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, March 7, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order Invocation Flag Salute

1. <u>Mayor's recognitions and updates.</u>

2. <u>Comments from the public.</u>

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:

- You must be a resident of the City of St. George.
- Public input shall not be allowed on any agenda item or pending land use application.
- Comments should relate to City business.
- 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.

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

3. <u>Appointment of the Community Development Director.</u>

4. Consent Calendar.

a. <u>Consider approval to award bid to Interstate Rock for the Pioneer Park</u> <u>Interpretive Trail.</u>

BACKGROUND and RECOMMENDATION: This bid is to construct an 8' wide concrete trail from the west parking lot in Pioneer Park then east to the Red Hills Desert Garden parking lot. The approximate length of the trail is a half mile. The bid also includes the installation of shade structures, creating a plaza area adjacent to the west parking lot, and a bridge over the detention basin spillway. The trail will provide spectacular views of the city as well as provide a safer route for pedestrians from the overflow parking area next to the detention basin to the Red Hills Desert Garden. Interpretive signs depicting the history of the area will be installed along the trail, but these signs are not part of this bid. Staff recommends approval.

b. <u>Consider approval of purchasing playground equipment via a state</u> <u>cooperative contract with Great Western Recreation for Royal Oaks Park.</u>

BACKGROUND and RECOMMENDATION: This purchase is to replace the existing playground at Royal Oaks Park. The existing playground equipment was installed in 1999, which was almost 25 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground. The surfacing will be changed to artificial turf which will make the playground more ADA accessible. Staff recommends approval.

c. <u>Consider approval to enter into an Encroachment and Landscape</u> <u>Maintenance Agreement with The Regency at Desert Color Community</u> <u>Association, Inc, Toll Southwest LLC, Desert Color Community Master</u> <u>Association, Inc, and Desert Color St. George LLC for installation and</u> <u>maintenance of landscape areas within the public right-of-way.</u>

BACKGROUND and RECOMMENDATION: Regency is a community in Desert Color that would like to take responsibility for the landscape installation and maintenance within the development including public streets. Staff recommends approval.

d. <u>Consider approval of a development and reimbursement agreement</u> <u>between Property Reserve, Inc., Suburban Land Reserve, Inc, and the</u> <u>City of St. George.</u>

<u>BACKGROUND and RECOMMENDATION</u>: This agreement covers the design, installation, ROW acquisition, reimbursement and payments for a storm drain along 3000 East and Merrill Road and roadway improvements along Merrill Road. Staff recommends approval.

e. <u>Consider approval of a reimbursement agreement with the Washington</u> <u>County Flood Control Authority for the purchase of property to restore</u> <u>the Ft. Pierce Wash at Quarry Ridge Drive.</u> <u>BACKGROUND and RECOMMENDATION</u>: This project will restore the floodplain along the Ft. Pierce Wash near Quarry Ridge Drive to prevent future flooding in the area. Staff recommends approval.

f. <u>Consider approval of a reimbursement agreement with the Washington</u> <u>County Flood Control Authority for the Sunbrook Golf Course Emergency</u> <u>Maintenance Project.</u>

BACKGROUND and RECOMMENDATION: This agreement reimburses costs associated with restoration and repairs along the Santa Clara River in the vicinity of Sunbrook Golf Course. The Washington County Flood Control Authority has reviewed and approved the agreement. Costs associated with this project include engineering services, environmental permitting, and construction costs in the amount of \$200,000. Staff recommends approval.

g. <u>Consider approval of a reimbursement agreement with the Washington</u> <u>County Flood Control Authority for the Southgate Golf Course Emergency</u> <u>Maintenance Project.</u>

BACKGROUND and RECOMMENDATION: This agreement reimburses costs associated with restoration and repairs along the Santa Clara River in the vicinity of Southgate Golf Course. The Washington County Flood Control Authority has reviewed and approved the agreement. Costs associated with this project include engineering services, environmental permitting, and construction costs in the amount of \$200,000. Staff recommends approval.

h. <u>Consider approval of a reimbursement agreement with the Washington</u> <u>County Flood Control Authority for the purchase of property to construct</u> <u>the Merrill Road Storm Drain Extension Project.</u>

BACKGROUND and RECOMMENDATION: This agreement reimburses costs associated with constructing a storm drain from Washington City through St. George along Merrill Road terminating at 3000 East. The Washington County Flood Control Authority has reviewed and approved the agreement. Staff recommends approval.

i. <u>Consider approval of a fee waiver for the Utah League of Cities and</u> <u>Towns BBQ event held on Thursday, April 18, 2024 at Vernon Worthen</u> <u>Park.</u>

<u>BACKGROUND and RECOMMENDATION</u>: The City of the St. George is a member of the Utah League of Cities and Towns and is the host city for this annual midyear conference. In the past, the City has waived fees (special event fee and park rental fee) for this BBQ which has taken place at Crosby, Town Square, and Vernon Worthen Parks. Staff recommends waiving the 1) Park reservation fee of \$400 and 2) the Special Event Permit fee of \$150.

j. <u>Consider approval of an Amendment to the UDOT Federal Aid Agreement</u> for the Foremaster Drive Culvert Replacement Project.

BACKGROUND and RECOMMENDATION: A UDOT Federal Aid Agreement was approved and signed 11/30/2020 for the repair and replacement of the

Foremaster Dr culverts which were damaged during the August 2020 storm event. Since that time, various analyses and options were studied in order to accommodate the repair of the culverts. It was apparent that the ultimate fix to the infrastructure would be more extensive and costly to repair. The original agreement included UDOT's contribution to the project in the amount of \$1,838,496 with a City match of \$133,504 (total \$1,972,000). This amendment to the agreement adds the necessary additional funds required for the project to be bid by UDOT and continue into construction. The additional City obligation for the project is \$2,200,887 (total City obligation \$2,334,391). The current project total estimate (combined UDOT and City amounts) is \$4,172,887.

k. <u>Consider approval of minutes from the meetings held on February 1,</u> <u>2024; February 8, 2024; February 15, 2024 (Work Meeting); February</u> <u>15, 2024 (Regular Meeting); February 29, 2024; and February 29, 2024</u> (joint meeting with Planning Commission).

5. <u>Public hearing and consideration of Ordinance No. 2024-010 vacating a</u> <u>portion of a roadway located between Lots 11 & 30 of Woodhaven Estates</u> <u>Subdivision and Crimson Cliffs Way.</u>

BACKGROUND and RECOMMENDATION: This item is a clean up item from a road dedication in 2018. At the time, the City purchased property from private owners for a new roadway. With the dedication of the new roadway (Crimson Cliffs Way), a portion of the purchased property (approx. 22 feet wide) was inadvertently included in the road dedication. This portion of property needs to be vacated. Staff recommends approval.

6. <u>Public hearing and consideration of Ordinance No. 2024-011 to vacate a</u> <u>portion of a public utility easement evidenced by Entry No. 855330, The</u> <u>Cliffs of Snow Canyon Plat 'D', and also by Entry No. 941253, The Cliffs of</u> <u>Snow Canyon Plat 'F', both according to the official plat(s) thereof on file in</u> <u>the Washington County Recorder's Office, located in St. George, Washington</u> <u>County, Utah.</u>

BACKGROUND and RECOMMENDATION: The final subdivision plats were approved by City Council - 1) The Cliffs of Snow Canyon Plat 'D' on the 20th day of November, 2003 and recorded on the 9th day of December, 2003 - 2) The Cliffs of Snow Canyon Plat 'F' on the 3rd day of March, 2005 and recorded on the 27th day of April, 2005. The Joint Utility Commission recommended approval.

7. <u>Consider adoption of Resolution No. 2023-007R of the City Council of the</u> <u>City of St. George, Utah authorizing the issuance and sale of not more than</u> <u>\$29,000,000 aggregate principal amount of General Obligation Bonds; and</u> <u>related matters.</u>

BACKGROUND and RECOMMENDATION: On November 21, 2023 voters approved the City of St. George Special Bond election authorizing the issuance of \$29 million in General Obligation bond issuance to finance all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (the "Series 2024 Project") and to pay expenses reasonably incurred in connection with the authorization and issuance of the Series 2024 Bonds. The bonds are to be due and payable in not to exceed 25 years from the date of the

issuance of the bonds. Staff proposes to issue this debt in two separate tranches. The first tranche is proposed to be issued this year with the goal of securing \$15,250,000 in proceeds to move forward with the first set of projects. The second tranche for the remaining authorized balance is planned to be issued in 2027. Tonight's item is to consider adoption of a resolution authorizing the issuance and sale of not more than \$29,000,000 aggregate principal amount of General Obligation Bonds and related matters. Staff recommends approval.

8. <u>Consider approval of a hillside development permit for Rimrock Wash Trail,</u> <u>generally located along 1450 East between 700 South and 900 South. Case</u> <u>No 2024-HS-002</u>

BACKGROUND and RECOMMENDATION: The Hillside Review Board (HRB) held a public meeting on site to review the proposed Hillside Development Permit on January 24, 2024. The HRB forwarded a positive recommendation with conditions to the Planning Commission. On February 13, 2024, the Planning Commission held a public meeting and voted 7-0 to forward a positive recommendation with conditions.

9. <u>Consider approval of Ordinance No. 2024-012 amending an approved PD-C</u> (Planned Development Commercial) on approximately 0.75 acres, located generally southeast of Pioneer Road on the existing private road, south of the existing office building and west of the I-15 exit 2 south-bound off ramp for the purpose of building a Del Taco restaurant. Case No. 2024-PDA-002

BACKGROUND and RECOMMENDATION: This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan which was adopted in November of 2006. The application was reviewed by staff and then the Planning Commission who held a public hearing on the request on January 23, 2024. The Planning Commission recommended approval of the application with a unanimous 5-0 vote.

10. <u>Consider approval of a preliminary plat for the Del Taco Preliminary Plat, a</u> <u>single lot, commercial plat located generally southeast of Pioneer Road on</u> <u>the existing private road, south of the existing office building and west of</u> <u>the I-15 exit 2 south-bound off ramp. Case No 2024-PP-001</u>

BACKGROUND and RECOMMENDATION: On January 23, 2024, the Planning Commission held a public meeting to review the proposed single lot, commercial subdivision. They voted 5-0 to forward a positive recommendation to the City Council in favor of the preliminary plat as presented with no conditions.

11. <u>Consider approval of Ordinance No. 2024-013 amending an approved PD-R</u> (Planned Development Residential) on approximately 5.92 acres, located at approximately 2000 South Mesa Palms Way for the purpose of building 51 townhome units. Case No. 2024-PDA-024

BACKGROUND and RECOMMENDATION: The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units. This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission

held a public hearing on January 23, 2024 and recommended approval to the City Council.

12. <u>Consider approval of the preliminary plat for White Sage Terrace, a 51-lot</u> townhome development located at approximately 2000 South Mesa Palms Way. Case No 2023-PP-062

BACKGROUND and RECOMMENDATION: The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units. This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission held a public meeting on January 23rd, 2024 and recommended approval.

13. <u>Consider approval of Ordinance No. 2024-014 amending an approved PD-C</u> (Planned Development Commercial) on approximately 18 acres, located along River Road and George Washington Boulevard for the purpose of creating a master signage plan for the River Crossing Development. Case No. 2024-PDA-003

BACKGROUND and RECOMMENDATION: This application proposes a master signage plan for the River Crossing development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property, and a use list (2015-ZC-035). Then in 2021, the name of this development was changed to River Crossing and a conceptual site plan was approved for phase one (2021-ZCA-081). Phase two followed in 2022 (2022-ZC-038). The original Boulder Creek Commons approval for the master sign plan (2016-ZCA-018) was May 5, 2016. At that meeting the City Council approved a master signage plan for both the east and west side of River Road. This is a new master sign proposal. The Planning Commission held a public hearing on February 13, 2024 and recommended approval.

14. <u>Consider approval of Ordinance No. 2024-015 amending an approved PD-C</u> (Planned Development Commercial) on approximately 1.92 acres, located along Pioneer Road and north of Sun River Parkway for the purpose of building a Les Schwab Tire Center. Case No. 2024-PDA-001

BACKGROUND and RECOMMENDATION: This lot is a part of the Sun River Commons area. This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan. The applicant is proposing a new Les Schwab Tire Center at this location. The planned tire center will be a 12,476 square foot Les Schwab and a 2,880 enclosed truck maintenance area which is an approved use for this PD-C (Area 2.1 allows uses from C-2 zoning in the city code). The Planning Commission held a public hearing and recommended approval to the City Council.

15. <u>Consider approval of Ordinance No. 2024-016 amending Title 10-23,</u> <u>Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of</u> <u>the city code to add additional provisions for the purpose of improving the</u> <u>water conservation efforts in the City of St. George. Case No. 2024-ZRA-004</u>

BACKGROUND and RECOMMENDATION: Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses. A public hearing was held at the Planning Commission meeting held on February 13, 2024.

16. <u>Consider approval of Ordinance No. 2024-017 amending Title 9-3-C,</u> <u>Endangered Species Act Impact Fees, of the St. George City Code, to update</u> <u>the provisions as requested by Washington County who administers the</u> <u>Habitat Conservation Plan which is in place to protect the Mojave Desert</u> <u>Tortoise Habitat. Case No. 2024-ZRA-005</u>

BACKGROUND and RECOMMENDATION: In 1990, US Fish and Wildlife Service listed the Mojave Desert tortoise as threatened under the Endangered Species Act. Then in 1995, the Habitat Conservation Plan (HCP) was established in Washington County to help preserve the Mojave Desert tortoise. Washington County administers the HCP, and recently they approached all municipalities within the county and requested each municipality to update their code to match their model code. Staff recommends approval.

- 17. Appointments to Boards and Commissions of the City.
- 18. <u>Reports from Mayor, Councilmembers, and City Manager.</u>
- 19. <u>Request a closed session to discuss litigation, security, property</u> <u>acquisition or sale or the character and professional competence or</u> <u>physical or mental health of an individual.</u>

Christina Fernandez, City Recorder

rch 1, 21.

Date

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



Agenda Date: 03/07/2024

Agenda Item Number: 4a

Subject:

Consider approval to award bid to Interstate Rock for the Pioneer Park Interpretive Trail.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Pioneer Park, 375 East Red Hills Parkway

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

This bid is to construct an 8 wide concrete trail from the west parking lot in Pioneer Park then east to the Red Hills Desert Garden parking lot. The approximate length of the trail is a half mile. The bid also includes the installation of shade structures, creating a plaza area adjacent to the west parking lot, and a bridge over the detention basin spillway. The trail will provide spectacular views of the city as well as provide a safer route for pedestrians from the overflow parking area next to the detention basin to the Red Hills Desert Garden. Interpretive signs depicting the history of the area will be installed along the trail, but these signs are not part of this bid.

Staff Narrative (need/purpose):

The purpose of the bid is to construct the trail with associated shade structures, plaza area, and bridge. The bid is broken down into a Base Bid, Additive Alternate 1, and Additive Alternate 2. The Base Bid includes the trail from the west parking lot then east to the west side of the loop road near the Pioneer Park restroom building, plaza area adjacent to the west parking lot, and shade structures. Additive Alternate 1 Project Extension includes extending the trail from the west side of the loop road then east to the Red Hills Desert Garden parking lot and the bridge over the detention basin spillway. Additive Alternate 2- Substitutions are potential substitutions for items listed in the Base Bid and Additive Alternate 1. Two substitutions are proposed. One is to substitute Base Bid, Bid Item 14 - 36 Colored Concrete Wall w/ Base with Additive Alternate, Bid Item S4 - 36 Stained Concrete Wall w/Base. The second is to substitute Base Bid, Bid Item 15 - 36 Colored Concrete Seat Wall w/ Base with Additive Alternate, Bid Item S4 - 36 Stained Concrete Wall provide better contrast between the concrete flatwork and the seat wall and help the walls blend in better with the surrounding red rock. It is proposed to award the Base Bid and Additive Alternate 1, minus bid items 14 and 15 from the Base Bid, and adding bid items S4 and S5 from Additive Alternate 2 for a total amount of \$841,172.50.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact:

Cost for the agenda item: \$841,172.50

Amount approved in current FY budget for item: \$1,000,000.00

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

funding source:

When considering design, construction administration, geotechnical testing, site furnishings, and interpretive signs, will exceed the budget by about \$200,000. The Washington County Water Conservancy District is willing to fund Additive Alternate 1 in the amount of \$212,109.50 since they will benefit from this improvement the most by providing safer pedestrian access from the overflow parking lot to the Red Hills Desert Garden.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP) and Washington County Water Conservancy District

Recommendation (Include any conditions):

Approval. It is proposed to award the Base Bid and Additive Alternate 1, minus bid items 14 and 15 from the Base Bid, and adding bid items S4 and S5 from Additive Alternate 2 for a total amount of \$841,172.50 to Interstate Rock for the Pioneer Park Interpretive Trail project.

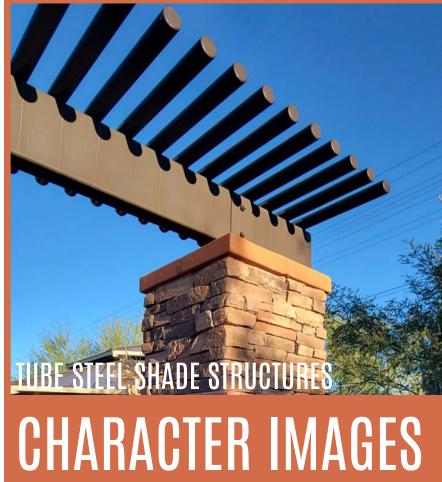
PIONEER PARK INTERPRETATIVE TRAIL

"They subdued the burning rocks and sweltering sand And gave the name to Utah's Dixie Land!" ~Andrew Karl Larson, 1961

The Pioneer Park Interpretive Trail is a proposed half-mile paved trail that will connect the west side of Pioneer Park to the Red Hills Desert Garden. Along the trail route will be a new information kiosk, shade structures, and interpretive signs depicting the history of the St. George area, significance of the Sugar Loaf, Red Cliffs Desert Reserve, importance of water conservation, and meaning of "Dixie". These signs will educate visitors on why St. George is so special to its residents and why having the "Dixie Spirit" is so important.



ST. GEORGE VIEWING AREA SKETCH







Existing West Parking Lot

West Plaza Area

Dixie Spirit Interpretive Signs

SUGAR LOAF

Sugar Loaf Interpretive Sign

OVERALL PLAN 🛌

Tortoise Fence

Existing West Parking Lot

Bottle Filler

nformation Kiosk

Exiting Trail

Concrete Trail

Shade Structure

Boulder Retaining Wall

Dixie Spirit Interpretive Signs

WEST PLAZA AREA PLAN

PIONEER PARK

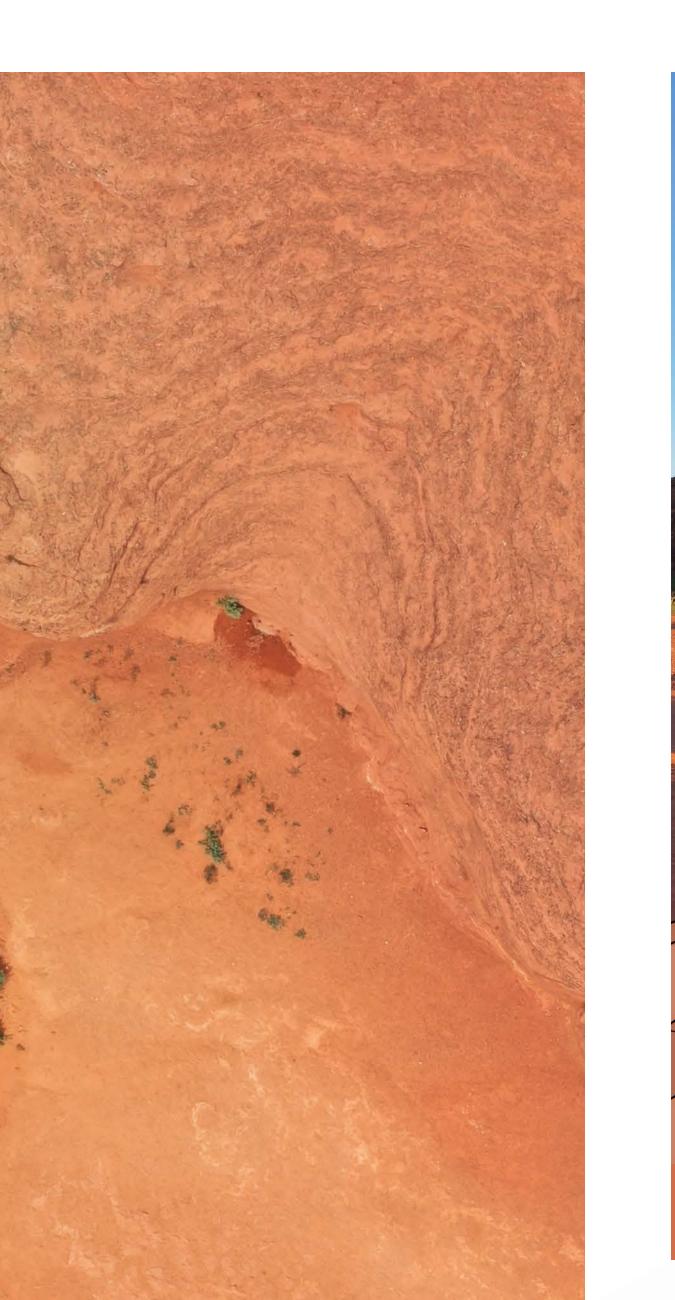
Pioneer Park Interpretive Trail

Temple & Tabernacle Interpretive Sign

a street and the state

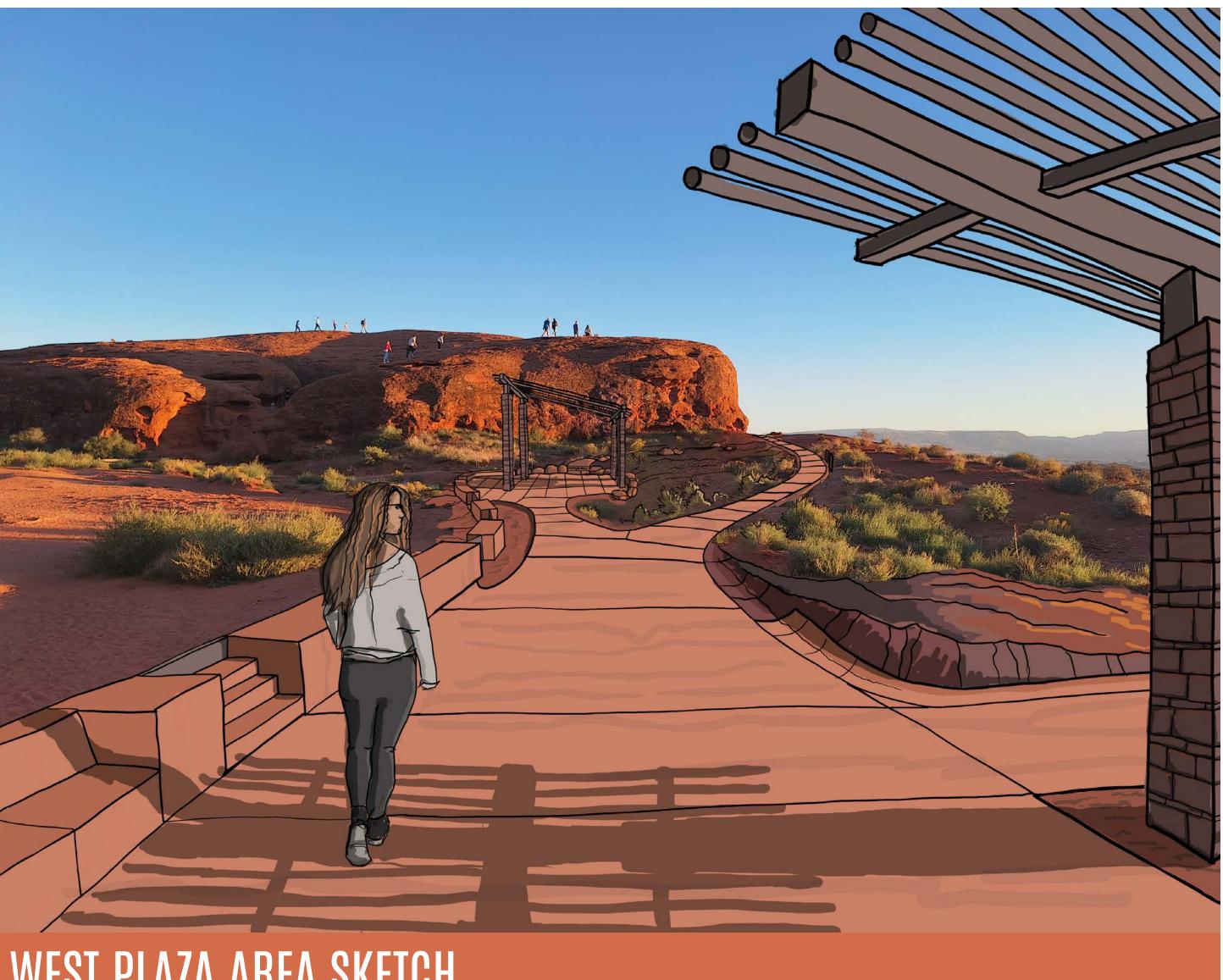
East Parking Lot

RED HILLS PARKWAY



Seat Wall/Tortoise Barrier

Natural Stone Steps



WEST PLAZA AREA SKETCH



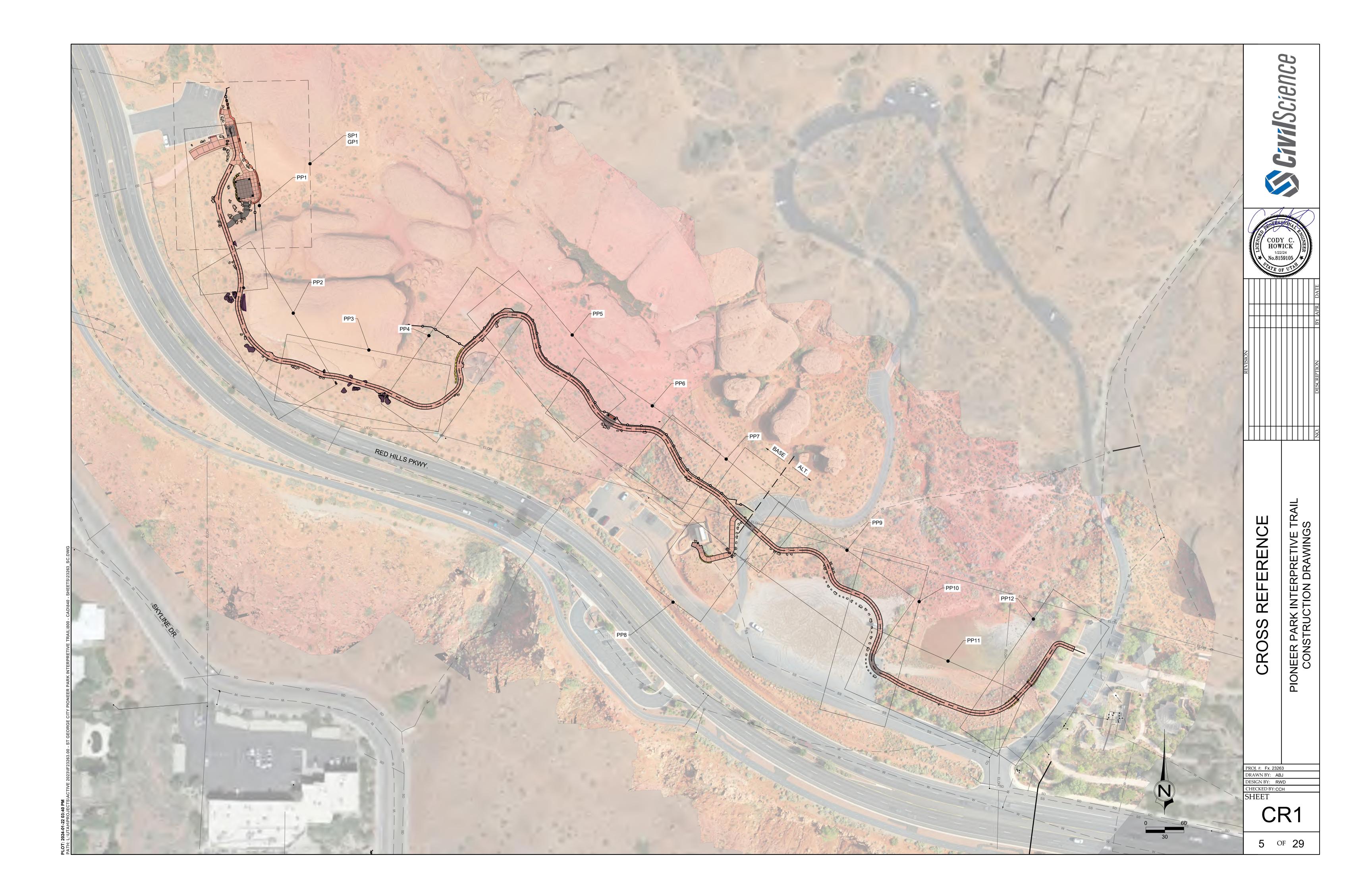
St. George Viewing Area

ONEER P

Overflow Parking

Water Conservation Interpretive Sign





BID INQUIRY NO.: 24-101

BID OPENING DATE: FEBRUARY 13, 2024 @ 2:00 pm

BID TABULATION

BASE BID	BASE BID															
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE UNIT COST AMOUNT	INTERST. UNIT COST	ATE ROCK AMOUNT	ROYAL T E	NTERPRISES AMOUNT	VAN UNIT COST	NCON AMOUNT	FELLER EN UNIT COST	TERPRISES AMOUNT	WHITAKER CO UNIT COST	ONSTRUCTION AMOUNT	PROGRESSIVE UNIT COST	CONTRACTING
1 Mob	ilization & Demobilization	1	LS	\$ 50,000.00 \$ 50,000.00			\$ 38,000.00								\$ 110,000.00	
2 Proje	ect Sign & Record Documents	1	LS	\$ 4,000.00 \$ 4,000.00	\$ 37,000.00	\$ 37,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,679.69	\$ 3,679.69	\$ 2,900.00	\$ 2,900.00	\$ 1,700.00	\$ 1,700.00
3 Traff	fic Control & Site Security	1	LS	\$ 10,000.00 \$ 10,000.00	\$ 18,100.00	\$ 18,100.00	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 10,834.21	\$ 10,834.21	\$ 12,900.00	\$ 12,900.00	\$ 7,000.00	\$ 7,000.00
4 Tem	porary Controls & Permitting	1	LS	\$ 10,000.00 \$ 10,000.00	\$ 7,100.00	\$ 7,100.00	\$ 19,500.00	\$ 19,500.00	\$ 30,000.00	\$ 30,000.00	\$ 2,207.81	\$ 2,207.81	\$ 10,600.00	\$ 10,600.00	\$ 26,000.00	\$ 26,000.00
5 Dem	olition (Clear, Grub, Selective Site)	1	LS	\$ 18,000.00 \$ 18,000.00	\$ 3,500.00	\$ 3,500.00	\$ 15,600.00	\$ 15,600.00	\$ 15,000.00	\$ 15,000.00	\$ 3,343.98	\$ 3,343.98	\$ 4,270.00	\$ 4,270.00	\$ 37,000.00	\$ 37,000.00
6 Earth	hwork & Rock Excavation (Plan Qty)	756	СҮ	\$ 60.00 \$ 45,360.00	\$ 66.00	\$ 49,896.00	\$ 70.00	\$ 52,920.00	\$ 90.00	\$ 68,040.00	\$ 157.28	\$ 118,903.68	\$ 77.00	\$ 58,212.00	\$ 163.00	\$ 123,228.00
7 Rock	< Cut Stairway	1	LS	\$ 2,000.00 \$ 2,000.00	\$ 7,200.00	\$ 7,200.00	\$ 9,100.00	\$ 9,100.00	\$ 6,000.00	\$ 6,000.00	\$ 10,526.35	\$ 10,526.35	\$ 28,800.00	\$ 28,800.00	\$ 14,000.00	\$ 14,000.00
8 Colo	red Concrete Drainage Apron w/ Base	86	SF	\$ 20.00 \$ 1,720.00	\$ 15.00	\$ 1,290.00	\$ 30.00	\$ 2,580.00	\$ 35.00	\$ 3,010.00	\$ 43.66	\$ 3,754.76	\$ 28.00	\$ 2,408.00	\$ 27.00	\$ 2,322.00
9 Stam	nped & Colored Pedestrian Ramp w/ Base	2	EA	\$ 5,000.00 \$ 10,000.00	\$ 4,100.00	\$ 8,200.00	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,650.95	\$ 11,301.90	\$ 4,160.00	\$ 8,320.00	\$ 3,900.00	\$ 7,800.00
10 4" St	tamped & Colored Concrete Flatwork w/ Base	12,550	SF	\$ 10.00 \$ 125,500.00	\$ 11.00	\$ 138,050.00	\$ 20.00	\$ 251,000.00	\$ 18.00	\$ 225,900.00	\$ 13.65	\$ 171,307.50	\$ 15.00	\$ 188,250.00	\$ 25.00	\$ 313,750.00
11 5" Re	einf. Stamped & Colored Concrete Flatwork w/ Base	1,295	SF	\$ 16.00 \$ 20,720.00	\$ 13.50	\$ 17,482.50	\$ 20.00	\$ 25,900.00	\$ 20.00	\$ 25,900.00	\$ 21.66	\$ 28,049.70	\$ 17.50	\$ 22,662.50	\$ 27.00	\$ 34,965.00
12 3' St	amped & Colored Concrete Waterway w/ Base	210	SF	\$ 12.00 \$ 2,520.00	\$ 12.50	\$ 2,625.00	\$ 20.00	\$ 4,200.00	\$ 25.00	\$ 5,250.00	\$ 14.76	\$ 3,099.60	\$ 16.50	\$ 3,465.00	\$ 26.00	\$ 5,460.00
13 8' Sta	amped & Colored Concrete Waterway w/ Base	448	SF	\$ 12.00 \$ 5,376.00	\$ 12.00	\$ 5,376.00	\$ 20.00	\$ 8,960.00	\$ 30.00	\$ 13,440.00	\$ 14.03	\$ 6,285.44	\$ 18.50	\$ 8,288.00	\$ 26.00	\$ 11,648.00
14 36" (Colored Concrete Wall w/ Base	50	LF	\$ 450.00 \$ 22,500.00	\$ 640.00	\$ 32,000.00	\$ 400.00	\$ 20,000.00	\$ 790.00	\$ 39,500.00	\$ 597.39	\$ 29,869.50	\$ 710.00	\$ 35,500.00	\$ 660.00	\$ 33,000.00
15 36" (Colored Concrete Seat Wall w/ Base	70	LF	\$ 450.00 \$ 31,500.00	\$ 530.00	\$ 37,100.00	\$ 400.00	\$ 28,000.00	\$ 800.00	\$ 56,000.00	\$ 452.69	\$ 31,688.30	\$ 570.00	\$ 39,900.00	\$ 540.00	\$ 37,800.00
16 5' St	amped & Colored Concrete Stairway w/ Base	2	EA	\$ 2,000.00 \$ 4,000.00	\$ 3,250.00	\$ 6,500.00	\$ 7,500.00	\$ 15,000.00	\$ 7,000.00	\$ 14,000.00	\$ 2,376.47	\$ 4,752.94	\$ 3,370.00	\$ 6,740.00	\$ 2,800.00	\$ 5,600.00
17 12' x	15' Shade Structure (Install Only)	2	EA	\$ 16,000.00 \$ 32,000.00	\$ 16,100.00	\$ 32,200.00	\$ 15,000.00	\$ 30,000.00	\$ 18,000.00	\$ 36,000.00	\$ 16,779.39	\$ 33,558.78	\$ 21,400.00	\$ 42,800.00	\$ 19,000.00	\$ 38,000.00
18 25' x	30' Shade Structure (Install Only)	1	LS	\$ 25,000.00 \$ 25,000.00	\$ 36,200.00	\$ 36,200.00	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,346.58	\$ 26,346.58	\$ 37,300.00	\$ 37,300.00	\$ 32,000.00	\$ 32,000.00
19 4" Tł	hick Chat Pathway	350	SF	\$ 8.00 \$ 2,800.00	\$ 4.65	\$ 1,627.50	\$ 10.00	\$ 3,500.00	\$ 14.00	\$ 4,900.00	\$ 10.65	\$ 3,727.50	\$ 3.20	\$ 1,120.00	\$ 21.00	\$ 7,350.00
20 6' to	8' Wide Flagstone Step w/ Base	15	EA	\$ 400.00 \$ 6,000.00	\$ 380.00	\$ 5,700.00	\$ 550.00	\$ 8,250.00	\$ 750.00	\$ 11,250.00	\$ 504.81	\$ 7,572.15	\$ 405.00	\$ 6,075.00	\$ 6,200.00	\$ 93,000.00
21 Cond	crete Imprinted Lettering	1	LS	\$ 2,000.00 \$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00	\$ 5,753.15	\$ 5,753.15	\$ 845.00	\$ 845.00	\$ 1,200.00	\$ 1,200.00
22 4' M	ax. Boulder Retaining Wall	342	SF	\$ 45.00 \$ 15,390.00	\$ 30.50	\$ 10,431.00	\$ 60.00	\$ 20,520.00	\$ 60.00	\$ 20,520.00	\$ 36.80	\$ 12,585.60	\$ 80.50	\$ 27,531.00	\$ 88.00	\$ 30,096.00
23 Relo	cate 3' to 5' Loose Boulder	12	EA	\$ 300.00 \$ 3,600.00	\$ 380.00	\$ 4,560.00	\$ 600.00	\$ 7,200.00	\$ 250.00	\$ 3,000.00	\$ 237.37	\$ 2,848.44	\$ 175.00	\$ 2,100.00	\$ 40.00	\$ 480.00
24 3' to	5' Imported Red Sandstone Boulder	31	EA	\$ 500.00 \$ 15,500.00	\$ 550.00	\$ 17,050.00	\$ 1,000.00	\$ 31,000.00	\$ 500.00	\$ 15,500.00	\$ 419.46	\$ 13,003.26	\$ 520.00	\$ 16,120.00	\$ 205.00	\$ 6,355.00
25 5' to	7' Imported Red Sandstone Boulder	7	EA	\$ 1,000.00 \$ 7,000.00	\$ 820.00	\$ 5,740.00	\$ 1,100.00	\$ 7,700.00	\$ 800.00	\$ 5,600.00	\$ 701.78	\$ 4,912.46	\$ 1,040.00	\$ 7,280.00	\$ 240.00	\$ 1,680.00
26 Stee	l Desert Tortoise Fence	98	LF	\$ 220.00 \$ 21,560.00	\$ 180.00	\$ 17,640.00	\$ 185.00	\$ 18,130.00	\$ 200.00	\$ 19,600.00	\$ 252.59	\$ 24,753.82	\$ 180.00	\$ 17,640.00	\$ 320.00	\$ 31,360.00
27 60" 5	Steel Tortoise Fence Stepover	9	EA	\$ 1,200.00 \$ 10,800.00	\$ 1,100.00	\$ 9,900.00	\$ 1,500.00	\$ 13,500.00	\$ 1,250.00	\$ 11,250.00	\$ 1,413.00	\$ 12,717.00	\$ 1,100.00	\$ 9,900.00	\$ 2,300.00	\$ 20,700.00
28 Stan	dard Desert Tortoise Fence	686	LF	\$ 80.00 \$ 54,880.00	\$ 15.00	\$ 10,290.00	\$ 20.00	\$ 13,720.00	\$ 16.00	\$ 10,976.00	\$ 26.40	\$ 18,110.40	\$ 15.00	\$ 10,290.00	\$ 31.00	\$ 21,266.00
29 Tem	porary Tortoise Fence	130	LF	\$ 60.00 \$ 7,800.00	\$ 12.50	\$ 1,625.00	\$ 20.00	\$ 2,600.00	\$ 14.00	\$ 1,820.00	\$ 15.97	\$ 2,076.10	\$ 12.50	\$ 1,625.00	\$ 70.00	\$ 9,100.00
30 Torte	oise Monitor	1	LS	\$ 9,000.00 \$ 9,000.00	\$ 26,200.00	\$ 26,200.00	\$ 10,000.00	\$ 10,000.00	\$ 32,500.00	\$ 32,500.00	\$ 75,555.56	\$ 75,555.56	\$ 34,500.00	\$ 34,500.00	\$ 70,000.00	\$ 70,000.00
31 Shad	le Structure Footing	8	EA	\$ 1,000.00 \$ 8,000.00	\$ 960.00	\$ 7,680.00	\$ 800.00	\$ 6,400.00	\$ 3,500.00	\$ 28,000.00	\$ 6,071.49	\$ 48,571.92	\$ 1,330.00	\$ 10,640.00	\$ 7,660.00	\$ 61,280.00
	BASE B	ID - TOTAL	. AMOUNT	\$ 584,526.00		\$ 615,363.00		\$ 706,780.00		\$ 853,206.00		\$ 801,698.08		\$ 812,481.50		\$ 1,195,140.00
							Page 1 of 2									



ADDITIVE	ADDITIVE ALTERNATE 1 - PROJECT EXTENTION																
ITEM NO	. ITEM DESCRIPTION	QTY	UNIT		S ESTIMATE	-	ATE ROCK	-	NTERPRISES		ICON	FELLER EN		-	ONSTRUCTION	PROGRESSIVE C	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
A1	Mobilization & Demobilization	1	LS	\$ 22,700.00	\$ 22,700.00	\$ 8,450.00	\$ 8,450.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 33,000.00	\$ 33,000.00	\$ 47,600.00	\$ 47,600.00	\$ 37,000.00	\$ 37,000.00
A2	Project Sign & Record Documents	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,207.81	\$ 2,207.81	\$ 2,430.00	\$ 2,430.00	\$ 1,400.00	\$ 1,400.00
A3	Traffic Control & Site Security	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 520.00	\$ 520.00	\$ 7,500.00	\$ 7,500.00	\$ 16,000.00	\$ 16,000.00	\$ 5,059.96	\$ 5,059.96	\$ 5,450.00	\$ 5,450.00	\$ 16,250.00	\$ 16,250.00
A4	Temporary Controls & Permitting	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 520.00	\$ 520.00	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00	\$ 2,207.81	\$ 2,207.81	\$ 7,130.00	\$ 7,130.00	\$ 9,300.00	\$ 9,300.00
A5	Demolition (Clear, Grub, Selective Site)	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 520.00	\$ 520.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,280.13	\$ 3,280.13	\$ 2,010.00	\$ 2,010.00	\$ 9,300.00	\$ 9,300.00
A6	Earthwork & Rock Excavation (Plan Qty)	133	СҮ	\$ 40.00	\$ 5,320.00	\$ 66.00	\$ 8,778.00	\$ 98.00	\$ 13,034.00	\$ 90.00	\$ 11,970.00	\$ 131.43	\$ 17,480.19	\$ 63.00	\$ 8,379.00	\$ 163.00	\$ 21,679.00
A7	4" Stamped & Colored Concrete Flatwork w/ Base	5,240	SF	\$ 10.00	\$ 52,400.00	\$ 11.00	\$ 57,640.00	\$ 20.00	\$ 104,800.00	\$ 18.00	\$ 94,320.00	\$ 10.76	\$ 56,382.40	\$ 15.00	\$ 78,600.00	\$ 25.00	\$ 131,000.00
A8	5" Reinf. Stamped & Colored Concrete Flatwork W/ Base	427	SF	\$ 16.00	\$ 6,832.00	\$ 13.50	\$ 5,764.50	\$ 20.00	\$ 8,540.00	\$ 20.00	\$ 8,540.00	\$ 23.68	\$ 10,111.36	\$ 20.50	\$ 8,753.50	\$ 27.00	\$ 11,529.00
A9	30' Pedestrian Bridge	1	LS	\$ 130,000.00	\$ 130,000.00	\$ 103,000.00	\$ 103,000.00	\$ 85,000.00	\$ 85,000.00	\$ 110,000.00	\$ 110,000.00	\$ 226,105.19	\$ 226,105.19	\$ 206,500.00	\$ 206,500.00	\$ 120,000.00	\$ 120,000.00
A10	4' Max. Boulder Retaining Wall	114	SF	\$ 45.00	\$ 5,130.00	\$ 36.50	\$ 4,161.00	\$ 60.00	\$ 6,840.00	\$ 40.00	\$ 4,560.00	\$ 36.80	\$ 4,195.20	\$ 80.50	\$ 9,177.00	\$ 127.00	\$ 14,478.00
A11	3' to 5' Imported Red Sandstone Boulder	27	EA	\$ 500.00	\$ 13,500.00	\$ 470.00	\$ 12,690.00	\$ 1,000.00	\$ 27,000.00	\$ 500.00	\$ 13,500.00	\$ 642.70	\$ 17,352.90	\$ 520.00	\$ 14,040.00	\$ 200.00	\$ 5,400.00
A12	5' to 7' Imported Red Sandstone Boulder	10	EA	\$ 1,000.00	\$ 10,000.00	\$ 890.00	\$ 8,900.00	\$ 1,100.00	\$ 11,000.00	\$ 800.00	\$ 8,000.00	\$ 1,328.95	\$ 13,289.50	\$ 1,040.00	\$ 10,400.00	\$ 240.00	\$ 2,400.00
A13	4" Sch. 40 PVC Sleeve with Irrigation Repair	46	LF	\$ 30.00	\$ 1,380.00	\$ 21.00	\$ 966.00	\$ 72.00	\$ 3,312.00	\$ 100.00	\$ 4,600.00	\$ 27.87	\$ 1,282.02	\$ 29.00	\$ 1,334.00	\$ 29.00	\$ 1,334.00
	ADDITIVE ALTERNATE 1 - PROJECT EXTENS	ION - TOTAL	. AMOUNT		\$ 260,762.00		\$ 212,109.50		\$ 327,026.00		\$ 309,990.00		\$ 391,954.47		\$ 401,803.50		\$ 381,070.00

ADDITIV	ADDITIVE ALTERNATE 2 - SUBSTITUTIONS																			
ITEM NO	. ITEM DESCRIPTION	QTY UNIT		ENGINEER'S ESTIMATE		INTERSTATE ROCK		ROYAL T ENTERPRISES		VANCON		FELLER ENTERPRISES		WHITAK	WHITAKER CONSTRUCTION		PROGRESSIVE CONTRACTING			
		QT	UNIT	UNIT COST	AMOUNT	UNIT COS	т	AMOUNT	UNIT COST	AMOUN1		UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COS	Т	AMOUNT	UNIT COST	AMOUNT
S1	3' Tall Kanab Rock Wall w/ Base	120	SF	\$ 150.00	\$ 18,000.	0 \$ 32	0.00 \$	38,400.00	\$ 170.00	\$ 20,40	0.00	\$ 125.00	\$ 15,000.00	\$ 225.00	\$ 27,000	00 \$ 5	7.50 \$	\$ 6,900.00	\$ 705.00	\$ 84,600.00
S2	Harvest & Relocate 3' to 5' Boulder	15	EA	\$ 500.00	\$ 7,500.	0 \$ 38	0.00 \$	5,700.00	\$ 650.00	\$ 9,75	0.00	\$ 500.00	\$ 7,500.00	\$ 393.02	\$ 5,895	30 \$ 29	0.00	\$ 4,350.00	\$ 60.00	\$ 900.00
S3	Harvest & Relocate 5' to 7' Boulder	3	EA	\$ 1,000.00	\$ 3,000.	0 \$ 58	0.00 \$	1,740.00	\$ 1,000.00	\$ 3,00	0.00	\$ 900.00	\$ 2,700.00	\$ 491.28	\$ 1,473	34 \$ 63	5.00 \$	\$ 1,905.00	\$ 83.00	\$ 249.00
S4	36" Stained Concrete Wall w/Base	50	LF	\$ 400.00	\$ 20,000.	0 \$ 69	0.00 \$	34,500.00	\$ 130.00	\$ 6,50	0.00	\$ 745.00	\$ 37,250.00	\$ 613.71	\$ 30,685	50 \$ 76	0.00	\$ 38,000.00	\$ 743.00	\$ 37,150.00
S5	36" Stained Concrete Seat Wall w/Base	70	LF	\$ 400.00	\$ 28,000.	0 \$ 69	0.00 \$	48,300.00	\$ 130.00	\$ 9,10	0.00	\$ 750.00	\$ 52,500.00	\$ 400.28	\$ 28,019	50 \$ 74	0.00	\$ 51,800.00	\$ 750.00	\$ 52,500.00
	ADDITIVE ALTERNATE 2 - SUBSTITUTIO	NS - TOTAL	AMOUNT		\$ 76,500.	o	\$	128,640.00		\$ 48,75	.00		\$ 114,950.00		\$ 93,074	24	Ş	\$ 102,955.00		\$ 175,399.00
	BASE BID & ADD ALTERNATE 1 & 2 TOTAL \$			\$ 921,788.0		Ş	956,112.50		\$ 1,082,55			\$ 1,278,146.00		\$ 1,286,726		\$	\$ 1,317,240.00		\$ 1,751,609.00	
	BASE BID & ADD ALTERNATE 1 TOTAL BASE BID & ADD ALTERNATE 1, MINUS 14 & 15, PLUS S1 TOTAL				\$ 845,288.0 \$ 809,288.0		ş ¢	827,472.50 796,772.50		\$ 1,033,800 \$ 1,006,200			\$ 1,163,196.00 \$ 1,082,696.00		\$ 1,193,652. \$ 1,159,094.			\$ 1,214,285.00 \$ 1,145,785.00		\$ 1,576,210.00 \$ 1,590,010.00
	BASE BID & ADD ALTERNATE 1, MINUS 14 & 15, PLUS ST TOTAL BASE BID & ADD ALTERNATE 1, MINUS 14 & 15, PLUS S4 & S5 TOTAL				\$ 839,288.		\$	841,172.50		\$ 1,000,200			\$ 1,157,446.00		\$ 1,190,799		ļ	\$ 1,228,685.00		\$ 1,595,060.00



Agenda Date: 03/07/2024

Agenda Item Number: 4b

Subject:

Consider approval of purchasing playground equipment via a state cooperative contract with Great Western Recreation for Royal Oaks Park.

Item at-a-glance:

Staff Contact: Craig Harvey

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Royal Oaks Park, 1250 North 1400 West

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

This purchase is to replace the existing playground at Royal Oaks Park. The existing playground equipment was installed in 1999, which was almost 25 years ago. The typical lifespan of a playground is 10 years, but with proper maintenance can last 15-20 years. Because the playground is older, it is difficult to find replacement parts as the playground manufacturer has stopped making many of the replacement parts. Without being able to make the proper repairs the playground is becoming a safety hazard. The replacement playground will utilize the same footprint as the existing playground. The surfacing will be changed to artificial turf which will make the playground more ADA accessible.

Staff Narrative (need/purpose):

The purpose of the purchase is to replace the 25-year-old playground with new equipment. Installation of the play equipment, surfacing, and a pay and performance bond is included in this cost. This purchase was previously approved by Council for the amount of \$311,741.73. Subsequently, after discussions with the vendor about items we did not need, the vendor submitted a new quote for \$287,485.08, which includes the payment and performance bond. On February 26, 2024 an agreement between the City and the vendor was signed, but it erroneously included the higher quoted amount. The new quote reduces the cost by \$24,256.65. The revised agreement for which approval is requested includes the correct quote of \$287,485.08.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$287,485.08

Amount approved in current FY budget for item: \$400,000.00

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

Approved in budget.

Description of funding source:

Recreation, Arts, & Parks Tax (RAP).

Recommendation (Include any conditions):

Approval.



MATERIALS PURCHASE AND INSTALLATION AGREEMENT

THIS AGREEMENT is made and entered into this ______ by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and Playcore Wisconsin, Inc DBA Game Time Inc c/o Great Western Recreation, whose address is P.O. Box 680121, Fort Payne, AL 35967 ("Seller").

RECITALS

WHEREAS, City desires to purchase materials (hereinafter "Goods") and the installation of said Goods as described in Exhibit A and Exhibit B, (hereinafter "Project"), and which exhibits are fully incorporated herein; and

WHEREAS, Seller submitted documents dated January 12, 2024, which describes the Goods and work to be completed, as shown in Exhibit A and Exhibit B; and

WHEREAS, City selected Seller pursuant to State Cooperative Contract OMNIA #2017001134 and this Agreement is acting as a participating addendum to the OMNIA Master Agreement; and

WHEREAS, on February 26, 2024 City and Seller entered into an Agreement for the Project, and City and Seller hereby agree that said Agreement is VOID due to a pricing error;

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. <u>**Recitals.**</u> The foregoing recitals are incorporated herein by this reference.
- 2. The term "Contract Documents" means and includes the following:
 - a. Seller's Bid Proposal
 - b. Subcontractors/Suppliers List
 - c. Agreement
 - d. Insurance
 - e. Performance Bond
 - f. Payment Bond
 - g. Certification of Legal Work Status (Seller)
 - h. Certification of Legal Work Status (Subcontractor)
 - i. Certification of Legal Work Status (Payment Request)
 - j. Conditional Waiver and Release Upon Progress Payment (Seller/General Contractor)

- k. Conditional Waiver and Release Upon Progress Payment (Subcontractor)
- I. Waiver and Release Upon Final Payment (Seller/General Contractor)
- m. Waiver and Release Upon Final Payment (Subcontractor)
- n. Notice of Award
- o. Notice to Proceed
- p. Change Order
- q. Request for Information
- r. Change Order
- s. Notice of Substantial Completion
- t. Final Acceptance Letter
- u. SPECIFICATIONS prepared or issued by Seller on January 12, 2024
- v. ADDENDA:
 - No. ____, dated ______, 20____
 - No. ____, dated ______, 20____

3. Project Services Description.

- a. Seller will provide the services described in this Agreement.
- b. Seller shall furnish all of the materials, supplies, tools, transportation, equipment, labor and other services necessary for the completion of the work described in the Contract Documents.
- c. Seller shall provide performance and payment bonds, the Certificate of Legal Work Status for the Seller and all Subcontractors and the certificate of insurance prior to beginning work on the Project.

4. Term of Agreement.

- a. This Agreement shall be effective as of the date executed by the parties and shall continue until services provided for in this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. Seller agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. Seller shall perform the services in a timely manner according to the schedule approved by City.
- c. Seller shall perform the work according to the schedule upon receipt of a written Notice to Proceed from City. Seller will commence the work required by the Contract Documents within 5 calendar days after the date of the NOTICE TO PROCEED. In the event that performance of the work is delayed by causes beyond the reasonable control of Seller, and without the fault or negligence of Seller, the time for the performance of the work shall be equitably adjusted by written amendment to reflect the extent of such delay. Seller shall provide City with written notice of delay, including a description of the delay and the steps contemplated or actually taken by Seller to mitigate the effect of such delay. If the Seller shall fail to complete the work within the contract time, or extension of time granted by the City, then the Seller will pay the City liquidated damages assessed at the rate \$1000.00 (one thousand dollars) per day for each calendar day that the Seller is in default.
- 5. **Purchase.** Seller hereby sells, conveys, and transfers to City all rights, title, and interest in and to the Goods.
- 6. **Purchase Price, Installation and Payment.** City shall pay Seller a total sum of \$287,485.08

for the Goods and installation of the Goods. City shall pay Seller in full within 30 days of delivery of completion of the work. City shall pay a portion of the purchase price upfront as shown Exhibit A and Exhibit B. Seller shall install the Goods to City's satisfaction and in compliance with accepted standards in the industry and in compliance with all laws. Seller shall obtain any permits needed to legally complete the work.

- 7. <u>Delivery.</u> Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to City the Goods. Seller will deliver the Goods and complete the work by the June 30, 2024, unless the period for completion is extended by City. Seller shall be solely responsible for the Goods until they are installed and accepted by City. City shall have a reasonable opportunity to inspect the Goods after installation to determine if the Goods and the work conform to the requirements of the conditions of this sale. If the City, in good faith, determines that all or a portion of the Goods and the work are non-conforming, Seller shall correct the deficiency within 10 days. If not corrected to the satisfaction of the City, the City may return the Goods to the Seller at no cost to City. City has the right to cancel the order if the Goods are not delivered on time. Seller shall install the Goods immediately upon receipt. Installation shall be performed as expeditiously as is consistent with professional skill and care and orderly progress of the project. Seller shall provide all items necessary to complete the installation.
- 8. <u>Title to Goods.</u> Seller represents that he owns the Goods free and clear and that such Goods are free of all liens. Seller will defend and indemnify City against a claim that the Goods belong to a third party. Seller shall reimburse City all expenses for defending any such claim.

9. Seller's Requirements and Assurances.

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

City as well as attorney fees. For purposes of compliance, City requires Seller and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Seller and subcontractors must maintain authorized documentation of the verification.

- d. Seller shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of City without the prior written consent of City.
- e. Seller further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. Seller, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

10. Independent Contractor.

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

11. Insurance.

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

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

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

duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Seller, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.

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

12. Indemnity and Limitation.

- a. Seller shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of Seller, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. Seller's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the Seller, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Seller or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. City shall give Seller prompt written notice of any such claims or suits filed against City arising out of the services provided under this Agreement. Seller agrees to defend against any claims brought or actions filed against City arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, Seller agrees that City may employ a separate attorney to appear and

defend the claim or action on its own behalf at the expense of Seller. Seller shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

- c. The insurance requirements in this agreement shall not be construed as limiting Seller's liability. Irrespective of the requirements for Seller to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve Seller of any obligations under this agreement.
- 13. <u>Warranties.</u> Seller warrants all Goods and work for the Warranty Period shown in Exhibit A and Exhibit B. The warranty period begins on the date the Goods are installed and accepted by City.
- 14. <u>Infringement Indemnity.</u> Seller will defend and indemnify City against a claim that the Goods infringe a copyright or patent. City shall be reimbursed all expenses for defending any such claim.
- 15. <u>Compliance with Applicable Laws.</u> Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.
- 16. <u>Conflicts.</u> In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.
- 17. <u>No Waiver</u>. The failure of either Party to enforce any of this Agreement's provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.
- 18. <u>Notices.</u> All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

City of St. George 175 E 200 N St. George, UT 84770 Attn: City Attorney Copy: legal@sagcity.org Playcore Wisconsin, Inc DBA Game Time Inc c/o Great Western Recreation P.O. Box 680121 Fort Payne, AL 35967 Attn: Lewis Painter

19. <u>Governing Law and Venue</u>. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually

exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

- 20. <u>Construction</u>. This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- 21. Legal Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.
- 22. <u>Assignment.</u> Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
- 23. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
- 24. <u>No Joint Venture, Partnership or Third Party Rights.</u> 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.
- 25. <u>Integration</u>. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.
- 26. <u>Severability.</u> If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition,

covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

- 27. <u>Survival.</u> It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 28. <u>Headings.</u> The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 29. <u>Counterparts.</u> This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 30. <u>Agreement of February 26, 2024 is VOID.</u> The Parties agree that the Agreement between the Parties dated February 26, 2024 is hereby VOID. The Parties further agree that the agreement herein shall replace the February 26, 2024 Agreement.
- 31. <u>Authority of Parties</u>. The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

City of St. George

Playcore Wisconsin, Inc DBA Game Time Inc c/o Great Western Recreation

Michele Randall, Mayor

Clint Whiteside

Attest:

Christina Fernandez, City Recorder

Approved as to Form by City Attorney's Office

Alicia Carlton, Assistant City Attorney



Ship to Zip 84790

Royal Oaks Park Playground Option 4

City of St. George City Parks Division Attn: Craig Harvey 1250 1400 W St St George, UT 84770 Phone: 435-627-4235 Fax:435-627-4430 craig.harvey@sgcity.org

Qty	Part #	Description	List \$	Selling \$	Ext. Selling \$
1	RDU	GameTime - Custom 5-12 Play Structure with Tower-	\$118,134.00	\$66,720.00	\$66,720.00
		Reference Drawing 110946-01-Opt 4			
1	5599RP	GameTime - Modern Tower Slide Barrier	\$4,148.00	\$4,148.00	\$4,148.00
1	5600RP	GameTime - Modular Modern Tower	\$49,860.00	\$49,860.00	\$49,860.00
2	5601RP	GameTime - Modern Tower Barrier 1	\$4,500.00	\$4,500.00	\$9,000.00
1	5602RP	GameTime - Modern Tower Barrier 2	\$4,500.00	\$4,500.00	\$4,500.00
1	6001RP	GameTime - Skyline Pod Climber 8'	\$6,544.00	\$6,544.00	\$6,544.00
1	XXXX	GameTime - Modern Tower Extension Package	\$3,780.00	\$3,780.00	\$3,780.00
1	RDU	GameTime - Swings-	\$7,334.00	\$6,987.10	\$6,987.10
		Reference Drawing 110946-01-Opt 4			
1	6142	GameTime - Whirlwind Seat Tilted (F/S)	\$945.00	\$680.40	\$680.40
1	6510	GameTime - Space Arch	\$1,792.00	\$1,433.60	\$1,433.60
2854	TURF	GT-Impax - 2854 SF of PIP and Turf-	\$31.87	\$31.87	\$90,956.98
		**List Price \$110,923.15, discounted per OMNIA Contract			
		10' CFH Turf - 2574 SF PIP 280 Supreme Eggshell No Design Includes 282 LF of Nailer boards Prevailing Wages			
1	INSTALL	Install - Playground Installation- Prevailing Wages	\$32,650.00	\$32,650.00	\$32,650.00
Contra	act: OMNIA	#2017001134		Sub Total	\$277,260.08
				Freight	\$5,900.00
				Total	\$283,160.08





Royal Oaks Park Playground Option 4

Comments

Your Sales Rep is Lewis Painter. Please reach out to Lewis at 435-760-2416 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

***OPTIONAL-To include a Payment and Performance Bond, please add \$4,325 plus tax if applicable.

Shipping to: 390 North 3050 East St George UT 84790

Site Address: 1250 1400 W St St. George, UT 84770

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Customer is responsible for offloading.

Prevailing wage

OMNIA # 4035474





Royal Oaks Park Playground Option 4

Remit Payment to:

GameTime P.O. Box 680121 Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above

Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.

Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.

Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require: Completed Project Information Sheet (if applicable)

Copies of Payment and Performance Bonds (if applicable)

A 1.5% per month finance charge will be imposed on all past due invoices.

Retainage not accepted.

Orders under \$5,000 require payment with order.

INSTALLATION CONDITIONS:

- ACCESS: Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- UTILITIES: Owner is responsible for locating any private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.





Royal Oaks Park Playground Option 4

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Date:

Purchase Amount: **\$283,160.08**

Signature

Please fill out this <u>ORDER FORM</u>, this is required to process the order.







A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com

4.



P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com



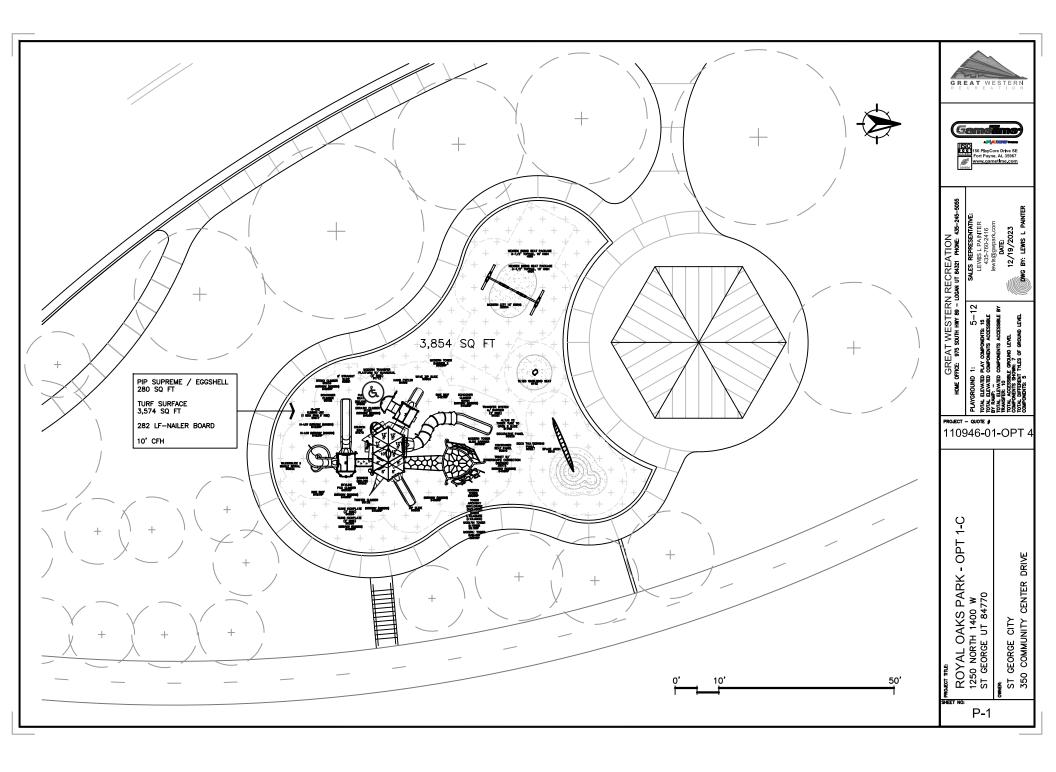






A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS P: (435) 245-5055 / F: 435 245-5057 Lewis@gwpark.com







Agenda Date: 03/07/2024

Agenda Item Number: 4C

Subject:

Consider approval to enter into an Encroachment and Landscape Maintenance Agreement with The Regency at Desert Color Community Association, Inc, Toll Southwest LLC, Desert Color Community Master Association, Inc, and Desert Color St. George LLC for installation and maintenance of landscape areas within the public right-of-way.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Desert Color

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

Regency is a community in Desert Color that would like to take responsibility for the landscape installation and maintenance within the development including public streets.

Staff Narrative (need/purpose):

This purpose of this agreement is to clarify the responsibilities and obligations for the installation, operation, maintenance of sidewalks, park strips, curbing, and roads.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO:

Toll Southwest LLC 1140 No. Town Center, Suite 250 Las Vegas, NV 89144

ENCROACHMENT AND LANDSCAPE MAINTENANCE AGREEMENT

THIS ENCROACHMENT AND LANDSCAPE MAINTENANCE AGREEMENT dated this ______day of ______, 2024 ("Agreement"), is entered into by and among THE REGENCY AT DESERT COLOR COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation with an address of 8329 West Sunset Rd, Suite 270, Las Vegas, NV 89113 ("Association"); TOLL SOUTHWEST LLC, a Delaware limited liability company with an address of 1140 No. Town Center, Suite 250, Las Vegas, Nevada 89144 ("Developer"); DESERT COLOR COMMUNITY MASTER ASSOCIATION, INC., a Utah nonprofit corporation with an address of 820 W. Akoya Pearl Rd., St. George, UT 84790 ("Master Association"); DESERT COLOR ST. GEORGE, LLC, a Utah limited liability company with an address of 730 N. 1500 W., Orem, Utah 84057 ("Master Developer"); and ST. GEORGE CITY, a municipal corporation of the State of Utah with an address of 175 East 200 North, St. George, Utah 84770 ("City"). Association, Developer, Master Association, Master Developer, and City are, at times, referred to herein individually as a "Party", and any two or more as "Parties".

RECITALS

WHEREAS, Regency at Desert Color is a residential subdivision ("Regency") located within the larger Desert Color Community ("Desert Color");

WHEREAS, the boundary of Regency is further described in <u>Exhibit "A</u>", attached hereto and incorporated herein by reference;

WHEREAS, Regency and Desert Color are located within the boundaries of City, and Master Developer and City entered into that certain Development Agreement (Desert Color Community) dated October 18, 2018 and recorded on December 17, 2018 as Document No. 20180049751 ("Development Agreement"), by which Master Developer received the required entitlements to develop Desert Color;

WHEREAS, Master Association is the official association of owners of lots within Desert Color and has been organized and established as a nonprofit corporation in the State of Utah as required by and further detailed in that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community St. George, Utah, dated July 28, 2020 and recorded July 29, 2020 in the Official Records ("Master Declaration");

WHEREAS, Developer is the developer of Regency, subject to the Development Agreement, and the entitlements therein and pursuant to certain additional agreements between Developer and Master Developer;

WHEREAS, Association is the official association of owners of lots within Regency ("Lots") as designated on the plat titled "Regency at Desert Color Phase 1," recorded on May 24, 2022, as Document No. 20220027896 ("Plat") and has been organized and established as a nonprofit corporation in the State of Utah as required by the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Regency at Desert Color, recorded December 2, 2022, as Document No. 20220051876 ("Declaration");

WHEREAS, pursuant the Owner's Dedication in the Plat, City is the owner in fee of several sixty-foot (60') wide public streets ("**Streets**") within Regency;

WHEREAS, the Streets are directly adjacent to the front and, in some cases, side boundaries (each a "Parcel-Street Boundary", and two or more "Parcel-Street Boundaries") of the Lots, civic spaces, and amenity civic spaces ("Regency Parcels"), which Regency Parcels are further described in Exhibit "B";

WHEREAS, in accordance with the "*Typical Park Strip Section*" as depicted on Sheet L3.8 of the Regency at Desert Color Phase 1 Landscape Construction Documents attached as <u>Exhibit "C"</u>, and incorporated herein by reference ("Landscape Plans"), the Streets are to include:

- a. sidewalks running along the Parcel-Street Boundaries and measuring five feet (5') wide from the respective Parcel-Street Boundary toward the middle of the respective Street ("Sidewalks");
- b. park strips extending six feet (6') from the street-side boundary of the Sidewalks towards the middle of the respective Street ("**Park Strips**");
- c. curbing running along the street-side boundary of the Park Strips towards the middle of the respective Street ("**Curbing**"); and
- d. roads extending from the street-side boundary of the Curbing on one side of the Street to the street-side boundary of the Curbing on the opposite side of the Street ("**Roads**"), which Roads and Curbing together reside in the middle thirty-eight feet (38') of the Streets.

WHEREAS, notwithstanding the City's fee ownership of the streets, which include the Park Strips, pursuant to Section 4(c) of the Development Agreement, developer, the master association and/or neighborhood associations (as such terms are defined in the Development

Agreement) are responsible for the construction, ownership, and maintenance of "all park strips, planter strips, street trees, medians, enhanced paving areas including golf cart parking, and intersection and roundabout landscaping until City, in its sole discretion, accepts any such responsibility" (in which "City" has the same definition as in this Agreement);

WHEREAS, Sections 5.1 and 9.2 of the Master Declaration clarify maintenance of Lots and of Common Maintenance Areas (both as defined in the Master Declaration), and allow the Master Association to assume (but not assign) maintenance responsibilities for the same;

WHEREAS, the Streets do not qualify as either a Lot or a Common Maintenance Area pursuant to the Master Declaration;

WHEREAS, in accordance with Sheet 1 of the HOA Maintenance Area Obligation Regency at Desert Color attached hereto as <u>Exhibit "D"</u> and incorporated herein by reference, it is contemplated that the "Toll Sub-Association" (which the Parties acknowledge and agree is the Association as defined herein) shall have responsibility for maintenance of the "Planter Strips" (which the Parties acknowledge and agree are the Park Strips as defined herein);

WHEREAS, Master Association in that certain Resolution of Master Association dated April 8, 2022 ("**Resolution**"), which Resolution is not signed or consented to by any of the Parties other than Master Association, attempts to delegate certain maintenance responsibilities for Sidewalks, Park Strips, Curbing, and Roads to owners of Lots and City; and

WHEREAS, the Parties desire to clarify the responsibilities and obligations for the installation, operation, maintenance and repair of Sidewalks, Park Strips, Curbing, and Roads.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby accept and acknowledge, the Parties do hereby acknowledge, agree, and covenant as follows.

AGREEMENT

1. **Recitals**. Each and all of the Recitals above are incorporated herein by reference and made a part of this Agreement for all purposes.

2. Acknowledgment of City Ownership. The Parties hereby acknowledge City's fee ownership of the Streets as established pursuant to the Plat.

3. **Obligation to Install, Construct, and Maintain**. The Parties acknowledge and agree as follows:

- 3.1 Developer is responsible to design, construct, and install all Roads, Curbing, Park Strips, and Sidewalks (collectively the "**Infrastructure**") and related landscaping within Regency;
- 3.2 Once the Infrastructure is designed, constructed, and installed by Developer and accepted by City, City is responsible to operate, maintain, resurface, remove, reinstall, and otherwise make available the Infrastructure for owners of Lots;

- 3.3 Association is responsible for the perpetual operation and maintenance of all Park Strips within Regency ("**Park Strip Maintenance Obligation**"); and
- 3.4 Master Association may, in accordance with the Master Declaration, assume for itself the Park Strip Maintenance Obligation should the Association fail to maintain the Park strips in accordance with this Agreement and in a manner consistent with the Community-Wide Standard as such term is defined in the Master Declaration.
- 3.5 Neither Master Developer nor Master Association shall have any obligation to install, construct, or maintain the Infrastructure and related landscaping within Regency.
- 4. Specific Maintenance Obligations:
 - 4.1 Association shall not allow any equipment or materials on the Roads during installation or maintenance, which would hinder the free flow of traffic. In the event Association requires the use of a portion of the Roads, they shall submit application and appropriate Traffic Control Plan to the City which must be approved prior to the commencement of any work;
 - 4.2 No rocks, trees, shrubbery, signs, berms, or other unmovable objects shall be placed within the "clear zone" as defined by the AASHTO Roadside Design Guide as being 7 to 10 feet from the edge of asphalt;
 - 4.3 Association may not interfere with any underground utility which may be located in the area between the Curbing and the Sidewalks ("Landscape Area") or which may run beneath the Park Strips;
 - 4.4 Noxious weeds, litter, insects, and debris shall be removed or controlled by Association;
 - 4.5 Association shall ensure that no storm drain intake or system is impaired by the landscape improvements;
 - 4.6 Any lighting shall comply with the City Code and lighting regulations;
 - 4.7 Any signage shall comply with the City Code and signage regulations;
 - 4.8 Any costs for power or other utilities utilized in the Landscape Area shall be borne solely by Association. Any costs for water shall be borne by the residents of the Association, and no other residents within the Master Association ("**Residents**"), such water being irrigated separately from the Residents' irrigation systems and costs related to such irrigation being metered separately from Residents' individual meters;
 - 4.9 Association hereby agrees to provide, or to have provided, as applicable, maintenance services for the landscape improvements and to generally maintain the landscape improvements in an attractive and good condition, to the reasonable

satisfaction of Master Association, Association, and the City. The cost of such maintenance services has been, or may be, allocated evenly among the Residents, and in the event such costs are allocated evenly among the Residents, the costs shall be paid as assessments pursuant to and in accordance with the Declaration. Association agrees that upon notice by the City, to remove any landscape feature which may interfere with or impede public safety, including traffic. The Parties further agree that the City shall retain the right to remove any landscape feature at any time which may interfere with or impede public safety; and

- 4.10 Repair and Replacement. The City shall retain all rights over the entire Parcel-Street Boundaries (road right-of-way) and shall in no way be prevented from maintaining the Roads or City's utilities at its sole cost and expense. City shall replace and repair any and all damage to the Landscape Area which results from maintaining the Roads and City's associated utilities at City's sole cost and expense.
- 4.11 This Agreement shall not be construed or interpreted to create any maintenance obligations by the Master Developer or Master Association.

5. **Indemnification**. Except as provided herein, the Parties each agree to indemnify and hold harmless the other Party for any claims arising out of the intentional or negligent acts of the other Party or their employees, agents, successors, or assigns for work occurring within the Parcel-Street Boundaries. The City retains the right to conduct any and all maintenance or other work within the Parcel-Street Boundaries in accordance with the terms of this Agreement. City shall replace and repair any and all damage which results from City's performance of maintenance or other work within the Parcel-Street Boundaries at City's sole cost and expense.

6. **Binding Covenant**. The provisions of this Agreement shall operate as a covenant running with property described herein, and shall bind Parties hereto and their respective successors, heirs and assigns in ownership, including any lender or purchaser taking title through foreclosure.

7. **Term of Agreement**. This instrument and all the covenants contained herein shall remain in force and effect in perpetuity and run with the land.

8. **No Third-Party Beneficiary**. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors, heirs and assigns, and, no other person or entity will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

9. **Headings**. Headings used in this Agreement are for convenience only, and shall not be deemed to constitute a part hereof, and shall not be deemed to limit, characterize, or in any way affect the provisions of this Agreement.

10. **Amendment**. No modification, waiver, amendment, addition or cancellation of this document shall be effective unless in writing and signed by the Parties.

11. **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, heirs and assigns, including any lender or purchaser taking title through foreclosure.

12. **Recording**. This Agreement shall be executed upon its approval by the Parties and shall thereupon be filed with the Office of the County Recorder of Washington County, Utah.

13. **Governing Law and Forum**. This Agreement shall be governed by the laws of the State of Utah, without regard to its conflict of laws principles. The Parties agree that the Courts of the State of Utah and the Federal Courts of the United States located in the State of Utah shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this Agreement or its subject matter. The Parties irrevocably submit and consent to such jurisdiction and waive any right they may have to seek a change of jurisdiction or venue.

14. **Counterparts**. This Agreement may be executed electronically and in more than one counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

[*Remainder of the page is intentionally blank. Signature pages follow.*]

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed below.

ASSOCIATION:

THE REGENCY AT DESERT COLOR COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation

By: Name: Manny ipencer Title: Pres PIA

STATE OF Nevada COUNTY OF Washber This instrument was acknowledged before me on September 7th, 2023, by as PUESIA of The Regency at Desert Color Put nu spencer Community Association, Inc., a Utah nonprofit corporation. Notary Public Maile Caufield My Commission Expires: August 13, 2025 NOTARY PUBLIC STATE OF NEVADA Appt. No. 21-2200-02 Appt. Expires August 13, 2025

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement effective the date of last signature affixed below.

DEVELOPER:

TOLL SOUTHWEST LLC,

a Delaware limited liability company

By: Name: Gary Mayo

Title: Group President

STATE OF <u>Nwada</u> COUNTY OF <u>Uark</u>

This instrument was acknowledged before me on <u>Sept 07</u>, 2023, by Gary Mayo as Group President of Toll Southwest LLC, a Delaware limited liability company.

ANGELA M CHURCH Notary Public, State of Nevada Appointment No. 10-3067-1 My Appt. Expires Jul 10, 2027

Jugelal Churc Notary Public My Commission Expires: <u>7</u>-10-2027

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement effective the date of last signature affixed below.

MASTER ASSOCIATION:

DESERT COLOR COMMUNITY MASTER ASSOCIATION, INC., a Utah nonprofit corporation

By: Bh Go Name: Ryan Coates Title: President

STATE OF Uhh COUNTY OF Washington

This instrument was acknowledged before me on January 30, 2024, by <u>Lyan Coates</u> as <u>President</u> of Desert Color Community Master Association, Inc., a Utah nonprofit corporation.



Michelle Christin Dedde Notary Public My Commission Expires: July 28, 2017

IN WITNESS WHEREOF, the Parties have hereunto signed this Agreement effective the date of last signature affixed below.

MASTER DEVELOPER:

DESERT COLOR ST. GEORGE, LLC, a Utah limited liability company Bv: Name: Mitchell Dansie Title: Manager

STATE OF May () COUNTY OF Washington)

This instrument was acknowledged before me on Junuary 30, 2024, by Mitchell Dansie as Managel as Managel of Desert Color St.



Midelh Christine Delle Notary Public My Commission Expires: July 28, 2027

CITY OF ST. GEORGE, a municipal corporation of the State of Utah

D	
By	;
2	

Michele Randall, Mayor

Attest:	
	Christina Fernandez, City Recorder
APPRO By:	OVED AS TO FORM:
	Jami R. Brackin, Deputy City Attorney

STATE OF)
COUNTY OF _)

This instrument was acknowledged before me on _____, 2024, by Michele Randall as Mayor of City of St. George, a municipal corporation of the State of Utah.

Notary Public My Commission Expires:_____

Exhibit "A"

(Boundary Description)

All that certain lot, piece or parcel of land situate in Washington County, State of Utah, described as follows:

BEGINNING AT A POINT THAT LIES SOUTH 88°45'57" EAST ALONG THE SECTION LINE 1280.39 FEET AND DUE NORTH 192.08 FEET FROM THE SOUTH OUARTER CORNER OF SAID SECTION 26, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 11°26'42" EAST 155.00 FEET: THENCE NORTHWESTERLY ALONG A 10.00 FOOT RADIUS CURVE TO THE LEFT. (LONG CHORD BEARS NORTH 33°33'18" WEST A DISTANCE OF 14.14 FEET), CENTER POINT LIES NORTH 78°33'18" WEST THROUGH A CENTRAL ANGLE OF 90°00'00". A DISTANCE OF 15.71 FEET; THENCE NORTH 78°33'18" WEST 268.65 FEET; THENCE WESTERLY ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 78°26'59" WEST A DISTANCE OF 1.47 FEET), CENTER POINT LIES NORTH 11°26'42" EAST THROUGH A CENTRAL ANGLE OF 00°12'37". A DISTANCE OF 1.47 FEET; THENCE NORTH 11°39'19" EAST 20.00 FEET; THENCE NORTHEASTERLY ALONG A 10.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT. (LONG CHORD BEARS NORTH 56°33'01" EAST A DISTANCE OF 14.17 FEET), CENTER POINT LIES NORTH 11°39'19" EAST THROUGH A CENTRAL ANGLE OF 90°12'37", A DISTANCE OF 15.74 FEET; THENCE NORTH 11°26'42" EAST 85.43 FEET; THENCE WESTERLY ALONG A 300.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 72°29'40" WEST A DISTANCE OF 31.24 FEET), CENTER POINT LIES NORTH 14°31'15" EAST THROUGH A CENTRAL ANGLE OF 05°58'10". A DISTANCE OF 31.26 FEET; THENCE NORTH 69°30'36" WEST 186.00 FEET; THENCE WESTERLY ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 70°25'58" WEST A DISTANCE OF 9.63 FEET), CENTER POINT LIES SOUTH 20°29'14" WEST THROUGH A CENTRAL ANGLE OF 01°50'23", A DISTANCE OF 9.63 FEET; THENCE NORTH 18°38'50" EAST 60.00 FEET; THENCE NORTH 12°22'43" EAST 215.93 FEET; THENCE NORTH 42°09'23" EAST 67.74 FEET; THENCE NORTH 42°54'57" EAST 150.63 FEET; THENCE NORTH 47°05'03" WEST 108.50 FEET; THENCE WESTERLY ALONG A 6.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 87°54'57" WEST A DISTANCE OF 9.19 FEET), CENTER POINT LIES SOUTH 42°54'57" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 10.21 FEET; THENCE NORTH 47°05'03" WEST 60.00 FEET; THENCE NORTHERLY ALONG A 6.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 02°05'03" WEST A DISTANCE OF 9.19 FEET), CENTER POINT LIES NORTH 47°05'03" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 10.21 FEET; THENCE NORTH 47°05'03" WEST 64.69 FEET; THENCE NORTHWESTERLY ALONG A 180.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 38°09'22" WEST A DISTANCE OF 55.87 FEET), CENTER POINT LIES NORTH 42°54'57" EAST THROUGH A CENTRAL ANGLE OF 17°51'21", A DISTANCE OF 56.10 FEET; THENCE NORTH 29°13'42" WEST 53.63 FEET; THENCE WESTERLY ALONG A 6.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 74°13'42" WEST A DISTANCE OF 9.19 FEET), CENTER POINT LIES SOUTH 60°46'18" WEST THROUGH A CENTRAL

ANGLE OF 90°00'00", A DISTANCE OF 10.21 FEET: THENCE NORTH 29°13'42" WEST 60.00 FEET; THENCE NORTH 60°46'18" EAST 1.00 FEET; THENCE NORTH 29°13'42" WEST 231.92 FEET; THENCE NORTH 81°19'41" EAST 145.59 FEET; THENCE SOUTH 27°06'15" EAST 10.06 FEET; THENCE EASTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 73°09'59" EAST A DISTANCE OF 28.80 FEET), CENTER POINT LIES NORTH 62°53'45" EAST THROUGH A CENTRAL ANGLE OF 92°07'27". A DISTANCE OF 32.16 FEET: THENCE NORTH 60°46'18" EAST 68.96 FEET: THENCE NORTHEASTERLY ALONG A 887.50 FOOT RADIUS CURVE TO THE LEFT. (LONG CHORD BEARS NORTH 51°50'38" EAST A DISTANCE OF 275.46 FEET), CENTER POINT LIES NORTH 29°13'42" WEST THROUGH A CENTRAL ANGLE OF 17°51'21". A DISTANCE OF 276.58 FEET; THENCE NORTH 42°54'57" EAST 48.69 FEET; THENCE NORTHEASTERLY ALONG A 762.50 FOOT RADIUS CURVE TO THE RIGHT. (LONG CHORD BEARS NORTH 53°10'35" EAST A DISTANCE OF 271.64 FEET), CENTER POINT LIES SOUTH 47°05'03" EAST THROUGH A CENTRAL ANGLE OF 20°31'15". A DISTANCE OF 273.09 FEET; THENCE NORTH 63°26'12" EAST 22.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MIRASOL DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTHEASTERLY ALONG A 633.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 49°22'18" EAST A DISTANCE OF 513.71 FEET), CENTER POINT LIES NORTH 64°34'06" EAST THROUGH A CENTRAL ANGLE OF 47°52'47", A DISTANCE OF 528.97 FEET, 2) SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 39°09'41" EAST A DISTANCE OF 28.07 FEET), CENTER POINT LIES SOUTH 16°41'18" WEST THROUGH A CENTRAL ANGLE OF 68°18'02", A DISTANCE OF 29.80 FEET, AND 3) SOUTH 82°35'41" EAST 16.57 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PAINTED RIDGE PARKWAY: THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES: 1) SOUTHERLY ALONG A 726.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT. (LONG CHORD BEARS SOUTH 00°19'41" EAST A DISTANCE OF 195.38 FEET), CENTER POINT LIES SOUTH 82°35'41" EAST THROUGH A CENTRAL ANGLE OF 15°27'59". A DISTANCE OF 195.97 FEET, 2) SOUTHERLY ALONG A 1826.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 13°08'58" EAST A DISTANCE OF 323.89 FEET), CENTER POINT LIES NORTH 81°56'20" EAST THROUGH A CENTRAL ANGLE OF 10°10'35", A DISTANCE OF 324.32 FEET, 3) SOUTHEASTERLY ALONG A 726.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 30°30'20" EAST A DISTANCE OF 308.53 FEET). CENTER POINT LIES NORTH 71°45'45" EAST THROUGH A CENTRAL ANGLE OF 24°32'11", A DISTANCE OF 310.90 FEET, 4) SOUTHERLY ALONG A 112.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 04°25'30" EAST A DISTANCE OF 139.60 FEET). CENTER POINT LIES SOUTH 47°13'34" WEST THROUGH A CENTRAL ANGLE OF 76°41'52", A DISTANCE OF 150.60 FEET, 5) SOUTHWESTERLY ALONG A 376.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 33°28'50" WEST A DISTANCE OF 5.82 FEET), CENTER POINT LIES SOUTH 56°04'34" EAST THROUGH A CENTRAL ANGLE OF 0°53'13", A DISTANCE OF 5.82 FEET, AND 6) SOUTH 56°57'47" EAST 52.00 FEET; THENCE SOUTHERLY ALONG A 324.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 20°30'41" WEST A DISTANCE OF 140.54 FEET), CENTER POINT LIES SOUTH 56°57'47" EAST THROUGH

A CENTRAL ANGLE OF 25°03'06", A DISTANCE OF 141.66 FEET; THENCE SOUTH 07°59'08" WEST 78.68 FEET; THENCE SOUTHWESTERLY ALONG A 376.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 54°42'55" WEST A DISTANCE OF 547.55 FEET), CENTER POINT LIES NORTH 82°00'52" WEST THROUGH A CENTRAL ANGLE OF 93°27'34", A DISTANCE OF 613.32 FEET; THENCE NORTH 78°33'18" WEST 109.59 FEET; THENCE SOUTHWESTERLY ALONG A 22.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 56°26'42" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES SOUTH 11°26'42" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 35.34 FEET; THENCE NORTH 78°33'18" WEST 52.00 FEET; THENCE NORTHWESTERLY ALONG A 22.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 33°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST A DISTANCE OF 31.82 FEET), CENTER POINT LIES NORTH 78°33'18" WEST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 35.34 FEET; THENCE NORTH 78°33'18" WEST THROUGH A CENTRAL ANGLE OF 90°00'00".

CONTAINING 1,577,022 SQUARE FEET OR 36.20 ACRES.

Exhibit "B"

Legal Description Lots

All the certain lots, piece or parcel of land situate in Washington County, State of Utah, described as follows:

Lots 201, 237-250, 301, 302, 314-316, and 401-403, the Civic Space, and the Amenity Parcel Civic Space as such are depicted and descripted in that certain Regency at Desert Color Phase 1, plat recorded on May 24, 2022, as Document No. 20220027896 ("Plat") in the official records of the Washington County Recorder's Office, Washington County, Utah ("Official Records"); and the non-exclusive easements, appurtenant to such lots and parcel for pedestrian and vehicular access as created and described in any and all documents of record with Washington County Recorder's Office, Washington County, Utah.





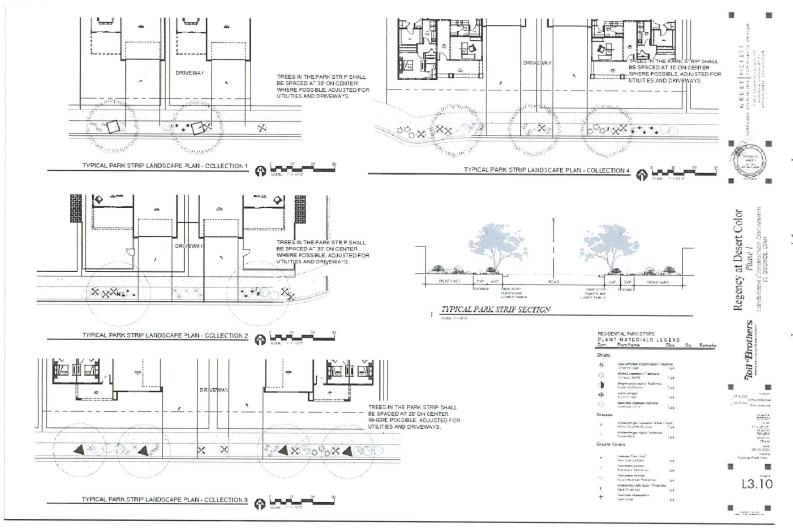


Exhibit "D"

Sheet 1 of the HOA Maintenance Area Obligation Regency at Desert Color

See attached.

RESOLUTION OF DESERT COLOR COMMUNITY MASTER ASSOCIATION, INC.

(Park strip Maintenance)

WHEREAS, the Board of Directors of the Desert Color Community Master Association, Inc. ("Association") desires to clarify the assignment of maintenance responsibilities for certain areas within the Community that may not be explicitly identified in the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Terms and Reservations for Desert Color Community ("Declaration"). Capitalized terms herein shall have the same meaning as used in the Declaration.

WHEREAS, Owners are responsible for the maintenance of all landscaping and improvements on their Lot unless such maintenance responsibility is otherwise assumed by the Master Association pursuant to Section 5.1(a) of the Declaration.

WHEREAS, Owners may be relieved from their maintenance responsibilities if such responsibilities are allocated to the Master Association through a Neighborhood Notice, Supplemental Declaration, Benefitted Area, or designated in a Board Resolution.

WHEREAS, The Master Association may assume or allocate maintenance responsibilities through a Board Resolution pursuant to Sections 5.1 and 9.2 of the Declaration.

NOW THEREFORE BE IT RESOLVED that unless explicitly designated otherwise in a Neighborhood Notice or Supplemental Declaration, Owners of Lots with detached homes are responsible for maintaining and watering the landscaping within the park strips located on their Lots and/or the park strips located within Common Areas between their Lots and roadways. This requirement applies for Lots adjacent to both public and private roadways.

BE IT FURTHER RESOLVED that unless explicitly designated otherwise in a Neighborhood Notice or Supplemental Declaration, the Master Association shall be responsible for the maintenance and watering of the landscaping within park strips located on Lots containing attached homes or located on Common Areas between the attached home Lots and roadways. As reasonably practical, such expenses shall be allocated between the Owners of Neighborhoods or Benefitted Areas as Neighborhood Assessments or Specific Assessments.

BE IT FURTHER RESOLVED that for private roadways, unless explicitly designated otherwise in a Neighborhood Notice or Supplemental Declaration, the Master Association shall be responsible for the maintenance, repair and replacement of all sidewalks, curbs, and gutters (other than such facilities that are part of driveways serving Residences) that run next to and parallel to private roadways which are located on private Lots and Common Areas within the Community. The expenses incurred for such maintenance and repair shall be Common Expenses of the Master Association.

BE IT FURTHER RESOLVED that for public roadways, the City of St. George is responsible for the maintenance of curbs, gutters and sidewalks that run parallel and

adjacent to the public streets and roadways in the Community, and nothing herein or in the Governing Documents shall be construed to require the Master Association to maintain or repair public roadways and facilities.

BE IT FURTHER RESOLVED that the Master Association shall have right to assume the maintenance of park strips if it is determined that an Owner is not maintaining the park strip landscaping and materials in compliance with the Community-Wide Standard and may asses each non-complying Owner all costs incurred for such maintenance as a Specific Assessment.

PASSED AND ADOPTED BY THE BOARD THIS 8 DAY OF April , 2022

-Docusigned by: Mitch Dansie

Director

DocuSigned by: Mh lo

Director

—Docusigned by: Amber Williams

<u>DE317807C709467</u>

19860468 v23



Agenda Date: 03/07/2024

Agenda Item Number: 4d

Subject:

Consider approval of a development and reimbursement agreement between Property Reserve, Inc., Suburban Land Reserve, Inc, and the City of St. George.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

This agreement covers the design, installation, ROW acquisition, reimbursement and payments for a storm drain along 3000 East and Merrill Road and roadway improvements along Merrill Road.

Staff Narrative (need/purpose):

The city has major master planned storm drain and roadway improvements near and along 3000 East and Merrill Road and SLR would like to move forward with development in that area. SLR will complete the improvements. The city agrees to reimburse SLR an estimated total amount of \$13,771,149 (\$11,870,382 for the 3000 East storm drain portion and \$1,900,777 for the Merrill Road roadway and storm drain portion) for the improvements over four fiscal periods beginning July 1, 2026. PRI and SLR agree to donate the needed easements and ROW. The ROW along Merrill Road includes the roadway and 10 wide trail. The agreement specifies that reimbursement will be for actual costs, and includes a 3% construction management fee. PRI is paying for underground utilities, including sewer and water improvements in Merrill Road. The city is funding the design of the improvements with separate contracts that are not part of this agreement.

Name of Legal Dept approver: Jamie Brakin

Budget Impact:

Cost for the agenda item: 13,771,158

Amount approved in current FY budget for item: No

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

funding source:

N/A

Description of funding source:

Budgeted funds from Drainage Utility, Drainage Impact and Street Impact funds and Washington County Flood Control Authority.

Recommendation (Include any conditions):

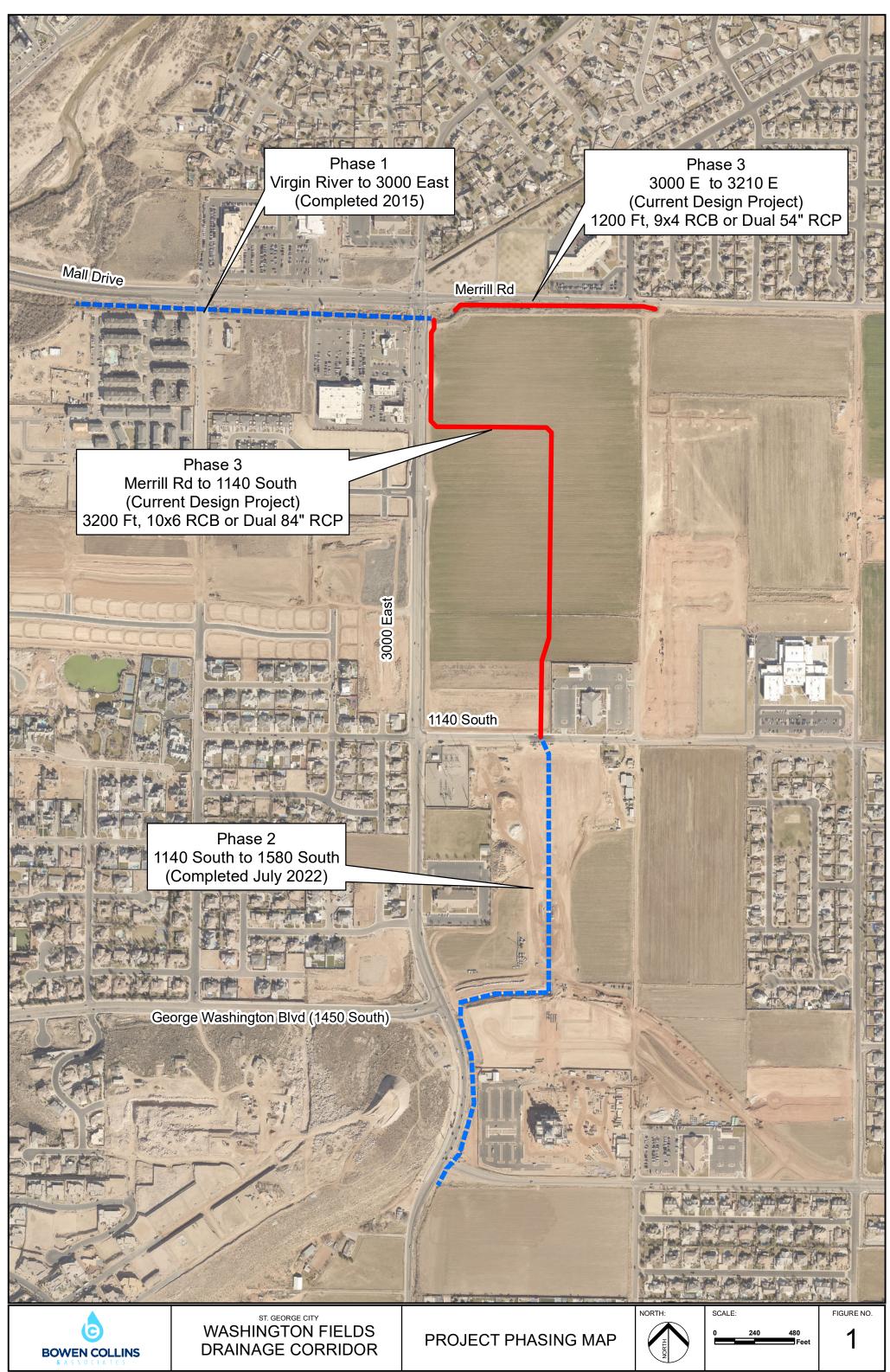
Approval

Preliminary Opinion of Probable Construction Cost



Project: Washington Fields Phase 3 - 1140 S to Merrell Rd Date: Dwner: City of St. George Prepared by:		· · ·						
Item	Lity of St. George Prepared b		Preparea by:				м/10	
No.	Classification of Unit Price Work	Quantity	Unit	U	nit Price		Amount	
1	1140 S to Merr Mobilization, Demobilization, and Administrative Items		LS	\$	720,000	\$	720,00	
2	Traffic Control	1	LS	\$	50,000		50,00	
3	Survey	1	LS	\$	40,000		40,00	
4	10'x6' Concrete Box Culvert	3,200	LF	\$	2,930	\$	9,376,00	
5	15'x4' Concrete Box Culvert	50	LF	\$	4,000	\$	200,00	
6	16'x6' Storm Drain Junction Structure	1	EA	\$	54,000	\$	54,00	
7	5-foot Diameter Concrete Storm Drain Manhole	12	EA	\$	7,300	\$	87,60	
8	Outlet Headwall	1	EA	\$	20,000	\$	20,00	
9	Hot Mix Asphalt (1/2 inch Trail Mix), 2.5 inch thick	100	TON	\$	110	\$	11,00	
10	Untreated Base Course, 6-inch thick	115	CY	\$		\$	4,60	
11	Riprap D50 =9"	250	CY	\$		\$	13,75	
12	Geotextile	555	SY	\$	3.5	\$	1,94	
13	Dewatering	1	LS	\$,	\$	150,00	
14	Shoring	1	LS	\$	100,000	\$	100,00	
15	Flowable Fill Backfill, Only as Directed by Engineer	100	CY	\$		\$	26,00	
16	Trench Stabilization Material, Only as Directed by Engineer	200	CY	\$	50 10%		10,00	
Continge Subtotal	•				10%	<u></u> Տ	1,005,48 11,870,38 2	
ubtotal	Merrill RD Widening	and Storm Drain				3	11,0/0,304	
17	Mobilization, Demobilization, and Administrative Items	1	LS	\$	130,000	\$	130,00	
18	Traffic Control	2	LS	\$	30,000	\$	60,00	
19	Survey	3	LS	\$	15,000	\$	45,00	
20	54-inch Class V Reinforced Concrete Pipe	2,425	LF	\$		\$	727,50	
21	Outlet Headwall	1	EA	\$	20,000		20,00	
22	HB30-7 Curb and Gutter	1,400	LF	\$	24	\$	33,60	
23	15'x6' Storm Drain Junction Structure	5	EA	\$	46,000		230,00	
24	3'x6' Double Curb Back Catch Basin, See Detail WSH/205B	1	EA	\$	-	\$	9,00	
25	18-inch HDPE Storm Drain Pipe	30	LF	\$	85	\$	2,55	
26	Hot Mix Asphalt (1/2 inch Trail Mix), 2.5 inch thick	220	TON	\$		\$	24,20	
27	Untreated Base Course, 6-inch thick	250	CY	\$	40	\$	10,00	
28	Remove Concrete Jersey Barrier	350	LF	\$	15	\$	5,25	
29	Roadway Excavation	1,550	CY	\$		\$	32,55	
30	Hot Mix Asphalt (1/2 inch Mix), 4.5 inch thick	1,500	TON	\$		\$	165,00	
31	Untreated Base Course, 8-inch thick	1,300	CY	\$	40	\$	52,00	
32	Granular Borrow, 16-inch thick	2,600	CY	\$		\$	78,00	
33	Riprap D50 =9"	250	CY	\$	55 3.50	\$	13,75	
34	Geotextile	555	SY LS	\$ \$	3.50		1,94	
35 36	Dewatering Flowable Fill Backfill, Only as Directed by Engineer	25	CY CY	\$ \$,	\$ \$	100,00	
	Trench Stabilization Material, Only as Directed by Engineer	50	CY	.⊅ \$	50		<u>6,50</u> 2,50	
Conting	encv	50	CI	Ψ	10%		151,43	
ubtotal					1070	\$	1,900,777	
	Merrill RD U	Itilities	-					
38	10-inch DIP Class 51 Presurized Irrigation	800	LF	\$	180	\$	144,00	
39	10-inch 90 degree bend	1	EA	\$	1,450	\$	1,45	
40	10-inch 45 degree bend	4	EA	\$		\$	5,20	
41	10"x10"x6" Tee	1	EA	\$	1,600	\$	1,60	
42	6-inch Fire Hydrant Connection, Complete	1	EA	\$	8,000	\$	8,00	
43	20"x20"x20" Tee	2	EA	\$	6,400	\$	12,80	
44	10" Gate Valve	2	EA	\$ \$	4,400	\$	8,80	
45	20"x10" Reducer 5-foot Diameter Polymer Sanitary Sewer Manhole	1	EA	-	2,800	\$	2,80	
46 47	10-inch SDR-35 Sewer Line	3 315	EA LF	\$ \$	35,000 105	\$ \$	<u>105,00</u> 33,07	
47 Continge		313	Lſ	Φ	105 10%		33,07	
ubtotal	-				10%	ծ \$	354,99	
'otal						<u>э</u> \$	14,126,15	
otai						Ψ	17,140,13	

its cost estimates and accepts no liability for problems created by the difference in actual costs and this opinion of probable construction cost.



S:\St. George City\001-22-08 Washington Fields Phase 3\2.0 Design Phase\2.9 GIS\2.9.3 Figures\Washington Fields Overview.mxd cmerrell 2/21/2024

<u>DEVELOPMENT AND REIMBURSEMENT AGREEMENT</u> (Viviano at Red Cliffs Storm Drain and Merrill Road Improvements – City reimburses PRI and SLR)

This Development and Reimbursement Agreement (the "Agreement") is entered into this ______ day of ______, 2024 between the CITY OF ST. GEORGE, a municipal corporation of the State of Utah (hereinafter referred to as the "City"), PROPERTY RESERVE, INC., a Utah nonprofit corporation (hereinafter referred to as "PRI"), and SUBURBAN LAND RESERVE, INC., a Utah corporation (hereinafter referred to as "SLR"). City, PRI and SLR may be referred to herein individually as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, PRI is the owner of certain real property located at approximately 3200 East Merrill Road, St. George, Utah, Tax Parcel Nos. SG-6506-A, SG-6504-A, and SG-FMD-E (the "**PRI Property**"); and

WHEREAS, SLR is the owner of certain real property located at the Southeast corner of Merrill Road and 3000 East Street in St. George, Utah, Tax Parcel No. SG-5-2-34-144 (the "SLR **Property**"); and

WHEREAS, PRI and SLR desire to subdivide, reconfigure, and develop the PRI Property and SLR Property, as generally set forth on <u>Exhibit A</u> attached hereto (the "**Project**"); and

WHEREAS, in connection with the development of the Project, City requested that PRI install a storm drain and related improvements on portions of the PRI Property and SLR Property and along 3000 East and Merrill Road, which storm drain is master-planned to convey existing and future drainage and floodwaters through the Project and is above and beyond what is required to service the Project, and provides a benefit to the City and the community at large, as well as the Project, and will connect with the existing storm drains from St. George City and Washington City, as set forth on Exhibit B attached hereto (the "Storm Drain"); and

WHEREAS, in connection with the development of the Project, City requested that SLR widen and improve portions of Merrill Road right of way on the SLR Property, which right of way is master-planned to allow future vehicular and pedestrian traffic through the Project and is above and beyond what is required to service the Project, and provides a benefit to the City and the community at large, as well as the Project, as set forth on <u>Exhibit C</u> attached hereto (the "**Merrill Road Improvements**"); and

WHEREAS, in exchange for the construction and installation of the Storm Drain, City has agreed to reimburse PRI for the costs associated with such installation upon completion of the Project and in accordance with the terms of this Agreement; and

WHEREAS, in exchange for the construction and installation of the Merrill Road Improvements, City has agreed to reimburse SLR for the costs associated with such installation upon completion of the Project and in accordance with the terms of this Agreement; and WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Recitals</u>. The foregoing recitals are incorporated herein by reference.

2. <u>Design and Installation of Storm Drain</u>. In connection with the design and installation of the Storm Drain, the Parties agree as follows:

a. <u>Design of Storm Drain</u>. City shall, at its sole cost and expense, design the Storm Drain and prepare all necessary plans and engineering drawings associated with said design. The design of the Storm Drain shall also include a schedule showing all items, materials, and quantities in a table form necessary to fully construct and install the Storm Drain. All designs, plans, and drawings shall be subject to the reasonable review and approval of PRI and SLR and shall comply with the St. George Standard Specifications for Design and Construction. The design of the Storm Drain shall be completed no later than June 28, 2024. The location of the Storm Drain shall be in the area depicted on <u>Exhibit B</u> and shall be consistent with the following standards:

i. The Storm Drain will connect with the City's existing storm drain endpoint located on the North side of 1140 South (i.e., the South boundary of the PRI Property) and shall travel Northward through the PRI Property and the SLR property to Merrill Road. This portion of the Storm Drain shall be buried.

ii. The Storm Drain will connect with the two (2) existing buried 54" storm drain culverts owned and installed by Washington City beginning at the Northeast corner of the PRI Property corner (which is also the border between the City of St. George and Washington City) and shall travel west along Merrill Road to the northwest corner of the PRI Property. This portion of the Strom Drain shall be buried.

iii. The Storm Drain will connect with the existing City storm drain system already installed at the corner of 3000 East and Merrill Road and will travel eastbound to the northwest corner of the PRI Property and the northeast corner of the SLR Property. This portion of the Storm Drain may be buried, as determined between the City and SLR during the design process.

iv. The projected work and currently estimated costs associated with the Storm Drain are set forth on <u>Exhibit D</u> attached hereto.

b. <u>Installation and Construction of Storm Drain</u>. PRI shall, subject to the reimbursement obligations set forth herein, install and construct the Storm Drain in accordance with the approved plans and engineering drawings prepared by the City under Section 2(a) above. The installation and construction of the Storm Drain shall comply with the St. George Standard Specifications for Design and Construction and shall be constructed and installed in a good and workmanlike manner. PRI shall provide construction management services for the installation and construction of the Storm Drain and shall retain qualified personnel for management, observation, and adequate testing. City and SLR each hereby grant a temporary, non-exclusive license to PRI and its agents, employees, and contractors over and across the portions of its respective property as is reasonably necessary to install and construct the Storm Drain. Upon completion of the Storm Drain, such temporary license shall automatically terminate. PRI agrees to complete construction of the Storm Drain by July 1, 2026.

3. <u>Design and Installation of Merrill Road Improvements</u>. In connection with the design and installation of the Merrill Road Improvements, the Parties agree as follows:

a. <u>Design of Merrill Road Improvements</u>. The City shall, at its sole cost and expense, design the Merrill Road Improvements and prepare all necessary plans and engineering drawings associated with said design. The design of the Merrill Road Improvements shall also include a schedule showing all items, materials, and quantities in a table form necessary to fully construct and install the Merrill Road Improvements. All designs, plans, and drawings shall be subject to the reasonable review and approval of PRI and SLR and shall comply with the St. George Standard Specifications for Design and Construction. The design of the Merrill Road Improvements shall be completed no later than June 28, 2024. The location of the Merrill Road Improvements shall be in the area depicted on <u>Exhibit C</u> and shall be consistent with the following standards:

i. The Merrill Road Improvements shall include, but not be limited to installation and construction of subbase, road base, asphalt, curb and gutter, asphalt, and concrete trail aligned with back of curb and any other requirements from the City to construct the full right of way as shown in <u>Exhibit C</u>.

ii. The projected work and currently estimated costs associated with the Merrill Road Improvements are set forth on <u>Exhibit D</u> attached hereto.

b. <u>Installation and Construction of Merrill Road Improvements</u>. SLR shall, subject to the reimbursement obligations set forth herein, install and construct the Merrill Road Improvements in accordance with the approved plans and engineering drawings prepared by the City under Section 3(a) above. The installation and construction of the Merrill Road Improvements shall comply with the St. George Standard Specifications for Design and Construction and shall be constructed and installed in a good and workmanlike manner. SLR shall provide construction management services for the installation and construction of the Merrill Road Improvements and shall retain qualified personnel for management, observation, and adequate testing. City and PRI each hereby grant a temporary, non-exclusive license to SLR and its agents, employees, and contractors over and across the portions of its respective property as is reasonably necessary to install and construct the Merrill Road Improvements. Upon completion of the Merrill Road

Improvements, such temporary license shall automatically terminate. SLR agrees to complete construction of the Merrill Road Improvements by July 1, 2026.

4. <u>Representatives</u>. In connection with this Agreement, (i) the representative for the City will be Wes Jenkins, Assistant Public Works Director, (ii) the representatives for the PRI will be Taylor Spendlove and David Lee Hicks, and (iii) the representative for the SLR will be Rollin Johnson.

5. <u>Reimbursement and Other Payments</u>.

a. Reimbursement for Storm Drain. Upon completion of the Storm Drain in accordance with this Agreement, PRI will present to City and SLR (i) a letter from PRI's engineer stating that all work to be completed pursuant to this Agreement have been installed and completed (the "PRI Letter"), and (ii) an invoice outlining the costs and expenses incurred by PRI in connection with the installation and construction of the Storm Drain, which invoice shall also include a three percent (3%) construction management fee based upon the cost of the Storm Drain (the "PRI Invoice"). Upon completion of the Storm Drain and receipt of the PRI Letter and PRI Invoice, City and SLR shall have the right to inspect and review the Storm Drain to confirm satisfactory completion and approval of the same. City and SLR shall have twenty (20) days from receipt of the PRI Letter and PRI Invoice to verify that the Storm Drain has been properly installed and completed in accordance with this Agreement. If City or SLR remains silent after the twenty (20) day period to respond, then the Parties shall be deemed to have accepted the Storm Drain and the charges set forth on the PRI Invoice. Upon approval of the Storm Drain and PRI Invoice, the City shall promptly reimburse and pay PRI the amounts set forth on the PRI Invoice. Such repayment may be completed over a term not to exceed four (4) of the City's fiscal periods provided such payments are made as regularly occurring payments; and provided further that the City shall not be required to make any reimbursement payment to PRI until July 1, 2026.

b. Reimbursement for Merrill Road Improvements. Upon completion of the Merrill Road Improvements in accordance with this Agreement, SLR will present to City and PRI (i) a letter from SLR's engineer stating that all work to be completed pursuant to this Agreement have been installed and completed (the "SLR Letter"), and (ii) an invoice outlining the costs and expenses incurred by SLR in connection with the installation and construction of the Merrill Road Improvements, which invoice shall also include a three percent (3%) construction management fee based upon the cost of the Merrill Road Improvements (the "SLR Invoice"). SLR Invoice will not include any costs associated with the installation of sewer and water and related improvements. Upon completion of the Merrill Road Improvements and receipt of the SLR Letter and SLR Invoice, City and PRI shall have the right to inspect and review the Merrill Road Improvements to confirm satisfactory completion and approval of the same. City and PRI shall have twenty (20) days from receipt of the SLR Letter and SLR Invoice to verify that the Merrill Road Improvements have been properly installed and completed in accordance with this Agreement. If City or PRI remains silent after the twenty (20) day period to respond, then the Parties shall be deemed to have accepted the Merrill Road Improvements and the charges set forth on the SLR Invoice. Upon approval of the Merrill Road Improvements and SLR Invoice, the City shall promptly reimburse and pay SLR the amounts set forth on the SLR Invoice. Such repayment may be completed over a term not to exceed four (4) of the City's fiscal periods provided such payments are made as

regularly occurring payments; and provided further that the City shall not be required to make any reimbursement payment to SLR until July 1, 2026.

c. <u>No Payment Required for Easements</u>. The parties acknowledge and agree that SLR and PRI shall, under separate agreements, grant, dedicate and convey the easement(s) and right(s) of way necessary for the Storm Drain and Merrill Road Improvements to the City at no additional cost or expense, it being understood that the design services being provided by the City for the Storm Drain and Merrill Road Improvements under Sections 2(a) and 3(a) above constitute good and valuable compensation and consideration to PRI and SLR in exchange for the easements to be granted by said parties.

6. <u>Exhibits</u>. All exhibits attached hereto are incorporated as part of this Agreement.

7. <u>ROW</u>. As applicable, SLR and PRI shall grant to the City a thirty-five foot (35') permanent easement along and east of 3000 East and a fifteen foot (15') permanent easement along and south of Merrill Road in the location of the Storm Drain prior to the City's acceptance of the Storm Drain.

8. <u>Changes to Contract Documents</u>. Changes to this Agreement that increase the City's cost participation for the Storm Drain and/or Merrill Road Improvements shall not be made without written consent from the Parties. Any such amendment shall be required to be approved by the Parties in writing.

9. <u>Project Approvals and Compliance with City Design and Construction Standards</u>. PRI and SLR expressly acknowledge and agree that nothing in this Agreement shall be deemed to relieve PRI or SLR from the obligation to comply with City Ordinances and City of St. George Standard Specifications for Design and Construction, and all applicable requirements of the City necessary for approval of any development of the PRI Property or SLR Property, including the payment of fees and compliance with all other applicable resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.

10. Indemnity and Liability. To the extent allowed by state law, PRI and SLR shall each indemnify City against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of PRI or SLR, or their respective agents or assigns. In the event of any such claims made or suits filed against the City, City shall give PRI or SLR, as applicable, prompt written notice. PRI and SLR agree to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. PRI and SLR shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorney's fees for which it indemnifies or defends City.

11. <u>Governing Law and Venue</u>. 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.

12. <u>Construction</u>. Each of the Parties has had the opportunity to review this Agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the Party drafting the same is hereby waived and shall not apply in interpreting this Agreement.

13. <u>Notices</u>. All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

If to City:

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

If to PRI:

Property Reserve, Inc. Attn: Taylor Shaw Spendlove and David Lee Hicks 51 S. Main Street, Suite 301 Salt Lake City, Utah 84111

If to SLR:

Suburban Land Reserve, Inc. Attn: Rollin Johnson 51 S. Main Street, Suite 301 Salt Lake City, Utah 84111

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by a Party of a change of address.

14. <u>Assignment</u>. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without prior written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

15. <u>No Joint Venture, Partnership or Third-Party Rights</u>. This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between the Parties. No term or provision of this Agreement is intended to be, nor shall it be, for the benefit or obligation 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.

16. <u>Binding Effect</u>. Subject to the provisions of this document above, all the provisions

of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs, representatives, officers, agents, employees, members, assigns, and receivers.

17. <u>Integration</u>. This Agreement contains all the terms and conditions pertaining to the subject matter hereof and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the Parties.

18. <u>Severability</u>. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

19. <u>Survival</u>. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

20. <u>Headings</u>. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. <u>Counterparts</u>. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

22. <u>Modification</u>. The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.

23. <u>Authority of Parties</u>. The Parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

[Signatures to Follow]

PRI:

PROPERTY RESERVE, INC., a Utah nonprofit corporation

By: ______ Name: Ashley Powell Its: President

STATE OF UTAH) : ss. COUNTY of SALT LAKE)

On this _____ day of ______, 2024, before me personally appeared Ashley Powell, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of PROPERTY RESERVE, INC., a Utah nonprofit corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

Notary Public

SLR:

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: ______ Name: Tyler Buswell Its: President

STATE OF UTAH) : ss. COUNTY of SALT LAKE)

On this _____ day of ______, 2024, before me personally appeared Tyler Buswell, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the President of SUBURBAN LAND RESERVE, INC., a Utah corporation, and that the foregoing document was signed by him on behalf of said corporation in his capacity as President.

Notary Public

CITY:

CITY OF ST. GEORGE, a municipal corporation of the State of Utah

By:

Michele Randall, Mayor

Attest:

Approved as to form:

Christina Fernandez, City Recorder Collin R. Simonsen, City Attorney

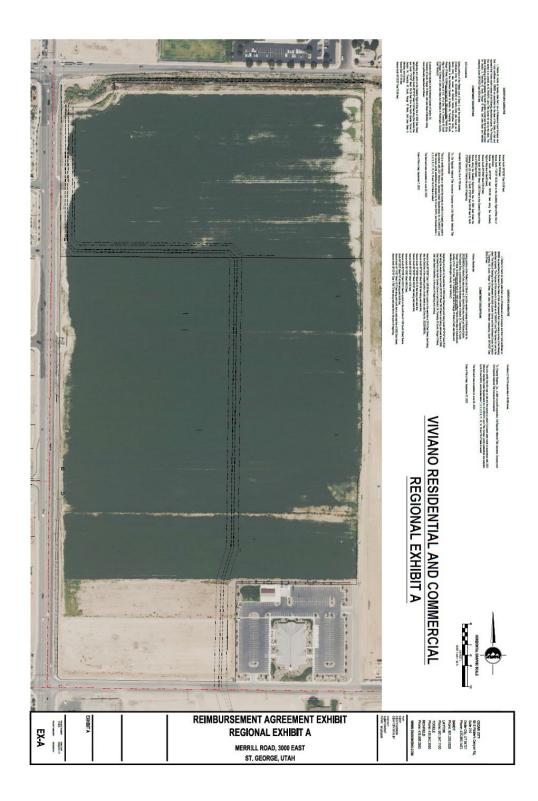
STATE OF UTAH)) COUNTY OF WASHINGTON)

On the <u>day of</u>, 2024, personally appeared before me, MICHELE RANDALL, the signer of the foregoing instrument, who being duly sworn, did say that she is the Mayor of the City of St. George, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said corporation by Michele Randall.

Notary Public

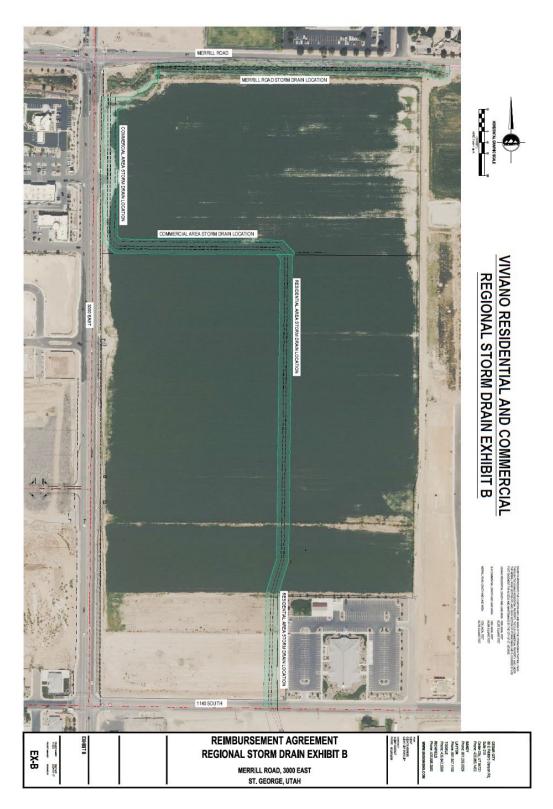
<u>Exhibit A</u>

(Depiction of the Project)



<u>Exhibit B</u>

(Depiction of the Storm Drain)



Page 12 of 14 Public Improvements Reimbursement Agreement

<u>Exhibit C</u>

(Depiction of the Merrill Road Improvements)



<u>Exhibit D</u>

(Projected Work and Estimated Costs of Storm Drain and Merrill Road Improvements)

Item Quantity 1140 S to Merrill Rd SD 1 Mobilization, Demobilization, and Administrative Items 1 1 Traffic Control 1 3 Survey 1 4 10%6' Concrete Box Culvert 3,200 5 15%4' Concrete Box Culvert 3,200 6 16%6' Storm Drain Junction Structure 1 7 5-foot Diameter Concrete Storm Drain Manhole 12 8 Outlet Headwall 1 9 Hot Mix Apphalt (1/2 inch Trail Mix), 2.5 inch thick 116 10 Untreated Base Course, 6-inch thick 115 11 Riprap D50 = 9° 250 12 Geotexnile 5555 13 Dewatering 1 14 Shoring 1 15 Flowable Fill Backfill. Only as Directed by Engineer 1000 15 Traffic Control 2 1 18 Traffic Control 2 1 19 Survey 3 2 20	Date:	-	2	2/27/2	
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35 Dewatering 1 36 Flowable Fill Backfill, Only as Directed by Engineer 25 37 Trench Stabilization Material, Only as Directed by Engineer 50 Contingency Subtotal Merrill RD Utilities 38 10-inch DIP Class 51 Presurized Irrigation 800 39 10-inch 90 degree bend 1 40 10-inch 45 degree bend 4 41 10"x10"x6" Tee 1 42 6-inch Fire Hydrant Connection, Complete 1 43 20"x20"x20" Tee 2 44 10" Gate Valve 2 45 20"x10" Reducer 1	CY	\$	55		13,75
36 Flowable Fill Backfill, Only as Directed by Engineer 25 37 Trench Stabilization Material, Only as Directed by Engineer 50 Contingency Subtotal Merrill RD Utilities 38 10-inch DIP Class 51 Presurized Irrigation 800 39 10-inch 90 degree bend 1 40 10-inch 45 degree bend 4 41 10"x10"x6" Tee 1 42 6-inch Fire Hydrant Connection, Complete 1 43 20"x20"x20" Tee 2 44 10" Gate Valve 2 45 20"x10" Reducer 1	SY LS	\$	3.50		1,94
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41 10"x10"x6" Tee 1 42 6-inch Fire Hydrant Connection, Complete 1 43 20"x20"x20" Tee 2 44 10" Gate Valve 2 45 20"x10" Reducer 1	EA	\$	1,450		1,45
42 6-inch Fire Hydrant Connection, Complete 1 43 20"x20"x20" Tee 2 44 10" Gate Valve 2 45 20"x10" Reducer 1	EA	\$	1,300		5,20
43 20"x20"x20"Tee 2 44 10" Gate Valve 2 45 20"x10" Reducer 1	EA	\$ \$	1,600 8,000		1,60
44 10" Gate Valve 2 45 20"x10" Reducer 1	EA	ŝ	6,400		12,80
45 20"x10" Reducer 1	EA	ŝ	4,400		8,80
	EA	Š	2,800		2,80
46 5-foot Diameter Polymer Sanitary Sewer Manhole 3	EA	ŝ	35,000		105,00
47 10-inch SDR-35 Sewer Line 315	LF	\$	105		33,07
ontingency		· · ·	10%		32,27
Subtotal Fotal				\$	354,99 14,126,15



Agenda Item Number: 4e

Subject:

Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the purchase of property to restore the Ft. Pierce Wash at Quarry Ridge Drive.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Quarry Ridge Drive

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

This project will restore the floodplain along the Ft. Pierce Wash near Quarry Ridge Drive to prevent future flooding in the area.

Staff Narrative (need/purpose):

The restoration project will prevent future flooding in the area.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):



Agenda Item Number: 4f

Subject:

Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the Sunbrook Golf Course Emergency Maintenance Project.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Sunbrook Golf Course

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

This agreement reimburses costs associated with restoration and repairs along the Santa Clara River in the vicinity of Sunbrook Golf Course. The Washington County Flood Control Authority has reviewed and approved the agreement. Costs associated with this project include engineering services, environmental permitting, and construction costs in the amount of \$200,000.

Staff Narrative (need/purpose):

This project will improve river flow during floods, and repair damage to the river banks along the the Santa Clara River in the vicinity of the Sunbrook Golf Course.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):



Agenda Item Number: 4g

Subject:

Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the Southgate Golf Course Emergency Maintenance Project.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Southgate Golf Course

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

This agreement reimburses costs associated with restoration and repairs along the Santa Clara River in the vicinity of Southgate Golf Course. The Washington County Flood Control Authority has reviewed and approved the agreement. Costs associated with this project include engineering services, environmental permitting, and construction costs in the amount of \$200,000.

Staff Narrative (need/purpose):

This project will improve river flow during floods, and repair damage to the river banks along the the Santa Clara River in the vicinity of the Southgate Golf Course.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY FLOOD CONTROL AUTHORITY FOR THE SOUTHGATE GOLF COURSE EMERGENCY MAINTENANCE PROJECT

THIS AGREEMENT dated the _____ day of _____, 2024, between the City of St. George, Utah (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the *Southgate Golf Course Emergency Maintenance Project* located within the City of St. George, and (hereinafter "Project") which shall be partially funded by the Authority; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

Whereas, CITY will create and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

AGREEMENT

Now therefore, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

- 1. <u>Project:</u> At its own expense CITY shall complete engineering services, environmental permitting, and construction for the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with approved plans and construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project, but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.
- 2. <u>Compliance with City Design and Standards</u>: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY's design and construction standards or if no standards have been adopted by CITY then CITY must comply with accepted industry standards.
- <u>Reimbursement</u>: CITY and AUTHORITY anticipate the total cost of the Project to be \$200,000.00. AUTHORITY agrees to reimburse CITY for 100% of the actual costs of the Project up to \$200,000.00. A cost breakdown of the Project is shown in Exhibit A.

- a. Payment of AUTHORITY's obligation shall be made in installments beginning within thirty (30) days of written proof of the actual costs of the Project.
- b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.
- c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
- d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.
- 4. <u>Indemnity</u>. City shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers and agents against all claims, demands, causes or action, suits or judgements, including but not limited to all claims, demands, causes of action, suits or judgements, including but not limited to all claims, demands, causes of action, suits or judgements for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, 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 indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.
 - a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of r in connection with this Agreement.
 - ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement.
 - iii. Claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
 - b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought, or an action filed with respect to the subject of

indemnity herein, CITY agrees that AUTHORRITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for AUTHORITY.

- c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of obligations under this agreement.
- 5. <u>Insurance</u>: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees. CITY shall provide to the AUTHORITY for its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.
 - a. Neither contractor, nor any subcontractor, shall enter the site of the work or commence work under this contract before AUTHORITY has received and accepted certificate(s) of insurance, and insurance endorsements.
 - b. Insurance certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company:
 - i. Name and address of the insured.
 - ii. Shall name as certificate holder the AUTHORITY. Certificate holder shall be named as additional primary insured without offset against their exiting insurance.
 - iii. The location of the operations to which the insurance applied.
 - iv. The number of the policy and the type of types of insurance in force thereunder on the date borne by the certificate.
 - v. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vi. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the work which are undertaken by the insured during the life of the contract.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis.
 - viii. A provision that the policy or policies may not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by AUTHORITY.
 - ix. A statement that a cross liability or severability of interests' clause is included, unless a separate policy covering AUTHORITY is provided.
 - x. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - xi. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverages.
 - c. Commercial General Liability and Property Damage Insurance:

- i. Contractor shall procure, and maintain during the life of the contract, such general liability and property damage insurance necessary to protect itself, AUTHORITY, and CITY, the certificate holder, and subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage arising from operations under this contract, whether such operations are the contractor's or the subcontractors'.
- ii. The minimum general liability and property damage liability shall be as follows:
 - 1. Comprehensive general liability insurance for insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than #3,000,000 Dollars.
 - Broad form property damage insurance in an amount not less than \$300,000 Dollars.
 - Such policy shall include each of the following coverage's:
 - 1. Comprehensive form.

iii.

- 2. Premises operations.
- 3. Explosion and collapse hazard.
- 4. Underground hazard.
- 5. Product/completed operations hazard.
- 6. Contractual insurance.
- 7. Broad form property damage, including completed operations.
- 8. Independent contractors.
- 9. Personal injury.
- d. Builder's "All Risk" Insurance. Contractor shall provide certificates of insurance showing that contractor has obtained, for the duration of the contract time, builder's risk "All Risk" insurance in the amount equal to the contract price including flood, tidal wave, and earthquake, but excluding tidal wave and earthquake coverage in excess of 5 percent of the contract price.
- 6. <u>Assignment</u>. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and WCF, which consent shall not be unreasonably withheld.
- 7. <u>Binding Effect</u>. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers, and successors of the parties.
- 8. <u>No Joint Venture, Partnership or Third-Party Rights</u>. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between WCF and CITY. 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.

- 9. <u>Integration</u>. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
- 11. <u>Survival</u>. It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 12. <u>Headings</u>. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 13. <u>Governing Law and Venue</u>. 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 jurisdictory.
- 14. <u>Notices</u>. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority	City of St. George, Utah
111 East Tabernacle	175 East 200 North
St. George, Utah 84770	St. George, Utah 84770
Attn: Washington County Clerk	Attn: City Attorney

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

- 15. <u>Attorney Fees and Court Costs</u>. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing part shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.
- 16. <u>Counterparts</u>. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 17. <u>Authority of Parties</u>. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:

Jimmie Hughes, Chairman

Attest:

City of St. George, Utah:

Michele Randall, Mayor

Daniel Baldwin, Deputy City Attorney

Christina Fernandez, City Recorder_



Agenda Item Number: 4h

Subject:

Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the purchase of property to construct the Merrill Road Storm Drain Extension Project.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

3000 East and Merrill Road

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

This agreement reimburses costs associated with constructing a storm drain from Washington City through St. George along Merrill Road terminating at 3000 East. The Washington County Flood Control Authority has reviewed and approved the agreement.

Staff Narrative (need/purpose):

Development is planned along Merrill Road which necessitates the need for the existing open channel to be piped underground. This project reimburses the city for a portion of those costs once the project is completed.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):



Agenda Item Number: 4j

Subject:

Consider approval of a fee waiver for the Utah League of Cities and Towns BBQ event held on Thursday, April 18, 2024 at Vernon Worthen Park.

Item at-a-glance:

Staff Contact: Sarah Reber

Applicant Name: Katie Harley

Reference Number: N/A

Address/Location:

300 South 400 East

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

The City of the St. George is a member of the Utah League of Cities and Towns and is the host city for this annual midyear conference. In the past, the City has waived fees (special event fee and park rental fee) for this BBQ which has taken place at Crosby, Town Square, and Vernon Worthen Parks. Staff recommends waiving the 1) Park reservation fee of \$400 and 2) the Special Event Permit fee of \$150.

Staff Narrative (need/purpose):

Staff recommends waiving the 1) Park reservation fee of \$400 and 2) the Special Event Permit fee of \$150.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends



Dear St. George City Council Members,

I am writing on behalf of the Utah League of Cities and Towns regarding our upcoming event on Thursday, April **19**th. During our Midyear Conference (held at the Dixie Convention Center), we host a BBQ dinner and live entertainment for our attendees.

We have previously hosted this event at the St. George Town Square and last year held it at Vernon Worthen Park. We are requesting to have our fees waived for this event, as we have had in the past. The Utah League of Cities and Towns is a governmental entity of which St. George is dues-paying member.

We are appreciative of this opportunity and look forward to hosting our conference next month!

Koui Houlup

Katie Harley Event and Strategic Partnership Coordinator Utah League of Cities and Towns <u>kharley@ulct.org</u> Office: (801) 328-1601x6

801-328-1601 | 50 South 600 East. Suite 150 | Salt Lake City. Utah 84102 | ulct.org



Agenda Item Number: 4j

Subject:

Consider approval of an Amendment to the UDOT Federal Aid Agreement for the Foremaster Drive Culvert Replacement Project.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: Cameron Cutler

Reference Number: N/A

Address/Location:

Foremaster Dr and 1450 E

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

A UDOT Federal Aid Agreement was approved and signed 11/30/2020 for the repair and replacement of the Foremaster Dr culverts which were damaged during the August 2020 storm event. Since that time, various analyses and options were studied in order to accommodate the repair of the culverts. It was apparent that the ultimate fix to the infrastructure would be more extensive and costly to repair. The original agreement included UDOT's contribution to the project in the amount of \$1,838,496 with a City match of \$133,504 (total \$1,972,000). This amendment to the agreement adds the necessary additional funds required for the project to be bid by UDOT and continue into construction. The additional City obligation for the project is \$2,200,887 (total City obligation \$2,334,391). The current project total estimate (combined UDOT and City amounts) is \$4,172,887.

Staff Narrative (need/purpose):

The damage to the culverts occurred in Aug 2020. Deterioration of the culverts (corrugated metal pipe) was occurring over many years. These are City-owned culverts. The State provided the City some assistance (\$1,838,496) for the project.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: 2,200,887

Amount approved in current FY budget for item: 900,000

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

funding source:

The amount budgeted in FY24 is \$900,000. The City has paid UDOT to-date \$20,025.66. The bulk of the project cost (i.e., construction) will occur in FY25. The estimated amount needed for FY25 (\$2,100,000) is included in the proposed FY25 Budget. The funding source for the City's obligation is the Drainage Utility Fund.

Description of funding source:

Drainage Utility Fund

Recommendation (Include any conditions):

Staff recommends approval of the amendment to the UDOT Federal Aid Agreement.





State of Utah Department of Transportation

Federal Aid Agreement Supplement for Local Agency Project CFDA No. 20.205	City of St George - Cameron Cutler	Maximum Project Value Authorized \$4,172,887
PIN Number 16511 FINET Number 55726 FMIS Number F013760 DUNS Number 627376569	Project Number F-3172(1)2 PIN Description Foremaster Dr. Culvert Replacements, 053045V	Agreement Number (Original Agreement No.) 218521 Mod No. 1 Date Executed

The Local Agency(ies) desires to supplement the agreement entered into and executed on 11/30/2020. All provisions in the basic agreement remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Updated funding for this Federal Aid Agreement Modification #1:

State Wide Transportation Improvement Program STIP 2024 - 2027

Fund	Prior	2024	2025	2026	2027	Total	Fed Aid	State	Other	Pct
LOCAL_GOVT	\$0	\$2,200,887	\$0	\$0	\$0	\$2,200,887	\$0	\$0	\$2,200,887	100.00%
STP_BRIDGE	\$350,000	\$1,622,000	\$0	\$0	\$0	\$1,972,000	\$1,838,496	\$0	\$133,504	6.77%
Total:	\$350,000	\$3,822,887	\$0	\$0	\$0	\$4,172,887	\$1,838,496	\$0	\$2,334,391	55.94%

Funding from Base Federal Aid Agreement:

State Wide Transportation Improvement Program STIP 2021 - 2024

		otato i	mae mano	portation in	provenie	it i rogram	U III 2021	- 2024		
Fund*	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
STP_BRIDGE	\$0	\$1,972,000	\$0	\$0	\$0	\$1,972,000	\$1,838,496	\$0	\$133.504	6.77%
Total:	\$0	\$1,972,000	\$0	\$0	\$0	\$1,972,000	\$1,838,496	\$0	\$133,504	6.77%

Upon signing this agreement, the Local Agency(ies) agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right-of-way and construction. The local match for this project is represented by the percentages of the Total Project Value shown above. In addition, the Local Agency(ies) agrees to pay 100% of the overruns that exceed \$4,172,887 and any ineligible costs when requested by UDOT.

UDOT will request payment of matching shares and overruns through an email that will be sent to Cameron Cutler at CAMERON.CUTLER@SGCITY.ORG, Local Agency(ies) Contact. The Local Agency(ies) shall pay within 30 days after each payment request. The Local Agency(ies) shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, Box 141510, 4501 South 2700 West, Salt Lake City, Utah 84119-5998.

As part of this Federal Aid Agreement modification, the following additional requirements apply to section VI. Federal Aid Project Compliance of the original Federal Aid Agreement:

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

LOCAL AGENCY	Utah Department of Transportation
Ву	By Region Director
Date City of St George Official	Date
LOCAL AGENCY – Approved as to form	UDOT Comptroller
Ву	By Comptroller's Office
Date City of St George Official	Date
LOCAL AGENCY - Attest	
Ву	
Date	

City of St George Official



Consultant Services Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH UTAH DEPARTMENT OF TRANSPORTATION CONSULTANT SERVICES	TODAY'S DATE PM REQUEST DATE	2/13/2024 12/15/2023
	FEDERAL AID AGREEMENT NO. MOD NO.	218521 1

Project No.: PIN Description:

F-3172(1)2 Foremaster Dr. Culvert Replacements, 053045V PIN No.: 16511 FINET Prog Code No.: 55726

UDOT Project Manager	UDOT Contract Administrator
May Anderson	Michael R. Butler (Acting as UDOT)
210 West 800 South	PO Box 148490
Richfield, UT 84701	Salt Lake City Utah 84114-8490
(435)287-5319	(801)815-4367
maanderson@utah.gov	michael.butler+udot@wcg.us

Local Government	
City of St George	
175 E 200 N	
St George, UT 84770	
Cameron Cutler, (435) 674-4287	
CAMERON.CUTLER@SGCITY.ORG	

Project Value	\$4,172,887
Federal Match	\$1,838,496
Local Government Match	\$2,334,391
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

1	ST. GEORGE CITY COUNCIL MINUTES
2	REGULAR MEETING
3	FEBRUARY 1, 2024 5:00 P.M.
4	CITY COUNCIL CHAMBERS
1 2 3 4 5 6	
6	PRESENT:
7	Mayor Pro Tem Jimmie Hughes
8	Councilmember Dannielle Larkin
9	Councilmember Natalie Larsen
10	Councilmember Michelle Tanner
11	Councilmember Steve Kemp
12	
13	EXCUSED:
14	Mayor Michele Randall
15	
16	STAFF MEMBERS PRESENT:
17	City Manager John Willis
18 19	City Attorney Shawn Guzman
20	City Recorder Christina Fernandez
20 21	Water Services Director Scott Taylor Budget and Einensial Planning Director Behart Myore
22	Budget and Financial Planning Director Robert Myers Emergency Communications Manager Justin Grenier
23	Parks and Community Services Director Shane Moore
24	Airport Manager Rich Stehmeier
25	Administrative Services Director Trevor Coombs
26	Community Development Director Carol Winner
27	Planner Mike Hadley
28	Planner Brenda Hatch
29	Assistant Public Works Director Wes Jenkins
30	Assistant rubic works bricetor wes senking
31	CALL TO ORDER:
32	Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance.
33	An invocation was offered by Reverend Buddy Herrington with the Shepherd of the Hills
34	United Methodist Church and The Pledge of Allegiance to the Flag was led by
35	Councilmember Larsen.
36	councimember Eursen.
37	Link to call to order, invocation, and flag salute: <u>00:00:00</u>
38	Eine to order, invocation, and hag subter derived
39	MAYOR'S RECOGNITIONS AND UPDATES:
40	None were given.
41	
42	COMMENTS FROM THE PUBLIC:
43	Link to introduction from Mayor Pro Tem Hughes: <u>00:06:17</u>
44	, <u> </u>
45	Link to comments from resident True (Taylor Cluff-Parr): 00:06:35
46	
47	CONSENT CALENDAR:
48	a. Consider approval of a request to waive fees for the St. George Kiwanis
49	Club Easter Egg Hunt on Saturday, March 30, 2024 at Vernon Worthen
50	Park.
51	
52	BACKGROUND and RECOMMENDATION: The St George Kiwanis Club has held an
53	Easter Egg Hunt at Vernon Worthen Park since approximately 1958. It is held the

- 1 St. George City Council Minutes
- 2 February 1, 2024

3 Page Two

Saturday before Easter and will take place on March 30, 2024. There is no charge for children to attend and participate. The request is as follows: 1)Waive the Special Event Application fee (\$150); and 2)Park reservation fee waived (\$400). Staff recommends approval.

b. Consider approval of an Independent Contractor Agreement with Amusement Restoration Companies (ARC) for the City Pool Hydro Tube Slide Resurfacing.

BACKGROUND and RECOMMENDATION: Each year after the swim season is complete, city staff conducts an inspection of the hydro tube at the City Pool to determine the safety and status of the slide. Upon completion of last year's inspection, staff recommended a complete slide resurfacing to maintain the safety and longevity of the slide. Staff recommends approval.

c. Consider approval of a Planning Principal Forgiveness Agreement for Lead Service Line Inventory with the Drinking Water State Revolving Fund.

BACKGROUND and RECOMMENDATION: The EPA is requiring all municipalities to conduct an inventory of all water service lines throughout the distribution system to determine if any of the service lines are made of lead material. The Water Services Department has applied for and has been granted a Principal Forgiveness loan/grant to assist in our efforts of conducting the inventory. Staff recommends approval.

d. Consider approval of a Deferred Sewer Connection Cost Agreement with various residents in the area of 750 North 2450 East.

BACKGROUND and RECOMMENDATION: There are a few areas within the City that are not currently connected to the sewer collection system but are on individual septic systems. These areas are generally areas that were originally within unincorporated areas of the county, that have since annexed into the City. The City ordinances require that when an individual septic system fails, the property owner must connect to the City sewer collection system if the collection system is within 300 feet of the property. Each year, the Water Services Department budgets some monies to assist residents extend the City sewer collection system to their property if their septic system fails and they are further than 300 feet from the nearest sewer line. Staff recommends approval.

e. Consider approval to enter into an Agreement to Purchase Real Property with St. George 730, LLC.

BACKGROUND and RECOMMENDATION: The Water Services Department desires to purchase lot 106 in the Cecita Crest Subdivision. The lot was appraised at \$300,000. Staff recommends approval.

1 2	St. George City Council Minutes February 1, 2024
3	Page Three
4 5 6 7	f. Consider approval of the minutes from the meetings held on January 2, 2024; January 4, 2024; January 11, 2024; January 18, 2024; January 23, 2024; and January 25, 2024.
8 9	Link to presentation from City Manager John Willis: 00:10:55
10 11 12	Agenda Packet [Page 5]
12 13 14	Link to motion: 00:11:17
15 16 17 18	MOTION: A motion was made by Councilmember Larkin to approve the consent calendar as presented with the removal of item d. SECOND:
19	The motion was seconded by Councilmember Kemp.
20 21 22	VOTE: Mayor Pro Tem Hughes called for a vote, as follows:
23 24 25 26 27	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye
28 29 30	The vote was unanimous and the motion carried.
31 32	Link to discussion between the City Council and Water Services Director Scott Taylor regarding item d: $00:11:56$
33 34 35	Link to motion: 00:14:17
36 37 38	MOTION: A motion was made by Councilmember Larkin to approve item d on the consent calendar.
39 40	SECOND: The motion was seconded by Councilmember Larsen.
41 42	VOTE: Mayor Pro Tem Hughes called for a vote, as follows:
43 44 45 46 47 48 49	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye
50 51 52 53	The vote was unanimous and the motion carried.

1 2 3	St. George City Council Minutes February 1, 2024 Page Four
4 5 6 7 8	PUBLIC HEARING/AMEND FISCAL YEAR 2023-24 BUDGET/RESOLUTION: Public hearing and consideration of Resolution No. 2024-006R to review and approve amendments to the Fiscal Year 2023-24 Budget.
8 9 10 11 12 13 14	BACKGROUND and RECOMMENDATION: State statute requires a public hearing when changes are requested to the City's budget. Staff typically bring budget openings forward to the City Council for consideration on a quarterly basis based on changes that occur during the fiscal year. Staff recommends taking public comment and approval of the resolution.
15 16 17 18 19 20	Link to introduction from City Manager John Willis and presentation from Budget and Financial Planning Director Robert Myers, including discussion between the City Council, City Manager John Willis, Emergency Communications Manager Justin Grenier, City Attorney Shawn Guzman, Parks and Community Services Director Shane Moore, Airport Manager Rich Stehmeier, Mayor Pro Tem Hughes, and Mr. Myers: <u>00:14:35</u>
21 22 23	Agenda Packet [Page 81]
23 24 25	Link to public hearing, no comments were given: <u>00:35:45</u>
26 27	Link to motion: 00:36:15
28 29 30 31 32	MOTION: A motion was made by Councilmember Kemp to approve Resolution No. 2024-006R to review and approve amendments to the Fiscal Year 2023-24 Budget. SECOND:
33 34	The motion was seconded by Councilmember Larsen.
35 36	Mayor Pro Tem Hughes called for a roll call vote, as follows:
30 37 38 39 40 41 42	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye
42 43 44	The vote was unanimous and the motion carried.
44 45 46 47	UPDATE UTILITY BILLING POLICY NO. 10.87: Consider approval to update the utility billing policy number 10.87.
47 48 49 50 51 52 53	BACKGROUND and RECOMMENDATION: Update the Billing Policy 10.87 regarding Delinquent Accounts, Deposit language, and schedule attachment A to point to the City's Master Fee Schedule. Utility Billing Policy 10.87 stipulates that an unpaid bill may become delinquent after a two-month period, at which point the shutoff process is initiated. A proposed amendment aims to streamline the shutoff notification process by reducing it to after one month. The first overdue bill triggers a Shutoff

- 1 St. George City Council Minutes
- 2 3 4 5 6 February 1, 2024
- Page Five

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Status Notice, alerting the customer to the impending consequences. Should the bill remain unpaid, a subsequent Shutoff Notice is issued, specifying the date of service disconnection if the outstanding balance is not settled promptly. This modification seeks to enhance efficiency in communication and ensure timely resolution of outstanding payments. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Administrative Services Director Trevor Coombs, including discussion between Mayor Pro Tem Hughes, the City Council, and Mr. Coombs: 00:37:13

- Agenda Packet [Page 86]
- Link to motion: 00:46:25

MOTION:

A motion was made by Councilmember Larkin to approve the update to utility billing policy number 10.87.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Pro Tem Hughes called for a vote, as follows:

Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – ave Councilmember Kemp – aye

The vote was unanimous and the motion carried.

35 AMEND GENERAL PLAN/ORDINANCE:

Consider approval of Ordinance No. 2024-007 changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at 1650 Snow Canyon Parkway for a project to be known as Snow Canyon Parkway. Case No. 2024-GPA-001

42 BACKGROUND and RECOMMENDATION: The property is zoned R-1-10 (Single Family 43 Residential 10,000 sq. ft. minimum lot size). This application is to change the 44 General Plan from LDR (Low Density Residential) to COM (Commercial) to develop 45 the property with the Commercial designation. The applicant is not sure at this time 46 what exactly they are wanting to do on the property. The piece of property is a 47 challenging piece with a drainage channel and a good amount of slope to the 48 property. The applicant has mentioned possibly professional office or medical 49 buildings. At their meeting on January 9, 2024, the Planning Commission held a 50 public meeting and recommended approval with no conditions with a vote of 6-1.

- 51 52
- 53

1 2 3 4	St. George City Council Minutes February 1, 2024 Page Six	
4 5 6 7 8	Link to introduction from City Manager John Willis and presentation from Planner Mike Hadley, including discussion between the City Council, and Mr. Hadley: <u>00:47:00</u>	
9 10	Agenda Packet [Page 108]	
11 12	Link to motion: 00:50:31	
13	MOTION:	
14 15 16 17 18	A motion was made by Councilmember Kemp to approve Ordinance No. 2024- 007 changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 3.18 acres located at 1650 Snow Canyon Parkway for a project to be known as Snow Canyon Parkway.	
19	SECOND:	
20	The motion was seconded by Councilmember Larkin.	
21	VOTE:	
22	Mayor Pro Tem Hughes called for a roll call vote, as follows:	
23		
24	Councilmember Hughes – aye	
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	The vote was unanimous and the motion carried.	
32	AMEND GENERAL PLAN/ORDINANCE:	
33	Consider approval of Ordinance No. 2024-008 amending the city general	
34	plan future land-use map from LDR (Low Density Residential) to COM	
35	(Commercial) on approximately 1.22 acres located on the northwest corner	
36	of Sugar Leo Drive and Pioneer Road for a project to be known as the	
37	Manning Property for Dixie Power. Case No. 2024-GPA-002	
38		
39	BACKGROUND and RECOMMENDATION: This General Plan amendment is for land	
40	located on the northwest corner of Sugar Leo Road and Pioneer Road. The property	
41	is lot 58 of the Bloomington Ranches Subdivision Phase 1, which was recorded in	
42	1968 prior to Bloomington's annexation in 1982. The Planning Commission held a	
43	public hearing on January 9, 2024 and recommended approval of the application with	
44	a 7-0 vote.	
45		
46	Link to introduction from City Manager John Willis and presentation from Planner	
47	Brenda Hatch: 00:51:28	
48		
49	Agenda Packet [Page 120]	
50		
51	Link to motion: 00:53:12	
52		
53		

1 2 3	St. George City Council Minutes February 1, 2024
5	Page Seven
4	
5	MOTION:

MOTION:

5	MOTION:
6	A motion was made by Councilmember Larkin to approve Ordinance No.
7	2024-008 amending the city general plan future land-use map from LDR (Low
8	Density Residential) to COM (Commercial) on approximately 1.22 acres
9	located on the northwest corner of Sugar Leo Drive and Pioneer Road for a
10	project to be known as the Manning Property for Dixie Power.
11	SECOND:
12	The motion was seconded by Councilmember Larsen.
13	VOTE:
14	Mayor Pro Tem Hughes called for a roll call vote, as follows:
15	, , , , , , , , , , , , , , , , , , , ,
16	Councilmember Hughes – aye
17	Councilmember Larkin – aye
18	Councilmember Larsen – aye
19	Councilmember Tanner – aye
20	Councilmember Kemp – aye
21	
22	The vote was unanimous and the motion carried.
23	
24	PRELIMINARY PLAT:
25	Consider approval of the preliminary plat for Red Industrial, a 4-lot
26	subdivision located in Fort Pierce at 1630 East Commerce Drive. Case No.
27	2023-PP-041
28	
29	BACKGROUND and RECOMMENDATION: This item was presented to the Planning
30	Commission at a public meeting on November 14, 2023, where the applicant
31	presented a three-lot subdivision. However, the applicant requested to pull that
32	proposal before it was presented to the City Council in order to make modifications
33	to the preliminary plat. On January 23, 2024, the applicant returned to the Planning
34	Commission, this time a four-lot subdivision was presented; at that public meeting
35	the Planning Commission recommended approval.
36	
37	Link to introduction from City Manager John Willis and presentation from Planner
38	Mike Hadley, including discussion between the City Council, City Manager John Willis,
39	Assistant Public Works Director Wes Jenkins, Mayor Pro Tem Hughes, and Mr.
40	Hadley: <u>00:54:01</u>
41	,
42	Agenda Packet [Page 134]
43	
44	Link to motion: <u>00:57:52</u>
45	
46	MOTION:
47	A motion was made by Councilmember Kemp to approve the preliminary plat
48	for Red Industrial, a 4-lot subdivision located in Fort Pierce at 1630 East
49	Commerce Drive to include that a development agreement will be negotiated
50	between the landowner and the City for the improvements of the road on the
51	southern boundary and all of the remaining public improvements, noting to
52	include a provision that at any time, the City may request the improvements
53	be completed.

1 2 3 4	St. Georg February Page Eigh	
т 5	CI	ECOND:
5 6 7	51	The motion was seconded by Councilmember Tanner.
8 9 10 11	th	omments from City Attorney Shawn Guzman, including noting on the record that e Councilmember Tanner who seconded the motion, agrees with the motion as stated: <u>00:58:40</u>
12	V	OTE:
13	•	Mayor Pro Tem Hughes called for a vote, as follows:
14		Mayor Fro Terri Hughes called for a vote, as follows.
15		Councilmember Hughes – aye
16		Councilmember Larkin – aye
17		Councilmember Larsen – aye
18		Councilmember Tanner – aye
19		Councilmember Kemp – aye
20		Councilmentber Kemp - aye
21		The vote was unanimous and the motion carried.
22		The vote was unanimous and the motion carried.
23	PRFI TM1	INARY PLAT:
24		onsider approval of the preliminary plat for Tuscan Hills Phase 5, a 32-lot
25		Ibdivision located west of Dixie Drive and south of Gap Canyon Parkway.
26		ase No. 2023-PP-046
27		
28	B/	ACKGROUND and RECOMMENDATION: This is the proposed phase 5 of the Tuscan
29 30	Hi	Ils development. The Planning Commission held a public meeting on November 28,
31 32		023, and recommended approval to the City Council.
33	Lií	nk to introduction from City Manager John Willis and presentation from Planner
34		ike Hadley, including discussion between the City Council, Mayor Pro Tem Hughes,
35		ommunity Services Director Carol Winner, City Manager John Willis, Assistant Public
36		orks Director Wes Jenkins, and Mr. Hadley: 00:59:55
37		· · · · · · · · · · · · · · · · · · ·
38	Ac	genda Packet [Page 142]
39		
40	Liı	nk to motion: <u>01:06:10</u>
41		
42	M	OTION:
43		A motion was made by Councilmember Larkin to approve the preliminary plat
44		for Tuscan Hills Phase 5, a 32-lot subdivision located west of Dixie Drive and
45		south of Gap Canyon Parkway, with the recommendations form the Planning
46		Commission that the final plat cannot be recorded until the amenity area and
47		amenities are installed, striking the last part that says the applicant has the
48		right to bond for the improvements.
49	SI	ECOND:
50		The motion was seconded by Councilmember Kemp.
51		
52		nk to further discussion between the City Council and City Manager John Willis:
53	<u>01</u>	L:06:46

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2	February 1, 2024
3	Page Nine
4	
5	Link to vote: $01.07.52$
5	Link to vote: 01:07:53
6 7	
/	VOTE:
8 9	Mayor Pro Tem Hughes called for a vote, as follows:
10	Councilmember Hughes – aye
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	The vote was analimous and the motion carried.
18	AMEND 10-10-1 OF CITY CODE/ORDINANCE:
19	Consider Ordinance No. 2024-009 amending Title 10-10-1, Airport Vicinity
20	
	Zones, of the St. George City Code, to add Airport Lounge as a permitted use
21	in the ASBP (Airport Supporting Business Park) zone. Case No. 2024-ZRA-
22	003
23	
24	BACKGROUND and RECOMMENDATION: For many years, the only airport in the State
25	of Utah that has allowed airport lounges is the Salt Lake City International Airport.
26	However, in 2023, the state code was updated. The Utah State Alcoholic Beverage
27	Services Commission now can issue three domestic airport lounge licenses within the
28	State of Utah (Title 32B-6-503). On January 23, 2024, the Planning Commission held
29	a public hearing on this Item and recommended approval.
30	
31	Link to introduction from City Manager John Willis and presentation from Community
32	Development Director Carol Winner, including discussion between Mayor Pro Tem
33	Hughes and City Attorney Shawn Guzman: 01:08:06
34	ridghes and City Attorney Shawn Guzman. 01.08.00
	Areada Dasket (Dasa 150)
35	Agenda Packet [Page 150]
36	
37	Link to motion: <u>01:09:49</u>
38	
39	MOTION:
40	A motion was made by Councilmember Larsen to approve Ordinance No.
41	2024-009 amending Title 10-10-1, Airport Vicinity Zones, of the St. George
42	City Code, to add Airport Lounge as a permitted use in the ASBP (Airport
43	Supporting Business Park) zone.
44	SECOND:
45	The motion was seconded by Councilmember Larkin.
46	VOTE:
47	Mayor Pro Tem Hughes called for a roll call vote, as follows:
48	
49	Councilmember Hughes – aye
50	Councilmember Larkin – aye
51	Councilmember Larsen – aye
52	•
	Councilmember Tanner – aye
53	Councilmember Kemp – aye

1 2 3 4 5	St. George City Council Minutes February 1, 2024 Page Ten
6 7 8	The vote was unanimous and the motion carried.
9 10	APPOINTMENTS: Appointments to Boards and Commissions of the City.
11 12 13	Link to Mayor Pro Tem Hughes recommending the appointment of Conn Wood to the Shade Tree Board: $01:10:48$
14 15 16	Link to motion: <u>01:11:08</u>
17 18 19	MOTION: A motion was made by Councilmember Kemp to appoint Conn Wood to the Shade Tree Board.
20 21 22	Link to comments from Councilmember Tanner and discussion between the City Council and City Manager John Willis: <u>01:11:09</u>
23 24 25	Link to second and vote: 01:12:30
26 27	SECOND: The motion was seconded by Councilmember Larsen.
28 29	VOTE: Mayor Pro Tem Hughes called for a vote, as follows:
30 31 32 33 34 35	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye
36 37	The vote was unanimous and the motion carried.
38 39 40 41	REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER: Link to reports from Councilmember Kemp: <u>01:12:54</u>
42 43	Link to reports from Councilmember Larkin: 01:13:49
44 45	Link to reports from Mayor Pro Tem Hughes: <u>01:14:50</u>
46 47	Link to reports from Councilmember Larsen: 01:15:22
48 49 50 51 52 53	ADJOURN TO A CLOSED MEETING: Request a closed session to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual. A closed meeting was not held.

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ADJOURN:

Link to motion: <u>01:15:56</u>

MOTION:

A motion was made by Councilmember Larkin to adjourn. SECOND: The motion was seconded by Councilmember Kemp. VOTE: Mayor Pro Tem Hughes called for a vote, as follows: Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye The vote was unanimous and the motion carried.

27 Christina Fernandez, City Recorder

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1	ST CEODOE CITY COUNCIL MINUTES
1	ST. GEORGE CITY COUNCIL MINUTES
2	WORK MEETING
2 3 4 5	FEBRUARY 8, 2024, 4:00 P.M.
4	ADMINISTRATIVE CONFERENCE ROOM
5	
6	PRESENT:
7	Mayor Michele Randall
8	Councilmember Jimmie Hughes
9	Councilmember Dannielle Larkin
10	Councilmember Natalie Larsen
11	Councilmember Michelle Tanner – via Zoom
12	Councilmember Steve Kemp
13	
14	STAFF MEMBERS PRESENT:
15	City Manager John Willis
16	City Attorney Shawn Guzman
	· ·
17	Deputy City Attorney Jami Brackin
18	City Recorder Christina Fernandez
19	Police Captain Curtis Spragg
20	Parks and Community Services Director Shane Moore
21	Community Development Director Carol Winner
22	Parks Planner Mark Goble
23	Budget and Financial Planning Manager Robert Myers
24	Administrative Services Director Trevor Coombs
25	Economic Development Director Chad Thomas
$\frac{23}{26}$	Water Services Director Scott Taylor
	water Services Director Scott rayion
27	
28	OTHERS PRESENT:
29	Broden Lund with Reach4Hope Coalition
30	Heather Atkin with Art Around the Corner
31	Marianne Hamilton with Art Around the Corner
32	Jeremiah Terry with Dixie Technical College
33	Derek Hadlock with Dixie Technical College
34	Brandi Honey with Dixie Technical College
35	Historic Preservation Commission Member Rick Atkin
36	Historic Preservation Commission Member Susan Crook
37	
	Resident Stacy Young
38	
39	CALL TO ORDER, INVOCATION AND FLAG SALUTE:
40	Mayor Randall called the meeting to order and welcomed all in attendance. The
41	invocation was offered by Pastor Greg Wright with West Side Baptist Church and The
42	Pledge of Allegiance to the Flag was led by Councilmember Hughes.
43	
44	Link to call to order, invocation, and flag salute: <u>00:00:00</u>
45	
46	UPDATE FROM REPRESENTATIVES OF THE REACH4HOPE COALITION:
47	
	Link to presentation from Broden Lund with Reach4Hope, including discussion
48	between the City Council, City Attorney Shawn Guzman, Mayor Randall, Police
49	Captain Curtis Spragg, and Mr. Lund: 00:02:10
50	
51	Agenda Packet [Page 2]
52	
53	

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- 2 3 February 8, 2024
- Page Two 4

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PRESENTATION FROM REPRESENTATIVES OF ART AROUND THE CORNER:

Link to presentation from Heather Atkin and Marianne Hamilton with Art Around the Corner, including discussion between the City Council, Mayor Randall, Parks and Community Services Director Shane Moore, Ms. Atkin, and Ms. Hamilton: 00:24:05

Agenda Packet [Page 11]

13 DISCUSSION REGARDING DIXIE TECHNICAL COLLEGE SIGNS ON ST. GEORGE 14 **BOULEVARD:** 15

Link to introduction from City Attorney Shawn Guzman and presentation from Jeremiah Terry with Dixie Technical College, including discussion between City Attorney Shawn Guzman, the City Council, and Mr. Terry: 00:35:30

Agenda Packet [Page 50]

DISCUSSION REGARDING CREATING A NATIONAL HISTORIC DISTRICT IN THE 22 **DOWNTOWN AREA:** 23

Link to presentation from Community Development Director Carol Winner, including discussion between the City Council, Historic Preservation Member Rik Atkin, City Manager John Willis, Historic Preservation Commission Member Susan Crook, Mayor Randall, and Ms. Winner: 00:46:05

Agenda Packet [Page 53]

30 **UPDATE ON THE CITY'S GENERAL OBLIGATION BOND:** 31

Link to presentation from Parks and Community Services Director Shane Moore and Budget and Financial Planning Manager Robert Myers, including discussion between the City Council, Mayor Randall, City Manager John Willis, Parks Planner Mark Goble, Mr. Moore, and Mr. Myers: 01:04:40

Agenda Packet [Page 59]

38 **UPDATE ON THE CITY'S PUBLIC INFRASTRUCTURE DISTRICT (PID) POLICY:** 39

Link to presentation from Economic Development Director Chad Thomas, including discussion between the City Council, City Attorney Shawn Guzman, Administrative Services Director Trevor Coombs, Deputy City Attorney Jami Brackin, City Manager John Willis, resident Stacy Young, Mayor Randall, and Mr. Thomas: 01:23:00

Agenda Packet [Page 65]

46 **REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY** 47 MANAGER: 48

Link to reports from Water Services Director Scott Taylor, including discussion between the City Council, Deputy City Attorney Jami Brackin, Mayor Randall, City Attorney Shawn Guzman, and Mr. Taylor: 02:09:14

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1 2 3 4	St. George City Council Minutes February 8, 2024 Page Three
5 6 7 8	Link to reports from Operations Director Marc Mortensen, including discussion between the City Council, Mayor Randall, City Manager John Willis, and Mr. Mortensen: <u>02:23:29</u>
9 10	Link to reports from Councilmember Larsen: 02:31:08
10 11 12	Link to reports from Councilmember Larkin: 02:31:16
12 13 14	Link to reports from Mayor Randall: 02:31:23
15 16 17 18	ADJOURN TO A CLOSED MEETING: Request a closed meeting to discuss litigation, security, property acquisition or sale, or the character and professional competence or physical or mental health of an individual.
19 20 21	A closed meeting was not held.
21 22 23 24	ADJOURN: Link to motion: 02:31:51
24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	MOTION: A motion was made by Councilmember Larkin to adjourn. SECOND: The motion was seconded by Councilmember Kemp. VOTE: Mayor Randall called for a vote, as follows: Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye Councilmember Tanner – aye Councilmember Kemp – aye
44 45	Christina Fernandez, City Recorder

1	ST. GEORGE CITY COUNCIL MINUTES
1 2 3 4 5	WORK MEETING
3	FEBRUARY 15, 2024, 8:00 A.M.
4	DIXIE POWER ADMINISTRATION BUILDING
5	
6	PRESENT:
7	Mayor Michele Randall
8 9	Councilmember Jimmie Hughes Councilmember Dannielle Larkin
10	Councilmember Dannene Larkin Councilmember Natalie Larsen
11	Councilmember Michelle Tanner
12	Councilmember Steve Kemp
13	
14	STAFF MEMBERS PRESENT:
15	City Manager John Willis
16	City Attorney Shawn Guzman
17	City Recorder Christina Fernandez
18	Budget and Financial Planning Director Robert Myers
19	Assistant Budget Director Chad Moultrie
20 21	Operations Director Marc Mortensen
22	Director of Golf Operations Colby Cowan IT Manager James Duckett
22	Facilities Manager Carlos Robles
24	Energy Services Director Bryan Dial
25	Energy Data Analyst Ivy Madsen
26	Water Services Director Scott Taylor
27	Water Services Assistant Director Kade Bringhurst
28	Human Resources Director Pennie Hancock
29	Human Resources Administrator Heather Dutton
30	Communication and Marketing Director David Cordero
31	Community Development Director Carol Winner
32	Planner II/CDBG Coordinator Brenda Hatch
33 34	Public Works Director Cameron Cutler Police Chief Kyle Whitehead
35	Deputy Police Chief Thad Feltner
36	Fire Chief Robert Stoker
37	Deputy Fire Chief Brad Esplin
38	Battalion Chief Coty Chadburn
39	Economic Development Director Chad Thomas
40	Administrative Services Director Trevor Coombs
41	Finance Manager Tiffany LaJoice
42	Parks and Community Services Director Shane Moore
43	Deputy Director of Arts Michelle Graves
44 45	Airport Manager Rich Stehmeier Executive Assistant Emilie Pinkelman
45	Executive Assistant Emme Pinkeiman
47	DISCUSSION REGARDING THE FISCAL YEAR 2024-2025 BUDGET:
48	Link to presentation from City Manager John Willis, including discussion between
49	the City Council, Parks and Community Services Director Shane Moore, and Mr.
50	Willis: 00:00:00 [Recording 1]
51	
52	Link to presentation from Budget and Financial Planning Director Robert Myers,
53	including discussion between the City Council, City Attorney Shawn Guzman, City

1 2 3 4	St. George City Council Minutes February 15, 2024 Page Two
2 3 4 5 6 7 8 9	Manager John Willis, Mayor Randall, Administrative Services Director Trevor Coombs, Operations Director Marc Mortensen, and Mr. Myers: <u>00:08:34</u> [Recording 1]
9 10	Agenda Packet [Page 99]
11 12 13 14	Link to presentation from Assistant Budget Director Chad Moultrie, including discussion between the City Council, City Manager John Willis, and Mr. Moultrie: <u>01:06:15</u> [Recording 1]
15 16	Agenda Packet [Page 149]
17 18 19 20	Link to presentation from Economic Development Director Chad Thomas, including discussion between the City Council, City Manager John Willis, and Mr. Thomas: <u>01:16:55</u> [Recording 1]
20 21 22	Agenda Packet [Page 114]
23 24 25 26	Link to presentation from Police Chief Kyle Whitehead, including discussion between the City Council, Mayor Randall, Deputy Police Chief Thad Feltner, and Chief Whitehead: <u>01:28:31</u> [Recording 1]
20 27 28	Agenda Packet [Page 159]
28 29 30 31 32	Link to presentation from Fire Chief Robert Stoker, including discussion between Mayor Randall, the City Council, City Attorney Shawn Guzman, and Chief Stoker: 01:59:20 [Recording 1]
33	Agenda Packet [Page 171]
34 35 36 37	Link to presentation from Public Works Director Cameron Cutler, including discussion between the City Council, Budget and Financial Planning Director Robert Myers, and Mr. Cutler: <u>02:37:38</u> [Recording 1]
38 39 40	Agenda Packet [Page 195]
41 42 43	Link to presentation from Community Development Director Carol Winner: <u>02:55:08</u> [Recording 1]
44 45	Agenda Packet [Page 211]
46 47 48	Link to presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council, Mayor Randall, Police Chief Kyle Whitehead, City Manager John Willis, and Mr. Moore: <u>03:02:00</u> [Recording 1]
49 50 51 52 53	Agenda Packet [Page 222]

1 2 3 4	St. George City Council Minutes February 15, 2024 Page Three
5 6 7 8	Link to presentation from Airport Manager Rich Stehmeier, including discussion between the City Council, Mayor Randall, and Mr. Stehmeier: <u>03:27:55</u> [Recording 1]
9 10	Agenda Packet [Page 235]
11 12	Mayor Randall called for a recess.
13 14 15 16	Link to presentation from Operations Director Marc Mortensen, including discussion between the City Council, Director of Golf Operations Colby Cowan, Police Chief Kyle Whitehead, and Mr. Mortensen: <u>00:00:00</u> [Recording 2]
10 17 18	Agenda Packet [Page 248]
19 20 21 22 23	Link to discussion between Budget and Financial Planning Director Robert Myers, the City Council, City Manager John Willis, Operations Director Marc Mortensen, and Mayor Randall regarding prioritizing requested items in the general fund: 00:42:00 [Recording 2]
24 25	Mayor Randall called for a recess.
26 27 28 29	Link to presentation from Energy Services Director Bryan Dial, including discussion between the City Council, Mayor Randall, City Attorney Shawn Guzman, Fire Chief Robert Stoker, and Mr. Dial: <u>00:00:00</u> [Recording 3]
30 31	Agenda Packet [Page 294]
32 33 34	Link to presentation from Water Services Director Scott Taylor, including discussion between the City Council, Mayor Randall, and Mr. Taylor: <u>00:18:40</u> [Recording 3]
35 36	Agenda Packet [Page 302]
37 38	Mayor Randall called for a recess.
39 40 41 42	Link to presentation from Budget and Financial Planning Director Robert Myers, including discussion between the City Council, Operations Director Marc Mortensen, and Mr. Myers: <u>00:00:00</u> [Recording 4]
43 44 45	Agenda Packet [Page 326]
43 46 47 48 49 50	Link to presentation from Parks and Community Services Director Shane Moore, including discussion between the City Council, Budget and Financial Planning Director Robert Myers, City Attorney Shawn Guzman, and Mr. Moore: <u>00:06:10</u> [Recording 4]
50 51 52	Agenda Packet [Page 331]
53	

1 2 3 4	St. George City Council Minutes February 15, 2024 Page Four
5 6	Link to presentation from Airport Manager Rich Stehmeier, including discussion between the City Council and Mr. Stehmeier: <u>00:13:10</u> [Recording 4]
7 8 9	Agenda Packet [Page 337]
10 11 12 13 14	Link to presentation from Public Works Director Cameron Cutler, including discussion between the City Council, Mayor Randall, City Attorney Shawn Guzman, City Manager John Willis, Finance Manager Tiffany LaJoice, Facilities Manager Carlos Robles, Operations Director Marc Mortensen, and Mr. Cutler: 00:25:08 [Recording 4]
15 16	Agenda Packet [Page 361]
17 18 19 20 21 22	Link to presentation from Budget and Financial Planning Director Robert Myers, including discussion between the City Council, Mayor Randall, City Manager John Willis, Economic Development Director Chad Thomas, and Mr. Myers: <u>01:13:46</u> [Recording 4]
22 23 24	Agenda Packet [Page 391]
24 25 26 27	Link to City Manager John Willis introducing Human Resources Director Pennie Hancock: <u>01:23:17</u> [Recording 4]
28 29	REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
30 31	No reports were provided.
32 33	ADJOURN TO A CLOSED MEETING: Request a closed session to discuss litigation, security, property
34 35	acquisition or sale or the character and professional competence or physical or mental health of an individual.
36 37	A closed session was not held.
38 39 40	ADJOURN: Link to motion: 01:24:25 [Recording 4]
41 42	MOTION:
43 44	A motion was made by Councilmember Kemp to adjourn. SECOND:
45 46	The motion was seconded by Councilmember Tanner. VOTE:
47 48	Mayor Randall called for a vote, as follows:
49 50 51 52 53	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye

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Page Five
Councilmember Tanner – aye
Councilmember Kemp – aye
The vote was unanimous and the motion carried.
The vote was unanimous and the motion carried.
Christina Fernandez, City Recorder

ST. GEORGE CITY COUNCIL MINUTES REGULAR MEETING FEBRUARY 15, 2024, 8:00 A.M. DIXIE POWER ADMINISTRATION BUILDING

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis City Attorney Shawn Guzman City Recorder Christina Fernandez Budget and Financial Planning Director Robert Myers Assistant Budget Director Chad Moultrie Energy Services Director Bryan Dial Water Services Director Scott Taylor Human Resources Director Sharon Hokanson Human Resources Administrator Heather Dutton **Communication and Marketing Director David Cordero Community Development Director Carol Winner** Public Works Director Cameron Cutler **Police Chief Kyle Whitehead Fire Chief Robert Stoker Battalion Chief Coty Chadburn** Economic Development Director Chad Thomas Administrative Services Director Trevor Coombs Parks and Community Services Director Shane Moore **Airport Manager Rich Stehmeier Executive Assistant Emilie Pinkelman**

CALL TO ORDER, INVOCATION AND FLAG SALUTE:

Mayor Randall called the meeting to order and welcomed all in attendance. The invocation was offered by Tim Martin and The Pledge of Allegiance to the Flag was led by City Manager John Willis.

Link to call to order, invocation, and flag salute: 00:00:00

CONSENT CALENDAR:

a. Consider approval of an amendment to the Construction Management/General Contractor (CMGC) contract with Big-D Construction for City Hall construction materials package.

BACKGROUND and RECOMMENDATION: On December 14, 2023 the City Council approved all structural steel packages for City Hall and the Parking Garage. This final package with Big-D Construction includes all remaining construction materials required to complete City Hall per the CMGC contract. Staff recommends approval. St. George City Council Minutes February 15, 2024 Page Two

b. Consider approval of a Material Purchase Agreement with Galvanizers, Inc to provide steel structures for the Green Valley Substation Ring Bus.

BACKGROUND and RECOMMENDATION: The Green Valley ring bus represents a significant step forward in staff's ongoing efforts to enhance energy system reliability on the City's 138 KV system. Galvanizers provided the steel for phase I and prepared all the shop drawings for the entire project. Staff recommends approval.

c. Consider approval to award bid to Big D Construction, Inc. for the Renovation of the Airport Terminal project.

BACKGROUND and RECOMMENDATION: The project Public Notice was posted on the City Website. The pre-Bid Meeting was held on January 5, 2024 and there were eight (8) contractors present. Five (5) bids were received and opened on February 2, 2024. Big D Construction was the low bidder amongst the eligible parties. Big D construction's proposed schedule for the Terminal Renovation Project is acceptable and in line with the contract documents of 140 working days. Staff recommends approval.

Link to presentation from Mayor Randall: 00:03:31

Agenda Packet [Page 4]

Link to motion: <u>00:03:50</u>

MOTION:

A motion was made by Councilmember Hughes to approve the consent calendar.

SECOND:

The motion was seconded by Councilmember Laresn.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Link to discussion between the City Council regarding the consent calendar: $\underline{00:04:00}$

ADJOURN:

Adjourn and reconvene in a Work Meeting of the City Council.

Link to motion: <u>00:07:00</u>

St. George City Council Minutes February 15, 2024 Page Three

MOTION:

A motion was made by Councilmember Larkin to adjourn to a work meeting. **SECOND:**

The motion was seconded by Councilmember Kemp.

VOTE:

Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

1	JOINT ST. GEORGE CITY COUNCIL				
2	AND PLANNING COMMISSION MINUTES				
3	WORK MEETING				
4 5	FEBRUARY 29, 2024 5:00 P.M.				
5	ADMINISTRATIVE CONFERENCE ROOM				
6 7					
7	PRESENT:				
8	Mayor Michele Randall				
9	Councilmember Jimmie Hughes				
10	Councilmember Natalie Larsen				
11	Councilmember Michelle Tanner				
12	Councilmember Steve Kemp				
13	Planning Commission Member Nathan Fisher				
14	Planning Commission Member Teri Draper – left at 5:30 p.m.				
15					
16	EXCUSED:				
17	Councilmember Dannielle Larkin				
18 19	STAFF MEMBERS PRESENT:				
20	City Manager John Willis				
20	City Attorney Shawn Guzman – via Zoom				
22	Deputy City Attorney Jami Brackin				
23	City Recorder Christina Fernandez				
24	Public Works Director Cameron Cutler				
25	Assistant Public Works Director Wes Jenkins				
26	Community Development Director Carol Winner				
27	City Engineer Jay Sandberg				
28	Engineering Associate Karen Roundy				
29					
30	DISCUSSION REGARDING PROPOSED CHANGES TO CITY CODE 10-18A: ROCKERY				
31	WALLS:				
32	Link to introduction from City Manager John Willis and presentation from Assistant				
33	Public Works Director Wes Jenkins, including discussion between the City Council,				
34	City Manager John Willis, Public Works Director Cameron Cutler, Planning				
35	Commission Member Fisher, Community Development Director Carol Winner, and Mr.				
36 37	Jenkins: 00:00:00				
38	Agenda Packet [Page 40]				
39	Agenda Facket [Fage 40]				
40	DISCUSSION REGARDING PROPOSED CHANGES TO CITY CODE 10-13C:				
41	DEVELOPMENT IN FLOOD AND EROSION HAZARD OVERLAY ZONE:				
42	Link to introduction from City Manager John Willis and presentation from City				
43	Engineer Jay Sanberg, including discission between the City Council, Mayor Randall,				
44	City Manager John Willis, Public Works Director Cameron Cutler, Engineering				
45	Associate Karen Roundy, and Mr. Sandberg: 00:45:49				
46					
47	Agenda Packet [Page 53]				
48					
49	ADJOURN TO THE CITY COUNCIL WORK MEETING:				
50	Adjourn from the joint work meeting of the City Council and Planning				
51	Commission and reconvene in the work meeting of the City Council.				
52 53					
55					

1 2	City Council/Planning Commission Meeting Minutes February 29, 2024				
	Page Two				
3 4 5					
5	Link to motion: 00:58:32				
6 7 8 9	MOTION:				
8	A motion was made by Councilmember Kemp to adjourn from the joint work				
	meeting and move back into the City Council work meeting.				
10	SECOND:				
11	The motion was seconded by Councilmember Tanner.				
12	VOTE:				
13	Mayor Randall called for a vote, as follows:				
14					
15	Councilmember Hughes – aye				
16	Councilmember Larsen – aye				
17	Councilmember Tanner – aye				
18	Councilmember Kemp – aye				
19					
20	The vote was unanimous and the motion carried.				
21					
22					
23					
24					
25					
26	Christina Fernandez, City Recorder				

1 2	ST. GEORGE CITY COUNCIL MINUTES WORK MEETING				
$\frac{2}{3}$	FEBRUARY 29, 2024, 4:00 P.M.				
4 5	CITY COUNCIL CHAMBERS/ADMINISTRATIVE CONFERENCE ROOM				
6	PRESENT:				
7	Mayor Michele Randall				
8	Councilmember Jimmie Hughes				
9	Councilmember Dannielle Larkin – via Zoom, left at 5:00 p.m.				
10	Councilmember Natalie Larsen				
11	Councilmember Michelle Tanner				
12 13	Councilmember Steve Kemp				
14	STAFF MEMBERS PRESENT:				
15	City Manager John Willis				
16	City Attorney Shawn Guzman – via Zoom				
17	Deputy City Attorney Jami Brackin				
18	City Recorder Christina Fernandez				
19 20	Public Works Director Cameron Cutler				
20 21	Operations Director Marc Mortensen Community Development Director Carol Winner				
22	Budget and Financial Planning Director Robert Myers				
23	Communications and Marketing Director David Cordero				
24	Energy Services Director Bryan Dial				
25	Human Resources Administrator Jessica Price				
26 27	Police Chief Kyle Whitehead				
28 29	OTHERS PRESENT: Students from Utah Tech University				
30	Washington County Commissioner Adam Snow				
31	Washington County Attorney Eric Clarke				
32 33	Washington County Habitat Conservation Plan Administrator Cameron Rognan				
33 34	Kogilali				
35	CALL TO ORDER, INVOCATION AND FLAG SALUTE:				
36	Mayor Randall called the meeting to order and welcomed all in attendance. The				
37	invocation was offered by Father Dillon with the St. George Catholic Church and The				
38	Pledge of Allegiance to the Flag was led by Councilmember Tanner.				
39 40	Link to call to order, invocation, and flag salute: <u>00:00:00</u> [Recording 1]				
40 41	Link to call to order, invocation, and hag salute. 00.00.00 [Recording 1]				
42	READ A PROCLAMATION PROCLAIMING FEBRUARY, 2024 AS BLACK HISTORY				
43	MONTH:				
44	Link to Mayor Randall reading a proclamation proclaiming February 2024 as Black				
45	History Month; the proclamation was accepted by students from Utah Tech				
46	University: 00:01:50 [Recording 1]				
47					
48	<u>Agenda Packet [Page 3]</u>				
49 50	The Council moved into the Administrative Conference Room for the remainder of				
50 51	the meeting.				
52					
53					

1 2	St. George City Council Minutes February 29, 2024				
3	Page Two				
4 5 6 7 8 9 10 11 12	DISCUSSION REGARDING WASHINGTON COUNTY TRANSPORTATION: Link to introduction from Washington County Commissioner Adam Snow and presentation from Washington County Attorney Eric Clarke and Washington County Habitat Conservation Plan Administrator Cameron Rognan, including discussion between the City Council, Mr. Clark, Commissioner Snow, Mr. Rognan, City Attorney Shawn Guzman, City Manager John Willis, and Public Works Director Cameron Cutler: <u>00:00:00</u> [Recording 2]				
13 14	Link to video: https://www.youtube.com/watch?v=LETmEdpc6A4&authuser=0				
15	Agenda Packet [Page 4]				
16 17	ADJOURN TO A JOINT WORK MEETING:				
18	Move into a joint work meeting of the City Council and Planning				
19	Commission.				
20					
21 22	Link to motion: 00:50:16 [Recording 2]				
22	MOTION:				
24 25 26 27	A motion was made by Councilmember Larsen to adjourn from the work meeting and move into a joint work meeting of the City Council and Planning Commission. SECOND:				
28	The motion was seconded by Councilmember Hughes.				
29	VOTE:				
30 31	Mayor Randall called for a vote, as follows:				
32 33 34 35	Councilmember Hughes – aye Councilmember Larkin – aye Councilmember Larsen – aye				
36	Councilmember Tanner – aye Councilmember Kemp – aye				
37 38 39	The vote was unanimous and the motion carried.				
40 41	Councilmember Larkin left the meeting.				
42	DISCUSSION REGARDING THE CITY'S WELLNESS PROGRAM:				
43	Link to introduction from City Manager John Willis and presentation from Human				
44	Resources Administrator Jessica Price, including discussion between the City				
45	Council, Mayor Randall, Deputy City Attorney Jami Brackin, Police Chief Kyle				
46 47	Whitehead, Budget and Financial Planning Director Robert Myers, and Ms. Price:				
48	00:00:00 [Recording 3]				
49	Agenda Packet [Page 9]				
50					
51 52	UPDATE REGARDING MANAGED COMPETITION:				
52 53	Link to presentation from Budget and Financial Planning Director Robert Myers, including discussion between Mayor Randall, the City Council, Energy Services				

1 2 3	St. George City Council Minutes February 29, 2024 Page Three				
4 5 6	Director Bryan Dial, City Manager John Willis, and Mr. Myers: <u>00:31:55</u> [Recording 3]				
7 8 9	Agenda Packet [Page 29]				
9 10 11	REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, CITY MANAGER, AND CITY STAFF:				
12 13 14 15	Link to reports from City Attorney Shawn Guzman, including discussion between Mayor Randall, the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, and Mr. Guzman: <u>00:51:00</u> [Recording 3]				
15 16 17	Link to reports from Councilmember Larsen: <u>01:02:52</u> [Recording 3]				
17 18 19	Link to reports from Mayor Randall: <u>01:03:27</u> [Recording 3]				
20 21 22 23 24	ADJOURN TO A CLOSED SESSION: Request a closed meeting to discuss litigation, security, property acquisition or sale, or the character and professional competence or physical or mental health of an individual.				
24 25 26	A closed meeting was not held.				
20 27 28 29	ADJOURN: Link to motion: 01:03:56 [Recording 3]				
30	MOTION:				
31 32	A motion was made by Councilmember Tanner to adjourn. SECOND:				
33 34	The motion was seconded by Councilmember Kemp. VOTE:				
35 36	Mayor Randall called for a vote, as follows:				
37 38	Councilmember Hughes – aye Councilmember Larsen – aye				
39 40 41	Councilmember Tanner – aye Councilmember Kemp – aye				
41 42 43 44 45 46	The vote was unanimous and the motion carried.				
47 48	Christina Fernandez, City Recorder				



Agenda Date: 03/07/2024

Agenda Item Number: 05

Subject:

Public hearing and consideration of Ordinance No. 2024-010 vacating a portion of a roadway located between Lots 11 & 30 of Woodhaven Estates Subdivision and Crimson Cliffs Way.

Item at-a-glance:

Staff Contact: Todd Jacobsen Applicant Name: Bob Hermandsen, Bush and Gudgell Reference Number: PLANLRE24-016 Address/Location: 2450 South and Crimson Cliffs Way

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

This item is a clean up item from a road dedication in 2018. At the time, the City purchased property from private owners for a new roadway. With the dedication of the new roadway (Crimson Cliffs Way), a portion of the purchased property (approx. 22 feet wide) was inadvertently included in the road dedication. This portion of property needs to be vacated.

Staff Narrative (need/purpose):

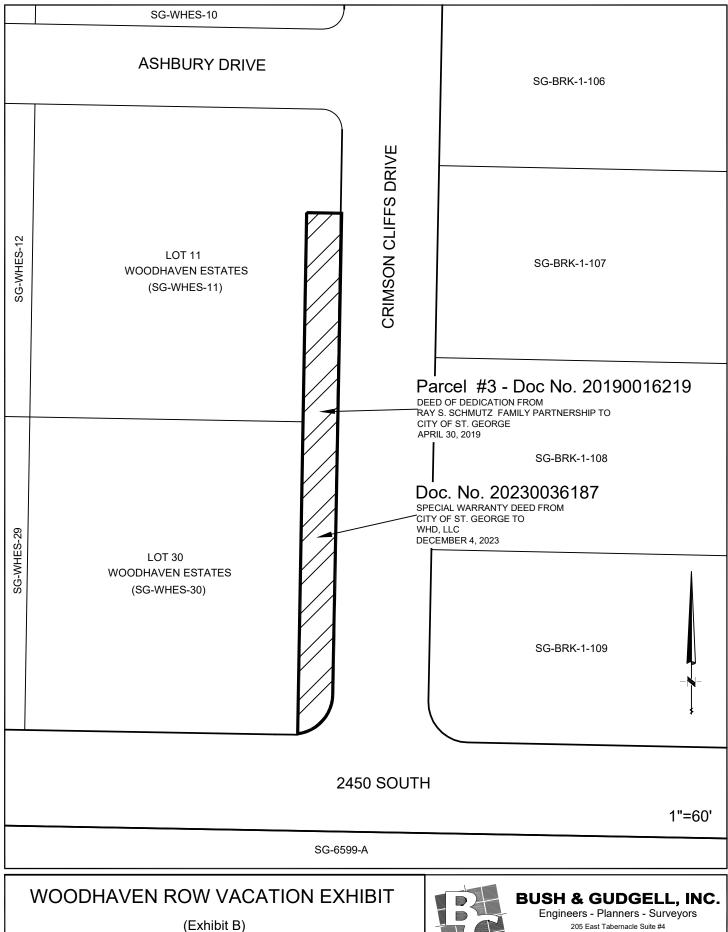
The City Council approved the sale of this property in Oct 2023; however, this property needs to be vacated as a roadway. This roadway vacation will clean up the remaining issue and allow the County to record the new deed to the private property owner.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

JUC recommends approval



B&G Job No. 201308

205 East Tabernacle Suite #4 St. George, Utah 84770 Phone (435) 673-2337 / Fax (435) 673-3161

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-5-3-2-322

AN ORDINANCE VACATING A PORTION OF A ROADWAY EVIDENCED BY ENTRY NO. 20190016219, DEED OF DEDICATION, ACCORDING TO THE OFFICIAL RECORD THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

(Located between Lots 11 & 30, Woodhaven Estates Subdivision and Crimson Cliffs Way)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing roadway, located between Lots 11 & 30, Woodhaven Estates Subdivision (20230008672) and Crimson Cliffs Way (20190016220) 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 roadway; and

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

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

That the roadway 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

APPROVED AS TO FORM: City Attorney's Office Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

- Councilmember Hughes
- Councilmember Larkin
- Councilmember Larsen
- Councilmember Tanner
- Councilmember Kemp

Jami Brackin, Deputy City Attorney



Exhibit A

Legal Description:

Commencing at the South Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian; Thence North 88°55'04" West, along the Section line, a distance of 633.15 feet and North 30.26 feet to the <u>Point of Beginning</u>, and running thence North 0°59'24" East 325.69 feet; thence South 89°06'03" East 21.86 feet; thence South 1°03'25" West 301.00 feet to a point of curvature; thence 35.74 feet along a 25.00 foot radius curve to the right with a central angle of 81°54'26" to the Point of Beginning.

Containing: 6,930 sq. ft. or 0.16 Acres more or less



Agenda Date: 03/07/2024

Agenda Item Number: 06

Subject:

Public hearing and consideration of Ordinance No. 2024-011 to vacate a portion of a public utility easement evidenced by Entry No. 855330, The Cliffs of Snow Canyon Plat D, and also by Entry No. 941253, The Cliffs of Snow Canyon Plat F, both according to the official plat(s) thereof on file in the Washington County Recorders Office, located in St. George, Washington County, Utah.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Scholes, Alpha Engineering

Reference Number: PLANLRE24-015

Address/Location:

3052 N Snow Canyon Parkway, UNITS 132, 133, 134, 146

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

The final subdivision plats were approved by City Council - 1) The Cliffs of Snow Canyon Plat 'D' on the 20th day of November, 2003 and recorded on the 9th day of December, 2003 - 2) The Cliffs of Snow Canyon Plat 'F' on the 3rd day of March, 2005 and recorded on the 27th day of April, 2005.

Staff Narrative (need/purpose):

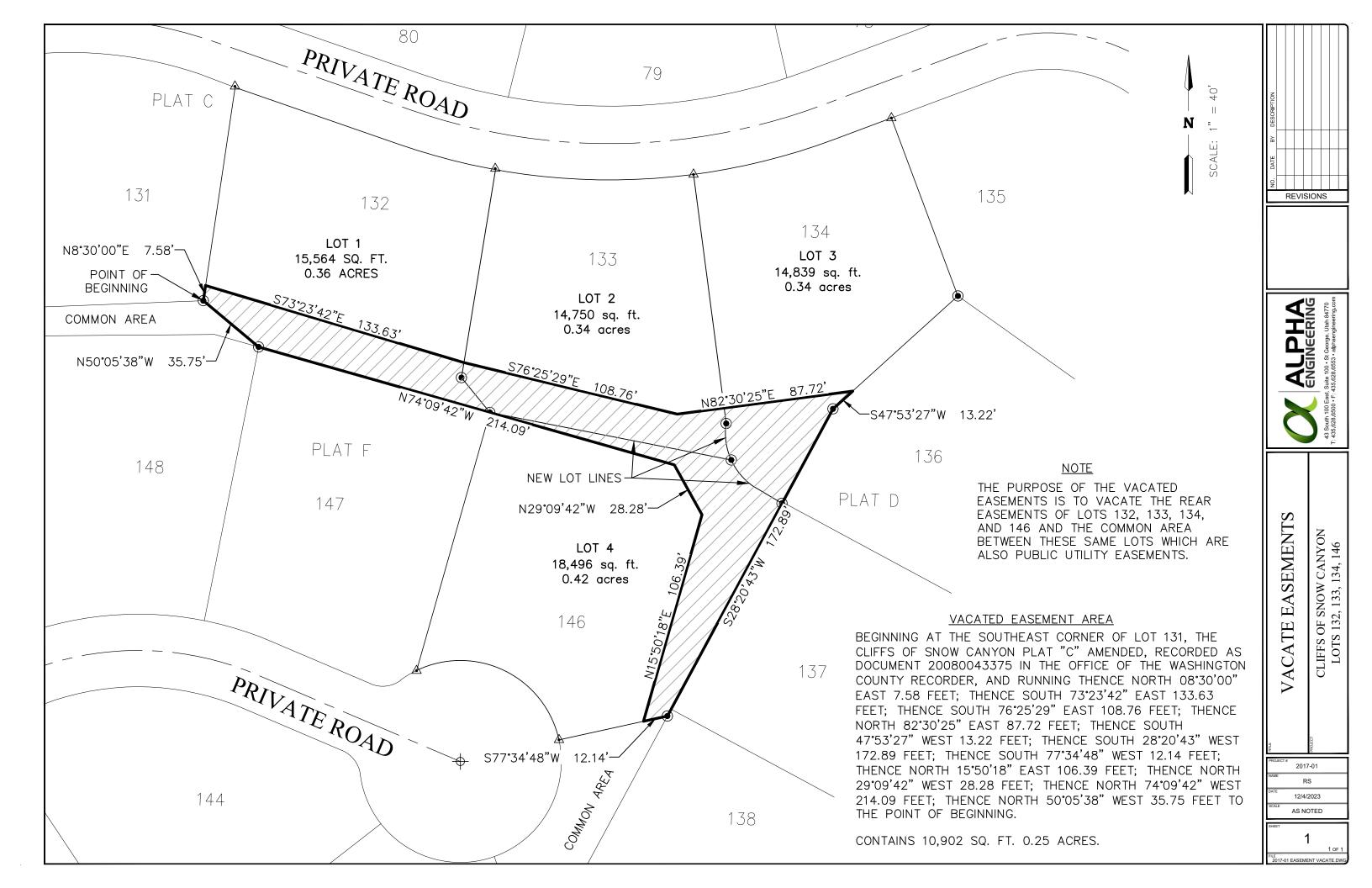
The neighboring lot owners have encroached into the Common Area of these subdivision plats and would like that area be part of their lot. The HOA has approved.

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-COSC-D-COM, SG-COSC-F-COM (SG-COSC-D-134, SG-COSC-F-146)

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT EVIDENCED BY ENTRY NO. 855330, THE CLIFFS OF SNOW CANYON PLAT 'D', AND ALSO BY ENTRY NO. 941253, THE CLIFFS OF SNOW CANYON PLAT 'F', BOTH ACCORDING TO THE OFFICIAL PLAT(S) THEREOF ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH

(The easement is part of the common area, which is requested to be added to surrounding lots by subdivision amendment)

WHEREAS, a petition was received by this Council requesting it to vacate a portion of an existing public utility easement, located in The Cliffs of Snow Canyon Plat 'D' and also The Cliffs of Snow Canyon Plat 'F' 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

APPROVED AS TO FORM: City Attorney's Office Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

Councilmember Hughes

- Councilmember Larkin
- Councilmember Larsen
- Councilmember Tanner

Councilmember Kemp

Jami Brackin, Deputy City Attorney



43 South 100 East, Suite 100T435.628.6500St George, Utah 84770F435.628.6553

alphaengineering.com

CLIFFS OF SNOW CANYON PARTIAL AMENDMENT A

VACATE EASEMENTS

BEGINNING AT THE SOUTHEAST CORNER OF LOT 131, THE CLIFFS OF SNOW CANYON PLAT "C" AMENDED, RECORDED AS DOCUMENT 20080043375 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, AND RUNNING THENCE NORTH 08°30'00" EAST 7.58 FEET; THENCE SOUTH 73°23'42" EAST 133.63 FEET; THENCE SOUTH 76°25'29" EAST 108.76 FEET; THENCE NORTH 82°30'25" EAST 87.72 FEET; THENCE SOUTH 47°53'27" WEST 13.22 FEET; THENCE SOUTH 28°20'43" WEST 172.89 FEET; THENCE SOUTH 77°34'50" WEST 20.65 FEET; THENCE NORTH 15°50'18" EAST 107.31 FEET; THENCE NORTH 29°09'42" WEST 22.07 FEET; THENCE NORTH 74°09'42" WEST 91.89 FEET; THENCE NORTH 15°50'18 EAST 7.50 FEET; NORTH 74°09'42" WEST 119.099 FEET; THENCE NORTH 50°05'38" WEST 35.75 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,590 SQ. FT. 0.29 ACRES.



Agenda Date: 03/07/2024

Agenda Item Number: 07

Subject:

Consider adoption of Resolution No. 2023-007R of the City Council of the City of St. George, Utah authorizing the issuance and sale of not more than \$29,000,000 aggregate principal amount of General Obligation Bonds; and related matters.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

175 East 200 North

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

On November 21, 2023 voters approved the City of St. George Special Bond election authorizing the issuance of \$29 million in General Obligation bond issuance to finance all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (the Series 2024 Project) and to pay expenses reasonably incurred in connection with the authorization and issuance of the Series 2024 Bonds. The bonds are to be due and payable in not to exceed 25 years from the date of the issuance of the bonds. Staff proposes to issue this debt in two separate tranches. The first tranche is proposed to be issued this year with the goal of securing \$15,250,000 in proceeds to move forward with the first set of projects. The second tranche for the remaining authorized balance is planned to be issued in 2027. Tonight's item is to consider adoption of a resolution authorizing the issuance and sale of not more than \$29,000,000 aggregate principal amount of General Obligation Bonds and related matters. Staff recommends approval.

Staff Narrative (need/purpose):

In order to allow flexibility in setting the pricing date of the Series 2024 Bonds, tonight's resolution grants to any one of the Designated Officers which includes the Mayor (including a designee or any Mayor Pro Tem), the City Manager, the Administrative Services Director, or the Budget and Financial Planning Director the authority to solicit and receive competitive bids from, or to negotiate the purchase with, potential purchasers/underwriters of the Series 2024 Bonds and based on the aforementioned bids, to select the purchaser/underwriter of the Series 2024 Bonds; approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, and execute a Terms Certificate setting forth the final terms of the Series 2024 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution. Parameters proposed include: aggregate principal amount of not to exceed Twenty-Nine Million Dollars (\$29,000,000), to mature in not more than twenty-five (25) years, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five and one half percent (5.50%) per annum.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: \$15,000,000

Amount approved in current FY budget for item: \$0

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

Staff will bring a budget opening forward in April to request to amend the budget to add the anticipated project funding needed during FY 2024.

Description of funding source:

2024 series General Obligation Bonds

Recommendation (Include any conditions):

Staff recommends approval.





CITY OF ST. GEORGE

PARKS, TRAILS, RECREATION AND OPEN SPACE PROJECTS

CITY COUNCIL AGENDA ITEM #7:

\$29,000,000 GENERAL OBLIGATION BONDS SERIES 2024

CITY COUNCIL AGENDA ITEM #7

RESOLUTION NO. 2024-007R AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2024

 7. Consider adoption of Resolution No. 2024-04C of the City Council of the City of St. George, Utah authorizing the issuance and sale of not more than \$29,000,000 aggregate principal amount of General Obligation Bonds; and related matters.



BACKGROUND INFORMATION:

CITY OF ST. GEORGE SPECIAL BOND ELECTION APPROVED BOND ISSUANCE

November 21, 2023 – Voters Approve \$29M General Obligation Bonds (Voter Approval – 63%)

 Improve trails, parks and recreation facilities and amenities throughout the City

Maximum Parameters Established for Bond Referendum

- Not-to-exceed \$29M
- Not-to-exceed a final maturity of 25 years

Other Provisions and Considerations

- Annual Debt Payment -- \$1,840,000
- Result of issuance will not increase City's current property tax rate to generate the \$1.840M

St.George

BOND AUTHORIZING RESOLUTION (PARAMETERS): CITY OF ST. GEORGE GENERAL OBLIGATION BONDS, SERIES 2024

- Maximum Parameters Set By Resolution of City Council
 - PRINCIPAL AMOUNT OF BONDS: not-to-exceed \$29M
 - MATURITY: not-to-exceed 25 years from the date of issuance of bonds
 - ✓ INTEREST RATE: not-to-exceed 5.50% per annum
 - DISCOUNT FROM PAR: not-to-exceed 3% discount from par amount of bonds



PROPOSED STRUCTURING OF: \$29 MILLION GENERAL OBLIGATION BONDS

• 2 Series (Tranches) of Debt Issuance:

- Tax-exempt regulations restrict an issuer from issuing taxexempt bonds if they can't spend all bond proceeds within a maximum of three (3) years from date of issuance.
- Based on designing, planning, engineering, procurement and construction, the City has determined to issue two (2) Series (Tranches) of Bonds – SERIES 2024 and SERIES 2027



PROPOSED STRUCTURING OF:

\$29 MILLION GENERAL OBLIGATION BONDS

Series 2024 and Series 2027 Bonds

✓ SERIES 2024 BONDS:

- \$13.885M Par Amount of Bonds (deliver proceeds of \$15.250M)
- TIC% of 3.86%
- 22-year maturity
- Maximum annual DS payment of \$1.840M (combined with Series 2027 Bonds)

✓ SERIES 2027 BONDS:

- \$13.00M Par Amount of Bonds (deliver proceeds of \$14.330M)
- TIC% of 4.06%
- 22-year maturity
- Maximum annual DS payment of \$1.840M (combined with Series 2024 Bonds)



Sources & Uses for Series 2024 General Obligation Bonds

\$13,885,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2024 (\$15M Const., 22 Yrs. Amort.)

Sources & Uses

Dated 04/25/2024 | Delivered 04/25/2024

Sources Of Funds	
Par Amount of Bonds	\$13,885,000.00
Reoffering Premium	1,359,434.80
Total Sources	\$15,244,434.80
Uses Of Funds	
Total Underwriter's Discount (0.325%)	45,126.25
Costs of Issuance	197,015.83
Deposit to Project Construction Fund	15,000,000.00
Rounding Amount	2,292.72
Total Uses	\$15,244,434.80



St.George

DEBT SERVICE SCHEDULE FOR SERIES 2024 GENERAL OBLIGATION BONDS

\$13,885,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2024 (\$15M Const., 22 Yrs. Amort.)



Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
	•	•		
04/01/2025	1,190,000.00	5.000%	647,966.67	1,837,966.67
04/01/2026	1,205,000.00	5.000%	634,750.00	1,839,750.00
04/01/2027	1,265,000.00	5.000%	574,500.00	1,839,500.00
04/01/2028	335,000.00	5.000%	511,250.00	846,250.00
04/01/2029	350,000.00	5.000%	494,500.00	844,500.00
04/01/2030	370,000.00	5.000%	477,000.00	847,000.00
04/01/2031	390,000.00	5.000%	458,500.00	848,500.00
04/01/2032	405,000.00	5.000%	439,000.00	844,000.00
04/01/2033	425,000.00	5.000%	418,750.00	843,750.00
04/01/2034	450,000.00	5.000%	397,500.00	847,500.00
04/01/2035	470,000.00	5.000%	375,000.00	845,000.00
04/01/2036	495,000.00	5.000%	351,500.00	846,500.00
04/01/2037	520,000.00	5.000%	326,750.00	846,750.00
04/01/2038	545,000.00	5.000%	300,750.00	845,750.00
04/01/2039	575,000.00	5.000%	273,500.00	848,500.00
04/01/2040	600,000.00	5.000%	244,750.00	844,750.00
04/01/2041	630,000.00	5.000%	214,750.00	844,750.00
04/01/2042	665,000.00	5.000%	183,250.00	848,250.00
04/01/2043	695,000.00	5.000%	150,000.00	845,000.00
04/01/2044	730,000.00	5.000%	115,250.00	845,250.00
04/01/2045	770,000.00	5.000%	78,750.00	848,750.00
04/01/2046	805,000.00	5.000%	40,250.00	845,250.00
Total	\$13,885,000.00	•	\$7,708,216.67	\$21,593,216.67

Yield Statistics

Bond Year Dollars Av erage Life Av erage Coupon	\$154,164.33 11.103 Years 5.0000000%	
Net Interest Cost (NIC)	4.1474626%	
True Interest Cost (TIC)	3.8621745%	
Bond Yield for Arbitrage Purposes	3.5261992%	
All Inclusive Cost (AIC)	4.0221259%	
100 5		

IRS Form 8038

Net Interest Cost	3.7251411%
Weighted Av erage Maturity	11.180 Years



Sources & Uses for Series 2027 General Obligation Bonds

\$13,000,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2027 (22 Yrs. Amort.)

Sources & Uses

Dated 04/27/2027 | Delivered 04/27/2027

Sources Of Funds	
Par Amount of Bonds	\$13,000,000.00
Reoffering Premium	1,326,410.00
Total Sources	\$14,326,410.00
Uses Of Funds	
Total Underwriter's Discount (0.325%)	42,250.00
Costs of Issuance	186,163.29
Deposit to Project Construction Fund	14,093,365.30
Rounding Amount	4,631.41
Total Uses	\$14,326,410.00

DEBT SERVICE SCHEDULE FOR SERIES 2027 GENERAL OBLIGATION BONDS

\$13,000,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2027 (22 Yrs. Amort.)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
04/01/2028	310,000.00	5.000%	603,055.56	913,055.56
04/01/2029	280,000.00	5.000%	634,500.00	914,500.00
04/01/2030	295,000.00	5.000%	620,500.00	915,500.00
04/01/2031	310,000.00	5.000%	605,750.00	915,750.00
04/01/2032	325,000.00	5.000%	590,250.00	915,250.00
04/01/2033	340,000.00	5.000%	574,000.00	914,000.00
04/01/2034	360,000.00	5.000%	557,000.00	917,000.00
04/01/2035	375,000.00	5.000%	539,000.00	914,000.00
04/01/2036	395,000.00	5.000%	520,250.00	915,250.00
04/01/2037	415,000.00	5.000%	500,500.00	915,500.00
04/01/2038	435,000.00	5.000%	479,750.00	914,750.00
04/01/2039	455,000.00	5.000%	458,000.00	913,000.00
04/01/2040	480,000.00	5.000%	435,250.00	915,250.00
04/01/2041	505,000.00	5.000%	411,250.00	916,250.00
04/01/2042	530,000.00	5.000%	386,000.00	916,000.00
04/01/2043	555,000.00	5.000%	359,500.00	914,500.00
04/01/2044	580,000.00	5.000%	331,750.00	911,750.00
04/01/2045	610,000.00	5.000%	302,750.00	912,750.00
04/01/2046	640,000.00	5.000%	272,250.00	912,250.00
04/01/2047	1,525,000.00	5.000%	240,250.00	1,765,250.00
04/01/2048	1,600,000.00	5.000%	164,000.00	1,764,000.00
04/01/2049	1,680,000.00	5.000%	84,000.00	1,764,000.00
Total	\$13,000,000.00	-	\$9,669,555.56	\$22,669,555.56

Yield Statistics

Bond Year Dollars	\$193,391.11
Av erage Life	14.876 Years
Av erage Coupon	5.0000000%
Net Interest Cost (NIC)	4.3359778%
True Interest Cost (TIC)	4.0689225%
Bond Yield for Arbitrage Purposes	3.5279340%
All Inclusive Cost (AIC)	4.1962102%

IRS Form 8038

Net Interest Cost	3.9387213%
Weighted Average Maturity	14.786 Years

Sources & Uses for Series 2024 and 2027 General Obligation Bonds

\$26,885,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2024 (\$15M Const., 22 Yrs. Amort.)

Total Issue Sources And Uses

Dated 04/25/2024 | Delivered 04/25/2024

			Issue
	Ser. 2024	Ser. 2027	Summary
Sources Of Funds			
Par Amount of Bonds	\$13,885,000.00	\$13,000,000.00	\$26,885,000.00
Reoffering Premium	1,359,434.80	1,326,410.00	2,685,844.80
Total Sources	\$15,244,434.80	\$14,326,410.00	\$29,570,844.80
Uses Of Funds			
Total Underwriter's Discount (0.325%)	45,126.25	42,250.00	87,376.25
Costs of Issuance	203,939.96	186,163.29	390,103.25
Deposit to Project Construction Fund	15,000,000.00	14,093,365.30	29,093,365.30
Rounding Amount	(4,631.41)	4,631.41	-
Total Uses	\$15,244,434.80	\$14,326,410.00	\$29,570,844.80

COMBINERD DEBT SERVICE SCHEDULE FOR SERIES 2024 AND 20277 GENERAL OBLIGATION BONDS

\$26,885,000

CITY OF ST. GEORGE, UTAH General Obligation Bonds, Series 2024 (\$15M Const., 22 Yrs. Amort.)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
04/01/2025	1,190,000.00	5.000%	647,966.67	1,837,966.67
04/01/2026	1,205,000.00	5.000%	634,750.00	1,839,750.00
04/01/2027	1,265,000.00	5.000%	574,500.00	1,839,500.00
04/01/2028	645,000.00	5.000%	1,114,305.56	1,759,305.56
04/01/2029	630,000.00	5.000%	1,129,000.00	1,759,000.00
04/01/2030	665,000.00	5.000%	1,097,500.00	1,762,500.00
04/01/2031	700,000.00	5.000%	1,064,250.00	1,764,250.00
04/01/2032	730,000.00	5.000%	1,029,250.00	1,759,250.00
04/01/2033	765,000.00	5.000%	992,750.00	1,757,750.00
04/01/2034	810,000.00	5.000%	954,500.00	1,764,500.00
04/01/2035	845,000.00	5.000%	914,000.00	1,759,000.00
04/01/2036	890,000.00	5.000%	871,750.00	1,761,750.00
04/01/2037	935,000.00	5.000%	827,250.00	1,762,250.00
04/01/2038	980,000.00	5.000%	780,500.00	1,760,500.00
04/01/2039	1,030,000.00	5.000%	731,500.00	1,761,500.00
04/01/2040	1,080,000.00	5.000%	680,000.00	1,760,000.00
04/01/2041	1,135,000.00	5.000%	626,000.00	1,761,000.00
04/01/2042	1,195,000.00	5.000%	569,250.00	1,764,250.00
04/01/2043	1,250,000.00	5.000%	509,500.00	1,759,500.00
04/01/2044	1,310,000.00	5.000%	447,000.00	1,757,000.00
04/01/2045	1,380,000.00	5.000%	381,500.00	1,761,500.00
04/01/2046	1,445,000.00	5.000%	312,500.00	1,757,500.00
04/01/2047	1,525,000.00	5.000%	240,250.00	1,765,250.00
04/01/2048	1,600,000.00	5.000%	164,000.00	1,764,000.00
04/01/2049	1,680,000.00	5.000%	84,000.00	1,764,000.00
Total	\$26,885,000.00	-	\$17,377,772.23	\$44,262,772.23

Yield Statistics

Bond Year Dollars	\$347,555.44
Av erage Life	12.927 Years
Av erage Coupon	5.0000000%
Net Interest Cost (NIC)	4.2523586%
True Interest Cost (TIC)	3.9690157%
Bond Yield for Arbitrage Purposes	3.5279340%
All Inclusive Cost (AIC)	4.1146777%

IRS Form 8038

Net Interest Cost	3.8434952%
Weighted Average Maturity	12.927 Years

CALENDAR OF <u>Key</u> Events for: Issuance of the Series 2024 General Obligation Bonds

DATE	Event
	City Council meeting to consider adoption of a Super Parameters
Mar. 7 (Thu.)	Resolution and consideration of reimbursement concept as part
	of Resolution
Man 9 (Eni)	Publication of NOTICE OF INTENT TO ISSUE BONDS. (Begin 30-day
Mar. 8 (Fri.)	Public Contestability Period)
Mar. 11 (Mon.)	LRB to distribute initial draft of OFFICIAL NOTICE OF BOND SALE to City
	and finance team for review and consideration (Note: The Official
	Notice of Bond Sale denotes a Competitive Sale method of marketing
	the Bonds)
Mar. 13 (Wed.)	LRB to distribute draft Ratings Presentation to City for review
Mar. 18 (Mon.)	Preliminary run-through of Ratings Presentation between City
	and LRB [Time TBD]
Mar. 21 (Thu.)	Meeting with S&P (Rating Agency) via video-conference call (Time
	11:00 a.m.).
Apr. 4 (Thu.)	Receive rating. Send Rating to Bond Counsel for inclusion in
	documents
Apr. 6 (Sat.)	Completion of 30-day Contest Period on the Bonds
Apr. 8 (Mon.)	Distribute Official Notice of Bond Sale and POS electronically
Apr. 15 (Mon.)	Pre-pricing conference call 2:00 p.m.
Apr. 16 (Tue.)	Pricing of Series 2024 Bonds. Post-sale wrap-up conference call
	at [11:00] a.m. Provide final debt service numbers to Bond
	Counsel.
Apr. 18 (Thu.)	Distribute Draft Closing Memorandum
Apr. 19 (Fri.)	Distribute Final Closing Documents
Apr. 22 (Mon.)	Distribute Final Closing Memorandum
Apr. 24 (Wed.)	Pre-Closing & Signing of Documents (Specific date and time to be
	confirmed by the City)
Apr. 25 (Thu.)	Closing at office of Bond Counsel [9:00 a.m.]



St. George, Utah

March 7, 2024

The City Council (the "Council") of the City of St. George, Utah (the "City"), met in regular public session at the regular meeting place of the Council, on March 7, 2024, at the hour of 5:00 p.m., with the following members of the Council being present:

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

Also present:

Christina Fernandez John Willis City Recorder City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 7, 2024, meeting, a copy of which is attached hereto as <u>Exhibit A</u>.

The following resolution was then considered, fully discussed, and pursuant to motion duly made by ______ and seconded by ______, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council. The resolution is as follows:

THE CITY OF ST. GEORGE, UTAH

Resolution Authorizing the Issuance and Sale of

Not to Exceed \$29,000,000 General Obligation Bonds Series 2024

Adopted March 7, 2024

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RESOLUTION NO. 24-04C

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF ST. GEORGE, UTAH ("CITY") AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF NOT MORE THAN \$29,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS GENERAL OBLIGATION BONDS; AND RELATED MATTERS.

WHEREAS, at a special bond election duly and lawfully called and held in the City of St. George, Utah (the "City") on November 21, 2023 (the "Election"), the following proposition was submitted to a vote of the qualified registered electors of the City:

SHALL THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), BE AUTHORIZED TO ISSUE GENERAL OBLIGATION BONDS (THE "BONDS") IN A PRINCIPAL AMOUNT NOT TO EXCEED TWENTY-NINE MILLION DOLLARS (\$29,000,000) TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING, AND IMPROVING TRAILS, PARKS AND RECREATION FACILITIES AND AMENITIES THROUGHOUT THE CITY, FOR THE PURPOSE OF CONNECTING COMMUNITIES AND REVITALIZING EXISTING FACILITIES; SAID BONDS TO BE DUE AND PAYABLE IN NOT TO EXCEED TWENTY-FIVE (25) YEARS FROM THE DATE OF ISSUANCE OF THE BONDS?

WHEREAS, the results of the Election were declared to have passed by the City Council, sitting as a Board of Canvassers, by proceedings duly passed on December 6, 2023; and

WHEREAS, the City has not issued any of its general obligation bonds pursuant to the authorization of the Election; and

WHEREAS, pursuant to the Election and the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the City desires to issue its General Obligation Bonds, Series 2024, in the aggregate principal amount of not to exceed \$29,000,000 (the "Series 2024 Bonds") (1) to finance all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (the "Series 2024 Project") and (2) to pay expenses reasonably incurred in connection with the authorization and issuance of the Series 2024 Bonds; and

WHEREAS, the Act provides for the posting of a Notice of Bonds to be Issued, and the City desires to post such a notice at this time in compliance with the Act with respect to the Series 2024 Bonds; and

WHEREAS, a public hearing with respect to the Series 2024 Bonds was held on October 19, 2023; and

WHEREAS, there has been presented to the Council at this meeting a form of an official notice of bond sale (the "Official Notice of Bond Sale") providing for the sale of the Series 2024

Bonds pursuant to competitive, public bids and, in the event that the Series 2024 Bonds are not sold pursuant to a public bid, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the City and the underwriter or the purchaser selected by the Designated Officers (defined herein) for the Series 2024 Bonds; and

WHEREAS, in the event that the Designated Officers (defined herein) determine that it is in the best interests of the Council to publicly offer all or a portion of the Series 2024 Bonds, the Council desires to authorize the use and distribution of a Preliminary Official Statements (the "Preliminary Official Statement"), and to approve a final Official Statements (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, as permitted by Section 11-14-302 of the Act and in order to allow flexibility in setting the pricing date of the Series 2024 Bonds, the Council desires to grant to any one of the Designated Officers (defined herein) the authority to: (a) solicit and receive competitive bids from, or to negotiate the purchase with, potential purchasers/underwriters of the Series 2024 Bonds and based on the aforementioned bids, to select the purchaser/underwriter of the Series 2024 Bonds; (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2024 Bonds shall be sold, and (c) execute a Terms Certificate setting forth the final terms of the Series 2024 Bonds, provided that such final terms do not exceed the parameters set forth in Article II of this Resolution; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of St. George, Utah, as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

1.1 <u>Definitions</u>. As used in this Resolution, the following terms shall have the following meanings:

"Act" means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

"Administrative Services Director" means the Administrative Services Director of the City.

"Bond Fund" means the fund established under Section 4.2 hereof.

"Bondowner," "Bondholder," "Owner" or "Registered Owner" means the registered owner of any Bond as shown on the registration books of the City kept by the Bond Registrar.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement in substantially the form of <u>Exhibit H</u> hereto which may be entered into between the City and an Underwriter/Purchaser, pursuant to which the Series 2024 Bonds will be sold to the Underwriter/Purchaser.

"Bond Registrar" means each Person appointed by the City as registrar and agent for the transfer, exchange and authentication of the Series 2024 Bonds pursuant to Section 2.5 hereof. The initial Bond Registrar shall be U.S. Bank Trust Company, National Association, unless otherwise specified in the Terms Certificate.

"Budget and Financial Planning Director" means the Budget and Financial Planning Director of the City.

"Business Day" means a legal business day on which banking business is transacted in the city in which the Paying Agent has its principal corporate trust office.

"City" means the City of St. George, Utah.

"City Manager" means the City Manager of the City.

"City Recorder" means the City Recorder of the City or any designated Deputy City Recorder.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate to be executed by the City and dated the date of issuance and delivery of the Series 2024 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, in substantially the form attached as <u>Exhibit C</u> hereto.

"Council" means the City Council of the City of St. George, Utah.

"Designated Officers" means any two of the following: (i) the Mayor (including a designee or any Mayor pro tem), (ii) the City Manager, and (iii) the Administrative Services Director or Budget and Financial Planning Director of the City.

"DTC" means The Depository Trust Company as securities depository for the Series 2024 Bonds, or its successors.

"Election" means the special bond election held within the boundaries of the City on November 21, 2023.

"Government Obligations" means direct obligations of the United States of America, or other securities, the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Interest Payment Date" means the dates provided in the Terms Certificate.

"Mayor" means the Mayor of the City.

"Official Notice of Bond Sale" means the Official Notice of Bond Sale of the City with respect to the Series 2024 Bonds, in substantially the form of <u>Exhibit D</u> hereto.

"Official Statement" means the Official Statement with respect to the Series 2024 Bonds, in substantially the form attached hereto as <u>Exhibit E.</u>

"Original Issue Date" means the date of delivery of the Series 2024 Bonds.

"Paying Agent" means each Person appointed by the City as paying agent with respect to the Series 2024 Bonds pursuant to Section 2.5 hereof. The initial Paying Agent shall be U.S. Bank Trust Company, National Association, unless otherwise specified in the Terms Certificate.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

"Public Offering" means the sale of the Series 2024 Bonds to an Underwriter/Purchaser in a negotiated underwriting or a competitive sale that requires the use of an Official Statement.

"Record Date" means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such Interest Payment Date, or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

"Resolution" means this Resolution authorizing the issuance and sale of the Series 2024 Bonds.

"Series 2024 Bonds" means the General Obligation Bonds, Series 2024, of the City authorized hereby.

"Series 2024 Project" means the acquisition, construction, and improvement to trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities.

"State" means the State of Utah.

"Terms Certificate" shall mean the certificate of the City setting forth the final terms for the Series 2024 Bonds (within the parameters set forth herein), to be executed by the Designated Officer, in substantially the form attached hereto as $\underline{\text{Exhibit } F}$.

"Underwriter/Purchaser" means, the underwriter or purchaser for the Series 2024 Bonds as specified in the related Terms Certificate.

Unless the context clearly indicates to the contrary, the terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms as used in this Resolution, refer to this Resolution in its entirety.

1.2 <u>Authority for Resolution</u>. This Resolution is adopted pursuant to the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

2.1 <u>Authorization of Bonds, Principal Amount, Designation and Series</u>. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Resolution, a series of General Obligation Bonds of the City is hereby authorized to be issued in the aggregate principal amount of not to exceed \$29,000,000. Such series of bonds shall be designated "City of St. George, Utah General Obligation Bonds, Series 2024." The name of the Series 2024 Bonds may be revised in the Terms Certificate. The Series 2024 Bonds may be issued in one or more series and at any time and from time to time, all within the parameters established hereby.

The name of the Series 2024 Bonds shall be finalized and may be revised in the Terms Certificate. The Series 2024 Bonds may be issued in one or more series and at any time within 18 months of the date of adoption of this Resolution, all within the parameters established hereby.

The Series 2024 Bonds shall be issued as fully registered Bonds, initially in book-entry form.

The Series 2024 Bonds shall be general obligations of the City for the payment of which the full faith, credit and taxing power of the City are hereby pledged, and the City hereby agrees and covenants that it will annually cause to be levied a tax sufficient to pay the principal of, premium, if any, and interest on the Series 2024 Bonds as they fall due and payable, and also to constitute a sinking fund to pay the principal, premium, if any, and interest when due.

2.2 <u>Purpose</u>. The Series 2024 Bonds are hereby authorized to be issued for the purpose of (a) financing the Series 2024 Project, and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2024 Bonds.

2.3 <u>Bond Details; Delegation of Authority</u>. (a) The Series 2024 Bonds shall mature on the dates and in the principal amounts and shall bear interest (calculated on the basis of a year of 360 days comprised of twelve 30-day months) from the Original Issue Date payable on each Interest Payment Date at the per annum rates, all as provided in the Terms Certificate.

(b) There is hereby delegated to any one of the Designated Officers, subject to the parameters set forth in this Resolution, the power to determine the following with respect to the Series 2024 Bonds, and the Designated Officers are hereby authorized to make such determinations:

(i) the principal amount of the bonds necessary to accomplish the purpose of the Series 2024 Bonds set forth in Section 2.2 herein; provided, however, that the aggregate principal amount of the Series 2024 Bonds shall not exceed \$29,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2024 Bonds to be issued; provided, however, that the final maturity of all Series 2024 Bonds shall not be later than twenty-five (25) years;

(iii) the Interest Payment Date and the interest rate or rates of the Series 2024 Bonds; provided, however, that the interest rate or rates to be borne by any Series 2024 Bond shall not exceed five and one half percent (5.50%) per annum;

(iv) the method of sale of the Series 2024 Bonds (as more fully described in Section 2.9 hereof) to the Underwriter/Purchaser and the purchase price to be paid by the Underwriter/Purchaser for the Series 2024 Bonds; provided, however, that the discount from par of the Series 2024 Bonds shall not exceed three percent (3.00%);

(v) whether the Series 2024 Bonds shall be subject to redemption prior to maturity;

(vi) the Paying Agent and Bond Registrar; and

(vii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Upon pricing of the Series 2024 Bonds, the Designated Officer shall make the determinations provided above, and shall execute the Terms Certificate containing such terms and provisions on behalf of the City, which execution shall be conclusive evidence as to the matters stated therein.

(c) Each Bond shall accrue interest from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated upon an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if at the time of authentication of any Bond interest is in default, interest shall accrue from the date to which interest has been paid. The Series 2024 Bonds shall bear interest on overdue principal at the aforesaid respective rates.

2.4 <u>Denominations and Numbers</u>. The Series 2024 Bonds shall be issued as fully registered bonds, without coupons, in the denomination of \$5,000, or any integral multiple of \$5,000 in excess thereof unless otherwise specified in the Terms Certificate. The Series 2024 Bonds shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance.

2.5 Paying Agent and Bond Registrar. The City hereby appoints U.S. Bank Trust Company, National Association, as Paying Agent and Bond Registrar under the terms and conditions of this Resolution unless otherwise provided in the Terms Certificate. The City may remove any Paying Agent and any Bond Registrar and appoint a successor or successors thereto. The City shall submit to the Paying Agent or Bond Registrar, as the case may be, a notice of such removal at least 30 days prior to the effective date of such removal and shall specify the date on which such removal shall take effect. Such removal shall take effect on the date that each successor Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a written acceptance thereof. The principal of, premium, if any, and interest on the Series 2024 Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, on the Series 2024 Bonds shall be payable when due to the Registered Owner of each Bond at the principal office of the Paying Agent. Payment of interest on each Bond shall be made by check or draft mailed to the Person which, as of the Record Date, is the Registered Owner of the Bond, at the address of such Registered Owner as it appears on the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Owner on or prior to the Record Date.

2.6 <u>Redemption of Series 2024 Bonds</u>.

(a) The Series 2024 Bonds may be non-callable at the option of the City or subject to redemption prior to maturity, at the option of the City, all as specified in the Terms Certificate. If the Terms Certificate specifies that the Series 2024 Bonds are subject to optional redemption, the Series 2024 Bonds shall be callable on the date specified therein (the "First Redemption Date"), and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the City, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2024 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

(b) The Series 2024 Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Terms Certificate. If the Series 2024 Bonds are subject to mandatory sinking fund redemption and less than all of the Series 2024 Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the City on such mandatory sinking fund redemption dates for the Series 2024 Bonds in such order as directed by the City.

If fewer than all of the Series 2024 Bonds of any maturity are called for redemption, the Series 2024 Bonds to be redeemed shall be selected by lot by the Bond Registrar, in such manner as the Bond Registrar may deem fair and appropriate, each \$5,000 or principal amount of the Series 2024 Bonds being counted as one Series 2024 Bond for this purpose. If a portion of a Series 2024 Bond shall be called for redemption, a new Series 2024 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon presentation and surrender thereof.

2.7 <u>Notice of Redemption</u>.

(a) In the event any Series 2024 Bonds are to be redeemed, the City shall cause notice of such redemption to be given as provided in this Section 2.7. Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner

of the Series 2024 Bonds to be redeemed, at the address shown on the registration books of the City maintained by the Bond Registrar on the Record Date specified in the notice of redemption, which Record Date shall be not less than fifteen (15) calendar days before the mailing of such notice, or at such other address as is furnished to the Bond Registrar in writing by such Registered Owner on or prior to such Record Date. Each notice of redemption shall state (i) the identification numbers, as established hereunder and the CUSIP numbers, if any, of the Series 2024 Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Series 2024 Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Series 2024 Bonds; (ii) any other descriptive information needed to identify accurately the Series 2024 Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Series 2024 Bonds; (iii) the Record Date; (iv) the redemption date; (v) the redemption price; (vi) the place of redemption; (vii) the total principal amount of Series 2024 Bonds to be redeemed; (viii) if less than all, the distinctive numbers of the Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed and, if less than all of any Series 2024 Bond, the principal amount of each Series 2024 Bond that is to be redeemed; and (ix) that the interest on the Series 2024 Bonds or portion of Series 2024 Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2024 Bonds or portions of Series 2024 Bonds the redemption price thereof and interest accrued thereon to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. Failure to give such notice or any defect therein with respect to any Series 2024 Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(b) In addition to the foregoing notice, further notice of redemption shall be given by the Bond Registrar by posting such notice electronically to the MSRB's EMMA website. Such further notice shall contain the information required in the immediately preceding paragraph. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

For so long as a book-entry system is in effect with respect to the Series 2024 Bonds, the Bond Registrar will mail notices of redemption to Cede & Co. (DTC's partnership nominee) or its successor. Any failure of DTC to convey such notice to any DTC participants or any failure of DTC participants or indirect participants to convey such notice to any beneficial owner will not affect the sufficiency or the validity of the redemption of Series 2024 Bonds.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of, premium, if any, and interest on such Series 2024 Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the City shall not be required to redeem such Series 2024 Bonds. If such condition is included in the notice of redemption and if sufficient moneys have not been deposited on the date fixed for redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the registered owners of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing condition, if any, shall have been met, the Series 2024 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2024 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date, interest on such Series 2024 Bonds shall cease to accrue and become payable.

2.8 <u>Partially Redeemed Series 2024 Bonds</u>. In case any Series 2024 Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the City shall execute and the Bond Registrar shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2024 Bond or Series 2024 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Series 2024 Bond of a denomination of more than the minimum authorized denomination to be redeemed will be in the principal amount of the minimum authorized denomination or an integral multiple thereof and in selecting portions of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds of such denomination which is obtained by dividing the principal amount of such Series 2024 Bonds by the minimum authorized denomination.

2.9 <u>Book-Entry System</u>.

(a) Unless otherwise specified in the Terms Certificate and except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Bonds shall be, and the Series 2024 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC. Payment of interest for any Series 2024 Bond, as applicable, shall be made in accordance with the provisions of this Resolution to the account of Cede on the interest payment date for the Series 2024 Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2024 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2024 Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the City kept by the Bond Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2024 Bonds so registered in the name of Cede, the City, the Bond Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Bonds. Without limiting the immediately preceding sentence, the City, the Bond Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2024 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial

owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2024 Bonds. The City, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2024 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Bond, (2) giving notices of redemption and other matters with respect to such Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2024 Bonds are registered in the name of Cede, the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2024 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the City's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Series 2024 Bond evidencing the obligation of the City to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Resolution. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Resolution, the word "Cede" in this Resolution shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Resolution, the Series 2024 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2024 Bonds at any time by giving written notice to the City, the Bond Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2024 Bonds under applicable law.

The City, in its sole discretion and without the consent of any other (ii) person, may, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2024 Bonds if the City determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2024 Bonds or the City; and the City shall, by notice to the Bond Registrar, terminate the services of DTC with respect to the Series 2024 Bonds upon receipt by the City, the Bond Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2024 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2024 Bonds; or (2) a continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2024 Bonds.

Upon the termination of the services of DTC with respect to the (iii) Series 2024 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2024 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the City, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. In such event, the City shall execute and the Bond Registrar shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2024 Bonds.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Series 2024 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the representation letter of the City addressed to DTC and DTC's operational arrangement.

In connection with any notice or other communication to be provided to Holders of Series 2024 Bonds registered in the name of Cede pursuant to this Resolution by the City or the Bond Registrar with respect to any consent or other action to be taken by such Holders, the City shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

2.10 <u>Sale of Series 2024 Bonds</u>. (a) The sale of the Series 2024 Bonds is hereby approved as follows:

(i) The Series 2024 Bonds authorized to be issued herein shall be sold to the Underwriter/Purchaser at an aggregate price as shall be determined pursuant to the authority delegated under Section 2.3 hereof, on the terms and conditions to be set forth in the Bond Purchase Agreement and/or the Official Notice of Bond Sale, and upon the basis of the representations therein set forth. The Council hereby ratifies, confirms and approves all actions heretofore taken on behalf of the Council by the Designated Officers and other officials of the City in connection with the sale of the Series 2024 Bonds.

(ii) To evidence the acceptance by the City, the Designated Officers are hereby authorized and directed to execute and deliver the Bond Purchase Agreement (substantially in the form attached hereto as <u>Exhibit H</u>) and/or the Terms Certificate (substantially in the form attached hereto as <u>Exhibit F</u>), with such changes, omissions, insertions and revisions as the Designated Officers shall deem

advisable, execution and delivery thereof to constitute conclusive evidence of such approval.

(b) The Designated Officers are hereby authorized to determine the method of sale of the Series 2024 Bonds, which may include a Public Offering. In the event that a Public Offering is used for the Series 2024 Bonds, the Designated Officers are authorized and directed to prepare or cause to be prepared an Official Statement (including a Preliminary Official Statement) for distribution to prospective purchasers of the Series 2024 Bonds in accordance with Section 6.1 hereof.

2.11 Continuing Disclosure Certificate. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign and attest, the Continuing Disclosure Certificate in substantially the same form as now before the City and attached hereto as Exhibit C, or with such changes therein as the Mayor shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes. When the Continuing Disclosure Certificate is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Certificate will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Certificate as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Certificate shall be the ability of the beneficial owner of any Series 2024 Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate.

2.12 Execution of Bonds. The Series 2024 Bonds shall be executed on behalf of the City by the Mayor and attested by the City Recorder (the signatures of the Mayor and City Recorder being either manual and/or by facsimile), and the seal of the City or a facsimile thereof shall be impressed or imprinted thereon. The use of such facsimile signatures of the Mayor and City Recorder and such facsimile of the seal of the City on the Series 2024 Bonds is hereby authorized, approved and adopted by the City as the authorized and authentic execution, attestation and sealing of the Series 2024 Bonds by said officials. The Series 2024 Bonds shall then be delivered to the Bond Registrar for manual authentication by it. The Certificate of Authentication shall be substantially in the form provided in Section 5.1 hereof. Only such of the Series 2024 Bonds as shall bear thereon a Certificate of Authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Series 2024 Bonds so certified have been duly registered and delivered under, and are entitled to the benefits of this Resolution and that the Registered Owner thereof is entitled to the benefits of this Resolution. The Certificate of Authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Series 2024 Bonds issued hereunder or that all of the Series 2024 Bonds hereunder be certified as registered by the same Bond Registrar, and (ii) the date of authentication of the Bond is inserted in the place provided therefor on the Certificate of Authentication.

The Mayor and City Recorder are authorized to execute, attest, countersign and seal from time to time, in the manner described above, Bonds (the "Exchange Bonds") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, attestation and sealing of the Exchange Bonds by the City, the payee, principal amount, CUSIP number, if any, maturity and interest rate shall be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, CUSIP number, if any, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds, and to complete, certify as to registration and authenticate and deliver the Exchange Bonds, for the purpose of effecting transfers and exchanges of Bonds; provided, however, that any Exchange Bonds registered, authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer, and shall bear the name of such payee as the Registered Owner requesting an exchange or transfer shall designate; and provided further that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturities and interest rates, shall be canceled. The execution, attestation and sealing by the City and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, CUSIP number, if any, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

2.13 <u>Delivery of Bonds; Application of Proceeds</u>. The Series 2024 Bonds shall be delivered to the Underwriter/Purchaser at such time and place as provided in the Bond Purchase Agreement or Official Notice of Bond Sale, as applicable. The Mayor is hereby authorized and instructed to make delivery of the Series 2024 Bonds to the Underwriter/Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Agreement or Official Notice of Bond Sale, and to deposit the proceeds of sale as follows (details to be included in the Terms Certificate):

(a) into a separate construction fund of the City; and

(b) into a separate account used to pay the costs of issuance of the Series 2024 Bonds, provided that any moneys remaining in such account sixty (60) days subsequent to the date of the initial delivery of the Series 2024 Bonds shall be deposited into the Construction Fund.

2.14 <u>Further Authority</u>. The Mayor, the City Manager, the Administrative Services Director, the Budget and Financial Planning Director, and the City Recorder and such other officials of the City as may be required, are hereby authorized and directed to execute all certificates, documents, and other instruments and make such elections under the Code as may be

necessary or advisable to provide for the issuance, sale, registration, and delivery of the Series 2024 Bonds and to comply with applicable provisions of the Code.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

3.1 <u>Transfer of Bonds</u>.

(a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 3.3 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.12 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the City, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

(c) The City shall not be required to register the transfer of or exchange any Bond selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

3.2 <u>Exchange of Bonds</u>. Bonds may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 2.12 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Registered Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (i) with respect to any Interest Payment Date after the Record Date to and including such Interest Payment Date, or (ii) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

3.3 <u>Bond Registration Books</u>. This Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. The Bond Registrar shall keep or cause to be kept, at its office, sufficient books for the registration and transfer of the Series 2024 Bonds, which shall at all times be open to inspection by the City, and upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein provided.

3.4 <u>List of Registered Owners</u>. The Bond Registrar shall maintain a list of the names and addresses of the Owners of all Bonds and upon any transfer shall add the name and address of the new Registered Owner and eliminate the name and address of the transferor Registered Owner.

3.5 <u>Duties of Bond Registrar</u>. The obligations and duties of the Bond Registrar hereunder include the following:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually, upon request, a certificate with respect to Bonds canceled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Series 2024 Bonds.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

4.1 <u>Covenants of City</u>. All covenants, statements, representations and agreements contained in the Series 2024 Bonds, and all recitals and representations in this Resolution are hereby considered and understood and it is hereby resolved that all said covenants, statements, representations and agreements of the City, are the covenants, statements, representations and agreements of the City.

4.2 Levy of Taxes. The City covenants and agrees to establish a Bond Fund which Fund shall be a segregated account held and administered by the City and designated "City of St. George, Utah General Obligation Bonds, Series 2024 Bond Fund" (the "Bond Fund"), to pay the interest falling due on the Series 2024 Bonds as the same becomes due and also to provide for the payment of the principal of the Series 2024 Bonds at maturity or by prior redemption. There shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Series 2024 Bonds and to pay and retire the Series 2024 Bonds. Said taxes shall be deposited in the Bond Fund and applied solely for the purpose of the payment of said interest and principal on the Series 2024 Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under this Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the City from applying any other funds that may be in the City's treasury and available for that purpose to the payment of said interest and principal as the same respectively mature, and the levy or levies herein provided for may thereupon to that extent be diminished, and the sums herein provided for to meet the interest on the Series 2024 Bonds and to discharge the principal thereof when due, are hereby appropriated for that purpose and the required amount for each year shall be included by the City in its annual budget and its statement and estimate as certified in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of said levies money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the City available for such purpose, and such other funds reimbursed when the proceeds of said levies become available. The City shall transfer from the Bond Fund to the Paying Agent at least one day prior to each principal and/or interest payment date or redemption date on the Series 2024 Bonds, sufficient moneys to pay all principal and interest falling due on said payment or redemption date. The City has established the Bond Fund primarily to achieve a proper matching of revenues and debt service on the Series 2024 Bonds. The Bond Fund shall be depleted at least once each year by the City except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Fund or one-twelfth of the annual debt service on the Series 2024 Bonds.

4.3 <u>Bonds in Registered Form</u>. The City recognizes that Section 149 of the Code requires the Series 2024 Bonds to be issued and to remain in fully registered form in order that interest thereon be excludible from gross income for federal income tax purposes under laws in force at the time the Series 2024 Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Series 2024 Bonds to be issued in, or converted into, bearer or coupon form.

4.4 <u>Tax Covenants</u>. The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Series 2024 Bonds to become subject to federal income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2024 Bonds to become subject to federal income taxation, and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2024 Bonds in order to preserve the exemption from federal income taxation of interest on the Series 2024 Bonds. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Series 2024 Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder, as the same presently exist, or may from time to time hereafter be amended, supplemented or revised.

ARTICLE V

FORM OF BONDS

5.1 <u>Form of Bonds</u>. Each Bond shall be in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required:

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Registered

Registered

UNITED STATES OF AMERICA STATE OF UTAH THE CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BOND SERIES 2024

Number R			\$
Interest Rate	Maturity Date	Original Issue Date	CUSIP
%	, 20	, 2024	
Registered Owner:	CEDE & CO.		

Principal Amount:

AND NO/100 DOLLARS****

The City of St. George, Utah (the "City"), a duly organized and existing political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to redemption prior to maturity, as provided herein), upon presentation and surrender hereof, the Principal Amount identified above, and to pay the Registered Owner hereof interest on the balance of said Principal Amount from time to time remaining unpaid at the Interest Rate per annum identified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), which interest shall be payable on ______, 20__ (each an "Interest Payment Date"), until all of the principal shall have been paid.

Interest on this Bond shall accrue from the Interest Payment Date next preceding the date on which it is authenticated, unless (i) it is authenticated before the first Interest Payment Date following the Original Issue Date identified above, in which case interest shall accrue from the Original Issue Date, or (ii) it is authenticated on an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date; provided, however, that if interest on the hereinafter defined Bonds shall be in default, interest on the Series 2024 Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2024 Bonds surrendered. This Bond shall bear interest on overdue principal at the Interest Rate. Principal and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of this Bond shall be payable upon surrender of this Bond at the corporate trust office of U.S. Bank Trust Company, National Association, as Paying Agent, and payment of the semiannual interest hereon shall be made by check or draft mailed to the person who is the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Resolution.

This Bond is one of the General Obligation Bonds, Series 2024 of the City (the "Series 2024 Bonds") limited to the aggregate principal amount of \$_______ and issued pursuant to (a) authorization given by a majority of the qualified registered electors of the City voting at a special bond election held in the City on November 21, 2023, (b) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and (c) a resolution of the City Council adopted on March 7, 2024 (the "Resolution"). The Series 2024 Bonds are authorized to be issued for the purpose of (a) financing all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (the "Series 2024 Project") and (b) paying expenses reasonably incurred in connection with the issuance and sale of the Series 2024 Bonds.

U.S. Bank Trust Company, National Association, is the initial bond registrar and paying agent with respect to the Series 2024 Bonds. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the "Bond Registrar" and the "Paying Agent."

The City covenants and is by law required to levy annually a sufficient tax to constitute a Bond Fund to pay the interest on this Bond as it falls due and also to provide for the payment of the principal hereof as the same falls due; provided, however, that the City may apply other funds available to the City to the payment of said principal and interest in which case the levy herein described may to that extent be diminished.

This Bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the principal office of the Bond Registrar, by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Resolution and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever, and neither the City, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The City is not required to transfer or exchange any Bond (a) after the Record Date with respect to any Interest Payment Date to and including such Interest Payment Date, and (b) with respect to any redemption of any Bond, after such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

The Series 2024 Bonds are issuable solely in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[The Series 2024 Bonds shall be subject to redemption prior to maturity, at the election of the City, on ______ (the "First Redemption Date") and on any date thereafter, prior to maturity, in whole or in part, from such maturities or parts thereof as shall be selected by the City, and by lot within each maturity if less than the full amount of any maturity is to be redeemed, upon not less than 30 days prior notice, at a redemption price equal to 100% of the principal amount of the Series 2024 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Series 2024 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

The Series 2024 Bonds are subject to mandatory redemption by operation of sinking fund installments at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, on the dates and in the principal amounts as follows:

]	

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to each Registered Owner of the Series 2024 Bonds to be redeemed, at the address shown on the registration books of the City maintained by the Bond Registrar, all as provided in the Resolution.

If notice of redemption shall have been given as described above, the Series 2024 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2024 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2024 Bonds shall cease to accrue and become payable.

In case any Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the City shall execute and the Bond Registrar shall authenticate and shall

deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the City, a Series 2024 Bond or Series 2024 Bonds of the same series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. A portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof and in selecting portions of such Series 2024 Bonds for redemption, each such Bond shall be treated as representing that number of Series 2024 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2024 Bonds by \$5,000.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah and by the Act and the Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution and statutes, and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond, according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, THE CITY OF ST. GEORGE, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and attested and countersigned by its City Recorder (the signatures of said Mayor and City Recorder being by facsimile or manual signature), and has caused its corporate seal to be affixed hereto.

THE CITY OF ST. GEORGE, UTAH

(SEAL)

(Do Not Sign) Mayor

ATTEST AND COUNTERSIGN:

(Do Not Sign)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2024 Bonds described in the within mentioned Resolution and is one of the General Obligation Bonds, Series 2024 of the City of St. George, Utah.

, as Bond Registrar

By: _____

Date of Registration and Authentication:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

- _ _ _ TEN COM as tenants in common
- TEN ENT as tenants by the entireties
- as joint tenants with right of survivorship and not as tenants in common JT TEN

UNIF GIFT MIN ACT ______ (Cust.) Custodian for ______(Minor) Under Uniform Gifts to Minors Act of ________(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, _____, undersigned sells, assigns and transfers unto:

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints

attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____

Signature:_____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program). the

ARTICLE VI

MISCELLANEOUS

6.1 <u>Preliminary Official Statement Deemed Final</u>. The use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement"), in substantially the form presented at this meeting and in the form attached hereto as <u>Exhibit E</u>, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the appropriate officers of the City shall deem advisable. The appropriate officers of the City are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Series 2024 Bonds.

6.2 <u>Official Statement</u>. For a Public Offering, the Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as <u>Exhibit E</u>, with such changes, omissions, insertions and revisions as the appropriate officers of the City shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2024 Bonds by the Designated Officer and set forth in the Terms Certificate. The City shall deliver the Official Statement to the Underwriter/Purchaser for distribution to prospective purchasers of the Series 2024 Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

6.3 <u>Changes to Forms</u>. The form of Series 2024 Bonds and the other documents authorized and approved hereby are authorized and approved with such additions, modifications, deletions and changes thereto as may be deemed necessary or appropriate and approved by the Mayor and/or City Recorder or a Designated Officer, whose execution or approval thereof on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

6.4 <u>Notice of Bonds to be Issued</u>. In accordance with the provisions of the Act, the City will cause a "Notice of Bonds to be Issued" to be posted (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City. The City Recorder shall cause a copy of this Resolution to be kept on file in the City's office in the City of St. George, Utah, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of posting thereof. The "Notice of Bonds to be Issued" is in substantially the form set forth in <u>Exhibit G</u> attached hereto.

6.5 <u>Ratification</u>. All proceedings, resolutions and actions of the City and its officers taken in connection with the sale and issuance of the Series 2024 Bonds are hereby ratified, confirmed and approved.

6.6 <u>Severability</u>. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall, for any reason, be held

to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this Resolution.

6.7 <u>Conflict</u>. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

6.8 <u>Captions</u>. The headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

6.9 <u>Certification of Fulfillment of Conditions</u>. The City hereby finds and certifies that upon the execution of the Terms Certificate, all conditions precedent to the issuance of the Series 2024 Bonds will have been satisfied and fulfilled.

6.10 <u>Maintenance of Records; Copies</u>. A copy of this Resolution and every amendatory or supplemental resolution or other official action relating to the Series 2024 Bonds shall be kept on file with the City Recorder in the City of St. George, Utah, where the same shall be made available for inspection by any Registered Owner of the Series 2024 Bonds, or his, its or their agents for so long as any of the Series 2024 Bonds remain outstanding and unpaid. Upon payment of the reasonable cost for preparing the same, a certified copy of this Resolution, or any amendatory or supplemental resolution, will be furnished to any Registered Owner of the Series 2024 Bonds.

6.11 <u>Effective Date</u>. This Resolution shall take effect immediately upon its approval and adoption.

6.12 <u>Resolution Irrepealable</u>. Upon the execution of the Terms Certificate, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2024 Bonds are paid in accordance with the terms and provisions hereof.

APPROVED AND ADOPTED this March 7, 2024.

THE CITY OF ST. GEORGE, UTAH

(SEAL)

ATTEST AND COUNTERSIGN:

Mayor

City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.) The meeting was then adjourned.

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

STATE OF UTAH) : ss. COUNTY OF WASHINGTON)

I, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify according to the records of the City in my official possession that the foregoing constitutes a true and correct copy of the minutes of the meeting of the City Council of the City held on March 7, 2024, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on March 7, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the City, this March 7, 2024.

City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, that the City gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the public meeting, held on March 7, 2024, by the City as follows:

(a) By causing a Notice, in the form attached hereto as <u>Schedule 1</u>, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as <u>Schedule</u> <u>1</u>, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<u>http://pmn.utah.gov</u>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the City (attached hereto as <u>Schedule 2</u>) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted in December 2023 at the principal office of said Council, (ii) posted on the Utah Public Notice Website (<u>http://pmn.utah.gov</u>) and (iii) posted on the City's official website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 7, 2024.

(SEAL)

By:_____

City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LETTERS OF REPRESENTATION

EXHIBIT C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

EXHIBIT D

FORM OF OFFICIAL NOTICE OF BOND SALE

<u>EXHIBIT E</u>

FORM OF OFFICIAL STATEMENT

EXHIBIT F

FORM OF TERMS CERTIFICATE

EXHIBIT G

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on March 7, 2024, the City Council (the "Council") of the City of St. George, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance of its General Obligation Bonds, Series 2024 (to be issued in one or more series and from time to time, with any other title or series designation) (the "Bonds").

PURPOSE FOR ISSUING THE BONDS

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) financing all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (b) paying expenses reasonably incurred in connection with the issuance and sale of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not to exceed Twenty-Nine Million Dollars (\$29,000,000), to mature in not more than twenty-five (25) years, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof and bearing interest at a rate or rates not to exceed five and one half percent (5.50%) per annum.

The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, with such final terms and provisions as may be deemed appropriate by authorized officers of the Issuer, provided that said final terms shall not exceed the maximums set forth above.

SECURITY PLEDGED FOR THE BONDS

The Bonds are general obligations of the Issuer secured by the full faith and credit and taxing power of the Issuer.

OUTSTANDING BONDS

Other than the proposed Bonds, the Issuer currently has \$-0- of general obligation bonds currently outstanding.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds or obligations may be found in the Issuer's financial report (the "Financial Report") at: <u>https://reporting.auditor.utah.gov/searchreport</u>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Trevor Coombs, Administrative Services Director at (435) 627-4000.

TOTAL ESTIMATED COST

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity is <u>\$_____</u>.

A copy of the Resolution is on file in the office of the City Recorder at the Issuer's offices located at 175 East 200 North, St. George, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of the posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this March 7, 2024.

/s/ Christina Fernandez City Recorder

<u>EXHIBIT H</u>

FORM OF BOND PURCHASE AGREEMENT

Official Notice of Bond Sale

(Bond Sale to be Conducted Electronically)

City of St. George, Utah \$13,885,000* General Obligation Bonds, Series 2024

Bids will be received electronically (as described under "Procedures Regarding Electronic Bidding" below) by a designated officer of City of St. George, Utah (the "City"), at the office of LRB Public Finance Advisors, Inc., Salt Lake City, Utah, the municipal advisor to the City (the "Municipal Advisor") on the *PARITY®* bidding system ("*PARITY®*") at 9:30:00 a.m. mountain daylight time ("MDT"), on Tuesday, April 16, 2024 for the purchase all or none ("AON") of \$13,885,000* aggregate principal amount of the City's General Obligation Bonds, Series 2024 (the "Series 2024 Bonds").

The bids will be publicly reviewed and considered by certain designated officers of the City on Tuesday, April 16, 2024.

Description of Series 2024 Bonds

Total

Maturity		Maturity	
(<u>April 1</u>)	Amount*	(<u>April 1</u>)	Amount*
2025	\$1,190,000	2036	\$495,000
2026	1,205,000	2037	520,000
2027	1,265,000	2038	545,000
2028	335,000	2039	575,000
2029	350,000	2040	600,000
2030	370,000	2041	630,000
2031	390,000	2042	665,000
2032	405,000	2043	695,000
2033	425,000	2044	730,000
2034	450,000	2045	770,000
2035	470,000	2046	805,000
			\$ <u>13,885,000</u> *

The Series 2024 Bonds will be dated the date of delivery thereof, will be fully registered bonds, in bookentry form, in denominations of \$5,000 or integral multiples thereof, and will mature on April 1 of the years and in the principal amounts as follows:

* Preliminary; subject to change. See "Adjustment of Principal Amount of the Series 2024 Bonds" in this Official Notice of Bond Sale.

The Series 2024 Bonds will be issued in registered form and, when issued, will be registered in the name of The Depository Trust Company, New York, New York, or its nominee. The Depository Trust Company will act as securities depositary for the Series 2024 Bonds. Purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry form in the denomination of \$5,000 or any whole multiple thereof.

Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option

The Series 2024 Bonds scheduled to mature on two or more of the above-designated maturity dates may be rescheduled, at bidder's option, to mature as term bonds on one or more dates within that period, in which event the Series 2024 Bonds will mature and be subject to mandatory sinking fund redemption in such amounts and on such

dates as will correspond to the above-designated maturity dates and principal amounts maturing on those dates, as adjusted.

Adjustment of Principal Amount of the Series 2024 Bonds

The City reserves the right, following determination of the best bid(s) to reduce or increase the principal amount of each maturity of the Series 2024 Bonds and to increase or reduce the overall principal amount of the Series 2024 Bonds to be issued, as described in this section.

The City may adjust the aggregate principal amount of the Series 2024 Bonds such that the total proceeds available to the City (after payment of costs of issuance) will be approximately \$15,250,000. The adjustment of maturities may be made in such amounts as are necessary to provide the City with desired debt service payments during the life of the Series 2024 Bonds. Any such adjustment will be in an amount of \$5,000 or a whole multiple thereof. The dollar amount of the price bid by the successful bidder may be changed as described below, but the interest rates specified by the successful bidder for all maturities will not change. A successful bidder may not withdraw its bid because of any changes made as described herein, and the City will consider the bid as having been made for the adjusted amount of the Series 2024 Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2024 Bonds to the public and the price to be paid to the City, by (b) the principal amount of the Series 2024 Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above. The City expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m. (MDT), on the date of sale, of the amount, if any, by which the aggregate principal amount of the Series 2024 Bonds will be adjusted and the corresponding changes to the principal amount of Series 2024 Bonds maturing on one or more of the above-designated maturity dates for the Series 2024 Bonds.

To facilitate any adjustment in the principal amounts, the successful bidder(s) is required to indicate by electronic means to the Municipal Advisor at jason@lrbfinance.com within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the Series 2024 Bonds and the amount received from the sale of the Series 2024 Bonds to the public that will be retained by the successful bidder(s) as its compensation.

Possible Rejection of All Bids

As described below under "Sale Reservations," the City reserves the right to reject any and all bids and to resell the Series 2024 Bonds. In such case the City may elect to negotiate a subsequent sale of the Series 2024 Bonds.

Ratings

The City will, at its own expense, pay fees of [S&P Global Ratings ("S&P")] for rating the Series 2024 Bonds. Any additional ratings shall be at the option and expense of the bidder.

Purchase Price

The purchase price bid for the Series 2024 Bonds shall not be less than 100% of the principal amount of the Series 2024 Bonds (\$13,885,000).

Interest Rates

The Series 2024 Bonds will bear interest at any number of different rates, any of which may be repeated, which rates shall be expressed in multiples of 1/8 or 1/20 of 1% per annum. In addition:

- 1. no rate bid may exceed 5.50% per annum;
- 2. all Series 2024 Bonds of the same maturity must bear a single rate of interest;

- 3. a zero rate cannot be named for all or any part of the time from the date of any Series 2024 Bond to its stated maturity;
- 4. premium must be paid in the funds specified for the payment of the Series 2024 Bonds as part of the purchase price;
- 5. interest shall be computed from the dated date of a Series 2024 Bond to its stated maturity date at the single interest rate specified in the bid for the Series 2024 Bonds of such maturity;
- 6. the purchase price must be paid in immediately available funds and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for federal funds;
- 7. there shall be no supplemental interest coupons; and
- 8. interest shall be computed on the basis of a 360-day year of 12, 30-day months.

Interest for the Series 2024 Bonds will be payable semiannually on April 1 and October 1 beginning October 1, 2024, at the rate or rates to be fixed at the time the Series 2024 Bonds are sold.

Payment of Principal and Interest

Principal and interest are payable by U.S. Bank Trust Company, National Association, as Paying Agent and Registrar, to the registered owners of the Series 2024 Bonds. So long as The Depository Trust Company, New York, New York ("DTC"), is the registered owner, DTC will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Series 2024 Bonds as described under the caption "THE SERIES 2024 BONDS—Book-Entry System" in the City's Preliminary Official Statement with respect to the Series 2024 Bonds. Interest on the Series 2024 Bonds will be payable by check or draft mailed to the registered owners thereof (initially DTC) as shown on the registration books kept for the City by the Registrar.

Optional Redemption

The Series 2024 Bonds maturing on and after [______, 20___] are subject to redemption prior to maturity in whole or in part at the option of the City on [______, 20___] or on any date thereafter, from such maturities or parts thereof as shall be selected by the City at the redemption price of 100% of the principal amount of the Series 2024 Bonds to be redeemed plus accrued interest (if any) thereon to the redemption date.

Security

The Series 2024 Bonds will be general obligations of the City, payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the Series 2024 Bonds as to both principal and interest.

Procedures Regarding Electronic Bidding

No bid will be accepted unless the City has determined that such bidder has provided the requested Deposit, as the case may be, as described under "Good Faith Deposit" below.

Bids will be received by means of the *PARITY*[®] electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY*[®] on or before 9:30:00 a.m. (MDT), on Tuesday, April 16, 2024. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*[®] conflict with this Official Notice of Bond Sale, the terms of this Official Notice of Bond Sale shall control. For further information about *PARITY*[®], potential bidders may contact the Municipal Advisor or i–Deal LLC at 1359 Broadway, New York, New York 10018; (212) 849-5021. The time as maintained by *PARITY*[®] shall constitute the official time.

Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access *PARITY*[®] for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Bond Sale. Neither the Municipal Advisor, the City nor i–Deal LLC shall have any duty or obligation to provide or assure such access to any qualified prospective bidder, and neither the Municipal Advisor, the City nor i–Deal LLC shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*[®]. The City is using *PARITY*[®] as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Series 2024 Bonds.

Notification

The Municipal Advisor will notify the apparent successful bidder(s) (electronically via *PARITY*[®]) as soon as possible after the City's receipt of bids, that such bidder's bid appears to be the lowest and best bid received which conforms to the requirements of this Official Notice of Bond Sale, subject to verification and to official action to be taken by certain authorized officers of the City as described in the next succeeding paragraph.

The award of the Series 2024 Bonds to the successful bidder will be considered by certain designated officers of the City on April 16, 2024, pursuant to a resolution previously adopted by the City on March 7, 2024.

Form of Bid

Each bidder for the Series 2024 Bonds is required to transmit electronically via *PARITY*[®] an unconditional bid specifying the lowest rate or rates of interest and confirm the purchase price (as described under "Purchase Price" above) at which the bidder will purchase the Series 2024 Bonds. Each bid must be for all the Series 2024 Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the Series 2024 Bonds represented on a TIC basis, as described under "Award" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by electronic means or in any other medium or on any system other than by means of *PARITY*[®]; provided, however, that in the event a prospective bidder cannot access *PARITY*[®], through no fault of its own, it may so notify the office of the Municipal Advisor by telephone at (801) 596-0700. Thereafter, it may submit its bid by telephone to the Municipal Advisor at (801) 596-0700, who shall transcribe such bid into written form or by electronic means to the Municipal Advisor to jason@lrbfinance.com, in either case before the time bids are due as stated above, on Tuesday, April 16, 2024. For purposes of bids submitted telephonically to the Municipal Advisor (as described above) or by electronic means, the time as maintained by *PARITY*[®], shall constitute the official time. Each bid submitted as provided in the preceding sentence must specify the interest rate or rates for the Series 2024 Bonds and the total purchase price of all of the Series 2024 Bonds. The Municipal Advisor will seal transcribed telephonic bids and electronic means transmission bids for submission. Neither the City nor the Municipal Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid or electronic means (whether such failure arises from equipment failure, unavailability of phone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Municipal Advisor, the apparent successful bidder(s) will provide written confirmation of its bid (by electronic means) to the Municipal Advisor prior to 2:00 p.m. (MDT), on Tuesday, April 16, 2024.

Right of Cancellation

The successful bidder(s) shall have the right, at its option, to cancel its obligation to purchase the Series 2024 Bonds if the City shall fail to execute the Series 2024 Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder(s) shall be entitled to the return of the Deposit.

Award

Award or rejection of bids will be made on Tuesday, April 16, 2024 by certain designated officers of the City. The Series 2024 Bonds will be awarded to the responsible bidder offering to pay the lowest effective interest

cost to the City, computed from the date of the Series 2024 Bonds to maturity and taking into consideration the premium or discount, if any, in the purchase price of the Series 2024 Bonds. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") based on the discounting of the scheduled semiannual debt service payments of the City on the Series 2024 Bonds (based on such rate or rates of interest so bid) to the dated date of the Series 2024 Bonds, compounded semiannually, and to the bid price, excluding accrued interest, if any to the date of delivery. Interest cost shall be computed on a 360-day year of 12, 30-day months.

Good Faith Deposit

A good faith deposit (the "Deposit") in the amount of $[____]$ is required only from the successful bidder(s). The Deposit shall be payable to the order of the City in the form of a wire transfer in federal funds as instructed by the Municipal Advisor no later than 12:00 noon (MDT) on Tuesday, April 16, 2024. As an alternative to wiring funds, a bidder may deliver a cashier's or certified check, payable to the order of the City. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

The City shall, as security for the faithful performance by the successful bidder(s) of its obligation to take up and pay for the Series 2024 Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder(s) and hold the proceeds of the Deposit of the successful bidder(s), or invest the same (at the City's risk) in obligations which mature at or before the delivery of the Series 2024 Bonds as described under the caption "Manner and Time of Delivery" below, until disposed of as follows: (a) at such delivery of the Series 2024 Bonds and upon compliance with the successful bidder's obligation to take up and pay for the Series 2024 Bonds, the full amount of the Deposit held by the City, without adjustment for interest, shall be applied toward the purchase price of the Series 2024 Bonds at that time and the full amount of any interest earnings thereon shall be retained by the City; and (b) if the successful bidder fails to take up and pay for the City as liquidated damages.

Sale Reservations

The City reserves the right: (i) to waive any irregularity or informality in any bid or in the bidding process; (ii) to reject any and all bids for the Series 2024 Bonds; and (iii) to resell the Series 2024 Bonds as provided by law.

Manner and Time of Delivery

The successful bidder(s) will be given at least five business days advance notice of the proposed date of the delivery of the Series 2024 Bonds when that date has been determined. It is now estimated that the Series 2024 Bonds will be delivered in book-entry form on or about [April 25], 2024. Delivery of the Series 2024 Bonds will be made in Salt Lake City, Utah. The successful bidder(s) must also agree to pay for the Series 2024 Bonds in federal funds which will be immediately available to the City on the day of delivery.

CUSIP Numbers

It is anticipated that CUSIP numbers will be printed on the Series 2024 Bonds, at the expense of the City, but neither the failure to print such numbers on any Series 2024 Bond nor any error with respect thereof shall constitute cause for a failure or refusal by the successful bidder(s) thereof to accept delivery of and pay for the Series 2024 Bonds in accordance with terms of this Official Notice of Bond Sale.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Series 2024 Bonds (including any original discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2024 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the City complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series

2024 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2024 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024 Bonds.

Bond Counsel is also of the opinion that the interest on the Series 2024 Bonds is exempt from State of Utah individual income taxes.

The Series 2024 Bonds have *not* been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2024 Bonds.

Establishment of Issue Price

The successful bidder shall assist the City in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the City on the date of issuance of the Series 2024 Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2024 Bonds, substantially in the form attached hereto as <u>Exhibit A</u>, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the City and Bond Counsel. All actions to be taken by the City under this Official Notice of Bond Sale to establish the issue price of the Series 2024 Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2024 Bonds) will apply to the initial sale of the Series 2024 Bonds (the "competitive sale requirements") because:

(i) the City shall disseminate this Official Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the City may receive bids from at least three underwriters of municipal obligations who have established industry reputations for underwriting new issuances of municipal obligations; and

(iv) the City anticipates awarding the sale of the Series 2024 Bonds to the bidder who submits a firm offer to purchase the Series 2024 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Any bid submitted pursuant to this Official Notice of Bond Sale shall be considered a firm offer for the purchase of the Series 2024 Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City may determine to treat (i) the first price at which 10% of a maturity of the Series 2024 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2024 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the City if any maturity of the Series 2024 Bonds satisfies the 10% test as of the date and time of the award of the Series 2024 Bonds. The City shall promptly advise the winning bidder, at or before the time of award of the Series 2024 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2024 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the City determines to apply the hold-the-offering-price rule to any maturity of the Series 2024 Bonds. *Bidders should prepare their bids on the assumption that some or all of the maturities of the*

Series 2024 Bonds will be subject to the hold-the-offering price rule in order to establish the issue price of the Series 2024 Bonds.

By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Series 2024 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2024 Bonds, that the underwriters will neither offer nor sell unsold Series 2024 Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the underwriters have sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2024 Bonds, the successful bidder agrees to promptly report to the City the prices at which the unsold Series 2024 Bonds of that maturity have been sold to the public. If as of the award of the Series 2024 Bonds the 10% Test has not been satisfied as to any maturity of the Series 2024 Bonds, the successful bidder agrees to promptly report to the City the prices at which it subsequently sells Series 2024 Bonds of that maturity to the public until the 10% Test is satisfied. If Series 2024 Bonds constituting the first 10% of a certain maturity are sold at different prices, the successful bidder shall report to the City the prices at which Series 2024 Bonds of such maturity are sold until either (i) all Series 2024 Bonds of that maturity have been sold or (ii) the successful bidder sells 10% of the Series 2024 Bonds of such maturity at a single price. The successful bidder's reporting obligation shall continue as set forth above, whether or not the date of issuance of the Series 2024 Bonds has occurred provided that, the successful bidder's reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.

The City acknowledges that, in making the representations set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2024 Bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2024 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering price rule, if applicable to the Series 2024 Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the

Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable;

(a) to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder that the 10% Test has been satisfied as to the Series 2024 Bonds of that maturity; provided that, the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder,

(b) to promptly notify the successful bidder of any sales of Series 2024 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below),

(c) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and

(d) any agreement among underwriters or selling group agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2024 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2024 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% Test has been satisfied as to the Series 2024 Bonds of that maturity; provided that the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

Sales of any Series 2024 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2024 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Official Notice of Bond Sale. Further, for purposes of this Official Notice of Bond Sale:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Series 2024 Bonds are awarded by the City to the successful bidder.

Legal Opinion and Closing Documents

The approving opinion of Gilmore & Bell, P.C., covering the legality of the Series 2024 Bonds will be furnished to the successful bidder(s) without charge. There will also be furnished the usual closing certificates dated as of the date of delivery of and payment for the Series 2024 Bonds, including a certificate from the attorney for the City that there is no litigation pending or, to the knowledge of the signer thereof, threatened, affecting the validity of the Series 2024 Bonds.

Disclosure Certificate

The City will deliver to the successful bidder(s) a certificate of officer(s) of the City, dated the date of the delivery of the Series 2024 Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said officer(s): (a) the descriptions and statements contained in the Preliminary Official Statement circulated with respect to the Series 2024 Bonds were at the time of the acceptance of the bid true and correct in all material respects and did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (b) the descriptions and statement of a material respects and do not at the time of the Series 2024 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained in the final Official Statement are at the time of delivery of the Series 2024 Bonds true and correct in all material respects and do not at the time of the delivery of the Series 2024 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, should the final Official Statement be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the final Official Statement shall relate to the final Official Statement as so supplemented or amended.

Official Statement

Copies of the City's Preliminary Official Statement may be obtained as specified below prior to the time bids are taken. The Preliminary Official Statement is in a form "deemed final" by the City for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement.

The City shall deliver to the successful bidder(s) no later than the seventh business day after the award of the Series 2024 Bonds as described under the caption "Award" above, a final Official Statement in electronic format, to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking

Pursuant to Securities and Exchange Commission Rule 15c2–12, the City will undertake in a Continuing Disclosure Undertaking to provide certain ongoing disclosure, including annual operating data and financial information (including audited financial statements) and notices of the occurrence of certain material events. A description of the undertaking is set forth in the Preliminary Official Statement.

Compliance with Public Contract Boycott Restrictions

To the extent the winning bid for the Series 2024 Bonds constitutes a contract to acquire or dispose of a good or service for which written certification is required under Section 63G-27-201 of the Utah Code, the bid submitted by the winning bidder shall be deemed to be the written certification by the winning bidder and any syndicate member, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the winning bidder or any syndicate member (collectively, the "Successful Bidder"), that:

(a) the Successful Bidder is not currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Successful Bidder agrees not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Successful Bidder agrees to notify the City in writing if the Successful Bidder begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this Official Notice of Bond Sale:

(a) "Boycott action" means refusing to deal, terminating business activities, or limiting commercial relations.

(b) "Boycott of the State of Israel" means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) "Boycotted company" means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (i) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) "Economic boycott" means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the City, the Successful Bidder agrees to execute such further written certification as may be deemed necessary or convenient for the City to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Additional Information

For copies of this Official Notice of Bond Sale, the Preliminary Official Statement and information regarding the electronic bidding procedures and other related information, contact Jason Burningham (jason@lrbfinance.com) or Marc Edminster (marc@lrbfinance.com), LRB Public Finance Advisors, Inc., 41 N. Rio Grande, Suite 101, Salt Lake City, Utah 84101; (801) 596-0700; the Municipal Advisor to the City.

DATED this [April 8], 2024.

City of St. George, Utah

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF PURCHASER] (herein, the "Original Purchaser"), as the Original Purchaser of the §______ General Obligation Bonds, Series 2024 (the "Series 2024 Bonds"), being issued on the date of this certificate by City of St. George, Utah (the "City"), certifies and represents as follows:

1. <u>Public Offering</u>. The Original Purchaser offered all of the Series 2024 Bonds to the Public (as defined below) in a bona fide initial offering.

2. <u>Reasonably Expected Initial Offering Price</u>. As of the sale date of the Series 2024 Bonds ([April 16], 2024) (the "Sale Date"), the reasonably expected initial offering prices of the Series 2024 Bonds to the Public by the Original Purchaser are the prices listed in <u>Schedule A</u> (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2024 Bonds used by the Original Purchaser in formulating its bid to purchase the Series 2024 Bonds.

[2. [*To be used if there are not at least 3 bids received*] [As of the date of this certificate, the first price at which at least 10% of [the indicated maturities] of the Series 2024 Bonds was sold to the Public are the prices listed in Schedule A.] or

[As of the date of this certificate, the Original Purchaser has not sold at least 10% of [each maturity] [certain maturities] of the Series 2024 Bonds at any price (the "Undersold Maturities"). For each Undersold Maturity listed on Schedule A the Original Purchaser will provide the price or prices at which the first 10% of each such Undersold Maturity was sold to the Public promptly following the date that the first 10% of each such Undersold Maturity is sold to the Public.]]

3. <u>Defined Terms</u>.

(a) *Maturity* means Series 2024 Bonds with the same credit and payment terms. Series 2024 Bonds with different maturity dates, or Series 2024 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" as defined in U.S. Treasury Regulation Section 1.1501(b) which generally provides that the term related party means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) Underwriter means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024 Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2024 Bonds to the Public).

On the Sale Date the Original Purchaser purchased the Series 2024 Bonds from the City by submitting electronically an "Official Bid Form" responsive to an "Official Notice of Bond Sale" and having its bid accepted by the City. The City has not modified the terms of the purchase since the Sale Date.

The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the Series 2024 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes, the preparation of the

Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Series 2024 Bonds.

IN WITNESS WHEREOF, the undersigned has hereunto fixed his or her official signature this [April 25], 2024.

[PURCHASER], as Original Purchaser

By:_____

Title: ______

To Be Attached:

SCHEDULE A—EXPECTED OFFERING PRICES

PRELIMINARY OFFICIAL STATEMENT DATED [

], 2024

NEW ISSUE–Issued in Book-Entry Only Form

Bond Rating: S&P "___" (See "BOND RATING" herein)

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement.

\$13,885,000* CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BONDS, SERIES 2024

Dated: Date of Delivery

Due: April 1, as shown below

The \$13,885,000* General Obligation Bonds, Series 2024 (the "Bonds") are issuable by City of St. George, Utah (the "City") as fully registered bonds and, when initially issued, will be in book-entry form only, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal of and interest on such Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Principal of and interest on the Bonds (interest payable April 1 and October 1 of each year, commencing October 1, 2024) are payable by U.S. Bank Trust Company, National Association, as Paying Agent, to the registered owners thereof, initially DTC. The Bonds will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof. See "THE BONDS" herein.

The Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE BONDS—Redemption Provisions" herein.

The Bonds are being issued for the purpose of (a) paying all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (collectively, the "Series 2024 Project") and (b) paying expenses incurred in connection with the issuance of the Bonds.

THE BONDS WILL BE GENERAL OBLIGATIONS OF THE CITY PAYABLE FROM THE PROCEEDS OF AD VALOREM TAXES TO BE LEVIED WITHOUT LIMITATION AS TO RATE OR AMOUNT ON ALL OF THE TAXABLE PROPERTY IN THE CITY, FULLY SUFFICIENT TO PAY THE BONDS AS TO BOTH PRINCIPAL AND INTEREST.

The Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on Tuesday, April 16, 2024, as set forth in the Official Notice of Bond Sale, dated April 8, 2024.

LRB Public Finance Advisors, Inc. is acting as Municipal Advisor to the Board.

The Bonds are offered when, as and if issued and received by the Purchaser, subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the City, and to certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Shawn M. Guzman, City Attorney. It is expected that the Bonds will be available for delivery to DTC or its agent on or about April 25, 2024.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated ______, 2024, and the information contained herein speaks only as of that date.

MATURITIES, AMOUNTS, INTEREST RATES, AND YIELDS

CITY OF ST. GEORGE, UTAH

\$13,885,000* GENERAL OBLIGATION BONDS, SERIES 2024

Due	Principal	Interest		
(<u>April 1</u>)	Amount*	Rate	Yield	$\underline{\text{CUSIP}}^{\dagger}$
2025	\$1,190,000			
2026	1,205,000			
2027	1,265,000			
2028	335,000			
2029	350,000			
2030	370,000			
2031	390,000			
2032	405,000			
2033	425,000			
2034	450,000			
2035	470,000			
2036	495,000			
2037	520,000			
2038	545,000			
2039	575,000			
2040	600,000			
2041	630,000			
2042	665,000			
2043	695,000			
2044	730,000			
2045	770,000			
2046	805,000			
[\$	% Term Bond I	Due April 1, 20; P	rice%; CUSIP	†]

Preliminary; subject to change.

CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association. This information is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services Bureau. CUSIP numbers have been assigned by an independent company not affiliated with the parties to this bond transaction and are included solely for the convenience of the holders of the Bonds. None of the City, the Paying Agent or the Purchaser is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

The information set forth herein has been obtained from the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the City to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

All inquiries relating to this Official Statement and the offering contemplated herein should be directed to the Municipal Advisor. Prospective investors may obtain additional information from the Municipal Advisor or the City which they may reasonably require in connection with the decision to purchase any of the Bonds from the Municipal Advisor.

The yields at which the Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this Official Statement. In addition, the Purchaser may allow concessions of discounts from the initial offering prices of the Bonds to dealers and others. In connection with this offering, the Purchaser may engage in transactions that stabilize, maintain or otherwise affect the market prices of the Bonds. Such transactions, if commenced, may be discontinued at any time.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Forward-looking statements are included in the Official Statement under the captions "THE SERIES 2024 PROJECT," "ESTIMATED SOURCES AND USES OF FUNDS," and "DEBT STRUCTURE OF THE CITY—Outstanding Municipal Indebtedness of the City" and "—Future Debt Plans." The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

THE BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

\$13,885,000* CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BONDS, SERIES 2024

175 East 200 North St. George, Utah 84770 (435) 627-4000

CITY COUNCIL

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

CITY ADMINISTRATION

John Willis	City Manager
Robert Myers	
Trevor A. Coombs	
Tiffany LaJoice	Finance Manager
Shane Moore	Parks and Community Services Director
Laura Olson	City Treasurer
Christina Fernandez	City Recorder
Shawn M. Guzman	

PAYING AGENT & BOND REGISTRAR

U.S. Bank Trust Company, National Association 170 South Main, Suite 200 Salt Lake City, Utah 84101 (801) 534-6051

MUNICIPAL ADVISOR

LRB Public Finance Advisors, Inc. 41 North Rio Grande, Suite 101 Salt Lake City, Utah 84101 (801) 596-0700

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C. 15 West South Temple, Suite 1450 Salt Lake City, Utah 84101 (801) 364-5080

Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATED TO

\$13,885,000* CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BONDS, SERIES 2024

INTRODUCTION

This Official Statement, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by City of St. George, Utah (the "City") of its \$13,885,000* General Obligation Bonds, Series 2024 (the "Bonds"). This introduction is only a brief description of the Bonds, as hereinafter defined, the security and source of payment for the Bonds and certain information regarding the City. The information contained herein is expressly qualified by reference to the entire Official Statement. Investors are urged to make a full review of the entire Official Statement.

See the following appendices that are attached hereto and incorporated herein by reference: APPENDIX A— ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITY OF ST. GEORGE FOR THE FISCAL YEAR ENDED JUNE 30, 2023; APPENDIX B—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING WASHINGTON COUNTY, UTAH; APPENDIX C—FORM OF OPINION OF BOND COUNSEL; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; and APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The City

The City is located in Washington County (the "County") 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada. The City was incorporated in 1862. The U.S. Census Bureau estimated its population to be 102,519 as of July 1, 2022. The City covers an area of approximately 75 square miles. For additional information regarding the City, see "THE CITY," "DEBT STRUCTURE OF THE CITY," and "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023" all herein.

Authority and Purpose

The Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (ii) a resolution of the City adopted on March 7, 2024 (the "Resolution"), which provides for the issuance of the Bonds; (iii) the hereinafter described Bond Election; and (iv) other applicable provisions of law.

The Bonds were authorized at a bond election (the "Bond Election") held for that purpose on November 21, 2023. The proposition submitted to the voters was as follows:

Shall the City Council of City of St. George, Utah, be authorized to issue General Obligation Bonds in an amount not to exceed Twenty-Nine Million (\$29,000,000) to pay all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the city, for the purposed of connecting communities and revitalizing existing facilities; said Bonds to be due and payable in not to exceed twenty-five (25) years from the date of issuance of the Bonds?

*

Preliminary; subject to change.

At the Bond Election, there were 13,419 votes cast in favor of the issuance of bonds and 7,822 votes cast against the issuance of bonds, for a total vote count on the proposition of 21,241, with approximately 63% being in favor of the issuance of bonds.

The Bonds are being issued for the purpose of (a) paying all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (collectively, the "Series 2024 Project") and (b) paying authorization and issuance expenses incurred in connection with the Bonds. See "THE SERIES 2024 PROJECT" and "ESTIMATED SOURCES AND USES OF FUNDS."

The Bonds represent the first block of bonds to be used under the authority of the Bond Election. With the issuance of the Bonds, the City will have approximately \$15 million in bond authorization remaining under the Bond Election. The City plans to issue the remaining authorization from the Bond Election within the next three years.

Security

The Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied, without limitation as to rate or amount, on all of the taxable property in the City, fully sufficient to pay the Bonds as to both principal and interest. See "THE BONDS—Security and Sources of Payment," "FINANCIAL INFORMATION REGARDING THE CITY" and "AD VALOREM TAX SYSTEM" below.

Redemption Provisions

The Bonds are subject to optional [and mandatory sinking fund] redemption prior to maturity. See "THE BONDS—Redemption Provisions" herein.

Registration, Denominations, Manner of Payment

The Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Purchases of Bonds will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds.

Principal of and interest on the Bonds (interest payable April 1 and October 1 of each year, commencing October 1, 2024) are payable by U.S. Bank Trust Company, National Association, Salt Lake City, Utah, as Paying Agent, to the registered owners of the Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Bonds, as described under "APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" below.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Bonds is exempt from income taxation by the State of Utah. See "TAX MATTERS" in this Official Statement.

Public Sale/Electronic Bid

The Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on Tuesday, April 16, 2024, as set forth in the Official Notice of Bond Sale, dated April 8, 2024.

Conditions of Delivery, Anticipated Date, Manner, and Place of Delivery

The Bonds are offered, subject to prior sale, when, as and if issued and received by the successful bidder(s) (the "Purchaser"), subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the City, and certain other conditions. Certain matters relating to disclosure will be passed upon for the City by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed on for the City by Shawn Guzman, City Attorney. LRB Public Finance Advisors, Inc., Salt Lake City, Utah, is acting as municipal advisor to the City in connection with the issuance of the Bonds. It is expected that the Bonds, in book-entry form only, will be available to DTC or its agent on or about April 25, 2024.

Basic Documentation

The "basic documentation," which includes the Resolution, the closing documents, and other documentation authorizing the issuance of the Bonds and establishing the rights and responsibilities of the City and other parties to the transaction, may be obtained from the "contact persons" as indicated below.

Contact Persons

As of the date of this Official Statement, the chief contact persons for the City concerning the Bonds are:

John Willis, City Manager Robert Myers, Budget and Financial Planning Director Trevor Coombs, Administrative Services Director City of St. George 175 East 200 North St. George, Utah 84770 (435) 627-4000 john.willis@sgcity.org robert.myers@sgcity.org trevor.coombs@sgcity.org

Additional requests for information may be directed to the Municipal Advisor:

Jason W. Burningham, Principal LRB Public Finance Advisors, Inc. 41 North Rio Grande, Suite 101 Salt Lake City, Utah 84101 (801) 596-0700 E-mail: jason@lrbfinance.com

THE BONDS

General

The Bonds will be dated the date of their initial delivery and will mature on April 1 of the years and in the amounts as set forth on the inside cover page of this Official Statement.

The Bonds shall bear interest from the date of their initial delivery at the rates set forth on the inside cover page of this Official Statement. Interest on the Bonds is payable semi-annually on each April 1 and October 1, commencing October 1, 2024. Interest on the Bonds shall be computed on the basis of a 360-day year comprised of twelve 30-day months. U.S. Bank Trust Company, National Association is the Bond Registrar and Paying Agent for the Bonds under the Resolution (in such respective capacities, the "Bond Registrar" and "Paying Agent").

The Bonds will be issued as fully registered bonds initially in book-entry form only, in the denomination of \$5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

The Bonds are being issued within the constitutional debt limit imposed on municipalities in the State of Utah ("State"). See "DEBT STRUCTURE OF THE CITY—General Obligation Debt Information" below.

Security and Sources of Payment

The Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the Bonds as to both principal and interest.

See "FINANCIAL INFORMATION REGARDING THE CITY" and "AD VALOREM TAX SYSTEM" below.

Redemption Provisions

[Optional Redemption. The Bonds maturing on or prior to [April 1, 2034], are not subject to call and redemption prior to maturity. The Bonds maturing on or after [April 1, 2035], are subject to redemption at the option of the City on [April 1, 2034], or on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the City at the redemption price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.]

[<u>Mandatory Sinking Fund Redemption</u>. The Bonds maturing on April 1, 20____ are subject to mandatory sinking fund redemption at a price of 100% of the principal amount thereof plus accrued interest to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (April 1)

Sinking Fund Requirements

Stated Maturity.

If fewer than all of the Bonds maturing April 1, 20____ then Outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the City on the next mandatory sinking fund redemption date for the Bonds maturing on April 1, 20____ and any excess shall be credited against future mandatory sinking fund redemption obligations at the discretion of the City.]

<u>Selection for Redemption</u>. If fewer than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate, each \$5,000 of principal amount of the Bonds being counted as one Bond for this purpose.

Notice and Effect of Redemption. Notice of redemption shall be given by the Bond Registrar by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner thereof (the "Bondowner"), as of the Record Date (described below) of each Bond that is subject to redemption, at the address of such Bondowner as it appears in the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Bondowner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portion of Bonds to be redeemed and that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of such Bonds the principal thereof and interest accrued thereon to the redemption date.

"Record Date" means (i) with respect to each Interest Payment Date, the fifteenth day immediately preceding such Interest Payment Date, or if such day is not a regular Business Day of the Bond Registrar, the next preceding day which is a regular Business Day of the Bond Registrar, and (ii) with respect to any redemption of any Bond, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the mailing of such notice of redemption.

Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the City shall not be required to redeem such bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as described above shall be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

Book-Entry Only System

The Bonds originally will be issued solely in book-entry form to The Depository Trust Company ("DTC"), New York, New York, or its nominee, Cede & Co., to be held in DTC's book-entry system. So long as such Bonds are held in the book-entry only system, DTC or its nominee will be the registered owner or Holder of such Bonds for all purposes of the Bonds and this Official Statement. Purchases of beneficial ownership interests in the Bonds may be made in denominations described above. For a description of the book-entry only system for the Bonds, see "APPENDIX E—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM" herein.

Registration and Transfer

In the event the book-entry only system is discontinued, any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any Bond is surrendered for transfer, the Bond Registrar will certify as to registration and authenticate (if applicable) and deliver a new Bond or Bonds of the same series, designation, maturity and interest rate of other authorized denominations duly executed by the City, for the same aggregate principal amount. Bonds may be exchanged at the principal corporate office of the Bond Registrar for the same aggregate principal amount of Bonds of the same series, designation, maturity, and interest rate of other authorized denominations.

For every such exchange or transfer of the Bonds, the Bond Registrar must assess a charge sufficient to reimburse it for any tax or other charge assessed by the government required to be paid with respect to such exchange or transfer of the Bonds.

The Bond Registrar shall not be required to transfer or exchange any Bond after the Record Date with respect to any interest payment date, to and including such interest payment date or after the Record Date with respect to any redemption of such Bond.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered (initially DTC) in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bonds for the purpose of payment of principal, premium and interest with respect to such Bond and for all other purposes whatsoever.

THE SERIES 2024 PROJECT

Proceeds from the Bonds will be used to pay all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds in connection with the issuance of the Bonds are estimated to be as follows:

Sources of Funds

Par Amount of Bonds	\$
[Net] Reoffering [Premium/Discount]	
Uses of Funds	
Deposit to Construction Fund	\$
Purchaser's discount	
Costs of Issuance ⁽¹⁾	

⁽¹⁾ Includes legal fees, rating agency fees, registrar, paying agent fees, municipal advisor fees, and other miscellaneous costs of issuance.

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DEBT SERVICE SCHEDULE FOR THE BONDS

Fiscal Year	Principal*	Interest	Fiscal Total
2025	\$1,190,000		
2026	1,205,000		
2027	1,265,000		
2028	335,000		
2029	350,000		
2030	370,000		
2031	390,000		
2032	405,000		
2033	425,000		
2034	450,000		
2035	470,000		
2036	495,000		
2037	520,000		
2038	545,000		
2039	575,000		
2040	600,000		
2041	630,000		
2042	665,000		
2043	695,000		
2044	730,000		
2045	770,000		
2046	805,000		
	<u>\$13,885,000</u> *		

* Preliminary; subject to change. (Source: The Municipal Advisor.)

(The remainder of this page intentionally left blank.)

THE CITY

General

The City is located in Washington County approximately 300 miles southwest of Salt Lake City, Utah and approximately 120 miles north of Las Vegas, Nevada. The City was incorporated in 1862. The U.S. Census Bureau estimated its population to be 102,519 as of July 1, 2022. The City covers an area of approximately 75 square miles. For additional information regarding the City, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023" herein.

Form of Government

The City is currently governed by a Mayor and five-member city council (the "City Council"), elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department. The City Council is serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the incorporated City area. Other appointed officials are the City Manager, Budget and Financial Planning Director, Administrative Services Director, Attorney, City Recorder, Treasurer, Police Chief, Fire Chief and other department heads.

Current members of the City Council and other officers of the City and their respective terms in office are as follows:

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		Years in	Expiration
Office	Person	Current Position	of Term
Mayor	Michele Randall ⁽¹⁾	3	December 2025
Councilmember	Jimmie Hughes	13	December 2027
Councilmember	Dannielle Larkin ⁽²⁾	3	December 2027
Councilmember	Steve Kemp ⁽³⁾	1	December 2027
Councilmember	Natalie Larsen ⁽⁴⁾	2	December 2025
Councilmember	Michelle Tanner	2	December 2025
City Manager	John Willis ⁽⁵⁾	1	Non-Elected
Budget and Financial Planning Director	Robert Myers	2	Non-Elected
Administrative Services Director	Trevor A. Coombs	6	Non-Elected
Finance Manager	Tiffany LaJoice ⁽⁶⁾	8	Non-Elected
Parks and Community Services Director	Shane Moore ⁽⁷⁾	3	Non-Elected
City Treasurer	Laura Olson ⁽⁸⁾	7	Non-Elected
City Recorder	Christina Fernandez ⁽⁹⁾	10	Non-Elected
City Attorney	Shawn M. Guzman ⁽¹⁰⁾	20	Non-Elected

⁽¹⁾ Mayor Randall also served as a councilmember for 7 years.

⁽²⁾ Ms. Larkin also served as a Planning Commission member for 4 years.

⁽³⁾ Mr. Kemp was elected in November 2023 and is serving his first term as Councilmember. He previously served as the City's Planning Commissioner for 2 years.

⁽⁴⁾ Ms. Larsen also served as a Planning Commission member for 2 years.

⁽⁵⁾ Mr. Willis also served the City 4 years as Planning & Zoning Manager and 4 years as Community Development Director.

⁽⁶⁾ Ms. LaJoice also served the City for 9 years as Treasurer.

⁽⁷⁾ Mr. Moore also served for 15 years in multiple other roles including, City Horticulturist, Parks Supervisor, Parks Assistant Manager, Parks Manager, and Deputy Director of Leisure Services.

⁽⁸⁾ Ms. Olson also served the City 2 years as a Customer Service Representative, 11 years as Business License Officer, and 1 year as Community Development Office Manager.

⁽⁹⁾ Ms. Fernandez also served the City for 7 years as Payroll Specialist.

⁽¹⁰⁾ Mr. Guzman also served the City for 2 years as the Government Affairs Director.

Employee Workforce and Retirement System

The City currently employs approximately [771] full-time and approximately [578] part-time employees for a total employment of approximately [1,349] employees.

The City is a member of the Utah State Retirement System (the "Retirement System") and participates in a deferred compensation plan. The Retirement System provides retirement benefits, annual cost of living adjustments, death benefits and refunds to plan members and beneficiaries in accordance with retirement statutes established and amended by the Utah State Legislature. For additional information, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements – V. Other Information – F. Employee retirement systems and pension plans."

No OPEB Liability

The City has conducted a review of liabilities that it may owe for post-employment benefits. Based upon such review, the City reports that it does not have any liabilities relating to post-employment benefits.

Risk Management

The City is self-insured up to \$250,000 per claim for general liability, law enforcement liability, and auto liability. Utah Local Governments Trust administers the liability policy above the City's self-insured retention. Property is covered by a blanket all-risk policy with limits of up to \$1,000,000,000 per occurrence, excess of a per occurrence deductible of \$25,000. Utah Local Governments Trust administers the property insurance policy. Power Generation Property Coverage is \$163,037,180, excess of various deductibles and sub-limits. For additional information, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements – V. Other Information – A. Risk Management."

Investment of Funds

Investment of Operating Funds: The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State of Utah (the "State"). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. A significant portion of the City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurer's Fund"), as discussed below.

<u>The Utah Public Treasurers' Investment Fund</u>. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to

ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurer's Fund is reviewed monthly by the State's Money Management Council and audited by the State Auditor.

See "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to The Financial Statements – I. Summary of Significant Accounting Policies" and "– IV. Detailed Notes for All Funds."

Additional Information

For additional information with respect to the City and its finances see "FINANCIAL INFORMATION REGARDING THE CITY," and "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023."

DEBT STRUCTURE OF THE CITY

(As of April 1, 2024)

Outstanding Municipal Indebtedness of the City

General Obligation Bonds

<u>Series</u> 2024 ⁽¹⁾	Purpose Recreation	Original <u>Amount</u> \$13,885,000*	Final <u>Maturity Date</u> April 1, 2046*	Principal Balance <u>Outstanding</u> <u>\$13,885,000</u> *
	ourposes of this Official State minary; subject to change.	ment, the Bonds will	be considered issued and	outstanding.
Sales Tax Rev	enue Bonds			
<u>Series</u> 2023	<u>Purpose</u> City Hall	Original <u>Amount</u> \$10,000,000	Final <u>Maturity Date</u> August 1, 2053	Principal Balance <u>Outstanding</u> <u>\$10,000,000</u>
Excise Tax Re	evenue Bonds			
<u>Series</u> 2017	Purpose Refunding/Airport	Original <u>Amount</u> \$8,675,000	Final <u>Maturity Date</u> June 1, 2034	Principal Balance Outstanding <u>\$6,110,000</u>
Franchise Tax	x Revenue Bonds			
<u>Series</u> 2014 2015 Total .	<u>Purpose</u> Roads Park Improvements	Original <u>Amount</u> \$8,150,000 7,898,000	Final <u>Maturity Date</u> December 1, 2028 June 1, 2025	Principal Balance <u>Outstanding</u> \$3,395,000 <u>1,672,000</u> <u>\$5,067,000</u>
Electric Rever	nue Bonds			
<u>Series</u> 2016 2016B Total	<u>Purpose</u> Refunding Refunding	Original <u>Amount</u> \$40,625,000 10,336,000	Final <u>Maturity Date</u> June 1, 2038 June 1, 2025	Principal Balance <u>Outstanding</u> \$33,740,000 <u>2,433,000</u> <u>\$36,173,000</u>
Water Treatment Revenue Bonds				
<u>Series</u> 2020	<u>Purpose</u> System Improvements	Original <u>Amount</u> \$36,090,000	Final <u>Maturity Date</u> April 1, 2045	Principal Balance <u>Outstanding</u> <u>\$33,385,000</u>

Lease Revenue Bonds⁽¹⁾

		Original	Final	Principal Balance
Series	Purpose	Amount	Maturity Date	Outstanding
2023	Parking	\$10,000,000	November 1, 2054	<u>\$10,000,000</u>

⁽¹⁾ The Municipal Building Authority of the City of St. George, Utah (the "Authority"), was created to build and acquire projects for the City. The Authority has no assets, except for those purchased with the lease revenue bonds described above. The Authority's debt does not constitute legal debt of the City within the meaning of any constitutional or statutory limitation of the City. The Authority and the City have entered into an annual lease that may be terminated by the City in any year and lease payments by the City may be made only from funds that are annually budgeted and appropriated by the City for such purposes. The lease revenue bonds of the Authority are secured by an assignment of the City's lease payments and a security interest in the project financed by such bonds.

No Defaulted Bonds

The City has never failed to pay principal and interest when due on any of its bonds, notes or other financial obligations.

Future Debt Plans

[The City anticipates issuing approximately \$15,000,000 of additional general obligation bonds pursuant to the authorization of the Bond Election within the next three years.]

Other Financial Considerations

The City has entered into various other agreements to finance its capital needs including capital leases. See "APPENDIX A — CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements – IV – Detailed Notes for all Funds – G. Leases Payable" herein.

General Obligation Debt Information

[For information on the City's general obligation debt and related information as of fiscal year 2023, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Statistical Section," specifically: (i) Ratios of General Bonded Debt Outstanding (page 170); (ii) Direct and Overlapping General Obligation Debt (page 171); (iii) Legal Debt Margin Information (page 172), general obligation debt limit and additional debt incurring capacity, see herein.] [*For discussion*.]

See also "AD VALOREM TAX SYSTEM—Uniform Fees" and "—Taxable Value and Estimated Fair Market Value of Property in the City" herein.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the cities of the State in particular.

See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITY OF ST. GEORGE FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements, Note 1–Summary of Significant Accounting Policies" herein.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 30 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year. See the section "AD VALOREM TAX SYSTEM—Tax Levy and Collection" below for a description of certain matters relating to the City's ability to levy and collect general property taxes and the procedures applicable to such levy and collection.

Sources of Governmental Fund Revenues

See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITY OF ST. GEORGE FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Notes to the Financial Statements, Note 1–Summary of Significant Accounting Policies" herein.

Management's Discussion and Analysis

In accordance with government accounting standards, the City prepares a discussion and analysis of its operations. The management's discussion and analysis of its operations for the fiscal year ended June 30, 2023 is included in the City's audit. See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF CITY OF ST. GEORGE FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Management's Discussion and Analysis" herein.

Five-Year Financial Summaries

For five-year financial summaries of the City's General Fund balance sheet, governmental activities statement of net position, and total governmental funds statement of revenues, expenditures and changes in fund balances, see pages 197, 198, and 199 of "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023" herein.

AD VALOREM TAX SYSTEM

Tax Levy and Collection

The Utah State Tax Commission (the "State Tax Commission") must assess all centrally assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally assessed property before May 22 of each year. Before May 25, the State Tax Commission apportions the value of centrally assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 30 except as described below for rates in excess of the certified tax rate. County auditors must forward to the State Tax commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, notify the taxing entity that the rate has been lowered, and notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county board of equalization will meet to hear complaints. Within 30 days following the mailing of the notice, taxpayers owning property assessed by a county assessor may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county board of equalization must render a decision on each appeal no later than October 1, (with extensions requiring State Tax Commission approval). Such decision may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally assessed property, or any county with a showing of reasonable cause, may apply to the State Tax Commission on or before June 1 for a hearing to contest the assessment of centrally-assessed property. The State Tax Commission must render a written decision within 120 days following completion of the hearing and submission of all post hearing briefs. The county auditors must make a record of all changes, corrections and orders and, before November 1, must deliver the corrected assessment rolls to their respective county treasurers. By November 1, the county treasurers are to furnish to each taxpayer a notice containing the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year the property is subject to a detailed review. Taxes are due November 30 or, if a Saturday, Sunday, or holiday, the following business day.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on the tenth day of each month. Delinquent taxes are subject to a penalty of 2.5% of the amount of the taxes or \$10.00 whichever is greater. However, if the delinquent taxes and penalty are paid on or before January 31 of the following year, the penalty is only 1% of the amount of the delinquent taxes or \$10, whichever is greater. The amount of delinquent taxes and penalty bears interest at the federal discount rate in effect on January 1, plus 6% from January 1 until paid, but can be no less than 7% and no more than 10%. If after four years from the date the taxes become delinquent and taxes have not been paid, the affected county may advertise and sell the property at a tax sale.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so by resolution, but only after holding a properly noticed public hearing. Generally, the certified tax rate is the rate necessary to generate the same property tax revenue that the taxing entity collected for the prior year, with certain exclusions. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year less the amount of increase to locally assessed real property taxable value. With certain exclusions, the certified tax rate for the minimum school levy, debt service voted on by the public, and certain state

and county assessing and collecting levies are the actual levies imposed for such purposes and no hearing is required for these levies.

On or before July 22 of the year in which such an increase is proposed, notice of the public hearing must be mailed to all property owners and, in most cases, must be advertised electronically and by publication. The notice of the hearing must state, among other things, the value of the property, the time and place of the public hearing, and the tax impact of the proposed increase.

Ad Valorem Tax System

The Property Tax Act, Title 59, Chapter 2, Utah Code (the "Property Tax Act"), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Determinations of "fair market value" shall take into account the current zoning laws applicable to the property in question. Section 3 of Article XIII of the State Constitution (the "State Constitution") provides that the State Legislature may by law exempt from taxation up to 45% of the fair market value of residential property as defined by law. Pursuant to this provision, the State Legislature enacted legislation which became effective on January 1, 1995 providing that the "fair market value" of primary residential property will be reduced by 45%. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the State Tax Commission shall assess certain types of property ("centrally-assessed property"), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad) properties, (iii) airline operating properties, (iv) geothermal properties and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property ("locally-assessed property") is required to be assessed by the county assessor of the county in which such locally-assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Many areas within the State have agricultural farmland devoted to the raising of useful plants and animals. For general property tax purposes, agricultural land is assessed based on statutory requirements and the value which the land has for agricultural use or on its agricultural value.

<u>Uniform Fees</u>. An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on either the age or the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 12,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee, and motor homes, for which the uniform fee is 1.0% of the fair market value. Motor vehicles weighing 12,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger-type vehicles and ranges from \$10 to \$150, depending on the age of the vehicle. Recreational vehicles, motorcycles, watercraft (except large watercraft), snowmobiles and certain small motor vehicles required to be registered with the State are also subject to an aged-based fee that ranges from \$10 to \$700, depending on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Taxable Value of Property in the City and Related Information

[For information on taxable and estimated actual value of property in the City and related information regarding property tax rates and collections as of fiscal year 2023, see "APPENDIX A—CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023—Statistical Section," specifically: (i) Principal Taxable Properties (page 164); (ii) Summary of Taxable Value (page 165); (iii) Assessed Value and Estimated Actual Value of Property (166); (iv) Property Tax Rates – Direct and Overlapping Governments (page 167); and (v) Property Tax Levies and Collections (page 168), herein.] [*For discussion*.]

SALES AND USE TAX

Sales and Use Tax

The following information with respect to certain sales and use tax revenues is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Bonds are not secured by any pledge of sales and use tax revenues.

The Title 59, Chapter 12, Part 2 of the Utah Code (the "Local Sales and Use Tax Act") provides that each city and town in the State may levy a local sales and use tax of up to 1.00% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1.00%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1.00%. The City currently levies sales and use taxes at the full rate of 1.00%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenues to municipalities that is to be used to finance their capital outlay requirements and to service their bonded indebtedness.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services (except that only 1.75% is levied on unprepared food and food ingredients and sales of natural gas, electricity and fuel oil for residential use are taxed at a statewide rate of 2.00%). The taxable transactions and the exemptions under the Local Sales and Use Tax Act conform to those of the statewide sales and use tax.

Sales tax is imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. Use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

In addition to the sales and use taxes described above, counties and cities in the State are authorized to impose sales and use taxes to fund a public transportation system, for zoo, art and parks purposes and at the option of the county for general fund purposes of the county. Washington County imposes sales and use taxes for public transportation, for zoo, art and parks purposes, and for general fund purposes of Washington County. The total sales and use tax imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by Washington County) is 6.75%.

Local sales and use taxes, including the Pledged Sales and Use Tax Revenues, are collected by the Utah State Tax Commission and distributed on a monthly basis to each county, city and town. The distributions are based on a formula, which provides that (1) 50% of sales tax collections will be distributed on the basis of the population of the local government and (2) 50% of sales tax collections will be distributed on the basis of the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula is subject to the provision that certain qualifying cities and towns are eligible to receive a minimum tax revenue distribution (the "Minimum Distribution") if such amount is greater than the 50/50 Distribution.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding him or her to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Utility Franchise Taxes and Fees

The following information with respect to certain franchise tax revenues is included in this Official Statement to provide background information relating to a source of general fund revenues of the City. As described herein, the Bonds are not secured by any pledge of franchise tax revenues.

Under Utah law, municipalities have the authority to impose a tax, license, fee, license fee, license tax, energy sales and use tax or similar charge at a rate not exceeding 6% of gross revenues of public utilities collected within the boundaries of the municipality (or, in the case of gas and electric service providers, not exceeding 6% of the "delivered value" of "taxable energy"). Utilities upon which these taxes and fees may be levied include telephone, natural gas, electric energy service companies and city public utilities. Utility franchise taxes and fees are collected by the utility and remitted on a monthly basis to the local government. Energy sales and use taxes are, in certain circumstances, remitted by the energy service provider to the State Tax Commission and then to the municipality.

State law also provides that a municipality may levy on, and provide that there is collected from, a telecommunications provider a municipal telecommunications license tax on the telecommunications provider's gross receipts from telecommunications service that are attributed to the municipality. The municipal telecommunications license tax may be imposed at a rate of up to 3.5% of the telecommunications provider's gross receipts from telecommunications service that are attributed to the municipality. The City levies such tax at the maximum rate of 3.5%. [The Utah State Tax Commission collects such taxes on the City's behalf and remits them to the City on a monthly basis.]

LEGAL MATTERS

General

The authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Bond Counsel to the City. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the City. Certain legal matters will be passed upon for the City by Shawn M. Guzman, the City Attorney. The approving opinion of Bond Counsel will be delivered with the Bonds. A copy of the opinion of Bond Counsel in substantially the form set forth in APPENDIX B of this Official Statement will be made available upon request from the contact person as indicated under "INTRODUCTION—Contact Persons" above.

Absence of Litigation

The City Attorney has officially advised that, to the best of his knowledge after due inquiry, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the Bonds.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

No Bank Qualification. The Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

State of Utah Tax Exemption. The interest on the Bonds is exempt from State of Utah individual income taxes.

Bond counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond.

Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange, or Retirement of Bonds. Upon the sale, exchange, or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MUNICIPAL ADVISOR

The City has engaged LRB Public Finance Advisors, Inc., Salt Lake City, Utah (the "Municipal Advisor"), to provide financial recommendations and guidance to the City with respect to preparation for sale of the Bonds, timing of sale, tax-exempt bond market conditions, costs of issuance and other factors relating to the sale of the Bonds. The Municipal Advisor has read and participated in the drafting of certain provisions of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Bonds.

BOND RATING

S&P Global Ratings ("S&P") has assigned a municipal bond rating of "[___]" to the Bonds. An explanation of such rating may be obtained from the agency furnishing such rating. There is no assurance that any rating assigned to the Bonds will be maintained for any period of time or that such rating may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE UNDERTAKING

The City will undertake for the benefit of the Bondholders and the beneficial owners of the Bonds to provide certain annual financial information and operating data and notice of certain material events to the Municipal Securities Rulemaking Board all in order to assist the Purchaser in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See "APPENDIX D" attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

[Within the past five years, the City has not complied fully with undertakings it has executed pursuant to the Rule and reports the following: (i) the City filed certain operating data related to its general obligation bonds and water revenue bonds for fiscal year 2018 late and did not file a notice regarding the late filing on EMMA and (ii) the City failed to file a notice related to the Moody's March 2022 upgrade of Assured Guaranty Municipal Corp., which insures the City's Electric Revenue Refunding Bonds, Series 2016, which notice was subsequently filed.] [*To be updated as needed*.]

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Resolution and beneficial owners of the Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING— Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

MISCELLANEOUS

Independent Accountants

The financial statements of the City as of June 30, 2023, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by HintonBurdick, PLLC ("HintonBurdick"), independent auditors, as stated in their report included in APPENDIX A hereto. HintonBurdick has not been asked to consent to the use of its name and audited financial statements in this Official Statement or to perform any procedures in connection with the issuance of the Bonds.

Additional Information

All quotations contained herein from and summaries and explanations of, the State Constitution, statutes, programs and laws of the State, court decisions and the Resolution, do not purport to be complete, and the reference is made to said State Constitution, statutes, programs, laws, court decisions and the Resolution for full and complete statements of their respective provisions.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representation of fact.

The appendices attached hereto are an integral part of this Official Statement and should be read in conjunction with the foregoing material.

This Preliminary Official Statement is in a form "deemed final" by the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

This Official Statement and its distribution and use have been duly authorized by the City.

CITY OF ST. GEORGE, UTAH

APPENDIX A

CITY OF ST. GEORGE, UTAH ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023

APPENDIX B

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING WASHINGTON COUNTY

The following information is provided solely as background information regarding Washington County, the general area in which the City is located. The Bonds are not an obligation of the County. Please see APPENDIX A for additional financial and statistical information regarding the City.

The County is situated in the southwestern part of Utah. It is bordered by Iron County to the north, Kane County to the East, Nevada to the West, and Arizona to the South. The County is 2,422 square miles in area. Washington County is one of the fastest growing areas of the country. The County provides a mild winter climate, beautiful scenery, and a comfortable lifestyle. The County's economy is based upon tourism, education, services, trade, and construction. Zion National Park is encompassed within the County.

Population of County and State

Year	<u>County</u>	% Increase	State	% Increase
2022 Estimate	197,680	3.24%	3,380,800	1.25%
2021 Estimate	191,476	6.21	3,339,113	2.06
2020 Census	180,279	1.53	3,271,616	2.05
2019 Estimate	177,556	3.49	3,205,958	1.66
2018 Estimate	171,567	3.40	3,153,550	3.67
2017 Estimate	165,929	4.13	3,101,042	1.95
2016 Estimate	159,352	3.04	3,041,868	2.01
2015 Estimate	154,650	2.36	2,981,835	1.53
2014 Estimate	151,081	2.79	2,936,879	1.35
2013 Estimate	146,987	1.98	2,897,640	1.55
2012 Estimate	144,139	_	2,853,375	_
2010 Census	138,115	52.90%	2,763,885	23.80%
2000 Census	90,354	86.1	2,233,169	29.6

Note: The Census counts are as of April 1 of such year; the annual population estimates are as of July 1 of the year given.

(Source: U.S. Census Bureau.)

Rate of Unemployment – Annual Averages

Year	<u>County</u>	State	United States
2022	2.5%	2.3%	3.6%
2021	2.9	2.7	5.3
2020	5.3	4.7	8.1
2019	3.0	2.6	3.7
2018	3.3	3.0	3.9
2017	3.5	3.3	4.4
2016	3.7	3.4	4.9
2015	4.1	3.6	5.3
2014	4.4	3.8	6.2
2013	5.5	4.6	7.4

(Source: Utah Department of Workforce Services; U.S. Bureau of Labor Statistics.)

Economic Indicators

	2022	2021	2020	2019	2018
<u>LABOR FORCE</u> (1) Labor Force (annual average)	87,249	83,600	<u>2020</u> 80,053	<u>2019</u> 76,786	<u>2018</u> 74,671
Employed (annual average)	85,075	81,174	75,746	74,521	72,265
Unemployed (annual average)	2,174	2,426	4,307	2,265	2,406
Unemployment Rate	2.5%	2.9%	5.4%	2.205	3.2%
Average Employment (Non-Farm	2.570	2.770	5.470	2.770	5.270
Jobs)	80,995	77,095	71,549	70,796	68,439
% Change Prior Year	5.06	7.75	1.06	3.44	8.48
Average Employment by Sector:	2.00	1.10	1.00	5.77	0.70
Agriculture, Forestry,					
Fishing & Hunting	103	115	134	116	114
Mining	524	417	293	240	253
Utilities	272	253	241	243	234
Construction	9,923	9,286	8,805	7,873	7,569
Manufacturing	4,097	3,932	3,735	3,483	3,411
Wholesale Trade	1,874	1,406	1,300	1,347	1,278
Retail Trade	11,265	11,198	10,189	10,493	9,958
Transportation and Warehousing	4,813	4,774	4,542	4,680	4,525
Information	951	867	803	873	934
Finance and Insurance	1,628	1,684	1,752	1,629	1,631
Real Estate and Rental and Leasing	1,276	1,227	1,137	1,046	928
Professional, Scientific	,	,	,	,	
& Technical Services	3,456	3,235	3,001	2,826	3,291
Management of Companies		,	2		,
and Enterprises	169	213	206	158	88
Administrative, Support,	3,534				
Waste Mgmt, & Remediation		3,370	2,841	2,755	2,665
Education Services	6,533	6,135	5,812	5,894	5,688
Health Care and Social Assistance	12,821	12,442	12,125	11,829	11,090
Arts, Entertainment, and Recreation	2,524	2,349	1,954	2,157	2,085
Accommodation and Food Services	9,961	9,273	8,106	8,644	8,388
Other Services and Unclassified					
Establishments	2,508	2,348	2,145	2,118	1,925
Public Administration	2,762	2,572	2,427	2,391	2,385
Total Establishments	7,906	7,933	7,319	6,897	6,531
Total Wages (\$Millions)	3,609.4	3,237.8	2,894.5	2,651.9	2,495.5
INCOME AND WAGES	2022	2021	2020	2019	2018
Total Personal Income (\$000) (2)	\$10,031,391	\$9,463,674	\$8,255,866	\$7,423,326	\$6,805,916
Per Capita Income (2)	50,746	49,425	45,360	42,324	40,070
Median Household Income (2)	75,572	63,639	71,904	64,388	57,069
Average Monthly Nonfarm Wage (1)	\$3,714	\$3,500	\$3,371	\$3,122	\$3,039
SALES & CONSTRUCTION	2022	2021	2020	2019	2019
Gross Taxable Sales (\$000) (3)	6,784.6	6,217.2	4,886.8	4,204.6	<u>2018</u> 3,946.5
New Dwelling Units (4)	3,445	3,835	4,880.8	4,204.0	3,940.3 2,684
Total Construction Value (\$000) (4)	3,445 1,148,550.4	3,833 1,034,810.3	939,398.7	5,400 804,788.8	2,084 704,652.1
New Residential Value (\$000) (4)	640,932.2	770,836.6	939,398.7 700,804.4	615,770.9	462,098.1
New Nonresidential Value (\$000) (4)	432,813.6	228,764.1	131,031.4	165,146.3	402,098.1 189,404.6
10000 (4)	TJ2,015.0	220,704.1	151,051.4	105,140.5	109,404.0

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2023; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

Major Employers in the County

(Average Annual Employment 250 and above)

Company Name	Type of Business	Employee Range
Wal-Mart Associates	Retail Supercenters	4,000-4,999
Intermountain Health Care	Health Care and Social Assistance	3,000-3,999
Washington School District	Elementary and Secondary Schools	3,000-3,999
Dixie State University	Higher Education	1,000-1,999
St. George City	Local Government	1,000-1,999
Home Depot	Home Center	500-999
Skywest Airlines	Air Transportation	500-999
State of Utah	State Government	500-999
Washington County	Local Government	500-999
City of Washington	Local Government	250-499
US Postal Service	Postal Service	250-499
Stephen Wade Auto Center	New Car Dealer	250-499
Harmon's	Grocery Retailer	250-499
Costco Wholesale	Warehouse Club	250-499
Red Mountain Resort	Hotel	250-499
Family Dollar	Other Warehousing and Storage	250-499
Andrus Transportation Services	General Freight Trucking	250-499
Sunroc Corporation	Construction Sand and Gravel mining	250-499
ARO (Associated Food Stores)	Grocery Retailer	250-499
United Parcel Service	Courier and Express Delivery Service	250-499
Smith's Food & Drug	Grocery Retailer	250-499
TG Administration	Golf Courses and Country Clubs	250-499
Zion's Bank	Commercial Banking	250-499
Orgill	Hardware Merchant Wholesalers	250-499
DM Holding	Limited-Service Restaurants	250-499
Litehouse	Food Manufacturing	250-499
Paparazzi	Jewelry Merchant Wholesaler	250-499
Tuacahn Center for the Arts	Performing Arts Facility	250-499

(Source: Utah Department of Workforce Services; last updated October, 2023.)

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Bonds, Gilmore & Bell, P.C., Bond Counsel to the City, proposes to issue its approving opinion in substantially the following form:

We have acted as bond counsel for City of St. George, Utah (the "Issuer"), in connection with the issuance by the Issuer of its <u>General</u> Obligation Bonds, Series 2024 (the "Bonds") pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended; (ii) a resolution of the Issuer adopted on March 7, 2024 (the "Resolution"), which provides for the issuance of the Bonds; (iii) a bond election held within the Issuer on November 21, 2023; and (iv) other applicable provisions of law. The Bonds are being issued for the purpose of (a) financing all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the Issuer for the purpose of connecting communities and revitalizing existing facilities and (b) paying expenses incurred in connection with the issuance of the Bonds.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Resolution has been duly adopted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

2. The Bonds are valid and binding general obligations of the Issuer for the payment of which the full faith and credit of the Issuer are pledged and for the payment of which ad valorem taxes may be levied on all taxable property within the boundaries of the Issuer without limit as to rate or amount.

3. The interest on the Bonds [(including any original issue discount properly allocable to an owner thereof)] is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

4. The interest on the Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Bonds.

The rights of the holders of the Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by City of St. George, Utah (the "City"), in connection with the issuance of the City's General Obligation Bonds, Series 2024 in the aggregate principal amount of §______ (the "Bonds"). The Bonds are being issued pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (ii) a resolution of the City adopted on March 7, 2024 (the "Resolution"), which provides for the issuance of the Bonds; (iii) a bond election held within the City on November 21, 2023; and (iv) other provisions of law.

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined Rule and the only "obligated person" with respect to the Bonds. In connection with the aforementioned transaction, the City covenants as follows:

Section 1. <u>Purpose of the Disclosure Undertaking</u>. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. <u>Definitions</u>. In addition to the definitions set forth in the Resolution or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report of the City" means the Annual Report of the City provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean, initially, the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington D.C. 20005-3314; Telephone (202) 838-1500, and the website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the City dated _____, 2024, relating to the Bonds.

"Participating Underwriter" shall mean the original underwriter of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. <u>Provision of Annual Reports</u>.

(a) The City shall prepare an Annual Report of the City and shall, or shall cause the Dissemination Agent to, not later than two hundred (200) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ended June 30, 2024, provide or cause to be provided to the MSRB, the Annual Report of the City which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) business days prior to said date, the City shall provide the Annual Report of the City to the Dissemination Agent. In each case, the Annual Report of the City may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(f).

(b) If by fifteen (15) business days prior to the date specified in Section 3(a) for providing the Annual Report of the City to the MSRB, the Dissemination Agent has not received a copy of the Annual Report of the City, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report of the City has been provided to the MSRB by the dates required in Sections 3(a) and 3(b), the Dissemination Agent, or if there is no Dissemination Agent, the City shall, in a timely manner, send a notice of a failure to file the Annual Report of the City to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report of the City, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) file reports with the City, as appropriate, certifying that its Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. <u>Content of Annual Reports</u>. The Annual Report of the City shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report of the City and audited financial statements will be provided when and if available.

(b) [An update of the information of the type contained in the Official Statement under the headings "DEBT STRUCTURE OF THE CITY—Outstanding Municipal Indebtedness of the City," "— General Obligation Debt Information," and "AD VALOREM TAX SYSTEM—Taxable Value of Property in the City and Related Information."]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. <u>Reporting of Significant Events</u>.

(a) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner but not more than ten (10) business days after the event:

- (i) Principal and interest payment delinquencies;
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (vi) Defeasances;
- (vii) Tender offers;
- (viii) Bankruptcy, insolvency, receivership or similar proceedings;
- (ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds in a timely manner not more than ten (10) business days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

- (ii) Appointment of a successor or additional trustee or the change of the name of a trustee;
- (iii) Non-payment related defaults;
- (iv) Modifications to the rights of the owners of the Bonds;
- (v) Bond calls;
- (vi) Release, substitution or sale of property securing repayment of the Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 5(f).

(e) If the City determines that a Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to Section 5 (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in a timely manner but in no case not more than ten (10) business days after the Listed Event.

Section 6. <u>Termination of Reporting Obligation</u>. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. <u>Dissemination Agent</u>. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the City.

Section 8. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Report of the City for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. <u>Additional Information</u>. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Report of the City or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no

obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report of the City or notice of occurrence of a Listed Event.

Section 10. <u>Default</u>. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. The sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. <u>Duties Immunities and Liabilities of Dissemination Agent</u>. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. <u>Beneficiaries</u>. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. <u>Counterparts.</u> This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: , 2024.

(SEAL)

CITY OF ST. GEORGE, UTAH

By:_____

Mayor

ATTEST:

City Recorder

APPENDIX E

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

TERMS CERTIFICATE OF THE CITY OF ST. GEORGE, UTAH

Pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and the authority delegated in the resolution adopted by the City Council (the "Council") of the City of St. George, Utah (the "City") on March 7, 2024 (the "Resolution"), authorizing the issuance and sale of the City's General Obligation Bonds, Series 2024 (the "Bonds"), the undersigned Designated Officer hereby approves the following terms of the Bonds and related matters, as delegated to the undersigned by the Resolution:

1. The name of the bonds shall be "General Obligation Bonds, Series 2024";

2. The final principal amount of \$______ for the Bonds;

3. The maturity dates, principal amounts, and interest rates for the Bonds set forth in <u>Schedule A</u> attached hereto;

4. The aggregate price to be paid by ______ as the winning bidder for the Bonds pursuant to a competitive bidding process, shall be \$______ (representing the par amount of the Bonds, plus a reoffering premium of \$______, less an underwriter's discount of \$______);

5. The final redemption provisions for the Bonds are as set forth in <u>Schedule B</u> attached hereto;

6. The Paying Agent and Bond Registrar shall be U.S. Bank Trust Company, National Association;

7. Of the $_$ received as the purchase price for the Bonds, $_$ shall be deposited into a separate construction fund of the City for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities, and the remaining $_$ shall be deposited into a separate account therefor with U.S. Bank Trust Company, National Association and disbursed to the payees described in the final closing memorandum prepared by LRB Public Finance Advisors, Inc., as municipal advisor to the City, for the purpose of paying the costs of issuance of the Bonds, all as approved by the Financial Officer, provided that any moneys remaining in such account sixty (60) days subsequent to the date of the initial delivery of the Bonds shall be deposited into the construction fund; and

8. The term "Interest Payment Date" (as defined in the Resolution) shall mean each ______.

All capitalized terms used, but not defined herein, shall have the meanings assigned by the Resolution unless the context hereof requires otherwise.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this _____, 2024.

THE CITY OF ST. GEORGE, UTAH

Designated Officer

SCHEDULE A

\$_____ CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BONDS, SERIES 2024

Maturity Date				
<u>()</u>	Coupon	Principal Amount	Price	Dollar Price

SCHEDULE B

FINAL REDEMPTION TERMS OF BONDS

The Bonds maturing on and after ______ are subject to redemption prior to maturity in whole or in part at the option of the City on ______ or on any date thereafter, from such maturities or parts thereof as shall be selected by the City at the redemption price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest (if any) thereon to the redemption date.

BOND PURCHASE AGREEMENT

\$[PAR] CITY OF ST. GEORGE, UTAH GENERAL OBLIGATION BONDS, SERIES 2024

[____], 2024

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

Ladies and Gentlemen:

The undersigned [underwriter] (the "Underwriter"), offers to enter into this bond purchase agreement (the "Purchase Agreement") with City of St. George, Utah (the "City"), which will be binding upon the City and the Underwriter upon the acceptance hereof by the City. This offer is made subject to its acceptance by the City by execution of this Purchase Agreement and its delivery to the Underwriter on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the hereinafter defined Official Statement.

1. <u>Purchase and Sale</u>. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the City hereby agrees to sell and cause to be delivered to the Underwriter, all (but not less than all) of the City's \$[PAR] aggregate principal amount of General Obligation Bonds, Series 2024 (the "Bonds") at a purchase price of \$[_____] (representing the par amount of the Bonds, plus \$[_____] of [net] original issue premium and less \$[_____] of Underwriter's discount).

2. <u>Description and Purpose of the Bonds</u>. The City has authorized the issuance of the Bonds by a resolution duly adopted by the City Council of the City on March 7, 2024 (the "Bond Resolution"). The Bonds shall be issued under and secured by the Bond Resolution. The Bonds will be dated the date of Closing (as hereinafter defined) and will be executed by the Mayor and City Recorder of the City. The Bonds shall mature on the dates and in the amounts and shall bear interest as set forth on <u>Exhibit A</u> hereto and shall be as more particularly described in the Bond Resolution and the Official Statement dated [____], 2024, relating to the Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement").

The Bonds are being executed and delivered to (a) finance all or a portion of the costs of acquiring, constructing, and improving trails, parks and recreation facilities and amenities throughout the City for the purpose of connecting communities and revitalizing existing facilities (the "Series 2024 Project") and (b) to pay expenses reasonably incurred in connection with the authorization and issuance of the Bonds.

3. <u>Public Offering</u>. The Underwriter agrees to make an initial public offering of all the Bonds at the public offering prices (or yields) set forth in the Official Statement. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as they deem necessary in connection with the marketing of the Bonds. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering price or prices set forth in the hereinafter referred to Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such transactions, if commenced, at any time.

4. <u>Establishment of Issue Price</u>.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as <u>Exhibit B</u>, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City, and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

Except as otherwise set forth in Exhibit A attached hereto, the City will treat (b) the price at which the first 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price at which they have sold to the public the Bonds of each maturity sufficient to satisfy the 10% Test. If, as of the execution of this Purchase Agreement, the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it subsequently sells unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity; provided that the Underwriter's reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in <u>Exhibit A</u> attached hereto, except as otherwise set forth therein. <u>Exhibit A</u> also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "Hold-The-Offering-Price Rule"). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering

price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5^{th}) business day after the sale date whether when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such thirdparty distribution agreement, as applicable,

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that either the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

The City acknowledges that, in making the representations set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including but not limited to the Hold-The-Offering-Price Rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any brokerdealer that is a party to a third-party distribution agreement, to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (B) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Delivery of Official Statement. Pursuant to the authorization of the City, the 5. Underwriter has distributed copies of the Preliminary Official Statement dated [April 8], 2024 relating to the Bonds, which, together with the cover page and appendices thereto, is herein called the "Preliminary Official Statement." By its acceptance of this proposal, the City hereby approves and ratifies the distribution and use by the Underwriter of the Preliminary Official Statement. The City agrees to deliver a final Official Statement in substantially the same form as the Preliminary Official Statement with final terms of the Bonds filled in and with such changes as may be made thereto, with the consent of the City and the Underwriter, and to provide an electronic copy thereof to the Underwriter as set forth in section 7(m) hereof. The City hereby authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds: the Preliminary Official Statement, the Official Statement, the Bond Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined) and other documents to which the City is a party in connection with the transactions contemplated by this Purchase Agreement, including this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

6. <u>The Closing</u>. At 9:30 a.m., Utah time, on [April 25], 2024 or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Underwriter, the City will cause to be executed and delivered (i) the Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. ("Bond Counsel") in Salt Lake City, Utah, or another place to be mutually agreed upon by the City and the Underwriter. The Underwriter will accept such delivery of the Bonds and pay the purchase price of such Bonds as set forth in section 1 hereof in immediately available funds to the order of the City. This payment for and delivery of the Bonds, together with the execution and delivery of the aforementioned documents, is herein called the "Closing."

7. <u>City Representations, Warranties and Covenants</u>. The City represents, warrants and covenants to the Underwriter that:

(a) <u>Due Organization, Existence and Authority</u>. The City is a political subdivision of the State of Utah (the "State"), with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Bond Resolution, and the Continuing Disclosure Undertaking (collectively, the "City Documents") and to carry out and consummate the transactions contemplated by the City Documents and the Official Statement.

(b) <u>Due Authorization and Approval</u>. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations contained or described in, the Preliminary Official Statement, the Official Statement and the City Documents, and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, and assuming the authorization, execution and delivery by the other parties thereto (where applicable), each City Document and the Bonds will constitute the legally valid and binding obligation of the City enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the City.

(c) <u>Official Statement Accurate and Complete</u>. The Preliminary Official Statement was as of its date, and the Official Statement is as of the date hereof, true and correct in all material respects, and the Preliminary Official Statement and the Official Statement contain no misstatement of any material fact and do not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC and DTC's book-entry system). The City Council has been provided a copy of the Preliminary Official Statement.

(d) <u>Underwriter's Consent to Amendments and Supplements to Official</u> <u>Statement</u>. The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) Agreement to Amend or Supplement Official Statement. If after the date of this Purchase Agreement and until 25 days after the end of the "underwriting period" (as defined in Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12")), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Bonds to reflect such event, the City promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the City shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with Municipal Securities Rulemaking Board. The Underwriter acknowledges that the end of the "underwriting period" will be the date of Closing, unless the City is otherwise notified in writing by the Underwriter.

(f) <u>No Material Change in Finances</u>. Except as otherwise described in the Official Statement, there have not been any material adverse changes in the financial condition of the City since June 30, 2023.

No Breach or Default. As of the time of acceptance hereof, (A) the City is (g) not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the City, and (B) the City is not, in any manner which would materially adversely affect the transactions contemplated by the City Documents, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the City or the United States, or any applicable judgment or decree or any material trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the City Documents, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the City Documents and compliance with the provisions of each of such agreements or instruments do not in any manner which would materially adversely affect the transactions contemplated by the City Documents, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the City (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the City Documents.

No Litigation. As of the time of acceptance hereof, no litigation, with merit, (h) in the State or federal court has been served on the City or, to the best knowledge of the City after due investigation, is threatened (A) in any way questioning the legal existence of the City or the titles of the officers of the City to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes or contesting the powers of the City to enter into the City Documents; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the City or to its ability to pay the debt service payments on the Bonds when due; or (D) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit,

proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(i) <u>Further Cooperation; Blue Sky</u>. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as it may reasonably request in order (A) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the City shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(j) <u>Consents and Approvals</u>. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the City of its obligations in connection with, the City Documents have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(k) <u>No Other Obligations</u>. Between the date of this Purchase Agreement and the date of Closing and except as otherwise disclosed in the Official Statement, the City will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities.

(1) <u>Certificates</u>. Any certificate signed by any official of the City and delivered to the Underwriter shall be deemed to be a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) <u>Compliance with Rule 15c2-12</u>. The Preliminary Official Statement heretofore delivered to the Underwriter has previously been and is hereby deemed final by the City as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The City hereby covenants and agrees that, within seven business days from the date hereof, the City shall cause a final form of the Official Statement to be delivered to the Underwriter in a form sufficient to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board. The City hereby confirms that it does not object to the distribution of the Official Statement in electronic form and ratifies and confirms the distribution of the Preliminary Official Statement in electronic form. The City hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy their obligations under the rules and regulations of the Municipal Securities Rulemaking Board and the U.S. Securities and Exchange Commission ("SEC"). (n) <u>Continuing Disclosure</u>. Except as noted in the Official Statement, within the last five years the City has been in material compliance with all continuing disclosure undertakings that it has entered into pursuant to Rule 15c2-12. The City will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth as Appendix [D] to the Official Statement.

8. <u>Closing Conditions</u>. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the City of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) <u>Bring-Down Representation</u>. The representations, warranties and covenants of the City contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) <u>Executed Agreements and Performance Thereunder</u>. At the time of the Closing (i) the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) the City shall perform or have performed its obligations required or specified in the City Documents to be performed at or prior to Closing, and (iii) the Official Statement shall not have been supplemented or amended, except pursuant to paragraphs 7(d) and 7(e) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(c) <u>No Default</u>. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Bond Resolution or any other agreement or document pursuant to which any of the City's material financial obligations were issued and the City shall not be in default in the payment of principal or interest on any of its material financial obligations.

(d) <u>Termination Events</u>. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification of the Underwriter to the City if at any time at or prior to the Closing:

(i) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(ii) the marketability of the Bonds or the market price thereof, or the ability of the Underwriter to enforce contracts for the sale at the initial offering prices set forth in the Official Statement, in the opinion of the Underwriter, have been materially adversely affected by an amendment to the Constitution of the United States or by any legislation in or by the Congress of the United States, or

the amendment of legislation pending as of the date of this Purchase Agreement in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority; or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(iv) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the execution, delivery, offering or sale of obligations of the general character of the Bonds, or the execution, delivery, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Bond Resolution needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter' ability to trade the Bonds; or

(vi) a general banking moratorium shall have been established by federal or state authorities, or a major financial crisis or any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or (vii) there shall have occurred (a) any new outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis in financial markets, (b) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations, or (c) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, City or other political subdivision located in the United States having a population of over 1,000,000; or

(viii) the withdrawal or downgrading of any rating of the Bonds or other debt securities of the City by Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings ("S&P"), or Fitch Ratings ("Fitch") or any formal statement shall be published, such as being placed on "credit watch" with negative implications or "negative outlook" or similar qualification, with respect to the Bonds or other debt securities of the City; or

(ix) any event occurring, or information becoming known that, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(x) any litigation or proceedings shall be pending or threatened contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which there were made, not misleading; or

(xi) there shall be in force a general suspension of trading on the New York Stock Exchange, which suspension materially adversely affects the ability of the Underwriter to market, sell or deliver the Bonds; or

(xii) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires an amendment of or supplement to the Official Statement, and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Bonds; or

(xiii) any state "Blue Sky" or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(xiv) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided, shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xv) there shall have occurred, in the opinion of the Underwriter, any materially adverse change in the affairs or the financial condition of the City; or

(xvi) any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Bonds.

(e) <u>Closing Documents</u>. At or prior to the Closing, the Underwriter shall receive with respect to the Bonds the following documents:

(i) <u>Approving Opinion</u>. An approving opinion of Bond Counsel dated the date of the Closing and substantially in the form included as Appendix [C] to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(ii) [Disclosure Counsel Opinion. The opinion of Gilmore & Bell, P.C., as disclosure counsel to the City, addressed to the Underwriter in form satisfactory to the Underwriter.]

(iii) <u>City Attorney Opinion</u>. An opinion of the City Attorney dated the date of the Closing and addressed to the Underwriter, Bond Counsel, and the Paying Agent, in form and substance acceptable to the Underwriter and Bond Counsel and substantially in the form set forth in <u>Exhibit C</u> hereto.

General Certificate of the City. A certificate of the City, dated the (iv) date of the Closing, signed on behalf of the City by duly authorized officers of the City to the effect that (i) on and as of the date of the Closing, each of the representations and warranties of the City set forth in section 7 hereof is true, accurate, and complete and all agreements and obligations of the City herein provided and contemplated to be performed on or prior to the date of the Closing have been so performed; (ii) the executed copies of the City Documents and the certified copy of the Bond Resolution authorizing the Bonds are true, correct, and complete copies of such documents and, except as described in the Official Statement, have not been modified, amended, superseded, or rescinded but remain in full force and effect as of the date of the Closing; (iii) the Bonds have been duly authorized, executed, and delivered by the City; (iv) the City Documents and any and all other agreements and documents required to be executed and delivered by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolution have each been duly authorized, executed, and delivered by the City, and as of the date of the Closing each is in full force and effect; and (v) no litigation is pending or threatened to restrain or enjoin

the issuance or sale of the Bonds or in any way contesting the validity or affecting the authority of the City to issue and sell the Bonds, the authorization, execution, or performance of the City Documents.

(v) <u>Transcript</u>. A transcript of all proceedings relating to the authorization, execution and delivery of the Bonds.

(vi) <u>Official Statement</u>. The Official Statement and each supplement or amendment, if any, thereto.

(vii) <u>Documents</u>. A copy of the Bond Resolution, certified by the City Clerk/Auditor and an executed copy of each of the other City Documents.

(viii) <u>15c2-12 Certificate</u>. A certificate of the City "deeming final" the Preliminary Official Statement for purposes of Rule 15c2-12.

(ix) <u>8038-G</u>. Evidence that the federal tax information form 8038-G relating to the Bonds has been prepared for filing.

(x) <u>Tax Certificate</u>. A tax certificate relating to the Bonds in form satisfactory to Bond Counsel.

(xi) <u>Ratings</u>. Evidence from [____] that the Bonds have been assigned a rating of "___"

(xii) <u>Additional Documents</u>. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the City shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder, except as further set forth in section 10 hereof.

9. <u>Representations, Covenants, and Agreements of the Underwriter</u>. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted of the State of Israel or an economic boycott of a boycotted for the state of Israel or an economic to facilitate access to abortion or sex characteristic surgical procedures.

company for the duration of any contractual arrangement with the City, including this Purchase Agreement.

10. Expenses. The Underwriter shall be under no obligation to pay and the City shall pay or cause to be paid the expenses incident to the performance of the obligations of the City hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the City Documents and the cost of preparing, printing, issuing and delivering the Bonds; (b) the fees and disbursements of any municipal advisors, accountants or other experts or consultants retained by the City; (c) the fees and disbursements of Bond Counsel and counsel to the City; (d) the fees and disbursements of the rating agencies; (e) the cost of distributing the Preliminary Official Statement and any supplements and amendments thereto and the cost of distributing the Official Statement and any supplements and amendments thereto; (f) expenses (included in the expense component of the Underwriter's spread) incurred on behalf of the City's officers or employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation lodging, and entertainment of those officers or employees; and (g) CUSIP Service Bureau fees and charges. [In addition, the fees of counsel to the Underwriter will be paid from Bond proceeds as a cost of issuance.] The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

11. <u>Notice</u>. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to City of St. George, 175 East 200 North, St. George, Utah 84770; Attention: City Manager.

Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to [underwriter], [____]; Attention: [____].

12. <u>Entire Agreement</u>. This Purchase Agreement, when accepted by the City, shall constitute the entire agreement between the City and the Underwriter with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties regarding the transaction contemplated by this Purchase Agreement and the process leading thereto. This Purchase Agreement shall only be amended, supplemented or modified in a writing signed by both of the parties hereto. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successor of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the City's representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

13. <u>No Advisory or Fiduciary Role</u>. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and are not acting as the agent, advisor or fiduciary of the City; (iii) the Underwriter has not assumed an advisory or fiduciary responsibility

in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement; (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); and (v) the City has consulted its own legal, financial and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

14. <u>Indemnification</u>. Whether or not the Bonds are issued by the City and purchased by the Underwriter, the City, to the extent permitted by applicable law, agrees to indemnify and hold harmless the Underwriter and its officers, directors, employees and agents (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, and reasonable costs or expenses that an Indemnified Party may incur that arise out of the transactions contemplated by this Purchase Agreement to the extent caused by the City's negligence. The City's obligation to indemnify under this section excludes the gross negligence or willful misconduct of the indemnitee. The City's obligation hereunder shall survive the termination of this Purchase Agreement and the payment in full of the Bonds and the obligations of the City thereunder and hereunder.

15. <u>Counterparts</u>. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

16. <u>Electronic Signature</u>. The electronic signature of a party to this Purchase Contract shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Contract. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an email or internet message.

17. <u>Severability</u>. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

18. <u>STATE LAW GOVERNS</u>. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE CITY OF UTAH.

19. <u>No Assignment</u>. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the City without the prior written consent of the other party hereto.

[UNDERWRITER]

By:_____

Its: [Title]

Accepted as of the date first stated above

at _____ p.m. MDT

CITY OF ST. GEORGE, UTAH

By_____ Mayor

ATTEST AND COUNTERSIGN:

By_____City Recorder

EXHIBIT A

\$[PAR]

City of St. George, Utah General Obligation Bonds, Series 2024

Maturity Date (<u>April 1</u>)

Principal Amount

Interest Rate

Yield

Pricing

Rule

EXHIBIT B

ISSUE PRICE CERTIFICATE AND RECEIPT OF UNDERWRITER \$[PAR] City of St. George, Utah General Obligation Bonds, Series 2024

The undersigned, on behalf of [underwriter] (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of St. George, Utah (the "Issuer"), certifies and represents as follows:

1. <u>Receipt of the Bonds</u>. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Original Purchaser and the Issuer, dated [____], 2024. The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. <u>Issue Price</u>. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means [underwriter], on its own behalf and as representative of each Underwriting Firm.

"Sale Date" means [], 2024.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a thirdparty distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

Attached as Attachment A is a copy of the pricing wire or similar communication 1. used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

As of the Effective Time none of the Bonds were sold to any person at a price higher 3. than the Initial Offering Price for that Maturity.

[[As of the Effective Time there were no Undersold Maturities.]] [[For any 4. Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

Dated: [].

[UNDERWRITER]

By:_____

Its: _____ [Title]

Attachment A – Initial Offering Price Documentation (Attach Pricing Wire or Other Offering Price Documentation)

Exhibit A [same as in Bond Purchase Agreement]

EXHIBIT C

[To be added]



Agenda Date: 03/07/2024

Agenda Item Number: 08

Subject:

Consider approval of a hillside development permit for Rimrock Wash Trail, generally located along 1450 East between 700 South and 900 South. Case No 2024-HS-002

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: St. George Park Planning Division

Reference Number: 2024-HS-002

Address/Location:

Generally located along 1450 East between 700 South and 900 South

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

The Hillside Review Board (HRB) held a public meeting on site to review the proposed Hillside Development Permit on January 24, 2024. The HRB forwarded a positive recommendation with conditions to the Planning Commission. On February 13, 2024, the Planning Commission held a public meeting and voted 7-0 to forward a positive recommendation with conditions.

Staff Narrative (need/purpose):

The Parks Planning Division of St. George City is proposing a trail that will extend essentially from Riverside Drive on the south to Foremaster Drive on the north. The trail will run north/south next to the newly constructed 1450 East (though not entirely in the right-of-way). The trail will only go through the hillside overlay on the stretch between 900 South and small 1450 East cul-de-sac that is currently built on the north.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Hillside Review Board and Planning Commission held public meetings and have recommended approval of the application with the following conditions:1. That the rock outcropping identified at the meeting is left intact to the greatest extent possible. 2.That the slopes created by the creation of the trail be stabilized with either seeding or rocks.



HILLSIDE REVIEW BOARD AGENDA REPORT:01/24/2024PLANNING COMMISSION AGENDA REPORT:02/13/2024CITY COUNCIL AGENDA REPORT:03/07/2024

Rimrock Wash Trail Hillside Development Permit (Case No. 2024-HS-002)			
Request:	Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40% and 40% and above slope areas. This application is required in order to construct a trail on the property.		
Applicant:	St. George Park Planning Division		
Representative:	Joseph Nielson		
Location:	1450 East 900 South		
General Plan:	LDR (Low Density Residential) & PO (Professional Office)		
Existing Zoning:	R-1-10 (Single Family Residential) & A-P (Administrative Professional)		
	North	A-P (Administrative Professional)	
Surrounding Zoning:	South	R-1-10 (Single Family Residential)	
	East	R-1-10 (Single Family Residential)	
	West	A-P (Administrative Professional)	
Land Area:	0.92 Acres		



BACKGROUND

The Parks Planning Division of St. George City is proposing a trail that will extend from essentially from Riverside Drive on the south to Foremaster Drive on the north. The trail will run north/south next to the newly constructed 1450 East (though not entirely in the right-of-way). The trail will only go through the hillside overlay on the stretch between 900 South and small 1450 East cul-de-sac that is currently built on the north.

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 thirtyone 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, <u>natural</u> 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. <u>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.</u>

EXHIBITS PROVIDED

- 1. <u>Exhibit A Slope Analysis Map</u> "Exhibit A" in the packet shows the Slope Analysis Map.
- Exhibit B Slope Analysis at higher scale "Exhibit B" in the packet is the slope analysis but pulled out slightly to show the entire trail alignment on the east side of the road.
- 3. <u>Exhibit C Trail Alignment no contours</u> "Exhibit C" in the packet is the proposed trail alignment with the contours removed.
- 4. <u>Exhibit D Geotechnical Report</u> "Exhibit D" in the packet is the geotechnical report by Landmark.
- 5. <u>Exhibit E Construction Plans</u> "Exhibit E" in the packet Construction Plans for the proposed trail

RECOMMENDATION

Section 10-13A-8(B)(1) of the "Hillside Review Board Powers and Duties" states that the Hillside Board can make recommendations to "adopt, modify or reject a proposal" to the Planning Commission (PC). On January 24, 2024, the Hillside Review Board held a public meeting to discuss the proposal and recommends approval of the Hillside permit with the following conditions:

- 1. That the rock outcropping identified at the meeting is left intact to the greatest extent possible.
- 2. That the slopes created by the creation of the trail be stabilized with either seeding or rocks.

This recommendation was based on the fact that there was very minimal, non-contiguous areas of 30% slope or greater.

Planning Commission in turn has held a public meeting to discuss the request and has now forwarded a recommendation for approval of the hillside permit with the conditions that the Hillside Review Board recommended.

MODEL MOTION

"I move that we approve the Rimrock Wash Trail, application number 2024-HS-002, based on the findings and subject to the recommendations of the Hillside Review Board and Planning Commission as listed in the staff report and as recommended by the Hillside Review Board and Planning Commission."

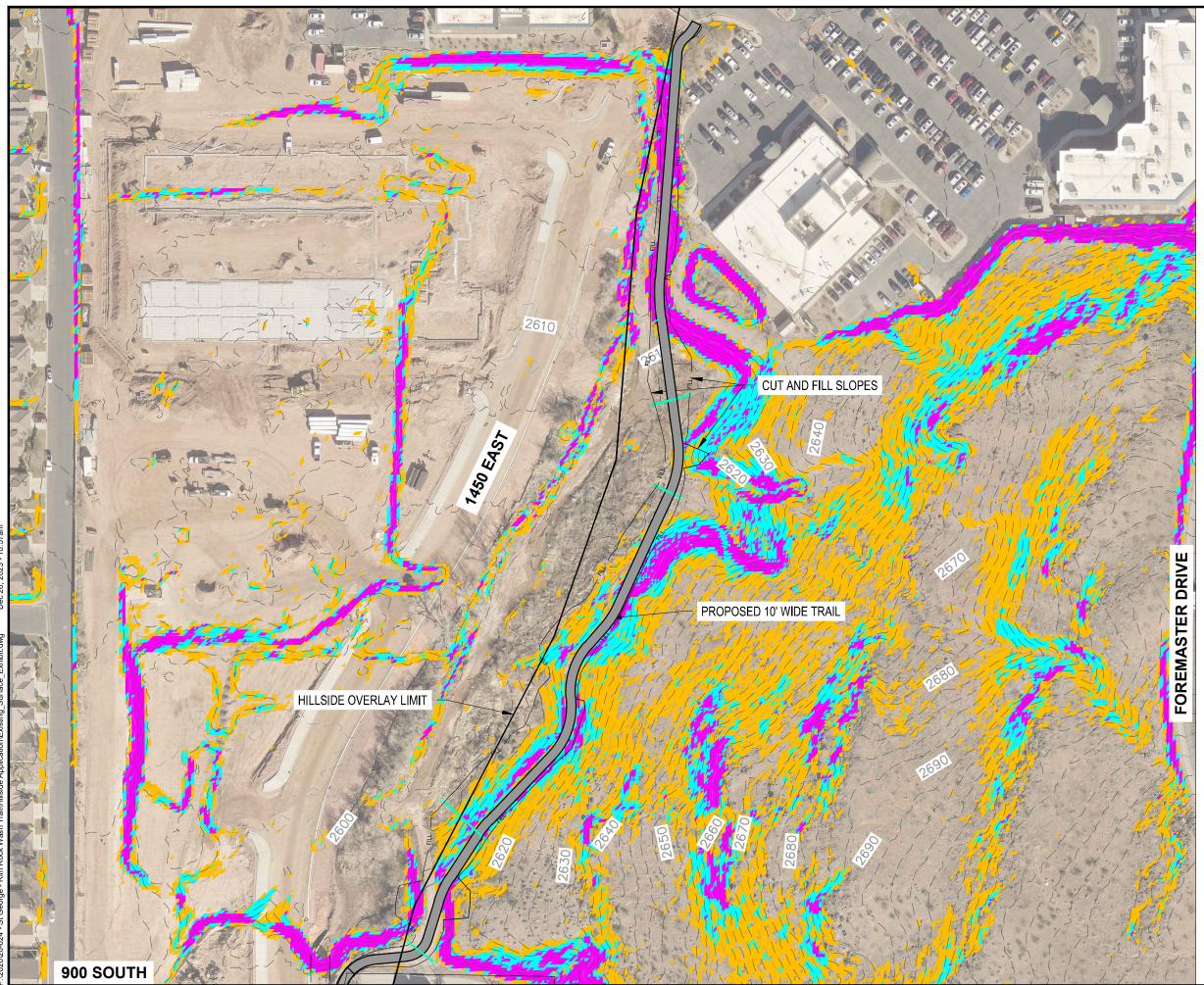


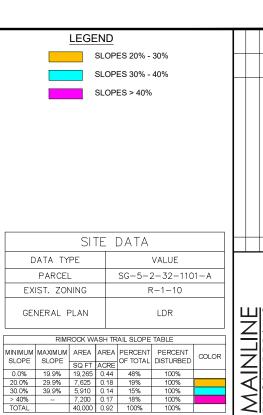
General Plan – COM – Commercial

Zoning – R-1-10-(Single Family Residential 10,000 sq ft lots)



EXHIBIT A Slope Analysis Map





> 40% TOTAL

40,000

GRAPHIC SCALE

(IN FEET)

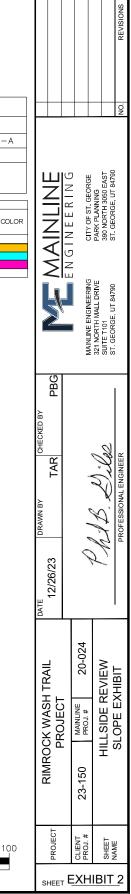
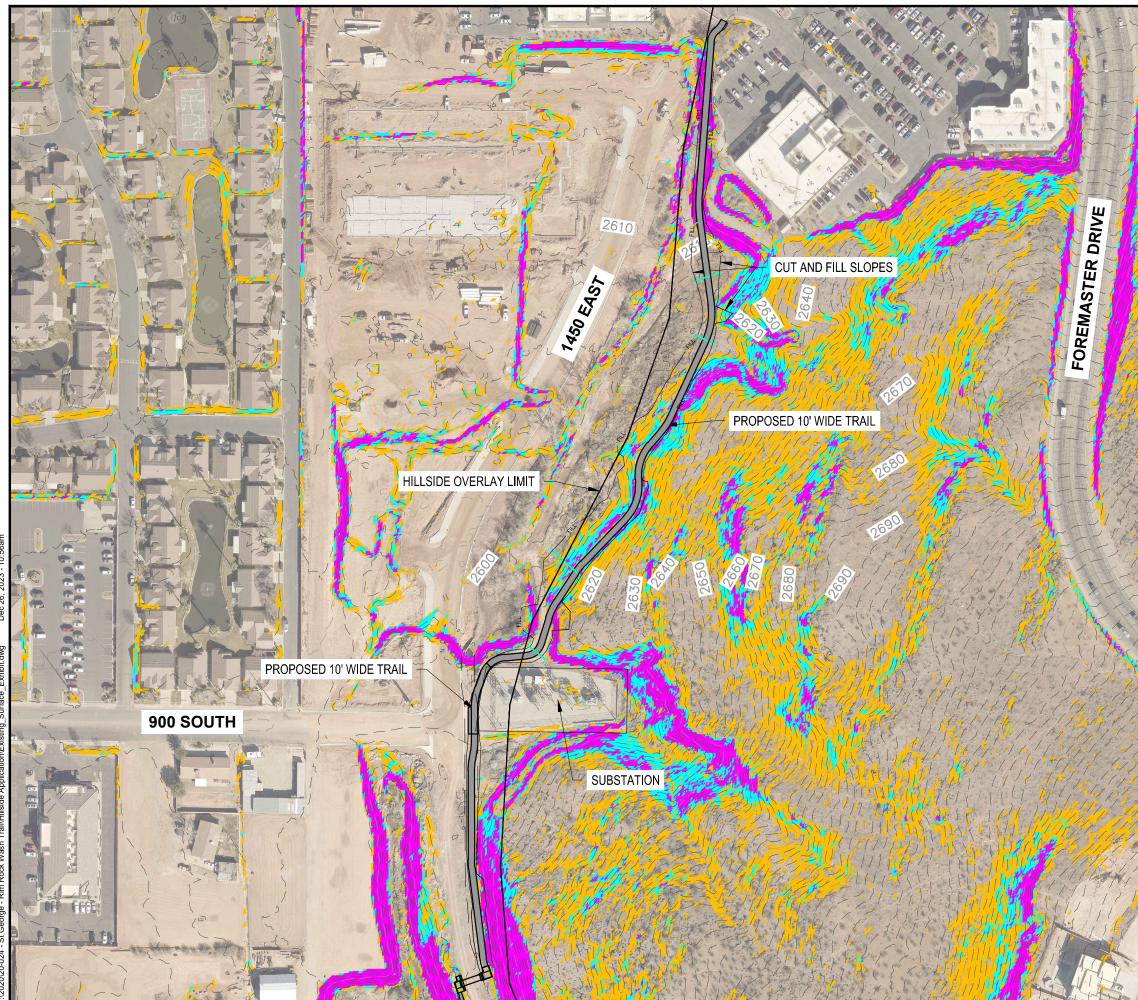
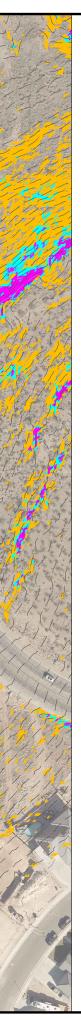


EXHIBIT B Higher Scale Slope Analysis



P:\2020\20-024 - St George - Rim Rock Wash Trai\Hillside Application\Existing Surface Exhibit.dwg Dec 26, 2023 - 10:



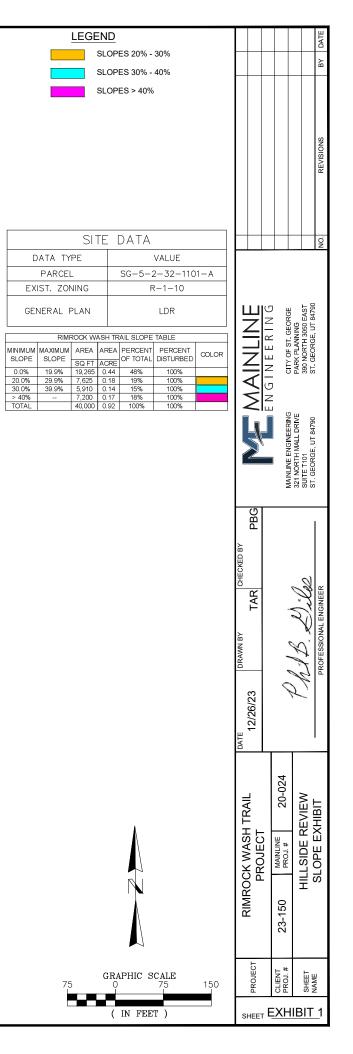


EXHIBIT C Trail Alignment w/out Contours





		SL	TE	DATA			
DATA TYPE				VALUE			
PARCEL				SG-5-2-32-1101-A			
EXIST. ZÖNING				R-1-10			
GENERAL PLAN				LDR			
9 3	RIMF	ROCK W	ASH TR	AL SLOPE	TABLE		
MINIMUM SLOPE	MAXIMUM SLOPE	AREA SO FT	AREA	PERCENT OF TOTAL	PERCENT DISTURBED	COLOR	
0.0%	19.9%	19,285	0.44	48%	100%		
20.0%	29.9%	7,625	0.18	19%	100%		
30.0%	39.9%	5,910	0.14	15%	100%		
> 40%		7.200	0.17	18%	100%		
TOTAL		40,000	0.92	100%	100%		



100

(IN FEET)

SHEET EXHIBIT 2

EXHIBIT D Geotechnical Report

GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

City of St. George Park Planning Division Attn: Joseph Nielson 390 North 3050 East St. George, Utah 84790

December 27, 2023

Rimrock Wash Trail



Prepared by:



795 East Factory Drive St. George, UT 84790

Landmark Project No: 2230613



December 27, 2023

City of St. George Park Planning Division Attn: Joseph Nielson 390 North 3050 East St. George, Utah 84790

Subject: Geotechnical Investigation Report Rimrock Wash Trail St. George, Utah Landmark Project No.: 230613

Joseph:

As requested, we have completed our Geotechnical Investigation for the above-mentioned project. Our geotechnical recommendations, along with our field and laboratory data are presented in this report.

Our field investigation consisted of the excavation of six test pits and DCP tests along the proposed trail alignment. Soils encountered in the test pits typically consisted of loose to medium dense silty sand and gravel. The sands and gravels were underlain by highly plastic lean and fat clay. Groundwater was not encountered in any of our soils explorations. Over-excavation and compaction, as detailed in Section 5.0 of this report, will be required.

Please feel free to contact our office at (435) 986-0566 if you have any questions.

Sincerely,

LANDMARK TESTING AND ENGINEERING

m

Steven Wells, P.E. Geotechnical Manager



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APPENDIX C

CONCRETE BLOCK WALL DESIGN



1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering's geotechnical investigation for the proposed Rimrock Wash Trail in St. George, Utah. Figure A-1 is a Vicinity Map showing the project location relative to surrounding features. Figure A-2 is a Site Map showing the site and the approximate locations of the test pits and DCP tests completed for this investigation.

This investigation was completed to assist in developing opinions and recommendations concerning site earthwork and foundation design.

2.0 PROPOSED CONSTRUCTION

We understand that the proposed construction will consist of an asphalt and concrete paved trail with concrete block retaining walls. Pedestrian bridges will be built as part of this project but the recommendations for these bridges are beyond the scope of this report. The proposed trail alignment begins on the north at the south side of the existing 1450 East Street and continues south, along Rimrock Wash and the proposed 1450 East Street alignment, approximately 3,000 lineal feet, to intersect with the existing Virgin River Trail. We understand the trail is to be asphalt paved with limited sections being concrete paved within the channel.

Any significant changes to the anticipated development should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The northern third of the alignment is located along the western toe of the hill which rises to become Foremaster Ridge. This hill is underlain is currently inaccessible for heavy construction equipment. At 900 South the trail will jog to the west at a substation and crosses to the west side of 1450 East approximately 350 feet to the south of 900 South.

The 900 feet to the north of Riverside Drive is located on the east side of a slope down to the west. The slope extends approximately 15 to 20 feet down to a wash. The portion of the proposed trail to the south of Riverside Drive is relatively level and 10 to 15 feet lower than Riverside Drive.

3.2 GEOLOGIC SETTING

According to the United States Geologic Survey USGS¹, the project site is mapped as traversing the following geologic formations.

The northernmost portion of the alignment is mapped as:

JTRm Moenave Formation (Lower Jurassic to Upper Triassic) -- Consists of two undivided members: Whitmore Point Member (Lower Jurassic): pale-red-purple, greenish-gray, and

1

Interactive Geologic Map Portal, Retrieved December 14, 2023, from Utah Geological Survey, https://geology.utah.gov/apps/intgeomap



blackish-red mudstone and claystone, lesser moderate-reddish-brown, fine-grained sandstone and siltstone, and uncommon dark-yellowish-orange micaceous siltstone

The portion of the alignment adjacent to the hill is mapped as:

TRcp Petrified Forest Member (Upper Triassic) -- Varicolored, typically gray to purple mudstone, claystone, and siltstone, lesser white to yellow-brown sandstone and pebbly sandstone, and minor chert and nodular limestone; regionally divisible into three parts, in ascending order: (1) the bentonitic Blue Mesa, (2) the pebbly sandstone of the Moss Back or Sonsela (depending on clast provenance), and (3) the bentonitic Painted Desert

The Petrified Forest Member is locally known as "blue clay" and is known to be highly plastic and expansive. It is also known to be present in several landslides.

The hill to the east is mapped as a landslide. The sands and gravels along the surface of the landslide are likely underlain by the Petrified Forest Member.

Qms Landslide deposits (Holocene to middle Pleistocene) -- Poorly sorted, clay- to bouldersize, locally derived material deposited by rotational and translational landslide movement; characterized by hummocky topography and small ponds, numerous internal scarps, and chaotic bedding attitudes; basal slip surfaces most commonly form in the Shnabkaib Member of the Moenkopi Formation, the Petrified Forest Member of the Chinle Formation, the Co-op Creek Limestone Member of the Carmel Formation, the Dakota Formation, and the upper unit of the Straight Cliffs Formation, and the slides incorporate these and overlying map units; the Petrified Forest Member and Dakota Formation especially form large, complex mass movements.

The portion of the alignment to the south of the hill and to the north of Riverside Drive is classified as alluvial and colluvial deposits.

Qac: Alluvial and colluvial deposits (Holocene to upper Pleistocene) -- Poorly to moderately sorted, generally poorly stratified, clay- to boulder-size, locally derived sediment deposited principally in swales, small drainages, and the upper reaches of large streams by fluvial, slope-wash, and creep processes; gradational with both alluvial and colluvial deposits

The portion of the alignment to the south of Riverside Drive is mapped as river and stream deposits.

Qa: River and stream deposits (Holocene) -- Stratified, moderately to well-sorted gravel, sand, silt, and minor clay deposited in river and stream channels and flood plains; includes local small alluvial-fan and colluvial deposits, stream-terrace deposits less than about 10 feet (<3 m) above modern base level, and higher-level stream-terrace deposits too small to map separately; typically 10 to 25 feet (3-8 m) thick.

The soils encountered in our test pits during our investigation consisted of loose to medium dense sand with varying amounts of gravel and were consistent with geologic mapping. Fat clay was encountered in test pits along the portion of the alignment mapped at the Petrified Forest Member. Soils were consistent with geologic mapping.



3.3 GEOLOGIC HAZARDS Fault Rupture

The projected trace of the Washington Fault is located approximately 3 miles to the east of the alignment. The projected trace of the Hurricane Fault line is approximately 13.5 miles to the east of the site. The most recent movement of the Washington and Hurricane faults is considered Quaternary, which classifies the faults as active. Strong ground motion associated with movement along the Washington, Hurricane faults is possible, however, the potential for surface fault rupture is considered low.

The St. George Fault is located approximately 500 feet to the east of the project site, which is mapped as being located in a "Surface-fault-rupture-hazard special-study zone. The special-study zones established for well-defined faults extend for 500 feet on the downthrown side and 250 feet on the upthrown side of each fault. Normal faults are classified as well defined if Utah Geological Survey 1:24,000-scale mapping shows them as solid lines, indicating they are recognizable as faults at the ground surface. Because their location is uncertain, the special-study areas around buried or approximately located faults are broader, extending 1000 feet on each side of the suspected trace of the faults."²

If a surface-fault-rupture-study is desired, we recommend consulting a licensed professional geologist to conduct the study.

Landslide

The middle and northern portions of the project are mapped as having a "high landslide susceptibility, includes mapped landslides and highly landslide-prone geologic units that crop out on slopes at or above a determined critical angle." Additionally, the Petrified Forest Member of the Chinle Formation is known to be associated with landslides.

Evidence of previous landslides can be seen from the surface as hummocky terrain. Where possible, we highly recommend not cutting into the toe of the slope of the hill. This will decrease the stability of the slope.

Rock Fall Hazards

The middle and northern portions of the project are mapped as having a moderate to high rockfall hazard. High rockfall hazard areas include canyon cliffs and other near-vertical slopes not undercut by erosion of underlying units and lack obvious discontinuities and overhanging rock masses but are still capable of producing damaging rockfall. These areas also include steep mountainous areas (slopes greater than 20 degrees) where bedrock units highly susceptible to rockfall crop out in the slope rather than forming a capping unit. Also included are mountainous areas where bedrock units moderately susceptible to rockfall crop out on slopes greater than 35 degrees.

After a site visit, it appears that most of the large rocks in the hillside are relatively well embedded and do not pose a significant rock fall hazard.

2

William R. Lund, Tyler R. Knudsen, Garrett S. Vice, and Lucas M. Shaw, Geologic Hazards and Adverse Construction Conditions, St. George-Hurricane Metropolitan Area, Washington County Utah, 2008, UGS Special Study 127



Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.³ This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

Groundwater was not encountered in the test pits at the time of our investigation. The soils in the test pits consisted of loose to medium dense silty to poorly graded sand with varying amounts of gravel. Lean to fat clay was encountered in much of the northern portion of the alignment. The sandy and gravelly soils are typically susceptible to liquefaction. The clayey soils are not susceptible to liquefaction.

The wash in the middle of the alignment is mapped as having a moderate liquefaction susceptibility. The portion of the alignment to the south of Riverside Drive is mapped as being located in an area of very high liquefaction susceptibility where groundwater is located within 10 feet of the ground surface.⁴ The majority of the alignment itself is not located in a liquefaction susceptibility zone. The liquefaction potential is considered high. A liquefaction assessment is beyond the scope of this report.

Collapsible Soils

The proposed alignment is not mapped as being located in an area of collapsible soil susceptibility. Soils encountered in the test pits consisted of alluvial sands and gravels and lean to fat clays. The sands and gravels did not display characteristics of soils susceptible to collapse, such as pinholes. The clays are locally not known to be collapsible.

Expansive Soils

The northern and middle portions of the alignment are mapped as highly susceptible rock, consisting of, "bedrock units that have high shrink/swell susceptibility. These units contain an abundance of expansive clay minerals and are commonly associated with expansive rock problems within the mapped areas."

The wash is mapped as an area of "concealed, highly expansive soil or rock (greater than or equal to 3 to 5 percent swell) in the shallow subsurface (less than or equal to 20 feet), but with little or no evidence of such material at the ground surface. Based on past engineering geology experience, such highly expansive soil or rock can cause differential displacements at the ground surface even when overlain by as much as 20 feet of non-expansive material, and these areas are considered to have a high potential for expansive soil and rock problems."

The "blue clay" encountered in test pits is known to be highly expansive and correlates with geologic mapping. See section 5.1 of this report to see recommendations for mitigating the swell potential in the trail and section 7.0 for mitigating swell potential and increasing the bearing capacity and global stability for the concrete block walls.

³ Coduto, Donald P. (1999), Geotechnical Engineering: Principles and Practices, Prentice Hall, Upper Saddle River, NJ

⁴ Geologic Hazards Portal, <u>https://geology.utah.gov/apps/jay/tests/hazards/report/</u>, Retrieved December 15, 2023



3.4 SEISMICITY

Seismicity at the site was determined using the Structural Engineers Association (SEA), OSHPD Seismic Design Maps website. The following values are presented to assist with seismic design:

- Latitude = 37.09168 North, Longitude = 113.55380 West
- Site Class = C (Very Dense Soil and Soft Rock), based on ASCE 7-16 section 11.4.3 as referenced in 2021 IBC 1613.3.2

Period (sec)	Sa (g)	Site Class
0.2	0.521 S _s	B/C
1.0	0.169 S ₁	B/C
0.2	$0.480 \ S_{DS}$	D
1.0	$0.255 \ S_{D1}$	D

(ASCE-7-16, SEA, Structural Engineers Association, https://seismicmaps.org/)

As per section 20.1 of ASCE 7-16, "The soil shall be classified in accordance with Table 20.3-1 and section 20.3 based on the upper 100 feet of the site profile." However, section 20.1 continues, "Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soil investigation report based on known geologic conditions." Based on our engineering experience in the area, mapped geology and the soils encountered in the test pits, it is the opinion of Landmark Testing and Engineering that the soils on site classify as Site Class C.

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

Our field investigation consisted of the excavation of 5 test pits (TP-1 through TP-3 and TP-5 through TP-6) excavated with a Bobcat 341 Mini excavator, one test pit drilled with a hand auger (TP-4), and two Dynamic Cone Penetrometer (DCP) tests (DCP-1 and DCP-2). Approximate exploration locations are shown on the Site Map on Figure A-2.

The soils encountered in test pits TP-1 and TP-3 consisted of loose silty to clayey sand underlain by lean to fat "blue clay". The clay extended to the bottom of the test pits at a depth of 8 feet.

The soils encountered in test pits TP-2 and TP-4 through TP-6 consisted of loose to medium dense sands with varying amounts of gravel. Test pits TP-2, TP-5, and TP-6 were terminated at depths of 5 to 9 feet. Test pit TP-4 (completed with a hand auger) was terminated at 2.5 feet in gravels and cobbles. Based on geologic mapping, we anticipate that if the hand auger could have extended deeper, "blue clay" would have been encountered in TP-4.

DCP tests were completed in the area mapped as part of the Petrified Member of Chinle Formation. Soils encountered in the DCP testing consisted of silty sand with gravel underlain by expansive "blue clay." DCP testing showed that the portion of the DCP testing where sands and gravel were



encountered had sporadically high CBR values where gravels were encountered. CBR values in the "blue clay" ranged from 4 to 15. DCP test results are shown on Figures A-10 and A-11

The test pit logs are presented on Figures A-3 through A-8. A key to the soil classifications used on the logs is presented on Figure A-9.

4.2 LABORATORY TESTING

Samples from the test pits were taken to our St. George, Utah laboratory for testing. Tests performed on the samples included mechanical sieve analyses and Atterberg Limits tests to aid in soil classification and consolidation tests to aid in excavation recommendations. Laboratory test results are shown on the test pit logs on Figures 3 through 10, on the Laboratory Summary on Table B-1, and on laboratory data sheets in Appendix B.

Mechanical sieve analyses and Atterberg limits tests completed on the samples from test pits TP-3 at 2.5 feet and 8 feet, DCP-1 at 2 feet, and DCP-2 at 1 foot classify the samples as highly plastic lean clay and fat clay. The sample from test pit TP-4 at 2 feet was classified as moderately plastic clayey sand. The samples were shown to have moisture contents ranging from 8.0 to 22.4 percent. The moisture contents correlated well with the fines content and plasticity index.

Consolidation tests were conducted on samples from test pit TP-2 at 2.5 feet and TP-6 at 8 feet. The samples swelled 0.7 percent and collapsed 1.0 percent when wetted under a load of 1,000 psf showing low collapse and swell potentials. However, "blue clay" in the area has been shown to be highly expansive.

4.3 ANALYSIS and CONCLUSIONS

Our field and laboratory test results indicate that on-site soils varied dramatically by location. Soil ranged from silty and clayey sand to highly plastic fat clay. Soils under the trail will need to be excavated prior to construction of the trail.

We understand that concrete block walls will be constructed along the trail in the area of the wash along the west side of 1450 East. Concrete block walls will be built on the downhill and uphill sides of the trail. We understand that blocks will be Redi-Rock blocks and will be on the order of 6 to 7 feet in height each.

We understand that a pedestrian bridge will be built as part of this project. Explorations for the bridge were not completed for this project and recommendations for the bridge are beyond the scope of this report.

General recommendations for the earthwork and the foundation system for the trail and concrete block walls are outlined in Sections 5.0 and 6.0 of this report.

5.0 SITE GRADING AND EARTHWORK

5.1 GENERAL GRADING

Initial site preparations should include removing all weeds and debris on-site. We anticipate that grubbing the upper 6 to 12-inches of soil will be sufficient to remove most of the roots. We do not



anticipate that any of the large trees along alignment will be removed for this project. If any large trees or bushes are to be removed, the entire root bulb should be removed, this will require a deeper excavation.

The earthwork recommendations for the asphalt and concrete paved trail are outlined below. Once all the excavation are complete, we recommend that the soil in the bottom of the excavations be scarified, moisture conditioned to within 2 percent of the optimum moisture content, and compacted to a firm and unyielding surface.

Landmark does not determine the location of the over-excavations or the location of the structures or trail to be constructed. The contractor is responsible to ensure that the wall and trail footprints are entirely within the over-excavated and recompacted areas.

All fill to be placed below the trail and for the wall should be placed according to structural fill recommendations as subsequently outlined in Section 5.2 of this report.

5.1.1 Concrete Block Walls

The soils in the area of the walls are highly plastic and prone to swelling. Additionally, the clays have been known and mapped to be associated with landslides.

A wall analysis was conducted using the Redi-Rock - 2024 Redi-Rock Wall + program. The analysis shows that the base block should be underlain by a minimum of 3 feet of road base approved by the City of St. George. Backfill behind the wall should be granular and meet granular fill gradation requirements as subsequently outlined.

Recommendations for the construction of the wall are outlined in the wall design in Appendix C.

5.1.2 Asphalt and Concrete Paved Trails

Soils encountered in test pits excavated proximate to the proposed trails consisted of loose to medium dense silty sand to fat clay. Where sandy soils were encountered in the test pits, we recommend that the upper 1 foot of soils below the trail be excavated.

Where expansive clays were encountered in the test pits, we recommend that the upper 3 feet of soil be excavated. We recommend that, where possible, excavations begin in the areas with clay and the clay be "chased" into areas with no clay.

An engineer or geologist from Landmark should observe the bottom of the excavations to verify the depth of the excavations and extent of the clay.

5.2 FILL PLACEMENT AND COMPACTION

All fill to be placed for support of wall footings, wall backfill, and trail support, whether it is onsite or imported, should be considered structural fill. On-site sandy soils are suitable for use as structural fill in the lower portion of the excavations, provided they are free of deleterious materials, including roots from on-site vegetation and rocks greater than 6-inches. On-site clays, especially the "blue clays" are not suitable for use as structural fill and excavated clays shall be removed from the project site.



Imported, granular fill should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for imported, granular structural fill should meet the following specifications and preferably classify as gravel.

GRADATION	PERCENT PASSING		
6- inch	100		
3-inch	80-100		
No. 200 sieve	10-25		
ATTERBERG LIMITS			
Liquid Limit	30 or less		
Plasticity Index	9 or less		

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to being transported to the site.

All fill should be compacted to the following specifications.

FILL PLACEMENT AND COMPACTION			
Maximum lift thickness	8-inch (loose)		
Minimum compaction	95% ASTM D-1557		
Compacted Moisture Content	within 2% of optimum		

Compaction of structural fill should be completed with equipment suitable for the conditions encountered in the field such that compaction requirements are met, including those areas that may be inaccessible to large rolling compactors. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts.

5.3 LIGHTLY LOADED ELEMENTS

Lightly loaded elements, such as sidewalk, miscellaneous concrete flatwork, etc., should be supported on compacted native sands. The concrete flatwork should meet all specifications found in the current St. George City Standard Drawings and Specifications for public sidewalks; the includes both material properties and section thicknesses.

5.4 CUT AND FILL SLOPES

It is recommended that permanent cut or fill slopes in on-site sandy soil or imported structural fill be maintained at a slope of two horizontal to one vertical (2H:1V) or flatter unless structurally retained. Cuts in expansive clays should be maintained at a maximum slope of 6H:1V or flatter unless structurally retained.



Grading of both cut and fill slopes should be such that surface water is directed away from the slopes and not concentrated on slopes or in unprotected channels. Construction procedures should ensure adequate compaction of slope faces. All excavations should conform to OSHA standards.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

6.1 SPREAD FOUNDATIONS

The proposed wall may be supported on conventional spread or continuous footings, established on structural fill as previously outlined. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	3 feet of City Spec Road Base
Allowable Bearing Capacity	3,500 psf structurally placed soils
Minimum embedment depth below finished grade	12-inches (for frost and confinement)
Minimum footing width	12-inches (continuous) for single-story, 18-inches for two stories, 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

The allowable bearing capacity is based upon dead load plus long-term live load. A one-third increase in allowable bearing capacity for short duration loads such as wind or seismic loads is permitted with the alternative load combinations given in Section 1605.3.2 of the IBC.

7.0 CONCRETE BLOCK WALL DESIGN

A wall design was completed for the concrete block wall using the Redi-Rock - 2024 Redi-Rock Wall + program. It was determined that the concrete block should be built as outlined in the design provided in Appendix C.

Assumptions made in the wall design are outlined below:

- The slope below the lower tier is at 1.25H:1V
- The native soils are predominantly expansive "blue clays"
 - Blue clays have an in-place unit weight of 120 pcf, internal friction angle of 18 degrees, cohesion of 1,000 psf
 - $\circ~$ Fill soils have a unit weight of 130 pcf with an internal friction angle of 36 degrees, with no cohesion
- The slope above the upper tier is at an approximate slope of 1.5H:1V and is 20 feet higher than trail
- The wall is sufficiently above the groundwater table that hydrostatic build up was not considered in the design.



Among the recommendations for the block wall are the following:

- 3 feet of St. George City Spec. road base shall be placed directly below the bottom tier of the wall
- The blocks used in the walls are 41 inches deep
- Minimum of 1 foot of embedment
- Granular, structural fill shall be placed behind the walls at a minimum slope of 1H:1V from the base of the wall.

Factors of safety for overturning, slip, eccentricity, and bearing capacity met project specifications with no geogrid reinforcement. However, it was determined that the lower tier requires a layer of Miragrid 5XT geogrid to maintain global stability.

8.0 LATERAL EARTH PRESSURES

Lateral loads imposed on footings may be resisted by the development of passive earth pressures against the sides of footings and friction between the base of the footing and the supporting soils. Lateral earth pressure values are presented in the following table.

Case Evaluated	Soil Type	Value
Active	Structurally placed on-site	38 psf/ft
Active	soils/imported fill	59 psf/ft (with seismic)
At-Rest	Structurally placed on-site soils/imported fill	59 psf/ft
Passive	Structurally placed on-site	407 psf/ft
	soils/imported fill	350 psf/ft (with seismic)
Coefficient of friction $tan(\phi^*0.6)$ where $\phi = 32^\circ$	Structurally placed on-site soils/imported fill	0.35

The lateral earth pressures presented do not include any safety factors except where the friction angle (φ) used to determine the coefficient of friction has been multiplied by 0.6 to account for smooth contact conditions. The pressures also assume horizontal backfill and that the backfill is in a drained condition with no build-up of hydrostatic pressure. The additional effects of sloping backfill, surcharge, structural loads and groundwater conditions should be included in calculating lateral earth pressures. Backfill should be placed in accordance with the requirements of structural fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90% of the maximum dry density as determined by ASTM D-1557.

9.0 MOISTURE CONTROL

This soils report provides recommendations for site preparation, foundations. Inadequate surface drainage or failure to control moisture will result in excessive differential movement of the walls and trails and will result in structural damage, regardless of the site preparation. The following moisture control measures are highly recommended:



- (1) The ground surface should be graded to drain surface water away from the structures in all directions. A minimum grade of 5% in the first 10 feet is recommended. Impervious surfaces such as concrete walkways or asphalt adjacent to the structures are effective in reducing the potential for water migration beneath foundations and slabs and should be considered in design. Impervious surfaces such as concrete within 10 feet of the foundations should be sloped a minimum of 2% away from the buildings.
- (2) Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site.

It should be emphasized that final grading and landscaping generally occurs after construction of the structure and observation of these features is outside of normal geotechnical inspection and observation. The owner/contractor is responsible to ensure that these surface drainage and moisture control recommendations are followed throughout the life of the structures.

10.0 PAVEMENT DESIGN RECOMMENDATIONS

The civil design provided to Landmark by Mainline Engineering stamped on 10/23/23 provides typical sections for asphalt and concrete paved portion of the trail. The sections are outlined as follows:

Asphalt Pavement (HMA): 2.5 inches Untreated Base Course: 8.0 inches

Concrete Flatwork: 8 inches Untreated Base Course: 8.0 inches

Design of the asphalt paved portions of the trail were completed based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). For traffic loading we assumed a traffic index of 5.0, which is standard for roadways accommodating light traffic.

Design of the concrete paved portions of the trail were completed as outlined in the Portland Cement Association's guide "Thickness Design for Concrete Highway and Street Pavements" were utilized for concrete pavement design.

Results from the designs show that the provided typical sections meet the required structural number for the anticipated load.

Recompacted on-site soils should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557 and base course soils should be compacted to a minimum of 95% of the maximum dry density (ASTM D-1557). Asphalt should be compacted to at least 96% of the Marshall maximum density. Asphaltic concrete and base should be tested prior to site delivery and during placement for conformance with project specifications.



As a rough guide, the joint spacing in feet for plain concrete pavement should not generally exceed twice the slab thickness in inches. Thus, for an 8-inch-thick slab, joint spacing would be on the order of 16 feet as a maximum. Also, as a general guideline, the ratio of slab width to length should not exceed 1.25.

Joint depth should be 1/4 of the slab thickness and continuous across the slab. If sawn joints are used, the joints should be sawn as soon as possible following concrete set.

11.0 SOIL CORROSIVITY

Samples in the area have been shown to be highly corrosive to concrete. Therefore, it is recommended that all concrete in contact with or within 6-inches of native soils be designed in accordance with ACI 318 for Exposure Category S2. Buried pipes should be plastic (PVC or HDPE) instead of metal, where possible.

12.0 FOUNDATION REVIEW AND TESTING

This report has been prepared to assist in project design and construction. Variations from the conditions portrayed in the exploratory investigations may occur which are sometimes sufficient to require modifications to the design. In order to incorporate recommendations provided into actual field conditions and to confirm that the project specifications are implemented, we recommend that observation and testing be performed during construction to monitor over-excavation, grading, and preparation of soils upon which foundation elements or structural loads may be established.

13.0 LIMITATIONS

The exploratory data presented in this report were collected to provide geotechnical design recommendations for this project and subsurface site descriptions represent conditions observed at the time and at the locations explored. The investigations may not be indicative of subsurface conditions beyond the investigation location and conditions may change with passage of time. If subsurface conditions are encountered that are significantly different than those reported herein, Landmark should be contacted immediately for the continued applicability of the recommendations. In the event changes to the project are made that differ from those presented in this report, Landmark should be made aware of the changes. Landmark will provide written verification that the recommendations and conclusions remain valid or that modifications are required.

This report is not intended to be used as a bid document. Any information concerning the environmental conditions of the site is beyond the scope of this geotechnical study. This geotechnical report has been prepared to meet the specific needs of our client and may not be appropriate to satisfy the needs of other users.



LANDMARK TESTING & ENGINEERING

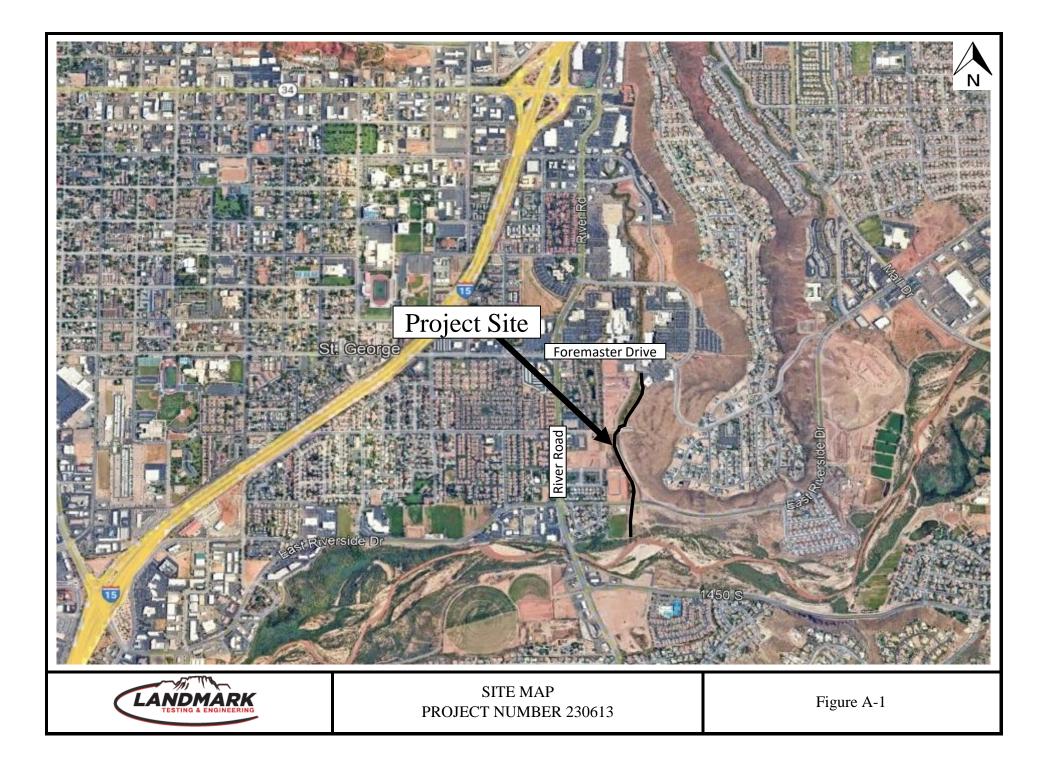


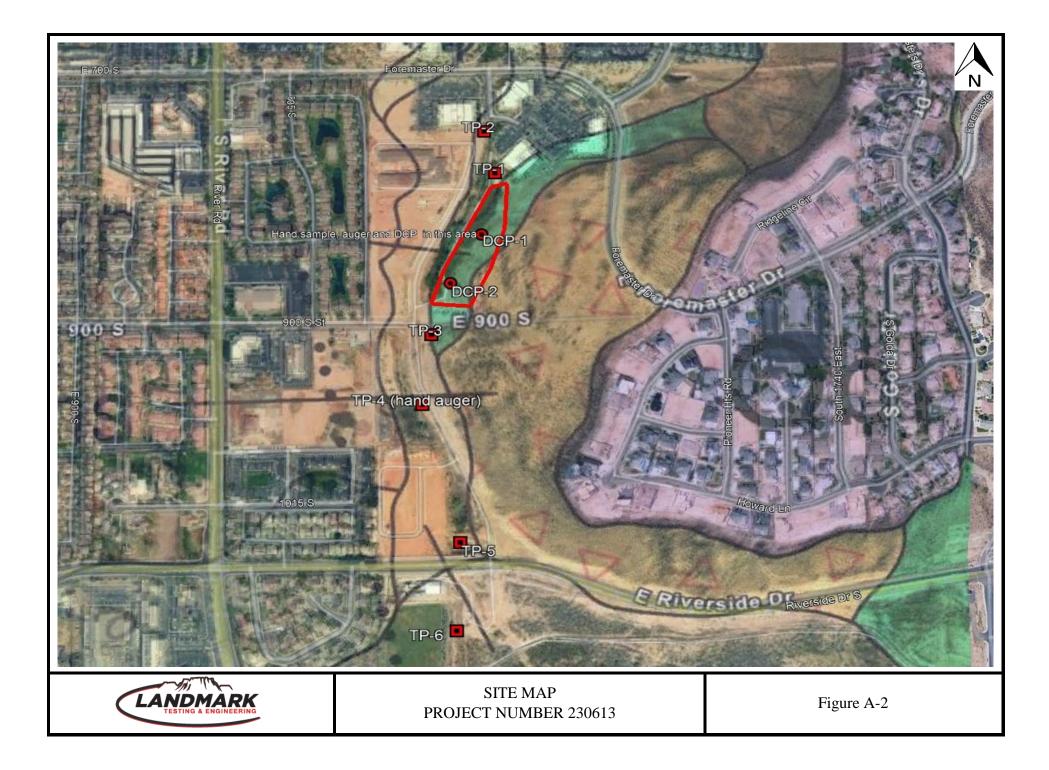
Kent Nelson, P.E. Project Engineer

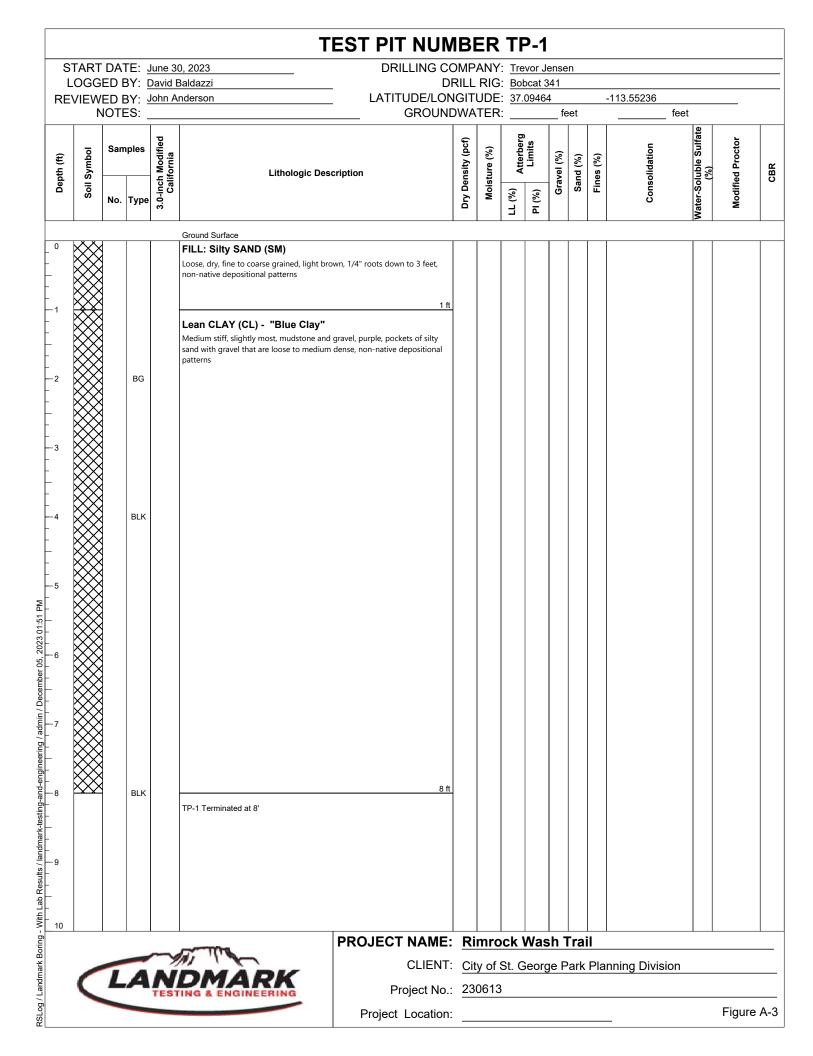
Reviewed by:

John Anderson, P.E. Project Engineer

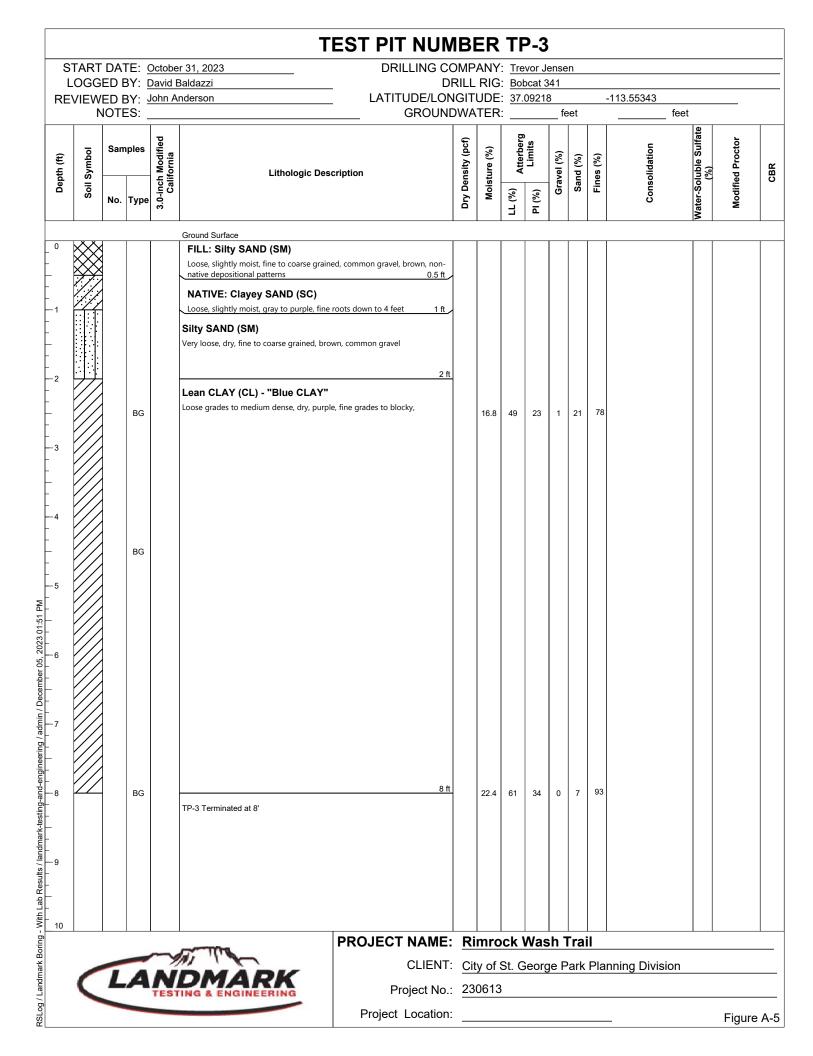
APPENDIX A FIELD INVESTIGATION





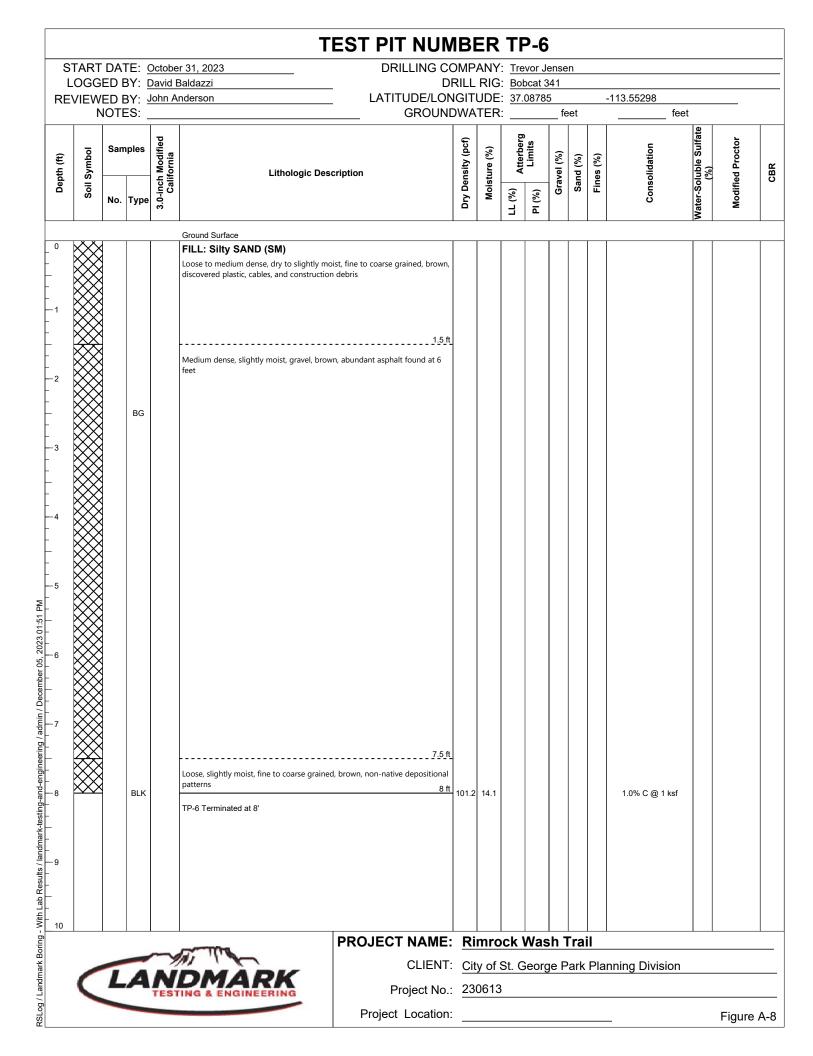


					er 31, 2023 Baldazzi		JMBER TP-2 G COMPANY: Trevor Jensen DRILL RIG: Bobcat 341											
	VIEW	ED E	-	John A	nderson	LATITUDE/LON GROUNI	IGIT	UDE	: 37.	09528	8	et	-	-113.55255 feel	:			
Depth (ft)	Soil Symbol	Sam	iples Type	inch Modified California	Lithologic Desc		Dry Density (pcf)	Moisture (%)		PI (%) Limits		Sand (%)	Fines (%)	Consolidation	Water-Soluble Sulfate (%)	Modified Proctor		
					Ground Surface										>			
)					FILL: Silty SAND (SM) Loose, dry, fine to coarse grained, brown, d asphalt													
2			BLK	BLK		Lean CLAY (CL) - "Blue Clay" Medium stiff, slightly moist, brown, scattere native depositional patterns		<u>1 ft</u> 107.7 15										
² 3 3 4 4								107.7	15.5						0.7% S @ 1 ksf			
					Clayey SAND (SC) - "Blue Clay" Medium stiff, slightly moist, fine grained, bi patterns													
5	×××				TP-2 Terminated at 5'	5 ft												
10																		
				~	and the second	PROJECT NAME: CLIENT												
	(L	A	N	DMARK	Project No.:				eorg	je Pa	ark	rial	nning Division				
				TEST	THA & ENGINEERING	Project Location:										Figure		



LOGG EVIEW	ED E	3Y: [3Y: <u>-</u>	David I	r 31, 2023 Baldazzi nderson	EST PIT NUM DRILLING CO DR LATITUDE/LONG GROUND	MPA	ANY: RIG:	Lar Har	idmai nd Au	rk Te Iger		3 & Er		feet	
Soil Symbol		Type	3.0-inch Modified California	Lithologic Des	cription	Dry Density (pcf)	Moisture (%)	LL (%) Atterberg	PI (%) Limits	Gravel (%)	Sand (%)	Fines (%)	Consolidation	Water-Soluble Sulfate (%)	Modified Proctor
		BG		Ground Surface FILL: Silty SAND (SM) Loose, dry to slightly moist, fine to coarse TP-4 Terminated at 2.5' Practical Refusal	grained, brown, scattered cobble 2.5 ft		8	35	20	25	31	44		Wa	
	1	A	Ň	DMARK	PROJECT NAME: CLIENT: Project No.:	City	/ of S	St. G					ning Divisio	on.	

					т	EST PIT NUN	1BE	ER	TF	P -5)						
	START LOGG				r 31, 2023		OMP/ RILL					n					
R	EVIEW	ED E	3Y: <u>-</u>	John A	nderson	LATITUDE/LON GROUNI	IGIT	UDE	: 37.	0891	2		-	-113.55293	fact		
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Depth (ft)	Soil Symbol		ples Type	3.0-inch Modified California	Lithologic Des	cription	Dry Density (pcf)	Moisture (%)	LL (%) Atterber	PI (%) Limits	Gravel (%)	Sand (%)	Fines (%)	Consolidation	Water-Soluble Sulfate (%)	Modified Proctor	CBR
					Ground Surface										>		
_ 0 - - - - - 1 - - -					FILL: Silty SAND (SM) Loose, slightly most, fine to coarse grained fabric, wood, plastic, and a straw at 2 feet	l, rare gravel, brown, discovered											
-						2 ft											
3			BLK		NATIVE: Silty SAND (SM) Loose, slightly moist, fine to medium grain	ed, brown											
-						3.5 ft											
-	· •				Silty GRAVEL	3.5 ft											
-4			BLK		Loose, thin gravel layer Clayey SAND (SC)	4 ft											
RSLog / Landmark Boring - With Lab Results / landmark-testing-and-engineering / admin / December 05, 2023 01:51 PM					Loose, slightly moist, fine grained, brown												
- With Lab Results / landmark					TP-5 Terminated at 9'	9 ft											
Boring			_	~	- The	PROJECT NAME											
ndmark	1	L	A	Ń	DMARK					eoro	ge P	ark	Pla	nning Divis	ion		
.og / Lai	-			TEST	ING & ENGINEERING	Project No.		0613									
RSI						Project Location								_		Figure	e A-1



MAJOR DIV	/ISIONS	SYME	BOLS		TYPICAL NAMES			
	of n ze		GW	Well graded gr	avels or gravel-sand mixtures little or no fines.			
1 1			GP	Poorly graded g	gravels or gravel-sand mixtures little or no fines			
COARSE-GRAINED SOILS (More than 50% of soil Retained on No. 200 sieve size)	GRAVELS More than 1/2 coarse fractio > No.4 sieve si		GM	Silty gravels, g	ravel-sand-silt mixtures			
ARSE-GRAINED S More than 50% of s Retained on No. 200 sieve size)	Mc score		GC	Clayey gravels,	, gravel-sand-clay mixtures			
-GR/ than tetair 200 s	of n ze		SW	Well graded sa	nds or gravelly sand mixtures little or no fines.			
RSE More No.	SANDS e than 1/2 rse fractio .4 sieve si		SP	Poorly graded s	sands or gravelly sand mixtures little or no fines			
COA	SANDS More than 1/2 of coarse fraction < No.4 sieve size	SM	SM	Silty sands, sar	nd-silt mixtures			
	M s		SC	Clayey sands, s	sand-clay mixtures			
I	rs YS Limit 0		ML		and very fine sands, rock flour, silty fine sands with slight plasticity			
FINE-GRAINED SOILS (Less than 50% of soil Retained on No. 200 sieve size)	SILTS & CLAYS Liquid Lii < 50		CL	Inorganic clays sandy clays, sil	s of low to medium plasticity, gravelly clays, ty clays, lean clays.			
INED SO 50% of sc ined on sieve size)	Lic		OL	Organic silts a	nd organic silty clays of low plasticity			
GRAINED than 50% o Retained on 200 sieve s	SILTS & CLAYS CLAYS Ciquid Limit > 50		MH	Inorganic silts, soils, elastic sil	micaceous of diatomaceous fine sand or silty lts			
NE-C Less No.			СН	Inorganic clays of high plasticity, fat clays				
FI (Lic		ОН	Organic clays of medium to high plasticity, organic silty clay organic silts				
HIGHLY ORGA	NIC SOILS		РТ	Peat and other	highly organic soils			
CRAINS	SIZE CHART	,	SAI	MPLES	PLASTICITY CURVE			
Giulit	Range of G			tively				
CLASSIFICATION	U.S. Standard Sieve Size	Grain Size in Millimeters	Undi	sturbed Sample k Sample	20 00 00 00 00 00 00 00 00 00 00 00 00 0			
BOULDERS	Above 12"	Above 305		k Sample	E C			
COBBLES	12" to 3"	305 to 76.2	X Bag	Sample	²⁰ ³⁰ ⁴⁰ ⁴⁰			
GRAVEL	3" to No. 4	76.2 to 4.76		•				
Coarse	3" to 3/4"	76.2 to 19.1	Auge	er Cuttings				
Fine	3/4" to No. 4	19.1 to 4.76						
SAND	No. 4 to No. 200	4.76 to 0.074		tet Sample	MH or OH			
Coarse Medium	No. 4 to No. 10	4.76 to 2.00						
Fine	No. 10 to No. 40 No. 40 to No. 200	2.00 to 0.42 0.420 to 0.074	Core		ML or OL			
SILT & CLAY	Below No. 200	Below 0.074		Recovery	0 10 ⁶ 20 30 40 50 60 70 80 90 100 Liquid Limit			

Landr 795 F St. Ge NNIVERSARY Webs

Landmark Testing & Engineering 795 Factory Drive St. George, UT 84790 Telephone: 435-986-0566 Website: www.landmarktesting.com

Figure A-10



DCP - 1

DCP TEST DATA

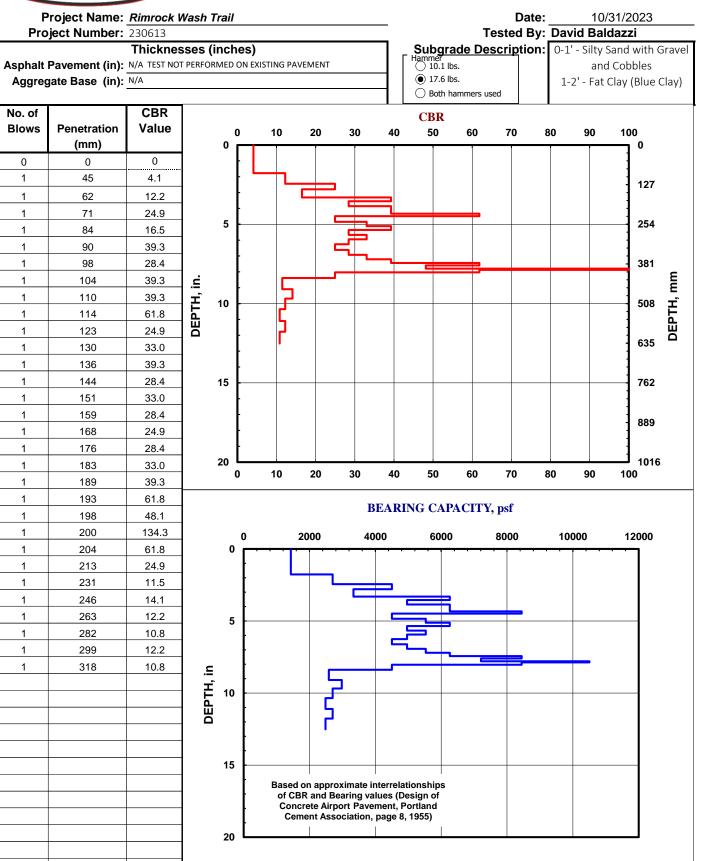


Figure A-10



DCP - 2

DCP TEST DATA



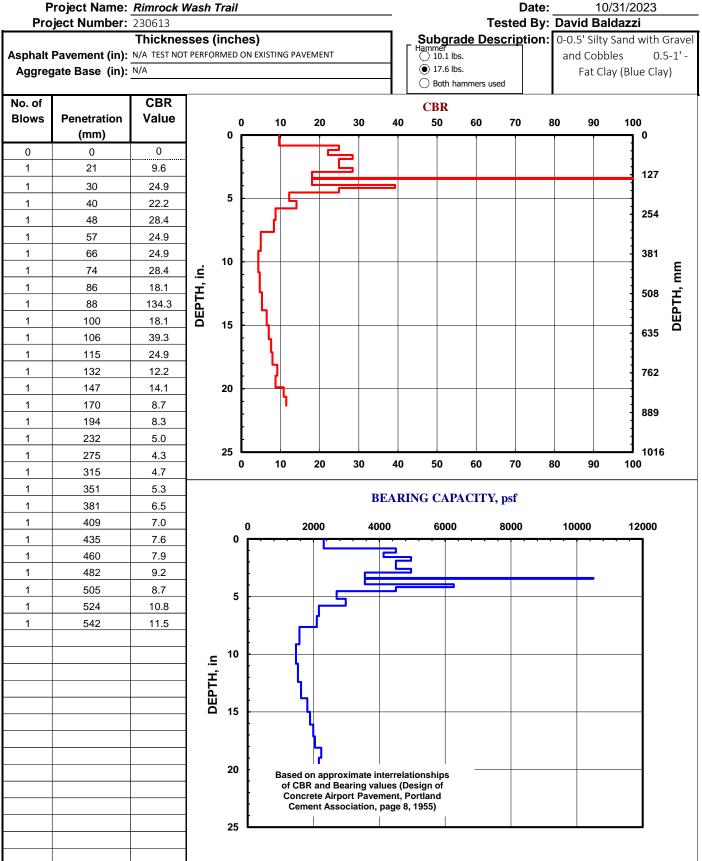


Figure A-11

APPENDIX B

LABORATORY TEST DATA



Client: City of St. George Park Planning Division

390 North 3050 East

St. George, UT 84790

Date of Report:	5/22/2023

	Rimrock \												Pr	oject #:		230613	
Location	St. Georg	e, Utah	1														
it	(ft)	t (%)	nity	Mecha	inical Gra	adation		rberg nits	_ @ _	Modi	fied Proc CBR	ctor /	nar	ngth	te	lodn	
Boring / Test Pit Number	Depth Below Ground Surface (ft)	Moisture Content (%)	In-Place Dry Desnity (pcf)	Gravel (%)	Sand (%)	Fines (%)	Liquid Limit	Plasticity Index	Swell-Consolidation Swell/Collapse @ Wetting Load (S/C @ psf)	Maximum Dry Density (pcf)	Optimum Moisture Content (%)	CBR Value	Percent Finer Than 0.02 mm (%)	Unconfined Compressive Strength (psf)	Sooluble Sulfate Content (%)	USCS Group Symbol	AASHTO Soil Classification
TP-2	2.5'	15.5	107.7						0.7% S @ 1 ksf								
TP-3	2.5'	16.8		1	21	78	49	23								CL	A-7-6(19)
	8'	22.4		0	7	93	61	34								СН	A-7-6(36)
TP-4	2'	8.0		25	31	44	35	20								SC	A-6(4)
TP-6	8'	14.1	101.2						1.0% C @ 1 ksf								<u> </u>
DCP-1	2'	12.0		4	36	60	42	21								CL	A-7-6(10)
DCP-2	1'	20.4		1	17	82	64	42								СН	A-7-6(36)
																	+
																	-
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																	1

SUMMARY OF LABORATORY TEST RESULTS



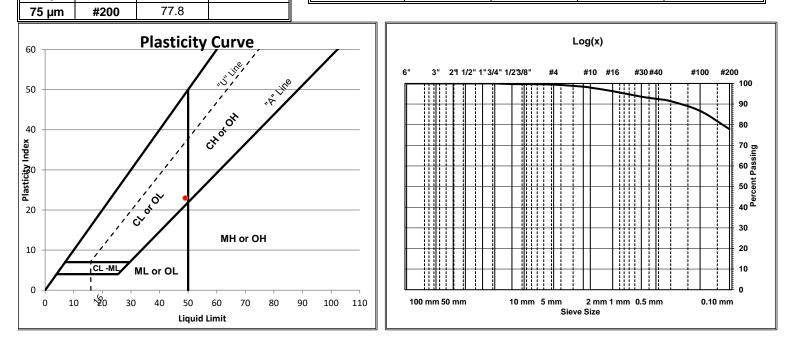
SOIL CLASSIFICATION REPORT

Date of Report: <u>11/16/2023</u> Reviewed By: Z. Girsberger

Lab#: 23SG6395

Project: Rimrock	Wash Trail	Pro	oject #:	230613
Location: St George	e	Sampled By: D. Baldazzi	Date:	10/31/2023
Type of Sample:	Purple Lean Clay with Sand	Tested By: S. Price	Date:	11/10/2023
Location of Sample	e: Test Pit 3 at 2.5'	Authorized By: Client	Date:	10/31/2023

Sieve Size		% Passing Cumulative	Specification			Test		Resu	ult	Specificatio	n Test Standard
150 mm	6"			Na	tural Moisture Co	ontent, %	16.8	8		ASTM D 2216	
75 mm	3"			Lic	quid Limit			49			ASTM D 4318
50 mm	2"			Pla	asticity Index		23			ASTM D 4318	
37.5 mm	1-1/2"			Un	ified Classification	on System	CL	-		ASTM D 2487	
25 mm	1"			AA	SHTO Classifica	tion System	A-7-6((19)		AASHTO M145	
19 mm	3/4"										
12.5 mm	1/2"	100			% Cobble	% Gra	vel	%	Sand	t	% Silt-Clay
9.5 mm	3/8"	100			> 3"	< 3" - 7	#4	< #4 - #		00	< #200
4.75 mm	#4	99			0.0	1.0		21.2			77.8
2.00 mm	#10	98									
1.18 mm	#16	96			Diameter	Diameter	Diameter Diame		Coef	ficient of	Coefficient of
425 µm	#40	93			D ₆₀	D ₃₀ D ₁₀		10 Unifo		ormity, C _U	Concavity, C _C
300 µm	#50	91									





SOIL CLASSIFICATION REPORT

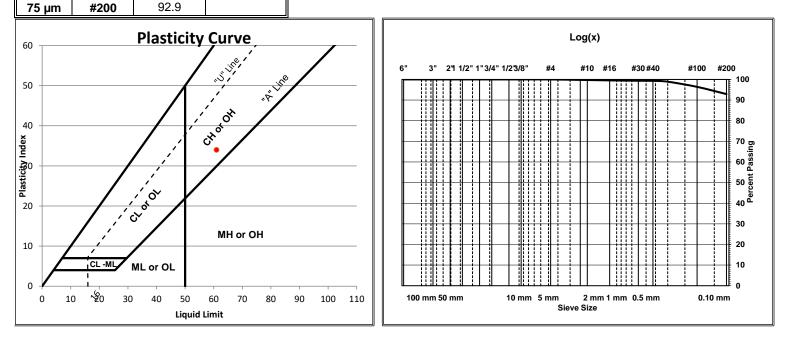
Client: City of St. George Park Planning Division 390 North 3050 East St. George, UT 84790

Date of Report: 11/16/2023

Reviewed By: Z. Girsberger

Project: Rimrock Wash Trail	Project #: 230613
Location: St George	Sampled By: D. Baldazzi Date: 10/31/2023
Type of Sample: Purple Fat Clay	Tested By: A. Pay Date: 11/15/2023
Location of Sample: Test Pit 3 at 8'	Authorized By: Client Date: 10/31/2023

Sieve Size		% Passing Cumulative Specification				Test		Result	Specificat	ion Test Stand	dard
150 mm	6"			Nat	tural Moisture Co	ontent, %		22.4		ASTM D 2	2216
75 mm	3"			Liq	uid Limit		61		ASTM D 4	1318	
50 mm	2"			Pla	sticity Index		34		ASTM D 4	1318	
37.5 mm	1-1/2"			Un	ified Classification	on System	СН		ASTM D 2	2487	
25 mm	1"			AA	SHTO Classificat	tion System	A-7-6(36)		AASHTO N	v145	
19 mm	3/4"										
12.5 mm	1/2"				% Cobble	% Gra	vel	% Sa	nd	% Silt-Clay	
9.5 mm	3/8"				> 3"	< 3" - ;	#4	< #4 - ‡	#200	< #200	
4.75 mm	#4	100			0.0	0.0		7.1		92.9	
2.00 mm	#10	100									
1.18 mm	#16	100			Diameter	Diameter	Diam	eter Co	efficient of	Coefficient of	f
425 µm	#40	99			D ₆₀	D ₃₀	D ₁	₀ Un	iformity, C _υ	Concavity, Co	с
300 µm	#50	99									
		00.0		1 5			· · · · ·				





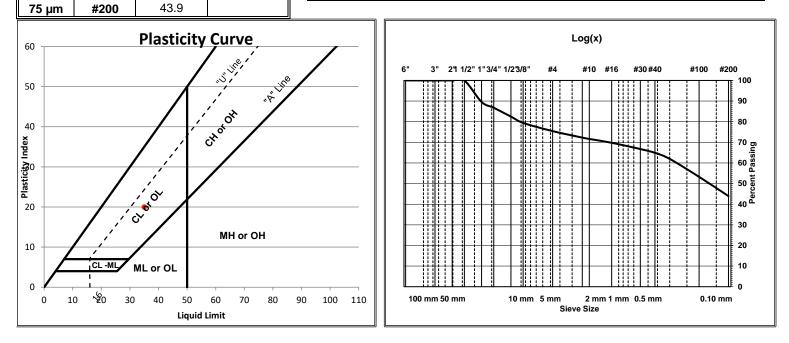
SOIL CLASSIFICATION REPORT

Date of Report: 11/16/2023

Reviewed By: Z. Girsberger Lab#: 23SG6397

Project:	Rimrock W	Project #:	230613			
Location:	St George		Sampled By: D. Bald	azzi Date:	10/31/2023	
Type of Sa	ample:	Brown Clayey Sand with Gravel	Tested By: S. Price	Date:	11/10/2023	
Location of	of Sample:	Test Pit 4 at 2'	Authorized By: Client	Date:	10/31/2023	

Sieve	e Size	% Passing Cumulative	Specification		Test		Resu	It Specif	ication	Test Standard	
150 mm	6"			Nat	tural Moisture Co	ontent, %		8.0			ASTM D 2216
75 mm	3"			Liq	uid Limit			35			ASTM D 4318
50 mm	2"			Plasticity Index			20			ASTM D 4318	
37.5 mm	1-1/2"	100		Unified Classification System			SC			ASTM D 2487	
25 mm	1"	90		AASHTO Classification System			A-6(4)		AASHTO M145	
19 mm	3/4"	87									
12.5 mm	1/2"	82		Ī	% Cobble	% Gra	vel	%	Sand	%	Silt-Clay
9.5 mm	3/8"	79			> 3"	< 3" - 7	#4	< #4	- #200		< #200
4.75 mm	#4	75			0.0	25.0		3	51.1		43.9
2.00 mm	#10	72									
1.18 mm	#16	70			Diameter	Diameter	Diam	eter	Coefficient	of C	oefficient of
425 µm	#40	65			D ₆₀	D ₃₀			Jniformity,	Cu C	oncavity, C _C
300 µm	#50	62									
		1									





SOIL CLASSIFICATION REPORT

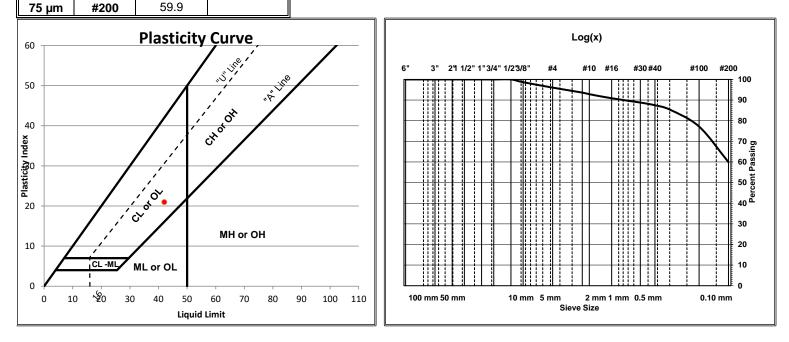
Date of Report: 11/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG6399

Project: Rimrock W	ash Trail	Pro	ject #:	230613
Location: St George		Sampled By: D. Baldazzi	Date:	10/31/2023
Type of Sample:	Purple Brown Sandy Lean Clay	Tested By: N. Klingonsmith	Date:	11/16/2023
Location of Sample:	Boring 1 at 2'	Authorized By: Client	Date:	10/31/2023

Sieve Size % Passing Cumulative Specification		Test			Result	Specificat	ion	Test Standard			
150 mm	6"			Na	tural Moisture Co	ontent, %		12.0			ASTM D 2216
75 mm	3"			Lic	uid Limit			42			ASTM D 4318
50 mm	2"			Plasticity Index			21			ASTM D 4318	
37.5 mm	1-1/2"			Unified Classification System			CL			ASTM D 2487	
25 mm	1"			AA	AASHTO Classification System			A-7-6(10)		AASHTO M145
19 mm	3/4"										
12.5 mm	1/2"	100			% Cobble	% Gra	vel	% S	and	%	Silt-Clay
9.5 mm	3/8"	99			> 3"	< 3"	#4	< #4 -	#200	<	: #200
4.75 mm	#4	96			0.0	4.0		36	.1	59.9	
2.00 mm	#10	93									
1.18 mm	#16	91			Diameter	Diameter	Diam	eter Co	pefficient of	Co	efficient of
425 µm	#40	87			D ₆₀	D ₃₀	D	u Ur	iformity, C_U	Со	ncavity, C _C
300 µm	#50	85									
_		=		1 L							



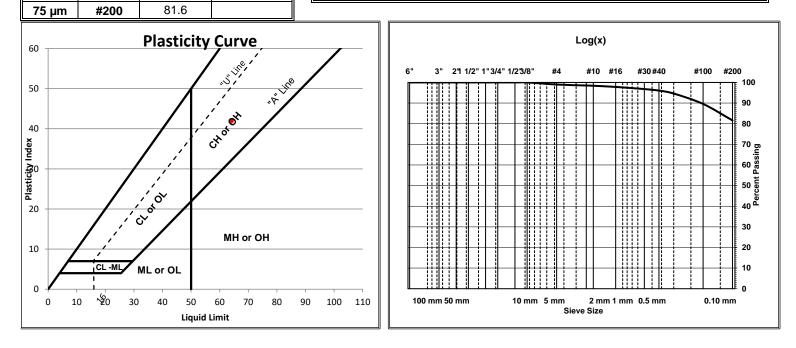


SOIL CLASSIFICATION REPORT

Date of Report:	11/16/2023				
Reviewed By:	Z. Girsberger				

Project: Rimrock	Wash Trail	Pr	oject #:	230613
Location: St Georg	e	Sampled By: D. Baldazzi	Date:	10/31/2023
Type of Sample:	Purple Fat Clay with Sand	Tested By: B. Poole	Date:	11/14/2023
Location of Sampl	e: Boring 2 at 1'	Authorized By: Client	Date:	10/31/2023

Sieve Size % Passing Cumulative Specification			Test			Resu	t Specifi	cation	Test Standard			
150 mm	6"			Na	tural Moisture Co	ontent, %		20.4			ASTM D 2216	
75 mm	3"			Lic	quid Limit			64			ASTM D 4318	
50 mm	2"			Plasticity Index			42			ASTM D 4318		
37.5 mm	1-1/2"			Unified Classification System			CH			ASTM D 2487		
25 mm	1"			AASHTO Classification System			A-7-6(3	6)		AASHTO M145		
19 mm	3/4"											
12.5 mm	1/2"				% Cobble	% Grav	vel	%	Sand	%	6 Silt-Clay	
9.5 mm	3/8"	100			> 3"	< 3" - 1	#4	< #4	- #200	< #200		
4.75 mm	#4	99			0.0	1.0		1	7.4		81.6	
2.00 mm	#10	98										
1.18 mm	#16	98			Diameter	Diameter	Diam	eter Coefficient of Co		oefficient of		
425 µm	#40	96			D ₆₀	D ₃₀	D ₃₀ D ₁₀		0 Uniformity, C _U C		oncavity, C _C	
300 µm	#50	95										





Sampled By: D. Baldazzi

Tested By: J. Bracken

Project #: 230613

Date: 10/31/2023

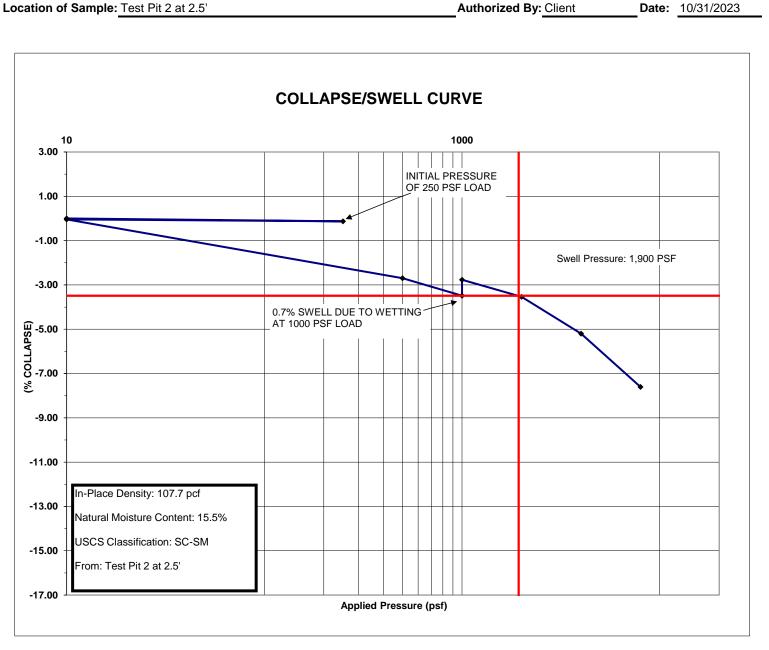
Date: 11/8/2023

Client: City of St. George Park Planning Division	Date of Report: 11/16/2023
390 North 3050 East	Reviewed By: Z. Girsberger
St. George, UT 84790	Lab#: 23SG6394
Project: Rimrock Wash Trail	Project #: 2

Location: St George

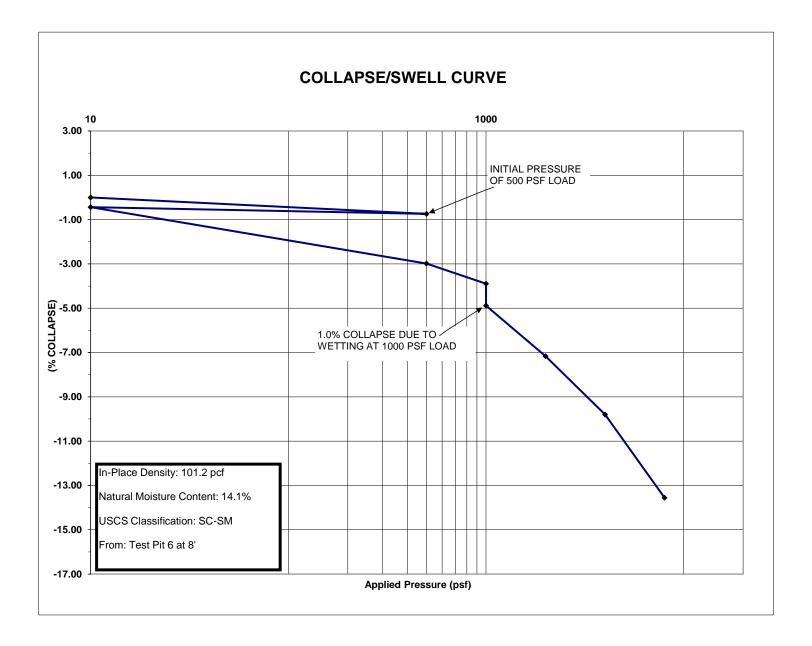
Type of Sample: SC-SM

Location of Sample: Test Pit 2 at 2.5'



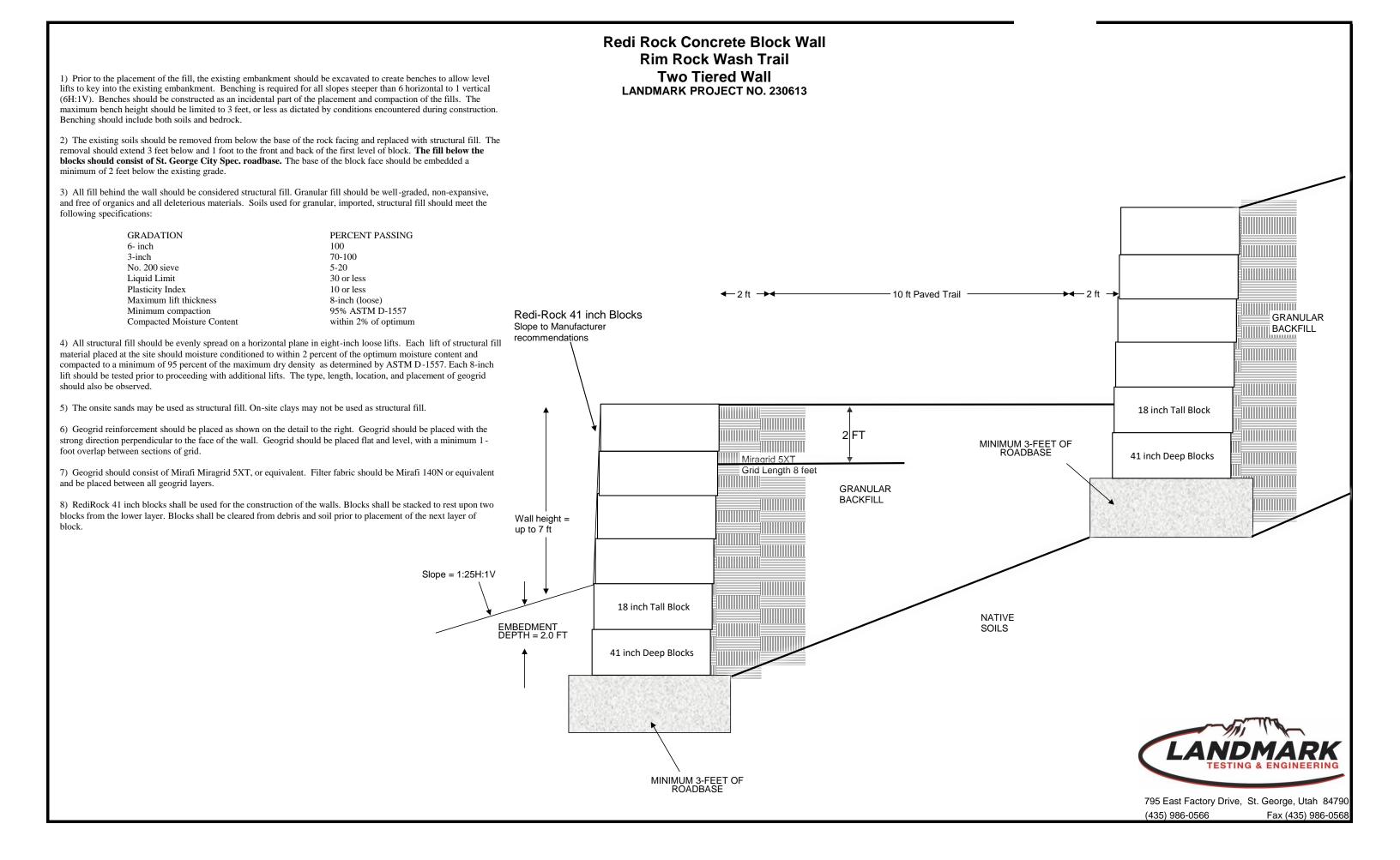


Client: City of St. George Park Planning Division	Date of Report: 11/16/2023	
390 North 3050 East	Reviewed By: Z. Girsberger	
St. George, UT 84790	Lab#: 23SG6398	
Project: Rimrock Wash Trail	Project #: 230613	
Location: St George	Sampled By: D. Baldazzi Date: 10/31/2023	
Type of Sample: SC-SM	Tested By: J. Bracken Date: 11/8/2023	
Location of Sample: Test Pit 6 at 8'	Authorized By: Client Date: 10/31/2023	



APPENDIX C

CONCRETE WALL DESIGN



Analysis of Redi Rock wall

Input data

Project :Rimrock Wash TrailDescription :7 ft Block WallCustomer :City of St. George Park Planning DivisionAuthor :Kent NelsonDate :12/14/2023Project number :230613

Settings

USA - Safety factor

Wall analysis

Verification methodology : Active earth pressure calculation : Passive earth pressure calculation : Earthquake analysis : Shape of earth wedge : Allowable eccentricity : Internal stability : Peduction eccff, of context first block, base :	Safety factors (ASD) Coulomb Mazindrani (Rankine) Mononobe-Okabe Calculate as skew 0.333 Standard - straight slip surface
Reduction coeff. of contact first block - base :	

Safety factors								
Permanent design situation								
Safety factor for overturning :	SF _o =	1.50 [–]						
Safety factor for sliding resistance :	SF _s =	1.50 [–]						
Safety factor for bearing capacity :	SF _b =	2.00 [–]						
Safety factor for sliding along geo-reinforcement :	SF _{sr} =	1.50 [–]						
Safety factor for geo-reinforcement strength :	SF _{st} =	1.50 [–]						
Safety factor for pull out resistance of geo-reinf. :	SF _{po} =	1.50 [–]						
Safety factor for connection strength :	SF _{con} =	1.50 [–]						

Blocks

No.	Description	Height	Width	Unit weight
NO.	Description	h [in]	w [in]	γ [pcf]
1	Block 28	18.00	28.00	120.00
2	Block 41	18.00	40.50	120.00
3	Block 60	18.00	60.00	130.00
4	Top block 24 straight	18.00	24.00	108.00
5	Planter 41	18.00	40.50	120.00
6	Planter 60	18.00	60.00	112.00
7	Top block 28	18.00	28.00	120.00
8	Top block 41	18.00	40.50	120.00
9	Top block 24 straight garden	18.00	24.00	80.00
10	Block R-5236 HC	36.00	52.00	110.00
11	Block R-7236 HC	36.00	72.00	110.00
12	Block R-9636 HC	36.00	96.00	110.00
13	Block R-41 HC	18.00	40.50	110.00

[Redi-Rock - Redi-Rock Wall + (32 bit) | version 5.2024.14.0 | Copyright © 2023 Fine spol. s r.o. All Rights Reserved | www.finesoftware.eu] [Redi-Rock International | (231) 237 - 9500 ext 3010| engineering@redi-rock.com] www.redi-rock.com] 1

Kent Nelson

No.	Description	Min. shear strength	Max. shear strength	Friction
		F _{min} [lbf/ft]	F _{max} [lbf/ft]	f [°]
1	Block 28	6061.00	11276.00	44.00
2	Block 41	6061.00	11276.00	44.00
3	Block 60	6061.00	11276.00	44.00
4	Top block 24 straight	6061.00	11276.00	44.00
5	Planter 41	6061.00	11276.00	44.00
6	Planter 60	6061.00	11276.00	44.00
7	Top block 28	6061.00	11276.00	44.00
8	Top block 41	6061.00	11276.00	44.00
9	Top block 24 straight garden	6061.00	11276.00	44.00
10	Block R-5236 HC	4550.00	12000.00	44.00
11	Block R-7236 HC	4550.00	12000.00	44.00
12	Block R-9636 HC	4550.00	12000.00	44.00
13	Block R-41 HC	5358.00	12906.00	37.00

Setbacks

No.	Setback
NO.	s [in]
1	0.010
2	0.375
3	1.625
4	9.375
5	16.625

Geometry

No. group	Description	Count	Setback s [in]
1	Block 41	1	1.62
2	Block 28	3	1.62
3	Top block 28	1	-

Base

Geometry

Upper setback	a ₁	=	0.00	ft	
Lower setback	a_2	=	1.00	ft	
Height	h	=	2.00	ft	
Width	b	=	5.00	ft	

Material

Soil creating foundation - Fill **Basic soil parameters**

No.	Name	Pattern	Φ _{ef} [°]	c _{ef} [psf]	γ [pcf]	Ysu [pcf]	δ [°]
1	Clay		18.00	1000.0	120.00	67.50	18.00

No.	Name	Pattern	Φ _{ef} [°]	c _{ef} [psf]	Y [pcf]	Y _{su} [pcf]	δ [°]
2	Fill		36.00	0.0	130.00	72.50	36.00

All soils are considered as cohesionless for at rest pressure analysis.

Soil parameters

Clay

Unit weight :	γ =	120.0 pcf
Stress-state :	effectiv	/e
Angle of internal friction :	φ_{ef} =	18.00 °
Cohesion of soil :	c _{ef} =	1000.0 psf
Angle of friction strucsoil :	δ =	18.00 °
Saturated unit weight :	γ _{sat} =	130.0 pcf
Fill		
Unit weight :	γ =	130.0 pcf
Stress-state :	effectiv	/e

Stress-state :	effectiv	/e
Angle of internal friction :	φ_{ef} =	36.00 °
Cohesion of soil :	c _{ef} =	0.0 psf
Angle of friction strucsoil :	δ =	36.00 °
Saturated unit weight :	γ _{sat} =	135.0 pcf

Backfill

Assigned soil : Fill Slope = 45.00 ° Geological profile and assigned soils

No	Thickness of layer t [ft]	Depth z [ft]	Assigned soil	Pattern
1	8.00	0.00 8.00	Clay	
2	-	8.00 ∞	Clay	

Terrain profile

Terrain behind the structure is flat. Water influence

Ground water table is located below the structure. **Input surface surcharges**

No.	Surch	narge	Action	Mag.1	Mag.2	Ord.x	Length	Depth
NO.	new	change	Action	[lbf/ft ²]	[lbf/ft ²]	x [ft]	l [ft]	z [ft]
1	Yes		variable	1000.00	2000.00	10.00	20.00	on terrain
No.				Name				
1	Upper Wall							

Resistance on front face of the structure

Resistance on front face of the structure: at rest Soil on front face of the structure - Fill Soil thickness in front of structure

h = 2.00 ft

Kent Nelson

Soil slope in front of structure

 β = -38.70 °

Earthquake

Factor of horizontal acceleration $K_h = 0.1150$ Factor of vertical acceleration $K_v = 0.0000$

Water below the GWT is restricted. Settings of the stage of construction

Design situation : permanent Reduction of soil/soil friction angle : do not reduce

Verification No. 1

Forces acting on construction

Name	F _{hor}	App.Pt.	F _{vert}	App.Pt.	Design
	[lbf/ft]	z [ft]	[lbf/ft]	x [ft]	coefficient
Weight - wall	0.0	-3.74	3495.6	2.53	1.000
Earthq constr.	405.6	-3.83	0.0	2.54	1.000
FF resistance	-73.1	-0.67	0.0	0.00	1.000
Weight - earth wedge	0.0	-2.41	49.8	4.58	1.000
Earthquake - soil wedge	5.7	-2.41	0.0	4.58	1.000
Weight - earth wedge	0.0	-4.00	89.0	3.82	1.000
Earthquake - soil wedge	10.2	-4.00	0.0	3.82	1.000
Weight - earth wedge	0.0	-9.29	98.1	2.86	1.000
Earthquake - soil wedge	11.3	-9.29	0.0	2.86	1.000
Active pressure	827.6	-4.27	1261.6	4.29	1.000
Earthq act.pressure	388.0	-6.19	402.9	3.99	1.000
Upper Wall	186.2	-2.81	601.6	4.82	1.000

Verification of complete wall

Check for overturning stability

Resisting moment $M_{res} = 19617.0$ lbfft/ft Overturning moment $M_{ovr} = 8119.8$ lbfft/ft

Safety factor = 2.42 > 1.50 Wall for overturning is SATISFACTORY

Check for slip

Resisting horizontal force $H_{res} = 5782.33$ lbf/ft Active horizontal force $H_{act} = 1761.51$ lbf/ft

Safety factor = 3.28 > 1.50 Wall for slip is SATISFACTORY

Overall check - WALL is SATISFACTORY Bearing capacity of foundation soil

Design load acting at the center of footing bottom

No.	Moment	Norm. force	Shear Force	Eccentricity	Stress
	[lbfft/ft]	[lbf/ft]	[lbf/ft]	[–]	[psf]
1	3499.5	5998.67	1761.51	0.117	1564.9

Service load acting at the center of footing bottom

No.	Moment	Norm. force	Shear Force
	[lbfft/ft]	[lbf/ft]	[lbf/ft]
1	3499.5	5998.67	1761.51

Verification of foundation soil

Stress in the footing bottom : rectangle

Eccentricity verification

Max. eccentricity of normal force e = 0.117Maximum allowable eccentricity $e_{alw} = 0.333$

Eccentricity of the normal force is SATISFACTORY

Verification of bearing capacity

Max. stress at footing bottom σ = 1564.9 psf Allowable bearing capacity of foundation soil R_d = 3250.0 psf

Safety factor = 2.08 > 2.00 Bearing capacity of foundation soil is SATISFACTORY

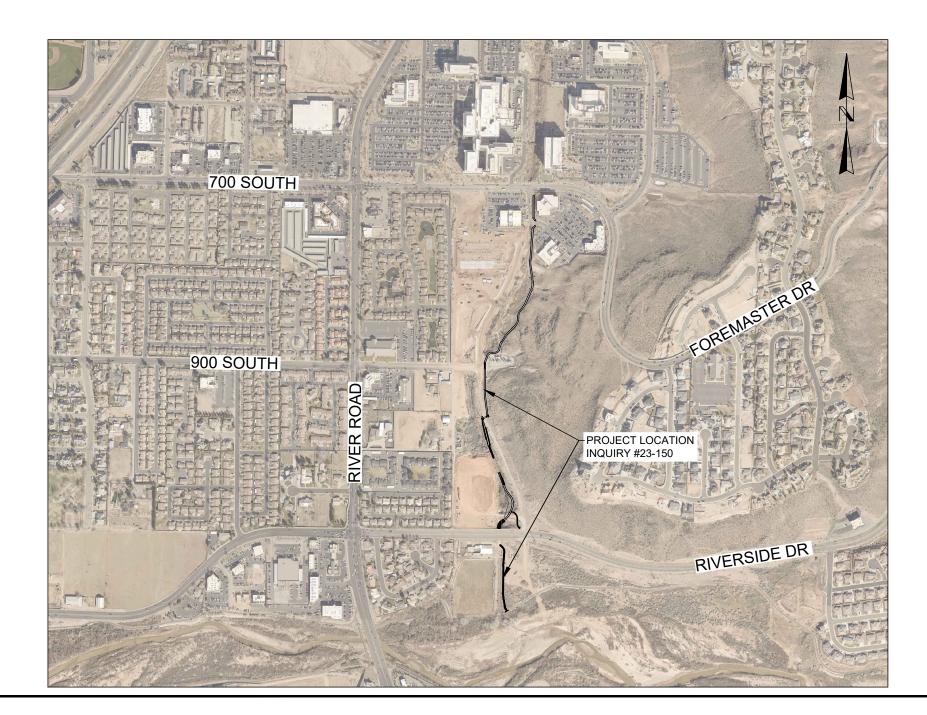
Overall verification - bearing capacity of found. soil is SATISFACTORY

EXHIBIT E Construction Plans



CONSTRUCTION PLANS FOR RIMROCK WASH TRAIL ST. GEORGE, UT INQUIRY NO: 23-150 NOVEMBER 2023

INDEX TO SHEETS				_	_		BY UAIE
SHEET NO. DESCRIPTION					+		-
1	COVER SHEET/INDEX TO SHEETS						
1A	UTILITY CONTACTS/UTILITY NOTES						0
SC-01	SURVEY CONTROL - ALIGNMENT SHEET						VIDICIA
TS-01 TO TS-06	TYPICAL SECTION SHEETS						Ľ
DT-01 TO DT-08	DETAIL SHEETS						
SM-01 TO SM-04	SUMMARY SHEETS						
PP-01 TO PP-09	PLAN & PROFILE SHEETS			Ż			
SS-01 TO SS-05	SIGNING AND STRIPING SHEETS						
						SUITE T101 390 NORTH 3050 EAST ST. GEORGE, UT 84790 ST. GEORGE, UT 84790	





GENERAL CONSTRUCTION NOTES:

- All construction and materials shall be in accordance with the project specifications; St. George City standard specifications for design and construction; any other applicable standards issued by the controlling agency. The uniform building code and all local government codes and ordinances applicable.
- The contractor shall take all precautionary measures necessary to protect the existing improvements which are to remain in place, from damage, and all such improvements or structures damaged by the contractor's operations shall be repaired or reconstructed satisfactory to the owner at the expense of the contractor.
- 3 The contractor shall be responsible for the location of and protection of all existing underground utilities and overhead power lines during construction.
- Any necessary design modifications shall be approved by the engineer. 4.
- All grading to be within +/- 0.1' of proposed elevations.
- An encroachment permit is required for any work within the public Right-Of-Way. An air quality permit is also required in order to perform construction. The contractor 6. shall secure all permits and inspections required for this construction. Contact Public Works (435-627-4050)
- The contractor shall install an information sign on site before construction begins. The sign shall have a minimum size, placement location and content information with the company name, phone number and permit number.
- 8. Contractor is responsible to obtain all necessary permits pertaining to storm water. This includes, but is not limited to, Notice of Intent, Notice of Termination, and storm water pollution prevention plan (SW3P). a SW3P tracking document will need to be signed and returned before a grading permit will be issued. the SW3P shall be prepared as required by State of Utah Division of Environmental Quality requirements. Contractor shall maintain all such permits and is required to have SW3P on-site at all times as required by St. George City and the State of Utah Department of Environmental Quality. Contact Kristi Schultz (435-627-4142, kristi.schul tz@sgcity.org).
- Projects shall submit a dust control plan with details on equipment scheduling and reporting of dust control activities.
- 10. Existing utilities are shown on the plans for the convenience of the contractor only. The engineer bears no responsibility for utilities not shown, or shown incorrectly. 11. The contractor shall provide traffic control and maintain traffic flow within all public Rights-of-Way unless arrangements are made and written approval granted from the City of St. George, Traffic control shall conform to MUTCD standards.
- 13. Contractor shall pothole all critical utilities as needed to verify location and potential conflicts.
- 14. The contractor shall be responsible for ensuring that the interior of all pipe be clear of debris including soil, rocks, trash, etc.

DOMINION ENERGY:

- 1. Developer needs to contact Dominion Energy preconstruction department prior to breaking ground for gas sign up. Eric Ward 435-669-2269 or Colby Batty 435-414-3607
- 2. Developer will be responsible to get all compaction tests done at developer's expense.
- 3. If casings/conduits are needed, they are to be installed by developer at their costs. A map will be available at dominion energy for casing locations (1155 e 350 n - St George).
- 4. All of the utility easements back of sidewalk will be graded, at full width, to within 6 inches of top back of curb before gas lines will be installed. **No retaining, rock, or block walls may be constructed on/in a pue **Developer will be responsible for the costs of any gas lines to be lowered and/or relocated after installation.**
- All trenches shall be backfilled and all debris, construction materials and excess dirt piles shall be cleared away.
- Property lot lines, back of curb and grade must be staked by developer before gas will be installed.
- Power, water, sewer lines, culverts or other hazards not clearly noticeable shall be staked by developer.
- 8. Failure to comply with the above notes will result in delay of service to this project.
- Contact JC Hall, 435-210-0729, at least two (2) weeks prior to being ready, for scheduling of installation.
- 10. **important notice** gas will be put on the schedule for installation when power trench is buried, streets are within 6 inches of sub-grade and the utility easement is graded to top back of curb.
- 11. High Pressure Gas Note:

Contractor is required to call high pressure dispatch at 801-324-3370, at least 48 hours in advance, before working within 10 feet of a high pressure gas line. This will schedule a Dominion Energy high pressure inspector to the project site.

DOMINION ENERGY HP GAS NOTES:

- Call Dominion Energy (formerly Questar Gas) at 801-324-3370, 48 hours prior to working within 10 feet of any high pressure gas line. This will schedule a 1. Company High Pressure Inspector to be present during construction activities near the HP gas pipelines
- 2. All high pressure gas pipelines shall be protected in place.
- Maintain at least 3 feet horizontal and 1 foot vertical clearance, (outside to outside) between high pressure gas pipelines and other utility pipes, boxes, manholes etc.
- 4. No vibratory on compaction equipment allowed within 5 feet of the outside of the high pressure gas line. If static rolling of the road base doesn't achieve minimum compaction specifications, flow fill will need to be used over the HP gas pipelines. Vibratory paving equipment is ok to use over the HP gas pipelines
- 5. Flow fill will also need to be used to backfill proposed utility crossings with the high pressure gas line, when the vertical clearance is less than 2 feet from outside of pipe to outside of pipe. At least 12" minimum flow sand needs to be installed directly over the high pressure gas line, under the flow fill. Visqueen plastic needs to be laid over the sand to prevent migration of the flow fill into the sand.
- Contractor to provide Dominion Energy HP Engineer with a list of construction equipment that will be crossing and working over the high pressure gas pipelines. Loading analysis needs to be performed prior to the start of construction to determine if the equipment is safe to cross the HP gas pipelines.
- Potholes of the high pressure gas pipelines shall be done at points where cover depths are unknown, especially at proposed utility crossings, so that the above requirements can be followed ...
- Bladed excavation vehicles shall not drop their blade to cut directly over the high pressure gas lines, where the cover depth is less than 3 feet. Carefully dig with a tracked excavator above the high pressure gas, with a Company High Pressure Inspector observing.

INFOWEST, CATV/FIBER OPTIC NOTES:

- 1. Developer to provide all required trenching within the project.
- 2. Any modifications required to feed project will be billed to the developer.
- 3. Infowest will provide all conduits. Call 435-272-3559 or email juc@infowest.com for conduit delivery at least one (1) week prior to opening the trench.
- 4. For commercial projects with an MDF/Comm Room. Developer will install a 2" PVC run to the exterior of building.
- 5. Any questions regarding service should be directed towards Gab Tremblay at 435-272-3559 or juc@infowest.com
- 6. Relocation of existing new or existing GO Fiber facilities are billable to the developer. the developer will be provided with an estimate of costs for work done.

TDS, CATV BROADBAND NOTES:

- The developer will provide all required trench within the project. Any modifications along the periphery to feed this project will be billed to the developer.
- 2 TDS will place conduits in an open/joint trench. Please contact TDS Engineering at 435-288-1415 at least 3 weeks prior to opening trench to create design and schedule work.
- 3 Contact TDS prior to constructing buildings for prewire options for fiber optic service. Any other questions regarding construction of service should be directed to TDS Engineering at 435-288-1415.
- Relocation of new or existing TDS facilities will be billable to the developer/contractor.
- Any modifications after conduit/cable placement will be billable to the developer/contractor as will damages caused by other contractors working for the 5. developer on this project.

LUMEN TELEPHONE NOTES:

- Developer to place conduit in all JUC trench and stub up at all power locations. Contact Lumen engineer for print if needed.
- Lumen will provide all conduit and deliver to job site. Call 435-632-6553 seven (7) days prior to requiring conduit to schedule delivery.
- Contractor to install conduit and place pull string in all conduit to verify conduit integrity.
- All conduit is 2" unless otherwise noted.
- Any questions to JUC approved plans, please contact Lumen engineer Zach Mathews at 435-673-9639.
- Any Lumen facility relocations associated with project will be billable to owner/developer. Lumen engineer must be contacted a minimum of four (4) weeks
- Developer is responsible to provide all street names and addresses within three (3) weeks of utility plan approval. Failure to provide addressed will result in a delay of service to project.

CITY OF ST. GEORGE WATER JUC NOTES:

- All waterlines works must be installed by a contractor that has been pre-qualified by the City of St. George Water Department. 2. All construction shall conform to the 'City of St. George Standard Specifications for Design and Construction', 'The International Plumbing Code', and the 'Uniform
- Building Code' Latest edition as administered by the City of St. George.
- 3
- design the contractor is responsible for costs due to changes in condition. City maps are "Best Knowledge" and approximate. The potable water supply to lawn irrigation systems shall be protected against backflow per the International Plumbing Code (IPC) Section 608.16.5 and for fire sprinkler systems per (IPC) 608.16.4.
- 5. All Backflow Assembly Installation shall comply with backflow City Ordinance 9-1-1997. Test requirements shall be in accordance with the City of St. George Backflow Ordinance 9-1-1997-5-6-5.
- 14 Gauge wire shall be taped to all water lines for locating purposes. The wire shall also be brought up at each valve box and hydrant.
- Thrust restraint on the new pipeline will be as shown on the details. Use Mega-Lug on the fittings and field lock gaskets on the required length of retrained pipe.
- Contractor shall cut off and cap (back at the water main), all existing service lines or unused stub lines that will be abandoned.
- 10. Any changes made in the field must be first approved and documented by the City of St. George Water Services Representative.
- 11. All new fire hydrants shall be installed at the correct height. Risers will not be allowed.
- 12. Irrigation water works may require additional approvals from respective irrigation companies.

ST. GEORGE ENERGY SERVICES POWER NOTES

- Primary power from switch to switch shall be 750 wire in 3" conduit.
- Primary power from vault to transformer shall be 1/0 wire in 3" conduit unless otherwise noted. All wire shall have a temperature rating of 90°c 3. Secondary power from transformer to meter (90°c temp. Rating):
 - A. For residential lots where length is less than or equal to 200-ft
 - - 100 150 amps = 1/0 in 2" conduit
 - 200 amps 4/0 in 2" conduit
 - 400 amps 350 mcm in 3" conduit
 - Contact SGES for lengths > 200-ft if not specified per plan.
 - B. For C.T. connections (services > 400 amps) secondary conduit and wire shall be sized by building electrical engineer.
- 4 Contractor to follow all blue stakes protocols
- 5. The power design on this utility plan is considered by St. George Energy Services (SGES) as preliminary and non-bidable until accompanied by a JUC approval stamp.
- 6 All primary underground power work/installation must be completed by a contractor that has been prequalified by SGES and meet all SGES standards. All overhead work/installation must be completed by SGES.
- All work done by SGES will be prepaid by the developer 7
- It is the responsibility of the design engineer to provide location and elevation of all existing and design underground/overhead utilities and structures that will 8. impact the SGES power design.
- 9. All JUC trenches will be backfilled and compacted in 6" to 8" lifts to a compaction of 95% in roadways/sidewalks and 90% behind sidewalk. Testing is to be done at middle and top of trench.
- 10 All changes to existing grades near existing power utilities must be approved by SGES prior to construction.
- Any in field changes to the JUC approved power design will be at the developer's expense and must be pre-approved and documented by SGES prior to 11. installation.

CITY OF ST GEORGE WASTEWATER JUC NOTES:

- No sewers under 9' deep unless approved by the City of St. George Wastewater Department.
- Any sewers not in public streets shall show recorded easements.
- Buildings may require interceptors at a later date. 3.
- All sewer manholes shall have "City of St. George" logo lids for final inspection.
- 100' Maximum space between sewer lateral cleanouts.
- All construction shall conform to the "City of St. George Standard Specifications for Design and Construction", "The International Plumbing Code", and the "Uniform Building Code" latest edition as administered by the City of St. George.

DIXIE POWER JUC NOTES

4.

5

6

8.

9.

WARNING TAPE -

MIN. 12" DEEP

MIN. 24" DEEP

MIN, 32" DEEP

MIN. 42" DEEP

6" WIDE MIN.

project.

installation

shall be followed at all times

0000

000-

000-

24"

PLACE SAND 12"

AS NEEDED

AS NEEDED

ABOVE, 6" BELOW AND

BOTH SIDES OF UTILITY

CENTURYLINK (1) 2" CONDUIT GO FIBER (1) 2" CONDUIT TDS COMMUNICATION (2) 2" CONDUITS

SECONDARY POWER CONDUITS

PRIMARY POWER CONDUITS

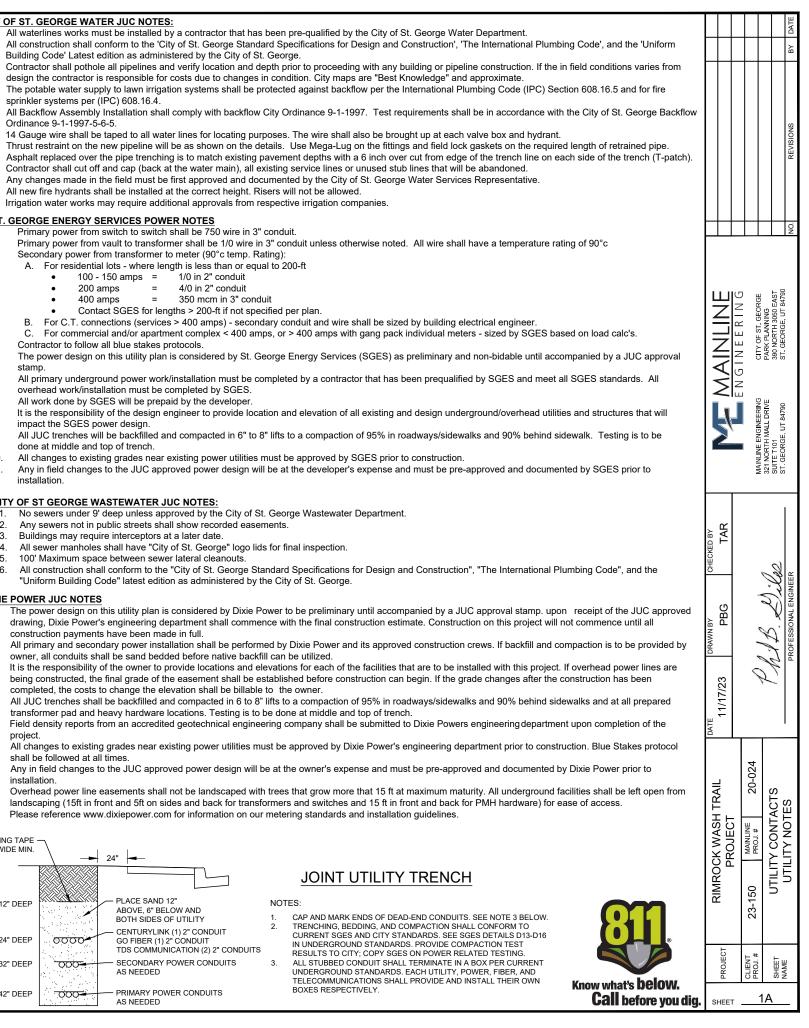
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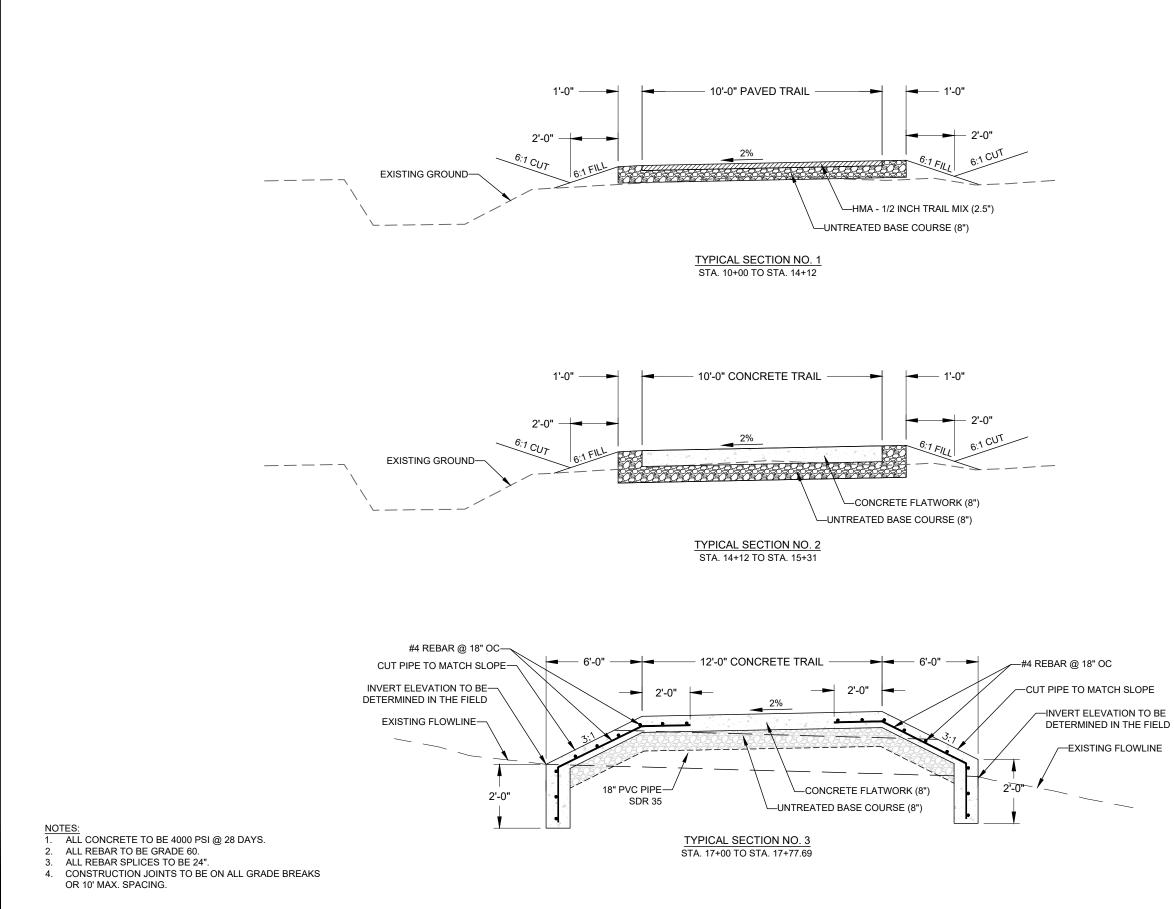
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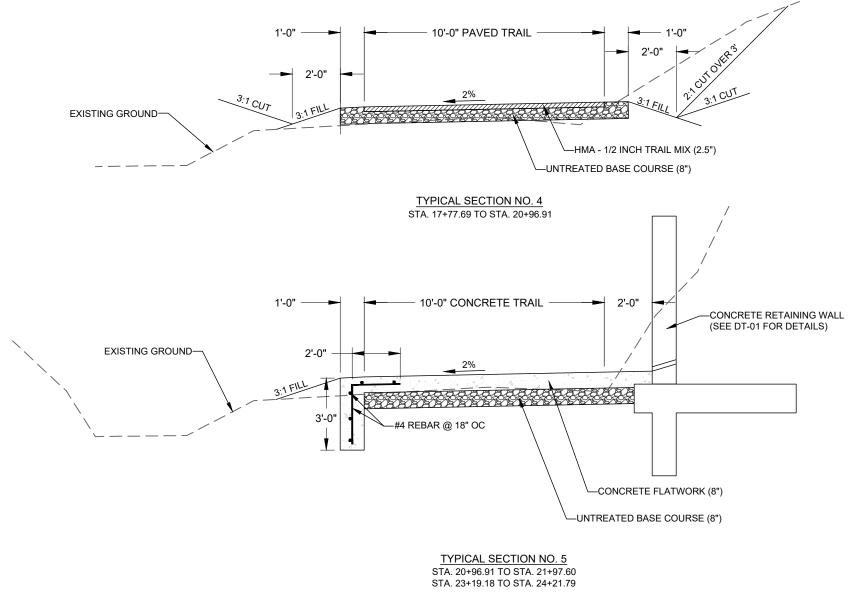
- The power design on this utility plan is considered by Dixie Power to be preliminary until accompanied by a JUC approval stamp. upon receipt of the JUC approved drawing. Dixie Power's engineering department shall commence with the final construction estimate. Construction on this project will not commence until all construction payments have been made in full
- All primary and secondary power installation shall be performed by Dixie Power and its approved construction crews. If backfill and compaction is to be provided by owner, all conduits shall be sand bedded before native backfill can be utilized.

completed, the costs to change the elevation shall be billable to the owner.

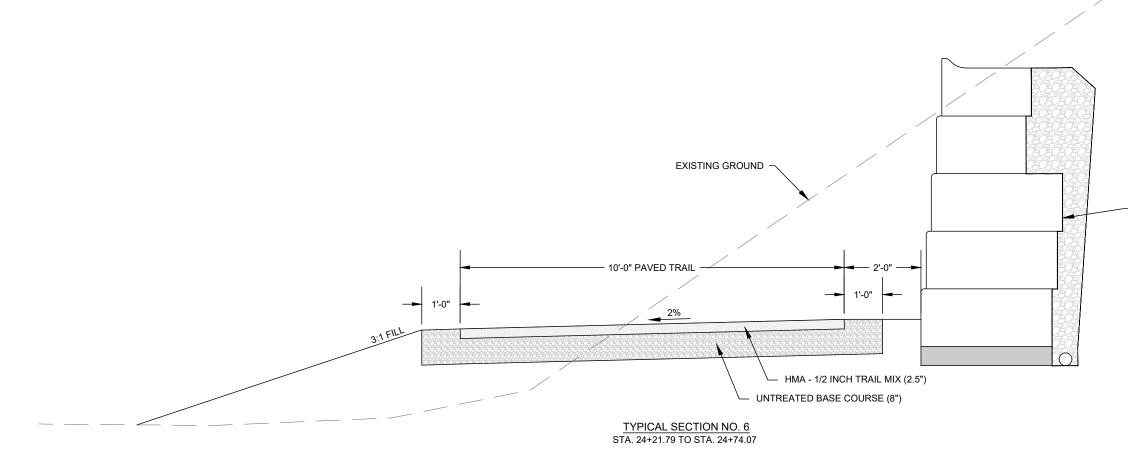




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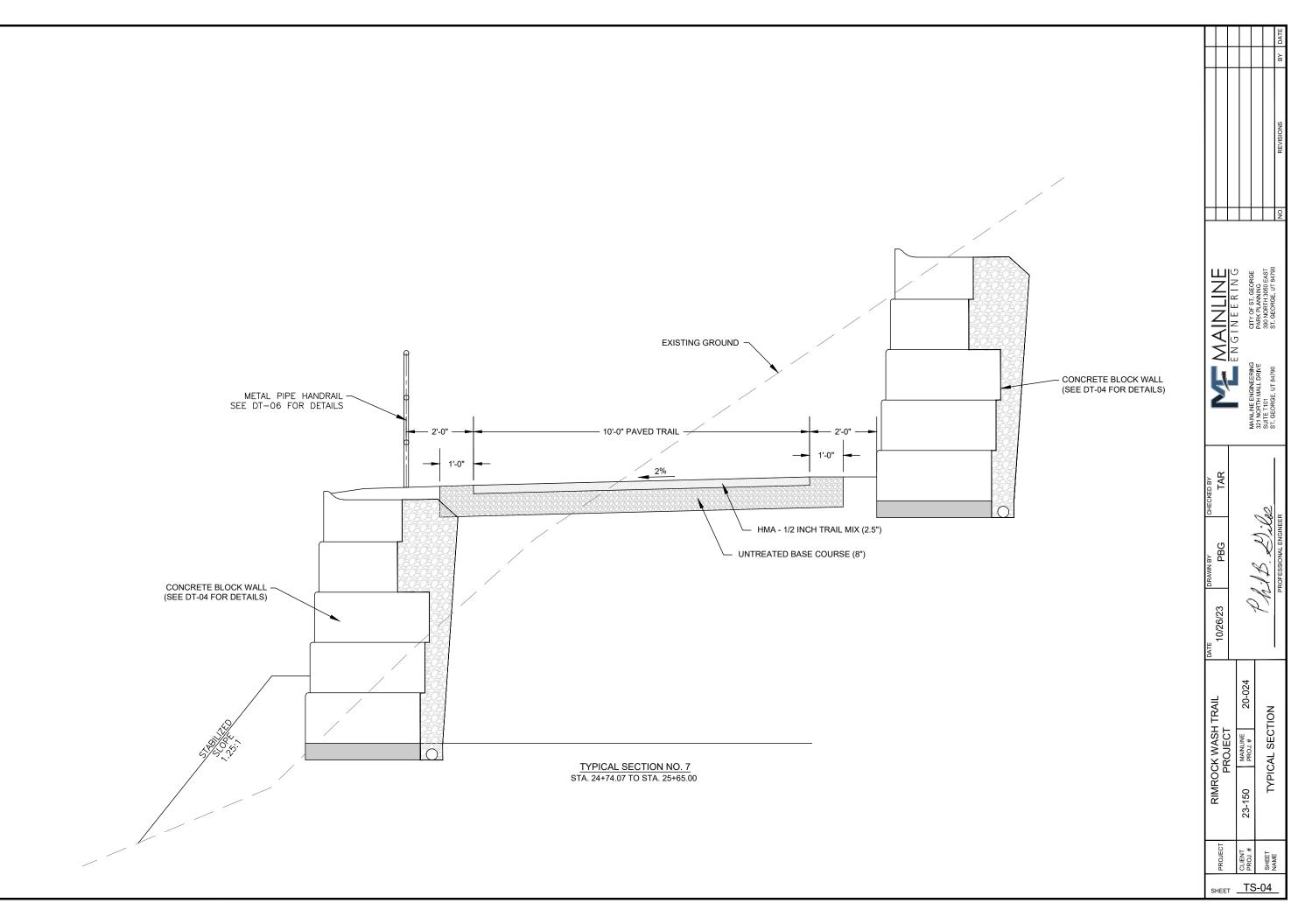


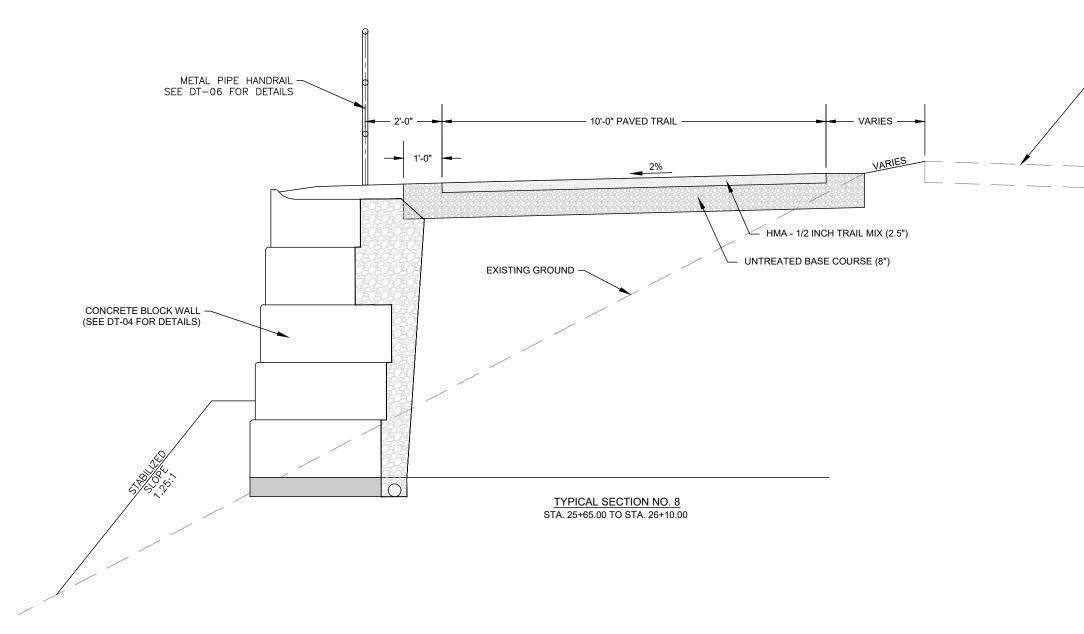
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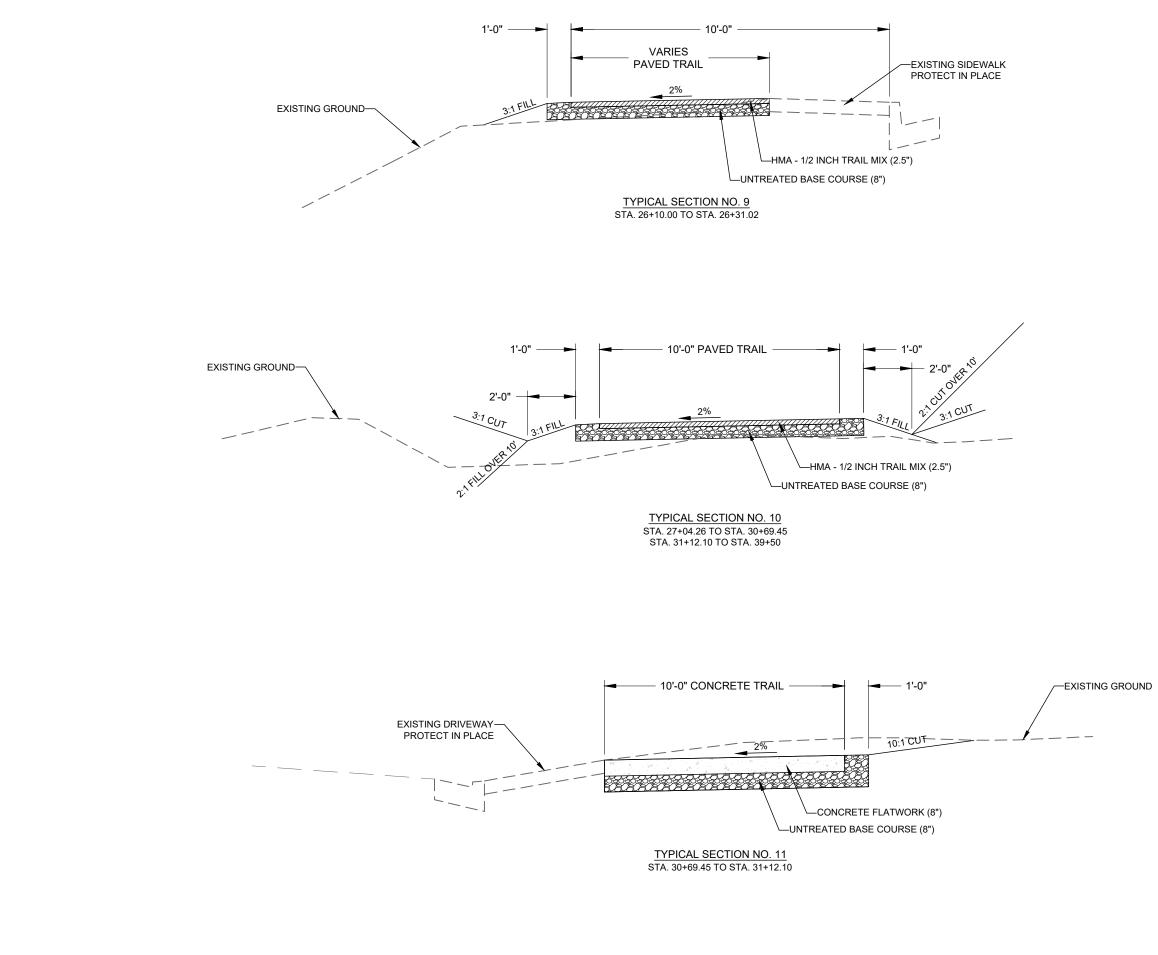
- CONCRETE BLOCK WALL (SEE DT-04 FOR DETAILS)





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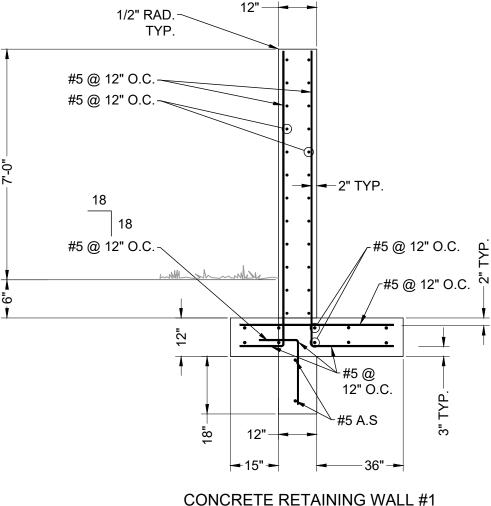


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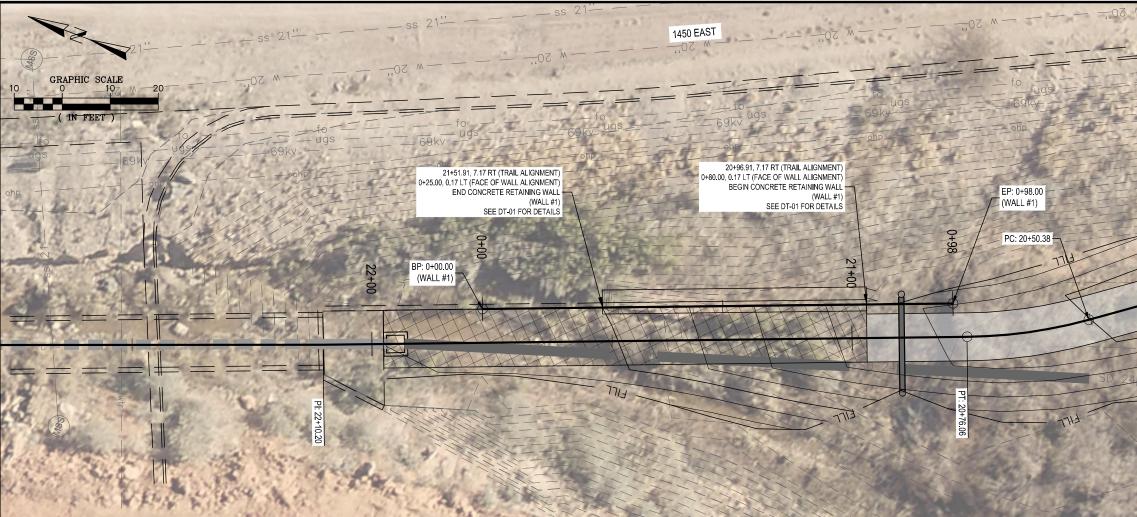
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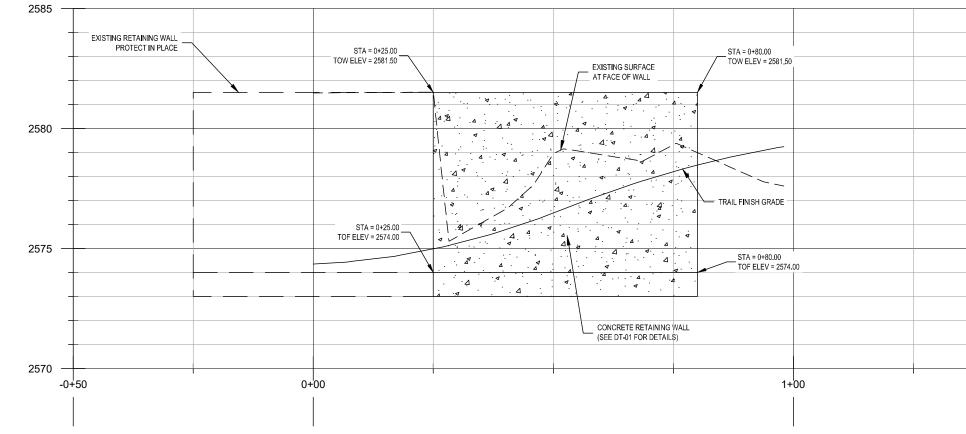
- DESIGN COMPLIES WITH 2012 INTERNATIONAL BUILDING CODE, ACI 318 AND ASCE 7. RETAINING 1. WALL DESIGN FOR COMBINED LIVE LOAD, DEAD LOAD AND SEISMIC LOAD PER GEOTECH REPORT.
- 2. MINIMUM CONCRETE MIX REQUIREMENTS (IN ACCORDANCE TO ACI 318, SECTION 4.3): CONCRETE COMPRESSIVE STRENGTH. fc: 4000 PSI MAXIMUM WATER TO CEMENT RATIO: 0.45 TYPE V + POZZOLAN OR SLAG **CEMENTITIOUS MATERIAL:**
- 3. STRUCTURAL CONCRETE SHALL REACH A MINIMUM 3-DAY COMPRESSIVE STRENTH OF 1500 PSI AND SHALL REACH THE SPECIFIED COMPRESSIVE STRENGTH IN 28 DAYS. CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C 150 "TEST METHOD SAMPLING AND TESTING CONCRETE MASONRY UNITS AND RELATED UNITS". CEMENTITIOUS MATERIAL SHALL CONFORM TO ASTM C 150 "SPECIFICATION FOR PORTLAND CEMENT"
- DEFORMED CONCRETE REINFORCING SHALL BE GRADE 60 REINFORCING STEEL CONFORMING TO 4. ASTM A 615 "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN CARBON-STEEL BARS FOR CONCRETE REINFORCEMENT".
- BAR MATS FOR CONCRETE REINFORCING SHALL CONFORM TO ASTM A 184 "STANDARD 5. SPECIFICATION FOR WELDED DEFORMED STEEL BAR MATS FOR CONCRETE REINFORCEMENT". REINFORCING BARS USED IN BAR MATS SHALL CONFORM TO ASTM A 515 OR ASTM A 706.
- NO ADMIXTURES, OTHER THAN AIR-ENTRAINING ADMIXTURE CONFORMING TO "STANDARD 6. SPECIFICATIONS FOR AIR ENTRAINING ADMIXTURES FOR CONCRETE" (ASTM C 260) MAY BE USED WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER, CALCIUM CHLORIDE AND CONCRETE ADMIXTURES CONTAINING CHLORIDE SALTS ARE NOT PERMITTED.
- LAP ALL REINFORCING BARS ACCORDING TO THE FOLLOWING LAP SPLICE SCHEDULE, WHERE 7. WALL/FOOTING REINFORCING IS REQUIRED TO BE SPLICED, SPLICING SHALL ONLY TAKE PLACE IN HORIZONTAL REBAR ONLY. NO VERTICAL REBAR TO BE SPLICED:

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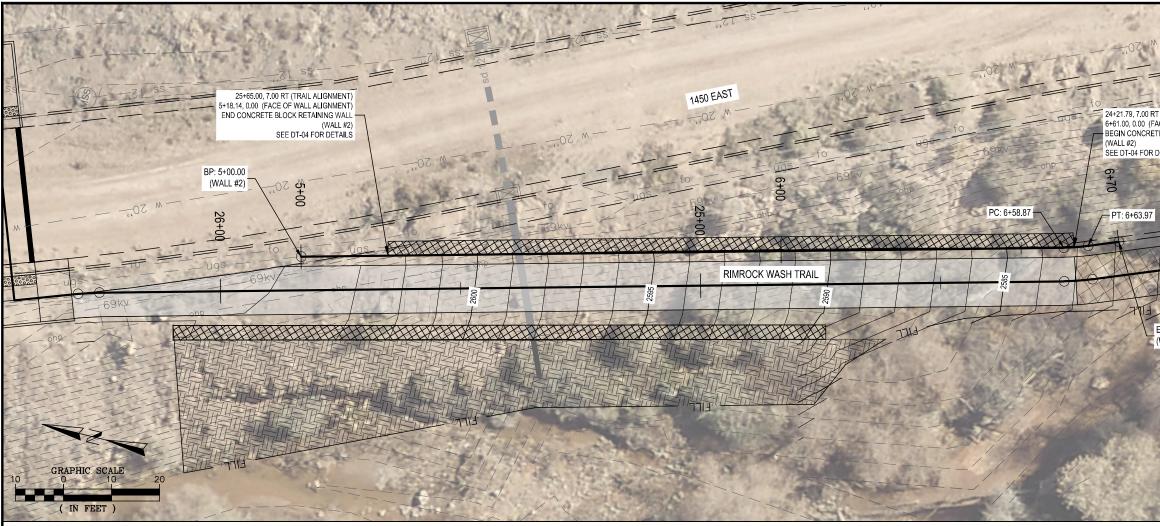


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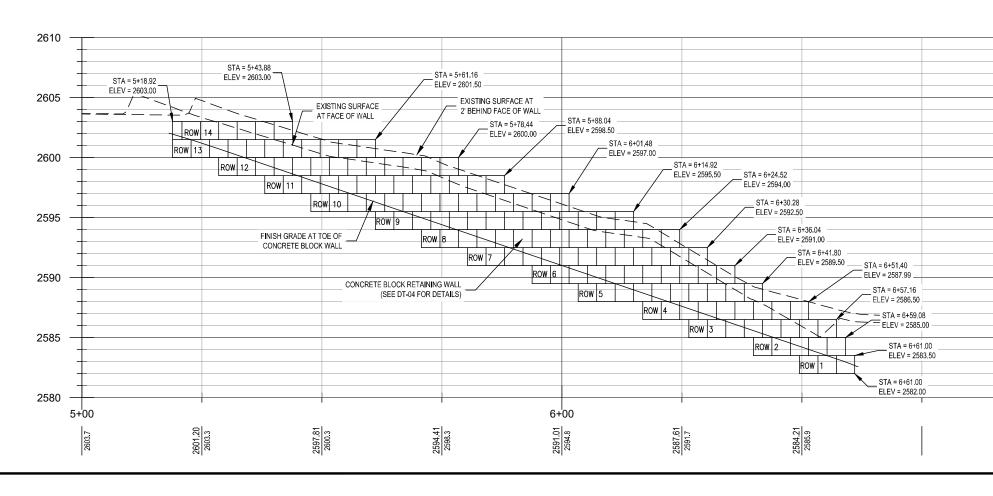


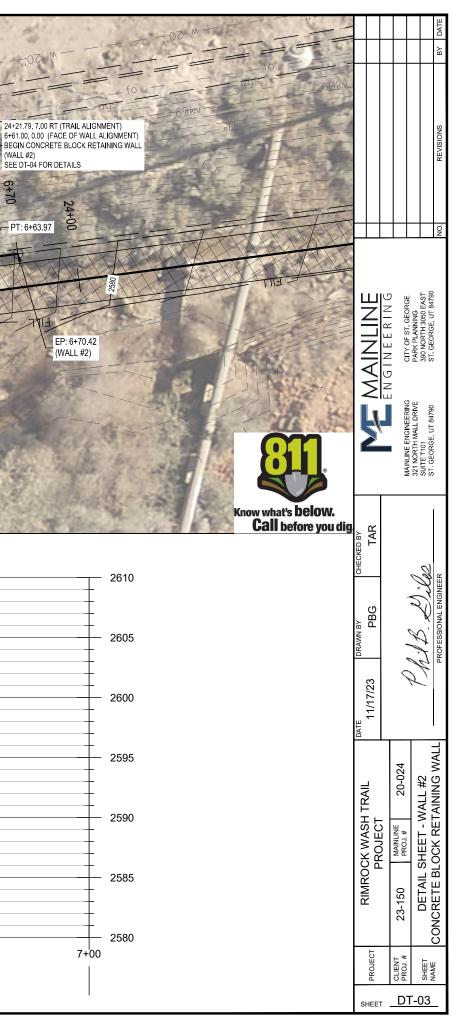




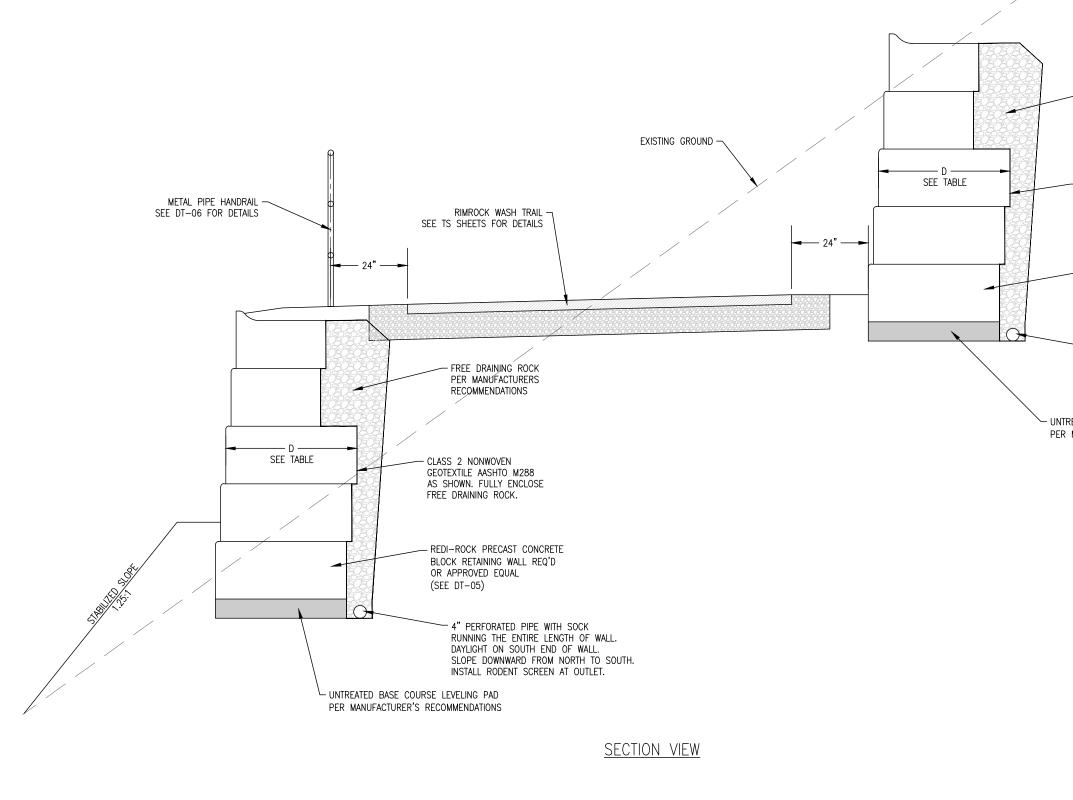


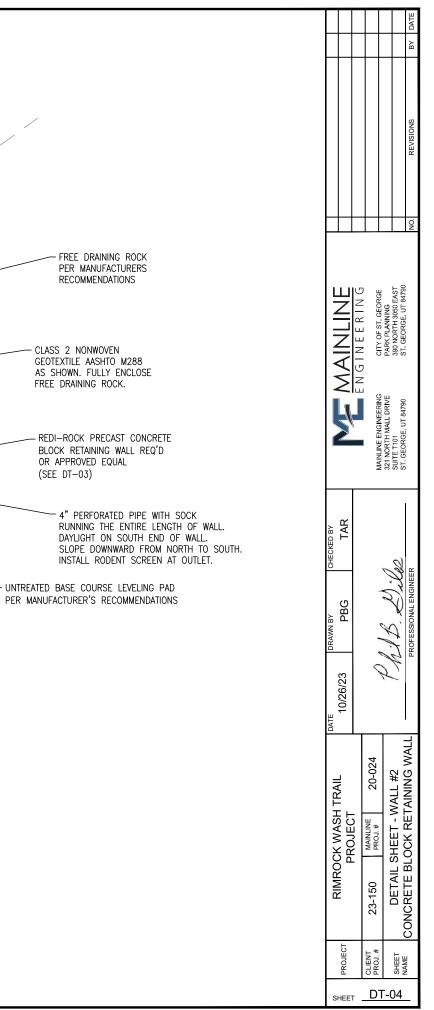


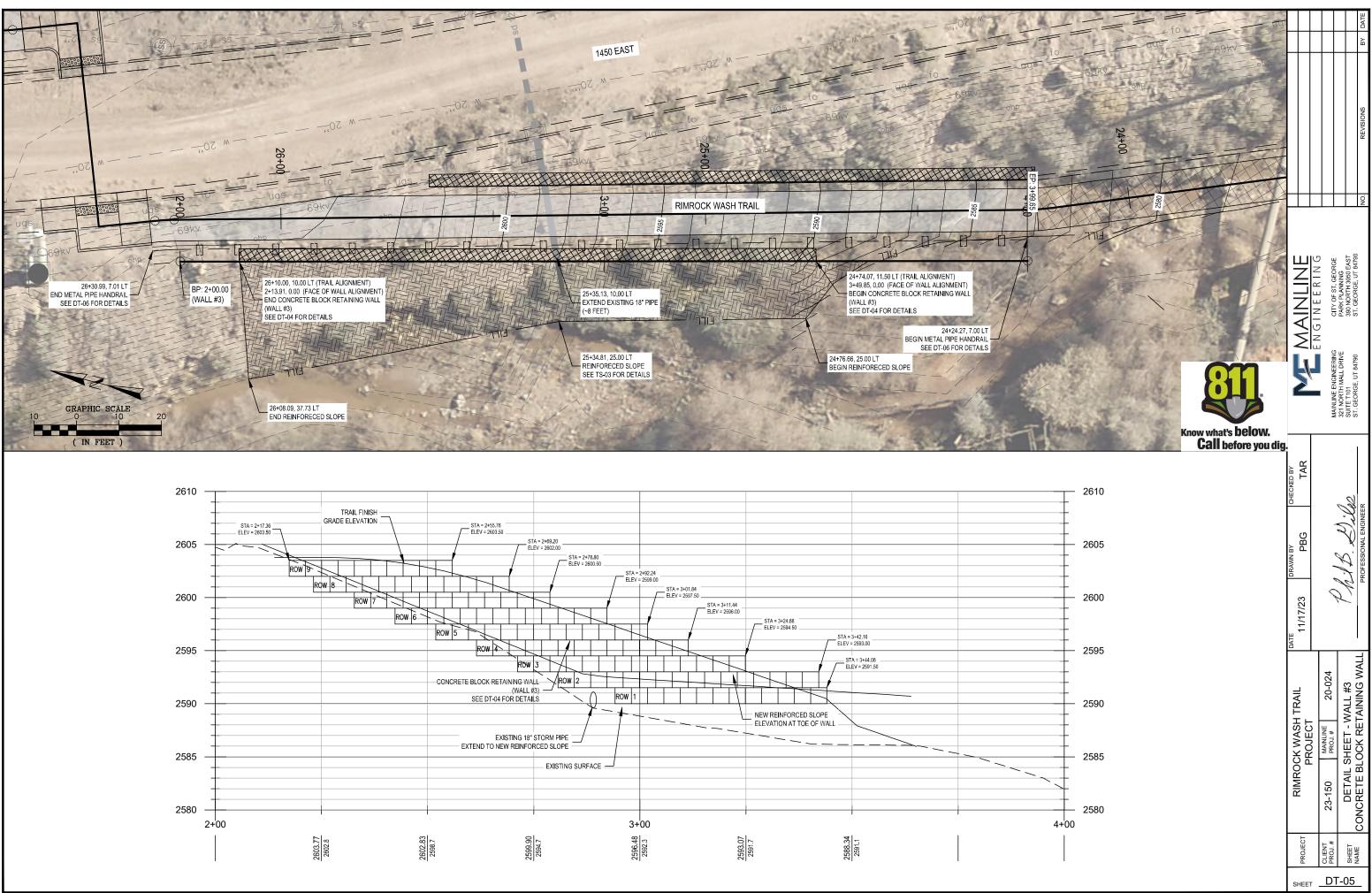


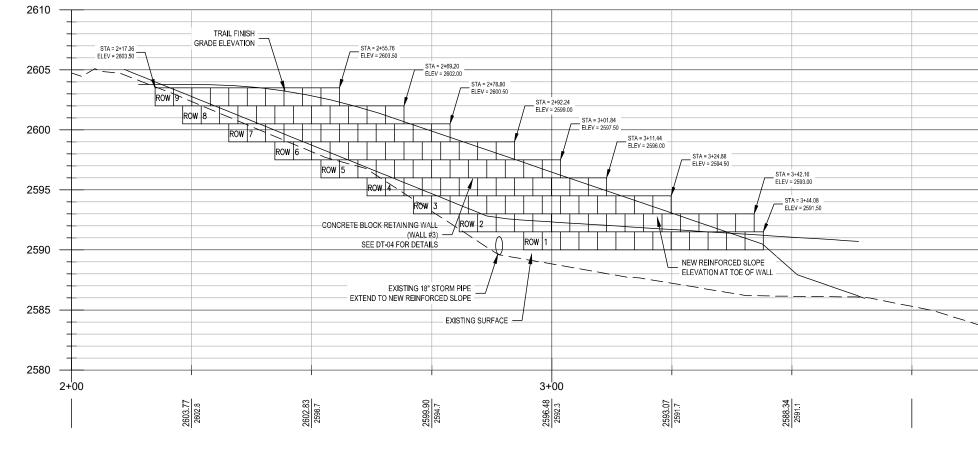


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BOTTOM 3 BLOCKS (COURSES 1-3)	41"
TOP 2 BLOCKS COURSES 4-5	28"





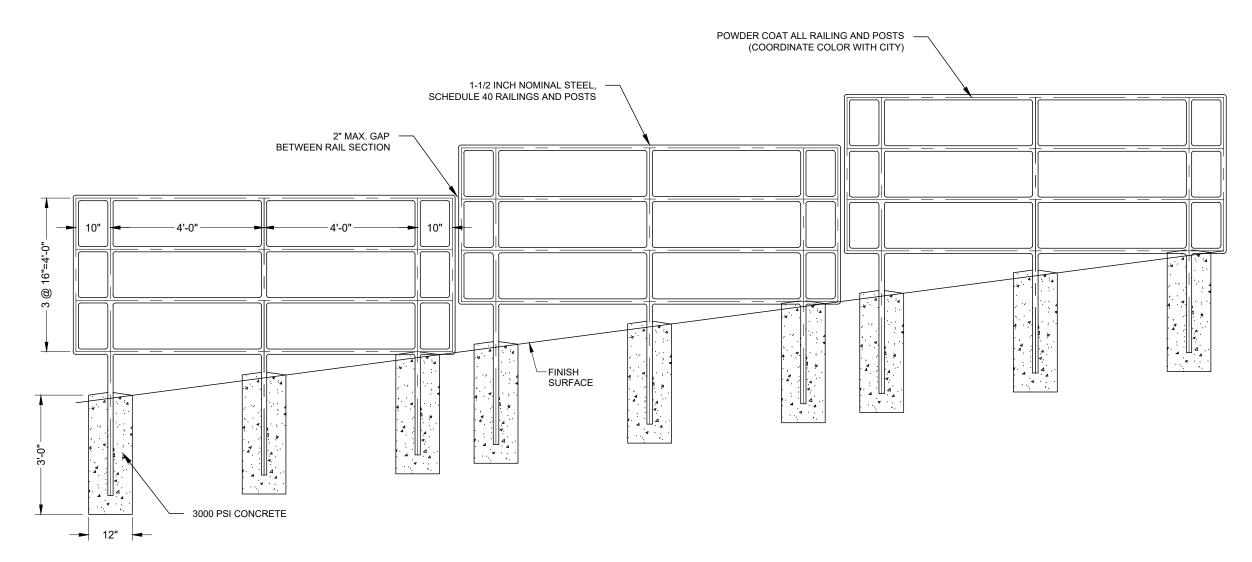




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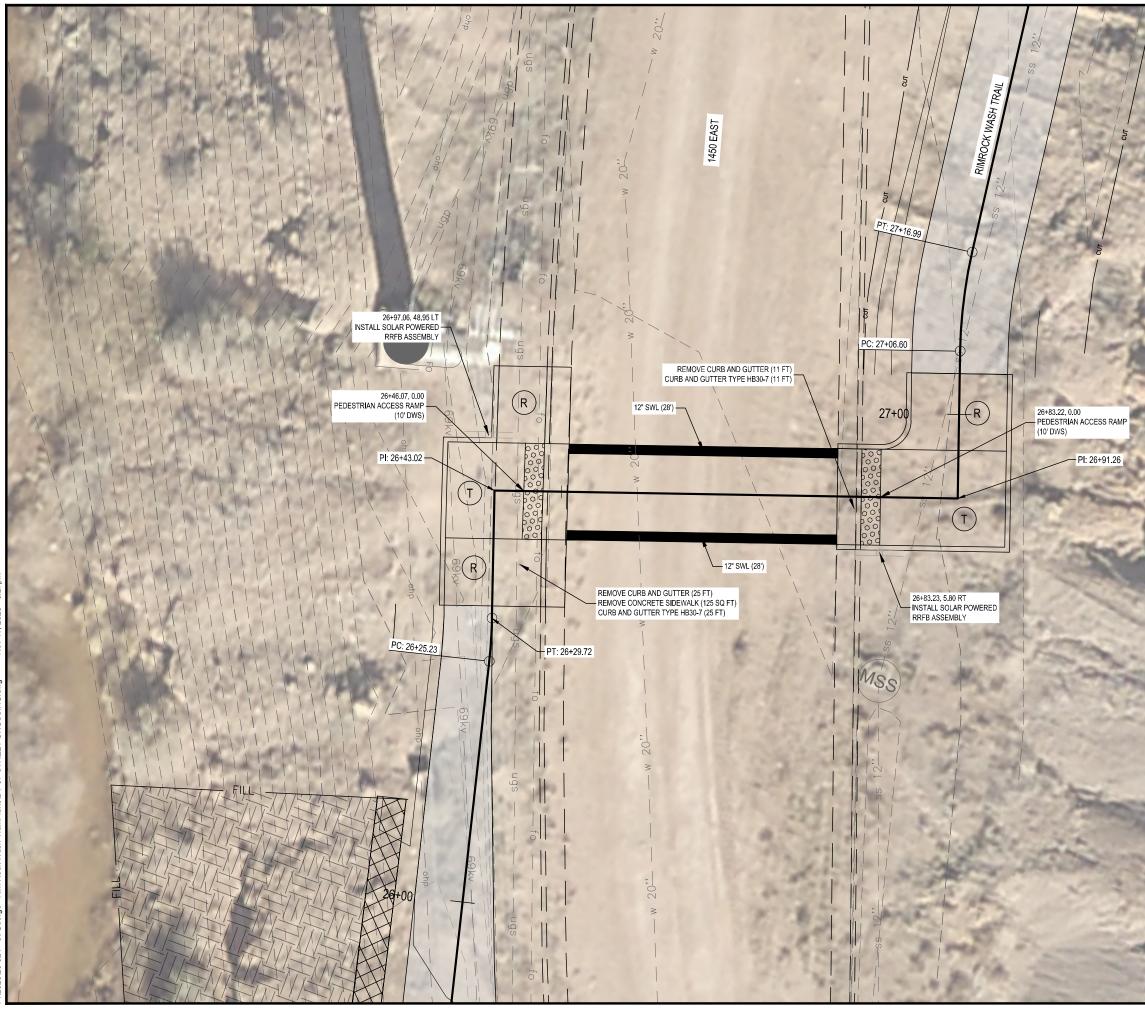
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- STEEL RAILING AND POSTS: 1–1/2" SCHEDULE 40 PIPE, NOMINAL. ALL PIPE FOR RAILING AND POSTS SHALL CONFORM TO ASTM-A-53. ALL WELDS ON EXPOSED SURFACES SHALL BE GROUND FLUSH WITH ADJACENT SURFACES. PLUMB ALL POSTS AND INSTALL RAILING LEVEL. SHOP COAT RAILINGS AND POSTS. FIELD COAT WHERE SHOP COATING IS DAMAGED IN THE FIELD. 4. 5.



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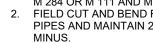


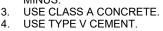
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GENERAL NOTES:

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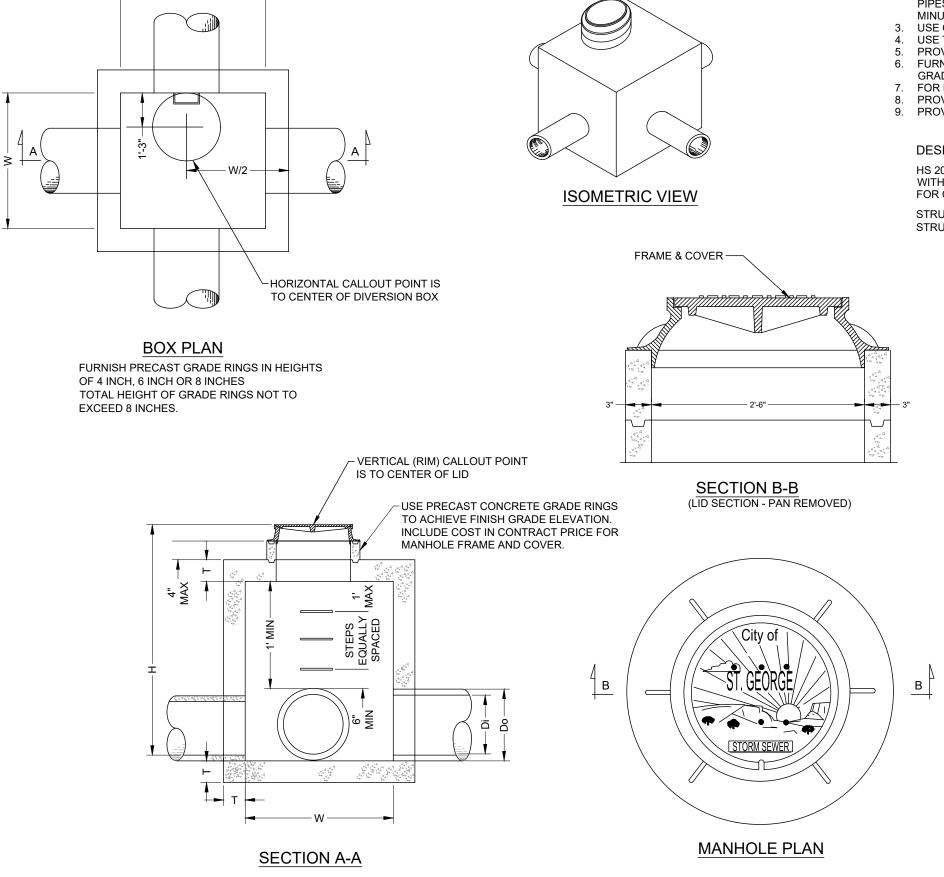


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DESIGN DATA

STRUCTURAL STEEL STRUCTURAL CONCRETE

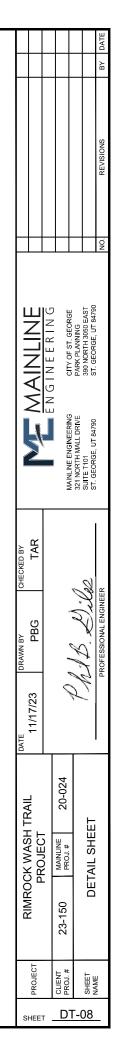


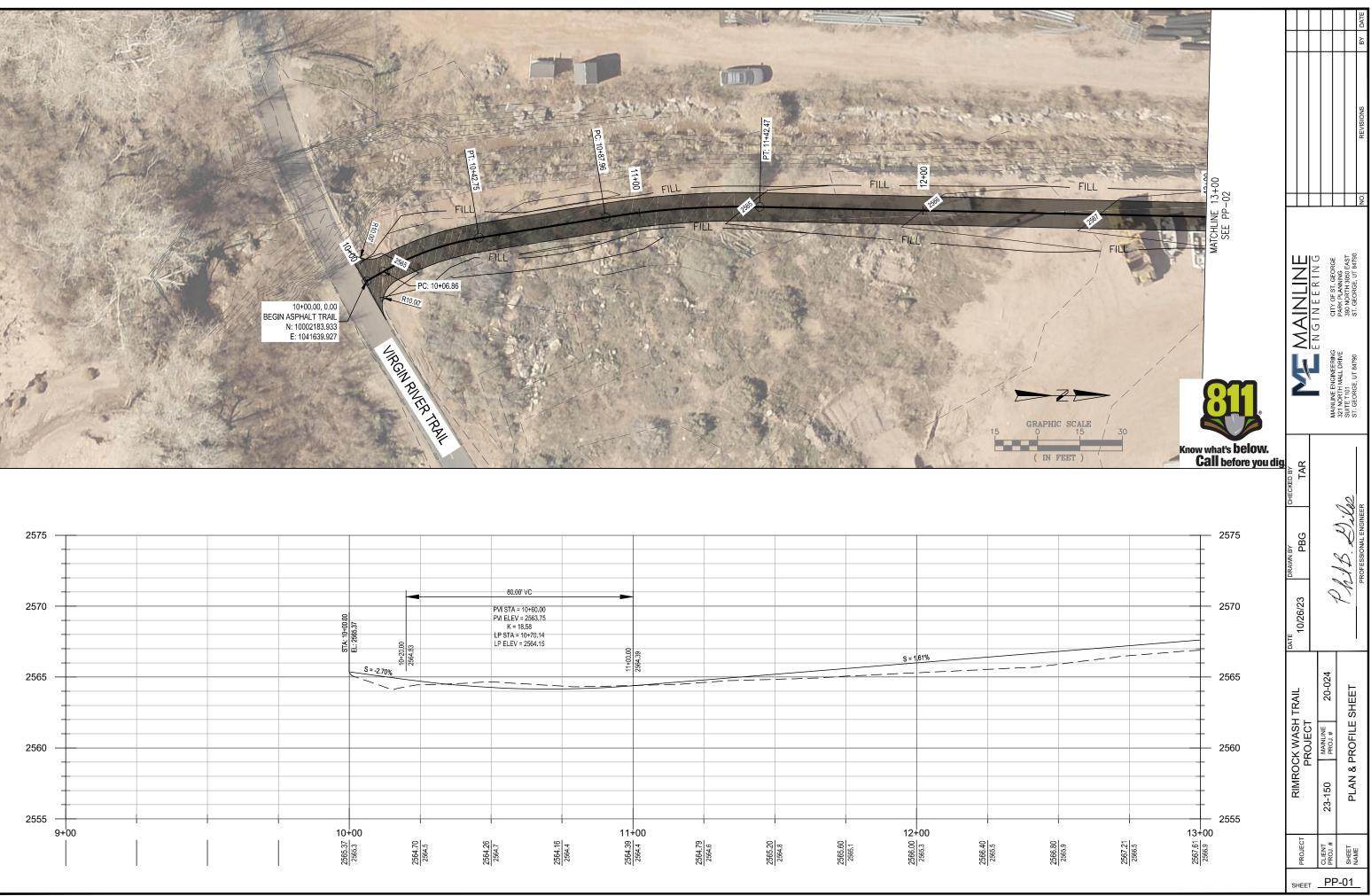
USE DEFORMED REINFORCING STEEL BARS CONFORMING TO AASHTO M 284 OR M 111 AND M 31 GRADE 60 RESPECTIVELY. FIELD CUT AND BEND REINFORCING STEEL AS NECESSARY TO CLEAR PIPES AND MAINTAIN 2" COVER. ALL BARS TO BE #5 AT 12" PLUS OR

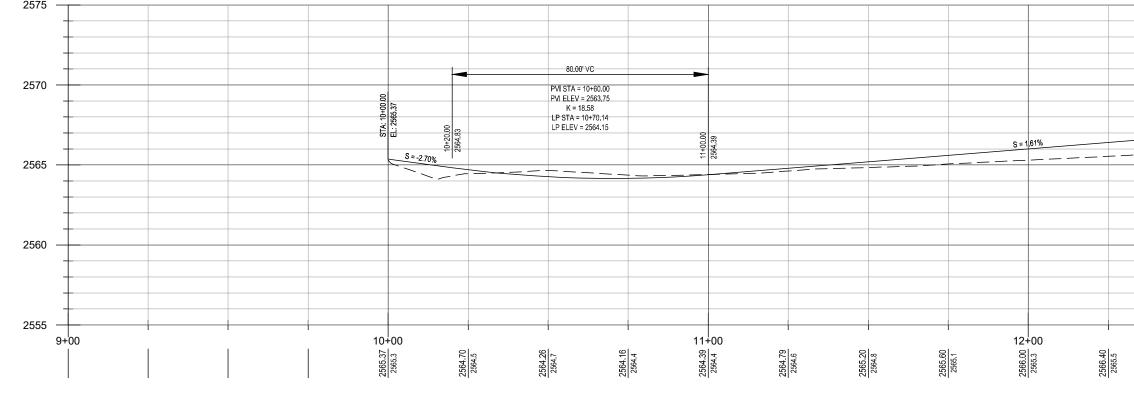
PROVIDE 2" CONCRETE COVER TO REINFORCING STEEL. FURNISH MANHOLE COVER IN EITHER DUCTILE IRON (ASTM A 536 GRADE 60) OR GRAY CAST IRON (AASHTO M 105, CLASS 30B). FOR NUMBER, LOCATION, AND SIZE OF PIPE SEE ROADWAY PLANS. PROVIDE ³/⁴" CHAMFER ON ALL EXPOSED CONCRETE CORNERS. PROVIDE MANHOLE STEPS IN EACH BOX.

HS 20-44 OR ALTERNATE LOADING IN ACCORDANCE WITH CURRENT AASHTO INTERIM SPECIFICATIONS FOR CAST IN PLACE STRUCTURAL CONCRETE.

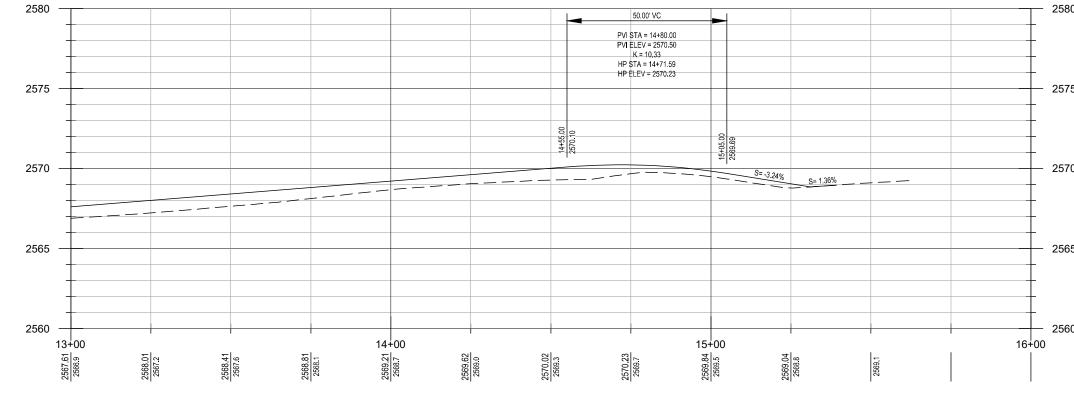
Fy = 36,000 psi f'c = 4,000 psi Fy = 60,000 psi n = 8



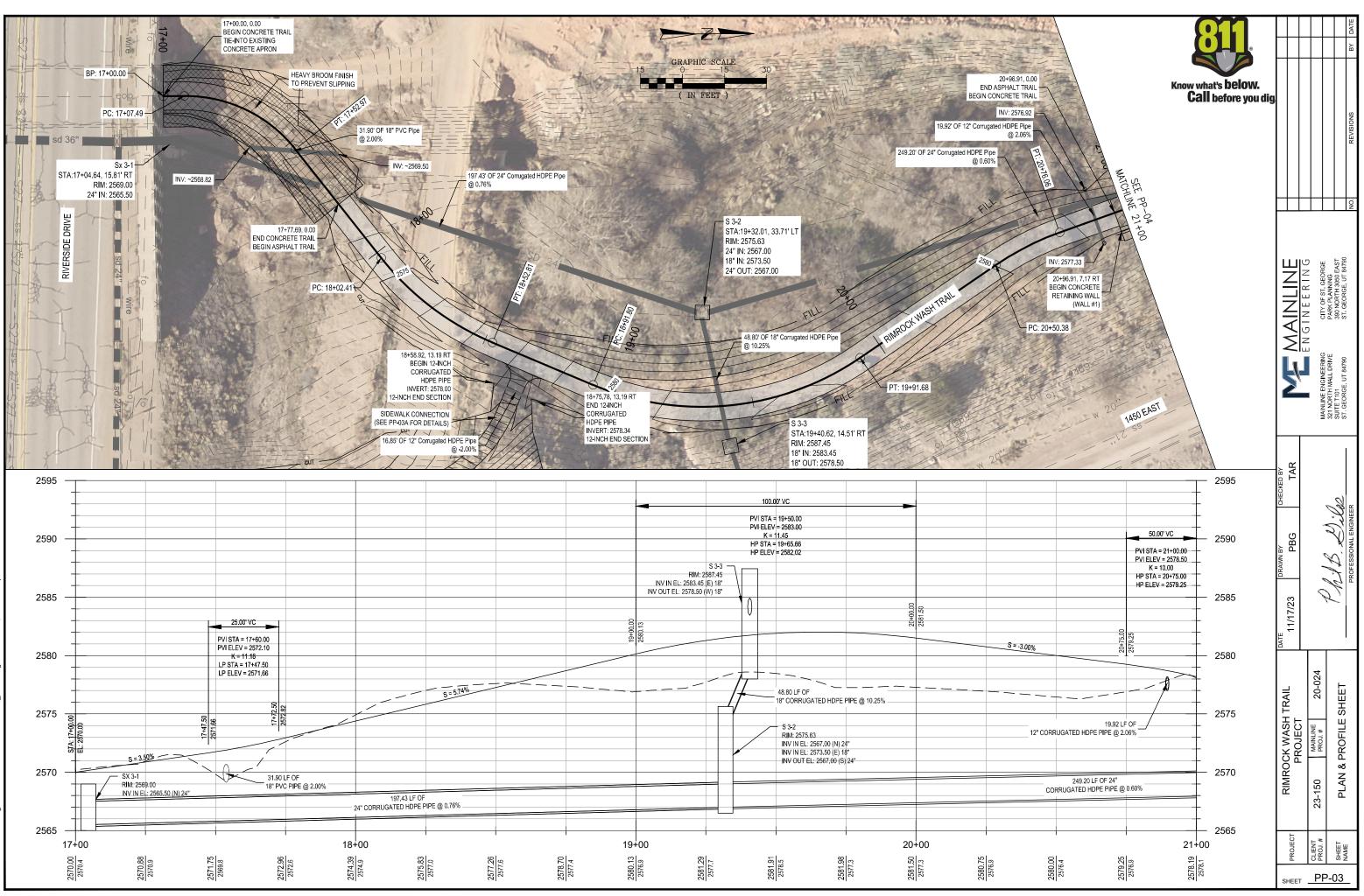


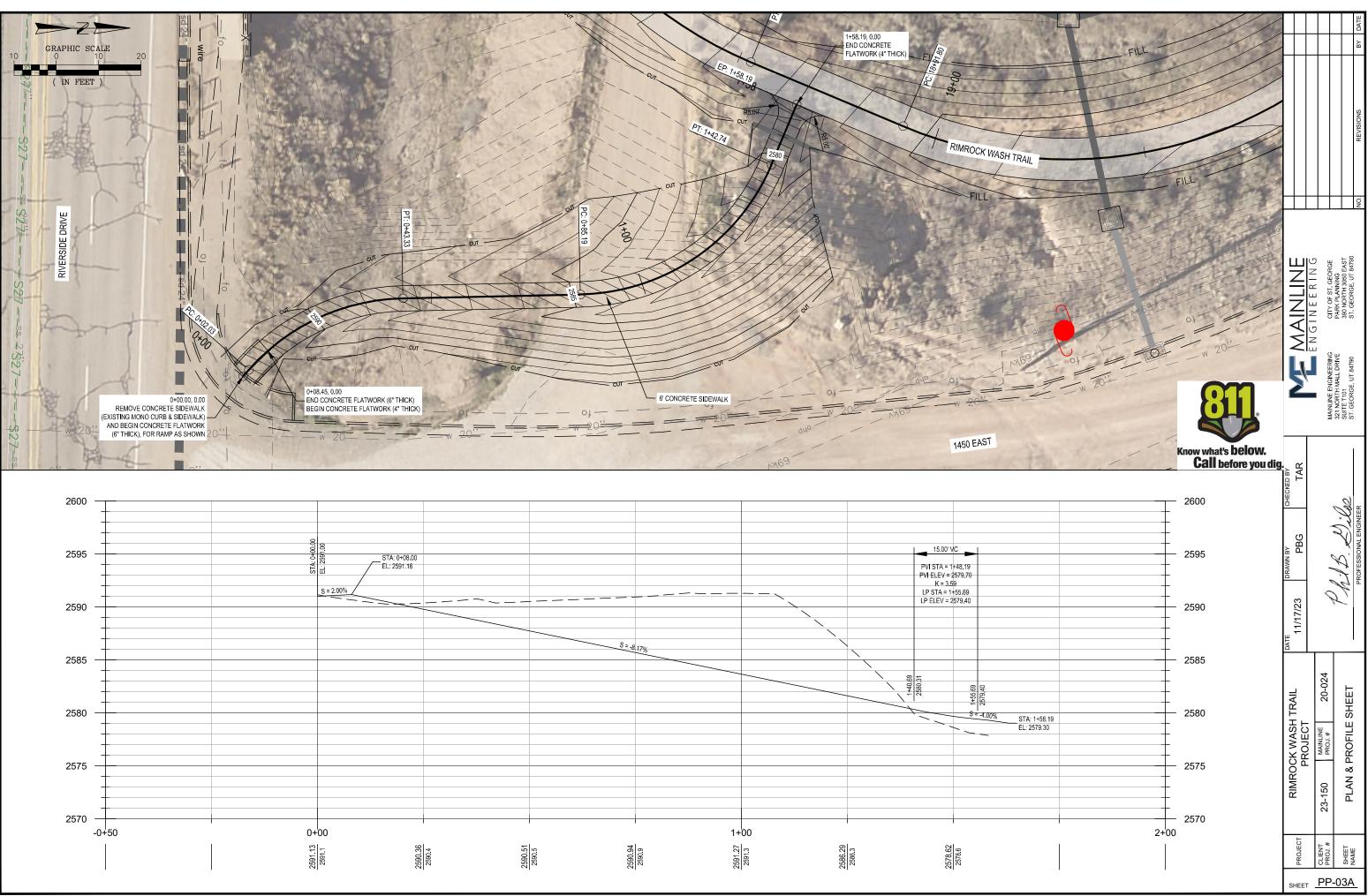


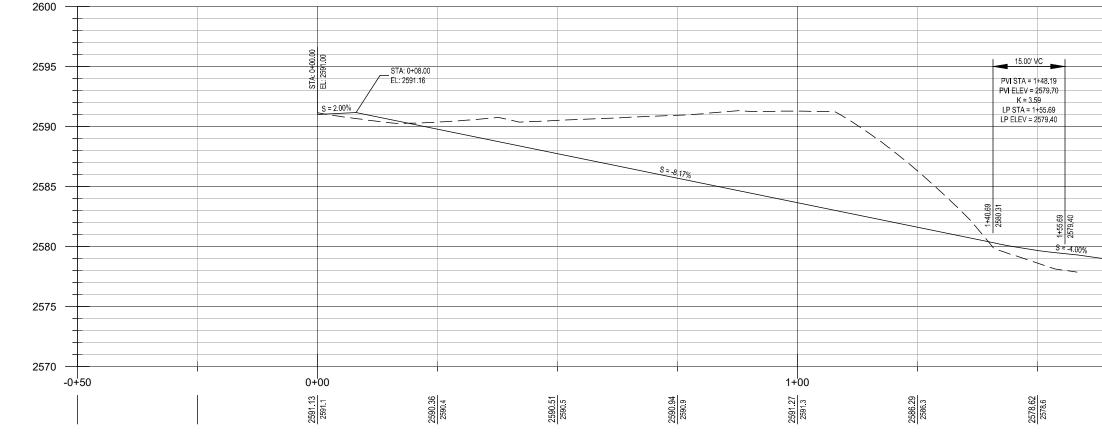


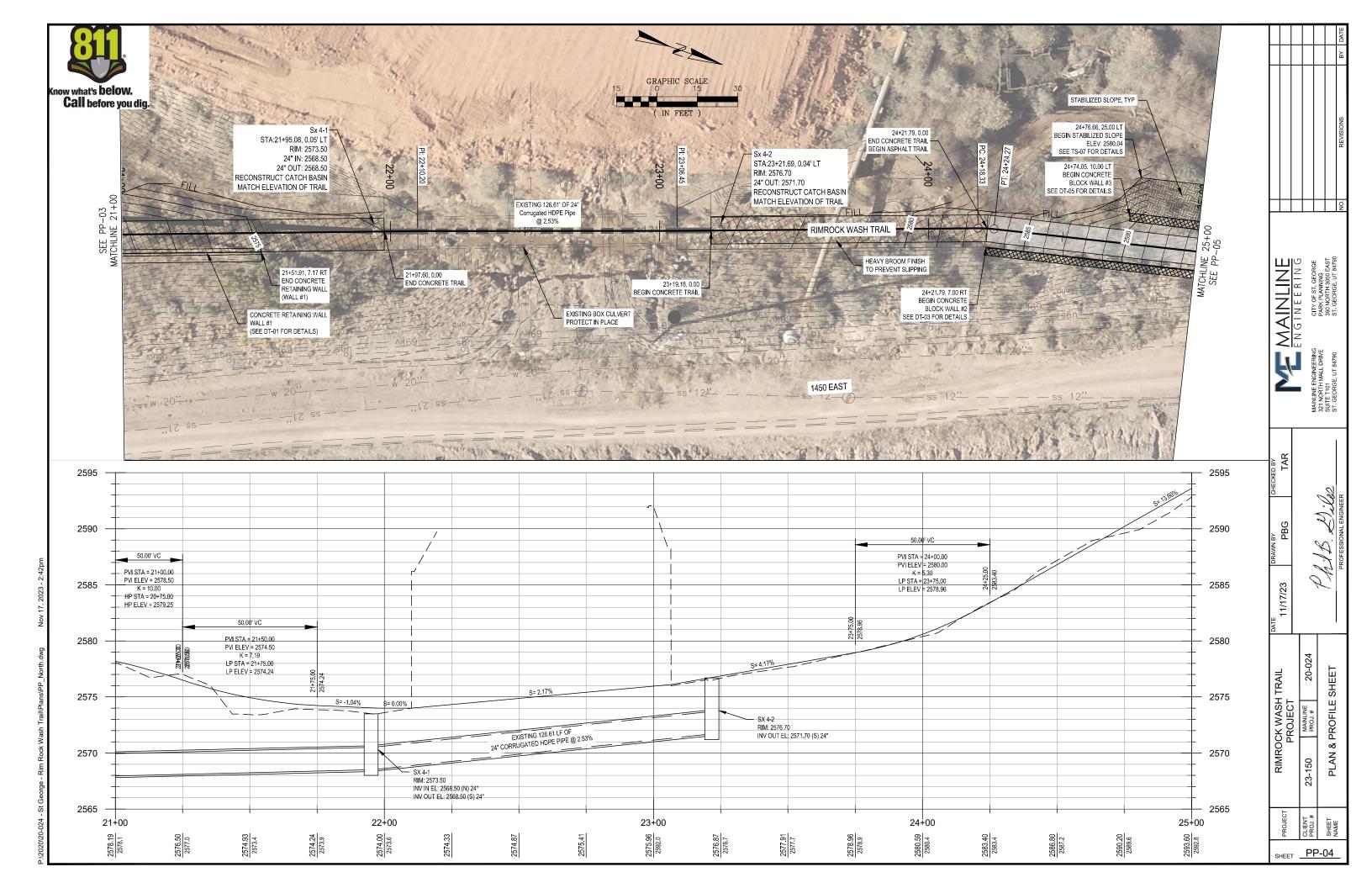


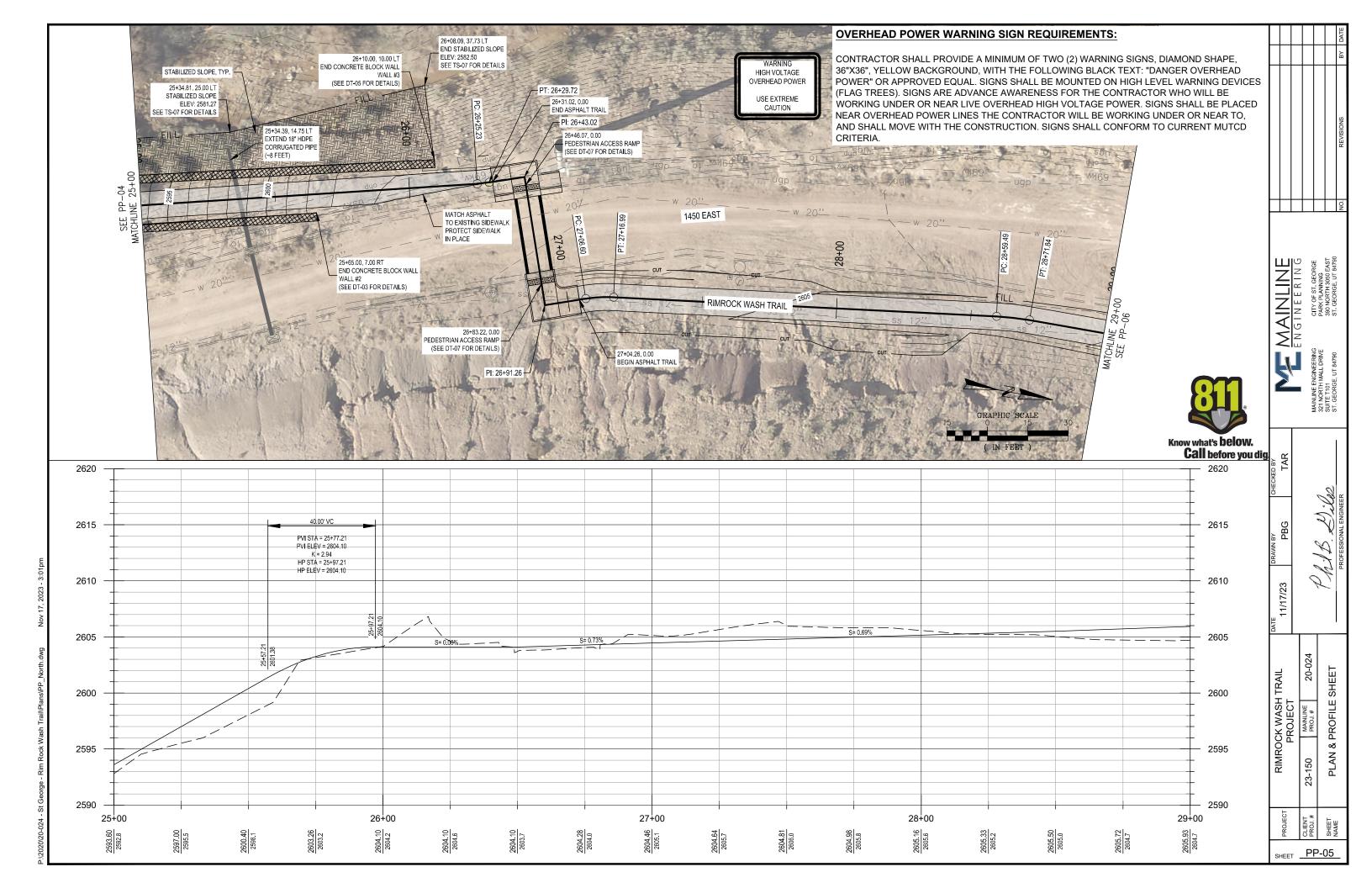
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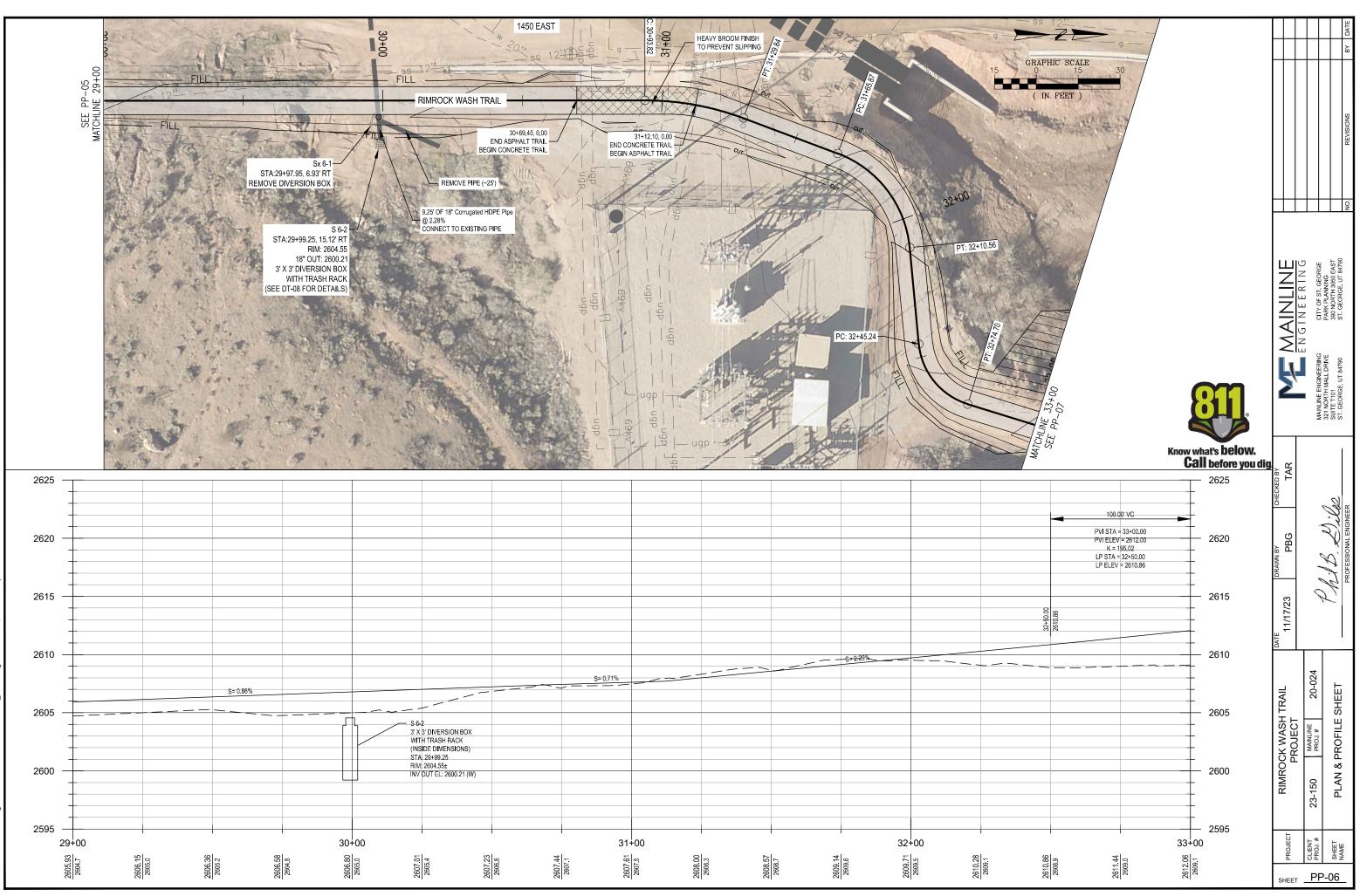




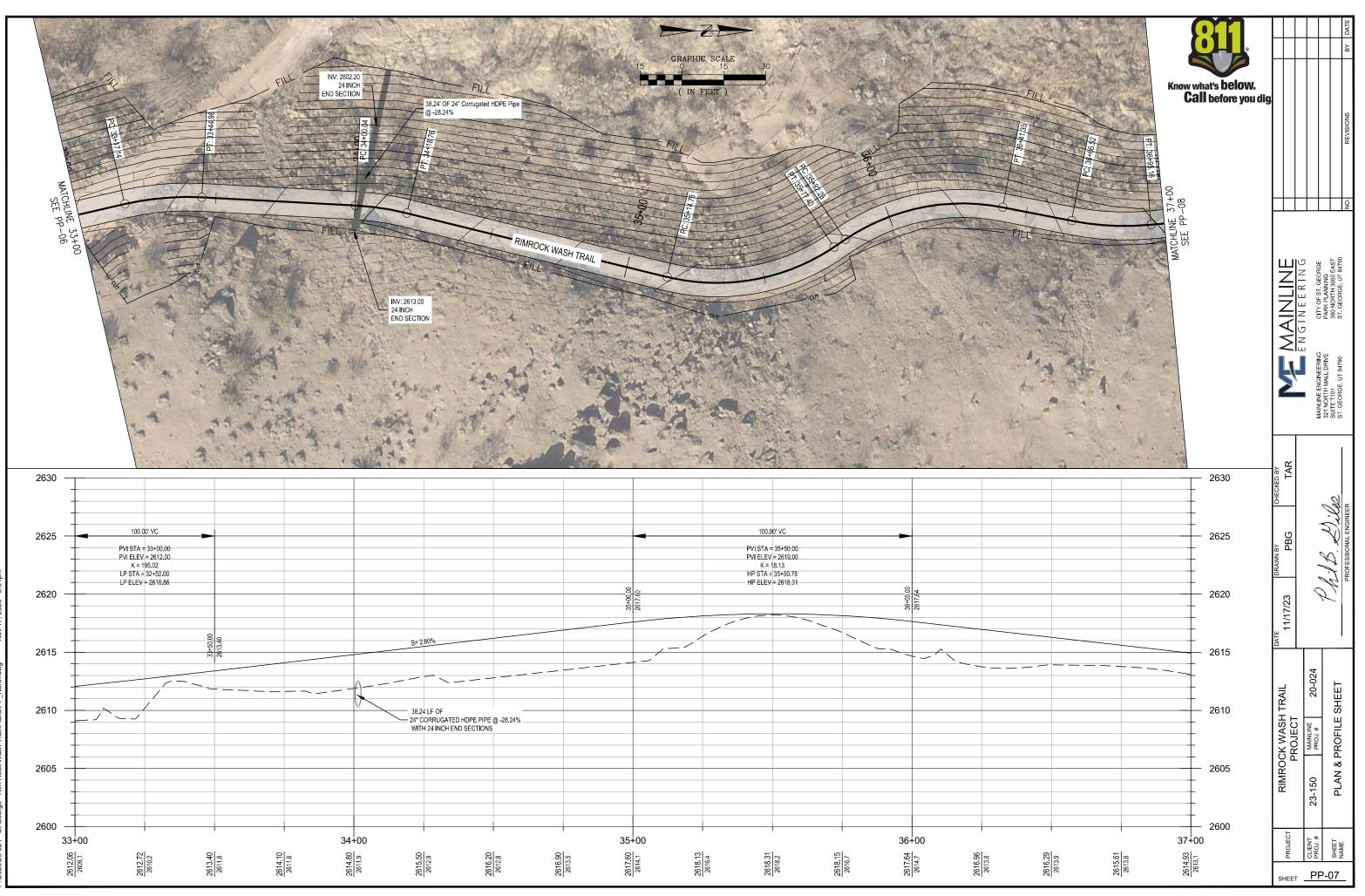




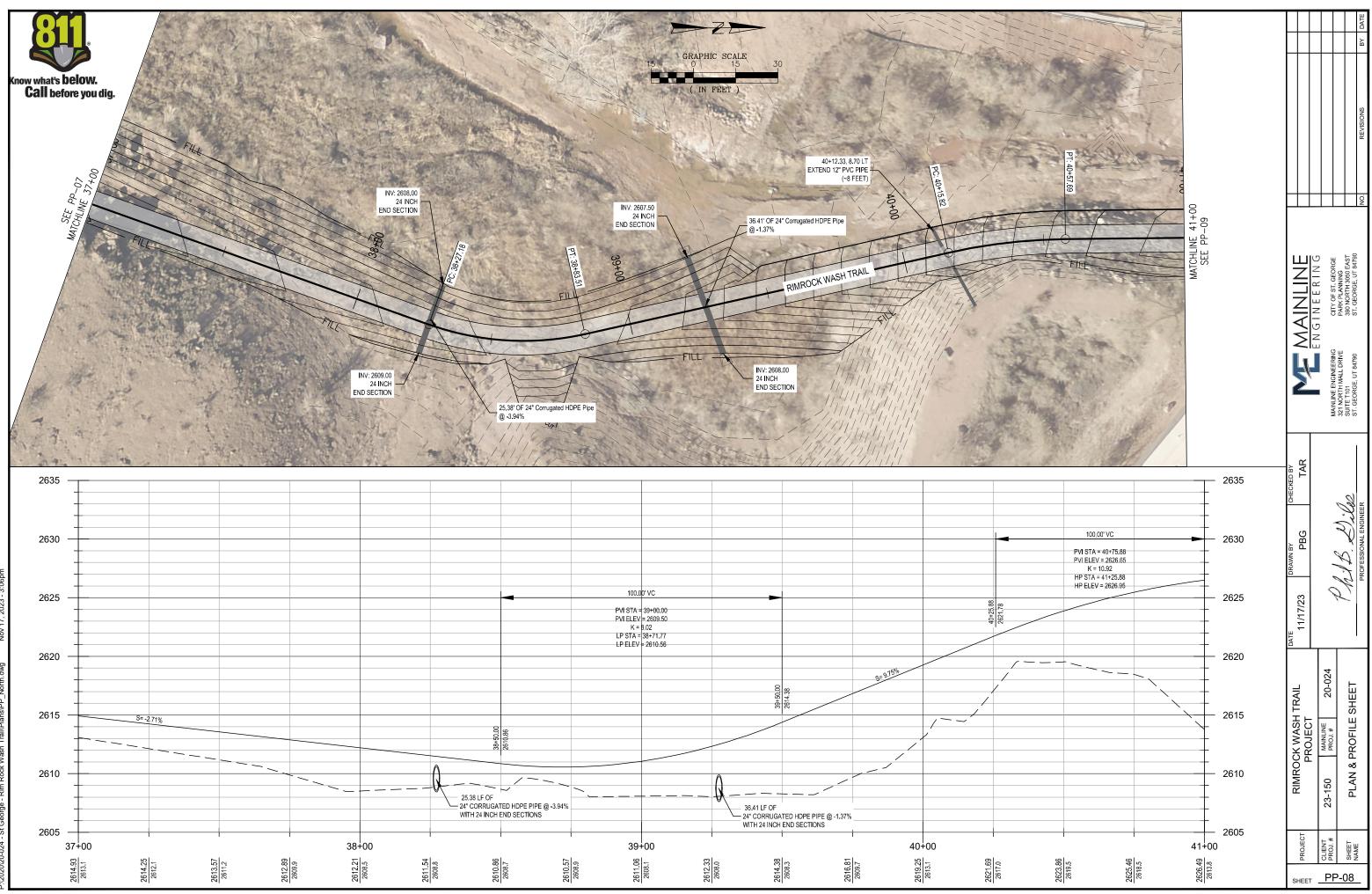


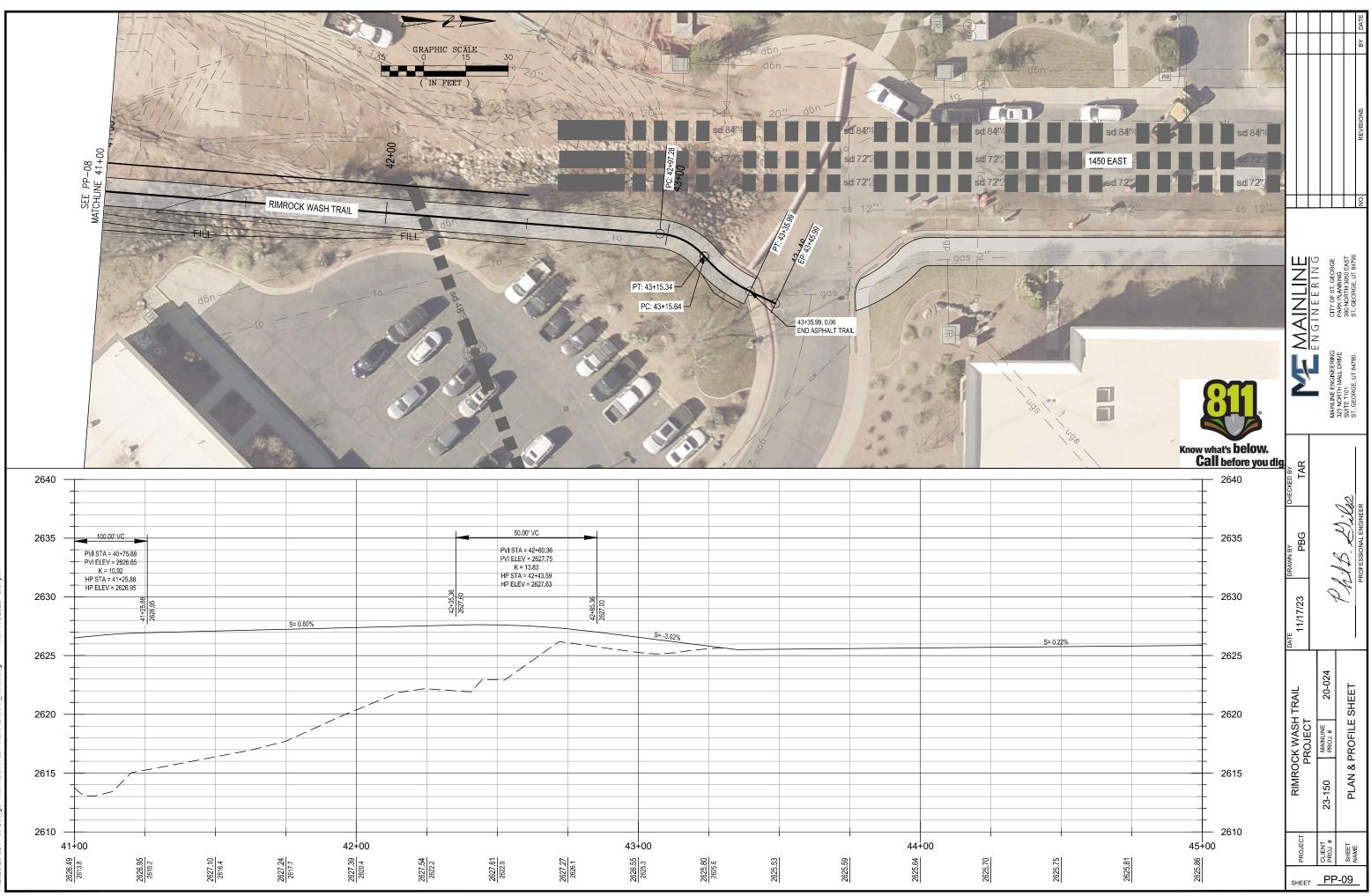


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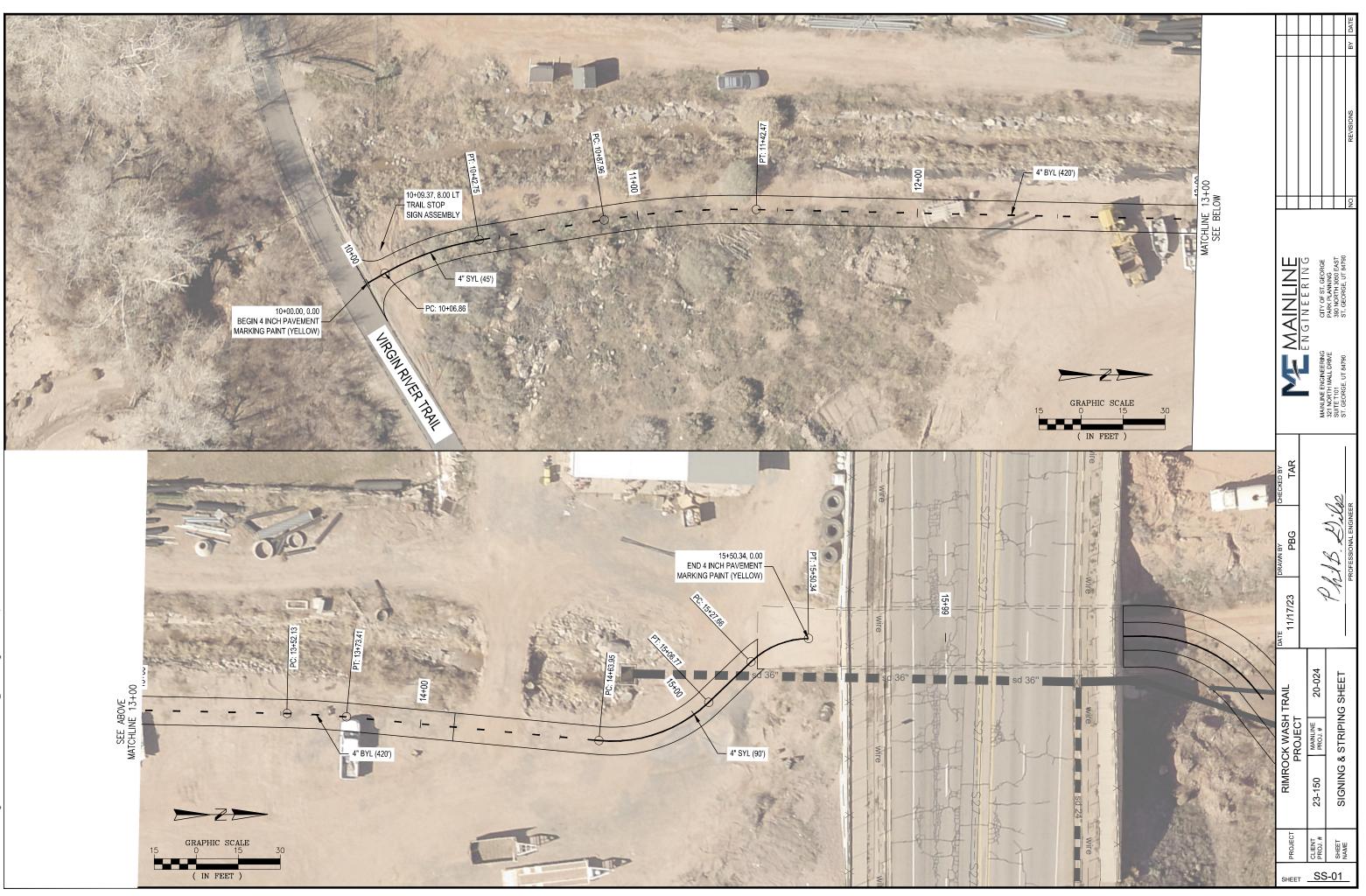


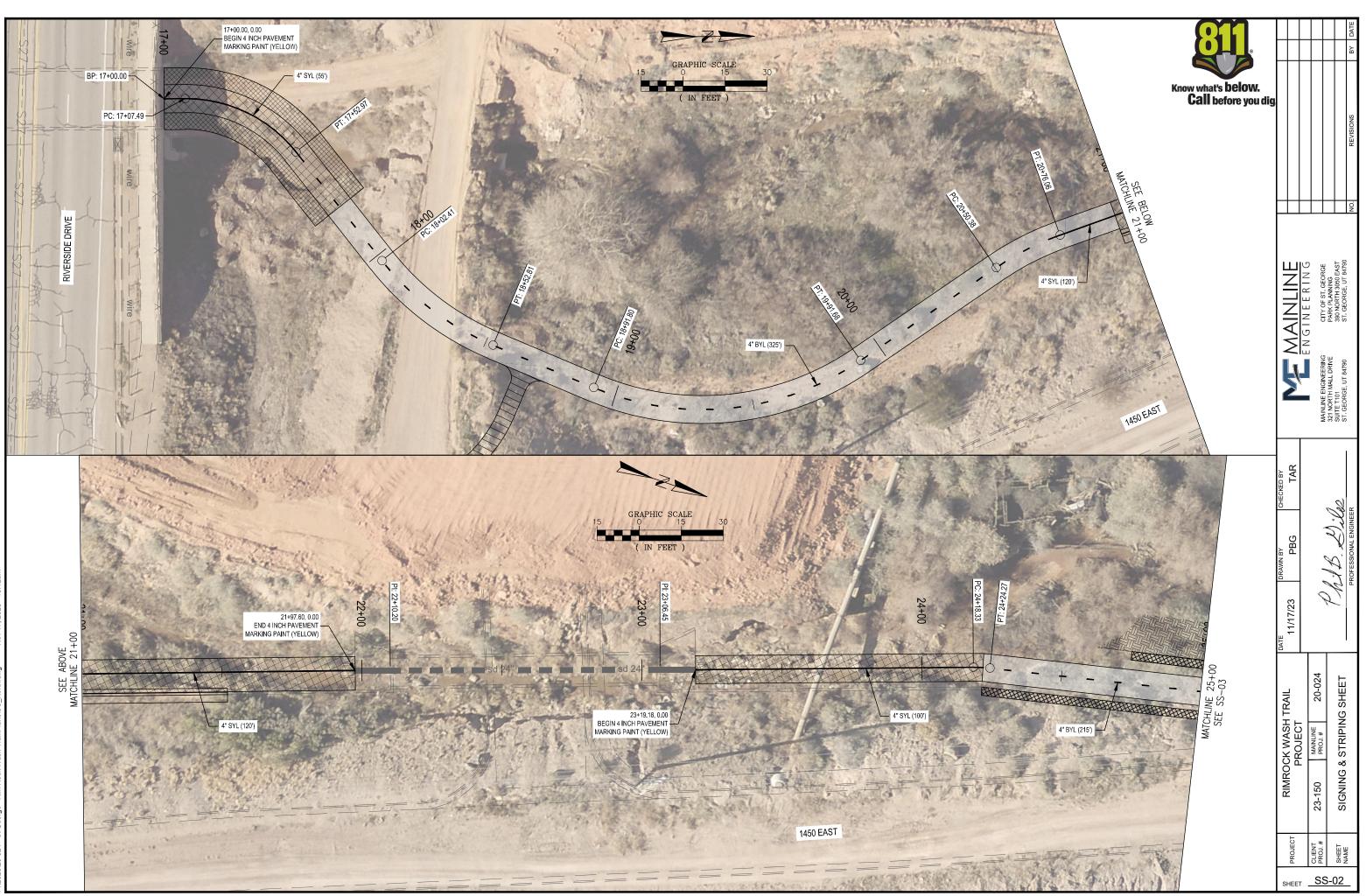
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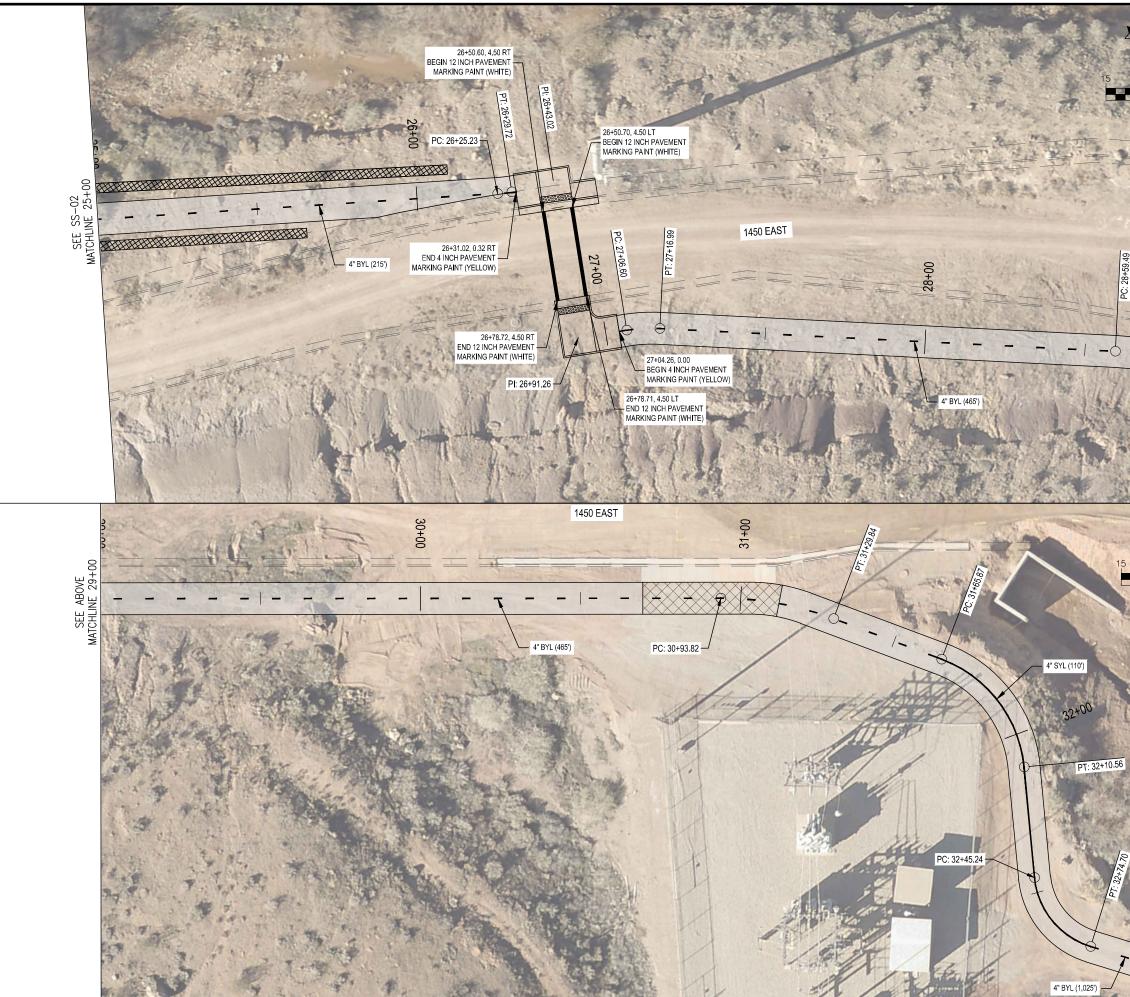


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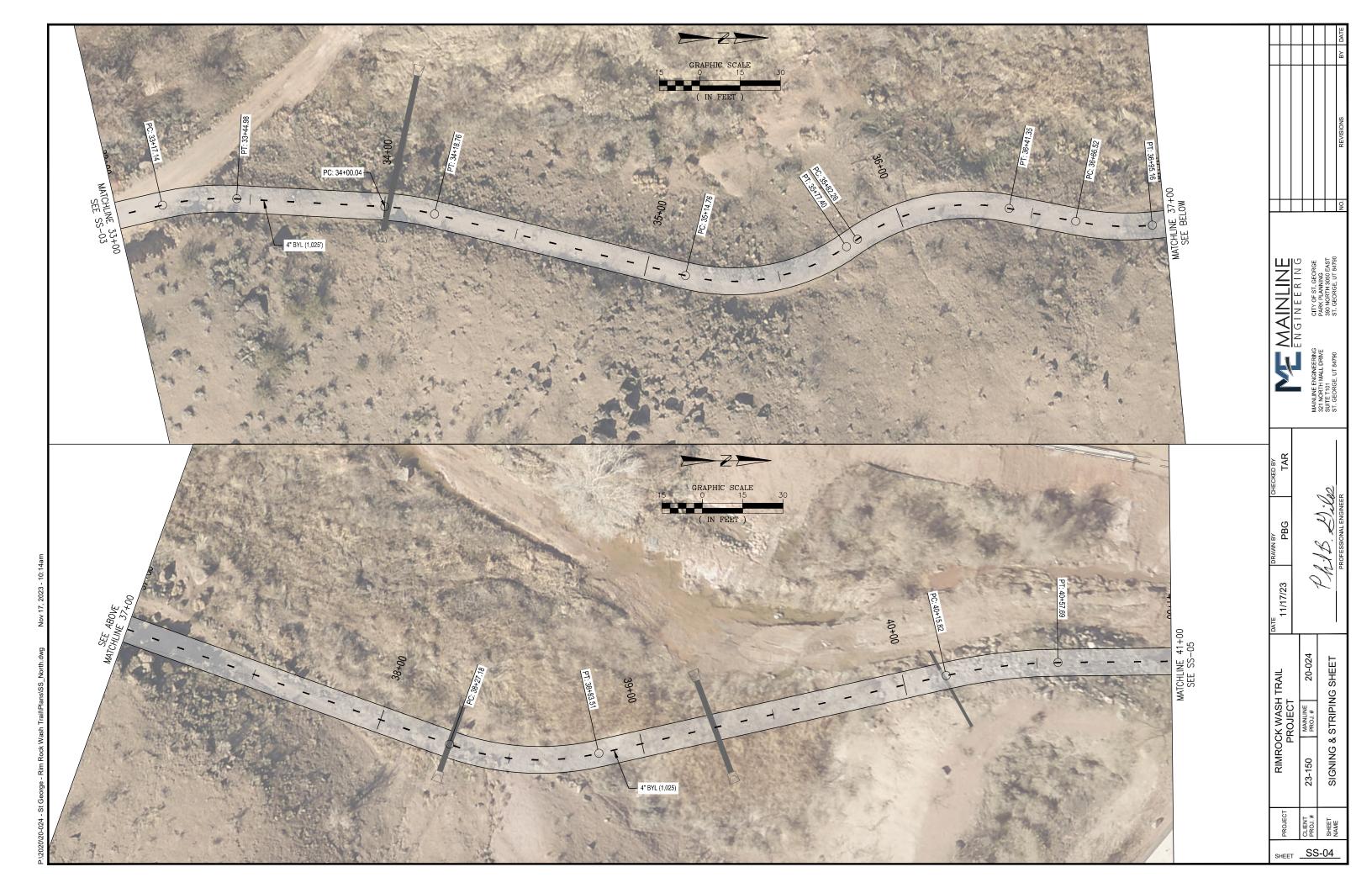




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Agenda Date: 03/07/2024

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2024-012 amending an approved PD-C (Planned Development Commercial) on approximately 0.75 acres, located generally southeast of Pioneer Road on the existing private road, south of the existing office building and west of the I-15 exit 2 south-bound off ramp for the purpose of building a Del Taco restaurant. Case No. 2024-PDA-002

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Fred Barth

Reference Number: 2024-PDA-002

Address/Location:

Located generally southeast of Pioneer Road on the existing private road, south of the existing office building and west of the 1-15 exit 2 south-bound off ramp

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

This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan which was adopted in November of 2006. The application was reviewed by staff and then the Planning Commission whp held a public hearing on the request on January 23, 2024. The Planning Commission recommended approval of the application with a unanimous 5-0 vote.

Staff Narrative (need/purpose):

Because the property is located in the Atkinville Interchange Area Master Plan PD (Planned Development), the application requires approval of a PD amendment. The site will contain the 2,400 ft restaurant, required parking and landscaping, etc. The site is proposed to access off of the private drive that the office building and gas station access as well as cross access with the office on the north side. The applicant has stated that they would like the drive through portion of the restaurant to be a 24 hour operation while the lobby would hold more traditional hours.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On January 23, 2024, Planning Commission held a public hearing on the proposed PD amendment. The Planning Commission voted 5-0 to recommend approval of the PD amendment application with the following conditions:1.That the drive-thru aisles are expanded to thirteen feet (13) wide; and2.That 15 feet of landscaping is provided adjacent to the 1-15 corridor and that the requirements of the Parks Department are adhered to.



Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: 01/23/2024 CITYCOUNCIL AGENDA REPORT: 03/07/2024

		Del Taco		
Planned	Developn	nent Amendment (Case No. 2024-PDA-002)		
Request:	Developm	an ordinance amending an approved PD-C (Planned ent Commercial) on approximately 0.75 acres, for the f adding a 2,412 ft ² restaurant for a project to be known co.		
Applicant:	Exit 2 Del	Holdings, LLC		
Representative:	Fred Barth	ו		
Location:	private roa	enerally south-east of Pioneer Road on the existing ad, south of the existing office building and west of the 2 south-bound off ramp.		
General Plan:	COM (Commercial)			
Existing Zoning:	PD-C (Pla	nned Development Commercial)		
	North	PD-C (Planned Development Commercial)		
Surrounding	South	PD-C (Planned Development Commercial)		
Zoning:	East	PD-C (Planned Development Commercial)		
	West	PD-C (Planned Development Commercial)		



CC 2024-PDA-002 Del Taco Page **2** of **5**

BACKGROUND:

This is a request to build a Del Taco restaurant on an approximately 0.75 acres (32,668 ft²) site. The property is located generally south-east of Pioneer Road on the existing private road, south of the existing office building and west of the 1-15 exit 2 south-bound off ramp. This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan which was adopted in November of 2006.

The site will contain the 2,400 ft² restaurant, required parking and landscaping, etc. The site is proposed to access off of the private drive that the office building and gas station access as well as cross access with the office on the north side. The applicant has stated that they would like the drive through portion of the restaurant to be a 24 hour operation while the lobby would hold more traditional hours.

		Zoning Requiremen	ts
Regulation	Section Number	Proposal	Staff Comments
Setbacks		See attached site plan.	The required setbacks are: Front/Street Side: 20' Side/Rear: 0' and 10'
Uses	10-8D-2	Drive Thru Restaurant	Area 2.1 allows C-2 uses which includes restaurant as a permitted use.
Height and Elevation	10-8D-2	Approximate Height: 24'	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.
Landscape Plan	10-8D-2	A conceptual landscape plan has been included.	The plans show a 10' landscape strip along the front of the site. Trees will be required to be at least 30' on center.
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	None shown	Any signs will need to meet the sign regulations found in Title 9-13.
Lighting	10-8D-2	Please see photometric plan in the presentation	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting.

Please see the zoning requirement details below:

Lot Coverage	10-8D-6	The proposed buildings cover just 7.38% of the lot.	The PD-C zone allows building coverage up to 50%.
Solid Waste	10-8D-6	This development shows the solid waste location.	The solid waste location is proposed to be screened with walls and gates.
Buffer Protection of Residential Property	10-8D-6	N/A	N/A
Parking	10-19-5	The restaurant will have 1,212 ft ² of dining space and 1,200 ft ² of kitchen space. Parking provided: 25 spaces	The requirement is: 1 space per 100 ft ² of dining area = 12. 1 space per 250 ft ² of kitchen space = 5 Required = 17, Exceed parking requirement by 8 Spaces
EVCS And Bike Parking	10-19-6	Bike rack is shown near drive thru.	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.

RECOMMENDATION:

On January 23, 2024, Planning Commission held a public hearing on the proposed PD amendment. The Planning Commission now recommends approval of the Del Taco PD amendment application with the following conditions:

- 1. That the drive-thru aisles are expanded to thirteen feet (13') wide; and
- 2. That 15 feet of landscaping is provided adjacent to the 1-15 corridor and that the requirements of the Parks Department are adhered to.

ALTERNATIVES:

- 1. Approve as presented.
- 2. Approve with additional conditions.
- 3. Deny the request as presented.
- 4. Continue the proposed PD amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the PD amendment for Del Taco as presented, case no. 2024-PDA-002, based on the findings and subject to the conditions listed in the staff report as recommended by Planning Commission."

FINDINGS FOR APPROVAL:

- 1. The proposed use is a permitted uses found in the C-2 zone.
- 2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.
- 3. That the building meets the height and coverage requirements for the PD-C zone.

CC 2024-PDA-002 Del Taco Page **4** of **5**

Exhibit A Applicant's Narrative

Planning Commission, Mayor and City Council:

Del Taco is the nation's second largest Mexican quick service restaurant and is excited about the opportunity to join the Sun River community in St. George. Del Taco has 35 + locations throughout the state of Utah and already has many fans of existing restaurants within the Washington County area. Del Taco provides 24-hour service through drive-through, delivery and in-app ordering. Del Taco will also showcase a variation of the brand's latest Fresh Flex building design. Each dish is prepared fresh in every restaurant's working kitchen. Del Taco looks forward to bringing their favorite dishes to the great people of this community.



Fred Barth fred@spartancre.com / 801-556-8340

Spartan CRE6925 S. Union Park Center Ste 480Cottonwood Heights, UT 84047

CC 2024-PDA-002 Del Taco Page **5** of **5**

Exhibit B PowerPoint Presentation

Del Taco PD Amendment

2024-PDA-002

Aerial Map



Land Use Map



Zoning Map

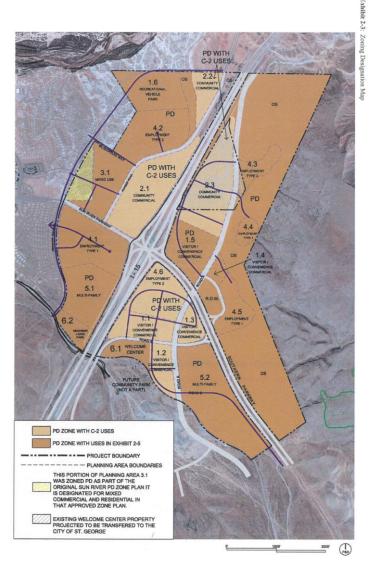


Atkinville Map

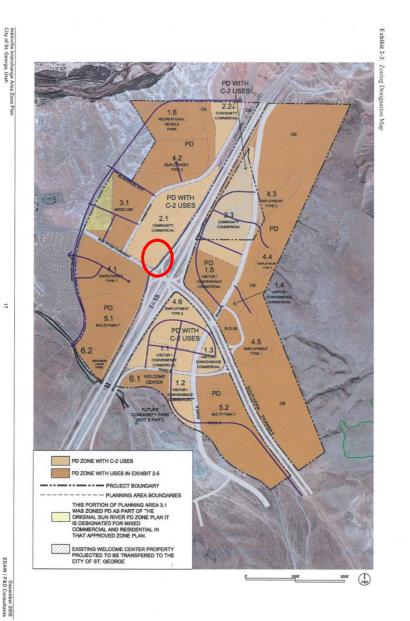
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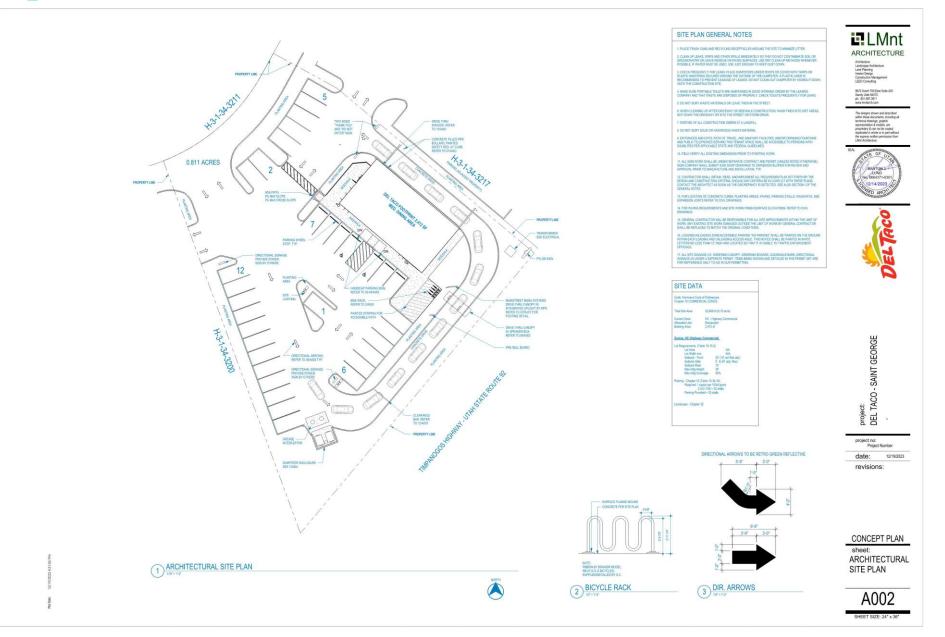
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Atkinville Map



Proposed Site Plan



Civil Drawing



City of St. George Water Notes

CenturyLink Notes

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Project Info. Engineer: JEREMY A. DRAPER, P.E. ofter: C. KINGSLEY

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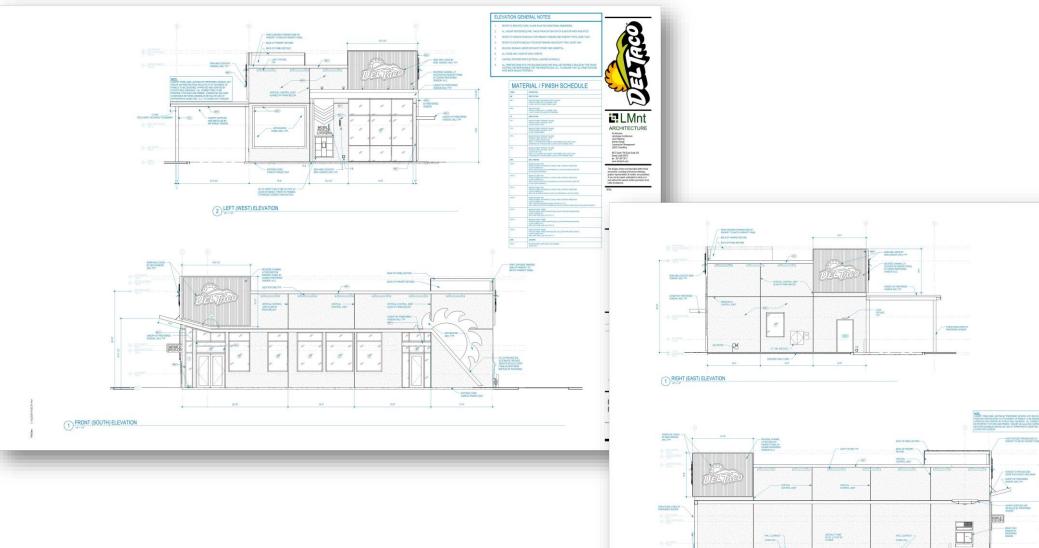
egin Date: DECEMBER 2023 DEL TACO SITE PLAN

Know what's below. Call before you dig.

Landscape Plan



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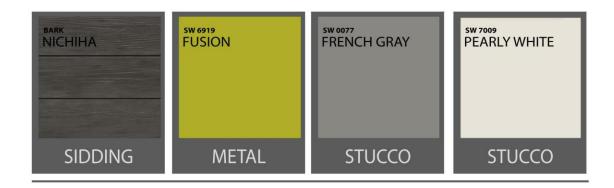


Renderings



Renderings













DEL TACO ST. GEORGE

ORDINANCE NO.

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMRECIAL) ON APPROXIMATELY 0.75 ACRES, LOCATED GENERALLY SOUTH-EAST OF PIONEER ROAD, SOUTH OF THE EXISTING OFFICE BUILDING AND WEST OF THE 1-15 EXIT 2 SOUTH-BOUND OFF RAMP FOR THE PURPOSE OF BUILDING A FAST FOOD RESTAURANT FOR A PROJECT TO BE KNOWN AS DEL TACO.

(Del Taco)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 0.75 acres, located generally south-east of Pioneer Road on the existing private road, south of the existing office building and west of the 1-15 exit 2 south-bound off ramp, in order to build a Del Taco restaurant; and

WHEREAS, the City Council held a public meeting on this request on February 1, 2024; and

WHEREAS, the Planning Commission held a public hearing on this request on January 23, 2024 and recommended approval with a 5-0 vote with the following conditions.

- 1. That the drive-thru aisles are expanded to thirteen feet (13') wide; and
- 2. That 15 feet of landscaping is provided adjacent to the 1-15 corridor and that the requirements of the Parks Department are adhered to.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Commercial is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "C".

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 1st day of February 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" – Del Taco Legal Description

Legal Description: APN: SG-6-3-23-211 (From Washington County Assessor)

S: 23 T: 43S R: 16W BEGINNING AT A POINT BEING ON THE NORTHEASTERLY LINE OF THE ATKINVILLE INTERCHANGE (HPP-15-195601), SAID POINT BEING NORTH 01°13'39" EAST 1,943.40 FEET ALONG THE EXTENSION OF THE SECTION LINE AND EAST 4,891.77 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; HENCE NORTH 20°13'03" WEST 246.67 FEET; THENCE NORTHEAST 83.32 FEET ALONG AN ARC OF A 120.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 21°2T14" WEST, LONG CHORD BEARS NORTH 48°39'17" EAST 81.66 FEET WITH A CENTRAL ANGLE OF 39°46'58"); THENCE NORTH 28°45'48" EAST 14.79 FEET; THENCE SOUTH 61°14'12" EAST 45.00 FEET; THENCE SOUTH 50°08'19" EAST 160.00 FEET TO THE NORTHEASTERLY LINE OF THE ATKINVILLE INTERCHANGE (HPP-15-195601); THENCE SOUTH 39°51'41" WEST 226.91 FEET ALONG SAID NORTHEASTERLY LINE OF THE ATKINVILLE INTERCHANGE (HPP-15-195601) TO THE POINT OF BEGINNING

Exhibit "B" – Site Plan

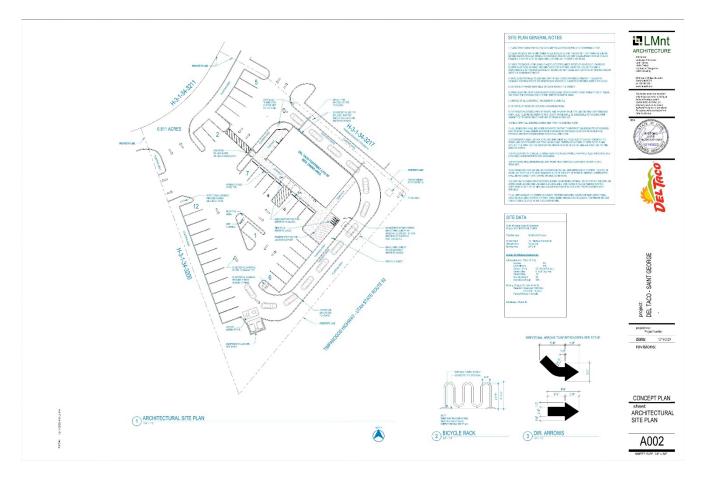


Exhibit "C" – Parcel Exhibit





Agenda Date: 03/07/2024

Agenda Item Number: 10

Subject:

Consider approval of a preliminary plat for the Del Taco Preliminary Plat, a single lot, commercial plat located generally southeast of Pioneer Road on the existing private road, south of the existing office building and west of the I-15 exit 2 south-bound off ramp. Case No 2024-PP-001.

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Fred Barth

Reference Number: 2024-PP-001

Address/Location:

Located generally south-east of Pioneer Road on the existing private road, south of the existing office building and west of the I-15 exit 2 south-bound off ramp.

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

On January 23, 2024, the Planning Commission held a public meeting to review the proposed single lot, commercial subdivision. They voted 5-0 to forward a positive recommendation to the City Council in favor of the preliminary plat as presented with no conditions.

Staff Narrative (need/purpose):

This parcel of land is located in the Sun River Commons area just off Pioneer Road north of Sun River Pkwy. This preliminary plat consists of one single lot. The proposed lot is 0.78 acres. The preliminary plat includes a private access drive. The proposed plat is consistent with the development is the area.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public meeting to review the preliminary plat request and voted 5-0 to approve the plat with no conditions.



Preliminary Plat

PLANNING COMMISSION AGENDA REPORT:01/23/2024CITY COUNCIL AGENDA REPORT:03/07/2024

Preliminary Plat **Del Taco Preliminary Plat** Case No. 2024-PP-001

Request:	The applicant is requesting approval of a preliminary plat to create a single lot subdivision. The purpose for this preliminary plat is to create a single legal lot in the PD-C (Planned Development Commercial) zone.		
Representative:	Fred Barth		
Parcel Number:	SG-6-3-23-128		
Location:	The property is located generally south-east of Pioneer Road on the existing private road, south of the existing office building and west of the I-15 exit 2 south-bound off ramp.		
Total Acreage:	Approximately 0.78 acres (34,029 ft ²)		
Existing Zoning:	PD-C (Planned Development Commercial)		
General Plan:	COM (Commercial)		



CC 2024-PP-001 Del Taco Preliminary Plat Page 2 of 3

Adjacent zones:	The property is completely surrounded by PD-C (Planned Development Commercial) zoning. To the west is the freeway.
Background & Analysis:	This parcel of land is located in the Sun River Commons area just off Pioneer Road north of Sun River Pkwy. This preliminary plat consists of one single lot. The proposed lot is 0.78 acres. The preliminary plat includes a private access drive. The proposed plat is consistent with the development is the area.
Recommendation:	Planning Commission held a public meeting to review the preliminary plat request and voted 5-0 to approve the plat.
Alternatives:	 Approve as presented. Approve with additional conditions. Deny the application. Continue the proposed preliminary plat to a future date.
Sample Motion:	"I move that we approve the Del Taco Preliminary Plat request, application number 2024-PP-001, based on the findings and subject to the conditions noted in the staff report and as recommended by the Planning Commission."
Conditions:	 That any corrections outlined by the Engineering Department are addressed and approved prior to submittal of a final plat. That, if needed, utility extensions are required depending on the neighboring properties and their schedules. That a final plat is applied for and approved prior to filing for the subdivision with the County.
Possible Findings:	 That the plat is consistent with and compliant to the zoning on the property. That development in the plat is consistent with the PD amendment previously proposed by the applicant.

CC 2024-PP-001 Del Taco Preliminary Plat Page 3 of 3

Exhibit A Presentation



Del Taco Preliminary Plat

2024-PP-001





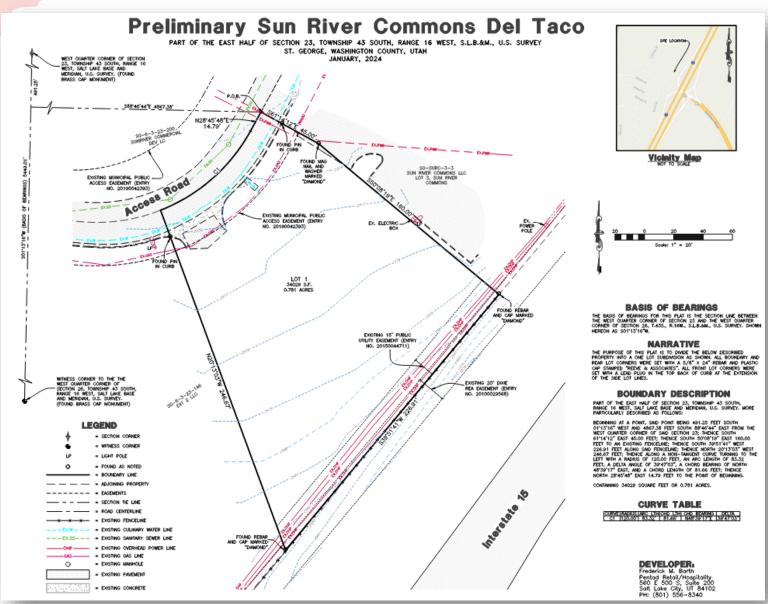














Agenda Date: 03/07/2024

Agenda Item Number: 11

Subject:

Consider approval of Ordinance No. 2024-013 amending an approved PD-R (Planned Development Residential) on approximately 5.92 acres, located at approximately 2000 South Mesa Palms Way for the purpose of building 51 townhome units. Case No. 2024-PDA-024

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: McHyve LLC/Ryan McDougal

Reference Number: 2023-PDA-024

Address/Location:

Approximately 2000 S Mesa Palms Way

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

The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units. This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission held a public hearing on January 23, 2024 and recommended approval to the City Council.

Staff Narrative (need/purpose):

The applicant is proposing building 51 townhome units. The project will provide more housing units available in St George City. It will finish the final phase of Mesa Palms development that has been sitting dormant for a few years.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On January 23, 2024 the Planning Commission held a public hearing on the White Sage Terrace proposal and recommended approval to the City Council with a vote of 5-0 and no conditions.



PD Amendment

PLANNING COMMISSION AGENDA REPORT:01/23/2024CITY COUNCIL AGENDA REPORT:03/07/2024

White Sage Terrace Zone Change (Case No. 2023-PDA-024)			
Request:	The applicant is seeking approval of a PD (Planned Development) amendment to the Mesa Palms PD-R zone. The proposal is to build 51 townhome units on 5.92 acres.		
Applicant:	McHyve LLC/Ryan McDougal		
Location:	Approximately at 2000 S Mesa Palms Way.		
General Plan:	MDR (Medium Density Residential)		
Existing Zoning:	PD-R (Planned Development Residential).		
Surrounding Zoning:	North	R-1-8 (Single Family Residential 8,000 sq ft lots min,)	
	South	h PD-R (Planned development Residential).	
	East	R-1-8 (Single Family Residential 8,000 sq ft lots min,)	
	West	R-1-8 (Single Family Residential 10,000 sq ft lots min,)	
Land Area:	Approximately 5.92 acres.		



BACKGROUND:

The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units.

This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre. The property drops approximately 30' in elevation from North to South. Due to the natural slope of the terrain, some North-facing units will have walk-out basements, and some South-facing units will be designed with exposed South-facing basement walls. Buildings on flat terrain will have a height of 25'6" from finished grade to their highest point. Units on sloping terrain will have heights above grade closer to 20-25' on the uphill side, and up to 34' on the downhill side. The Proposal includes 5 6-plex units, 4 4-plex units, 1 5-plex unit. The site consists of 1.43 acres of lots, 1.67 acres of roads, 0.47 acres of right of way (Mesa Palms Dr) and 2.3 acres of amenities and open space. The project is providing the required amenities a pickle ball court, playground, and a small turf area.

Regulation	Proposal	Staff Comments
Setbacks	See attached site plan	The required setbacks will be: Front: 15' Garage 25' Side: 30' Rear: 30' Site plan appears to meet setbacks
Temporary Buildings, including Cargo Containers	None	N/A
Pedestrian Circulation Plan	The site plan shows a pedestrian connection to Mesa Palms Dr.	The applicant will be installing a sidewalk which will provide access to the sidewalk on Mesa Palms Dr.
Uses	Multi-Family Residential	The proposed use is allowed in this PD-R.
Height and Elevation	The proposed heights will range from is 25- 6" to 34' depending on the slope.	The original approval allowed for heights up to 35 feet. The PD-R zone allows for a maximum 40' height. This meets regulations.
Phasing Plan	3 Phases	N/A
Landscape/Amen ities Plan	The site plan indicates the location of the landscaping and amenities.	The applicant is proposing a play area for kids and pickleball courts and small turf area. The overall site percentage for landscaping/amenities meets the requirements.

Please see the zoning requirement details below:

Utilities	Utilities are shown on the plan.	All utilities will be finalized and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	Signage has not been provided.	The applicants will be required to pull a sign permit when they are ready to put in their signs.
Lighting	A photometric plan has not been provided.	The lighting will be required to meet the one-foot candle requirement along property lines during site plan review.
Lot Coverage	See attached site plan	The PD-R zone allows coverage up to 50%. This meets the zoning regulations.
Solid Waste	The site plan shows no dumpster locations.	Each unit will have its own trash containers.
Buffer Protection of Residential Property	N/A	N/A
Overlay Zones	None	N/A
Parking	Parking provided: The site plan shows: 119 stalls.	The proposal is 102 garage stalls and 17 guest parking stalls. This meets the requirement.
Access	There are two proposed accesses onto Mesa Palms Dr.	This complies with city requirements.

PLANNING COMMISSION:

The Planning Commission on January 23, 2024, and recommended approval of the White Sage Terrace PD amendment with a vote of 5-0 and no conditions.

RECOMMENDATION:

The staff recommends approval this zone change amendment with no conditions.

ALTERNATIVES:

- 1. Recommend approval as presented.
- 2. Recommend approval with conditions.
- 3. Recommend denial.
- 4. Continue the proposed PD amendment to a specific date.

POSSIBLE MOTION:

"I move that the City Council approves the Planned Development Amendment to the Mesa Palms PD-R as presented, case no. 2023-PDA-024, based on the findings and subject to the conditions listed in the staff report."

FINDINGS FOR APPROVAL:

- 1. The proposed uses are permitted uses found in the PD-R zone.
- The proposed zone change meets the initial application requirements found in 10-7F-5 ordinance.

Exhibit A Applicant's Narrative

Tonaquint Terrace Narrative

2023

Overview: On January 9, 2014, the city council zoned and approved Mesa Palms Phase 5 for 53 residential units consisting of five 8-plex two-story condominium buildings and four single-story buildings with parking underneath. The condominiums were never built. The purpose of this application is to request that the 2014 zone change be amended to allow up to 51 townhome units in place of the condominium buildings as shown in the proposed concept plan and preliminary plat. The proposed name of the project is Tonaquint Terrace.

Land Use: The approximate 5.9-acre site will consist of approximately 1.43 acres of lots, 1.67 acres of roads, 0.47 acres of right of way (Mesa Palms Drive), and 2.3 acres of amenities/open space/ponds, with a total density of 8.6 units per acre. Open space exceeds the minimum requirement by approximately 43%. Due to the presence of blue clay, the units will be built on micro piles to mitigate the expansive properties of the soils.

Unit Details: The townhomes have three levels with floorplans of approximately 1,709 finished square feet and 720 square feet unfinished. The units can be configured for up to four bedrooms and 3.5 baths. All units will have a two-car garage. Units will be divided into five six-plex, one 5-plex, and four four-plex buildings.

The property drops approximately 30' in elevation from North to South. Due to the natural slope of the terrain, some North-facing units will have walk-out basements, and some South-facing units will be designed with exposed South-facing basement walls. Buildings on flat terrain will have a height of 25'6" from finished grade to their highest point. Units on sloping terrain will have heights above grade closer to 20-25' on the uphill side, and up to 34' on the downhill side. The currently approved condominiums have a height of 35'.

As shown in the included renderings, the design incorporates flat roofs with exterior wall treatments of stucco and accents of stone. Architectural metal design elements are also incorporated. Taking advantage of the hillside topography of the site, units will have balconies overlooking the Southgate golf course below.

Units will be built on micro-piles to mitigate the affects of the expandable blue clay soil on site.

Landscape Plan: As blue clay soil can expand when exposed to water, potentially compromising structures, landscaping will be designed to minimize or eliminate water usage. A mix of trees and bushes as specified on the city's approved materials list will be installed.

Proposed amenities include a pickle ball court, a playground, and an artificial turf area. Where necessary, retaining walls will be installed to mitigate elevation changes throughout the subdivision. A landscape plan has been included with the site plan.

Parking: Parking stalls will be installed throughout the community to supplement driveway and garage parking at each of the units.

Phasing Plan: It is proposed that construction be divided into three phases as depicted in the preliminary plat drawings. Utilities: Utilities will be installed as specified in the preliminary plat drawings. The community will connect to existing water, sewer, gas, communications lines and power located in Mesa Palms Drive. Individual garbage cans will be stored at each unit.

Lighting Plan: The property is a planned development with private streets. No city-maintained street lights will be included in the site.

Turnaround: A turnaround has been incorporated into the design to allow delivery, garbage, and emergency vehicles space to turn when needed.

Signs: Monument signs will likely be added at the entrances of the property once construction is completed.

Exhibit B PowerPoint Presentation

Public Comment

White Sage Terrace 2023-PDA-024

Aerial Map



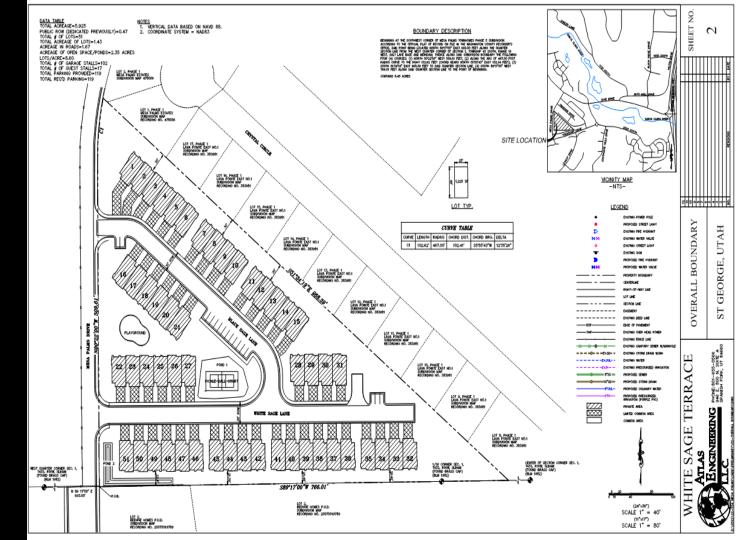
General Plan Map



Zoning Map



Site Plan



Landscape Plan



Elevations



Elevations















LEFT ELEVATION



ENGINEER Of Record



A.7







FRONT & RIGHT ELEVATIONS



ENGINEER OF RECORD

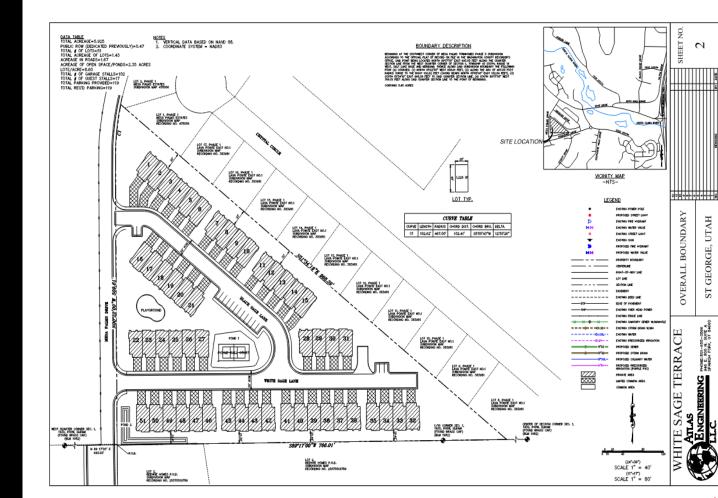


Materials Board



NHYVE

Preliminary Plat





Michael Hadley <michael.hadley@sgcity.org>

Tonaquint Terrace Case No. 2023-PDA-024

2 messages

Gardner Gee <

Mon, Dec 11, 2023 at 7:44 AM

To: "michael.hadley@sgcity.org" <michael.hadley@sgcity.org>

Mr. Hadley and City Planning Commission,

While I have the concerns of a home owner with a large, relatively condensed housing development being built immediately adjacent to my home property, I think even setting aside my personal impact there are infrastructure issues that will negatively impact all of us in the area currently, and future residents of the proposed development, if not addressed in advance.

I think before approving any changes to the development the city should review costs/impacts and approve infrastructure needs that potentially impact safety and quality of life. Currently all traffic in our large area- south of Dixie Drive and west of the freeway- must leave by either Mesa Palms Drive or 600 West to Dixie Drive to go north. Besides some congestion at certain times that area of Dixie Drive seems anecdotally to me to have a disproportionate number of car accidents (though traffic data would have to be gathered to see if that's the case) and funnelling additional traffic from more compact housing will of course add to that.

Also while most in the area can go to either 600 West or Mesa Palms Drive this development will exit directly on Mesa Palms Drive which is a relatively small street with no lane markings or turn lane and with no lights or roundabout to enter either Tonaquint Drive or Dixie Drive. Besides car traffic students cross Mesa Palms near the Tonaquint Drive intersection in order to get to Tonaquint Intermediate School. Also, like the residents of the area, all cars and buses bringing those students to the school from the North are funneled through 600 West or Mesa Palms Drive.

With all this additional traffic, and the residents of such a large development having to exit their development exclusively on Mesa Palms Drive-I think the city should first review the costs and commit to expanding Mesa Palms Drive, adding a stop light or roundabout to the intersection of Mesa Palms Drive and Dixie Drive and either a stop light or crosswalk with lights where students and others can safely cross Mesa Palms Drive on or near the Tonaquint drive intersection before any additional new approvals for relatively dense housing in that development.

Thank you for your consideration,

Gardner Gee

January 16, 2024

Members of the St. George Citty Planning Commission,

I am writing to express my support and concerns for the proposed project known as White Sage Terrace. (Case No. 2023-PDA-024) I am unable to appear before you, in person, due to work commitments in Salt Lake on January 23, 2024.

My wife and I own the home at **Exercise 1** This is a second home for us that we have owned since 2009. We visit this home about once a month, as our schedules allow. This will change in the next 18 months when we retire and move to St. George to enjoy all that our home and St. George have to offer.

Over the past 15 years that we have owned our home, the White Sage Terrace property has sat vacant and untended. Frankly, it has caused us issues with blowing weeds, dust and other issues associated with properties such as this. We are excited to see that development is about to take place which will alleviate these types of issues.

At the time we purchased our property, the White Sage Terrace property was zoned for single family residential dwellings. That was changed several years ago to medium density housing. At that time, we had some concerns. We were concerned about the elevations and orientation of the dwellings along with the stability of the slope that boarders our property. We made our concerns known to city staff and the developer. At that time, we were told by city staff that the slope stability issues would be addressed by requiring the developer to install a tiered retaining wall system that mirrored the retaining walls that are part of the Beehive Homes development that boarders our subdivision and this proposed development. We were also assured, by city staff, the project would not be allowed to be built to the maximum elevations allowed by the new zoning. We saw the advantage of finally having this vacant eyesore developed. We elected to accept the explanations provided by city staff that our concerns would be taken seriously and adequately addressed.

I am writing to express my continued concerns regarding the elevation and slope stability outlined above. We support the development as long as these critical issues can be addressed adequately. I recently spoke with city staff member Michael Hadley regarding these concerns. He indicated the elevation will not exceed 27 feet which significantly less than the 35 feet allowed by the zoning. We strongly support the 27 foot maximum. Mr. Hadley could not provide me specific requirements of what would be done to assure the stability of the slope between our home and the project would be addressed. We did discuss the potential for the developer to not install a physical solution, such as a retaining wall, to address the issue. This gives us great concern that the slope stability will not be adequately addressed. This area has blue clay issues which exacerbate the slope stability issue. I would ask that the developer be required to install a physical barrier, such as the Beehive Home retaining wall system. That would provide a permanent solution that is consistent with the area.

We appreciate your careful consideration of these critical issues. We would be happy to clarify our concerns if you feel it would be helpful. Please feel free to contact me if you see the need.

Regards,

Paul and Natalie Brenneman



Michael Hadley <michael.hadley@sgcity.org>

White Sage Terrace Response

Paul Zolman

Wed, Jan 17, 2024 at 12:46 PM

To: "michael.hadley@sgcity.org" <michael.hadley@sgcity.org>

TO WHOM IT MAY CONCERN;

My name is Paul Zolman and I live at **a second second second second** just around the corner from the proposed development. Unfortunately, I will not be able to attend the hearing on the 23rd.

The major concern I have about the development is the size of the road as it goes over the hill and in front of the proposed development. With the possibility of another 100 vehicles that would impact the road because of the development, I think that the road needs to be as wide as it is at the intersection of Mesa Palms Drive and Dixie Drive; or Mesa Palms Drive and Tonaquint Drive. The skinny two lane road at the top of the hill is already dangerous to go out without the increase of 100 new vehicles.

Please require the developer to pay for the widening of the road because of the severe impact it will have on the traffic in the neighborhood.

Sincerely, Paul Zolman

ORDINANCE NO._____

AN ORDINANCE AMENDING AN APPROVED PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 5.92 ACRES, LOCATED APPROXIMATELY AT 2000 S MESA PALMS WAY FOR THE PURPOSE OF BUIDLING 51 TOWNHOME UNITS FOR A PROJECT TO BE KNOWN AS WHITE SAGE TERRACE.

(White Sage Terrace)

WHEREAS, the property owner has requested to amend the PD-R (Planned Development Residential) on approximately 5.92 acres, located approximately at 2000 S Mesa Pals Way to build 51 townhome units; and

WHEREAS, the City Council held a public meeting on this request on March 7, 2024; and

WHEREAS, the Planning Commission held a public hearing on this request on January 23, 2024 and recommended approval with a 5-0 vote and no conditions.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Residential is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-R Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of March 2024.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

APPROVED AS TO FORM: City Attorney's Office VOTING OF CITY COUNCIL:

Christina Fernandez, City Recorder

 Councilmember Hughes

 Councilmember McArthur

 Councilmember Larkin

 Councilmember Larsen

 Councilmember Tanner

Jami Brackin, Deputy City Attorney

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF MESA PALMS TOWNHOMES PHASE 5 SUBDIVISION ACCORDING TO THE OFFICIAL PLAT OF RECORD ON FILE IN THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING LOCATED NORTH 89°17'00" EAST 693.00 FEET ALONG THE QUARTER SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING FOUR (4) COURSES: NORTH 00°22'00" WEST 509.61 FEET, ALONG THE ARC OF 467.00-FOOT RADIUS CURVE TO THE RIGHT 102.75 FEET (CHORD BEARS N 05°56'11" E 102.54 FEET), SOUTH 51°34'19" EAST 968.59 FEET TO SAID QUARTER SECTION LINE AND SOUTH 89°17'00" WEST 766.19 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

AREA = 237,304 SQ. FT. OR 5.4478 ACRES, MORE OR LESS

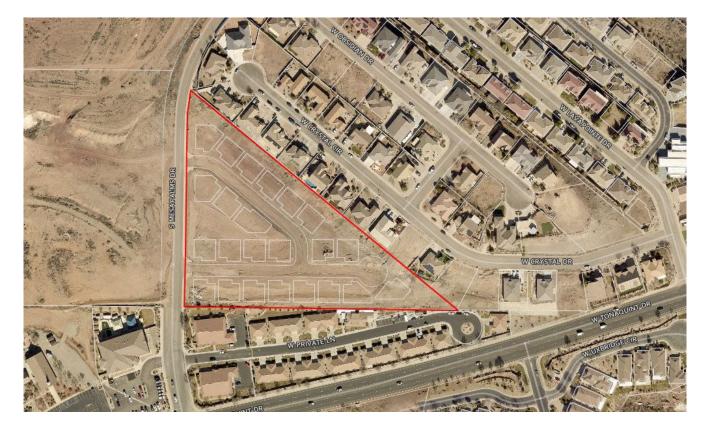


Exhibit "B" – Parcel Exhibit



Agenda Date: 03/07/2024

Agenda Item Number: 12

Subject:

Consider approval of the preliminary plat for White Sage Terrace, a 51-lot townhome development located at approximately 2000 South Mesa Palms Way. Case No 2023-PP-062

Item at-a-glance:

Staff Contact: Mike Hadley Applicant Name: McHyve LLC/Ryan McDougal Reference Number: 2023-PP-062 Address/Location:

Approximately 2000 S Mesa Palms Way

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

The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units. This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission held a public meeting on January 23rd, 2024 and recommended approval.

Staff Narrative (need/purpose):

The White Sage Terrace is proposing 51 new townhome units to be built. This project has gone through the entitlement process a couple of prior times. The proposed 51 townhome units will provide more housing in the St george area.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public meeting on January 23rd, 2024, as part of the preliminary plat application process and have recommended approval of the application with a vote of 5-0 and no conditions.



PLANNING COMMISSION AGENDA REPORT:01/23/2024CITY COUNCIL AGENDA ITEM:03/07/2024White Sage TerraceCase No. 2023-PP-062

Request:	Consider a request for a fifty-one (51) lot preliminary plat known as White Sage Terrace, located approximately at 2000 S and Mesa Palms Dr. The property is 5.92 acres and is zoned PD-R (Planned Development Residential). The applicant is McHyve LLC/, and the representative is Ryan McDougal. Case No. 2023-PP-062 (Staff – Mike Hadley)
Location:	The site is located at approximately 2000 S Mesa Palms Way.
Property:	5.92 acres
Number of Lots:	51
Density:	N/A
Zoning:	PD-R (Planned Development Residential).
Adjacent zones:	This plat is surrounded by the following zones: North – R-1-8 (Single Family Residential 8,000 sq ft minimum lots). South – PD-R (Planned Development Residential). East – R-1-8 (Single Family Residential minimum 8,000 sq ft lots). West – R-1-8 (Single Family Residential minimum 8,000 sq ft lots).
General Plan:	MDR (Medium Density Residential).
Applicant:	McHyve LLC
Representative:	Ryan McDougal

BACKGROUND:

The White Sage Terrace proposal was originally approved as Mesa Palms Ph.5. The project was approved for 23-patio home units. In November of 2009 the General Plan was changed to MDR (Medium Density Residential) which allows for up to 9 units per acre. In January 2014 the City Council heard and approved an amendment to Mesa Palms Ph.5. The amendment was to change the product type from patio homes to townhomes and increased the number of units from 23 units to 53 units. This new proposal is for 51 townhome units on 5.925 acres for a density of 8.60 units per acre.

Preliminary Plat

PLANNING COMMISSION

The Planning Commission recommended approval with no conditions and a vote of 5-0.

RECOMMENDATION:

Staff recommend approval of this preliminary plat.

ALTERNATIVES:

- 1. Recommend approval as presented.
- 2. Recommend approval with conditions.
- 3. Recommend denial.
- 4. Continue the proposed preliminary plat to a later date.

POSSIBLE MOTION:

"I move that we approve the White Sage Terrace preliminary plat request, application number 2023-PP-062, based on the findings noted in the staff report."

FINDINGS FOR APPROVAL:

- 1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
- 2. The proposed project meets the lot size requirements found in Section 10-5-3 of the St. George City Code.

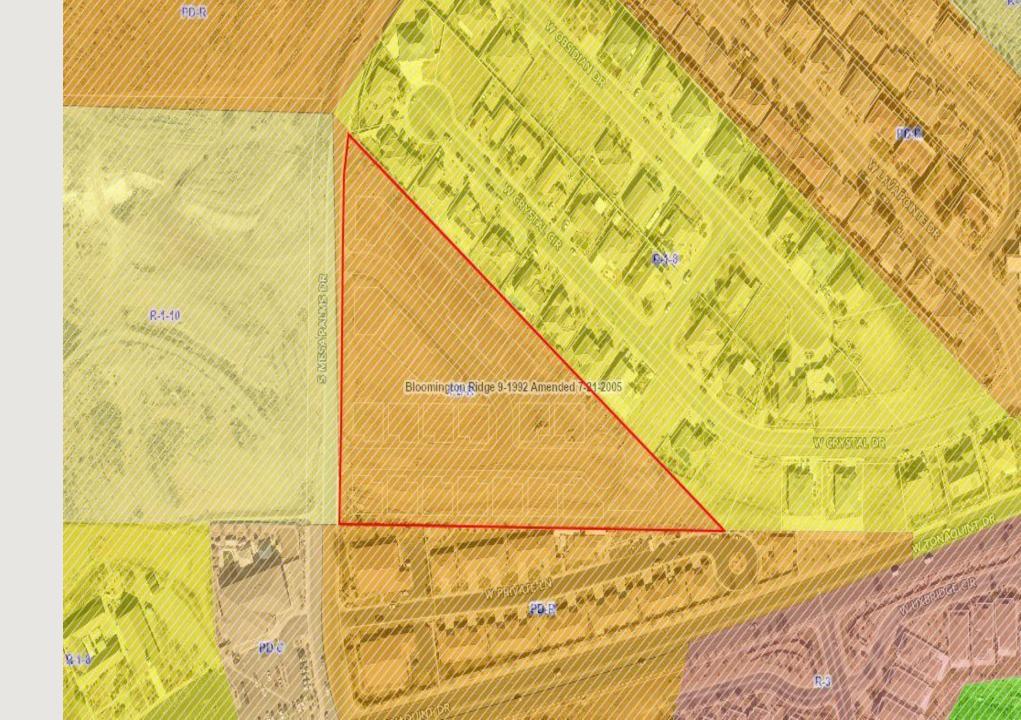
White Sage Terrace 2023-PDA-062



Vicinity Map



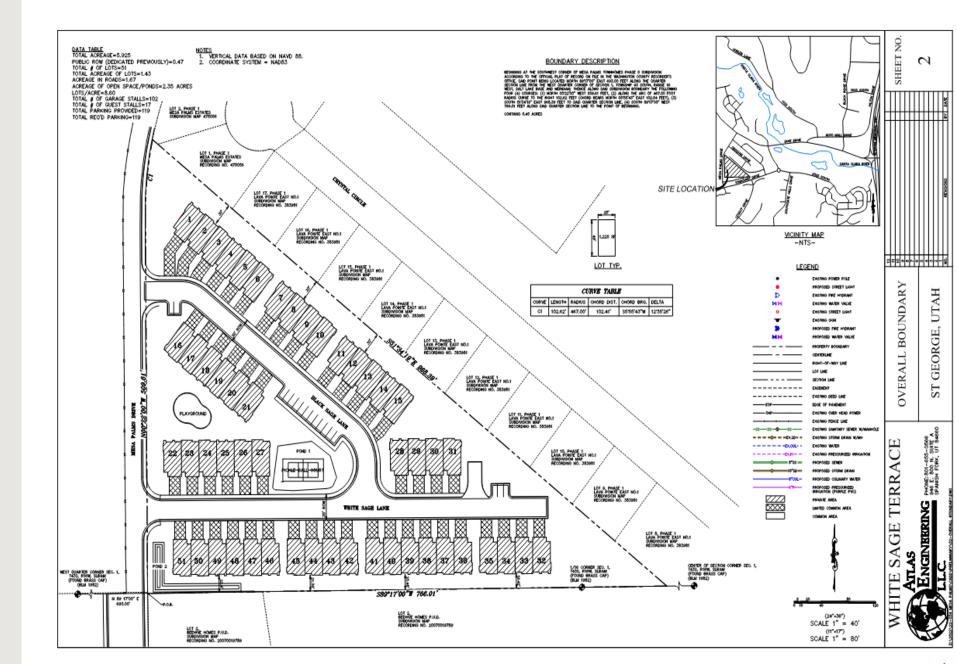
Zoning Map



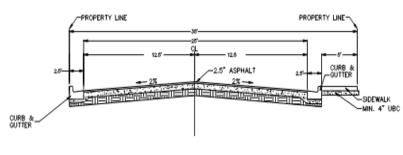
General Plan Map



Preliminary Plat



Preliminary Plat



35' ROW - RESIDENTIAL LOCAL -NTS-

SHEET NO DJ *** ST. GEORGE, UTAH DETAIL SHEET PHONE: 801-655-0666 346 E. 800 N. SUITE A SPANSH FORK, UT 84800 TERRACE UNG ЭE

.



Agenda Date: 03/07/2024

Agenda Item Number: 13

Subject:

Consider approval of Ordinance No. 2024-014 amending an approved PD-C (Planned Development Commercial) on approximately 18 acres, located along River Road and George Washington Boulevard for the purpose of creating a master signage plan for the River Crossing Development. Case No. 2024-PDA-003

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: River Crossing/YESCO/Ryan Cain

Reference Number: 2024-PDA-003

Address/Location:

SW corner of River Road and George Washington Blvd.

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

This application proposes a master signage plan for the River Crossing development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property, and a use list (2015-ZC-035). Then in 2021, the name of this development was changed to River Crossing and a conceptual site plan was approved for phase one (2021-ZCA-081). Phase two followed in 2022 (2022-ZC-038). The original Boulder Creek Commons approval for the master sign plan (2016-ZCA-018) was May 5, 2016. At that meeting the City Council approved a master signage plan for both the east and west side of River Rd. This is a new master sign proposal. The Planning Commission held a public hearing on February 13 2024 and recommended approval.

Staff Narrative (need/purpose):

The purpose of the applicants proposal is to create a master signage plan for the River Crossing development. The proposed plan will create locations and specifications for the major signage on the overall project. Each individual business will be able to apply for signage on the individual buildings and will be held to current city signage ordinance.

Name of Legal Dept approver: Jamie Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On February 13, 2024 the Planning Commission held a public hearing and received public input. The Planning Commission recommended approval with a vote 7-1 and the following conditions:1) The maximum height for the pylon signs is 15 feet in accordance with the city ordinance.2) The electronic message center is removed form the master sign plan.



PLANNING COMMISSION AGENDA REPORT:02/13/2024CITY COUNCIL AGENDA ITEM:03/07/2023

Planned		er Crossing Master Sign Plan nent Amendment (Case No. 2024-PDA-003)	
Request:	Develop on the so Washing	r an ordinance amending an approved PD-C (Planned ment Commercial) on approximately 18 acres, located outheast corner of River Road and George ton Boulevard for the purpose of modifying the master plan for the River Crossing Development.	
Applicant:	River Crossing/YESCO		
Representative:	Ryan Cain		
Location:		on the southeast corner of River Road and George ton Boulevard.	
General Plan:	COM (Commercial)		
Existing Zoning:	PD-C (Planned Development Commercial)		
	North	PD-C (Planned Development Commercial)	
Surrounding	South	R-1-10 (Single Family Residential)	
Zoning:	East	PD-C (Planned Development Commercial), PD-R (Planned Development Residential).	
	West	PD-C (Planned Development Commercial)	
Land Area:	Approxir	nately 18 acres	



CC 2024-PDA-003 River Crossing Master Sign Plan Page **2** of **5**

PLANNING COMMISSION

The Planning Commission heard this proposal at the February 13, 2024, meeting. The proposal is for a master sign plan for the River Crossing commercial development. The proposal includes 4 pylon signs, 1 main monument sign on the corner of River Rd and George Washington Blvd, 3 secondary monument signs at each entrance, interior directional signs and 3 sign locations for three specific tenants. At the meeting the applicant was asking for the height exceptions for the pylon signs to be 18 feet with one of the signs having an electronic message center.

The Planning Commission reviewed the proposed plan with the applicant. The applicant agreed to limit the height to a maximum of 15 ft which would meet the ordinance and the applicant also agreed to remove the electronic message center. The Planning Commission recommended approval of the proposed master plan with the conditions that the electronic message center was removed, and the height of the pylon signs is consistent with the ordinance with a maximum height of 15 ft. The plans in the packet do not reflect the conditions of approval from the planning commission meeting. The plans are the original submitted signage plans. There was a public hearing where 8 residents made public comments. The concerns included the amount of signage, the electronic message center, and the height of the signs.

BACKGROUND:

This application proposes a master signage plan for the River Crossing development. In 2016, The Boulder Creek Commons Planned Development was established with a general layout of the property, and a use list (2015-ZC-035). Then in 2021, the name of this development name was changed to River Crossing and a conceptual site plan was approved for phase one (2021-ZCA-081). Phase two followed in 2022 (2022-ZC-038).

The original Boulder Creek Commons approval for the master sign plan (2016-ZCA-018) was May 5, 2016. At that meeting the City Council approved a master signage plan for both the east and west side of River Rd. A summary of that approval is attached as exhibit "C."

The applicant is proposing a signage plan (attached as exhibit "B") which includes the major signs for the project along with interior directional signage for the project. As businesses locate to this site, they will individually be able to submit signage on each building. The signage for each building will be required to comply with the city signage ordinance. Within a PD applicants can submit and present a master signage plan for approval that may vary from the current city ordinance.

SIGN PROPOSAL

<u>Entry Monument Sign A-1, A-2.1, A2.2, A2.3</u> – These proposed signs are the project monument signs. The applicant is proposing an entry monument sign on the corner of River Rd and George Washington and three secondary monument signs located at the three separate entrances to the project along River Rd and George Washington. The main monument is 6 feet in height and the sign face size is approximately 49 sq ft. This complies with the city ordinance. The secondary monument signs are 5 feet in height and approximately 32 sq ft is sign face size. This complies with city ordinance.



<u>Sign B-1 EMC Pylon -</u> This proposed sign is a pylon sign which contains an EMC (Electronic Message Center) on the sign. Section 9-13-4-B-7-a-1 states "*The maximum height of the sign shall not exceed ten feet (10') from adjacent natural grade, except that signs adjacent to buildings with two (2) or more stories or greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height".*

The maximum sign face allowed is 120 sq ft unless the project has enough street frontage then a multi-tenant proposed sign can be a maximum of 200 sq ft. This proposed sign is approximately 117 sq ft with the multi-tenant signs The applicant is asking for an exception on the height of this sign. The proposed height of this sign is 18 feet.



<u>Sign B-2 Pylon</u> – This proposed sign is a multi-tenant pylon sign. There are two of these signs proposed. One located along George Washington, and one located along River Rd. The proposed height of these signs is 18 feet. Section 9-13-4-B-7-a-1 states "*The maximum height of the sign shall not exceed ten feet (10') from adjacent natural grade, except that signs adjacent to buildings with two (2) or more stories or greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height". The applicant is asking for an exception to the height with the master sign plan. The proposed sign face of these multi-tenant signs is approximately 112 sq ft. An EMS sign is allowed in commercial projects when part of a larger sign.*



<u>Sign B-3 Pylon</u> – This is a proposed multi-tenant Pylon sign. This sign is located along River Rd south of the most southern entrance to the River Crossing development. The proposed height of this sign is 18 feet. Section 9-13-4-B-7-a-1 states "*The maximum*

CC 2024-PDA-003 River Crossing Master Sign Plan Page **4** of **5**

height of the sign shall not exceed ten feet (10') from adjacent natural grade, except that signs adjacent to buildings with two (2) or more stories or greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height". The applicant is asking for an exception to the height with the master sign plan. The proposed height of this sign is 18 ft. at grade level of the curb along River Rd. The sign does extend 10 feet below the curb to compensate for the grade difference between the road and the ravine the sign will sit in. The proposed sign face of these multi-tenant signs is approximately 112 sq ft.



<u>Signs C & D Tenant</u> – These proposed signs are for three specific tenants that are locating in the River Crossing development. The signs for these three tenants will need to submit for a sign permit and comply with the city sign ordinance.

<u>Sign E Directional</u> - These signs are directional with tenant names on with an arrow pointing the direction of the businesses. There are two of these signs proposed and are located on the interior of the project. The proposed signs are 5 ft in height and 4 ft wide with a sign size of approximately thirteen sq ft.

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RECOMMENDATION:

Staff recommends approval of the application with consideration of the following comments. .

- 1. The Planning Commission and City Council will need to decide if the proposed plan is consistent with the city ordinance and fits the nature of the area.
- 2. The maximum height for the signs is 15 feet in accordance with the city ordinance.
- 3. The electronic message center is removed from the plan.

ALTERNATIVES:

- 1. Approve as presented.
- 2. Approve with additional conditions.
- 3. Deny this request.

CC 2024-PDA-003 River Crossing Master Sign Plan Page **5** of **5**

4. Table or Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

I move we approve amending an approved PD-C (Planned Development Commercial) on approximately 18 acres, located on the southeast corner of River Road and George Washington Boulevard for the purpose of approving a master sign plan for a project to be known as River Crossing.

FINDINGS FOR APPROVAL:

1. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

Exhibit A PowerPoint Presentation

Exhibit B Proposed Signage Plan

Exhibit C Original Sign Plan Summary

Exhibit D Public Letter

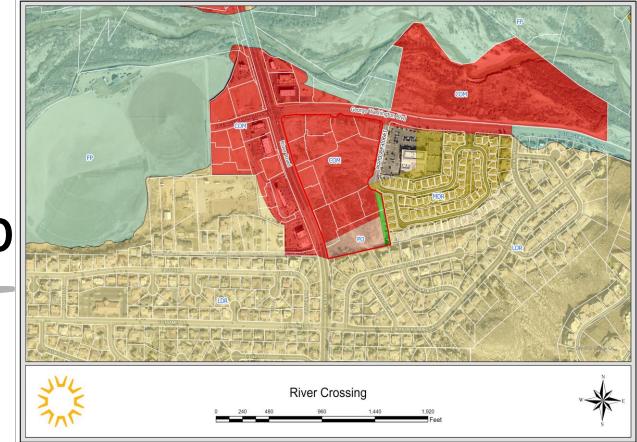
River Crossing Signage Plan 2024-PDA-003



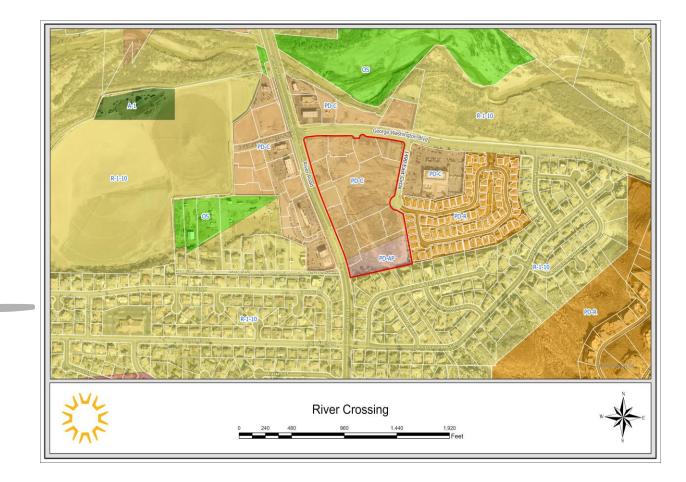
Aerial Map



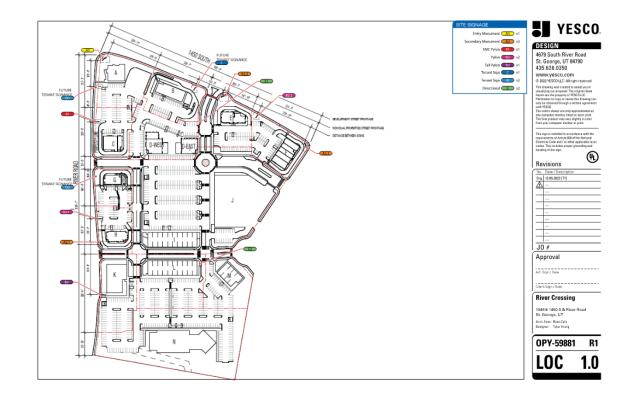
General Plan Map



Zoning Map



Master Site Signage Plan



A-1 Project monument sign



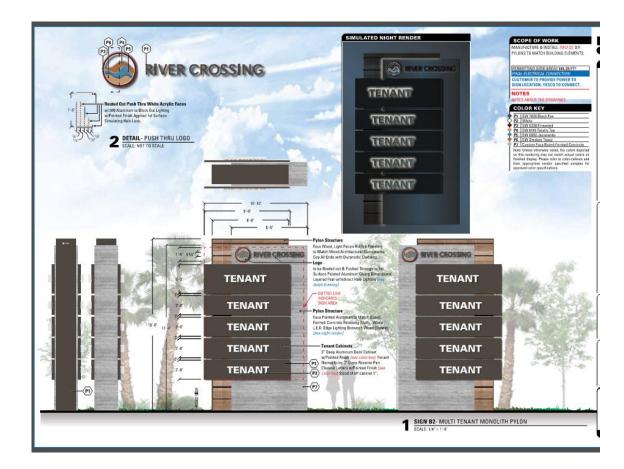
A-2 Project monument sign



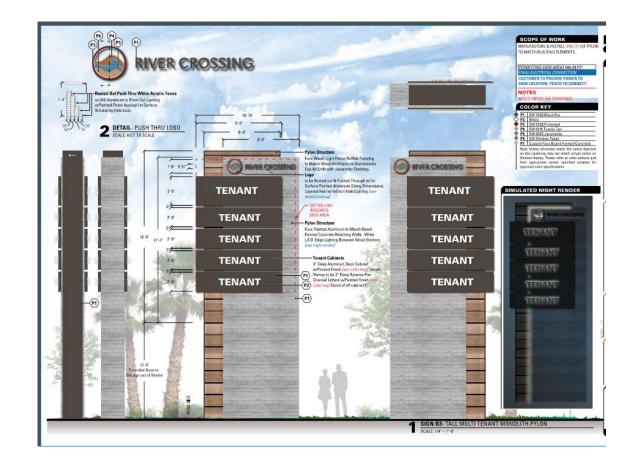
B-1 Multi Tenant Pylon sign with EMS



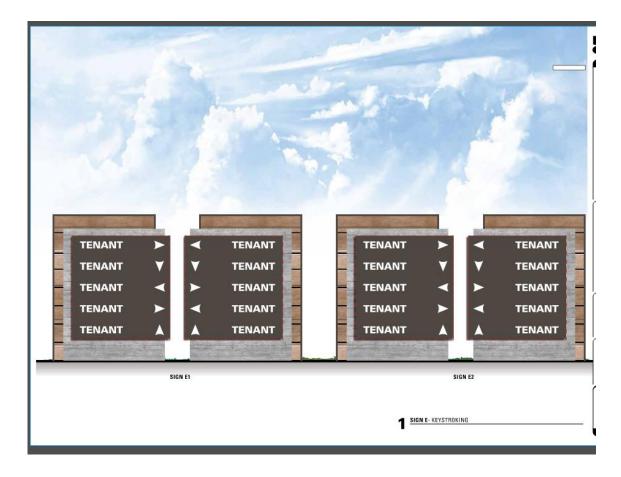
B-2 Multi Tenant Pylon sign



B-3 Multi Tenant Pylon sign



E Directional Tenant sign



C & D Signs

 These proposed signs are for three specific tenants that are locating in the River Crossing development. The signs for these three tenants will need to submit for a sign permit and comply with the city sign ordinance

Materials Board





TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'i'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

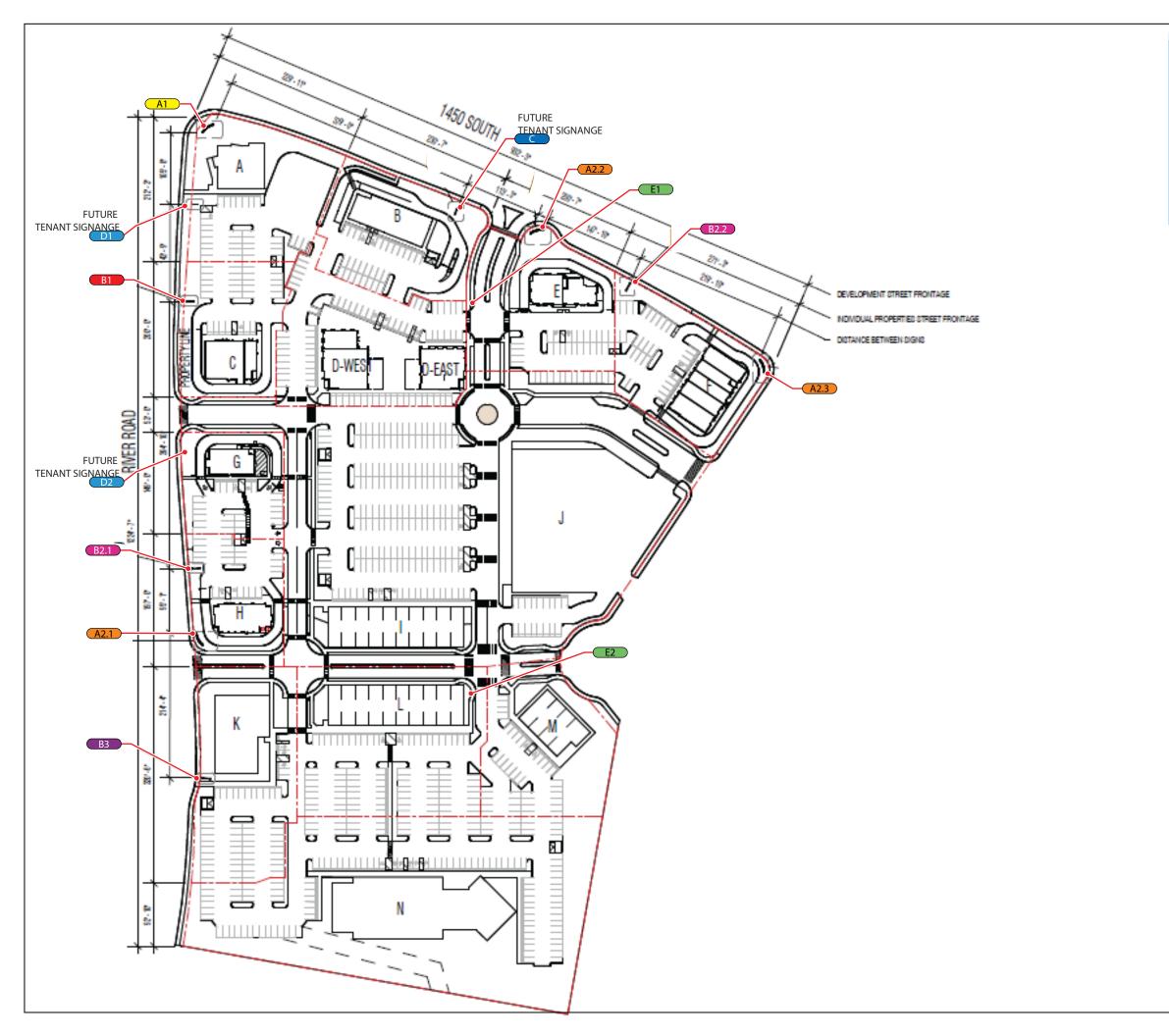
Version OPY-59881 Date: 12.05.2023

Address

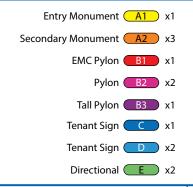
1349 E 1450 S River Road St. George, UT

PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.









DESIGN

4679 South River Road St. George, UT 84790 435.628.0350

www.yesco.com

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The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



Revisions

No.	Date / Description
Org.	12.05.2023 [TY]

J0

Approval

A/E Sign / Date

Client Sign / Date

River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

LOC

OPY-59881 R1





WOOD PANELING

Mosaic (Alumaboard) | Light Pecan | 8" Planks From LumaBuilt (Rollfab)

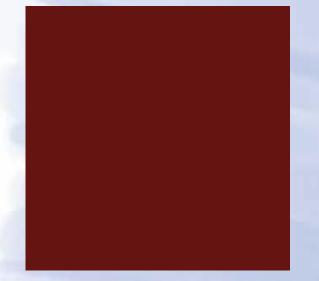
BOARD FORMED CONCRETE

Faux Painted/Textured Aluminum to Simulate 4"- 8" **Board Formed Concrete.**



SW 7020 BLACK FOX (DURANODIC)

STANDARD YESCO WHITE



SW 6328 FIREWEED



SW 6115 TOTALLY TAN

SW 6802 JACARANDA

SW 6118 SMOKEY TOPAZ





DESIGN

4679 South River Road St. George, UT 84790 435.628.0350

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Revisions

No.	Date / Description
Org.	09.29.2023 [TY]
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Approval

A/E Sign / Date

Client Sign / Date

River Crossing

1349 E 1450 S & River Road St. George, UT Acct. Exec: Ryan Cain

Designer: Tyler Young

OPY-59881 R1

ART



SIGN B1 - EMC MULTI TENANT MONOLITH PYLON SCALE: 1/4" = 1'-0"

SCOPE OF WORK

MANUFACTURE & INSTALL ONE [1] D/F PYLON W/EMC TO MATCH BUILDING ELEMENTS.

PERMITTING SIGN AREA: 144.25 FT² INAL ELECTRICAL CONNECTIO **CUSTOMER TO PROVIDE POWER TO** SIGN LOCATION. YESCO TO CONNECT.

NOTES

NOTES ABOUT THE DRAWINGS.

COLOR KEY

- **P1** | SW 7020 Black Fox
- P2 White
- P3 SW 6328 Fireweed
- P4 SW 6115 Totally Tan P5 SW 6802 Jacaranda
- 🔶 <u>P6</u> SW Smokey Topaz
- P7 Custom Faux Board Formed Concrete

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No.	Date / Description
Org.	09.29.2023 [TY]
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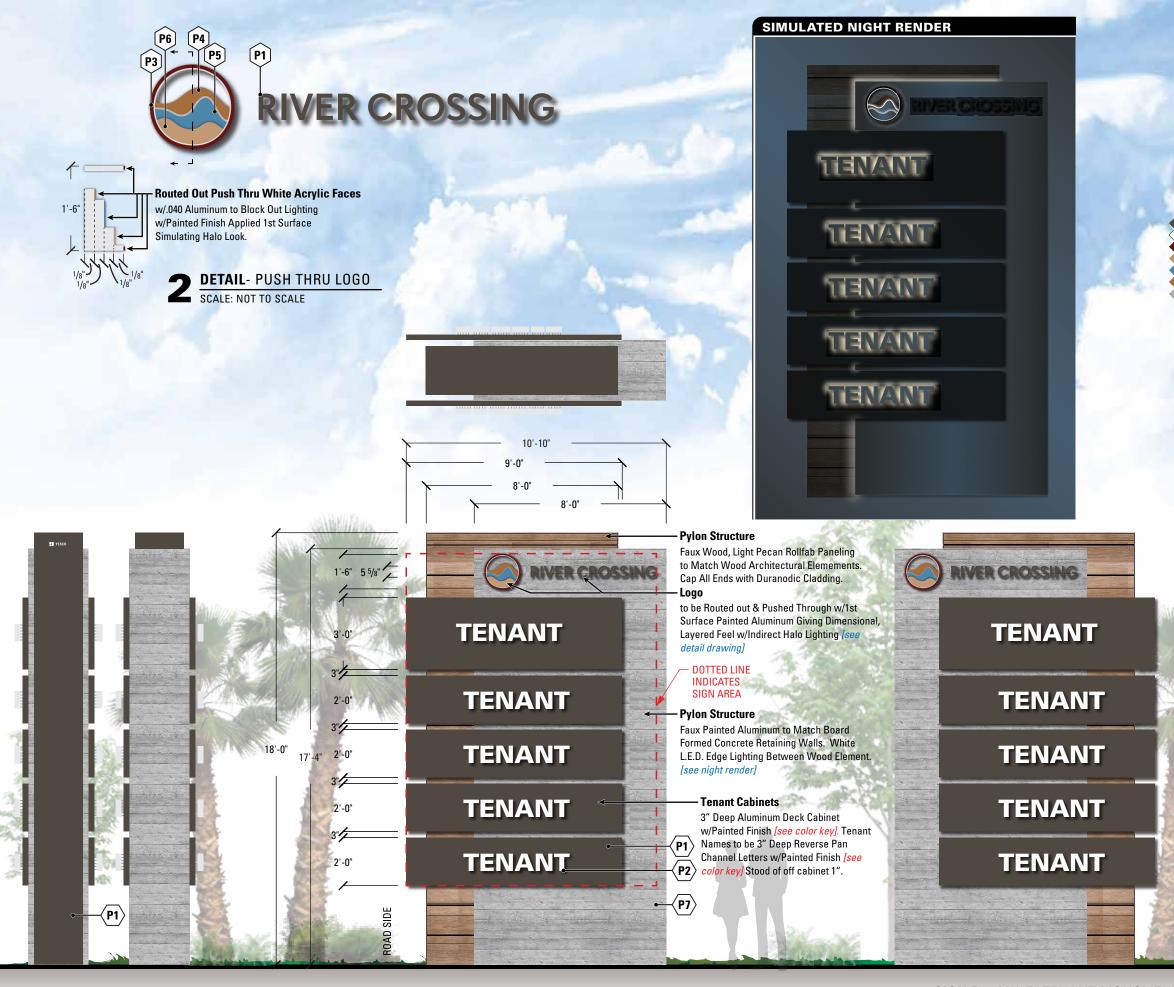
River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

ART

OPY-59881 R1



SCOPE OF WORK

MANUFACTURE & INSTALL TWO [2] D/F PYLONS TO MATCH BUILDING ELEMENTS

PERMITTING SIGN AREA: 144.25 FT² INAL ELECTRICAL CONNECTIO **CUSTOMER TO PROVIDE POWER TO** SIGN LOCATION. YESCO TO CONNECT.

NOTES

NOTES ABOUT THE DRAWINGS.

COLOR KEY

- P1 SW 7020 Black Fox
- P2 White
- P3 SW 6328 Fireweed
- P4 SW 6115 Totally Tan P5 SW 6802 Jacaranda
- 🔶 <u>P6</u> SW Smokey Topaz
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Org.	09.29.2023 [TY]
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Approval

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Client Sign / Date

River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

ART

OPY-59881 R1



SIGN B2.1

SIGN B2.2



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Approval

A/E Sign / Date

Client Sign / Date

ROAD SIDE

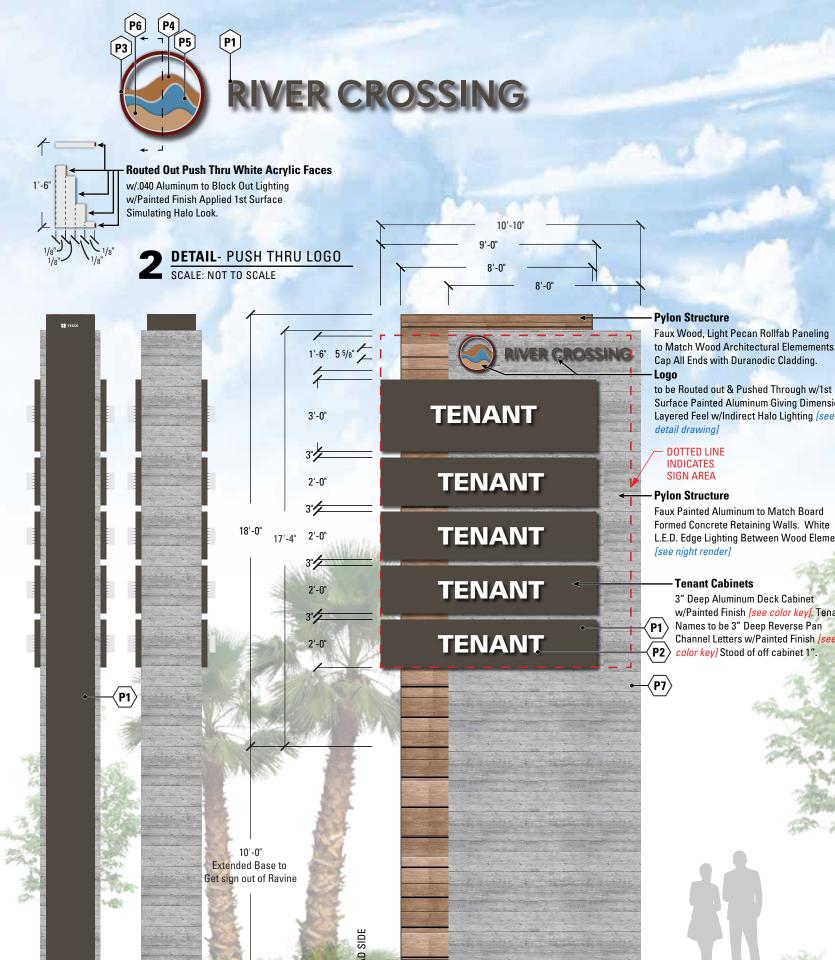
River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

ART

OPY-59881 R1



Faux Wood, Light Pecan Rollfab Paneling to Match Wood Architectural Elemements. Cap All Ends with Duranodic Cladding.

Surface Painted Aluminum Giving Dimensional, Layered Feel w/Indirect Halo Lighting [see

Faux Painted Aluminum to Match Board Formed Concrete Retaining Walls. White L.E.D. Edge Lighting Between Wood Element.

w/Painted Finish [see color key]. Tenant Names to be 3" Deep Reverse Pan Channel Letters w/Painted Finish [se color key] Stood of off cabinet 1".

VER CROSSING

TENANT

TENANT

TENANT

TENANT

TENANT

SCOPE OF WORK

MANUFACTURE & INSTALL ONE [1] D/F PYLON TO MATCH BUILDING ELEMENTS.

PERMITTING SIGN AREA: 144.25 FT² INAL ELECTRICAL CONNECTIO **CUSTOMER TO PROVIDE POWER TO** SIGN LOCATION. YESCO TO CONNECT.

NOTES

NOTES ABOUT THE DRAWINGS.

COLOR KEY

- P1 SW 7020 Black Fox
- P2 White
- **P3** SW 6328 Fireweed
- P4 SW 6115 Totally Tan P5 SW 6802 Jacaranda
- 🔶 P6 SW Smokey Topaz
- P7 Custom Faux Board Formed Concrete

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SIMULATED NIGHT RENDER \bigotimes 11



DESIGN

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No.	Date / Description
Org.	09.29.2023 [TY]
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Approval

A/E Sign / Date

Client Sign / Date

River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

ART

OPY-59881 R1



Round Cabinet

Open, 4" Deep Pan w/ Routed Out Aluminum Copy Peices Painted and Stood off Cabinet at Various Depths Giving a Layered Dimensional Feel. Front & Back White L.E.D Illumination to Give Halo Feel Behind Pieces of Logo Interior as Well as Circular Halo On Back Panel se 2 Inches Back.



DOTTED LINE INDICATES SIGN AREA



DESIGN

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River Crossing

1349 E 1450 S & River Road St. George, Utah

Acct. Exec: Ryan Cain Designer: Tyler Young

OPY-59881 R1

ART 50



1'-6"

2'-0"

3'-0"

5'-0"

2 DETAIL- PUSH THRU LOGO SCALE: NOT TO SCALE

SIMULATED NIGHT RENDER

RIVER CROSSING

RIVER CROSSING

15'-10

Round Cabinet

Open, 4" Deep Pan w/ Routed Out Aluminum Copy Peices Painted and Stood off Cabinet at Various Depths Giving a Layered Dimensional Feel. Front & Back White L.E.D Illumination to Give Halo Feel Behind Pieces of Logo Interior as Well as Circular Halo On Back Panel se 2 Inches Back.

Reverse Pan Channel Logo

4" Deep Aluminum Letters w/Painted Finish [see color key]. White L.E.D. Halo Illumination. Mounted to Look Like They Hang Just Over the $\langle \mathbf{P7} \rangle^{\text{Front Edge.}}$

Curved Monument Structure

Faux Wood, Light Pecan Rollfab Paneling to Match Wood Architectural Elemements. Cap All Ends with Duranodic Cladding.

Curved Monument Structure

Faux Painted Aluminum to Match Board Formed Concrete Retaining Walls. White L.E.D. Edge Lighting Between Wood Element.

DOTTED LINE INDICATES SIGN AREA



SCOPE OF WORK

MANUFACTURE & INSTALL ONE [1] S/F ENTRY MONUMENT TO MATCH BUILDING ELEMENTS.

PERMITTING SIGN AREA: 27.657 FT² NAL ELECTRICAL CONNECTI **CUSTOMER TO PROVIDE POWER TO** SIGN LOCATION. YESCO TO CONNECT.

NOTES

NOTES ABOUT THE DRAWINGS.

COLOR KEY

- P1 SW 7020 Black Fox
- P2 White
- 🔶 P3 SW 6328 Fireweed
- P4 SW 6115 Totally Tan P5 SW 6802 Jacaranda
- 🔶 P6 SW Smokey Topaz
- P7 Custom Faux Board Formed Concrete

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Org.	09.20.2023 [TY]
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A/E Sign / Date

Client Sign / Date

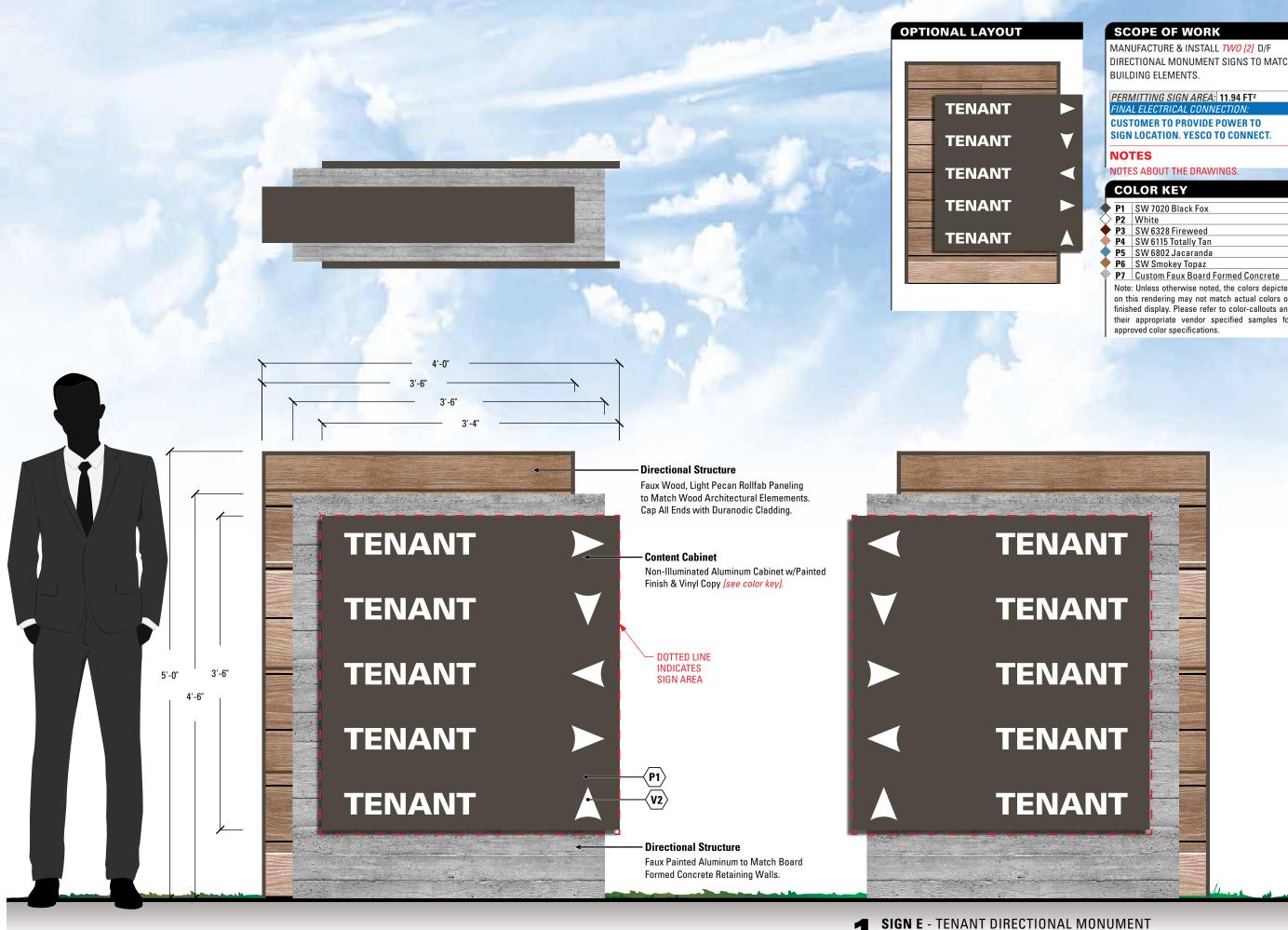
River Crossing

1349 E 1450 S & River Road St. George, Utah

Acct. Exec: Ryan Cain Designer: Tyler Young

OPY-59881 R1

6.0 ART



SCOPE OF WORK

MANUFACTURE & INSTALL TWO [2] D/F DIRECTIONAL MONUMENT SIGNS TO MATCH

PERMITTING SIGN AREA: 11.94 FT² INAL ELECTRICAL CONNECTION **CUSTOMER TO PROVIDE POWER TO** SIGN LOCATION. YESCO TO CONNECT.

SCALE: 1" = 1'-0"

Note: Unless otherwise noted, the colors depicted on this rendering may not match actual colors on finished display. Please refer to color-callouts and their appropriate vendor specified samples for approved color specifications.

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No.	Date / Description
Org.	09.29.2023 [TY]
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A/E Sign / Date

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River Crossing

1349 E 1450 S & River Road St. George, UT

Acct. Exec: Ryan Cain Designer: Tyler Young

ART

OPY-59881 RO



SIGN E1

SIGN E2





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No.	Date / Description
Org.	09.29.2023 [TY]
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Approval

A/E Sign / Date

Client Sign / Date

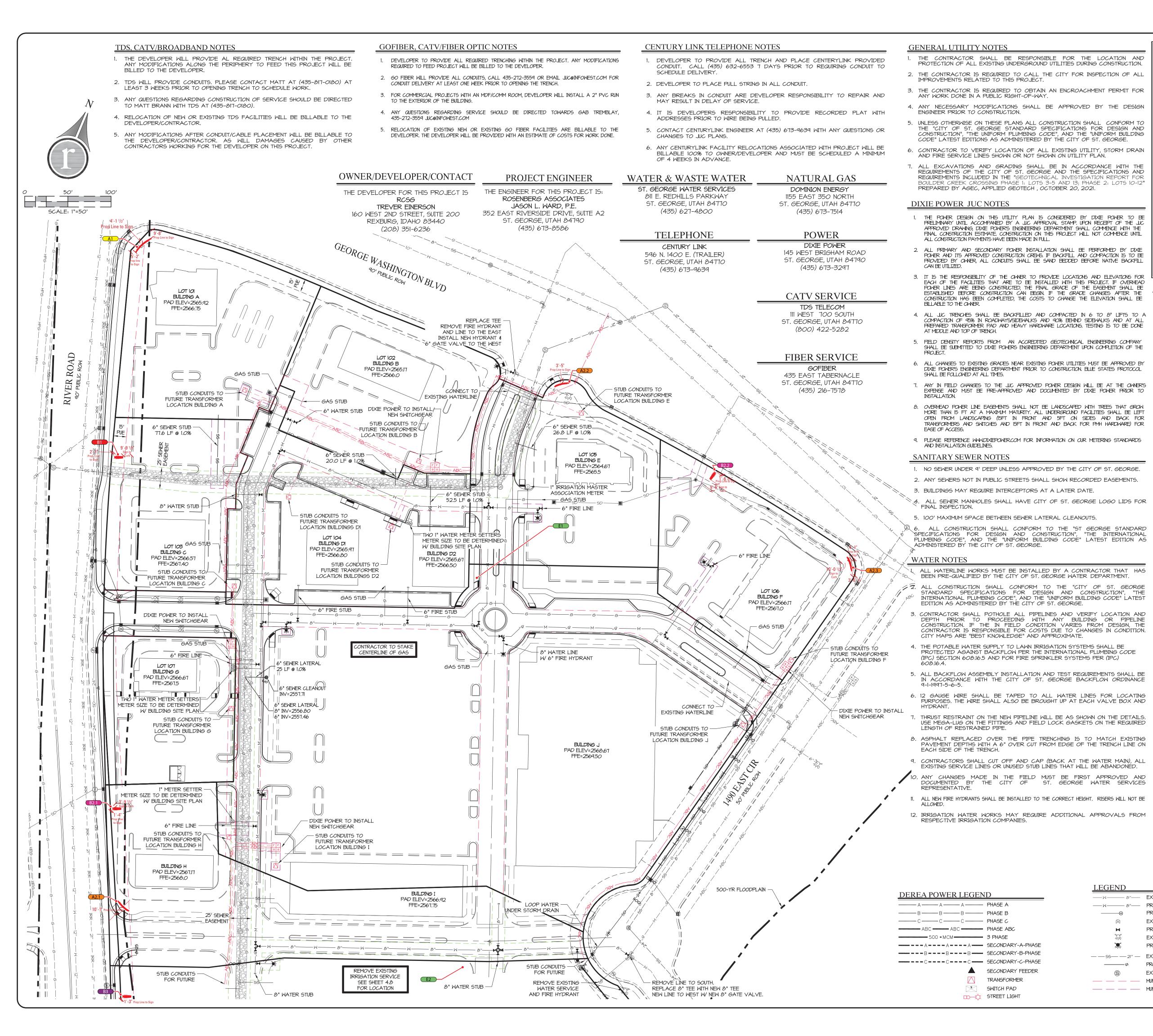
River Crossing

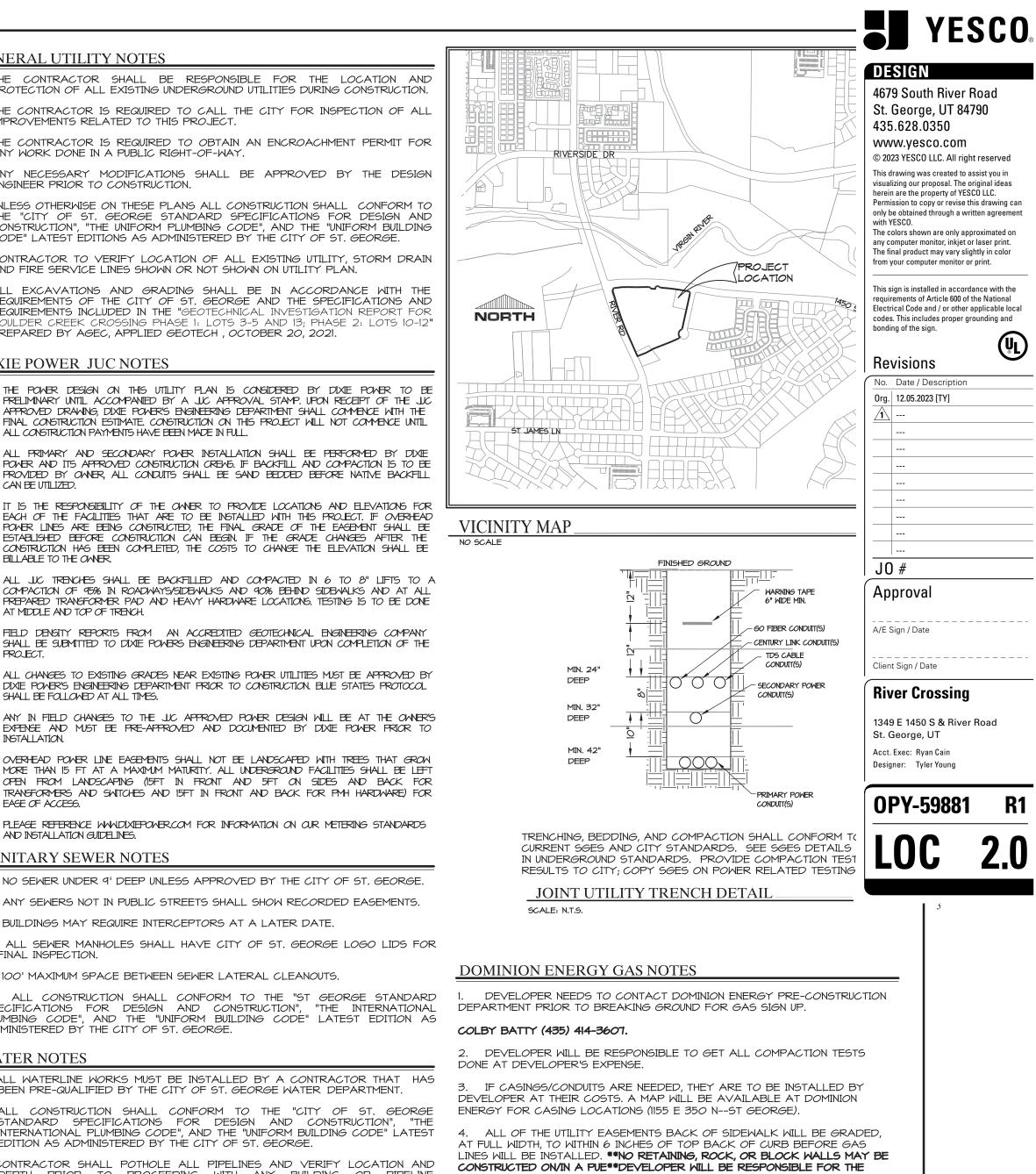
1349 E 1450 S & River Road St. George, UT Acct. Exec: Ryan Cain

Designer: Tyler Young

OPY-59881 R1

ART 7.1





ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.

DEVELOPER BEFORE GAS WILL BE INSTALLED. 7. POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT

. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.

CONTACT JC HALL, (435)210-0729, AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.

INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUBGRADE, AND THE FULL WIDTH OF THE UTILITY EASEMENT IS GRADED TO

HIGH PRESSURE GAS NOTE: CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801)324-3370, AT LEAST 48 HOURS IN ADVANCE, BEFORE WORKING WITHIN 10 FEET OF A HIGH PRESSURE GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT

SEPARATION NOTES

GAS TO WATER OR WASTEWATER WATER TO PHONE LINES/CABLE TV WATER TO WASTEWATER: HORIZONTAL



- 5 FT

- 10 FT

- 5 FT

- 10 FT

- 10 FT

- 18 IN

- 5 FT

Know what's **below**. Call before you dig.

NOTICE: EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

DESIGN

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his sign is installed in accordance with the quirements of Article 600 of the National Electrical Code and / or other applicable loca codes. This includes proper grounding and bonding of the sign.

Revisions

No. Date / Description Org. 12.05.2023 [TY]

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JU # Approval

A/E Sign / Date

Client Sign / Date

River Crossing

1349 E 1450 S & River Road St. George, UT Acct. Exec: Ryan Cain

OPY-59881 UU

DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E 350 N--ST GEORGE).

AT FULL WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. ****NO RETAINING, ROCK, OR BLOCK WALLS MAY BE** CONSTRUCTED ON/IN A PUE**DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION**

PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY

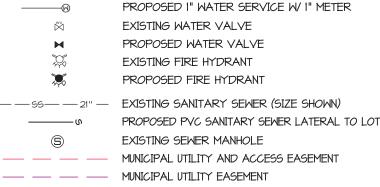
CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.

10. **IMPORTANT NOTICE**GAS WILL BE PUT ON THE SCHEDULE FOR

THE TOP BACK OF CURB.

SITE

LEGEND <u>س</u>



GAS TO POWER WATER TO IRRIGATION WATER TO POWER WATER TO WASTEWATER: VERTICAL

Exhibit C



THE CITY OF ST GEORGE COMMUNITY DEVELOPMENT DEPARTMENT 175 EAST, 200 NORTH ST GEORGE UTAH, 84770

ACTION SUMMARY

PLANNING COMMISSION AGENDA REPORT:04/12/2016CITY COUNCIL SET DATE:04/21/2016CITY COUNCIL MEETING:05/05/2016

ZONE CHANGE AMENDMENT: PUBLIC HEARING Master Sign Plan – Boulder Creek Commons / Crossing Case No. 2016-ZCA-018

Consider a zone change amendment for an overall 'Master Sign Plan' for both Boulder Creek "Crossing" (located on the west side of River Road) and Boulder Creek "Commons" (South - located on the east side of River Road) on approximately 26 acres. The owners / applicants / representatives are Mr. Mike Sheffield and Mr. Steven Sheffield. The properties are located on the west and east side of River Road and approximately at 1450 South Street.

<u>This request was APPROVED with conditions and comments by the City Council on May</u> 5, 2016.

Council Summary:

The City Council discussed this application for over two (2) hours before a motion was made to approve the monument signs with specific conditions. However, the request for pylon signs was denied. Also denied was the request for electronic message signs.

Conditions & Comments:

APPROVED

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 2 of 11

- 1. <u>Master Sign Plan</u> The master sign plan which consists of a site plan (with monument sign locations), sign elevations, details, colors, and materials was approved with modifications (*see attached*).
- 2. <u>Roadway Classification</u> The proposed commercial development(s) are located on a "Non-Major Commercial Street" (River Road and 1450 South Street). The maximum allowed sign height is limited to ten feet (10') unless the council approves greater with a master sign plan.
- 3. <u>Easements</u> Any 'commercial center' freestanding signs (pylons), or multi-tenant signs would have to be located in either a common area or in an easement to be determined per development agreement and/or CC&R's controlled by the POA (Property Owner Association). The applicant shall provide a copy to the City Attorney's office for review and approval.
- 4. <u>Design</u> All signs shall have a common and consistent look and design; color, stone, etc. (*See elevations*)
- 5. <u>Sight Distance</u> no signs shall block vehicle sight distances.
- 6. <u>Monument Signs West</u> Approve five (5) monument signs 'B' at 9 ½ ft. high (see detail)
- 7. <u>Monument Signs East</u> Approve six (6) monument signs 'B' at 9 ½ ft. high (see detail)
- 8. <u>Frontages</u> The applicant shall provide linear distances for each site.
- 9. <u>Building Signs</u> This plan does not address signs located on buildings; building signs are subject to staff review as a part of submitted sign permit applications and must follow the requirements of the Sign Ordinance.
- 10. <u>Future Commercial</u> The area shown as "Future Commercial Conceptual Layout" was removed from the Master Sign Plan.
- 11. <u>Rite Aid</u> The City Council approved a 13 ft. high monument sign as a part of this Master Sign Plan without electronic messaging or animation.

DENIED

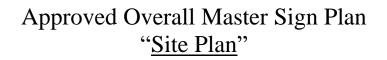
- 12. <u>Pylon Sign West</u> One (1) thirty foot (30') high pylon sign ("A").
- 13. <u>Pylon Sign East</u> Two pylon signs ("C"); 1) A thirty-one feet (31') high sign, and 2) one at 70% height of the first pylon sign (21.7 feet) 'C.'

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 3 of 11

- 14. Low Profile Center ID East One (1) low profile Center ID monument sign ("A") at 13.3 ft. high (*see detail*). The sign would be similar to what IHC has on the corner of River Road and Foremaster Road (*see photo*)
- 15. <u>EMS (electronic message sign)- East Side</u> At the Planning Commission, the applicant had agreed to limit electronic reader boards to only three (3) locations on the east side; 1) one on only one of the 'B' signs on 1450 South, note none on 'C' pylon on 1450 South, 2) one on sign 'A' on the corner of 1450 S & River rd., and 3) one on sign 'C' pylon on River Road. However, the City Council denied electronic messaging signs.
- 16. <u>EMS (electronic message sign)- West Side</u> At the Planning Commission, the applicant had agreed to limit electronic reader boards to only three (3) locations on the west side; 1) Rite Aid sign, 2) sign 'A' pylon, and 3) on one of the 'B' signs on River Road. However, the City Council denied electronic messaging.
- 17. <u>Future Commercial</u> The area shown as "Future Commercial Conceptual Layout" was removed from the Master Sign Plan.
- 18. <u>EMS / Animation Rite Aid Sign</u> The City Council approved a 13 ft. high monument sign as a part of the Master Sign Plan, but, no EMS / Animation was approved to be on that sign.

Z:\Planning and Zoning\Common\Zone Changes\2016 ZC\2016-ZCA-018 Master Sign Plan - Boulder Creek Commons and Creek\Action Summary\Action taken 2016-ZCA-018 Master Sign Plan - Boulders.doc

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 4 of 11





2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 5 of 11



Detail - West Side

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 6 of 11



Detail – East Side

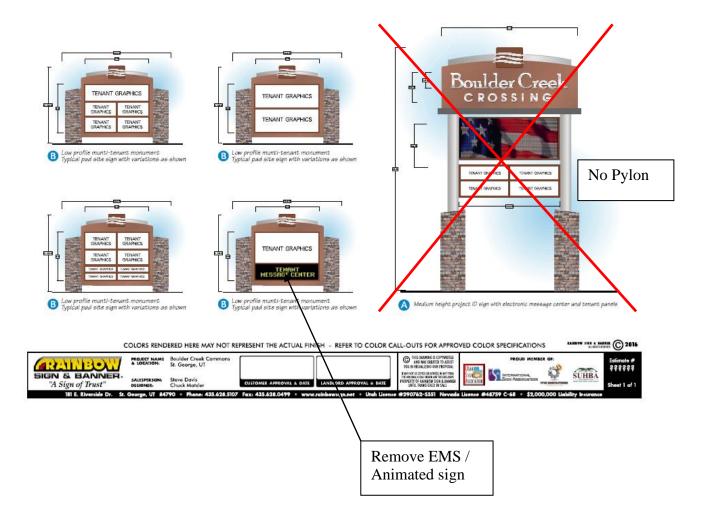
City Council Removed (denied) two (2) pylon signs ("C")

City Council Removed (denied) one (1) EMS /Aanimated sign ("A")

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 7 of 11



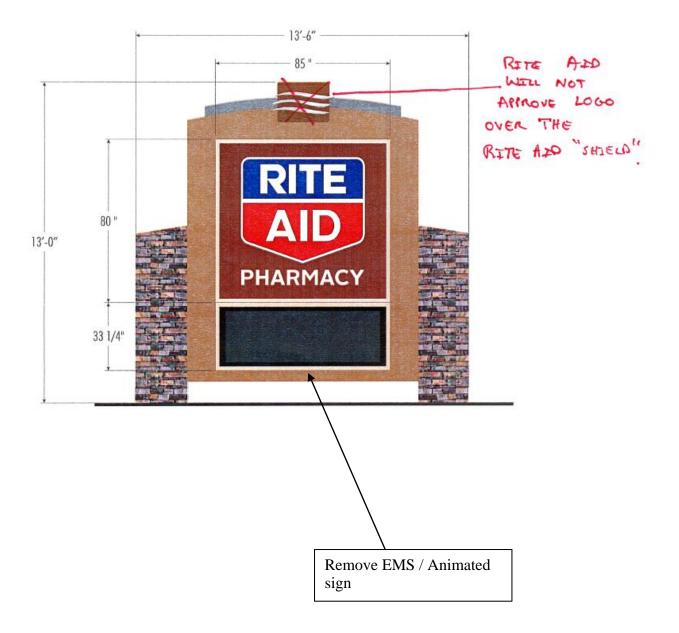
Reference – Zoning Map



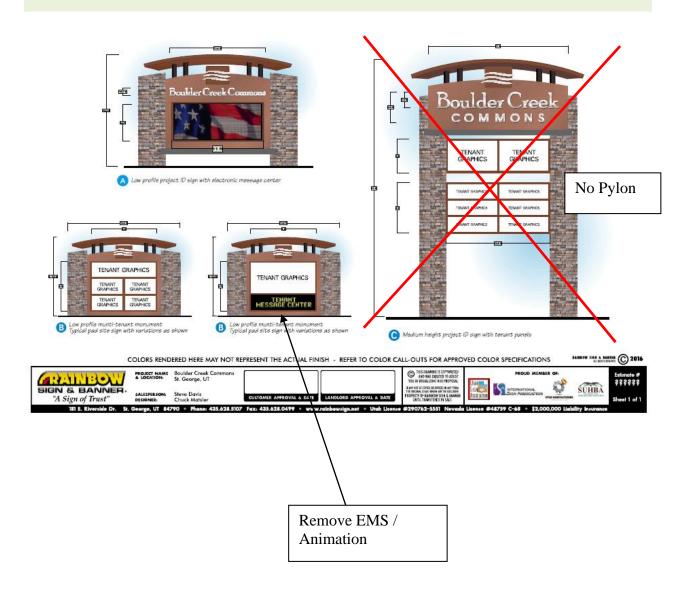
West Side – Signs - Boulder Creek Crossing

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 9 of 11

West Side – Sign - Rite Aid - Boulder Creek Crossing



2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 10 of 11



East Side – Signs - Boulder Creek Commons

2016-ZCA-018 Master Sign Plan – Boulder Commons / Creek Page 11 of 11

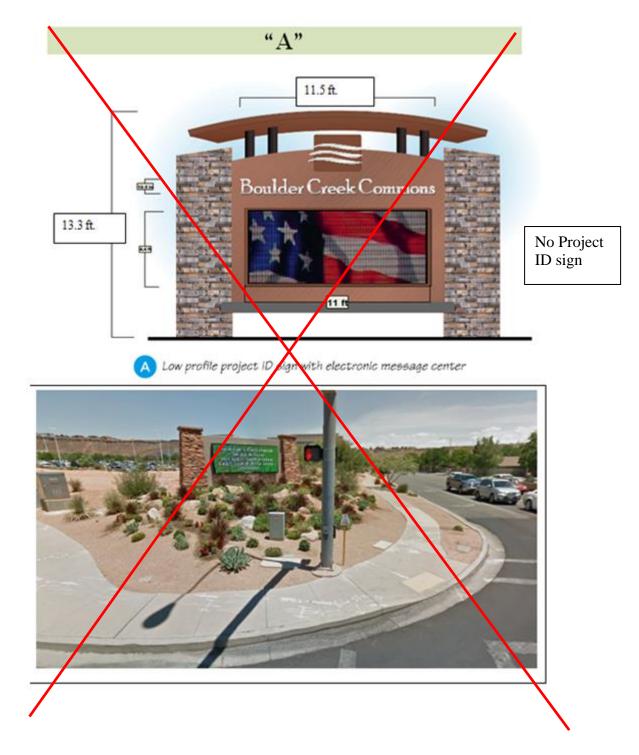


Exhibit D

February 12, 2024

Re: River Crossing Planned Development Commercial amendment to the Master Signage Plan

Dear Honorable Members of the St. George Planning Commission:

I am writing this letter to encourage you NOT to approve the signage master plan without more input from the neighbors and without modification. I would ask that you table this tonight. The detail from staff that actually explained the master plan was not available until late Friday evening on a holiday weekend (Superbowl), giving us (the neighborhood council) no time to contact the developers and meet with them as we have in the past. The site plan submitted was unnecessarily hard to read. We are particularly opposed to the variance of 15 feet to 18-foot height signage as well as the number of multitenant signs.

My input is based on 25 years as a marketing and advertising professional who has purchased hundreds of thousands of dollars in outdoor signage, as well as my 17-year history as a community advocate and neighborhood council member most familiar with this project

I and my neighbors are concerned with the number of multi-tenant signs proposed in addition to the potential for individual business signs, where tenants will come in for approval one by one. Currently the River Crossing site map shows 8 individual buildings with street exposure and excellent visibility as is comparable to Boulder Creer Crossing, strip center across the street which has NO free- standing signage, no monument signs, no electronic message centers, no pylons and no development signs except for a temporary sales sign. Because of the excellent visibility of the 8 River Crossing tenant buildings, they could very effectively use building only lettering for the 8 streetside tenants, leaving the need for only 3 or 4 internal project tenants advertised which could be covered by two, 15 foot pylon signs. This is demonstrated at Boulder Crossing or multiple other locations in the city. The 2 or 3 other buildings shown on the site map are internal to the project, but still have good visibility. Since we know one of the tenants is McDonalds, I would like to point out that McDonalds on Green Springs has no monument, pylon or free- standing signage. They rely upon their iconic colors, roof line and golden arches mounted on the building for advertising as well as the traffic count and location. They are the number 1 franchise in the world and they have marketing and advertising down to a science. They don't need free-standing, multi-tenant signage to be successful or give them a competitive edge. In fact, it's just visual clutter that detracts from their purpose.

Multi-tenant signs with more than two tenants are not readable or effective. Please drive by Sunset Corners, Rio Plaza or any number of developments in the city including Dinosaur Crossing that include multiple tenants on one sign or pylon. You may be able to take in the name of 2 or 3 tenants depending on the traffic situation. The others are lost clutter. Even the name of the development on the sign is a distraction from the tenants and provides little value. How many people know the name of the shopping center where Home Depot is located? How does that provide value?

Most multi-tenant signs are merely used as a tenant appeasement or a leasing enticement but add little if any real value to the business, city, or traveling public. The rule of thumb for signage is you can't read more than 7 words. Most businesses have at least 2 words in their name and many have up to 5, therefore if you have a sign that says River Crossing and then you included three tenants or more on that pylon you may be able to read the name of only 2 tenants. As you will make many decisions on signage as a planner, I urge you to observe even the monument signage at Dinosaur Crossing. The signs on the outside of the buildings are much more effective. The monument signage in most cases is redundant and only adds to the confusion, visual clutter, driver distraction and compromises the commercial landscape of the city. I had to drive around the corner 4 times to count the number of monument and or multi-tenant signs for Dinosaur Crossing. That development has 23 separate businesses yet only 4 monument, multi-tenant signs and not all tenants are represented on the signage, rather a short drive through the parking lot and all tenant signage on their buildings is clear and I know who is doing business there. There is too much going on street side to pay attention to the monument sides at Dinosaur Crossing and the same will be true on River Road.

Although the sign ordinance allows for a three-foot height variance upwards, the question posed by staff in your packet is does it fit the nature of the area? The answer is clearly no as I will document from the existing commercial and residential context in which it is being proposed. The next question is why they need a variance? There are no unusual hardships or circumstances that limit visibility, in fact, signage visibility is enhanced by the curve and the grade. This is not an unusually large development with little frontage for tenant visibility. I see no warranted reason to grant the variance under the neighborhood objections and the purposes of the sign ordinance.

Before you make this decision, I and my neighbors encourage you to do the research we have done by driving from 700 south on River Road to Fort Pierce Industrial Park to see the commercial and residential setting with new eyes. What you will find starting with Harmons are mostly low- profile monument signage, in some cases no free-standing signage at all which is true of the new development at Boulder Crossing (all signage is on the building itself, very visible from the road). Only Intermountain Health Care, with it's huge acreage and footprint, relies upon blade or pylon signage and one Electronic Message Board. If you don't have a chance to do this exercise, I have done the research for you. One older development, Fort Knoxx has grandfathered-in unattractive high pole signage.

Here is the nature of the area:

The following businesses along that portion of River Road that have low profile monument signage include: Zions Bank, Wells Fargo Bank, Alta Bank (new Boulders Crossing) Balance of Nature, Jiffy Lube and Maverick. Note that Jiffy Lube and Maverick have SMALL message boards incorporated into their monument signage. There is virtually NO pylon signage over 15 feet in the subject commercial area.

The following retail businesses along River Road have NO free-standing signs and rely upon names on their buildings which are quite visible from the street to advertise their businesses, this includes fast food and sit- down restaurants as well as retail. They include: Dutch Brothers, Costa Vida, Popeyes, Dixie Meats, Asian Market, Spilled Milk, and Tagg N Go. There are a few drive- through directional signs internal to the projects. These wise businesses understand the concept of reducing visual clutter so they can stand out. They have taken advantage of the traffic count and the great visibility of having signage at the top of their buildings for advertising and way-finding. They are not underserved or at a competitive

disadvantage as a result of having no multi-tenant signage or development signage. In fact, they are better served as the strip center is attractive and it is easy to see all of the business names.

The Professional Complex on the East Side of the road also has virtually no pole signs, no monument signs, no directional signs and no development signs. There are 17 different businesses that rely on letters high on their building fronts: Remax, Southern Utah Title, Christensen CPAs, Ascend Staffing, Paul Properties, Cherry Creek Mortgage, Paul Properties, Farmers Insurance, Hale Chiropractic, Outland Real Estate, Holmes Homes, Healthology, Concierge Clinics. Although this is a professional office building arrangement, you can see that this works for way finding.

Good natured planners, I implore you to not only look at the technical aspect of the sign ordinance, but the Purpose and Interpretation as outlined in section 9-13-1.

Sign Ordinance 9-13—1 Purpose and Interpretation:

Summary of purpose that apply to this request and consideration for context sensitive design

Eliminate potential hazards to motorists and pedestrian-

With a traffic count of more than 35,000 and projected increases this is especially important. Reducing the number of signs and height of signs will eliminate some of the driver distractions. The only traffic accident I have ever caused was being distracted by the electronic billboard on Sunset and Bluff.

Pedestrian Context-

The City has a significant investment in walking and bicycling trails in very close proximity to this project. There are pleasing views of the river, the historical river bridge and beautiful views of the Pine Valley mountains as you descend from the north down the hill. The excessive height and number of pylon signs in this proposal detracts from the city ordinance purpose of preserving and improving the appearance of the city as a place in which to live and to work and create an attraction for nonresidents to come to visit or trade. Let's not detract from this with an excessive amount or height of signage in this beautiful part of the city to no real purpose or advantage to business.

Residential Context:

River Road past 700 south to approximately the Fort Pierce is significantly residential. The adjacent neighborhoods have been long established neighborhoods. We wish to preserve this neighborhood feel while still allowing businesses to advertise their business. Most of the businesses that have located along River Road from 700 south onwards have helped to preserve the neighborhood feel. Please don't make an exception now. A good example of preserving the neighborhood feel, here is a small commercial center down the road which includes Dominios Pizza, Fizz, Crimson Pharmacy and Corner Dental Clinic which has no free-standing signage, no pylon signage and only signage on the building with a small directional sign.

Encourage Sign legibility through the elimination of excessive and confusing sign displays:

With signage, more is not always better as you can easily provide the driver with distracting information overload. The cumulative impact of too much signage is bad for business, bad for drivers and bad for the community feel we are trying to create. The project signage combined with individual signage constitutes visual clutter. It is not in keeping with the purpose of the ordinance.

The applicants plan fails to meet this objective by the height and number of signs in their proposal. In addition to the master plan for River Crossing, you have the potential to have additional signage for at least 10 separate buildings and potentially even more tenants if you have multiple occupants in one building.

May I suggest some win/win alternatives?

- 1.) Table the decision tonight so that the neighbors can meet with the developers and sign companies and save valuable time and angst coming up with a compromise solution. We only received the actual plan late Friday night on the eve of a holiday weekend. Notice was received a couple days before that with no detail. We have worked with the developers in the past to come up with a compromise solution on the General Plan and Zoning Changes.
- 2.) If you feel compelled to make a decision tonight, limit the height of all pylon signs to 15 feet and do not grant the variance as it is not warranted by any special need or circumstances and deviates from the residential and commercial setting.
- 3.) Limit the number of pylon signs to 2 with an understanding that 8 of the proposed buildings in the development have excellent roadside visibility and would be better served with letters on their buildings. Not all businesses need or want to be listed on the multi-tenant pylon signs.
- 4.) Limit the number of pylon signs that are allowed to have EMS to 1 near the corner of River Road and 1450 South AKA George Washington. Although only 1 is proposed now, they can have up to 3 if you pass this master plan as is.
- 5.) Suggest to the developer that their tenants would be better served by giving them a sign allowance as part of their lease agreement than to have 4 multi-tenant signs by the developer that serve as a tenant appeasement and add little to no real value to the tenants or their development
- 6.) Adhere to good planning standards by considering context sensitive solutions that don't encourage sign and feature creep that detract from the adjacent neighborhoods and encourage more and taller signs.
- 7.) Reduce driver distraction by limiting the number of signs to 2 pylon signs and one monument sign knowing that individual businesses will come in with their own proposals as part of PUD commercial zoning.
- 8.) Encourage the concept of proportionality and set a good precedent for other commercial developments along River Road from 700 South. If you grant this variance, how many other multi-tenant commercial developments will want the 18- foot pylon signage when the standard for the area has been low profile monument signage. Once these 18-footers go up, they will never come down. Other multi-tenant developments may want to follow suit.

Respectfully submitted in haste to meet the deadline,

Lorri Puchlik Boulders Neighborhood

ORDINANCE NO.

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 18.02 ACRES, LOCATED EAST OF RIVER ROAD AND SOUTH OF GEORGE WASHINGTON BLVD FOR THE PURPOSE OF APPROVING A MASTER SIGN PLAN FOR THE RIVER CROSSING DEVELOPMENT FOR A PROJECT TO BE KNOWN AS RIVER CROSSING MASTER SIGN PLAN.

(River Crossing Master Sign Plan)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 18.02 acres, located east of River Road and south of George Washington Blvd for the purpose of approving a master sign plan; and

WHEREAS, the City Council held a public meeting on this request on March 7, 2024; and

WHEREAS, the Planning Commission held a public hearing on this request on February 13, 2024 and recommended approval with a 7-1 vote with the following conditions.

- 1 The pylon signs are limited to a maximum height of 15 ft.
- 2 The digital sign is removed.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Commercial is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of March 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" – Legal Descriptions River Crossing Development

LEGAL DESCRIPTION:

Beginning at a point on the westerly line of 1490 East Circle, said point being South $00^{\circ}32^{\circ}03^{\circ}$ West 4,313.40 feet along and beyond the section line and West 704.89 feet from the Northwest Comer of Section 33, Township 42 South, Range 15 West, Salt Lake Base & MERIDIAN, AND RUNNING:

THENCE SOUTH 12°23'15" WEST 419.16 FEET ALONG THE EASTERLY LINE OF 1490 EAST CIRCLE TO THE NORTHWESTERLY COMER OF BOULDER SPRINGS VILLAS PHASE 3;

THENCE SOUTHERLY THE FOLLOWING (5) DESCRIPTIONS ALONG THE WESTERLY LINE OF SAID BOULDER SPRINGS VILLAS PHASE 3;

THENCE SOUTHWEST 17.91 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH $77^{3}36'45''$ West, long chord bears South $38^{\circ}02'47''$ West 17.32 FEET with A CENTRAL ANGLE OF $51^{\circ}19'04''$);

THENCE SOUTHWEST 84.59 FET ALONG AN ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 26°17'41" EAST, LONG CHORD BEARS SOUTH 23°18'51" WEST 77.76 FEET WITH A CENTRAL ANGLE OF 80°46'55"); THENCE SOUTH 61°48'16" WEST 109.14 FEET; THENCE SOUTH 68°30'57" WEST 440.21 FEET TO THE EASTERLY LINE OF RIVER ROAD;

THENCE NORTHERLY THE FOLLOWING (3) DESCRIPTIONS ALONG SAID EASTERLY LINE OF RIVER ROAD; THENCE NORTH 23°57'21" WEST 245.76 FEET;

THENCE NORTH 332.44 FEET ALONG AN ARC OF A 2,814.93 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 66°02'39" EAST, LONG CHORD BEARS NORTH 20°34'21" WEST 332.25 FEET WITH A

CENTRAL ANGLE OF 06°46'00"; THENCE NORTH 17°11'21" WEST 228.75 FEET TO THE SOUTHERLY LINE OF 1450 SOUTH STREET; THENCE EASTERLY THE FOLLOWING (13) COURSES ALONG SAID SOUTHERLY LINE OF 1450 SOUTH STREET

AND THE WESTERLY LINE OF 1490 EAST CIRCLE; THENCE NORTHEAST 38.32 FEET ALONG AN ARC OF A 34.07 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 70°02′01″ EAST, LONG CHORD BEARS NORTH 52°11′20″ EAST 36.33 FEET WITH A CENTRAL

ANGLE OF 64°26'42"); THENCE NORTH 82°51'26" EAST 16.67 FEET;

THENCE EAST 68.96 FEET ALONG AN ARC OF A 2,709.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 07°09'02" EAST, LONG CHORD BEARS NORTH 83°34'43" EAST 68.96 FEET WITH A CENTRAL ANGLE OF 01°27'31");

THENCE EAST 179.27 FEET ALONG AN ARC OF A 2,709.18 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°51'19" EAST, LONG CHORD BEARS SOUTH 89°57'34" EAST 179.23 FEET WITH A CENTRAL ANGLE OF 03°47'29");

THENCE EAST 143.08 FEET ALONG AN ARC OF A 2,697.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°54'02" EAST, LONG CHORD BEARS NORTH 89°37'09" EAST 143.07 FEET WITH A CENTRAL ANGLE OF 03°02'23");

THENCE SOUTHEAST 29.86 FEET ALONG AN ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°08'21" WEST, LONG CHORD BEARS SOUTH 43°50'26" EAST 26.88 FEET WITH A CENTRAL ANGLE OF $90^{\circ}D2'26^{\circ}$; THENCE SOUTH $88^{\circ}49'13''$ EAST 55.00 FEET; THENCE NORTH $01^{\circ}10'44''$ EAST 4.61 FEET;

THENCE NORTHEAST 62.00 FEET ALONG AN ARC OF A 27.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 88°49'16" EAST, LONG CHORD BEARS NORTH 65°45'51" EAST 49.68 FEET WITH A CENTRAL

ANGLE OF 129°10'13'); THENCE EAST 30.55 FEET ALONG AN ARC OF A 48.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 40°20'58" EAST, LONG CHORD BEARS SOUTH 67°41'40" EAST 30.05 FEET WITH A CENTRAL ANGLE of 36°05'16");

THENCE EAST 321.94 FEET ALONG AN ARC OF A 2,697.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH $04^{\circ}15'41''$ West, long chord bears South $82^{\circ}19'08''$ East 321.75 FEET with a CENTRAL ANGLE OF $06^{\circ}50'22^{\circ}$; THENCE SOUTHEAST 39.83 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH $11^{\circ}06'03''$ WEST, LONG CHORD BEARS SOUTH $33^{\circ}15'21''$ East 35.75 FEET with a CENTRAL ANGLE OF $91^{\circ}17'11^{\circ}$) TO THE POINT OF BEGINNING.

CONTAINING 508,356 SQUARE FEET OR 11.67 ACRES.

Beginning at a westerly corner of Boulder Springs Villas Phase 3 as found on file as Entry No. 20140001443 with the Washington County Recorder's Office, said point being South $00^{\circ}32'03''$ West 4,850.17 feet along and beyond the section line and West 770.60 feet from the Northwest Comer of Section 33, Township 42 South, Range 15 West, Salt Lake Base & MERIDIAN, AND RUNNING:

THENCE SOUTHEASTERLY THE FOLLOWING (2) COURSES ALONG THE WESTERLY LINE OF SAID BOULDER SPRINGS VILLAS PHASE 3;

THENCE SOUTH 61°28'00" EAST 66.33 FEET; THENCE SOUTH 61°28'00" EAST 66.33 FEET; THENCE SOUTH 11°28'48" EAST 420.38 FEET TO THE NORTHERLY LINE OF THE BOULDERS PHASE 1 AS FOUND ON FILE AS ENTRY 446597 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 78°31'12" WEST 577.28 FEET ALONG SAID NORTHERLY LINE OF THE BOULDERS PHASE 1

TO THE EASTERLY LINE OF RIVER ROAD;

THENCE NORTHWESTERLY THE FOLLOWING (2) COURSES ALONG SAID EASTERLY LINE OF RIVER ROAD THENCE NORTHERLY 255.49 FEET ALONG AN ARC OF A 1,196.28 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 78°16'50" WEST, LONG CHORD BEARS NORTH 17°50'16" WEST 255.00 FEET WITH

A CENTRAL ANGLE OF 12°14'12"; THENCE NORTH 23°57'21" WEST 159.00 FEET TO THE SOUTHERLY LINE OF RIVER CROSSING PHASE 1 AMENDED AND EXTENDED;

AMENDED AND EXTENDED; THENCE NORTHEASTERLY THE FOLLOWING (2) COURSES ALONG SAID SOUTHERLY LINE OF RIVER CROSSING PHASE 1 AMENDED AND EXTENDED; THENCE NORTH 68°30'57" EAST 440.21 FEET; THENCE NORTH 61°48'16" EAST 109.14 FEET TO THE WESTERLY LINE OF SAID BOULDER SPRINGS VILLAS

PHASE 3;

THENCE SOUTHEASTERLY 79.66 FEET ALONG AN ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH $72^{\circ}55'23''$ East, long chord bears South $55^{\circ}06'49''$ East 73.94 FEET with a central angle of $76^{\circ}04'25''$) along said westerly line of Boulder Springs Villas Phase 3 to the POINT OF BEGINNING.

CONTAINING 276,775 SQUARE FEET OR 6.35 ACRES.

Exhibit "B" – Parcel Exhibit





Agenda Date: 03/07/2024

Agenda Item Number: 14

Subject:

Consider approval of Ordinance No. 2024-015 amending an approved PD-C (Planned Development Commercial) on approximately 1.92 acres, located along Pioneer Road and north of Sun River Parkway for the purpose of building a Les Schwab Tire Center. Case No. 2024-PDA-001

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Zack Graham

Reference Number: 2023-PDA-001

Address/Location:

Along Pioneer RD and north of Sun River Pkwy.

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

This lot is a part of the Sun River Commons area. This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan. The applicant is proposing a new Les Schwab Tire Center at this location. The planned tire center will be a 12,476 square foot Les Schwab and a 2,880 enclosed truck maintenance area which is an approved use for this PD-C (Area 2.1 allows uses from C-2 zoning in the city code). The Planning Commission held a public hearing and recommended approval to the City Council.

Staff Narrative (need/purpose):

The applicant is proposing building a Les Schwab tire center. This proposal will provide another commercial business option for the Sun River area.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On January 9, 2024, the Planning Commission held a public hearing on the Les Schwab Tire Center and recommended approval with a vote of 7-0 with conditions: 1. Applicants will fund a future median in Pioneer Road in front of their site and the city will build it when needed.2. Applicants will create a turnaround at the end of the private access road. 3. Applicant will add additional relief design on side of building facing I-15 4. Applicant to add additional landscaping (trees, shrubs) on the rear of property along I-15.



PLANNING COMMISSION AGENDA REPORT:01/09/2024CITY COUNCIL AGENDA REPORT:03/07/2024

Les Schwab Tire Center Planned Development Amendment (Case No. 2024-PDA-001)					
Request:	Consider an ordinance amending an approved PD-C (Planned Development Commercial) on approximately 1.92 acres, located along Pioneer Rd and north of Sun River Pkwy for the purpose of building a Les Schwab Tire Center for a project to be known as Les Schwab Tire Center.				
Applicant:	Sun River Commons LLC				
Representative:	Zack Graham				
Location:	Located along Pioneer Rd and North of Sun River Pkwy.				
General Plan:	COM (Commercial)				
Existing Zoning:	PD-C (Planned Development Commercial)				
	North	PD-C (Planned Development Commercial)			
Surrounding Zoning:	South	PD-C (Planned Development Commercial)			
Zonnig.	East	PD-C (Planned Development Commercial)			
	West	PD-C (Planned Development Commercial)			
Land Area:	Approximately 1.92 acres				



BACKGROUND:

This lot is a part of the Sun River Commons area. This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan. The applicant is proposing a new Les Schwab Tire Center at this location. The planned tire center will be a 12,476 square foot Les Schwab and a 2,880 enclosed truck maintenance area which is an approved use for this PD-C (Area 2.1 allows uses from C-2 zoning in the city code). The proposed tire center meets the above standards as well as the zoning requirements shown below.

Please see the zoning requirement details below:

Zoning Requirements					
Regulation	Section Number	Proposal	Staff Comments		
Setbacks		Front/ Street Side: 115' Side: 166.45, 169' Rear: 10.50'	The required setbacks are: Front/ Street Side: 20' Side/ Rear: 0' and 10'		
Uses	10-8D-2	Tire Center	The proposed use is found on the approved use list for the Atkinville PD-C		
Height and Elevation	10-8D-2	Approximate Height: 30'	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.		
Landscape Plan	10-8D-2	A conceptual landscape plan has been included.	The plans show a 15' landscape strip along the front and an average of 28 feet along the back with a minimum distance of 6 feet. The street trees will be required to be at least 30' on center.		
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.		
Signs	10-8D-2	The applicant is going to propose two small monument signs along with wall signs.	Any signs will need to meet the sign regulations found in Title 9-13 and the Signage plan for the Sun River Commons.		
Lighting	10-8D-2	Please see photometric plan in the presentation.	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting.		

Lot Coverage	10-8D-6	The proposed buildings cover just 15 % of the lot.	The PD-C zone allows building coverage up to 50%.
Solid Waste	10-8D-6	This development shows the solid waste location.	The solid waste location is proposed to be screened with walls and gates.
Buffer Protection of Residential Property	10-8D-6	N/A	N/A
Parking	10-19-5	Parking provided: 38 spaces with 2 ADA stalls.	The requirement is: 1 space per 400 gross floor area. 38 stalls required.
EVCS And Bike Parking	10-19-6	None shown	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.
Colors	10-17A- 14	The plans show the buildings to be in grey tones and natural tones.	The code allows for natural muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings.

PLANNING COMMISSION:

On January 9th, 2024, the Planning Commission held a public hearing and heard this Planned Development Amendment proposal. The Planning Commission recommended approval and added some conditions to the recommendation.

RECOMMENDATION:

Staff recommends approval of the Les Schwab Tire Center Planned Development Amendment with the following conditions form the Planning Commission.

- 1. Applicants will fund a future median in Pioneer Road in front of their site and the city will build it when needed.
- 2. Applicants will work with Sun River Commons to create a turnaround at the end of the private access road.
- 3. Applicant will add additional relief design on side of building facing I-15
- 4. Applicant to add additional landscaping (trees, shrubs) on the rear of property along I-15.

ALTERNATIVES:

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

POSSIBLE MOTION:

I move we approve ordinance # _____, amending an approved PD-C (Planned Development Commercial) on approximately 1.92 acres, located along Pioneer Rd just north of the Sun River Pkwy for the purpose of building a Les Schwab Tire Center for a project to be known as Les Schwab Tire Center with conditions in the staff report.

FINDINGS FOR APPROVAL:

- 1. The proposed uses are permitted uses found in the PD-C zone.
- 2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

CC 2024-PDA-001 Les Schwab Page **5** of **7**

Exhibit A Applicant's Narrative



PROPOSED DEVELOPMENT AMENDMENT NARRATIVE LES SCHWAB TIRE CENTER ST. GEORGE, UT



1.92 acre portion of Tax ID #SG-6-3-23-128. Sun River Commons Development St. George, UT

Prepared For:	Les Schwab Tire Centers PO Box 5350 Bend, OR 97708-5350	
Prepared By:	Tracey Daniels, PE (NC) tracey@grahameng.com Graham Engineering LLC 4591 Alexander Street Bozeman, MT 59718	Zack Graham, PE (#10599202-2202) zack@grahameng.com Project Engineer
Project Number:	22025_LSUT_STGEOSUNRV	/R
Date:	December 4, 2023	

CC 2024-PDA-001 Les Schwab Page **6** of **7**



1.0 Introduction

The subject property is in the City of St. George, UT, on Pioneer Road. The parcel is northeast of the intersection of Bluegrass Way and Pioneer Road and northwest of Interstate 15. The site is part of the Sun River Commons Development and is a 1.92-acre portion of Tax ID #SG-6-3-23-128. The parcel is being created through subdivision under separate cover by the property seller. Prior to development by Les Schwab, an access road will be constructed by the developer on the west side of the site.

Note: A subdivision is being processed to create this parcel by the current land owner.

2.0 Zoning

The subject property is zoned for PD-C, Planned Development - Commercial, as are the adjacent lots. One adjacent lot is currently developed with a fire station. No other adjacent lots are currently developed. No zoning change is being proposed.

3.0 Proposed Uses

A tire shop is proposed for this parcel, which will include the selling and changing of tires, wheels, car batteries, shocks, and struts; aligning wheels; and servicing brakes. Tire sales and service is an allowed use in PD-C.

4.0 Land Use

The proposed non-residential floor area per acre is 0.15. Land use percentages can be found in the table below. Paved includes parking and driving areas.

Land Use	Percentage of Parcel
Building	15%
Landscape	20%
Paved	65%

CC 2024-PDA-001 Les Schwab Page **7** of **7**

Exhibit B PowerPoint Presentation

Les Schwab 2024-PDA-001

Aerial Map

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General Plan Map

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Zoning Map

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Les Schwab Site Plan

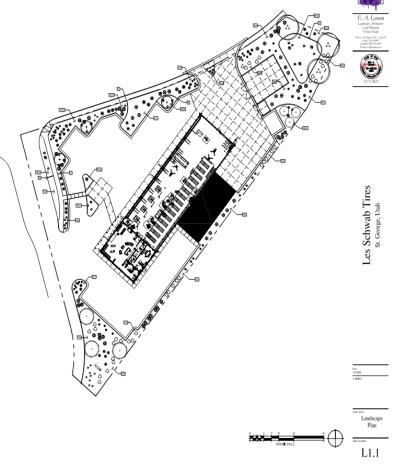
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Landscape Plan









5 GEORGE ST. CENTER . TIRE PIONEER ROAD, ST. GEORG 9 BAY LH LINEAR STORE LES SCHWAB 7



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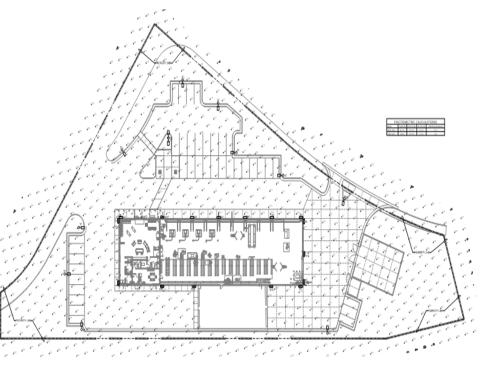
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Photometric Plan

SITE PHOTOMETRIC PLAN







Original Elevations





ELEVATIONS

Original Elevations





Updated Elevations



PRESPECTIVE

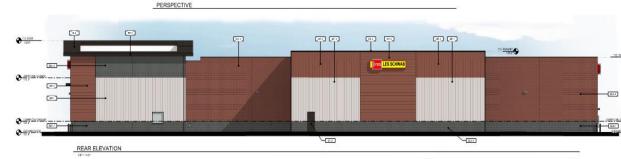




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Updated Elevations

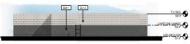








TRASH/BULLPEN ENCLOSURE RIGHT ELEVATION 18" = 1.0"



TRASH/BULLPEN ENCLOSURE REAR ELEVATION



TRASH/BULLPEN ENCLOSURE LEFT ELEVATION

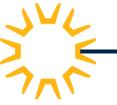


Updated Elevations



Conditions of Approval

- 1. Applicants will fund a future median in Pioneer Road in front of their site and the city will build it when needed.
- 2. Applicants will work with Sun River Commons to create a turnaround at the end of the private access road.
- 3. Applicant will add additional relief design on side of building facing I-15.
- Applicant to add additional landscaping (trees, shrubs) on the rear of property along I-15.



Materials Board

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ORDINANCE NO.

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMRECIAL) ON APPROXIMATELY 1.92 ACRES, LOCATED ALONG PIONEER RD AND NORTH OF SUN RIVER PKWY FOR THE PURPOSE OF BUIDING A LES SCHWAB TIRE CENTER FOR A PROJECT TO BE KNOWN AS LES SCHWAB TIRE CENTER.

(Les Schwab)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 1.92 acres, located along Pioneer Rd and north of Sun River Pkwy to build a Les Schwab Tire Center; and

WHEREAS, the City Council held a public meeting on this request on March 7, 2024; and

WHEREAS, the Planning Commission held a public hearing on this request on January 09, 2024 and recommended approval with a 7-0 vote with the following conditions.

- 1 Applicants will fund a future median in Pioneer Road in front of their site and the city will build it when needed.
- 2 Applicants will create a turnaround at the end of the private access road.
- 3 Applicant will add additional relief design on side of building facing I-15
- 4 Applicant to add additional landscaping (trees, shrubs) on the rear of property along I-15.

WHEREAS, the City Council has determined that the requested change to the previously approved Planned Development Commercial is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of March 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" – Legal Descriptions Les Schwab Tire Center

Beginning at a point on the easterly line of Pioneer Road, said point being North 01°13'39" East 3493.28 feet beyond the Section line and East 5482.02 feet from the Southwest corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running; thence Northeasterly the following (2) courses along the Southeasterly line of said Pioneer Road; thence North 73°43'35" East 177.06 feet; thence Northeast 207.27 feet along an arc of a 590.00 foot radius curve to the left (center bears North 16°16'25" West, long chord bears North 63°39'44" East 206.21 feet with a central angle of 20°07'43"); thence South 68°25'23" East 76.99 feet to the Westerly line of Interstate 15; thence South 28°34'00" West 91.12 feet along said Westerly line Interstate 15; thence South 39°18'35" West 445.72 feet; thence North 50°41'24" West 40.34 feet; thence North 58.20 feet along an arc of a 120.00 foot radius curve to the left (center bears North 78°28'49" West, long chord bears North 02°22'32" West 57.64 feet with a central angle of 27°47'25"); thence North 16°16'15" West 238.51 feet to the Point of Beginning.

Exhibit "B" – Parcel Exhibit





Agenda Date: 03/07/2024

Agenda Item Number: 15

Subject:

Consider approval of Ordinance No. 2024-016 amending Title 10-23, Landscape Standards, and 10-17A-16, Golf Course Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George. Case No. 2024-ZRA-004

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2024-ZRA-004

Address/Location:

N/A

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

Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses. A public hearing was held at the Planning Commission meeting held on February 13, 2024.

Staff Narrative (need/purpose):

This request is to amend Title 10-23 and 10-17A-16 of the St. George Zoning Regulations to add additional water conservation standards to our code. This update includes the following:No lawn will be allowed to be placed within 10 of any roadway or parking lot.Beginning on July 1, 2024, all golf courses must provide an annual water budget to our Water Department.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a 7-0 vote, the Planning Commission recommended approval of the amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.



Zoning Regulation Amendment

PLANNING COMMISSION AGENDA REPORT:02/13/2024CITY COUNCIL AGENDA REPORT:03/07/2024

ZONING REGULATION AMENDMENT Water Conservation Updates (2024-ZRA-004)

Amendment to Title 10-23 Landscape Standards Amendment to Title 10-17A-16 Golf Course – Specific Standards

REQUEST:

Consider a request to amend Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George. The applicant is The City of St. George. (Case No. 2024-ZRA-004)

BACKGROUND:

Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses.

This request is to amend Title 10-23 and 10-17A-16 of the St. George Zoning Regulations to add additional water conservation standards to our code. This update includes the following:

- No lawn will be allowed to be placed within 10' of any roadway or parking lot.
- Beginning on July 1, 2024, all golf courses must provide an annual water budget to our Water Department.

Proposed Changes:

The proposed revisions are shown in Exhibits A and B. The proposed additions are in green and the deletions are in red with a strikethrough.

RECOMMENDATION:

With a 7-0 vote, the Planning Commission recommended approval of the amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of

the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.

ALTERNATIVES:

- 1. Approve as presented.
- 2. Approve with changes.
- 3. Deny this request.
- 4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

I move we approve Ordinance No. 2024-xxx, an amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.

FINDINGS:

- 1. It is in the best interest of the city to update city zoning regulations periodically.
- 2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.

EXHIBIT A Proposed Amended Landscape Standards 10-23

CHAPTER 23

LANDSCAPE STANDARDS

- 10-23-1: Minimum Landscaping Standards
- 10-23-2: Additional Requirements For Nonresidential Developments
- 10-23-3:Landscaping Completion And Maintenance Requirements For Single-Family
Residential Zones, Residential Estate Zones, And Single-Family Residences

10-23-1:

MINIMUM LANDSCAPING STANDARDS:

Minimum landscaping standards are required for development within all zones except agriculture, gravel and grazing, open space, and single-family residential, as follows:

A. *Application:* The requirements of this section apply to all new development and to the remodeling of existing development where there is an increase in the building's footprint.

B. Design:

1. All landscape and irrigation designers shall have all required state and local licenses, insurance, and be able to show proof of such.

2. Landscape plans shall make provisions for erosion control on all graded sites. Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include lawn.

3. A landscape documentation package prepared by a Utah-licensed landscape architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site. The landscape documentation package must be approved prior to the issuance of any building permit. A copy of the approved landscape documentation package shall be provided to the property owner or site manager. See landscape documentation package submission checklist for what is to be included in the package. This checklist is to be submitted with the landscape documentation package.

4. Water-conserving plants that are well adapted to the St. George-area climate zone or identified by the district shall be used.

5. Plants with similar water needs shall be grouped together in hydrozones. Sprinklers and drip emitters shall not be connected to the same irrigation valve.

6. Water-conserving plants with low fuel volume or high moisture content that will blend with the native vegetation shall be used for projects located at the interface between urban or developed areas and natural (nonirrigated) open space.

7. Open storm water detention and retention basins shall be landscaped; however, such landscaping shall not include lawn unless used as part of an active recreation area.

8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the landscape improvements required in conjunction with each phase.

9. At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. Lawn is limited to eight percent (8%) of the landscaped area. In no event shall lawn be placed within 10' of any roadway or parking lot. In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. The trees may be arranged by the landscape architect as best fits the plan either in rows or clusters. Water-conserving tree species suitable for desert landscapes are required to meet this requirement.

10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and irrigation plans are submitted.

11. Ten percent (10%) of a proposed project's required landscaping may be located on a rooftop or rooftops.

12. Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips, and all landscape areas less than eight feet (8') wide, and within 10' of any roadway or parking lot. No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.

13. Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.

14. All individually platted multifamily or commercial units shall be separately metered, submetered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners' association

owns and maintains the water lines and meters. All multifamily projects require separate water meters for all outdoor water usage, including landscaping. All non-single family development shall have separate water meters for landscape irrigation of areas more than 5,000 square feet.

15. Outside misting systems shall only operate during the May-through-September time period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.

16. If secondary irrigation water is available, each project shall connect to the secondary system for all outdoor water use. The city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

C. Installation:

1. All landscape and irrigation installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such upon request.

2. Landscaping and irrigation installation shall be completed as outlined in section <u>10-1-</u> <u>12</u>.

3. Landscape and irrigation installers shall follow the plans found in the project's landscape documentation package that have been signed and approved by the city.

4. Landscaping shall follow the city of St. George access management policy to properly define the safe-sight distances for intersections or driveways and follow height limitations and zoning requirements.

5. The city may inspect landscaping improvements and require corrective measures regarding the installation of site landscaping and irrigation-system improvements found not to comply with the approved landscape plan.

6. Soil preparation shall be provided to assure healthy growing conditions for the plants.

7. The landscape contractor or irrigation contractor shall provide the city with a letter certifying that all improvements have been installed in accordance with the approved landscape documentation package and specifications prior to issuance of a certificate of occupancy.

8. All irrigation installers shall be supervised by an irrigation contractor.

D. Irrigation:

1. Landscape areas shall be provided with a permanent, fixed automatic irrigation system installed by a licensed landscape contractor.

2. The distribution uniformity shall be sixty percent (60%) for all fixed-spray systems and seventy percent (70%) for all rotor systems.

3. Decorative water features used in landscaped areas shall have a water recirculation system and not have a capacity of more than fifty (50) gallons of water.

4. A water performance audit shall be conducted by a certified water auditor within thirty (30) days following the installation of the irrigation system. A minimum of ten percent (10%) of the irrigation zones shall be audited at the discretion of the auditor.

5. A backflow-prevention assembly shall be properly installed and tested to meet city requirements and meet all state and local health safety laws and ordinances.

6. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds ninety (90) pounds per square inch (psi). The pressure-regulating valve shall be located between the water meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the irrigation system.

7. It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.

8. Each control valve shall irrigate a landscape area, or hydrozone, with a similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn, waterconserving trees and plants in nonlawn areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

9. Low-volume irrigation equipment (i.e., drip emitters, bubblers) shall be provided for each tree with the appropriate distribution for healthy tree growth.

10. Drip irrigation shall be used to irrigate plants in nongrass areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of the landscape documentation package.

11. High-conservation-efficiency spray nozzles are required for sprinkler applications.

12. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

13. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.

14. Check valves are required. Pressure-compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.

15. Filters and end-flush valves shall be provided for drip irrigation lines.

16. Landscape watering with potable (treated) water is prohibited from ten o'clock (10:00) A.M. to eight o'clock (8:00) P.M., from June 1 to September 1, to maximize irrigation efficiency.

17. Water waste is prohibited. Water waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off the originating property, failure to comply with drought restrictions, and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. The city shall notify any person or entity believed to be wasting water pursuant to the provisions of title <u>8</u>, chapter <u>1</u> of this code (which is incorporated by reference herein).

a. Water waste shall include overwatering outside of the following schedule:

(1) Winter (November through February) – sprinkler and drip irrigation up to one(1) day a week. Irrigation is typically not needed in December and January.

(2) Spring (March through April) – sprinkler irrigation up to two (2) days a week and drip irrigation up to two (2) days a week.

(3) Summer (May through August) – sprinkler irrigation up to three (3) days a week and drip irrigation up to three (3) days a week.

(4) Fall (September through October) – sprinkler irrigation up to three (3) days a week and drip irrigation up to two (2) days a week.

b. Irrigation systems shall be programed for multiple repeat cycles to reduce runoff on slopes and for soils with slow infiltration rates.

E. Trees:

1. All street trees shall be planted and maintained in accordance with title $\underline{7}$, chapter $\underline{4}$ of this code.

2. All healthy trees within ten feet (10') of the right-of-way having a trunk caliper of at least four inches (4") at one foot (1') above the ground shall be preserved during construction unless removal is approved by the shade tree board.

3. Preserved trees shall be credited toward the satisfaction of the tree planting requirements.

4. Trees to be preserved shall be protected and watered during construction with the following:

a. A tree-protection barrier (fence) shall be installed before any demolition, grading or construction begins, and shall not be removed until final completion of the project.

b. The tree-protection barrier shall be erected around the tree with a radius of no less than seven feet (7') unless otherwise directed or approved by the land use authority.

c. The tree-protection barrier shall be constructed of any material substantial enough to protect the roots, trunk, and the crown of the tree, such as:

(1) Three-foot (3') high orange safety fencing on metal posts.

(2) Three-foot (3') high silt fencing staked with flagging.

5. Trees or shrubs that are planted under or near power lines shall not grow above twenty-five feet (25') in height at maturity. Tree trunks and branches shall not encroach within ten feet (10') of power lines when fully grown as required by applicable state and federal regulations.

6. Trees shall not be planted within three feet (3') horizontal distance of electric or gas lines.

7. The city may remove any tree that is interfering with power lines.

8. Trees in the approved landscape documentation package shall not be removed without permission from the city.

9. Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Water-conserving trees shall be suited for water-efficient landscapes. Trees shall be selected and planted in accordance with the following city guidance:

a. Broad-canopy trees shall be selected where shade or screening of tall objects is desired;

b. Select trees from which lower branches can be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;

c. Narrow or columnar trees shall be selected for small spaces, or where awnings or other building features limit growth, or where greater visibility is desired between buildings and the street for natural surveillance;

d. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, retaining walls, foundations, flatwork, above and below ground utilities, lighting, and other obstructions;

e. One (1) tree with a minimum one-and-one-half-inch (1-1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area;

f. Where applicable, must meet title $\underline{7}$, chapter $\underline{4}$ of this code which is incorporated by reference herein; and

g. Trees shall be irrigated on a separate hydrozone from all other plant materials to allow for wearing of trees under drought conditions when watering restrictions for other plant material may be in effect.

F. Maintenance:

1. Landscaping of detention/retention basins shall be maintained by the property owner. If the detention/retention basin is in a common area, then an owners' association (OA) shall own and maintain the detention/retention basin. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

2. An owners' association shall own and maintain all common areas including park strips between the street and any privacy walls. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

3. It shall be unlawful for any person owning real property within the city to:

a. Fail to provide landscaping and irrigation in all areas where it is required to exist. This shall apply to all real property throughout the city regardless of the age of the development, zone or status.

b. Fail to install, maintain, replace or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.

c. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without permission from the city. "Modifying the plan" means changing the type of large plant greater than six feet (6') tall at maturity; or decreasing the plant quantities or the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance, not modification. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2021-02-007, 2-11-2021; Ord. 2022-07-009, 7-28-2022)

10-23-2:

ADDITIONAL REQUIREMENTS FOR NONRESIDENTIAL DEVELOPMENTS:

A. *Application:* The requirements of this section shall apply to all new development or remodeling of existing development where landscaping is required by zoning ordinance in planned development commercial zones, commercial zones, planned development administrative and professional office zones, administrative and professional office zones, administrative and professional office zones.

B. *Landscape Strip:* A landscape strip, outside the public right-of-way along the front of the property on public streets, not less than six feet (6') wide and an average of at least fifteen feet (15') wide shall be landscaped without grass or lawn plantings. This requirement does not apply in C-4 zones or the PD-C and PD-MU zones which are located within the central business district except where the parking lot abuts the public street in which case the parking lot street frontage shall provide a non-lawn landscape strip along the street frontage that is a minimum of six feet (6') wide and an average of at least fifteen feet (15') wide.

C. *Interior Parking Lot Landscaping:* If a site includes thirty (30) or more off-street parking spaces, at least five percent (5%) of the parking lot area shall contain interior parking lot landscaping, in addition to the fifteen-foot (15') wide landscape strip required in subsection <u>B</u> of this section. This requirement shall not apply to vehicle/equipment storage yards or display areas of vehicle sales. Lawn shall not be used within 10' feet of any roadway or parking lot.

D. *Terminal Islands – Divider Medians:* Interior parking lot landscape requirements may be met using terminal islands or divider medians with a minimum width of nine feet by sixteen feet (9' × 16'). One (1) parking credit shall be given for every terminal island or divider median which meets the above standard.

E. *Shade Trees:* Shade trees shall be provided within each island or median to meet the landscape requirements.

F. *New Plantings:* New plantings shall be incorporated into building entrances, drop-off and pick-up, and outdoor dining areas in order to separate these areas from on-site vehicular circulation and parking facilities and from off-site traffic, enhance pedestrian comfort, convenience and safety, and facilitate outdoor dining with maximum insulation from vehicular traffic impacts.

G. *Landscaping on Rights-of-Way:* All road rights-of-way not utilized for pavement, curb or sidewalk shall be planted and maintained as landscaped area, except that on Bluff Street, the landscaping requirement shall be satisfied as set forth below. In no event shall lawn be used within ten feet (10') of the roadway.

H. *For Property along Bluff Street:* In addition to the fifteen-foot (15') wide landscaping strip on the private lot area, all of the road right-of-way up to a twenty-foot (20') wide strip running parallel to the road shall be planted and maintained as a landscaped area. In no event shall lawn be used within ten feet (10') of the roadway.

10-23-3:

LANDSCAPING COMPLETION AND MAINTENANCE REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL ZONES, RESIDENTIAL ESTATE ZONES, AND SINGLE-FAMILY RESIDENCES:

A. *Applicability:* The requirements of this section shall apply to all new development, and to the remodeling of existing dwelling units when a dwelling unit's footprint increases for single-family residential zones, residential estate zones, and all other single-family residences. Completion and maintenance of landscaping shall apply to all residential properties.

B. Landscaping Requirements:

1. A minimum of thirty percent (30%) of the overall front yard area shall be landscaped. At least one-half (½) of the landscaped area shall contain live vegetation.

2. The total lawn area for any residential lot shall not exceed eight percent (8%) of the total lot size, regardless of zoning, up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet. Lots which are less than seven thousand five hundred (7,500) square feet may have a lawn area of up to six hundred (600) square feet even if that amount exceeds eight percent (8%) of the lot size. All lots must comply with subsection <u>B3</u> of this section.

3. Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide, and on any slope that exceeds fifteen percent (15%).

4. Each single-family dwelling shall have a minimum of two (2) water-conserving trees with a minimum one-and-one-half-inch (1¹/₂") caliper trunk.

C. *Completion Requirements:* Landscaping shall be completed within one (1) year of the issuance of a certificate of occupancy, or the final inspection of a remodeled dwelling unit.

D. A minimum of one (1) water-conserving tree with at least a one-and-one-half-inch (1½") caliper shall be planted in the front yard. The tree may be a desert tree variety.

E. The use of native plants and other water-conserving plants is required to promote water conservation.

F. *Requests For Modification Of Landscaping Requirement:* The community development director or designee may approve "landscaping," as defined in this section, that covers less than thirty percent (30%) of the front yard area in landscape where the shape of the lot imposes a hardship in meeting the thirty percent (30%) requirement. If such a modification is granted, all other landscaping requirements outlined in this section shall still apply and may not be waived or modified.

G. *Maintenance Of Owners' Association Property:* A property owners' association shall own and diligently maintain all common areas, including park strips between the street and any privacy walls. If a property owners' association is dissolved, maintenance of the common area becomes the joint and several responsibility of the individual owners of property that once formed the dissolved property owners' association.

H. It shall be unlawful for any person owning a single-family residence to:

1. Fail to provide landscaping and irrigation in all areas where landscaping is required or exists, regardless of the age of the development, zone, or status.

2. Fail to install, maintain, replace, or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.

3. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without prior written permission from the city. "Modifying an approved landscape and irrigation plan or approved site plan" means changing the type of large plant (greater than six feet (6') tall at maturity), decreasing the plant quantities, or decreasing the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance and not modification.

EXHIBIT B Proposed Amended Golf Course – Specific Standards

10-17A-16:

GOLF COURSE – SPECIFIC STANDARDS:

A. No new golf course shall be approved unless the development is capable of providing its own wet water source sufficient to irrigate the golf course. Paper water rights shall not be sufficient. No culinary water may be used to irrigate the any golf course.

B. Commencing July 1, 2024, all golf courses within the City, both new and existing, must provide to the City water department, a water budget identifying anticipated water usage and all water conservation measures being taken. If the current condition changes within the golf course, an updated water budget is required to be sent to the City water department.

EXHIBIT C PowerPoint Presentation

Water conservation updates

Zoning Regulation Amendment 2024-ZRA-004



Amendment to Title 10

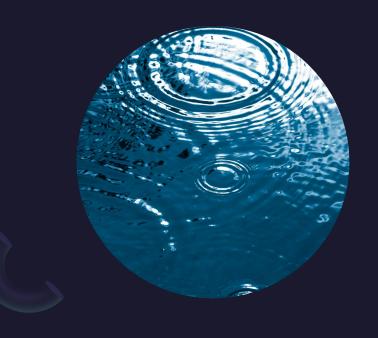
10-23
 Landscape Standards

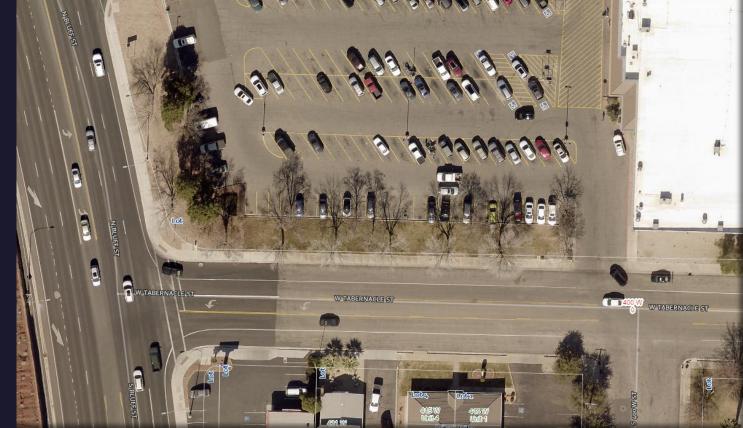


10-17A-16
 Golf Course – Specific Standards

10-23 Landscape Standards

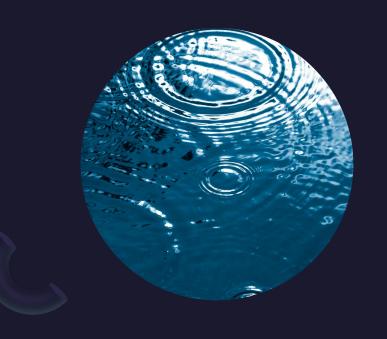
 No lawn allowed within 10' of any roadway or parking lot





10-23 Landscape Standards

• All non-single family development shall have separate water meters





10-23 Golf Course

 Starting July 1, 2024, all golf
 courses must
 provide annual
 water budget



ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 10-23, LANDSCAPE STANDARDS, AND TITLE 10-17A-16, GOLF COURSE – SPECIFIC STANDARDS, OF THE ST. GEORGE CITY CODE, TO ADD ADDITIONAL PROVISIONS FOR THE PURPOSE OF IMPROVING THE WATER CONSERVATION EFFORTS IN THE CITY OF ST. GEORGE. CASE No. 2024-ZRA-004

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-23, landscape standards, and Title 10-17A-16, Golf Course –Specific Standards, to add provisions for the purpose of improving the water conservation efforts in the City of St. George; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-23 and 10-17A-16 is in the best interest of the health, safety and welfare of the citizens of St. George to update standards for water conservation efforts; and

WHEREAS, the Planning Commission held a public hearing on February 13, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

NOW, THEREFORE, BE IT ORDAINED, by the St. George city council, as follows:

Section 1. Repealer. Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of March 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM: City Attorney's Office VOTING OF CITY COUNCIL:

Councilmember Hughes _____

Councilmember Larkin _ ____

Councilmember Larsen

Councilmember Tanner

Councilmember Kemp

Jami Brackin, Deputy City Attorney

EXHIBIT A TITLE 10-23

CHAPTER 23

LANDSCAPE STANDARDS

- 10-23-1: Minimum Landscaping Standards
- 10-23-2: Additional Requirements For Nonresidential Developments
- 10-23-3: Landscaping Completion And Maintenance Requirements For Single-Family Residential Zones, Residential Estate Zones, And Single-Family Residences

10-23-1:

MINIMUM LANDSCAPING STANDARDS:

Minimum landscaping standards are required for development within all zones except agriculture, gravel and grazing, open space, and single-family residential, as follows:

A. *Application:* The requirements of this section apply to all new development and to the remodeling of existing development where there is an increase in the building's footprint.

B. Design:

1. All landscape and irrigation designers shall have all required state and local licenses, insurance, and be able to show proof of such.

2. Landscape plans shall make provisions for erosion control on all graded sites. Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include lawn.

3. A landscape documentation package prepared by a Utah-licensed landscape architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site. The landscape documentation package must be approved prior to the issuance of any building permit. A copy of the approved landscape documentation package shall be provided to the property owner or site manager. See landscape documentation package submission checklist for what is to be included in the package. This checklist is to be submitted with the landscape documentation package.

4. Water-conserving plants that are well adapted to the St. George-area climate zone or identified by the district shall be used.

5. Plants with similar water needs shall be grouped together in hydrozones. Sprinklers and drip emitters shall not be connected to the same irrigation valve.

6. Water-conserving plants with low fuel volume or high moisture content that will blend with the native vegetation shall be used for projects located at the interface between urban or developed areas and natural (nonirrigated) open space.

7. Open storm water detention and retention basins shall be landscaped; however, such

landscaping shall not include lawn unless used as part of an active recreation area.

8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the landscape improvements required in conjunction with each phase.

9. At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. Lawn is limited to eight percent (8%) of the landscaped area. In no event shall lawn be placed within 10' of any roadway or parking lot. In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. The trees may be arranged by the landscape architect as best fits the plan either in rows or clusters. Water-conserving tree species suitable for desert landscapes are required to meet this requirement.

10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and irrigation plans are submitted.

11. Ten percent (10%) of a proposed project's required landscaping may be located on a rooftop or rooftops.

12. Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips, and all landscape areas less than eight feet (8') wide, and within 10' of any roadway or parking lot. No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.

13. Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.

14. All individually platted multifamily or commercial units shall be separately metered, submetered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners' association owns and maintains the water lines and meters. All multifamily projects require separate water meters for all outdoor water usage, including landscaping. All non-single family development shall have separate water meters for landscape irrigation of areas more than 5,000 square feet.

15. Outside misting systems shall only operate during the May-through-September time period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.

16. If secondary irrigation water is available, each project shall connect to the secondary

system for all outdoor water use. The city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

C. Installation:

1. All landscape and irrigation installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such upon request.

2. Landscaping and irrigation installation shall be completed as outlined in section 10-1-12.

3. Landscape and irrigation installers shall follow the plans found in the project's landscape documentation package that have been signed and approved by the city.

4. Landscaping shall follow the city of St. George access management policy to properly define the safe-sight distances for intersections or driveways and follow height limitations and zoning requirements.

5. The city may inspect landscaping improvements and require corrective measures regarding the installation of site landscaping and irrigation-system improvements found not to comply with the approved landscape plan.

6. Soil preparation shall be provided to assure healthy growing conditions for the plants.

7. The landscape contractor or irrigation contractor shall provide the city with a letter certifying that all improvements have been installed in accordance with the approved landscape documentation package and specifications prior to issuance of a certificate of occupancy.

8. All irrigation installers shall be supervised by an irrigation contractor.

D. Irrigation:

1. Landscape areas shall be provided with a permanent, fixed automatic irrigation system installed by a licensed landscape contractor.

2. The distribution uniformity shall be sixty percent (60%) for all fixed-spray systems and seventy percent (70%) for all rotor systems.

3. Decorative water features used in landscaped areas shall have a water recirculation system and not have a capacity of more than fifty (50) gallons of water.

4. A water performance audit shall be conducted by a certified water auditor within thirty (30) days following the installation of the irrigation system. A minimum of ten percent (10%) of the irrigation zones shall be audited at the discretion of the auditor.

5. A backflow-prevention assembly shall be properly installed and tested to meet city requirements and meet all state and local health safety laws and ordinances.

6. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds ninety (90) pounds per square inch (psi). The pressure-regulating valve shall be located between the water meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the irrigation system.

7. It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.

8. Each control valve shall irrigate a landscape area, or hydrozone, with a similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn, waterconserving trees and plants in nonlawn areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.

9. Low-volume irrigation equipment (i.e., drip emitters, bubblers) shall be provided for each tree with the appropriate distribution for healthy tree growth.

10. Drip irrigation shall be used to irrigate plants in nongrass areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of the landscape documentation package.

11. High-conservation-efficiency spray nozzles are required for sprinkler applications.

12. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

13. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.

14. Check valves are required. Pressure-compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.

15. Filters and end-flush valves shall be provided for drip irrigation lines.

16. Landscape watering with potable (treated) water is prohibited from ten o'clock (10:00) A.M. to eight o'clock (8:00) P.M., from June 1 to September 1, to maximize irrigation efficiency.

17. Water waste is prohibited. Water waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off the originating property, failure to comply with drought restrictions, and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. The city shall notify any person or entity believed to be wasting water pursuant to the provisions of title $\underline{8}$, chapter $\underline{1}$ of this code (which is incorporated by reference herein).

a. Water waste shall include overwatering outside of the following schedule:

Winter (November through February) – sprinkler and drip irrigation up to one
 day a week. Irrigation is typically not needed in December and January.

(2) Spring (March through April) – sprinkler irrigation up to two (2) days a week and drip irrigation up to two (2) days a week.

(3) Summer (May through August) – sprinkler irrigation up to three (3) days a week and drip irrigation up to three (3) days a week.

(4) Fall (September through October) – sprinkler irrigation up to three (3) days a week and drip irrigation up to two (2) days a week.

b. Irrigation systems shall be programed for multiple repeat cycles to reduce runoff on slopes and for soils with slow infiltration rates.

E. Trees:

1. All street trees shall be planted and maintained in accordance with title $\underline{7}$, chapter $\underline{4}$ of this code.

2. All healthy trees within ten feet (10') of the right-of-way having a trunk caliper of at least four inches (4") at one foot (1') above the ground shall be preserved during construction unless removal is approved by the shade tree board.

3. Preserved trees shall be credited toward the satisfaction of the tree planting requirements.

4. Trees to be preserved shall be protected and watered during construction with the following:

a. A tree-protection barrier (fence) shall be installed before any demolition, grading or construction begins, and shall not be removed until final completion of the project.

b. The tree-protection barrier shall be erected around the tree with a radius of no less than seven feet (7') unless otherwise directed or approved by the land use authority.

c. The tree-protection barrier shall be constructed of any material substantial enough to protect the roots, trunk, and the crown of the tree, such as:

- (1) Three-foot (3') high orange safety fencing on metal posts.
- (2) Three-foot (3') high silt fencing staked with flagging.

5. Trees or shrubs that are planted under or near power lines shall not grow above twenty-five feet (25') in height at maturity. Tree trunks and branches shall not encroach within ten feet (10') of power lines when fully grown as required by applicable state and federal regulations.

6. Trees shall not be planted within three feet (3') horizontal distance of electric or gas lines.

7. The city may remove any tree that is interfering with power lines.

8. Trees in the approved landscape documentation package shall not be removed without permission from the city.

9. Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Water-conserving trees shall be suited for water-efficient landscapes. Trees shall be selected and planted in accordance with the following city guidance:

a. Broad-canopy trees shall be selected where shade or screening of tall objects is desired;

b. Select trees from which lower branches can be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;

c. Narrow or columnar trees shall be selected for small spaces, or where awnings or other building features limit growth, or where greater visibility is desired between buildings and the street for natural surveillance;

d. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, retaining walls, foundations, flatwork, above and below ground utilities, lighting, and other obstructions;

e. One (1) tree with a minimum one-and-one-half-inch (1-1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area;

f. Where applicable, must meet title $\underline{7}$, chapter $\underline{4}$ of this code which is incorporated by reference herein; and

g. Trees shall be irrigated on a separate hydrozone from all other plant materials to allow for wearing of trees under drought conditions when watering restrictions for other plant material may be in effect.

F. Maintenance:

1. Landscaping of detention/retention basins shall be maintained by the property owner. If the detention/retention basin is in a common area, then an owners'association (OA) shall own and maintain the detention/retention basin. If an owners'association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

2. An owners' association shall own and maintain all common areas including park strips between the street and any privacy walls. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

3. It shall be unlawful for any person owning real property within the city to:

a. Fail to provide landscaping and irrigation in all areas where it is required to exist. This shall apply to all real property throughout the city regardless of the age of the development, zone or status.

b. Fail to install, maintain, replace or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.

c. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without permission from the city. "Modifying the plan" means changing the type of large plant greater than six feet (6') tall at maturity; or decreasing the plant quantities or the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance, not modification. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2021-02-007, 2-11-2021; Ord. 2022-07-009, 7-28-2022)

10-23-2:

ADDITIONAL REQUIREMENTS FOR NONRESIDENTIAL DEVELOPMENTS:

A. *Application:* The requirements of this section shall apply to all new development or remodeling of existing development where landscaping is required by zoning ordinance in planned development commercial zones, commercial zones, planned development administrative and professional office zones, administrative and professional office zones, airport vicinity zones and overlay commercial zones.

B. Landscape Strip: A landscape strip, outside the public right-of-way along the front of the property on public streets, not less than six feet (6') wide and an average of at least fifteen feet (15') wide shall be landscaped without grass or lawn plantings. This requirement does not apply in C-4 zones or the PD-C and PD-MU zones which are located within the central business district except where the parking lot abuts the public street in which case the parking lot street frontage shall provide a non-lawn landscape strip along the street frontage that is a minimum of six feet (6') wide and an average of at least fifteen feet (15') wide.

C. Interior Parking Lot Landscaping: If a site includes thirty (30) or more off-street parking spaces, at least five percent (5%) of the parking lot area shall contain interior parking lot landscaping, in addition to the fifteen-foot (15') wide landscape strip required in subsection <u>B</u> of this section. This requirement shall not apply to vehicle/equipment storage yards or display areas of vehicle sales. Lawn shall not be used within 10' feet of any roadway or parking lot.

D. Terminal Islands – Divider Medians: Interior parking lot landscape requirements may be met using terminal islands or divider medians with a minimum width of nine feet by sixteen feet (9' \times 16'). One (1) parking credit shall be given for every terminal island or divider median which meets the above standard.

E. Shade Trees: Shade trees shall be provided within each island or median to meet the

landscape requirements.

F. New Plantings: New plantings shall be incorporated into building entrances, drop-off and pick-up, and outdoor dining areas in order to separate these areas from on-site vehicular circulation and parking facilities and from off-site traffic, enhance pedestrian comfort, convenience and safety, and facilitate outdoor dining with maximum insulation from vehicular traffic impacts.

G. Landscaping on Rights-of-Way: All road rights-of-way not utilized for pavement, curb or sidewalk shall be planted and maintained as landscaped area, except that on Bluff Street, the landscaping requirement shall be satisfied as set forth below. In no event shall lawn be used within ten feet (10') of the roadway.

H. For Property along Bluff Street: In addition to the fifteen-foot (15') wide landscaping strip on the private lot area, all of the road right-of-way up to a twenty-foot (20') wide strip running parallel to the road shall be planted and maintained as a landscaped area. In no event shall lawn be used within ten feet (10') of the roadway.

10-23-3:

LANDSCAPING COMPLETION AND MAINTENANCE REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL ZONES, RESIDENTIAL ESTATE ZONES, AND SINGLE-FAMILY RESIDENCES:

A. *Applica bility:* The requirements of this section shall apply to all new development, and to the remodeling of existing dwelling units when a dwelling unit's footprint increases for single-family residential zones, residential estate zones, and all other single-family residences. Completion and maintenance of landscaping shall apply to all residential properties.

B. Landscaping Requirements:

1. A minimum of thirty percent (30%) of the overall front yard area shall be landscaped. At least one-half $\binom{1}{2}$ of the landscaped area shall contain live vegetation.

2. The total lawn area for any residential lot shall not exceed eight percent (8%) of the total lot size, regardless of zoning, up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet. Lots which are less than seven thousand five hundred (7,500) square feet may have a lawn area of up to six hundred (600) square feet even if that amount exceeds eight percent (8%) of the lot size. All lots must comply with subsection <u>B3</u> of this section.

3. Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide, and on any slope that exceeds fifteen percent (15%).

4. Each single-family dwelling shall have a minimum of two (2) water-conserving trees with a minimum one-and-one-half-inch $(1\frac{1}{2}")$ caliper trunk.

C. *Completion Requirements:* Landscaping shall be completed within one (1) year of the issuance of a certificate of occupancy, or the final inspection of a remodeled dwelling unit.

D. A minimum of one (1) water-conserving tree with at least a one-and-one-half-inch $(1\frac{1}{2})$ caliper shall be planted in the front yard. The tree may be a desert tree variety.

E. The use of native plants and other water-conserving plants is required to promote water conservation.

F. Requests For Modification Of Landscaping Requirement: The community development director or designee may approve "landscaping," as defined in this section, that covers less than thirty percent (30%) of the front yard area in landscape where the shape of the lot imposes a hardship in meeting the thirty percent (30%) requirement. If such a modification is granted, all other landscaping requirements outlined in this section shall still apply and may not be waived or modified.

G. *Maintenance Of Owners' Association Property:* A property owners' association shall own and diligently maintain all common areas, including park strips between the street and any privacy walls. If a property owners' association is dissolved, maintenance of the common area becomes the joint and several responsibility of the individual owners of property that once formed the dissolved property owners' association.

H. It shall be unlawful for any person owning a single-family residence to:

1. Fail to provide landscaping and irrigation in all areas where landscaping is required or exists, regardless of the age of the development, zone, or status.

2. Fail to install, maintain, replace, or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.

3. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without prior written permission from the city. "Modifying an approved landscape and irrigation plan or approved site plan" means changing the type of large plant (greater than six feet (6') tall at maturity), decreasing the plant quantities, or decreasing the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance and not modification.

EXHIBIT B Proposed Amended Golf Course – Specific Standards

10-17A-16:

GOLF COURSE – SPECIFIC STANDARDS:

A. No new golf course shall be approved unless the development is capable of providing its own wet water source sufficient to irrigate the golf course. Paper water rights shall not be sufficient. No culinary water may be used to irrigate the any golf course.

B. Commencing July 1, 2024, all golf courses within the City, both new and existing, must provide to the City water department, a water budget identifying anticipated water usage and all water conservation measures being taken. If the current condition changes within the golf course, an updated water budget is required to be sent to the City water department.



Agenda Date: 03/07/2024

Agenda Item Number: 16

Subject:

Consider approval of Ordinance No. 2024-017 amending Title 9-3-C, Endangered Species Act Impact Fees, of the St. George City Code, to update the provisions as requested by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat. Case No. 2024-ZRA-005

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2024-ZRA-005

Address/Location:

N/A

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

In 1990, US Fish and Wildlife Service listed the Mojave Desert tortoise as threatened under the Endangered Species Act. Then in 1995, the Habitat Conservation Plan (HCP) was established in Washington County to help preserve the Mojave Desert tortoise. Washington County administers the HCP, and recently they approached all municipalities within the county and requested each municipality to update their code to match their model code.

Staff Narrative (need/purpose):

This request is to amend Title 9-3-C of the St. George Zoning Regulations to add and remove sections as request by Washington County. This update includes the following:Changes the name of this title Adds findingsRemoves the fee for a subdivision of land and keeps the building permit fee, but states a formula for determining the fee amount (.2 percent of construction value on building permit)States the purpose of this ChapterLists how the fees are collected and the reporting requirements Gives an expiration date of 2030, and a requirement of the Council to review the fees in January of every fifth year starting in 2025

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the amendment to Title 9-3-C, Endangered Species Act Impact Fees, of the city code as requested by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat. The applicant is The City of St. George.



Zoning Regulation Amendment

CITY COUNCIL AGENDA REPORT: 03/07/2024

ZONING REGULATION AMENDMENT Habitat Conservation Plan (2024-ZRA-005)

Amendment to Title 9-3-C10-23 Endangered Species Act Impact Fees

REQUEST:

Consider a request to amend Title 9-3-C, Endangered Species Act Impact Fees, of the St George City Code, to update the provisions as requested by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat. The applicant is The City of St. George. (Case No. 2024-ZRA-005)

BACKGROUND:

In 1990, US Fish and Wildlife Service listed the Mojave Desert tortoise as threatened under the Endangered Species Act. Then in 1995, the Habitat Conservation Plan (HCP) was established in Washington County to help preserve the Mojave Desert tortoise. Washington County administers the HCP, and recently they approached all municipalities within the county and requested each municipality to update their code to match their model code.

This request is to amend Title 9-3-C of the St. George Zoning Regulations to add and remove sections as request by Washington County. This update includes the following:

- Changes the name of this title
- Adds findings
- Removes the fee for a subdivision of land and keeps the building permit fee, but states a formula for determining the fee amount (.2 percent of construction value on building permit)
- States the purpose of this Chapter
- Lists how the fees are collected and the reporting requirements
- Gives an expiration date of 2030, and a requirement of the Council to review the fees in January of every fifth year starting in 2025

Proposed Changes:

The proposed revisions are shown in Exhibit A. The proposed additions are in green and the deletions are in red with a strikethrough.

RECOMMENDATION:

Staff recommends approval of the amendment to Title 9-3-C, Endangered Species Act Impact Fees, of the city code as requested by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat. The applicant is The City of St. George.

ALTERNATIVES:

- 1. Recommend approval as presented.
- 2. Recommend approval with changes.
- 3. Recommend denial.
- 4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

The Planning Commission recommends approval of the amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.

FINDINGS:

- 1. It is in the best interest of the city to update city zoning regulations periodically.
- 2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.

EXHIBIT A Proposed Amended Habitat Conservation Plan 9-3-C

ARTICLE C. ENVIRONMENTAL MITIGATION FEE FOR THE WASHINGTON COUNTY HABITAT CONSERVATION PLAN ENDANGERED SPECIES ACT IMPACT FEES

- 9-3C-1: Findings Established
- 9-3C-2: Established Collection And Disbursement
- 9-3C-3: Purpose Interlocal Agreement
- 9-3C-4 Accounting; Use of Funds
- 9-3C-5 Reporting Requirements
- 9-3C-6 Sunset Dates

9-3C-1:

FINDINGS: ESTABLISHED

- A. The federal government has determined that there exists critical habitat located within the City for the Mojave Desert Tortoise, which is listed as a threatened species under the Endangered Species Act of 1973. There is hereby established a subdivision endangered species impact fee in such amount as established by resolution of the city council, payable at the time application is made for final plat approval. This fee shall apply to any new project being subdivided that has not received preliminary plat approval prior to January 1, 1994.
- B. To mitigate impacts to the Mojave Desert Tortoise habitat the Habitat Conservation Plan was established in 1995 and later restated and amended in 2020. There is further established an endangered species act impact fee of a percentage as established by resolution of the city council of the total value of construction for which a permit is requested, payable at the time application is made for issuance of a building permit on all new residential, commercial and industrial construction. This shall not apply to building permits for remodeling, add-ons of existing structures or outbuildings. (Ord. 12-1-1993, 12-9-1993; amd. 2003 Code)
- C. The Habitat Conservation Plan is required by the United States Fish and Wildlife Service for Washington County's Incidental Take Permit No. TE036719 ("Take Permit").
- D. The required Habitat Conservation Plan and the Incidental Take Permit resolves conflicts with the Endangered Species Act of 1973 and permit growth, development, and other covered activities to occur in the Mojave Desert Tortoise habitat within the City.
- E. The Habitat Conservation Plan established the Red Cliff's Desert Reserve, a large area of land approximately 77,000 acres in size, which is the primary conservation measure to offset the impacts allowed under the Incidental Take Permit.

- F. An environmental mitigation fee is necessary to administer the Washington County Habitat Conservation Plan and Take Permit, including the management and monitoring of actions and activities within the Red Cliffs Desert Reserve.
- G. The environmental mitigation fee imposed herein bears a reasonable relationship to the administration of the required Habitat Conservation Plan required by the Take Permit.
- H. In 2021, the City and Washington County entered into an interlocal agreement wherein the parties agree to continue implementation, financing, and participation in the Take Permit and Habitat Conservation Plan, as well as continued participation in the collection of the mitigation fee.

9-3C-2: ESTABLISHED: COLLECTION AND DISBURSEMENT

Consistent with the provisions of the Endangered Species Act of 1973 as found in U.C. Code 16 U.S.C. § 1531-1544 and Utah Code §11-36a-205, there is established an environmental mitigation fee. The environmental mitigation fee shall be 0.2 percent of the total construction value of new building permits, payable with the issuance of building permits on all new residential, commercial, and industrial construction within the City. This environmental mitigation fee shall not apply to building permits for remodeling, add-ons of existing structures, or outbuildings. The city treasurer is hereby directed to collect and deposit these funds in a separate account designated the "endangered species conservation fund" and to disburse the funds accumulated therein quarterly to Washington County on or before the fifteenth day of the month following a calendar quarter, together with an appropriate report showing the number of subdivision final plats issued and their acreages, and the number of applicable building permits and their construction values.

9-3C-3:

PURPOSE: INTERLOCAL AGREEMENT

The environmental mitigation fees assessed herein fulfil the City's obligations under the 2021 Interlocal Agreement between the City and Washington County (a copy of which is on file with the City Recorder) and are required to administer and implement the Habitat Conservation Plan required under the Take Permit. This article is in furtherance of the city's obligations under the interlocal agreement executed between the city and Washington County, a copy of which is attached to the ordinance codified as exhibit A and incorporated by reference herein. The agreement is on file in the city office.

9-3C-4:

ACCOUNTING; USE OF FUNDS:

The city treasurer is hereby directed to collect the environmental mitigation fee funds in a separate account designated the "endangered species conservation account" and to disburse the funds collected therein on a quarterly basis to Washington County for the administration of the Habitat Conservation Plan.

9-3C-5:

REPORTING REQUIREMENTS:

The City shall provide Washington County with a quarterly report along with the quarterly payment showing the number of applicable building permits and the correlating construction values.

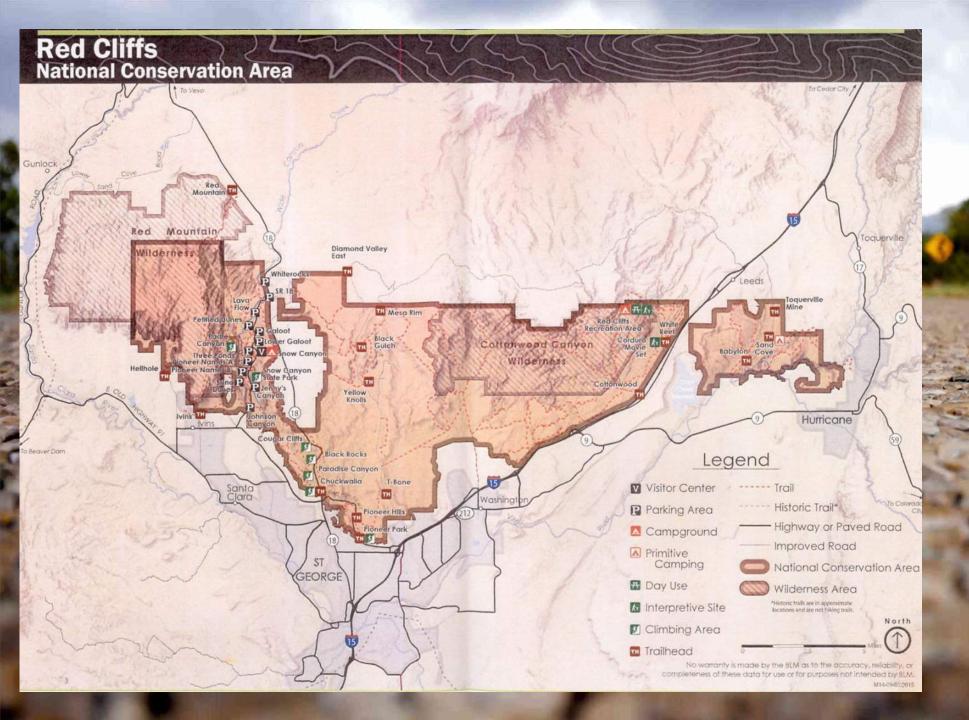
9-3C-6: EXPIRATION DATES:

- A. The City Council shall review the environmental mitigation fee assessed herein in January of every fifth year, starting in 2025. The review is to determine whether or not the environmental mitigation fee is still required to administer and implement the Habitat Conservation Plan, and if the City Council determines the environmental mitigation fee is still necessary to administer the Habitat Conservation Plan. Unless reauthorized prior to expiration, the environmental mitigation fee imposed herein shall expire in 2030. Any re-authorization shall be for a five-year period.
- B. The City Council may rely on studies and reports provided by and produced for Washington County when making the environmental mitigation fee determination as required herein.

EXHIBIT C PowerPoint Presentation

Habitat Conservation Plan

Zoning Regulation Amendment 2024-ZRA-005



Zoning Regulation Amendment 2024-ZRA-005

Change name from: Endangered Species Act Impact Fees To:

Environmental Mitigation Fee for the Washington County Habitat Conservation Plan

Add Findings Why - Where - Who

Removes fee for subdivisions of land, but keeps fee for building

permit

Fees charged are .2% of Construction Value

States the Purpose
Lists how the fees are collected and reporting requirements
Expiration Date: 2030
Council to review fees in January, every fifth year

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9-3-C, ENDANGERED SPECIES ACT IMPACT FEES, OF THE ST. GEORGE CITY CODE, TO UPDATE THE PROVISIONS AS REQUESED BY WASHINGTON COUNTY WHO ADMINISTERS THE HABITAT CONSERVATION PLAN WHICH IS IN PLACE TO PROTECT THE MOJAVE DESERT TORTOISE HABITAT. CASE No. 2024-ZRA-005

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 9-3-C, Endangered Species Act Impact Fees, to update the provisions as requested by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat; and

WHEREAS, after careful consideration, the city council has determined that amending Title 9-3-C is in the best interest of the health, safety and welfare of the citizens of St. George to update the provisions as request by Washington County who administers the Habitat Conservation Plan which is in place to protect the Mojave Desert Tortoise Habitat; and

WHEREAS, the City Council held a public meeting on March 7, 2024, on the requested code amendment; and

NOW, THEREFORE, BE IT ORDAINED, by the St. George city council, as follows:

Section 1. Repealer. Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 9 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 7th day of March 2024.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM: City Attorney's Office VOTING OF CITY COUNCIL:

Councilmember Hughes _____ Councilmember Larkin _____ Councilmember Larsen _____ Councilmember Tanner _____ Councilmember Kemp _____

Jami Brackin, Deputy City Attorney

EXHIBIT A TITLE 9-3-C

Proposed Amended Habitat Conservation Plan 9-3-C

ARTICLE C. ENVIRONMENTAL MITIGATION FEE FOR THE WASHINGTON COUNTY HABITAT CONSERVATION PLAN ENDANGERED SPECIES ACT IMPACT FEES

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- 9-3C-6 Sunset Dates

9-3C-1: FINDINGS: ESTABLISHED

- A. The federal government has determined that there exists critical habitat located within the City for the Mojave Desert Tortoise, which is listed as a threatened species under the Endangered Species Act of 1973. There is hereby established a subdivision endangered species impact fee in such amount as established by resolution of the city council, payable at the time application is made for final plat approval. This fee shall apply to any new project being subdivided that has not received preliminary plat approval prior to January 1, 1994.
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area of land approximately 77,000 acres in size, which is the primary conservation measure to offset the impacts allowed under the Incidental Take Permit.

- F. An environmental mitigation fee is necessary to administer the Washington County Habitat Conservation Plan and Take Permit, including the management and monitoring of actions and activities within the Red Cliffs Desert Reserve.
- G. The environmental mitigation fee imposed herein bears a reasonable relationship to the administration of the required Habitat Conservation Plan required by the Take Permit.
- H. In 2021, the City and Washington County entered into an interlocal agreement wherein the parties agree to continue implementation, financing, and participation in the Take Permit and Habitat Conservation Plan, as well as continued participation in the collection of the mitigation fee.

9-3C-2: ESTABLISHED: -COLLECTION AND DISBURSEMENT

Consistent with the provisions of the Endangered Species Act of 1973 as found in U.C. Code 16 U.S.C. § 1531-1544 and Utah Code §11-36a-205, there is established an environmental mitigation fee. The environmental mitigation fee shall be 0.2 percent of the total construction value of new building permits, payable with the issuance of building permits on all new residential, commercial, and industrial construction within the City. This environmental mitigation fee shall not apply to building permits for remodeling, add-ons of existing structures, or outbuildings. The city treasurer is hereby directed to collect and deposit these funds in a separate account designated the "endangered species conservation fund" and to disburse the funds accumulated therein quarterly to Washington County on or before the fifteenth day of the month following a calendar quarter, together with an appropriate report showing the number of subdivision final plats issued and their acreages, and the number of applicable building permits and their construction values.

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ACCOUNTING; USE OF FUNDS:

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- A. The City Council shall review the environmental mitigation fee assessed herein in January of every fifth year, starting in 2025. The review is to determine whether or not the environmental mitigation fee is still required to administer and implement the Habitat Conservation Plan, and if the City Council determines the environmental mitigation fee is still necessary to administer the Habitat Conservation Plan. Unless reauthorized prior to expiration, the environmental mitigation fee imposed herein shall expire in 2030. Any re-authorization shall be for a five-year period.
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