NOTICE OF SPECIAL 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 special regular meeting in the **Conference Room at the Dixie Power Administration Building at 145 West Brigham Road, St. George, Utah, on Tuesday, March 4, 2025, commencing at 8:30 a.m**.

The agenda for the meeting is as follows:

1. **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.**

2. **Consent Calendar.**

   a. **Consider approval of a Professional Services Agreement (PSA) with MRW Design Associates Inc. for the design and construction documents for the re-development of the Dixie Sunbowl.**

      BACKGROUND and RECOMMENDATION: This PSA is to provide design and construction documents for the re-development of the Dixie Sunbowl. This includes preliminary design, design development, construction documents, plan review/permitting, and construction support. The goal is to have the project ready to start construction immediately after the Dixie Roundup Rodeo in September. Staff recommends approval.

   b. **Consider approval of an Amendment to Master Deed Restrictions and Housing Agreement for The Point (Friends of Switchpoint, Inc) Affordable Housing Project.**

      BACKGROUND and RECOMMENDATION: A Development Agreement and Master Deed Restrictions were recorded in 2022 to guarantee low income housing within the City. Staff recommends approval.

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

** **THE COUNCIL WILL REMAIN IN THE DIXIE POWER CONFERENCE ROOM FOR THE CITY COUNCIL WORK MEETING****

NOTICE OF SPECIAL WORK 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 special work meeting in the **Conference Room at the Dixie Power Administration Building at 145 West Brigham Road, St. George, Utah, on Tuesday, March 4, 2025, commencing at approximately 9:00 a.m**.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Discussion regarding the Fiscal Year 2025-2026 Budget.**

2. **Reports and updates from the Mayor, Councilmembers, and City Manager.**

3. **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.**

Christina Fernandez, City Recorder

February 27, 2025
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: 03/04/2025 **Agenda Item Number:** 2a

Subject:

Consider approval of a Professional Services Agreement (PSA) with MRW Design Associates Inc. for the design and construction documents for the re-development of the Dixie Sunbowl.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: n/a

Address/Location:

Dixie Sunbowl, 150 South 400 East

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

This PSA is to provide design and construction documents for the re-development of the Dixie Sunbowl. This includes preliminary design, design development, construction documents, plan review/permitting, and construction support. The goal is to have the project ready to start construction immediately after the Dixie Roundup Rodeo in September.

Staff Narrative (need/purpose):

Much of the Dixie Sunbowl facility is in desperate need of repair and upgrades. It is also desired to utilize this facility to host more events in addition to the Dixie Roundup Rodeo. The purpose of this professional services agreement is to design a facility that provides a better user experience for those attending events at the facility. This includes better seating, additional seating, improved viewing opportunities, additional restroom facilities, improved access, plaza space, and landscaping.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $229,000

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

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

Approved in budget.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Approval.

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH MRW DESIGN ASSOCIATES INC.

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and MRW Design Associates Inc., with offices at 73 E 100 S, St. George, Utah 84770 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide design and construction documents for the re-development of the Dixie Sunbowl on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.

1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers

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

1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.

1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.

1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.

1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.

1.9 CONSULTANT certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.

1.10 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors

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

2. **PROJECT SERVICES DESCRIPTION.**

2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work (**"Exhibit A Scope of Services"**) which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.

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

2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

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

3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

COMPENSATION. For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The

aggregate total of all Work Orders shall not exceed Two Hundred Twenty-Nine Thousand**, $**229,000.00. Each individual Work Order shall not exceed n/a**, $**n/a.

4. **INVOICING, PAYMENT, NOTICES.**

5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.

5.3 A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.

5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed

expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.

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

5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

5. **CHARGES AND EXTRA SERVICE.**

6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

6. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

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

8. **ACCURACY AND COMPLETENESS.**

9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

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

9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.

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

9. **INDEPENDENT CONTRACTOR.**

10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.

10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.

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

10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.

10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.

10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this

Agreement in any advertising or publicity without CITY'S prior written authorization.

10. **INSURANCE.**

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

11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.

11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.

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

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

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

G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.

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

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

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

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

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

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

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

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

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

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $4,000,000.00 Dollars (umbrella coverage may be considered).
iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.

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

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than $1,000,000.00 Dollars for one person and $3,000,000.00 Dollars for more than one person and for property damage resulting from any one

occurrence which may arise from the operations of CONSULTANT in performing the work.

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

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

11. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;

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

C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or

enforcing the indemnification provision.

12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

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

12. **DOCUMENTS.**

13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.

13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs,

or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

13. **RECORDS.**

14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.

14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.

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

14. **TERMINATION.**

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

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

15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

15. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

16. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.

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

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	MRW Design Associates Inc. 73 E 100 S St. George, Utah 84770
Attention:	City Attorney	Attention:	Jeff Mathis
Copy:	legal@sgcity.org		

19. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agrees that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

20. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses 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.

21. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

22. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and

regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

23. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

24. **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.

25. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

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

27. **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.

28. **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.

29. **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.

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

combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

31. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

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

CITY OF ST. GEORGE	MRW DESIGN ASSOCIATES INC.
Michele Randall, Mayor	Jeff Mathis, Architect
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Daniel Baldwin, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the "City") and the following individual or entity ("Contractor") to the extent that it does not conflict with any provisions in this Agreement. If there are any conflicts between the Agreement and the Scope of Services, the terms of the Agreement apply.:

Name: MRW Design Associates Inc.

Address: 73 E 100 S, St. George, Utah 84770

Email: jm@mrwdesign.com Phone Number: 435-628-2377

Scope of Services and/or Deliverables by Contractor:

- Retainer/Preliminary Design
- Design Development
- Construction Documents
- Plan Review/Permitting
- Construction Support

Compensation: City shall pay Contractor the following sum:

- $229,000.00

Date: February 10, 2025

To: City of St. George Utah

Subject: Agreement for Design, Construction Documents for the Re-development of the Dixie Sunbowl

Contact: Shane Moore
1-435-703-1489
shane.moore@sgcity.org

INTRODUCTION

This Agreement is based upon MRW Design providing and completing architectural design and consulting engineering (mechanical, electrical, plumbing) and documents for the construction of a new Sunbowl Arena in St. George City Utah. The purpose of our services will be to prepare the arena plans including all the documents which will be required to submit to the city for the review of plans to obtain a building permit and provide construction support during the building process.

SCOPE OF WORK

The scope of work involves designing and preparing design and construction documents, including drawings, consulting engineering, pertinent specifications, for the construction of this project as described in “Introduction” above. Preliminary designs have been previously prepared under a separate agreement and those Preliminary designs are the basis for moving forward with the this full design.

Based upon owner approval of the preliminary plans, complete arena plans will be prepared, including floor plans, elevations, building sections, roof plan, and building details. The building design will be reviewed and completed in conjunction with the owner. A full specification will not be provided. Pertinent specifications shall be indicated as needed on the plans.

Consulting Engineering will be prepared, including mechanical, electrical, and plumbing plans. The plans will be completed to the requirements of the owner and in coordination with owner’s fixtures/equipment, including all preliminary designs, plan reviews, and building permit approvals. Sheet specifications shall be provided on the drawings for use in construction of the new facility.

Structural Engineering and coordination with the metal bleacher supplier is included.

Site Civil Engineering is included and shall be coordinated to comply with the City’s requirements. Special inspections and during construction testing services are not included as a part of this proposal. These items shall be included in the bidding documents, under the control of the general contractor or owner.

Interior design including color and material selection shall not be provided as a part of this proposal. Our plans shall include a finish schedule with typical, generic, performance-

based specifications on finishes. Information on any specific specialty materials, colors, or finishes which may be required shall be provided to MRW by the owner for inclusion in the plans.

Construction questions and clarifications are included to assist the contractor during construction. Any change to the plans or design requested by the contractor/owner after preliminary approval and after city permitting is not included and shall be negotiated prior to completion. Changes are considered "Additional Services" and are negotiated base on the "hourly rate fee schedule."

Electronic copy (PDF) of construction documents are included within this Agreement. Printed hard copies are not included. Printed copies can be provided at owner request and expense (industry standard printing rates).

SCHEDULE:

Once authorized to proceed and initial payment is made, we will proceed with the Scope of Work promptly and complete the work within a reasonable time frame. Any written or verbal time estimates are estimates only.

FEE PROPOSAL AND STATEMENT OF TERMS:

Our services will be invoiced monthly with one final bill to be invoiced upon completion of the work provided within the Scope of Work. Fees are based upon the Scope of Work and allocation within the following categories as shown below.

Phase	Percent Breakdown		Fee
Retainer/Preliminary Design	10%	$	26,500.00
Design Development	25%	$	56,250.00
Construction Documents	50%	$	112,500.00
Plan Review/Permitting	10%	$	22,500.00
Construction Support	5%	$	11,250.00
Total Fees for the scope of work as listed above:		**$**	**229,000.00**

MRW Design reserves the right to renegotiate, modify and/or reissue the values, scope of work and all information included in this document if this proposal has not been accepted within thirty (30) days.

If the project is suspended for more than three months or abandoned in whole or in part, MRW Design shall be compensated for services performed prior to receipt of written notice from the Client of suspension and/or abandonment.

Payments may be made by credit card for an additional fee of 4% of the amount charged. This additional fee will be charged at the time of credit card payment.

HOURLY RATE FEE SCHEDULE:

HOURLY FEE JOB DESCRIPTION:	RATE
Principal Architect	$150.00/hour
Principal Engineer	$150.00/hour
Project Architect or Engineer	$125.00/hour
Structural Engineer	$150.00/hour
Project Manager	$95.00/hour
Designer Drafter	$85.00/hour
Administrative Assistant	$65.00/hour

EXCLUSIONS

Subdividing/platting of property;
Coordinating with Flood Plain;
Any required Title Insurance or Title research work;
Geotechnical Report;
Testing/Special Inspections during Construction;
Traffic Study if Required;
Interior Design and selection of finishes, fixtures, equipment;
Special Acoustical design/consulting;
Specialty Audio Visual design/consulting;
Fire Protection and Alarm Systems;
Security/A/V/Access controls;
Local, State, or Federal licensing/accreditation;
Health Department submittal for Food Service;
Permitting/application, submittal and impact fees to the City;

AGREEMENT AND AUTHORIZATION

MRW Design Associates, Inc. hereby agrees to complete the engineering and architectural design services outlined in the SCOPE OF WORK section of this document:

Work will be completed as outlined within the FEE PROPOSAL section of this document. The termination fees and approved additional work which may be requested will be completed and/or billed on a time and materials basis in accordance with the HOURLY RATE FEE SCHEDULE listed above.

AUTHORIZATION TO PROCEED: Execution of this Agreement by the CLIENT will authorize MRW DESIGN ASSOCIATES, INC. to proceed with the work described within the SCOPE OF WORK, unless otherwise provided for in this agreement.

PAYMENT AND BILLING SCHEDULE: Invoices will be presented MONTHLY based on the percent of completion of each phase of the work. Payment must be made with **15** days of the date of the invoice. If payment is not made, work will not continue on the project until past due amounts are paid in full to the current level of the billings and work performed.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and/or attached to, the day and year first above written. (Please acknowledge the **General Conditions ("Attachment I")** with this document by initialing the bottom of the page.)

MRW Design Associates:

Jeff Mathis, Architect Jeff Mathis Date: 2-10-2025

Date:

The City of St. George (Owner/Client):

-ATTACHMENT I -

General Conditions

Section 1 - Right of Entry

CLIENT shall provide for MRW DESIGN ASSOCIATES' right to enter from time to time property owned by CLIENT and/or other(s) in order for MRW DESIGN ASSOCIATES to fulfill the scope of services described herein. MRW DESIGN ASSOCIATES will take reasonable precautions to minimize any damage to the Site; however, CLIENT acknowledges that during the normal course of the performance of MRW DESIGN ASSOCIATES' services, some damage to the Site may occur. Accordingly, CLIENT waives any claim against MRW DESIGN ASSOCIATES, and agrees to defend, indemnify, and hold MRW DESIGN ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials.

Section 2 - Information Provided by Others

MRW DESIGN ASSOCIATES shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to MRW DESIGN ASSOCIATES such information as is available to CLIENT. CLIENT recognizes that it is impossible for MRW DESIGN ASSOCIATES to assure the sufficiency or accuracy of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.

CLIENT shall immediately notify MRW DESIGN ASSOCIATES in writing of any data, information, or knowledge in the possession of or known to CLIENT relating to the subsurface conditions existing at the Site and shall provide MRW DESIGN ASSOCIATES with the location, size and depth of any and all underground tanks, piping, or structures existing upon the Site.

Accordingly, CLIENT waives any claim against MRW DESIGN ASSOCIATES, and agrees to defend, indemnify, and hold MRW DESIGN ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to MRW DESIGN ASSOCIATES by CLIENT. Further, CLIENT agrees to compensate MRW DESIGN ASSOCIATES for any time spent or expenses incurred by MRW DESIGN ASSOCIATES in defense of any such claim, with such compensation to be based upon MRW DESIGN ASSOCIATES' prevailing fee schedule and expense reimbursement policy.

Section 3 - Ownership of Instruments of Service

All reports, building plans, field data, field notes, final and preliminary plans, calculations, estimates and other documents prepared by MRW DESIGN ASSOCIATES shall remain the property of MRW DESIGN ASSOCIATES.

CLIENT shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by MRW DESIGN ASSOCIATES; provided, however, that the information shall not be used or relied upon by any party other than CLIENT, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided.

CLIENT's right to the use of the information is expressly conditioned upon CLIENT's prompt payment to MRW DESIGN ASSOCIATES of all sums due under the CLIENT/MRW DESIGN ASSOCIATES agreement. In the event of CLIENT's nonpayment or partial payment of said amounts, CLIENT agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to MRW DESIGN ASSOCIATES upon demand.

MRW DESIGN ASSOCIATES shall retain permanent records relating to the MRW DESIGN ASSOCIATES services for a period of five (5) years following completion of MRW DESIGN ASSOCIATES' contract, during which period the records will be made available to CLIENT upon reasonable notice given by CLIENT and upon payment to MRW DESIGN ASSOCIATES of an amount sufficient to reimburse MRW DESIGN ASSOCIATES for its necessary and reasonable expenses in making said records available.

Section 4 - Standard of Care

Services performed by MRW DESIGN ASSOCIATES under the agreement to which these General Conditions are a part will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, building plan, document, or otherwise.

Where MRW DESIGN ASSOCIATES' services involve field observation it is agreed:

a. That in the event MRW DESIGN ASSOCIATES is to provide periodic observation, CLIENT acknowledges that MRW DESIGN ASSOCIATES cannot be responsible for any work performed at a time or times when MRW DESIGN ASSOCIATES was not performing its observation services. MRW DESIGN ASSOCIATES will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by MRW DESIGN ASSOCIATES during the course of construction.

b. That where MRW DESIGN ASSOCIATES' services include continuous observation, CLIENT agrees not to allow grading, filling, or compaction to be performed at any time or times when MRW DESIGN ASSOCIATES is not physically present upon the Site and shall restrict the amount and extent of such grading, filling, and compaction to that which can be properly observed by MRW DESIGN ASSOCIATES personnel present on the Site.

c. That in the event MRW DESIGN ASSOCIATES is to conduct exploratory borings or trenches for CLIENT, CLIENT acknowledges that the accuracy of said explorations relates only to the specific location in which the exploration itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance.

Section 5 - Limitation of Liability

CLIENT shall defend and save harmless MRW DESIGN ASSOCIATES, its officers, directors, agents, and employees from all liability, claims and demands, arising from personal injuries including disease and death, property loss or damage, injury to others (including personnel of CLIENT, MRW DESIGN ASSOCIATES, or third parties performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of MRW DESIGN ASSOCIATES' services, except where such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of MRW DESIGN ASSOCIATES.

Section 6 - Discovery of Unanticipated Hazardous Materials

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. MRW DESIGN ASSOCIATES and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MRW DESIGN ASSOCIATES and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for MRW DESIGN ASSOCIATES to take immediate measures to protect human health and safety, and/or the environment. MRW DESIGN ASSOCIATES agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be

encountered. CLIENT encourages MRW DESIGN ASSOCIATES to take any and all measures that in MRW DESIGN ASSOCIATES' professional opinion are justified to preserve and protect the health and safety of MRW DESIGN ASSOCIATES' personnel and the public, and/or the environment, and CLIENT agrees to compensate MRW DESIGN ASSOCIATES for the additional cost of such work. In addition, CLIENT waives any claim against MRW DESIGN ASSOCIATES, and agrees to indemnify, defend, and hold MRW DESIGN ASSOCIATES harmless from any claim or liability for injury or loss arising from MRW DESIGN ASSOCIATES' encountering of unanticipated hazardous materials or suspected hazardous materials. CLIENT also agrees to compensate MRW DESIGN ASSOCIATES for any time spent and expenses incurred by MRW DESIGN ASSOCIATES in defense of any such claim, with such compensation to be based upon MRW DESIGN ASSOCIATES' prevailing fee schedule and expense reimbursement policy.

Section 7 - Buried Utilities

MRW DESIGN ASSOCIATES will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the Site's surface as required by the scope of work section of the contract. CLIENT recognizes that MRW DESIGN ASSOCIATES' research may not identify all subsurface utility lines and man-made objects, and that the information upon which MRW DESIGN ASSOCIATES relies may contain errors or may not be complete. CLIENT agrees to waive any claim against MRW DESIGN ASSOCIATES, and to defend, indemnify and hold MRW DESIGN ASSOCIATES harmless from any claim or liability for injury or loss allegedly arising from MRW DESIGN ASSOCIATES' damaging underground utilities or other man-made objects that were not called to MRW DESIGN ASSOCIATES' attention or which were not properly located on plans furnished to MRW DESIGN ASSOCIATES.

Section 8 - Jobsite Safety

MRW DESIGN ASSOCIATES shall be responsible for its activity and that of its employees on the Site. However, the CLIENT, its general contractor or any of its subcontractors shall maintain a safe jobsite. MRW DESIGN ASSOCIATES' services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Section 9 - Confidentiality

MRW DESIGN ASSOCIATES shall hold all information provided to it by CLIENT and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Section 10 - Insurance

MRW DESIGN ASSOCIATES represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, MRW DESIGN ASSOCIATES shall provide to CLIENT certificates as evidence of the aforementioned insurance.

Section 11 - Payment and Collection Terms

Progress invoices will be issued for all work performed under this agreement. Invoices are due and payable on receipt. All invoices are considered past due on the 15th calendar day following the date of invoice. In the event payment is not made when due, a 1.5% (18% APR) finance charge, or the maximum rate allowed by state law, will be assessed monthly, together with reasonable collection fees, lien fees and attorney fees with or without suit, until paid.

A "Stop Work Order" may be issued if any invoice exceeds *15 days* past due.

The Federal Truth in Lending Act requires prompt correction of billing errors. To preserve CLIENT'S rights under these Acts, CLIENT should follow steps outlined below if it is felt a bill is incorrect or more information is needed about an item on an invoice:

a. CLIENT should not write on the invoice. The following information should be written on a separate sheet of paper (*a telephone inquiry may be made, but a phone call will not preserve the CLIENT'S rights under this law*):

1) CLIENT'S name and the project number.

2) A description and of the error. If more information is needed, CLIENT should explain the item not sure about and ask for evidence of the charge. CLIENT should not send in his copy of the invoice unless a duplicate copy has been made for his records.

3) The dollar amount of the suspected error.

4) Any other information CLIENT feels will help.

b. CLIENT must send the billing error notice to MRW DESIGN ASSOCIATES, 251 Hilton Drive #202, St. George, UT 84770. The notice must be mailed early enough to reach the office of MRW DESIGN ASSOCIATES *within 35 days after the date of the invoice.*

c. MRW DESIGN ASSOCIATES will acknowledge all letters pointing out possible errors within *30 days of receipt, and* will either correct the error or explain why the billing is correct. Once MRW DESIGN ASSOCIATES has explained the bill and CLIENT still believes that there is an error, MRW DESIGN ASSOCIATES has no further obligation to CLIENT except as provided in Paragraph "f" below.

d. After MRW DESIGN ASSOCIATES has been notified, no collection (legal or otherwise) will be imposed with respect to the disputed amount. Periodic statements may be sent to CLIENT and the disputed amount can be applied against CLIENT'S credit limit. CLIENT will not be threatened with damage to his credit rating or sued for the amount in question, nor will the disputed amount be reported to a credit bureau as delinquent until all charges have been verified. *However,* ***CLIENT remains obligated to pay the uncontested portions of his billing.***

e. If it is determined that MRW DESIGN ASSOCIATES has made a mistake on the bill in question, CLIENT will not pay finance charges on any disputed amount during the interim. Time will be given to CLIENT to pay under normal payment procedures before assessing finance charges. If MRW DESIGN ASSOCIATES has not made an error, CLIENT may be assessed finance charges on the disputed amount, and will make up any missed payments. Unless CLIENT has agreed that the bill was correct, MRW DESIGN ASSOCIATES will send CLIENT a written notification of what is owed.

f. NOT USED.

g. In the event MRW DESIGN ASSOCIATES fails to follow these terms/rules, MRW DESIGN ASSOCIATES will forfeit the first $50 of the disputed amount and finance charges even if the billing is correct.

h. Should CLIENT have a problem with any service provided by MRW DESIGN ASSOCIATES and fail to clearly identify his concerns within 35 days of the date of invoice, CLIENT is fully responsible for all charges including finance charges and fees associated in collecting the amount owed.

Section 12 - Termination

CLIENT shall have the right to terminate this agreement in whole, or from time to time, in part, upon delivery to MRW DESIGN ASSOCIATES of a Notice of Termination specifying the extent to which performance of services under this contract is terminated, and the date upon which termination becomes effective. In the event the agreement is terminated by CLIENT prior to full performance by MRW DESIGN ASSOCIATES, MRW DESIGN ASSOCIATES shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/10/2025

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

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

PRODUCER	CONTACT NAME: Kaleb DeMille	
Main Street Insurance 780 N 2860 E STE 101 St George UT 84790	PHONE (A/C, No, Ext): (435) 674-2221	FAX (A/C, No):
	E-MAIL ADDRESS: kaleb@msiagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : US SPECIALTY INS CO	29599
INSURED MRW Design Associates 251 W. Hilton Drive, Suite 202 St George UT 84770	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors and Omissions			USS2535348	01/09/2025	01/09/2026	GC General Aggregate DefenseLimitInside	3,000,000 3,000,000

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

Project: Sunbowl.

CERTIFICATE HOLDER

City of St George

175 E 200 N

St George UT 84770

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kaleb DeMille

© 1988-2015 ACORD CORPORATION. All rights reserved.







Agenda Date: 03/04/2025 **Agenda Item Number:** 2b

Subject:

Consider approval of an Amendment to Master Deed Restrictions and Housing Agreement for The Point (Friends of Switchpoint, Inc) Affordable Housing Project.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: Friends of Switchpoint

Reference Number: N/A

Address/Location:

999 E Red Hills Parkway

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

A Development Agreement and Master Deed Restrictions were recorded in 2022 to guarantee low income housing within the City.

Staff Narrative (need/purpose):

In 2022, the City entered into a development agreement and master deed restriction for a project to be known as The Point which is a low income housing project. As contemplated, the owner, Friends of Switchpoint, are now ready to construct phase 2 of the project which is a new building with 60 1-bedroom low income units. The project has obtained Low Income Housing Tax Credit financing but needs to transfer the property to a new entity for the duration of the financing. Friends of Switchpoint will be a partial owner and the manager during this time period. The current deed restrictions have a right of first refusal in favor of the City if the property is transferred. The owners now seed to ensure that the transfer for purposes of financing will not trigger that first right of refusal.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

WHEN RECORDED, RETURN TO:

City of St. George
175 E. 200 N.
St. George, Utah 84770
Tax Parcel No.: SG-1328-A-3-N.

AMENDMENT TO MASTER DEED RESTRICTIONS AND HOUSING AGREEMENT FOR THE POINT (FRIENDS OF SWITCHPOINT, INC.) AFFORDABLE HOUSING PROJECT

THIS AMENDMENT TO MASTER DEED RESTRICTIONS AND HOUSING AGREEMENT FOR THE POINT (FRIENDS OF SWITCHPOINT, INC.) AFFORDABLE HOUSING PROJECT (this "Amendment") is made and entered into as of the ____ day of February, 2025, by and between Friends of Switchpoint, Inc., a Utah nonprofit corporation ("Original Developer"), and the City of St. George, a Utah municipal corporation ("City") The City and Developer may be referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms that are defined in the Agreement, as defined below, shall have the same meanings assigned to them in the Agreement.

RECITALS

A. On February 4, 2022, the City and Original Developer entered into the Master Deed Restrictions and Housing Agreement for The Point (Friends of Switchpoint, Inc.) Affordable Housing Project (the "Agreement") with regard to the development of an affordable housing project on the property described on Exhibit A attached hereto (the "Property"). The Agreement was recorded as Entry No. 20220008881 in the official records of the Washington County Recorder.

B. In order to obtain financing for the development of the Property as contemplated in the Agreement, Original Developer intends to convey the Property to The Point at Red Hills, LLC, a Utah limited liability company (the "Company"), whereupon the Company will assume the rights and obligations of Original Developer under the Agreement.

C. Original Developer has organized the Company in order to obtain necessary funds to develop the Property as contemplated by the Agreement, and has appointed The Point at Red Hills GP, LLC, a Utah limited liability company that is wholly-owned by Original Developer, as the managing member of the Company. The other members of the Company will be U.S.A. Institutional Red Hills LLC, a Delaware limited liability company (the "Investor Member") and TRGHT, Inc., a Delaware corporation (the "STC Special Member"). The Investor Member and the STC Special Member are making an investment in the Company in order to receive Federal and Utah State Low-Income Housing Tax Credits ("LIHTC") credits available to low income affordable housing projects under Title 42 of the United States Internal Revenue Code and Section 59-7-607, Utah Code Annotated.

D. The Parties desire to amend the Agreement in order to meet the requirements of the Investor Member and the STC Special Member in connection with their investment in the Company and to enable the Original Developer to acquire the Project pursuant to the options granted to the Original Developer in the Right of First Refusal/Purchase Option Agreement among the Company, the Original Developer, the

Investor Member and the STC Special Member without being subject to the City's Right of First Refusal set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees as follows:

1. Section 14 of the Agreement is hereby deleted and replaced with the following:

> 14. Transfer or Sale and Right of First Refusal. The City reserves for itself, during the Term, an assignable option to have the first right to purchase the Project within sixty (60) days after receiving notice of any written offer which Developer wishes to accept (the "Offer") to purchase the Project ("Offer Date") is received by Developer. Developer shall be obligated to immediately notify the City of any Offer as set forth below. After receipt of said notice, the City shall have 60 days to notify Developer of its intent to exercise its option. If the City or its assignee elects to exercise the option, the City or its assignee shall complete the acquisition of the Project by paying to Developer the purchase price first offered by a third party. In the event the City chooses not to exercise its option as set forth above, the option shall automatically terminate without further need of any notice. Failure of the City to exercise its option under this Section in no way terminates this Agreement or alters the restrictions herein. The Parties acknowledge and agree that (i) the transfer of the Property from the Original Developer to the Company as contemplated; and (ii) the exercise by the Original Developer of their rights to acquire the Property as provided in the Right of First Refusal/Purchase Option Agreement between the Company, the Original Developer, the Investor Member and the STC Special Member shall not be deemed to be an Offer subject to the City's rights under this Section 14. The Parties further agree that notwithstanding any other agreement, any other transfer by sale or otherwise shall be considered an "Offer" subject to this Right of First Refusal.

2. The following Section 32 is hereby added to the Agreement:

> 32. Notice to Investor Member and STC Special Member. Upon transfer of the Property to the Company, the City agrees to provide the Investor Member and the STC Special Member with a copy of any written notice it provides to Developer alleging any default by the Developer in performance of any of its obligations under the Agreement or other obligations in connection with the Project, and to provide Investor Member and the STC Special Member a period of at least thirty (30) days after the Investor Member and the STC Special Member have received any such written notice to cure each such default before the City will exercise any rights or remedies available to it under the Agreement, or such other documents in connection with the Project, or otherwise at law or in equity. Such notice shall be in writing and shall be delivered in accordance with Section 15 hereof, addressed as follows:
>
> USA Institutional Red Hills LLC
> c/o TRGHT, Inc.
> 777 West Putnam Avenue
> Greenwich, Connecticut 06830
> Attn: David A. Salzman

TRGHT, Inc.
777 West Putnam Avenue
Greenwich, CT 06830
Attention: General Counsel

3. Effect of Amendment. Other than as specifically amended herein by this Amendment, the Agreement shall remain in full force and effect.

4. Counterpart Signatures. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by and through their respective, duly authorized representatives as of the day and year first herein above written.

CITY OF ST. GEORGE

_____
Michele Randall, Mayor

Attest:

_____
Christina Fernandez, City Recorder

STATE OF UTAH)
) ss.
WASHINGTON COUNTY)

On the day of February 2025, personally appeared before me, Michele Randall, the signer of the foregoing instrument, who being duly sworn, did say that she is the Mayor of the City of St. George, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said corporation by Michele Randall.

_____
Notary Pubic

FRIENDS OF SWITCHPOINT, INC.

By: _____
Carol Hollowell, Executive Director

STATE OF UTAH)
) ss.
WASHINGTON COUNTY)

On the ___ day of February 2025, personally appeared before me, Carol Hollowell, the signer of the foregoing instrument, who being duly sworn, did say that she is the executive director of Friends of Switchpoint, Inc., a Utah non-profit corporation, and that the foregoing instrument was signed on behalf of said corporation.

_____
Notary Pubic

EXHIBIT "A"
(Property Legal Description)

That certain real property located in the County of Washington, State of Utah, and more particularly described as follows:

> The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:
>
> Beginning at a point North 257.14 feet along the block line from the Southeast corner of Block 82, Plat "B", St. George City Survey & running thence North 286.26 Feet; thence West 225.00 feet; thence South 290.13 feet; thence S. 89°38'E. 167.85 feet to a point of a 310.00 foot radius curve to the left; thence Easterly 57.45 feet along the arc of said curve to the point of beginning.

Tax Parcel No.: SG-1328-A-3-N.

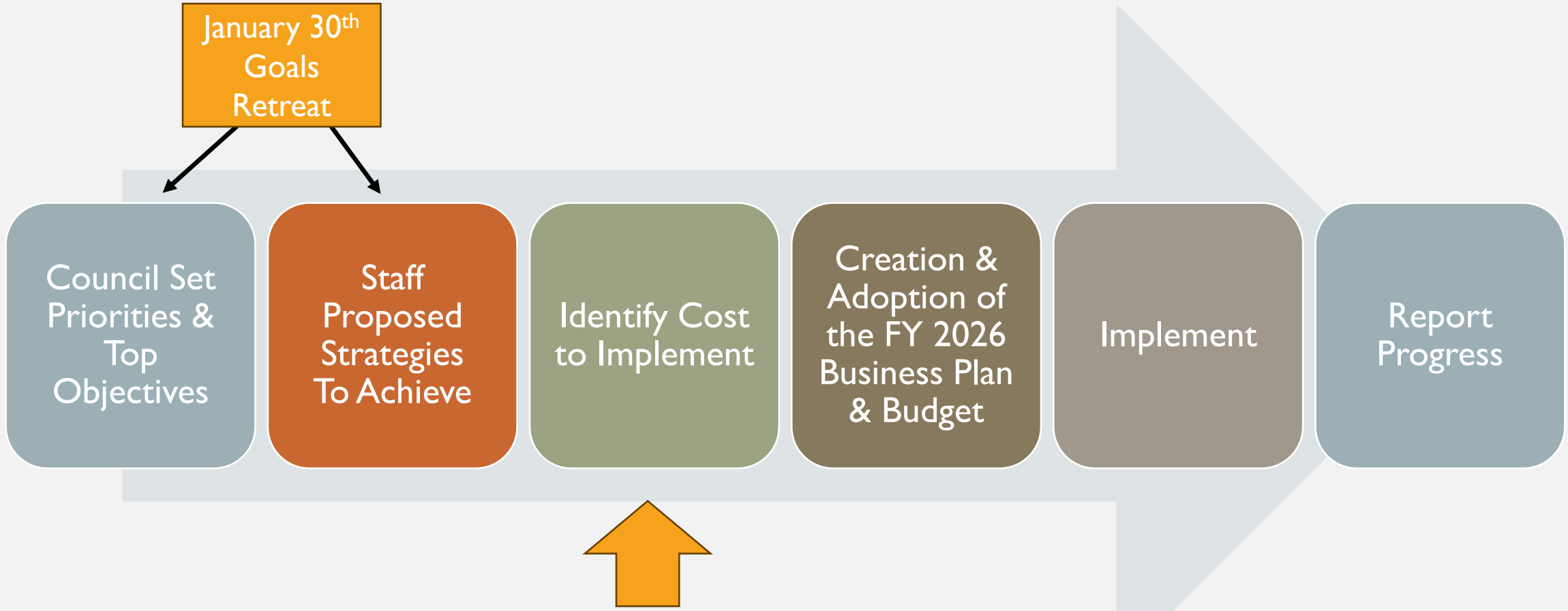

FY 2026 City Council
Budget Retreat
THE BRIGHTER SIDE

AGENDA

- Welcome
- FY 2026 Priorities & Objectives
- Economic & Budget Overview
- FY 2026 Budget Proposals by Council Priority
- Council Feedback and Discussion
- Day Recap & Next Steps
- Closing Comments

FY 2026 COUNCIL PRIORITIES & KEY OBJECTIVES

FY 2026 Budget Process Focus



COUNCIL FY 2026 PRIORITIES



Preserve and Improve Public Infrastructure & Transportation



Maintain and Improve Basic Core Municipal Services



Financial Stability & Resiliency



Strengthen Communication with Citizens, Businesses & Stakeholders



Develop and Improve the City's Recreational Trails and Opportunities



Community Safety & Security



Preserve and Expand Existing Businesses and Attract New Businesses



Maintain a Highly Qualified Workforce



Maintain the Integrity of Existing Neighborhoods

FY 2026 BUDGET COUNCIL PRIORITIES



PRESERVE AND IMPROVE PUBLIC INFRASTRUCTURE & TRANSPORTATION. IMPROVING TRAFFIC FLOW & MOBILITY.

Key Objectives:

- Prepare and modernize utility infrastructure to address the evolving demands of population growth, regulatory changes, and technological advancements.
- Enhance transportation flow and safety by optimizing infrastructure, addressing critical gaps, and implementing data-driven improvements
- Expand and enhance transportation options and infrastructure for the community

FY 2026 BUDGET COUNCIL PRIORITIES



COMMUNITY SAFETY & SECURITY. CONTINUE THE PUBLIC SAFETY PLAN.

Key Objectives:

- Reduce traffic accidents at major intersections
- Maintain and/or lower the fire protection classification rating (ISO) (current rating of 3)
- Enhance safety and security on trails and in parks

FY 2026 BUDGET COUNCIL PRIORITIES



MAINTAIN AND IMPROVE BASIC CORE MUNICIPAL SERVICES (PUBLIC SAFETY, INFRASTRUCTURE, STREETS, POWER, WATER AND SEWER)

Key Objectives:

- Enhance services through improved customer service and community engagement
- Optimize services through investment in new equipment and new technologies
- Replace aging city fleet to enhance efficiency and reduce maintenance costs
- Enhance services through investments in staffing
- Promote water & energy conservation and sustainability

FY 2026 BUDGET COUNCIL PRIORITIES



PRESERVE AND EXPAND EXISTING BUSINESSES AND ATTRACT NEW BUSINESSES INCLUDING UPDATING COMMERCIAL PLANS

Key Objectives:

- Improve opportunities for local businesses to work with the city
- Strengthen support for local and small businesses
- Foster Economic Diversification

FY 2026 BUDGET COUNCIL PRIORITIES



FINANCIAL STABILITY & RESILIENCY

Key Objectives:

- Enhance financial policies and practices to improve accountability, compliance, and operational efficiency
- Maintain a low property tax rate
- Continue transparency in the budget process and in financial reporting

FY 2026 BUDGET COUNCIL PRIORITIES



MAINTAIN A HIGHLY QUALIFIED WORKFORCE

Key Objectives:

- Maintain competitive pay and benefits
- Encourage the development and growth of city employees
- Improve the city's culture and reinforce employees doing great things.

FY 2026 BUDGET COUNCIL PRIORITIES



STRENGTHEN COMMUNICATION WITH CITIZENS, BUSINESSES & STAKEHOLDERS. FINISH THE WEBSITE, SHARE GOOD NEWS, EDUCATE

Key Objectives:

- Bolster awareness, interest, participation and engagement of residents, business and community leaders in city programs and activities
- Unify city communication outreach efforts under a shared philosophy
- Produce quality communication that adheres to industry best practices and standards
- Increase employee awareness and build organizational confidence in city values

FY 2026 BUDGET COUNCIL PRIORITIES



MAINTAIN THE INTEGRITY OF EXISTING NEIGHBORHOODS INCLUDING COMPLETING THE GENERAL PLAN UPDATES.

Key Objectives:

- Implement the Downtown Area Plan (DAP) (residential)
- Update the General Plan
- Implement the Downtown Area Plan (DAP) (commercial) to enhance placemaking, economic development, and support multi-modal transportation

FY 2026 BUDGET COUNCIL PRIORITIES



DEVELOP AND IMPROVE THE CITY'S RECREATIONAL TRAILS AND RECREATIONAL OPPORTUNITIES

Key Objectives:

- Ensure financial sustainability and capital growth for city golf courses
- Implement Year Two of the G.O. Bond
- Strengthen the City of St. George's Trail connectivity by linking key routes

FY 2026 FUNDING FOCUS

- The FY 2026 budget will be focused on funding the strategies that support the key objectives identified by the City Council during the January 30th Goals Retreat
- For other departmental needs that are identified today staff will be requesting the Council to identify your top 5 requests that you would like to see funded in the FY 2026 Budget. Staff will work to fund these requests as funding is available.

OTHER DEPARTMENT NEEDS

- $ for Request

COUNCIL DISCUSSION & FEEDBACK



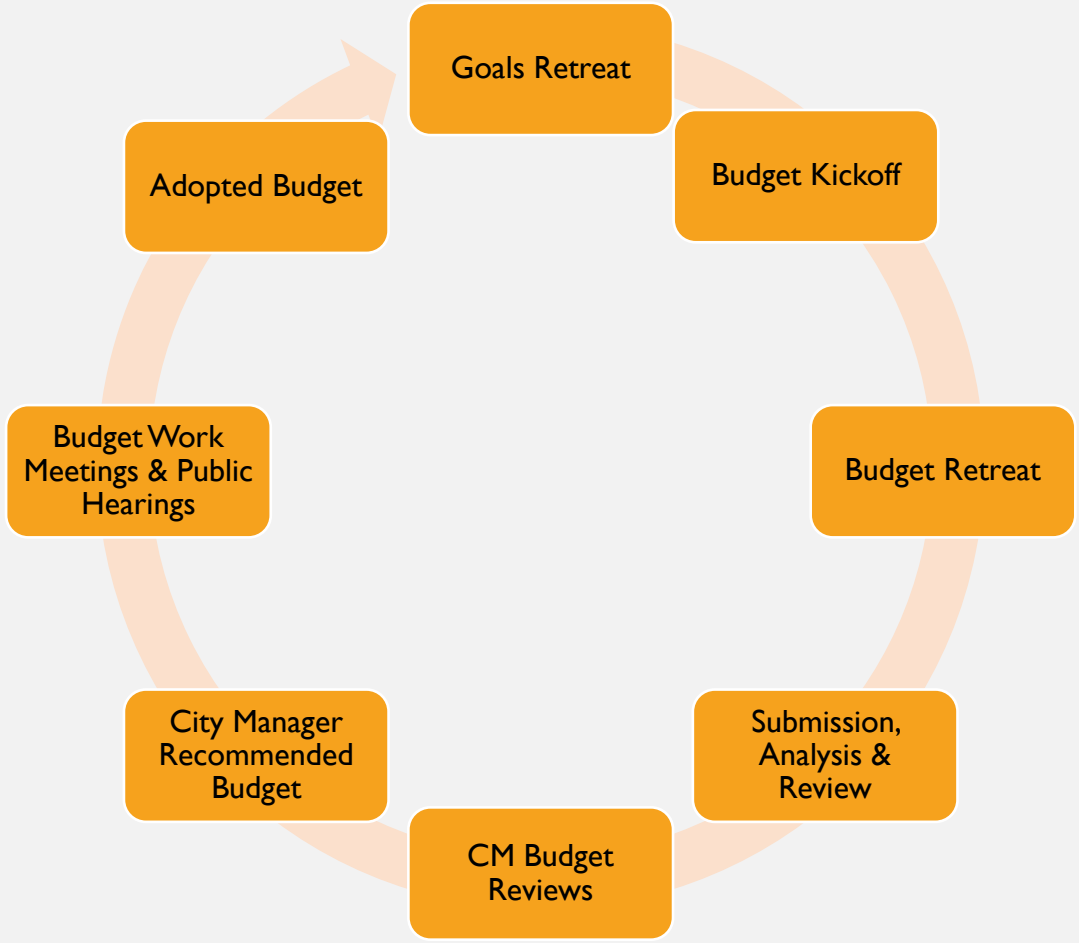
ECONOMIC & BUDGET OVERVIEW

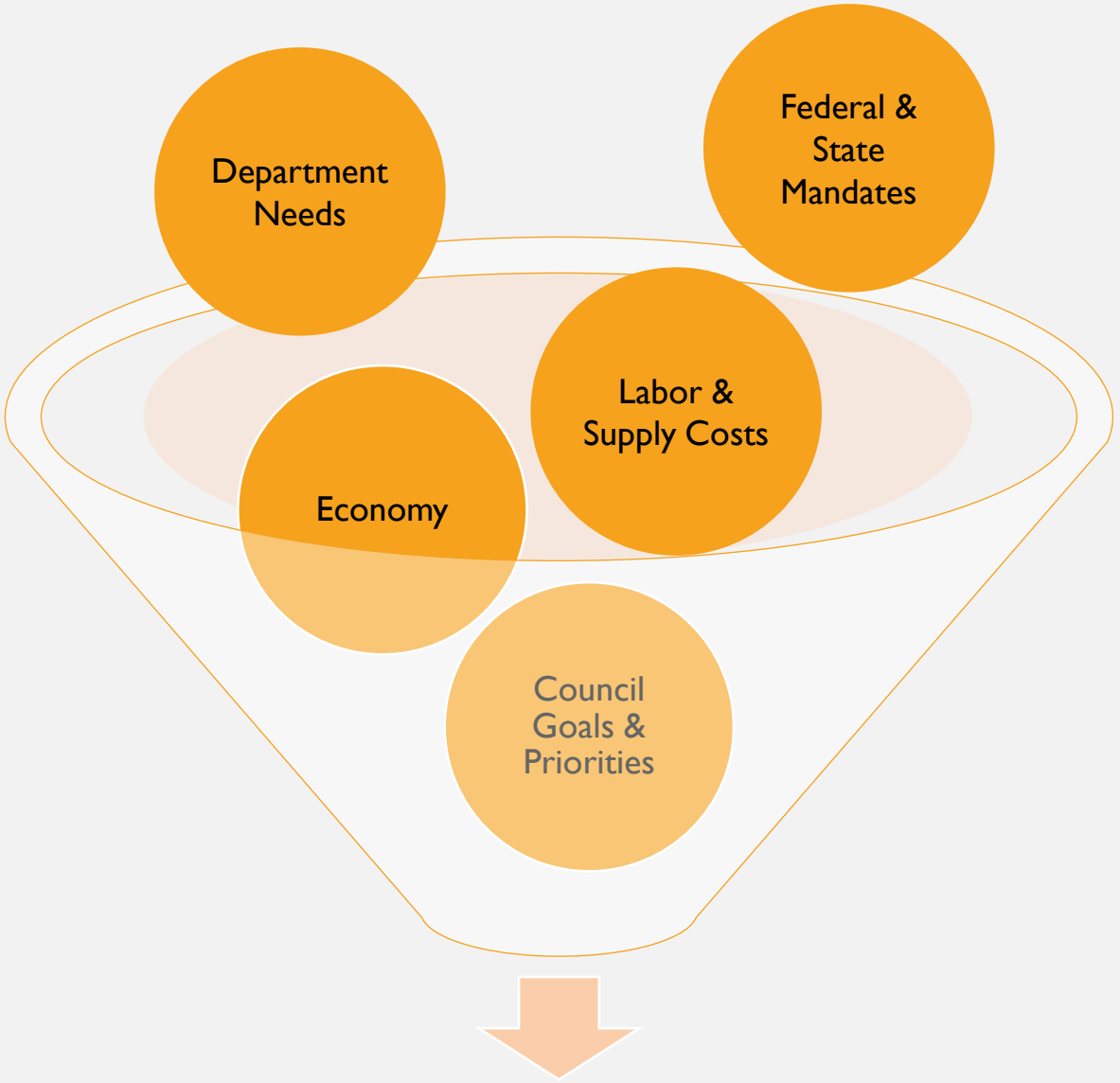
BUDGET PROCESS OVERVIEW

- **January to June.**

Process Intent:

- Determine and prioritize the needs of the community
- Identify the funding available for these needs
- Determine the direction on meeting these needs in the upcoming fiscal year
- **The budget process is outlined to mirror steps required in state code.**
- **The city must adopt a balanced budget annually by the end of June.**

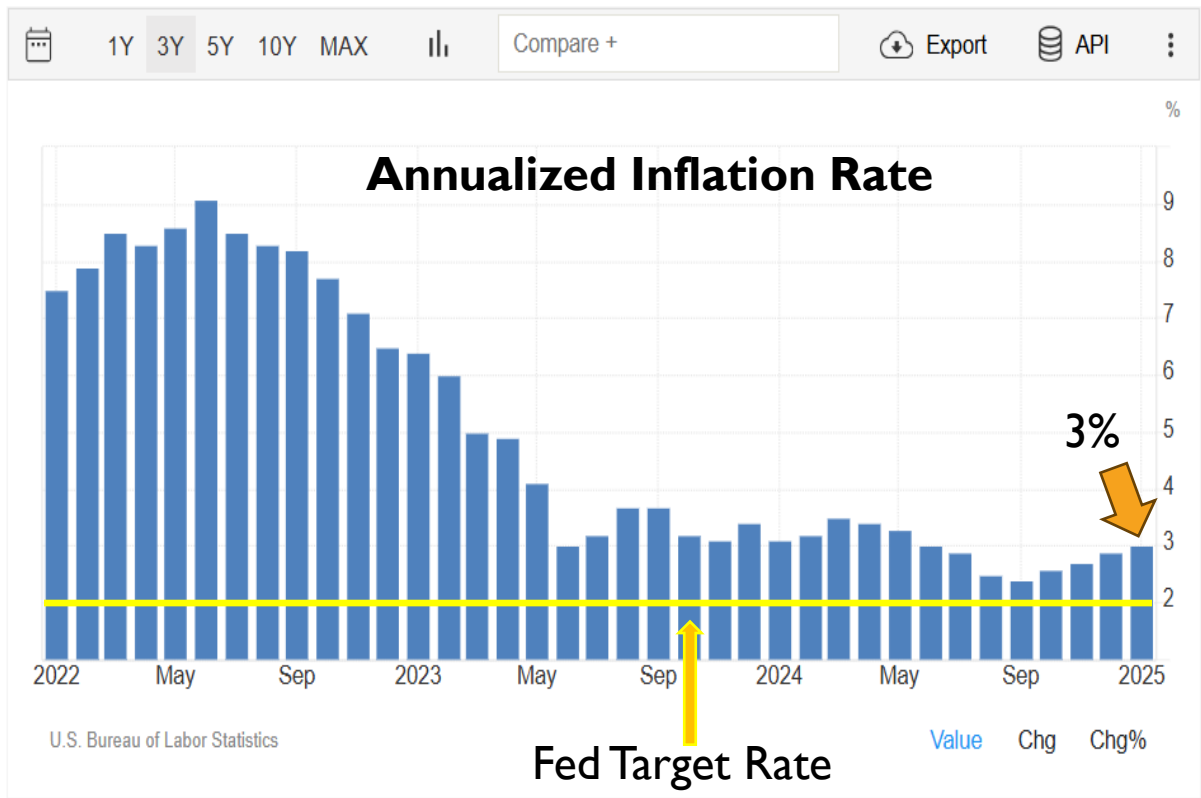




BUDGET DEVELOPMENT FACTORS

ECONOMIC OVERVIEW

ECONOMIC IMPACTS
CPI & UNEMPLOYMENT



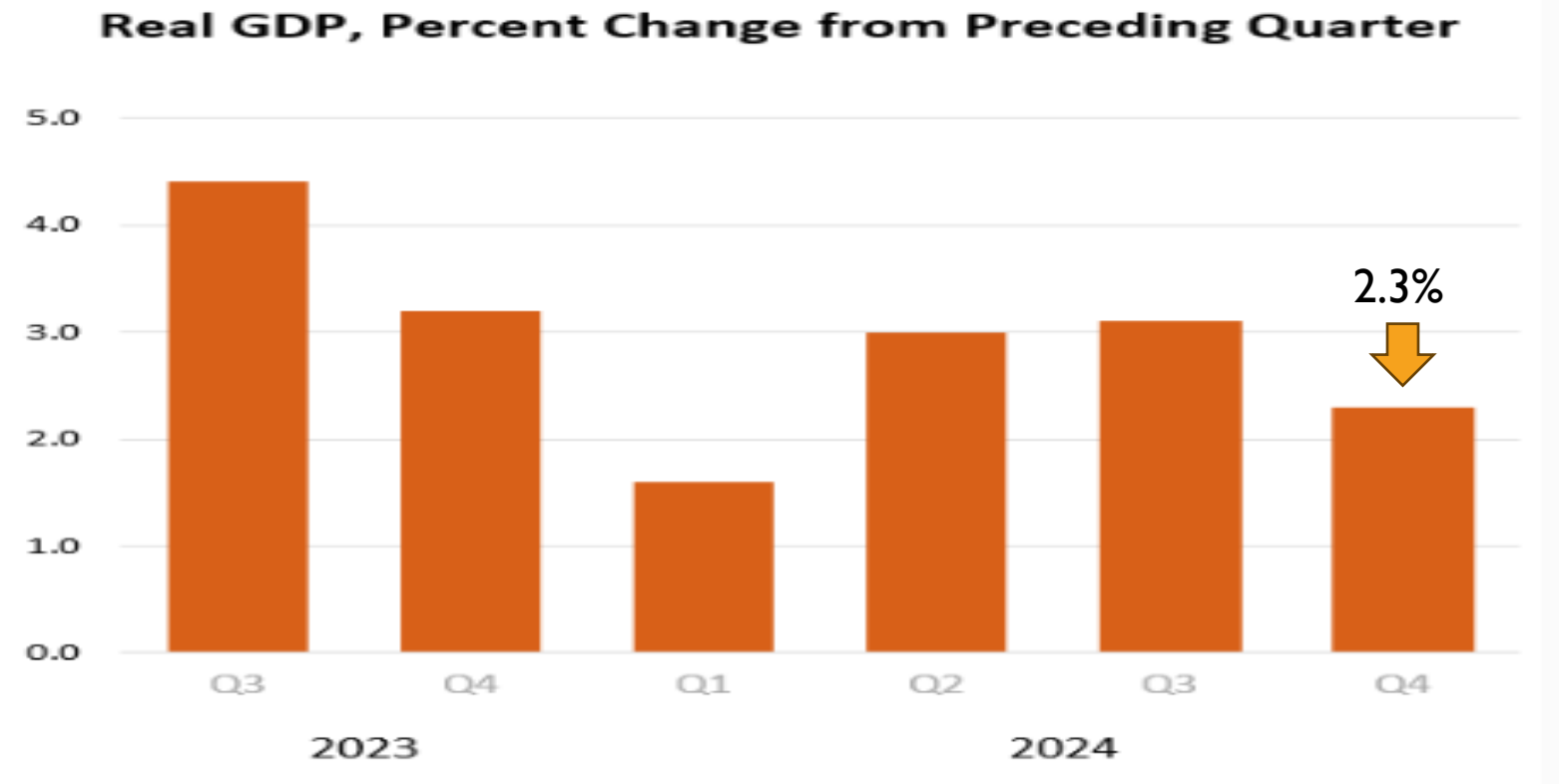
CPI at 3% annualized rate

- Fed expected to hold benchmark rate steady at 4.5%
- Higher good prices
- High interest rate environment
- Impact of tariffs?

Unemployment continues to be low at 3.5% in Utah and 4.1% Nationally

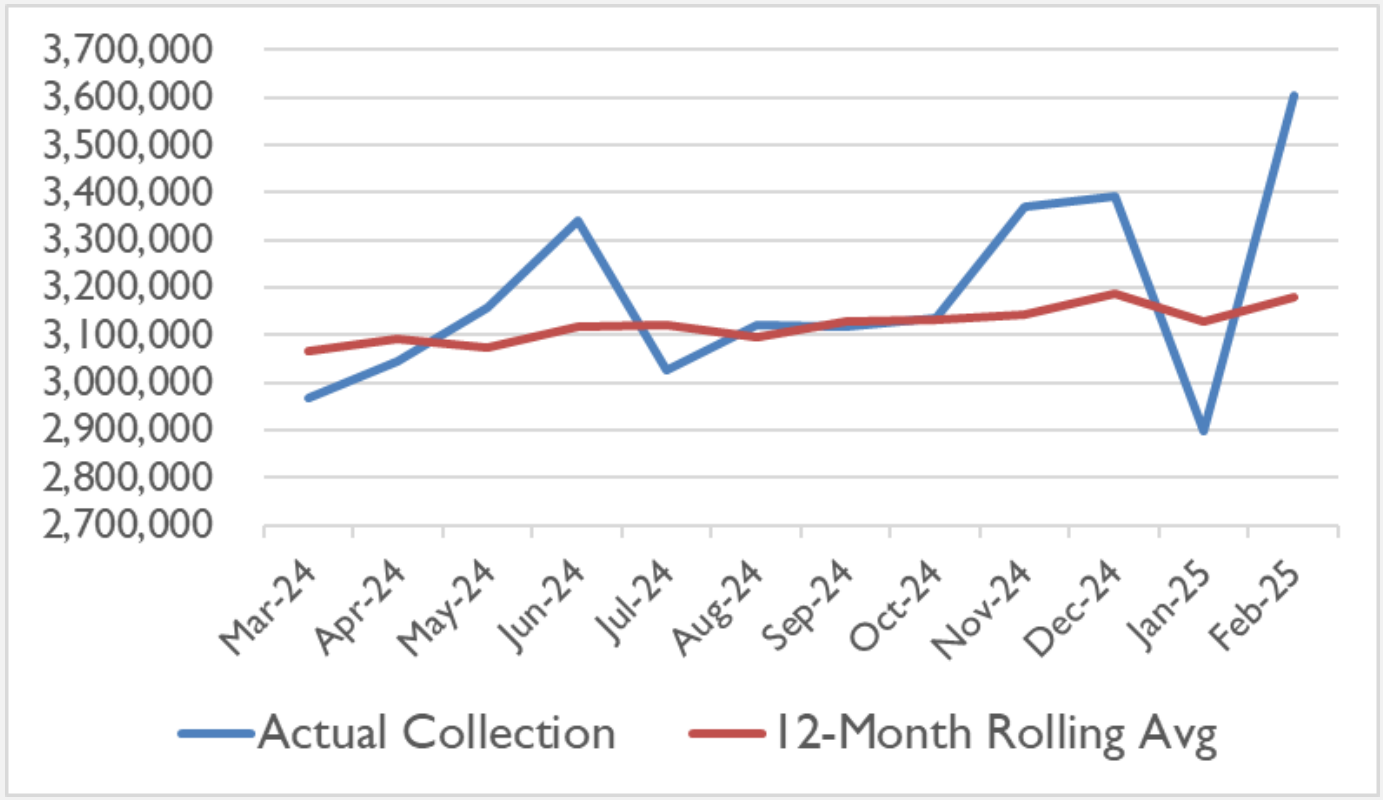
- Continues to be a tight labor market putting upward pressure on wages

ECONOMIC IMPACTS
NATIONAL GDP



GDP growth continues to be positive with a 2.3% growth rate during the last quarter

ECONOMIC IMPACTS
SALES TAX



- Huge variation month to month in collections due to state reporting changes
  - Oct +19%
  - Nov -20%
  - Dec +22%
  - Jan….????
- +5.7% year to date from prior year / +4.6% from budget

ECONOMIC IMPACTS HEADWINDS

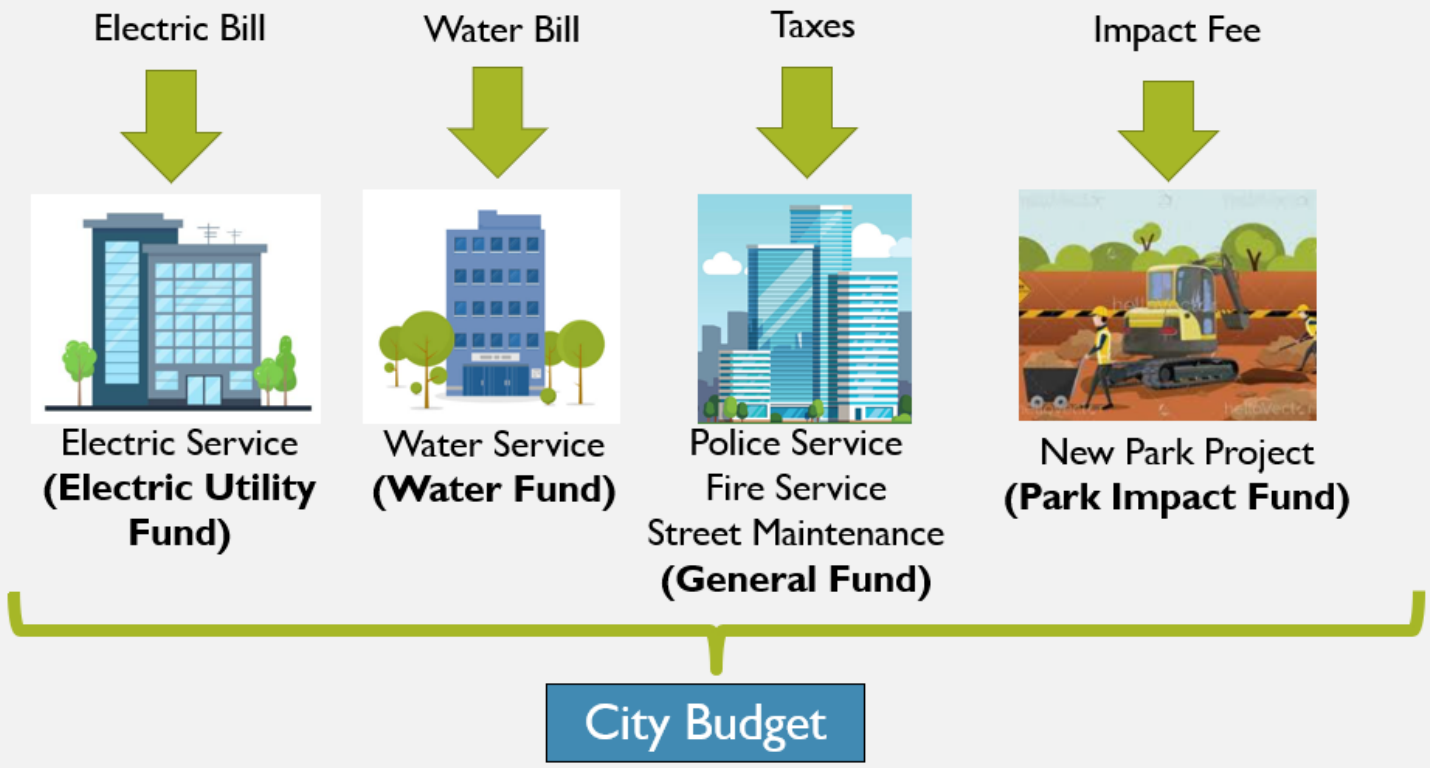
- Credit cart debt continues to grow nationally.
- High-interest rate environment
- Housing affordability

ECONOMIC OVERVIEW

- Headwinds but also positive indicators
- Development continues in the community – Costco, St. George Place, River Crossing
- Cautiously optimistic for the coming year

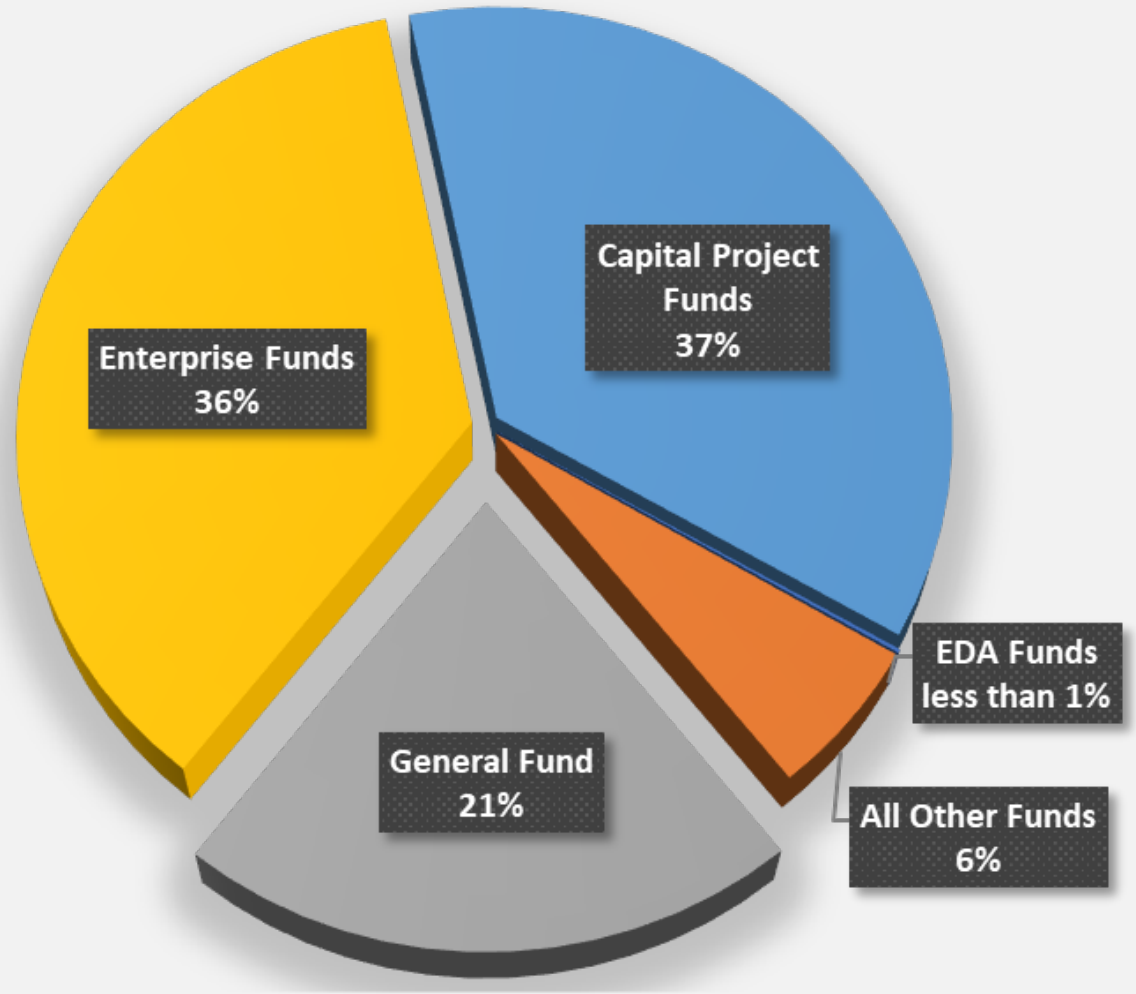
BUDGET OVERVIEW

FUND ACCOUNTING



- Separate business units.
- Established to achieve a specific purpose with own revenues and expenses.
- Over 40 different funds in the city's budget.
- Often required because of state or federal law.

CITY BUDGET STRUCTURE



General Fund

All Other Funds:

- Enterprise Funds
- Capital Project Funds
- Other Funds
- EDA Funds

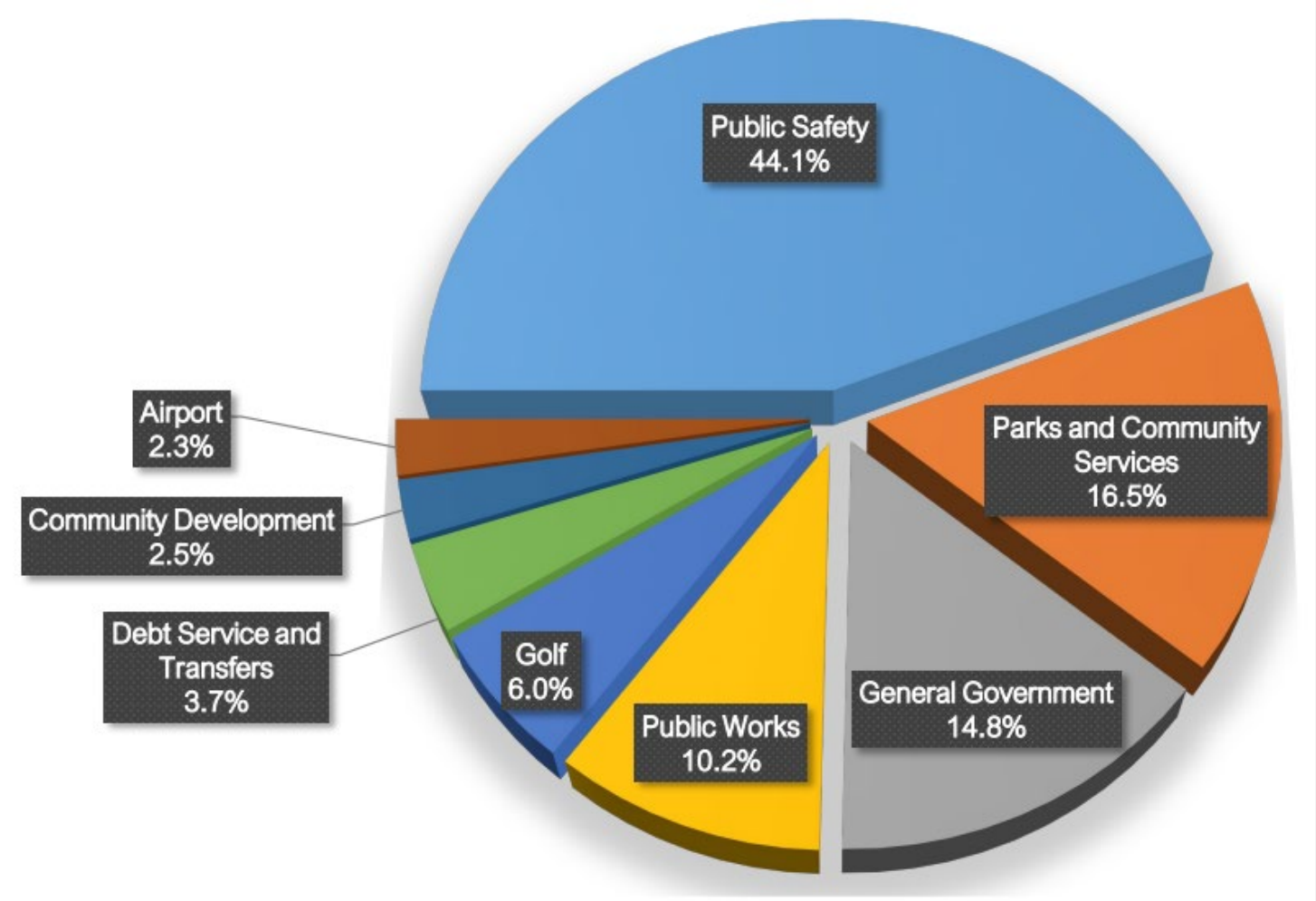
GENERAL FUND OVERVIEW

Primary City fund

Pays for the Majority of Services:

- Police, Fire and 911 Dispatch
- Street & Traffic Signal Maintenance
- Parks & Trails Maintenance and Parks Programming
- Development review, code enforcement
- Golf
- Airport
- Administration & Support

FY 2025 Adopted Budget
$112.1 Million



GENERAL FUND REVENUES

Funding sources:

Property Tax, Sales Tax, Franchise Taxes, Overhead Reimbursements, Charges for service, fines, permits, and other revenues

Top 4 Revenues:

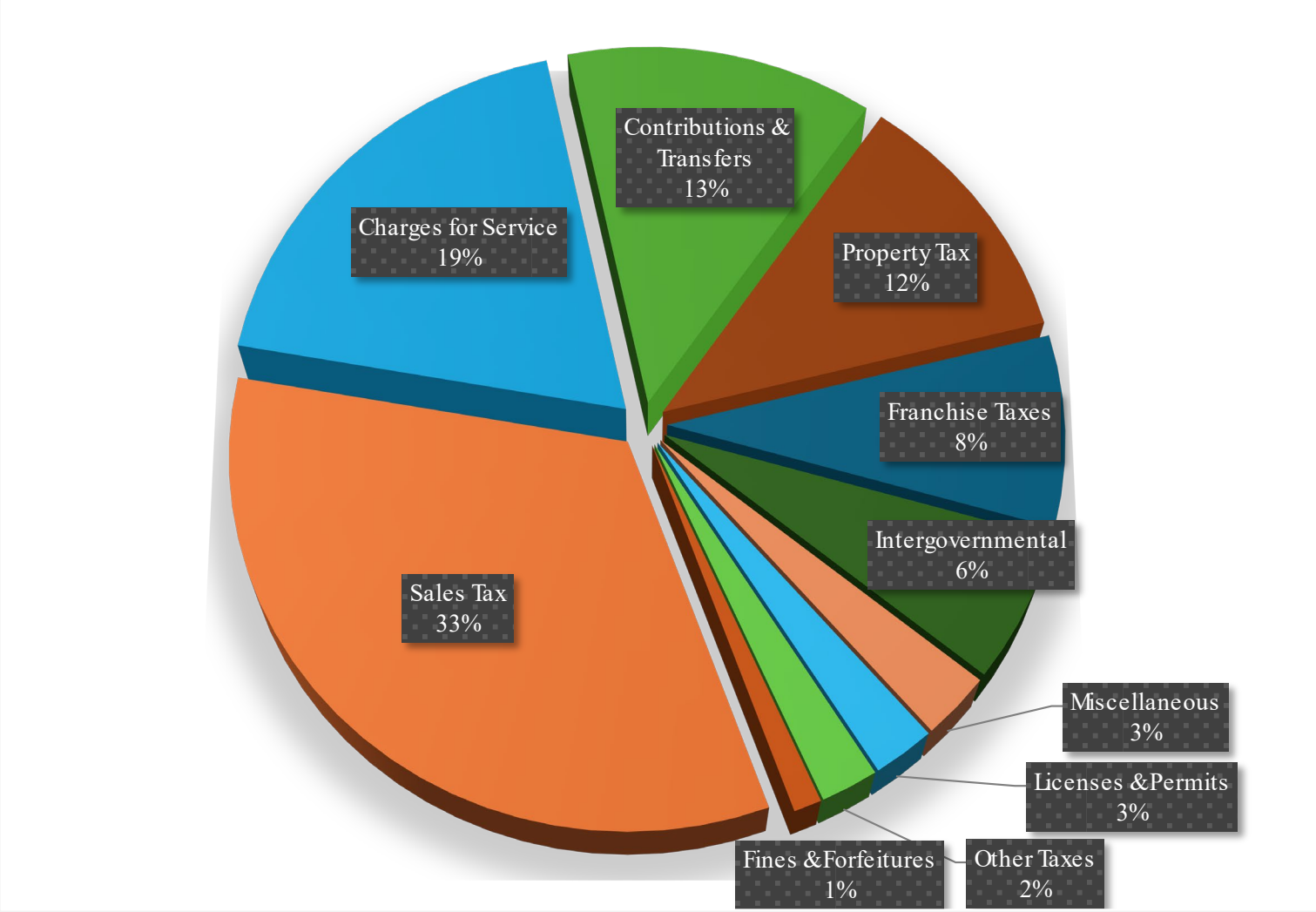
Sales Tax (1% Local Option Tax)

Charges for Service

Transfers (Admin Reimbursements)

Property Tax

FY 2025 Adopted Budget
$112.1 Million



ITEMS OF NOTE FOR FY 2026

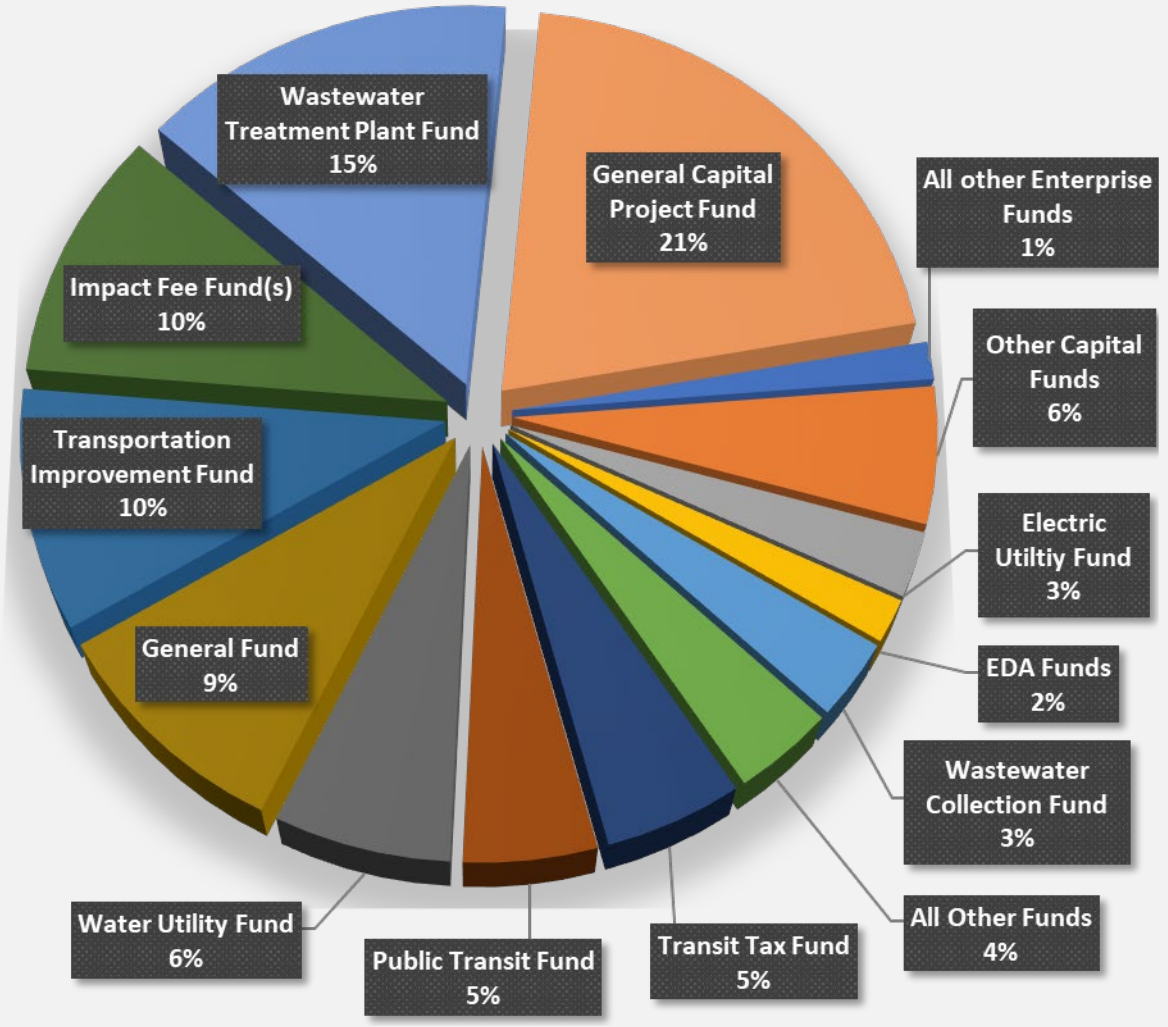
UNRESTRICTED FUND BALANCE (SAVINGS ACCOUNTS)

- Savings for "rainy days" and one-time projects.
- Not recommended for recurring expenses.

General Fund
$31.7 million (unrestricted)
~28% of current year revenues

General Capital Project Fund
$63.6 million
(unrestricted/unreserved)

FY 2025 Beginning Fund Balance
$341.5 Million



COMPENSATION & BENEFITS SUMMARY

- **FY 2026 Early Market & Merit Estimate**

On average +5% Market
On average +3% Merit

$3.0M General Fund
$1.1M Other Funds
$4.1M Total

FY 2025 Market & Merit Rollover

Average +4.4% Market
Average +2.7% Merit

$2.0M General Fund
$1.3M Other Funds
$3.3M Total

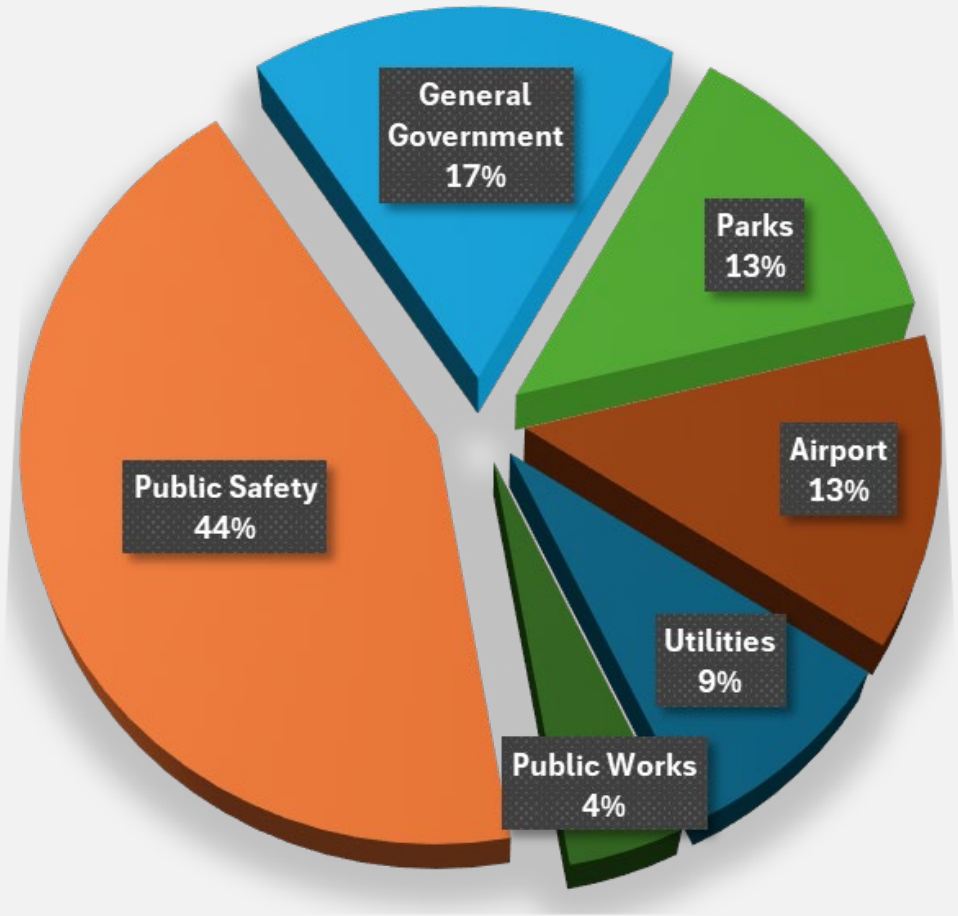
FY 2026 Early Health Insurance Estimate

+14% increase

$1.1M General Fund
$400K Other Funds
$1.5M Total

Total FY 2026 Impact = +$8.9 Million

Council Priority: **Maintain a Highly Qualified Workforce**
Key Objective: **Maintain Competitive Pay and Benefits**



NEW POSITION SUMMARY

- 23 New Full-Time Position Requests
- Majority are in the General Fund

$2.5 million - Salary & Benefit Cost

$1.2 million – Equipment & Supply Cost

$3.7 million Total Cost

Council Priority: **Multiple Priorities**
Key Objective: **Multiple Key Objectives**



VEHICLE REPLACEMENTS

- 674 total city vehicles
- 148 or 22% score "15-Points" on City Replacement Scale
- 41 replacement requests for FY 2026 (early estimate)
- Multiple major requests

Council Priority: **Maintain and Improve Basic Core Municipal Services**
Key Objective: **Replace Aging City Fleet to Enhance Efficiency and Reduce Maintenance**

COUNCIL DISCUSSION & FEEDBACK



GENERAL GOVERNMENT

DEPARTMENTS

- City Manager
- City Council
- Budget & Financial Planning
- Administrative Services
- Human Resources
- Legal
- Economic Development & Communications

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation**
   - Enhance transportation flow and safety by optimizing infrastructure, addressing critical gaps, and implementing data-driven improvements
2. **Maintain and Improve Core Municipal Services**
   - Enhance services through improved customer service and community engagement
3. **Financial Stability & Resiliency**
   - Maintain a low property tax rate
   - Continue transparency in the budget process and in financial reporting
   - Enhance financial policies and practices to improve accountability, compliance, and operational efficiency

COUNCIL PRIORITIES & KEY OBJECTIVES

4. **Preserve and Expand Existing Businesses and Attract New Businesses Including Updating Commercial Plans**
   - Strengthen support for local and small businesses
   - Improve opportunities for local businesses to work with the city
   - Foster Economic Diversification
5. **Strengthen Communication with Citizens, Businesses, and Stakeholders. Finish the Website, Share Good News, and Educate**
   - Bolster awareness, interest, participation and engagement of residents, business and community leaders in city programs and activities
   - Produce quality communication that adheres to industry best practices and standards
   - Unify city communication outreach efforts under a shared philosophy
   - Increase employee awareness and build organizational confidence in city values

COUNCIL PRIORITIES & KEY OBJECTIVES

6. **Maintain a Highly Qualified Workforce**
   - Improve the city's culture and reinforce employees doing great things
   - Encourage the development and growth of city employees
   - Maintain competitive pay and benefits

OBJECTIVE: ENHANCE TRANSPORTATION FLOW AND SAFETY BY OPTIMIZING INFRASTRUCTURE, ADDRESSING CRITICAL GAPS, AND IMPLEMENTING DATA-DRIVEN IMPROVEMENTS.

Strategy	Evaluate and implement a crosswalk and street safety campaign.	Current resources

Department: Communications

OBJECTIVE: ENHANCE SERVICES THROUGH IMPROVED CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT.

Strategy	Implement ticketing software via Qualtrics Data Analytics to improve service tracking and resolution times.	Current resources

Department: Communications

OBJECTIVE: MAINTAIN A LOW PROPERTY TAX RATE.

Strategy	Continue annual fee studies as part of the budget process to ensure proper cost recovery for key services from direct service recipients.	Current resources
Strategy	Complete fee studies for development services, business licenses and impact fees.	Current resources
Strategy	Pursue alternative funding sources including: grants, TRT, and a dedicated sales tax for fire.	Current resources
Strategy	Encourage and implement creative solutions to funding needs (example arts gala to help fund the arts, adopt a park to help with maintenance costs).	Current resources
Strategy	Continue the Managed Competition program to evaluate the cost efficiency and effectiveness of city services.	Current resources
Strategy	Continue in-depth evaluation of the budget through the budget process to ensure the most efficient and effective use of resources.	Current resources
Strategy	Evaluate and implement a targeted training program for key leadership positions that focuses on supporting resource efficiency and decision making.	Budget Impact

Department: Budget & Finance

FY 2026 BUDGET REQUESTS

- $10,000 for Lean Management / Six Sigma Training

OBJECTIVE: CONTINUE TRANSPARENCY IN THE BUDGET PROCESS AND IN FINANCIAL REPORTING.

Strategy	Implement an expanded social media campaign to enhance public understanding of the city's budget and finances.	Current resources
Strategy	Organize an engaging and interactive budget open house for the FY 2026 budget.	Current resources
Strategy	Continue the Budget in Brief and introduce the 'Popular Annual Financial Report' with both digital and print formats, distributing them through the city's website, social media, and community events.	Current resources
Strategy	Review and improve the budget and finance sections of the city website to ensure user-friendly navigation, comprehensive information for greater public accessibility and understanding, and opportunities for input.	Current resources
Strategy	Continue benchmark analysis of the city's tax rates and fees for service and communicate through the Budget in Brief and city website.	Current resources
Strategy	Continue quarterly reporting on staff's progress in achieving the City Council's priorities.	Current resources

Department: Budget & Finance

OBJECTIVE: ENHANCE FINANCIAL POLICIES AND PRACTICES TO IMPROVE ACCOUNTABILITY, COMPLIANCE, AND OPERATIONAL EFFICIENCY.

Strategy	Review and update the city's financial policies and consolidate into a comprehensive financial policy document.	Current resources
Strategy	Implement annual training opportunities for staff city-wide on cash handling, procurement, budgeting and other financial related topics.	Current resources
Strategy	Conduct a detailed evaluation of personnel needs, workloads, responsibilities, and the segregation of duties within the Administrative Services Department, using the findings to recommend and implement staffing adjustments and process improvements for more efficient and effective service delivery.	Budget Impact
Strategy	Expand and standardize the use of financial dashboards and reporting through Power BI to improve the efficiency, transparency, and accessibility of financial performance data across the organization.	Current resources

Department: Budget & Finance

FY 2026 BUDGET REQUESTS

- $102,652 for (1) Full-Time Accountant III

OBJECTIVE: STRENGTHEN SUPPORT FOR LOCAL AND SMALL BUSINESSES.

Strategy	Create a "business pulse survey" using Qualtrics to provide insights on strengths, challenges, opportunities and threats that are facing our local businesses and our community.	Current resources
Strategy	Actively engage with the Downtown business alliance.	Current resources
Strategy	Continue investment as a Platinum Investor in the St. George Area Chamber of Commerce and measure ROI through established KPIs.	Current resources
Strategy	Promote local businesses through social media with a “business spotlight” campaign, featuring two local businesses per month.	Current resources
Strategy	Provide grants and/or scholarships for small business training to enhance skills and growth potential.	Budget Impact
Strategy	Support legacy events that attract external visitors and generate revenue for local businesses (e.g., St. George Marathon, Huntsman World Senior Games).	Current resources

Department: Economic Development & Communications

FY 2026 BUDGET REQUESTS

- $5,000 for 50/50 match for small business training through the Chamber

OBJECTIVE: IMPROVE OPPORTUNITIES FOR LOCAL BUSINESSES TO WORK WITH THE CITY.

Strategy	Improve educational resources on the city's procurement processes/how to bid for local businesses through the city's website.	Current resources
Strategy	Create a local vendor list through the use of the city's Bonfire software.	Current resources
Strategy	Actively encourage departments to seek bids from at least one local vendor for smaller dollar purchases.	Current resources
Strategy	Implement a marketing campaign on "How to do business with the city".	Current resources
Strategy	Engage with the chamber and other business groups to educate on the city's procurement process and bidding requirements.	Current resources

Department: Economic Development, Budget & Finance

OBJECTIVE: FOSTER ECONOMIC DIVERSIFICATION.

Strategy	Continued support of 1 Million Cups, staff time, involvement on committee, and potential sponsorship.	Budget Impact
Strategy	Participation in workforce initiatives such as Future Ready Utah.	Current resources
Strategy	Increased involvement in Southern Utah Economic Alliance.	Current resources
Strategy	Continued participation on boards key economic development organizations including Utah Alliance for Economic Development and Utah Urban Land Institute.	Budget Impact
Strategy	Update Economic Development page to include resources and information for entrepreneurs.	Current resources

Department: Economic Development

FY 2026 BUDGET REQUESTS

- $2,000 for sponsorship of operational costs of 1 Million Cups.
- $2,000 for Utah Urban Land Institute Conference

OBJECTIVE: BOLSTER AWARENESS, INTEREST, PARTICIPATION AND ENGAGEMENT OF RESIDENTS, BUSINESS AND COMMUNITY LEADERS IN CITY PROGRAMS AND ACTIVITIES.

Strategy	Enhance the information shared on the city's website through Qualtrics analytics, implement a "how can I help menu", hold bi-weekly meetings for feedback, and conduct monthly audits.	Current resources
Strategy	Coordination with public safety on emergency communication activities including participation in Washington County PIO meetings and semi-annual meetings with departments.	Current resources
Strategy	Obtain CEC-TV's best features on city events and initiatives and add funding to continue these types of features directly through the city.	Budget Impact
Strategy	Fully implement software tools to track internal requests and establish key performance indicators (KPIs) for monitoring progress.	Current resources
Strategy	Continue production of the St. George newsletter and actively work to increase subscriptions and the open rate.	Current resources
Strategy	Continue the weekly Mayor messages to keep residents informed and engaged.	Current resources
Strategy	Continue production of the City at Work public information series.	Current resources

Department: Communications

FY 2026 BUDGET REQUESTS

- $20,000 for CEC TV's best programming (2 videos per month)

OBJECTIVE: PRODUCE QUALITY COMMUNICATION THAT ADHERES TO INDUSTRY BEST PRACTICES AND STANDARDS.

Strategy	Hold monthly Public Information Team meetings to identify and promote key events and initiatives.	Current resources
Strategy	Create social media content calendar for Main City accounts to help guide promotional timelines.	Current resources
Strategy	Maintain a centralized spreadsheet of key users and administrators for all City social media platforms.	Current resources

Department: Communications

OBJECTIVE: UNIFY CITY COMMUNICATION OUTREACH EFFORTS UNDER A SHARED PHILOSOPHY

Strategy	Develop and implement a comprehensive city communications policy to ensure consistency.	Current resources
Strategy	Update the city style guide to reflect modern standards and align with branding efforts.	Current resources
Strategy	Update city branding folder to include approved PowerPoint templates, letterhead, simple social media post collateral and approved city photography.	Current resources
Strategy	Lead marketing efforts for key city assets such as SGU, City Hall, Recreation Center, and Sand Hollow Aquatic Center.	Current resources

Department: Communications

OBJECTIVE: INCREASE EMPLOYEE AWARENESS AND BUILD ORGANIZATIONAL CONFIDENCE IN CITY VALUES

Strategy	Tell the stories of our city employees through articles, videos and/or social media posts.	Budget Impact
Strategy	Develop effective communication methods for reaching all levels of employees.	Current resources
Strategy	City Manager Message on a quarterly basis.	Current resources
Strategy	Promote the city at work series internally to city staff.	Current resources

Department: Communications

FY 2026 BUDGET REQUESTS

- $3,000 for Video Camera

OBJECTIVE: IMPROVE THE CITY'S CULTURE AND REINFORCE EMPLOYEES DOING GREAT THINGS.

Strategy	Continue implementation of the Be Brighter Employee Recognition Program.	Current resources
Strategy	Implement an annual tenure recognition breakfast.	Current resources
Strategy	Conduct an employee satisfaction survey through Qualtrics to gather feedback on workplace culture and employee needs, with a clear action plan to address key findings.	Current resources
Strategy	Continue the city's wellness program to support employees' physical and mental health.	Current resources

Department: City Manager, Human Resources

OBJECTIVE: ENCOURAGE THE DEVELOPMENT AND GROWTH OF CITY EMPLOYEES

Strategy	Utilize the Be Brighter Committee to explore and implement ideas for employee professional development.	Current resources
Strategy	Evaluate and update the city's tuition reimbursement program to ensure the program effectively supports employee development.	Budget Impact
Strategy	Continue investment in employee training to support employee skill development, job knowledge, and leadership.	Budget Impact
Strategy	Continue to hold monthly city-wide supervisor training and provide ad-hoc training as needed to strengthen management capabilities and provide education on a number of critical topics ranging from personnel matters to leadership training.	Current resources
Strategy	Evaluate and implement a bilingual pay incentive to support service delivery and recognize employees with critical language skills.	Budget Impact

Department: City Manager, Human Resources

FY 2026 BUDGET REQUESTS

- $32,000 for tuition reimbursement program
- $121,850 in increased training cost across the budget
- $81,520 for bilingual pay incentive

OBJECTIVE: MAINTAIN COMPETITIVE PAY & BENEFITS

Strategy	Fund and implement a market and merit adjustment for FY 2026 to attract and retain qualified and exceptional employees.	Budget Impact
Strategy	Continue to evaluate the benefits package offered to city employees to ensure the city continues to be competitive in the benefits offered to employees.	Budget Impact
Strategy	Continue to support departments in the evaluation of their staffing needs including review of organizational charts, jobs duties, and progression to ensure pay aligns with responsibility and the organization is structured to effectively provide service.	Current resources

Department: City Manager, Human Resources

FY 2026 BUDGET REQUESTS

- $4.1M for FY 2026 Market (average +5%) and Merit (average +3%) – ($3M GF)
- $1.5M for FY 2026 Health Insurance (+14%) – ($1.1M GF)

OTHER DEPARTMENT NEEDS

- $156,845 for (1) Full-Time Prosecutor

COUNCIL DISCUSSION & FEEDBACK



POLICE DEPARTMENT

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Community Safety & Security**
   - Reduce traffic accidents at major intersections
   - Enhance safety and security on trails and in parks
2. **Maintain & Improve Basic Core Municipal Services**
   - Enhance services through improved customer service
   - Optimize services through investment in new equipment and new technologies
   - Replace aging city fleet to enhance efficiency and reduce maintenance costs
   - Enhance services through investments in staffing
3. **Maintain a Highly Qualified Workforce**
   - Improve the City's culture and reinforce employees doing great things

OBJECTIVE: REDUCE TRAFFIC ACCIDENTS AT MAJOR INTERSECTIONS.

Strategy	Traffic Unit will research and identify the top 5 high-collision intersections.	Current resources
Strategy	Focus traffic enforcement efforts at the top 5 high-collision intersections.	Current resources
Strategy	Increase staffing in Traffic Unit to focus additional attention on enforcement.	Budget Impact
Strategy	Purchase additional mobile digital speed signs and place them near accident-prone intersections. **Tattle tale lights will be discussed in public works presentation**	Budget Impact
Strategy	Collaborate with other entities on traffic accident reduction (SUU) to include running an information campaign on safe driving.	Current resources

FY 2026 BUDGET REQUESTS

- $145,681 for (1) Full-Time Community Service Officer
- $13,000 for (1) speed trailer replacement

OBJECTIVE: ENHANCE SAFETY AND SECURITY ON TRAILS AND IN PARKS.

Strategy	ECHO Unit will focus resources on identifying security and safety issues.	Current resources
Strategy	Continue to locate and remove encampments to ensure clean and safe trails.	Current resources
Strategy	Continue to collaborate with community partners on housing shelter referrals.	Current resources
Strategy	Continued VIPS patrol trails with UTV and on bikes to identify issues. **Vehicle request covered under replacing aging fleet objective**	Current resources
Strategy	NEW ITEM: Replace aging ECHO Unit bicycle fleet.	Budget Impact

FY 2026 BUDGET REQUESTS

- $40,000 for (10) replacement mountain bikes

OBJECTIVE: ENHANCE SERVICES THROUGH IMPROVED CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT.

Strategy	Finalize and achieve law enforcement accreditation to enhance trust and professionalism.	Current resources
Strategy	Utilize the ECHO unit to Coordinate community outreach efforts and establish responsibilities.	Current resources
Strategy	Continue to engage with community groups utilizing our Focus teams to build trust.	Current resources

OBJECTIVE: OPTIMIZE SERVICES THROUGH INVESTMENT IN NEW EQUIPMENT AND NEW TECHNOLOGIES.

Strategy	Leverage AI tools across the organization to improve operational efficiency. (GovAI, AI to redact records, AI for transcribing police body cameras)	Budget Impact
Strategy	Invest in equipment that improves safety of employees across core service areas.	Budget Impact
Strategy	Equip patrol vehicles with in-car cameras/ALPRs.	Budget Impact
Strategy	Replace aging computer equipment for public safety (THOR). **Discussed during the Operations Department budget presentation**	Budget Impact

FY 2026 BUDGET REQUESTS

- $292,500 for Axon Body Worn Camera AI
- $21,700 for records redaction assist
- $61,260 for ALPR cameras for patrol cars (requesting to add 20 in FY 2026)
- $175,000 in safety equipment investments (investments include night vision and marksman optics for SWAT team)

DRAFT ONE




IR
FIRE
FIRE







OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS.

Strategy	Continue to replace aging and outdated vehicles in the fleet as needed using the city's fleet maintenance scoring system and evaluation through the budget process.	Budget Impact

FY 2026 BUDGET REQUESTS

- $299,600 for (9) vehicle replacements across the department
  - $19,000 for (1) volunteer UTV for trail patrol
  - $48,000 for (1) volunteer vehicle replacement
  - $67,000 for (1) detective vehicle replacement
  - $63,000 for (3) lease purchases
  - $102,600 for (3) police motorcycles
    - 1 replacement
    - 2 new




POLICE


ST.GEORGE
POLICE
POLICE




POLICE

OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING.

Strategy	Utilize an over hire philosophy model to ensure adequate staffing is maintained during field training.	Current resources
Strategy	NEW ITEM: Add 1 Police captain and 2 Police lieutenants to ensure we are keeping up with administrative duties.	Budget Impact

FY 2026 BUDGET REQUESTS

- $253,500 for (1) Full-Time Captain (includes equipment & vehicle)
- $559,094 for (2) Full-Time Lieutenants (includes equipment & vehicle)

OBJECTIVE: IMPROVE THE CITY'S CULTURE AND REINFORCE EMPLOYEES DOING GREAT THINGS.

Strategy	Guide our internal culture through highlighted Fundamentals, creating a positive work environment and strengthened morale.	Current resources

OTHER DEPARTMENT NEEDS

- $198,783 for (1) Full-Time ICAC Detective

COUNCIL DISCUSSION & FEEDBACK



FIRE DEPARTMENT

COUNCIL PRIORITIES & KEY OBJECTIVES

Community Safety & Security

Maintain and/or lower the Fire Protection Classification Rating (ISO) (Current Rating of 3).

Maintain & Improve Basic Core Municipal Services

Enhance services through improved customer service

Optimize services through investment in new equipment and new technologies

Replace aging city fleet to enhance efficiency and reduce maintenance costs

Enhance services through investments in staffing

OBJECTIVE: MAINTAIN AND/OR LOWER THE FIRE PROTECTION CLASSIFICATION RATING (ISO) (CURRENT RATING OF 3).

Strategy	Develop a 10-year fire facilities plan with specific trigger points.	Current resources
Strategy	Invest in comprehensive and ongoing training for firefighters to meet or exceed ISO requirements.	Current resources
Strategy	Conduct regular inspections and maintenance of hydrants and water systems to comply with ISO standards and ensure reliable performance.	Current resources
Strategy	Strengthen Fire Prevention and Inspection Programs.	Current resources
Strategy	Continuously update fire policies, strategic plans, and training programs to address emerging risks and maintain compliance with NFPA and ISO requirements.	Current resources

National Fire Protection Association (NFPA) national standards addressing all areas of the fire service

Insurance Services Office (ISO) issues the Public Protection Classification (PPC) for insurance rates

OBJECTIVE: ENHANCE SERVICES THROUGH IMPROVED CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT.

Strategy	Continue to provide community services such as smoke detector battery replacements to increase resident safety.	Current resources
Strategy	Expand public education and fire prevention programs to enhance community awareness and reduce fire incidents.	Current resources

OBJECTIVE: OPTIMIZE SERVICES THROUGH INVESTMENT IN NEW EQUIPMENT AND NEW TECHNOLOGIES.

Strategy	Invest in equipment that improves safety of employees across core service areas.	Budget Impact

FY 2026 BUDGET REQUESTS

Turnout PPE for staff (replacement and new)	NFPA	$261,836
SCBA replacement program	NFPA	$246,216
EMS Equipment		$59,895
Fire equipment for current apparatus	NFPA & ISO	$75,000
VHF backup and upgrade to paging system	NFPA & ISO	$102,300
800 MHZ Radios		$113,515

OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS.

Strategy	Continue to replace aging and outdated vehicles in the fleet as needed using the city's fleet maintenance scoring system and evaluation through the budget process.	Budget Impact

Average age of large apparatus 21 years, 17 units (fire engines, ladder trucks, heavy rescue squads)
Average age of wildland trucks 17 years, 7 units (one ton trucks)
Average age in years admin vehicles 14 years, 15 units (SUV, pick ups)

Current apparatus on order
Aerial ladder truck/quint tentative delivery November 2025
Fire Engine/Pumper tentative delivery February 2026
Fire Engine/Pumper (2) tentative delivery July 2027

FY 2026 BUDGET REQUESTS

Year 3 payment for Apparatus Purchase, 1 pumper CDBG funds	NFPA & ISO	$91,564
Fire Apparatus & related equipment – (1) Pumper (2) Aerial ladder/quint	NFPA & ISO	$6,902,050

OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING.

Strategy	Add 3 Battalion Chiefs, 1 Training Officer, and 1 Administrative Officer to meet operational demands in fire services.	Budget Impact
Strategy	Evaluate the need to expand the city's overtime callback program for the fire department	Budget Impact
Strategy	Continue to improve the technical response capabilities of the fire department and regional team.	Current resources

FY 2026 BUDGET REQUESTS

3-Shift Battalion Chiefs (includes vehicles & equipment)	$719,970
1- Battalion Chief –Training Officer (includes vehicle & equipment)	$239,990
1- Office Manager	$88,013
Increase Overtime (callback and training opportunities)	$35,396

OTHER DEPARTMENT NEEDS

Fire Station 6 bay floor repair	$60,000

COUNCIL DISCUSSION & FEEDBACK



PUBLIC WORKS

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Maintain & Improve Basic Core Municipal Services**
   - Replace aging city fleet to enhance efficiency and reduce maintenance costs
   - Enhance services through investments in staffing

OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS.

Strategy	Continue to replace aging and outdated vehicles in the fleet as needed using the city's fleet maintenance scoring system and evaluation through the budget process.	Budget Impact

FY 2026 BUDGET REQUESTS

- $381,700 to replace (1) Mechanical Sweeper
- $289,000 to replace (1) Oil Distributor Truck
- $282,000 to replace (1) Loader
- $233,000 to replace (1) Roll-Off truck
- $178,000 to replace (1) Backhoe
- $140,000 to replace (2) vehicles

MECHANICAL SWEEPER





OIL DISTRIBUTOR TRUCK









LOADER





ROLL-OFF TRUCK





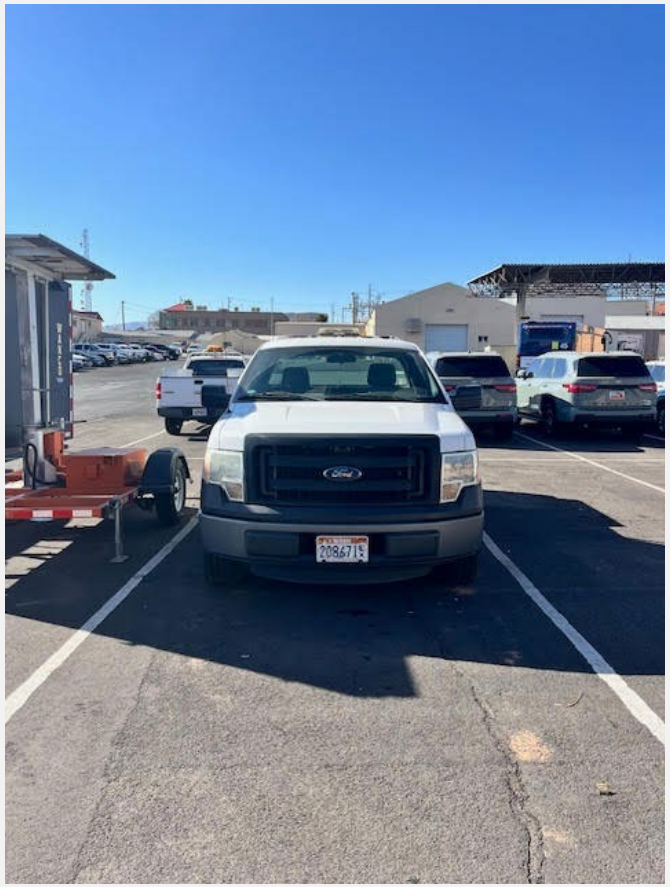
BACKHOE







PICKUP TRUCK (2229)





PICKUP TRUCK (2230)





OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING.

Strategy	NEW Add (1) Equipment Operator to increase street sweeping frequency	Budget Impact

FY 2026 BUDGET REQUESTS

- $72,247 for (1) Equipment Operator

OTHER DEPARTMENT NEEDS

- $500,000 for Streets Yard Bay (Reimburse from Transportation Funds)
- $214,000 for (1) new 10 Wheel Dump Truck
- $97,000 for (1) new 2 Ton Utility Truck
- $50,765 for (1) new Asphalt/Concrete Grinder Attachment

STREETS YARD BAY (REUSE CENTER)







DUMP TRUCK, UTILITY TRUCK, & ASPHALT/CONCRETE GRINDER







COUNCIL DISCUSSION & FEEDBACK



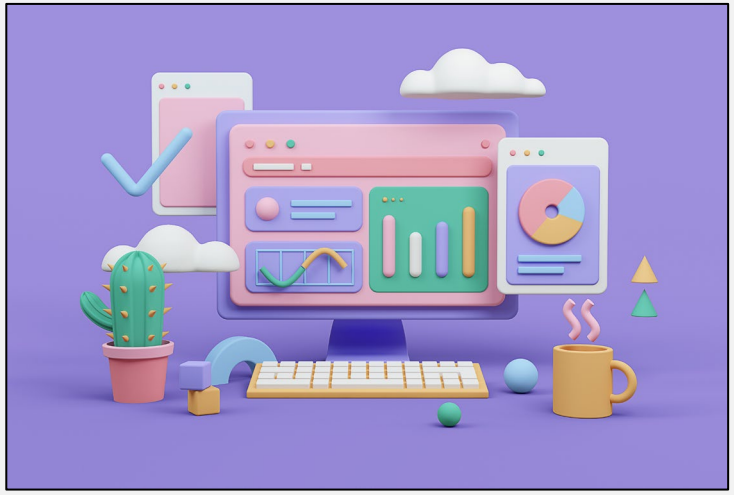
COMMUNITY DEVELOPMENT

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Maintain and Improve Core Municipal Services**
   - Enhance services through improved customer service and community engagement
2. **Maintain the integrity of existing neighborhoods including completing the General Plan updates.**
   - Update the General Plan
   - Implement the Downtown Area Plan (Residential)
   - Implement the Downtown Area Plan (Commercial)
3. **Preserve and Expand Existing Businesses and Attract New Businesses Including Updating Commercial Plans**
   - Strengthen support for local and small businesses

OBJECTIVE: ENHANCE SERVICES THROUGH IMPROVED CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT.

Strategy	Evaluate and prepare plan to optimize existing development software to ensure a seamless customer experience.	Current resources
Strategy	Continue to create consistency in the timing of application to permit and report on progress.	Current resources



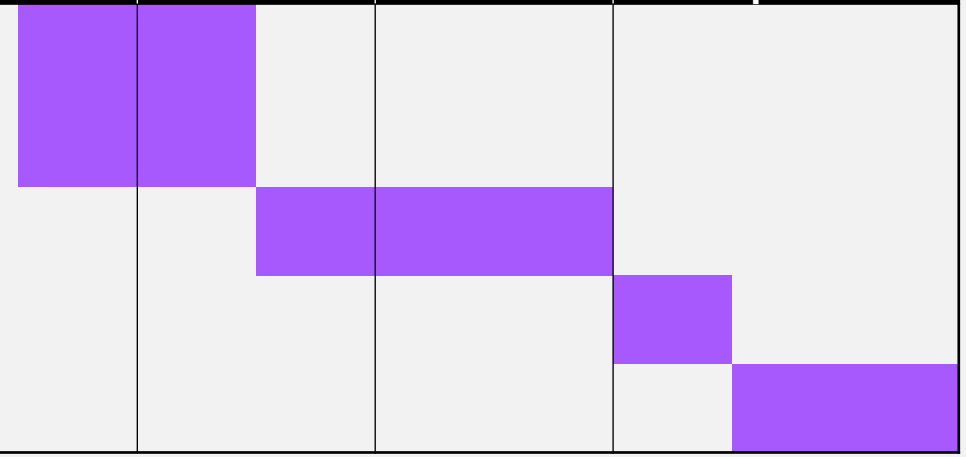




OBJECTIVE: UPDATE THE GENERAL PLAN.

Strategy	Finalize and adopt the General Plan.	Current resources
Strategy	Create yearly plan to achieve General Plan.	Current resources

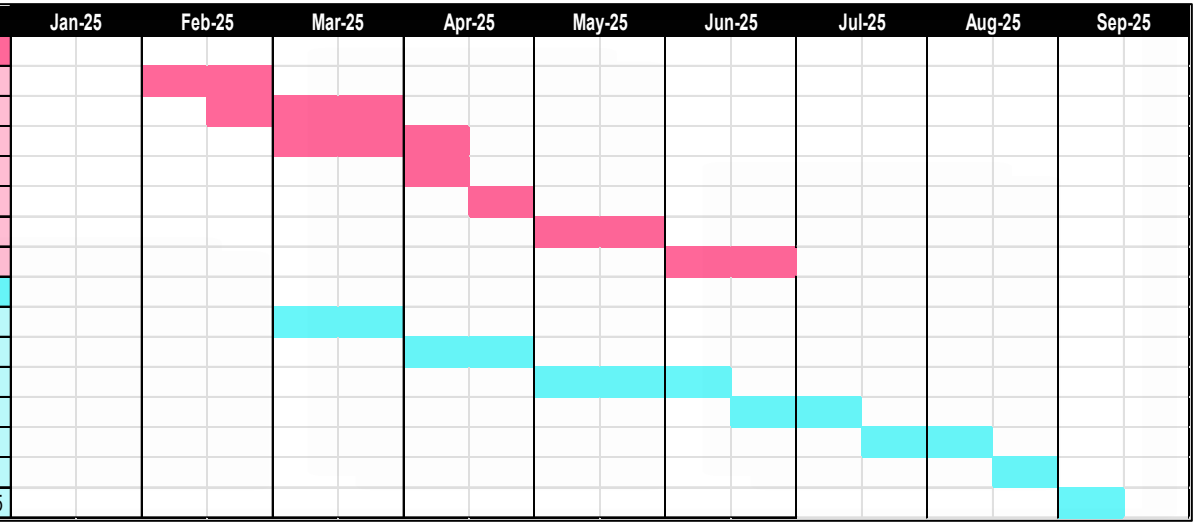
General Plan Adoption Timeline		Jan-25	Feb-25	Mar-25	Apr-25
Finalize Land Use Map	95%				
Work Meeting with PC and CC	100%				
Final Review of Documents	50%				
Take to Planning Commission	0%				
Take to City Council	0%				



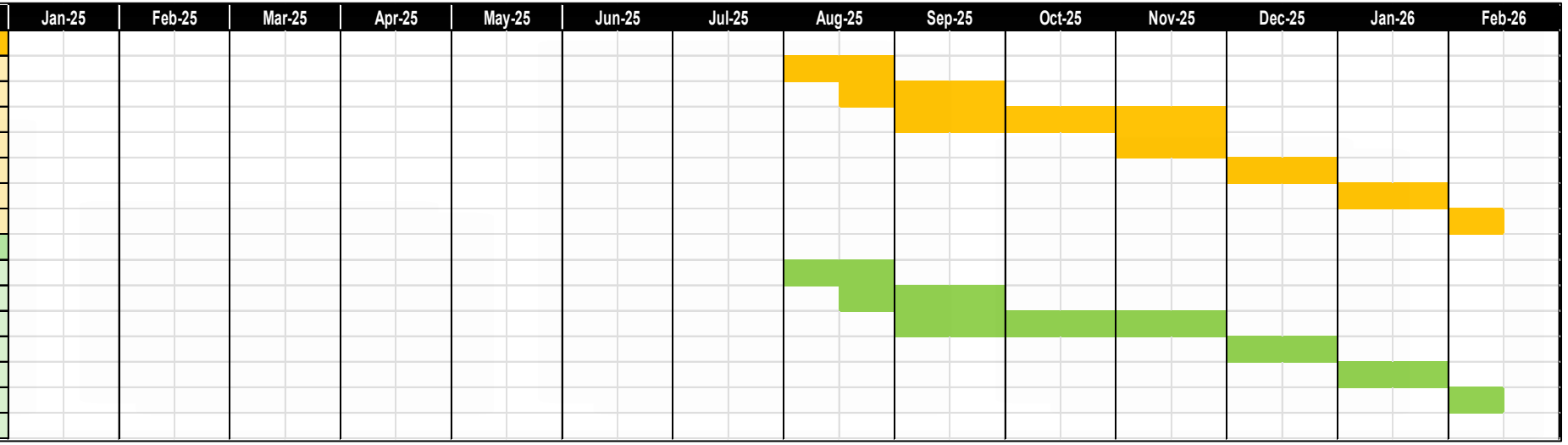
OBJECTIVE: IMPLEMENT THE DOWNTOWN AREA PLAN (DAP) (RESIDENTIAL).

Strategy	Update RCC code to match Traditional Neighborhood.	Current resources
Strategy	Update residential code to match Connected Neighborhood.	Current resources
Strategy	Update ADU code to correlate with Downtown Area Plan.	Current resources
Strategy	Update parking code to correlate with Downtown Area Plan.	Current resources

TASK	PROGRESS	START DATE	END DATE
Amend ADU Code			
Create List of Desired Changes	0%	February, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		June, 2025
Amend Parking Code			
Create List of Desired Changes	0%	March, 2025	
Research Other Cities	0%		
Draft Code	0%		
Meetings with Planning Staff	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		September, 2025



TASK	PROGRESS	START DATE	END DATE
Ammend RCC District in 10-7			
Create List of Desired Changes	0%	August, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		February, 2026
Create Connected Neighborhood Zone in 10-7			
Create List of Desired Changes	0%	August, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		February, 2026



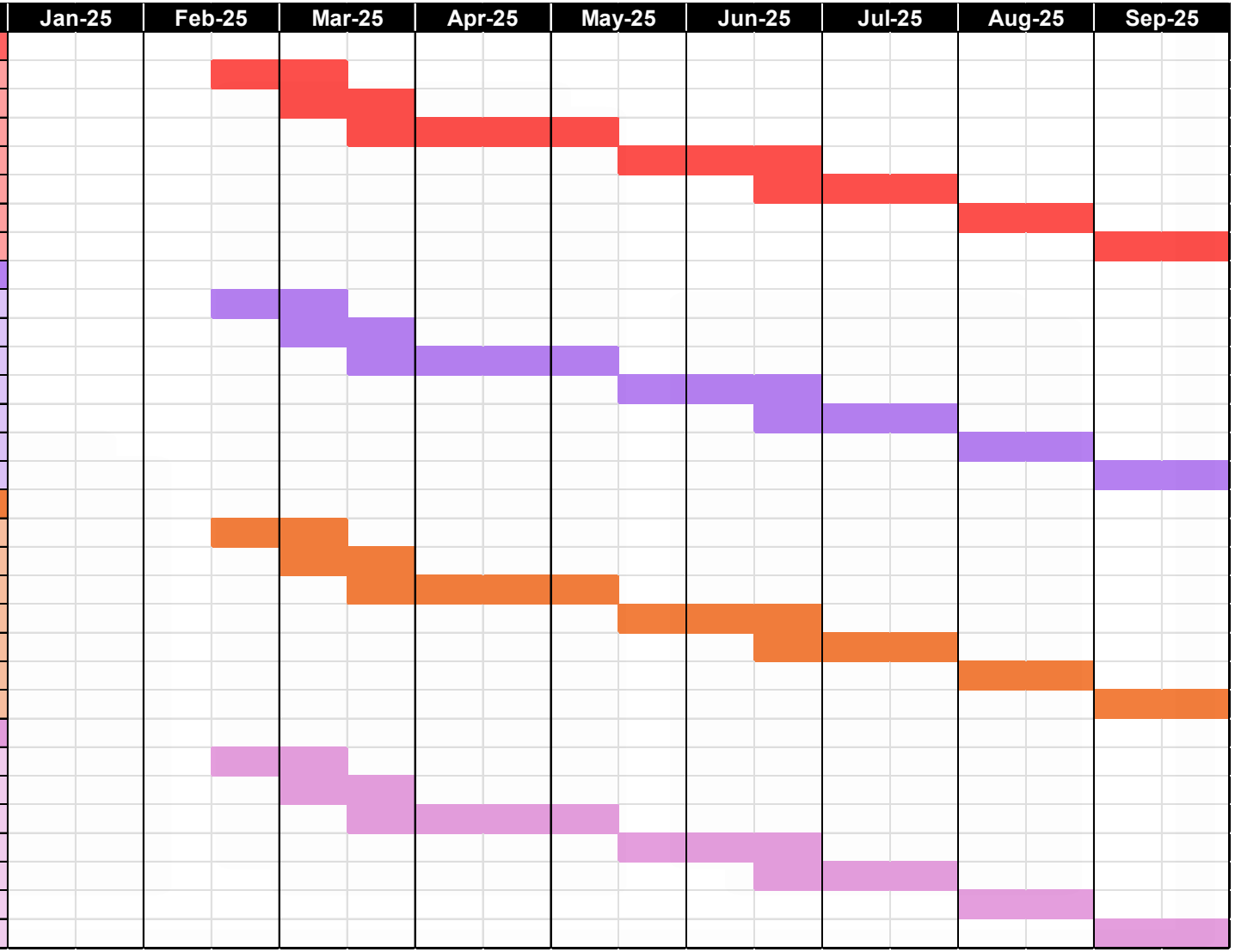
OBJECTIVE: IMPLEMENT THE DOWNTOWN AREA PLAN (DAP) (COMMERCIAL).

Strategy	Update commercial code for Lively and Connected Corridor.	Current resources
Strategy	Create code for mixed use for Lively and Connected Corridor.	Current resources

Strategies:

1. Update commercial code for Lively and Connected Corridor
2. Create code for mixed use for Lively and Connected Corridor

TASK	PROGRESS	START DATE	END DATE
Create Lively Zone in 10-8			
Create List of Desired Changes	5%	February, 2025	
Research Other Cities	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		September, 2025
Create Connected Corridor Zone in 10-8			
Create List of Desired Changes	5%	February, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		September, 2025
Create PD-MU Lively Zone			
Create List of Desired Changes	25%	February, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		September, 2025
Create PD-MU Connected Corridor Zone			
Create List of Desired Changes	25%	February, 2025	
Research	0%		
Draft Code	0%		
Meetings	0%		
Finalize Code	0%		
Take to Planning Commission	0%		
Take to City Council	0%		September, 2025



OBJECTIVE: STRENGTHEN SUPPORT FOR LOCAL AND SMALL BUSINESSES.

Strategy	Create a plan for improved wayfinding signage to help businesses and parking areas gain more visibility in the downtown area.	Current resources
Strategy	Evaluate regulations for small businesses and start-ups.	Current resources





OTHER DEPARTMENT NEEDS

- $32,000 for (1) Replacement Vehicle



COUNCIL DISCUSSION & FEEDBACK



PARKS & COMMUNITY SERVICES

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Develop and Improve the City's Recreational Trails and Recreational Opportunities**
   - Strengthen the City of St. George's Trail connectivity by linking key routes
2. **Financial Stability & Resiliency**
   - Maintain a Low Property Tax Rate

OBJECTIVE: STRENGTHEN THE CITY OF ST. GEORGE'S TRAIL CONNECTIVITY BY LINKING KEY ROUTES.

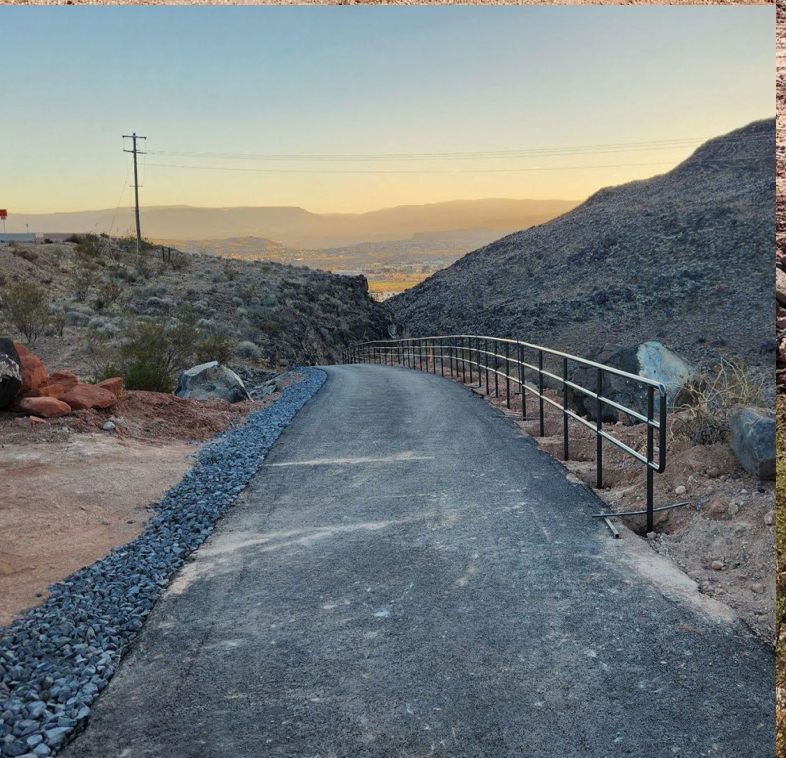
Strategy	Identify the most critical areas where trail links are missing and prioritize those connections.	Current resources
Strategy	Organize community meetings to gather input on potential trails to ensure that these trials will serve the needs of the community.	Current resources
Strategy	Install cohesive signage that improves trail navigation, safety, and accessibility for all users.	Current resources
Strategy	Continue to work with local developers to integrate trails into new developments.	Current resources
Strategy	Update Trails Master Plan.	Current resources

TRAIL PROJECTS



- Black Hills
- Fort Pearce Wash Trail
- Rim Rock Wash Trail
- SR-7 Trail
- Middleton Wash Trail
- Seegmiller Canal Trail
- Virgin River South Trail - Springs Park to Mall Dr
- Santa Clara River Trail - Mathis to SHAC
- Santa Clara River Trail - Cottonwood to Mathis






DANGER





OBJECTIVE: MAINTAIN A LOW PROPERTY TAX RATE

Strategy	Continue annual fee studies as part of the budget process to ensure proper cost recovery for key services from direct service recipients.	Current resources
Strategy	Encourage and implement creative solutions to funding needs (example arts gala to help fund the arts, adopt a park to help with maintenance costs).	Current resources

MAJOR FEE CHANGE PROPOSALS

25% Increase for Non Residents

- Art Museum Classes & Camps
- Nature Center Classes & Camps
- Park Pavilion Rental
- Tennis & Pickleball Court Reservations and Clinics
- Softball Leagues
- Youth Sports
- Adult Sports
- Recreation Center Memberships, Classes & Camps
- Outdoor Recreation Classes & Camps
- City Pool Passes, Classes, Party Rentals & Membership
- SHAC - Private Pool Reservations $250 to $400

OTHER DEPARTMENT NEEDS

- $396,864 for (3) Parks Maintenance Workers (includes equipment and vehicles)
- $201,000 for (4) replacement vehicles
- $115,000 for (1) replacement sprayer and (3) mowers
- $152,880 for Mobile LED Screen Trailer
- $110,000 for Replacement Backhoe
- $80,000 for Little Valley Pickleball Office Renovation
- $50,000 for City pool electrical panel replacement
- $50,000 for STG Marathon 50th Anniversary Rebrand

Budget overview

Fiscal year	Materials and supplies budget	Percentage +/- from previous year	Salaries and wages budget	Percentage +/- from previous year	Total number of F/T employees	Part time wages	Percentage +/- from previous year	Approx. # of P/T employees
2021	$1,477,571.00	-7.36%	$4,645,054.00	-1.14%	56.5	$760,000.00	-11.11%	40.65
2022	$1,501,875.00	0.82%	$4,411,139.00	-2.58%	59.5	$780,000.00	1.30%	41.72
2023	$1,581,336.00	2.58%	$4,721,285.00	3.40%	58	$592,713.00	-13.64%	31.70
2024	$1,989,160.00	11.42%	$5,551,304.00	8.08%	59	$795,270.00	14.59%	32.42
2025	$1,977,041.00	-0.31%	$5,524,492.00	-0.24%	55	$919,270.00	7.23%	33.55
5 year total		**14.46%**		**8.65%**	**-1.35%**		**9.48%**	**-9.58%**

Fiscal year	Open space acreage maintained	Maintained miles of trail	Total
2021	538	155.5	693.5
2025	582	171.26	753.26
Total +/-	**8.18%**	**10.14%**	**18.31%**

Parks_Maintenance Areas Added Since July 2020 thru June 2025.pdf





DIXIE DAYS
ST. GEORGE, UT





COUNCIL DISCUSSION & FEEDBACK



AIRPORT

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Maintain and Improve Core Municipal Services**
   - Enhance services through improved customer service and community engagement
   - Enhance services through investments in staffing
2. **Financial Stability & Resiliency**
   - Maintain a low property tax rate

OBJECTIVE: ENHANCE SERVICES THROUGH IMPROVED CUSTOMER SERVICE AND COMMUNITY ENGAGEMENT.

Strategy	Increase communication with General Aviation & airlines about airfield projects effecting standard airport usage.	Current resources

OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING.

Strategy	Complete a staffing study at the Airport to determine organizational needs and structure to align with increased service demand and future growth of the airport terminal.	Current resources (absorbing in current year)
Strategy	Promote (3) employees to lead positions at the airport to strengthen leadership capacity, improve operational efficiency, and enhance overall service delivery.	Budget Impact
Strategy	NEW (1) full-time Custodian and 3 part-time to help maintain cleanliness in the terminal due to increase passenger traffic.	Budget Impact
Strategy	NEW (1) full-time Airport Operations Specialist to increase ability to perform routine maintenance, inspections, and public assistance tasks without compromising safety or efficiency.	Budget Impact
Strategy	Promote (1) Airport Operations Specialist to an Electrician to maintain lighting systems to FAA standards	Budget Impact
Strategy	NEW (1) Administrative Professional to maintain TSA badging requirements and appointments.	Budget Impact

FY 2026 BUDGET REQUESTS

- $11,424 to promote (3) existing full-time positions to Leads
- $69,482 for (1) full-time Custodian
- $59,487 for (3) part-time Custodial
- $88,715 for (1) Airport Operations Specialists
- $6,500 to promote (1) existing full-time Operations Specialist to an Electrician
- $76,532 for (1) Airport Administrative Professional

OBJECTIVE: MAINTAIN A LOW PROPERTY TAX RATE.

Strategy	Continue annual fee studies as part of the budget process to ensure proper cost recovery for key services from direct service recipients.	Current resources

MAJOR FEE CHANGE PROPOSALS

- Rental Car Fees
  - Rental Car Concession Fees – 10% of Gross Revenue AND $1.75 per square feet
  - Customer Facility Charge (CFC) - $4.50 per rental
- Ground Lease Rates & Fees
  - Unimproved Lands – Airside - $0.35 per square feet per year
- Terminal Building Office & Space Rental
  - Monthly Rental of Shared Space - $0.4375 per square feet
  - Monthly Rental of Common Use Space - $0.25 per square feet
  - Restaurant and Retail Concessions – 10% of Gross Revenue AND $1.75 per square fee a month

OTHER DEPARTMENT NEEDS

- $85,000 for License Plate Reader and Ticket Printer Heaters
- $120,000 for new Parking Exit Lane Structure

COUNCIL DISCUSSION & FEEDBACK



OPERATIONS

DEPARTMENTS



Technology



Fleet



Facilities

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Maintain and Improve Core Municipal Services**
   - Optimize services through investment in new equipment and new technologies
   - Replace aging city fleet to enhance efficiency and reduce maintenance costs

OBJECTIVE: OPTIMIZE SERVICES THROUGH INVESTMENT IN NEW EQUIPMENT AND NEW TECHNOLOGIES

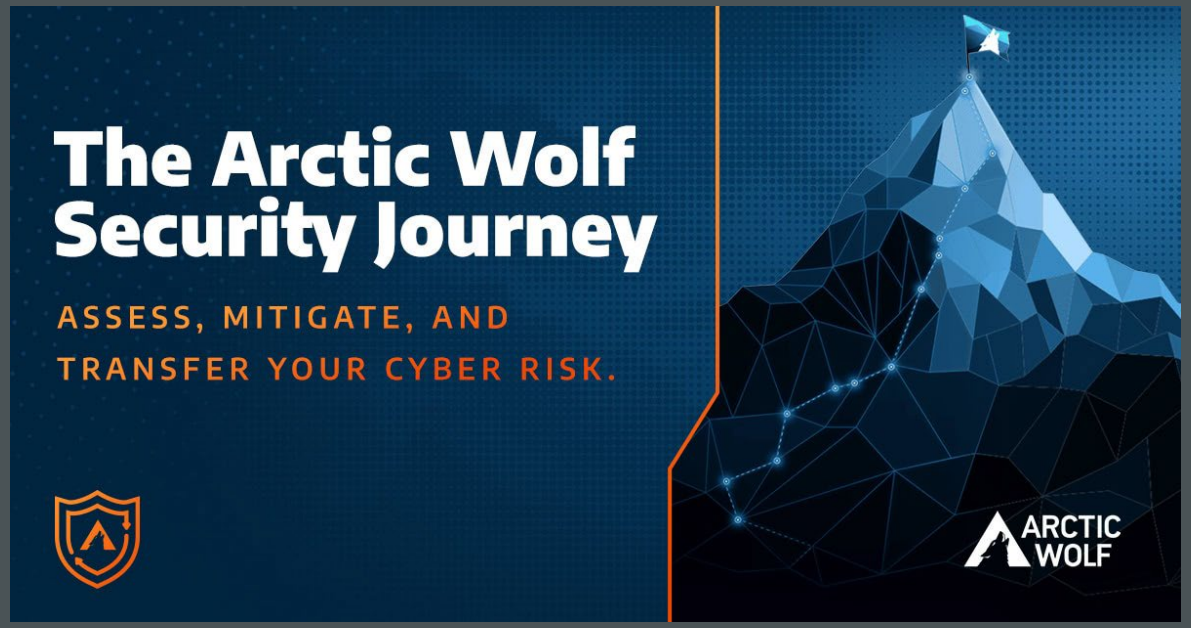
Strategy	Leverage AI tools across the organization to improve operational efficiency. (GovAI, AI to redact records, AI for transcribing police body cameras).	Budget Impact
Strategy	Continue to make investments in critical information technology infrastructure that supports frontline operations.	Budget Impact
Strategy	Replace aging computer equipment for public safety (THOR).	Budget Impact

FY 2026 BUDGET REQUESTS

- $7,500 for GovAI Subscription
- $64,000 to replace (2) UCS Servers (replace 2 every 2-3 years)
- $50,000 for email security software BEC (Business Email Compromise)

FY 2026 BUDGET REQUESTS

- $140,000 to renew a 1-year agreement for Artic Wolf network monitoring IDS/IPS





FY 2026 BUDGET REQUESTS



- $556,000 for THOR Phase IV (Police Department) replaces all laptops and applicable hardware



OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING

Strategy	NEW (1) Full-Time Custodian to cover the additional sq. footage added by Fire Station 10, Fire Station HQ, Parking Garage and new City Hall.	Budget Impact
Strategy	NEW (1) Full-Time Facilities Technician 1 or 2 focus on preventative maintenance	Budget Impact

FY 2026 BUDGET REQUESTS

- **$69,482** for (1) Full-Time Custodian
- **$63,711** for (1) Full-Time Facilities Technician (includes equipment and vehicle)

OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS

Strategy	NEW Replace shop truck	Budget Impact
Strategy	NEW Replace admin vehicle	Budget Impact

FY 2026 BUDGET REQUESTS

- $99,000 to replace a 25-year-old shop truck with insufficient onboard compressor capabilities for power tools in emergency call outs
- $32,000 to replace 23-year-old Ford Escape that is having escalating annual repair costs
- $13,000 John Deere Gator to replace old golf cart to haul heavy parts between the garages







OTHER DEPARTMENT NEEDS

- $60,000 to replace liftgate truck [Facilities]
- $50,000 for a 55’ lift [Facilities]
  - (for city hall and around the city)
- $70,000 for Art Museum HVAC replacement [Facilities]
- $120,000 for roof replacement at Opera House and Social Hall [Facilities]

COUNCIL DISCUSSION & FEEDBACK



GOLF

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Develop and Improve the City's Recreational Trails and Recreational Opportunities**
   - Ensure financial sustainability and capital growth for city golf courses

OBJECTIVE: ENSURE FINANCIAL SUSTAINABILITY AND CAPITAL GROWTH FOR CITY GOLF COURSES.

Strategy	Increase golf fees including loyalty card to align with service enhancements and operational costs.	Current resources
Strategy	Limit loyalty card eligibility to Utah residents to prioritize local users.	Current resources
Strategy	Restrict tournament earnings to be spent within 1-year.	Current resources
Strategy	Implement waiting list software to minimize cancellations and optimize scheduling.	Budget Impact
Strategy	Limit the number of tournaments per course to manage scheduling and course conditions.	Current resources
Strategy	Create a 5-year financial plan with targets for cost recovery, a set contribution/payback amount to the General Fund, and establishes an annual contribution towards future capital needs in Golf.	Current resources

FY 2026 BUDGET REQUESTS

- $20,000 for Noteefy waiting list software (currently in a trial period)
- $3,900 for Golf Genius software for JAG, tournaments and leagues
- Create a fund for upcoming capital expenditure needs
- Raise golf rates to assist with capital needs for the next 20 years (every 2-3 years)
  - Green fees (rack and loyalty card)
  - Standardize tournament rates and limit scheduling at courses
  - Range ball fees
  - Loyalty card rates for resident (UT) vs. non-resident (handout)

OTHER DEPARTMENT NEEDS

- $45,000 to remodel restaurant space at Sunbrook Clubhouse







OTHER DEPARTMENT NEEDS

- $526,634 for Equipment Lease for Sunbrook, St. George and Southgate
  - (5-year lease with $1 buyout, 46 new pieces of equipment to last up to 12 years)









OTHER DEPARTMENT NEEDS

- $16,000 Woodbridge hole #5 Pier Replacement





COUNCIL DISCUSSION & FEEDBACK



REQUEST PRIORITIZATION (GENERAL FUND)

FY 2026 GENERAL FUND REQUESTS

FY 2026 City Council Objectives & Strategies:

- $18.5M ($6.8M recurring and $11.7M one-time)

Other Department Needs – COUNCIL FEEDBACK VIA SURVEY

- 25 requests across all General Fund departments
- $3.5M ($486k recurring and $3.01M one-time)

FY 2026 FUNDING FOCUS

- The FY 2026 budget will be focused on funding the strategies that support the key objectives identified by the City Council during the January 30th Goals Retreat
- For other departmental needs that are identified today staff will be requesting the Council to identify your **top 5** requests that you would like to see funded in the FY 2026 Budget. Staff will work to fund these requests as funding is available.

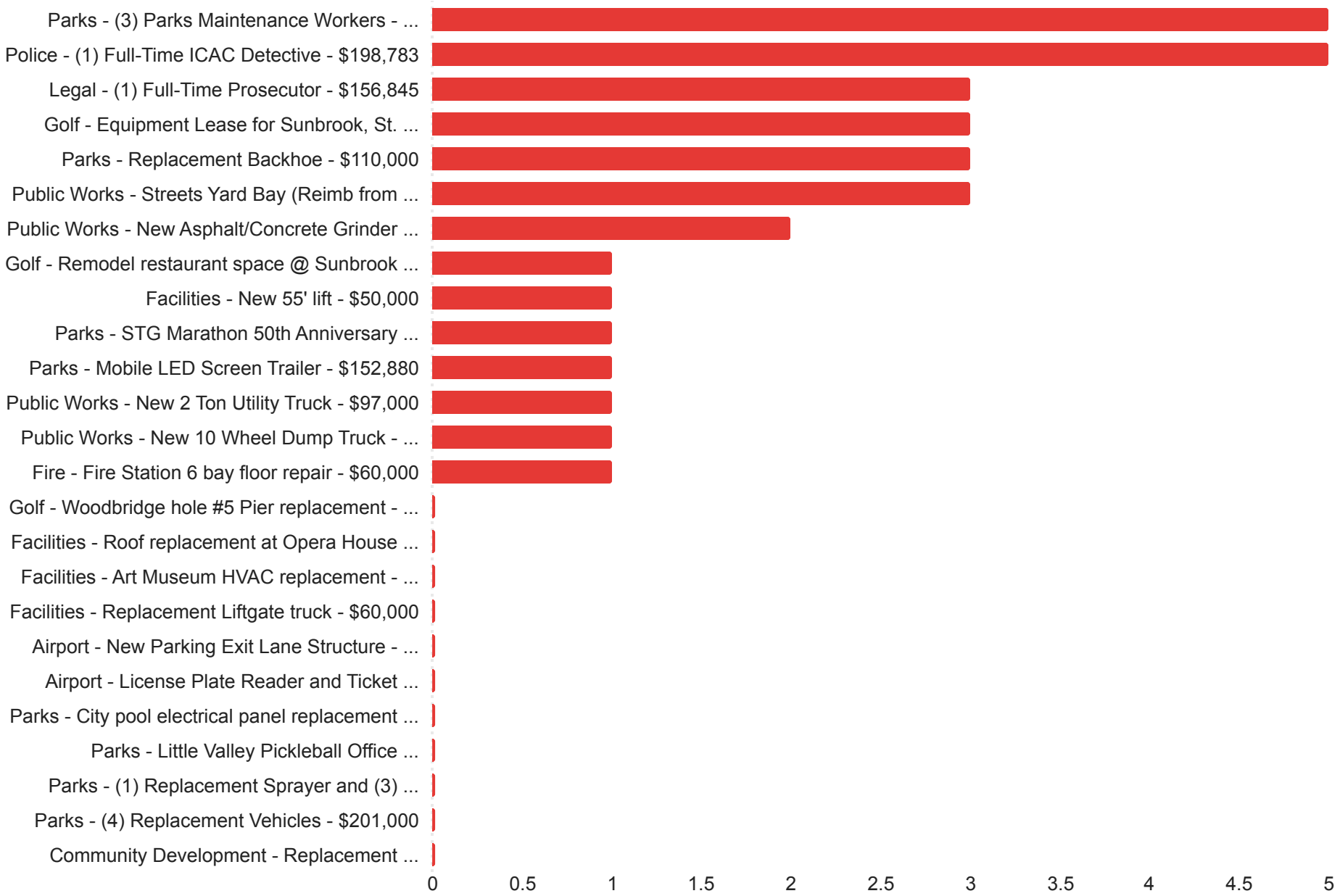


SURVEY

COUNCIL DISCUSSION & FEEDBACK



Q1 - Please select your top 5 "other departmental needs" from the below list.



ENERGY SERVICES

Largest Public Power Utility in Utah

FUNDS

Electric Utility Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

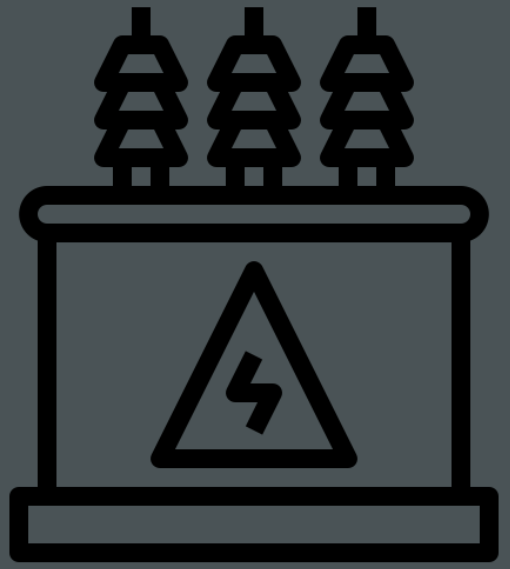
1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Prepare and modernize utility infrastructure to address the evolving demands of population growth, regulatory changes, and technological advancements.
2. **Maintain and Improve Core Municipal Services.**
   - Replace aging city fleet to enhance efficiency and reduce maintenance costs
   - Enhance services through investments in staffing
   - Promote water & energy conservation and sustainability

OBJECTIVE: PREPARE AND MODERNIZE UTILITY INFRASTRUCTURE TO ADDRESS THE EVOLVING DEMANDS OF POPULATION GROWTH, REGULATORY CHANGES, AND TECHNOLOGICAL ADVANCEMENTS.

Strategy	Develop a plan to address the grid impacts from new technologies such as (electric vehicles, heat pumps, LED, etc...).	Current Resources
Strategy	Phase one of a three phase project to implement an AMI Metering program for electricity service.	Budget Impact
Strategy	Begin substation and transmission line design for the Trails area (South Ledges).	Budget Impact
Strategy	NEW Design and construct major projects that will modernize the utilities infrastructure including a new substation transformer in the downtown area, Canyon View circuit connections, and multiple other major projects.	Budget Impact

FY 2026 BUDGET REQUESTS

- $750,000 - Phase 1 AMI
- $250,000 - Trails substation & transmission line design
- $1,200,000 - Substation Transformer (downtown area)
- $650,000 - Canyon View circuit connections
- $390,000 - Snow Canyon underground upgrade
- $350,000 - Slick Rock transmission & distribution
- $100,000 - East Access Road (underground electric construction)
- $50,000 - Gunlock line hardening (phase 1)



OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS.

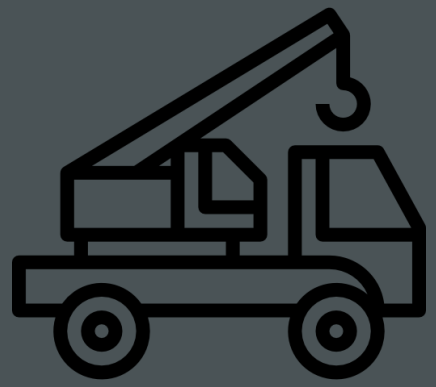
Strategy	Continue to replace aging and outdated vehicles in the fleet as needed using the city's fleet maintenance scoring system and evaluation through the budget process.	**Budget Impact**

FY 2026 BUDGET REQUESTS



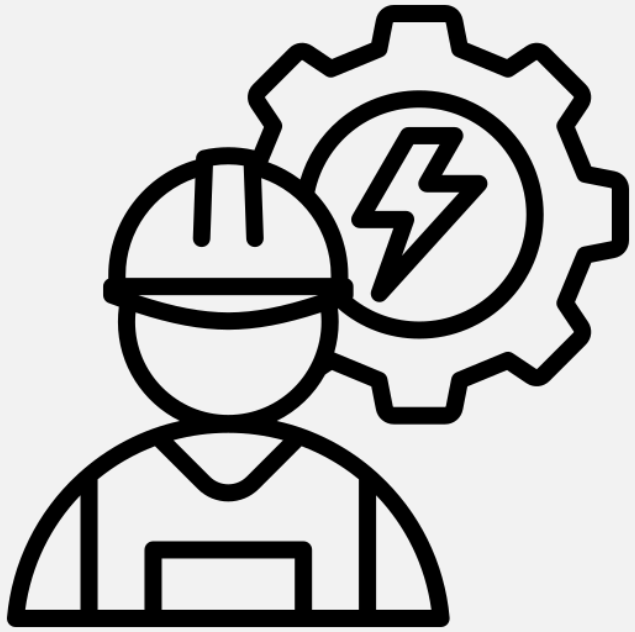
- 360,000 Digger Derrick
- 300,000 Crew Truck (x2)
- 350,000 Bucket Truck (‘100)
- 150,000 Material Handler
- 300,000 Crane Truck
- 32,000 Generation Service Trailer





OBJECTIVE: ENHANCE SERVICES THROUGH INVESTMENTS IN STAFFING.

Strategy	Bring on new Journey Meter Technician position to improve metering of wholesale and retail meters	Current Resources



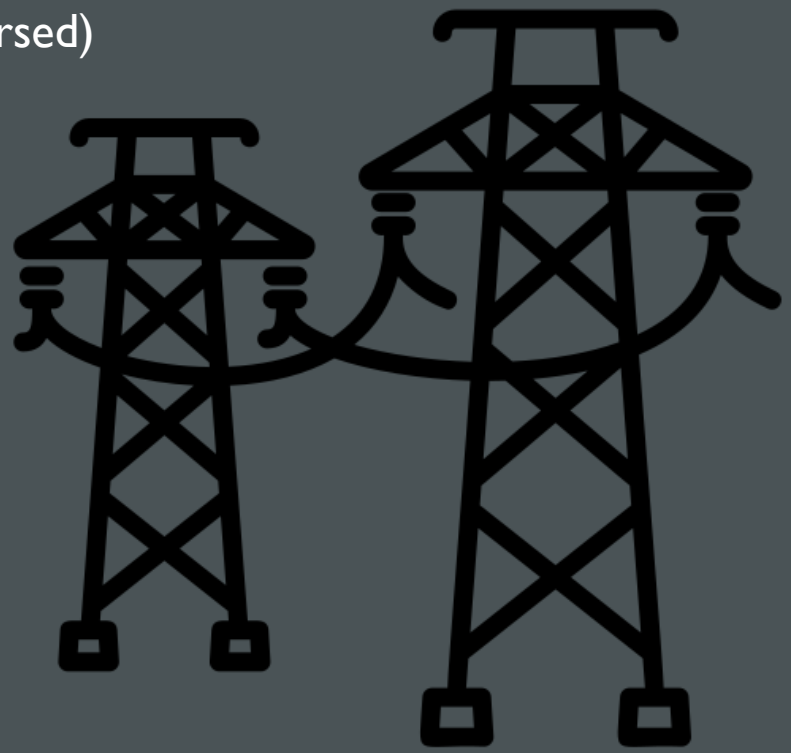
- No impact
- Re-allocation of existing resources & reorganization of work force

OBJECTIVE: PROMOTE WATER & ENERGY CONSERVATION AND SUSTAINABILITY.

Strategy	Evaluate energy efficiency programs and explore incentives to help residents lower utility costs. Present 3-5 recommendations to management.	Current Resources
Strategy	Develop a public outreach strategy to educate residents on energy efficiency, safety, and the benefits of recent utility investments.	Current Resources

OTHER DEPARTMENT NEEDS

- 800,000 I-15/ 400 East project (UDOT reimbursed)
- 955,000 South Bluff Street Project (UDOT reimbursed)



MAJOR FEE CHANGE PROPOSALS

- Stable energy year
- Lower gas prices
- ~10% increase in Transmission costs (Pacificorp)
- Additional Resource exploration
- Two (2) new rate codes
  - Large Residential (600 amp)
  - Medium Commercial (>200 <500)
- Steady movement on reserve funds

COUNCIL DISCUSSION & FEEDBACK



WATER SERVICES

FUNDS

- Water Utility Fund
- Wastewater Collections Utility Fund
- Regional Wastewater Treatment Plant Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Prepare and modernize utility infrastructure to address the evolving demands of population growth, regulatory changes, and technological advancements.
2. **Maintain and Improve Core Municipal Services.**
   - Replace aging city fleet to enhance efficiency and reduce maintenance costs
   - Promote water & energy conservation and sustainability

OBJECTIVE: PREPARE AND MODERNIZE UTILITY INFRASTRUCTURE TO ADDRESS THE EVOLVING DEMANDS OF POPULATION GROWTH, REGULATORY CHANGES, AND TECHNOLOGICAL ADVANCEMENTS.

Strategy	Implementation of Water and Wastewater Master Plans:	
	Construction of various water tanks (Country Club (replacement), Industrial (replacement), Divario (new), Stonecliff (new)).	Budget Impact ($8.7M)
	Construction of Graveyard Wash Reservoir.	Budget Impact ($21M*)
	Design Virgin River outfall sewer line replacement.	Budget Impact ($1M & $15M)
	Construct Millcreek sewer line replacement.	Budget Impact ($4M)
Strategy	Hire a full-time project manager to oversee the implementation of capital projects efficiently.	Budget Impact ($165,286)
Strategy	Construct expanded laboratory that is currently under design to ensure compliance with changing water and wastewater environmental regulations and expansion of the system.	Budget Impact ($4M)
Strategy	Complete implementation of AMI Metering project for water services.	Budget Impact ($1M)

FY 2026 BUDGET REQUESTS

- Water Distribution
  - Country Club Tank Replacement $3,000,000
  - Industrial Tank Replacement $2,500,000
  - Riverside To Hilton Transmission Line $4,294,000*
  - Snow Canyon 16" Transmission Line Replacement $500,000
  - North Gap Tank (Divario) $3,250,000*

FY 2026 BUDGET REQUESTS

- Irrigation
  - Graveyard Wash Reservoir $21,000,000*
  - Stone Cliff Storage Tank $1,500,000
  - Desert Canyons Transmission Line(s) $6,489,000*
  - Reuse Facility Storage Pond $4,150,000*
  - Commerce Settling Pond, Pump Station, etc. $4,429,000*

FY 2026 BUDGET REQUESTS

- Wastewater Collections
  - Sun River Lift Station Replacement $4,150,000*

FY 2026 BUDGET REQUESTS

- Regional Wastewater
  - Riverside/Millcreek Sewer Line Replacement $4,000,000
  - Wastewater Treatment Lab Building $4,000,000
  - Clarifier Rehabilitation $5,500,000*
  - South Woodview Circle Sewer Line Replacement $2,000,000
  - Seegmiller Marsh Sewer Line Replacement $1,684,200
  - Bloomington Outfall Line Replacement $15,293,000*

OBJECTIVE: REPLACE AGING CITY FLEET TO ENHANCE EFFICIENCY AND REDUCE MAINTENANCE COSTS.

Strategy	Continue to replace aging and outdated vehicles in the fleet as needed using the city's fleet maintenance scoring system and evaluation through the budget process.	Budget Impact ($1.7 M)

FY 2026 BUDGET REQUESTS

- Water Distribution & Irrigation
  - Vactor / Hydro-Excavator Replacement $370,000
  - Excavator Replacement $260,000
  - Crane Truck Replacement $250,000
  - Skidsteer (Gunlock Water Treatment Plant) $90,000

FY 2026 BUDGET REQUESTS

- Wastewater Collections & Regional Treatment
  - Sewer Combo Cleaner Replacement $550,000
  - Skidsteer Replacement $90,000
  - Crew Truck and Superintendent Truck Replacements $110,000

OBJECTIVE: PROMOTE WATER & ENERGY CONSERVATION AND SUSTAINABILITY.

Strategy	Implement and promote water conservation programs and sustainable practices in coordination with regional partners to ensure long-term water resource management.	Current resources
Strategy	Transition meter reading efforts to leak detection and metering audits.	Current resources
Strategy	Actively promote the Eye On Water App to encourage residents to monitor and conserve water.	Current resources
Strategy	Foster public awareness of water and wastewater-related issues through educational programs, workshops, and transparent communication about services, rates, and sustainability efforts.	Current resources
Strategy	Conduct a public information campaign on proper wastewater disposal practices, including avoiding fats, oils, and greases in drains, to reduce system maintenance needs and environmental risks.	Current resources
Strategy	Add 1 FT Pre-treatment Technician to inspect and educate commercial users on harmful discharges.	Budget Impact ($163,699)

FY 2026 BUDGET REQUESTS

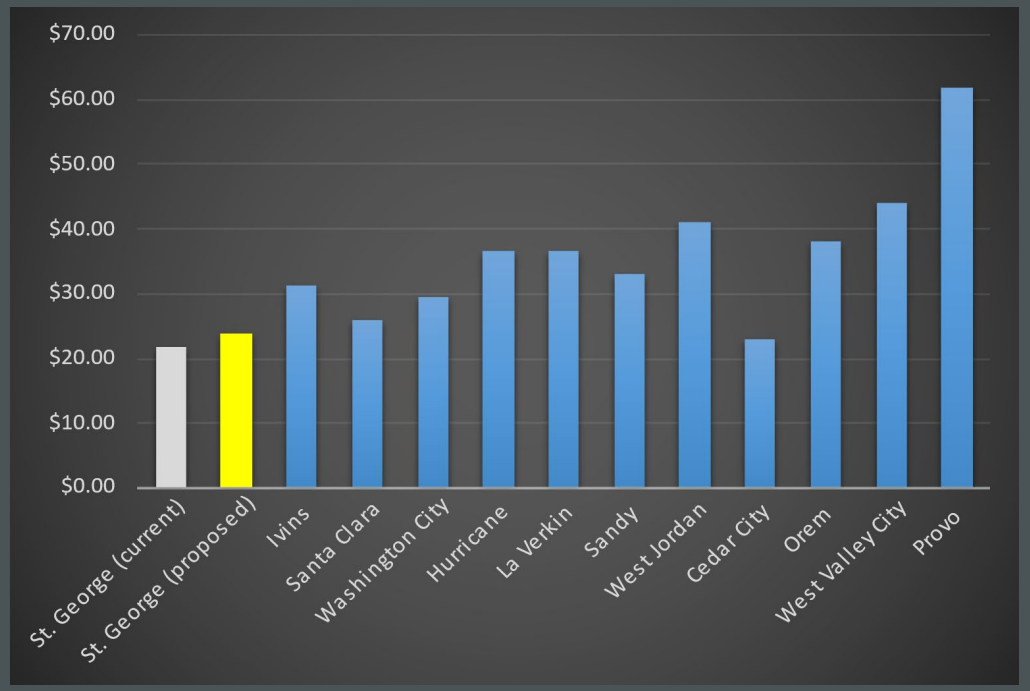
- $163,699 Add 1 FT Pre-treatment Technician

COUNCIL DISCUSSION & FEEDBACK



FY 2026 RATE PROPOSAL

- $0.15/1,000 pass through from WCWCD for water
- $2.20 increase from $21.65 to $23.85 for wastewater (about 10% increase)



GENERAL CAPITAL PROJECTS FUND & FIRE IMPACT FUND

FUNDS

General Capital Projects Fund

Fire Impact Fee Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Community Safety & Security**
   - Maintain and/or lower the fire protection classification rating (ISO)

OBJECTIVE: MAINTAIN AND/OR LOWER THE FIRE PROTECTION CLASSIFICATION RATING (ISO) (CURRENT RATING OF 3).

Strategy	Begin the design phase for Fire Station 2 in the Tonaquint area.	Budget Impact (Current year)
Strategy	Complete the replacement of Fire Station 1.	Completed in FY 2025

FY 2026 BUDGET REQUESTS

- $400,000 for Fire Station #2 Design (FY 2025 Budget)
  - $8.0M for Fire Station #2 Construction (current estimate)

OTHER DEPARTMENT NEEDS GENERAL CAPITAL PROJECTS FUND

- $6.4M for City Hall (through completion)
- $3.7M for Animal Shelter
- $3.5M for Old City Hall & Police HQ Remodel
- $820k for the replacement of the roof for the Dixie Academy Building

COUNCIL DISCUSSION & FEEDBACK



PARKS CAPITAL PROJECT FUNDS

FUNDS

- Parks Impact Fund
- RAP Tax Fund
- Recreation General Obligation Project Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Implement year two of the G.O. Bond.
2. **Financial Stability & Resiliency**
   - Maintain a Low Property Tax Rate

OBJECTIVE: IMPLEMENT YEAR TWO OF THE G.O. BOND.

Strategy	Finish Sun Bowl design and begin construction.	Budget Impact
Strategy	Finish design of Curly Hollow Adventure Park and begin construction.	Budget Impact
Strategy	Replace playgrounds at Christenson Park and Springs Park.	Budget Impact
Strategy	Finish design and start construction of the Ft. Pearce wash trail.	Budget Impact
Strategy	NEW Complete other major G.O. bond projects including Thunder Junction Phase 2, Southern Hills, etc…	Budget Impact

FY 2026 BUDGET REQUESTS

• Fort Pearce Wash Trail	$2,375,000
• Middleton Wash Trail	$600,000
• Dixie Sunbowl	$9,200,000
• Curly Hollow Park	$6,500,000
• Vernon Worthen Park	$1,156,000
• Thunder Junction Phase 2	$4,700,000
• Lizard Wash Park	$5,900,000
• Southern Hills Park	$2,500,000
• JC Snow Park Roller Rink	$1,230,631
• SR-18 Trail Interchange Pedestrian Bridge	$400,000

PARK PROJECTS TIMELINE

CONSTRUCTION STARTS 2025

Boots Cox Family Park	Springs Park	Christensen Park	Desert Vista Park	Middleton Park	Southern Hills Park
New Playground & Pickleball Courts	Park Improvements	New Playgound	Skate Park, Pickleball Courts,& New Restrooms	New Playground	New Construction

Curly Hollow Park	Redwood Tree Park	Sycamore Park	Sandtown Park	Las Colinas Park
New Construction	New Basketball Court & Perimeter Trail	New Playground & Pavilion	Interior Trail	New Construction

Dixie Sunbowl	Lizard Wash Park	Thunder Junction All-Abilities Park Phase 2	Vernon Worthen Park	The Fields at Little Valley
New Bleacher Seating	New Construction	Park Expansion	Performance Stage & New Restrooms	New Lighting & Skate Park

CONSTRUCTION STARTS 2027

Town Square	Sand Hollow Aquatic Center	Reservoir Park	Fossil Falls Park	The Canyons Softball complex	Bloomington Sports Complex
New Stage & Restrooms	Splash Pad	Recreation Lake	Beach Area	New Lighting	Park Improvements

Timeline subject to change

Completed in 2024

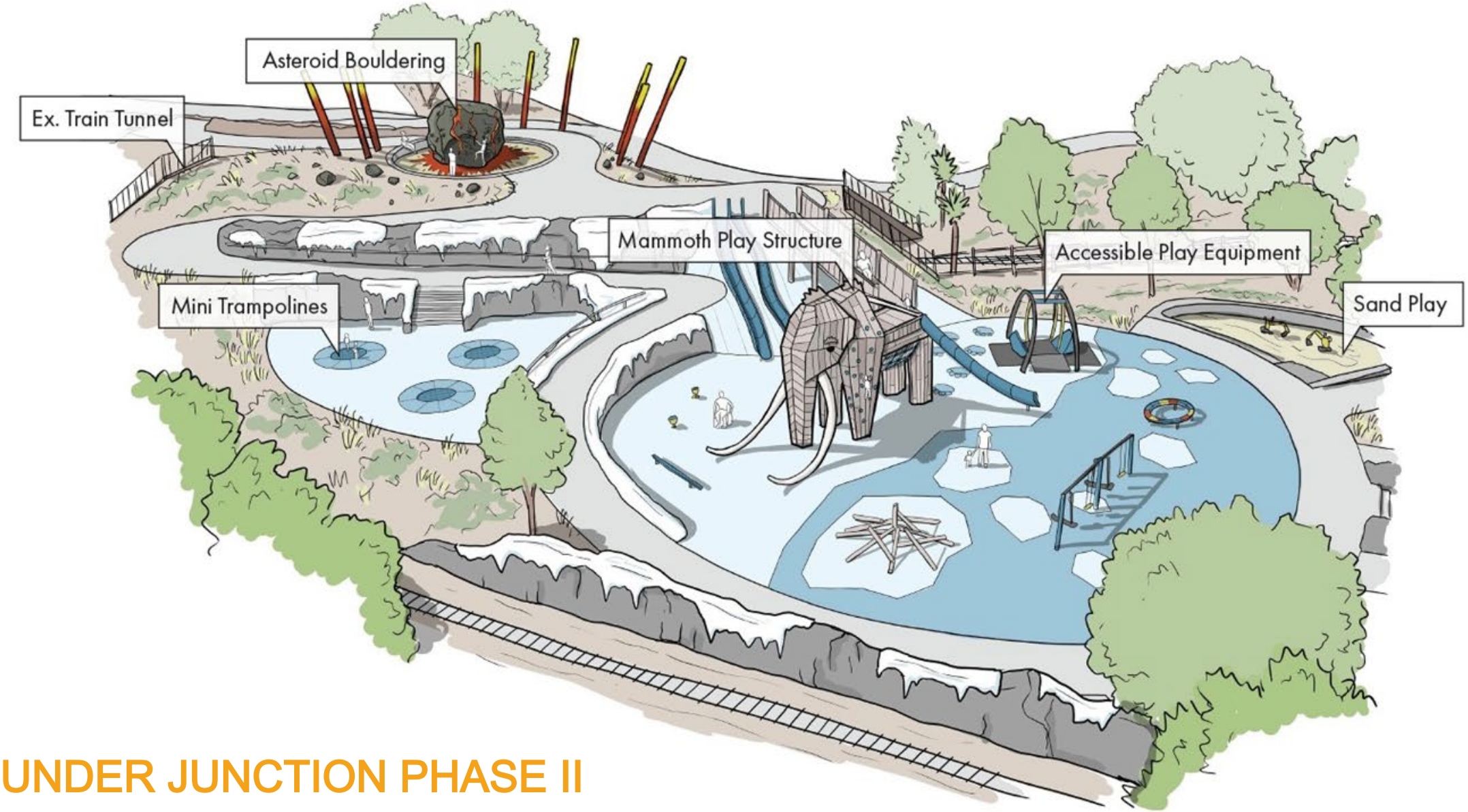
- Airport Parkway Trail
- Bloomington Park: Shade & Benches
- Halfway Wash Trail: North Extension
- Fossil Falls Park
- JC Snow Park: New Pavilions
- Mathis Park: Playground Replacement
- Middleton Park: Playground Replacement
- Pioneer Park Interpretive Trail
- Royal Oaks Park: Playground Replacement
- Town Square: Retaining Wall & Masonry Repairs
- The Fields at Little Valley: Pickleball Expansion
- The Fields at Little Valley: Artificial Turf Fields
- Virgin River South Trail: Brigham Road to I-15
- Virgin River North Trail: Pedestrian Bridge

To Be Completed in 2025

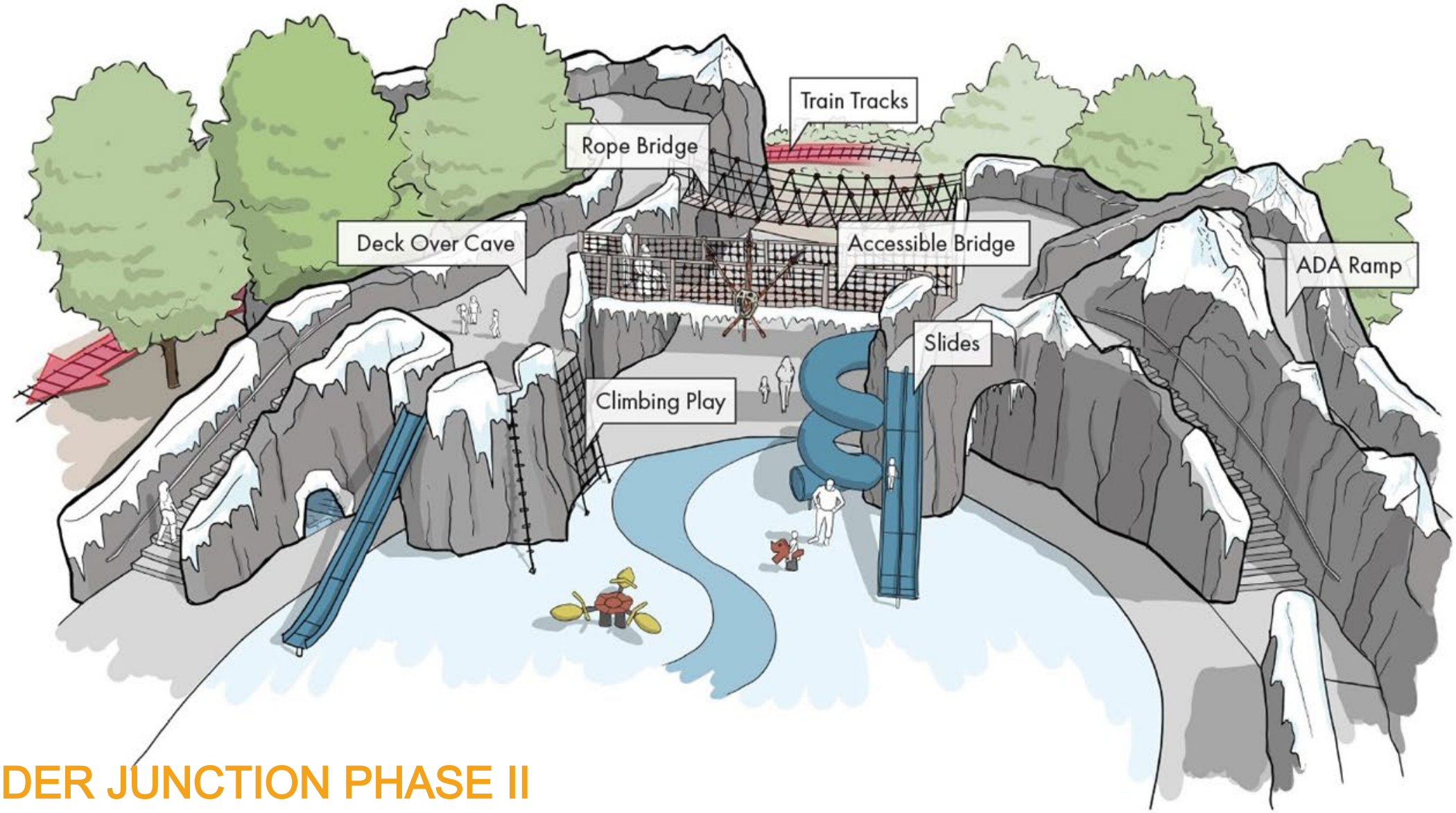
- Archaeological Projects
- Boots Cox Family Park:
- Playground Replacement &Pickleball Courts
- Black Hill Trail
- City Pool: Pool Deck Replacement
- Christensen Park: Playground Replacement
- Desert Vista Park: Skate Park, Pickleball Courts & New Restrooms
- Las Colinas Park
- The Fields at Little Valley Complex: Soccer Field Lights & Skate Park
- Rim Rock Trail
- Redwood Tree Park: New Basketball Court & Perimeter Trail
- Sandtown Park: Interior Trail
- Snake Hollow: Bike Park Repairs
- Springs Park: Playground Replacement & Park Expansion
- Sycamore Park: Playground Replacement & Pavilion
- Tonaquint Cemetery: Expansion
- Town Square: New Site Furnishings
- Vernon Worthen Park: Performance Stage, New Restroom & Gazebo

Construction Starts in 2025

- Curly Hollow Park
- Dixie Sunbowl: Remodel
- Lizard Wash Park
- Middleton Wash Trail
- Fort Pearce Wash Trail Phase 1
- Santa Clara River Trail: Halfway Wash to Mathis Park
- Southern Hills Park
- SR-7 Trail
- Thunder Junction All-Abilities Park Phase 2
- Virgin River South Trail: Springs Park to Mall Dr.

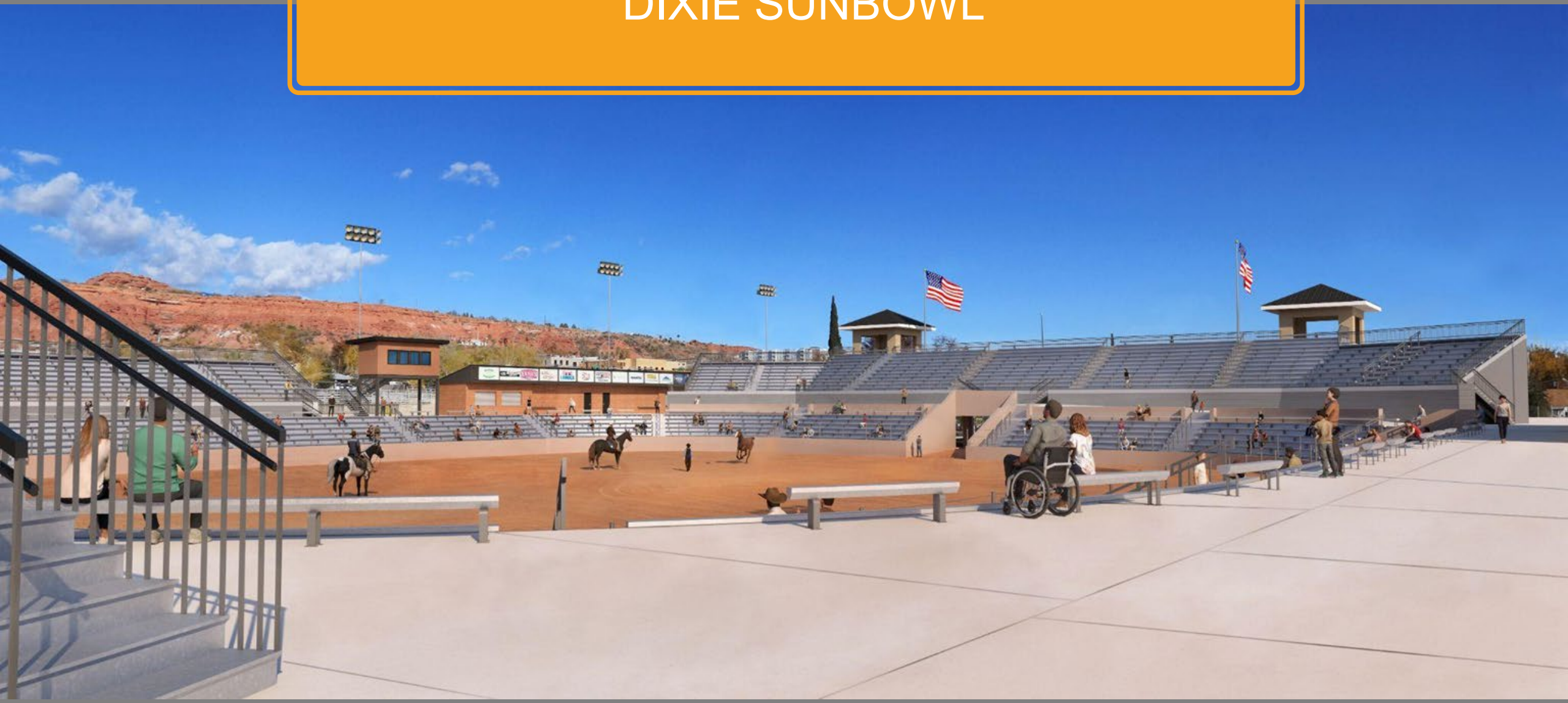


THUNDER JUNCTION PHASE II

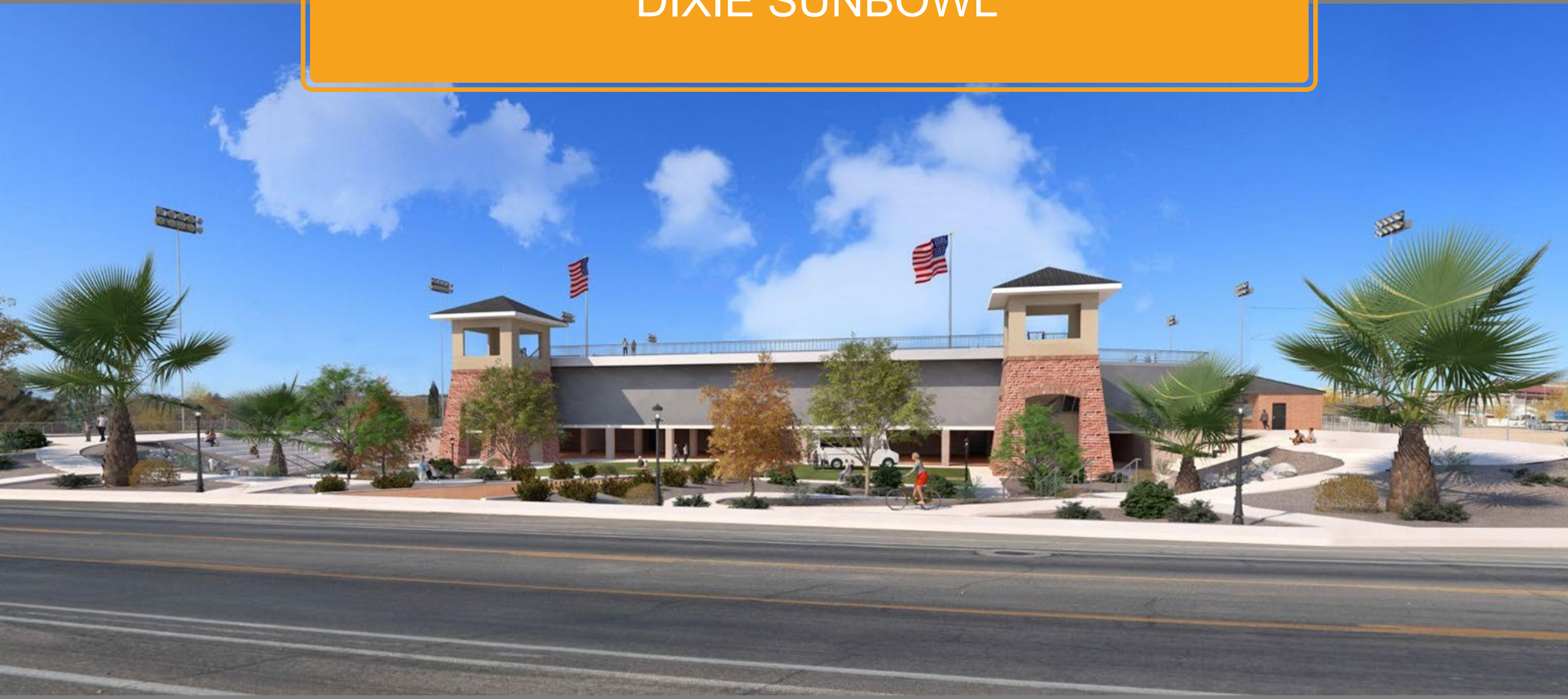


THUNDER JUNCTION PHASE II

DIXIE SUNBOWL



DIXIE SUNBOWL




Park Boundary
Trail
Trail Extention along
White Dome Drive
Playground
White Dome
Nature Preserve
Cornhole
Horseshoes
Turf Area
Restroom
Trailhead &
Trail to White
Dome NP
Overlook
Pavilion
Bridge
White Dome Drive
Sand Ridge Drive
SOUTHERN HILLS PARK



CONCEPT PLAN

Curly Hollow Adventure Park

LEGEND

1. Faux Stone Climbing/Bouldering Area
2. Sand Play
3. Hammock/Slackline Poles
4. Waterfall and River Splash Pad
5. Nature Play Hillside Playground
6. Concrete Slide in Hillside
7. Zip Line
8. Obstacle Course
9. Single Track Mtn Bike Course
10. Pump Track
11. Kids' Mini Pump Track
12. Skate Park
13. Tennis Courts (2)
14. Pickleball Courts (6)
15. Shade Pavilion
16. Restroom w/ Splash Pad Pump
17. Lawn
18. Concrete Paving
19. Asphalt Road and Parking
20. Chat Walking Path
21. Faux Stone Retaining Wall
22. Naturalistic Landscape Area
23. Fire Station



LIZARD WASH PARK

TRAILS, PARKS, & RECREATION GENERAL OBLIGATION BOND PROPOSED PROJECT 2023

St.George
THE BRIGHTER SIDE



MIDDLETON WASH TRAIL

CONCEPT PLAN - DECEMBER 5, 2024

St.George
THE BRIGHTER SIDE



FORT PEARCE WASH TRAIL

TRAILS, PARKS, & RECREATION GENERAL OBLIGATION BOND PROPOSED PROJECT 2023

St.George
THE BRIGHTER SIDE



MATHIS PARK & SANTA CLARA RIVER TRAIL

SAND HOLLOW WASH TRAIL

PROPOSED SAND HOLLOW WASH TRAIL CONNECTION

SUNBROOK GOLF COURSE

SAND HOLLOW WASH

PROPOSED HALFWAY WASH TRAIL CONNECTION

DIXIE DR.

PROPOSED SANTA CLARA RIVER TRAIL

SUNSET BLVD.

DIXIE DR.

HALFWAY WASH & TRAIL

SANTA CLARA RIVER

COTTONWOOD COVE PARK & SCR TRAIL

BLAKE PARK

VALLEY VIEW DR.

NORTH

LEGEND

PROPOSED TRAIL

EXISTING TRAIL

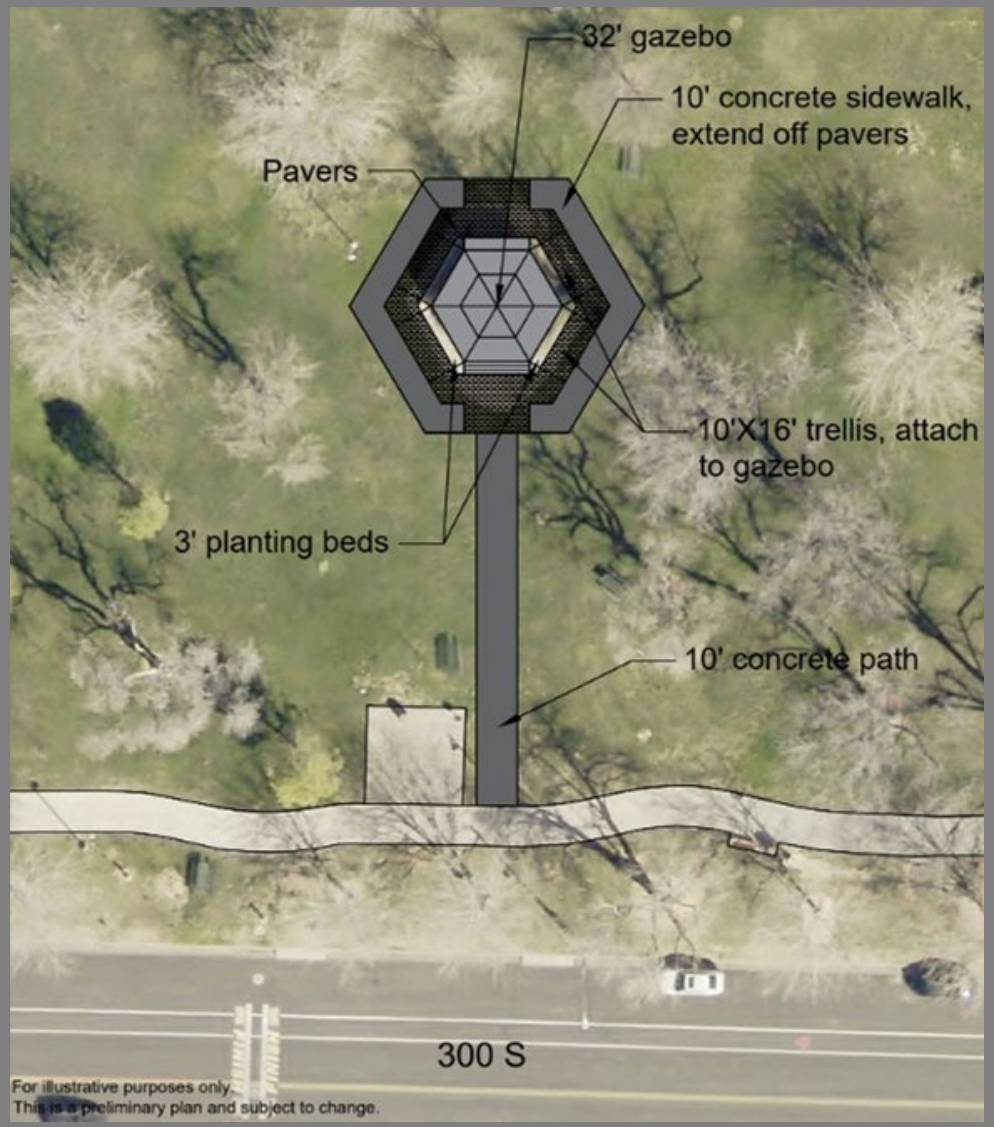
SANTA CLARA RIVER TRAIL

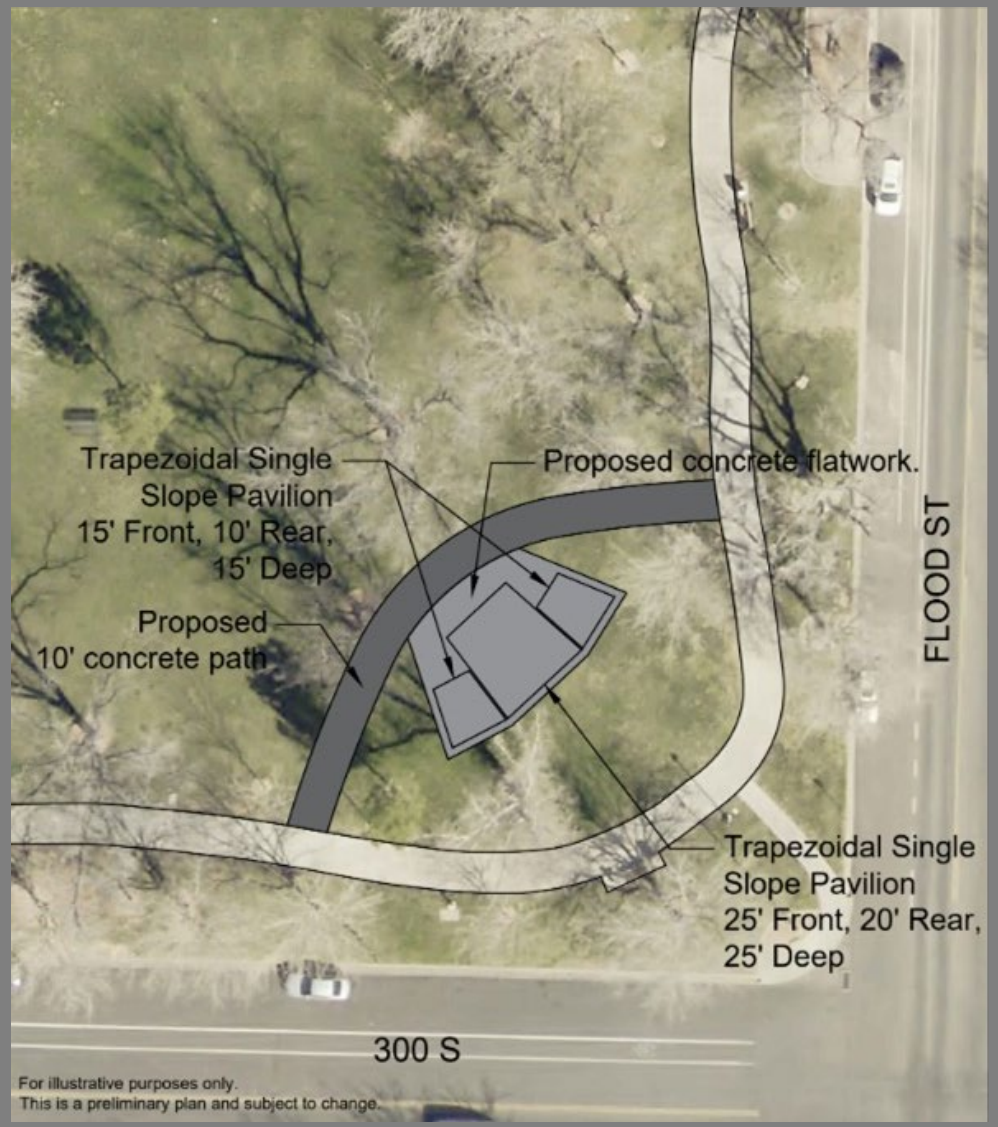
TRAILS, PARKS, & RECREATION GENERAL OBLIGATION BOND PROPOSED PROJECT 2023

St.George

THE BRIGHTER SIDE

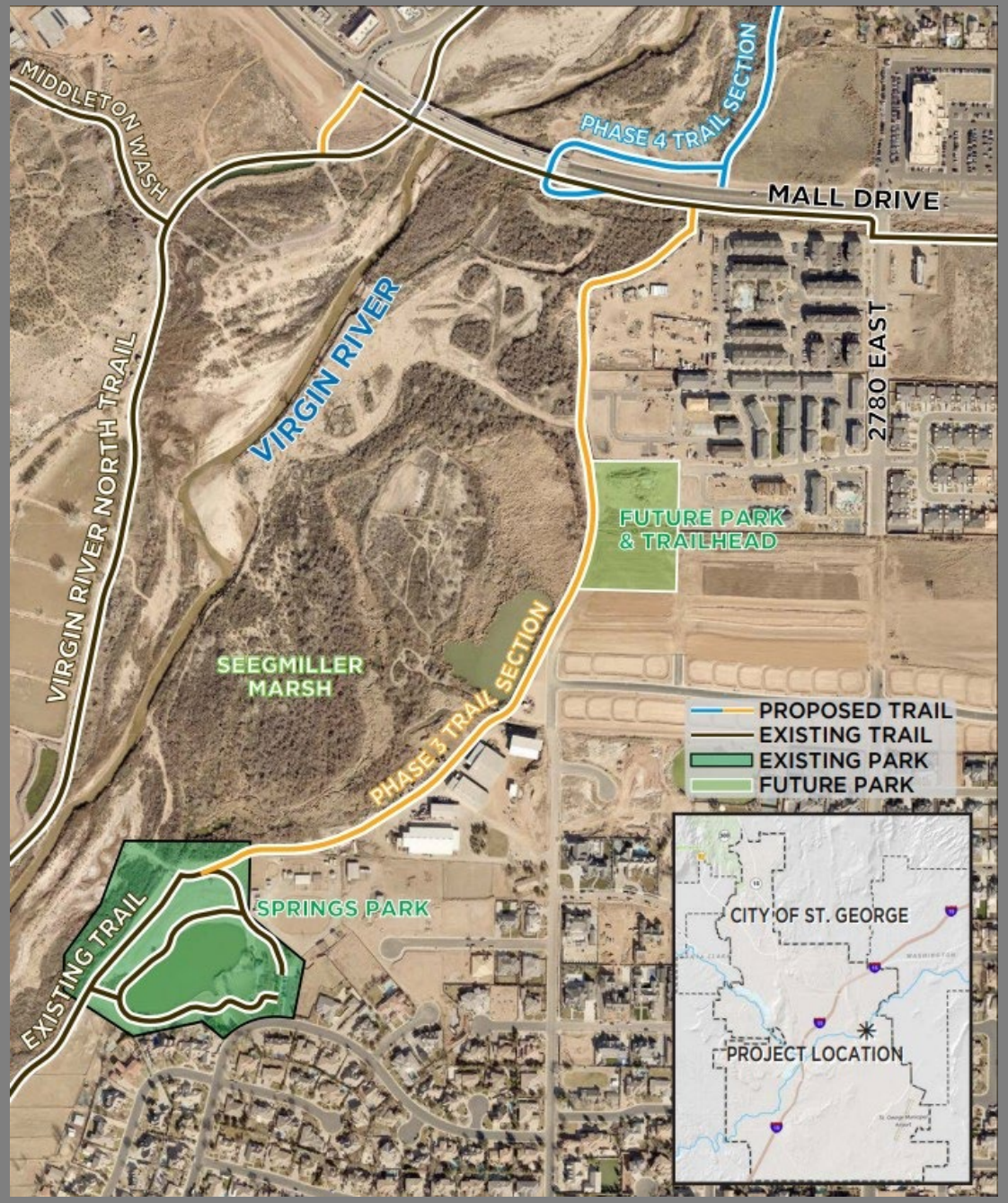
VERNON WORTHEN
GAZEBO & BANDSHELL





VIRGIN RIVER SOUTH TRAIL
SPRINGS PARK TO MALL DR





OBJECTIVE: MAINTAIN A LOW PROPERTY TAX RATE.

Strategy	Pursue alternative funding sources including: grants, TRT, and a dedicated sales tax for fire.	Current resources

GRANT APPLICATIONS

UORG: Utah Outdoor Recreation Grant

- JC Snow Roller Rink - $500,000
- City Hall Landscape Plaza - $500,000
- Lizard Wash Park -$1,000,000

CPR: Community Parks and Recreation Grant

- Thunder Junction Phase 2 - $200,000

RRI: Recreation Restoration Infrastructure

- Snake Hollow Bike Park - $250,000

TRT: Transient Room Tax

- Thunder Junction Phase 2 - $1,500,000

LWCF: Land and Water Conservation Fund

- Curly Hollow Adventure Park Phase 1 - $3,000,000

COUNCIL DISCUSSION & FEEDBACK



AIRPORT CAPITAL PROJECT FUND

FUNDS

Airport Capital Projects Fund

Airport PFC Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Expand and enhance transportation options and infrastructure for the community
   - Enhance transportation flow and safety by optimizing infrastructure, addressing critical gaps, and implementing data-driven improvements

OBJECTIVE: EXPAND AND ENHANCE TRANSPORTATION OPTIONS AND INFRASTRUCTURE FOR THE COMMUNITY.

Strategy	Airport enhancements:	
	Complete 100% design for expansion of the airport terminal.	Budget Impact
	NEW Reconstruct Taxiway A & A2, Phase II	Budget Impact
	NEW Construct West General Aviation Taxi Lanes	Budget Impact
	NEW Pavement Maintenance	Budget Impact

FY 2026 BUDGET REQUESTS

- $ 3,500,000 Terminal Expansion 100% Design
- $ 3,000,000 Reconstruct Taxiway A & A2
- $ 947,368 Construct West GA Taxi Lanes
- $ 1,800,000 Pavement Maintenance

OBJECTIVE: ENHANCE TRANSPORTATION FLOW AND SAFETY BY OPTIMIZING INFRASTRUCTURE, ADDRESSING CRITICAL GAPS, AND IMPLEMENTING DATA-DRIVEN IMPROVEMENTS.

Strategy	Complete design and construction of the Airport Traffic Control Tower and acquisition of equipment	Budget Impact

FY 2026 BUDGET REQUESTS

- $15,000,000 Construction of Air Traffic Control Tower
- $ 2,000,000 Acquisition of Equipment

COUNCIL DISCUSSION & FEEDBACK



PUBLIC WORKS CAPITAL PROJECTS

FUNDS

- Public Works Capital Projects Fund
- Street Impact Fund
- Drainage Impact Fund
- Transportation Improvement Fund
- Drainage Utility Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Expand and enhance transportation options and infrastructure for the community
   - Enhance transportation flow and safety by optimizing infrastructure, addressing critical gaps, and implementing data-driven improvements
2. **Maintain the Integrity of Existing Neighborhoods Including Completing the General Plan Updates.**
   - Implement the Downtown Area Plan (Commercial)

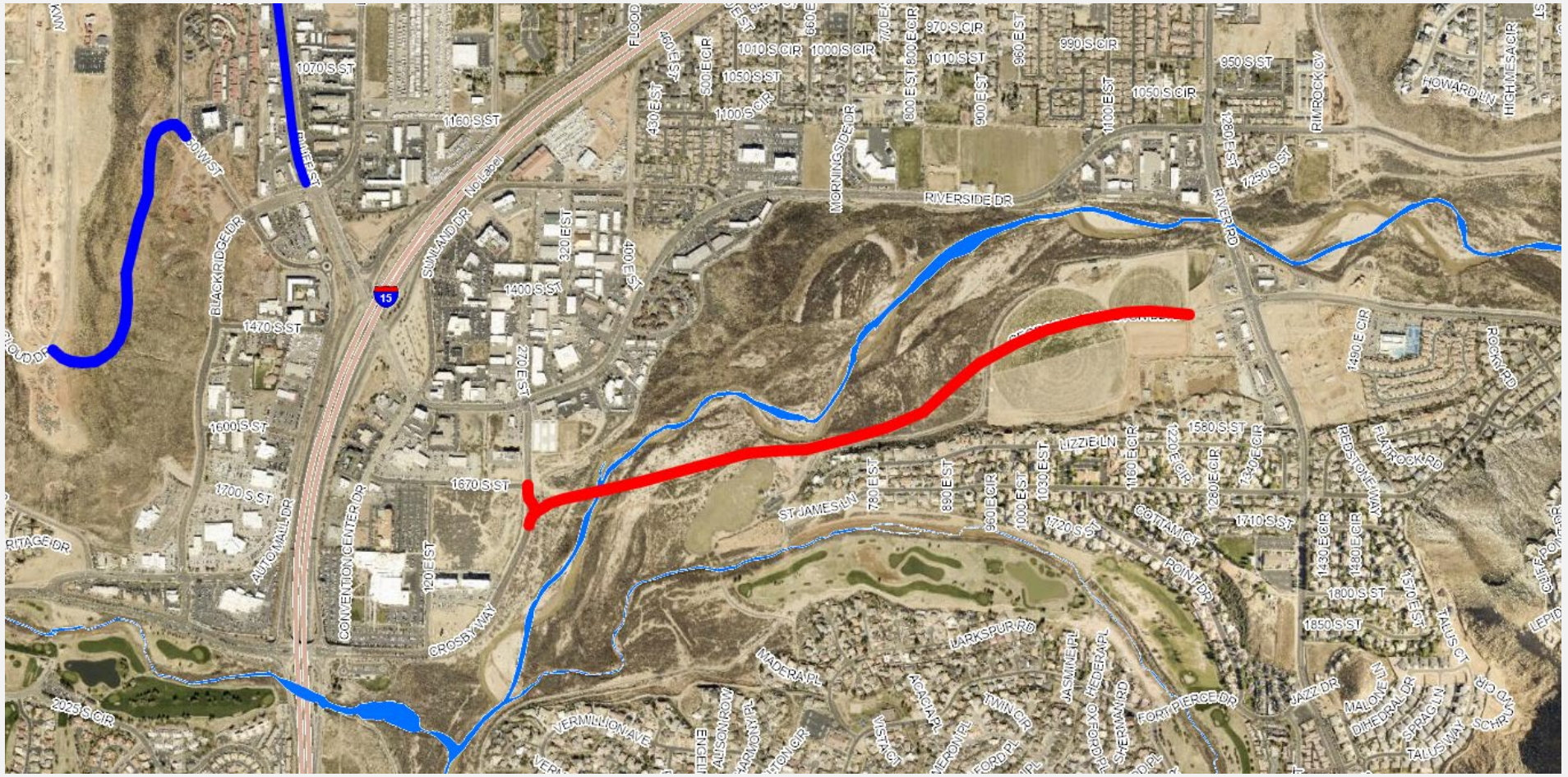
OBJECTIVE: EXPAND AND ENHANCE TRANSPORTATION OPTIONS AND INFRASTRUCTURE FOR THE COMMUNITY.

Strategy	Roadway and Bridge Projects:	
	Finish the design of the 1450 S (GWB) roadway and bridge project and commence construction.	Budget Impact
	Commence construction on Gap Canyon Parkway.	Budget Impact
Strategy	Pedestrian and Active Transportation Improvements:	
	Complete the SR-7 Trail project.	Budget Impact
	Complete the 700 E roadway and pedestrian improvements.	Current Resources (80-90% completed in FY25)
Strategy	Update All Master Plans (Roadway, Trail, Active Transportation).	Budget Impact

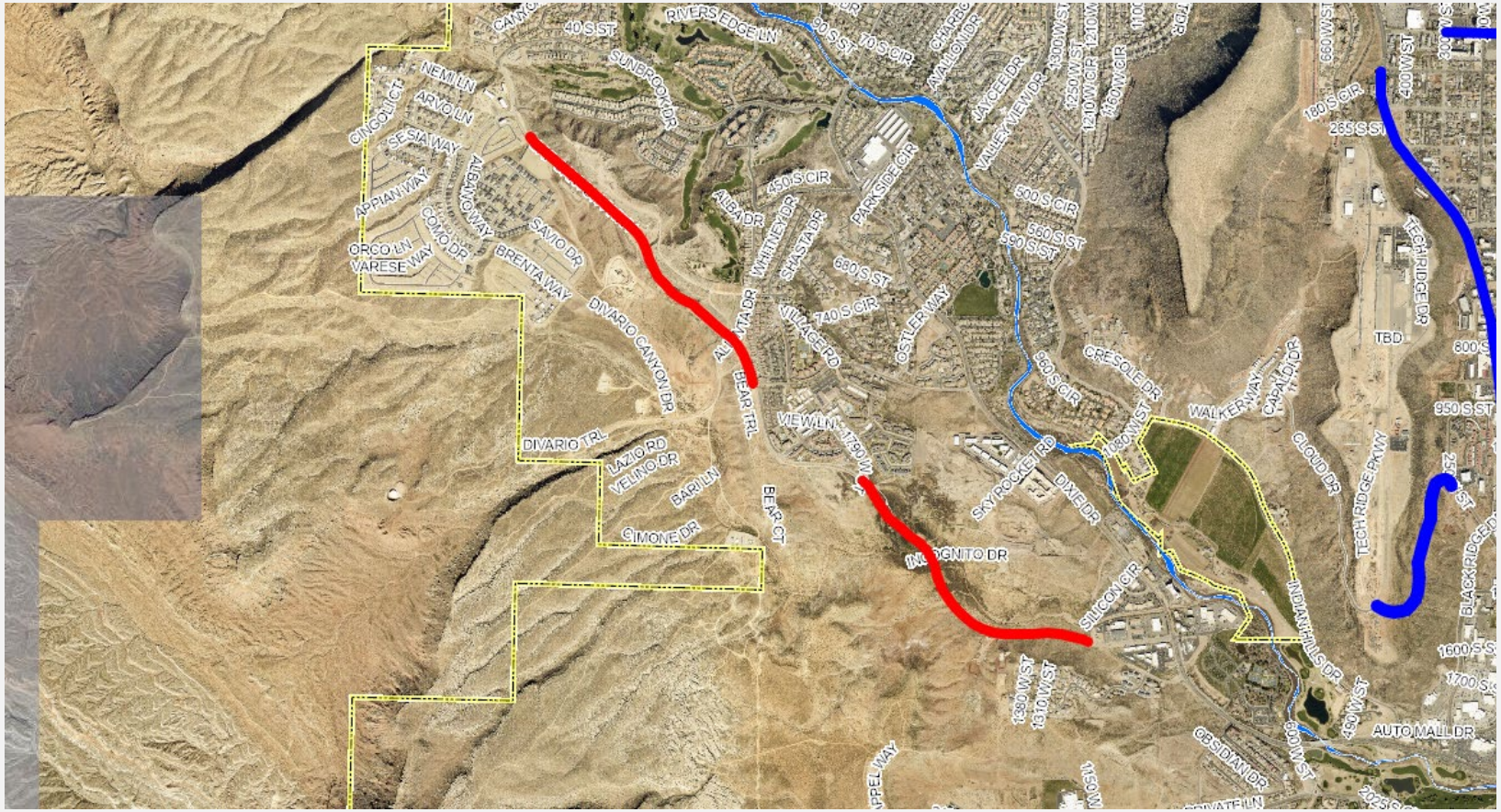
FY 2026 BUDGET REQUESTS

- $30,000,000 for the 1450 S (GWB) Road and Bridge Project (multi-year)
- $4,500,000 to complete the Gap Canyon Parkway construction
- 8,300,000 to complete the SR-7 Trail Project
- $116,000 (current resources) to complete the 700 E roadway and pedestrian improvements
- $200,000 to update all Master Plans (Roadway, Trail, Active Transportation) (multi-year)

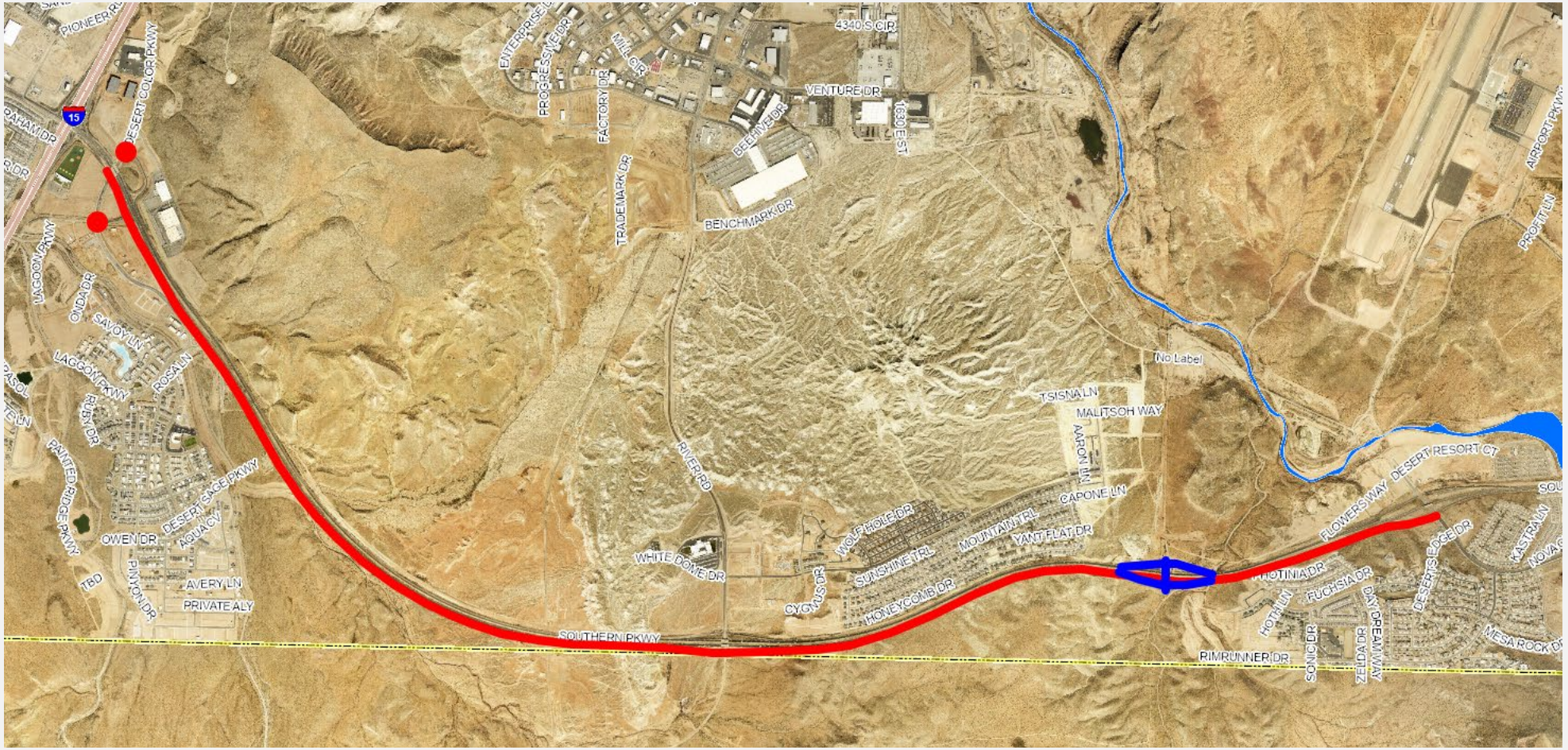
1450 S (GWB) ROADWAY & BRIDGE



GAP CANYON PARKWAY



SR-7 TRAIL


PIONEER PL
DESERT COLOR PKWY
15
DAHAM DR
LAGOON PKWY
ONDA DR
SAVOY LN
LAGOON PKWY
ROSA LN
RUBY DR
PAINTED RIDGE PKWY
DESERT SAGE PKWY
AQUA CV
OWEN DR
PINYON DR
AVERY LN
PRIVATE ALY
TBD
ENTERPRISE
PROGRESS WAY DR
FACTORY DR
MILL CIR
4340 S CIR
VENTURE DR
1930 E ST
BEEHIVE DR
TRADEMARK DR
BENCHMARK DR
RIVER RD
WHITE DOME DR
CYGNUS DR
WOLF HOLE DR
SUNSHINE TRL
HONEYCOMB DR
MOUNTAIN TRL
YANT FLAT DR
SOUTHERN PKWY
No Label
T SISNA LN
MALITSOH WAY
AARON LN
CAPONE LN
AIRPORT PKWY
PROFIT LN
DESERT RESORT CT
FLOWERS WAY
PHOTINIA DR
FUCHSIA DR
BAY DREAM WAY
DESERT LODGE DR
KASTRA LN
MESA ROCK DR
HOTH LN
SONIC DR
ZELDA DR
RIMRUNNER DR

OBJECTIVE: ENHANCE TRANSPORTATION FLOW AND SAFETY BY OPTIMIZING INFRASTRUCTURE, ADDRESSING CRITICAL GAPS, AND IMPLEMENTING DATA-DRIVEN IMPROVEMENTS.

Strategy	Continue corridor signal timing analysis and implement timing program improvements (100 S, 700 S, River Road).	Current resources
Strategy	Install safety-enhanced crosswalks at high-priority locations. identified during the year.	Current Resources
Strategy	Continue ADA inventory and associated ADA ramp upgrades to meet ADA compliance (e.g., 4 to 12 ramps per year).	Current Resources
Strategy	Install sidewalks where gaps are located (e.g., Tonaquint Dr).	Current Resources
Strategy	Install special lights at traffic signals called "red light running lights" to help the police department to more easily identify red light runners.	Budget Impact
Strategy	Install traffic signals at 4 to 5 key locations.	Budget Impact

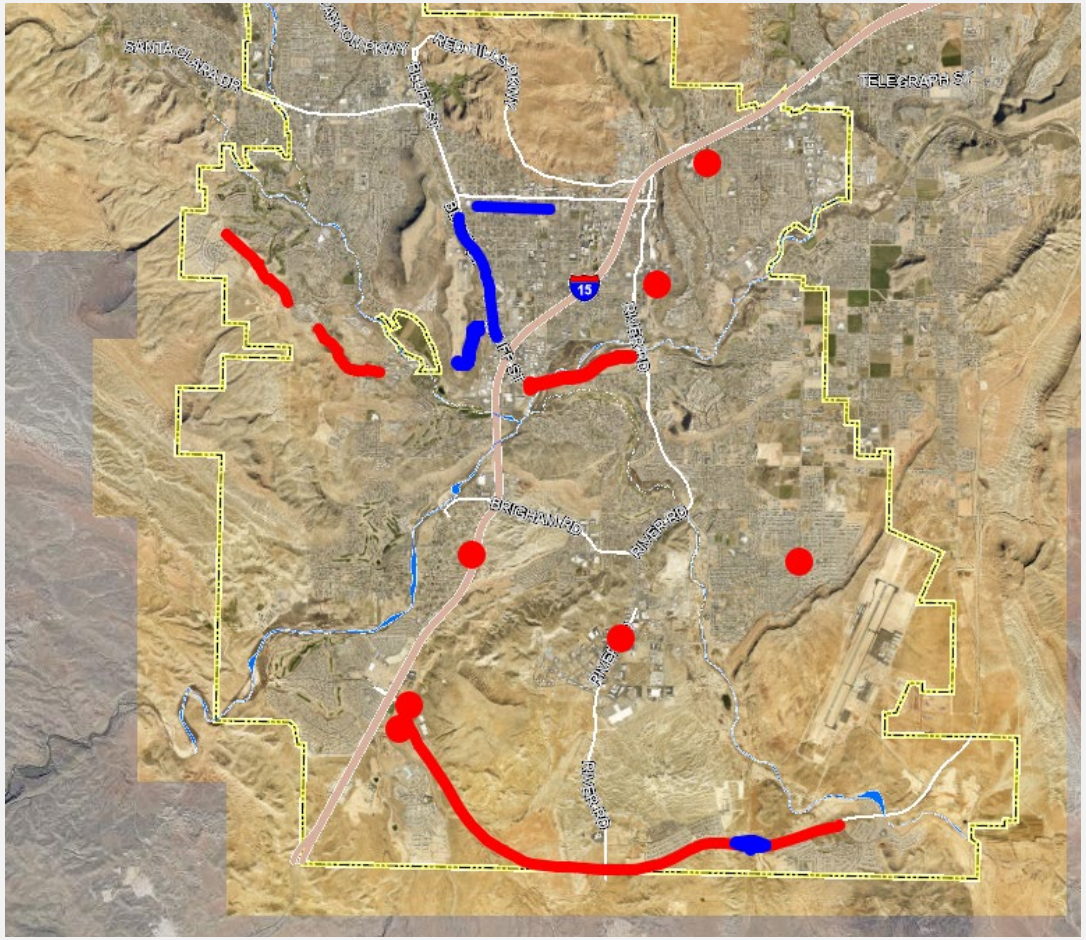
FY 2026 BUDGET REQUESTS

- $10,000 to install special lights at traffic signals called "red light tattle lights" to help the police department to more easily identify red light runners.
- $2,400,000 to install traffic signals at 4 to 5 key locations (approx. 400k ea):
  - Man O War Rd Pioneer - design complete, construction of 370k
  - 3000 E Crimson Ridge - design complete, construction of 370k
  - Foremaster Dr 1450 E - design complete, construction of 370k
  - Desert Color Black Mountain - design complete, construction of 370k
  - River Rd Commerce Dr - design complete, construction of 370k
  - Desert Color Costco - design complete, construction of 370k
  - Miscellaneous & Contingency - 180k
  - Other locations: 450 N Mall Dr

RED LIGHT TATTLE LIGHTS



TRAFFIC SIGNAL LOCATIONS



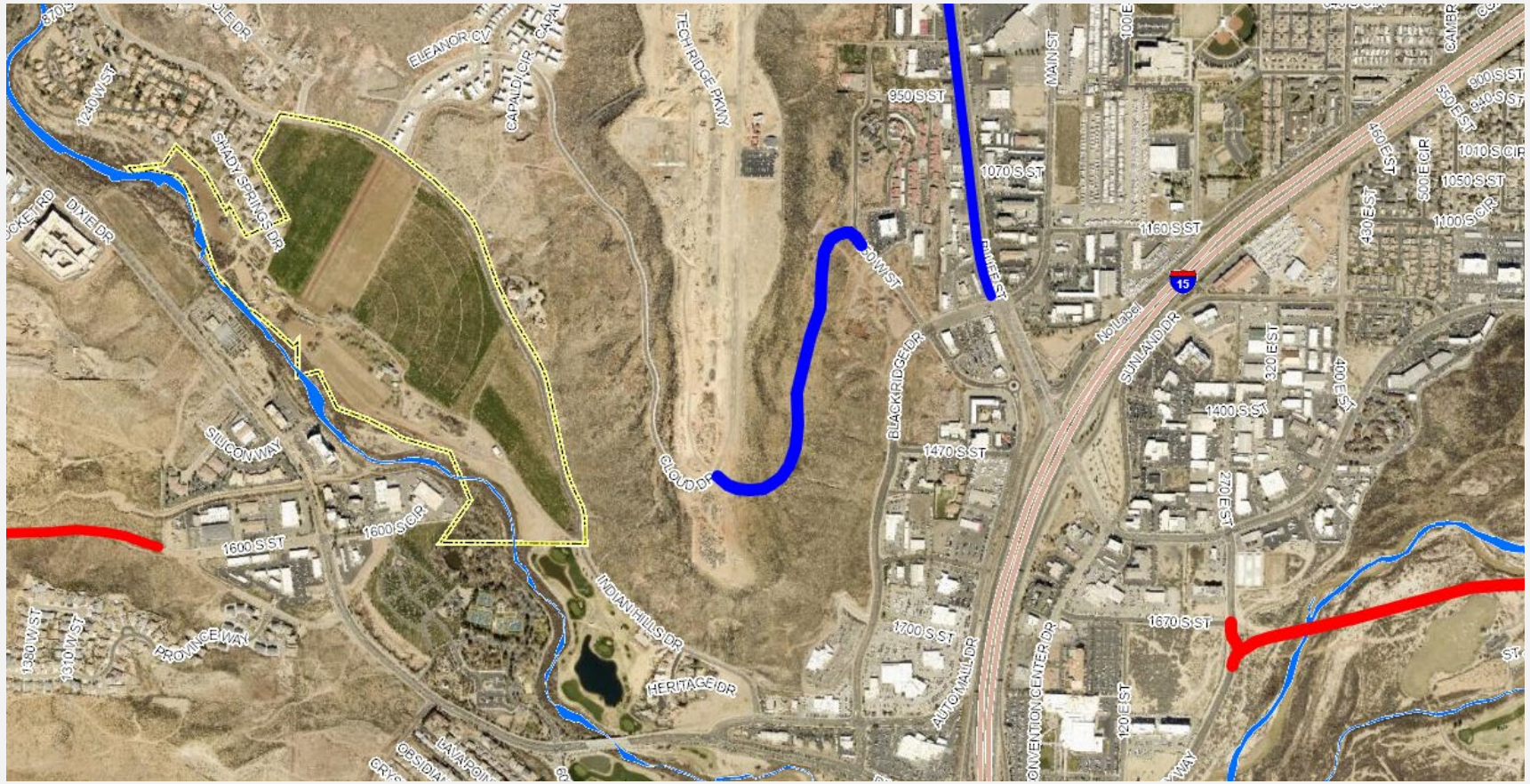
OBJECTIVE: IMPLEMENT THE DOWNTOWN AREA PLAN (DAP) (COMMERCIAL) TO ENHANCE PLACEMAKING, ECONOMIC DEVELOPMENT, AND SUPPORT MULTI-MODAL TRANSPORTATION.

Strategy	Update Master Trails Plan to enhance downtown Urban Trail System.	Current resources
Strategy	Redesign Tabernacle St to better accommodate driving, biking, and walking from 300 W to 700 E.	Current resources
Strategy	Provide vehicle barrier options on Main St (between Tabernacle and SG Blvd) as possibilities.	Current resources
Strategy	Include the Downtown "Urban Trail" concept in the master plans as approved in the downtown plan.	Current resources

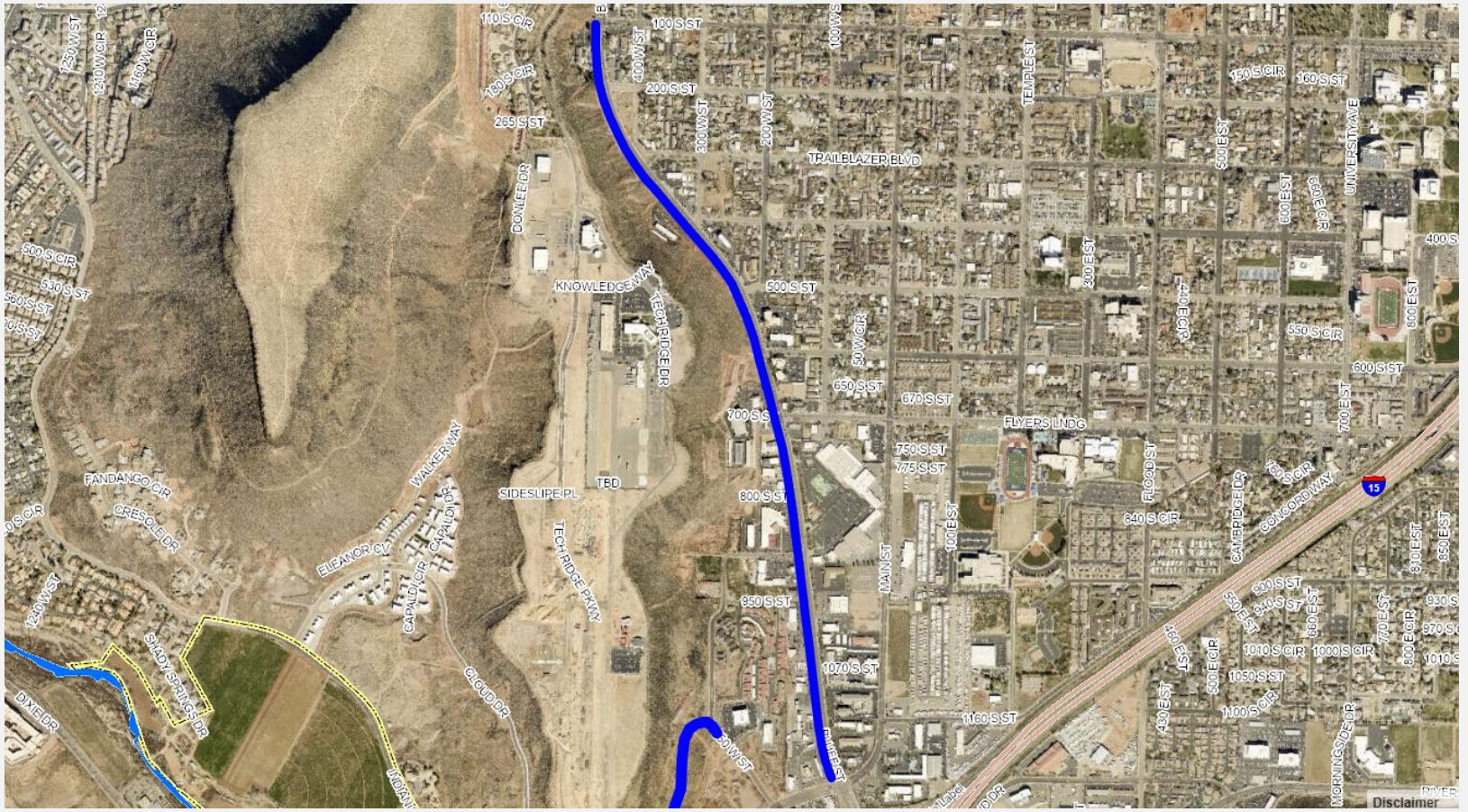
OTHER DEPARTMENT NEEDS
PUBLIC WORKS CAPITAL PROJECTS FUND

- $3,700,000 Pavement Management
- $690,000 Tech Ridge southeast access road (complete)
- $1,775,000 Bluff St Trail – City participation
- $1,000,000 Exit 5 Interchange on SR-7 (multi-year)
- $2,000,000 Developer Matching for Streets and Drainage
- $500,000 Downtown roadway improvements (Tabernacle, Main St)
- $2,000,000 Large Storm Drain Repair (2450 E, 400 E, 900 E, Main St)
- $1,000,000 NRCS EWP projects (complete)
- $500,000 Halfway Wash Culvert Repair (multi-year)

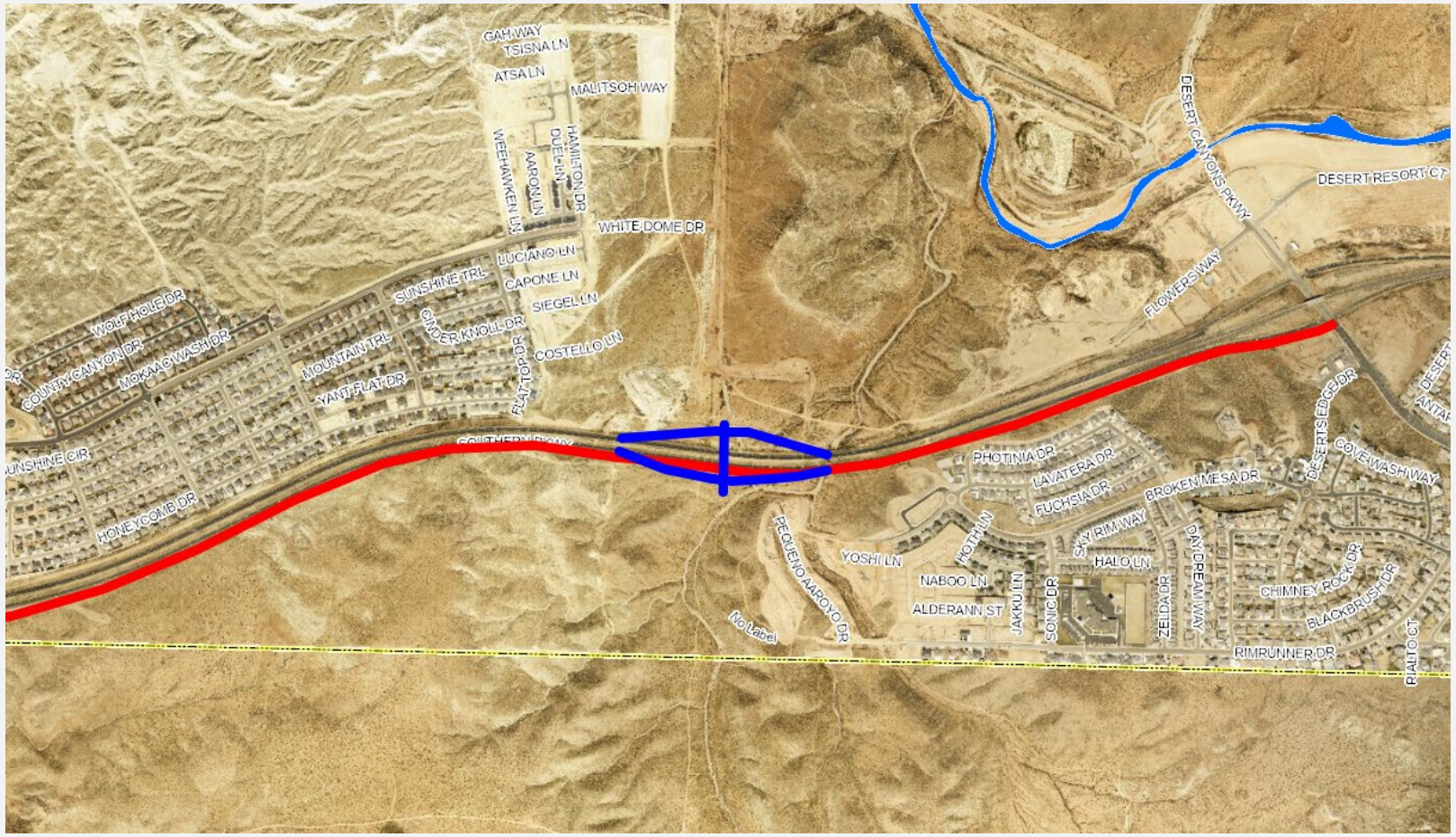
TECH RIDGE SOUTHEAST ACCESS



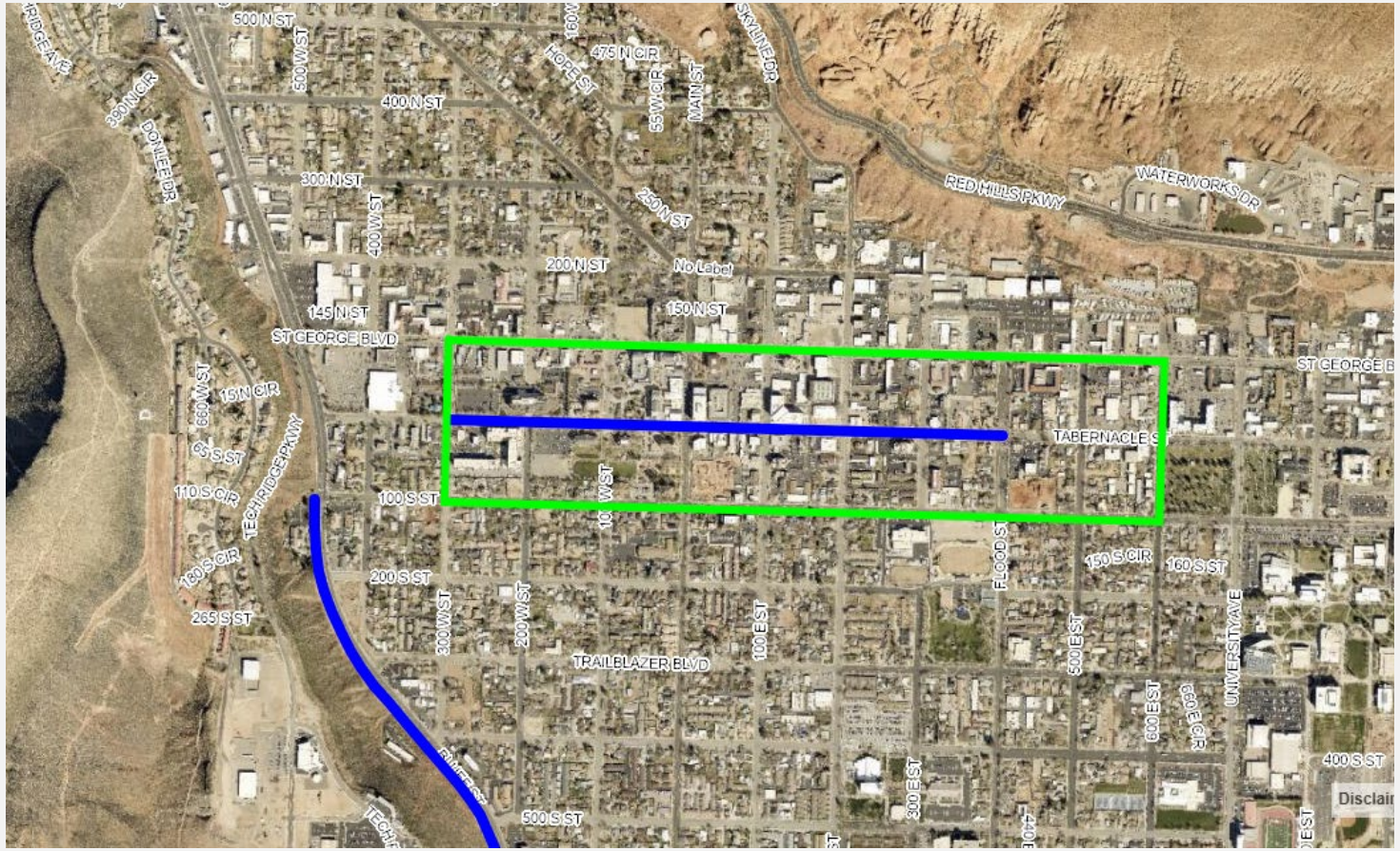
BLUFF ST TRAIL – CITY PARTICIPATION



EXIT 5 INTERCHANGE ON SR-7



DOWNTOWN ROADWAY IMPROVEMENTS



COUNCIL DISCUSSION & FEEDBACK



SUNTRAN

FUNDS

Public Transit Fund

COUNCIL PRIORITIES & KEY OBJECTIVES

1. **Preserve and Improve Public Infrastructure and Transportation. Improving Traffic Flow and Mobility.**
   - Expand and enhance transportation options and infrastructure for the community

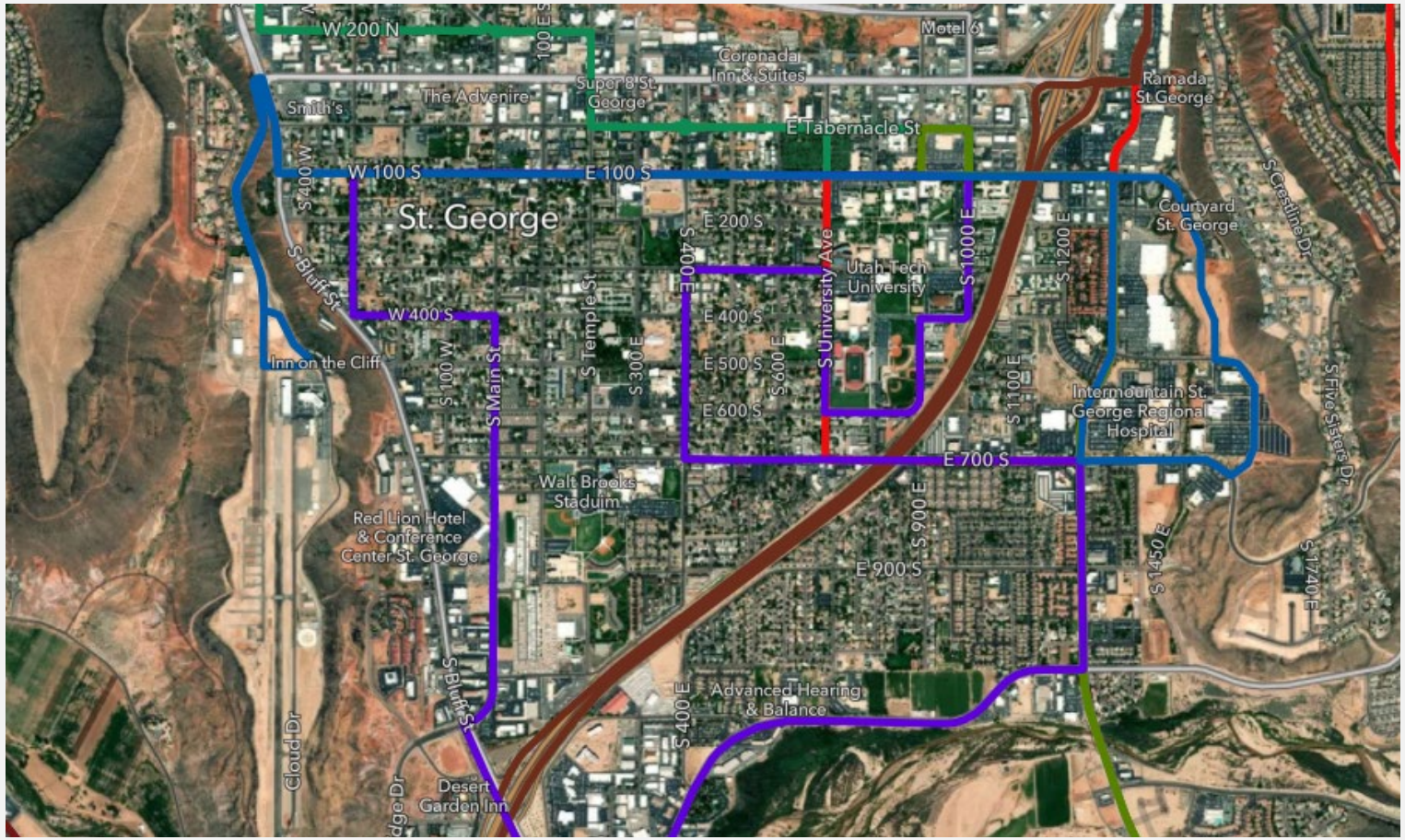
OBJECTIVE: EXPAND AND ENHANCE TRANSPORTATION OPTIONS AND INFRASTRUCTURE FOR THE COMMUNITY.

Strategy	Transit Service Enhancements:	
	Introduce transit service on Sunday.	Budget Impact
	Begin the process for two (2) additional transit routes (possibilities: downtown route, south River Rd to FP Ind).	Future Budget Impact

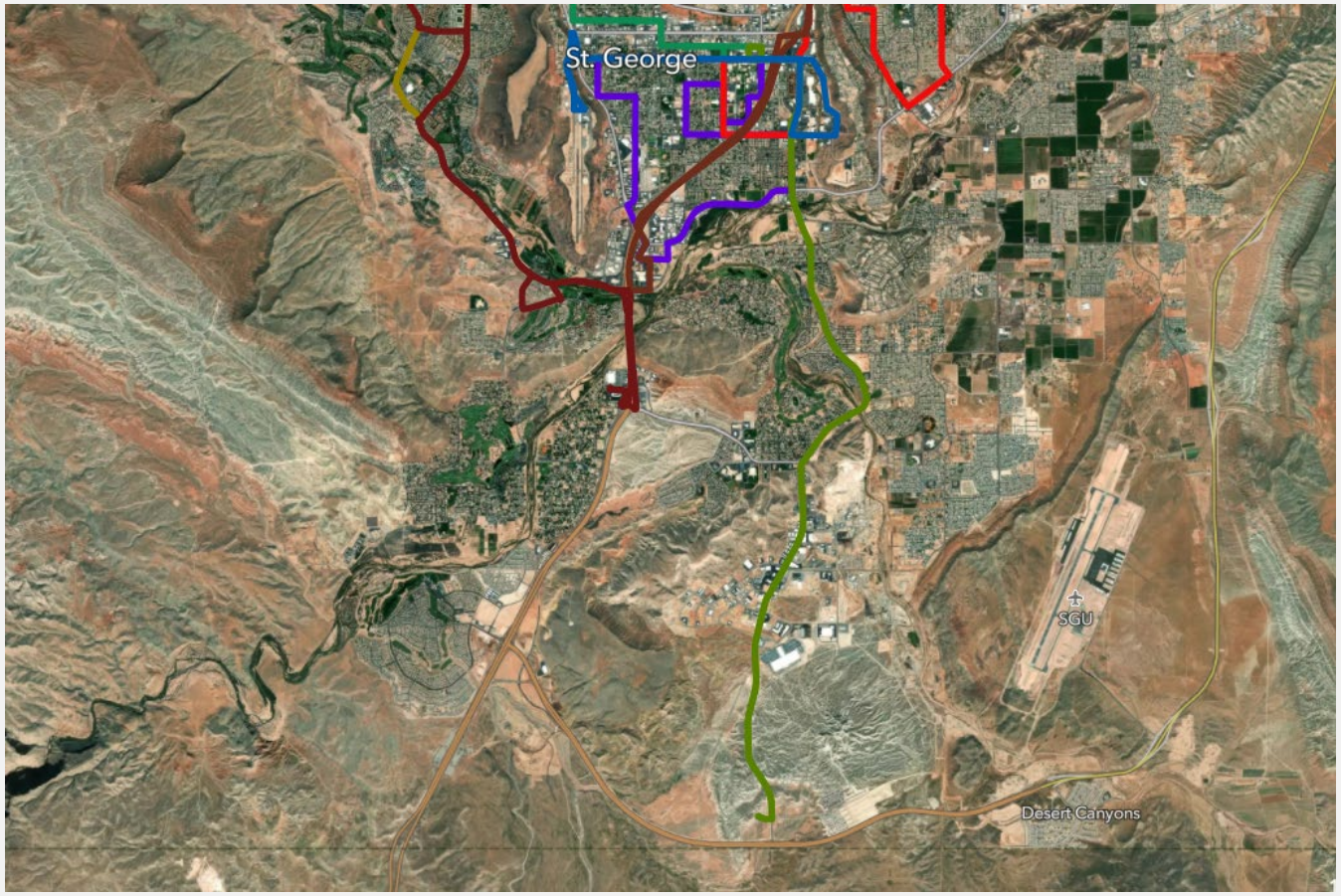
FY 2026 BUDGET REQUESTS

- $325,000 Introduce transit service on Sunday.
  - $199,000 Main System and $125,000 Zion Route
- $1,665,000 in FY27 - Begin the process for two (2) additional transit routes (possibilities: downtown route, south River Rd to FP Ind).
  - $1,300,000 for buses (FTA grant 80%, Local match 20%)
  - $365,000 for additional drivers (FTA grant 50%, Local match 50%)

ROUTE 8 DOWNTOWN



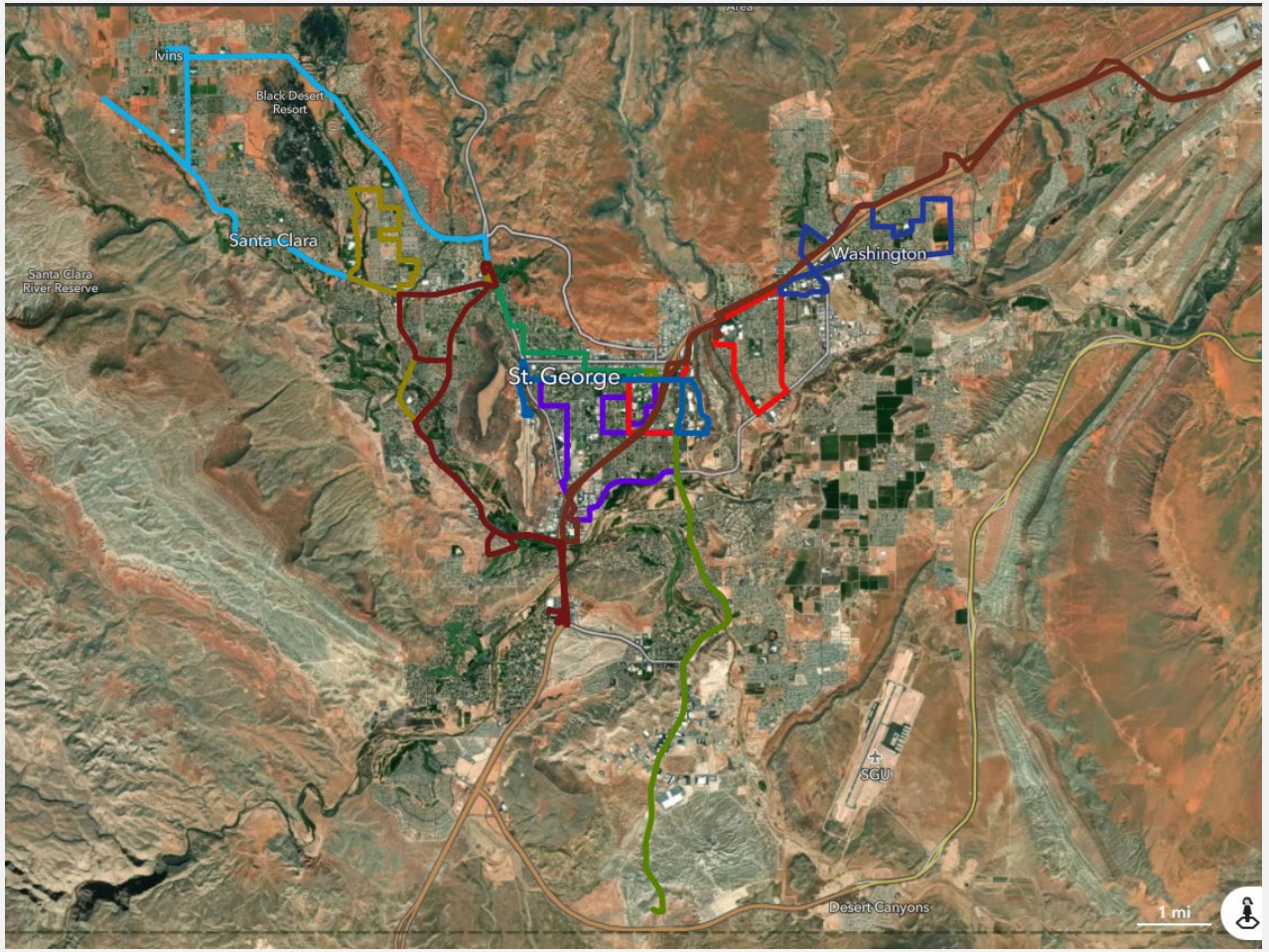
ROUTE 8 DOWNTOWN



OTHER DEPARTMENT NEEDS SUNTRAN

- Micro Transit
- Equipment: Vans
  - $90,000 Large Transit Van
  - $60,000 Midsized Transit Van
  - $40,000 Minivan
- Operations
  - $182,000 for Drivers (6 am to 8 pm) for each "zone"
  - $91,000 for Drivers (8 am to 5 pm) for each "zone"

FIXED ROUTE vs MICRO TRANSIT



VANS FOR MICRO TRANSIT







COUNCIL DISCUSSION & FEEDBACK



RECAP & NEXT STEPS

FY 2026 ALL FUND REQUESTS

FY 2026 City Council Objectives & Strategies:

- $18.5M ($6.8M recurring and $11.7M one-time) **(General Fund)**
- $271M ($2.1M recurring and $268.9M one-time) **(All Other Funds)**

Total = $289.5M

KEY UPCOMING DATES

- May 1st – Budget Presented to City Council
- May 15th – Budget Work Meeting
- May 22nd – Tentative Budget Adoption
- May 29th – Budget Open House
- June 5th & June 19th – Public Hearings
- June 19th – Final Budget Adoption

COUNCIL DISCUSSION & FEEDBACK

