

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
to www.cedarcityut.gov

CITY COUNCIL WORK MEETING
OCTOBER 8, 2025
5:30 P.M.

Mayor
Garth O. Green

Council Members
Robert Cox
W. Tyler Melling
R. Scott Phillips
Ronald Riddle
Carter Wilkey

City Manager
Paul Bittmenn

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Proclamation Declaring October 15th at White Cane Awareness Day. Mayor Green
 - Staff Comments
- IV. Public Agenda
 - Public Comments

Business Agenda

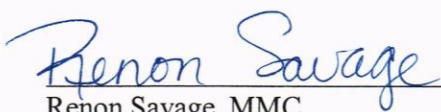
Public

1. Water issues in Old Sorrel Ranch. Kelsey & Shane Willson
2. Public hearing to consider an ordinance vacating a public utility easement located at approximately 1600 South and Hidden Canyon Road. Development Team / Randall McUne
3. Consider approving the SUU golf complex design contract. SUU / Element Design Collective / Randall McUne
4. Public hearing to consider a resolution amending a deferral (development) agreement further delaying the installation of public improvements for a property located at approximately 93 East 900 North. Jay Adams / Randall McUne
5. Consider granting a powerline easement on City property (Parcel # B-1407-0000-0000) for Rocky Mountain Power to provide power to the private property of Nathan Blocker. Jay Adams / Randall McUne
6. Consider a resolution rescinding a development agreement and addendum for a property located at 1157 (1221)South Main Street. VE Management / Randall McUne

Staff

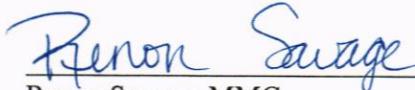
7. Consider a wage approval for a new lateral police officer. Chief Darin Adams
8. Water well exploration locations. Mayor Green
9. Closed session – Reasonably Imminent Litigation

Dated this 6th day of October 2025.


Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 6th day of October 2025.



Renon Savage, MMC
Cedar City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the city not later than the day before the meeting and we will try to provide whatever assistance may be required.

COUNCIL WORK MINUTES
OCTOBER 8, 2025

The City Council held a meeting on Wednesday, October 8, 2025, at 5:30 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Garth O. Green; Councilmembers: Robert Cox; W. Tyler Melling; R. Scott Phillips; Ronald Riddle; Carter Wilkey.

STAFF PRESENT: City Manager Paul Bittmenn; City Attorney Randall McUne; Executive Assistant Natasha Nava; City Engineer Kent Fugal; Police Chief Darin Adams; Fire Marshall Mike Shurtz; Leisure Services Director Ken Nielson; Public Works Director Ryan Marshall; Economic Development Director David Johnson; Senior Engineer Jonathan Stathis; Water Superintendent Matt Baker; HR Specialist Natasha Hirschi.

OTHERS PRESENT: Tom Jett; Ann Clark; Jay Adams; Tyler Romeril; Jessie Kramer; Don Anderson; Kelsey Willson; Kellie Gurr; Christy Giles; Charlie Trot; Rick Magness.

CALL TO ORDER: President Tyler Romeril, The Church of Jesus Christ of Latter-day Saints gave the invocation; the pledge was led by Mayor Green.

AGENDA ORDER APPROVAL: Councilmember Phillips moved to approve the agenda order; second by Councilmember Melling; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF

COMMENTS: ■Proclamation Declaring October 15th as White Cane Awareness Day. See Exhibit “A” **Mayor** we’re honored this evening, with a special group of folks in our city. I’d like to read the proclamation declaring October 15th as White Cane Awareness Day. I’m pleased that you brought my friends from the neighborhood. Mr. Don Anderson lives a few doors from where I live. **Jessie Kramer** I’m the president of the Red Rock Chapter of the National Federation of the Blind (NFB), I’m deaf and blind, I would like to give some tips when speaking with a blind person. Hand gestures do not work. If you’re giving directions, you need to be specific. **Matthew Robinson** I am a student at SUU. I am studying to be an English teacher and I’m the treasurer of Red Rock. **Jessie** Sylvia Clemens, who is my very good friend, she’s smart and a good member. They all serve the blind community. I teach older blind people that have lost their sight. I show them that they can still have independence. **Don Anderson** I’m glad to be with you tonight and appreciate your recognition of the NFB. A few years ago, I went to the national convention and there were more than 5,000 blind people there in one hotel, if you could imagine. And we had a great time, learned a lot, and became aware of a lot of the new equipment and devices. I’m Garth’s neighbor and I worked at Division of Child and Family Services for 30 years. **Jessie** We would love to invite everyone TO our walk on October 15th at 10:00am. We’re walking from the City Office to Main Street Park. **Mayor** I would like to share a story about Don, he had a really big pile of dirt, and he had a wheelbarrow and a shovel. He knew where he wanted to put the dirt. We had two radio stations in town. So, he got two radios and he set one radio on the dirt pile and on the other radio on the other end where it needed to go to. And then he would go towards the sound. And he moved the dirt. Independent people. Don used to walk to church. He counted the steps. Very inspirational. ■**Phillips** today was National Bike and Walk to School Day and we had many members of our council and the mayor at various elementary schools throughout the region and handed out stickers to all the children and granola bars. I was at North Elementary, and it was going so smoothly and everything was going so well. And then the fire department called out the firemen with me. They had to run, and I was there scrambling by myself with hundreds of

kids coming at me. But it was great. They were excited. They were gracious. It is a great thing. We were only one of two cities in Utah that participated in this, Cedar City and Clearfield, Utah. A big thank you to Gabbie's office and the Iron County School District for putting this together. We're trying to show children to stay active, and it's okay to walk, if you follow all the proper procedures. Saturday, October 11th, is the Chamber of Commerce Pumpkin Festival at Diamond Z Arena. There are games, prizes, face painting, everything imaginable around pumpkin. There'll be costume contests and it's a lot of fun. ■ **Melling** a few years ago I came down with autoimmune health problems. It changed my life in a lot of ways. Our newly remodeled house was no longer meeting our needs. I needed something that was easier to get around in. So, we decided to build a house. We'll be moving in the next couple of weeks or so. That location is outside of our city limits. Earlier this week, I had a letter sent to city staff, administration and council. See Exhibit "B". Thursday October 16 will be my effective date of resignation. We need to publish an opening for the council seat and schedule when that replacement will be. I ask that the date be the second Wednesday of November. We will have election results by then, and I would ask that whoever comes in third place in the city council race will fill my seat. I want this to be a clean transition. I want the voters to feel like they've had a say in the process. and I hope that it does not escalate in any way. **Mayor** I want to express appreciation to you, for your willingness to serve two terms and for all the input that you've provided. **Cox** What is the process? **Randall** So, and that's part of what I'm hoping you can help me with today. The statute requires that within 30 days of the vacancy. So, from the 16th, we have 30 days for you to appoint a replacement council member. We must publish it at least 14 days before you make that appointment. So primarily what we as staff need from you, is what date you would like to aim for that appointment, so that we can make sure we get it published at least 14 days prior to that. Part of what we'll do in the publication is let people know how to submit their application. The requirements to be appointed are the same as they are to be a member like you are now. They must be registered voters within Cedar City. I just need to know the date you want that set for. It must be before November 15th. November 12th is your final council meeting before that date. If you'd rather not have a special council meeting. **Wilkey** the process would be the people get a chance to come. They'll all be given time. They'll speak in a council meeting. Do we want to do that in a work meeting and then vote in the action. Or do we want to have them come speak and vote in the same meeting at the action meeting? If we're going to have them come in the work meeting and speak, that pushes the 14 days. It would be the 5th. **Paul** we can publish tomorrow. **Randall** We will aim to publish on Monday. Would you like to hear from the applicants the meeting before, or do you want to have applicants and a decision in the same meeting on the 12th? **Phillips** I think there's value in hearing from the applicants and taking time to analyze and absorb the information. **Wilkey** that's how we do most things. Please let them know when they apply, they're going to come speak to us on Wednesday the 5th. **Randall** Mr. Melling is hoping to see at least some of the election results before the deadline. That would give us about 24 hours to know the preliminary results. The statute requires our notice to give them information on who they must file with. We're going to follow the same process and have them apply with Renon Savage, the City Recorder. We will accept applications until 5:00 PM on November 5th. ■ **Wilkey** I wanted to publicly thank those people that put together the fundraiser for Chief Phillips. They know who they are, and our entire fire department. It was amazing. While we were in Salt Lake last week, myself and Scott had a chance to visit with Chief Phillips at the hospital. He's in good spirits and ready to get back to work. We're wrapping up two days at the One Utah Summit. It has been a great couple of days with a lot of leaders from around the state and business. Last week we were at the Utah League of Cities and Towns. ■ **Kent** Tomorrow is our first annual Iron County Transportation Expo. It's not focused specifically on traffic safety. It's more on transportation in general. UDOT will be a big participant in some of the information that is displayed and made available for people. It'll be open house style runs from 3:00 to 7:00 at

Festival Hall Room 7. **Wilkey** Do we have any updates on filling the Public Information Officer position? **Paul** he starts Monday. You'll be introduced to him next week.

PUBLIC COMMENTS: ■**Ann Clark** I have never seen the ball field look so green and beautiful. It's been well cared for. I wanted to thank everybody involved.

WATER ISSUES IN OLD SORREL RANCH, KELSEY & SHANE WILLSON: **Kelsey & Shane Willson** – **Kelsey Willson** See Exhibit “C”. I'm speaking on behalf of Old Sorrel Ranch subdivision regarding some significant increases in our water bills. Specifically, the one ending on August 31st of this year. Over 25 houses have seen bills more than double despite no changes in usage or behavior. In addition, residents, including some outside our neighborhood, have reported water pressure issues as well as air in the lines for the past two months. When we call the water department to express our concerns, they continue to offer the same explanations of private leaks and increased usage. They've even said it's a D.R. Horton issue. Our household experienced a similar spike during the same billing cycle last year. Despite hiring a plumber and conducting a thorough inspection, no leak was found and our bill returned to the normal amount without any repairs. Other residents have ruled out landscaping, watering, vacation related changes. In one case, a resident was told their highest usage occurred while they were out of town. A licensed plumber explained that water meters use internal impellers which can spin and register usage when air is present in the lines. This could explain some of the usage spikes. The billing cycle isn't consistent. The most recent cycle ending on August 31st was 36 days. That is not the standard 30. This naturally increases the usage and often pushes residents into a higher billing tier. Particularly during peak watering season like August, raising concerns about fairness. These ongoing issues including inconsistent billing cycles, potential meter inaccuracies, low water pressure, and air in the waterline suggest that maybe there's a deeper issue that hasn't been addressed. We respectfully ask the City Council to review this matter or refer us to the appropriate authority. Our community is simply asking for transparency, accountability, and a fair consistent billing system. **Cox** are the pressure issues consistent across the whole neighborhood or is it house by house? **Kelsey** It's different amongst the whole subdivision. Some have air in the lines, some have water issues, some have both, some the water will just trickle out. Some aren't having any issues at all. It's very inconsistent across the subdivision. **Phillips** did this just start happening in August? **Kelsey** This has been the past two months, but we also noticed this happening at the same billing periods last year. **Cox** the inconsistency of the pressure per household would not indicate a supply line issue in my mind. There may have been a trunk that got gravel or leaked and it's going into taps. It seems to me it would be consistently good or bad across all the households if it were a supply issue. Were there any breaks? Sometimes they break and it washes gravel and sand into the pipelines and then it gets into the faucets and showers. **Kelsey** not that we are aware of. **Melling** we're looking at prioritizing in the budget, to accelerate the Neptune meter replacements and getting those radio towers. Matt, where are we as far as this area of town, and real-time reading? **Matt Baker** They're on it. **Riddle** I've had those same issues. I live in a different part of town. I did find out it was in my home. I had inconsistent pressure. I found a filtering system that I didn't even know about. We changed the filters in that system, and it's been great. I would assume that could be some of it. **Cox** I don't know of hardly any low-pressure issue complaints. It's usually high pressure. **Wilkey** Is it a pressure problem throughout your entire house or only certain fixtures? **Kelsey** we've only experienced the air in our lines, but we have had issues with the water pressure. **Wilkey** my home is three years old. I've experienced a lot of issues. I have so much pressure, I blow sprinkler parts outside, while my sink in my kitchen has no water pressure. And it's because I don't clean the little filter inside my faucet often enough. I have a filtering system in my home, but if I don't change the filter every 3, months, it gets clogged. I have water pressure in some fixtures and not in others. Our new water

meters don't use an impeller. **Matt** it's Ultrasonic. If there was air in the line, the ultrasonic won't read air as it travels. You are not the first person to not love the uneven billing dates. If the cycle goes over 30 days that could push you into a higher tier, because it's a longer billing cycle. This year we budgeted \$1.6 million to replace every meter in every home in Cedar City. With these new meters, you will be able to check your usage on an app at any time. They'll read electronically, and the bill will be exactly 30 days. **Cox** It will give an alarm if there's a leak that you can identify. We're getting there. It's been an expensive endeavor. **Matt** the 30 day billing cycle is impacted when there are holidays. This is our PRV Station at Westview Drive in Lund. This serves all down Westview Drive all the way to Old Sorrel. It was bouncing between 141 all the way through there, it was never low. That's September. The lowest pressure has gotten to is 139. **Wilkey** it goes from this pressure, all the way to your house, and your home's pressure reducing valve PRV takes over from there. It's hard to determine where the low-pressure problem is coming from. **Phillips** the pressure in the line is not the cause of the low pressure in your home. **Wilkey** it could be your PRV, it could be a filtration system in your home, your water softener. **Melling** about how many people in the subdivision are experiencing these problems? **Kelsey** about 25. **Melling** that's a lot. **Matt** the air in the water is from all four of our big wells running. The high pressure and high velocity creates tiny bubbles in the line. Homes to the north will experience this more than the south. **Wilkey** all the water in these big lines makes it all the way to a tank and then from there it's gravity fed out. You're before the tank. So, the water's flying by to get to the tank and yours is cutting off from it. With how many thousands of gallons went through your water meter, you might have a leak. It may be something internal that is draining into the sewer, which is why you're not seeing or finding water. **Melling** 67,000 gallons of water is a lot. At that volume you will have settling issues if it's standing somewhere. That puts you in the top 5% of users. If a quarter of your neighborhood is in that category, then there probably is a problem. **Matt** it looks like your bill started going up in June, when you started outdoor watering. **Kelsey** when we start our sprinklers, we don't change them. It should be consistent. But our amount fluctuates. We water between 5 and 6:30 or 5 and 7 every morning and 9 and 10 every night. Seven days a week. **Cox** twice a day. That's more than you need. **Kelsey** we've reduced watering to twice a week. **Mayor** there can be many reasons for the water consumption you're experiencing. **Kellie Gurr** I live in the same neighborhood. We called the water company and they told us our highest usage in the month of August was on August 4th and we were in Disneyland. How was our highest usage on a day we weren't even in the state? The bill you're referring to is from July, our billing is two months behind. My husband called the water company, and was told the day in question was August 4th, and we used triple the amount of water than usual. The only thing that ran the entire time was our sprinklers. **Cox** it looks like a standard pattern of the sprinklers. **Melling** depending on who installed your sprinkler system, it may be emitting four or five times what you need for watering. Reach out to the water district and they can test how much water your sprinkler is emitting. **Mayor** Stick a tuna fish can out on your lawn and see how full it is after the water cycle. It shouldn't be full. I had a very high bill due to a toilet in my basement. It was just barely getting over the top of the overflow. It wouldn't shut off, it ran 24/7 365 and I went through 65,000 gallons of water in one month. Make sure toilets are half an inch below the top of the pipe. **Melling** when will everyone be on the Neptune system? **Matt** first of next year. We accelerated that project in the budget because we want our users to be able to see their data. It will help with the 30-day billing cycle as well. **Christy Giles** this isn't just an individual problem. This is throughout the subdivision. We have concerns. **Cox** since we've started calculating and doing the conservation tier, we found quarter acre lots use four times the water as a town home. **Christy** we have low flow toilets, we water once a week. We are water conscious, and our bill is still high. **Wilkey** you use the exact same amount every hour of the day, 24 hours a day. That implies you have a leak somewhere. **Charlie Trot** I'm Kelsey's stepdad, the variation in the days per billing cycle is the problem. When you go from a

28-day cycle to a 36-day cycle, in August that pushes everyone into the next tier. If you maintained a strict 30-day cycle, people wouldn't reach the high tier. **Melling** what tier was the subdivision hitting? **Matt** two homes hit the third tier. That will be fixed by reading the meter electronically.

**PUBLIC HEARING TO CONSIDER AN ORDINANCE VACATING A PUBLIC
UTILITY EASEMENT LOCATED AT APPROXIMATELY 1600 SOUTH AND HIDDEN
CANYON ROAD. DEVELOPMENT TEAM / RANDALL MCUNE:**

Tyler Romeril we have a couple lots that have been deeded to the Church of Jesus Christ of Latter-day Saints for the building of a chapel. There's a public utility easement (PUE) that lies on the back end of those lots. There are no public utilities in that easement. The public utilities have all signed off on vacation. Utilities are accessed from the front. Lots for 914 through 916 will now go to the bigger parcel. Hidden Canyon will run from where the Silver Silo is, up that valley. It's a future road. **Phillips** I don't see a problem with this. **Wilkey** I don't like PUE's in the back of lots, we don't usually use them.

Mayor Green opened the public hearing. There were no comments. The hearing closed.

**CONSIDER APPROVING THE SUU GOLF COMPLEX DESIGN CONTRACT. SUU /
ELEMENT DESIGN COLLECTIVE / RANDALL MCUNE:** **Randall** See Exhibit "D". we made a contract to be the controlling agent, regarding the finances for the SUU Golf Building next to the golf course. We're not doing the fundraising, we're not paying, the money will funnel through the city. We will be signing off on contracts. Golf forgot about that part and did a lot of work for us. The design contract is ready to be signed by us. The modifications are shown in red and blue. Blue are things they already modified, putting in the basic contract information. Red is the few changes that I had to make to make it fit with us. When we worked with the Forest Service regarding 100 East, we discussed the possibility of the city being able to use those existing buildings on the back of their lot. There was a big empty area between the existing buildings and our putting green. We asked if we can scoot this building over towards the Forest Service and they've been very amenable to that. Once we get these final designs done, we can go back to the Forest Service and get that permission, so we won't have to alter our facilities much at all.

**PUBLIC HEARING TO CONSIDER A RESOLUTION AMENDING A DEFERRAL
(DEVELOPMENT) AGREEMENT FURTHER DELAYING THE INSTALLATION OF**

**PUBLIC IMPROVEMENTS FOR A PROPERTY LOCATED AT APPROXIMATELY 93
EAST 900 NORTH. JAY ADAMS / RANDALL MCUNE:** **Jay Adams** – I'm representing Jay

Smith on that project, he's willing to make improvement once the road is built. He's going to build another building. **Randall** what he's planning will trigger the improvements. He's moving the property line slightly further north than the original agreement allowed him to move. And the second one is another building. **Phillips** where are we at on that whole process with the road itself. **Paul** we have funding, council budgeted to build the road from approximately 675 North all the way to 900 North. **Wilkey** It was at Planning Commission last night regarding the road dedication. **Paul** We were looking at doing some of the work ourselves and trying to get the section of 100 East built now. We don't think it's feasible to start and get the asphalt laid before the weather turns. We're going to get all the design work and the soil testing completed, and bid it out. **Phillips** deferral seems appropriate until we find out when our road will go in. I don't think that's a problem. **Melling** there will be future permits, so we're not concerned that you will leave us holding the bag. **Wilkey** how long is it being deferred? **Randall** It's a trigger for either moving it further north or another building. **Phillips** what is the distance before you need a streetlight?

Kent I'm not sure on that. We need to look at that. **Mayor** my concern, we're going to try and bid this out, but we had money in the budget, as you'll recall, to double chip seal that road going north. If we drag our feet on this, it will never be done. This will go to 900 north and it won't go any further. And there's still no way to get to a traffic light except clear back to Main Street. This needs to be finished, we need to put that road through. We need to keep working on it and not let this thing get bogged down. **Phillips** the intent is to have the preparation work done. We don't wait a year from now. We do it in the spring. **Kent** we're planning to have this out to bid next month. **Phillips** I think we're all fully committed, mayor, to move that road through

Mayor Green opened the public hearing. There were no comments. The hearing closed.

**CONSIDER GRANTING A POWERLINE EASEMENT ON CITY PROPERTY
(PARCEL # B-1407-0000-0000) FOR ROCKY MOUNTAIN POWER TO PROVIDE
POWER TO THE PRIVATE PROPERTY OF NATHAN BLOCKER. JAY ADAMS /**

Randall **McCune**: **Jay Adams** – See Exhibit “E”. This is the project up the canyon across from the walking bridge 14. Nathan wants to bring the power line across from the existing pole over to a proposed pole just to the north of the walking trail underground to his property. We looked at it with members of the city and the surveyor, and we made sure that it wasn't going to interfere at all with the road, the walking path, or anything like that. **Wilkey** I'm assuming this is because you can only go so far before you must have another pole, right? If it was possible to go far enough to just have the new pole on your property, you probably would have done that.

Nathan yes. **Wilkey** Either way, you'd still need the easement because you'd have to run the power overhead or underground. This property is in the county. **Wilkey** How big is the piece that we're talking about? **Phillips** I'm not crazy about development at the canyon. **Wilkey** He has an easement to access his property through ours. **Nathan** the city road goes through my property.

Randall this is the same property that we gave an easement for the well, that had been improperly placed by his predecessor. **Randall** state law prohibits us from giving land as a gift. You can determine a reasonable fair market value of that property, or the Planning Commission can dedicate it as a PUE. In which case it can be used by more than just Nathan, and we wouldn't necessarily need compensation. **Melling** if we were to do a PUE, I don't foresee any other public utilities. **Randall** It's close enough to ours, maybe someday we would use it. A PUE is probably not the most beneficial thing to anybody else. **Melling** What was the amount per square foot we did on the well easement? **Randall** 25.8265 per square foot. **Melling** we're at less than a tenth of an acre. Using a calculator, multiply .258265 by the square footage 258. Roughly \$1,215.48.

Randall Acknowledging that that calculation was an estimate at a different location for a different purpose. If you're comfortable with that, that's the minimum we can accept. **Jay** We're talking airspace here, not underground. Nothing's going to be built in there. It impedes what you can do on the ground. **Phillips** I'm probably looking at this a bit different than everybody else. To me there is value there because this is a scenic part of our canyon, it's beautiful and I think we've got to be careful what we do up there. **Wilkey** How close would this new pole be to our trail?

Nathan It's about 20 to 22 feet. We kind of placed it where you wouldn't really see it. I don't want to see it. **Wilkey** From the pole, does it then go underground, or does it stay? **Kent** it would be overhead coming across Coal Creek to this pole, then go underground at that point. **Cox** you couldn't go underground across Coal Creek. **Randall** That would be impossible. **Cox** I don't have a problem. **Phillips** I don't think the City is ever going to use it. **Randall** that's without paying for an appraisal. **Wilkey** It's only 20 feet away, we could put a light on the walking trail. **Wilkey** are we giving up more rights with a PUE? **Randall** PUE's have statutory rights to use it. That's not always favorable to how we would like to use it. With a private PUE, we're only giving up this much instead of much more. **Randall** if it was a private PUE, we'd have just as much right to access it. We just can't interfere with theirs. We still own the land. **Cox** The easement goes to

Rocky Mountain Power (RMP). They won't put power in without an easement that they own. **Randall** We still own the land, the poles would be owned by RMP. It wouldn't block our ability to use the poles. We would negotiate with RMP. **Riddle** let's go with the \$1,215. **Nathan** sounds reasonable. Thanks.

CONSIDER A RESOLUTION RESCINDING A DEVELOPMENT AGREEMENT AND ADDENDUM FOR A PROPERTY LOCATED AT 1157 (1221) SOUTH MAIN STREET.

VE MANAGEMENT / RANDALL MCUNE: – **Randall** the Planning Commission discussed this last night; they were in favor of the recission. Both the original and addendum were requested by the developer, and it was done to protect their benefit. The addendum regarding easements, water lines, and so on. I don't know why we would say no, especially if the sale goes through. Please make it contingent upon the sale. **Phillips** nothing would happen until the sale. **Rick Magness** this development agreement is not going to be beneficial in any way, we would like the development agreement and addendum rescinded at the completion of the sale of the property. **Wilkey** this would make the buyers situation impossible. There will be a new development agreement when they are ready to develop. **Rick** yes. **Randall** we are asking for this to be contingent upon the sale. **Rick** that's fine.

CONSIDER A WAGE APPROVAL FOR A NEW LATERAL POLICE OFFICER. CHIEF

DARIN ADAMS: Darin Adams – Mayor See Exhibit "F". We have Police Officer I, II, and III. If we pay people greater than the base rate, they must be approved by myself and Mr. Bittmann. We have a policy, why are we violating it. Avery Shamway is being hired as Patrol Officer II. He has experience in the jail as a Corrections Officer and the Sheriff's Department. I have objections to paying him more than the base pay of a Patrol Officer II. The wage that they're proposing would exceed almost everyone in the Patrol Officer II category except the Officers that have recently been promoted. I try to keep things as fair as possible. In our system they work for us a couple of years, take a test, get some more certifications and then they can be promoted to a Patrol Officer II. Daisy McKern, Jacqueline Hammock, Ben Peterson, Mykeal White, Gino Perez, Ron Condie, and Lisa Foster are all Patrol Officer II. This new hire would be making more than them. His credential is that he worked for a year and a half as a deputy, which I think is comparable to the position. We would be paying him \$8,000 more annually than others in the same position. He would be making more than some Patrol Officer III; Daniel Bowler, Clint Andersen, Justin Hatch and Lehi Afatasi. That's just wrong. **Darin Adams** we've been following the same process for quite some time. And it's important that you understand how we determine rates. We had a lot of compensation issues citywide, not just in the Police Department, where individuals who were a lower rank were making almost as much and, in some cases, more than their supervisor. The city has done a great job dealing with that and we're in a place where that's virtually non-existent. As discussed in our strategic recruitment and retention plan, we've laid out what it costs to recruit officers, to train them, and to hire them. It's better for the city if we can recruit lateral officers, and we've had great success doing that. I take two and a half percent per year. That's what the policy says that the council can grant in a merit increase every year. It's not a perfect system, but, it's worked for us, and I'm fiercely protective of our incumbent employees. Making sure that they are treated fairly with those that come from outside. When I have somebody who has in this case seven and a half years of experience with a combination of corrections and road patrol time, I take that formula, I move it forward in the ranks, and then I compare that to internal candidates to see where we're at. I will never pay a new hire more than an internal candidate with the same years of experience. That would be a disaster to the department, to compensate someone higher without going through that process. The mayor's correct. We do have Patrol Officer II's who make less than some of the officers we brought in, because they don't have the same number of years. Their total years in enforcement are less. **Cox**

how many years in service do the officers have that the Mayor mentioned. **Darin** Daisy McKern, just passed her two-year mark. She just took her Patrol II test last week. She's two years in, he's seven and a half years in. Some of those who are Patrol II have just earned it, or they may be three years into their career. For Patrol Officer II, it's two years of experience and a written examination. **Cox** When I looked at the base pay with no training, it's about \$20,000. It cost us about \$40,000 to send them to academy and get them trained. And when they come back, they still have no experience. At that point we have expended \$60,000. That experience is very important. If someone comes in with experience, we need to compensate them for that experience. **Wilkey** the vacancy that is created to allow this position to be available was from a higher position. So, net budget-wise this hire is still less than the person who has left. **Darin** yes. **Wilkey** So, this isn't a budget issue. There's money in the budget to hire this person. As a council person, I trust you. This is your department. I don't feel you would do something to cause a morale issue. **Darin** Correct, we have a system in place that ensures equity and Natasha can testify to this as well. I think someone with corrections experience is valuable. **Wilkey** I think there is value brought to our department when officers have corrections experience. Our officers arrest people, they drop them off at the jail, and then corrections officers are their living with these people. They're happy to take care of them. They investigate crimes that are committed within the jail. They have discernment, they know how to handle someone with a dangerous history. **Riddle** this individual has one and a half years of patrol experience. **Darin** yes, and another five years' experience in corrections. Officer McKern has two years of experience and just took the Patrol Officer II test. The new officer has seven and a half years of experience. At the end of his FTO he will take the Patrol Officer II test. If he doesn't pass that test, he would not be given the same rate that we are discussing now. **Phillips** I need clarity on the spreadsheet the Mayor provided. **Mayor** the last thing I want is mutiny in the police department. I didn't approve hiring new officers, the council did. I'm extremely concerned, our income from sales tax is not going up. I've provided reports that show sales tax was 0% last year, and it's about 5% this year. I put every drop of that into giving the employees a nice raise. I did that with the caveat that I would not approve the hiring of anyone. That money has been spent, we did not have a balanced budget. The budget was over 1.5 million. **Natasha Hirschi** this was a larger document with headers and more information than what's being shown. From left to right, the information is as follows: employee name, position, current wage, minimum wage range, mid wage range, high wage range. Looking at Avery, the max I'm able to offer him is \$57,124.70, we would like to offer him \$65,177 due to his experience. He started on Monday with the hopes that the council would approve the higher amount. I have a detailed spreadsheet that I can provide next week before you vote. Avery, Shelby, and Manuel were all hired on Monday. They have similar experience and were offered salaries that aligned with their experience. **Mayor** I wish I could go back and look at the other two again. **Natasha** the other two were approved, and this employee would be hired at a much lower salary if this is not approved. **Cox** hiring him at a lower salary would cause more problems in the department than not. We hire department heads to manage their department, you're within the confines of your budget. If you're suggesting this, we should go with it. **Wilkey** do we as a council, accept correctional officer experience as law enforcement experience? **Darin** corrections experience is accepted throughout the state as law enforcement experience. There's not a specific formula because everybody has their different pay grade. Some have step and grade, some have range, but it's counted as law enforcement. **Natasha** we've considered corrections as experience for several years. We've hired and made offers using corrections experience. If we don't include this now, we are breaking the system we've used for years. One of those officers that started Monday along with this gentleman, his experience includes some corrections experience. If we're going to rethink that, it's going to cause issues in the way that we've been doing things. **Cox** We're inconsistently applying the methodology. **Wilkey** Well, we've been consistent. This would make us inconsistent. **Natasha** one of the

officers that was hired at the higher wage came with 10 months of experience at the Iron County Jail. One year and 10 months as a constable, and three and a half years in law enforcement with BYU. **Wilkey** what does it take to become Patrol Officer III? **Darin** three years and three specialties. **Wilkey** this officer will be making more than some of our Patrol Officer III, at the end of the day he still has more years in law enforcement than they do. **Darin** Correct. **Wilkey** Mr. Bittmenn, would you approve this? **Paul** I'd approve it. **Melling** when you factor in the upfront cost of putting someone through post, and then field training, only to have them quit. For the pay difference we're looking at here, especially when you look at time, value of money, we're still ahead. You're doing what we've asked you to do. **Paul** we started doing the laterals in 2016 because we saw a lot of our experienced guys leaving and we wanted to attract people with experience. We're going to have a salary study come out and we still can't compete with Salt Lake City. In terms of state agencies, we still can't compete with the Utah Highway Patrol and we want to be able to be competitive and attract the best talent we can. **Mayor** we do compete with some agencies. **Wilkey** this officer has been hired at the lower wage. Are you asking for the higher wage to be retroactive to his hire date? **Darin** yes. If his wage remains at \$57,000, he will be making less money than he made with the Sheriff's Office. He has a family, this would be devastating. **Cox** I'm fine with consent. **Wilkey** consent. **Cox** we appreciate what you do, and we think you're running the department very well.

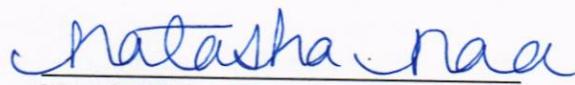
WATER WELL EXPLORATION LOCATIONS. MAYOR GREEN: **Mayor** – I don't have the information that you need, I don't have the water samples. We have tested the water at a private well, but the samples have not come back. We need more well locations for test wells. If there are opportunities other places that work for us, I think that's fine. We do have two test wells, a test well and a finished well out at Rush Lake. And we also have the results of the well at Rush Lake that are all extremely good wells equal to Quitchupah wells. We'll see what results come from this well closer to town. The well near Canyon View High School has extremely high TDS. The water looks good. We have a pipeline close to it that we could put it into. The question comes down to what we have to pay to get it. And what do we have to do to chlorinate it? **Cox** we need short-term, midterm, and long-term plans instead of trying to do them all at once. And with this information, we can have a solid short-term plan that we can all get on board with and get water in a pipeline. And then our mid-range plan can be out north because we have a great well and we can let those guys out there expend the cost of trying to find good water. The long range is Pine Valley. We have information now and we can get water in the pipeline. That's the most important thing. **Mayor** they're drilling Martin's Flat, but it's fractured, and difficult drilling. We anticipated they would be drilling to 1,200 to 1,400 feet but there's fractured fault lines. We're at about 1,080 feet now. It's going slowly. I'm still hopeful. We've been hit by the State of Utah with the Groundwater Management Plan. We spent \$35 million buying water. We thought we had our springs. We thought we were great. We could use our springs for 1,200 gallons of water a minute. That'd be great. Now they say, "Nope, you can't do that without building a five, \$6 million dollar treatment facility." This is the alternative to that. Instead of drilling that, let's first look in the ground. Because if we can pump water out of a hole, instead of filtering our springs, we don't have that employee up there constantly changing filters and monitoring a treatment plant. And we don't spend \$5 or \$6 million building it. And the chlorination requirements are different if it's subsurface. We only have to have one level of filtration, and that's chlorine. We already have the chlorinator there and the pipe is already there. So, if we had water there and we could get 1,200 gallons of water, my opinion, my advice would be to turn the springs out into Coal Creek and pump the water out of the ground. We should have built that line with pump stations in it coming on 56. That's not my dream. You may think that's all over the board, but that one is literally put on us by the State of Utah not to chlorinate it or not to change that line and not have it be so high, but to chlorinate it. And the only way we can

chlorinate is to remove pressure. That's a great thing to have to do, but \$17 million is a killer. And you've been sitting in on meetings looking for ways to build two pump stations along 56 for less than \$17 million. And I think we should be able to do that. Going west, it's always been there. North has been interesting. We thought mud springs would be good and we drilled, you know, by the treatment plant on our property. Didn't work out very well for us. We drilled another one further north. Didn't work out. The two guys out at Rush Lake are both trying to buy drill rigs and drill out there. I can bring samples next week if you'd like. All three of those samples are quality water. That's good news for us. We finally found good quality water. **Cox** every hole we've punched has given us knowledge to make better decisions. And so out north, no matter which way you look at it, we're going to develop that someday. But that's more of a mid or long range plan because it's going to cost us \$15 million to get the pipeline to town. I pray and hope that Martin's Flat works, we get water in a pipe immediately and then we satisfy the state's underground. **Mayor** get one more gallon of water. That's what frustrates me, we have the spring water, and all we're going to do is replace the spring water. We're not going to get one gallon of water. I like what you're trying to do with finding a well that we can get on faster because it's closer. And that's good. I hope the quality is good. I'm just as interested in good quality, at a decent price, and then a better chlorination system. And I hope it's all going to work. And if that one works, there's lots of steps. Two-pronged approach that gets water in a pipe. **Wilkey** the possibility of putting another well next to the Enoch well. That would get us water just as fast as what you're looking at as well. **Cox** If you look at the heat map area, we did a ton of research on this well and the heat map was much better. I don't want to go into a distressed area and distress it more, then we have problems with both wells potentially. It's showing that the aquifer is actually static or raising in this area, as part of the recharge efforts, and it's where Coal Creek runs through. I think we're getting an indirect benefit from Coal Creek running down that river and into the gravel pits in the winter. It shows it bears itself out. If we find good water, we've got more opportunity in a less stressed area to get water in a pipeline. **Mayor** the topic is water well exploration locations and we're going to put that on the table until we see what the water sample looks like out of the well that's out there.

CLOSED MEETING – REASONABLY IMMINENT LITIGATION: Councilmember Phillips moved to go into closed session at 7:42p.m.; second by Councilmember Melling; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	AYE
Ronald Riddle	-	AYE
Carter Wilkey	-	AYE

ADJOURN: Councilmember Phillips moved to adjourn at 8:26 p.m.; second by Councilmember Wilkey; vote unanimous.


Natasha Nava, Executive Assistant

Cedar City, Utah

Proclamation

Whereas, the white cane, which every blind citizen of our state/city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

Whereas, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society and to live the lives they want; and

Whereas, every citizen should be aware that the law requires that motorists and cyclists exercise appropriate caution when approaching a blind person carrying a white cane; and

Whereas, Utah law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

Whereas, the State of Utah, through its public agencies and with the cooperative assistance of the National Federation of the Blind, Red Rocks Chapter can and should facilitate the expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market:

Now, therefore, I Mayor Garth O. Green, do hereby declare October 15, 2025, as WHITE CANE AWARENESS DAY In Cedar City and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as a tool of independence for blind pedestrians on our streets and highways.

Signed on this, the 8th day of October.
In the year of our Lord 2025

Garth O. Green
Mayor of Cedar City

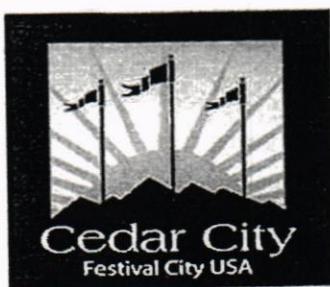


EXHIBIT "B"
CITY COUNCIL - OCTOBER 8, 2025

Renon Savage

From: Tyler Melling
Sent: Thursday, October 2, 2025 11:35 AM
To: Renon Savage
Cc: Randall McUne
Subject: Letter of Resignation

Renon, can you please pass along this information when you are back in the office next week?

Dear Mayor Green, Members of the Cedar City Council, and City Staff:

Please accept this letter as my irrevocable resignation from my seat as a member of the Cedar City Corporation Council, effective October 16, 2025.

Over my time on the Council, I have had the privilege of working with an exceptional group of public servants. I want to express my deep and sincere appreciation to all my colleagues, past and present, on the Council and in the Mayor's Office, and to the many dedicated city staff members whose assistance, cooperation, and camaraderie made our shared work possible. Your commitment, professionalism, and spirit of service have been inspiring, and I am grateful for the opportunity to have served alongside you.

When I first decided to run for Council, Cedar City's most recent accolade was a designation as one of the 'cheapest places to retire.' At the same time, many in my generation lacked options to find jobs or housing in their hometown. Over these past 6 years, I believe we have made meaningful changes and taken great strides toward re-legalizing starter homes and ensuring that the next generation has a chance to build their lives here. I remain hopeful for the continuation of that work, and I wish each of you the very best in furthering those goals.

It has been an honor to serve Cedar City. Thank you for your trust, your partnership, and your friendship.

Respectfully submitted,

W. Tyler Melling
Council Member
Cedar City Corporation

Westview June 25

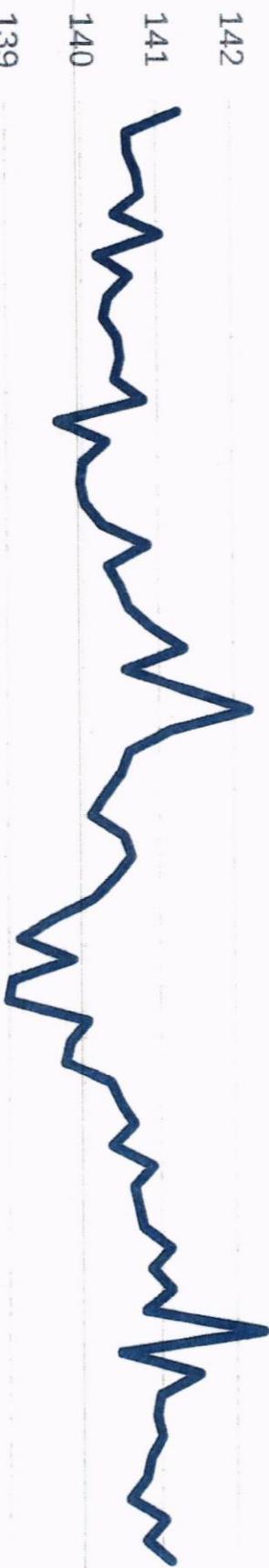


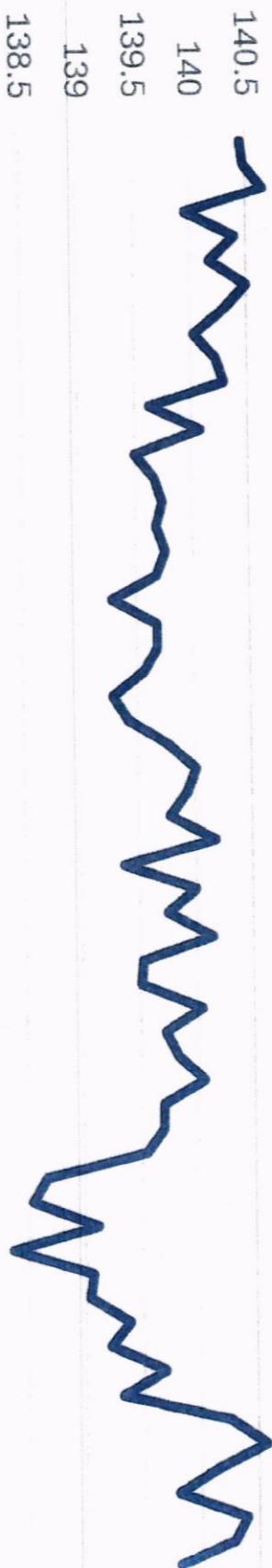
EXHIBIT "C"

CITY COUNCIL - OCTOBER 8, 2025

Westview July 25

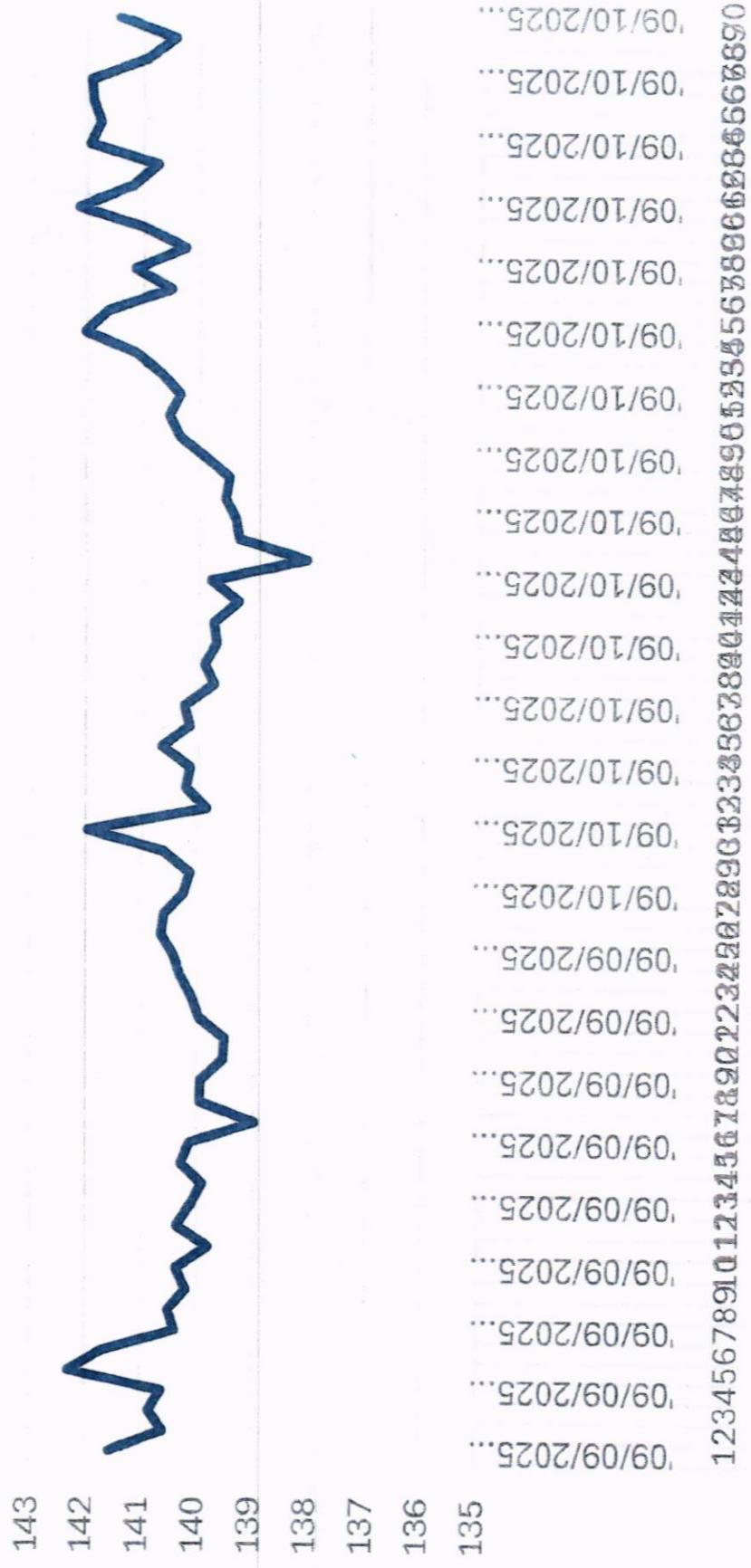


Westview aug 25



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Westview Sept. 25



10/6-10/7 Westview Dr

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An ultrasonic water meter uses high-frequency sound waves to measure the velocity of an acoustically-conductive fluid moving through it. The velocity of the fluid is then converted to volume throughput using sophisticated algorithms and electronics.

An ultrasonic water meter uses high-frequency sound waves to measure the velocity of an acoustically-conductive fluid moving through it. The velocity of the fluid is then converted to volume throughput using sophisticated algorithms and electronics.

Understanding Ultrasonic Technology

The meter electronics and battery are fully IP-68 rated to eliminate the intrusion of moisture, dirt, or other contaminants. It is suitable for installation in all environments including meter pits subject to continuous flooding.

The MACH 10®R900™ contains a MACH 10 meter and an integrated R900 radio for reading (AMR) or Advanced Metering Infrastructure (AMI) endpoints.

The MACH 10 supports Netpurne's R900® and other Automatic (or automated) Meter Readings (AMR) or Advanced Metering Infrastructure (AMI) endpoints.

- Reduces measurement errors due to sand, suspended particles, and pressure fluctuations.
- Provides accuracy for the life of the meter.
- Contains no moving parts.

Ultrasonic technology features the following:

The MACH 10 solid state meter uses ultrasonic transit-time technology and solid state electronics. The meter is contained in a compact, totally encapsulated, weatherproof, and ultraviolet (UV) resistant housing for residential and light commercial applications.

Introduction

This chapter provides a general description of the Netpurne® MACH 10® ultrasonic meter (MACH 10).

Chapter 1: Product Description

DATA LOGGING REPORT

June 6, 2025 - September 10, 2025

GURR, ROBBIE S. & KELLIE J

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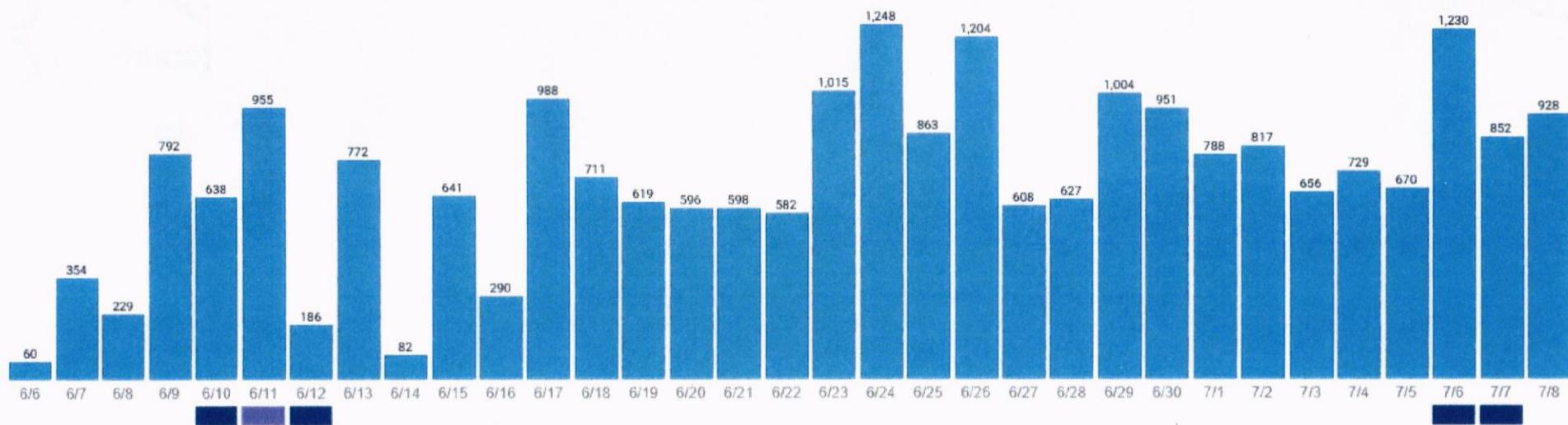
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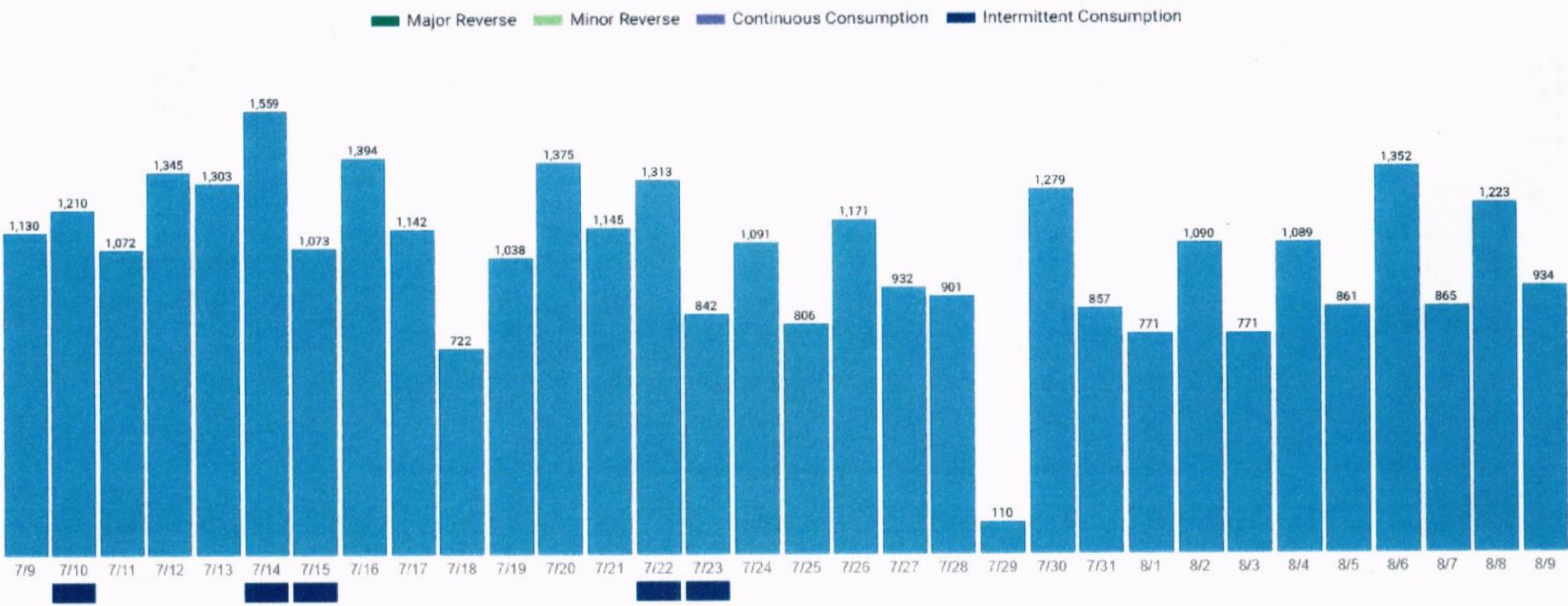
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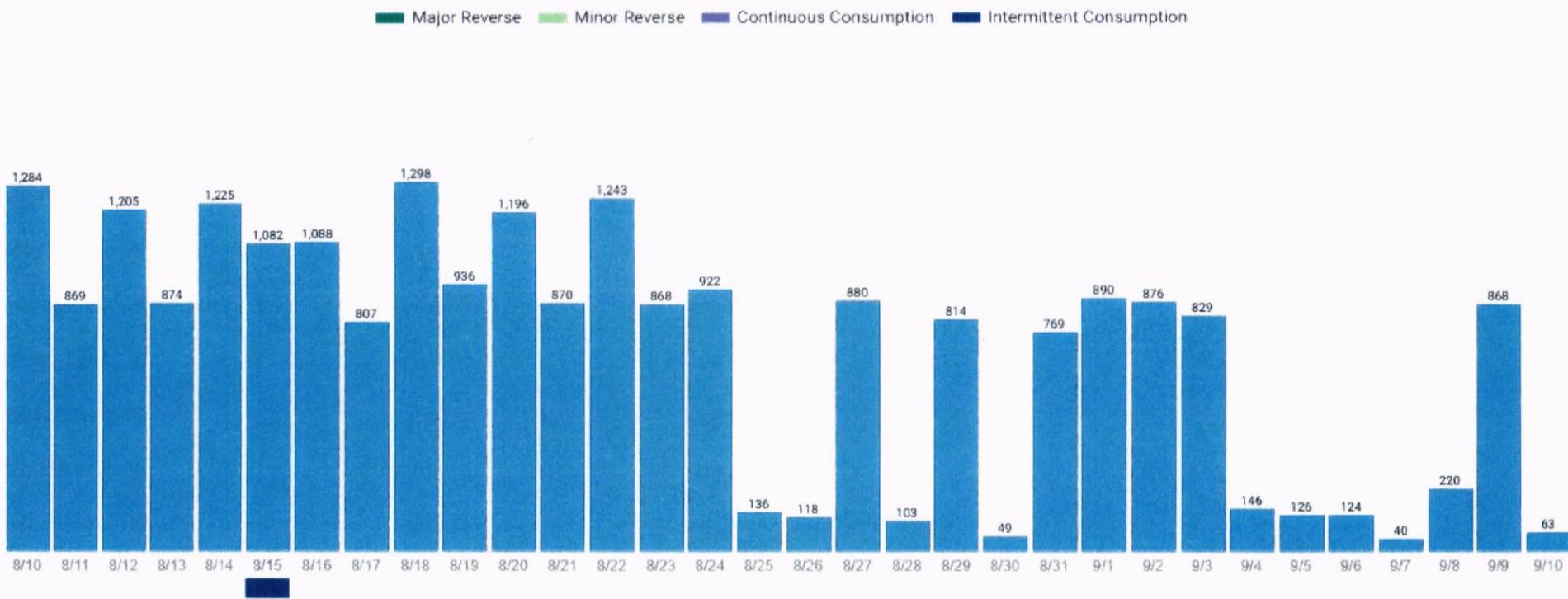
Size: 5/8" - 1" T-10

UOM: GALLONS

■ Major Reverse ■ Minor Reverse ■ Continuous Consumption ■ Intermittent Consumption







Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
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09/09/2025 12:00	360303.3	868.2		
09/08/2025 12:00	359435.1	220.1		
09/07/2025 12:00	359215.0	40.0		
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09/03/2025 12:00	358778.9	828.7		
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08/31/2025 12:00	356184.6	768.8		
08/30/2025 12:00	355415.8	48.7		
08/29/2025 12:00	355367.1	813.8		
08/28/2025 12:00	354553.3	103.0		
08/27/2025 12:00	354450.3	879.9		
08/26/2025 12:00	353570.4	118.1		
08/25/2025 12:00	353452.3	136.3		
08/24/2025 12:00	353316.0	921.9		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
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Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
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07/19/2025 12:00	316776.7	1038.4		

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07/04/2025 12:00	300110.3	729.1		
07/03/2025 12:00	299381.2	655.9		
07/02/2025 12:00	298725.3	817.3		
07/01/2025 12:00	297908.0	787.7		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/30/2025 12:00	297120.3	950.7		
06/29/2025 12:00	296169.6	1003.6		
06/28/2025 12:00	295166.0	627.0		
06/27/2025 12:00	294539.0	607.8		
06/26/2025 12:00	293931.2	1203.9		
06/25/2025 12:00	292727.3	862.8		
06/24/2025 12:00	291864.5	1247.5		
06/23/2025 12:00	290617.0	1015.0		
06/22/2025 12:00	289602.0	582.3		
06/21/2025 12:00	289019.7	597.9		
06/20/2025 12:00	288421.8	595.9		
06/19/2025 12:00	287825.9	618.7		
06/18/2025 12:00	287207.2	710.5		
06/17/2025 12:00	286496.7	988.1		
06/16/2025 12:00	285508.6	289.5		
06/15/2025 12:00	285219.1	640.5		
06/14/2025 12:00	284578.6	82.1		
06/13/2025 12:00	284496.5	771.5		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/12/2025 12:00	283725.0	185.7		Intermittent
06/11/2025 12:00	283539.3	955.1		Continuous
06/10/2025 12:00	282584.2	638.2		Intermittent
06/09/2025 12:00	281946.0	792.1		
06/08/2025 12:00	281153.9	229.3		
06/07/2025 12:00	280924.6	353.5		
06/06/2025 12:00	280571.1	59.8		

DATA LOGGING REPORT

June 6, 2025 - September 10, 2025

WILLSON, SHANE & KELSEY

Account Number: 00000000000028901351

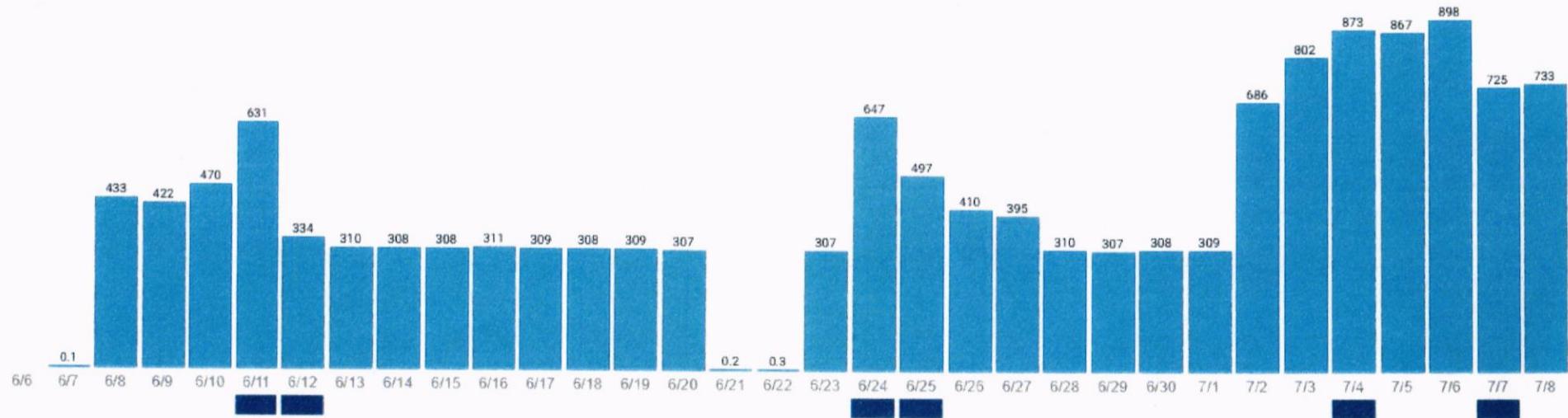
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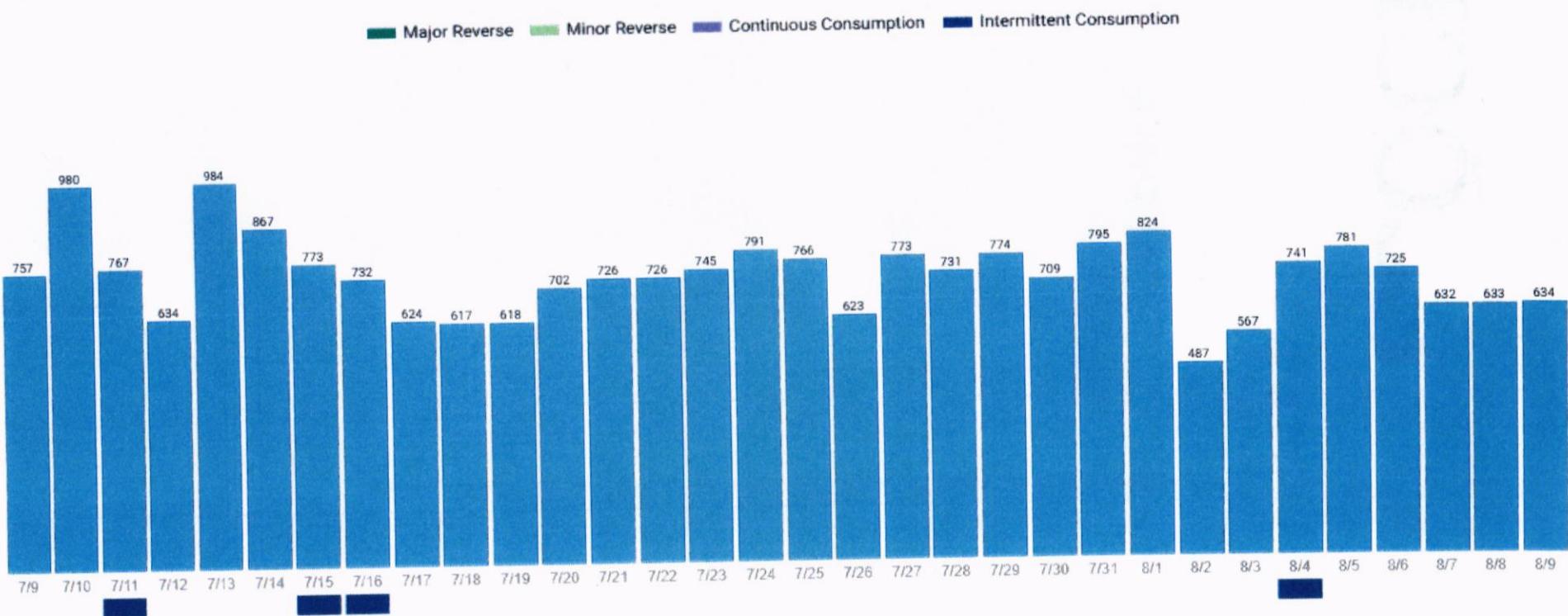
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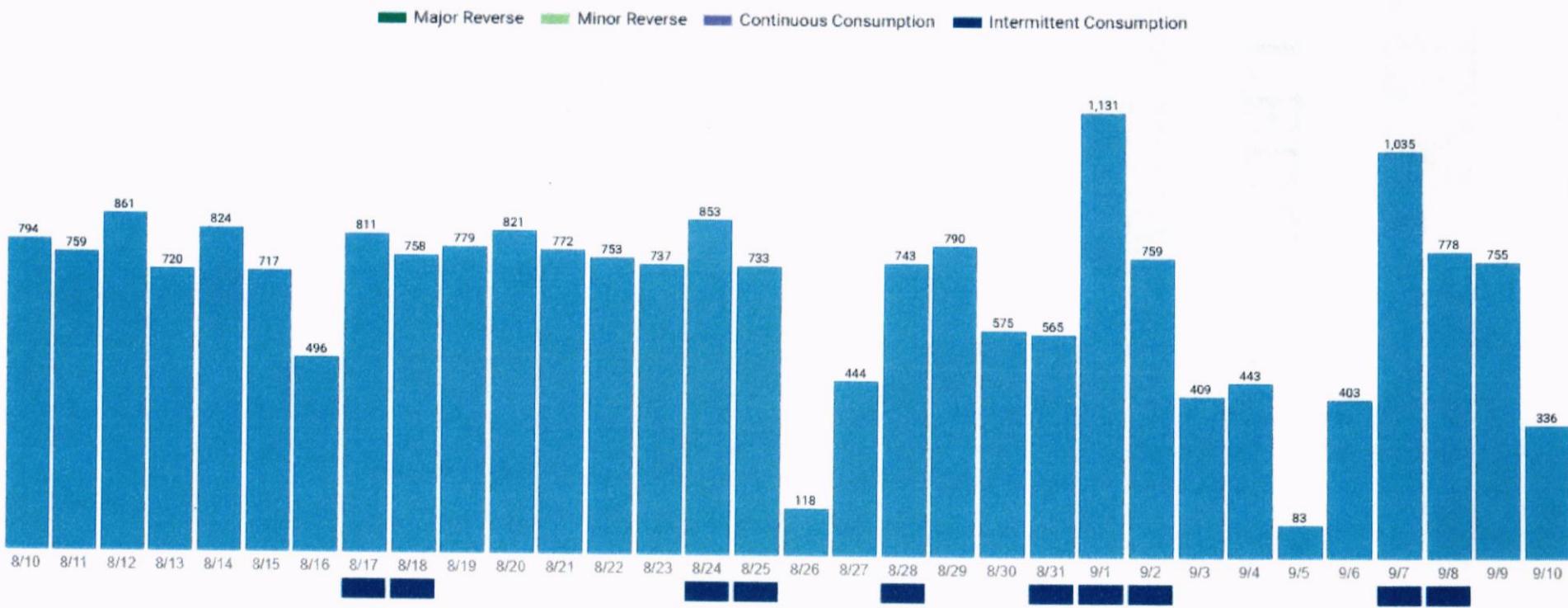
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UOM: GALLONS

■ Major Reverse ■ Minor Reverse ■ Continuous Consumption ■ Intermittent Consumption







Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
09/10/2025 12:00	251866.3	336.1		
09/09/2025 12:00	251530.2	754.7		
09/08/2025 12:00	250775.5	777.9		Intermittent
09/07/2025 12:00	249997.6	1035.3		Intermittent
09/06/2025 12:00	248962.3	402.6		
09/05/2025 12:00	248559.7	83.0		
09/04/2025 12:00	248476.7	442.6		
09/03/2025 12:00	248034.1	408.9		
09/02/2025 12:00	247625.2	758.9		Intermittent
09/01/2025 12:00	246866.3	1130.6		Intermittent
08/31/2025 12:00	245735.7	564.5		Intermittent
08/30/2025 12:00	245171.2	574.7		
08/29/2025 12:00	244596.5	790.0		
08/28/2025 12:00	243806.5	743.1		Intermittent
08/27/2025 12:00	243063.4	444.2		
08/26/2025 12:00	242619.2	117.7		
08/25/2025 12:00	242501.5	733.0		Intermittent
08/24/2025 12:00	241768.5	853.1		Intermittent

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
08/23/2025 12:00	240915.4	736.8		
08/22/2025 12:00	240178.6	753.2		
08/21/2025 12:00	239425.4	771.6		
08/20/2025 12:00	238653.8	821.2		
08/19/2025 12:00	237832.6	779.2		
08/18/2025 12:00	237053.4	757.5		Intermittent
08/17/2025 12:00	236295.9	811.1		Intermittent
08/16/2025 12:00	235484.8	495.9		
08/15/2025 12:00	234988.9	716.7		
08/14/2025 12:00	234272.2	823.8		
08/13/2025 12:00	233448.4	719.7		
08/12/2025 12:00	232728.7	860.7		
08/11/2025 12:00	231868.0	759.1		
08/10/2025 12:00	231108.9	793.5		
08/09/2025 12:00	230315.4	633.9		
08/08/2025 12:00	229681.5	632.9		
08/07/2025 12:00	229048.6	631.5		
08/06/2025 12:00	228417.1	724.9		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
08/05/2025 12:00	227692.2	780.6		
08/04/2025 12:00	226911.6	741.1		Intermittent
08/03/2025 12:00	226170.5	567.3		
08/02/2025 12:00	225603.2	487.3		
08/01/2025 12:00	225115.9	823.6		
07/31/2025 12:00	224292.3	795.2		
07/30/2025 12:00	223497.1	708.5		
07/29/2025 12:00	222788.6	773.7		
07/28/2025 12:00	222014.9	730.9		
07/27/2025 12:00	221284.0	773.2		
07/26/2025 12:00	220510.8	622.5		
07/25/2025 12:00	219888.3	766.2		
07/24/2025 12:00	219122.1	790.7		
07/23/2025 12:00	218331.4	745.4		
07/22/2025 12:00	217586.0	726.0		
07/21/2025 12:00	216860.0	725.9		
07/20/2025 12:00	216134.1	702.4		
07/19/2025 12:00	215431.7	617.7		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
07/18/2025 12:00	214814.0	617.4		
07/17/2025 12:00	214196.6	624.1		
07/16/2025 12:00	213572.5	731.8		Intermittent
07/15/2025 12:00	212840.7	773.3		Intermittent
07/14/2025 12:00	212067.4	866.6		
07/13/2025 12:00	211200.8	984.3		
07/12/2025 12:00	210216.5	633.9		
07/11/2025 12:00	209582.6	767.3		Intermittent
07/10/2025 12:00	208815.3	979.7		
07/09/2025 12:00	207835.6	756.5		
07/08/2025 12:00	207079.1	733.2		
07/07/2025 12:00	206345.9	724.8		Intermittent
07/06/2025 12:00	205621.1	897.6		
07/05/2025 12:00	204723.5	866.8		
07/04/2025 12:00	203856.7	872.7		Intermittent
07/03/2025 12:00	202984.0	801.5		
07/02/2025 12:00	202182.5	686.1		
07/01/2025 12:00	201496.4	309.4		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/30/2025 12:00	201187.0	307.9		
06/29/2025 12:00	200879.1	306.8		
06/28/2025 12:00	200572.3	309.8		
06/27/2025 12:00	200262.5	395.0		
06/26/2025 12:00	199867.5	410.3		
06/25/2025 12:00	199457.2	497.3		
06/24/2025 12:00	198959.9	647.2		
06/23/2025 12:00	198312.7	306.5		
06/22/2025 12:00	198006.2	0.3		
06/21/2025 12:00	198005.9	0.2		
06/20/2025 12:00	198005.7	307.0		
06/19/2025 12:00	197698.7	309.0		
06/18/2025 12:00	197389.7	308.2		
06/17/2025 12:00	197081.5	309.1		
06/16/2025 12:00	196772.4	311.2		
06/15/2025 12:00	196461.2	307.8		
06/14/2025 12:00	196153.4	308.1		
06/13/2025 12:00	195845.3	309.9		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/12/2025 12:00	195535.4	334.0		Intermittent
06/11/2025 12:00	195201.4	630.5		Intermittent
06/10/2025 12:00	194570.9	470.1		
06/09/2025 12:00	194100.8	422.1		
06/08/2025 12:00	193678.7	432.7		
06/07/2025 12:00	193246.0	0.1		
06/06/2025 12:00	193245.9	0.0		

DATA LOGGING REPORT

June 6, 2025 - September 10, 2025

GILES, JAMES & CHRISTY

Account Number: 00000000000028901371

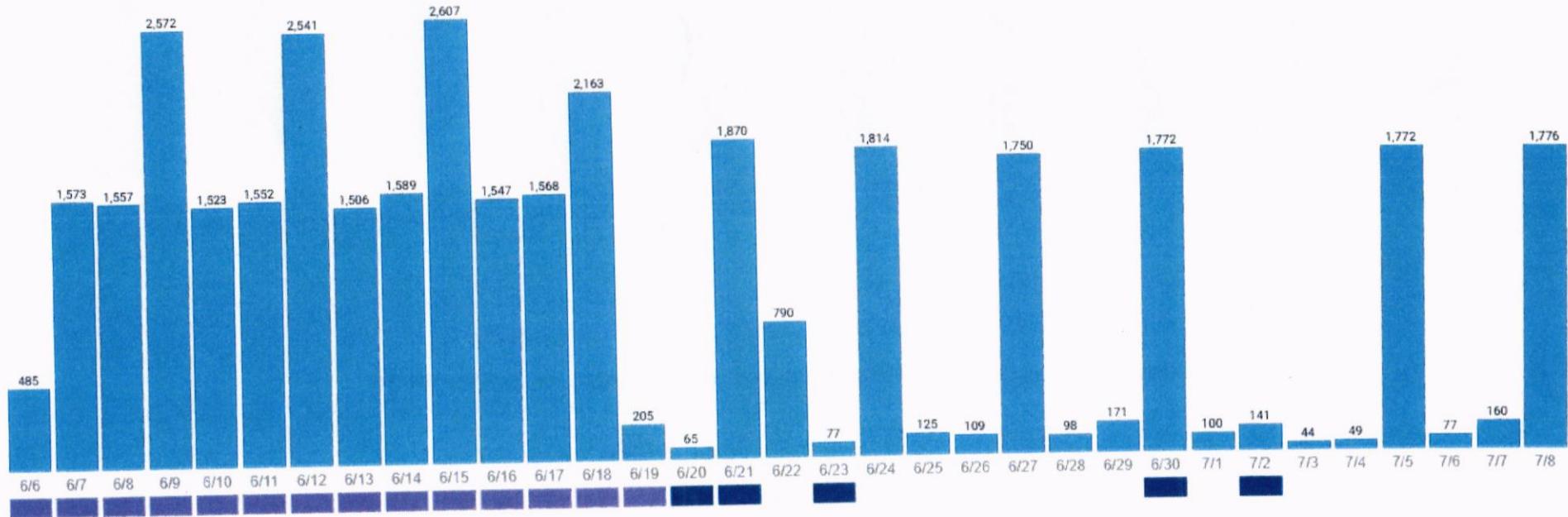
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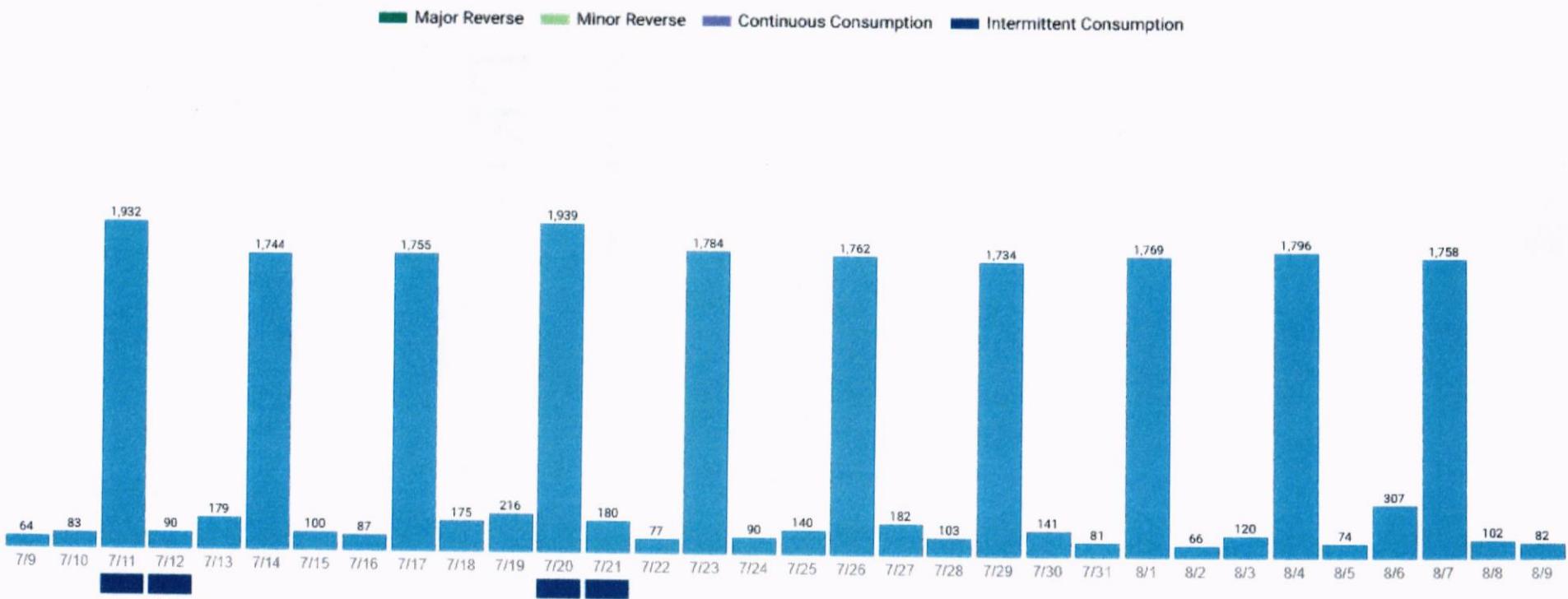
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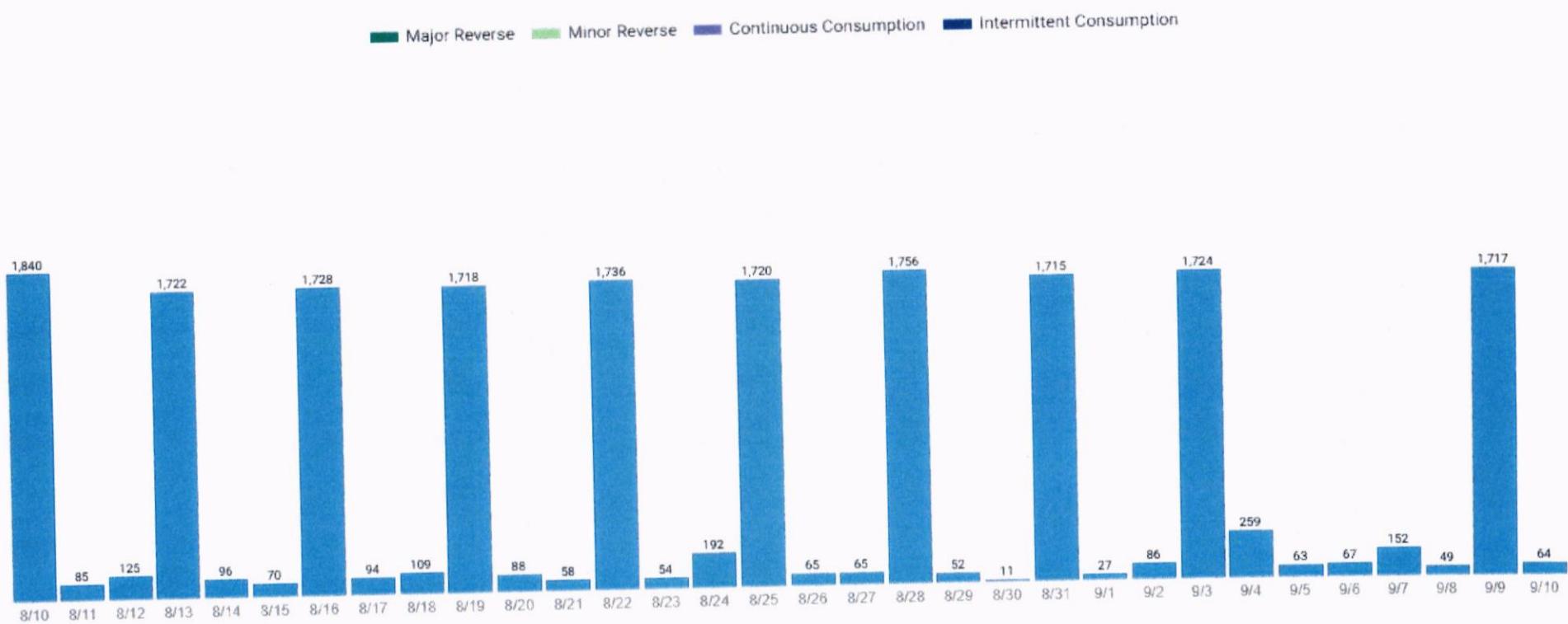
Size: 5/8" - 1" T-10

UOM: GALLONS

■ Major Reverse ■ Minor Reverse ■ Continuous Consumption ■ Intermittent Consumption







Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
09/10/2025 12:00	188744.1	64.0		
09/09/2025 12:00	188680.1	1716.7		
09/08/2025 12:00	186963.4	49.3		
09/07/2025 12:00	186914.1	151.6		
09/06/2025 12:00	186762.5	67.2		
09/05/2025 12:00	186695.3	63.2		
09/04/2025 12:00	186632.1	259.4		
09/03/2025 12:00	186372.7	1723.7		
09/02/2025 12:00	184649.0	86.0		
09/01/2025 12:00	184563.0	26.7		
08/31/2025 12:00	184536.3	1714.6		
08/30/2025 12:00	182821.7	10.5		
08/29/2025 12:00	182811.2	52.4		
08/28/2025 12:00	182758.8	1755.9		
08/27/2025 12:00	181002.9	64.8		
08/26/2025 12:00	180938.1	65.1		
08/25/2025 12:00	180873.0	1719.8		
08/24/2025 12:00	179153.2	192.0		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
08/23/2025 12:00	178961.2	53.5		
08/22/2025 12:00	178907.7	1736.1		
08/21/2025 12:00	177171.6	58.3		
08/20/2025 12:00	177113.3	88.1		
08/19/2025 12:00	177025.2	1717.6		
08/18/2025 12:00	175307.6	108.9		
08/17/2025 12:00	175198.7	94.0		
08/16/2025 12:00	175104.7	1728.0		
08/15/2025 12:00	173376.7	69.5		
08/14/2025 12:00	173307.2	96.3		
08/13/2025 12:00	173210.9	1721.8		
08/12/2025 12:00	171489.1	125.2		
08/11/2025 12:00	171363.9	84.6		
08/10/2025 12:00	171279.3	1839.8		
08/09/2025 12:00	169439.5	82.1		
08/08/2025 12:00	169357.4	101.6		
08/07/2025 12:00	169255.8	1758.3		
08/06/2025 12:00	167497.5	306.9		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
08/05/2025 12:00	167190.6	74.1		
08/04/2025 12:00	167116.5	1795.6		
08/03/2025 12:00	165320.9	119.9		
08/02/2025 12:00	165201.0	65.9		
08/01/2025 12:00	165135.1	1769.1		
07/31/2025 12:00	163366.0	80.8		
07/30/2025 12:00	163285.2	140.8		
07/29/2025 12:00	163144.4	1733.8		
07/28/2025 12:00	161410.6	102.6		
07/27/2025 12:00	161308.0	181.7		
07/26/2025 12:00	161126.3	1762.3		
07/25/2025 12:00	159364.0	140.1		
07/24/2025 12:00	159223.9	90.0		
07/23/2025 12:00	159133.9	1784.2		
07/22/2025 12:00	157349.7	76.5		
07/21/2025 12:00	157273.2	180.3		Intermittent
07/20/2025 12:00	157092.9	1939.2		Intermittent
07/19/2025 12:00	155153.7	215.9		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
07/18/2025 12:00	154937.8	175.0		
07/17/2025 12:00	154762.8	1755.4		
07/16/2025 12:00	153007.4	86.9		
07/15/2025 12:00	152920.5	100.0		
07/14/2025 12:00	152820.5	1744.2		
07/13/2025 12:00	151076.3	178.8		
07/12/2025 12:00	150897.5	89.9		
07/11/2025 12:00	150807.6	1932.3		Intermittent
07/10/2025 12:00	148875.3	83.3		
07/09/2025 12:00	148792.0	64.4		
07/08/2025 12:00	148727.6	1776.2		
07/07/2025 12:00	146951.4	160.2		
07/06/2025 12:00	146791.2	76.6		
07/05/2025 12:00	146714.6	1771.5		
07/04/2025 12:00	144943.1	49.0		
07/03/2025 12:00	144894.1	44.1		
07/02/2025 12:00	144850.0	141.2		Intermittent
07/01/2025 12:00	144708.8	100.4		

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/30/2025 12:00	144608.4	1771.8		Intermittent
06/29/2025 12:00	142836.6	170.8		
06/28/2025 12:00	142665.8	98.4		
06/27/2025 12:00	142567.4	1750.0		
06/26/2025 12:00	140817.4	109.1		
06/25/2025 12:00	140708.3	124.7		
06/24/2025 12:00	140583.6	1813.8		
06/23/2025 12:00	138769.8	77.1		Intermittent
06/22/2025 12:00	138692.7	790.1		
06/21/2025 12:00	137902.6	1869.6		Intermittent
06/20/2025 12:00	136033.0	64.7		Intermittent
06/19/2025 12:00	135968.3	204.8		Continuous
06/18/2025 12:00	135763.5	2163.2		Continuous
06/17/2025 12:00	133600.3	1567.8		Continuous
06/16/2025 12:00	132032.5	1547.4		Continuous
06/15/2025 12:00	130485.1	2606.8		Continuous
06/14/2025 12:00	127878.3	1589.4		Continuous
06/13/2025 12:00	126288.9	1505.8		Continuous

Date/Time	Reading	Consumption	Reverse Flow	Consumption Flag
06/12/2025 12:00	124783.1	2540.9		Continuous
06/11/2025 12:00	122242.2	1551.7		Continuous
06/10/2025 12:00	120690.5	1523.3		Continuous
06/09/2025 12:00	119167.2	2571.6		Continuous
06/08/2025 12:00	116595.6	1557.0		Continuous
06/07/2025 12:00	115038.6	1573.4		Continuous
06/06/2025 12:00	113465.2	485.3		Continuous

EXHIBIT "D"
CITY COUNCIL - OCTOBER 8, 2025

 **AIA® Document B101® – 2017**

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16 day of September in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Cedar City Corp
10 North Main
Cedar City, Ut 84720

and the Architect:
(Name, legal status, address and other information)

ELEMENT DESIGN COLLECTIVE, LLC, a Utah limited liability company
470 North 500 West
Bountiful, Utah 84010
801.698.6685

for the following Project:
(Name, location and detailed description)

SUU Golf Facility
200 E 900 N
Cedar City, Ut 84721

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The Owner and Architect agree as follows.

Init.

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(1179930946)

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

9,000 SF Golf complex that includes a reception area

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project boundary as outlined in survey provided by owner

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design: 3 Weeks from signed contract

Commented [1]: Is there a reason we don't have any milestone dates?

2

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Design Development: 8 Weeks after signed contract
Construction Documents: 13 weeks after signed contract

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Paul Bittmenn
Cedar City Manager
10 N Main
Cedar City, UT 84720
paulb@cedarcityut.gov
(435) 586-2953

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Jared Barnes
Cedar City Golf Division Head
200 East 900 North
Cedar City, UT 84721
jbarnes@cedarcityut.gov
(435) 586-2970

Richard Church
SUU Director of Golf

Init.

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churchr@suu.edu
(435) 586-7805

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

Go Civil
Dallas Buckner
590 N. 800 W
Cedar City, Utah 84721
435.586.9592
dallas@gocivil.net

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jonathan Galbraith, AIA
470 North 500 West
Bountiful, Ut 84010
801.698.6685
jon@element-design.co

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Focus Engineering and Surveying, LLC, a Utah limited liability company
Adam Eastman
6949 South High Tech Drive Suite 200
Midvale, Ut 84047
801.352.0075
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.2 Mechanical Engineer:

Brenkman & Co
Henk Brenkman
1170 Research Pkwy, Suite 112
Logan, Ut 84341
435. 512.4529
henk.brenkman@brenkmanandcompany.com

.3 Electrical Engineer:

Amp Electrical Engineering
1699 S. Spring Creek Drive
Lehi, Ut 84043
80.420.2153
andy@ampelectricalengineering.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's

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responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner (via Civil)
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect (Civil)
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. **§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, agreed upon by the parties mutually in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand, in such event, mediation shall proceed in advance of any other resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally but responsible for their own respective filing fees. The mediation shall be held in Utah, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the
(Paragraphs deleted)

Parties may file for Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

Commented [CC2]: There is still a statutory limitations period for written contracts of 6 years, professional negligence of 2 years, and the statute of repose is 9 years. so this does not really effect the rights of the parties.

Commented [CC3]: We can agree to actual damages, or insurance limits and agree to waive punitive damages.

Commented [CC4R4]: Jon.

I would agree to limit to insurance limits

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in a filed law suit, provided that the law allows for the party sought to be joined.

(Paragraph deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. Architect shall give Owner written notice of the breach and if not cured within thirty (30) days, the Architect may terminate the Agreement. In the event Architect suspends services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall remain per the contract.

§ 9.2 If the Owner suspends the Project for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement only after giving the breaching party written notice and allowing thirty (30) days to cure. Only then, and upon not less than seven days' written notice should the other party initiate the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs directly attributable to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

If the Owner terminates this Agreement for convenience, the Owner shall compensate the Architect for the portion of the design services performed up to the effective date of termination. Compensation shall be calculated based on the percentage of completion of each phase of the Architect's Basic and Additional Services

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The licensing fee is the design fee amount as outlined Article 11

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the state of Utah.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 Subject to the Government Records Access Management Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 or required by law. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

\$73,400

.2 Percentage Basis
(Insert percentage value)

█ () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Supplemental Services will not be performed except upon prior written approval of Owner. A mutually agreeable fixed amount shall be determined prior to proceeding with any Supplemental Services. Subject to Owner's approval, authorization to proceed with Supplemental Services may be given prior to establishment of a fixed amount. In such an event, the general basis for determining Architect's compensation shall be based on the hourly rates for each category of employee as designated in Section 11.7, multiplied by the time spent performing the task

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will not be performed except upon prior written approval of Owner. A mutually agreeable fixed amount shall be determined prior to proceeding with any Additional Services. Subject to Owner's approval, authorization to proceed with Additional Services may be given prior to establishment of a fixed amount. In such an event, the general basis for determining Architect's compensation shall be based on the hourly rates for each category of employee as designated in Section 11.7, multiplied by the time spent performing the task.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus █ percent (█ %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Cost plus ten percent (10%)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Retainer (Row deleted)	14,888	percent (20	%)
Construction Documents at Permit Submit	9,986	percent (14	%)
Construction Phase	43,534	percent (59	%)
	4,993	percent (7	%)

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Total Basic Compensation \$73,400 one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$325.00
Project Manager	\$250.00
Draftsman/Architectural Associate	\$200.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10 percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Fourteen Thousand Eight Hundred Eighty Eight Dollars (\$ 14,888.00)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **(\$)** shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty (30)** days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12 percent 12% per annum prorated on a daily basis for each day after which payment is due.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Not Applicable

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
Not Applicable

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A: Legal description of lease agreement.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Cedar City Corp.
By: Garth O Green
Its: Mayor

(Row deleted)

ARCHITECT (Signature)

**Element Design Collective, LLC A Utah limited
Liability Company**
By: Jonathan Galbraith, AIA
Its: Manager
Utah License No. _____

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Additions and Deletions Report for

AIA® Document B101® – 2017

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PAGE 1

AGREEMENT made as of the 16 day of September in the year 2025

...

Cedar City Corp
10 North Main
Cedar City, Ut 84720

...

ELEMENT DESIGN COLLECTIVE, LLC, a Utah limited liability company
470 North 500 West
Bountiful, Utah 84010
801.698.6685

...

SUU Golf Facility
200 E 900 N
Cedar City, Ut 84721

PAGE 2

9,000 SF Golf complex that includes a reception area

...

Project boundary as outlined in survey provided by owner

...

.1 Design phase milestone dates, if any-any:

Schematic Design: 3 Weeks from signed contract
Design Development: 8 Weeks after signed contract
Construction Documents: 13 weeks after signed contract

Commented [CC5]: Is there a reason we don't have any milestone dates?

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TBD

...

TBD

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...

Design/Bid/Build

...

Paul Bittmenn
Cedar City Manager
10 N Main
Cedar City, UT 84720
paulb@cedarcityut.gov
(435) 586-2953

...

Jared Barnes
Cedar City Golf Division Head
200 East 900 North
Cedar City, UT 84721
jbarne@cedarcityut.gov
(435) 586-2970

Richard Church
SUU Director of Golf
churchr@suu.edu
(435) 586-7805

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Go Civil
Dallas Buckner
590 N. 800 W
Cedar City, Utah 84721
435.586.9592
dallas@gocivil.net

...

Jonathan Galbraith, AIA
470 North 500 West
Bountiful, Ut 84010
801.698.6685
jon@element-design.co

...

Focus Engineering and Surveying, LLC, a Utah limited liability company
Adam Eastman
6949 South High Tech Drive Suite 200
Midvale, Ut 84047
801.352.0075
Email: aeastman@focus-es.com

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Brenkman & Co
Henk Brenkman
1170 Research Pkwy, Suite 112

Logan, Ut 84341
435.512.4529
henk.brenkman@brenkmanandcompany.com

Amp Electrical Engineering
1699 S. Spring Creek Drive
Lehi, Ut 84043
80.420.2153
andy@ampelectricalengineering.com

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000) for each occurrence and Five Million Dollars (\$ 5,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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	Owner
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided

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§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Owner</u>
§ 4.1.1.9	Landscape design	<u>Owner (via Civil)</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect (Civil)</u>
§ 4.1.1.21	Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution—mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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4

Commented [CC6]: There is still a statutory limitations period for written contracts of 6 years, professional negligence of 2 years, and the statute of repose is 9 years, so this does not really effect the rights of the parties.

Commented [CC7]: We can agree to actual damages, or insurance limits and agree to waive punitive damages.

Commented [CC8R4]: Jon.

I would agree to limit to insurance limits.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its agreed upon by the parties mutually in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute any other resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally, equally but responsible for their own respective filing fees. The mediation shall be held in the place where the Project is located, Utah, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved. Parties may file for Litigation in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. a filed law suit, provided that the law allows for the party sought to be joined.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend, Architect shall give Owner written notice of the breach and if not cured within thirty (30) days, the Architect may terminate the Agreement. In the event Architect suspends services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted remain per the contract.

§ 9.2 If the Owner suspends the Project, Project for reasons other than the fault of the Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.4 Either party may terminate this Agreement only after giving the breaching party written notice and allowing thirty (30) days to cure. Only then, and upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating initiate the termination.

...

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements directly attributable to termination.

...

If the Owner terminates this Agreement for convenience, the Owner shall compensate the Architect for the portion of the design services performed up to the effective date of termination. Compensation shall be calculated based on the percentage of completion of each phase of the Architect's Basic and Additional Services

The licensing fee is the design fee amount as outlined Article 11

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§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the state of Utah.

...
§ 10.8 If Subject to the Government Records Access Management Act, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1-10.8.1 or required by law. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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\$73,400

...
Supplemental Services will not be performed except upon prior written approval of Owner. A mutually agreeable fixed amount shall be determined prior to proceeding with any Supplemental Services. Subject to Owner's approval, authorization to proceed with Supplemental Services may be given prior to establishment of a fixed amount. In such an event, the general basis for determining Architect's compensation shall be based on the hourly rates for each category of employee as designated in Section 11.7, multiplied by the time spent performing the task.

...
Additional Services will not be performed except upon prior written approval of Owner. A mutually agreeable fixed amount shall be determined prior to proceeding with any Additional Services. Subject to Owner's approval, authorization to proceed with Additional Services may be given prior to establishment of a fixed amount. In such an event, the general basis for determining Architect's compensation shall be based on the hourly rates for each category of employee as designated in Section 11.7, multiplied by the time spent performing the task.

...
Cost plus ten percent (10%)

Schematic Design	14,888	percent (20	%)
Phase Retainer				
Design Development Phase	9,986	percent (14	%)
Construction Documents				
Phase at	43,534	percent (59	%)
Procurement Phase Permit				
Submit				
Construction Phase	4,993	percent (7	%)

...
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Total Basic Compensation \$73,400 one hundred percent (100 %)

<u>Principal</u>	<u>\$325.00</u>
<u>Project Manager</u>	<u>\$250.00</u>
<u>Draftsman/Architectural Associate</u>	<u>\$200.00</u>

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 10 percent (10 %) of the expenses incurred.

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§ 11.10.1.1 An initial payment of **Fourteen Thousand Eight Hundred Eighty Eight Dollars** (\$ 14,888.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

% 12 percent 12% per annum prorated on a daily basis for each day after which payment is due.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding amounts.

.2 Building Information Modeling Exhibit, if completed AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Not Applicable

[x] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(*Insert the date of the E204-2017 incorporated into this agreement.*)

Not Applicable

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Exhibit A: Legal description of lease agreement

Cedar City Corp.

By: Garth O Green
Its: Mayor

(Printed name and title)

Element Design Collective, LLC A Utah limited
Liability Company

By: Jonathan Galbraith, AIA
Its: Manager
Utah License No. _____

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:17:11 ET on 10/16/2025 under Order No. 500008798 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT "E"
CITY COUNCIL - OCTOBER 8, 2025

CEDAR CITY COUNCIL

AGENDA ITEM - 5

TO: Mayor and City Council
FROM: City Attorney
DATE: October 6, 2025
SUBJECT: Power line Easement for Nathan Block across City property to access his property south of the walking bridge up SR-14 (parcel # B-1407-0000-0000).

DISCUSSION:

Nathan Blocker obtained an easement from the City earlier this year to allow him to continue accessing and using his well that was incorrectly placed approximately seven feet onto the City's property by a previous owner of the private property. Mr. Blocker now seeks a power line easement above ground across Coal Creek and the walking trail and then underground to his property.

Much as last time, although the Planning Commission gave a positive recommendation for this easement, they did not discuss the amount of appropriate compensation for the easement as no property valuation has been carried out. With some exceptions inapplicable here, State law generally requires "adequate consideration" for anything given by the City. More specifically courts have stated, "For any disposition of public money or property to pass legal muster, it must be shown that the public entity has received fair market value in exchange." We have followed this requirement in the past for private easements.

Mr. Blocker is hoping the City will do what it did for the last easement and not require an appraisal. Last time, we took the valuation of an unrelated property near Canyon View High School where the City acquired an easement for a walking trail and used the same square footage calculation of approximately 25.8265 cents per square foot of easement. Unfortunately, I run into a couple of problems with this method here. First, the City's property along Coal Creek is substantially different than property we're currently not using. Second, I do not know the square footage of the easement currently being requested. I encourage the Council to require Mr. Blocker to obtain an appraisal for the easement being sought to avoid City staff and officials trying to do an appraiser's job.

City Engineer Kent Fugal suggested at least looking at the possibility of establishing a public utility easement in this location. This could eliminate the need to come back to the Council for future utility easements for Mr. Blocker's property and could also eliminate the statutory requirement for compensation.

I've included in your packets all the documentation considered at the Planning Commission meeting. Please consider whether to approve the requested easement.

NAME	POSITION	ANNUAL SALARY	MINIMUM	MIDPOINT	MAXIMUM
MATTHIES, AIMEE	Laboratory Director	79,233.00	57,703.54	72,273.69	86,843.83
MIKKELSON, AUSTIN	Patrol Officer II	67,132.14	57,124.70	71,548.68	85,972.67
FOSTER, LISA	Patrol Officer II	61,045.97	57,124.70	71,548.68	85,972.67
CONDIE, RON	Patrol Officer II	59,592.68	57,124.70	71,548.68	85,972.67
PEREZ, GINO	Patrol Officer II	58,770.26	57,124.70	71,548.68	85,972.67
WHITE, MYKEAL	Patrol Officer II	59,592.69	57,124.70	71,548.68	85,972.67
PETERSON, BEN	Patrol Officer II	58,139.20	57,124.70	71,548.68	85,972.67
HAMMACK, JACQUELINE	Patrol Officer II	58,139.21	57,124.70	71,548.68	85,972.67
MCKERN, DAISY	Patrol Officer II	58,139.21	57,124.70	71,548.68	85,972.67
VANJUR, MANUEL	Patrol Officer II	68,549.52	57,124.70	71,548.68	85,972.67
MCDONNELL, SHELBY	Patrol Officer II	66,456.00	57,124.70	71,548.68	85,972.67
SHUMWAY, AVERY	Patrol Officer II	57,124.70	57,124.70	71,548.68	85,972.67
BRYANT, MICAHEL	Airport Senior Operations Specialist	57,564.24	55,423.36	69,417.76	83,412.15
GLOVER, SHAWN E.	Lead Water Operator	82,941.64	55,110.72	69,026.18	82,941.64
CULLISON, TOM	Public Works Inspector	79,050.00	55,082.92	68,991.36	82,899.80
SIMMONS, KENNETH	Cemetery Sexton	61,132.00	55,026.94	68,921.25	82,815.55
LAMBERT, BART H.	Lead Street Operator	82,646.54	54,914.64	68,780.59	82,646.54
ANDERSON, DAXTON	Patrol Officer I	56,721.16	54,611.64	68,401.08	82,190.52
HIGGS, HUNTER	Patrol Officer I	56,721.18	54,611.64	68,401.08	82,190.52
KERNS, COLBY	Patrol Officer I	59,557.22	54,611.64	68,401.08	82,190.52
PRICE, TRENTON	Patrol Officer I	57,336.84	54,611.64	68,401.08	82,190.52
WILSON, GARRETT	Patrol Officer I	55,938.46	54,611.64	68,401.08	82,190.52
ROGERS, SETH	Patrol Officer I	54,611.64	54,611.64	68,401.08	82,190.52
SISANA, LANCE	Patrol Officer I	54,611.64	54,611.64	68,401.08	82,190.52
BLACKBURN, SLADE	Patrol Officer I	55,375.80	54,611.64	68,401.08	82,190.52
RUNOLFSON, BROOKE	Patrol Officer I	54,611.64	54,611.64	68,401.08	82,190.52
SCORESBY, LOGAN	Patrol Officer I	54,611.64	54,611.64	68,401.08	82,190.52
RAY, AMBER	Planner I	55,251.21	53,940.69	67,560.72	81,180.74

\$65,177 not approved