

**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, May 2, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

- 1. Mayor's recognitions and updates.**
  - a. Read a proclamation proclaiming May as Mental Health Month.**
  - b. Read a proclamation proclaiming May 11, 2024, as St. George Exchange Club's 50<sup>th</sup> Anniversary.**
  - c. Recognize volunteers from Historic St. George Live.**
  - d. Recognize Tyler Young.**
  - e. Recognize Assistant City Attorney Alicia Carlton for privacy award received by the City.**
- 2. Comments from the public.**

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas about the City which the Council may choose to address. Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

Up to ten (10) members of the public will be given a limit of two (2) minutes per person. The Council will not respond to comments or questions but will take the comments under consideration for possible discussion at another time. If there are more than 10 individuals wishing to provide public comment, speakers will be selected by random draw.

Rules for making comments:

1. You must be a resident of the City of St. George.
2. Public input shall not be allowed on any agenda item or pending land use application.
3. Comments should relate to City business.
4. Speakers shall be courteous and show respect. Comments shall not include obscene or profane language, nor contain attacks on any individual.

In order to provide an opportunity for a broader scope of residents to provide public comments, any person selected to provide comments at a meeting will not be able to provide public comments again for three (3) months (once per

quarter); however, written comments may be submitted anytime to the City Recorder at 175 East 200 North, St. George, UT 84770 or [publiccomments@sgcity.org](mailto:publiccomments@sgcity.org).

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

**3. Consent Calendar.**

**a. Consider approval of an agreement to purchase real property from Red Rock Cove LLC for the construction of North Industrial Park Detention Basin.**

BACKGROUND and RECOMMENDATION: St. George desires to acquire 0.283 acres from Red Rock Cove LLC at 851 Redrock Rd. The purchase amount is from an appraisal that was completed for the acquisition. Staff recommends approval.

**b. Consider approval to award a bid to JP Excavating, Inc. for the North Industrial Park Debris Basin Project.**

BACKGROUND and RECOMMENDATION: This project includes the construction of a new approximately 45 acre-ft debris basin located in the St. George industrial park area. The project generally includes excavation, processing material, concrete principle and auxiliary spillways, piping, and erosion protection. The city received six bids. Staff recommends approval.

**c. Consider approval of a Grant Award from Operation Underground Railroad (OUR) for \$8,144.**

BACKGROUND and RECOMMENDATION: The St George Police Department needs a way to safely work with electronic data, computers, cellphones, etc. without compromising the digital evidence. While researching options, a product known as a "Block Box" was identified as a solution to our investigative needs. The device is used to prohibit cell, Wi-Fi, or other electronic access to digital evidence and destroy/delete it before investigators can retrieve the needed data from a recovered evidence item. The device is self-contained in the police department and simply blocks signals to already recovered digital evidence devices. In an effort to identify a funding source, the police department has received a one-time grant from OUR, which will fund this project 100%. We are asking for approval of the MOU between the St George Police Department and OUR, which will open this funding source. Staff recommends approval.

**d. Consider approval to award bid to Ground Worx Corp for the Reuse Center Crushing Project.**

BACKGROUND and RECOMMENDATION: The City has stockpiled approximately 10,000 tons of asphalt and concrete chunks that will be crushed into rock aggregate material that can be used on city projects. Only one bid was received. Staff recommends awarding the bid to Ground Worx Corporation for \$100,085. This amount is \$20,687 lower than the original bid. Since there was only one bidder, the city code allowed the amount to be negotiated lower. Staff recommends approval.

**e. Consider the approval of Grant Offer AIP 3-49-0060-046-2024 for the Construct Apron (South General Aviation Apron-Phase 2).**



BACKGROUND and RECOMMENDATION: 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. Staff recommends approval. The project is complete, and this grant is a reimbursement from BIL grant for the work done.

**f. Consider approval of a Line Extension Agreement with Dixie Power for the installation of street lighting on 3000 East.**

Dixie Power requires that customers (St. George) execute a line agreement before completing work along 3000 East necessary to install needed street lighting. Staff recommends approval.

**g. Consider approval of Amendment No. 3 to the Master Service Agreement between City of St. George and Paymentus.**

BACKGROUND and RECOMMENDATION: This amendment renews the original agreement between the City and Paymentus through May 12, 2028. Staff recommends approval.

**h. Consider approval to award a bid to WRX Contracting for the construction of portions of the Halfway Wash Trail (North).**

BACKGROUND and RECOMMENDATION: This portion of the trail will connect the Snow Canyon Parkway trail to the Red Cliffs Desert Reserve. Staff met with residents of the Paradise Canyon community in the area and addressed concerns regarding the trail proximity to residents, the private roads etc. Adjustments were made to the trail alignment based on resident feedback and a bridge was added to the project. This keeps the trail within City property, gives residents more of a buffer and provides a better trail experience. Staff recommends awarding the bid to WRX Contracting in the amount of \$396,228.70. Staff recommends approval.

**i. Consider approval of the minutes from the meetings held on April 4, 2024, and April 11, 2024.**

**4. Public hearing and consideration of Ordinance No. 2024-021 to vacate a portion of a flood control easement located at the rear of Lots 33 and 34, River Bend Estates at Sunbrook.**

BACKGROUND and RECOMMENDATION: Doc. No's. 983381, 983382, and 983383 were recorded on November 7, 2005. River Bend Estates at Sunbrook was approved by the Land Use Authority on the 15th day of June 2023 and recorded on the 16th day of June 2023. The Flood Control Authority recommends approval.

**5. Public hearing and consideration of Ordinance No. 2024-022 vacating a portion of a municipal utility easement located between Lots 123 and 124 of the Cecita Crest at Divario Phase 3.**

BACKGROUND and RECOMMENDATION: This subdivision plat was approved by the Land Use Authority on the 14th day of November 2023. This subdivision plat was recorded in the Office of the Washington County Recorder's Office on the 29th day of November 2023.

6. **Public hearing and consideration of Ordinance No. 2024-023 vacating a public utility easement located on west lot line of Lot 1, Morwood Subdivision.**

BACKGROUND and RECOMMENDATION: The final plat was approved by the City Council on the 4th day of August 1994. The final plat was recorded on the 15th day of November 1994. JUC recommends approval.

7. **Public hearing and consideration of Ordinance No. 2024-024 vacating a portion of a municipal utility easement located between Lots 13 and 14 of the Banded Ridge Subdivision.**

BACKGROUND and RECOMMENDATION: The Land Use Authority approved this final subdivision plat on the 27th day of August 2021. The final subdivision plat was recorded in the Washington County Recorder's Office on the 31st day of August 2021. JUC recommends approval with the condition that one of the water meter sets is removed and one of the sewer laterals is capped.

8. **Submission and filing of the FY 2024-25 City Manager Recommended Budget with the City Council (Discussion only).**

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. Tonight's item will be for the submission and filing of the FY 2024-25 City Manager Recommended Budget with the City Council. Staff will present a resolution to accept and tentatively adopt the FY 2024-25 City Manager Recommended Budget and to set the public hearing dates during the May 23rd City Council Meeting. This year's budget work meeting with the Mayor and City Council is planned to be held on May 16th. The tentative adoption of the FY 2025 budget and setting the public hearing dates is planned for May 23rd. The Budget Town Hall meeting is planned to be held on June 4th. This year's public hearings on the recommended budget are proposed to be held during the regularly scheduled City Council meetings on Thursday, June 6, 2024, and Thursday, June 16, 2024. Adoption of the final FY 2025 Budget is planned for during the June 16th City Council meeting. A copy of the budget will be available for public review following tonight's City Council meeting on the City's website at [www.sgcityutah.gov](http://www.sgcityutah.gov) and at City Hall in the City Recorder's Office. Tonight's item requires no action from the City Council.

9. **Consider approval of Ordinance no. 2024-025 changing the general plan land-use map from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately 7.13 acres. Case No. 2024-GPA-005.**

BACKGROUND and RECOMMENDATION: The property is zoned R-1-8 (Single Family Residential, minimum lot size 8,000 sf), RE 37.5 (Residential Estates 37,500 sq. ft. minimum lot size), C-2 (Commercial) & OS (Open Space). This application is to change the General Plan from LDR (Low Density Residential) & OS (Open Space) to COM (Commercial) for development in the future with the Commercial designation. The Planning Commission held a public hearing on this proposal on April 9, 2024, and recommended approval to the City Council with a vote of 5-0 and the condition that the southernmost portion of the proposal stay open space.

10. **Consider approval of Ordinance No. 2024-026 changing the general plan land-use map from RES (Residential), OS(Open Space), FP (Floodplain) and PK (Park) to COM (Commercial) and OS (Open Space). on approximately 115 acres. Case No. 2024-GPA-007.**

BACKGROUND and RECOMMENDATION: This General Plan Amendment is for land generally located southeast off exit 7 along Southern Parkway and northeast of Airport Road. The property is zoned CRM (Commercial Residential Mixed Use) and PD-R (Planned Development Residential). This application is to change the General Plan from RES (Residential), OS (Open Space), FP (Flood Plain) and PK (Park) to COM (Commercial) and OS (Open Space). The Planning Commission held a public hearing on April 9, 2024, and recommended approval to the City Council with a vote of 6-0 and no conditions.

- 11. Consider approval of a Hillside Development permit to allow disturbance in over 20% slope areas. This application is a request to move dirt from the approved Rosewood Townhomes site to the Riverstone site. Case No. 2023-HS-009.**

BACKGROUND and RECOMMENDATION: On August 23, 2023, the Hillside committee met on site for the hillside review. The applicant is proposing to move about 120,000 yards of dirt from the approved Rosewood Townhomes which is just south of the proposed location. The hillside committee met onsite and recommended approval of the proposal to move the dirt to this site. One of the discussion items was how to make the dirt blend into the site. The applicant and committee discussed the idea of tiering the dirt. The applicant said that none of the dirt would go above any of the existing mesas on the site. The Hillside committee recommended approval of the transfer of the dirt. The Planning Commission reviewed this on April 9, 2024, and recommended approval to the City Council with the condition that the applicant works with city staff on the long-term maintenance and the aesthetic appearance of the property once the work has been completed so that there is no scarring left.

- 12. Consider approval of Resolution No. 2024-009R to add the street name of Breckenridge Drive to the already numbered street of 3850 East Street located on the north side of 2450 South Street and north to the municipal boundary line.**

BACKGROUND and RECOMMENDATION: The final subdivision plat for Breckenridge Estates Phase 2 was approved by the Land Use Authority on the 19th day of December 2022 and recorded on the 29th day of December 2022, in which the street name of 3850 East Street given. Seeing there are no policy restrictions, staff recommends approval.

- 13. Consider approval of Resolution No. 2024-010R entering into Interlocal Agreement with Dixie Technical College to install signs on City light poles.**

BACKGROUND and RECOMMENDATION: This item was discussed at the February 8, 2024, City Council work meeting where Dixie Technical College proposed the sign design and plan. Staff recommends approval.

- 14. Consider approval of Resolution No. 2024-011R authorizing the Mayor to sign an Interlocal Cooperative Agreement with the City of Santa Clara which is offering to provide warehousing services and analytics.**

BACKGROUND and RECOMMENDATION: St. George needs certain data warehousing services for the Consolidated Dispatch Center, as well as business intelligence and analytics to be performed on data from the Center, to better serve the residents who benefit from the various public safety services provided in the area and Santa Clara is in a position to provide the services required for the Center. Staff recommends approval of the resolution.



**15. Consider approval of Resolution No. 2024-012R approving the 2023 Municipal Wastewater Planning Program report.**

BACKGROUND and RECOMMENDATION: The Utah Department of Environmental Quality, Division of Water Quality requires municipalities with Publicly Owned Treatment Works (POTW) to conduct an annual survey and evaluation of their wastewater collections and treatment facilities. The Municipal Wastewater Planning Program (MWPP) survey is required to be adopted by the City Council by resolution. Staff recommends approval of the resolution.

**16. Consider approval of Ordinance No. 2024-027 amending Title 7 Chapter 5 Section 10 of the city code to allow for polyurethane casket vaults in City cemeteries.**

BACKGROUND and RECOMMENDATION: The City Code currently only allows for concrete casket vaults. To allow for polyurethane vaults, the City Code needs to be amended. Staff recommends approval of the ordinance.

**17. Consider approval of Ordinance No. 2024-028 enacting Title 6 Chapter 6 Sections 1 through 6 of the City Code authorizing golf cart usage within the City.**

BACKGROUND and RECOMMENDATION: The City Council may, by ordinance, allow a person to operate a golf cart on specified roads within City limits as ordained by Utah Code Annotated §41-6a-1510. Because many people already use golf carts within the City, this ordinance will establish where golf carts may be driven, will add definitions, will impose restrictions, will establish penalties, and will require a fine for any violation of this ordinance. Staff recommends approval.

**18. Consider approval of Ordinance No. 2024-029 amending the administrative appeals processes.**

BACKGROUND and RECOMMENDATION: There are inconsistencies within the City Code regarding the appeals process and this is an attempt to clean up the process and make it uniform. Staff recommends approval.

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

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

**21. 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.**

  
Brenda Hatch, Deputy City Recorder

  
Date

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

# PROCLAMATION

**WHEREAS**, mental health is an essential part of overall well-being, impacting individuals, families, and communities across St. George; and

**WHEREAS**, one in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health; 65% of adolescents in Washington County met qualifications for moderate depression; and

**WHEREAS**, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help; about 50% of adolescents in Washington County who have felt depressed or suicidal during a month did not talk about it with anybody; and

**WHEREAS**, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life; and

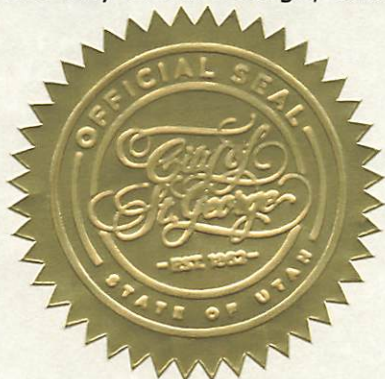
**WHEREAS**, citizens are encouraged to educate themselves and others about mental health conditions, challenge stigma by speaking respectfully and inclusively about mental health and seek help if they are struggling with their mental health and encourage others to do the same.

**NOW, THEREFORE**, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim May, 2024 as

## MENTAL HEALTH MONTH

in the City of St. George and urge all citizens to support organizations that provide mental health services and advocacy and to create safe and supportive environments for open conversations about mental health, reaching out and showing empathy and listening without judgment. Together we can create a community where everyone feels empowered to prioritize their mental well-being, seek help when needed, and have hope for peace and wellness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 2nd day of May, 2024.



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Michele Randall, Mayor



# PROCLAMATION

**WHEREAS**, the Exchange Club of St. George, Utah, chartered on May 11, 1974 will be celebrating its 50<sup>th</sup> Anniversary in 2024; and

**WHEREAS**, the Exchange Club of St. George exemplifies the best traditions of the National Exchange Clubs that include Americanism, Youth, Community, and the Prevention of Child Abuse Program of Services making invaluable contributions to the lives of the citizens of St. George; and

**WHEREAS**, the National Exchange Club, the Four Corners District of Exchange Clubs, and the City of St. George recognize and acknowledge the selfless contributions of service made by the members of the Exchange Club of St. George; and

**WHEREAS**, the City of St. George express sincere thanks and appreciation to the members of the Exchange Club of St. George for all of the contributions made in the true spirit of Exchange towards the betterment of our community during these past 50 years.

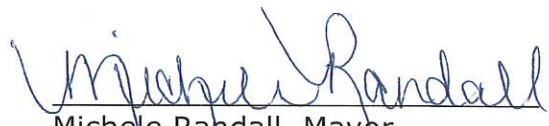
**NOW, THEREFORE**, I, Michele Randall, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim May 11, 2024 as

## ST. GEORGE EXCHANGE CLUB'S 50<sup>TH</sup> ANNIVERSARY

in the City of St. George and extend our best wishes for their continued success in their future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 2nd day of May, 2024.



  
Michele Randall, Mayor





**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3a

**Subject:**

Consider approval of an agreement to purchase real property from Red Rock Cove LLC for the construction of North Industrial Park Detention Basin.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

St. George Industrial Park

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

St. George desires to acquire 0.283 acres from Red Rock Cove LLC at 851 Redrock Rd. The purchase amount is from an appraisal that was completed for the acquisition.

**Staff Narrative (need/purpose):**

This property is needed to construct the North Industrial Park Detention Basin that will be built in the St. George Industrial Park.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: 77,000

Amount approved in current FY budget for item: 77,000

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

N/A

Description of funding source:

City drainage funds. Property acquisition is not funded by the NRCS.

**Recommendation (Include any conditions):**

Approval



## **AGREEMENT TO PURCHASE REAL PROPERTY**

The City of St. George, a municipal corporation, (the “City”), and Red Rock Cove LLC, a Utah limited liability company or its assigns, (“Seller”), hereby enter this Agreement to Purchase Real Property (“Agreement”) effective as of \_\_\_\_\_ (the “Effective Date”).

### **RECITALS**

- A. The City desires to acquire real property consisting of a portion of parcel number SG-5-2-20-14451 as described on the legal description attached to the form warranty deed attached hereto as Exhibit A (the “Property”).
- B. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.
- C. The parties have discussed various issues with regard to the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

### **TERMS**

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

1 Purchase Price. On the terms and conditions stated below, the City shall pay Seller the amount of seventy-one thousand dollars (\$71,000.00) (the “Purchase Price”). In addition, the City shall pay the amount of six thousand dollars (\$6,000.00) for improvements that will be removed and destroyed as part of the construction of the dam (Cost to Cure).

2 Improvements. City shall install a heavy-duty chain-link fence with security wires along the base of the dam to the south property line. In addition, the City shall install a heavy-duty gate at northeast corner of the property; install a rock face slope along the face of the dam facing the Seller’s property; level and apply a base course on the property to a minimum depth of four inches for approximately 100’ along the westerly and northern property boundaries to a design grade acceptable to the Seller. In addition, City will stockpile one thousand (1,000) cubic feet of excavated material, on the southwesterly portion of the Property for the use of the Seller.

3 Stormwater Drainage. The City will allow Seller to utilize the city's basin to meet the city's requirement for up to one half of the volume required for stormwater detention and the Seller will be eligible for a fifty percent reduction in the storm drain utility monthly fees. The Seller will be required to adhere to all other City requirements in relation to drainage including low impact development requirements.

4 Relinquishment of easements rights. The City shall Quitclaim all easements in a thirty-foot (30') area along the east boundary of Sellers property (see Exhibit B).

5 Easement. The Seller will grant a fifteen-foot (15') drainage and utility easement along the east boundary of Sellers property (see Exhibit C).

6 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by delivering a duly executed and notarized original of the Warranty Deed attached hereto as Exhibit A (the "Warranty Deed") by which Seller shall convey all of Seller's interest in the Property to the City. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the project.

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

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this Agreement to Escrow Agent, along with the duly executed Warranty Deed executed by Seller and the sum of \$5,000.00 (the "Deposit") from the City. All interest earned by the Deposit while on deposit with Escrow Agent shall accrue to the benefit of the City. This Agreement shall constitute the Escrow Agent's instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this Agreement; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this Agreement, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this Agreement in any manner. In the event of any inconsistency between such additional standards escrow instructions and this Agreement, the terms of this Agreement will control.

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

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, , Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of



the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City's entry onto the Property and shall and shall repair and remediate any damage or disturbance related to entry, review or testing. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

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

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

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Warranty Deed and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City's Obligations. The City shall be responsible for the cost of the owner's policy of title insurance obtained by the City, together with all of the closing costs, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, including attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any. Furthermore, the City shall provide the Seller with one or more letters stating that the Property is being obtained by condemnation or under the threat of condemnation, and that Seller may be entitled to acquire replacement property pursuant to Internal Revenue Code §1033.

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

any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

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

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

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

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

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

(e)        Condemnation. Seller has not received written notice of any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

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

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

(g) Environmental Condition. Seller has not treated, recycled, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

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



appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

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

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

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

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

(b) Default by the City. If the City defaults on this Agreement, Seller's exclusive remedy shall be to terminate this Agreement and receive release of the Deposit as liquidated damages.

#### 10 Miscellaneous Provisions

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

(b) Acknowledgement of Public Disclosure Laws. Seller hereby acknowledges that the City is subject to the Government Records Access and

Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

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

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

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

(f) Further Action. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the parties in consummating this transaction.

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

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

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

(j) Forum and Law. Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of

any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Costs and Expenses. In any civil action to enforce this Agreement commenced in a court of proper jurisdiction, the non-prevailing party shall reimburse the prevailing party for all costs and expenses (excluding attorney fees) incurred by the prevailing party, including pre-litigation efforts related to the dispute that is the subject of the action.

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

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

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

If delivered to Seller:                              Red Rock Cove, L.L.C.  
851 North Red Rock Rd  
St. George, Utah 84770

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

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

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

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

**CITY OF ST. GEORGE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Michele Randall, Mayor

Attest:

By: \_\_\_\_\_  
Christina Fernandez, City Recorder

Approved as to form:

By: \_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney

**RED ROCK COVE LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Robert Ence, Member

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kelly Buchanan, Member

**EXHIBIT A**  
*Warranty Deed*



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

## WARRANTY DEED

RED ROCK COVE, LLC

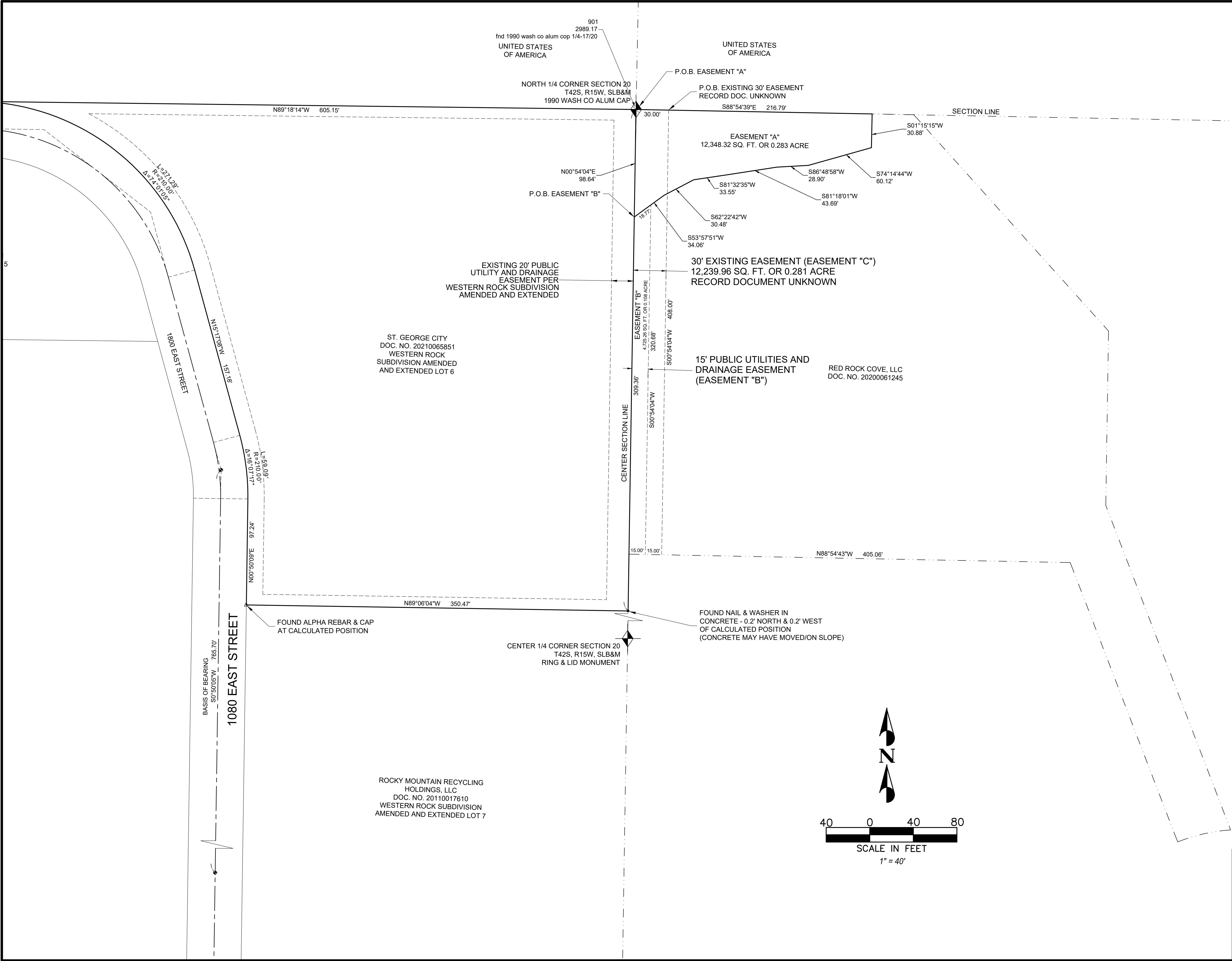
NOTARY PUBLIC

EXHIBIT A

EASEMENT "A":

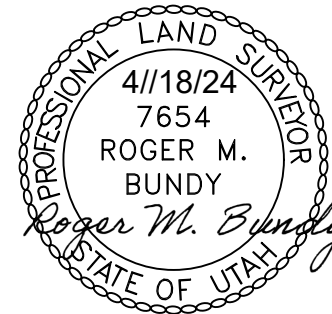
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CONTAINING 12,348.32 SQ. FT. OR 0.283 ACRE.



SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 7654 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED MEASUREMENTS AND FOUND MONUMENTS AS SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



BOUNDARY DESCRIPTIONS

CITY OF ST. GEORGE DEED-DOCUMENT NO. 20210065851: LOT SIX (6), WESTERN ROCK SUBDIVISION AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

**EASEMENT "A":**  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE S88°54'39"E, 216.79 FEET ALONG THE SECTION LINE; THENCE S1°15'15"W, 30.88 FEET; THENCE S74°14'44"W, 60.12 FEET; THENCE S86°48'58"W, 28.90 FEET; THENCE S81°18'01"W, 43.69 FEET; THENCE S81°32'35"W, 33.55 FEET; THENCE S62°22'42"W, 30.48 FEET; THENCE S53°57'51"W, 34.06 FEET TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 98.64 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 12,348.32 SQ. FT. OR 0.283 ACRE.

**EASEMENT "B":**  
BEGINNING AT A POINT S0°54'04"W, 98.64 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE N53°57'51"E, 18.77 FEET; THENCE S0°54'04"W, 320.88 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200061245 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N88°54'43"W, 15.00 FEET ALONG SAID SOUTH LINE TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 309.36 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 4,725.26 SQ. FT. OR 0.108 ACRE.

**EASEMENT "C":**  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE S88°54'39"E, 30.00 FEET ALONG THE SECTION LINE; THENCE S0°54'04"W, 408.00 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200061245 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N88°54'43"W, 30.00 FEET ALONG SAID SOUTH LINE TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 408.00 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 12,239.96 SQ. FT. OR 0.281 ACRE.

NARRATIVE

THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE RELATIONSHIP OF THE ABOVE DESCRIBED EASEMENTS "A", "B" & "C" ARE LOCATED RELATIVE TO THE BOUNDARY OF THE RED ROCK COVE, LLC PARCEL THE BASIS OF BEARING FOR THIS SURVEY IS S0°54'04"W ALONG THE NORTH-SOUTH CENTER SECTION LINE AS SHOWN AND NOTED HEREON. THERE WERE NO BOUNDARY CORNERS SET IN RELATION TO THE EASEMENTS HEREON DESCRIBED.

LEGEND

- SECTION MONUMENT AS NOTED
- FOUND NAIL & WASHER IN CONCRETE
- FOUND ALPHA REBAR/CAP/REFERENCE RECORD OF SURVEY 7087-17

RECORD OF SURVEY

PREPARED BY: R&B SURVEYING  
862 CAMINO PICO, WASHINGTON, UTAH 84780  
PHONE: 435-632-3540

LOCATION:  
NE 1/4 SEC. 20, T42S, R15W, SLB&M  
COMPLETED:  
APRIL 17, 2024  
REQUESTED BY:  
BOWEN COLLINS/CLINT MERRILL

When Recorded mail deed and tax notice To:  
City of St. George  
City Attorney's Office  
175 East 200 North  
St. George, Utah 84770

Tax ID: SG-5-2-20-14451

### QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor, hereby QUITCLAIMS to Red Rock Cove, LLC, Grantee, for the sum of TEN and no/100 Dollars the receipt of which is hereby acknowledged, all easements owned by the City of St. George within the following described tract of land in Washington County, State of Utah:

See Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this \_\_\_\_\_

CITY OF ST. GEORGE

Attest:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

Approved as to form:

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney

STATE OF UTAH )

ss.

WASHINGTON COUNTY )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, appeared before me, \_\_\_\_\_, a notary public, personally appeared Michele Randall, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged each executed the same voluntarily for its state purpose.

\_\_\_\_\_  
Notary Public

EXHIBIT B

EASEMENT "B":

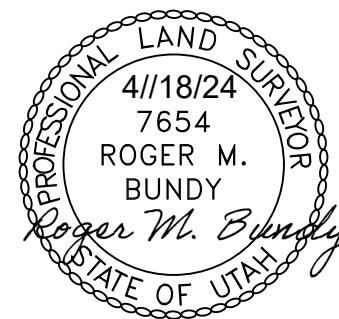
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CONTAINING 4,725.26 SQ. FT. OR 0.108 ACRE.



SURVEYOR'S CERTIFICATE

I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 7654 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED LAND IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED MEASUREMENTS AND FOUND MONUMENTS AS SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.



BOUNDARY DESCRIPTIONS

CITY OF ST. GEORGE DEED-DOCUMENT NO. 20210065851:  
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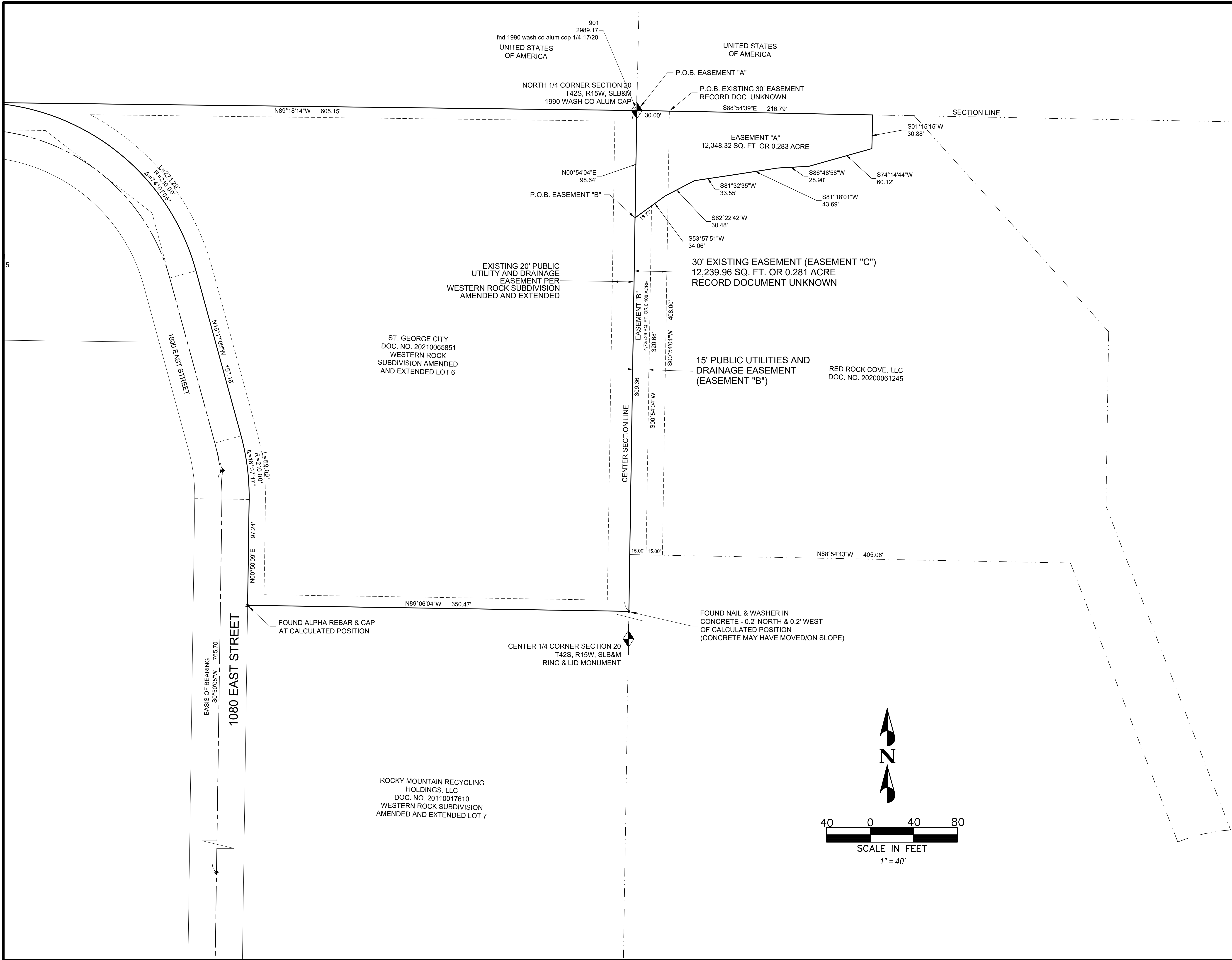
LEGEND

- SECTION MONUMENT AS NOTED
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RECORD OF SURVEY

PREPARED BY: R&B SURVEYING  
862 CAMINO PICO, WASHINGTON, UTAH 84780  
PHONE: 435-632-3540

LOCATION:  
NE 1/4 SEC. 20, T42S, R15W, SLB&M  
COMPLETED:  
APRIL 17, 2024  
REQUESTED BY:  
BOWEN COLLINS/CLINT MERRILL



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

Tax ID: SG-5-2-20-14451

## **MUNICIPAL DRAINAGE AND UTILITY EASEMENT**

That in consideration of Ten Dollars and other good and valuable consideration paid to Red Rock Cove, LLC, a Utah limited liability company, Grantor, by the City of St. George, a Utah municipal corporation, Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace municipal drainage and utilities; and for other municipal use, in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibit "C" attached hereto and made a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with municipal utilities.

If any improvement is installed, built, or placed within the easement by Grantor or its successors or assigns, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and Grantee is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss. Grantor shall pay for any extra costs which Grantee incurs as a result of Grantor burdening the easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

\*\*\*

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[SIGNATURES FOLLOW]



EXHIBIT C

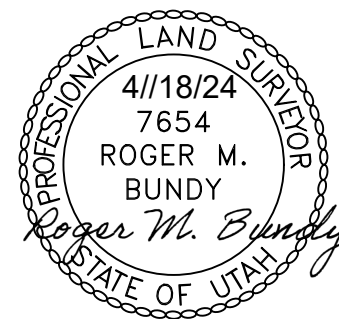
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LOT SIX (6), WESTERN ROCK SUBDIVISION AMENDED AND EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

**EASEMENT "A":**  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE S88°54'39"E, 216.79 FEET ALONG THE SECTION LINE; THENCE S1°15'15"W, 30.88 FEET; THENCE S74°14'44"W, 60.12 FEET; THENCE S86°48'58"W, 28.90 FEET; THENCE S81°18'01"W, 43.69 FEET; THENCE S81°32'35"W, 33.55 FEET; THENCE S62°22'42"W, 30.48 FEET; THENCE S53°57'51"W, 34.06 FEET TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 98.64 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 12,348.32 SQ. FT. OR 0.283 ACRE.

**EASEMENT "B":**  
BEGINNING AT A POINT S0°54'04"W, 98.64 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE N53°57'51"E, 18.77 FEET; THENCE S0°54'04"W, 320.88 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200061245 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N88°54'43"W, 15.00 FEET ALONG SAID SOUTH LINE TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 309.36 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 4,725.26 SQ. FT. OR 0.108 ACRE.

**EASEMENT "C":**  
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 20, T42S, R15W, SLB&M, RUNNING THENCE S88°54'39"E, 30.00 FEET ALONG THE SECTION LINE; THENCE S0°54'04"W, 408.00 FEET TO THE SOUTH LINE OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 20200061245 FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N88°54'43"W, 30.00 FEET ALONG SAID SOUTH LINE TO THE NORTH-SOUTH CENTER SECTION LINE; THENCE N0°54'04"E, 408.00 FEET ALONG THE NORTH-SOUTH CENTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 12,239.96 SQ. FT. OR 0.281 ACRE.

NARRATIVE

THE PURPOSE OF THE HEREON EXHIBIT IS TO SHOW THE RELATIONSHIP OF THE ABOVE DESCRIBED EASEMENTS "A", "B" & "C" ARE LOCATED RELATIVE TO THE BOUNDARY OF THE RED ROCK COVE, LLC PARCEL THE BASIS OF BEARING FOR THIS SURVEY IS S0°54'04"W ALONG THE NORTH-SOUTH CENTER SECTION LINE AS SHOWN AND NOTED HEREON. THERE WERE NO BOUNDARY CORNERS SET IN RELATION TO THE EASEMENTS HEREON DESCRIBED.

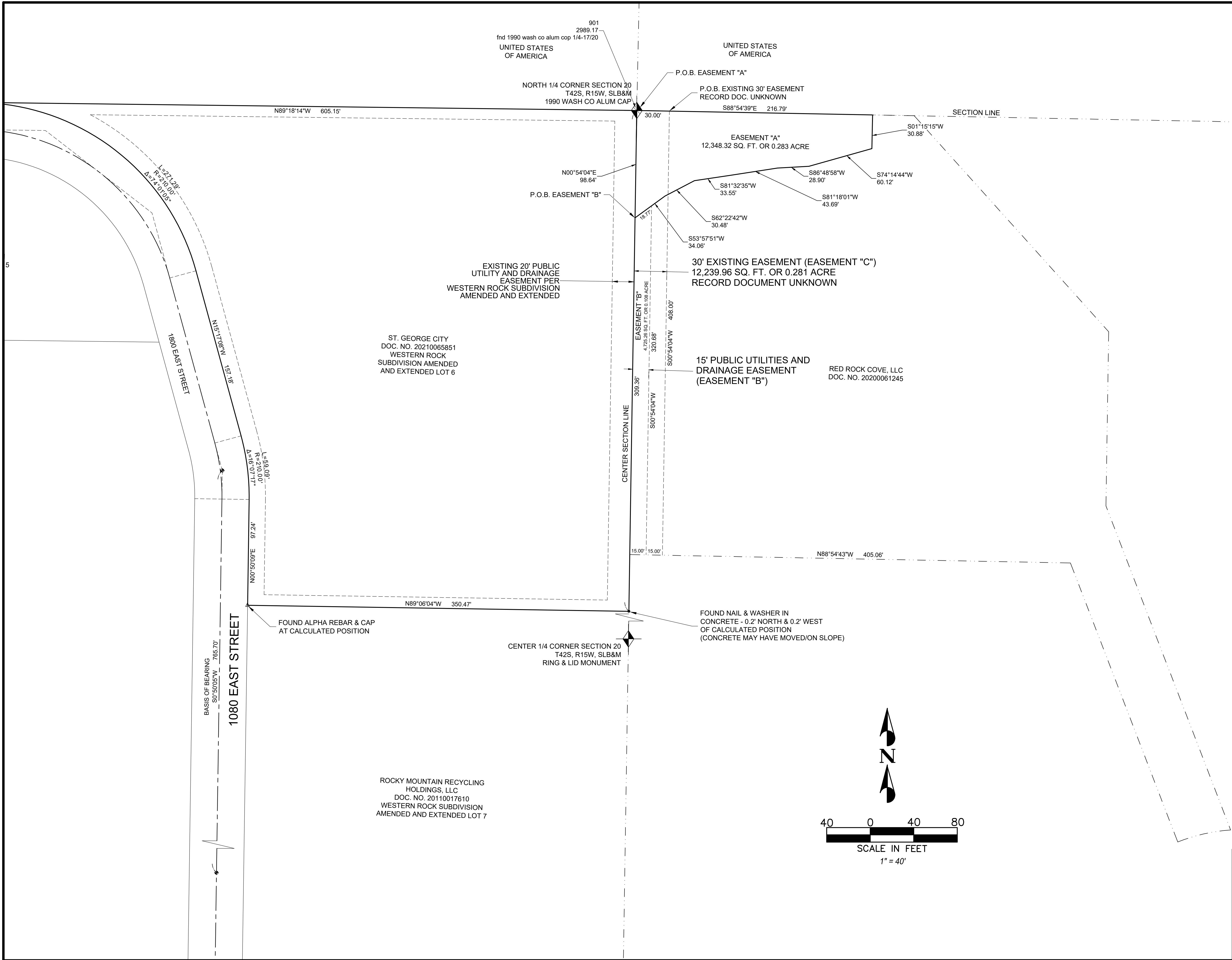
LEGEND

- SECTION MONUMENT AS NOTED
- FOUND NAIL & WASHER IN CONCRETE
- FOUND ALPHA REBAR/CAP/REFERENCE RECORD OF SURVEY 7087-17

RECORD OF SURVEY

PREPARED BY: R&B SURVEYING  
862 CAMINO PICO, WASHINGTON, UTAH 84780  
PHONE: 435-632-3540

LOCATION:  
NE 1/4 SEC. 20, T42S, R15W, SLB&M  
COMPLETED:  
APRIL 17, 2024  
REQUESTED BY:  
BOWEN COLLINS/CLINT MERRILL







**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3b

**Subject:**

Consider approval to award a bid to JP Excavating, Inc. for the North Industrial Park Debris Basin Project

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

St. George Industrial Park

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

This project includes the construction of a new approximately 45 acre-ft debris basin located in the St. George industrial park area. The project generally includes excavation, processing material, concrete principal and auxiliary spillways, piping, and erosion protection. The city received six bids.

**Staff Narrative (need/purpose):**

The NRCS partially funds this project as an emergency watershed project (75%). Due to recent flooding in the industrial park area, the city applied for and received emergency funds to complete the project.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: 3,335,776.00

Amount approved in current FY budget for item: 3,335,776.00

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

N/A

Description of funding source:

Funds come from the NRCS Emergency Watershed Program (75%) and city drainage utility funds (25%).

**Recommendation (Include any conditions):**

Approval

BASE BID				Engineer's Opinion		JP Excavating, Inc.		Perco Rock Co.		Feller Enterprises	
Item No.	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$ 312,000.00	\$ 312,000.00	\$ 200,000.00	\$ 200,000.00	\$ 256,263.00	\$ 256,263.00	\$ 280,000.00	\$ 280,000.00
2	Field Survey and Staking	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 52,000.00	\$ 52,000.00	\$ 14,375.00	\$ 14,375.00	\$ 16,114.35	\$ 16,114.35
3	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,534.00	\$ 6,534.00	\$ 12,817.56	\$ 12,817.56
4	Clearing, Grubbing, and Trash Removal	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 16,866.00	\$ 16,866.00	\$ 21,923.51	\$ 21,923.51
5	Demolition of Asphalt, Concrete Sidewalk, Concrete Debris, Existing MSE Wall and Existing 36-inch Storm Drain	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 77,146.00	\$ 77,146.00	\$ 59,479.42	\$ 59,479.42
6	Pond Excavation, Complete	1	LS	\$ 1,028,650.00	\$ 1,028,650.00	\$ 590,000.00	\$ 590,000.00	\$ 334,713.00	\$ 334,713.00	\$ 414,476.43	\$ 414,476.43
7	Pond Embankment, Toe Drain, and Filter Diaphragm, Complete	1	LS	\$ 265,000.00	\$ 265,000.00	\$ 150,000.00	\$ 150,000.00	\$ 492,667.00	\$ 492,667.00	\$ 495,993.34	\$ 495,993.34
8	Principal Spillway Outlet Structure and Trash Rack	1	LS	\$ 57,000.00	\$ 57,000.00	\$ 360,000.00	\$ 360,000.00	\$ 120,509.00	\$ 120,509.00	\$ 107,386.28	\$ 107,386.28
9	Auxiliary Spillway	1	LS	\$ 1,280,000.00	\$ 1,280,000.00	\$ 570,000.00	\$ 570,000.00	\$ 1,052,779.00	\$ 1,052,779.00	\$ 1,042,945.68	\$ 1,042,945.68
10	Pipe Outlet Energy Dissipator	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 140,000.00	\$ 140,000.00	\$ 32,351.00	\$ 32,351.00	\$ 75,522.71	\$ 75,522.71
11	Concrete Curb & Gutter	80	LF	\$ 30.00	\$ 2,400.00	\$ 70.00	\$ 5,600.00	\$ 52.00	\$ 4,160.00	\$ 72.76	\$ 5,820.80
12	5-ft Concrete Sidewalk	400	SF	\$ 7.00	\$ 2,800.00	\$ 19.00	\$ 7,600.00	\$ 10.00	\$ 4,000.00	\$ 11.03	\$ 4,412.00
13	Type G Ramps and Embankment Surface	13,080	SF	\$ 1.50	\$ 19,620.00	\$ 2.70	\$ 35,316.00	\$ 2.59	\$ 33,930.00	\$ 4.88	\$ 63,830.40
14	Outlet Channel Construction, Complete	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 95,000.00	\$ 95,000.00	\$ 102,334.00	\$ 102,334.00	\$ 81,772.84	\$ 81,772.84
15	Class I Riprap	805	CY	\$ 25.00	\$ 20,125.00	\$ 50.00	\$ 40,250.00	\$ 107.00	\$ 86,135.00	\$ 108.99	\$ 87,736.95
16	Class III Riprap	1,530	CY	\$ 35.00	\$ 53,550.00	\$ 50.00	\$ 76,500.00	\$ 112.00	\$ 171,360.00	\$ 111.15	\$ 170,059.50
17	Geotextile Fabric	4,200	SY	\$ 3.50	\$ 14,700.00	\$ 2.50	\$ 10,500.00	\$ 3.10	\$ 13,020.00	\$ 2.89	\$ 12,138.00
18	Erosion Control Rock (3" minus)	26,530	SF	\$ 2.00	\$ 53,060.00	\$ 3.50	\$ 92,855.00	\$ 4.27	\$ 113,243.00	\$ 2.76	\$ 73,222.80
19	6-ft Chain Link Fence	1,815	LF	\$ 50.00	\$ 90,750.00	\$ 42.00	\$ 76,230.00	\$ 40.00	\$ 72,600.00	\$ 54.19	\$ 98,354.85
20	20-ft Chain Link Gate	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,134.00	\$ 6,268.00	\$ 2,771.76	\$ 5,543.52
21	Tortoise Fence	1,150	LF	\$ 20.00	\$ 23,000.00	\$ 9.00	\$ 10,350.00	\$ 24.00	\$ 27,600.00	\$ 12.54	\$ 14,421.00
22	36" Concrete Encased DR 21 HDPE	100	LF	\$ 400.00	\$ 40,000.00	\$ 900.00	\$ 90,000.00	\$ 1,198.00	\$ 119,800.00	\$ 1,280.98	\$ 128,098.00
23	36" Class III RCP	676	LF	\$ 275.00	\$ 185,900.00	\$ 240.00	\$ 162,240.00	\$ 212.00	\$ 143,312.00	\$ 193.47	\$ 130,785.72
24	48" Class III RCP	100	LF	\$ 300.00	\$ 30,000.00	\$ 340.00	\$ 34,000.00	\$ 345.00	\$ 34,500.00	\$ 328.12	\$ 32,812.00
25	6" Perforated/Solid PVC Underdrain	1,360	LF	\$ 35.00	\$ 47,600.00	\$ 70.00	\$ 95,200.00	\$ 38.00	\$ 51,680.00	\$ 91.68	\$ 124,684.80
26	Underdrain Cleanout	9	EA	\$ 600.00	\$ 5,400.00	\$ 3,700.00	\$ 33,300.00	\$ 3,284.00	\$ 29,556.00	\$ 2,988.63	\$ 26,897.67
27	6' Dia Manhole	5	EA	\$ 12,000.00	\$ 60,000.00	\$ 13,000.00	\$ 65,000.00	\$ 10,499.00	\$ 52,495.00	\$ 10,681.34	\$ 53,406.70
28	4' Dia Manhole	2	EA	\$ 9,000.00	\$ 18,000.00	\$ 8,000.00	\$ 16,000.00	\$ 8,009.00	\$ 16,018.00	\$ 8,436.67	\$ 16,873.34
29	Catch Basin, 2' X 2'	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 2,748.00	\$ 2,748.00	\$ 2,596.81	\$ 2,596.81
30	Concrete Pipe Collar, C/2248	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00	\$ 527.00	\$ 527.00	\$ 1,393.03	\$ 1,393.03
31	Asphalt Patch (3-inch Asphalt over 6-inch Base)	850	SF	\$ 45.00	\$ 38,250.00	\$ 12.00	\$ 10,200.00	\$ 6.00	\$ 5,100.00	\$ 14.66	\$ 12,461.00
32	Site Restoration Seeding	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,479.00	\$ 5,479.00	\$ 4,794.63	\$ 4,794.63
33	Re-Establish Section Corner Monument	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,267.00	\$ 3,267.00	\$ 2,199.81	\$ 2,199.81
34	Flowable Fill Backfill, Only as Directed by Engineer	100	CY	\$ 250.00	\$ 25,000.00	\$ 340.00	\$ 34,000.00	\$ 466.00	\$ 46,600.00	\$ 291.65	\$ 29,165.00
35	Trench Stabilization Material, Only as Directed by Engineer	100	CY	\$ 50.00	\$ 5,000.00	\$ 70.00	\$ 7,000.00	\$ 65.00	\$ 6,500.00	\$ 33.57	\$ 3,357.00
36	12-inch Ductile Iron Pipe, Restrained Joints	455	LF	\$ 125.00	\$ 56,875.00	\$ 185.00	\$ 84,175.00	\$ 167.00	\$ 75,985.00	\$ 218.42	\$ 99,381.10
37	8-inch DIP Cross	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,100.00	\$ 4,100.00	\$ 3,270.00	\$ 3,270.00	\$ 2,857.99	\$ 2,857.99
38	8" x 6" DIP Reducer	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 1,100.00	\$ 1,100.00	\$ 1,147.00	\$ 1,147.00	\$ 1,123.97	\$ 1,123.97
39	12" x 8" DIP Reducer	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,200.00	\$ 1,200.00	\$ 1,403.00	\$ 1,403.00	\$ 1,289.39	\$ 1,289.39
40	45 Degree DIP Bend	7	EA	\$ 1,400.00	\$ 9,800.00	\$ 1,300.00	\$ 9,100.00	\$ 1,737.00	\$ 12,159.00	\$ 1,429.35	\$ 10,005.45
41	22.5 Degree DIP Bend	2	EA	\$ 1,360.00	\$ 2,720.00	\$ 1,300.00	\$ 2,600.00	\$ 1,672.00	\$ 3,344.00	\$ 1,522.53	\$ 3,045.06
42	11.25 Degree DIP Bend	2	EA	\$ 1,330.00	\$ 2,660.00	\$ 1,300.00	\$ 2,600.00	\$ 1,645.00	\$ 3,290.00	\$ 1,494.11	\$ 2,988.22
43	12" Butterfly Valve	1	EA	\$ 8,100.00	\$ 8,100.00	\$ 6,600.00	\$ 6,600.00	\$ 7,676.00	\$ 7,676.00	\$ 7,099.97	\$ 7,099.97
44	6" Gate Valve	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,266.00	\$ 6,532.00	\$ 2,234.68	\$ 4,469.36
45	8" Gate Valve	1	EA	\$ 2,450.00	\$ 2,450.00	\$ 5,200.00	\$ 5,200.00	\$ 4,778.00	\$ 4,778.00	\$ 4,751.31	\$ 4,751.31
46	Waterline Washout Valve Assembly	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 70,000.00	\$ 70,000.00	\$ 7,122.00	\$ 7,122.00	\$ 9,435.17	\$ 9,435.17
47	Tortoise Monitoring and Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,659.00	\$ 3,659.00	\$ 1,618.30	\$ 1,618.30
48	18" Class III RCP	42	LF	\$ 175.00	\$ 7,350.00	\$ 130.00	\$ 5,460.00	\$ 202.00	\$ 8,484.00	\$ 113.30	\$ 4,758.60

Base Bid Price: \$4,035,260.00 \$3,335,776.00 \$3,695,284.00 \$3,866,321.34

Corrected arithmetic error

DIFFERENCE FROM LOW BID: \$699,484 \$0 \$359,508 \$530,545  
% DIFFERENCE FROM LOW BID: 20.97% 0.00% 10.78% 15.90%

**BID SCHEDULE SUMMARY**  
**North Industrial Park DB EWP Project**  
**City of St. George/NRCS**  
Bids Were Opened On: Tuesday, April 9, 2024



BASE BID				Interstate Rock Products		Phaze Concrete Inc.		Sunroc Corporation		Price Summary		
Item No.	Description	Quantity	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Average	Low	High
1	Mobilization, Demobilization, and Administrative Items (not to exceed 8% of Total Base Bid)	1	LS	\$ 238,000.00	\$ 238,000.00	\$ 202,755.00	\$ 202,755.00	\$ 275,000.00	\$ 275,000.00	\$ 242,003.00	\$ 200,000.00	\$ 280,000.00
2	Field Survey and Staking	1	LS	\$ 17,100.00	\$ 17,100.00	\$ 8,089.00	\$ 8,089.00	\$ 52,860.00	\$ 52,860.00	\$ 26,756.39	\$ 8,089.00	\$ 52,860.00
3	Traffic Control	1	LS	\$ 6,800.00	\$ 6,800.00	\$ 9,245.00	\$ 9,245.00	\$ 8,990.00	\$ 8,990.00	\$ 8,231.09	\$ 5,000.00	\$ 12,817.56
4	Clearing, Grubbing, and Trash Removal	1	LS	\$ 6,300.00	\$ 6,300.00	\$ 43,905.00	\$ 43,905.00	\$ 59,100.00	\$ 59,100.00	\$ 28,849.09	\$ 6,300.00	\$ 59,100.00
5	Demolition of Asphalt, Concrete Sidewalk, Concrete Debris, Existing MSE Wall and Existing 36-inch Storm Drain	1	LS	\$ 21,400.00	\$ 21,400.00	\$ 60,681.00	\$ 60,681.00	\$ 141,400.00	\$ 141,400.00	\$ 65,017.74	\$ 21,400.00	\$ 141,400.00
6	Pond Excavation, Complete	1	LS	\$ 983,000.00	\$ 983,000.00	\$ 2,192,149.00	\$ 2,192,149.00	\$ 1,815,720.00	\$ 1,815,720.00	\$ 1,055,009.74	\$ 334,713.00	\$ 2,192,149.00
7	Pond Embankment, Toe Drain, and Filter Diaphragm, Complete	1	LS	\$ 577,500.00	\$ 577,500.00	\$ 467,739.00	\$ 467,739.00	\$ 185,000.00	\$ 185,000.00	\$ 394,816.56	\$ 150,000.00	\$ 577,500.00
8	Principal Spillway Outlet Structure and Trash Rack	1	LS	\$ 189,500.00	\$ 189,500.00	\$ 120,484.00	\$ 120,484.00	\$ 161,000.00	\$ 161,000.00	\$ 176,479.88	\$ 107,386.28	\$ 360,000.00
9	Auxiliary Spillway	1	LS	\$ 861,000.00	\$ 861,000.00	\$ 603,180.00	\$ 603,180.00	\$ 842,000.00	\$ 842,000.00	\$ 828,650.78	\$ 570,000.00	\$ 1,052,779.00
10	Pipe Outlet Energy Dissipator	1	LS	\$ 67,700.00	\$ 67,700.00	\$ 39,431.00	\$ 39,431.00	\$ 68,200.00	\$ 68,200.00	\$ 70,534.12	\$ 32,351.00	\$ 140,000.00
11	Concrete Curb & Gutter	80	LF	\$ 41.50	\$ 3,320.00	\$ 41.25	\$ 3,300.00	\$ 44.65	\$ 3,572.00	\$ 4,295.47	\$ 3,300.00	\$ 5,820.80
12	5-ft Concrete Sidewalk	400	SF	\$ 5.40	\$ 2,160.00	\$ 7.78	\$ 3,112.00	\$ 10.75	\$ 4,300.00	\$ 4,264.00	\$ 2,160.00	\$ 7,600.00
13	Type G Ramps and Embankment Surface	13,080	SF	\$ 1.00	\$ 13,080.00	\$ 1.02	\$ 13,341.60	\$ 1.15	\$ 15,042.00	\$ 29,090.00	\$ 13,080.00	\$ 63,830.40
14	Outlet Channel Construction, Complete	1	LS	\$ 153,500.00	\$ 153,500.00	\$ 71,719.00	\$ 71,719.00	\$ 159,585.00	\$ 159,585.00	\$ 110,651.81	\$ 71,719.00	\$ 159,585.00
15	Class I Riprap	805	CY	\$ 47.00	\$ 37,835.00	\$ 119.00	\$ 95,795.00	\$ 60.00	\$ 48,300.00	\$ 66,008.66	\$ 37,835.00	\$ 95,795.00
16	Class III Riprap	1,530	CY	\$ 47.00	\$ 71,910.00	\$ 119.00	\$ 182,070.00	\$ 59.00	\$ 90,270.00	\$ 127,028.25	\$ 71,910.00	\$ 182,070.00
17	Geotextile Fabric	4,200	SY	\$ 1.50	\$ 6,300.00	\$ 2.68	\$ 11,256.00	\$ 3.75	\$ 15,750.00	\$ 11,494.00	\$ 6,300.00	\$ 15,750.00
18	Erosion Control Rock (3" minus)	26,530	SF	\$ 2.15	\$ 57,039.50	\$ 1.43	\$ 37,937.90	\$ 7.00	\$ 185,710.00	\$ 93,334.70	\$ 37,937.90	\$ 185,710.00
19	6-ft Chain Link Fence	1,815	LF	\$ 43.50	\$ 78,952.50	\$ 63.56	\$ 115,361.40	\$ 45.00	\$ 81,675.00	\$ 87,195.63	\$ 72,600.00	\$ 115,361.40
20	20-ft Chain Link Gate	2	EA	\$ 2,250.00	\$ 4,500.00	\$ 3,178.00	\$ 6,356.00	\$ 2,311.00	\$ 4,622.00	\$ 5,281.59	\$ 4,400.00	\$ 6,356.00
21	Tortoise Fence	1,150	LF	\$ 10.00	\$ 11,500.00	\$ 57.78	\$ 66,447.00	\$ 19.00	\$ 21,850.00	\$ 25,361.33	\$ 10,350.00	\$ 66,447.00
22	36" Concrete Encased DR 21 HDPE	100	LF	\$ 1,350.00	\$ 135,000.00	\$ 610.00	\$ 61,000.00	\$ 1,581.00	\$ 158,100.00	\$ 115,333.00	\$ 61,000.00	\$ 158,100.00
23	36" Class III RCP	676	LF	\$ 170.00	\$ 114,920.00	\$ 199.00	\$ 134,524.00	\$ 192.00	\$ 129,792.00	\$ 135,928.95	\$ 114,920.00	\$ 162,240.00
24	48" Class III RCP	100	LF	\$ 290.00	\$ 29,000.00	\$ 297.00	\$ 29,700.00	\$ 352.00	\$ 35,200.00	\$ 32,535.33	\$ 29,000.00	\$ 35,200.00
25	6" Perforated/Solid PVC Underdrain	1,360	LF	\$ 59.50	\$ 80,920.00	\$ 46.60	\$ 63,376.00	\$ 48.50	\$ 65,960.00	\$ 80,303.47	\$ 51,680.00	\$ 124,684.80
26	Underdrain Cleanout	9	EA	\$ 2,150.00	\$ 19,350.00	\$ 1,232.00	\$ 11,088.00	\$ 2,329.00	\$ 20,961.00	\$ 23,525.45	\$ 11,088.00	\$ 33,300.00
27	6' Dia Manhole	5	EA	\$ 9,600.00	\$ 48,000.00	\$ 10,966.00	\$ 54,830.00	\$ 11,650.00	\$ 58,250.00	\$ 55,330.28	\$ 48,000.00	\$ 65,000.00
28	4' Dia Manhole	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 7,970.00	\$ 15,940.00	\$ 6,900.00	\$ 13,800.00	\$ 15,105.22	\$ 12,000.00	\$ 16,873.34
29	Catch Basin, 2' X 2'	1	EA	\$ 2,800.00	\$ 2,800.00	\$ 3,936.00	\$ 3,936.00	\$ 3,500.00	\$ 3,500.00	\$ 3,113.47	\$ 2,596.81	\$ 3,936.00
30	Concrete Pipe Collar, C/2248	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 764.00	\$ 764.00	\$ 1,405.00	\$ 1,405.00	\$ 1,514.84	\$ 527.00	\$ 3,200.00
31	Asphalt Patch (3-inch Asphalt over 6-inch Base)	850	SF	\$ 10.50	\$ 8,925.00	\$ 18.49	\$ 15,716.50	\$ 6.50	\$ 5,525.00	\$ 9,654.58	\$ 5,100.00	\$ 15,716.50
32	Site Restoration Seeding	1	LS	\$ 15,100.00	\$ 15,100.00	\$ 13,674.00	\$ 13,674.00	\$ 18,400.00	\$ 18,400.00	\$ 10,074.61	\$ 3,000.00	\$ 18,400.00
33	Re-Establish Section Corner Monument	1	EA	\$ 920.00	\$ 920.00	\$ 2,889.00	\$ 2,889.00	\$ 1,840.00	\$ 1,840.00	\$ 2,219.30	\$ 920.00	\$ 3,267.00
34	Flowable Fill Backfill, Only as Directed by Engineer	100	CY	\$ 140.00	\$ 14,000.00	\$ 229.00	\$ 22,900.00	\$ 266.00	\$ 26,600.00	\$ 28,877.50	\$ 14,000.00	\$ 46,600.00
35	Trench Stabilization Material, Only as Directed by Engineer	100	CY	\$ 30.50	\$ 3,050.00	\$ 87.27	\$ 8,727.00	\$ 113.00	\$ 11,300.00	\$ 6,655.67	\$ 3,050.00	\$ 11,300.00
36	12-inch Ductile Iron Pipe, Restrained Joints	455	LF	\$ 150.00	\$ 68,250.00	\$ 137.00	\$ 62,335.00	\$ 153.00	\$ 69,615.00	\$ 76,623.52	\$ 62,335.00	\$ 99,381.10
37	8-inch DIP Cross	1	EA	\$ 2,850.00	\$ 2,850.00	\$ 7,675.00	\$ 7,675.00	\$ 1,707.00	\$ 1,707.00	\$ 3,743.33	\$ 1,707.00	\$ 7,675.00
38	8" x 6" DIP Reducer	1	EA	\$ 1,350.00	\$ 1,350.00	\$ 883.00	\$ 883.00	\$ 1,138.00	\$ 1,138.00	\$ 1,123.66	\$ 883.00	\$ 1,350.00
39	12" x 8" DIP Reducer	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 904.00	\$ 904.00	\$ 1,162.00	\$ 1,162.00	\$ 1,226.40	\$ 904.00	\$ 1,403.00
40	45 Degree DIP Bend	7	EA	\$ 1,500.00	\$ 10,500.00	\$ 1,018.00	\$ 7,126.00	\$ 1,290.00	\$ 9,030.00	\$ 9,653.41	\$ 7,126.00	\$ 12,159.00
41	22.5 Degree DIP Bend	2	EA	\$ 1,450.00	\$ 2,900.00	\$ 969.00	\$ 1,938.00	\$ 1,235.00	\$ 2,470.00	\$ 2,716.18	\$ 1,938.00	\$ 3,344.00
42	11.25 Degree DIP Bend	2	EA	\$ 1,450.00	\$ 2,900.00	\$ 948.00	\$ 1,896.00	\$ 1,211.00	\$ 2,422.00	\$ 2,682.70	\$ 1,896.00	\$ 3,290.00
43	12" Butterfly Valve	1	EA	\$ 5,350.00	\$ 5,350.00	\$ 5,292.00	\$ 5,292.00	\$ 6,435.00	\$ 6,435.00	\$ 6,408.83	\$ 5,292.00	\$ 7,676.00
44	8" Gate Valve	2	EA	\$ 3,400.00	\$ 6,800.00	\$ 4,772.00	\$ 9,544.00	\$ 3,334.00	\$ 6,668.00	\$ 6,040.23	\$ 4,469.36	\$ 7,000.00
45	8" Gate Valve	1	EA	\$ 4,250.00	\$ 4,250.00	\$ 2,869.00	\$ 2,869.00	\$ 4,880.00	\$ 4,880.00	\$ 4,454.72	\$ 2,869.00	\$ 5,200.00
46	Waterline Washout Valve Assembly	1	EA	\$ 9,300.00	\$ 9,300.00	\$ 7,487.00	\$ 7,487.00	\$ 9,885.00	\$ 9,885.00	\$ 18,871.53	\$ 7,122.00	\$ 70,000.00
47	Tortoise Monitoring and Control	1	LS	\$ 17,800.00	\$ 17,800.00	\$ 2,889.00	\$ 2,889.00	\$ 3,795.00	\$ 3,795.00	\$ 5,460.22	\$ 1,618.30	\$ 17,800.00
48	18" Class III RCP	42	LF	\$ 98.00	\$ 4,116.00	\$ 86.13	\$ 3,617.46	\$ 76.00	\$ 3,192.00	\$ 4,938.01	\$ 3,192.00	\$ 8,484.00
Base Bid Price:					\$4,033,348.00		\$4,903,101.86		\$4,912,978.00	\$4,124,468.20	\$3,335,776.00	\$4,912,978.00

Corrected arithmetic error

DIFFERENCE FROM LOW BID:  
% DIFFERENCE FROM LOW BID:

\$697,572  
20.91%

\$1,567,326  
46.99%

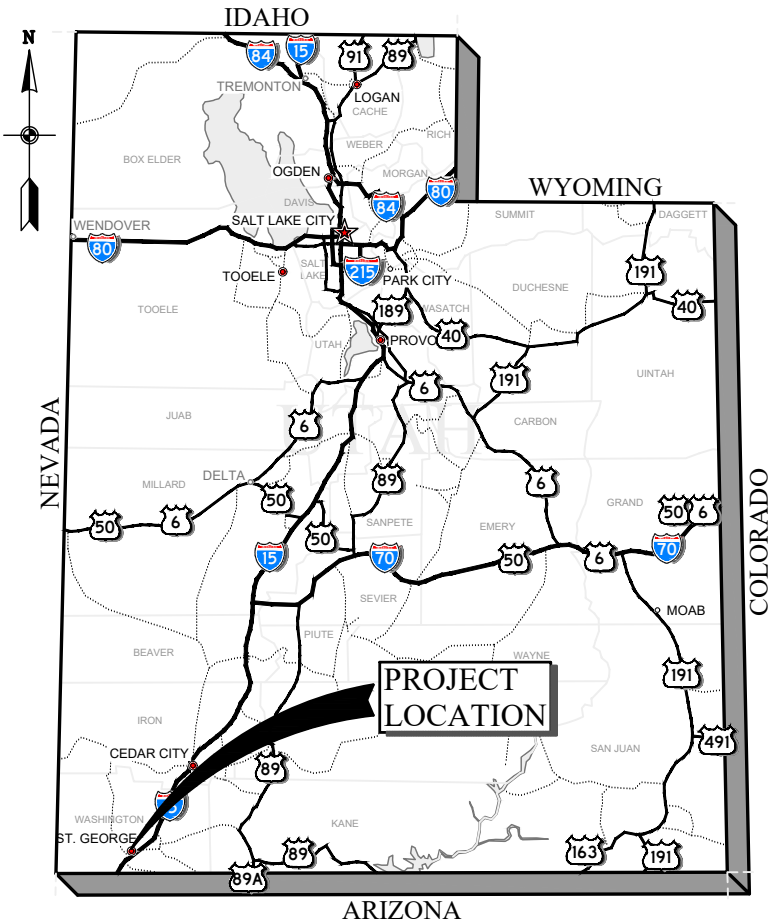
\$1,577,202  
47.28%



DRAWINGS FOR CONSTRUCTION OF THE  
NORTH INDUSTRIAL PARK DEBRIS BASIN



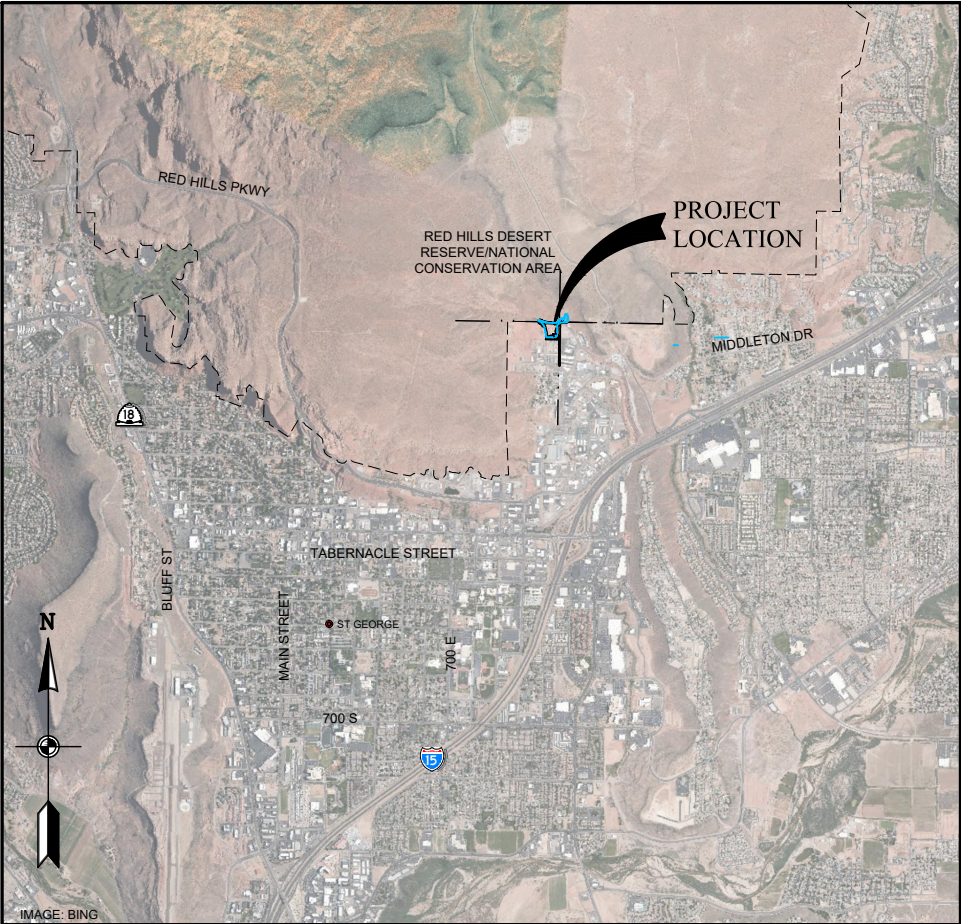
ST. GEORGE EWP  
ST. GEORGE CITY / NRCS  
INQUIRY NO. 22-XXXX



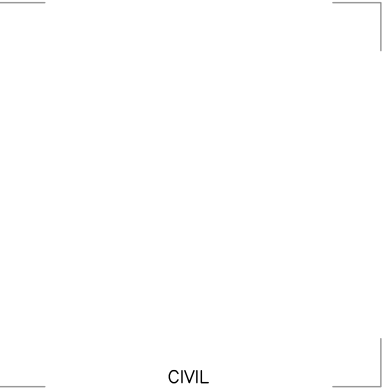
PROJECT LOCATION MAP

AGENCY	CONTACT NAME	PHONE NUMBER
BLUESTAKES LOCATE SERVICES	N/A	800-662-4111
ST. GEORGE CITY WATER AND WASTEWATER	JOHN CAZIER	435-627-4853
ST. GEORGE CITY ENERGY SERVICES	WESTON NELSON	435-627-4896
ST. GEORGE CITY PUBLIC WORKS	TOM SKROCKI	435-627-4064
QUESTAR NATURAL GAS	CRAIG HANSEN	435-674-6144
LUMEN	PHIL HAMMOND	801-809-6054
TDS TELECOM	RANDALL LOPEZ	435-705-6006
SKYWIRE	LYNN BEECHER	801-318-0869
TONAQUINT NETWORKS	MATT HEATON	801-930-0444
DIXIE POWER	CHAD REYNOLDS	435-673-3297

INDEX OF DRAWINGS		
SHT NO.	DWG NO.	DESCRIPTION
GENERAL		
1	G-01	PROJECT LOCATION MAP, VICINITY MAP, AND INDEX OF DRAWINGS
2	G-02	ABBREVIATIONS
3	G-03	SYMBOLS AND NOTES
4	G-04	SURVEY CONTROL (PENDING)
CIVIL		
5	C-01	DEBRIS BASIN PLAN
6	C-02	DEBRIS BASIN SECTIONS
7	C-03	DEBRIS BASIN SPILLWAY PROFILES
8	C-04	DEBRIS BASIN CHANNEL PROFILES



PROJECT VICINITY MAP



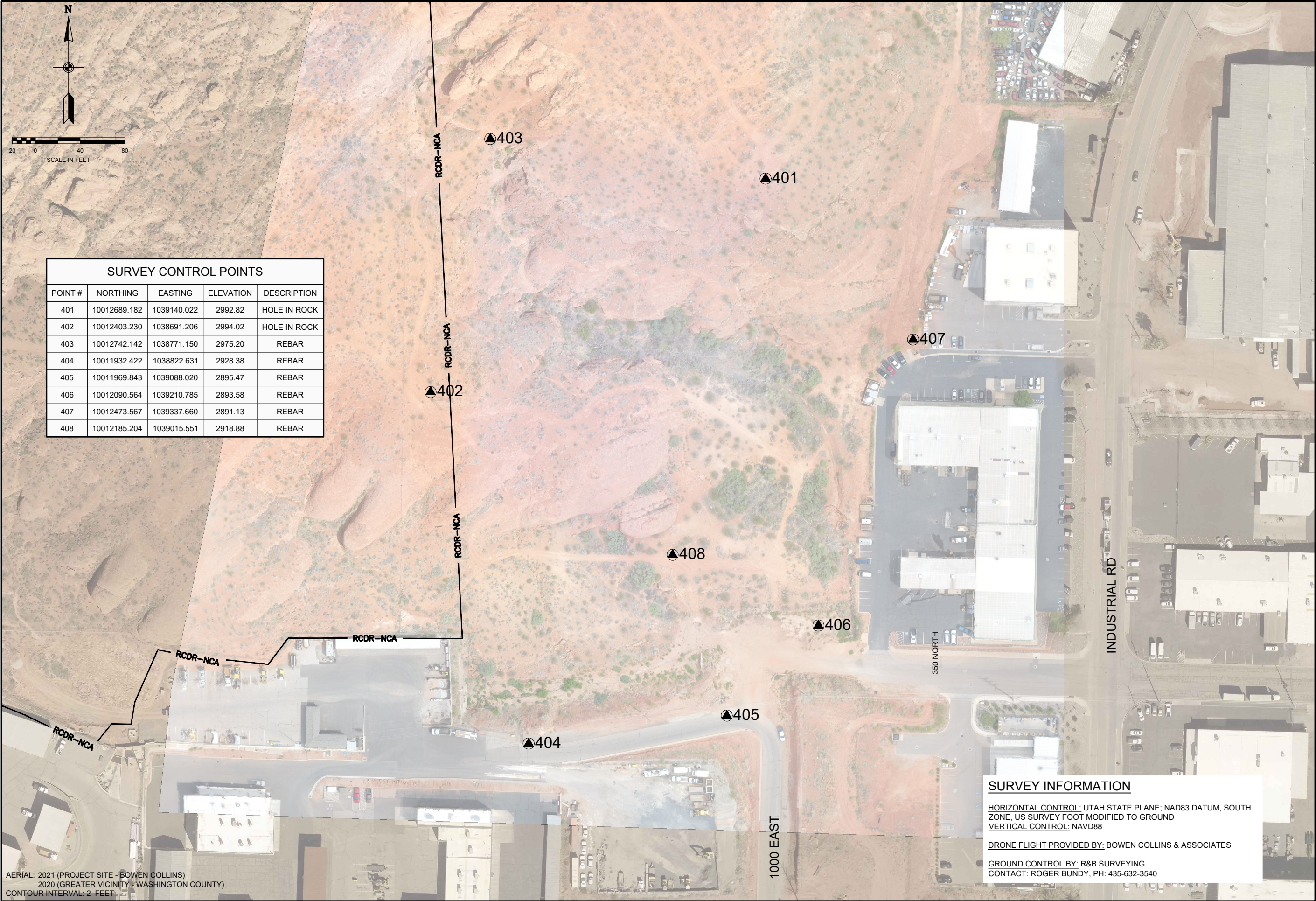
NOT FOR CONSTRUCTION FOR REVIEW ONLY			
NO.	DATE	REV. BY	DESCRIPTION

VERIFY SCALE BARS ONE INCH ON ORIGINAL DRAWING	
DESIGN	REVIEW
DESIGN C. MERRELL DRAWN C. MERRELL	CHECKED T. OLSEN APPROVED C. MERRELL

PROJECT LOCATION MAP, VICINITY MAP, AND INDEX OF DRAWINGS	
DATE: JUN 2022	PROJECT NUMBER 001-21-01

DRAWING NO. G-01	
SHEET 1	OF 9





SURVEY CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
401	10012689.182	1039140.022	2992.82	HOLE IN ROCK
402	10012403.230	1038691.206	2994.02	HOLE IN ROCK
403	10012742.142	1038771.150	2975.20	REBAR
404	10011932.422	1038822.631	2928.38	REBAR
405	10011969.843	1039088.020	2895.47	REBAR
406	10012090.564	1039210.785	2893.58	REBAR
407	10012473.567	1039337.660	2891.13	REBAR
408	10012185.204	1039015.551	2918.88	REBAR

**SURVEY INFORMATION**

HORIZONTAL CONTROL: UTAH STATE PLANE; NAD83 DATUM, SOUTH ZONE, US SURVEY FOOT MODIFIED TO GROUND  
VERTICAL CONTROL: NAVD88

DRONE FLIGHT PROVIDED BY: BOWEN COLLINS & ASSOCIATES

GROUND CONTROL BY: R&B SURVEYING  
CONTACT: ROGER BUNDY, PH: 435-632-3540

60% DRAWINGS

NOT FOR CONSTRUCTION  
FOR REVIEW ONLY

NO.	DATE	REV. BY	DESCRIPTION

ST. GEORGE CITY / NRCS  
WASHINGTON COUNTY

NORTH INDUSTRIAL PARK DEBRIS BASIN

VERIFY SCALE  
BAR IS ONE INCH ON ORIGINAL DRAWING

DESIGN  
C. MERRELL

REVIEW  
T. OLSEN

CHECKED  
C. MERRELL

APPROVED  
C. MERRELL

GENERAL

SURVEY CONTROL

DATE: JUN 2022  
PROJECT NUMBER: 001-21-01

DRAWING NO.  
G-04

SHEET 4 OF 9









**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3C

**Subject:**

Consider Approval of a Grant Award from Operation Underground Railroad (OUR) for \$8,144

**Item at-a-glance:**

Staff Contact: Jordan Minnick

Applicant Name: Jordan Minnick

Reference Number: N/A

Address/Location:

N/A

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

The St George Police Department is in need of a way to safely work with electronic data, computers, cellphones, etc. without compromising the digital evidence. While researching options, a product known as a "Block Box" was identified as a solution to our investigative needs. The device is used to prohibit cell, wifi, or other electronic access to digital evidence and destroy/delete it before investigators can retrieve the needed data from a recovered evidence item. The device is self-contained in the police department and simply blocks signals to already recovered digital evidence devices. In an effort to identify a funding source, the police department has received a one-time grant from OUR, which will fund this project at 100%. We are asking for approval of the MOU between the St George Police Department and OUR, which will open this funding source.

**Staff Narrative (need/purpose):**

The approval of the MOU between St George City and OUR will open funding and allow us to purchase a "Block Box." The agreement and required reporting are well within our

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3d

**Subject:**

Consider approval to award bid to Ground Worx Corp for the Reuse Center Crushing Project.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

St, George Reuse Center of Brigham Road

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

The City has stockpiled approximately 10,000 tons of asphalt and concrete chunks that will be crushed into rock aggregate material that can be used on city projects. Only one bid was received. Staff recommends awarding the bid to Ground Worx Corporation for \$100,085.00. This amount is \$20,687 lower than the original bid. Since there was only one bidder, the city code allowed the amount to be negotiated lower.

**Staff Narrative (need/purpose):**

St. George supports recycling and reusing used concrete and asphalt material from the city and other projects. The material, once crushed, can be used on city projects.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: 120,772.00

Amount approved in current FY budget for item: 120,772.00

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

N/A

Description of funding source:

General Funds / Streets Division

**Recommendation (Include any conditions):**

Approval

## BID SUMMARY

**BID Total: \$100,085.00**

## BID SCHEDULE

**Project:** Reuse Center Crushing Operation

**Inquiry No.:** 24-115

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. If an alternate is asked for, the contractor may elect to BID either or both BID schedules, however only one schedule will be awarded.

BIDDER will complete the work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing BIDS and establishing the initial Contract Price. Final payment will be based on actual quantities.

NOTE: The Engineer shall check all BIDS for mathematical errors. If errors have been made in the extension of the figures, the unit prices will be the binding amount and the total amounts will be revised to reflect the corrections.

### BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	<b>Mobilization, Demobilization, Temporary Facilities, Administrative Items, and Misc.</b> This includes all cost, labor, equipment, and materials associated with this project not specifically covered in the bid items below. This also includes the cost of quality control, material testing, obtaining permits and any other miscellaneous costs.	1	Lump	8,565.00	8,565.00
2	<b>Asphalt Crushing.</b> This includes all cost, labor, equipment, and material needed to crush on site existing stockpiled asphalt chunks to meet City of St. George Specification Type II crushed aggregate (3/4" mix). The basis of payment will be by the ton of existing material stockpiled on site. Payment will solely be based on certified scale weight inventory provided by the city prior to crushing. <u>See Special Conditions for Crushing Schedule</u>	8,000	Ton	8.75	69,960.00
3	<b>Concrete Crushing.</b> This includes all cost, labor, equipment, and material needed to crush on site existing stockpiled concrete chunks to meet City of St. George Specification Type II crushed aggregate (3/4" mix). The basis of payment will be by the ton of existing material stockpiled on site. Payment will solely be based on certified scale weight inventory provided by the city prior to crushing. <u>See Special Conditions for Crushing Schedule.</u>	2,000	Ton	10.78	21,560.00

BIDDER certifies that BIDDER has read the Request for BIDS and fully understands its intent. BIDDER certifies that BIDDER has adequate personnel and resources to fulfill the proposal the required services shall be judged solely by the City. BIDDER further certifies that, since the receipt of the Request for BIDS, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services with any City employee other than the contact people



listed in the Request for BIDS. BIDDER understands that any such contact could disqualify this proposal. BIDDER further certifies that BIDDER is properly licensed to conduct business within the scope of this BID as required by the State of Utah. BIDDER certifies that all schedules and addenda contained herein shall be considered part of the entire Request for BIDS response and that the complete document submitted shall be considered a legally binding document.

The undersigned swears and deposes that the information provided herein is true, accurate, and complete so as not to be misleading.

Dated this 3rd day of April 2024.

**Respectfully Submitted:**

Business Name: **Ground Worx Corp** - - - - - Seal (if BID  
is by Corporation)

Business Address: **75 S 100 E STE 2B St. George, UT 84770** - - - - -

Representative Name: **Kyle Sullivan** - - - - -

Signature:  - - - - -

Title: **CEO** - - - - -

Date: **04/03/2024** - - - - -

Attest Signature:  - - - - -

Attest Name: **Brynlee Wadsworth** - - - - -

**END OF SECTION**

**BIDDER'S GENERAL INFORMATION**

**Project:** Reuse Center Crushing Operation

**Inquiry No.:** 24-115

**Date:** 04/03/2024 \_\_\_\_\_

## BIDDER'S GENERAL INFORMATION

**Project:** Reuse Center Crushing Operation

**Inquiry No.:** 24-115

**Date:** 04/03/2024 \_\_\_\_\_

To verify adequate qualifications and experience, BIDDER must submit this sheet, filled out in its entirety, with their sealed BID. Attach additional sheets as required to completely fill out the required information.

Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the BID to be considered non-responsive and to cause its rejection.

(1) BIDDER'S Name and Address:

\_\_\_\_\_  
Ground Worx Corp 75 S 100 E Ste 2B  
St. George, UT 84770

(2) BIDDER'S Telephone Number / Facsimile Number:

(435) 229-0628 -

(3) BIDDER'S Email Address

Groundworx23@gmail.com

(4) Contractor's License Primary Classification:

☒ B100    ☐ E100    ☐ Other:

\_\_\_\_\_  
State and License Number: 11191200-5501

Supplemental classifications held, if any (ATTACH A COPY IF NOT INCLUDED IN ABOVE):  
\_\_\_\_\_

A City Business License from their Principal Place of Business in Utah (ATTACH A COPY):  
\_\_\_\_\_  
\_\_\_\_\_

(5) Work in Progress (WIP) limit\*: \$5,000,000    Current Status of WIP: \$450,000\_\_\_\_\_

## **BID FORM**

**Project:** Reuse Center Crushing Operation

**Inquiry No:** 24-115

Proposal of Ground Worx Corp ("BIDDER"), organized and existing under the laws of the State of Utah doing business as a corporation, partnership, or an individual (circle applicable status), to the City of St. George ("CITY"). Pursuant to and in compliance with the Public Notice, BIDDER hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, BIDDER'S Instructions, Drawings, Specifications, and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the site and the conditions under which the work on the Drawings and in the Specifications is to be done, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

All Work shall be in strict accordance with the Contract Documents and documents issued thereto and shall be installed at the price/prices set forth in the Contract Documents. Bidder acknowledges that all Work shall be done subject to CITY'S approval. Decisions and questions as to the quality, suitability, and acceptability of the materials, interpretation of drawings and specifications, and acceptable fulfillment of the Contract by the BIDDER shall be made by CITY.

Of particular importance to be considered in the BID are the following:

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

The WORK is to be performed within the specified CONTRACT TIME. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay the CITY LIQUIDATED DAMAGES assessed at the rates established as follows:

- a. \$250.00 (dollars) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME.
- b. \$250.00 (dollars) per day for failure to make repairs to deficiencies in the work within 10 days of notification to repair.

The rates specified in 'b.' above are cumulative and are in addition to LIQUIDATED DAMAGES assessed in association with the overall Contract Time as listed in 'a.' above. Additional information on LIQUIDATED DAMAGES is provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDUM:

_____ Addendum No. _____	Dated _____
_____ Addendum No. _____	Dated _____
Addendum No. _____	Dated _____



## **Reuse Center Crushing Project - Bid Proposal**

**Inquiry No. 24-115**

**575 East Brigham Road St. George, UT**

**APRIL 2024**

*Prepared for:*

City of St. George Purchasing Department  
Attention: Mary Wahl, Purchasing Manager  
175 East 200 North  
St George, Utah 84770

*Submitted by:*

Kyle Grant Sullivan  
of  
Ground Worx Corp. (Est. 2019)  
75 S 100 E Ste. 2b  
St. George, Utah 84770  
Tax Identification Number: 83-0956710



## GROUND WORX CORP - PROJECTS

### Project 1

#### The Estates at Sand Hollow (Sand Hollow Resort - Hurricane, Utah)

- b. Name, address, and telephone number of the project Owner.  
Adam Jaspersen (Director of Golf and Resort Operations at Sand Hollow Resort)  
(435) 632-7482  
[Adam@sandhollowresorts.com](mailto:Adam@sandhollowresorts.com)
- c. Brief description of the work involved.  
We developed raw ground into 80 building lots. This included 1,034,000 yards of material and over 52,000 of water, storm, and sewer pipes. In total, 145 acres of developed area.
- d. Contract amount.  
\$13,575,000
- e. Contract date for completion.  
August 2023
- f. Date of actual completion – reason for delay, if any.  
September 2023  
Reason for delay: Dixie Power
- g. Name, address, and phone number of Engineer / Architect / Landscape Architect.  
Horrocks Engineers  
555 S Bluff St Saint George, Utah 84770  
(435) 986-7888
- h. Name of Owner's Inspecting Officer.  
Brigham McLaws
- i. State your involvement in any litigation arising out of the project.  
NA
- j. Status of current litigation, if any, associated with any project. If none, state N/A.  
NA

## Project 2

### Erosion Protection Phase 1&2 (Entrada at Snow Canyon Golf Course – St. George, Utah)

- b. Name, address, and telephone number of the project Owner.  
Mike Jones  
(801) 560-7669  
[Jjones@me.com](mailto:Jjones@me.com)
- c. Brief description of the work involved.  
Design and construct erosion protection.
- d. Contract amount.  
\$286,000
- e. Contract date for completion.  
February 18<sup>th</sup>, 2024
- f. Date of actual completion – reason for delay, if any.  
February 6<sup>th</sup>, 2024
- g. Name, address, and phone number of Engineer / Architect / Landscape Architect.  
Rosenberg Associates  
352 E Riverside Dr. Ste A2 St. George, Utah 84790  
(435) 673-8586
- h. Name of Owner's Inspecting Officer.  
Mike Jones
- i. State your involvement in any litigation arising out of the project.  
NA
- j. Status of current litigation, if any, associated with any project. If none, state N/A.  
NA

### Project 3

#### FireRock (Residential Community – Hurricane, Utah)

- b. Name, address, and telephone number of the project Owner.  
Jed Christensen  
(435) 632-8836  
[Jedchris11133@gmail.com](mailto:Jedchris11133@gmail.com)
- c. Brief description of the work involved.  
Retention and sidewalk of subdivision.
- d. Contract amount.  
\$849,724
- e. Contract date for completion.  
September 2022
- f. Date of actual completion – reason for delay, if any.  
September 2022
- g. Name, address, and phone number of Engineer / Architect / Landscape Architect.  
Pratt Engineering  
51 N 1000 W Ste 3 Hurricane, Utah 84737  
(435) 635-2329
- h. Name of Owner's Inspecting Officer.  
Jed Christensen
- i. State your involvement in any litigation arising out of the project.  
NA
- j. Status of current litigation, if any, associated with any project. If none, state N/A.  
NA

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
ACTIVE LICENSE

**Ground Worx Corp**  
75 S 100 E STE 2B  
SAINT GEORGE UT 84770

EFFECTIVE  
02/28/2019

EXPIRATION  
11/30/2025

REFERENCE NUMBER(S); CLASSIFICATION(S) & DETAIL(S)  
11191200-5501 Contractor With LRF  
B100, S310

DBAs: None Associated

**IMPORTANT LICENSURE REMINDERS:**

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

GROUND WORX CORP  
75 S 100 E STE 2B  
SAINT GEORGE UT 84770

Please visit our web site at  
[www.dopl.utah.gov](http://www.dopl.utah.gov) should you have any  
questions in the future.

STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF PROFESSIONAL LICENSING  
ACTIVE LICENSE



EFFECTIVE DATE: 02/28/2019  
EXPIRATION DATE: 11/30/2025  
ISSUED TO: **Ground Worx Corp**  
75 S 100 E STE 2B  
SAINT GEORGE UT 84770

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

11191200-5501 Contractor With LRF DBAs: None Associated  
B100, S310



# AIA® Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Ground Worx Corp.  
75 S 100 E Suite 2b  
St. George, UT 84770

**SURETY:**

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company  
P.O. Box 6202  
Metairie, LA 70009

**OWNER:**

(Name, legal status and address)

State Institutional of Trust Land Administration  
1593 Grapvine Crossing  
Washington, UT 84780

**BOND AMOUNT:** Five percent of the total amount bid \_\_\_\_\_ 5%

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)

Reuse Center Crushing  
575 East Brigham Rd. St. George, UT

Project Number, if any: 24-115

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12 day of February, 2024

(Witness)

Mary Brannon-Miller  
(Witness)

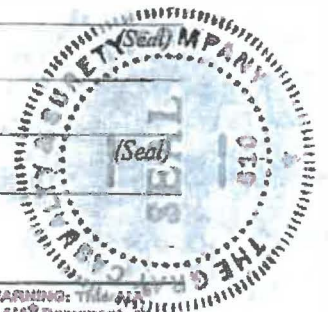
Ground Worx Corp.  
(Principal)

(Title)

The Gray Casualty & Surety Company

(Surety)

Todd Stein Attorney-in-fact  
(Title)



Init.



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GSA02500051

**Principal:** Ground Worx Corp

**Project:**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Todd Stein and Mark Levinson of Cleveland, Ohio jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

Michael T. Gray  
President  
The Gray Insurance Company

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12 day of February, 2024

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12 day of February, 2024



**THE GRAY CASUALTY & SURETY COMPANY**  
**ABSTRACT OF ANNUAL STATEMENT as of December 31, 2022**

The Gray Casualty & Surety Company NAIC# 10671  
3601 N. 110 Service Road West, Metairie, Louisiana 70002  
P.O. Box 6202, Metairie, LA 70009-6202  
(504) 888-7790 (P)

(504) 454-6122 (F)

**ASSETS**

Bonds	75,637,862
Stocks	47,225,719
Cash & Cash Equivalents	5,576,125
Short Term Investments	504,449
Agents Balances or Uncollected Premiums	5,115,991
Interest, Dividends & Real Estate Income Due	508,144
Other Assets	3,529,468

**Total Assets           \$ 138,097,758**

**LIABILITIES, SURPLUS & OTHER FUNDS**

Reserves for Losses	7,579,982
Reserves for Loss Adjustment Expenses	3,646,757
Taxes, Licenses & fees (excluding Federal & Foreign Income Taxes)	458,088
Federal and Foreign Income Taxes	1,095,643
Unearned Premiums	14,490,807
All Other Liabilities	2,595,185

**Total Liabilities           \$ 29,866,462**

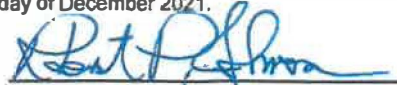
Capital Stock	3,000,000
Gross Paid In and Contributed Surplus	100,930,011
Unassigned Funds (Surplus)	4,301,285

**Surplus as Regards Policholders           \$ 108,231,296**

**Total                       \$ 138,097,758**

STATE of LOUISIANA  
JEFFERSON PARISH

I, Robert P. Johnson, Chief Financial Officer of The Gray Casualty & Surety Company, do hereby depose and say that the foregoing statement is a correct exhibit of the assets and liabilities of the Company on the 31st day of December 2021.

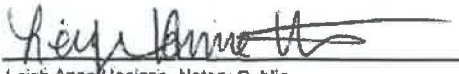
  
Robert P. Johnson, Chief Financial Officer

Leigh Anne Henican  
Notary Public

Notary ID No. 92653

Orleans Parish, Louisiana

Sworn to and subscribed before me at Metairie,  
Louisiana this 20 day of March 2022

  
Leigh Anne Henican, Notary Public



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3e

**Subject:**

Consider the approval of Grant Offer AIP 3-49-0060-046-2024 for the Construct Apron (South General Aviation Apron-Phase 2)

**Item at-a-glance:**

Staff Contact: Richard Stehmeier

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 S Airport Pkwy #1

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

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. Staff recommends approval. The project is complete, and this grant is a reimbursement from BIL grant for the work done.

**Staff Narrative (need/purpose):**

This project is complete. This grant is funding a portion of the remaining cost of the project AIP-44 - South Apron and Taxiway Connector. This was a BILs funded project that will be paid for over a four year period. This grant and one other grant (AIP-49) will pay for the remainder of this project. This grant is a reimbursement for costs we have already incurred and paid. This grant will pay for all retention funds that has been withheld from the contractor.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Utah

Denver Airports District Office  
26805 E 68th Ave, Ste 224  
Denver, CO 80249-6339

April 9, 2024

Honorable Michele Randall  
Mayor, City of St. George  
175 East 200 North  
St. George, Utah 84770

Dear Mayor Randall:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-49-0060-046-2024 at St. George Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.*** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 10, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses



consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Eric Trinklein, (303) 342-1265, [eric.trinklein@faa.gov](mailto:eric.trinklein@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

  
[John P Bauer \(Apr 9, 2024 14:43 MDT\)](#)

John P. Bauer  
 Manager, Denver Airports District Office





U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT  
GRANT AGREEMENT  
Part I - Offer**

Federal Award Offer Date	April 9, 2024
Airport/Planning Area	St. George Regional Airport
FY2024 AIG Grant Number	3-49-0060-046-2024 [Contract No. DOT-FA24NM-1003]
Unique Entity Identifier	SM4JSVJ7VXX5

TO: City of St George, Utah  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)  
This grant channels through the State of Utah.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 28, 2022, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

**Construct apron (south general aviation apron-phase 2)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90.85) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,309,029.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,309,029 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with and all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before May 10, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

**17. Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).



18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - 1. 15 percent; or
  - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.



- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 28, 2024, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
  - a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.
    - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
      - i. A member of Congress or a representative of a committee of Congress;
      - ii. An Inspector General;
      - iii. The Government Accountability Office;
      - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
      - v. A court or grand jury;
      - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
      - vii. An authorized official of the Department of Justice or other law enforcement agency.
  - b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

### SPECIAL CONDITIONS

28. **Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify,

or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.

29. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
30. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
  - a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
  - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - i. Inspection date;
  - ii. Location;
  - iii. Distress types; and
  - iv. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**32. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  - 4. Qualifications of engineering supervision and construction inspection personnel;
  - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs

incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

33. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*John P Bauer*

John P Bauer (Apr 9, 2024 14:43 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated April 9, 2024

**CITY OF ST. GEORGE, UTAH**

*(Name of Sponsor)*

Michele Randall

Michele Randall (Apr 9, 2024 15:37 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:**

Michele Randall

*(Typed Name of Sponsor's Authorized Official)*

**Title:**

Mayor

*(Title of Sponsor's Authorized Official)*

**Attested By:**

*(Signature of Sponsor's Attestation)*

**By:**

Christina Fernandez

*(Typed Name of Sponsor's Attestation)*

**Title:**

City Recorder

*(Title of Sponsor's Attestation)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Ryan Dooley, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at April 9, 2024

By:   
 (Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.<sup>2</sup>



- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

## **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

## **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

## **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.



- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or



structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of St George, Utah**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of June 28, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3f

**Subject:**

Consider approval of a Line Extension Agreement with Dixie Power for the installation of street lighting on 3000 East.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Along 3000 East from 1580 Sough to Seegmiller Drive

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

Dixie Power requires that customers (St. George) execute a line agreement before completing work along 3000 East necessary to install needed street lighting.

**Staff Narrative (need/purpose):**

Dixie Power will install 14 street lights along 3000 East from 1580 East to Seegmiller Drive. The lighting will enhance safety for pedestrians, cyclists, and motorists along the 3000 East corridor where a wider shoulder for cyclists, and a 10' wide trail have been and will be constructed.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: 128,107.59

Amount approved in current FY budget for item: 128,107.59

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

N/A

Description of funding source:

Budgeted funds for the 3000 East projects

**Recommendation (Include any conditions):**

Approval



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3g

**Subject:**

Consider approval of Amendment No. 3 to the Master Service Agreement between City of St. George and Paymentus.

**Item at-a-glance:**

Staff Contact: Laura Olson

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

This amendment renews the original agreement between the City and Paymentus through May 12, 2028.

**Staff Narrative (need/purpose):**

The agreement will extend the terms until May 12, 2028. The city has been partnering with Paymentus for a considerable period. They have provided the city with valuable services over the year. Increased customer engagement and satisfaction by allowing our customers to pay for utility services, how, when, and anywhere they want. They continue to provide direct integration with Tyler INCODE (Current Utility Billing/Financial software) and has increased business productivity through real-time payment intelligence/reporting for the customer and the customer services representative.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:**

Cost for the agenda item: \$5000

Amount approved in current FY budget for item: \$950,000

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

The current amendment does not change the current budget, it adds some enhancements to the existing software.

Description of funding source:

Funding source comes from utility rates and the credit card fees associated to those rates. The amendment does not change the current budget.

**Recommendation (Include any conditions):**

Staff recommends approval.

**AMENDMENT NO. 3  
TO MASTER SERVICES AGREEMENT**

This Amendment No. 3 (“Amendment No. 3”) to the Master Services Agreement is effective as of March 27, 2024 (“Effective Date”), and amends that Master Services Agreement (“MSA”) by and between City of St George, (“Client”) with a principal place of business located at 175 East 200 North, St. George, Utah, 84770 and Paymentus Corporation, a State of Delaware corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”), which MSA was previously amended by that Amending Agreement dated August 24, 2016, that Statement of Work dated January 2, 2018 and that Amending Agreement dated June 124, 2019 (collectively with the MSA, the “Agreement”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 3 is effective at the time of the last to sign of the Parties.

**STATEMENT OF PURPOSE**

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to extend the initial term and add Secure Service IVR Agent Assisted IVR Transfer and SMS Solution to the products and services solutions.

**AGREEMENT**

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment No. 3 as follows:

1.1 Amended and Restated Schedule A – Schedule A, Paymentus Service Fee Schedule (“Schedule A”) of the Agreement is hereby deleted and the new Schedule A attached here to is substituted in lieu thereof.

1.2 Amended and Restated Schedule B – Schedule B, Paymentus Service Fee Schedule (“Schedule B”) of the Agreement is hereby deleted and the new Schedule B attached here to is substituted in lieu thereof.

1.3 Term- The Initial Term is hereby extended to May 12, 2028. At the end of the Initial Term, this Agreement will automatically renew for successive two (2) year periods unless either Client or Paymentus provide the other party with not less than three (3) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of the Agreement.

1.4 Confidentiality- Section 7.7 of the MSA is hereby amended to add the following language at the end of Section 7.7:

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, Client shall (a) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus’ sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted, and (b) provide reasonable cooperation (at Paymentus’ request and sole expense, including but not limited to Client’s legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph. The Client acknowledges and agrees that this Agreement is confidential and contains trade secrets of Paymentus, including without limitation information related to pricing and payment models.

2. Miscellaneous:

2.1 This Amendment No. 3 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 3 shall remain in full force and effect.

2.3 This Amendment No. 3 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 3 to be executed by their duly authorized representatives.

**CITY OF ST GEORGE**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENTUS CORPORATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



### Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the Client will be based on the following model:

Department	Absorbed Fee Model
Utility	<p>Residential Utility Average Bill Amount \$219.00</p> <p>Paymentus Service Fee per qualified utility rate transaction</p> <ul style="list-style-type: none"><li>Credit/Debit Card \$1.90 (Visa, MasterCard, Discover Utility Rate)</li><li>ACH/echeck \$0.40</li></ul> <p>Paymentus Service Fee per Non-Qualified transaction (Non-qualified transaction applies to any transaction that does not qualify for a utility rate transaction). This may include a Business or Corporate card transactions)</p> <ul style="list-style-type: none"><li>Credit/ Debit Card 2.65% (Minimum Fee \$1.95. Visa, MasterCard, Discover)</li><li>ACH/echeck \$0.40</li></ul> <p>Maximum Payment Amount is \$5,000.00. The Paymentus Service Fee will be billed per each incremental payment amount of \$450.00. Multiple payments may be made.</p>

### Schedule B – Paymentus Service Fee Schedule

Service Type	Paymentus Service Fee
<b>E-Bill Presentment</b> Standard E-Bill Creation & Presentment Monthly Hosting	Bill Creation Fee Waived Monthly Hosting Fee Waived 12 Monthly Bills Historical Data No Charge
<b>Enterprise Payment Aggregation/E-Lock Box Service</b>	No Set Up fee, No Monthly Fee, Per Transaction fee waived
<b>Over the Counter Channel</b>	One-Time Set up Fee Waived. Count (6) Encrypted swipe devices at no cost

<b>Outbound Message (Campaign Manager)</b>	500 Monthly IVR/Email Messages No Charge 501+ Messages Overage Fee: \$0.15 per IVR Messages \$0.05 per Email Messages Unlimited Inbound IVR Payment Minutes
<b>Secure Service IVR Agent Assisted IVR Transfer &amp; SMS</b>	Implementation/Configuration \$6500.00 fee Waived IVR Transfer \$0.15 per transaction fee SMS \$0.08 per transaction fee



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 3h

**Subject:**

Consider approval to award bid to WRX Contracting for the construction of portions of the Halfway Wash Trail (North).

**Item at-a-glance:**

Staff Contact: Paul Stead

Applicant Name: City of St. George

Reference Number: 23-159

Address/Location:

approximately 1500 North Falcon Drive

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

This portion of the trail will connect the Snow Canyon Parkway trail to the Red Cliffs Desert Reserve. Staff met with residents of the Paradise Canyon community in the area and addressed concerns regarding the trail proximity to residents, the private roads etc. Adjustments were made to the trail alignment based on resident feedback and a bridge was added to the project. This keeps the trail within City property, gives residents more of a buffer and provides a better trail experience. Staff recommends awarding the bid to WRX Contracting in the amount of \$396,228.70.

**Staff Narrative (need/purpose):**

Construction bids were opened on March 21 for the Halfway Wash Trail project (23-159). The city received five bids and the low/responsible bid is from WRX Contracting. Construction is planned to start mid May and should be completed before July 31, 2024.

**Name of Legal Dept approver:** Alicia Galvany Carlton

**Budget Impact:**

Cost for the agenda item: \$396,228.70

Amount approved in current FY budget for item: \$510,473

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

With all encumbered expenses this will push this project over budget by about \$5,000. Park Impact Funds will be re-allocated to cover this expense.

Description of funding source:

Park Impact Fund

**Recommendation (Include any conditions):**

Approve

**BID TABULATION****HALFWAY WASH NORTH TRAIL****PREPARED BY** Alliance Consulting**Project No.** 4629-23**CLOSING DATE** 03-21-2024**INQUIRE NO.** 23-159

ALLIANCE CONSULTING

*A Planning and Engineering Firm*

2303 North Coral Canyon Blvd

Suite 201

Washington, UT 84780

t. 435.673.8060

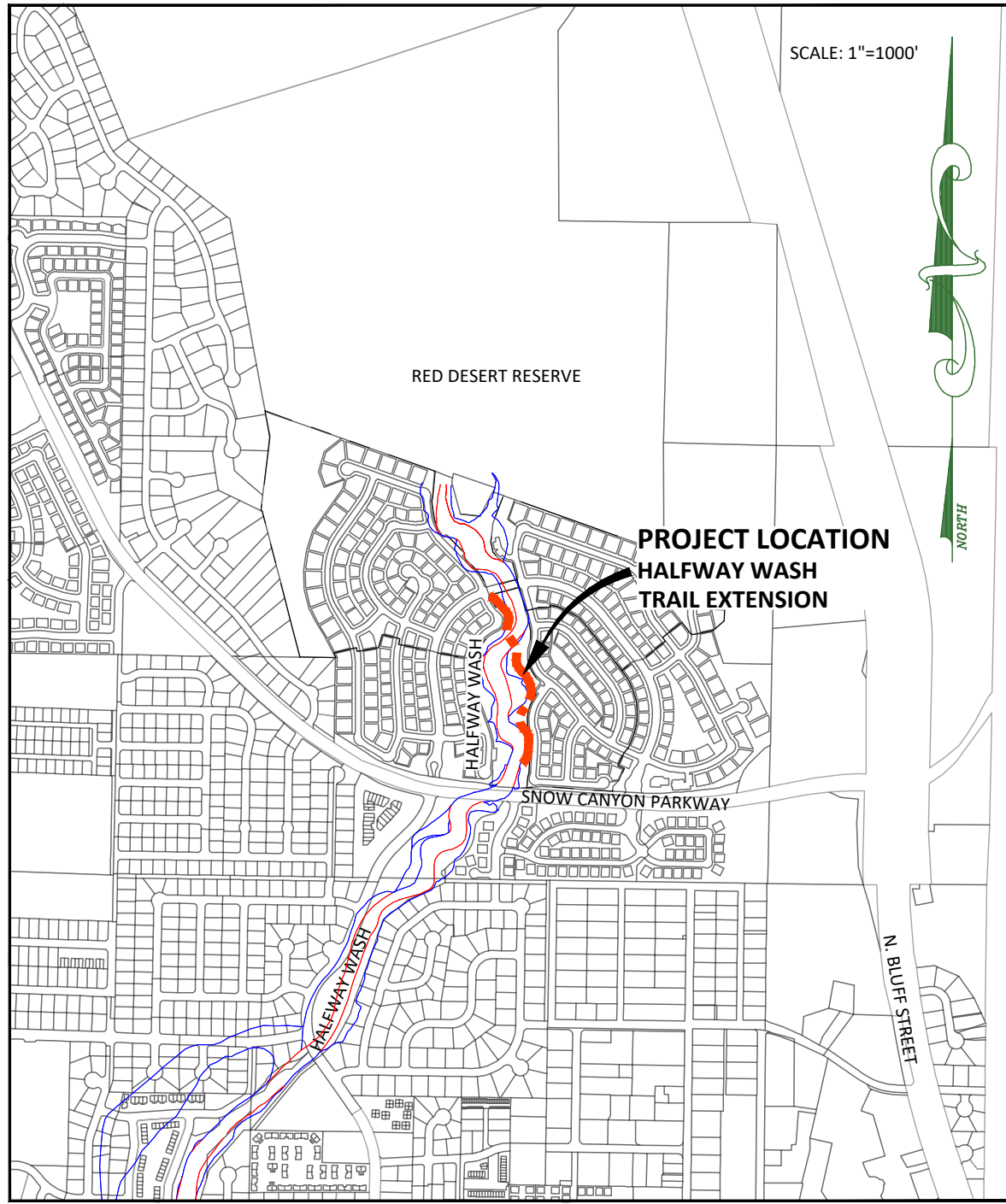
f. 435.673.8065



## HALFWAY WASH NORTH TRAIL

No.	Item	Unit	Quantity	WRX Contracting		Interstate Rock		Caliber Contractor LLC		Progressive Contracting		JNJ Engineering Construction Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Condition/Mobilization	LS	1	\$38,000.00	\$38,000.00	\$37,700.00	\$37,700.00	\$8,548.50	\$8,548.50	\$65,000.00	\$65,000.00	\$89,000.00	\$89,000.00
2	Dust Control	LS	1	\$19,600.00	\$19,600.00	\$18,700.00	\$18,700.00	\$7,380.00	\$7,380.00	\$7,000.00	\$7,000.00	\$13,600.00	\$13,600.00
3	Traffic Control (Trail and Road)	LS	1	\$2,500.00	\$2,500.00	\$15,100.00	\$15,100.00	\$15,127.52	\$15,127.52	\$14,000.00	\$14,000.00	\$12,500.00	\$12,500.00
4	Clear & Grub/ Tree Removal	LS	1	\$18,860.00	\$18,860.00	\$8,400.00	\$8,400.00	\$22,140.00	\$22,140.00	\$10,000.00	\$10,000.00	\$69,225.00	\$69,225.00
5	Pre-Construction Condition/SWPPP Documentation	LS	1	\$3,000.00	\$3,000.00	\$5,550.00	\$5,550.00	\$11,420.55	\$11,420.55	\$14,000.00	\$14,000.00	\$6,790.00	\$6,790.00
6	Berm	LF	1,070	\$3.50	\$3,745.00	\$4.90	\$5,243.00	\$6.15	\$6,580.50	\$3.50	\$3,745.00	\$32.00	\$34,240.00
7	Wattles	LF	100	\$5.00	\$500.00	\$5.50	\$550.00	\$5.35	\$535.00	\$22.00	\$2,200.00	\$79.00	\$7,900.00
8	Earthwork/Re-work/Imported Fill (Approx 640 CY)	LS	1	\$21,081.60	\$21,081.60	\$40,640.00	\$40,640.00	\$36,900.00	\$36,900.00	\$102,400.00	\$102,400.00	\$40,192.00	\$40,192.00
9	Install Stacked Rock Walls with Geo-Grid Fabric (Basalt Rock)	SF	1,990	\$48.49	\$96,495.10	\$30.00	\$59,700.00	\$31.98	\$63,640.20	\$65.00	\$129,350.00	\$48.00	\$95,520.00
10	Install Diamond Block Walls	SF	1,100	\$29.48	\$32,428.00	\$32.50	\$35,750.00	\$36.90	\$40,590.00	\$40.00	\$44,000.00	\$22.40	\$24,640.00
11	18" HDPE Storm Drain Pipe	LF	30	\$85.00	\$2,550.00	\$75.50	\$2,265.00	\$123.00	\$3,690.00	\$103.00	\$3,090.00	\$88.00	\$2,640.00
12	12" HDPE Storm Drain Pipe	LF	20	\$75.00	\$1,500.00	\$63.00	\$1,260.00	\$110.70	\$2,214.00	\$95.00	\$1,900.00	\$88.00	\$1,760.00
13	18" End Section with Rip-Rap & Filter Fabric	Each	2	\$685.00	\$1,370.00	\$2,700.00	\$5,400.00	\$1,968.00	\$3,936.00	\$5,200.00	\$10,400.00	\$1,495.00	\$2,990.00
14	12" End Section with Rip-Rap & Filter Fabric	Each	2	\$600.00	\$1,200.00	\$2,150.00	\$4,300.00	\$1,845.00	\$3,690.00	\$5,400.00	\$10,800.00	\$1,495.00	\$2,990.00
15	12" D50 Rip-Rap & Filter Fabric (Basalt Rock)	SF	225	\$9.00	\$2,025.00	\$16.50	\$3,712.50	\$18.45	\$4,151.25	\$11.00	\$2,475.00	\$98.00	\$22,050.00
16	2.5" Thick Asphalt(Voidless Asphalt Mix)	SF	10,750	\$1.89	\$20,317.50	\$1.90	\$20,425.00	\$4.13	\$44,397.50	\$3.10	\$33,325.00	\$4.80	\$51,600.00
17	6" thick Concrete Trail Flatwork with Base	SF	200	\$16.00	\$3,200.00	\$19.00	\$3,800.00	\$11.07	\$2,214.00	\$9.50	\$1,900.00	\$16.00	\$3,200.00
18	6" Thick Type II Gravel Roadbase (Trail)	SF	10,750	\$1.53	\$16,447.50	\$1.60	\$17,200.00	\$2.46	\$26,445.00	\$2.00	\$21,500.00	\$3.40	\$36,550.00
19	Shoulder Type II Gravel Roadbase	SF	4,900	\$1.53	\$7,497.00	\$1.55	\$7,595.00	\$2.46	\$12,054.00	\$2.20	\$10,780.00	\$3.40	\$16,660.00
20	Saw Cut and Tie to Existing Trail	LS	1	\$500.00	\$500.00	\$330.00	\$330.00	\$615.00	\$615.00	\$1,500.00	\$1,500.00	\$3,900.00	\$3,900.00
21	Remove and Replace Existing ADA Ramp Match Stain	Each	1	\$3,500.00	\$3,500.00	\$4,800.00	\$4,800.00	\$3,075.00	\$3,075.00	\$3,600.00	\$3,600.00	\$5,980.00	\$5,980.00
22	Signs Plaques and Wood Posts	Each	2	\$250.00	\$500.00	\$580.00	\$1,160.00	\$369.00	\$738.00	\$700.00	\$1,400.00	\$990.00	\$1,980.00
23	Trail Pavement Markings	LS	1	\$5,000.00	\$5,000.00	\$1,050.00	\$1,050.00	\$645.75	\$645.75	\$2,320.00	\$2,320.00	\$3,529.00	\$3,529.00
24	Trail Safety Rail (Powder-Coated)	LF	200	\$110.86	\$22,172.00	\$150.00	\$30,000.00	\$209.10	\$41,820.00	\$105.00	\$21,000.00	\$238.00	\$47,600.00
25	Install 60' Pedestrian Span Bridge with Concrete Deck	LS	1	\$20,180.00	\$20,180.00	\$30,800.00	\$30,800.00	\$6,765.00	\$6,765.00	\$53,000.00	\$53,000.00	\$96,900.00	\$96,900.00
26	Pedestrian Span Bridge Concrete Abutment Walls	LS	1	\$52,060.00	\$52,060.00	\$54,500.00	\$54,500.00	\$83,025.00	\$83,025.00	\$120,000.00	\$120,000.00	\$94,786.00	\$94,786.00
TOTAL				\$396,228.70		\$415,930.50		\$452,337.77		\$690,685.00		\$788,722.00	





CITY OF ST. GEORGE VICINITY MAP

SHEET NO.		DESCRIPTION
1	C1.0	COVER
2	C1.1	GRADING OVERALL
3	C1.2	OVERALL CUT/FILL
4	C1.3	OVERALL DUST AND SWPPP/ EROSION CONTROL PLAN
5	C2.0	TRAIL GRADING PLAN AND PROFILE
6	C2.1	TRAIL GRADING PLAN AND PROFILE
7	C2.2	TRAIL GRADING PLAN AND PROFILE
8	C2.3	TRAIL GRADING PLAN AND PROFILE
9	C3.0	TRAIL OVERALL PAVING
10	C4.0	DETAILS
11	C4.1	WALLS & PED SPAN BRIDGE DETAILS
12	C4.2	PED BRIDGE DETAILS
13	C4.3	UTILITY NOTES

GEOTECHNICAL REPORTS:

1. Landmark Testing and Engineering: Project NO. 19341, Halfway Wash Trail Extension. Dated June, 28, 2019

DEVELOPER

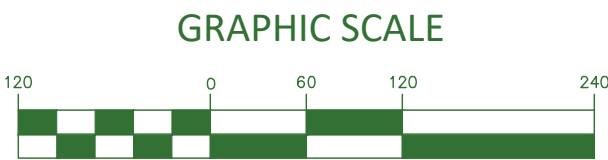
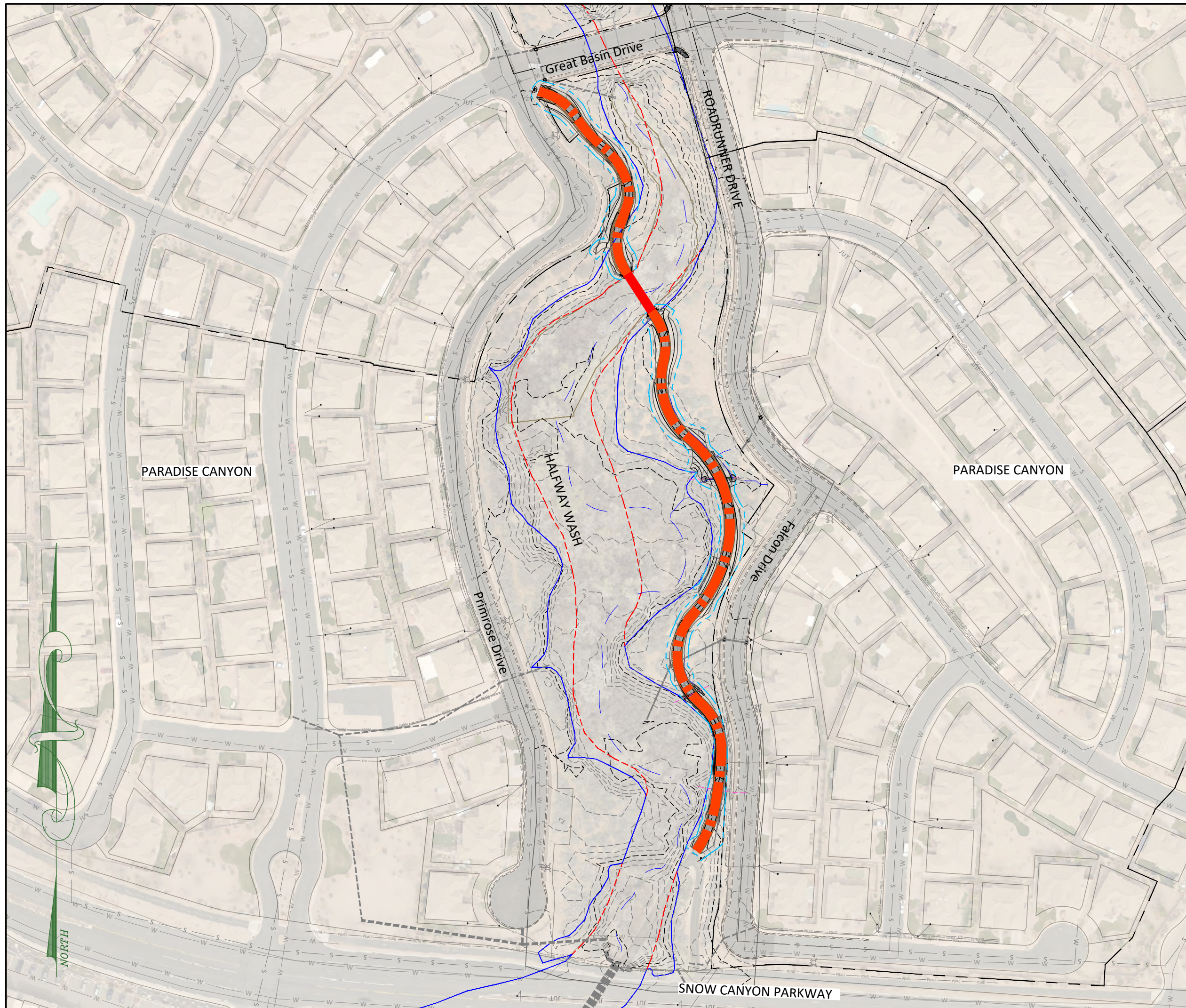
CITY OF ST. GEORGE  
ATT: PAUL STEAD  
390 N 3050 E  
ST. GEORGE, UT 84790  
PHONE: (435) 627-4539  
EMAIL: paul.stead@sgcity.org

ENGINEER

ALLIANCE CONSULTING  
2303 N. CORAL CANYON BLVD. SUITE 201  
WASHINGTON, UT 84780-0577  
PHONE: (435) 673-8060  
FAX: (435) 673-8065  
ENGINEER: MR. DELOSS HAMMON  
CONTACT: MR. CRAIG COATS  
EMAIL: ccoats@allianceconsulting.us



# HALFWAY WASH NORTH TRAIL PROJECT FOR CITY OF ST. GEORGE LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UT



(IN FEET)  
1 inch = 120 ft.  
If Printed 11x17 use Half Scale

GENERAL NOTES:

1. Unless shown otherwise on these plans, all construction shall conform to the codes and ordinances of St. George City, the State of Utah Administrative Codes, "The International Plumbing Code", and the "International Building Code" latest editions as administered by St. George City.
2. The Contractor shall be responsible for the location of and protection of all existing underground utilities and overhead power line during construction.
3. The Benchmark for this Project is the North 1/4 of Section 14, Township 42 South, Range 16 West Salt Lake Base and Meridian - Elevation: 2996.71
3. Existing contour and finish contour interval is 2 feet.
4. Any necessary design modifications shall be approved by the design engineer.
5. All grading to be within  $\pm 0.1'$  of proposed elevation.
6. Project shall install an information sign on site before construction begins. This sign shall have a minimum size, placement location and content information with the company name, phone & permit number.
7. A mandatory pre-construction meeting shall be required on all projects prior to any grubbing, grading, or construction activities. The permit holder shall be required to notify all Development Services inspectors.
8. Projects shall submit a dust control plan with details on equipment scheduling and reporting of dust control activities.
9. Follow Appendix J standards found in the IBC.
10. All work materials shall meet City of St. George standards.

CONSTRUCTION NOTES:

1. All excavations and grading shall be in accordance with the requirements of the City of St. George [phone: 435-627-4000], of the "International Building Code", 2018 edition, and the specifications and requirements included in the Tech Ridge Grading Recommendations...
1. All excavation, grading, and fill operations within the building area should be observed by the Field Engineer to verify subsoil conditions and determine adequacy of site preparation, suitability of fill materials and compliance with compaction requirements.
2. The Contractor shall provide suitable equipment to control dust and air pollution caused by construction operations. The Contractor shall also provide suitable mud and dirt containment to maintain clean conditions on the work site, access roadways, and adjacent properties.
3. Project shall submit a Dust Control Plan with details on equipment, scheduling and reporting of dust control activities.
4. Contractor is responsible and required to obtain their own UPDES/NOI permits.
5. It is the contractors responsibility to identify all and any SWPPP requirements.
6. Prior to and during compaction operations, all backfill material shall have the required moisture content uniform throughout each layer.
7. All Rip-Rap rock shall be Angular Basalt Rock and approved by owner.
8. Contractor must coordinate with other Contractors working in areas.
9. Contractor must protect existing facilities.
10. Any Damage to Existing Sidewalk, Curb & Gutter shall be replaced.

Date: 2-06-24			
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

  
**ALLIANCE CONSULTING**  
A PLANNING AND ENGINEERING FIRM

UTAH  
2303 N CORAL CANYON BLVD  
SUITE 201,  
WASHINGTON, UT 84780  
435-673-8060

NORTH DAKOTA  
621 26TH STREET W.  
WILLISTON, ND 58801  
701-572-8100

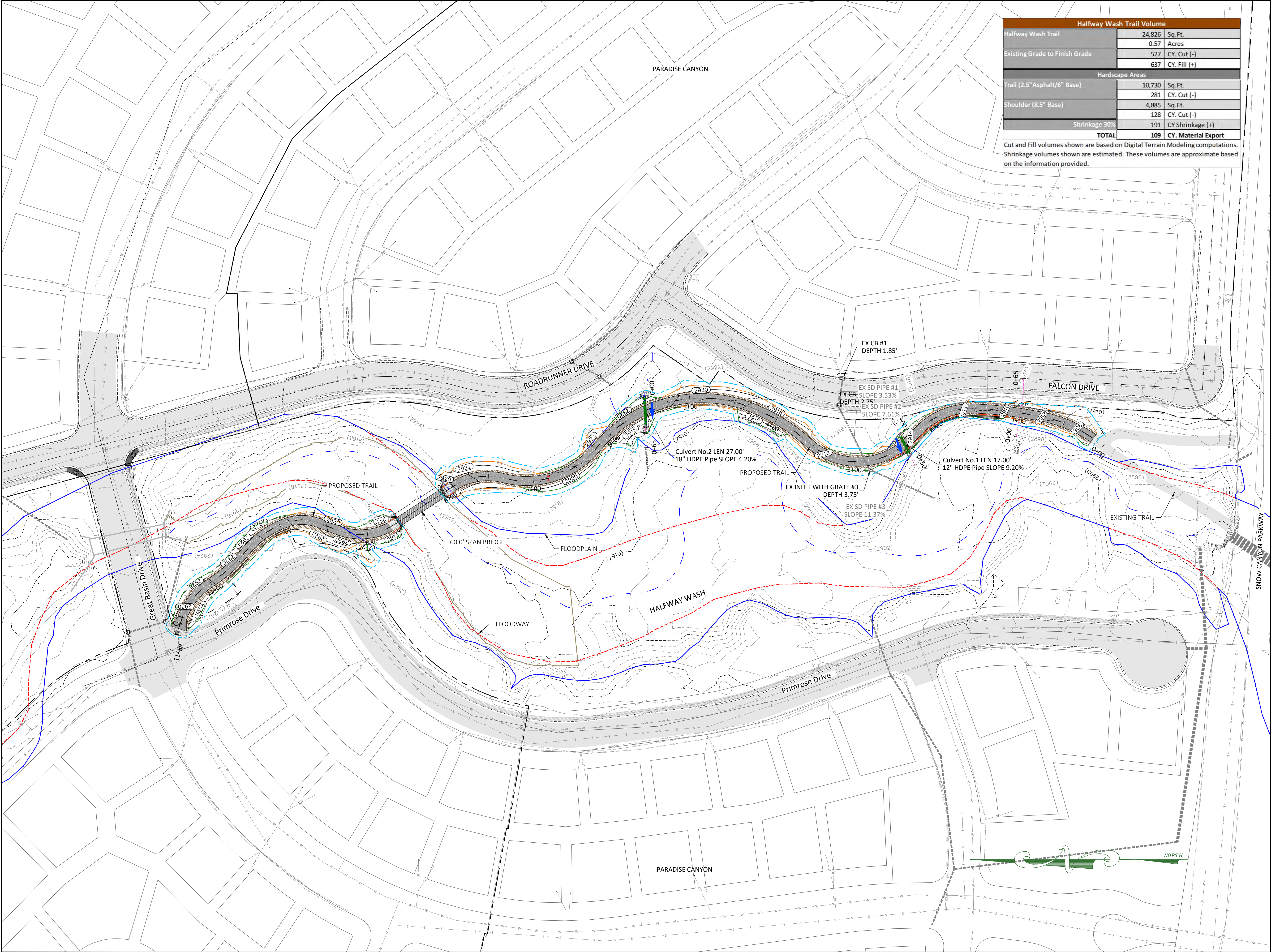
**HALFWAY WASH  
NORTH TRAIL  
COVER**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT



Drawn By: AZ	Scale: 1"=120'
Client No. 4491-4629	Project No. 4491-4629
Drawing Sheet <b>C1.0</b>	
Sheet 1	of 13 Sheets





Halfway Wash Trail Volume		
Halfway Wash Trail	24,826	Sq.Ft.
Existing Grade to Finish Grade	0.57	Acres
	527	CY. Cut (-)
	637	CY. Fill (+)
Hardscape Areas		
Trail (2.5" Asphalt/6" Base)	10,730	Sq.Ft.
	281	CY. Cut (-)
Shoulder (8.5" Base)	4,885	Sq.Ft.
	128	CY. Cut (-)
Shrinkage 30%	191	CY Shrinkage (+)
TOTAL	109	CY. Material Export

Cut and Fill volumes shown are based on Digital Terrain Modeling computations. Shrinkage volumes shown are estimated. These volumes are approximate based on the information provided.

Date:		2-06-2024	
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

**LEGEND**

- 100 YEAR FLOODPLAIN
- FLOODWAY
- 10' TRAIL WITH SHOULDER BASE
- SUBDIVISION BOUNDARIES
- STORM DRAIN
- EXISTING STORM DRAIN
- CUT LINE
- FILL LINE
- HAND RAIL
- SPAN BRIDGE
- EXISTING ASPHALT
- OHWM
- LIMIT OF DISTURBANCE
- PROPOSED STORM DRAIN FLOW DIRECTION
- GRAPHIC SCALE

50 0 25 50 100  
(IN FEET)  
1 inch = 50 ft.  
If Printed 11x17 use Half Scale

**ALLIANCE CONSULTING**  
A PLANNING AND ENGINEERING FIRM

UTAH  
2303 N CORAL CANYON BLVD  
SUITE 201,  
WASHINGTON, UT 84780  
435-673-8060

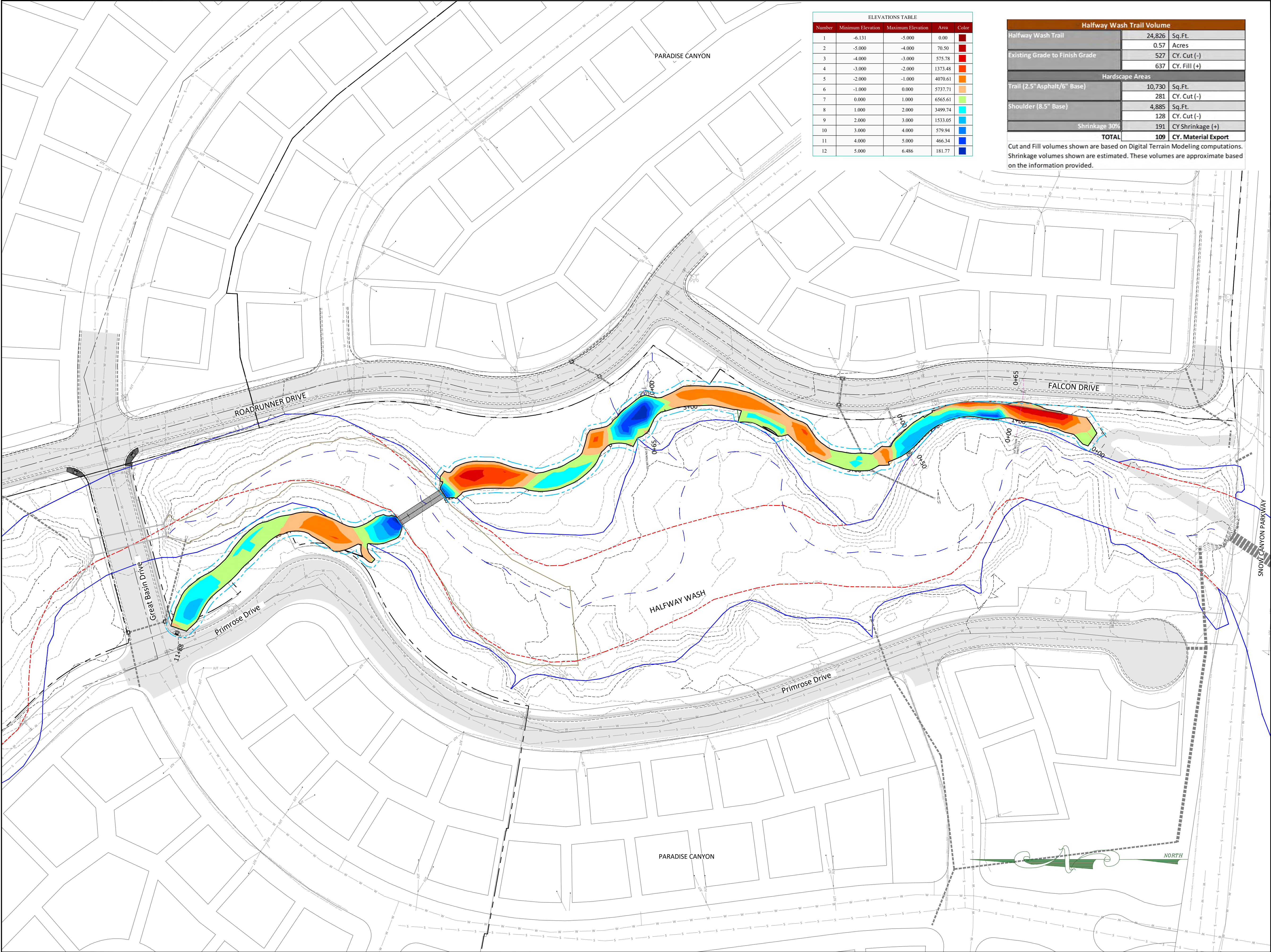
NORTH DAKOTA  
621 26TH STREET W.  
WILLISTON, ND 58801  
701-572-8100

**HALFWAY WASH  
NORTH TRAIL  
OVERALL GRADING**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

Drawn By:	AZ	Scale:	1"=50'
Client No.	4491-4629	Project No.	4491-4629
Drawing Sheet	<b>C1.1</b>		
Sheet	2	of	13 Sheets





ELEVATIONS TABLE				
Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-6.131	-5.000	0.00	Red
2	-5.000	-4.000	70.50	Red
3	-4.000	-3.000	575.78	Red
4	-3.000	-2.000	1373.48	Orange
5	-2.000	-1.000	4070.61	Orange
6	-1.000	0.000	5737.71	Yellow
7	0.000	1.000	6565.61	Yellow
8	1.000	2.000	3499.74	Cyan
9	2.000	3.000	1533.05	Cyan
10	3.000	4.000	579.94	Blue
11	4.000	5.000	466.34	Blue
12	5.000	6.486	181.77	Dark Blue

Halfway Wash Trail Volume		
Halfway Wash Trail	24,826	Sq.Ft.
	0.57	Acres
Existing Grade to Finish Grade	527	CY. Cut (-)
	637	CY. Fill (+)
Hardscape Areas		
Trail (2.5" Asphalt/6" Base)	10,730	Sq.Ft.
	281	CY. Cut (-)
Shoulder (8.5" Base)	4,885	Sq.Ft.
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TOTAL	109	CY. Material Export

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Date:		2-06-2024	
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

**LEGEND**

- 100 YEAR FLOODPLAIN
- FLOODWAY
- 10' TRAIL WITH SHOULDER BASE
- SUBDIVISION BOUNDARIES
- STORM DRAIN
- EXISTING STORM DRAIN
- CUT LINE
- FILL LINE
- HAND RAIL
- SPAN BRIDGE
- EXISTING ASPHALT
- OHWM
- LIMIT OF DISTURBANCE

**GRAPHIC SCALE**

50 0 25 50 100  
(IN FEET)  
1 inch = 50 ft.  
If Printed 11x17 use Half Scale

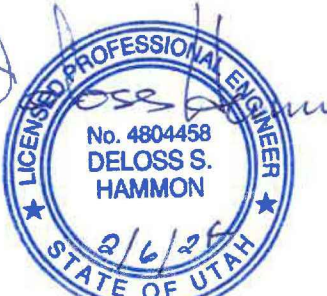
  
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435-673-8060

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701-572-8100

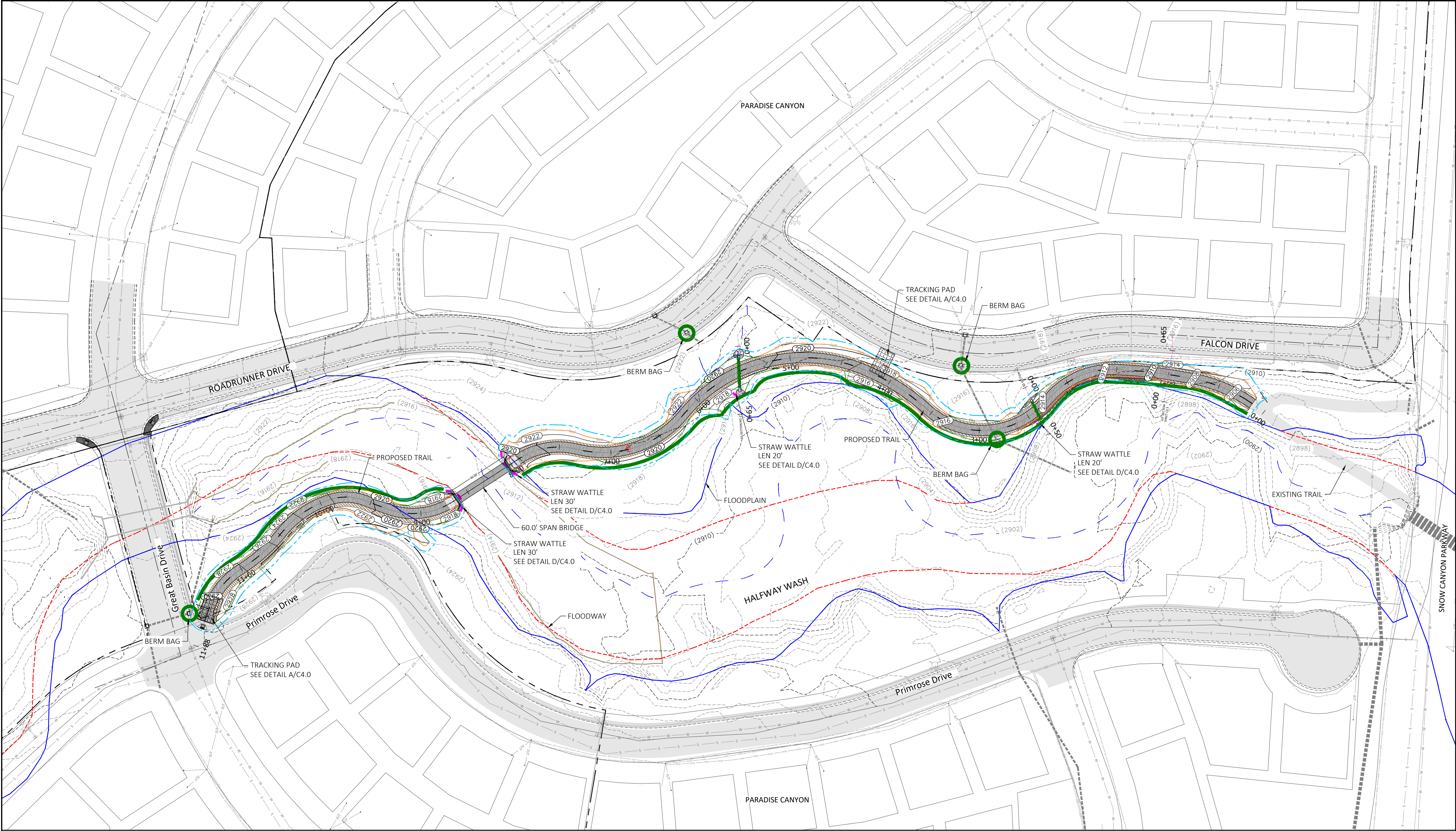
**HALFWAY WASH  
NORTH TRAIL  
OVERALL VOLUME**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT



Drawn By:	AZ	Scale:	1"=50'
Client No.	4491-4629	Project No.	4491-4629
Drawing Sheet	<b>C1.2</b>		
Sheet	3	of	13 Sheets





Date: 2-06-2024			
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

LEGEND	
	100 YEAR FLOODPLAIN
	FLOODWAY
	10' TRAIL WITH SHOULDER BASE
	SUBDIVISION BOUNDARIES
	STORM DRAIN
	EXISTING STORM DRAIN
	CUT LINE
	FILL LINE
	HAND RAIL
	SPAN BRIDGE
	EXISTING ASPHALT
	OHWM
	LIMIT OF DISTURBANCE

SWPPP LEGEND	
	12" WATTLE - 100 LNFT
	DIRT BERM - 1,070 LNFT
	TRACKING PAD - 2 LOCATIONS



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**HALFWAY WASH NORTH TRAIL  
OVERALL DUST AND SWPPP/  
EROSION CONTROL PLAN**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

Temporary Erosion and Sediment Control Notes

- Provide and Maintain all Erosion Control Measures, Plans, Permits, Maintenance, Expenses, Etc.
- All temporary erosion and sediment control devices shall be installed, monitored, and maintained until final cover has been established and accepted by the City.
- Inspections shall be performed by the Contractor at Least Once Every 7 Calendar Days and within 24 Hours After a Storm Event of 0.5" or More. Inspections shall be documented in Writing and shall include: Date and Time, Name of Inspector, Findings, Corrective Actions Taken, and Dates and Amounts of Rainfalls.
- All Erosion Prevention and Sediment Control devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the device. These repairs must be made within 24 hour of Discovery, or as soon as field conditions allows.
- Provide Temporary Erosion Protection or Permanent cove for the Exposed soil areas where activities have been completed or temporarily cease within 21 day of ceasing earth moving activities.
- Sediment tracked on the street shall be removed within 24 hours using a street sweeper with pick-up broom
- All temporary Erosion and Sediment control devices must be removed by the Contractor when final cover is established and acceptable to the Owner.
- If construction traffic proceeds onto existing paved roadway tire tracking pads will be required.

DUST CONTROL NOTES

- The Contractor shall provide suitable equipment to control dust and air pollution caused by construction operations. The Contractor shall also provide suitable mud and dirt containment to maintain clean conditions on the work site, access roadways, and adjacent properties.
- Project shall submit a Dust Control Plan with details on equipment, scheduling and reporting of dust control activities.
- All non-roadway dust control material shall be firmly placed and compacted to a 3" crust at 5% over optimum, and all grading shall be compacted to 95%.

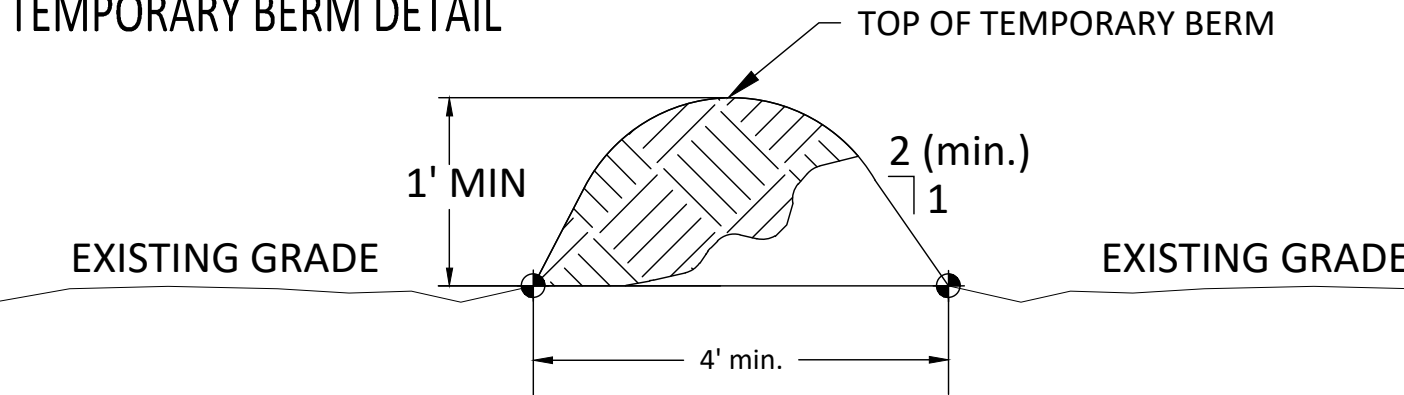
THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:

- Apply water by means of trucks, hoses and/or sprinklers at sufficient frequency and quantity, prior to conducting, during and after earthmoving activities.
- Pre-apply water to the depth of the proposed cuts, or equipment penetration.
- Apply water as necessary and prior to expected wind events.
- Operate haul vehicles appropriately in order to minimize fugitive dust and apply water as necessary during loading operations.

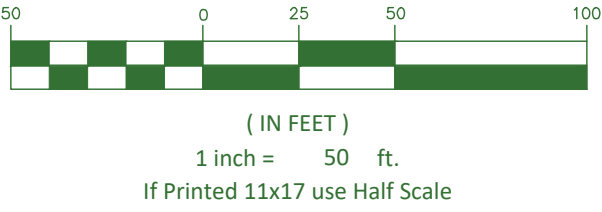
DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:


- When active construction operations have ceased, apply water at sufficient frequency and quantity to develop a surface crust and prior to expected wind events
- Install fence barrier and /or "no trespassing" signs to prevent access to disturbed suffice areas.

TEMPORARY BERM DETAIL



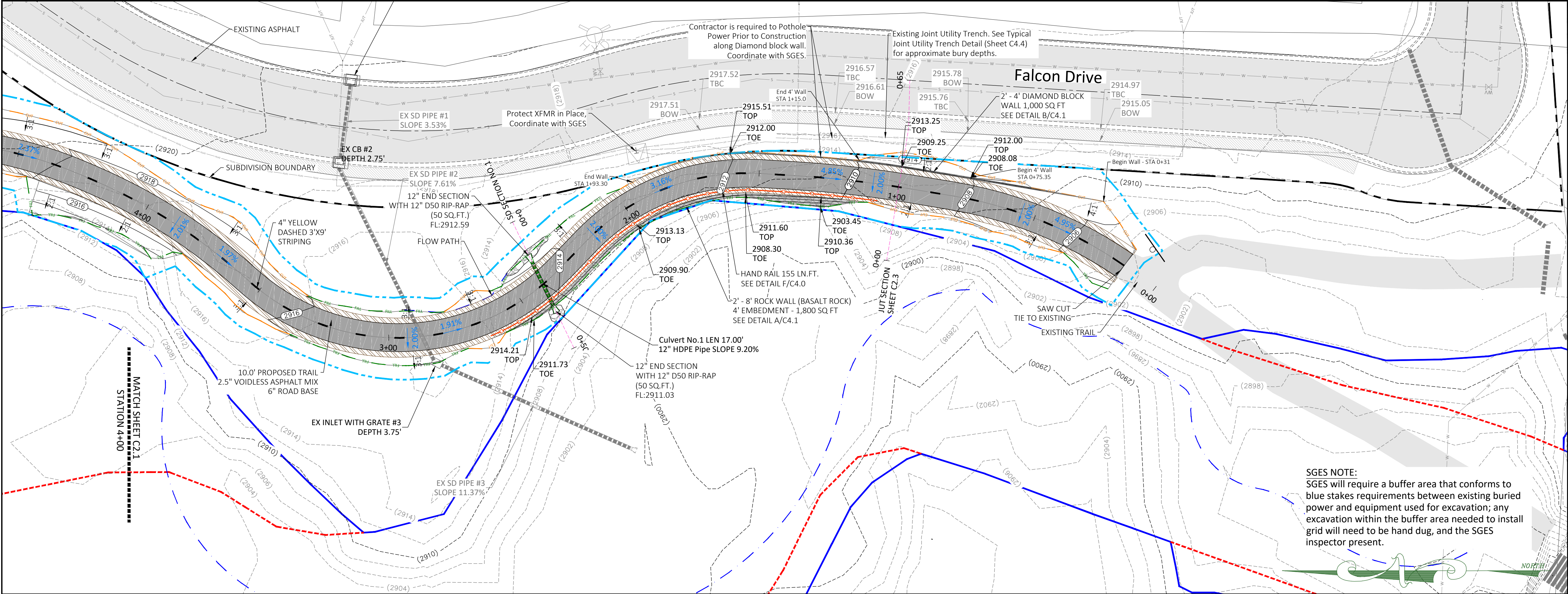
GRAPHIC SCALE





Drawn By: AZ	Scale: 1"=50'
Client No. 4491-4629	Project No. 4491-4629
Drawing Sheet <b>C1.3</b>	
Sheet 4	of 13
Sheets	

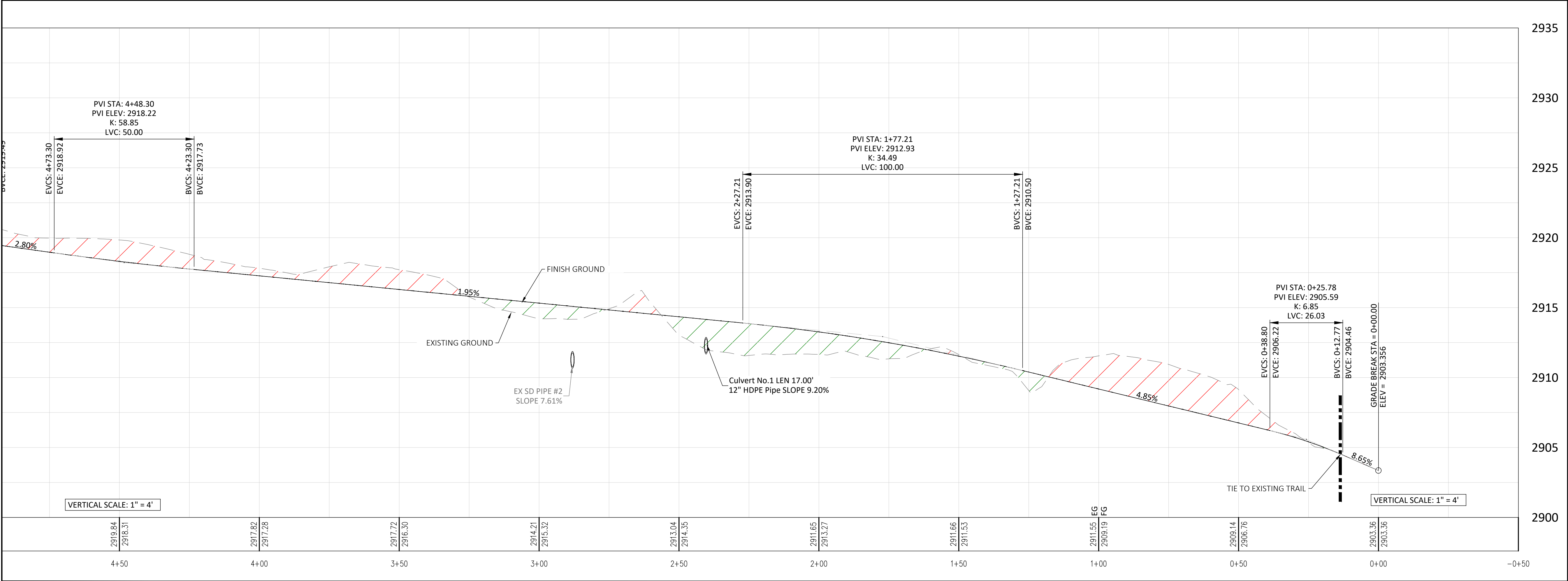
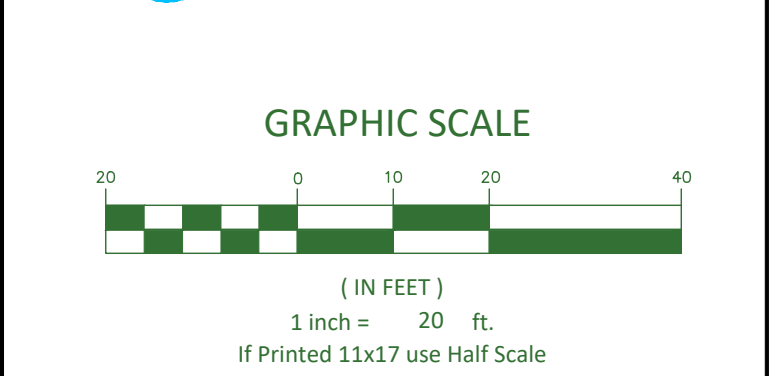




Date: 2-06-24			
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS
2	12-23-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

- LEGEND**
- 100 YEAR FLOODPLAIN
  - FLOODWAY
  - 10' TRAIL WITH SHOULDER BASE
  - SUBDIVISION BOUNDARIES
  - STORM DRAIN
  - EXISTING STORM DRAIN
  - CUT LINE
  - FILL LINE
  - HAND RAIL
  - SPAN BRIDGE
  - EXISTING ASPHALT
  - OHWM
  - LIMIT OF DISTURBANCE



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**HALFWAY WASH NORTH TRAIL  
GRADING  
PLAN AND PROFILE**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

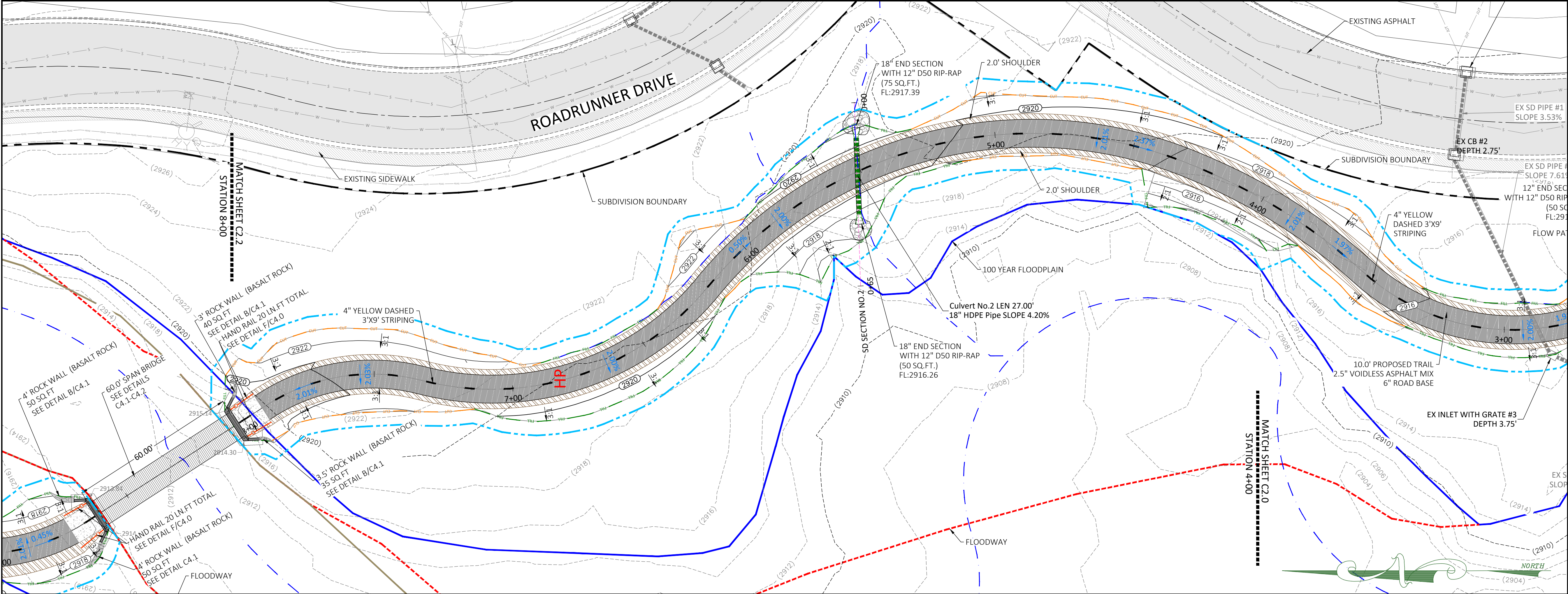
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Client No.	4491-4629	Project No.	4491-4629

Drawing Sheet

**C2.0**

Sheet 5 of 13 Sheets





Date: 12-13-2023

REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

LEGEND

100 YEAR FLOODPLAIN

FLOODWAY

10' TRAIL WITH SHOULDER BASE

SUBDIVISION BOUNDARIES

STORM DRAIN

EXISTING STORM DRAIN

CUT LINE

FILL LINE

HAND RAIL

SPAN BRIDGE

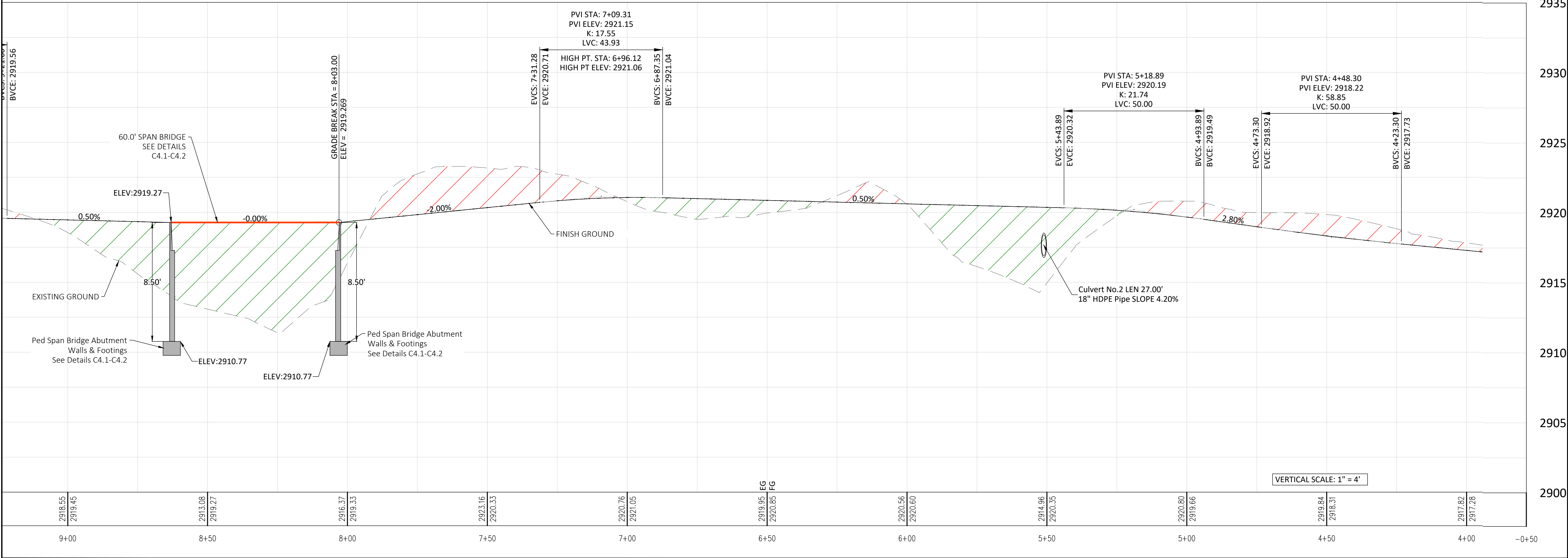
EXISTING ASPHALT

OHWM

LIMIT OF DISTURBANCE

GRAPHIC SCALE

(IN FEET)  
1 inch = 20 ft.  
If Printed 11x17 use Half Scale



2935

2930

2925

2920

2915

2910

2905

2900

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HALFWAY WASH NORTH TRAIL  
GRADING  
PLAN AND PROFILE

FOR  
CITY OF ST. GEORGE  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

Drawn By:  
AZ

Scale:  
1"=20'

Client No.  
4491-4629

Project No.  
4491-4629

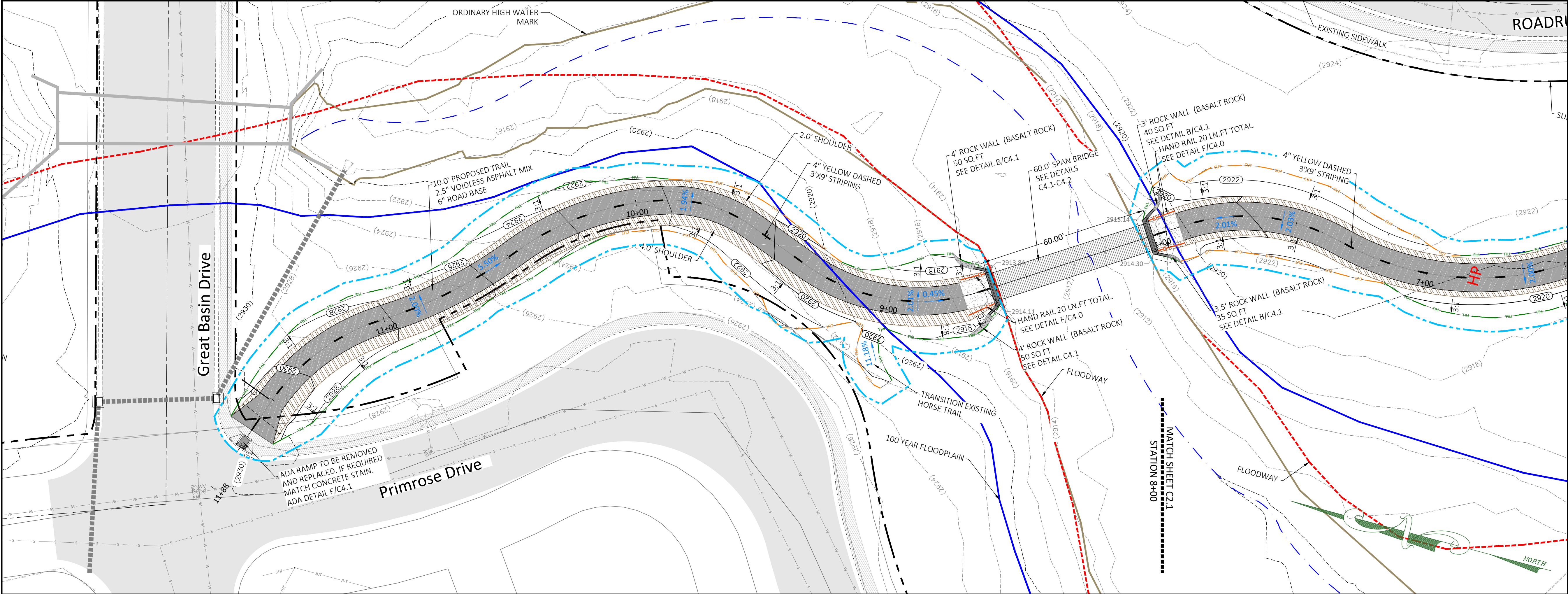
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Drawing Sheet

C2.1

Sheet 6 of 13 Sheets





Date: 2-06-2024

REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Design REV2.dwg

LEGEND

100 YEAR FLOODPLAIN

FLOODWAY

10' TRAIL WITH SHOULDER BASE

SUBDIVISION BOUNDARIES

STORM DRAIN

EXISTING STORM DRAIN

CUT LINE

FILL LINE

HAND RAIL

SPAN BRIDGE

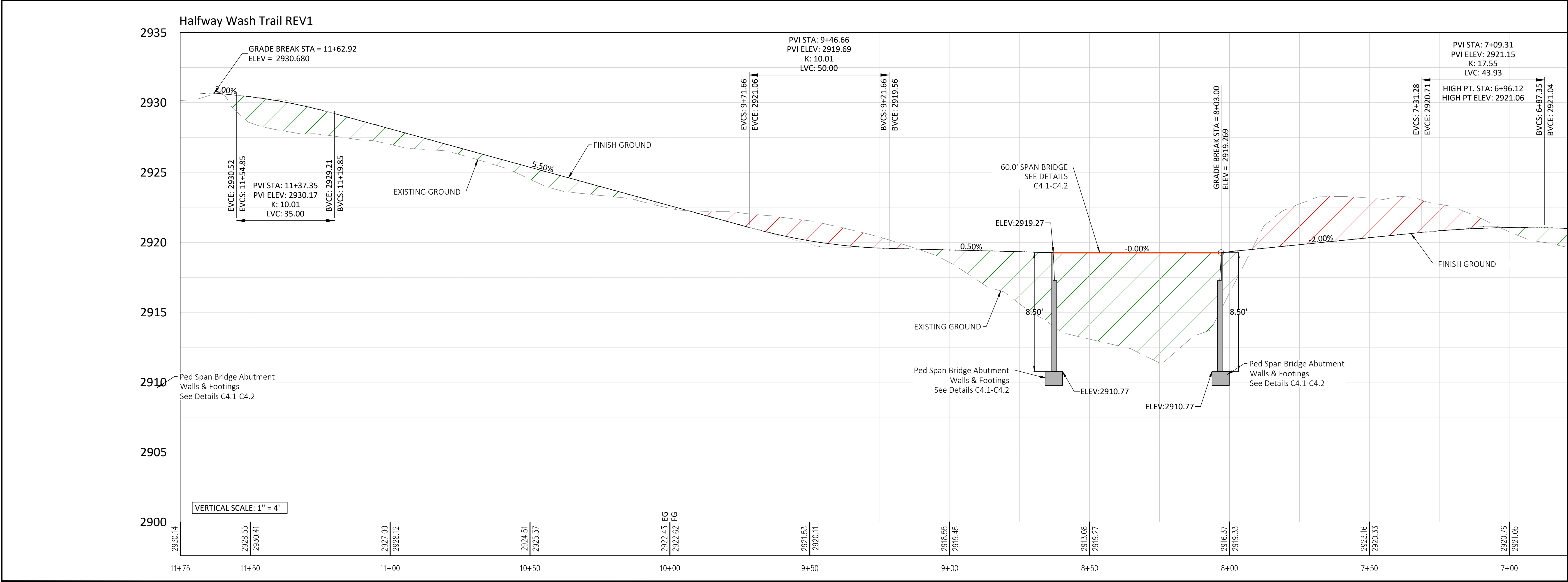
EXISTING ASPHALT

OHWM

LIMIT OF DISTURBANCE

GRAPHIC SCALE

(IN FEET)  
1 inch = 20 ft.  
If Printed 11x17 use Half Scale



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HALFWAY WASH NORTH TRAIL  
GRADING  
PLAN AND PROFILE

FOR  
CITY OF ST. GEORGE

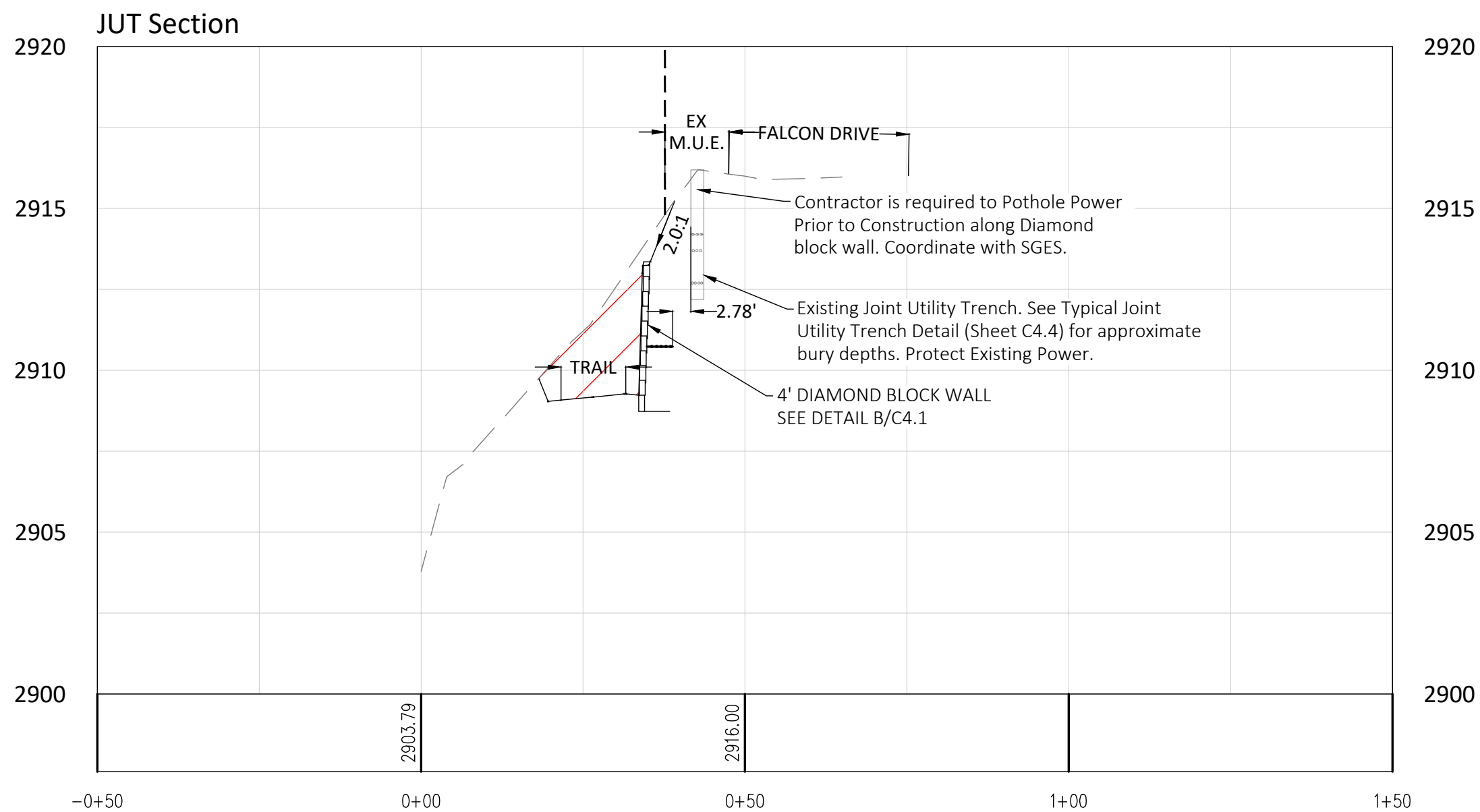
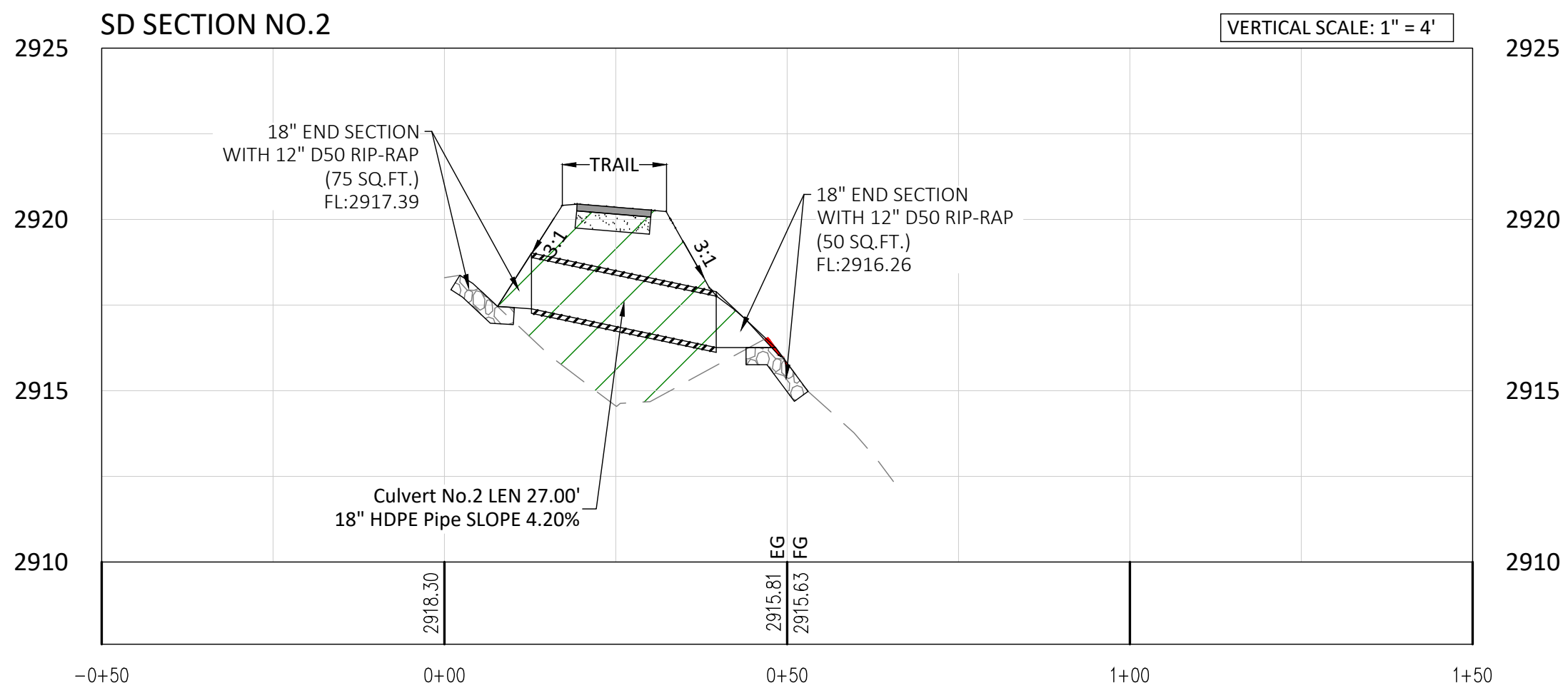
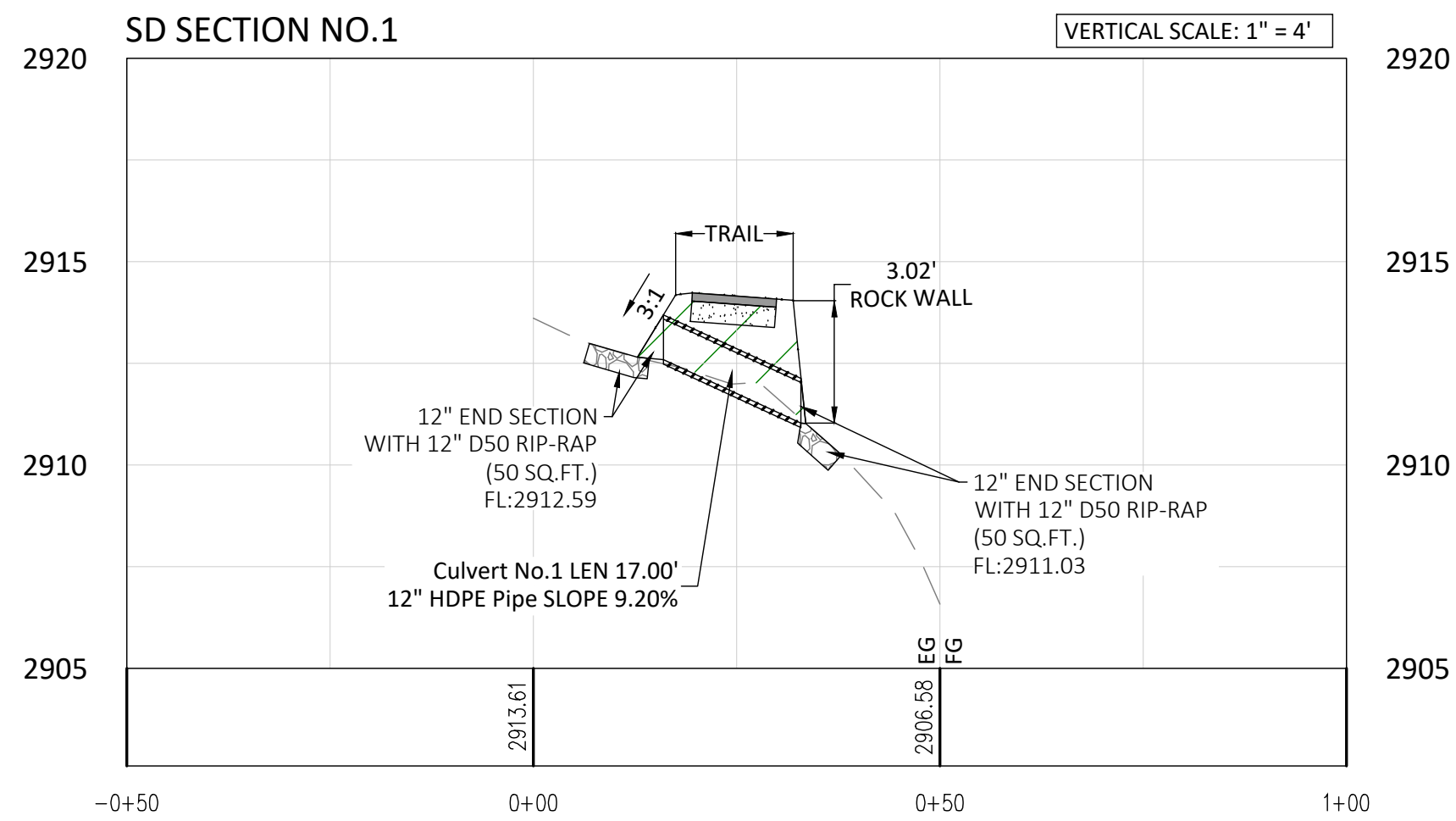
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

Drawn By:	AZ	Scale:	1"=20'
Client No.	4491-4629	Project No.	4491-4629

Drawing Sheet  
**C2.2**

Sheet 7 of 13 Sheets





SGES NOTE:  
SGES will require a buffer area that conforms to blue stakes requirements between existing buried power and equipment used for excavation; any excavation within the buffer area needed to install grid will need to be hand dug, and the SGES inspector present.

Date:2-06-2024

REVISIONS

No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS
2	12-21-23	AZ	JUC COMMENTS

File NameHalfway Wash North Design REV2.dwg


GRAPHIC SCALE

200102040

(IN FEET)

1 inch = 20 ft.

If Printed 11x17 use Half Scale



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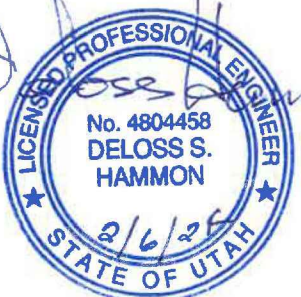
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NORTH DAKOTA621 26th STREET W.  
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HALFWAY WASH NORTH TRAIL  
GRADING  
STORM DRAIN SECTIONS

FOR  
CITY OF ST. GEORGE

LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT



Drawn By:AZ

Scale:1"=20'

Client No.4491-4629

Project No.4491-4629

Drawing Sheet

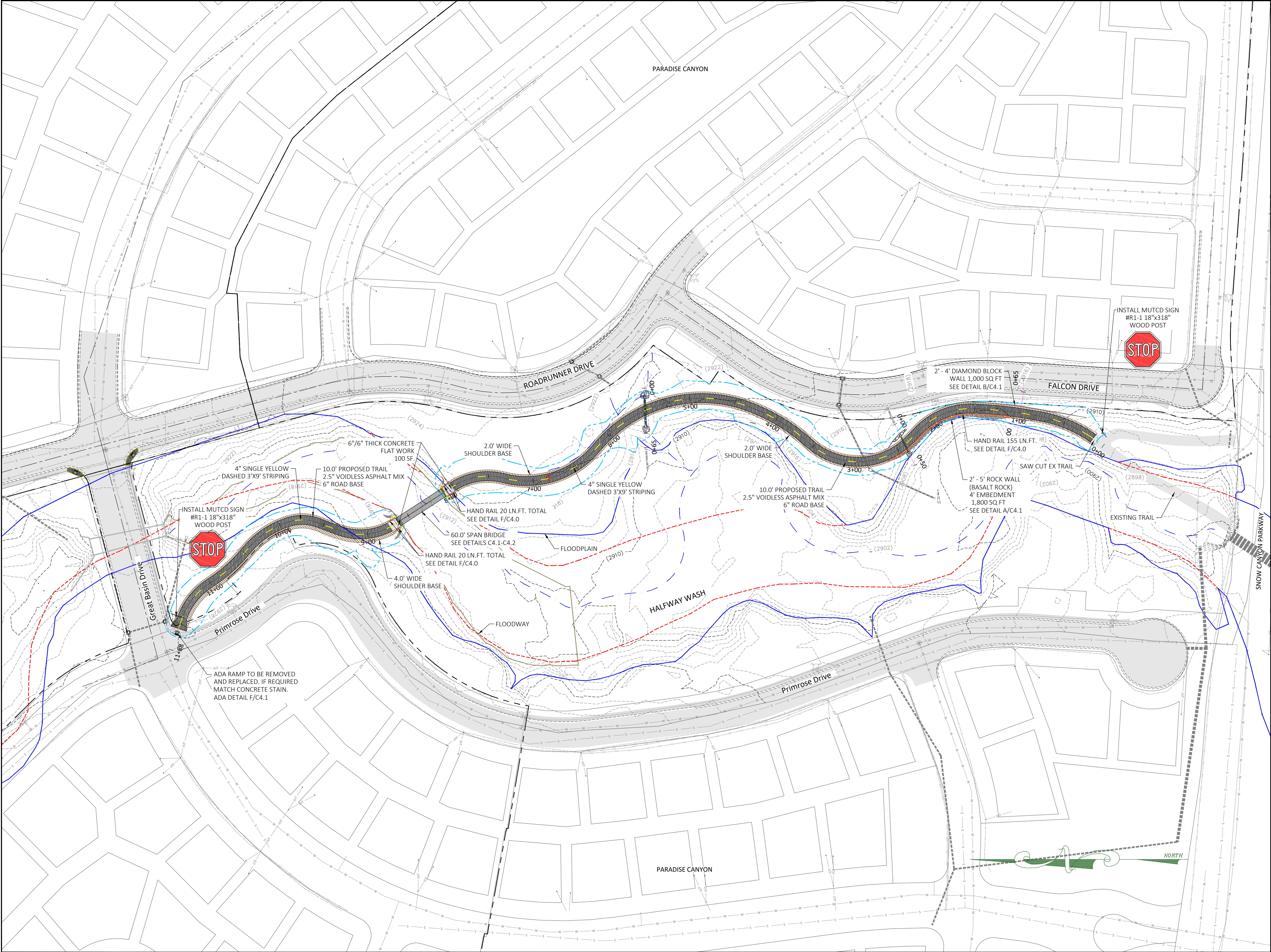
C2.3

Sheet8

of13

Sheets





Date:2-06-2024

REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File NameHalfway Wash North Design REV2.dwg

LEGEND

100 YEAR FLOODPLAIN

FLOODWAY

10' TRAIL WITH SHOULDER BASE

SUBDIVISION BOUNDARIES

STORM DRAIN

EXISTING STORM DRAIN

CUT LINE

FILL LINE

HAND RAIL

SPAN BRIDGE

EXISTING ASPHALT

OHWM

LIMIT OF DISTURBANCE

GRAPHIC SCALE

(IN FEET)  
1 inch = 50 ft.  
If Printed 11x17 use Half Scale

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A PLANNING AND ENGINEERING FIRM

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HALFWAY WASH  
NORTH TRAIL  
OVERALL PAVING

FOR  
CITY OF ST. GEORGE  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT

Drawn By:AZ

Scale:1"=50'

Client No.4491-4629

Project No.4491-4629

Drawing Sheet

C3.0

Sheet9 of 13 Sheets



**A TRACKING PAD DETAIL**  
**C4.0** SCALE: NONE

ROADWAY OR PAVED SURFACE

3 TO 6 INCH CLEAR OR WASHED STONE A MINIMUM OF 12" THICK ALL MATERIAL TO BE RETAINED ON A 3 INCH SIEVE

50.00'

**NOTES:**

1. DIVERT FLOW AWAY FROM TRACKING PAD USING CULVERTS, SHALLOW TRENCH OR DIVERSION DAM.
2. ROCKS LODGED BETWEEN THE TIRES OF DUAL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE SITE.
3. ON SITES WITH A HIGH WATER TABLE OR SATURATED SOILS. INSTALL A GEOTEXTILE FABRIC UNDER STONE TRACKING PAD.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND /OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

**B**  
C4.0

**OUTLET STRUCTURE WITH RIP-RAP**

SCALE: NONE

\* MAINTAIN MINIMUM COVER DURING CONSTRUCTION

**SIDE ELEVATION**

PRE-MANUFACTURED END SECTION

POLYETHYLENE CULVERT

L

H

RIP-RAP AREA SEE TABLE

MIRIFI 600X WOVEN GEOTEXTILE FILTER FABRIC OR APPROVED EQUAL

D<sub>50</sub>-12" ROCK

←1' TYP.←

L

POLYETHYLENE CULVERT

B

W

RIP-RAP AREA SEE TABLE

**TOP VIEW**

\* RIP-RAP & FABRIC WHERE REQUIRED  
SEE PLAN

EXTEND SLOPE FROM WALLS  
see note 3

CHANNEL

FLOWLINE (FL)

36" MIN.

PROPEX GEOTEX 801 NON-WOVEN  
GEOTEXTILE FILTER FABRIC OR  
APPROVED EQUAL

TYPE "M" ROCK RIP-RAP 50 =  
12 or 18" D

**D WATTLE CROSS SECTION:**  
**ON BARE SOIL**

AEC  
PREMIER  
STRAW  
WATTLE

WOOD STAKE

2" DEEP  
TRENCH  
(TYPICAL)

SOIL

24" MIN

**NOTES**

1. INSTALL STAKES ALONG WATTLES APPROXIMATELY 3' TO 4' OF SPACING BETWEEN STAKES
2. ENDS OF WATTLES SHALL BE TURNED SLIGHTLY UP SLOPE.
3. RECOMMENDED STAKES ARE 1- $\frac{3}{8}$ " WIDE x 1- $\frac{3}{8}$ " THICK x 30" LONG.
4. STAKES SHALL NOT EXTEND ABOVE THE STRAW WATTLES MORE THAN 2"
5. DO NOT OVERLAP THE ENDS ON TOP OF EACH OTHER.
6. OVERLAP BESIDE EACH END AT A MINIMUM OF 1.0'
7. ALL WATTLES MUST BE INSTALLED AT THE BEGINNING OF CONSTRUCTION UNLESS NOTED OTHERWISE.

PIPE DIAMETER (inch)	DIMENSIONS IN INCHES					RIP-RAP AREA (sq.ft.)
	A(1"±)	B MAX	H(1"±)	L(1/2"±)	W(2"±)	
12" and 15"	6 1/2"	10"	6 1/2"	25"	29"	25
18"	7 1/2"	15"	6 1/2"	32"	35"	36
24"	7 1/2"	18"	6 1/2"	36"	45"	49
30"	10 1/2"	N/A	7"	53"	68"	81
36"	10 1/2"	N/A	7"	53"	68"	81
48"	N/A	N/A	N/A	N/A	N/A	100

CORRUGATED POLYETHYLENE PIPE (AASHTO M-294)		
DIAMETER (in)	MIN. COVER (in) *	MAX. COVER (ft)
12"	12"	36
15"	12"	36
18"	12"	36
24"	12"	36
30"	12"	36
36"	12"	36

Loose Riprap Gradations		Riprap D <sub>50</sub> **				
Stone Diameter Range (ft)	Percent of Gradation Smaller Than	12"	14"	18"	24"	30"
1.5 D <sub>50</sub> to 1.7D <sub>50</sub>	100	18-20	21-24	27-31	36-41	45-51
1.2 D <sub>50</sub> to 1.4D <sub>50</sub>	85	14-17	17-20	22-25	29-34	36-42
1.0 D <sub>50</sub> to 1.15D <sub>50</sub>	50	12-14	14-16	18-21	24-28	30-35
0.4 D <sub>50</sub> to 0.6D <sub>50</sub>	15	5-7	6-9	7-11	10-15	12-18
0.1 D <sub>50</sub>	10	1	1.5	2	2.5	3

\*D<sub>50</sub> = Nominal particle size

E

C4.0

TRAIL SECTION DETAILS

SCALE: NONE

3:1 L DB Wall R - Trail Section  
STA: 0+00 - 0+80

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a DIAMOND BLOCK WALL on the right. The wall has a 2% slope. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1.

3:1 L DB Wall R - Trail Section  
STA: 0+80 - 1+10

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a DIAMOND BLOCK WALL on the right. The wall has a 2% slope. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1.

Wall L DB Wall L - Trail Section  
STA: 1+10 - 2+05

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a DIAMOND BLOCK WALL on the right. The wall has a 2% slope. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1. A HANDRAIL is shown on the left side, labeled SEE DETAIL F/C4.0. A ROCK WALL is shown on the left side, labeled SEE DETAIL A/C4.1. The wall is labeled SEE DETAIL B/C4.1.

Wall L 3:1 R - Trail Section  
STA: 2+05 - 2+60

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a 3:1 MAX EX. GRADE on the right. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1. A HANDRAIL is shown on the left side, labeled SEE DETAIL F/C4.0. A ROCK WALL is shown on the left side, labeled SEE DETAIL A/C4.1. The wall is labeled SEE DETAIL B/C4.1.

3:1 L 3:1 R - Trail Section  
STA: 2+60 - 3+80, 4+45 - 8+00

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a 3:1 MAX EX. GRADE on the right. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1. A HANDRAIL is shown on the left side, labeled SEE DETAIL F/C4.0. A ROCK WALL is shown on the left side, labeled SEE DETAIL A/C4.1. The wall is labeled SEE DETAIL B/C4.1.

3:1 L 3:1 R - Trail Section  
STA: 8+75 - 11+50

This cross-section shows a trail with a 10.00' width and a centerline. The trail is flanked by 2.00' shoulders. The base is 2.5" Asphalt over a 6" Base. The trail is bordered by a 3:1 MAX EX. GRADE on the left and a 3:1 MAX EX. GRADE on the right. The trail has a 2% slope. The wall is labeled SEE DETAIL B/C4.1. A HANDRAIL is shown on the left side, labeled SEE DETAIL F/C4.0. A ROCK WALL is shown on the left side, labeled SEE DETAIL A/C4.1. The wall is labeled SEE DETAIL B/C4.1.

**F**  
**C4.0**

**HANDRAIL DETAIL**  
SCALE: NONE

1.00' 5.00' 5.0' (TYP SPAN)

POST, TOP, 4 END RAILS 2" MIN. O.D. STANDARD STEEL PIPE DOUBLE COATED WITH APPROVED COLOR

REMAINING WALL SEGMENT LENGTH

RAIL SYSTEM SHOULD FOLLOW TRAIL PROFILE. ARCING MAY BE REQUIRED

INTERIOR RAILS 1.05" MIN. O.D. STANDARD STEEL PIPE

DOUBLE COATED WITH DARK BROWN SATIN OR APPROVED BY OWNER

GRIND & SAND ALL CORNERS

8"± Typ

4.25' 1.25' 1.00' 3" MIN 2.00' MIN 12" MIN

TYPICAL 2.5KSI CONCRETE CYLINDRICAL FOUNDATION

**G**

**C4.0**

TRAIL WOOD POST DETAIL

SCALE: NONE

8' PRESSURE TREATED 4X4 POST STAINED

STOP SIGN; ATTACH WITH (2) 1/4" X 4 1/2" GALVANIZED BOLTS, WASHERS, AND NUTS

2" LAYER OF 1" ROCK MULCH

CONCRETE FOOTING; REFER TO GEOTECHNICAL RECOMMENDATIONS FOR CONCRETE TYPE

4'-0" MIN  
5'-0" MAX

2'-0"

12"

H

C4.0

## SOFT SPOT REPAIR

SCALE: NONE

**GENERAL NOTES:**

1. Over excavate "soft spot" to a maximum of 2'.
2. Place Mirafix 140N Geotextile Fabric in over excavated area.
3. Overlap geotextile fabric per manufacturer specification.
4. Place aggregate base (City Spec) over geotextile fabric Type Mirafix 140N Geotextile in 6 inch lifts between compaction.
5. Proof roll all roadway and repaired soft spots before paving to insure proper conditions.
6. Soft spot repair items are indeterminate and will be paid at the engineers discretion.

File Name  
Halfway Wash North Details.dwg



CITY OF ST. GEORGE  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT



Drawn By:	AZ	Scale:	NTS
Client No.	4491	Project No.	4491-4629
Drawing Sheet			
C4.0			
Sheet	10	of	13 Sheets



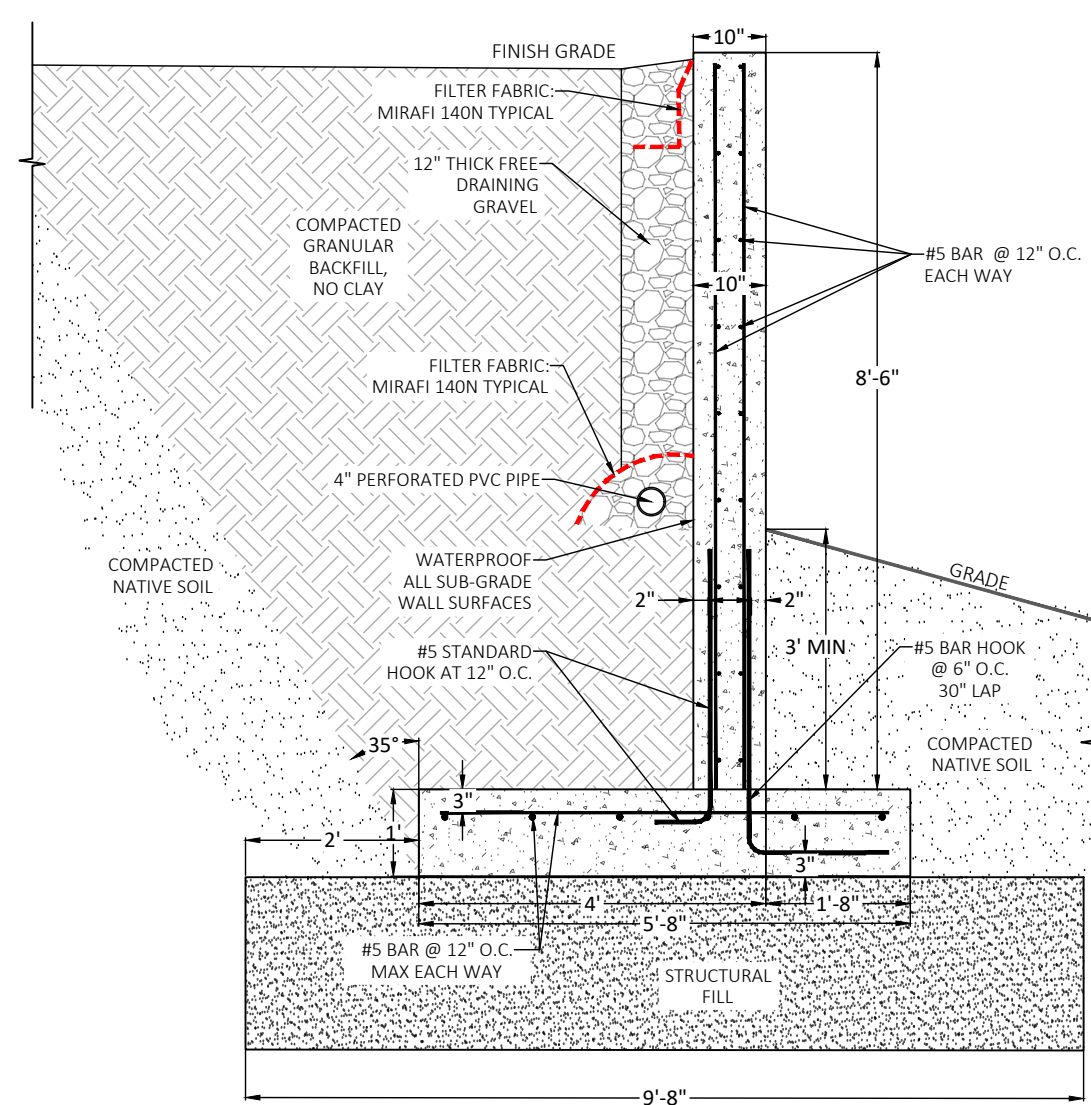




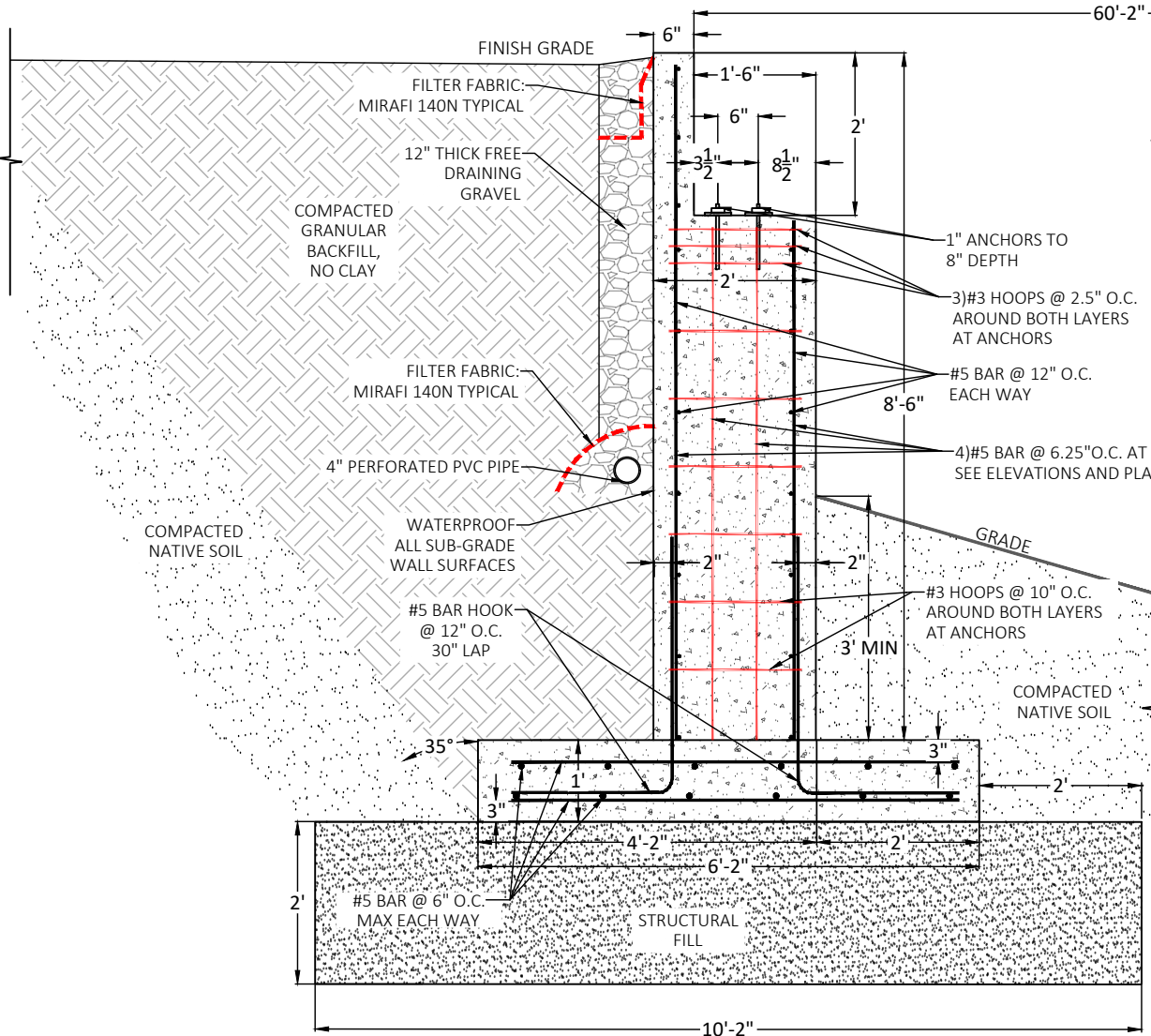
A  
C4.2

BRIDGE SECTION VIEW W/ ABUTMENT WALL  
SCALE: NONE

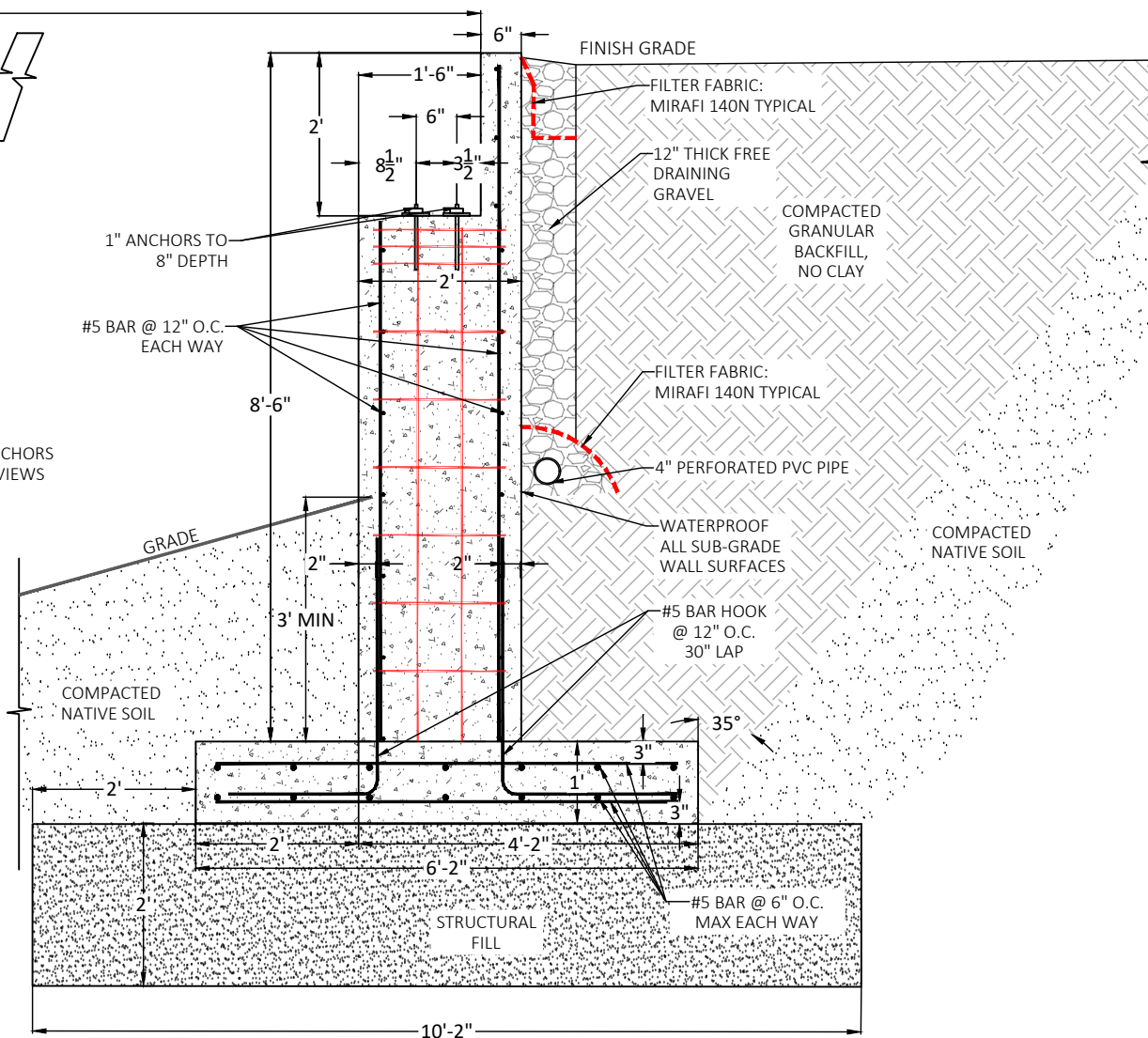
DESIGN CONDITIONS			LOADING ASSUMPTIONS	
<b>NOTES:</b>  = 4,500 PSI = 60,000 PSI = 4,000 PSF  *1" CHAMFER AT ALL EXPOSED CONCRETE EDGES	TENSION DEVELOPMENT LENGTHS		SOIL LOADS:	APPLIED LOADS:
	BAR #	LENGTH	ACTIVE: W/ SEISMIC:	DEAD LOAD: 13,500 LBS
	#4	20"	51 PSF/FT	LIVE LOAD: 13,500 LBS
	#5	24"	57 PSF/FT	VEHICLE LOAD: 4,800 LBS
	#6	30"	PASSIVE: W/ SEISMIC	WIND UPLIFT: -4,400 LBS (W)
			392 PSF/FT	WIND: ±3,000 LBS
			FRICTION COEFF: 0.37	WIND(HORIZ.): 10,800 LBS
			EARTHQUAKE: 23,400 LBS	



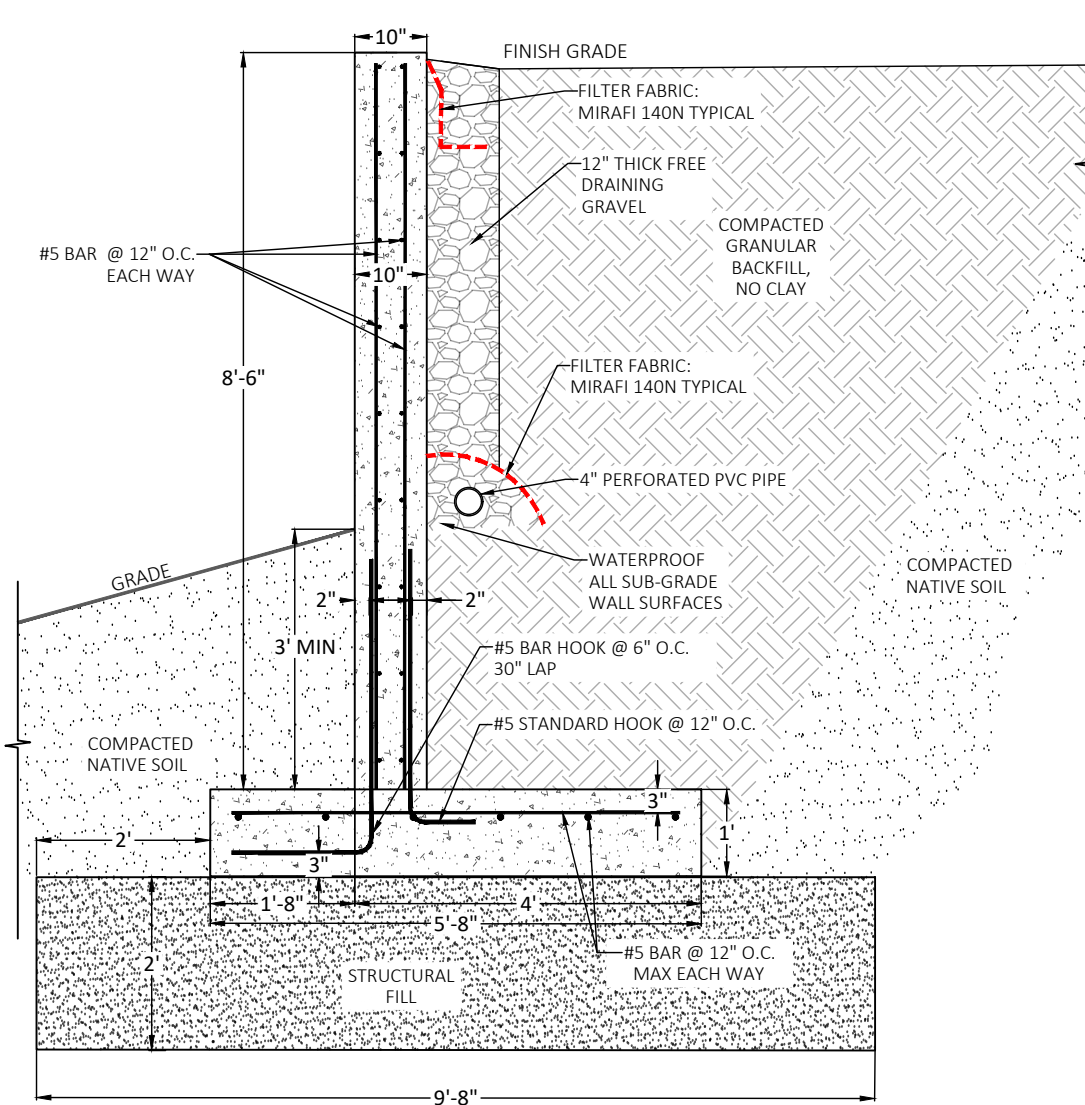
SECTION E-E'  
8.5' WING WALL



SECTION A-A'  
8.5' ABUTMENT WALL



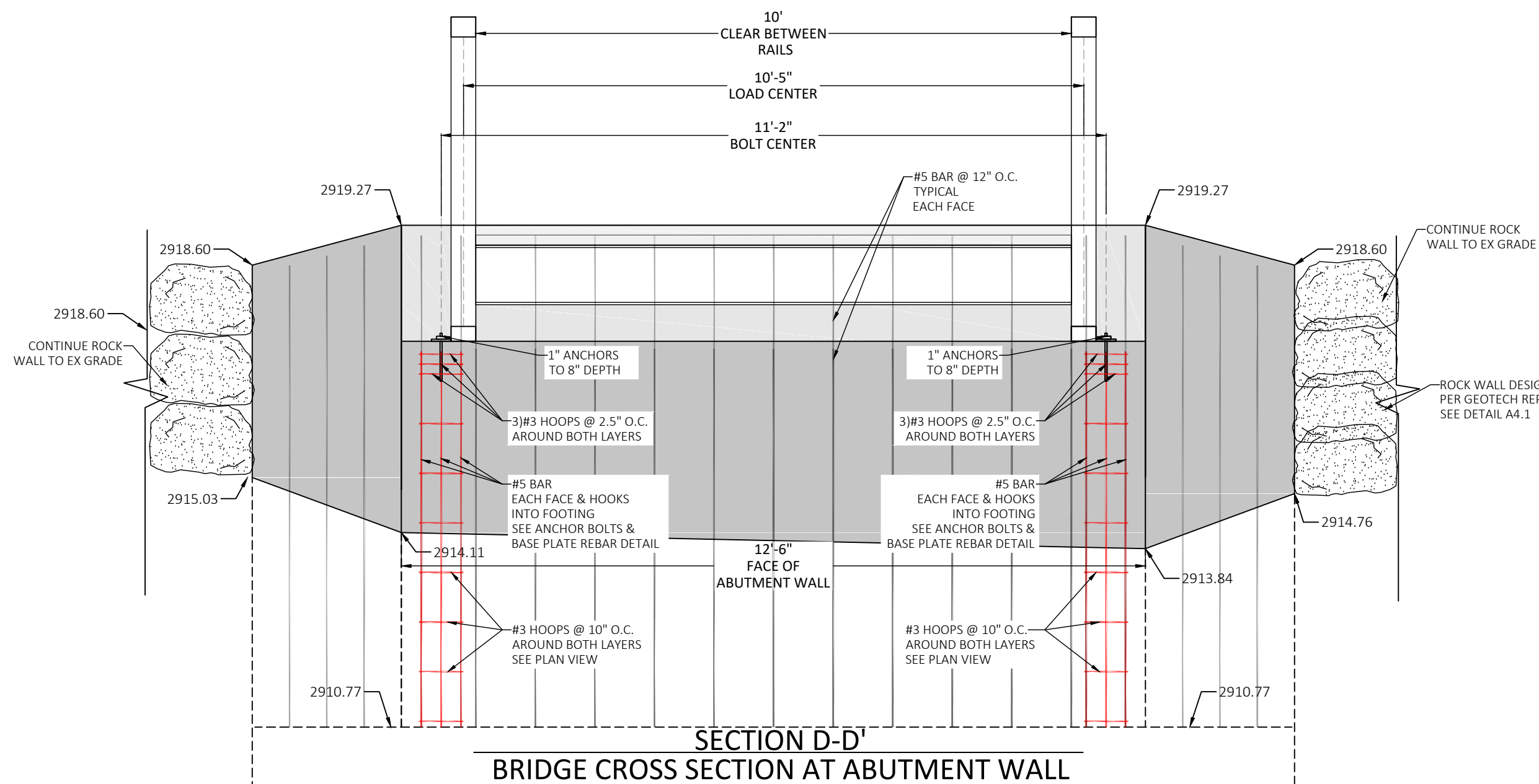
SECTION B-B'  
8.5' ABUTMENT WALL



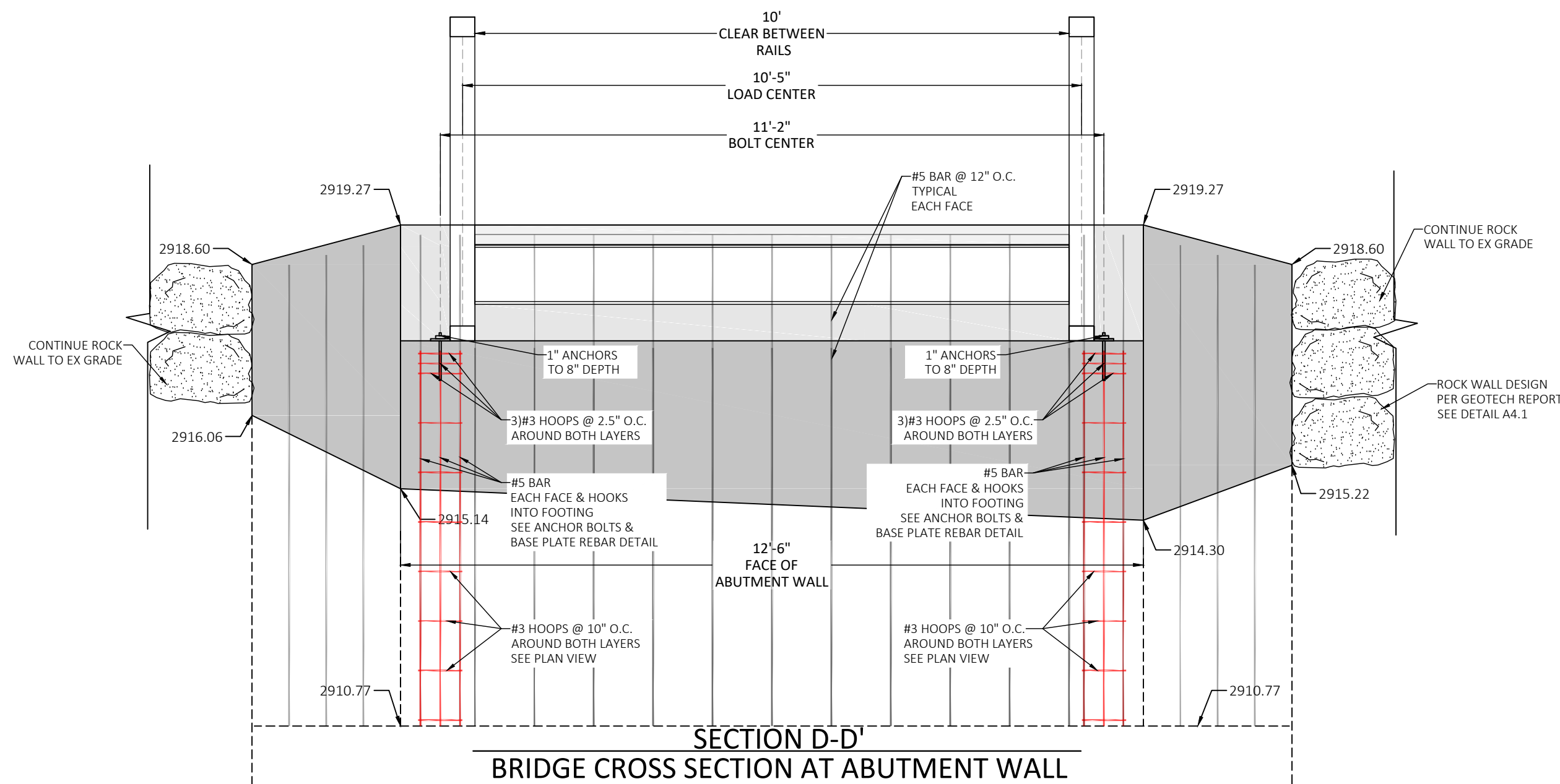
SECTION F-F'  
8.5' WING WALL

B  
C4.2

BRIDGE PLAN VIEW W/ ABUTMENT WALLS  
SCALE: NONE



SECTION D-D'  
BRIDGE CROSS SECTION AT ABUTMENT WALL



SECTION D-D'  
BRIDGE CROSS SECTION AT ABUTMENT WALL

Date: 12-13-2023			
REVISIONS			
No.	Date	by	Description
1	12-13-23	AZ	JUC COMMENTS

File Name  
Halfway Wash North Bridge Details.dwg

  
**ALLIANCE CONSULTING**  
A PLANNING AND ENGINEERING FIRM

UTAH  
2303 N CORAL CANYON BLVD  
SUITE 201,  
WASHINGTON, UT 84780  
435-673-8060

NORTH DAKOTA  
621 26TH STREET W.  
WILLISTON, ND 58801  
701-572-8100

**HALFWAY WASH  
NORTH TRAIL  
DETAILS**

FOR  
**CITY OF ST. GEORGE**  
LOCATED IN SEC 14  
TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M  
CITY OF ST. GEORGE, WASHINGTON CO., UT



Drawn By:	Scale:
AZ	NTS
Client No.	Project No.
4491-4629	4491-4629
Drawing Sheet	
C4.2	
Sheet	12 of 13 Sheets







**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
APRIL 4, 2024 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner  
Councilmember Steve Kemp**

**EXCUSED:**

**Councilmember Jimmie Hughes**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez  
Parks Manager Ben Neumann  
Several Parks Department Staff Members  
City Engineer Jay Sandberg  
Assistant City Attorney Ryan Dooley  
Public Works Director Cameron Cutler  
Assistant Public Works Director Wes Jenkins  
Community Development Director Carol Winner  
Planner Dan Boles  
Planner Mike Hadley**

**OTHERS PRESENT:**

**Several Members of the Dixie Elks Lodge**

**CALL TO ORDER:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Pastor Joe Doherty with the New Promise Lutheran Church and The Pledge of Allegiance to the Flag was led by Mayor Randall.

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

**MAYOR'S RECOGNITIONS AND UPDATES:**

**Read a proclamation proclaiming April 27, 2024 as Arbor Day.**

Link to Councilmember Kemp reading a proclamation proclaiming April 27, 2024 as Arbor Day; the proclamation was accepted by Parks Manager Ben Neumann and Parks Department staff, including comments from Councilmember Larkin: [00:02:07](#)

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

**Read a proclamation proclaiming May 1 – 7, 2024 as Youth Week.**

Link to Mayor Randall proclaiming May 1 – 7, 2024 as Youth Week; the proclamation was accepted by members of the Dixie Elks Lodge, including comments from Exalted Ruler Wayne Barnes: [00:06:32](#)

5 [Agenda Packet \[Page 14\]](#)  
6

7 **APPOINT DEPUTY CITY RECORDER:**

8 Link to Mayor Randall recommending the appointment of Brenda Hatch as a Deputy  
9 City Recorder: [00:11:35](#)

10  
11 Link to motion: [00:11:51](#)  
12

13 **MOTION:**

14 A motion was made by Councilmember Larsen to appoint Brenda Hatch as a  
15 Deputy City Recorder.

16 **SECOND:**

17 The motion was seconded by Councilmember Larkin.

18 **VOTE:**

19 Mayor Randall called for a vote, as follows:

20  
21 Councilmember Larkin – aye  
22 Councilmember Larsen – aye  
23 Councilmember Tanner – aye  
24 Councilmember Kemp – aye  
25

26 The vote was unanimous and the motion carried.  
27

28 **COMMENTS FROM THE PUBLIC:**

29 No comments were given.  
30

31 **CONSENT CALENDAR:**

32 **a. Consider approval to award bid to AGEC for the City Hall and parking**  
33 **structure materials testing and special inspections.**  
34

35 BACKGROUND and RECOMMENDATION: The construction specifications for the  
36 New City Hall and Parking structure require special testing and inspections on the  
37 project. Staff recommends awarding the bid to AGEC in the amount of \$106,306.  
38

39 **b. Consider approval to award bid to American Chiller Services for the**  
40 **replacement HVAC chiller for the Dinosaur Discovery Site.**  
41

42 BACKGROUND and RECOMMENDATION: The Dinosaur Discovery Site HVAC is  
43 over 20 years old and will not work correctly in high temperatures, making the  
44 facility very uncomfortable and unsafe for staff and guests. Staff recommends  
45 awarding the bid to American Chiller Services in the amount of \$148,753.  
46

47 **c. Consider approval to award bid to Whitaker Construction for the**  
48 **construction of portions of the Virgin River South Trail Phase 2.**  
49

50 BACKGROUND and RECOMMENDATION: This portion of the trail will connect  
51 phase 1, Bloomington Park to Brigham Rd, to the existing Virgin River South Trail  
52 near the I-15. There were some property issues that were unresolved when  
53 phase 1 was constructed. These issues have been resolved resulting in a trail

5 connection to Walmart. Staff recommends awarding the bid to Whitaker  
6 Construction in the amount of \$1,491,838.  
7

8 **d. Consider approval to award bid to Caliber Contractor LLC for the JC Snow**  
9 **Park Pavilions Replacement project.**

10 BACKGROUND and RECOMMENDATION: This bid is to remove two of the existing  
11 pavilions and associated concrete flatwork. The bid also includes installing new  
12 concrete flatwork for two of the new replacement pavilions. Currently the park  
13 has three existing pavilions that were installed in the late '70s that need to be  
14 replaced. The three replacement pavilions have already been ordered by the city  
15 in a separate contract. Staff recommends awarding the bid to Caliber Contractor  
16 LLC in the amount of \$117,864.50.  
17

18 **e. Consider approval of a Professional Services Agreement with Rosenberg**  
19 **Associates for the design of Gap Canyon Parkway.**

20 BACKGROUND and RECOMMENDATION: This contract includes the construction  
21 design of Gap Canyon Parkway including, base map, floodplain assessment,  
22 erosion hazard assessment, drainage study, geotechnical study, and civil  
23 construction plans. Staff recommends approval of the agreement.  
24

25 **f. Consider approval of a Construction Contract with Whitaker Construction**  
26 **for the R1 Sewer Project.**

27 The R1 Sewer project consists of upsizing an existing 10" line to 18" for 1,560  
28 L.F. in the Paiute Springs subdivision. The project was publicly bid last week and  
29 we received (2) bids. Staff recommends approval of the contract.  
30

31 **g. Consider approval of a land exchange with Freeport West-Daybreak, LLC.**

32 BACKGROUND and RECOMMENDATION: Freeport is willing to also build the City's  
33 portion of Washington Fields Road and the East-West connector road at their  
34 expense and provide 60,000 cubic yards of fill dirt for the City's use if there is a  
35 need for clay removal. Staff recommends approval.  
36

37 **h. Consider approval to award bid to Doug Hunt Construction for the**  
38 **Renovation of the Airport Terminal project.**

39 BACKGROUND and RECOMMENDATION: The project Public Notice was posted on  
40 the City Website. The pre-Bid Meeting was held on January 5, 2024 and there  
41 were eight (8) contractors present. Five (5) bids were received and opened on  
42 February 2, 2024. The project was rebid in order to comply with City Code. The  
43 bid opening for the St. George Terminal Renovation Rebid was held at 2:00 pm  
44 on Thursday March 7, 2024. A total of four contractors submitted formal bids,  
45 with Doug Hunt Construction being the low bidder, with a bid of \$575,000.00.  
46 Doug Hunt Construction's proposed schedule for the Terminal Renovation Project  
47  
48  
49  
50  
51  
52  
53



5 is acceptable and in line with the contract documents of 90 working days. Staff  
6 recommends awarding the bid to Doug Hunt Construction in the amount of  
7 \$575,000.  
8

9 **i. Consider approval of the minutes from the meeting held on March 21,**  
10 **2024.**

11  
12 Link to presentation from City Manager John Willis: [00:12:32](#)

13 [Agenda Packet \[Page 15\]](#)

14  
15 Link to motion: [00:12:57](#)  
16

17 **MOTION:**

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

20 **SECOND:**

21 The motion was seconded by Councilmember Kemp.

22 **VOTE:**

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

25 Councilmember Larkin – aye  
26 Councilmember Larsen – aye  
27 Councilmember Tanner – aye  
28 Councilmember Kemp – aye  
29

30 The vote was unanimous and the motion carried.  
31

32 **AMEND CITY CODE/ORDINANCE:**

33 **Consider approval of Ordinance No. 2024-019 amending 10-13-C of the St.**  
34 **George City Code pertaining to Development and the Flood and Erosion**  
35 **Hazard Overlay Zone.**  
36

37  
38 BACKGROUND and RECOMMENDATION: To be eligible for federal disaster assistance  
39 St. George participates in the National Flood Insurance Program and is required to  
40 enact regulations to minimize flood losses. The original ordinance was adopted in  
41 1987 with minor revisions since then to enact some erosion hazard regulations. This  
42 revision brings the ordinance up-to-date in compliance with current Federal and  
43 State requirements. At their meeting held on March 26, 2024, the Planning  
44 Commission recommended approval.  
45

46 Link to introduction from City Manager John Willis and presentation from City Engineer  
47 Jay Sandberg: [00:13:23](#)

48 [Agenda Packet \[Page 268\]](#)

49  
50 Link to motion: [00:15:55](#)  
51  
52  
53

**MOTION:**

A motion was made by Councilmember Larsen to approve Ordinance No. 2024-019 amending 10-13-C of the St. George City Code pertaining to Development and the Flood and Erosion Hazard Overlay Zone.

**SECOND:**

The motion was seconded by Councilmember Larkin.

**VOTE:**

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

Councilmember Larkin – aye  
Councilmember Larsen – aye  
Councilmember Tanner – aye  
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

Link to comments from Councilmember Larsen: [00:16:20](#)

**PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:**

**Consider approval of Ordinance No. 2024-020 amending an approved PD-C (Planned Development Commercial) on 0.89 acres located on the southeast corner of River Road and George Washington Boulevard, with the conditions from the Planning Commission. (Case No. 2024-PDA-004 - Cypress Credit Union)**

BACKGROUND and RECOMMENDATION: The purpose of the amendment is to add a 4,160 ft<sup>2</sup> credit union. This lot is a part of the River Crossing Planned Development and the last lot to seek site approval in the development. At their meeting held on March 12, 2024, the Planning Commission held a public hearing and recommended approval of the application with a 6-0 vote and with conditions.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Mayor Randall, and Mr. Boles: [00:16:55](#)

[Agenda Packet \[Page 316\]](#)

Link to motion: [00:21:52](#)

**MOTION:**

A motion was made by Councilmember Larkin to approve Ordinance No. 2024-020 amending an approved PD-C (Planned Development Commercial) on 0.89 acres located on the southeast corner of River Road and George Washington Boulevard, with the conditions from the Planning Commission which would be the updated exterior.

**SECOND:**

The motion was seconded by Councilmember Kemp.

**VOTE:**

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

5 Councilmember Larkin – aye  
6 Councilmember Larsen – aye  
7 Councilmember Tanner – aye  
8 Councilmember Kemp – aye  
9

10 The vote was unanimous and the motion carried.  
11

12 **APPOINTMENTS:**

13 **Appointments to Boards and Commissions of the City.**  
14

15 Link to Mayor Randall recommending the appointment of Ryan Dooley as the Interim  
16 City Attorney: [00:22:27](#)  
17

18 Link to motion: [00:23:18](#)  
19

20 **MOTION:**

21 A motion was made by Councilmember Larsen to appoint Ryan Dooley as the  
22 Interim City Attorney.

23 **SECOND:**

24 The motion was seconded by Councilmember Larkin.

25 **VOTE:**

26 Mayor Randall called for a vote, as follows:  
27

28 Councilmember Larkin – aye  
29 Councilmember Larsen – aye  
30 Councilmember Tanner – aye  
31 Councilmember Kemp – aye  
32

33 The vote was unanimous and the motion carried.  
34

35 Link to comments from Interim City Attorney Ryan Dooley and the City Council:  
36 [00:23:30](#)  
37

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

39 Link to reports from Councilmember Larkin: [00:26:02](#)  
40

41 Link to reports from Mayor Randall: [00:27:11](#)  
42

43 **ADJOURN TO A CLOSED MEETING:**

44 **Request a closed session to discuss litigation, security, property**  
45 **acquisition or sale or the character and professional competence or**  
46 **physical or mental health of an individual.**  
47

48 A closed session was not held.  
49

50 **ADJOURN:**

51 Link to motion: [00:28:19](#)  
52  
53



5 **MOTION:**

6 A motion was made by Councilmember Kemp to adjourn.

7 **SECOND:**

8 The motion was seconded by Councilmember Tanner.

9 **VOTE:**

10 Mayor Randall called for a vote, as follows:

11 Councilmember Larkin – aye

12 Councilmember Larsen – aye

13 Councilmember Tanner – aye

14 Councilmember Kemp – aye

15  
16 The vote was unanimous and the motion carried.  
17  
18  
19  
20  
21

22 \_\_\_\_\_  
Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
APRIL 11, 2024 4:00 P.M.  
ADMINISTRATIVE CONFERENCE ROOM**

**PRESENT:**

**Mayor Michele Randall  
Councilmember Jimmie Hughes – arrived at approximately 4:10 p.m.  
Councilmember Dannielle Larkin  
Councilmember Natalie Larsen  
Councilmember Michelle Tanner**

**EXCUSED:**

**Councilmember Steve Kemp**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Ryan Dooley  
Deputy City Attorney Jami Brackin  
City Recorder Christina Fernandez  
Budget and Financial Planning Director Robert Myers  
Parks and Community Services Director Shane Moore  
Landscape Architect Mark Goble  
Landscape Architect Paul Stead  
Landscape Architect Joe Neilson  
Police Sergeant Jeremy Needles  
Public Works Director Cameron Cutler  
Assistant Director Cody Schmitt  
Cemetery Sexton Brad Rollins**

**OTHERS PRESENT:**

**Alyce Gardner - Southwest Symphony Board Chair  
Lucas Darger – Southwest Symphony Conductor and Music Director  
Sue Cox - Cox Family Foundation  
Geri Rhodes - Heritage Choir President  
Chad with the St. George Lions**

**CALL TO ORDER:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Derek DeToni-Hill with Shepherd of the Hills United Methodist Church and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

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

**UPDATE REGARDING THE COX AUDITORIUM:**

Link to introduction from Mayor Randall and presentation from Alyce Gardner with the Southwest Symphony, including discussion between the City Council, Mayor Randall, Budget and Financial Planning Director Robert Myers, City Manager John Willis, Sue Cox with the Cox Family Foundation, and Ms. Gardner: [00:02:30](#)

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

5 **UPDATE REGARDING THE SUNBOWL CONCEPT:**

6 Link to introduction from Parks and Community Services Director Shane Moore  
7 and presentation from Landscape Architect r Mark Goble, including discussion  
8 between the City Council, Mayor Randall, Landscape Architect r Paul Stead, City  
9 Manager John Willis, Mr. Moore, Chad with the St. George Lions Club, and Mr.  
10 Goble: [00:25:17](#)

11  
12 [Agenda Packet \[Page 14\]](#)  
13

14 **FOLLOW UP DISCUSSION REGARDING A POSSIBLE GOLF CART ORDINANCE:**

15 Link to introduction from City Manager John Willis and presentation from City  
16 Attorney Ryan Dooley, including discussion between Police Sergeant Jeremy  
17 Needles, the City Council, City Manager John Willis, Public Works Director  
18 Cameron Cutler, and Mr. Dooley: [00:44:33](#)

19  
20 [Agenda Packet \[Page 23\]](#)  
21

22 **DISCUSSION REGARDING CEMETERIES, INCLUDING RECLAIMED LOTS, FEES,**  
23 **AND OTHER ITEMS:**

24 Link to presentation from City Attorney Ryan Dooley, including discussion  
25 between the City Council, Cemetery Sexton Brad Rollins, Parks and Community  
26 Services Director Shane Moore, Budget and Financial Planning Manager Robert  
27 Myers, Assistant Director Cody Schmitt, and Mr. Dooley: [00:52:50](#)

28  
29 [Agenda Packet \[Page 29\]](#)  
30

31 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, CITY MANAGER,**  
32 **AND CITY STAFF:**

33 No reports were given.  
34

35 **ADJOURN TO A CLOSED MEETING:**

36 **Request a closed meeting to discuss litigation, security, property**  
37 **acquisition or sale, or the character and professional competence or**  
38 **physical or mental health of an individual.**

39  
40 Link to motion: [01:19:29](#)  
41

42 **MOTION:**

43 A motion was made by Councilmember Hughes to adjourn to a closed  
44 meeting to discuss property acquisition and possible litigation.

45 **SECOND:**

46 The motion was seconded by Councilmember Tanner.

47 **VOTE:**

48 Mayor Randall called for a vote, as follows:  
49

50 Councilmember Hughes – aye

51 Councilmember Larkin – aye  
52  
53



1 St. George City Council Minutes  
2 April 11, 2024  
3 Page Three  
4

5 Councilmember Larsen – aye  
6 Councilmember Tanner – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **ADJOURN:**

11 The meeting adjourned following the closed meeting.  
12  
13  
14  
15  
16

17 \_\_\_\_\_  
Christina Fernandez, City Recorder



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 04

**Subject:**

Public hearing and consideration of Ordinance No. 2024-021 to vacate a portion of a flood control easement located at the rear of Lots 33 and 34, River Bend Estates at Sunbrook.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Jared Bates - Rosenberg Associates

Reference Number: PLANLRE24-020

Address/Location:

Approximately 400 N Lost Creek Circle

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

Doc. No's. 983381, 983382, and 983383 were recorded on November 7, 2005. River Bend Estates at Sunbrook was approved by the Land Use Authority on the 15th day of June, 2023 and recorded on the 16th day of June, 2023.

**Staff Narrative (need/purpose):**

The NRCS rock wall was built approximately 60 feet away from these lots and the owners would like to utilize their entire lot.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Flood Control Authority recommends approval.

When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-RBES-33 and SG-RBES-34

**AN ORDINANCE VACATING A PORTION OF A FLOOD CONTROL EASEMENT  
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(Located at the rear of Lots 33 and 34, River Bend Estates at Sunbrook)

**WHEREAS**, a petition was received by this Council requesting it to vacate a portion of an existing flood control easement, located in the River Bend Estates at Sunbrook Subdivision, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 20230017830, and also by Doc. No's. 983381, 983382, and 983383, being more particularly describe and shown in Exhibit A and Exhibit B; and

**WHEREAS**, the Flood Control Authority recommends approval of the vacation of the flood control easement, as the rip rap rock wall was built furth away from the lots than was anticipated; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the flood control easement as described in Exhibit A and Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council:

That the flood control easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

**APPROVED AND ADOPTED** by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

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 Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



**Exhibit "A"**

A portion of a Flood Control Easement as recorded as Entry No. 983381, 983382 & 983383 with the Washington County Recorder's Office, more particularly described as follows:

Beginning at the southeast corner of Lot 33, River Bend Estates at Sunbrook as found on file as Entry No. 20230017830 with the Washington County Recorder's Office, and running;

thence South 76°20'38" West 33.53 feet along the southerly line of said Lot 33;  
thence North 02°40'11" East 111.08 feet to the easterly line of Lot 34, said River Bend Estates at Sunbrook;  
thence South 14°53'39" East 106.63 feet along the easterly line of said Lots 34 & 33 to the Point of Beginning.



March 25, 2024

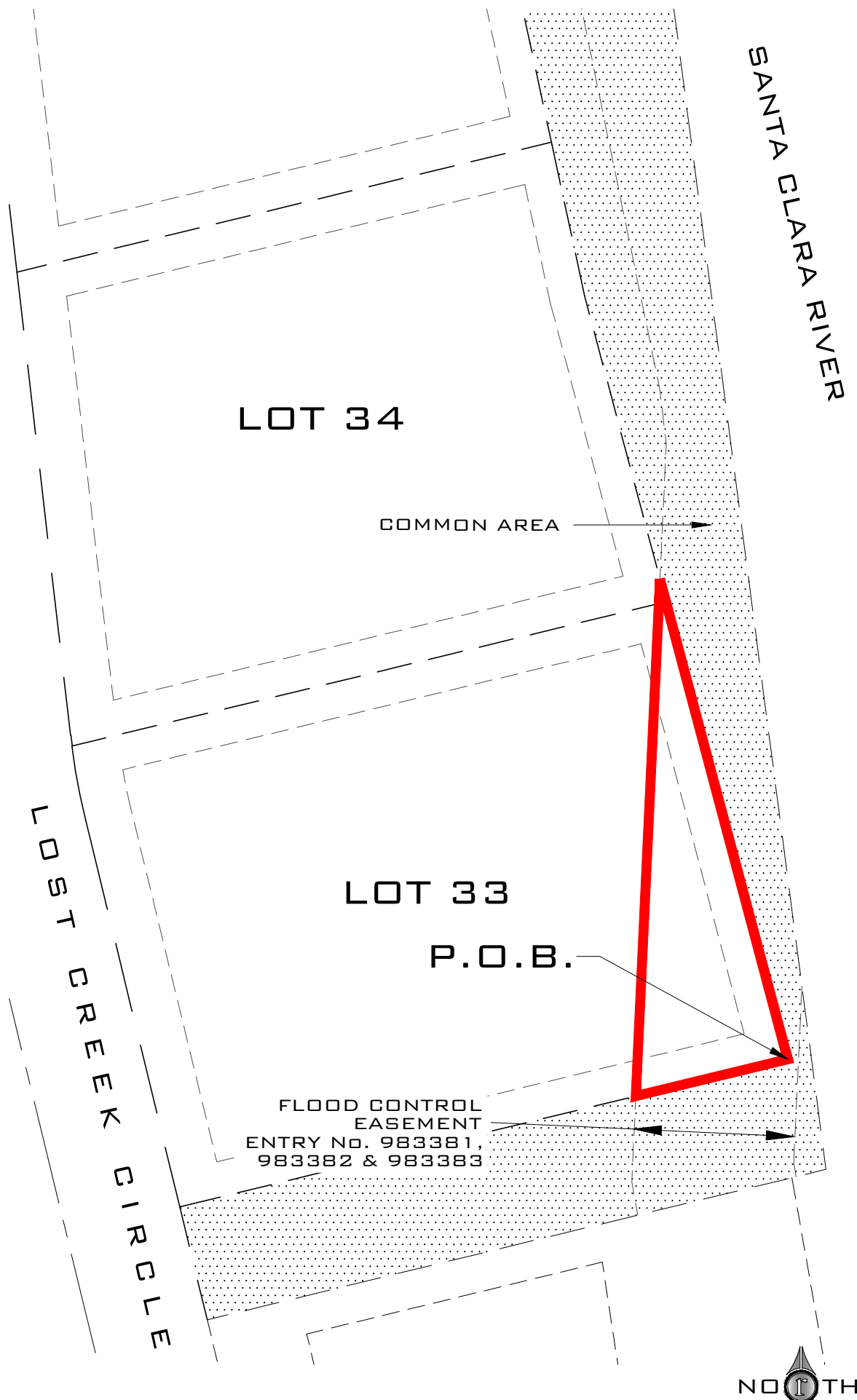
REVISIONS	DATE

**ROSENBERG**  
 A S S O C I A T E S  
 CIVIL ENGINEERS • LAND SURVEYORS



352 EAST RIVERSIDE  
 DRIVE, SUITE A-2  
 ST. GEORGE, UTAH  
 84790  
 435.673.8586  
 WWW.RACIVIL.COM

# EXHIBIT MAP





**Agenda Date:** 05/02/2024

**Agenda Item Number:** 05

**Subject:**

Public hearing and consideration of Ordinance No. 2024-022 vacating a portion of a municipal utility easement located between Lots 123 and 124 of the Cecita Crest at Divario Phase 3.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson, Rosenberg Associates

Reference Number: PLANLRE24-021

Address/Location:

Approximately 2883 W Viverone CT

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

This subdivision plat was approved by the Land Use Authority on the 14th day of November, 2023. This subdivision plat was recorded in the Office of the Washington County Recorder's Office on the 29th day of November, 2023.

**Staff Narrative (need/purpose):**

The applicant would like to merge the two lots together into one lot to build a bigger home.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

JUC recommends approval.



When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-CCD-3-123, SG-CCD-3-124

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT  
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(Located between Lots 123 and 124, Cecita Crest at Divario Phase 3)

**WHEREAS**, a petition was received by this Council requesting it to vacate a portion of an existing municipal utility easement, located in the Cecita Crest at Divario Phase 3, on file in the Office of the Washington County Recorder's Office as Doc. No. 20230035698, being more particularly describe and shown in Exhibit A and Exhibit B; and

**WHEREAS**, the Joint Utility Commission (JUC) recommends approval of the vacation of the municipal utility easement; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the municipal utility easement as described in Exhibit A and Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council:

That the municipal utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

**APPROVED AND ADOPTED** by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

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 Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

**Exhibit "A"**

**Vacated Easement (between lots 123 & 124 of Cecita Crest @ Divario Ph-3)**

Beginning at point being North  $88^{\circ}32'37''$  West 840.66 feet along the center section line and North 117.79 feet from the Southeast Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North  $78^{\circ}20'57''$  West 107.30 feet;

thence Northerly 15.04 feet along an arc of a 60.00 feet radius curve to the left (center bears North  $71^{\circ}10'06''$  West, long chord bears North  $11^{\circ}39'03''$  East 15.00 feet with a central angle of  $14^{\circ}21'41''$ );

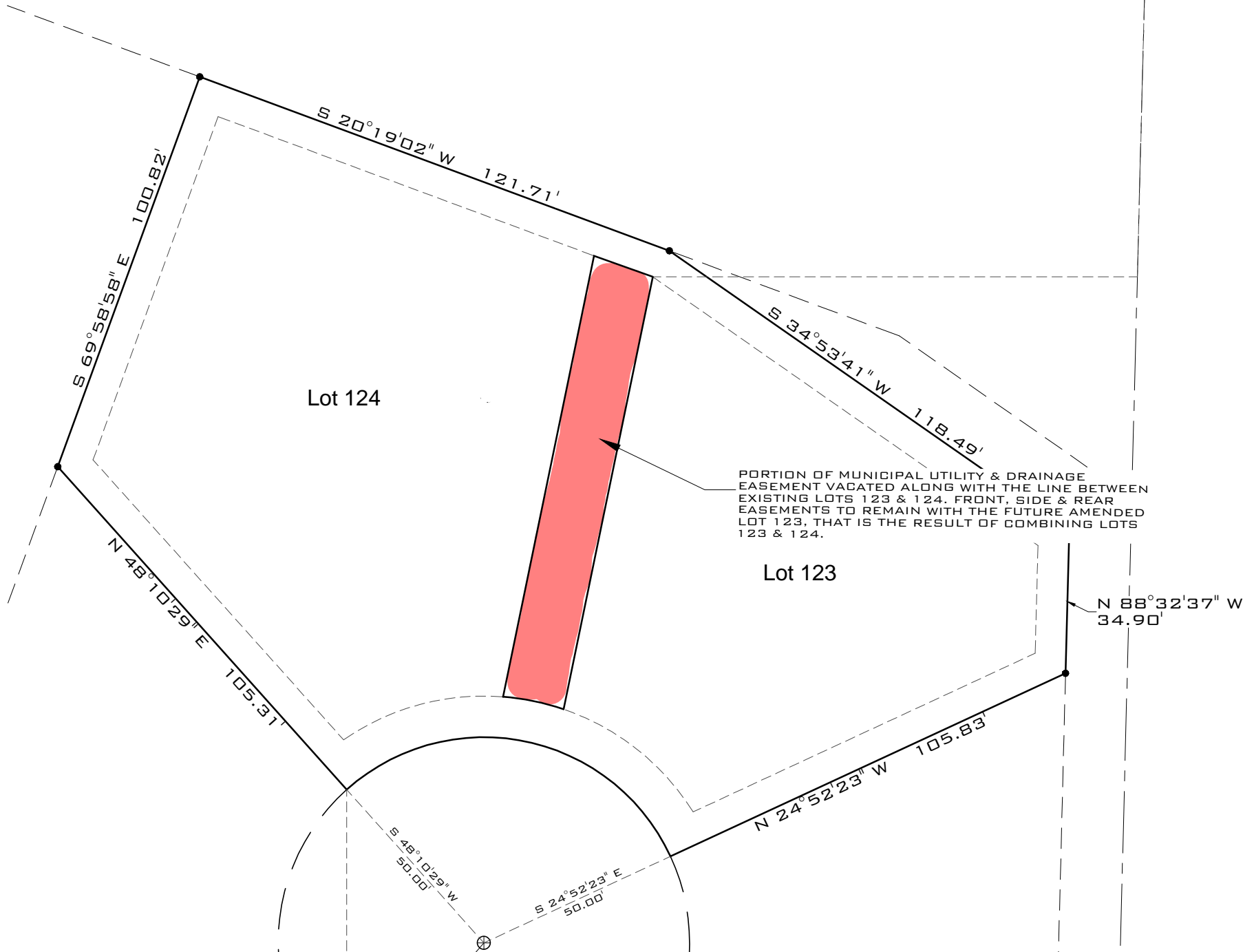
thence South  $78^{\circ}20'57''$  East 109.43 feet;

thence South  $19^{\circ}41'53''$  West 15.15 feet to the Point of Beginning.



March 29, 2024

# Exhibit B







**Agenda Date:** 05/02/2024

**Agenda Item Number:** 06

**Subject:**

Public hearing and consideration of Ordinance No. 2024-023 vacating a public utility easement located on west lot line of Lot 1, Morwood Subdivision.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Glenn Bingham, Onwer

Reference Number: PLANLRE24-019

Address/Location:

761 N 1000 W ST

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

The final plat was approved by the City Council on the 4th day of August, 1994. The final plat was recorded on the 15th day of November, 1994.

**Staff Narrative (need/purpose):**

The owner of Lot 1, Morwood Subdivision also owns the parcel to the west. The objective is to reduce the size of Lot 1 while enlarging the parcel through the subdivision amendment process. This adjustment will satisfy the R-1-10 zoning criteria, rendering the parcel that meets all zoning criteria, making it a viable lot for the construction of a new home. Both the lot and the parcel will be above the 10,000 square feet requirement. New easements will be granted on all lot lines of the amended subdivision plat.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

JUC recommends approval.

When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-MWS-1

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT  
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(Located along the westerly lot line of Lot 1, Morwood Subdivision)

**WHEREAS**, a petition was received by this Council requesting it to vacate a portion of an existing public utility easement, located in the Morwood Subdivision, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office as Doc. No. 00484153, being more particularly describe and shown in Exhibit A and Exhibit B; and

**WHEREAS**, the Joint Utility Commission (JUC) recommends approval of the vacation of the public utility easement; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the public utility easement as described in Exhibit A and Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council:

That the public utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

**APPROVED AND ADOPTED** by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

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 Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

## EXHIBIT A

### A PORTION OF AN EXISTING 10 FOOT WIDE PUBLIC UTILITY & DRAINAGE EASEMENT LYING WITHIN LOT 1 OF MOORWOOD SUBDIVISION (INST. No. 00484153) TO BE VACATED:

Commencing at the section corner common to Section 13, 14, 23 & 24 Township 42 South Range 16 West, Salt Lake Base and Meridian. Thence South 0°40'04" West 1250.79 feet along the section line to a point on a line that is parallel with and 10 feet Southeasterly from the South line of Valley View Drive (Inst. No. 00227572) and the Point of Beginning;

Thence North 54°09'04" East 12.44 feet along said parallel line to a point on a line that is parallel with and 10 feet Easterly from the section line;

thence South 0°40'04" West 80.93 feet along said parallel line to a point on a line that is parallel with and 7.5 feet Northerly from the 1/16 line;

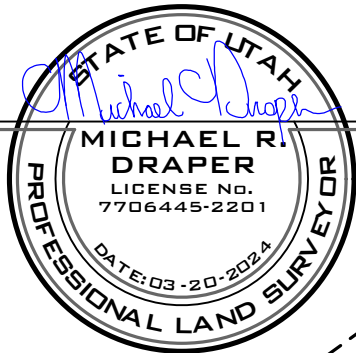
thence North 89°11'06" West 10.00 feet along said parallel line to a point on the section line;

thence North 0°40'04" East 73.50 feet along the section line to the Point of Beginning.

Affecting approximately 772 square feet.







COR. SECTIONS 13-14-23-24  
T.42S. R.16W. S.L.B.&M.  
FOUND BRASS CAP IN DIRT LOT (2013)  
MONUMENT SINCE DESTROYED BY DEVELOPMENT  
ST. GEORGE H.C.N.# 136

PORTION OF EXISTING 10' WIDE  
PUBLIC UTILITY & DRAINAGE  
EASEMENT TO BE VACATED

BASIS OF BEARING

N0°40'04"E 2663.58' (MEAS.)  
N0°35'40"W 2663.53' (INST. No. 00484153)  
N0°40'04"E 2663.29' (H.C.N. GRID  
N.A.D. 83, UTAH SOUTH ZONE 4303)

1250.79' (TIE)

P.O.B.

N54°09'04"E 12.44'

N0°40'04"E 73.50'

S0°40'04"W 80.93'

N89°11'06"W 10.00'

EXISTING 10' WIDE  
P.U.E. TO BE VACATED

10.00

GLEN & ELISABETH BINGHAM  
PARCEL No.: SG-6-2-23-1128

LOT 1-MOORWOOD SUB.  
PARCEL No.: SG-MWS-1

EXISTING  
GARAGE

EXISTING  
HOUSE

1000 WEST

LOT 1  
CURTIS PARK SUBDIVISION PH. 1

LOT 1  
RIDGE WEST SUBDIVISION PH. 1  
1/4 COR. SECTIONS 23-24  
T.42S. R.16W. S.L.B.&M.  
1987 ALUMINUM CAP  
ST. GEORGE H.C.N.# 141

LOCATED IN THE NORTHEAST QUARTER OF SECTION 23  
TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

DATE	BY	REVISIONS
03/20/24	MRD	
03/22/24	MRD	
03/27/24	MRD	
04/01/24	MRD	
04/05/24	MRD	
04/09/24	MRD	
04/13/24	MRD	
04/17/24	MRD	
04/21/24	MRD	
04/25/24	MRD	
04/29/24	MRD	
05/03/24	MRD	
05/07/24	MRD	
05/11/24	MRD	
05/15/24	MRD	
05/19/24	MRD	
05/23/24	MRD	
05/27/24	MRD	
05/31/24	MRD	
06/04/24	MRD	
06/08/24	MRD	
06/12/24	MRD	
06/16/24	MRD	
06/20/24	MRD	
06/24/24	MRD	
06/28/24	MRD	
07/02/24	MRD	
07/06/24	MRD	
07/10/24	MRD	
07/14/24	MRD	
07/18/24	MRD	
07/22/24	MRD	
07/26/24	MRD	
07/30/24	MRD	
08/03/24	MRD	
08/07/24	MRD	
08/11/24	MRD	
08/15/24	MRD	
08/19/24	MRD	
08/23/24	MRD	
08/27/24	MRD	
08/31/24	MRD	
09/04/24	MRD	
09/08/24	MRD	
09/12/24	MRD	
09/16/24	MRD	
09/20/24	MRD	
09/24/24	MRD	
09/28/24	MRD	
10/02/24	MRD	
10/06/24	MRD	
10/10/24	MRD	
10/14/24	MRD	
10/18/24	MRD	
10/22/24	MRD	
10/26/24	MRD	
10/30/24	MRD	
11/03/24	MRD	
11/07/24	MRD	
11/11/24	MRD	
11/15/24	MRD	
11/19/24	MRD	
11/23/24	MRD	
11/27/24	MRD	
12/01/24	MRD	
12/05/24	MRD	
12/09/24	MRD	
12/13/24	MRD	
12/17/24	MRD	
12/21/24	MRD	
12/25/24	MRD	
12/29/24	MRD	
12/31/24	MRD	

HYPERION LAND SURVEYING  
318 N. 100 E. WASHINGTON, UT 84780  
1-435-619-2646

EASEMENT VACATION - EXHIBIT "B"  
PREPARED AT THE REQUEST OF  
GLENN BINGHAM

SHEET  
1  
OF 1 SHEETS



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 07

**Subject:**

Public hearing and consideration of Ordinance No. 2024-024 vacating a portion of a municipal utility easement located between Lots 13 and 14 of the Banded Ridge Subdivision.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: TJ Morris

Reference Number: PLANLRE24-018

Address/Location:

2744 E Cliff Shadow Drive

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

The Land Use Authority approved this final subdivision plat on the 27th day of August 2021. The final subdivision plat was recorded in the Washington County Recorder's Office on the 31st day of August 2021.

**Staff Narrative (need/purpose):**

The applicant would like to merge Lots 13 and 14 together into one lot.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

JUC recommends approval with the condition that one of the water meter sets is removed and one of the sewer laterals is capped.

When Recorded Return To:  
City of St. George  
City Recorder's Office  
175 East 200 North  
St. George, UT 84770

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-BANR-13, SG-BANR-14

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT  
LOCATED IN CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(Located between Lots 13 and 14, Banded Ridge Subdivision)

**WHEREAS**, a petition was received by this Council requesting it to vacate a portion of an existing municipal utility easement, located in the Banded Ridge Subdivision, on file in the Office of the Washington County Recorder's Office as Doc. No. 20210057913, being more particularly describe and shown in Exhibit A and Exhibit B; and

**WHEREAS**, the Joint Utility Commission (JUC) recommends approval of the vacation of the municipal utility easement; and

**WHEREAS**, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating the municipal utility easement as described in Exhibit A and Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council:

That the municipal utility easement as more particularly described and in Exhibit A and Exhibit B, which are incorporated herein, is hereby vacated by the City of St. George.

**APPROVED AND ADOPTED** by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

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 Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



## EXHIBIT A

BOUNDARY DESCRIPTION OF:  
7.5' WIDE MUNICIPAL UTILITY EASEMENTS TO BE VACATED.  
LOTS 13-14 BANDED RIDGE SUBDIVISION  
March 20, 2024

Two existing 7.5 foot wide Municipal Utility Easements located parallel with and adjacent to the common lot line between Lots 13 and 14 in Banded Ridge Subdivision, according to the official plat thereof, on file as Instrument No. 20210057913 in the Office of the Washington County, Utah Recorder.

The aggregate perimeter of said easements being more particularly described by metes and bounds as follows:

Commencing at the Quarter Corner common to Sections 15 and 16, Township 43 South Range 15 West, Salt Lake Base and Meridian and running; thence South  $88^{\circ}45'10''$  East 1024.285 feet along the East-West center section line of Section 15; thence South 1281.981 feet to the Northerly lot corner common to Lots 13 & 14; thence South  $31^{\circ}04'18''$  East 10.00 feet to a point on a non-tangent curve concave to the Southeast. Said point also being the Point of Beginning.

Thence 7.50 feet along the arc of a non-tangent 767.50 foot radius curve to the right (Radius point bears: South  $31^{\circ}04'18''$  East), through a central angle of  $0^{\circ}33'36''$ ;  
thence South  $31^{\circ}04'18''$  East 112.37 feet along a line that is parallel with and 7.5 feet Easterly from the lot line common to said Lots 13 & 14;  
thence South  $70^{\circ}32'09''$  West 6.16 feet;  
thence South  $69^{\circ}55'41''$  West 9.14 feet to a point on a line that is parallel with and 7.5 feet Westerly from the lot line common to said Lots 13 & 14;  
thence North  $31^{\circ}04'18''$  West 109.39 feet along said parallel line to a point on a non-tangent curve concave to the Southeast;  
thence 7.50 feet along the arc of a non-tangent 767.50 foot radius curve to the right (Radius point bears:  $S31^{\circ}37'54''E$ ), through a central angle of  $0^{\circ}33'36''$  to the Point of Beginning.

The affected area is approximately 1,663 square feet or 0.038 acres.



# Exhibit B

W 1/4 COR. SEC. 15, T43S, R15W, SLB&M  
FOUND 1998 WASH CO. AL CAP HCN #322  
(MON. RECORD #P-13-43-15)

## BASIS OF BEARING

E 1/4 COR. SEC. 15, T43S, R15W, SLB&M  
FND 1974 BLM BRASS CAP HCN #348  
(MON. RECORD #P-13-43-15)

S88°45'10"E 5282.693' (W1/4 COR. to E1/4 COR. PER INST. No. 20210057913)  
S88°44'13"E 5282.163' (RECORD HCN GRID) 5282.693' (CALCULATED HCN GROUND)

1024.285' (TIE)

LOT 10

CLIFF SHADOW DRIVE  
(45' PUBLIC STREET)

LOT 15

LOT 14

LOT 13

LOT 12

S31°04'18"E 10.00' (TIE)

L=7.50'  
R=767.50'  
Δ=0°33'36"

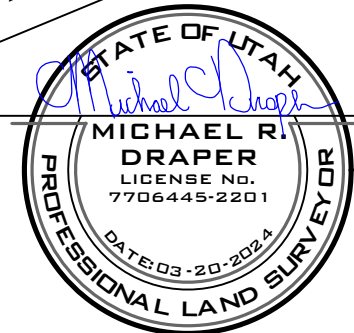
L=7.50'  
R=767.50'  
Δ=0°33'36"

N31°04'18"W 112.37'  
N31°04'18"W 109.39'

EXISTING 7.5' M.U.E.  
TO BE VACATED

S69°55'41"W 9.14'

S70°32'09"W 6.16'



PORTION OF EXISTING 7.5' WIDE  
MUNICIPAL UTILITY EASEMENTS  
TO BE VACATED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15  
TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN

HYPERION LAND SURVEYING  
318 N. 100 E. WASHINGTON, UT 84780  
1-435-619-2646

ROADWAY VACATION - EXHIBIT "B"  
PREPARED AT THE REQUEST OF  
TJ MORRIS

SHEET  
1  
OF 1 SHEETS



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 08

**Subject:**

Submission and filing of the FY 2024-25 City Manager Recommended Budget with the City Council (Discussion only).

**Item at-a-glance:**

Staff Contact: Robert Myers

Applicant Name: .

Reference Number: .

Address/Location:

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

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. Tonight's item will be for the submission and filing of the FY 2024-25 City Manager Recommended Budget with the City Council. Staff will present a resolution to accept and tentatively adopt the FY 2024-25 City Manager Recommended Budget and to set the public hearing dates during the May 23rd City Council Meeting. This year's budget work meeting with the Mayor and City Council is planned to be held on May 16th. The tentative adoption of the FY 2025 budget and setting the public hearing dates is planned for May 23rd. The Budget Town Hall meeting is planned to be held on June 4th. This year's public hearings on the recommended budget are proposed to be held during the regularly scheduled City Council meetings on Thursday, June 6, 2024, and Thursday, June 16, 2024. Adoption of the final FY 2025 Budget is planned for during the June 16th City Council meeting. A copy of the budget will be available for public review following tonight's City Council meeting on the City's website at [www.sgcityutah.gov](http://www.sgcityutah.gov) and at City Hall in the City Recorder's Office. Tonight's item requires no action of the City Council.

**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 achieves the City Council's goals and priorities for the upcoming fiscal year. This year's budget includes significant investments in several council priority areas including public infrastructure and transportation, community safety and security and core municipal services. Staff is proud to submit the FY 2024-25 City Manager Recommended Budget to the City Council and community for your consideration. There are several key meeting dates coming up on this year's budget calendar. This year's budget work meeting with the Mayor and City Council is planned to be held on May 16th. Tentative adoption of the FY 2025 budget and setting the public hearing dates is planned for on May 23rd. A Budget Town Hall meeting is planned to be held on June 4th. This year's public hearings on the recommended budget are proposed to be held during the regularly scheduled City Council meetings on Thursday June 6, 2024 and Thursday June 16, 2024. Adoption of the final FY 2025 Budget is planned for during the June 16th City Council meeting. A copy of the budget will be available for public review following tonight's City Council meeting on the City's website at [www.sgcityutah.gov](http://www.sgcityutah.gov) and at City Hall in the City Recorder's Office

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

No action is required.





**Agenda Date:** 05/02/2024

**Agenda Item Number:** 09

**Subject:**

Consider approval of Ordinance no. 2024-025 changing the general plan land-use map from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately 7.13 acres. Case No. 2024-GPA-005.

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Rosenberg & Associates/Jack de Ryk

Reference Number: 2024-GPA-005

Address/Location:

2121 W Sunset Blvd

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

The property is zoned R-1-8 (Single Family Residential, minimum lot size 8,000 sf), RE 37.5 (Residential Estates 37,500 sq. ft. minimum lot size), C-2 (Commercial) & OS (Open Space). This application is to change the General Plan from LDR (Low Density Residential) & OS (Open Space) to COM (Commercial) for development in the future with the Commercial designation. The Planning Commission held a public hearing on this proposal on April 9, 2024 and recommended approval of the Dean Terry General Plan amendment to the City Council.

**Staff Narrative (need/purpose):**

The proposed parcels are along Sunset Blvd which is a major commercial road. The residential lot is adjacent to current commercial development to the east and the west.

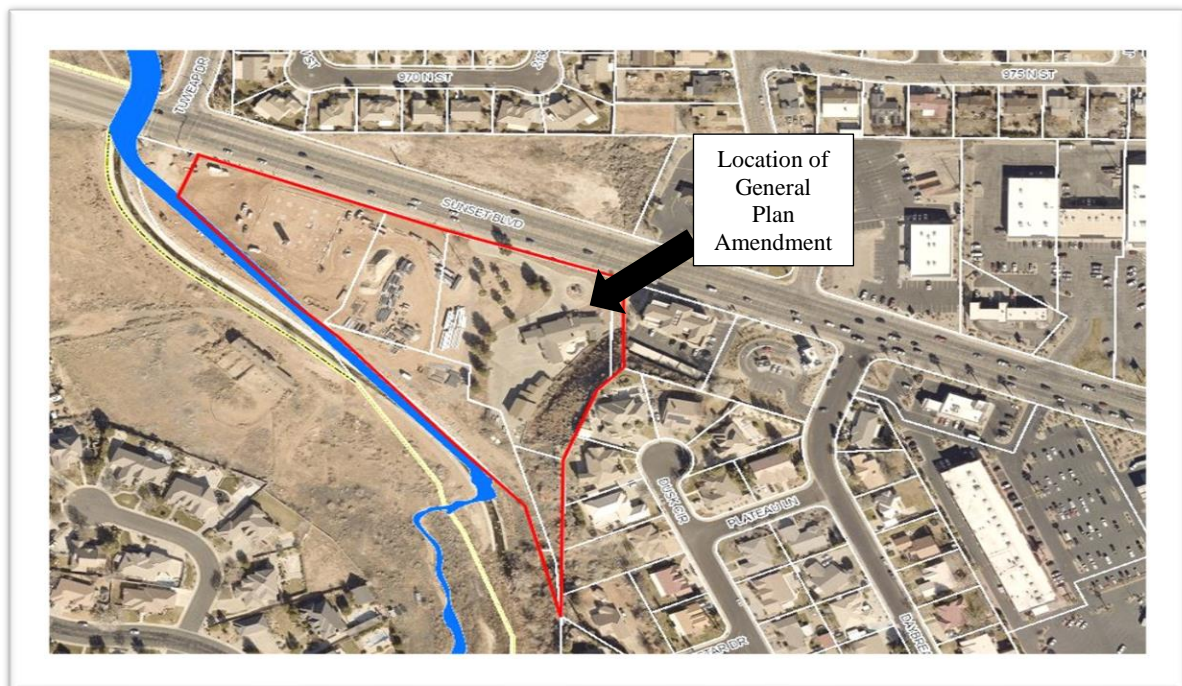
**Name of Legal Dept approver:** Jamie Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

On April 9, 2024 the Planning Commission held a public hearing on the Dean Terry proposal and recommended approval to the City Council with a vote of 5-0 and the condition that the southernmost portion of the proposal stay open space.

<b>Dean Terry GPA</b> General Plan Amendment (Case No. 2024-GPA-005)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) and OS (Open Space) to COM (Commercial) on approximately 7.13 acres located at 2121 W Sunset Blvd for a project to be known as Dean Terry GPA.
<b>Applicant:</b>	Rosenburg & Associates
<b>Representative:</b>	Jack de Ryk
<b>Location:</b>	2121 W Sunset Blvd.
<b>Existing General Plan:</b>	LDR (Low Density Residential) & OS (Open Space).
<b>Proposed General Plan:</b>	COM (Commercial).
<b>Existing Zoning:</b>	R-1-8 (Single Family Residential, minimum lot size 8,000 sf), RE 37.5 (Residential Estates 37,500 sq ft minimum lot size), C-2 (Commercial) & OS (Open Space).
<b>Land Area:</b>	Approximately 7.13 acres.



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located approximately 2121 W Sunset Blvd. The property is zoned R-1-8 (Single Family Residential, minimum lot size 8,000 sf), RE 37.5 (Residential Estates 37,500 sq ft minimum lot size), C-2 (Commercial) & OS (Open Space). This application is to change the General Plan from LDR (Low Density Residential) & OS (Open Space) to COM (Commercial) for development in the future with the Commercial designation. The applicant is not sure currently what they specifically want to do but feels that the residential designation in this specific area does not work anymore. The proposal includes a parcel the city has asked the applicant to include to clean up the area. The proposal is consistent with the surrounding uses along a major road (Sunset Blvd) in St George.

**PLANNING COMMISSION:**

The Planning Commission reviewed the Dean Terry General Plan Amendment on April 9, 2024, and held a public hearing. At the public hearing there was one comment from a resident. The discussion from the planning commissioners was about the southernmost portions of the proposal which are part of a hillside. There was concern that a portion of the hillside would go away if the area was all commercial. The Planning Commission recommended approval of the General Plan Amendment with the condition that the southernmost portion of the proposal stay open space.

**RECOMMENDATION:**

The proposal is consistent with the area and staff recommends approval with no conditions.

**ALTERNATIVES:**

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

**POSSIBLE MOTION:**

The City Council approves of the General Plan Amendment for Dean Terry and surrounding properties with no conditions.

**FINDINGS FOR APPROVAL:**

1. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.



**Exhibit A**  
**Applicant's Narrative**



**TECHNICAL MEMORANDUM**

**Date:** April 10, 2024

**Subject:     Dean Terry General Plan Amendment**  
**St. George, UT**  
**Project #7722-24-010**

**Project Overview**

Rosenberg Associates, acting as an agent for Dean Terry, has prepared this general plan amendment for his parcels SG-6-2-22-1411, SG-6-2-22-1412-1, SG-6-2-22-1413, SG-6-2-22-1415, and SG-6-2-22-1416. In addition, St. George City asked to clean up parcel SG-SACC-1 with this general plan amendment.

**Existing Conditions**

Existing conditions are as follows for each parcel:

SG-6-2-22-1411

0.32 acres in Low Density Residential

SG-6-2-22-1412-1

Approximately 0.24 acres in Open Space

Approximately 0.06 acres in Low Density Residential

0.3 acres total area for parcel

SG-6-2-22-1413

0.93 acres in Open Space

SG-6-2-22-1415

Approximately 1.28 acres in Open Space

Approximately 1.34 acres in Low Density Residential

2.62 acres total area for parcel

SG-6-2-22-1416

Approximately 0.62 acres in Open Space

Approximately 0.29 acres in Low Density Residential

0.91 acres total area for parcel

SG-SACC-1

Approximately 1.66 acres in Open Space

Approximately 0.69 acres in unknown

2.35 acres total area for parcel

Dean Terry General Plan Amendment

Project Number 7722-24-010

**Proposed Conditions**

Proposed amendments are as follows for each parcel:

SG-6-2-22-1411

0.32 acres in General Commercial

SG-6-2-22-1412-1

0.3 acres in General Commercial

SG-6-2-22-1413

0.93 acres in General Commercial

SG-6-2-22-1415

2.62 acres in General Commercial

SG-6-2-22-1416

0.91 acres in General Commercial

SG-SACC-1

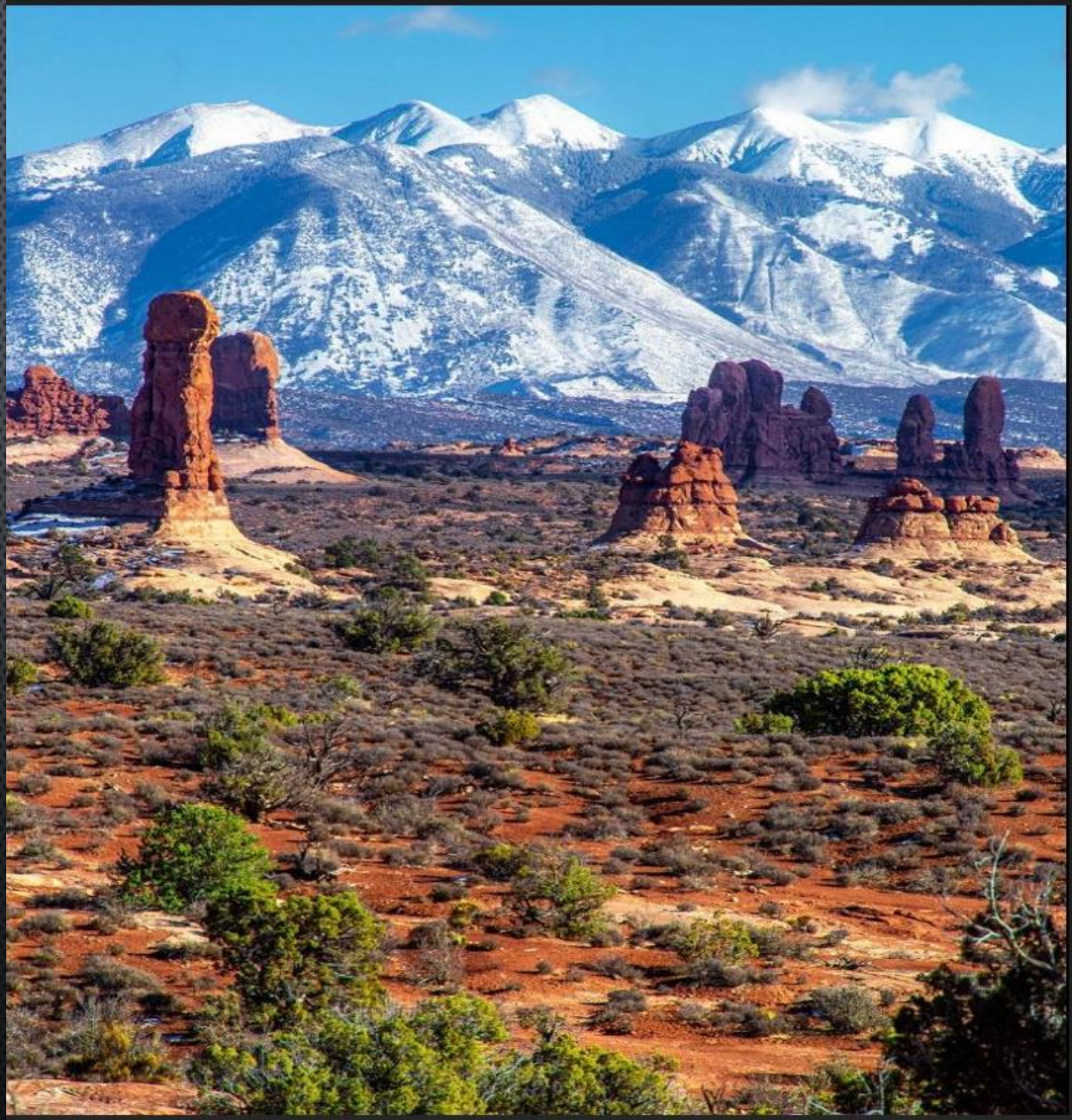
2.35 acres in General Commercial

A total of 7.43 acres is proposed to General Commercial for this general plan amendment.



# DEAN TERRY GPA

CASE NO. 2024-GPA-005



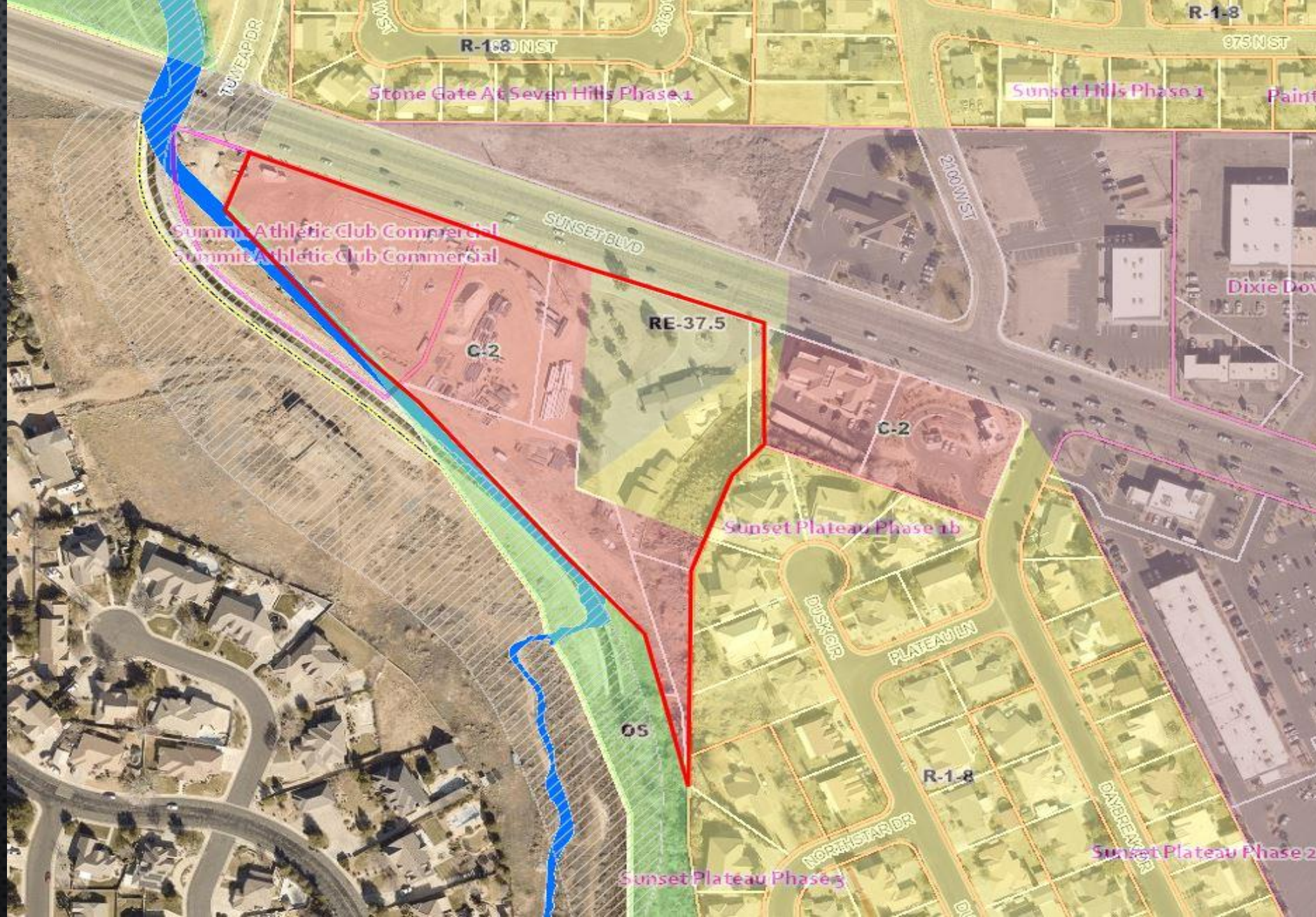


# LOCATION



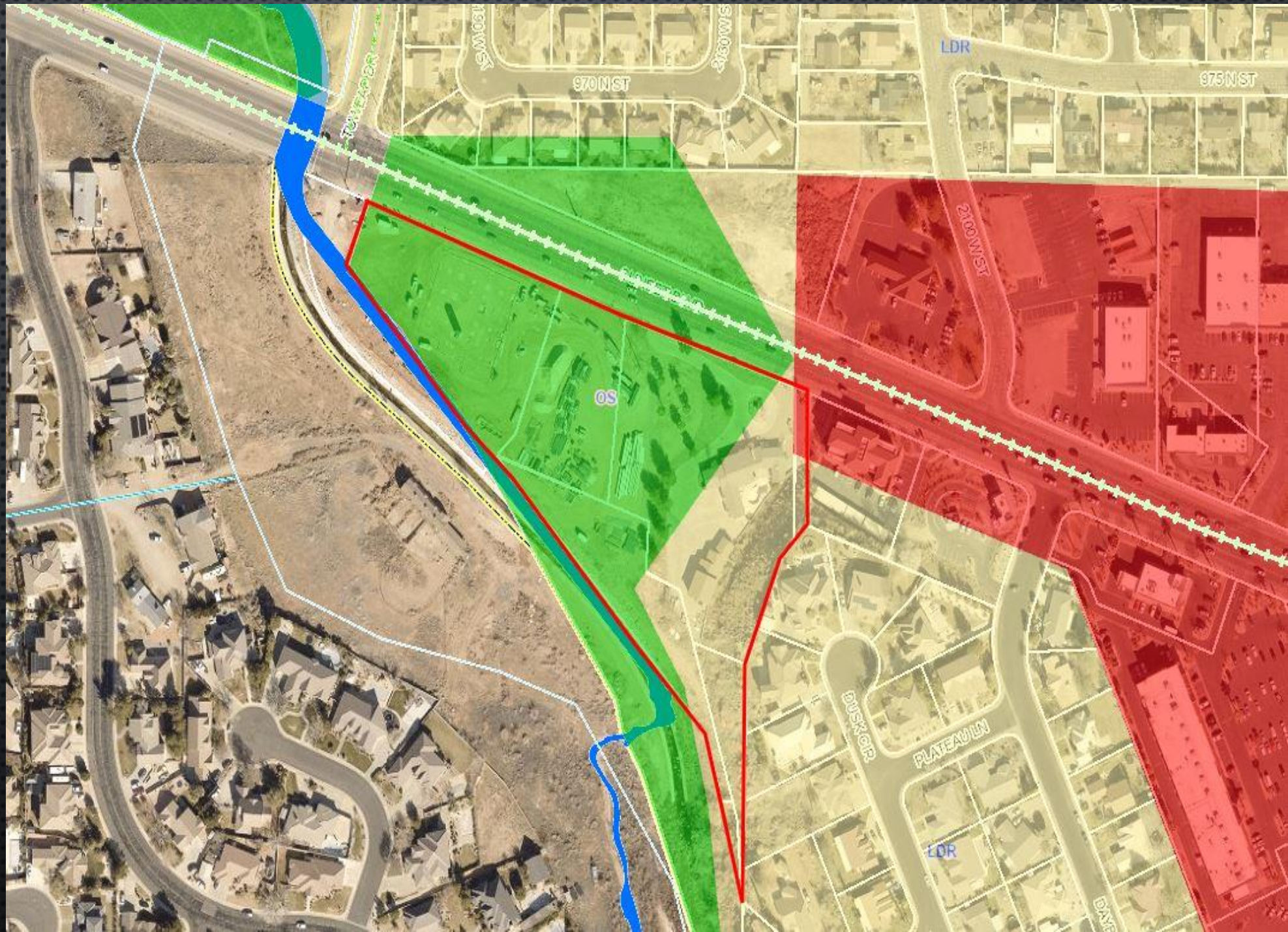


# ZONING





# GENERAL PLAN LAND USE DESIGNATION





# EXISTING GENERAL PLAN AREAS





# PROPOSED GENERAL PLAN AREA TO COMMERCIAL



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) & OS (OPEN SPACE) TO COM (COMMERCIAL) ON APPROXIMATELY 7.13 ACRES, LOCATED AT APPROXIMATELY 2121 W SUNSET BLVD FOR A PROJECT TO BE KNOWN AS DEAN TERRY GPA.**

(Dean Terry GPA)

**WHEREAS**, the property owner has requested to change the General Plan future land-use map from LDR (Low Density Residential) & OS (Open Space) to COM (Commercial) on approximately 7.13 acres located at approximately 2121 W Sunset Blvd for a project to be known as Dean Terry GPA; and

**WHEREAS**, the Planning Commission held a public hearing on the request on April 9, 2024 where the Planning Commission recommended approval with one conditions;

1) The southernmost portion of the proposal stay open space; and

**WHEREAS**, the City Council held a public meeting on this request on May 2, 2024; and

**WHEREAS**, the City Council has determined that the requested change to the City General Plan is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The City General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from LDR (Low Density Residential) & OS (Open Space) to COM (Commercial). The General Plan land use change and location are more specifically described on Exhibit “A” attached hereto and incorporated herein.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of May 2024.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder



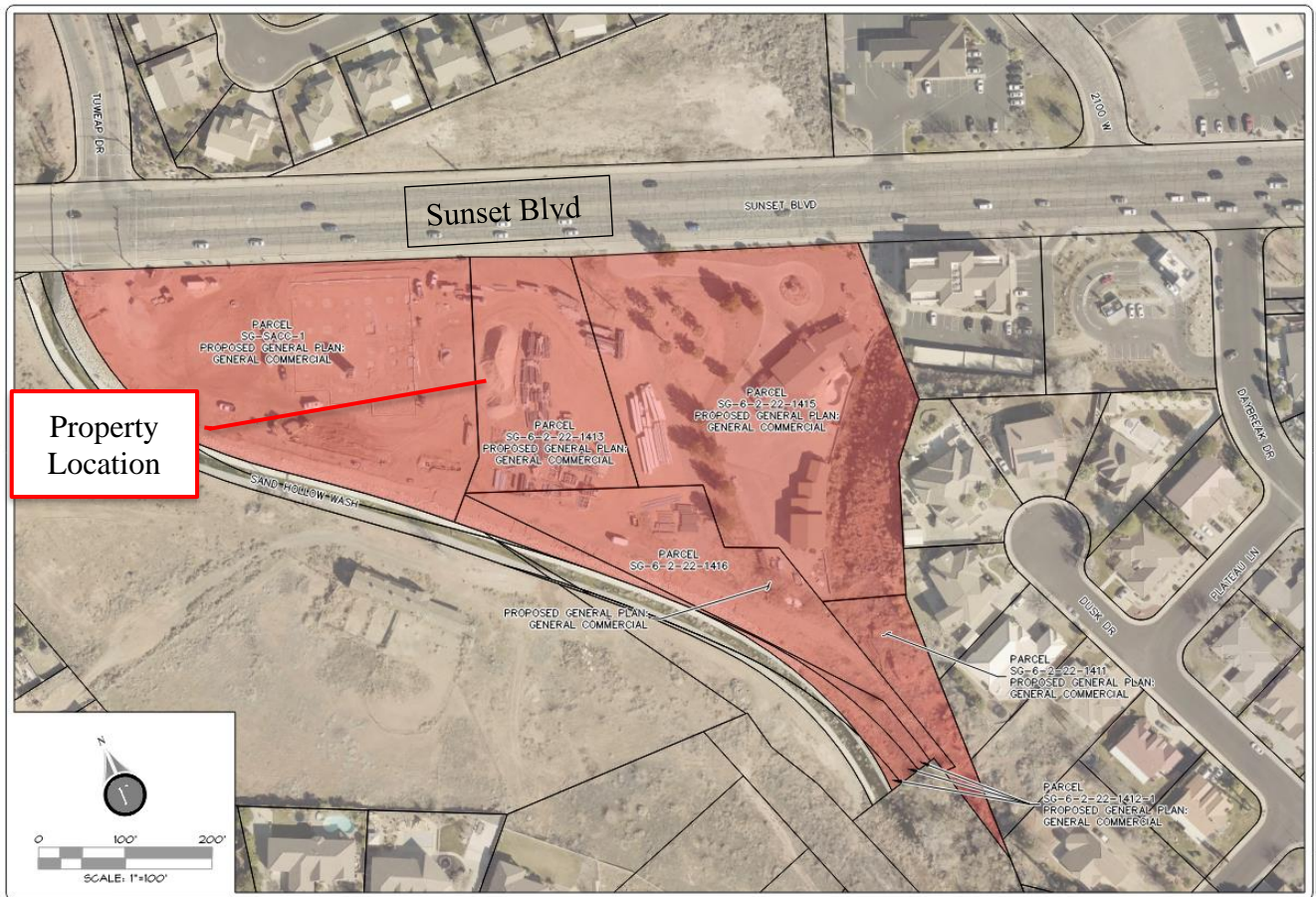
APPROVED AS TO FORM:  
City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

## Exhibit "A" – Parcel Exhibit



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 10

**Subject:**

Consider approval of Ordinance No. 2024-026 changing the general plan land-use map from RES (Residential), OS (Open Space), FP (Floodplain) and PK (Park) to COM (Commercial) and OS (Open Space). on approximately 115 acres. Case No. 2024-GPA-007.

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: DSG Engineering/Ken Miller

Reference Number: 2024-GPA-007

Address/Location:

Just southeast off of exit 7 along Southern Parkway and northeast of Airport Road.

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

This General Plan Amendment is for land generally located southeast off of exit 7 along Southern Parkway and northeast of Airport Road. The property is zoned CRM (Commercial Residential Mixed Use) and PD-R (Planned Development Residential). This application is to change the General Plan from RES (Residential), OS (Open Space), FP (Flood Plain) and PK (Park) to COM (Commercial) and OS (Open Space). The Planning Commission held a public hearing on April 9, 2024 and recommended approval.

**Staff Narrative (need/purpose):**

This proposal for the General Plan Amendment is in expectation of a proposed movie studio facility developed on a portion of the property. If this Amendment is approved the next step will be a zone change on the property.

**Name of Legal Dept approver:** Jamie Brackin

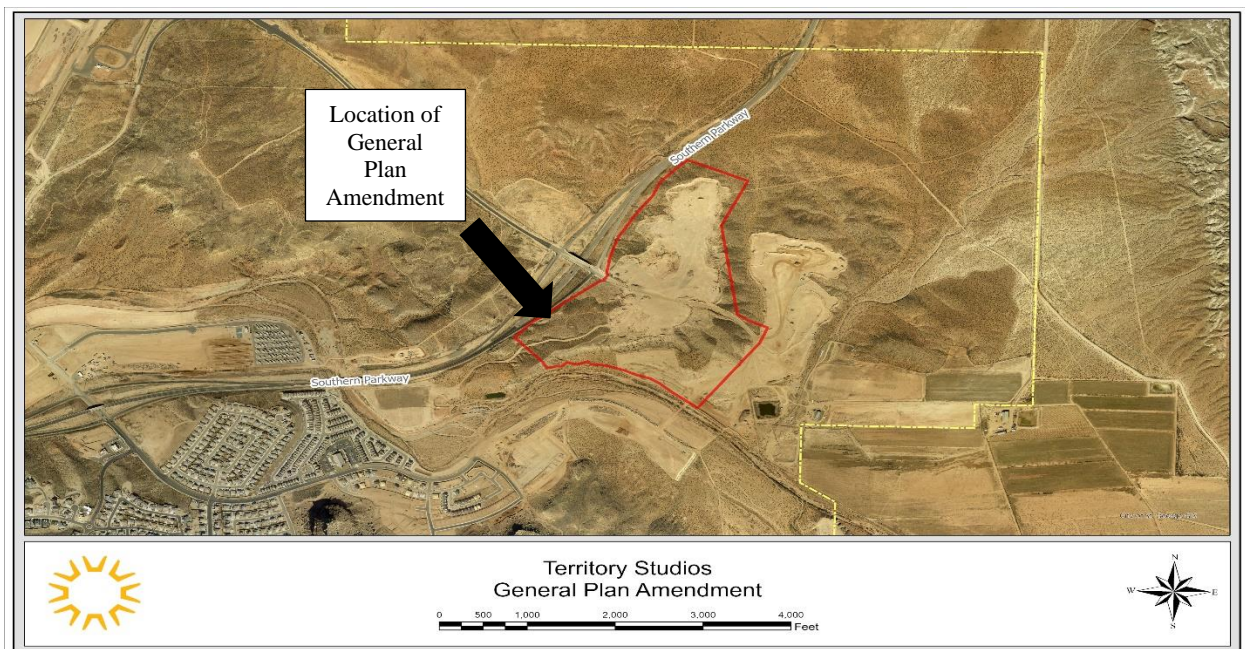
**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

On April 9, 2024 the Planning Commission held a public hearing on the Territory Studios proposal and recommended approval to the City Council with a vote of 6-0 and no conditions.



Territory Studios General Plan Amendment (Case No. 2024-GPA-007)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from RES (Residential), OS (Open Space), FP (Floodplain) and PK (Park) to COM (Commercial) and OS (Open Space). The portion to be added to the existing commercial is 50.80 acres and the overall total acreage of the project is approximately 115 acres located just southeast off of exit 7 along Southern Parkway and northeast of Airport Road for a project to be known as Territory Studios.
<b>Applicant:</b>	DSG Engineering
<b>Representative:</b>	Ken Miller
<b>Location:</b>	Just southeast off of exit 7 along Southern Parkway and northeast of Airport Road.
<b>Existing General Plan:</b>	RES (Residential), OS (Open Space), FP (Floodplain) and PK (Park).
<b>Proposed General Plan:</b>	COM (Commercial) and OS (Open Space).
<b>Existing Zoning:</b>	CRM (Commercial Mixed Use Residential) and PD-R (Planned Development Residential).
<b>Land Area:</b>	Approximately 115 acres



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment is for land generally located southeast off of exit 7 along Southern Parkway and northeast of Airport Road. The property is zoned CRM (Commercial Residential Mixed Use) and PD-R (Planned Development Residential). This application is to change the General Plan from RES (Residential), OS (Open Space), FP (Flood Plain) and PK (Park) to COM (Commercial) and OS (Open Space) in expectation of a proposed movie studio facility developed on a portion of the property. If the General Plan Amendment is approved the proposal will come back through with a rezone application.

**PLANNING COMMISSION:**

The Planning Commission reviewed this item and held a public hearing on April 9, 2024. There was no public comment at the meeting and the Planning Commission recommended approval of the proposal with no conditions.

**RECOMMENDATION:**

Staff recommends approval of the Territory Studios general plan amendment with no conditions.

**ALTERNATIVES:**

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

**POSSIBLE MOTION:**

The City Council approves the General Plan Amendment for Territory Studios with no conditions.

**FINDINGS FOR APPROVAL:**

1. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.

**Exhibit A**  
**Applicant's Narrative**

Narrative for Proposed General Plan Amendment and Zone Change  
Area West of Southern Parkway at Airport Parkway  
Desert Canyons Master Plan

A proposed General Plan Amendment and subsequent Zone Change includes the addition of approximately 50.8 acres to a commercial land use designation on the general plan, and a subsequent rezoning to Commercial Residential Mixed-Use (CRM). The total contiguous commercial use/CRM area would equal approximately 115 acres.

The proposed land use amendment and subsequent zone change is in anticipation of development plan submittals for a proposed movie studios project to be located within a portion of the affected area.



# TERRITORY STUDIOS

CASE No. 2024-GPA-007



# LOCATION

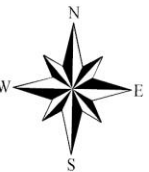


City of St. George GIS



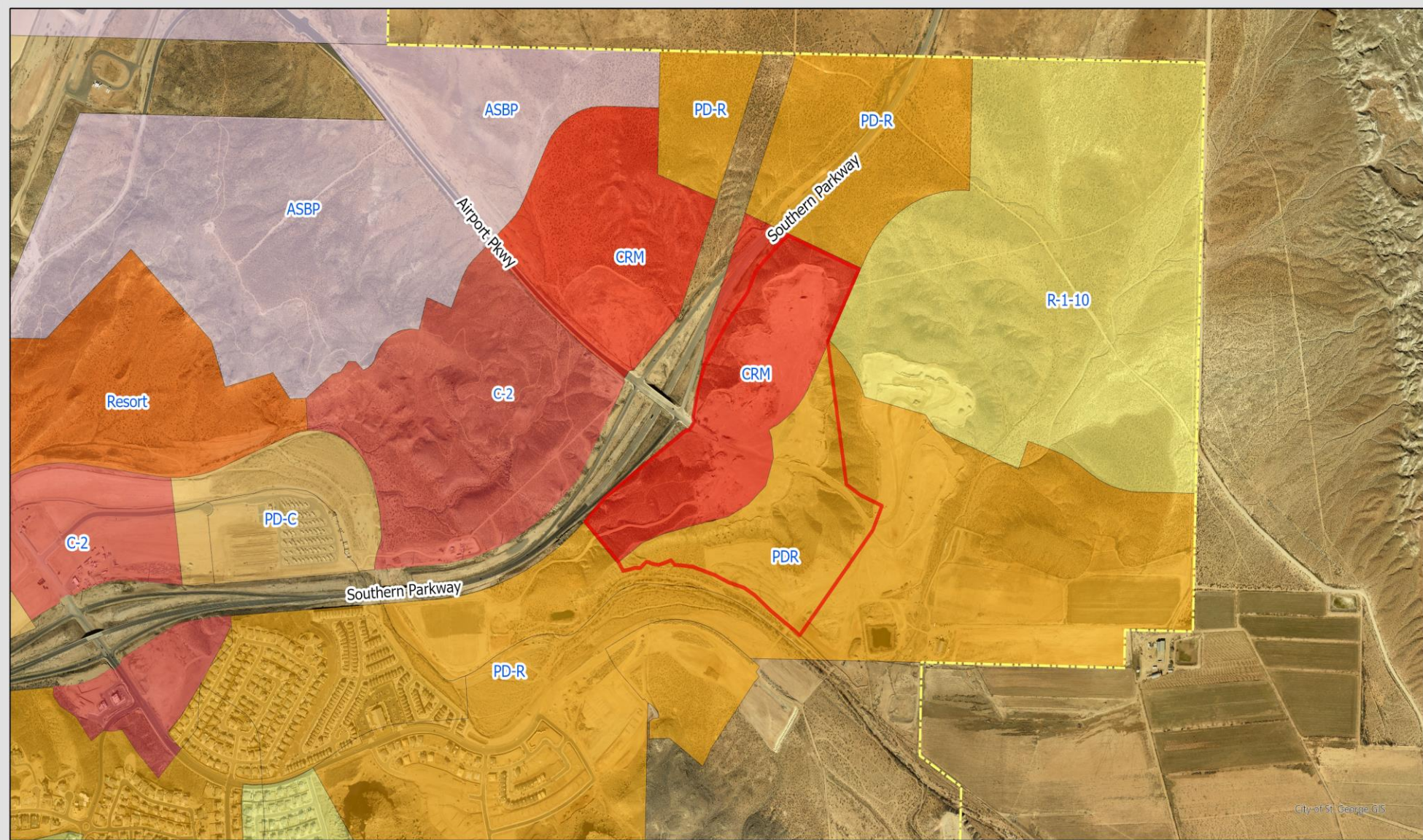
Territory Studios  
General Plan Amendment

0 500 1,000 2,000 3,000 4,000  
Feet

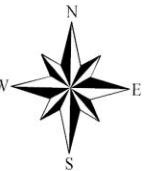




# ZONING

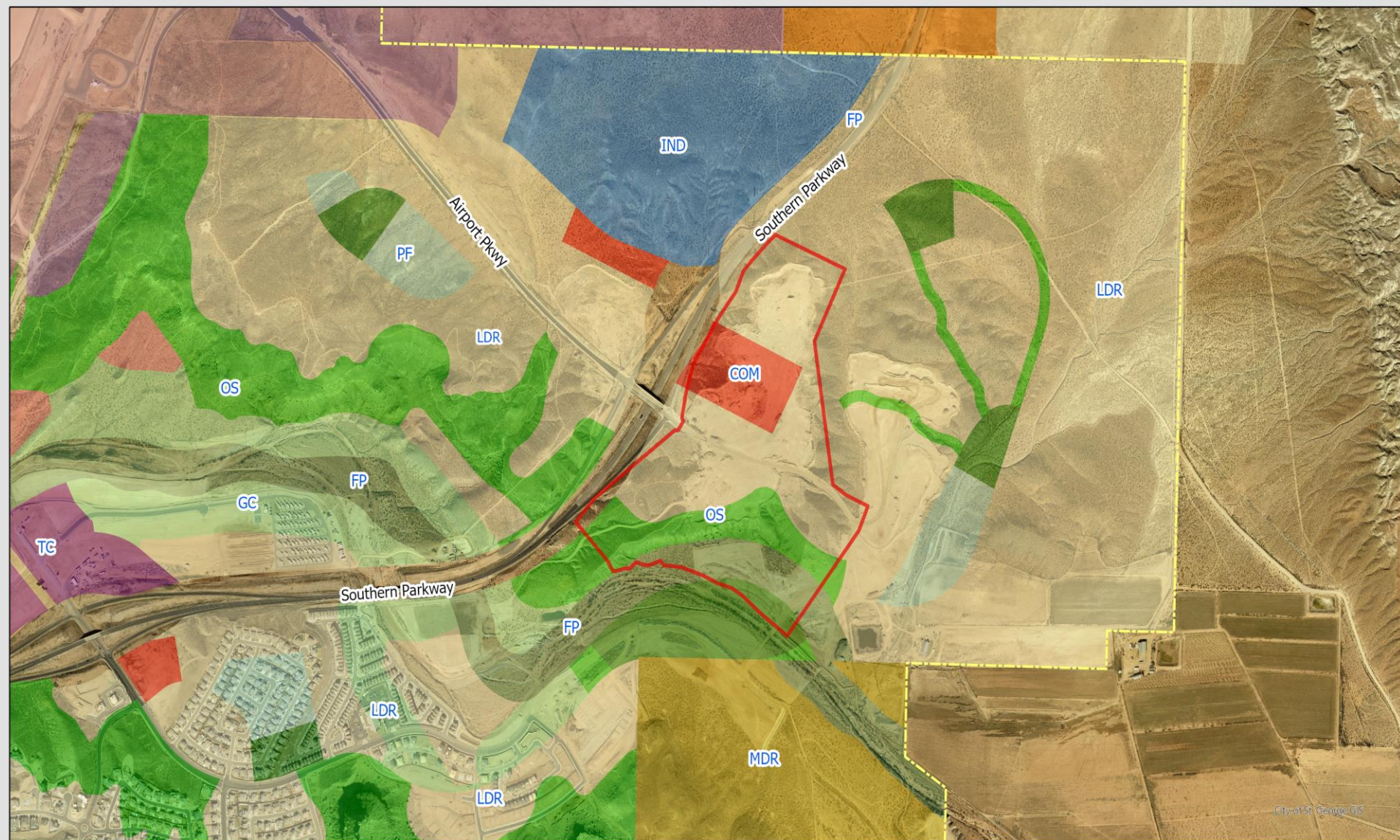


## Territory Studios General Plan Amendment





# GENERAL PLAN LAND USE DESIGNATION



Territory Studios  
General Plan Amendment





PROPOSED  
SITE



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM RES (RESIDENTIAL), OS (OPEN SPACE), FP (FLOODPLAIN), AND PK (PARK) TO COM (COMMERCIAL) & OS (OPEN SPACE) ON APPROXIMATELY 115 ACRES, LOCATED AT EXIT 7 ALONG SOUTHERN PKWY AND NORTHEAST OF AIRPORT RD FOR A PROJECT TO BE KNOWN AS TERRITORY STUDIOS.**

(Territory Studios)

**WHEREAS**, the property owner has requested to change the General Plan future land-use map from RES (Residential), OS (Open Space), FP (Floodplain) and PK (Park) to COM (Commercial) and OS (Open Space). on approximately 115 acres located at approximately southeast off exit 7 along Southern Parkway and northeast of Airport Road for a project to be known as Territory Studios; and

**WHEREAS**, the Planning Commission held a public hearing on the request on April 9, 2024 where the Planning Commission recommended approval with no conditions; and

**WHEREAS**, the City Council held a public meeting on this request on May 2, 2024; and

**WHEREAS**, the City Council has determined that the requested change to the City General Plan is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:

**Section 1. Repealer.** Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The City General Plan Map shall be amended upon the effective date of this Ordinance to reflect the change to the General Plan future land-use map from RES (Residential), OS (Open Space), FP (Floodplain) and PK (Park) to COM (Commercial) and OS (Open Space). The General Plan land use change and location are more specifically described on Exhibit “A” attached hereto and incorporated herein.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of May 2024.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder



APPROVED AS TO FORM:  
City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

### Exhibit "A" – Parcel Exhibit



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 11

**Subject:**

Consider approval of a Hillside Development permit to allow disturbance in over 20% slope areas. This application is a request to move dirt from the approved Rosewood Townhomes site to the Riverstone site. Case No. 2023-HS-009.

**Item at-a-glance:**

Staff Contact: Mike Hadley

Applicant Name: Tim Stewart

Reference Number: 2023-HS-009

Address/Location:

North of the Tonaquint Intermediate School and Rosewood Townhomes.

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

On August 23, 2023, the Hillside committee met on site for the hillside review. The applicant is proposing to move about 120,000 yards of dirt from the approved Rosewood Townhomes which is just south of the proposed location. The hillside committee met onsite and recommended approval of the proposal to move the dirt to this site. One of the discussion items was how to make the dirt blend into the site. The applicant and committee discussed the idea of tiering the dirt. The applicant said that none of the dirt would go above any of the existing mesas on the site. The Hillside committee recommended approval of the transfer of the dirt. The Planning Commission reviewed this on April 9, 2024 and recommended approval to the City Council.

**Staff Narrative (need/purpose):**

The Riverstone proposal is to move dirt from the proposed Rosewood Townhomes site which is directly south of the proposed area. If the Council decides to approve this proposal it would allow the trucks to move the dirt without having to access the Riverstone location on public roads.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

On April 9, 2024 the Planning Commission reviewed this item and recommended approval to the City Council with the condition that the applicant works with city staff on the long-term maintenance and the aesthetic appearance of the property once the work has been completed so that there is no scarring left.



HILLSIDE REVIEW BOARD AGENDA REPORT: **08/23/2023**  
 PLANNING COMMISSION AGENDA REPORT: **04/09/2024**  
 CITY COUNCIL AGENDA REPORT: **05/02/2024**

<b>Riverstone</b> Hillside Development Permit (Case No. 2023-HS-009)		
<b>Request:</b>	Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas. This application is a request to move dirt from the approved Rosewood Townhomes site to the Riverstone site.	
<b>Applicant:</b>	Tim Stewart	
<b>Representative:</b>	Tim Stewart	
<b>Location:</b>	North of the Tonaquint Intermediate School and Rosewood Townhomes.	
<b>General Plan:</b>	VLDR (Very Low Density Residential)	
<b>Existing Zoning:</b>	R-1-10 (Single Family Residential 10,000 sq ft lots), R-1-8 (Single Family Residential 8,000 sq ft lots).	
<b>Surrounding Zoning:</b>	North	PD-R (Planned Development Residential).
	South	R-1-8 (Single Family Residential 8,000 sq ft lots).
	East	R-1-10 (Single Family Residential 10,000 sq ft lots). PD-R (Planned Development Residential)
	West	M & G (Mining & Grazing).
<b>Land Area:</b>		



### **PLANNING COMMISSION**

The Planning Commission reviewed this item on April 9, 2024. The Planning Commission recommended approval to the City Council with the condition that the applicant works with city staff on the long-term maintenance and the aesthetic appearance of the property once the work has been completed.

### **REVIEW**

On August 23, 2023, the Hillside committee met on site for the hillside review. The applicant is proposing to move about 120,000 yards of dirt from the approved Rosewood Townhomes which is just south of the proposed location. The hillside committee met onsite and recommended approval of the proposal to move the dirt to this site. One of the discussion items was how to make the dirt blend into the site. The applicant and committee discussed the idea of tiering the dirt. The applicant said that none of the dirt would go above any of the existing mesas on the site. The Hillside committee recommended approval of the transfer of the dirt.

### **APPLICABLE ORDINANCE(S) (Selected portions)**

#### **10-13A-1: Density and Disturbance Standards**

- A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas) to less steep slopes or more safe development areas (receiving areas), within a development.
- B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.
- C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.
- D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.
- E. A proposed development may not disturb slopes in excess of forty percent (40%).

#### **10-13A-2: Slope and Slope Areas Determined**

- A. Slope shall be determined for each significant portion of development parcel.
- B. *Procedure:* The applicant shall map the location of the natural slope by using the following procedure:

1. *Preparation of Contour Maps:* The applicant shall submit an accurate, current contour map, prepared and certified by a licensed professional engineer or surveyor, which shows all land contours at intervals no greater than five feet (5'), drawn at a one-inch equals one hundred feet (1" = 100') scale maximum.
  2. *Verification through Field Surveys:* The city engineer or designee may require the applicant to submit a field survey to verify the accuracy of the contour map.
- C. *Determination of Slope Areas:* Using the contour map, natural slopes shall be calculated using points identified as natural slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%), and shall be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining project density. Small washes or outcrops, which have slopes distinctly different from surrounding property, and are not part of the contiguous topography, may be excluded from the slope determination.

#### **EXHIBITS PROVIDED**

1. Exhibit A – Mass Grading Plan  
“Exhibit A” in the packet shows the grading plan.
2. Exhibit B – Slope Analysis  
“Exhibit B” in the packet is an analysis of the slope.

#### **RECOMMENDATION**

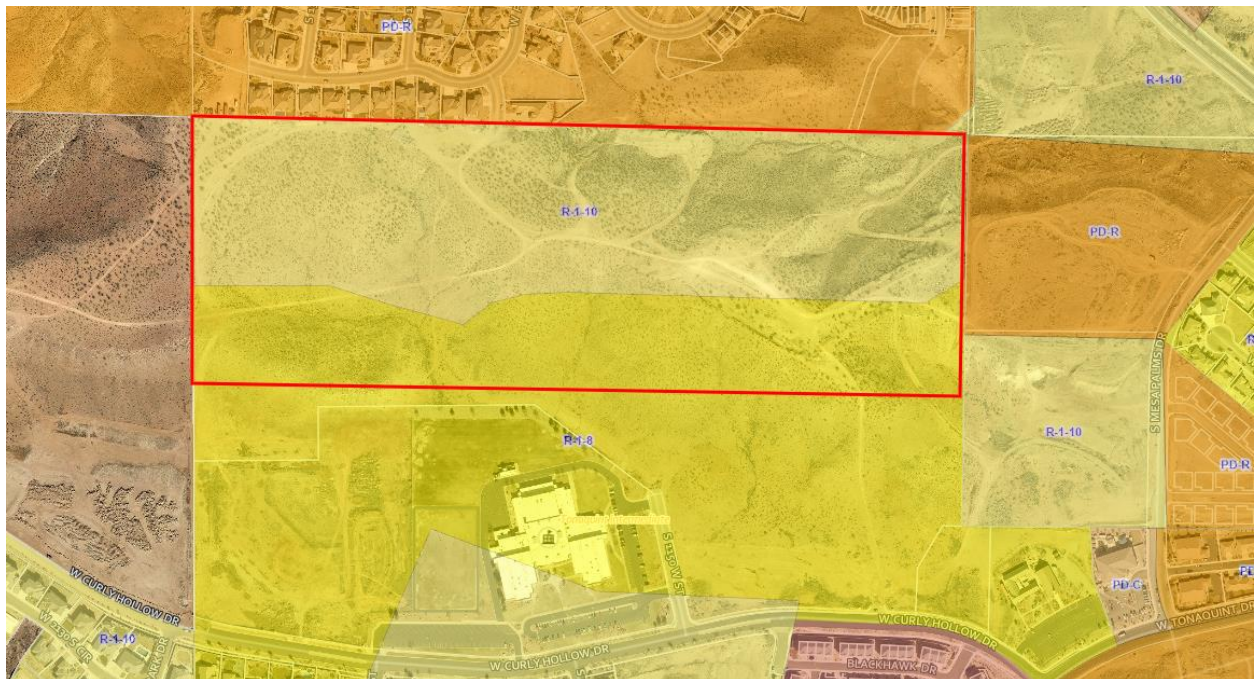
The Planning Commission recommended approval of the Riverstone Hillside project.



## General Plan – VLDR-Very Low Density Residential



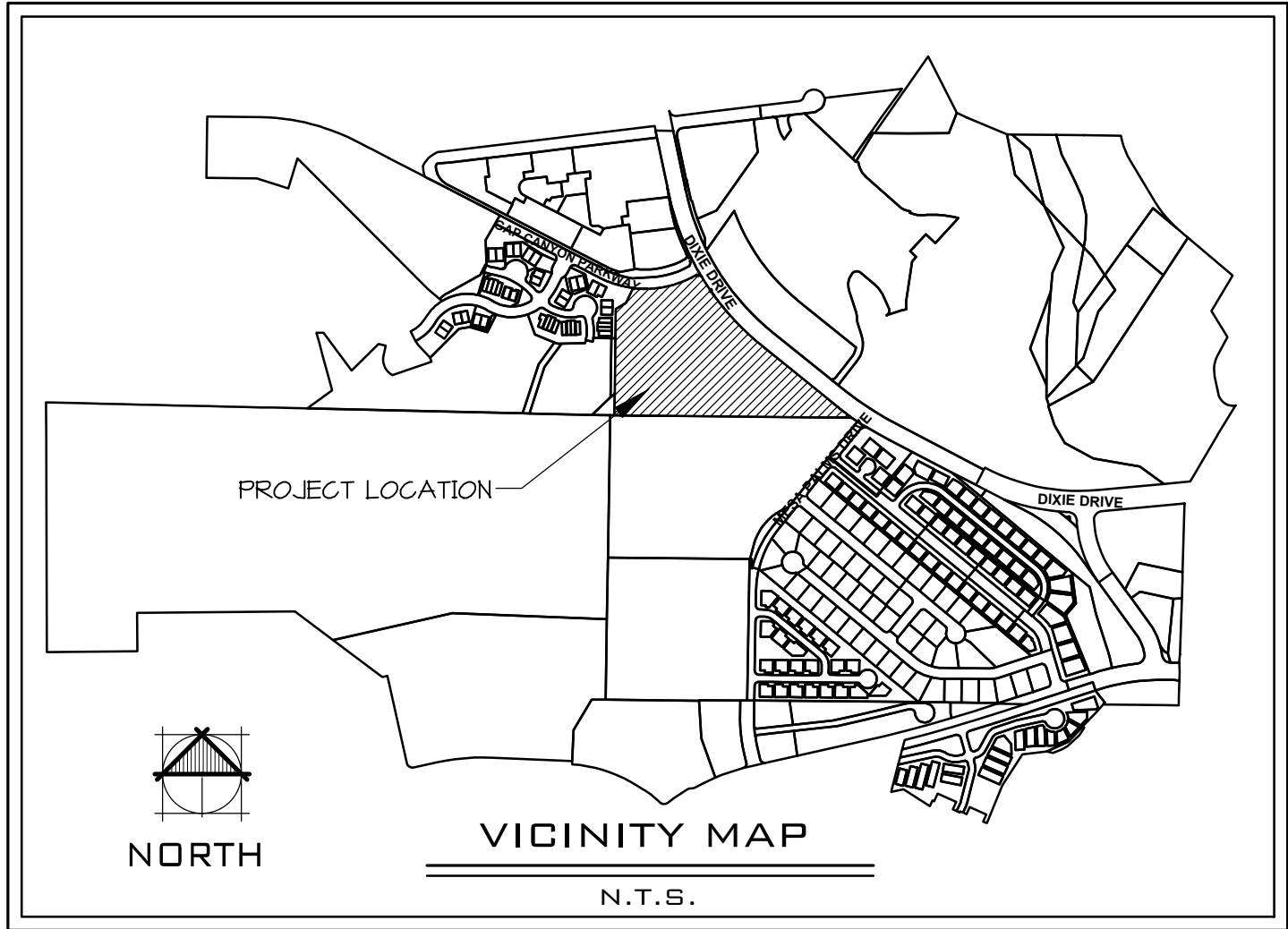
## Zoning – R-1-10-(Single Family Residential 10,000 sq ft lots) & R-1-1-8 (Single Family Residential 8,000 sq ft lots.)



**EXHIBIT A**  
**Mass Grading Plan**

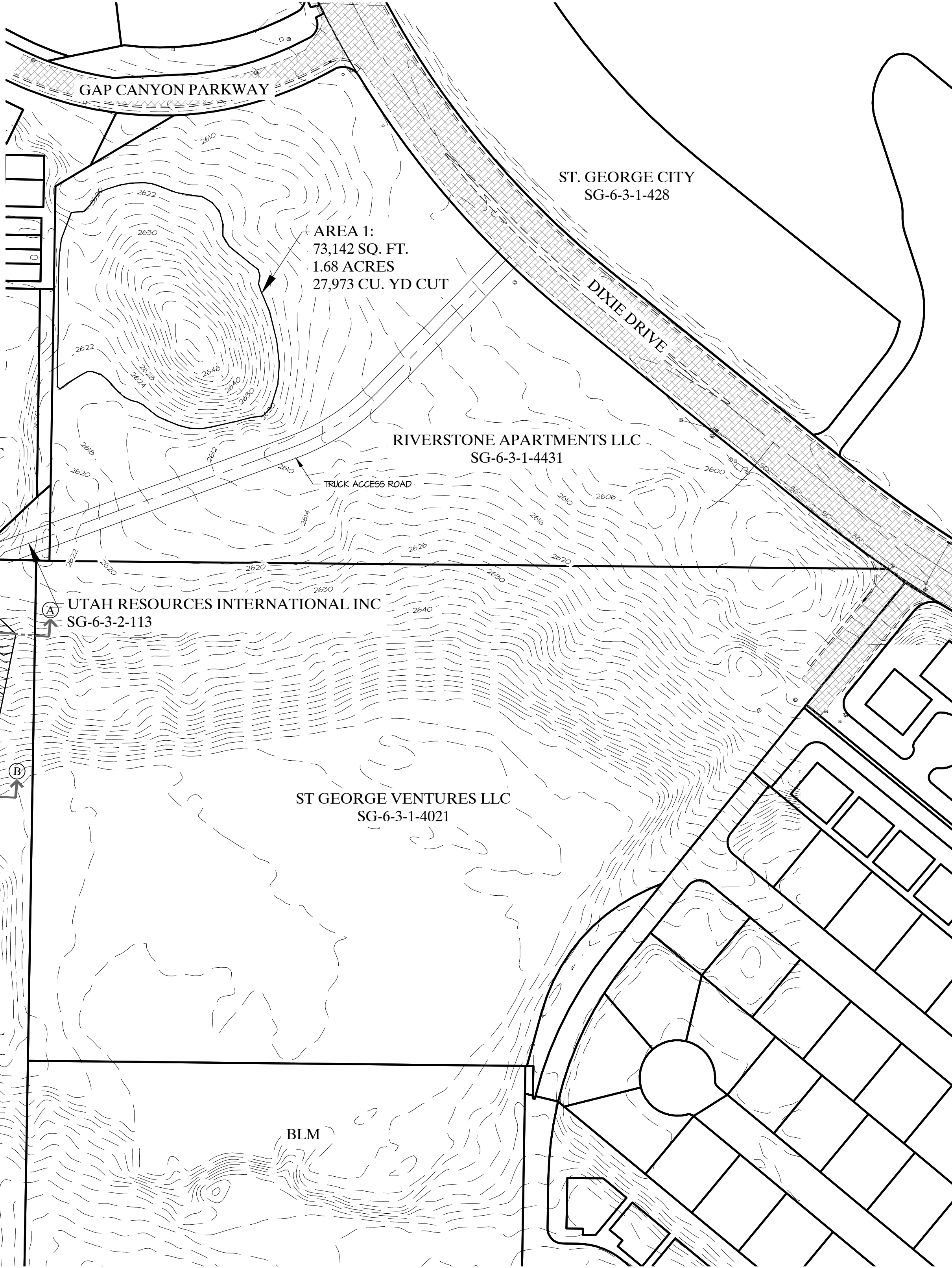
**EXHIBIT B**  
**Slope Analysis Map**





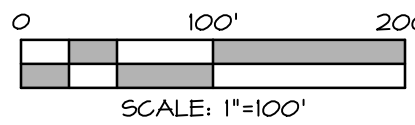
GRADING NOTES:

1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF ST. GEORGE, SPECIFICALLY APPENDIX 33 OF THE "UNIFORM BUILDING CODE," 1994 EDITION FOR FEE SCHEDULES, APPENDIX K OF THE "UTAH UNIFORM BUILDING STANDARD ACT RULES" FOR GRADING, EXCAVATION AND EARTHWORK CONSTRUCTION AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY PREPARED BY LANDMARK TESTING & ENGINEERING, 795 EAST FACTORY DRIVE, ST. GEORGE, UTAH 84740.
2. THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
3. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL STRUCTURAL FILL SHALL BE PLACED IN 8 INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).
4. ALL EXCAVATIONS, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.



Know what's below.  
Call before you dig.

NOTED: UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR DEPTH INACCURACIES.



LEGEND

- EXISTING CONT-MJR
- EXISTING CONT-MNR
- PROPOSED CONT-MJR
- PROPOSED CONT-MNR

AREA 1 EARTHWORK VOLUMES:

28,033 (C) CU. YD. CUT  
60 (F) CU. YD. FILL  
27,973 (C) CU. YD. NET

AREA 2 EARTHWORK VOLUMES:

171,903 (F) CU. YD. FILL  
353 (C) CU. YD. CUT  
171,550 (F) CU. YD. NET

THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMs), OR SURFACES. THE EXISTING GROUND SURFACE AND THE PROPOSED FINISHED GROUND SURFACE. THIS COMPARISON IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS AND DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEO-TECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARIFYING, AND ADJUSTMENT FOR ALL IMPROVEMENTS NOT ACCOUNTED FOR IN THE FINISHED GROUND SURFACE, INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES, ADDITIONAL CONSULTATIONS WITH THE GEO-TECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.

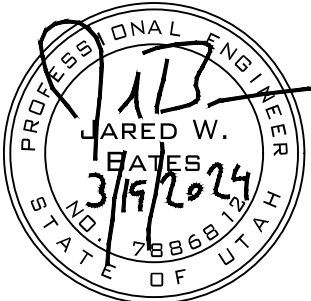
THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMs), OR SURFACES. THE EXISTING GROUND SURFACE AND THE PROPOSED FINISHED GROUND SURFACE. THIS COMPARISON IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS AND DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEO-TECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARIFYING, AND ADJUSTMENT FOR ALL IMPROVEMENTS NOT ACCOUNTED FOR IN THE FINISHED GROUND SURFACE, INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES, ADDITIONAL CONSULTATIONS WITH THE GEO-TECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.

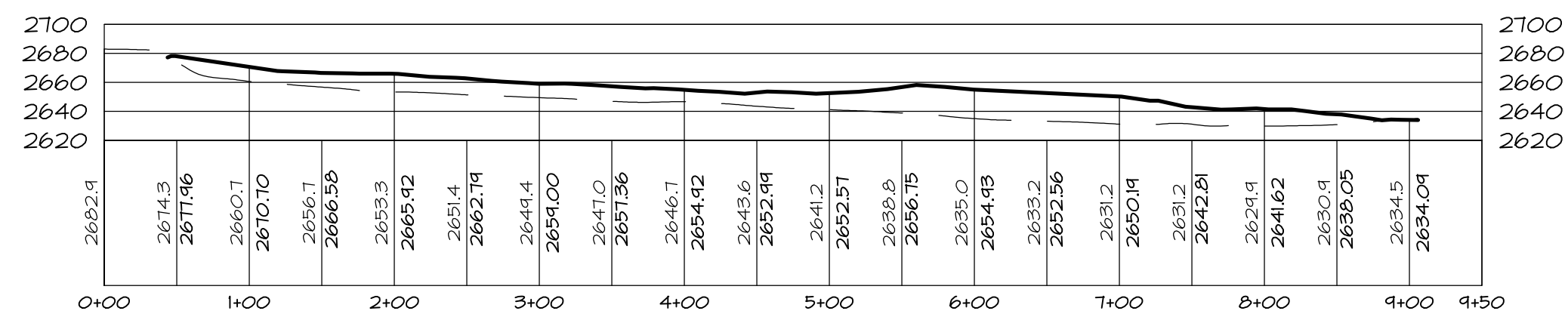
DATE:	3/14/24
JOB NO.:	13214-22-002
DESIGNED BY:	DMH
CHECKED BY:	JWB
DWG:	CLAY FILL PLAN
DATE:	
REVISIONS:	

**ROSENBERG**  
A S S O C I A T E S  
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2  
St. George, Utah 84790  
Ph (435) 673-8500, Fx (435) 673-8397  
www.racivil.com

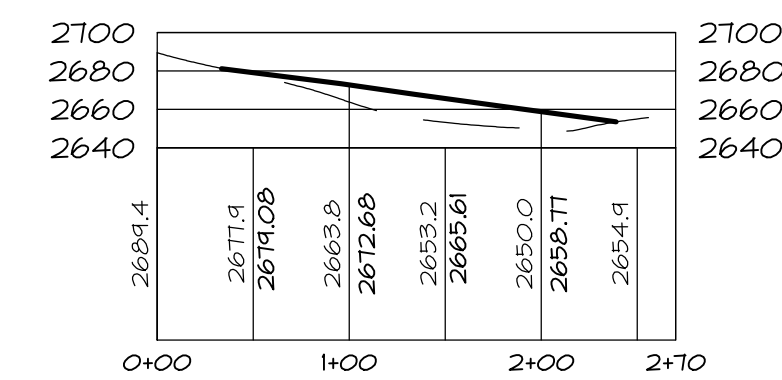
MASS GRADING PLAN  
FOR  
SG-6-3-2-2001  
ST. GEORGE  
UTAH





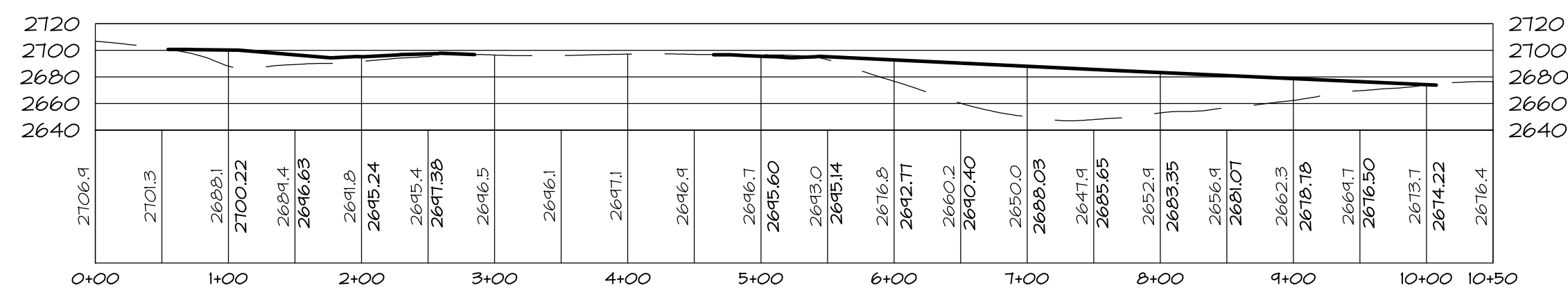
SECTION A-A

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'



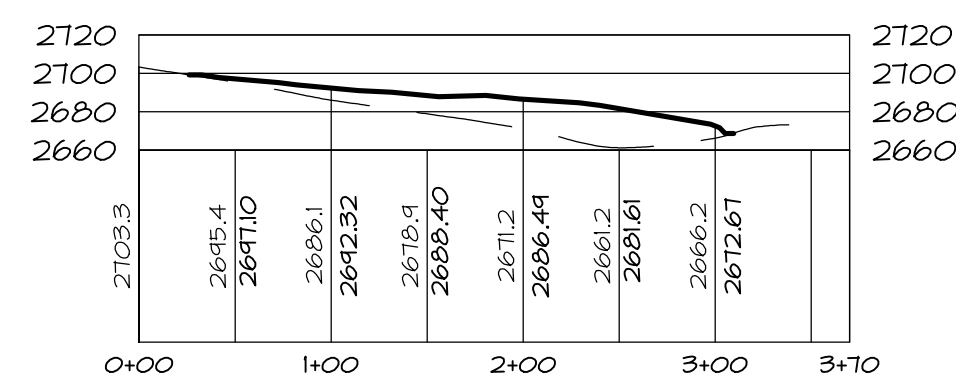
### SECTION D-D

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'



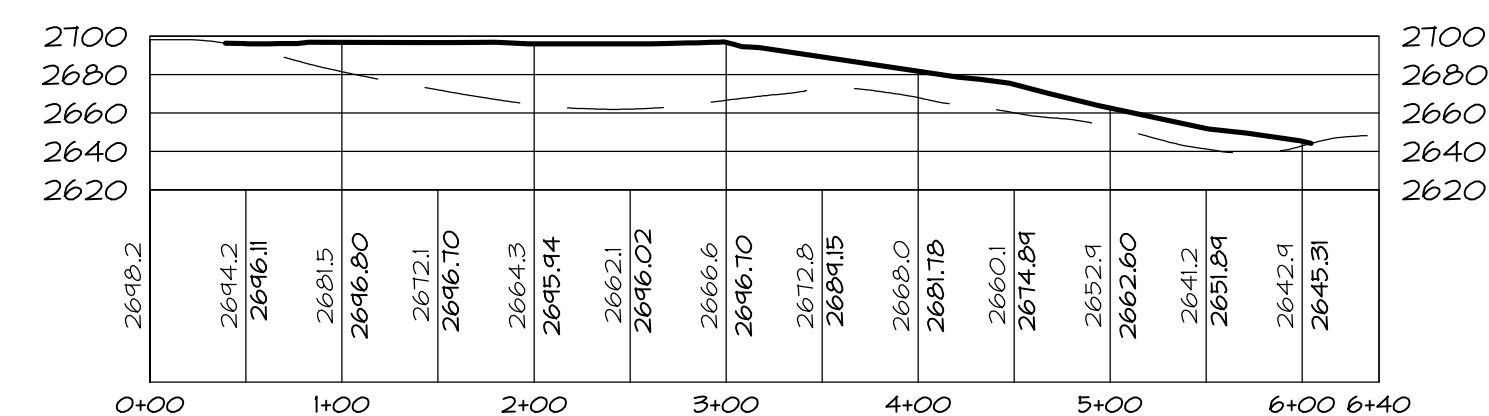
## SECTION B-B

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'



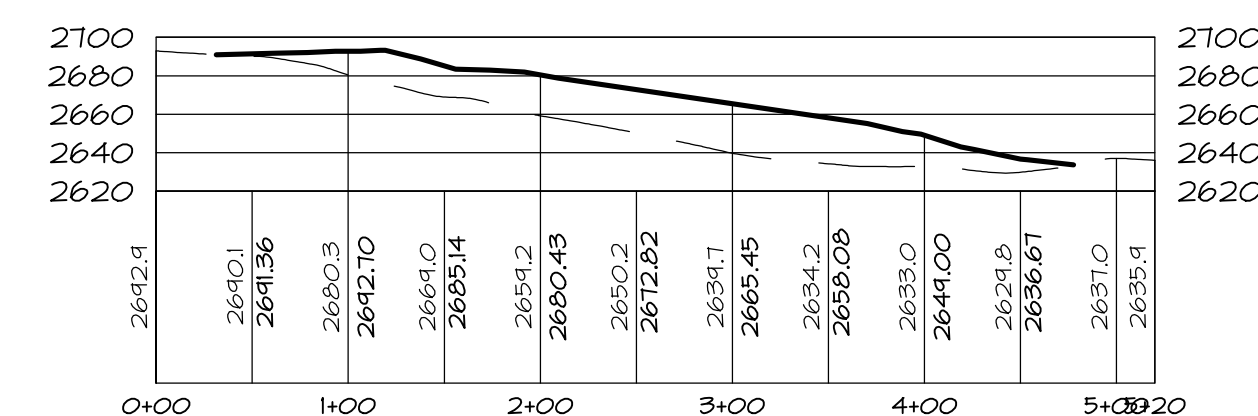
SECTION C-C

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'



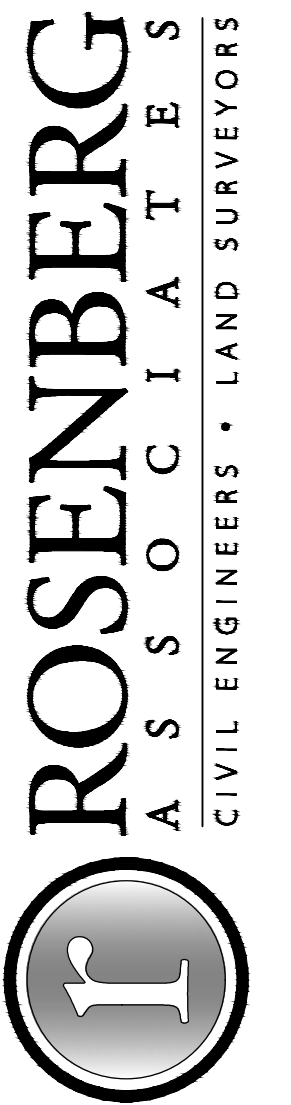
## SECTION E-E

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'



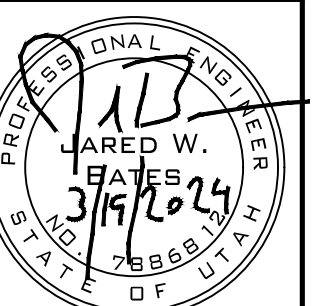
## SECTION F-F

HORIZ. SCALE = 1" = 100'  
VER. SCALE = 1" = 100'

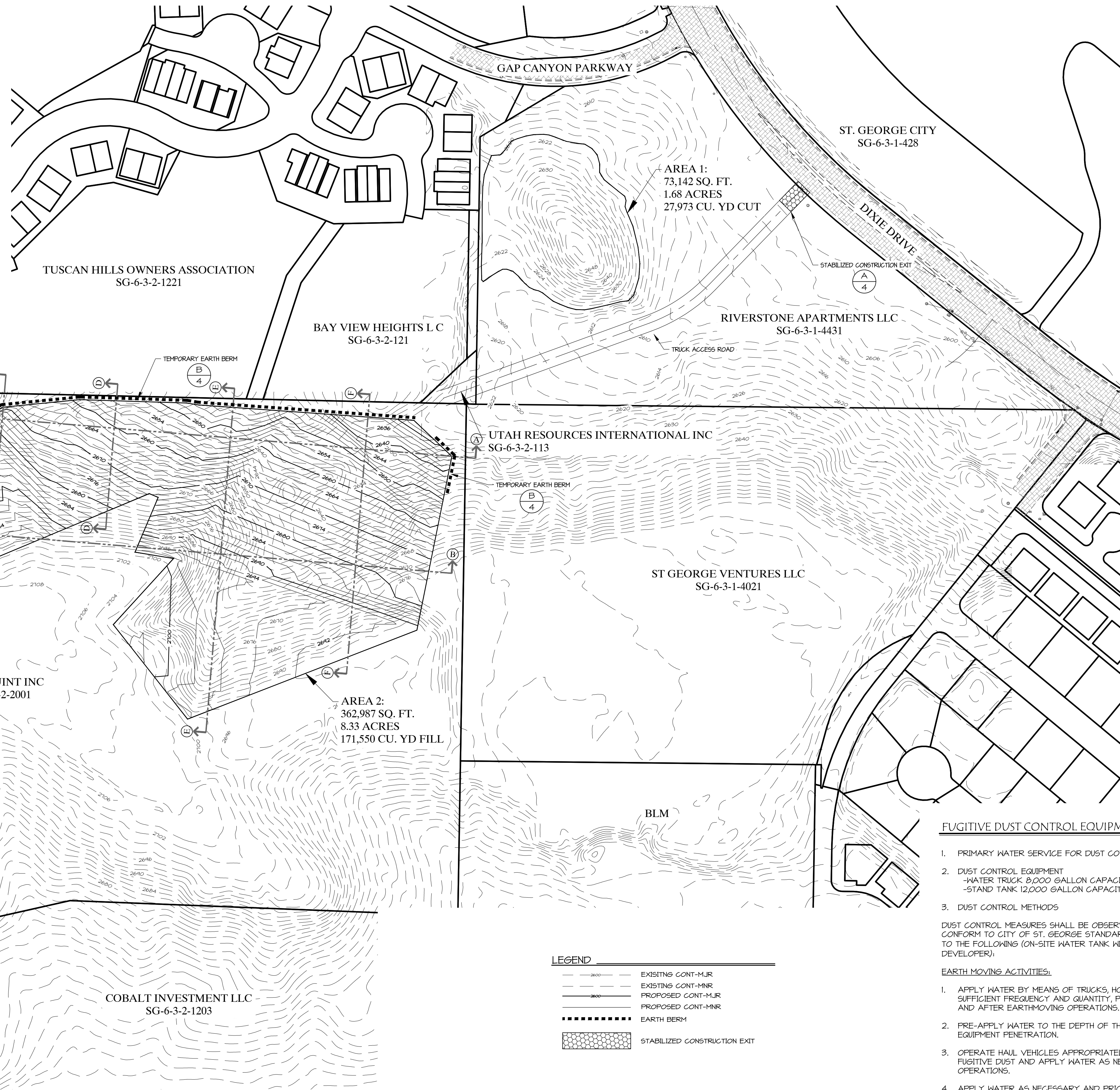
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GRADING CROSS SECTIONS  
FOR  
SG-6-3-2-2001  
ST. GEORGE  
UTAH








- FUGITIVE DUST CONTROL EQUIPMENT + METHODS**
1. PRIMARY WATER SERVICE FOR DUST CONTROL - TBD
  2. DUST CONTROL EQUIPMENT
    - WATER TRUCK 8,000 GALLON CAPACITY OR
    - STAND TANK 12,000 GALLON CAPACITY
  3. DUST CONTROL METHODS
- DUST CONTROL MEASURES SHALL BE OBSERVED AT ALL TIMES AND MUST CONFORM TO CITY OF ST. GEORGE STANDARDS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING (ON-SITE WATER TANK WILL BE PROVIDED BY THE DEVELOPER):
- EARTH MOVING ACTIVITIES:**
1. APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS, AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING, AND AFTER EARTHMOVING OPERATIONS.
  2. PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
  3. OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.
  4. APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
- DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:**
5. WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST, AND PRIOR TO EXPECTED WIND EVENTS.
  6. INSTALL FENCING-BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.
- 24 HOUR CONTACT: TBD

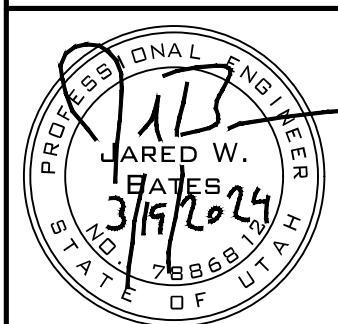
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**ROSENBERG**  
ASSOCIATES  
CIVIL ENGINEERS • LAND SURVEYORS



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EROSION CONTROL PLAN  
FOR  
SG-6-3-2-2001  
ST. GEORGE  
UTAH

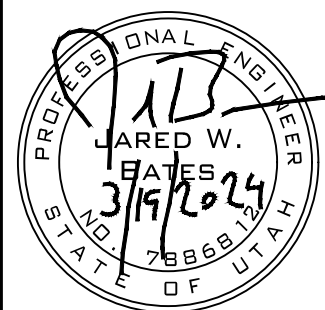




DATE	REVISIONS



EROSION CONTROL NOTES & DETAILS  
FOR  
SG-6-3-2-2001  
ST. GEORGE  
UTAH



EROSION & SEDIMENTATION CONTROL NOTES:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.

2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO AN ANTICIPATED STORM EVENT, OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.

3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, EARTHEN BERM, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFFSITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE CITY STORM SEWER SYSTEM.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.

6. EXCEPT AS PROVIDED IN (A), (B) AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

(A) WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.  
(B) WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.  
(C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10 TO 20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.

7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.

8. NOT USED

9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE CITY OF SANTA CLARA PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES.

10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION. PLEASE NOTE THAT CONTOURS SHOWN ON THIS PLAN ARE FINISH GRADES.

11. THE CONTRACTOR SHALL AMEND THE STORM WATER MANAGEMENT PLAN (SWPPP) WHENEVER:

(A) THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;  
(B) INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART III.D. OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY;  
(C) A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2. OF THE PERMIT.

12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.

13. THE TOTAL AREA TO BE DISTURBED CONTAINS 8.33 ACRES.

14. PROJECT SITE IS TRIBUTARY TO THE SANTA CLARA RIVER.

15. THERE ARE NO EXISTING WATER SURFACE FEATURES AFFECTED BY THIS PROJECT.

16. DUST CONTROL-CONSTRUCTION TRAFFIC MUST ENTER AND EXIT THE SITE AT THE STABILIZED CONSTRUCTION EXIT. THE PURPOSE IS TO TRAP DUST AND MUD THAT WOULD OTHERWISE BE CARRIED OFF-SITE BY CONSTRUCTION TRAFFIC.

17. WATER TRUCKS WILL BE USED AS NEEDED DURING CONSTRUCTION TO REDUCE DUST GENERATED ON THE SITE. DUST CONTROL MUST BE PROVIDED BY THE GENERAL CONTRACTOR TO A DEGREE THAT IS ACCEPTABLE TO THE CONSTRUCTION MANAGER OR ON-SITE OWNER REPRESENTATIVE, AND IN COMPLIANCE WITH APPLICABLE LOCAL AND STATE DUST CONTROL REGULATIONS. AFTER CONSTRUCTION, THE SITE WILL BE PERMANENTLY STABILIZED (AS DESCRIBED ELSEWHERE), WHICH WILL REDUCE THE POTENTIAL FOR DUST GENERATION.

18. BETWEEN THE TIME THE SWPPP IS IMPLEMENTED AND FINAL SITE STABILIZATION IS ACHIEVED, ALL DISTURBED AREAS AND POLLUTANT CONTROLS MUST BE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL OF 0.25 INCHES OR GREATER. THE PURPOSE OF SITE INSPECTIONS IS TO EVALUATE OVERALL POLLUTANT CONTROL SYSTEM PERFORMANCE. THE GENERAL CONTRACTOR'S DESIGNATED REPRESENTATIVE WILL CONDUCT THE INSPECTIONS. BASED ON THESE INSPECTIONS, THE GENERAL CONTRACTOR WILL DECIDE WHETHER IT IS NECESSARY TO MODIFY THIS SWPPP, ADD OR RELOCATE SEDIMENT BARRIERS, OR WHATEVER ELSE MAY BE NEEDED IN ORDER TO PREVENT POLLUTANTS FROM LEAVING THE SITE VIA STORM WATER RUNOFF. THE GENERAL CONTRACTOR HAS THE DUTY TO CAUSE POLLUTANT CONTROL MEASURES TO BE REPAIRED, MODIFIED, MAINTAINED, SUPPLEMENTED, OR WHATEVER ELSE IS NECESSARY IN ORDER TO ACHIEVE EFFECTIVE POLLUTANT CONTROL.

EXAMPLES OF PARTICULAR ITEMS TO EVALUATE DURING SITE INSPECTIONS ARE LISTED BELOW. THIS LIST IS NOT INTENDED TO BE COMPREHENSIVE. DURING EACH INSPECTION THE INSPECTOR MUST EVALUATE OVERALL POLLUTANT CONTROL SYSTEM PERFORMANCE AS WELL AS PARTICULAR DETAILS OF INDIVIDUAL SYSTEM COMPONENTS. ADDITIONAL FACTORS SHOULD BE CONSIDERED AS APPROPRIATE TO THE CIRCUMSTANCES.

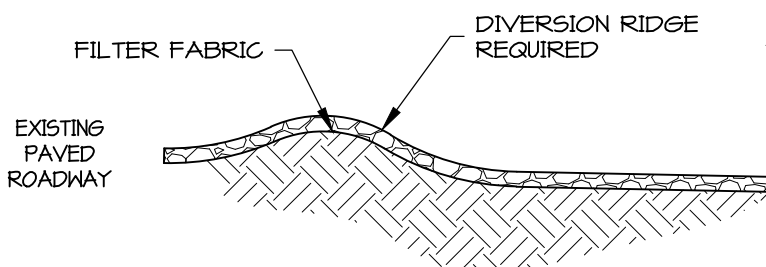
(A) LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING. A STABILIZED CONSTRUCTION EXIT WILL BE CONSTRUCTED WHERE VEHICLES EXIT AND ENTER THE PROJECT. THIS EXIT WILL BE MAINTAINED OR SUPPLEMENTED AS NECESSARY TO PREVENT SEDIMENT FROM LEAVING THE SITE ON VEHICLES.  
(B) SEDIMENT BARRIERS AND FENCES MUST BE INSPECTED AND, IF NECESSARY, THEY MUST BE ENLARGED OR CLEANED IN ORDER TO PROVIDE ADDITIONAL CAPACITY. ALL MATERIAL EXCAVATED FROM BEHIND SEDIMENT BARRIERS WILL BE STOCKPILED ON THE UP SLOPE SIDE. ADDITIONAL SEDIMENT BARRIERS / FENCES SHALL BE INSTALLED AS NEEDED.  
(C) INSPECTIONS WILL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS WHICH ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. THE MATERIALS MUST BE COVERED, OR ORIGINAL COVERING MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED, AS NEEDED, IN ORDER TO CONTAIN RUNOFF FROM MATERIAL STORAGE AREAS.  
(D) GRASSSED AREAS WILL BE INSPECTED TO CONFIRM THAT A HEALTHY STAND OF GRASS IS MAINTAINED. THE SITE IS TO ACHIEVE FINAL STABILIZATION ONCE ALL AREAS ARE COVERED WITH BUILDING FOUNDATION OR PAVEMENT, OR HAVE A STAND OF MATURE GRASS WITH AS LEAST TO PERCENT UNIFORM DENSITY. THE DENSITY OF 10 PERCENT OR GREATER MUST BE MAINTAINED TO BE CONSIDERED AS STABILIZED. AREAS MUST BE WATERED, FERTILIZED, AND RESEEDDED AS NEEDED TO ACHIEVE THIS GOAL.  
(E) ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS.

19. BASED ON INSPECTION RESULTS, ANY MODIFICATION NECESSARY TO INCREASE EFFECTIVENESS OF THIS SWPPP TO AN ACCEPTABLE LEVEL MUST BE MADE WITHIN SEVEN CALENDAR DAYS OF THE INSPECTION. THE INSPECTION REPORTS MUST BE COMPLETED ENTIRELY AND ADDITIONAL REMARKS SHOULD BE INCLUDED IF NEEDED TO FULLY DESCRIBE A SITUATION. AN IMPORTANT ASPECT OF THE INSPECTION REPORT IS THE DESCRIPTION OF ADDITIONAL MEASURES THAT NEED TO BE TAKEN TO ENHANCE PLAN EFFECTIVENESS. THE INSPECTION REPORT MUST IDENTIFY WHETHER THE SITE WAS IN COMPLIANCE WITH THE SWPPP AT THE TIME OF INSPECTION AND SPECIFICALLY IDENTIFY ALL INCIDENTS OF NON-COMPLIANCE.

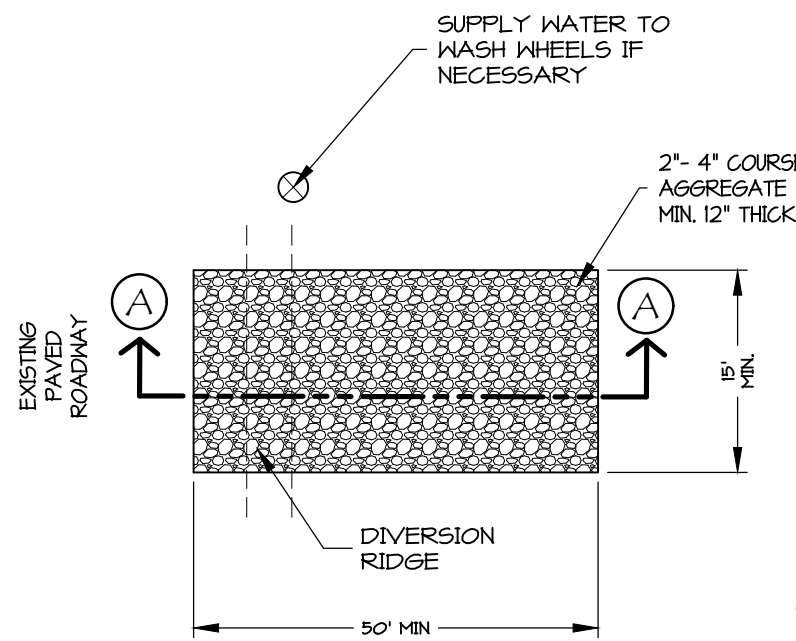
20. INSPECTION REPORTS MUST BE KEPT ON FILE BY THE CITY OF SANTA CLARA AS AN INTEGRAL PART OF THIS SWPPP FOR AT LEAST THREE YEARS FROM THE DATE OF COMPLETION OF THE PROJECT.

21. IT IS THE RESPONSIBILITY OF THE CITY OF SANTA CLARA TO ASSURE THE ADEQUACY OF SITE POLLUTANT DISCHARGE CONTROLS. ACTUAL PHYSICAL SITE CONDITIONS OR CONTRACTOR PRACTICES COULD MAKE IT NECESSARY TO INSTALL MORE STRUCTURAL CONTROLS THAN ARE SHOWN ON THE PLANS. (FOR EXAMPLE, LOCALIZED CONCENTRATIONS OF RUNOFF COULD MAKE IT NECESSARY TO INSTALL ADDITIONAL SEDIMENT BARRIERS.) ASSESSING THE NEED FOR ADDITIONAL CONTROLS AND IMPLEMENTING THEM OR ADJUSTING EXISTING CONTROLS WILL BE A CONTINUING ASPECT OF THIS SWPPP UNTIL THE SITE ACHIEVES FINAL STABILIZATION.

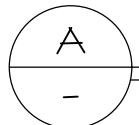
22. ALL DETAILS TO CITY OF ST. GEORGE STANDARDS.



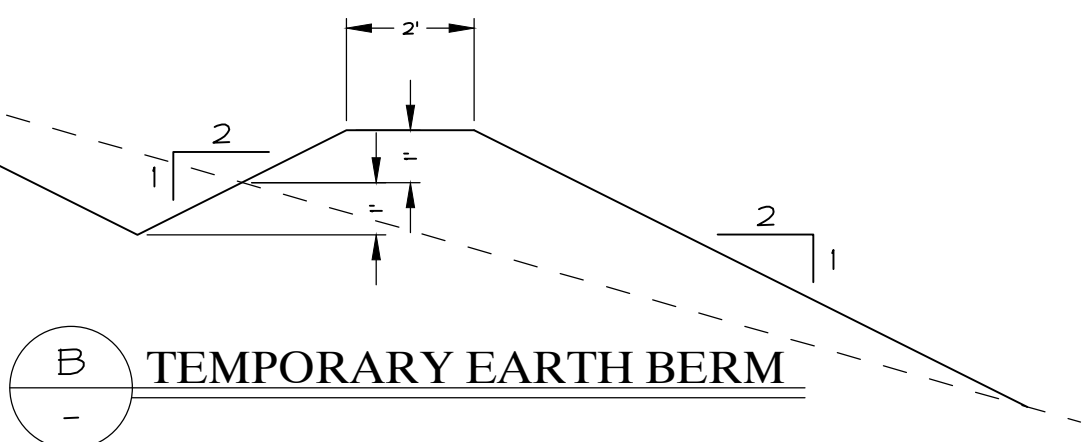
SECTION A-A



PLAN VIEW

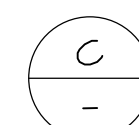
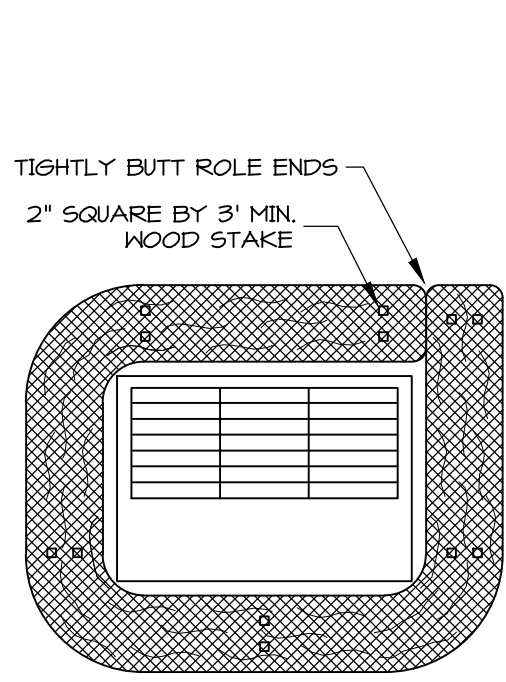


STABILIZED CONSTRUCTION EXIT

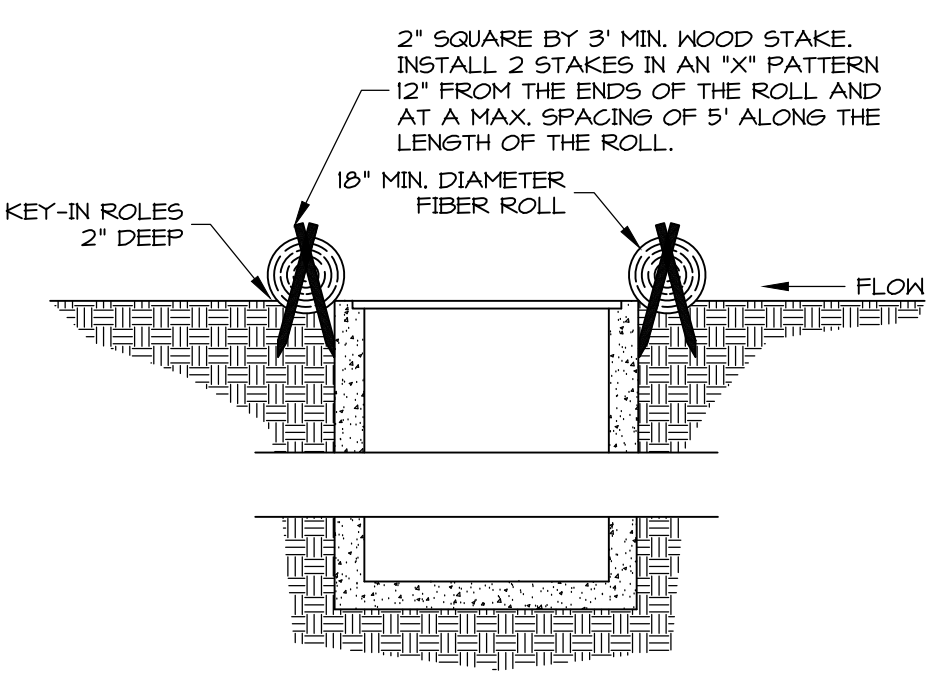


NOTES:

1. THE EARTH BERM SHALL BE COMPACTED BY EARTH-MOVING EQUIPMENT.
2. THE EARTH BERM SHALL HAVE POSITIVE DRAINAGE.



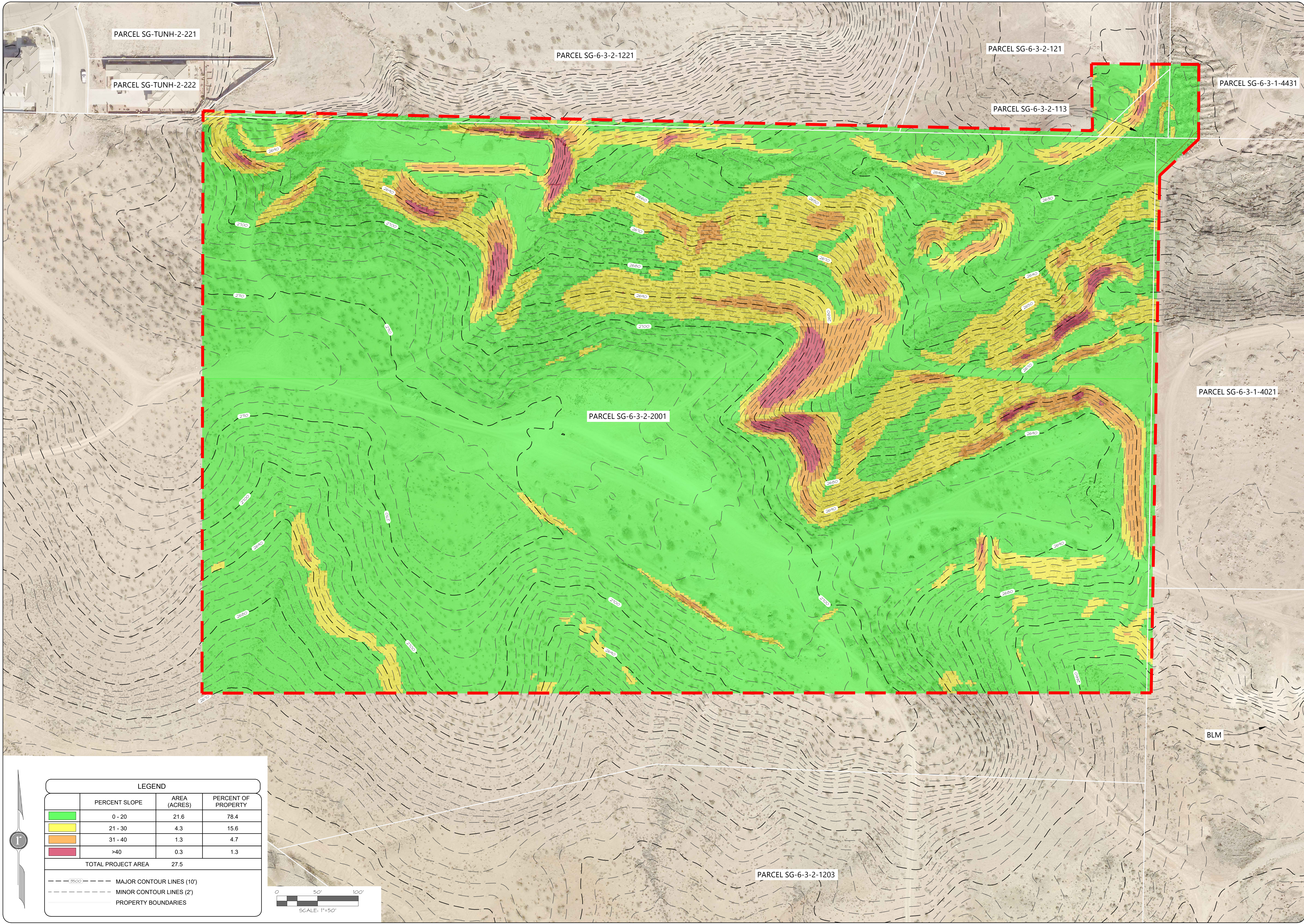
DROP INLET PROTECTION



NOTE:

1. KEY-IN FIBER ROLLS 12" DEEP AROUND THE PERIMETER OF THE DROP INLET STRUCTURE AND STAKE AS SHOWN.
2. OVERLAP THE ENDS OF THE FIBER ROLL AT LEAST 18".
3. IN MEDIAN AREAS, CONSTRUCT SO THAT THE TOPS OF THE ROLLS ARE NOT HIGHER THAN THE ADJACENT ROADWAY.
4. MAINTAIN A PROPERLY FUNCTIONING FIBER LOG BARRIER THROUGHOUT CONSTRUCTION OR UNTIL DISTURBED AREAS CONTRIBUTING TO THE INLET HAVE BEEN PAVED OR VEGETATED.
5. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA APPROVED BY THE ENGINEER.





DATE: 09/03/2023

JOB NO.: 13214-22

DESIGNED BY: KJP

CHECKED BY: JWB

DWG: SLOPE

DATE:

REVISIONS:

ROSENBERG

ASSOCIATES

CIVIL ENGINEERS • LAND SURVEYORS

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SLOPE ANALYSIS

FOR

PARCEL SG-6-3-2-2001

WASHINGTON COUNTY

UTAH

SHEET

1

1 OF 1 SHEETS



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 12

**Subject:**

Consider approval of Resolution No. 2024-009R to add the street name of Breckenridge Drive to the already numbered street of 3850 East Street located on the north side of 2450 South Street and north to the municipal boundary line.

**Item at-a-glance:**

Staff Contact: Cameron Cutler

Applicant Name: Garen Brecke

Reference Number: 2024

Address/Location:

3850 East Street (from 2270 South to 2450 South)

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

The final subdivision plat for Breckenridge Estates Phase 2 was approved by the Land Use Authority on the 19th day of December, 2022 and recorded on the 29th day of December, 2022, in which the street name of 3850 East Street given.

**Staff Narrative (need/purpose):**

This segment of roadway (3850 East) currently goes from 2450 South Street and runs north into Washington City. Washington City already has that street labeled Medallion Drive. After considering the Medallion Drive name, it was determined that Medallion had already been used elsewhere in the City. Duplicate roadway names can potentially cause issues with emergency response times. Therefore, it was initially decided to utilize a coordinate number for the roadway. The City has received a verbal request to rename the roadway to Breckenridge Drive. The developer currently owns all the lots within the subdivision fronting this roadway and is in agreement with the requested name change. The applicant is willing to pay the cost of replacing the street signs, which includes up to 3 signs.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Seeing no policy restrictions staff recommends approval.





Breckenridge Drive

Crimson Cliffs High School Baseball Field

South Crimson

Medallion Dr

Medallion Dr

Homeside Rd

Sidbury Rd

Sidbury Rd

Sidbury Rd

Mayfield Wds Ln

Cromer Cir

shbury Ln

E Ashbury Ln

E Ashbury Ln

South Crimson Cliffs Wy

2450 S St

2450 S St

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 13

**Subject:**

Consider approval of Resolution No. 2024-010R entering into Interlocal Agreement with Dixie Technical College to install signs on City light poles.

**Item at-a-glance:**

Staff Contact: Daniel Baldwin

Applicant Name: Dixie Technical College

Reference Number: N/A

Address/Location:

St. George Boulevard

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

Went to City Council Work Meeting on February 8, 2024 where Dixie technical College proposed the sign design and plan.

**Staff Narrative (need/purpose):**

Dixie Technical College approached City staff about putting signs up on St. George Blvd similar to the signs that Utah Tech University has on City light poles.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH  
TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST.  
GEORGE AND DIXIE TECHNICAL COLLEGE REGARDING USE OF THE CITY’S  
LIGHT POLES TO DISPLAY SIGNS**

WHEREAS, City owns certain median light poles on St. George Boulevard. Said light poles shall hereinafter be referred to as “Equipment.”

WHEREAS, Dixie desires to use the Equipment pursuant to the terms and conditions set forth in the attached Agreement for the purposes of displaying signage advertising and celebrating Dixie's contributions to Southern Utah.

WHEREAS, City and Dixie (hereinafter “Parties”) have discussed various issues regarding the display of said signage, have identified terms believed to be acceptable to the Parties, and desire to memorialize the terms in this instrument as a final written expression of their agreement.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of St. George that it finds entering into this Agreement is in the best interest of the citizens of St. George, and it authorizes the Mayor to enter into the Agreement attached as Exhibit A.

This resolution shall be effective on the date it is adopted.

**PASSED AND ADOPTED** by the St. George City Council this 2<sup>nd</sup> day of May 2024.

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 Kemp \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney



## INTERLOCAL AGREEMENT TO USE CITY LIGHT POLES

This Interlocal Use Agreement (Agreement) is entered into by and between the City of St. George, a Utah municipal corporation, herein referred to as "City", and Dixie Technical College, a Utah polytechnic institute, hereinafter referred to as "Dixie".

### RECITALS

WHEREAS, City owns certain median light poles on St. George Boulevard. Said light poles shall hereinafter be referred to as "Equipment."

WHEREAS, Dixie desires to use the Equipment pursuant to the terms and conditions set forth herein for the purposes of displaying signage advertising and celebrating Dixie's contributions to Southern Utah. Such use shall hereinafter be referred to as the "Activity."

WHEREAS, City and Dixie (hereinafter "Parties") have discussed various issues regarding the display of said signage, have identified terms believed to be acceptable to the Parties, and desire to memorialize the terms in this instrument as a final written expression of their agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

### TERMS AND CONDITIONS

1. **RECITALS.** The above recitals are hereby incorporated as part of the terms and conditions of this Agreement.
2. **TERM.** City hereby grants a license to Dixie for the use of the Equipment as herein described. The term of the license is for a period of 1 year from the date of the final signature below. At the end of the term, this Agreement automatically renews for another 1-year term. Either party may terminate this Agreement with a 30-day written notice.
3. **FEES.** City is licensing use of Equipment without requiring a use fee from Dixie.
4. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** The City hereby disclaims any and all representations and warranties with regard to the condition of the Equipment. Dixie acknowledges that Dixie has inspected the condition of the Equipment and has independently confirmed that condition of the Equipment is adequate for Dixie's planned use, without reliance on any representations or warranties made by the City. Dixie further acknowledges that the condition of the Equipment is "AS-IS" and that Dixie is bearing all risk with regard to the condition of the Equipment.
5. **COVENANT TO REPLACE.** Dixie is fully responsible for any damage to the Equipment from Dixie's use of the Equipment. Dixie hereby covenants to repair and/or replace any Equipment that is damaged caused in any way by Dixie's use.

6. **USE OF THE EQUIPMENT.** Attached to this Agreement, as Exhibit A, are specifications regarding the type and style of signage Dixie may attach to the Equipment. Dixie may not make any modifications or changes to the specifications below without first consulting with and obtaining written approval from City. Dixie shall notify City immediately about any damage, injury or accident associated with use of the Equipment.

7. **ENCROACHMENT EASEMENT.** Dixie acknowledges that the Equipment is installed within the State of Utah's right of way. As a result, in order to install signage on the City's light poles, an encroachment easement may need to be obtained from the Utah Department of Transportation ("UDOT"). Dixie agrees to be responsible for obtaining said encroachment easement if one is required from UDOT.

8. **PROHIBITIONS.** Dixie shall not, and shall not permit its officers, agents, employees, participants, patrons, occupants, vendors, contractors, volunteers, guests and others, including assignees, to: (a) engage in any act that, to an ordinarily prudent person, would be reasonably foreseeable to cause harm to the Equipment; (b) use the Equipment or any part thereof for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by U.C.A. § 19-6-102 (2007)); (c) operate or conduct its Activity with the Equipment in any manner that constitutes or gives rise to a nuisance of any kind; (d) bring any dangerous exhibits, materials, objects, vehicles or the like onto the Equipment; (e) make unauthorized use of the Equipment; (f) engage in vandalism or other criminal activity with the Equipment; or (g) engage in any other action detrimental to the Equipment or the City. Dixie shall be liable for all damages associated with failure to comply with any provision under this section.

9. **PHOTOGRAPHY.** Dixie agrees that City may photograph or otherwise record images or likeness of the signage once it is installed and use the photograph or images in its advertising and for other purposes without compensation to Dixie.

10. **INSURANCE.** Dixie shall secure and maintain during the Agreement general liability and property damage insurance that shall protect Dixie, City and City's representatives from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Agreement. 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 and shall be named as a Certificate Holder. The minimum commercial general liability insurance shall be as follows:

- a. a. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than one-million dollars (\$1,000,000.00).

- b. b. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than three million dollars (\$3,000,000.00).
- c. c. Broad form property damage insurance in an amount not less than three-hundred thousand (\$300,000.00) Dollars.

Dixie may be self-insured but shall cover all damages as listed above. The insurance requirement shall not be construed as limiting Dixie's liability.

**11. INDEMNITY.** Neither the City, its agents, elected officials, officers, employees, nor representatives shall be liable for any loss, damage, injuries or other casualty of whatsoever kind or whomsoever caused to the person or property of anyone, including Dixie, arising out of or resulting from Dixie's, Dixie's employees', agents', volunteers', attendees', and invitees' use or activities with the Equipment, or from defects in the Equipment, either apparent or hidden. Dixie for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless City and its officers, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connection with the activities or omissions of Dixie and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees except to the extent caused by the negligence of the City. This indemnification requirement includes indemnification for claims of attorney's fees, court costs and litigation expenses of all types and amounts. In the event of any such claims made or suits filed against City, City shall give Dixie written notice. Dixie agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of the indemnity herein, Dixie agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Dixie, jointly or severally.

**12. TERMINATION.** This Agreement may be terminated prior to the expiration of its term upon the happening of any of the following events:

- a. Dixie breaches any of the covenants or provisions herein, including the failure to pay fees or any other monetary sums required under this Agreement.
- b. Dixie fails to comply with any laws, rules, regulations, ordinances, or policies.
- c. City or Dixie is unable to perform its obligations under the terms of this Agreement due to the acts of (a) third parties, other than those hired by or affiliated with the City or Dixie; (b) an Act of God; or (c) some other force majeure; it is hereby stipulated that no claim shall be made against the other party for damages.



- d. The City or Dixie may terminate this Agreement for any reason, at any time, with 30 days' notice. If City terminates this Agreement without cause, all fees, if any, shall be returned. City's liability to Dixie or others for damages, direct or consequential, which may result from City's cancellation of this Use Agreement, is limited to the fees, if any, charged in this Agreement.

**13. COMPLIANCE WITH LAWS.** Dixie and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests, and others, including assignees, shall comply with all State and Federal laws, City and County ordinances, including but not limited to environmental laws and regulations and business licensing laws.

**14. NOTIFICATION.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows, unless written notification has been provided designating a different individual or address for notices:

CITY:	City of St. George	DIXIE:	Dixie Technical College
	175 East 200 North		610 S Tech Ridge Drive
	St. George, Utah 84770		St. George, UT 84770
Attention:	Shawn Guzman, City Attorney	Attention:	(Contact at Dixie)

**15. 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.

**16. LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

17. **SUCCESSORS AND ASSIGNS.** Dixie shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement 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.

18. **NON-WAIVER.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the City and Dixie, and no statement, promise or inducements made by either party or agents for either party, which are not contained in this written agreement or in the attachments, shall be binding or valid, and this Agreement may not be enlarged, modified, or altered, except in writing signed by both the City and Dixie.

20. **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.

21. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable, 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.

22. **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.

23. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies

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

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

**25. MUTUAL INDEMNITY.** The Parties, themselves, their agents, elected officials, officers, employees, and representatives agree to indemnify the other party, their agents, elected officials, officers, employees and representatives for any loss, damage, injuries or other casualty of whatsoever kind caused to the person or property of anyone, while using the Equipment, arising out of or resulting from that party's negligence, or the negligence of its elected officials, officers, employees', agents', and volunteers', and arising from the use or possession of, or Activities related to the Equipment. Each party, for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connection with the activities or omissions of the other party and its officers, agents, employees, and assignees for its own negligence. This indemnification requirement includes indemnification for claims of attorney's fees, court costs and litigation expenses of all types and amounts. In the event of any such claims made or suits filed against a party, the other party shall give written notice to the other party. Each party agrees that the other party may employ attorneys of its own selection to appear and defend the claim or action



on its own behalf. In the event it appears that one party was forced to defend itself at its own cost due to the negligence of the other party, the other party shall reimburse that party for its litigation expenses. If each party is contributorily negligent, they shall each bear their own litigation costs.

**26. NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing herein shall be deemed to waive any rights the City or Dixie have under any applicable law granting the City or Dixie immunity as governmental entities.

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

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

**29. AUTHORIZATION.** The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective from this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY: CITY OF ST. GEORGE

DIXIE: DIXIE TECHNICAL COLLEGE

\_\_\_\_\_  
Michele Randall, Mayor

\_\_\_\_\_  
Jeremiah Terry, Vice-President of Marketing & Institutional Outreach

ATTESTED:

CITY ATTORNEY'S OFFICE  
Approved as to form:

\_\_\_\_\_  
Christina Fernandez, City Recorder

# EXHIBIT A

December 12, 2023

**Jeremiah Terry**

Marketing Director, Dixie Technical College  
610 S. Tech Ridge Drive  
St. George, Utah 84770

**Subject: Evaluation of Foundation of Median Light Poles on St. George Boulevard  
RA Project No. 14034-23**

Jeremiah,

Rosenberg Associates has evaluated the St. George Boulevard median street light pole foundations for the placement of sign-banners toward the top of the light pole. The size of the sign-banners evaluated is 6-feet wide and 8-feet tall. The pole foundation evaluated is the Detail A – Pole Foundation for 25' Poles in Median as shown on the Utah Department of Transportation Sheet LT-S1, SR-34; St. George Boulevard, Light Schedule\Details, dated November 2004, provided by the City of St. George. Our evaluation of the light pole foundation deemed the foundation adequate for the additional loading to be applied by the installation of the sign-banner.



No evaluation of the light poles was performed, as directed by the City of St. George.

We appreciate being able to work with you on this project. If you have any additional questions, or desire additional information, please contact this office.

Sincerely,

Rob Reid, PE  
Project Engineer





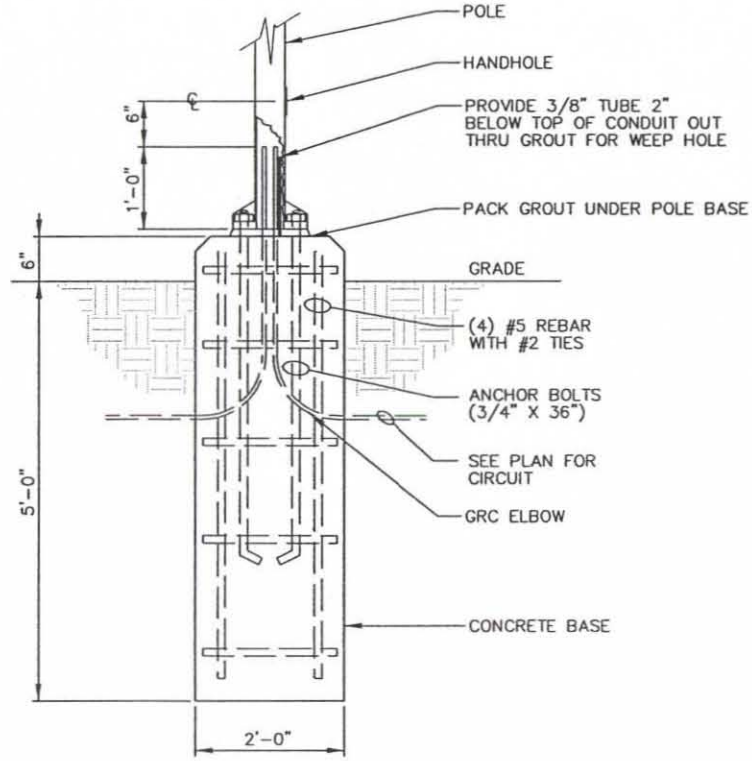
LIGHTING SCHEDULE - FOR INFORMATION ONLY*																		
POWER CIRCUIT	NUMBER OF POLES			POLE FOUNDATION			CABLE				GROUND WIRE NO. 6	2" PVC CONDUIT	TYPE I-PC JUNCTION BOX	5/8" X 8' GROUND ROD	STREET LIGHTING POWER SOURCE	TRENCHING AND BACKFILL	SHEET NUMBER	REMARKS
	(SEE LIGHTING SHEETS FOR POLE LOCATIONS)			24" X 66"	24" X 60"	24" X 48"	COPPPER, SINGLE CONDUCTOR RHH-USE-RHW 600 V											
	25A	25B	18A				NO. 6	NO. 4	NO. 2	NO. 1								
	EACH	EACH	EACH				EACH	EACH	EACH	EACH								
A	8	4		8	4					3650	1485	1370	15	15	1	1370	LT-1	
B	4	6	4	4	6	4			4816		2046	1926	16	16	1	1926	LT-2	
C		2	4		2	4	3412				1564	1504	8	8	1	1504	LT-3	
D		2	4		2	4	3701				1708	1658	6	6	1	1658	LT-3	
E		2	4		2	4	3092				1404	1339	9	9	1	1339	LT-4	
F		2	4		2	4	3495				1605	1555	6	6	1	1555	LT-4	
G		2	3		2	3	1739				751	711	5	5	1	711	LT-5	
H	4	4	1	4	4	1			3272		1393	1308	12	12	1	1308	LT-5	
J	8	4		8	4				3907		1614	1494	16	16	1	1494	LT-6	
K	4	4		4	4			2640			1100	1030	10	10	1	1030	LT-7	
L	8	4		8	4				3969		1644	1524	16	16	1	1524	LT-7, LT-8	
TOTAL	36	36	24	36	36	24	15438	2640	8088	11526	16314	15419	119	119	11	15419		

THESE ITEMS ARE COMBINED ON ESTIMATE AS HIGHWAY LIGHTING SYSTEM FOR EACH CIRCUIT  
 \*\* ALL LIGHT POLES AND DECORATIVE BASES ARE CITY FURNISHED ITEMS (SEE NOTE 1)

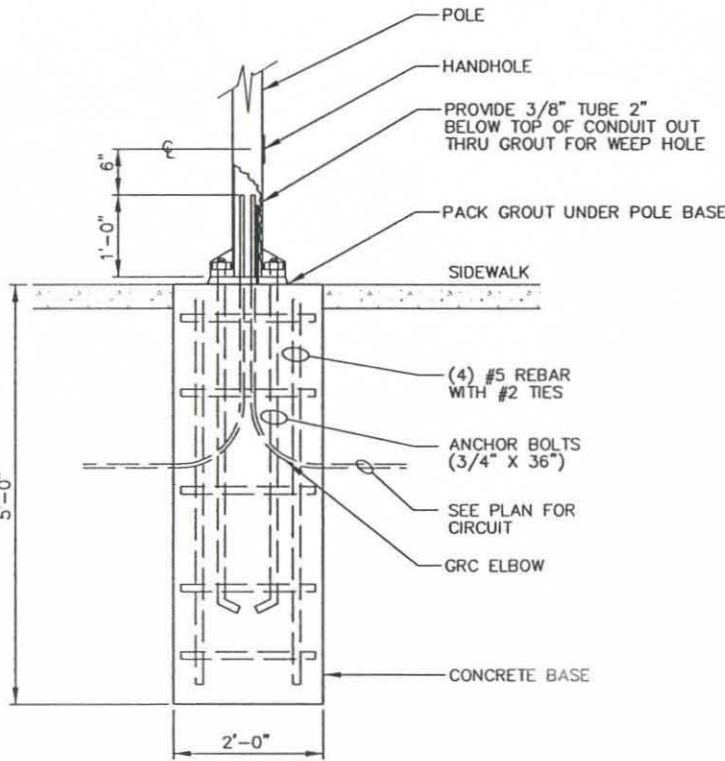
	POLE DESCRIPTION		
	25A	25B	18A
POLE HEIGHT	25'	25'	18'
POLE MATERIAL	STEEL	STEEL	ALUMINUM
POLE SHAPE	STRAIGHT	STRAIGHT	STRAIGHT
POLE TEXTURE	SMOOTH	SMOOTH	FLUTED
NUMBER OF FIXTURES	2	2	2
FIXTURE MOUNTING CONFIGURATION	OPPOSITE	90° MOUNT	OPPOSITE
ARM LENGTH	8'	8'	2'
FIXTURE	TEARDROP	TEARDROP	ACORN
LAMPING	HORIZONTAL	HORIZONTAL	HORIZONTAL
DECORATIVE BASE	NONE	YES	YES
30" BANNER ARM	2-OPPOSITE	1-STREET SIDE	1-STREET SIDE
TOTAL QUANTITY	36	36	24

\* ALL LIGHT POLES AND DECORATIVE BASES ARE CITY FURNISHED ITEMS (SEE NOTE 1)

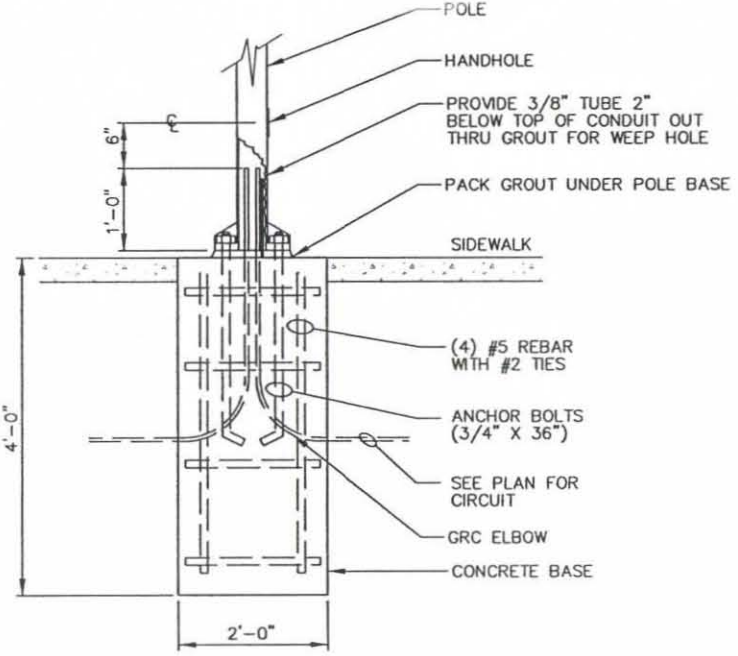
NOTES:  
1. CONTRACTOR IS REQUIRED TO SUPPLY ALL MATERIALS AND WORKMANSHIP (EXCEPT LIGHT POLES AND BASES) NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL LIGHTING SYSTEMS.



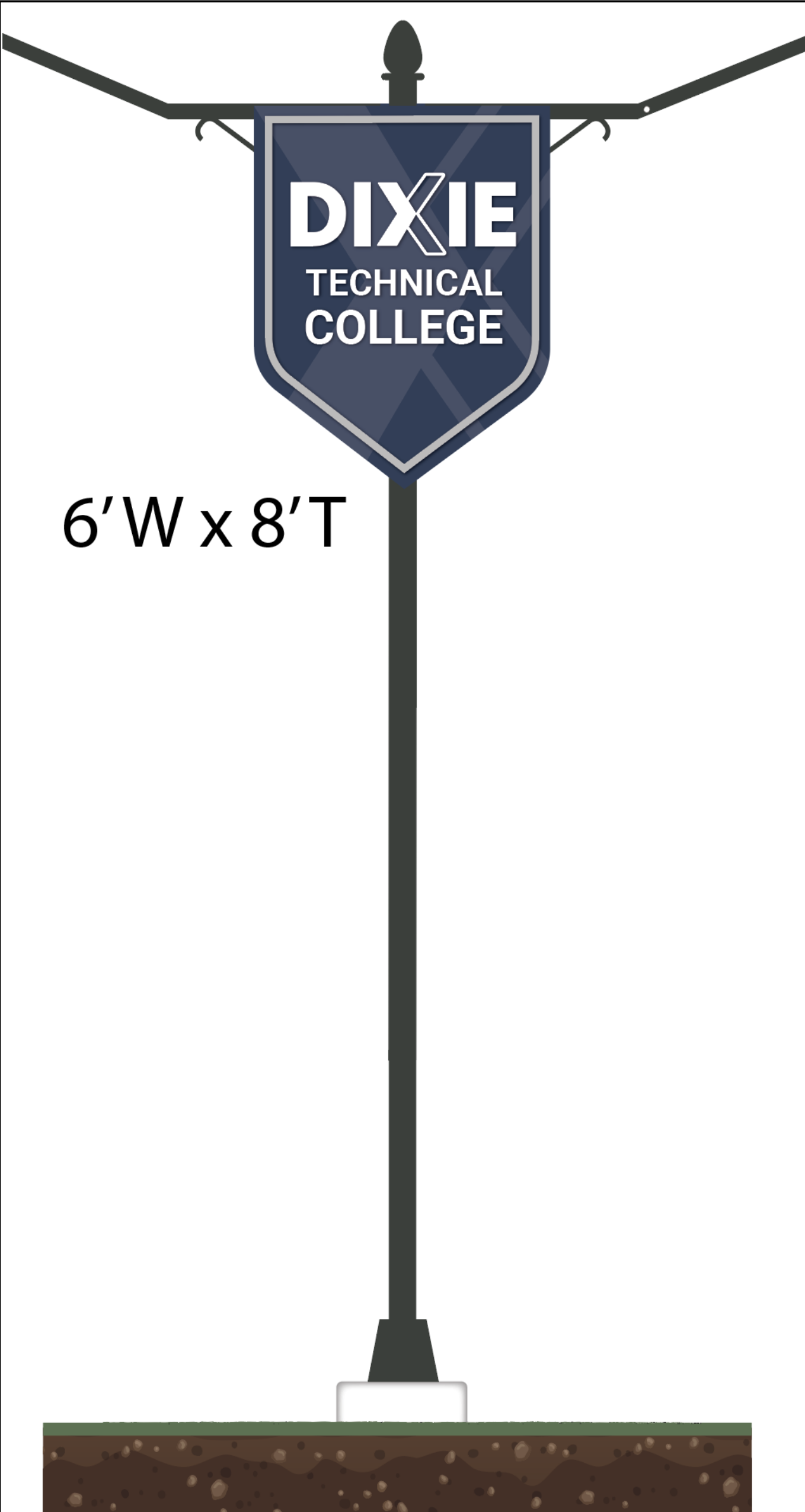
DETAIL A - POLE FOUNDATION FOR 25' POLES IN MEDIAN



DETAIL B - POLE FOUNDATION FOR 25' POLES ON SIDEWALK



DETAIL C - POLE FOUNDATION FOR  
18' POLES ON SIDEWALK



**DIXIE**  
TECHNICAL  
COLLEGE

6'W x 8'T

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 14

**Subject:**

Consider approval of Resolution No. 2024-011R authorizing the Mayor to sign an Interlocal Cooperative Agreement with the City of Santa Clara which is offering to provide warehousing services and analytics.

**Item at-a-glance:**

Staff Contact: Justin Grenier

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

175 East 200 North

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

St. George is in need of certain data warehousing services for the Consolidated Dispatch Center, as well as business intelligence and analytics to be performed on data from the Center, to better serve the residents who benefit from the various public safety services provided in the area and Santa Clara is in a position to provide the services required for the Center.

**Staff Narrative (need/purpose):**

Justin Grenier and Shawn Guzman have worked out this agreement with the City of Santa Clara. It has been reviewed by legal and it is approved as to form. This agreement will cost the City initially \$15,000. And then the City and Santa Clara will further discuss what the future costs will be.

**Name of Legal Dept approver:** Ryan N. Dooley

**Budget Impact:**

Cost for the agenda item: \$15,000

Amount approved in current FY budget for item: \$15,000

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

N/A

Description of funding source:

The amount will be paid out of account #4213-2430 which is a restricted account.

**Recommendation (Include any conditions):**

Staff recommends approval of the resolution.



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH  
TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST.  
GEORGE AND THE CITY OF SANTA CLARA REGARDING DATA WAREHOUSING  
SERVICES FOR THE CONSOLIDATED COMMUNICATIONS CENTER**

WHEREAS, St. George operates the St. George Consolidated Communications Center (the “Center”), which provides public safety dispatch and 911 services in the Washington County area;

WHEREAS, St. George is in need of certain data warehousing services for the Center, as well as business intelligence and analytics to be performed on data from the Center, to better serve the residents who benefit from the various public safety services provided in the area;

WHEREAS, Santa Clara is in a position to provide the services required for the Center;

WHEREAS, it is in the best interest of the Parties, their respective citizens, and residents of the Washington County area that the Parties enter this Agreement;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of St. George that it authorizes the Mayor to enter into the Agreement attached as Exhibit A.

This resolution shall be effective on the date it is adopted.

**PASSED AND ADOPTED** by the St. George City Council this 2<sup>nd</sup> day of May 2024.

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 Kemp \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

\_\_\_\_\_  
Ryan N. Dooley, City Attorney

INTERLOCAL COOPERATION AGREEMENT REGARDING  
ST. GEORGE CONSOLIDATED COMMUNICATIONS CENTER

This INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is between the City of St. George, Utah (“St. George”) and the City of Santa Clara, Utah (“Santa Clara”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, St. George operates the St. George Consolidated Communications Center (the “Center”), which provides public safety dispatch and 911 services in the Washington County area;

WHEREAS, St. George is in need of certain data warehousing services for the Center, as well as business intelligence and analytics to be performed on data from the Center, to better serve the residents who benefit from the various public safety services provided in the area;

WHEREAS, Santa Clara is in a position to provide the services required for the Center;

WHEREAS, it is in the best interest of the Parties, their respective citizens, and residents of the Washington County area that the Parties enter this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and pursuant to the Interlocal Cooperation Act, the Parties agree as follows.

**A. SPECIFIC TERMS**

Section 1. St. George.

(a) St. George agrees to pay an annual Service Fee for services to be provided by Santa Clara, as described in further detail below.

(b) The annual fee for the initial one (1) year term of this Agreement will be FIFTEEN THOUSAND Dollars (\$15,000.00), due as of the date of execution of this Agreement.

(c) The latter of the dates on which (1) St. George has paid the initial payment, and (2) the parties have executed this Agreement, shall be the Commencement Date. Santa Clara will provide the services described beginning on the Commencement Date.

(d) No later than ninety (90) days before the first anniversary of the Commencement Date, and each anniversary thereafter that this Agreement remains in effect, the Parties shall again confer and agree in writing between them on the amount of the Service Fee for the upcoming renewal term, and St. George shall be responsible to pay the agreed Service Fee no later than the upcoming anniversary of the Commencement Date.

(e) In the event that the Parties agree on the amount of the Service Fee for the upcoming renewal term, as communicated between them in writing, then St. George shall pay the entire amount of the Service Fee on or before the anniversary of the Commencement Date.

## Section 2. Santa Clara.

(a) Beginning on the Commencement Date, Santa Clara will provide the following services to St. George City (collectively, the “Services”):

(i) Warehousing of public safety data provided by St. George in relation to its operation of the Center, in a manner structured to facilitate business intelligence and reporting activities; and

(ii) Provision of appropriate business intelligence software to assist in collecting, analyzing, and presenting warehoused public safety data to support decision-making process; including features such as data visualization, reporting, dashboards, and analytics.

(b) There shall be no limit on the number of users of the Services provided by Santa Clara, and access to the same will be granted at the discretion or request of the director or manager of the Center, communicated to Santa Clara in writing or by electronic means.

(c) Santa Clara will provide all required support for the Services described herein, and shall bear all costs of providing the Services described herein.

(d) Santa Clara will at all times consult with St. George in good faith regarding the costs of the Services to be provided, and in negotiation of the Service Fee each year for such services.

Section 3. Term. This Agreement shall run for an initial term of one (1) year from the Commencement Date, but shall renew for an additional renewal term of one (1) year each time that St. George pays the Service Fee agreed in writing with Santa Clara for an additional year of the Services. There is no limitation on the number of times this Agreement may be so renewed.

## B. GENERAL TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the recitals above.

Section 2. Termination. Either Party may terminate this Agreement with no less than thirty (30) days prior written notice to terminate. However, in the event that Santa Clara is the terminating party, it shall be bound to provide the services described herein until the end of the current one-year period, unless expressly released from such performance in writing by St. George. In the event that St. George is the terminating party, St. George shall not be entitled to a refund of any or a portion of a Service Fee already paid. In the event that the Parties are unable to agree in good faith on an amount for the Service Fee for the upcoming year of service, or in the event that St. George fails to pay an agreed amount for the Service Fee on or before the relevant anniversary of the Commencement Date, then the term of this Agreement shall not renew and this Agreement will be automatically terminated without further action of the parties.



Section 3. No Waiver of Governmental Immunities. The Parties are governmental entities under the Governmental Immunity Act of Utah, Title 63, Chapter 30d of the Utah Code. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 4. Indemnity. Each party agrees to indemnify, save harmless, and release the other party and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of that party's officers, agents, volunteers, or employees, but not for claims arising from the other party's negligence.

Section 5. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows.

(a) This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Section 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Section 11-13-202.5(3).

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Section 11-13-209.

(d) No separate legal entity is created by the terms of this Agreement. The Parties designate the Mayor of Santa Clara as the Administrator responsible to administer this Agreement and the accomplishment of the purposes of the cooperative action contemplated hereby and specified herein pursuant to Utah Code Section 11-13-207.

(e) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

(f) Following the execution of this Agreement by the Parties, either Party may cause a notice regarding this Agreement to be published on behalf of the Parties in accordance with Utah Code Section 11-13-219.

Section 6. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered personally or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Santa Clara City  
Attn: Recorder  
2603 Santa Clara Drive  
Santa Clara UT 84765

St. George City  
Attn: Recorder  
175 East 200 North

St. George, UT 84770

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, amendment, or waiver of any obligation of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 8. No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the Parties any rights or remedies.

Section 9. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

Section 10. Counterparts; Filing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*(Signature pages to follow)*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

St. George City

\_\_\_\_\_  
Michelle Randall  
Mayor

Attest:

\_\_\_\_\_  
Christina Fernandez  
Recorder

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Ryan N. Dooley, City Attorney



Santa Clara City

---

Rick Rosenberg  
Mayor

Attest:

---

Chris Shelley  
Recorder

Date: \_\_\_\_\_

Approved as to Form:

---

Matthew J. Ence, City Attorney



**Agenda Date:** 05/02/2024

**Agenda Item Number:** 15

**Subject:**

Consider approval of Resolution No. 2024-012R approving the 2023 Municipal Wastewater Planning Program report.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

The Utah Department of Environmental Quality, Division of Water Quality requires municipalities with Publicly Owned Treatment Works (POTW) to conduct an annual survey and evaluation of their wastewater collections and treatment facilities. The Municipal Wastewater Planning Program (MWPP) survey is required to be adopted by the City Council by resolution.

**Staff Narrative (need/purpose):**

The MWPP survey was conducted. The wastewater collections and treatment programs are in good shape, with no deficiencies identified.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval of the resolution

**CITY OF ST. GEORGE, UTAH**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE MUNICIPAL WASTEWATER PLANNING PROGRAM**

WHEREAS, the City of St. George is required by the Water Quality Board to review the Municipal Wastewater Planning Program Report for 2023; and

WHEREAS, the City of St. George has a Utah Pollutant Discharge Elimination System (UPDES) permit and wishes to remain in compliance with the terms and conditions of that permit and therefore has taken appropriate actions necessary to maintain effluent requirements contained in the permit.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of St. George City Council:

The City of St. George hereby informs the Utah Department of Environmental Quality Division of Water Quality that the following actions were taken by the City Council:

1. Reviewed the Municipal Wastewater Planning Program Report for 2023; and
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit as applicable.

This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED** by the City Council of the City of St. George, this \_\_\_\_ day of May, 2024.

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 Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney



## 2024 MWPP Survey Questions

This document is provided to assist in gathering the appropriate responses for the survey.

The following questions are populated into a spreadsheet. Each question is numbered by the letter of the column that it falls in. If it so happens that you need to change a response to a question after submitting the form call Harry Campbell at 385-501-9583, identify your facility, report the question label (B, C, D, etc. in front of the question), and provide the correct response.

B. Email jason.crow@sgcity.org (email of facility contact)

### Section 1. General Information

C. Name of Facility? CITY OF ST GEORGE

D. What is the name of the person responsible for this organization? JASON CROW

E. What is the title of the person responsible for this organization? WASTE WATER MANAGER

F. What is the email Address for the person responsible for this organization? jason.crow@sgcity.org

G. What is the phone number for the person responsible for this organization?  
(435) 627-4256

H. Facility Location? Please provide either Longitude and Latitude, address, or a written description of the location (with area or point). 2176 TREATMENT PLANT RD. ST GEORGE, UT. 84790

### Federal Facility Section

I. Are you a federal facility? A federal facility is a military base, a national park, a facility associated with the forest service, etc. Yes No

"If Yes" you will go to the Collection Section

"If No" you will go to the Financial Section

### Financial Evaluation Section

J. This form is completed by [name]? JASON CROW

*Part I General Questions - Please answer the following questions regarding GENERAL QUESTIONS.*

K. Are sewer revenues maintained in a dedicated purpose enterprise/district account? Yes No

L. Are you collecting 95% or more of your anticipated sewer revenue? Yes No

M. Are Debt Service Reserve Fund requirements being met? Yes No

N. Where are sewer revenues maintained? General Fund Combined Utilities Fund Other

O. What was the average annual User Charge for 2023? If there is more than one rate divide the total municipal yearly User Charge collected, by the total number of connections. \$ 21.15

P. Do you have a water and/or sewer customer assistance program (CAP)? Yes ☒ No

*Part II: OPERATING REVENUES AND RESERVES - Please answer the following questions regarding OPERATING REVENUES AND RESERVES.*

Q. Are property taxes or other assessments applied to the sewer systems? Yes ☒ No

R. Revenue from these taxes = \_\_\_\_\_

S. Are sewer revenues sufficient to cover operations & maintenance costs, and repair & replacement costs (OM&R) at this time? ☒ Yes No

T. Are projected sewer revenues sufficient to cover operation, maintenance, and repair (OM&R) costs for the next five years? ☒ Yes No

U. Does the sewer system have sufficient staff to provide proper OM&R? ☒ Yes No

V. Has a repair and replacement sinking fund been established for the sewer system? Yes ☒ No

W. Is the repair & replacement sinking fund sufficient to meet anticipated needs? Yes No

*Part III: Capital Improvements, Revenues and Reserves. - Please answer the following questions regarding Capital Improvements, Revenues and Reserves.*

X. Are sewer revenues sufficient to cover all costs of current capital improvements projects? ☒ Yes No

Y. Has a Capital Improvements Reserve Fund been established to provide for anticipated capital improvement projects? Yes ☒ No

Z. Are projected Capital Improvements Reserve Funds sufficient for the next five years? ☒ Yes No

AA. Are projected Capital Improvements Reserve Funds sufficient for the next ten years? Yes ☒ No

AB. Are projected Capital Improvements Reserve Funds sufficient for the next twenty years? Yes ☒ No

*Part IV: FISCAL SUSTAINABILITY REVIEW - Please answer the following questions regarding FISCAL SUSTAINABILITY REVIEW.*

AC. Have you completed a rate study within the last five years? ☒ Yes No

AD. Do you charge Impact fees? ☒ Yes No

AE. Impact Fee (if not a flat fee, use average of all collected fees) = \$1516

AF. Have you completed an impact fee study in accordance with UCA 11-36a-3 within the last five years? ☒ Yes No

AG. Do you maintain a Plan of Operations? ☒ Yes No

AH. Have you updated your Capital Facility Plan within the last five years? ☒ Yes No

AI. In what year was the Capital Facility Plan last updated? 2019

AJ. Do you use an Asset Management system for your sewer systems? ☒ Yes No

AK. Do you know the total replacement cost of your sewer system capital assets? Yes No

AL. Replacement Cost = 601.5 MILLION

AM. Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost? Yes No

AN. What is the sewer/treatment system annual asset renewal cost as a percentage of its total replacement cost? 72

AO. Describe the Asset Management System. Check all that apply

- ☐ Spreadsheet
- ☒ GIS
- ☐ Accounting Software
- ☒ Specialized Software

AP. Please answer the following: - 2023 Capital Assets Cumulative Depreciation?

44.5 MILLION

AQ. Please answer the following: - 2023 Capital Assets Book Value? Book Value = total cost - accumulated depreciation 171.4 MILLION

*Part V: PROJECTED CAPITAL INVESTMENT COSTS - Please answer the following questions regarding PROJECTED CAPITAL INVESTMENT COSTS.*

AR. Cost of projected capital improvements - Please enter a valid numerical value. - 2023?

10.8 MILLION

AS. Cost of projected capital improvements - Please enter a valid numerical value. - 2024 through 2028?

73 MILLION

AT. Cost of projected capital improvements - Please enter a valid numerical value. - 2029 through 2033?

?

AU. Cost of projected capital improvements - Please enter a valid numerical value. - 2034 through 2038?

?

AV. Cost of projected capital improvements - Please enter a valid numerical value. - 2039 through 2043?

?

AW. Purpose of Capital Improvements - 2023? Check all that apply.

- ☒ Replace/Restore
- ☒ New Technology
- ☒ Increased Capacity

AX. Purpose of projected Capital Improvements - 2024 through 2028? - Check all that apply.

- ☒ Replace/Restore
- ☒ New Technology
- ☒ Increased Capacity



AY. Purpose of projected Capital Improvements - 2029 through 2033 Check all that apply.?

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

AZ. Purpose of projected Capital Improvements - 2034 through 2038? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

BA. Purpose of projected Capital Improvements from 2039 through 2043? - Check all that apply.

- ☐ Replace/Restore
- ☐ New Technology
- ☐ Increased Capacity

BB. To the best of my knowledge, the Financial Evaluation section is completed and accurate. True  
False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

BC. Do you have a collection system?

The answer to this question is obvious in most cases, but for clarification, some wastewater systems consist of only wastewater collections (answer Yes). Some wastewater systems do not have a collection system but receive wastewater from separate collection system jurisdictions (answer No). Some wastewater systems have treatment and collections and consider their entire system as one entity (answer Yes). Some wastewater systems have treatment and collections, but consider their collections a separate entity from treatment (answer No). If you have treatment but have an independent collection system and you answered "No," you must enter your collection system separately as an independent response to the survey. Yes No

"If Yes" you will go to the Collection Section

"If No" you will go to a choice of which Treatment section

**Collection System** - The collection of wastewater in a system of pipes and possibly pump stations that deliver wastewater to a treatment system that may or may not be independent of the treatment system.

BD. This form is completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). JASON CROW

*Part I: SYSTEM DESCRIPTION - Please answer the following questions regarding SYSTEM DESCRIPTION.*

BE. What is the largest diameter pipe in the collection system? - Please enter the diameter in inches.

72

BF. What is the average depth of the collection system? - Please enter the depth in feet.

9.2

BG. What is the total length of sewer pipe in the collection system? - Please enter the length in miles.

540

BH. How many lift/pump stations are there in the collection system? 8

BI. What is the largest capacity lift/pump station in the collection system? - Please enter the design capacity in gpm. 900

BJ. Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more? Yes ☐ No ☒

BK. What year was your collection system first constructed (approximately)? 1932

BL. In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? If more than one, cite the oldest. 2019

*Part II: DISCHARGES - Please answer the following questions regarding DISCHARGES.*

BM. How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt? 0

BN. How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)? 0

#### Sanitary Sewer Overflow (SSO)

Class 1 - a Significant SSO means a SSO backup that is not caused by a private lateral obstruction or problem that:

- a) affects more than five private structures;
- b) affects one or more public, commercial or industrial structure(s);
- c) may result in a public health risk to the general public;
- d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- e) discharges to Waters of the State.

Class 2 - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria

BO. What is the number of Class 1 SSOs in Calendar year 2023? 0

BP. What is the number of Class 2 SSOs in Calendar year 2023? 1

BQ. Please indicate what caused the SSO(s) in the previous question. GREASE BUILDUP

BR. Please specify whether the SSOs were caused by contract or tributary community, etc.  
NONE

Part III: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.

BS. Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more? Yes ☐ No ☒

BT. Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more? Yes ☐ No ☒

BU. What is the number of new commercial/industrial connections in 2023? 55

BV. What is the number of new residential sewer connections added in 2023? 1033

BW. How many equivalent residential connections are served? 33,000

Part IV: OPERATOR CERTIFICATION - Please answer the following questions regarding OPERATOR CERTIFICATION.

BX. How many collection system operators do you employ? 15

BY. What is the approximate population served? 105,000

BZ. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Collection System by: First and Last Name, Grade, and email. Grades: Grade I, Grade II, Grade III, and Grade IV. BILL DONEY

william.doney@sgcity.org, GRADE 4

CA. Please list all other Collection System operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. SHAWN MALONEY - GRADE 4

TYLER LICALZI - GRADE 4, DAVE WOOLSEY - GRADE 4, FREDRICK CRAIG - GRADE 3

CB. Please list all other Collection System operators by name and certification grade. Please separate names and certification grades for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV.

ASHTON CASPER - GRADE 4, JAMES CERTONIO - GRADE 4, PHILLIP HALES - GRADE 4,  
CASEY JONES - GRADE 4, BRODY LOMENICK - GRADE 4, MICHAEL MONTGOMERY - GRADE 4  
JAMES NELSON - GRADE 4

CC. Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility? Yes ☒ No ☐



*Part V: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.*

CD. Have you implemented a preventative maintenance program for your collection system? ☒ Yes ☐ No

CE. Have you updated the collection system operations and maintenance manual within the past 5 years? ☒ Yes ☐ No

CF. Do you have a written emergency response plan for sewer systems? ☒ Yes ☐ No

CG. Do you have a written safety plan for sewer systems? ☒ Yes ☐ No

CH. Is the entire collections system TV inspected at least every 5 years? Yes ☒ No

CI. Is at least 85% of the collections system mapped in GIS? ☒ Yes ☐ No

*Part VI: SSMP EVALUATION - Please answer the following questions regarding SSMP EVALUATION.*

CJ. Have you completed a Sewer System Management Plan (SSMP)? ☒ Yes ☐ No

CK. Has the SSMP been adopted by the permittee's governing body at a public meeting? ☒ Yes ☐ No

CL. Has the completed SSMP been public noticed? ☒ Yes ☐ No

If "yes" then the question below.

CM. Date of Public Notice? \_\_\_\_\_

If "no" then the question below.

CN. When will the SSMP be public noticed? \_\_\_\_\_

CO. During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan? Yes ☒ No

CP. What adjustments were made to the SSMP (i.e. line cleaning, CCTV inspections, manhole inspections, and/or SSO events)? \_\_\_\_\_

CQ. During 2023, was any part of the SSMP audited as part of the five-year audit? Yes ☒ No

CR. If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?  
\_\_\_\_\_

CS. Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Plan? ☒ Yes ☐ No

*Part VII: NARRATIVE EVALUATION - Please answer the following questions regarding NARRATIVE EVALUATION.*

CT. Describe the physical condition of the sewerage system: (lift stations, etc. included) OVERALL IN  
GOOD CONDITION

CU. What sewerage system capital improvements does the utility need to implement in the next 10 years? Upsizing 1 LIFTSTATION, UPSIZING VARIOUS TRUNKLINES THROUGHOUT THE CITY

CV. What sewerage system problems, other than plugging, have you had over the last year? ODOR COMPLAINTS, H<sub>2</sub>S CORROSION, ROOT INTRUSION, SOME INFILTRATION

CW. Is your utility currently preparing or updating its capital facilities plan? Yes (No)

CX. Does the municipality/district pay for the continuing education expenses of operators?

- ☒ 100%
- ☐ Partially
- ☐ Does not pay

CY. Is there a written policy regarding continued education and training for wastewater operators? Yes (No)

CZ. Do you have any additional comments?

---

DA. To the best of my knowledge, the Collections System section is completed and accurate. (True)  
False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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You have either just completed or just bypassed questions about a Collection System. This section (the questions below) determines the next set of questions that you will be presented based on the choice you make for treatment.

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DB. What kind of wastewater treatment do you have in your wastewater treatment system?

If you have treatment, you must choose from Mechanical Plant, Discharging Lagoon, or Non-Discharging Lagoon. If you don't have treatment then choose "No Treatment." Choose only one answer.

- ☒ Mechanical Plant
  - ☐ Discharging Lagoon
  - ☐ Non-Discharging Lagoon
  - ☐ No Treatment of Wastewater
- 

#### Mechanical Plant

DC. Form completed by [name]? - The person completing this form may receive Continuing Education Units (CEUs). BEN FORD

DD. What is the design basis or rated capacity for average daily flow in MGD? 25.2

DE. What is the design basis or rated capacity for average daily BOD loading in lb/day?

52594

DF. What is the design basis or rated capacity for average daily TSS loading in lb/day?

57827

DG. What was the 2023 average daily flow in MGD? 12.53

DH. What was the 2023 average daily loading for BOD in lb/day? 28947

DI. What was the 2023 average daily loading for TSS in lb/day? 37516

DJ. What is the percent of capacity used by the 2023 average daily flow? 49.7

DK. What is the percent of capacity used by the 2023 average daily BOD load? 55

DL. What is the percent of capacity used by the 2023 average daily TSS? 64.8

*Part II: EFFLUENT INFORMATION - Please answer the following questions regarding EFFLUENT INFORMATION.*

DM. How many Notices of Violations (NOVs) did you receive for this facility in 2023?

NONE

DN. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? NONE

*Part III: FACILITY AGE - Please answer the following questions regarding FACILITY AGE.*

DO. In what year was your HEADWORKS evaluated? 2023

DP. In what year was your HEADWORKS most recently constructed, upgraded, or renewed?

2020

DQ. What is the age of your HEADWORKS? 3 YEARS

DR. In what year was your PRIMARY TREATMENT evaluated? N/A

DS. In what year was your PRIMARY TREATMENT constructed, upgraded or renewed?

N/A

DT. What is the age of your PRIMARY TREATMENT? N/A

DU. In what year was your SECONDARY TREATMENT evaluated? 2023

DV. In what year was your SECONDARY TREATMENT constructed, upgraded or renewed?

2023

DW. What is the age of your SECONDARY TREATMENT? 1 year

DX. In what year was your TERTIARY TREATMENT evaluated? 2023



DY. In what year was your TERTIARY TREATMENT constructed, upgraded or renewed?

2007

DZ. What is the age of your TERTIARY TREATMENT? 16 YEARS

EA. In what year was your SOLIDS HANDLING evaluated? 2023

EB. In what year was your SOLIDS HANDLING constructed, upgraded or renewed?

2016

EC. What is the age of your SOLIDS HANDLING? 8 YEARS

ED. In what year was your DISINFECTION evaluated? 2023

EE. In what year was your DISINFECTION constructed, upgraded or renewed? 2020

EF. What is the age of your DISINFECTION? 3 YEARS

EG. In what year was your LAND APPLICATION/DISPOSAL evaluated? 2023

EH. In what year was your LAND APPLICATION/DISPOSAL constructed, upgraded or renewed?

2016

EI. What is the age of your LAND APPLICATION/DISPOSAL? 8

*Part IV: DISCHARGES - Please answer the following questions regarding DISCHARGES.*

EJ. How many days in the last year was there a bypass or overflow of wastewater at the facility due to equipment failure? NONE

*Part V: BIOSOLIDS HANDLING - Please answer the following questions regarding BIOSOLIDS HANDLING.*

EK. Biosolids disposal (check all that apply)

- ☒ Landfill
- ☐ Land Application
- ☐ Give Away/Other Distribution

*Part VI: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.*

EL. Number of new commercial/industrial connections in the last year? 55

EM. Number of new residential sewer connections added in the last year? 1033

EN. Equivalent residential connections served? 33,000

*Part VII: OPERATOR CERTIFICATION*

EO. How many treatment system operators do you employ? 16

EP. State of Utah Administrative Rules require all public system chief operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at no less than the Facility's Grade. List the designated Chief Operator/DRC for the Treatment System by: First and Last Name, Grade, and email.

Grades: Grade I, Grade II, Grade III, and Grade IV. ERIC RICHINS- GRADE 4, eric.richins@sgcity.org

EQ. Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV. LARRY DESENBERG-4, larry.densenberg@sgcity.org

JARED GENTRY-4, jared.gentry@sgcity.org, ANDY ROBLEDO-4 andy.robledo@sgcity.org

ER. Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

JOHN FERNANDEZ, GRADE 4, john.fernandez@sgcity.org

Grades: Grade I, Grade II, Grade III, and Grade IV. WILL LINCOLN-GRADE 4, TYSON PICKERING-4, CODY DOPKE-4

ASPEN MAHAN-4, GLEN BIEN-4, ERIC LEHMAN-2, KRISTOFER REBER-2, CHRIS JENSEN-2, JOSEPH DEAN-2, BEN FORD-4

ES. Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (Yes) No

Part VIII: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.

ET. Have you implemented a written preventative maintenance program for your treatment system?

(Yes) No

EU. Have you updated the treatment system operations and maintenance manual within the past 5 years? (Yes) No

EV. Please identify (below) the types of treatment equipment and processes installed at your facility.

Indicate as many as you need.

- ☒ Screens
- ☒ Grit Removal
- ☐ Primary Clarifier
- ☐ Imhoff Tanks
- ☐ Fixed Film Reactor
- ☒ Activated Sludge
- ☐ Aerobic Suspended Growth Variations
- ☐ Anaerobic Suspended Growth Variations
- ☐ Physical-Chemical Systems for Organic Removal w/o Secondary Treatment
- ☒ Physical-Chemical Systems for Organic Removal Following Secondary Treatment
- ☐ Membrane Filtration
- ☐ Suspended-Growth Nitrification and Denitrification
- ☐ Air Stripping
- ☒ Phosphorus Removal - Chemical
- ☒ Phosphorus Removal - Biological
- ☐ Ion Exchange
- ☐ Reverse Osmosis
- ☐ Media Filtration

- ☐ Dissolved Air Flotation
- ☐ Micro Screens
- ☐ Chlorine Disinfection
- ☒ UV Disinfection
- ☒ Effluent Use/Reuse

EW. To the best of my knowledge, the Mechanical Plant section is completed and accurate. True False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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### **Discharging Lagoon**

EX. This form is completed by [name]? The person completing this form may receive Continuing Education Units (CEUs). \_\_\_\_\_

*Part I: Influent Information - Please answer the following questions regarding INFLUENT into your lagoon.*

EY. What is the design basis or rated capacity for average daily flow in MGD? \_\_\_\_\_

EZ. What is the design basis or rated capacity for average daily BOD loading in lb/day? \_\_\_\_\_

FA. What is the design basis or rated capacity for average daily TSS loading in lb/day? \_\_\_\_\_

FB. What was the 2023 average daily flow in MGD? \_\_\_\_\_

FC. What was the 2023 average daily loading for BOD in lb/day? \_\_\_\_\_

FD. What was the 2023 average daily loading for TSS in lb/day? \_\_\_\_\_

FE. What is the percent of capacity used by the 2023 average daily flow? \_\_\_\_\_

FF. What is the percent of capacity used by the 2023 average daily BOD load? \_\_\_\_\_

FG. What is the percent of capacity used by the 2023 average daily TSS? \_\_\_\_\_

*Part II: EFFLUENT INFORMATION. - Please answer the following questions regarding EFFLUENT.*

FH. How many notices of violation (NOV)s did you receive for this facility in 2023? \_\_\_\_\_

*Part III: DISCHARGES - Please answer the following questions regarding DISCHARGES.*

FI. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? \_\_\_\_\_



FJ. How many days in the past year was there a bypass or overflow of wastewater at the facility due to equipment failure? \_\_\_\_\_

*Part IV: FACILITY AGE - Please answer the following questions about FACILITY AGE. If your plant does not have the treatment unit please enter N/A.*

FK. In what year was your HEADWORKS evaluated? \_\_\_\_\_

FL. In what year was your HEADWORKS most recently constructed, upgraded, or renewed?  
\_\_\_\_\_

FM. What is the age of your HEADWORKS? \_\_\_\_\_

FN. In what year was your LAGOON evaluated? \_\_\_\_\_

FO. In what year was your LAGOONS (including aeration) most recently constructed, upgraded, or renewed? \_\_\_\_\_

FP. What is the age of your LAGOONS (including aeration)? \_\_\_\_\_

FQ. In what year was your DISINFECTION SYSTEM evaluated? \_\_\_\_\_

FR. In what year was your DISINFECTION SYSTEM most recently constructed, upgraded, or renewed?  
\_\_\_\_\_

FS. What is the age of your DISINFECTION SYSTEM? \_\_\_\_\_

FT. In what year was your LAND APPLICATION/DISPOSAL evaluated? \_\_\_\_\_

FU. In what year was your LAND APPLICATION/DISPOSAL most recently constructed, upgraded, or renewed? \_\_\_\_\_

FV. What is the age of your LAND APPLICATION/DISPOSAL? \_\_\_\_\_

*Part V: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.*

FW. How many commercial/industrial connections were added in 2023? \_\_\_\_\_

FX. How many residential sewer connections were added in 2023? \_\_\_\_\_

FY. How many equivalent residential connections did you serve in 2023? \_\_\_\_\_

*Part VI: OPERATOR CERTIFICATION - Please answer the following questions regarding OPERATOR CERTIFICATION*

FZ. How many treatment operators do you employ? \_\_\_\_\_

GA. Utah administrative rules require all public system chief operators with Direct Responsible Charge (DRC) to be appropriately certified at no less than the facility's grade. Please list the designated Chief Operator/DRC for the Wastewater Treatment system below. Please give their first and last name, grade level, and email address. Grades: Grade I, Grade II, Grade III, and Grade IV. \_\_\_\_\_  
\_\_\_\_\_

GB. Please list all other Wastewater Treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. \_\_\_\_\_

GC. Please list all other Wastewater Treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas.

Grades: Grade I, Grade II, Grade III, and Grade IV. Include operators with no certification. \_\_\_\_\_

GD. Is/are all your DRC operators currently certified at the appropriate grade level for this facility? Yes No

*Part VII: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.*

GE. Have you implemented a preventative maintenance program for your treatment system? Yes No

GF. Have you updated the treatment system operations and maintenance manual within the past five years? Yes No

GG. Identify the types of treatment units at your facility.

- ☐ Screening
- ☐ Grit Removal
- ☐ Lagoon Variations
- ☐ Phosphorous Treatments
- ☐ Chlorine Disinfection
- ☐ UV Disinfection
- ☐ Land Application/Disposal

GH. To the best of my knowledge I certify the discharging lagoon portion of the MWPP survey to be correct and accurate. True False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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**Non-Discharging Lagoon**

GI. This form is completed by [name]? The person completing this form may receive Continuing Education Units (CEUs). \_\_\_\_\_

*Part I: INFLUENT INFORMATION - Please answer the following questions regarding INFLUENT into your lagoon.*

GJ. What is the design basis or rated capacity for average daily flow in MGD? \_\_\_\_\_

GK. What is the design basis or rated capacity for average daily BOD loading in lb/day?  
\_\_\_\_\_

GL. What is the design basis or rated capacity for average daily TSS loading in lb/day?  
\_\_\_\_\_

GM. What was the 2023 average daily flow in MGD? \_\_\_\_\_

GN. What was the 2023 average daily loading for BOD in lb/day? \_\_\_\_\_

GO. What was the 2023 average daily loading for TSS in lb/day? \_\_\_\_\_

GP. What was the percent capacity used by the 2023 average daily flow? \_\_\_\_\_

GQ. What was the percent capacity used by the 2023 daily average BOD? \_\_\_\_\_

GR. What was the percent capacity used by the 2023 daily average TSS? \_\_\_\_\_

*Part II: FACILITY AGE - Please answer the following questions about FACILITY AGE. If your plant does not have the treatment unit please enter N/A.*

GS. In what year was your HEADWORKS most recently evaluated? \_\_\_\_\_

GT. In what year was your HEADWORKS most recently constructed, upgraded, or renewed?  
\_\_\_\_\_

GU. What is the age of your HEADWORKS? \_\_\_\_\_

GV. In what year was your LAGOONS (including aeration) evaluated? \_\_\_\_\_

GW. In what year was your LAGOONS (including aeration) most recently constructed, upgraded, or renewed? \_\_\_\_\_

GX. What is the age of your LAGOONS (including aeration)? \_\_\_\_\_

GY. In what year was your DISINFECTION SYSTEM evaluated? \_\_\_\_\_

GZ. In what year was your DISINFECTION SYSTEM evaluated? \_\_\_\_\_

HA. What is the age of your DISINFECTION SYSTEM? \_\_\_\_\_

HB. In what year was your LAND APPLICATION/DISPOSAL evaluated? \_\_\_\_\_

HC. In what year was your LAND APPLICATION/DISPOSAL most recently constructed, upgraded, or renewed? \_\_\_\_\_

HD. What is the age of your LAND APPLICATION/DISPOSAL? \_\_\_\_\_

*Part III: DISCHARGES - Please answer the following questions regarding DISCHARGES.*

HE. How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows? \_\_\_\_\_



HF. How many days in the past year was there a bypass or overflow of wastewater at the facility due to equipment failure? \_\_\_\_\_

*Part IV: NEW DEVELOPMENT - Please answer the following questions regarding NEW DEVELOPMENT.*

HG. How many commercial/industrial connections were added in 2023? \_\_\_\_\_

HH. How many residential sewer connections were added in 2023? \_\_\_\_\_

HI. How many equivalent residential connections did you serve in 2023? \_\_\_\_\_

*Part V: OPERATOR CERTIFICATION - Please answer the following question regarding OPERATOR CERTIFICATION.*

HJ. How many treatment operators do you employ? \_\_\_\_\_

HK. Utah administrative rules require all public system chief operators with Direct Responsible Charge (DRC) to be appropriately certified at no less than the facility's grade. Please list the designated Chief Operator/DRC for the wastewater treatment system below. Please give their first and last name, grade level, and email address. Grades: Grade I, Grade II, Grade III, and Grade IV. \_\_\_\_\_

\_\_\_\_\_

HL. Please list all other wastewater treatment system operators with DRC responsibilities in the field, by name and certification grade. Please separate names and certification grade for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. \_\_\_\_\_

\_\_\_\_\_

HM. Please list all other wastewater treatment operators by name and certification grade. Please separate names and certification grades for each operator by commas. Grades: Grade I, Grade II, Grade III, and Grade IV. Include operators that are not certified. \_\_\_\_\_

\_\_\_\_\_

HN. Is/are all your DRC operators currently certified at the appropriate grade level for this facility? Yes No

*Part VI: FACILITY MAINTENANCE - Please answer the following questions regarding FACILITY MAINTENANCE.*

HO. Have you implemented a preventative maintenance program for your treatment system? Yes No

HP. Have you updated the treatment system operations and maintenance manual within the past five years? Yes No

HQ. To the best of my knowledge I certify the non-discharging lagoon portion of the MWPP survey to be correct and accurate. True False

Note: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of the assistance. Please answer questions as

accurately as possible to give you the best evaluation of your facility. If you need assistance please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our Frequently Asked Questions page.

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### **Adopt & Sign**

HR. I have reviewed this report and to the best of my knowledge the information provided in this report is correct. ☒ True ☐ False

HS. Has this been adopted by the City Council or District Board? Yes ☐ No ☒

"If No"

HT. What date will it be presented to the City Council or District Board? MAY 2ND, 2024

"If Yes"

HU. What date was this adopted by City Council or District Board? \_\_\_\_\_

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(At this point you can choose to have a copy of your responses sent to you in a report, if you turn it on before you submit.)

**THE END**

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 16

**Subject:**

Consider approval of Ordinance No. 2024-027 amending Title 7 Chapter 5 Section 10 of the city code to allow for polyurethane casket vaults in City cemeteries.

**Item at-a-glance:**

Staff Contact: Brad Rollins

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

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

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

The City Code currently only allows for concrete casket vaults. To allow for polyurethane vaults, the City Code needs to be amended. Staff recommends approval of the ordinance.

**Staff Narrative (need/purpose):**

Polyurethane casket vaults have a strength capable of uniformly withstanding a stress of seven and one-half (7-1/2) pounds per square inches as is required in the City Code. This amendment would give families the option to use this vault material. Polyurethane vaults are used in Arlington National Cemetery, can be carried to the gravesite, are narrower than concrete vaults, and may decrease wear and tear on the cemeteries.

**Name of Legal Dept approver:** Ryan N. Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval of the ordinance



**ST. GEORGE CITY, UTAH**  
**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING TITLE 7 CHAPTER 5 SECTION 10 OF THE ST.  
GEORGE CITY CODE TO ALLOW FOR VAULTS OTHER THAN CONCRETE**

**PREAMBLE**

**WHEREAS** the City of St. George has since 1862 owed and maintained a cemetery; and

**WHEREAS** casket vaults are required to be made from concrete and are required to have a strength capable of uniformly withstanding a stress of seven and one-half (7-1/2) pounds per square inches; and

**WHEREAS** polyurethane casket vaults have the strength capable of uniformly withstanding a stress of seven and one-half (7-1/2) pounds per square inches; and

**WHEREAS** polyurethane vaults are used at Arlington National Cemetery, can be carried by hand to the gravesite, are narrower than concrete vaults, and may decrease wear and tear on the cemeteries; and

**WHEREAS** in the future there may be casket vaults that enter the market that are made from other materials that have the strength capable of uniformly withstanding a stress of seven and one-half (7-1/2) pounds per square inches.

**NOW, THEREFORE**, the City Council of the City of St. George, State of Utah, hereby modifies §§7-5-10 as follows and as indicated in the updated ordinance sections attached hereto as Exhibit A and incorporated by reference:

**Section 10**     Vaults.

Adopted by the City Council, this 2<sup>nd</sup> day of May 2024.

ATTEST:

ST. GEORGE CITY

\_\_\_\_\_  
Christina Fernandez  
St. George City Recorder

\_\_\_\_\_  
Mayor Michele Randall

APPROVED AS TO FORM  
City Attorney's Office

\_\_\_\_\_  
Ryan N. Dooley  
City Attorney

**VOTING OF CITY COUNCIL:**

Councilmember Hughes \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_

## EXHIBIT A

### **7-5-10:**

#### **VAULTS:**

Before a casket is accepted for burial, it must be housed within ~~a concrete~~ an approved vault having fixed top and side panel edge restraints incorporated into the construction and having a strength capable of uniformly withstanding a stress of seven and one-half (7-1/2) pounds per square inch. If a particular type or construction of a vault is rejected by the sexton, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a cremation vault made of fiberglass, concrete, or metal with a strength deemed adequate by the sexton.

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 17

**Subject:**

Consider approval of Ordinance No. 2024-028 enacting Title 6 Chapter 6 Sections 1 through 6 of the City Code authorizing golf cart usage within the City.

**Item at-a-glance:**

Staff Contact: Jeremy Needles

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

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

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

The City Council may, by ordinance, allow a person to operate a golf cart on specified roads within City limits as ordained by Utah Code Annotated 41-6a-1510. Because many people already used golf carts within the City, this ordinance will establish where golf carts may be driven, will add definitions, will impose restrictions, will establish penalties, and will require a fine for any violation of this ordinance.

**Staff Narrative (need/purpose):**

Due to the increased usage of golf carts within the city limits, often being driven by juveniles, it would be prudent to establish the rules of who can operate the golf carts, where and in what manner. This ordinance addresses the concerns raised by the St. George Police Department, and takes into account the feedback provided by the City Council at two work meetings.

**Name of Legal Dept approver:** Ryan N. Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Recommend approval of the ordinance



**ST. GEORGE CITY, UTAH**  
**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE ENACTING §6-6-1 THROUGH §6-6-7, OF THE ST. GEORGE CITY CODE ESTABLISHING WHERE GOLF CARTS MAY BE DRIVEN WITHIN CITY LIMITS, ADDING DEFINITIONS, IMPOSING RESTRICTIONS, ESTABLISHING PENALTIES AND REQUIRING A FINE FOR ANY VIOLATION OF THIS CHAPTER**

**PREAMBLE**

**WHEREAS** the City Council of the City of St. George, Utah desires to add Section 6-6-1 of the St. George City Code governing Golf carts on streets, sidewalks, and public places; and

**WHEREAS** the City Council of the City of St George, Utah may regulate the movement of traffic on streets, sidewalks, and public places, including the movement of pedestrians as well as of vehicles as ordained by Utah Code Annotated §10-8-30; and

**WHEREAS** the City Council of the City of St. George, Utah may, by ordinance, allow a person to operate a golf cart on specified roads within City limits as ordained by Utah Code Annotated §41-6a-1510; and

**WHEREAS** to allow for the use of golf carts on city roads, the City is required to specify on which roads a person may operate a golf cart, who may operate a golf cart on a road, and the hours during which a golf cart may be on a road; and

**WHEREAS** the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of the City of St. George,

**NOW, THEREFORE**, the City Council of the City of St. George, State of Utah, hereby ordains and enacts **§§6-6-1 through 6-6-7**, as follows and as indicated in the updated ordinance sections included as Exhibit A and incorporated by reference:

- Section 1**      Definitions
- Section 2**      Authorization of Golf Carts;
- Section 3**      Restrictions on Operations;
- Section 4**      Restrictions on Areas of Use;
- Section 5**      Traffic Regulations;
- Section 6**      Violation
- Section 7**      Penalty

Adopted by the City Council, this 2nd day of May 2024.

ATTEST:

ST. GEORGE CITY

\_\_\_\_\_  
Christina Fernandez  
St. George City Recorder

\_\_\_\_\_  
Mayor Michele Randall

APPROVED AS TO FORM  
City Attorney's Office

\_\_\_\_\_  
Ryan N. Dooley  
City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes  
Councilmember Larkin  
Councilmember Larsen  
Councilmember Tanner  
Councilmember Kemp

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### 6-1-1: Definitions.

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

“Golf cart” means a device that:

- (i) is designed for transportation by players on a golf course;
- (ii) has not less than three wheels in contact with the ground;
- (iii) has an unladen weight of less than 1,800 pounds;
- (iv) is designed to operate at low speeds;
- and (v) is designed to carry not more than six persons including the driver.

"Golf cart" does not include:

- (i) a low-speed vehicle or an off-highway vehicle;
- (ii) a motorized wheelchair;
- (iii) an electric personal assistive mobility device;
- (iv) an electric assisted bicycle;
- (v) a motor assisted scooter;
- (vi) a personal delivery device, as in Utah Code Annotated Section 41-6a-1119; or
- (vii) a mobile carrier, as in Utah Code Annotated Section 41-6a-1120.

### 6-1-2: Authorization of Golf Carts.

Subject to the restrictions and regulations of this chapter, Golf carts may be operated by persons on public streets, roadways, and highways under the jurisdiction of the City of St. George.

### 6-1-3: Restrictions on Operations.

- A. Only persons 16 years of age or older may operate a Golf cart on any public street, roadway, or highway within the City.
- B. Golf carts shall not be operated on any public trail or path, or within a city designated park.
- C. Golf carts shall not be operated at a speed more than twenty-five (25) miles per hour.
- D. A golf cart shall not be operated after civil twilight at sunset or before civil twilight at sunrise on any public street, roadway, trail, public, or quasi-public area unless it is equipped with headlights, taillights, and safety reflectors on the sides and rear of the golf cart.
- E. Golf carts shall not carry any more than the number of individuals for which the Golf cart was originally manufactured, with only one person per seat. Allowing more passengers to ride than there are seats on the golf cart is prohibited.

### 6-1-4: Restrictions on Areas of Use.

- A. Golf carts shall not be operated on any public street or highway where the posted speed limit is greater than twenty-five (25) miles per hour, unless expressly authorized by the City through a written agreement.
- B. Notwithstanding the above, in the following areas of the City, the roads listed are authorized for Golf cart use:
  - a. **East:**
    - i. 400 E/900 S (Riverside Dr to River Road)
    - ii. 450 N (Mall Drive to 3050 E)
  - b. **West:**



- i. 100 N (Valley View to Dixie Drive)
  - ii. Stonebridge Dr (Dixie Dr to Santa Clara)
- C. **South:**
  - a. 3430 E (2000 S to 2450 S)
  - b. Bloomington Drive (Full Loop)
  - c. Bloomington Hills Drive (Fort Pierce N to Brigham)
  - d. Fort Pierce Drive
  - e. Desert Canyons Dr
  - f. Desert Edge Dr (Desert Canyon)
  - g. Desert Hills Drive (Price Hills to Roundabout at Thunder Rd)
  - h. Horseman Park (River Road to 3000 E)
  - i. Quarry Ridge Dr
  - j. Treatment Plant Road (3780 S)
  - k. Man-O-War (Pioneer to Bloomington Dr)
- D. **North:**
  - a. Cloud Drive (Ledges area)
- E. **Downtown:**
  - a. None

#### 6-1-5: Traffic Regulations.

- A. Golf carts are subject to alcohol, Driving Under the Influence, and open container laws of Utah Code Annotated Section 41-6a-526 whenever the Golf cart is moving, stopped, or parked on any public street, roadway, or highway within the City, with the exception that occupants of a Golf cart operating within a designated golf cart path at a public or private Golf Course are exempt from the open container laws of Utah Code Annotated Section 41-6a-526(3).
- B. Except as otherwise provided in this section, Golf carts shall comply with the same requirements as a bicycle for traffic rules pursuant to Utah Code Annotated, Title 41, Chapter 63, Traffic Code.

#### 6-1-6. Violation.

- A. It is unlawful for a parent or guardian or any individual to allow a person under the age of sixteen (16) to operate a Golf cart in violation of this section.
- B. It is unlawful for a person under the age of sixteen (16) to violate this section.

#### 6-1-7. Penalty.

The first written offense shall be an infraction, and any subsequent offense within 24 months shall be a class B misdemeanor. Nothing in this section shall prohibit an officer from issuing a warning.

**Agenda Date:** 05/02/2024

**Agenda Item Number:** 18

**Subject:**

Consider approval of Ordinance No. 2024-029 amending the administrative appeals processes

**Item at-a-glance:**

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

There are inconsistencies within the Code regarding appeals process and this is an attempt to clean up the process and make it uniform.

**Staff Narrative (need/purpose):**

The code currently contains several appeal boards and commissions which do not exist or are inactive. These code changes standardize all administrative appeals and provide clarity in the processes.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Recommend approval

**ST GEORGE, UTAH**

**ORDINANCE NO. 2024 - \_\_\_\_\_**

**AN ORDINANCE AMENDING AND UPDATING THE ST GEORGE CITY CODE PROVISIONS RELATING TO ADMININSTRATIVE APPEALS**

**WHEREAS**, in August 2019 the City Council of St. George adopted an administrative review and appeals ordinance;

**WHEREAS**, when the City Council, in August 2019, adopted an administrative review and appeals ordinance there were potential inconsistencies between the August 2019 ordinance and other St. George Code administrative appeals provisions;

**WHEREAS**, in August 2022 the City of St. George appointed an administrative law judge to review and adjudicate appeals of City administrative actions;

**WHEREAS**, the City Attorney and the administrative law judge collaborated to recommend updated administrative appeal provisions to the St. George Code;

**WHEREAS**, the City Attorney involved City department directors, the City Manager, and City Council members in preparing amendments to the administrative appeal provisions of the St. George Code; and

**WHEREAS**, the City Attorney recommended to the City Council amendments to the St. George Code which amendments establish a uniform administrative appeal process, ensure that St. George City follows best practices in administrative appeals, and are consistent with Utah law.

**NOW, THEREFORE, THE CITY COUNCIL OF ST GEORGE, UTAH ORDAINS THE FOLLOWING:**

Based upon the facts set forth in the Preamble hereto, the City Council finds there exists a compelling public interest to enact amendments to the City of St. George ordinances relating to the appeal, review, and adjudication of administrative actions of St. George officers and officials. This Ordinance shall take effect upon publication and/or posting as required by law.

APPROVED AND ADOPTED by the St. George City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024. This Ordinance shall become effective upon recording of documents, and upon posting in the manner required by law.

CITY OF ST. GEORGE:

ATTEST:

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Michele Randall, Mayor

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Christina Fernandez, City Recorder



APPROVED AS TO FORM:  
City Attorney's Office

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Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:  
Councilmember Hughes \_\_\_\_\_  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_

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## Amendments to Chapter 7A (City Manager) of Title 1 (Administration) of the St. George Code

Section 1-7A-7 (Removal From Office) of Chapter 7B is amended as follows.

### § 1-7A-7: Removal from Office

A. Procedure: The removal of the city manager shall be effected only by a majority vote of the whole city council as then constituted, convened in a regular council meeting, ~~subject to the provisions of the next succeeding subsections. In case of his intended removal by the city council, the city manager shall be furnished with a written notice stating the city council's intention to remove him, at least thirty (30) days before the effective date of his removal. If the city manager so requests, the city council shall provide in writing reasons for the intended removal, which shall be provided to the city manager within seven (7) days after the receipt of such request from the city manager.~~

~~B. Hearing: Within seven (7) days after the delivery to the city manager of such notice of intention to remove, he may, by written notification to the city recorder, request a hearing before the city council. Thereafter the city council shall fix a time for the hearing which shall be held at its usual meeting place, at which time the city manager may appear and be heard with or without counsel.~~

~~C. Suspension Pending Hearing: After furnishing the city manager with written notice of intended removal, the city council may suspend him from duty, but his compensation shall continue until his removal by action of the city council passed subsequent to the aforesaid hearing.~~

~~B. D. Discretion Of Council: In removing the city manager, the city council shall use its uncontrolled discretion, and its action shall be final. and shall not depend upon any particular showing of cause or degree of proof at the hearing, the purpose of which is to allow the city manager to present to the city council his grounds of opposition to his removal prior to its action.~~

C. Limitation on Removal. Notwithstanding the provisions set forth in this section, the city manager shall not be removed from office, other than for misconduct in office, during or within a period of ninety days next succeeding any general municipal election held in the city at which election a member of the city council is elected; the purpose of this provision is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager in the performance of the powers and duties of his/her office. After the expiration of the ninety-day period aforementioned, the provisions of this chapter as to the removal of the city manager shall apply and be effective.

---

**Amendments to Chapter 10B (Purchasing Policy and Contracts) of Title 1 (Administration) of the St. George Code**

Section 1-10B- 6 (Lowest Responsible Bidder) of Chapter 10B is amended as follows.

§1-10B- 6: Lowest Responsible Bidder

A. *Considerations:* In awarding to the lowest responsible bidder, the city shall consider, in addition to price:

1. The quality of supplies offered;
2. The ability, capacity and skill of the bidder to perform the contract or provide the supplies or service required;
3. Whether the bidder can perform the contract or provide the supplies promptly, or within the time specified, without delay or interference;
4. The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the supplies or services;
5. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
6. The quality of the bidder's performance on previous orders or contracts for the city or others;
7. Litigation by or against the bidder, either pending or threatened, where claim is made that the bidder provided or furnished materially defective workmanship or materials to the city, or failed to substantially comply with bid specifications or contract terms and conditions;
8. Any previous or existing noncompliance by the bidder with laws and ordinances of the city relating directly or indirectly to the subject of the contract;
9. The ability of the bidder to provide future maintenance and service, where such maintenance and service is essential;
10. Possession or ability to obtain all necessary city and state licenses either at the time of bid or before doing business with the city, as specified by the contracting agent;
11. A statement by bidder of all subcontractors he will use who may do or supply ten percent (10%) or more of the total contract being awarded, or a willingness to supply such listing of subcontractors at the time of bid award.



B. *Award To Other Than Lowest Bidder*: When the award is not given to the lowest bidder, a statement of the reasons therefor shall be presented by the department head involved, sent to and approved by the city manager and city attorney and filed with the purchasing manager along with any other papers related to the transaction.

C. *Challenge To Action Of Purchasing Manager*: Where a bid is protested by someone having standing to do so, or an irregularity is waived by the purchasing manager, written notice of such protest or waiver shall be given to each bidder immediately, advising the right of any person adversely affected to file a protest with the purchasing manager. Such protest must be in writing, made within seventy-two (72) hours after the bid tabulation or after receipt of the notice of protest or waiver from the purchasing manager. Failure to so file shall constitute a waiver of further challenge. Upon receipt of such challenge, the contract award process must cease until a decision of the ~~hearing board~~ the St George administrative law judge unless the purchasing manager sets forth in writing particular facts and circumstances which require continuance of the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety and welfare. An administrative ~~hearing~~ review of the protest shall be held within fifteen (15) business days. The ~~hearing~~ review shall be conducted and decided by the ~~city manager and two (2) department heads~~ the St. George administrative law judge. Their decision of the administrative law judge shall be final.

---

## **Amendments to Chapter 11 (Constitutional Takings Issues) of Title 1 (Administration) of the St. George Code**

Chapter 11 of Title 1 is repealed based on its redundancy with Chapter 3 of Title 10 in the St. George Code.

### **§ 1-11-1: Policy Considerations:**

~~There is an underlying policy in the city strongly favoring the careful consideration of matters involving constitutional taking claims, in fairness to the owner of private property bringing the claim and in view of the uncertainty and expense involved in defending lawsuits alleging such issues. At the same time, the legitimate role of government in lawfully regulating real property must be preserved and the public's right to require the dedication or exaction of property consistent with the constitution. Consistent with this policy, it is desired that a procedure be established for the review of actions that may involve the issue of a constitutional taking. These provisions are to assist city government in considering decisions that may involve constitutional takings. It is intended that a procedure for such a review be provided, as well as guidelines for such considerations. This chapter is further intended and shall be construed to objectively and~~

~~fairly review claims by citizens that a specific government action should require payment of just compensation, yet preserve the ability of the city to lawfully regulate real property and fulfill its other duties and functions.~~

~~§ 1-11-2: Defined:~~

~~A. “Constitutional taking” issues means a city action that involves the physical taking or exaction of private real property that might require compensation to a private real property owner because of:~~

- ~~1. The fifth or fourteenth amendment of the Constitution of the United States;~~
- ~~2. Article 1, section 22 of the Utah constitution; or~~
- ~~3. Any recent court rulings governing the physical taking or exaction of private real property by a government entity;~~

~~B. Actions by the city involving the physical taking or exaction of private real property is not a constitutional taking if the physical taking or exaction:~~

- ~~1. Bears an essential nexus to a legitimate governmental interest; and~~
- ~~2. A legitimate governmental interest exists for the action taken by the city; and~~
- ~~3. Is roughly proportionate and reasonably related, on an individualized property basis, both in nature and extent, to the impact of the proposed development on the legitimate government interest.~~

~~§ 1-11-3: Guidelines Advisory:~~

~~The guidelines adopted and decisions rendered pursuant to the provisions of this chapter are advisory, and shall not be construed to expand or limit the scope of the city’s liability for a constitutional taking. The reviewing body or person shall not be required to make any determination under this chapter except pursuant to section 1-11-4 of this chapter.~~

~~§ 1-11-4: Review of Decision:~~

~~Any owner of private real property who claims there has been a constitutional taking of their private real property shall request a review of a final decision of any officer, employee, board, commission or council of the city. The following are specific procedures established for such a review:~~

~~A. *Final Determination Required:* The owner of private real property requesting a review must have obtained a final and authoritative determination, internally, within the city, relative to the decision from which a review is requested.~~

~~B. *Filing Of Request For Review:* Within thirty (30) days from the date of the final decision that gave rise to the concern that a constitutional taking has occurred, the owner of private real property requesting the review shall file in writing, in the office of the city recorder, a request for review of that decision. A copy of the written request shall also be filed with the city attorney.~~

~~C. *Time To Review Set:* The city council, or an individual or body designated by the city council, shall immediately set a time to review the decision that gave rise to the constitutional takings claim.~~

~~D. *Information Required Of Owner:* In addition to the written request for review, the owner of the private real property shall submit, prior to the date of the review, the following:~~

- ~~1. Name of the owner or the applicant requesting review;~~
- ~~2. Name and business address of the current owner of the property, form of ownership, whether sole proprietorship, for profit or not for profit corporation, partnership, joint venture or other, and if owned by a corporation, partnership or joint venture, name and address of all principal shareholders or partners;~~
- ~~3. A detailed description of the grounds for the claim that there has been a constitutional taking;~~
- ~~4. A detailed description of the property taken;~~
- ~~5. Evidence and documentation as to the value of the property taken, including the date and cost at the date the property was acquired. This should include any evidence of the value of that same property before and after the alleged constitutional taking, the name of the party from whom purchased, including the relationship, if any, between the person requesting a review and the party from whom the property was acquired;~~
- ~~6. Nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold interest;~~
- ~~7. Terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three (3) years prior to the date of application;~~
- ~~8. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three (3) years prior to the date of application;~~



- ~~9. The assessed value of and ad valorem taxes on the property for the previous three (3) years;~~
- ~~10. All information concerning current mortgages or other loans secured by the property, including the name of the mortgagee or lender, current interest rate, remaining loan balance and term of the loan and other significant provisions, including, but not limited to, right of purchasers to assume the loan;~~
- ~~11. All listings of the property for sale or rent, price asked and offers received, if any, within the previous three (3) years;~~
- ~~12. All studies commissioned by the applicant or agents of the applicant within the previous three (3) years concerning the feasibility of development or the utilization of the property;~~
- ~~13. For income producing property, all itemized income and expense statements from the property for the previous three (3) years;~~
- ~~14. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and~~
- ~~15. The city council or their designee may request additional information reasonably necessary, in the city council's or its designee's opinion, to arrive at a conclusion concerning whether there has been a constitutional taking.~~

~~E. *Complete Application:* An application shall not be deemed to be complete or submitted until the reviewing body/designee certifies to the applicant that all the materials and information required above have been received by the city. The reviewing body/designee shall promptly notify the applicant of any incomplete application.~~

~~F. *Hearing:* The city council, or individual or body designated by them, shall hear all the evidence related to and submitted by the applicant, city or any other interested party.~~

~~G. *Final Decision:* A final decision on the review shall be rendered within fourteen (14) days from the date the complete application for review has been received by the city recorder. The city council's, or its designee's, decision concerning the results of the review shall be given in writing to the applicant and to the officer, employee, board, commission or council that rendered the final decision that gave rise to the constitutional takings claim.~~

~~H. *Failure To Hear And Decide:* If the city council, or individual or body designated by it, fails to hear and decide the review within fourteen (14) days, the decision appealed from shall be presumed to be approved.~~

~~§ 1-11-5: Reviewing Guidelines:~~

~~The city council, or individual or body designated by it, shall review the facts and information presented by the applicant to determine whether or not the action by the city constitutes a “constitutional taking,” as defined in section 1-11-2 of this chapter. In doing so, they shall consider:~~

~~A. Whether the physical taking or exaction of the private real property bears an essential nexus to a legitimate governmental interest.~~

~~B. Whether a legitimate governmental interest exists for the action taken by the city.~~

~~C. Are the property and exaction taken, roughly proportionate and reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.~~

#### ~~§ 1-11-6: Results of Review:~~

~~After completing the review, the reviewing body shall make a determination regarding the above issues and, where determined to be necessary and appropriate, shall make a recommendation to the officer, employee, board, commission or council that made the decision that gave rise to the constitutional takings claim.~~

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## **Amendments to Chapter 15 (Administrative Appeals) of Title 1 (Administration) of the St. George Code**

Section 1-15-1 (Authority) of Chapter 15 is amended as follows.

### **§ 1-15-2: Authority**

A. *Purpose:* An effective administrative review process gives property owners, citizens, businesses, and the City of St. George an opportunity for an independent review of administrative decisions. An effective administrative review allows the appeal authority to revisit and establish the relevant facts and information, and ensure the proper legal standards are applied. An effective administrative appeal process provides an opportunity for the parties to mediate settlement alternatives, as appropriate. The City of St. George administrative review process safeguards the rights of businesses, property owners, citizens, and associations; identifies and addresses errors in administrative decisions; and reduces the potential for St. George legal costs and financial liability associated with protracted litigation.

B. *Appointment*: The appeal of an administrative decision shall be conducted by an administrative law judge ~~hearing officer~~, who shall be appointed by the mayor with the advice and consent of the city council. Multiple administrative law judges ~~hearing officers~~ may be appointed to hear appeals for the city. The administrative law judge ~~hearing officer~~ shall be an independent contractor.

C. *Qualifications*: The administrative ~~hearing officer~~ law judge should be a person with common sense, analytical abilities, ability to make decisions based on the law as it relates to the facts, ability to write decisions, conduct research, read briefs, make evidentiary rulings, and be trained or experienced in law, mediation or the topic being appealed.

D. *Authority*: The administrative ~~law judge~~ hearing officer has the authority to review, hear, and decide appeals which allege an error in any administrative decision made in the administration of the city code if the decision is a final written decision and no other administrative remedies are available. This includes administrative decisions made by the city council, the planning commission, and city employees. The administrative law judge is a quasi-judicial officer, which includes the authority to investigate and adjudicate the matter on appeal. The administrative law judge ~~hearing officer~~ has authority to hear appeals from:

1. A request for a variance from any land use decision;
2. Determinations regarding nonconforming uses and noncomplying structures;
3. Determinations of violations of the storm water ordinances and any civil fines or costs imposed;
4. Administrative actions taken pursuant to the animal services ordinances;
5. Administrative actions taken pursuant to the health and safety codes;
6. Administrative actions taken pursuant to nuisance codes;
7. Administrative actions taken pursuant to business license codes;
8. Administrative actions taken pursuant to personnel codes and policies; ~~and~~
9. Administrative actions taken pursuant to public ways and property codes;
10. Administrative actions taken pursuant to business and construction codes;
11. Contract bid protests and waivers; and



9. Other code sections as determined by the city.

E. *Conflict Of Interest*: ~~An administrative hearing officer shall not participate in any appeal where the administrative hearing officer has a conflict of interest.~~ An administrative law judge, in individual administrative reviews, is subject to disqualification for bias, prejudice, interest or any other reason for which a judge may be disqualified in a court of law. The administrative law judge shall not adjudicate/review a matter if he or she is biased or prejudicated with respect to any issue, person, or party; or has a personal interest which impairs his or her ability to fairly address the facts and law in a matter. A motion to disqualify under this rule may be submitted to the St. George administrative law judge by any party to an administrative appeal. The administrative law judge shall consider the motion and shall decide whether to proceed with the adjudication/review or withdraw. The administrative law judge may ask the parties in the matter on appeal to submit briefs, at the discretion of the administrative law judge.

(a) "Bias" means a subjective inclination, bent, or preconceived opinion based on extrajudicial factors (factors other than the law or evidence applicable in a matter under consideration), that impairs a judge from exercising fair and independent judgment regarding an issue, person, or party. Bias does not refer to the possession of a general judicial philosophy.

(b) "Prejudice" means a fixed mental attitude or position of a judge, based on extrajudicial factors (factors other than the law or evidence applicable in a matter under consideration), that impairs the judge from dealing fairly and impartially with an issue, person, or party. The presence or absence of prejudice can be determined by the totality of the circumstances.

(c) "Personal interest" includes family, social, political, financial, or other interests or relationships that influence a judge's judicial conduct or judgment.

F. *Removal*. An administrative law judge may be removed by the mayor for conduct unbecoming an administrative law judge, dereliction of assigned duties or the existence of systemic bias or conflict of interest that might affect impartiality of decisions.

G. *GRAMA Denial Appeals*. At the discretion of the city manager, an appeal of the denial of a Government Records and Management Act (GRAMA) request may be referred to the administrative law judge for review and adjudication.

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## **Amendments to Chapter 15 (Administrative Appeals) of Title 1 (Administration) of the St. George Code**

Section 1-15-2 (Procedure) of Chapter 15 is amended as follows.

### **§ 1-15-2 (Procedure)**

A. *Parties Entitled To Appeal To The Administrative ~~Law Judge Hearing Officer~~*: Any person or entity adversely affected by an administrative decision made by the city of St. George is entitled to appeal that decision to the administrative ~~law judge hearing officer~~ if it is a final decision made in writing, unless other appeal procedures are specifically provided for in another section of the city code that apply to the issue being appealed.

B. *Time To File Appeal And How*: The party appealing a final written administrative decision of the city shall file the appeal in writing with the city recorder within ten (10) ~~calendar~~ **business** days of the date the disputed administrative decision was put in writing. The written appeal must include the following or it will not be heard:

1. Payment of applicable fees, if any;
2. The name, street and mailing address, email, and phone number of the person appealing;
3. A written statement that sets forth with specificity the grounds for appeal and all errors asserted;
4. Every theory of relief they intend to raise in this appeal and a future appeal of the decision or order of the city; and
5. All attachments, exhibits, a list of witnesses, a statement summarizing the witnesses' testimony, and a copy of other evidence that the applicant will present. ~~Information not included with the appeal shall not be received or considered by the administrative hearing officer.~~

C. *Notice Of Hearing ~~and Pre-hearing Conferences~~*: After receiving an appeal, a hearing shall be scheduled. ~~The city recorder shall publish a notice on the city's website and the state public notice website.~~ A notice of the hearing stating time, place and subject matter shall be given to the parties involved prior to any hearing. Notice may be served personally, by mail to the address on the appeal, or by electronic mail to the address provided on the appeal. No hearing, or the result thereof, shall be invalidated by any defect in giving notice to the parties at the addresses provided on the appeal. If the administrative ~~law judge hearing officer~~ desires, they may **require the parties to participate in pre-hearing conferences.** ~~submit a pre-hearing outline.~~

1. Prior to a hearing on the matter on appeal, the administrative law judge may host pre-hearing conferences for purposes including: addressing standing or other jurisdictional matters; ensuring that the city action was administrative and not legislative; ensuring that the action appealed is final; gathering and reviewing the administrative record upon which the city action was based; requesting additional records or affidavits from the parties relevant to matters raised on appeal or by the administrative law judge's review of the administrative record; addressing procedural motions of the parties; developing the legal framework/standards relevant to the matter on appeal; preparing and publishing a hearing management order; or other appropriate pre-hearing requirements.

2. For any pre-hearing conference, except for a settlement conference, the administrative law judge shall publish a memorandum which summarizes the issues discussed during the pre-hearing conference, and, if appropriate, publish orders for the parties relating to the matter on appeal. At any time after an appeal is filed, the administrative law judge may order a party to produce documents or other evidence under the party's control if necessary to decide the matter pending before the administrative law judge. At any time, the administrative law judge may take judicial notice of public or generally available facts or information, provided that all parties are informed of the facts or information which the administrative law judge intends to judicially notice and each party shall be given a reasonable opportunity to refute the facts or information which the administrative law judge intends to judicially notice.

3. Prior to a hearing, the administrative law judge shall include the parties in the preparation and publication of a hearing management order. That order may include, as appropriate: submission of documents and production of witness lists prior to the hearing; the types of evidence to be considered; swearing of witnesses; under which circumstances, if any, the hearing will be closed to the public; recording of the hearing; representation of the parties; sequencing of the presentation of evidence and making arguments; consequences of a person or party failing to appear at the hearing; issuance of subpoenas, as appropriate; parties' opportunity to confront and cross examine witnesses; the parties' burdens of proof (including affirmative defenses); exclusion of privileged, irrelevant, immaterial, or unduly repetitious evidence; the role of the administrative law judge in questioning witnesses; submission of rebuttal evidence; requests for continuance and how such requests will be handled; and motions and how motions will be handled.

4. The administrative law judge may mediate a resolution of the matter on appeal among the parties towards a settlement of the appeal.

D. *Response*: Prior to the hearing, the city may submit to the administrative law judge ~~hearing officer~~, and the other party, a response to the appeal and all documents and a copy of all evidence and information to be considered in the appeal.



E. *Hearing:*

1. Appeal review, hearings, and adjudication are intended to be informal in nature. Formal rules of evidence and civil procedure, including discovery, do not apply. The Utah rules of civil procedure and evidence shall be used as guidelines for the conduct of ~~this a~~ hearing but shall not be binding. The administrative law judge ~~hearing officer~~ may consider any relevant, nonprivileged oral or documentary evidence presented.
2. All Hearings are open to the public unless the administrative law judge approves a motion to close a portion of the hearing. The city recorder shall retain all documents considered. The proceedings of each appeal hearing shall be recorded on audio equipment. The audio recording of each appeal hearing shall be kept for a minimum of sixty (60) calendar days. Upon the written request of any interested person, such audio recording shall be kept for a reasonable period of time beyond the sixty (60) calendar day period, as determined by the administrative law judge ~~hearing officer~~. Copies of the tapes of such hearings may be provided, if requested, at the expense of the requesting party.
3. At the hearing, the parties shall appear in person and may be represented by an attorney, call witnesses and present evidence. If the person appealing fails to appear at the hearing, without good cause, the failure to appear shall be deemed a withdrawal of the appeal and a waiver of any appeal rights.
4. The parties may have witnesses testify and submit documents and other evidence in support of the case. ~~Without a showing of good cause, evidence from the appealing party not included with the appeal application may not be received or considered by the administrative hearing officer.~~ Each party shall have the opportunity to confront and cross examine the witnesses.
5. The city may use any evidence submitted by the person appealing and any evidence considered or reviewed in making the decision or order that is the subject of the appeal, including but not limited to the testimony of individuals involved in the decision. Hearsay evidence is admissible, but the administrative law judge ~~hearing officer~~ may not rely exclusively on hearsay evidence. The administrative law judge ~~hearing officer~~ may ask questions of the witnesses.
6. The appealing party has the burden of proving that the administrative decision was made in error unless otherwise stated in another section of the city code for a specific type of appeal being made. The burden to prove any affirmative defense shall be upon the person raising such defense. Unless required otherwise by Utah statute or Utah case law, the burden of proof shall be established by a preponderance of the evidence.

F. *Standard Of Review*: The standard of review for an appeal shall be de novo unless otherwise stated in another section of the city code for a specific type of appeal being made.

G. *Administrative Law Judge's ~~Hearing Officer's~~ Decision*:

1. After hearing the evidence presented, the administrative law judge ~~hearing officer~~ shall make written findings of fact and conclusions of law on the matter appealed and shall file the decision with the city recorder, whether it reverses or affirms, in whole or in part, remands, or modifies the decision being appealed. The city recorder shall notify the parties of the administrative law judge's ~~hearing officer's~~ decision by mail.

2. If the administrative hearing officer affirms the administrative decision made by the city, the original order shall remain in effect. If the administrative hearing officer reverses the decision made by the city in whole or in part, modifies the decision, or remands the decision, the order will be adjusted accordingly.

3. If the parties to the appeal enter into a stipulated agreement, signed by all parties, the stipulated agreement shall be reviewed by the administrative law judge, and entered as an order by the administrative law judge.

4. An administrative law judge shall assemble and prepare for certification an administrative record which supports the decision on appeal. The administrative record is a compilation and organization of all evidence presented and relied upon in connection with the final administrative decision. Once assembled, the administrative law judge shall submit the administrative record to the city attorney for certification and filing.

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## **Amendments to Chapter 15 (Administrative Appeals) of Title 1 (Administration) of the St. George Code**

Section 1-15-4 (Stay of Decision) of Chapter 15 is amended as follows.

### **§ 1-15-4: Stay of Decision**

When an appeal of the administrative law judge's ~~hearing officer's~~ decision is made, the administrative ~~hearing officer~~ law judge may stay the issuance of any permits or approvals, based on its decision, for thirty (30) calendar days or until the decision is issued by the court hearing the appeal.

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**Amendments to Chapter 1 (Planning Commission) of Title 2 (Boards and Commissions) of the St. George Code**

Section 2-1-2 (Powers and Duties) of Chapter 1 is amended as follows.

§ 2-1-2: Powers and Duties

A. The planning commission shall review and make a recommendation to the city council in accordance with Utah Code Annotated section 10-9a-302, for all items enumerated therein, including:

1. A general plan and amendments to the general plan;
2. Land use regulations, including:
  - a. Ordinances regarding the subdivision of land within the municipality; and
  - b. Amendments to existing land use regulations;
3. An appropriate delegation of power to at least one (1) designated land use authority to hear and act on a land use application; and
4. ~~An appropriate delegation of power to at least one (1) appeal authority to hear and act on an appeal from a decision of the land use authority; and~~
4. Application processes that:
  - a. May include a designation of routine land use matters that, upon application and proper notice, will receive informal streamlined review and action if the application is uncontested; and
  - b. Shall protect the right of each:
    - (1) Land use applicant and adversely affected party to require formal consideration of any application by a land use authority;
    - (2) Land use applicant and adversely affected party to appeal a land use authority's decision; and
    - (3) Participant to be heard in each public hearing on a contested application.

B. For the purposes of subsection A5 of this section, "adversely affected party" is defined in accordance with Utah Code Annotated section 10-9a-103.



- C. Before making a recommendation to a legislative body on an item described in subsection A1 or A2 of this section, the planning commission shall hold a public hearing in accordance with state law.
- D. The city council may adopt, modify, or reject the planning commission's recommendation. The city council, in its sole discretion, may refer an item to the planning commission for further review and recommendation.
- E. The city council, in its sole discretion, may consider the planning commission's failure to make a timely recommendation as a negative recommendation, if the planning commission fails to take action on an item within sixty (60) days from the hearing date. If an applicant has requested that the planning commission not take action on an item, the sixty (60) day limit is tolled until the applicant makes a written request for planning commission consideration, again starting the sixty (60) day time limit.
- F. Nothing in this section limits the right of the city to initiate or propose the actions described in this section.
- G. The planning commission shall exercise any other powers delegated to it by the city council.

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**Amendments to Chapter 2 (City Employees and Employee Appeals Board) of Title 2 (Boards and Commissions) of the St. George Code**

Section 2-2-1 (City Employees; Duration and Termination of Employment; Exceptions) of Chapter 2 is amended as follows.

§ 2-2-1: City Employees; Duration and Termination of Employment; Exceptions

- A. Except as provided in subsection B of this section, each employee of the city shall hold employment without limitation of time, being subject to discharge, suspension of over two (2) days without pay, or involuntary transfer to a position with less remuneration only as provided in section 2-2-2 of this chapter.
- B. Subsection A of this section does not apply to the following:
1. An officer appointed by the mayor or the city manager;
  2. The police chief;

~~3. Any deputy police chief;~~

34. The fire chief;

~~5. Any deputy or assistant fire chief;~~

4. Any department head;

;

5. A superintendent;

6. A probationary employee;

7. A part time employee; or

8. A seasonal or temporary employee of the municipality; or

9. an employee who has acknowledged in writing that the employee's employment status is appointed or at-will.

C. Nothing in this section may be construed to limit the city's ability to define cause for an employee termination or reduction in force.

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## **Amendments to Chapter 2 (City Employees and Employee Appeals Board) of Title 2 (Boards and Commissions) of the St. George Code**

Section 2-2-2 (Discharge; Suspension Without Pay, or Involuntary Transfer; Appeal Procedure) of Chapter 2 is amended as follows.

§ 2-2-2: Discharge; Suspension Without Pay, or Involuntary Transfer; Appeal Procedure

A. An employee may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration:

1. Because of the employee's politics or religious belief; or
2. Incident to or through changes, either in the elected officials or heads of departments.

B. If an employee is discharged, suspended for more than two (2) days without pay, or involuntarily transferred from one (1) position to another with less remuneration for any disciplinary reason, the employee may appeal the action in writing to an administrative law judge ~~hearing officer~~ by filing the written appeal and all relevant materials with the Human Resources Director within the timelines and under the general guidelines provided in title 1, chapter 15 of this code, this chapter, and the provisions of the city policy and procedures entitled “Discipline and Employee Appeal,” including all future amendments, deletions and additions made by the city.

C. Merit employees have the right to appeal a dismissal, termination, or release from employment, or reassignment to a position with less remuneration, based on the employee’s fitness for duty. The administrative law judge may request the appointment of an independent medical expert, in the administrative law judge’s discretion, if the administrative law judge believes the expert’s opinion is necessary for the resolution of the case.

D. No appeal is allowed for discharge or involuntary reassignment due to loss of state or federal licensure or certification which are required for the employee’s position.

E. In appeals of employee discipline or other employment action, the administrative law judge shall either sustain the employment action or overturn the action. The administrative law judge may not modify the employment action.

F. The decision of the administrative law judge ~~hearing officer~~ shall be certified to the city recorder within fifteen (15) calendar days from the date of the hearing, except, for good cause, the administrative law judge ~~hearing officer~~ may extend the fifteen (15) day period to a maximum of sixty (60) calendar days, if the employee and the city both agree.

G. If the administrative law judge ~~hearing officer~~ finds in favor of the employee, the administrative ~~hearing officer~~ law judge shall provide that the employee shall receive:

1. The employee’s salary for the period of time during which the employee is discharged or suspended without pay; or
2. Any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

H. ~~A final action or order of the administrative hearing officer may be appealed to the court of appeals by filing with that court a notice of appeal as provided by Utah law.~~



**Amendments to Chapter 1 (General License Provisions) of Title 3 (Business and License Regulation) of the St. George Code**

Section 3-1-19 (Denial, Suspension, Revocation of a Business or Alcohol License) of Chapter 1 is amended as follows.

§ 3-1-19: Denial, Suspension, Revocation of a Business or Alcohol License:

*A. Reasons For Denial, Suspension, Or Revocation Of A Business Or Alcohol License:* After a person has made application to, or has obtained from, the city a business or alcohol license, the application or license may be denied, suspended or revoked for any of the following reasons:

1. Does not meet the qualifications for a licensee as provided under this title;
2. For a new application, nonpayment of a returned check for the required license fees at the time the application is made. For a license renewal application, nonpayment of the required license fees plus penalty three (3) months after it is due;
3. One (1) of the reviewing departments or divisions of the city has disapproved the application pursuant to any applicable provision of the city code;
4. False or incomplete information given on the application or renewal form;
5. Noncompliance with any requirement or condition set by the city;
6. Noncompliance with any city, state or federal statutes or any health department regulations governing the applicant/licensee's business;
7. The license was obtained by deceit, fraud or misrepresentation or other crime;
8. The applicant/licensee is more than sixty (60) days past due on any debt owed to the city;
9. The applicant/licensee has refused authorized representatives of the city to make an inspection or has interfered with such representatives while in the performance of such inspection;
10. Violation of this title by the agents or employees of a licensee and violations of any other laws by the agents or employees committed while acting as an agent or employee of the licensee;
11. The licensee attempts to, or does, assign, transfer or sell a license in violation of this chapter;  
or
12. Any other reason expressly provided for in this title.

B. *Enforcement:*

1. *Authority:* The license officer may, without a hearing, deny, suspend or revoke a license for the reasons provided in this title. However, if a license is suspended or revoked, the suspension or revocation shall not take effect until the time for appealing the decision has passed.

2. *Procedure For Denial, Suspension Or Revocation:* The license officer shall cause written notice to be personally served upon the person affected or deposited in the United States mail addressed to the address provided to the business license office by the licensee, which shall advise the licensee of the specific violation, that the license has been denied, suspended or revoked, the licensee's right to appeal the licensing officer's decision and have a hearing review and the appeal procedure. For suspensions and revocations, the notice shall include that operation of the business after the effective date is a Class "B" misdemeanor.

3. *Appeal Procedure:* Appeals of the license officer's decision may be made by filing a written notice of appeal with the ~~license officer~~ city recorder within ten (10) ~~calendar~~ business days after personal service or mailing of the notice. The written notice of appeal shall set forth with specificity the reasons why the applicant/licensee believes the denial, suspension or revocation was in error and how the applicant/licensee is in compliance with all requirements in this title. If an appeal is filed, the suspension or revocation shall not take effect until after the time for appealing the decision of the ~~hearing officer~~ administrative law judge has expired. If an appeal is withdrawn, the suspension or revocation shall take effect immediately.

4. *Hearing:*

a. The license officer shall schedule ~~the hearing~~ a review as soon as possible but no later than thirty (30) calendar days after receipt of the notice of appeal. ~~then advise the licensee of the hearing date.~~

b. ~~A hearing officer, designated by the city manager,~~ The administrative law judge shall ~~hear~~ review and adjudicate the appeal. The following rules shall apply to ~~the a~~ hearing, if required and held:

(1)The hearing shall be recorded.

(2)The city shall present the reasons for the decision to deny, suspend or revoke the license.

(3)The applicant/licensee, in person or through an attorney, may present evidence to show why the decision was in error.

(4)All witnesses shall be sworn to testify truthfully.

- (5) Both parties are entitled to cross-examine the witnesses.
- (6) The hearing shall be informal and the rules of evidence shall not apply.
- (7) Hearsay evidence shall be admissible. The ~~hearing officer~~ administrative law judge shall determine the weight given to the hearsay evidence.
- (8) All privileged, irrelevant, immaterial, or unduly repetitious evidence shall be excluded.
- (9) The ~~hearing officer~~ administrative law judge does not have the authority to waive compliance with applicable provisions of the ordinances or change the substance or form of the ordinances.
- c. The ~~hearing officer~~ administrative law judge, after ~~hearing~~ considering all the evidence, shall make a factual determination, based on the preponderance of the evidence, whether the alleged grounds for enforcement have been proven. The decision shall be rendered in writing within fifteen (15) calendar days from the date ~~of the hearing~~ all evidence has been received by the administrative law judge. The ~~hearing officer~~ administrative law judge may either affirm or reverse the decision of the licensing officer or modify the order of the licensing officer. The decision of the ~~hearing officer~~ administrative law judge shall be final for purposes of appeal.
- ~~5. *Appeal Of Hearing Officer's Decision:* Either party may file a petition with the district court for review of the decision. The petition must be filed within thirty (30) calendar days after the decision is rendered. The district court's review is limited to the record of the decision that is being appealed. The court shall not accept or consider any evidence that is not part of the record of that decision. The district court shall presume that the hearing officer's decision and orders are valid and review the record to determine whether or not the decision was arbitrary, capricious, or illegal.~~
- C. *Civil Suit:* The city attorney may institute a civil suit to enjoin the operation of any business being operated without the license required hereunder, or he may seek the criminal sanctions provided in section 3-1-21.
- D. *State Law Applicability:* Enforcement provisions hereunder shall not apply to any aspect of regulation where enforcement is preempted by state law.



## **Amendments to Chapter 2B (Residential Solicitation) of Title 3 (Business and License Regulation) of the St. George Code**

Section 3-2B-15 (Appeal) of Chapter 2B is amended as follows.

### **§ 3-2B-15: Appeal**

An applicant or registered solicitor whose certificate has been denied or suspended shall have the right to appeal to the ~~city council or its designee~~ administrative law judge. Any appeal must be submitted by either the applicant, the responsible person or entity, or legal counsel for either who: a) documents the relationship with the applicant or responsible person or entity; or b) is licensed or authorized by the state of Utah to do so and makes the assertion of an agency relationship. The following procedures and requirements shall apply:

A. Any appeal must be submitted in writing to the city recorder with a copy to the licensing officer within ten (10) business days of the decision from which the appeal is taken. Such appeal shall describe in detail the nature of the appeal, the action complained of and the grounds for appeal.

B. Upon request of the applicant or registered solicitor, within one business day, the city will make available any information upon which it relied in making the determination to either deny or suspend the certificate.

C. The ~~appeals officer~~ administrative law judge shall review, de novo, all written information submitted by the applicant or registered solicitor to the licensing officer, any additional information relied upon by the licensing officer as the basis for denial, suspension or revocation, and any additional information supplied by the city, applicant or registered solicitor. Any additional information submitted by any party to the appeal to the ~~appeals officer~~ administrative law judge shall be simultaneously submitted to the opposing party. If desired, any party shall have three (3) business days to submit rebuttal documentation to the ~~appeals officer~~ administrative law judge regarding the additional information submitted by the opposing party.

D. The ~~appeals officer~~ administrative law judge will render a decision no later than fifteen (15) ~~calendar~~ business days from the date the appeal was taken, unless an extension of time is agreed upon by the parties. In the event that any party to the appeal submits rebuttal information as allowed in subsection C of this section, the fifteen (15) ~~calendar~~ business days shall be extended to include the additional three (3) business days for rebuttal.

1. The denial or suspension of the certificate shall be reversed by the ~~appeals officer~~ administrative law judge if upon review of the written appeal and information submitted, the ~~appeals officer~~ administrative law judge finds that the licensing officer made a material mistake of law or fact in denying or suspending the applicant or registered solicitor's certificate.

2. If the written appeal and information submitted indicates that the licensing officer properly denied or suspended the certificate of the applicant or registered solicitor, the denial or suspension of the certificate shall be affirmed and constitute a determination that the suspended certificate is revoked.

3. The decision of the ~~appeals officer~~ administrative law judge shall be delivered to the applicant or registered solicitor by the means designated in the completed application, or as otherwise agreed upon when the appeal was filed.

E. After the ruling of the ~~appeals officer~~ administrative law judge, the applicant or solicitor is deemed to have exhausted all administrative remedies with the city.

~~F. Nothing herein shall impede or interfere with the applicant's, solicitor's, or city's right to seek relief in a court of competent jurisdiction.~~

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### **Amendments to Chapter 2F (Ambulances) of Title 3 (Business and License Regulation) of the St. George Code**

Section 3-2F-11 (Enforcement, Appeals and Penalties) of Chapter 2F is amended as follows.

#### **§ 3-2F-11: Enforcement, Appeal and Penalties**

A. *Compliance Committee, Annual Review, And City Manager Determination:* Compliance with the standards and requirements of this article shall be determined by a committee comprised of the city's police chief, fire chief, dispatch communications manager, medical control doctor for dispatch, and attorney or their designees. Review for compliance with the standards and requirements of this article shall be on at least an annual basis, or as often as the committee determines is necessary to ensure compliance. The committee shall meet with each provider to review all information considered by the committee before making any recommendation. Any recommendation of the committee regarding compliance or noncompliance and any recommended penalties, along with supporting documentation, shall be made in writing to the city manager. The city manager shall make a determination in writing of compliance or noncompliance for each provider including, if needed, the imposition of any penalties.

B. *Appeal:* A provider may appeal in writing a determination of noncompliance or any penalty imposed by the city manager by filing the appeal with the city recorder within ten (10) business days of the determination of noncompliance or imposition of a penalty. The ~~city manager~~ administrative law judge shall review and adjudicate the appeal of a provider within ten (10)

business days of receipt of the appeal from the provider. ~~The city manager shall issue a decision in writing within ten (10) business days of the appeal hearing with the provider.~~ The decision of the administrative law judge shall be final.

~~A provider may appeal a noncompliance decision or the imposition of a penalty by the city manager to the mayor and council by filing a notice of appeal with the city recorder within ten (10) business days of the issue date of the decision of the city manager. The mayor and council shall hear the appeal of the provider within thirty (30) days of the receipt of the notice of appeal by the city recorder. The mayor and city council shall issue a determination in writing within thirty (30) days after the hearing. The decision of the mayor and council is final.~~

C. *Penalties*: Penalties for noncompliance may be one, or a combination of one or more, of the following:

1. Written warning with a written improvement plan which includes action items needed to comply with the standards and requirements of this section.
2. Probation period for up to twelve (12) months in addition to the written warning. Any violations by a provider within the probationary period may result in a recommendation for revocation of the ambulance services provider's business license.
3. Revocation of the provider's business license.

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### **Amendments to Chapter 20 (For Hire Vehicle Services) of Title 3 (Business and License Regulation) of the St. George Code**

Section 3-20-12 (Revocation or Suspension of License) of Chapter 20 is amended as follows.

§ 3-20-12: Revocation or Suspension of License.

A. *Authority*: Based upon a violation of any of the provisions of this article or of any other ordinance of the city, or the laws of the state, or for any other reason city deemed reasonable or proper, the above mentioned for hire vehicle business license and for hire vehicle driver's permit may be either permanently revoked or suspended by the city, but only after the owner or driver has been given notice and has had a reasonable opportunity to present evidence in his or her behalf.



B. *Appeal*: In the event the city either permanently revokes or suspends the business license or the driver's for hire vehicle driver's permit, the licensee or permittee may file a written appeal to the ~~city council~~ administrative law judge which shall be filed with the city recorder within ~~five~~ (5) ten (10) business days of the revocation or suspension. The licensee's or permittees' failure to file a written appeal within ~~five~~ (5) ten (10) business days of the revocation or suspension shall be considered a waiver of a right of appeal. The ~~city council~~ administrative law judge shall ~~hear~~ review and adjudicate the appeal within thirty (30) business days of receipt of the written appeal. ~~At the hearing before the city council, the licensee or permittee may present evidence as to why his or her business license or the for hire vehicle driver's permit should not be revoked or suspended.~~ The decision of the ~~city council~~ administrative law judge shall be made within five (5) business days ~~of the hearing~~ from the date all evidence has been received by the administrative law judge, and the ~~city council's~~ administrative law judge's decision shall be final.

C. *Suspension Or Revocation*: Any suspension of the business license or the for-hire vehicle driver's permit shall be noted on such license or permit, together with a statement of the reasons therefor, and the licensee or permittee shall be deprived of the permit or license until the expiration of the period of the suspension in the event that only a suspension is imposed. A second suspension for the same reason or a third suspension for any reason shall be cause to permanently revoke the for-hire vehicle business license and/or the for-hire vehicle driver's permit.

D. *License After Revocation*: No person whose license or permit has been revoked shall be permitted to obtain a for hire vehicle business license and/or a for hire vehicle driver's permit, except upon the presentation of reasons satisfactory to the city council.

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## **Amendments to Chapter 2R (Food Trucks) of Title 3 (Business and License Regulations) of the St. George Code**

Section 3-2R-5 (Revocation; Penalty) of Chapter 2R is amended as follows.

### **§ 3-2R-5: Revocation; Penalty**

Failure of a licensee at any time to meet any of the above conditions, or any other ordinance of the city, shall result in a revocation of the license to do business, subject to the ~~hearing~~ review and adjudication provided in section 3-1-19 of this title. Violation may also result in the application of that penalty prescribed in section 3-1-21 of this title. Each day of operation while in violation of this article may constitute a separate offense thereunder. Nothing herein shall be

construed to permit door to door peddling or solicitation in a residential neighborhood, or the sale of commodities other than ready to eat food, beverage and related items from a mobile or portable facility.

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**Amendments to Chapter 5 (Alarm System Businesses) of Title 3 (Business and License Regulations) of the St. George Code**

Section 3-5-11 (Response to Frequent False Alarms; Appeal of No Response Determination) of Chapter 5 is amended as follows.

**§ 3-5-11: Response to Frequent False Alarms; Appeal of No Response Determination**

*A. Conditions Warranting Disregard Of Call:* When the chief of police determines whether to make an immediate dispatch in response to notification of a signal from a security alarm system, the chief may disregard a call for police assistance when:

1. The call for assistance comes from an alarm system for a premises that has a record of sending four (4) false alarms in a six (6) month period; and
2. The call is the only basis for making the dispatch.

The chief may consider such a call for assistance as an additional factor in the chief's decision to order an immediate police response when an in-person call, verification from a person at or near the premises or other independent evidence shows need for immediate police assistance at the premises.

*B. Written Notice:* To discourage false alarms, the chief shall adopt a process of sending a letter or delivering other written notice informing the alarm user who has had a false alarm of the consequences of excessive false alarms, the need to take corrective action, and the prospect that four (4) false alarms in a six (6) month period shall result in the police disregarding alarms from the premises and not responding to requests for immediate police assistance unless there is an in person call for assistance from someone at or near the premises or other independent information that verifies the need for an immediate police response.

*C. Content Of Notice Of No Response:* Before determining not to respond to alarms from a premises as specified above, the ~~chief~~ police department shall send or deliver notice to the alarm user that:

1. Four (4) false alarms have been received from the property within a six (6) month period;
2. The remedy authorized in subsection A of this section may be taken;
3. The alarm system user may request a review by the administrative law judge ~~hearing before the chief or the chief's designee~~ and explain why the ~~chief~~ department should not take the proposed action;
4. If no hearing is requested, the department will, after ten (10) business days from the delivery of the notice, disregard alarms from the premises unless there is an in person call for assistance from someone at or near the premises or other independent information that verifies the need for an immediate police response; and
5. A requirement of an in-person communication or other verification shall remain in effect for a period of one year.

D. *Hearing:* If a ~~hearing~~ review is requested, the ~~chief~~ administrative law judge shall schedule the ~~hearing~~ review within ten (10) calendar days of the receipt of the request. ~~At the hearing, the chief~~ The administrative law judge may consider such factors as: the steps that the alarm user or alarm system monitoring company has taken, or is taking, to correct the problem; the incidence of crime in the area of the premises; the facts and circumstances of the false alarms; and other relevant information presented by the alarm user or the alarm system monitoring company.

E. *Suspension Of No Response:* The ~~chief~~ administrative law judge may suspend or cancel the remedy under subsection A of this section if the ~~chief~~ administrative law judge determines that the alarm user or alarm system monitoring company has taken appropriate actions to prevent the recurrence of false alarms.



Section 3-7-10 (Appeal) of Chapter 7 is amended as follows.

§ 3-7-10: Appeal

In the event of denial of any home occupation business license or of the revocation thereof or of objection to the limitations placed thereon, based on noncompliance with city zoning ordinances, appeal may be made to the ~~board of adjustment~~ administrative law judge provided in section 3-1-19 of this title. ~~in accordance with the provisions of section 10-3-1 of this code. All other appeals may be made to the city council.~~

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**Amendments to Chapter 10 (Special Events) of Title 3 (Business and License Regulations) of the St. George Code**

Section 3-10-9 (Appeal Procedures) of Chapter 10 is amended as follows.

§ 3-10-9: Appeal Procedures

Any applicant for a special event permit desiring to appeal an administrative decision concerning the denial or modification of a special event permit may petition the ~~city council~~ administrative law judge if the decision was made by the city manager. Any decision made by the city council is final. All appeals shall be in writing, shall state the specific grounds for the appeal, and shall be delivered to the city recorder within ~~five (5) calendar~~ ten (10) business days after the date the applicant received notice of the denial. ~~An applicant may appeal the city council's decision by seeking judicial review with the district court, which review shall be limited to a review of the record. The district court shall presume the city council's decision is valid and shall review the record to determine whether or not the decision was arbitrary, capricious or illegal.~~

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**Amendments to Chapter 6 (Hazardous Materials) of Title 4 (Health and Safety) of the St. George Code**

Section 4-6-1 (Cost Recovery) of Chapter 6 is amended as follows.

§ 4-6-1: Cost Recover

A. *Definitions:* For the purpose of this section, the following terms, phrases and words shall have the following meanings:

EXPENSES: All costs incurred for the response, containment and/or removal and disposal of hazardous materials on initial remedial action. It includes, but is not necessarily limited to, the actual labor costs of government and other personnel including workers' compensation benefits, fringe benefits, administrative overhead, and any costs of equipment, equipment operation, materials, disposal and any contract labor or materials.

HAZARDOUS MATERIALS EMERGENCY: A sudden and unexpected release of any substance that, because of its quantity, concentration or physical, chemical or infectious characteristics, presents a direct and immediate threat to public safety or the environment, and requires immediate action to mitigate the threat.

B. *Recovery Of Expenses:*

1. Those persons or entities whose negligent or intentional actions cause or create, in whole or in part, a hazardous materials emergency within the boundaries of the county/city are liable to the county/city for all costs and expenses incurred in or arising from response to such hazardous materials emergency by the county/city and any other political subdivision, agency or cooperative entity. The county/city shall recover all such costs and expenses, including reasonable attorney fees, litigation expenses and court costs incurred in, related to or arising out of, all cost recovery efforts and enforcement of the terms of this section.
2. All costs and expenses shall be billed at the current rate established and approved by resolution of the executive committee of the interlocal agreement for cooperative hazardous materials protection and services.
3. The payment of expenses under this section does not constitute an admission of liability or negligence in any legal action for damages.

C. *Cost Recovery Procedure:*

1. The county/city shall investigate and determine the person or entity responsible for causing or creating the hazardous materials emergency and shall notify the responsible party in writing of said determination of responsibility and the amount of costs and expenses incurred by the county/city in responding to the hazardous materials emergency.

2. The notice required by subsection C1 of this section shall specify that the party determined to be responsible for causing or creating the hazardous materials emergency has the right to appeal the decision determining responsibility to the administrative law judge. Appeals shall be filed with the city recorder within ten (10) business days from the date of the notice. ~~governing body of the county/city and shall specify a deadline for filing the notice of appeal and the person or office in which it must be filed. The deadline for filing the notice of appeal shall not be less than fifteen (15) days from the date of the notice.~~

3. ~~In the event a notice of appeal is filed, the hearing before the governing body shall be an informal public hearing, and the parties shall not be required to adhere to the Utah rules of civil procedure or evidence. The appealing party and the county/city shall each be entitled to present evidence and argument in support of their respective positions, in accordance with procedures established at the hearing by the governing body.~~

3. The decision of the ~~governing body~~ administrative law judge shall be final.

D. *Action To Recover Costs:* In the event the responsible party fails or refuses to pay all of the costs and expenses determined by the county/city related to or arising out of the county/city's response to the hazardous materials emergency within thirty (30) calendar days after assessment or after the ~~governing body's~~ administrative law judge's decision on an appeal, the ~~county/city~~ may initiate a legal action to recover such costs. ~~including reasonable attorney fees and costs.~~

E. *Expenses Of Other Responding Entities:*

1. In the event that personnel and equipment from other political subdivisions, agencies or cooperative entities shall respond to assist with the hazardous materials emergency, then the ~~county/city~~ shall recover costs and expenses incurred by such other political subdivisions, agencies or cooperative entities as part of the ~~county/city's~~ cost recovery efforts.

2. Upon recovery of costs and expenses from the responsible party, the ~~county/city~~ is authorized to reimburse such other political subdivisions, agencies or cooperative entities for their actual costs incurred in responding to the hazardous materials emergency.



Section 5-2-5 (Regulatory Permits) of Chapter 2 is amended as follows.

§ 5-2-5: Regulatory Permits

A. *Types Of Permits:*

1. *Commercial Permits:* It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, groomery, riding stable, veterinary clinic or hospital, or any similar establishment, unless such person first obtains a regulatory permit from the division of animal control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the animal control division to that division. Establishments operated by a governmental or humane society shall be exempt from this section.

2. *Sportsman's Permit:* Where permitted by other applicable ordinances of the city, the owner of purebred dogs may obtain a permit to keep up to five (5) dogs in a residential area provided:

- a. Such dogs are individually licensed;
- b. Such dogs are registered with a national registry (AKC, UKC, Field Dog);
- c. Approval is granted by the department of community development and the division of animal control;
- d. Adequate runs (not necessarily concrete) are provided; and
- e. Other provisions of this chapter are complied with, and no dog or premises is deemed to be a nuisance.

B. *Posting Of Permit; Transferability; Changes:* A valid permit shall be posted in a conspicuous place in each establishment, and a permit shall not be transferable to another location. The permittee shall immediately notify the division of animal control of any change in location or ownership.

C. *Fee For Permit:* The fees for a commercial permit shall be in such amounts as established by resolution of the city council.

D. *Term Of Permit; Renewal:* Any permit issued pursuant to this section shall automatically expire on December 31 immediately following date of issue. Within two (2) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after December 31, except an application for a new

establishment opening subsequent to that date, shall be accompanied by a late application fee in addition to the regular permit fee.

E. *Rules And Regulations:* The division of animal control shall promulgate reasonable rules and regulations governing the operation of kennels, catteries, groomeries, pet shops, riding stables and veterinary clinics or hospitals. Such rules and regulations shall have the effect of law, and violation of such rules and regulations shall be deemed a violation of this chapter and grounds for revocation of a permit issued by the division of animal control.

F. *Suspension Or Revocation Of Permit:*

1. *Grounds:* A permit may be suspended or revoked or a permit application rejected for falsification of facts in the permit application or for violation of any of the provisions of this chapter or any other law or regulation governing the establishment.

2. *Procedure:* If the inspection of a commercial permittee discloses a violation, the inspector shall notify the permittee of the following:

- a. The specific violations found;
- b. A specific and reasonable period of time for the correction of the violations found;
- c. Notice that failure to correct may result in immediate suspension of the permit; and
- d. An opportunity for appeal from the notice and inspection findings will be provided if a written request for a ~~hearing~~ review and adjudication is filed with the ~~division of animal control~~ city recorder within ~~five (5)~~ ten (10) business days of the date of notice. The administrative law judge shall review and adjudicate the appeal.

3. *Notice Served:* Notice shall be deemed to have been properly served when the original of the inspection report form or other notice has been delivered personally to the permittee or person in charge, or such notice has been sent by certified mail to the last known address of the permittee. A copy of such notice shall be filed with the records of the division of animal control.

Section 5-2-7 (Prohibited Acts and Activities) of Chapter 2 is amended as follows.

§ 5-2-7: Prohibited Acts and Activities

A. *Harboring Stray Dogs*: It shall be unlawful for any person, except an animal shelter, to harbor or keep any lost, abandoned or strayed dog. Whenever any dog shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the animal control division within twenty-four (24) hours, and the division shall impound the dog as herein provided.

B. *Animals Running At Large*: It shall be unlawful for the owner or custodian of any animal, other than domestic cats, to allow such animals at any time to run at large. The owner or person charged with responsibility for an animal found running at large shall be strictly liable for a violation of this subsection regardless of the precautions taken to prevent the escape of the animal and regardless of whether or not he knows that the animal is running at large.

C. *Animals On Unenclosed Premises*: It shall be unlawful for any person to chain, stake out or tether any animal on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owner of the affected property.

D. *Female Dogs In Heat*: It shall be unlawful for the custodian of any female dog in heat to fail to confine such dog in a secure enclosure so as to prevent it from coming into contact with other dogs and creating a nuisance, except for planned breeding.

E. *Places Prohibited To Animals*: It shall be unlawful for any person to take or permit any animal in or about any establishment or place or business where food or food products are sold or displayed, regardless of how the animal may be restrained, except for seeing eye dogs, hearing dogs and dogs assisting governmental officials.

F. *Attacking Dogs*:

1. It shall be unlawful for the owner or custodian of any dog to allow the dog to attack, chase or worry any person, any domestic animal having a commercial value, or any domestic fowl. "Worry," as used in this subsection, shall mean to harass by tearing, biting or shaking with the teeth. Killing of a dog by any person while the dog is engaged in any act prohibited by this subsection, is reasonably necessary to stop the dog's actions, shall not be a violation of any other provision of this chapter, provided such killing in no way endangers another's safety or property.

2. When there have been three (3) reported attacks by the same dog, the animal control officer shall impound and destroy the animal pursuant to section 5-2-10 of this chapter. Prior to destroying such a dog, the animal control officer shall provide notice of the decision to destroy to the owner of the dog by written notice mailed to the owner's last known address. The owner may



oppose the dog's destruction by making a written request for a ~~hearing to the city attorney's office~~ review and adjudication to the city recorder within ten (10) business days of the date of the mailing of the notice. Upon a request for a ~~hearing, a hearing examiner, appointed by the city attorney, shall conduct a hearing~~ review the administrative law judge shall adjudicate the appeal as soon as is reasonably possible. ~~At the hearing, the hearing examiner shall allow the animal control officer and the owner, or the representative of either, to present any relevant evidence, including reliable hearsay evidence, and~~ After receipt of evidence the administrative law judge shall then, based on the evidence presented, affirm or overturn the decision to destroy the dog. If the ~~hearing examiner~~ administrative law judge affirms the decision, the animal control officer shall destroy the dog as soon as possible.

G. *Vicious Animals*: It shall be unlawful for the owner of a vicious animal to permit such animal to go or be off the premises of the owner or custodian unless such animal is under control and properly muzzled so as to prevent it from injuring any person or property. Every animal so vicious and dangerous that it cannot be effectively controlled by its owner or custodian shall be considered a hazard to public safety, and the division lieutenant may impound and destroy the animal pursuant to section 5-2-10 of this chapter.

H. *Animal Waste Disposal*: It shall be unlawful for the owner or custodian of an animal to permit the animal to defecate upon a public street, sidewalk, park or other area, or upon the property of another unless the owner or custodian removes and properly disposes of all animal waste that may result.

I. *Carcass Disposal*: It shall be unlawful for the owner or custodian, or if ownership cannot be ascertained, for any person causing the death of an animal, to allow the carcass of a dead animal to remain anywhere in the city, whether interred or otherwise, and whether on private or public property. Disposal shall be at the county sanitary landfill by arrangement directly with the operator thereof who shall effect an appropriate interment at the landfill site. This subsection shall have no application to animals killed for consumption purposes, although unused portions of the carcass must be disposed of in accordance herewith. This provision shall not apply to domesticated animals as provided for in section 4-2-3A.

J. *Cruelty To Animals*:

1. Cruelty to animals is prohibited. Cruelty shall consist of those acts designated in Utah Code Annotated section 76-9-301, together with injurious hobbling and malicious impounding.

2. The operator of a motor vehicle that strikes and injures any domestic animal shall immediately stop and give such aid as can reasonably be rendered. In the absence of the owner, he shall also immediately notify the animal control division, furnishing requested facts relative to the incident. Emergency vehicles are exempted from the requirements of this provision.

3. It shall be unlawful for any person to take or kill any birds, or to rob or destroy any nest, eggs or young of any bird.

K. *Sale Of Animals*: It shall be unlawful for any person to sell, offer for sale, barter or give away any baby rabbits or fowl under two (2) months of age in any quantity less than six (6). Such animals shall not be artificially dyed or colored. It shall be unlawful for any person to offer a live animal as a premium prize, award, novelty or incentive to purchase merchandise.

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## **Amendments to Chapter 2 (Animal Control) of Title 5 (Public Safety) of the St. George Code**

Section 5-2-10 (Impounding) of Chapter 2 is amended as follows.

### **§ 5-2-10: Impounding**

A. *Authority; Applicable Animals*: The division lieutenant shall place any animals which he takes into custody in a designated animal impound facility. The following animals may be taken into custody by the division lieutenant and impounded without the filing of a complaint:

1. Any animal being kept or maintained contrary to the provisions of this chapter;
2. Any animal running at large contrary to the provisions of this chapter;
3. Any animal which is by this chapter required to be licensed and is not licensed. Any animal not wearing a tag shall be presumed to be unlicensed for purposes of this section;
4. Any abandoned animal;
5. Animals which are not vaccinated for rabies in accordance with the requirements of this chapter; or
6. Any vicious animal not in compliance with section 5-2-7G of this chapter.

B. *Information Required*: The impounding of any animal in this chapter shall require the following information to be kept by the division lieutenant:

1. Complete description of the animal, including tag numbers if any;

2. The manner and date of impound;
3. The location of the pick up and name of the officer picking up the animal;
4. The manner and date of disposal;
5. The name and address of the redeemer or purchaser;
6. The name and address of any person relinquishing an animal to the impound facility;
7. All fees received; and
8. All expenses accrued during impoundment.

C. Animals shall be impounded for a minimum of three (3) days before further disposition, unless relinquished by the owner or custodian for the express purpose of destruction. Disposition by destruction shall not occur until after the fifth day of impound, except in the case of attacking dogs or vicious animals when deemed necessary by the animal control officer in the public interest. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Where owner notification has occurred, and at the animal control officer's discretion, impoundment of an animal may be extended at the owner's expense for up to ten (10) days before disposition. (Ord. 6-1-1988, 6-2-1988)

D. *Disposition:* All dogs and cats, except for those quarantined or confined by court order, held longer than the minimum impound period, and all dogs and cats voluntarily relinquished to the impound facility, may be destroyed or sold as the division lieutenant shall direct. Any licensed animal impounded and having or suspected of having serious physical injury or contagious disease requiring medical attention, may, without waiting the minimum impound period, in the discretion of the division lieutenant, be released to the care of a veterinarian or destroyed for humane reasons, provided consent be obtained in advance from the owner or custodian, if known and available.

E. *Redemption:* The owner of any impounded animal or his authorized representative may redeem such animal before disposition as provided in subsection D of this section, provided he pays:

1. The impound fee;
2. The daily board charge;
3. Veterinary costs incurred during the impound period, including rabies vaccination; and



4. License fee, if required.

*F. Fees For Impound; Waiver:*

1. Impound fees shall be in such amounts as established by resolution of the city council.
2. The animal control officer, in his discretion, may waive an impound fee under appropriate circumstances for animals confined pursuant to section 5-2-6C of this chapter, but board charges shall be paid in any event.

*G. Adoption:*

1. Animals may be given up after three (3) days to responsible adults for “adoption,” upon a showing that they can provide an adequate home, and disposition by that method shall relieve the city of further responsibility to any party for the animal. The city reserves the right to refuse any adoption. No warranty of any type may be given as to the health, disposition or suitability of the animal so adopted, although records shall be kept of any person to whom an animal is given. There shall be no charge for animals given up for adoption, except that no animal shall be given to a former owner, directly or indirectly, without payment by the recipient of all fees required by subsection E of this section, and any attempt to bypass the payment of impound charges shall be unlawful.

2. Any person denied the right to adopt an animal may appeal the denial by filing a notice of appeal with the city recorder’s office within ten (10) business days of the denial. The notice of appeal shall contain the applicant’s name, mailing address, daytime telephone number, and the relief sought. Upon receipt of the notice of appeal, the ~~appeal officer~~ administrative law judge shall conduct a hearing review within ~~five (5) working~~ ten (10) business days following receipt of the notice of appeal, unless an extension is requested by the applicant. ~~At the hearing, the appeal officer shall allow the animal control officer and the petitioner, or the representative of either, to present any relevant evidence, including reliable hearsay evidence, and shall then, based on the evidence presented, affirm or overturn the decision to deny the adoption.~~ During the appeal process, the adoptee animal shall be retained by the shelter. If the ~~appeal officer~~ administrative law judge affirms the denial, the adoptee animal shall be treated as any other animal. If the ~~appeal officer~~ administrative law judge overturns the denial, the adoptee animal shall be adopted to the petitioner as soon as reasonably practical.

3. ~~The city council shall appoint an appeal officer to hear a notice of appeal.~~

## **Amendments to Chapter 2 (Animal Control) of Title 5 (Public Safety) of the St. George Code**

Section 5-2-11 (Sterilization Requirements) of Chapter 2 is amended as follows.

### **§ 5-2-11: Sterilization Requirements**

*A. Definitions:* As used in this section:

**AGREEMENT:** The city of St. George animal shelter's written animal sterilization agreement.

**ANIMAL:** A cat or dog.

**ANIMAL SHELTER:** The city of St. George animal shelter.

**CLAIMANT:** An owner claiming an animal upon the animal's second impound within a twelve (12) month period and upon any subsequent impound of that animal.

**PERSON:** An individual, an entity or a representative of an entity.

**PROOF OF STERILIZATION:** A written document signed by a veterinarian licensed under Utah Code Annotated title 58, chapter 28, the Utah Veterinary Practice Act, stating: 1) a specified animal has been sterilized; 2) the date on which the sterilization was performed; and 3) the location where the sterilization was performed.

**RECIPIENT:** The person to whom the animal shelter transfers an animal for adoption.

**STERILIZATION DEPOSIT:** The portion of a fee charged by the animal shelter to a recipient or claimant of an unsterilized animal to ensure the animal is timely sterilized in accordance with an agreement between the recipient or the claimant and the animal shelter.

**STERILIZED:** An animal has been surgically altered, either by the spaying of a female animal or by the neutering of a male animal, so it is unable to reproduce.

**TRANSFER:** The animal shelter sells, gives away, places for adoption or transfers an animal to a recipient.

*B. Sterilization Required; Written Agreement:*

1. The animal shelter may not transfer an animal that has not been sterilized, except as provided below.

2. The animal shelter may transfer an animal for adoption that has not been sterilized only if:

a. Recipient signs the animal shelter's written agreement which states that the animal is not sterilized and the recipient agrees to be responsible for ensuring the animal is sterilized:

(1) Within thirty (30) days after the agreement is signed, if the animal is six (6) months of age or older; or

(2) If the animal is younger than six (6) months of age, within thirty (30) days after the animal becomes six (6) months of age; and

b. The animal shelter receives from the recipient a sterilization deposit as provided under the terms of the written agreement executed by the recipient under this section.

*C. Sterilization Deposit:*

1. Recipient or claimant shall deposit with the animal shelter a sterilization deposit which will enable the recipient or claimant to take the animal for sterilization to a veterinarian with whom the animal shelter has an agreement that the veterinarian will bill the animal shelter directly for the sterilization.

2. The deposit shall be forfeited to the animal shelter if proof of sterilization is not presented to the animal shelter in compliance with subsection B of this section.

3. Sterilization deposits shall reflect the average reduced cost of a sterilization of an animal, based on the gender and weight of the animal. The amount of the sterilization deposit shall conform to schedule A, which is attached to the ordinance codified herein and on file in the city office.

4. If a female animal and her litter are transferred to one person, a sterilization deposit is required only for the female animal.

5. All sterilization deposits forfeited or unclaimed under this section shall be retained by the animal shelter and shall be used by the animal shelter only for:

a. A program to sterilize animals, which may include a sliding scale fee program;

b. A public education program to reduce and prevent overpopulation of animals and the related costs to the city;

c. A follow up program to assure that animals transferred by the animal shelter are sterilized in accordance with the agreement; and



d. Any additional costs incurred by the animal shelter in the administration of the requirements of this section.

*D. Failure To Comply With Agreement:* If a recipient or claimant fails to comply with the agreement:

1. The failure is grounds for seizure and impoundment of the animal by the animal shelter;
2. The recipient relinquishes all ownership rights regarding the animal and any claim to expenses incurred in maintenance and care of the animal; and
3. The recipient forfeits the sterilization deposit.

*E. Deposit; When Required For Redemption By Claimant:*

1. Upon the second impound within a twelve (12) month period and upon any subsequent impound of an animal that is claimed by its owner, an animal shelter may release the impounded animal to its owner only upon payment of all impound fees required by the shelter; and:

- a. Receipt of proof the animal has been sterilized; or
- b. A sterilization deposit.

2. The sterilization deposit shall be refunded to the claimant only if the claimant provides proof of sterilization to the animal shelter within thirty (30) days of release of the animal to the claimant.

*F. Penalty; Appeal:*

1.

a. A person who knowingly commits any of the violations in subsection F2 of this section is subject to a civil penalty of not less than two hundred fifty dollars (\$250.00) on a first violation of subsection F2 of this section, and a civil penalty of not less than five hundred dollars (\$500.00) on any second or subsequent violation of subsection F2 of this section.

b. The supervisor of the animal shelter imposes the civil penalties under this section.

2. A person is subject to the civil penalties under subsection F1a of this section who:

a. Falsifies any proof of sterilization submitted for the purpose of compliance with this section;

- b. Provides to the animal shelter or a licensed veterinarian inaccurate information regarding ownership of any animal required to be submitted for sterilization under this section;
  - c. Submits to the animal shelter false information regarding sterilization fees or fee schedules; or
  - d. Issues a check for insufficient funds for any sterilization deposit required of the person or claimant under this section.
3. Any person or claimant who contests a civil penalty imposed under this section may appeal by filing a notice of appeal with the city recorder's office within ten (10) business days of the imposition of the penalty. The notice of appeal shall contain the person's or claimant's name, mailing address, daytime telephone number, and the relief sought. Upon receipt of the notice of appeal, the ~~appeal officer~~ administrative law judge shall conduct a hearing review within ~~five (5) working~~ ten (10) business days following receipt of the notice of appeal, unless an extension is requested by the person or claimant. ~~At the hearing, the appeal officer shall allow the animal control officer and the person or claimant, or a representative of either, to present any relevant evidence, including reliable hearsay evidence, and~~ After receipt of evidence the administrative law judge shall then, based on the evidence presented, affirm, modify or overturn the imposition of penalty.
- ~~4. The city council shall appoint an appeal officer to hear a notice of appeal from imposition of penalty.~~
- ~~5.~~ 4. All penalties collected under this section shall be retained by the animal shelter to be used solely for the purposes under subsection C5 of this section.

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**Amendments to Chapter 4 (Parades and Processions) of Title 6 (Motor Vehicles and Traffic) of the St. George Code**

Section 6-4-6 (Appeal Procedure) of Chapter 4 is amended as follows.

#### § 6-4-6: Appeal Procedures

Any person aggrieved shall have the right to appeal the denial of a parade permit to the ~~city council~~ administrative law judge. The appeal shall be ~~taken~~ filed with the city recorder within ten (10) business days after notice. The ~~city council~~ administrative law judge shall act upon the appeal within ten (10) business days after its receipt.

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#### **Amendments to Chapter 4 (Trees) of Title 7 (Public Ways and Property) of the St. George Code**

Section 7-4-10 (Review by City Council; Appeal) of Chapter 4 is amended as follows.

##### § 7-4-10: ~~Review by City Council;~~ Appeal

The function of the shade tree and beautification board is advisory only, and the city council shall have the right to review all of its conduct, acts and decisions. Any person may appeal a ruling or order of the shade tree and beautification board or city forester to the city council. At its discretion, the city council may refer an appeal to the administrative law judge for review and adjudication. The city council or administrative law judge will ~~conduct a hearing~~ review the evidence submitted and received and make a final decision in writing. Appeals from decisions of the shade tree and beautification board, or the city forester, must be made in writing to the city recorder within ~~five (5)~~ ten (10) business days of the ruling or order in question. ~~The party appealing shall be notified of the appeal hearing at least forty-eight (48) hours in advance to enable their attendance. Following such notice of intent to appeal,~~ No action on the problem shall be taken by the city forester pending the outcome of the appeal. ~~The city council shall hear all parties wishing to be heard on the matter during the appeal proceedings and shall make a decision.~~ The city council or administrative law judge shall notify in writing all parties concerned of decisions and shall order the city forester to take such actions as are necessary to execute the decision.

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#### **Amendments to Chapter 1 (Water Use and Service) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-1-5 (Development Without Water) of Chapter 1 is amended as follows.



## § 8-1-5: Development Without Water

A. Pursuant to the provisions of Utah Code Annotated section 10-9a-508, any person or property owner wishing to develop property within the city for residential, commercial or industrial purposes shall notify the city with the application of any and all water rights which may be appurtenant to or used upon and in connection with the property proposed to be developed. All water rights sufficient to meet the needs of the proposed development which are existing and appurtenant to or used upon and in connection with said property, or produced and developed on said property, shall be transferred to the city to support the project or development. If, after sufficient rights have been transferred to support the project, there are excess water rights, the developer may first offer to the city the purchase of said excess water rights at the fair market value. Any person seeking to develop property within the city as provided above shall furnish satisfactory evidence to the city that no transfer, sale, lease or disposal of water rights was consummated after June 1, 1987, contrary to the provisions hereof. No person shall sell, transfer, lease or assign water or water rights that are produced or developed on property within the city where such water will be used for the benefit of property that has not previously benefited therefrom, unless it is determined that future development of the property which has historically benefited from such water would not be feasible under any conditions. Any determination of the transferability of water shall be made by the water services director in writing after a consideration of (1) the impact development of any such property will have upon the city's ability to reasonably supply water to future occupants of the property; (2) the use to be made of water proposed to be transferred; (3) the most efficient utilization of water within the city; (4) the furtherance of conservation practices; and (5) all other relevant circumstances.

B. Any person not in agreement with the water services director's decision affecting property in which that person has an interest may appeal the decision to the ~~city council~~ administrative law judge within ten (10) ~~calendar~~ business days of the date of any written determination. Any appeal must be in writing and submitted in person or by email to the city recorder. The procedure thereafter shall be governed by section 1-15-1 et seq.

C. No plat shall be approved nor building permit issued in furtherance of the development of any property from which water rights have been transferred in violation hereof. Violation shall constitute an infraction, and upon conviction, subject to penalty as provided in section 1-4-1 of this code, and each day during which a violation exists may be considered a separate offense.

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## **Amendments to Chapter 1 (Water Use and Service) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-1-6 (Private Water Companies) of Chapter 1 is amended as follows.

#### § 8-1-6: Private Water Companies

A. Any person or entity engaged in the distribution of water for culinary or irrigation purposes within the city shall obtain a permit therefor from the water services director. No permit shall be issued except to persons or entities engaged in the distribution of water prior to the adoption of the ordinance codified herein, or for proposed distribution that is determined by the director to not interfere with or impact the conservation and effective utilization of water resources through the city water system. Reasonable standards for making such determination shall be formulated by the water services director and adopted by the city council. Permits shall be issued after a submission of such information and data reasonably requested by the water services director and upon determination by the city council that the requested distribution is consistent with the standards adopted, the economy and best interests of the city, and the need to regulate water resources within the city. Issuance or denial of a permit shall be made by the city council within thirty (30) days after the receipt by it of all requested information.

B. Any permit issued by the city for private water distribution hereunder shall:

1. Agree to hold the city harmless from all loss sustained by the city on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the private water distribution company in the construction, operations or maintenance of its infrastructure and water system. The city shall notify a franchised private water distributor within ten (10) business days after receipt of any notice of claim or demand, either by suit or otherwise, is made against the city alleging any negligence of the franchised private water distributor.
2. Agree that any franchise rights granted shall take effect and be in force from and after the passage of a resolution by the city council granting such franchise and upon filing of acceptance by the private water distributor of the franchise with the city recorder. A franchise so granted shall continue in force and effect for a term of three (3) years thereafter. In the event acceptance by the private water distributor is not filed with the city recorder within thirty (30) calendar days after passage of the resolution, and/or service has not commenced within sixty (60) calendar days after the acceptance has been filed, any franchise granted shall be deemed null and void.
3. Any private water distributor granted a franchise shall pay to the city an initial franchise fee of one thousand five hundred dollars (\$1,500.00) together with an amount which represents the equivalent of two percent (2%) of the gross annual operating revenues taken in and received by the private water distributor on all retail sales of water within the city.
4. Failure of a person or entity to comply with the provisions hereof may result in the revocation of a franchise or permit and all rights thereunder upon written notice from the city and after the expiration of opportunity as provided in such notice for a hearing before the city council with

regard to such violation, failure or default. At the discretion of the city council, the appeal may be referred to the administrative law judge for review and adjudication.

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## **Amendments to Chapter 1 (Water Use and Service) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-1-12 (Water Waste Prohibited) of Chapter 1 is amended as follows.

It is the intent of the city to ensure healthy development and growth patterns within the city which are sustainable, to support an important economic sector, and to ensure that there are sufficient resources necessary for future growth. In order to ensure the viability of development into the future, the city is adopting these provisions in order to prevent egregious abuses of a limited natural resource and to encourage wise stewardship of water.

A. It shall be unlawful for any water user to knowingly and intentionally waste water. Water waste may include, but is not limited to:

1. Allowing it to be wasted by stops, taps, valves, or leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow;
2. Wastefully running water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks, or other apparatus; or
3. Outdoor watering of landscaping so that a majority or significant portion of water falls directly onto impervious surfaces rather than onto any landscape plantings and accumulates on the impervious surface to the extent that running water leaves the property and enters gutters, storm drains, ditches, and other conveyances.

B. *Notice Of Water Waste:* The water services director or designee shall be responsible for identifying persons who waste or may be wasting water by reviewing complaints or by reviewing metering information.

1. Whenever any person or entity is identified as possibly wasting water, the water services director or designee may give such person or entity verbal or written notice of that fact, with recommendations as to how the wasting of water can be eliminated. Such recommendations might include, but are not limited to, repairing leaky pipes, valves, or stops, redirection of sprinkler heads, resetting of system timers, addition of devices to prevent water pressure fluctuations, or changes in location of sprinkler systems.



2. Whenever the water services director or designee finds that any person knowingly and repeatedly or flagrantly wastes water, he or she may serve upon such person a written notice of violation. Such notice shall be served by personal delivery, by mail, or by email, and shall identify the location at which water is being wasted, the manner in which the water is being wasted, and shall specify a time within which the wasting of water shall cease. The notice shall also warn that more severe measures, such as restriction or termination of water service, may be assessed or brought against the person unless the wasting of water ceases within the time provided.

3. The time given to cease wasting water may range from a requirement for immediate compliance up to thirty (30) days, depending upon the facts and circumstances of each case. For instance, if a remedy involves moving a portable hose or sprinkler, immediate compliance may be appropriate; if a remedy involves repairing or replacing a sprinkler head, several days may be required; if the remedy involves more extensive or expensive work, up to thirty (30) days may be necessary.

4. If, after receipt of a notice, the user of the city water continues to waste water after the period of time specified in the notice for ceasing such activity, the city may terminate the right of the individual to use city water. Notice of the intention to terminate a water connection shall be given at least fifteen (15) calendar days prior to the termination of service. A decision to terminate a water connection may be appealed in writing to the ~~city manager~~ administrative law judge within ten (10) ~~calendar~~ business days of the date of the notice. Appeals must be in writing and served upon the city recorder in person or by email. Appeals which are not timely filed will not be heard.

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## **Amendments to Chapter 3A (Electric Franchise) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-3A-15 (Forfeiture of Franchise) of Chapter 3A is amended as follows.

§ 8-3A-15: Forfeiture of Franchise:

Any violation by a company of this article, or the failure to promptly perform any of the provisions thereof, shall be cause for the forfeiture of a franchise and all rights thereunder upon written notice to the company by the city and after the expiration of opportunity as provided in such notice for a ~~hearing before~~ review and adjudication by the city council administrative law judge with regard to such violation, failure or default.

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**Amendments to Chapter 6 (Storm Water Drainage Services) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-6-5 (Appeal) of Chapter 6 is amended as follows.

§ 8-6-5: Appeal

A. *Authority*: Any nonresidential customer who disagrees with the storm drainage fee charge for his or her parcels may apply to the director for a service charge adjustment. The adjustment request must state the grounds for adjustment and must be filed in writing with the director. The director shall review the request and basis for service charges to determine whether an adjustment shall be made in the calculation or application of the fee. The director may approve an adjustment; however, in all cases, the director's decision shall be final, unless appealed. ~~as provided by city ordinance.~~ An appeal of the director's decision shall be filed within ten (10) business days after the decision and shall be reviewed by the administrative law judge.

B. *Credit*: If an appeal of charges is successful, credit will be applied to all charges from the time of the appealed billing and will be reflected on the next billing thirty (30) days after appeal is granted.

C. *Judicial Review Nonexistent*: Nothing in this chapter shall be construed to grant a right to judicial review, which does not otherwise exist in law.

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**Amendments to Chapter 7 (Suntran Services) of Title 8 (Utilities and Public Services) of the St. George Code**

Section 8-7-2 (Paratransit Eligibility Appeals) of Chapter 7 is amended as follows.

A. *Created:* In order to hear and decide appeals of decisions or determinations made by the SunTran staff relative to the application and interpretation of the eligibility of the applicant for paratransit services, there is hereby created the paratransit eligibility appeal process. Appeals shall be heard by a hearing officer the administrative law judge. ~~A hearing officer shall be appointed by the mayor with approval of the city council.~~

B. *Right Of Appeal:* A paratransit applicant has a right to appeal the denial of a request for paratransit service if the applicant believes the staff decision or determination is unjust or that there is not good cause for denying the service. The appeal must be made in writing and must be ~~given to the SunTran Office~~ filed with the city recorder within sixty (60) calendar days after the notice of denial was given to the applicant. Failure to file a timely appeal shall be considered a waiver of the right to appeal. A ~~hearing before the hearing officer~~ review by the administrative law judge shall be held after the appeal is received by city. If a decision is not given within thirty (30) calendar days, the applicant will be allowed to receive paratransit service until a hearing is held and decision entered.

C. *Hearing:* The Any hearing, if required, shall be open to the public but may be closed by the hearing officer, at the request of the applicant, due to the confidential nature of the information being presented. The applicant shall have the right to present new information or arguments about why applicant believes the eligibility determination should be overturned. A SunTran representative shall present the information considered to determine the applicant's eligibility for paratransit services. The applicant shall have the right to present any additional information or argument. The ~~hearing officer~~ administrative law judge may ask questions at any time during the hearing process and may ask for additional information. The ~~hearing officer~~ administrative law judge may reschedule or continue the hearing to give the parties time to provide the additional information if the ~~hearing officer~~ administrative law judge determines that it is appropriate. ~~The hearing officer shall consider all information presented and render a decision on the appeal.~~

D. *Decision:* The decision by the administrative law judge shall be given in writing to the parties within thirty (30) calendar days ~~of the hearing.~~ after all evidence has been submitted and received by the administrative law judge. If the decision is that the applicant is ineligible, the determination shall state the reasons for the finding. ~~An applicant adversely affected by the decision may appeal the decision of the hearing officer to the city manager. The city manager shall follow the same procedures as the hearing officer. The decision of the city manager is final. The applicant may file a petition in the District Court for a review of the decision which review shall be a review of the record. The District Court shall presume the city manager's decision is valid and shall review the record to determine whether or not the decision was arbitrary, capricious or illegal.~~



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## **Amendments to Chapter 1 (Building Code and Regulations) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-1-4 (Appeals) of Chapter 1 is amended as follows.

### **§ 9-1-4: Appeals**

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Building Code and applicable Utah state law, as adopted by section 9-1-1, shall be heard by the administrative ~~hearing officer~~ law judge appointed pursuant to title 1, chapter 15 of this code.

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## **Amendments to Chapter 4 (Plumbing Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-4-2 (Appeals) of Chapter 4 is amended as follows.

### **§ 9-4-2: Appeals**

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Plumbing Code and applicable Utah state law, as adopted by section 9-4-1, shall be heard by the administrative law judge ~~hearing officer~~, appointed pursuant to title 1, chapter 15 of this code.

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## **Amendments to Chapter 5 (Electrical Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-5-4 (Appeals) of Chapter 5 is amended as follows.

#### § 9-5-4: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the National Electrical Code and applicable Utah state law, as adopted by section 9-5-1, shall be heard by the administrative ~~law judge~~ hearing officer, appointed pursuant to title 1, chapter 15 of this code.

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#### **Amendments to Chapter 6 (Abatement of Dangerous Buildings Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-6-3 (Appeals) of Chapter 6 is amended as follows.

#### § 9-6-3: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the Uniform Code for the Abatement of Dangerous Buildings and applicable Utah state law, as adopted by section 9-6-1, shall be heard by the administrative ~~law judge~~ hearing officer, appointed pursuant to title 1, chapter 15 of this code.

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#### **Amendments to Chapter 7 (Fuel Gas) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-7-2 (Appeals) of Chapter 7 is amended as follows.

## § 9-7-2: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Fuel Gas Code and applicable Utah state law, as adopted by section 9-7-1, shall be heard by the administrative ~~law judge~~ ~~hearing officer~~, appointed pursuant to title 1, chapter 15 of this code.

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## **Amendments to Chapter 8 (Mechanical Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-8-2 (Appeals) of Chapter 8 is amended as follows.

## § 9-8-2: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Mechanical Code and applicable Utah state law, as adopted by section 9-8-1, shall be heard by the administrative ~~law judge~~ ~~hearing officer~~, appointed pursuant to title 1, chapter 15 of this code.

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## **Amendments to Chapter 9 (Mechanical Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-9-3 (Appeals) of Chapter 9 is amended as follows.



### § 9-9-3: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Fire Code and applicable Utah state law, as adopted by section 9-9-1, shall be heard by the administrative ~~law judge~~ hearing officer, appointed pursuant to title 1, chapter 15 of this code.

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### **Amendments to Chapter 10 (Residential Code) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-10-2 (Appeals) of Chapter 10 is amended as follows.

### § 9-10=2: Appeals

Any appeal of a final decision or determination made by the building official relative to the application and interpretation of the International Residential Code and applicable Utah state law, as adopted by section 9-10-1, shall be heard by the administrative ~~law judge~~ hearing officer, appointed pursuant to title 1, chapter 15 of this code.

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### **Amendments to Chapter 13 (Signs and Displays) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-13-11 (Variances and Appeals; Sign Review Board) of Chapter 13 is amended as follows.

#### § 9-13-11: Variances and Appeals; Sign Review Board

There is hereby created a five (5) member sign review board which is authorized to review sign permit requests and approve minor variances from the standards set forth herein upon proper evidence by the applicant that a variance is warranted. Members of the sign review board shall be appointed by the mayor with the consent and approval of the city council for staggered three (3) year terms. The mayor shall designate one of their number as chairman, and they shall establish their own rules of procedure and meeting times; the board shall meet as necessary to consider applications for sign permits where a variance from standards set forth herein is requested. Three (3) members of the board shall constitute a quorum for the conduct of business, an affirmative vote of a majority of those members present is required to approve any request. If either the applicant or the city is dissatisfied with the decision of the sign review board, or if challenge is made to the jurisdiction of the board because the item sought to be varied may not be of a “minor” nature, appeal may be had to the ~~city council~~ administrative law judge by filing written request with the city ~~manager~~ recorder within ~~twenty (20)~~ ten (10) business days after a decision is given by the board or after a question of jurisdiction is raised; any decision by the ~~city council~~ administrative law judge shall be a final determination.

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#### **Amendments to Chapter 14 (Storm Water Management) of Title 9 (Buildings and Construction) of the St. George Code**

Section 9-14-9 (Appeals) of Chapter 14 is amended as follows.

##### § 9-14-9: Appeals

A. *Appeal*: Any person aggrieved by the imposition of a civil penalty or order to bring their property into compliance as provided by this chapter may appeal said penalty or order.

B. *Appeals To Be In Writing*: The appeal shall be in writing and filed with the city recorder within ten (10) business days after the civil penalty or order is served.

C. *Upon Receipt Of An Appeal*: The ~~hearing examiner designated by the city shall hold a hearing~~ administrative law judge shall conduct a review upon receipt of an appeal. Notice shall be provided to the appealing party at the address provided by the appealing party at the time of appeal. The decision of the ~~hearing examiner~~ administrative law judge shall be final.

D. *Standard Of Review And Proof*: The ~~hearing examiner~~ administrative law judge shall ensure due process is provided. The person appealing bears the burden of proof that the city’s decision

was in error. The hearing officer shall review the facts “de novo” without deference to the city’s determination of the factual matters. The ~~hearing officer~~ administrative law judge shall determine the correctness of the city’s interpretation and application of the plain meaning of the regulations and shall decide whether the preponderance of the evidence shows that the violation(s) exist. Each party may present witnesses and evidence. The hearing shall be informal, and the rules of evidence do not apply.

~~E. *Appealing Decisions Of The Hearing Examiner:* The alleged violator and the city may appeal a decision of the hearing examiner by filing a petition with the district court within thirty (30) days of the decision.~~

E.F.—*Compliance Required:* No provision of this section shall in any way relieve the violator from compliance with the provisions of this chapter and all applicable federal, state and city storm water regulations.

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## **Amendments to Chapter 2 (Definitions) of Title 10 (Zoning Regulations) of the St. George Code**

Section 10-2-1 (Definitions) of Chapter 2 is amended as follows.



## § 10-2-1: Definitions

The following terms, as used in this title, are defined as follows. Terms used in the present tense include the future tense. Terms defined in the singular number include the plural and the plural the singular. Terms that have not been defined herein but are separately defined in the building code shall be construed as defined therein:

...

*APPEAL AUTHORITY:* The administrative law judge ~~hearing officer~~ is the appeal authority unless otherwise specified herein.

...

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## Amendments to Chapter 3 (Appeals and Variances) of Title 10 (Zoning Regulations) of the St. George Code

Sections 10-3-1 to 10-3-3 of Chapter 3 is amended as follows.

### § 10-3-1: Appeal Authorities

A. *Land Use Appeals:* Except as provided in subsections B and D of this section, the administrative law judge ~~hearing officer~~, appointed pursuant to title 1, chapter 15 of this code, is the appeal authority for challenges to all final land use authority decisions, and challenges to fees imposed hereunder. Appeals under this section shall be pursuant to title 1, chapter 15 of this code.

B. *Land Use Appeal Of Geologic Hazard Determinations:* An applicant who has appealed a decision of the land use authority, administering or interpreting a geologic hazard regulation, may request that a panel of qualified experts serve as the appeal authority for purposes of determining the technical aspects of the appeal. Upon the applicant's timely written request, payment of one-half (½) of the cost of the panel, the city shall assemble a panel of:

1. One (1) expert designated by the city and unaffiliated with the project;
2. One (1) expert designated by the applicant and unaffiliated with the project; and

3. One (1) expert chosen jointly by the first two (2) designated experts and unaffiliated with the project.

C. *Request For Variance*: The appeal authority decides requests for variances. A land use applicant may request a variance by submitting the request on a form supplied by the city, and by paying any applicable fees.

D. *Constitutional Takings Appeal*: In order to promote the protection of private property rights, and to prevent the taking, seizure, or exaction of private property without just compensation, the city shall adhere to the following before authorizing the physical taking or exaction of private real property:

1. *Takings Review Procedure*: Prior to any proposed action to physically take or exact property by the city, the city attorney should review the proposed action to determine if a constitutional taking requiring just compensation would occur under the Fifth or Fourteenth Amendments to the Constitution of the United States, under Article 11, Section 22 of the Utah Constitution, or under any recent court rulings. The city attorney should determine whether the proposed action bears an essential nexus to a legitimate governmental interest, and whether the action is roughly proportionate and reasonably related to the legitimate governmental interest. The city attorney should also determine whether the action deprives the private property owner of all reasonable use of the property. Upon identifying a possible constitutional taking, the city attorney should, in a confidential, privileged, and protected writing, inform the mayor, city council, and land use authority of the possible consequences of its proposed action. This opinion shall be advisory only. No liability shall be attributed to the city for failure to follow the recommendation of the city attorney. The guidelines in this chapter are advisory only and shall not expand nor limit the scope of the city's liability for a constitutional taking;

2. *Appeal*:

a. Any private property owner who believes that his/her property is proposed to be taken by a final action of the land use authority may appeal the that final decision to the appeal authority within thirty (30) calendar days after the written decision is made. The appeal must be filed in writing with the city recorder.

b. In addition to the written request for review, the owner of the private real property shall submit, prior to the date of the review, the following:

1. Name of the owner or the applicant requesting review;

2. Name and business address of the current owner of the property, form of ownership, whether sole proprietorship, for profit or not for profit corporation,

partnership, joint venture or other, and if owned by a corporation, partnership or joint venture, name and address of all principal shareholders or partners;

3. A detailed description of the grounds for the claim that there has been a constitutional taking;

4. A detailed description of the property taken;

5. Evidence and documentation as to the value of the property taken, including the date and cost at the date the property was acquired. This should include any evidence of the value of that same property before and after the alleged constitutional taking, the name of the party from whom purchased, including the relationship, if any, between the person requesting a review and the party from whom the property was acquired;

6. Nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold interest;

7. Terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three (3) years prior to the date of application;

8. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three (3) years prior to the date of application;

9. The assessed value of and ad valorem taxes on the property for the previous three (3) years;

10. All information concerning current mortgages or other loans secured by the property, including the name of the mortgagee or lender, current interest rate, remaining loan balance and term of the loan and other significant provisions, including, but not limited to, right of purchasers to assume the loan;

11. All listings of the property for sale or rent, price asked and offers received, if any, within the previous three (3) years;

12. All studies commissioned by the applicant or agents of the applicant within the previous three (3) years concerning the feasibility of development or the utilization of the property;



13. For income producing property, all itemized income and expense statements from the property for the previous three (3) years;

14. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and

15. The appeal authority may request additional information reasonably necessary, in the city council's or its designee's opinion, to arrive at a conclusion concerning whether there has been a constitutional taking.

c. An application shall not be deemed to be complete or submitted until all the materials and information required above have been received by the city. The appeal authority shall promptly notify the applicant of any incomplete application.

d. The appeal authority shall have fourteen (14) calendar days to hear and decide the appeal after it is filed. The appeal authority can affirm or reverse the decision of the land use authority. The appeal authority, with advice from the city attorney, shall review the appeal pursuant to subsection D1 of this section. The decision of the appeal authority shall be in writing with copies given to the appellant, mayor, city council, and the land use authority. Failure to appeal does not constitute a failure to exhaust available administrative remedies, or as a bar to bringing legal action.

e. If the appeal authority fails to hear and decide the review within fourteen (14) calendar days, the decision appealed from shall be presumed to be approved.

#### § 10-3-2: Appeal Period

The land use applicant, the municipality, or any person adversely affected by the land use authority's decision administering or interpreting this title may, within ten (10) business days, file a written notice of appeal with the city recorder, alleging that there is error in any order, requirement, decision, or determination made by the land use authority in the administration or interpretation of this title, and pay the appeal fee. The appeal shall be pursuant to the terms in title 1, chapter 15 of this code.

#### § 10-3-3: Standard of Review – Appeals

A. The appeal authority shall ensure due process for the applicant and the adversely affected parties.

B. At all times, the appellant bears the burden of proof that the land use authority's decision was in error.

C. The appeal authority shall review the facts “de novo,” without deference to the land use authority’s determination of factual matters.

D. The appeal authority shall:

1. Determine the correctness of the land use authority’s interpretation and application of the plain meaning of the land use regulations; and

2. Interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

E. Whenever an appeal is brought by a party other than the applicant or property owner:

1. The applicant and/or property owner of the property in dispute shall be notified of the appeal within fourteen (14) business days after the Notice of Appeal is received by the administrative law judge. A copy of the Notice of Appeal will be provided with the notification.

2. In addition to the appellant, the applicant or property owner has a right to be approved by the administrative law judge as an intervening party in the appeal.

F. The scope of the appeal shall be the land use decision being appealed, the grounds for relief raised by the appellant, issues the administrative law judge determines may be raised by a party in court after the final administrative decision, and any requirements of St. George ordinances, policies, and procedure.

G. The administrative law judge may reverse the land use decision, affirm the land use decision, affirm in part and/or reverse in part, modify a condition or requirement, attach conditions or requirements, remand the land use decision to the land use authority, and make any such order as ought to be made consistent with its decision.

H. Within a reasonable time, the appeal authority shall issue a written decision, supported by findings of fact and conclusions of law consistent with the standards provided herein.