

**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, October 17, 2024, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

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

**2. Consent Calendar.**

**a. Consider approval to award bid to Holbrook Asphalt for the FY 2025 Crack Seal Project.**

BACKGROUND and RECOMMENDATION: A total of ten (10) bids were received. The low bid was from Superior Asphalt in the amount of \$204,160; Holbrook Asphalt submitted a bid in the amount of \$208,987.20 which was within 5% of the lowest bid and per the local preference provision of the city code was able to match Superior's low bid. Staff recommends awarding the bid to Holbrook Asphalt in the amount of \$204,160.

**b. Consider approval to award bid to Caliber Construction for the construction of the Black Hill Trail project.**

BACKGROUND and RECOMMENDATION: This trail was originally going to be built back in 2022, but it was unable to be constructed due to the new stairs that Public Works were going to install. Public Works has almost completed the stairs so we will be able to start construction soon. This project is one of the Recreation G.O. Bond projects. Staff recommends awarding the bid to Caliber Construction in the amount of \$484,171.70.

**c. Consider approval to award bid to Convergent for the installation of Access Control System for the new City Hall project.**

BACKGROUND and RECOMMENDATION: Three (3) bids were received for the City Hall project's new digital locks and security software: Convergent \$120,895.39; Stream Technologies \$170,878.62; and Stone Security \$277,279.70. Staff recommends awarding the bid to Convergent in the amount of \$120,895.39.

**d. Consider approval of a Reimbursement Agreement with Allan Goeser for the 1050 North Sewer Extension.**

BACKGROUND and RECOMMENDATION: The area of 1050 North 1020 West is

currently served by individual septic systems. Mr. Goeser is building on a lot in the area and has agreed to extend the City's sewer line to his property rather than install an individual septic system, with participation from the City. Each year, the Wastewater Collections Division budgets funds for participation of sewer line extensions to eliminate areas of individual septic systems. With this agreement, the City would reimburse the property owner for half of the cost of the sewer line extensions, not to exceed \$71,764. Staff recommends approval of the reimbursement agreement for the sewer line extension.

**e. Consider approval of a Cooperative Agency Agreement for AIP-47 for Pavement Maintenance.**

BACKGROUND and RECOMMENDATION: The City of St George was awarded a grant from the FAA for AIP-47 Pavement Maintenance at the St George Regional Airport. This includes runway 1-19, taxiway A & B, West general aviation apron, and East FBO apron. Staff recommends approval.

**f. Consider approval to waive the fees for the Sunrise Market and the Downtown Farmers Market for the use of City-property until December 31, 2025.**

BACKGROUND and RECOMMENDATION: This request was discussed at the October 10, 2024 work meeting. The Council was in favor of waiving the fees for reasons discussed at the work meeting.

**g. Consider approval of the minutes from the meetings held on September 19, 2024 and October 3, 2024.**

**3. Public hearing and consideration of Resolution No. 2024-031R to review and approve amendments to the Fiscal Year 2024-25 Budget.**

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

**4. Consider approval of Ordinance No. 2024-065 amending a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. (Case No. 2024-ZRA-016)**

BACKGROUND and RECOMMENDATION: This is a request to amend a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. The applicant would like to use a small portion of their warehousing space for their esthetics, permanent makeup and tattooing. In this amendment city facilities will be moved under Institutional Uses and adding Educational institutions, schools, colleges, learning centers, trade schools, and Religious Facilities as a code clean up item. At their meeting held on September 24, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 4-0; there were no public comments.

**5. Consider approval of Resolution No. 2024-032R authorizing an Interfund Loan from the Transportation Improvement Fund (the "TIF") to the Tech**

**Ridge CDA Fund related to the construction of the east access roadway to Tech Ridge.**

**BACKGROUND and RECOMMENDATION:** The City of St. George approved the construction of the East Access Roadway in the Fiscal Year 2024-25 budget and has decided to borrow the funds necessary from the Transportation Improvement Fund for the construction and improvement costs of the Project for term and repayment schedule not to exceed 10 years or at such time the Tech Ridge CDA Fund has money available to pay off the Loan. The FY 2025 Budget was presented in a public hearing on June 13, 2024 and June 20, 2024 and adopted by the City Council on June 20, 2024. These items can be found in the original budget document of FY2024/2025 on pages 37 (PW Capital Projects) and 402 (Transfers).

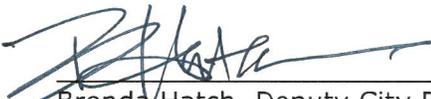
**6. Consider approval of Resolution No. 2024-033R providing for the creation of the Tech Ridge Public Infrastructure District, and related matters.**

**BACKGROUND and RECOMMENDATION:** This resolution provides for the creation of the Tech Ridge Public Infrastructure District (District); authorizing and approving a Governing Document; approving an Interlocal Agreement; and approving a Notice of Impending Boundary Action; delegating certain officers of the City authority to approve and execute the final terms and provisions of the Governing Document, the Interlocal Agreement, the Notice of Impending Boundary Action, and any other documents related to the District; authorizing the District to provide services relating to the financing and construction of public infrastructure to serve the district area; appointing a Board of Trustees for the District; authorizing other documents in connection with the District; and related matters.

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

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

**9. 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.**

  
\_\_\_\_\_  
Brenda Hatch, Deputy City Recorder

10/11/2024  
\_\_\_\_\_  
Date

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

**ADDENDUM TO THE CITY COUNCIL AGENDA  
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, October 17, 2024 commencing at 5:00 p.m.

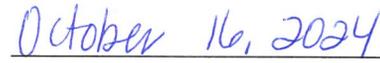
The addendum to the agenda is as follows:

**2. Consent Calendar.**

**h. Consider approval of a Programmatic Agreement between the United States Department of the Interior, Bureau of Land Management Saint George Field Office, and the Utah State of Historic Preservation Officer regarding the Northern Corridor Highway Project.**

BACKGROUND and RECOMMENDATION: This agreement is required under 36 CFR § 800.5 to address adverse effects to Zone 6 of the Red Cliffs National Conservation Area if the Northern Corridor is not built in the current UDOT ROW grant. Staff recommends approval.

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

  
\_\_\_\_\_  
Date

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



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2a

**Subject:**

Consider approval to award bid to Holbrook Asphalt for the FY 2025 Crack Seal Project.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

A total of ten (10) bids were received. The low bid was from Superior Asphalt in the amount of \$204,160; Holbrook Asphalt submitted a bid in the amount of \$208,987.20 which was within 5% of the lowest bid and per the local preference provision of the city code was able to match Superior's low bid. Staff recommends awarding the bid to Holbrook Asphalt in the amount of \$204,160.

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

A crack seal is important for the long-term maintenance of asphalt streets. This project includes the placement of crack-sealing material on various streets throughout the city.

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

**Budget Impact:**

Cost for the agenda item: \$204,160

Amount approved in current FY budget for item: \$204,160

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

N/A

Description of funding source:

Funds allocated for Pavement Preservation.

**Recommendation (Include any conditions):**

Approval

Bid Tabulation  
 FY25 Crack Seal Project  
 Inq. No. 24-141

			Holbrook Asphalt		Superior Asphalt		Straight Stripe Painting		Bonneville Asphalt Repair		C&B Stripping	
Traffic Control	1	Lump Sum	500.00	500.00	500.00	500.00	3,500.00	3,500.00	8,000.00	8,000.00	10,250.00	10,250.00
Mobilization	1	Lump Sum	500.00	500.00	500.00	500.00	9,000.00	9,000.00	6,000.00	6,000.00	32,600.00	32,600.00
Crack Sealing	120	Tons	1,741.56	<u>208,987.20</u>	1,693.00	<u>203,160.00</u>	2,050.00	<u>246,000.00</u>	2,600.00	<u>312,000.00</u>	2,400.00	<u>288,000.00</u>
				209,987.20		<b>204,160.00</b>		258,500.00		326,000.00		330,850.00
				<b>204,160.00</b>								

			Asphlat Preservation		CKC Operations LLC		Morgan Pavement Maintenance		American Pavement Preservation		CR Contracting LLC	
Traffic Control	1	Lump Sum	19,500.00	19,500.00	2,925.00	2,925.00	6,000.00	6,000.00	54,000.00	54,000.00	75,000.00	75,000.00
Mobilization	1	Lump Sum	23,500.00	23,500.00	25,184.25	25,184.25	14,500.00	14,500.00	15,000.00	15,000.00	75,000.00	75,000.00
Crack Sealing	120	Tons	2,845.00	<u>341,400.00</u>	3,015.47	<u>361,856.40</u>	3,192.50	<u>383,100.00</u>	3,950.00	<u>474,000.00</u>	4,500.00	<u>540,000.00</u>
				384,400.00		389,965.65		403,600.00		543,000.00		690,000.00

\*Local Preference - if bid is less than 5% over low bidder, local bidders can match low bid.



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2b

**Subject:**

Consider approval to award bid to Caliber Construction for the construction of the Black Hill Trail project.

**Item at-a-glance:**

Staff Contact: Joseph Nielson

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Temple Quarry Trail Trailhead

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

This trail was originally going to be built back in 2022, but it was unable to be constructed due to the new stairs that Public Works were going to install. This project is one of the Recreation G.O. Bond projects.

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

The Black Hill Trail will provide access to the trail system that runs throughout Tech Ridge. This trail has been on the Parks & Trails Master Plan for 5+ years.

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

**Budget Impact:**

Cost for the agenda item: \$484,171.70

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:

N/A

Description of funding source:

G.O. Bond

**Recommendation (Include any conditions):**

Approval

**BID TABULATION**

Black Hill Trail

PREPARED BY Alliance Consulting

Project No. 4549

Inquire No. 24-145

CLOSING DATE 9-26-2024

ALLIANCE CONSULTING

A Planning and Engineering Firm

2303 North Coral Canyon Blvd

Suite 201

Washington, UT 84780

t. 435.673.8060

f. 435.673.8065

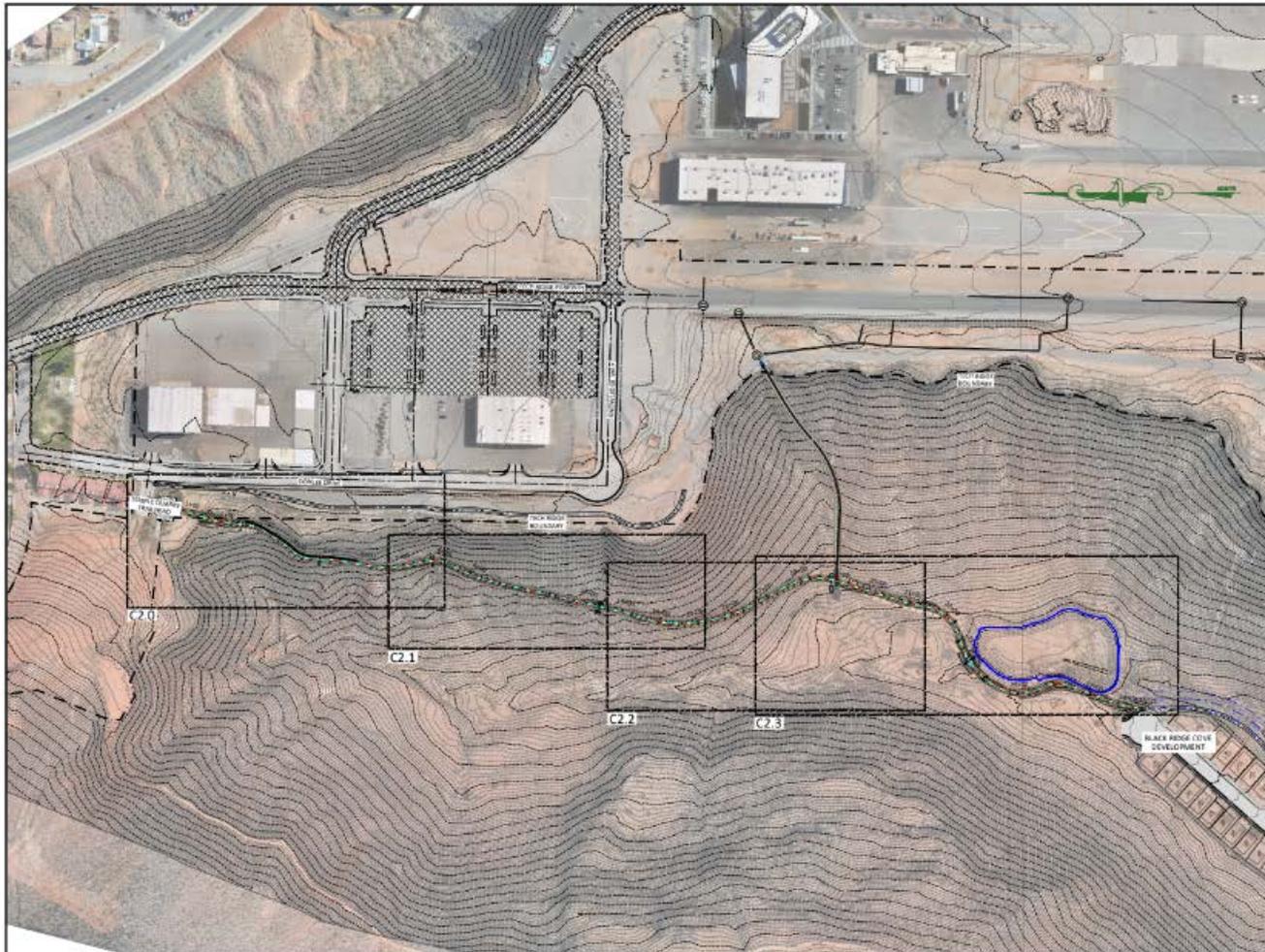


St. George Black Hill Trail

No.	Item	Unit	Quantity	Caliber Contractor		Whitaker Construction		Landmark Excavation		Competitive Excavation		WRX Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	General Condition/Mobilization	LS	1	\$21,000.00	\$21,000.00	\$64,243.82	\$64,243.82	\$71,675.50	\$71,675.50	\$37,265.14	\$37,265.14	\$44,400.00	\$44,400.00
2	Dust Control	LS	1	\$15,000.00	\$15,000.00	\$17,204.40	\$17,204.40	\$17,000.00	\$17,000.00	\$18,888.87	\$18,888.87	\$30,000.00	\$30,000.00
3	Traffic Control (Trail)	LS	1	\$5,500.00	\$5,500.00	\$1,139.95	\$1,139.95	\$4,200.00	\$4,200.00	\$6,227.15	\$6,227.15	\$3,000.00	\$3,000.00
4	Clear & Grub (Approx 1.25 Acres)	LS	1	\$6,000.00	\$6,000.00	\$7,259.24	\$7,259.24	\$11,000.00	\$11,000.00	\$6,853.81	\$6,853.81	\$36,000.00	\$36,000.00
5	Pre-Construction Condition/SWPPP Documentation	LS	1	\$7,000.00	\$7,000.00	\$7,589.87	\$7,589.87	\$5,500.00	\$5,500.00	\$1,973.66	\$1,973.66	\$12,000.00	\$12,000.00
6	Earthwork/Re-work/Imported Fill (1,315 CY)	LS	1	\$39,000.00	\$39,000.00	\$112,979.43	\$112,979.43	\$110,000.00	\$110,000.00	\$79,543.02	\$79,543.02	\$196,200.00	\$196,200.00
7	Rock Track out Pad (2 Locations)	LS	1	\$2,500.00	\$2,500.00	\$8,797.94	\$8,797.94	\$5,300.00	\$5,300.00	\$4,326.90	\$4,326.90	\$6,000.00	\$6,000.00
8	Silt Fence	LF	1,050	\$3.42	\$3,591.00	\$3.31	\$3,475.50	\$3.00	\$3,150.00	\$5.74	\$6,027.00	\$18.00	\$18,900.00
9	12" Wattles	LF	100	\$7.50	\$750.00	\$3.31	\$331.00	\$10.50	\$1,050.00	\$5.96	\$596.00	\$6.60	\$660.00
10	12" PVC SDR-35 Pipe with Inlet box (Beehive Grate)	LF	65	\$103.85	\$6,750.25	\$241.52	\$15,698.80	\$174.00	\$11,310.00	\$163.69	\$10,639.85	\$144.00	\$9,360.00
11	24" HDPE Storm Drain Pipe Crossings	LF	25	\$98.00	\$2,450.00	\$147.43	\$3,685.75	\$147.00	\$3,675.00	\$134.78	\$3,369.50	\$150.00	\$3,750.00
12	18" HDPE Storm Drain Pipe Crossings	LF	40	\$77.50	\$3,100.00	\$131.89	\$5,275.60	\$108.00	\$4,320.00	\$106.76	\$4,270.40	\$126.00	\$5,040.00
13	24" End Section with Rip-Rap	Each	2	\$825.00	\$1,650.00	\$1,379.48	\$2,758.96	\$2,100.00	\$4,200.00	\$681.23	\$1,362.46	\$1,800.00	\$3,600.00
14	18" End Section with Rip-Rap	Each	4	\$750.00	\$3,000.00	\$1,075.31	\$4,301.24	\$1,900.00	\$7,600.00	\$555.80	\$2,223.20	\$1,680.00	\$6,720.00
15	14" D50 Rip-Rap with Filter Fabric (Basalt Rock)	SF	2,160	\$7.18	\$15,508.80	\$9.96	\$21,513.60	\$11.00	\$23,760.00	\$9.46	\$20,433.60	\$13.20	\$28,512.00
16	Stacked Rock Walls with Geo-Grid Fabric (Basalt Rock)	SF	2,790	\$18.25	\$50,917.50	\$25.65	\$71,563.50	\$31.00	\$86,490.00	\$25.84	\$72,093.60	\$65.00	\$181,350.00
16A	Stacked Rock Walls Stain	SF	2,790	\$3.00	\$8,370.00	\$2.28	\$6,361.20	\$3.20	\$8,928.00	\$2.59	\$7,226.10	\$1.00	\$2,790.00
17	2.5" Thick Asphalt (Voidless Asphalt Mix)	SF	27,415	\$2.91	\$79,777.65	\$2.36	\$64,699.40	\$2.20	\$60,313.00	\$2.74	\$75,117.10	\$3.00	\$82,245.00
18	6" Thick Type II Gravel Roadbase	SF	27,415	\$1.70	\$46,605.50	\$2.15	\$58,942.25	\$2.30	\$63,054.50	\$1.52	\$41,670.80	\$1.98	\$54,281.70
19	2.5' Wide Shoulder 6" Thick Type II Gravel Roadbase	SF	9,810	\$2.10	\$20,601.00	\$1.72	\$16,873.20	\$1.90	\$18,639.00	\$1.86	\$18,246.60	\$1.98	\$19,423.80
20	Trail ADA Ramp & Concrete (Saw Cut Ex TBC)	Each	1	\$6,000.00	\$6,000.00	\$3,306.79	\$3,306.79	\$3,500.00	\$3,500.00	\$5,704.76	\$5,704.76	\$4,320.00	\$4,320.00
21	Slurry Overlay	SF	27,415	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

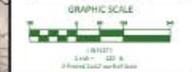
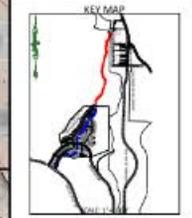
St. George Black Hill Trail

No.	Item	Unit	Quantity	Caliber Contractor		Whitaker Construction		Landmark Excavation		Competitive Excavation		WRX Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22	Concrete Low Water Crossing	SF	300	\$17.00	\$5,100.00	\$17.95	\$5,385.00	\$14.00	\$4,200.00	\$39.69	\$11,907.00	\$30.00	\$9,000.00
23	Trail Pavement Marking	LS	1	\$1,750.00	\$1,750.00	\$2,735.89	\$2,735.89	\$1,200.00	\$1,200.00	\$4,005.77	\$4,005.77	\$3,000.00	\$3,000.00
24	Trail Safety Rail (Powder-Coated)	LF	1,430	\$85.00	\$121,550.00	\$115.00	\$164,450.00	\$140.00	\$200,200.00	\$254.54	\$363,992.20	\$90.00	\$128,700.00
25	Trail Signs Plaques and Wood Posts	Each	5	\$840.00	\$4,200.00	\$569.98	\$2,849.90	\$300.00	\$1,500.00	\$820.64	\$4,103.20	\$600.00	\$3,000.00
26	Entrance Landscaping	LS	1	\$6,500.00	\$6,500.00	\$5,699.77	\$5,699.77	\$5,000.00	\$5,000.00	\$7,206.96	\$7,206.96	\$6,600.00	\$6,600.00
<b>TOTAL</b>				<b>\$484,171.70</b>		<b>\$679,122.00</b>		<b>\$736,765.00</b>		<b>\$815,274.65</b>		<b>\$898,852.50</b>	



REVISIONS			
No.	Date	By	Description

File Name: Black Hill Trail #212.dwg



  
**ALLIANCE CONSULTING**  
 A PLANNING AND ENGINEERING FIRM  
 2500 N. COMMERCE STREET, SUITE 200  
 WASHINGTON, DC 20001  
 202.577.8500  
 202.577.8501

**BLACK HILL TRAIL  
 OVERALL**  
 FOR  
**CITY OF ST. GEORGE**  
 1500 W. 4th STREET, SUITE 100  
 ST. GEORGE, UT 84770

**NOT FOR  
 CONSTRUCTION  
 REVIEW ONLY**

Drawn By:	CS	Scale:	1"=100'
Client No.:	4549	Project No.:	4549
<b>C1.1</b>			
Sheet 1 of 11 Sheets			



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2C

**Subject:**

Consider approval to award bid to Convergent for the installation of Access Control System for the new City Hall project.

**Item at-a-glance:**

Staff Contact: Carlos Robles

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

Three (3) bids were received for the City Hall project's new digital locks and security software: Convergent \$120,895.39; Stream Technologies \$170,878.62; and Stone Security \$277,279.70.

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

The new City Hall access control system needs to be combined with the current security system we use city-wide. This project includes 48 new readers, 43 strikes and 5 double doors.

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

**Budget Impact:**

Cost for the agenda item: \$120,895.39

Amount approved in current FY budget for item: \$120,895.29

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

NA

Description of funding source:

Capital Project fund 40-4000-7958

**Recommendation (Include any conditions):**

Staff recommends approval



2211 W 2300 S, Salt Lake City, Utah 84119  
Phone 8016316166 Mobile 8016316166  
krehl.hill@convergint.com

July 22, 2024

St George City  
City Hall  
220 N 200 W St George, Utah 84770  
Attention: Kameron Rollins

Quotation: KH02709789P  
RFP#:  
License/Cert

Reference: 24.7 New City Hall Access Control System Project  
New City Hall Access Control System Project #24-138 (48) Total Reader openings with (43) Strikes (5) Double doors and connecting into transfer hinge and electrified latch retraction provided and installed by others.

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine in 2024. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



**Convergint would be the best integrator to perform this project due to our extensive experience and industry-leading expertise. With over 20 years of experience working with Lenel hardware and software, we have developed a deep understanding and proficiency in delivering top-tier security solutions. Our team includes more than 75 Lenel-certified specialists in Utah and around the globe, ensuring that you receive world-class service and comprehensive industry knowledge.**

**Choosing Convergint means partnering with a provider committed to excellence and certified training, making us the preferred choice for your security needs. Here are key reasons to consider Convergint over other integrators:**

- **Certified Expertise:** Our specialists are certified and trained to the highest standards, ensuring top-notch service and support.
- **Global Reach, Local Touch:** With a global network of industry professionals, we offer both local and international insights and solutions.
- **Proven Track Record:** Two decades of experience in the industry, specifically with Lenel systems, highlights our reliability and expertise.
- **Commitment to Quality:** Our dedication to providing world-class service ensures your security systems are in the best hands.

**Choosing Convergint means choosing a trusted partner dedicated to delivering superior security solutions tailored to your needs.**





### **Scope of Work**

- Convergent to provide and install (1) 64 Lenel ADV Reader upgrade software license on St George City access control server.
- Convergent to provide readers for the following openings below:

#### **Main Level South (AE101): 12 Readers**

Doors: 003A, 101B, 104A, 106A, 112A, 114A, 117A, 117B, 117C, 125A, 138C, 142A

#### **Main Level North (AE101.5): 8 Readers**

Doors: 143A, 146A, 147A, 147B, 147C, 152A, 153B, 158B

#### **2nd Level South (AE102): 10 Readers**

Doors: 003B, 204B, 206B, 212A, 220A, 233C, 233D, 235A, 240A, 250A

#### **3rd Level South (AE103): 13 Readers**

Doors: 003C, 338A, 339A, 354A, 355A, 355B, 358A, 358B, 358C, 374A, 374B, 379B, 380A

#### **3rd Level North (AE103.5): 5 Readers**

Doors: 313A, 314A, 329A, 330B, 332A

- Convergent to provide and install (43) Strikes as per provided drawings.
- Convergent to connect into (5) openings with electrified latch retraction; transfer hinge provided and installed by others. Doors: 101B, 104A, 106A, 138C, 332A
- Convergent installation to be supervised by Lenel OnGuard certified technicians.
- Convergent to provide testing and commissioning by Lenel certified technicians.
- Convergent to provide one-time on-site basic system training, as-built drawings and all close-out documents at the completion of this project.
- Convergent will provide a dry contact at each ADA opening for integration into the Lenel system.
- Convergent has (3) Lenel certified technicians in St George that will be installing and servicing your Lenel system.
- All parts and labor to be covered under Convergent (1) year comprehensive warranty. Extended service agreements available upon request.

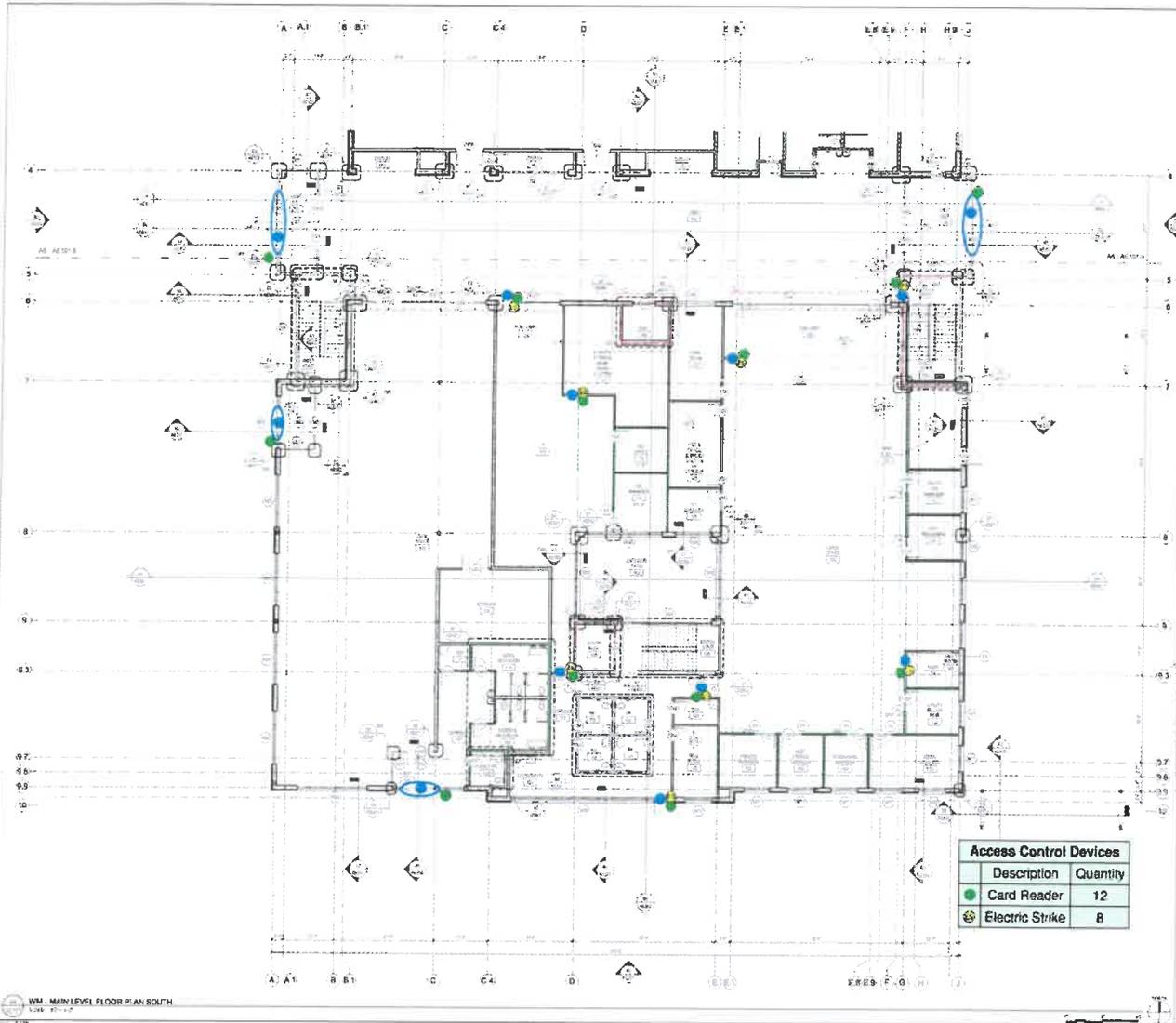
NOTE – All electrified latch retraction in panic bars and transfer hinges are assumed to be provided and installed by door hardware company.

EXCLUDED – All AC power, conduit, pathways, J hooks, network, ADA integrations, network switch ports.

EXCLUDED – All electrified latch retraction panic hardware and transfer hinges.

St George City – To provide Lenel server, IP addressing, network switches and open ports at each access control head end.

## Drawings



Access Control Devices	
Description	Quantity
● Card Reader	12
● Electric Strike	8

### GENERAL NOTES

1. All work shall conform to the latest editions of the Utah Building Code, International Building Code, and all applicable local codes and ordinances.

2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The contractor shall maintain access to all areas of the building at all times during construction.

4. The contractor shall be responsible for protecting all existing work and materials on the site.

5. The contractor shall be responsible for the safety of all workers and the public.

### KEY NOTES

### FLOOR PLAN LEGEND

- Access Control Device (Card Reader)
- Access Control Device (Electric Strike)
- Door
- Window
- Wall
- Ceiling
- Floor
- Stair
- Elevator
- Restroom
- Conference Room
- Office
- Reception
- Lobby
- Corridor
- Mechanical Room
- Electrical Room
- Storage Room
- Janitor's Closet
- Utility Room
- Break Room
- Conference Room
- Office
- Reception
- Lobby
- Corridor
- Mechanical Room
- Electrical Room
- Storage Room
- Janitor's Closet
- Utility Room
- Break Room

**Galloway**  
ARCHITECTS



St. George City Hall  
St. George City  
611 SOUTH MAIN ST.  
ST. GEORGE, UTAH 84770

**AE101**







**GENERAL NOTES**

- SEE SHEET 101 FOR GENERAL ACCESS CONTROL SYSTEM INFORMATION.
- ALL ACCESS CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH THE ACCESS CONTROL SYSTEM DESIGN AND SPECIFICATIONS.
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**KEY NOTES**

**FLOOR PLAN LEGEND:**

- Access Control Device (Green Circle)
- Electric Strike (Blue Circle)
- Door
- Window
- Stair
- Elevator
- Room
- Corridor
- Room Number
- Room Name
- Room Area

Access Control Devices	
Description	Quantity
● Card Reader	13
● Electric Strike	13

THIRD LEVEL FLOOR PLAN SOUTH

AE103

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.
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**Galloway**



**KEY NOTES**

**FLOOR PLAN LEGEND**

- 1. ROOM NO.
- 2. ROOM NAME
- 3. ROOM AREA
- 4. ROOM VOLUME
- 5. ROOM PERIMETER
- 6. ROOM CENTERLINE
- 7. ROOM CORNER
- 8. ROOM MIDDLE
- 9. ROOM EDGE
- 10. ROOM CENTER
- 11. ROOM PERIMETER
- 12. ROOM CENTERLINE
- 13. ROOM CORNER
- 14. ROOM MIDDLE
- 15. ROOM EDGE
- 16. ROOM CENTER
- 17. ROOM PERIMETER
- 18. ROOM CENTERLINE
- 19. ROOM CORNER
- 20. ROOM MIDDLE
- 21. ROOM EDGE
- 22. ROOM CENTER
- 23. ROOM PERIMETER
- 24. ROOM CENTERLINE
- 25. ROOM CORNER
- 26. ROOM MIDDLE
- 27. ROOM EDGE
- 28. ROOM CENTER
- 29. ROOM PERIMETER
- 30. ROOM CENTERLINE
- 31. ROOM CORNER
- 32. ROOM MIDDLE
- 33. ROOM EDGE
- 34. ROOM CENTER
- 35. ROOM PERIMETER
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- 38. ROOM MIDDLE
- 39. ROOM EDGE
- 40. ROOM CENTER
- 41. ROOM PERIMETER
- 42. ROOM CENTERLINE
- 43. ROOM CORNER
- 44. ROOM MIDDLE
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- 46. ROOM CENTER
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- 90. ROOM CENTERLINE
- 91. ROOM CORNER
- 92. ROOM MIDDLE
- 93. ROOM EDGE
- 94. ROOM CENTER
- 95. ROOM PERIMETER
- 96. ROOM CENTERLINE
- 97. ROOM CORNER
- 98. ROOM MIDDLE
- 99. ROOM EDGE
- 100. ROOM CENTER



Access Control Devices		
Description	Quantity	
● Card Reader	5	
● Electric Strike	4	

THIRD LEVEL FLOOR PLAN NORTH

St. George City Hall  
St. George City  
61 SOUTH MAIN ST.  
ST. GEORGE, UT 84770

No.	Date	Description
1	10/20/20	10% DEVELOPER
2	10/20/20	20% DEVELOPER
3	10/20/20	30% DEVELOPER
4	10/20/20	40% DEVELOPER
5	10/20/20	50% DEVELOPER
6	10/20/20	60% DEVELOPER
7	10/20/20	70% DEVELOPER
8	10/20/20	80% DEVELOPER
9	10/20/20	90% DEVELOPER
10	10/20/20	100% DEVELOPER

AE103.5

Lenel Certifications for St George team



Technical Certification

**LENEL S2**

Paul Accordino

of Convergint Technologies LLC

has successfully completed the OnGuard Certification Program requirements and is recognized as:

**OnGuard 8.2 Certified Associate**

**ASSOCIATE**

Scan for digital authentication



connect.lenel2.com

Certification ID: 46644  
Date awarded: 01 March 2024

© 2017





**Jay Tostlebe**

Has successfully completed the LenelS2 Certification Program requirements and is recognized as a

**Lenel Certified Associate**



Jeffrey Stanek  
President  
LenelS2, A Carrier Company

Frank Piazza  
General Manager, Services  
LenelS2, A Carrier Company

Technical Certification



Zac Wood

of Convergint Technologies LLC

has successfully completed the OnGuard Certification Program requirements and is recognized as

**OnGuard 8.2 Certified Associate**

**ASSOCIATE**

Scan for digital authentication



[connect.lenels2.com](https://connect.lenels2.com)

Certification ID: 4565398

Date awarded: 08 March 2024

© Carrier



**iTrac – INCLUDED PROJECAT TRACKING**

Project software to include progress updates, testing results and deficiency reporting.  
Ability for current status and progress viewability for St Geroge City personnel. (Sample below)

**Device Certificate** iTrac  
**UTU Campus View III**

**Door and Frame Installed**

Has door and the frame been installed by door hardware company

2024-03-26 09:03:08 Mike Treft



**Conduit Rough-In Complete**

Electrician has completed conduit rough-in

2024-03-26 09:03:15 Mike Treft



**Cable Pulled**

Has cable been pulled from device location to headend

2024-03-26 09:04:03 Mike Treft



**Devices Fished**

Have all cables for devices been fished to final install position

2024-04-22 14:25:40 ben bowler



2024-03-26 09:04:54 Mike Treft Needsdoor harness



**Door Hardware By Others Installed**

All door hardware that is being provided by others has been installed on door/frame.

2024-03-26 09:05:19 Mike Treft



## Device Certificate

UTU Campus View III



### Devices Installed

Are all field devices terminated and installed?

2024-04-22 14:33:18 ben bowler



### Resistors Installed

Resistors are installed per system requirements on all inputs.

2024-04-29 13:45:01 Tyler Button None



### Device Terminated at Head End

Device is labeled and terminated at head end location.

2024-06-27 15:43:31 koby peacock



### Device Programmed In System

The device is programmed in system, ACS, VMS, IDS, Intercom ect.

2024-07-01 19:20:03 Paul Accordino



### Door Pre Test

All door devices have been tested and fully functional by Convergent team.

2024-07-01 19:20:16 Paul Accordino



### Door Commissioned

Has the door been fully tested out and functioning properly?

2024-07-16 14:07:07 Tyler Button



### Device Weather Proofing

Outdoor devices have had all gaskets installed and joints sealed with silicone.

2024-06-27 15:43:45 koby peacock Inside



## Device Certificate



UTU Campus View III

### Device Terminated at Head End

Device is labeled and terminated at head end location.

2024-06-27 15:44:06 koby peacock

### Device Programmed In System

The device is programmed in system, ACS, VMS, IDS, Intercom ect.

2024-07-01 19:24:00 Paul Accordino

### Door Pre Test

All door devices have been tested and fully functional by Convergent team.

2024-07-16 14:07:17 Tyler Button

### Door Commissioned

Has the door been fully tested out and functioning properly?

2024-07-16 14:07:25 Tyler Button

### Device Weather Proofing

Outdoor devices have had all gaskets installed and joints sealed with silicone.

2024-06-27 15:44:25 koby peacock Inside



## OPTIONAL SERVICE

### Device Hardening (reduce cyber risk)

- Disable unused & non-essential device features
- Disable unused network comms (e.g., services, ports)
- Change default passwords
- Update firmware including patches

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization ("Customer").

Customer has been advised of Convergint's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (e.g., services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergint point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

**Convergint cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergint cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed.** Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergint has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.



**Materials**

Line	Qty	Part	Description	Unit Price	Extended Price
1			Lenel Software Reader licensing		
2	1.00	64ADV-64RUP	64 Access Readers upgrade for all ADV systems (max of 256 readers).	\$ 2,207.57	\$ 2,207.57
3			Lenel Access Control		
4	8.00	MAXIMAL75D	2 POWER SUPPLY/CHARGER WITH ACCESS POWER CONTROLLERS - 16 PTC CLASS 2	\$ 1,136.71	\$ 9,093.68
5	6.00	LNL-CTX-6	LenelS2 UL listed hardware enclosure (24 x 18 x 4.5), only with lock and tamper switch. (UL Approved) (can house up to 6 boards)	\$ 304.29	\$ 1,825.74
6	18.00	PW-PS12120L	12V 12AH SLA BATTERY FP	\$ 45.20	\$ 813.60
7	3.00	LNL-X2220	Intelligent Dual Reader Controller powered by 12 or 24 VDC @ 500mA (w/o Rdr Power),, size (6 (152mm) W x 8 (203mm) L x 1 (25mm)H); 6 MB standard cardholder flash memory, 50,000 of event memory, maximum of 32 devices, On-board Ethernet, Dual Path capa	\$ 2,014.71	\$ 6,044.13
8	22.00	LNL-1320-S3	Dual Reader Interface Module (Series 3 Supports OSDP Readers) 12/24 VDC, 2 Reader interface, W/M, 8 inputs, 6 (5A) form C relays , RoHS, CE, C-Tick and UL294 certified	\$ 730.29	\$ 16,066.38
9	48.00	LS2-ELEM-R10330	BLUEDIAMOND (MOBILE READY) MULTI-TECHNOLOGY MINI MULLION READER	\$ 200.00	\$ 9,600.00
10	8.00	SECSD-998C-D3AQ	Electric Rim Strike, 12/24VDC, 1/2in Throw	\$ 289.29	\$ 2,314.32
11	35.00	SECSD-995C	Electric Strike 12VDC Indoor, Fail-Secure or Fail-Saf	\$ 92.86	\$ 3,250.10
12	13.00	444340	18 AWG 4 Conductor Shielded Plenum White Jacket	\$ 280.00	\$ 3,640.00
13	13.00	444351-03	22-06 Overall-Shielded Stranded Plenum Ylw Stripe	\$ 318.57	\$ 4,141.41



<b>Equipment Total</b>	\$	58,996.93
<b>Program Manager</b>	\$	0.00
<b>Professional Services</b>	\$	0.00
<b>Project Management</b>	\$	7,980.70
<b>Specialist-Programming</b>	\$	3,034.68
<b>Specialist-Testing</b>	\$	4,815.36
<b>Specialist Cyber Hygiene</b>	\$	0.00
<b>Installation-Foreman</b>	\$	16,039.80
<b>Installation</b>	\$	16,039.80
<b>Engineering</b>	\$	4,815.84
<b>Drafting/CAD</b>	\$	0.00
<b>Subcontractors/Other Costs</b>	\$	588.48
<b>Freight/Warranty</b>	\$	8,583.74
<b>Tax if Applicable</b>	\$	0.00
<b>Total Project Price</b>	\$	120,895.39





## Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

**REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGENT-INSTALLED SOLUTION:** See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at [convergent.com/terms](http://convergent.com/terms).

## Performance Items

### Items Included

Installation of Control Equipment Enclosures	Material (listed in the BOM)
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner to Provide Static IP Addresses
Owner Training	Project Management
Submittal Drawings	System is Design-Build
System Programming	Testing of all Proposed Devices
Wire	

### Items Excluded

120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Panels	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to Card Readers	Installation of Network Cabling to IP Cameras
Installation of Network Cabling to IP Intercoms	Installation of Specialty Backboxes
Installation of Terminal Cabinets	Installation of Video Recorders (DVR/NVR)
Installation of Wire and Cable	Installation of Wire Hangars
Lifts	Loading Software on Customer Provided Computer
Low Voltage Permits	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring with point to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	System Engineering
System Meets Plans/Drawings	Terminal Cabinets
Termination of Control Equipment Enclosures	Vertical Core Drilling
Workstations by Convergent	Workstations by Others



**Total Project Investment:**

**\$ 120,895.39**

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

*Krehl Hill*

Convergint  
Krehl Hill

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Kameron Rollins

July 22, 2024

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

#### SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

#### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

#### SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

#### SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

#### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

#### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

#### SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

#### SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

#### SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

## SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergint agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning Work.

If during the course of its Work, Convergint encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergint shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergint discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergint is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

## SECTION 11. PERSONAL DATA & SECURITY

Convergint's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergint's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergint may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergint is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergint from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergint's Privacy Policy available at <https://www.convergint.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergint provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergint will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergint will not be responsible for technical problems that may occur resulting from Convergint following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergint. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

## SECTION 12. INTELLECTUAL PROPERTY

Convergint shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergint for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

## SECTION 13. PRICE ADJUSTMENT

Convergint may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergint's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergint reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergint.

## SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergint notifies Customer of a material breach pursuant to this paragraph, Convergint may temporarily suspend its work without liability until Customer cures the breach.

## SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

## SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergint.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergint arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergint are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergint may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergint, or a sale of all or substantially all of the assets of Convergint to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergint be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergint. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergint.com/terms/>.

## **PUBLIC NOTICE 24-138**

### **Invitation for Bids**

The City of St. George is requesting sealed bids for:

### **Access Control System for The New City Hall Project , ST GEORGE, UTAH**

BIDS must be submitted in a sealed envelope prior to **Tuesday, July 23, 2024, 2:00 PM** to:

City of St. George Purchasing Dept.  
Attn: Mary Wahl  
175 E. 200 N.  
St. George, UT 84770

Each sealed envelope containing a BID must be plainly marked on the outside:

**#24-138 Access Control System for The New City Hall Project.**

Bids must either be mailed in ahead of time (preferred) or dropped off either at the front desk or via the drive-through window at City Hall. Please note that late bids for any reason will NOT be accepted.

BIDS shall be opened in an electronic meeting. Notice for the BID opening will be sent to everyone on the Distribution List prior to the BID opening.

Addenda will only be provided or sent to those on the distribution list.

To be added to the distribution list, go to:

[https://docs.google.com/forms/d/e/1FAIpQLSfk\\_S27QJLyxJEVZK\\_uum2BP-7ggE1V8Rrig\\_gPyjgbjPTBnw/viewform](https://docs.google.com/forms/d/e/1FAIpQLSfk_S27QJLyxJEVZK_uum2BP-7ggE1V8Rrig_gPyjgbjPTBnw/viewform)

To view a folder containing the bidding documents:

[https://drive.google.com/drive/folders/1uNWhL-4Zsm4\\_uI0wtRclcFID8KSez0-1?usp=sharing](https://drive.google.com/drive/folders/1uNWhL-4Zsm4_uI0wtRclcFID8KSez0-1?usp=sharing)

If either link does not work, email: [Mary.Wahl@sgcity.org](mailto:Mary.Wahl@sgcity.org)

For technical questions relating to the bid please contact: [kameron.rollins@sgcity.org](mailto:kameron.rollins@sgcity.org)

The City of St. George reserves the right to reject any or all bids or to waive any formality or technicality in best the interest of the City.

Post 7/12/2024 to 7/23/2024



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2d

**Subject:**

Consider approval of a Reimbursement Agreement with Allan Goeser for the 1050 North Sewer Extension.

**Item at-a-glance:**

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approx 1050 North 1020 West

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

The area of 1050 North 1020 West is currently served by individual septic systems. Mr. Goeser is building on a lot in the area and has agreed to extend the City's sewer line to his property rather than install an individual septic system, with participation from the City. Each year, the Wastewater Collections Division budgets funds for participation of sewer line extensions to eliminate areas of individual septic systems. With this agreement, the City would reimburse the property owner for half of the cost of the sewer line extensions, not to exceed \$71,764. Staff recommends approval of the reimbursement agreement for the sewer line extension.

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

With this reimbursement agreement, the City will contribute half of the cost of extending a sewer line to an area that is currently served by individual septic systems. The extension of the sewer line will prevent the installation of another individual septic system on the Allan Goeser property.

**Name of Legal Dept approver:** Alicia Carlson

**Budget Impact:**

Cost for the agenda item: \$71,764

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

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

N/A

Description of funding source:

User Rates

**Recommendation (Include any conditions):**

Staff recommends approval of the reimbursement agreement for the sewer line extension.



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR 1050 NORTH SEWER EXTENSION WITH ALLAN GOESER**  
*(Developer Construct-City Reimburse Developer)*

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Allan Goeser, a Individual, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

**RECITALS**

WHEREAS, Developer owns property at approximately 1070 North 1020 West, St. George, Utah (the "Property"); and

WHEREAS, Developer owns property at approximately 1070 North 1020 West, St. George, Utah (the "Property"), said property having a Washington County Tax Identifier of SG-6-2-12-3342 ; and

WHEREAS, Developer desires to construct a sewer line extension from an existing sewer line located at the 1100 West and 1050 North intersection. and desires the City participation; and

WHEREAS, the City historically participates 50% of the cost in these projects to provide sewer to existing areas that are currently on septic tanks and additionally will waive or include with the city's portion the impacts fees for the properties being connected as part 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 covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** The project includes the installation of 1,160 lineal feet of sewer and associated appurtenances including asphalt replacement, manholes, laterals, trenching, and backfill as necessary to install a functioning sewer collection system. The developer will contract with a contractor to complete the work and the City's only responsibility will be the Engineering (already complete) and reimbursement of 50% of the total costs.

2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$71,764. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.
3. **REPRESENTATIVES.** The representative for the City for this Project will be Kade Bringham. The representative for Developer will be Allan Goeser.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer 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.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Developer shall 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 the Project to the extent that it relates to

performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer 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.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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. **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.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Allan Goeser 147 Oтра Drive Ivins, Utah 84738
Attention:	Kade Bringham	Attention:	Allan Goeser

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.

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE

OWNER: Allan Goeser

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Michele Randall, Mayor

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Allan Goeser

Attest:

Approved as to form:  
City Attorney's Office

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Christina Fernandez, City Recorder

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**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2e

**Subject:**

Consider approval of a Cooperative Agency Agreement for AIP-47 for Pavement Maintenance.

**Item at-a-glance:**

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

4508 S Airport Pkwy #1

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

The City of St George was awarded a grant from the FAA for AIP-47 Pavement Maintenance at the St George Regional Airport. This includes runway 1-19, taxiway A & B, West general aviation apron, and East FBO apron. Staff recommends approval.

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

The St George Regional Airport pavement requires periodic resealing to maintain surfaces in good condition

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

# SCOPING/DESIGN CONFERENCE AGENDA

<b>Airport:</b>	St George Regional (SGU)
<b>Location (City/State):</b>	St George, Utah
<b>AIP Grant Number:</b>	3-49-0060-047-2024 (AIP)
<b>Grant Description:</b>	Seal RW 1/19, TW B and east/west general aviation aprons (pavement maintenance)
<b>Date:</b>	September 6, 2023

**Attendees**

<b>Sponsor:</b>	Rich Stehmeier – SGU
<b>Consultant:</b>	Kirt McDaniel, Kirk Nielsen, Rhonda Forde, Brad Davis – Jviation
<b>FAA:</b>	Eric Trinklein, Kevin Keith – Denver ADO
<b>Other:</b>	

**1. Project Description**

- a. Briefly describe the project, including major work components.

Route, crack-seal existing pavement cracks, apply asphalt-based surface treatment (seal coat) and remark RW 1/19 (including paved shoulders), TW B, and east/west GA aircraft-parking aprons.

Major work components:

- route/seal pavement cracks
- apply pavement surface treatment (seal coat)
- pavement marking

See attached Project Exhibit...*screen-shared via Teams during meeting*

Notes/comments/discussion:

*No comments or additional discussion(s)*

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SGU federal grant status (COVID, AIP, BIL AIG)

AIP035 (FY2020) = CARES Act  
RFR#13 processed Aug 14 2023 (64.5% reimbursed)

AIP038 (FY2021) = CRRSA  
RFR#6 (FINAL) processed Aug 7 2023 (100% reimbursed)

AIP039 (FY2021) = CRRSA/Concessions

AIP041 (FY2022) = ARPA  
RFR#1 processed Aug 14 2023 (12.7% reimbursed)

AIP042 (FY2022) = ARPA/Concessions

AIP43 (FY2022)(AIP) = Reconstruct Terminal Apron, Expand Terminal Apron (design)  
RFR#2 processed Feb 2023 (95.2% reimbursed)

## 620-03: STANDARD HANDOUT FOR PREDESIGN CONFERENCE AGENDAS

AIP44 (FY2023)(BIL AIG) = Construct apron (south general aviation apron-phase 1)  
RFR#2 processed July 2023 (47.4% reimbursed)  
\*Phase 2 (see below)

AIP045 (FY2023)(AIP) = Reconstruct Terminal Apron, Expand Terminal Apron (construction)  
SGU awaiting FY2023 AIP grant offer

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\*AIP4x (FY2024)(BIL AIG) = Construct apron (Phase 2)  
Estimated FY2024 BIL AIG grant amount = \$1.42m (+/-)

Estimated FY2024 BIL AIG grant offer schedule?

SGU actions required (eg., grant application, NEPA, etc.)?

Notes/comments/discussion:

*Feedback was not provided regarding listed open/active AIP grants (eg., AIP-35/38/39/41/42/43/44)*

*Planned FY2024 BIL AIG grant:*

*Grant number will be AIP046 per FAA*

*Oct/Nov 2023 is planned grant offer date per FAA*

*No additional actions required by SGU (eg., grant application, NEPA, etc.) per FAA*

## 2. Funding

- a. Proposed project budget:
  - i. AIP Funding
  - ii. Transfer of Entitlement Funds
  - iii. Multi-year
  - iv. Local Share/match
  - v. Passenger Facility Charge Funds
  - vi. Other Funding Sources
  - vii. Total funding

### AIP Funding

Primary entitlements available = \$1,420,000 +/- (FY2024)

Discretionary = NA

### Transfer of Entitlement Funds

Primary entitlement transfer (from/to) = NA

### Multi-Year

Primary entitlement (multi-year) = NA

### Local Share/match

Local share/match @ 9.15%

Federal share (AIP) @ 90.85%

### Passenger Facility Charge

PFCs = NA

### Other funding sources

Local (for non-federal project items)

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Total Funding	
Federal (AIP)	\$1,420,000 (+/-)
Local share/match	\$ 143,015 (+/-)
TOTAL	\$1,563,015 (+/-)
<hr/>	
SGU <b>AIP47</b> (FY2024) Seal RW 1/19, TW B and east/west general aviation aprons (pavement maintenance)	
Estimated Project Costs:	
TOTAL	\$991,000 (+/-)(admin, consultant fees, construction, etc.)
AIP	\$900,324 +/-
Local/match	\$90,676 +/-
<hr/>	
SGU <b>AIP48</b> (FY2024) Reconstruct Parallel TW A – phase I (design)	
Estimated Project Costs:	
TOTAL	\$770,500 (+/-)(admin, design consultant fees, etc.)
AIP	\$700,000 +/-
Local/match	\$70,500 +/-
<hr/>	
FY2024 Project Funding Summary	
Current project cost estimates for AIP47 & AIP48, FY2024 AIP entitlement funding is not available to complete both proposed projects ( $\Delta = <\$180,324>$ AIP) see <i>below</i>	
SGUs priority/comments - see <i>below</i>	
FAAs priority/comments - <i>no input provided</i>	
Possible AIP47 “schedules” to address funding shortage –	
Schedule I – RW 1/19 and shoulders	
Schedule II – TW B	
Schedule III – East GA apron	
Schedule IV – West GA apron	
Schedule V (nonfederal) – East/West GA apron & taxilanes (and 50' from private hangar access areas)	
Notes/comments/discussion:	
<i>There was minimal discussion about the estimated FY2024 AIP funding shortage and associated impact to the development of the AIP47 and AIP48 scope of work; Jviation will develop the AIP47 SGU/consultant services scope of work and associated design development based on the narrative included in item 1. Project Description and item 3. Scope of Project, a. Detailed Project Description</i>	
<i>SGU noted their AIP47 pavement maintenance priorities: 1) RW 1/19; 2) east GA apron; 3) TW B; 4) west GA apron; and 5) east/west GA apron &amp; taxilanes (non-federal)</i>	
<i>FAA noted the project award will be based on the qualified-low bidder for the federal project schedules (eg., the use of the proposed non-federal schedule will not be used to determine the low bidder); Jviation replied the AIP47 project contract documents will address this issue per FAA guidance</i>	

### 3. Scope Of Project

- a. Detailed Project Description
  - i. Include federal and non-federal funded work.

Seal RW 1/19, TW B and east/west GA aprons (pavement maintenance)

Federal (AIP)

RW 1/19 (150' x 9100', including 20' paved shoulders), TW B (50' x 3000' +/-) and the existing east (145,000 SY +/-) and west (34,000 SY +/-) GA aircraft-parking apron pavement cracks 1/4" (+/-) in width will be routed/filled with crack sealant, an asphalt-based surface treatment (seal coat) will be applied and afterwards standard runway, taxiway and apron pavement markings will be installed.

RW 1/19 and paved shoulders

The center section (5400') of RW 1/19 pavement was reconstructed in 2019 (AIP29/30) and had a PCI rating of 100 in 2019. The north (1200') and south (2700') RW 1/19 pavement sections initial construction date is 2010 and had a PCI rating of 80 (good) in 2015. Current PCI data is not available. Pavement maintenance was completed on the north and south pavement sections in 2021 (AIP33/37).

TW B

TW B pavement initial construction was completed in 2010 and had a PCI rating of 91 (good) in 2015. Current PCI data is not available. Periodic pavement maintenance has been completed since initial construction with the last crack fill and surface treatment completed in 2021 (AIP33/37).

East GA aircraft-parking apron

The east GA aircraft-parking apron pavement initial construction was completed in 2010 and had a PCI rating of 81 (good) in 2015. Current PCI data is not available. Periodic pavement maintenance has been completed since initial construction with the last crack fill and surface treatment completed in 2021 (AIP33/37).

West GA aircraft-parking apron

The west GA aircraft-parking apron pavement initial construction was completed in 2010 and had a PCI rating of 73 (fair) in 2015. Current PCI data is not available. Periodic pavement maintenance has been completed since initial construction with the last crack fill and surface treatment completed in 2021 (AIP33/37).

The proposed periodic maintenance will restore the airfield pavements original functionality, mitigate pavement cracking and provide a surface treatment resistant to UV rays, water and oxidation. The purpose of this project is to extend the RW 1/19, runway shoulders, TW B and the east/west GA apron pavements useful life.

Non-Federal (local)

Taxilanes to private hangars and areas located within 50 feet of private hangar access are not AIP eligible and will be included in a non-federal project schedule.

East and West apron hangar access taxilanes and areas within 50' of private hangar access pavement cracks will be routed/filled with crack sealant, an asphalt-based surface treatment (seal coat) will be applied and afterwards standard taxilane centerline pavement markings will be applied.

See attached Project Exhibit for non-federal locations

Notes/comments/discussion:

*SGU acknowledged the non-federal scope of work described above and the inclusion as a non-federal project schedule*

b. Environmental Considerations

NEPA documentation/determination required:

Documented CatEx: \_\_\_ yes \_\_\_√\_\_\_ no (*per FAA*)

FY2024 FAA Den ADO NEPA **MEMO** "Environmental Approval for Categorically Excluded Projects": \_\_\_√\_\_\_ yes (*per FAA*) \_\_\_ no

If "yes", Aviation will complete and provide the FAA and SGU a project "environmental exhibit" showing work limits, proposed contractor staging area(s) and proposed contractor access/haul road(s)

The consultant tasks above will be included in the AIP47 SGU/consultant scope of work (see Item 4. Consultant Fees below)

Notes/comments/discussion:

*No comments or additional discussion(s)*

c. Design Standards

- i. Non-standard issues that could be fixed in the project.
- ii. Project must use the *Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects* found on the FAA website. If advisory circulars are updated during the course of the project, contact your FAA project manager and refer to FAA Order 5100.38D *AIP Handbook*, for guidance on the timing of Advisory Circulars.

Non-standard design issues to be corrected:

Not applicable

Design Standards:

*AC 150/5300-13B Airport Design*  
*AC 150/5340-1M Standards for Airport Markings*  
*AC 150/5300-20 Submission of On-Airport Proposals for Aeronautical Study*  
*AC 150/5370-2G Operational Safety on Airports During Construction*  
....will be followed accordingly

"*Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects*" will be followed during the design phase.

Construction Standards:

*AC 150/5370-10H Standard Specifications for Construction of Airports*  
*AC 150/5370-2G Operational Safety on Airports During Construction*  
....will be followed accordingly

"*Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects*" will be followed during construction activities.

SGU ALP (existing)  
ARC = D-III

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FAA acceptance date: unknown

SGU ALP\* (future)  
ARC = C-III  
TDG = 3  
FAA acceptance date: TBD  
\*NOTE: all pavement areas included in AIP47 maintenance activities are designated on the "existing" and "draft" ALP (eg., AIP36 MPU (FY2020); "draft" SGU ALP being reviewed by FAA

Notes/comments/discussion:  
*No comments or additional discussion(s)*

- d. AGIS Survey Requirements (AC 150/5300-16/17/18, current versions)
  - i. Survey requirements to assure flight procedures are available when facility is operational.
  - ii. As-built survey requirements.

Not applicable  
SGU airfield "safety critical" data will not be impacted during AIP47

Notes/comments/discussion:  
*No comments or additional discussion(s)*

- e. Navigational Aids (NAVAIDS)
  - i. Identify ownership (airport or FAA).
  - ii. If FAA owned, ADO will coordinate with ATO NAS Planning and Integration to determine if project will impact existing or proposed NAVAIDS. See "Reimbursable Agreement" section.
  - iii. If the project requires new or relocated Visual Glide Slope Indicator (VGSI) or Runway End Identifier Lights (REILS), refer to Section 3g, Flight Check.

NAVAID Ownership

FAA	RW 1/19 LDA (glide slope, offset localizer)
	RW 19 MALSR
	RW 1 PAPI
	RW 19 PAPI
	RW 1 REIL
	<b>AWOS</b>
SGU	<del>AWOS</del>
	VOR

FAA denADO will coordinate with ATO NAS Planning/Integration for NAVAID impact analysis (eg., temporary shutdown requirements, etc.)

Notes/comments/discussion:  
*SGU noted the AWOS is owned/maintained by the FAA*

- f. Reimbursable Agreement(s)
  - i. Coordinate with ATO NAS Planning and Integration (NPI) to determine if any FAA owned navigational aids need to be installed, moved, or altered as part of construction.
  - ii. Sponsor must initiate a reimbursable agreement with ATO NAS Planning and Integration.
  - iii. Typically, two reimbursable agreements are needed. The preliminary engineering reimbursable agreement should be in place at least 24 months in advance of planned construction. The second reimbursable agreement is typically design and construction.
  - iv. Reimbursable agreements require advance payment to the FAA prior to starting work.
  - v. If ATO needs to bid work, NPI requires 6 to 8 months to get contract in place.

Not applicable

Notes/comments/discussion:

- g. Flight Check
  - i. In accordance with FAA Order 8200.1 *US Standard Flight Inspection Manual*, current version, a commissioning flight inspection is required for all airport lighting systems, including approach lights, REILS, runway lights, and radio control of lights, that support a public-use instrument approach procedure.
    - 1. Commissioning and inspection is required for all new VGSI with an associated IFR procedure, including circling approaches.
  - ii. The commissioning flight inspection is done through a reimbursable agreement and requires advance payment to the FAA prior to starting work.
  - iii. Refer to AC 150/5340-30, current version, for additional information on the flight check requirements and process.
  - iv. For an IFP, the flight inspection will be coordinated between Aviation Systems Standards, Technical Operations, and Flight Inspection, so no ARP action is required. Refer to NAS Coordination Guidance 2015-01, for more information.

Not applicable

Notes/comments/discussion:

- h. Instrument Flight Procedures (IFP)
  - i. Refer to ANM NAS Coordination Guidance 2015-01 for Instrument Approach Procedure (IAP) process. The commissioning flight inspection is discussed in Section 3(g).
  - ii. Does procedure publication date line up with the end of construction?
  - iii. IFP requests must be initiated through the IFP Gateway.

- iv. Flight Procedures Team (FPT) will begin pre-screening process which includes:
  - 1. Do airport standards line up with request?
  - 2. Completing necessary environmental review.
  - 3. Ensuring AGIS survey data is available and sufficient.
- v. If the request meets FPT requirements it is submitted to the Instrument Flight Procedures Validation Team for review and validation after which it goes through the IVT Prioritization team at a National level.
  - 1. Analyze the procedure request.
  - 2. Identify possible conflicts.
  - 3. Consider procedure implementation timing.
  - 4. Approve or disapprove the procedure request.
  - 5. Determine the priority of each request.
  - 6. Complete the Airports IVT checklist.
- vi. Once validated and prioritized, continue to work with FPT to ensure the publication date does not change.

Not applicable

Notes/comments/discussion:

- i. FAA Project Coordination
  - i. Identify items requiring coordination within OE/AAA. The airspace process may take 60 days for each airspace case. Use of the Northwest Mountain Region's *Airports Early Project Coordination Sheet* is encouraged even if conflict or complexity is not obvious. Potential items include:
    - 1. Construction or alteration requiring notice per 14 CFR part 77.
    - 2. Construction projects that may impact FAA facilities.
    - 3. Work in critical areas or changes to grading near equipment such as VOR, ILS Glide Slope and Localizer, Runway Visual Range (RVR) or any other equipment.
    - 4. Construction items listed in AC 150/5370-2, current version, which include, but are not limited to:
      - a. Construction Safety Phasing Plan.
      - b. Cranes, concrete pumps, drill equipment, or other equipment taller than typical construction equipment.
      - c. Batch Plants, haul routes, staging areas.
    - 5. Modification of Standards (MOS). Conduct OE/AAA review before approval of MOS that may impact existing or future aircraft operations, instrument flight procedures, navigational aids, or facilities associated, per FAA Order 5300.1, current version.
    - 6. A safety review through the FAA Airport's Division Safety Risk Management (SRM) process may require that a Project Proposal Summary be circulated in OE/AAA to various lines of business (see Section J below).
  - ii. Identify items requiring coordination outside of OE/AAA.
    - 1. Construction projects that may impact FAA facilities—coordinate with ATO NAS Planning and Integration.

2. Geometry changes at towered airports (Runway Safety and local Air Traffic Control Tower (ATCT)).
3. Airport Sponsor must contact the ATCT Manager and inform them of the project. This should be done early in the design phase by a phone call followed by an e-mail and should include the approximate dates of construction. The ATCT may initiate an ATO-led SRM evaluation of the proposed change.
4. Projects where direct line of business communication is needed.

FAA Project Coordination (oeAAA):

Reference FAA oeAAA/airspace guidance...AC 150/5300-20 *Submission of On-Airport Proposals for Aeronautical Study* (dated April 5, 2023)

- Construction or alteration requiring notice per 14 CFR Part 77  
Permanent construction (eg., project)  
Pavement maintenance – permanent construction (eg., project) studies not required

Per above referenced FAA AC:

*CHAPTER 2. TYPES OF AERONAUTICAL STUDIES, 2.3 Permanent Construction or Alteration*

*A filing notice for the rehabilitation or restoration of an existing structure or object is typically not necessary unless the sponsor makes changes above ground, to its elevation, or to its lateral dimension. A filing notice is necessary for the temporary construction activity and/or equipment to complete the work.*

If so, number of cases/points and locations to be submitted:   NA  

- Construction Safety and Phasing Plan (CSPP) (see 6. h. below)  
1 case/point per above referenced AC
- TCE (temporary construction equipment)  
Number of cases/points and locations to be submitted:      (see below)

**\*\*Does project NEPA determination impact submittal/review of above oeAAA studies?  
no per the FAA**

- MOS  
not applicable to SGU AIP47 (reference 6.e. MOS below)
- SRM  
not applicable to SGU AIP47 (reference 6. j. SRM below)

FAA Project Coordination (non-oeAAA):

- FAA owned facilities  
Reference Item 3.e. NAVAIDs
- Geometry change(s) at towered airport  
not applicable to SGU AIP47

Notes/comments/discussion:

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*FAA agreed with presentation of project oeAAA/airspace cases listed above (eg., permanent construction, CSPP and TCE)*

*Number of TCE oeAAA/airspace cases will be determined during development and completion of CSPP*

- j. FAA Airport's Safety Risk Management (SRM) Process
  - i. Refer to FAA Order 5200.11, current version, for SRM requirements and process. Work with SMS Program Manager as needed.
  - ii. Conduct a Safety Assessment for small, medium and large hub airports where the project has a triggering action as listed below:
    - 1. Approval of new or updated Airport Layout Plan (ALP).
    - 2. Approval of Construction Safety Phasing Plan (CSPP).
    - 3. Approval of Modification of Design Standards (MOS).
  - iii. Complete a Safety Assessment Screening (SAS) form. Use responses from project airspace review to complete the Safety Impact Checklist.
  - iv. If an action will have an impact beyond Airports Division (ARP) which warrants further discussion, ARP may move forward with doing a SRM Panel.
  - v. Refer to FAA SMS Desk Reference, current version, for SRM Panel guidance.

Not applicable

Notes/comments/discussion:

- k. Disadvantaged Business Enterprise (DBE)
  - i. In accordance with 49 CFR §26.45 grant recipients for airport planning or development who will award prime contracts with a cumulative value exceeding \$250,000 in FAA funds in a Federal fiscal year must have an approved DBE Program Plan on file with the Office of Civil Rights (ACR). An approved plan is valid for all DOT-assisted programs and must remain active until all financial assistance is expended. To maintain program compliance, the sponsor should review their program plan yearly, and submit an amended plan if there are significant changes in the sponsor's DBE program or the DBE Program Plan does not meet current regulations.
  - ii. The sponsor's overall DBE Goals must be submitted to ACR for review by August 1<sup>st</sup> at three-year intervals.
  - iii. Ninth Circuit Court of Appeals requires sponsors in Idaho, Montana, Oregon, and Washington to provide sufficient evidence of discrimination or its effects (e.g. Disparity Study) to establish a race-conscious and/or race-neutral DBE program.
  - iv. Tenth Circuit Court of Appeals does not require sponsors in Colorado, Utah, or Wyoming to provide evidence to establish a race-conscious and/or race-neutral DBE program.
  - v. For additional guidance contact the current Equal Opportunity Compliance Specialist for the Northwest Mountain Region.

**PROGRAM:** SGU DBE Program update in process (reference SGU AIP43)  
Submittal date: June 2023  
Approval date by FAA Civil Rights Office (CRO): TBD

**GOAL:** SGU FY2022-FY2024  
Approval date by FAA Civil Rights Office (CRO): February 3, 2022

Overall 3-year Goal = 1.98%  
1.98% Race Neutral (RN); 0% Race Conscious (RC)

FY2024 Project:  
“Pavement Preservation”

**ANNUAL REPORTING:**  
Will be included in the AIP47 sponsor/consultant SOW as an AIP eligible cost for reimbursement (reference Item 4. Consultant Fees below).

Notes/comments/discussion:  
*No comments or additional discussion(s)*

**4. Consultant Fees**

- a. Consultant fees must be developed and accepted by the ADO in accordance with AC 150/5100-14 *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*, current version, to be eligible for Federal participation.
- b. Any work performed prior to FAA acceptance is at consultant's/sponsor's own risk.
- c. Sponsor must provide to the ADO sufficient information to review and accept the negotiated fees. At a minimum, this information will include:
  - i. Detailed scope of work.
  - ii. Draft engineering contract.
  - iii. Consultant fee estimate.
  - iv. Independent fee estimate.
  - v. Cost analysis comparing estimate and the recommendation that the FAA accept the statement and analysis as evidence of cost reasonableness (see FAA Order 5100.38D, Table 3-67 Sponsor Requirements for Cost Reasonableness).
  - vi. Record of negotiations.

City of St George (SGU)/Jviation Master Agreement  
**Dated:** September 23, 2021  
**Project list** (“Scope of Work”):  
2. Pavement Preservation – airside and landside

Project consultant fee process outlined in “c” above will be followed by SGU and Jviation.

SGU AIP47 airport/consultant SOW will include the following services:  
PART A – Basic Services  
Preliminary Design  
Project coordination  
Environmental  
Grant application  
Design

	Construction plans
	Contract documents
	Technical specifications
	Airspace (oeAAA) - for CSPP & temp constr equipment
	Design report
	Bidding
PART B – Special Services	
	Construction administration
	Contract administration
	Pay requests, project status reports
	On-Site construction
	Project inspection
	Post construction
	Final report
	DBE annual reporting
	Special considerations
	not applicable
	<i>“iv. Independent Fee Estimate”...will be completed</i>
Notes/comments/discussion:	
	<i>No comments or additional discussion(s)</i>

## 5. Grant Application

- a. The AIP Handbook, FAA Order 5100.38, current version, lists required documents to include in the application. In addition to those items listed, include the following:
  - i. Project sketch
  - ii. Detailed project narrative and cost breakdown. In cost breakdown, show costs for each major project component (i.e., runway, taxiway, lighting, etc.)
  - iii. Exhibit 'A' (if requested by ADO)
  - iv. Sponsor certifications (current list is on the FAA website). The sponsor is responsible for completing and submitting signed Sponsor Certifications as listed below prior to receipt of a grant offer:
    1. Sponsor Certification of Disclosure Regarding Potential Conflicts of Interest (required for all grants).
    2. Sponsor Certification of Drug Free Workplace (required for all grants).
    3. Sponsor Certification of Selection of Consultants (required for all grants).
    4. Sponsor Certification of Project Plans and Specifications (required only for construction and equipment grants).
    5. Sponsor Certification of Equipment and Construction Contracts (required only for construction and equipment grants).
    6. Sponsor Certification of Construction Project Final Acceptance (required only for construction grants).
    7. Sponsor Certification of Real Property Acquisition (~~required only for land grants~~).

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Jviation will complete for SGU's submittal a grant/project application with required documents referenced above other than item iv. 7. Real Property Acquisition certification, which will be included with the application.

Project description:

Seal RW 1/19, TW B and east/west general aviation aprons (pavement maintenance)

Is the project description listed above acceptable to the FAA denADO? \_\_\_ yes \_\_\_ no  
*question was not asked or specifically discussed*

Does it match the FAA denADO CIP? \_\_\_ yes \_\_\_ no  
*question was not asked or specifically discussed*

Estimated funding:

Federal amount/request = \$900,324

SGU match/local share = \$90,676

Total requested = \$991,000

*SF 424 Box 12. Funding Opportunity Number (FON)/Title:*

not applicable

FY2024 AIP discr funding will not be requested

*Airport Grant Assurances:*

current assurances will be incorporated/attached

*FAA ACs Required for AIP/PFC projects:*

current AC listing will be incorporated/attached

*FAA Form 5100-145 FAA Title VI Pre-Grant Award Checklist:*

per COMPLIANCE NOTICE dated August 12, 2022, FAA will implement Title VI compliance requirements for non-hub airports in FY2024 (eg., FAA to confirm each airport probable compliance with nondiscrimination requirements before an award of an AIP grant; as a result, sponsors will be required to have a Title VI Plan and a Community Participation Plan approved by the FAA)

Checklist must be completed/submitted by the airport as a part of every FAA grant application (eg., AIP, BIL AIG, etc.)

Title VI Pre-Grant Award Checklist is required for AIP47

[Form 5100-145 - FAA Title VI Pre-Grant Award Checklist](#)

Does the Checklist impact the submittal date of the AIP47 grant application?  
*no per the FAA*

FAA actions when Checklist submitted?

*question was not asked or specifically discussed*

Notes/comments/discussion:

*FAA will communicate next SGU Title VI compliance steps once Pre-Grant Award Checklist is submitted and reviewed by FAA CRO*

*FAA stated Title VI non-compliance likely will not impact AIP47 grant offer to SGU*

**6. Design Phase**

- a. Soils Investigation and Evaluation
  - i. Conduct a soils investigation and evaluation in accordance with AC 150/5320-6 *Airport Pavement Design and Evaluation*, current version.

Not applicable

Notes/comments/discussion:

- b. Local Construction Environment
  - i. Material Availability/Properties
    - 1. The engineer should investigate the local availability and properties of construction materials. This includes contacting potential material suppliers to determine if sufficient material will be available for the project.
    - 2. Consider use of state highway materials where appropriate. Refer to AC 150/5100-13 *Development of State Aviation Standards for Airport Pavement Construction* and AC 150/5370-10 *Standard Specifications for Construction of Airports*, current versions.
  - ii. Testing Availability
    - 1. Marshall vs. Gyrotory Method
    - 2. Hamburg Wheel vs. Asphalt Pavement Analyzer (APA)

Material Availability/Properties

Construction materials meeting project specifications/properties are available and of sufficient quantity in southwestern Utah.

Testing Availability

Material testing listed above is not applicable

Notes/comments/discussion:

*No comments or additional discussion(s)*

- c. Engineer's Design Report
  - i. Review the Engineer's Design Report requirements in the AIP Handbook, Order 5100.38D, Table 3-20.
  - ii. Review Northwest Mountain Regional Guidance 620-04: Standard Handout for Engineer's Design Report for recommended report contents and format.

Aviation will complete an Engineer's Design Report following current FAA guidance referenced above

Notes/comments/discussion:

*No comments or additional discussion(s)*

- d. Pavement Classification Rating (PCR).
  - i. Review Advisory Circular 150/5335-5 *Standardized Method of Report Airport Pavement Strength – PCR*, current version, for PCR reporting requirements.

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- ii. Where the AC 150/5335-5 requirements require reporting, the airport will update the appropriate Form 5010 data elements.

Not applicable

Notes/comments/discussion:

e. Modification of Standards

- i. Use current version of applicable FAA Advisory Circulars. Any modification of standards (MOS) must be approved by FAA through the AGIS MOS Tool.
- ii. FAA Order 5300.1, current version, outlines the process and requirements for submitting a MOS. Allow at least 90 days for FAA review and coordination of a MOS.
- iii. A design MOS may be subject to airspace coordination and the SRM process (see Section 3(j) for more information).

Jviation does not anticipate any MOS(s) (e.g., design and/or construction)

Notes/comments/discussion:

*No comments or additional discussion(s)*

f. Revised Sign and Marking Plan

- i. For Part 139 airports, a revised Sign and Marking Plan from the Airport Certification Manual (ACM) must be submitted to the ADO project manager for approval by the certification inspector prior to project bid. The Sponsor should contact their certification inspector to update the ACM with the revised Sign and Marking Plan.

Jviation does not anticipate any changes to the SGU airfield guidance signs and/or pavement marking(s) during AIP47.

Notes/comments/discussion:

*No comments or additional discussion(s)*

g. Plans and Specifications

- i. Prior to advertising, submit the following as a package for FAA review:
  - 1. Bid Documents, including plans and specifications.
  - 2. Engineer's Design Report.
- ii. Ensure bid documents include current Federal Contract Provisions, Federal Wage Rates and Buy American Provisions.

Jviation will prepare and submit the bid documents (contract documents, technical specifications, engineer design report) to SGU and FAA prior to bidding for review and acceptance. Bid documents will include current/required federal contract provisions and applicable Buy American provisions.

90% plans, specifications & design report FAA review?  yes (*per FAA*)  no

Project advertisement will commence after FAA Denver ADO and SGU concurrence

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Notes/comments/discussion:

*No comments or additional discussion(s)*

- h. Construction Safety and Phasing Plan (CSPP)
  - i. Provide a CSPP in accordance with AC 150/5370-2 *Operational Safety on Airports During Construction*, current version. Submit a pdf copy of the CSPP to the ADO project manager for review. The final CSPP must be approved and incorporated into the plans and specifications.
  - ii. Discuss timing of submittal for coordination with other FAA lines of business using the airspace process. Refer to Section 3(i).
  - iii. Refer to Section 3(j) for SRM requirements.

Jviation will prepare a CSPP for the RW, TW B and general aviation apron pavement maintenance project following FAA guidance referenced above.

With input from SGU and airport users (eg., airlines, GA, etc.) during the design phase, Jviation will develop the CSPP to limit the impact to airport operations while maintaining aircraft and construction safety.

“draft” CSPP will be submitted for FAA DEN ADO review/comments

“draft” CSPP will be submitted for FAA “lines of business” review through oeAAA (reference Item 3. i. FAA Project Coordination)

“final” CSPP will be included in the SGU AIP47 plans and contract documents

Impacts to SGU:

RW 1/19

Closure

nighttime

TW B

Closure

aircraft access to west apron/hangar areas

East GA Apron

Partial closure(s)

aircraft access to east apron/FBOs/hangar areas

West GA Apron

Partial closure(s)

aircraft access to west apron/hangar areas

Project schedule/phasing topics

Proposed Schedule

2024 fall//2025 winter - crack routing/fill operations

2025 summer - pavement seal coat application/markings

Phasing

RW 1/19

Nightly closures (eg., midnight to 5.30am)

~~Other (eg., 2-3 day closure)~~

SGU input (eg., airport events, regional events (Ironman, etc.)) – *no input provided*

FAA input – *no input provided*

SRM requirements will not be applicable to SGU AIP47

Notes/comments/discussion:

*Pavement maintenance operations will impact SGU operations and users*

*Listed SGU airfield impacts were not specifically discussed*

*Jviation stated initial ideas/thoughts about the project phasing plan will be similar to SGU AIP33/37(FY2021) when RW 1/19, TW B, the east and west GA apron pavement maintenance was completed*

*Jviation will coordinate initial/proposed project phasing concepts with SGU during CSPP development*

i. Security

- i. The airport must meet any Transportation Security Administration requirements in accordance with 49 CFR part 1542. Items exceeding the minimum requirements of 49 CFR part 1542 are not eligible for AIP funds.

SGU/Jviation will follow required TSA requirements during construction activities

Notes/comments/discussion:

*No comments or additional discussion(s)*

**7. Construction Phase**

- a. FAA-ATO Strategic Event Coordination (SEC) Form
  - i. Submit the SEC Form to the Western Service Area e-mail address on the form at least 45 days in advance of any runway closure. The form can be found on the OE/AAA website.
  - ii. Significant impacts to the NAS due to airport projects requires submittal and coordination of the SEC Form. Any event listed below that causes a closure of 4 hours or greater for consecutive days, or a causing a closure greater than 24 hours requires the submission.
    - 1. Events at large hub airports (DEN, SEA, SLC, etc.) requiring SEC Form submittal:
      - a. Partial or full runway or taxiway closure.
      - b. Temporary shutdown of NAVAIDS.
    - 2. Events at all other airports requiring SEC Form submittal:
      - a. Partial or full runway closure.
      - b. Temporary shutdown of NAVAIDS.

FAA ATO SEC form will be required for AIP47

RW 1/19 will be impacted (eg., temporary/nightly closures) and temporary shutdown of RW 1/19 NAVAIDS (eg., LDA, MALSR, PAPIs, REILs, etc.) will take place during construction activities, events requiring the completion/submittal of FAA ATO SEC Form.

**620-03: STANDARD HANDOUT FOR PREDESIGN CONFERENCE AGENDAS**

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Notes/comments/discussion:

*No comments or additional discussion(s)*

b. Construction Management Program (CMP)

- i. A CMP is required when the cost of the pavement structure (including subgrade, base courses, and surface courses) exceeds \$500,000. The ADO project manager may require the sponsor to provide a CMP for paving projects less than \$500,000. The CMP must be submitted prior to the start of construction. See AC 150/5370-12 *Quality Management for Federally Funded Airport Construction Projects*, current version, for CMP requirements. The CMP is a separate document from the Contractor Quality Control Program required by AC 150/5370-10.

Not applicable

Notes/comments/discussion:

c. Requirements During Construction

- i. Conduct a pre-construction conference in accordance with AC 150/5300-9 *Pre-design, Prebid, and Preconstruction Conferences for Airport Grant Projects*, current version.
- ii. Per AC 150/5370-10 current version, Item C-100, for federally funded projects over \$500,000 where paving is the major work item, a Contractor Quality Control Program (CQCP) is required, and a Quality Control/Quality Assurance workshop must be conducted. It is strongly encouraged that a CQCP be developed for all projects.
- iii. Ensure performance reports and/or weekly construction progress reports are submitted.
- iv. Change orders should be coordinated with FAA project manager prior to implementation, or it is at Sponsor's risk for eligibility determination later on.
- v. Submit periodic quality assurance (QA) test results during construction for FAA review.
- vi. Ensure the contractor meets Federal contract requirements (i.e., payroll review, required posters, etc.).

*Pre-bid and pre-construction conferences:*

Referenced meetings will be conducted per guidance above

*Contractor Quality Control Program (CQCP) and QC/QA Workshop:*

Not applicable

*Weekly Construction Progress Reports:*

aviation will complete and submit FAA weekly construction reports

*Change Order administration:*

As applicable, project change orders will be administered as described above

*Periodic QA test results submittals:*

Not applicable

*Federal contract requirements review (i.e., payroll review, etc.):*

aviation will monitor that the contractor displays required job-site posters (e.g., wage rates, EEO, etc.) and review contractor certified payrolls.

Notes/comments/discussion:

*No comments or additional discussion(s)*

## **8. Equipment**

- a. Aircraft Rescue & Fire Fighting (ARFF) Vehicle
  - i. The size of the ARFF vehicle is determined by airport index under Part 139. Follow AC 150/5220-10 *Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicle*, current version, for requirements and specifications.
  - ii. Auxiliary/ancillary equipment must be pre-approved and procured separately.

Not applicable

- b. Snow Removal Equipment (SRE)
  - i. For Part 139 airports, the certification inspector will help determine the type of equipment needed at the airport and include in the airport's Snow and Ice Control Plan. Follow AC 150/5220-20, *Airport Snow and Ice Control Equipment*, and AC 150/5200-30, *Airport Field Condition Assessments and Winter Operations Safety*, current versions, for requirements.
  - ii. For non-Part 139 airports, refer to the AIP Handbook, Order 5100.38, current version, for eligibility requirements.

Not applicable

- c. Other Equipment
  - i. Precision Approach Path Indicators (PAPIs) and Runway End Identifier Lights (REILs)
    - 1. Flight check is required.
  - ii. Automated Weather Reporting System (AWOS)
    - 1. Refer to AC 150/5220-16 *Automated Weather Observing Systems (AWOS) for Non-Federal Application*, current version, for requirements.
    - 2. In general, an AWOS III or better may require a Benefit-Cost Analysis.
    - 3. Coordinate with Service Center Non-Federal Program Implementation Manager for commissioning process.
    - 4. For AWOS III or better, a reporting contract with Weather Message Switching Center may be needed

Not applicable

## **9. Project Closeout**

## 620-03: STANDARD HANDOUT FOR PREDESIGN CONFERENCE AGENDAS

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- a. Review project closeout requirements per ANM Regional Guidance 620-05: Standard Handout for Final Reports including:
  - i. Summary of test results (projects with pavement structure greater than \$500,000).
  - ii. Provide a pdf copy of the final FAARFIELD output for as-constructed pavement.
  - iii. Updated Airport Master Record (FAA Form 5010).
  - iv. Revised or Updated ALP/Exhibit A Property Map/Sign and Marking Plan.
  - v. Non-expendable personal property form (equipment).

Aviation will assist SGU to administer AIP47 project closeout following current FAA guidance referenced above.

*Summary of tests results:*

RW pavement surface friction/skid resistance testing will be summarized

*Final FAARFIELD output for as-constructed pavement:*

Not applicable

*FAA Form 5010 Airport Master Record update:*

Not applicable; 5010 data not impacted

*ALP Update/Revision:*

Not applicable

*Exhibit A Update/Revision:*

Not applicable

*Sign and Marking Plan Update/Revision:*

Not applicable

*Non-Expendable personal property:*

Not applicable

*Notes/comments/discussion:*

*No comments or additional discussion(s)*

### 10. Project Schedule

- a. Develop a project schedule to set milestones for grant accomplishment (see sample project schedule at the end of this document). The schedule should be referenced regularly and updated as the schedule changes.

See attached AIP47 "Project Development Schedule"

*Notes/comments/discussion:*

*No comments or additional discussion(s)*

### 11. Other

- a. \_\_\_
- b. \_\_\_

## 620-03: STANDARD HANDOUT FOR PREDESIGN CONFERENCE AGENDAS

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a. Airport Sponsor Risk Assessment (RA) currency -

b. SAMs currency -

Notes/comments/discussion:

*SGU RA currency...per FAA this was completed in FY2023, therefore not applicable in FY2024; SGU RA will be updated in FY2026*

*SGU SAMS currency...per FAA, SGUs SAMS expires Feb 28, 2024; SGU will monitor this expiration date and renew in Feb 2024*

## AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT DEVELOPMENT SCHEDULE

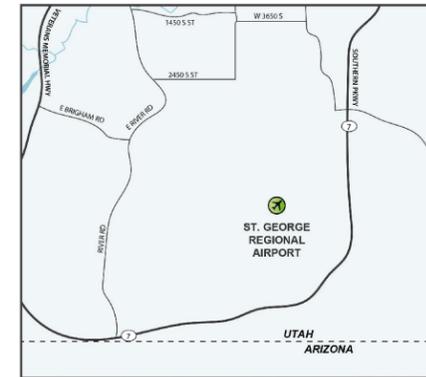
<b>Airport:</b>	St George Regional (SGU)
<b>Location (City/State):</b>	St George, Utah
<b>AIP Grant Number:</b>	3-49-0060-047-2024 (AIP)
<b>Grant Description:</b>	Seal RW 1/19, TW B and east/west general aviation aprons (pavement maintenance)

ITEM	DATE		COMMENTS
	ESTIMATED	ACTUAL	
1. Environmental Documentation Submitted	11/2/23		CatEx Exhibit (only)
2. Environmental Documentation Approved	2/20/24		
3. Scope of Work and Record of Negotiations Submitted to FAA	11/1/24		-Scope to SGU and FAA -Record of Negotiations
4. Consultant Fees Accepted by FAA	11/15/24		
5. DBE Program and Goals Submitted to Civil Rights (if applicable)	6/23 -	- 2/3/2022	Program - reference AIP43 Goals – reference AIP43
6. Grant Application Submitted by Sponsor	1/24/24		
7. Construction Safety and Phasing Plan Submitted for Airspace Review	2/15/24		
8. Modification of Standards Submitted	NA		
9. Draft Plans, Specifications, and Design Report Submitted for FAA Review	3/1/24		
10. Documents Reviewed by FAA and Returned with Comments	3/14/24		
11. Final Acceptance by FAA	4/1/24		
12. Design-only Grant Closeout Submitted to FAA	NA	NA	
13. Advertising Date	4/9/24		
14. Bid Opening Date	5/9/24		
15. Recommendation of Award and Bid Tab Submitted by Sponsor	5/16/24		
16. Grant Issued	TBD		
17. Notice to Proceed Date	TBD		
18. Substantial Completion Date	TBD		
19. Final Inspection	TBD		
20. Airport Facility Diagram Updated	NA	NA	
21. Grant Closeout Submitted to FAA	TBD		

# CONSTRUCTION PLANS FOR IMPROVEMENTS TO ST. GEORGE REGIONAL AIRPORT

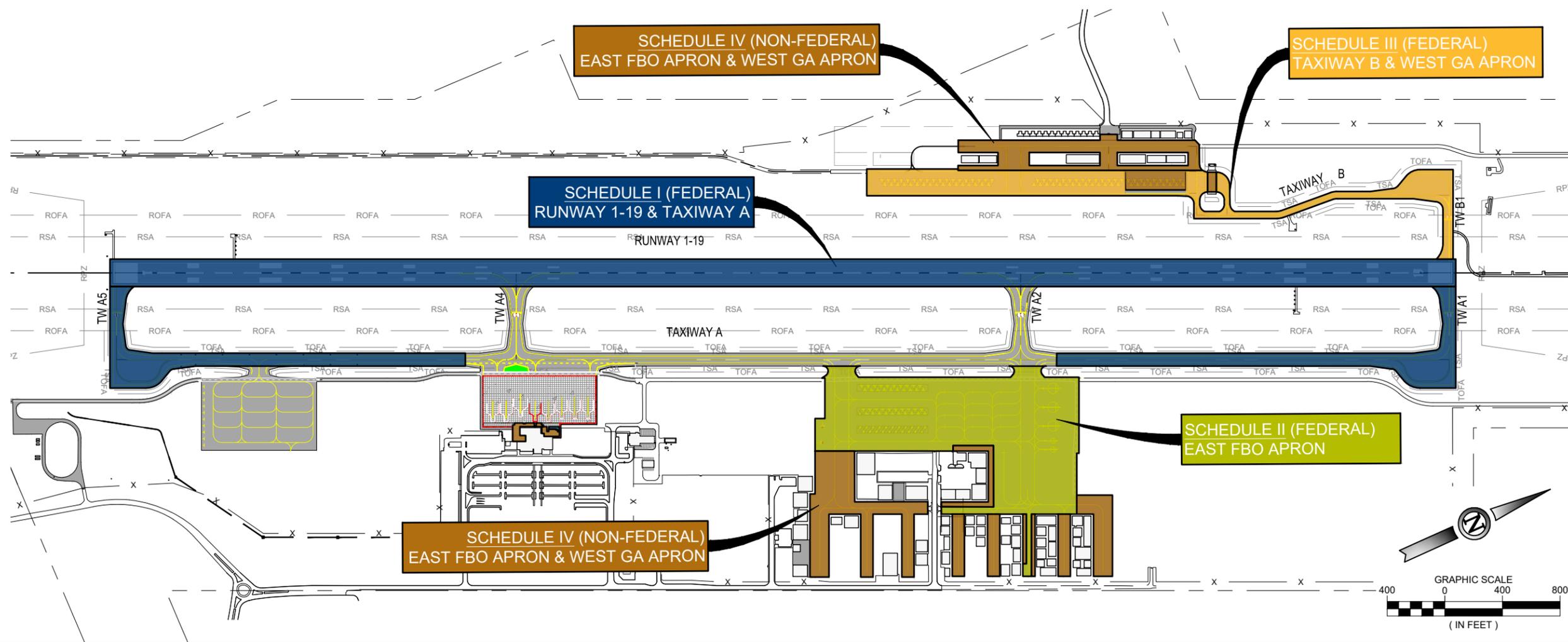
ST. GEORGE, UTAH

A.I.P. PROJECT NO. 3-49-0060-047-2024



- **SCHEDULE I •**  
(FEDERAL)  
RUNWAY 1-19 & TAXIWAY A
- **SCHEDULE III •**  
(FEDERAL)  
TAXIWAY B & WEST GA APRON

- **SCHEDULE II •**  
(FEDERAL)  
EAST FBO APRON
- **SCHEDULE IV •**  
(NON-FEDERAL)  
EAST FBO APRON & WEST GA APRON



**WOOLPERT**

35 SOUTH 400 WEST  
SUITE 200  
ST. GEORGE, UTAH 84770  
PHONE: 435.673.4677  
FAX: 435.673.8484

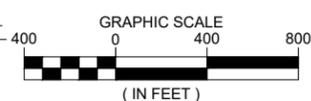
SPONSORED BY  
• CITY OF ST. GEORGE  
• FEDERAL AVIATION ADMINISTRATION

PREPARED FOR:  
ST. GEORGE REGIONAL AIRPORT  
4550 S AIRPORT PARKWAY  
ST. GEORGE, UT 84770

**ISSUED FOR REVIEW**

THESE DRAWINGS ARE FOR DESIGN REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

KIRT J MCDANIEL PE-181491 04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.



DES: L.O.B.	ISSUE RECORD			
	NO.	BY	DATE	DESCRIPTION
DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
CH: C.L.G.				
APP: K.J.M.				

PAVEMENT MAINTENANCE

COVER SHEET

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

SHEET NAME G001  
SHEET NO. 1 of 31

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INDEX OF DRAWINGS		
SHEET NO.	SHEET I.D.	SHEET DESCRIPTION
1	G001	COVER SHEET
2	G002	INDEX OF DRAWING - SUMMARY OF APPROXIMATE QUANTITIES
3	G003	GENERAL NOTES
4	G004	MASTER LEGEND & ABBREVIATION
5	G005	SURVEY CONTROL PLAN
6	G050	CONSTRUCTION SAFETY OVERALL PHASING PLAN
7	G051	CONSTRUCTION SAFETY NOTES
8	G052	CONSTRUCTION SAFETY PHASING PLAN - PHASE 1
9	G053	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2A/3A
10	G054	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2B/3B
11	G055	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2C/3C
12	G056	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2D/3D
13	G057	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2E/3DE
14	G058	CONSTRUCTION SAFETY PHASING PLAN - PHASE 2F/3F
15	G070	ENVIRONMENTAL EXHIBIT
16	C200	CRACK SEAL PLAN AND NOTES
17	C201	SEAL COAT PLAN AND NOTES
18	C250	CRACK SEAL DETAILS AND NOTES
19	C700	PAVEMENT MARKING PLAN - STA 42+00 TO 88+50 RUNWAY 1-19
20	C701	PAVEMENT MARKING PLAN - STA. 88+50 TO 135+00 RUNWAY 1-19
21	C702	PAVEMENT MARKING PLAN - TAXIWAY A
22	C703	PAVEMENT MARKING PLAN - TAXIWAY A
23	C704	PAVEMENT MARKING PLAN - TAXIWAY B
24	C705	PAVEMENT MARKING PLAN - WEST APRON
25	C706	PAVEMENT MARKING PLAN - SOUTHWEST AREA - EAST FBO APRON
26	C707	PAVEMENT MARKING PLAN - NORTHWEST AREA - EAST FBO APRON
27	C708	PAVEMENT MARKING PLAN - SOUTHEAST AREA - EAST FBO APRON
28	C709	PAVEMENT MARKING PLAN - NORTHEAST AREA - EAST FBO APRON
29	C750	PAVEMENT MARKING DETAILS
30	C751	PAVEMENT MARKING DETAILS
31	C752	PAVEMENT MARKING DETAILS

SUMMARY OF APPROXIMATE QUANTITIES										
ITEM NO.	ITEM DESCRIPTION	UNITS	SCHEDULE I (FEDERAL)		SCHEDULE II (FEDERAL)		SCHEDULE III (FEDERAL)		SCHEDULE IV (NON-FED)	
			ESTIMATE	AS BUILT	ESTIMATE	AS BUILT	ESTIMATE	AS BUILT	ESTIMATE	AS BUILT
C-105a	Mobilization	LS	1		1		1		1	
P-605a	Routed Crack Seal	LF	45,200		73,200		10,400		46,900	
P-605b	Reseal Crack Seal	LF	72,300		135,200		33,500		97,900	
P-605c	Routed Crack Seal on Grooved Runway	LF	48,900							
P-605d	Reseal Crack Seal on Grooved Runway	LF	66,100							
P-605e	Concrete Joint Seal, Self-Leveling	LF	70						630	
P-608a	Emulsified Asphalt Seal Coat	SY	81,500		143,000		65,800		100,300	
P-608-Ra	Rapid Cure Seal Coat	SY	207,100							
P-619a	Rubber Removal	SF	73,500							
P-620a	Temporary Pavement Markings	SF	34,500		13,150		16,250		5,600	
P-620b	Permanent Pavement Markings	SF	214,700		13,150		30,250		5,600	
P-620c	Pavement Marking Obliteration	SF	82,550							

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KIRT J MCDANIEL PE-181491 04/05/2024  
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DES: L.O.B.	ISSUE RECORD			
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DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
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PAVEMENT MAINTENANCE

INDEX OF DRAWING  
SUMMARY OF APPROXIMATE QUANTITIES

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

SHEET NAME  
G002

SHEET NO.  
2 of 31

**GENERAL NOTES**

- IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, OR REPRESENT A SIGNIFICANT DIFFERENCE BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, THE CONTRACTOR SHALL CONTACT THE RESIDENT PROJECT REPRESENTATIVE (RPR) IMMEDIATELY.
- ALL REFERENCES TO ANY PUBLISHED STANDARDS SHALL REFER TO THE LATEST REVISION OF SAID STANDARD, UNLESS SPECIFICALLY STATED OTHERWISE.
- PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM SHALL BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED.
- WHENEVER, IN THE CONTRACT DOCUMENTS, THE WORDS "PROVIDE", "FURNISH", "INSTALL", "FURNISH AND INSTALL", OR SIMILAR WORDS ARE USED, IT SHALL BE UNDERSTOOD THAT THE INTENT OF THE CONTRACT DOCUMENTS IS TO PROVIDE FOR THE CONSTRUCTION AND COMPLETION IN EVERY DETAIL THE WORK DESCRIBED. IT IS FURTHER INTENDED THAT THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, TESTING, AND INCIDENTALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE DRAWINGS (PLANS), SPECIFICATIONS, AND TERMS OF THE CONTRACT.
- CONTRACTOR SHALL KEEP A SET OF AS-BUILT DRAWINGS ON-SITE AND MAKE AVAILABLE TO THE RPR AT ALL TIMES. AS-BUILT SET SHALL BE SUBMITTED TO THE RPR AT THE COMPLETION OF THE JOB. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING ALL AS-BUILT INFORMATION DURING THE PROJECT. THE CONTRACTOR SHALL NOTE, AND BRING TO THE ENGINEER'S ATTENTION, ANY DISCREPANCIES BETWEEN THE CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS.
- ALL DAMAGE TO UTILITIES, PAVEMENT, EQUIPMENT, OR STRUCTURES FROM CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPORTED TO THE RPR. THE RPR SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE RPR FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE SPONSOR AND TO THE APPROVAL OF THE RPR.
- THE CONTRACTOR SHALL PROVIDE WORKMANSHIP AND MATERIALS THAT ARE OF GOOD QUALITY AND COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL PROVIDE WORK, EQUIPMENT AND MATERIALS THAT COMPLY WITH FAA REQUIREMENTS AND ALL LOCAL CODES.
- CONTRACTOR SHALL PROVIDE THE NECESSARY NUMBER OF RADIOS FOR HIS/HER WORKFORCE.
- SWEeper(S) SHALL BE AVAILABLE AT ALL TIMES TO CLEAN FOREIGN OBJECT DEBRIS (FOD) FROM HAUL ROUTE OR OTHER AREAS ADJACENT TO CONSTRUCTION ACTIVITY. CONTRACTOR SHALL CONSTANTLY MONITOR AIRCRAFT MOVEMENT AREAS FOR FOD AND IMMEDIATELY REMOVE ALL DEBRIS.
- PRIOR TO OPENING OR CLOSING A RUNWAY OR TAXIWAY, THE CONTRACTOR MUST, THROUGH THE AIRPORT, GIVE NOTICE USING THE NOTICE TO AIR MISSIONS (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME AND DATE OF COMMENCEMENT OF CONSTRUCTION AND THE DURATION OF THE CLOSURE.
- DESIGNS CONTAINED HEREIN ARE BASED ON SPECIFIED EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REDESIGN FOR EQUIPMENT SUBSTITUTIONS TO THE APPROVED SPECIFICATIONS AT NO ADDITIONAL COST TO THE AIRPORT. THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS, SAMPLES AND DESIGN DRAWINGS FOR THE ENGINEER'S APPROVAL A MINIMUM OF SEVEN (7) DAYS PRIOR TO ORDERING.
- ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY. ALL WORK SHALL BE INSPECTED AND APPROVED BY THE RPR.

- DIMENSIONING FOR LAYOUTS AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWINGS. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE RPR FOR CLARIFICATION AND RECORD DIMENSIONS ON AS-BUILT DRAWINGS.
- CONTRACTOR SHALL HAVE A COPY OF THE CURRENT FAA ADVISORY CIRCULAR (AC) 150/5340-1M, "STANDARDS FOR AIRPORT MARKINGS" ON SITE AT ALL TIMES. ANY DISCREPANCY BETWEEN INFORMATION SHOWN ON THE PLAN SHEETS AND THE AC SHALL BE COORDINATED WITH THE RPR FOR DIRECTION.
- DURING SEAL COAT OPERATIONS, THE CONTRACTOR SHALL HAVE A REPRESENTATIVE FROM THE MANUFACTURER ON SITE TO ENSURE THAT THE OPERATIONS ARE PERFORMED TO MANUFACTURERS RECOMMENDATIONS.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) CURRENT COPY OF THE APPROVED PLANS (INCLUDING ANY CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, FIELD DIRECTIVES, ETC.), ONE (1) CURRENT COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.

**PERMITTING**

- THE CONTRACTOR SHALL SUBMIT A COPY OF ALL PERMITS REQUIRED FOR THE PROJECT TO THE ENGINEER FOR REVIEW.

**SITE ACCESS AND STAGING**

- DURING CONSTRUCTION, THE CONTRACTOR SHALL MINIMIZE DISTURBANCES TO ALL CONSTRUCTION AREAS AND ACCESS ROUTES. THIS INCLUDES EQUIPMENT AND VEHICULAR RUTS CREATED IN ANY PAVEMENTS, ANY HAUL/ACCESS ROADS, OR ANY INFIELD/SAFETY AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OR ROADS. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE AIRPORT AND TO THE SATISFACTION OF THE RPR.
- BEFORE ESTABLISHING SITE ACCESS AND HAUL ROUTES, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE RPR. WHEN POSSIBLE, ACCESS/HAUL ROUTES SHALL UTILIZE EXISTING ROADS. THE CONTRACTOR SHALL MAINTAIN AIRPORT SECURITY AT ALL TIMES.
- ALL DAMAGE TO UTILITIES, PAVEMENT, EQUIPMENT, OR STRUCTURES FROM CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY REPORTED TO THE RPR. THE RPR SHALL DETERMINE WHETHER REPAIR OR REPLACEMENT IS NECESSARY. ALL REPAIR METHODS SHALL BE SUBMITTED TO THE RPR FOR REVIEW AND APPROVAL PRIOR TO INITIATING THE WORK. REPAIRS SHALL BE MADE AT NO ADDITIONAL COST TO THE AIRPORT AND TO THE APPROVAL OF THE RPR.
- CONTRACTOR SHALL EXAMINE THE EXISTING PAVEMENTS THAT WILL BE USED FOR HAULING OF MATERIAL AND EQUIPMENT, AND DETERMINE THE PAVEMENTS ABILITY TO WITHSTAND CONTRACTOR OPERATIONS WITHOUT CAUSING DAMAGE TO THE PAVEMENT. ANY DAMAGE CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE APPROVAL OF THE RPR AND AT NO ADDITIONAL COST TO THE AIRPORT.
- DURING ANY NIGHTTIME OPERATIONS ALL AREA LIGHTING SHALL FACE IN DIRECTIONS AS DIRECTED BY THE RPR. AT NO TIME SHALL LIGHT PLANTS BE LEFT RUNNING WHEN CONSTRUCTION OPERATIONS ARE NOT IN PROCESS.
- ALL CONTRACTOR EMPLOYEES SHALL BE REQUIRED TO PARK IN THE CONTRACTORS DESIGNATED STAGING AREA ONLY AND SHALL BE DRIVEN TO THE PROJECT SITE BY DESIGNATED CONSTRUCTION VEHICLES.
- WHENEVER CONSTRUCTION TRAFFIC IS REQUIRED TO CROSS AN ACTIVE RUNWAY, TAXIWAY, TAXILANE, OR INTERRUPT NORMAL TRAFFIC FLOW ON APRONS OR RAMPS, THE CONTRACTOR SHALL PROVIDE FLAGGERS AT THE CROSSING(S) AS REQUIRED BY THE CONSTRUCTION PHASING DRAWINGS OR AS DIRECTED BY THE RPR OR THE AIRPORT (INCIDENTAL TO ITEM C-105).

**UTILITIES**

- THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL NOT BE SCALED FOR EXACT LOCATION. LOCATION OF EXISTING DUCT BANK, CIRCUITING, UTILITIES AND STRUCTURES SHOWN ON THESE DRAWINGS IS BASED ON AVAILABLE INFORMATION AND IS NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL OF THESE ITEMS ARE SHOWN.
- ANY INTERRUPTION OF AN EXISTING SYSTEM OR UTILITY SERVICE SHALL BE COORDINATED AND APPROVED BY THE AIRPORT AND THE AUTHORITY, AGENCY, OR UTILITY HAVING JURISDICTION, PRIOR TO STARTING WORK INCLUDING CONTACTING THE AIRPORT AND FAA.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES. REPAIRS DEEMED NECESSARY BY THE RPR WILL BE COMPLETED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE AIRPORT. SEE SECTION 50 OF THE CONTRACT DOCUMENTS AND THE "CONSTRUCTION STAKING AND LAYOUT" NOTES CONTAINED IN THESE GENERAL NOTES SHEETS FOR ADDITIONAL NOTES REGARDING UTILITY LOCATES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR MAY UTILIZE THE FOLLOWING TOLL FREE TELEPHONE NUMBER PROVIDED BY BLUE STAKES OF UTAH 1-800-662-4111.

**SUBMITTALS**

- THE CONTRACTOR SHALL SUBMIT A DETAILED LISTING OF ALL SUBMITTALS (E.G., MIX DESIGNS, MATERIAL CERTIFICATION, AND PRODUCT INFORMATION) AND SHOP DRAWINGS REQUIRED BY THE TECHNICAL SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE ENGINEER'S APPROVAL AT LEAST SEVEN (7) DAYS PRIOR TO ORDERING.

**TRAFFIC CONTROL**

- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND PROVIDING ALL REQUIRED TRAFFIC CONTROL FOR THE PROJECT'S ACCESS LOCATIONS, INCLUDING ANY REQUIREMENTS OF ST. GEORGE CITY. ALL ASSOCIATED COSTS ARE INCIDENTAL TO CONSTRUCTION AND WILL NOT BE PAID SEPARATELY.
- THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH LOCAL JURISDICTIONAL REQUIREMENTS FOR APPROVAL PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ANY AND ALL TRAFFIC CONTROL DEVICES.

**MATERIAL SUPPLY AND DISPOSAL**

- ALL MATERIALS MUST BE OBTAINED FROM AN UNDESIGNATED SOURCE UNLESS OTHERWISE IDENTIFIED IN THE PLANS OR SPECIFICATIONS.
- ALL WASTE MATERIALS SHALL BE REMOVED FROM THE AIRPORT PROPERTY AT NO COST TO THE AIRPORT UNLESS OTHERWISE DIRECTED BY THE AIRPORT.

**SAFETY**

- DURING CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH FAA AC 150/5370-2G, "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION".
- THE CONTRACTOR SHALL REVIEW THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) CONTAINED IN THE CONTRACT DOCUMENTS, AND PREPARE FOR APPROVAL BY THE ENGINEER. A SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) PRIOR TO NOTICE TO PROCEED, AS REQUIRED PER FAA AC 150/5370-2G.
- ALL VEHICLES AND EQUIPMENT WORKING REGULARLY ON THE PROJECT SITE SHALL BE REQUIRED TO BE EQUIPPED WITH STANDARD FAA MARKINGS PER FAA AC 150/5210-5D, "PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AN AIRPORT" OR BE ESCORTED BY A PROPERLY MARKED VEHICLE. AN ORANGE AND WHITE 3 FOOT BY 3 FOOT FAA STANDARD VEHICLE FLAG MAY BE USED DURING DAYTIME OPERATIONS OR A FLASHING BEACON MAY BE USED AT ANY TIME. FAILURE TO PROVIDE SUCH MARKINGS OR ESCORT FOR ANY EQUIPMENT INSIDE THE AIRPORT PERIMETER FENCE WILL PRECLUDE THAT EQUIPMENT FROM OPERATING ON THE PROJECT. DELAYS CAUSED DUE TO LACK OF CONFORMANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. BACKUP ALARMS SHALL BE ADJUSTED FOR SURROUNDING NOISE LEVELS. TRITON HARK-ALARM OR APPROVED EQUAL.
- THE CONTRACTOR SHALL COORDINATE THE USE OF TWO EXISTING AIRPORT OWNED LIGHTED RUNWAY CLOSURE MARKERS (RCM) WITH THE AIRPORT. RCM'S ARE PORTABLE, TRAILER MOUNTED, DIESEL GENERATOR POWERED UNITS, CAPABLE OF PRODUCING A LIGHTED, FLASHING CROSS. THE RCM'S SHALL BE CERTIFIED TO MEET THE REQUIREMENTS OF FAA SPECIFICATION L-893. THE CONTRACTOR SHALL PLACE THE MARKERS OVER THE RUNWAY 1/19 DESIGNATION NUMBERS AT ALL TIMES WHEN RUNWAY IS CLOSED TO AIR TRAFFIC. THE CONTRACTOR SHALL MAKE SURE THE RCM'S ARE PROPERLY ANCHORED, SO THEY CANNOT MOVE IN HEAVY WINDS. THE CONTRACTOR SHALL FURNISH ALL DIESEL FUELS, OIL CHANGES, FILTERS, LAMPS, MAINTENANCE AND REPAIRS ENCOUNTERED DURING THE PROJECT. OIL CHANGES SHALL TAKE PLACE FOR EVERY 150 HOURS OF OPERATION AND THE OIL SHALL BE CHANGED ONE FINAL TIME BEFORE RETURNING THE EQUIPMENT TO THE AIRPORT. ANY DAMAGE, WHICH RESULTS FROM THE CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIRED BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE AIRPORT, PRIOR TO RETURNING THE EQUIPMENT BACK TO THE AIRPORT AND WITHIN 5 DAYS OF THE END OF THE PROJECT DAY COUNT. RCM'S SHALL BE TRANSFERRED AND STORED ON AN IMPROVED SURFACE. ALL COSTS ASSOCIATED WITH USE, OPERATION, AND MAINTENANCE OF RCM'S SHALL BE INCLUDED IN ITEM C-105.
- CONTRACTOR SHALL MAINTAIN AIRPORT PERIMETER SECURITY FOR THE DURATION OF THE PROJECT. ANY REVISIONS TO FENCE ALIGNMENT SHALL BE COORDINATED WITH RPR FOR APPROVAL AT LEAST ONE WEEK PRIOR TO CONSTRUCTION. ALL COSTS SHALL BE INCIDENTAL TO PROJECT BID ITEMS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING, BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
- CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS THROUGH PROJECT SITE AT ALL TIMES. ALL ROADWAYS (TEMPORARY OR PERMANENT) SHALL BE MAINTAINED BY CONTRACTOR.

**QUANTITIES**

- ALL STATED QUANTITIES ARE CONSIDERED APPROXIMATE. ACTUAL QUANTITIES WILL BE DETERMINED BY THE RPR FROM WORK IN-PLACE.
- ACTUAL RATES OF APPLICATION WILL BE DETERMINED BY THE RPR.
- THE PROJECT PAY ITEMS PROVIDED ARE TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED..

**EROSION CONTROL**

- THE CONTRACTOR SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THE UTAH PERMIT FOR STORM WATER DISCHARGE, THE STORM WATER MANAGEMENT PLAN, THE EROSION CONTROL PLAN, AND ALL REQUIREMENTS OF THE LOCAL DRAINAGE AUTHORITY.
- ALL STRUCTURAL EROSION CONTROL MEASURES SHALL BE INSTALLED, AT THE LIMITS OF CONSTRUCTION, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREA IS STABILIZED WITH HARD SURFACE OR LANDSCAPING.
- CONTRACTOR SHALL MAINTAIN POSITIVE DUST CONTROL DURING THE ENTIRE PROJECT DURATION. THE METHOD OF DUST CONTROL EMPLOYED DURING ALL PHASES SHALL BE SUBMITTED FOR APPROVAL BY THE RPR. DUST CONTROL SHALL BE EMPLOYED DURING ANY PROJECT SHUTDOWN PERIODS, WINTER OR OTHERWISE. PAYMENT FOR THIS WORK SHALL BE INCIDENTAL TO THE VARIOUS ITEMS OF WORK, AND NO SEPARATE PAYMENT WILL BE MADE.
- ANY EROSION CONTROL FACILITY DAMAGED OR DESTROYED PREMATURELY, BY ANY MEANS, SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR.
- TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL SUCH TIME AS ALL TRIBUTARY-DISTURBED AREAS ARE SUFFICIENTLY STABILIZED IN THE OPINION OF THE PUBLIC WORKS INSPECTOR OR RPR, TO MINIMIZE EROSION POTENTIAL.
- WHEN TEMPORARY EROSION CONTROL MEASURES ARE REMOVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEAN-UP AND REMOVAL OF ALL SEDIMENT AND DEBRIS FROM ALL DRAINAGE AND OTHER PUBLIC FACILITIES.

**CONSTRUCTION STAKING AND LAYOUT**

- REQUIRED VERIFICATION/AS-BUILT SURVEY SHALL BE PROVIDED ELECTRONICALLY IN AN ENGINEER APPROVED FORMAT AND SHALL INCLUDE POINT NUMBER, NORTHING, EASTING, ELEVATION, AND DESCRIPTION (PNEZD, COMMA DELIMITED FORMAT).
- THE ESTABLISHMENT OF SURVEY CONTROL AND/OR REESTABLISHMENT OF SURVEY CONTROL SHALL BE BY A STATE LICENSED LAND SURVEYOR.
- CONTROLS AND STAKES DISTURBED OR SUSPECT OF HAVING BEEN DISTURBED SHALL BE CHECKED AND/OR RESET AS DIRECTED BY THE RPR WITHOUT ADDITIONAL COST TO THE AIRPORT.

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		DR: L.O.B.	NO.	BY	DATE	DESCRIPTION		G003		SHEET NO.
		CH: C.L.G.					AIP PROJ. NO. 3-49-0060-047-2024		WOOLPERT PROJ. NO. 10018951	3 of 31
		APP: K.J.M.								

**MASTER LEGEND**

**SITE**

- EXISTING PAVEMENT
- EXISTING CENTERLINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING SWALE FLOW LINE
- EXISTING FENCE
- EXISTING FENCE (BARBED WIRE)
- EXISTING FENCE (SPLIT RAIL)
- EXISTING GUARD RAIL
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- EXISTING LEASE LINE
- XXXXXX REMOVE ITEM
- ABANDON ITEM
- EXISTING ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING GRAVEL AREA
- EXISTING ASPHALT MILLINGS AREA
- EXISTING WETLAND AREA
- EXISTING BUILDING
- EXISTING PAINT MARKING
- EXISTING WAY FINDING SIGN
- EXISTING SURVEY MONUMENT
- SINGLE GATE
- GATE CONTROLLER
- AIRCRAFT TIE DOWN
- FENCE POST
- DOUBLE GATE
- CARD READER

**NATURAL GAS**

- GAS
- EXISTING NATURAL GAS LINE
- EXISTING NATURAL GAS METER
- EXISTING NATURAL GAS VALVE
- EXISTING NATURAL GAS MANHOLE
- EXISTING NATURAL GAS LINE MARKER
- EXISTING NATURAL GAS CATHODIC PROTECTION

**SANITARY SEWER**

- SAN
- EXISTING SANITARY SEWER LINE
- EXISTING SANITARY SEWER
- EXISTING SANITARY SEWER

**STORM SEWER & UNDERDRAIN**

- EXISTING STORM SEWER
- EXISTING TRENCH DRAIN
- EXISTING UNDERDRAIN
- EXISTING STORM INLET
- EXISTING STORM MANHOLE
- EXISTING UNDERDRAIN CLEANOUT
- EXISTING UNDERDRAIN INSPECTION PIT
- EXISTING DEICING FLUID INLET
- EXISTING DEICING FLUID VALVE
- EXISTING STORM FLARED END SECTION
- EXISTING STORM HEADWALL
- EXISTING UNDERDRAIN MANHOLE
- EXISTING DEICING FLUID MANHOLE

**WATER & IRRIGATION**

- WAT
- EXISTING WATER LINE
- EXISTING WATER METER
- EXISTING WATER LINE MARKER
- EXISTING WATER VALVE

**SAFETY & NAVAIDS**

- EXISTING RUNWAY SAFETY AREA
- EXISTING RUNWAY OBJECT FREE AREA
- EXISTING TAXIWAY SAFETY AREA
- EXISTING TAXIWAY OBJECT FREE AREA
- EXISTING RUNWAY PROTECTION ZONE
- NAVAID CRITICAL AREA
- EXISTING BUILDING RESTRICTION LINE
- EXISTING AIRPORT BEACON
- EXISTING MAL S LIGHT
- EXISTING MAL S STROBE LIGHT
- EXISTING LOCALIZER SYSTEM
- EXISTING WIND CONE
- EXISTING REIL
- EXISTING VOR SYSTEM
- EXISTING TORNADO SIREN
- EXISTING PAPI SYSTEM
- EXISTING MAL S LIGHT BAR
- EXISTING MAL S STROBE LIGHT BAR
- EXISTING VASI SYSTEM
- EXISTING WIND SOCK
- EXISTING AWOS SYSTEM
- EXISTING AIRFIELD ANTENNA

**ABBREVIATIONS**

AB	ABANDONED	INT	INTERSECTION	R	RADIUS
AC	ACRE	JFD	JET FUEL DISTRIBUTION	RCP	REINFORCED CONCRETE PIPE
ADG	AIRPORT DESIGN GROUP	L	LENGTH	ROFA	RUNWAY OBJECT FREE AREA
ARFF	AIRPORT RESCUE AND FIRE FIGHTING	LF	LINEAL FEET	RPZ	RUNWAY PROTECTION ZONE
AOA	AIRPORT OPERATIONS AREA	LLWAS	LOW LEVEL WIND SHEAR ALERT SYSTEM	RSA	RUNWAY SAFETY AREA
BMP	BEST MANAGEMENT PRACTICES	LS	LUMP SUM	RW	RUNWAY
BP	BEGINNING POINT OF ALIGNMENT	MGAL	THOUSAND GALLON	SAF	SANITARY SEWER (FORCE MAIN)
C	CURVE	MH	MANHOLE	SAG	SANITARY SEWER (GRAVITY)
CDC	CEDAR CITY REGIONAL AIRPORT	MO	MONTH	SDG	STORM WATER DRAINAGE (GRAVITY)
CL	CENTERLINE	N	NORTHING COORDINATE	SF	SQUARE FEET
CY	CUBIC YARD	NGS	NATURAL GAS	SGU	ST. GEORGE REGIONAL AIRPORT
Δ	DELTA ANGLE	NO.	NUMBER	SHT	SHEET
DIP	DUCTILE IRON PIPE	NOAA	NATIONAL OCEANOGRAPHIC & ATMOSPHERIC ADMINISTRATION	SOI	SAND/OIL INTERCEPTOR
DIW	DIRTY INDUSTRIAL WASTE	NIC	NOT IN THIS CONTRACT	SPA	SPACES
E	EASTING COORDINATE	NTP	NOTICE TO PROCEED	STA	STATION
EA	EACH	NTS	NOT TO SCALE	STL	STEEL
EDB	ELECTRICAL DUCT BANK	OC	ON CENTER	SY	SQUARE YARD
EF	EACH FACE EL ELEVATION	OH	OVERHEAD LINES	T1F	TYPE 1 DE-ICING FLUID
EL	ELECTRICAL LINES	OS	OFFSET FROM ALIGNMENT	TW	TAXIWAY
EOP	EDGE OF PAVEMENT	OSHA	OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION	TOFA	TAXIWAY OBJECT FREE AREA
EP	ENDING POINT OF ALIGNMENT	PB	ELECTRICAL PULL BOX	TSA	TAXIWAY SAFETY AREA
EW	EACH WAY	PC	POINT OF CURVATURE	TYP	TYPICAL
FAA	FEDERAL AVIATION ADMINISTRATION	PCR	POINT OF REVERSE CURVATURE	UDOT	UTAH DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION	PGL	PROFILE GRADE LINE	UG	UNDERGROUND
FID	FLIGHT INFORMATION DUCT (FAA)	PI	POINT OF INTERSECTION	UMH	UNDERDRAIN MANHOLE
FOD	FOREIGN OBJECT DEBRIS	PPVC	PERFORATED UNDERDRAIN PIPE	VC	VERTICAL CURVE
FOMO	FIXED OR MOVEABLE OBJECT	PT	POINT OF TANGENT	VSR	VEHICLE SERVICE ROAD
GAL	GALLON	PVC	POINT OF VERTICAL CURVATURE	WMD	WASTE WATER MANAGEMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE	PVC	POLYVINYL CHLORIDE	WWF	WELDED WIRE FABRIC
ID	INSIDE DIAMETER	PVI	POINT OF VERTICAL INTERSECTION		
ILS	INSTRUMENT LANDING SYSTEM	PVT	POINT OF VERTICAL TANGENT		
INV	INVERT				

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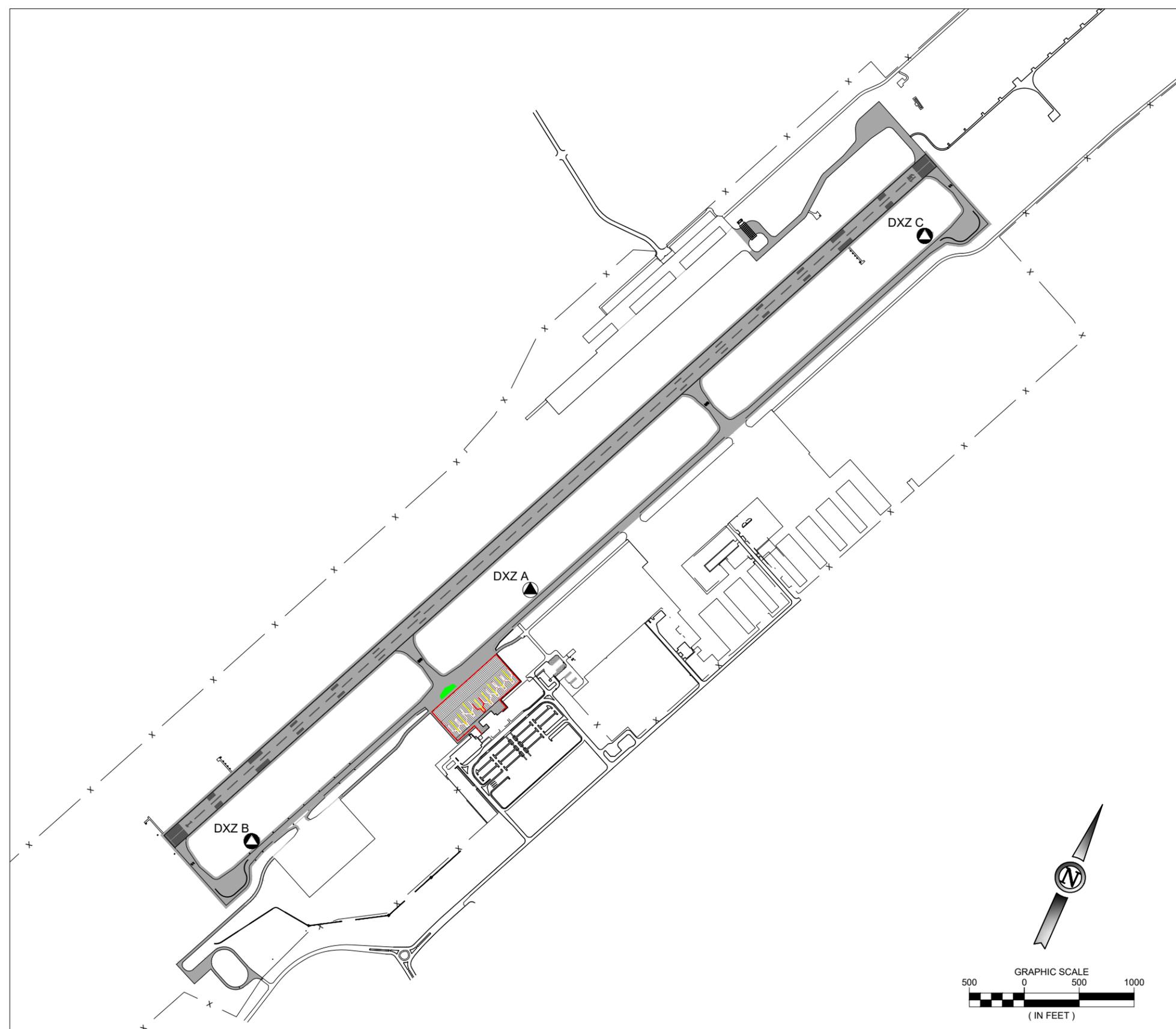


DES: L.O.B.	ISSUE RECORD			
	NO.	BY	DATE	DESCRIPTION
DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
CH: C.L.G.				
APP: K.J.M.				

PAVEMENT MAINTENANCE

<b>MASTER LEGEND &amp; ABBREVIATION</b>	
AIP PROJ. NO. 3-49-0060-047-2024	WOOLPERT PROJ. NO. 10018951

<b>SHEET NAME</b>	G004
<b>SHEET NO.</b>	4 of 31



AIRPORT SURVEY CONTROL DATA					
POINT NAME	PID	NORTHING	EASTING	ELEVATION	DESCRIPTION
DXZ A	DM3653	9982612.57	1053810.61	2851.59 (BM) (P)	PACS (STAINLESS STEEL ROD)
DXZ B	DM3654	9979494.71	1052422.36	2830.11 (P)	SACS (STAINLESS STEEL ROD)
DXZ C	DM3655	9987014.75	1055781.35	2875.97 (P)	SACS (STAINLESS STEEL ROD)

(BM) ELEVATION BENCHMARK, (G) GPS DERIVED ELEVATION, (P) PUBLISHED ELEVATION

SURVEY LEGEND	
	PACS - PRIMARY AIRPORT CONTROL STATION
	SACS - SECONDARY AIRPORT CONTROL STATION
	PROJECT TEMPORARY SURVEY CONTROL POINT
	RUNWAY END MONUMENT

**PROJECT DATUM STATEMENT**

COORDINATE SYSTEM: NAD83(2011)  
 STATE PLANE ZONE: UTAH SOUTH ZONE 4303  
 UNITS: U.S. SURVEY FEET (SFT)  
 GEOID MODEL: GEOID12B

PROJECT COORDINATES ARE STATE PLANE GROUND COORDINATES.  
 PROJECT BROUGHT TO GROUND AT "DXZ A" (PACS)

LAT: 37°02'02.94815" N  
 LONG: 113°30'34.85679" W

ELLIPSOID HEIGHT: 2771.24 FT  
 NAVD88 ELEVATION: 2851.59 FT (VERTICAL BM)

GROUND SCALE FACTOR: 1.0000962490

DXZ A, THE PRIMARY AIRPORT CONTROL STATION (PACS), IS TO BE HELD AS THE SITE VERTICAL BENCHMARK.

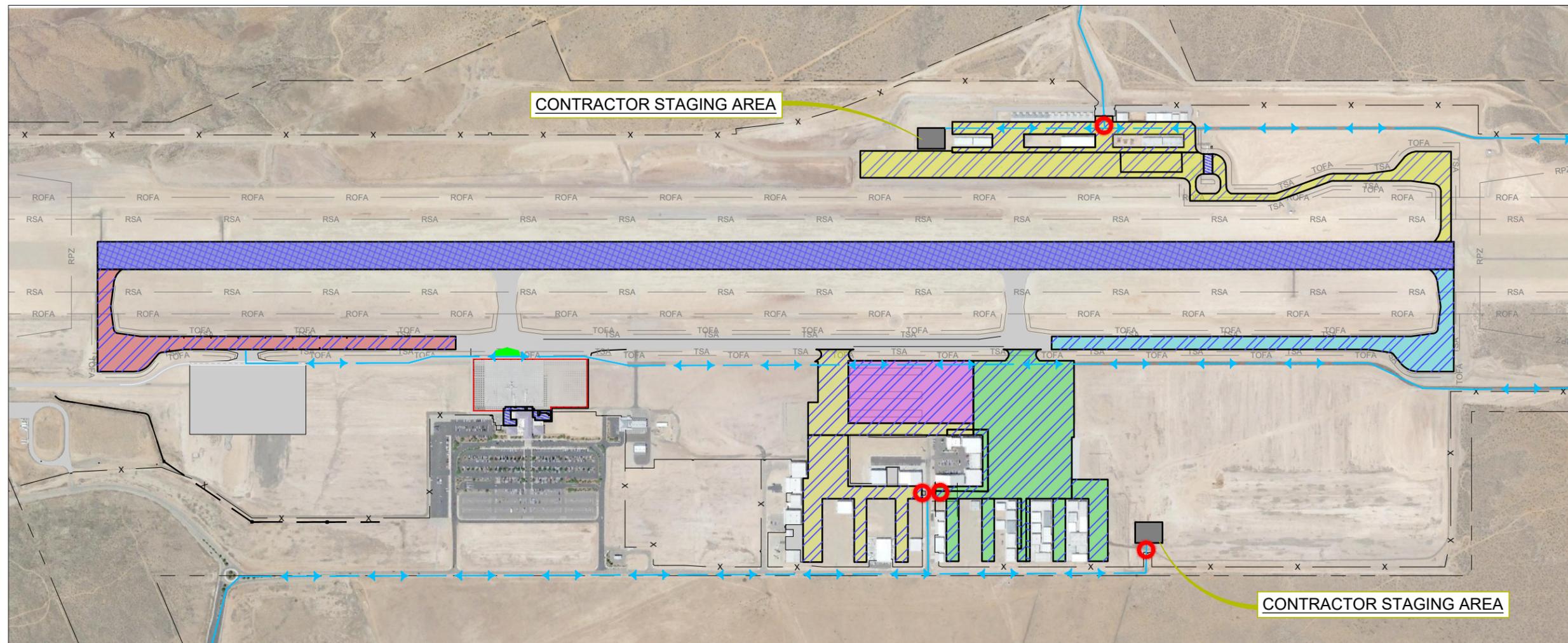
LAST SURVEY WAS COMPLETE BY JVIATION ON MARCH 2022

- SURVEY NOTES:**
- REFER TO GENERAL NOTES FOR ADDITIONAL INFORMATION.
  - CONTRACTOR SHALL VERIFY AIRPORT CONTROL POINTS PRIOR TO CONSTRUCTION ACTIVITIES AND REPORT DISCREPANCIES TO THE ENGINEER.
  - CONTRACTOR SHALL PROTECT AND PRESERVE THE AIRPORT SURVEY CONTROL STATIONS.

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		DES: L.O.B.	ISSUE RECORD				PAVEMENT MAINTENANCE	SURVEY CONTROL PLAN		SHEET NAME
		DR: L.O.B.	NO.	BY	DATE	DESCRIPTION				G005
		CH: C.L.G.	1	KJM	04/05/2024	ISSUED FOR REVIEW			SHEET NO.	
		APP: K.J.M.							5 of 31	
							AIP PROJ. NO. 3-49-0060-047-2024	WOOLPERT PROJ. NO. 10018951		



### PHASING LEGEND

- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- RSA - RUNWAY SAFETY AREA
- ROFA - RUNWAY OBJECT FREE AREA
- TSA - TAXIWAY SAFETY AREA
- TOFA - TAXIWAY OBJECT FREE AREA
- RPZ - RUNWAY PROTECTION ZONE
- NAVIAID CRITICAL AREA
- AOA FENCE
- CONTRACTOR GATE ACCESS

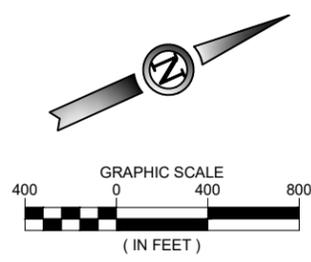
- PHASE 1A, SCHEDULE I, II, III & IV
- PHASE 1B, SCHEDULE I (NIGHT WORK)
- PHASE 1C, SCHEDULE I & IV
- PHASE 2A/3A, SCHEDULE II, III & IV
- PHASE 2B/3B, SCHEDULE II & IV
- PHASE 2C/3C, SCHEDULE II
- PHASE 2D/3D, SCHEDULE I (NIGHT WORK)
- PHASE 2E/3E, SCHEDULE I
- PHASE 2F/3F, SCHEDULE I

### PROJECT SCHEDULE

PHASE	DURATION	0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	
PHASE 1	30 WORKING DAYS																		
PHASE 1 (NIGHT WORK)	14 WORKING DAYS																		
PHASE 2	11 WORKING DAYS																		
PHASE 2 (NIGHT WORK)	14 WORKING DAYS																		
PHASE 3	5 WORKING DAYS																		
PHASE 3 (NIGHT WORK)	8 WORKING DAYS																		

### SAFETY & OBJECT FREE AREAS

RUNWAY 1/19	
RUNWAY SAFETY AREA (RSA)	250' FROM RW CENTERLINE
RUNWAY EXTENDED SAFETY AREA (RSA)	1000' FROM RW END
RUNWAY OBJECT FREE AREA (ROFA)	400' FROM RW CENTERLINE
TAXIWAYS	
TAXIWAY SAFETY AREA (TSA)	58' FROM TW CENTERLINE
TAXIWAY OBJECT FREE AREA (TOFA)	85.5' FROM TW CENTERLINE



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PAVEMENT MAINTENANCE

CONSTRUCTION SAFETY OVERALL PHASING PLAN

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

SHEET NAME G050  
SHEET NO. 6 of 31

**RADIO COMMUNICATION FREQUENCY 123.075 MHZ**

WHEN ON OR NEAR THE AIRFIELD, ALL RADIO COMMUNICATIONS WILL USE THE FREQUENCY LISTED ABOVE .

**1. COORDINATION**

ALL COORDINATION WILL TAKE PLACE THROUGH THE RPR AND AIRPORT OPERATIONS MANAGER. NO CLOSURES WITHIN THE MOVEMENT AREAS WILL BE PERMITTED WITHOUT A NOTAM IN PLACE FOR EACH SPECIFIC CLOSURE. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL GIVE 72 HOURS ADVANCE NOTICE TO THE RPR AND AIRPORT OPERATIONS FOR FILING OF ALL NOTAMS.

A WEEKLY CONSTRUCTION PROGRESS MEETING WILL BE REQUIRED TO DISCUSS ALL OPERATIONAL SAFETY TOPICS THAT HAVE BEEN AFFECTED OR WILL BE AFFECTED IN THE NEAR FUTURE. IN ATTENDANCE WILL BE THE CONTRACTOR, RPR, AND AIRPORT PERSONNEL.

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RPR AND AIRPORT OPERATIONS MANAGER. ALL PARTIES WILL EVALUATE THE IMPACT OF THE CHANGE AND WILL DETERMINE THE MEASURES NEEDED TO MAINTAIN A SAFE CONSTRUCTION SITE.

AIRPORT RUNWAYS AND TAXIWAYS SHOULD REMAIN IN USE BY AIRCRAFT TO THE MAXIMUM EXTENT POSSIBLE.

AIRCRAFT USE OF AREAS NEAR THE CONTRACTOR'S WORK SHOULD BE CONTROLLED TO MINIMIZE DISTURBANCE TO THE CONTRACTOR'S OPERATION.

CONSTRUCTION THAT IS WITHIN THE SAFETY AREA OF AN ACTIVE RUNWAY, TAXIWAY, OR APRON MUST BE PERFORMED WHEN THE RUNWAY, TAXIWAY, OR APRON IS CLOSED OR USE-RESTRICTED AND INITIATED ONLY WITH PRIOR PERMISSION FROM THE AIRPORT OPERATOR AND WITH PROPER NOTAMS IN PLACE.

THE CONTRACTING OFFICER, AIRPORT OPERATOR, OR OTHER DESIGNATED AIRPORT REPRESENTATIVE MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS; MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION; BARRICADE ANY OPEN TRENCHES AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

**2. PHASING**

THIS PROJECT CONSISTS OF THREE PHASES. SEE CONSTRUCTION SAFETY DRAWINGS FOR PHASING REQUIREMENTS.

CONTRACTOR TO NOTIFY RPR AND AIRPORT OPERATIONS MANAGER IF A CHANGE IN SCHEDULE IS NEEDED.

**3. AREAS AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY**

ALL WORK WITHIN AIRPORT OPERATIONS AREA (AOA) SHALL CONFORM TO FAA AC 150/5370-2G.

CONTRACTOR SHALL ADHERE TO REQUIREMENTS AS MENTIONED ON THIS SHEET, THE CSPP, AND CONSTRUCTION SAFETY DRAWINGS. THESE REQUIREMENTS INCLUDE, BUT ARE NOT LIMITED TO, LIFE & SAFETY ACCESS ROUTES, AIRCRAFT ROUTES, PEDESTRIAN ROUTES, CONSTRUCTION ACCESS ROUTES, CONSTRUCTION LIMITS, AND BARRICADE LOCATIONS.

**4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)**

DURING CONSTRUCTION, NO NAVAID EQUIPMENT WILL BE RELOCATED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING NAVAIDS AND WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE AIRPORT.

**5. CONTRACTOR ACCESS**

CONTRACTOR HAS ACCESS TO FOUR (4) GATES TO ENTER THE AIRPORT. SEE CONSTRUCTION SAFETY DRAWINGS FOR GATE LOCATIONS. CONTRACTOR SHALL PROVIDE A GATE GUARD AT THESE GATES AT ALL TIMES WHEN A GATE IS NOT CLOSED AND LOCKED.

CONTRACTOR MOVEMENT SHALL BE RESTRICTED TO THE PRE-DETERMINED ACCESS ROUTES AS SHOWN ON CONSTRUCTION SAFETY DRAWINGS.

ALL VEHICLES AND EQUIPMENT OPERATING IN THE AOA MUST HAVE FLAG (DAY ONLY) OR BEACON (DAY AND NIGHT) ATTACHED TO THE VEHICLE.

CONTRACTOR IS REQUIRED TO ADHERE TO ALL RULES AND REGULATIONS AS SET BY THE AIRPORT AND FAA AC 150/5370-2G.

ALL APPROVED DRIVERS MUST ATTEND AND PASS THE AIRPORT DRIVING CLASS AND TEST. THIS TRAINING IS REQUIRED FOR ALL PERSONNEL THAT ARE REQUIRED TO EITHER BE BADGED OR PLAN ON OPERATING A VEHICLE IN THE AOA.

VEHICLE TRAFFIC LOCATED IN OR CROSSING AN ACTIVE MOVEMENT AREA MUST BE ESCORTED BY AIRPORT OPERATIONS WHO WILL BE IN RADIO CONTACT WITH THE UNICOM. THE DRIVER, THROUGH PERSONAL OBSERVATION, SHOULD CONFIRM THAT NO AIRCRAFT IS APPROACHING THE VEHICLE POSITION. CONTRACTOR PERSONNEL MAY OPERATE IN THE MOVEMENT AREA WITHOUT TWO-WAY RADIO COMMUNICATION PROVIDED A NOTAM IS ISSUED CLOSING THE AREA AND THE AREA IS PROPERLY MARKED TO PREVENT INCURSIONS. CONTINUOUS MONITORING IS REQUIRED ONLY WHEN EQUIPMENT MOVEMENT IS NECESSARY IN CERTAIN AREAS.

CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH THE RPR AND AIRPORT OPERATIONS PRIOR TO ENTERING ANY ACTIVE SURFACE SAFETY AREAS OR OBJECT FREE AREAS.

CONTRACTOR, SUBCONTRACTOR, AND SUPPLIER EMPLOYEES OR ANY UNAUTHORIZED PERSONS ARE RESTRICTED FROM ENTERING AN AIRPORT AREA THAT WOULD BE HAZARDOUS.

**6. WILDLIFE MANAGEMENT**

CONTRACTOR SHALL ADHERE TO ALL WILDLIFE MANAGEMENT PRACTICES AS STATED IN FAA AC 150/5200-33B, "HAZARDOUS WILDLIFE ATTRACTIONS ON OR NEAR AIRPORTS", AND CERTALERT 98-08, "GRASSES ATTRACTIVE TO HAZARDOUS WILDLIFE".

CONTRACTOR IS RESPONSIBLE FOR COMPLETING A DAILY INSPECTION FOR TRASH, FOREIGN OBJECTS, AND STANDING WATER ON THE CONSTRUCTION SITE THAT MIGHT ATTRACT WILDLIFE.

CONTRACTOR SHALL MAINTAIN ALL FENCES AND GATES THROUGHOUT THE PROJECT TO THE SATISFACTION OF THE RPR.

CONTRACTOR SHALL NOTIFY THE RPR WHEN A WILDLIFE SIGHTING HAS OCCURRED ON THE PROJECT SITE.

**7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT**

CONTRACTOR SHALL KEEP ALL PAVEMENTS IN THE AOA INCLUDING APRONS, TAXIWAYS, AND RUNWAYS FREE FROM FOD AT ALL TIMES TO PREVENT ANY DEBRIS FROM BEING INGESTED INTO AN AIRCRAFT'S ENGINE OR ANY DEBRIS FROM BEING LAUNCHED DUE TO JET BLAST.

CONTRACTOR IS REQUIRED TO CONTINUOUSLY MONITOR AND MAINTAIN FOD TO THE SATISFACTION OF THE RPR.

PRIOR TO OPENING ANY PAVEMENT TO AIRCRAFT, THE CONTRACTOR, RPR, AND AIRPORT OPERATIONS SHALL CONDUCT A SWEEP OF THE PAVEMENT TO VERIFY THAT THE PAVEMENT IS FREE FROM FOD.

THE CONTRACTOR IS ADVISED THAT DUST CONTROL, CLEANUP OF ACTIVE PAVEMENTS, TRACKING DEBRIS ONTO ACTIVE PAVEMENT AND GENERAL JOBSITE CLEANLINESS IS A SERIOUS SAFETY CONCERN. FOD IS CONSIDERED AS ANY ITEM THAT COULD POSSIBLY IMPACT THE OPERATIONS OF AN AIRPORT OR ROADWAY. FOD COULD CAUSE INJURY OR DEATH THROUGH INGESTION IN MOVING AIRCRAFT ENGINES. SPECIFIC ITEMS OF CONCERN INCLUDE, BUT ARE NOT LIMITED TO: ANY PACKAGING FROM MATERIAL INSTALLATION, GRAVEL LEFT ON ACTIVE PAVEMENTS, DUST TRACKED ONTO ACTIVE PAVEMENTS, HAND TOOLS, HARDWARE DROPPED, ETC.

**8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT**

CONTRACTOR SHALL NOTIFY RPR AND AIRPORT EMERGENCY PERSONNEL IF HAZARDOUS MATERIALS ARE ENCOUNTERED ON THIS PROJECT.

**9. NOTIFICATION OF CONSTRUCTION ACTIVITIES**

AGENCY NAME	AGENCY TYPE	TELEPHONE
ST. GEORGE REGIONAL AIRPORT ADMINISTRATION	AIRPORT ADMINISTRATION	(435) 627-4080
ST. GEORGE POLICE DEPARTMENT	POLICE	(435) 627-4300 OR 911
ST. GEORGE FIRE DEPARTMENT	FIRE RESCUE	(435) 627-4150 OR 911
ST. GEORGE REGIONAL HOSPITAL	HOSPITAL / URGENT CARE	(435) 251-1000
AIRPORT OPERATIONS	AIRPORT OPERATIONS	(435) 703-0805
BLUE STAKES OF UTAH	UTILITY LOCATE	(800) 662-4111 OR 811

BEFORE BEGINNING ANY CONSTRUCTION ACTIVITY, THE CONTRACTOR MUST, THROUGH THE RPR AND AIRPORT OPERATIONS, GIVE NOTICE USING THE NOTICE TO AIR MISSIONS (NOTAM) SYSTEM OF PROPOSED LOCATION, TIME, AND DATE OF COMMENCEMENT OF CONSTRUCTION. ALL NOTAMS SHALL BE ISSUED BY AIRPORT OPERATIONS. UPON COMPLETION OF WORK AND RETURN OF ALL SUCH AREAS TO STANDARD CONDITIONS, THE CONTRACTOR MUST COORDINATE WITH THE RPR AND VERIFY THE CANCELLATION OF ALL NOTICES ISSUED VIA THE NOTAM SYSTEM. THROUGHOUT THE PROJECT DURATION, THE CONTRACTOR MUST:

- A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN FAA AC 150/5370-2G.
- B. CONDUCT ACTIVITIES SO AS NOT TO VIOLATE ANY SAFETY STANDARDS CONTAINED IN FAA AC 150/5370-2G OR ANY OF THE REFERENCES THEREIN.
- C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.
- D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.
- E. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS, PROVISIONS, AND PROCEDURES OUTLINED IN CONSTRUCTION SAFETY PHASING PLAN (SEE DIV. 6 OF THE CONTRACT DOCUMENTS).

ANY CHANGES TO SCOPE OR SCHEDULE MUST BE NOTIFIED TO THE RPR AND AIRPORT OPERATIONS MANAGER SO THAT NOTAMS CAN BE ISSUED, MAINTAINED, AND CANCELED.

IN AN EVENT OF AN EMERGENCY, CONTRACTOR SHALL NOTIFY THE RPR, AIRPORT OPERATIONS MANAGER, AND AIRPORT EMERGENCY.

**10. INSPECTION REQUIREMENTS**

CONTRACTOR SHALL COMPLETE A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE BY COMPLETING THE CHECKLIST PROVIDED IN FAA AC 150/5370-2G, APPENDIX D, "CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST".

THE CONTRACTOR, RPR AND AIRPORT OPERATOR MUST PERFORM ONSITE INSPECTIONS THROUGHOUT THE PROJECT, WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES, WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR SCOPE CHANGE.

CONTRACTOR SHALL COMPLETE A FINAL INSPECTION FOR SAFETY ON THE PROJECT SITE AT THE END OF EACH PHASE.

**11. RUNWAY AND TAXIWAY VISUAL AIDS**

FLASHER BARRICADES, ARE TO BE PLACED AS DETAILED IN THE PLANS AND IN ALL DESIGNATED AREAS AS SHOWN ON THE CONSTRUCTION SAFETY DRAWINGS.

APPROVED FLASHER BARRICADES SHALL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR.

(RCMS) SHALL BE PROVIDED BY THE AIRPORT AND MAINTAINED BY THE CONTRACTOR.

CONTRACTOR TO COVER ALL RUNWAY EDGE LIGHTS, TAXIWAY EDGE LIGHTS, TAXIWAY SIGNS, RUNWAY SIGNS, AND APRON EDGE LIGHTS FOR AREAS CLOSED BY NOTAM TO THE APPROVAL OF THE RPR.

**12. MARKING AND SIGNS FOR ACCESS ROUTES**

ALL REQUIRED SIGNS AND MARKINGS SHALL CONFORM TO FAA AC 150/5340-18F, "STANDARD FOR AIRPORT SIGN SYSTEMS", OR THE FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

ALL SIGNS ADJACENT TO AREAS USED BY AIRCRAFT MUST COMPLY WITH THE FRANGIBLE REQUIREMENTS AS STATED IN FAA AC 150/5220-23A, "FRANGIBLE CONNECTIONS".

**13. HAZARD MARKINGS AND LIGHTING**

PRIOR TO CLOSING ANY AREAS IN THE AOA TO AIRCRAFT OR EMERGENCY TRAFFIC, CONTRACTOR MUST CLEARLY DEFINE CLOSED AREAS WITH WARNING LIGHTS, BARRICADES, CLOSED 'X' MARKINGS, RCMS, AND FLAGS TO THE APPROVAL OF THE RPR. CONTRACTOR TO REFER TO CONSTRUCTION SAFETY DRAWINGS.

HAZARDOUS AREAS ON THE MOVEMENT AREA WILL BE MARKED WITH FLASHER BARRICADES. THESE BARRICADES RESTRICT ACCESS AND MAKE HAZARDS OBVIOUS TO AIRCRAFT, PERSONNEL, AND VEHICLES. DURING PERIODS OF LOW VISIBILITY AND AT NIGHT, IDENTIFY HAZARDOUS AREAS WITH RED FLASHING LIGHTS.

**14. PROTECTION OF RUNWAY AND TAXIWAY AREAS**

SAFETY AREAS - CONTRACTOR SHALL NOT IMPEDE ON THE SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTAM.

OBJECT FREE AREAS - CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THIS AREA. ALL OBJECTS OR MATERIALS ADJACENT TO THIS AREA SHALL BE PROPERLY MARKED/LIT PER FAA AC 150/5370-2G. CONTRACTOR CANNOT WORK IN ACTIVE TAXIWAY OBJECT FREE AREA WITHOUT WING WALKERS TO MAINTAIN A 5' CLEARANCE FROM THE WINGSPAN OF THE AIRCRAFT TO CONSTRUCTION EQUIPMENT OR MATERIAL.

OBSTACLE FREE ZONE- CONTRACTOR TO PREVENT PERSONNEL, MATERIAL, AND/OR EQUIPMENT FROM PENETRATING THE OBSTACLE FREE ZONE AS DEFINED IN FAA AC 150/5300-13B, "AIRPORT DESIGN".

**15. AIRPORT SECURITY**

CONTRACTOR SHALL ADHERE TO AIRPORT SECURITY REQUIREMENTS AT ALL TIMES. SECURITY IDENTIFICATION BADGES AND RELATED AIRPORT FAMILIARIZATION REQUIREMENTS ARE MANDATORY. KEY CONSTRUCTION SUPERINTENDENTS AND ANY OTHER PERSONNEL DEEMED NECESSARY BY THE AIRPORT SHALL BE REQUIRED TO BE BADGED BY THE AIRPORT, COMPLETE A SECURITY CLASS AND AN AIRPORT DRIVING CLASS AT THE EXPENSE OF THE CONTRACTOR PRIOR TO CONSTRUCTION. UNBADGED CONSTRUCTION PERSONNEL SHALL BE ESCORTED AT ALL TIMES DURING AIRSIDE CONSTRUCTION.

**16. OTHER LIMITATIONS ON CONSTRUCTION**

PROHIBITING OPEN-FLAME WELDING OR TORCH CUTTING OPERATIONS UNLESS ADEQUATE FIRE SAFETY PRECAUTIONS ARE PROVIDED AND THESE OPERATIONS HAVE BEEN AUTHORIZED BY THE AIRPORT OPERATOR (AS TAILORED TO CONFORM TO LOCAL REQUIREMENTS AND RESTRICTIONS).

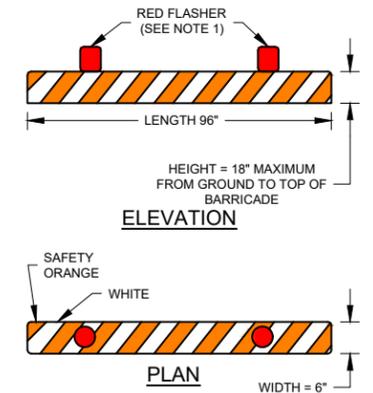
PROMINENTLY MARKING OPEN TRENCHES, EXCAVATIONS, AND STOCKPILED MATERIALS AT THE CONSTRUCTION AND LIGHTING THESE OBSTACLES DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

MARKING AND LIGHTING CLOSED, DECEPTIVE, AND HAZARDOUS AREAS ON AIRPORTS, AS APPROPRIATE, CONSTRAINING STOCKPILED MATERIAL TO PREVENT ITS MOVEMENT AS A RESULT OF THE MAXIMUM ANTICIPATED AIRCRAFT BLAST AND FORECAST WIND CONDITIONS.

NO USE OF TALL EQUIPMENTS (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 DETERMINATION LETTER IS ISSUED FOR SUCH EQUIPMENT.

NO USE OF ELECTRICAL BLASTING CAPS ON OR WITHIN 1,000' OF THE AIRPORT PROPERTY.

NO USE OF FLARE POTS WITHIN THE AOA.



1. FLASHER BARRICADES WILL BE PROVIDED AND MAINTAINED BY THE CONTRACTOR AT ALL TIMES. CONTRACTOR SHALL ALSO PROVIDE SPARE BARRICADES, BATTERIES, AND LIGHT BULBS FOR MAINTENANCE DURING NIGHTTIME HOURS.
2. LOW-PROFILE BARRICADES TO BE PLACED AT 10' INTERVALS ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE RPR.
3. BARRICADES ARE TO BE PLACED IN LOCATIONS SHOWN ON THE PLANS AND AS DIRECTED BY THE RPR THROUGHOUT ALL PHASES OF THE PROJECT.
4. FLASHER BARRICADES WILL BE REQUIRED ALONG THE EDGE OF ANY VERTICAL DROP OFF GREATER THAN 3". AIRPORT OPERATIONS WILL ISSUE NOTAM TO ADVISE AIRCRAFT OF THIS CONDITION.
5. FLASHER BARRICADES ARE TO BE ADEQUATELY WEIGHTED SO THEY WILL REMAIN IN PLACE DURING TIMES OF HIGH WINDS OR AS APPROVED BY THE RPR.

1 **FLASHER BARRICADE DETAIL**  
NOT TO SCALE

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KIRT J MCDANIEL PE-181491 04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.



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**PAVEMENT MAINTENANCE**

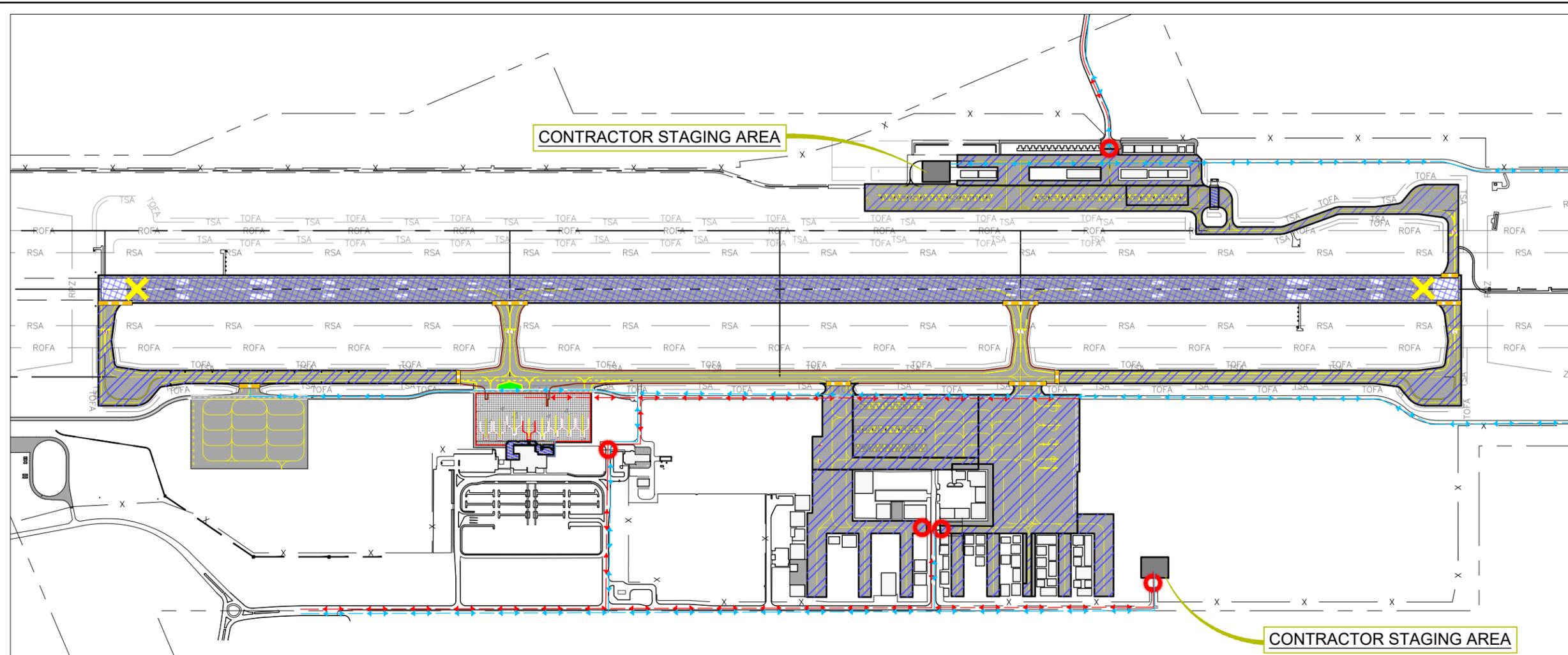
**CONSTRUCTION SAFETY NOTES**

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

**SHEET NAME**  
G051

**SHEET NO.**  
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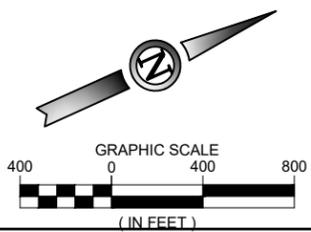
### PHASING LEGEND

- LIFE & SAFETY ROUTE
- AIRCRAFT TAXI ROUTE
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- CONTRACTOR HAUL ROUTE (1 WAY TRAFFIC)
- RSA RUNWAY SAFETY AREA
- ROFA RUNWAY OBJECT FREE AREA
- TSA TAXIWAY SAFETY AREA
- TOFA TAXIWAY OBJECT FREE AREA
- RPZ RUNWAY PROTECTION ZONE
- NAVAIID CRITICAL AREA
- AOA FENCE
- FLASHER BARRICADE
- RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS

- PHASE 1A, SCHEDULE I, II, III & IV
- PHASE 1B, SCHEDULE I (NIGHT WORK)
- PHASE 1C, SCHEDULE I & IV

### CONSTRUCTION PHASING NOTES

PHASE 1	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><b>DURATION</b></p> <ul style="list-style-type: none"> <li>30 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><b>CONTRACTOR ACCESS TIMES</b></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>RUNWAY 1-19 SHALL BE CLOSED FROM 12:30AM TO 5:30 AM DURING CRACK SEAL ON RUNWAY FOR PHASE 1B</li> <li>WORK ON THE CONCRETE TERMINAL APRON SHALL BE DONE WHEN IT IS CLEAR OF AIRCRAFT DURING PHASE 1C</li> <li>TAXIWAY A SHALL BE CLOSED IN SECTIONS AS SHOWN DURING PHASE 1A</li> <li>TAXIWAY B SHALL BE CLOSED DURING PHASE 1A</li> <li>TAXIWAY B CLOSURES SHALL BE DONE SEPARATELY FROM TAXIWAY A CLOSURES</li> </ul>	<p><b>SURFACE PREPARATION</b></p> <ol style="list-style-type: none"> <li>ROUTE AND CLEAN EXISTING CRACKS</li> </ol> <p><b>SURFACE TREATMENTS</b></p> <ol style="list-style-type: none"> <li>SEAL ASPHALT CRACKS</li> <li>SEAL CONCRETE JOINTS</li> </ol>	<ol style="list-style-type: none"> <li>CRACK SEALING WILL TAKE PLACE IN THE FALL/WINTER OF 2024/2025.</li> <li>SECTIONS TO BE CRACK SEALED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>CRACK SEAL ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>CRACK SEAL ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL CRACK SEALING ON RUNWAY.</li> <li>CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>CRACK SEAL SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>THE CONTRACTOR SHALL HAVE AT LEAST ONE PERSON WITH A SIDA BADGE WHILE WORKING ON THE TERMINAL APRON.</li> <li>THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT CRACK SEALING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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KIRT J MCDANIEL PE-181491 04/05/2024  
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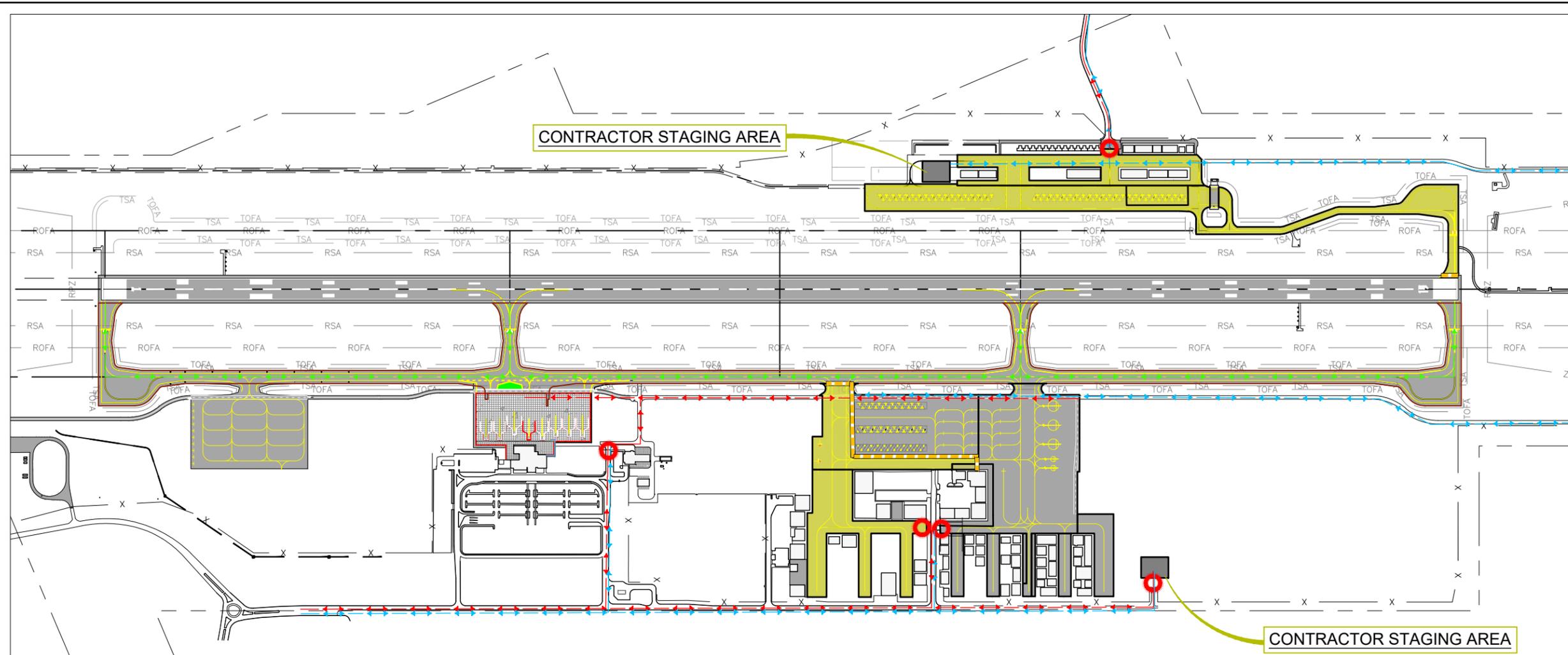
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 1

AIP PROJ. NO.  
3-49-0060-047-2024

WOOLPERT PROJ. NO.  
10018951

SHEET NAME  
G052  
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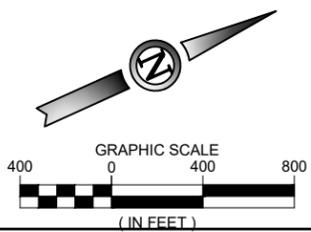
### PHASING LEGEND

- ↔ LIFE & SAFETY ROUTE
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- ↔ CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
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- RPZ — RUNWAY PROTECTION ZONE
- NAVOID CRITICAL AREA
- X — AOA FENCE
- FLASHER BARRICADE
- X RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS

PHASE 2A/3A, SCHEDULE II, III & IV

### CONSTRUCTION PHASING NOTES

PHASE 2A AND PHASE 3A	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><u>DURATION - PHASE 2 TOTAL (SEAL COAT)</u></p> <ul style="list-style-type: none"> <li>11 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>DURATION - PHASE 3 TOTAL (PERMANENT PAINT)</u></p> <ul style="list-style-type: none"> <li>5 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>8 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>CONTRACTOR ACCESS TIMES</u></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>TAXIWAY B AND WEST GA APRON SHALL BE CLOSED DURING PHASE 2A AND PHASE 3A.</li> <li>A SECTION OF THE EAST FBO APRON SHALL BE CLOSED AS SHOWN DURING PHASE 2A AND PHASE 3A.</li> </ul>	<p><u>SURFACE TREATMENTS</u></p> <ol style="list-style-type: none"> <li>1. EMULSIFIED ASPHALT SEAL COAT</li> </ol> <p><u>PAVEMENT MARKINGS</u></p> <ol style="list-style-type: none"> <li>1. PERMANENT PAVEMENT MARKINGS</li> </ol>	<ol style="list-style-type: none"> <li>1. SEAL COAT AND PAINTING WILL TAKE PLACE IN THE LATE SPRING/SUMMER OF 2025.</li> <li>2. SECTIONS TO BE SEAL COATED AND PAINTED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>3. SEAL COAT AND PAINT ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>4. SEAL COAT AND PAINT ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>5. RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL SEAL COATING AND PAINTING ON RUNWAY.</li> <li>6. CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>7. ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>8. SEAL COAT SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>10. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>11. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT SEAL COAT AND PAINTING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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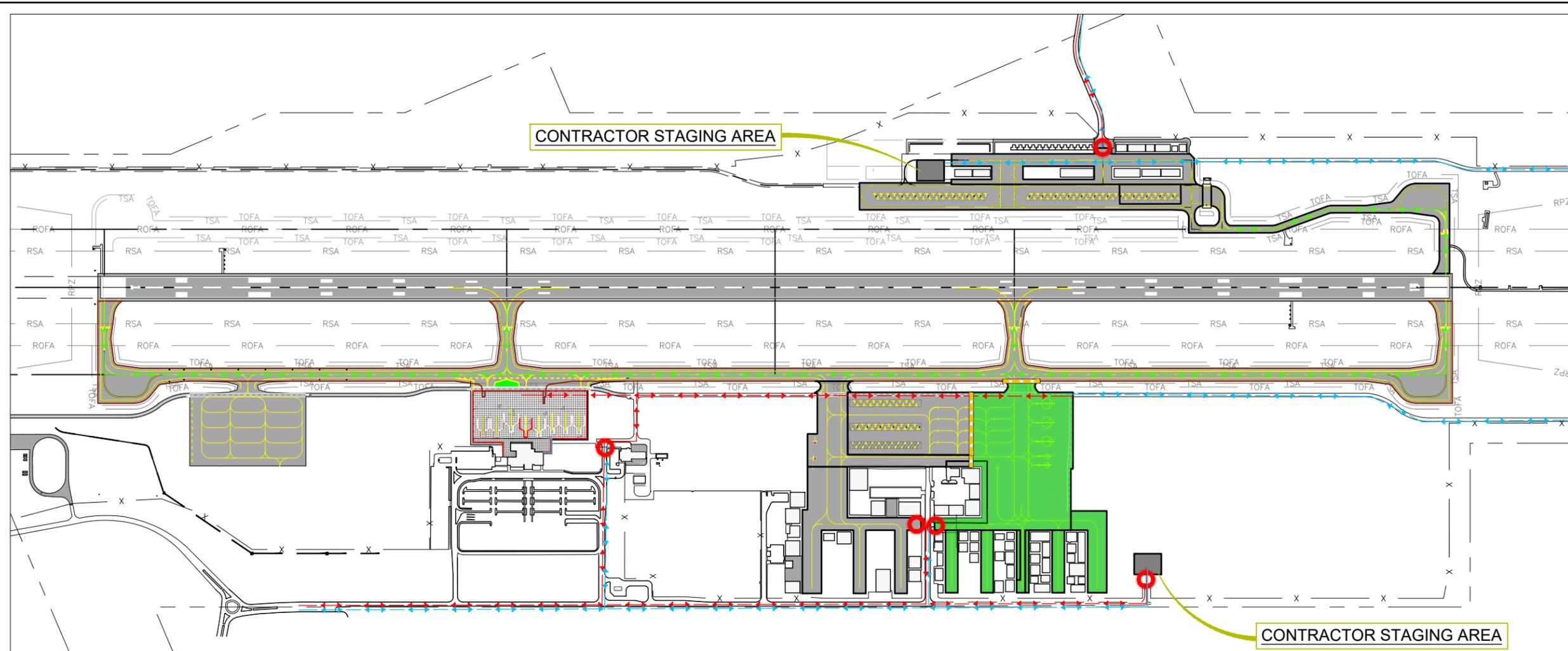
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 2A/3A

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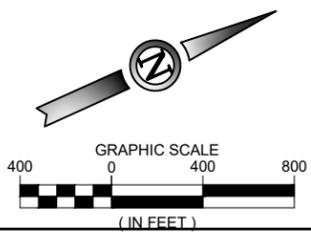
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- NAVOID CRITICAL AREA
- AOA FENCE
- FLASHER BARRICADE
- RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS

PHASE 2B/3B, SCHEDULE II & IV

### CONSTRUCTION PHASING NOTES

PHASE 2B AND PHASE 3B	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><u>DURATION - PHASE 2 TOTAL (SEAL COAT)</u></p> <ul style="list-style-type: none"> <li>11 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>DURATION - PHASE 3 TOTAL (PERMANENT PAINT)</u></p> <ul style="list-style-type: none"> <li>5 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>8 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>CONTRACTOR ACCESS TIMES</u></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>A SECTION OF THE EAST FBO APRON SHALL BE CLOSED AS SHOWN DURING PHASE 2B AND PHASE 3B.</li> </ul>	<p><u>SURFACE TREATMENTS</u></p> <ol style="list-style-type: none"> <li>EMULSIFIED ASPHALT SEAL COAT</li> </ol> <p><u>PAVEMENT MARKINGS</u></p> <ol style="list-style-type: none"> <li>PERMANENT PAVEMENT MARKINGS</li> </ol>	<ol style="list-style-type: none"> <li>SEAL COAT AND PAINTING WILL TAKE PLACE IN THE LATE SPRING/SUMMER OF 2025.</li> <li>SECTIONS TO BE SEAL COATED AND PAINTED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>SEAL COAT AND PAINT ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>SEAL COAT AND PAINT ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL SEAL COATING AND PAINTING ON RUNWAY.</li> <li>CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>SEAL COAT SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT SEAL COAT AND PAINTING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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KIRT J MCDANIEL      PE-181491      04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.

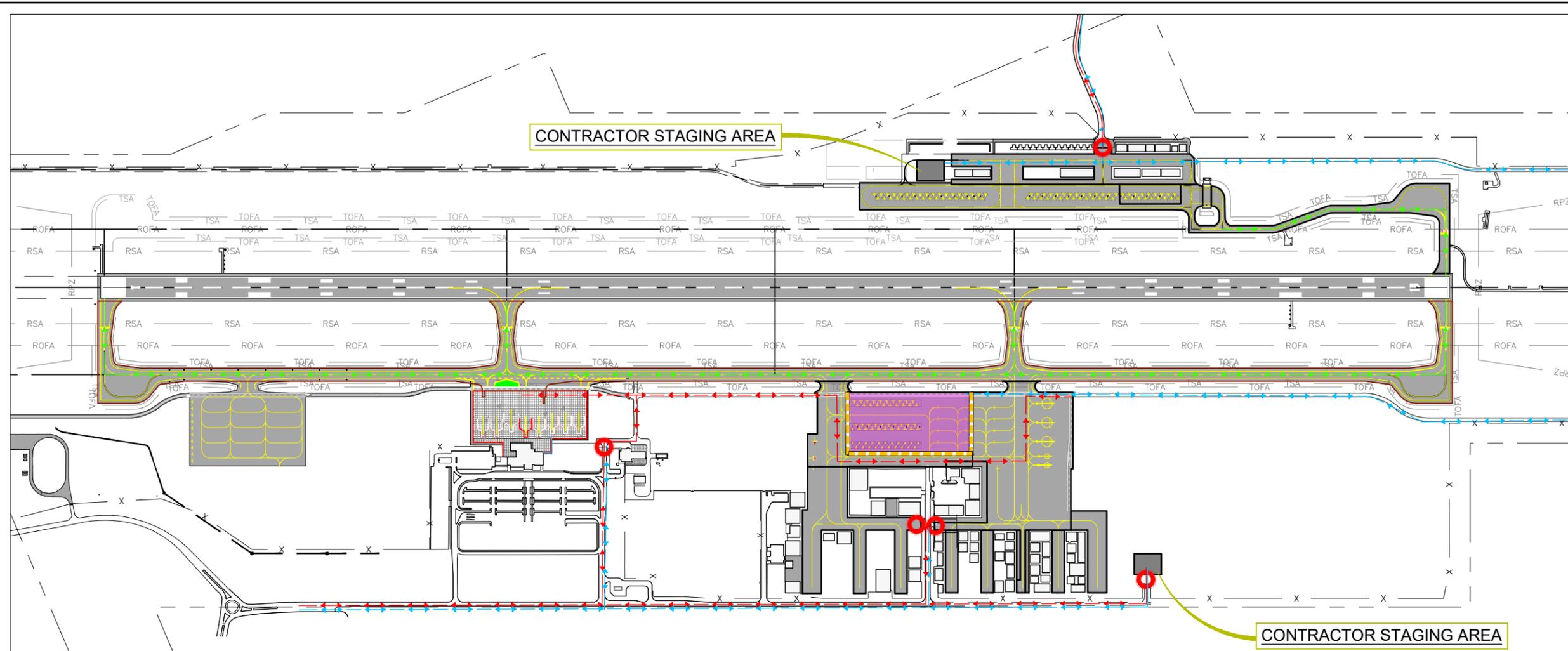


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DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
CH: C.L.G.				
APP: K.J.M.				

PAVEMENT MAINTENANCE

<b>CONSTRUCTION SAFETY PHASING PLAN PHASE 2B/3B</b>		SHEET NAME G054
AIP PROJ. NO. 3-49-0060-047-2024		SHEET NO. 10 of 31
WOOLPERT PROJ. NO. 10018951		

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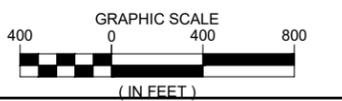
### PHASING LEGEND

- ↔ LIFE & SAFETY ROUTE
- ↔ AIRCRAFT TAXI ROUTE
- ↔ CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- ↔ CONTRACTOR HAUL ROUTE (1 WAY TRAFFIC)
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- RPZ — RUNWAY PROTECTION ZONE
- — NAVOID CRITICAL AREA
- X — AOA FENCE
- FLASHER BARRICADE
- X RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS

PHASE 2C/3C, SCHEDULE II

### CONSTRUCTION PHASING NOTES

PHASE 2C AND PHASE 3C	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><u>DURATION - PHASE 2 TOTAL (SEAL COAT)</u></p> <ul style="list-style-type: none"> <li>11 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>DURATION - PHASE 3 TOTAL (PERMANENT PAINT)</u></p> <ul style="list-style-type: none"> <li>5 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>8 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><u>CONTRACTOR ACCESS TIMES</u></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>A SECTION OF THE EAST FBO APRON SHALL BE CLOSED AS SHOWN DURING PHASE 2C AND PHASE 3C.</li> </ul>	<p><u>SURFACE TREATMENTS</u></p> <ol style="list-style-type: none"> <li>1. EMULSIFIED ASPHALT SEAL COAT</li> </ol> <p><u>PAVEMENT MARKINGS</u></p> <ol style="list-style-type: none"> <li>1. PERMANENT PAVEMENT MARKINGS</li> </ol>	<ol style="list-style-type: none"> <li>1. SEAL COAT AND PAINTING WILL TAKE PLACE IN THE LATE SPRING/SUMMER OF 2025.</li> <li>2. SECTIONS TO BE SEAL COATED AND PAINTED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>3. SEAL COAT AND PAINT ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>4. SEAL COAT AND PAINT ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>5. RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL SEAL COATING AND PAINTING ON RUNWAY.</li> <li>6. CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>7. ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>8. SEAL COAT SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>10. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>11. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT SEAL COAT AND PAINTING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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KIRT J MCDANIEL PE-181491 04/05/2024  
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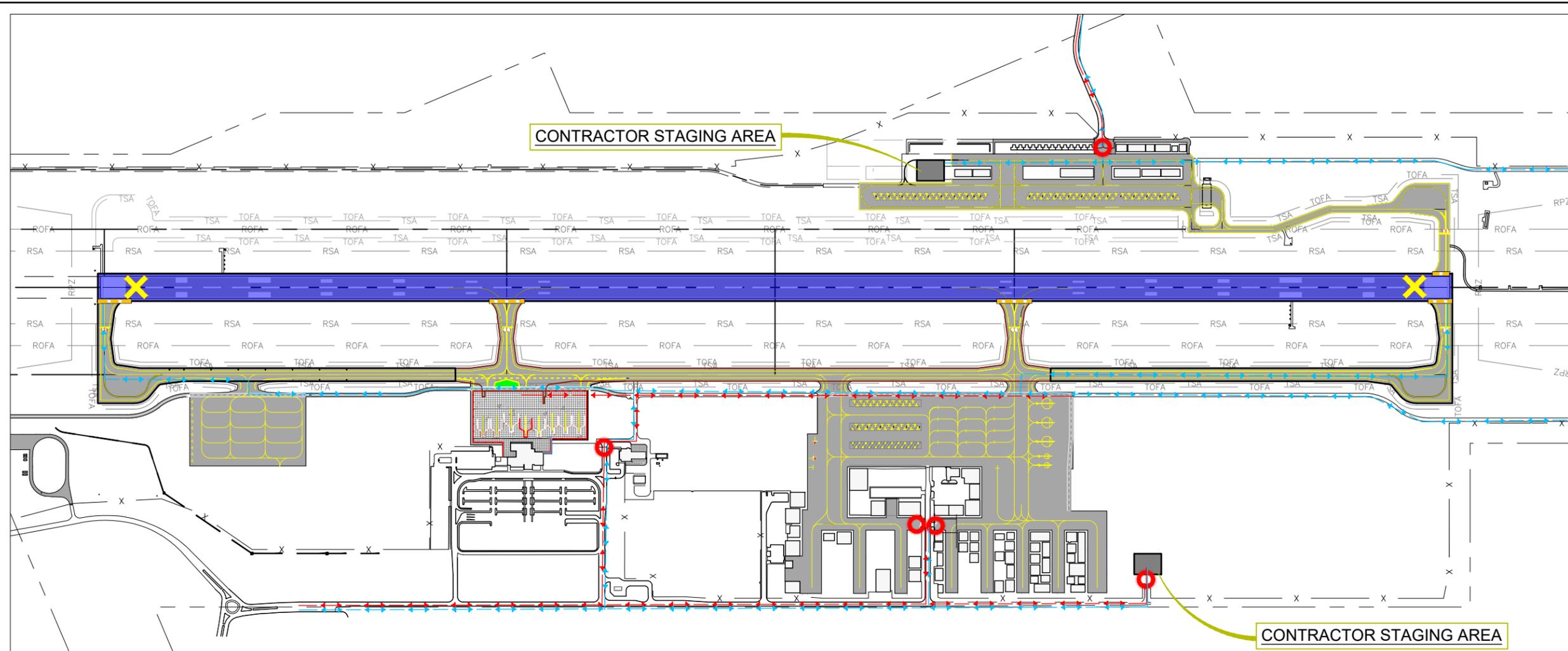
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 2C/3C

AIP PROJ. NO.  
3-49-0060-047-2024

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SHEET NAME  
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SHEET NO.  
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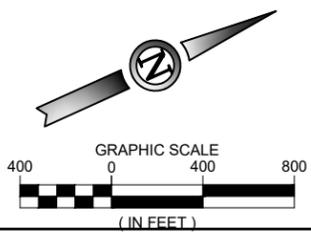
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- ↔ CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
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- X — AOA FENCE
- FLASHER BARRICADE
- X RUNWAY CLOSURE MARKER
- CONTRACTOR GATE ACCESS

PHASE 2D/3D, SCHEDULE I (NIGHT WORK)

### CONSTRUCTION PHASING NOTES

PHASE 2D AND PHASE 3D	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><b>DURATION - PHASE 2 TOTAL (SEAL COAT)</b></p> <ul style="list-style-type: none"> <li>11 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><b>DURATION - PHASE 3 TOTAL (PERMANENT PAINT)</b></p> <ul style="list-style-type: none"> <li>5 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>8 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><b>CONTRACTOR ACCESS TIMES</b></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>RUNWAY 1/19 SHALL BE CLOSED FROM 12:30AM TO 5:30 AM FOR PHASE 2D AND PHASE 3D.</li> </ul>	<p><b>SURFACE TREATMENTS</b></p> <ol style="list-style-type: none"> <li>1. RAPID CURE SEAL COAT</li> <li>2. RUBBER REMOVAL</li> </ol> <p><b>PAVEMENT MARKINGS</b></p> <ol style="list-style-type: none"> <li>1. TEMPORARY PAVEMENT MARKINGS</li> <li>2. PERMANENT PAVEMENT MARKINGS</li> </ol>	<ol style="list-style-type: none"> <li>1. SEAL COAT AND PAINTING WILL TAKE PLACE IN THE LATE SPRING/SUMMER OF 2025.</li> <li>2. SECTIONS TO BE SEAL COATED AND PAINTED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>3. SEAL COAT AND PAINT ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>4. SEAL COAT AND PAINT ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>5. RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL SEAL COATING AND PAINTING ON RUNWAY.</li> <li>6. CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>7. ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>8. SEAL COAT SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>9. THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>10. THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>11. AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT SEAL COAT AND PAINTING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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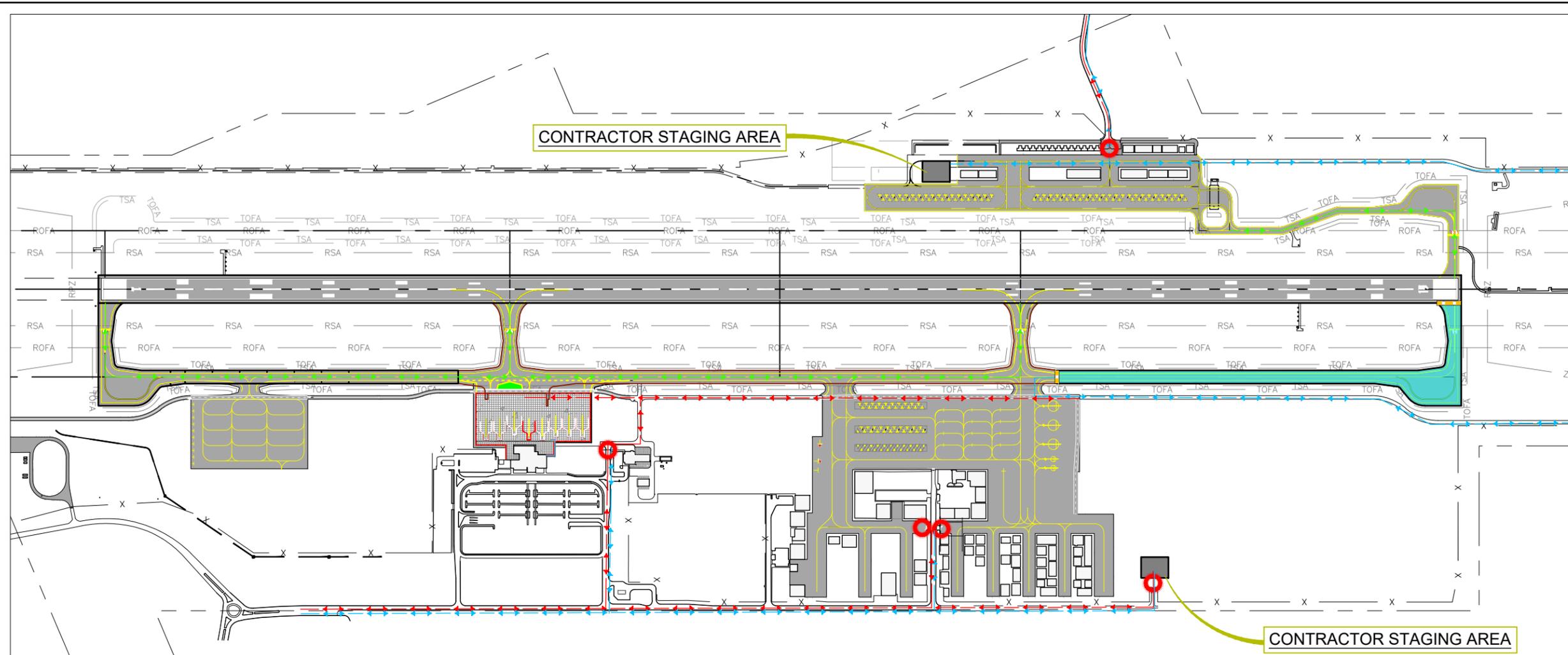
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 2D/3D

AIP PROJ. NO.  
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10018951

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SHEET NO.  
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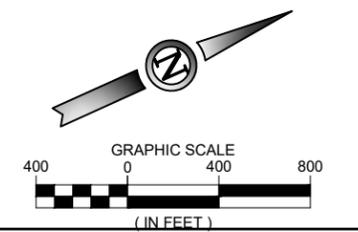


PHASING LEGEND	
	LIFE & SAFETY ROUTE
	AIRCRAFT TAXI ROUTE
	CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
	CONTRACTOR HAUL ROUTE (1 WAY TRAFFIC)
	RSA RUNWAY SAFETY AREA
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	NAVAID CRITICAL AREA
	AOA FENCE
	FLASHER BARRICADE
	RUNWAY CLOSURE MARKER
	CONTRACTOR GATE ACCESS

PHASE 2E/3E, SCHEDULE I

CONSTRUCTION PHASING NOTES

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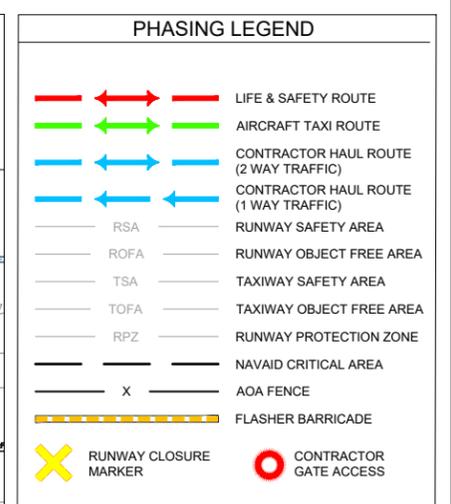
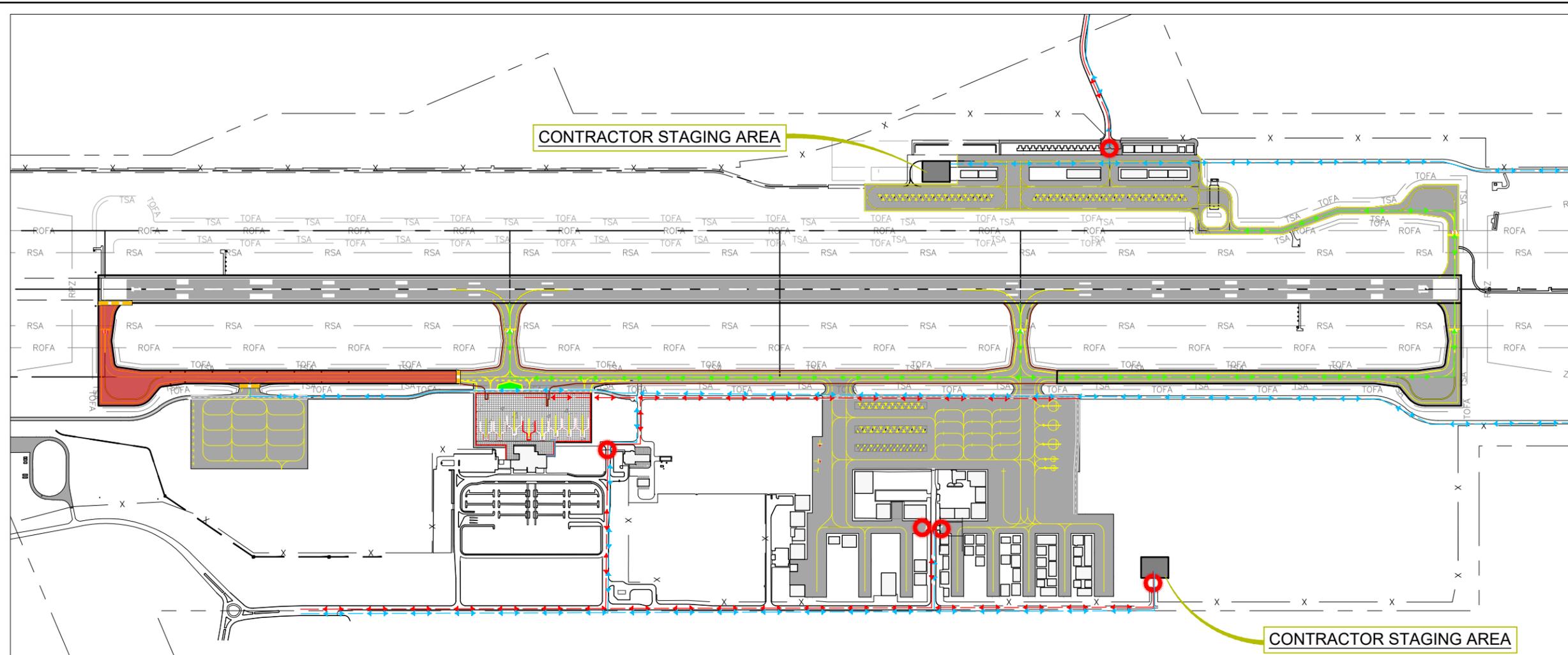
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 2E/3E

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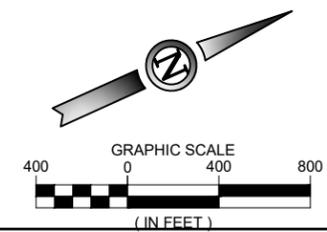
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PHASE 2F/3F, SCHEDULE I

### CONSTRUCTION PHASING NOTES

PHASE 2F AND PHASE 3F	MAJOR WORK TO BE COMPLETED	AIRPORT OPERATIONAL NOTES
<p><b>DURATION - PHASE 2 TOTAL (SEAL COAT)</b></p> <ul style="list-style-type: none"> <li>11 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>14 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><b>DURATION - PHASE 3 TOTAL (PERMANENT PAINT)</b></p> <ul style="list-style-type: none"> <li>5 WORKING DAYS FOR TAXIWAYS AND APRONS</li> <li>8 WORKING DAYS FOR RUNWAY 1-19 (NIGHT WORK)</li> </ul> <p><b>CONTRACTOR ACCESS TIMES</b></p> <p>24 HOUR ACCESS TO APPROVED WORK AREAS</p> <p>ALL AIRPORT OPERATIONS AREAS SHALL REMAIN OPEN AND UNAFFECTED DURING THIS PHASE WITH THE FOLLOWING EXCEPTIONS:</p> <ul style="list-style-type: none"> <li>A SECTION OF TAXIWAY A SHALL BE CLOSED AS SHOWN DURING PHASE 2F AND PHASE 3F.</li> </ul>	<p><b>SURFACE TREATMENTS</b></p> <ol style="list-style-type: none"> <li>EMULSIFIED ASPHALT SEAL COAT</li> </ol> <p><b>PAVEMENT MARKINGS</b></p> <ol style="list-style-type: none"> <li>PERMANENT PAVEMENT MARKINGS</li> </ol>	<ol style="list-style-type: none"> <li>SEAL COAT AND PAINTING WILL TAKE PLACE IN THE LATE SPRING/SUMMER OF 2025.</li> <li>SECTIONS TO BE SEAL COATED AND PAINTED SHALL BE PROPERLY BLOCKED OFF FROM AIRCRAFT.</li> <li>SEAL COAT AND PAINT ON TAXIWAYS AND APRONS SHALL BE DONE DURING THE DAY TIME HOURS.</li> <li>SEAL COAT AND PAINT ON RUNWAY 1-19 SHALL BE DONE AT NIGHT BETWEEN 12:30 AM AND 5:30 AM.</li> <li>RUNWAY CLOSURE MARKERS SHALL BE INSTALLED ON RUNWAY 1-19 DURING ALL SEAL COATING AND PAINTING ON RUNWAY.</li> <li>CONTRACTOR TO USE THE AIRPORT OWNED RUNWAY CLOSURE MARKERS (LIGHTED "X"). CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO FUEL AND MAINTAIN THE LIGHTED X'S. SEE SHEET G003 FOR MORE INFORMATION.</li> <li>ALL AREAS SHALL BE CLEANED OF FOD AND OTHER DEBRIS BEFORE OPENING TO AIRCRAFT.</li> <li>SEAL COAT SHALL BE SET BEFORE OPENING UP AREAS TO AIRCRAFT.</li> <li>THE CONTRACTOR SHALL HAVE A SWEEPER ON SITE AT ALL TIMES TO CLEAN DEBRIS FROM HAUL ROUTES, CONSTRUCTION ACCESS POINTS, OR AREAS ADJACENT TO CONSTRUCTION.</li> <li>THE CONTRACTOR SHALL CLEAN ANY DEBRIS FROM AIRFIELD PAVEMENTS A HALF HOUR PRIOR TO INSPECTION BY AIRPORT.</li> <li>AIRFIELD SHALL MEET ALL SAFETY AREA CRITERIA AND BE APPROVED BY THE RPR BY 5:30 AM, PRIOR TO OPENING RUNWAY AFTER NIGHT SEAL COAT AND PAINTING. FAILURE TO MAKE THE AIRFIELD OPERATIONAL BY 5:30 AM WILL RESULT IN LIQUIDATED DAMAGES PER GENERAL PROVISION 80-08.</li> </ol>



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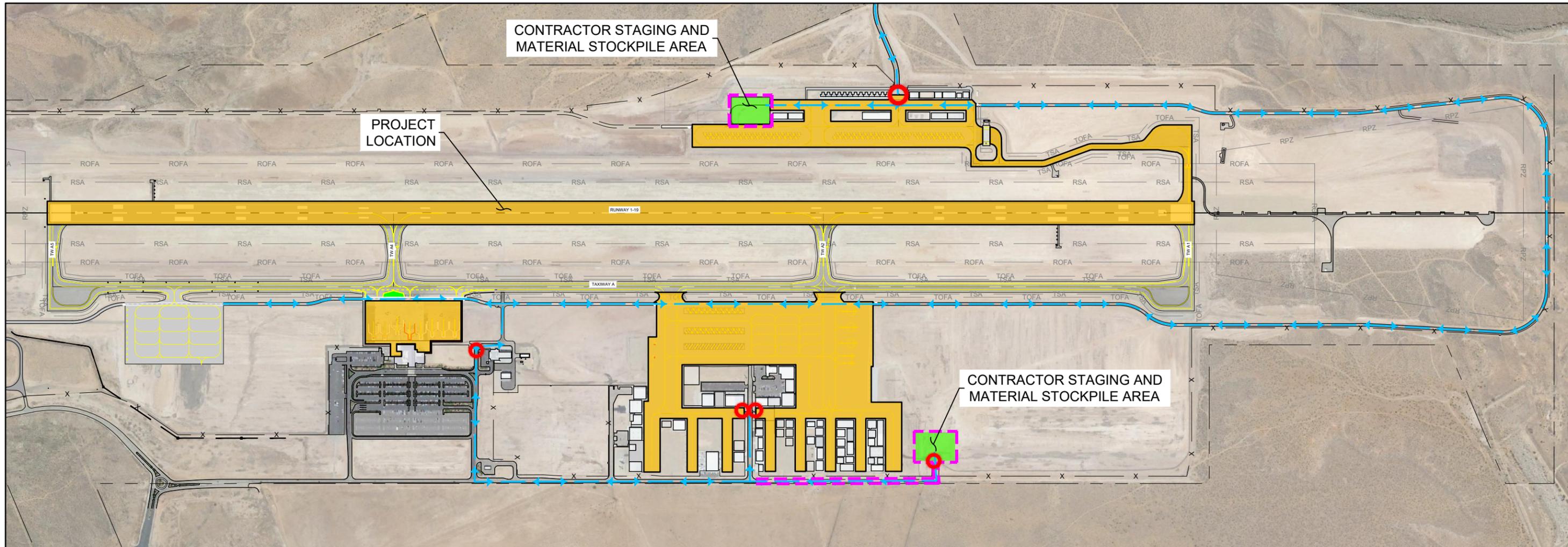
CONSTRUCTION SAFETY PHASING PLAN  
PHASE 2F/3F

AIP PROJ. NO. 3-49-0060-047-2024  
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SHEET NAME  
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**NOTES:**

1. THERE ARE NO KNOWN ENVIRONMENTALLY SENSITIVE AREAS WITHIN THE PROJECT LIMITS SHOWN ON THIS ENVIRONMENTAL EXHIBIT AND PROJECT PLAN SHEETS. OTHER UNIDENTIFIED ENVIRONMENTALLY SENSITIVE AREAS MAY EXIST OUTSIDE OF THE PROJECT AREA DEFINED ON THE ENVIRONMENTAL EXHIBIT AND PROJECT PLAN SHEETS.
2. IF AN ENVIRONMENTALLY SENSITIVE AREA IS DISCOVERED/UNCOVERED DURING CONSTRUCTION ACTIVITIES REFER TO NOTE 5. ALL ENVIRONMENTALLY SENSITIVE AREAS MUST BE DEMARCATED USING ACCEPTABLE METHODS AND MATERIALS (I.E., TEMPORARY CONSTRUCTION FENCING, SURVEY LATHE, LOW-LEVEL BARRICADES, ETC.) WITH A MINIMUM BUFFER DISTANCE OF 25 FEET.
3. ENVIRONMENTAL COMMITMENTS: THE CONTRACTOR SHALL ENSURE CONFORMANCE WITH SPECIFIC ENVIRONMENTAL REQUIREMENTS FROM THE APPROVED ENVIRONMENTAL DOCUMENTATION, LISTED AS FOLLOWS:
  - 3.1. THE PROJECT SHALL OCCUR ON EXISTING AIRFIELD PAVEMENT, PREVIOUSLY GRADED/DISTURBED AREAS AND AREAS DEPICTED ON THIS ENVIRONMENTAL EXHIBIT. IF PROJECT COMPONENTS VARY FROM WHAT IS SHOWN, REFER TO NOTE 5 AND CONTACT RPR AS SOON AS POSSIBLE.
  - 3.2. BEST MANAGEMENT PRACTICES AND FAA AC 150/5370-10H STANDARDS SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS. ITEM C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL SHALL BE FOLLOWED.
4. THE CONTRACTOR IS REQUIRED TO CONFORM TO THE ENVIRONMENTAL EXHIBIT, AS INDICATED IN THE CONSTRUCTION PLANS. THIS INCLUDES BUT IS NOT LIMITED TO: PROJECT WORK LIMITS, HAUL ROUTES AND STAGING AREAS.

5. ALL CHANGES TO THE ENVIRONMENTAL EXHIBIT SHALL BE REVIEWED AND APPROVED BY THE RPR PRIOR TO MAKING ANY CHANGES:
  - 5.1. CONTRACTOR TO SUBMIT, IN WRITING TO THE RPR, A REQUEST TO MODIFY THE ENVIRONMENTAL EXHIBIT (PROJECT WORK LIMITS, HAUL ROUTES, STAGING & STORAGE AREAS, BORROW & WASTE AREAS). IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ACCEPTABLE SUPPORTING DOCUMENTATION TO JUSTIFY THE CHANGE.
  - 5.2. THE PROPOSED CHANGE WILL BE REVIEWED BY THE RPR AND THE AIRPORT.
  - 5.3. THE RPR WILL COORDINATE WITH FAA ENVIRONMENTAL SPECIALIST TO OBTAIN CLEARANCE. ALLOW AT LEAST 2 WEEKS FOR FAA REVIEW AND DETERMINATION. NO ADDITIONAL PROJECT DAYS WILL BE PROVIDED FOR THE REVIEW & DETERMINATION PERIOD.
  - 5.4. SHOULD THE FAA DETERMINE THAT ADDITIONAL ENVIRONMENTAL STUDIES/REVIEWS ARE REQUIRED AS A RESULT OF THE PROPOSED CHANGE(S), THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST AND COORDINATION.
  - 5.5. A REVISED ENVIRONMENTAL EXHIBIT WILL BE INCLUDED IN A CHANGE ORDER TO DOCUMENT THE CHANGE.
6. FOR DETAILED WORK LIMITS:
  - 6.1. REFER TO SHEETS C200 AND C201 FOR CRACK SEAL AND SEAL COAT LIMITS.
  - 6.2. REFER TO SHEETS C700 TO C707 FOR PAINTING LIMITS.

**ENVIRONMENTAL LEGEND**

- PROJECT LOCATION
- CONTRACTOR STAGING AND MATERIAL STORAGE AREA
- CONTRACTOR HAUL ROUTE (2 WAY TRAFFIC)
- PROJECT DISTURBANCE LIMITS
- CONTRACTOR GATE ACCESS

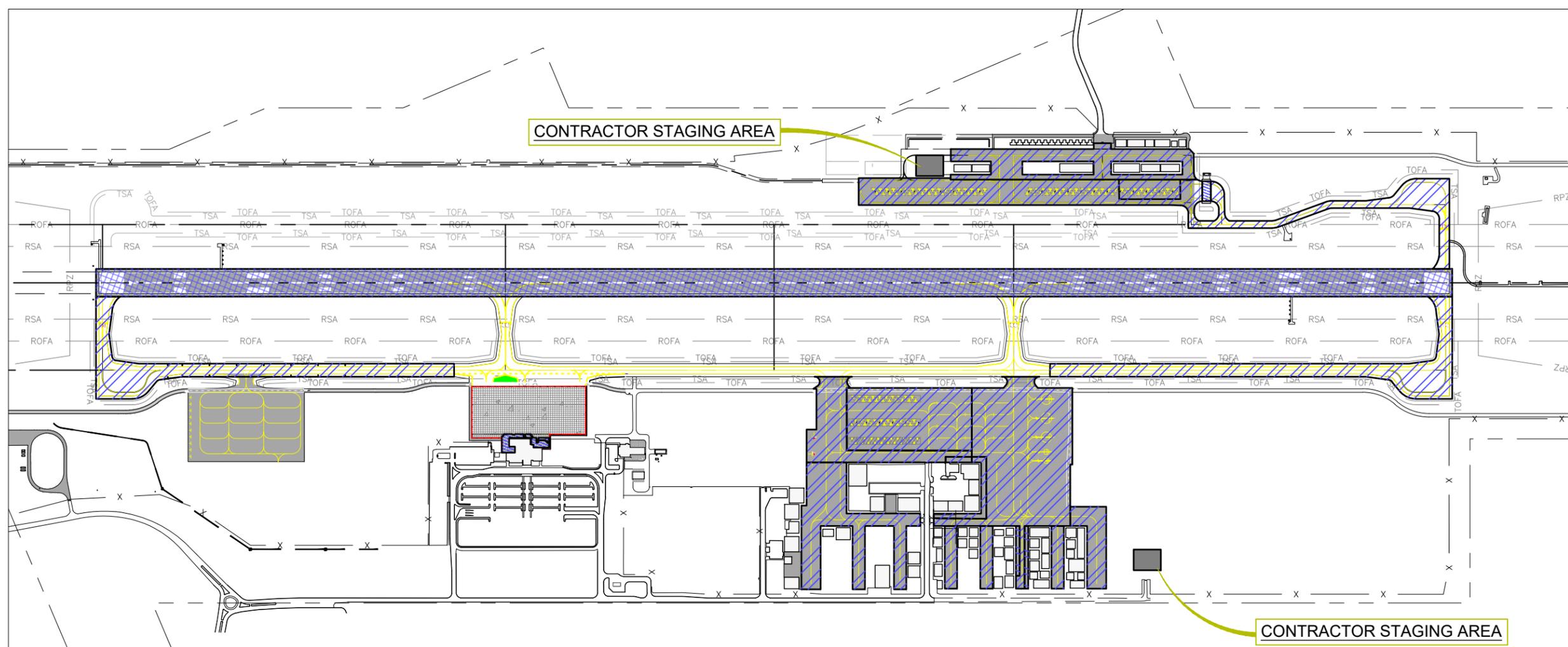
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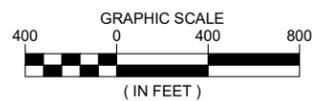
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FOR AND ON BEHALF OF WOOLPERT, INC.

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		DES: L.O.B.	ISSUE RECORD				PAVEMENT MAINTENANCE	ENVIRONMENTAL EXHIBIT		SHEET NAME
		DR: L.O.B.	NO.	BY	DATE	DESCRIPTION				G070
		CH: C.L.G.	1	KJM	04/05/2024	ISSUED FOR REVIEW			SHEET NO.	
		APP: K.J.M.							15 of 31	
							AIP PROJ. NO. 3-49-0060-047-2024	WOOLPERT PROJ. NO. 10018951		



-  SCHEDULE I ASPHALT CRACK SEALANT ON THE GROOVED RUNWAY DURING NIGHT
-  SCHEDULE I, II & III ASPHALT CRACK SEALANT DURING DAY
-  SCHEDULE I & IV CONCRETE JOINT SEALANT DURING DAY



**ASPHALT CRACK SEALANT NOTES:**

1. CRACK SEAL MUST BE COMPLETED BEFORE SEAL COAT CAN BE APPLIED.
2. CRACK SEAL LOCATIONS TO BE DETERMINED BY THE RPR.
3. AREAS OF THE AIRPORT SHALL BE SECTIONED OFF PRIOR TO BEGINNING WORK.
4. WORK AREAS SHALL BE CLEAN BEFORE OPENING TO AIRCRAFT.
5. SUFFICIENT LIGHT SHALL BE PROVIDED WHEN CRACK SEALING AT NIGHT ON RUNWAY 1-19.
6. SEE SHEET C250 FOR CRACK SEAL DETAILS.
7. ALL WORK COMPLETED WITHIN 50' OF THE FRONT OF PRIVATE HANGARS AND THE AREAS SHOWN ON SHEET G001 SHALL BE QUANTIFIED AND PAID FOR BY NON-FEDERAL SCHEDULE IV.

**CONCRETE PAVEMENT SEALANT NOTES:**

1. WORK WILL NOT BE DONE WHILE AIRCRAFT ARE ON THE TERMINAL APRON.
2. THE APRON SHALL BE CLEAR AND CLEAN AFTER WORK IS COMPLETE AND BEFORE AIRCRAFT ENTER THE APRON.
3. SEE SHEET C250 FOR CONCRETE JOINT DETAIL.

**ISSUED FOR REVIEW**

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KIRT J MCDANIEL PE-181491 04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.



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PAVEMENT MAINTENANCE

CRACK SEAL PLAN AND NOTES

SHEET NAME

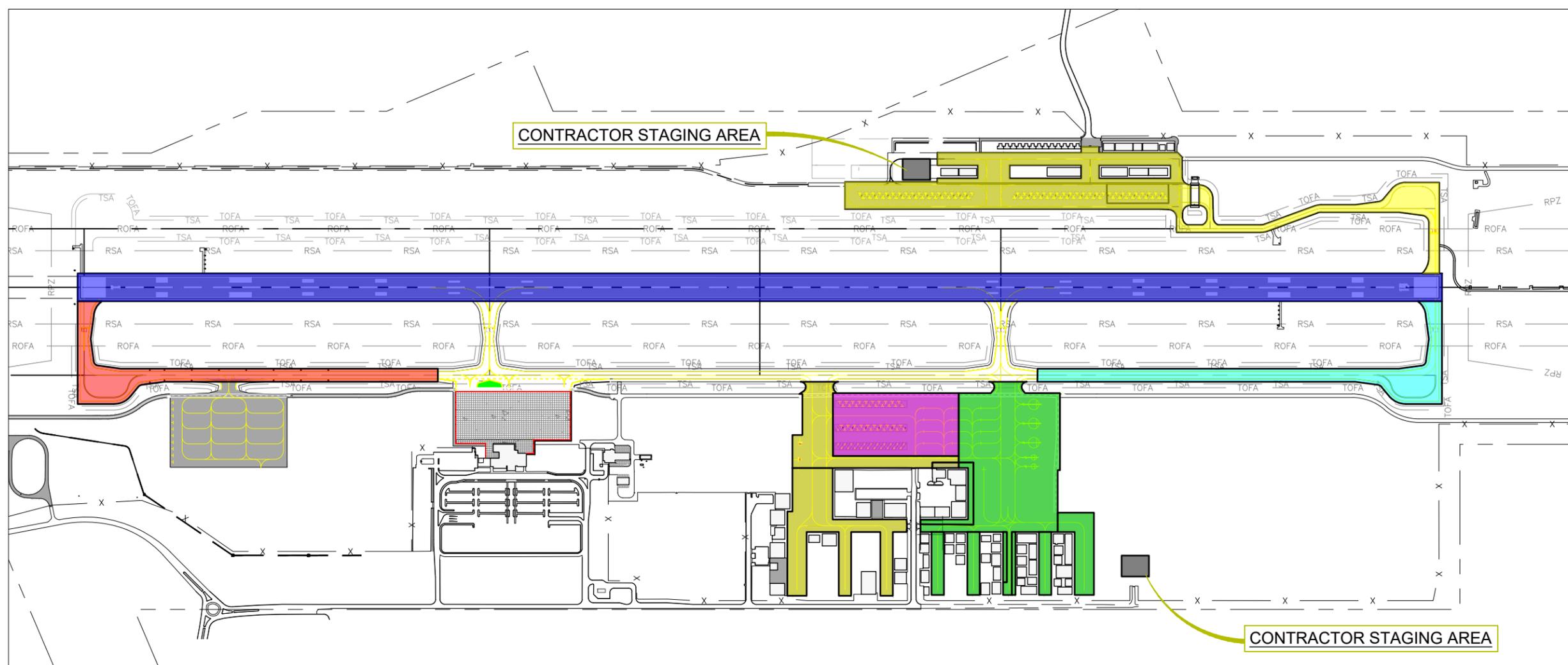
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SHEET NO.

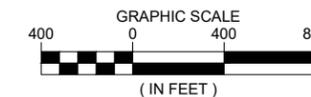
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AIP PROJ. NO.  
3-49-0060-047-2024

WOOLPERT PROJ. NO.  
10018951



- PHASE 2A/3A, SCHEDULE II, III & IV
- PHASE 2B/3B, SCHEDULE II & IV
- PHASE 2C/3C, SCHEDULE II
- PHASE 2D/3D, SCHEDULE I (NIGHT WORK)
- PHASE 2E/3E, SCHEDULE I
- PHASE 2F/3F, SCHEDULE I



**EMULSIFIED ASPHALT AND RAPID CURE SEAL COAT APPLICATION NOTES:**

1. APPLICATION SHALL FOLLOW ITEM P-608, EMULSIFIED ASPHALT SEAL COAT AND P-608-R, RAPID CURE SEAL COAT.
2. SEAL COAT SHALL BE APPLIED ACCORDING TO PHASES SHOWN.
3. BARRICADES SHALL BE PLACED BEFORE WORK MAY BEGIN.
4. EXISTING PAINT ON RUNWAY AND TAXIWAYS SHALL BE PROTECTED FROM SEAL COAT APPLICATION.
5. SEAL COAT SHALL BE APPLIED OVER EXISTING PAINT ON APRONS.
6. REMOVE LOOSE OR FLAKING PAINT PER P-620-3.3 PRIOR TO SEAL COAT APPLICATION.
7. THE APPLICATION RATE WILL BE DETERMINED BY THE RPR WITH THE MANUFACTURER'S REPRESENTATIVE.
8. SEAL COAT ON RUNWAY 1-19 SHALL CONTAIN AGGREGATE. FRICTION TESTING WILL BE COMPLETE ON THIS AREA PRIOR TO OPENING AIRCRAFT TRAFFIC.
9. ALL TAXIWAY AND RUNWAY EDGE LIGHTS AND SIGNS SHALL BE COVERED AND PROTECTED FROM SEAL COAT APPLICATION. SEAL COAT FOUND ON LIGHTS OR SIGNS SHALL BE CLEANED.
10. ALL WORK COMPLETE WITHIN 50' OF THE FRONT OF PRIVATE HANGARS AND THE AREAS SHOWN ON SHEET G001 SHALL BE QUANTIFIED AND PAID FOR BY NON-FEDERAL SCHEDULE IV.

**PAVEMENT MARKING NOTES:**

1. TEMPORARY PAINT SHALL BE APPLIED TO RUNWAY CENTERLINE BEFORE OPENING AREA TO AIRCRAFT.
2. MARKINGS SHALL MATCH THE EXISTING MARKINGS.
3. PERMANENT PAVEMENT MARKINGS SHALL BE APPLIED AT LEAST 30 DAYS AFTER THE APPLICATION OF THE SEAL COAT.

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APP: K.J.M.				

PAVEMENT MAINTENANCE

SEAL COAT PLAN AND NOTES

AIP PROJ. NO.  
3-49-0060-047-2024

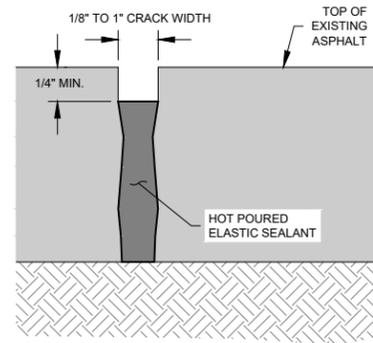
WOOLPERT PROJ. NO.  
10018951

SHEET NAME

C201

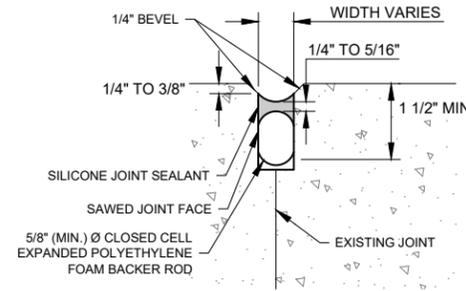
SHEET NO.

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**ASPHALT CRACK SEAL NOTES**

1. CRACKS GREATER THAN 1/8" AND LESS THAN 5/8" MUST BE ROUTED AND CLEANED PRIOR TO SEALING. CRACKS IN EXCESS OF 5/8" DO NOT NEED TO BE ROUTED.
2. FILL CRACKS WITH HOT POURED ELASTIC SEALANT USING A POINT APPLICATOR.
3. ALL ITEMS SHOWN IN THIS DETAIL ARE INCIDENTAL TO P-605, CRACK SEAL.

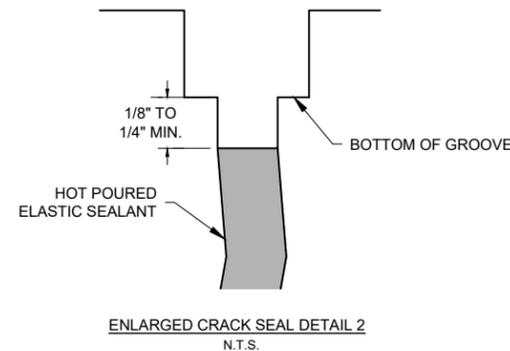
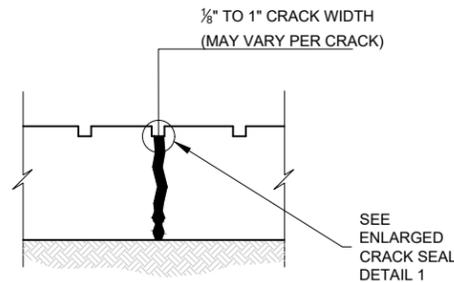


**CONCRETE JOINT SEAL NOTES**

1. EXISTING JOINT SEALANT THAT HAS BEEN BROKEN OR DAMAGED SHALL BE REMOVED.
2. REMOVED JOINT SEALANT SHALL BE REPLACED WITH BACKER ROD AND SELF LEVELING SILICONE JOINT SEALANT.
3. BACKER ROD DIAMETER SHALL BE 25% LARGER THAN CONCRETE JOINT.
4. CRACKS FORMING ACROSS CONCRETE SLAB SHALL BE ROUTED AND FILLED WITH SEALANT.
5. ALL ITEMS SHOWN IN THIS DETAIL ARE INCIDENTAL TO P-605, CRACK SEAL.

1 ASPHALT CRACK SEAL DETAIL (< 1" WIDE)  
NOT TO SCALE

3 CONCRETE JOINT SEAL DETAIL  
NOT TO SCALE



**GENERAL CRACK AND JOINT SEAL NOTES**

1. BLOW CRACK OR JOINT CLEAN WITH COMPRESSED AIR.
2. CRACKS AND JOINTS SHALL BE DRY AND CLEAN OF DEBRIS AND DIRT BEFORE APPLYING SEALANT.
3. CUP APPLICATOR SHALL ONLY BE USED ON EXISTING CRACK SEAL PREVIOUSLY SEALED USING A CUP APPLICATOR.
4. ON THE GROOVED RUNWAY, CRACK SEALANT SHALL BE APPLIED 1/8" TO 1/4" BELOW THE BOTTOM OF THE GROOVE.

2 GROOVED RUNWAY CRACK SEAL DETAIL  
NOT TO SCALE

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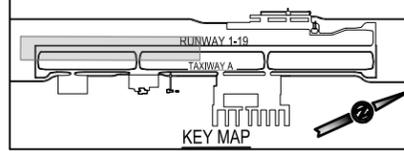
PAVEMENT MAINTENANCE

CRACK SEAL DETAILS AND NOTES

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

SHEET NAME  
C250

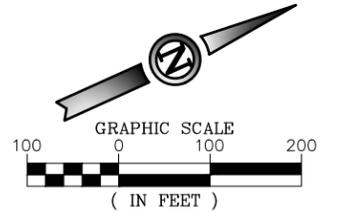
SHEET NO.  
18 of 31



**PAINTING LEGEND**

	PROPOSED RUNWAY MARKINGS
	PROPOSED TAXIWAY MARKINGS
	EXISTING MARKINGS

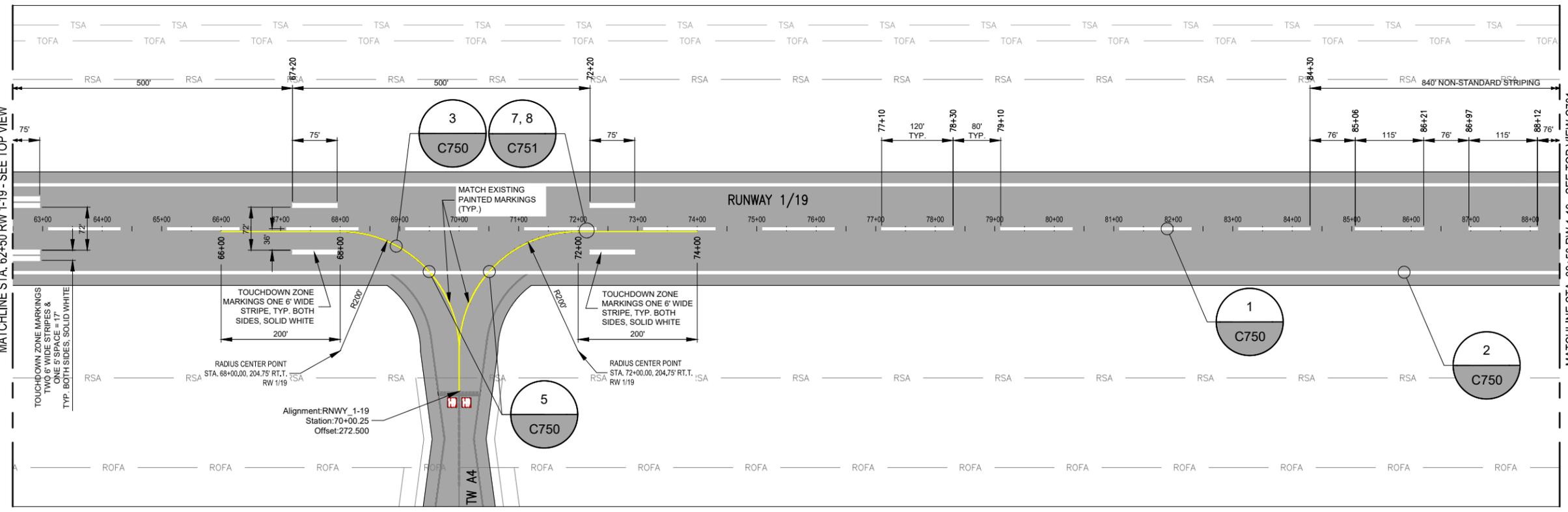
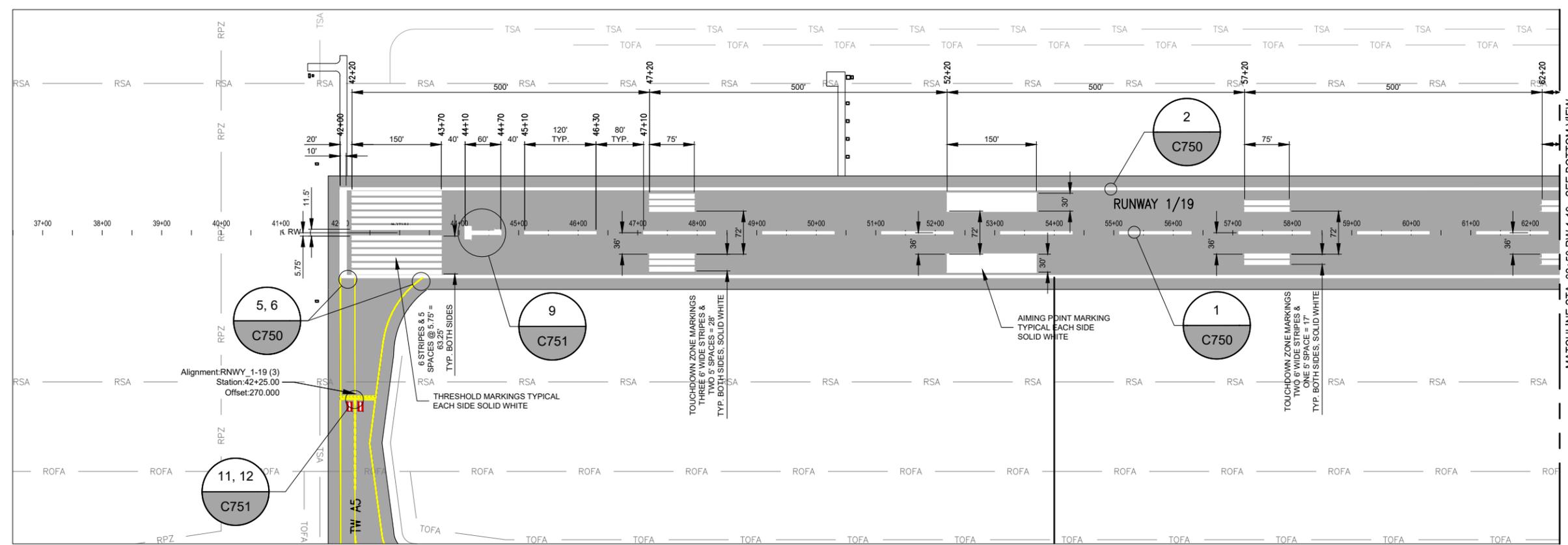
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  - SEE SHEET C750 THRU C752 FOR STRIPING DETAILS.
  - CONTRACTOR SHALL HAVE A COPY OF THE CURRENT FAA AC 150/5340-1M "STANDARDS FOR AIRPORT MARKINGS" ON SITE AT ALL TIMES. ANY DISCREPANCY BETWEEN INFORMATION SHOWN ON THE PLAN SHEETS AND THE AC SHALL BE COORDINATED WITH THE RPR FOR DIRECTION.
  - ANY DISCREPANCIES BETWEEN THESE PLANS AND THE ACTUAL STRIPING PRESENT IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE RPR.
  - PERMANENT APPLICATION OF PAINT WILL BE APPLIED A MINIMUM OF 30 DAYS AFTER THE SEAL COAT IS COMPLETED. RATES OF APPLICATION SHALL BE AS SPECIFIED IN SECTION P-620.
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  - GLASS BEADS SHALL BE APPLIED TO PERMANENT PAVEMENT MARKINGS. APPLICATION RATES AND GLASS BEAD TYPE SHALL BE AS SPECIFIED IN ITEM P-620. DO NOT APPLY GLASS BEADS TO TIEDOWN MARKINGS.
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  - ADJUSTED RUNWAY CENTERLINE STRIPES AND SPACING BETWEEN STRIPES AT CENTER POINT OF RUNWAY TO ACCOMMODATE RUNWAY LENGTH. THE SPACING SHALL BE AS SHOWN ON SHEET C700 AND C701.
  - RUNWAY MARKINGS HAVE PRECEDENCE OVER THE TAXIWAY LEAD IN LINES ON CENTERLINE MARKINGS.
  - STENCILS FOR THE HELICOPTER PARKING POSITION DESIGNATORS AND WEST APRON TIEDOWN NUMERALS SHALL BE CREATED BY THE CONTRACTOR AND LEFT WITH THE AIRPORT AFTER THE PROJECT IS COMPLETED.



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Plotted April 10, 2024 @ 9:25 AM by Florida, Rhonda  
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PAVEMENT MAINTENANCE

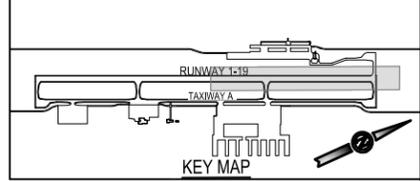
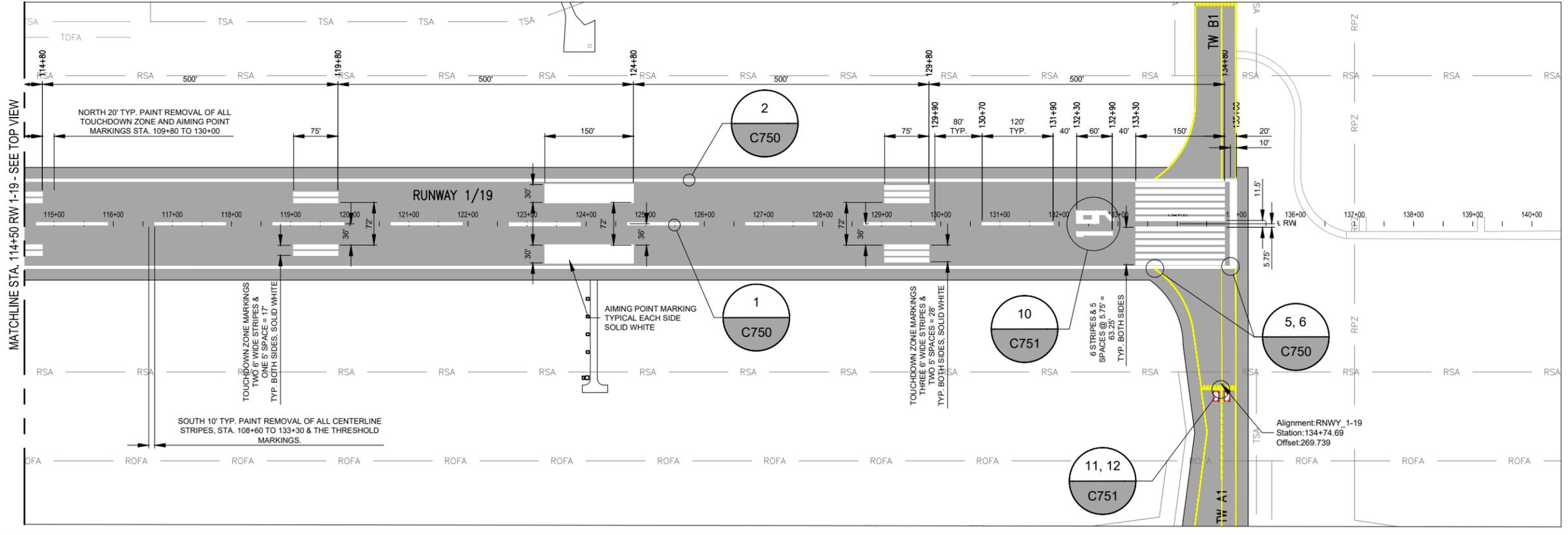
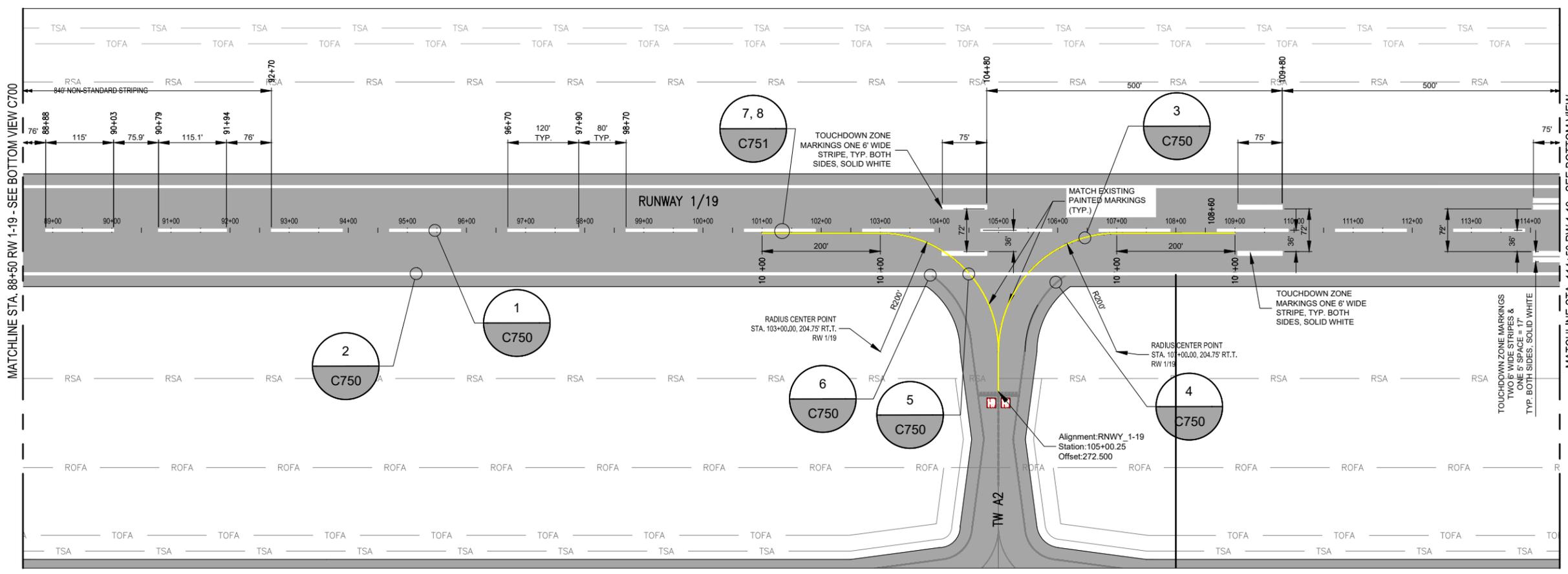
PAVEMENT MARKING PLAN  
STA. 42+00 TO 88+50  
RUNWAY 1-19

AIP PROJ. NO.  
3-49-0060-047-2024

WOOLPERT PROJ. NO.  
10018951

SHEET NAME  
C700

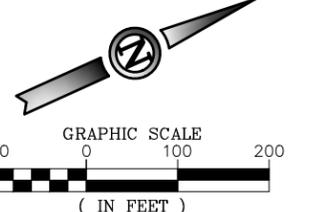
SHEET NO.  
19 of 31



**PAINTING LEGEND**

	PROPOSED RUNWAY MARKINGS
	PROPOSED TAXIWAY MARKINGS
	EXISTING MARKINGS

- NOTES:**
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PAVEMENT MAINTENANCE

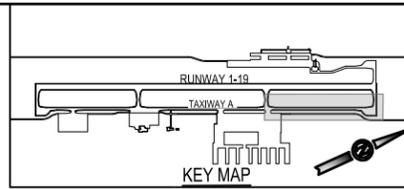
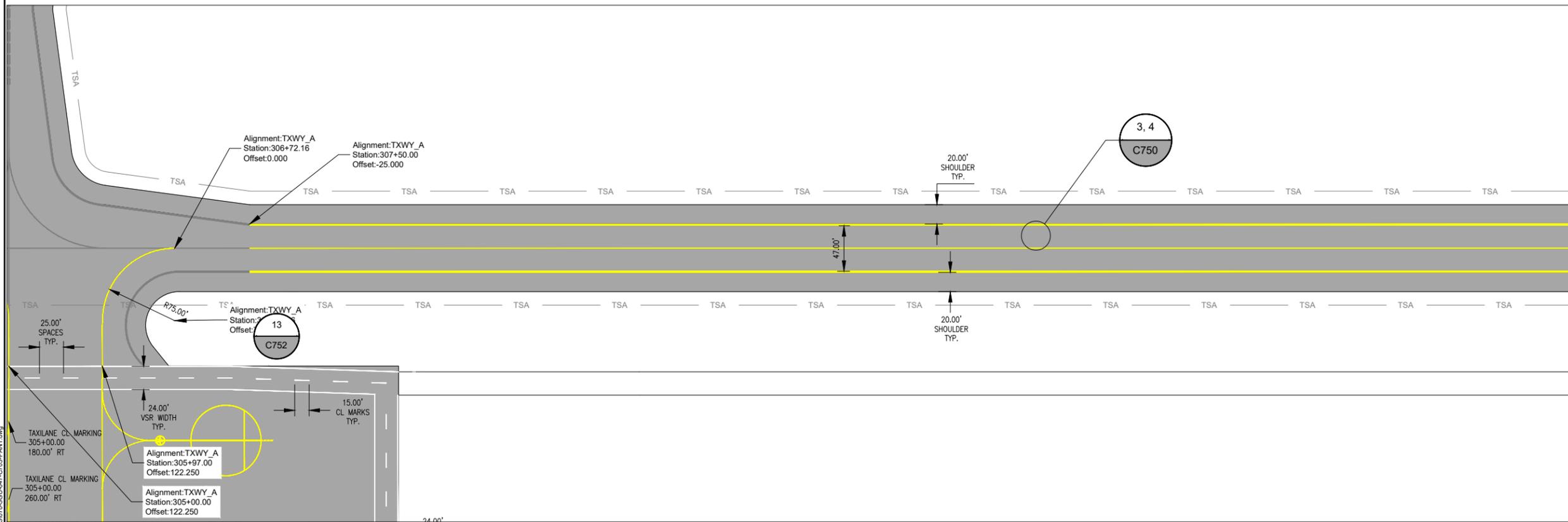
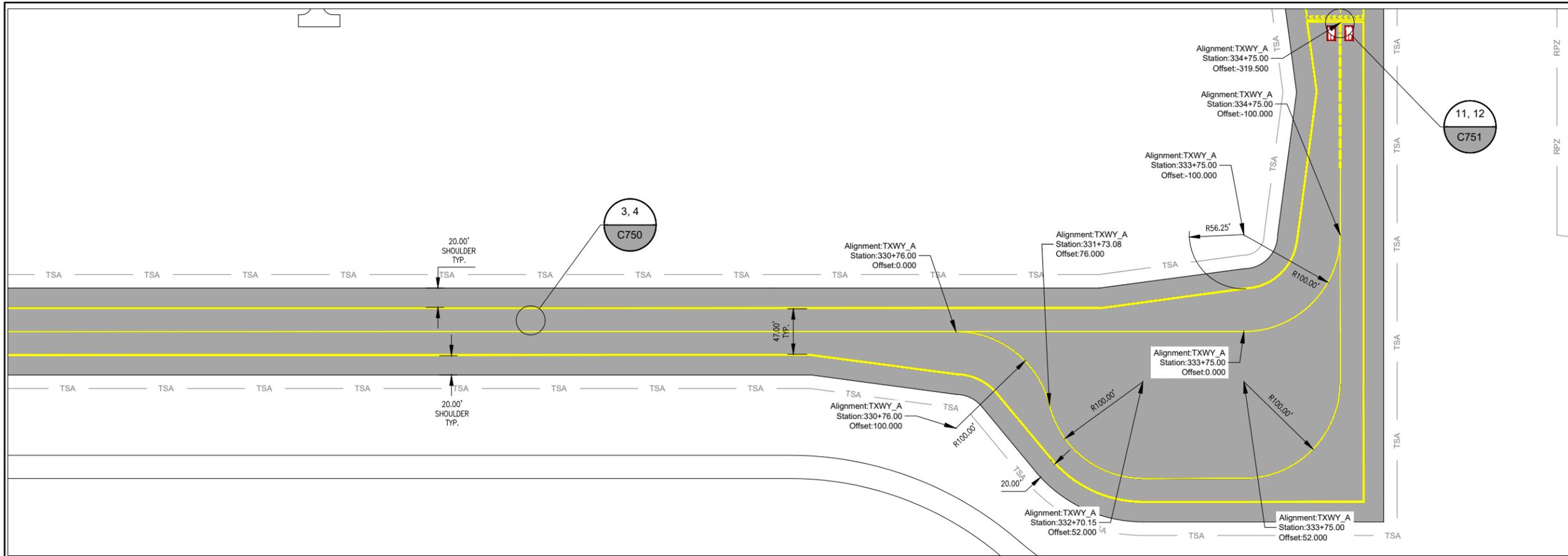
PAVEMENT MARKING PLAN  
STA. 88+50 TO 135+00  
RUNWAY 1-19

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

SHEET NAME  
C701

SHEET NO.  
20 of 31

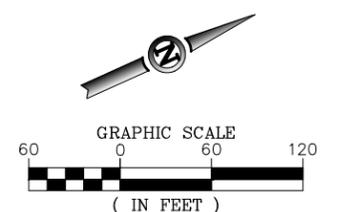




**PAINTING LEGEND**

	PROPOSED RUNWAY MARKINGS
	PROPOSED TAXIWAY MARKINGS
	EXISTING MARKINGS

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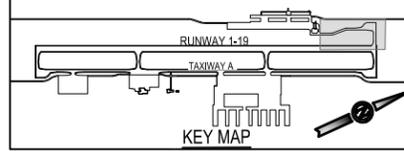
PAVEMENT MARKING PLAN  
TAXIWAY A

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

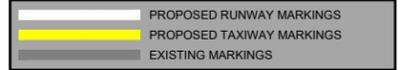
SHEET NAME  
C703

SHEET NO.  
22 of 31

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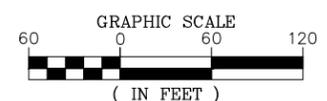


**PAINTING LEGEND**



**NOTES:**

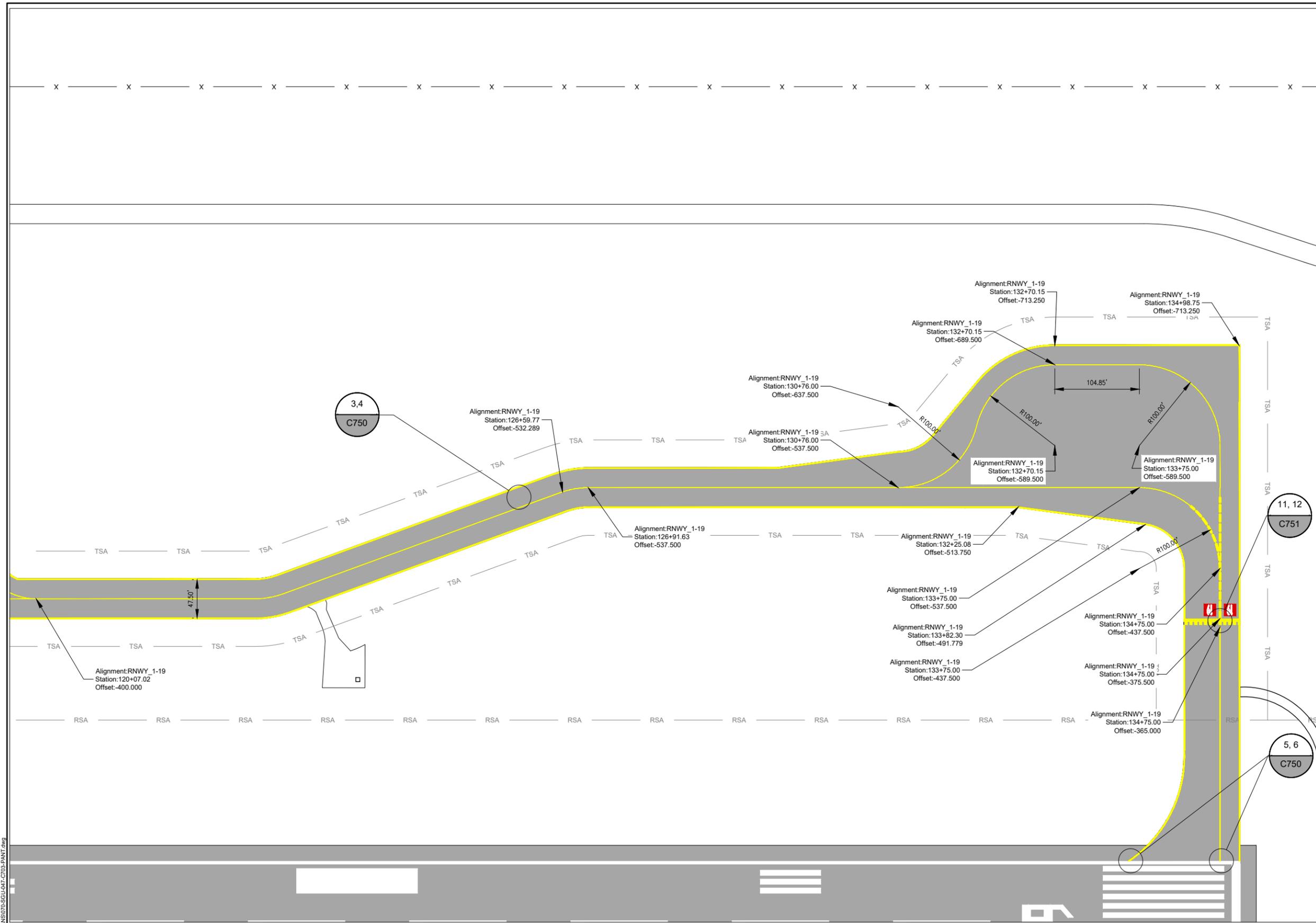
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KIRT J MCDANIEL PE-181491 04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.



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DES: L.O.B.	ISSUE RECORD			
	NO.	BY	DATE	DESCRIPTION
DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
CH: C.L.G.				
APP: K.J.M.				

PAVEMENT MAINTENANCE

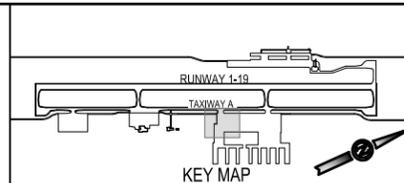
PAVEMENT MARKING PLAN  
TAXIWAY B

SHEET NAME  
C704  
SHEET NO.  
23 of 31

AIP PROJ. NO.  
3-49-0060-047-2024

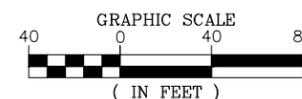
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10018951





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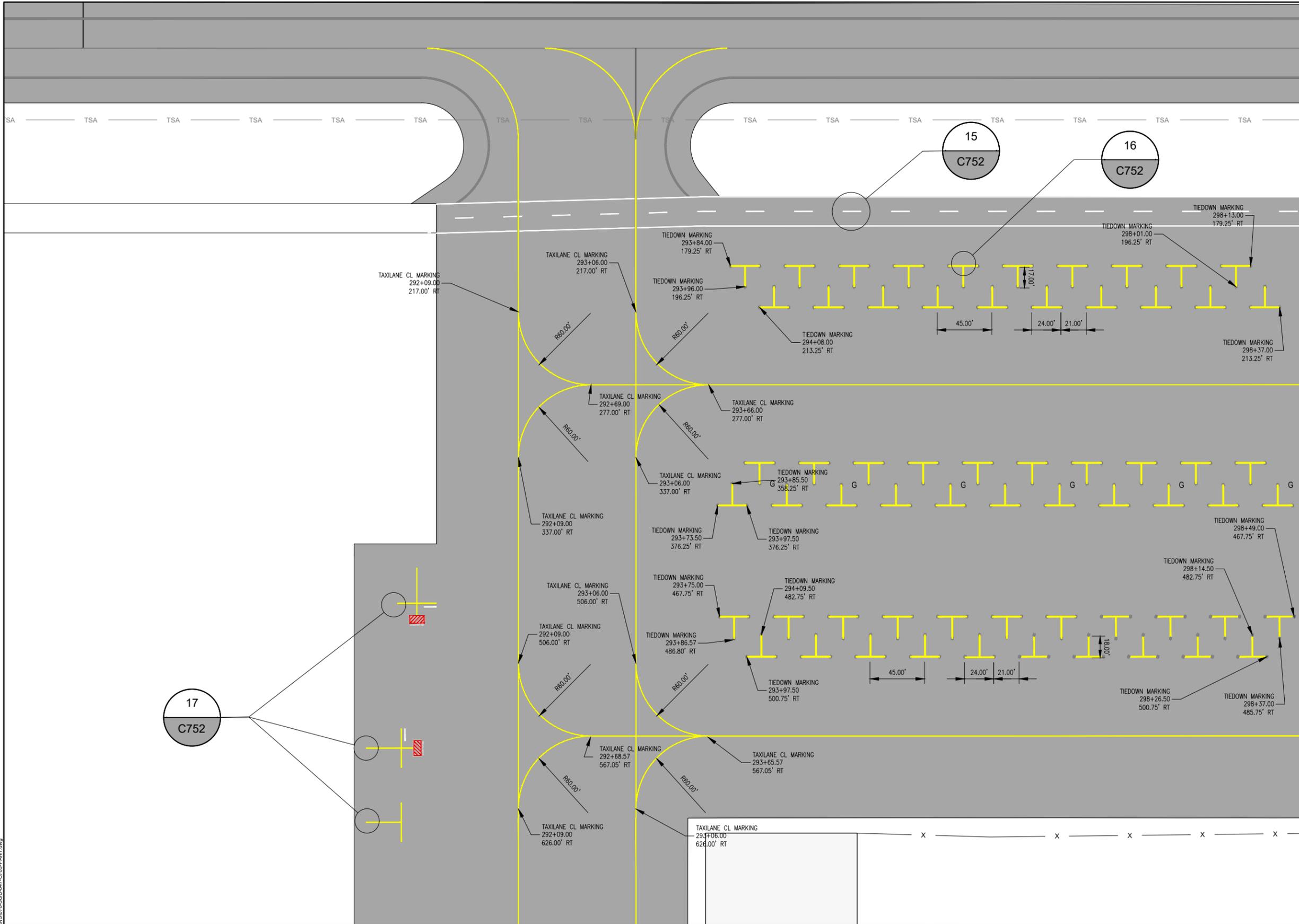
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DR: L.O.B.	1	KJM	04/05/2024	ISSUED FOR REVIEW
CH: C.L.G.				
APP: K.J.M.				

PAVEMENT MAINTENANCE

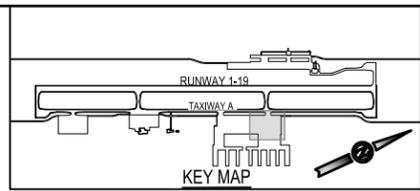
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SOUTHWEST AREA  
EAST FBO APRON

AIP PROJ. NO.  
3-49-0060-047-2024

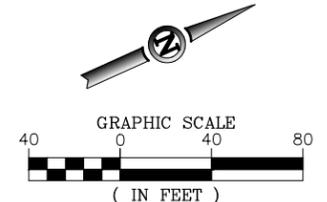
WOOLPERT PROJ. NO.  
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SHEET NAME  
C706

SHEET NO.  
25 of 31



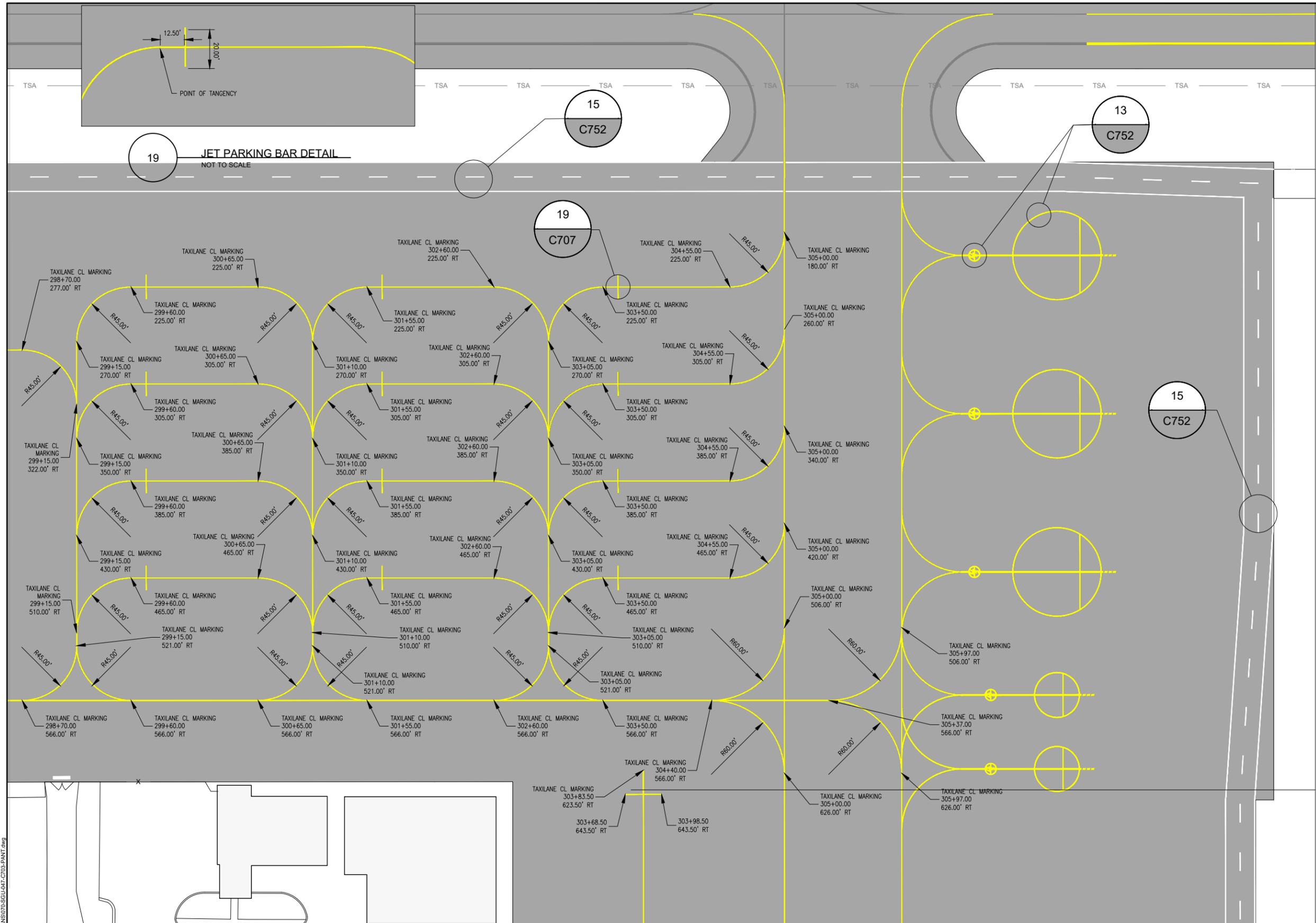
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ISSUE RECORD				
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APP: K.J.M.				

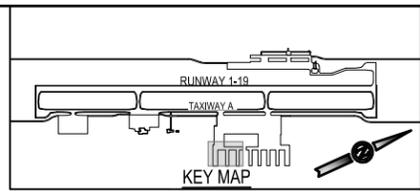
PAVEMENT MAINTENANCE

PAVEMENT MARKING PLAN  
NORTHWEST AREA  
EAST FBO APRON

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

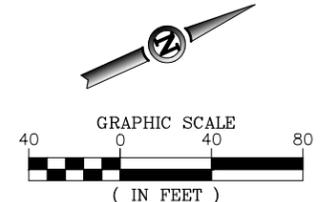
SHEET NAME  
C707

SHEET NO.  
26 of 31



PAINTING LEGEND	
	PROPOSED RUNWAY MARKINGS
	PROPOSED TAXIWAY MARKINGS
	EXISTING MARKINGS

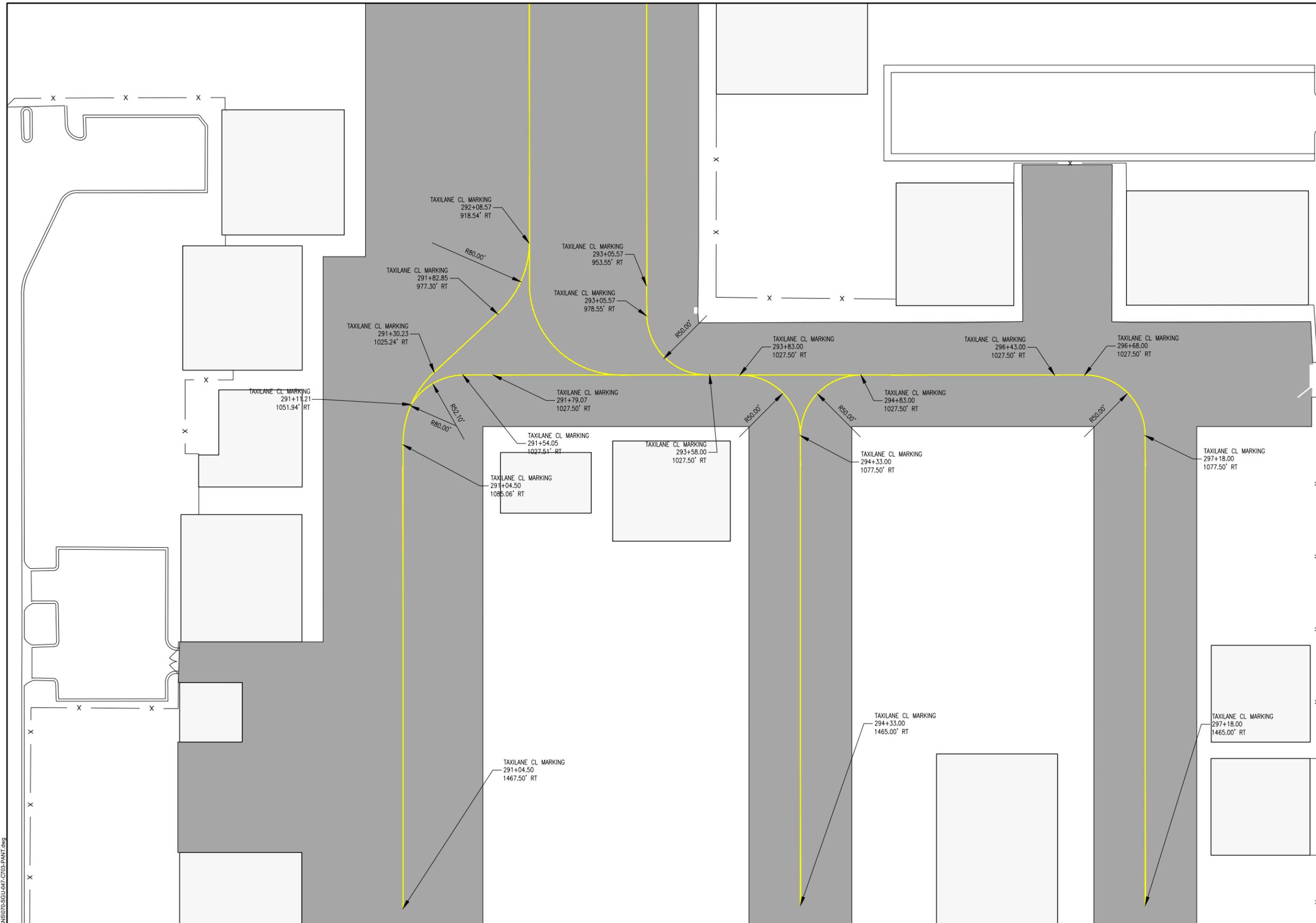
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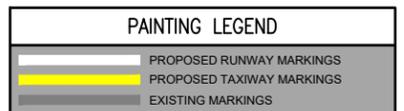
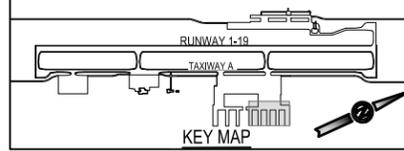
PAVEMENT MAINTENANCE

PAVEMENT MARKING PLAN  
SOUTHEAST AREA  
EAST FBO APRON

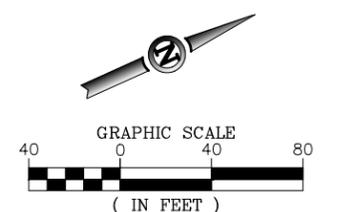
SHEET NAME  
C708  
SHEET NO.  
27 of 31

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

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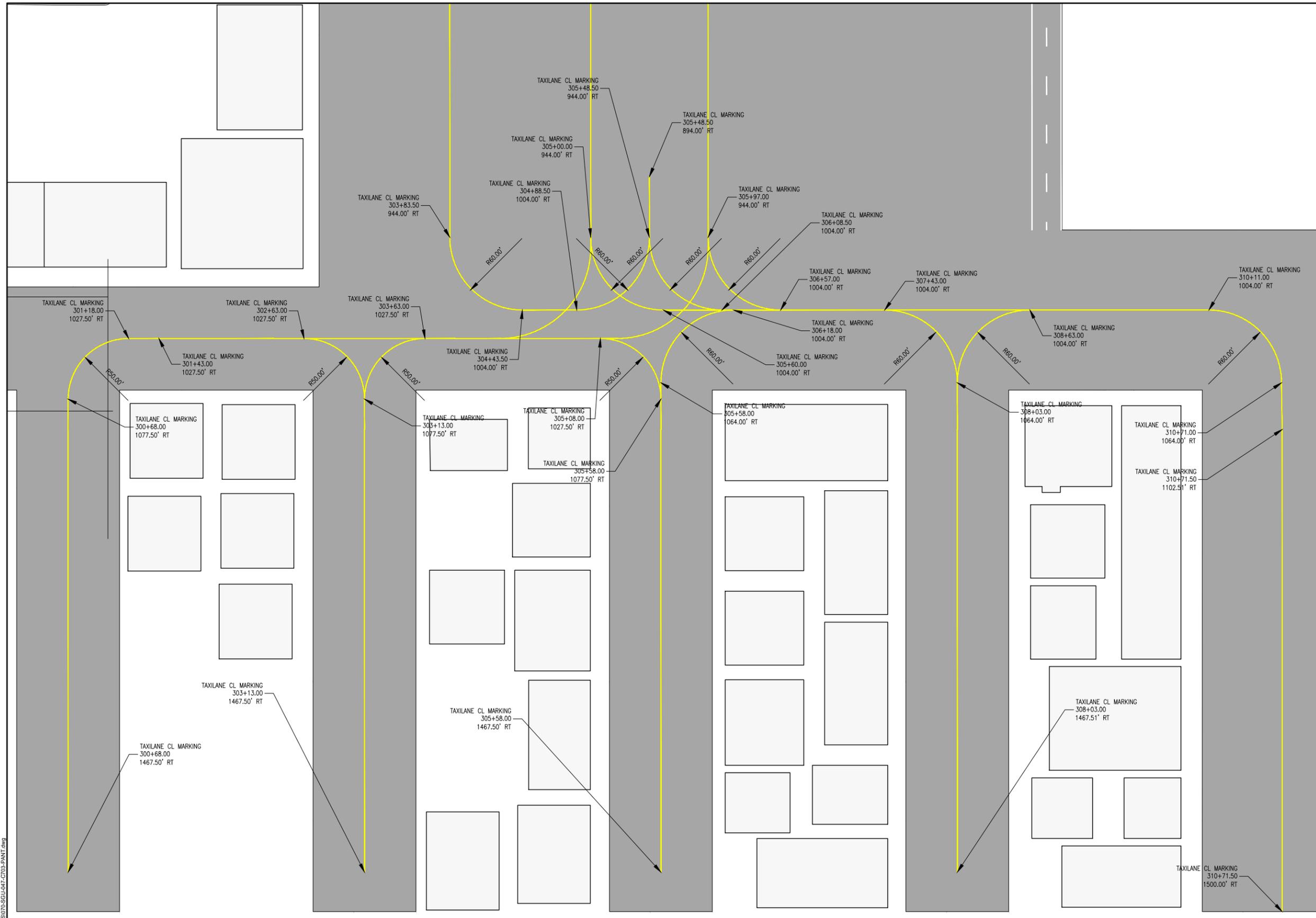
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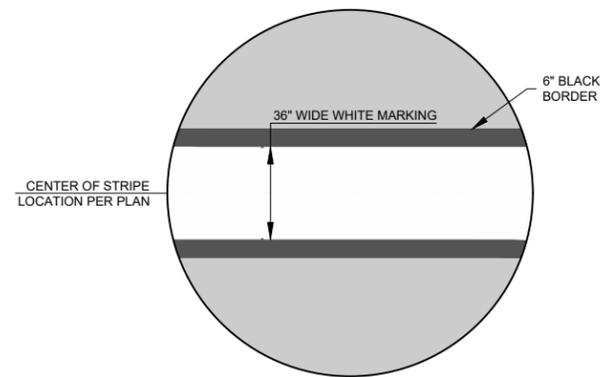
PAVEMENT MAINTENANCE

PAVEMENT MARKING PLAN  
NORTHEAST AREA  
EAST FBO APRON

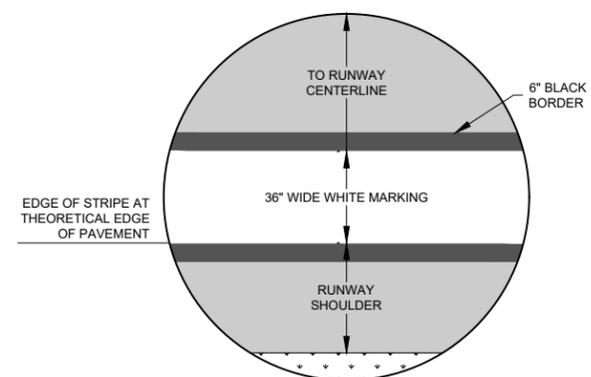
SHEET NAME  
C709  
SHEET NO.  
28 of 31

AIP PROJ. NO. 3-49-0060-047-2024  
WOOLPERT PROJ. NO. 10018951

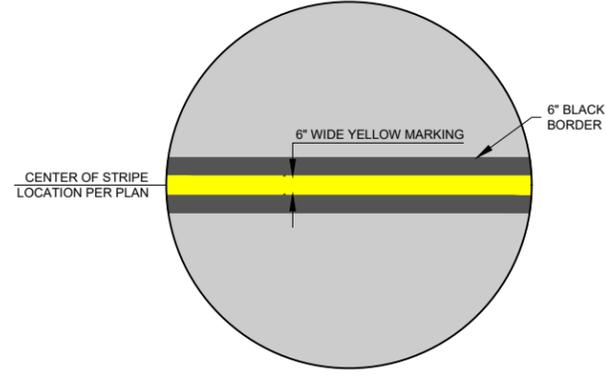
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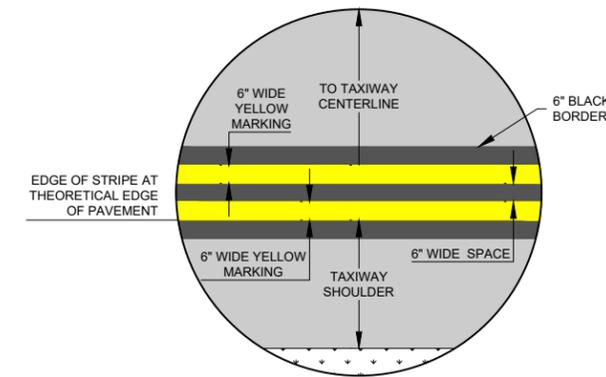
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NOT TO SCALE



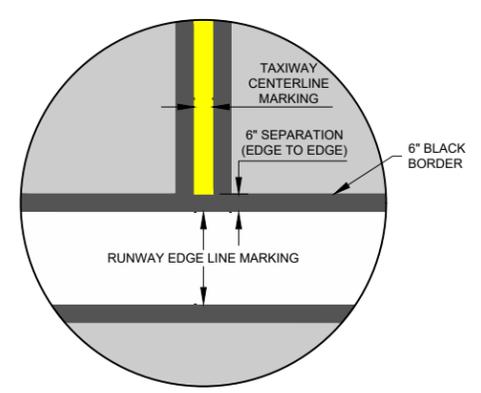
2 RUNWAY EDGE STRIPE MARKING DETAIL  
NOT TO SCALE



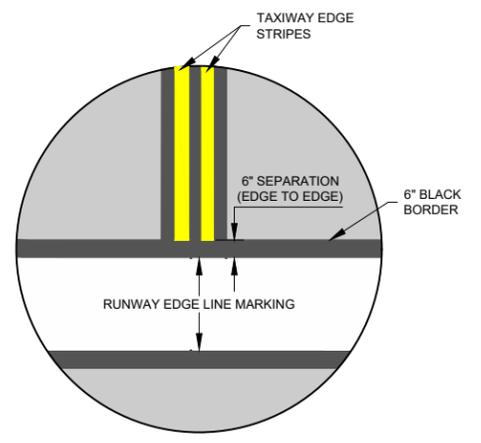
3 TAXIWAY CENTERLINE MARKING DETAIL  
NOT TO SCALE



4 TAXIWAY EDGE STRIPE MARKING DETAIL  
NOT TO SCALE



5 TYPICAL DIMENSION BETWEEN TAXIWAY CENTERLINE & RUNWAY EDGE STRIPE  
NOT TO SCALE



6 TYPICAL DIMENSION BETWEEN TAXIWAY EDGE STRIPE & RUNWAY EDGE STRIPE  
NOT TO SCALE

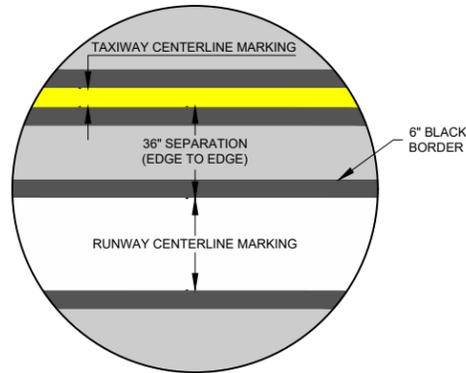
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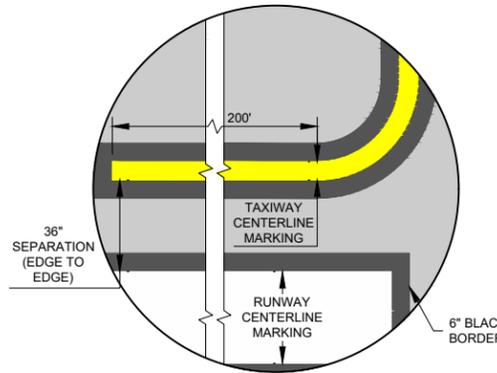
KIRT J MCDANIEL PE-181491 04/05/2024  
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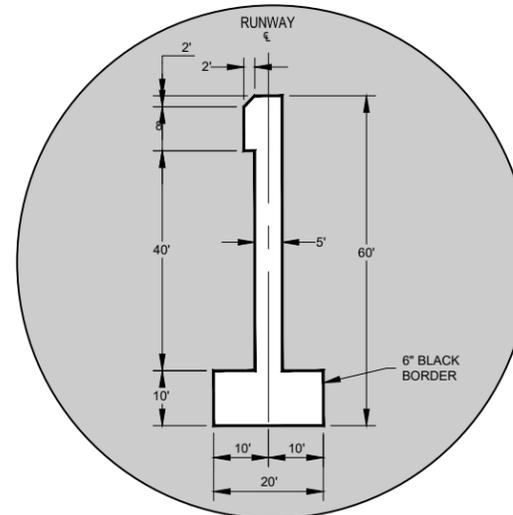
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CH: C.L.G.	1	KJM	04/05/2024	ISSUED FOR REVIEW						
APP: K.J.M.										



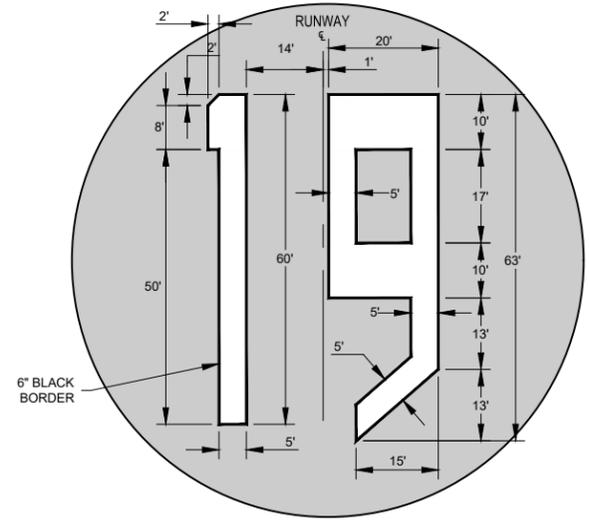
7 TYPICAL DIMENSION BETWEEN RUNWAY CENTERLINE & TAXIWAY CENTERLINE  
NOT TO SCALE



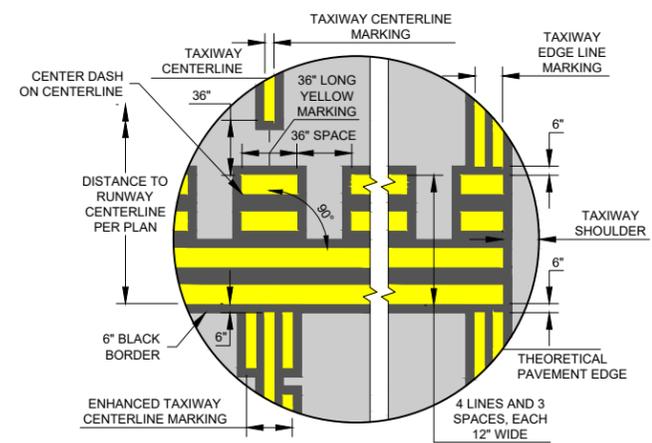
8 TAXIWAY LEAD IN LINE DETAIL  
NOT TO SCALE



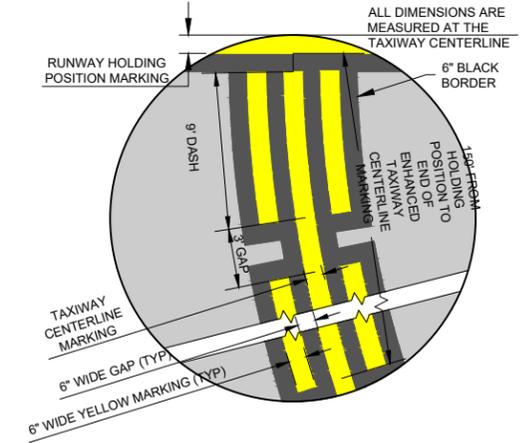
9 RUNWAY DESIGNATION NUMBER 1 DETAIL  
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10 RUNWAY DESIGNATION NUMBER 19 DETAIL  
NOT TO SCALE



11 HOLDING POSITION MARKER DETAIL  
NOT TO SCALE



12 ENHANCED TAXIWAY CENTERLINE MARKING DETAIL  
NOT TO SCALE

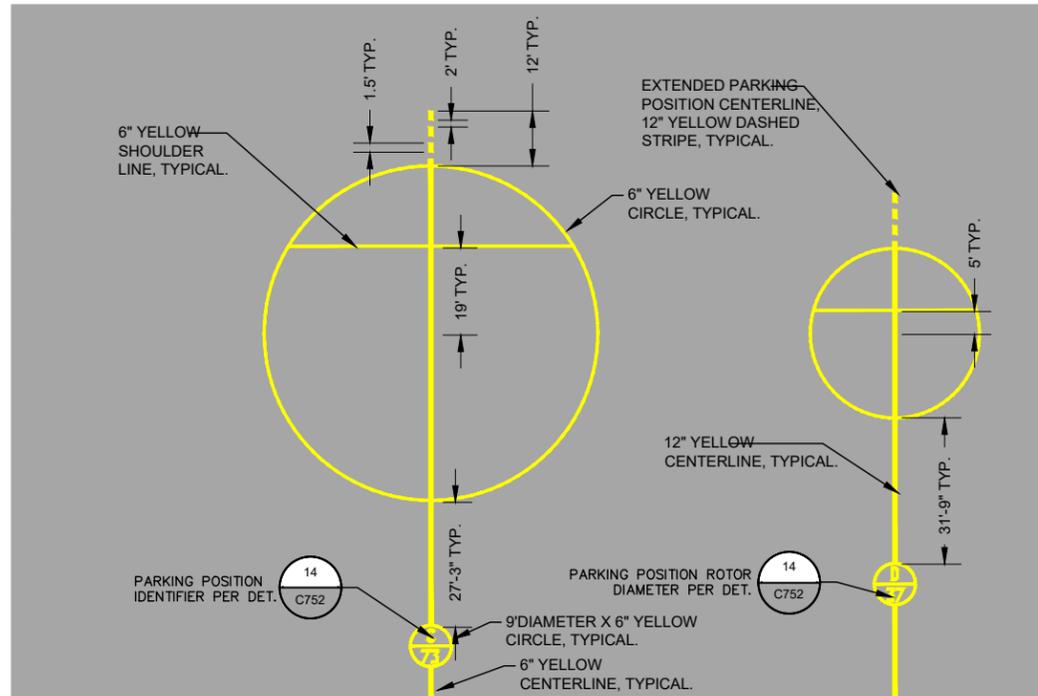
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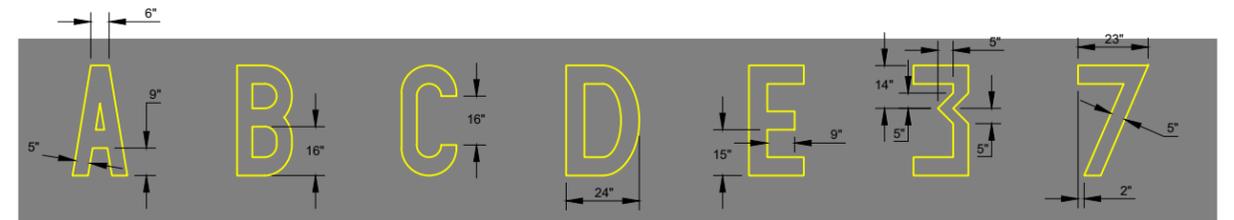
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		DES: L.O.B.	ISSUE RECORD				PAVEMENT MAINTENANCE	PAVEMENT MARKING DETAILS		SHEET NAME
		DR: L.O.B.	NO.	BY	DATE	DESCRIPTION		AIP PROJ. NO.	WOOLPERT PROJ. NO.	C751
		CH: C.L.G.	1	KJM	04/05/2024	ISSUED FOR REVIEW	3-49-0060-047-2024	10018951	SHEET NO.	
		APP: K.J.M.							30 of 31	

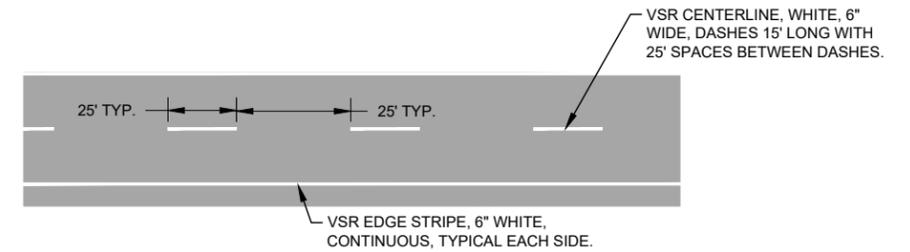


13 HELICOPTER PARKING POSITION MARKINGS  
NOT TO SCALE

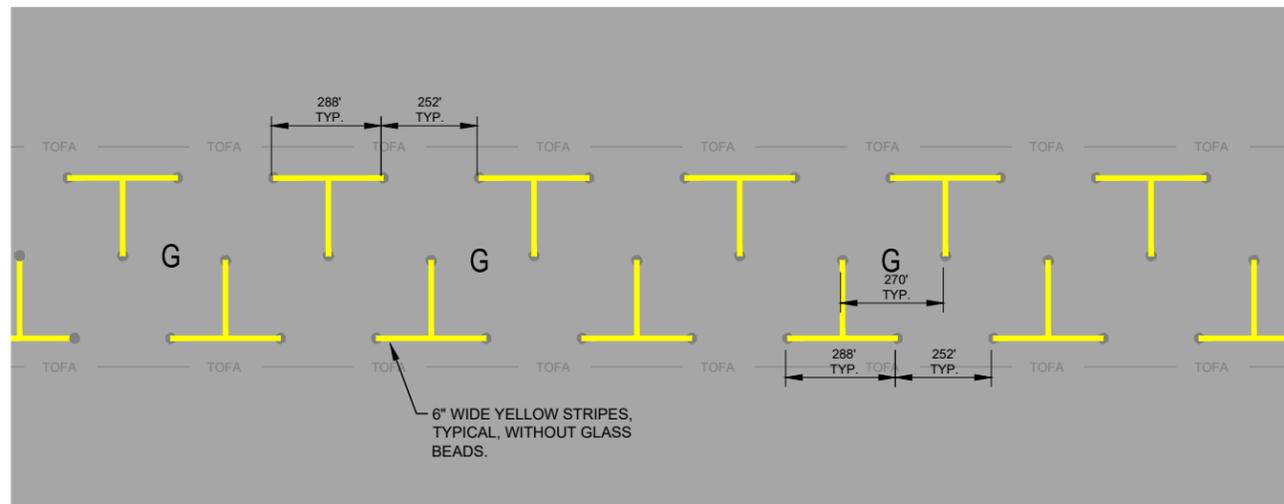


- NOTES:
- 1. 36" HIGH.
  - 2. 18" WIDE.
  - 3. VERTICAL STROKE OF 5".
  - 4. HORIZONTAL STROKE OF 6".
  - 5. RADIUS FOR B & C INSIDE CORNERS SHALL BE 4" TYPICAL.
  - 6. CHARACTERS SHALL BE YELLOW.

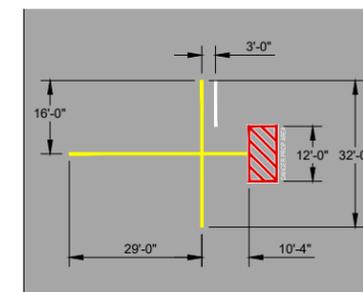
14 HELICOPTER PARKING POSITION IDENTIFIER & ROTOR DIAMETER NUMBER  
NOT TO SCALE



15 RAMP VSR MARKINGS  
NOT TO SCALE



16 APRON TIEDOWN DETAIL  
NOT TO SCALE



17 FEDEX TIEDOWN MARKINGS  
NOT TO SCALE

**ISSUED FOR REVIEW**

THESE DRAWINGS ARE FOR DESIGN REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

KIRT J MCDANIEL PE-181491 04/05/2024  
FOR AND ON BEHALF OF WOOLPERT, INC.

Printed April 10, 2024 @ 9:26 AM by Florida, Rhonda  
C:\SGU\SGU\047\_P\MT\_Maint\CAD\PLAN\SGU\SGU-047-0750-PANT-DETL.dwg

		DES: L.O.B.	ISSUE RECORD				PAVEMENT MAINTENANCE	PAVEMENT MARKING DETAILS		SHEET NAME
		DR: L.O.B.	NO.	BY	DATE	DESCRIPTION		AIP PROJ. NO.	WOOLPERT PROJ. NO.	SHEET NO.
		CH: C.L.G.	1	KJM	04/05/2024	ISSUED FOR REVIEW	3-49-0060-047-2024	10018951	31 of 31	
		APP: K.J.M.								



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Utah

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

August 22, 2024

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

Dear Mayor Randall:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-047-2024 at St. George Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

John P Bauer  
John P Bauer (Aug 22, 2024 10:36 MDT)

John P. Bauer  
Manager, Denver Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	August 22, 2024
<hr/>	
Airport/Planning Area	St. George Regional Airport
<hr/>	
Airport Infrastructure Grant Number	3-49-0060-047-2024 [Contract No. DOT-FA24NM-1119]
<hr/>	
Unique Entity Identifier	SM4JSVJ7VXX5
<hr/>	

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

This grant channels through the State of Utah.

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 16, 2024, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

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

**Reseal Apron Pavement Surface (Terminal, East GA and West GA),  
Reseal Runway 1/19 Pavement Surface**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

**Assistance Listings Number (Formerly CFDA Number): 20.106**

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

### **CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,364,000.

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

\$0 for planning

\$1,364,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

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

a. Period of Performance:

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

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
  8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
  9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

**10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

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

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

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

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

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

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

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

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

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

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

- 17. Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
- 18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

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

- 20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

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

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

**22. Trafficking in Persons.**

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

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

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
  - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - b) A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**23. AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

**24. Exhibit “A” Property Map.** The Exhibit “A” Property Map dated February 28, 2024, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**25. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals.
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
- 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

- 29. FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

- 30. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 31. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
- 32. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
  - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
    1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
      - i. Location of all runways, taxiways, and aprons;
      - ii. Dimensions;
      - iii. Type of pavement; and,
      - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
    2. Inspection Schedule.
      - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
      - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
    3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
      - i. Inspection date;
      - ii. Location;
      - iii. Distress types; and
      - iv. Maintenance scheduled or performed.
    4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 33. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 34. Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. 47106(a)(6).

- 35. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 36. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

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

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

John P Bauer  
John P Bauer (Aug 22, 2024 10:36 MDT)  
\_\_\_\_\_  
(Signature)

John P Bauer  
\_\_\_\_\_  
(Typed Name)

Manager, Denver ADO  
\_\_\_\_\_  
(Title of FAA Official)

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

**Part II - Acceptance**

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

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

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

Dated August 22, 2024

**CITY OF ST. GEORGE, UTAH**

*(Name of Sponsor)*

*Michele Randall*

Michele Randall (Aug 22, 2024 12:19 MDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Michele Randall

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

**Title:** Mayor

*(Title of Sponsor's Authorized Official)*

**Attested By:**



*(Signature of Sponsor's Attestation)*

**By:** Christina Fernandez

*(Typed Name of Sponsor's Attestation)*

**Title:** City Recorder

*(Title of Sponsor's Attestation)*

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

**CERTIFICATE OF SPONSOR’S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at August 22, 2024

By:   
\_\_\_\_\_  
(Signature of Sponsor’s Attorney)

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

## **ASSURANCES**

### **AIRPORT SPONSORS**

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

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

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

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

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

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

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

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

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

**C. Sponsor Certification.**

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

**1. General Federal Requirements**

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

**FEDERAL LEGISLATION**

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

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

#### **EXECUTIVE ORDERS**

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

#### **FEDERAL REGULATIONS**

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

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

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

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

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

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

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

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

## **SPECIFIC ASSURANCES**

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

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

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

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

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

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

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

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

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

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

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

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

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

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

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

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

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance-Management.**

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

**12. Terminal Development Prerequisites.**

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

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

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

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

**14. Minimum Wage Rates.**

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

**15. Veteran's Preference.**

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

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

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

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

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

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

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

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

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

## 21. Compatible Land Use.

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

## 22. Economic Nondiscrimination.

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

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

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

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

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

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

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

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

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

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

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

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

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **27. Use by Government Aircraft.**

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

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

#### **28. Land for Federal Facilities.**

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

#### **29. Airport Layout Plan.**

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

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

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### 30. Civil Rights.

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

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

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

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

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of St. George, Utah), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

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

### 31. Disposal of Land.

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

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

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

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

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

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

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

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

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

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

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 16, 2024.

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

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

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

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

**37. Disadvantaged Business Enterprises.**

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

**38. Hangar Construction.**

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

**39. Competitive Access.**

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



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2f

**Subject:**

Consider approval to waive the fees for the Sunrise Market and the Downtown Farmers Market for the use of City-property until December 31, 2025.

**Item at-a-glance:**

Staff Contact: Shane Moore  
Applicant Name: Sunrise Market and Downtown Farmers Market  
Reference Number: N/A  
Address/Location:  
Seegmiller Farm and Vernon Worthen Park

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

This request was discussed at the October 10, 2024 work meeting. The Council was in favor of waiving the fees for reasons discussed at the work meeting.

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

These markets contribute to and promote small businesses in the community.

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

**Budget Impact:**

Cost for the agenda item: N/A  
Amount approved in current FY budget for item: N/A  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
N/A  
Description of funding source:  
N/A

**Recommendation (Include any conditions):**

N/A

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**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
SEPTEMBER 19, 2024, 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

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

**EXCUSED:**

**Councilmember Jimmie Hughes**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Ryan Dooley  
Deputy City Recorder Annette Hansen  
Community Development Director Carol Winner  
Special Events Coordinator Tammy Price  
Planner Brett Hamilton  
Water Services Director Scott Taylor  
Economic Development Director Chad Thomas  
Planner Brenda Hatch  
Assistant Public Works Director Wes Jenkins  
Planner Dan Boles  
Public Works Director Cameron Cutler**

**OTHERS PRESENT:**

**Applicant Sean Harty  
Applicant Mike Terry**

**CALL TO ORDER:**

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Stacie Shurtliff with The Church of Jesus Christ of Latter-day Saints and The Pledge of Allegiance to the Flag was led by Mayor Randall.

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

Link to comments from City Manager John Willis regarding removing item 2n from the agenda: [00:01:47](#)

**MAYOR'S RECOGNITIONS AND UPDATES:**

Link to introductions of the City's new Special Events Coordinator Tammy Price and Planner Brett Hamilton: [00:02:13](#)

**CONSENT CALENDAR:**

- a. Consider approval for the purchase of columbariums for the Tonaquint Cemetery Expansion project.**

BACKGROUND and RECOMMENDATION: The expansion of the Tonaquint Cemetery is underway. This expansion will allow the cemetery to serve the

5 community with approximately 3000 in ground lots, and approximately 3000  
6 cremation lots at the full build out. Staff recommends approval of the  
7 columbariums in the amount of \$356,940.  
8

9 **b. Consider approval to award a bid to Morgan Pavement Maintenance for**  
10 **the Slurry Seal Project.**

11 BACKGROUND and RECOMMENDATION: This was a formal bid; three (3) bids  
12 were received. Staff recommends awarding the bid to Morgan Pavement  
13 Maintenance in the amount of \$566,250.  
14

15 **c. Consider approval of a contract with Holbrook Asphalt, Inc. for HA5 seal**  
16 **coat for various streets within the City of St. George.**

17 BACKGROUND and RECOMMENDATION: This is a sole source award. HA5 seal  
18 coat has been used for many years throughout the City for asphalt preservation  
19 with excellent results. Staff recommends approval of the contract.  
20

21 **d. Consider approval to award a bid to Maxwell Asphalt, Inc. for AIP-47**  
22 **Pavement Maintenance Inquiry 24-122.**

23 BACKGROUND and RECOMMENDATION: Three (3) bids were received and opened  
24 on May 16, 2024, for AIP-47 Pavement Maintenance project. The project public  
25 notice was posted on the St George City website. The Airport's engineering  
26 consultant firm, Woolpert (FKA Jviation) also sent the bid advertisement to four  
27 contractors that have completed similar airfield projects in the past. Woolpert  
28 recommended awarding the bid to Maxell Asphalt, Inc. in the amount of  
29 \$1,782,175.  
30

31 **e. Consider approval of AIP-Project No. 3-49-0060-047-2024 for Pavement**  
32 **Maintenance at the St. George Regional Airport.**

33 BACKGROUND and RECOMMENDATION: This is for the pavement maintenance:  
34 Seal Runway 1/19, parallel taxiways A and B, connector taxiways A2, A5, and B1,  
35 East/West general aviation aprons (associated with taxi lanes) and a portion of  
36 the terminal apron pavement surfaces and joints. A grant application was signed  
37 by the City of St George on April 16, 2024 and sent to the FAA for approval.  
38 Staff recommends approval in the amount of \$1,400,000.  
39

40 **f. Consider approval of purchasing playground equipment via a state**  
41 **contract with Lucky Dog Recreation for Middleton Park.**

42 BACKGROUND and RECOMMENDATION: This purchase is to replace the existing  
43 playground at Middleton Park. The replacement playground will utilize the same  
44 footprint as the existing playground. It is a forest theme with a 2-5 age playset  
45 and a 5-12 age playset with integrated shade. The surfacing will be changed to  
46 artificial turf and rubber tiles which will make the playground more ADA  
47 accessible. Materials will be purchased utilizing the state contract through Lucky  
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5 Dog Recreation, who will also be installing it. Staff recommends approval of  
6 purchasing the equipment in the amount of \$361,073.34.  
7

8 **g. Consider approval for a change order for Alliance Consulting for**  
9 **construction administration costs for the Virgin River South Trail phase**  
10 **2, Bloomington Park (Brigham Rd) to I-15.**  
11

12 BACKGROUND and RECOMMENDATION: This section of trail is closing a gap in  
13 the Virgin River South Trail from I-15 to Brigham Rd (Bloomington Park).  
14 Construction for this phase began in April 2024 and is nearing completion. Staff  
15 recommends approval in the amount of \$32,760.  
16

17 **h. Consider approval of a contract with the State of Utah for grant funds to**  
18 **undertake archaeological projects under the Archaeological Survey Grant**  
19 **Program.**  
20

21 BACKGROUND and RECOMMENDATION: This contract is to provide state grant  
22 funding in the amount of \$74,000 to undertake several archaeological projects  
23 throughout the City on City owned property. The City is matching this funding by  
24 providing an in-kind match of \$37,000 and cash match of \$37,000 making the  
25 total project costs \$148,000. Site locations include Petroglyph Park, Diagonal  
26 Street Cliffs, Knetta's Knoll, Red Hills Golf Course, and Pioneer Park. Work to be  
27 completed includes creation and installation of etiquette signs, rules signs,  
28 interpretive signs, post and chain barriers, fencing, an elevated viewing platform,  
29 improvements to an existing natural trail, updating cultural resource inventory,  
30 and archaeological survey and recording. Staff recommends approval in the  
31 amount of \$148,000.  
32

33 **i. Consider approval of Progressive Contracting Inc's bid on the Rim Rock**  
34 **Trail construction project.**  
35

36 BACKGROUND and RECOMMENDATION: The Rim Rock Trail is on the City's Parks  
37 and Trail Masterplan as a proposed trail connection. It has been approved  
38 through Joint Utility Committee and the Hillside Committee. The project was sent  
39 to bid and six (6) bids were submitted with PCI as the lowest bidder at  
40 \$476,984.50. The project has been awarded a federal grant from the RTP  
41 program in the amount of \$150,000, which will need to be used by the end of  
42 this fiscal year. All environmental requirements of the grant have been  
43 completed. The total length of the trail is about a half mile that will go from the  
44 Rim Rock Wash Pedestrian bridge to 700 South. Due to the UDOT improvement  
45 happening on 700 south, the trail will only be constructed to 900 South, with the  
46 rest to follow after UDOT work is completed. Staff recommends approval in the  
47 amount of \$476,984.50.  
48

49 **j. Consider approval of a Construction Agreement with Feller Enterprises**  
50 **for the Little Valley Pressurized Irrigation Project.**  
51

52 BACKGROUND and RECOMMENDATION: Bids were opened on September 10th for  
53 the project and three bids were received. Bids ranged from \$2,898,517.22 to

5 \$7,314,401 with the low bid coming from Feller Enterprises. Staff recommends  
6 approving the agreement in the amount of \$2,898,517.22.  
7

8 **k. Consider approval of a Construction Agreement with Mountain States**  
9 **Contractors for St. George Regional Water Reclamation Facility**  
10 **Headworks and UV Improvements Project.**

11 BACKGROUND and RECOMMENDATION: Bids were opened for the project on  
12 September 10th. Two (2) bids for the project for \$213,875.48 from Mountain  
13 States and \$340,000 from Bud Mahas. Staff recommends approving the  
14 agreement in the amount of \$213,875.48.  
15

16 **l. Consider approval of a Professional Services Agreement with Sustainable**  
17 **Real Estate Solutions, Inc.**

18 BACKGROUND and RECOMMENDATION: More than 30 states have passed  
19 legislation enabling commercial property assessed clean energy, or C-PACE,  
20 among them Utah, which first passed enabling legislation in 2013. The statute  
21 authorized local governments to offer commercial and industrial property owners  
22 a unique mechanism for financing energy efficiency, renewable energy, and water  
23 conservation improvements to their buildings. S.B. Bill 273, enacted in March  
24 2017, amends the earlier legislation by expanding the scope of eligible projects,  
25 and more clearly defining the process of developing and financing projects,  
26 including financing by private lenders. The complete statute can be found at Utah  
27 Code Ann. §11-42a (2017), also referred to as the C-PACE Act. Because the  
28 long-term financing can cover up to 100 percent of a building's modernization  
29 project cost and often requires no money down, C-PACE enables property owners  
30 to make substantial upgrades to their buildings. The project's energy savings  
31 may outweigh the C-PACE payments, which creates positive cash flow for the  
32 property owner, whose upgraded building may be more appealing to tenants and  
33 new businesses after a C-PACE project. Staff recommends approval of the  
34 agreement.  
35  
36

37 **m. Consider approval of a Development Reimbursement Agreement with**  
38 **MS4 Holdings, LLC for the 2450 South Street Infrastructure**  
39 **Improvements.**

40 BACKGROUND and RECOMMENDATION: The City is planning to design and install  
41 improvements along 2450 South between Little Valley Road to 2780 East. The  
42 developer agrees to reimburse the City for the portion of the required  
43 improvements for the development of Suniva Subdivision. The City will benefit  
44 from having the full width roadway completed with no road cuts for utility  
45 connections within 2450 South street as each phase of the Suniva Subdivision is  
46 proposed. Staff recommends approval of the agreement.  
47  
48

49 ~~**n. Consider approval of a Professional Services Agreement with**~~  
50 ~~**Intermountain Consumer Professional Engineers, Inc. to provide**~~  
51 ~~**engineering service for the design of the Slickrock Substation and**~~  
52 ~~**Transmission line.**~~  
53

5 ~~BACKGROUND and RECOMMENDATION: This is to provide engineering service for~~  
6 ~~the design of the Slickrock Substation and Transmission line. Staff recommends~~  
7 ~~approval of the agreement in the amount of \$103,170.~~  
8

9 **o. Consider approval of a Professional Services Agreement with Bowen**  
10 **Collins & Associates for the design of a laboratory building at the St.**  
11 **George Regional Water Reclamation Facility.**  
12

13 BACKGROUND and RECOMMENDATION: The laboratory at the SGRWRF is located  
14 in the existing Admin. Building. With the expansion of the wastewater treatment  
15 plant and new regulations that require additional testing and sampling, we have  
16 outgrown our existing laboratory area. Staff recommends approval in the  
17 amount of \$284,603.  
18

19 **p. Consider approval of a Professional Services Agreement with Bowen**  
20 **Collins & Associates to provide Engineering Services for the St. George**  
21 **Regional Water Reclamation Facility Dewatering Equipment Alternatives**  
22 **Evaluation Project.**  
23

24 BACKGROUND and RECOMMENDATION: The solids handling portion of the  
25 treatment process will reach its capacity in the near future and has already been  
26 upgraded as much as possible in the current space. This scope will evaluate  
27 different processes and equipment to help make decisions on future treatment  
28 and processing. Staff recommends approval of the agreement.  
29

30 **q. Consider approval of the minutes for the meetings held on August 1,**  
31 **2024; August 8, 2024; August 15, 2024; and August 22, 2024.**  
32

33 Link to Mayor Randall, Councilmember Larkin, and City Manager John Willis  
34 requesting items 2i and 2j be removed for further discussion: [00:02:52](#)  
35

36 [Agenda Packet \[Page 10\]](#)  
37

38 Link to motion: [00:03:22](#)  
39

40 **MOTION:**

41 A motion was made by Councilmember Larsen to approve items consent  
42 calendar items a – s. but not items l and j.

43 **SECOND:**

44 The motion was seconded by Councilmember Larkin.

45 **VOTE:**

46 Mayor Randall called for a vote, as follows:  
47

48 Councilmember Hughes – absent  
49 Councilmember Larkin – aye  
50 Councilmember Larsen – aye  
51 Councilmember Tanner – aye  
52 Councilmember Kemp – aye  
53

4  
5 The vote was unanimous and the motion carried.

6  
7 Link to discussion between the City Council, Water Services Director Scott Taylor,  
8 Mayor Randall, and Economic Development Director Chad Thomas regarding items j  
9 & l: [00:03:49](#)

10  
11 Link to motion: [00:11:48](#)

12  
13 **MOTION:**

14 A motion was made by Councilmember Larsen to approve items j & l on the  
15 consent calendar.

16 **SECOND:**

17 The motion was seconded by Councilmember Kemp.

18 **VOTE:**

19 Mayor Randall called for a vote, as follows:

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

26  
27 The vote was unanimous and the motion carried.

28  
29 **PUBLIC HEARING/CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT:**  
30 **Public hearing and consideration of the Consolidated Annual Performance**  
31 **Evaluation Report (CAPER) for the 2023 program year, fiscal year 2024, of**  
32 **the Community Development Block Grant (CDBG).**

33  
34 BACKGROUND and RECOMMENDATION: On or about September 27, 2024, the City  
35 will submit a Consolidated Annual Performance Evaluation Report (CAPER), for the  
36 2023 Program Year, to the U.S. Department of Housing & Urban Development  
37 (HUD). The CAPER is a financial and public benefit summary of the City's use and  
38 expenditures of federal Community Development Block Grant (CDBG) funds. The  
39 report evaluates how the City used these federal funds during the past program year  
40 to carry out priorities identified in the City's adopted 2023 Annual Action Plan. The  
41 report also evaluates how the City uses other resources to leverage federal dollars in  
42 carrying out the broader vision of community needs and priorities. A public comment  
43 period started on September 4, 2024 and will end on September 20, 2024. No  
44 comments have been received to date. Staff recommends approval.

45  
46 Link to introduction from City Manager John Willis and presentation from Planner  
47 Brenda Hatch: [00:12:09](#)

48  
49 [Agenda Packet \[Page 770\]](#)

50  
51 Link to public hearing; no comments were provided: [00:13:14](#)

52  
53 Link to motion: [00:13:30](#)

4  
5 **MOTION:**

6 A motion was made by Councilmember Larkin to approve the Consolidated  
7 Annual Performance Evaluation Report (CAPER) for the 2023 program year,  
8 fiscal year 2024.

9 **SECOND:**

10 The motion was seconded by Councilmember Kemp

11 **VOTE:**

12 Mayor Randall called for a vote, as follows:

13  
14 Councilmember Hughes – absent  
15 Councilmember Larkin – 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 **PUBLIC HEARING/VACATE PUBLIC UTILITY EASEMENT/ORDINANCE:**

23 **Public hearing and consideration of Ordinance No. 2024-047 to vacate an**  
24 **existing public utility easement located on Lots 2, 3, 4, and 5 of the Western**  
25 **Rock Subdivision Amended and Extended. (Case No. PLANLRE24-029)**

26  
27 BACKGROUND and RECOMMENDATION: The amended subdivision plat was approved  
28 by City Council on the 15th day of March, 2012 and recorded in the Office of the  
29 Washington County Recorder on the 9th day of April, 2012. The applicant (property  
30 owner) has requested to combine lots 2 through 5 into a single lot. The result of this  
31 request would increase lot 2 and eliminate lots 3 through 5. This request would also  
32 eliminate the easements on the shared lot lines between each of these lots. New  
33 easements in the appropriate locations will be dedicated with the amended  
34 subdivision plat. The Joint Utility Committee recommended approval.

35  
36 Link to introduction from City Manager John Willis and presentation from Assistant  
37 Public Works Director Wes Jenkins: [00:13:59](#)

38  
39 [Agenda Packet \[Page 799\]](#)

40  
41 Link to public hearing; no comments were provided: [00:15:02](#)

42  
43 Link to motion: [00:15:30](#)

44  
45 **MOTION:**

46 A motion was made by Councilmember Tanner to approve Ordinance No.  
47 2024-047 to vacate an existing public utility easement located on Lots 2, 3, 4,  
48 and 5 of the Western Rock Subdivision Amended and Extended.

49 **SECOND:**

50 The motion was seconded by Councilmember Larkin.

51 **VOTE:**

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

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

10  
11 The vote was unanimous and the motion carried.

12  
13 **PUBLIC HEARING/VACATE UTILITY AND ROADWAY EASEMENT/ORDINANCE:**  
14 **Public hearing and consideration of Ordinance No. 2024-048 to vacate an**  
15 **existing utility and roadway easement located in the proposed Ledges of St.**  
16 **George Fairways East Phase 3 (approximately 1020 West 5140 North).**  
17 **(Case No. PLANLRE24-031)**

18  
19 BACKGROUND and RECOMMENDATION: This easement was granted by separate  
20 Doc. No. 00872823, as found in the Office of the Washington County Recorder. The  
21 existing utility easement was dedicated prior to platting and subdividing Ledges of  
22 St. George Fairways East Phase 3. The existing easement will be replaced with new  
23 easements and road dedications on the new subdivision plat map. The Joint Utility  
24 Committee recommended approval.

25  
26 Link to introduction from City Manager John Willis and presentation from Assistant  
27 Public Works Director Wes Jenkins: [00:16:01](#)

28  
29 [Agenda Packet \[Page 803\]](#)

30  
31 Link to public hearing; no comments were provided: [00:16:58](#)

32  
33 Link to motion: [00:17:21](#)

34  
35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve Ordinance No.  
37 2024-048 to vacate an existing utility and roadway easement located in the  
38 proposed Ledges of St. George Fairways East Phase 3.

39 **SECOND:**

40 The motion was seconded by Councilmember Larsen.

41 **VOTE:**

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

43  
44 Councilmember Hughes – absent  
45 Councilmember Larkin – aye  
46 Councilmember Larsen – aye  
47 Councilmember Tanner – aye  
48 Councilmember Kemp – aye

49  
50 The vote was unanimous and the motion carried.  
51  
52  
53

5 **PUBLIC HEARING/VACATE RIGHT OF WAY/ORDINANCE:**

6 **Public hearing and consideration of Ordinance No. 2024-049 to vacate an**  
7 **existing right of way for electric transmission and distribution line located in**  
8 **the proposed Ledges of St. George Fairways East Phases 2 and 3**  
9 **subdivisions (approximately 960 West 5130 North). (Case No. PLANLRE24-**  
10 **032)**

11  
12 BACKGROUND and RECOMMENDATION: This easement was granted by separate  
13 Doc. No. 00330728, as found in the Office of the Washington County Recorder. The  
14 existing right-of-way easement for the electric transmission and distribution lines is  
15 being relocated to follow the new easements and roadways as proposed by the  
16 Ledges of St. George Fairways East Phases 2 and 3 subdivision plats. The Joint Utility  
17 Committee recommended approval.

18  
19 Link to introduction from City Manager John Willis and presentation from Assistant  
20 Public Works Director Wes Jenkins: [00:17:45](#)

21  
22 [Agenda Packet \[Page 808\]](#)

23  
24 Link to public hearing; no comments were provided: [00:18:46](#)

25  
26 Link to motion: [00:19:04](#)

27  
28 **MOTION:**

29 A motion was made by Councilmember Tanner to approve Ordinance No.  
30 2024-049 to vacate an existing right of way for electric transmission and  
31 distribution line located in the proposed Ledges of St. George Fairways East  
32 Phases 2 and 3 subdivisions.

33 **SECOND:**

34 The motion was seconded by Councilmember Larkin.

35 **VOTE:**

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

37  
38 Councilmember Hughes – absent  
39 Councilmember Larkin – aye  
40 Councilmember Larsen – aye  
41 Councilmember Tanner – aye  
42 Councilmember Kemp – aye  
43

44 The vote was unanimous and the motion carried.

45  
46 **PUBLIC HEARING/VACATE PUBLIC UTILITY EASEMENT/ORDINANCE:**

47 **Public hearing and consideration of Ordinance No. 2024-050 to vacate a**  
48 **public utility easement located south of Lot 10 of the Dixie Commons**  
49 **subdivision. (Case No. PLANLRE24-026)**

50  
51 BACKGROUND and RECOMMENDATION: The subdivision plat for Dixie Commons was  
52 approved by City Council on the 5th day of March, 2009 and recorded in the Office of  
53 the Washington County Recorder on the 27th day of March, 2009. The applicant has

5 requested the City to vacate a portion of the utility easement, located in the common  
6 area of the subdivision, in order to increase the size of buildable area of Lot 10. The  
7 proposed amended subdivision plat will then dedicate additional roadway to the City  
8 located directly adjacent to Lot 10. The Joint Utility Committee recommended  
9 approval.

10  
11 Link to introduction from City Manager John Willis and presentation from Assistant  
12 Public Works Director Wes Jenkins, including discussion between the City Council and  
13 Mr. Jenkins: [00:19:38](#)  
14

15 [Agenda Packet \[Page 813\]](#)  
16

17 Link to public hearing; no comments were provided: [00:21:38](#)  
18

19 Link to motion: [00:21:54](#)  
20

21 **MOTION:**

22 A motion was made by Councilmember Larsen to approve Ordinance No.  
23 2024-050 to vacate a public utility easement located south of Lot 10 of the  
24 Dixie Commons subdivision.

25 **SECOND:**

26 The motion was seconded by Councilmember Larkin.

27 **VOTE:**

28 Mayor Randall called for a roll call vote, as follows:  
29

30 Councilmember Hughes – absent  
31 Councilmember Larkin – aye  
32 Councilmember Larsen – aye  
33 Councilmember Tanner – aye  
34 Councilmember Kemp – aye  
35

36 The vote was unanimous and the motion carried.  
37

38 **PUBLIC HEARING/VACATE MUNICIPAL UTILITY EASEMENT/ORDINANCE:**

39 **Public hearing and consideration of Ordinance No. 2024-051 to vacate a**  
40 **municipal utility easement located on Lot 10, Banded Hills Subdivision.**  
41 **(Case No. PLANLRE24-033)**  
42

43 BACKGROUND and RECOMMENDATION: The final plat for Banded Hills Subdivision  
44 was approved by City Council on the 17th day of October, 2019 and recorded in the  
45 Office of the County Recorder on the 29th day of October 2019. This request is to  
46 vacate the municipal utility easement at the rear of Lot 10 due to a proposed  
47 adjustment to the ridgeline setback line. The Joint Utility Committee recommended  
48 approval.  
49

50 Link to introduction from City Manager John Willis and presentation from Assistant  
51 Public Works Director Wes Jenkins, including discussion between the City Council and  
52 Mr. Jenkins: [00:22:20](#)  
53

4  
5 [Agenda Packet \[Page 817\]](#)

6  
7 Link to public hearing; no comments were provided: [00:26:26](#)

8  
9 Link to motion: [00:26:45](#)

10  
11 **MOTION:**

12 A motion was made by Councilmember Larkin to approve Ordinance No.  
13 2024-051 to vacate a municipal utility easement located on Lot 10, Banded  
14 Hills Subdivision.

15 **SECOND:**

16 The motion was seconded by Councilmember Larsen.

17 **VOTE:**

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

19  
20 Councilmember Hughes – absent  
21 Councilmember Larkin – aye  
22 Councilmember Larsen – aye  
23 Councilmember Tanner – aye  
24 Councilmember Kemp – aye

25  
26 The vote was unanimous and the motion carried.

27  
28 **ZONE CHANGE/ORDINANCE:**

29 **Consider approval of Ordinance No. 2024-052 amending the City Zoning Map**  
30 **from R-1-8 (Single Family Residential 8,000 minimum sq ft lots) and RE-**  
31 **37.5 (Residential Estates 37,500 minimum sq ft lots) to C-2 (Commercial)**  
32 **and OS (Open Space) on approximately 1.63 acres located at 2121 West**  
33 **Sunset Boulevard. (Dean Terry Zone Change - Case No. 2024-ZC-005)**

34  
35 BACKGROUND and RECOMMENDATION: This item went before the Planning  
36 Commission on July 9, 2024. There was discussion on the application regarding  
37 bringing this item through the process as a PD-C. Ultimately one of the Planning  
38 Commissioners recused himself resulting in the commission no longer meeting the  
39 quorum. The applicant feels that the C-2 is consistent with the surrounding zoning of  
40 the area which is C-2 and wants to proceed with this proposal. This item went to the  
41 Planning Commission a second time on August 13, 2024. At their meeting held on  
42 August 13, 2024, the Planning Commission held a public hearing and recommended  
43 approval with a vote of 4-0; there were four public comments regarding traffic, light  
44 pollution and general oversight on what might be developed on the property.

45  
46 Link to introduction from City Manager John Willis and presentation from Planner  
47 Brenda Hatch: [00:27:06](#)

48  
49 [Agenda Packet \[Page 821\]](#)

50  
51 Link to motion: [00:29:15](#)

4  
5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve Ordinance No.  
7 2024-052 amending the City Zoning Map from R-1-8 (Single Family  
8 Residential 8,000 minimum sq ft lots) and RE-37.5 (Residential Estates  
9 37,500 minimum sq ft lots) to C-2 (Commercial) and OS (Open Space) on  
10 approximately 1.63 acres located at 2121 West Sunset Boulevard.

11 **SECOND:**

12 The motion was seconded by Councilmember Kemp.

13 **VOTE:**

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

15  
16 Councilmember Hughes – absent  
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 **PD AMENDMENT/ORDINANCE:**

25 **Consider approval of Ordinance No. 2024-053 amending the approved Fields**  
26 **at Mall Drive Phase 3 Planned Development Commercial (PD-C) zone on**  
27 **approximately 8.67 acres and changing the zone from PD-R (Planned**  
28 **Development Residential) to PD-C (Planned Development Commercial) on**  
29 **approximately 13.1 acres located east of 3000 East and south of Merrill**  
30 **Road. (The Paseo - Case No. 2024-PDA-012)**

31  
32 BACKGROUND and RECOMMENDATION: The purpose of this PD amendment is to  
33 redesign the layout and approve building elevations. In October of 2021, a planned  
34 development (PD) was approved on the subject property. Since that time, the  
35 property owner has made revisions to the layout and architecture of the project  
36 extending the site to the east and orienting it towards Merrill Road to the north  
37 instead of 3000 East on the west. At their meeting held on August 13, 2024, the  
38 Planning Commission held a public hearing and heard 14 public comments. The  
39 majority of comments were against the project siting size/scope, Merrill Road  
40 inadequacies, traffic, and pedestrian traffic across Merrill Road. Following the public  
41 hearing, the Planning Commission recommended approval with a 5-1 vote, with  
42 conditions.

43  
44 Link to introduction from City Manager John Willis and presentation from Planner Dan  
45 Boles, including discussion between the City Council, Mayor Randall, Public Works  
46 Developer Cameron Cutler, City Manager John Willis, applicant Sean Harty, and Mr.  
47 Boles: [00:30:00](#)

48  
49 [Agenda Packet \[Page 837\]](#)

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

5 **MOTION:**

6 A motion was made by Councilmember Kemp to approve Ordinance No. 2024-  
7 053 amending the approved Fields at Mall Drive Phase 3 Planned  
8 Development Commercial (PD-C) zone on approximately 8.67 acres and  
9 changing the zone from PD-R (Planned Development Residential) to PD-C  
10 (Planned Development Commercial) on approximately 13.1 acres located east  
11 of 3000 East and south of Merrill Road with all of the conditions from the  
12 Planning Commission as well as the conditions and changes discussed with  
13 Washington City officials and leaving the signs along Mall Drive at 15 feet.

14 **SECOND:**

15 The motion was seconded by Councilmember Larkin.

16 **VOTE:**

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

18  
19 Councilmember Hughes – absent  
20 Councilmember Larkin – aye  
21 Councilmember Larsen – aye  
22 Councilmember Tanner – aye  
23 Councilmember Kemp – aye  
24

25 The vote was unanimous and the motion carried.  
26

27 **PD AMENDMENT/ORDINANCE:**

28 **Consider approval of Ordinance No. 2024-054 amending the existing Desert**  
29 **Color Planned Development Residential (PD-R) zone on approximately 34.19**  
30 **acres. (Sage Haven Estates Phases 14-17 - Case No. 2024-PDA-016)**  
31

32 BACKGROUND and RECOMMENDATION: The purpose of the amendment is to add  
33 three new phases of Sage Haven and one lot for future development. Sage Haven  
34 phases 14 & 15 (the subject property) were originally approved in 2022 for a total of  
35 110 units (50 single-family and 60 townhomes). Due to a slowdown in construction  
36 last year, the development went dormant, and approvals lapsed. As a result of the  
37 additional units and approval time frames, the applicant was required to make a new  
38 application. At their meeting held on August 27, 2024, the Planning Commission  
39 held a public hearing and recommended approval of the application, with one  
40 condition.  
41

42 Link to introduction from City Manager John Willis and presentation from Planner Dan  
43 Boles, including discussion between the City Council and Mr. Boles: [00:54:36](#)  
44

45 [Agenda Packet \[Page 877\]](#)  
46

47 Link to motion: [01:00:53](#)  
48

49 **MOTION:**

50 A motion was made by Councilmember Kemp to approve Ordinance No. 2024-  
51 054 amending the existing Desert Color Planned Development Residential  
52 (PD-R) zone on approximately 34.19 acres with the conditions from the  
53 Planning Commission related to parking and traffic lanes.

4  
5 **SECOND:**

6 The motion was seconded by Councilmember Larkin.

7 **VOTE:**

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

9  
10 Councilmember Hughes – absent  
11 Councilmember Larkin – aye  
12 Councilmember Larsen – aye  
13 Councilmember Tanner – aye  
14 Councilmember Kemp – aye

15  
16 The vote was unanimous and the motion carried.

17  
18 **PD AMENDMENT/ORDINANCE:**

19 **Consider approval of Ordinance No. 2024-055 to amend the Desert Color**  
20 **PD-C (Planned Development Commercial) zone on approximately 1.36 acres**  
21 **located on Desert Color Parkway, near Southern Parkway. (Pad A at Desert**  
22 **Color - Case No. 2024-PDA-015)**

23  
24 BACKGROUND and RECOMMENDATION: The purpose of this amendment is to  
25 approve a new building, the conceptual site, landscape plan, and elevations for Pad  
26 A. At their meeting held on August 27, 2024, the Planning Commission held a public  
27 hearing and recommended approval with a vote of 6-0; there were no public  
28 comments.

29  
30 Link to introduction from City Manager John Willis and presentation from Planner  
31 Brenda Hatch: [01:01:55](#)

32  
33 [Agenda Packet \[Page 904\]](#)

34  
35 Link to motion: [01:04:33](#)

36  
37 **MOTION:**

38 A motion was made by Councilmember Larsen to approve Ordinance No.  
39 2024-055 to amend the Desert Color PD-C (Planned Development  
40 Commercial) zone on approximately 1.36 acres located on Desert Color  
41 Parkway, near Southern Parkway.

42 **SECOND:**

43 The motion was seconded by Councilmember Tanner.

44 **VOTE:**

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

46  
47 Councilmember Hughes – absent  
48 Councilmember Larkin – aye  
49 Councilmember Larsen – aye  
50 Councilmember Tanner – aye  
51 Councilmember Kemp – aye

52  
53 The vote was unanimous and the motion carried.

5 **PD AMENDMENT/ORDINANCE:**

6 **Consider approval of Ordinance No. 2024-056 amending the Southgate PD-C**  
7 **(Planned Development Commercial) zone on approximately 2.98 acres**  
8 **located at 1630 Auto Mall Drive. (Stephen Wade Honda - Case No 2024-**  
9 **PDA-014)**

10  
11 BACKGROUND and RECOMMENDATION: The purpose of this amendment is to  
12 demolish a portion of the existing building and add a 5,907 sq ft addition on the  
13 remaining portion. At their meeting held on August 13, 2024, the Planning  
14 Commission held a public hearing and recommended approval with a vote of 6-0;  
15 there were no public comments.  
16

17 Link to introduction from City Manager John Willis and presentation from Planner  
18 Brenda Hatch: [01:05:01](#)

19  
20 [Agenda Packet \[Page 927\]](#)  
21

22 Link to motion: [01:07:13](#)  
23

24 **MOTION:**

25 A motion was made by Councilmember Tanner to approve Ordinance No.  
26 2024-056 amending the Southgate PD-C (Planned Development Commercial)  
27 zone on approximately 2.98 acres located at 1630 Auto Mall Drive.  
28

29 **SECOND:**

30 The motion was seconded by Councilmember Larsen.

31 **VOTE:**

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

33 Councilmember Hughes – absent  
34 Councilmember Larkin – aye  
35 Councilmember Larsen – aye  
36 Councilmember Tanner – aye  
37 Councilmember Kemp – aye  
38

39 The vote was unanimous and the motion carried.  
40

41 **PD AMENDMENT/ORDINANCE:**

42 **Consider approval of Ordinance No. 2024-057 amending the existing Dixie**  
43 **Commons PD-C (Planned Development Commercial) zone on approximately**  
44 **.93 acres located at 1664 South Dixie Drive. (Ivory Terrace at Dixie**  
45 **Commons Lot 1 - Case No. 2024-PDA-013)**  
46

47 BACKGROUND and RECOMMENDATION: The purpose of this amendment is to add a  
48 9,644 sq ft dance and fitness building for a project to be known as Ivory Terrace  
49 Dixie Commons Lot. On January 8, 1998, the City Council approved the Tonaquint  
50 Center PD. The zone change was from R-1-10 to PD-C. Over the years this  
51 development has filled in. This application is for Lot 1. At their meeting held on July  
52 23, 2024, the Planning Commission held a public hearing and recommended  
53

4  
5 approval with a vote of 6-0, with conditions; there was one public comment  
6 regarding parking.  
7

8 Link to introduction from City Manager John Willis and presentation from Community  
9 Development Director Carol Winner, including discussion between the City Council  
10 and Ms. Winner: [01:07:44](#)

11 [Agenda Packet \[Page 950\]](#)

12  
13  
14 Link to motion: [01:14:20](#)

15  
16 **MOTION:**

17 A motion was made by Councilmember Larkin to approve Ordinance No.  
18 2024-057 amending the existing Dixie Commons PD-C (Planned Development  
19 Commercial) zone on approximately .93 acres located at 1664 South Dixie  
20 Drive, including all of the Planning Commission's recommendations.

21 **SECOND:**

22 The motion was seconded by Councilmember Larsen.

23 **VOTE:**

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

25  
26 Councilmember Hughes – absent  
27 Councilmember Larkin – aye  
28 Councilmember Larsen – aye  
29 Councilmember Tanner – aye  
30 Councilmember Kemp – aye  
31

32 The vote was unanimous and the motion carried.  
33

34 **HILLSIDE DEVELOPMENT PERMIT:**

35 **Consider approval of a Hillside Development Permit on approximately 0.26**  
36 **acres (11,366 sq ft) located east of the Marblewood Drive/Walnut Canyon**  
37 **Drive Intersection. (Juniper Cove Phase 3 - Case No. 2024-HS-003)**  
38

39 BACKGROUND and RECOMMENDATION: The purpose of this request is to create a  
40 single single-family residential lot. In October of 2020, Phase one of Juniper Cove  
41 was recorded creating the adjacent lot to the west of the subject property. The  
42 property in question was not part of that application and therefore needs to go  
43 through the hillside permit process. The Hillside Review Board (HSRB) held a public  
44 meeting on February 28, 2024 and recommended approval with the condition that an  
45 updated geotechnical analysis be produced. That was done prior to the Planning  
46 Commission meeting which was held on July 09, 2024. The Planning Commission  
47 recommended approval of the application. The City Council heard the request at a  
48 meeting on August 1st and asked that the item go back to the Hillside Review Board  
49 for review of the updated geotechnical analysis and building pad. On August 28,  
50 2024, the HSRB reviewed the information and recommended approval of the  
51 application.  
52  
53

4  
5 Link to introduction from City Manager John Willis and presentation from Planner Dan  
6 Boles, including discussion between the City Council, Assistant Public Works Director  
7 Wes Jenkins, applicant Mike Terry, and Mr. Boles: [01:14:54](#)

8  
9 [Agenda Packet \[Page 976\]](#)

10  
11 Link to motion: [01:25:15](#)

12  
13 **MOTION:**

14 A motion was made by Councilmember Tanner to approve the Hillside  
15 Development Permit on approximately 0.26 acres (11,366 sq ft) located east  
16 of the Marblewood Drive/Walnut Canyon Drive Intersection.

17 **SECOND:**

18 The motion was seconded by Councilmember Larkin.

19 **VOTE:**

20 Mayor Randall called for a vote, as follows:

21  
22 Councilmember Hughes – absent  
23 Councilmember Larkin – aye  
24 Councilmember Larsen – aye  
25 Councilmember Tanner – aye  
26 Councilmember Kemp – aye

27  
28 The vote was unanimous and the motion carried.

29  
30 **APPROVE USE OF PROPERTY FOR PUBLIC INTEREST USE/RESOLUTION:**

31 **Consider approval of Resolution No. 2024-027R approving use of property**  
32 **for public interest use.**

33  
34 BACKGROUND and RECOMMENDATION: The St. George Police Department has  
35 various amounts of currency in a holding fund that were collected as evidence  
36 totaling \$123,011.39. These funds have not been claimed after the required notice  
37 given and these funds can now be used for a public purpose with Council approval.  
38 Staff recommends approval of the resolution.

39  
40 Link to introduction from City Manager John Willis and presentation from City  
41 Attorney Ryan Dooley, including discussion between the City Council and Mr. Dooley:  
42 [01:25:42](#)

43  
44 [Agenda Packet \[Page 1006\]](#)

45  
46 Link to motion: [01:28:06](#)

47  
48 **MOTION:**

49 A motion was made by Councilmember Larsen to approve Resolution No.  
50 2024-027R approving use of property for public interest use.

51 **SECOND:**

52 The motion was seconded by Councilmember Kemp.  
53

5 **VOTE:**

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

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

14 The vote was unanimous and the motion carried.  
15

16 **INTERLOCAL AGREEMENT/RESOLUTION:**

17 **Consider approval of Resolution No. 2024-028R entering into an Interlocal**  
18 **Agreement with the County for the 2024 Byrne Justice Assistance Grant**  
19 **(JAG) Program Award.**  
20

21 BACKGROUND and RECOMMENDATION: The St. George Police Department is seeking  
22 to use 2024 JAG funds in the amount of \$24,951 to purchase specialized equipment  
23 that will enhance our department’s capability to respond effectively to a variety of  
24 law enforcement situations, including crowd control, vehicle interventions, and officer  
25 wellness initiatives. Staff recommends approval of the resolution.  
26

27 Link to presentation from City Attorney Ryan Dooley, including discussion between :  
28 [01:28:25](#)  
29

30 [Agenda Packet \[Page 1009\]](#)  
31

32 Link to motion: [01:28:54](#)  
33

34 **MOTION:**

35 A motion was made by Councilmember Larkin to approve Resolution No.  
36 2024-028R entering into an Interlocal Agreement with the County for the  
37 2024 Byrne Justice Assistance Grant (JAG) Program Award.  
38

39 **SECOND:**

40 The motion was seconded by Councilmember Kemp.

41 **VOTE:**

42 Mayor Randall called for a roll call vote, as follows:  
43

44 Councilmember Hughes – aye  
45 Councilmember Larkin – aye  
46 Councilmember Larsen – aye  
47 Councilmember Tanner – aye  
48 Councilmember Kemp – aye  
49

50 The vote was unanimous and the motion carried.  
51

52 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

53 No appointments were made.

4  
5 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

6 Link to reports from Councilmember Larkin: [01:29:30](#)

7  
8 Link to reports from Councilmember Larsen: [01:29:50](#)

9  
10 **ADJOURN TO A CLOSED MEETING:**

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

14  
15 Link to motion: [01:30:17](#)

16  
17 **MOTION:**

18 A motion was made by Councilmember Larkin to adjourn to a closed meeting  
19 to discuss litigation, security, and property acquisition or sale.

20 **SECOND:**

21 The motion was seconded by Councilmember Kemp.

22 **VOTE:**

23 Mayor Randall called for a vote, as follows:

24  
25 Councilmember Hughes – aye  
26 Councilmember Larkin – aye  
27 Councilmember Larsen – aye  
28 Councilmember Tanner – aye  
29 Councilmember Kemp – aye

30  
31 The vote was unanimous and the motion carried.

32  
33 The meeting adjourned following the closed meeting.



5 Link to Councilmember Kemp reading a proclamation proclaiming the week of  
6 October 23-31, 2024 as Red Ribbon Week; the proclamation was accepted by  
7 members of the Dixie Elks Lodge: [00:05:34](#)  
8

9 [Agenda Packet \[Page 9\]](#)  
10

11 Link to Councilmember Larkin reading a proclamation proclaiming October, 2024 as  
12 Domestic Violence Awareness Month; the proclamation was accepted by Susan Ertel  
13 and Jillian Penhale with the Dove Center: [00:08:20](#)  
14

15 [Agenda Packet \[Page 10\]](#)  
16

17 Link to Councilmember Tanner reading a proclamation proclaiming October, 2024 as  
18 Breast Cancer Awareness Month; including comments from Mayor Randall: [00:11:18](#)  
19

20 [Agenda Packet \[Page 11\]](#)  
21

22 Link to Councilmember reading a proclamation proclaiming October 5, 2024 as  
23 Marathon Day; the proclamation was accepted by several members of the St. George  
24 Marathon Staff, including comments from Michelle Graves and Marathon Runner Jim  
25 Galvin: [00:14:56](#)  
26

27 [Agenda Packet \[Page 12\]](#)  
28

29 Link to the Parks and Community Services Director Shane Moore introducing  
30 members of the Ibigawa Delegation, including comments from Mayor Randall and the  
31 Superintendent of the Ibigawa Board of Education: [00:19:52](#)  
32

33 Link to Mayor Randall recommending the appointment of Ryan Dooley to the position  
34 of City Attorney: [00:28:40](#)  
35

36 Link to motion: [00:29:08](#)  
37

38 **MOTION:**

39 A motion was made by Councilmember Kemp to appoint Ryan Dooley to the  
40 position of City Attorney.

41 **SECOND:**

42 The motion was seconded by Councilmember Larsen.

43 **VOTE:**

44 Mayor Randall called for a vote, as follows:  
45

46 Councilmember Hughes – aye  
47 Councilmember Larkin – aye  
48 Councilmember Larsen – aye  
49 Councilmember Tanner – aye  
50 Councilmember Kemp – aye  
51

52 The vote was unanimous and the motion carried.  
53

5 Link to comment from City Attorney Ryan Dooley: [00:29:19](#)  
6

7 **COMMENTS FROM THE PUBLIC:**

8 Link to comments from resident Zachary Ray, including comments from Mayor  
9 Randal and Councilmember Larsen: [00:29:51](#)  
10

11 **CONSENT CALENDAR:**

12 **a. Consider approval for the purchase of shade structures from McArthur**  
13 **Welding for the Tonaquint Cemetery Expansion project.**  
14

15 BACKGROUND and RECOMMENDATION: The design for the cemetery expansion  
16 was funded last year. The Tonaquint Cemetery expansion will allow its continued  
17 use for the next few years. Construction will begin in August with a completion  
18 date of January 2025. Staff recommends approval to purchase the equipment in  
19 the amount of \$132,712.  
20

21 **b. Consider approval of the purchase of Aerovent fan equipment for MC-2 at**  
22 **Millcreek Generation.**  
23

24 BACKGROUND and RECOMMENDATION: This purchase is for the Millcreek  
25 Generator Package Fan Upgrade/Replacement. It is a recommended upgrade  
26 from GE, the original packager, which will be purchased from Aerovent, the  
27 original manufacturer. The new system replaces the current belt-driven fans with  
28 direct-drive fans mounted directly on the motor shaft. This design has fewer  
29 moving parts, eliminating the need for belts and reducing the risk of mechanical  
30 failure. As a result, the upgrade will improve overall efficiency and reduce long-  
31 term maintenance costs. Staff recommends approval to purchase the equipment  
32 in the amount of \$109,208.  
33

34 **c. Consider approval of a Professional Services Agreement with Rosenberg**  
35 **Associates for the design of the Fort Pearce Wash Trail.**  
36

37 BACKGROUND and RECOMMENDATION: This Professional Service Agreement is to  
38 provide design work for the first phase of the Fort Pearce Wash Trail which runs  
39 approximately 2.4 miles along the Fort Pearce Wash from St. James Park then  
40 southeast to River Road. The design work includes base mapping, surveying,  
41 floodplain impact study, hydrology study, conceptual plans, environmental  
42 permits, civil construction plans, plan reviews, construction contract documents,  
43 and bidding. This paved, 10' wide multi-use trail is anticipated to start  
44 construction at the beginning of the next fiscal year. Staff recommends approval  
45 in the amount of \$112,300.  
46

47 **d. Consider approval of a Professional Services Agreement with Civil**  
48 **Science for the master planning of the Tonaquint Community Park and**  
49 **design of Thunder Junction All Abilities Park Phase 2.**  
50

51 BACKGROUND and RECOMMENDATION: Tonaquint Community Park is a location  
52 with multiple uses including Thunder Junction All Abilities Park, Tonaquint Nature  
53 Center, Tonaquint Tennis Facility, a demonstration garden, and additional park

5 space. The purpose of the master plan is to examine all these spaces and  
6 identify opportunities for future park improvements. The purpose of Thunder  
7 Junction Phase 2 is to provide additional space and amenities that were not able  
8 to be included in Phase 1 of the project due to budget constraints. The area  
9 surrounding the train storage tunnel is currently not being used to its full  
10 potential. It is proposed to provide amenities such as a sand/water play area,  
11 pavilion, pathways, enhanced landscaping, better access to the area, train  
12 maintenance area, and additional play equipment. Other proposed  
13 improvements to the park include a brontosaurus slide, additional theming, and  
14 train tunnel enhancements. Staff recommends approval in the amount of  
15 \$247,500.  
16

17 **e. Consider approval of a Grant Services Agreement with Utah State**  
18 **University for the St. George WaterMAPS Water Initiative Project.**  
19

20 BACKGROUND and RECOMMENDATION: In February 2024, the City provided a  
21 notice to Utah State University's WaterMAP team of our intention to participate in  
22 a WaterMAPS project for the City of St. George. The project will develop a  
23 WaterMAPS analytic and public information program that will assist our residents  
24 in better understanding patters of landscape water use and landscape water  
25 need. The information derived from the project will assist the City in our water  
26 conservation efforts by effectively guiding our conservation programing and  
27 water planning. Utah State University assisted the City in obtaining a grant to  
28 cover half of the project cost. The City's portion of the project will be \$74,995.  
29 Staff recommends approval of the grant services agreement with Utah State  
30 University.  
31

32 **f. Consider approval of a City Attorney employment agreement.**  
33

34 BACKGROUND and RECOMMENDATION: The City has adopted employment  
35 agreements for all appointed department heads within the City organization. This  
36 agreement will be effective upon the appointment of the City Attorney and  
37 ratification of the appointment and approval of the agreement. Staff recommends  
38 approval.  
39

40 Link to presentation from City Attorney Ryan Dooley: [00:32:16](#)

41 [Agenda Packet \[Page 13\]](#)  
42  
43

44 Link to motion: [00:32:35](#)  
45

46 **MOTION:**

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

49 **SECOND:**

50 The motion was seconded by Councilmember Kemp.  
51  
52  
53

4  
5 **VOTE:**

6 Mayor Randall called for a vote, as follows:

7  
8  
9 Councilmember Hughes – aye  
10 Councilmember Larkin – aye  
11 Councilmember Larsen – aye  
12 Councilmember Tanner – aye  
13 Councilmember Kemp – aye  
14

15 The vote was unanimous and the motion carried.

16  
17 **RESOLUTION:**

18 **Consider approval of Resolution No. 2024-030R approving the City to be a**  
19 **co-signor of the State of Utah’s Public Lands Amicus Brief.**

20  
21 BACKGROUND and RECOMMENDATION: After decades of legal analysis and attempts  
22 to seek relief through other means, the State of Utah filed a landmark public lands  
23 lawsuit on August 20, 2024, asking the U.S. Supreme Court to address whether the  
24 federal government can constitutionally hold unappropriated lands within a State  
25 indefinitely. The scope of Utah’s lawsuit applies only to the federally held land that is  
26 “unappropriated”, meaning that the United States simply holds the land without any  
27 designated purpose; the lawsuit does not affect appropriated public land designated  
28 as national parks, national monuments, wilderness areas, national forests, Tribal  
29 lands, or military properties. Currently, Utah has 18.5 million acres of  
30 unappropriated public lands within the state. The goal is to get a final, definitive  
31 answer as to the status of unappropriated land.

32  
33 Link to introduction from City Attorney Ryan Dooley and presentation from Alan  
34 Gardner, including discussion between the City Council and Mr. Gardner: [00:33:26](#)

35  
36 [Agenda Packet \[Page 186\]](#)

37  
38 Link to motion: [00:37:39](#)

39  
40 **MOTION:**

41 A motion was made by Councilmember Hughes to approve Resolution No.  
42 2024-030R approving the City to be a co-signor of the State of Utah's Public  
43 Lands Amicus Brief.

44 **SECOND:**

45 The motion was seconded by Councilmember Kemp.

46 **VOTE:**

47 Mayor Randall 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

5 The vote was unanimous and the motion carried.  
6

7 **PUBLIC HEARING/VACATE EXISTING UTILITY EASEMENT/ORDINANCE:**

8 **Public hearing and consideration of Ordinance No. 2024-058 vacating an**  
9 **existing municipal utility easement located on the common lot line of Lots**  
10 **1804 and 1805, Stone Cliff Phase 18.**

11  
12 BACKGROUND and RECOMMENDATION: Stone Cliff Phase 18 was approved by the  
13 Land Use Authority on the 24th day of June 2024 and recorded in the Office of the  
14 Washington County Recorder on the 3rd day of July 2024. The owner of Lots 1804  
15 and 1805 would like to merge the two lots together into one lot in order to fit the  
16 designed dwelling. The Joint Utility Committee recommends approval.  
17

18 Link to introduction from City Attorney Ryan Dooley and presentation from Assistant  
19 Public Works Director Wes Jenkins: [00:38:13](#)

20  
21 [Agenda Packet \[Page 170\]](#)

22  
23 Link to public hearing; no comments were made: [00:38:55](#)

24  
25 Link to motion: [00:39:10](#)  
26

27 **MOTION:**

28 A motion was made by Councilmember Larsen to approve Ordinance No.  
29 2024-058 vacating an existing municipal utility easement located on the  
30 common lot line of Lots 1804 and 1805, Stone Cliff Phase 18.

31 **SECOND:**

32 The motion was seconded by Councilmember Hughes.

33 **VOTE:**

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

35  
36 Councilmember Hughes – aye  
37 Councilmember Larkin – aye  
38 Councilmember Larsen – aye  
39 Councilmember Tanner – aye  
40 Councilmember Kemp – aye  
41

42 The vote was unanimous and the motion carried.  
43

44 **INTERLOCAL AGREEMENT/RESOLUTION:**

45 **Consider approval of Resolution No. 2024-029R entering an Interlocal**  
46 **Agreement with Washington County regarding the distribution of RAP Tax**  
47 **revenue in Washington County.**

48  
49 BACKGROUND and RECOMMENDATION: The RAP Tax is a voter approved 1/10 of a  
50 cent sales tax on certain purchases to fund recreational and cultural organizations  
51 and facilities. This interlocal agreement specifies how the funds collected are  
52 distributed by Washington County. The agreement will be the same as the original  
53

5 interlocal agreement that was approved in 2014. The new agreement will expire in  
6 December of 2035. Staff recommends approval.  
7

8 Link to introduction from City Attorney Ryan Dooley and presentation from Parks and  
9 Community Services Director Shane Moore: [00:39:41](#)

10 [Agenda Packet \[Page 174\]](#)  
11

12 Link to motion: [00:40:40](#)  
13

14  
15 **MOTION:**

16 A motion was made by Councilmember Hughes to approve Resolution No.  
17 2024-029R entering an Interlocal Agreement with Washington County  
18 regarding the distribution of RAP Tax revenue in Washington County if the  
19 RAP Tax passes in November.

20 **SECOND:**

21 The motion was seconded by Councilmember Larkin.

22 **VOTE:**

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

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

31 The vote was unanimous and the motion carried.  
32

33 **PD AMENDMENT/ORDINANCE:**

34 **Consider approval of Ordinance No. 2024-059 amending an approved PD-C**  
35 **(Planned Development Commercial) on approximately 0.65 acres, located**  
36 **just south of Medical Center Drive and 1450 East. (SGRH Life Flight Crew**  
37 **Quarters - Case No. 2024-PDA-018)**  
38

39 BACKGROUND and RECOMMENDATION: St. George Regional Hospital needs a  
40 building for the living quarters for the Life Flight crew. The proposed application  
41 would allow the hospital to construct such a facility adjacent to Medical Center Drive  
42 just south of the terminus of 1450 East. At their meeting held on September 10,  
43 2024, the Planning Commission held a public hearing for the project and voted 6-0 to  
44 forward a positive recommendation for the application with one condition; there were  
45 no public comments.  
46

47 Link to introduction from City Attorney Ryan Dooley and presentation from  
48 Community Development Director Carol Winner, including discussion between Mayor  
49 Randall, the City Council, and Ms. Winner: [00:41:34](#)

50 [Agenda Packet \[Page 188\]](#)  
51

52 Link to motion: [00:47:43](#)  
53

4  
5 **MOTION:**

6 A motion was made by Councilmember Larsen to approve Ordinance No.  
7 2024-059 amending an approved PD-C (Planned Development Commercial)  
8 on approximately 0.65 acres, located just south of Medical Center Drive and  
9 1450 East including with the conditions of the Planning Commission, that the  
10 applicant to work with staff with regards to orange fencing, and not to disturb  
11 the wash.

12 **SECOND:**

13 The motion was seconded by Councilmember Larkin.

14 **VOTE:**

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

16  
17 Councilmember Hughes – aye  
18 Councilmember Larkin – aye  
19 Councilmember Larsen – aye  
20 Councilmember Tanner – aye  
21 Councilmember Kemp – aye

22  
23 The vote was unanimous and the motion carried.

24  
25 **PD AMENDMENT/ORDINANCE:**

26 **Consider approval of Ordinance No. 2024-060 amending the White Dome**  
27 **Commercial PD-C (Planned Development Commercial) zone on**  
28 **approximately 29.26 acres located east of River Road between White Dome**  
29 **Drive and Southern Parkway. (White Dome Commercial - Case No. 2024-**  
30 **PDA-017)**

31  
32 BACKGROUND and RECOMMENDATION: This is a Planned Development Amendment  
33 to approve a general site plan and establish drivable access from River Road and  
34 White Dome Drive in order to market the site to potential businesses. The Planning  
35 Commission held a public hearing on September 10, 2024. Several members of the  
36 public spoke regarding the conditions of River Road and White Dome Drive,  
37 specifically the width of these streets and the difficulty maneuvering around large  
38 trucks in the area as well as the condition of River Road. There was a comment  
39 regarding access to and from the White Sands area, as there is only one way in and  
40 out, with the addition of this amount of traffic that would make it more difficult to  
41 get out of their neighborhood. They also had concerns about their children's safety  
42 because there is a bus stop directly across from the second access to this site on  
43 White Dome Drive. One person also commented that this development with its 6  
44 restaurants would make a total of 10 restaurants in that area, she felt they didn't  
45 need that many out there. The Planning Commission recommended approval with  
46 the conditions and recommendations made by staff with a 7-0 unanimous vote.

47  
48 Link to introduction from City Attorney Ryan Dooley and presentation from Planner  
49 Brenda Hatch, including discussion between the City Council, Assistant Public Works  
50 Director Wes Jenkins, Mayor Randall, and Ms. Hatch: [00:48:22](#)

51  
52 [Agenda Packet \[Page 210\]](#)  
53

4  
5 Link to motion: [00:57:41](#)  
6

7 **MOTION:**

8 A motion was made by Councilmember Larkin to approve Ordinance No.  
9 2024-060 amending the White Dome Commercial PD-C (Planned  
10 Development Commercial) zone on approximately 29.26 acres located east of  
11 River Road between White Dome Drive and Southern Parkway, including  
12 recommendations by the Planning Commission, with a right in-right out turn  
13 and the deceleration lane.

14 **SECOND:**

15 The motion was seconded by Councilmember Hughes.

16 **VOTE:**

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

18  
19 Councilmember Hughes – aye  
20 Councilmember Larkin – aye  
21 Councilmember Larsen – aye  
22 Councilmember Tanner – aye  
23 Councilmember Kemp – aye  
24

25 The vote was unanimous and the motion carried.  
26

27 **AMEND CITY CODE/ORDINANCE:**

28 **Consider approval of Ordinance No. 2024-061 amending Section 9-1-1 of**  
29 **City Code to adopt the most recent version of the construction codes**  
30 **adopted by the state of Utah including appendices and amendments.**  
31 **(Building Code Adopted - Case No. 2024-ZRA-012)**  
32

33 BACKGROUND and RECOMMENDATION: This section of the St. George municipal  
34 code currently adopts the International Building Code 2000 edition with the  
35 exception of appendix B, entitled "board of appeals". The building code (Title 9) was  
36 last revised in 2005 to adopt the 2000 International Building Code. The codes for  
37 construction standards are revised every three years and are then adopted and  
38 amended by the state of Utah. At their meeting held on August 27, 2024, the  
39 Planning Commission held a public hearing and forwarded a positive recommendation  
40 with a 6-0 unanimous vote; there were no public comments.  
41

42 Link to introduction from City Attorney Ryan Dooley and presentation from Planner  
43 Brenda Hatch, including comments from the City Council: [00:58:25](#)  
44

45 [Agenda Packet \[Page 226\]](#)  
46

47 Link to motion: [01:01:12](#)  
48

49 **MOTION:**

50 A motion was made by Councilmember Tanner to approve Ordinance No.  
51 2024-061 amending Section 9-1-1 of City Code to adopt the most recent  
52 version of the construction codes adopted by the state of Utah including  
53 appendices and amendments.

5 **SECOND:**

6 The motion was seconded by Councilmember Kemp.

7 **VOTE:**

8 Mayor Randall called for a roll call vote, as follows:  
9

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

18 **AMEND CITY CODE/ORDINANCE:**

19 **Consider approval of Ordinance No. 2024-062 amending Title 10 of the City**  
20 **Code to add provisions for Live/Work Units to be allowed in the downtown**  
21 **residential zones with specific standards. (Live Work Units - Case No. 2024-**  
22 **ZRA-002)**  
23

24 BACKGROUND and RECOMMENDATION: The proposed amendment would add  
25 Live/Work Units as a permitted use in the R-1-8, R-2, R-3, R-4, and RCC Zones that  
26 also have the Connected Corridor or Connected Neighborhood land use designation.  
27 It is proposed that Live/Work Units be allowed as a permitted with standards use,  
28 with specific standards described in Section 10-17A of the City Code. At their  
29 meeting held on September 10, 2024, the Planning Commission held a public hearing  
30 and recommended approval with a vote of 6-0; there were no public comments.  
31

32 Link to introduction from City Attorney Ryan Dooley and presentation from  
33 Community Services Director Carol Winner, including discussion between the City  
34 Council, Mayor Randall, and Ms. Winner: [01:01:46](#)  
35

36 [Agenda Packet \[Page 242\]](#)  
37

38 Link to motion, including comments: [01:24:13](#)  
39

40 **MOTION:**

41 A motion was made by Councilmember Larkin to approve Ordinance No.  
42 2024-062 amending Title 10 of the City Code to add provisions for Live/Work  
43 Units to be allowed in the downtown residential zones with specific standard  
44 as outlined in the agenda packet, except for the following: changing the hours  
45 of operation and the display hours for outdoor activities to match and they  
46 would be 7:00 am - 9:00 pm; remove the 1,000 sq ft cap and have it match  
47 the cap of 1,500 for both; use the historic sign sizes and standardize that.  
48

48 **SECOND:**

49 The motion was seconded by Councilmember Hughes.  
50  
51  
52  
53

4  
5 **VOTE:**

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

7  
8 Councilmember Hughes – aye  
9 Councilmember Larkin – aye  
10 Councilmember Larsen – aye  
11 Councilmember Tanner – aye  
12 Councilmember Kemp – aye

13  
14 The vote was unanimous and the motion carried.

15  
16 **AMEND CITY CODE/ORDINANCE:**

17 **Consider approval of Ordinance No. 2024-063 amending Sections 10-7F-2**  
18 **(PD-R - Planned Development Residential) and 10-8D-2 (PD-C -Planned**  
19 **Development Commercial) of City Code to extend the expiration date from**  
20 **one year to eighteen months. (Expiration date of Planned Developments -**  
21 **Case No. 2024-ZRA-013)**

22  
23 BACKGROUND and RECOMMENDATION: In 2013, an amendment to the subdivision  
24 regulations was approved. This amendment included the addition of an expiration  
25 date for preliminary plats. It stated that preliminary plats would expire if a final plat,  
26 or phase thereof, was not approved within one year. In March of 2024, the  
27 subdivision regulations were amended due to new state law. This amendment  
28 increased the expiration date of preliminary plats from one year to eighteen months  
29 to give developers more time to get their final plat approved. Historically,  
30 Residential Planned Developments have had an expiration date of eighteen months,  
31 and Commercial Planned Developments have not had an expiration date until July of  
32 2022, when the zoning regulations were amended for water conservation efforts.  
33 Part of this update included reducing the expiration date from eighteen months to  
34 one year for residential planned developments and creating a one-year expiration  
35 date for commercial planned developments. At their meeting held on August 13,  
36 2024, the Planning Commission held a public hearing and recommended approval  
37 with a vote of 6-0.

38  
39 Link to introduction from City Attorney Ryan Dooley and presentation from  
40 Community Development Director Carol Winner, including comments from the City  
41 Council: [01:26:09](#)

42  
43 [Agenda Packet \[Page 288\]](#)

44  
45 Link to motion: [01:28:20](#)

46  
47 **MOTION:**

48 A motion was made by Councilmember Kemp to approve Ordinance No. 2024-  
49 063 amending Sections 10-7F-2 (PD-R - Planned Development Residential)  
50 and 10-8D-2 (PD-C -Planned Development Commercial) of City Code to  
51 extend the expiration date from one year to eighteen months.

52 **SECOND:**

53 The motion was seconded by Councilmember Hughes.

5 **VOTE:**

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

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

14 The vote was unanimous and the motion carried.  
15

16 **AMEND CITY CODE/ORDINANCE:**

17 **Consider approval of Ordinance No. 2024-064 amending the Sections 10-18**  
18 **(Walls, Fences and Hedges) and 10-18A (Rockery Walls) of City Code to**  
19 **address allowed heights, setbacks, separation and rock cut slopes and to**  
20 **address inconsistencies and provide clarification between these two**  
21 **ordinances. (Case No. 2024-ZRA-006)**  
22

23 BACKGROUND and RECOMMENDATION: The purpose of the proposed amendment is  
24 to address allowed heights, setbacks, separation and rock cut slopes and to address  
25 inconsistencies and provide clarification in these sections of City Code. Additionally,  
26 the proposed amendment would increase slopes and height for retaining walls in  
27 residential and commercial zones, provide standards for rock cut slopes and the  
28 construction of protective faces for these types of slopes, and require the  
29 construction of retaining walls in residential single-family subdivisions between  
30 proposed adjacent lots with an elevation difference of 4 feet or greater. This item  
31 was heard at the July 23, 2024, Planning Commission; however, the item was  
32 continued for additional information. At their meeting held on August 27, 2024, the  
33 Planning Commission recommended approval with conditions, with a vote of 6-0.  
34

35 Link to introduction from City Attorney Ryan Dooley and presentation from Assistant  
36 Public Works Director Wes Jenkins, including discussion between the City Council,  
37 Mayor Randall, and Mr. Jenkins: [01:28:54](#)  
38

39 [Agenda Packet \[Page 308\]](#)  
40

41 Link to motion, including clarifications and discussion on the motion, and amended  
42 motion: [02:04:30](#)  
43

44 **MOTION:**

45 A motion was made by Councilmember Tanner to approve Ordinance No.  
46 2024-064 amending the Sections 10-18 (Walls, Fences and Hedges) and 10-  
47 18A (Rockery Walls) of City Code to address allowed heights, setbacks,  
48 separation and rock cut slopes and to address inconsistencies and provide  
49 clarification between these two ordinances.  
50

51 **SECOND:**

52 The motion was seconded by Councilmember Larsen.  
53

5 **AMENDED**  
6 **MOTION:**

7 Councilmember Tanner amended her motion to include removing the  
8 landscape requirements, as well as the requirement for the color of the wall.

9 **SECOND:**

10 The amended motion was seconded by Councilmember Larsen.

11  
12 Link to discussion between Councilmember Hughes and Assistant Public Works  
13 Director Wes Jenkins regarding the applicant's request to language pertaining to rock  
14 face and rock cut slopes: [02:05:51](#)  
15

16 **VOTE:**

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

18  
19 Councilmember Hughes – aye  
20 Councilmember Larkin – aye  
21 Councilmember Larsen – aye  
22 Councilmember Tanner – aye  
23 Councilmember Kemp – aye  
24

25 The vote was unanimous and the motion carried.  
26

27 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

28 No appointments were made.  
29

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

31 Link to comments from Councilmember Kemp: [02:07:02](#)  
32

33 Link to reports from Councilmember Hughes: [02:07:28](#)  
34

35 Link to comments from Mayor Randall: [02:07:41](#)  
36

37 **ADJOURN TO A CLOSED MEETING:**

38 **Request a closed session to discuss litigation, security, property**  
39 **acquisition or sale or the character and professional competence or**  
40 **physical or mental health of an individual.**  
41

42 A closed meeting was not held.  
43

44 **ADJOURN:**

45 Link to motion: [02:08:08](#)  
46

47 **MOTION:**

48 A motion was made by Councilmember Larkin to adjourn.

49 **SECOND:**

50 The motion was seconded by Councilmember Hughes.  
51  
52  
53

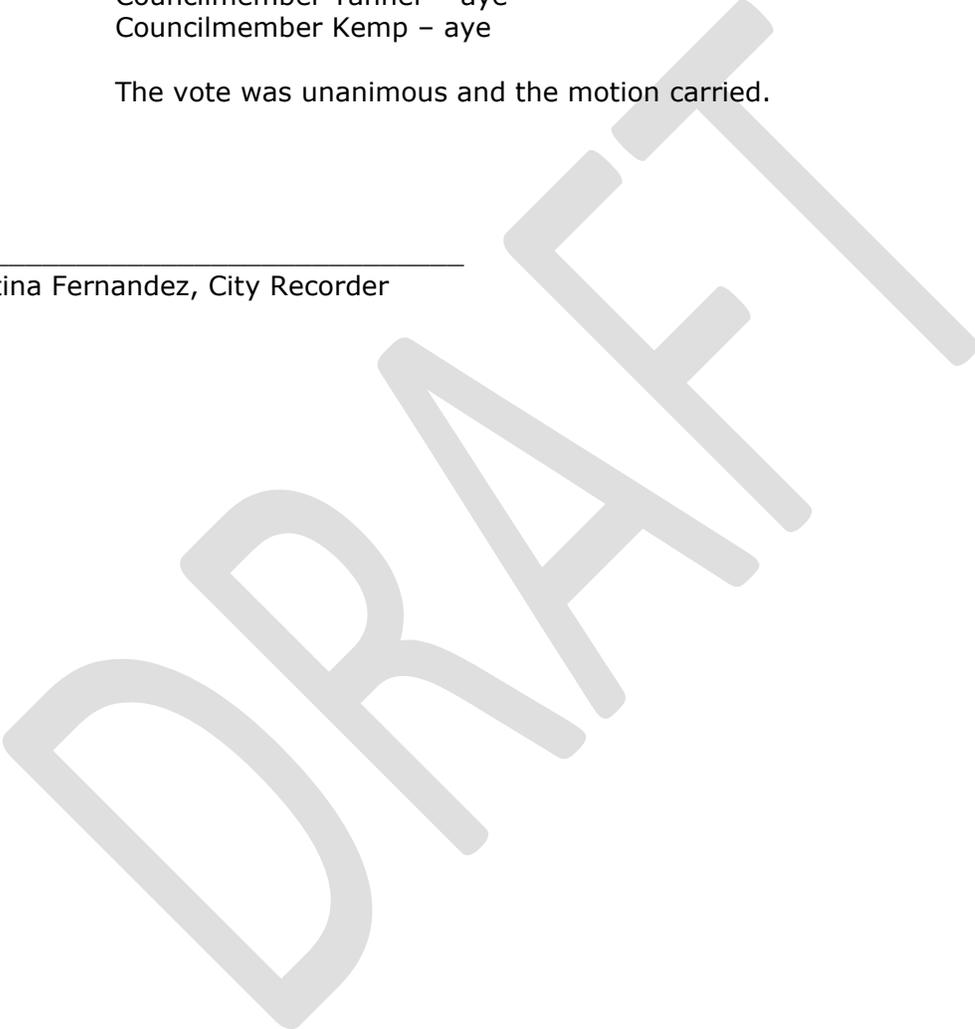
4  
5 **VOTE:**

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

- 7
- 8 Councilmember Hughes – aye
- 9 Councilmember Larkin – aye
- 10 Councilmember Larsen – aye
- 11 Councilmember Tanner – aye
- 12 Councilmember Kemp – aye

13  
14 The vote was unanimous and the motion carried.

15  
16  
17  
18  
19  
20 \_\_\_\_\_  
Christina Fernandez, City Recorder





**Agenda Date:** 10/17/2024

**Agenda Item Number:** 2h

**Subject:**

Consider approval of a Programmatic Agreement between the United States Department of the Interior, Bureau of Land Management Saint George Field Office, and the Utah State of Historic Preservation Officer regarding the Northern Corridor Highway Project.

**Item at-a-glance:**

Staff Contact: Shawn Guzman

Applicant Name: Bureau of Land Management

Reference Number: N/A

Address/Location:

N/A

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

This agreement is required under 36 CFR 800.5 to address adverse effects to Zone 6 of the Red Cliffs National Conservation Area if the Northern Corridor is not built in the current UDOT ROW grant.

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

N/A

**Name of Legal Dept approver:** N/A

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Recommend approval.

**PROGRAMMATIC AGREEMENT  
BETWEEN THE  
THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND  
MANAGEMENT SAINT GEORGE FIELD OFFICE,  
AND  
THE UTAH STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE  
NORTHERN CORRIDOR HIGHWAY PROJECT, WASHINGTON COUNTY, UTAH**

**WHEREAS**, in 2018 the Utah Department of Transportation (UDOT) applied for a right-of way grant (ROW) from the Bureau of Land Management’s St George Field Office (BLM) to construct the Northern Corridor highway (the Project) in the Red Cliffs National Conservation Area (NCA). The Project was analyzed through an Environmental Impact Statement (EIS) that was completed in 2020 and a Record of Decision (ROD) was signed by the Secretary of the Interior on January 13, 2021. The ROD approved the issuance of a ROW grant to UDOT for the highway alignment shown in its application that crosses the NCA and the BLM immediately issued the ROW grant; and

**WHEREAS**, pursuant to a Settlement Agreement (No. 1:21-CU-01506-ABJ) and the order granting the request for voluntary remand issued by the U.S. District Court for the District of Columbia on November 16, 2023, the BLM must now reconsider the issuance of a ROW grant for the UDOT Alignment, as well as other alternatives, in a Supplemental EIS (SEIS) for the Project (see Project History in Appendix A); and

**WHEREAS**, the Draft SEIS considered six alternatives: the UDOT ROW Alignment, the T-Bone Mesa Alignment, the Southern Alignment, the Red Hills Parkway Expressway, the St. George Boulevard/100 South One-Way Couplet, and the Terminate UDOT’s ROW alternative (see Map in Appendix C); and

**WHEREAS**, the BLM’s decision in the SEIS ROD will be to affirm UDOT’s ROW grant, affirm with modifications to select the T-Bone Mesa Alignment or the Southern Alignment, or terminate the ROW grant. The BLM does not have jurisdiction to implement the One-Way Couplet alternative, as there are no public lands involved with that alternative. The BLM has limited jurisdiction to support implementation of the Red Hills Parkway Expressway alternative because it can consider the approval of an amendment to the existing highway ROW grant held by the City of St. George for the Parkway across approximately 1,200 feet of public land in the NCA, if proposed changes to the existing highway needed to make it function as an expressway exceed the boundaries of the current ROW; and

**WHEREAS**, the BLM’s decision to affirm, affirm with modifications, or terminate UDOT’s ROW is an undertaking, as defined in 36 Code of Federal Regulations (CFR) § 800.16(y), and is subject to the requirements of Section 106 of the National Historic Preservation Act (54 U.S.C. § 100101 *et seq.*) (NHPA); and

**WHEREAS**, the BLM, in consultation with the Utah State Historic Preservation Officer (SHPO), has defined the Area of Potential Effects (APE) for the UDOT ROW Alignment as a 4.5 mile long by 700 ft wide corridor. The APE for the T-Bone Mesa Alignment was defined as a 4.2 mile long by 700 ft wide corridor. The APE for the Southern Alignment was defined as a 5.6 mile long by 700 ft wide corridor (see Map in Appendix C); and

**WHEREAS**, the BLM has made a reasonable and good faith effort to identify historic properties (sites eligible for or listed on the National Register of Historic Places) within the UDOT ROW, T-Bone Mesa, and Southern Alignment APEs, including literature reviews and Class III archaeological surveys

(U20ST0150). Tribal input was solicited through consultations to identify sacred sites or areas of traditional cultural importance within these APEs; and

**WHEREAS**, based on these identification efforts and preliminary conceptual engineering design, the BLM has determined that affirming the UDOT ROW Alignment or modifying the ROW grant to select the T-Bone Mesa Alignment or Southern Alignment would result in a finding of an “adverse effect” to historic properties within the APEs of all three alignments. Pursuant to 36 CFR Part § 800.5, the BLM has consulted with the Utah SHPO on these findings of adverse effect, received concurrence with its determinations, and is executing this Programmatic Agreement (Agreement) to resolve adverse effects as directed in 36 CFR § 800.6; and

**WHEREAS**, an archaeological and a structural APE were defined for the Red Hills Parkway Expressway alternative. The archaeological APE was defined as a 200 ft-wide corridor (existing roadway plus 50 ft buffer on either side) for additional Class III surveys and site re-visits, to provide adequate coverage for the proposed changes to the roadway. The structural APE for the identification and evaluation of historic structures was defined as one legal parcel in width along the existing roadway (see Map in Appendix C); and

**WHEREAS**, efforts were made to identify archaeological and structural historic properties within the Red Hills Parkway Expressway APE including literature reviews, Class III surveys (U20ST0150), Tribal consultation to identify sacred sites or areas of traditional cultural importance, and a Selective Reconnaissance Level Survey for Historic Structures. Two historic properties were identified through these efforts; and

**WHEREAS**, the One-Way Couplet alternative involves St. George Boulevard and 100 South, in the City of St. George. The APE for the identification and evaluation of historic structures was defined as one legal parcel in width along both sides of these streets (see Map in Appendix C); and

**WHEREAS**, efforts were made to identify historic properties within the One-Way Couplet APE including a Selective Reconnaissance Level Survey for Historic Structures and 63 historic properties were identified; and

**WHEREAS**, if the BLM terminates UDOT’s ROW grant, without selecting either the T-Bone Mesa Alignment or the Southern Alignment, the U.S. Fish and Wildlife Service (FWS) would amend Washington County’s Incidental Take Permit (ITP) and Zone 6 would no longer be managed as part of the Reserve (see Map in Appendix C and descriptions of past identification efforts and identified historic properties in Appendix B). The ITP amendment would identify the non-Federal lands (State, County, Municipal, and Private) in Zone 6 as being within the County’s Incidental Take Area, allowing land development and other covered activities that may adversely affect historic properties to occur on those non-Federal lands; and

**WHEREAS**, the termination of UDOT’s ROW grant, and the subsequent amendment to the ITP that allows development on non-Federal lands in Zone 6, may result in effects to historic properties in Zone 6 on non-Federal lands and effects to these properties cannot be fully determined prior to approval of the undertaking. The BLM intends to pursue phased identification and evaluation pursuant to 36 CFR § 800.4(b)(2) and the BLM, in consultation with the SHPO, developed this Agreement pursuant to 36 CFR § 800.14(b)(1)(ii) and 800.14(b)(3); and

**WHEREAS**, the Utah School and Institutional Trust Lands Administration (TLA) is the agency responsible for authorizing activities on TLA-administered land and it is subject to Utah Code Annotated (UCA) § 9-8a-404 and U. A. C. R850-60 and may to engage in activities authorized by the ITP on TLA

lands. However, the TLA does not waive its independent state statutory jurisdiction to make final decisions concerning its lands, and is not bound in its leasing or other approval authority by actions taken, or determination made concerning Federal lands and has, therefore, been invited by the BLM to be an Invited Signatory to this Agreement; and

**WHEREAS**, UDOT holds the ROW grant issued by the BLM in 2021. If this ROW is affirmed or affirmed with modifications, UDOT will bear financial responsibility for the execution of this Agreement and, as a state agency, has a responsibility to comply with UCA § 9-8a-404. UDOT participated in the development of this Agreement and intends to comply with the applicable stipulations in this Agreement. However, UDOT does not waive its independent state statutory jurisdiction to make final decisions concerning its lands, and is not bound in its leasing or other approval authority by actions taken, or determination made concerning Federal lands and has, therefore, been invited to be an Invited Signatory to this Agreement; and

**WHEREAS**, UCA § 9-8a-404 and agency-specific rules under this statute contain legally enforceable restrictions or conditions to ensure that effects to historic properties are taken into account and that efforts are made to avoid, minimize and/or mitigate adverse effects; and

**WHEREAS**, on January 31, 2024, the BLM invited the Advisory Council on Historic Preservation (ACHP) to participate in Section 106 consultation and the drafting of this Agreement in accordance with Component 5.b.(3) of the *Programmatic Agreement Among The Bureau Of Land Management, The Advisory Council On Historic Preservation, And The National Conference Of State Historic Preservation Officers Regarding The Manner In Which The BLM Will Meet Its Responsibilities Under The National Historic Preservation Act, 2012* (as extended in 2024) (National PA). On February 12, 2024, the ACHP declined to participate in the consultation pursuant to Component 5.d. of the National PA and 36 CFR § 800.6(a)(1)(iii). On July 19, 2024, the BLM invited the ACHP to participate in drafting this Agreement in accordance with Component 5.c. of the National PA and in a letter dated August 02, 2024, the ACHP informed the BLM that its participation was premature, and it encouraged the BLM to continue consulting with the SHPO. On August 26, 2024, the ACHP declined to participate in this Agreement. However, the ACHP reserved the right to participate in the future if circumstances change to meet the criteria outlined in 36 CFR § 800 Appendix A; and

**WHEREAS**, on April 1, 2024, the BLM invited the Hopi Tribe, the Navajo Nation, the Paiute Indian Tribe of Utah (including the Indian Peaks, Cedar, Shivwits, Koosharem, and Kanosh Bands), the Kaibab Band of Paiute Indians, the Las Vegas Paiute Tribe, the Moapa Band of Paiute Indians, the San Juan Southern Paiute Tribe, the Chemehuevi Indian Tribe, and the Pueblo of Zuni to consult regarding the development of this Agreement, and will continue to consult with these interested Tribes throughout the implementation of this Agreement; and

**WHEREAS**, the BLM has invited the following agencies and organizations with a demonstrated interest in the undertaking to consult and participate in the development of this Agreement including: the Utah Public Lands Policy Coordinating Office, Utah Division of Wildlife Resources, Washington County, the City of Hurricane, the City of St. George, the City of Santa Clara, the Washington County Historical Society, Conserve Southwest Utah, the Utah Statewide Archaeological Society, the Utah Professional Archaeological Council, Utah Rock Art Research Association, His Family Matters, LLC and the Church of Jesus Christ of Latter-day Saints' Church History Department; and

**WHEREAS**, the Paiute Indian Tribe of Utah, the Shivwits Band of Paiutes, Utah Public Lands Policy Coordinating Office, Washington County, the City of St. George, and Conserve Southwest Utah, have participated in the development of this Agreement and were invited to be Concurring Parties; and

**NOW, THEREFORE**, the Signatories and Invited Signatories to this Agreement agree that the proposed undertaking shall be implemented in accordance with the following stipulations to take into account the effects of the undertaking on historic properties and comply with Section 106 of the NHPA.

#### **DEFINITIONS**

Unless otherwise noted, the terms used in this Agreement are consistent with the definitions found in the NHPA (54 U.S.C. § 300301–21), applicable regulations (36 CFR § 60.3 and § 800.16), and BLM Manual Section 8100—The Foundations for Managing Cultural Resources.

#### **STIPULATIONS**

The Signatories and Invited Signatories shall ensure that the following measures are carried out:

##### **I. Tribal Consultation and Coordination with the Native American Graves Protection and Repatriation Act and Inadvertent Discoveries on Federal and Non-Federal Lands**

- a. The BLM will continue to consult with interested Tribes pursuant to 36 CFR § 800.2(c)(2). In addition, the BLM will coordinate consultation in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*) (NAGPRA). This consultation will assess the need for and the possible development of a Plan of Action (POA) in accordance with NAGPRA as directed in 42 CFR § 10.4(b). The BLM will consult with Tribes to determine if planned activities occurring on Federally-administered lands have the potential for the inadvertent discovery of human remains or cultural items, as defined under 42 CFR § 10.2, and, if so, the BLM will consult with Tribes on the development of POA. If requested, the BLM will meet with the appropriate Tribal official(s) in the development of a POA. The POA will outline protocols for the protection and treatment of human remains or cultural items which may be inadvertently discovered on Federal lands during project construction and, if necessary, outline protocols for inadvertent discoveries which may occur during data recovery testing or excavation. A NAGPRA POA would only apply to Federally-administered lands.
- b. If human remains are inadvertently discovered on non-Federal land, they will be subject to the requirements of UCA §9-8a-309, §9-9-403, and §76-9-704(3). Pursuant to UCA §76-9-704, and regardless of land ownership, a person who fails to report the finding of a dead human body in any stage of decomposition, including ancient human remains, to local law enforcement may be charged with a Class B misdemeanor.

##### **II. Affirm UDOT's ROW Alignment or Affirm with Modifications**

If the BLM affirms the UDOT ROW or modifies the UDOT ROW to encompass the T-Bone Mesa or Southern Alignment, the BLM, other Signatories, and Invited Signatories shall ensure the following stipulations are carried out to minimize and mitigate effects to historic properties:

UDOT will submit a Plan of Development (POD) to the BLM after the highway and associated facilities have been designed to a level where adverse effects to historic properties can be fully evaluated. The BLM will review the POD and based on existing identification efforts, determine if it is necessary to update the finding of effects. If necessary, the BLM will consult with the SHPO on the change to the findings. If the finding is an adverse effect to historic properties, UDOT, or a consultant hired by UDOT, will initiate and coordinate meetings to fulfill Stipulations II.a.-e. below to avoid, minimize and mitigate effects to historic properties. UDOT will coordinate and fund the preparation of an Historic Properties Treatment Plan (Treatment Plan), and the implementation of all treatments agreed to as part of the Treatment Plan.

- a. The Treatment Plan will outline the measures that will occur to avoid, minimize, and/or mitigate effects to the historic properties located in the selected ROW alignment.
  - i. If the UDOT ROW Alignment is affirmed and the highway and associated facilities cannot be designed to avoid or minimize effects to historic properties, a Treatment Plan will address adverse effects. Based on preliminary engineering designs, eight historic properties will be affected (42WS4388, 42WS5848, 42WS5858, 42WS5867, 42WS5868, 42WS6362, 42WS6363, and 42WS6366) which include the historic Cottonwood Pipeline, two historic utility lines, an historic sandstone retaining wall that may be related to the Cottonwood Pipeline, one multi-component artifact scatter, two prehistoric artifact scatters, and one prehistoric petroglyph panel with an associated multi-component artifact scatter.
  - ii. If the T-Bone Mesa Alignment is selected and the highway and associated facilities cannot be designed to avoid or minimize effects to historic properties, a Treatment Plan will address adverse effects. Based on preliminary engineering designs, six historic properties will be affected (42WS4388, 42WS5848, 42WS5850, 42WS5866, 42WS5867, 42WS6368) including the historic Cottonwood Pipeline, two historic utility lines, one multi-component artifact scatter, one prehistoric artifact scatter, and one prehistoric lithic quarry.
  - iii. If the Southern Alignment is selected and the highway and associated facilities cannot be designed to avoid or minimize effects to historic properties, a Treatment Plan will address adverse effects. Based on preliminary engineering designs, five historic properties will be affected (42WS4388, 42WS5867, 42WS6362, 42WS6366, 42WS6367), including the historic Cottonwood Pipeline, one historic utility line, two prehistoric artifact scatters and one prehistoric petroglyph panel with an associated multi-component artifact scatter.
- b. The Treatment Plan will be developed in consultation with consulting parties and will include measures to avoid, minimize and mitigate the adverse effects that may result from the alignment that is selected. The Treatment Plan may include avoidance and minimization measures such as flagging, and/or archaeological and Tribal monitors. Mitigation efforts may include a possible mix of additional site documentation, ethnographies, oral histories, historic contexts, Historic American Engineering Record documentation, LiDAR and/or photogrammetry, education and interpretive materials like signage or video, but should discourage the use of destructive data recovery measures, and archaeological excavation.
- c. The Treatment Plan will include a discovery plan that is consistent with 36 CFR § 800.13 for any previously unidentified surface or sub-surface archeological or historic artifacts, features, or sites. If a POA is prepared, the discovery plan will be consistent with the actions outlined in the POA. If the Treatment Plan includes data recovery testing or excavation, the BLM will continue consultation with interested Indian Tribes to ensure that the POA required under NAGPRA and Stipulation I adequately address any planned data recovery prior to BLM issuing a permit under the Archaeological Resources Protection Act (16 U.S.C. § 470aa *et seq.*) (ARPA).
- d. All site forms, reports, Treatment Plan and deliverables, or other products that are produced as part of the treatments to satisfy the terms of this Agreement, shall be submitted as a draft to the BLM, to be disseminated, as appropriate, for consulting parties

to review. Parties will have 30 days to review and comment on the draft deliverables. Agency and other consulting party comments will be incorporated, as appropriate, and, once approved by the BLM, a final draft will be submitted to the SHPO for comment.

- e. The BLM will issue a Notice to Proceed for the construction of the Northern Corridor only after fieldwork associated with identification or treatments in the ROW is complete, and all Signatories agree that no further fieldwork is required.

### **III. Terminate UDOT's ROW, Red Hills Parkway Expressway, and One-Way Couplet**

If the BLM terminates UDOT's ROW grant, it may also endorse either the Red Hills Parkway Expressway or the One-Way Couplet alternative, and the U.S. Fish and Wildlife Service would amend Washington County's Incidental Take Permit to remove Zone 6 from management as part of the Reserve. Non-Federal lands in this Zone would be available for future development actions by non-Federal entities. The Signatories and Invited Signatories will ensure that the following measures will be carried out to identify historic properties and minimize and mitigate adverse effects to historic properties:

#### **a. Proceed with the Red Hills Parkway Expressway**

If the City of St. George or its assignee moves forward with the development of the Red Hills Parkway Expressway with an amendment to the City of St. George's existing ROW for the Red Hills Parkway, the BLM, other Signatories, and Invited Signatories shall ensure the following stipulations are met and carried out:

- i. Based on the final engineering design, the BLM will determine if additional efforts are needed to identify and evaluate effects to historic properties. If additional identification efforts are needed, the BLM will review the APE in consultation with the SHPO and additional identification efforts, including Class III survey and consultation with interested Tribes and other consulting parties, will be conducted and the BLM will make a finding of effect in consultation with the SHPO.
- ii. The BLM will work with the City of St. George or its assignee to minimize effects to the two historic properties (42WS4388, the Cottonwood Pipeline and 42WS4989, the Temple Spring water infrastructure and tank) that have been identified within the Red Hills Parkway Expressway APE, as well as any additional historic properties, such as 42WS4990 (the Sugarloaf/Dixie Rock) that are determined to be affected. Minimization efforts may include, but are not limited to, the use of flagging, archaeological monitors, or Tribal monitors for sites associated with Indigenous peoples.
- iii. If the BLM determines that adverse effects to historic properties cannot be avoided or minimized, the BLM will work with the City of St. George or its assignee to develop a Treatment Plan in the manner described under Stipulation II.b-d of this Agreement.

#### **b. Proceed with the One-Way Couplet**

If development of the One-Way Couplet proceeds, the City of St. George may wish to consider the BLM's efforts to identify historic properties, design changes, and other special considerations to minimize effects to the historic properties that were identified. The BLM does not have jurisdiction to ensure that adverse effects to these properties will

be avoided and/or minimized in the final engineering design, nor does the BLM have a nexus to ensure that a Treatment Plan would be developed.

**c. Zone 6 Procedures for the Identification of Historic Properties, Determining Findings of Effect, and the Minimization or Mitigation of Adverse Effects**

If BLM terminates UDOT's ROW grant, Zone 6 would be removed from management under the Reserve and the non-Federal lands would be added to Washington County's Incidental Take Area. As a result, there may be an effect to an unknown number of historic properties on non-Federal lands in Zone 6 if development occurs (see Appendix B for more detail). The BLM, TLA, and UDOT shall ensure that the following stipulations are executed to take into account effects to historic properties:

**i. Procedures for Identifying and Addressing Effects to Historic Properties on BLM Administered Lands Located in Zone 6**

The BLM administers 3,471 acres of the 6,813 acres in Zone 6, of which 2,345 acres are within the Red Bluff Area of Critical Environmental Concern, managed to protect the endangered dwarf bearclaw poppy. The agency is not considering any authorized actions that may affect historic properties on BLM-administered lands within Zone 6 occurring as the result of this undertaking. The BLM would continue to manage these lands in a manner that would provide for avoidance and minimization of effects to identified and unidentified historic properties. Any undertakings on BLM-administered lands within Zone 6 would conform with the St. George Field Office Resource Management Plan, as amended, the *State Protocol Agreement Between The Bureau of Land Management and the Utah State Historic Preservation Office*, 2020 (the Utah BLM Protocol), and/or the *Programmatic Agreement Between The Advisory Council on Historic Preservation, The Bureau of Land Management – Utah, The Utah State Historic Preservation Office, and School and Institutional Trust Lands Administration Regarding National Historic Preservation Responsibilities for Small-Scale Undertakings*, 2019 (SS PA). The BLM will consider and minimize future indirect effects that may occur on BLM administered lands as the result of actions on adjacent non-Federal lands through the use of fencing and/or site monitoring. If the BLM installs ground disturbing minimization measures such as fencing, the BLM shall consider this as an undertaking and proceed with identification efforts as outlined under the Utah Protocol and the SS PA. If the BLM installs interpretive signage in the Bearclaw Poppy Trailhead, the trailhead has been subject to archaeological survey and no historic properties would be affected by this action.

**ii. Procedures for Identifying and Addressing Effects to Historic Properties on State and County Lands**

The State (TLA and UDOT) administer a total of approximately 2,837 acres in Zone 6. If the TLA or UDOT proceed with development of their lands in Zone 6, they shall proceed according to the requirements of UCA § 9-8a-404 and any applicable regulations, which contains legally enforceable restrictions and conditions that require the identification and evaluation of historic properties, the assessment of effects, and the resolution of adverse effects to historic properties.

Washington County owns 450 acres in Zone 6 that was acquired from TLA and is subject to deed restrictions which require the County to seek approval from TLA

before taking actions on the property that would constitute an undertaking as defined in UCA § 9-8a-404, including ground disturbing activities.

**iii. Procedures for Identifying and Addressing Effects to Historic Properties on Private Lands**

Approximately 54 acres in Zone 6 are owned by two private landowners and the City of St. George. Some of these lands have been subject to past identification efforts and no historic properties have been identified. For those lands that have not been previously surveyed, the BLM will request permission from the landowner to conduct a Class III Survey. If granted permission, the BLM will proceed according to the Utah BLM Protocol and/or the SS PA.

If historic properties are identified, the BLM has no authority to require private landowners or the City of St. George to avoid or minimize effects to historic properties. The BLM will mitigate for the potential loss of historic properties through the development of two interpretive signs to be placed on BLM-administered public lands, as described below under Stipulation III.c.iii.A. and B. of this Agreement.

If the BLM cannot get landowner consent to conduct a Class III Survey, the BLM will proceed with the measures outlined above under Stipulation III.c.iii.A. and B. of this document.

- A. The BLM will work with the Paiute Indian Tribe of Utah, Shivwits Band of Paiutes, and other interested Tribes to develop an interpretive sign that will be placed at the Bearclaw Poppy Trailhead, located in Zone 6. The sign will describe past indigenous uses of the area and include a generalized description of the archaeological record resulting from those uses.
- B. The BLM will consult with interested parties, such as the City of St. George, Washington County, and/or the Washington County Historical Society, in the development of an interpretive sign to be placed at a trailhead in the NCA. The sign will describe historic water use and historic water conveyance features in that area.

**IV. Professional Qualifications and Archaeological Permitting**

- a. The BLM will ensure that archaeological work undertaken by the BLM as part of this Agreement will be completed by BLM staff who meet the qualifications established by the Office of Personnel Management for a GS-0193 professional series archaeologist (BLM Archaeologist). Archaeological consultants working on BLM-administered lands to satisfy the Stipulations of this Agreement are required to work under a valid BLM Cultural Resource Use Permit.
- b. The BLM acknowledges that archaeological survey and excavation projects conducted on lands owned or controlled by the State of Utah, its political subdivisions, or the TLA are subject to the professional qualification and permitting requirements found in UCA § 9-8a-305 and UCA § R654-1.

## **V. Duration**

This Agreement will expire if its terms are not carried out within 20 years from the date of its execution. Prior to that time, the BLM may consult with the other Signatories and Invited Signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation X (Amendments) below.

## **VI. Post Review Discoveries for Federal Undertakings**

- a.** If a Treatment Plan has been developed, the discovery will proceed according to the Treatment Plan and, if a POA is developed, the BLM shall ensure that the POA has been followed.
- b.** If a Treatment Plan has not been developed, and cultural resources are discovered after construction has begun, the BLM shall ensure that if a POA has been developed, the discovery will proceed as follows:
  - i.** Construction activities will be halted, and a 30-meter buffer will be set up around the perimeter of the discovery.
  - ii.** Within 48 hours of the discovery, the BLM or agency official with jurisdiction over the discovery area will determine if activities may continue or be modified to minimize potential impacts. The agency official will proceed with identification efforts consistent with 36 CFR § 800.4 and make efforts to avoid or minimize adverse effects. If effects cannot be avoided or minimized, the agency official will develop a treatment plan pursuant to Stipulation II.b.-d. of this agreement.
  - iii.** If there will be no adverse effect to historic properties, the BLM will notify interested Tribes and the SHPO of the finding. The SHPO will respond within 48 hours of the notification. If the agency official does not receive comments within 48 hours, construction in the area may resume.

## **VII. Monitoring and Reporting**

The BLM will report the status of the BLM obligations documented in this Agreement in a digital letter report transmitted annually to all other Signatories, Invited Signatories, and Concurring Parties for the duration of this PA. After the receipt of the BLM letter report, Consulting Parties may request a conference call among parties to consider suggestions for possible modifications or amendments to this Agreement.

## **VIII. Confidentiality of Historic Property Information**

The parties to this Agreement acknowledge that historic properties covered by this Agreement are subject to the provisions of Section 304 of the NHPA relating to the nondisclosure of sensitive information about the location, character, and ownership of a historic property, including historic properties of traditional religious and cultural importance to Tribes, and having so acknowledged, will ensure that all actions and documentation prescribed by this Agreement are consistent with the Act. In addition, Section 9 of the ARPA requires withholding information about the nature and location of archaeological resources and the BLM will withhold information accordingly. If BLM and SHPO determine that it is necessary to share sensitive information, the BLM may require data sharing agreements with parties interested in obtaining sensitive information.

## **IX. Dispute Resolution**

Should any Signatory, Invited Signatory or Concurring Party to this Agreement object to actions proposed or the manner in which the terms of this Agreement are implemented, they will provide written notice to the BLM, and the BLM will determine if the objection should be considered, prior to contacting consulting parties. If the BLM determines that the request should be considered, the BLM will consult with the objecting party, and other consulting parties to resolve the dispute.

If, after consulting with the objecting party and other consulting parties to resolve the dispute, the BLM determines that the objection cannot be resolved within 30 calendar days, the BLM will forward all documentation relevant to the dispute to the ACHP. The BLM shall allow the ACHP 30 days after receiving adequate documentation to provide its advice on the resolution of the objection. Prior to reaching a final decision on the dispute, the BLM shall prepare a response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, Invited Signatories, and Concurring Parties, and provide them with a copy of this response. The BLM will then proceed according to this final decision.

If the ACHP does not provide advice regarding the dispute within the 30-day period, the BLM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the BLM shall prepare a response that takes into account any timely comments regarding the dispute from Signatories, Invited Signatories, and Concurring Parties to the Agreement and provide them and the ACHP with a copy of such written response.

## **X. Amendments**

This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy is signed by all the Signatories and is filed with the ACHP.

## **XI. Termination**

If a Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation X. If, within 30 days (or another time period agreed to by all Signatories), an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories.

## **XII. Execution**

Execution of this Agreement by the BLM and the SHPO, and implementation of its terms, evidence that the BLM has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

**Bureau of Land Management**

\_\_\_\_\_ Date 10/11/2024  
Gregory Sheehan, State Director

**Utah State Historic Preservation Office**

\_\_\_\_\_ Date  
Dr. Chris Merritt, State Historic Preservation Officer

## INVITED SIGNATORIES

**Utah Department of Transportation**

\_\_\_\_\_ Date  
Kirk Thornock, UDOT Region 4 Director

**Utah School and Institutional Trust Lands Administration**

\_\_\_\_\_ Date  
Name, Title

**CONCURRING PARTIES**

**Paiute Indian Tribe of Utah**

\_\_\_\_\_ Date  
Name, Title

**Shivwits Band of Paiutes**

\_\_\_\_\_ Date  
Name, Title

**Utah Public Lands Policy Coordinating Office**

\_\_\_\_\_ Date  
Name, Title

**Washington County**

\_\_\_\_\_ Date  
Name, Title

**City of St. George**

\_\_\_\_\_ Date  
Name, Title

**Conserve Southwest Utah**

\_\_\_\_\_ Date  
Name, Title

## APPENDIX A: Project Background and History

On September 4, 2018, UDOT applied for a ROW grant for the Northern Corridor Highway Project on BLM-managed land within the Red Cliffs National Conservation Area (NCA). The 45,000-acre Red Cliffs NCA was established through the passage of the Omnibus Public Land Management Act of 2009 (OPLMA) (16 U.S.C. § 460www). The Congressionally defined purposes of the NCA are to conserve, protect, and enhance for the benefit of present and future generations the ecological, scenic, wildlife, recreational, cultural, historical, natural, educational, and scientific resources of the NCA and to protect each species that is listed as a threatened or endangered species under the ESA. The NCA's designating statute directs the Secretary of the Interior to manage the NCA [through the BLM] in a manner that conserves, protects, and enhances its resources and to only allow uses that would further a purpose for which it was designated. In 2016, the BLM approved a Red Cliffs NCA Resource Management Plan for the NCA that included management goals, objectives, and decisions that were consistent with the designation purposes, authorized uses, and other direction from OPLMA specific to this NCA.

OPLMA at Section 1977(b)(2) addresses the development a comprehensive travel management plan for the land managed by the BLM in Washington County and directs that “in developing the travel management plan, the Secretary shall—(A) in consultation with appropriate Federal agencies, State, Tribal, and local governmental entities (including Washington County and St. George City, Utah), and the public, identify 1 or more alternatives for a northern transportation route in the County.” In its ROW application, UDOT described the proposed highway as a multi-lane divided highway that would be constructed in phases, based on traffic demand. The stated need for the new highway was based on current and projected growth in the greater St. George metropolitan area and its purpose to provide increased transportation network capacity for east-west travel between Interstate 1-15 and State Route 18. To construct the highway, UDOT would also need to obtain easements for the non-Federal lands in the overlapping and larger Red Cliffs Desert Reserve. Prior to the NCA's designation, the Red Cliffs Desert Reserve was established for the protection of the Mojave desert tortoise and 61,000 acres of its habitat as part of the 1995 Washington County Habitat Conservation Plan (HCP). In 2015, pursuant to Section 10(a)(1)(B) of the ESA, Washington County applied to renew and amend its HCP and associated ITP. The restated and amended HCP described the Northern Corridor highway as a potential changed circumstance, which would be fully offset with the addition of a new discontinuous sixth zone to the Red Cliffs Desert Reserve (Reserve Zone 6) as the primary conservation strategy.

During 2019 and 2020, in compliance with the National Environmental Policy Act (NEPA), the BLM and FWS prepared an Environmental Impact Statement (EIS) to analyze the environmental impacts associated with UDOT's ROW application and reasonable alternatives. To consider this application, the BLM needed to also consider amending the Red Cliffs NCA and St. George Field Office Resource Management Plans (RMPs). On January 13, 2021, the Secretary of the Interior signed a Record of Decision (ROD) that approved UDOT's ROW application and approved the amendments to the RMPs. The decision approving the ROW was effective immediately and the BLM issued UDOT a ROW grant for its application alignment on the same day. Also on January 13, 2021, the FWS Regional Director for Interior Regions 5 and 7 signed a ROD approving the issuance of an ITP to Washington County. The FWS issued the ITP to Washington County. Because BLM approved the UDOT ROW application, the changed circumstance was triggered, and Zone 6 was formally added to the Reserve.

On June 3, 2021, seven organizations (collectively, the Plaintiffs) filed an initial complaint in the United States District Court for the District of Columbia. Among other claims, the Plaintiffs alleged the BLM's ROW decision violated both NEPA and the NHPA. The Plaintiffs stated, in part, that the Final EIS did not fully address the changed circumstances of wildfire in the region and the impacts it may have on the threatened Mojave desert tortoise, critical tortoise habitat, and the spread of invasive annual grasses. The Plaintiffs also alleged that the BLM failed to comply with the consultation requirements under Section

106 of the NHPA. On July 27, 2021, the Plaintiffs amended their complaint to include the FWS and additional claims related to NEPA and the Endangered Species Act (ESA).

During the litigation, the United States and the Plaintiffs reached an out-of-court Settlement Agreement that committed the BLM and FWS to complete a Supplemental EIS (SEIS) with RODs to be signed by November of 2024, subject to unforeseen delays, and the BLM was to complete NHPA consultations (as necessary). The Settlement Agreement was signed on August 30, 2023. Prior to executing that agreement, the United States moved for the voluntary remand and partial vacatur of BLM's and the FWS's 2021 decisions. On November 16, 2023, the United States District Court Order, supported by a Memorandum Opinion, granted the request for voluntary remand of the 2021 decisions to the BLM and FWS for reconsideration but denied the request of vacatur of the ROW grant.

The BLM and the FWS are now jointly preparing a SEIS to further consider the effects of granting UDOT a highway ROW through the NCA. As no new alignments for the Northern Corridor highway were identified during scoping for the SEIS in November-December of 2023, the five alternative alignments that were previously considered in detail are being carried forward for analysis in the SEIS, As well as an alternative that would terminate UDOT's ROW grant, which is the equivalent of the "no action" alternative in the 2020 Final EIS.

The UDOT ROW alignment is proposed as a 4.5 mile long by 500 ft wide corridor that would include 1.9 miles on public lands managed by the BLM, 0.24 miles on TLA, 0.77 miles on UDWR, 1.04 miles on County owned land, and 5.24 feet on private property. The T-Bone Mesa alignment was proposed as a 4.2 mile long by 500 ft wide corridor that included 2.2 miles on public lands, 0.03 miles on TLA land, 1.245 miles on UDWR, 0.06 miles on County-owned land, and 0.41 miles on private property. The Southern alignment was defined as a 5.6 mile long by 500 ft wide corridor that included 1.5 miles on public lands, 0.24 miles on TLA, 1.04 miles on UDWR, 0.59 miles on County-owned land, 1.55 miles on municipal lands held by the City of St George, 0.13 miles on municipal land held by Hurricane City, and 0.12 miles on private property. For the Red Hills Parkway Expressway, the existing roadway crosses 0.22 miles on public lands, 0.03 miles on TLA, 0.11 miles on State Parks, 3.06 miles on the City of St George, and 0.62 miles on private property.

The Draft SEIS was released for a public review and comment on May 10, 2024, but and did not declare an agency preferred alternative. A Final SEIS will be released in the fall of 2024 and a ROD must be signed by November 2024, subject to any unforeseen delays, to comply with the Settlement Agreement. The decision will either affirm, affirm with modifications, or terminate UDOT's ROW grant. The FWS's ROD will decide whether to amend Washington County's ITP so that it reflects the BLM's reconsideration of UDOT's ROW.

The BLM is not considering amendments to the Red Cliffs NCA RMP or the St. George Field Office RMP in the SEIS. If the BLM's 2024 decision differs from the 2021 ROW decision, the BLM will undertake additional land use planning to reflect the 2024 decision. Until that additional planning is complete, BLM will not consider or reconsider a similar ROW application for a highway in the NCA.

## **APPENDIX B: Identification Efforts and Historic Properties Located in Zone 6**

Zone 6 of the Red Cliffs Desert Reserve is a 6,813-acre parcel located in Washington County Utah, west of the City of St. George. Lands in Zone 6 are managed and owned by the BLM, TLA, UDOT, Washington County, the City of St. George, and two private landowners (see Appendix C). Approximately 1,621 acres (23.8%) of the land in Zone 6 has been subject to archaeological surveys. These surveys have resulted in the identification of 15 historic properties, 8 sites that were not evaluated for National Register eligibility, and 11 sites that were determined to be ineligible for the National Register.

The BLM administers over 50% of Zone 6 (3,471 acres), and 2,345 acres of which are within the Red Bluff Area of Critical Environmental Concern (ACEC). The ACEC is managed to protect the endangered dwarf bearclaw poppy through restrictions on land uses, such as utilities development, roads, and other uses that require rights-of-way. The public lands of the ACEC and Zone 6 are to be retained in Federal ownership, which means they cannot be sold or exchanged for development. Non-motorized recreation uses in the ACEC are limited to the designated and largely fenced trail system, while motorized travel is limited to existing roads, until travel management is completed. Once a Travel Management Plan is approved, motorized vehicle travel will be limited to designated roads. The BLM is not considering any authorized actions on BLM-managed lands in Zone 6 associated with this undertaking. The public lands will continue to be managed in conformance with the objectives and decisions in the St. George Field Office RMP.

The TLA holds approximately 2,767 acres in Zone 6. Of these acres, 432 acres or slightly more than 15%, have been archaeologically surveyed to identify historic properties. The results of these surveys are listed below in Table 1. Any future undertakings on TLA lands would be subject to UCA 9-8a-404.

The UDOT owns 70 acres in Zone 6 that it acquired to mitigate the loss of endangered native plant habitat resulting from the construction of the Southern Parkway highway project. Should there be undertakings proposed on these mitigation lands, they would be subject to UCA 9-8a-404.

Washington County owns 450 acres (T42S, R16W, Sec 32) that were acquired from TLA and are covered by Deed Restrictions for Cultural, Archaeological, Paleontological and Antiquities Resources. These restrictions require the County to manage the lands for conservation, obtain TLA permission for sale, lease, or conveyance of the land, and for any actions that would constitute an undertaking. Undertakings must comply with the Utah Antiquities Act, UCA 9-8-301 et. seq. and Utah Code 9-8-404 et. seq. (see SITLA Certificate of Sale, No. 27022 to Washington County). A small-scale Class III inventory (less than 50 acres) has been completed on the County parcel, and no archaeological sites were identified.

The City of St. George owns 2.3 acres of land divided into two parcels (1.44 and .86 acres). The larger parcel has been archaeologically surveyed and the smaller parcel has been partially surveyed; no archaeological sites were identified.

Two private landowners own land within Zone 6; one with a 40-acre parcel and the other with two parcels of approximately 4.3 acres and 8.4 acres in size. A small area of the 40-acre parcel has been archaeologically surveyed and no sites were identified. The 4.3-acre private parcel was completely surveyed, and no sites were located. The 8.4-acre parcel has also been surveyed and a lithic scatter was documented that is partially on TLA land. This site was evaluated as not being eligible for National Register listing.

**Table 1: Summary of Survey and Sites in Zone 6 by Land Status**

Land Status	Total No. of Sites	Prehistoric	Historic	Eligible	Unevaluated	Not Eligible
BLM	23	23	0	11	7	5
TLA	11	7	4	4	1	6
Private	0	1 (also on TLA)	0	0	0	1 (also on TLA)
Total	34	30	4	15	8	11

In summary, as described in Table 2, 24 archaeological surveys have been completed between 1975 and 2017, which have accounted for over 23.8% of the 6,812 acres in Zone 6 to be subject to Section 106 identification efforts. These survey efforts resulted in the identification of 34 archaeological sites, 15 of which are historic properties, 8 are unevaluated, and 11 have been determined ineligible for the NRHP. Thirty of the sites are precolonial (“prehistoric”) and the remaining four are historic period. Table 3 lists the sites, a brief description, eligibility determinations, and land status. Much of Zone 6 is characterized by the prevalence of gypsum rich soils that support dwarf bearclaw poppy habitat and very little other vegetation. When wet, these soils turn to thick mud which may have limited past human use and occupation. Based on previous identification efforts, overall site density is expected to be low, and most sites would be expected to occur in areas with rock outcrops and cliff faces.

**Table 2: Archaeological Surveys Completed in Zone 6**

Project Number	Project Title
U75DA0009	Archeological Reconnaissance along the Proposed Coal-Slurry Pipeline Corridor from Alton, Utah to Dry Lake, Nevada
053-288	Virgin River Inventory, Atkinville Section
U86BC0015, 053-403	An Archaeological Survey of a Proposed 345 KV Powerline Corridor in Southwest Washington County, Utah
U87BC0136	An Archaeological Inventory of the St George Wastewater Treatment Facility, in Washington County, Utah
053-480	Sewer Plant Temp Road Etc.
053-515	Gravel Area Vic. Atkinville #2
U90BL0691, 053-569	Red Bluff Protective Fence
U94BL0510, 053-853	Desert Tortoise Exchange Tract 1
U95BL0831	Desert Tortoise Exchange Tract 65
U99BL0467	Green Valley Mountain Bike Trail
U00BL0056	City of St George Water Tank and Pipeline
U00BL0745	Curly Hollow Poppy Fence
U03UM0136	Montezuma at Bloomington Sale Parcel, Washington County, Utah
U04HQ0795	An Archaeological Survey of Approximately 167 acres in the West Southgate Ridge Project Area, Washington County, Utah
U07HO0244	A Cultural Resource Inventory of the Rio Virgin Bloomington to Beaver Dam Fiber-Optic Corridor, Mohave County, Arizona and Washington County, Utah
U08HO0046	A Cultural Resource Inventory of the St George RC Model Plane Airport, Washington County, Utah
U08HO0294	A Cultural Resource Inventory of the Rio Virgin/Qwest Fiber-optic Building Site, Washington County, Utah

U09BL0013	Protective Fencing Projects for the SCRR
U09HQ0008	Archaeological Survey of Approx. 640 acres in the Tonaquint Project Area
U10LI0939	A Class III Cultural Resources Inventory of 5,718 Acres for the Comprehensive Travel and Transportation Management Plan, St George Field Office, Bureau of Land Management, Washington County, Utah
U11HO0051	A Cultural Resource Inventory of the St George RC Model Airplane Airport Expansion, Washington County, Utah
U12BL0566	Technical Report Addressing the Effects to Cultural Properties on Public Lands Related to 10 Year Term Grazing Permit Renewals for Apex Slope, Box Canyon, Curly Hollow, and River Allotments, Washington County, Utah
U17HO1042	A Cultural Resource Inventory of the Bear Claw Poppy Road and Navajo Road Parking Easements, Washington County, Utah
U17ST1018	Cultural Resources Survey for the Washington County Comprehensive Travel and Transportation Management Plan, Utah

**Table 3: Archaeological Sites Documented in Zone 6**

Site Number	Site Type	Eligibility	Land Status
42WS0485	Lithic Scatter w/ possible Structure Outlines	Undetermined	SITLA
42WS0486	Prehistoric Structural	Undetermined	BLM
42WS0487	Lithic Scatter	Undetermined	BLM
42WS1675	Prehistoric Structural	Eligible	BLM
42WS1676	Lithic Scatter	Not Eligible	BLM
42WS2906	Lithic Scatter	Not Eligible	BLM
42WS2923	Rock Shelter	Eligible	BLM
42WS2936	Mano & Hammerstone	Not Eligible	BLM
42WS2937	Rock Shelter, Paiute	Eligible	BLM
42WS2938	Rock Shelter	Eligible	BLM
42WS2939	Rock Shelter	Eligible	BLM
42WS2940	Rock Shelter	Eligible	BLM
42WS2941	Rock Shelter	Eligible	BLM
42WS2942	Rock Shelter	Undetermined	BLM
42WS2943	Rock Shelter	Undetermined	BLM
42WS2944	Rock Shelter w/ Wall	Eligible	BLM
42WS2945	Rocks Piled on a Sheltered Ledge	Undetermined	BLM
42WS2946	Bedrock Metate & Rock Shelter	Not Eligible	BLM
42WS2947	Rock Shelter	Eligible	BLM
42WS2948	Rock Shelter	Eligible	BLM
42WS2949	Rock Shelter	Undetermined	BLM
42WS2950	Rock Shelter	Eligible	BLM
42WS2951	Rock Shelter	Undetermined	BLM
42WS4482	Historic Rock Wall	Not Eligible	TLA
42WS5032	Old Mormon Road/Old Southern Road	Eligible	TLA
42WS5042	Lithic Scatter	Not Eligible	TLA
42WS5182	Lithic Scatter	Not Eligible	TLA & private

42WS5184	Prehistoric Artifact Scatter	Not Eligible	TLA
42WS5185	Rock Shelter & Prehistoric Artifact Scatter	Eligible	TLA
42WS5186	Prehistoric Artifact Scatter	Eligible	TLA
42WS5187	Prehistoric Artifact Scatter	Eligible	TLA
42WS5188	Historic Rock Wall	Not Eligible	TLA
42WS5189	Boulder w/ Historic Signature	Not Eligible	TLA
42WS5513	Lithic Scatter	Not Eligible	BLM

## APPENDIX C: Maps

**Figure 1: Project Area**

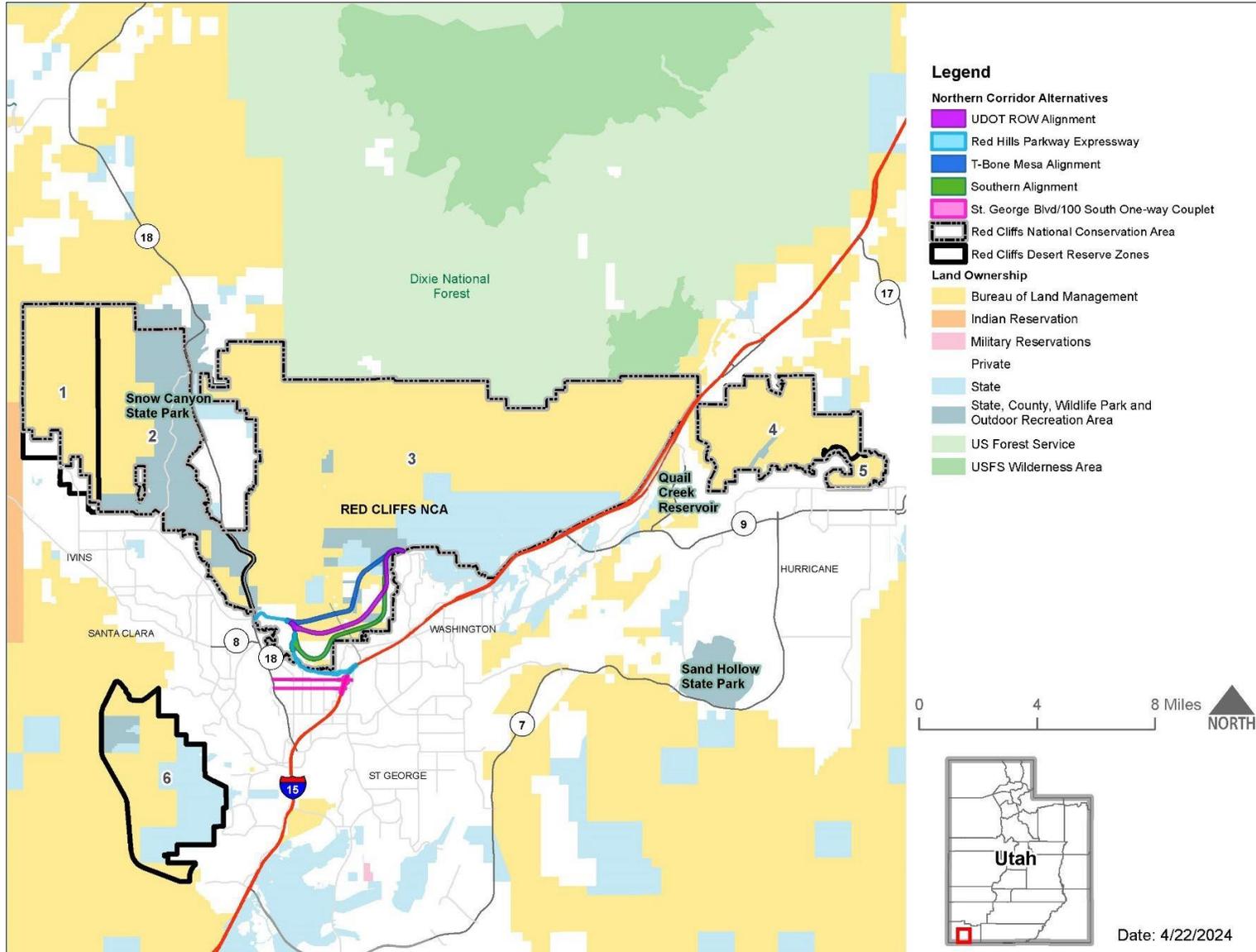
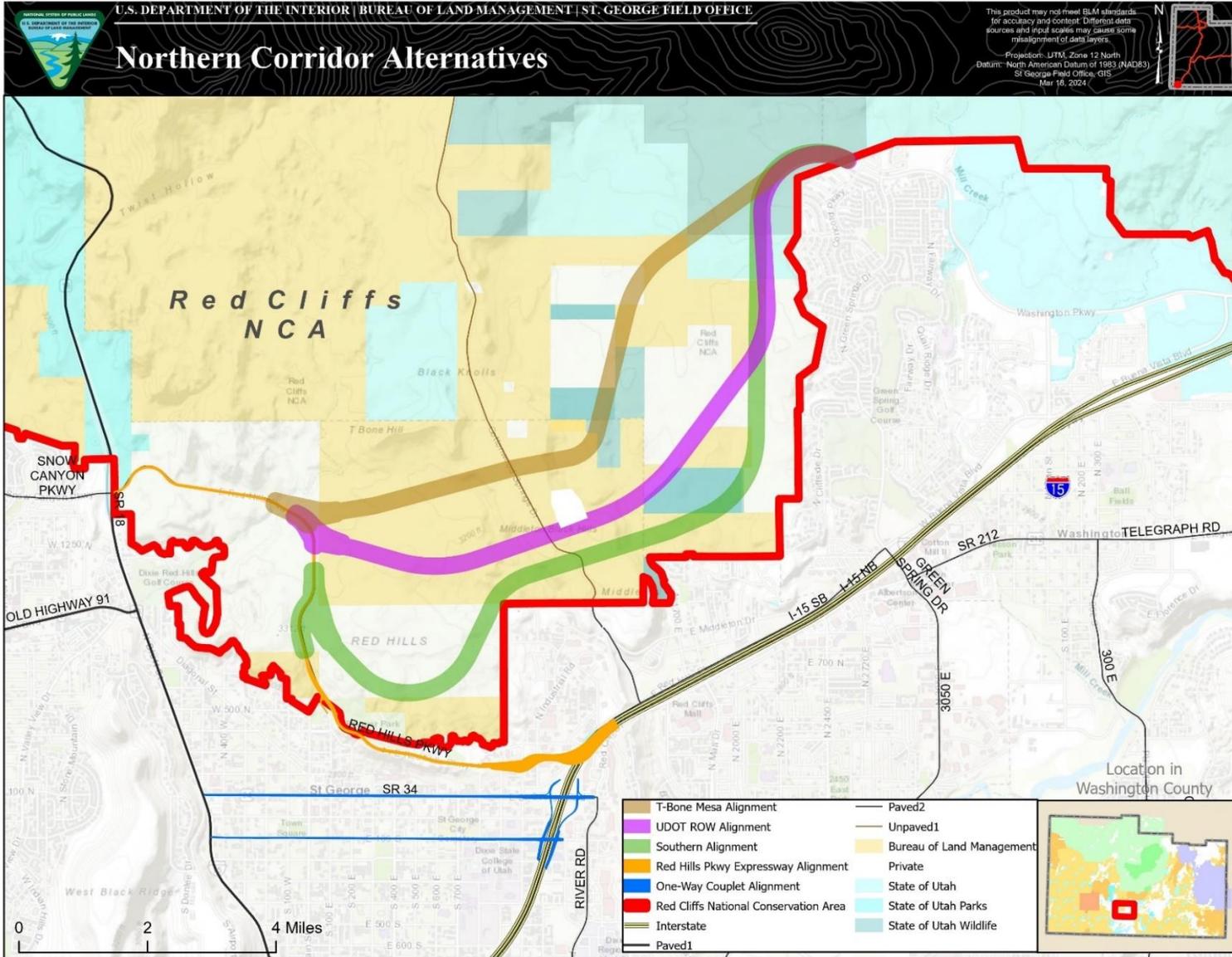


Figure 2: Alternatives



**Figure 3: Areas of Potential Effects**

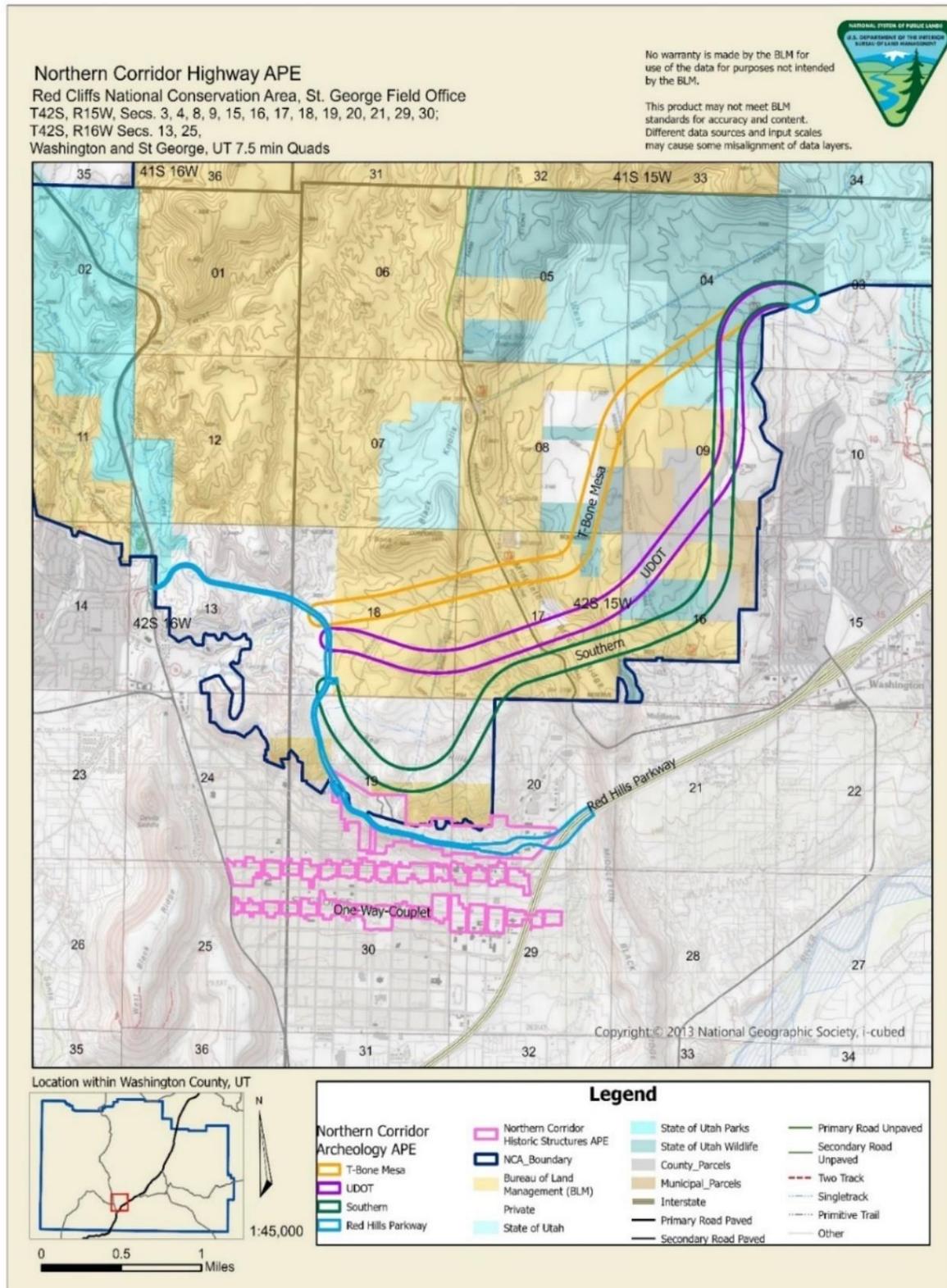
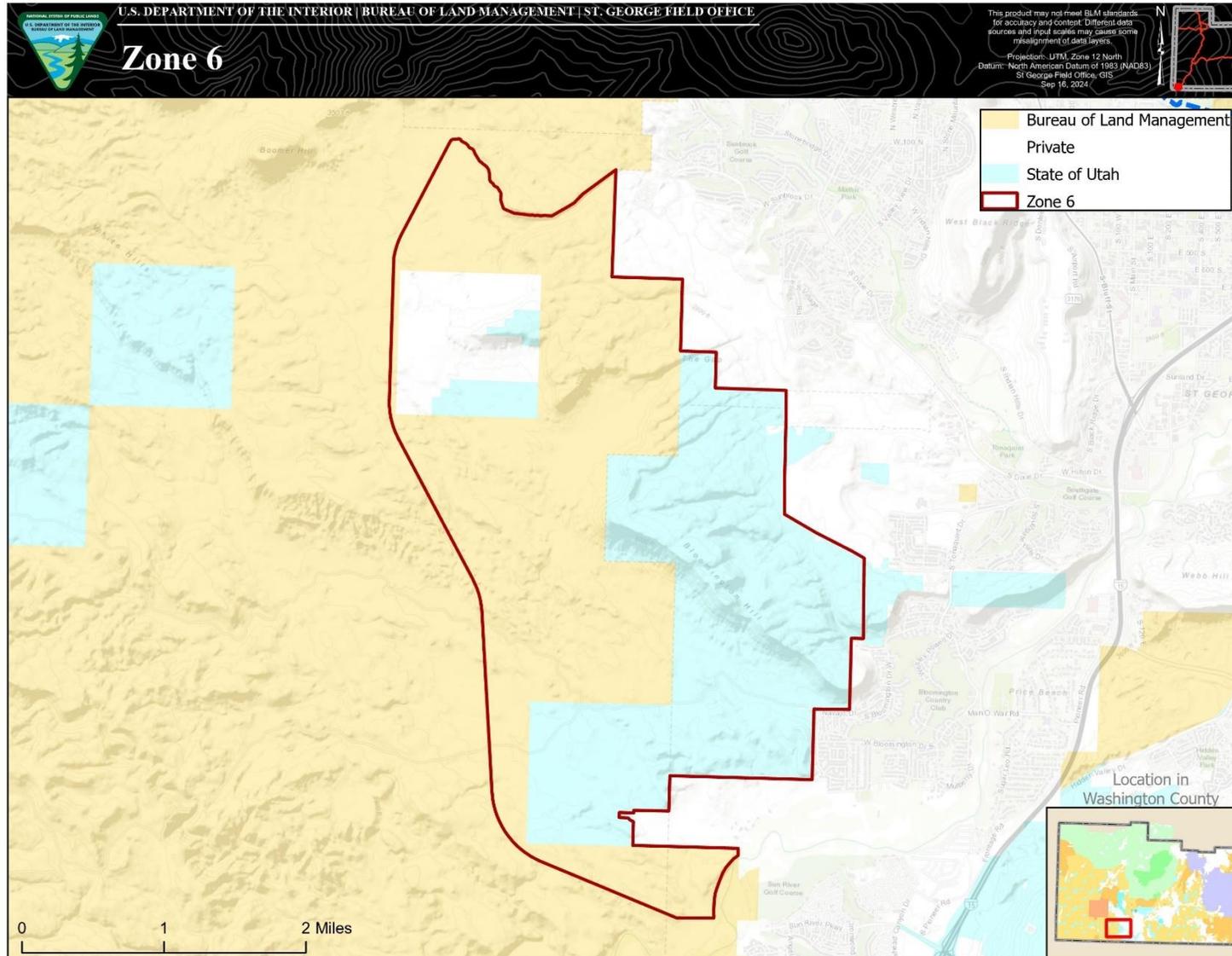


Figure 4: Zone 6





**Agenda Date:** 10/17/2024

**Agenda Item Number:** 03

**Subject:**

Public hearing and consideration of Resolution No. 2024-031R to review and approve amendments to the Fiscal Year 2024-25 Budget.

**Item at-a-glance:**

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

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

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

City departments have submitted requests for adjustments to their fiscal year 2024-25 department budgets per their review and forecasts based on activity during the first quarter of the fiscal year. Budget opening requests are primarily related to grant-funded projects not anticipated in the original budget and rollover projects from the prior fiscal year.

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

**Budget Impact:**

Cost for the agenda item: \$5,832,796

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

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

This item is to request amendments to the budget primarily for grant-funded projects not anticipated in the original budget and roll-over projects from the prior fiscal year as detailed in Exhibit A.

Description of funding source:

The funding source is identified by project within Exhibit A.

**Recommendation (Include any conditions):**

Staff recommends taking public comment and approval of the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**AMENDING THE 2024-2025 FISCAL BUDGET FOR THE  
CITY OF ST. GEORGE, UTAH.**

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget, and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 17th day of October, 2024, upon motion duly made and seconded, it is

RESOLVED that the 2024-2025 fiscal budget for the City of St. George thereto, is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 17TH DAY OF OCTOBER, 2024.

ST. GEORGE CITY:

ATTEST:

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

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

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Ryan N Dooley, City Attorney

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



**GENERAL FUND ADJUSTMENTS**

			<u>Debit</u>	<u>Credit</u>
1	10-38800	General Fund - Appropriated Fund Balance		909,033
	10-4557-7400	General Fund - Sports Field Maintenance - Equipment Purchases - John Deere G	20,345	
	55-5550-7400	General Fund - St. George Golf - Equipment Purchases - Toro Grounds master	44,875	
	10-4510-7400	General Fund - Parks - Equipment Purchases - Chevrolet 2500 Utility Body Chass	60,211	
	10-4413-7400	General Fund - Streets - Equipment Purchases - Street Sweeper	357,762	
	10-4413-7400	General Fund - Streets - Equipment Purchases - Dump Bed 16' Carbon Steel	70,947	
	10-4211-7400	General Fund - Police - Equipment Purchases - SWAT Vehicle	311,939	
	10-4211-7400	General Fund - Police - Equipment Purchases - BMW 1250 RT-P Motorcycle	27,935	
	10-4211-7400	General Fund - Police - Equipment Purchases - Ford F-150	52,317	
	10-4211-7400	General Fund - Police - Equipment Purchases - (5) Chevy Tahoe	278,970	
	10-4220-7400	General Fund - Fire - Equipment Purchases - Hauler Bed	41,494	
	10-38200	General Fund - Transfer from Other Funds		357,762
	59-5900-9100	Drainage Utility Fund - Transfers to Other Funds	357,762	
	59-38800	Drainage Utility Fund - Appropriation of Fund Balance		357,762
	52-5200-7400	Wastewater Collections - Equipment Purchase - Dump Truck Chassis & Body	80,286	
	52-5200-7400	Wastewater Collections - Equipment Purchase - Utility Truck Body	31,068	
	52-38800	Wastewater Collections - Appropriated Fund Balance		111,354

The Fleet Services Division is requesting to roll-forward funds from the FY2024 budget for the replacement of several pieces of equipment and vehicles that were not received during FY 2024. Each year as part of the budget process staff evaluate the condition of equipment/vehicles and the needs of the departments. All equipment and vehicle requests rolling forward will be replacements needed in the fleet due to the age and condition of these vehicles/equipment. Funding is available from the unused funds in the FY 2024 budget that were planned for these purchases. Staff requests to amend the budget in the amount of \$1,735,911 to roll forward funds from the FY 2024 budget for several pieces of equipment that were ordered but not received during FY 2024.

2	10-38400	Insurance Claim Proceeds		226,975
	10-4220-2680	General Fund - Fleet Maintenance - Accident Repair on Aerial Ladder Truck	226,975	

The Fire Department is requesting to add funding for the repair of a ladder truck that was damaged in FY 2024 from a vehicle collision. During fiscal year 2024 Ladder 21 had to be removed from service due to a vehicle collision that damaged the vehicle. The city submitted an insurance claim and received reimbursement to fully cover the cost of repairs. Since this time repairs have been completed on the apparatus and the vehicle has been delivered to the city and put back in service. The total cost of these repairs was \$226,975 which was fully reimbursed by the at-fault party's insurance. Staff requests to amend the budget in the amount of \$226,975 for repairs to Ladder Truck 21.

3	10-38100	General Fund - Contributions from Others - UCA		40,721
	10-4213-7400	General Fund - Dispatch - Dispatch Chairs & Furniture Replacements	22,070	
	10-4213-7400	General Fund - Dispatch - Web Hill Cameras	18,651	

The Police Department requests to roll forward funds received from the Utah Communications Authority (UCA) to wrap-up projects approved in the FY 2024 budget that due to the timing of these projects were not able to be completed by the end of the fiscal year. These projects include furniture replacements at the 9-11 dispatch center and the replacement of the cameras on the Webb Hill Radio Tower. Funding is available from unused funds received from the UCA during FY 2024 that were planned for these purchases but due to the timing of orders were not completed during the fiscal year. Staff requests to amend the budget in the amount of \$40,721 to complete these FY 2024 projects.

4	10-38100	General Fund - Contributions from Others - UCA		6,500
	10-4213-2700	Police Dispatch - Special Department Supplies - Dispatch Center Headsets	6,500	

The Police Department requests to use funds received from the Utah Communications Authority for the purchase of replacement 9-11 Dispatch Center headsets. The headsets used at the dispatch center are used heavily due to the 24/7/365 nature of the facility. These headsets paired with specialized radio amplifiers are engineered specifically for 911 operations to reduce background noise and ear strain for dispatchers. Staff would like to replace all (50) of the current headsets at the 911-Dispatch Center which have reached their useful life. Funding is available from additional funds received from the UCA this fiscal year. Staff requests to amend the budget in the amount of \$6,500 to purchase replacement headsets for the 911-Dispatch Center.

5	10-38345	General Fund - Tennis & Pickleball Donations		29,000
	10-4560-4245	General Fund - Tennis & Pickleball - Donation Expenses	29,000	

The Parks & Community Services Department requests to use a donation received for the purchase of shades and benches at the Bloomington Pickleball courts. During the current fiscal year staff received a donation of \$29,000 specifically ear-marked for the purpose of installing shades and benches at the Bloomington Pickleball Courts. Staff requests to amend the budget in the amount of \$29,000 to add these improvements to the Bloomington Pickleball courts.



**OTHER FUND ADJUSTMENTS**

			<u>Debit</u>	<u>Credit</u>
6	85-38800 85-8520-7783	Recreation General Obligation Project Fund - Appropriated Fund Balance Recreation General Obligation Project Fund - Lizard Wash Park	228,305	228,305
<p>The Parks &amp; Community Services Department requests to add funds for the design of the Lizard Wash Park. In November 2023 voters approved a \$29 million General Obligation bond to fund trails, parks and park facility improvements throughout the community. The Lizard Wash Park project is a community park planned in the Desert Color Community. This park will include a bike park, playground, pond, pickleball courts, pavilion and restroom facilities. Funding in the amount of \$228,305 is requested to be added to the current FY 2025 budget of \$100,000 to complete the design work on this project. Funding from this request will come from general obligation bonds issued in May 2024 as part of the first tranche of debt issuance authorized by voters. Staff requests to amend the budget in the amount of \$228,305 for design of the Lizard Wash Park.</p>				
7	44-38800 44-4400-9100 85-38200 85-8520-7398	Park Impact Fund - Appropriated Fund Balance Park Impact Fund - Transfer to Other Funds Recreation General Obligation Project Fund - Transfer from Other Funds Recreation General Obligation Project Fund - Curly Hollow Park	172,832  172,832	172,832  172,832
<p>The Parks &amp; Community Services Department requests to add funds for the design of the Curly Hollow Community Park. In November 2023 voters approved a \$29 million General Obligation bond to fund trails, parks and park facility improvements throughout the community. The Curly Hollow Park project is a community park planned in the Tonaquint area. This park will include a climbing structure, a splash pad, hammock/slackline area, a large playground, with a hillside slide and a zip line swing, an obstacle course, a single track mountain bike course, 2 pump tracks (one for kids and the other for adults), a skate park, tennis courts, pickleball courts, a restroom, paved trail, and natural surface trail. Funding in the amount of \$172,832 is requested to be added to the current FY 2025 for the design work on this project. Funding from this request will come from park impact funds which will be leveraged along with the general obligation bonds approved to complete this project. Staff requests to amend the budget in the amount of \$172,832 for design of the Curly Hollow Park project.</p>				
8	44-38800 44-4400-7797	Park Impact Fund - Appropriated Fund Balance Park Impact Fund - Halfway Wash Trail	86,706	86,706
<p>The Parks &amp; Community Services Department requests to roll forward funds from the FY 2024 budget for the completion of the Halfway Wash Trail. The FY 2024 budget included funding for the construction of the Halfway Wash Trail project. This project was constructed during FY 2024 but a few outstanding items carried forward into FY 2025 including completion of the installation of railing. Funding for this project is available from unused funds in the FY 2024 Park Impact Fund budget. Staff requests to amend the budget in the amount of \$86,706 to roll forward funds for final invoices related to the Halfway Wash Trail project.</p>				
9	80-38800 80-8000-7300	RAP Tax Fund - Appropriated Fund Balance RAP Tax Fund - Improvements	10,348	10,348
<p>The Parks &amp; Community Services Department requests to roll forward funds from the FY 2024 budget for the replacement of three pavilions at the JC Snow Park. The FY 2024 budget included funding for the replacement of three pavilions at the JC Snow Park in the amount of \$445,000. During FY 2024 staff purchased the three replacement pavilions, demolished two of the existing pavilions and completed the concrete flatwork in preparation for installation. Due to timing, a portion of the project which included the installation of the pavilions occurred during FY 2025. Funding for this project is available from unused RAP Tax funds in the FY 2024 budget. Staff requests to amend the budget in the amount of \$10,348 to roll forward funds for the final costs associated with the replacement of three pavilions at JC Snow park.</p>				
10	80-38800 80-8000-7865	RAP Tax Fund - Appropriated Fund Balance RAP Tax Fund - Royal Oaks Playground Replacement	33,367	33,367
<p>The Parks &amp; Community Services Department requests to roll forward funds from the FY 2024 budget for the Royal Oaks Playground Replacement project. The FY 2024 budget included funding for the Royal Oaks Playground Replacement project in the RAP Tax Fund. Due to the timing, the completion of the project occurred during the current fiscal year with the grand opening of park occurring in August 2024. Funding for this project is available in the RAP Tax from unused funding included in the FY 2024 budget. Staff requests to amend the budget in the amount of \$33,367 to roll forward unused funds from the FY 2024 Budget for completion of the Royal Oaks Playground Replacement project.</p>				

**OTHER FUND ADJUSTMENTS**

			<u>Debit</u>	<u>Credit</u>
11	44-38800 44-4400-7787	Park Impact Fund - Appropriation of Fund Balance Park Impact Fund - Virgin River South Trail - Bloomington to I-15	765,792	765,792
<p>The Parks &amp; Community Services Department requests to roll forward funds from the FY 2024 budget for the Virgin River South Trail - Bloomington to I-15 project. The FY 2024 budget included funding for the construction of this project but due to construction beginning later than anticipated a large portion of this project has carried forward into FY 2025. Funding for this project is available in the Park Impact Fund from unused funding included in the FY 2024 budget. Staff requests to amend the budget in the amount of \$765,792 to roll forward unused funds from the FY 2024 Budget for completion of the Virgin River South Trail - Bloomington to I-15 project.</p>				
12	44-38800 44-4400-7787	Park Impact Fund - Appropriation of Fund Balance Park Impact Fund - Virgin River South Trail - Springs Park to Mall Drive	45,249	45,249
<p>The Parks &amp; Community Services Department requests to add funds for cost increases for the Virgin River South Trail - Springs Park to Mall Drive project. This project was rolled from FY 2024 as part of the FY 2025 budget due to easement issues that prevented construction work from beginning. Due in part to these delays staff anticipate an increase in the cost of the project in the amount of \$45,249. Funding for this project is available in the Park Impact Fund fund balance. Staff requests to amend the budget in the amount of \$45,249 to increase funding for the construction of the Virgin River South Trail - Springs Park to Mall Drive project.</p>				
13	53-38800 5313-7476	Electric Utility Fund - Appropriated Fund Balance Electric Utility Fund - Green Valley Sub Upgrade	690,000	690,000
<p>The Energy Services Department requests to roll forward funds from the FY 2024 budget for the Green Valley Sub Upgrade Project. Energy Services has been working to upgrade the ring bus and other components at the substation as part of this project. This upgrade will help provide an emergency back feed to other portions of the system in the event that there is a power outage in the southern part of the city. Construction of this project began in FY 2024 but due to the timing on the project has carried forward into FY 2025. Funding is available in unused funds from the prior fiscal year in the Electric Utility Fund. Staff requests to amend the budget in the amount of \$690,000 to roll forward funds from FY 2024 for the completion of the Green Valley Sub Upgrade project.</p>				
14	53-33100 53-38800 53-5313-7484	Electric Utility Fund - Federal Grants Electric Utility Fund - Appropriated Fund Balance Electric Utility Fund - Millcreek Battery	1,868,852	1,000,000 868,852
<p>The Energy Services Department requests to roll forward funds from the FY 2024 budget for the Millcreek Battery project. The FY 2024 budget included funds for the Millcreek Battery project. The Millcreek battery energy storage system will have the capability to sync and provide power to the grid when needed and start the generators in the event of a transmission failure to the area. St. George Energy Services currently uses diesel-powered generators to energize the Millcreek Generation Facility but the diesel generators are aging and inefficient. Due to timing this project has carried forward into FY 2025. Funding for this project will come from a \$1 million grant received from the Department of Energy and \$868,852 from the Electric Utility Fund. Staff requests to amend the budget in the amount of \$1,868,852 to roll forward funds for the Millcreek Battery Project.</p>				
15	53-38800 5313-7476	Electric Utility Fund - Appropriated Fund Balance Electric Utility Fund - Green Valley Sub Upgrade	250,000	250,000
<p>The Energy Services Department requests to add funds for the purchase of SEL equipment used as part of the city's SCADA system. The city's (SCADA) system uses a serial communication system which allows the utility to remotely operate and collect information on the City's electric system. The current system is twenty-five years old and needs to be replaced. Funding is available in the Electric Utility Fund fund balance. Staff requests to amend the budget in the amount of \$250,000 to for the purchase of replacement SEL equipment used as part of the city's SCADA System.</p>				



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 04

**Subject:**

Consider approval of Ordinance No. 2024-065 amending a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones.

**Item at-a-glance:**

Staff Contact: Brenda Hatch

Applicant Name: Bowler Esthetics, Inc

Reference Number: 2024-ZRA-016

Address/Location:

N/A

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

This is a request to amend a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. The applicant would like to use a small portion of their warehousing space for their esthetics, permanent makeup and tattooing. In this amendment city facilities will be moved under Institutional Uses and adding Educational institutions, schools, colleges, learning centers, trade schools, and Religious Facilities as a code clean up item. At their meeting held on September 24, 2024, the Planning Commission held a public hearing and recommended approval with a vote of 4-0; there were no public comments.

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

Traditionally commercial service businesses have not been allowed in the manufacturing zones. The City wants to preserve the manufacturing zones primarily for manufacturing uses. The applicant approached staff with the request for esthetics, permanent makeup and tattooing in the manufacturing zone. Upon review of the request, staff felt the best path forward would be a code amendment. All the uses the applicant had requested were listed in the commercial services section of Title 10, specifically section 10-8B-1. Commercial retail has been allowed in 20% of the building and staff felt this would be appropriate for commercial service businesses as well as an ancillary use to the primary business.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission recommended approval of the changes to Title 10-8C-1 as proposed by staff and contained in exhibit A, case number 2024-ZRA-016, based on the findings listed in the staff report.



PLANNING COMMISSION AGENDA REPORT: 09/24/2024  
CITY COUNCIL AGENDA REPORT: 10/17/2024

### **AMENDMENTS TO TITLE 10-8C-1 Manufacturing Zones Allowed Uses** (2024-ZRA-016)

This section of the St George municipal code shows the allowed uses in the Manufacturing Zones.

#### **REQUEST:**

This is a request to amend a portion of the City Code, Title 10-8C-1, the allowed uses in the Manufacturing Zones. The applicant would like to use a small portion of their warehousing space for their esthetics, permanent makeup and tattooing. The rest of the space is used to store and distribute supplies for esthetics. In this amendment we are also moving city facilities under Institutional Uses and adding Educational institutions, schools, colleges, learning centers, trade schools, and Religious Facilities as a code clean up item. The applicant is Bowler Esthetics, Inc. Case No. 2024-ZRA-016.

#### **BACKGROUND:**

The Planning Commission held a public hearing on September 24, 2024, there were no public comments, they forwarded a positive recommendation in a 4-0 vote.

Traditionally commercial service businesses have not been allowed in the manufacturing zones. The City wants to preserve the manufacturing zones primarily for manufacturing uses. The applicant approached staff with the request for esthetics, permanent makeup and tattooing in the manufacturing zone. Upon review of the request, staff felt the best path forward would be a code amendment. All the uses the applicant had requested were listed in the commercial services section of Title 10, specifically section 10-8B-1. Commercial retail has been allowed in 20% of the building and staff felt this would be appropriate for commercial service businesses as well as an ancillary use to the primary business.

#### **PROPOSED CHANGES:**

The proposed revisions are attached as Exhibit A.

- The additions are underlined in **green**
- The removals are crossed out in **red**

#### **RECOMMENDATION:**

The Planning Commission recommended approval of the changes to Title 10-8C-1 as proposed by staff and contained in exhibit A, case number 2024-ZRA-016, based on the findings listed in the staff report.

#### **ALTERNATIVES:**

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zoning regulation amendment to a specific date.

**POSSIBLE MOTION:**

“I move that we approve the changes to Title 10-8C-1 as proposed by staff and contained in exhibit ‘A’, case no. 2024-ZRA-016, based on the findings listed in the staff report.”

**FINDINGS:**

1. It is in the best interest of the city to update city zoning regulations periodically. The proposed revisions will allow the city to welcome appropriate business activity at approved location

**EXHIBIT A**

**PROPOSED CHANGES TO TITLE 10-8C-1**

**10-8C-1:**

**ALLOWED USES:**

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.

**Allowed Uses**

	M-1	M-2	M-C
<del>City facilities</del>	P	P	P
<b><u>Institutional Uses</u></b>			
<u>City Facilities</u>	P	P	P

	M-1	M-2	M-C
<u>Educational institutions, schools, colleges, learning centers, trade schools (no residential or 24-hour facilities)</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Religious Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>
Retail sale of goods and commercial service businesses as listed in 10-8B-1, that are ancillary to the primary business conducted, with all operations conducted in an enclosed building – Limited to 20% of the <del>overall building</del> square footage <u>of the space occupied by the primary business in M-1 and M-2</u>	P	P	P

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**The St. George City Code is current through Ordinance 2024-043, passed July 18, 2024.**

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

**10-8B-1 Commercial Zones Allowed Uses:**

<b>Service businesses, limited to the following uses:</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mortuary		P	P	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under <a href="#">58-11a-101</a> et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P	P	P	P

	C-1	C-2	C-3	C-4
Personal care service	P	P	P	P
Personal instruction service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		<u>PS</u>	<u>PS</u>	
Sign sales		P	P	P
Storage rental units		<u>PS</u>	<u>PS</u>	
Tattoo establishment		P	P	P
Taxidermist		<u>PS</u>	<u>PS</u>	

**EXHIBIT B**

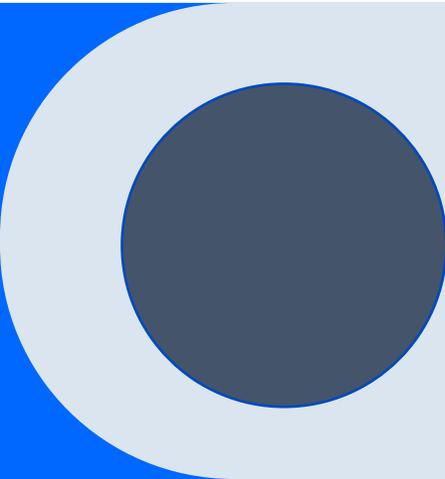
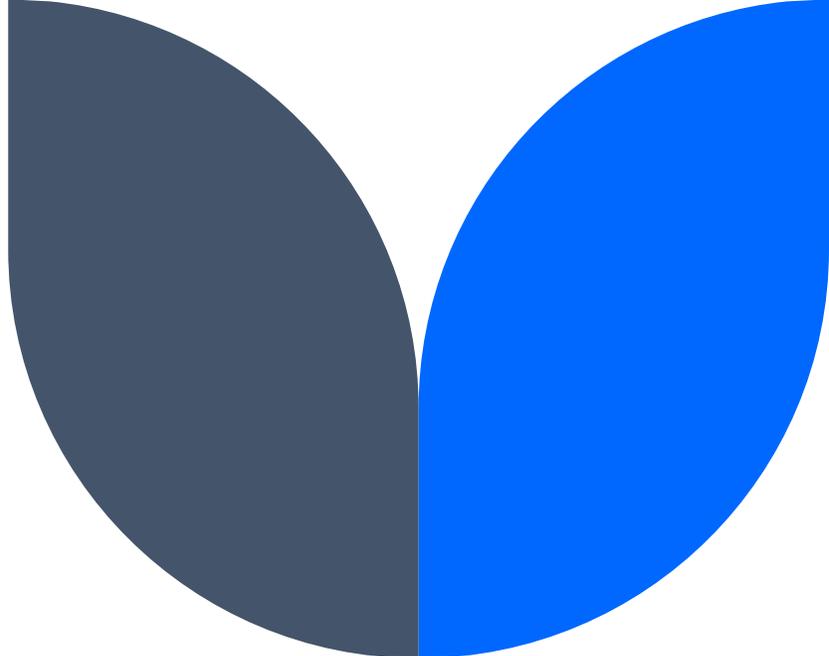
**POWERPOINT PRESENTATION**



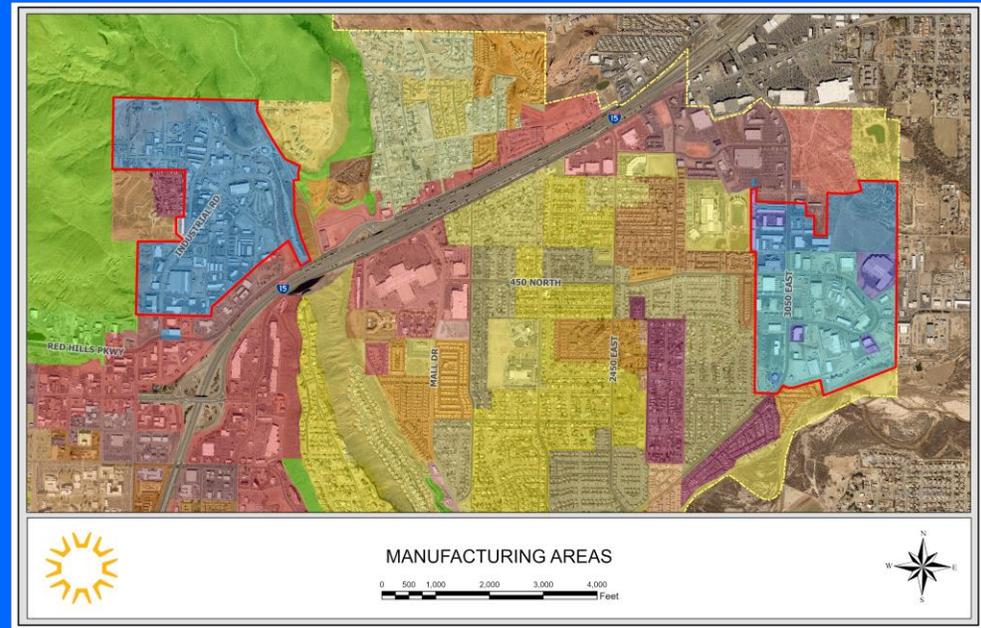
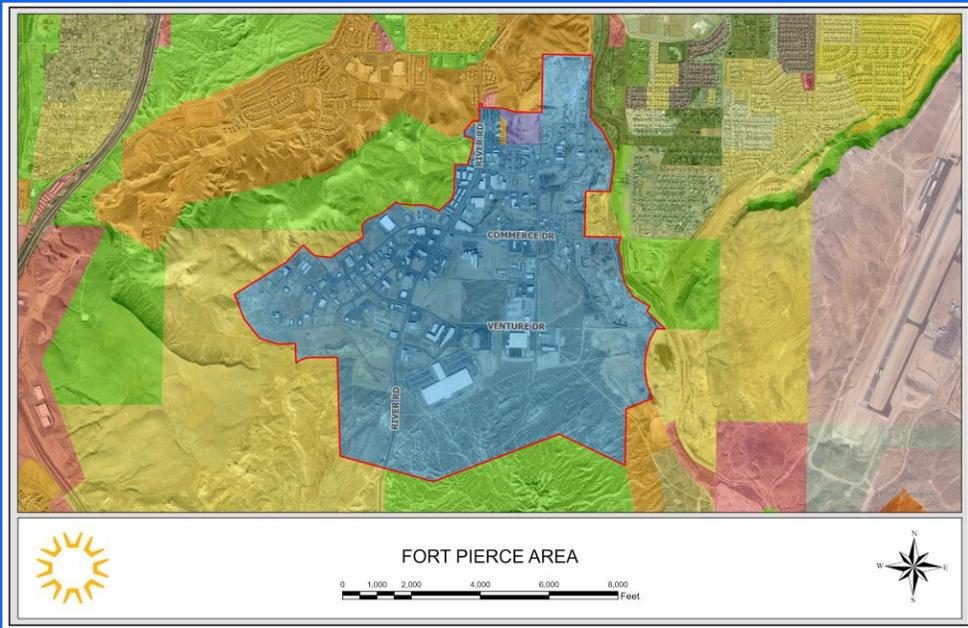
**2024-ZRA-016**

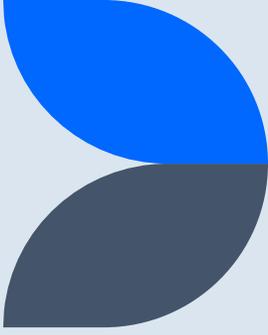
**10-8C-1**

**Manufacturing  
Zones Allowed Uses**



# Manufacturing Zones





	M-1	M-2	M-C
<b>City facilities</b>	P	P	P
<b><u>Institutional Uses</u></b>			
<u>City Facilities</u>	P	P	P
<u>Educational institutions, schools, colleges, learning centers, trade schools (no residential or 24-hour facilities)</u>	P	P	P
<u>Religious Facilities</u>	P	P	P

	M-1	M-2	M-C
Retail sale of goods and commercial service businesses as listed in 10-8B-1, that are ancillary to the primary business conducted, with all operations conducted in an enclosed building – Limited to 20% of the overall building square footage of the space occupied by the primary business in M-1 and M-2	P	P	P

## Please keep in mind:

- Uses listed as PS would still need to meet the specific standards in section 10-17A of the City Code
- Uses listed as C would still require a Conditional Use permit as listed in section 10-17B of the City Code.
- Each use would need to meet the parking requirements in section 1-0-19-5 of the City Code.

Service businesses limited to the following uses:	C-1	C-2	C-3	C-4
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Childcare center	P	P	P	P
Communication transmission facilities, including wireless, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	

	C-1	C-2	C-3	C-4
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mortuary		P	P	P
Personal care service	P	P	P	P



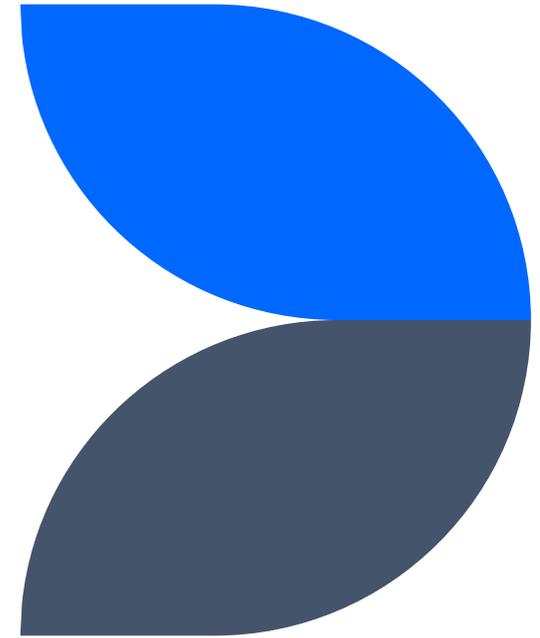
	C-1	C-2	C-3	C-4
Personal instruction service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		<u>PS</u>	<u>PS</u>	

	C-1	C-2	C-3	C-4
Sign sales		P	P	P
Storage rental units		<u>PS</u>	<u>PS</u>	
Tattoo establishment		P	P	P
Taxidermist		<u>PS</u>	<u>PS</u>	



The Planning Commission recommended approval of the changes to Title 10-8C-1 as proposed by staff and contained in exhibit A, case number 2024-ZRA-016, based on the findings listed in the staff report.

“I move that we approve the changes to Title 10-8C-1 as proposed by staff and contained in exhibit ‘A’, case no. 2024-ZRA-016, based on the findings listed in the staff report.”



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

**AN ORDINANCE AMENDING TITLE 10-8C-1 ALLOWED USES, OF THE ST. GEORGE CITY, TO AMEND A PORTION OF THE CITY CODE THE ALLOWED USES IN THE MANUFACTURING ZONES. CASE NO. 2024-ZRA-016.**

**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 10-8C-1, Allowed Uses, to amend allowed uses in the manufacturing zones; and

**WHEREAS**, after careful consideration, the City Council has determined that amending Title 10-8C-1 is in the best interest of the health, safety and welfare of the citizens of St. George to update the to amend the code amend the allowed uses in the manufacturing zones; and

**WHEREAS**, the Planning Commission held a public hearing on September 24, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

**WHEREAS**, the City Council held a public meeting on October 17, 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 17<sup>th</sup> day of October 2024.

ST. GEORGE CITY:

ATTEST:

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

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

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

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

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

## EXHIBIT A

### 10-8C-1:

#### ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.

#### Allowed Uses

	M-1	M-2	M-C
<u>City facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Institutional Uses</u>			
<u>City Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Educational institutions, schools, colleges, learning centers, trade schools (no residential or 24-hour facilities)</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Religious Facilities</u>	<u>P</u>	<u>P</u>	<u>P</u>
Retail sale of goods and commercial service businesses as listed in 10-8B-1, that are ancillary to the primary business conducted, with all operations conducted in an enclosed building – Limited to 20% of the <span style="color: red;">overall building</span> square footage <span style="color: green;">of the space occupied by the primary business</span> <span style="color: red;">in M-1 and M-2</span>	P	P	P

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**The St. George City Code is current through Ordinance 2024-043, passed July 18, 2024.**

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

**10-8B-1 Commercial Zones Allowed Uses:**

<b>Service businesses, limited to the following uses:</b>	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		<a href="#">PS</a>	<a href="#">PS</a>	<a href="#">PS</a>
Communication transmission facilities, including wireless, primary, height over 50'	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>	<a href="#">C</a>
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P

Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mortuary		P	P	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under <a href="#">58-11a-101</a> et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P	P	P	P
	<b>C-1</b>	<b>C-2</b>	<b>C-3</b>	<b>C-4</b>
Personal care service	P	P	P	P
Personal instruction service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		<a href="#">PS</a>	<a href="#">PS</a>	
Sign sales		P	P	P
Storage rental units		<a href="#">PS</a>	<a href="#">PS</a>	

Tattoo establishment		P	P	P
Taxidermist		<a href="#">PS</a>	<a href="#">PS</a>	

**Agenda Date:** 10/17/2024

**Agenda Item Number:** 05

**Subject:**

Consider approval of Resolution No. 2024-032R authorizing an Interfund Loan from the Transportation Improvement Fund (the TIF) to the Tech Ridge CDA Fund related to the construction of the east access roadway to Tech Ridge.

**Item at-a-glance:**

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

The City of St. George approved the construction of the East Access Roadway in the Fiscal Year 2024-25 budget and has decided to borrow the funds necessary from the Transportation Improvement Fund for the construction and improvement costs of the Project for term and repayment schedule not to exceed 10 years or at such time the Tech Ridge CDA Fund has money available to pay off the Loan. The FY 2025 Budget was presented in a public hearing on June 13, 2024 and June 20, 2024 and adopted by the City Council on June 20, 2024. These items can be found in the original budget document of FY2024/2025 on pages 37 (PW Capital Projects) and 402 (Transfers).

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

The City hereby authorizes an interfund loan from the TIF to the Tech Ridge CDA Fund, pursuant to a certain Interfund Loan and Agreement Between the Transportation Improvement Fund and the Tech Ridge CDA Fund (the Loan), attached to this resolution and incorporated herein by this reference. (See Attachment A.) The total dollar amount of the Loan shall be in a not-to-exceed amount of Six million Dollars (\$6,000,000). The Loan shall be repaid no later than ten (10) years from the date of the transfer, which will represent the effective date of the Loan. The terms, conditions and requirements are approved in accordance with this resolution and the Loan in compliance with Utah Code 10-6-132 (Loan between funds.) The Loan shall bear interest on the unpaid balance from the date of the transfer until repaid in full. If the term of the loan is one year or less, then the interest rate may not be less than the rate offered by the Public Treasurers Investment Fund (the PTIF) as defined in Section 51-7-3 of the State Code; or if the term of the loan is more than one year, then the interest rate may not be less than the greater of the rate offered by the PTIF or a United States Treasury note of a comparable term from the date of the transfer.

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

**Budget Impact:**

Cost for the agenda item: \$6,000,000

Amount approved in current FY budget for item: \$5,750,000

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

Loan will be funded by Transportation Improvement Fund (Fund 27), the East Access Roadway will be expensed to the Public Works Capital Project Fund (Fund 87), and the loan will be repaid by the Tech Ridge CDA Fund (Fund 33). The loan will fund construction costs included in the FY 2025 budget and design costs incurred during FY 2024.

Description of funding source:

Loan will be funded by Transportation Improvement Fund (Fund 27), the East Access Roadway will be expensed to the Public Works Capital Project Fund (Fund 87), and the loan will be repaid by the Tech Ridge CDA Fund (Fund 33).

**Recommendation (Include any conditions):**

Staff recommends approval.

CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH, AUTHORIZING AN INTERFUND LOAN FROM THE TRANSPORTATION IMPROVEMENT FUND (THE "TIF") TO THE TECH RIDGE CDA FUND RELATED TO THE CONSTRUCTION OF THE EAST ACCESS ROADWAY TO TECH RIDGE.

**WHEREAS**, the City of St. George, Washington County, Utah (the "City") approved the construction of the East Access Roadway in the Fiscal Year 2024-25 budget (the "Project") and has decided to borrow the funds necessary from the Transportation Improvement Fund (the "TIF") for the construction and improvement costs of the Project for term and repayment schedule not to exceed 10 years or at such time the Tech Ridge CDA Fund has money available to pay off the Loan.

**WHEREAS**, the City desires to authorize and interfund Loan between the TIF fund and the Tech Ridge CDA Fund in order to pay for the cost of the Project; and

**WHEREAS**, the City intends to use annual revenue in the Tech Ridge CDA Fund to repay the interfund loan; and

**WHEREAS**, the City has determined that the interfund loan is the least costly option for such financing needs related to the Project;

**WHEREAS**, the original budget or a subsequent budget amendment was presented in a public hearing and previously approved by Council for the current fiscal year.

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

**Section 1.** Findings. The City hereby finds that a need exists requiring the lending of monies from the TIF to the Tech Ridge CDA, as more fully described below:

**Section 2.** Authorization; Amount and Terms. The City hereby authorizes an interfund loan from the TIF to the Tech Ridge CDA Fund, pursuant to a certain Interfund Loan and Agreement Between the Transportation Improvement Fund and the Tech Ridge CDA Fund (the "Loan"), attached to this resolution and incorporated herein by this reference. (See Attachment A.) The total dollar amount of the Loan shall be in a not-to-exceed amount of Six million Dollars (\$6,000,000). The Loan shall be repaid no later than ten (10) years from the date of the transfer, which will represent the effective date of the Loan. The terms, conditions and requirements are approved in accordance with this resolution and the Loan in compliance with Utah Code 10-6-132 (Loan between funds.)

**Section 3.** Interest Rate Terms. The Loan shall bear interest on the unpaid balance from the date of the transfer until repaid in full. If the term of the loan is one year or less, then the interest rate may not be less than the rate offered by the Public Treasurers' Investment Fund (the "PTIF") as defined in Section 51-7-3 of the State Code; or if the term of the loan is more than one year, then the interest rate may not be less than the greater of the rate offered by the PTIF or a United States Treasury note of a comparable term from the date of the transfer.

**Section 4.** Execution and Approval of Promissory Loan. The City hereby authorizes and approves the attached Loan (Attachment A) and authorizes the Mayor to execute the Loan on behalf of the City. Upon execution of the Loan, the TIF shall be entitled to repayment of the loan based on the conditions, terms and requirements of the Loan.

**Section 5.** Reports. The financial reports of the City shall identify the interfund loan for as long as the Loan is outstanding.

**PASSED AND ADOPTED IN A PUBLIC MEETING** by the City Council of the City of St. George, Utah, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST AND COUNTERSIGN:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Ryan Dooley, City Attorney

# Attachment A

## Loan Amortization Schedule

Enter values	
Loan amount	\$ 6,000,000.00
Annual interest rate	5.324% PTIF Rate for October 2024
Loan period in years	10
Number of payments per year	1
Start date of loan	1/1/2025
Optional extra payments	

Lender name:

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/1/2026	\$ 6,000,000.00	\$ 130,506.00	\$ -	\$ 130,506.00	\$ (188,940.81)	\$ 319,446.81	\$ 6,188,940.81	\$ 319,446.81
2	1/1/2027	\$ 6,188,940.81	\$ 179,356.00	\$ -	\$ 179,356.00	\$ (150,150.24)	\$ 329,506.24	\$ 6,339,091.05	\$ 648,953.05
3	1/1/2028	\$ 6,339,091.05	\$ 488,002.00	\$ -	\$ 488,002.00	\$ 150,501.59	\$ 337,500.41	\$ 6,188,589.46	\$ 986,453.46
4	1/1/2029	\$ 6,188,589.46	\$ 734,305.00	\$ -	\$ 734,305.00	\$ 404,817.47	\$ 329,487.53	\$ 5,783,771.99	\$ 1,315,940.99
5	1/1/2030	\$ 5,783,771.99	\$ 779,433.00	\$ -	\$ 779,433.00	\$ 471,498.41	\$ 307,934.59	\$ 5,312,273.58	\$ 1,623,875.58
6	1/1/2031	\$ 5,312,273.58	\$ 1,043,572.00	\$ -	\$ 1,043,572.00	\$ 760,740.52	\$ 282,831.48	\$ 4,551,533.06	\$ 1,906,707.06
7	1/1/2032	\$ 4,551,533.06	\$ 1,213,401.00	\$ -	\$ 1,213,401.00	\$ 971,072.21	\$ 242,328.79	\$ 3,580,460.85	\$ 2,149,035.85
8	1/1/2033	\$ 3,580,460.85	\$ 1,304,361.00	\$ -	\$ 1,304,361.00	\$ 1,113,733.20	\$ 190,627.80	\$ 2,466,727.65	\$ 2,339,663.65
9	1/1/2034	\$ 2,466,727.65	\$ 1,516,324.00	\$ -	\$ 1,516,324.00	\$ 1,384,992.62	\$ 131,331.38	\$ 1,081,735.03	\$ 2,470,995.03
10	1/1/2035	\$ 1,081,735.03	\$ 1,139,327.83	\$ -	\$ 1,139,327.83	\$ 1,081,735.03	\$ 57,592.80	\$ -	\$ 2,528,587.83

CLOUD DRIVE ALIGNMENT

TECH RIDGE PARKWAY ALIGNMENT

TECH RIDGE MASTER PLAN ALIGNMENT

EAST ACCESS 12% MAX ALIGNMENT

ADDITIONAL FILL AREA REQUIRED

KINGS DOMINION INVESTMENT LLC

KINGS DOMINION INVESTMENT LLC

KINGS DOMINION INVESTMENT LLC

BLACK RIDGE DR.

250 W

NORTH

GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

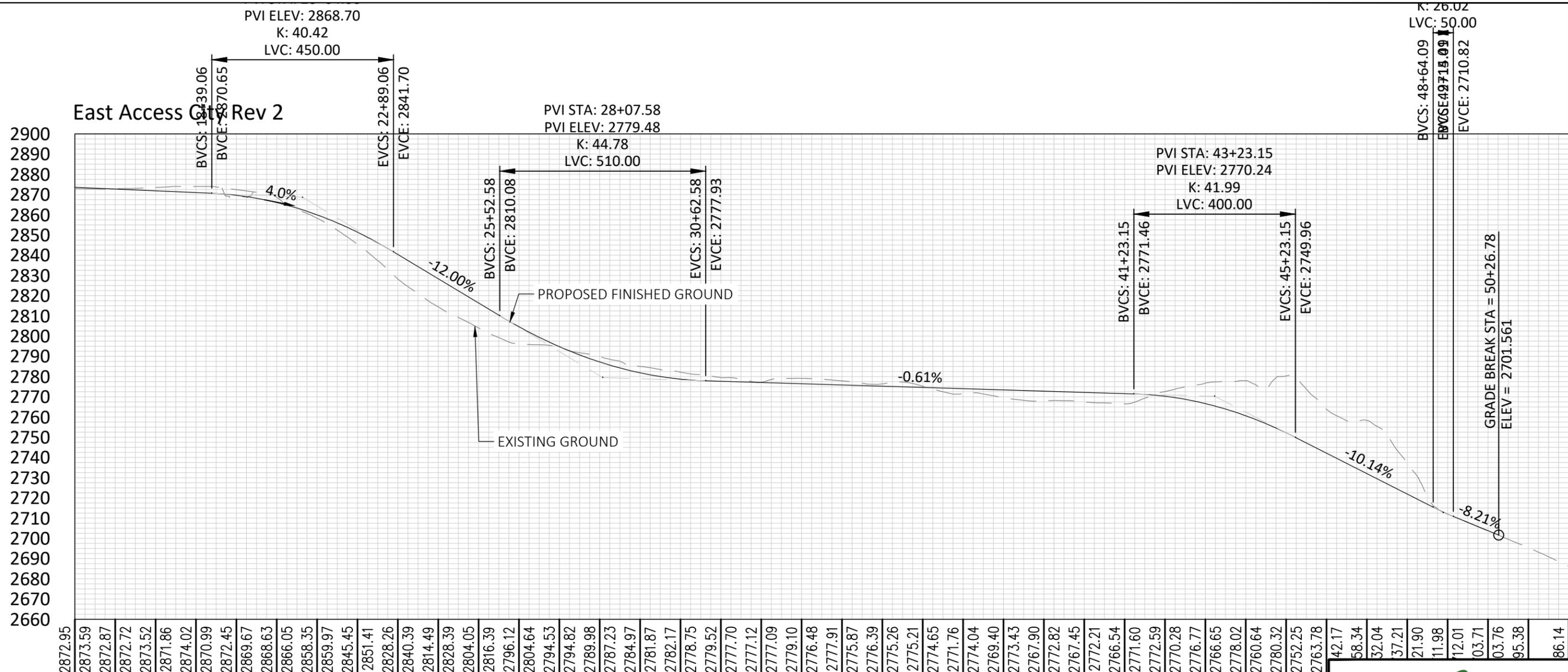


**ALLIANCE CONSULTING**  
A PLANNING AND ENGINEERING FIRM

**EAST ACCESS ROAD ALIGNMENT EXHIBIT**  
FOR  
**CITY OF ST GEORGE**  
LOCATED IN SECTION 36  
TOWNSHIP 42 SOUTH RANGE 16 WEST  
CITY OF ST GEORGE, WASHINGTON COUNTY, UTAH

Drawn By: CIA	Date: 3-18-22
Client No. 4568	Project No. 4568

File Name: East Access.dwg  
Drawing Sheet



2872.95	2873.59	2872.87	2872.72	2873.52	2871.86	2874.02	2870.99	2872.45	2869.67	2868.63	2866.05	2858.35	2859.97	2845.45	2851.41	2828.26	2840.39	2814.49	2828.39	2804.05	2816.39	2796.12	2804.64	2794.53	2794.82	2789.98	2787.23	2784.97	2781.87	2782.17	2778.75	2779.52	2777.70	2777.12	2777.09	2779.10	2776.48	2777.91	2775.87	2776.39	2775.26	2775.21	2774.65	2771.76	2774.04	2769.40	2773.43	2767.90	2772.82	2767.45	2772.21	2766.54	2771.60	2772.59	2770.28	2776.77	2766.65	2778.02	2760.64	2780.32	2752.25	2763.78	42.17	58.34	32.04	37.21	21.90	11.98	12.01	03.71	03.76	95.38	86.14
15+00	16+00	17+00	18+00	19+00	20+00	21+00	22+00	23+00	24+00	25+00	26+00	27+00	28+00	29+00	30+00	31+00	32+00	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	42+00	43+00	44+00	45+00	46+00																																										



**EAST ACCESS ROAD  
PROFILE EXHIBIT**  
FOR  
**CITY OF ST GEORGE**  
LOCATED IN SECTION 36  
TOWNSHIP 42 SOUTH RANGE 16 WEST  
CITY OF ST GEORGE, WASHINGTON COUNTY, UTAH

Drawn By: CIA	Date: 3-18-22
Client No. 4568	Project No. 4568
File Name: East Access.dwg	
Drawing Sheet	
<b>2</b>	
Sheet 1 of 1 Sheets	



**Agenda Date:** 10/17/2024

**Agenda Item Number:** 06

**Subject:**

Consider approval of Resolution No. 2024-033R providing for the creation of the Tech Ridge Public Infrastructure District, and related matters.

**Item at-a-glance:**

Staff Contact: Jami Brackin

Applicant Name: Tech Ridge, LLC and One Six, LLC

Reference Number: N/A

Address/Location:

Tech Ridge

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

This resolution provides for the creation of the Tech Ridge Public Infrastructure District (District ); authorizing and approving a Governing Document; approving an Interlocal Agreement; and approving a Notice of Impending Boundary Action; delegating certain officers of the City authority to approve and execute the final terms and provisions of the Governing Document, the Interlocal Agreement, the Notice of Impending Boundary Action, and any other documents related to the District; authorizing the District to provide services relating to the financing and construction of public infrastructure to serve the district area; appointing a Board of Trustees for the District; authorizing other documents in connection with the District; and related matters.

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

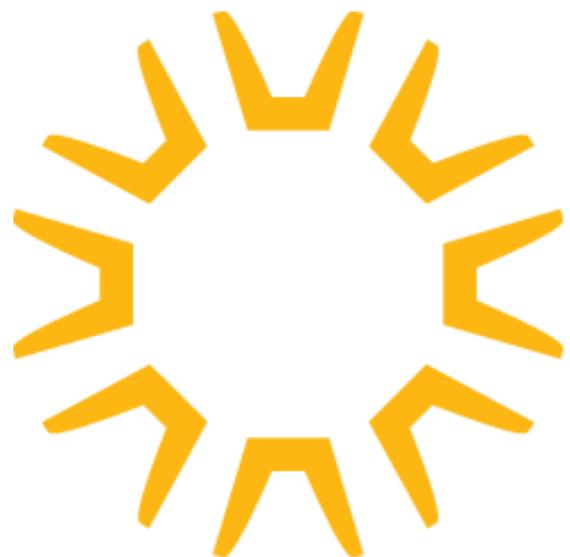
Tech Ridge, LLC and One Six, LLC submitted a Petition requesting the creation of the Tech Ridge Public Infrastructure District (PID). The Petition meets all of the requirements of Utah Code and was certified as such by the City Recorder on October 1, 2024. The proposed Resolution is the next step in the process of creating the PID.

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

**Budget Impact:** No Impact

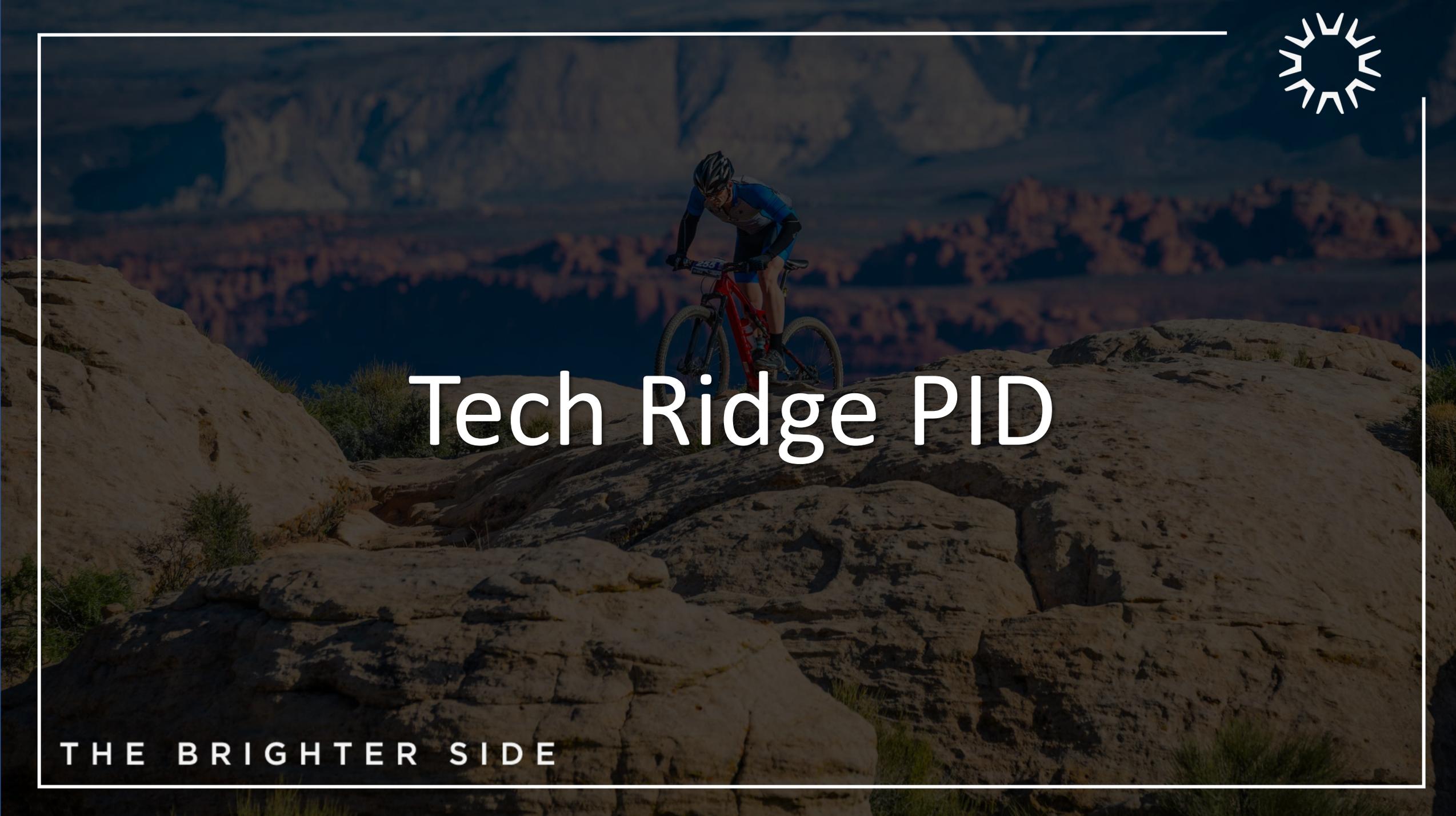
**Recommendation (Include any conditions):**

Staff recommends approving the Resolution.



**St. George**

THE BRIGHTER SIDE

A mountain biker in a blue and black jersey and helmet is riding a red bike across a rocky ridge. The background shows a vast, hazy landscape under a clear sky. The text 'Tech Ridge PID' is overlaid in white on the center of the image.

# Tech Ridge PID

THE BRIGHTER SIDE

# History

## PID Policy

- Approved 03.21.24

# Public Infrastructure District Policy

- Creates a standard procedure to process, review and consider requests
- City is not responsible for any costs associated with a District's formation or operation

## Creation of Public Infrastructure Districts



*“Any proposed PID will be considered in relation to the best interests of the City. If through the review process a PID is determined to be the most appropriate financing and governance mechanism, the requirements provided herein shall apply.”*



## Application

- Pre-application meeting (encouraged)

### **Petition & LOI**

- \$5,000 fee
- Evidence of 100% consent of current property owners & voters with boundaries
- Map of proposed area & public improvements
- Draft Governing Document

## Governing Document

- Memorializes understanding between City and Applicant
- Reviewed by same committee that review the PID
- Final governing document is approved by City Council

## Evaluation

### **Applications reviewed by committee comprised of City Staff and a member of the City of Council**

- Achieves city objectives & mission
- Public benefit
- \$10,000,000 in public infrastructure costs
- No privately owned assets

### **If requesting a mill levy:**

- District cannot be primarily residential
- City Council reserves the right to set mill levy

## Disclosure & Reporting

### **All property owners and potential buyers must be notified of the PID's existence.**

- Disclosures required with the REPC or lease documents on a separate-colored page
- Any significant changes to governing document require City approval (change in mil levy, inclusion / exclusion of property).
- Annual budget, financial statements, board structure, etc. required to be readily available to the public



# Key Notes

## **District Boundary**

- Approximately 130.93 acres (see exhibits A & B)

## **Total Debt Issuance**

- \$75,000,000

## **Board Structure**

- (3) Trustees
- City Council Appoints & Reappoints vacancies

# Continued...

## Interest Rate

- Not to exceed 10%
- Maximum underwriting discount at 2.5%

## Interlocal Agreement

## PID Funds for Public Infrastructure

# Debt Repayment

- All Assessments imposed by the District on a residential parcel or unit shall be payable at or before the time any real property is transferred to an End User with respect to such parcel.
- The District shall not be permitted to charge an End User any portion of the costs of Public Infrastructure.
- Debt Instrument Disclosure Requirement
- Obligation to Pay Debt Prior to Transfer

# Exhibit C

## EXHIBIT C

### Projected On-Site and Off-Site Public Infrastructure

Tech Ridge Community Development Project Area			
Projected Uses			
	Project Area	Additional	Revised
	Budget	Costs	Public
	Off-Sites	LYRB - Oct 2023	Infrastructure
			Budget
Tech Ridge Roads & Utils Phase 1		\$3,972,360	\$3,972,360
Tech Ridge Parkway Reconstruction		\$870,870	\$870,870
Tech Ridge Roads & Utils Phase 2b		\$3,926,386	\$4,500,000
Tech Ridge Roads & Utils Phase 3		\$6,479,307	\$6,479,307
Tech Ridge Drive Reconstruction		\$1,350,040	\$1,350,000
Donlee Dr./Knowledge Way/390 S		\$3,094,300	\$3,094,300
Cloud Drive	Off-Site		\$8,760,000
Pavilion			\$2,280,000
Sewer Extension		\$421,000	\$1,070,000
Rim Trail and Span Bridges		\$6,516,565	\$6,516,565
West Concrete Stairs	Off-Site	\$719,400	\$1,000,000
Detention Pond	Off-Site	\$45,067	\$520,000
Secondary Access Roads		\$1,257,882	\$1,257,882
District Roadways		\$1,767,823	\$1,767,823
<b>Total Developer Uses</b>		<b>\$30,421,000</b>	<b>\$43,439,107</b>

A cyclist in a blue and black jersey and helmet is riding a red mountain bike across a rocky ridge. The background shows a vast, hazy landscape under a clear sky.

# Questions

THE BRIGHTER SIDE

# FINAL LOCAL ENTITY PLAT

## FOR

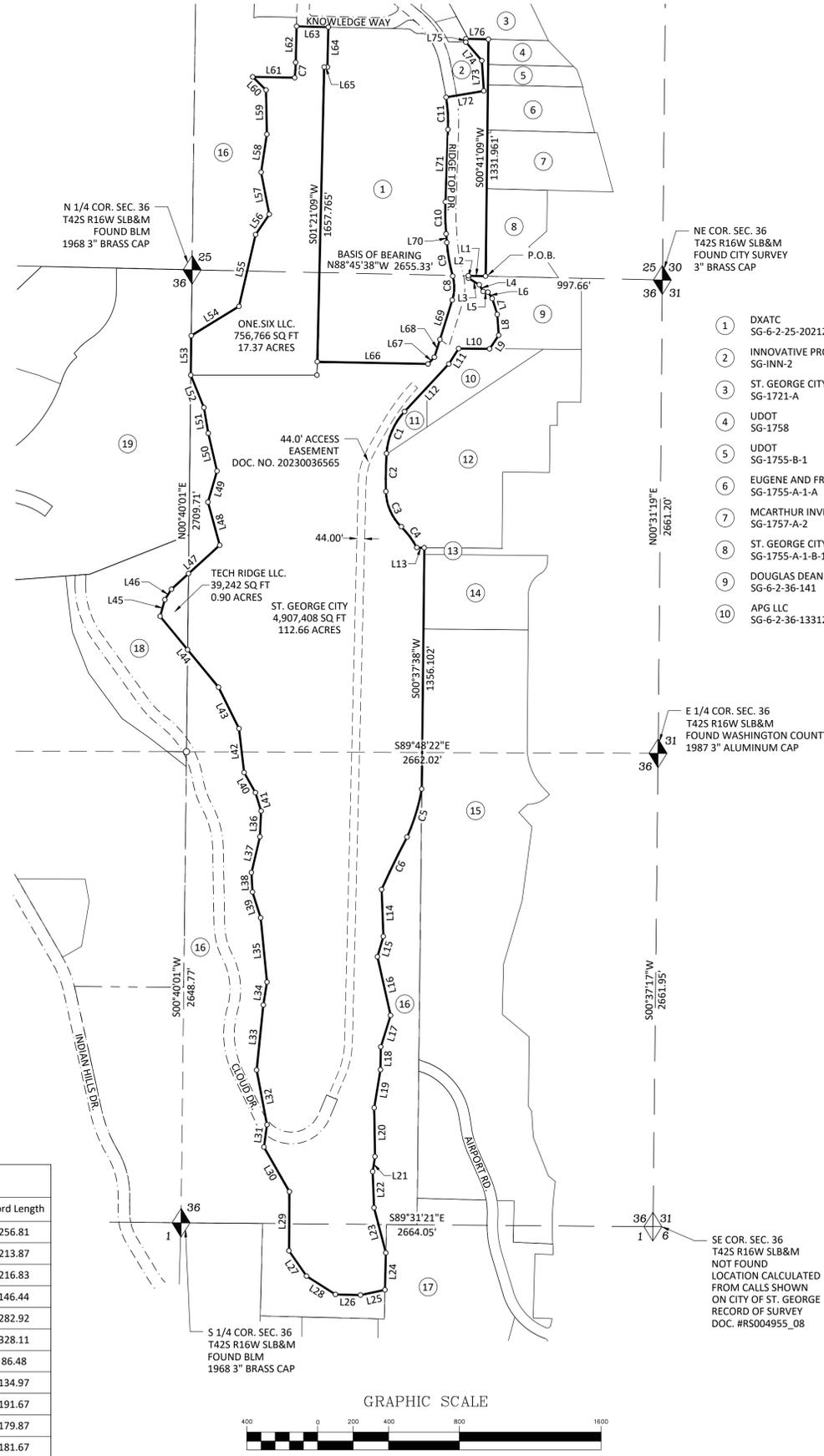
# TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT

LOCATED IN  
ST. GEORGE CITY, WASHINGTON COUNTY, UTAH  
SECTION 36  
TOWNSHIP 42 SOUTH, RANGE 16 WEST  
SALT LAKE BASE AND MERIDIAN

**LEGAL DESCRIPTION**

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.900 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 315.347 feet; thence North 15°23'00" West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence North 34°06'31" East 137.808 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet; thence North 17°25'31" East 231.75 feet to the point of curvature of a curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning.

Contains 130.93 acres.



- 1 DXATC  
SG-6-2-25-202123-T1C
- 2 INNOVATIVE PROPERTY HOLDINGS LLC.  
SG-INN-2
- 3 ST. GEORGE CITY  
SG-1721-A
- 4 UDOT  
SG-1758
- 5 UDOT  
SG-1755-B-1
- 6 EUGENE AND FRANCES SPENDLOVE TRUST  
SG-1755-A-1-A
- 7 MCARTHUR INVESTMENT CO.  
SG-1757-A-2
- 8 ST. GEORGE CITY  
SG-1755-A-1-B-1-A-2-A
- 9 DOUGLAS DEAN TERRY  
SG-6-2-36-141
- 10 APG LLC  
SG-6-2-36-13312
- 11 APG LLC  
SG-6-2-36-14011
- 12 SOLEIL RIDGE PARTNERS LLC  
SG-6-2-36-110
- 13 SOLEIL RIDGE PARTNERS LLC  
SG-6-2-36-110
- 14 HARBOR REAL ASSET FUND LP  
SG-6-2-36-2002
- 15 KINGS DOMINION INVESTMENTS LLC  
SG-6-2-36-232
- 16 ST. GEORGE CITY  
SG-6-2-25-201123
- 17 TONAQUINT INC.  
SG-6-3-1-1130-A-1
- 18 TECH RIDGE LLC.  
SG-6-2-36-4201
- 19 BLACK RIDGE COVE  
PHASE 2, 4, AND 6 SUBDIVISION

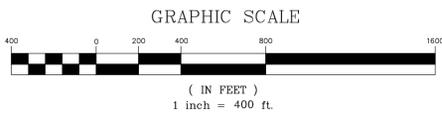
- LEGEND:**
- ◆ FOUND SECTION CORNER MONUMENTATION AS DESCRIBED
  - ◇ NOT FOUND SECTION CORNER MONUMENTATION
  - POINT NOT FOUND OR SET
  - SECTION LINES
  - - - 1/4 SECTION LINES
  - PROPERTY BOUNDARY
  - - - EXISTING RIGHT OF WAY
  - - - EXISTING EASEMENT AS DESCRIBED

Line #	Direction	Length
L1	N88°45'38"W	97.06'
L2	S0°00'04"W	13.33'
L3	S58°45'56"E	71.90'
L4	S30°10'40"E	43.12'
L5	S81°37'45"E	27.22'
L6	S33°49'05"E	43.61'
L7	S17°31'24"E	93.46'
L8	S3°53'11"E	117.31'
L9	S33°45'55"W	91.82'
L10	N89°28'11"W	174.53'
L11	S32°35'31"W	102.88'
L12	S43°05'16"W	366.36'
L13	S89°28'11"E	42.68'
L14	S2°11'38"E	263.98'
L15	S16°26'52"W	119.03'
L16	S12°42'15"E	338.27'
L17	S17°25'19"W	185.63'
L18	S0°42'37"W	128.29'
L19	S9°19'45"W	217.08'
L20	S0°53'12"E	274.17'
L21	S8°45'04"W	85.64'
L22	S2°08'21"E	203.28'
L23	S14°48'03"E	261.79'
L24	S1°23'04"W	208.36'
L25	S78°02'36"W	141.14'
L26	N88°37'13"W	141.17'
L27	N34°55'27"W	172.90'
L28	N57°43'21"W	193.17'
L29	N0°24'46"E	332.80'
L30	N29°50'04"W	289.32'
L31	N7°46'29"E	126.24'
L32	N10°43'44"W	313.61'
L33	N5°53'46"E	367.56'
L34	N9°05'27"E	129.98'
L35	N5°37'38"W	362.88'

Line #	Direction	Length
L36	N2°31'04"E	144.38'
L37	N13°21'41"E	206.91'
L38	N2°59'26"W	109.87'
L39	N17°36'31"W	152.70'
L40	N29°29'41"W	130.03'
L41	N17°01'00"W	108.08'
L42	N6°42'17"W	248.89'
L43	N26°21'49"W	259.24'
L44	N39°35'28"W	517.22'
L45	N15°34'06"E	97.54'
L46	N32°29'04"E	69.23'
L47	N47°48'51"E	368.58'
L48	N15°23'00"W	251.51'
L49	N16°22'25"E	181.75'
L50	N13°00'07"W	218.82'
L51	N9°42'58"W	145.62'
L52	N22°01'01"W	197.40'
L53	N0°40'01"E	222.12'
L54	N58°35'41"E	315.35'
L55	N13°05'01"E	414.00'
L56	N34°06'31"E	137.81'
L57	N11°04'48"W	241.48'
L58	N8°43'53"E	215.74'
L59	N1°04'21"W	248.71'
L60	N45°23'59"W	105.60'
L61	S88°49'36"E	237.12'
L62	N1°20'13"E	202.85'
L63	S88°38'43"E	179.43'
L64	S1°21'09"W	225.00'
L65	N88°38'51"W	18.00'
L66	S88°52'31"E	625.51'
L67	N43°30'21"E	51.88'
L68	N17°25'31"E	105.19'
L69	N17°25'31"E	231.75'
L70	N4°39'44"W	48.64'

Line #	Direction	Length
L71	N2°02'01"E	407.09'
L72	N80°29'18"E	215.72'
L73	N3°41'13"W	170.88'
L74	N40°51'26"W	137.37'
L75	N0°51'19"E	18.99'
L76	S88°41'40"E	127.03'

Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	379.76	261.97	39°31'28"	S23°19'32"W	256.81
C2	2363.47	213.94	5°11'11"	S0°58'13"W	213.87
C3	290.00	222.23	43°54'23"	S23°34'34"E	216.83
C4	483.39	147.01	17°25'30"	S36°49'01"E	146.44
C5	1120.38	283.68	14°30'25"	S17°01'20"W	282.92
C6	5321.41	328.16	3°32'00"	S26°01'06"W	328.11
C7	965.00	86.51	5°08'12"	N3°54'19"E	86.48
C8	240.00	136.81	32°39'40"	N1°05'38"E	134.97
C9	1040.00	191.94	10°34'28"	N9°56'58"W	191.67
C10	1540.00	179.97	6°41'45"	N1°18'51"W	179.87
C11	960.00	181.94	10°51'31"	N3°23'45"W	181.67



**ST. GEORGE CITY ACCEPTANCE**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as a Final Local Entity Plat for the Tech Ridge Infrastructure District.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Attest: \_\_\_\_\_  
Recorder

**ACCEPTANCE BY COUNTY SURVEYOR**

This Plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity Plat, Pursuant to Utah Code Annotated 17-23-20 Amended.

County Surveyor \_\_\_\_\_

Date \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, Michael W. Bradshaw, do hereby certify that I am a Professional Licensed Land Surveyor as prescribed by the laws of the State of Utah and that I hold certificate of registration (license) number 4804681. I further certify that this plat is a true and accurate representation of the local entity plat shown and described hereon.

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

Michael W. Bradshaw, R.L.S. Certificate No.4804681

**BASIS OF BEARING**

The Basis of Bearing for this project is the North Section line of Section 36, Township 42 South, Range 16 West of the Salt Lake Base and Meridian between the Northeast Corner and the North 1/4 Corner having a bearing of North 88°45'38" West and a distance of 2655.33 feet.

RECORDER'S SEAL

SURVEYOR'S SEAL

Washington County Recorded Number

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Washington County Recorder

DATE:	6-12-24
JOB NUMBER:	4488
SCALE:	1" = 400'
DRAWN BY:	JHC
CHECKED BY:	MWB
DATE:	
REVISIONS:	
FILE NAME:	PID Plat.dwg

**ALLIANCE CONSULTING**  
 A Planning and Engineering Firm  
 2303 N Coral Canyon Blvd, Suite 201 Washington, Utah 84780-0577 Tel (435) 673-8060 Fax (435) 673-8065



FINAL LOCAL ENTITY PLAT FOR  
 TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT  
 LOCATED IN SECTION 36  
 TOWNSHIP 42 SOUTH, RANGE 16 WEST SLB&M,  
 ST. GEORGE CITY, WASHINGTON COUNTY, UTAH

**SNOW JENSEN & REECE**  
A PROFESSIONAL LAW CORPORATION

V. LOWRY SNOW  
CURTIS M JENSEN  
LEWIS P. REECE  
J. GREGORY HARDMAN  
MATTHEW J. ENCE\*  
CAMERON M. MORBY\*  
JONATHAN P. WENTZ  
JEFF R. MILES  
SEAN J. ROMNEY  
DEVON J. HERRMANN  
VICTORIA CARLTON  
KATHRYN LUSTY  
J. TYLER KING\*  
REBEKAH-ANNE S. DUNCAN

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912 WEST 1600 SOUTH, SUITE B-200  
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WEBSITE: [www.snowjensen.com](http://www.snowjensen.com)

OFFICES IN ST. GEORGE, CEDAR CITY AND KANAB

June 24, 2024

*Via email only [recorder@sgcity.org](mailto:recorder@sgcity.org)*

St. George City  
Attn: Christina Fernandez, Recorder  
175 East 200 North  
St. George, UT 84770

Re: Letter of Intent for Creation of Tech Ridge Public Infrastructure District

Ms. Fernandez:

In compliance with the PID Policy of the city of St. George, Utah (the “City”), this letter sets forth certain information and proposed terms for approval of a Public Infrastructure District to be known as Tech Ridge Public Infrastructure District (the “District”), on behalf of Tech Ridge Management, LLC, a Utah limited liability company (the “Developer”), and in connection with the proposed Tech Ridge Master Plan Development (the “Master Plan” or “Project”), Planning Areas 1.6 through 5.3 (the “PID Development” or the “Development”).

This letter is accompanied by a petition for creation of the District meeting the requirements of Utah Code Title 17B, Chapter 1, Part 2, as modified by § 17D-4-201.

The proposed District will expedite development of public infrastructure improvements that will be dedicated to the City or other appropriate public service providers for the use and benefit of future owners, residents, tenants, and users of the Development. Use of the District for public financing will reduce construction timelines for public improvements resulting in faster availability and better quality of life for future beneficiaries of the Development.

Developer hereby requests that City staff recommend approval of the proposed District, and that the City Council approve the creation of the District, consistent with the provisions of this letter.

1. **DESCRIPTION AND MAP OF PROPOSED DISTRICT.** The District is proposed as follows:

- a. *Size of area included in District:* The proposed District Boundaries are approximately 130.93 acres, encompassing the entire Development (Tech Ridge Planning Areas 1.6 through 5.3). The parcels proposed to be included in the District are listed in Exhibit A hereto. A map of the proposed initial District Boundaries is attached as Exhibit B hereto.
- b. *Area context:* The subject property is primarily located atop the Black Ridge area of the City and is a portion of the former municipal airport.
- c. *Major public improvements:* The improvements shall include arterial roads, circulation roads, public utilities, pedestrian walkways, park lands and trails. A more comprehensive itemization and description of all needed regional and local infrastructure and facilities is included below.
- d. *Proposed Development:* The Tech Ridge Master Planned Development is anticipated to be +/-180 total acres, developed into a master-planned mixed use residential and commercial community consistent with the concepts previously presented to the City. The development area within the District shall be the Tech Ridge Planning Areas 1.6 through 5.3 and is approximately 130.93 acres. The Development is anticipated to include commercial office space, between 1200 to 1800 residential units, including townhomes and multifamily units, as well as retail, entertainment, and hospitality uses. The Development is anticipated to be completed in phases. Final development plans will be as determined by the entitlement process to be pursued by the Developer with the City.

The anticipated public infrastructure improvements to be installed in association with this Development is further described in 2.b below.

2. **DESCRIPTION OF PROPOSED DEVELOPMENT.** The Development which will be served by the proposed District is as follows. The following information is subject to entitlements ultimately approved for the Development by the City.

- a. *General distribution of land uses proposed for the Development:* Land uses will generally be distributed throughout the Tech Ridge Master Plan Development subject to the requirements within the Development Agreement, Zone Plan, and City Ordinances. Within Planning Areas 1.6 through 2.5 the focus will be on commercial office space. In Planning Area 3, there will be a higher concentration of retail and residential uses. Within Planning Areas 4 and 5, the focus will be on entertainment and resort hospitality. Generally the development area subject to the District

comprises approximately 1,000,000 SF of commercial space, 1,200 to 1,800 residential units (townhomes and multifamily), retail, entertainment, and hospitality uses.

- b. *Densities in Development:* Commercial Office Space densities will range from 10,000 SF per acre to 120,000 SF per acre subject to height restrictions, parking requirements, and other requirements as outlined in the Development Agreement, Zone Plan, and within the City Ordinances. Residential densities will range from 8 to 18 units per acre for townhomes and 25 to 85 units per acre for apartments and condos. Residential development is capped by an overall unit count and subject to other requirements as outlined in the Development Agreement, Zone Plan, and within the City Ordinances, all as updated from time to time.
- c. *Proposed phasing of the Development:* The public improvements funded by the District will immediately commence and will continue until completed which is anticipated within three to five years.

### 3. **PUBLIC BENEFIT RESULTING FROM CREATION AND OPERATION.**

- a. *Project Goals.* Developer's primary goals are aligned with those of the City and Washington County, and the creation and operation of the proposed District will support these goals:
  - Expand and promote a technology-focused economy
  - Create higher-paying technology jobs from major tenants
  - Facilitate world-class healthcare and research
  - Promote the City and County as an outdoor recreation destination
  - Support higher learning
  - Increase quality of life

In pursuit of these objectives, Developer is creating a smart, mixed-use development that supports local start-ups and draws innovative tech companies from around the West. The Project amplifies the ability of these companies to attract and retain top talent.

- b. *Business Development and Employment.* Companies currently headquartered within Tech Ridge are:
  - Vasion
  - Busybusy by Align Technologies
  - DigiVoice
  - Zonos
  - AwardCo

- Tech Ridge Development

Intergalactic, Planstin, and Zions Health are anticipated to be coming soon. Developer is in talks with several other well-established tech companies looking for exactly what the Project offers.

The combined employment of these companies is over 500 well-paid tech employees, marketing teams, customer service teams, and management.

The innovations taking place at the Project are helping create new and higher-paying jobs for local talent. Workers, visitors, and locals will be able to engage with retail, restaurant, business, and adventure opportunities in and around the Tech Ridge Master Plan.

c. *Estimated Economic Impact.* During construction, it is estimated that the Project will provide the following economic impact over 5 years:

- Jobs 24,623
- Labor Income \$1.02 Billion
- One-Time Economic Output \$2.34 Billion

At full build-out and stabilization, it is estimated that the companies at the Project will provide the following annually recurring economic impact:

- Jobs: 15,947
- Annual Labor Income: \$926.1 Million
- Annual Economic Output: \$3.24 Billion

The Project is also anticipated to generate significant property and sales tax revenue for the City.

With the additional capital provided through Tax Increment Financing and the proposed District, Developer will continue to push forward to accomplish the combined goals of the City and County and provide these and other substantial benefits to residents of the City and surrounding area.

4. **PUBLIC INFRASTRUCTURE AND FACILITIES NEEDED FOR DEVELOPMENT.** Developer anticipates the following local and regional public infrastructure and facilities to be needed to service the Development:

a. *Local infrastructure and facilities:*

- i. Public offsite infrastructure and facilities needed are the typical and ongoing upgrades to surrounding public roads, utilities, and public transportation to service the general growth of the area. Offsites needed specifically for the subject Project is the East Access Road as defined within the Development Agreement and as being planned and constructed by the City.
    - ii. Public onsite infrastructure and facilities needed and that are within the District Boundaries are arterial roads such as upgrades to and the extension of Tech Ridge Drive, the extension of the new Tech Ridge Parkway, and new circulation roads such as the proposed roads A-F, and the retail district roads. Also needed are public utilities and public spaces such as pedestrian walkways, town squares, park lands, and multi-use trails.
  - b. *Regional infrastructure and facilities:* According to the City’s water utility plan, a municipal water tank for storage and pressure balancing is needed within the Project, but not to be financed through the District. The water tank will serve both the Tech Ridge Master Plan and the surrounding neighborhoods and commercial developments.
  - c. *Estimated construction costs for public infrastructure and facilities:* See Exhibit C – Developer’s Proposed Public Infrastructure and Preliminary Budget.
5. **PUBLIC INFRASTRUCTURE TO BE FINANCED BY THE DISTRICT.** Developer anticipates that the District will be used to finance the following public regional and local infrastructure and facilities: See Exhibit C – Developer’s Proposed Public Infrastructure and Preliminary Budget.
6. **PROPOSED TIMELINE AND ANTICIPATED CONSTRUCTION PHASING:** Developer anticipates the following timeline and phasing with respect to District creation and construction of infrastructure to be financed by the District:
  - a. *Creation Timeline:* The timing of District creation will be determined primarily by the timing of City Council approval, which Developer proposes to occur in June 2024.
  - b. *Construction Timeline and Phasing:* The approved Public Infrastructure will commence immediately after the creating of the District and will continue until completed which is projected to be three to five years.
7. **EVIDENCE OF CONSENT TO CREATION AND ISSUANCE OF DEBT:** 100% of the surface property owners in the proposed District Boundaries have consented to the issuance of debt in an amount sufficient to finance the proposed infrastructure, as evidenced by the Petition submitted herewith. There are no registered voters residing in the proposed District Boundaries.

8. **ANTICIPATED MAXIMUM MILL LEVY:** Developer is not requesting the approval of a mill levy for the financing of infrastructure through the District. Developer anticipates the District will establish Special Assessment Areas and make assessments as required to support the issuance of debt; see the sample plan of finance provided below.
9. **ANALYSIS OF PROPOSED MILL LEVIES:** Not applicable. See prior section.
10. **SAMPLE PLAN OF FINANCE:** The following is a sample plan of finance for the District, subject to modification and refinement based on actual approvals granted by the City and relevant market conditions at the time of financing:  
  
See Exhibit D – Sample Plan of Finance.
11. **ENGAGEMENTS BY DEVELOPER:** Developer has entered into an agreement for the drafting and negotiation of a Governing Document and other matters associated with the Districts’ proposed creation, with the law firm of Snow Jensen & Reece, PC. It is anticipated that the same law firm will be engaged to serve as District legal counsel following District creation. Developer is currently consulting with D.A. Davidson regarding potential financing by the District. D.A. Davidson will only be formally retained by the District following District creation. Developer also anticipates that once created, the District shall retain such other professional advisers, including bond counsel, accountants, auditors, and so on, as may be required to fulfill the purposes of the Districts. Developer agrees to enter such agreements with City’s professional advisers such that Developer will be responsible for reasonable fees charged by such advisers related to review of the application and negotiation of the Governing Document for the District.
12. **PROPOSED ADMINISTRATIVE STRUCTURE OF THE DISTRICT:** The administrative structure of the District will be governed generally by Utah Code, Title 17B, Chapter 1, “Provisions Applicable to All Special Districts,” including Part 6, “Fiscal Procedures for Special Districts.” Developer anticipates that the District will be governed by a three (3) member board of trustees, the nominees for which are named in the accompanying Petition. The board of trustees, in its first meeting following District creation, will appoint a minimum of three (3) officers, including a Chair, a Vice Chair/Treasurer, and a Clerk/Secretary. The Chair will be the Chief Administrative Officer of the District. The Treasurer will be the Chief Financial Officer and Budget Officer of the District. The Clerk/Secretary will be the Records Officer of the District. The District will operate on a calendar year budget and will contract with a professional accountant or accounting firm to prepare budgets and financial statements, to maintain financial records, and to certify all expenditures of the District when required, all according to generally accepted accounting principles. Tentative and final budgets will be reviewed and approved annually following the procedure required by law. The District will be subject to the Utah Open and Public Meetings Act and the Government Records Access and Management Act.

13. **DEVELOPER FINANCIAL CONDITION.** Developer, its subsidiaries, partnerships, and affiliates, are presently in good financial condition and are not insolvent or the subject of any bankruptcy, lawsuit, significant contract dispute, or foreclosure proceeding.
14. **MITIGATION OF DISTRICT FINANCIAL SHORTFALLS.** Because the District is not anticipated to have significant revenue, other than bond proceeds, for a period of time while initial development is in process, Developer is prepared to bear the costs of administering and operating the District which are not otherwise covered by the bonds. Developer and District are anticipated to enter an administrative cost reimbursement agreement by which Developer may be reimbursed for such costs if and when District revenue is sufficient to pay then-current administrative expenses, bond obligations, and reimbursement to Developer. The District's bond obligations will be specifically limited to repayment based upon the actual revenue received by the District from assessments and will not be recourse obligations to the Developer, to the City, or to any property owner (other than assessment obligations). The District will have the ability, pursuant to the Utah Special Assessment Area Act, to foreclose on any properties for which required assessments become delinquent.
15. **DEVELOPER BACKGROUND INFORMATION:** The Developer, Tech Ridge, LLC, and its related operating entities Tech Ridge Management and Tech Ridge Property Management, is comprised of seasoned professionals headed by Isaac Barlow as the Managing Partner. The onsite management team has extensive experience in community planning, entitlements, financing, civil engineering, earthwork, site development, construction management, and property management. It is supplemented with strong consultants that have broad national and international experience in land planning, place-making, landscape design, and architecture.
16. **ADDITIONAL INFORMATION REQUESTED BY CITY.** Developer reserves the right to supplement this letter with any additional information reasonably requested by the City pursuant to the City's policy.
17. **FEES.** This letter is accompanied by a fee of \$5,000 as required by the City's policy, to cover the costs of City staff review. As noted above, Developer is prepared to sign such agreements with, and pay such reasonable fees to, the City and its professional advisers as required to facilitate negotiation of the Governing Document for the District, and all other reasonable fees incurred by the City prior to approval of creation of the District.
18. **GOVERNING DOCUMENT.** A draft Governing Document for the District has previously been submitted for review by the City and comments received back from the City's legal department. This letter is accompanied by a revised version of the draft Governing Document which incorporates revisions requested by the City and/or responses to comments received from the City.

19. **PETITION FOR CREATION OF DISTRICTS:** This letter of intent is accompanied by a Petition formally requesting the creation of the District, in compliance with the City's policy and Utah Code Title 17B, Chapter 1, Part 2, as modified by § 17D-4-201.

Very truly yours,

SNOW JENSEN & REECE, PC



Matthew J. Ence

*Signed as duly authorized by Developer, and on its behalf*

cc: Tech Ridge Management, LLC  
Jami Bracken, Deputy City Attorney

## Exhibit A

### Parcels Proposed for Inclusion in Tech Ridge PID

#### Included Parcels:

<u>Parcel</u>	<u>Total Parcel Acres</u>	<u>Proposed Tech Ridge Acres</u>	<u>Owner</u>	<u>Notes</u>
SG-6-2-25-201123	188.69	<b>112.66</b>		
			City of St. George	Balance of land to be purchased by Tech Ridge, LLC
SG-6-2-25-230-C1T	17.37	<b>17.37</b>	One.Six, LLC	
SG-6-2-36-4201	9.21	<b>.90</b>	Tech Ridge, LLC	
Total	215.27	<b>130.93</b>		



## Exhibit C

### Developer's Proposed Public Infrastructure and Preliminary Budget

<b>Tech Ridge Community Development Project Area Projected Uses</b>	<b>Project Area Budget LYRB - Oct 2023</b>	<b>Additional Costs</b>	<b>Revised Pub Infrastructure Budget</b>
Tech Ridge Roads & Utils Phase 1	\$3,972,360		<b>\$3,972,360</b>
Tech Ridge Parkway Reconstruction	\$870,870		<b>\$870,870</b>
Tech Ridge Roads & Utils Phase 2b	\$3,926,386	\$573,614	<b>\$4,500,000</b>
Tech Ridge Roads & Utils Phase 3	\$6,479,307		<b>\$6,479,307</b>
Tech Ridge Drive Reconstruction	\$1,350,040		<b>\$1,350,000</b>
Donlee Dr./Knowledge Way/390 S Cloud Drive	\$3,094,300		<b>\$3,094,300</b>
Pavilion		\$8,760,000	<b>\$8,760,000</b>
Sewer Extension	\$421,000	\$2,280,000	<b>\$2,280,000</b>
Rim Trail and Span Bridges	\$6,516,565	\$649,000	<b>\$1,070,000</b>
West Concrete Stairs	\$719,400	\$280,600	<b>\$1,000,000</b>
Detention Pond	\$45,067	\$474,933	<b>\$520,000</b>
Secondary Access Roads	\$1,257,882		<b>\$1,257,882</b>
District Roadways	\$1,767,823		<b>\$1,767,823</b>
<b>Total Developer Uses</b>	<b>\$30,421,000</b>	<b>\$13,018,147</b>	<b>\$43,439,107</b>

# **Exhibit D**

## Sample Plan of Finance

**SOURCES AND USES OF FUNDS**

**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT #1  
WASHINGTON COUNTY, UTAH  
ASSESSMENT LIEN REVENUE BONDS, SERIES 2024  
\$51.188M Par Amount  
Non-Rated, Level Debt, 12/1/2053 Final Maturity**

Dated Date 09/01/2024  
Delivery Date 09/01/2024

**Sources:**

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Bond Proceeds:	
Par Amount	51,188,000.00
	<hr/>
	51,188,000.00
	<hr/> <hr/>

**Uses:**

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Project Fund Deposits:	
Project Fund	37,738,100.00
Other Fund Deposits:	
Capitalized Interest Fund	8,446,020.00
Debt Service Reserve	3,680,120.00
	<hr/>
	12,126,140.00
Cost of Issuance:	
Other Cost of Issuance	1,323,760.00
	<hr/>
	51,188,000.00
	<hr/> <hr/>

## BOND SUMMARY STATISTICS

**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT #1  
WASHINGTON COUNTY, UTAH  
ASSESSMENT LIEN REVENUE BONDS, SERIES 2024  
\$51.188M Par Amount  
Non-Rated, Level Debt, 12/1/2053 Final Maturity**

Dated Date	09/01/2024
Delivery Date	09/01/2024
First Coupon	12/01/2024
Last Maturity	12/01/2053
Arbitrage Yield	5.500791%
True Interest Cost (TIC)	5.675403%
Net Interest Cost (NIC)	5.500000%
All-In TIC	5.727593%
Average Coupon	5.500000%
Average Life (years)	20.357
Weighted Average Maturity (years)	20.357
Duration of Issue (years)	11.838
Par Amount	51,188,000.00
Bond Proceeds	51,188,000.00
Total Interest	57,313,025.00
Net Interest	58,336,785.00
Bond Years from Dated Date	1,042,055,000.00
Bond Years from Delivery Date	1,042,055,000.00
Total Debt Service	108,501,025.00
Maximum Annual Debt Service	7,359,680.00
Average Annual Debt Service	3,709,436.75
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 12/1/53	51,188,000.00	100.000	5.500%	20.357	01/09/2045	73,710.72
	51,188,000.00			20.357		73,710.72

	TIC	All-In TIC	Arbitrage Yield
Par Value	51,188,000.00	51,188,000.00	51,188,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,023,760.00	-1,023,760.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	50,164,240.00	49,864,240.00	51,188,000.00
Target Date	09/01/2024	09/01/2024	09/01/2024
Yield	5.675403%	5.727593%	5.500791%

**NET DEBT SERVICE**

**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT #1  
WASHINGTON COUNTY, UTAH  
ASSESSMENT LIEN REVENUE BONDS, SERIES 2024  
\$51.188M Par Amount  
Non-Rated, Level Debt, 12/1/2053 Final Maturity**

<b>Period Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Debt Service</b>	<b>Debt Service Reserve</b>	<b>Capitalized Interest Fund</b>	<b>Net Debt Service</b>
12/01/2024		703,835	703,835		703,835	
12/01/2025		2,815,340	2,815,340		2,815,340	
12/01/2026		2,815,340	2,815,340		2,815,340	
12/01/2027		2,815,340	2,815,340		2,111,505	703,835
12/01/2028	864,000	2,815,340	3,679,340			3,679,340
12/01/2029	912,000	2,767,820	3,679,820			3,679,820
12/01/2030	962,000	2,717,660	3,679,660			3,679,660
12/01/2031	1,015,000	2,664,750	3,679,750			3,679,750
12/01/2032	1,071,000	2,608,925	3,679,925			3,679,925
12/01/2033	1,130,000	2,550,020	3,680,020			3,680,020
12/01/2034	1,192,000	2,487,870	3,679,870			3,679,870
12/01/2035	1,257,000	2,422,310	3,679,310			3,679,310
12/01/2036	1,326,000	2,353,175	3,679,175			3,679,175
12/01/2037	1,399,000	2,280,245	3,679,245			3,679,245
12/01/2038	1,476,000	2,203,300	3,679,300			3,679,300
12/01/2039	1,558,000	2,122,120	3,680,120			3,680,120
12/01/2040	1,643,000	2,036,430	3,679,430			3,679,430
12/01/2041	1,734,000	1,946,065	3,680,065			3,680,065
12/01/2042	1,829,000	1,850,695	3,679,695			3,679,695
12/01/2043	1,929,000	1,750,100	3,679,100			3,679,100
12/01/2044	2,036,000	1,644,005	3,680,005			3,680,005
12/01/2045	2,148,000	1,532,025	3,680,025			3,680,025
12/01/2046	2,266,000	1,413,885	3,679,885			3,679,885
12/01/2047	2,390,000	1,289,255	3,679,255			3,679,255
12/01/2048	2,522,000	1,157,805	3,679,805			3,679,805
12/01/2049	2,661,000	1,019,095	3,680,095			3,680,095
12/01/2050	2,807,000	872,740	3,679,740			3,679,740
12/01/2051	2,961,000	718,355	3,679,355			3,679,355
12/01/2052	3,124,000	555,500	3,679,500			3,679,500
12/01/2053	6,976,000	383,680	7,359,680	3,680,120		3,679,560
	51,188,000	57,313,025	108,501,025	3,680,120	8,446,020	96,374,885

**BOND SOLUTION**

**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT #1  
WASHINGTON COUNTY, UTAH  
ASSESSMENT LIEN REVENUE BONDS, SERIES 2024  
\$51.188M Par Amount  
Non-Rated, Level Debt, 12/1/2053 Final Maturity**

<b>Period Ending</b>	<b>Proposed Principal</b>	<b>Proposed Debt Service</b>	<b>Debt Service Adjustments</b>	<b>Total Adj Debt Service</b>	<b>Revenue Constraints</b>	<b>Unused Revenues</b>	<b>Debt Service Coverage</b>
12/01/2024		703,835	-703,835				
12/01/2025		2,815,340	-2,815,340				
12/01/2026		2,815,340	-2,815,340				
12/01/2027		2,815,340	-2,111,505	703,835	703,950	115	100.016%
12/01/2028	864,000	3,679,340		3,679,340	3,679,927	587	100.016%
12/01/2029	912,000	3,679,820		3,679,820	3,680,845	1,025	100.028%
12/01/2030	962,000	3,679,660		3,679,660	3,679,741	81	100.002%
12/01/2031	1,015,000	3,679,750		3,679,750	3,680,614	864	100.023%
12/01/2032	1,071,000	3,679,925		3,679,925	3,680,466	541	100.015%
12/01/2033	1,130,000	3,680,020		3,680,020	3,680,294	274	100.007%
12/01/2034	1,192,000	3,679,870		3,679,870	3,680,099	229	100.006%
12/01/2035	1,257,000	3,679,310		3,679,310	3,679,880	570	100.015%
12/01/2036	1,326,000	3,679,175		3,679,175	3,679,637	462	100.013%
12/01/2037	1,399,000	3,679,245		3,679,245	3,679,368	123	100.003%
12/01/2038	1,476,000	3,679,300		3,679,300	3,680,075	775	100.021%
12/01/2039	1,558,000	3,680,120		3,680,120	3,680,755	635	100.017%
12/01/2040	1,643,000	3,679,430		3,679,430	3,680,410	980	100.027%
12/01/2041	1,734,000	3,680,065		3,680,065	3,681,037	972	100.026%
12/01/2042	1,829,000	3,679,695		3,679,695	3,680,637	942	100.026%
12/01/2043	1,929,000	3,679,100		3,679,100	3,679,208	108	100.003%
12/01/2044	2,036,000	3,680,005		3,680,005	3,680,752	747	100.020%
12/01/2045	2,148,000	3,680,025		3,680,025	3,680,266	241	100.007%
12/01/2046	2,266,000	3,679,885		3,679,885	3,680,750	865	100.024%
12/01/2047	2,390,000	3,679,255		3,679,255	3,680,204	949	100.026%
12/01/2048	2,522,000	3,679,805		3,679,805	3,680,627	822	100.022%
12/01/2049	2,661,000	3,680,095		3,680,095	3,681,019	924	100.025%
12/01/2050	2,807,000	3,679,740		3,679,740	3,680,378	638	100.017%
12/01/2051	2,961,000	3,679,355		3,679,355	3,679,705	350	100.010%
12/01/2052	3,124,000	3,679,500		3,679,500	3,679,998	498	100.014%
12/01/2053	6,976,000	7,359,680	-3,680,120	3,679,560	3,680,257	697	100.019%
	51,188,000	108,501,025	-12,126,140	96,374,885	96,390,897	16,012	

**PETITION REQUESTING THE CREATION OF  
TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT  
IN ST. GEORGE, UTAH**

June 24, 2024

St. George City  
Attn: Christina Fernandez, Recorder  
175 East 200 North  
St. George, UT 84770

The undersigned (the “Petitioner”) hereby requests that the City Council of St. George, Utah (the “City”) approve the creation a public infrastructure district (the “District”) pursuant to the Special District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 and the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953 (collectively, the “Act”). The Petitioner requests creation of the District in order to assist in the financing of public infrastructure to service and benefit the development project to be known as Tech Ridge (the “Development”), being the proposed area of the District as described herein.

**I. Petitioners**

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

One.Six LLC  
475 S. Donlee Drive, Suite 100  
St. George, UT 84770  
(435) 691-3520

Tech Ridge, LLC  
c/o Tech Ridge Management, LLC  
475 S. Donlee Drive, Suite 100  
St. George, UT 84770  
Attn: Isaac Barlow  
(435) 691-3520

The Petitioners respectively are signing this Petition as to those properties which are identified by parcel number in **Exhibit A** hereto. Petitioner Tech Ridge, LLC, is the sponsor of this Petition, and Tech Ridge, LLC, c/o Tech Ridge Management, LLC, is hereby designated as the contact sponsor.

**II. Proposed District Boundary**

The Petitioner requests that the initial District boundary (the “District Boundary”) for the proposed District are intended to include the property and parcel numbers listed in **Exhibit A** hereto. The proposed District Boundary of the District is also depicted on the map attached as

**Exhibit B** hereto, which is also the proposed boundary for the District.

### **III. Requested Service**

The Petitioner requests that the District be created for the purpose of financing the construction of public infrastructure relating to the Development, as permitted under the Act, and as shall be further described in the governing document proposed for the District.

### **IV. Board of Trustees**

The Petitioners propose that the Board of Trustees for the Districts be initially composed of three (3) members who are property owners, their officers, or agents, as follows, subject to formal appointment by the City Council.

(a) **Isaac Barlow**  
[isaac@techridge.com](mailto:isaac@techridge.com)

(b) **David Nilsson**  
[dave@techridge.com](mailto:dave@techridge.com)

(c) **Brad Buhanan**  
[brad@techridge.com](mailto:brad@techridge.com)

### **V. Petitioner Representations**

Petitioner hereby represents and warrants that:

- a) Those signing on behalf of Petitioner are authorized to do so;
- b) The Petitioner is the sole owner of its real property included within the proposed District Boundary, or the Petitioner owns such real property solely with other Petitioners signing this Petition;
- c) To the best of Petitioner's knowledge, the Petitioners are, collectively, 100% of the surface property owners of real property within the District Boundary;
- d) To the best of Petitioner's knowledge, there are no registered voters residing upon its property proposed to be included in the District Boundary; and
- e) The Petitioners represented by the proposed Trustees listed above represent and warrant that the proposed Trustees are registered voters at their primary residence and are either a property owner or are an officer or agent of a property owner.

### **VI. Petitioner Consent**

The Petitioner hereby consents to:

- a) The creation of a public infrastructure district within the District Boundary as described

herein;

- b) A waiver of the residency requirement for members of the Board of Trustees of the District as permitted under Section 17D-4-201(2)(b) of the Act;
- c) A waiver of the entirety of the protest period described in Section 17B-1-213 of the Act, pursuant to Section 17D-4-202(3)(a) of the Act;
- d) The recording of a notice of impending boundary action and related documents as required under Section 17B-1-215(2)(a) of the Act, which will apply to all real property within the District Boundary;
- e) The issuance by the District of bonds repayable through special assessments.

#### **VII. Proposed PID Name**

Petitioner requests that the PID be called the Tech Ridge Public Infrastructure District.

#### **VIII. Electronic Means; Counterparts**

This Petition may be circulated by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same document.

IN WITNESS WHEREOF, the Petitioners have executed and consented to this Petition as of the dates indicated on the signature pages attached.

*(signature pages to follow)*

**Petitioner:**

St. George City

\_\_\_\_\_  
Michelle Randall, Mayor

Attest:

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

STATE OF UTAH )

COUNTY OF WASHINGTON )

On this \_\_\_ day of August, 2024, personally appeared before me Michelle Randall and Christina Fernandez, whose identities are personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that they are respectively the Mayor and Recorder of St. George City, that they are duly authorized to sign this Petition, and that they acknowledged to me that the City executed the same for the uses and purposes set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC

**Petitioner:**

Tech Ridge, LLC  
A Utah limited liability company

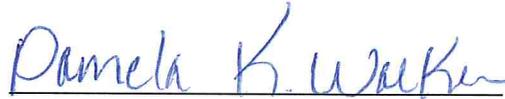
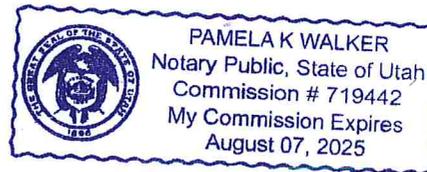


By: Isaac Barlow  
Its: Authorized Signer

STATE OF UTAH )

COUNTY OF WASHINGTON )

On this 21<sup>st</sup> day of June, 2024, personally appeared before me Isaac Barlow, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is an Authorized Signer for Tech Ridge, LLC, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

  
NOTARY PUBLIC

**Petitioner:**

One.Six, LLC  
A Utah limited liability company

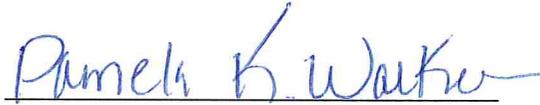
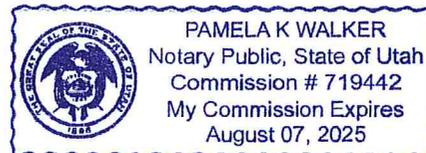


By: Isaac Barlow  
Its: Authorized Signer

STATE OF UTAH )

COUNTY OF WASHINGTON )

On this 24~~th~~ day of June, 2024, personally appeared before me Isaac Barlow, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is an Authorized Signer for One.Six, LLC, that he was duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

  
NOTARY PUBLIC

## Exhibit A

### Legal Description of Proposed District Boundary

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.90 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 00°24'46" East 332.805 feet; thence North 29°50'04" West 289.32 feet; thence North 07°46'29" East 126.241 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 368.579 feet; thence North 15°23'00"

West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West 218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet; thence North 17°25'31" East 231.75 feet to the point of curvature of a curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning. Contains 130.93 acres.

Included Parcels:

<b>Parcel</b>	<b>Total Parcel Acres</b>	<b>Proposed Tech Ridge Acres</b>	<b>Owner</b>	<b>Notes</b>
SG-6-2-25-201123	188.69	<b>112.66</b>	City of St. George	Balance of land to be purchased by Tech Ridge, LLC
SG-6-2-25-230-C1T	17.37	<b>17.37</b>	One.Six, LLC	
SG-6-2-36-4201	9.21	<b>.90</b>	Tech Ridge, LLC	
<b>Total</b>	215.27	<b>130.93</b>		



St. George, Utah

\_\_\_\_\_, 2024

The City Council (the “Council”) of St. George, Utah (the “City”), met in regular session (including by electronic means) on \_\_\_\_\_, 2024, at its regular meeting place in St. George, Utah at \_\_:\_\_ p.m., with the following members of the Council being present:

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

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this \_\_\_\_\_, 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilperson \_\_\_\_\_ and seconded by Councilperson \_\_\_\_\_ adopted by the following vote:

AYE:

NAY:

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

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL (THE “COUNCIL”) OF THE CITY OF ST. GEORGE, UTAH (THE “CITY”), PROVIDING FOR THE CREATION OF TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT (THE “DISTRICT”) AS AN INDEPENDENT BODY CORPORATE AND POLITIC; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT, AN INTERLOCAL AGREEMENT, AND A NOTICE OF BOUNDARY ACTION; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE AND EXECUTE THE FINAL TERMS AND PROVISIONS OF THE GOVERNING DOCUMENT, THE INTERLOCAL AGREEMENT, THE NOTICE OF BOUNDARY ACTION AND ANY OTHER DOCUMENTS RELATED THERETO; AUTHORIZING THE DISTRICT TO PROVIDE SERVICES RELATING TO THE FINANCING AND CONSTRUCTION OF PUBLIC INFRASTRUCTURE TO SERVE THE DISTRICT AREA; APPOINTING A BOARD OF TRUSTEES FOR THE DISTRICT; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the “Petition”) was filed with the City requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the “PID Act”) and relevant portions of Limited Purpose Local Government Entities - Special Districts, Title 17B (together with the PID Act, the “Act”) within the boundaries of the City, for the purpose of financing public infrastructure costs; and

WHEREAS, pursuant to the terms of the Act, the City may create one or more public infrastructure district by adoption of a resolution of the Council and with consent of 100% of all surface property owners proposed to be included in the District (the “Property Owners”); and

WHEREAS, the Petition, containing the consent of such Property Owners has been certified by the Recorder of the City pursuant to the Act and it is in the best interests of the Property Owners that the creation of the District be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, the Property Owners have waived the 60-day protest period pursuant to Section 17D-4-201 of the PID Act; and

WHEREAS, it is necessary to authorize the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the City properly published notice of the public meeting in compliance with the applicable requirements of the Utah code; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public meeting on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the “Governing Document”) attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Local Entity Plat to be submitted therewith (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.
2. The District is hereby created as a separate entity from the City in accordance with the Governing Document and the Act. The boundary of the District shall be as set forth in the Plat.
3. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure to serve the District Area.
4. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.
5. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit C are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.
6. The District Board for each of the District is hereby appointed as follows:
  - (a) Trustee 1 – Isaac Barlow for an initial six-year term.
  - (b) Trustee 2 – David Nilsson for an initial six-year term.
  - (c) Trustee 3 – Brad Buhanan for an initial four-year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

7. The Council does hereby authorize the Mayor to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to finalize the actions contemplated herein on behalf of the Council for submission to the Office of the Lieutenant Governor of the State of Utah.

8. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Council does hereby authorize the Mayor or her designee to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notices or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

9. The Board of Trustees of the District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Utah County within thirty (30) days of the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

10. 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 such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

11. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

12. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, this \_\_\_\_\_, 2024.

CITY OF ST. GEORGE, UTAH

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

ATTEST:

By: \_\_\_\_\_  
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Council of the City adjourned.

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

ATTEST:

By: \_\_\_\_\_  
City Recorder



EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the “City”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the “Council”) on \_\_\_\_\_, 2024, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2024 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City’s official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GOVERNING DOCUMENT

EXHIBIT C

NOTICES OF BOUNDARY ACTION

**GOVERNING DOCUMENT**

**FOR**

**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT**

**ST. GEORGE, UTAH**

Prepared by

Snow Jensen & Reece, P.C.

St. George, Utah

\_\_\_\_\_, 2024

## I. INTRODUCTION

### A. Purpose and Intent.

Pursuant to the provisions of Utah Code Title 17D, Chapter 4, the District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as it may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Infrastructure for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Infrastructure. Furthermore, all City-owned land within the District Area is under contract to be purchased for private development concurrently with the initial issuance of Bonds by the District. The District is not being created to provide any ongoing operations and maintenance services.

### B. Purpose of the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District has been requested in order to finance the construction of the Public Infrastructure required for the Project, which is anticipated to accelerate the overall timing of the Project and its development.

### C. Objective of the City Regarding District's Governing Document.

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Infrastructure from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by Assessments and/or other permitted legal revenue of the District. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from one-time excessive assessment burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose for creating the District is to provide a funding mechanism for the Public Infrastructure associated with development of the Project and to accelerate the development timing and enhance the level of tax base and economic impact within the Project area.

It is the intent that the District dissolve and all real property withdrawn upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt.

The District shall be authorized to finance the Public Infrastructure that can be funded from Debt to be repaid from Assessments or other permitted legal revenues of the District. The District is also permitted to utilize tax increment revenues (if any) for the repayment of Debt. Generally,

the cost of Public Infrastructure that cannot be funded within these parameters are not costs to be paid by the District.

## **II. DEFINITIONS**

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Assessments: means assessments levied in an assessment area or areas created within the District pursuant to the Assessment Act.

Assessment Act: means Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Board: means the board of trustees of the District.

Bond, Bonds: means bonds issued by the District, for the payment of which the District has promised to collect Assessments.

City: means the City of St. George, Utah

City Code: means the City Code of St. George, Utah.

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

Debt: means Bond(s), Assessments, or other obligations, including loans of any property owner, which are legal obligations of the District to repay. The total Debt of the District shall not exceed seventy-five million dollars (\$75,000,000).

Developer: means Tech Ridge Management, LLC, a Utah limited liability company, and its successors and assigns.

District: means Tech Ridge Public Infrastructure District.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundary, as depicted on the Initial District Boundary Map attached to this Governing Document as Exhibit B, incorporated by reference herein, and as such boundary may be modified from time to time with the approval of the City, as more particularly set forth herein.

End User: means any owner, or tenant of any owner, of any taxable residential improvement within the District. By way of illustration, a resident homeowner, renter is an End User. A person or entity that constructs homes or commercial structures primarily for resale is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Infrastructure may be financed; and (ii) how the Debt is expected to be incurred.

Governing Document: means this Governing Document for the District approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinances and applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundary: means the approved initial boundary of the District, encompassing the District Area, as described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit B**, describing the initial boundary of the District.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an investment banker or individual recognized as a municipal advisor by the MSRB and the SEC; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Off-Site Infrastructure: means Public Infrastructure improvements which are to be located outside the District Area, and which are designed and constructed in whole or in part for the benefit of the Project. Projected Off-Site Infrastructure is identified in **Exhibit C** hereto, which is incorporated herein with this reference.

Project: means the development or property commonly referred to as Tech Ridge or The Tech Ridge Mixed-Use Commercial Development.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Infrastructure: means a part or all of the Infrastructure, public improvements, facilities, or property authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Local Government Bonding Act, Utah Code §11-14-103, and which are to be dedicated to and owned by the City or other appropriate public entity to serve the future taxpayers and inhabitants of the District Area as determined by the Board, except as specifically limited in Section V below. Projected Public Infrastructure, including both On-site and Off-Site Infrastructure, is listed in **Exhibit C** hereto, which is incorporated herein with this reference. Other or different Public Infrastructure than what is listed in **Exhibit C** may be financed by the District with the prior approval of the City as set forth herein.

Reimbursement Agreement: means any interlocal agreement between the District and the City whereby the City agrees to pay or reimburse impact fees, pioneering agreement fees, connectors fees, or any related fee to the District relating to costs of Public Infrastructure.

State: means the State of Utah.

Special District Act: means Title 17B of the Utah Code, as amended from time to time and any successor statute thereto.

Tax Increment Revenue: means tax increment revenues generated and available for use under the applicable provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, of the Utah Code as amended from time to time and any successor statute thereto.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### III. **BOUNDARY**

The District Area includes approximately **130.93** acres. A legal description of the Initial District Boundary is attached hereto as **Exhibit A**. A map of the District Area and Initial District Boundary is attached hereto as **Exhibit B**. It is anticipated that the District's boundary and the District Area may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

### IV. **PROPOSED LAND USES**

The District Area consists of approximately 130.93 acres of undeveloped land. Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

### V. **DESCRIPTION OF PROPOSED POWERS, INFRASTRUCTURE AND SERVICES**

#### A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Infrastructure within and without the District Area as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Public Infrastructure. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Infrastructure. The District shall dedicate the Public Infrastructure to the City or other appropriate public entity or owners association in a manner consistent with services provided by such entity, and other rules,

regulations, and directions of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Infrastructure not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Administrative Amendments to Approved Public Infrastructure for Financing. The Public Infrastructure identified in **Exhibit C** hereto has been approved by the City for financing by and through the District. Unless otherwise provided by law, **Exhibit C** may be amended as needed (hereafter an “Administrative Amendment”), with the written approval of the PID Board and the City Manager who is hereby designated as the authorized administrative authority empowered to make all final Administrative Amendment decisions. The written approval of any Administrative Amendments shall reference this Governing Document and be recorded with the Washington County Recorder.

3. Construction Standards Limitation. The District will ensure that the Public Infrastructure paid for or reimbursed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. Developer shall obtain the City’s approval of civil engineering plans and all applicable permits for construction and installation of Public Infrastructure prior to performing such work in order to be eligible for financing of or reimbursement for such improvements.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire, pay for or reimburse for completed or partially completed infrastructure improvements for fair market value as reasonably determined by a third-party engineer acceptable to the City that certifies in writing as part of such fair market value determination.

5. Municipal Advisor Certification. Prior to the issuance of any Debt, the District shall notify the City of its intent to issue Debt and include an updated Financial Plan outlining the specifics related to the proposed Debt. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District’s Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within the District Area any property outside the Initial District Boundary, nor shall it withdraw any property from the District Area, without the prior written consent of the City.

(b) Any annexation or withdrawal shall be in accordance with the applicable requirements of the District Act.

(c) Upon any annexation or withdrawal, such District shall provide the City a description of the revised District Area.

7. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the District Area.

8. No Issuance Before Effective Date. On or before the effective date of this Governing Document and the Interlocal Agreement, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments used for the purpose of repayment of Debt.

9. Total Debt Issuance. There is a limit of seventy-five million dollars (\$75,000,000) as the amount of Debt through assessments or bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

11. Enforcement; Governing Document Amendment Requirement.

(a) The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein or in the Interlocal Agreement. A violation or breach of the Interlocal Agreement shall constitute a violation of this Governing Document and entitle the City to exercise any or all remedies provided for herein.

(b) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without

the need for numerous amendments. The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein.

(c) Subject to the limitations and exceptions contained herein (including the exception for an Administrative Amendment described in Section V.A.2. above), this Governing Document may be amended by passage of a resolutions of the City and the District approving such amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Governing Document expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

12. Power to Approve and Serve as Conduit for C-PACE Financing. In the event that Developer seeks to obtain C-PACE financing, then the District may serve as the conduit for C-PACE financing without any additional review or approval from the City.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Infrastructure within and certain Off-Site Infrastructure without the District Area. An estimate of the costs of the Public Infrastructure and Off-Site Infrastructure which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately **Ninety-eight Million Dollars (\$98,000,000.00)**, as may be adjusted from time to time.

All of the Public Infrastructure will be designed in such a way as to assure that the Public Infrastructure standards will be compatible with those of the City and/or any other applicable public entity. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of three (3) Trustees who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall hold at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustees 1 and 2 shall serve an initial term of six (6) years; Trustee 3 shall serve an initial term of four (4) years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, and consistent with the property owners' waiver of the residency requirement in the Petition to create the District, appointed Trustees shall not be required to be residents of the District.

B. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, a Trustee shall be appointed or reappointed to such seat by the City Council pursuant to the PID Act. In the event that no qualified candidate files to be considered for appointment, such seat may be filled in accordance with the Special District Act.

C. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act. In the event of a vacancy, the City Council will accept for consideration a written nomination

from the remaining Board of an individual who qualifies to serve as a property owner, officer of a property owner, or agent of a property owner within the District, or of an eligible registered voter residing within the District.

D. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

E. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with §17D-4-202 and §67-16-9, Utah Code, shall be entitled to vote on all matters which come before the Board.

## **VII. OFF-SITE INFRASTRUCTURE**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of Off-Site Infrastructure and fund the administration and overhead costs related to the provisions of Off-Site Infrastructure.

## **VIII. FINANCIAL PLAN**

### **A. General.**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Infrastructure from its revenues and by and through the proceeds of Debt to be issued by the District. In addition, the District shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay from revenues derived from Assessments, Tax Increment Revenues, and other legally available revenues. The District is not permitted to levy a property tax. The total Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Bonds may also be issued to refund a prior issuance of debt by the District. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including Assessments. The District may also rely upon various other revenue sources authorized by law. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, shall not exceed ten (10%). The maximum underwriting discount will be two and one-half percent (2.5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities. The foregoing maximum interest rate and underwriting discount may be waived in writing by the City without amendment of this Governing Document.

### **B. Debt Repayment Sources.**

(a) The District may rely upon various revenue sources authorized by law. At the District's discretion, these may include the use of Tax Increment Revenue, amounts received pursuant to one or more pioneering agreements, the power to assess Assessments.

(b) All Assessments imposed by the District on a residential parcel or unit shall be payable at or before the time any real property is transferred to an End User with respect to such parcel.

(c) The City and the District may enter into one or more Reimbursement or Credit Agreements, whereby the City shall agree to reimburse or credit the District for impact fees relating to costs of Public Infrastructure, consistent with the Impact Fees Act. Such Reimbursement or Credit Agreements shall apply so long as the District has Debt outstanding and to any individual or entity that is not subject to Assessments of the District. In the event the District receives such value in the form of credits and not monetary reimbursement, the City will agree that the District can sell or transfer such credits to the developer or another entity that can benefit from them.

(d) The District shall not be permitted to charge an End User any portion of the costs of Public Infrastructure.

C. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the District Area.

D. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

E. District's Operating Costs.

The estimated initial cost of surveying and engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Seventy-Five Thousand Dollars (\$75,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Infrastructure, the District will require operating funds for administration and to plan and cause the Public Infrastructure to be constructed. Operating costs are anticipated to primarily include accounting services, legal services, engineering services, trustee services, annual audits, and insurance premiums. The first year's operating budget is estimated to be approximately Sixty-five Thousand Dollars (\$65,000) which is anticipated to be derived from District revenues or borne by Developer and reimbursed by the District. Debt issued by the District may include funds to cover such administrative costs of the District until the revenue of the District is anticipated to be sufficient to pay such costs. Developer will not utilize any Tax Increment Revenue to pay District administrative or operating costs.

F. Bond and Disclosure Counsel; Municipal Advisor.

The District agrees it will use nationally recognized Bond Counsel and Municipal Advisory firms experienced in the issuance of public infrastructure district debt in the issuance of all Debt.

G. Notice to City Prior to Bond Issuance.

The District shall deliver written notice to the City of the anticipated terms of issuance prior to issuance of any Bonds as set forth in Article V, Section A.4 herein.

H. Obligation to Pay Debt Prior to Transfer: Prior to the transfer to any End User, the debt or obligation for assessment shall be retired and the property transferred free and clear of said obligations. The satisfaction of the debt or obligation for assessment relating to a property being sold, from the proceeds of sale, and release of the associated lien or liens securing such debt or obligation, as part of closing and settlement handled by a title company, escrow agent, or attorney, shall satisfy this requirement.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days following the end of such District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers, and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of or payment or reimbursement the Public Infrastructure as of December 31 of the prior year and listing all facilities and improvements constructed, paid for, or reimbursed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;
10. Current year budget; and
11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute).

## **X. DISSOLUTION**

Upon repayment of defeasance of the Debt of the District, the District agrees to file a petition for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of the District occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **XI. DISCLOSURE TO PURCHASERS**

(a) Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Washington County. Such notice shall (i) contain a description of the boundary of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through Assessments; and (iv) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

(b) The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in (a) of this Article XI;
- (2) Such disclosures shall be contained on a separate, orange-colored page of the applicable closing or lease documents and shall require a signature of such purchaser and/or tenant acknowledging the foregoing.

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. In the event of any conflict between the terms this Governing Document and the Interlocal Agreement, this Governing Document shall control. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.

### LIST OF EXHIBITS

<b>EXHIBIT A</b>	Legal Descriptions
<b>EXHIBIT B</b>	Initial District Boundary Map
<b>EXHIBIT C</b>	Projected On-site and Off-Site Public Infrastructure
<b>EXHIBIT D</b>	Interlocal Agreement between the District and St. George City

## EXHIBIT A

### Legal Description

Beginning at a point which is North 88°45'38" West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38" West 97.058 feet; thence South 00°00'04" West 13.331 feet; thence South 58°45'56" East 71.90 feet; thence South 30°10'40" East 43.12 feet; thence South 81°37'45" East 27.22 feet; thence South 33°49'05" East 43.61 feet; thence South 17°31'24" East 93.46 feet; thence South 03°53'11" East 117.31 feet; thence South 33°45'55" West 91.82 feet; thence North 89°28'11" West 174.53 feet; thence South 32°35'31" West 102.88 feet; thence South 43°05'16" West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28", the chord of which bears South 23°19'32" West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11", the chord of which bears South 00°58'13" West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23", the chord of which bears South 23°34'34" East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30", the chord of which bears South 36°49'01" East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11" East 42.68 feet; thence South 00°37'38" West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25", the chord of which bears South 17°01'20" West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00", the chord of which bears South 26°01'06" West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38" East 263.982 feet; thence South 16°26'52" West 119.033 feet; thence South 12°42'15" East 338.266 feet; thence South 17°25'19" West 185.63 feet; thence South 00°42'37" West 128.289 feet; thence South 09°19'45" West 217.084 feet; thence South 00°53'12" East 274.171 feet; thence South 08°45'04" West 85.642 feet; thence South 02°08'21" East 203.281 feet; thence South 14°48'03" East 261.789 feet; thence South 01°23'04" West 208.355 feet; thence South 78°02'36" West 141.141 feet; thence North 88°37'13" West 141.167 feet; thence North 57°43'21" West 193.165 feet; thence North 34°55'27" West 172.902 feet; thence North 00°24'46" East 332.805 feet; thence North 29°50'04" West 289.32 feet; thence North 07°46'29" East 126.241 feet; thence North 10°43'44" West 313.614 feet; thence North 05°53'46" East 367.559 feet; thence North 09°05'27" East 129.98 feet; thence North 05°37'38" West 362.876 feet; thence North 17°36'31" West 152.702 feet; thence North 02°59'26" West 109.872 feet; thence North 13°21'41" East 206.906 feet; thence North 02°31'04" East 144.384 feet; thence North 17°01'00" West 108.082 feet; thence North 29°29'41" West 130.031 feet; thence North 06°42'17" West 248.893 feet; thence North 26°21'49" West 259.242 feet; thence North 39°35'28" West 517.225 feet; thence North 15°34'06" East 97.543 feet; thence North 32°29'04" East 69.232 feet; thence North 47°48'51" East 368.579 feet; thence North 15°23'00" West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West

218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet; thence North 17°25'31" East 231.75 feet to the point of curvature of a curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning. Contains 130.93 acres.

Included Parcels:

<u>Parcel</u>	<u>Total Parcel Acres</u>	<u>District Area Acres</u>	<u>Owner</u>	<u>Notes</u>
SG-6-2-25-201123	188.69	<b>112.66</b>	City of St. George	Balance of land to be purchased by Tech Ridge, LLC
SG-6-2-25-230-C1T	17.37	<b>17.37</b>	One.Six, LLC	
SG-6-2-36-4201	9.21	<b>.90</b>	Tech Ridge, LLC	
Total	215.27	<b>130.93</b>		



## EXHIBIT C

### Projected On-Site and Off-Site Public Infrastructure

<b>Tech Ridge Community Development Project Area</b>			
<b>Projected Uses</b>			
	<b>Project Area</b>		<b>Revised Public Infrastructure Budget</b>
	<b>Off-Sites</b>	<b>Budget LYRB - Oct 2023</b>	
Tech Ridge Roads & Utils Phase 1		\$3,972,360	<b>\$3,972,360</b>
Tech Ridge Parkway Reconstruction		\$870,870	<b>\$870,870</b>
Tech Ridge Roads & Utils Phase 2b		\$3,926,386	<b>\$4,500,000</b>
Tech Ridge Roads & Utils Phase 3		\$6,479,307	<b>\$6,479,307</b>
Tech Ridge Drive Reconstruction		\$1,350,040	<b>\$1,350,000</b>
Donlee Dr./Knowledge Way/390 S		\$3,094,300	<b>\$3,094,300</b>
Cloud Drive	Off-Site		<b>\$8,760,000</b>
Pavilion			<b>\$2,280,000</b>
Sewer Extension		\$421,000	<b>\$1,070,000</b>
Rim Trail and Span Bridges		\$6,516,565	<b>\$6,516,565</b>
West Concrete Stairs	Off-Site	\$719,400	<b>\$1,000,000</b>
Detention Pond	Off-Site	\$45,067	<b>\$520,000</b>
Secondary Access Roads		\$1,257,882	<b>\$1,257,882</b>
District Roadways		\$1,767,823	<b>\$1,767,823</b>
<b>Total Developer Uses</b>		<b>\$30,421,000</b>	<b>\$43,439,107</b>

**EXHIBIT D**

**Interlocal Agreement between the District and St. George City**

*(See following pages)*

**INTERLOCAL AGREEMENT BETWEEN**  
**CITY OF ST. GEORGE, UTAH**  
**AND**  
**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF ST. GEORGE, a political subdivision of the State of Utah (“City”), and TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (“District”). The City and the District are together referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to exercise powers as are more specifically set forth in the District’s Governing Document approved by the City on \_\_\_\_\_, 2024 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Public Infrastructure. The District shall dedicate the Public Infrastructure (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with services provided by such entity, and other rules, regulations, and directions of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own Public Infrastructure not otherwise required to be dedicated to the City or other public entity, and all necessary equipment and appurtenances incident thereto.

2. Construction Standards. The District will ensure that the Public Infrastructure constructed, paid for, or reimbursed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will require the Developer to obtain the City’s approval of civil engineering plans and to obtain all applicable permits for construction and installation of Public Infrastructure prior to performing such work in order to be eligible for financing of or reimbursement for such improvements.

3. Municipal Advisor Certification. Prior to the issuance of any Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

4. Inclusion Limitation. The District shall not include within the District Area any property outside the Initial District Boundary, nor shall it withdraw any property from the District Area, without the prior written consent of the City.

5. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the District Area.

6. No Issuance Before Effective Date. On or before the effective date of the Governing Document and this Agreement, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments or fees used for the purpose of repayment of Debt.

7. Total Debt Issuance. There shall be a limit on the amount of any Debt the District may issue in the amount of seventy-five million dollars (\$75,000,000).

8. Bankruptcy. All of the limitations contained in the Governing Document have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(4), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

9. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition for dissolution, pursuant to applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

10. Disclosure to Purchasers.

(a) Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Washington County. Such notice shall (i) contain a description of the boundary of the District, (ii) state that a copy of this Governing Document is on file at the office of the City, (iii) state that the District may finance and repay infrastructure and other improvements through Assessments; and (iv) if applicable, stating that the Debt may be converted to General Obligation Debt and outlining the provisions relating to such conversion. Such notice shall further be filed with the City.

(b) The Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in (a) of this Section 10;
- (2) Such disclosures shall be contained on a separate, orange-colored page of the applicable closing or lease documents and shall require a signature of such purchaser and/or tenant acknowledging the foregoing.

11. Notice to City Prior to Bond Issuance. The District shall deliver written notice to the City of the anticipated terms of issuance prior to the issuance of any Bonds.

12. Annual Report. Each District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days after the close of the District's fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

13. Off-Site Infrastructure. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of Off-Site Infrastructure.

14. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:	Tech Ridge Public Infrastructure District c/o Snow Jensen & Reece, PC 912 W. 1600 S., Ste. B200 St. George, UT 84770 Attn: Matthew J. Ence Phone: (435) 628-3688 Email: sjlaw@snowjensen.com
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To the City:	St. George City
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175 E. 200 N.  
St. George, UT 84770  
Attn: City Council  
Phone: (435) 627-4000  
[recorder@sgcity.org](mailto:recorder@sgcity.org)

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

15. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

16. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

17. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

18. Remedies to the City. The City shall be entitled to all remedies available under State and local law to enjoin actions of the District which violate the limitations set forth herein or in the Governing Document. A violation or breach of the Governing Document shall constitute a violation of this Interlocal Agreement and entitle the City to exercise any or all remedies provided for herein.

19. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

21. Conflict. In the event of any conflict between the terms of the Governing Document and this Interlocal Agreement, the Governing Document shall control.

22. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

24. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

25. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

27. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

28. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

**TECH RIDGE PUBLIC  
INFRASTRUCTURE DISTRICT**

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

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

**ST. GEORGE CITY, UTAH**

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

Attest:

\_\_\_\_\_  
Recorder

APPROVED AS TO FORM: \_\_\_\_\_

**NOTICE OF IMPENDING BOUNDARY ACTION**

**Creation of**

**Tech Ridge Public Infrastructure District**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of St. George, Utah (the “Council”), acting in its capacity as the creating entity for the Tech Ridge Public Infrastructure District (the “District”) pursuant to Utah Code Ann. §§17D-4-201(2)(c) and 17B-1-213(5)(a), at a regular meeting of the Council, duly convened pursuant to notice, on \_\_\_\_\_, 2024, adopted a *Resolution Providing for the Creation of Tech Ridge Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT “A” hereto and incorporated by this reference herein (the “Creation Resolution”).

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT “B” hereto and incorporated with this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §§17B-1-215 and 67-1a-6.5.

**DATED** this \_\_\_\_\_, 2024.

**CITY COUNCIL, THE CITY OF ST. GEORGE,  
UTAH, acting in its capacity as the creating authority  
for Tech Ridge Public Infrastructure District**

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF UTAH                )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A"**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Copy of the Creation Resolution**  
*(See following pages)*

**EXHIBIT “B”**  
**TO NOTICE OF IMPENDING BOUNDARY ACTION**

**Legal Description and Final Local Entity Plat**

Beginning at a point which is North 88°45'38” West 997.658 feet along the North section line from the Northeast corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base Meridian and running thence along said North section line North 88°45'38” West 97.058 feet; thence South 00°00'04” West 13.331 feet; thence South 58°45'56” East 71.90 feet; thence South 30°10'40” East 43.12 feet; thence South 81°37'45” East 27.22 feet; thence South 33°49'05” East 43.61 feet; thence South 17°31'24” East 93.46 feet; thence South 03°53'11” East 117.31 feet; thence South 33°45'55” West 91.82 feet; thence North 89°28'11” West 174.53 feet; thence South 32°35'31” West 102.88 feet; thence South 43°05'16” West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31'28”, the chord of which bears South 23°19'32” West for a distance of 256.81 feet, to the point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11'11”, the chord of which bears South 00°58'13” West for a distance of 213.87 feet, to the point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54'23”, the chord of which bears South 23°34'34” East for a distance of 216.83 feet, to the point of reverse curvature of a curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25'30”, the chord of which bears South 36°49'01” East for a distance of 146.44 feet, to a point of non-tangency; thence South 89°28'11” East 42.68 feet; thence South 00°37'38” West 1356.102 feet to a point on the arc of a non-tangent curve to the right having a radius of 1120.38 feet; thence Southwesterly 283.68 feet along the arc of said curve through a central angle of 14°30'25”, the chord of which bears South 17°01'20” West for a distance of 282.92 feet, to a point on the arc of a non-tangent curve to the left having a radius of 5321.41 feet; thence Southwesterly 328.16 feet along the arc of said curve through a central angle of 03°32'00”, the chord of which bears South 26°01'06” West for a distance of 328.11 feet, to a point of non-tangency; thence South 02°11'38” East 263.982 feet; thence South 16°26'52” West 119.033 feet; thence South 12°42'15” East 338.266 feet; thence South 17°25'19” West 185.63 feet; thence South 00°42'37” West 128.289 feet; thence South 09°19'45” West 217.084 feet; thence South 00°53'12” East 274.171 feet; thence South 08°45'04” West 85.642 feet; thence South 02°08'21” East 203.281 feet; thence South 14°48'03” East 261.789 feet; thence South 01°23'04” West 208.355 feet; thence South 78°02'36” West 141.141 feet; thence North 88°37'13” West 141.167 feet; thence North 57°43'21” West 193.165 feet; thence North 34°55'27” West 172.902 feet; thence North 00°24'46” East 332.805 feet; thence North 29°50'04” West 289.32 feet; thence North 07°46'29” East 126.241 feet; thence North 10°43'44” West 313.614 feet; thence North 05°53'46” East 367.559 feet; thence North 09°05'27” East 129.98 feet; thence North 05°37'38” West 362.876 feet; thence North 17°36'31” West 152.702 feet; thence North 02°59'26” West 109.872 feet; thence North 13°21'41” East 206.906 feet; thence North 02°31'04” East 144.384 feet; thence North 17°01'00” West 108.082 feet; thence North 29°29'41” West 130.031 feet; thence North 06°42'17” West 248.893 feet; thence North 26°21'49” West 259.242 feet; thence North 39°35'28” West 517.225 feet; thence North 15°34'06” East 97.543 feet; thence North 32°29'04” East 69.232 feet; thence North 47°48'51” East 368.579 feet; thence North 15°23'00”

West 251.51 feet; thence North 16°22'25" East 181.753 feet; thence North 13°00'07" West 218.824 feet; thence North 09°42'58" West 145.617 feet; thence North 22°01'01" West 197.399 feet; thence North 00°40'01" East 222.122 feet; thence North 58°35'41" East 315.347 feet; thence North 13°05'01" East 413.998 feet; thence North 34°06'31" East 137.808 feet; thence North 11°04'48" West 241.48 feet; thence North 08°43'53" East 215.744 feet; thence North 01°04'21" West 248.706 feet; thence North 45°23'59" West 105.60 feet; thence South 88°49'36" East 237.118 feet to a point on the arc of a non-tangent curve to the left having a radius of 965.00 feet; thence Northeasterly 86.51 feet along the arc of said curve through a central angle of 05°08'12", the chord of which bears North 03°54'19" East for a distance of 86.48 feet, to the point of tangency; thence North 01°20'13" East 202.851 feet; thence South 88°38'43" East 179.43 feet; thence South 01°21'09" West 225.00 feet; thence North 88°38'51" West 18.00 feet; thence South 01°21'09" West 1657.765 feet; thence South 88°52'31" East 625.509 feet; thence North 43°30'21" East 51.881 feet; thence North 17°25'31" East 105.192 feet; thence North 17°25'31" East 231.75 feet to the point of curvature of a curve to the left having a radius of 240.00 feet; thence Northeasterly 136.81 feet along the arc of said curve through a central angle of 32°39'40", the chord of which bears North 01°05'38" East for a distance of 134.97 feet, to the point of reverse curvature of a curve to the right having a radius of 1040.00 feet; thence Northwesterly 191.94 feet along the arc of said curve through a central angle of 10°34'28", the chord of which bears North 09°56'58" West for a distance of 191.67 feet to the point of tangency; thence North 04°39'44" West 48.64 feet to the point of curvature of a curve to the right having a radius of 1540.00 feet; thence Northwesterly 179.97 feet along the arc of said curve through a central angle of 06°41'45", the chord of which bears North 01°18'51" West for a distance of 179.87 feet, to the point of tangency; thence North 02°02'01" East 407.09 feet to the point of curvature of a curve to the left having a radius of 960.00 feet; thence Northwesterly 181.94 feet along the arc of said curve through a central angle of 10°51'31", the chord of which bears North 03°23'45" West for a distance of 181.67 feet, to a point of non-tangency; thence North 80°29'18" East 215.724 feet; thence North 03°41'13" West 170.881 feet; thence North 40°51'26" West 137.372 feet; thence North 00°51'19" East 18.99 feet; thence South 88°41'40" East 127.025 feet; thence South 00°41'09" West 1331.961 feet to the point of beginning.  
Contains 130.93 acres.

Parcel Nos.:

SG-6-2-25-201123

SG-6-2-25-230-C1T

SG-6-2-36-4201



**PARTICIPATION AGREEMENT**  
**By and Between**  
**ST. GEORGE NEIGHBORHOOD REDEVELOPMENT AGENCY**  
**And**  
**TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT**  
**And**  
**TECH RIDGE MANAGEMENT, LLC**  
**for the**  
**TECH RIDGE COMMUNITY DEVELOPMENT PROJECT AREA**

This Participation Agreement (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by and among the ST. GEORGE NEIGHBORHOOD REDEVELOPMENT AGENCY (the “**Agency**”), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the “**Act**”; § 17C-1-101 *et seq.*, or its predecessor statutes); TECH RIDGE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “**District**”); and TECH RIDGE MANAGEMENT, LLC, a Utah limited liability company (“**Participant**”). Participant and the Agency may from time to time hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**1. SUBJECT OF AGREEMENT**

**1.1. Purpose of the Agreement**

The purpose of this Participation Agreement (the “**Agreement**”) is to carry out in part the Project Area Plan, as amended (the “**Plan**”) for the Tech Ridge Community Development Project Area (the “**Project Area**”) by providing for incentives to entice Participant to develop vacant land within the Project Area into the Tech Ridge Master Planned Community, which includes a variety of land uses including mixed-use, commercial, and residential uses, consistent with the Plan (the “**Participant Project**”), and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about such development, including funds the Agency will provide to support Participant’s development of the Participant Project, which will benefit the Project Area and the City as a whole.

**1.2. Agreement in the Best Interests of the City and Residents**

This Agreement is in the vital and best interests of St. George, Utah (the “**City**”), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Act.

**1.3. Description of the Project Area**

The Project Area established by the Agency is located within the boundaries of the City and contains of approximately 355 total acres. The Project Area includes the former location of the municipal airport and related improvements, several buildings associated with Dixie Technical College, several buildings owned by Participant, including one renovated hangar leased to the City, the Black Ridge Cove residential development, and open space areas. The Participant has purchased a portion of the Project Area from the City, and has another portion under contract to purchase, for the Participant Project. The exact boundaries of the Project Area are specifically and legally described in the Plan.

#### 1.4. Description of the Participant Project

The Participant Project is shown in detail on the site map, attached hereto as **Exhibit A**. The Participant Project consists of approximately 180 acres within the larger Project Area, proposed to be developed a master-planned mixed use residential and commercial community, along with infrastructure improvements necessary for such development. Participant anticipates that its investment in public improvement costs in the Participant Project is anticipated to exceed \$98,000,000.00 (the “**Investment**”). The Participant Project will include approximately 1,000,000 SF of commercial space, 2,400 residential units (townhomes and multifamily), retail, entertainment, and hospitality uses. The Participant Project lies entirely within the boundary of the Project Area.

#### 1.5. Description of the Role of the District

The District has been created with the approval of the City of St. George, for the purpose of financing a portion of the public infrastructure required to support the Participant Project. The District is not the developer but is an independent local entity empowered by applicable state law to fulfill these purposes. The District is anticipated to issue bonds secured by a pledge of (1) special assessments to be made by the District pursuant to the Utah Assessment Area Act, and (2) the Incentive granted by the Agency through this Agreement.

#### 1.6. Interlocal Agreements

Subject to the terms of the interlocal agreements, as amended (collectively, the “**Interlocal Agreements**”) with the various Taxing Entities (as defined in the Plan), the Agency is entitled to receive a portion of the Taxing Entities’ property tax revenues generated by the properties within the Project Area (the “**Agency Share**”), which Agency Share is to be determined as agreed between the Agency and the Taxing Entities, and as set forth in the Plan and the Interlocal Agreements. For clarity, the Agency Share for purposes of this Agreement consists of only those funds that are received by the Agency pursuant to the Interlocal Agreements; the Agency Share does not include any funds received by the Agency pursuant to the Interlocal Agreement due to development outside of the Project Area, funds currently held by the Agency, or funds received by the Agency from any other sources.

#### 1.7. The Incentive

##### 1.7.1. Definitions

- a. “**Commencement Date**” means January 1, 2025, or the date on which the Agency commences to collect the Agency Share from any Agency, as set forth in the Interlocal Agreements.
- b. “**Incentive**” means an annual payment from the Agency in an amount equal to an Agreed Percentage (defined below) of the Agency Share, beginning with the Commencement Date and ending upon the date on which the Incentive payments made to the District and Participant in aggregate total Thirty Million Dollars (\$30,000,000.00) in net present value, at a discount rate of six percent (6%) per annum (the “**Maximum Incentive**”).
  - i. “**Agreed Percentage**” means, for the first ten (10) years of Incentive payments made hereunder, fifty-five percent (55%) of the Agency Share. After the payment of ten years of Incentive Payments, then Agreed Percentage shall mean eighty percent

(80%) of the Agency Share, until such time as the Maximum Incentive is paid hereunder.

- ii. The calculation of each Incentive payment, prior to discounting, will be based upon the entire amount of the Agency Share received by Agency, and shall not be reduced by the Agency’s own costs to administer the Incentive, which may be covered by the portion of the Agency Share remaining after each Incentive is paid.
- iii. At the time each Incentive payment is made to Participant, such Incentive payment shall be discounted to its net present value as of the date of this Agreement, using the discount rate, and such discounted Incentive payment amount shall be the amount considered, with all other discounted Incentive payment amounts, to determine when the Maximum Incentive is reached. It is understood by the parties, and it is their express intent, that the actual aggregate amount of all Incentive payments made to participant will be greater than the Maximum Incentive as a result of such discounting.
- iv. Once the amount of discounted Incentive payments paid to Participant equals the Maximum Incentive, then the Agency’s obligation to pay further Incentive to Participant shall cease and Agency’s obligation hereunder shall be deemed satisfied in full.

**1.6.2 Maximum Duration of Agreement to Pay Incentive**

The Agency agrees to pay Participant the Incentive commencing on the Commencement Date but in no case beyond December 31, 2055, subject to compliance with the terms and conditions of this Agreement.

**1.8. Parties to the Agreement**

**1.8.1. The Agency**

The address of the Agency for purposes of this Agreement is:

St. George Neighborhood Redevelopment Agency  
 175 East 200 North  
 St. George, Utah 84770  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Email: \_\_\_\_\_

**1.8.2. The District**

The District’s address for purposes of this Agreement is:

Tech Ridge Public Infrastructure District  
c/o Snow Jensen & Reece, PC  
912 West 1600 South, Ste. B200  
St. George, Utah 84770  
Attn: Matthew J. Ence  
Email: [mence@snowjensen.com](mailto:mence@snowjensen.com)

**1.8.3. The Participant**

Participant's address for purposes of this Agreement is:

Tech Ridge Management, LLC  
475 S. Donlee Drive  
St. George, Utah 84770  
Attn: Isaac Barlow  
Email: [isaac@techridge.com](mailto:isaac@techridge.com)

With a copy to:

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**1.9. Prohibition against Certain Changes**

**1.9.1. Representation by Agency**

Agency represents that the qualifications and identity of Participant are of particular concern, and that in reliance on Participant's qualifications and identity the Agency is entering into this Agreement. Accordingly, the transfer restrictions of this Section 1.8 represent a material inducement for Agency to enter into this Agreement.

**1.9.2. Representation as to Development Intent**

Participant represents and agrees that its Investment in and use of the Project, and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's development of the Participant Project and not for speculation in land holding or otherwise.

**1.9.3. Assignment or Transfer of Agreement**

Participant represents and agrees for itself and its successors and assigns that neither District nor Participant will assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, during the term of this Agreement except as explicitly allowed herein or as agreed to in a writing signed by the Parties. The Agency's approval of any assignment of this Agreement by Participant shall not be unreasonably withheld.

The foregoing notwithstanding, Participant may transfer its rights and obligations under this Agreement to any of its subsidiaries or affiliates without the Agency's prior written approval during the term of this Agreement; provided, however, that Participant must provide notice of the intended transfer to the Agency at least sixty (60) days in advance of the actual transfer.

The attempted or actual assignment or delegation of this Agreement in violation of the above provisions is a material Default that shall be subject to the provisions of Article 5 of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, it is understood that District anticipates pledging its rights hereunder for purposes of securing an assessment bond or bonds which the District is authorized to issue pursuant to its Governing Document. The District's granting, pledging or otherwise transferring an interest in this Agreement, the payment of the Incentive as contemplated by this Agreement, the Project Area, or the Participant Project or any portion thereof as collateral or security in connection with such bond issuance, shall not constitute an assignment or transfer and shall not otherwise require the consent of the Agency.

#### **1.9.4. Continuing Obligations**

A permitted assignment of this Agreement shall not relieve Participant from any and all obligations under this Agreement unless specifically agreed to in writing by the Agency. Except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement are and will remain binding upon District, Participant, and their Agency-approved transferee or assignee until the expiration or termination of this Agreement. Any obligation of District hereunder will terminate upon the satisfaction of the District's bonds and the associated release of any pledge of this Agreement or the Incentive by District; however, Participant's obligations hereunder shall continue for as long as this Agreement are in effect, unless otherwise released pursuant to this paragraph.

## **2. OBLIGATIONS OF THE PARTIES**

### **2.1. Payment of Incentive**

#### **2.1.1. Payment Obligation**

So long as District and Participant fulfill all of their respective obligations under this Agreement, the Agency will pay first to District, and then to Participant, the Incentive, up to the Maximum Incentive. The Incentive payment for any given year shall not exceed the total amount of the Agency Share generated for that year. The Agency shall pay the Incentive to District or Participant based upon all of the Agency Share received for the preceding tax year, not later than March 31 of the year following that tax year, provided all of the conditions precedent as described in Section 2.3 are met. District's right to receive payment of the Incentive hereunder will terminate upon the satisfaction of the District's bonds and the associated release of any pledge of this Agreement or the Incentive by District, and thereafter Participant shall remain the sole party entitled to receipt of payment hereunder.

### **2.2. Sole Source of Funding for the Incentive**

The entirety of District's and Participant's Incentive contemplated in this Agreement will be funded solely by the Agency Share received by the Agency pursuant to the Interlocal Agreements generated solely by taxable sales occurring within the Project Area. Neither District nor Participant are, or shall be, entitled to any other funds collected by the Agency for the Project Area or any other funds held by the Agency.

**2.3. Conditions Precedent to the Payment of the Incentive to District or Participant**

In addition to other provisions in this Agreement, the Agency has no obligation to remit to District or Participant the Incentive unless and until all the following conditions precedent (each a “**Condition Precedent**” and together “**Conditions Precedent**”), as detailed in the following subsections, are satisfied:

**2.3.1. Agency is Entitled to Receive the Agency Share**

The Agency is not obligated to pay to the District or Participant the Incentive unless the Agency is legally entitled to receive the Agency Share pursuant to the Interlocal Agreements. The Agency agrees not to amend the Interlocal Agreements in a way that would reduce, or would potentially reduce, the Agency Share available to pay the Incentive without the prior written consent of Participant.

**2.3.2. Agency has Actually Received the Agency Share Payment**

The Agency is obligated to pay to District or Participant the Incentive only to the extent the Agency has actually received the Agency Share payment(s) from the City for the particular calendar year.

**2.4. Effect of Failure to Meet Conditions Precedent to Payment of Incentive**

In the event that the conditions precedent as described in Section 2.3 are not fully met by March 31 of the year following the year for which the Incentive is sought, and the District or Participant is thus not entitled to receive the Incentive attributable to that tax year, such failure shall not be a breach of this Agreement. Notwithstanding anything to the contrary or otherwise stated herein, in no event will the District or Participant be subject to a clawback or repayment of any portion of the Incentive that has already been paid to the District or Participant, unless in the event of an administrative or clerical error that resulted in an overpayment to the District or Participant, in which event the overpayment shall be accounted for through a reduction of future Incentive in an equal amount, and not through clawback or repayment.

**2.5. Reduction or Elimination of Incentive**

The Parties agree that District and Participant assume and accept the risk of possible alteration of federal or state statute, regulation, or adjudication rendering unlawful or impractical the collection, receipt, disbursement, or application of the Incentive as contemplated in and by this Agreement. If the provisions of Utah law which govern the payment of the Incentive are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreement, the Agency’s obligation to pay the District or Participant the Incentive, as applicable, will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. The District and Participant agree and acknowledge that they have made such investigations as necessary and assume all risk as to whether the Project Area, the Plan, the Budget, and the Interlocal Agreement were properly approved, adopted, and made effective. Notwithstanding any change in law, the District and Participant specifically reserve and do not waive any right they may have to challenge, at District’s or Participant’s sole cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of the Incentive to the District or Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to the District and Participant. The District and Participant acknowledge, understand, and agree that the Agency is under no obligation to challenge the validity,

enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Incentive to the District or Participant, or to otherwise indemnify or reimburse the District or Participant for its actions to independently do so.

## **2.6. Declaration of Invalidity**

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area, the Plan, or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Incentive to the District or Participant, the Agency shall provide written notice of such legal action to the District and Participant. In the event such an action is filed, the Agency shall have no obligation to challenge that action or defend itself against such action but agrees not to enter into any settlement, consent, decree, or other resolution without first providing the District and Participant a reasonable opportunity to intervene and defend their rights and privileges provided under this Agreement. If requested by the District or Participant, the Agency may, at its sole discretion, take such actions as may be reasonably required to defend such legal action and to address the grounds for any causes of action that could result in the reduction or elimination of the Incentive. The District and Participant specifically reserve and do not waive any right they may have to intervene, at the District's or Participant's cost and expense, in any such legal action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Incentive to the District or Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to the District or Participant. In the event that the court declares that the Agency cannot pay the Incentive, invalidates the Project Area or the Plan, the Interlocal Agreement, or this Agreement, or takes any other action which eliminates or reduces the amount of Incentive, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to the District or Participant the Incentive in accordance with this Agreement will be reduced or eliminated to the extent required by law.

## **2.7. Dispute over Receipt of Payment of the Incentive**

In the event a dispute arises as to the person or entity entitled to receive the Incentive under this Agreement due to a claimed assignment of this Agreement by Participant or claimed successor-in-interest to this Agreement and successor-in-title to the Project, the Agency may withhold payment of the Incentive from Participant (but not from the District) and may refrain from taking any other action required of it by this Agreement until the dispute is resolved either by agreement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The Agency shall be entitled to deduct from its payment of the Incentive any costs or expenses, including reasonable attorney fees, incurred by the Agency due to the dispute.

## **2.8. Nature of Participant's Obligations and Limitation**

The Agency shall have no right to compel the District or Participant to install any necessary improvements or otherwise develop or construct the Participant Project.

## **2.9. Development of the Project**

Participant shall continuously develop the Participant Project in the Project Area during the Term of this Agreement, until the Participant Project has been completed consistent with the development entitlements obtained for the Participant Project by Participant. For purposes of this Section, Participant shall be deemed to have continuously developed the Participant Project if Participant in good faith makes reasonable and measurable progress toward financing and completion of development, notwithstanding

temporary cessation of development for inspection, maintenance, repair, replacement, and/or as a result of market conditions of *force majeure* or destruction which are outside of Participant's control.

## **2.10. Commencement of Development**

Development of the Participant Project as described in Section 2.9 shall begin no later than January 1, 2025. If Participant fails to commence development of the Participant Project as required by this Section for any reason other than events outside of Participant's control as described in Section 2.9, the Agency shall have the right to terminate this Agreement upon written notice to the District and Participant, subject, however, to any notice and cure periods set forth in Article 5.

## **2.11. Funding Responsibility**

The Parties understand and agree that funding for the Investment comes entirely from Participant's internal capital or from financing obtained by Participant, including the creation and issuance of bonds by the District. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

# **3. ADDITIONAL TERMS**

## **3.1. Investment**

Participant will at all times be responsible for its Investment in the Project Area. Recognizing the level of Investment by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Incentive to the District and Participant as an incentive to develop the Project and undertake the continued development requirements as contemplated in this Agreement.

## **3.2. Responsibility for Development Plans and Permits**

The Agency shall not have any responsibility to obtain permits, licenses, or other approvals for any development within or relating to the Project Area, provided, however, Agency will reasonably cooperate in providing any consents or acknowledgments as may be required to obtain the same.

## **3.3. Other Terms**

### **3.3.1. City Land Use Authority**

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City's authority over land use, zoning, and permitting within the City.

### **3.3.2. Restriction Against Parcel Splitting**

During the Term, Participant shall not, without the prior written approval of the Agency subdivide the Project Area or consolidate the Project Area with other real property in such a way that any portion thereof would extend outside of the boundaries of the Project Area. Participant understands and acknowledges that these requirements are intended to avoid the creation by the Washington County Assessor of tax identification parcels that extent beyond the boundaries of the Project Area.

### **3.3.3. Deannexation**

Participant agrees that it will not vote or petition to remove, deannex, disconnect, or disincorporate the Project Area or any portion thereof from the City during the Term of this Agreement. In the event that the Participant Project or a portion thereof is disconnected, deannexed, disincorporated, or otherwise removed from the municipal boundaries of the City, the Agency's obligations to pay the Incentive shall immediately cease. Further, Participant shall not seek to nor support any legislation that would (i) restrict or eliminate the City's land use authority over any portion of the Project Area or (ii) allow for any portion of the funds that comprise Agency Share to be paid to any other person or entity.

#### **3.3.4. Limits on Liability**

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

#### **3.3.5. Local, State, and Federal Laws**

Each Party shall act in conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of the District or Participant to properly challenge any such law or the applicability of such law.

#### **3.3.6. Rights of Access**

Representatives of the Agency shall have the right of reasonable access to the Project Area for purposes of inspecting Participant's compliance with this Agreement, with reasonable and prior written notice (but in no event less than 24 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

#### **3.3.7. Responsibility of the Agency**

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

#### **3.3.8. Non-waiver of Governmental Immunity**

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et seq.*

### **4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT**

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on the

Parties and any successors-in-interest during the term of this Agreement, which shall terminate (1) with respect to the District, on the date that is one hundred eighty (180) days after the final payment is made to the District pursuant to the Agreement, and (2) with respect to Participant, on the date that is one hundred eighty (180) days after the final payment is made to the Participant pursuant to the Agreement; unless earlier terminated by written agreement of the Parties or pursuant to the terms of Article 5 (the “**Term**”). All of the rights and benefits associated with this Agreement shall only inure to the benefit of the District, Participant and any Agency-approved transferee or assignee.

## **5. DEFAULTS, REMEDIES, AND TERMINATION**

### **5.1. Default**

If any of the Agency or District or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement (“**Default**”). The Party in default must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.3 hereof. If the Party in default is either the District or Participant, then for purposes of this Article 5, the responsibilities of the “non-defaulting Party” to give notice and so forth shall be the responsibility of the Agency. In the event that the Agency is the Party in default, then the responsibilities of the non-defaulting Party may be fulfilled by either the District, Participant, or both.

### **5.2. Notice**

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a “**Default Notice**”) of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

### **5.3. Cure Period**

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default (“**Event of Default**”), and the non-defaulting Party may pursue such other rights and remedies as it may have, except, however, if Participant fails to commence or continue development as required by Sections 2.9 and 2.10 above, then in such case Agency shall be entitled to, as its sole remedy, immediately terminate this Agreement (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue development). Further, in Event of Default by the District or Participant, Agency’s sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from the District or Participant to the Agency under this Agreement.

### **5.3.1. Rights and Remedies**

Upon the occurrence of an Event of Default, the non-defaulting Party shall have all remedies provided for in this Agreement and shall have the right to obtain specific performance, unless otherwise limited by the express remedies set forth in this Agreement. Such remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

Notwithstanding to foregoing, the Agency shall not have to right to compel, through a remedy of specific performance or otherwise, the District or Participant to make any investment within the Project Area or to develop the Participant Project as contemplated by this Agreement.

### **5.3.2. Legal Actions**

#### **5.3.2.1. Venue**

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the District Court for the State of Utah located in Washington County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

#### **5.3.2.2. Service of Process**

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of process on the District shall be made by personal service upon any Trustee of District's Board of Trustees or in such other manner as may be provided by law. Service of process on Participant shall be by personal service upon its Registered Agent, or in such other manner as may be provided by law, whether made within or without the State of Utah.

#### **5.3.2.3. Applicable Law**

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

## **6. GENERAL PROVISIONS**

### **6.1. Authority**

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms, subject to: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally; and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity.

### **6.2. Notices, Demands, and Communications between the Parties**

Formal notices, demands, and communications between the Agency on the one hand, and the District or Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.9.1 and 1.9.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon making physical delivery or five days after mailing of the writing containing the notice.

### **6.3. Severability**

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

### **6.4. Nonliability of Officials and Employees**

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

### **6.5. Enforced Delay; Extension of Time and Performance**

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where a “force majeure” event has occurred, which shall mean and include delays or defaults due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, pandemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency’s Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

### **6.6. Approvals**

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

### **6.7. Time of the Essence**

Time shall be of the essence in the performance of this Agreement.

**6.8. Attorney Fees**

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

**6.9. Interpretation**

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

**6.10. No Third-Party Beneficiaries**

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

**6.11. Mediation**

In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the Parties, the Parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the Parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each Party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Washington County, Utah.

**6.12. Headings**

Article and Section titles, headings or captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**6.13. Contra Proferentum**

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

**6.14. Further Assurances**

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

**6.15. Incorporation of Recitals and Exhibits**

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

**7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS**

**7.1. Duplicate Originals**

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

**7.2. Integration**

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

**7.3. Waivers and Amendments**

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

*[Remainder of page intentionally left blank; signature pages to follow]*

**“Agency”**

ST. GEORGE NEIGHBORHOOD  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Michelle Randall, Chair

ATTEST:

By: \_\_\_\_\_  
Christina Fernandez, Secretary

**“District”**

TECH RIDGE PUBLIC  
INFRASTRUCTURE DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk/Secretary

**“Participant”**

TECH RIDGE, LLC

By: \_\_\_\_\_  
Isaac Barlow, Authorized Signer

**Exhibit A**  
to Participation Agreement

*Participant Project Map*

