for the purchase of Musco Lights, poles, beacons and bases for the construction of the Little Valley Pickleball Expansion on State Contract.

BACKGROUND and RECOMMENDATION: VanCon, Inc was awarded the bid and is beginning construction on the Little Valley Pickleball Expansion. We need to order this equipment now so it will arrive in time to be installed. Staff recommends purchasing the equipment from the state contract in the amount of \$226,941.

e. Consider approval of an Improvement Reimbursement Agreement between Glenview LLC and the City of St. George for road improvements on 2100 East Street.

BACKGROUND and RECOMMENDATION: The developer is improving right-of-way on the east side of 2100 East as part of the Glenview Estates Subdivision. The City would like additional right-of-way south of the project to be installed along 2100 East so roadway improvements south to 2450 South are complete. The City would like the developer to install the remaining right-of-way so full-width improvements are complete. The City's cost of improvements amounts to \$74,330. Staff recommends approval of the agreement.

f. Consider approval of an Improvement Reimbursement Agreement between Feller Enterprises, LLC and the City of St. George for roadway and other improvements on 2000 South Street.

St. George City Council Minutes June 1, 2023 Page Three

BACKGROUND and RECOMMENDATION: Feller Enterprises is improving roadways for Crimson Vistas Phase 3 that connect to 2000 South Street, a 66-foot master planned roadway. The City would like 2000 South to be completed. The City would like Feller to install the remaining roadway and other improvements along 2000 South to adequately address infrastructure needs in the area. The City's cost of improvements amount to \$618,014.73. Staff recommends approval of the agreement.

g. Consider approval of a Professional Services Agreement with Alliance Consulting LLC for the re-design, bidding and construction management of the Virgin River South Trail Bloomington Park to I-15 Phase 2 (& 3).

BACKGROUND and RECOMMENDATION: The first phase of this project was constructed summer of 2022 from Bloomington Park to Brigham Rd. Phases 2 & 3 have been re-aligned to go around the MCGILLIS INVESTMENT CO property, Parcel Number SG-5-3-7-444101, because they are unwilling to let a trail go through the property until it is developed. Park Planning has reached an agreement with Walmart and UDOT to re-align the trail around the above property. A grant has been secured from the Utah Division of Outdoor Recreation for the construction of this section of trail in the amount of \$200,000.00, which will be used to construct the trail once this redesign is complete. Construction will be completed in the FY 23/24. Staff recommends approval of the agreement.

h. Consider granting an Access and Private Utility Service Line Easement to Brad and Marta Harr through City property located along 3780 S Street near the wastewater treatment plant.

BACKGROUND and RECOMMENDATION: Brad Harr and Jim Andrus own a parcel of property near 1550 W 3780 S. street. The property has historically been accessed from 3780 S street through City owned property. Mr. Andrus desires to install a secondary irrigation service line from 3780 S street to the property for livestock watering and dust control. The property is currently used as a livestock coral.

i. Consider approval of an Assignment of Easements and Facilities Liability Agreement with the St. George Washington Fields Canal Company.

BACKGROUND and RECOMMENDATION: The City of St. George owns several shares in the St. George Washington Fields Canal Company (SGWFCC). This canal company provides secondary irrigation water to the City that is used in the Little Valley area, the St. George Golf Course, as well as several schools, parks, UTU, and the cemetery in the downtown area. The SGWFCC has several water conveyance facilities (pipes, ditches, etc.), as well as water drainage facilities that drains tailwater from the farm fields. As farms have been replaced with residential development throughout much of the Little Valley and Washington Fields areas, drainage from the new residential subdivision is often discharged into the SGWFCC drainage facilities. Staff recommends approval of the agreement.

St. George City Council Minutes June 1, 2023 Page Four

1

Link to presentation from City Manager John Willis: 00:09:11

Agenda Packet [Page 10] Link to motion: 00:09:35

8 9 10

MOTION:

11 12

A motion was made by Councilmember to McArthur approve the consent

13 14 15

SECOND:

16

The motion was seconded by Councilmember Larsen. VOTE:

17

Mayor Pro Tem Hughes called for a vote, as follows:

18 19 20

21

22

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

23 24 25

The vote was unanimous and the motion carried.

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PUBLIC HEARING/FY23-24 BUDGET:

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Public hearing to receive input on the Fiscal Year 2023-2024 Budget.

BACKGROUND and RECOMMENDATION: The City Manager's Fiscal Year 2023-2024 Recommended Budget was presented and discussed during the May 4th and May 18th City Council meetings and has been available on the City's website and in the City Recorder's Office. State Law requires the City to have at least one public hearing to receive citizen input before formally adopting the City's final annual budget, and also requires the final budget to be adopted on or before June 30th. This year the city will hold two public hearings to take citizen input. This is the first hearing, and the second hearing will be held on June 15, 2023. Staff recommends holding a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget. Staff recommends opening a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget.

40 41 42

Link to introduction from City Manager John Willis and presentation from Budget and Financial Planning Manager Robert Myers, including discussion between the City Council, Mayor Pro Tem Hughes, and Mr. Myers: 00:09:55

44 45 46

43

Agenda Packet [Page 100]

47 48

Link to public hearing, including comments from residents and discussion between Mayor Pro Tem Hughes and the City Council: 00:25:10

49 50 51

Link to comments from resident Kimball Willard: 00:26:06

52 53

Link to comments from resident Curt Sorweid: 00:29:00

St. George City Council Minutes 3 4 June 1, 2023 Page Five Link to comments from resident April McKee: 00:32:04 Link to comments from resident Erika Hodges: 00:35:25 Link to comments from resident Betty Hackett: 00:37:07 Link to comments from resident Aros Mackey: 00:37:56 Link to comments from resident Mike McKee: 00:40:31 Link to comments from resident Terry Draper: 00:43:42 Link to comments from resident Richard Falconer: 00:45:52 Link to comments from resident Austin Hodges: 00:47:08 Link to comments from and discussion between Mayor Pro Tem Hughes, the City Council, Budget and Financial Planning Manager Robert Myers, and City Manager John Willis following the public hearing: 00:49:50 PUBLIC HEARING/SUBDIVISION AMENDMENT: Public hearing and consideration of a subdivision amendment for Twin Lakes Resort Phase 1 where all of the owners in the subdivision have not signed the revised plat. BACKGROUND and RECOMMENDATION: Twin Lakes Resort Phase 1 was approved by City Council on January 7, 1993 and recorded in the Washington County Recorder's Office on September 17, 1993. The Joint Utilities Commission recommended approval. Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council, Deputy City Attorney Jami Brackin, Mayor Pro Tem Hughes, City Manager John Willis, and Mr. Jenkins: <u>01:01:30</u> Agenda Packet [Page 101] Link to public hearing: 01:08:55 Link to comments from resident James Chapman: 01:09:11 Link to comments from resident Marja Troske: 01:14:42 Link to comments from and discussion between Assistant Public Works Director Wes Jenkins and the City Council following the public hearing: 01:16:16

 Link to motion: 01:24:06

St. George City Council Minutes June 1, 2023 Page Six

MOTION:

A motion was made by Councilmember McArthur to remand the subdivision amendment for Twin Lakes Resort Phase 1 to the Community Development Director as the land use authority for any further action on this application.

Link to clarification regarding the process for items such as this from City Attorney Tani Downing: <u>01:24:40</u>

Link to second, further discussion between the City Council, City Attorney Tani Downing, and City Manager John Willis, and vote: <a href="https://doi.org/10.1007/john.2007/john

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Councilmember Larkin left the meeting during Mr. Jenkins' presentation.

PRELIMINARY PLAT:

Consider approval of a preliminary plat for Townsite Estates, a four-lot residential subdivision containing .60 acres located at the northeast corner of 200 West Street and 400 South Street. Case No 2023-PP-016

BACKGROUND and RECOMMENDATION: This parcel currently has two homes on it. The applicant will be removing the house furthest to the west and then dividing this 0.60-acre parcel into four lots. Lot 1 will contain 10,210 square feet and will have the existing house on it. Lots 2, 3, and 4 will all contain 5,339 square feet and will be vacant lots, ready for development. All lots meet the RCC (Residential Central City) zoning requirements for size and location. The utilities for lot will all be contained on this lot. This item was presented to the Planning Commission in a public meeting dated May 9, 2023, where with a unanimous vote, the Planning Commission recommended approval.

Link to presentation from Planner Carol Winner, including discussion between Mayor Pro Tem Hughes, the City Council, and Ms. Winner: <u>01:27:55</u>

Agenda Packet [Page 119]

Link to motion: <u>01:30:43</u>

St. George City Council Minutes
June 1, 2023
Page Seven

MOTION:
A motion was made

A I

A motion was made by Councilmember Larsen to approve the preliminary plat for Townsite Estates.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

CLARIFY AND ADOPT FEE FOR THE SNOW CANYON WATER PROJECT INERLOCAL AGREEMENT/RESOLUTION:

Consideration of a resolution clarifying and adopting a fee concerning the Snow Canyon Water Project Interlocal Agreement from the current rate of \$0.078559 per KwH to \$0.104177 per KwH, effective July 1, 2023.

BACKGROUND and RECOMMENDATION: The Snow Canyon Water Project Interlocal Agreement is entered into by and between City of St. George, City of Ivins, City of Santa Clara, and Washington County. The interlocal compact was created back in 1978, for the construction of infrastructure, improvements, and facilities for the development of water resources and distribution system from the Snow Canyon Water Project. As per the interlocal agreement, the City is to provide the electric power transmission system to Santa Clara City for the Santa Clara Diversion water tank site and Santa Clara Wells. This energy fee is to be calculated based upon the City of St. George's average annual kilowatt hour basis, its entire system, which includes the electric power transmission system. The fee was calculated by Laurie Mangum, Energy Services Director as part of the annual rate analysis and the fee was determined that it needed to be increased.

Link to presentation from Administrative Services Director Trevor Coombs, including comments from the City Council: 01:31:13

Agenda Packet [Page 160]

Link to motion: 01:34:08

MOTION:

A motion was made by Councilmember to Larsen approve the resolution clarifying and adopting a fee concerning the Snow Canyon Water Project Interlocal Agreement from the current rate of \$0.078559 per KwH to \$0.104177 per KwH, effective July 1, 2023.

SECOND:

The motion was seconded by Councilmember McArthur.

1 St. George City Council Minutes 234567 June 1, 2023 Page Eight VOTE: Mayor Pro Tem Hughes called for a roll call vote, as follows: 8 Councilmember Hughes - aye 9 Councilmember McArthur - aye 10 Councilmember Larsen – aye 11 Councilmember Tanner - ave 12 13 The vote was unanimous and the motion carried. 14 15 APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY: 16 No appointments were made. 17 18 REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER: 19 Link to reports from Councilmember Tanner: 01:35:02 20 21 Link to reports from Councilmember Larsen: 01:35:45 22 23 Link to reports from Councilmember McArthur: 01:36:27 24 25 Link to reports from Mayor Pro Tem Hughes: 01:37:16 26 27 **CLOSED MEETING:** Request a closed session to discuss litigation, security, property 28 29 acquisition or sale or the character and professional competence or 30 physical or mental health of an individual. 31 32 Link to motion: 01:37:30 33 34 **MOTION:** 35 A motion was made by Councilmember McArthur to adjourn a closed meeting 36 to discuss litigation, security, property acquisition or sale, or the character 37 and professional competence or physical or mental health of an individual. 38 SECOND: 39 The motion was seconded by Councilmember Tanner. 40 VOTE: 41 Mayor Pro Tem Hughes called for a vote, as follows: 42 43 Councilmember Hughes - aye 44 Councilmember McArthur - aye 45 Councilmember Larsen – ave 46 Councilmember Tanner – aye 47 48 The vote was unanimous and the motion carried. 49 50 ADJOURN: 51

MOTION:

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53

A motion was made by Councilmember McArthur to adjourn from the City Council meeting.

| 1 | JOINT MEETING OF THE |
|----------|---|
| 2 3 | ST. GEORGE CITY COUNCIL AND |
| 3 | NEIGHBORHOOD REDEVELOPMENT AGENCY |
| 4 | WORK MEETING |
| 5 | JUNE 8, 2023, 4:00 P.M. |
| 6 | ADMINISTRATIVE CONFERENCE ROOM |
| 7 | |
| 8 | PRESENT: |
| 9 | Mayor Michele Randall – via Zoom |
| 10 | Councilmember Jimmie Hughes - via Zoom at 4:15 p.m. |
| 11 | Councilmember Dannielle Larkin |
| 12 | Councilmember Gregg McArthur |
| 13 | Councilmember Natalie Larsen |
| 14 | Councilmember Michelle Tanner |
| 15 | Counciline Turner Turner |
| 16 | STAFF MEMBERS PRESENT: |
| 17 | City Manager John Willis |
| 18 | City Attorney Tani Downing |
| 19 | Deputy City Attorney Jami Brackin |
| 20 | City Recorder Christina Fernandez |
| 21 | Budget and Financial Planning Manager Robert Meyers |
| 22 | Administrative Services Director Trevor Coombs |
| 23 | Public Works Director Cameron Cutler |
| 23 24 | Public Works Director Cameron Cutier |
| | OTHERS PRESENT. |
| 25 | OTHERS PRESENT: |
| 26 | Jason Burningham with Lewis Young Robertson and Burningham |
| 27 | Isaac Barlow with Tech Ridge |
| 28 | CALL TO ODDED THE CONTROL AND FLAG CALLITE |
| 29 | CALL TO ORDER, INVOCATION, AND FLAG SALUTE: |
| 30 | Mayor Randall called the meeting to order and welcomed all in attendance. An |
| 31 | invocation was offered by Sharon Shores with the United Life Church and The Pledge |
| 32 | of Allegiance was led by Councilmember McArthur. |
| 33 | |
| 34 | Link to call to order, invocation, and flag salute: 00:00:00 |
| 35 | |
| 36 | DISCUSSION REGARDING THE PROPOSED TECH RIDGE COMMUNITY |
| 37 | DEVELOPMENT AREA (CDA): |
| 38 | |
| 39 | Link to introduction from City Manager John Willis, presentation from Budget and |
| 40 | Financial Planning Manager Robert Myers, and discussion between the City Council, |
| 41 | Deputy City Attorney Jami Brackin, Jason Burningham with Lewis Young Robertson |
| 42 | and Burningham, City Manager John Willis, Administrative Services Director Trevor |
| 43 | Coombs, Mayor Randall, Isaac Barlow with Tech Ridge, and Mr. Myers: 00:01:53 |
| 44 | |
| 45 | Agenda Packet [Page 2] |
| 46 | |
| 47 | ADJOURN TO THE WORK MEETING OF THE CITY COUNCIL: |
| 48 | |
| 49 | Link to motion: <u>00:44:52</u> |
| 50 | |
| 51 | MOTION: |
| 52 | A motion was made by Councilmember McArthur to adjourn and reconvene in |
| 53 | the City Council work meeting. |
| | the die, council work incoming. |

| 54 55 | St. George City Council Minutes June 8, 2023 |
|----------|--|
| 56 57 | Page Two |
| 58 | SECOND: |
| 59 | The motion was seconded by Councilmember Larsen. |
| 60 | VOTE: |
| 61 | Mayor Randall called for a vote, as follows: |
| 62 | |
| 63 | Councilmember Hughes – aye |
| 64 | Councilmember McArthur – aye |
| 65 | Councilmember Larkin – aye |
| 66 | Councilmember Larsen – aye |
| 67 | Councilmember Tanner – aye |
| 68 | The viete was imposed and the metion couried |
| 69 70 | The vote was unanimous and the motion carried. |
| 71 | |
| 72 | |
| 73 | |
| 74 | |
| 75 | Christina Fernandez, City Recorder |
| 76 | Similaria i Simanaszi Sici i Recordei |
| , 0 | |

| 1 | ST. GEORGE CITY COUNCIL MINUTES |
|------------------|---|
| 2 | WORK MEETING |
| 3 | JUNE 8, 2023, 4:00 P.M. |
| 2 3 4 5 | ADMINISTRATIVE CONFERENCE ROOM |
| 6 | PRESENT: |
| 7 | Mayor Michele Randall – via Zoom |
| 8 | Councilmember Jimmie Hughes - via Zoom; left following the closed meeting |
| 9 | Councilmember Dannielle Larkin |
| 10 | Councilmember Gregg McArthur |
| 11 | Councilmember Natalie Larsen |
| 12 | Councilmember Michelle Tanner |
| 13 | |
| 14 | STAFF MEMBERS PRESENT: |
| 15 | City Manager John Willis |
| 16 | City Attorney Tani Downing |
| 17 | Deputy City Attorney Jami Brackin |
| 18 | Assistant City Attorney Ryan Dooley |
| 19 | City Recorder Christina Fernandez |
| 20 | Community Development Director Jim Bolser |
| 21 | Communications and Marketing Director David Cordero |
| 22 | Special Events Coordinator Sarah Reber |
| 23 | Executive Assistant Emilie Pinkelman |
| 24 25 | OTHERS PRESENT: |
| 26 | Scott Young, Attorney |
| 27 | Scott roung, Attorney |
| 28 | ADJOURN TO A CLOSED MEETING: |
| 29 | Request a closed meeting to discuss litigation, security, property |
| 30 | acquisition or sale, or the character and professional competence or |
| 31 | physical or mental health of an individual. |
| 32 | |
| 33 | Link to motion: 00:00:02 [Recording 1] |
| 34 | |
| 35 | MOTION: |
| 36 | A motion was made by Councilmember Tanner to adjourn to a closed meeting |
| 37 | to discuss litigation. |
| 38 | SECOND: |
| 39 | The motion was seconded by Councilmember McArthur. |
| 40 | VOTE: |
| 41 | Mayor Randall called for a vote, as follows: |
| 42 | Counciles and bould under a council |
| 43 | Councilmember Hughes – aye |
| 44 45 | Councilmember McArthur – aye Councilmember Larkin – aye |
| 46 | Councilmember Larkin – aye Councilmember Larsen – aye |
| 47 | Councilmember Larsen – aye Councilmember Tanner – aye |
| 48 | Counciline railler – aye |
| 49 | The vote was unanimous and the motion carried. |
| 50 | The vote was analimous and the model carried. |
| 51 | The meeting reconvened following the closed meeting. |
| 52 | |
| 53 | |
| | |

| 1 | St. George City Council Minutes |
|--------|--|
| 2 | June 8, 2023 |
| 3 4 | Page Two |
| 5 | DISCUSSION REGARDING CHANGES TO CITY CODE PERTAINING TO SPECIAL |
| 6 | EVENTS: |
| 7 | Link to introduction from City Manager John Willis, presentation from Community |
| 8 9 | Development Director Jim Bolser, and discussion between City Attorney Tani Downing, the City Council, City Manager John Willis, Deputy City Attorney Jami |
| 10 | Brackin, Assistant City Attorney Ryan Dooley, Mayor Randall, Special Events |
| 11 | Coordinator Sarah Reber, Executive Assistant Emilie Pinkelman, and Mr. Bolser: |
| 12 | <u>00:00:00</u> [Recording 2] |
| 13 | |
| 14 | Agenda Packet [Page 10] |
| 15 | |
| 16 | REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY |
| 17 | MANAGER: |
| 18 | No reports were given. |
| 19 | |
| 20 | ADJOURN: |
| 21 | Link to motion: 01:46:36 [Recording 2] |
| 22 | |
| 23 | MOTION: |
| 24 | A motion was made by Councilmember Tanner to adjourn. |
| 25 | SECOND: |
| 26 | The motion was seconded by Councilmember Larkin. |
| 27 | VOTE: |
| 28 | Mayor Randall called for a vote, as follows: |
| 29 | |
| 30 | Councilmember McArthur – aye |
| 31 | Councilmember Larkin – aye |
| 32 | Councilmember Larsen – aye |
| 33 | Councilmember Tanner – aye |
| 34 | |
| 35 | The vote was unanimous and the motion carried. |
| 36 | |
| 37 | |
| 38 | |
| 39 | |
| 40 | |
| 41 | Christina Fernandez, City Recorder |



Agenda Date: 06/15/2023 Agenda Item Number: 05

Subject:

Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.

Item at-a-glance:

Staff Contact: Trevor Coombs

Applicant Name: Trevor Coombs

Reference Number: 2024 - Unbilled Utilities

Address/Location: 175 E. 200 North

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

The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City.

Staff Narrative (need/purpose):

The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. For example, the Water Fund provides water and irrigation water to some city parks, city facilities, golf courses, and landscaped rights-of-way. Similarly, the Electric Fund provides power to city wells and pump stations used by the Water Fund to distribute water to customers. For the current fiscal year ending June 30, 2023, the total amount of unbilled services is \$1,216,615 for water and irrigation, \$57,906 for sewer collection and treatment, and \$1,349,386 for electricity. The costs indicated in this notice are already included in the rates utility customers are currently paying, and we estimate that each customer is billed an average of \$2.29 per month for these costs. This notice is for informational purposes only and this practice of unbilled utility services does not result in a proposed increase in the water, electric, or sewer rates. However, the 2023-2024 budget does include proposed rate increases due to increased costs from suppliers and other infrastructure needs. The proposed water increase incorporates a passthrough of a \$0.10 per 1,000 gallons increase in wholesale rates from the Washington County Water Conservancy District and a water base rate increase of \$2.00 per month; the proposed wastewater rate will increase \$1.50 per month; and \$3.50 to the drainage fee per month.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

No Action Required



Notice of Public Hearing

Purpose: The City of St. George, Utah will hold public hearings to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.

Public Hearing: Thursday, June 15, 2023 at 5:00 pm. St. George City Hall, 175 E 200 N, St. George, UT 84770

Background: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. For example, the Water Fund provides water and irrigation water to some city parks, city facilities, golf courses, and landscaped rights-of-way. Similarly, the Electric Fund provides power to city wells and pump stations used by the Water Fund to distribute water to customers. For the current fiscal year ending June 30, 2023, the total amount of unbilled services is \$1,216,615 for water and irrigation, \$57,906 for sewer collection and treatment, and \$1,349,386 for electricity.

The costs indicated in this notice are already included in the rates utility customers are currently paying, and we estimate that each customer is billed an average of \$2.29 per month for these costs. This notice is for informational purposes only and this practice of unbilled utility services does not result in a proposed increase in the water, electric, or sewer rates. However, the 2023-2024 budget does include proposed rate increases due to increased costs from suppliers and other infrastructure needs. The proposed water increase incorporates a passthrough of a \$0.10 per 1,000 gallons increase in wholesale rates from the Washington County Water Conservancy District and a water base rate increase of \$2.00 per month; the proposed wastewater rate will increase \$1.50 per month; and \$3.50 to the drainage fee per month.

For the current fiscal year 2022-2023, the amount of unbilled utility services is as follows:

| Fund Receiving Service | Unbilled | Unbilled | Unbilled |
|-------------------------------|--------------|--------------------|-----------|
| Fulla Receiving Service | Electricity | Water & Irrigation | Sewer |
| General Fund | \$ 31,915 | \$ 1,152,729 | \$ 50,609 |
| Water Fund | \$1,269,485 | \$ 11,174 | \$ 2,050 |
| Energy Fund | \$ 47,986 | \$ 7,152 | \$ 4,483 |
| Regional Wastewater Treatment | \$0 | \$ 44,467 | \$ 0 |
| Public Transit Fund | \$0 | \$ 1,093 | \$ 764 |
| Total Unbilled Amount | \$ 1,349,386 | \$ 1,216,615 | \$ 57,906 |

For next fiscal year 2023-2024, the amount of unbilled utility services are budgeted as follows:

| Fund Receiving Service | Unbilled Electrici ty | Unbilled Water & Irrigation | Unbilled Sewer |
|-------------------------------|-----------------------------|--------------------------------|-------------------|
| General Fund | \$ 33,500 | \$ 1,237,000 | \$ 54,200 |
| Water Fund | \$1,300,000 | \$ 20,000 | \$ 2,200 |
| Energy Fund | \$ 50,000 | \$ 7,200 | \$ 4,800 |
| Regional Wastewater Treatment | \$0 | \$ 45,000 | \$0 |
| Public Transit Fund | \$0 | \$ 1,100 | \$ 810 |
| Total Unbilled Amount | \$ 1,383,500 | \$ 1,310,300 | \$ 62,010 |

For questions or comments regarding this public notice, please contact the following individuals at 435-627-4000.

Trevor A. Coombs, Administrative Services Director, Tiffany M. LaJoice, Finance Manager, Robert Myers, Budget & Financial Planning Manager, Laurie D. Mangum, Energy Services Director, Scott B. Taylor, Water Services Director, and Cameron H. Cutler, Public Works Director



Agenda Date: 06/15/2023 Agenda Item Number: 06

Subject:

Public hearing to review and take public comment regarding the proposed transfers from Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2023-2024 budget.

Item at-a-glance:

Staff Contact: Robert Myers
Applicant Name: Robert Myers

Reference Number: 2024 - Enterprise Transfer

Address/Location: 175 E. 200 North

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

The General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees.

Staff Narrative (need/purpose):

The City of St. George General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include utility billing, payment collection and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance and other administrative services. The City calculates the estimated costs to provide these services to the enterprise funds and each enterprise fund transfers their proportionate share of the costs to the General Fund to reimburse for these costs. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. City Management believes the amount transferred to the General Fund as reimbursement is less than the cost the Enterprise Funds would pay to directly hire for these services and/or contract with a third party. The enterprise funds also participate in capital projects and equipment purchases with other funds. The total project costs are expensed in the other funds and each enterprise fund transfers their proportionate share of the costs. Combining with the other funds, the City is saving costs by combining like projects with the different funds. For the fiscal year 2022-2023 an amendment is proposed to transfer \$1 million from the Water Fund to the General Fund for the Little Valley Artificial Turf Project as part of the Citys water conservation efforts. Funds were freed up in the Water Fund to support this project from a grant anticipated to be received for other water system improvements. These funds will replace the \$1 million in grant funds originally anticipated to be utilized for this the Artificial Turf Project.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

No Action Required



Notice of Public Hearing

Purpose:

The City of St. George, Utah will hold public hearings to review and take public comment regarding the proposed fiscal year 2023-2024 budget and transfers from Enterprise (Business-type) Funds to Other Funds and review an amendment to the fiscal year 2022-2023 transfers from Enterprise Funds.

Public Hearing: Thursday, June 15, 2023 at 5:00 pm. St. George City Hall, 175 E 200 N, St. George, UT 84770

Background:

The City of St. George General Fund provides administrative and overhead services to the enterprise (business-type) funds. These services include utility billing, payment collection and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance and other administrative services. The City calculates the estimated costs to provide these services to the enterprise funds; and each enterprise fund transfers their proportionate share of the costs to the General Fund. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. City Management believes the amount transferred to the General Fund is less than the value of the services received and/or the amount which would be billed by a third party.

The enterprise funds also participate in capital projects and equipment purchases with other funds. The total project costs are expensed in the other funds and each enterprise fund transfers their proportionate share of the costs. Combining with the other funds, the City is saving costs by combining like projects with the different funds.

For the fiscal year 2022-2023 an amendment is proposed to transfer \$1 million from the Water Fund to the General Fund for the Little Valley Artificial Turf Project as part of the City's water conservation efforts. Funds were freed up in the Water Fund to support this project from a grant received for other water system improvements.

For fiscal year 2023-2024, the transfers are budgeted as follows:

| | Transfers for | Transfer of Costs | Transfer for | Percent of | |
|-------------------------------|----------------|---------------------|--------------|--------------------|--|
| Fund | Administrative | Not Associated to | Capital | Enterprise Fund's | |
| | and Overhead | the Enterprise Fund | Projects* | Expenditure Budget | |
| Electric Fund | \$2,550,000 | \$0 | \$1,600,000 | 5.1% | |
| Water Fund | \$2,150,000 | \$0 | \$3,125,000 | 9.0% | |
| Wastewater Collection | \$ 250,000 | \$ 0 | \$304,750 | 11.3% | |
| Regional Wastewater Treatment | \$ 900,000 | \$0 | \$1,370,250 | 10.9% | |
| Refuse Collection | \$ 400,000 | \$ 0 | \$0 | 4.7% | |
| Drainage Fund | \$ 609,382 | \$0 | \$5,132,571 | 98.6% | |
| Total to the General Fund | \$6,859,382 | \$0 | \$370,571 | | |
| Total to Other Funds | | | \$11,162,000 | | |

^{*}Specific capital projects information is listed on page 2 of this notice.

Transfers for specific capital projects from an enterprise fund in fiscal year 2023-2024 are budgeted as follows:

| Specific Capital Project | Enterprise Fund | Fund Receiving Transfer | Budgeted Transfer |
|---|---------------------------------|--|-------------------|
| New City Hall contribution to fund share of the facility that will support utility customers and operations | Energy Fund | Municipal Building Authority Fund / General Capital Project Fund | \$1,600,000 |
| New City Hall contribution to fund share of the facility that will support utility customers and operations | Water Fund | Municipal Building Authority Fund / General Capital Project Fund | \$3,125,000 |
| New City Hall contribution to fund share of the facility that will support utility customers and operations | Wastewater Fund | Municipal Building Authority Fund / General Capital Project Fund | \$304,750 |
| New City Hall contribution to fund share of the facility that will support utility customers and operations | Wastewater Treatment Fund | Municipal Building Authority Fund / General Capital Project Fund | \$1,370,250 |
| Street Sweeper rebuild for Stormwater Maintenance Program to comply with the Clean Water Act | Drainage Fund | General Fund | \$370,571 |
| Virgin River Right of Way Acquisition | Drainage Fund | Public Works Capital Projects Fund | \$62,000 |
| Fort Pierce Wash Maintenance | Drainage Fund | Public Works Capital Projects Fund | \$300,000 |
| Large Storm Drainpipe Improvements | Drainage Fund | Public Works Capital Projects Fund | \$2,000,000 |
| Red Hills Sediment & Virgin River Streambank Project | Drainage Fund | Public Works Capital Projects Fund | \$500,000 |
| Foremaster Dr. Culvert Project | Drainage Fund | Public Works Capital Projects Fund | \$900,000 |
| 3000 E. Widening – 1580 S. to Seegmiller Rd. | Drainage Fund | Public Works Capital Projects Fund | \$1,000,000 |
| Total Transfers for Capital Projects | | | \$11,532,571 |

For questions or comments regarding this public notice, please contact the following individuals at 435-627-4000.

Trevor A. Coombs, Administrative Services Director Tiffany M. LaJoice, Finance Manager Robert Myers, Budget & Financial Planning Manager



CITY OF ST. GEORGE

ADMINISTRATIVE AND OVERHEAD SERVICES PROVIDED BY THE GENERAL FUND TO ENTERPRISE FUNDS

Accounting of Allocations of Costs for Services Provided

FISCAL YEAR 2023-2024

| DESCRIPTION OF ADMIN./OVERHEAD PROVIDED | % OF BUDGETED EXPENDITURES ALLOCATED | ALLOCATED AMOUNT | COMMENTS ⁽¹⁾ |
|--|--|---------------------|--|
| | Direct Pers | onnel Services Pro | ovided: |
| Administrative Services Director | 65% | 141,432 | Financial Reports, Tyler/Incode System Mgt., Dept. Personnel Oversight |
| Finance Manager | 65% | 113,525 | Financial Reports, Tyler/Incode System Mgt., Bonds Mgt, etc. |
| City Treasurer | 90% | 132,250 | Supervises Billing, Collections, CSR's, Cashiers, Tyler/Incode, Paymentus |
| Asst. Finance Manager | 65% | 83,470 | A/R Invoicing, A/P Oversight, Financial Reports and Bank Recon. |
| Assistant City Manager - Administration | 45% | 107,395 | Provides Support for Financial and Administrative Management |
| Budget & Financial Planning Manager | 35% | 71,884 | Budgeting, Bonding, Financial Reports, Other Financial Analysis |
| Assistant Budget Manager | 35% | 46,721 | Budgeting, Bonding, Financial Reports, Other Financial Analysis |
| City Manager | 35% | 102,927 | Budgeting, Long-term Financial Planning, Policy Review, Advisor |
| Purchasing Manager | 60% | 58,655 | Procurement, Bidding, Contract Services, Vendor Relations |
| Purchasing Specialist (2 FT) | 60% | 76,124 | Procurement, Invoice Processing, Vendor Relations |
| Accounts Payable Tech | 60% | 57,642 | Invoice Processing, Payment and Coding of Vendor Invoices |
| Customer Service Rep (7 FT + 4 PT) | 95% | 599,070 | Utility Applications/Disconnects, Receipting/Collect, Cust. Bill Questions |
| Collections Officers (2 FT) | 100% | 154,967 | Collects Delinquent Utility Accts., Payment Arrangements, Coll. Agency |
| Public Works Director | 15% | 34,036 | Oversight of Utility Drainage and Stormwater |
| City Engineer | 25% | 53,767 | Coordinates Public Utility Infrastructure within the Public Works Dept. |
| Community Development Director | 15% | 31,152 | Development Serv. Oversight, Bldg. Permits, JUC, Liaison w/Developers |
| Assistant City Manager - Operations | 25% | 59,455 | Oversight of Technology Services, Facilities Services, and Fleet |
| IS Techs (2 FT + 1 PT) | 65% | 151,778 | System Oversight/Monitoring/Security, Support to Finance/Util. |
| GIS Administrator (1 FT + 1 PT) | 35% | 54,863 | Mapping and GIS Support, Assists Enterprise Staff with GIS |
| Technology Services Mgr, Customer Service Mgr, Jr Admin. | 40% | 179,236 | Oversight of Tech. Services, Tyler Tech/Incode Utility Software Support |
| Database Admin./Tech and Systems Engineer | 50% | 120,384 | City Network/Data Security for Enterprise Funds, Finance, Utilities Data |
| Webmaster, Web Programmer, Comm. & Marketing | 35% | 149,089 | Website, Support to Finance/Util., Online Forms, PIO and Marketing |
| Engineer & Administrative Professional (JUC) | 50% | 92,807 | Representation and Coordination at Joint Utility Commission Meetings |
| Parks Maintenance Worker Level II (Avg \$ of 1 FT) | 100% | 67,670 | Maintains Grounds at W&P Buildings, City Hall for Utility Customers |
| TOTAL SALARIES & BENEFITS DIRECTLY ALLOCA | TED | \$2,740,297 | |
| Indirect F | ersonnel, Materials | & Supplies, and (| Capital Outlays Provided: |
| Mayor & City Council | 30% | 240,741 | Total Dept. Budget |
| Administrative Services/Finance | 95% | 497,450 | Materials & Supplies & Capital (Salaries & Benefits are Directly Allocated) |
| Budget Office | 30% | 20,810 | Materials & Supplies & Capital (Salaries & Benefits are Directly Allocated) |
| Legal Services | 30% | 617,283 | Total Dept. Budget |
| Fleet | 40% | 833,033 | Total Dept. Budget |
| Human Resources | 30% | 282,217 | Total Dept. Budget |
| Development Services | 30% | 608,470 | Total Dept. Budget (Does Not include Salaries & Benefits Directly Allocated) |
| Facilities Services (Maint. W&P, Diesel Plant, WWTP, City Offices) | 15% | 288,091 | Total Dept. Budget less Improvements Budget |
| Technology Services | 50% | 398,370 | Materials & Supplies & Capital |
| Parks Maint. (Grounds Maint. for W&P, City Offices) | 10% | 129,490 | Materials & Supplies & Equipment Budget |
| TOTAL SUPPORTING EXPENSES INDIRECTLY ALLO | CATED | \$3,915,956 | |
| GRAND TOTAL COST OF ADMIN. & OVERHEAD SERVI | CES PROVIDED | \$6,656,253 | |

| BUDGETED TRANSFERS FROM: | DEPT. REQUESTED BUDGET AMOUNT | CITY MANAGER RECOMMENDED BUDGET AMOUNT | ADMIN. & OVERHEAD TRANSFERS AS A % OF ENTERPRISE FUND'S TOTAL EXPENDITURE BUDGET |
|--|----------------------------------|--|--|
| Energy (Electric) Fund | 2,450,000 | 2,550,000 | 3.1% |
| Water Fund | 2,050,000 | 2,150,000 | 3.7% |
| Wastewater Collection | 200,000 | 250,000 | 5.1% |
| Regional Wastewater Treatment | 900,000 | 900,000 | 4.3% |
| Refuse Collection | 360,000 | 400,000 | 4.7% |
| Drainage Utility Fund ⁽²⁾ | 80,000 | 80,000 | 10.5% |
| TOTAL TRANSFERS TO GENERAL FUND FOR ADMIN. & OVERHEAD | \$6,040,000 | \$6,330,000 | 3.8% |
| Difference (Underbilling) of Admin./OH and Transfers | (\$616,253) | (\$326,253) | |

 $^{^{(1)}}$ Comments are provided as examples of administrative and overhead services provided but are not all-inclusive.

⁽²⁾ Does not include an additional \$323,776 transfer allocated to only the Drainage Utility Fund for 4 full-time personnel for the Federal NPDES programs and \$205,606 for (3) full-time personnel and \$370,571 for a rebuild of a Street Sweeper truck for the storm drain inspection and cleaning programs.



Agenda Date: 06/15/2023 Agenda Item Number: 07

Subject:

Consider approval of a resolution amending and adopting fees for various services and recreational activities.

Item at-a-glance:

Staff Contact: Chad Moultrie

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Each year the City reviews its services and fees associated to ensure sufficiency of fee coverage. The City has recognized some areas where fee increases are necessary to cover related costs. Increased fees will become effective on July 1, 2023. Staff recommends approval of the resolution.

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 July 1, 2023.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the fee changes.

| RESOLUTION | NO. | | | | |
|-------------------|-----|--|--|--|--|
| | | | | | |

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH AMENDING AND ADOPTING FEES FOR VARIOUS SERVICES AND RECREATIONAL ACTIVITIES

WHEREAS, the City of St. George has adopted a Master Fee Schedule for various services and recreational activities; and

WHEREAS, the City of St. George has determined the need to amend fees to assist in offsetting the cost of the provision of various services and recreational programs provided by the City; and

WHEREAS, the City of St. George will be adopting a budget for fiscal year 2022-2023 incorporating the fee changes to the Master Fee Schedule which will become effective July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, 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 July 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 June, 2023.

| CITY OF ST. GEORGE: | ATTEST: |
|--|---|
| Michele Randall, Mayor | Christina Fernandez, City Recorder |
| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
| , | Councilmember Hughes Councilmember McArthur Councilmember Larkin Councilmember Larsen |
| Tani Downing, City Attorney | Councilmember Tanner |

EXHIBIT A

GENERAL CITY FEES

GRAMA FEES

Black & White Photocopies \$0.25 per page

Color Photocopies \$0.50 per page

Hourly charge equal to the hourly salary of the lowest paid Search for records

employee capable of performing such search

Copies or records in CD or DVD format \$5 per CD

Flashdrive Actual cost for flashdrive

ELECTION FILING FEES

City Council Position \$50 Mayor Position \$100

BAIL SCHEDULE

Class B \$690 Class C \$340 Infractions \$110

ALARM PERMIT FEES

Permit fee \$50 Fine for not having permit \$50

Following one false alarm offense in a twelve (12) month period, the alarm system user shall be Penalty for false alarm

penalized by a fine of fifty dollars (\$50.00) for each subsequent offense.

ANIMAL SHELTER FEES

Adoptions

Dogs \$60 per animal Cats \$50 per animal

Amount based on staff's estimated value, and considering the cost of continuing border and care, and as approved by the City

Manager

All other animals \$40 per animal

Impounds

Livestock

First Impound \$50 \$75 Second Impound Third Impound \$100

Boarding Fees

Boarding fee \$5 per day

Relinquishments

Any animal \$50 per animal

DOG LICENSE FEES

| Spayed females | \$10 |
|--------------------|------|
| Neutered males | \$10 |
| Non-spayed females | \$20 |
| Non-neutered males | \$20 |

All licenses shall be for a period of January 1 thru December 31 of each year.

All licenses shall expire as of December 31 of each year, regardless of date of purchase.

All dogs must obtain a new license by February 28 of each year. Licenses not renewed by this date will be assessed a \$5 late fee PER LICENSE (Per dog) per month with a maximum late fee of \$20 per dog.

AIRPORT FEES

AIRPORT FEES

Landing Fees

>12,500 lbs \$1.05 \$1.25 per 1,000 lbs

<12,500 lbs None
General Aviation Aircraft None
Military Aviation Aircraft None

Commercial/Charter Operations

Commercial Apron Parking Fee \$100

Commercial Aircraft Operator Permit \$1,000 annually

Baggage Processing Area Fees \$0.75 per Enplaned and
Boarding Area Fee Deplaned Passenger Including

Jet Bridge Fee Baggage, Boarding, Jet Bridge

Ticketing Area Fee and Ticketing Area

Fuel Flowage FeesBrought onto Airport/Self-Fueled\$.06 \$.08 per gallonPurchased from FBO/Airport\$.06 \$.08 per gallon

Rental Car Fees

Monthly Rental 10% of Gross Revenues or \$1.50 per sq foot per month

Rental Car Spaces \$20 per space monthly

Equipment and Replacement \$0

Ground Lease Rates & Fees

Improved Lands
Improved lands and paved apron areas

Improved lands and paved apron areas \$0.50 per sq foot per year

Unimproved Lands

Runway Area, Airside, Landside \$0.255 per sq foot per year

Based Aircraft Tie-Down Fees

 <12,500 lbs</td>
 \$50 per month

 >12,500 lbs.
 \$75 per month

 Turbine Engine
 \$150 per month

Transient Aircraft Tie-Down Fees

Daily Single Engine or <12,5000 lbs \$20 per day

\$30 per day Daily Twin Engine >12,5000 lbs Turbine Engine \$50 per day **Terminal Building Vehicle Parking Fees** Terminal Building Vehicle Parking First half hour free; \$7 daily Long Term Parking Fee (Over 60 days) \$7 daily Lost Ticket Fee \$75.00 **Terminal Building Office & Space Rental** Monthly Rental \$1.50 \$1.75 per sq foot per month Conference Room \$50 per hour or \$200 per day 10% of Gross Revenue Restaurant Concession Retail/Rental Concession 10% of Gross Revenue **Security Fees Tenant Gate Access Card** \$30 per card SIDA Photo Badge & Background Check \$75 per badge Un-returned or Lost Security Badge \$150 per badge \$50 per month

Advertising Fees

Telephone Board/Kiosk Display Large Terminal Wall Display

Ground Transportation Fees SASO Operating Permit Fees

Independent Flight Instructor/A&P Fees **Emergency Equipment Standby Fees**

ARFF Equipment After Hours Standby Fees

Hazmat Response and Cleanup

Airport Equipment Fee

GOLF FEES

\$250 per month

\$100 per month

\$1,000 annually

\$100 annually

\$100 per hour

\$100 per hour

\$100 per hour plus disposal cost

| SUNBROOK | | |
|--|-----------------------------|-----------------------------|
| | Oct - May | Jun - Sept |
| 9-hole round | \$35.50 | \$20.50 |
| 9-hole round w/cart | \$45.50 | \$29.50 |
| 9-hole cart fee | \$10 | \$10 |
| 18-hole round | \$64 | \$30 |
| 18-hole round w/cart | \$84 | \$66 |
| 18-hole cart fee | \$20 | \$20 |
| Loyalty Card 9-hole | \$19.50 | \$13.50 |
| Loyalty Card 18-hole | \$35 | \$23 |
| Driving Range | \$4 Sm Bucket/\$8 Lg Bucket | \$4 Sm Bucket/\$8 Lg Bucket |
| Booking fee for groups of 16 or more players when booking outside the standard booking window (NON REFUNDABLE) | \$10 | \$10 |

| 9-hole round | \$25.00 | \$17 |
|--|-----------------------------|-----------------------------|
| 9-hole round w/cart | \$35.00 | \$27 |
| 9-hole cart fee | \$10 | \$10 |
| Loyalty Card 9-hole | \$15.00 | \$10.00 |
| Driving Range | \$4 Sm Bucket/\$8 Lg Bucket | \$4 Sm Bucket/\$8 Lg Bucket |
| Booking fee for groups of 16 or more players when booking outside the standard booking window (NON REFUNDABLE) | \$10 | \$10 |

| SOUTHGATE | | |
|--|-----------------------------|-----------------------------|
| | Oct - May | Jun - Sept |
| 9-hole round | \$25.00 | \$17.00 |
| 9-hole round w/cart | \$35.00 | \$27.00 |
| 9-hole cart fee | \$10 | \$10 |
| 18-hole round | \$40 | \$26.00 |
| 18-hole round w/cart | \$60 | \$46.00 |
| 18-hole cart fee | \$20 | \$20 |
| Loyalty Card 9-hole | \$15.00 | \$10.00 |
| Loyalty Card 18-hole | \$26 | \$18.00 |
| Driving Range | \$4 Sm Bucket/\$8 Lg Bucket | \$4 Sm Bucket/\$8 Lg Bucket |
| Booking fee for groups of 16 or more players when booking outside the standard booking window (NON REFUNDABLE) | \$10 | \$10 |

| ST. GEORGE | | |
|--|---|------------|
| | Oct - May | Jun - Sept |
| 9-hole round | \$25.00 | \$17.00 |
| 9-hole round w/cart | \$35.00 | \$27.00 |
| 9-hole cart fee | \$10 | \$10 |
| 18-hole round | \$40 | \$26.00 |
| 18-hole round w/cart | \$60 | \$46.00 |
| 18-hole cart fee | \$20 | \$20 |
| Loyalty Card 9-hole | \$15.00 | \$10.00 |
| Loyalty Card 18-hole | \$26 | \$18.00 |
| Booking fee for groups of 16 or more players when booking outside the standard booking window (NON REFUNDABLE) | \$10 | \$10 |
| Loyalty Program Annual Membership | \$40 per person | |
| Merchandise | 5% mark up to 400% mark up | |
| Food Concessions | 5% mark up to 400% mark up | |
| Monthly Pass | \$125 for Southgate, Red Hills, and St. George Golf Club \$175 for all 4 courses | |
| Summer Pass | \$600 for all 4 courses, June - September | |

COMMUNITY DEVELOPMENT

SPECIAL EVENT FEES

Special event permit fee \$150 per day ever for 300+ in attendance

\$75 per day less than 300 for 0-299 in attendance

\$5 for 5 days, \$10 for 30 days

Parks and Community Services

Parks staff

Fech staff

Tech staff

See \$25 per hour per staff member

See \$25 per hour per staff member

See \$20 \$25 per hour per staff member

Tech staff for stage \$25 \$30 per hour per staff member

Police Department

Sub-license

Police staff \$100 per hour per staff member/2 hr. minimum

Fire Department

Fire Department staff \$36 per hour per staff member

Staff vehicle\$58 per hourFire engine\$198 per hourLadder truck\$210 per hourRescue squad/brush truck\$96 per hourHazmat Truck\$96 per hourTechnician trailer\$40 per hour

Operation trailer \$40 per hour
Air squad \$66 per hour

Bomb squad \$144 per hour Incident command vehicle \$198 per hour Heavy rescue \$264 per hour

Traffic Control

Set up \$20 per hour Take down \$30 per hour Pickup truck \$30 per hour Trailer \$10 per hour 1-Ton Truck \$67 per hour

BUSINESS LICENSE FEES

General Business License Fee \$50 annually (1/2 after July 1 for a new business)

Full Time Employee Fee \$10 each annually Part Time Employee Fee \$5 each annually

Late Fee after 60 days of due date \$25

Total Max Fee (before late fee) \$350

Amusement Devices \$50 plus \$15 per machine (Max \$350)

Beer License \$500 plus \$50 non-refundable application fee

Billboard Advertising \$50 plus \$25 per billboard (Max \$350)

Change of Address

Christmas Tree Sales Lot

Door-to-Door Solicitor Registration

Sales Lot

\$35 per lot

\$15 annually

Firework Stand \$150

Mini-Storage Rentals \$50 plus \$5 per unit over 30 units (Max \$350)

Mobile Catering Unit Food Truck \$50 plus \$10 per vehicle inspection fee

Home Occupation Permit \$50.00

Sub-license \$5 for 5 days, \$10 for 30 days

Reprinting of business license \$10

Rental Dwelling Business License \$50 annually

Late Fee after 60 days of due date \$25

Local Agent \$10 per agent annually

Failing to obtain a Rental Dwelling Lic. \$25 per day per violation

Sexually Oriented Business Application Fee \$1,250

Sexually Oriented Business License Fee \$1,250 annually

Sexually Oriented Business Employee Application Fee (Per \$300

employee) \$30

Annual Sexually Oriented Business Employee Application Business

License Fee (Per employee)

\$300 annually

CODE ENFORCMENT FEES

| VIOLATION | COURTESY NOTICE PERIOD | VIOLATION OF NOTICE PERIOD | FINE PER DAY |
|---|------------------------|----------------------------|--------------------|
| General Violations: Land use, junk, inoperable vehicles, weeds, property maintenance and other nuisances | 15 Days | 10 Days | \$25.00 |
| Excessive Occupancy | 15 Days | 10 Days | \$25.00 per person |
| Parking in Setback | 0 Days | 3 Days | \$25.00 |
| Signs: | | | |
| Portable - banners, A-frames, pennants and similar signs | 0 Days | 3 Days | \$50.00 |
| Non-portable - permanent sign violations and roof signs | 15 Days | 10 Days | \$50.00 |
| Accessory Buildings: | | | |
| As a residence | 15 Days | 10 Days | \$50.00 |
| Setback Violations | 15 Days | 10 Days | \$50.00 |
| Fences/Walls | 15 Days | 10 Days | \$25.00 |
| Home Occupation | 15 Days | 10 Days | \$26.00 |

Repeat Offenses

at the same location by the same offender within 1 year

Second Offense Third Offense Fine Per Day Doubles
Fine Per Day Quadruples

Abatement Costs

Abatement of injurious & noxious real property, and unsightly or deleterious objects of structures:

\$50 per hour, with a minimum charge of **\$50 per person**; equipment fees at current rental

Administrative Fees

Reinspection fee: \$50.00

Administrative Hearing Fee:

\$95.00

Interest

Interest shall accrue on all outstanding civil penalties, abatement costs and administrative fees from the date said amount is assessed until paid in full at the rate of 10% per annum.

BUILDING PERMIT FEES

| Total Valuation | Fee |
|--------------------------|--|
| \$1 to \$500 | \$23.50 |
| \$501 to \$2,000 | \$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000. |
| \$2,001 to \$25,000 | \$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000. |
| \$25,001 to \$50,000 | \$391.75 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000. |
| \$50,001 to \$100,000 | \$643.75 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000. |
| \$100,001 to \$500,000 | \$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000. |
| \$500,001 to \$1,000,000 | \$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,100,000. |
| \$1,000,001 and up | \$5,608.75 for the first \$1,000,000 plus \$3.65 for each additional \$1,000, or fraction thereof. |
| Habitat Control Plan Fee | .2% (.002) of Valuation |
| | |

GENERAL COMMUNITY DEVELOPMENT FEES

| Annexation | \$500 |
|--|---------------------|
| Board of Adjustment (Variance) | \$100 |
| Bldg Design & Conceptual Site Plan App. | No Fee |
| Conditional Use Permit Application | \$300 |
| Determine Use (for zoning clarifications) | No Fee |
| Easement Vacation | \$300 |
| Encroachment Permit - Base Permit Fee | \$50 |
| Encroachment Permit - Base Permit Fee in Roadway | \$150 |
| Encroachment Permit - Base Permit Fee in Out of Roadway (i.e. Sidewalk, Curbing) | \$75 |
| Encroachment Permit - Plus Variable Fee per Square Foot Encroached | \$0.50 |
| Utility Trench (less than 5 ft) | |
| Newer than 3 yrs old | \$2 per square foot |
| Older than 3 yrs | \$1 per square foot |
| Sidewalk Replacement - per Square Foot | \$0.25 |
| Curb & Gutter Replacement - per Lineal Foot | \$0.25 |
| Lane Closure Fees: | |
| Arterial Road (up to 600 ft) - per lane/block/day | \$200 |
| Add Block (per 600 ft) - per lane/block/day | \$150 |
| | |

Local (less than 5k ADT) - per lane/block/day \$100
Add Block (per 600 ft) - per lane/block/day \$50

*Non-Notification Fee x2 Permit Fee

General Plan Amendment \$500 + Acreage Fee*

This is a sliding scale fee schedule whereFirst:1-100 acres\$50.00 per acrethe first one hundred acres are chargedthen:101-500 acres\$25.00 per acrethen 101-500 acres are charged at\$01+ acres\$10.00 per acre

\$25/acre, etc.

Note: Acreage to be amended as open space**, no charge if the space is over 10 acres

Hillside Review \$200.00

Lot Line Adjustment (Not a plat) \$200.00

Lot Merger (Optional Merger; Not a plat) \$200.00

Lot Split (1 lot to 2 lots only) (Not a plat) \$250.00

(not a plat) = a parcel of land that has not been subdivided. If the lot is part of a subdivision then it requires a Subdivision Amendment or as labeled above Final Plat Amendment.

Permitted with Standards \$100.00

Permitted with Standards ADU \$100.00

Permitted with Standards Guest House \$100.00

Permitted with Standards Specific Standards \$100.00

Re-notice Fee Actual Cost

Planning Staff Review No Fee

Side Entry Garage No Fee

Sign Permit Wall Sign \$0; Free standing \$100.00

Sign Review Board \$100.00 Swimming Pool Permit (Residential only) No Fee

Site Plan Review \$200.00 - \$50.00 per acre over 1 acre

Preliminary Plat \$200.00 + \$75.00 per lot Final Plat (Subdivisions, townhomes, roads, etc.) \$60 per lot (\$400 minimum)

Preliminary Plat Amendment \$200.00

Final Plat Amendment \$250.00 + \$10.00 per lot (entire plat) \$250 + \$25 per lot (portion of a plat)

Final Plat Amendment/Lot Merger \$250.00 + \$25.00 per altered lot

Lot Line Adj/Lot Mergers by document only \$500.00

Public Improvements Inspection Fee 2% of Public Works Inspection Construction Costs

Subdivision Amendments \$250 + \$10 per lot (entire plat) OR \$250 + \$25 per lot (portion of a plat)

Subdivision Construction Plans \$50.00 per lot

Zone Change \$500.00 + Acreage Fee*

This is a sliding scale fee schedule whereFirst:1-100 acres\$50.00 per acrethe first one hundred acres are chargedthen:101-500 acres\$25.00 per acrethen 101-500 acres are charged at\$01+ acres\$10.00 per acre

\$25/acre, etc.

Note: Acreage to be amended as open space, no charge if the space is over 10 acres

^{*} Less than 1 acre, no acreage fee charged.

^{**} Open Space includes parks, golf courses, floodplains, hillside and similar natural areas, but not required recreation areas and setback areas

^{*} Less than 1 acre, no acreage fee charged.

Note: Amendments to existing PD zones are \$500 + acreage fee for additional acres added to the original PD.

Zoning Regulation Amendment \$500.00

Refund Policy:

Where the applicant voluntarily withdraws the application, the following refunds will apply:

Application accepted, no further work done 90% of total filing fee After notification of hearing 75% of total filing fee After Planning Staff Review meeting 50% of total filing fee After written comments received from departments 50% of total filing fee After Staff Report completed 25% of total filing fee

After Planning Commission Public Hearing held

Staff error resulting in mandatory withdrawal

No refund

100% refund

ENGINEERING

AIR QUALITY FEES

Materials Plant Operations:

Aggregate Crushers, Asphalt \$300 initial per location
Plants and Concrete Plants \$100 annual renewal

Land Development Activities:

Mass Grading/Clearing of Land \$25 per acre

Stationary Site Activities:

Abrasive Blasting \$100
Demolition Projects \$100
Explosive Blasting \$100
Landscape Supply Yards \$100

Civil Penalties:

First Violation min of \$100
Second Violation min of \$200
Third and Subsequent Violations min of \$400

STORMWATER DEFICIENCY CIVIL PENALTIES

Control Measure Violation

| Working without a NOI and/or SWPPP | \$500 |
|--|-------|
| Working without an updated NOI and/or SWPPP | \$250 |
| Inspections not being performed and/or documented | \$150 |
| Inspections being performed by unqualified personnel | \$150 |
| SWPPP sign not posted | \$150 |
| Construction exit track-out | \$150 |
| Waste control | \$150 |

| Improper material storage | \$150 |
|--|-------|
| Illicit Discharge Violation | \$250 |
| Sediment escaping perimeter boundary | \$250 |
| Solid waste (litter and construction debris) | \$250 |
| Wash-out not contained (concrete, stucco, paint) | \$250 |
| Sanitary waste (portable toilet not staked, in right-of-way, improper setback) | \$250 |
| Fuel, oil, hydraulic spills (improper disposal or not contained) | \$250 |
| Fertilizer, cleanser, organics spills (improper disposal or not contained) | \$250 |
| Paints and solvents | \$250 |
| Administrative Fee for appeal (Code 9-14-9) | \$250 |
| | |

REUSE CENTER FEES

| Commercial Green Waste (180 lbs or more) | \$42/ton (Minimum \$20/load) |
|--|------------------------------|
| Residential Green Waste (180 lbs or more) | \$42/ton (Minimum \$5/load) |
| Commercial Dumping Fee ("compost-able" material) | \$30/ton (Minimum \$15/load) |
| Residential Dumping Fee ("compost-able" material) | \$10/ton (Minimum \$3/load) |
| Commercial and Residential Asphalt/Concrete Dumping (No rebar) | \$5/ton |
| Compost Material (sales) | \$41/ton |
| Roadbase Material (sales) | \$10/ton |
| Non-covered Load Fee | \$10/load |

SUNTRAN RIDE FEES

| | Regular | Discounted |
|------------------------------|---------|-------------|
| Single Ride | \$1.00 | \$0.50 |
| Ten Ride Card | \$10.00 | \$5.00 |
| Day Pass | \$2.50 | Not offered |
| Month Pass | \$30.00 | Not offered |
| Semester Pass (Fall, Spring) | \$90.00 | Not offered |
| Semester Pass (Summer) | \$45.00 | Not offered |
| | | |

SUNTRAN ADVERTISING FEES

| Advertising Size | Annual Advertising Fee | 6 Month Period | 3 Month Period | 1 Month Period |
|----------------------------------|------------------------|--------------------|--------------------|--------------------|
| (Sizes are Width x Height) | Per 4 wks/28 days | Per 4 wks/28 days | Per 4 wks/28 days | Per 4 wks/28 days |
| Interior Card (11" x 17") | \$25 | \$35 | \$45 | \$55 |
| Bottom Tail (84" x 35") | \$500 | \$600 | \$700 | \$800 |
| Full Tail (84" x 84") | \$800 | \$900 | \$1,000 | \$1,200 |
| Half Crown (38" x 120") | \$600 | \$700 | \$800 | \$1,000 |
| Full Crown (38" x 263") | \$1,200 | \$1,400 | \$1,600 | \$1,800 |
| Ultra King (108" x 42") | \$600 | \$800 | \$1,000 | \$1,200 |
| King Kong (108" x 82") | \$1,000 | \$1,200 | \$1,400 | \$1,600 |
| Full Bus Wrap | \$3,000 | \$4,000 | \$5,000 | \$6,000 |

| Interior Card (17" x 11") | \$25 |
|--------------------------------|---------|
| Bottom Tail (84" x 18") | \$300 |
| Queen (85" x 28" or 85" x 36") | \$215 |
| Half Crown Small (85" x 38") | \$300 |
| Half Crown Large (150" x 38") | \$600 |
| Half Crown Tagline (150' x 9") | \$100 |
| King Large (108" x 28") | \$355 |
| King XL (154" x 36") | \$400 |
| King Kong (85" x 74") | \$515 |
| Full Crown Medium (202" x 38") | \$975 |
| Full Crown Large (263" x 38") | \$1,200 |
| Full Crown XL (337" x 38") | \$1,400 |
| Back Top Tagline (80" x 6") | \$100 |
| | |

Cost of artwork (i.e. design, printing, and installation) is covered by Suntran for each ad on an annual contract. Cost of artwork is paid by the customer when the contract is less than 1 year.

Promotions

Up to 30% discount - based on availability and demand (Interior Cards Do Not Apply)

PARKS AND COMMUNITY SERVICES

GENERAL FEES

Early Bird Registration Discount amounts \$5, \$10, \$25

Food Concessions 5% mark up to 400% mark up

Late Registration fees \$5, \$10, \$25

Merchandise 5% mark up to 400% mark up

New Program Development \$5 to \$200 in first year based on costs coverage of 50% to 200%

Required deposits for ALL park/field rentals for special events 50% of the total rental fee

Vendor Booth Various areas \$25, \$50, \$75, \$100, \$125, \$150

Tri Pack Passes - Admission includes Sand Hollow Aquatic Center, City Pool, and Recreation Center

Annual Tri-Pack Pass - Individual \$265 \$300 - Resident; \$300 \$360 - Non Resident

Month to Month Monthly Tri-Pack Pass - Individual (minimum contract term of one (1) Year) \$25 \$30 - Resident; \$30 \$35 - Non Resident

Annual Tri-Pack Pass - Family \$475 \$480 - Resident; \$530 \$540 - Non Resident

Month to Month Monthly Tri-Pack Pass - Family
(minimum contract term of one (1) Year)

\$40 \$45 - Resident; \$45 \$50 - Non Resident

Additional Family Members on passes, each \$10 \$3 for monthly pass; \$25 for annual pass

ART MUSEUM

Admission Fees

Admission Fees No charge, donation only

Classes/Camps

4-Day Camps \$55 - Resident; \$65 - Non Resident

African Safari Workshop \$30 - Resident: \$35 - Non Resident

Art Adventures \$10 - Resident; \$35 - Non Resident
Art Summer Class \$30 - Resident; \$35 - Non Resident
Beach Party Workshop \$30 - Resident: \$35 - Non Resident

Museum Explorers \$39 \$35 per child - Resident; \$35-\$40 - Non Resident

Outer Limits of Art Camp\$30 - Resident; \$35 - Non ResidentRecycling Art Camp\$30 - Resident; \$35 - Non Resident

smART Saturday Class \$5 per child - Resident; \$3 additional sibling - Resident; \$10 - Non Resident

\$10 \$15 per child - Resident; \$15 \$20 - Non Resident

\$150 for 2 hours; \$75 each additional hour

Fundraisers

Artie Bus Rental

Teen Night

Fundraisers \$20

Historic St. George Live Tour

12 years of age and older \$5 Child - 5-11 years of age \$3 Child - 4 and under

Art Museum Memberships

No charge

Student \$15, Individual \$35, Family \$50, Enhanced Fees \$100-\$5k Corporate Art Share Program \$3k, \$5k, \$10k

ART FESTIVAL

Concert Tickets Food Booths

Gala Tickets

Artist Applications \$40

Artist Exhibitors \$175, \$180; \$360 - Double; \$250 - Premium/Exclusive; \$500 - Double/Exclusive

\$175 F Row 10x10; \$225 E Row 10x10; \$300 P Row 10x10; \$200 All Other Rows 10x10; \$250 Exclusive 10x11

\$15

\$250; \$500; \$750 Depending on space size requested

\$50 \$25-\$50

Posters/T-shirts/Merchandise \$5 - \$50
Artist Special Booth Request Fee \$25

COMMUNITY BUILDING

Non- Commercial Use \$10 \$20/hour Post 90 Groups No charge

DIXIE ACADEMY, TOP FLOOR

Facility Available 10:00 a.m. - 11:00 p.m.

City Programming No charge

School District use Actual staff time charges

Commercial Use (Mon - Thurs) \$200 \$225 per hour \$500 deposit, includes one (1) staff member (refundable)

Private Use (Mon - Thurs) \$100 \$125 per hour \$500 deposit, includes one (1) staff member (refundable)

\$500 deposit, includes one (1) Non Commercial Use (501(c)3) (Mon - Thurs) \$100 \$125 per hour staff member (refundable) **Minimum of 4-hours booking; maximum of 10-hour booking** \$25 per hour Additional Staff Members \$500 deposit, includes one (1) Commercial Use (Fri - Sat) \$250 \$275 per hour staff member (refundable) \$500 deposit, includes one (1) Private Use (Fri - Sat) \$125 \$150 per hour staff member (refundable) \$500 deposit, includes one (1)

staff member (refundable)

\$250 deposit, includes one (1)

staff member (refundable)

Non Commercial Use (501(c)3) (Fri - Sat) \$125 \$150 per hour

Minimum of 4-hours booking; maximum of 10-hour booking

Additional Staff Members \$25 per hour

SOCIAL HALL

City Programming No charge

School District use Actual staff time charges

Non-profit or Private function (Mon - Thurs)

\$60 \$80 per hour

\$250 deposit, includes one (1) staff member (refundable)

For-profit entity function (Mon - Thurs) \$120 \$140 per hour \$250 deposit, includes one (1) staff member (refundable)

Minimum of 4-hours booking

Additional Staff Members \$25 per hour

Non-profit or Private function (Fri - Sat) \$75 \$100 per hour

For-profit entity function (Fri - Sat)

\$150 \$175 per hour

\$250 deposit, includes one (1) staff member (refundable)

Minimum of 4-hours booking

Additional Staff Members \$25 per hour

Fee for scheduling within two (2) weeks of event \$25

ELECTRIC THEATER

Studio/office space

Individual artist studios\$150 per monthNon-profit arts organizations\$150 per monthResident fee\$150 per monthNon-resident fee\$200 per month

Gallery space \$100 per month

Class Rooms

Standard use \$30 per hour

Non-profit organization - Not a member of

Theater Residency Program \$15 per hour Resident fee \$20 per hour Non-resident fee \$40 per hour

Theater Instruction - Member of Theater Residency Program

Theater Instruction - Member of Theater Residency Program-

(Between 60 and 240 hours)

No charge for first classroom:

\$5 per hour per additional

classroom

\$10 per hour

Art Instruction - Member of Teaching Residency Program

\$5 per hour City programming No charge

Theater space

(over 240 hours)

Minimum booking is two (2) consecutive hours

Includes one (1) technician; sound, light, stage, or house manager as determined by staff

Standard use \$120 per hour Non-profit organization \$80 per hour Resident fee \$100 per hour Non-resident fee \$150 per hour Theater Instruction - Member of Theater Residency Program \$40 \$50 per hour City programming No charge Community Programs programming No charge

Technician Fees \$25 per hour (minimum of 2-hr booking)

Refundable Deposit \$250

Theater Residency Program: Organizations who commit to renting the theater between 60 or more hours per fiscal year for the purpose of community productions.

Teaching Residency Program: Organizations who commit to at least 10 regularly scheduled classes in the ETC classrooms per fiscal year for the purpose of community education. Regularly scheduled means any class that takes place over the course of at least five (5) weeks with an average of at least two (2) hours per week.

Fee for lost badge \$100

CAROUSEL

Carousel Rides \$1 20 Carousel Rides \$15

THUNDER JUNCTION

North Pole Express **\$8** \$10 per person

Pavilion Rental \$50 - Resident; \$60 - Non Resident

Summer Camps \$5 - \$7 - Resident: \$10 - \$12 - Non Resident

Train Ride \$1 per ride

SEEGMILLER FARM

Reserved for three (3) 4-hour periods: 7:00 a.m. - 11:00 a.m.; 12:00 p.m. - 4:00 p.m.; OR 5:00 p.m. - 9:00 p.m.

7:00 a.m. - 11:00 a.m. \$240 + deposit - Resident; \$310 + deposit - Non Resident \$2:00 p.m. - 4:00 p.m. \$240 + deposit - Resident; \$310 + deposit - Non Resident \$5:00 p.m. - 9:00 p.m. \$240 + deposit - Resident; \$310 + deposit - Non Resident \$240 + deposit - Resident; \$310 + deposit - Non Resident

Required deposits for ALL park/field rentals for special events 50% of the total rental fee

*Minimum two (2) block reservations required for weddings

SUNBOWL

Events with 400+ attendees \$1,000 plus 5% of gross receipts

Events with less than 400 0-399 attendees \$450
Refundable Cleaning Deposit - Events with 400+ attendees \$2,000
Refundable Cleaning Deposit - Events with less than 400 0-399
attendees \$2,000

Parking Lot (if reserving parking lot only) \$250 per day

TOWN SQUARE RENTAL FEES

All Events \$150 per hour - Resident; \$195 per hour - Non Resident

Parking Lot (if reserving parking lot only) \$250 per day

ALL OTHER PARKS

Reserved for three (3) 4-hour periods: 7:00 a.m. - 11:00 a.m.; 12:00 p.m. - 4:00 p.m.; OR 5:00 p.m. - 9:00 p.m.

400 people or less 0-100 attendees\$50 - Resident; \$60 - Non Resident101 - 200 people attendees\$100 - Resident; \$120 - Non Resident201+ people attendees\$400 - Resident; \$420 - Non ResidentAll day reservation\$400 - Resident; \$420 - Non Resident

Required deposits for ALL park/field rentals for special events 50% of the total rental fee

FIELD RENTALS

Multi Use Fields and Baseball/Softball, practice "Approved Local Youth

League" all sports

Multi Use Field Full size field rental \$500, two undersized field Rental \$800, three undersized \$1000 OR \$275/4-hr block

Multi Use Field -Tournament Use at Little Valley Fields \$6,000 a day (required to rent entire complex) - October 1 - April 30

Adult Baseball or Softball, per field per game \$15

Use of Lights, per hour block \$10 per hour - Resident; \$13 per hour - Non Resident

Baseball or Softball, per field per day \$300 OR \$175/4-hr block during off season time (May 1 - September 30)

Softball -Tournament Use at Canyons Complex \$3,500 a day (required to rent entire complex) - October 1 - April 30 - Resident

Softball -Tournament Use at Canyons Complex \$7,000 a day (required to rent entire complex) - October 1 - April 30 - Non Resident

Baseball -Tournament Use at Bloomington Fields/Little Valley Fields \$500 per field/per day - October 1 - April 30 - Resident

Baseball -Tournament Use at Bloomington Fields/Little Valley Fields \$500 per field/per day - October 1 - April 30 - Resident \$1,000 per field/per day - October 1 - April 30 - Non Resident

Baseball or Softball, Tournament Use (all other fields) \$500 per field/per day - October 1 - April 30 - Resident

Baseball or Softball, Tournament Use (all other fields) \$1,000 per field/per day - October 1 - April 30 - Non Resident Required deposits for ALL park/field rentals for special events 50% of the total rental fee Tennis & Pickleball Court Reservation - Hourly (Recreational) \$10 per court per hour - Resident; \$15 per court per hour - Non Resident; Up to 2 hr max; 2 court max Tennis & Pickleball Court Group Reservation - Hourly (Recreational) \$10 per court per hour - Resident; \$15 per court per hour - Non Resident; 2 hr minimum; 4 hr max; 6 court max Tennis & Pickleball Court Reservation - (Professional - Clinics, \$90 per court - 1/2 day (6 hrs) - Resident; \$120 per court full day (8 hrs) - Resident; \$120 per court - 1/2 day (6 hrs) - Non Resident; \$160 per court full day (8 hrs) - Non Resident; Tournaments, & Leagues) Tennis & Pickleball Court Reservation - Hourly (Professional - Lessons) \$25 per court per hour - Resident; \$30 per court per hour - Non Resident; 2 hr max; 1 court max \$10 per court per hour Volleyball Court Reservations Community Garden \$30 per year, plus \$40 deposit

CEMETERY

Lot Fees

Full Lot \$450 \$550 - Resident; \$650 \$700 - Non Resident
Perpetual Care - Full Lot (flat monument row) \$300-\$450 - Resident; \$400 \$500 - Non Resident
Perpetual Care - Full Lot (upright monument row) \$750 \$800 - Resident; \$400 - Non Resident
Half Lot \$300 - Resident; \$400 - Non Resident
Perpetual Care - Full Half Lot (flat monument row) \$100 - Resident; \$150 - Non Resident
Perpetual Care - Full Half Lot (upright monument row) \$300 - Resident; \$350 - Non Resident
Lot trade/transfer fee \$25

Burial Fees

Adult. Weekday \$500 \$600 - Resident; \$650 \$750 - Non Resident Cremation, Weekday \$300 - Resident; \$400 - Non Resident Infant, Weekday No charge Adult, Saturday \$850 \$1,100 - Resident; \$950 \$1,200 - Non Resident Cremation, Saturday \$350 - Resident; \$450 - Non Resident Infant, Saturday No charge Double Depth Burial (1st opening) Double the standard fee Disinterment (full casket) \$1.190 \$595

Disinterment (cremation) \$595

Double Depth Disinterment Double the standard fee

Late Arrival Fee \$200 \$300

Cremation Garden Fees

Space for Granite Tablet (holds two (2) cremation burials) \$200 - Resident: \$270 - Non Resident Perpetual Care fee for Granite Tablet \$360 - Resident; \$460 - Non Resident Space for Premium Individual Post Marker \$170 - Resident; \$175 - Non Resident Perpetual Care fee for Individual Post Marker \$180 - Resident; \$280 - Non Resident Space for Premium Companion Post Marker \$340 - Resident; \$450 - Non Resident Perpetual Care fee for Companion Post Marker \$360 - Resident; \$460 - Non Resident Space in Columbarium \$265 - Resident; \$375 - Non Resident Perpetual Care fee for Space in Columbarium \$435 - Resident; \$575 - Non Resident Space for Bench \$920 Bench \$3,150

Open & Close fees, Weekday
Open & Close fees, Saturday
\$250 - Resident; \$450 - Non Resident
\$350 - Resident; \$450 - Non Resident

MARATHON

Entrance Fees

| Runner Entry Fee if registered between April 1 & April 30 (10 Year Club fees apply) | \$110 full marathon; \$100 mini half marathon | |
|--|---|--|
| Runner Entry Fee if registered between May 1 & May 31 (10 Year Club fees apply) | \$125 full marathon; \$115 mini half marathon | |
| Runner Entry Fee if registered between June 1 & July 31 August 31 (not eligible for 10 Year Club fees) | \$140 full marathon; \$130 mini half marathon | |
| 10 Year Club - 11th to 14th year (If registered between April 1 & April 30) | \$95 | |
| 10 Year Club - 15th to 19th year (If registered between April 1 & April 30) | \$95 | |
| 10 Year Club - 11th to 19th year (if registered between May 1 & May 31) | \$110 | |
| 10 Year Club - 20th to 24th year (If registered between April 1 & April 30) | \$85 | |
| 10 Year Club - 25th to 29th year (If registered between April 1 & April 30) | \$85 | |
| 10 Year Club - 20th to 29th year (if registered between May 1 & May 31) | \$100 | |
| 10 Year Club - 30th to 34th year (If registered between April 1 & April 30) | \$75 | |
| 10 Year Club - 35th - 39th year (If registered between April 1 & April 30) | \$75 | |
| 10 Year Club - 30th to 39th year (if registered between May 1 & May 31) | \$90 | |
| 10 Year Club - 40th+ year (If registered between April 1 & April 30) | \$65 | |
| 10 Year Club - 40th+ year (if registered between May 1 & May 31) | \$80 | |
| Deferment Fee Bib Transfer Fee | \$25 from April 1 - August 31; \$50 from September 1 - Marathon date \$25 from April 1 - August 31; \$50 from September 1 - September 15 | |
| St. George Marathon 5K St. George Marathon Fun Run Walk & Roll | \$45 from April 1 - April 30; \$55 from May 1 - May 31; \$65 from June 1 - August 31 \$15 | |

Marathon Expo Fees

10x10 expo booth until 8/31 \$600 \$700 thereafter \$1,200 10x20 expo booth until 8/31 \$1,300 thereafter 10x30 expo booth until 8/31 \$1,800 \$1,900 thereafter 20x20 expo booth until 8/31 \$2,400 \$2,500 thereafter

Booth forfeit fee - vendor cancels \$200 per 10x10 space (\$200 - 10x10, \$400 - 10x20, \$600 - 10x30, \$800 - 20x20)

Flyer insert in runner bags \$400

Miscellaneous Marathon Fees

10 Year Club Banquet \$20 per person

\$15 Dinner Ticket

50% of actual cost Ibigawa Trip Reimbursement Postage reimbursement Actual cost Runner Shirt (past year's) \$1 -\$5

VIP Bus \$75 - Pre-sale; \$100 - Day of Marathon

RACES

Registration Fees

1/2 marathons \$75 early bird registration; \$90 registration; \$100 late registration

10Ks \$35 early registration; \$45 late registration 4ks or 5ks (unless otherwise listed) \$35 early registration; \$45 late registration

Duathlon \$45 early bird registration; \$55 late registration

Flex Series \$25 per race

\$60 Flex Series - 3-Race Series \$150 Flex Series - Full Series (9 races)

Lake to Lake Relay 2-person teams \$150 early bird registration; \$160 late registration Lake to Lake Relay 5-person teams/Kid Teams (up to 10) \$280 early bird registration; \$300 late registration

Lake to Lake Relay Ultra's \$80 early bird registration; \$90 late registration

Santa Dash \$5 OR \$15 includes costume SHAC Triathlon \$45 Adult sprint or beginner SHAC Triathlon \$65 Relay; \$75 late registration SHAC Triathlon \$10 Child sprint or beginner

Turkey Trot \$5 plus 5 canned goods, kids 12 & Under are free

Ultra Race \$45 \$80 early bird registration; \$55 \$90 late registration

Utah Youth Track and Field Meet No charge \$30

Virtual Race Series

Race Expo Fees

Booth 10x10 \$200 Booth 10x20 \$300 Both Half Marathons 10x10 \$300 Both Half Marathons 10x20 \$450 \$200 Flyer

| Flyer with Booth | \$300 | |
|----------------------------------|--|--|
| Misc Race Fees | | |
| 4th of July Celebration Booth | \$75 \$150 for only July 4; \$300 for entire event (includes sublicense fee) | |
| 4th of July Carnival Tickets | \$25 \$30 per person - pre-sale; \$35 \$40 per person - on-site | |
| 4th of July Mega Pass | \$30 \$40 per person - pre-sale; \$40 \$50 per person - on-site | |
| Lake to Lake Relay Dinner Ticket | \$ 15 \$20 | |
| Logo with Picture | \$100 | |
| Past Year's Runner Shirts | \$1 - \$10 | |
| Postage for Shirts and Medals | \$3 - \$15 | |
| Race Brochure 1/4 Page Ad | \$400 | |
| Race Brochure Full Page Ad | \$800 | |
| Race Brochure Half Page Ad | \$600 | |
| Transfer/deferral fee | \$5 \$10; \$20 Late Fee | |
| Finish Line Booth | \$150 | |
| Misc. Races Discounts | | |
| City Employees Dependent | 50% off | |
| City Employees Discount | 100% off | |
| Running Club/Tri Club | 15% off | |
| SGR Email Sales | 15% off | |
| SGR Promo Code | 15% off | |
| Sponsor Giveaway Entries | 100% off | |
| Volunteer Giveaway Entries | 100% off | |
| NATURE CENTER | | |
| Arbor Day | NO FEE | |
| Cottontail Scramble | \$4 \$5 | |
| Curiosity Club - School Year | \$22 \$25 - Resident; \$27 \$30 - Non Resident | |
| Curiosity Club - Summer | \$9 \$15 - Resident; \$12 \$20 - Non Resident | |
| Fall Festival/Pumpkin Alley | \$1 \$5 | |
| Fishing Derby | NO FEE | |
| Holiday Social | \$1 \$5 | |
| Jr Ranger Family Night | NO FEE | |
| Neature Talks | \$5 - Resident; \$7 - Non Resident | |
| Outreach Education Field Trips | \$50 - Group Fee - 50+; \$25 Group Fee - 1-49 | |
| PBS Summer Camps | \$45 - Resident; \$50 - Non Resident | |
| Safety Town | \$40 - Resident; \$45 - Non Resident | |
| Skate Camp/Carousel Camp | \$27 \$30 - Resident; \$32 \$35 - Non Resident | |
| Spring Break Camp | \$40 - Resident; \$45 - Non Resident | |
| Teens Spa Workshop | \$37 \$40 - Resident; \$42 \$45 - Non Resident | |
| TNC Nature Camp- Busy Bees | \$40 - Resident; \$45 - Non Resident | |
| TNC Nature Camp- Crazy Crawdads | \$57 \$60 - Resident; \$62 \$65 - Non Resident | |

TNC Nature Camp- Tweety Birds \$40 - Resident; \$45 - Non Resident
TNC Nature Camp- Wiggly Worms \$44 \$45 - Resident; \$49 \$50 - Non Resident

Zombie Camp \$45 - Resident; \$50 - Non Resident

SOFTBALL

Adult Men's-Women's-Coed Slowpitch \$375; \$400 late registration Fastpitch 10U \$375; \$400 late registration Fastpitch 42U 10U - 18U \$500; \$525 late registration Free Agent player 1/10th regular team fee

Gate fee High School \$6 - youth; \$8 - adult High School JV Tournaments \$400

High School tournaments \$450

One pitch league \$290 - Resident; \$340 - Non Resident Regular League Double Header \$465 - Resident; \$515 - Non Resident Regular League Single Header \$350 - Resident; \$400 - Non Resident

Toy's for Kids Charity Tournament \$225
Youth Softball State Qualifier \$650
Youth Softball State Qualifier Early Bird Registration \$600

YOUTH SPORTS

FUNdamentals (Formally Start Smart) \$27 \$35 - Resident; \$32 \$40 - Non Resident

JR Jazz Jersey \$12.50 \$15
Rugby Clinic \$30

Sand Volleyball Clinic \$100
Youth Beach Volleyball Camp \$120

Youth Beach Volleyball Camp \$12
Youth Late Fee \$5

Youth Sports \$40 \$45 - Resident *; \$45 \$50 - Non Resident *; \$7 Individual

* If student is on the "Free Lunch Program", the fee will be waived for participation in Youth Sports

\$45/Session - Resident; \$50/Session - Non Resident

ADULT SPORTS

Summer Youth Sports Series

2 x 2 Volleyball, Team \$72 - Resident; \$85 - Non Resident \$85/Team; \$65/Team if UOVA Members

Beach Volleyball, Team 6 weeks

Beach Volleyball, Team 8 weeks

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Flag Football & Basketball, Team \$350 \$400- Resident; \$400 \$450 - Non Resident
Free Agent player Percentage of max team capacity (ie. 1/4 if max is 4 players)

Futsal, Team

Indoor Volleyball Tournament, Team

Kickball & 4x4 Volleyball, Team

League Volleyball, Team

\$250 \$300 - Resident; \$285 \$350 - Non Resident \$180 - Resident; \$205 - Non Resident \$215/Team \$150 \$175 - Resident; \$175 \$200 - Non Resident \$200 \$250 - Resident; \$230 \$280 - Non Resident \$200 \$250 - Resident; \$230 \$280 - Non Resident

| TENNIS & PICKLEBALL | | |
|---|--|--|
| 10+ Clinic, 1x week, 1.5 hr | \$14 - Resident; \$18 - Non Resident | |
| 10U & 10+ Drop In Clinic, 1 hr | \$17 - Resident; \$22 - Non Resident | |
| 10U & 10+ Drop In Clinic, 1.5 hr | \$20 - Resident; \$25 - Non Resident | |
| 10U Clinic 1x week, 1 hr | \$12 - Resident; \$15 - Non Resident | |
| 10U Clinic 1x week, 1.5 hr | \$14 - Resident; \$18 - Non Resident | |
| 10U Tennis Drop In | \$17 - Resident; \$22 - Non Resident | |
| 10U Youth Tennis Camp - 3-day camp (2 hrs) | \$60 - Resident; \$65 - Non Resident | |
| 11+ Youth Tennis Camp - 3-day camp (3 hrs) | \$80 - Resident; \$85 - Non Resident | |
| Adult Drop in Clinic, 1.5 hr | \$15 - Resident; \$20 - Non-Resident | |
| Adult Pickleball Camp | \$90 - Resident; \$100 - Non Resident | |
| Ball machine rental | \$10 per hour | |
| Elite Pickleball League / each week | \$8 per week - Resident; \$10 per week - Non Resident | |
| High School Invitational / JV | \$50 per person | |
| High School Invitational / Varsity | \$42.85 per person (times 7 players equals \$300) | |
| Hoodies | \$25 | |
| Learn to Play Pickleball | \$45 - Resident; \$50 - Non Resident Youth; \$52 - Non Resident Adult | |
| Liveball Clinic / per 1 1/2 hours | \$5 - Resident; \$8 - Non Resident Youth; \$15 - Non Resident Adult | |
| Munchkins Tennis, 1 x week | \$35 - Resident; \$40 - Non Resident | |
| Munchkins Tennis, 2 x week | \$45 - Resident; \$50 - Non Resident | |
| One Day Pickleball Tournament / Fee | \$30 | |
| Pickleball League / each week | \$8 per week - Resident; \$10 per week - Non Resident | |
| Premium Pickleball Tournament / Event Fee | \$30 | |
| Premium Pickleball Tournament / Registration Fee | \$55 | |
| Premium Tennis Tournament (Sanctioned) / Doubles | \$30 | |
| Premium Tennis Tournament (Sanctioned) / Singles | \$73 | |
| Private Lessons, Certified / 1-hr | \$55 - Resident; \$60 - Non Resident Youth; \$65 - Non Resident Adult | |
| Private Lessons, Certified Pro / three (3) 1-hr lesson pack | \$135 - Resident; \$150 - Non Resident Youth; \$155 - Non Resident Adult | |
| Private Lessons, Non-Certified / 1-hr | \$45 - Resident; \$50 - Non Resident Youth; \$55 - Non Resident Adult | |
| Private Lessons, Non-certified / three (3) 1-hr lesson pack | \$110 - Resident; \$125 - Non Resident Youth; \$130 - Non Resident Adult | |
| Standard Pickleball Tournament / Event Fee | \$20 | |
| Standard Pickleball Tournament / Registration Fee | \$45 | |
| Standard Tennis Tournament / Doubles | \$22 | |
| Standard Tennis Tournament / Singles | \$33 | |
| Tennis ball basket rental | \$10 per hour | |
| Tennis League / per week | \$6 - Resident, \$8 - Non Resident | |
| Tournament Late Fees | \$15 | |
| T-shirt | \$15 | |
| Youth Pickleball League / each week | \$6 per week - Resident; \$8 per week - Non Resident | |
| Vouth Tonnia Tournament | ¢16 | |

\$16

Youth Tennis Tournament

| RECREATION CENTER | | |
|--|--|--|
| Admission Fees/Passes - Family passes are good for up to six (6) | immediate family members living in the same home | |
| Admission Fee - Adult (18+) | \$3.50 \$4 | |
| Adult Admission with Cache Card | \$2.97 | |
| Admission Fee - Youth (4-17) | \$ 2.50 | |
| Youth Admission with Cache Card | \$2.12 | |
| Admission Fee - Youth (4-17) or Senior (62+) | \$3 \$3.50 | |
| Senior Admission with Cache Card | \$2.55 | |
| 10% reduction in admission fees for groups of ten (10) or more | | |
| 15% discount in admission fees with Cache Card | | |
| Childcare | \$1.50 per child (up to 2 children FREE with pass) | |
| Annual Childcare Pass Add-on to Pass (for more than 2 children) | \$50 | |
| Key Fob Replacement | \$5 | |
| 12 MonthAnnual Pass - Individual | \$195 \$215 - Resident; \$220 \$260 - Non Resident | |
| 3 Month Pass Individual | \$65 Resident: \$70 Non Resident | |
| Month to Month Monthly Pass - Individual | \$47.500 Decident \$20.505 Non Decident | |
| (minimum contract term of one (1) Year) | \$17 \$20 - Resident; \$22 \$25 - Non Resident | |
| 12 MonthAnnual Pass - Family | \$350-\$360 - Resident; \$385 \$430 - Non Resident | |
| 3 Month Pass - Family | \$145 - Resident; \$160 - Non Resident | |
| Month to Month Monthly Pass - Family | | |
| (minimum contract term of one (1) Year) | \$30 \$35 - Resident; \$35 \$40 - Non Resident | |
| Additional Family Members on passes, each | \$10 \$3 for monthly pass; \$25 for annual pass | |
| SUU Headstart/Washington County School District Monthly | | |
| Membership | \$10/Family | |
| Pass Cancellation Fee | \$25 | |
| Pass Sale | 15% off | |
| | | |
| Programs | | |
| Agility Camp | \$60 - Resident; \$65 - Non resident | |
| Adventure Camp | \$60 - Resident; \$65 - Non resident | |
| Ballet - 1 class/week | \$25 \$30 - Resident; \$30 \$35 - Non Resident | |
| Ballet - 2 classes/week | \$40 - Resident; \$45 - Non Resident | |
| Boredom Buster Camp | \$30 - Resident; \$35 - Non Resident | |
| Camp Neptune/Atlantis | \$35 - Resident; \$40 - Non Resident | |
| Ceramic & Clay Creations: Parent/Tot series | \$25 \$30 - Resident; \$30 \$35 - Non Resident | |
| Ceramic/Clay Creations and Workshops | \$10 \$15 - Resident; \$15 \$20 - Non Resident | |
| Karate | \$30 \$35 - Resident; \$35 \$40 - Non Resident | |
| Lapidary | \$75 \$100 - Resident; \$82 \$107 - Non Resident | |
| Lapidary Drop In Fee | \$7.50 \$8 per day | |

| Lapidary Workshop | \$30 - Resident; \$35 - Non Resident |
|--|--|
| Lego JR Engineering | \$25 - Resident; \$30 - Non Resident |
| Lego Mindstorm Robotics | \$90 - Resident; \$95 - Non Resident |
| Lego WeDo | \$30 - Resident; \$35 - Non Resident |
| Lil Rollers Tumbling | \$25 \$32 - Resident; \$30 \$37 - Non Resident |
| Pickleball Equipment Rental | \$5 |
| Polynesian Dance | \$25 - Resident; \$30 - Non Resident |
| Pottery Wheel | \$80 - Resident; ; \$85 - Non Resident Adult |
| Private Date Night Pottery Class | \$30 \$40 Per Couple - Resident; \$35 \$45 Per Couple - Non Resident Adult |
| Recreation Racquetball League | \$35 \$40 - Resident; \$42 \$47 - Non Resident |
| Sciencepalooza Entry | \$5 |
| Summer Art Workshops | \$45 - Resident; \$50 - Non-Resident |
| Summer Fun | \$75 - Resident; \$80 - Non Resident |
| Supermarket Science | \$45 - Resident; \$50 - Non Resident |
| Tumbling Bootcamp | \$50 - Resident; \$55 - Non Resident |
| Tumbling Level 1 and above | \$32 \$37 - Resident; \$37 \$42 - Non Resident |
| Tumbling Private Lesson - 1/2 hour | \$25 \$30 - Resident; \$30 \$35 - Non Resident |
| Parties/Room Rental Fees | |
| After Hours Room Rental Fee, per room, per hour | \$75 - Resident; \$80 - Non Resident |
| Auxiliary Gym Rental, per hour | \$40 - Resident; \$45 - Non Resident |
| | \$70 \$80 - Resident; \$75 \$85 - Non Resident |
| Main Gym Rental, per hour Racquetball Court, per court, per hour | \$10 - Resident; \$15 - Non Resident |
| Room Rental Fee, per room, per hour | \$25 \$30 - Resident; \$30 \$35 - Non Resident |
| Noon Neman ee, per room, per nour | φ εο φου - Nesident, φου φου - Nort Nesident |
| Outdoor Recreation | |
| Advanced Mountain Biking (weekday) | \$75 - Resident; \$80 - Non Resident |
| Advanced Mountain Biking (weekend) | \$95 - Resident; \$100 - Non Resident |
| 2 hr Homeschool/Afterschool Program | \$50 - Resident; \$55 - Non-Resident |
| 2.5 hr Homeschool/Afterschool Program | \$60 - Resident; \$65 - Non Resident |
| 3 hr Homeschool/Afterschool Program | \$70 Resident; \$75 Non Resident |
| Roped Climbing | \$90 - Resident; \$95 - Non Resident |
| Spring/Summer Series - Bouldering | \$60 - Resident; \$65 - Non Resident |
| Spring/Summer Series - Mountain Biking | \$65 - Resident; \$70 - Non Resident |
| Spring/ Summer Series- Outdoor Adventure Club (5-9 yr old) | \$60 - Resident; \$65 - Non-Resident |
| Spring/ Summer Series- Outdoor Adventure Club (10+ yr old) | \$65 - Resident; \$70 - Non Resident |
| Spring/Summer Series - Watersports | \$70 - Resident; \$75 - Non Resident |
| Skills & Thrillz | \$15 \$20/category; \$20 \$30 for 2 categories, \$5 - 5 & Under division |
| Private Outdoor Lessons/Coaching | \$50 per hr |
| 3 hr Private Outdoor Lessons/Coaching Package | \$125 |
| Homeschool/Afterschool Programs: | |
| Bouldering | \$60 - Resident; \$65 - Non Resident |

Mountain Biking \$70 - Resident; \$75 - Non Resident **Outdoor Adventure Club** \$60 - Resident; \$65 - Non Resident Rope Climbing \$90 - Resident; \$95 - Non Resident **Spring Break/Summer Camps:** Bouldering \$65 - Resident; \$70 - Non Resident Mountain Biking \$75 - Resident; \$80 - Non Resident Outdoor Adventure Club \$65 - Resident; \$70 - Non Resident Water Sports \$75 - Resident; \$80 - Non Resident Rope Climbing \$95 - Resident; \$100 - Non Resident

CITY POOL

Admission Fees/Passes - Family passes are good for up to six (6) immediate family members living in the same home

General Admission \$3
General Admission - Adult (14+), with Cache Card \$2.75
General Admission - Youth (13 and under), with Cache Card \$1.75

Hydrotube \$2.50 unlimited pass, \$.50 single ride

Full Season Pass - Individual \$45 \$54 - Resident; \$50 \$60 - Non Resident Full Season Splash Pass (includes Hydrotube) - Individual \$120 \$144 - Resident; \$135 \$162 - Non Resident

Half Season Pass - Individual \$25 \$30 - Resident; \$30 \$36 - Non Resident

Half Season Splash Pass (includes Hydrotube) - Individual \$65 \$78 - Resident; \$75 \$90 - Non Resident

Full Season Pass - Family \$110 \$132 - Resident; \$125 \$150 - Non Resident Full Season Splash Pass (includes Hydrotube) - Family \$260 \$312 - Resident; \$290 \$348 - Non Resident

Half Season Pass - Family \$60 \$72 - Resident; \$70 \$84 - Non Resident

Half Season Splash Pass (includes Hydrotube) - Family \$\frac{\$135}{2} \$162 - Resident; \$\frac{\$150}{2} \$180 - Non Resident

Additional Family Members on passes, each \$10 \$3 for monthly pass; \$25 for annual pass

Pass Cancellation Fee \$25

Other fees

Any Rental Extra 1/2 hour \$55
BBQ Reservations, per hour, plus regular admission \$15

CPR/AED/First Aid \$40 \$45 - Resident; \$45 \$50 - Non Resident

Double tube Rental \$2

Food Concessions 5% to 400% mark up

Jr Lifeguard \$100 - Resident; \$110 - Non Resident

Lap Lane Reservation Fees \$15 per hour per lane - Resident; \$22 per hour per lane - Non Resident

Lifeguarding \$150 - Resident; \$170 - Non Resident
Private Parties 200 People \$200 - Resident; \$225 - Non Resident

Private Parties each step by 100 people above the base \$50 - Resident; \$55 - Non Resident

Private Swim Lessons \$15 \$20 - Resident; \$17.50 \$22.50 - Non Resident Semi Private Swim lessons \$10 \$15 - Resident; \$12.50 \$17.50 - Non Resident

Single Tube Rental \$1

Swim Lesson Session \$32 \$40 - Resident; \$37 \$45 - Non Resident

Swim Team monthly fees \$1,250

WSI \$150 - Resident; \$170 - Non Resident

SAND HOLLOW AQUATIC CENTER

| SAND HOLLOW AQUATIC CENTER | |
|--|--|
| Admission Fees/Passes - Family passes are good for up to six (6 | i) immediate family members living in the same home |
| Admission Fee | \$4 - Resident; \$6 - Non Resident |
| Admission Fee - Children Under Age 3 | FREE with paying adult |
| 20% reduction in regular admission fees for groups of ten (10) or more | |
| Cache Card Admission | \$3 |
| Annual Pass - Individual | \$180 \$215 - Resident; \$210 \$260 - Non Resident |
| Month to Month Monthly Pass - Individual (minimum contract term of one (1) Year) | \$16 \$20 - Resident; \$22 \$25 - Non Resident |
| Half Year Pass - Individual | \$100 \$120 - Resident; \$120 \$144 - Non Resident |
| Quarterly Pass - Individual | \$60 \$72 - Resident; \$75 \$90 - Non Resident |
| Annual Pass - Family | \$300 \$360 - Resident; \$415 \$430 - Non Resident |
| Month to Month Monthly Pass - Family (minimum contract term of one (1) Year) | \$26 \$35 - Resident; - \$35 \$40 - Non Resident |
| Half Year Pass - Family | \$175 \$210 - Resident; \$225 \$270 - Non Resident |
| Quarterly Pass - Family | \$100 \$120 - Resident; \$150 \$180 - Non Resident |
| Additional Family Members on passes, each | \$10 \$3 for monthly pass; \$25 for annual pass |
| Pass Sale | 15% off |
| Pass Cancellation Fee | \$25 |
| 10 Punch Pass | \$30 \$35 - Resident; \$50 \$55 - Non Resident |
| Other fees | |
| Basic Splash Party | \$70 \$80 - Resident; \$80 \$90 - Non Resident |
| CPR/AED/First Aid | \$40 \$45 - Resident; \$45 \$50 - Non Resident |
| Each additional 50 swimmers | \$50 \$55 |
| Flying Fish Special Needs Swim Team | \$25 |
| Lap Lane Reservations | \$15 per hour per lane - Resident; \$22 per hour per lane - Non Resident |
| Lifeguarding | \$150 - Resident; \$170 - Non Resident |
| Pool Special Event | \$5 |
| Private Swim Lessons | \$15 \$20 - Resident; \$17.50 \$22.50 - Non Resident |
| Saturday Pool Parties | \$225 \$250 - Resident; \$300 \$325 - Non Resident |
| Semi Private Reservations | \$150 \$175 - Resident; \$200 \$225 - Non Resident |
| Semi Private Swim lessons | \$10 \$15 - Resident; \$12.50 \$17.50 - Non Resident |
| Splash N Cake Party | \$95 \$105 - Resident; \$105 \$115 - Non Resident |
| Splash N Play Party | \$85 \$95 - Resident; \$95 \$105 - Non Resident |
| Swim Lesson Session | \$32 \$40 - Resident; \$37 \$45 - Non Resident |
| | |

Swim team monthly fee WSI

\$1,250

\$150 - Resident; \$170 - Non Resident

UTILITY FEES

NET METERING FEES

Studies to evaluate proposed interconnection Estimate will be provided

Solar Reliability Charge \$0.0255 per kWh generate Increase with size of PV system

Renewable Energy Rate Available \$.04019 \$.039887 per kWh

First Review \$245 Assumes 1 year per application and one site visit for verification of system.

Billed per Policy 10.87

Additional Reviews Bi-Direction Meter Upgrade \$424 Single phase bi-directional meter

Bi-Direction Meter Upgrade \$515 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

\$2,000 Deposit 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 \$7.00 per Equivalent Residential Unit (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 WATER USE SURCHARGE FEES (Connections prior to January 1, 2023)

| Meter Size | Monthly Demand | Excess Charge Under Monthly | Excess Charge Above Monthly Demand |
|------------|-------------------|--------------------------------|------------------------------------|
| Meter Size | Threshold (gal.) | Demand Threshold | Threshold |
| 3/4" Meter | 36,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 1" Meter | 80,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 1.5" Meter | 260,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 2" Meter | 420,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 3" Meter | 850,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 4" Meter | 1,400,000 gallons | \$0.00 | \$1.00 per 1,000 gal. |
| 6" Meter | 2 600 000 gallons | \$0.00 | \$1.00 per 1.000 gal |

WCWCD EXCESS WATER USE SURCHARGE FEES (Connections after January 1, 2023)

Potable Only Residential Connections (new construction connections) after January 1, 2023

| Meter Size | Potable (Culinary) | Non-Potable (Secondary Irrigation) | Month | Excess Charge <u>Under</u> Monthly Demand Threshold | Excess Charge Above Monthly Demand Threshold | |
|------------|-----------------------|--|----------|---|--|--|
| 3/4" Meter | 8,000 | 0 | January | \$0.00 | \$10.00 per 1,000 gal. | |
| 3/4" Meter | 8,000 | 0 | February | \$0.00 | \$10.00 per 1,000 gal. | |
| 3/4" Meter | 15,000 | 0 | March | \$0.00 | \$10.00 per 1,000 gal. | |
| 3/4" Meter | 15,000 | 0 | April | \$0.00 | \$10.00 per 1,000 gal. | |
| 3/4" Meter | 20,000 | 0 | May | \$0.00 | \$10.00 per 1,000 gal. | |
| 3/4" Meter | 20.000 | 0 | June | \$0.00 | \$10.00 per 1.000 gal. | |

| 3/4" Meter | 20,000 | 0 | July | \$0.00 | \$10.00 per 1,000 gal. |
|------------|--------|---|-----------|--------|------------------------|
| 3/4" Meter | 20,000 | 0 | August | \$0.00 | \$10.00 per 1,000 gal. |
| 3/4" Meter | 20,000 | 0 | September | \$0.00 | \$10.00 per 1,000 gal. |
| 3/4" Meter | 15,000 | 0 | October | \$0.00 | \$10.00 per 1,000 gal. |
| 3/4" Meter | 15,000 | 0 | November | \$0.00 | \$10.00 per 1,000 gal. |
| 3/4" Meter | 8,000 | 0 | December | \$0.00 | \$10.00 per 1,000 gal. |

Potable and Non-Potable Residential Connections (new construction connections) after January 1, 2023

| Detable | Non-Potable | | Excess Charge <u>Under</u> | Excess Charge Above |
|------------|---|---|--|--|
| (Culinary) | (Secondary | Month | Monthly Demand | Monthly Demand Threshold |
| | irrigation) | | | |
| 8,000 | 0 | January | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 0 | February | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 7,000 | March | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 7,000 | April | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 12,000 | May | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 12,000 | June | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 12,000 | July | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 12,000 | August | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 12,000 | September | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 7,000 | October | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 7,000 | November | \$0.00 | \$10.00 per 1,000 gal. |
| 8,000 | 0 | December | \$0.00 | \$10.00 per 1,000 gal. |
| | 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 8,000 | Rotable (Culinary) (Secondary Irrigation) | Potable (Culinary) (Secondary Irrigation) Month 8,000 0 January 8,000 0 February 8,000 7,000 March 8,000 7,000 April 8,000 12,000 May 8,000 12,000 June 8,000 12,000 July 8,000 12,000 August 8,000 7,000 October 8,000 7,000 November | Notable (Culinary) (Secondary Month Monthly Demand Threshold |

WCSWD SOLID WASTE FEES

Residential Service \$13.91 (Includes \$12.83 charge from District + \$1.08 City Admin Fee) - Pass through increase from WCSWD on Jan. 2023

Recycling Service \$6.20 (Includes \$5.95 charge from District + \$0.25 City Admin Fee) - Pass through increase from WCSWD on Jan. 2023

WASTEWATER (SEWER) FEES

Authorized User Charges:

Residential Base rate of \$20.15 \$21.65 (Local: \$7.50 + Regional: \$12.65 \$14.15) 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 \$16.19 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

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 Non-Compliant pH No-Impact

Non-Compliant pH with Impact
Discharge of Pollutants not on Discharge Permit

\$1,000 per pound per day + cost of remediation \$100 per day per half a pH unit over or under standard

\$1,000 per day per half a pH unit over or under standard + cost of remediation

Energy

Water

\$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

| | 9) | |
|---|----------------------|-----------|
| 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 \$98 | \$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) | | | |
|------------------|----------------------------|-------------------------------------|---|------------------------------------|------------------------------|------------------------------|
| | \$25.00 | \$0.076554 | \$0.093150 | | | |
| 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 (0-5 kW, per kW) | Demand (> 5 kW, per kW) |
| | \$25.00 | \$0.085675 | \$0.093424 | \$0.108158 | \$1.00 | \$9.70 |
| Large Commercial | Customer Charge | Tier 1 (0 - 10,000 kWh, per kWh) | Tier 2 (> 10,000 kWh, per kWh) | Demand (ALL kW, per kW) | | |
| | \$70.68 | \$0.062537 | \$0.047100 | \$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 \$25.00 | \$.083995 \$0.085675 | \$.091592 \$0.093424 | \$.106037 \$0.108158 | | |

Pole Attachment Licensing Agreement Fees & Charges

Annual Pole Attachment Fee
Pole Attachment Permit Application Fee (1-20 poles)
Inspection Fees Permit Application

Riser Fee Application
Overhead Wire Storage on Pole

Unauthorized Attached Penalty Fee Penalty for failure to timely transfer, abandon, or remove

\$20 per pole

\$250

Included with Pole Attachment Application

\$50 one-time fee at installation included on pole attachment

\$40 per bundle per year 5x annual attachment fee

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 | \$1.70/ 1,000 gallons | \$2.00/ 1,000 gallons | \$2.30/ 1,000 gallons | \$2.85/ 1,000 gallons | \$3.50/ 1,000 gallons | \$4.25/ 1,000 gallons |
| | | | \$1.30/ 1,000 gallons | \$1.80/ 1,000 gallons | \$2.10/ 1,000 gallons | \$2.40/ 1,000 gallons | \$2.95/ 1,000 gallons | \$3.60/ 1,000 gallons | \$4.35/ 1,000 gallons |
| | | | Number of gallons |
| 3/4" Inside City | \$20.75 | \$22.75 | 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 | \$56.88 | 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 | \$91.37 | 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 | \$162.43 | 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 | \$365.48 | 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 | \$649.74 | 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 | \$1,461.92 | 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 | \$3.40/ 1,000 gallons | \$4.00/ 1,000 gallons | \$4.60/ 1,000 gallons | \$5.70/ 1,000 gallons | \$7.00/ 1,000 gallons | \$8.50/ 1,000 gallons |
| | | | \$2.60/ 1,000 gallons | \$3.60/ 1,000 gallons | \$4.20/ 1,000 gallons | \$4.80/ 1,000 gallons | \$5.90/ 1,000 gallons | \$7.20/ 1,000 gallons | \$8.70/ 1,000 gallons |
| | | | Number of gallons |
| 3/4" Outside City | \$41.50 | \$45.50 | 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 | \$113.76 | 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 | \$182.74 | 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 | \$324.86 | 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 | \$730.96 | 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 6" Outside City | \$1,185.24 \$2,666.78 | \$1,299.48 \$2,923.84 | Up to 200,000 Up to 300,000 | 200,001 - 400,000 300,001 - 600,000 | 400,001 - 600,000 600,001 - 900,000 | 600,001 - 800,000 900,001- 1,200,000 | 800,001 - 1,000,000 1,200,001 - 1,500,000 | 1,000,001 - 1,200,000 1,500,001 - 1,800,000 | 1,200,001+ 1,800,001+ |
| - | φ≥,000.70 | | Ορ το 300,000 | 300,001 - 000,000 | 000,001 - 900,000 | 900,001- 1,200,000 | 1,200,001 - 1,500,000 | 1,500,001 - 1,600,000 | 1,000,001+ |
| West City Springs | Manthly Dage | 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 | \$1.20/ 1,000 gallons | \$1.70/ 1,000 gallons | \$2.00/ 1,000 gallons | \$2.30/ 1,000 gallons | \$2.85/ 1,000 gallons | \$3.50/ 1,000 gallons | \$4.25/ 1,000 gallons |
| | | \$0.17/ 1,000 gallons | \$1.30/ 1,000 gallons | \$1.80/ 1,000 gallons | \$2.10/ 1,000 gallons | \$2.40/ 1,000 gallons | \$2.95/ 1,000 gallons | \$3.60/ 1,000 gallons | \$4.35/ 1,000 gallons |
| 2/10 share | 000 7E 000 7E | Number of gallons | Number of gallons | Number of gallons | Number of gallons | Number of gallons | Number of gallons | Number of gallons | Number of gallons |
| | \$20.75 \$22.75 \$20.75 \$22.75 | Up to 18,000 Up to 22,500 | 18,001 - 25,500 22,501 - 30,000 | 25,501 - 33,000 30,001 - 37,500 | 33,001 - 40,500 37,501 - 45,000 | 40,501 - 48,000 45,001 - 52,500 | 48,001 - 55,500 52,501 - 60,000 | 55,501 - 63,000 60,001 - 67,500 | 63,001+ 67,501+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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 \$22.75 | 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 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 \$20.75 \$22.75 | Up to 74,970 Up to 90,000 | 74,971 - 82,470 900,00 - 97,500 | 82,471 - 89,970 97,501 - 105,000 | 89,971 - 97,470 105,001 - 112,500 | 97,471 - 104,970 112,501 - 120,000 | 104,971 - 112,470 120,001 - 127,500 | 112,471 - 119,970 127,501 - 135,000 | 119,971+ 135,001+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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+ |
| | \$20.75 \$22.75 | 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 \$22.75 | 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 | \$1.70/ 1,000 gallons | \$2.00/ 1,000 gallons | \$2.30/ 1,000 gallons | \$2.85/ 1,000 gallons | \$3.50/ 1,000 gallons | \$4.25/ 1,000 gallons |
| | | | \$1.30/ 1,000 gallons | \$1.80/ 1,000 gallons | \$2.10/ 1,000 gallons | \$2.40/ 1,000 gallons | \$2.95/ 1,000 gallons | \$3.60/ 1,000 gallons | \$4.35/ 1,000 gallons |
| | | | Number of gallons |
| 1" | \$51.88 | \$56.88 | 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 0440.45 | \$91.37 | 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 | \$162.43 | 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 | \$1.70/ 1,000 gallons | \$2.00/ 1,000 gallons | \$2.30/ 1,000 gallons | \$2.85/ 1,000 gallons | \$3.50/ 1,000 gallons | \$4.25/ 1,000 gallons |
| | | | \$1.30/ 1,000 gallons | \$1.80/ 1,000 gallons | \$2.10/ 1,000 gallons | \$2.40/ 1,000 gallons | \$2.95/ 1,000 gallons | \$3.60/ 1,000 gallons | \$4.35/ 1,000 gallons |
| | ¢20.7E | ¢00.75 | Number of gallons | Number of gallons 7,501 - 15,000 | Number of gallons |
| _ | \$20.75 - | \$22.75 | Up to 7,500 | 1,501 - 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 | | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 | Tier 7 |
| | Rate | | | | | | | | |
| | | | \$1.20/ 1,000 gallons \$1.30/ 1,000 gallons | \$1.70/ 1,000 gallons \$1.80/ 1,000 gallons | \$2.00/ 1,000 gallons \$2.10/ 1,000 gallons | \$2.30/ 1,000 gallons \$2.40/ 1,000 gallons | \$2.85/ 1,000 gallons \$2.95/ 1,000 gallons | \$3.50/ 1,000 gallons \$3.60/ 1,000 gallons | \$4.25/ 1,000 gallons \$4.35/ 1,000 gallons |

| | | | Number of gallons |
|----------------------|-----------------------|----------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 1 1/2" | \$83.34 | \$91.37 | 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 | \$162.43 | 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 <u></u> | \$365.48 | 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 | \$1.02/ 1,000 gallons | \$1.20/ 1,000 gallons | \$1.38/ 1,000 gallons | \$1.71/ 1,000 gallons | \$2.10/ 1,000 gallons | \$2.55/ 1,000 gallons |
| | | | \$0.78/ 1,000 gallons | \$1.08/ 1,000 gallons | \$1.26/ 1,000 gallons | \$1.44/ 1,000 gallons | \$1.77/ 1,000 gallons | \$2.16/ 1,000 gallons | \$2.61/ 1,000 gallons |
| | | | Number of gallons |
| 3/4" No base | \$0.00 | \$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 | \$13.65 | 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 | \$34.13 | 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 <u></u> | \$54.82 | 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 | \$97.46 | 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 - | \$219.29 | 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 | \$389.84 | 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" | \$800.03 | \$877.15 | 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):

| l emporary power meter connection fee | \$100 |
|--|--|
| Wrongly marked base | \$35 |
| After Hour Permanent Power Connection | \$105 \$186 |
| (new service with new meter (2 men/1 hr) | |
| Late payment charge (current water and electric only) | 5% |
| Electric Meter Test | \$50 |
| Returned payment charge (Per Title 1, Chapter 10, Article C of City Code) | \$20 |
| (Bank Fees on Return Checks and Other Returned Item Fees) | |
| Military-Discount for Active Duty Military Personnel deployed out of the Country Credit permonth up to | (\$75) up to \$75 per month |
| Deposit: Residential (Renters only) | \$125 |
| Deposit: Commercial/Business (Renters only) | \$150+ |
| (Higher of average usage of a 6-week period or \$150.00) | |
| 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 | \$15/month |
| (No new yard lights will be installed, maintenance will continue only | |
| on existing yard lights) | |
| Pad Mounted Switch gear (per fuse bay and fuse doors) | \$5,600 \$8,000 |
| Riser Pole Fee | \$1,800 \$2,700 |
| 1 φ secondary | \$600 \$800 |
| Services for above 400 amp CT Meters | \$500 |
| Power Inspection Fees - Residential Subdivision | \$50 \$65/lot |
| Power Inspection Fees - Townhomes/Planned Development | \$50 \$65/building or unit |
| Single Phase Transformer Inspection | \$65 |
| Three Phase Transformer Inspection | \$300 |
| Power Trench Inspection - projects with 1 - 3 trenches Power Trench Inspection - projects with more than 3 trenches | \$50 \$65 To be determined by Staff |
| rower Trench inspection - projects with more than 3 trenches | To be determined by Stan |

\$250 \$275

Water and Wastewater Inspection Fees:

be billed an inspection fee of \$250.00 \$275.)

(If one contractor installs off-site power improvements and another contractor installs on-site power improvements, each contractor will

Commercial (one service drop)

| Residential Subdivision | \$50 \$65/lot | |
|--|----------------------------|--------------------------|
| Townhomes/Planned Developments | \$50 \$65/building or unit | |
| Commercial (per meter location) | \$500 | |
| MEGA Projects (Malls/Shopping Centers) | To be determined by Staf | f |
| WEGA 1 Tojects (Mails/Griopping Genters) | To be determined by Star | 1 |
| EQUIPMENT: | | |
| 2-3 yd. loader | \$85/hr | |
| 10-wheel dump truck | \$85/hr | |
| Backhoe (rubber tires) | \$85/hr | |
| Trencher (ditch witch) | \$85/hr | |
| Thumper | \$85/hr | |
| Generator (Gas 15 kW 120V 26 Amp) | \$25/hr | |
| Pumps 3" pump | \$25/hr | |
| Equipment trailers | \$25/hr | |
| Forklift | \$85/hr | |
| Air Compressor | \$85/hr | |
| Tensioner | \$85/hr | |
| Puller | \$85/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 sho | wn. | |
| ***3/4 Inch | \$75 | |
| *** 1 Inch | \$75 | |
| *** 1 ½ Inch | \$150 | |
| ***2 Inch | \$150 | |
| TRUCKS: | | |
| Bucket Trucks (Aerial Lift) | \$100 \$149/hr | |
| Digger Trucks (Derrick Hydraulic Digger) | \$100 \$146/hr | |
| Biggor Tracke (Bottok Tr) aradio Biggor) | φτου φτιο/τιι | |
| REGULAR FIELD PERSONNEL: | TIME/HR. | OVERTIME/HR. |
| Connect/Disconnect Man | \$35 \$38 | \$52.50 \$57 |
| Lineman | \$52 \$55 | \$78 \$82 |
| Crew Foreman | \$59 \$63 | \$88.50 \$95 |
| Water Maintenance Worker | \$52 | \$78 |
| Water Superintendent | \$65 | \$97.50 |
| Power Superintendent | \$65 \$73 | \$97.50 \$110 |
| Water Inspector | \$52 | \$78 |
| Power Inspector | \$52 \$54 | \$78 \$80 |
| ENGINEERING PERSONNEL: | TIME/HR. | OVERTIME/HR. |
| | \$70 \$107 | OVERTIME/HIV. |
| Principal Engineer Project Engineer | \$65 \$76 | |
| Engineering Technician | \$40 \$44 | |
| Draftsman | \$40 \$40 | |
| Clerical | \$35 | |
| Surveying (2-man crew with instruments) | \$65 | |
| our voying (2-man orow with instruments) | ΨΟΟ | |



Agenda Date: 06/15/2023 Agenda Item Number: 08

Subject:

Public hearing to receive input on the Fiscal Year 2023-2024 Budget and consideration of a resolution to formally adopt the Final FY 2023-2024 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

The preliminary Fiscal Year 2023-2024 City Manager Recommended Budget was presented during the May 4th City Council meeting and has been available on the City's website and in the City Recorder's Office. State Law requires at least one public hearing to receive citizen input before formally adopting the City's final annual budget, and also requires the budget be adopted on or before June 30th. This year the city will hold two public hearings to take citizen input. The first hearing was held on June 1, 2023 and this hearing will be the second public hearing. This year the City Council held multiple full day work meetings on the FY 2023-2024 budget beginning with the Goals and Budget Retreats on February 9th and 23rd and ending with review of the preliminary Fiscal Year 2023-2024 City Manager Recommended Budget on May 18th. Tonight's item also includes consideration of amendments to the preliminary budget which if approved will be incorporated into the Final Fiscal Year 2023-2024 Budget. Staff recommends opening a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget and approval of the resolution to adopt the Final Fiscal Year 2023-2024 Budget, including amendments discussed and agreed to by the Mayor and City Council during tonight's meeting.

Staff Narrative (need/purpose):

The City's budget represents the financial plan for delivering the municipal services that are expected and depended on by the residents, businesses and visitors to the City of St. George. Development of the budget involves a significant investment of time for all levels of the organization as we work to develop a balanced budget that works to achieve the City Council's goals and priorities for the upcoming fiscal year. This year's budget development focused around addressing the City Council's top priorities and includes significant investments in public safety, public infrastructure, and continuing to provide the high quality services expected by our community.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends opening a public hearing to receive input on the proposed Fiscal Year 2023-2024 Budget and at the conclusion of the public hearing approval of the resolution to adopt the Final Fiscal Year 2023-2024 Budget, including amendments discussed and agreed to by the Mayor and City Council during tonight's meeting.

| RESOLUTION | NO. | | | | | |
|-------------------|-----|--|--|--|--|--|
| | | | | | | |

ADOPTING THE 2023-2024 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 15th day of June, 2023, upon motion duly made and seconded, it is unanimously

<u>RESOLVED</u> that the tentative 2023-2024 fiscal budget for the City of St. George, attached hereto as Exhibit "A" including all schedules thereto, is hereby adopted, subject to later amendment.

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 15TH DAY OF JUNE, 2023.

| ST. GEORGE CITY: | ATTEST: |
|--|------------------------------------|
| Michele Randall, Mayor | Christina Fernandez, City Recorder |
| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
| | Councilmember Hughes |
| | Councilmember McArthur |
| | Councilmember Larkin |
| | Councilmember Larsen |
| | Councilmember Tanner |



Agenda Date: 06/15/2023 Agenda Item Number: 09

Subject:

Consider approval of a resolution adopting the tax rate for the 2023 tax year (2024 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2023 (FY 2024) the Certified Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023) Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

Staff Narrative (need/purpose):

State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2023 (FY 2024) the Certified Tax Rate is 0.000670, which is a decrease of -2.05% from the TY 2022 (FY 2023) Adopted Tax Rate. Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

Name of Legal Dept approver: Tani Downing

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the resolution adopting the TY 2023 (FY 2024) Certified Tax Rate.

| RESOLUTION NO. |
|----------------|
|----------------|

A RESOLUTION ADOPTING THE PROPERTY TAX RATE FOR THE 2023 TAX YEAR AND LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY OF ST. GEORGE, UTAH

WHEREAS, the City Council of the City of St. George must adopt the certified tax rate in conjunction with the adoption of the fiscal budget on an annual basis on or before June 22; and

WHEREAS, the certified tax rate is calculated by the Utah Property Tax Commission and Washington County Clerk/Auditor's Office; and

WHEREAS, the certified tax rate has been provided to the city by the Utah Property Tax Commission and Washington County Clerk/Auditor's Office on the 8th day of June, 2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. George, Utah as follows:

Section 1. Tax Rate and Levy.

- A. For the purpose of defraying the necessary and proper expenses of the City of St. George and for maintaining the government thereof, it is hereby determined that the rate of the general property tax to be levied against all real and personal property within the City of St. George made taxable by law for the Fiscal Year 2023-2024, which represents the 2023 Tax Year, is hereby set at 0.000670 for the General Fund and General Purposes, which rate does equal the calculated certified tax rate of 0.000670 determined by the Utah Property Tax Commission and Washington County Clerk/Auditor's Office.
- B. There is hereby levied upon all real and personal property within the City of St. George made taxable by law in the Fiscal Year 2023-2024, for the fiscal year of the City of St. George ending June 30, 2024, the tax rate set forth above, on the taxable value of said property, to provide revenue for the City of St. George General Fund and for general City purposes.
- C. As required by law, the rate hereinabove determined and levied, along with all statements and information required by law, shall be reported to the Washington County Clerk/Auditor, State of Utah, and the Utah State Tax Commission.
- **Section 2.** <u>Severability.</u> If any provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. <u>Effective Date.</u> This Resolution shall take effect immediately upon passage, and shall be deposited and recorded in the office of the City Recorder.

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 15TH DAY OF JUNE, 2023.

| Christina Fernandez, City Recorder |
|--|
| VOTING OF CITY COUNCIL: |
| Councilmember Hughes Councilmember McArthur Councilmember Larkin Councilmember Larsen Councilmember Tanner |
| |



Agenda Date: 06/15/2023 Agenda Item Number: 10

Subject:

Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2022-23 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.

Staff Narrative (need/purpose):

City departments have submitted requests for adjustments to their fiscal year 2022-23 department budgets per their review and forecasts based upon activity during the fourth quarter of the fiscal year. Budget opening requests are primarily related to increases in capital project expenditures and increases in program expenses driven by higher service demands seen during the fiscal year and from unforeseen expenses.

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$x

Amount approved in current FY budget for item: \$0

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

This item is to request amendments to the budget for increases in capital expenditures and program expenses due to higher service demands as detailed in Exhibit A. Major highlights include \$x.

Description of funding source:

The funding source is identified by project within Exhibit A.

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

| RESOLUTION | NO. | | | | |
|-------------------|-----|--|--|--|--|
| | | | | | |

AMENDING THE 2022-2023 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 15th day of June, 2023, upon motion duly made and seconded, it is

<u>RESOLVED</u> that the 2022-2023 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 15TH DAY OF JUNE, 2023.

| ST. GEORGE CITY: | ATTEST: |
|--|--|
| Michele Randall, Mayor | Christina Fernandez, City Recorder |
| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
| , , | Councilmember Hughes Councilmember McArthur Councilmember Larkin |
| Tani Pack Downing City Attorney | Councilmember Larsen Councilmember Tanner |



GENERAL FUND ADJUSTMENTS

| | | | <u>Debit</u> | Credit |
|---|--------------|--|--------------|--------|
| 1 | 10-4211-1210 | General Fund - Police - Overtime | 65,000 | |
| | 10-4810-9100 | General Fund - Transfers - Transfer-Out to Other Funds | | 65,000 |
| | 40-38200 | General Capital Project Fund - Transfer from Other Funds | 65,000 | |
| | 40-38800 | General Capital Project Fund - Appropriated Fund Balance | | 65,000 |

The Police Department is requesting to add funding for an increase seen in overtime cost this fiscal year. This fiscal year the Police Department has experienced staffing challenges and additional service demands which resulted in a higher than usual overtime expenditure. Several officers have been deployed with the military, injured on duty, or had non-work related illness or injuries, which left vacancies that necessitated overtime shifts to maintain minimum staffing levels in Patrol. Additionally an increase in special events including a second Ironman event and an increase in critical/significant incidents and investigations has added to the increased overtime expenditures this fiscal year. Funding is available by reducing the planned transfer to the General Capital Project fund. Staff requests to amend the budget in the amount of \$65,000 for the additional overtime expense incurred by the Police Department this fiscal year.

| 2 | 10-4211-2300 | General Fund - Police Department - Travel & Training | 7,757 |
|---|--------------|--|-------|
| | 10-33100 | General Fund Revenues - Federal Grants | 7,757 |

The Police Department requests to add funding for a reimbursement grant received from the Homeland Security Investigations for additional public safety training. The Police Department recently sent several officers to an anti human trafficking training and an officer to a criminal interdiction class for a total cost of \$7,757. The training provided was in support of our efforts to assist our federal partners, Homeland Security Investigations (HSI). The cost of this training was fully reimbursed by HSI. Staff requests to amend the budget in the amount of \$7,757 for the increase in training expense for the Police Department.

| 3 | 10-4131-1100 | General Fund - City Manager - Full-Time Wages | 72,000 |
|---|--------------|--|--------|
| | 10-4810-9100 | General Fund - Transfers - Transfer-Out to Other Funds | 72,000 |
| | 40-38200 | General Capital Project Fund - Transfer from Other Funds | 72,000 |
| | 40-38800 | General Capital Project Fund - Appropriated Fund Balance | 72,000 |

Staff is requesting to add funding for an increase in salary & benefit cost in the City Manager Department due to several unforeseen expenditures that have occurred this fiscal year for PTO and sick leave pay-outs and other related expenses due to staffing turnover with the change in City Manager and retirement of the Assistant City Manager. Funding is available by reducing the planned transfer to the General Capital Project fund. Staff requests to amend the budget in the amount of \$72,000 for expenses associated with the staffing turnover that has occurred this fiscal year.

| 4 | 10-4110-6100 | General Fund - City Council - Sundry | 14,154 | |
|---|--------------|---|--------|-----|
| | 10-38100 | General Fund Revenues - Contributions from Others - Washington County | 14 1 | 154 |

Staff requests to add funding for the increased transportation costs associated with the October 2022 Ironman World Championship event that occurred this fiscal year. This fiscal year staff budgeted \$54,000 for costs associated with the city's sponsorship of the Ironman 70.3 World Championship in October 2022 and 70.3 North American Championship in May 2023. The majority of this cost is for transportation as described in the City/County Interlocal Agreement. Given the large number of participants for the October event, the transportation costs (school district busses) was \$53,000 for the October event alone. Because of the significant cost experienced for the October event, we asked the County for full reimbursement of this cost and in December 2022 they sent us a check for the full amount of \$54,000. The cost for transportation for the May event was \$14,154. Due to the increase in cost for transportation from the October event the total expense for transportation cost from both events is anticipated to come in over budget by \$14,154. Funding is available from prior reimbursement received from the County that was not anticipated in the original budget. Staff requests to amend the budget in the amount of \$14,154 for the transportation cost increase associated with the October 2022 Ironman World Championship event.

| 5 | 10-4566-4560 | General Fund - Parks & Community Service Admin - Arts Festival | 26,400 |
|---|--------------|--|--------|
| | 10-34700 | General Fund Revenues - Arts Fair Revenue | 26 400 |

The Parks & Community Services Department requests to add funding for increases associated with this year's Arts Festival due expanded hours, an increase in entertainment offerings and overall larger footprint for the event. This year's Art Festival marked the 44th year for this event and included 30 additional artist booths, a record number of food trucks, a headline concert, extended hours Friday night, a film festival and an overall larger footprint. The Art Festival saw record attendance this year with visitors totaling 30,000 and record revenues coming in at \$74,092. Because of the expanded scope of this year's event additional expense was incurred totaling \$26,400. Funding is available from the additional revenue received as part of the event. Staff requests to amend the budget in the amount of \$26,400 for the increase in cost for this year's Arts Festival.



GENERAL FUND ADJUSTMENTS

| | | | <u>Debit</u> | Credit |
|---|--------------|--|--------------|--------|
| 6 | 10-4566-1100 | General Fund - Parks & Community Service Admin - Full-Time Wages | 13,600 | |
| | 10-4810-9100 | General Fund - Transfers - Transfer-Out to Other Funds | | 13,600 |
| | 40-38200 | General Capital Project Fund - Transfer from Other Funds | 13,600 | |
| | 40-38800 | General Capital Project Fund - Appropriated Fund Balance | | 13,600 |

The Parks & Community Services Department requests to add funding for an increase in salary and benefit costs due to the recent retirement of a long tenured employee. Funding is available by reducing the planned transfer to the General Capital Project fund. Staff requests to amend the budget in the amount of \$13,600 for the associated expenses due to staffing turnover that has occurred this fiscal year.

| 7 | 10-4560-7300 | General Fund - Pickleball & Tennis - Improvements | 48,000 |
|---|--------------|--|--------|
| | 10-34770 | General Fund Revenues - Tennis & Pickleball revenues | 48,000 |

The Parks & Community Services Department requests to add funding to resurface the remaining 4 tennis courts at the Tonnaquint Tennis Center that are currently in poor condition. The FY23 Budget included funding to resurface 3 out of the 7 courts in need of repair at the Tonnaquint Tennis Center. All 7 courts are in need of resurfacing due to the high level of usage and current poor condition of the court surface and staff would like to proceed with resurfacing all of the courts this fiscal year. Funding for this project is available from an increase in tennis and pickleball revenues received this fiscal year. Staff requests to amend the budget in the amount of \$48,000 to resurface the 4 remaining tennis courts at the Tonnaquint Tennis Center in poor condition.

| 8 | 10-4558-1200 | General Fund - Races - Part-Time Wages | 10,000 |
|---|--------------|--|--------|
| | 10-4558-2700 | General Fund - Races - Special Departmental Supplies | 32,000 |
| | 10-34660 | General Fund Revenues - Races | 42,000 |

The Parks & Community Services Department requests to add funding for an increase in costs for the city's race events due to the higher level of participation seen this year. This year staff saw significant growth over original anticipated estimates in several of the race events including Snow Canyon Half Marathon with 2,574 participants (28% growth from estimate), Virgin River Half Marathon with 1,006 participants (10.5% growth from estimate), St. George Triathlon with 450 participants (33% growth from estimate), Cops and Robbers with 550 participants (36% growth from estimate), and the Moonlight 5K with 450 participants (22% growth from estimate). Because of the increase in participation staff saw a significant increase in the cost of supplies and other race costs including shirts, medals, timers, porta potties, and part-time expense. Revenue from this year's events also came in significantly higher than originally anticipated with total revenues currently at \$324,360 which is \$94,360 more than anticipated in the budget. Staff requests to amend the budget in the amount of \$42,000 for the increase in costs for race events due to the higher levels of participation this year.

| 9 | 55-5525-2703 | General Fund - Southgate Golf Course - Merchandise Cost of Goods | 12,000 | |
|---|--------------|--|--------|--------|
| | 55-34662 | General Fund Revenues - Merchandise Sales- Southgate | | 12,000 |
| | 55-5575-2703 | General Fund - Sunbrook Golf Course - Merchandise Cost of Goods | 36,000 | |
| | 55-34861 | General Fund Revenues - Merchandise Sales- Sunbrook | | 36,000 |

The Golf Division requests to increase funding for additional merchandise purchases for resale based on the increases seen in special orders for tournaments and league winnings and due to cost increases in the merchandise sold caused by inflation. The golf courses offer a number of merchandise for sale to patrons including golf balls, golf clubs, polos, and other golf related merchandise. This year staff has continued to see higher levels of demand at the courses in addition to increases in the cost of many of the goods sold as merchandise. Due to the higher level of sales this year and cost increases in the merchandise sold, staff anticipates needing an additional \$12,000 in funding at the Southgate Golf Course and \$36,000 at the Sunbrook Golf Course for merchandise purchases for resale through the remainder of the fiscal year. Funding for this request will be offset by merchandise sales at both of the courses. Staff requests to amend the budget in the amount of \$48,000 to cover the increase in merchandise for resale.



| GENERAL FUND ADJUSTMENTS | | | | |
|--------------------------|---------------|---|--------------|------------|
| | | | <u>Debit</u> | Credit |
| 10 | 10-48100-9100 | Transfers - Transfers to Other Funds | 10,100,000 | |
| | 10-31300 | General Fund Revenues - Sales Tax | | 4,400,000 |
| | 10-36100 | General Fund Revenues - Interest Earnings | | 3,450,000 |
| | 10-31100 | General Fund Revenues - Property Tax | | 100,000 |
| | 10-33560 | General Fund Revenues - Class C Road Allotment | | 400,000 |
| | 10-34130 | General Fund Revenues - Franchise Tax | | 400,000 |
| | 10-34760 | General Fund Revenues - Recreation Facility Rentals | | 100,000 |
| | 10-38100 | General Fund Revenues - Contributions from Others | | 225,000 |
| | 10-34230 | General Fund Revenues - Dispatch Fees | | 220,000 |
| | 10-36400 | General Fund Revenues - Sale of Property | | 90,000 |
| | 10-4511-7300 | General Fund - Parks Design - Improvements | | 715,000 |
| | 40-38200 | Capital Equipment Fund - Transfers from Other Funds | | 10,100,000 |
| | 40-38800 | Capital Equipment Fund - Appropriated Fund Balance | 10,100,000 | |

Staff requests to transfer funding to the General Capital Project Fund for future one-time needs associated with the Safe St. George plan and other future one-time projects based on the anticipated year-end performance of the General Fund. Revenue for the General Fund overall is anticipated to exceed the original budget with growth in sales tax, interest income and other revenues due to the anticipated performance of the General Fund through the remainder of the fiscal year. Additionally due to supply chain and some project delays savings are anticipated in this year's budget as well that will be included as part of this transfer. Staff requests to amend the budget in the amount of \$10,100,000 for the year-end transfer to the General Capital Project fund.

| OTHER FUND ADJUSTMENTS | | | | |
|------------------------|--------------|--|--------------|-----------|
| | | | <u>Debit</u> | Credit |
| 11 | 51-5118-9100 | Water Fund - Transfers to Other Funds | 1,000,000 | |
| | 51-38800 | Water Fund - Appropriation of Fund Balance | | 1,000,000 |
| | 40-4000-9100 | General Capital Project Fund - Transfers to Other Funds | | 1,000,000 |
| | 40-38800 | General Capital Project Fund - Appropriated Fund Balance | 1,000,000 | |

Staff requests to change a portion of the funding source for the Little Valley Soccer Field Artificial Turf project. The FY 2023 Budget includes \$3,605,956 in funding for this project for the Little Valley Soccer Field Artificial Turf project. The project was funded through contributions from Washington County (\$1,500,000), the Washington County Conservancy District (\$1,000,000), the city's RAP Tax Fund (\$575,956), General Capital Project Fund (\$300,000), Water Fund (\$200,000), and General Fund (\$30,000). The contribution anticipated from the Washington County Conservancy District was re-purposed for the city's Graveyard Reservoir Project. Due to this change the city's Water Department has agreed to contribute the difference in funds that would have been used from the Washington County Conservancy District contribution. Staff requests to amend the budget in the amount of \$1,000,000 for the change in contribution for this project.

| 12 | 51-5118-9120 | Water Utility Fund - Unbilled Utilities Provided to Other Funds | 1,384,900 |
|----|--------------|--|-----------|
| | 53-5316-9120 | Electric Utility Fund - Unbilled Utilities Provided to Other Funds | 1,200,000 |
| | 53-38210 | Electric Utility Fund - Unbilled Utilities Provided to this Dept. | 52,700 |

Staff requests to correct the FY 2023 budgeted for the year-end non-cash unbilled utility book entry. Each year the city calculates the value of unbilled utilities provided by the city's Enterprise Funds to the city's General Fund departments. A non-cash accounting entry is made each year to record the value of these services with an offsetting revenue entry with a net impact of zero. As part of the FY 2023 budget staff had included estimates for the year-end book entry for unbilled utilities but missed 3 offsetting entries in the city's Enterprise Funds. staff requests to correct the budget for the 3 missed offsetting unbilled utility entries.

| 13 | 75-7500-7003 | ARPA Grant Fund - Water Infrastructure Projects | 420,000 |
|----|--------------|---|---------|
| | 75-7500-9100 | ARPA Grant Fund - Transfer to Other Funds | 420,000 |
| | 51-38200 | Water Fund - Transfer from Other Funds | 420,000 |
| | 51-38800 | Water Fund - Appropriated Fund Balance | 420,000 |

Staff requests to move the budget for a change in accounting for the American Rescue Plan Act (ARPA) Grant contribution towards the Graveyard Reservoir Project. The FY 2023 Adopted Budget includes funding from the ARPA grant funds for a contribution for design costs related to the Graveyard Reservoir Project. The original budget anticipated these expenses occurring directly within the ARPA grant fund, but after further review it was determined the most appropriate way to account for this expense was to reflect the transfer of these funds into the Water Fund to help pay for the design cost of this project. For FY 2023 staff anticipate \$420,000 in design cost for the Graveyard Reservoir Project that will be reimbursed by ARPA grant funds. Staff requests to shift the budget to reflect the change of accounting for the use of ARPA grant forwards towards design cost on the Graveyard Reservoir Project.



OTHER FUND ADJUSTMENTS

Debit Credit

14 30-3000-1210 30-38303 Dixie Center Operations Fund - Overtime Pay
Dixie Center Operations Fund - Contributions from Washington County

30,000 30,000

The Facility Services Division requests to add funding for the increase in overtime expense seen this fiscal year at the Dixie Center. The Dixie Center staff have covered 206 events this fiscal year. Dixie Center staff's responsibilities include set-up, cleaning and takedown of each event. In prior years staff would use two crews from the prison program to help with those tasks. However this fiscal year staff have been only able to use one crew and for only half of the time as in previous years. The current agreement splits the costs for the operation of the Dixie Center between the City and County at 38/62 respectively with the city's total contribution capped at \$209,000 annually. The city has currently reached the cap in the contribution this fiscal year and funding for this increase would be paid by Washington County. Staff requests to amend the budget in the amount of \$30,000 for the increase in overtime expense related to events at the Dixie Center.

15 87-8700-7679

Public Works Capital Project Fund - Horsemen Park Dr Extension

1,000,000

87-8700-7699

Public Works Capital Project Fund - 3000 E Widening - 1580 S to Seemiller Dr.

1,000,000

The Public Works Department requests to add funding for the Horseman Park Dr. Extension project which is a rollover project from the FY 2022 budget. The Horseman Park Dr. Extension project includes improvements along Quarry Ridge Dr (this section of roadway was renamed from Horsemen Park Dr to Quarry Ridge Dr) from the Little Valley Pickleball Courts to approximately Crimson Ridge Dr. The project commenced in FY22 and was anticipated to be completed in that fiscal year, however, the contractor did not finish the project until the winter of FY23. The funding for this project is proposed to be moved from unspent FY23 funds in from the 3000 E Widening project to the Horsemen Park Dr Extension project. Staff requests to move unused funds from the 3000 E Widening project for the project rollover for the Horseman Park Dr. Extension project in the amount of \$1,000,000.

16 87-8700-7733

Public Works Capital Project Fund - Santa Clara River Maintenance

120,000

87-38101

Public Works Capital Project Fund - Contribution from Other Governments

120,000

The Public Works Department requests to add funding for maintenance in the Santa Clara River that was needed due to the high flows and flooding that occurred earlier this fiscal year. Maintenance in the Santa Clara River was needed this fiscal year to remove sediment and debris near the Southgate Golf Course due to flooding from rain events and snow melt around March 2023. The Washington County Flood Control Authority agreed to reimburse the city up to \$400,000 for this work and other future work identified along the Santa Clara River near Southgate Golf Course and Sunbrook Golf Course. Staff requests to amend the budget in the amount of \$120,000 for the maintenance required this fiscal year from flooding in the Santa Clara River.

17 26-2600-3100 26-38800 Airport Bond Debt Service Fund - Professional & Tech. Services Airport Bond Debt Service Fund - Appropriated Fund Balance

1,750

Staff requests to add funding for the required 5 year compliance review of the city's tax-exempt bonds. Every 5 years a review of the city's tax-exempt bonds is required to help ensure the city is in compliance with the latest regulations and laws dealing with tax-exempt bonds. The city hired an arbitrage compliance specialist to conduct this year's review. Funding for this project is available within the Airport Bond Debt Service fund fund balance. Staff requests to amend the budget in the amount \$1,750 for the 5-year compliance review.

18 63-6300-5200

Self Insurance Fund - Claims Paid

150,000

63-38200 40-4000-9100 Self Insurance Fund - Transfer from Other Funds

150,000 150,000

40-38800

General Capital Project Fund - Transfers to Other Funds General Capital Project Fund - Appropriated Fund Balance

150,000

1.750

Staff requests to increase funding for the higher estimated insurance claims activity seen this fiscal year. The city budgets annually for property and liability insurance claims as part of the city's self-insurance fund. This year we have had a few significant claims in addition to an overall increase in the number of claims than the typical year. Due to the increase in claims activity the year-end budget in the Self-Insurance fund is anticipated to be exceeded by \$150,000. Funding is available in the General Capital Project Fund fund balance to help mitigate some of the larger claims experienced this year. Staff requests to amend the budget in the amount of \$150,000 for the high claims activity seen this fiscal year.

19

40-4000-9100 General Capital Project Fund - Transfer to Other Funds
48-38800 General Capital Project Fund - Appropriated Fund Balance

10,000,000

48-38800 48-38200

Fire Impact Fund - Transfer from Other Funds

10,000,000 10,000,000

48-36700

Fire Impact Fund - Sale of Bonds

10,000,000

Staff requests to shift funds from the General Capital Project Fund into the Fire Impact fund for the cost of Fire Station 10 and the future Tonaquint station. The FY 2023 budget had originally anticipated issuing debt to pay for Fire Station 10 but due to the increase in interest rates, the drop in fire impact fee revenue collected this fiscal year, and reciept of ARPA funds that are being used towards Fire Station Headquarters, staff recommend cash funding Fire Station 10. Funding for this change is available in the General Capital Project fund fund balance. Staff requests to shift funds for the Fire station 10 project from the General Capital Project fund.



Agenda Date: 06/15/2023 Agenda Item Number: 11

Subject:

Consider approval of a resolution naming Brian Jeppson as the representative and Bryan Dial as the alternate representative for UAMPS.

Item at-a-glance:

Staff Contact: Laurie Mangum

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Laurie Mangum is currently the representative and Brian Jeppson is currently the alternate representative. Since Ms. Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative.

Staff Narrative (need/purpose):

Laurie Mangum is currently the representative and Brian Jeppson is currently the alternate representative. Since Ms. Mangum is retiring, staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends naming Brian Jeppson to replace her as the representative and Bryan Dial as the alternate representative.

| RESOLUTION NO. | |
|-----------------------|--|
| | |

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, APPOINTING MEMBER REPRESENTATIVE FOR THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS (UAMPS)

WHEREAS, The City's UAMPS current representative Laurie Mangum is retiring from her position as Energy Services Director and Brian Jeppson is the alternative representative; and

WHEREAS, the City desires to name Brian Jeppson, as the UAMPS representative and to have Bryan Dial be its alternative representative at UAMPS.

NOW THEREFORE, BE IT RESOLVED by the St. George City Council that Laurie Mangum be removed as the UAMPS representative and Brian Jeppson be appointed as the City's representative and that Bryan Dial replace Brian Jeppson as the alternative representative.

PASSED AND ADOPTED by the City Council of the City of St. George, this 15th day of June, 2023.

| CITY OF ST. GEORGE: | ATTEST: |
|--|---|
| Michele Randall, Mayor | Christina Fernandez, City Recorder |
| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
| , , | Councilmember Hughes Councilmember McArthur Councilmember Larkin Councilmember Larsen |
| Alicia Carlton, Assistant City Attorney | Councilmember Tanner |



Agenda Date: 06/15/2023 Agenda Item Number: 12

Subject:

Consider approval of an ordinance to change the zone from A-20 (Agricultural, 20-Acre Minimum Lot Size) to PD-R (Planned Development Residential) on approximately 15.97 acres located along Desert Canyons Parkway to allow for a single family residential development. Case No. 2023-ZC-008.

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Desert Canyons Development LLC/Curt Gordon

Reference Number: 2023-ZC-008

Address/Location:

Eastward along Desert Canyons Pkwy.

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

The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. The Planning Commission held a public hearing and reviewed this item and recommended approval with no conditions with a vote of 4-0.

Staff Narrative (need/purpose):

This zone change request needs to be approved before the applicant can move forward with the PD Amendment and preliminary plat for the Desert Reflections at Desert Canyons proposal.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission reviewed and recommended approval with no conditions by a vote of 4-0.



ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: 05/09/2023 CITY COUNCIL AGENDA REPORT: 06/15/2023

ZONE CHANGE

Desert Reflection at Desert Canyons

Case No. 2023-ZC-008

Request: This proposal is to consider an ordinance to change the zone from

R-1-12 (Single Family Residential 12,000 sq ft minimum lot size) to PD-R (Planned Development Residential) on a 15.97-acre site located in Desert Canyons easterly along Desert Canyons Parkway.

APN: SG-6745-N-1

Representative(s): Curt Gordon.

Location: The property is located east along Desert Canyons Pkwy.

Total Acreage: 15.97 acres

Existing Zoning: R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size).

General Plan: RES (Residential), MDR (Medium Density Residential).

Adjacent zones: North = PD-R, West = PD-R, East = R-1-12

South = R-1-12.

Background: The property is in the Desert Canyons Master Plan. The original

master plan was approved in 2007 and has several approved amendments. The current approved development plan includes

several areas of residential and commercial.

A portion of this proposal (9.26 ac) is already zoned PD-R (Planned Development Residential) the remaining 15.79 acres is being proposed to rezone as PD-R (Planned Development

Residential).

There is a portion of the proposal that is in the floodway and 100 yr. floodplain. The applicant has been through the LOMAR

process and has been approved through FEMA.

CC 2022-PDA-007 Desert Reflections at Desert Canyons Page 2 of 4

Density: Density shall conform to the density limitations of the Master

Development Plan & General Plan. The proposed density for Desert Reflections is 5.6 du/ac which falls between the allowed 5 to 9 du/ac.

Landscaping/Amenities: This development will be required to provide 3 amenities from the

table listed in city code 10-7F-6-C. Required amenities will be fully

constructed by 50% of total project units.

Noticing: Notice letters were sent to property owners within a 500 ft. radius

and notice were posted in four (4) public places [on the City website,

State website, and on two (2) bulletin boards in the City].

Planning Commission: The Planning Commission recommended approval with a vote of 4-

0 and no conditions.

Recommendation: Staff recommend approval of this Zone Change based on findings of fact the proposal is compatible to the existing surrounding development.

Alternatives: 1. Recommend approval as presented.

2. Recommend approval with conditions.

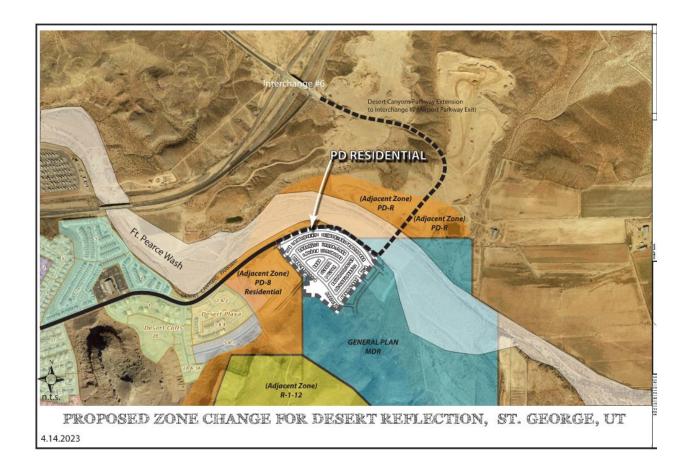
3. Recommend denial.

4. Table the proposed zone change to specific date.

Possible Motion:

The City Council approves the Zone Change for Desert Reflections at Desert Canyons from R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) with no conditions.

Proposed Desert Reflections



DESERT REFLECTION SINGLE FAMILY HOMES NARRATIVE

The purpose of this Zone Change Amendment application is to request approval for a residential project with single family homes, including all related improvements to be constructed within the Desert Reflection project. Desert Reflection is a portion of property that was annexed into the City several years ago. The property has a General Plan Designation of Medium Density Residential with densities from 4 to 9 units per acre. This zone change application seeks approval for Planned Development Residential (PDR) zone designation. The requested PDR zone is consistent with the surrounding PDR zoning designations proposed development may contain a variety of single-family unit types planned to support a total of 142 homes. Each unit can have up to 4 bedrooms, 2 ½ bathrooms, and a 2-car garage. The architecture of the homes could be described as Desert Modern and Traditional Townhomes (see attached elevations). The exterior will include stucco, stone, stained wood, metal, and composite shingles (see sample board for colors). Desert Reflection will have three amenities to meet St. George Code requirements.

The proposed development will be accessed by three entrances: One off Desert Canyons Parkway, and two off the future Foothill Ridge Drive. All utilities will be located within the roadways and will connect to existing utilities.

The development will meet all standards as follows:

- A. Noise: No noise other than typical motor vehicle traffic and recreational noise is planned.
- B. Dust: All roads will be paved, and disturbed areas will be rocked or landscaped to eliminate dust issues.
- C. Odors: Each home will have individual trash receptacles for trash collection.
- D. Aesthetics: All City of St. George Landscape standards will be followed.
- E. Safety: No unusual traffic is planned which would create unsafe conditions.
- F. <u>Traffic</u>: The Desert Canyons Master Plan traffic study contemplates and accommodates the level of development shown on the attached plan.
- G. <u>Density</u>: Current zoning for the site is C-2, R1-10, and R1-12. There is a total of 142 planned homes resulting in an overall density of 5.67 dwelling units per acre for the proposed development.
- H. Height: Not to exceed 35 feet.
- I. Hours of Operation: Hours of operation will be similar to others surrounding residential uses.
- J. <u>Character and purpose of Zone</u>: The development will be consistent with the purpose of a PD residential zone
- K. <u>Public Health</u>: All sanitation and solid waste disposal measures will follow applicable codes.
- Phasing: The current phasing plan consists of 5 phases as indicated.

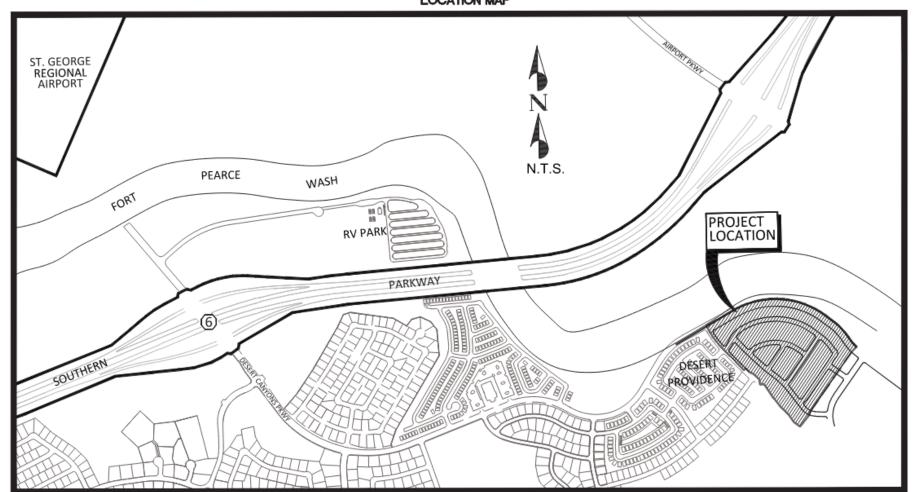
The proposed development will conform to all City of St. George standards and zoning provisions.

Desert
Reflections at
Desert
Canyons

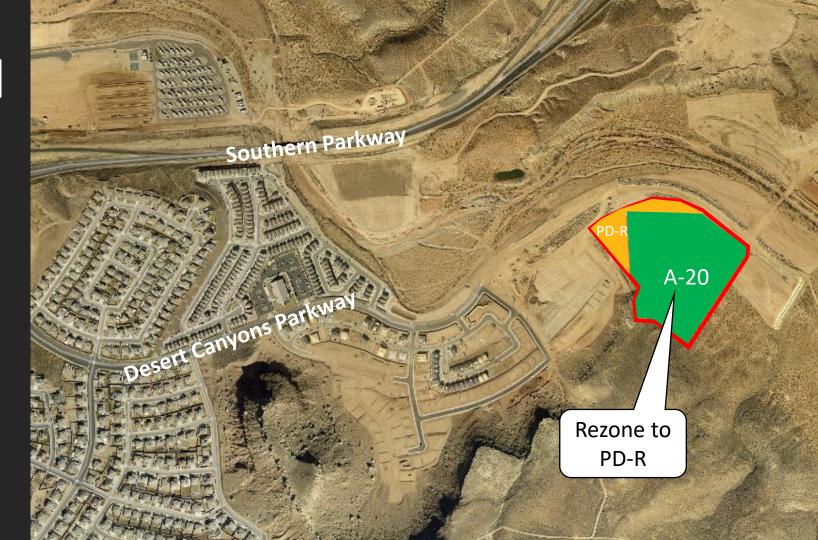
2023-ZC-008 2023-PDA-007 2023-PP-017



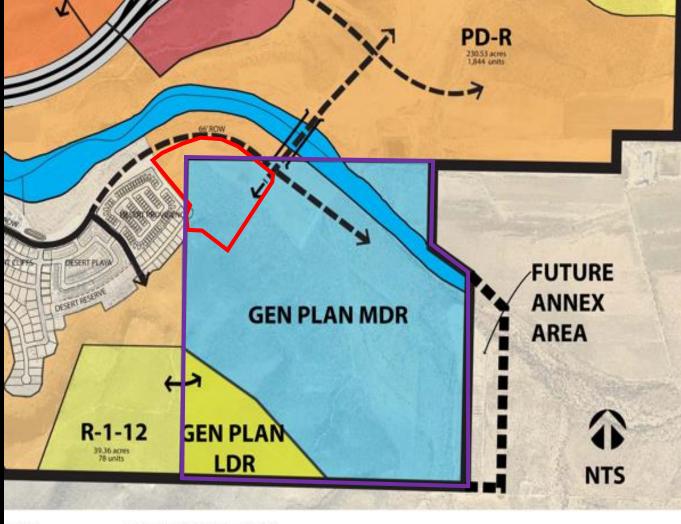
DESERT REFLECTION LOCATION MAP



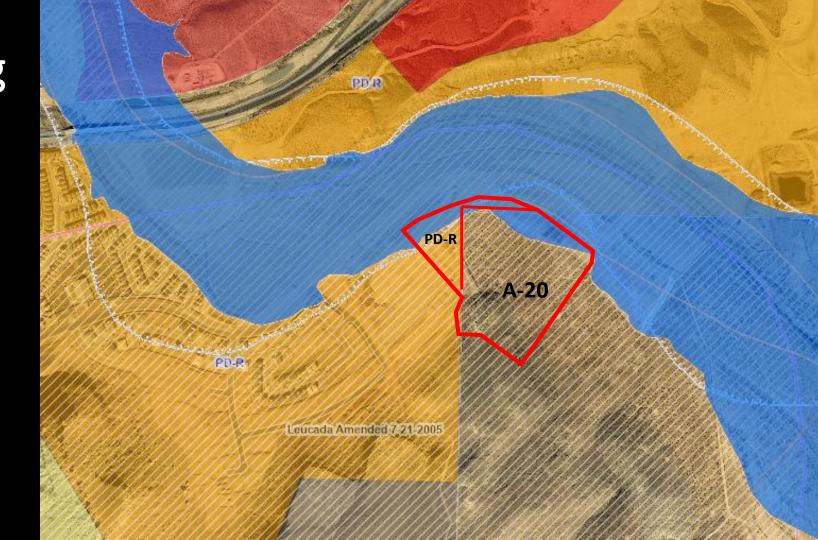
Aerial Map



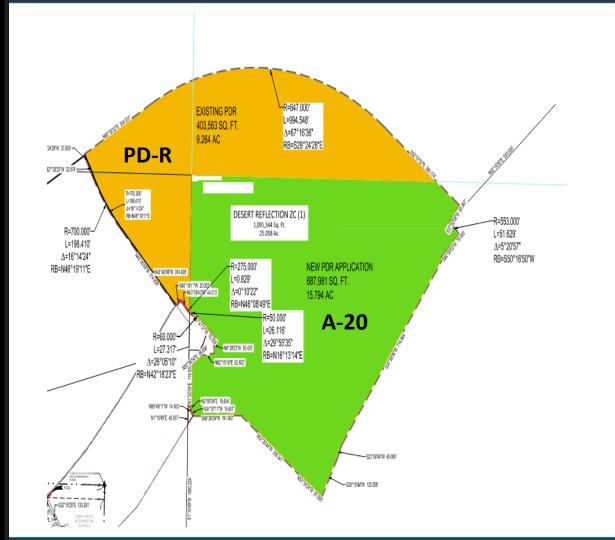
General Plan Map



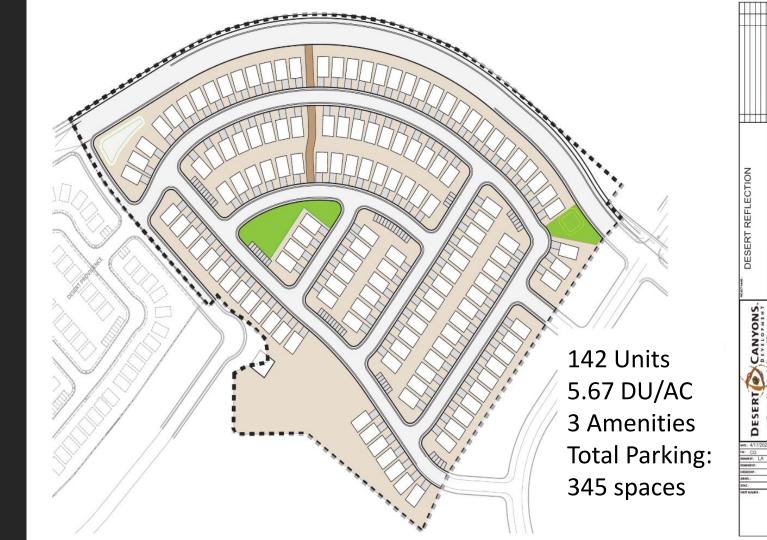
Zoning Map



Zoning Proposal



Site Plan



Landscape and Amenity Area



Elevations



ELEVATION A MAX HEIGHT IS 35 FEET

Hardyboard siding with brick and woodframe detailing. Cement tile roof.



ELEVATION B MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION C MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with metal and woodframe detailing. Cement tile and flat roof.



ELEVATION D MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION E MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION F MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof,

ONS.

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BA770
ELEVATIONS -STYLES

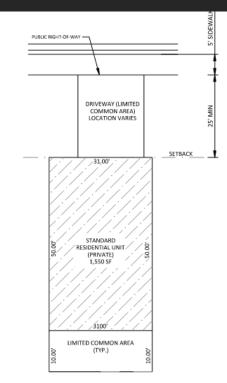
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DMANTER: LA
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SHEET NUMBER:

Materials Board

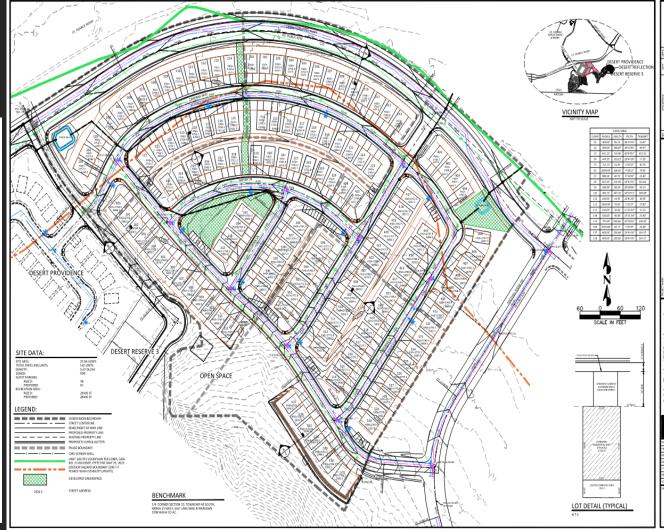


Preliminary Plat

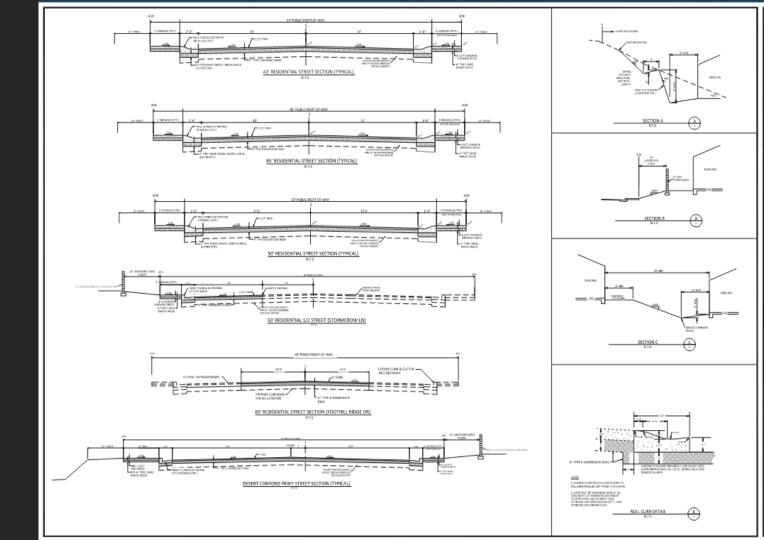


LOT DETAIL (TYPICAL)

N.T.S.



Road Cross Sections



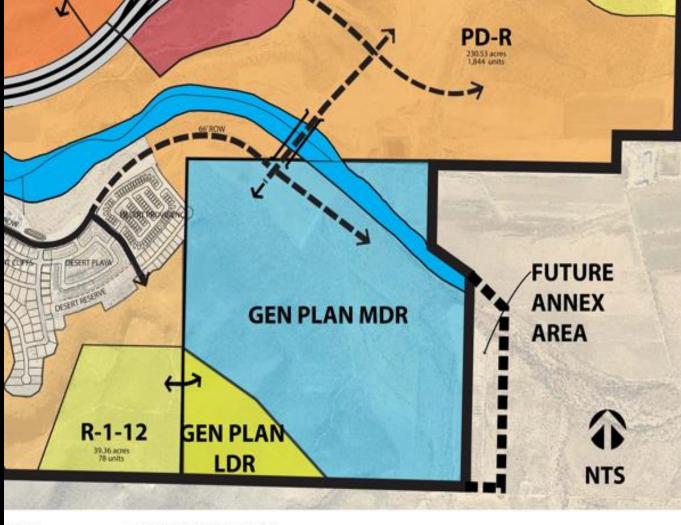
Desert
Reflections at
Desert
Canyons
2023-PDA-007



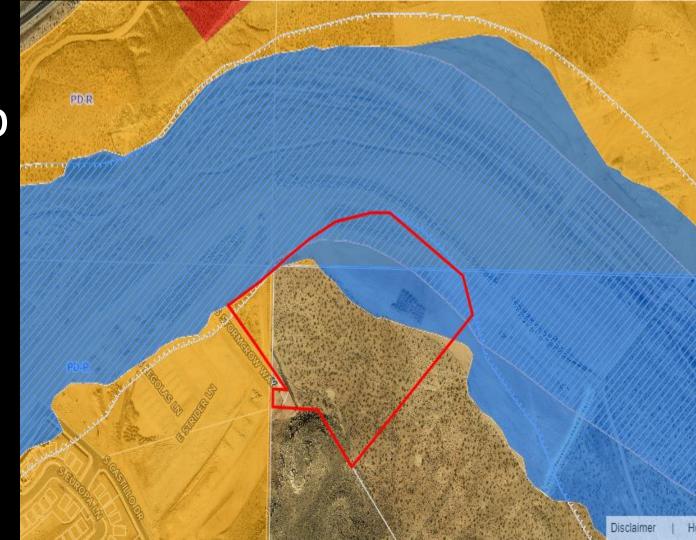
Aerial Map



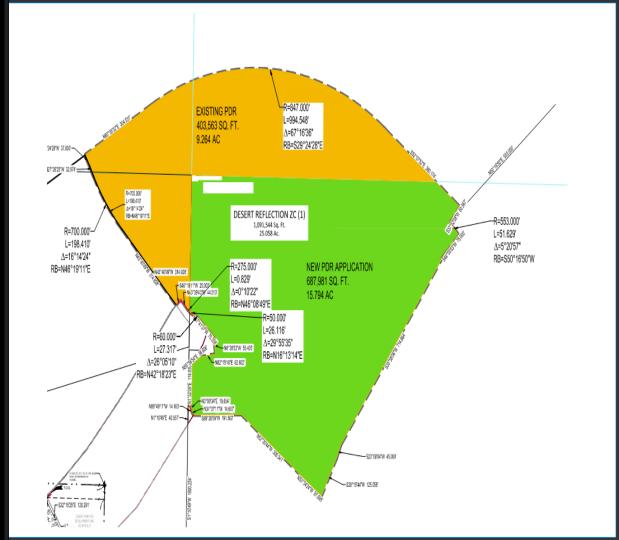
General Plan Map



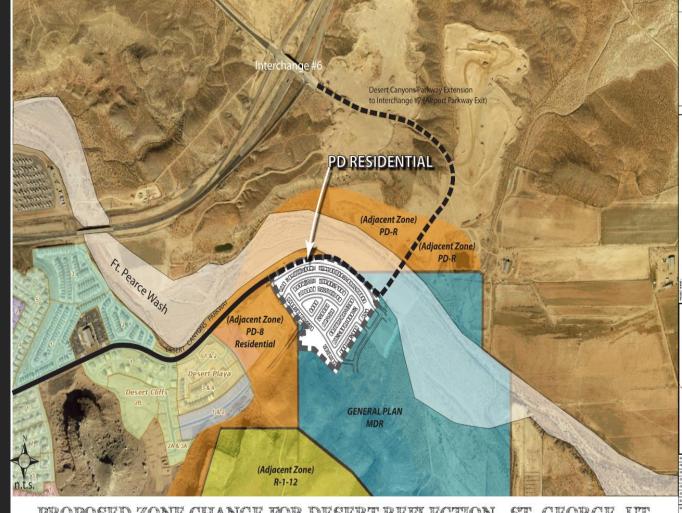
Zoning Map



Zoning Proposal



Site Plan



PROPOSED ZONE CHANGE FOR DESERT REFLECTION, ST. GEORGE, UT

Site Plan



Landscape and Amenity Area



CO SOUTH

SIGNAGE AND AMENITIE

DESERTED CANYON
113 Eart 200 North #2 St. George, UT 84770
Office: 635-63-679, Fax: 455-63-277

m: 4/12/2023 :: CG manuar: LA

THE MANUEL OF THE STATE OF THE

Elevations



ELEVATION A MAX HEIGHT IS 35 FEET

Hardyboard siding with brick and woodframe detailing. Cement tile roof.



ELEVATION B MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION C MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with metal and woodframe detailing. Cement tile and flat roof.



ELEVATION D MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION E MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION F MAX HEIGHT IS 35 FEET

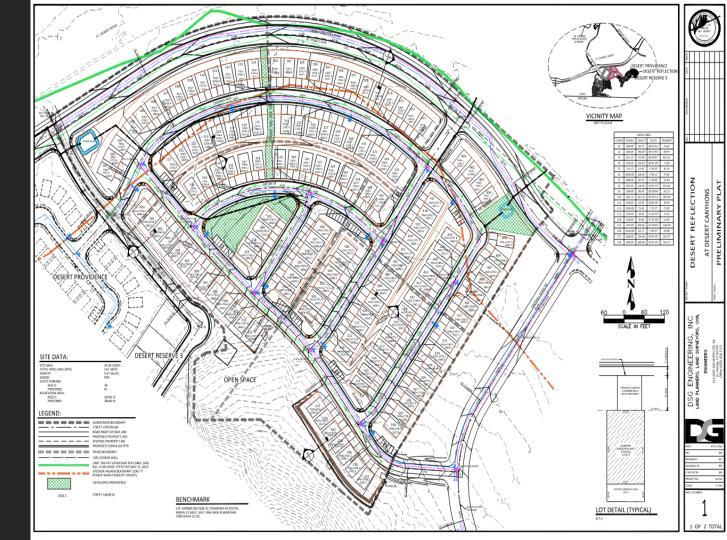
ELEVATIONS -STYLES

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof,

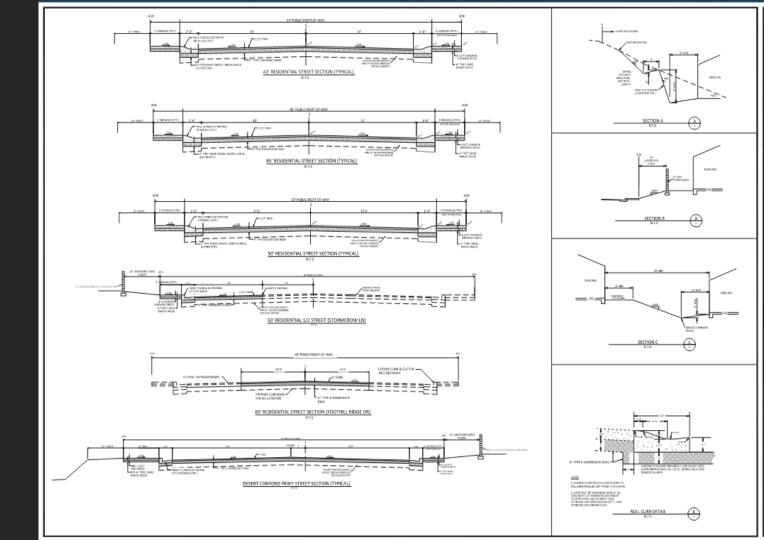
Materials Board



Preliminary Plat



Road Cross Sections



| ORDINANCE NO. | |
|---------------|--|
| | |

AN ORDINANCE TO CHANGE THE ZONE FROM A-20 (AGRICULTURAL, 20-ACRE MINIMUM LOT SIZE) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 15.97 ACRES LOCATED ALONG DESERT CANYONS PKWY TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

(DESERT REFLECTIONS AT DESERT CANYONS)

WHEREAS, the property owner has requested a zone change from A-20 (Agricultural, 20-acre minimum lot size) to PD-R (Planned Development Residential) on approximately 15.97 acres located east along Desert Canyons Pkwy to allow for a single family residential development: and

WHEREAS, the Planning Commission held a public hearing on the request on May 9, 2023; where the planning commission recommended approval with a vote of 4-0 and no conditions.

WHEREAS, the City Council held a public meeting on this request on June 15, 2023; and

WHEREAS, the City Council has determined that the requested zone change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from A-20 (Agricultural, 20-acre minimum lot size) to PD-R (Planned Development Residential). The zone change and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A," and parcel exhibit, incorporated herein as Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

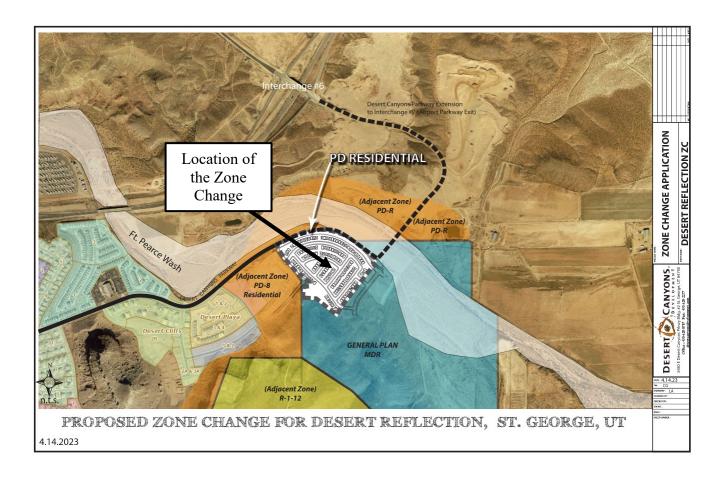
Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat. In the event a final plat is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of June 2023.

| ST. GEORGE CITY: | ATTEST: |
|------------------------|------------------------------------|
| | |
| Michele Randall, Mayor | Christina Fernandez, City Recorder |

| APPROVED AS TO FORM: | VOTING OF CITY COUNCIL: |
|------------------------|--------------------------------|
| City Attorney's Office | |
| | Councilmember Hughes |
| | Councilmember McArthur |
| | Councilmember Larkin |
| | Councilmember Larsen |
| | Councilmember Tanner |

Exhibit "B" – Parcel Exhibit



| ORDINANCE NO. |
|---------------|
|---------------|

AN ORDINANCE TO CHANGE THE ZONE FROM R-1-12 (SINGLE FAMILY RESIDENTIAL MINIMUM 12,000 SQ FT LOTS) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 15.97 ACRES LOCATED ALONG DESERT CANYONS PARKWAY TO ALLOW FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

(DESERT REFLECTIONS AT DESERT CANYONS)

WHEREAS, the property owner has requested a zone change from R-1-12 (Single Family Residential minimum 12,000 sq ft lot size) to PD-R (Planned Development Residential) on approximately 15.97 acres located east along Desert Canyons Pkwy to allow for a single family residential development: and

WHEREAS, the Planning Commission held a public hearing on the request on May 9, 2023; where the planning commission recommended approval with a vote of 4-0 with no conditions.

WHEREAS, the City Council held a public meeting on this request on June 15, 2023; and

WHEREAS, the City Council has determined that the requested zone change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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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 upon publication and the final approval by the land use authority of a final plat. In the event a final plat is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of June 2023.

| CITY OF ST. GEORGE: | ATTEST: |
|------------------------|------------------------------------|
| | |
| | |
| Michele Randall, Mayor | Christina Fernandez, City Recorder |

| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
|--|-------------------------|
| | Councilmember Hughes |
| | Councilmember McArthur |
| | Councilmember Larkin |
| | Councilmember Larsen |
| Jami Brackin, Deputy City Attorney | Councilmember Tanner |
| | |

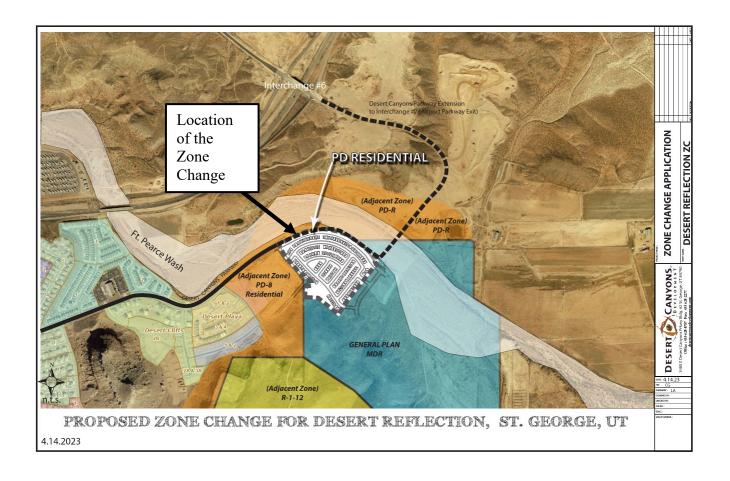
Exhibit "A" – Legal Description

DESERT REFLECTION ZONE CHANGE BOUNDARY

BEGINNING AT A POINT NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 1930.781 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10'49" EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35), AND SOUTH 88°49'11" EAST 14.103 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF THE DESERT RESERVE 3 SUBDIVISION; AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (11) ELEVEN COURSES: (1) NORTH 03°09'34" EAST 19.654 FEET; (2) NORTH 01°02'09" EAST 119.839 FEET; (3) NORTH 55°56'54" EAST 38.606 FEET; (4) NORTH 82°15'16" EAST 62.602 FEET; (5) NORTH 08°38'53" WEST 55.435 FEET; (6) NORTH 47°41'37" WEST 75.359 FEET; TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 42°18'23" WEST); (7) RUNNING NORTHWESTERLY ALONG THE ARC OF A 60.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°05'10", A DISTANCE OF 27.317 FEET; TO A POINT OF REVERSE CURVE; (8) RUNNING NORTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°55'35", A DISTANCE OF 26.116 FEET; TO THE POINT OF COMPOUND CURVE; (9) RUNNING NORTHWESTERLY ALONG THE ARC OF A 275.000 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°10'22", A DISTANCE OF 0.829 FEET; (10) NORTH 43°40'49" WEST 44.513 FEET; AND (11) SOUTH 46°19'11" WEST 25.000 FEET TO THE NORTHEASTERLY BOUNDARY OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED AS DOC. NO. 20210002225 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; ALSO BEING THE EASTERLY BOUNDARY OF THE DESERT PROVIDENCE SUBDIVISION; THENCE ALONG SAID DEED BOUNDARY THE FOLLOWING (4) FOUR COURSES: (1) NORTH 43°40'49" WEST 314.928 FEET TO A POINT OF CURVATURE; (2) RUNNING NORTHWESTERLY ALONG THE ARC OF A 700.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°14'24", A DISTANCE OF 198.410 FEET; (3) NORTH 27°26'25" WEST 32.974 FEET; AND (4) NORTH 29°24'28" WEST 37.000 FEET; THENCE NORTH 60°35'32" EAST 304.531 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 847.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°16'36", A DISTANCE OF 994.548 FEET; THENCE SOUTH 52°07'52" EAST 380.174 FEET; THENCE SOUTH 37°52'08" WEST 60.567 FEET; ; TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 50°16'50" EAST); RUNNING SOUTHEASTERLY ALONG THE ARC OF A 553.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°20'57", A DISTANCE OF 51.629 FEET; THENCE SOUTH 44°55'53" WEST 75.000 FEET; THENCE SOUTH 35°58'06" WEST 714.664 FEET; THENCE SOUTH 23°08'04" WEST 45.000 FEET; THENCE SOUTH 28°15'44" WEST 125.058 FEET; THENCE NORTH 53°34'24" WEST 97.695 FEET; THENCE NORTH 52°30'44" WEST 306.341 FEET; THENCE SOUTH 89°28'59" WEST 191.502 FEET; THENCE NORTH 34°37'11" WEST 14.607 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,091,544 SQ. FT., (25.058 ACRES)

Exhibit "B" - Parcel Exhibit





Agenda Date: 06/15/2023 Agenda Item Number: 13

Subject:

Consider approval of an ordinance amending and expanding an approved PD-R (Planned Development Residential) on approximately 25.06 acres located along Desert Canyons Parkway for the purpose of developing 142 single family homes for a project to be known as Desert Reflections at Desert Canyons. Case No. 2023-PDA-007

Item at-a-glance:

Staff Contact: Mike Hadley
Applicant Name: Curt Gordon

Reference Number: 2023-PDA-007

Address/Location:

East along Desert Canyons Pkwy.

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

The property is in the Desert Canyons Master Plan. The original master plan was approved in 2007 and has several approved amendments. This amendment is to create 142 lot single family residential subdivision on 25.06 acres. The Planning Commission reviewed this item and held a public hearing with no comments. The Planning Commission recommended approval with a vote of 4-0.

Staff Narrative (need/purpose):

The purpose of the zone change amendment is to develop 142 single family lots on 25.06 acres in the Desert Canyons community providing more residential housing to the community.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission reviewed and recommend approval for the Desert Reflections at Desert Canyons proposal with no conditions and a vote of 4-0.



ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: 05/09/2023 CITY COUNCIL AGENDA REPORT: 06/01/2023

Planned Development Amendment

Desert Reflection at Desert Canyons

Case No. 2023-PDA-007

Request: This proposal is to consider an ordinance amending and expanding

an approved PD-R (Planned Development Residential) on a 25.794-acre site located in Desert Canyons easterly along Desert Canyons Parkway for the purpose of developing 142 single family homes for a project to be known as Desert Reflections at Desert Canyons.

APN: SG-6745-N-1

Representative(s): Curt Gordon.

Location: The property is located east along Desert Canyons Pkwy.

Total Acreage: 25.06 acres

Existing Zoning: R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size).

General Plan: RES (Residential), MDR (Medium Density Residential).

Adjacent zones: North = PD-R, West = PD-R, East = R-1-12

South = R-1-12.

Background: The property is in the Desert Canyons Master Plan. The original

master plan was approved in 2007 and has several approved amendments. The current approved development plan includes

several areas of residential and commercial.

There is a portion of the proposal that is in the floodway and 100 yr. floodplain. The applicant has been through the LOMAR process and has been approved through FEMA and the floodway

and 100 yr. floodplain line has been adjusted.

CC 2022-PDA-007 Desert Reflections at Desert Canyons Page 2 of 4

Density: Density shall conform to the density limitations of the Master

Development Plan & General Plan. The proposed density for Desert Reflections is $5.6\,\mathrm{du/ac}$ which falls between the allowed 5 to $9\,\mathrm{du/ac}$.

Landscaping/Amenities: This development will be required to provide 3 amenities from the

table listed in city code 10-7F-6-C. Required amenities will be fully

constructed by 50% of total project units.

Noticing: Notice letters were sent to property owners within a 500 ft. radius

and notices were posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

Planning Commission: The Planning Commission recommended approval with a vote of 4-

0 and no conditions.

Recommendation: Staff recommend approval of this Zone Change based on findings of fact the proposal is compatible to the existing surrounding development.

Alternatives: 1. Recommend approval as presented.

2. Recommend approval with conditions.

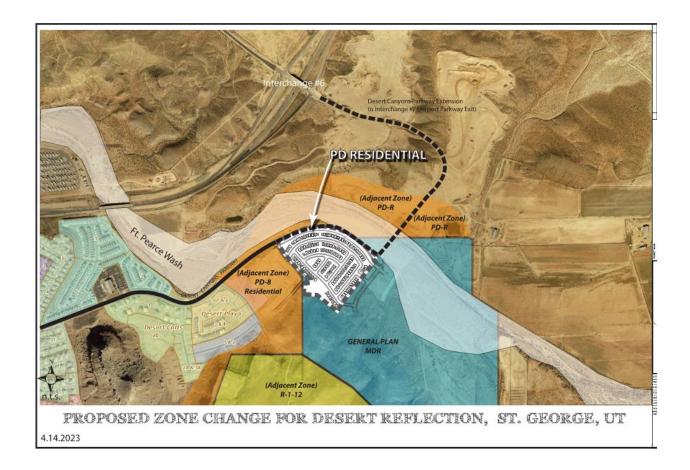
3. Recommend denial.

4. Table the proposed zone change to specific date.

Possible Motion:

The City Council approves the Zone Change for Desert Reflections at Desert Canyons from PD-R (Planned development Residential), and R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) with no conditions.

Proposed Desert Reflections



DESERT REFLECTION SINGLE FAMILY HOMES NARRATIVE

The purpose of this Zone Change Amendment application is to request approval for a residential project with single family homes, including all related improvements to be constructed within the Desert Reflection project. Desert Reflection is a portion of property that was annexed into the City several years ago. The property has a General Plan Designation of Medium Density Residential with densities from 4 to 9 units per acre. This zone change application seeks approval for Planned Development Residential (PDR) zone designation. The requested PDR zone is consistent with the surrounding PDR zoning designations proposed development may contain a variety of single-family unit types planned to support a total of 142 homes. Each unit can have up to 4 bedrooms, 2 ½ bathrooms, and a 2-car garage. The architecture of the homes could be described as Desert Modern and Traditional Townhomes (see attached elevations). The exterior will include stucco, stone, stained wood, metal, and composite shingles (see sample board for colors). Desert Reflection will have three amenities to meet St. George Code requirements.

The proposed development will be accessed by three entrances: One off Desert Canyons Parkway, and two off the future Foothill Ridge Drive. All utilities will be located within the roadways and will connect to existing utilities.

The development will meet all standards as follows:

- A. Noise: No noise other than typical motor vehicle traffic and recreational noise is planned.
- B. <u>Dust</u>: All roads will be paved, and disturbed areas will be rocked or landscaped to eliminate dust issues.
- C. Odors: Each home will have individual trash receptacles for trash collection.
- D. Aesthetics: All City of St. George Landscape standards will be followed.
- E. Safety: No unusual traffic is planned which would create unsafe conditions.
- F. <u>Traffic</u>: The Desert Canyons Master Plan traffic study contemplates and accommodates the level of development shown on the attached plan.
- G. <u>Density</u>: Current zoning for the site is C-2, R1-10, and R1-12. There is a total of 142 planned homes resulting in an overall density of 5.67 dwelling units per acre for the proposed development.
- H. Height: Not to exceed 35 feet.
- I. Hours of Operation: Hours of operation will be similar to others surrounding residential uses.
- J. <u>Character and purpose of Zone</u>: The development will be consistent with the purpose of a PD residential zone
- K. <u>Public Health</u>: All sanitation and solid waste disposal measures will follow applicable codes.
- L. Phasing: The current phasing plan consists of 5 phases as indicated.

The proposed development will conform to all City of St. George standards and zoning provisions.

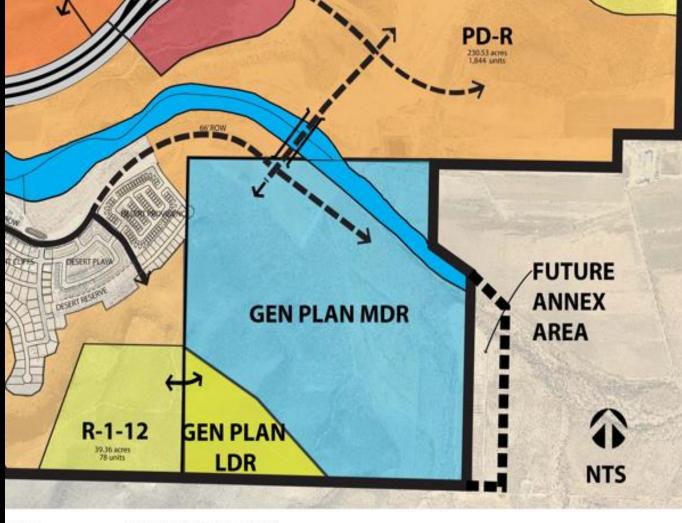
Desert
Reflections at
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2023-PDA-007



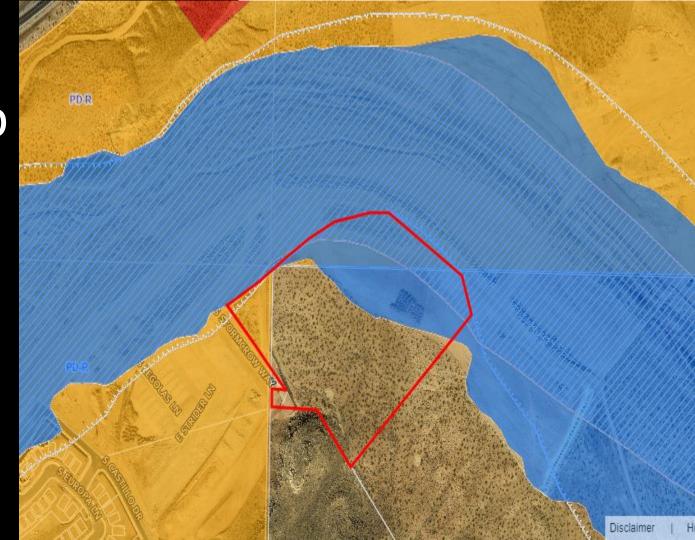
Aerial Map



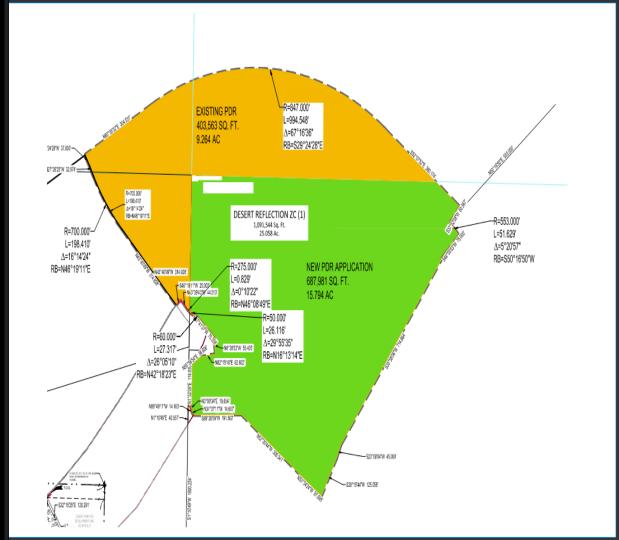
General Plan Map



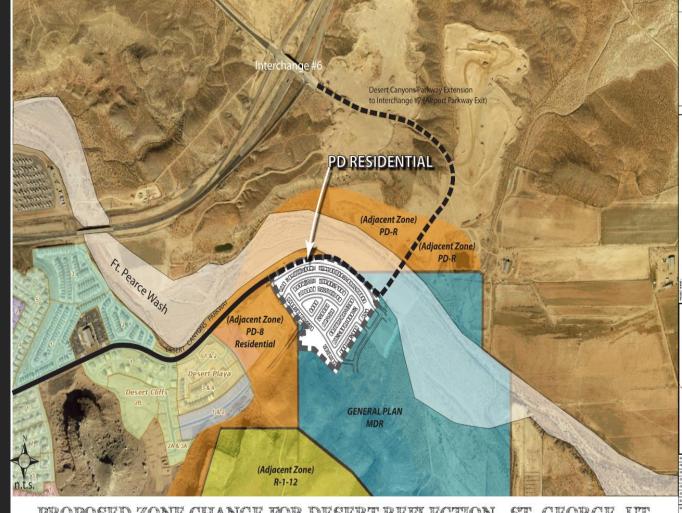
Zoning Map



Zoning Proposal



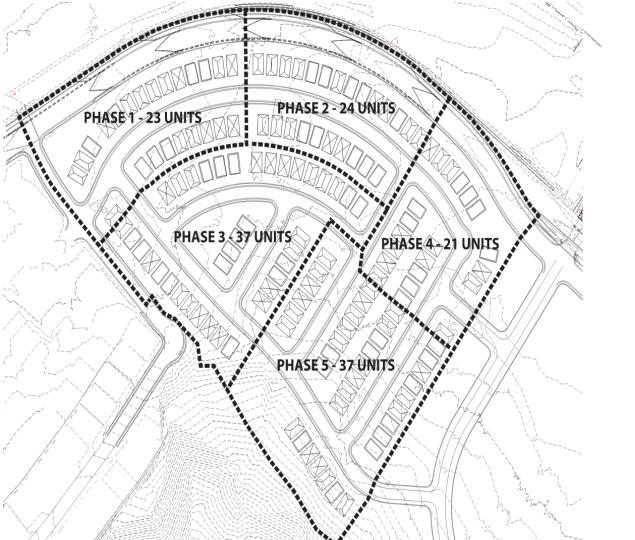
Site Plan



PROPOSED ZONE CHANGE FOR DESERT REFLECTION, ST. GEORGE, UT

Site Plan





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Landscape and Amenity Area



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DESERTED CANYON
113 Eart 200 North #2 St. George, UT 84770
Office: 635-63-679, Fax: 455-63-277

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Elevations



ELEVATION A MAX HEIGHT IS 35 FEET

Hardyboard siding with brick and woodframe detailing. Cement tile roof.



ELEVATION B MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION C MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with metal and woodframe detailing. Cement tile and flat roof.



ELEVATION D MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION E MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof.



ELEVATION F MAX HEIGHT IS 35 FEET

Hardyboard and stucco siding with brick and woodframe detailing. Cement tile roof,

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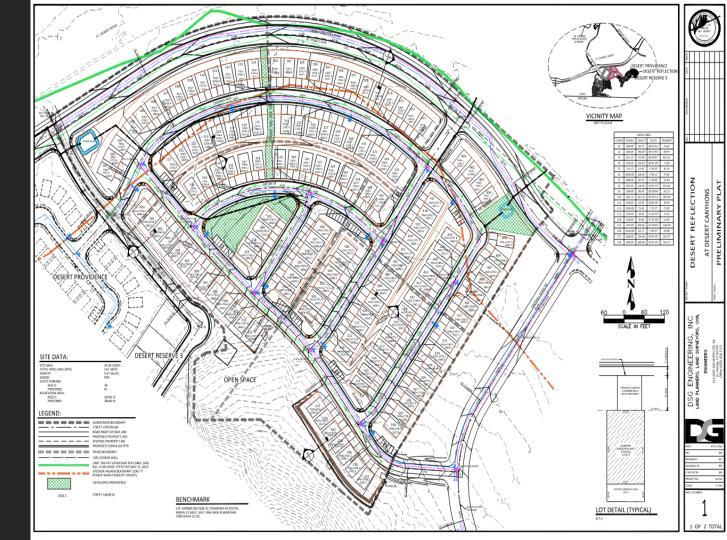
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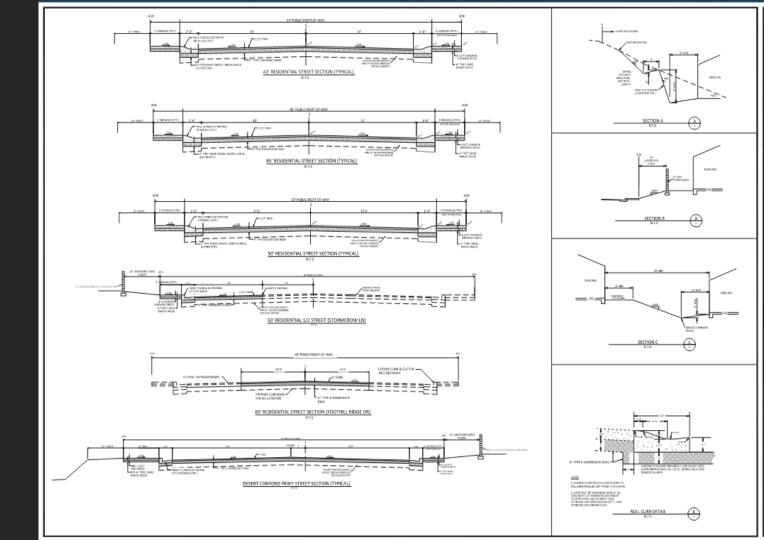
Materials Board



Preliminary Plat



Road Cross Sections



| ORD | INANCE | E NO | | | | |
|----------|--------|------------------|--------|-----------------|--------|------|
| NDING | AND | EXPANDING | AN | APPROVED | PD-R | (PI |
| TIAL) O | N APP | ROXIMATELY 2 | 5.06 4 | CRESIOCAT | FD ALO | NG I |

AN ORDINANCE AMENDING AND EXPANDING AN APPROVED PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 25.06 ACRES LOCATED ALONG DESERT CANYONS PARKWAY FOR THE PURPOSE OF DEVELOPING 142 SINGLE FAMILY HOMES FOR A PROJECT TO BE KNOWN AS DESERT REFLECTIONS AT DESERT CANYONS.

| (DESERT REFLECTIONS AT DESRT CANYONS) |
|--|
| WHEREAS , the City Council approved the PD-R (Planned Development Residential) plan over 9.26 acres on JULY 16, 2009. |
| WHEREAS, the City Council has adopted Ordinance changing the zoning to PD-R (Planned Development Residential) on an additional contiguous 15.794 ac. |
| WHEREAS , the property owner has requested to amend the PD-R (Planned Development Residential) on the combined 25.06 acres, located east along Desert Canyons Pkwy to develop 142 single family residential homes; and |
| WHEREAS, the City Council held a public meeting on this request on June 15, 2023; and |
| WHEREAS , the Planning Commission held a public hearing on this request on May 9, 2023 and recommended approval with a 4-0 vote with no conditions: |
| WHEREAS, the City Council has determined that the requested change to the PD-R 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 approved planned development within the PD-R Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of 142 lot subdivision development as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B". |
| 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 June 2023. |
| CITY OF ST. GEORGE: ATTEST: |
| |

Michele Randall, Mayor

Christina Fernandez, City Recorder

| Councilmember Hughes Councilmember McArthur Councilmember Larkin Councilmember Larsen | APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: | |
|---|---|-------------------------|--|
| Councilmember Larkin Councilmember Larsen | , | Councilmember Hughes | |
| Councilmember Larsen | | Councilmember McArthur | |
| | | Councilmember Larkin | |
| Jami Brackin, Deputy City Attorney Councilmember Tanner | | Councilmember Larsen | |
| | Jami Brackin, Deputy City Attorney | Councilmember Tanner | |

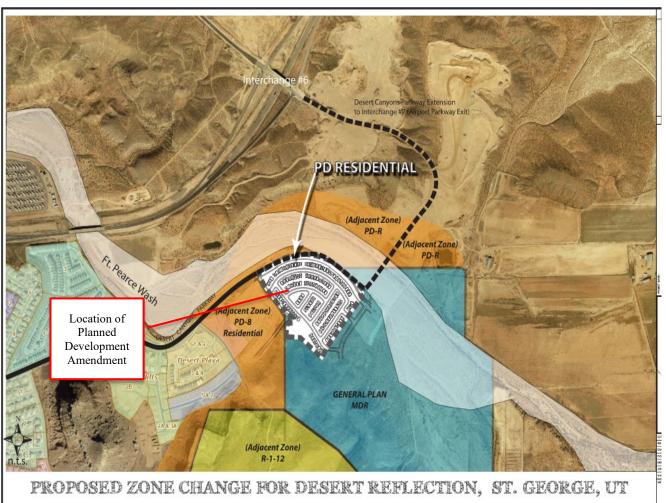
Exhibit "A" - Legal Description

DESERT REFLECTION ZONE CHANGE BOUNDARY

BEGINNING AT A POINT NORTH 01°10'49" EAST ALONG THE SECTION LINE. A DISTANCE OF 1930.781 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10'49" EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35), AND SOUTH 88°49'11" EAST 14.103 FEET, TO A POINT ON THE EASTERLY BOUNDARY OF THE DESERT RESERVE 3 SUBDIVISION; AND RUNNING THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (11) ELEVEN COURSES: (1) NORTH 03°09'34" EAST 19.654 FEET; (2) NORTH 01°02'09" EAST 119.839 FEET; (3) NORTH 55°56'54" EAST 38.606 FEET; (4) NORTH 82°15'16" EAST 62.602 FEET; (5) NORTH 08°38'53" WEST 55.435 FEET; (6) NORTH 47°41'37" WEST 75.359 FEET; TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 42°18'23" WEST); (7) RUNNING NORTHWESTERLY ALONG THE ARC OF A 60.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°05'10", A DISTANCE OF 27.317 FEET; TO A POINT OF REVERSE CURVE; (8) RUNNING NORTHWESTERLY ALONG THE ARC OF A 50.000 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°55'35", A DISTANCE OF 26.116 FEET; TO THE POINT OF COMPOUND CURVE; (9) RUNNING NORTHWESTERLY ALONG THE ARC OF A 275.000 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°10'22", A DISTANCE OF 0.829 FEET; (10) NORTH 43°40'49" WEST 44.513 FEET; AND (11) SOUTH 46°19'11" WEST 25.000 FEET TO THE NORTHEASTERLY BOUNDARY OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED AS DOC. NO. 20210002225 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; ALSO BEING THE EASTERLY BOUNDARY OF THE DESERT PROVIDENCE SUBDIVISION: THENCE ALONG SAID DEED BOUNDARY THE FOLLOWING (4) FOUR COURSES: (1) NORTH 43°40'49" WEST 314.928 FEET TO A POINT OF CURVATURE; (2) RUNNING NORTHWESTERLY ALONG THE ARC OF A 700.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°14'24", A DISTANCE OF 198.410 FEET; (3) NORTH 27°26'25" WEST 32.974 FEET; AND (4) NORTH 29°24'28" WEST 37.000 FEET; THENCE NORTH 60°35'32" EAST 304.531 FEET TO A POINT OF CURVATURE: THENCE ALONG THE ARC OF A 847.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°16'36", A DISTANCE OF 994.548 FEET; THENCE SOUTH 52°07'52" EAST 380.174 FEET; THENCE SOUTH 37°52'08" WEST 60.567 FEET; ; TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 50°16'50" EAST); RUNNING SOUTHEASTERLY ALONG THE ARC OF A 553.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°20'57", A DISTANCE OF 51.629 FEET; THENCE SOUTH 44°55′53" WEST 75.000 FEET; THENCE SOUTH 35°58′06" WEST 714.664 FEET; THENCE SOUTH 23°08′04" WEST 45.000 FEET; THENCE SOUTH 28°15'44" WEST 125.058 FEET; THENCE NORTH 53°34'24" WEST 97.695 FEET; THENCE NORTH 52°30'44" WEST 306.341 FEET; THENCE SOUTH 89°28'59" WEST 191.502 FEET; THENCE NORTH 34°37′11" WEST 14.607 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,091,544 SQ. FT., (25.058 ACRES)

Exhibit "B" - Parcel Exhibit



4.14.2023



Agenda Date: 06/15/2023 Agenda Item Number: 14

Subject:

Consider approval of a preliminary plat for Desert Reflections at Desert Canyons, a 142-lot single family residential subdivision on 25.06 acres located along Desert Canyons Pkwy. Case No 2023-PP-017.

Item at-a-glance:

Staff Contact: Mike Hadley
Applicant Name: Curt Gordon
Reference Number: 2023-PP-017

Address/Location:

East along Desert Canyons Pkwy

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

This is a proposed preliminary plat located in the Desert Canyons development for 142 single family lots on 25.06 acres. The Planning Commission reviewed the plat and recommended approval to the City Council with a vote of 4-0.

Staff Narrative (need/purpose):

The applicant is proposing to subdivide the 25.06 acre parcel into 142 single family lots providing more residential lots in the community.

Name of Legal Dept approver: Jamie Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of the Desert Reflections at Desert Canyons preliminary plat with a vote of 4-0.



Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **05/09/2023**CITY COUNCIL AGENDA REPORT: **06/15/2023**

Desert Reflections at Desert Canyons

Case No. 2023-PP-017

Request: Consider a request for a one hundred forty-two (142) lot preliminary plat known as

Desert Reflections at Desert Canyons located easterly along Desert Canyons Parkway. The property is 25.06 acres and is zoned PD-R (Planned Development Residential). The applicant is Desert Canyons Development LLC, and the

representative is Curt Gordon. Case No. 2023-PP-017 (Staff – Mike Hadley)

Location: The site is located easterly along Desert Canyons Parkway.

Property: 25.06 acres

Number of Lots: 142

Density: N/A

Zoning: PD-R (Planned Development Residential). The current proposed application (2023-

PDA-007) is to rezone to PD-R.

Adjacent zones: This plat is surrounded by the following zones:

North – PD-R (Planned Development Residential).

South – R-1-12 (Single Family Residential 12,000 minimum lot size). East – R-1-12 (Single Family Residential 12,000 minimum lot size).

West – PD-R (Planned Development Residential).

General Plan: RES (Residential) and MDR (Medium Density Residential).

Applicant: Desert Canyons Development LLC.

Representative: Curt Gordon

Comments: No Comments from staff departments.

RECOMMENDATION PRELIMINARY PLAT:

Staff recommends approval of the Preliminary Plat for the Desert Reflections at Desert Canyons with no conditions:

PLANNING COMMISSION:

The Planning Commission recommended approval with no conditions and a vote of 4-0.

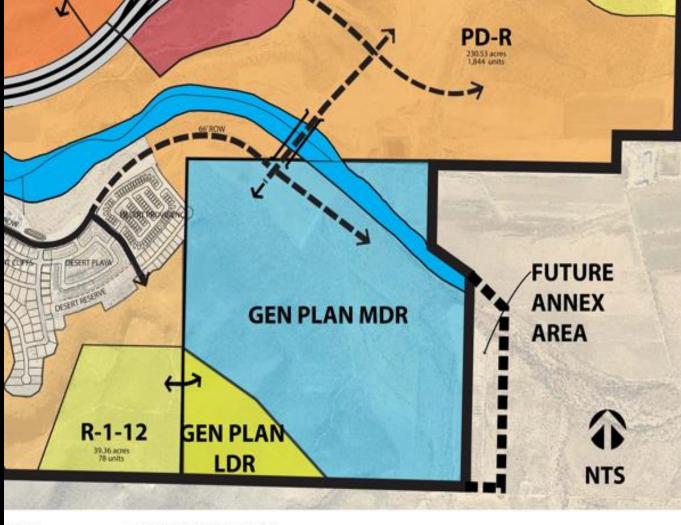
Desert
Reflections at
Desert
Canyons
2023-PP-017



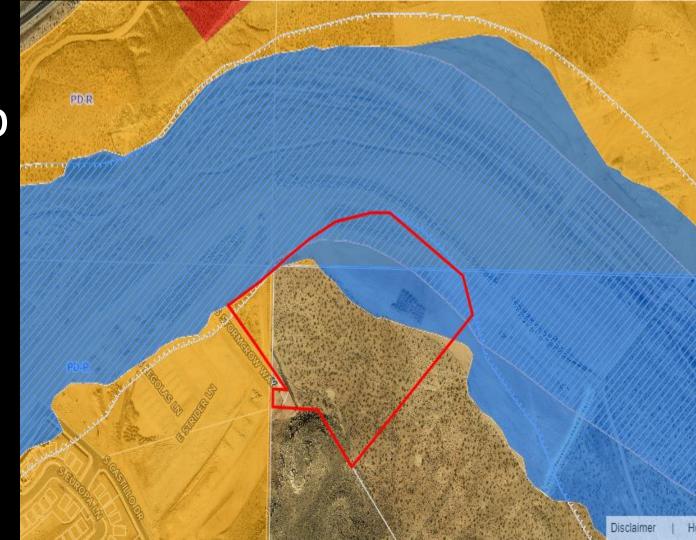
Aerial Map



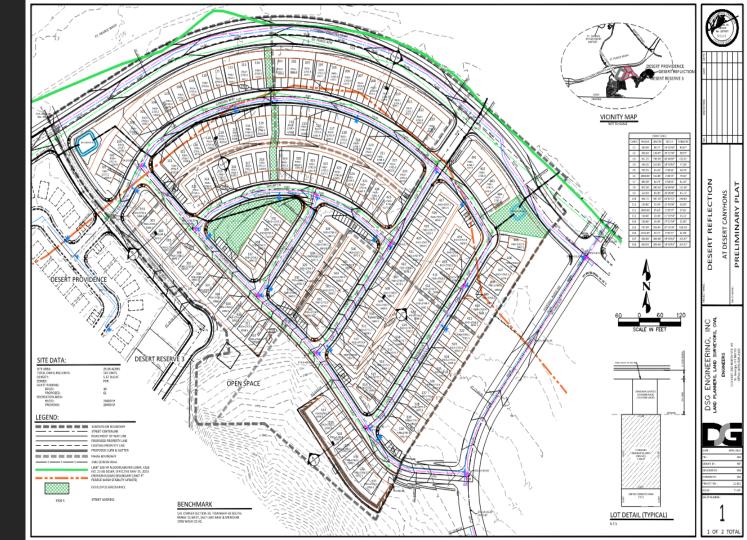
General Plan Map



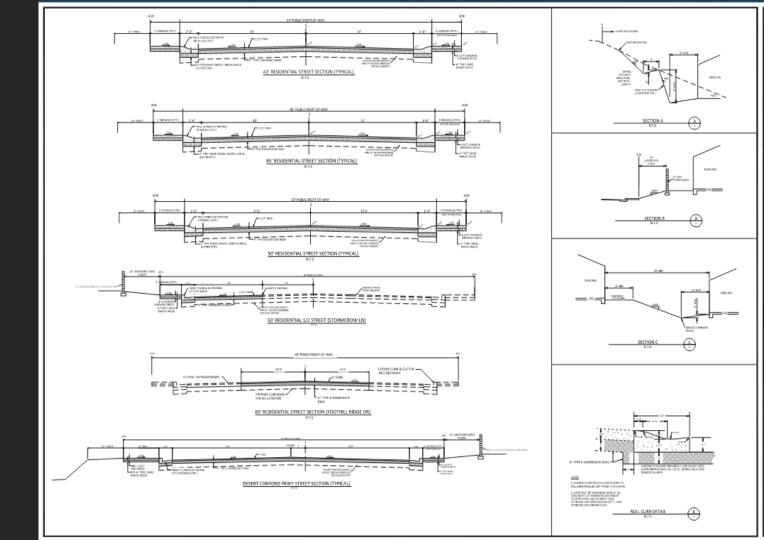
Zoning Map



Preliminary Plat



Road Cross Sections





Agenda Date: 06/15/2023 Agenda Item Number: 15

Subject:

Consider approval of an ordinance to change the zone from R-1-40 (Single Family Residential minimum 40,000 sq. ft. lot size) and M&G (Mining and Grazing) to R-1-20 (Single Family Residential minimum 20,000 sq. ft. lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace Subdivision to allow for a 75-lot single family residential development. Case No 2023-ZC-003.

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Utah State Trust Lands C/O Quality Development/Logan Blake

Reference Number: 2023-ZC-003.

Address/Location:

South of the existing Tonaquint Terrace subdivision.

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

In May of 2006 the General Plan was changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3 have been built. On May 4th of this year there was a General Plan Amendment that changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low Density Residential). The reason for this change and for the proposed zoning change is the city code was updated in 2019. With the changes to the code phases 4-7 of Tonaquint Heights could not comply. The applicant is requesting to change the zone to finish Tonaquint Heights Ph. 4-7. The Planning Commission held a public hearing and recommended approval with a vote of 5-0 and no conditions.

Staff Narrative (need/purpose):

The purpose of this proposed zone change request is to comply with the current city ordinance and finish phases 4-7 on the Tonaquint Heights subdivision with the same density as the original proposal. Currently phases 1-3 have been built.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission reviewed and recommended approval of the Tonaquint Heights Ph.4-7 with a vote of 5-0 and with no conditions.





PLANNING COMMISSION AGENDA REPORT: 05/23/2023 CITY COUNCIL AGENDA REPORT: 06/15/2023

| CITT COUNCIL AGENDA KI | U 13/2025 | | | |
|--|--|--|--|--|
| Zon | Tonaquint Heights Ph. 4-7 Zone Change (Case No. 2023-ZC-003) | | | |
| Request: | Consider approval of an ordinance changing the zoning from R-1-40 (Single Family Residential minimum 40,000 sq ft lot size) and M & G (Mining & Grazing) to R-1-20 (Single Family Residential 20,000 sq ft minimum lot size) on 74.098 acres for the purpose of constructing 75 single family homes. | | | |
| Applicant: | Utah State Trust Lands C/O Quality Development LLC | | | |
| Representative: | Logan Blake | | | |
| Location: | South of the existing Tonaquint Terrace subdivision. | | | |
| Existing General Plan: | LDR (Low Density Residential) | | | |
| Proposed Zoning: | R-1-20 (Single Family Residential, minimum lot size 20,000 sf). | | | |
| Existing Zoning: | R-1-40 (Single Family Residential, minimum lot size 40,000 sf) & M & G (Mining & Grazing). | | | |
| Land Area: | Approximately 74.098 acres | | | |
| Stanton Stanto | Location of Zone Change | | | |



BACKGROUND:

This application is to change the Zone from R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) and M&G (Mining & Grazing) to R-1-20 (Single Family Residential 20,000 sq ft minimum lot size) to build 75 single family residential lots for a density of 0.79 units per acre. In May of 2006 the General Plan was changed from OS (Open Space) to VLDR (Very Low Density Residential) and zoned R-1-40 (Single Family Residential 40,000 sq ft minimum lot size) there was also a site plan for the Tonaquint Heights development. Tonaquint Heights Phases 1-3 have been built.

On May 4th of this year there was a General Plan Amendment that changed the General Plan from VLDR (Very Low Density Residential) to LDR (Low Density Residential). The reason for this change and for the proposed zoning change is the city code was updated in 2019. With the changes to the code phases 4-7 of Tonaquint Heights could not comply. The applicant is requesting to change the zone to finish Tonaquint Heights Ph. 4-7. The site plan has been updated and is in the packet. The zoning to the north is R-1-10 & M&G, south is Open Space, to the east is Open Space and to the west is Open Space.

PLANNING COMMISSION:

The Planning commission reviewed and recommended approval of the Tonaquint Heights Ph. 4-7 to the City Council with a vote of 5-0 and no conditions.

RECOMMENDATION:

Staff recommend approval of the zone change.

ALTERNATIVES:

- 1. Recommend approval of this Zone Change.
- 2. Recommend denial of this Zone Change.
- 3. Table the proposed Zone Change to a specific date.

POSSIBLE MOTION:

The Planning Commission recommends approval to the City Council for the Zone Change for Tonaquint Heights Ph. 4-7.

FINDINGS FOR APPROVAL:

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

Narrative

Property Location and Purpose of Tonaquint Heights Zone Change

The subject property is a <u>74.098 acre</u> parcel South of the Tonaquint Terrace — Phases 1-4 subdivisions and west of the Tonaquint Heights — Phases 1-3 subdivisions. The purpose of this zone change is for the improvement of the property for residential <u>single family</u> homes.

A. Use of Land

The projected use of the property is to create R-1-20 lots. The current zoning on the property is R-1-40 (71.9 acres) and Gravel and Grazing (2.16 acres).

TONAQUINT HEIGHTS PH. 4-7

CASE NO. 2023-ZC-003

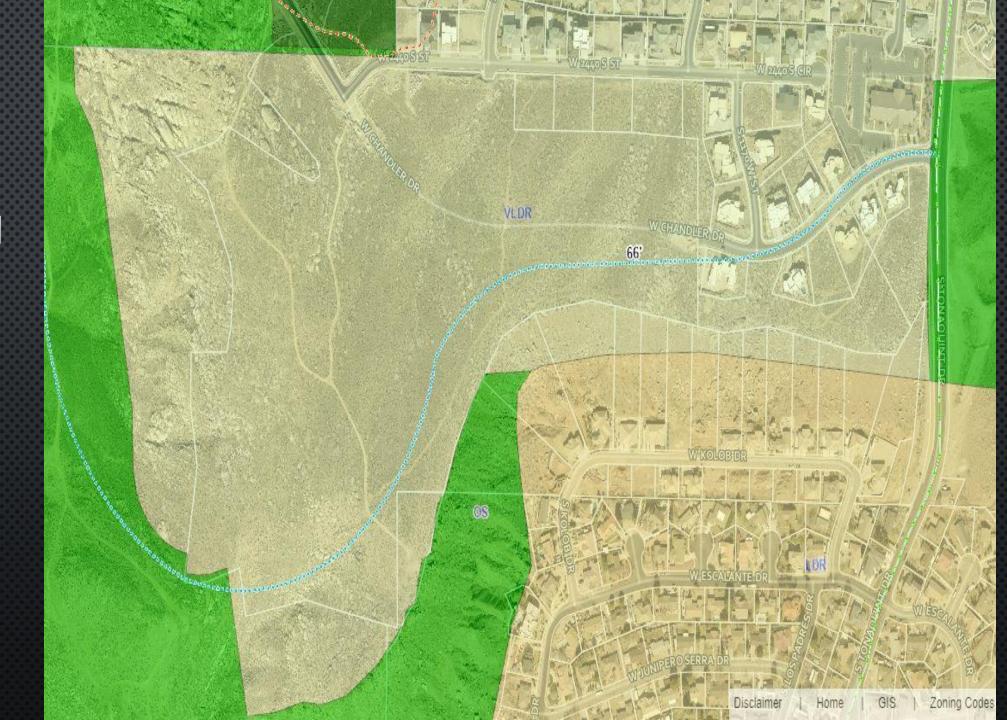
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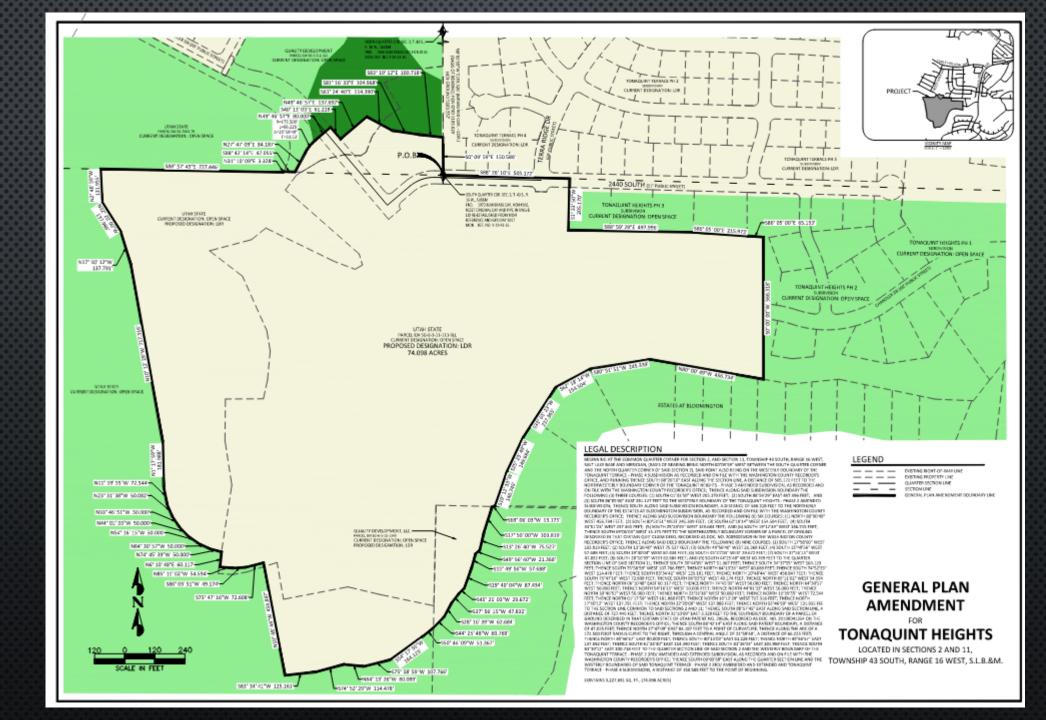
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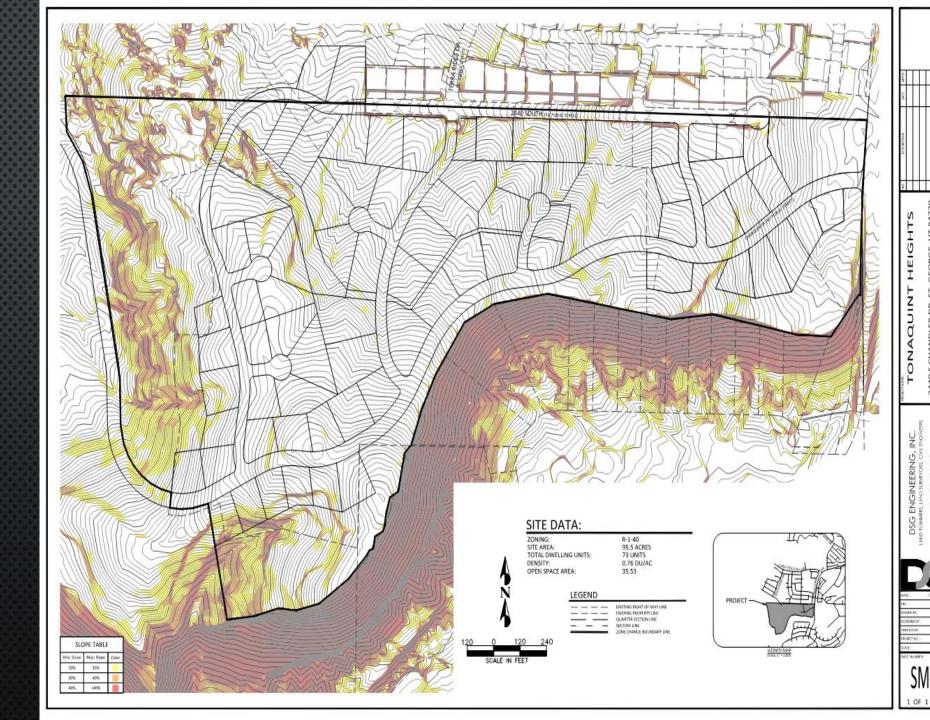
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LAND USE
DESIGNATION



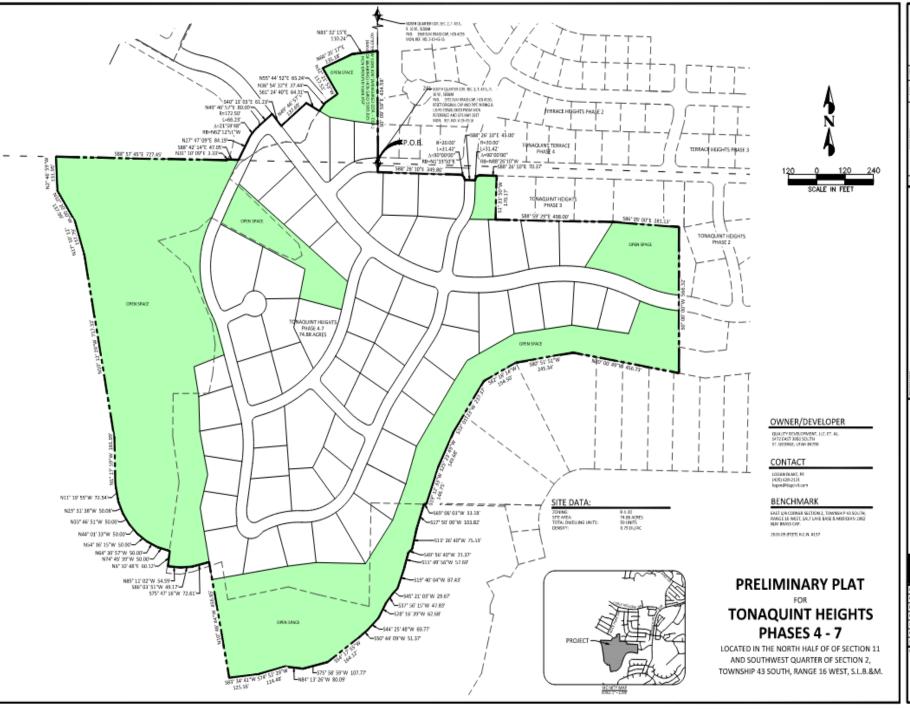
PROPOSED SITE



ORIGINAL SITE PLAN



PROPOSED SITE PLAN WITH OPEN SPACE





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| ORDINANCE NO. | |
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| | |

AN ORDINANCE TO CHANGE THE ZONE FROM R-1-40 (SINGLE FAMILY RESIDENTIAL MINIMUM 40,000 SQ FT LOTS) AND M&G (MINING & GRAZING) TO R-1-20 (MINIMUM 40,000 SQ FT LOTS) ON APPROXIMATELY 74.098 ACRES LOCATED SOUTH OF THE EXISTING TONAQUINT TERRACE SUBDIVISION TO ALLOW FOR A 75 LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT.

(TONAQUINT HEIGHTS PHASES 4-7)

WHEREAS, the property owner has requested a zone change from R-1-40 (Single Family Residential minimum 40,000 sq ft lot size) and M&G (Mining & Grazing) to R-1-20 (minimum 20,000 sq ft lot size) on approximately 74.098 acres located south of the existing Tonaquint Terrace subdivision to allow for a 75 lot single family residential development: and

WHEREAS, the Planning Commission held a public hearing on the request on May 23, 2023; where the planning commission recommended approval with a vote of 5-0 with no conditions.

WHEREAS, the City Council held a public meeting on this request on June 15, 2023; and

WHEREAS, the City Council has determined that the requested zone change to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from R-1-40 (Single Family Residential minimum 40,000 sq ft lot size) and M&G (Mining & Grazing) to R-1-20 (Single Family Residential minimum 40,000 sq ft lot size). The zone change and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A," and parcel exhibit, incorporated herein as Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat. In the event a final plat is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 15th day of June 2023.

| CITY OF ST. GEORGE: | ATTEST: |
|------------------------|------------------------------------|
| | |
| Michele Randall, Mayor | Christina Fernandez, City Recorder |

| APPROVED AS TO FORM: City Attorney's Office | VOTING OF CITY COUNCIL: |
|--|-------------------------|
| | Councilmember Hughes |
| | Councilmember McArthur |
| | Councilmember Larkin |
| | Councilmember Larsen |
| Jami Brackin, Deputy City Attorney | Councilmember Tanner |
| | |

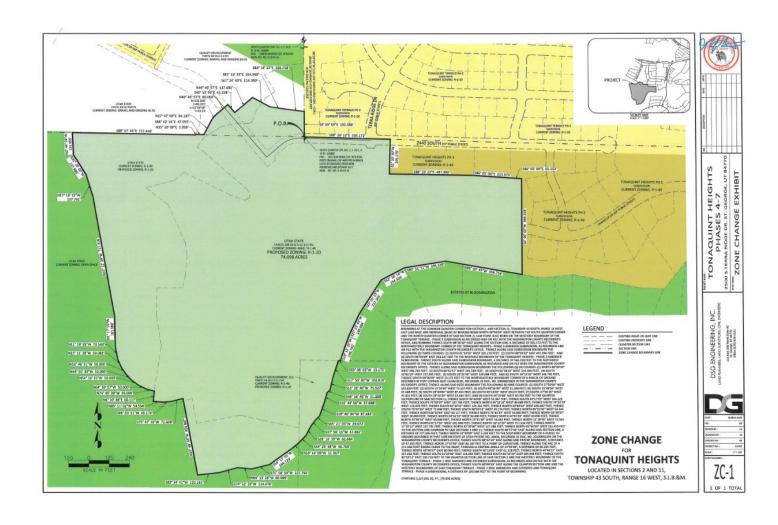
Exhibit "A" - Legal Description

LEGAL DESCRIPTION

BEGINNING AT THE COMMON QUARTER CORNER FOR SECTION 2, AND SECTION 11, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 00°09'59" WEST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 2), SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF THE TONAQUINT TERRACE - PHASE 4 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, AND RUNNING THENCE SOUTH 88"26'10" EAST ALONG THE SECTION LINE, A DISTANCE OF 505.172 FEET TO THE NORTHWESTERLY BOUNDARY CORNER OF THE TONAQUINT HEIGHTS - PHASE 3 AMENDED SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (3) THREE COURSES: (1) SOUTH 01°33'50" WEST 205.170 FEET; (2) SOUTH 88°59'29" EAST 497.996 FEET; AND (3) SOUTH 86°05'00" EAST 281.127 FEET TO THE WESTERLY BOUNDARY OF THE TONAQUINT HEIGHTS - PHASE 2 AMENDED SUBDIVISION; THENCE SOUTH ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 566.318 FEET TO THE NORTHERLY BOUNDARY OF THE ESTATES AT BLOOMINGTON SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (6) SIX COURSES: (1) NORTH 80°00'49" WEST 456.734 FEET; (2) SOUTH 80*51'51" WEST 245.339 FEET; (3) SOUTH 62*18'14" WEST 154.504 FEET; (4) SOUTH 33°01'23" WEST 237.365 FEET; (5) SOUTH 25°23'49" WEST 149.684 FEET; AND (6) SOUTH 19°12'33" WEST 146.745 FEET; THENCE SOUTH 69°06'03" WEST 13.175 FEET TO THE NORTHEASTERLY BOUNDARY CORNER OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED, RECORDED AS DOC. NO. 20090025829 IN THE WASHINGTON COUNTY RECORDER'S OFFICE: THENCE ALONG SAID DEED BOUNDARY THE FOLLOWING (9) NINE COURSES: (1) SOUTH 17*50'00" WEST 103.819 FEET; (2) SOUTH 13"26'40" WEST 75.527 FEET; (3) SOUTH 49"56'40" WEST 21.368 FEET; (4) SOUTH 15"49'56" WEST 57.688 FEET; (5) SOUTH 19°40'04" WEST 87.434 FEET; (6) SOUTH 45°21'03" WEST 29.672 FEET; (7) SOUTH 37°56'15" WEST 47.832 FEET; (8) SOUTH 28*16'39" WEST 62.684 FEET; AND (9) SOUTH 44*25'48" WEST 60.769 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 11; THENCE SOUTH 50°44'09" WEST 51.367 FEET; THENCE SOUTH 54°17'55" WEST 164.123 FEET; THENCE SOUTH 75°58'59" WEST 107.766 FEET; THENCE NORTH 84°13'26" WEST 80.089 FEET; THENCE SOUTH 74°52'29" WEST 114.478 FEET; THENCE SOUTH 83°34'41" WEST 125.161 FEET; THENCE NORTH 10°48'44" WEST 456.847 FEET; THENCE SOUTH 75"47'16" WEST 72.608 FEET; THENCE SOUTH 86"03'51" WEST 49.174 FEET; THENCE NORTH 85"11'02" WEST 54.594 FEET; THENCE NORTH 06*10'48" EAST 60.117 FEET; THENCE NORTH 74*45'39" WEST 50.000 FEET; THENCE NORTH 64*30'57" WEST 50.000 FEET; THENCE NORTH 54°16'15" WEST 50.000 FEET; THENCE NORTH 44°01'33" WEST 50.000 FEET; THENCE NORTH 33*46'51" WEST 50.000 FEET; THENCE NORTH 23*31'38" WEST 50.082 FEET; THENCE NORTH 11*19'55" WEST 72.544 FEET; THENCE NORTH 01*17'59" WEST 181.988 FEET; THENCE NORTH 10*12'29" WEST 717.316 FEET; THENCE NORTH 17*10'12" WEST 137.791 FEET; THENCE NORTH 32*20'00" WEST 137.986 FEET; THENCE NORTH 02*46'59" WEST 131.955 FEET TO THE SECTION LINE COMMON TO SAID SECTIONS 2 AND 11; THENCE SOUTH 88°57'45" EAST ALONG SAID SECTION LINE, A DISTANCE OF 727.446 FEET; THENCE NORTH 31°10'09" EAST 3.328 FEET TO THE SOUTHERLY BOUNDARY OF A PARCEL OF GROUND DESCRIBED IN THAT CERTAIN STATE OF UTAH PATENT NO. 20636, RECORDED AS DOC. NO. 20190041354 ON THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 88"42'14" EAST ALONG SAID PATENT BOUNDARY, A DISTANCE OF 47.055 FEET; THENCE NORTH 27*47'09" EAST 84.187 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 172.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°59'48", A DISTANCE OF 66.225 FEET; THENCE NORTH 49°46'57" EAST 80.000 FEET; THENCE SOUTH 40°13'03" EAST 61.228 FEET; THENCE NORTH 49°46'57" EAST 137.692 FEET; THENCE SOUTH 61*24'40" EAST 114.390 FEET; THENCE SOUTH 81*16'33" EAST 104.968 FEET; THENCE SOUTH 83*19'12" EAST 100.718 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 2 AND THE WESTERLY BOUNDARY OF THE TONAQUINT TERRACE - PHASE 2 3RD/ AMENDED AND EXTENDED SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE: THENCE SOUTH 00"09'59" EAST ALONG THE QUARTER SECTION LINE AND THE WESTERLY BOUNDARIES OF SAID TONAQUINT TERRACE - PHASE 2 3RD/ AMENEDED AND EXTENDED AND TONAQUINT TERRACE - PHASE 4 SUBDIVISIONS, A DISTANCE OF 150.588 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,227,691 SQ. FT., (74.098 ACRES)

Exhibit "B" - Parcel Exhibit





Agenda Date: 06/15/2023 Agenda Item Number: 16

Subject:

Consider approval of an ordinance amending an approved PD-R (Planned Development Residential) on approximately 34.26 acres known as Planning Area 1 (PA-1) in the Divario development agreement master plan with site plan and elevations and conditions of approval from the Planning Commission. Case No. 2023-PDA-004

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Grey Garza (RDG, LLC)

Reference Number: 2023-PDA-004

Address/Location:

The property is generally located southeast of the Gap Canyon Pkwy and 1790 West intersection

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

In 2021, the City Council approved a zone change on the subject property from R-1-10 to PD-R. The proposed Planned Development was for 500 residential units. The applicant now desires to amend the layout of the site and the elevations of the buildings and reduce the number of units to 464 units. As such, the site is required to go through the PD amendment process. The Planning Commission held a public hearing on the request and recommended to forward a positive recommendation to City Council with a 6-0 vote.

Staff Narrative (need/purpose):

In order to make the desired changes to the site, a PD amendment is necessary in order the Planning Commission and City Council to approve the changes.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on the request and, with a 6-0 vote, recommended approval of the application with the following conditions:1. That a site plan is submitted for approval prior to any construction on the site.2. That covered parking is provided in accordance with St. George city code.3. That a second access from the townhomes onto Sky Rocket Road is provided until such a time that access can be provided to the master-planned road to the east even if the far north-east building has to be eliminated to do so.4. That consistent with 10-7G-2(C) of the City Code a final plat and/or final construction drawings must be approved within one (1) year of this approval. Failure to obtain a final approved plat within the required time period shall result in the zone change and this approval to be vacated and rendered null and void.

| ORDINANCE | NO. | |
|-----------|-----|--|
| | | |

AN ORDINANCE AMENDING AN APPROVED PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 34.26 ACRES KNOWN AS PLANNING AREA 1 (PA-1) IN THE DIVARIO DEVELOPMENT AGREEMENT MASTER PLAN WITH SITE PLAN AND ELEVATIONS AND CONDITIONS OF APPROVAL FROM THE PLANNING COMMISSION.

(Circolo Villas)

WHEREAS, the property owner has requested an amendment to the existing PD-R (Planned Development Residential) zone on approximately 34.26 acres, to change the layout of the approved multi-family buildings and townhomes including reducing the number of units from 500 to 463, and to amend the elevations of the building on the site that is generally located at the south-east of the Gap Canyon Parkway and 1790 West intersection; and

WHEREAS the proposed amendment conforms to the Development Agreement for Divario; and

WHEREAS, the Planning Commission held a public hearing on this request on May 23, 2023 and recommended approval with a 6-0 vote with the following conditions:

- 1. That a site plan is submitted for approval prior to any construction on the site.
- 2. That covered parking is provided in accordance with St. George city code.
- 3. That a second access from the townhomes onto Sky Rocket Road is provided until such a time that access can be provided to the master-planned road to the east even if the far north-east building has to be eliminated to do so.
- 4. That consistent with §10-7G-2(C) of the City Code a final plat and/or final construction drawings must be approved within one (1) year of this approval. Failure to obtain a final approved plat within the required time period shall result in the zone change and this approval to be vacated and rendered null and void; and

WHEREAS, the City Council considered the matter at a public meeting on June 15, 2023; and

WHEREAS, there is good cause to amend the PD-R and no public street or utility easement will be vacated and the amendment is justified at this time, and 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 approved planned development within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of the modified site plan, elevations, and conceptual landscape plans. The planned development location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

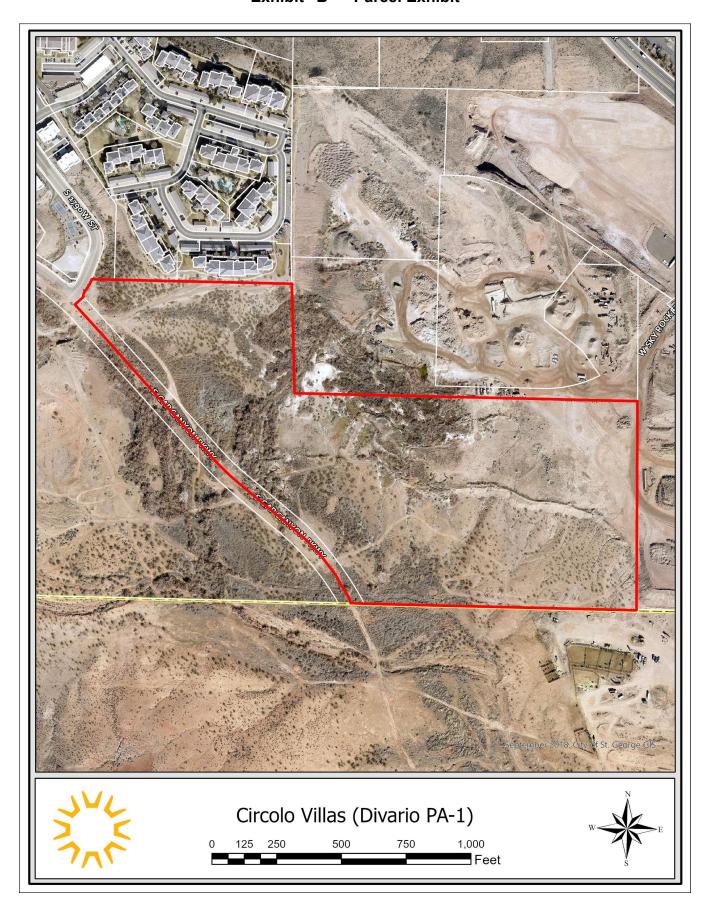
| ATTEST: |
|---|
| Christina Fernandez, City Recorder |
| VOTING OF CITY COUNCIL: Councilmember Hughes |
| Councilmember McArthur Councilmember Larkin Councilmember Larsen Councilmember Tanner |
| |

Exhibit "A" – Legal Description

BEGINNING AT A POINT THAT IS SOUTH 00°14'30" WEST 523.80 FEET ALONG THE CENTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 35. TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°14'30" WEST 807.63 FEET ALONG THE CENTER SECTION LINE: THENCE NORTH 88°36'11" WEST 1100.82 FEET TO A POINT ON A NON-TANGENT 800.00-FOOT RADIUS CURVE TO THE LEFT: THENCE NORTHWESTERLY 351.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°09'49" (CHORD BEARING NORTH 37°25'44" WEST 348.53 FEET) TO A POINT OF TANGENCY; THENCE NORTH 50°00'39" WEST 295.22 FEET TO A POINT OF TANGENCY ON A 1000.00-FOOT RADIUS **CURVE TO THE RIGHT: THENCE NORTHWESTERLY 142.03 FEET ALONG SAID CURVE** THROUGH A CENTRAL ANGLE OF 08°08'16" (CHORD BEARING NORTH 45°56'30" WEST 141.91 FEET) TO A POINT OF TANGENCY; THENCE NORTH 41°52'22" WEST 747.84 FEET TO A POINT OF TANGENCY ON A 940.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 30.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°50'33" (CHORD BEARING NORTH 42°47'40" WEST 30.23) TO A POINT AT THE END OF GAP CANYON PARKWAY; THENCE NORTH 46°12'51" EAST 40.48 ALONG SAID ROAD TO A POINT ON A NON-TANGENT 25.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 36.11 FEET ALONG SAID CURVE AND ROAD THROUGH A CENTRAL ANGLE OF 82°45'31" (CHORD BEARING NORTH 02°24'24" WEST 33.05 FEET) TO THE EAST RIGHT OF WAY OF 1790 WEST STREET AND TO A POINT ON A TANGENT 175.00-FOOT CURVE TO THE LEFT; THENCE NORTHEASTERLY 53.68 FEET ALONG SAID CURVE AND ROAD THROUGH A CENTRAL ANGLE OF 17°34'30" (CHORD BEARING NORTH 30°11'07" EAST 53.47 FEET) TO A POINT OF TANGENCY; THENCE NORTH 21°23'52" EAST 1.28 FEET ALONG SAID ROAD; THENCE LEAVING SAID ROAD SOUTH 88°42'01" EAST 89.01 FEET; THENCE SOUTH 00°27'28" WEST 0.88 FEET; THENCE SOUTH 88°41'52" EAST 684.97 FEET TO A POINT THAT IS SOUTH 01°30'19" EAST 101.71 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 35; THENCE SOUTH 01°30'19" EAST 421.41 FEET ALONG SAID QUARTER SECTION LINE; THENCE SOUTH 88°36'29" EAST 1323.94 FEET TO SAID CENTER SECTION LINE AND TO THE POINT OF BEGINNING.

CONTAINING 34.268 ACRES.

Exhibit "B" - Parcel Exhibit





PLANNED DEVELOPMENT AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 05/23/2023 CITY COUNCIL AGENDA REPORT: 06/15/2023

PD Amendment

Circolo Villas (Divario PA-1)

Case No. 2023-PDA-004

Request: Consider a PD amendment to the previously approved Divario

Planning Area PA-1 Multi-Family Project PD (Planned

Development).

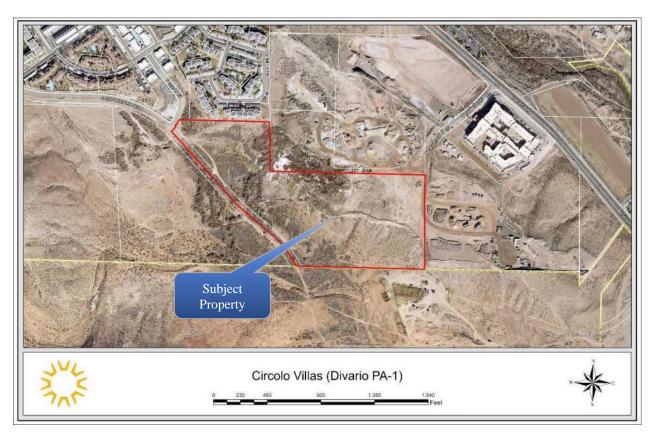
Applicant: RDG, LLC

Representative: Grey Garza

Area: 34.27 Acres

Location: The property is generally located south-east of the Gap Canyon

Pkwy and 1790 West intersection.



Circolo Villas (Divario PA-1)

Current Zone: PD-R (Planned Development Residential)

General Plan: MDR (Medium Density Residential), OS (Open Space)

Divario Land Use Plan: High Density (up to 15 units per acre)

Background:

The property was annexed as part of the Plantations Land in 1994. A PD (Planned Development) was approved on at least two separate occasions, but upon failure to construct, expired and reverted back the R-1-10 zoning (current zoning). In 2007, a development agreement was approved between the developer and the city. The development at the time was called "The Lakes". The name has since changed to "Divario". An updated development agreement was approved in 2014 which sets forth the parameters of the development, planning areas, etc.

Under the Development Agreement, PA-1 was approved as a development area consisting of 28.09 acres with density of up to 15 units per acre (maximum 421 residential units).

In 2021, Planning Commission and City Council both voted unanimously to approve a zone change on the property from R-1-10 to PD-R through Ordinance 2021-08-010. The proposed Planned Development was for 500 residential units over 34.24 acres both of which were in excess of what the Development Agreement allowed.

The Development Agreement, Section 13.B.i allows the Master Developer, Divario to transfer or shift units from one planning area to another planning area "...provided that the overall maximum density for the Planned Community is not exceeded, and provided that the maximum density in any one Planning Area does not exceed the maximum density permitted in any given Planning Area in the Master Plan..." The master developer has transferred 43 units of density from PA-12 (Varano Vista) which had an excess of 103 units to PA-1 bringing the total number of units in PA-1 to 464.

Of the 34.24 acres which were part of the PD-R zone approval, 3.43 acres are designated as unimproved open space which must be dedicated to the City. It cannot be counted as development acreage when calculating density. Of the remaining density, (30.81 acres) some (approx. 2 acres) was to be used for the completion of Gap Canyon Drive, leaving a development parcel of 28.09 acres. If the open space land is removed and the remaining 30.81 acres is used to calculate the density of the proposed project (464 units) the overall density would be 15.06 units per acre which is just above the allowed 15 units per acre. If only the 28.09 acres for the planned area is used to calculate the overall density of 464 units, the density would be 16.5 units per acre which is in excess of the maximum allowed 15 units per acre and is in excess of the density allowed in any other planning area. It is typical to use acreage including roadways to calculate density.

With each project or plat within the Divario Development, the Master Developer is supposed to provide an overall unit count to track the number of units which have been approved or platted. The current unit count is:

Circolo Villas (Divario PA-1)

Approved units: 1550 Platted units: 503

Maximum number of units allowed: 3196

If this project is approved at 464 units, it will bring the approved unit count to 2014 units.

Proposed Site Details:

The site is free from any buildings but is adjacent to property that has been used as a gravel extraction site for many years and was rezoned for residential and commercial uses (Grand Views at Green Valley). It is also directly south of the Las Palmas Resort. That said, the bulk of the property is not adjacent to existing development. Finally, and very importantly, the Divario development agreement land use map (Exhibit B) depicts an area 3.43 acres in area that makes up the northern portion of this property which is to be left completely undisturbed and as described above may not be counted toward the density of the project.

The proposed site plan illustrates essentially two distinct areas, a townhome development, and a stacked apartment development. The site plan depicts 20 townhome buildings with a total of 92 units. The site plan also depicts 14, 24-plex apartment buildings for a total of 336 units and one 36-plex building. In all, the applicant is proposing 464 units, down from the 500 units previously approved.

The General Plan calls for open space on the northern portion of the property adjacent to Las Palmas which they are complying with. More is said about Hillside requirements below.

<u>Parking</u>: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 464 units, this would yield a total requirement of 1,083 stalls (2x464=928+155 guest stalls). 464 of the stalls must be covered (garages may be included). All covered stalls will need to be identified on the final site plan. The site provides a total of 1,274 stalls which meets the requirement for both resident and guest parking. A breakdown of the parking can be found on the submitted site plan.

<u>Access:</u> The site shows access onto Sky Rocket Drive. The Fire Department has reviewed the access and has approved it with one exception. They require a second access into the townhome phase which they are showing stubbing to the master-planned road to the east. Until that road is built, the applicant needs to provide a second access onto Sky Rocket Road to satisfy the Fire Department. Staff has spoken with the applicant about potentially eliminating the far north-east townhome building to provide access until such a time that they can connect to the preferred road to the east. Timing on that road is unknown at this time.

<u>Elevations</u>: There are two proposed styles of buildings. The first is a stacked apartment building; fourteen 24-plex and one 36-plex. This building is three/four-story building and is 39' tall, from

average finished grade to the top of the coping, which complies with the standards found in the code which sets the maximum height at 40' in a PDR. The materials to be used are varying

Circolo Villas (Divario PA-1)

colors of stucco, stone, and brick. The materials and colors have been chosen to complement each other. One of the primary reasons for this amendment is to alter the architecture of the building and to use the building itself as retaining since there is significant slope on the property. In doing so, one side will be three stories while the other side will be four. The first story are the garages. Each 24-plex will have 12 garages and the 36-plex will have 18 garages.

The townhomes are proposed to be two, three, and five-plex and will be made of similar materials and colors. The townhomes will also be slightly shorter at 36' tall, also complying with the height requirements for the PD-R zoning.

<u>Landscaping/Amenities</u>: The site is required to maintain a minimum of 30% landscaping/open space. The site has been designed with 40% formal landscaping and to be clear, the site is not allowed to count the open, undisturbed areas shown on the Divario Exhibit 'B' as non-disturbable, 3.44-acre open space parcel. Additionally, a multi-family development must provide usable recreation areas, in this case at least 92,800 sq ft. The applicant is indicating over 484,702 sq ft of open space with approximately 106,350 sq ft usable amenity area. The site depicts a perimeter trail, three playgrounds, three dog parks, four pickleball courts, eighty BBQ areas, one pool and a clubhouse. The details on all of the amenities and landscaping will be reviewed at the time of site plan but are noted on the site plan.

<u>Hillside Review</u>: The entire Divario site was reviewed by the Hillside Review Board (HSRB) as part of the initial approvals. In so doing, the Board designated some areas as okay to develop, some that needed further review in the future and some that would be okay to develop if they weren't encroaching into 20% or greater slope. PA 1 falls into the third category. There are some areas greater than 20% which have been designated manmade and exempt slope area on the property which the applicant will encroach into otherwise the applicant is keeping out of the 20% slope area and therefore will not need further review by the HSRB. (See Hillside Exhibit in presentation).

Staff Comments: From the beginning, staff has had a concern about the project's scale, especially in relation to the other projects in the area. This revision decreases the number of units from the previous approval which is a good direction. Though this project will likely have less direct impact on existing development than some of the other recently proposed planning areas, there is still an impact to the road system in the area. That said, this particular project has the benefit of being at the intersection of Gap Canyon Pkwy and Sky Rocket Road. Sky Rocket will take a bulk of people directly to Dixie Drive and Gap Canyon will take traffic to the south once it is completed.

Recommendation and PC Hearing:

On May 23, 2023, the Planning Commission held a public hearing to receive input on the proposed PD amendment and after review of the application and a 6-0 vote, recommends approval of the application as proposed with the following conditions:

- 1. That a site plan is submitted for approval prior to any construction on the site.
- 2. That covered parking is provided in accordance with St. George city code.

Circolo Villas (Divario PA-1)

- 3. That a second access from the townhomes onto Sky Rocket Road is provided until such a time that access can be provided to the master-planned road to the east even if the far north-east building has to be eliminated to do so.
- 4. That consistent with §10-7G-2(C) of the City Code a final plat and/or final construction drawings must be approved within one (1) year of this approval. Failure to obtain a final approved plat within the required time period shall result in the zone change and this approval to be vacated and rendered null and void.

City Council Alternatives:

- 1. Approve the application as presented.
- 2. Approve the application with conditions.
- 3. Deny the application.
- 4. Continue the proposed PD amendment to a date in the future.

Possible Motion: "I move that we approve the PD amendment for Circolo Villas as presented, case no. 2023-PDA-004, based on the findings and subject to the conditions listed in the staff report, (and as modified by the following conditions) ..."

Findings for Approval:

- 1. That a PD (Planned Development) amendment application was filed by the applicant in accordance with St. George city code.
- 2. Sky Rocket Road will connect the site directly to Dixie Drive, alleviating some traffic concerns on Gap Canyon Pkwy and Canyon View Drive.
- 3. Based upon an acreage of 30.81 acres, the overall density meets the requirements of the Divario master plan of 15 units per acre.
- 4. The amendment reduces the number of units on the site.
- 5. The amendment complies with the open space requirement of the development agreement and the code.
- 6. That approval of the PD amendment is in the best interest of the health, safety and welfare of the citizens of St. George.

CC 2023-PDA-004 Circolo Villas (Divario PA-1)

EXHIBIT A

APPLICANT NARRATIVE



Letter of Intent

Property:

Circolo Villas

Divario PA-1 St. George UT

To Whom it May Concern,

The Rich Day Group is requesting a modification to the originally approved Zone Change received on August 19, 2021. RDG has been working with staff over the course of the past several months. Both RDG and the City has come forward with the amendments. Staff approached us early following the original approval on a traffic master plan amendment that would have an immediate impact to the original site plan presented with our original application. The proposed road adjustment would push into our southern boundary and take 30' of property to accommodate the City.

Needless to say, this caused us great grief and it took a full-scale effort to reevaluate the entire property. In hindsight, this allowed us to revisit grades, amenities, and the overall functionality of the project. Going through some of the proposed changes, the following is a list of the highlights:

- Apartment Architectural Style The previous design had the buildings pushed out to the perimeter of the property, requiring massive retaining walls. The new design afforded us to utilize the existing slopes of the property. By pushing the buildings into the hillside, we were able to dramatically reduce the amount of retaining walls, while also incorporating tuck-under garages in many of the units as well as preserving the natural topography of the property.
- Upgraded Amenity Package The original amenity package included Playgrounds, Dog Runs, Pickle Ball Courts, and Wide Trails. This new design allowed us to add a Residential Service building, Clubhouse, & Pool. The additional amenities will rival many luxury resorts in the area.
- Improved Functionality and Conservation The proposed overall development density has been reduced by 37 units. This allows for a more spacious design and an overall improved "flow" of the project. This proposal offers a much larger Open Space square footage than required by code. Keeping Utah's water conservation in mind, we plan to lead with Xeriscape, allowing our residents to have functional space for animals and other outdoors activities.

Best Regards,

Mark Garza

Project Manager

2262 S 1200 W, Suite 103

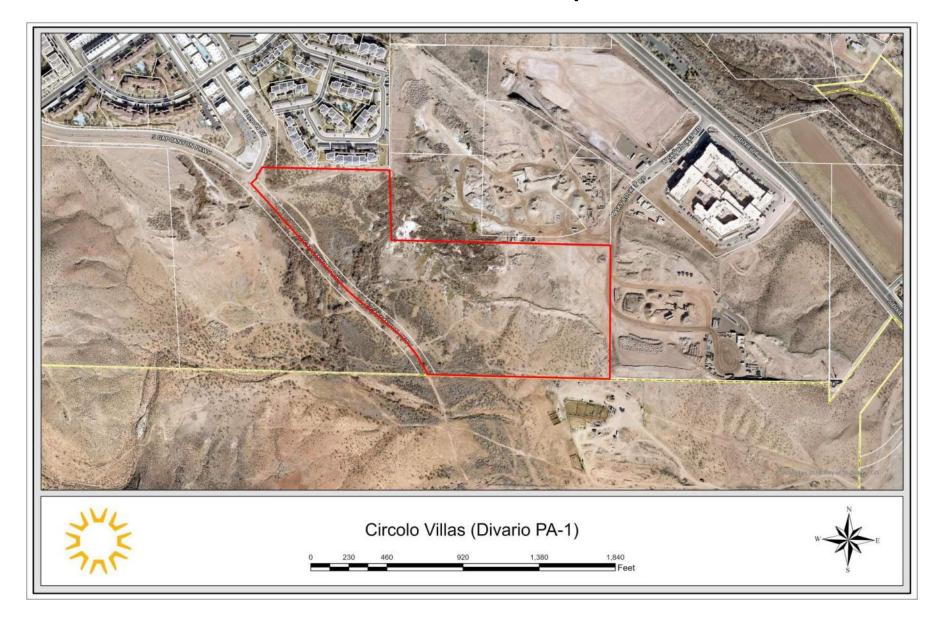
Woods Cross, UT 84087

EXHIBIT B

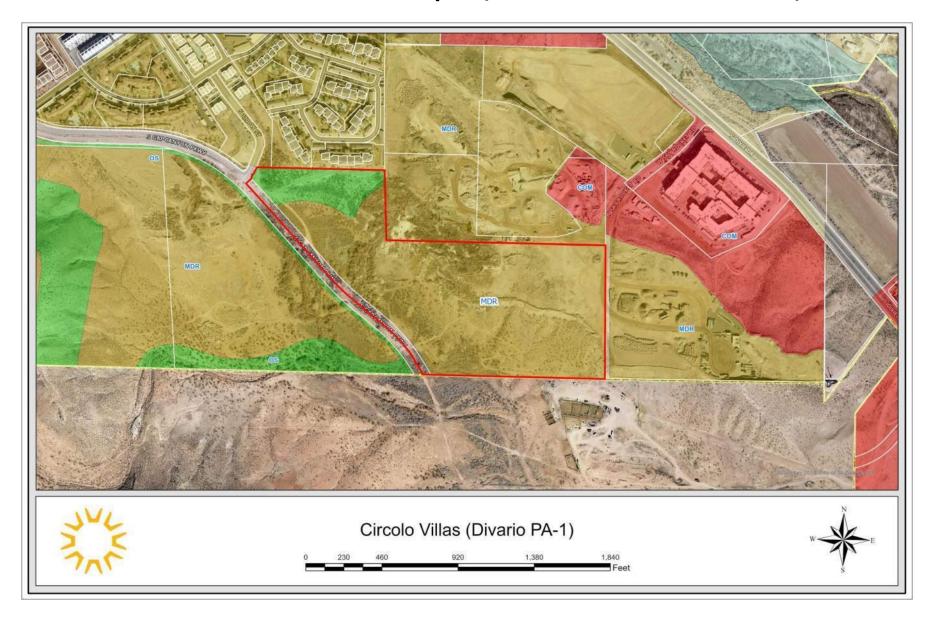
POWERPOINT PRESENTATION



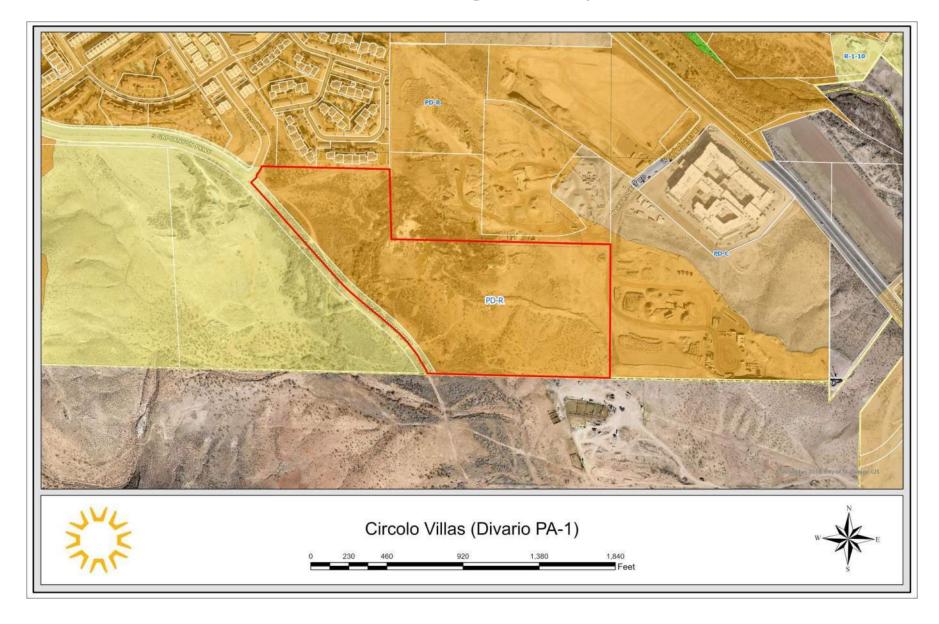
Aerial Map



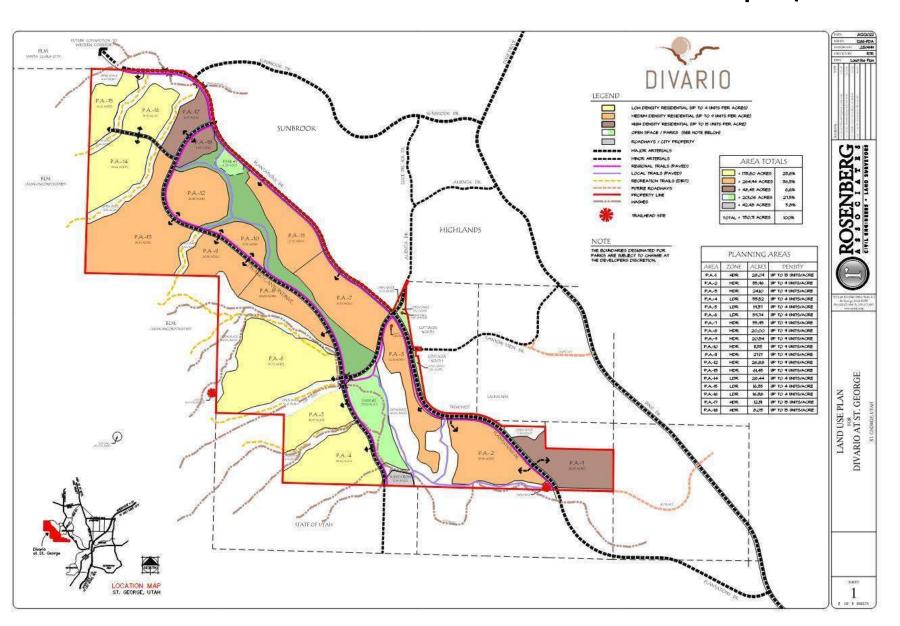
Land Use Map (General Plan)



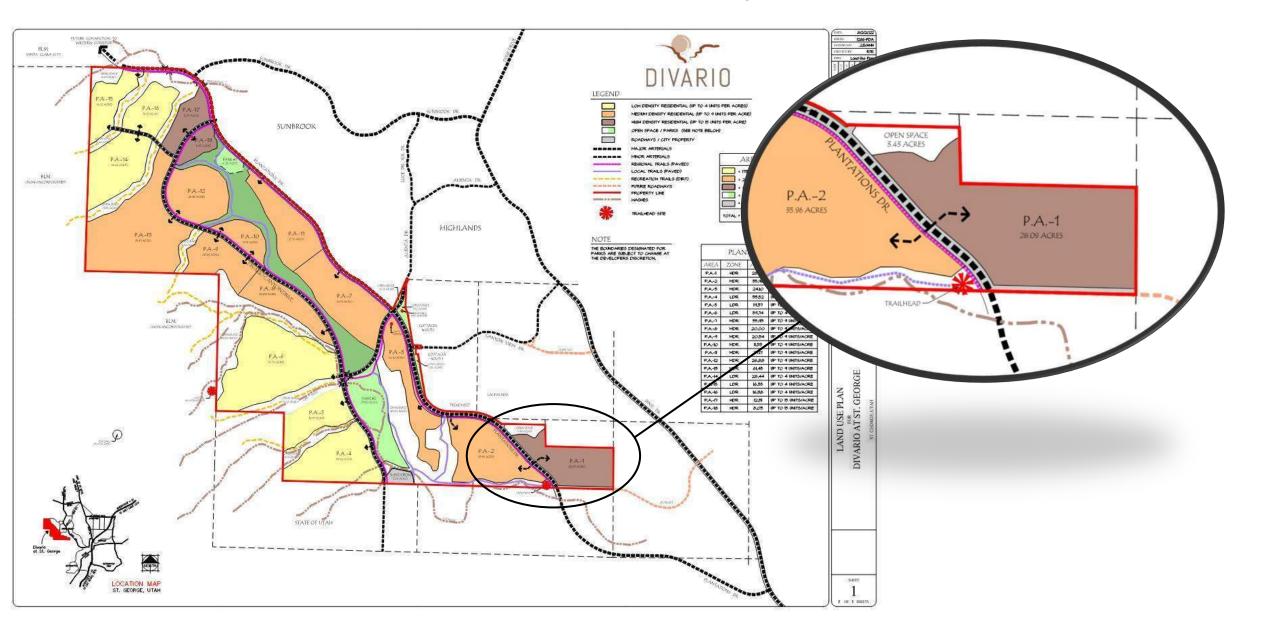
Zoning Map



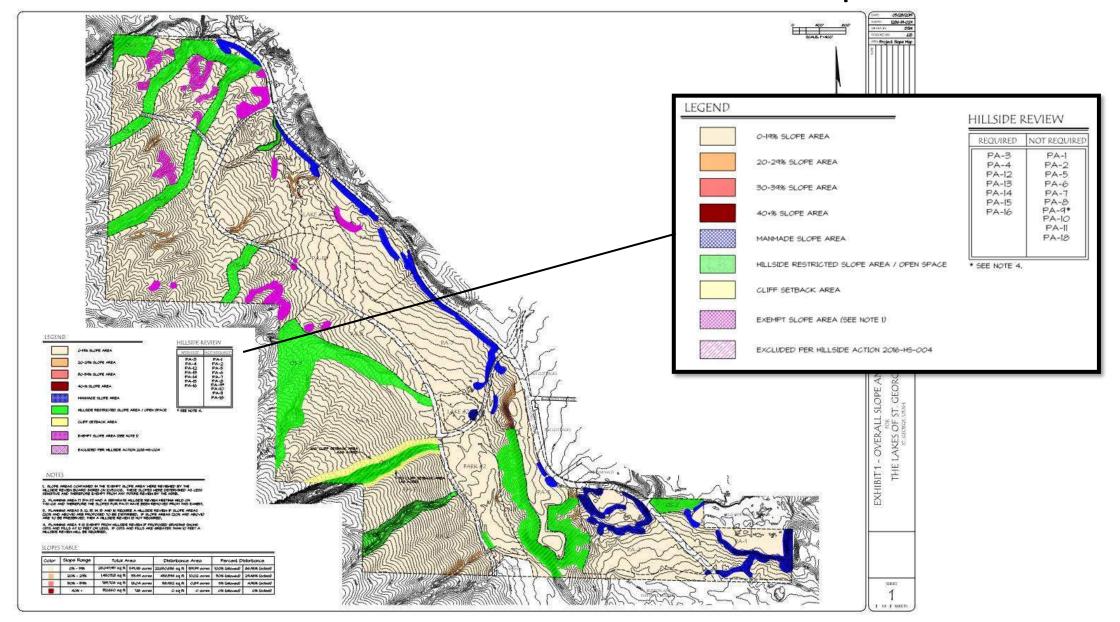
Divario Land Use Map (Exhibit B)



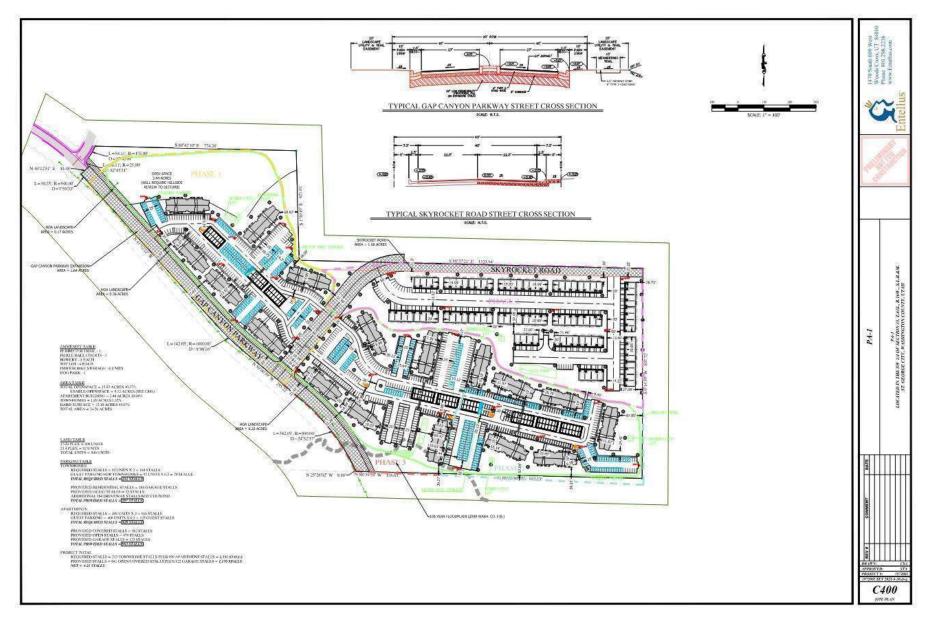
Divario Land Use Map (Exhibit B)



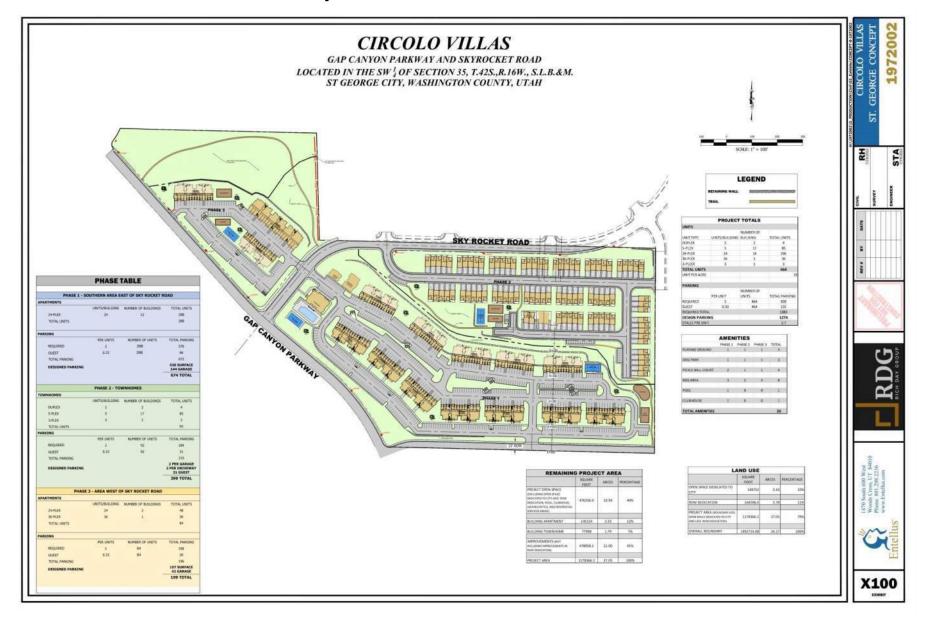
Divario Hillside Map



Previously Approved Site Plan



Proposed Site Plan



Previously Approved Elevations



Proposed Elevations 24 Plex



Proposed Elevations 24 Plex



Proposed Elevations 36 Plex



Proposed Elevations - Townhomes



Proposed Elevations – Townhomes 5 Plex



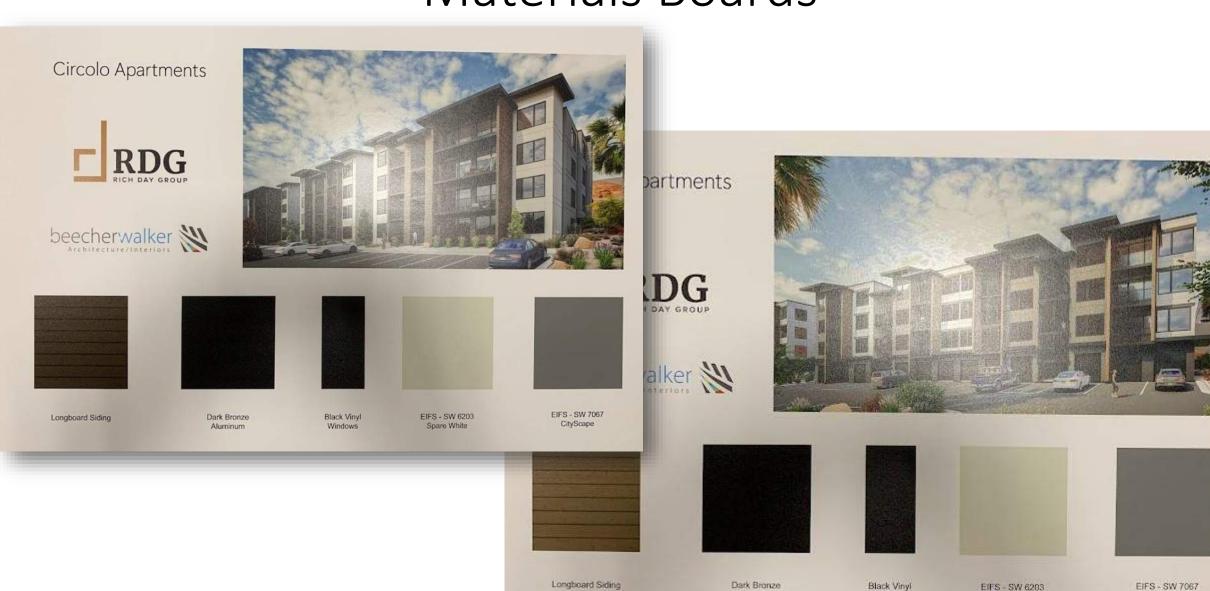
Landscape Plan



Materials Boards



Materials Boards



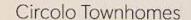
Aluminum

Windows

Spare White

CityScape

Materials Boards









Townhomes









Interstate Brick Platinum



Longboard Siding Dark



Longboard Siding Light



Dark Bronze Aluminum



Eldorado Stone Dark Rundle

EIFS - SW 6203

Spare White



Longboard Siding Dark



Longboard Siding Light



Dark Bronze Aluminum



EIFS - SW 6203 Spare White

CC 2023-PDA-004 Circolo Villas (Divario PA-1)

EXHIBIT C

LETTERS FROM PUBLIC



Circolo villas case # 2023-PDA-004

Kathryn Crawford <athykcraw@icloud.com> To: dan.boles@sgcity.org

Tue, May 16, 2023 at 7:04 AM

Hello I can not make the planned meeting on May 23,2023 but I'd like some information if you can give it to me please. I've read as much as I can find which isn't a lot. We currently own property in las Palmas building 21 and this will be in our back yard. I would love to know what will be in between Las Palmas property and the actual buildings or asphalt or cement and how many yards will there be between us! How tall will the buildings be that will butt up against las Palmas? Will our view be blocked from the dessert and be greeted by cement walls?! How much noise will replace the frogs and coyotes we wake up to and go to sleep to? Will the trails etc be available for us to use? Are there plans to reduce noise and dust from coming into our places? Clean up of our balconies and duct cleaning when project is finished?! If you could get answers to these concerns I know many of us would be very grateful? I've sent concerns in before with no response! Please contact me!!!

Thank you Kathy Crawford 801-369-4011

Sent from my iPhone



Agenda Date: 06/15/2023 Agenda Item Number: 17

Subject:

Consider approval of a preliminary plat for Circolo Villas (Divario PA-1), a 3-lot multi-family residential subdivision on approximately 34.26 acres generally located southeast of the Gap Canyon Parkway and 1790 West intersection; zoning is PD-R (Planned Development Residential). Case No. 2023-PP-011.

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Grey Garza (RDG, LLC)

Reference Number: 2023-ZC-011

Address/Location:

The property is generally located south-east of the Gap Canyon Pkwy and 1790 West intersection

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

This preliminary plat is intended to accompany the PDA (Planned Development Amendment) for Circolo Villas. This property has not been properly subdivided, but this application will correct that by creating three legal lots. The Planning Commission held a public meeting and has forwarded a positive recommendation for the application with a 6-0 vote.

Staff Narrative (need/purpose):

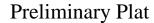
This plat is associated with a proposed amendment to an existing PD-R and as such is necessary to create legal lots for construction.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public meeting to discuss the proposed plat and is recommending approval of the application with a 6-0 vote with no conditions.





PLANNING COMMISSION AGENDA REPORT: 05/23/2023 CITY COUNCIL AGENDA REPORT: 06/15/2023

PRELIMINARY PLAT

Circolo Villas Preliminary Plat

Case No. 2023-ZC-011

Request: The applicant is requesting approval of a three lot, preliminary

plat.

Representative: Grey Garza (RDG, LLC)

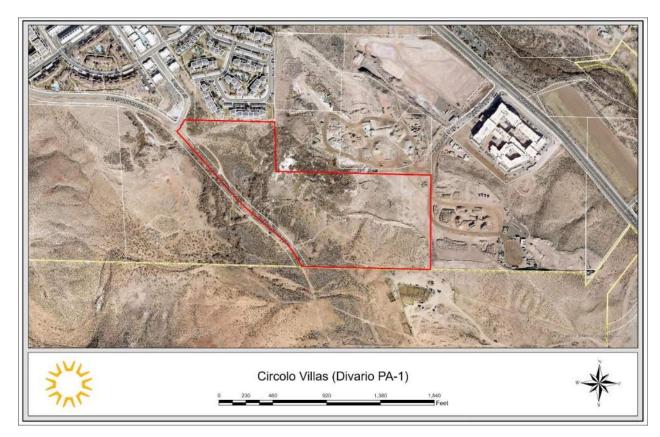
Parcel Number: SG-6-2-35-3002

Location: The property is generally located south-east of the Gap Canyon

Pkwy and 1790 West intersection.

Total Acreage: Approximately 34.26 acres

Existing Zoning: PD-R (Planned Development Residential)



CC 2023-ZC-011

Circolo Villas Preliminary Plat Page 2 of 4

General Plan: MDR (Medium Density Residential) & OS (Open Space).

Adjacent zones: North & East – PD-R (Planned Development Residential)

West – R-1-10 (Single Family Residential, 10,000 sq ft minimum

lot size)

<u>South</u> – No zoning - County

Background & Analysis: This application for a preliminary plat is intended to accompany

the PDA (Planned Development Amendment) for Circolo Villas. This property has not been properly subdivided but this application

will take care of that by creating three legal lots.

The Circolo Villas project will be a "for rent" product which doesn't require each individual building to be subdivided. However, the buildings do need to be situated on legally created lots. This preliminary plat will divide the property into three legally created lots, one north/west of Sky Rocket Road, one south/east of the road. The third will be the townhomes. It will also allow the applicant to dedicate the 3.43 acres on the north end of the property to the city. At this point, it is not contemplated that the

property owner will divide it any further.

Recommendation: Planning Commission held a public meeting and has issued a

recommendation for approval of the project with a 6-0 vote.

Alternatives: 1. Approve the project as presented.

2. Deny the project as presented.

3. Continue the proposed preliminary plat to a specific date.

4. Continue the proposed preliminary plat to an unspecified date

with specific conditions.

Sample Motion: "I move that we approve the Circolo Villas Preliminary Plat

request, application number 2023-PP-011, based on the findings noted in the staff report, (and as modified by the following

conditions...).

Possible Findings:

1. That the plat is consistent with and compliant to the zoning on

the property.

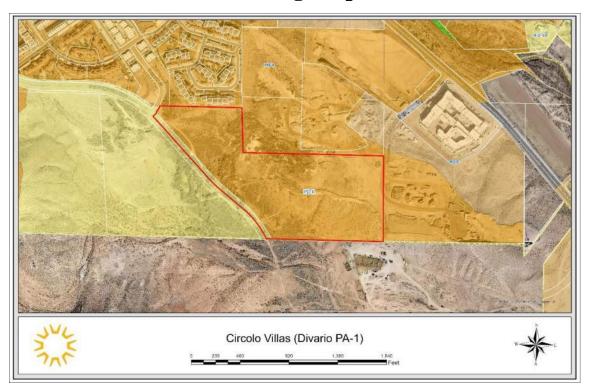
2. That the plat will not leave any remnant property unaccounted

for.

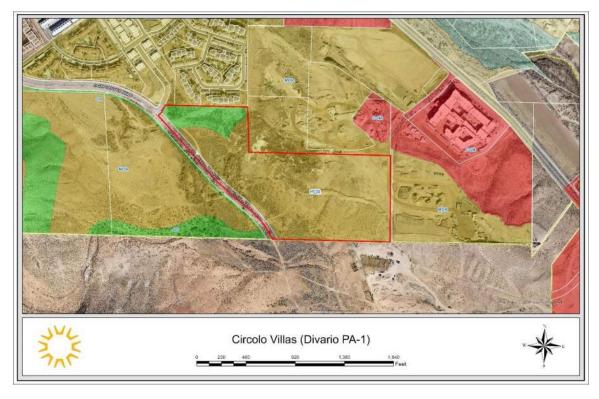
3. That development in the area to is consistent with the proposed

preliminary plat.

Zoning Map



General Plan Map

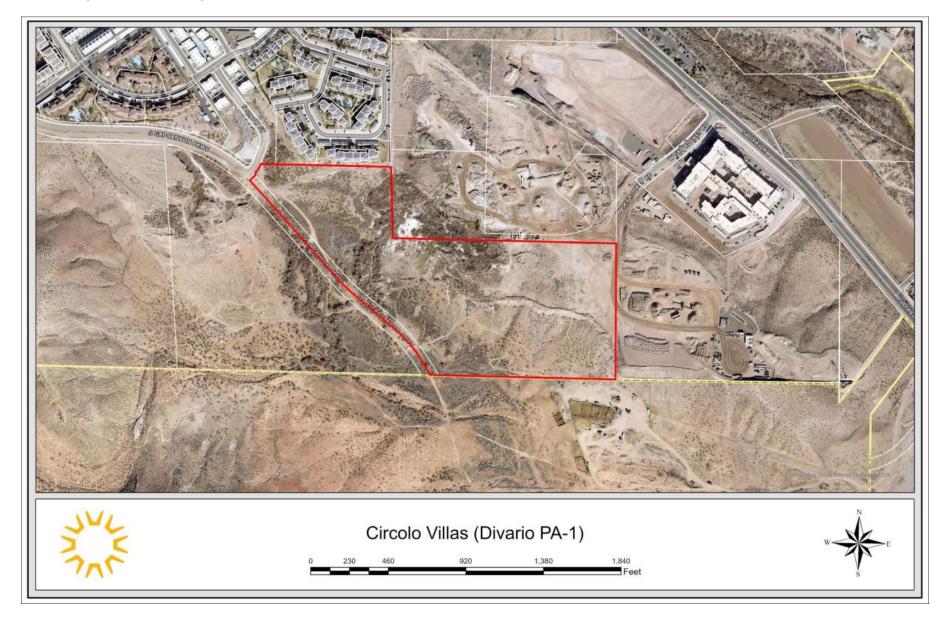


CC 2023-ZC-011 Circolo Villas Preliminary Plat Page 4 of 4

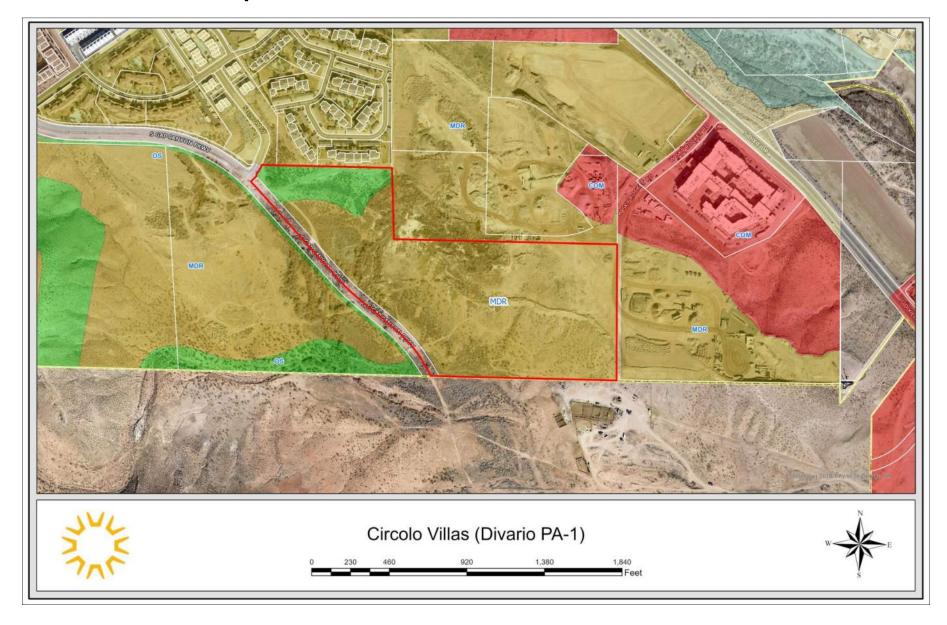
Presentation



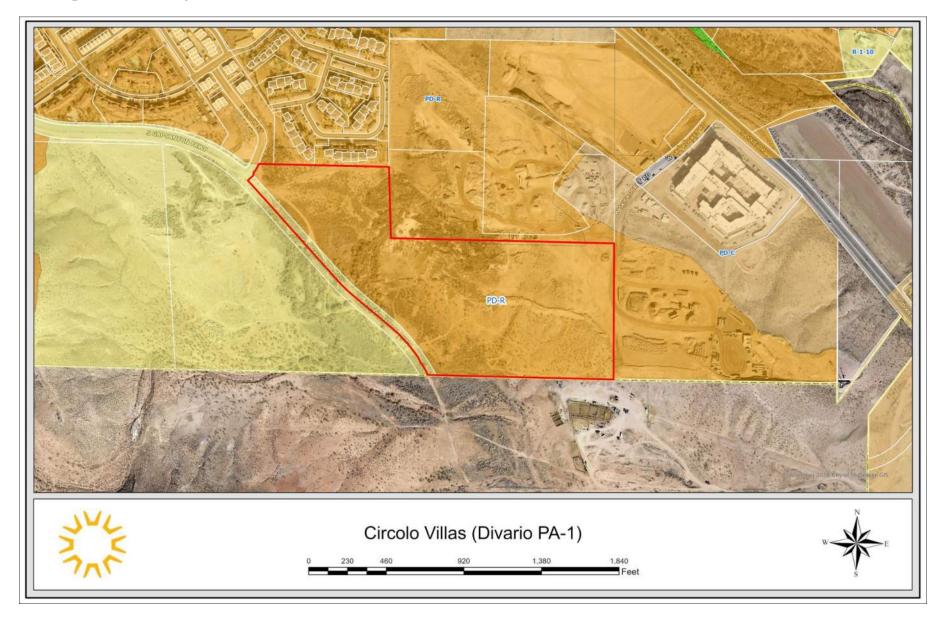
Vicinity Map



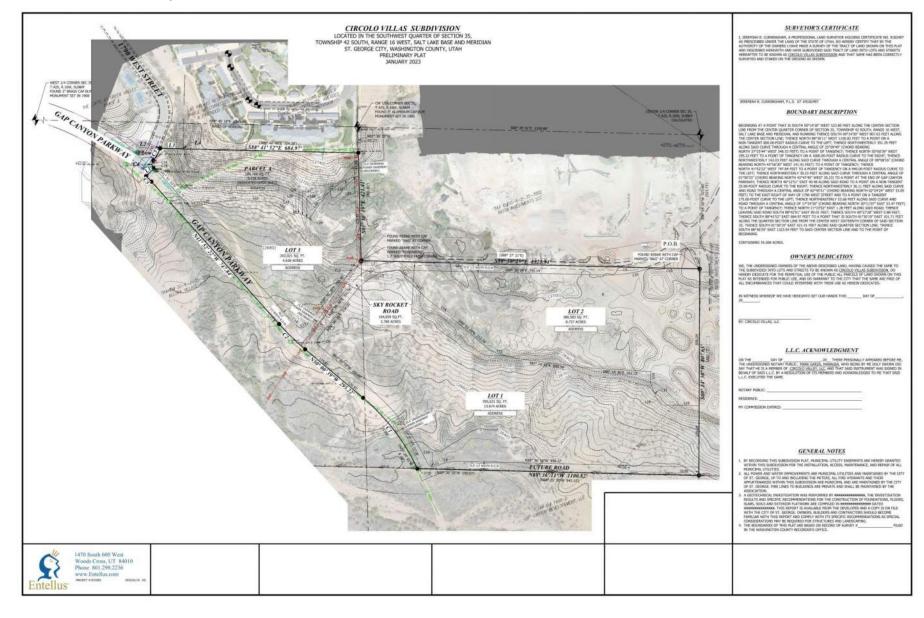
Land Use Map



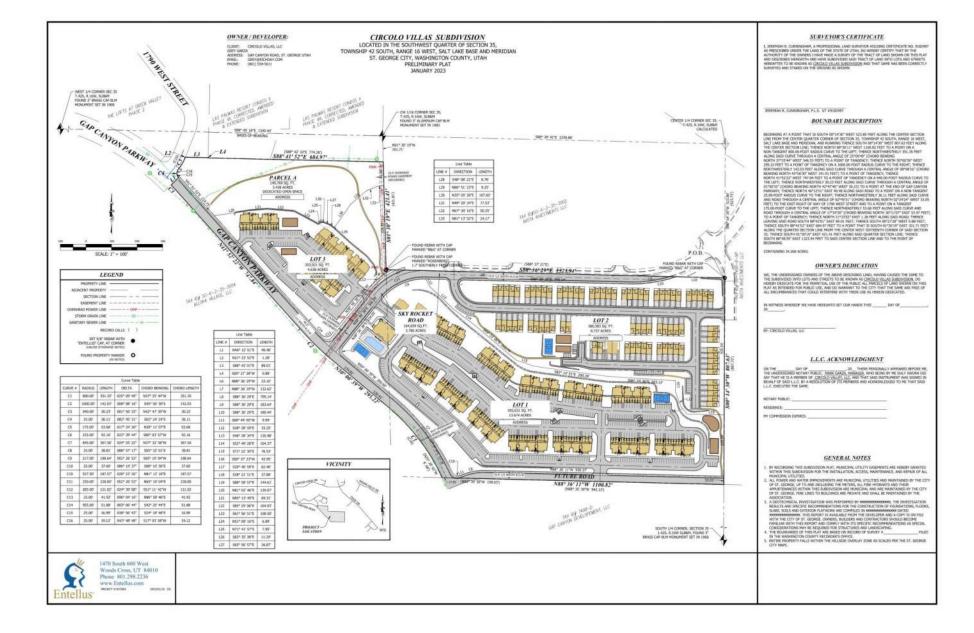
Zoning Map



Preliminary Plat



PD Plan





Agenda Date: 06/15/2023 Agenda Item Number: 18

Subject:

Consider approval of an amendment to the Moorland Park Subdivision, Phases 5 and 8 preliminary plat to include six (6) additional lots on approximately 2.49 acres located north of 2580 East at approximately 930 South in the R-1-10 Single-Family Residential zoning district. Case No. 2023-PP-018

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Logan Blake (DSG Engineering)

Reference Number: 2023-PP-018

Address/Location:

Generally north of the 2580 East dead end at approximately 930 South

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

A preliminary plat was approved on the subject property in December of 2018. At that time, it was thought that a city park would be developed on the property. Since that time, the park has been moved to the north and reduced in size freeing up the subject parcel. As such, the applicant would like to develop the property into six new residential lots. The Planning Commission held a public meeting and recommended approval of the application with a 6-0 vote.

Staff Narrative (need/purpose):

In order to add the proposed new six lots, the preliminary plat needs to be approved.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a positive recommendation to the City Council with a 6-0 vote with no conditions.



Preliminary Plat Amendment

PLANNING COMMISSION AGENDA REPORT: 05/23/2023 CITY COUNCIL AGENDA REPORT: 06/15/2023

PRELIMINARY PLAT

Moorland Park Phases 5 & 8 Preliminary Plat Amendment

Case No. 2023-PP-018

Request: The applicant is requesting approval of an amendment that will add

an additional six lots to the Moorland Park Phases 5-9 Preliminary

Plat.

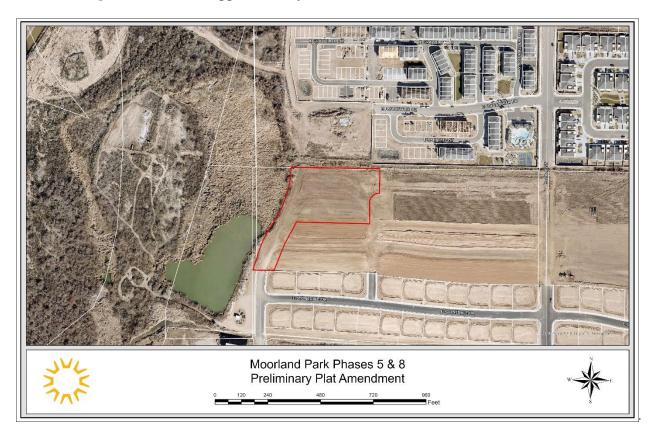
Representative: Logan Blake (DSG Engineering)

Parcel Number: SG-5-2-34-42001

Location: The property is generally located north of the 2580 East dead end at

approximately 930 South.

Total Acreage: Approximately 2.49 acres



Existing Zoning: R-1-10 (Residential Single-Family, 10,000 sq ft minimum lot size)

CC 2023-PP-018 Moorland Park Phases 5 & 8 Preliminary Plat Amendment Page 2 of 4

General Plan: LDR (Low Density Residential)

Adjacent zones: North - A-20 (Agriculture 20-acre minimum lot size), PD-R

(Planned Development Residential)

West – A-20 (Agriculture, 20 acre minimum lot size)

South & East – R-1-10 (Residential Single-Family, 10,000 sq ft

minimum lot size)

Background & Analysis: In December of 2018, the City Council approved the Moorland

Park Phases 3-9 preliminary plat. To date, phases 1-4 have been recorded. As part of the preliminary plat, of phase eight, approximately 2.28 acres was set aside for a park. The parks department has determined that the park should be consolidated and shifted north to the property adjacent to Woodland Estates phase 2. With the change in park location, the subject property is

available for development.

The applicant is proposing to add six 10,000 ft² plus lots to fill in the abandoned park lot. This will take the density of phases five and eight, from 2.37 units per acre to 2.73 units per acre and from

39 units to 45 units.

Recommendation: Planning Commission heard the request on May 23, 2023 and

unanimously recommended approval of the application.

Alternatives: 1. Approve as presented.

2. Deny as presented.

3. Continue the proposed preliminary plat to a later date.

Sample Motion: "I move that we approve the Moorland Park Phases 5 & 8

Preliminary Plat amendment request, application number 2023-PP-018, based on the findings noted in the staff report (and as

modified by the following...)."

Possible Findings:

1. That the plat is consistent with and compliant to the zoning on

the property.

2. That the plat will not leave any remnant property unaccounted

tor

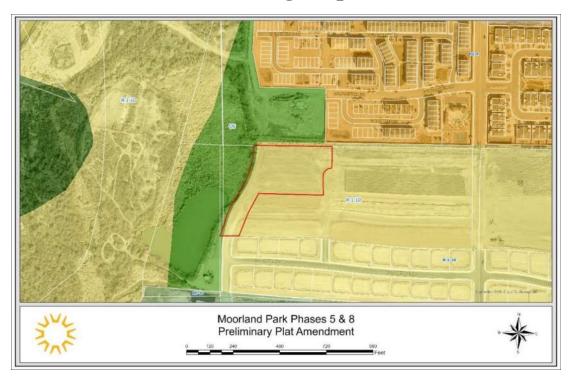
3. That the proposed amendment is consistent with the rest of the

Moorland Park development.

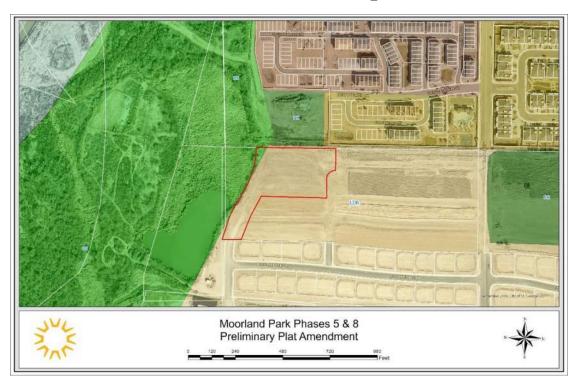
4. That the park that was proposed on the property has been shifted north and consolidated as proposed by the Parks

Department.

Zoning Map



General Plan Map

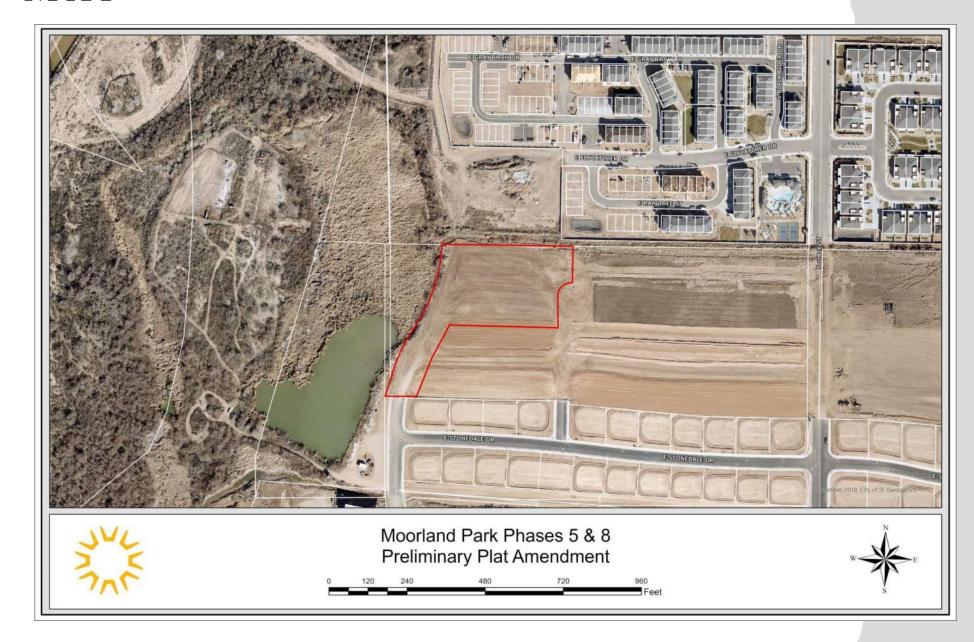


CC 2023-PP-018 Moorland Park Phases 5 & 8 Preliminary Plat Amendment Page 4 of 4

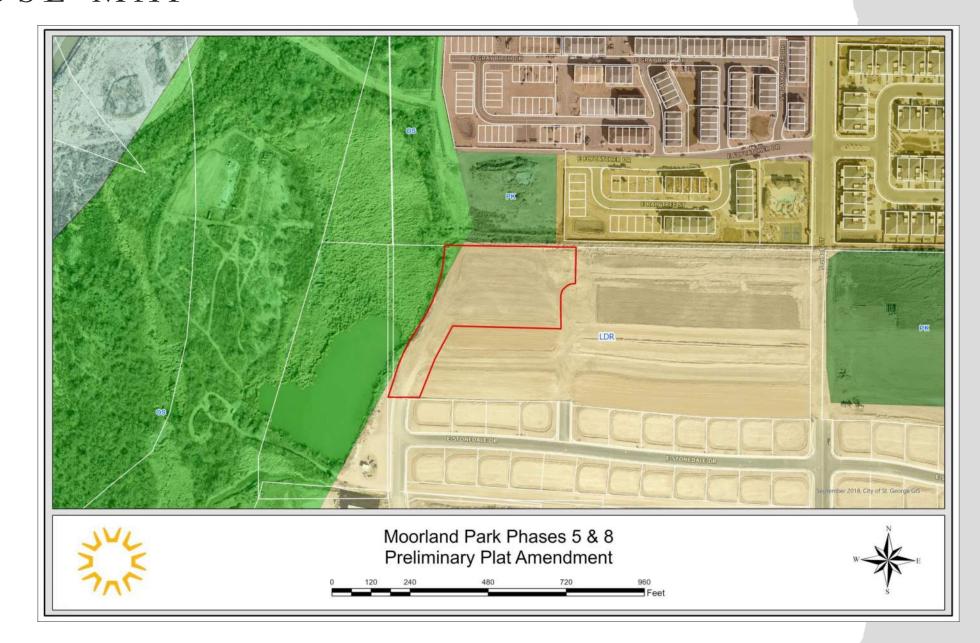
Presentation



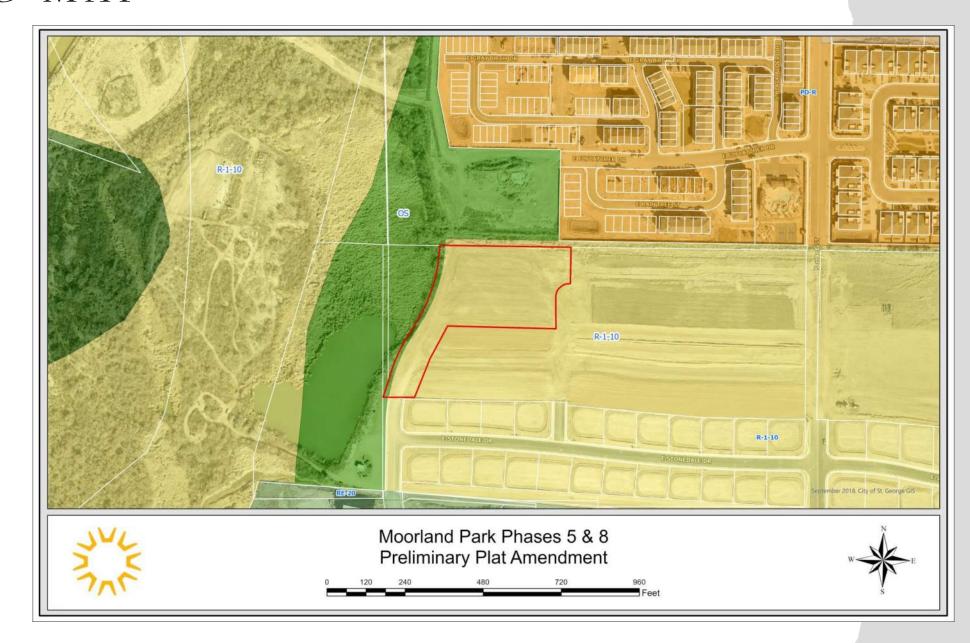
AERIAL MAP



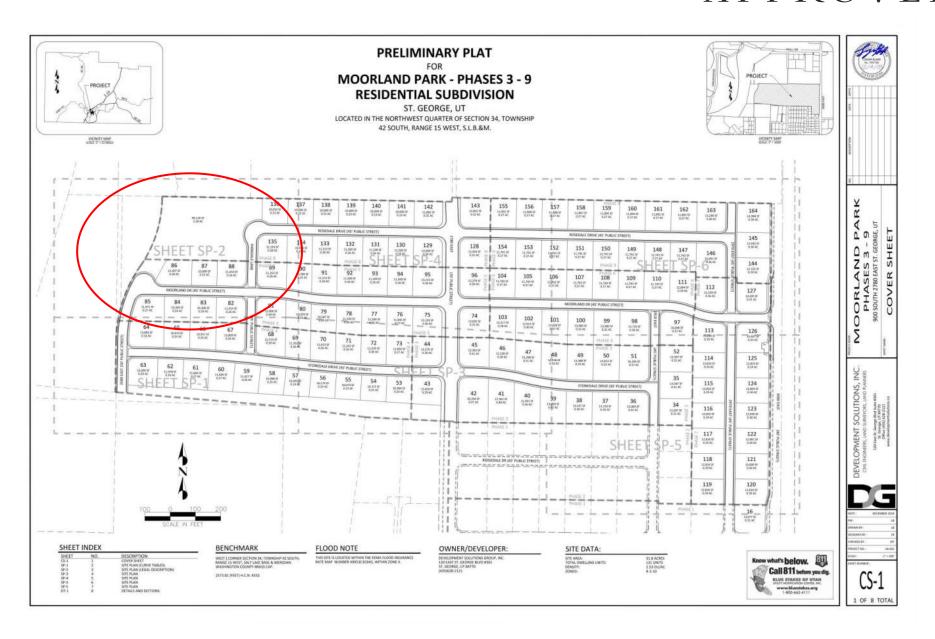
LAND USE MAP



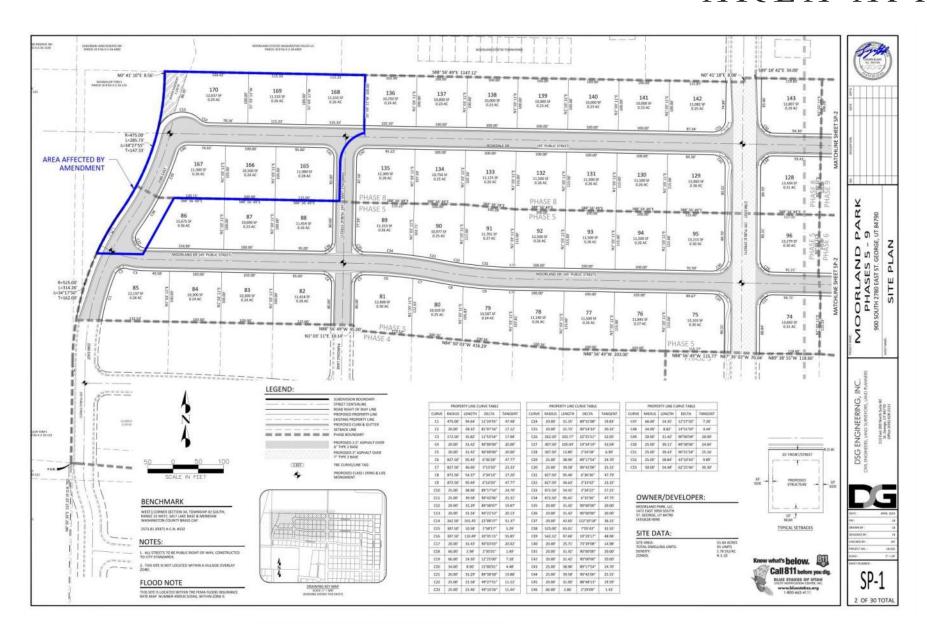
ZONING MAP



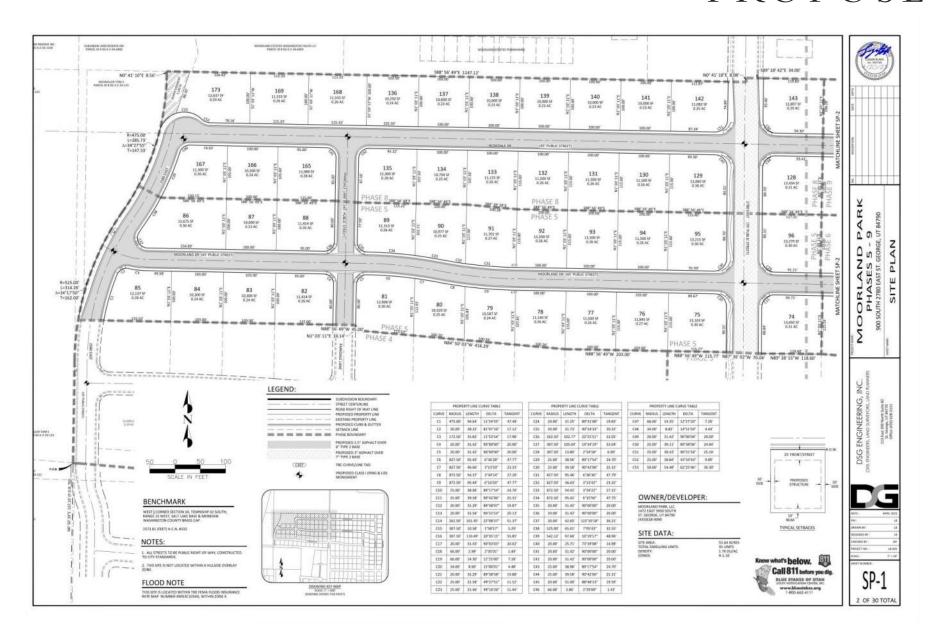
APPROVED PLAT



AREA AFFECTED



PROPOSED PLAT





Agenda Date: 06/15/2023 Agenda Item Number: 19

Subject:

Consider approval of a Hillside Development Permit to allow development on a portion of lot 3 of the existing Banded Hills subdivision; lot 3 is currently restricted due to potential rockfall hazard line. Case No. 2023-HS-005.

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Jeff Ward/Aaron & Heather O' Brien

Reference Number: 2023-HS-005

Address/Location:

2991 E Banded Hills Dr

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

The applicants desire is to be able to build a home on lot 3 that encroaches into the current area that is labeled as non-buildable. If the request for a hillside development permit is granted, the applicant will need to submit an amended plat to adjust the boundary of the no build area. The Hillside Committee and the Planning Commission both reviewed this item and recommended approval of the Hillside permit. The Planning Commission voted 6-0 for approval with no conditions.

Staff Narrative (need/purpose):

The Rockfall hazard line needs to be moved to allow the applicant to encroach into the area currently labeled as non buildable. This will allow the applicant to use more of their lot.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval to the City Council with a vote of 6-0 and no conditions.



Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: 04/26/2023
PLANNING COMMISSION: 05/23/2023
CITY COUNCIL AGENDA REPORT: 06/15/2023

HILLSIDE DEVELOPMENT PERMIT

Banded Hills Lot 3 Case No. 2021-HS-005

Request: This is a request for a Hillside Development Permit to allow development

on a portion of a single lot of an existing subdivision that is currently restricted due to potential rockfall hazard. This would affect only Lot 3 of

Banded Hills subdivision.

Hillside History: In 2018, a hillside permit was granted to allow an eleven-lot subdivision to be

created (Banded Hills). The following year, another hillside permit was granted to add a 12th lot to the subdivision. Part of the approval of the hillside permit was that, due to the potential for rock fall from adjacent hillside, no building would be permitted adjacent to Banded Hills Drive on lots 1-7 and a

portion of lot 8.

Exhibits Provided: 1) Exhibit A – AGEC Letter Dated October 13, 2022.

"Exhibit A" - This is a letter provided by the applicant from Applied Geotechnical Engineering Consultants, Inc. (AGEC) recommending a

reduction in setback.

2) Exhibit B – Rock Fall Study dated February 05, 2018

"Exhibit B" – This report outlined the possible geologic hazards in the area and how that may affect the subject property.

3) Exhibit C – AGEC Report dated February 23, 2018

"Exhibit C" is the study produced by AGEC on February 13, 2018.

4) Exhibit D – Staff Report dated April 18, 2018

"Exhibit D" is the staff report for the original request for hillside development

permit. This was included for historical context only.

5) Exhibit E – Recorded Banded Hills Subdivision Plat

"Exhibit E" is the official plat that was recorded at the Washington County

Recorders office on October 29, 2019.

Proposal: The applicant's desire is to be able to build a home on lot three that encroaches

into the current area that is labeled as non-buildable.. If the request for a hillside development permit is granted, the applicant will need to submit an amended

plat to adjust the boundary of the no build area.

PC 2023-HS-005 Banded Hills Lot 3 Page 2

Owner: Aaron & Heather O Brien

Applicant: Split Rock Custom Homes

APN: SG-BAN-3

Location: 2991 E Banded Hills Drive

Acreage: 41,241 sq ft (0.94 acres)

Zoning: R-1-10 (single-family residential, 10,000 sq ft minimum lot size)

Adjacent zones: The property is surrounded by R-1-10 zoning with the exception of the

property to the north-west which is zoned OS (open space).

Powers & Duties: Section 10-13A-8(B) of the city code states:

Powers and Duties: The Hillside Review Board shall have the following responsibilities:

- 1. Review proposed development within the hillside development overlay zone or in a high category rockfall area and make a recommendation to the planning commission to adopt, modify, or reject a proposal.
- 2. Provide advice and support as needed to the city staff, planning commission and city council in connection with reviewing requests for zone changes or other development applications within the hillside development overlay zone or in a high category rockfall area.

Permit required: Section 10-13A-7 states:

For developments on a development parcel of more than one (1) acre containing slopes greater than twenty percent (20%) or in a rockfall hazard area, certification by a Utah registered engineer that the development has been completed in compliance with the approved HDOZ permit, including satisfaction of any conditions contained in the permit, is required. The improvements required by the HDOZ permit are essential for the life, health and safety of the future users and occupants of the property. All essential improvements shall be completed prior to approval of permanent electric power service. Failure to complete all essential improvements shall result in the suspension of the building permit. The financial assurance shall not be released until such certification has been received by the city engineer or designee of satisfaction of all conditions contained in the permit.

Hillside: The Hillside committee recommend approval with no conditions

Planning Commission: The Planning Commission reviewed this item and recommended

approval with no conditions with a vote of 5-0

PC Motion Options: The City Council can recommend several different options to the

City Council:

1. Denial

2. Approval as presented

3. Approval with specific conditions and comments added as

required.

Example Motion: I move we forward a positive/negative recommendation to the City Council

for the revision of the hillside permit for Banded Hills Lot 3 as recommended by the Hillside Review Board with the finding that the

applicant has mitigated the rock fall hazard.



General Plan – MDR



Zoning - R-1-10



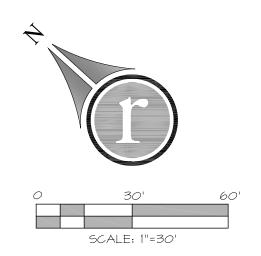
Exhibit A

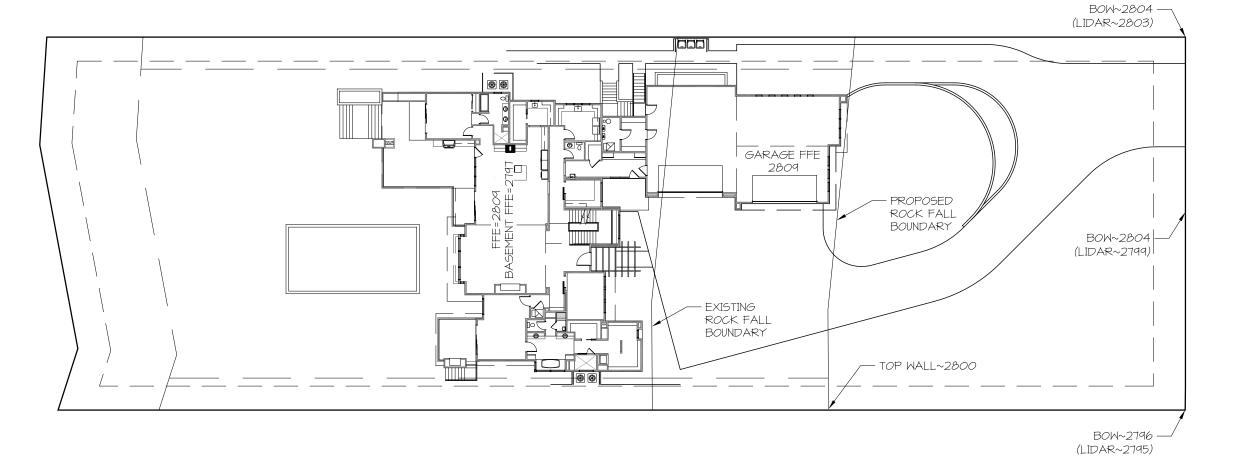
Exhibit B

Exhibit C

Exhibit D

Exhibit E





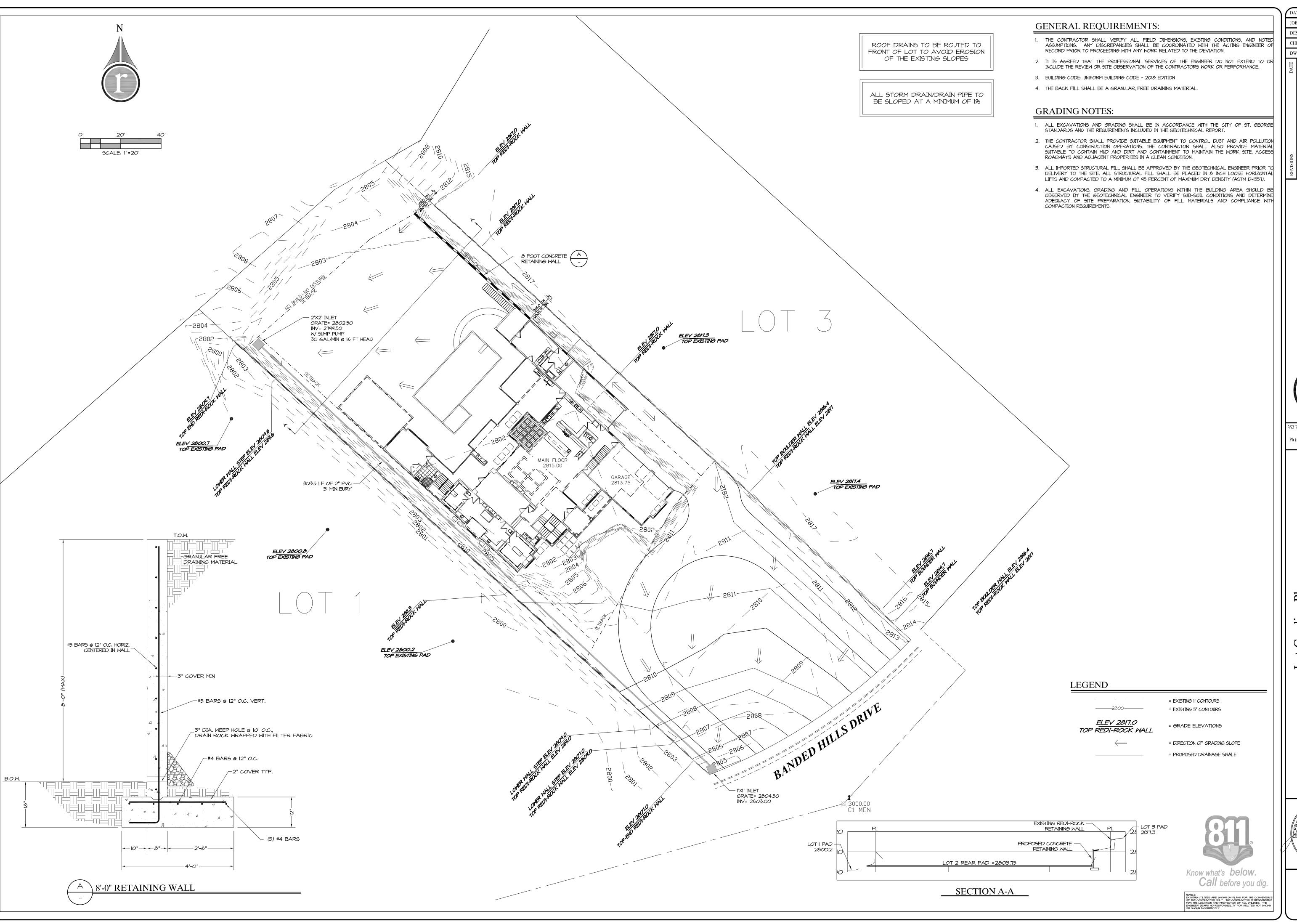
ROSENBERG A S S O C I A T E S CIVIL ENGINEERS - LAND SURVEYORS



ROCK FALL LINE EXHIBIT
FOR
BANDED HILLS LOT 3
MR & MRS. OBRIEN
ST. GEORGE, UTAH

SHEET

1 OF 1 SHEETS



DATE: 9/2/2021

JOB NO.: 10588-18

DESIGNED BY: JLW

CHECKED BY: J55

DWG: Grade

REVISIONS DAT

I A T E S
LAND SURVEYORS



352 East Riverside Drive, Suite A-2 St. George, Utah 84790 Ph (435) 673-8586 Fx (435) 673-8397 www.racivil.com

Lot Grading Plan
FOR
Banded hills Lot 2
Split Rock Construction

No. 7602428

No. 760248

No. 7602

SHEET

1

OF 1 SHEETS

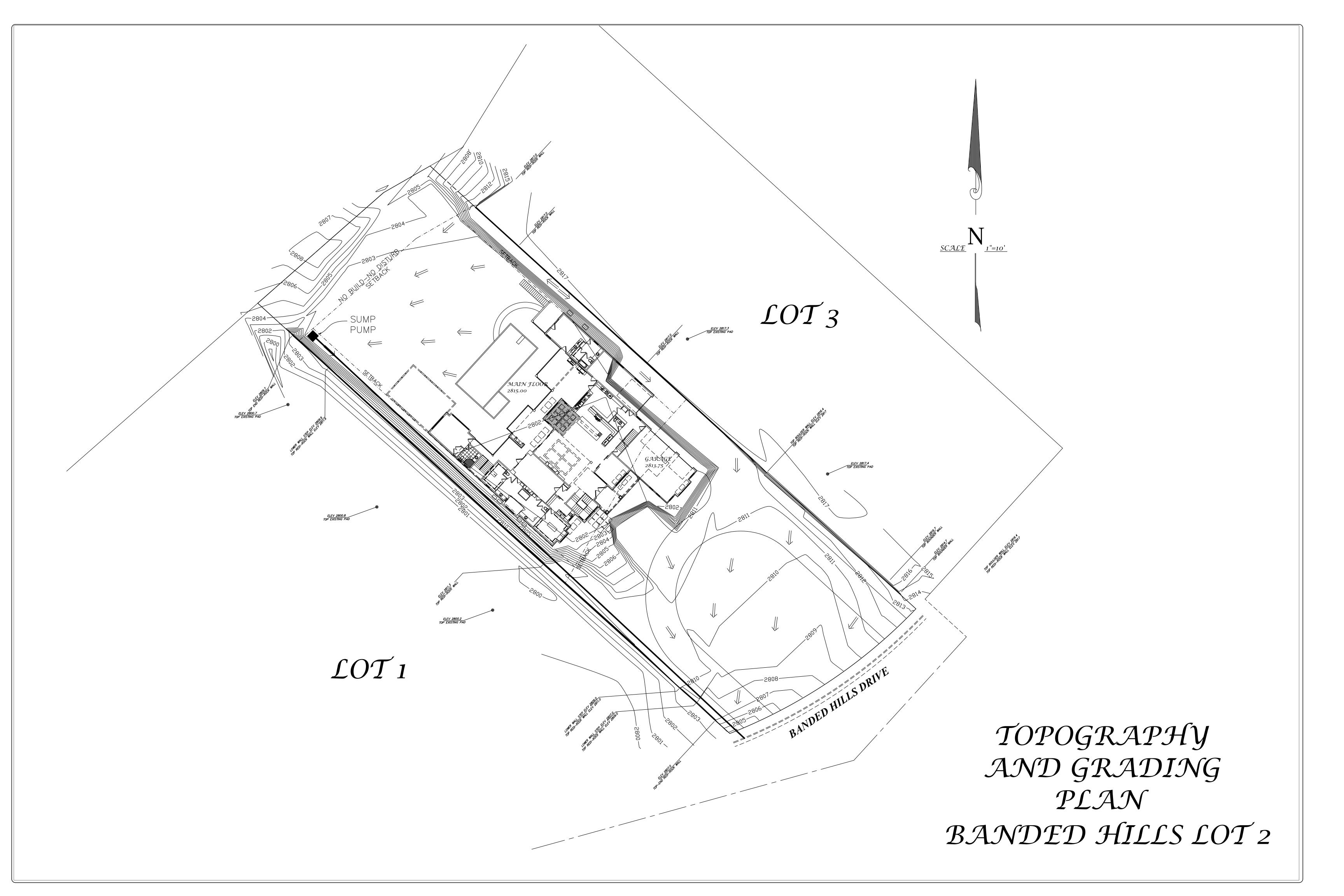


Exhibit A



June 2, 2021

Split Rock Construction, LLC 1449 North 1400 West #15 St. George, Utah 84770

Attention: Brett Boyce

EMAIL: brett@splitrockinc.com

Subject: Rockfall Consultation

Geurts Residence Banded Hills, Lot 2 St. George, Utah Project No. 2211463

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to conduct additional evaluation on the rockfall hazard setback criteria recommended for the Banded Hills subdivision for use only on Lot 2. We previously submitted a geologic hazard study which included setback recommendations from the rockfall hazard in a letter dated February 21, 2019 under Project No. 2172453.

The home design drawings prepared by Landforms Design, dated May 5, 2021, indicate that the design includes the garage extending approximately 35 feet closer to the front of the lot, encroaching on the original rockfall setback recommendation.

Based on the original study, a setback line was established and is located approximately 135 to 165 feet from the front property corners.

A representative of AGEC visited the site on May 19, 2021 and obtained location, specific elevations and measurements.

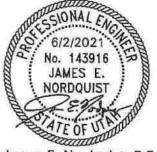
Based on the proposed raise in grade and our findings with this additional study, the rockfall hazard setback can be moved 35 feet towards the front of Lot 2.

Split Rock Construction, LLC June 2, 2021 Page 2

If you have any questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



James E. Nordquist, P.E., D G.E.

JEN/rs

Exhibit B



February 5, 2018

Development Solutions 120 East St. George Blvd. #300 St George, Utah 84770

Attention:

Steve Kamlowsky

Subject:

Geologic-hazard Study Banded Hills Subdivision

Banded Hills Drive St George, Utah Project No. 2172453

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to perform a geologic-hazards study for the proposed Banded Hills Subdivision located below the airport bluff, northwest of Banded Hills Drive in St. George, Utah (see Figure 1).

PROPOSED CONSTRUCTION

We understand the area is planned for single-family residences. The approximate area planned for development is shown on Figure 1.

GEOLOGY

The geology for the area was mapped by Hayden and Willis (2011) to consist of the upper unit of the Triassic-age Moenkopi Formation. This unit consists of interbedded siltstone and sandstone. The Triassic-age Shnabkaib Member of the Moenkopi underlies this unit and consists predominantly of siltstone. The Shinarump Conglomerate Member of the Chinle Formation overlies the Moenkopi Formation and makes up the rock near the top of the bluff southeast of the site, the source of the rockfall for the southeast portion of the property. The bedrock exposed on the property is that of the Moenkopi Formation. The bedrock in the area dips down toward the southeast at approximately 17 degrees.

GEOLOGIC-HAZARD EVALUATION

Low-sun-angle aerial photographs from 1960 and aerial photographs from 1938 were reviewed along with site reconnaissance to determine what potential geologic hazards may affect the proposed development. Rockfall and faulting are the two geologic hazards that

Development Solutions February 5, 2018 Page 2

may affect development in the area. Fault hazard does not extend into the property or proposed building areas. Liquefaction, landslide and debris flow are not considered potential hazards at this site.

A. Fault Hazard

Fault hazard was evaluated based on review of aerial photographs and geologic maps for the area and site reconnaissance.

Hayden and Willis (2011) map a fault southwest of the site. This fault is considered potentially an active fault by Lund and others (2008). The approximately location of the fault based on aerial photograph and geologic literature review and site reconnaissance is presented on Figure 2.

Bedding of the Moenkopi Formation is visible at the ground surface for the east/west length of the property and is unfaulted on the property. Thus with the lack of faulted bedrock below the site, surface fault rupture is not considered a hazard for the proposed buildings.

B. Rockfall Hazard

A site visit was made on January 16, 2018. Source boulders for rockfall hazard originate from the Shinarump Conglomerate Member of the Chinle Formation, which forms cliffs at the top of the hill southeast of the property. Reconnaissance of the rockfall source area finds that there are numerous rock outcrops that could potentially dislodge from the cliffs above the site. These blocks of bedrock are similar to or larger in size to the boulders along the slopes and base of the hill. It appears that the boulders originating from the cliffs typically break into smaller particles as they roll down the slope. Based on observation of the area, a boulder size of 6 feet was assumed for the rockfall analysis.

Rockfall modeling using the Colorado Rockfall Simulation Program was performed for the slope based on the topography provided. Results of the modeling indicate that a 12-foot high berm could be constructed along the southeast side of the proposed building lots near Banded Hills Drive to mitigate the rockfall hazard.

The rockfall-protection berm, assumed to be constructed along the southeast side of proposed building lots needing rockfall protection, should have a height of at least 12 feet, a top width of at least 4 feet and an upslope face of ½ horizontal to 1 vertical or steeper. It is important to have a steep upslope face for the berm so rocks are not directed over the berm. The berm can be reinforced using geogrid to maintain a steep upslope face. In some areas, bedrock may be intact enough to provide at least part of the berm. The reinforcement spacing and slope construction will depend on the type of fill

Development Solutions February 5, 2018 Page 3

used and reinforcement selected. Design of the reinforced berm could be provided upon request.

C. Other Geologic Hazards

Liquefaction and associated lateral spread are not considered hazards at the site because bedrock underlies the site. Bedrock is not considered susceptible to liquefaction.

Review of the aerial photographs and geology show no evidence of landslides on or near the site. Landslide is not considered a hazard at the site. Slope stability of cut and fill slopes would be addressed in the geotechnical report for the project.

Debris flow is not considered a hazard at the site due to the lack of a source for debris flow. A drainage with a drainage area of about 25 acres or more is needed to develop debris flows (VanDine, 1984). There are no such drainages up gradient of the site.

LIMITATIONS

This letter has been prepared in accordance with generally accepted geologic engineering practices in the area for the use of the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study, topographic information provided and use of the Colorado Rockfall Simulation Program. If conditions are significantly different from those described in this letter, we should be notified to reevaluate the recommendations given.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Douglas R. Hawkes, P.E.

Reviewed by JEN, P.E.

Enclosure

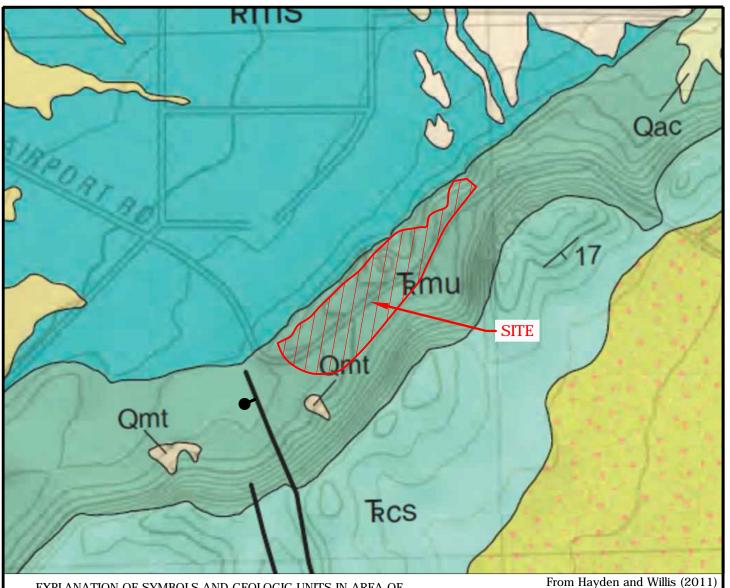
Development Solutions February 5, 2018 Page 4

Reference:

Hayden, J.M. and Willis, G.C. 2011; Geologic map of the St George quadrangle, Washington County, Utah, Utah Geological Survey Map 251DM.

Lund, W.R., Knudsen, T.R., Vice, G.S. and Shaw, L.M., 2008; Geologic hazards and adverse construction conditions, St. George-Hurricane Metropolitan Area, Washington County, Utah, Utah Geological Survey Special Study 127.

VanDine, D.F., 1984; Debris flow and debris torrents in the Southern Canadian Cordillera, 8th Canadian Geotechnical Colloquium, at the 37th Canadian Geotechnical Conference, Toronto.



EXPLANATION OF SYMBOLS AND GEOLOGIC UNITS IN AREA OF PROPOSED DEVELOPMENT

Qmt - Quartenary talus deposits - sand, gravel, cobbles and boulders.

Triassic Shinarump Conglomerate Member of the Chinle Formation - sandstone and conglomerate.

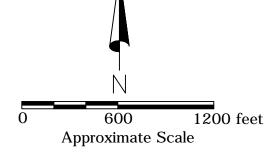
Triassic upper red member of the Moenkopi Formation - interbedded sandstone and siltstone.

Triassic Shnabkaib Member of the Moenkopi Formation - siltstone.

Contact between geologic units.

Normal fault, bar and ball on down thrown side.

17 Strike and dip of bedding.



PROPOSED BANDED HILLS SUBDIVISION BANDED HILLS DRIVE ST. GEORGE, UTAH

2172453 Geologic Map Figure 1

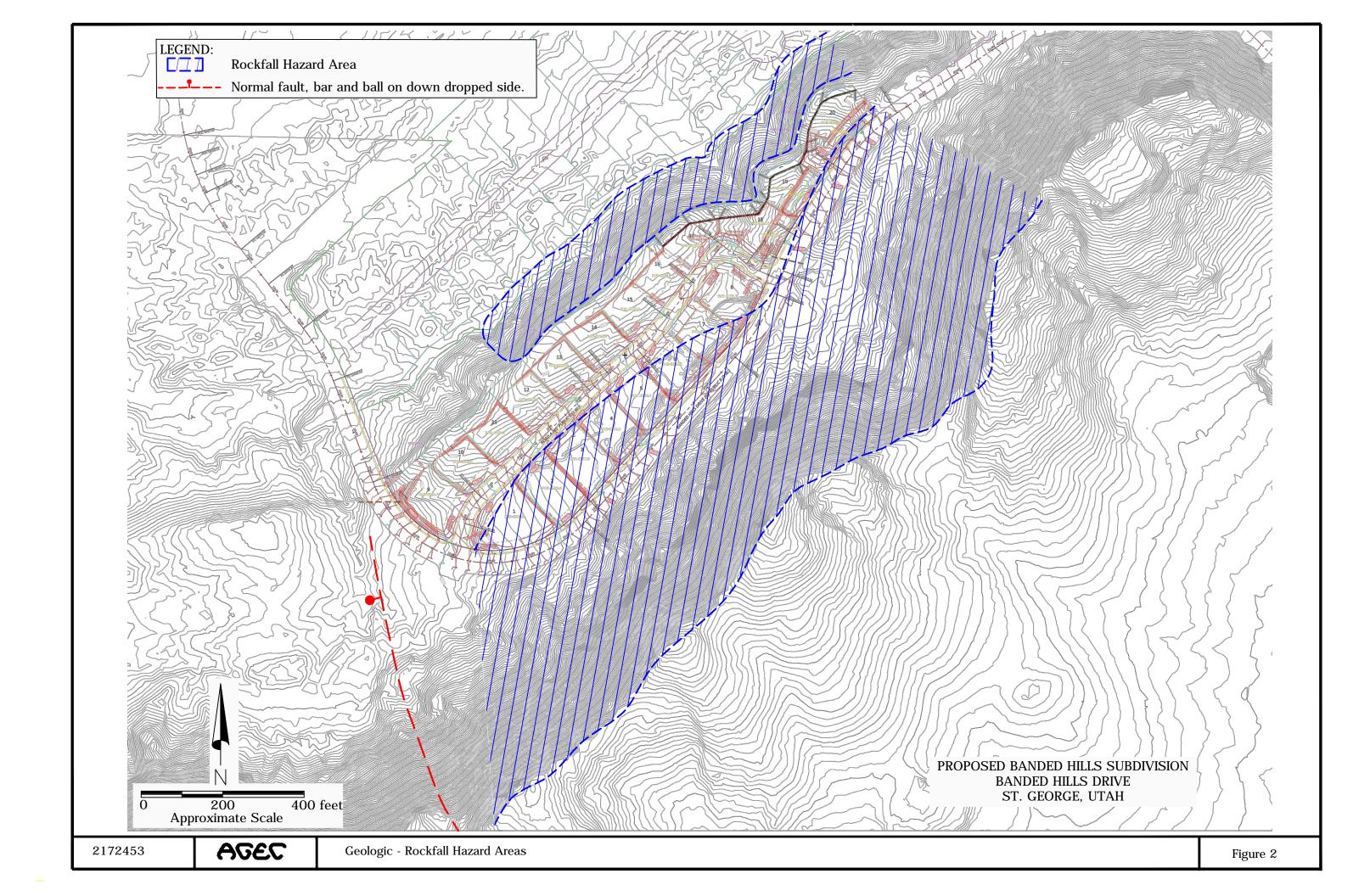


Exhibit C



GEOTECHNICAL INVESTIGATION BANDED HILLS SUBDIVISION ST. GEORGE, UTAH

PREPARED FOR:

DEVELOPMENT SOLUTIONS
120 E ST. GEORGE BOULEVARD #300
ST. GEORGE, UTAH 84770

ATTENTION: STEVE KAMLOWSKY, P.E.

PROJECT NO. 2172452

FEBRUARY 23, 2018

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| SUBSURFAC | CE WATER | Page 6 |
| PROPOSED | CONSTRUCTION | Page 6 |
| RECOMMEN A. B. C. D. E. F. G. H. | Site Grading Foundations Concrete Slab-on-Grade Lateral Earth Pressures Seismicity, Liquefaction and Faulting Soil Corrosion Pavement Construction Testing and Observations Geotechnical Recommendation Review | Page 7 Page 12 Page 14 Page 14 Page 14 Page 14 Page 16 Page 16 Page 17 |
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SUMMARY

- 1. The subsurface profile observed within the test pits excavated generally consists of near surface silty sand to sandy silt overlying interbedded sandstone, shale and siltstone bedrock to the maximum depth investigated, approximately 4 feet. Practical excavator refusal was encountered on bedrock in each of the test pits at depths ranging from 1 to 4 feet below the existing grade. Stockpiles of fill were also observed on the south and west sides of the site.
- 2. Groundwater was not encountered in test pits to the maximum depth investigated, approximately 4 feet below the existing grade. Fluctuations of groundwater levels may occur over time. An evaluation of such fluctuations over time is beyond the scope of this report.
- 3. The site is suitable for the proposed construction provided recommendations within this report are followed.
- 4. Laboratory testing and observations indicate the near surface soils exist in a loose condition. The underlying bedrock is relatively low to non plastic, moderately hard and suitable to support the proposed residences.
- 5. The proposed residences may be supported on conventional spread and spot footings bearing on directly on the underlying bedrock or on properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by removing the full depth of unsuitable, loose soils (½ to 2 feet thick) as recommended in the Subgrade Preparation section of this report. The on-site natural soils, stockpiled fill and processed bedrock are suitable for use as structural fill provided they are properly moisture conditioned and compacted.
- 6. If basements are constructed, a subdrain system should be placed around the perimeters of the basements due to the possible infiltration of surface water which could result after development. If the groundwater becomes present, the drain would be in-place to remove groundwater.
- 7. The on-site soil and properly bedrock, free of organics, debris and material greater than 6 inches in size, are suitable for use as site grading fill, structural fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 6 inches and at least 40 percent of the material passes the No. 4 sieve.
- 8. This report does not address swimming pool support. Support of proposed pools should addressed with a lot specific subsurface investigation and report to provide pool support recommendations.

- 9. Detailed recommendations for subgrade preparation, materials, foundations, and drainage are included in the report.
- 10. The information provided in this summary should not be used independent of that provided within the body of this report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed Banded Hills Subdivision to be located in St. George, Utah, as shown in Figure 1. This report presents the subsurface conditions encountered, laboratory test results, and recommendations for the project. This report was prepared in general accordance with the Proposal for Professional Geotechnical Services dated December 27, 2017 under Project No. 2172452.

Field exploration was conducted to obtain information on the subsurface conditions and to obtain samples for laboratory testing. Information obtained from the field and laboratory was used to define conditions at the site and to develop recommendations for the proposed development.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The subject site consists of an approximately 4 acres of undeveloped hillside property located on the south side of Little Valley in St. George, Utah as shown on Figure 2. The site consists of an elevated plateau which overlooks Little Valley to the north. The north portion of the site is relatively undisturbed and covered with sparse desert brush. The southern and west portion of the site, which is adjacent to the old Airport Road (Banded Hills Drive), has been partially graded and disturbed. This area of the site contains minimal vegetation, fill piles, boulder piles and occasional large, naturally deposited boulders.

The site is bounded on the south and west by Banded Hills Drive on the east by undeveloped hillside and on the north of undeveloped property and Maple Estates, further to the north.

FIELD STUDY

On January 24, 2018, an engineer from AGEC visited the site and observed the excavation of 13 test pits at the approximate locations shown on Figure 2. The test pits were excavated using a mini rubber tracked excavator. The subsurface soil profile was logged and soil and bedrock samples were obtained at this time for laboratory testing.

SUBSURFACE CONDITIONS

The subsurface profile observed within the test pits excavated generally consists of near surface silty sand to sandy silt overlying interbedded sandstone, shale and siltstone bedrock to the maximum depth investigated, approximately 4 feet. Practical excavator refusal was encountered on bedrock in each of the test pits at depths ranging from 1 to 4 feet below the existing grade. Stockpiles of fill were also observed on the south and west sides of the site. Detailed descriptions of the soil and bedrock types encountered follow.

<u>File Piles</u> - Fill piles were observed on the south side of the site. Observations indicate the fill consists of a mixture of excavated bedrock and silty to clayey sand. Cobbles and boulders were also observed in the fill and in other piles. Based upon laboratory testing, the samples of the fill classify as silty sand with gravel to sandy silt.

Laboratory tests conducted on samples of the fill indicate an in-place moisture content of 7 percent, gravel contents (percent retained on the No. 4 sieve) ranging from 2 to 25 percent and fines contents (percent passing the No. 200 Sieve) ranging from 43 to 59 percent. Atterberg limits tests indicate the samples are non plastic.

One-dimensional consolidation tests were conducted on remolded samples of the fill and indicate the material is not expansive when wetted. Two moisture-density relationship tests (Modified Proctor) completed on samples of the fill indicate maximum dry densities ranging from 131.0 to 136.0 pounds per cubic foot (pcf) with and optimum moisture contents ranging from 6.0 to 7.5 percent.

<u>Silty Sand to Sandy Silt</u> - The silty sand to sandy silt is loose, dry to slightly moist and reddish brown in color.

Laboratory tests conducted on a sample of the sandy silt indicate a gravel content of 3 percent and a fines content of 54 percent. An Atterberg limits test indicates the sample is non-plastic.

A moisture-density relationship test (Modified Proctor) completed on a sample of the sandy silt indicates a maximum dry density of 129.0 pcf with and optimum moisture content of 9.0 percent.

<u>Bedrock</u> - The bedrock consists of interbedded sandstone, siltstone and shale bedrock. It is moderately hard, dry, and red-brown in color.

Laboratory tests conducted on samples of the bedrock indicate fines contents ranging from 81 to 91 percent. Atterberg limits tests indicate Liquid Limits ranging from 28 to 34 percent and plasticity indexes ranging from non-plastic to 16 percent.

The Logs, Legend and Notes of Test Pits are shown on Figure 3. Results of the laboratory tests are also shown on Figure 3 and are summarized in the Summary of Laboratory Test Results, Table 1. The consolidation test results are shown graphically on Figure 4. The Gradation and Moisture-Density Relationships are shown on Figures 5 - 7.

SUBSURFACE WATER

Groundwater was not encountered in test pits to the maximum depth investigated, approximately 4 feet below the existing grade. Fluctuations of groundwater levels may occur over time. An evaluation of such fluctuations over time is beyond the scope of this report.

PROPOSED CONSTRUCTION

We understand that the site will be developed for construction of a residential subdivision containing 20 lots. We understand that wood framed residences will be constructed and 3 residences will include walkout basements. The residences will be supported on conventional spread footings. We estimate wall loads up to 4 kips per lineal foot and columns loads up to 75 kips.

Review of the proposed grading plan indicates the site will be graded by terracing the lots down from the east to the west using on site soils. The grading plan indicates cuts up to approximately 10 feet and fill depths up to 15 feet. The development will also include asphalt roadways, utilities and site improvements.

If the proposed construction, or building loads are significantly different from those listed, we should be notified so that we can reevaluate our recommendations.

RECOMMENDATIONS

Based on our experience in the area, the subsurface conditions encountered, laboratory test results, and the proposed construction, the following recommendations are given:

A. Site Grading

Based on the subsurface conditions and engineering analysis, the following site grading recommendations are provided:

1. <u>Subgrade Preparation</u>

Prior to placing fill or concrete beneath building areas, pavement/flatwork or improvements, the site should be grubbed to remove the existing vegetation and soil containing significant roots and organics. The thickness may vary across the site, but we anticipate this will generally require the removal of approximately 1 to 2 inches of soil across the site. The existing fill piles should also be removed, but may be replaced in properly moisture conditioned and compacted lifts after removal of debris and oversized particles.

The grubbed soil may be stockpiled for use in landscaped areas. If this soil is placed in landscaped areas, then CMU fence footings or other structures/improvements, which may be supported in these areas (above the grubbed soil), should be overexcavated to allow for the placement of properly compacted structural fill which extends to the appropriate depth as stated below.

Observations of the subsurface soil and bedrock during our investigation indicate the upper approximately ½ to 2 feet (varies across the site) of the near surface soil is loose and dry This soil is unsuitable in its existing condition.

Prior to placing site grading fill, base course or concrete, the full depth of the previously described unsuitable soils should be removed from beneath the proposed building pad and roadways.

The limits of the overexcavation should extend at least 5 feet beyond the perimeter of the proposed construction. The lateral extent of the overexcavation should be determined by survey and is the responsibility of the owner/contractor.

Subsequent to overexcavation and prior to placing fill, the exposed subgrade should be scarified to a depth of 8 inches, moisture conditioned and compacted. If the exposed subgrade consists of bedrock, scarification and compaction will not be necessary and the exposed subgrade may be wetted and proof rolled. The removed material may then be replaced in properly moisture conditioned and compacted lifts.

2. Excavation

We anticipate that excavation of the overburden soils and soft bedrock at the site can be accomplished with typical excavation equipment. Portions of deeper, more competent bedrock may require the use of heavy duty excavation equipment to excavate below the weathered zone.

3. Grading Slopes and Trenches

Permanent cut slopes excavated into the overburden soils and highly weathered bedrock should be cut no steeper than 2:1 (horizontal to vertical). Permanent cut slopes into the underlying firm to hard bedrock should be cut no steeper than ½:1 (Horizontal:vertical).

Unretained fill slopes constructed with properly compacted on-site soil and processed bedrock should be graded no steeper than 2½:1 (horizontal to vertical). Slopes should include benches in accordance with the 2015 IBC. The cut and fill slopes will be highly susceptible to erosion, particularly resulting from run off from the adjacent slopes. Water should be directed around slopes using drainage swales to reduce potential erosion. A lot specific drainage study should be conducted by the civil engineer to control localized runoff.

To reduce erosion, the fill slopes may be flattened to 3:1 (horizontal to vertical) or they may be retained. Fill slopes may also be protected from erosion with an appropriate geotextile or riprap underlain with filter fabric. More detailed recommendations for riprap erosion control can be provided if requested.

Fill slopes should be graded by overbuilding and then cut back to the desired grade to provide a compacted slope face. Fill placed on existing slopes steeper than 3:1 (horizontal to vertical) should be placed using a benching procedure to "key" the fill into the existing slope. Benches should be of sufficient width to allow adequate area for the compaction equipment.

Utility trenches excavated in the on-site soils and soft, highly weathered bedrock should be excavated in accordance with OSHA requirements using a OSHA Soil Class C (1½:1 Horizontal:Vertical) soils and Soil Class A (¾:1) for trenches excavated into the firm bedrock. Steeper trenches may require the use of shoring or a trench box to provide as safe work environment. Safe trench excavation is the responsibility of the contractor.

4. Materials

Import materials should be non-expansive, non-gypsiferous, granular soil. Listed below are the materials recommended for imported fill.

| Area | Fill Type | Recommendations |
|-------------------------------|----------------------------------|---|
| Foundations/slabs | Site grading/ structural fill | -200 <35%, LL <30% Maximum size: 4 inches Solubility < 1% |
| Underslab (upper 4 inches) | Base course | -200 < 12% Maximum size: 1 inch Solubility < 1% |

^{-200 =} Percent Passing the No. 200 Sieve

LL = Liquid Limit

The on-site silty sand to sandy silt, fill and properly processed bedrock, free of organics, debris and material greater than 6 inches in size, are suitable for use as site grading fill, structural fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 6 inches and at least 40 percent of the material passes the No. 4 sieve.

5. <u>Compaction</u>

Compaction of materials placed at the site should equal or exceed the following minimum densities when compared to the maximum dry density as determined by ASTM D-1557:

| Area | Percent Compaction | | | |
|-----------------------|--------------------|--|--|--|
| Subgrade | 90 | | | |
| Footings/building pad | 95 | | | |
| Site grading | 95 | | | |
| Utility trenches | 95 | | | |
| Wall backfill | 95 | | | |

To facilitate the compaction process, the fill should be moisture conditioned to within 2 percentage points of the optimum moisture content as determined by ASTM D-1557 prior to placement. Fill should be placed in loose lift thicknesses which do not exceed the capacity of the equipment being utilized. Generally, 6 to 8-inch loose lifts are adequate. Lift thicknesses should be reduced to 4-inches for hand compaction equipment.

6. Surface Drainage

Positive site drainage should be maintained during the course of construction. After construction has been completed, positive drainage of the surface water away from the buildings in each direction must be maintained. To reduce infiltration adjacent to foundations we recommend the following:

- a. A minimum slope of 6 inches in the first 10 feet from the perimeters of the structures should be provided.
- b. Roof gutter systems should be installed around the perimeters of the structures. Roof downspouts should discharge away from the buildings so as to prevent ponding adjacent to foundations. We recommend piping roof drains to the curb and gutter downslope from the structures.
- c. Placement of 3 to 4 foot wide concrete aprons around the perimeters of the structures.
- d. Landscaping requiring water should not be placed adjacent to or within5 feet of foundations.
- e. We also recommend that desert landscaping, which requires no water, be used adjacent to concrete walls and masonry walls or other cement containing elements which will be backfilled to reduce salt migration of soluble salts and the subsequent salt weathering on cement containing elements. Further, the below grade portions of walls/fences which are backfilled with soil should be protected with an impermeable membrane and a subsurface drain. A gravel covered, perforated PVC pipe should also be placed at the base of the wall to carry water to a discharge point. This is intended to reduce the potential for salt weathering on concrete/masonry.

7. <u>Subsurface Drainage</u>

We recommend placement of a perimeter subdrain around the basement walls due to possible presence of future groundwater which may become perched on the underlying bedrock resulting from development. The drain should consist of a 4 inch perforated PVC pipe placed around the perimeter of the of the basement footings. It should be placed such that the bottom of the pipe is at least 12 inches below the finished floor elevation and should slope at a 2% minimum grade to drain by gravity or to a sump. A sump pump should be placed, if necessary, to remove water which may become present in the future. The perforated pipe should be backfilled with 1 inch minus crushed gravel to an elevation at least 1 foot above the highest anticipated groundwater level. Prior to backfilling the basement walls with properly compacted fill, Mirafi 140N filter fabric should be placed over the gravel to prevent sand from migrating into the gravel.

B. Foundations

This report does not address swimming pools. Support of proposed pools should addressed with a lot specific subsurface investigation and report to provide pool support recommendations. Recommendations for design of conventional spread and spot footing are provided below.

1. Bearing Material

The proposed residences may be supported on conventional spread and spot footings bearing on directly on the underlying bedrock or on properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by removing the full depth of unsuitable, loose soils (½ to 2 feet) as recommended in the Subgrade Preparation section of this report. Basement footings may be supported on a minimum of 1 foot of properly compacted structural fill or directly on bedrock.

2. Bearing Pressure

Footings bearing on properly compacted structural fill may be designed for a net allowable bearing pressure of 2,500 psf. The net allowable bearing pressure may be increased to 3,500 psf for footings which will be supported directly on bedrock.

3. Footing Width and Embedment

Footings should have a minimum width of 18 inches and should be embedded at least 12 inches below the lowest adjacent grade.

4. Temporary Loading Conditions

The allowable bearing pressures may be increased by one-half for temporary loading conditions such as wind or seismic loads.

5. <u>Settlement</u>

We estimate that settlement will be approximately 1 inch for footings designed as indicated above due to the load of the structure. Differential settlement is estimated to be approximately ½ inch.

6. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to placement of fill or concrete.

7. Foundation Setback

Foundations supporting the residences should be set back from the crest of the top ridge at least 30 feet.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on a zone of properly prepared (overexcavated) and compacted fill as stated in the Subgrade Preparation section of this report with a minimum thickness of at least 12 inches.

2. Underslab Base Course

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and promote even curing of the concrete.

3. Vapor Barrier

A vapor barrier should be placed below slabs in areas which will receive sensitive floor coverings or coverings which are impermeable. Vapor barriers also provide protection from salt and sulfate attack.

D. Lateral Earth Pressures

1. <u>Lateral Resistance for Footings</u>

Lateral resistance for spread footings is controlled by sliding resistance developed between the footing and the subgrade soil. An ultimate friction value of 0.45 may be used in design for ultimate lateral resistance of footings bearing on properly compacted on-site soils.

2. Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. We recommend the basement walls be designed in an at-rest condition.

The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

| Description | Active | At-Rest | Passive |
|--|--------|---------|---------|
| Imported or on site granular backfill (sand or gravel) | 35 pcf | 55 pcf | 325 pcf |
| Imported or on site granular backfill - Earth pressure coefficient | 0.28 | 0.44 | - |

The above values account for the lateral earth pressures due to the soil and level backfill conditions and do not account for hydrostatic pressures or surcharge loads.

Lateral loading should be increased to account for surcharge loading using the appropriate earth pressure coefficient and a rectangular distribution if structures are placed above the wall and are within a horizontal distance equal to the height of the wall. If the ground surface slopes up away from the wall, the equivalent fluid weights should also be increased.

Care should be taken to prevent percolation of surface water into the backfill material adjacent to the retaining walls. The risk of hydrostatic build up can be reduced by placing a subdrain behind the walls consisting of free-draining gravel wrapped in a filter fabric.

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be modified as follows according to the Mononobe-Okabe method assuming a level backfill condition:

| Lateral Earth | Seismic Modification | | | |
|--------------------|----------------------|--|--|--|
| Pressure Condition | (2% PE in 50 yrs) | | | |
| Active | 20 pcf increase | | | |
| At-rest | O pcf increase | | | |
| Passive | 41 pcf decrease | | | |

The seismic increases and decrease assume a peak ground acceleration (PGA) of 0.23g and a 1 second period ground acceleration (S_1) of 0.17g using the Mononobe-Okabe pressure distribution. The resultant of the seismic increase should be placed up from the base of the wall a distance equal to $\frac{1}{3}$ the height of the wall.

4. Safety Factors

The values recommended assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismicity, Liquefaction and Faulting

1. Seismic design parameters are provided below:

| | Seismic Parameter | | | |
|--|-----------------------------------|--|--|--|
| Description | 2,500 yr event (≈2% PE in 50 yrs) | | | |
| 2015 IBC | С | | | |
| Site Latitude | 37.0435° | | | |
| Site Longitude | -113.5223° | | | |
| PGA - Site Class B | 0.23g | | | |
| $\mathrm{S_{s}}\left(\mathrm{0.2~second~period}\right)$ - Site Class B | 0.56g | | | |
| S ₁ (1 second period) - Site Class B | 0.17g | | | |
| F _{pga} - Site Class Factor | 1.17 | | | |
| F _a - Site Class Factor | 1.18 | | | |
| F _v - Site Class Factor | 1.63 | | | |

2. <u>Liquefaction</u>

Based on subsurface conditions encountered in the test pits, the subsurface soils observed are non-liquefiable to the depths investigated during a seismic event.

3. Faulting

Based on a review of available geologic literature, there are no mapped faults extending near or through the site.

F. Soil Corrosion

Laboratory test results completed on samples collected at the site indicate water soluble sulfates concentrations ranging from 5,700 to 5,940 parts per million (ppm). Therefore, we recommend concrete elements that will be exposed to the on-site soils be designed in accordance with provisions provided in the American Concrete Institute Manual of Concrete Practice (ACI) 318-II. Table 4.2.1 and 4.2.1 of ACI 318-11 should be referenced for design of concrete elements utilizing a Sulfate Exposure Class of S2, and a sulfate exposure severity of "severe".

Consideration should also be given to cathodic protection of buried metal pipes. We recommend utilizing PVC pipes where local building codes allow.

G. Pavement

1. <u>Subgrade Support</u>

We anticipate that the subgrade materials beneath the pavement areas will consist of properly compacted silty sand to sandy silt. Prior to placement of road base, the subgrade should be prepared as recommended in the subgrade preparation section of this report. A California Bearing Ratio (CBR) of 7 percent was assumed for a properly compacted sandy silt subgrade for purposes of design.

2. Pavement Thickness

Based on the assumed traffic loadings and St. George City traffic indexes, a 20-year design life, and AASHTO design methods, the following pavement sections are recommended.

| Roadway | Asphalt (in.) Base Course | | | |
|----------------------|---------------------------|---|--|--|
| 45 foot right-of-way | 21/2 | 6 | | |
| Banded Hills Drive | 3 | 6 | | |

3. Pavement Materials

The pavement materials should meet City of St. George specifications for gradation and quality. The pavement thicknesses indicated above assume that the base course is a high quality material with a CBR of at least 50 percent and the asphaltic concrete has a minimum Marshall stability of 1,800 pounds. Other materials may be considered for use in the pavement section. The use of other materials may result in other pavement material thicknesses.

4. <u>Drainage</u>

The collection and diversion of drainage away from the pavement surface is extremely important to the satisfactory performance of the pavement section. Proper drainage should be provided.

H. Construction Testing and Observations

We recommend the following testing and observations be done as a minimum as required by the City of St. George.

- 1. Observe grubbing and verify removal of soil containing roots and organics.
- Verify that recommended overexcavation depths are achieved in the building pads and beneath roadways. The lateral extent of the building pad should be located by survey (not included in AGEC's Scope of Services) and includes an area which extends at least 5 feet beyond the buildable area as per city setback requirements.
- Verify that recommended structural fill depths are provided below foundations and slabs.
- 4. Conduct compaction testing on fill placed below foundations and in building pads. We recommend testing each foot of fill placed.
- Conduct construction materials testing on city improvements at a frequency which meets or exceeds St. George City requirements.

I. Geotechnical Recommendation Review

The client should familiarize themselves with the information contained in this report. If specific questions arise or if the client does not fully understand the conclusions/recommendations provided, AGEC should be contacted to provide clarification.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the test pits excavated, the referenced report, the data obtained from laboratory testing, and our experience in the area. Variations in the subsurface conditions may not become evident until excavation is conducted. If the subsurface conditions or groundwater level are found to be significantly different from those described above, we should be notified to reevaluate our recommendations.

If you have any questions or if we can be of further service please call.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Arnold DeCastro, P.E.

Reviewed by JRH, P.E.

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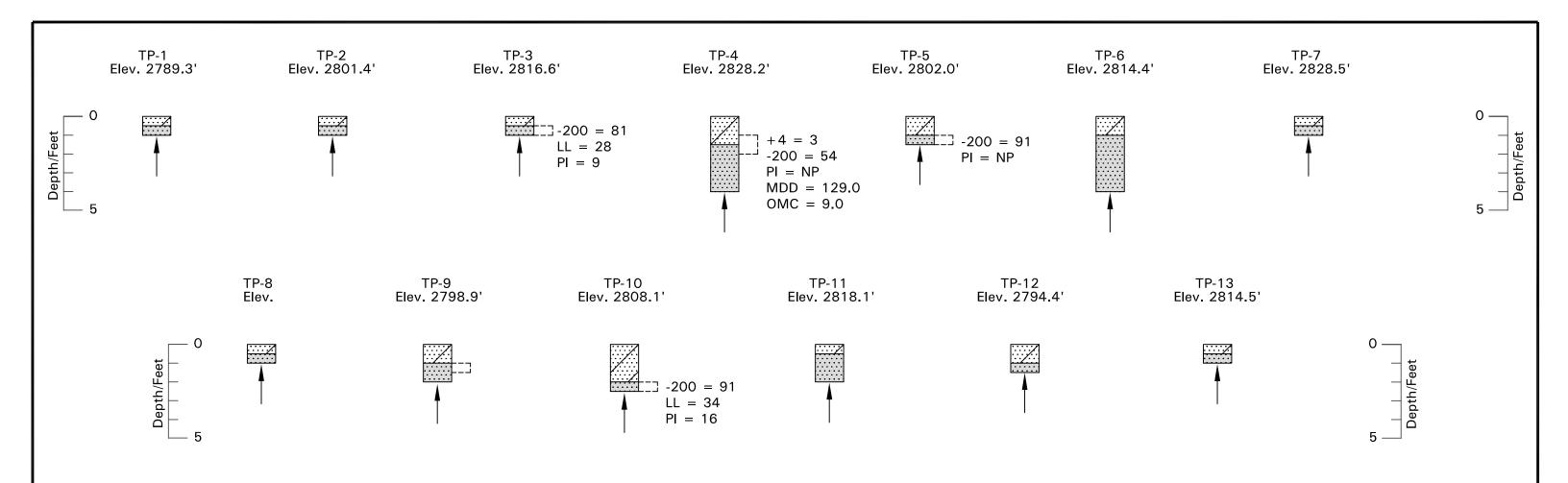
Applied GeoTech





BANDED HILLS SUBDIVISION ST. GEORGE, UTAH

Not to Scale



LEGEND:

Silty Sand (SM); loose, dry to slightly moist, and reddish brown in color.



Bedrock; interbedded sandstone, siltstone and shale bedrock, moderately hard, dry, and red/brown in color.



Indicates disturbed sample taken.

2172452

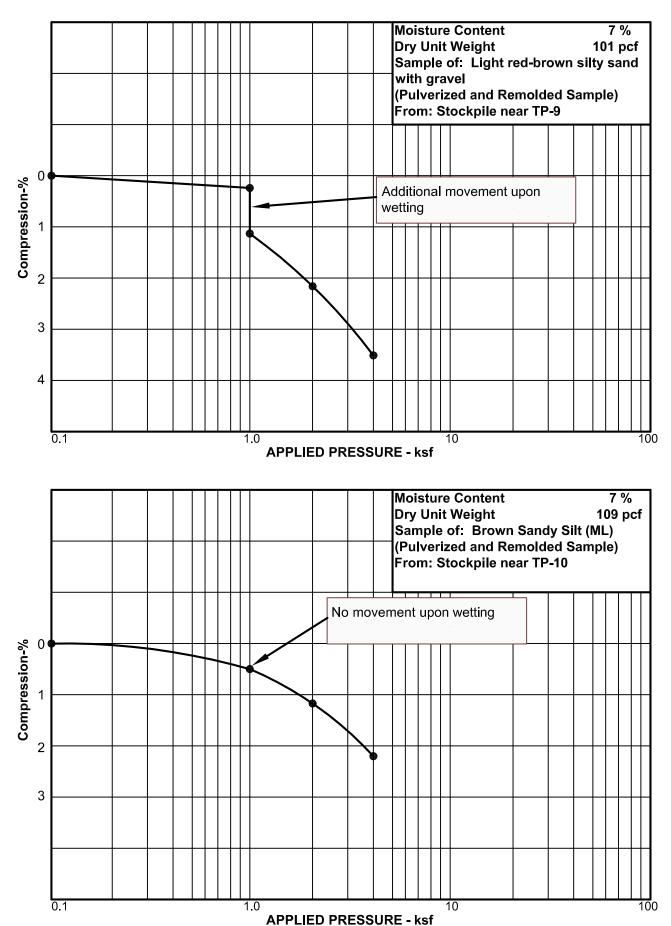
Indicates practical backhoe refusal on sandstone bedrock.

NOTES:

- The test pits were excavated on January 24, 2018 with a mini excavator.
- 2. The locations of the test pits were measured by pacing from features shown on the site plan, Figure 2.
- The elevations of the test pits were estimated using a hand level and are based on the benchmark shown on Figure 2.
- The test pit locations and elevations should be considered accurate only to the degree implied by the method used.
- The lines between the materials shown on the test pit logs represent the approximate boundaries between material types and the transitions may be gradual.
- Free water was not encountered in the test pits at the time of excavation.
- +4 = percent retained on the No. 4 sieve,
 - -200 = percent passing No. 200 sieve;
 - LL = liquid limit (%);
 - PI = plasticity index (%);
 - NP = non plastic;
 - MDD = maximum dry density (pcf);
 - OMC = optimum moisture content (%).

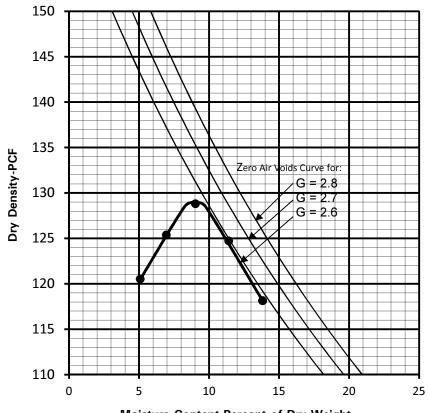
Figure 3

Applied Geotechnical Engineering Consultants, Inc.





Applied GeoTech Project: Banded Hills



Sample Date: 1/24/18 Sample No. 180126D Maximum Dry Density: 129.0 Optimum Moisture: 9.0

Atterberg Limits

Liquid Limit:

Plasticity Index: Non-Plastic

<u>Gradation</u>

Reviewed By: TT

5

Figure:

3% Gravel: Sand: 43% Silt & Clay: 54%

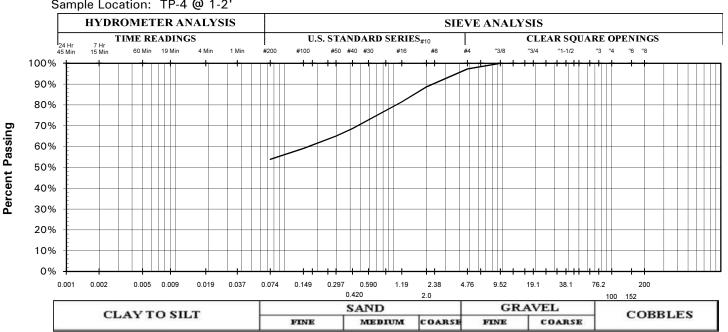
Moisture Content-Percent of Dry Weight

Moisture - Density Relationship Test Procedure: AASHTO T-180 B

USCS Classification: sandy silt (ML)

AASHTO Classification: A-4 Sample Location: TP-4 @ 1-2'

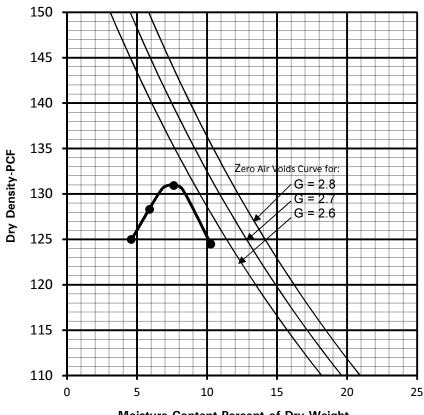
Project No.: 2172452



GRADATION AND MOISTURE-DENSITY **RELATIONSHIP RESULTS**



Applied GeoTech Project: Banded Hills



Sample Date: 2/5/18 Sample No. 180206B Maximum Dry Density: 131.0 7.5 Optimum Moisture:

Atterberg Limits

Liquid Limit:

Plasticity Index: Non-Plastic

<u>Gradation</u>

25% Gravel: Sand: 32% Silt & Clay: 43%

Figure:

6

Moisture Content-Percent of Dry Weight

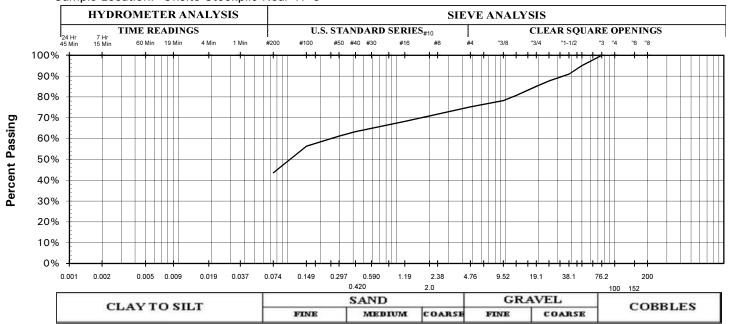
Moisture - Density Relationship Test Procedure: AASHTO T-180 B Reviewed By: TT

USCS Classification: Light red-brown, Silty Sand with Gravel (SM) Rock Corrected

AASHTO Classification: A-4

Project No.: 2172452

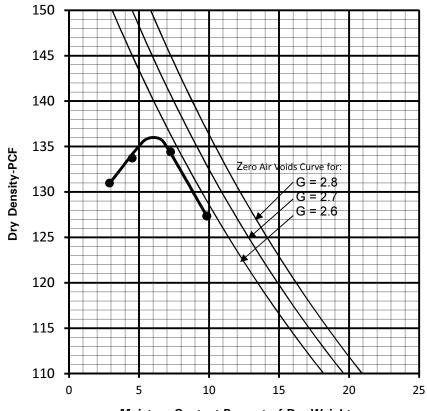
Sample Location: Onsite Stockpile Near TP-9



GRADATION AND MOISTURE-DENSITY **RELATIONSHIP RESULTS**



Applied GeoTech Project: Banded Hills



Sample Date: 2/5/18 Sample No. 180206A Maximum Dry Density: 136.0 Optimum Moisture: 6.0

Atterberg Limits

Liquid Limit:

Plasticity Index: Non-Plastic

<u>Gradation</u>

Reviewed By: TT

7

Figure:

2% Gravel: Sand: 39% Silt & Clay: 59%

Moisture Content-Percent of Dry Weight

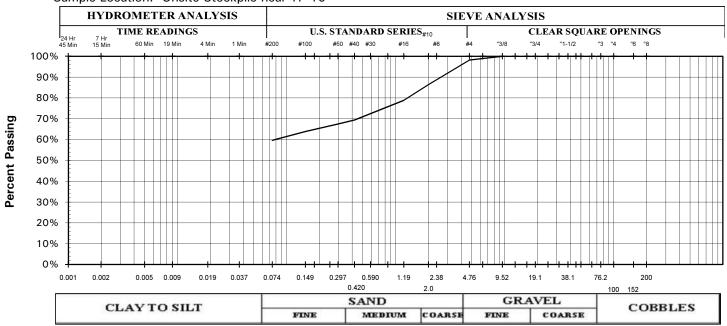
Moisture - Density Relationship Test Procedure: AASHTO T-180 B

USCS Classification: Brown, Sandy Silt (ML)

AASHTO Classification: A-4

Project No.: 2172452

Sample Location: Onsite Stockpile near TP-10



GRADATION AND MOISTURE-DENSITY **RELATIONSHIP RESULTS**

Applied Geotechnical Engineering Consultants, Inc.

Table 1 - Summary of Laboratory Test Results

Banded Hills Subdivision Project No. 2172452

| Sample Loca | tion | | | | Gradati | on | Atterbei | g Limits | Moisture-De | ensity Relationship | | |
|-------------------------|------------|---------------------------------------|---------------------------------|------------|----------|---------------|------------------------|-------------------------|---------------------------------|------------------------------------|---------------------------------------|------------------------------------|
| Test Pit No. | Depth (ft) | Natural Moisture Content (%) | Natural Dry Density (pcf) | Gravel (%) | (%) Sand | Silt/Clay (%) | Liquid Limit (%) | Plastic Index (%) | Maximum Dry Density (pcf) | Optimum Moisture Content (%) | Water Soluble Sulfates (ppm) | Soil Type |
| TP-3 | 1/2 | | | | | 81 | 28 | 9 | | | | Shale Bedrock |
| TP-4 | 1-2 | | | 3 | 43 | 54 | | NP | 129.0 | 9.0 | | Sandy Silt (ML) |
| TP-5 | 1 | | | | | 91 | | NP | | | | Siltstone Bedrock |
| TP-10 | 2 | | | | | 91 | 34 | 16 | | | | Shale Bedrock |
| Stockpile near TP-9 | | 7 | | 25 | 32 | 43 | | NP | 131.0 | 7.5 | 5,700 | Fill - Silty Sand with Gravel (SM) |
| Stockpile near TP-10 | | 7 | | 2 | 39 | 59 | | NP | 136.0 | 6.0 | 5,940 | Fill - Sandy Silt (ML) |

Exhibit D

HILLSIDE REVIEW BOARD AGENDA REPORT: 04/18/2018

HILLSIDE DEVELOPMENT PERMIT

Banded Hills

Case No. 2018-HS-002

Request: A request for a Hillside Development Permit to allow development of a

proposed single family residential development on "Banded Hills Drive."

Project: The purpose of this project is to develop eleven (11) residential lots in

compliance with the hillside ordinance.

Owner: Quality Development

Representative: Steve Kamlowski

Engineer: Development Solutions Group

APN: SG-5-3-15-121-STL (SG-5-3-15-311)

Location: Located at approximately 2915 E Banded Hills Drive (generally located

between Copper Cliff Drive and Banded Hills Drive)

Acreage: Site area = 9.12 acres

Disturbed area = 7.93 acres

Zone: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

Adjacent zones: North = OS & R-1-10

South = ASBP (Airport)

East = OSWest = R-1-10

Powers & Duties: Section 10-13A-12.B.1 of the "Hillside Review Board Powers and Duties"

states that the hillside board can make recommendations for approval, conditional approval, and denial to the Planning Commission (PC) and

City Council (CC).

Permit required: Section 10-13A-6:A requires that all major development (i.e, cut greater

than 4', etc.) on slopes above 20% requires a 'hillside development permit' granted by the City Council upon recommendation from the

Hillside Review Board and the Planning Commission.

HSRB 2018-HS-002 Banded Hills Page 2 of 22

Geotech:

A Geological Hazard Assessment and Preliminary Geotechnical Report was prepared by AGEC (*Applied Geotechnical Engineering Consultants, Inc.*) on February 23, 2018 (*Project No. 2172452*). The report includes a summary of conditions and recommended investigations and mitigations to occur with development.

Rockfall:

AGEC prepared a rockfall report with recommendations for mitigations; its included in the "Geologic-Hazard Study" report dated February 13, 2018.

Drainage:

A "Drainage Study" dated March 26, 2018, was prepared by Development Solutions Group, Inc. The report is an analysis of on-site and off-site hydrology under current conditions and with proposed development of the site. The report addresses proposed mitigations for handling drainage.

Applicable Ordinance(s):

(Selected portions)

10-13A-1: Purpose

The city finds that the health, safety and the general public welfare of the residents of the city will be promoted by establishing standards for the development and excavation of hillside and slope areas located in the city so as to minimize soil and slope instability and erosion, to minimize the adverse effects of grading, cut and fill operations, to preserve the character of the city's hillsides, and to otherwise supplement and amplify the city subdivision and zoning ordinances. The provisions herein are designated to accomplish the following:

- A. Prohibit development of uses which would likely result in a hazardous situation due to slope instability, rock falls or excessive soil erosion.
- B. Provide for safe vehicular circulation and access.
- C. Encourage the location, design and development of building sites in a manner that will minimize the scarring and erosion effects of cutting, filling and grading of hillsides.
- D. Encourage preservation of open space by encouraging clusters or other design techniques to preserve the natural terrain.
- E. Where hillside excavation does occur, require that buildings be located in the cut area to minimize the visual effects of scarring. (1998 Document § 10A-1)

Section 10-13A-4: Density and Disturbance Standards

A. Schedule: In furtherance of the purposes set forth above, density and site disturbance within the hillside development overlay zone shall comply with the following schedule. Any portion of a development parcel having a slope greater than forty percent (40%) shall not be included in the calculation of the area of such parcel for the purposes of determining conformity with the density requirements below:

| Percent | Dwelling Units (DU) / Acre |
|---------|--|
| Natural | |
| Slope | |
| 0-19 | See underlying zone |
| 20-29 | 2 DU/acre, provided the units are clustered on 30 percent (30%) or less of the land |
| | area within this slope category. 70 percent of this slope category shall remain |
| | undisturbed. The 70 percent area is based upon the overall area/development rather |
| | than per lot. Also see subsections A1, A2, and A3 of this section. |
| 30-39 | 1 DU/10 acres, provided no more than 5 percent (5%) of the site is disturbed, and 95 |
| | percent of the site remains undisturbed. If the cumulative area is at least 1 acre but |
| | less than 10 acres, the cumulative area shall be allowed 1 DU. |
| 40 | Development is not permitted (0%), except as provided for in subsection A4 of this |
| | section. |

- A.<u>4</u>.
- The city council, after considering the recommendation from the hillside review board, and from the planning commission may approve the removal of small hills which contain slopes forty percent (40%) or greater subject to determining the application conforms to all of the following requirements:
- a. The hill is not contiguous to nor part of a major hillside formation, and
- b. The removal of such landform will not create a negative aesthetic impact in the opinion of the city council, and
- c. The land area is zoned for residential, commercial, or industrial development. (Ord. 2013-01-001, 1-3-2013)

Section 10-13A-5: Slope and Slope Areas Determined

- B. Procedure: The location of the natural twenty percent (20%), thirty percent (30%) and forty percent (40%) slopes for the purposes of this article shall be determined using the following procedure: (Ord. 2005-07-007, 7-21-2005)
 - 3. Determination of Slope Areas for Density Calculations: Using the contour maps, slopes shall be calculated in intervals no greater than forty feet (40') along profile lines. Points identified as slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%) shall be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining dwelling unit density. Small washes or rock outcrops which have slopes

distinctly different from surrounding property and not part of the contiguous topography may be excluded from slope determination if, in the opinion of the hillside review board, the exclusion of such small areas from slope determination will not be contrary to the overall purpose of this article. For the purpose of determining developable areas and allowable densities, previously disturbed hillside areas shall be considered on a pre-disturbance natural slope basis, where feasible, as proposed by the applicant's engineer and approved by the hillside review board. Where a property owner restores a previously disturbed area to a natural or near natural condition, the area may be included within a required no disturbance area. (Ord. 2005-07-007, 7-21-2005)

Comments:

If the HSRB recommends approval of a hillside permit, then the permit request advances forward to the Planning Commission (PC) for review and recommendation and then on to the City Council (CC) for approval or denial.

If approved, staff would work with the applicant for submittal of a SPR (Site Plan Review) application with the required accompanying civil engineering plan set (*for plan review*).

- 1. <u>Hillside Permit</u> A hillside permit is required per ordinance and the HSRB will make recommendations to the PC & CC.
- 2. Zoning For this project, no zone change is proposed because the project would fit into the existing R-1-10 zone.
- 3. Development It's proposed to develop eleven (11) single family residences. A thirty (30) foot setback line from an established ridge line will be required as presented. Retaining walls will be incorporated. No disturb (*no build*) areas will be established on lots 1 thru 8 as presented. The 'Minor Hills' may be removed as presented (*minor hills and/or cuts left over from the Banded Hills Road construction*).
- 4. <u>Drainage</u> Drainage shall comply with the 'Drainage Study' dated March 26, 2018 by Development Solutions Group.
- 5. <u>Geotechnical Investigation</u> All earthworks shall comply with the recommendations and mitigations presented in AGEC Geotech Report for project #2172452 dated February 23, 2018.
- 6. <u>Rockfall</u> Rockfall hazards shall be mitigated in compliance with the recommendations found in the AGEC "Geologic-Hazard Study" report dated February 13, 2018.

HSRB Motion:

The following are examples of possible motions;

1. <u>Denial</u> - This application is recommended for denial because

2. <u>Table</u> – This application is recommended to be tabled to allow the applicant an opportunity to provide the following information

3. Approval - A motion to recommend approval to remove insignificant slope areas to allow development of a proposed single family residential development off of Banded Hills Drive. The recommended areas to be removed are depicted on Sheet SAM-1 titled "Slope Analysis Map" (dated 3/26/2018). This removal is justified with the **findings** that the areas within the identified "limits of disturbance" per Section 10-13A-4.A.4.a) are <u>not</u> contiguous nor part of a major hillside formation, b) the removal of such areas will <u>not</u> create a negative aesthetic impact in the opinion of the City Council, and c) the land area <u>is</u> zoned for residential development. The applicant shall work with staff during the construction plan review process to address any rockfall hazards, geotech hazards, and drainage and sediment issues, and will follow the recommendations of the drainage report, geotechnical report, and rockfall report.

Street Photos – Banded Hills







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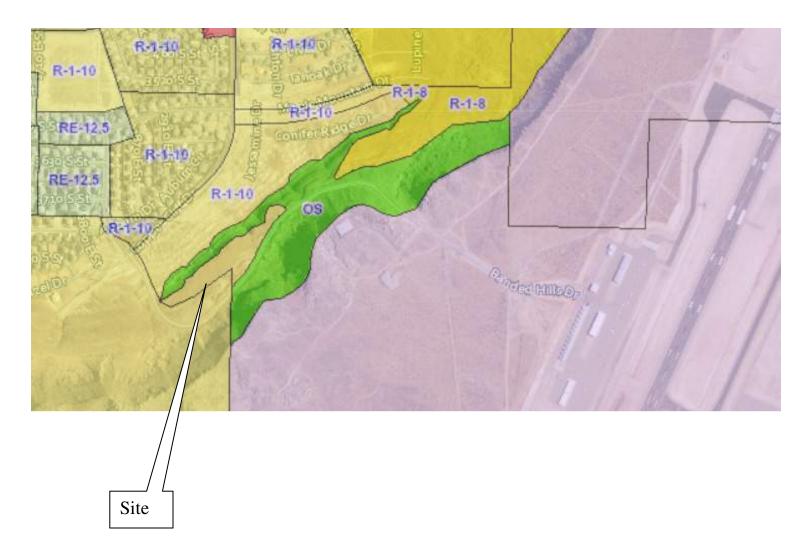




Vicinity - Aerial Map



Zoning Map

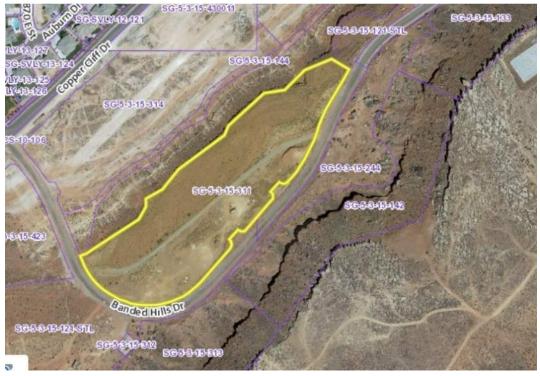


Property

City GIS



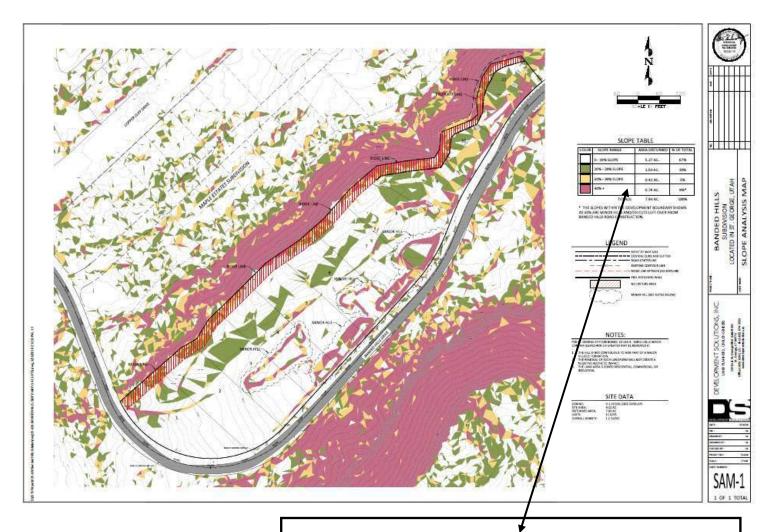
Washington County



Slope Map – Full Sheet

(Colored Contour Map)

(Full size plan is in the HSRB packet)



SLOPE TABLE

| COLOR | SLOPE RANGE | AREA DISTURBED | % OF TOTAL |
|-------|-----------------|----------------|------------|
| | 0 - 19% SLOPE | 5.27 AC. | 67% |
| | 20% - 29% SLOPE | 1.50 AC. | 19% |
| | 30% - 39% SLOPE | 0.42 AC. | 5% |
| | 40% + | 0.74 AC. | 9%* |
| | TOTALO | 7.02.10 | 4000/ |

TOTALS: 7.93 AC. 100%

^{*} THE SLOPES WITHIN THE DEVELOPMENT BOUNDARY SHOWN AS 40% ARE MINOR HILLS AND/OR CUTS LEFT OVER FROM BANDED HILLS ROAD CONSTRUCTION.

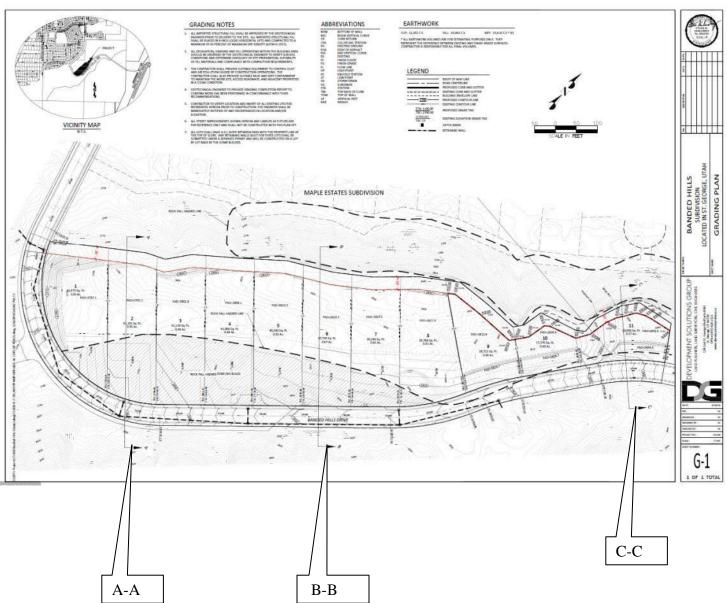
Slope Map – Detail

(Colored Contour Map)

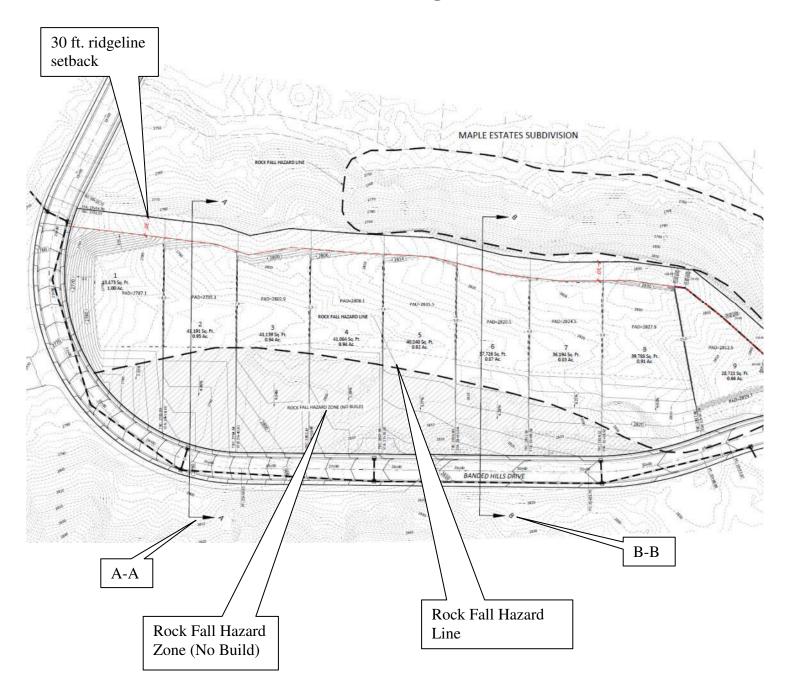
(Full size plan is in the HSRB packet)



Grading Plan

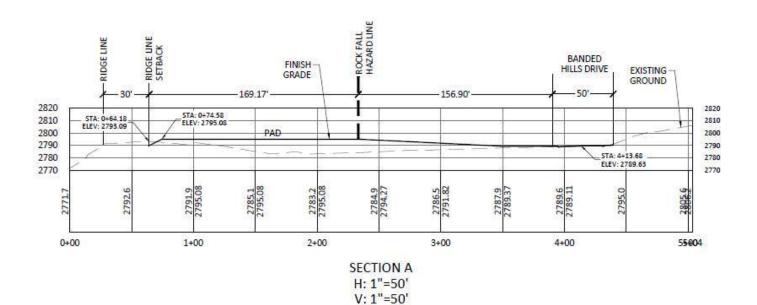


Detail – Grading Plan

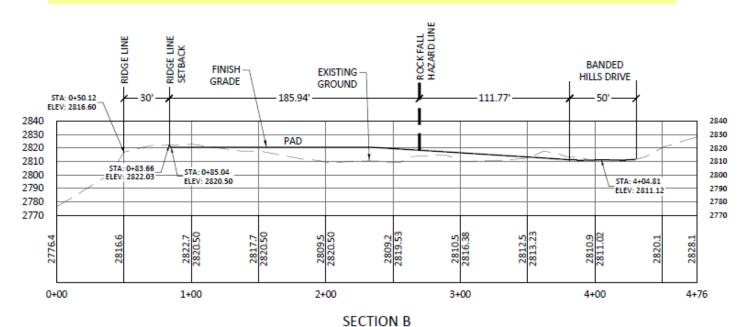


Cross Sections

A-A

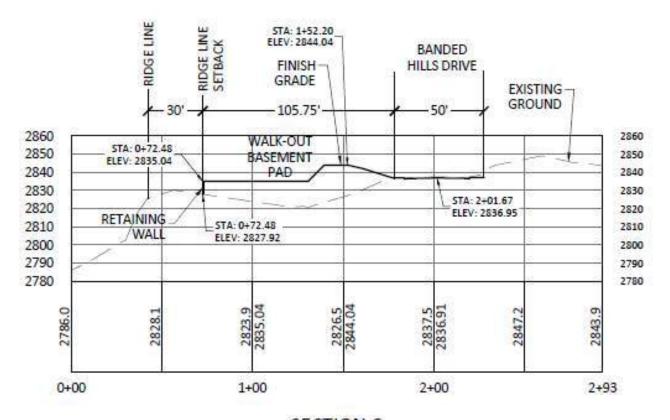


B-B



H: 1"=50' V: 1"=50'

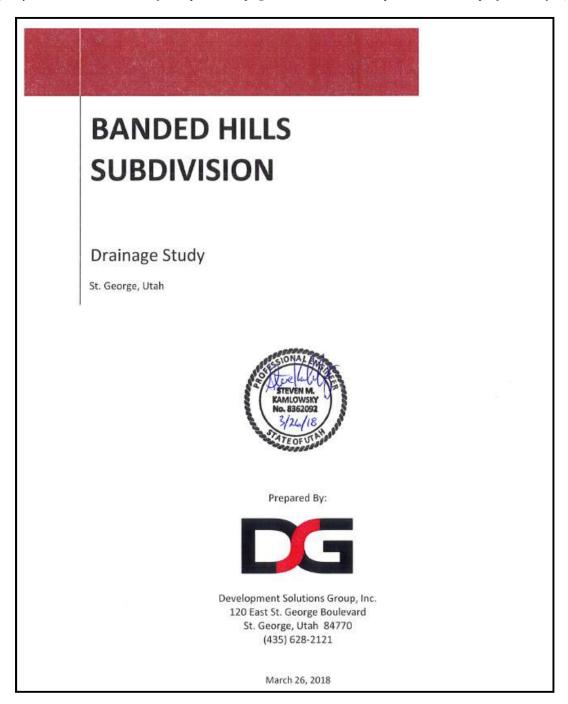
C-C



SECTION C H: 1"=50' V: 1"=50'

Drainage Report

(Only the cover is shown; the full report is 26 pages and is in the HSRB packet and in the project case file)



Geotechnical Report

(Cover only is shown; the full report is 30 pages long and is in the HSRB packet and in the project case file)



GEOTECHNICAL INVESTIGATION

BANDED HILLS SUBDIVISION

ST. GEORGE, UTAH

PREPARED FOR:

DEVELOPMENT SOLUTIONS 120 E ST. GEORGE BOULEVARD #300 ST. GEORGE, UTAH 84770

ATTENTION: STEVE KAMLOWSKY, P.E.

PROJECT NO. 2172452

FEBRUARY 23, 2018

1420 South 270 East • St. George, Utah 84790 • (435) 673-6850 • FAX (435) 673-1044

Hazard – Rock Fall Report

(Only the cover is shown; the full report is 6 pages and is in the HSRB packet and in the project case file)



February 5, 2018

Development Solutions 120 East St. George Blvd. #300 St George, Utah 84770

Attention: Steve Kamlowsky

Subject: Geologic-hazard Study

Banded Hills Subdivision Banded Hills Drive St George, Utah Project No. 2172453

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to perform a geologic-hazards study for the proposed Banded Hills Subdivision located below the airport bluff, northwest of Banded Hills Drive in St. George, Utah (see Figure 1).

PROPOSED CONSTRUCTION

We understand the area is planned for single-family residences. The approximate area planned for development is shown on Figure 1.

GEOLOGY

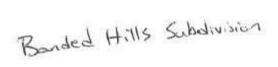
The geology for the area was mapped by Hayden and Willis (2011) to consist of the upper unit of the Triassic-age Moenkopi Formation. This unit consists of interbedded siltstone and sandstone. The Triassic-age Shnabkaib Member of the Moenkopi underlies this unit and consists predominantly of siltstone. The Shinarump Conglomerate Member of the Chinle Formation overlies the Moenkopi Formation and makes up the rock near the top of the bluff southeast of the site, the source of the rockfall for the southeast portion of the property. The bedrock exposed on the property is that of the Moenkopi Formation. The bedrock in the area dips down toward the southeast at approximately 17 degrees.

GEOLOGIC-HAZARD EVALUATION

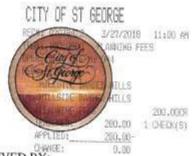
Low-sun-angle aerial photographs from 1960 and aerial photographs from 1938 were reviewed along with site reconnaissance to determine what potential geologic hazards may affect the proposed development. Rockfall and faulting are the two geologic hazards that

600 West Sandy Parkway • Sandy, Utah 84070 • (801) 566-6399 • FAX (801) 566-6493

Application



HILLSIDE REVIEW APPLICATION



| | | | 20 |
|---|--|-----------------------|---|
| FILE #:200 HS 002 FEE: \$200 | FILING DATE: _ FEES PAID: | RECEIVED PSR Date: | OHNOE: BY: |
| APPLICANT INFORMA | TION | | |
| LEGAL OWNER(S) OF SUI | BJECT PROPERTY: | Quality Development | |
| MAILING ADDRESS: 1472 | 2 E. 3950 S. St. Georg | e, UT 84790 | |
| PHONE: 634-0111 | CELL: | FAX: | |
| APPLICANT: _Developmen (If different than owner) | nt Solutions Group | | ======================================= |
| MAILING ADDRESS: 120 | E. St. George Blvd., | St. George, UT 84770 | |
| PHONE: 628-2121 | CELL: | FAX: | |
| CONTACT PERSON/REPRI | ESENTATIVE: Steve | Kamlowsky | |
| MAILING ADDRESS: | | | |
| PHONE: | CELL; | FAX: | |
| PROPERTY INFORMA | TION | | |
| STREET ADDRESS OF PRO | OPERTY: 2915 E. Ba | nded Hills Drive | |
| ASSESSOR'S PARCEL NU | MBER(S): SG-5-3-15 | -311 | |
| ZONING: R-1-10 | GENERAL PLAN | LDR | |
| LEGAL DESCRIPTION: (A | tach separate sheet if no | cessary) See Attached | |
| | 100 | Lot / Plat | |
| EXISTING USE: None | | | |
| | f property and/or Building | gs | |
| PROPOSED USE: Single I | Family Residential of property and/or Building | rs. | |
| FLOR A | - beatiered against manifolding | wat. | |

SUBMITTAL "CHECK LIST"

Note: The applicant is responsible for familiarizing themselves with Title 10, Chapter 13-A "Hillside Development Overlay Zone" of the St. George City Code Zoning Regulations from which this check list was condensed.

Density and Disturbance Standards

Any area greater than 40% will not be reviewed for development.

No portion of the parcel having a slope greater than 40% shall be included in the calculations for conformity with the density requirements shown below.

Complete the following checklist:

Submitted

| Yes | No | N/A | | |
|----------|-------|-----|-----------------|--|
| 1 | | | 1-19%: | See the underlying zone. |
| V | | n | <u>20-29%</u> : | 2 d.u. per acre, provided clustering is done on 30% or less of the land in this category. |
| <u> </u> | in so | _ | 30-39%: | 70% remained undisturbed. d.u. per 10 acres, provided no more than of the site is disturbed. 95% is to remain undisturbed. |

40% +: Development is not permitted.
 Contour intervals, maps and calculations prepared by a professional civil engineer.

Engineer's certification and signature on reports and plans.

Slope Determination

The location of the natural 20%, 30%, or 40% is determined by a professional licensed engineer or surveyor who is to prepare contour maps, conduct a field survey, and calculate the slope area.

| <u> </u> | Slope Analysis Map |
|-----------|--|
| <u> </u> | Contours at intervals no greater than five (5) feet. |
| <u> </u> | Scale to be drawn at one-inch equals one hundred (1"= 100") feet scale maximum. |
| Lot Size | |
| | Lot size determined |
| Site Plan | |

A grading plan showing existing and proposed contours extending at least 100 feet beyond property has been submitted.

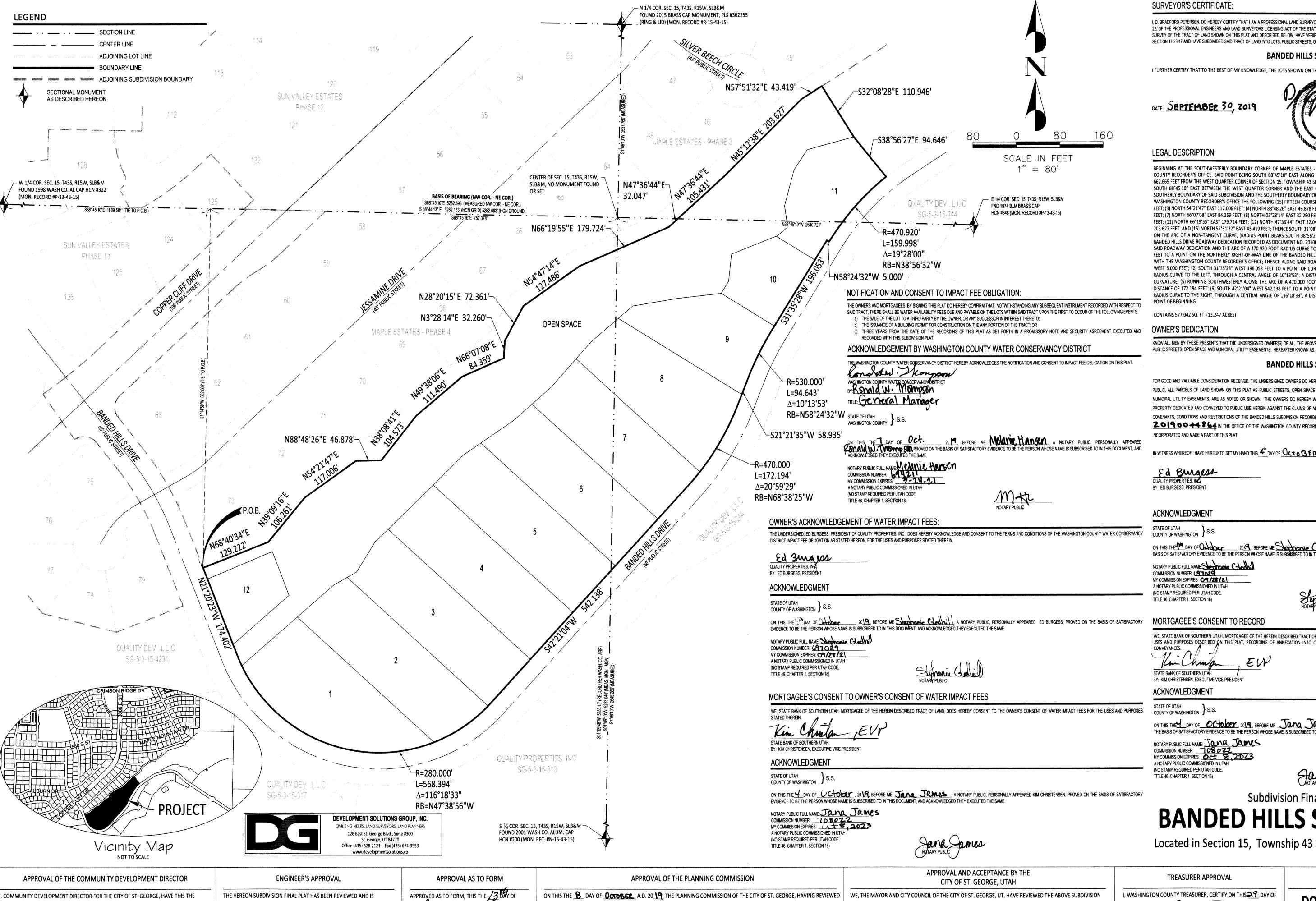
All excavations and fills conform to Appendix "K" of the Utah Uniform Building Standards Act rules and the current adopted edition of the International Building Code. The height of cut(s) does not exceed 10'. (Combined height of cuts and fills does not exceed 20')

HSRB 2018-HS-002 Banded Hills Page 22 of 22

| 1 | | | Detailed plans of all surface and subsurface | destantant |
|--|------------|---------------|--|-------------|
| _ | _ | | systems are shown. | drainage |
| 1 | | | Location of existing and proposed streets, bu | aildings |
| - Marian | | | structures, and easements have been shown. | mungs, |
| 1 | 72.00 | 92000 | Detailed site plans and elevation drawings sl | howing the |
| 1 | | | location of all structures and mitigation of co | |
| V | - | _ | Cross sections provided | |
| Eartl | h Movi | ng Plan (Sh | all be prepared by a licensed Civil Engineer and s | hall |
| inclu | de but n | ot be limite | d to the following items) | |
| 1777 | | 948 | Topography. 2' for tableland, 5' for steep sle Terrain details | opes. |
| 7 | - | - | Proposed earth-moving details | |
| 1 | | 7 | Description of the method used to dispose of | Casuth ata |
| 1 | | 5 2 | A time table for each step of the project has | boon |
| minoran . | _ | _ | submitted. This shall include the starting an | |
| | | | dates. | |
| Drain | nage | | | |
| 1 | | _ | A drainage control plan (study) has been pre | pared by a |
| | | | licensed Civil Engineer. | |
| \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ | wing ite | <u>-</u> - | Slope stability analysis. Foundation investigation. Location and yield of springs. Structural features. Existence of surface hazards. Conclusions and recommendations regarding geological conditions. | g effect of |
| Land | scape & | & Vegetatio | on Plan (Shall be prepared by a qualified profession | onal |
| prior | to Final | Plat and ap | proved) (A landscape and vegetation plan shall in following items) | clude |
| out in | or or illi | | Replant disturbed areas. | |
| | | 7 | Types of retention to be used | |
| | | 1 | Sprinkler plans and projected water usage. | |
| Stree | t Design | n | | |
| / | _ | _ | Street design conforms to City standards. | |
| Subn | itted b | y | 1/2/ | |
| Ste | eve K | amlowsk | ey Steelably | 3/26/18 |
| | Name) | | (Signature) | (Date) |
| | - 0 | | | 300000 |

Last revised: May 22, 2006

Exhibit E

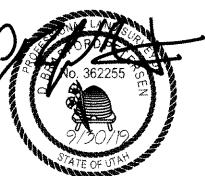


SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTEI 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, OPEN SPACE AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

BANDED HILLS SUBDIVISION

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.



BEGINNING AT THE SOUTHWESTERLY BOUNDARY CORNER OF MAPLE ESTATES - PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTOI COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88'45'10" EAST ALONG THE SECTION LINE A DISTANCE OF 1889.581 FEET AND SOUTH 1'14'50" WES' 662.669 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SAID ROADWAY DEDICATION AND THE ARC OF A 470.920 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°28'00", A DISTANCE OF 159.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BANDED HILLS DRIVE ROADWAY DEDICATION RECORDED. AS DOCUMENT NO. 2009002191 RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°13'53", A DISTANCE OF 94.643 FEET; (4) SOUTH 21°21'35" WEST 58.935 FEET TO A POINT O CURVATURE; (5) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 470.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°59'29". DISTANCE OF 172.194 FEET; (6) SOUTH 42°21'04" WEST 542.138 FEET TO A POINT OF CURVATURE; (7) RUNNING WESTERLY ALONG THE ARC OF A 280.000 FOO' RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 116°18'33", A DISTANCE OF 568.394 FEET; AND (8) NORTH 21°20'23" WEST 174.402 FEET TO TH

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS

BANDED HILLS SUBDIVISION

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS, OPEN SPACE AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, OPEN SPACE AND MUNICIPAL UTILITY EASEMENTS, ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE, IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BANDED HILLS SUBDIVISION RECORDED ON THE 29 DAY OF OCTOBER , 2019 AS DOC. NO 20190044864 in the office of the Washington County Recorder. Said Declaration of Covenants, conditions and restrictions is hereby INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS 4 DAY OF OCTOBER , 2019

ON THIS THE M DAY OF OCTOBER 12019, BEFORE ME SCHOOLS GLOWN, A NOTARY PUBLIC, PERSONALLY APPEARED ED BURGESS, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: Sectionic Coledn: Commission number: (97029 MY COMMISSION EXPIRES: 09/28/2) A NOTARY PUBLIC COMMISSIONED IN UTAH (NO STAMP REQUIRED PER UTAH CODE,



MORTGAGEE'S CONSENT TO RECORD

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR TH

BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

ON THIS THE DAY OF OCTOBER 2019, BEFORE ME JONG JOINS, A NOTARY PUBLIC, PERSONALLY APPEARED KIM CHRISTENSEN, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: JONA JAMES
COMMISSION NUMBER: 108 D 22
MY COMMISSION EXPIRES: OCT . 8, 2023 A NOTARY PUBLIC COMMISSIONED IN UTAH (NO STAMP REQUIRED PER UTAH CODE,

Jana Sameo

Subdivision Final Plat for

BANDED HILLS SUBDIVISION

Located in Section 15, Township 43 South, Range 15 West, SLB&M SHEET 1 OF 2

WASHINGTON COUNTY RECORDER

RECORDED NUMBER

BDAY OF OCC A.D. 20 19, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

Oct A.D. 20/9 APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS 28 DAY OF OCTO BER , A.D. 20 19

CITY OF ST. GEORGE

CITY OF ST. GEORGE

THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST GEORGE, UT.

CHAIRMAN PLANNING COMMISSION ATTEST: CITY RECORDER CITY OF ST. GEORGE

DAY OF OTOBEL A.D. 20 19 HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS

PERTAINING THERETO CITY OF ST. GEORGE

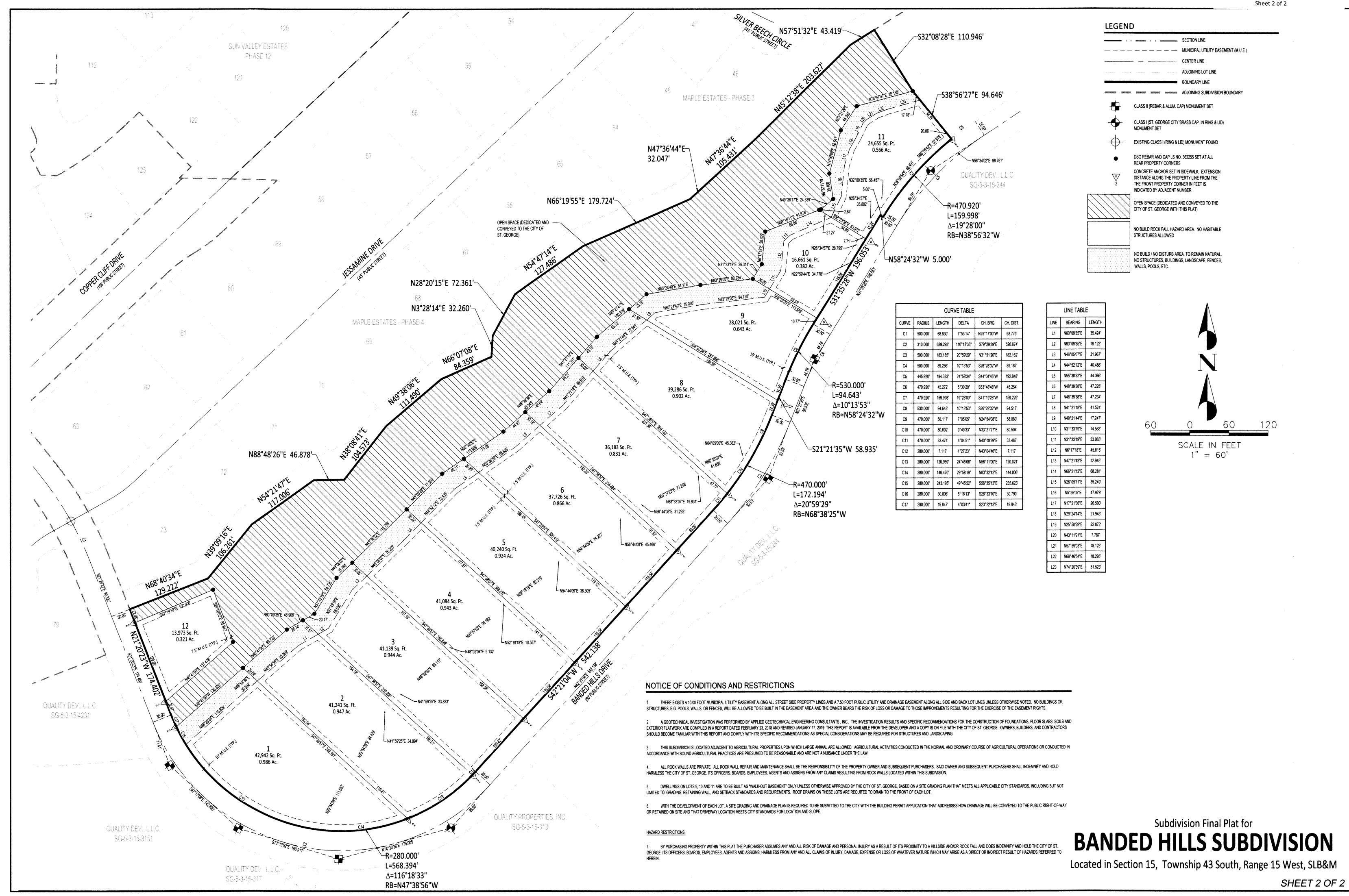
I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS 🏖 🕇 DAY OF October A.D. 20/9THAT AL

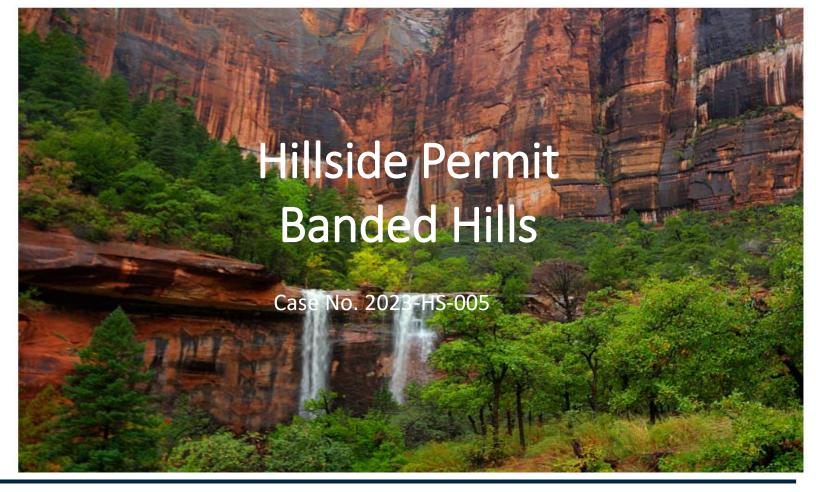
WASHINGTON COUNTY

DOC # 20190044863

Map (Conveying Property) Page 1 of 3
Russell Shirts Washington County Recorder
10/29/2019 02: 42:48 PM Fee \$ 124.00
By SOUTHERN UTAH TITLE CO

4273







Vicinity Map



Zoning Map



General Plan Map



