NOTICE OF REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, December 4, 2025, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

   a. **Read a Proclamation proclaiming December 13, 2025 as Wreaths Across America Day.**

2. **Comments from the public.**

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

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

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

   Written comments may be submitted anytime to the City Recorder at 175 East 200 North, St. George, UT 84770 or publiccomments@sgcityutah.gov.

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

3. **Consent Calendar.**

a. **Consider approval of a bid for the construction of the SGRWRF Laboratory Building.**

BACKGROUND and RECOMMENDATION: This item is to consider award of the construction of a new Laboratory/Pretreatment Building at the St. George Regional Water Reclamation Facility to Westland Construction in the amount of $4,410,225. The St. George Regional Water Reclamation Facility (SGRWRF) is required to perform various testing of its influent and effluent to ensure all environmental regulations are met throughout the wastewater treatment process. The existing laboratory is inadequate to meet our needs and future testing requirements. The City went out for proposals and received six responses back. Based on review of the proposals, Westland Construction received the highest score. Staff recommends award to Westland Construction in the amount of $4,410,225.

b. **Consider approval of an award of bid with Zion Engineering for replacement boilers at the St. George Police Station.**

BACKGROUND and RECOMMENDATION: This item is to consider award of a contract to replace two boilers at the St. George Police Station to Zion Engineering in the amount of $121,226.21. The two boilers at the St. George Police Station are 30 years old. One recently failed and the other one is in need of immediate replacement. Staff went out for bids and received two bids back. The low bid was received from Zion Engineering. Staff recommends award of the contract to Zion Engineering in the amount of $121,226.21.

c. **Consider approval to purchase custom playground on state contract from Lucky Dog Recreation for Boots-Cox Family Park.**

BACKGROUND and RECOMMENDATION: This item is to consider approval of the purchase of playground equipment for the Boots-Cox Family Park from Lucky Dog Recreation through state contract in the amount of $377,081.26. The existing playground at the Boots-Cox Family park is at the end of life and in need of replacement. This project was included as part of the 2023 Trails, Parks and Recreation General Obligation Bond. Staff recommends approval of the purchase from Lucky Dog Recreation in the amount of $377,081.26.

d. **Consider approval of purchasing roller hockey rink boards via cooperative contract with Athletica Sport Systems for the JC Snow Park Roller Hockey project.**

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new roller hockey rink boards and goals for the JC Snow Park Roller Hockey project. This is for materials and installation for only one new rink. The proposed materials include 42-inch boards, fencing, penalty boxes, players boxes, players benches, timekeeper's box, timekeeper's table, gates, hardware, and goals. The cooperative contract is through Sourcewell – Athletica Contract #120320. Staff recommends approval of the purchase in the amount of $147,570.

e. **Consider approval of a Professional Services Agreement (PSA) with Civil Science Infrastructure, Inc. for construction phase services for the SR-7 Active Transportation Path.**

BACKGROUND and RECOMMENDATION: Civil Science recently completed the civil design portion of the construction documents for the SR-7 Active Transportation Path and now the project is about to start construction. On October 16, 2025, City Council approved the construction bid for the project to Suncore Construction and Materials. The SR-7 Active Transportation Path is six miles of a 12-foot-wide multi-use trail in St. George and Hurricane. The St. George trail segment is on the City's Park & Trail Master Plan, St. George Active Transportation Plan, and is also part of the UDOT SR-7 Active Transportation Plan. This proposed PSA with Civil Science is to provide construction phase services for the SR-7 Active Transportation Path in the amount of $158,500. Staff recommends approval.

f. **Consider approval of a Reimbursement Agreement for the 1100 West Sewer Line Extension project.**

BACKGROUND and RECOMMENDATION: The 100 West Street area is part of the original Bowler, Ence, & Marsh subdivision was constructed in 1969, prior to the sanitary sewer being available. The homes in this area are on private septic systems, which are nearing their useful life. In the past, the City has entered into agreements with residents in certain areas where sewer service is not available to participate in the cost of extending sewer services to the area.

g. **Consider approval of Reimbursement Agreement with Quality Excavation for upsizing of water lines in the Desert Canyons area.**

BACKGROUND and RECOMMENDATION: The City's Culinary Water and Secondary Irrigation Master Plans have identified the need of large diameter waterlines within the Desert Canyons development to meet the future demands of development through the South Block area of the City. In the past, the City has reimbursed developers for the cost of upsizing waterlines within their developments as the developments are constructed. Staff recommends approval.

h. **Consider approval of Task #9 for the Air Traffic Control Tower Minimum Equipment List (MEL) Design & CM.**

BACKGROUND and RECOMMENDATION: In support of the new Airport Traffic Control Tower (ATCT), which is currently scheduled to be completed in December, 2026, furniture and air traffic control equipment are required by the FAA to support Air Traffic Operations, this project includes the professional design services supporting the new furniture, equipment, associated services, and the preparation of documents related to the relocation of limited FAA Equipment. Staff recommends approval.

i. **Consider approval of a fee waiver for the Desert Hills High School Fundraiser Pickleball Tournament.**

BACKGROUND and RECOMMENDATION: Desert Hills High School Student Council has requested the use of City pickleball courts to host a fundraising tournament as part of their annual Gold Rush Christmas Fundraiser Program. This year, the

program aims to support a family in our community and is being organized by Student Council member John Cottam. Staff recommends approval.

4. **Public hearing and consideration of Resolution No. 2025-027R to review and approve amendments to the Fiscal Year 2025-26 Budget.**

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

5. **Public hearing concerning compensation increases for executive municipal officers as determined by the city's annual compensation study.**

BACKGROUND and RECOMMENDATION: The City conducts a compensation study each year to ensure our competitiveness with the municipal market within Utah. This study is critical in helping the city attract and retain qualified and skilled employees to provide consistent and effective delivery of services for our residents, businesses and visitors to the community. Effective May 1, 2024, the state legislature approved SB 91 which requires a public hearing to be held on the compensation increases determined as part of the city's annual compensation study prior to including these increases within the city's budget for municipal officers. Staff recommends holding the public hearing. No action is required.

6. **Public hearing and consideration of Ordinance No. 2025-100 vacating a municipal utility easement located at the rear of Lots 16, 17, 18, 19, and 20 of the Banded Ridge Subdivision.**

BACKGROUND and RECOMMENDATION: The homeowners of the lots listed herein have encroached onto property that was conveyed to the City by Quality Development. The City has agreed to deed the encroached areas back to Quality Development, who has applied for a subdivision amendment to incorporate the deeded parcels into the respective lots. The Joint Utilities Commission recommended approval.

7. **Consider approval Resolution No. 2025-028R authorizing a gas supply contract with the Public Energy Authority of Kentucky (PEAK) to participate in a prepaid natural gas program with BP Energy Company and acknowledging PEAK's related bond issuance.**

BACKGROUND and RECOMMENDATION: The City is proposing to source a portion of its long-term natural gas needs through a "prepaid" program administered by PEAK, with gas supplied by BP Energy Company (BPEC). Under this structure, PEAK issues tax-exempt bonds and prepays BPEC for future gas deliveries; St. George then purchases gas from PEAK under a NAESB contract at a stated per-MMBtu discount. The draft confirmation sets a delivery window beginning May 1, 2026, through September 30, 2034, with automatic one-year renewals thereafter; the City pays the discounted contract price for delivered quantities each month. The City is not issuing debt and has no financial liability for PEAK's bonds; our obligations are limited to taking and paying for gas under the NAESB terms.

8. **Consider approval of a Hillside Development Permit for a modification to the approved location of the rock fall hazard line on approximately 0.23 acres located on the open space south of the existing Banded Ridge Subdivision. (Case No. 2025-HS-009 - Banded Ridge Hillside Revision)**

BACKGROUND and RECOMMENDATION: The proposal is a hillside development permit for the open space directly south of Banded Ridge subdivision. The applicant is asking for a modification for the location of the rock fall runoff line based on a more in depth analysis performed by AGEC. At their meeting held on November 18, 2025, the Planning Commission recommended approval with conditions, with a vote of 7-0.

9. **Consider approval of Ordinance No. 2025-101 amending the City's General Plan by adding a Water Use and Preservation Element to the General Plan. (Case No. 2025-GPA-016)**

BACKGROUND and RECOMMENDATION: In 2022, Utah State Legislature recognized the need to address the state's water use practices and required that each municipal General Plan includes a water use and preservation element to address water capacity, water use, and the effect that different land development could have on the water supply and availability. At their meeting held on November 18, 2025, the Planning Commission recommended approval.

10. **Consider approval of Ordinance No. 2025-102 amending the Atkinville Interchange Zone Plan PD-C (Planned Development Commercial) zone on approximately 0.81 acres located on the southwest corner of Pioneer Road and Bluegrass Way. (Case No. 2025-PDA-031 - Utah First Credit Union - Sun River)**

BACKGROUND and RECOMMENDATION: The proposal is for a financial institution. The underlying general plan is PD (Planned Development). At their meeting held on November 18, 2025, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 6-0; there were no public comments.

11. **Consider approval of Ordinance No. 2025-103 amending the City Zoning Map by changing the zone from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) to PD-C (Planned Development Commercial) on approximately 1.0 acre located at southeast of 1050 North and 1020 West. (Case No. 2025-ZC-016 - 1037 W 1050 N Zone Change)**

BACKGROUND and RECOMMENDATION: The applicant made an application to change the zoning on the property to C-3. After the Planning Commission hearing and prior to review by the City Council, the applicant amended their application rezone the property to PD-C (Planned Development Commercial) instead. On November 18, 2025, Planning Commission held a public hearing on the request and received three public comments asking to not change the zoning. The Planning Commission discussed the case and recommended approval Zone Change as proposed by the applicant with a 7-0 vote.

12. **Consider approval of Ordinance No. 2025-104 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.86 acres located at 559 East St. George Boulevard (Case No. 2025-ZC-018 - St. George Downtown Hyatt)**

BACKGROUND and RECOMMENDATION: The underlying general plan is Downtown Connected Corridor with the adjacent zoning of MH-6 (Mobile Home minimum of 6,000 sq. ft. lots) and C-3 (General Commercial). At their meeting held on October 28, 2025 the Planning Commission held a public hearing, no public comments were made. They forwarded a positive recommendation with a 6-0 vote including that the height is increased to allow the additional height as requested by the applicant and as shown in the staff report with the following conditions: 1. The applicant must combine the lots before the site can be approved. 2. A 15-foot landscape strip must be provided along the right of way on 600 East. 3. The use list be changed to only include Bar Establishment, Restaurant, Hotel/Motel.

13. **Consider approval of Ordinance No. 2025-105 amending the City Zoning Map by changing the zone from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 3.76 acres located at the northwest and northeast corners of St. George Boulevard and 100 West Street (Case No. 2025-ZC-019 - First West)**

BACKGROUND and RECOMMENDATION: The underlying general plan is Downtown Lively with the adjacent zoning of C-4 (Central Business District), PD-C (Planned Development Commercial), and A-P (Administrative Professional). At their meeting held on October 28, 2025, the Planning Commission held a public hearing, and recommended approval with the increased heights requested by the applicant with a vote of 6-0. There was one public comment regarding overflow parking on the public streets from Ancestor Square.

14. **Consider approval of Ordinance No. 2025-106 amending the City Zoning Map by changing the zone from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 1.28 acres located at 311 West St George Boulevard. (Case No. 2025-ZC-020 - 311 West Mixed Use)**

BACKGROUND and RECOMMENDATION: The underlying general plan is Downtown Connected Corridor with the adjacent zoning of C-4 (Central Business District) and C-3 (General Commercial). At their meeting held on November 18, 2025, the Planning Commission held a public hearing and recommended approval with a 5-0 vote.

15. **Consider approval of Ordinance No. 2025-107 amending portions of Title 10 of City Code and modifying the TNZ Design Manual as it pertains to setbacks along alleyways and frontage on open space. (Case No. 2025-ZRA-012 - Alley Setbacks)**

BACKGROUND and RECOMMENDATION: In 2023, a code change to the St. George city code was approved which increased the setback between an alleyway and a garage from 5' to 25'. This was done as a larger change to sections of city code. Staff recently received an application from SUHBA (Southern Utah Home Builders Association) requesting a Zoning Regulation Amendment in order to revise the requirement for alley loaded garages to maintain a 20-foot setback between the alley

and garage. Planning Commission held a public hearing on October 28, 2025, to receive comments on the proposed changes to Title 10. No public comment was received and after discussion, they recommend approval of the changes as presented with a 5-1 vote.

16. **Consider approval of Ordinance No. 2025-108 amending City Code Title 1, Chapter 13 Disposal of City-Owned Real Property, to add a paragraph titled "1-13-6: Disposal of Police Department-Owned Firearms"**

BACKGROUND and RECOMMENDATION: The Police Department has historically presented and currently presents a retiring officer with their firearm upon retirement from the City. While not universal, it is common practice in police departments throughout Utah and the United States. Staff recommends approval.

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

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

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

Christina Fernandez, City Recorder

November 24, 2025
Date

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

PROCLAMATION

WHEREAS, Wreaths Across America is a non-profit organization that began in 2006 as an extension of the Arlington National Cemetery Wreath Project; and

WHEREAS, the project originally started in 1992 when wreaths donated by the Worcester Wreath Company were placed on the headstones of our Nation's Fallen Heroes during the holidays; and

WHEREAS, the Utah State Society Daughters of the American Revolution, having partnered with Wreaths Across America in a mutual mission to remember the fallen, honor those who have served and teach children the value of freedom; and

WHEREAS, family members, friends and citizens of all ages will volunteer their time to adorn the gravesites with Christmas wreaths in a stirring tribute to the courage and sacrifice of those who have guarded and preserved our nation's freedom throughout history; and

WHEREAS, this year marks the 16th anniversary of this event taking place at Tonaquint Cemetery; and

WHEREAS, today, Wreaths Across America ceremonies will be held throughout the state at participating cemetery locations to gratefully remember and honor Utah's veterans and to thank them once again for their service to our country during this holiday season.

NOW, THEREFORE, I, Michele Randall, Mayor, along with City Council of the City of St. George, Utah, do hereby proclaim Saturday, December 13, 2025 as:

WREATHS ACROSS AMERICA DAY

in the City of St. George and encourage all residents of St. George and the surrounding area to join together on this solemn day of remembrance and to participate in these ceremonies.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 4th day of December, 2025.

OFFICIAL SEAL
City of St. George
STATE OF UTAH

Michele Randall, Mayor

Agenda Date: 12/04/2025 **Agenda Item Number:** 3a

Subject:

Consider approval of a bid for the construction of the SGRWRF Laboratory Building.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

SGRWRF

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

This item is to consider award of the construction of a new Laboratory/Pretreatment Building at the St. George Regional Water Reclamation Facility to Westland Construction in the amount of $4,410,225. The St. George Regional Water Reclamation Facility (SGRWRF) is required to perform various testing of its influent and effluent to ensure all environmental regulations are met throughout the wastewater treatment process. The existing laboratory is inadequate to meet our needs and future testing requirements. The City went out for proposals and received six responses back. Based on review of the proposals Westland Construction received the highest score. Staff recommends award to Westland Construction in the amount of $4,410,225.

Staff Narrative (need/purpose):

A new laboratory/pretreatment building has been designed to meet our current and future needs. A request for proposals was prepared for the construction of the building. Six contractors submitted proposals for the construction of the building. The bids for construction ranged from $4,401,000 to $6,381,167, with the average being $4,935,650. The difference between the lowest two bids was $9,225. Several criteria (overall experience, staffing, similar projects, cost) were used to evaluate each contractor, with cost of the project accounting for 40% of the overall criteria evaluation. Considering all of the evaluation criteria, Westland Construction received the highest evaluation score, with an overall cost of $4,410,225.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $4,410,225

Amount approved in current FY budget for item: $4,000,000

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

Overage will be absorbed by savings in other projects.

Description of funding source:

User rates.

Recommendation (Include any conditions):

Staff recommends award of bid for the SGRWRF Lab Building to Westland Construction in the amount of $4,410,225

Attachments

25-234 - Scoring Summary

Active Submissions

Supplier	Total 100 pts	Total Cost / 40 pts
Westland Construction (D93)	95.25	39.92 ($4,410,225.00)
Mahas Construction (H29)	90.13	37.46 ($4,699,000.00)
DOJO Construction (W87)	84	40 ($4,401,000.00)
Sletten Construction (L14)	77.54	27.54 ($6,391,167.00)
Starke Contractors (M42)	76.73	34.07 ($5,167,311.00)
Caliber Contractor (V11)	69.4	38.73 ($4,545,203.00)

NOTICE OF AWARD

To: Westland Construction, Inc.

Project: **SGRWRF Laboratory and Pretreatment Building Project**
Inquiry No.: 25-234

The CITY has considered the BID submitted by you for the above described project in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of $ 4,410,225.00 on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____ day of _____, 2025.

City of St. George
CITY

By _____

Name Michele Randall

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between the City of St. George, hereinafter called "CITY" and Westland Construction, Inc. doing business as a Corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS for the SGRWRF Laboratory & Pretreatment Building Project on or before 30 Days after Notice of Award and will substantially complete the work on or before 450 in accordance with the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
2. CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms Contained in the CONTRACT DOCUMENTS and GENERAL CONDITIONS for the sum of $ 4,410,225.00.
3. CONTRACTOR agrees to file a notice of commencement for this project with the Utah State Construction Registry no later than 15 days after commencement of physical construction of the WORK described in the CONTRACT DOCUMENTS. CONTRACTOR shall comply with all provisions of Title 38 Chapter 1b, Utah Code Annotated, relating to government construction projects.
4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described therein. The term "CONTRACT DOCUMENTS" means and includes all documents included in the public request for bid. “GENERAL CONDITIONS” means the document so titled contained within the CONTRACT DOCUMENTS.
5. CITY will pay CONTRACTOR in the manner and at such times as set forth in the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 copies, each of which shall be deemed an original on the date written above.

CITY OF ST. GEORGE	WESTLAND CONSTRUCTION, INC.
_____	_____
Michele Randall, Mayor	Name of Signer, Title of Position
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY’S OFFICE
_____	_____
Christina Fernandez, City Recorder	Alicia Galvany Carlton, Assistant City Attorney

CERTIFICATION OF LEGAL WORK STATUS (Contractor)

Project: SGRWRF Laboratory & Pretreatment Builidng Project

Inquiry No.: 25-234

Contractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Contractor agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to City prior to any work being performed by the subcontractors. Contractor agrees to produce, at the City's request, documents to verify compliance with applicable State and Federal laws. If Contractor knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Contractor and City. In addition, Contractor may be suspended from participating in future projects with the City for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by Contractor or a subcontractor of Contractor, Contractor shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the City, excluding attorney fees. Contractor and City each agree to pay their own respective attorney fees. For purposes of compliance, the City requires Contractor and subcontractors to use E-Verify to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Contractor and subcontractors must maintain authorized documentation of the E-Verify.

I certify that I have read, understand and agree to comply with the requirements herein.

Contractor Name: _____

Company Address: _____

Company's Unique E-Verification Number: _____

_____ _____

Signature Date

_____

Official Title

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 20__, personally appeared before me, _____, known or identified to me to be the person whose name is signed on the foregoing document and acknowledged that s/he is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same voluntarily for its stated purpose.

_____

Notary Public

CERTIFICATION OF LEGAL WORK STATUS (Subcontractors)

Project: SGRWRF Laboratory & Pretreatment Building Project
Inquiry No.: 25-234

Subcontractor certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Subcontractor agrees to require all their subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to City prior to any work being performed by the subcontractors. Subcontractor agrees to produce, at the City's request, documents to verify compliance with applicable State and Federal laws. If Subcontractor knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between Contractor and City. In addition, Subcontractor may be suspended from participating in future projects with the City for a period of one (1) year. For purposes of compliance, the City requires Subcontractor and their subcontractors to use E-Verify to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. Subcontractor and their subcontractors must maintain authorized documentation of the E-Verify.

I certify that I have read, understand and agree to comply with the requirements herein.

Subcontractor Name: _____

Company Address: _____

Company's Unique E-Verification Number: _____

_____ _____
Signature Date

_____
Official Title

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 20__, personally appeared before me, _____, known or identified to me to be the person whose name is signed on the foregoing document and acknowledged that s/he is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same voluntarily for its stated purpose.

_____
Notary Public

GENERAL CONDITIONS INDEX

1 Definitions
2 Additional Instructions and Detail Drawings
3 Schedules, Reports, and Records
4 Drawings and Specifications
5 Shop Drawings and Samples
6 Materials, Services and Facilities
7 Inspection and Testing
8 Substitutions
9 Patents
10 Surveys, Permits, Regulations
11 Protection of Work, Property, Persons
12 Supervision by Contractor
13 Changes in the Work
14 Changes in Contract Price
15 Time for Completion and Liquidated Damages
16 Correction of Work
17 Subsurface Conditions
18 Suspension of Work, Termination and Delay
19 Payments to Contractor
20 Acceptance of Final Payment as Release
21 Insurance
22 Contract Security
23 Assignments
24 Indemnification
25 Separate Contracts
26 Subcontracting
27 Inspecting Officer's Authority
28 Land and Rights-of-Way
29 Guarantee
30 Taxes
31 Construction Staking
32 Safety and Health
33 References
34 Site Examination
35 Coordination with Existing Trades
36 Public Safety and Traffic Control
37 Project Meetings
38 Operations within the Right-of-Way
39 Temporary Facilities and Utilities
40 Contract Closeout
41 Breach of Contract
42 Compliance Certification of Legal Work Status

GENERAL CONDITIONS

1. DEFINITIONS

1.1. Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4. BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5. BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6. CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7. CITY – The City of St. George.

1.8. CITY'S REPRESENTATIVE – Name
175 E 200 N
St. George, UT 84770
435-Phone #

1.9. CONTRACT DOCUMENTS – The documents listed as contract documents in the agreement signed by the parties.

1.10. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.11. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.12. CONTRACTOR - The person, firm or corporation with whom the CITY has executed the Agreement.

1.13. DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared by a licensed professional Landscape Architect, Architect, or Engineer and reviewed and approved by the INSPECTING OFFICER.

1.14. INSPECTING OFFICER - The person designated by the City of St. George.

1.15. FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the INSPECTING OFFICER to the CONTRACTOR during construction.

1.16. NOTICE OF AWARD - The written notice of the acceptance of the BID from the CITY to the successful BIDDER.

1.17. NOTICE TO PROCEED - Written communication issued by the CITY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.18. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.19. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed, or as described below:

1.19.1. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier, or distributor. Shop drawings illustrate some portion of the WORK and confirm dimensions and conformance to Contract Documents.

1.19.2. Samples are physical examples furnished by CONTRACTOR to illustrate materials, equipment, color, or workmanship and to assist in the establishment of standards by which the WORK will be judged.

1.20. SPECIFICATIONS OR TECHNICAL SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature about the materials, equipment, construction systems, standards and workmanship.

1.21. SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22. SUBSTANTIAL COMPLETION - That date as certified by the INSPECTING OFFICER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended. Obtaining a certificate of occupancy does not mean the WORK has reached SUBSTANTIAL COMPLETION.

1.23. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required for participation in the PROJECT and approved in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24. SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1. The CONTRACTOR may be furnished additional instructions and detail drawings by the INSPECTING OFFICER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2. The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1. The CONTRACTOR shall submit to the CITY such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable when requested by the CITY for the WORK to be performed.

3.2. Prior to the first partial payment request the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and as applicable:

3.2.1. The dates at which special detail drawings will be required; and

3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

4. DRAWINGS AND SPECIFICATIONS

4.1. The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the CITY.

4.2. In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3. Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the INSPECTING OFFICER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS AND SAMPLES

5.1. The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The INSPECTING OFFICER shall promptly review all SHOP DRAWINGS. The INSPECTING OFFICER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2. When submitted for the INSPECTING OFFICER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the INSPECTING OFFICER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the INSPECTING OFFICER.

5.4. Procedure: CONTRACTOR shall review and designate (stamp) his approval and submit to CITY'S REPRESENTATIVE, with reasonable promptness and in orderly sequence, all shop drawings and samples required by the Contract Documents. Three copies of the Drawings are required. CONTRACTOR shall bear cost of reproducing copies of shop drawings required by all concerned.

5.5. By approving shop drawings and samples, CONTRACTOR thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each shop drawing and sample with requirements of the WORK and of the Contract Documents.

5.6. No WORK requiring a shop drawing or sample submission shall be commenced until submission has been approved by CITY'S REPRESENTATIVE.

5.7. Samples.

5.7.1. Where specified or required, CONTRACTOR shall submit samples to CITY'S REPRESENTATIVE together with specification material, affidavits, and other documentation as may be required by CITY'S REPRESENTATIVE.

5.7.2. It is the CONTRACTOR'S specific responsibility to ascertain that samples submitted have been checked and approved by him.

5.7.3. Cost of samples, together with transportation, delivery, and any other costs, shall be borne by CONTRACTOR. Samples shall be retained in the office of the CITY'S REPRESENTATIVE until completion of the Project.

5.7.4. Where samples are specifically required to be submitted for approval, no WORK involving the sampled materials shall proceed until written approval has been obtained from CITY'S REPRESENTATIVE.

5.8. Review of shop drawings and Samples by CITY'S REPRESENTATIVE shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review of such drawings and samples will not relieve CONTRACTOR of responsibility for any error which may exist in the Submittals.

6. MATERIALS, SERVICES AND FACILITIES

6.1. It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time. Materials incorporated into Project shall be new, except as otherwise indicated in the Specifications, of specified quality, and furnished in sufficient quantity to facilitate proper and speedy execution of the WORK. CONTRACTOR shall, if requested, furnish evidence of the quality of any materials. Materials not meeting the requirements of the Contract Documents shall be removed from the Project by CONTRACTOR without expense to CITY.

6.2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.2.1. Materials shall be delivered to the site in original packaging with labels and trademarks intact, and such labels and trademarks shall remain intact until used.

6.2.2. CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, and permits and shall arrange and maintain parking of vehicles and storage of materials in an orderly manner leaving all walks, driveways, roads, and entrances, unencumbered.

6.3. All equipment on site shall be protected from physical damage and from the elements. All rotating equipment shall be rotated four turns once each week during construction.

6.4. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.5. Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the INSPECTING OFFICER.

6.6. Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1. All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2. The CITY shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3. The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS unless otherwise stated in the CONTRACT DOCUMENTS.

7.4. If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the INSPECTING OFFICER timely notice of readiness. The CONTRACTOR will then furnish the INSPECTING OFFICER the required certificates of inspection, testing or approval.

7.5. Inspections, tests or approvals by the INSPECTING OFFICER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6. The INSPECTING OFFICER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of the CITY or any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7. If any WORK is covered prior to inspections, tests, or approval or contrary to the CONTRACT DOCUMENTS it must, if requested by the INSPECTING OFFICER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8. If the INSPECTING OFFICER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the INSPECTING OFFICER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the INSPECTING OFFICER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1. Whenever a material, article or piece or equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may, by written request with supporting documentation, recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the INSPECTING OFFICER, such material, article, or piece of equipment provides equal or better level of performance than that expected from the originally specified material, article, or piece of equipment at equal or less cost to the CITY, and provides an equal or better warranty and service conditions, such materials, articles, and pieces of equipment may be considered for substitution. Such consideration on the part of the INSPECTING OFFICER does not constitute agreement to or approval of any substituted materials, articles, or pieces of equipment. The written request for substitution shall include a statement that CONTRACTOR accepts responsibility for any and all adjustments to the rest of the project to accommodate the proposed substitution, including any additional costs created by the change.

8.2. INSPECTING OFFICER retains the right to reject any and all materials, articles, and pieces of equipment offered for consideration as substitutes for those originally specified, and may require the CONTRACTOR to install all materials, articles, and pieces of equipment as originally specified.

8.3. When several materials are specified in the Contract Documents by name for one use, CONTRACTOR may select any one of those so specified. The mixing of several products specified by name for one use is prohibited.

8.4. Wherever an item or class of material is specified exclusively by trade name, by name of maker, or by catalog reference, use such item only unless CITY’S REPRESENTATIVE’S approval for a substitution is secured. Items and material not specified in the Contract Documents and installed in the WORK shall be removed and replaced by specified items and material at no additional cost to CITY and for no additional time added to Contract.

9. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the INSPECTING OFFICER.

10. SURVEYS, PERMITS, REGULATIONS

10.1. The CITY shall furnish all boundary and topographic surveys, establish a point of beginning, and provide a plan showing the basic data necessary for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the CITY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2. The STAKING AND LAYOUT PLAN shall be the responsibility of the CONTRACTOR in coordination with the CITY.

10.3. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the CONTRACTOR shall be charged with the resulting expense, which expense shall include the cost of all labor and materials necessary to repair the damage, and the CONTRACTOR shall be responsible to remedy any mistakes that may be caused by their unnecessary loss or disturbance.

10.4. Permits and licenses necessary and required for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the CONTRACT DOCUMENTS. Such permits and documents shall include but not be limited to a City business license or registration, the SWPPP (Storm Water Pollution Prevention Plan), NOI (Notice of Intent which is part of the SWPPP), Air Quality Control Permit, Grading Permit, Building Permit, Encroachment permit, and NOT (Notice of Termination of the Stormwater Permit). Easements shall be secured and paid for by the CITY, unless otherwise specified in the CONTRACT DOCUMENTS. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the INSPECTING OFFICER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the

site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the CITY or the INSPECTING OFFICER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the INSPECTING OFFICER or CITY, shall act to prevent threatened damage, injury or loss. He will give the INSPECTING OFFICER prompt WRITTEN NOTICE of significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1. The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2. The INSPECTING OFFICER, also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the INSPECTING OFFICER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the INSPECTING OFFICER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the

basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the CITY.

14. CHANGES IN CONTRACT PRICE

14.1. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase of decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1. Unit prices previously approved;

14.1.2. An agreed lump sum; or

14.1.3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay to the CITY the amount for LIQUIDATED DAMAGES as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4. The CONTRACTOR shall not be charged with LIQUIDATED DAMAGES or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the CITY or INSPECTING OFFICER.

15.4.1. To any preference, priority or allocation order duly issued by the CITY;

15.4.2. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

15.5. Failure to make repairs to deficiencies throughout the Guaranty Period within 10 days after the monthly inspection will result in the assessment of LIQUIDATED DAMAGES at the rate specified in the BID.

15.6. Failure to remove and / or replace defective or rejected materials and WORK found not in compliance with the CONTRACT DOCUMENTS, as specified in Section 16 - CORRECTION OF WORK, within TEN DAYS (10) after receipt of WRITTEN NOTICE given by the INSPECTING OFFICER will result in the assessment of LIQUIDATED DAMAGES at the rate specified in the BID.

15.7. The conditions specified in 15.5 and 15.6 and the rates specified in the Bid are cumulative and are in addition to any LIQUIDATED DAMAGES assessed in accordance with 15.1, 15.2, 15.3, and 15.4 that may be associated with the overall Contract Time.

16. CORRECTION OF WORK

16.1. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the INSPECTING OFFICER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the CITY and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2. All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, CONTRACTOR shall be assessed LIQUIDATED DAMAGES as specified in the CONTRACT DOCUMENTS. CITY has the right to remove the WORK and store the materials at the expense of CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1. The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the CITY by WRITTEN NOTICE of:

17.1.1. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2. The CITY shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the CITY may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1. The CITY may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the INSPECTING OFFICER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed

an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2. If the CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTOR or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the INSPECTING OFFICER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the INSPECTING OFFICER and incorporated in a CHANGE ORDER.

18.3. Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any right of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the INSPECTING OFFICER, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the INSPECTING OFFICER fails to act on any request for payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR substantially the sum approved by the INSPECTING OFFICER within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the CITY and the INSPECTING OFFICER, terminate the CONTRACT and recover from the CITY payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the INSPECTING OFFICER has failed to act on a request for payment or if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the CITY and the INSPECTING OFFICER stop the WORK until he has been paid all amounts then

due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the CITY or INSPECTING OFFICER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the CITY or INSPECTING OFFICER.

19. PAYMENTS TO CONTRACTORS

19.1. **REQUEST FOR PAYMENT**. Payment request shall be submitted on CITY'S standard payment request form. The breakdown shall follow the trade Divisions of the Specification and each item there under shall include its pro rata part of overhead and profit so the sum of the items equal the contract price. The breakdown will correspond exactly to items of WORK in the schedule including WORK of SUBCONTRACTORS.

19.1.1. **PROGRESS PAYMENTS**. The following general requirements shall be met:

19.1.1.1. CONTRACTOR shall submit to INSPECTING OFFICER three (3) copies of an itemized request for payment or partial payment for work completed in accordance with the terms of the Contract. The request for payment shall not be submitted more than once a month and must be on forms approved by CITY.

19.1.1.2. The request shall be supported by data substantiating CONTRACTOR's right to payment as CITY may require. Said data may include, but is not limited to, copies of requisitions from Subcontractors, invoices for material purchased, timecards for employees, proof of payment to Subcontractors and photographs clearly showing the work for which payment is requested.

19.1.1.3. The request may include requests for payment pursuant to approved Change Orders or Construction Change Directives.

19.1.1.4. The request may not include requests for payment for portions of the work performed by a Subcontractor when CONTRACTOR does not intend to pay a Subcontractor because of a dispute or other reason. CONTRACTOR shall notify CITY of intent not to pay a Subcontractor and clearly state the reasons for nonpayment.

19.1.1.5. In executing the request for payment, CONTRACTOR shall attest that CONTRACTOR'S employees and Subcontractors involved with prior requests for payment have been paid, unless CONTRACTOR provides a detailed explanation why such payment may not have occurred. CONTRACTOR shall require each Subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time Subcontractor is paid and shall provide a copy of both documents to CITY. CONTRACTOR shall also sign a

"Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.

19.1.2. **PAYMENT FOR MATERIAL AND EQUIPMENT**. If payment is requested on the basis of materials and equipment not incorporated in the work, but delivered and suitably stored at or near the site the payment request shall be conditioned upon compliance by CONTRACTOR with procedures satisfactory to CITY to establish CITY's title to such materials and equipment or otherwise protect CITY's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. CITY may require copies of invoices or other suitable documentation.

19.1.3. **CONTINUE WORK EVEN IF PAYMENT DISPUTED**. If CONTRACTOR disputes any determination by INSPECTING OFFICER with regard to any Certification of Payment, CONTRACTOR nevertheless shall expeditiously continue to perform the work as set out in the Contract.

19.1.4. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTOR**. CONTRACTOR shall promptly pay each Subcontractor, upon receipt of payment from CITY, out of the amount paid to CONTRACTOR on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled. CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payment to its Subcontractors in a similar manner.

19.1.5. **CERTIFICATE, PAYMENT OR USE NOT ACCEPTANCE OF IMPROPER WORK**. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by CITY shall not constitute acceptance of work that is not in accordance with the Contract Documents.

19.1.6. **CONDITIONS FOR FINAL PAYMENT**. Upon completion and acceptance of the work, CONTRACTOR shall submit to INSPECTING OFFICER, to the extent required by INSPECTING OFFICER, the following:

19.1.6.1. An affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the work for which CITY or CITY's property might be responsible or encumbered have been paid or otherwise satisfied;

19.1.6.2. A current or additional certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice, by certified mail, return receipt requested, has been given to CITY;

19.1.6.3. A written statement that CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

19.1.6.4. If requested by surety in a timely manner or by CITY, consent of surety, to final payment;

19.1.6.5. Receipt of Record Drawings, the warranties, instructions, operation and maintenance manuals, and training videos required to be furnished by the Contract Documents; and

19.1.6.6. Other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by CITY. If a Subcontractor refuses to furnish a release or waiver required by CITY, CITY may require consent of Surety to the final payment. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONTRACTOR shall refund to CITY all money that CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

19.1.6.7. After INSPECTING OFFICER has reviewed the items submitted, INSPECTING OFFICER shall issue a Certificate for Payment attached to the final payment request and shall include a Final Acceptance Letter that the work has been accepted by INSPECTING OFFICER under the conditions of the Contract Documents.

19.1.7. **FINAL PAYMENT**. In executing the request for final payment, CONTRACTOR shall provide a "Waiver and Release Upon Final Payment" signed by CONTRACTOR attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONTRACTOR provides a detailed explanation why such payments have not occurred or will not occur. CONTRACTOR shall also submit a Certificate of Legal Work Status a copy of which shall be given to City. CONTRACTOR shall require each Subcontractor, vendor, and supplier to sign a "Waiver and Release Upon Final Payment" at the time Subcontractors are paid their final payment and shall provide a copy of the waiver to CITY. Subcontractors shall also submit a Certificate of Legal Work Status a copy of which shall be given to City. Retainage shall be released after receipt of all final waivers.

19.2. **CERTIFICATES FOR PAYMENT**.

19.2.1. **SSUED BY INSPECTING OFFICER.** INSPECTING OFFICER shall within ten (10) days after receipt of CONTRACTOR's request for payment, either issue to CITY a Certificate for Payment, with a copy to CONTRACTOR, for the amount requested, or notify CONTRACTOR and CITY in writing of INSPECTING OFFICER reasons for withholding certification in whole or in part.

19.2.2. **REQUIREMENTS FOR ISSUANCE**. INSPECTING OFFICER's issuance of a Certificate for Payment shall constitute a representation to CITY that to the best of INSPECTING OFFICER's knowledge, information and belief, based upon INSPECTING OFFICER's observations at the site, reviewing supporting data such as but not limited to, copies of requisitions from Subcontractors, invoices for material purchased, timecards for employees, proof of payment to Subcontractors and color photographs clearly showing the work for which payment is requested, reviewing other data comprising the request for payment, and what is reasonably inferable from the observations and data, that the work has progressed to the point indicated in the request and

that the quality of the work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by INSPECTING OFFICER. The issuance of a Certificate for Payment will further constitute a representation that CONTRACTOR is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that INSPECTING OFFICER has:

19.2.2.1. made exhaustive or continuous on-site inspections to check the quality or quantity of the work;

19.2.2.2. reviewed construction means, methods, techniques, sequences or procedures;

19.2.2.3. reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by CITY to substantiate CONTRACTOR's right to payment;

19.2.2.4. ascertained how or for what purpose CONTRACTOR used money previously paid on account of Contract Sum; or

19.2.2.5. any duty to make such inquiries.

CONTRACTOR is solely responsible for and is not relieved of liability for compliance with the terms of this Contract.

19.2.3. **DECISIONS TO WITHHOLD CERTIFICATION**. INSPECTING OFFICER may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect CITY, if in INSPECTING OFFICER's judgment the representations to CITY required above cannot be made. If INSPECTING OFFICER is unable to certify payment in the amount of the request, INSPECTING OFFICER shall notify CONTRACTOR and CITY. If CONTRACTOR and INSPECTING OFFICER cannot agree on a revised amount, INSPECTING OFFICER shall promptly issue a Certificate for Payment for the amount to which INSPECTING OFFICER is able to make such representations to CITY. INSPECTING OFFICER may decide not to certify any amount or, because of subsequently discovered evidence or observations, may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in INSPECTING OFFICER's opinion to protect CITY from loss because of:

19.2.3.1. Defective work not remedied;

19.2.3.2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

19.2.3.3. Failure of CONTRACTOR to make payments properly to Subcontractors or for labor, materials or equipment;

19.2.3.4. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;

19.2.3.5. Damage to CITY or another CONTRACTOR;

19.2.3.6. Reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or LIQUIDATED DAMAGES for the anticipated delay; or

19.2.3.7. Failure to carry out the work in accordance with the Contract Documents.

19.2.4. **CERTIFICATION ISSUED WHEN REASONS FOR WITHHOLDING REMOVED.** When the reasons for withholding certification are removed, certification will be made for the remaining amount requested.

19.3. **CITY PAYMENT PROCEDURE.**

19.3.1. **TIME FOR PAYMENT.** CITY shall pay any undisputed amount, less retainage, within thirty (30) days of the date that the request for payment was submitted to INSPECTING OFFICER. CITY is not required to pay any disputed amount until the dispute is resolved.

19.3.2. **PAYMENT UPON SUBSTANTIAL COMPLETION**. Upon substantial completion of the work or designated portion thereof and upon request by CONTRACTOR and certification by INSPECTING OFFICER, CITY may reduce the retainage to less than five (5) percent, if any, for such work or portion thereof which has not been completed. CITY may pay part of the retained portion of the payments to CONTRACTOR, continuing to retain up to 200% of the fair market value of the work that has not been completed in accordance with the Contract Documents.

19.3.3. **FINAL PAYMENT.** After receiving the Certificate for Payment with the final payment request, the entire balance due CONTRACTOR, less the retained percentages and less deductions that may be lawfully retained by CITY, shall be paid to CONTRACTOR within thirty (30) days of completion and acceptance of the work.

19.3.4. **RETAINAGE.** CITY shall retain five (5) percent of the amount of each payment until the final completion and acceptance of all work and after the CITY has received all items required for final payment, such as the Final Acceptance Letter and waivers.

19.3.5. **HOLDBACKS.**

19.3.5.1. **FOR CLAIMS.** CITY may withhold from payment to CONTRACTOR such amounts as, in CITY's judgment, may be necessary to pay claims against CONTRACTOR or Subcontractor at any tier for labor and services rendered and materials furnished in and about the work. CITY may apply such withheld amounts for the payment of such claims in CITY's discretion. Payment so made by CITY shall be considered as payments made under this Contract by CITY to CONTRACTOR. CITY shall not be liable to CONTRACTOR for any such payment made in good faith. Such withholdings and payments may be made without prior approval of CONTRACTOR.

19.3.5.2. **FAILURE TO PERFORM OBLIGATIONS.** CITY may withhold any payment to CONTRACTOR if and for so long as CONTRACTOR fails to perform any of its obligations or otherwise is in default under any of the Contract Documents.

19.3.6. **CITY NOT IN BREACH**. CITY shall not be deemed to be in breach of this Contract by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

19.4. **WARRANTY OF TITLE**.

19.4.1. **TITLE.** CONTRACTOR warrants that title to all work covered by a request for payment will pass to CITY no later than the time for payment. CONTRACTOR further warrants that upon submittal of a request for payment, all work for which Certificates for Payment have been previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the work.

19.4.2. **INDEMNIFY CITY.** CONTRACTOR will indemnify and save CITY or CITY'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. CONTRACTOR shall, at CITY'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If CONTRACTOR fails to do so CITY may, after having notified CONTRACTOR, either pay unpaid bills or withhold from CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the CITY to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the CITY shall be considered as a payment made under the CONTRACT DOCUMENTS by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.5. **INFORMATION TO SUBCONTRACTOR**. INSPECTING OFFICER or CITY shall, on request, furnish to the Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by CONTRACTOR and action taken thereon by INSPECTING OFFICER and CITY on account of portions of the work done by Subcontractor.

19.6. **CITY NOT LIABLE**. Neither CITY nor INSPECTING OFFICER shall have an obligation to pay, monitor or enforce the payment of money to a Subcontractor, except to the extent as may otherwise be required by law.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE.

The acceptance by CONTRACTOR or a Subcontractor of final payment shall be and shall operate as a release to CITY of all claims, all liability, every act including negligence of the CITY and others relating to or arising out of this work, to CONTRACTOR or Subcontractor other than claims previously made in writing and identified by Contractor or Subcontractor as unsettled at the time of final request for payment. Any payment, however, final or otherwise, shall not release CONTRACTOR or his sureties or Subcontractor from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1. CONTRACTOR shall carry insurance required by LAWS and REGULATIONS to protect CONTRACTOR, CITY and CITY'S officials, employees and CONSULTANTS.

21.2. Neither CONTRACTOR, nor any SUBCONTRACTOR, shall enter the site of the WORK or commence work under this CONTRACT before CITY has received and accepted CERTIFICATES(s) of INSURANCE, and INSURANCE ENDORSEMENTS, and has issued the NOTICE TO PROCEED.

21.3. To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless CITY, and its CONSULTANTS and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the WORK, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the WORK itself, including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

21.4. In any and all claims against CITY or its CONTRACTOR or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK, or anyone for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

21.5. CONTRACTOR shall secure and maintain during the CONTRACT TIME and warranty period certain insurance that shall protect CONTRACTOR, CITY, and its CONSULTANTS in such manner and amounts as set forth hereinafter. The insurance requirements stipulated herein shall not be construed as limiting CONTRACTOR'S liability.

21.6. All loss or damage arising from obstructions or difficulties which may be encountered in the prosecution of the WORK, from the action of the elements, or from any act or omission on the part of CONTRACTOR or any SUBCONTRACTOR, supplier, person, or agent employed by CONTRACTOR shall be borne by CONTRACTOR.

21.7. INSURANCE CERTIFICATES, shall set forth the following information and shall be signed by an authorized representative of the insurance company:

21.7.1. Name and address of the insured.

21.7.2. Shall name as CERTIFICATE HOLDER the CITY and CITY'S CONSULTANTS.
21.7.3. The location of the operations to which the insurance applies.
21.7.4. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
21.7.5. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
21.7.6. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the WORK which are undertaken by the insured during the life of the CONTRACT.
21.7.7. A statement that all coverage is on an occurrence basis rather than a claims basis.
21.7.8. A provision that the policy or policies may not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
21.7.9. A statement that a cross liability or severability of interests' clause is included, unless a separate policy covering CITY is provided.
21.7.10. Name, address, and telephone number of the insurance company's agent of process in Utah.
21.7.11. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverages.

21.8. Compensation Insurance. CONTRACTOR shall take out and maintain WORKER'S COMPENSATION INSURANCE as required by the LABOR CODE for all its employees at the site of the WORK during the life of this CONTRACT:
21.8.1. Insurance certificates shall provide a waiver of subrogation by the carrier to CERTIFICATE HOLDER.
21.8.2. CONTRACTOR shall require each SUBCONTRACTOR to provide WORKER'S COMPENSATION INSURANCE for its employees unless such employees are covered by the CONTRACTOR.
21.8.3. In the event any class of employees engaged in hazardous work under this CONTRACT is not protected by the WORKER'S COMPENSATION STATUTE, CONTRACTOR shall provide, and shall cause its SUBCONTRACTORS to provide, special insurance for the protection of such employees not otherwise protected.

21.9. Commercial General Liability and Property Damage Insurance:
21.9.1. CONTRACTOR shall procure, and maintain during the life of the CONTRACT, such general liability and property damage insurance necessary to protect itself, CITY, the CERTIFICATE HOLDER, and SUBCONTRACTORS performing work under this CONTRACT, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this CONTRACT, whether such operations are the CONTRACTOR'S or the SUBCONTRACTORS'.
21.9.2. CERTIFICATE HOLDER shall be named as additional primary insured without offset against their existing insurance.
21.9.3. The INSURANCE ENDORSEMENT shall evidence such provisions.
21.9.4. The minimum general liability and property damage liability shall be as follows:

21.9.4.1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

21.9.4.2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.

21.9.4.3. Broad form property damage insurance in an amount not less than $300,000 Dollars.

21.9.5. Such policy shall include each of the following coverages:

21.9.5.1. Comprehensive form.

21.9.5.2. Premises - operations.

21.9.5.3. Explosion and collapse hazard.

21.9.5.4. Underground hazard.

21.9.5.5. Product/completed operations hazard.

21.9.5.6. Contractual insurance.

21.9.5.7. Broad form property damage, including completed operations.

21.9.5.8. Independent contractors.

21.9.5.9. Personal injury.

21.9.5.10. Fire and extended coverage with endorsement for vandalism and malicious mischief in an amount of at least 50 percent of the CONTRACT PRICE.

21.10. Motor Vehicle Public Liability and Property Damage Insurance.

21.10.1. CONTRACTOR shall carry and maintain a motor vehicle public liability and property damage insurance coverage on each vehicle used in the performance of the WORK in an amount not less than $1,000,000 Dollars for one person and $3,000,000 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONTRACTOR in performing the WORK in the sum of $1,000,000 Dollars.

21.10.2. Such motor vehicle liability insurance shall include each of the following types:

21.10.2.1. Comprehensive form, including loading and unloading.

21.10.2.2. Owned.

21.10.2.3. Hired.

21.10.2.4. Non-owned.

21.10.3. CERTIFICATE HOLDER shall be named as additional primary insureds without offset against their existing insurance. Insurance certificates shall name CERTIFICATE HOLDER as additional insureds.

21.11. Builder's "All Risk" Insurance. CONTRACTOR shall provide CERTIFICATES OF INSURANCE showing that CONTRACTOR has obtained, for the duration of the CONTRACT TIME, BUILDER’S RISK "ALL RISK" insurance in the amount equal to the CONTRACT PRICE including flood, tidal wave, and earthquake, but excluding tidal wave and earthquake coverage in excess of 5 percent of the CONTRACT PRICE. INSURANCE CERTIFICATES, shall name CERTIFICATE HOLDER as additional insureds.

22. CONTRACT SECURITY.

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the CITY with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall have furnished an acceptable BOND to the CITY.

23. ASSIGNMENTS.

Neither the CONTRACTOR nor the CITY shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION.

24.1. The CONTRACTOR will indemnify and hold harmless the CITY and the INSPECTING OFFICER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2. In any and all claims against the CITY or the INSPECTING OFFICER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the INSPECTING OFFICER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1. The CITY reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends on the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the INSPECTING OFFICER any defects in such WORK that render it unsuitable for proper execution and results.

25.2. The CITY may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the CITY, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3. If the performance of additional WORK by other CONTRACTORS or the CITY is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the CITY or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING.

26.1. The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of SEVENTY (70%) percent of the CONTRACT PRICE, without prior written approval of the CITY.

26.3. The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5. Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the CITY.

27. INSPECTING OFFICER'S AUTHORITY.

27.1. The INSPECTING OFFICER shall act as the CITY 'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The INSPECTING OFFICER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2. The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3. The INSPECTING OFFICER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4. The INSPECTING OFFICER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY.

28.1. Prior to issuance of NOTICE TO PROCEED, the CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2. The CITY shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3. The CONTRACTOR shall provide at his own expense and without liability to the CITY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE.

29.1. The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of FINAL ACCEPTANCE. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL ACCEPTANCE of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall within 10 days of receipt of Notice of Defect make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the CITY reserves the right to make the necessary repairs and charge the CONTRACTOR the cost thereby incurred and assess LIQUIDATED DAMAGES as specified in the CONTRACT DOCUMENTS. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

29.2. WARRANTY INSPECTION. CONTRACTOR shall, upon the twelve month anniversary of the date of FINAL ACCEPTANCE, arrange for and conduct a warranty inspection of all WORK completed under this Agreement.

29.3. Failure of CONTRACTOR to affect repairs as specified in Sub-Section 29.1 above within the 10 day grace period shall constitute a failure to perform and shall be cause to initiate LIQUIDATED DAMAGES in the rate stated in the CONTRACT DOCUMENTS and shall be assessed per day for each day said repairs are not corrected.

29.4. WARRANTY DELIVERY: Delivery of guarantees and warranties shall not relieve CONTRACTOR from any obligation assumed under any other provisions of this contract.

29.5. EXCLUSIONS: Nothing herein intends or implies that guarantees and/or warranties shall apply to WORK or materials abused or neglected by CITY.

30. TAXES.

The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

31. CONSTRUCTION STAKING.

CONTRACTOR shall coordinate with the CITY on layout and staking of all WORK associated with this Project. All WORK shall be staked in the field prior to commencing construction of any portion of the WORK. No WORK shall be commenced without inspection and approval of the Inspecting Officer. (See: Section 10- Survey, Permits, Regulations; Section 10.2-Additional clarifications and information.)

32. SAFETY AND HEALTH.

32.1. The CONTRACTOR shall comply with, and is responsible for enforcement of safety and health regulations for construction, promulgated by the Secretary of Labor under Section 107 of the Contract Hours and Safety Standards Act, as set forth in Title 29, C.F.R.

32.2. Copies of these regulations may be obtained from the Labor Building, 14th and Constitution Avenue NW, Washington, DC 20013.

32.3. The CONTRACTOR shall also comply with the provisions of the Federal Occupational Safety and Health Act as amended and Utah Occupational Safety and Health.

33. REFERENCES. Abbreviations used in this specification for various societies, organizations, or government bodies shall stand for the following:

AASHTO American Association of State Highway and Transportation Officials
ACI American Concrete Institute
ANSI American National Standards Institute
ASTM American Society for Testing and Materials
AISC American Institute of Steel Construction
AITC American Institute of Timber Construction
AISI American Iron and Steel Institute
APA American Plywood Association
AWWA American Water Works Association
AWS American Welding Society

FHA Federal Housing Authority
ICBO International Conference of Building Officials
NEMA National Electrical Manufacturers' Association
UBC Uniform Building Code

34. SITE EXAMINATION.

CONTRACTOR shall examine the site before submitting bids or proposals for any WORK and inform himself regarding existing facilities and conditions affecting the proposed WORK. Failure to make such inspection shall in no way relieve the CONTRACTOR of any of the obligations or conditions of the specifications and special provisions or serve in any way as a basis of extra remuneration to the CONTRACTOR for conditions arising from unfamiliarity with the site or conditions affecting the WORK.

35. COORDINATION WITH EXISTING TRADES.

Coordinate the WORK of this Contract with the WORK and schedules of other trades so as not to cause delay or damage to WORK, WORK of others, existing improvements, or additional costs.

36. PUBLIC SAFETY AND TRAFFIC CONTROL.

36.1. The cost of all safety and traffic control devices shall be included in the lump sum bid price.

36.2. CONTRACTOR shall submit a traffic control plan for the City's review and shall obtain a traffic control permit from CITY'S Public Works Department. CONTRACTOR shall comply with all applicable laws, ordinances and safety standards including those established by the Department of Transportation. The CONTRACTOR shall be solely responsible for maintaining a safe Project Site by complying with the traffic plan, all safety standards, and by keeping all stockpiles, debris, construction materials, and temporary facilities out of the clear zone.

37. PROJECT MEETINGS

37.1. PRE-CONSTRUCTION CONFERENCE. A pre-construction conference between CITY'S REPRESENTATIVE, Trade Contractors currently occupying the Project Site and CONTRACTOR shall be held at the site prior to commencement of the WORK. This meeting shall be for the purpose of:

37.1.1. Coordinating schedules.

37.1.2. Further orienting CONTRACTOR to requirements of the Contract Documents.

37.1.3. Informing CONTRACTOR of the INSPECTING OFFICER'S responsibility.

37.1.4. Working out with CONTRACTOR a general schedule of inspection.

37.2. Periodic job site meetings will be scheduled by CITY, attended by CONTRACTOR's staff, SUBCONTRACTORs and inspecting officers for the purposes of:

37.2.1. Addressing proper coordination of all activities on project;

37.2.2. To assist in staying on schedule; and

37.2.3. Checking Status of:

37.2.3.1 Submittals;
37.2.3.2 Changes;
37.2.3.3 Progress payments; and
37.2.3.4 Other matters will be reviewed.

38. OPERATIONS WITHIN THE RIGHT-OF-WAY

38.1. CONTRACTOR shall permit vehicular and pedestrian traffic to pass through and around the Project Area safely with a minimum of inconvenience. Specifications described in this section shall in no way supersede the requirements set forth in the Department of Transportation Standard Specifications for Traffic and Roadway Safety and City Ordinances and Regulations.

38.2. The CONTRACTOR's trucks and other vehicles shall travel in the direction of normal roadway traffic unless separated from the through-traffic by positive construction barriers approved by the CITY'S REPRESENTATIVE. On Interstates or other divided highways, the CONTRACTOR's vehicles shall not cross the medians and shall enter and exit at the existing ramps.

38.3. Where traffic is permitted through the site under stage construction, the CONTRACTOR may choose to construct, at no additional expense to the CITY or the Department of Transportation, temporary on-site bypasses or detours in order to expedite the WORK. Plans for such bypasses shall be submitted to the CITY and any other agency as required by law for approval 30 calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Inspecting Officer, they are no longer necessary for the satisfactory progress of the WORK.

38.4. If construction operations necessitate regulation of traffic by off-duty police officer(s), CONTRACTOR shall furnish said officer(s) at his own expense.

38.5. The CONTRACTOR shall not simultaneously perform WORK on both the inside and outside shoulders on either direction of traffic flow when WORK is within 12' - 0" of the traveled way, unless such areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.

38.6. All areas within the Project Limits which are determined by the INSPECTING OFFICER to be damaged, due either directly or indirectly to the process of construction, shall be cleaned up, redressed and grassed. All surplus materials shall be immediately removed and disposed of in approved manner.

38.7. The CONTRACTOR shall schedule and arrange the WORK to ensure the least inconvenience and the utmost safety to the travelling public, the CITY and to the CONTRACTOR's and Department of Transportation's forces.

38.8. Grading, clearing, and planting operations shall not be performed in such a way as to cause water or stormwater runoff to back up onto pavement, or to cause silt or debris to be deposited onto pavement. Roadways shall be kept free of debris, dust, mud, silt, and trash at all times, and shall be kept dry as possible.

38.9. Should prosecution of the WORK require removal of existing signs, markers, guardrail, etc., not covered by any specific Bid Item, they shall be removed, stored, and reinstalled, in the same condition as when removed, at the earliest time that construction has been completed in the area said marker or sign is located.

38.10. Sequencing of construction as described in this Section is intended as a guideline for the orderly execution of the WORK. CONTRACTOR shall prepare staging and sequencing plans for the WORK and shall submit them two weeks prior to commencing construction.

39. TEMPORARY FACILITIES AND UTILITIES.

39.1. Provide on-site, portable toilet facilities to service the needs of the Workers. Such facilities shall be serviced regularly to avoid build-up of sewage waste.

39.2. The CONTRACTOR shall make arrangements for, secure and pay for, any and all utility supplies such as electric power, water, natural gas, or telephone that may be required for prosecution of the WORK.

39.3. If needed, CONTRACTOR to provide temporary lighting.

39.4. The CONTRACTOR shall maintain a clean work site by keeping the site free from litter and debris. The CONTRACTOR shall provide an adequate number of trash

receptacles on site. Failure to maintain a clean work site may constitute a breach of contract and/or violate city ordinances.

40. CONTRACT CLOSEOUT.

40.1. FINAL CLEANING: CONTRACTOR shall, at completion of WORK, remove all rubbish from under and about the Construction Site. If CONTRACTOR fails to clean up, CITY may do so and the cost thereof will be charged to the CONTRACTOR.

40.2. SUBSTANTIAL COMPLETION INSPECTION:

40.2.1. At a point during the Construction Time that at least 90% of the entire WORK is deemed by the Inspecting Officer to be complete and not in a rejectable condition, a substantial completion inspection by the CITY'S REPRESENTATIVE, INSPECTING OFFICER, and CONTRACTOR will be made with the purpose of creating a list of items required to be completed in an acceptable manner before the WORK can be accepted. At this time a Certificate of Substantial Completion will be issued which states the dates for:

40.2.1.1. Commencement of warranties;

40.2.1.2. Final completion inspection; and

40.2.1.3. Modifications to the amount assessed for LIQUIDATED DAMAGES.

40.2.2. Inspecting Officer retains the right to declare the WORK unsatisfactory for receipt of a Certificate of Substantial Completion should the WORK at the time of the Inspection not be at least 90% satisfactorily completed and in an acceptable condition.

40.2.3. After inspection, CITY'S REPRESENTATIVE will furnish final list of items to be corrected.

40.3. A FINAL COMPLETION INSPECTION will be conducted to ensure that all deficiencies noted at the substantial completion inspection have been corrected according to terms of the substantial completion certificate.

40.3.1. The CONTRACTOR shall obtain and submit signed release waivers from all suppliers and SUBCONTRACTOR'S before final payment will be authorized.

40.3.2. When all items have been corrected, CITY'S REPRESENTATIVE will issue a certificate authorizing final payment and a letter of final acceptance. Commencement of warrantees will begin on final acceptance of project.

40.3.3. If all items have not been corrected as agreed, CITY may elect to complete the WORK and deduct the cost for such WORK from the remaining CONTRACT FUNDS not yet paid to the CONTRACTOR.

41. BREACH OF CONTRACT.

In addition to collecting allowable damages as such may be determined by applicable law or the terms of this contract, if either party is determined to be in material breach of any provision of the contract, the non-breaching party shall be entitled to terminate the contract.

If CITY is the non-breaching party, CITY may choose to specifically enforce the contract by its terms in lieu of termination.

42. COMPLIANCE CERTIFICATION OF LEGAL WORK STATUS.

CONTRACTOR certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONTRACTOR agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONTRACTOR agrees to produce, at CITY's request, such documents which are required to verify compliance with applicable State and Federal laws. If CONTRACTOR knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause of unilateral cancellation of the contract between CONTRACTOR and CITY. In the event this contract is terminated due to violation of 8 USC § 1324a by CONTRACTOR or subcontractor of CONTRACTOR, CONTRACTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. In addition, CONTRACTOR may be suspended from participating in future projects with CITY. For purposes of compliance, CITY requires CONTRACTOR and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONTRACTOR and subcontractors must maintain authorized documentation of the verification.

END OF GENERAL CONDITIONS

Agenda Date: 12/04/2025 **Agenda Item Number:** 3b

Subject:

Consider approval of an award of bid with Zion Engineering for replacement boilers at the St. George Police Station.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

265 North 200 East

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

This item is to consider award of a contract to replace two boilers at the St. George Police Station to Zion Engineering in the amount of $121,226.21. The two boilers at the St. George Police Station are 30 years old. One recently failed and the other one is in need of immediate replacement. Staff went out for bids and received two bids back. The low bid was received from Zion Engineering. Staff recommends award of the contract to Zion Engineering in the amount of $121,226.21.

Staff Narrative (need/purpose):

Facilities would like to replace both boilers before temperatures get any colder this winter. Staff was hoping to hold off until the remodel of the building but unfortunately, the recent failure of one of the units is forcing us to replace both units before the project begins. Facilities advertised on Bonfire and two companies responded. The Zion Engineering bid ($121,226.21) meets all specifications outlined in the RFP and was significantly less than L&L Mechanical bid ($338,000). Staff recommends awarding the bid to Zion Engineering in the amount of $121,226.21.

Name of Legal Dept approver: Kris Pearson

Budget Impact:

Cost for the agenda item: $121,226.21

Amount approved in current FY budget for item: $3,500,000

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

The cost of this project will be absorbed as part of the old city hall remodel / police department remodel projects.

Description of funding source:

General Capital Project Fund.

Recommendation (Include any conditions):

Staff recommends approval

Attachments

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2020

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

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

PRODUCER	CONTACT NAME: (Your Agents Contact Info)
(Agency Name and Address)	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: (A- or higher rated Insurance Carrier)	(required)
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED (Your Business Name and Address, including DBA
This MUST match the name on your application)

COVERAGES **CERTIFICATE NUMBER:** Vender Sample **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [x] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	(Policy #, not "Binder")	2020	2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [x] SCHEDULED AUTOS [x] HIRED AUTOS [x] NON-OWNED AUTOS	X	X	(If business owns autos)	2020	2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	(Policy #)	2020	2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	(If you have NO employees, supply copy of your Waiver)	2020	2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

[Project Name]
City of St George is listed as an Additional Insured; Primary & Non-Contributory endorsement applies, including Ongoing and Completed Operations; Waiver of Subrogation applies; 30 day notice of Cancellation required, except 10 days for non-payment of premium.

* If use umbrella or excess liability, then must include language that shows these are also primary & non-contributory and waiver of subrogation applies for additional insured.

CERTIFICATE HOLDER

City of St George
Attn:
175 E. 200 N.
St George, UT 84770

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(Agents Signature)

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Leland McKee
Saratoga Springs, Utah | 801-870-9553 | krbk123@gmail.com

Professional Summary

Highly skilled HVAC professional with over 30 years of experience in service management, equipment startups, and technical solutions. Proven expertise in managing teams, optimizing efficiency, and delivering exceptional customer service.

Education

Utah Pipe Trades | North Salt Lake, UT
Plumbers, Pipefitters, Welders, and HVAC Certification | Jun 1999

Experience

Zion Engineering | Riverton, UT
Service Manager | *Partner* October 2024

- Supports team members and customers with unique and complicated problems.
- Supports Engineering team with system designs and implementation.

Johnson Controls | West Valley City, UT
TB Service Manager Aug 2022 – Oct 2024

- Led and developed a team of 10 staff members, fostering career growth and skill enhancement.
- Improved team efficiency by 21%, implementing company policies and safety standards.
- Oversaw operations, ensuring equipment safety, cleanliness, and compliance.
- Advanced leadership skills through targeted management training programs.

American Chiller | Riverton, UT
HVAC Service Technician Jan 2020 – Jul 2022

- Delivered HVAC services, including equipment startups and exceptional customer support.

Midgley-Huber | West Valley City, UT
HVAC Service Technician Jun 2002 – Jan 2020

- Commissioned HVAC systems, dust collectors, and critical lab exhaust equipment for clients.

Mechanical Service and Systems | Midvale, UT
HVAC Service Technician Jun 1992 – Jun 2002

- Provided pipefitting and HVAC services with specialization in boilers and burners.

Factory Training Certifications

EPA 608

Boilers & Burners:

Hurst, Powerflame, Gas Master, Honeywell, Siemens, PK, Fulton, Laars, Rite, Ajax, Precision, Lochinvar

Chillers:

TSI, Freeze co, Artichill, McQuay, Smardt, Dunham Bush, York, Trane, Carrier, Climacool,

Jed Zobell
Lehi, UT | (801) 616-0563 | highcountryhunter380@gmail.com

Professional Summary

Dedicated HVAC Technician with extensive experience in maintaining, troubleshooting, and repairing complex chiller systems. Proficient in diagnosing mechanical and electrical issues, performing preventive maintenance, and ensuring compliance with safety standards. Skilled in installing and servicing various HVAC systems, including chillers, boilers, and VRF systems. Known for a strong work ethic, attention to detail, and delivering exceptional customer service.

Core Skills

Chiller/Boiler Systems Maintenance & Repair; HVAC System Diagnostics & Troubleshooting: Preventive Maintenance & Technical Support; Commercial Electrical & Controls Installation; Equipment Start-Up & Commissioning; Blueprint Reading & Design-Build Projects

---

Professional Experience

HVAC Team Leader | Partner

Zion Engineering *Aug 2024*

- I work with team members to ensure technical professionals are taking care of customers needs.
- Help technicians install, service and commission various HVAC equipment.
- Promote and maintain strong company culture amongst all employees and customers.

HVAC Chiller Mechanic

Johnson Controls – Salt Lake City, UT *Aug 2022 – Aug 2024*

- Install and replace chillers and boilers, ensuring efficient operation and compliance with specifications.
- Conduct system start-ups, reading schematics, blueprints, and technical manuals to troubleshoot and resolve issues.

HVAC Technician

American Chiller – Riverton, UT *Oct 2014 – Aug 2022*

- Specialized in design/build projects for new construction and system replacements.
- Provided technical guidance to optimize system efficiency and performance.

HVAC Technician

MHI – Salt Lake City, UT *Mar 2012 – Oct 2014*

- Performed diagnostics and repairs on various HVAC systems, utilizing advanced test instruments.
- Delivered high-quality technical advice and preventive maintenance solutions to clients.

Certifications

- EPA Universal Air Refrigeration License
- Natural Gas License
- VRF Certificates (LG, Daikin – Service, Start-Up, and Warranty)
- Chiller Certificates (Danfoss TurboCore, Multi-Stack, Flex SYS Controls)
- Trane Centrifugal Tear-Down & Service Training
- Liebert & STULZ Equipment Warranty & Service Certifications

PROPOSAL

Trent Sorensen Cell: 801.960.5408 Office: 801.631.3873 Trent@zioneng.us	ZION ENGINEERING	Zion Engineering PO Box 136 Riverton, Utah 84065 State Contract#MA4798

Contact
Justin Bush
4355748828
Police Department
265 N 200 E, St George, UT 84770

Nov 5, 2025
Quote # 1189

Scope of Work

Overview:
We will provide all labor and materials to remove and replace the existing boiler system at the police station with two Lochinvar 400k BTU Boilers. This includes reworking the piping system, installation of new pumps, and additional enhancements for optimal performance.
Project Steps:
Removal of Existing Boilers Safely remove the current boiler system to prepare for the new installation.
Installation of New Boilers Install two Lochinvar 400K FTXL Boilers in place of the existing system.
Rework of Piping to Injection Style Modify the piping layout to an injection-style system.
Installation of New Components Include new pumps, piping, and electrical work to ensure system compatibility and functionality.
System Insulation Provide insulation for all relevant piping.
Startup and Testing Perform startup and testing
Chemical Treatment for Closed Boiler Loop Provide one year of chemical treatment to maintain the closed boiler loop system.

Default Section $121,226.21

Material Description	Qty	Unit Price	Subtotal
Boilers	2	$24,666.67	$49,333.34
Pumps	2	$714.29	$1,428.58
Piping	1	$13,571.43	$13,571.43
Gas Piping	1	$1,428.57	$1,428.57
Flue	1	$3,571.43	$3,571.43
Chemical	1	$3,571.43	$3,571.43
Pumps	2	$6,428.57	$12,857.14
Misc	1	$3,571.43	$3,571.43
Insulation	1	$7,142.86	$7,142.86
		Material Total	$96,476.21
Labor	**Qty**	**Unit Price**	**Subtotal**
Local 312 - Technician	225	$110.00	$24,750.00
		Labor Total	$24,750.00

	Sub Total	$121,226.21

Quote Total	$121,226.21

Exclusions

- Items or Labor not specifically mentioned above are EXEMPT from this proposal. Such as: Drywall patchwork, pre-existing conditions, general construction, and electrical, not specifically mentioned in the scope above.

Notes:

- Job to be completed during regular hours 08:00-16:30 Monday to Friday
- Pricing is subject to parts availability and all items being done concurrently

Customer Acceptance:

_____ _____

Type/Print Name (Signature) **Customer Acceptance**

_____

Title

Trent Sorensen

801-960-5408 | Trent.Sorensen7@gmail.com | linkedin.com/in/trentsorensen7

EDUCATION

University of Utah, David Eccles School of Business Salt Lake City, UT
Executive MBA May 2023

- Recipient of merit-based entry scholarships
- **Related Coursework:** Sales and sales leadership – Managing highly effective teams to: ensure psychological safety, boost creativity, eliminate groupthink, and improve teamwork. Information Systems – Competent with Microsoft Excel for accounting, pivot tables, charts, and a working knowledge of Salesforce.

Bachelor of Science, Management *May 2020 - May 2023*

- Recipient of merit-based scholarship
- Dean's list starting in Fall 2020

EXPERIENCE

Zion Engineering
Owner/ VP Sales Operations *August 2024*
Johnson Controls
Senior Account Executive Owner *July 2022-August 2024*

- Managed a customer portfolio that averages $5.5 million in sales annually.
- Frequently engineered and presented solutions to executives, corporate boards, and local committees
- Managed several key accounts in various markets such as data centers, government, and education.
- Leveraged influence to assist in the acquisition of American Chiller Mechanical Service by Johnson Controls, focusing on employee retainment and expectations.

American Chiller Mechanical Service
Account Executive/Partner *April 2020- July 2022*

- Managed a customer portfolio that averages $4 million in sales annually.
- Increased project profit margin from 15% to 35% through employee-focused leadership.
- Headed a leadership development program to train future leaders of the company through small workshops designed to align individuals with our core values, including humility, teamwork, accountability, trust, and overall "seeing people as people."

Sales/Project Manager *October 2018 – March 2022*

- Managed a customer portfolio that averaged $1.8 million in sales annually.
- Maintained strong company growth through the pandemic.
- Expanded our overall customer base by 15%
- Completed certifications and company profile to become an exclusive vendor for the State of Utah

Service technician *July 2013 – September 2018*

- Refined my technical skill under some of the most highly trained technicians in the country
- Created and led a specialty team to stay on top of new heating and air conditioning developments

ACTIVITES

Spark of Hope Foundation Volunteer *January 2018*

- Build/rebuild family homes, churches, schools, and orphanages in Tijuana, Mexico.

TANNON THOMPSON
2059 East Granite Lane, Eagle Mountain, UT 84005 | 801.403.8386 | tannonthompson@gmail.com

PROFILE

Experienced Mechanical Service Technician with over 10 years of expertise in HVAC diagnostics, maintenance, and installation. Certified Journeyman Sheet Metal Worker with strong technical skills, extensive hands-on experience, and a commitment to excellence. EPA Type I and II certified.

EXPERIENCE

Mechanical Service Technician
Zion Engineering, Herriman, UT | Nov 2024 – Present

- Diagnose, service, repair, and maintain rooftop package units, boilers, VRF systems, CRAC units, and other HVAC equipment.
- Collaborate with teams to install HVAC systems per blueprints and technical specifications.
- Conduct electrical wiring, building controls setup, and deficiency reporting to meet customer needs.

Mechanical Service Technician
American Chiller Mechanical Services/Johnson Controls Inc., West Valley City, UT | Dec 2017 – Nov 2024

- Performed diagnostics, service, and maintenance on diverse mechanical systems, including pumps, motors, and hydronic systems.
- Operated tools and instruments for precise HVAC tasks and coordinated directly with customers for service delivery.

Sheet Metal Worker
RM Chris Sheet Metal, Inc., West Jordan, UT | Dec 2011 – Dec 2017

- Fabricated and installed sheet metal duct systems and HVAC accessories.
- Interpreted blueprints and design specifications to ensure accurate equipment assembly and installation.

ATM Technician Supervisor
Loomis Armored, Salt Lake City, UT | Sep 2008 – Dec 2011

- Supervised a team of 20 technicians, troubleshooting ATM software and hardware issues.
- Ensured secure transport and handling of cash and other valuables.

EDUCATION & CERTIFICATIONS

- **Journeyman Sheet Metal Worker Certificate**, Joint Apprenticeship Training Center | Apr 2017
- **High School Diploma**, West Jordan High School | May 2004
- **Certifications**: EPA Type I & II, LG VRF Systems, Lochinvar Boilers, Rinnai Tankless Water Heaters, Honeywell VFDs

---

KEY SKILLS

- Diagnostics & Mechanical Servicing
- Hydronic Systems & Piping
- Copper Brazing & Blueprint Reading
- Electrical Wiring & Controls

Similar Projects Completed by Zion Engineering

Zion Engineering has completed numerous boiler replacement and mechanical retrofit projects across Utah, each demonstrating our ability to deliver high-efficiency, reliable, and serviceable boiler systems. The following projects closely align in scope and complexity with the proposed St. George City Police Department Boiler Replacement, reflecting our proven expertise in hydronic design, piping configuration, and commissioning.

Sand Hollow Aquatic Center – Pool Boiler Replacement

Client: City of St. George
Scope: Replaced existing pool boilers with five (5) 750,000 BTU high-efficiency boilers serving three heat exchangers. The project included full demolition and complete mechanical room re-piping, configured similarly to the proposed Police Department system.

Harmons Corporate Office – Boiler Replacement

Client: Harmons Corp.
Scope: Removed an existing 1,600 MBH boiler and installed two (2) Lochinvar FTXL 600K BTU condensing boilers. The system was re-piped to a primary-secondary configuration with injection headers for improved hydraulic balance and temperature control.
Completion: October 2025

Centennial Middle School – Boiler System Retrofit

Client: Provo School District
Scope: Replaced two (2) 2,000 MBH boilers with four (4) 1,000 MBH high-efficiency units. The mechanical room was re-piped to a primary-secondary layout with boiler injection headers, improving flow stability and system performance.

Camp Williams Barracks – Boiler Replacement

Client: Camp Williams
Scope: Installed two (2) 725,000 BTU boilers in place of the existing system and re-piped to a primary-secondary configuration with injection headers.
Completion: June 2025

Camp Williams Pool – Boiler Replacement

Client: Camp Williams
Scope Replaced one (1) 2,000 MBH boiler with three (3) 725,000 BTU boilers serving the pool system. Project included full re-piping, controls integration, and commissioning.
Completion: March 2025

Amelia Earhart Elementary – Boiler System Upgrade

Client: Provo School District
Scope. Replaced 2,500 MBH of existing boiler capacity with four (4) 725,000 BTU boilers, and re-piped to a primary-secondary layout with injection headers.
Completion: September 2025

Thanksgiving Park 1 – Boiler Replacement

Client: Cushman Wakefield
Scope: Replaced one (1) 2,000 MBH boiler with three (3) 725,000 BTU boilers, and completely re-piped the mechanical system to a primary-secondary configuration with injection headers.
Completion: August 2025

Thanksgiving Station 1 – Boiler Replacement

Client: XPM
Scope: Removed an oversized 2,500 MBH boiler and installed three (3) 500,000 BTU boilers, re-piping the boiler plant to a primary-secondary system with injection headers.
Completion: September 2025

Contact information available upon request.

EST 1967

L&L MECHANICAL

CONTRACTORS INC.

***** PROPOSAL *****

To: City of St George	November 6, 2025 JOB NAME: Police Department Boiler replacement JOB LOCATION: St George, Ut

L & L Mechanical Contractors, Inc. is pleased to quote the following:

Scope of work: remove the current boilers, piping, and pumps upgrading to a high-efficiency style boiler. Provide labor and materials to remove and replace both existing boilers and building circulation pumps. As part of this work, all associated piping within the mechanical room will be reconfigured and rebuilt to optimize system performance and accommodate new equipment.

The new piping layout will be designed as follows:

The return line from the building will enter the mechanical room and loop back into the suction side of the pumps, with the air separator installed upstream of the pumps. Prior to the pumps, a secondary loop with a header will be installed to serve as an injection point for the boilers. Each boiler will be equipped with a dedicated injection pump, isolation ball valves, boiler drain, unions, a Y-strainer, a tri-gauge, and all standard boiler accessories required for safe and efficient operation. Due to the high-efficiency boiler configuration, new exhaust flue piping will be routed and installed in accordance with manufacturer specifications and applicable code requirements.

L&L Mechanical does not anticipate any shortages of materials or equipment. However, if increased tariffs, Covid 19 or Industry shortages causes any unseen issues, this proposal may be subject to change as a result in price increases. This proposal cost evaluation is valid for 30 days of issue date noted in Job Name title block.

STANDARD EXCLUSIONS:

Fees and/or Permits.
Temporary water and toilet facilities.
Temporary heating and hot water
After Hours/Holiday work

WE PROPOSE to furnish material and labor complete in accordance with the above specifications for the sum of:

THREE HUNDRED THRITY EIGHT THOUSAND DOLLARS ($338,000.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:___DARRIN ALRKIN_____ Date:_____ November 6, 2025_____

NOTE: This proposal may be withdrawn by us if not accepted within __30__ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Authorized Signature_____ Date of Acceptance:_____

3218 East Deseret Drive | St. George, UT 84790 | Tel 435-673-4694 | Fax 435-628-5175

EST 1967

L&L MECHANICAL

CONTRACTORS INC.

A few Past Boiler Installation projects completed

Eureka Casino boiler replacement- (2) 5,000,000 BTU

Career Tech High School boiler install- (1) 1,500,000 BTU

Dixie regional Medical Center Out Patient Tower boiler install- (5) 2,000,000 BTU hot water and (2) 2,000,000 BTU Steam

Desert View Medical Center boiler install- (2) 250 HP steam

Skywest Headquarters boiler replacement- (1) 1,000,000 BTU

Dixie State University boiler replacement- (1) 1,300,000 BTU

3218 East Deseret Drive | St. George, UT 84790 | Tel 435-673-4694 | Fax 435-628-5175
www.llmechanicalcontractors.com

Agenda Date: 12/04/2025 **Agenda Item Number:** 3c

Subject:

Consider approval to purchase custom playground on state contract from Lucky Dog Recreation for Boots-Cox Family Park.

Item at-a-glance:

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: 25-245

Address/Location:

1080 S 900 E, St. George, UT 84790

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

This item is to consider approval of the purchase of playground equipment for the Boots-Cox Family Park from Lucky Dog Recreation through state contract in the amount of $377,081.26. The existing playground at the Boots-Cox Family park is at the end of life and in need of replacement. This project was included as part of the 2023 Trails, Parks and Recreation General Obligation Bond. Staff recommends approval of the purchase from Lucky Dog Recreation in the amount of $377,081.26.

Staff Narrative (need/purpose):

The existing playground is at the end of it's life and in need of replacement. Staff met with residents to gather feedback on the desired amenities at the park. In addition to replacement of the playground, pickleball has been requested at this location by local residents as part of the overall project.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $377,081.26

Amount approved in current FY budget for item: $700,000

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

The cost of this item is within the budget for this project. Cost of item includes all playground items, surfacing, and installation.

Description of funding source:

GO Bond and Park Impact Fund

Recommendation (Include any conditions):

Approve

Attachments

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0/0	5/4	3/3

CHILD CAPACITY 147 **MAX FALL HEIGHT** 108

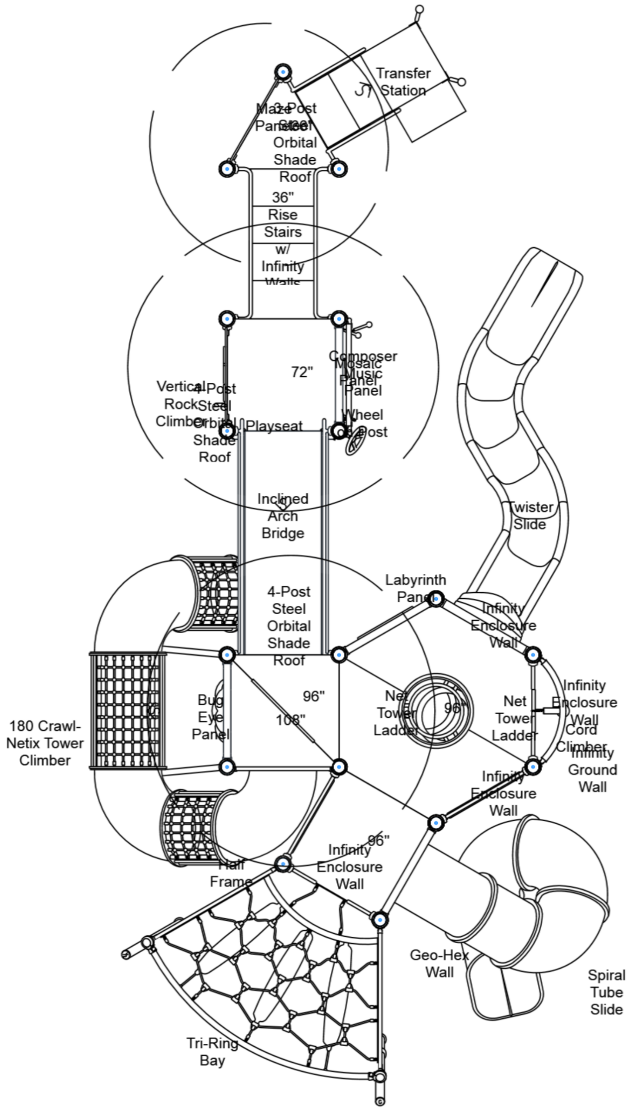
R5

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # R502C405E
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 30' x 49' (8.984m x 14.889m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

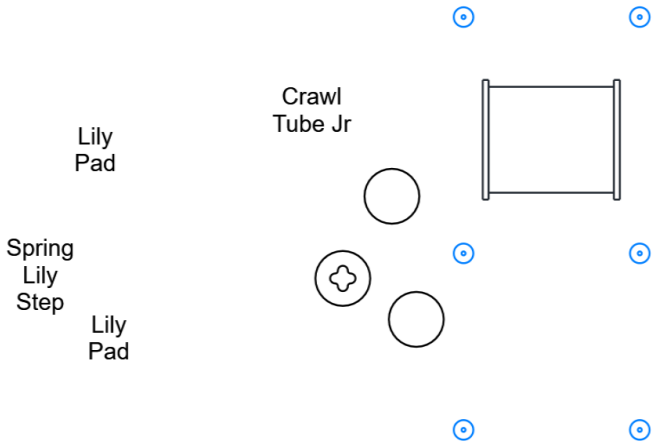
ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

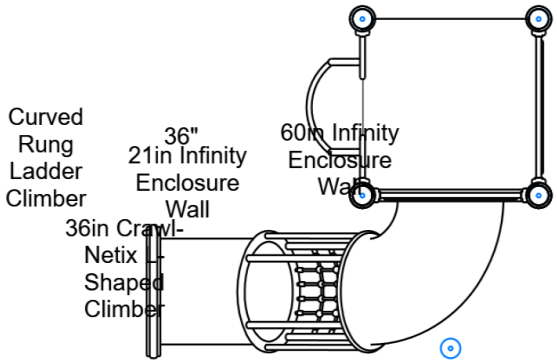
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
13	11/7	0/0	5/4	3/3

CHILD CAPACITY 147 **MAX FALL HEIGHT** 108

R5

FOR KIDS AGES 5-12





GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE # R502C405E
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 30' x 49' (8.984m x 14.889m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

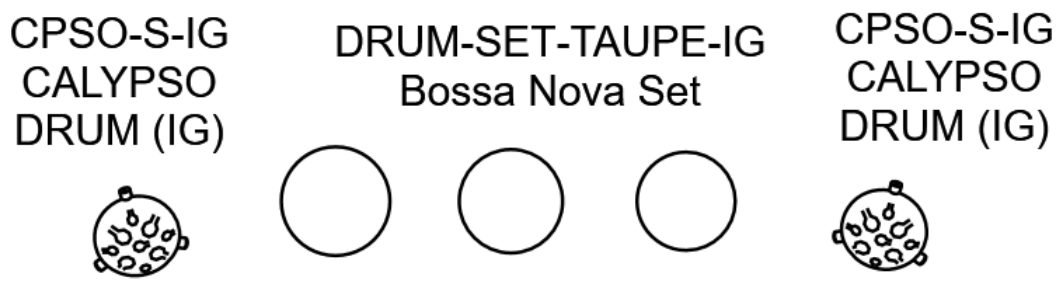
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 3 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # FREENOTES/1
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

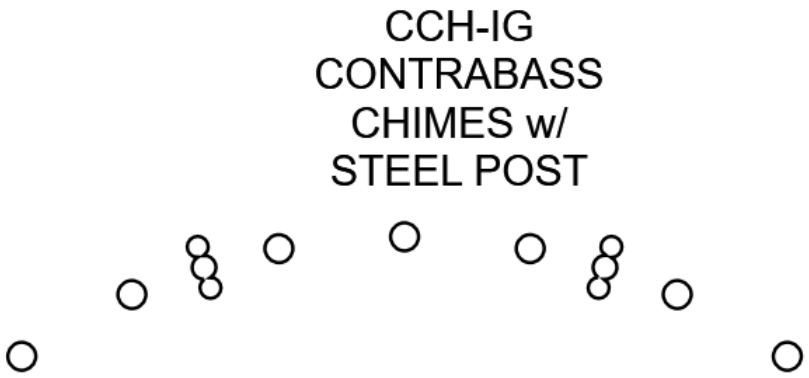
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	0/0	0/0

CHILD CAPACITY 0 **MAX FALL HEIGHT** 0

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # FREENOTES/2
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	1/0	1/0

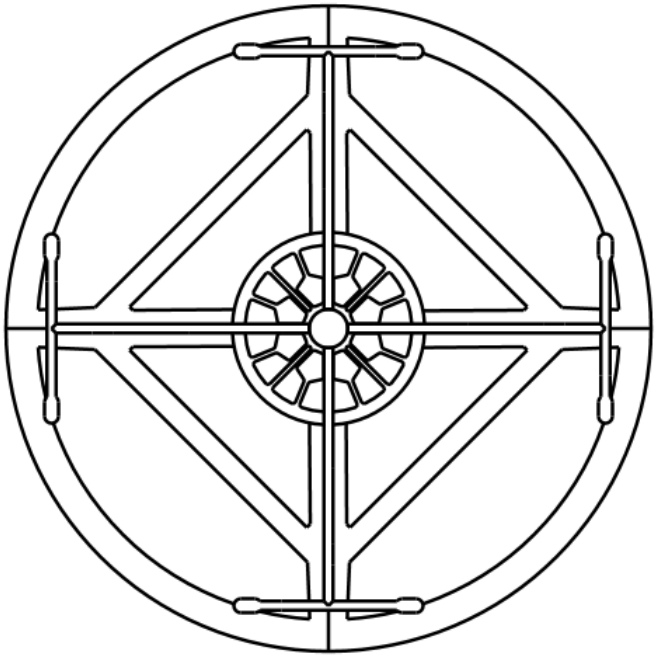
CHILD CAPACITY 10 **MAX FALL HEIGHT** 24

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PC 2495 MERRY-GO-ROUND

STRUCTURE # FRE2495
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 20' x 20' (5.994m x 5.994m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	4/0	1/0

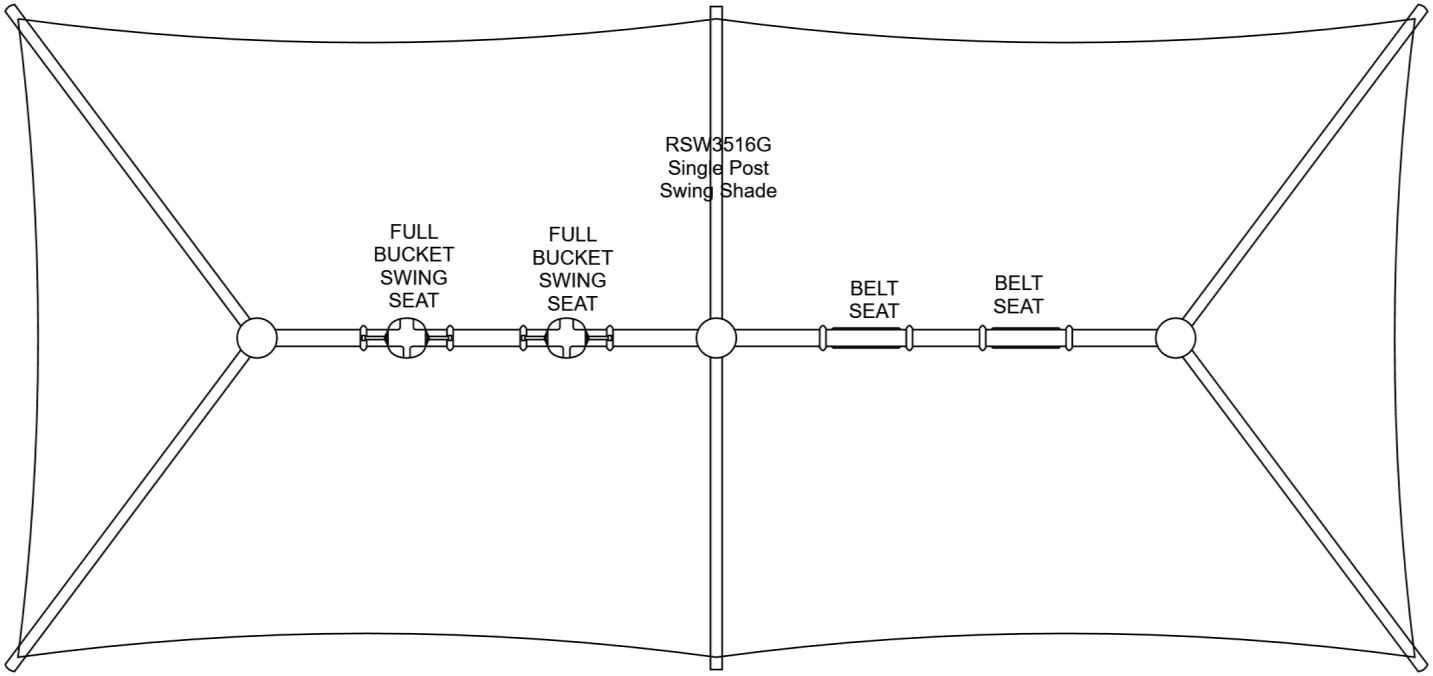
CHILD CAPACITY 4 **MAX FALL HEIGHT** 8

FOR KIDS AGES 5-12

GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE # SWGRSW23516G
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 36' x 31' (10.973m x 9.296m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

TOP VIEW

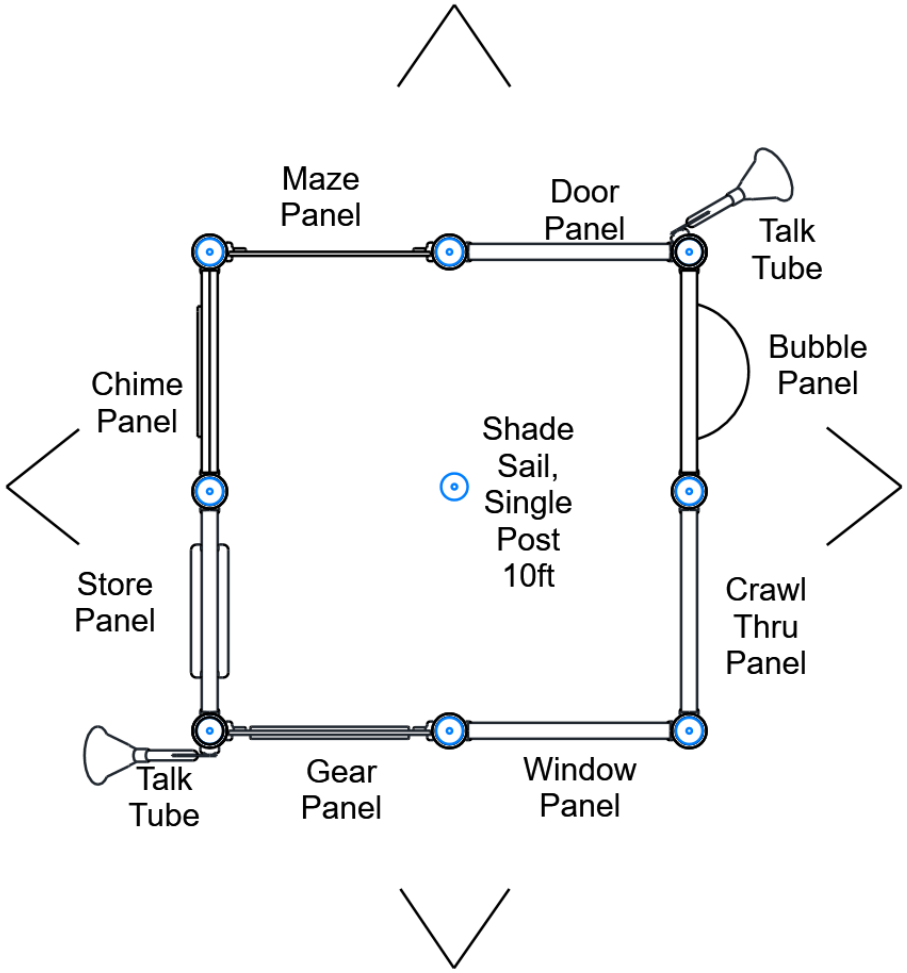
ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0/0	10/0	3/0

CHILD CAPACITY 18 **MAX FALL HEIGHT** 0

R5

FOR KIDS AGES 2-12



GENERAL NOTES

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

STRUCTURE # R50E376AA
PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 0' x 0' (0m x 0m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

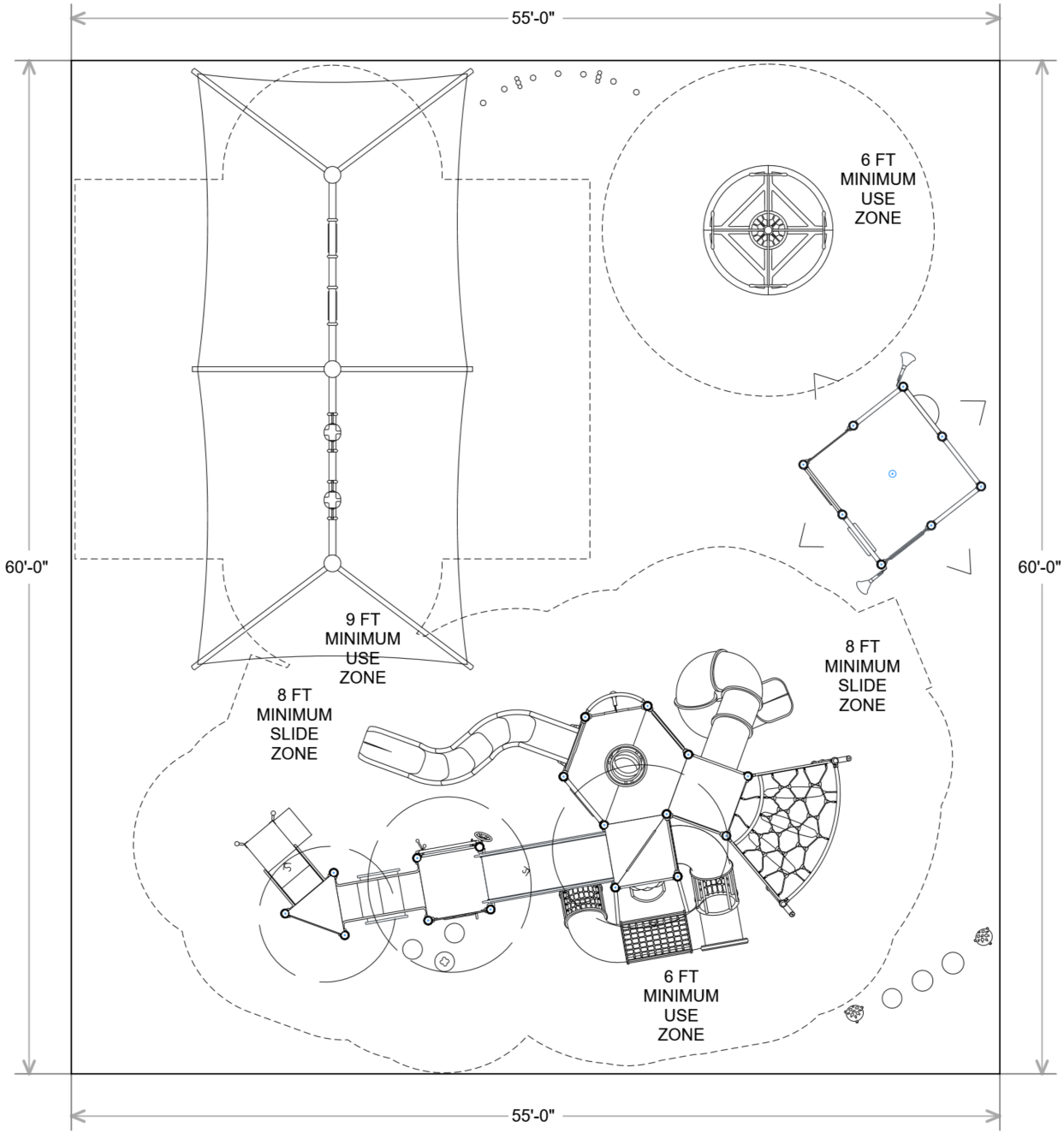
SITE PLAN

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
14	8/7	0/0	24/5	19/3

R5

FOR KIDS AGES [Mixed]



GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 52' x 60' (15.843m x 18.205m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SITE PLAN 3D

ADA ACCESSIBILITY GUIDELINES - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
14	8/7	0/0	24/5	19/3

R5

FOR KIDS
AGES
[Mixed]

GENERAL NOTES

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PROJECT # LDR25348DCH
DATE 11/5/2025

LuckyDog Recreation

MIN. USE ZONE 52' x 60' (15.843m x 18.205m)

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE # R502C405E
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

NE VIEW

R5

FOR KIDS
AGES
5-12

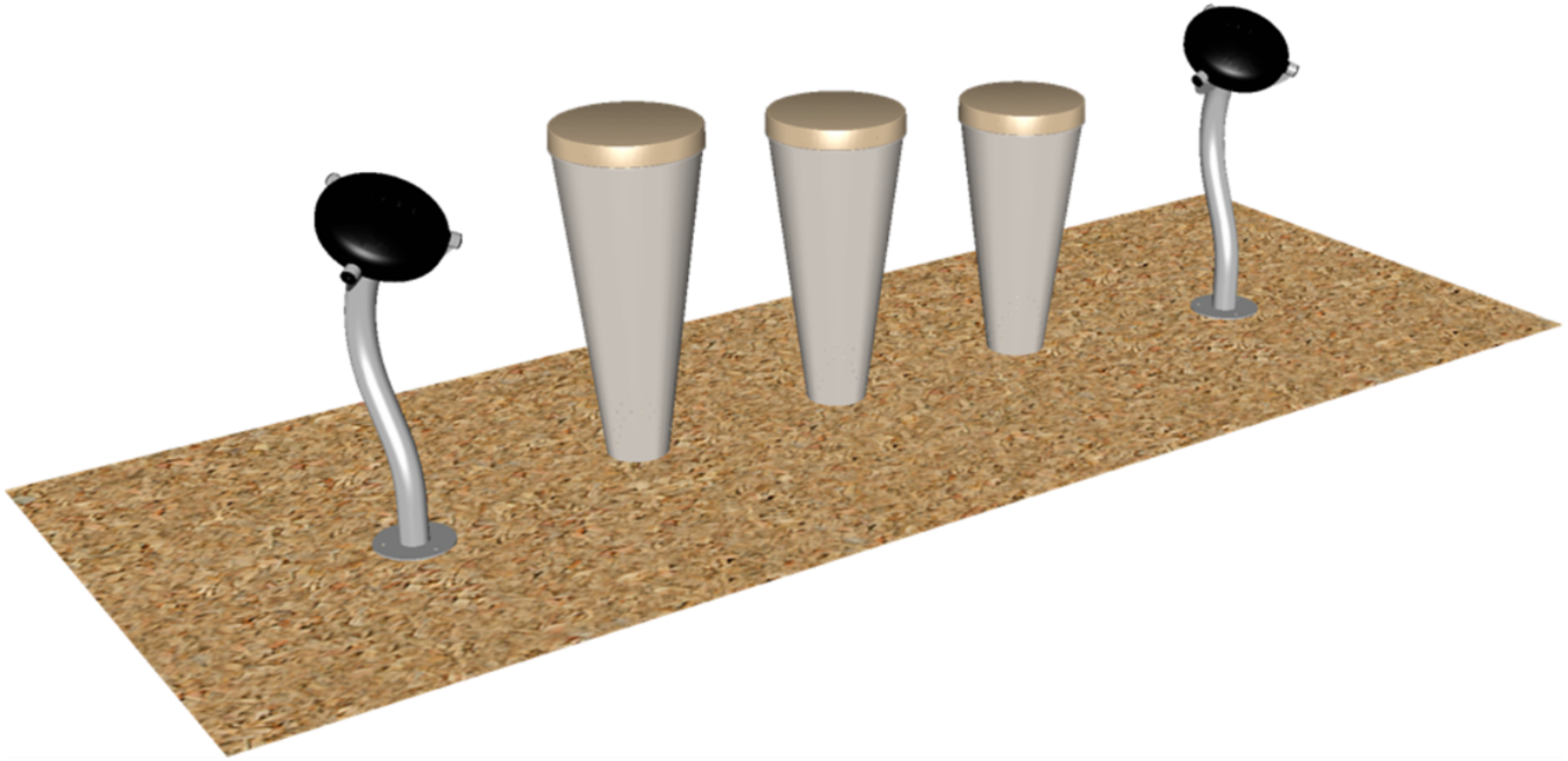


STRUCTURE # R502C405E
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW

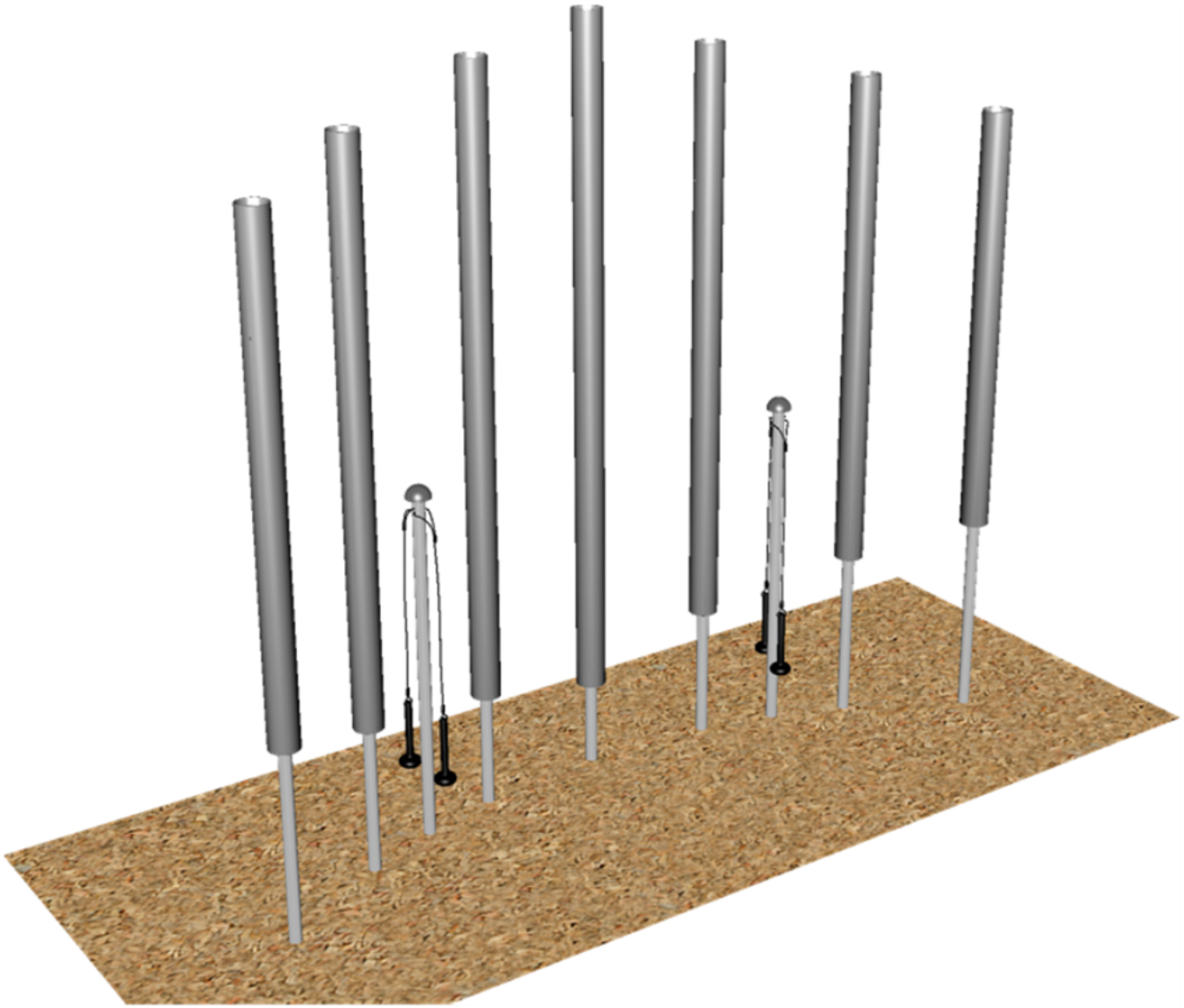


STRUCTURE # FREENOTES/1
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW



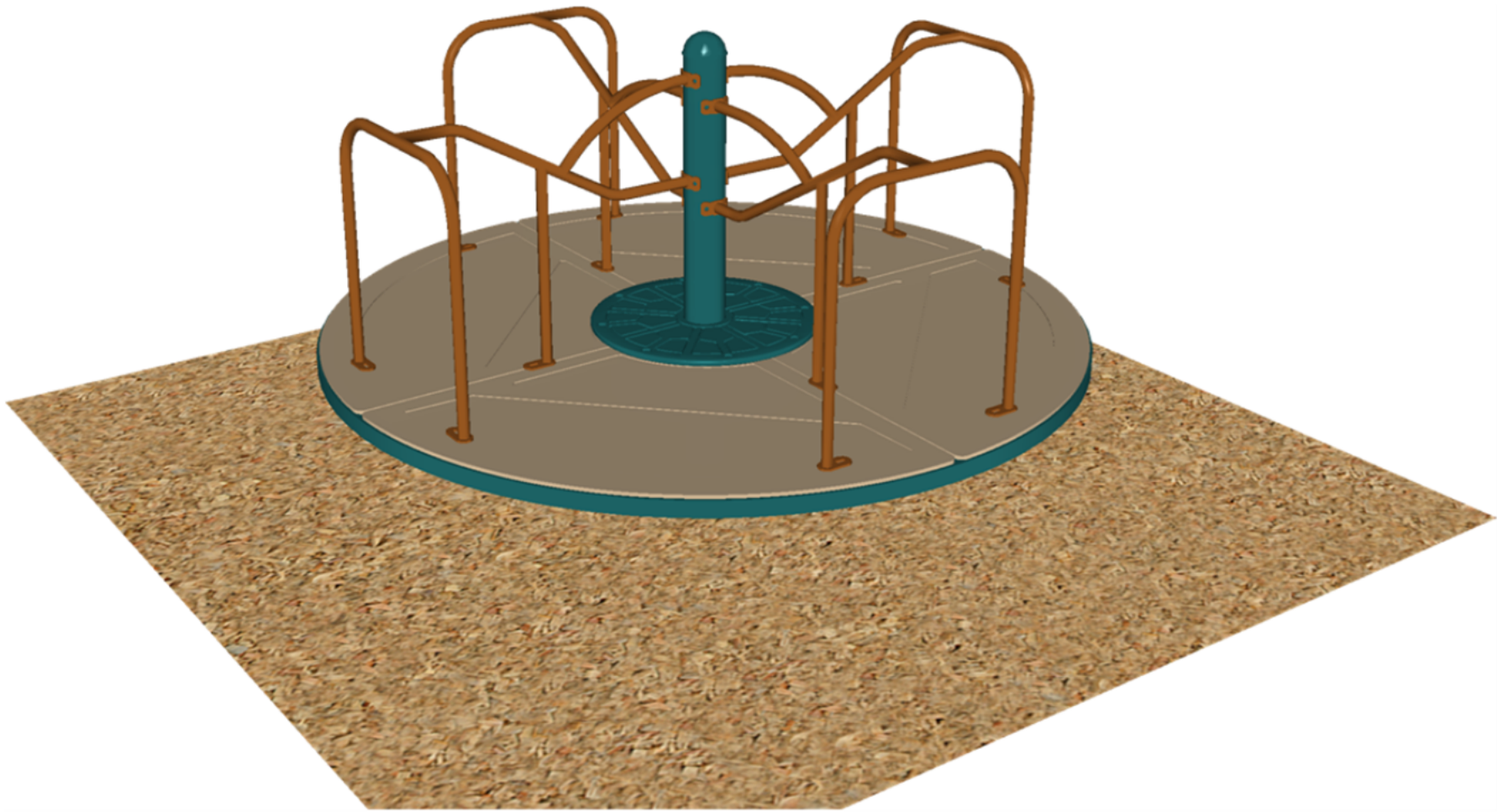
STRUCTURE # FREENOTES/2
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW

FOR KIDS
AGES
5-12



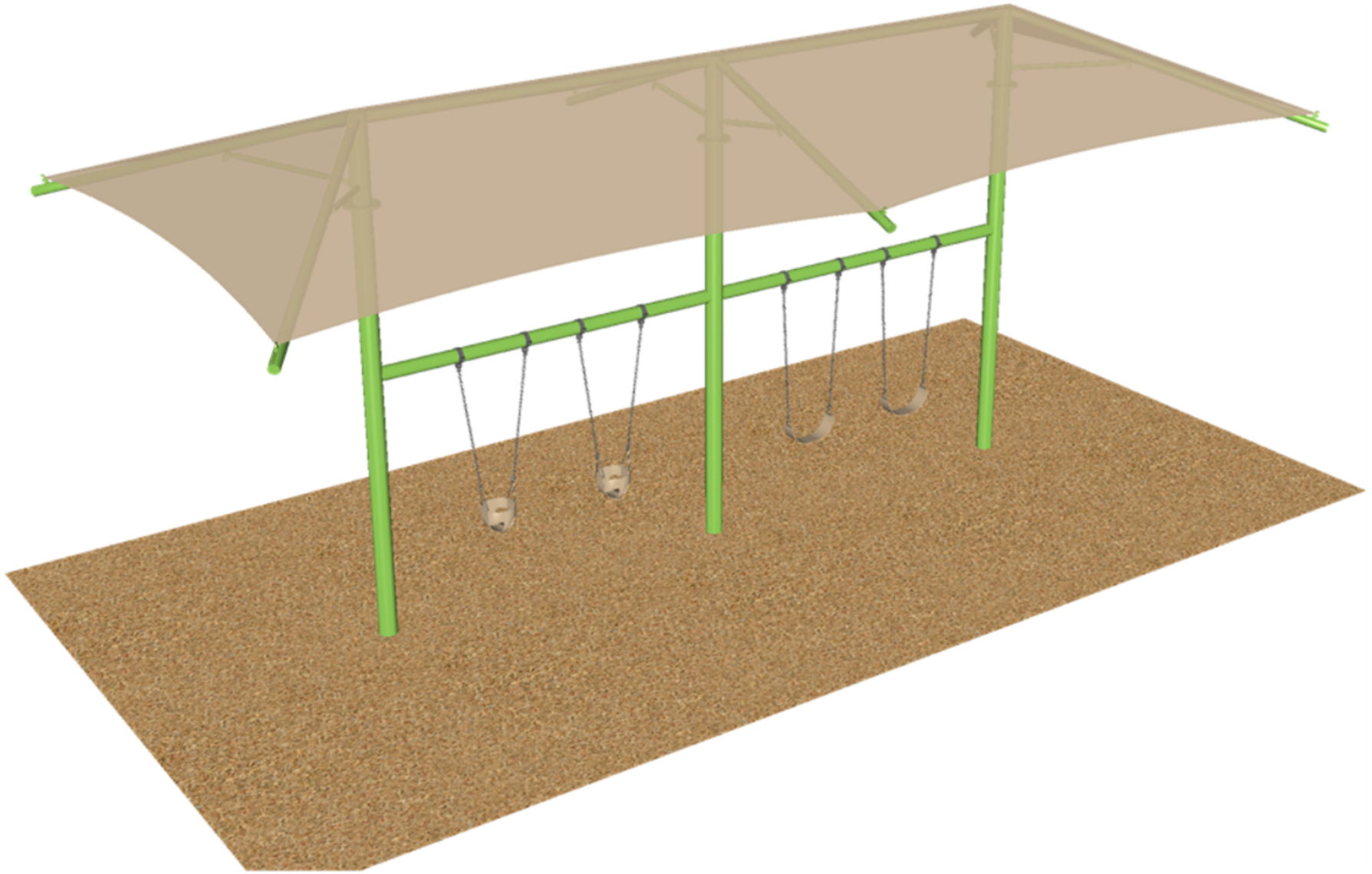
STRUCTURE # FRE2495
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW

FOR KIDS
AGES
5-12



STRUCTURE # SWGRSW23516G
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

SW VIEW

R5

FOR KIDS
AGES
2-12



STRUCTURE # R50E376AA
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

BOOTS COX FAMILY PARK - OPT 1

NE VIEW

R5

FOR KIDS
AGES
2-12



STRUCTURE # R50E376AA
PROJECT # LDR25348DCH
DATE 11/5/2025

PLAYCRAFT SYSTEMS
A PLAYCORE Company

LUCKYDOG RECREATION
1161 S STATE ST
CLEARFIELD, UT 84015
(800) 388-2196

Opt 5 Rev 2 - PREMIUM Tiles

Quotation

Quote Valid Through
November 30, 2025

Project: Boots Cox Family Park
Date November 5, 2025

Terms
1/2 Down, Balance on receipt

Bill To:
City of St. George
390 N 3050 E
St. George, UT 84790
Contact: Paul Stead
Phone: 801.835.2938
Email: paul.stead@sgcityutah.gov

Ship To:
Boots Cox Family Park
1080 S 900 E
St. George, UT 84790
Contact: CJ Stoddard
Phone: 208-521-5719
Email: cj@luckydrec.com

Brand	Item Description	Model	Qty	Unit Price	Total Price
Playcraft Systems	R5 Custom Play System	R502C405D	1	$119,210.99	$119,210.99
	Bossa Nova and Calypso Drum Set - IG Mount - Taupe - Silver	DRUM-SET-TAUPE-IG	1	$10,516.44	$10,516.44
	Contrabass Chimes w/ Steel Post - IG Mount	CCH-IG	1	$8,170.54	$8,170.54
	8ft. Shaded Swing Set - (2) Bay, (2) Belt, (2) Tot	RSW3516G	1	$17,545.90	$17,545.90
	Merry-Go-Round	A2-2495	1	$12,795.52	$12,795.52
	R5 Custom Play System - Shaded Sensory Panel Playhut	R50E376AA	1	$19,230.80	$19,230.80
Custom Canopies Inc	Custom Cantilevered Flat Sail System, 2 Sails, 3 Posts, 3 Cant. Arms - Eave Height at the Posts is 10', Rising up to 16' at the end of Projection		1	$32,156.83	$32,156.83
	Engineered Drawings		1	$1,306.67	$1,306.67
Hudson Shadeworx	Dual Column Umbrella Shade (16x12x8) - Pickleball Seating Shades - In-Ground Mount		2	$7,856.45	$15,712.89
DuraSAFE	PREMIUM Rubber Tiles - 4.75" Thickness for CFH of 9' - Turndown edge running east to west between main structure and swing set & 2-5 area		1	$36,818.30	$36,818.30
	Playcraft Points Promo Discount - Valid Through 11/30/25		1	-$17,545.90	-$17,545.90
	OMNIA Co-Op Purchase Discount - Materials		1	-$28,335.00	-$28,335.00
	Sub Total				$227,583.97
	EWF Surfacing - 98 Yds Blown In and Compacted - Includes Geotextile Fabric		1	$9,885.17	$9,885.17
	Freight		1	$22,369.75	$22,369.75
	Professional Installation		1	$130,269.30	$130,269.30
	OMNIA Co-Op Purchase Discount - Install		1	-$13,026.93	-$13,026.93

Grand Total $377,081.26

Additional Info:

See attached Terms + Conditions for additional information, which includes information about freight, storage, site prep, etc. We exercise the right to assess a late fee of 1.5% to all past payments including the required 1/2 payments. OMNIA PARTNERS Contract Number R170304

Cade Miller
(385) 515-3539
cade@luckydrec.com

Accepted By: _____

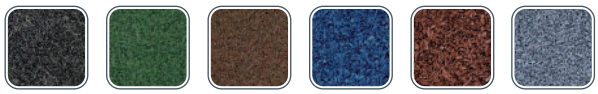
Date: _____



STANDARD PLUS SERIES SOLID COLORS

Economically manufactured using recycled materials exclusively, duraSAFE Plus Series offers the same durability and safety performance as our Premium Series at a more economical price.

PLUS SERIES



Midnight Black | Turf Green | Saddle Brown | Ocean Blue | Terracotta | Slate Gray

PREMIUM SERIES CUSTOMER FAVORITE COLOR BLENDS

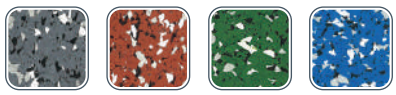
For those desiring more of a creative flare, the Premium Line offers more opportunity for artistic expression through an assortment of aesthetically pleasing premium color blends. Made from 100% recycled SBR rubber backing and topped with a blended wear layer of SBR recycled rubber and EPDM virgin rubber, our Premium Line affords you the best solution for any playground application. Choose from nine customer favorite blends!



PREMIUM 95 SERIES – (5% Black)



Sedona | Sierra Brown | Tuscan Red | Denim | Safari



Granite | Sangria | Emerald Green | Azure

Additional colors and custom blends are available.

Please contact a member of our sales team for more information. Additional charges may apply.

1 800.263.2363 or ***info@sofsurfaces.com***.

duraSAFE® RUBBER PLAYGROUND TILES

protecting future generations...

Since 1992, sofSURFACES has been a pioneering voice within the playground industry. It's only fitting that duraSAFE Rubber Playground Tiles have been engineered to comply with safety ratings mandated for vehicle impact safety by the National Highway Traffic Safety Administration. This level of performance far exceeds current required ASTM standards by nearly 50%!

PHYSICAL DIMENSIONS

Available Thicknesses	Weight (lbs.) Ea. *Plus*	*Premium*	Fall Height	sofRAMP Length
duraSAFE 2.00"	24.00	24.50	3 Feet	47.75"/ 7.00"
duraSAFE 2.25"	25.50	25.50	4 Feet	47.75"/ 7.00"
duraSAFE 2.75"	29.00	28.50	5 Feet	47.75"/ 7.625"
duraSAFE 3.25"	30.50	31.50	6 Feet	47.75"/ 9.00"
duraSAFE 3.75"	31.00	33.50	7 Feet	47.75"/ 12.00"
duraSAFE 4.25"	34.50	36.00	8 Feet	47.75"/ 12.00"
duraSAFE 4.75"	37.00	39.00	9 Feet	47.75"/ 16.00"
duraSAFE 5.00"	40.00	39.50	10 Feet	47.75"/ 16.00"
duraSAFE 5.25"	41.00	41.00	11 Feet	47.75"/ 16.00"
duraSAFE 5.25"	41.00	41.00	12 Feet	47.75"/ 16.00"

PLEASE NOTE: duraSAFE Plus Series tiles and Premium Series tiles are manufactured slightly larger than the installed dimension. This is to ensure that each tile can be compressed by 0.25" during the course of installation. Please follow the recommended installation guidelines in order to ensure the desired level of compression is achieved.

Plus Series Installed Dimension: 24"x24" *Premium Series Installed Dimension:* 24.125"x 24.125"

PHYSICAL PROPERTIES

Test Description	ASTM Ref.	*Plus*	*Premium*	Test Lab
Impact Attenuation	F-1292	<700 HIC <125 G-MAX	<700 HIC <125 G-MAX	TUV America
Freeze Thaw Cycling	C67	No Deterioration	No Deterioration	Intertek
Heat Aging	D573	No Deterioration	No Deterioration	Intertek
Abrasion Resistance	C501	205	167	DTL/Intertek
Volume Density	D3676	817 kg/m^3	904.77 kg/m^3	DTL/Intertek
Slip Resistance	E303	44 Wet/51.25 Dry	32 Wet/53 Dry	QAI/Intertek
Slip Resistance	E2047	0.533	N/A	QAI
Tensile Strength	D412 (Mpa)	0.661	2.28	DTL/Intertek
Elongation at Break	D412	68.5%	119%	DTL/Intertek
Tear Strength	D624(kNm)	2.2	2.2	DTL/Intertek
Peak Tear Load	D624 (N)	51	46.8	DTL/Intertek
Flammability	D2859	Pass	Pass	DTL
Critical Radiant Flux	E648-17A	N/A	0.26 (Avg. W/cm^2)	Intertek

floor score — CERTIFIED BY SCS Global Services

* **FloorScore®** is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing the FloorScore label meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for Health Care, and are recognized by a long list of healthy building programs.

© sofSURFACES Inc. 2022 | All rights reserved. duraSAFE® and KROSLOCK® are registered trademarks of sofSURFACES.



Agenda Date: 12/04/2025 **Agenda Item Number:** 3d

Subject:

Consider approval of purchasing roller hockey rink boards via cooperative contract with Athletica Sport Systems for the JC Snow Park Roller Hockey project.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

JC Snow Park, 275 East 900 South

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

This proposed purchase is to provide new roller hockey rink boards and goals for the JC Snow Park Roller Hockey project. This is for materials and installation for only one new rink. The proposed materials include 42-inch boards, fencing, penalty boxes, players boxes, players benches, timekeepers box, timekeepers table, gates, hardware, and goals. The cooperative contract is through Sourcewell Athletica Contract #120320. Staff recommends approval of the purchase in the amount of $147,570.

Staff Narrative (need/purpose):

The purpose of the project is to provide roller hockey rink boards for one new rink to be located in JC Snow Park. Currently there is one existing rink in JC Snow Park that is currently hosting local league play. This is a small rink and the local roller hockey league has outgrown the one rink. Adding another rink will allow more play to occur at once and also enhance the opportunity to host roller hockey tournaments. Earthwork, concrete flatwork, lighting, and other related construction items for the rink will be put out to bid in a separate package with construction anticipated to begin in January 2026 and end in February 2026. It is important to order the rink boards as soon as possible due to their several month lead time to ensure they arrive when construction is wrapping up.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $147,570

Amount approved in current FY budget for item: $730,000

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

Approved in budget.

Description of funding source:

Recreation, Arts, and Parks Tax Fund

Recommendation (Include any conditions):

Approval.

Attachments

Athletica SPORT SYSTEMS
Safety through innovation

www.Athletica.com
Revised 02/07/2024

Corporate Office
554 Parkside Drive
Waterloo, ON, CAN N2L 5Z4
Toll Free: (877) 778-5911
Tel: (519) 747-1856
Fax: (519) 747-3659

US Sales Office
720 Innovation Drive
Shakopee, MN, USA 55379
Toll Free: (800) 809-7465
Tel: (763) 249-7465
Fax: (763) 249-7475

Quotation

Number: 240523-5493MM
Revision: 3
Date: October 30, 2025
Valid: 30 Days SEE BELOW
Salesman: Marc McCallum
Distributor: Athletica Sport Systems Inc.

Phone: (519) 747-1856
Fax: (519) 747-3659
Email: mmccallum@athletica.com

Company: City of St. George
Address: 175 East 200 North
St George, Utah 84770
USA

Att: Mark Goble
Phone:
Fax/Email: mark.goble@sgcityutah.gov

Facility: Red Hockey Outdoor Inline Hockey
City: St Geroge
Province/State: Utah
Country: U.S.A.

Number of Sets: 1
Installation Type: Supply and Install
Outdoor

Model

ActionBoards Pro Demountable (or permanent) **MILL aluminum frames**, constructed of hollow section extrusions and high strength connectors. **Aluminum frame depth = 3"**. Typical panels are 96" long with two vertical posts.

Dimensions

Rink Configuration: Radius Corners with Player's Boxes and Penalty Boxes on Same Side

Perimeter Distance: 422 feet

Playing Surface: 160 feet long x 75 feet wide, with 28 feet radius

Board Height: 42 inches above floor surface

Players Boxes: Number of boxes - two
24 feet 0 inches long x 5 feet 0 inches deep

Penalty Boxes: Number of boxes - two
6 feet 0 inches long x 5 feet 0 inches deep

Timekeepers Box: Number of boxes - one
6 feet 0 inches long x 5 feet 0 inches deep

Gates and Hardware - see Rink Diagram for Locations

Gate Size (inches)	Number of Gates		Hardware					
	Without Fence	With Fence	Hinges	Latch	Rinkside Release	Flush Bolt	Machine Gate Lock	Castors
			Material - See notes below					
			St. St.	St. St.	St. St.	St. St.	St. St.	St. St.
30	4	3	7	7	3	0	0	0
36	0	2	2	2	2	0	0	0
2 x 48	0	1	2	0	0	0	1	2
SubTotal	**4**	**6**	**11**	**9**	**5**	**0**	**1**	**2**

Total Number Gates: 10

Notes: St. St. = Stainless Steel
All gate hardware to be heavy duty STAINLESS STEEL
All nuts, washers and bolts to be zinc plated
Single gates with upper shielding will have a rinkside release

Cladding

Material: High density polyethylene (HDPE) (manufacturer's standard colors)

Playing Surface: Cladding: 1/2" White HDPE - UV **HDPE split into 4ft sections for expansion / contraction**
Top Plate: 1/2" Colour HDPE - UV
Kick Strip: 1/2" Colour HDPE - UV

Interior of Boxes: Cladding: 3/8" White HDPE - UV
Top Plate: 1/2" Colour HDPE - UV
Waterbottle Shelf: 3/8" White to height of midstringer in Players & Penalty Boxes

Backer Panels: (none)

Thresholds: Man Gate Thresholds: 1" White HDPE on 1 1/2" Aluminum Extrusion
Machine Gate Thresholds: 1 1/2" White HDPE

Fasteners: Plastic attached with # 1/4-20 FHMS. All fasteners color matched, zinc plated

Official Lines: Official lines cut into vertical surfaces of dasherboard cladding

Shields / Containment - see Rink Diagram for Heights and Locations

		Height	Installation Method:			
Ends and Radii:	2", 6 ga. galv. fencing (8ft) - No vinyl coating	8.00 ft	Seamless		Supported	X
Players Box Side:	(none)	0.00 ft	Seamless		Supported	
Opposite Side:	(none)	0.00 ft	Seamless		Supported	
Boxes:	2", 6 ga. galv. fencing (4ft) - No vinyl coating	4.00 ft	Seamless		Supported	X

Excluding in front of PenaltyBoxes

Fencing Supports: 1 11/16 inch diam. Hot Dipped Galvanized posts and rails, c/w caps, line posts & tension bars
- standard galvanizing for mesh (non-coated style) is 1.2oz / sf

Protective pads: at fence terminations Quantity: 4

Frame Anchorage & Perimeter Sealing

Perimeter Slab: 5/8" (16mm) diameter Hilti adhesive anchors or equivalent for Permanent installation.
Z Brackets to elevate dashers to accommodate Sport tiles included.

Accessories - Included in Base Bid unless noted otherwise

Raised Floors: Not Included in Base Bid

Coaches Walkways: Not Included in Base Bid

Players Benches: 1/2" thick coloured HDPE top fastened to 9 1/2" wide aluminum channel and aluminum bench support with mounting hardware. 20 feet long in players' boxes and 6 feet long in penalty boxes. Benches are built in approximately 8ft sections.

Timekeeper's Table: 1" white HDPE table with wall mounted brackets by 6 feet long

Advertising Panels: Not Included in Base Bid. See Options Below

Hockey Goals: Not Included in Base Bid. See Options Below

GOALS ARE: [x] Prestrung [ ] Not Strung

Pricing

Price for 1 Set	**US $145,490.00 - Supply and Install**
	Unless noted OTHERWISE, All Prices quoted are in US FUNDS
	Sourcewell - Athletica Contract #120320
	FOB Site
PLEASE NOTE:	**Plus Applicable Taxes. Prices do not include local, state or federal taxes**
	Prices do not include import / export duties & tariffs, customs clearance, brokerage
	Bid Bond, Performance Bond and Material/Labour Payment Bonds Not Included
Payment:	Prices based on Athletica Sport Systems Inc. standard terms of payment (See Below)
	Subject to credit approval
	Provision of standby letter of credit or other approved credit

Completion Date

Estimated Completion Date:	February 1, 2026
	Manufacturing lead times can vary throughout the year. Please contact your Athletica Sport Systems Inc. representative to discuss how we can best meet your delivery needs

Terms, Conditions, Exclusions, Inclusions and Qualifications

1.) **Due to the extreme changes in commodities and energy pricing, we must strictly enforce a 30-day limit on this quote**

2.) Notwithstanding the foregoing, should Athletica Sport Systems Inc. be delayed in the commencement, prosecution or completion of the work by any cause beyond Athletica Sport Systems Inc. control and not due to any fault, neglect, act or omission on its part, then Athletica Sport Systems Inc. shall be entitled to an extension of time as agreed upon by the parties hereto in writing and shall not be held liable for any liquidated damages for any delays caused by either the owner or general contractor.

This bid is subject to Athletica Sport Systems Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at anytime before contract execution. If accepted, sign and return one copy, and retain a duplicate for your files. When approved by one of our officers and returned, it becomes a binding contract. This quotation is subject to change, withdrawal, or cancellation until accepted by you. If we have not received your acceptance within 60 days from the date hereof, this quotation shall automatically expire. Athletica Sport Systems Inc. retains a security interest in all the products covered in this agreement until all sales' terms have been met. In addition, the purchaser agrees to sign any additional documents for Athletica Sport Systems Inc. to perfect its security interest in the products.

3.) Prices subject to receipt of final construction drawings and specifications

4.) Concrete to be level within 1/8" in 10 ft non-cumulative

5.) **Price based on installation at UNION wages using Athletica Sport Systems Inc. own forces**

6.) Electrical work, mechanical work or painting is not included

7.) Special insurance requirements are not included

8.) OCIP/CCIP Enrollment Fees are not included

9.) Standard 1 (one) year warranty included unless noted otherwise

10.) Any applicable Permits and/or License Fees are not included

Options

Option 1:	Ad Panels: Supply and install - 1 panel of 1/8" Clear Lexan and 3/8" white HDPE. Panels are eight feet long. Lexan facing is factory installed with CNC bevelled edges. Printed material is not included.	**Add:**	**US $130.00 per panel**
		Accepted:	_____
Option 2:	Hockey Goals: includes red powder coated frames with welded corners, 6mm knotless netting, bottom and centre fenders, net protectors. Goal inserts and pegs are not included unless specified.	**Add:**	**US $2080.00**
	Quantity: 2	**Accepted:**	_____

Please initial beside each option accepted.
Prices do not include local, state or federal taxes

Approval

Approved by Athletica Sport Systems Inc.: **Date:** _____

_____
Andrew McRae, CEO

Purchase Approved by: City of St. George **Date:** _____

Signature: _____

Name: _____ Payment Terms: _____

Title: _____

Payment Terms

On approved credit, Athletica Sport Systems Inc. will be expecting:

To receive a 30% deposit with the purchase order or sub-contract form to us.
To receive a 50% payment, **minimum 10 (ten) business days in advance of shipment.**
To receive a 20% payment due on completion of installation.

Each invoice is due on receipt of invoice.

These terms should be indicated on your purchase order or sub-contract form to us.

PLEASE COMPLETE THE FOLLOWING ACCOUNT INFORMATION:

Payment Terms (from listed options above) _____

Federal ID Number: _____ (for direct importing purposes).

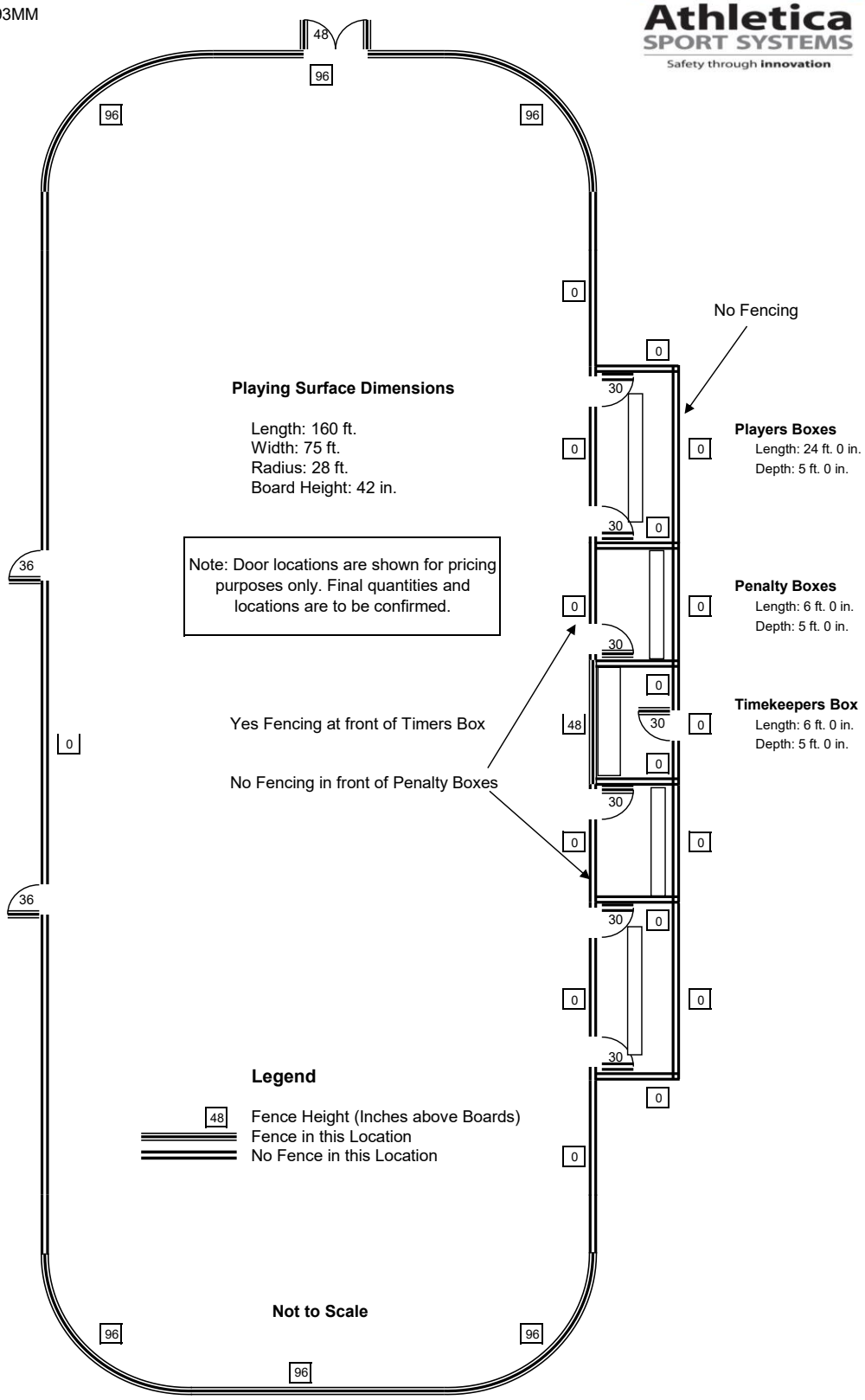
State Tax ____% Local Tax ____% □ *Exempt (see below)

*If you are tax exempt, please send us a copy of your Tax Exemption Certificate along with this signed quote.
Credits will not be issued after invoicing has been completed. Thank you !

Diagram

Red Hockey Outdoor Inline Hockey

Quotation No: 240523-5493MM
Revision: 3
Date: 30-Oct-25



JC Snow Park Roller Hockey Project
Example Photos of Rink Boards













Agenda Date: 12/04/2025 **Agenda Item Number:** 3e

Subject:

Consider approval of a Professional Services Agreement (PSA) with Civil Science Infrastructure, Inc. for construction phase services for the SR-7 Active Transportation Path.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

SR-7 from I-15 to Desert Canyons Parkway and in Hurricane City along Sand Hollow Road from Sand Hollow Resort Parkway to Dixie Springs Road.

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

Civil Science recently completed the civil design portion of the construction documents for the SR-7 Active Transportation Path and now the project is about to start construction. On October 16, 2025, City Council approved the construction bid for the project to Suncore Construction and Materials. The SR-7 Active Transportation Path is six miles of a 12-foot-wide multi-use trail in St. George and Hurricane. The St. George trail segment is on the Citys Park & Trail Master Plan, St. George Active Transportation Plan, and is also part of the UDOT SR-7 Active Transportation Plan. This proposed PSA with Civil Science is to provide construction phase services for the SR-7 Active Transportation Path in the amount of $158,500. Staff recommends approval.

Staff Narrative (need/purpose):

The purpose of this PSA is to provide construction phase services for the SR-7 Active Transportation Path along SR-7 in St. George and along Sand Hollow Road in Hurricane. The project includes six miles of a 12-foot-wide asphalt trail, pedestrian bridge, pedestrian underpass, safety barriers, safety railing, storm drain improvements, signs, retaining walls, and other related work items.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $158,500.00

Amount approved in current FY budget for item: $8,300,000.00

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

Approved.

Description of funding source:

Public Works Capital Projects Fund

Recommendation (Include any conditions):

Approval.

Attachments

CivilScience

3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 975
Salt Lake City, UT 84111
P | (801) 768-7200

October 23, 2025

Mark Goble, PLA
Project Manager
St. George City – Park Planning Division
390 North 3050 East
St. George, UT 84790

PROFESSIONAL SERVICES PROPOSAL

SR-7 ACTIVE TRANSPORTATION PATH - CONSTRUCTION PHASE SERVICES

Dear Mark,

We're excited to submit this proposal for professional services for the project referenced above. We are excited to partner with the City on this meaningful project, and we're committed to providing thoughtful, high-quality work that aligns with your goals. Our team is eager to bring its expertise and dedication to ensure the project is completed successfully and on time.

At Civil Science, we prioritize collaboration and open communication, and we're ready to work closely with your team to make this project a success. If you have any questions or need further information, don't hesitate to reach out to me directly at 435-773-3120 or via email at chowick@civilscience.com.

Thank you again for considering us for this opportunity. We look forward to working together and building a strong partnership.

Best regards,



Cody Howick, PE
Executive, Office Manager

PROJECT UNDERSTANDING

The City is seeking Civil Science to lead the construction phase services for this project, following the recently completed design work. This phase will primarily involve construction administration, with additional design and construction observation services provided as requested by the City. Civil Science's role will focus on managing the construction process, coordinating with the contractor, addressing changes in the work, and ensuring the work aligns with the approved plans and specifications. Key priorities will include reviewing submittals, RFIs, and schedules from the contractor, supporting effective communication between the contractor and the City, and documenting all aspects of construction.

This proposal is based on an **eight-month (approximately 240-days)** construction period. Services extending beyond this duration have not been anticipated or included in this proposal. Civil Science remains committed to delivering responsive, high-quality service and ensuring a successful project outcome within the established timeline and resources.



SCOPE OF WORK

Based on the Project Understanding outlined above, Civil Science proposes to deliver the following services and tasks to support the successful execution of the project. Our approach focuses on providing comprehensive, high-quality solutions tailored to meet the project's specific goals and requirements. The proposed scope of work ensures that phases of the project are addressed effectively, from construction support to final implementation. Below, we have outlined the key tasks, deliverables and assumptions we will provide as part of this engagement.

CONSTRUCTION PHASE SERVICES

Construction Phase services will be provided in sufficient detail to administer construction of the project through completion and closeout. Specific tasks may include:

CONSTRUCTION ADMINSTRATION:

During the construction administration, Civil Science will be the main point of contact for the contractor and take primary responsibility for overseeing the project, including addressing contractor inquiries, monitoring progress, and ensuring adherence to project specifications. The City will provide daily onsite inspections and play a supporting role, offering guidance and coordination to ensure seamless communication and efficient execution. This partnership will promote a streamlined construction process and contribute to the successful delivery of the project.

1. Pre-Construction Meeting Coordination: Participate in and conduct the pre-construction meeting, addressing contractor questions, clarifying expectations, and reviewing drawings and specifications.
2. Weekly Progress Meetings: Attend and lead weekly progress meetings with the contractor to discuss project status, address concerns, and ensure alignment with project goals.
3. Submittal Reviews: Evaluate and consider contractor submittals, ensuring compliance with project requirements and specifications.
4. Drawing and Specification Clarifications: Provide clarifications and updates to drawings and specifications as needed to resolve issues and maintain project continuity.
5. Site Visits: Conduct site visits following weekly progress meetings and perform additional site visits as requested to review site conditions, monitor work progress, and verify compliance with project drawings and specifications.
6. Change Order Management: Review and evaluate contractor change order requests to ensure they align with project requirements, budget, and scope. Provide recommendations to the City for approval or revisions.
7. Pay Application Reviews: Assess and review contractor pay applications, verifying that requests align with the work completed and meet the requirements of the project. Provide recommendations for approval to the City.
8. Substantial Completion Coordination: Assist in the substantial completion process, including final inspections, preparing punch lists, and ensuring that all work meets the project specifications and is ready for final acceptance.
9. Additional Construction Phase Services: Deliver other construction phase services as requested by the City, provided they align with the available budget.

DELIVERABLES (as required)

- Meeting Agendas & Minutes
- Field & Site Visit Reports
- Submittal Reviews
- Field Orders & Change Requests
- Pay Applications

ASSUMPTIONS

- The construction period will comprise of 240 days (8 months).
- City to provide quantity verification for pay applications
- All temporary construction permitting such as UPDES, encroachment permits, building permits, etc. shall be completed by the Contractor and shall be part of the final bid package and construction cost.

CONSTRUCTION INSPECTION:

The city has several ongoing projects that could potentially divert resources from this one. To assist, CS has been asked to provide site inspections during periods when city inspectors are unavailable. CS will provide an inspector to review site conditions, monitor work progress, and verify compliance with project drawings and specifications. Specific tasks may include:

1. Site Observation: Monitor contractor operations to verify materials, workmanship, and methods meet project requirements.
2. Daily Reporting: Prepare and submit daily inspection reports summarizing progress, quantities, and any observed issues.
3. Testing Coordination: Coordinate with testing agencies to confirm required field and material tests are performed and documented.
4. Issue Tracking: Notify the City and project team of any non-conformance, safety concerns, or field changes requiring attention.
5. Photo Documentation: Maintain photographic records of construction progress, key installations, and project milestones.

DELIVERABLES (as required)

- Field Reports & Documentation

ASSUMPTIONS

- Approximately 175 hours of site inspection over a 7-week period (25 hours per week).

EXIT 5 DESIGN & CONSTRUCTION COORDINATION:

Due to uncertainties surrounding the planned intersection construction at Exit 5, a connecting segment of the trail was initially excluded from the bid. The City anticipates the intersection will be completed early next year and plans to incorporate the Exit 5 trail segment as a change order to the SR-7 trail project. Civil Science will provide the design of the trail needed for the construction of this segment. Specific tasks may include:

1. Intersection Coordination: Coordinate with intersection designer and review intersection plans to determine the best alignment of trail.
2. Contractor Coordination: Work with contractor to provide a trail design that will allow the contractor to meet the project budget and timeline constraints.
3. Trail Model: Model trail to determine quantities and provide guidance to contractor.
4. Drainage Considerations: Evaluate existing drainage patterns and incorporate appropriate culverts, inlets, or grading adjustments for basic trail drainage and prevent localized flooding or erosion.
5. Sheet Production: Prepare basic plan sheets to provide contractor with needed information to construct this portion of the trail.

DELIVERABLES (as required)

- CAD Design Files
- Exhibits or Plan Sheets for the Trail
- Bid Item Quantities

ASSUMPTIONS

- Contractor to provide input on design elements to help ensure the project remains within budget and schedule constraints.
- Preparation of basic exhibits or plan sheets as needed to incorporate the Contractor's design participation.

CONSTRUCTION SURVEY VERIFICATION & SUPPORT

UDOT may require independent verification of survey control and key structural elements on the project. While the Contractor will retain a separate surveyor for primary construction staking, Civil Science may provide oversight, verification, and limited support to ensure accuracy and conformance with design intent. These services will be performed on an as-needed basis at the request of the City, UDOT, or the Contractor. Specific tasks may include:

1. Control Verification: Review and confirm horizontal and vertical control established by the Contractor's surveyor to ensure consistency with project benchmarks and design coordinate systems.
2. Structure Checks: Independently verify the layout and elevations of bridge abutments, wingwalls, footings, and other critical structural components prior to concrete placement.
3. As-Built Confirmation: Spot-check key locations during construction to verify that critical elements (e.g., abutment corners, bearing seats, wingwall alignment) match design plans within acceptable tolerance.
4. Surveyor Coordination: Communicate directly with the Contractor's surveyor to resolve discrepancies, review control reports, and confirm corrections when required.
5. Documentation: Provide verification reports, annotated field notes, or marked-up drawings to document checks and recommendations.

DELIVERABLES (as required)

- Field verification reports and supporting sketches
- Updated control or verification files (CAD, CSV, or PDF)
- Documentation of any deviations or corrective actions

ASSUMPTIONS

- The Contractor's surveyor will perform all primary staking and layout for construction.
- Civil Science will provide third-party verification and limited support only as requested by the City, UDOT, or the Contractor.
- Field efforts will be coordinated to minimize conflicts and downtime for construction crews.

FEE PROPOSAL

Civil Science proposes to complete the above outlined Scope of Work as follows:

PHASE	TASK DESCRIPTION	FEE	FEE TYPE	COMMENTS
CONSTRUCTION	Construction Administration	110,300*	Hourly	Anticipated Hours: 780
	Construction Inspection	25,800*	Hourly	Anticipated Hours: 180
	Exit 5 Design & Construction Coordination	17,700*	Hourly	Anticipated Hours: 125
	Construction Survey Verification & Support	4,700*	Hourly	Anticipated Hours: 32
	SUBTOTAL	**158,500***	**Hourly**	

*Civil Science may alter the distribution of compensation between individual tasks of the Scope of Work to be consistent with services actually rendered but shall not exceed the total compensation amount unless written authorization has been received from the City.

Professional fees shown are not to exceed unless upon written authorization from the City. Professional services rendered for the Hourly Fee Type will be completed by Civil Science at the rates and fees given in attached Exhibit A.

EXHIBIT A - STANDARD HOURLY RATES AND FEE SCHEDULE (UT01/2025)

LABOR RATES:

Services provided by Civil Science personnel will be invoiced at the labor categories and hourly rates identified below:

Labor Category	Hourly Labor Rate[1]
Technician I	$92.00
Technician II	$105.00
Technician III	$118.00
Technician IV	$133.00
Technician V	$159.00
Technician VI	$175.00
Engineer I	$117.00
Engineer II	$133.00
Engineer III	$149.00
Engineer IV	$165.00
Engineer V	$181.00
Engineer VI	$202.00
Sr. Engineer	$229.00
Admin I	$76.00
Admin II	$98.00
Admin III	$119.00
Admin IV	$137.00
Admin V	$168.00
Admin VI	$195.00

Labor Category	Hourly Labor Rate[1]
Survey I	$89.00
Survey II	$104.00
Survey III	$126.00
Survey IV	$146.00
Survey V	$165.00
Survey VI	$184.00
Sr. Survey	$219.00
Survey Crew – 1-Man	$141.00
Survey Crew – 2-Man	$215.00
Landscape Architect I	$94.00
Landscape Architect II	$115.00
Landscape Architect III	$134.00
Landscape Architect IV	$153.00
Sr. Landscape Architect	$175.00
Visual Designer	$146.00
Project Manager I	$149.00
Project Manager II	$172.00
Project Manager III	$199.00

[1] *Rates change annually at beginning of year and may change on other occasions*

DIRECT REIMBURSABLE RATES:

Mileage	$ 0.70 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	$ 68 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	$ 51 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	$ Cost + 15% Mark Up

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job-related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2025

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

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

PRODUCER
American Ins. & Investment
448 S 400 E
Salt Lake City UT 84111

CONTACT NAME: Mason Allen
PHONE (A/C, No, Ext): 801-364-3434 **FAX (A/C, No):**
E-MAIL ADDRESS: mason.allen@onedigital.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Global Aerospace	
INSURER E :	
INSURER F :	

INSURED CIVIENG-01
Civil Engineering Services Company
Civil Science, Inc.; Civil Science Infrastructure, Inc.
3160 West Clubhouse Drive
Lehi UT 84043

COVERAGES **CERTIFICATE NUMBER:** 835625827 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	84SBWAX6VNL	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			84UEGAG3349	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,000 $ $ $ $ 0
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 10,000			84SBWAX6VNL	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	84WEGAX4TY9	5/1/2025	5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Professional Liability Retro Date 5/1/2002 Unmanned Aircraft/Drone Liability			DPR5042875 9016431	5/1/2025 5/16/2025	5/1/2026 5/16/2026	Each Claim Aggregate Drone Liability	5,000,000 5,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SR-7 Trail - Construction Phase Services Project
The City of St. George shall be listed as an additional insured with respects to the General Liability as per the contract. The General Liability is primary and non contributory. A Waiver of Subrogation applies to the Workers Compensation policy. 30 day notice of Cancellation with the exception of non-payment of premium which is 10 days.

CERTIFICATE HOLDER

City of St. George
175 East 200 North
Saint George UT 84770
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH CIVIL SCIENCE INFRASTRUCTURE, INC.

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Civil Science Infrastructure, Inc., with offices at 1453 S Dixie Drive, Ste. 150, St. George, UT 84770 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide construction administration services for the SR-7 Active Transportation Path on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

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

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

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

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

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

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

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

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

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

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

subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

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

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

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

3. **TERM OF AGREEMENT.**

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

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

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

4. **COMPENSATION.**

4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed one hundred and fifty-eight thousand five hundred dollars**, $**158,500.00. Each individual Work Order shall not exceed n/a**, $**n/a.

5. **INVOICING, PAYMENT, NOTICES.**

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

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

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

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

5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any

expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

ii. Comprehensive general liability insurance for injuries, including

accidental death, to two or more persons in any one occurrence in an amount not less than $4,000,000.00 Dollars (umbrella coverage may be considered).

iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

iv. A copy of the policy must be submitted to CITY for review.

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

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

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of

the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

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

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

13. **DOCUMENTS.**

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

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

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

13.4 CITY shall have the right to use reports, designs, details, or products developed as part

of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Civil Science Infrastructure, Inc. 1453 S Dixie Drive, Ste. 150 St. George, UT 84770
Attention:	City Attorney	Attention:	Tyler Turner
Copy:	legal@sgcity.org		

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

21. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the

terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

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

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

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

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

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

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

CITY OF ST. GEORGE	Civil Science Infrastucture, Inc.
Michele Randall, Mayor	Tyler Turner, Vice President
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Daniel Baldwin, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

Name: Civil Science Infrastructure, Inc.

Address: 1453 S Dixie Drive, Ste. 150, St. George, UT 84770

Email: tturner@civilscience.com Phone Number: (435)-986-0100

Scope of Services and/or Deliverables by Contractor:

- Construction Administration
- Construction Inpsection
- Exit 5 Design & Construction Coordination
- Construction Survey Verification & Support

Compensation: City shall pay Contractor the following sum:

- Total Amount: $158,500.00
-

Agenda Date: 12/04/2025 **Agenda Item Number:** 3f

Subject:

Consider approval of a Reimbursement Agreement for the 1100 West Sewer Line Extension project.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

1100 West 1250 North

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

The 100 West Street area is part of the original Bowler, Ence, & Marsh subdivision was constructed in 1969, prior to the sanitary sewer being available. The homes in this area are on private septic systems, which are nearing their useful life. In the past, the City has entered into agreements with residents in certain areas where sewer service is not available to participate in the cost of extending sewer services to the area.

Staff Narrative (need/purpose):

This agreement is a cost sharing agreement for a project that will extend sewer service along the 1100 West Street, from 1250 North Street to 1375 North Street, and provide a sewer connection for each parcel. This will provide sewer service to 19 properties, that can either connect to the sewer system now, or anytime in the future, when their individual septic system fails. The City will cover half of the project costs, with the residents covering the other half of the project costs. The individual property owner portion of the project is $3,477. The residents will have the option of paying for their individual portion at the time of construction or at the time of connection to the sewer system in the future. The installation of the sewer line will be completed by the Wastewater Collections Division construction crew.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $132,116.00

Amount approved in current FY budget for item: 75000

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

funding source:

The funding source is from wastewater collections user rates

Description of funding source:

User rates

Recommendation (Include any conditions):

Staff recommends approval of the Cost Sharing Agreement

Attachments

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Tax ID: SG-parcel number Not Write Above This Line

Legal Description: legal description

REIMBURSEMENT AGREEMENT

(City Construct – Owner Reimburse City)

THIS AGREEMENT is entered into this _____ by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City", and (name of owner of property) herein referred to as "Owner".

RECITALS

WHEREAS, Owner owns property at (address of property), St. George, Utah, (the "Property"); and

WHEREAS, City desires to make repairs/upgrades within the City's dedicated right-of-way that will service the Property; and

WHEREAS, Owner and City have agreed to share the costs of the repairs/upgrades as outlined in this Agreement; and

WHEREAS, Owner and City acknowledge that there are a total of 19 properties with separate owners which shall be serviced in connection with the Project (as defined below); and

WHEREAS, City shall pay one-half the total cost for the Project, and Owner will pay one-nineteenth (1/19) of the remaining half; and

WHEREAS, City has determined that it is in the best interests of the citizens of the City to participate in this Project; and

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **THE PROJECT**. City will install or make the following improvements at 1100 West Street, from 1214 North to approximately 1370 North: The projects consists of the installation of approximatley 964 lineal feel of 8-inch diameter sewer pipeline, with appurtenances. The new sewer line will connect to an existing sewer manhole located at 1214 North. The sewer line will then extend North to approximately 1370 North. The project will stub a private 4-inch diameter sewer lateral to each property as a location agreed by both the City and the Owner. .

2. **REIMBURSEMENT**. City and Owner anticipate the total cost of repairs/upgrades to be $132,116.00. Owner agrees to reimburse City $3477.00 toward the cost of those repairs. City will pay the remaining costs of the repairs/upgrades, if any. Payment of the cost of Owner's obligation shall be made by Owner within thirty (30) days of written notification to the City of the Owner's desire to connect to the City sewer sytem, and prior to the City permitting the Owner, or Owners contractor or plumber, to phycially connect to the sewer lateral stub provided by the project.

3. **ENCROACHMENT ON PROPERTY**. Owner hereby grants City a temporary easement to encroach upon Owner's property identified in this Agreement solely for the purpose of conducting the repairs/upgrades and installing the improvements. See Exhibit A.

4. **FAILURE TO REIMBURSE**. Should Owner fail to reimburse City as provided herein, or otherwise fail to perform its obligations pursuant to the terms of this agreement, Owner recognizes the City's right to recover the costs necessary to install the improvements and make the repairs/upgrades, the interest thereon, and the cost to obtain reimbursement, therefore.

5. **AGREEMENT TO RUN WITH THE LAND**. Any and all of the obligations of Owner hereunder shall run with the land and shall constitute an encumbrance thereon. The rights duties and obligations herein shall inure to the benefit of and be binding upon heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the property.

6. **REPRESENTATIVES**. The representative for the City for this Project will be Kade Bringhurst. The representative for Owner will be Owner or Owner's Representative.

7. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAWS**. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.

9. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

10. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

13. **LEGAL FEES.** The parties agree that each shall be responsible for its own legal fees to include all costs and expenses and, attorney's fees, which may arise or accrue from entering into or enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation to pay costs and expenses includes, without limitation all costs, and expenses, including appeals and bankruptcy proceedings.

14. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George	Owner's Name
Attn: City Attorney	Attn: Name
175 East 200 North	Address
St. George, Utah, 84770	City, State Zip Code

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

15. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise

dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

16. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

17. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

18. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

19. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

20. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

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

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

CITY: CITY OF ST. GEORGE	OWNER: Owner's Name
_____	_____
Mayor	Owner
Attest:	Approved as to form:

_____	_____
Christina Fernandez, City Recorder	Alicia Carlton, Assistant City Attorney

(Notary on next page)

Notary of Owner:

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 20___, before me, _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

_____
Notary Public

Notary of City:

STATE OF UTAH)
ss.
County of Washington)

On the _____ day of _____ 20___, before me, _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same voluntarily for its stated purpose.

_____
Notary Public

Agenda Date: 12/04/2025 **Agenda Item Number:** 3g

Subject:

Consider approval of Reimbursement Agreement with Quality Excavation for upsizing of water lines in the Desert Canyons area.

Item at-a-glance:

Staff Contact: Kade Bringhurst

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Desert Canyons

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

The City's Culinary Water and Secondary Irrigation Master Plans have identified the need of large diameter waterlines within the Desert Canyons development to meet the future demands of development through the South Block area of the City. In the past, the City has reimbursed developers for the cost of upsizing waterlines within their developments as the developments are constructed.

Staff Narrative (need/purpose):

This Reimbursement Agreement is for the cost of upsizing the culinary and secondary irrigation waterlines through a portion of the Desert Canyons development. The developer would be required to install an 8-inch diameter culinary waterline and an 8-inch diameter secondary irrigation waterline throughout the development. The master plan has identified the need of a 16-inch diameter culinary waterline and an 18-inch diameter secondary irrigation waterline to meet the future demands of the South Block area. This Reimbursement Agreement covers the upsizing cost for 2,700 lineal feet of each.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $650,123.80

Amount approved in current FY budget for item: N/A

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

Impact Fees

Description of funding source:

Impact Fees

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Quality Excavation, Inc.

(435) 634-0111 (435) 674-3711 Fax

Presented To: City of St. George

Project Name: Backlot and Desert Sky Pkwy Water & Irrigation Upsizing

Date: 11-4-25

	GENERAL CONDITIONS	QUANTITY	UNIT COST	TOTAL
1	MOBILIZATION	1 LS	$1,500.00	$1,500.00
2	EROSION CONTROL	1 LS	$1,000.00	$1,000.00
3	SOILS TESTING	1 LS	$4,500.00	$4,500.00
			SUB TOTAL:	$7,000.00
	WATER UPSIZING			
4	16" C-900 WATER LINE	2680 LF	$91.86	$246,184.80
5	16" BEND	4 EA	$1,600.00	$6,400.00
6	16" TEE	4 EA	$2,830.00	$11,320.00
7	16" CROSS	2 EA	$6,200.00	$12,400.00
8	16" VALVE	9 EA	$2,375.00	$21,375.00
			SUB TOTAL:	$297,679.80
	IRRIGATION UPSIZING			
9	18" C-900 IRRIGATION LINE	2696 LF	$101.50	$273,644.00
10	18" BEND	4 EA	$2,375.00	$9,500.00
11	18" TEE	3 EA	$3,250.00	$9,750.00
12	18" CROSS	2 EA	$6,375.00	$12,750.00
13	18" VALVE	4 EA	$9,950.00	$39,800.00
			SUB TOTAL:	$345,444.00

GRAND TOTAL: $650,123.80

EXCLUSIONS:

NOTES:

1. **The city is to pay the upsizing of the 16" culinary and the 18" irrigation lines. The developer has been charged for the standard water/irrigation line pricing.**
2. **Concrete pricing is for 2025. 2026 pricing was not available at time of bid.**
3. **Bid does not include rock excavation that can not be ripped with a D8 Dozer or 330 Trackhoe.**
4. **Prices on the bid include the price of fuel at the date of signing. Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a change order.**
5. **Bid does not include the following: Over excavation of any kind, staking or engineering, rock excavation, ground water or materials stabilization, landscaping of any kind including topsoil or placement, yard or storm drainage, footing excavation, or replacement of property corners, reseeding of any kind, encroachment permits, grading permits,and inspection fees.**
6. **We are not responsible for water puddling on asphalt designed at less than 2% grade or concrete designed at less than .75% grade.**

ACCEPTED:

QUALITY EXCAVATION INC. OWNER

DATE DATE

CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR BACKLOT AND DESERT SKY PKWY WATER AND IRRIGATION UPSIZING WITH QUALITY EXCAVATION
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this Date by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, a Corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at Backlot and Desert Sky Parkway, St. George, Utah (the "Property"); and

WHEREAS, Developer is constructing Backlot and Desert Sky Parkway; and

WHEREAS, city has master planned piping within the roadways being constructed; and

WHEREAS, city desires to upsize the lines the contractor was required to install to the sizes needed per the masterplan to save costs and eliminate excess lines in the roadway; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT**. The contractor shall upsize the lines as per the approved plans in Desert Sky and Backlot Road.

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of

the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of $650,123.80. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES**. The representative for the City for this Project will be Kade Bringhurst. The representative for Developer will be Mike Bracken.

4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.

6. **COMPLIANCE WITH APPLICABLE LAWS**. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.

7. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the

subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

12. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Quality Excavation 1472 E 3950 S St. George, Utah 84790
Attention:	Kade Bringhurst	Attention:	Mike Bracken

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

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

15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS**. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation

not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

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

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

CITY: CITY OF ST. GEORGE	OWNER: Quality Excavation
Michele Randall, Mayor	Ed Burgess
Attest:	Approved as to form: City Attorney's Office
Christina Fernandez, City Recorder	Alicia Galvany Carlton, Assistant City Attorney

Agenda Date: 12/04/2025 **Agenda Item Number:** 3h

Subject:

Consider approval of Task #9 for the Air Traffic Control Tower Minimum Equipment List (MEL) Design & CM.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St. George

Reference Number: NA

Address/Location:

4508 South Airport Parkway

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

In support of the new Airport Traffic Control Tower (ATCT), which is currently scheduled to be completed in December, 2026, furniture and air traffic control equipment are required by the FAA to support Air Traffic Operations, this project includes the professional design services supporting the new furniture, equipment, associated services, and the preparation of documents related to the relocation of limited FAA Equipment.

Staff Narrative (need/purpose):

This project shall consist of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination Services for the procurement, construction and testing outlined in FAA Order 7210.78 Appendix A Minimum Equipment List (MEL). This scope of work is for the consulting services provided by the Engineer for the Sponsor.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $385,667.50

Amount approved in current FY budget for item: $2,000,000

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

Approved RY26

Description of funding source:

State Grant

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Task Order to Master Professional Services Agreement between Woolpert, Inc. and the City of St. George

Task Order # 9

Section 1. General

THIS TASK ORDER, made and entered into this ___ day of _____, 2025, by and between Woolpert, Inc., whose address is 720 Colorado Blvd Suite 1200-S, Glendale CO 80246, (hereinafter referred to as "Woolpert") and the City of St. George, a municipal corporation ("Client"), provides for Services by Woolpert under the Master Professional Services Agreement dated June 30, 2024, such Services described under Section 2 of this Task Order.

- Woolpert Project Number: 10020075.12
- Task Order Project Title: ATCT Minimum Equipment List

Client's Representative

- Name: Dustin Warren
- Address: 175 East 200 North, St. George, UT 84770
- Phone Number: 425.627.4080
- Email address: Dustin.Warren@sgcity.org

Woolpert's Representative

- Name: Tracey Salazar
- Address: 720 Colorado Blvd Suite 1200-S, Glendale CO 80246
- Phone Number: 303.524.3030
- Email address: Tracey. Salazar@woolpert.com

Section 2. Description of Services

The Services to be provided by Woolpert are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services is identified in accordance with Exhibit B: Compensation of this Task Order, which is incorporated by this reference.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 3, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

City of St. George:

Signed: _____

Name: Michele Randall

Title: Mayor

Woolpert, Inc.:

Signed: _____

Name: Zach Shuman

Title: Senior Associate

Attested to:

Signed: _____

Name: Christina Fernandez

Title: City Recorder

Approved as to form:

Signed: _____

Name: Alicia Carlton

Title: Assistant City Attorney

Design & CM at SCOPE OF WORK
FOR
St George Regional Airport (SGU)
St. George, Utah
NEW AIR TRAFFIC CONTROL TOWER MINIMUM EQUIPMENT LIST (MEL) DESIGN & CM

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated September 21, 2023, between St. George Regional Airport and Woolpert for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Woolpert is indicated as "Engineer." The construction budget for this project is approximately $2.0 Million. This budget does not include the Sponsor's administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination Services for the procurement, construction and testing outlined in FAA Order 7210.78 Appendix A Minimum Equipment List (MEL). This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit 1.0 below for a rendering of the new ATCT's location and design.



EXHIBIT 1.0

DESCRIPTION

In support of the new Airport Traffic Control Tower (ATCT), which is currently scheduled to be completed in December, 2026, furniture and air traffic control equipment are required by the FAA to support Air Traffic Operations, this project includes the professional design services supporting the new furniture, equipment, associated services, and the preparation of documents related to the relocation of limited FAA Equipment. Table 1.0 reflects items that will be included in the design to meet the FAA's MEL requirements for FAA Contract Towers (FCT).

FAA Minimum Equipment List (MEL) from FAA Order 7210.78		
VHF/UHF Radios/Transmitter	VHF/UHF Radios/Receivers	ATIS/AAIU
Radio back-up	Hand-held back-up	Antennas
Head Sets	Microphones	Speakers
Voice Switch	Telephone System	Telephone Handsets
Crash Telephone	Voice Recorder	DASI
Wind Sensor	Wind Display	Temperature & Dewpoint Sensor
Digital Time Source	Light Gun w/Battery/Charger	L-821 Lighting Panel
Equipment Racks	Binoculars	Flight Data Strip Holders
Aircraft Counter	Cab Equipment Consoles	Patch Panels in racks
Cab Shades	Cab Chairs	ATM Office Desk
Office Chairs	File Cabinet	Conference Room Table & Chairs

Table 1.0

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes**;** 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase and special services, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates and establish the proposed design schedule. Various meetings during the design phase will also be conducted to review the progress of the design, discuss miscellaneous installation details, proposed time frame of installation and identify any special requirements for the project. It is anticipated that there will be one (1) on-site meeting to meet with the Airport and FAA to discuss air traffic equipment maintenance; and up to three (3) virtual meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 FAA and Federal Communications Commission (FCC) Frequency Coordination. The Engineer will submit a frequency coordination request with the FAA Spectrum engineer to ensure the new frequencies do not create interference with any FAA equipment. Once approved by the FAA, the Engineer will submit an application with the FCC and include the new radios' coordinates. The FCC analysis and approval can take 10-12 months for a full evaluation of the frequencies. This task includes the Engineer's periodic coordination with them throughout the process.

1.04 Prepare Preliminary Opinion of Probable Construction Cost. This task includes creating a preliminary rough order of magnitude (ROM) opinion of probable construction cost, a preliminary opinion of probable working duration, a preliminary projected project schedule, and a preliminary overall project budget. The preliminary construction ROM cost will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.07.

1.05 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- ✈ Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ✈ The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules and stay within budget.
- ✈ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ✈ The Engineer will prepare and submit monthly invoicing.

These duties are estimated to take approximately 10 hours per month for the duration of planning and design of six (6) months .

1.06 Coordinate and schedule FAA provided Services, Airport systems and ASOS Services: The Engineer will coordinate with the FAA to establish a reimbursable agreement (RA) for new FAA telecommunication lines The Engineer will perform a thorough review of the RA once it is drafted for the Sponsor, a meeting to review the RA, two (2) meetings to discuss FAA service requirements. The Engineer will coordinate with the Airport to provide connections to services for Airfield Lighting Controls System, Crash Phone, and ILS Monitors. The Engineer will coordinate with the National Weather Service to arrange for the movement of connections related to the ASOS System.

PHASE 1 – PRELIMINARY DESIGN DELIVERABLES	TO FAA	TO SPONSOR
1.01 Meeting Agendas and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓
1.04 Preliminary Opinion of Probable Construction Cost and overall projected Preliminary Project Schedule	✓	✓
1.05 PSR, Monthly Invoicing, and other PM design coordination elements	✓	✓

PHASE 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meetings	• **Remote via Teams** - One (1) Senior Interior Designer, one (1) Project Manager III, one (1) Project Manager II, one (1) Architectural Project Manager II, one (1) Engineer and one (1) ATC Equipment Consultants – Assume three (3) virtual meetings each one (1) hour. • **St. George, UT** – One (1) Project Manager III and one (1) Program Director II for one (1) meeting with the Airport and FAA to discuss air traffic equipment maintenance - Assume one (1) traveler, two (2) days each for travel and attendance at meeting.
1.06 Coordinate and schedule relocation of FAA provided Services, Airport systems and ASOS Services	• **Remote via Teams** - Two (2) Project Manager III's and one (1) Program Director II – Assume two (2) virtual meetings each one (1) hour.

2.0 Design Phase

2.01 Bi-Weekly Design Meetings. The design team will conduct and attend virtual internal bi-weekly meetings during design to ensure design elements are being completed on schedule, to address any questions or concerns related to the design, and to ensure adequate resources are assigned to complete the design on schedule. This task is expected to require twelve (12) meetings over a six (6)-month timeframe.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Proposed Contract form, Bid Bond form, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Technical Specifications and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Construction Documents (CDs) (90%). This task includes preparing the following anticipated list of plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet including Index of Drawings	1
Furniture and Equipment Floor Plans	6
ATCT Cab Floor Plans	1
Telcom Legend	1
Telecom Floor Plans	6
Telecom Cab Floor Plan	2
Telecom Cab Roof Plan	1
Telecom & Equipment Rack Elevations	2
Telecom Details	3
Backbone Riser Diagrams	1
Control Cab Equipment Plan	1
ATCT Roof Details (Reference)	1
ATCT Building Elevations (Reference)	1
Architectural Enlarged Section @ Control Cab (reference)	1
Communication Cable Plan (Crash Phone Service)	1
ATCT Electrical Plans (Reference)	8
ATCT Electrical Panel Schedules (Reference)	1
Total Sheet Count	**38**

The Construction Documents Phase will prepare drawings based upon the approved design, and refine the extent, configuration, location, relationships, and dimensions of the work to be done. MEL Equipment Construction documents contain elevations, diagrams, and schedules. Documentation and drawings, along with written specifications and other project requirements, will be coordinated between disciplines.

The deliverables provided at the conclusion of the Construction Document Phase will be plans and specifications. The design team will perform the following work:

- Finalize Electrical/Data/Grounding to meet FAA Standards
- Finalize design calculations.
- Complete construction drawings
  - General Sheets including Cover Sheet, Index of Drawings, Phasing, Safety, Access, Staging Plans
  - Architectural including Floor Plans, Roof Plans, and Equipment Rack Elevations.
  - Electrical & data drawings including General Notes, Details, Backbone Wiring, Data and Systems Layout, and Crash Phone Cabling Site Plan
- Finalize Furniture and Equipment (F&E) package.
  - Complete schedule of F&E items to be procured
- Plan approval submittal.
  - Submit plans/specifications for bid packages to Sponsor and FAA
  - Incorporate final comments into documents.

2.04 Prepare Technical Specifications. This task includes assembling the technical specifications necessary for the project. FAA Orders and standards will be utilized as applicable to FAA Contract Towers (FCT). Additional 3-part specifications will be prepared to address work items for materials and items that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- MEL Equipment and Furniture
  - General
    - References
    - Qualifications
    - Submittals
    - Quality Assurance
    - Coordination
    - Transportation Handling and Storage
    - Warranty, Maintenance Support Documentation And Spares
    - On Site Training
    - Commissioning And On-Site Representative
  - Products
    - General Requirements
    - Voice Communications Control System (VCCS) Requirements
    - Main Radio Transmitters and Receivers
    - Tunable Backup Transceiver
    - Radio Antennas
    - Antenna/Cable Management:
    - Radio Filters
    - Voice Recording Requirements
    - Global Positioning System (GPS) Synchronized Clock
    - Automated Terminal Information System (ATIS)
    - ATIS/AWOS Interface Switch
    - Secondary Meteorological System
    - Relocate Existing AWI AWOS Operator Interface
    - Signal Light Gun
    - Aircraft Counter
    - Controller Chairs
    - Console Flight Bays and Strip Holders
    - Binoculars
    - Cabling, Wiring and Racks
    - Slatwall Consoles
  - Execution
    - Installation
    - Testing
    - FAA Scope
    - Touch Up and Repair

Additional Architectural 3-part Specifications will include, but are not limited to, the following items:

- DIVISION 24
  - 24 32 55 Procure and Install ATCT Communications and Weather Equipment
- DIVISION 27
  - 27 05 29 Hangars and Supports for Communications Systems
  - 27 05 33.13 Conduit for Communication Systems
  - 27 10 00 Structured Cabling
  - 27 71 90 Communications Cable
- DIVISION 28
  - 28 20 00 Video Surveillance

2.05 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to; Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Accident Prevention, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Construction Management Plan, and Instruction Manuals.

2.06 Calculate Estimated Quantities. This task includes calculating all necessary quantities and schedule of values for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.07 Prepare Opinion of Probable Construction Cost. Using the 90% design, the Consultant will prepare the opinion of probable construction cost. The opinion will be based on information obtained from previous projects, contractors, material suppliers, and other available databases.

2.08 Review Plans at 60% and 90% Complete. The Engineer will submit a 60% and 90% set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. A virtual meeting will be scheduled for a plan review. The project will also be reviewed with the FAA to obtain their concurrence with the design.

2.09 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer who performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

Including the Engineer's in-house quality control program into the project also provides engineering guidance to the design team throughout the life of the project design to steer the project in a manner that provides the best engineering judgment.

2.10 Prepare and Submit Final Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (30"x42"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

PHASE 2 - DELIVERABLES	TO FAA	TO SPONSOR
2.01 Project Meeting Minutes	✓	✓
2.02 Preliminary Contract Documents	✓	✓
2.03 60% and 90 % Construction Review Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.04 Technical Specifications	✓	✓
2.05 List of Preliminary Special Provisions.	✓	✓
2.07 Opinion of Probable Construction Cost	✓	✓
2.08 Review Plans at 60% and 90% Complete with Sponsor	✓	✓
2.10 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓

PHASE 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Bi-Weekly Design Meetings	• **Remote via Teams – Applicable project team members.** – Internal team coordination. Assume up to twelve (12) virtual meetings, each one (1) hour
2.08 Plan Review at 60% & 90% Complete.	• **Remote via Teams** - One (1) Project Manager III, one (1) Project Manager II, one (1) Architectural Project Manager II, two (2) Engineers and one (1) ATC Equipment Consultant – Assume two (2) virtual meetings each two (2) hours with the Sponsor.

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will be on site to conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements.

3.03 Prepare Addenda. Prepare and issue any necessary bid phase addenda to clarify and modify the project, as approved by the sponsor, based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process and as allowed by the Sponsor's procurement procedures, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project. All direction provided to a respective bidder shall be documents and issued to all bidders via the Addenda process.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of the submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.6. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

3.08 Provide Bids to FAA. The project Bid tab and letter of recommendation must be provided to the FAA for review and acceptance prior to the award of the contract.

PHASE 3 – BIDDING PHASE DOCUMENTS	TO FAA	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda & Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.07 Recommendation of Award	✓	✓
3.08 Provide Bid summarization to the FAA	✓	✓

PHASE 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	• **St. George, UT** – One (1) Project Manager III, and one (1) ATC Equipment Consultant - Assume travel and attendance for two (2) travelers at a two (2) hour meeting. • **Remote via Teams** - One (1) Senior Interior Designer, one (1) Architectural Project Manager II, one (1) Project Manager II, and two (2) BL Engineers - Assume one (1) virtual meeting at two (2) hours each.
3.05 Attend Bid Opening	• **St. George, UT** – One (1) Project Manager III - Assume travel and attendance at a two (2) hour meeting. • **Remote via Teams** - One (1) Architectural Project Manager II, one (1) Project Manager III and one (1) ATC Equipment Consultant - Assume one (1) virtual meeting at two (2) hours

4.0 Construction Administration (CA) Phase

4.01 Prepare Construction Contract and Documents. In agreement with the Sponsor & FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all bid phase addenda items, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These tasks will be 4 hours per month for 12 months and include:

- Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements, as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the Sponsor's procurement procedures.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, reviewing

project submittals as requested by Field Personnel, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.

- ✈ The Engineer will prepare and submit monthly invoicing.
- ✈ The Engineer will complete weekly project documentation, submittal reviews, Request for information (RFI) reviews, creating ASI's as necessary, attending OAC meetings weekly, and other coordination outside of their on-site time.

4.03 Provide FAA MEL Coordination. The Engineer will provide design coordination services to ensure the completion of all installation tasks required. These duties include the effort to answer construction phase RFI's, review submittals (i.e.: equipment, furniture, wiring, etc.) and provide updated details and drawings to address field conditions and changes.

4.04 Risk Management Planning and FAA Safety Risk Management Meetings (SRM). The Engineer will work with the Sponsor and FAA's Air Traffic personnel to develop a Risk Management Plan. The plan will identify risks associated with the ATCT MEL onsite work and provide mitigations and a phasing sequence to prevent critical impacts to Air Traffic operations. The plan will be monitored, adjusted, and briefed weekly throughout the Construction Management phase. The Engineer will assist the Sponsor at the FAA Safety Risk Management (SRM) meetings.

4.05 Prepare/Conduct Pre-Installation Meeting. The Engineer will conduct an on-site pre-installation meeting to review project & Sponsor requirements, prior to the commencement of installation.

4.06 Review Contractor's OSHA Compliant Safety Plan This task includes reviewing and providing comments on the Contractor's Safety Plan (SP) as The Engineer shall review to ensure that all applicable safety related procedures are addressed and meet the requirements of the Airport. The intent of the SP is to detail how the Contractor will comply with OSHA procedures applicable to the project scope. Following the award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SP, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SP- will be submitted to the Engineer for approval at least fourteen (14) days prior to the issuance of the Notice to Proceed to the Contractor.

4.07 Attend Weekly Construction Meetings. The Engineering Project Manager, Architecture Project Manager and ATC Consultant II will attend virtual weekly construction progress meetings throughout the duration of the procurement & installation phases of the project. It is estimated that this will involve up to twelve (12) weekly meetings.

4.08 Perform Site Visits During construction and Operational Readiness Inspection (ORI). The Engineer shall make site visits (assume 8hrs/day plus travel), as required, throughout the estimated #-month construction duration of the project. As of now, it is estimated that the Engineering team will be required to make up to four (4) site visits each at various stages of the construction work to oversee equipment installation and testing, support the FAA's FCT Operational Readiness Inspections and the ATCT operational cutover. Site observation reports to be provided to Sponsor & FAA

4.09 Coordinate Quality Control Testing. Quality Assurance Testing will be conducted by the Engineer during site visits. Test results will be gathered, and results will be analyzed and documented to ensure equipment operational parameters meet FAA standards. The Engineer will coordinate testing with the FAA and provide all documentation to the Sponsor and FAA. All reference parameters will need to be provided on FAA Form 6000-10. All Technical parameters will need to be provided on FAA Form 6000-8. These forms will be provided to the airport and the FAA.

PHASE 4 DELIVERABLES	TO FAA	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.03 Approved RFI Responses	✓	✓
4.04 Risk Management Plan and Assist with SRM Meetings	✓	✓
4.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.06 Review and Approval of SPCD and Final SPCD	✓	✓
4.07 Weekly Construction Progress Meeting Agenda and Minutes	✓	✓
4.08 Site Observation Visit Reports	✓	✓
4.09 FAA Form 6000-10 & FAA Form 6000-8	✓	✓

PHASE 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.04 Risk Management Planning and FAA SRM Meetings	**Remote via Teams** - Two (2) Project Manager III, one (1) Project Manager II, and one (1) ATC Equipment Consultant – Assume two (2) virtual meetings each two (2) hours with Sponsor and Air Traffic Manager.
4.05 Conduct Pre-Installation Meeting	**Remote via Teams** One (1) Project Manager II, one (1) Architectural Project Manager II and two (2) ATC Equipment Consultants - Assume one virtual two (2) hour meeting. **Jefferson City, MO** - One (1) Project Manager III including travel for attendance at the anticipated 2-hour meeting
4.07 Attend Weekly Construction Meetings	**Remote via Teams** - Two (2) Project Manager III's, one (1) Project Manager II, one (1) Architectural Project Manager II and two (2) ATC Equipment Consultants – Assume 12 virtual meetings, each one (1) hour.
4.08 Perform Site Visits During Construction	**St. George, UT** - Assume One (1) ATC Equipment Consultant traveler for one (1) full day onsite and two (2) travel days (4 site visits). One (1) Project manager III traveler for one (1) full day onsite and two (2) travel days (1 site visit).

5.0 *Post- Construction Coordination Phase*

5.01 Assemble Final Testing Results. The Engineer will assemble the testing data required for each system, which will include tests taken, verification for minimum number of tests per the system requirements, discussion of problems and tests necessary, and the technical performance report for applicable ATC equipment.

5.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and debris from the ATCT, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site / facility is clean.

5.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct a one (1) day, on-site final inspection. During the Final Inspection, if any items are discovered that still need to be addressed by the Contractor, the Engineer will develop a punch list of these items and provide this to the Sponsor and the Contractor.

5.04 Prepare Engineering Record Drawings. The Engineer, based on documentation provided by the contractor, will prepare the record drawings indicating modifications noted as being made during construction. PDF files of the record drawings will be provided to the Sponsor electronically.

5.05 Prepare Engineering Record Drawings for Relocated FAA Equipment. The Engineer, based on documentation provided by the FAA, will prepare the record drawings indicating modifications noted as being made during construction. PDF files of the record drawings will be provided to the Sponsor & FAA electronically.

5.06 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable Sponsor & FAA closeout checklist requirements.

5.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses provided, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project cost summary. The summary will be analyzed with the associated project funding.

PHASE 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Final Testing Report	✓	✓
5.02 Clean-up (i.e.: Punch) List	✓	✓
5.03 Final Inspection Report	✓	✓
5.04 Record Drawings – ATCT MEL	✓	✓
5.06 Final Construction Report	✓	✓
5.07 Project Cost Summary	✓	✓

PHASE 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Clean Up List Observation Visit	**St. George, UT** – One (1) Project Manager III; Assume full day site visit (1 site visit) and two (2) days travel.
5.03 Conduct Final Inspection	**St. George, UT** - One (1) ATC Equipment Consultant; Assume full day site visit (1 site visit) and two days travel.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Architectural and Building System specifications related to the MEL & FAA relocated Equipment elements will utilize the Construction Specifications Institute (CSI) Master Format organization for the divisions of specifications.

2. Reimbursable expenses are based on the following rates:

   - ✈ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - ✈ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates.

3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The included number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction issues.

6. All architectural and engineering work will be performed using accepted all architectural and engineering principles and practices and provide quality products that meet or exceed industry standards.

7. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

8. Because the Engineer has no control over the cost of installation-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made based on experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for installation, installation bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.
- Furniture Fixtures and Equipment (FFE) Procurement.
- Value Engineering studies to reduce project cost.
- Serving as an expert witness for the Sponsor in any litigation, surety claim, contractor bond activation, or other proceedings involving the project.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

Exhibit B

AIRPORT: St George Regional Airport
AIP/PROJ. NO.:
PROJECT NAME: SGU ATCT MEL Design - CM
DATE: November 18, 2025

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate		Total Cost
1.0 Preliminary Design Phase (Lump Sum)					
Practice Ldr I	8 hrs.	x	$ 325.00 /hr	=	$ 2,600.00
Engineer Project Mgr IV	4 hrs.	x	$ 305.00 /hr	=	$ 1,220.00
Engineer Project Mgr III	62 hrs.	x	$ 260.00 /hr	=	$ 16,120.00
Consultant I	12 hrs.	x	$ 295.00 /hr	=	$ 3,540.00
Consultant I	19 hrs.	x	$ 295.00 /hr	=	$ 5,605.00
Project Coordinator II	6 hrs.	x	$ 150.00 /hr	=	$ 900.00
Project Coordinator I	10 hrs.	x	$ 130.00 /hr	=	$ 1,300.00
Project Financial Analyst	8 hrs.	x	$ 170.00 /hr	=	$ 1,360.00
Engineer Project Mgr III	7 hrs.	x	$ 260.00 /hr	=	$ 1,820.00
Engineer in Training I	2 hrs.	x	$ 170.00 /hr	=	$ 340.00
BL Sr Designer	7 hrs.	x	$ 220.00 /hr	=	$ 1,540.00
BL Interior Designer Jr	4 hrs.	x	$ 125.00 /hr	=	$ 500.00
Arch Project Mgr II	5 hrs.	x	$ 230.00 /hr	=	$ 1,150.00
SUBTOTAL	154 hrs.		SUBTOTAL		$ 37,995.00
Reimbursables					
Travel & Airline Costs	2 Trip	x	$ 625.00 /Trip=		$ 1,250.00
Auto Rental	3 Day	x	$ 82.50 /Day=		$ 247.50
Auto Rental Gas	3 Day	x	$ 25.00 /Day=		$ 75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00 /Day=		$ 520.00
POV Mileage	160 Miles	x	$ 0.70 /Mile=		$ 112.00
Airport Parking	4 Day	x	$ 20.00 /Day=		$ 80.00
Per Diem	6 Day	x	$ 68.00 /Day=		$ 408.00
			SUBTOTAL		$ 2,692.50
	PHASE SUBTOTAL				$ 40,687.50

LABOR HOUR BREAKDOWN

TASK	Practice Ldr I	Engineer Project Mgr IV	Engineer Project Mgr III	Consultant I	Consultant I	Project Coordinator II	Project Coordinator I	Project Financial Analyst	Engineer Project Mgr III	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	Arch Project Mgr II		Phase Item Costs
Start Date: 12/15/2025 End Date: 7/11/2027	Kirk Nielsen	Engineer Project Mgr IV	Tracey Salazar	Consultant I	Dana Coutu	Cheyenne Yancey	Emily Yea	Pam Brun	Engineer Project Mgr III	Engineer In Training I	BL Sr Designer	BL Interior Designer Jr	Kevin Costello		
1.0 Preliminary Design Phase (Lump Sum)															
1.01 Coordination & Preparation of Meetings with the Sponsor and FAA			6	4	4	2	2	2					2		$ 5,280.00
Attend Coordination Meetings with the Sponsor and FAA	4		18	0	3				3		3		3		$ 8,995.00
1.02 Prepare Project Scope of Work and Contract	4		8			2	4	2							$ 4,540.00
1.03 FAA and FCC Frequency Coordination				4	4					2					$ 2,700.00
1.04 Prepare Preliminary Opinion of Probable Construction Cost			2	4	4						4	4			$ 4,260.00
1.05 Provide Project Coordination		4	24			2	4	4							$ 8,960.00
1.06 Coord. and Review FAA RA for FAA Telecon Service			2		2				2						$ 1,630.00
Attend FAA Svc. Requirements & RA Review Meetings with the Sponsor and FAA			2		2				2						$ 1,630.00
TOTALS	**8**	**4**	**62**	**12**	**19**	**6**	**10**	**8**	**7**	**2**	**7**	**4**	**5**	**0**	$ 37,995.00
PERCENTAGES	5%	3%	40%	8%	12%	4%	6%	5%	5%	1%	5%	3%	3%	0%	

Labor Category	Total Hours		Billing Rate		Total Cost
2.0 Design Phase (Lump Sum)					
Practice Ldr I	10 hrs.	x	$ 325.00 /hr	=	$ 3,250.00
Engineer Project Mgr III	40 hrs.	x	$ 260.00 /hr	=	$ 10,400.00
Engineer Project Mgr III	50 hrs.	x	$ 260.00 /hr	=	$ 13,000.00
Arch Project Mgr II	54 hrs.	x	$ 230.00 /hr	=	$ 12,420.00
Consultant I	46 hrs.	x	$ 295.00 /hr	=	$ 13,570.00
Consultant I	66 hrs.	x	$ 295.00 /hr	=	$ 19,470.00
Engineer Project Mgr IV	18 hrs.	x	$ 305.00 /hr	=	$ 5,490.00
Quality Control Manager	8 hrs.	x	$ 285.00 /hr	=	$ 2,280.00
Architectural Designer I	12 hrs.	x	$ 160.00 /hr	=	$ 1,920.00
Engineer in Training I	16 hrs.	x	$ 170.00 /hr	=	$ 2,720.00
BL Sr Designer	50 hrs.	x	$ 220.00 /hr	=	$ 11,000.00
BL Interior Designer Jr	38 hrs.	x	$ 125.00 /hr	=	$ 4,750.00
BL Sr Engineer	40 hrs.	x	$ 220.00 /hr	=	$ 8,800.00
BL Engineer	76 hrs.	x	$ 190.00 /hr	=	$ 14,440.00
SUBTOTAL	524 hrs.		SUBTOTAL		$ 123,510.00
Reimbursables					
Travel & Airline Costs	0 Trip	x	$ 625.00 /Trip=		
Auto Rental	0 Day	x	$ 82.50 /Day=		
Auto Rental Gas	0 Day	x	$ 25.00 /Day=		
Lodging + Tax & Fees	0 Day	x	$ 130.00 /Day=		
POV Mileage	0 Miles	x	$ 0.70 /Mile=		
Airport Parking	0 Day	x	$ 20.00 /Day=		
Per Diem	0 Day	x	$ 68.00 /Day=		
			SUBTOTAL		$ -
	PHASE SUBTOTAL				$ 123,510.00

TASK	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Engineer Project Mgr IV	Quality Control Manager	Architectural Designer I	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer		Phase Item Costs
Start Date: 1/1/2025 End Date: 5/30/2026	Kirk Nielsen	Tracey Salazar	Engineer Project Mgr III	Kevin Costello	Consultant I	Dana Coutu	Zachary Ambarianz	Chris Giessing	Joe Setter	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer		
2.0 Design Phase (Lump Sum)																
2.01 Bi-Weekly Design Meetings	2	6	12	12	12	12	0				6	0	12	0		$ 19,130.00
2.02 Prepare Preliminary Contract Documents		2	4			2										$ 2,150.00
2.03 Prepare Construction Documents (CDs) to 90%		2	6	8	6	12	2		8	4	8	12	4	24		$ 20,500.00
Prepare Equipment Relocation CD Package			4	8	6	16	12	4			8	8	4	16		$ 20,660.00
2.04 Prepare Technical Specifications			4		4	4	4	2		4	8	8	8	16		$ 13,170.00
2.05 Prepare Preliminary Special Provisions	2		4	4	2											$ 3,190.00
2.06 Calculate Estimated Quantities			2	4		4				8		4				$ 4,600.00
2.07 Prepare Opinion of Probable Construction Cost			4		2	2	4						4			$ 4,150.00
2.08 Prepare for Review Meetings at 60% & 90% Complete with Sponsor			4		4		4					2	2	4	4	$ 5,470.00
Attend 60% & 90 % Review Meetings	4		4		4		4					4		4		$ 7,240.00
2.09 Provide In-House Quality Control @ each Milestone Deliverable			4					8	8			4				$ 6,640.00
2.10 Prepare and Submit Final Const. Plans, Specs., Cont. Docs., and Design Report		2	4	4		4			4			2	4	4	16	$ 9,160.00
TOTALS	**10**	**40**	**50**	**54**	**46**	**66**	**18**	**8**	**12**	**16**	**50**	**38**	**40**	**76**	$	**123,510.00**
PERCENTAGES	2%	8%	10%	10%	9%	13%	3%	2%	2%	3%	10%	7%	8%	15%		

Labor Category	Total Hours		Billing Rate		Total Cost
3.0 Bidding Phase (Lump Sum)					
Practice Ldr I	4 hrs.	x	$ 325.00 /hr	=	$ 1,300.00
Engineer Project Mgr III	27 hrs.	x	$ 260.00 /hr	=	$ 7,020.00
Engineer Project Mgr III	8 hrs.	x	$ 260.00 /hr	=	$ 2,080.00
Consultant I	8 hrs.	x	$ 295.00 /hr	=	$ 2,360.00
Consultant I	28 hrs.	x	$ 295.00 /hr	=	$ 8,260.00
Arch Project Mgr II	18 hrs.	x	$ 230.00 /hr	=	$ 4,140.00
Project Coordinator II	20 hrs.	x	$ 150.00 /hr	=	$ 3,000.00
Engineer in Training I	2 hrs.	x	$ 170.00 /hr	=	$ 340.00
BL Sr Designer	6 hrs.	x	$ 220.00 /hr	=	$ 1,320.00
BL Interior Designer Jr	8 hrs.	x	$ 125.00 /hr	=	$ 1,000.00
BL Sr Engineer	4 hrs.	x	$ 220.00 /hr	=	$ 880.00
SUBTOTAL	133 hrs.		SUBTOTAL		$ 31,700.00
Reimbursables					
Travel & Airline Costs	2 Trip	x	$ 625.00 /Trip=		$ 1,250.00
Auto Rental	3 Day	x	$ 82.50 /Day=		$ 247.50
Auto Rental Gas	3 Day	x	$ 25.00 /Day=		$ 75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00 /Day=		$ 520.00
POV Mileage	160 Miles	x	$ 0.70 /Mile=		$ 112.00
Airport Parking	4 Day	x	$ 20.00 /Day=		$ 80.00
Per Diem	6 Day	x	$ 68.00 /Day=		$ 408.00
			SUBTOTAL		$ 2,692.50
	PHASE SUBTOTAL				$ 34,392.50

TASK	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Consultant I	Consultant I	Arch Project Mgr II	Project Coordinator II	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer			Phase Item Costs
Start Date: 6/1/2026 End Date: 7/30/2026	Zachary Shuman	Tracey Salazar	Engineer Project Mgr III	Consultant I	Dana Coutu	Kevin Costello	Cheyenne Yancey	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer			
3.0 Bidding Phase (Lump Sum)															
3.01 Provide Bid Assistance						8	16								$ 4,240.00
3.02 Prepare for Pre-Bid Meeting		1			2	2									$ 1,110.00
Attend Pre-Bid Meeting	2	2	2		16	2		2	2		4				$ 8,130.00
3.03 Prepare Addenda		2				2	4			4					$ 2,080.00
3.04 Consult with Prospective Bidders				8	4					4					$ 4,040.00
3.05 Attend Bid Opening	2	16	2		2	2			2						$ 6,820.00
3.06 Review Bid Proposals		2			4	2			2						$ 2,600.00
3.07 Prepare Recommendation of Award		2	2												$ 1,040.00
3.08 Provide Bids to FAA		2	2												$ 1,040.00
TOTALS	**4**	**27**	**8**	**8**	**28**	**18**	**20**	**2**	**6**	**8**	**4**	**0**	**0**	**0**	$ 31,700.00
PERCENTAGES	3%	20%	6%	6%	21%	14%	15%	2%	5%	6%	3%	0%	0%	0%	

Labor Category	Total Hours		Billing Rate		Total Cost
4.0 Construction Administration Phase (Lump Sum)					
Practice Ldr I	4 hrs.	x	$ 325.00 /hr	=	$ 1,300.00
Engineer Project Mgr III	92 hrs.	x	$ 260.00 /hr	=	$ 23,920.00
Arch Project Mgr II	50 hrs.	x	$ 230.00 /hr	=	$ 11,500.00
Consultant I	38 hrs.	x	$ 295.00 /hr	=	$ 11,210.00
Consultant I	180 hrs.	x	$ 295.00 /hr	=	$ 53,100.00
Engineer Project Mgr IV	14 hrs.	x	$ 305.00 /hr	=	$ 4,270.00
Engineer Project Mgr III	28 hrs.	x	$ 260.00 /hr	=	$ 7,280.00
Engineer in Training I	0 hrs.	x	$ 170.00 /hr	=	
Project Coordinator II	24 hrs.	x	$ 150.00 /hr	=	$ 3,600.00
Project Coordinator I	54 hrs.	x	$ 130.00 /hr	=	$ 7,020.00
Project Financial Analyst	12 hrs.	x	$ 170.00 /hr	=	$ 2,040.00
BL Sr Designer	34 hrs.	x	$ 220.00 /hr	=	$ 7,480.00
BL Interior Designer Jr	24 hrs.	x	$ 125.00 /hr	=	$ 3,000.00
SUBTOTAL	554 hrs.		SUBTOTAL		$ 135,720.00
Reimbursables					
Travel & Airline Costs	10 Trip	x	$ 625.00 /Trip=		$ 6,250.00
Auto Rental	30 Day	x	$ 82.50 /Day=		$ 2,475.00
Auto Rental Gas	30 Day	x	$ 25.00 /Day=		$ 750.00
Lodging + Tax & Fees	20 Day	x	$ 130.00 /Day=		$ 2,600.00
POV Mileage	800 Miles	x	$ 0.70 /Mile=		$ 560.00
Airport Parking	20 Day	x	$ 20.00 /Day=		$ 400.00
Per Diem	30 Day	x	$ 68.00 /Day=		$ 2,040.00
			SUBTOTAL		$ 15,075.00
	PHASE SUBTOTAL				$ 150,795.00

TASK	Practice Ldr I	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Engineer Project Mgr IV	Engineer Project Mgr III	Engineer in Training I	Project Coordinator II	Project Coordinator I	Project Financial Analyst	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer		Phase Item Costs
Start Date: 8/1/2026 End Date: 5/30/2027	Kirk Nielsen	Tracey Salazar	Kevin Costello	Consultant I	Dana Coutu	Zachary Ambarianz	Engineer Project Mgr III	Battal Hunton	Cheyenne Yancey	Emily Yea	Pam Brun	BL Sr Designer	BL Interior Designer Jr				
4.0 Construction Administration Phase (Lump Sum)																	
4.01 Prepare Construction Contract and Documents		8	16							8							$ 6,800.00
4.02 Provide Project Coordination		48							12	6	12						$ 17,100.00
4.03 Provide FAA MEL (Coordination RFI, Submittals, Etc.)			16	16	8				12	40			20	24			$ 15,160.00
4.04 Risk Management Planning and FAA SRM Coordination	2				4		12										$ 4,950.00
Attend Virtual Coordination Meetings with Sponsor & FAA		4		4	4		4										$ 4,440.00
4.05 Prepare for Pre-Construction Meeting		2	4	2	2								2				$ 3,060.00
Attend Pre-Construction Meeting	2	16	2	2	2												$ 6,410.00
4.06 Review Contractor's Safety Plan Compliance Document		2															$ 520.00
4.07 Attend Weekly Construction Meetings		12	12	12	12	12	12						12				$ 22,380.00
4.08 Perform Site Visits During Construction					144												$ 42,480.00
4.09 Coordinate Quality Control Testing				2	4	2											$ 2,380.00
TOTALS	**4**	**92**	**50**	**38**	**180**	**14**	**28**	**0**	**24**	**54**	**12**	**34**	**24**	**0**	$	**135,720.00**	
PERCENTAGES	1%	17%	9%	7%	32%	3%	5%	0%	4%	10%	2%	6%	4%	0%			

Labor Category	Total Hours		Billing Rate		Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)					
Practice Ldr I	2 hrs.	x	$ 325.00 /hr	=	$ 650.00
Engineer Project Mgr III	10 hrs.	x	$ 260.00 /hr	=	$ 2,600.00
Engineer Project Mgr III	28 hrs.	x	$ 260.00 /hr	=	$ 7,280.00
Arch Project Mgr II	22 hrs.	x	$ 230.00 /hr	=	$ 5,060.00
Consultant I	4 hrs.	x	$ 295.00 /hr	=	$ 1,180.00
Consultant I	44 hrs.	x	$ 295.00 /hr	=	$ 12,980.00
Architectural Designer I	24 hrs.	x	$ 160.00 /hr	=	$ 3,840.00
SUBTOTAL	134 hrs.		SUBTOTAL		$ 33,590.00
Reimbursables					
Travel & Airline Costs	2 Trip	x	$ 625.00 /Trip=		$ 1,250.00
Auto Rental	3 Day	x	$ 82.50 /Day=		$ 247.50
Auto Rental Gas	3 Day	x	$ 25.00 /Day=		$ 75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00 /Day=		$ 520.00
POV Mileage	160 Miles	x	$ 0.70 /Mile=		$ 112.00
Airport Parking	4 Day	x	$ 20.00 /Day=		$ 80.00
Per Diem	6 Day	x	$ 68.00 /Day=		$ 408.00
			SUBTOTAL		$ 2,692.50
	PHASE SUBTOTAL				$ 36,282.50

TASK	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Architectural Designer I									
Start Date: 9/1/2027 End Date: 8/1/2027	Kirk Nielsen	Tracey Salazar	Engineer Project Mgr III	Kevin Costello	Consultant I	Dana Coutu	Joe Setter									Phase Item Costs
5.0 Post Construction Coordination Phase (Lump Sum)																
5.01 Prepare Final Testing Report		2	2	4	4	12										$ 6,680.00
5.02 Prepare Clean Up Item List			24													$ 6,240.00
5.03 Conduct Final Inspection						24										$ 7,080.00
5.04 Prepare Engineering Record Drawings		2		8		4	24									$ 7,980.00
5.05 Prepare Engineering Record Drawings for Relocated FAA Equipment				⊕	⊕	⊕	⊕									
5.06 Prepare Final Construction Report		2	2	8												$ 2,880.00
5.07 Summarize	2	4		2		4										$ 3,130.00
TOTALS	**2**	**10**	**28**	**22**	**4**	**44**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$	**33,590.00**
PERCENTAGES	1%	7%	21%	16%	3%	33%	18%	0%	0%	0%	0%	0%	0%	0%		

	CONTRACT HOURS	PHASE FEE	REIMBURSABLE	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	154	$ 37,995.00	$ 2,692.50	$ 40,687.50
2.0 Design Phase (Lump Sum)	524	$ 123,510.00	$ -	$ 123,510.00
3.0 Bidding Phase (Lump Sum)	133	$ 31,700.00	$ 2,692.50	$ 34,392.50
	811	**SUBTOTAL $ 193,205.00**	**$ 5,385.00**	**$ 196,590.00**
PART B - SPECIAL SERVICES (LUMP SUM)				
4.0 Design Survey Phase (Lump Sum)				
4.0 Construction Administration Phase (Lump Sum)	554	$ 135,720.00	$ 15,075.00	$ 150,795.00
5.0 Post Construction Coordination Phase (Lump Sum)	134	$ 33,590.00	$ 2,692.50	$ 36,282.50
	688	**SUBTOTAL $ 169,310.00**	**$ 17,767.50**	**$ 187,077.50**
TOTAL	**1,499.0**	**$ 362,705.00**	**$ 23,152.50**	**$ 385,667.50**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

Design & CM at SCOPE OF WORK
FOR
St George Regional Airport (SGU)
St. George, Utah
NEW AIR TRAFFIC CONTROL TOWER MINIMUM EQUIPMENT LIST (MEL) DESIGN & CM

This is an Appendix attached to, made a part of and incorporated by reference with the Consulting Contract dated September 21, 2023, between St. George Regional Airport and Woolpert for providing professional services. For the remainder of this scope the St. George Regional Airport is indicated as "Sponsor" and Woolpert is indicated as "Engineer." The construction budget for this project is approximately $2.0 Million. This budget does not include the Sponsor's administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, and Technical Specifications, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination Services for the procurement, construction and testing outlined in FAA Order 7210.78 Appendix A Minimum Equipment List (MEL). This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit 1.0 below for a rendering of the new ATCT's location and design.



EXHIBIT 1.0

DESCRIPTION

In support of the new Airport Traffic Control Tower (ATCT), which is currently scheduled to be completed in December, 2026, furniture and air traffic control equipment are required by the FAA to support Air Traffic Operations, this project includes the professional design services supporting the new furniture, equipment, associated services, and the preparation of documents related to the relocation of limited FAA Equipment. Table 1.0 reflects items that will be included in the design to meet the FAA's MEL requirements for FAA Contract Towers (FCT).

FAA Minimum Equipment List (MEL) from FAA Order 7210.78		
VHF/UHF Radios/Transmitter	VHF/UHF Radios/Receivers	ATIS/AAIU
Radio back-up	Hand-held back-up	Antennas
Head Sets	Microphones	Speakers
Voice Switch	Telephone System	Telephone Handsets
Crash Telephone	Voice Recorder	DASI
Wind Sensor	Wind Display	Temperature & Dewpoint Sensor
Digital Time Source	Light Gun w/Battery/Charger	L-821 Lighting Panel
Equipment Racks	Binoculars	Flight Data Strip Holders
Aircraft Counter	Cab Equipment Consoles	Patch Panels in racks
Cab Shades	Cab Chairs	ATM Office Desk
Office Chairs	File Cabinet	Conference Room Table & Chairs

Table 1.0

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services,** which includes**;** 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6) On-Site Construction Coordination Phase and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase and special services, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates and establish the proposed design schedule. Various meetings during the design phase will also be conducted to review the progress of the design, discuss miscellaneous installation details, proposed time frame of installation and identify any special requirements for the project. It is anticipated that there will be one (1) on-site meeting to meet with the Airport and FAA to discuss air traffic equipment maintenance; and up to three (3) virtual meetings with the Sponsor and/or the FAA throughout the course of the design.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 FAA and Federal Communications Commission (FCC) Frequency Coordination. The Engineer will submit a frequency coordination request with the FAA Spectrum engineer to ensure the new frequencies do not create interference with any FAA equipment. Once approved by the FAA, the Engineer will submit an application with the FCC and include the new radios' coordinates. The FCC analysis and approval can take 10-12 months for a full evaluation of the frequencies. This task includes the Engineer's periodic coordination with them throughout the process.

1.04 Prepare Preliminary Opinion of Probable Construction Cost. This task includes creating a preliminary rough order of magnitude (ROM) opinion of probable construction cost, a preliminary opinion of probable working duration, a preliminary projected project schedule, and a preliminary overall project budget. The preliminary construction ROM cost will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.07.

1.05 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- ✈ Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- ✈ The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules and stay within budget.
- ✈ Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- ✈ The Engineer will prepare and submit monthly invoicing.

These duties are estimated to take approximately 10 hours per month for the duration of planning and design of six (6) months .

1.06 Coordinate and schedule FAA provided Services, Airport systems and ASOS Services: The Engineer will coordinate with the FAA to establish a reimbursable agreement (RA) for new FAA telecommunication lines The Engineer will perform a thorough review of the RA once it is drafted for the Sponsor, a meeting to review the RA, two (2) meetings to discuss FAA service requirements. The Engineer will coordinate with the Airport to provide connections to services for Airfield Lighting Controls System, Crash Phone, and ILS Monitors. The Engineer will coordinate with the National Weather Service to arrange for the movement of connections related to the ASOS System.

PHASE 1 – PRELIMINARY DESIGN DELIVERABLES	TO FAA	TO SPONSOR
1.01 Meeting Agendas and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor		✓
1.04 Preliminary Opinion of Probable Construction Cost and overall projected Preliminary Project Schedule	✓	✓
1.05 PSR, Monthly Invoicing, and other PM design coordination elements	✓	✓

PHASE 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meetings	• **Remote via Teams** - One (1) Senior Interior Designer, one (1) Project Manager III, one (1) Project Manager II, one (1) Architectural Project Manager II, one (1) Engineer and one (1) ATC Equipment Consultants – Assume three (3) virtual meetings each one (1) hour. • **St. George, UT** – One (1) Project Manager III and one (1) Program Director II for one (1) meeting with the Airport and FAA to discuss air traffic equipment maintenance - Assume one (1) traveler, two (2) days each for travel and attendance at meeting.
1.06 Coordinate and schedule relocation of FAA provided Services, Airport systems and ASOS Services	• **Remote via Teams** - Two (2) Project Manager III's and one (1) Program Director II – Assume two (2) virtual meetings each one (1) hour.

2.0 Design Phase

2.01 Bi-Weekly Design Meetings. The design team will conduct and attend virtual internal bi-weekly meetings during design to ensure design elements are being completed on schedule, to address any questions or concerns related to the design, and to ensure adequate resources are assigned to complete the design on schedule. This task is expected to require twelve (12) meetings over a six (6)-month timeframe.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Proposed Contract form, Bid Bond form, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Certification Statement Regarding Undocumented Individuals, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Technical Specifications and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Construction Documents (CDs) (90%). This task includes preparing the following anticipated list of plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet including Index of Drawings	1
Furniture and Equipment Floor Plans	6
ATCT Cab Floor Plans	1
Telcom Legend	1
Telecom Floor Plans	6
Telecom Cab Floor Plan	2
Telecom Cab Roof Plan	1
Telecom & Equipment Rack Elevations	2
Telecom Details	3
Backbone Riser Diagrams	1
Control Cab Equipment Plan	1
ATCT Roof Details (Reference)	1
ATCT Building Elevations (Reference)	1
Architectural Enlarged Section @ Control Cab (reference)	1
Communication Cable Plan (Crash Phone Service)	1
ATCT Electrical Plans (Reference)	8
ATCT Electrical Panel Schedules (Reference)	1
Total Sheet Count	**38**

The Construction Documents Phase will prepare drawings based upon the approved design, and refine the extent, configuration, location, relationships, and dimensions of the work to be done. MEL Equipment Construction documents contain elevations, diagrams, and schedules. Documentation and drawings, along with written specifications and other project requirements, will be coordinated between disciplines.

The deliverables provided at the conclusion of the Construction Document Phase will be plans and specifications. The design team will perform the following work:

- Finalize Electrical/Data/Grounding to meet FAA Standards
- Finalize design calculations.
- Complete construction drawings
  - General Sheets including Cover Sheet, Index of Drawings, Phasing, Safety, Access, Staging Plans
  - Architectural including Floor Plans, Roof Plans, and Equipment Rack Elevations.
  - Electrical & data drawings including General Notes, Details, Backbone Wiring, Data and Systems Layout, and Crash Phone Cabling Site Plan
- Finalize Furniture and Equipment (F&E) package.
  - Complete schedule of F&E items to be procured
- Plan approval submittal.
  - Submit plans/specifications for bid packages to Sponsor and FAA
  - Incorporate final comments into documents.

2.04 Prepare Technical Specifications. This task includes assembling the technical specifications necessary for the project. FAA Orders and standards will be utilized as applicable to FAA Contract Towers (FCT). Additional 3-part specifications will be prepared to address work items for materials and items that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- MEL Equipment and Furniture
  - General
    - References
    - Qualifications
    - Submittals
    - Quality Assurance
    - Coordination
    - Transportation Handling and Storage
    - Warranty, Maintenance Support Documentation And Spares
    - On Site Training
    - Commissioning And On-Site Representative
  - Products
    - General Requirements
    - Voice Communications Control System (VCCS) Requirements
    - Main Radio Transmitters and Receivers
    - Tunable Backup Transceiver
    - Radio Antennas
    - Antenna/Cable Management:
    - Radio Filters
    - Voice Recording Requirements
    - Global Positioning System (GPS) Synchronized Clock
    - Automated Terminal Information System (ATIS)
    - ATIS/AWOS Interface Switch
    - Secondary Meteorological System
    - Relocate Existing AWI AWOS Operator Interface
    - Signal Light Gun
    - Aircraft Counter
    - Controller Chairs
    - Console Flight Bays and Strip Holders
    - Binoculars
    - Cabling, Wiring and Racks
    - Slatwall Consoles
  - Execution
    - Installation
    - Testing
    - FAA Scope
    - Touch Up and Repair

Additional Architectural 3-part Specifications will include, but are not limited to, the following items:

- DIVISION 24
  - 24 32 55 Procure and Install ATCT Communications and Weather Equipment
- DIVISION 27
  - 27 05 29 Hangars and Supports for Communications Systems
  - 27 05 33.13 Conduit for Communication Systems
  - 27 10 00 Structured Cabling
  - 27 71 90 Communications Cable
- DIVISION 28
  - 28 20 00 Video Surveillance

2.05 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to; Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Accident Prevention, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, Liquidated Damages, Acceptance Testing, Construction Management Plan, and Instruction Manuals.

2.06 Calculate Estimated Quantities. This task includes calculating all necessary quantities and schedule of values for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.07 Prepare Opinion of Probable Construction Cost. Using the 90% design, the Consultant will prepare the opinion of probable construction cost. The opinion will be based on information obtained from previous projects, contractors, material suppliers, and other available databases.

2.08 Review Plans at 60% and 90% Complete. The Engineer will submit a 60% and 90% set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. A virtual meeting will be scheduled for a plan review. The project will also be reviewed with the FAA to obtain their concurrence with the design.

2.09 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer who performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

Including the Engineer's in-house quality control program into the project also provides engineering guidance to the design team throughout the life of the project design to steer the project in a manner that provides the best engineering judgment.

2.10 Prepare and Submit Final Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (30"x42"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

PHASE 2 - DELIVERABLES	TO FAA	TO SPONSOR
2.01 Project Meeting Minutes	✓	✓
2.02 Preliminary Contract Documents	✓	✓
2.03 60% and 90 % Construction Review Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.04 Technical Specifications	✓	✓
2.05 List of Preliminary Special Provisions.	✓	✓
2.07 Opinion of Probable Construction Cost	✓	✓
2.08 Review Plans at 60% and 90% Complete with Sponsor	✓	✓
2.10 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓

PHASE 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Bi-Weekly Design Meetings	• **Remote via Teams – Applicable project team members.** – Internal team coordination. Assume up to twelve (12) virtual meetings, each one (1) hour
2.08 Plan Review at 60% & 90% Complete.	• **Remote via Teams** - One (1) Project Manager III, one (1) Project Manager II, one (1) Architectural Project Manager II, two (2) Engineers and one (1) ATC Equipment Consultant – Assume two (2) virtual meetings each two (2) hours with the Sponsor.

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in two (2) newspapers (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms to maximize project exposure and generate interest in the project. The Engineer will coordinate payment for the project advertisement(s) and request reimbursement from the Sponsor as a pass-through cost during invoicing.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will be on site to conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements.

3.03 Prepare Addenda. Prepare and issue any necessary bid phase addenda to clarify and modify the project, as approved by the sponsor, based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process and as allowed by the Sponsor's procurement procedures, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project. All direction provided to a respective bidder shall be documents and issued to all bidders via the Addenda process.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of the submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgment of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.6. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

3.08 Provide Bids to FAA. The project Bid tab and letter of recommendation must be provided to the FAA for review and acceptance prior to the award of the contract.

PHASE 3 – BIDDING PHASE DOCUMENTS	TO FAA	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda & Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.07 Recommendation of Award	✓	✓
3.08 Provide Bid summarization to the FAA	✓	✓

PHASE 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	• **St. George, UT** – One (1) Project Manager III, and one (1) ATC Equipment Consultant - Assume travel and attendance for two (2) travelers at a two (2) hour meeting. • **Remote via Teams** - One (1) Senior Interior Designer, one (1) Architectural Project Manager II, one (1) Project Manager II, and two (2) BL Engineers - Assume one (1) virtual meeting at two (2) hours each.
3.05 Attend Bid Opening	• **St. George, UT** – One (1) Project Manager III - Assume travel and attendance at a two (2) hour meeting. • **Remote via Teams** - One (1) Architectural Project Manager II, one (1) Project Manager III and one (1) ATC Equipment Consultant - Assume one (1) virtual meeting at two (2) hours

4.0 Construction Administration (CA) Phase

4.01 Prepare Construction Contract and Documents. In agreement with the Sponsor & FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all bid phase addenda items, for the Sponsor's approval and signatures. Approximately five copies will be submitted to the successful Contractor for their signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These tasks will be 4 hours per month for 12 months and include:

- Time the Engineer spends planning, organizing, securing, and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements, as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the Sponsor's procurement procedures.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, reviewing

project submittals as requested by Field Personnel, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.

- ✈ The Engineer will prepare and submit monthly invoicing.
- ✈ The Engineer will complete weekly project documentation, submittal reviews, Request for information (RFI) reviews, creating ASI's as necessary, attending OAC meetings weekly, and other coordination outside of their on-site time.

4.03 Provide FAA MEL Coordination. The Engineer will provide design coordination services to ensure the completion of all installation tasks required. These duties include the effort to answer construction phase RFI's, review submittals (i.e.: equipment, furniture, wiring, etc.) and provide updated details and drawings to address field conditions and changes.

4.04 Risk Management Planning and FAA Safety Risk Management Meetings (SRM). The Engineer will work with the Sponsor and FAA's Air Traffic personnel to develop a Risk Management Plan. The plan will identify risks associated with the ATCT MEL onsite work and provide mitigations and a phasing sequence to prevent critical impacts to Air Traffic operations. The plan will be monitored, adjusted, and briefed weekly throughout the Construction Management phase. The Engineer will assist the Sponsor at the FAA Safety Risk Management (SRM) meetings.

4.05 Prepare/Conduct Pre-Installation Meeting. The Engineer will conduct an on-site pre-installation meeting to review project & Sponsor requirements, prior to the commencement of installation.

4.06 Review Contractor's OSHA Compliant Safety Plan This task includes reviewing and providing comments on the Contractor's Safety Plan (SP) as The Engineer shall review to ensure that all applicable safety related procedures are addressed and meet the requirements of the Airport. The intent of the SP is to detail how the Contractor will comply with OSHA procedures applicable to the project scope. Following the award of the project to the successful Contractor and prior to the issuance of the Notice to Proceed, the Engineer will review the SP, provide comments and ultimately approval of the document. It is anticipated that the document will require at least one re-submittal by the Contractor to address any missing information. The SP- will be submitted to the Engineer for approval at least fourteen (14) days prior to the issuance of the Notice to Proceed to the Contractor.

4.07 Attend Weekly Construction Meetings. The Engineering Project Manager, Architecture Project Manager and ATC Consultant II will attend virtual weekly construction progress meetings throughout the duration of the procurement & installation phases of the project. It is estimated that this will involve up to twelve (12) weekly meetings.

4.08 Perform Site Visits During construction and Operational Readiness Inspection (ORI). The Engineer shall make site visits (assume 8hrs/day plus travel), as required, throughout the estimated #-month construction duration of the project. As of now, it is estimated that the Engineering team will be required to make up to four (4) site visits each at various stages of the construction work to oversee equipment installation and testing, support the FAA's FCT Operational Readiness Inspections and the ATCT operational cutover. Site observation reports to be provided to Sponsor & FAA

4.09 Coordinate Quality Control Testing. Quality Assurance Testing will be conducted by the Engineer during site visits. Test results will be gathered, and results will be analyzed and documented to ensure equipment operational parameters meet FAA standards. The Engineer will coordinate testing with the FAA and provide all documentation to the Sponsor and FAA. All reference parameters will need to be provided on FAA Form 6000-10. All Technical parameters will need to be provided on FAA Form 6000-8. These forms will be provided to the airport and the FAA.

PHASE 4 DELIVERABLES	TO FAA	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.03 Approved RFI Responses	✓	✓
4.04 Risk Management Plan and Assist with SRM Meetings	✓	✓
4.05 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.06 Review and Approval of SPCD and Final SPCD	✓	✓
4.07 Weekly Construction Progress Meeting Agenda and Minutes	✓	✓
4.08 Site Observation Visit Reports	✓	✓
4.09 FAA Form 6000-10 & FAA Form 6000-8	✓	✓

PHASE 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.04 Risk Management Planning and FAA SRM Meetings	**Remote via Teams** - Two (2) Project Manager III, one (1) Project Manager II, and one (1) ATC Equipment Consultant – Assume two (2) virtual meetings each two (2) hours with Sponsor and Air Traffic Manager.
4.05 Conduct Pre-Installation Meeting	**Remote via Teams** One (1) Project Manager II, one (1) Architectural Project Manager II and two (2) ATC Equipment Consultants - Assume one virtual two (2) hour meeting. **Jefferson City, MO** - One (1) Project Manager III including travel for attendance at the anticipated 2-hour meeting
4.07 Attend Weekly Construction Meetings	**Remote via Teams** - Two (2) Project Manager III's, one (1) Project Manager II, one (1) Architectural Project Manager II and two (2) ATC Equipment Consultants – Assume 12 virtual meetings, each one (1) hour.
4.08 Perform Site Visits During Construction	**St. George, UT** - Assume One (1) ATC Equipment Consultant traveler for one (1) full day onsite and two (2) travel days (4 site visits). One (1) Project manager III traveler for one (1) full day onsite and two (2) travel days (1 site visit).

5.0 *Post- Construction Coordination Phase*

5.01 Assemble Final Testing Results. The Engineer will assemble the testing data required for each system, which will include tests taken, verification for minimum number of tests per the system requirements, discussion of problems and tests necessary, and the technical performance report for applicable ATC equipment.

5.02 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and debris from the ATCT, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site / facility is clean.

5.03 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct a one (1) day, on-site final inspection. During the Final Inspection, if any items are discovered that still need to be addressed by the Contractor, the Engineer will develop a punch list of these items and provide this to the Sponsor and the Contractor.

5.04 Prepare Engineering Record Drawings. The Engineer, based on documentation provided by the contractor, will prepare the record drawings indicating modifications noted as being made during construction. PDF files of the record drawings will be provided to the Sponsor electronically.

5.05 Prepare Engineering Record Drawings for Relocated FAA Equipment. The Engineer, based on documentation provided by the FAA, will prepare the record drawings indicating modifications noted as being made during construction. PDF files of the record drawings will be provided to the Sponsor & FAA electronically.

5.06 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable Sponsor & FAA closeout checklist requirements.

5.07 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses provided, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project cost summary. The summary will be analyzed with the associated project funding.

PHASE 5 DELIVERABLES	TO FAA/STATE	TO SPONSOR
5.01 Final Testing Report	✓	✓
5.02 Clean-up (i.e.: Punch) List	✓	✓
5.03 Final Inspection Report	✓	✓
5.04 Record Drawings – ATCT MEL	✓	✓
5.06 Final Construction Report	✓	✓
5.07 Project Cost Summary	✓	✓

PHASE 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Clean Up List Observation Visit	**St. George, UT** – One (1) Project Manager III; Assume full day site visit (1 site visit) and two (2) days travel.
5.03 Conduct Final Inspection	**St. George, UT** - One (1) ATC Equipment Consultant; Assume full day site visit (1 site visit) and two days travel.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. Architectural and Building System specifications related to the MEL & FAA relocated Equipment elements will utilize the Construction Specifications Institute (CSI) Master Format organization for the divisions of specifications.

2. Reimbursable expenses are based on the following rates:

   - ✈ Per diem for lodging and meals & incidentals is based on the US General Services Administration's (GSA) current rates for the project location. Local taxes and fees have been calculated and included in addition to the GSA lodging rate.
   - ✈ Vehicle mileage reimbursement is based on the GSA Privately Owned Vehicle Mileage Reimbursement Rates.

3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The included number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.

4. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.

5. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction issues.

6. All architectural and engineering work will be performed using accepted all architectural and engineering principles and practices and provide quality products that meet or exceed industry standards.

7. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

8. Because the Engineer has no control over the cost of installation-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made based on experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for installation, installation bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.
- Furniture Fixtures and Equipment (FFE) Procurement.
- Value Engineering studies to reduce project cost.
- Serving as an expert witness for the Sponsor in any litigation, surety claim, contractor bond activation, or other proceedings involving the project.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

AIRPORT: St George Regional Airport
AIP/PROJ. NO.:
PROJECT NAME: SGU ATCT MEL Design - CM
DATE: November 18, 2025

WOOLPERT

FEE BREAKDOWN

Labor Category	Total Hours		Billing Rate			Total Cost
1.0 Preliminary Design Phase (Lump Sum)						
Practice Ldr I	8 hrs.	x	$ 325.00	/hr	= $	2,600.00
Engineer Project Mgr IV	4 hrs.	x	$ 305.00	/hr	= $	1,220.00
Engineer Project Mgr III	62 hrs.	x	$ 260.00	/hr	= $	16,120.00
Consultant I	12 hrs.	x	$ 295.00	/hr	= $	3,540.00
Consultant I	19 hrs.	x	$ 295.00	/hr	= $	5,605.00
Project Coordinator II	6 hrs.	x	$ 150.00	/hr	= $	900.00
Project Coordinator I	10 hrs.	x	$ 130.00	/hr	= $	1,300.00
Project Financial Analyst	8 hrs.	x	$ 170.00	/hr	= $	1,360.00
Engineer Project Mgr III	7 hrs.	x	$ 260.00	/hr	= $	1,820.00
Engineer in Training I	2 hrs.	x	$ 170.00	/hr	= $	340.00
BL Sr Designer	7 hrs.	x	$ 220.00	/hr	= $	1,540.00
BL Interior Designer Jr	4 hrs.	x	$ 125.00	/hr	= $	500.00
Arch Project Mgr II	5 hrs.	x	$ 230.00	/hr	= $	1,150.00
SUBTOTAL	154 hrs.		SUBTOTAL		$	37,995.00
Reimbursables						
Travel & Airline Costs	2 Trip	x	$ 625.00	/Trip=	$	1,250.00
Auto Rental	3 Day	x	$ 82.50	/Day=	$	247.50
Auto Rental Gas	3 Day	x	$ 25.00	/Day=	$	75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00	/Day=	$	520.00
POV Mileage	160 Miles	x	$ 0.70	/Mile=	$	112.00
Airport Parking	4 Day	x	$ 20.00	/Day=	$	80.00
Per Diem	6 Day	x	$ 68.00	/Day=	$	408.00
			SUBTOTAL		$	2,692.50
	PHASE SUBTOTAL				$	40,687.50

LABOR HOUR BREAKDOWN

TASK																		
								LABOR CATEGORY										
	Start Date: 12/15/2025	End Date: 7/11/2027	Practice Ldr I	Engineer Project Mgr IV	Engineer Project Mgr III	Consultant I	Consultant I	Project Coordinator II	Project Coordinator I	Project Financial Analyst	Engineer Project Mgr III	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	Arch Project Mgr II		Phase Item Costs
1.0	**Preliminary Design Phase (Lump Sum)**		Kirk Nielsen	Engineer Project Mgr IV	Tracey Salazar	Consultant I	Dana Coutu	Cheyenne Yancey	Emily Yea	Pam Brun	Engineer Project Mgr III	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	Kevin Costello			
1.01	Coordination & Preparation of Meetings with the Sponsor and FAA				6	4	4	2	2	2					2		$	5,280.00
	Attend Coordination Meetings with the Sponsor and FAA		4		18	0	3			3			3		3		$	8,995.00
1.02	Prepare Project Scope of Work and Contract		4		8			4	2								$	4,540.00
1.03	FAA and FCC Frequency Coordination					4	4					2					$	2,700.00
1.04	Prepare Preliminary Opinion of Probable Construction Cost				2	4	4						4	4			$	4,260.00
1.05	Provide Project Coordination			4	24			2	4	4							$	8,960.00
1.06	Coord. and Review FAA RA for FAA Telecon Service				2		2				2						$	1,630.00
	Attend FAA Svc. Requirements & RA Review Meetings with the Sponsor and FAA				2		2				2						$	1,630.00
	TOTALS		**8**	**4**	**62**	**12**	**19**	**6**	**10**	**8**	**7**	**2**	**7**	**4**	**5**	**0**	$	97,995.00
	PERCENTAGES		5%	3%	40%	8%	12%	4%	6%	5%	5%	1%	5%	3%	3%	0%		

Labor Category	Total Hours		Billing Rate			Total Cost
2.0 Design Phase (Lump Sum)						
Practice Ldr I	10 hrs.	x	$ 325.00	/hr	= $	3,250.00
Engineer Project Mgr III	40 hrs.	x	$ 260.00	/hr	= $	10,400.00
Engineer Project Mgr III	50 hrs.	x	$ 260.00	/hr	= $	13,000.00
Arch Project Mgr II	54 hrs.	x	$ 230.00	/hr	= $	12,420.00
Consultant I	46 hrs.	x	$ 295.00	/hr	= $	13,570.00
Consultant I	66 hrs.	x	$ 295.00	/hr	= $	19,470.00
Engineer Project Mgr IV	18 hrs.	x	$ 305.00	/hr	= $	5,490.00
Quality Control Manager	8 hrs.	x	$ 285.00	/hr	= $	2,280.00
Architectural Designer I	12 hrs.	x	$ 160.00	/hr	= $	1,920.00
Engineer in Training I	16 hrs.	x	$ 170.00	/hr	= $	2,720.00
BL Sr Designer	50 hrs.	x	$ 220.00	/hr	= $	11,000.00
BL Interior Designer Jr	38 hrs.	x	$ 125.00	/hr	= $	4,750.00
BL Sr Engineer	40 hrs.	x	$ 220.00	/hr	= $	8,800.00
BL Engineer	76 hrs.	x	$ 190.00	/hr	= $	14,440.00
SUBTOTAL	524 hrs.		SUBTOTAL		$	123,510.00
Reimbursables						
Travel & Airline Costs	0 Trip	x	$ 625.00	/Trip=		
Auto Rental	0 Day	x	$ 82.50	/Day=		
Auto Rental Gas	0 Day	x	$ 25.00	/Day=		
Lodging + Tax & Fees	0 Day	x	$ 130.00	/Day=		
POV Mileage	0 Miles	x	$ 0.70	/Mile=		
Airport Parking	0 Day	x	$ 20.00	/Day=		
Per Diem	0 Day	x	$ 68.00	/Day=		
SUBTOTAL					$	-
PHASE SUBTOTAL					$	123,510.00

TASK																		
								LABOR CATEGORY										
	Start Date: 1/1/2025	End Date: 5/30/2026	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Engineer Project Mgr IV	Quality Control Manager	Architectural Designer I	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer		Phase Item Costs
2.0	**Design Phase (Lump Sum)**		Kirk Nielsen	Tracey Salazar	Engineer Project Mgr III	Kevin Costello	Consultant I	Dana Coutu	Zachary Ambarianz	Chris Giessing	Joe Sattar	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer		
2.01	Bi-Weekly Design Meetings		2	6	12	12	12	12	0				6	0	12	0	$	19,130.00
2.02	Prepare Preliminary Contract Documents			2	4			2									$	2,150.00
2.03	Prepare Construction Documents (CDs) to 90%			2	6	8	6	12	2		8	4	8	12	4	24	$	20,500.00
	Prepare Equipment Relocation CD Package			4	8	6	16	12	4				8	8	4	16	$	20,660.00
2.04	Prepare Technical Specifications			4		4	4	4	2			4	8	8	8	16	$	13,170.00
2.05	Prepare Preliminary Special Provisions		2	4	4	2											$	3,190.00
2.06	Calculate Estimated Quantities			2	4		4					8		4			$	4,600.00
2.07	Prepare Opinion of Probable Construction Cost			4		2	2	4									$	4,150.00
2.08	Prepare for Review Meetings at 60% & 90% Complete with Sponsor			4		4		4					2	2	4	4	$	5,470.00
	Attend 60% & 90 % Review Meetings		4	4	4	4		4					4		4	4	$	7,240.00
2.09	Provide In-House Quality Control @ each Milestone Deliverable				4				8	8			4				$	6,640.00
2.10	Prepare and Submit Final Const. Plans, Specs., Const. Docs., and Design Report			2	4	4		4			4		2	4	4	16	$	9,160.00
	TOTALS		**10**	**40**	**50**	**54**	**46**	**66**	**18**	**8**	**12**	**16**	**50**	**38**	**40**	**76**	$	123,510.00
	PERCENTAGES		2%	8%	10%	10%	9%	13%	3%	2%	2%	3%	10%	7%	8%	15%		

Labor Category	Total Hours		Billing Rate			Total Cost
3.0 Bidding Phase (Lump Sum)						
Practice Ldr I	4 hrs.	x	$ 325.00	/hr	= $	1,300.00
Engineer Project Mgr III	27 hrs.	x	$ 260.00	/hr	= $	7,020.00
Engineer Project Mgr III	8 hrs.	x	$ 260.00	/hr	= $	2,080.00
Consultant I	8 hrs.	x	$ 295.00	/hr	= $	2,360.00
Consultant I	28 hrs.	x	$ 295.00	/hr	= $	8,260.00
Arch Project Mgr II	18 hrs.	x	$ 230.00	/hr	= $	4,140.00
Project Coordinator II	20 hrs.	x	$ 150.00	/hr	= $	3,000.00
Engineer in Training I	2 hrs.	x	$ 170.00	/hr	= $	340.00
BL Sr Designer	6 hrs.	x	$ 220.00	/hr	= $	1,320.00
BL Interior Designer Jr	8 hrs.	x	$ 125.00	/hr	= $	1,000.00
BL Sr Engineer	4 hrs.	x	$ 220.00	/hr	= $	880.00
SUBTOTAL	133 hrs.		SUBTOTAL		$	31,700.00
Reimbursables						
Travel & Airline Costs	2 Trip	x	$ 625.00	/Trip=	$	1,250.00
Auto Rental	3 Day	x	$ 82.50	/Day=	$	247.50
Auto Rental Gas	3 Day	x	$ 25.00	/Day=	$	75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00	/Day=	$	520.00
POV Mileage	160 Miles	x	$ 0.70	/Mile=	$	112.00
Airport Parking	4 Day	x	$ 20.00	/Day=	$	80.00
Per Diem	6 Day	x	$ 68.00	/Day=	$	408.00
			SUBTOTAL		$	2,692.50
	PHASE SUBTOTAL				$	34,392.50

TASK																		
								LABOR CATEGORY										
	Start Date: 6/1/2026	End Date: 7/30/2026	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Consultant I	Consultant I	Arch Project Mgr II	Project Coordinator II	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer				Phase Item Costs
3.0	**Bidding Phase (Lump Sum)**		Zachary Shuman	Tracey Salazar	Engineer Project Mgr III	Consultant I	Dana Coutu	Kevin Costello	Cheyenne Yancey	Engineer in Training I	BL Sr Designer	BL Interior Designer Jr	BL Sr Engineer	BL Engineer				
3.01	Provide Bid Assistance							8	16									
3.02	Prepare for Pre-Bid Meeting			1			2	2									$	4,240.00
	Attend Pre-Bid Meeting		2	2	2		16	2		2	2		4				$	3,110.00
3.03	Prepare Addenda			2				2	4			4					$	8,530.00
3.04	Consult with Prospective Bidders					8	4					4					$	2,080.00
3.05	Attend Bid Opening		2	16	2		2	2			2						$	4,040.00
3.06	Review Bid Proposals			2			4	2			2						$	6,820.00
3.07	Prepare Recommendation of Award			2	2												$	3,000.00
3.08	Provide Bids to FAA			2	2												$	1,040.00
	TOTALS		**4**	**27**	**8**	**8**	**28**	**18**	**20**	**2**	**6**	**8**	**4**	**0**	**0**	**0**	$	1,040.00
	PERCENTAGES		3%	20%	6%	6%	21%	14%	15%	2%	5%	6%	3%	0%	0%	0%		31,700.00

Labor Category	Total Hours		Billing Rate			Total Cost
4.0 Construction Administration Phase (Lump Sum)						
Practice Ldr I	4 hrs.	x	$ 325.00	/hr	= $	1,300.00
Engineer Project Mgr III	92 hrs.	x	$ 260.00	/hr	= $	23,920.00
Arch Project Mgr II	50 hrs.	x	$ 230.00	/hr	= $	11,500.00
Consultant I	38 hrs.	x	$ 295.00	/hr	= $	11,210.00
Consultant I	180 hrs.	x	$ 295.00	/hr	= $	53,100.00
Engineer Project Mgr IV	14 hrs.	x	$ 305.00	/hr	= $	4,270.00
Engineer Project Mgr III	28 hrs.	x	$ 260.00	/hr	= $	7,280.00
Engineer in Training I	0 hrs.	x	$ 170.00	/hr	=	
Project Coordinator II	24 hrs.	x	$ 150.00	/hr	= $	3,600.00
Project Coordinator I	54 hrs.	x	$ 130.00	/hr	= $	7,020.00
Project Financial Analyst	12 hrs.	x	$ 170.00	/hr	= $	2,040.00
BL Sr Designer	34 hrs.	x	$ 220.00	/hr	= $	7,480.00
BL Interior Designer Jr	24 hrs.	x	$ 125.00	/hr	= $	3,000.00
SUBTOTAL	554 hrs.		SUBTOTAL		$	135,720.00
Reimbursables						
Travel & Airline Costs	10 Trip	x	$ 625.00	/Trip=	$	6,250.00
Auto Rental	30 Day	x	$ 82.50	/Day=	$	2,475.00
Auto Rental Gas	30 Day	x	$ 25.00	/Day=	$	750.00
Lodging + Tax & Fees	20 Day	x	$ 130.00	/Day=	$	2,600.00
POV Mileage	800 Miles	x	$ 0.70	/Mile=	$	560.00
Airport Parking	20 Day	x	$ 20.00	/Day=	$	400.00
Per Diem	30 Day	x	$ 68.00	/Day=	$	2,040.00
			SUBTOTAL		$	15,075.00
	PHASE SUBTOTAL				$	150,795.00

TASK																		
								LABOR CATEGORY										
	Start Date: 8/1/2026	End Date: 5/30/2027	Practice Ldr I	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Engineer Project Mgr IV	Engineer Project Mgr III	Engineer in Training I	Project Coordinator II	Project Coordinator I	Project Financial Analyst	BL Sr Designer	BL Interior Designer Jr			Phase Item Costs
4.0	**Construction Administration Phase (Lump Sum)**		Kirk Nielsen	Tracey Salazar	Kevin Costello	Consultant I	Dana Coutu	Zachary Ambarianz	Engineer Project Mgr III	Battal Hunton	Cheyenne Yancey	Emily Yea	Pam Brun	BL Sr Designer	BL Interior Designer Jr			
4.01	Prepare Construction Contract and Documents			8	16							8					$	6,800.00
4.02	Provide Project Coordination			48							12	6	12				$	17,100.00
4.03	Provide FAA MEL (Coordination RFI, Submittals, Etc.)				16	16	8				12	40		20	24		$	15,160.00
4.04	Risk Management Planning and FAA SRM Coordination		2				4		12								$	4,950.00
	Attend Virtual Coordination Meetings with Sponsor & FAA			4		4	4		4								$	4,440.00
4.05	Prepare for Pre-Construction Meeting			2	4	2	2							2			$	3,060.00
	Attend Pre-Construction Meeting		2	16	2	2	2										$	6,410.00
4.06	Review Contractor's Safety Plan Compliance Document			2													$	520.00
4.07	Attend Weekly Construction Meetings			12	12	12	12	12	12					12			$	22,380.00
4.08	Perform Site Visits During Construction						144										$	42,480.00
4.09	Coordinate Quality Control Testing					2	4	2									$	2,380.00
	TOTALS		**4**	**92**	**50**	**38**	**180**	**14**	**28**	**0**	**24**	**54**	**12**	**34**	**24**	**0**	$	135,720.00
	PERCENTAGES		1%	17%	9%	7%	32%	3%	5%	0%	4%	10%	2%	6%	4%	0%		

Labor Category	Total Hours		Billing Rate			Total Cost
5.0 Post Construction Coordination Phase (Lump Sum)						
Practice Ldr I	2 hrs.	x	$ 325.00	/hr	= $	650.00
Engineer Project Mgr III	10 hrs.	x	$ 260.00	/hr	= $	2,600.00
Engineer Project Mgr III	28 hrs.	x	$ 260.00	/hr	= $	7,280.00
Arch Project Mgr II	22 hrs.	x	$ 230.00	/hr	= $	5,060.00
Consultant I	4 hrs.	x	$ 295.00	/hr	= $	1,180.00
Consultant I	44 hrs.	x	$ 295.00	/hr	= $	12,980.00
Architectural Designer I	24 hrs.	x	$ 160.00	/hr	= $	3,840.00
SUBTOTAL	134 hrs.		SUBTOTAL		$	33,590.00
Reimbursables						
Travel & Airline Costs	2 Trip	x	$ 625.00	/Trip=	$	1,250.00
Auto Rental	3 Day	x	$ 82.50	/Day=	$	247.50
Auto Rental Gas	3 Day	x	$ 25.00	/Day=	$	75.00
Lodging + Tax & Fees	4 Day	x	$ 130.00	/Day=	$	520.00
POV Mileage	160 Miles	x	$ 0.70	/Mile=	$	112.00
Airport Parking	4 Day	x	$ 20.00	/Day=	$	80.00
Per Diem	6 Day	x	$ 68.00	/Day=	$	408.00
			SUBTOTAL		$	2,692.50
	PHASE SUBTOTAL				$	36,282.50

TASK																		
								LABOR CATEGORY										
	Start Date: 5/1/2027	End Date: 8/1/2027	Practice Ldr I	Engineer Project Mgr III	Engineer Project Mgr III	Arch Project Mgr II	Consultant I	Consultant I	Architectural Designer I									Phase Item Costs
5.0	**Post Construction Coordination Phase (Lump Sum)**		Kirk Nielsen	Tracey Salazar	Engineer Project Mgr III	Kevin Costello	Consultant I	Dana Coutu	Joe Sattar									
5.01	Prepare Final Testing Report			2	2	4	4	12									$	6,680.00
5.02	Prepare Clean Up Item List				24												$	6,240.00
5.03	Conduct Final Inspection							24									$	7,080.00
5.04	Prepare Engineering Record Drawings			2		8		4	24								$	7,580.00
5.05	Prepare Engineering Record Drawings for Relocated FAA Equipment					⊕	⊕	⊕	⊕									
5.06	Prepare Final Construction Report			2	2	8											$	2,880.00
5.07	Summarize		2	4		2		4									$	3,130.00
	TOTALS		**2**	**10**	**28**	**22**	**4**	**44**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	$	33,590.00
	PERCENTAGES		1%	7%	21%	16%	3%	33%	18%	0%	0%	0%	0%	0%	0%	0%		

	CONTRACT HOURS	PHASE FEE	REIMBURSABLE	TOTAL COST
PART A - BASIC SERVICES (LUMP SUM)				
1.0 Preliminary Design Phase (Lump Sum)	154	$ 37,995.00	$ 2,692.50	$ 40,687.50
2.0 Design Phase (Lump Sum)	524	$ 123,510.00	$ -	$ 123,510.00
3.0 Bidding Phase (Lump Sum)	133	$ 31,700.00	$ 2,692.50	$ 34,392.50
	811	**SUBTOTAL $ 193,205.00**	**$ 5,385.00**	**$ 198,590.00**
PART B - SPECIAL SERVICES (LUMP SUM)				
4.0 Design Survey Phase (Lump Sum)				
4.0 Construction Administration Phase (Lump Sum)	554	$ 135,720.00	$ 15,075.00	$ 150,795.00
5.0 Post Construction Coordination Phase (Lump Sum)	134	$ 33,590.00	$ 2,692.50	$ 36,282.50
	688	**SUBTOTAL $ 169,310.00**	**$ 17,767.50**	**$ 187,077.50**
TOTAL	**1,499.0**	**$ 362,705.00**	**$ 23,152.50**	**$ 385,667.50**

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidelines. At the time of invoicing mileage will be invoiced in accordance with published IRS rates at the time of service and per diem will be invoiced in accordance with published GSA rates at the time of service. Lodging will be invoiced as actual expense incurred except in the cases where specific client requirements exist that limit lodging to GSA standards.

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

St.George
THE BRIGHTER SIDE

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH WOOLPERT, INC.

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on June 30, 2024, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Woolpert, Inc., with offices at 35 S. 400 W, Suite 200, St George, UT 84770 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide (See Exhibit A) (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

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

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

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

1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 40% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. PROJECT SERVICES DESCRIPTION.

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

3. **TERM OF AGREEMENT.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for five (5) years unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.

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

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

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed the amounts

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

listed in Exhibit A.

5. **INVOICING, PAYMENT, NOTICES.**

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

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

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

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

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

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

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

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

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

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.

ii. Comprehensive general liability insurance for injuries, including

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars (umbrella coverage may be considered).

iii. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

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

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

13. **DOCUMENTS.**

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

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

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

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

CITY:	City of St. George 175 East 200 North St George, UT 74770 City Attorney legal@sgcity.org	CONSULTANT:	WOOLPERT, INC 35 S 400 W, Suite 200 St George, UT 84770 Jason Virzi, VP
		Attention:	

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

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

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

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

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

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

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

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

DocuSign Envelope ID: 8219E859-7A95-41D2-91E1-59FD3B0FEAE6

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

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

CITY OF ST. GEORGE

DocuSigned by:
Michele Randall
45F03D8BD52747F...
Michele Randall, Mayor

ATTEST:

DocuSigned by:
13455BEE2572484...
Christina Fernandez, City Recorder

WOOLPERT, INC.

DocuSigned by:
Jason Virzi
88C66044F188434...
Jason Virzi, Vice President

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

~~Jami Brackin, City Attorney~~
Ryan Dooley, City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the "City") and the following individual or entity ("Contractor"):

Name: WOOLPERT, INC.

Address: 35 S. 400 W., Suite 200, St George, UT 84770

Email: Kirk.Nielsen@woolpert.com Phone Number: _____

Scope of Services and/or Deliverables by Contractor:

- See attached SOW
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Compensation: City shall pay Contractor the following sum:

- Amount will be based on each project through an Amendment to this agreement.
- _____
- _____

Scope of Work

Proposed list of projects to be complete by June 2029:

1. Acquire Airport Equipment
2. Pavement Preservation – Airside and Landside
3. Construct and Reconstruct Parallel Taxiways Alpha and Bravo and Connectors
4. Safety Area Grading
5. Design and Construct Rental Car Parking Spaces and Car Wash Facility
6. Design and Construct West General Aviation Taxilanes
7. Design and Construct East General Aviation Apron and Taxilanes
8. Design and Construct Terminal Building, Remodel and Expansion
9. Terminal Building and Rental Car Parking Lot Expansions
10. Airport Drainage Rehabilitation
11. Design and Construct Tower and Supporting Infrastructure
12. Runway and Taxiway Lighting Upgrades and New Installation
13. Relocate and Construct Taxiway A-4, A-3 and B-2 Taxiways
14. Design and Construct Cargo Apron and Taxiways
15. Rehabilitate Runway 1/19 North and South Ends
16. Land Acquisition
17. Electrical Engineering for Associated Projects and as Needed.
18. Conduct Environmental Studies for Projects Listed Above.

The above-contemplated projects are dependent upon federal AIP, local funding, and approval of the Sponsor, so it shall be understood that some of the services related to the above-listed projects may be deleted and that the Sponsor reserves the right to initiate additional services not included in the initial procurement.

Agenda Date: 12/04/2025 **Agenda Item Number:** 3i

Subject:

Consider approval of a fee waiver for the Desert Hills High School Fundraiser Pickleball Tournament.

Item at-a-glance:

Staff Contact: Shane Moore/Cody Schmitt

Applicant Name: John Cottam

Reference Number: John Cottam/DHHS Student Council

Address/Location:

2149 Horseman Park Drive

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

Desert Hills High School Student Council has requested the use of City pickleball courts to host a fundraising tournament as part of their annual Gold Rush Christmas Fundraiser Program. This year, the program aims to support a family in our community and is being organized by Student Council member John Cottam.

Staff Narrative (need/purpose):

The City maintains an interlocal agreement with the Washington County School District that encourages collaboration, shared use of facilities, and support for student-led community initiatives. The proposed fundraiser aligns with the intent of this agreement by promoting civic engagement, leadership, and charitable service within the community.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff has reviewed the request and identified no operational concerns that would prevent the tournament from taking place. The impact on City facilities and resources is expected to be minimal. Because the event is nonprofit in nature, provides direct benefit to a local family in need, and supports an established school district charitable program, staff believes it is appropriate to consider a waiver of facility use fees for this event.Based on these factors, staff recommends that the City Council approve the requested fee waiver for Desert Hills High School Student Councils pickleball fundraising tournament.

Agenda Date: 12/04/2025 **Agenda Item Number:** 04

Subject:

Public hearing and consideration of Resolution No. 2025-027R to review and approve amendments to the Fiscal Year 2025-26 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

Budget amendments are requested for this year's compensation study and for a capital expenditure from a donation received.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $291,011

Amount approved in current FY budget for item: $275,011

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

This item is to request amendments to the budget as detailed in Exhibit A.

Description of funding source:

This item is to request amendments to the budget as detailed in Exhibit A.

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

Attachments

RESOLUTION NO. _____

AMENDING THE 2025-2026 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 4th day of December, 2025, upon motion duly made and seconded, it is

RESOLVED that the 2025-2026 fiscal budget for the City of St. George thereto is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 4TH DAY OF DECEMBER, 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2025-26
December 4, 2025

EXHIBIT A

St.George
THE BRIGHTER SIDE

GENERAL FUND ADJUSTMENTS

			Debit	Credit
1	10-4810-1200	General Fund - Market & Merit		247,833
	10-4810-9100	General Fund - Transfer to General Capital Project Fund		27,178
	10-4131	General Fund - City Manager Department - Wage, FICA, Retirement, WC	53,018	
	10-4135	General Fund - Human Resources - Wage, FICA, Retirement, WC	9,564	
	10-4140	General Fund - Budget & Financial Planning - Wage, FICA, Retirement, WC	6,316	
	10-4141	General Fund - Finance - Wage, FICA, Retirement, WC	12,367	
	10-4142	General Fund - Technology Services - Wage, FICA, Retirement, WC	5,466	
	10-4145	General Fund - Legal Services - Wage, FICA, Retirement, WC	24,038	
	10-4160	General Fund - Facility Services - Wage, FICA, Retirement, WC	22,046	
	10-4211	General Fund - Police - Wage, FICA, Retirement, WC	25,033	
	10-4220	General Fund - Fire - Wage, FICA, Retirement, WC	26,482	
	10-4411	General Fund - Public Works - Wage, FICA, Retirement, WC	12,902	
	10-4450	General Fund - Engineering - Wage, FICA, Retirement, WC	8,548	
	10-4510	General Fund - Parks - Wage, FICA, Retirement, WC	8,380	
	10-4561	General Fund - Recreation Administration - Wage, FICA, Retirement, WC	8,593	
	10-4566	General Fund - Parks & Community Services Administration - Wage, FICA, Retireme	12,398	
	10-4568	General Fund - Marathon - Wage, FICA, Retirement, WC	8,012	
	10-4652	General Fund - Economic Development - Wage, FICA, Retirement, WC	4,331	
	10-4653	General Fund - Development Services - Wage, FICA, Retirement, WC	12,707	
	10-5400	General Fund - Airport - Wage, FICA, Retirement, WC	14,810	
	40-38200	General Capital Project Fund - Transfer from Other Funds	27,178	
	40-38800	General Capital Project Fund - Appropriation of Fund Balance		27,178

The City conducts an annual compensation study to ensure competitiveness within the municipal market in Utah. As part of this study, employees may qualify for both a market adjustment and a merit adjustment. The market adjustment reflects wage growth in the municipal market in Utah, ensuring employee pay remains competitive. The merit adjustment is based on an employee's comp ratio and performance evaluation and is intended to reward good performance. The annual compensation study plays a vital role in the City's ability to attract and retain qualified, skilled employees, ensuring consistent and effective service delivery to residents, businesses, and visitors. This study aligns with the City Council's priority of maintaining a highly qualified workforce. Funding is available by reallocating funds in the FY 2026 General Fund budget within the debt service and transfers divisional budget. Staff requests to reallocate $275,011 for the FY 2025 compensation study.

2	10-38100	General Fund - Donations		16,000
	55-5575-7300	General Fund - Sunbrook Golf Course - Capital Improvements	16,000	

The Golf Division requests to amend the budget to utilize donated funds to replace the piers underneath the Woodbridge at the Sunbrook Golf Course. During October the City received a large donation from a retired employee for improvements and programming at the city's golf courses. Staff would like to utilize $16,000 of this donation towards the replacement of piers underneath the wood bridge at the Sunbrook Golf Course. These piers are 35 years old and have deteriorated and are in need of replacement. Staff requests to amend the budget in the amount of $16,000 for the replacement of the piers at the Sunbrook Golf Course.

Agenda Date: 12/04/2025 **Agenda Item Number:** 05

Subject:

Public hearing concerning compensation increases for executive municipal officers as determined by the city's annual compensation study.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 S. Main

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

The City conducts a compensation study each year to ensure our competitiveness with the municipal market within Utah. This study is critical in helping the city attract and retain qualified and skilled employees to provide consistent and effective delivery of services for our residents, businesses and visitors to the community. Effective May 1, 2024, the state legislature approved SB 91 which requires a public hearing to be held on the compensation increases determined as part of the city's annual compensation study prior to including these increases within the city's budget for municipal officers. Staff recommends holding the public hearing. No action is required.

Staff Narrative (need/purpose):

The City conducts an annual compensation study to ensure competitiveness within the municipal market in Utah. As part of this study, employees may qualify for both a market adjustment and a merit adjustment. The market adjustment reflects wage growth in the municipal market in Utah, ensuring employee pay remains competitive. The merit adjustment is based on an employee's comp ratio and performance evaluation and is intended to reward good performance. The annual compensation study plays a vital role in the City's ability to attract and retain qualified, skilled employees, ensuring consistent and effective service delivery to residents, businesses, and visitors. This study aligns with the City Council's priority of maintaining a highly qualified workforce. Effective May 1, 2024, SB 91, approved by the state legislature, requires a public hearing to be held regarding compensation increases identified in the City's annual compensation study before these adjustments are included in the municipal budget for officers. Details of proposed pay changes for executive municipal officer positions are included in Exhibit A of this item.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $305,594

Amount approved in current FY budget for item: $275,823

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

Funding is available by reallocating funds within the FY 2026 General Fund Budget.

Description of funding source:

Funding is available by reallocating funds within the FY 2026 General Fund Budget.

Recommendation (Include any conditions):

Staff recommends holding the public hearing. No action is required.

Attachments

FY 2026 Proposed Pay Adjustments for Executive Municipal Officers

Position	Market %	Merit %
CITY MANAGER	7.7%	2.0%
CITY RECORDER	7.7%	2.0%
GOVERNMENT AFFAIRS DIRECTOR	7.7%	0.5%
ASSISTANT CITY MANAGER	7.7%	2.0%
HUMAN RESOURCES DIRECTOR	5.1%	4.0%
CITY TREASURER	5.1%	2.0%
INTERIM FINANCE DIRECTOR (EXEMPT)	7.7%	3.0%
ASSISTANT OPERATIONS DIR - TECH SERVICES	2.5%	2.0%
CITY ATTORNEY	7.7%	2.0%
DEPUTY CITY ATTORNEY	0.0%	0.0%
ASSISTANT OPERATIONS DIRECTOR - FACILITIES SERVICE	7.7%	2.0%
OPERATIONS DIRECTOR	7.7%	2.0%
CHIEF OF POLICE	7.7%	2.0%
DEPUTY CHIEF OF POLICE	5.1%	2.0%
DEPUTY FIRE CHIEF (80/hrs)	5.1%	3.0%
FIRE CHIEF	10.4%	2.0%
PUBLIC WORKS DIRECTOR	7.7%	2.0%
ASSISTANT PUBLIC WORKS DIRECTOR	5.1%	2.0%
ASSISTANT P&C SERVICES DIRECTOR - PARKS	7.7%	2.0%
ASSISTANT P&C SERVICES DIR REC PROG/FACILITIES	7.7%	2.0%
PARKS AND COMMUNITY SERVICES DIRECTOR	7.7%	3.0%
ASSISTANT P&C SERVICES DIRECTOR - ARTS/EVENTS	7.7%	2.0%
ECONOMIC DEVELOPMENT DIRECTOR	0.0%	4.0%
COMMUNITY DEVELOPMENT DIRECTOR	7.7%	4.0%
AIRPORT DIRECTOR	5.1%	4.0%
ASSISTANT AIRPORT DIRECTOR	5.1%	5.0%
WATER SERVICES ASSISTANT DIRECTOR	5.1%	2.0%
ENERGY SERVICES DIRECTOR	7.7%	3.0%
WATER SERVICES DIRECTOR	7.7%	2.0%

Agenda Date: 12/04/2025 **Agenda Item Number:** 06

Subject:

Public hearing and consideration of Ordinance No. 2025-100 vacating a municipal utility easement located at the rear of Lots 16, 17, 18, 19, and 20 of the Banded Ridge Subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brad Petersen, DSG

Reference Number: PLANLRE25-0017

Address/Location:

2814 East Cliff Shadow Drive

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

The homeowners of the lots listed herein have encroached onto property that was conveyed to the City by Quality Development. The City has agreed to deed the encroached areas back to Quality Development, who has applied for a subdivision amendment to incorporate the deeded parcels into the respective lots.

Staff Narrative (need/purpose):

This will clean up the encroached area and incorporate the parcels into each respective lot.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-BANR-16, SG-BANR-17, SG-BANR-18, SG-BANR-19, SG-BANR-20

AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(at the rear lot line of Lots 16, 17, 18, 19, and 20, Banded Ridge Subdivision)

WHEREAS, a petition was received by this Council requesting the vacation of a municipal utility easement, located at the rear of Lots 16, 17, 18, 19, and 20, Banded Ridge Subdivision, as described in Doc. No. 20210057913, according to the official record thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval; and

WHEREAS, the City Council finds that vacating the easement, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Easement**: The municipal utility easement located at the rear of Lots 16, 17, 18, 19, and 20, Banded Ridge Subdivision, as described in Doc. No. 20210057913, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date**: This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2025.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:
Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

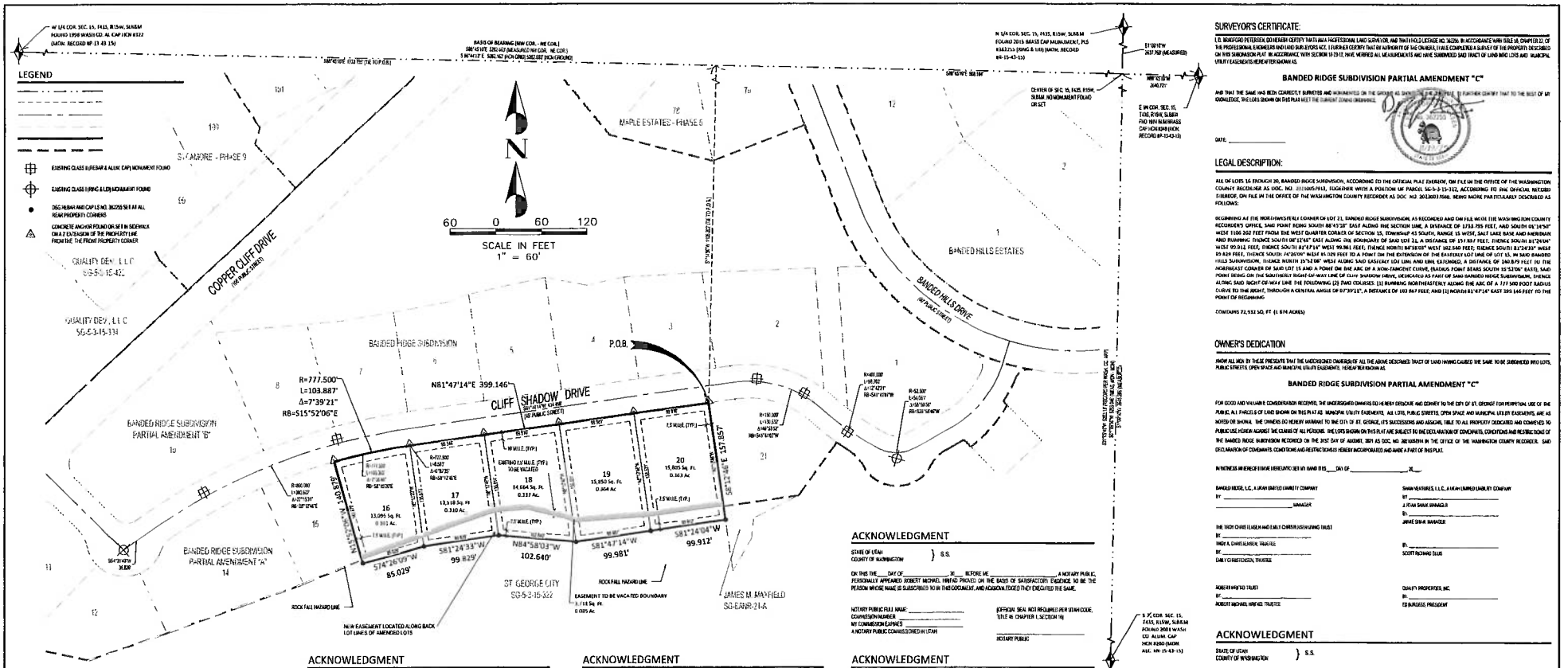
EXHIBIT A

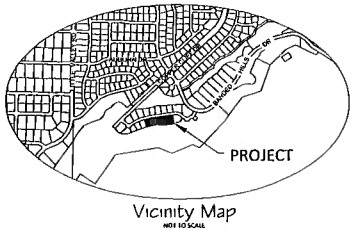
EASEMENT VACATION BOUNDARY
REAR OF LOTS 16-20, BANDED RIDGE SUBDIVISION

THE SOUTHERLY 7.5 FEET OF LOTS 16-20, BANDED RIDGE SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 16, BANDED RIDGE SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'10" EAST ALONG THE SECTION LINE, A DISTANCE OF 1279.113 FEET, AND SOUTH 01°14'50" WEST 1325.778 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE BOUNDARY OF AN EXISTING 7.5 FOOT WIDE MUNICIPAL UTILITY EASEMENT THE FOLLOWING (16) SIXTEEN COURSES: (1) NORTH 15°52'06" WEST 7.521 FEET; (2) NORTH 69°48'46" EAST 86.344 FEET; (3) NORTH 70°51'56" EAST 102.692 FEET; (4) NORTH 85°14'24" EAST 44.801 FEET; (5) SOUTH 76°01'50" EAST 56.32 FEET; (6) SOUTH 62°05'08" EAST 7.692 FEET; (7) NORTH 85°52'22" EAST 97.815 FEET; (8) NORTH 81°47'14" EAST 99.642 FEET; (9) SOUTH 08°12'46" EAST 7.500 FEET; (10) SOUTH 81°47'14" WEST 99.910 FEET; (11) SOUTH 85°52'22" WEST 100.236 FEET; (12) NORTH 62°05'08" WEST 8.928 FEET; (13) NORTH 76°01'50" WEST 54.167 FEET; (14) SOUTH 85°14'24" WEST 42.618 FEET; (15) SOUTH 70°51'56" WEST 101.677 FEET; AND (16) SOUTH 69°48'46" WEST 86.841 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,711 SQ. FT. (0.085 ACRES)





Vicinity Map
NOT TO SCALE

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 362255 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 10-23-17, AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS

BANDED RIDGE SUBDIVISION PARTIAL AMENDMENT "C"

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: _____

LEGAL DESCRIPTION:

ALL OF LOTS 16 THROUGH 20, BANDED RIDGE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOC. NO. 20150051953, TOGETHER WITH A PORTION OF PARCEL SG-5-3-15-322, ACCORDING TO THE OFFICIAL RECORD THEREOF, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOC. NO 20130037566, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 21, BANDED RIDGE SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'28" EAST ALONG THE SECTION LINE, A DISTANCE OF 1716.755 FEET, AND SOUTH 01°14'50" WEST 1106.202 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 08°12'46" EAST ALONG THE BOUNDARY OF SAID LOT 21, A DISTANCE OF 157.857 FEET; THENCE SOUTH 81°24'04" WEST 99.912 FEET; THENCE SOUTH 81°47'14" WEST 99.981 FEET; THENCE NORTH 84°58'03" WEST 102.640 FEET; THENCE SOUTH 81°24'33" WEST 99.829 FEET; THENCE SOUTH 74°26'09" WEST 85.029 FEET TO A POINT ON THE EXTENSION OF THE EASTERLY LOT LINE OF LOT 15, IN SAID BANDED HILLS SUBDIVISION; THENCE NORTH 15°52'06" WEST ALONG SAID EASTERLY LOT LINE AND SAID LINE EXTENDED, A DISTANCE OF 340.879 FEET TO THE NORTHEAST CORNER OF SAID LOT 15 AND A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 15°52'06" EAST), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CLIFF SHADOW DRIVE, DEDICATED AS PART OF SAID BANDED RIDGE SUBDIVISION; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES: (1) RUNNING NORTHEASTERLY ALONG THE ARC OF A 777.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°39'21", A DISTANCE OF 103.887 FEET; AND (2) NORTH 81°47'14" EAST 399.146 FEET TO THE POINT OF BEGINNING

CONTAINS 72,932 SQ. FT (1.674 ACRES)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, OPEN SPACE AND MUNICIPAL UTILITY EASEMENTS, HEREAFTER KNOWN AS

BANDED RIDGE SUBDIVISION PARTIAL AMENDMENT "C"

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS MUNICIPAL UTILITY EASEMENTS, ALL LOTS, PUBLIC STREETS, OPEN SPACE AND MUNICIPAL UTILITY EASEMENTS, ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE, ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BANDED RIDGE SUBDIVISION RECORDED ON THE 31ST DAY OF AUGUST, 2021 AS DOC. NO 20210035974 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I/WE HEREUNTO SET MY/OUR HAND(S) THIS ___ DAY OF _____, 20__.

BANDED RIDGE, L.C., A UTAH LIMITED LIABILITY COMPANY
BY: _____
_____ MANAGER

SHAW VENTURES, L.L.C., A UTAH LIMITED LIABILITY COMPANY
BY: _____
J. RYAN SHAW, MANAGER
BY: _____
JAMIE SHAW, MANAGER

THE TROY CHRISTENSEN AND EMILY CHRISTENSEN LIVING TRUST
BY: _____
TROY A. CHRISTENSEN, TRUSTEE
BY: _____
EMILY CHRISTENSEN, TRUSTEE

BY: _____
SCOTT RICHARD ELLIS

ROBERT MICHAEL HAFNER TRUST
BY: _____
ROBERT MICHAEL HAFNER, TRUSTEE

QUALITY PROPERTIES, INC.
BY: _____
ED BURGESS, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE ___ DAY OF _____, 20__ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

(OFFICIAL SEAL NOT REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS THE ___ DAY OF _____, 20__ BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

(OFFICIAL SEAL NOT REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

_____
NOTARY PUBLIC

Subdivision Final Plat for

BANDED RIDGE SUBDIVISION PARTIAL AMENDMENT "C"

(AMENDING LOTS 16 - 20 OF BANDED RIDGE SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE)
Located in the Southwest Quarter of Section 15, Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 2

CITY SURVEYOR APPROVAL	COMMUNITY DEVELOPMENT DIRECTOR APPROVAL	CITY ENGINEER APPROVAL	CITY ATTORNEY APPROVAL	LAND USE AUTHORITY APPROVAL	TREASURER APPROVAL	RECORDED NUMBER
I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ___ DAY OF _____, 20__	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ___ DAY OF _____, 20__	I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ___ DAY OF _____, 20__	APPROVED AS TO FORM, THIS FIN ___ DAY OF _____, A.D. 20__	I HEREBY VERIFY THAT THE LAND USE AUTHORITY REVIEWED THIS FINAL SUBDIVISION PLAT AND APPROVED IT ON THIS THE ___ DAY OF _____, 20__ WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ___ DAY OF _____, A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
_____ CITY SURVEYOR, CITY OF ST. GEORGE	_____ COMMUNITY DEVELOPMENT DIRECTOR, CITY OF ST. GEORGE	_____ CITY ENGINEER, CITY OF ST. GEORGE	_____ CITY ATTORNEY, CITY OF ST. GEORGE	_____ LAND USE AUTHORITY, CITY OF ST. GEORGE	_____ WASHINGTON COUNTY TREASURER	_____ WASHINGTON COUNTY RECORDER

DSG ENGINEERING, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
113 East 200 North, Suite #2
St. George, UT 84770
Office (435) 628-2121 Fax (435) 674-3553
www.developmentsolutions.co

S:\DSG Projects\24-018 Banded Ridge Amended Parcels\24-018 BANDED RIDGE FINAL PLAT AMENDED.dwg 11/20/2025 10:32:29 PM

Agenda Date: 12/04/2025 **Agenda Item Number:** 07

Subject:

Consider approval Resolution No. 2025-028R authorizing a gas supply contract with the Public Energy Authority of Kentucky (PEAK) to participate in a prepaid natural gas program with BP Energy Company, and acknowledging PEAKs related bond issuance.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 East Red Hills Pkwy

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

The City is proposing to source a portion of its longterm natural gas needs through a prepaid program administered by PEAK, with gas supplied by BP Energy Company (BPEC). Under this structure, PEAK issues taxexempt bonds and prepays BPEC for future gas deliveries; St. George then purchases gas from PEAK under a NAESB contract at a stated perMMBtu discount. The draft confirmation sets a delivery window beginning May 1, 2026, through September 30, 2034, with automatic oneyear renewals thereafter; the City pays the discounted contract price for delivered quantities each month. The City is not issuing debt and has no financial liability for PEAKs bonds; our obligations are limited to taking and paying for gas under the NAESB terms.

Staff Narrative (need/purpose):

What approval does: Authorizes execution of a NAESB gas supply contract with the Public Energy Authority of Kentucky (PEAK) so the City can receive discounted natural gas under PEAKs prepaid program with BP Energy Company (BPEC), and acknowledges PEAKs bond financing associated with that program.How the prepay works (plain language): PEAK issues taxexempt Gas Supply Revenue Refunding Bonds and prepays BPEC for a multiyear supply of natural gas. PEAK then resells that gas to participating public entities, including St. George, at a stated perMMBtu discount. The City receives a monthly invoice after monthend and pays by the contract payment date.Key commercial terms for St. George (as currently drafted): Price: Discounted from either fixed or index pricing, as shown in the contract appendices. Term: Deliveries currently drafted to begin May 1, 2026 and run through September 30, 2034, with automatic oneyear renewals unless a party gives oneyear advance notice. The term ends earlier if the upstream prepaid agreement ends.Delivery/admin: PEAK delivers to agreed pipeline delivery points; the City manages downstream transportation and applicable taxes after the delivery point. Invoicing is monthly with payment by wire on the specified payment date. Compliance and safeguards: Because PEAKs bonds are intended to be taxexempt, the City agrees to use purchased gas for a qualifying public purpose, avoid private business use, provide publicly available financial information for disclosure, and treat these supplies as Priority Gas. These are standard conditions for municipal gas prepay programs. The City has no financial liability for PEAKs bonds; our obligations are limited to purchasing and paying for gas under the contract. Risk/mitigation highlights: If the upstream supplier declares force majeure, that flows through to our contract. If the City experiences sustained load loss, PEAK will use commercially reasonable efforts to remarket excess quantities; if remarketed gas sells below our contract price plus an administrative charge, the City would cover the shortfall. The contract also preserves the Citys ability to choose between index and fixed price exposures (subject to process requirements) to manage budget risk.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: ___, 202_

The parties to this Base Contract are the following:

PARTY A		PARTY B
Public Energy Authority of Kentucky	***PARTY NAME***	**City of St. George, Utah**
P.O. Box 299 Carrollton, KY 41008	***ADDRESS***	**175 East 200 North St. George, Utah 84770**
	BUSINESS WEBSITE	**https://sgcityutah.gov/**
	CONTRACT NUMBER	
04-1783-130	***D-U-N-S® NUMBER***	
☒ US FEDERAL: **20-45544085** □ OTHER:	***TAX ID NUMBERS***	☒ US FEDERAL: □ OTHER:
	JURISDICTION OF ORGANIZATION	
□ Corporation □ LLC □ Limited Partnership □ Partnership □ LLP ☒ Other: **Natural Gas Acquisition Authority**	***COMPANY TYPE***	□ Corporation □ LLC □ Limited Partnership □ Partnership □ LLP ☒ Other: **Local Tax-Exempt Government Agency**
	GUARANTOR (IF APPLICABLE)	
Party is a producer, processor, fabricator, refiner, commercial user, or merchandiser of the Gas under this contract: □ Yes □ No X Not Selected	***PARTY CFTC CLASSIFICATION***	Party is a producer, processor, fabricator, refiner, commercial user, or merchandiser of the Gas under this contract: □ Yes □ No ☒ Not Selected

CONTACT INFORMATION

P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Contract Administration** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **gballinger@peakgas.net**	▪ ***COMMERCIAL***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* *EMAIL:*
P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Gas Scheduling** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **jlconder@peakgas.net**	▪ ***SCHEDULING***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* *EMAIL:*
P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Contract Administration** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **gballinger@peakgas.net**	▪ ***CONTRACT AND LEGAL NOTICES***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* *EMAIL:*
P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Contract Administration** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **gballinger@peakgas.net**	▪ ***CREDIT***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* ***EMAIL:***
P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Contract Administration** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **abaker@peakgas.net**	▪ ***TRANSACTION CONFIRMATIONS***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* *EMAIL:*

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

ACCOUNTING INFORMATION		
P.O. Box 299, Carrollton, KY 41008 *ATTN:* **Contract Administration** *TEL#:* **(502) 732-0991** *FAX#:* **(502) 732-8777** *EMAIL:* **abaker@peakgas.net**	▪ ***INVOICES*** ▪ ***PAYMENTS*** ▪ ***SETTLEMENTS***	**175 East 200 North, St. George, Utah 84770** *ATTN:* *TEL#:* *FAX#:* *EMAIL:*
	WIRE TRANSFER NUMBERS (IF APPLICABLE)	*BANK:* *ABA:* *ACCT:* *OTHER DETAILS:* _____
BANK: ABA:_____ ACCT:_____ OTHER DETAILS:_____	***ACH NUMBERS (IF APPLICABLE)***	*BANK:* *ABA:* *ACCT:* *OTHER DETAILS:* _____
ATTN: _____ *ADDRESS*: _____ _____	***CHECKS (IF APPLICABLE)***	*ATTN:* _____ *ADDRESS*: _____ _____

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure
☒ Oral (default)
OR
☐ Written

Section 2.7 Confirm Deadline
☒ 2 Business Days after receipt (default)
OR
☐ _____ Business Days after receipt

Section 2.8 Confirming Party
☐ Seller (default)
OR
☐ Buyer
☒ ***St. George, Utah***

Section 3.2 Performance Obligation
☒ Cover Standard (default)
OR
☐ Spot Price Standard

Note: The following Spot Price Publication applies to both of the immediately preceding.

Section 2.31 Spot Price Publication
☒ Gas Daily Midpoint (default)
OR
☐ _____

Section 6 Taxes
☒ Buyer Pays at and After Delivery Point (default)
OR
☐ Seller Pays Before and At Delivery Point

Section 7.2 Payment Date
☐ **25th Day** of Month following Month of delivery (default)
OR
☒ 20th Day of Month following Month of delivery or immediately preceding Business Day if the 20th Day is not a Business Day

Section 7.2 Method of Payment
☒ Wire transfer (default)
☐ Automated Clearinghouse Credit (ACH)
☐ Check

Section 7.7 Netting
☐ Netting applies (default)
OR
☒ Netting does not apply

Section 10.2 Additional Events of Default
☒ No Additional Events of Default (default)
☐ Indebtedness Cross Default
☐ Party A: _____
☐ Party B: _____
☐ Transactional Cross Default
Specified Transactions:
_____
_____
_____

Section 10.3.1 Early Termination Damages
☐ Early Termination Damages Apply (default)
OR
☒ Early Termination Damages Do Not Apply

Section 10.3.2 Other Agreement Setoffs
☐ Other Agreement Setoffs Apply (default)
☐ Bilateral (default)
☐ Triangular
OR
☒ Other Agreement Setoffs Do Not Apply

Section 15.5 Choice Of Law
New York

Section 15.10 Confidentiality
☐ Confidentiality applies (default)
OR
☒ Confidentiality does not apply

☒ **Special Provisions – Number of sheets attached:** 0 (See Special Conditions to Transaction Confirmation including Appendix A and B thereto)
☐ **Addendum(s) Attached:**

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Public Energy Authority of Kentucky	***PARTY NAME***	**City of St. George, Utah**
By:_____	***SIGNATURE***	By:_____
Gerald L. Ballinger	***PRINTED NAME***	
President and General Manager	***TITLE***	

Signature Page for NAESB Base Contract

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

2.2. “Affiliate” shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

2.3. “Alternative Damages” shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)” shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party’s excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21. “Guarantor” shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

2.23. “Indebtedness Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. “Specified Transaction(s)” shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. “Transactional Cross Default” shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. “Termination Option” shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the “Cover Standard” or the “Spot Price Standard” as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract , (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

The copyright in this Contract is owned by NAESB, and market participants are encouraged to review NAESB Copyright Policy and Companies with Access to NAESB Standards under the Copyright Policy posted by NAESB on its website at https://www.naesb.org/pdf2/copyright.pdf. Please review this posting and if your company's name is not listed as having access, please obtain access by contacting the NAESB Office per the contact information in the Copyright Policy.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Date: _____ 1, 2026

Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract, together with the Special Provisions thereto, between Seller and Buyer dated _____, 2026.

SELLER:	**BUYER:**
Public Energy Authority of Kentucky P.O. Box 299, Carrollton, KY 41008 **Attn:** Gerald L. Ballinger, President and General Manager **Phone:** (502) 732-0991 **Fax:** (502) 732-8777 **Base Contract No.** **Transporter:** **Transporter Contract Number:**	St. George, Utah 175 East 200 North St. George, UT 84770 **Attn:** **Phone:** **Fax:** **Email:** **Transporter:** **Transporter Contract Number:**

Contract Price:

With respect to the Fixed Price Volumes (as shown on Appendix A), the applicable Fixed Price specified on Appendix A minus 10 cents ($0.10) per MMBtu.

With respect to the Index Price Volumes (as shown on Appendix B), the Index Price (as identified on Appendix B), plus any basis adjustment thereto and specified on Appendix B, minus 10 cents ($0.10) per MMBtu.

Delivery Period: Begin: May 1, 2026 End: September 30, 2034; provided that (x) the Delivery Period shall automatically extend thereafter for successive one year periods unless terminated by either party giving notice of non-renewal to the other at least one year prior to the relevant end date; and (y) notwithstanding the foregoing, the Delivery Period shall end upon the earlier of (i) the termination of deliveries under the Prepaid Gas Agreement (as defined herein) and (ii) [INSERT END OF RESET PERIOD].

Performance Obligation and Contract Quantity:
Firm (Fixed Quantity per Day)

Daily Contract Quantities: See Appendix A for Fixed Price Volumes and Appendix B for Index Price Volumes

Delivery Point(s): See Appendix A and Appendix B

Special Conditions:

1. **Prepaid Gas.** This Transaction Confirmation is entered into to supply Gas to Buyer in connection with Seller's entry into an Amended and Restated Prepaid Natural Gas Purchase and Sale Agreement (the "Prepaid Gas Agreement") with BP Energy Company ("BPEC") in order to acquire long-term supplies of gas for resale to one or more public agencies including Buyer (the "Prepaid Project"). In the event the Prepaid Gas Agreement terminates prior to the end of the term specified in this Transaction Confirmation for any reason, this Transaction Confirmation shall terminate as of the effective date of the termination of deliveries to Seller under the Prepaid Gas Agreement, without either party having any payment obligations for periods occurring after such termination. Furthermore, any invocation of Force Majeure by BP under the

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

Prepaid Gas Agreement shall be a Force Majeure event under Section 11.2 of this Contract.

2. **Billing and Payment**. For the purposes of Gas supplied under this Transaction Confirmation, the following revisions to the payment terms specified in the Base Contract shall apply:

   (a) The first sentence of Section 7.1 is deleted and replaced with the following:

   > Not later than ten (10) days following the end of the Month of delivery, the Seller shall provide a billing statement to Buyer showing the amount due for Gas delivered under this Base Contract which shall consist of the amounts owed for Gas delivered to Buyer under this Contract for such Month. For each MMBtu of gas delivered, Buyer shall pay the Contract Price.

   (b) The first sentence of Section 7.2 is deleted and replaced with the following:

   > Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, by wire transfer in immediately available funds, on or before the Payment Date.

3. **Special Obligations of Buyer.** Buyer acknowledges that Seller will issue its Gas Supply Revenue Refunding Bonds, [2025 Series B/2026 Series A] (the "*Bonds"*) pursuant to a Trust Indenture dated as of [____ 1, 2025/2026] (the *"Bond Indenture"*) between the Issuer and Regions Bank, as trustee (the *"Trustee"*). The Bonds will be issued with the intention that the interest thereon will be exempt from federal taxes under Section 103 of the Internal Revenue Code. Accordingly, Buyer represents and agrees as follows:

   (a) Tax-Exempt Status of Bonds. Buyer agrees that it will provide such information with respect to its utilities system as may be reasonably requested by Seller in order to establish the tax-exempt status of the Bonds. Buyer further agrees that it will use all of the Gas purchased under this Contract (i) for a "Qualifying Use" as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), and (ii) in a manner that will not result in any "private business use" within the meaning of Section 141 of the Internal Revenue Code. Buyer agrees that it will provide such additional information, records, and certificates as Seller may reasonably request to confirm Buyer's compliance.

   (b) Continuing Disclosure. Buyer agrees to provide Seller with its publicly available financial statements and operating information and authorizes Seller to use all or part of such information in its official statement with respect to the Bonds. Buyer shall also: (a) provide Seller with such annual updates to such information as Seller reasonably may request for use in any continuing disclosure filings that Seller may be required to make; and (b) on an annual basis, provide Seller with the audited financial statements and annual operating report of the Buyer as soon as they are available upon request.

   (c) Priority Gas. Buyer agrees to take Gas delivered by Seller under this Contract (a) in priority over and in preference to all other Gas used by Buyer that is not Priority Gas; and (b) on at least a *pari passu* and non-discriminatory basis with other Priority Gas. For the purposes of this Special Condition 3(c), "Priority Gas" shall mean the Gas to be delivered under this Contract, together with other Gas that Buyer is obligated to take under an agreement that provides for the purchase and sale of Gas as part of a transaction using the proceeds of bonds, notes, or other obligations, the interest on which is excluded from income for federal income tax purposes.

   (d) Closing Deliverable. Contemporaneous with the execution of this Transaction Confirmation, Buyer shall deliver to Seller an officer's certificate in a form reasonably satisfactory to Seller regarding Buyer's ability to enter into and perform its obligations under this Contract.

   Notwithstanding the foregoing, Buyer shall have no financial liability with respect to the Bonds, and Buyer's only obligations relating to the Prepaid Project shall be those obligations set forth in this Transaction Confirmation.

4. **Market Disruption**. For the purposes of Gas supplied under this Transaction Confirmation, the Base Contract is revised by adding the following to the end of Section 14:

   > The Parties acknowledge that BPEC, as Calculation Agent under the Prepaid Agreement, will act in conjunction with Seller and work in good faith to obtain quotes for prices of Gas for any affected Day under this Section 14.

5. **Remarketing.** If Buyer experiences a sustained load loss such that it is unable to take all or any part of the Daily Contract Quantities, it may request remarketing of the affected quantities of Gas and Seller shall use commercially reasonable efforts to resell such quantities on behalf of Buyer in accordance with this Special Condition No. 5.

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

(a) Any request from Buyer to remarket all or a portion of the Daily Contract Quantities shall specify: (i) the portion (in MMBtu) of the Daily Contract Quantity to be remarketed with respect to the applicable Delivery Point for each Gas Day; (ii) the applicable period during which such Gas is to be remarketed; and (iii) an explanation, in reasonable detail, as to the reason(s) for the remarketing. Where the type of remarketing is **"**Daily" such notice must be delivered by 7:30 a.m. CPT on the Business Day prior. A Remarketing Notice where the type of remarketing is **"**Monthly" must be delivered by 4:00 p.m. CPT on the fifteenth (15th) day of the Month preceding the Month in which Gas is to be remarketed. If the remarketing is for a season, the Remarketing Notice must be delivered by 4:00 p.m. CPT on March 1st for remarketing of Gas during the ensuing summer season (the period from April through October) and by 4:00 p.m. CPT on October 1st for remarketing of Gas during the ensuing winter season (the period from November through March).

(b) The provision of such notice shall not, in itself, relieve Buyer of its obligation to pay the Contract Price to Seller for the Daily Contract Quantity.

(c) If the remarketed Gas does not sell for a price equal to or exceeding the Contract Price plus an administrative charge of 5 cents ($0.05) per MMBtu (the "Administrative Charge"), then Buyer shall pay Seller for the difference between the Contract Price plus the Administrative Charge and the price at which the remarketed Gas actually sold.

6. **Third-Party Beneficiaries**. Except as provided in this Special Condition 6, it is specifically agreed that there are no third-party beneficiaries of this Contract and that this Contract shall not impart any rights enforceable by any person not a party to this Contract. Buyer acknowledges and agrees that (i) Seller will pledge and assign its rights, title and interest in this Contract and the amounts payable by Buyer hereunder to secure its obligations under the Bond Indenture, (ii) the Trustee shall be a third party beneficiary of this Contract with the right to enforce Buyer's obligations under this Contract, (iii) the Trustee or any receiver appointed under the Bond Indenture shall have the right to perform all obligations of Seller under this Contract, and (iv) in the event of a default in payments by Buyer under this Contract, (a) BPEC may take assignment from Seller of receivables owed by Buyer to Seller under this Contract, and shall thereafter have all rights of collection with respect to such receivables and interest accrued thereon.

7. **Alternate Price**. If (i) an Index Price is in effect in accordance with Appendix B hereto; and (ii) Buyer desires to hedge its price risk by converting the Index Price specified on Appendix B to another price (the "Alternate Price") (or an Alternate Price to a different Alternate Price) for all or a portion of the Daily Contract Quantity, it shall provide written notice to Seller of at least three (3) Business Days, specifying the quantities and the duration. The Contract Price shall be deemed to be the Alternate Price applicable to those designated quantities for the applicable Delivery Point minus the Discount, provided that (a) the Parties mutually agree on commercial terms; (b) the Alternate Price becomes effective on the first Gas Day of a Month; (c) Seller and BPEC each have executed an appropriate new commodity swap transaction confirmation with their swap counterparty described in the Prepaid Agreement; and (d) the Parties have amended Appendix B hereto to reflect the new Alternate Price.

8. **Limitation of Liability**. Buyer and Seller acknowledge and agree that Buyer has no recourse to any source of payment from the Seller under this Agreement except the Trust Estate as defined in the Bond Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Bond Indenture

[Remainder of page intentionally left blank]

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

Seller: Public Energy Authority of Kentucky By: _____ Name: Gerald L. Ballinger Title: President and General Manager Date: _____	Buyer: St. George, Utah By: _____ Name: Title: Date: _____

Signature Page to the NAESB Transaction Confirmation

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

ME1\58699302.v1

Appendix A – Fixed Price Volumes

	Pipeline Kern River Delivery Point – WECCO – Questar Gas		Pipeline Kern River Delivery Point – Opal - WFS	
Month	**Fixed Price ($/MMBtu)[1]**	**Daily Contract Quantity (MMBtu/Day)**	**Fixed Price ($/MMBtu)**	**Daily Contract Quantity (MMBtu/Day)**
December-25	$0.0000	0	$0.0000	0
January-26	$0.0000	0	$0.0000	0
February-26	$0.0000	0	$0.0000	0
March-26	$0.0000	0	$0.0000	0
April-26	$0.0000	0	$0.0000	0
May-26	$0.0000	0	$3.3200	1,000
June-26	$0.0000	0	$3.2000	3,000
July-26	$3.7200	4,500	$3.3200	3,500
August-26	$3.7200	4,500	$3.3200	3,500
September-26	$0.0000	0	$3.2300	4,000
October-26	$0.0000	0	$0.0000	0
November-26	$0.0000	0	$0.0000	0
December-26	$0.0000	0	$0.0000	0
January-27	$0.0000	0	$0.0000	0
February-27	$0.0000	0	$0.0000	0
March-27	$0.0000	0	$0.0000	0
April-27	$0.0000	0	$0.0000	0
May-27	$3.1900	500	$3.3300	1,000
June-27	$0.0000	0	$3.0878	3,500
July-27	$3.7800	4,500	$3.3300	3,500
August-27	$3.7800	4,500	$3.3300	3,500
September-27	$0.0000	0	$3.3300	3,000
October-27	$0.0000	0	$0.0000	0
November-27	$0.0000	0	$0.0000	0
December-27	$0.0000	0	$0.0000	0
January-28	$0.0000	0	$0.0000	0
February-28	$0.0000	0	$0.0000	0
March-28	$0.0000	0	$0.0000	0
April-28	$0.0000	0	$0.0000	0
May-28	$3.2750	500	$2.9800	3,500
June-28	$0.0000	0	$3.0100	3,500
July-28	$3.8050	4,500	$3.0550	3,500
August-28	$3.8450	4,500	$3.0950	3,500
September-28	$0.0000	0	$3.0862	4,000
October-28	$0.0000	0	$0.0000	0
November-28	$0.0000	0	$0.0000	0
December-28	$0.0000	0	$0.0000	0
January-29	$0.0000	0	$0.0000	0
February-29	$0.0000	0	$0.0000	0
March-29	$0.0000	0	$0.0000	0

[1] **Fixed prices subject to confirmation by St. George, BP, and PEAK.**

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

ME1\58699302.v1

April-29	$0.0000	0	$0.0000	0
May-29	$0.0000	0	$3.2500	3,500
June-29	$0.0000	0	$3.2500	3,500
July-29	$4.5200	4,500	$3.2500	3,500
August-29	$4.5200	4,500	$3.2500	3,500
September-29	$0.0000	0	$3.2500	3,500
October-29	$0.0000	0	$0.0000	0
November-29	$0.0000	0	$0.0000	0
December-29	$0.0000	0	$0.0000	0
January-30	$0.0000	0	$0.0000	0
February-30	$0.0000	0	$0.0000	0
March-30	$0.0000	0	$0.0000	0
April-30	$0.0000	0	$0.0000	0
May-30	$0.0000	0	$3.1300	3,500
June-30	$0.0000	0	$3.1300	3,500
July-30	$3.9750	4,500	$3.1300	3,500
August-30	$3.9750	4,500	$3.1300	3,500
September-30	$0.0000	0	$3.1300	3,500
October-30	$0.0000	0	$0.0000	0
November-30	$0.0000	0	$0.0000	0
December-30	$0.0000	0	$0.0000	0
January-31	$0.0000	0	$2.7450	2,000
February-31	$0.0000	0	$0.0000	0
March-31	$0.0000	0	$0.0000	0
April-31	$0.0000	0	$0.0000	0
May-31	$0.0000	0	$2.7450	3,500
June-31	$3.2800	2,500	$2.7450	3,500
July-31	$3.2800	6,500	$2.7450	3,500
August-31	$3.2800	6,500	$2.7450	3,500
September-31	$3.2800	2,000	$2.7450	3,500
October-31	$0.0000	0	$0.0000	0
November-31	$0.0000	0	$0.0000	0
December-31	$0.0000	0	$0.0000	0
January-32	$0.0000	0	$6.8750	2,000
February-32	$0.0000	0	$0.0000	0
March-32	$0.0000	0	$0.0000	0
April-32	$0.0000	0	$0.0000	0
May-32	$0.0000	0	$3.3750	3,500
June-32	$5.8900	2,500	$4.0950	3,500
July-32	$5.7700	6,500	$4.0950	3,500
August-32	$5.7700	6,500	$4.0950	3,500
September-32	$5.8900	2,500	$4.0950	3,500
October-32	$0.0000	0	$0.0000	0
November-32	$0.0000	0	$0.0000	0
December-32	$0.0000	0	$0.0000	0
January-33	$0.0000	0	$6.6450	2,000
February-33	$0.0000	0	$0.0000	0
March-33	$0.0000	0	$0.0000	0
April-33	$0.0000	0	$0.0000	0
May-33	$0.0000	0	$3.5450	3,500
June-33	$6.0650	2,500	$4.2500	3,500

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

ME1\58699302.v1

July-33	$5.8311	6,500	$4.2500	3,500
August-33	$5.8311	6,500	$4.2500	3,500
September-33	$6.0650	2,500	$4.2500	3,500
October-33	$0.0000	0	$0.0000	0
November-33	$0.0000	0	$0.0000	0
December-33	$0.0000	0	$0.0000	0
January-34	$0.0000	0	$6.5950	2,000
February-34	$0.0000	0	$0.0000	0
March-34	$0.0000	0	$0.0000	0
April-34	$0.0000	0	$0.0000	0
May-34	$0.0000	0	$3.8650	3,500
June-34	$5.6750	2,500	$3.8650	3,500
July-34	$5.6750	6,500	$3.8650	3,500
August-34	$5.6750	6,500	$3.8650	3,500
September-34	$5.6750	2,000	$3.8650	3,500

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

ME1\58699302.v1

Appendix B – Index Price Volumes

Pipeline: Gulf South Pipeline

Delivery Point:* [Insert]

Index Price:* "NATURAL GAS-S. LOUISIANA (HENRY HUB)-INSIDE FERC" means that the price for a Pricing Date will be that day's Specified Price per MMBTU of natural gas for delivery on the Delivery Date, stated in U.S. Dollars, published under the heading "Monthly Bidweek Spot Gas Prices ($/MMBtu): Louisiana/Southeast: Henry Hub : Index" in the issue of Inside FERC that reports prices effective on that Pricing Date.

Month[2]	Basis Adjustment ($/MMBtu)*	Daily Contract Quantity
October - 34	$0.00	5,833
November-34	$0.00	400
December-34	$0.00	400
January-35	$0.00	400
February-35	$0.00	400
March-35	$0.00	400
April-35	$0.00	5,833
May-35	$0.00	5,833
June-35	$0.00	5,833
July-35	$0.00	5,833
August-35	$0.00	5,833
September – 35	$0.00	5,833

To the extent that, effective October 1, 2034, the Index Price, Basis Adjustment or Delivery Point specified in an upstream supply contract or otherwise mutually agreed to between Seller, BP Energy Company and Buyer for redelivery hereunder differs from this Appendix B, the Parties, in accordance with the procedures specified in Special Condition 7 hereto, shall amend this Appendix B to reflect appropriate modifications to the Index Price, Basis Adjustment and/or Delivery Point. Buyer acknowledges that the pricing may reflect a basis adjustment to the applicable index price designated by BP Energy Company in its reasonable discretion under the circumstances.

[2] **NTD: Extend chart through end of Reset Period.**

Copyright © 2006-2016 North American Energy Standards Board, Inc.
All Rights Reserved

RESOLUTION NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH ("CITY") (i) AUTHORIZING THE EXECUTION OF A GAS SUPPLY CONTRACT ("CONTRACT") WITH THE PUBLIC ENERGY AUTHORITY OF KENTUCKY ("PEAK") FOR THE PURCHASE OF NATURAL GAS FROM PEAK; (ii) ACKNOWLEDGING THAT PEAK WILL ISSUE ITS GAS SUPPLY REVENUE REFUNDING BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM BP ENERGY COMPANY ("BPEC"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACT; AND (iii) FOR OTHER PURPOSES

WHEREAS, the City of St. George, Utah, owns and operates an electric utility and is authorized to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas is necessary for the prudent and businesslike operation of the utility owned by the City, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, the Public Energy Authority of Kentucky which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410., has acquired long-term natural gas supplies from BPEC, pursuant to a Prepaid Natural Gas Sales Agreement, dated as of February 19, 2020, for resale to certain other public gas distribution systems and joint action agencies that elected to contract with PEAK (the "Project Participants") for a portion of the gas purchased from BPEC (the "Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEAK issued its Gas Project Revenue Bonds Series 2020A (the "Series 2020 A Bonds"); and

WHEREAS, the Prepaid Project provides for the periodic re-calculation of the economics and restructuring of the transaction for Reset Periods subsequent to an Initial Reset Period; and

WHEREAS, the Initial Reset Period for the Prepaid Project ends on April 30, 2026; and

WHEREAS, the City was not an original Project Participant in the Prepaid Project, but PEAK has offered to the City the ability to become a Project Participant effective as of the refunding of the Series 2020 A Bonds and the establishment of a new Reset Period for the Prepaid Project;

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

1. The City hereby approves the execution and delivery of a North American Energy Standards Board (NAESB) Base Contract for Sale and Purchase of Natural Gas, together with a Transaction Confirmation thereto (the "Gas Supply Contract"), in substantially the form previously submitted to the City and attached hereto as Exhibit A, pursuant to which the City will agree to purchase specified quantities of natural gas from PEAK, such deliveries to be made on the dates, at the volumes and for the prices set forth in such Gas Supply Contract, with such completions, deletions, insertions, revisions, and other changes as may be approved by the officers executing same with the advice of counsel, their execution to constitute conclusive evidence of their approval of any such changes.

2. The Mayor of the City or their designee is hereby authorized to execute the Gas Supply Contract and any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Gas Supply Contract or carrying out the intent and purpose of this resolution.

This resolution shall take effect immediately upon its adoption.

Adopted and approved this [__] day of [_____], 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Kristopher Pearson, Assistant City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit A

Form of Gas Supply Contract

Agenda Date: 12/04/2025 **Agenda Item Number:** 08

Subject:

Consider approval of a Hillside Development Permit for a modification to the approved location of the rock fall hazard line on approximately 0.23 acres located on the open space south of the existing Banded Ridge Subdivision. (Case No. 2025-HS-009 - Banded Ridge Hillside Revision)

Item at-a-glance:

Staff Contact: Dan Boles/Wes Jenkins

Applicant Name: Ryan Shaw

Reference Number: 2025-HS-009

Address/Location:

The open space south of the existing Banded Ridge Subdivision

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

The proposal is a hillside development permit for the open space directly south of Banded Ridge subdivision. The applicant is asking for a modification for the location of the rock fall runoff line based on a more in depth analysis performed by AGEC. At their meeting held on November 18, 2025, the Planning Commission recommended approval with conditions, with a vote of 7-0.

Staff Narrative (need/purpose):

In 2018, a hillside permit and preliminary plat were approved on the property that later resulted in the Banded Ridge plat. The plat was later recorded in August of 2021. The Hillside permit delineated the location of the edge of the rockfall runoff, the furthest point believed that rock or rock debris would travel in the event of a rock fall. The line drawn in that report was then drawn as the southern boundary of the Banded Ridge subdivision as was recorded and stands today. The property south of that southern boundary was dedicated to St. George City as open space. The owner of one of the adjacent lots has asked AGEC to review the rock fall report and to analyze the accuracy of the rock fall runoff line. AGEC produced a new report which pushes that line to the south away from lots 16-20.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On November 18, 2025, The Planning Commission held a public meeting to consider the application and the Hillside Review Boards recommendation. At that meeting the Planning Commission recommended approval of the application with the condition with a 7-0 vote with the condition that the drainage ditch catchment berm needs to have periodic inspections and maintenance, as required.

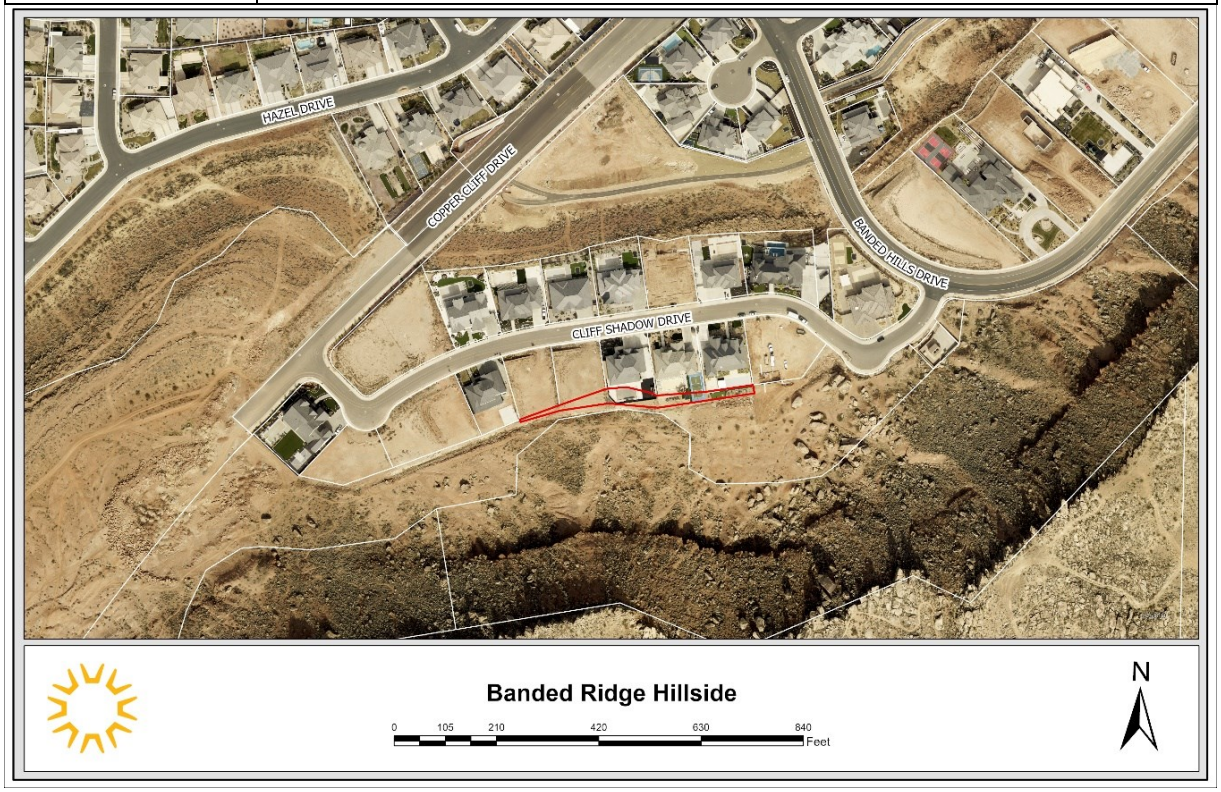
Attachments

St.George
Community Development

Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: **10/22/2025**
PLANNING COMMISSION AGENDA REPORT: **11/18/2025**
CITY COUNCIL AGENDA REPORT: **12/04/2025**

Banded Ridge Hillside Revision Hillside Development Permit (Case No. 2025-HS-009)		
Request:	The applicant is requesting modifications to the approved location of the rock fall hazard line approved with the original Hillside permit.	
Applicant:	RS Custom Homes	
Representative:	Ryan Shaw	
Location:	The open space south of the existing Banded Ridge Subdivision	
General Plan:	OS (Open Space)	
Existing Zoning:	OS (Open Space)	
Surrounding Zoning:	North	R-1-10 (Single Family Residential, 10,000 ft² lots)
	South	OS (Open Space)
	East	R-1-10 (Single Family Residential, 10,000 ft² lots)
	West	R-1-10 (Single Family Residential, 10,000 ft² lots)
Land Area:	Approximately 10,177 ft² (0.23 acres) – area that is affected by request	



BACKGROUND

In 2018, a hillside permit and preliminary plat were approved on the property that later resulted in the Banded Ridge plat. The plat was later recorded in August of 2021. The Hillside permit delineated the location of the edge of the rockfall runoff, the furthest point believed that rock or rock debris would travel in the event of a rock fall. The line drawn in that report was then drawn as the southern boundary of the Banded Ridge subdivision as was recorded and stands today. The property south of that southern boundary was dedicated to St. George City as open space.

The owner of one of the adjacent lots has asked AGEC to review the rock fall report and to analyze the accuracy of the rock fall runoff line. AGEC produced a new report which pushes that line to the south away from lots 16-20.

On October 22, 2025, the Hillside Review Board met to discuss the application and look at the site. After discussion, they recommended that that the Planning Commission and City Council approve the hillside permit which included the revision to the rockfall runoff with a recommendation that it be noted that the drainage ditch catchment berm needs to have periodic inspections and maintenance, as required.

APPLICABLE ORDINANCE(S) *(Selected portions)*

10-13B-2: Development in Geologic Hazard Areas

A. *Geologic Hazard Areas (UGS 1 – 4: subsections A1 through A4 of this section):* For any development in the city with a geologic hazard listed below, applicant shall submit a report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering. Development in the geologic hazard overlay for high category rockfall areas shall be reviewed by the hillside review board.

1. Surface fault rupture and earthquake: well-defined Holocene, and well-defined fault areas, red and purple lines/categories (extending five hundred feet (500') on the downthrown side and two hundred fifty feet (250') on the upthrown side of each red/purple fault line).
2. Liquefaction: Very High category.
3. Landslide: Very High category.
4. Rockfall: High category.

B. *General Requirements for Development in a Geologic Hazard Area:*

1. Submit a site-specific report prepared by a qualified, licensed geologist specializing in engineering geology, or a licensed civil engineer, trained and experienced in the practice of geotechnical engineering with the following minimum requirements:

a. Identify all geologic hazard areas (UGS 1 – 4: subsections A1 through A4 of this section);

b. Identify any other geologic hazards, not listed above (UGS 1 – 4: subsections A1 through A4 of this section), which present an unacceptable risk to development;

c. Demonstrate which areas of the development are suitable for the proposed use;

d. Recommend specific measures necessary to make the land suitable for the proposed use;

e. Recommend the optimal placement of all structures, roadways, utilities, trails and infrastructure in relation to the geologic hazard area;

f. Slope stability analysis: conclusions and recommendations concerning the effects of material removal, introduction of water, both on and off site, including, where applicable, on mesa tops, seismic activity, and erosion on slope stability;

g. Foundation investigation: conclusions and recommendations concerning the effects of soil conditions on foundation and structural stability, including bearing capacity, sheer strength, and shrink/swell potential of soils;

h. Spring location: the location and yield of springs and seeps which shall be shown on the site plan;

i. Structural features: structural features including any geological limitations;

j. Surface hazards: existence of surface hazards including potential for rockfalls and toppling failures to cliffs, slopes and overhangs above the subject property; and

k. Effect of geologic conditions: conclusions and recommendations regarding the effect of geologic conditions on the proposed development, together with recommendations identifying the means proposed to minimize any hazard to life or property, or adverse impact on the natural environment.

2. The city shall review the applicant's report. If the applicant's report is deemed adequate by the city engineer or designee, development may proceed if the report recommendations are followed. If the report is deemed incomplete or inadequate by the city engineer or designee, the development application shall be denied. If denied, the applicant may request an independent review, and the city engineer or designee may order a review by independent, qualified professionals. The professionals selected by the city shall review and prepare written findings and comments on the applicant's report. The cost of the independent, qualified professionals shall be paid to the city by applicant. Applicant may develop if the independent review and written findings and comments are implemented, in addition to any nonconflicting recommendations in the initial report of applicant. The city engineer or designee is the land use authority for the decision. The reports

shall be specifically identified on the plat and available to all owners and interested parties.

3. All development shall be outside the geologic hazard areas in subsections A1 through A4 of this section, unless:

a. The city has accepted applicant's report, prepared by a qualified, licensed geologist specializing in engineering geology or a licensed professional engineer trained and practicing in the field of geotechnical engineering, and it recommends development, and shows hazards can be adequately mitigated for the proposed land use;

b. If the city has not accepted applicant's report, the applicant also adopts and implements the independent review and writing findings and comments, in addition to any nonconflicting recommendations in applicant's report;

c. All report recommendations, and HDOZ permit conditions (when required), are adopted by the city and are conditions of development.

4. Hold the city harmless from all claims resulting from any damage related to development within a geologic hazard area by executing a "geologic hazard disclaimer of liability and agreement" and by placing a "notice of hazard" on the final plat.

5. The applicant may appeal a decision in accordance with chapter 3 of this title.

C. *Compliance:* No structure or land shall be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations.

D. *Abrogation and Greater Restrictions:* This chapter is not intended to repeal, abrogate or impair any existing easement, covenant or deed restriction; however, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, the more stringent restriction shall prevail.

E. *Interpretation:* In the interpretation and application of this chapter, all provisions are minimum requirements in addition to applicable provisions of this title.

EXHIBITS PROVIDED

1. Exhibit A – Rockfall Study
   Exhibit A in the packet is a revised study conducted by AGEC, dated August 11, 2025, for the Banded Ridge Subdivision.

2. Exhibit B – Revised Plat

Exhibit B is a revised plat showing the areas requested to be taken out of the rock fall area.

RECOMMENDATION

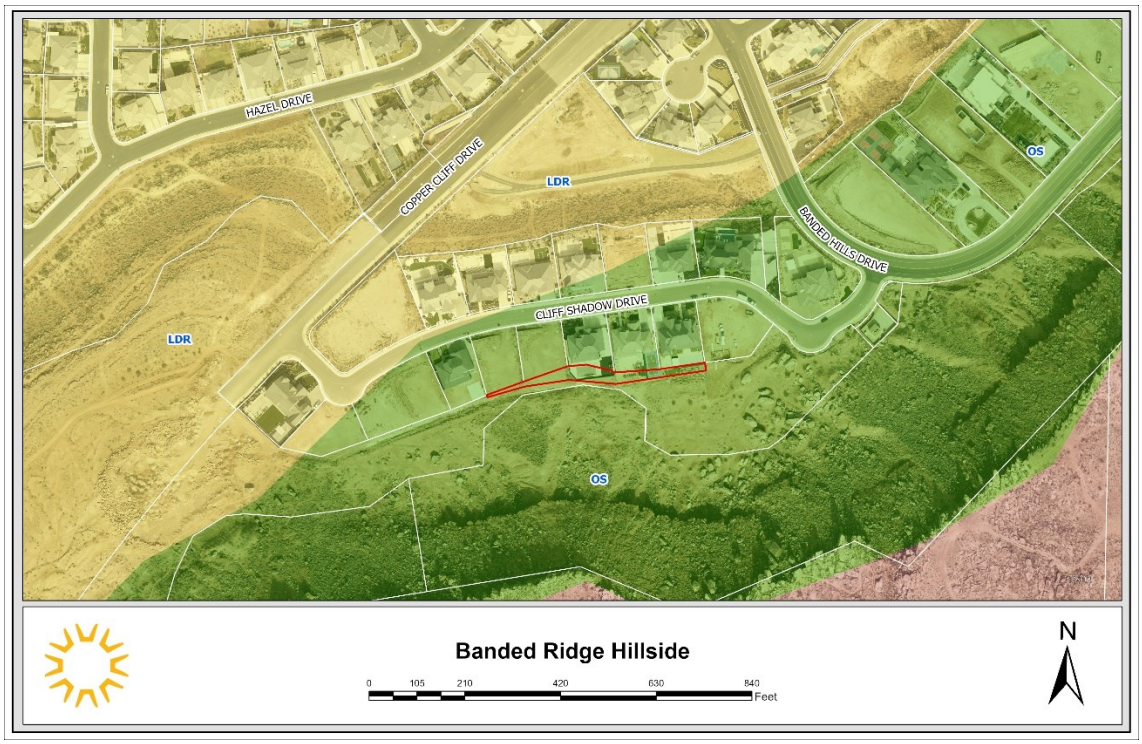
On October 22, 2025, the Hillside Review Board held a meeting on the site to determine their recommendation to the Planning Commission and City Council. At that meeting, they recommended approval of the modification to the rockfall runoff line with a note that the drainage ditch catchment berm needs to have periodic inspections and maintenance, as required.

On November 18, 2025, The Planning Commission held a public meeting to consider the application and the Hillside Review Board's recommendation. At that meeting the Planning Commission recommended approval of the application with the condition recommended by the Hillside Review Board with a 7-0 vote.

POSSIBLE MOTION

"I move that we approve the request to modify the approved location of the rock fall hazard line approved with the original Hillside permit as requested by the applicant and recommended by the Hillside Review Board and Planning Commission including the condition that the drainage ditch catchment berm needs to have periodic inspections and maintenance, as required."

General Plan – OS (Open Space)



Zoning – OS (Open Space)

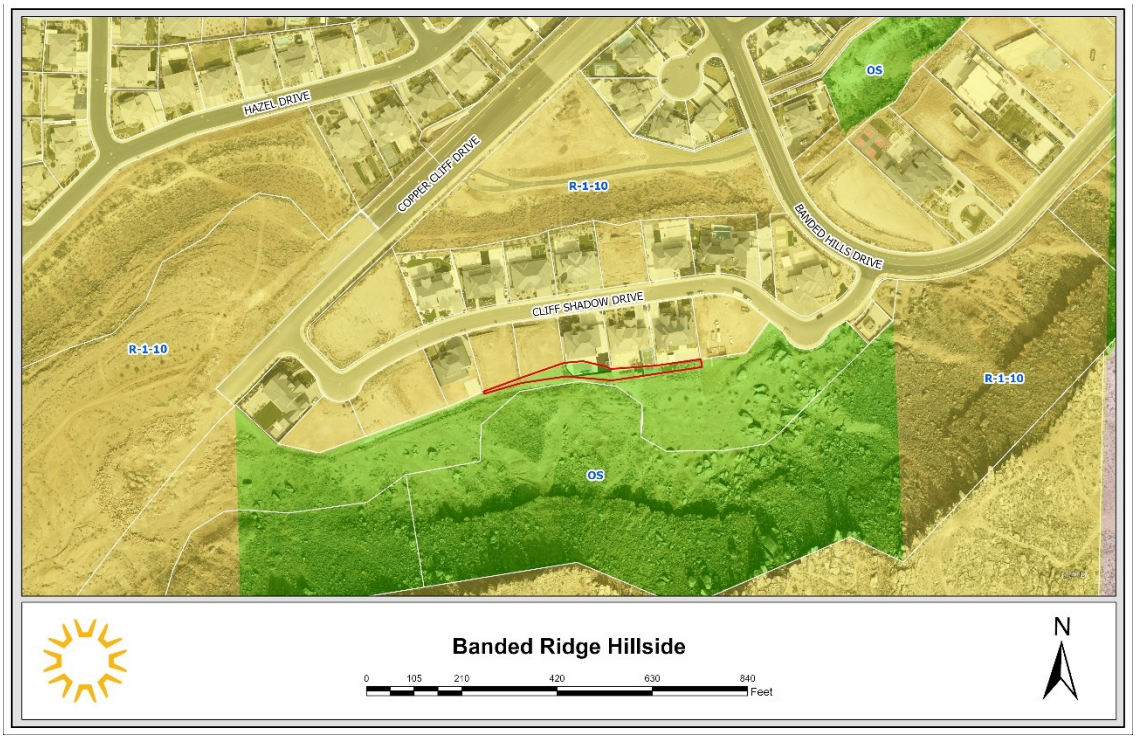


EXHIBIT A

Rockfall Study

Applied GeoTech

August 11, 2025

RS Custom Homes
3490 Rim Runner Drive
St. George, Utah 84790

Attention: Ryan Shaw
EMAIL: rscustomhome@gmail.com

Subject: Banded Ridge Rockfall Evaluation
Lots 16 through 18
Banded Ridge Subdivision
St. George, Utah
Project No. 2250528

Mr. Shaw:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to update our rockfall hazard analysis incorporating the grading that was accomplished between the building lots and the source of rockfall.

We previously conducted a geologic hazard study for Banded Ridge Subdivision and reported our findings in a letter dated April 30, 2018 under Project No. 2180168.

A rockfall setback line was included in the above-referenced letter. This setback line is also included on a grading plan for the Banded Ridge Subdivision prepared by Development Solutions Group Drawing G-1 dated May 11, 2018 under Project No. 15-028.

Subsequent to construction of many of the homes, a drainage channel was constructed south of the developed properties. This modification has been documented on a Banded Ridge Channel Topo map prepared by Bush and Gudgell Inc. dated August 5, 2025 under Project No. 251162.

SECTION ANALYSIS

The rockfall hazard analysis was conducted using the original topography including the drainage channel configuration. Based on the findings of our analysis, the rockfall setback can be modified to coincide with the north top edge of the channel for Lots 16, 17 and 18.

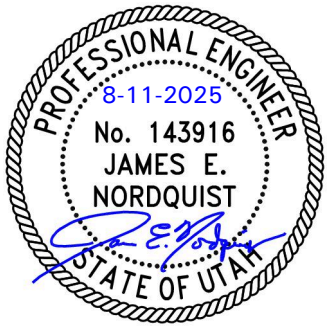
LIMITATIONS

This letter has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the letter are based on the topographic information developed by others. If the conditions are significantly different from what is described above, we should be notified to reevaluate our recommendations.

If you have any questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

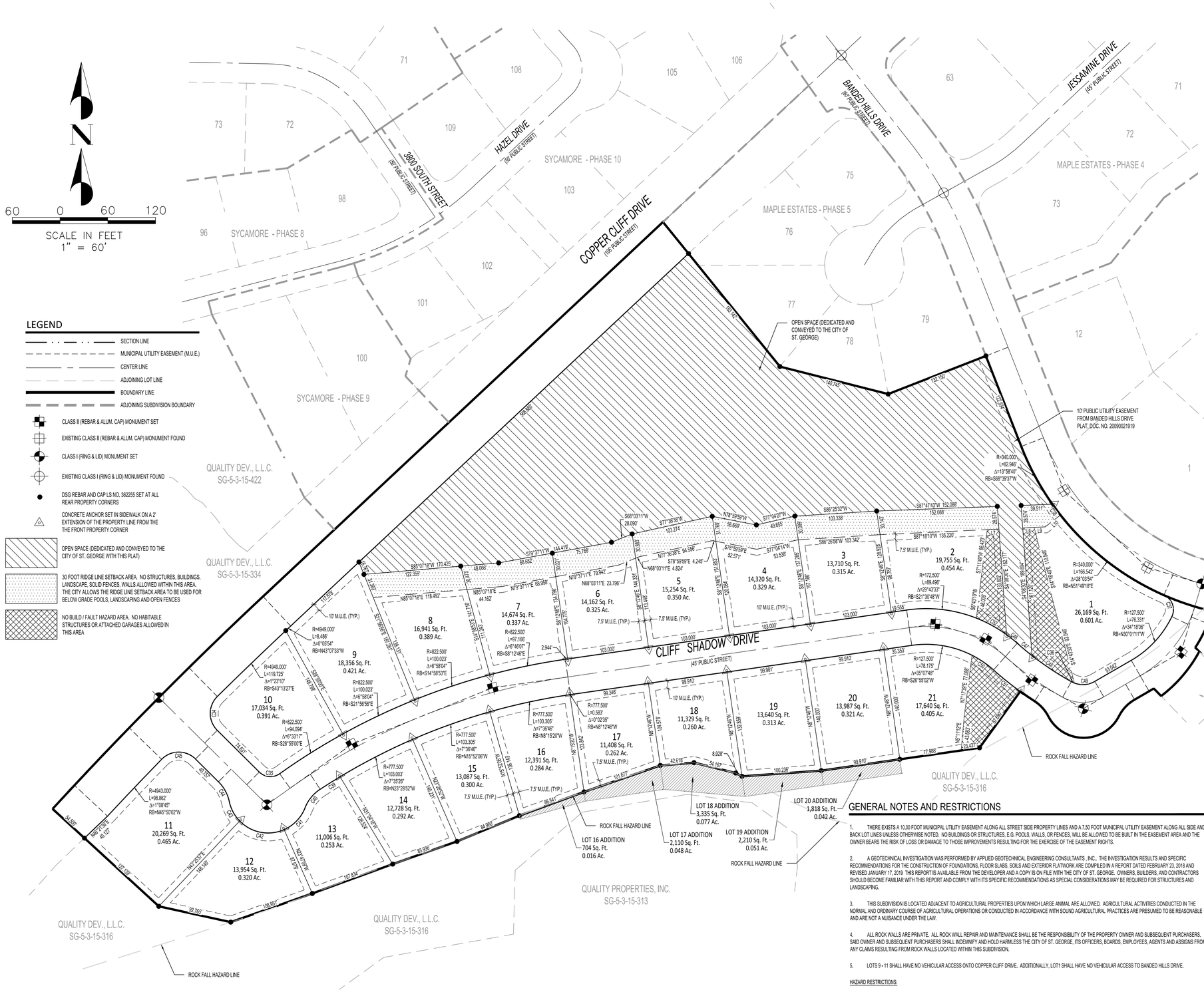


James E. Nordquist, P.E., D.GE

JEN/rs

EXHIBIT B

Revised Plat



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	20.000'	27.332'	78°18'00"	S60°57'26"W	25.254'
C2	172.500'	34.026'	11°18'06"	S27°27'14"W	33.970'
C3	175.000'	74.383'	24°21'12"	S40°34'17"W	73.824'
C4	172.500'	6.852'	2°16'34"	S58°50'32"W	6.852'
C5	50.000'	28.905'	33°07'23"	S43°25'08"W	28.504'
C6	50.000'	109.842'	125°52'11"	S89°47'33"W	89.049'
C7	50.000'	26.069'	29°52'24"	N42°12'34"W	25.775'
C8	422.500'	21.888'	2°58'06"	N55°39'43"W	21.885'
C9	500.000'	78.811'	9°01'52"	N33°44'33"W	78.729'
C10	500.000'	68.830'	7°53'14"	N25°17'00"W	68.775'
C11	310.000'	280.761'	51°53'30"	S47°17'08"E	271.263'
C12	310.000'	348.532'	64°25'03"	N74°33'38"E	330.464'
C13	310.000'	312.494'	57°45'24"	N71°13'46"E	299.430'
C14	310.000'	36.039'	6°39'39"	S76°33'42"E	36.018'
C15	310.000'	37.808'	6°59'16"	S69°44'14"E	37.784'
C16	310.000'	242.953'	44°54'14"	S43°47'29"E	236.783'
C17	5000.000'	129.532'	1°29'04"	S46°07'55"W	129.528'
C18	5000.000'	53.366'	0°36'41"	S45°05'03"W	53.365'
C19	5000.000'	53.431'	0°36'44"	S44°28'20"W	53.430'
C20	5000.000'	100.002'	1°08'45"	S43°35'35"W	100.000'
C21	5000.000'	40.500'	0°27'51"	S42°47'17"W	40.500'
C22	150.000'	23.326'	8°54'36"	N21°13'25"E	23.303'
C23	150.000'	89.802'	34°18'06"	N42°49'46"E	88.467'
C24	150.000'	13.180'	5°02'03"	N19°17'09"E	13.175'
C25	150.000'	99.948'	38°10'38"	N40°53'30"E	98.109'
C26	52.500'	54.061'	58°59'56"	N89°28'47"E	51.704'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C27	400.000'	68.703'	12°42'21"	S54°40'04"E	68.522'
C28	400.000'	27.050'	3°52'29"	S59°05'00"E	27.045'
C29	400.000'	61.653'	8°49'52"	S52°43'50"E	61.592'
C30	150.000'	130.632'	49°53'52"	N73°15'49"W	126.543'
C31	800.000'	380.602'	27°15'31"	S68°09'29"W	377.023'
C32	800.000'	349.592'	25°02'16"	S69°16'07"W	346.817'
C33	800.000'	31.010'	2°13'15"	S55°38'21"W	31.008'
C34	30.000'	47.444'	90°36'41"	S00°05'03"W	42.652'
C35	20.000'	28.012'	80°14'59"	S85°20'47"E	25.778'
C36	30.000'	4.260'	8°08'08"	S65°05'18"E	4.256'
C37	20.000'	32.087'	91°55'19"	N20°16'57"W	28.755'
C38	340.000'	16.976'	2°51'39"	S36°44'52"E	16.975'
C39	777.500'	29.565'	2°10'43"	S57°50'20"W	29.563'
C40	50.000'	30.732'	35°13'00"	S39°08'29"W	30.251'
C41	50.000'	38.980'	44°40'02"	N43°52'00"E	38.000'
C42	50.000'	60.744'	69°36'27"	S78°59'45"E	57.077'
C43	50.000'	28.007'	32°05'36"	S28°08'44"E	27.642'
C44	50.000'	28.905'	33°07'23"	N28°35'37"W	28.504'
C45	30.000'	47.444'	90°36'44"	S89°28'20"W	42.652'
C46	172.500'	17.262'	5°44'01"	S51°10'54"E	17.255'
C47	377.500'	24.152'	3°39'57"	N50°08'52"W	24.148'
C48	377.500'	59.561'	9°02'24"	S55°30'02"E	59.500'
C49	30.000'	26.632'	50°51'49"	N85°24'44"E	25.766'
C50	127.500'	32.863'	14°46'04"	S55°41'56"E	32.772'
C51	422.500'	43.233'	5°51'47"	N51°14'47"W	43.215'
C52	172.500'	43.469'	14°26'18"	N61°16'03"W	43.355'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N43°58'42"W	13.344'
L2	S59°58'49"W	21.177'
L3	S16°46'08"W	30.678'
L4	N61°01'14"W	44.534'
L5	N48°18'53"W	44.534'
L6	S54°31'43"W	35.820'
L7	S87°18'10"W	14.688'
L8	S87°18'10"W	14.415'
L9	S87°18'10"W	13.972'
L10	N52°07'34"E	24.358'

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS , INC.. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED FEBRUARY 23, 2018 AND REVISED JANUARY 17, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL ARE ALLOWED. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND ARE NOT A NUISANCE UNDER THE LAW.

4. ALL ROCK WALLS ARE PRIVATE. ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND SUBSEQUENT PURCHASERS. SAID OWNER AND SUBSEQUENT PURCHASERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.

5. LOTS 9 - 11 SHALL HAVE NO VEHICULAR ACCESS ONTO COPPER CLIFF DRIVE. ADDITIONALLY, LOT1 SHALL HAVE NO VEHICULAR ACCESS TO BANDED HILLS DRIVE.

HAZARD RESTRICTIONS:

6. A GEOLOGIC - HAZARD STUDY DATED APRIL 30, 2018 BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS AS PART OF THE HILLSIDE APPROVAL FOR THIS PROJECT. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. BY PURCHASING PROPERTY WITHIN THIS PLAT THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO A HILLSIDE AND/OR ROCK FALL AND DOES INDEMNIFY AND HOLD THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF WHATEVER NATURE WHICH MAY ARISE AS A DIRECT OR INDIRECT RESULT OF HAZARDS REFERRED TO HEREIN. BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS PROJECT REPORT.

Subdivision Final Plat for

BANDED RIDGE SUBDIVISION

Located in Section 15, Township 43 South, Range 15 West, SLB&M

EXHIBIT C

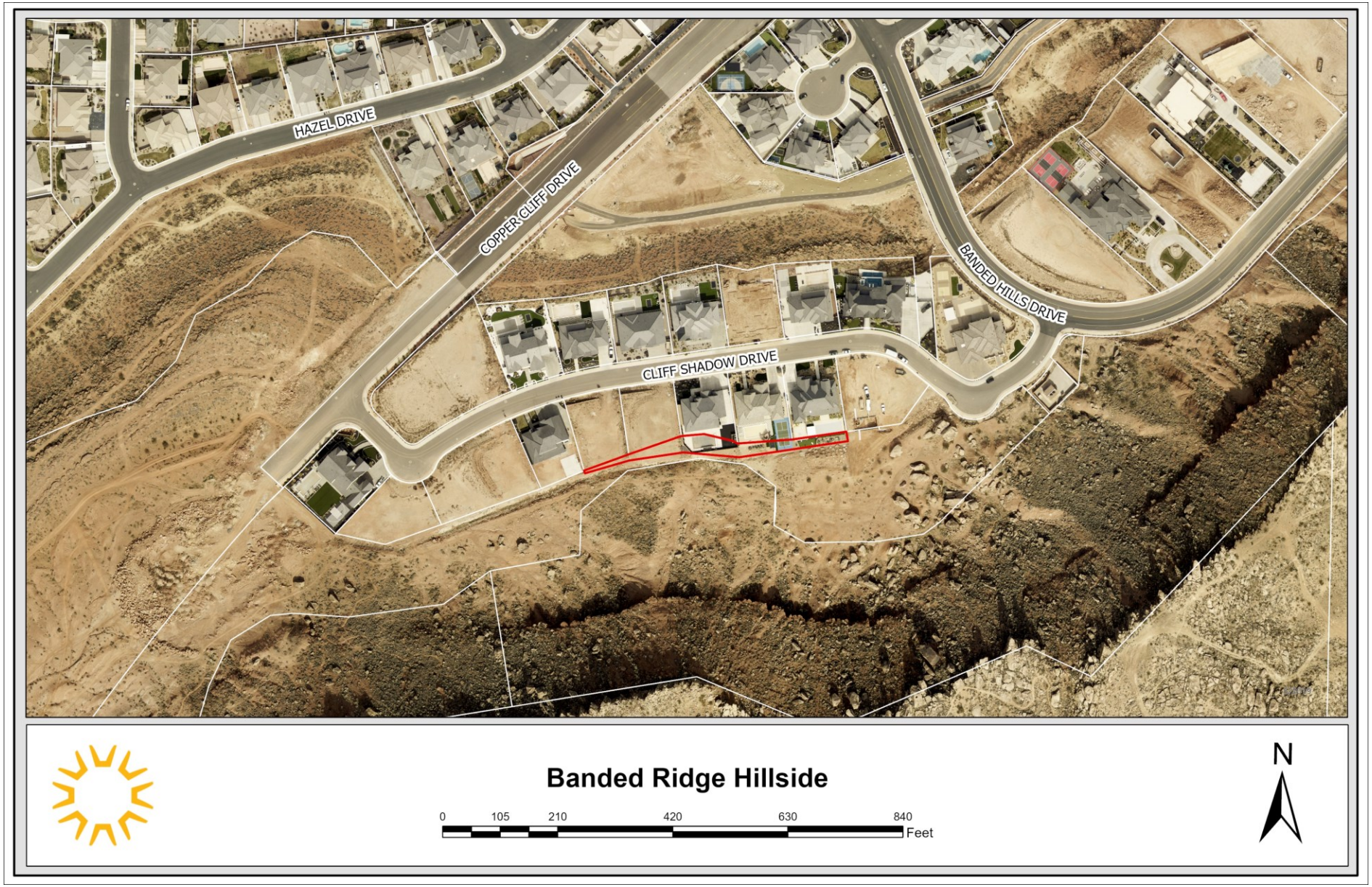
PowerPoint Presentation



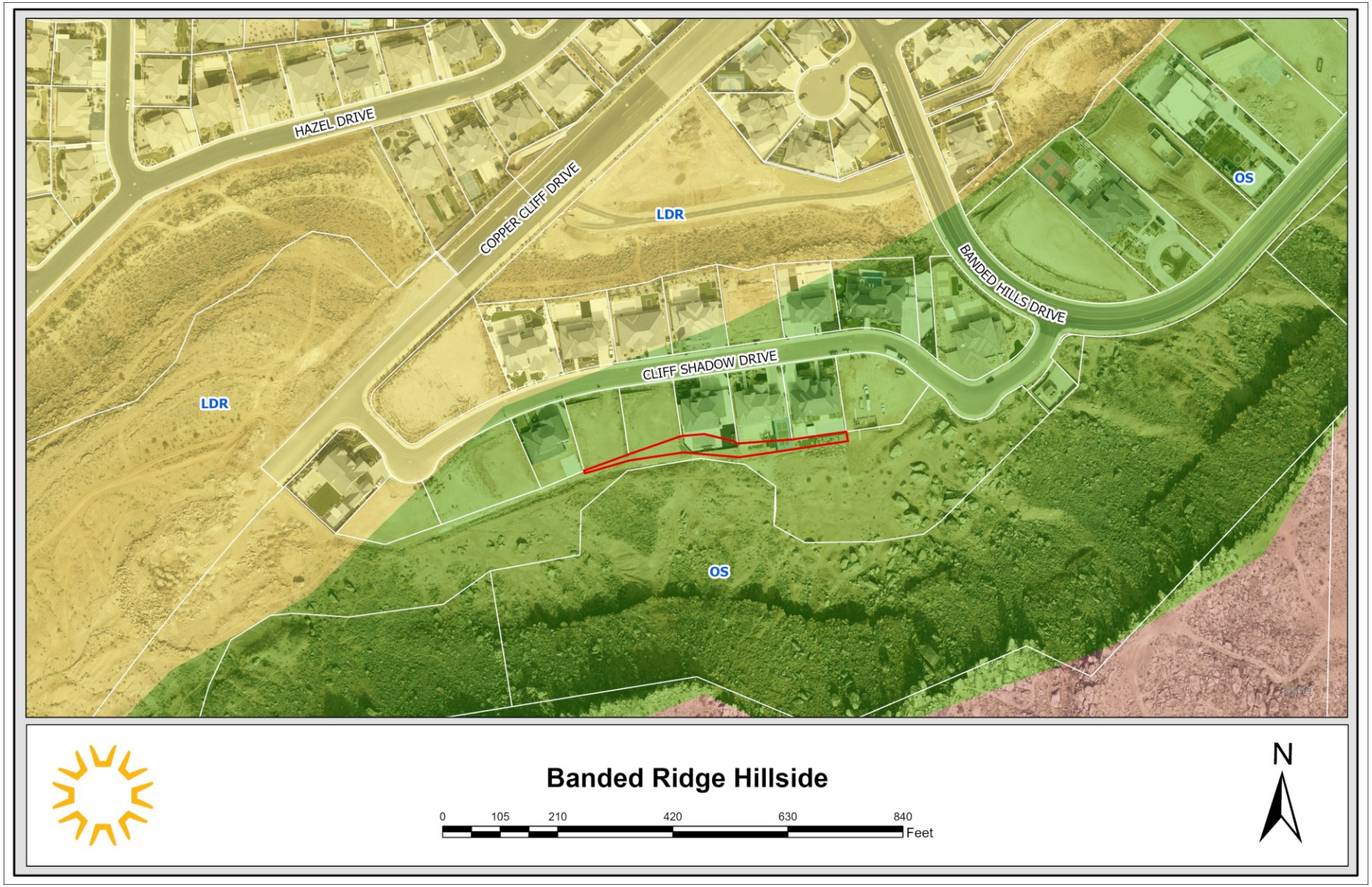
Banded Ridge Hillside

2025-HS-009

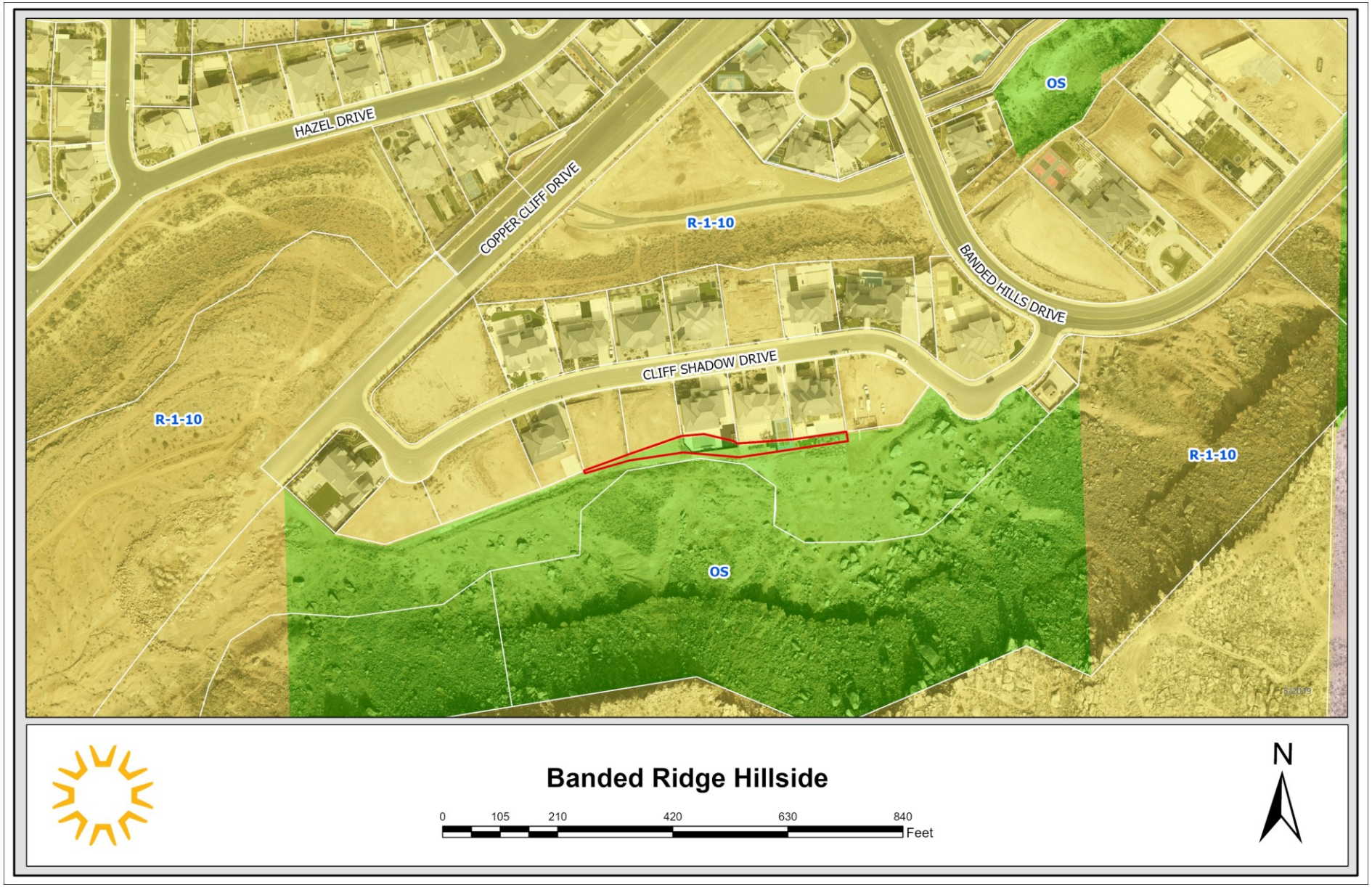
Aerial Map


HAZEL DRIVE
COPPER CLIFF DRIVE
BANDED HILLS DRIVE
CLIFF SHADOW DRIVE
Banded Ridge Hillside
0
105
210
420
630
840
Feet
N

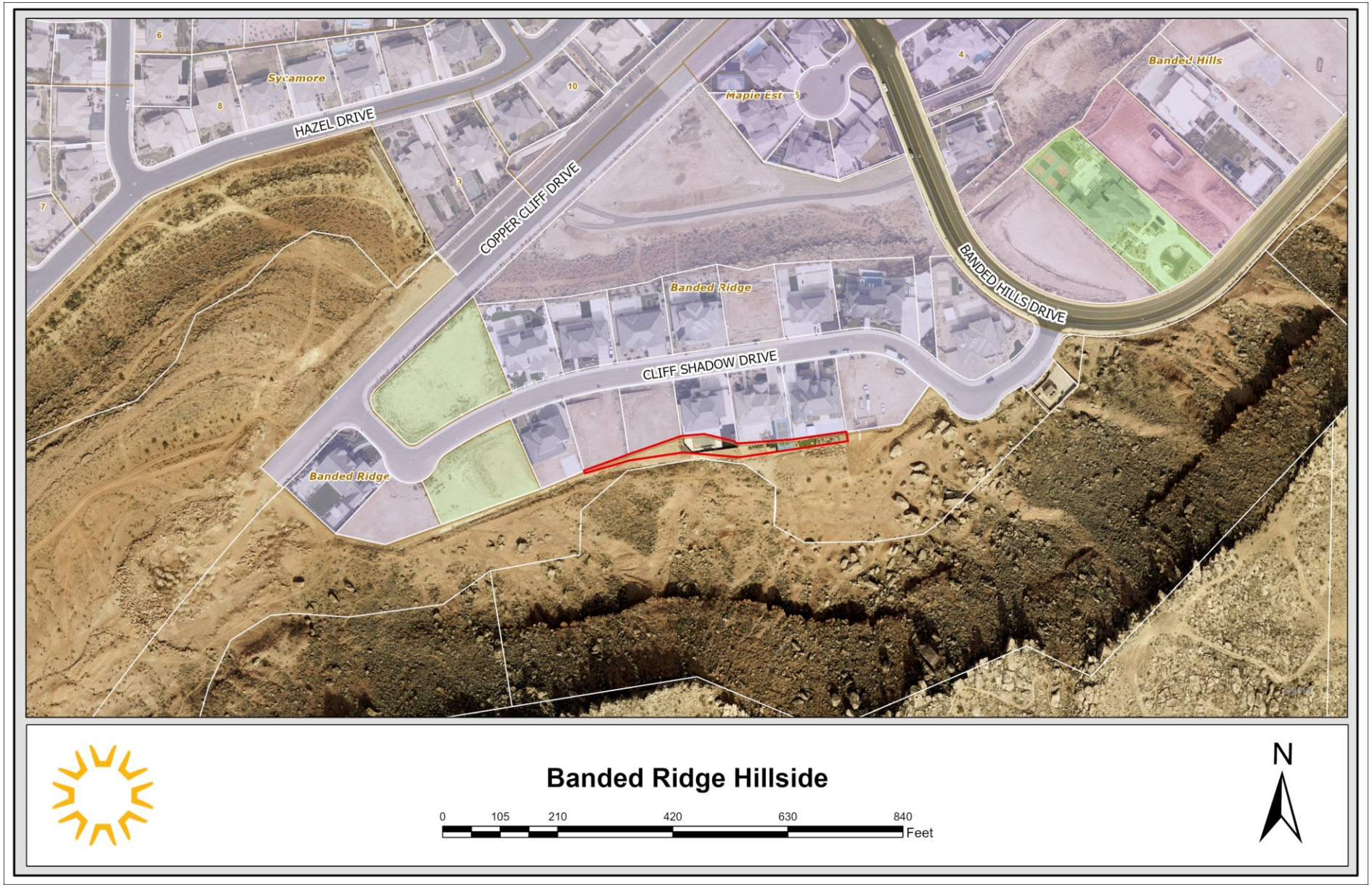
Land Use Map


HAZEL DRIVE
COPPER CLIFF DRIVE
BANDED HILLS DRIVE
CLIFF SHADOW DRIVE
LDR
LDR
OS
OS
Banded Ridge Hillside
0
105
210
420
630
840
Feet
N

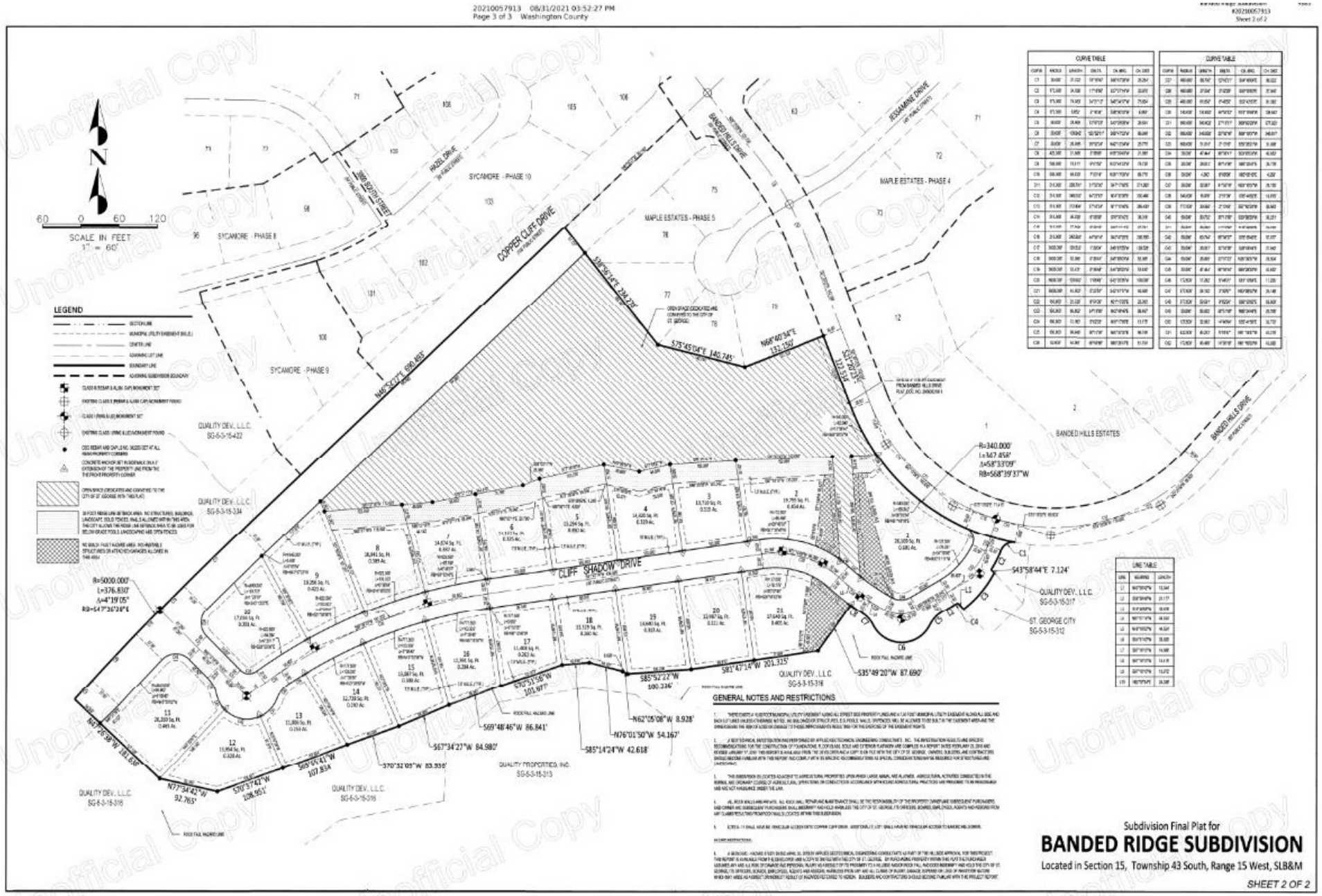
Zoning Map


HAZEL DRIVE
COPPER CLIFF DRIVE
BANDED HILLS DRIVE
CLIFF SHADOW DRIVE
R-1-10
R-1-10
R-1-10
OS
OS
Banded Ridge Hillside
0
105
210
420
630
840
Feet
N

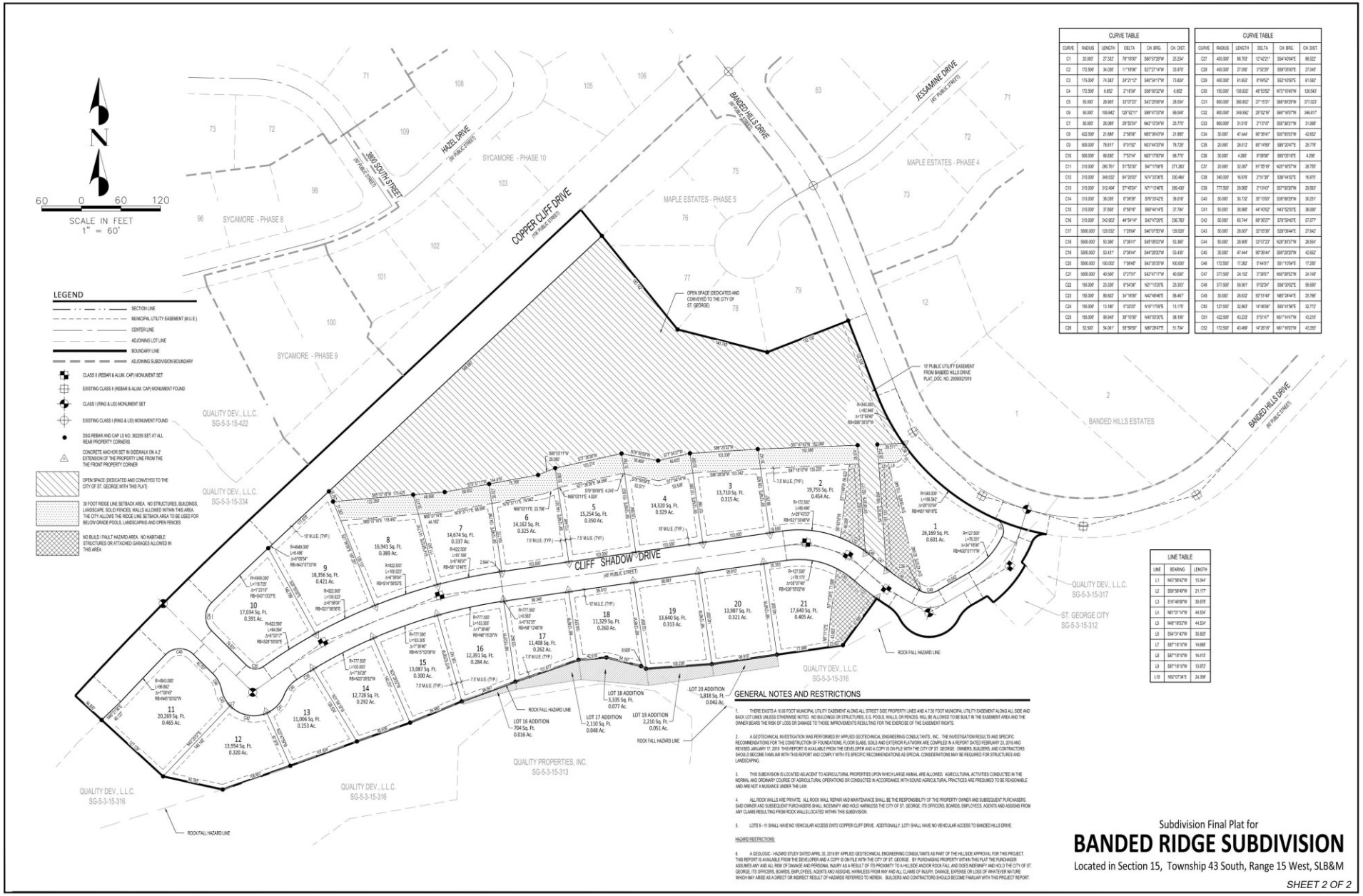
Subdivision Map



Recorded Plat Map



Revised Plat



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C1	20.000'	27.332'	78°18'00"	S80°13'28"W	25.254'
C2	172.500'	34.026'	11°18'08"	S27°21'14"W	33.970'
C3	175.000'	74.383'	24°21'12"	S40°34'17"W	73.824'
C4	172.500'	6.852'	2°16'34"	S59°36'32"W	6.852'
C5	50.000'	28.965'	33°12'23"	S43°25'09"W	28.564'
C6	50.000'	109.842'	125°52'11"	S89°47'32"W	89.049'
C7	50.000'	26.089'	29°52'34"	N42°15'34"W	25.775'
C8	422.500'	21.888'	2°58'08"	N55°39'47"W	21.885'
C9	508.000'	78.611'	8°51'52"	N53°44'33"W	78.720'
C10	508.000'	68.830'	7°45'74"	N25°13'70"W	68.775'
C11	310.000'	280.761'	51°53'33"	S47°11'08"E	271.283'
C12	310.000'	349.532'	64°35'03"	N74°13'36"E	330.464'
C13	310.000'	312.494'	57°45'24"	N71°11'49"E	299.430'
C14	310.000'	36.039'	6°39'38"	S70°13'42"E	36.016'
C15	310.000'	37.595'	6°56'15"	S63°44'14"E	37.756'
C16	310.000'	242.902'	44°54'14"	S43°47'23"E	236.782'
C17	5800.000'	129.552'	1°16'04"	S46°15'55"W	129.526'
C18	5800.000'	53.380'	0°38'41"	S45°18'03"W	53.380'
C19	5800.000'	53.431'	0°38'44"	S44°26'20"W	53.430'
C20	5800.000'	100.002'	1°58'48"	S43°38'30"W	100.000'
C21	5800.000'	40.580'	0°27'51"	S42°47'17"W	40.580'
C22	150.000'	23.326'	8°54'38"	N21°13'25"E	23.303'
C23	150.000'	89.882'	34°18'59"	N42°46'46"E	88.497'
C24	150.000'	13.180'	5°02'03"	N19°11'09"E	13.175'
C25	150.000'	99.948'	38°10'38"	N40°53'35"E	98.100'
C26	52.500'	54.061'	59°00'00"	N89°28'47"E	51.704'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BRG.	CH. DIST.
C27	400.000'	88.703'	12°42'21"	S54°45'04"E	88.522'
C28	400.000'	27.056'	3°52'29"	S59°09'09"E	27.045'
C29	400.000'	61.652'	8°49'52"	S52°43'55"E	61.592'
C30	150.000'	138.632'	49°39'52"	N73°15'49"W	134.343'
C31	800.000'	366.652'	27°15'31"	S68°09'29"W	371.023'
C32	800.000'	349.592'	25°02'59"	S69°16'07"W	346.811'
C33	800.000'	31.016'	2°13'05"	S55°39'21"W	31.008'
C34	30.000'	47.444'	90°36'43"	S00°10'03"W	42.652'
C35	20.000'	28.012'	80°14'59"	S85°20'46"E	25.778'
C36	30.000'	4.280'	8°08'36"	S65°05'18"E	4.276'
C37	20.000'	32.057'	91°50'19"	N25°16'57"W	28.755'
C38	340.000'	16.976'	2°51'39"	S36°44'52"E	16.973'
C39	777.500'	29.995'	2°12'43"	S57°50'20"W	29.993'
C40	50.000'	30.732'	35°12'50"	S39°08'20"W	30.257'
C41	50.000'	38.996'	44°40'52"	N43°52'07"E	38.009'
C42	50.000'	80.744'	69°05'27"	S76°59'48"E	57.077'
C43	50.000'	28.005'	32°05'36"	S28°06'44"E	27.642'
C44	50.000'	28.905'	33°07'23"	N28°39'37"W	28.504'
C45	30.000'	47.444'	90°36'44"	S89°20'20"W	42.652'
C46	172.500'	17.262'	5°44'31"	S51°10'54"E	17.255'
C47	377.500'	24.152'	3°39'57"	N50°39'52"W	24.148'
C48	377.500'	59.561'	9°02'24"	S56°30'52"E	59.555'
C49	30.000'	26.632'	50°51'49"	N85°24'44"E	25.769'
C50	127.500'	32.863'	14°46'54"	S55°41'56"E	32.772'
C51	422.500'	43.233'	5°51'47"	N51°14'47"W	43.215'
C52	172.500'	43.469'	14°26'18"	N61°16'03"W	43.355'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N43°58'42"W	13.344'
L2	S59°58'49"W	21.177'
L3	S16°48'08"W	30.678'
L4	N61°01'14"W	44.554'
L5	N48°18'53"W	44.554'
L6	S54°31'43"W	35.820'
L7	S87°18'10"W	14.998'
L8	S87°18'10"W	14.415'
L9	S87°18'10"W	13.972'
L10	N52°07'34"E	24.358'

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.53 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FOR THE EXERCISE OF THE EASEMENT RIGHTS.

2. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS , INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED FEBRUARY 23, 2018 AND REVISED JANUARY 17, 2019. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.

3. THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL ARE ALLOWED. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND ARE NOT A NUISANCE UNDER THE LAW.

4. ALL ROCK WALLS ARE PRIVATE. ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND SUBSEQUENT PURCHASERS. SAID OWNER AND SUBSEQUENT PURCHASERS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.

5. LOTS 5 - 11 SHALL HAVE NO VEHICULAR ACCESS ONTO COPPER CLIFF DRIVE. ADDITIONALLY, LOT1 SHALL HAVE NO VEHICULAR ACCESS TO BANDED HILLS DRIVE.

HAZARD RESTRICTIONS:

6. A GEOLOGIC - HAZARD STUDY DATED APRIL 30, 2018 BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS AS PART OF THE HILLSIDE APPROVAL FOR THIS PROJECT. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. BY PURCHASING PROPERTY WITHIN THIS PLAT THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO A HILLSIDE AND/OR ROCK FALL AND DOES INDEMNIFY AND HOLD THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, EXPENSE OR LOSS OF WHATEVER NATURE WHICHMAY ARISE AS A DIRECT OR INDIRECT RESULT OF HAZARDS REFERRED TO HEREIN. BUILDERS AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS PROJECT REPORT.

Subdivision Final Plat for

BANDED RIDGE SUBDIVISION

Located in Section 15, Township 43 South, Range 15 West, SLB&M

SHEET 2 OF 2

Agenda Date: 12/04/2025 **Agenda Item Number:** 09

Subject:

Consider approval of Ordinance No. 2025-101 amending the City's General Plan by adding a Water Use and Preservation Element to the General Plan. (Case No. 2025-GPA-016)

Item at-a-glance:

Staff Contact: Carol Winner/ Scott Taylor

Applicant Name: City of St. George

Reference Number: 2025-GPA-016

Address/Location:

N/A

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

In 2022, Utah State Legislature recognized the need to address the states water use practices and required that each municipal General Plan includes a water use and preservation element to address water capacity, water use, and the effect that different land development could have on the water supply and availability.

Staff Narrative (need/purpose):

The City of St. George has been working on a comprehensive general plan update to add a Water Use and Preservation Element to satisfy the requirements of the State. The Water Element provides a robust, compliance-oriented framework aligning growth with sustainable water management. St. George integrates infrastructure investment, conservation ordinances, pricing strategies, and technology upgrades to secure its long-term water supply amid rapid growth and arid conditions.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At the November 18, 2025, Planning Commission meeting, a public hearing was held for the proposed amendment to the General Plan to add the Water Use and Preservation element. With a unanimous vote, the Planning Commission recommended approval

Attachments

PLANNING COMMISSION AGENDA REPORT: 11/18/2025
CITY COUNCIL AGENDA REPORT: 12/04/2025

REQUEST: Consider a request to adopt a comprehensive general plan update to add a Water Use and Preservation Element to the General Plan (2025-GPA-016)

BACKGROUND:
The City of St. George has been working on a comprehensive general plan update to add a Water Use and Preservation Element. In 2022, Utah State Legislature recognized the need to address the state's water use practices and required that each municipal General Plan includes a water use and preservation element to address water capacity, water use, and the effect that different land development could have on the water supply and availability.

The Water use and Preservation Element is to address the following:

1. The effect of permitted development on the water demand and water infrastructure
2. Methods of reducing water demand and per capita water use for existing development.
3. Methods of reducing water demand and per capita water use for future development.
4. Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices.

There are nine sections in the proposed Water Use and Preservation Element. Below is a summary of each section:

Introduction
St. George, located in southwest Utah near the Arizona border, has over 105,000 residents and is among the state's fastest-growing cities. Its popularity as a tourist destination often increases its temporary population. The City operates a comprehensive culinary water system and an expanding secondary irrigation system serving a 49,000-acre area that includes residential, commercial, industrial, and recreational users. Committed to water conservation, St. George collaborates with the Washington County Water Conservancy District (WCWCD) and has adopted multiple planning documents to meet all state-mandated water use and preservation requirements.

Culinary Water System Overview

- Sources: 24 groundwater wells, 16 springs, and water purchased from the Washington County Water Conservancy District (WCWCD), mainly from Quail Creek and Sand Hollow.
- Dependency: 60% of culinary water comes from WCWCD; this share is expected to rise.
- Infrastructure: ~900 miles of pipelines, 22 reservoirs (50.5 million gallons storage), and 31 pressure zones.

- Regional Partnership: Since 2006, the WCWCD oversees development of new sources under a Regional Water Supply Agreement.

Secondary Irrigation Water System Overview

- Sources**:** Water from Virgin and Santa Clara Rivers, groundwater wells, and reuse water from the city's tertiary treatment facility.
- Infrastructure: ~200 miles of pipelines, 22 reservoirs (9 million gallons), and 14 pump stations serving 19 pressure zones.

Current Water Use

- Total delivered in 2024: 10.5 billion gallons (≈32,500 acre-feet)
  - Culinary: 8.93 billion gallons
  - Secondary: 1.88 billion gallons
- Total annual Consumption varies from year to year
- Use breakdown: 63% residential; 25% Industrial; 11% Commercial; 1% Institutional
- Since 2020 use has been consistent but 5,800 new connections have been made
- Seasonal variation: Summer use ≈4× more than winter use due to landscaping

---

Projected Water Use

- Growth expected to continue, with build-out by ~2053.
- Annual growth rate: ~4.76% initially, slowing toward build-out.
- Demand (2023–2053): Total municipal and industrial demand to rise from 41,000 to ~69,500 acre-feet.
- WCWCD's 20-year plan adds 42,746 acre-feet of new water supply through reuse, conservation, groundwater optimization, and agricultural conversion.

Land Use Ordinances

Adopted ordinances in 2022 require:

- Residential: Lawn area limited to 8% of lot size (≤1,500–2,000 sq. ft.); Lawn prohibited in park strips; no turf on slopes >15% or in strips < 8 ft; native plants and efficient irrigation required; water feature limited to 50 gallon capacity
- Non-Residential: Lawn only permitted in active recreation areas; no turf on slopes; trees must be water-conserving species; mandatory separate metering and WaterSense smart controllers.
- General: Prohibition of non-functional turf; seasonal limits on misting systems; mandatory secondary system use where available.

Water Conservation

- Goal: Reduce regional water use by 18% (2022–2042).
- Four pillars of successful conservation: Regulation, pricing, incentives, and education.
- Pricing: Tiered rate structure plus WCWCD surcharge for excessive use (up to $10 per 1,000 gallons beyond threshold).
- Loss reduction: Apparent water losses at 9.85% (≈3,000 acre-feet); city aims to reduce to < 8%.
- Technology: Citywide rollout of Advanced Metering Infrastructure (AMI) for real-time leak detection and customer awareness.

Goals and Objectives

Goal 1 – Reduce Indoor Use:

- Enforce hot-water recirculation system requirements
- Promote efficiency rebates (e.g., high-efficiency toilets)

Goal 2 – Reduce Outdoor Use:

- Support WCWCD rebate programs
- Extend secondary irrigation system coverage
- Install AMI metering citywide
- Enforce waterwise ordinance requirements
- Convert city facilities to secondary water
- Implement “Net Zero Landscaping” (replace new turf with equivalent turf removal elsewhere)

Goal 3 – Increase Education:

- Expand public outreach on xeriscaping and support WCWCD desert garden programs

Goal 4 – Reduce Wasteful Practices:

- Cut system water loss to 8%
- Implement a proactive pipe replacement and leak detection programs

---

Summary

The *Water Element* provides a robust, compliance-oriented framework aligning growth with sustainable water management. St. George integrates infrastructure investment, conservation ordinances, pricing strategies, and technology upgrades to secure its long-term water supply amid rapid growth and arid conditions.

RECOMMENDATION:

At the November 18, 2025, Planning Commission meeting, a public hearing was held for the proposed amendment to the General Plan to add the Water Use and Preservation element. With a unanimous vote, the Planning Commission recommended approval.

ALTERNATIVES:

1. Approve this amendment to the General Plan to add the Water Use and Preservation Element
2. Deny this amendment to the General Plan to add the Water Use and Preservation Element
3. Continue the proposed amendment to the General Plan to add the Water Use and Preservation Element

POSSIBLE MOTION:

I move we approve this amendment to add the Water Use and Preservation Element to the General Plan as presented.

Exhibit A
Water Use and Preservation Element of the General Plan

Water Use and Preservation Element of the General Plan

Introduction

Located in the extreme southwestern region of Utah, the City of St. George has a current estimated population of over 105,000 residents and is one of the fastest growing municipalities in the State. Due to the attractive nature of the City as a tourist and vacation destination, temporary occupancy of the City can be significantly higher. St. George operates a culinary water system that serves all of its service area, and an expanding secondary irrigation system that serves smaller portions of the area. The total service area encompasses over 49,000 acres of land and borders the State of Arizona to the south. In addition to permanent residents, the City provides water service to a number of golf courses, resorts, and many other commercial, industrial, and institutional entities.

In 2022, the Utah State Legislature recognized the need to address the state's water use practices and required that each municipal General Plan includes a water use and preservation element to assess water capacity, water use, and the effect that different types of land development could have on the water supply and availability. Utah State Statute 10-20-404 was enacted and requires the following components to be included and addressed in a municipalities General Plan.

5. The effect of permitted development on the water demand and water infrastructure
6. Methods of reducing water demand and per capita water use for existing development.
7. Methods of reducing water demand and per capita water use for future development.
8. Opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.

The City of St. George is committee to conserve water in Southwest Utah and has worked diligently within Washington County to address all four mandated components listed above. The following documents illustrate the dedication of the municipalities along with the Washington County Water Conservancy District (WCWCD) to conserve water in Washington County. These adopted documents address all four component requirements mandated by the state.

1. City of St. George *2025 Culinary Water Master Plan*
2. *2025 Secondary Irrigation Master Plan*
3. Washington County Water Conservancy District's *2025 Joint Agency Water Conservation Plan*
4. WCWCD *2023 Regional Water Master Plan*

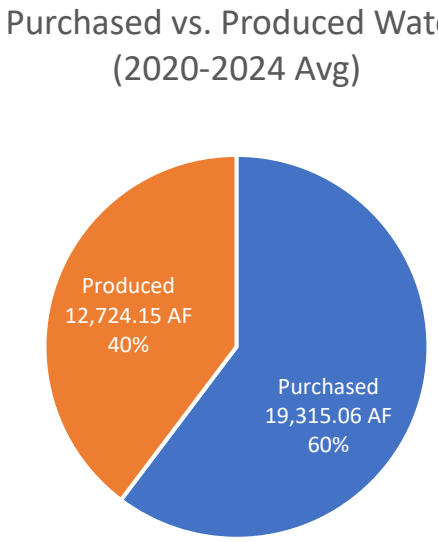
5. WCWCD *2023 20-year Plan to Secure New Water Supplies*
6. City of St. George Municipal Code.

Culinary Water System Overview

The City of St. George's *2025 Culinary Water Master Plan* provides a comprehensive evaluation of the City's existing culinary water infrastructure and provides a detailed plan of improvements and investments necessary to sustain long term growth and infrastructure improvements through the year 2045.

The City relies on various sources of water for its culinary irrigation water needs. The City owns and operates 24 groundwater wells and 16 spring sources to supply the culinary water needed. In addition, the City purchases culinary water from the WCWCD from its Quail Creek Water Treatment Plant and its Sand Hollow groundwater well sources.

As shown in the figure below, currently 60% of the culinary water provided to the City is water that has been purchased from the WCWCD.



While the City currently produces approximately 40% of its culinary water from its own water sources, it is anticipated that the percentage of water produced from its own sources will continue to decrease over time.

In 2006, the City of St. George, along with seven other regional municipal partners, joined the WCWCD in a Regional Water Supply Agreement (RWSA). The RWSA stipulates that the development of new water sources necessary for continued growth of the region will be the responsibility of the WCWCD, not individual municipalities. The City continues to work closely with the WCWCD in planning and developing new water sources for the region. The City has assisted the WCWCD in developing the *WCWCD*

2025 Joint Agency Water Conservation Plan, the *WCWCD 2023 Regional Water Master Plan*, and the *WCWCD 2023 20-year Plan to Secure New Water Supplies* documents. The City's culinary water distribution system is complex and extensive. The culinary water system includes nearly 900 miles of pipelines, ranging from 2 inches to 30 inches in diameter. The distribution system includes 50.5 million gallons of storage in 22 storage reservoirs, and 18 booster pumps conveying water through 31 different pressure zones.

Secondary Irrigation Water System Overview

The City of St. George's *2025 Secondary Irrigation Water Master Plan* provides a comprehensive evaluation of the City's existing secondary irrigation water infrastructure and provides a detailed plan of improvements and investments necessary to sustain long term growth and infrastructure improvements through the year 2045.

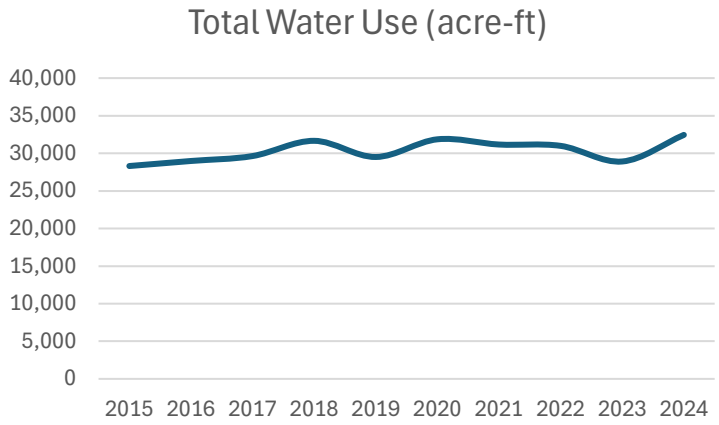
There are numerous sources of irrigation water supplying the secondary irrigation system. The City owns shares in seven different private irrigation companies, with the City being the majority shareholder in most. Most of the water provided to these companies is water diverted from the Virgin River or Santa Clara River. In addition, the City operates several groundwater wells, which also supply water to its irrigation distribution system. In 2006, the City commissioned a water reuse plant, which treats a portion of the wastewater effluent from the St. George Regional Water Reclamation Facility with tertiary filtration to produce Type I Reuse water, suitable for outdoor irrigation and safe for human contact.

The City's secondary irrigation distribution system includes over 200 miles of pipeline, ranging from 4 inch to 30 inch in diameter. The system also includes 22 tanks or reservoirs, providing over 9 million gallons of storage, and 14 pump stations, ranging from 700 to 5,280 gallons per minute flow capacity, pumping to 19 separate pressure zones throughout the system.

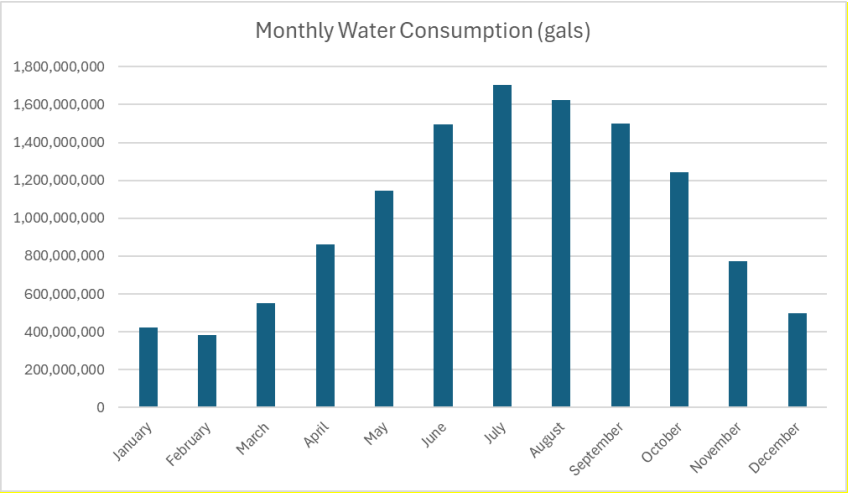
Current Water Use

In 2024, the City delivered approximately 10.5 billion gallons (32,500 acre-ft) of water to its customers. Of that, 8.93 billion gallons (26,700 acre-ft) was culinary water, while 1.88 billion gallons (5,800 acre-ft) was secondary irrigation water.

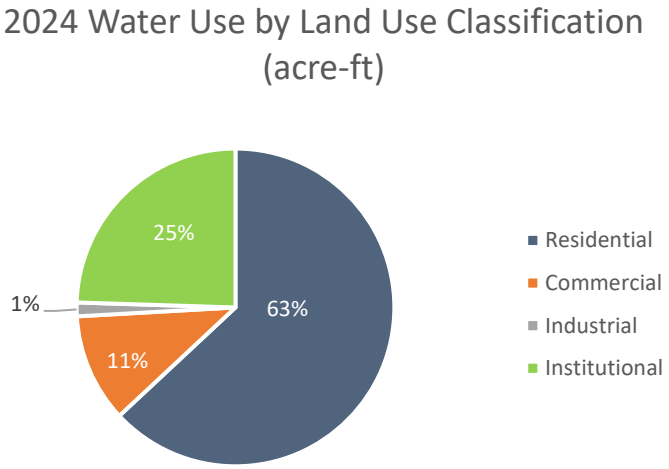
The following figure Illustrates the total water use over the past 10 years from 2015 to 2024.



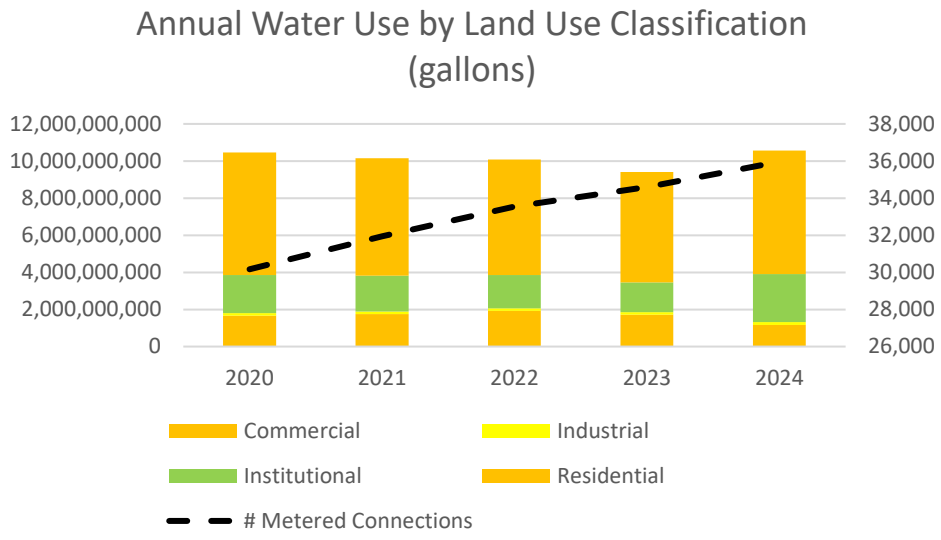
As shown above, the total annual water consumption varies from year to year. This variation occurs for a number of reasons, with climate and temperatures being major factors in these annual variations. As illustrated in the following figure, monthly water use during summer months is approximately four times (4X) the water use during winter months, directly attributed to outdoor irrigation of landscaped areas. It is estimated that over 60% of water used in the City is used for outdoor irrigation of landscaped areas, where temperatures and precipitation are a direct factor in the amount of water required to sustain landscaped areas.



While the total water use or consumption fluctuates annually, the water use relative to the different types of land use tends to be fairly consistent. When evaluating total water use for residential, commercial, industrial, and institutional land uses, the relative percentage of water use between these uses is fairly consistent, with residential water use accounting for approximately 63% of the total water use, as illustrated in the following figure.



While the total amount of annual water use varies from year to year, from 2020 through 2024, the overall water use has been relatively consistent at approximately 10 billion gallons consumed annually. During that same time period, the total number of connections to the water system increased by nearly 5,800, or about 1,160 connections added per year.



Projected Water Use

As detailed in the City's 2025 Culinary Water Master Plan and 2025 Secondary Irrigation Master Plan, a comprehensive evaluation of water use and growth projections has been conducted. This analysis builds upon the City's significant growth over the past four decades, as illustrated in the following table.

Year	City of St. George Population	% Growth	Avg. Annual Growth Rate
1990	28,572		
2000	49,663	73.8%	5.7%
2010	72,897	46.8%	3.9%
2020	95,342	30.8%	2.7%

It is anticipated that St. George City will continue to see rapid growth. The Kem C. Gardner (KCG) Institute publishes long-term growth data for Washington County through the year 2060. The KCG data does not subcategorize growth within the county. However, the WCWCD's updated master plan develops subcounty growth projections based on the KCG baseline household growth scenario.

The growth rate developed by the WCWCD is for an equivalent residential connection (ERC). Subcounty growth was established by analyzing anticipated growth in each municipality based on input from St. George City and other regional supply partners. The projected subcounty growth was calibrated to meet the overall projected county growth rate determined by the Kem C. Gardner baseline household growth. It is anticipated that the annual growth rate will be approximately 4.76% but will steadily decline over the next three decades as the growth approaches build out conditions near 2053.

Build-out is realized when all developable land in the City has been developed. The amount of remaining developable land in St. George has been estimated using the City's current land use and zoning plans. The land use and zoning plans identify the location and type of development that has been approved for specific areas throughout the City.

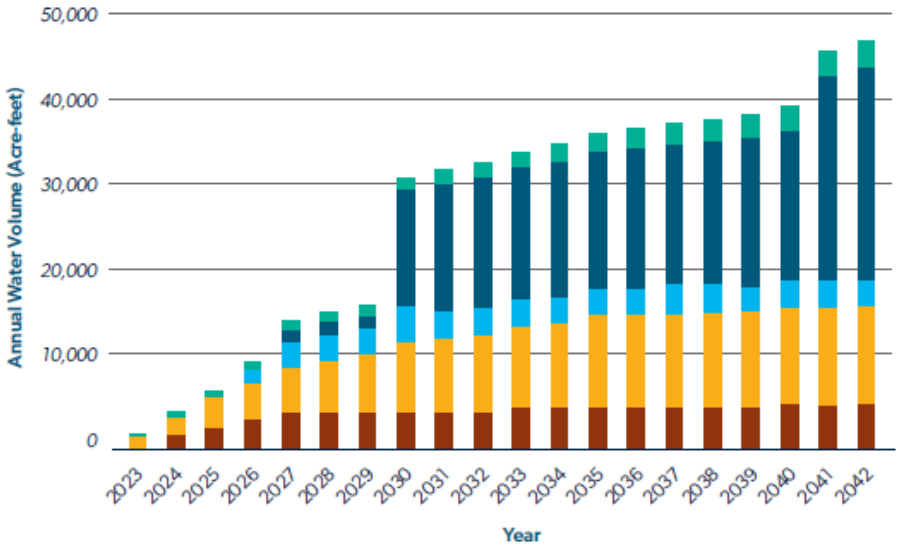
The following table estimates the projected water demand for both culinary water and secondary irrigation water over the next several years.

Year	Total Municipal and Industrial Demand (ac-ft)	Potable Demand (ac-ft)	Secondary Demand (ac-ft)
2023	41,075	34,833	6,242
2024	42,576	35,803	6,772
2025	44,061	36,758	7,303
2026	45,625	37,791	7,833
2027	47,145	38,781	8,364
2028	48,633	39,739	8,894
2029	50,076	40,651	9,425
2030	50,535	40,580	9,955
2031	51,617	41,131	10,486

Year	Total Municipal and Industrial Demand (ac-ft)	Potable Demand (ac-ft)	Secondary Demand (ac-ft)
2032	52,716	41,700	11,016
2033	53,860	42,314	11,547
2034	55,031	43,373	11,658
2035	55,731	43,962	11,769
2036	57,065	45,185	11,880
2037	58,350	46,358	11,991
2038	59,591	47,489	12,103
2039	60,790	48,576	12,214
2040	61,936	49,611	12,325
2041	63,023	50,586	12,436
2042	64,051	51,503	12,547
2043	65,015	52,357	12,658
2044	65,918	53,149	12,770
2045	66,752	53,872	12,881
2046	67,396	54,404	12,992
2047	67,957	54,854	13,103
2048	68,435	55,221	13,214
2049	68,833	55,508	13,325
2050	69,152	55,715	13,436
2051	69,356	55,809	13,548
2052	69,486	55,827	13,659
2053	69,517	55,747	13,770

Since the City of St. George joined the WCWCD Regional Water Supply Agreement in 2006, the responsibility of developing new water sources shifted from the City to the WCWCD. In order to sustain the anticipated growth over the next twenty years, the WCWCD has developed a source development plan, with elements comprising of water reuse projects, water conservation, groundwater optimization projects, and agricultural conversion.

The following figure identifies the estimated annual yield of each of the water source elements of their 20-year source development plan.



New Water Supplies	Estimated Annual Yeild (AFY)
Water Reuse	24,716
Conservation	11,421
New Potable Water Projects	4,787
Groundwater Optimization	3,000
Agriculatural Conversion	3,216
Total New Water	**47,141**
Total Volume Required for 20-Year Growth	**42,746**

Over the next twenty years, it is anticipated that the WCWCD will develop 42,746 acre-ft of new water sources. During that same time period, it is anticipated that the City water demand will increase by approximately 24,000 acre-feet as a result of the anticipated growth.

Land Use Ordinances

The City of St. George's land use ordinances are found in Title 10 of the St. George City Municipal Code. In 2022, the City, along with other regional municipal partners, developed and adopted uniform water efficiency standards. These standards were included in the land use zoning ordinances. Below is a summary of current landscape requirements found in the land use Zoning Ordinances of the City of St. George.

Residential:

- The total lawn area for any residential lot or common/limited common areas associated with a private pad, regardless of zoning, shall not exceed eight percent (8%) of the total lot size up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet.
- Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide and on any slope that exceeds fifteen percent (15%). Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include grass.
- Exterior decorative water features are limited to one (1) with a fifty (50) gallon or less capacity and maintained recirculating pump.

- The use of native plants and other water-conserving plants is required to promote water conservation.

Non-Residential:

- At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement.
- Lawn is limited to eight percent (8%) of the landscaped area. In no event shall lawn be placed within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.
- In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one and one-half inch (1 1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. Water-conserving tree species suitable for desert landscapes are required to meet this requirement
- Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips, all landscape areas less than eight feet (8') wide, and within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.
- No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.
- Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.
- All individually platted multifamily or commercial units shall be separately metered, sub-metered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. and meters.
- All non-single-family development shall have separate water meters for landscape irrigation of areas more than five thousand (5,000) square feet.
- outside misting systems shall only operate during the May-through-September time period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.
- If secondary irrigation water is available, each project shall connect to the secondary system for all outdoor water use.
- It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.

Water Conservation

Water conservation is an essential element of the regional water supply plan. It is estimated that water conservation will account for over 11,400 acre-feet of the 42,750 acre-feet of water that is required to sustain growth in the region over the next 20 years. To support this objective, the City of St. George recently adopted the WCWCD *2025 Joint Agency Regional Water Conservation Plan*. This plan identifies the regional water conservation goal of reducing its water use by 18 percent between 2022 and 2042, with an anticipated 7.7 percent reduction by 2030.

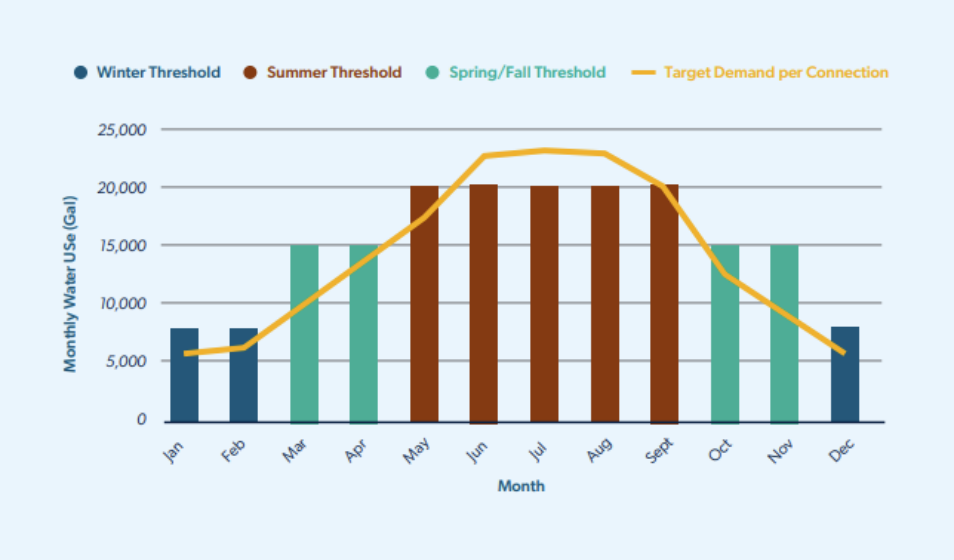
The regional water conservation plan identifies four pillars of a successful water conservation program as regulation, pricing, incentives, and education. Each of these components plays a critical role in achieving the region's long-term conservation goals.

As previously noted, the City has recently adopted some very aggressive uniform water efficiency standards and has codified those standards in its municipal land use zoning ordinances. The enforcement of these standards is expected to significantly reduce water demand in future developments, contributing directly to the City's conservation objectives.

To further promote conservation among both existing and future customers, the City has also implemented progressive water pricing strategies designed to encourage reduced water use. The City's tiered water rate structure applies increasingly higher volumetric rates as consumption rises, creating a financial incentive for users to use water more efficiently. A summary of the current tiered rate structure is provided below.

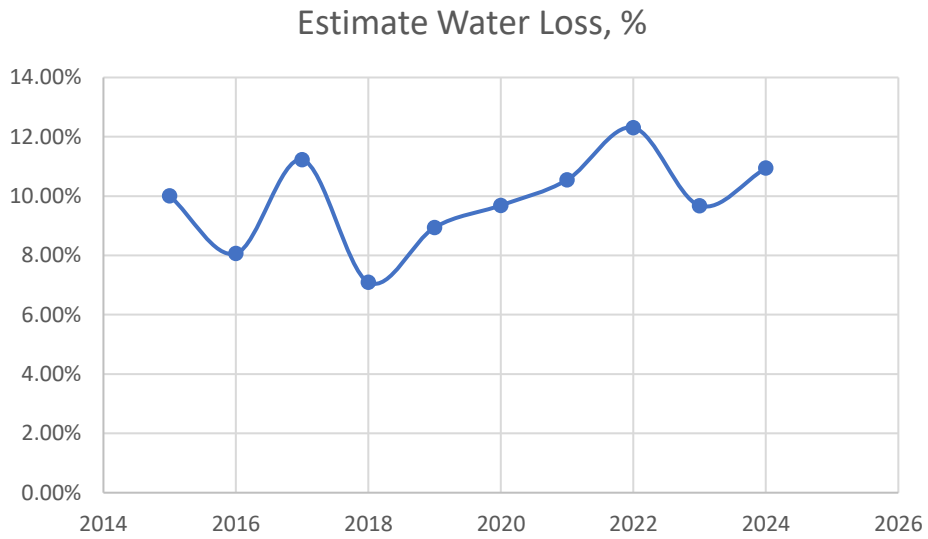
BASE RATE +		$1.58 per 1,000 GAL.	$2.08 per 1,000 GAL.	$2.38 per 1,000 GAL.	$2.68 per 1,000 GAL.	$3.23 per 1,000 GAL.	$3.88 per 1,000 GAL.	$4.63 per 1,000 GAL.
(REFER TO CHART BELOW)		(REFER TO CHART BELOW FOR GALLON THRESHOLD)						
METER SIZE	BASE RATE	TIER 1 THRESHOLD	TIER 2 THRESHOLD	TIER 3 THRESHOLD	TIER 4 THRESHOLD	TIER 5 THRESHOLD	TIER 6 THRESHOLD	TIER 7 THRESHOLD
3/4"	$22.75	Up to 7,500 gal.	7,501 – 15,000 gal.	15,001 – 22,500 gal.	22,501 – 30,000 gal.	30,001 – 37,500 gal.	37,501 – 45,000 gal.	45,001 gal. +
1"	$56.88	Up to 15,000 gal.	15,001 – 30,000 gal.	30,000 – 45,000 gal.	45,001 – 60,000 gal.	60,001 – 75,000 gal.	75,001 – 90,000 gal.	90,000 gal. +
1 1/2"	$91.37	Up to 30,000 gal.	30,001 – 60,000 gal.	60,001 – 90,000 gal.	90,001 – 120,000 gal.	120,001 – 150,000 gal.	150,001 – 180,000 gal.	180,001 gal. +
2"	$162.43	Up to 50,000 gal.	50,001 – 100,000 gal.	100,001 – 150,000 gal.	150,001 – 200,000 gal.	200,001 – 250,000 gal.	250,001 – 300,000 gal.	300,001 gal. +
3"	$365.48	Up to 100,000 gal.	100,001 – 200,000 gal.	200,001 – 300,000 gal.	300,001 – 400,000 gal.	400,001 – 500,000 gal.	500,001 – 600,000 gal.	600,001 gal. +
4"	$649.74	Up to 200,000 gal.	200,001 – 400,000 gal.	400,001 – 600,000 gal.	600,001 – 800,000 gal.	800,001 – 1,000,000 gal.	1,000,001 – 1,200,000 gal.	1,200,001 gal +
6"	$1,461.92	Up to 300,000 gal.	300,001 – 600,000 gal.	600,001 – 900,000 gal.	900,001 – 1,200,000 gal.	1,200,001 – 1,500,000 gal.	1,500,001 – 1,800,000 gal.	1,800,001 gal. +

In addition to the tiered water rate structure, the WCWCD assesses an Excessive Water Use Surcharge for any water used over a set monthly threshold. For all homes constructed prior to 2022, there is a $1.00 surcharge per 1,000 gallons of water used over 36,000 per month. For all homes constructed after 2002, the excess surcharge is $10.00 per 1,000 gallons over a monthly threshold as shown in the figure below, with the monthly thresholds varying seasonally:



In an effort to reduce water use on a city-wide scale, the City is taking proactive measures to reduce the apparent water losses within it's water distribution system.

Over the past 10 years, the City has experienced apparent water losses of approximately 9.85% annually, as illustrated below.



While apparent water losses below 10% are considered acceptable losses, the City is proactively working to reduce those losses, as an apparent water loss of 9.85% represents approximately 3,000 acre-feet of water, or nearly 10 million gallons of water. In an effort to conserve water for sustainable growth, the City is also implementing an Advanced Metering Infrastructure (AMI) project. The City is installing AMI metering endpoints to all water meters throughout the City. The AMI endpoints will provide near-real time water use data to the City and it's customers. With the availability of this data, customers can be notified of a potential leak; track hourly, daily, and monthly uses; and receive additional information regarding their water use.

Goals and Objectives

The following goals and objectives will help the City of St. George improve water use and practices.

Goal 1. Reduce indoor water use.

a. Ensure every new home has the required hot water recirculation systems by performing and recording inspections during the building process.
b. Continue to promote indoor water conservation efforts and incentives, like the high efficiency toilet rebate program.

Goal 2. Reduce outdoor water use

a. Residential
    i. Continue to support WCWCD with grass rebate and smart irrigation controller incentive programs.
    ii. Continue to add secondary water systems

iii. Ensure AMI metering endpoints to all water meters throughout the City

b. Commercial
   i. Continue to support the WCWCD grass rebate program.
   ii. Continue to enforce waterwise ordinance requirements are met with all commercial users through documented inspections.
c. City Facilities
   i. Convert all city facilities to secondary water.
   ii. Implement a Net Zero landscaping program, where for every square foot of turfgrass added to new park facilities, an equal amount of turfgrass is removed from non-functional landscaped areas throughout the City.

Goal 3. Increase educational activities
a. Educate public on best xeriscape practices.
b. Continue to support the WCWCD Desert Garden conservation programs.

Goal 4. Reduce and eliminate wasteful water practices
a. Reduce water loss to 8% annual water loss
   i. Institute and follow a pipe replacement program.
   ii. Explore and implement new technologies for active leak detection.

Exhibit B
PowerPoint Presentation

Water Use and Preservation Element of the General Plan

2025-GPA-016



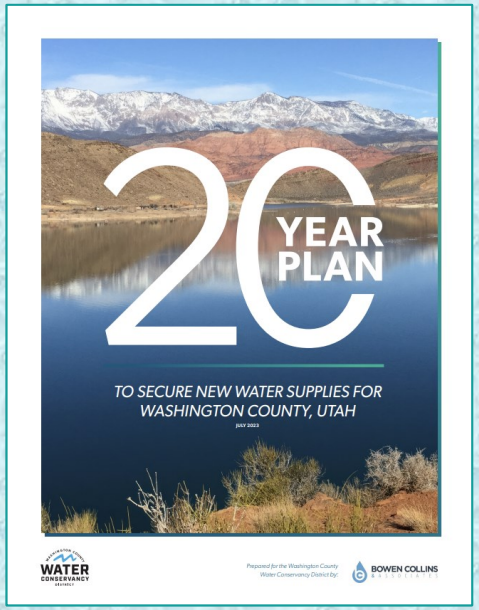
State Requirements

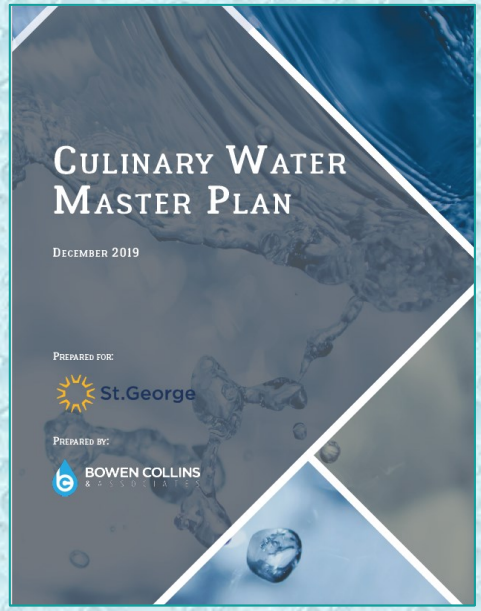
Water use and Preservation Element is to address the following:

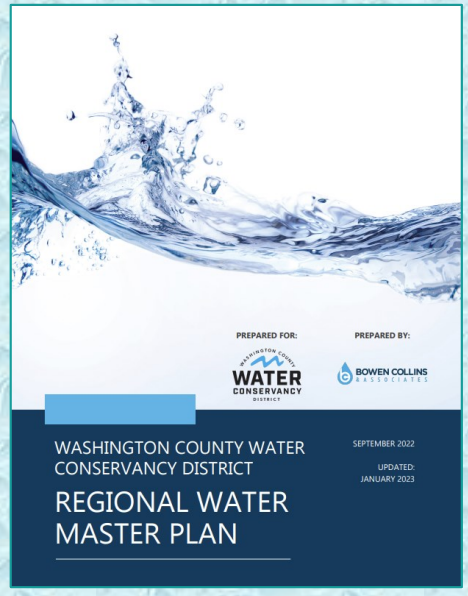
1. The effect of **permitted development** on the water demand and water infrastructure
2. Methods of **reducing water demand** and per capita water use for **existing** development.
3. Methods of **reducing water demand** and per capita water use for **future** development.
4. Modifications that can be made to a local government's operations to **reduce** and **eliminate wasteful water practices**.

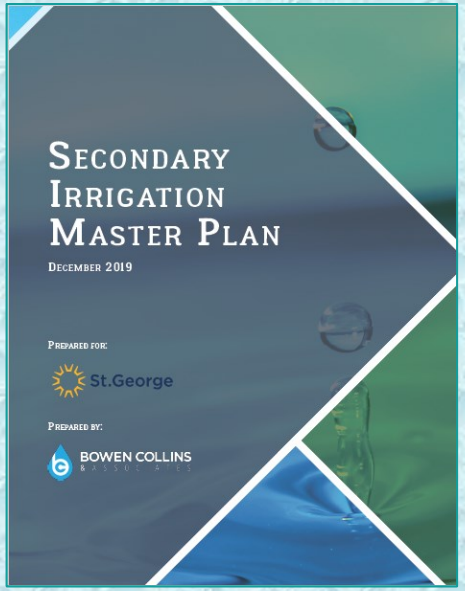
Planning Documents











State Requirements

Water use and Preservation Element is to address the following:

1. The effect of **permitted development** on the water demand and water infrastructure– Detailed in the St. George Culinary Water and Irrigation Master Plans, WCWCD 20-Yr Plan to Secure New Water Sources for Washington County, WCWCD Regional Water Master Plan
2. Methods of **reducing water demand** and per capita water use for **existing** development. -- Joint Agency Regional Water Conservation Plan
3. Methods of **reducing water demand** and per capita water use for **future** development.-- Joint Agency Regional Water Conservation Plan, St. George Municipal Code– Zoning Ordinances, Water Efficiency Standards
4. Modifications that can be made to a local government's operations to **reduce** and **eliminate wasteful water practices**. -- Joint Agency Regional Water Conservation Plan

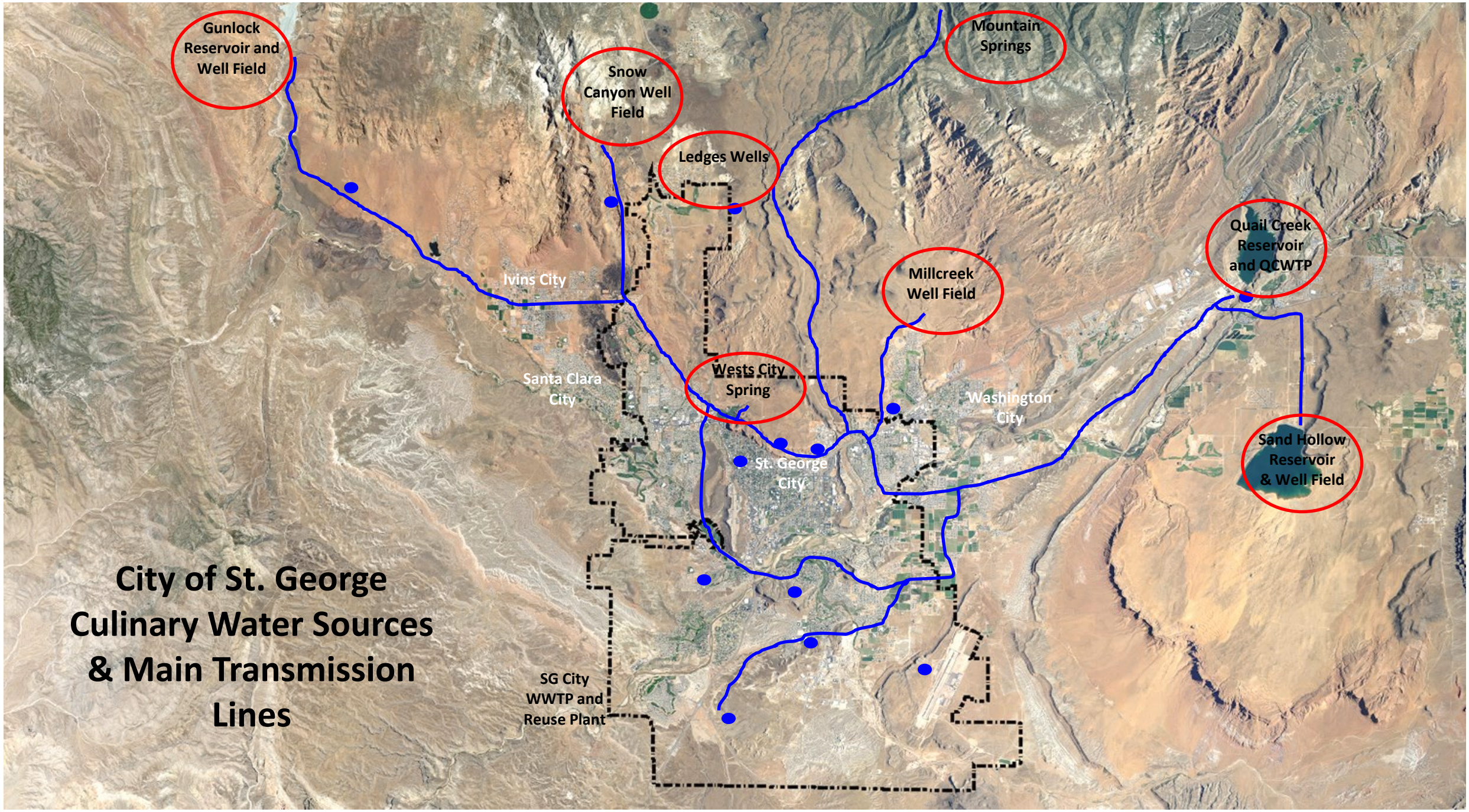
Water System Overview

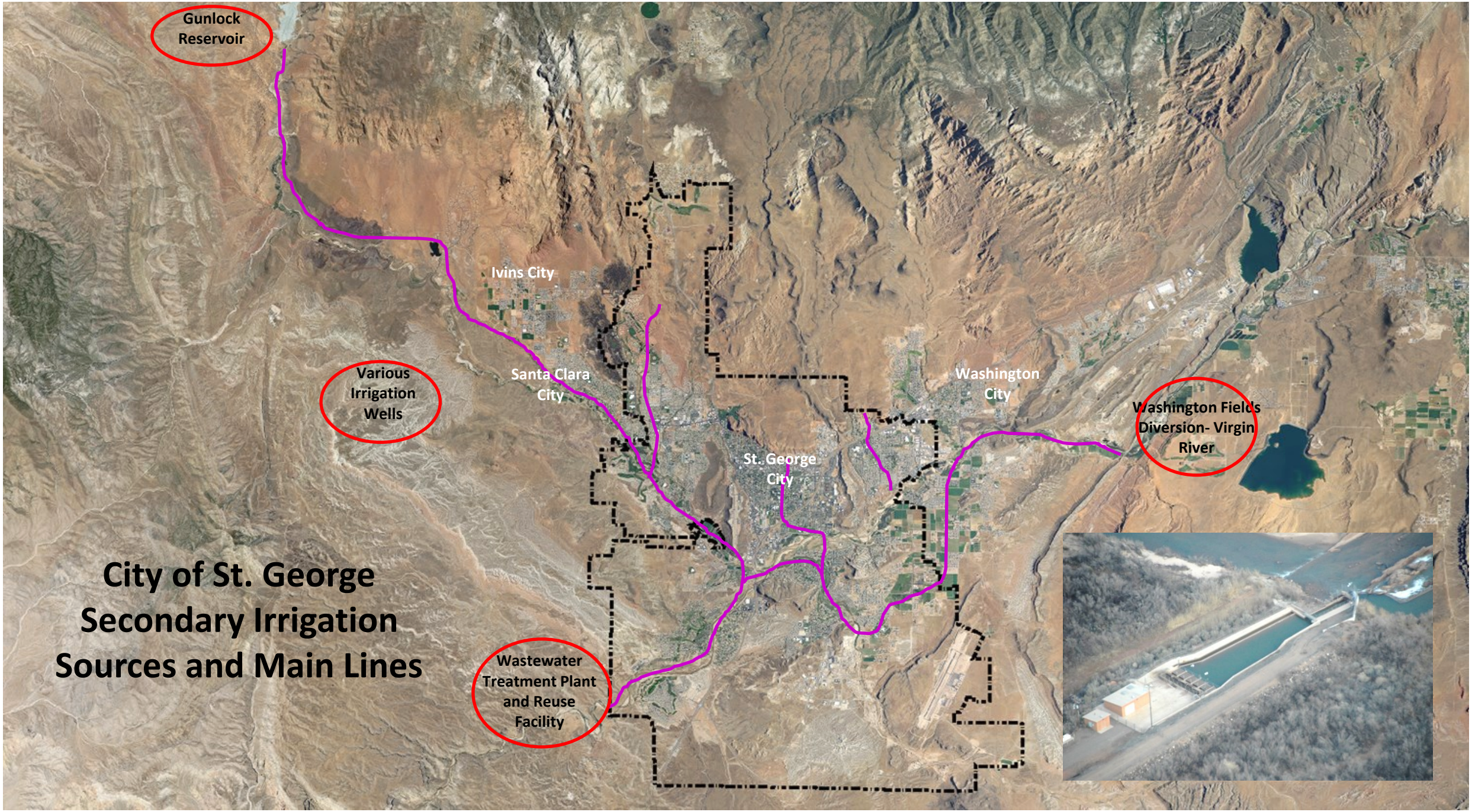
Culinary Water System:

- Sources:
  - Quail Creek WTP
  - Sand Hollow GWTP
  - 24 groundwater wells
  - 16 mountain springs
- Storage:
  - 50.5 Million gallons (22 tanks)
- Conveyance / Distribution:
  - 900 miles pipeline (2”-30”)
  - 36,000 metered connections
  - 18 Booster Pumps
  - 31 Pressure Zones

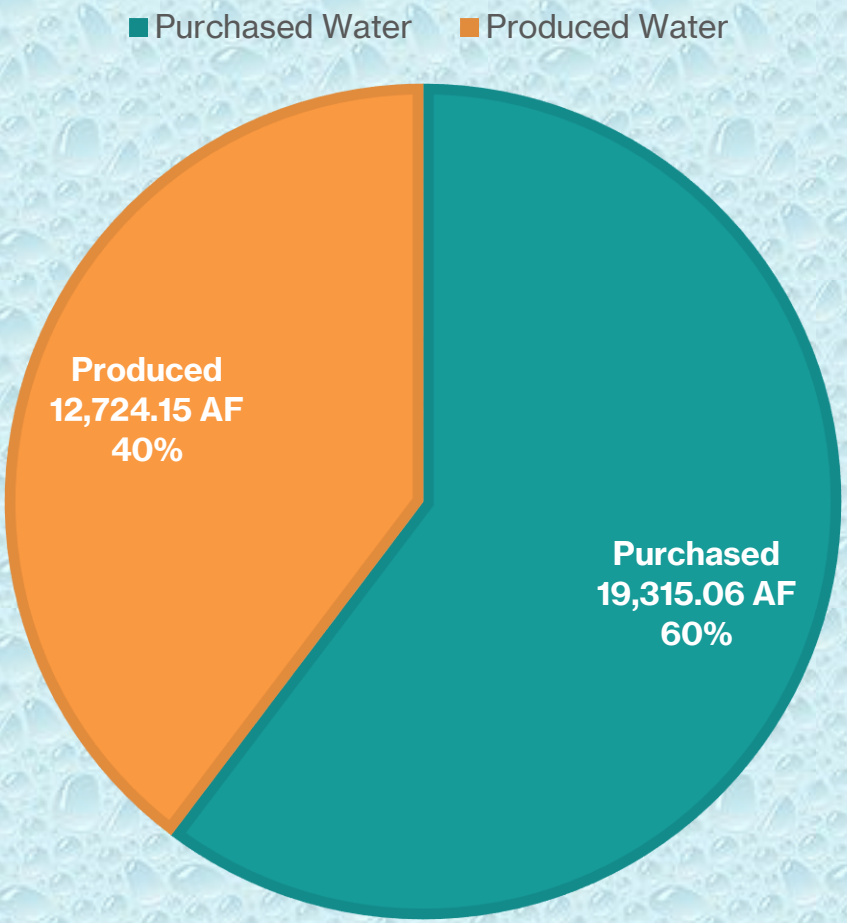
Secondary Irrigation System:

- Sources:
  - Virgin River
  - Santa Clara River
  - Groundwater wells
  - SGRWRF Type I Reuse
- Storage:
  - 9 Million gallons (22 reservoirs)
- Conveyance / Distribution:
  - 200 miles pipeline (4”-30”)
  - 14 Booster Pumps
  - 19 Pressure Zones

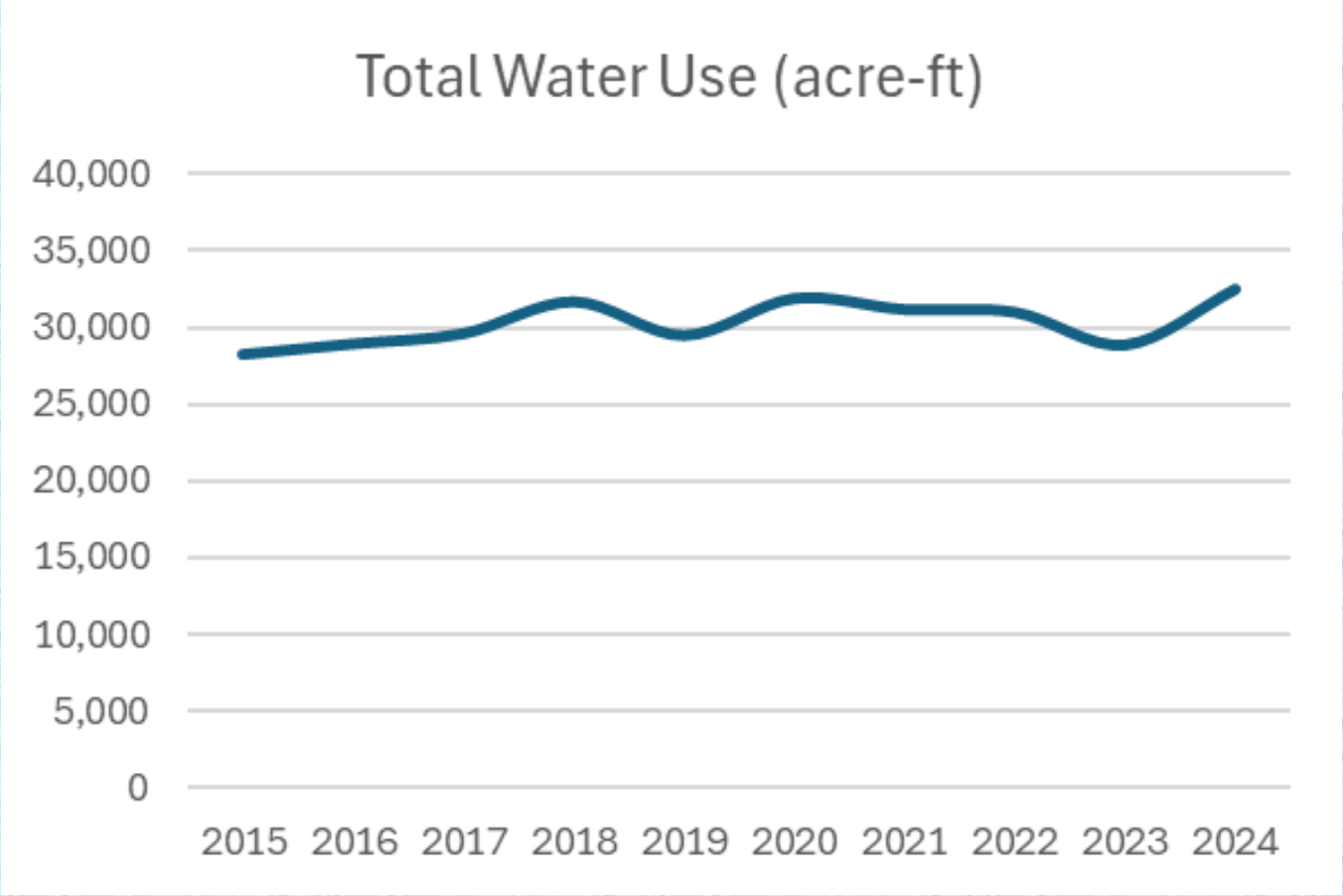

Gunlock Reservoir and Well Field
Snow Canyon Well Field
Mountain Springs
Ledges Wells
Quail Creek Reservoir and QCWTP
Millcreek Well Field
Ivins City
Santa Clara City
Wests City Spring
Washington City
St. George City
Sand Hollow Reservoir & Well Field
SG City WWTP and Reuse Plant
City of St. George Culinary Water Sources & Main Transmission Lines


Gunlock Reservoir
Ivins City
Various Irrigation Wells
Santa Clara City
Washington City
Washington Fields Diversion- Virgin River
St. George City
Wastewater Treatment Plant and Reuse Facility
City of St. George Secondary Irrigation Sources and Main Lines

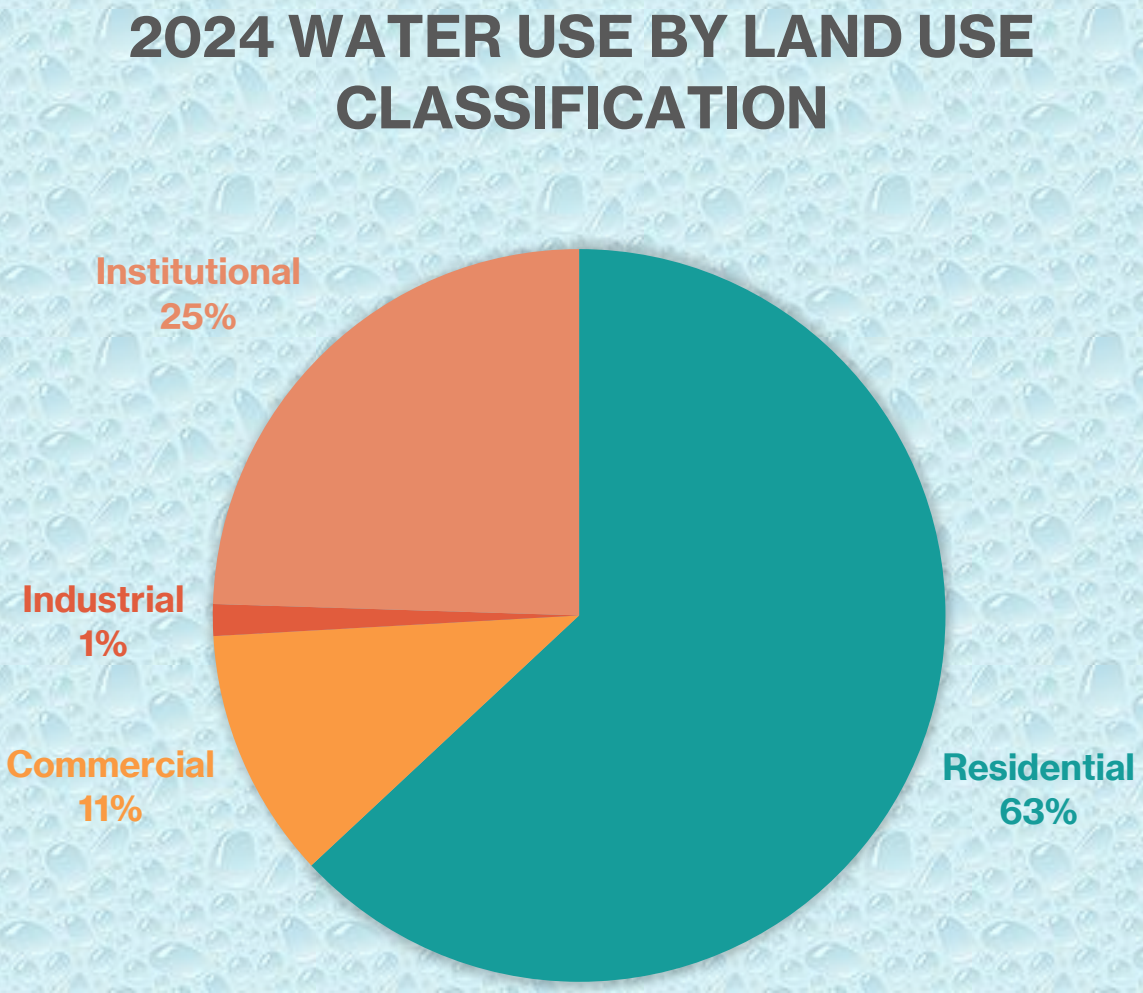
Purchased vs. Produced Water 2020-2024



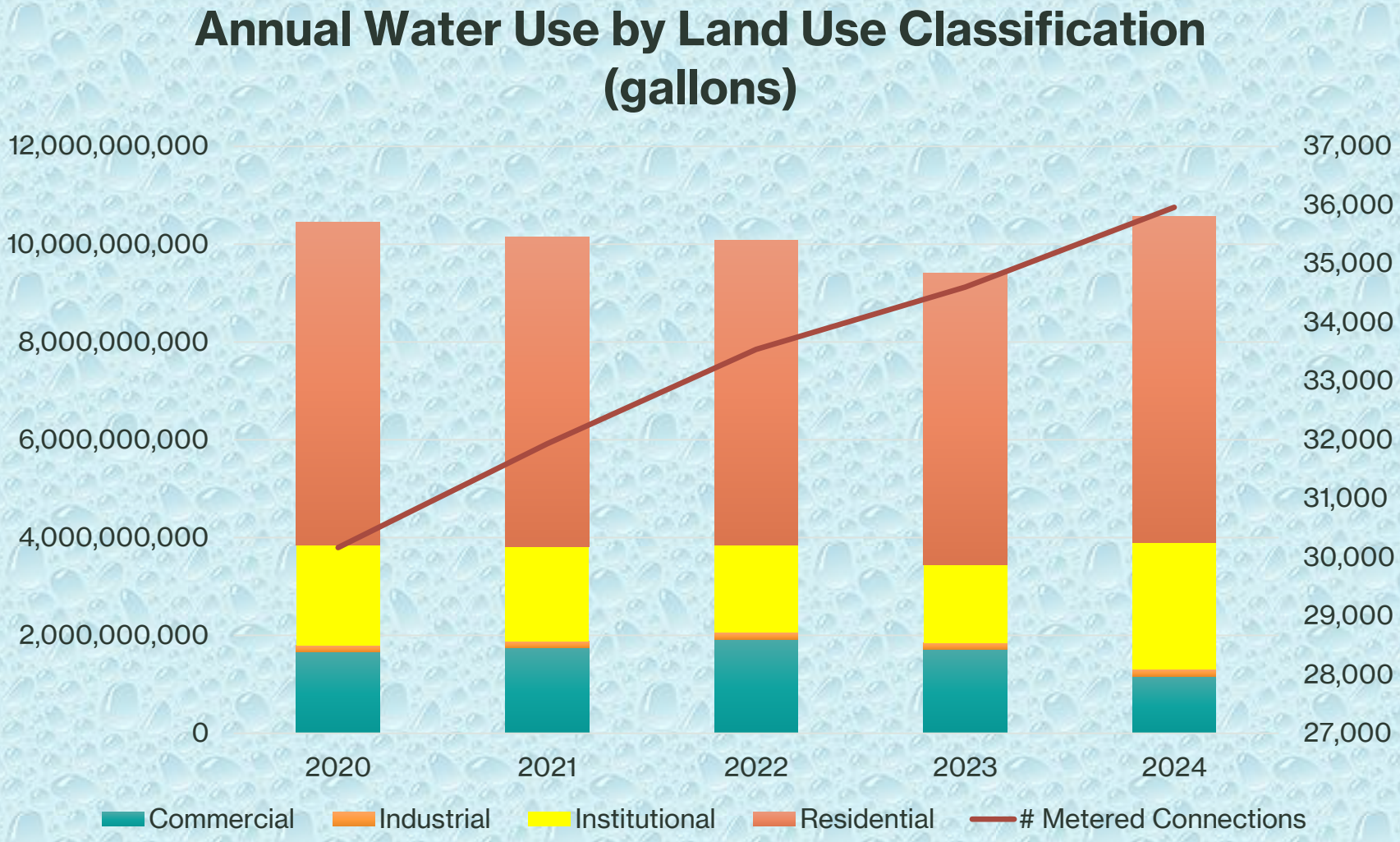
Current Water Use



Current Water Use



Current Water Use



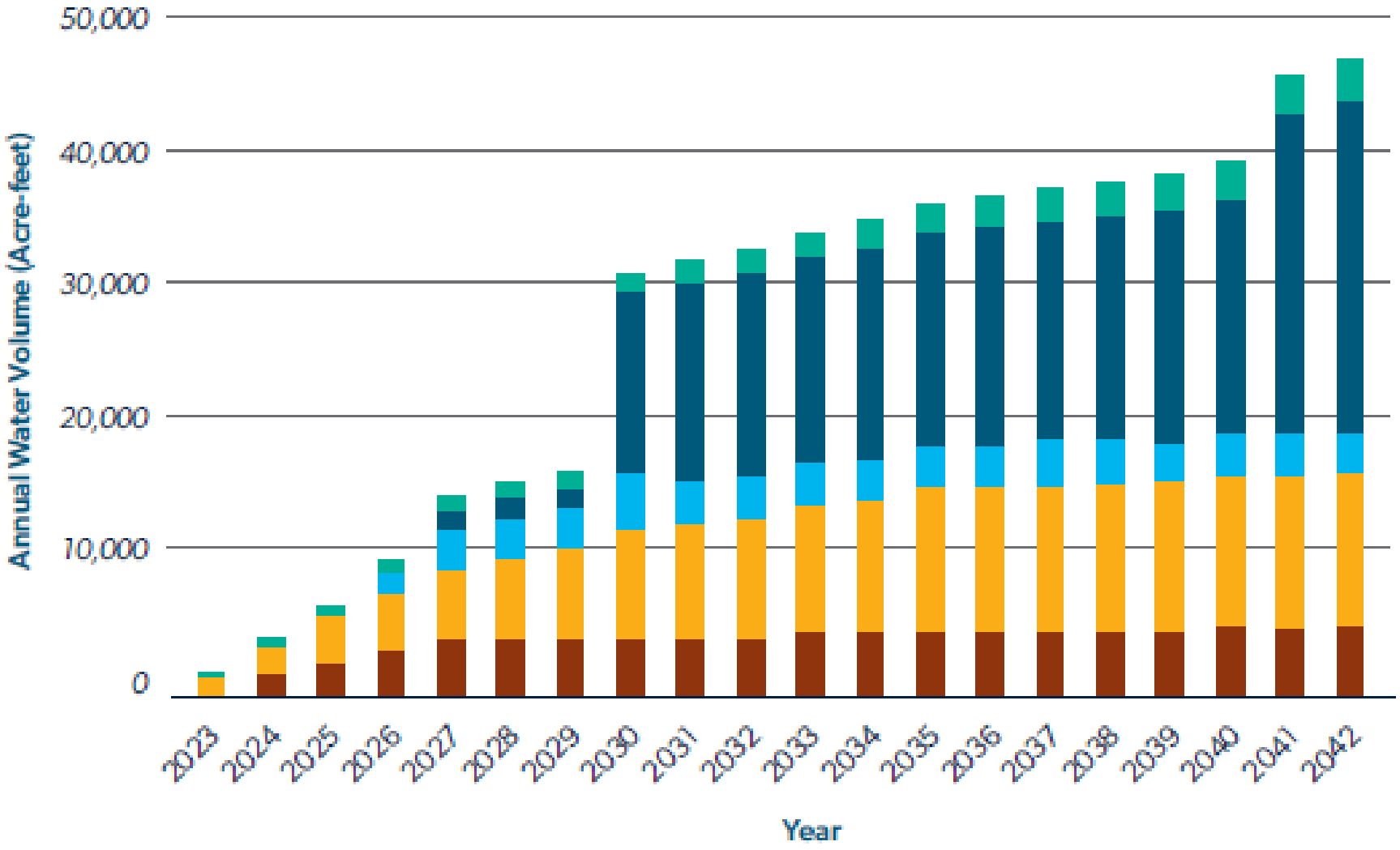
Projected Water Use

Year	City of St. George Population	% Growth	Average Annual Growth Rate
1990	28,572		
2000	49,663	73.8%	5.7%
2010	72,897	46.8%	3.9%
2020	95,342	30.8%	2.7%

Projected Water Use

Year	Total Municipal and Industrial Demand (ac-ft)	Potable Demand (ac-ft)	Secondary Demand (ac-ft)
2023	41,075	34,833	6,242
2024	42,576	35,803	6,772
2025	44,061	36,758	7,303
2026	45,625	37,791	7,833
2027	47,145	38,781	8,364
2028	48,633	39,739	8,894
2029	50,076	40,651	9,425
2030	50,535	40,580	9,955
2031	51,617	41,131	10,486
2032	52,716	41,700	11,016
2033	53,860	42,314	11,547
2034	55,031	43,373	11,658
2035	55,731	43,962	11,769
2036	57,065	45,185	11,880
2037	58,350	46,358	11,991
2038	59,591	47,489	12,103
2039	60,790	48,576	12,214
2040	61,936	49,611	12,325
2041	63,023	50,586	12,436
2042	64,051	51,503	12,547
2043	65,015	52,357	12,658
2044	65,918	53,149	12,770
2045	66,752	53,872	12,881
2046	67,396	54,404	12,992
2047	67,957	54,854	13,103
2048	68,435	55,221	13,214
2049	68,833	55,508	13,325
2050	69,152	55,715	13,436
2051	69,356	55,809	13,548
2052	69,486	55,827	13,659
2053	69,517	55,747	13,770

New Water Supplies



New Water Supplies	Estimated Annual Yeild (AFY)
Water Reuse	24,716
Conservation	11,421
New Potable Water Projects	4,787
Groundwater Optimization	3,000
Agriculatural Conversion	3,216
Total New Water	**47,141**
Total Volume Required for 20-Year Growth	**42,746**

Land Use Ordinances

Title 10 Adoption in 2022

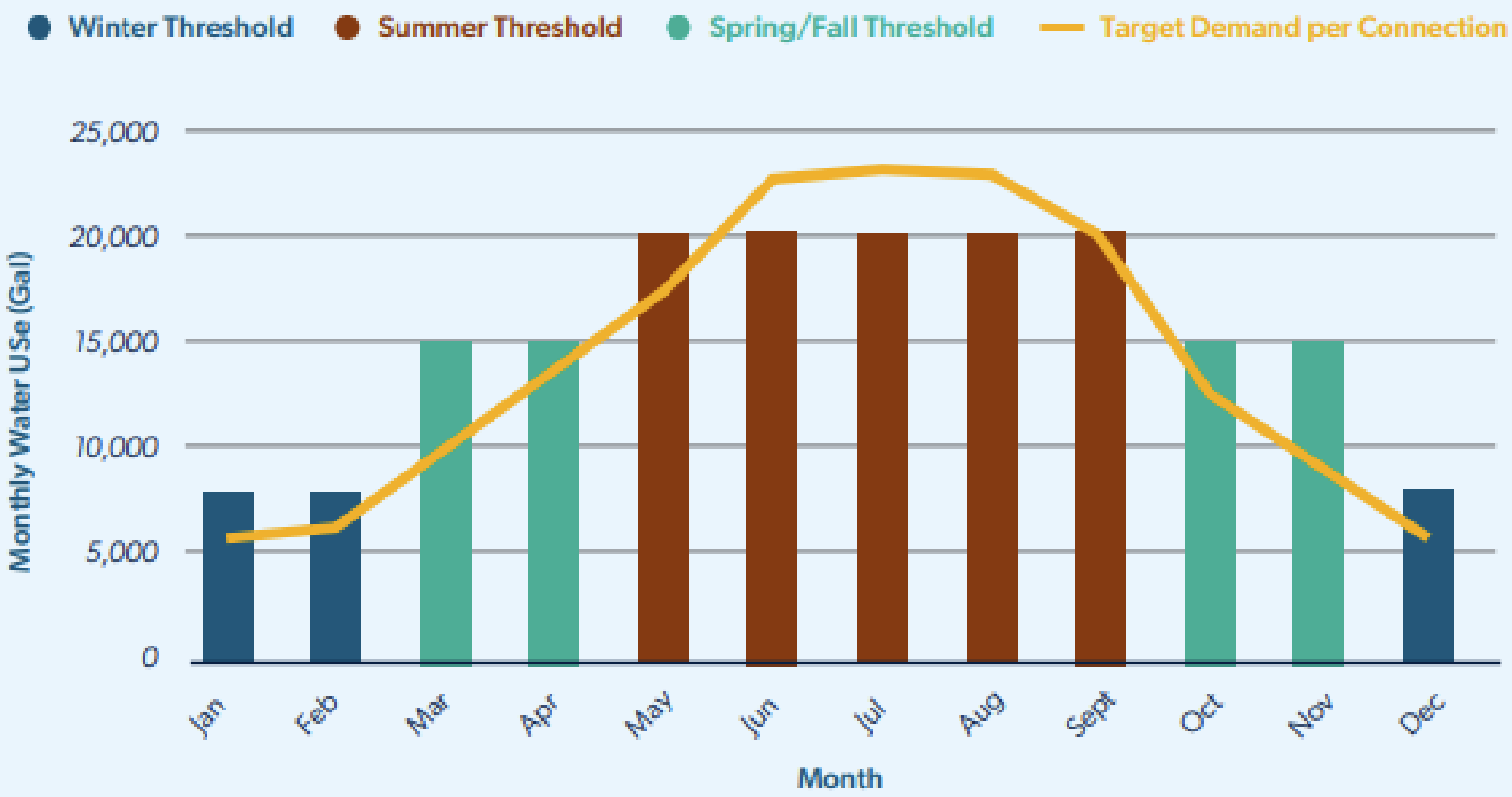
- Residential: Lawn area limited to 8% of lot size (≤1,500–2,000 sq. ft.); Lawn prohibited in park strips; no turf on slopes >15% or in strips < 8 ft; native plants and efficient irrigation required; water feature limited to 50 gallon capacity
- Non-Residential: Lawn only permitted in active recreation areas; no turf on slopes; trees must be water-conserving species; mandatory separate metering and WaterSense smart controllers.

General: Prohibition of non-functional turf; seasonal limits on misting systems; mandatory secondary system use where available.

Water Conservation

BASE RATE +		$1.58 per 1,000 GAL.	$2.08 per 1,000 GAL.	$2.38 per 1,000 GAL.	$2.68 per 1,000 GAL.	$3.23 per 1,000 GAL.	$3.88 per 1,000 GAL.	$4.63 per 1,000 GAL.
(REFER TO CHART BELOW)		(REFER TO CHART BELOW FOR GALLON THRESHOLD)						
METER SIZE	BASE RATE	TIER 1 THRESHOLD	TIER 2 THRESHOLD	TIER 3 THRESHOLD	TIER 4 THRESHOLD	TIER 5 THRESHOLD	TIER 6 THRESHOLD	TIER 7 THRESHOLD
3/4"	$22.75	Up to 7,500 gal.	7,501 – 15,000 gal.	15,001 – 22,500 gal.	22,501 – 30,000 gal.	30,001 – 37,500 gal.	37,501 – 45,000 gal.	45,001 gal. +
1"	$56.88	Up to 15,000 gal.	15,001 – 30,000 gal.	30,000 – 45,000 gal.	45,001 – 60,000 gal.	60,001 – 75,000 gal.	75,001 – 90,000 gal.	90,000 gal. +
1 1/2"	$91.37	Up to 30,000 gal.	30,001 – 60,000 gal.	60,001 – 90,000 gal.	90,001 – 120,000 gal.	120,001 – 150,000 gal.	150,001 – 180,000 gal.	180,001 gal. +
2"	$162.43	Up to 50,000 gal.	50,001 – 100,000 gal.	100,001 – 150,000 gal.	150,001 – 200,000 gal.	200,001 – 250,000 gal.	250,001 – 300,000 gal.	300,001 gal. +
3"	$365.48	Up to 100,000 gal.	100,001 – 200,000 gal.	200,001 – 300,000 gal.	300,001 – 400,000 gal.	400,001 – 500,000 gal.	500,001 – 600,000 gal.	600,001 gal. +
4"	$649.74	Up to 200,000 gal.	200,001 – 400,000 gal.	400,001 – 600,000 gal.	600,001 – 800,000 gal.	800,001 – 1,000,000 gal.	1,000,001 – 1,200,000 gal.	1,200,001 gal +
6"	$1,461.92	Up to 300,000 gal.	300,001 – 600,000 gal.	600,001 – 900,000 gal.	900,001 – 1,200,000 gal.	1,200,001 – 1,500,000 gal.	1,500,001 – 1,800,000 gal.	1,800,001 gal. +

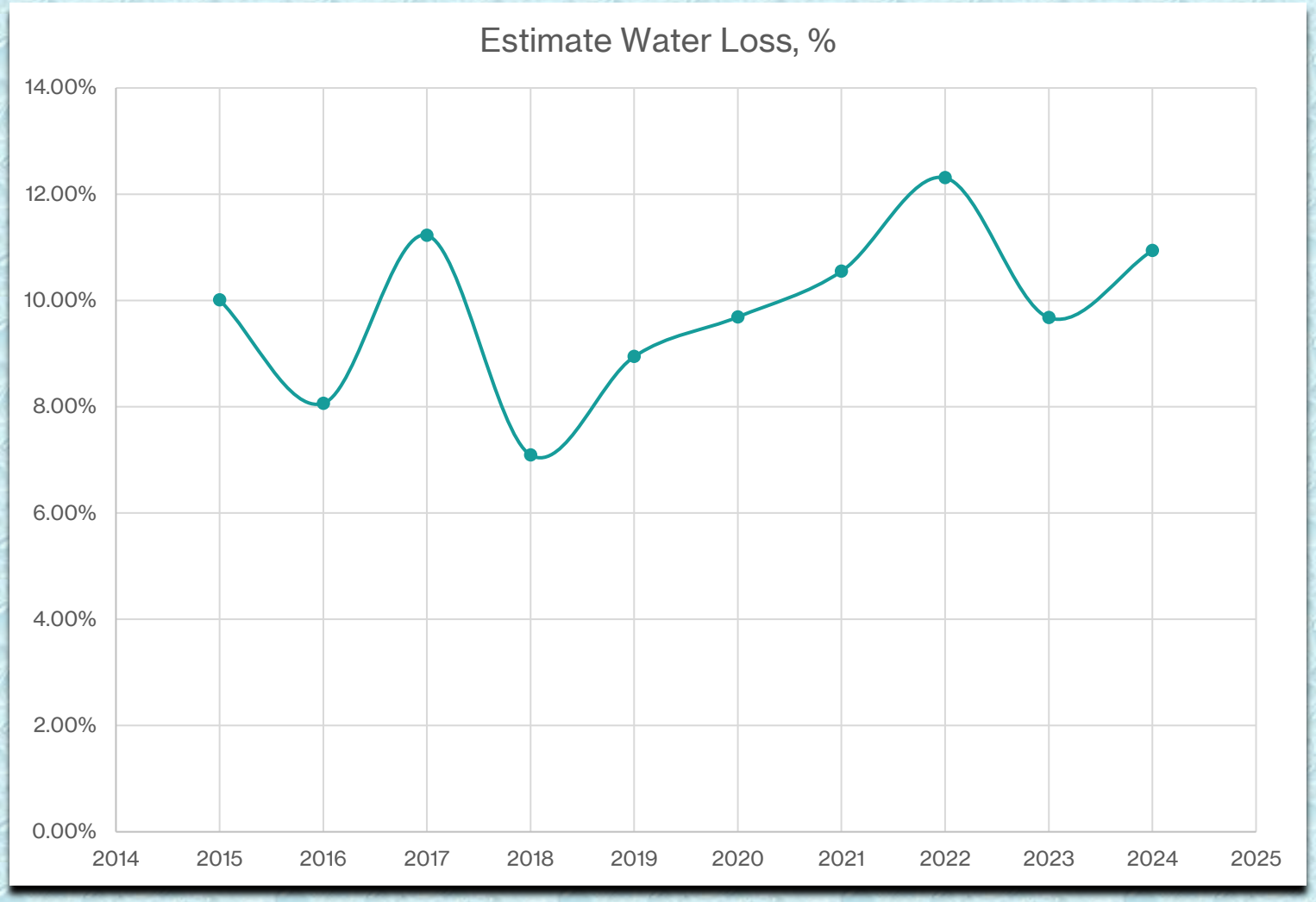
Water Conservation



WCWCD Excess Surcharge Fee:

- Home 2022 or older $1.00 per 1,000 gallons over 36,000 per month
- Home 2022 or newer $10.00 per 1,000 gallons over monthly, seasonal threshold

Water Conservation



Water Loss:

Last 10 years: 9.85%

Goal 8%

Goals and Objectives

Goal 1. Reduce indoor water use

a. Ensure every new home has the required hot water recirculation systems by performing and recording inspections during the building process.
b. Continue to promote indoor water conservation efforts and incentives, like the high efficiency toilet rebate program.

Goal 2. Reduce outdoor water use

a. Residential and Commercial Uses
    i. Continue to support WCWCD with grass rebate and smart irrigation controller programs
    ii. Continue to add secondary water systems
    iii. Ensure all water meters in the city are equipped with AMI metering endpoints
    iv. Continue to enforce and ensure waterwise ordinance requirements are met with all commercial users through documented inspections
b. City Facilities
    i. Convert city facilities to secondary water
    ii. Implement a Net Zero landscaping program, where for every square foot of turfgrass added to new park facilities, an equal amount of turfgrass is removed from non-functional landscaped areas throughout the City.

Goal 3. Increase educational activities

a. Educate public on best xeriscape practices
b. Continue to support the WCWCD Desert Garden conservation programs

Goal 4. Reduce and eliminate wasteful water practices

a. Reduce water loss to 8% annual water loss
    i. Implement and follow a pipe replacement program
    ii. Explore and implement new technologies for active leak detection

Recommendation

Staff recommends approval of this amendment to the General Plan to add the Water Use and Preservation Element



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ST. GEORGE CITY GENERAL PLAN, TO ADD THE WATER USE AND PRESERVATION ELEMENT. Case No. 2025-GPA-016

WHEREAS, The General Plan provides guidance for goals and policies in the community and the City may revise the General Plan as appropriate; and

WHEREAS, the City Council considered the item at a public meeting on the requested amendment to the General Plan to add the Water Use and Preservation Element on December 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on November 18, 2025; and

WHEREAS, the City Council has determined that an amendment to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The General Plan is hereby amended by Exhibit 'A' attached.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A
Water Use and Preservation Element of the St. George General Plan

Water Use and Preservation Element of the General Plan

Introduction

Located in the extreme southwestern region of Utah, the City of St. George has a current estimated population of over 105,000 residents and is one of the fastest growing municipalities in the State. Due to the attractive nature of the City as a tourist and vacation destination, temporary occupancy of the City can be significantly higher. St. George operates a culinary water system that serves all of its service area, and an expanding secondary irrigation system that serves smaller portions of the area. The total service area encompasses over 49,000 acres of land and borders the State of Arizona to the south. In addition to permanent residents, the City provides water service to a number of golf courses, resorts, and many other commercial, industrial, and institutional entities.

In 2022, the Utah State Legislature recognized the need to address the state's water use practices and required that each municipal General Plan includes a water use and preservation element to assess water capacity, water use, and the effect that different types of land development could have on the water supply and availability. Utah State Statute 10-20-404 was enacted and requires the following components to be included and addressed in a municipalities General Plan.

1. The effect of permitted development on the water demand and water infrastructure
2. Methods of reducing water demand and per capita water use for existing development.
3. Methods of reducing water demand and per capita water use for future development.
4. Opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.

The City of St. George is committed to conserve water in Southwest Utah and has worked diligently within Washington County to address all four mandated components listed above. The following documents illustrate the dedication of the municipalities along with the Washington County Water Conservancy District (WCWCD) to conserve water in Washington County. These adopted documents address all four component requirements mandated by the state.

1. City of St. George *2025 Culinary Water Master Plan*
2. *2025 Secondary Irrigation Master Plan*
3. Washington County Water Conservancy District's *2025 Joint Agency Water Conservation Plan*
4. WCWCD *2023 Regional Water Master Plan*

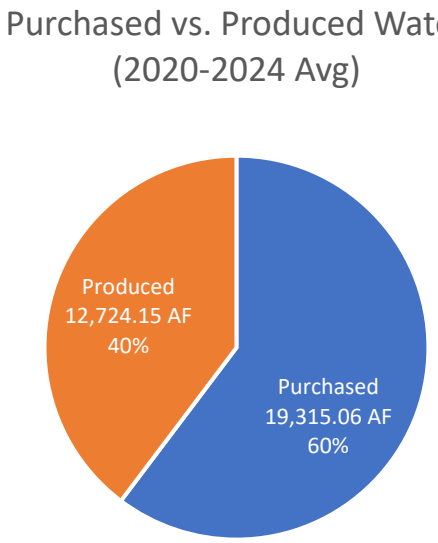
5. WCWCD *2023 20-year Plan to Secure New Water Supplies*
6. City of St. George Municipal Code.

Culinary Water System Overview

The City of St. George's *2025 Culinary Water Master Plan* provides a comprehensive evaluation of the City's existing culinary water infrastructure and provides a detailed plan of improvements and investments necessary to sustain long term growth and infrastructure improvements through the year 2045.

The City relies on various sources of water for its culinary irrigation water needs. The City owns and operates 24 groundwater wells and 16 spring sources to supply the culinary water needed. In addition, the City purchases culinary water from the WCWCD from its Quail Creek Water Treatment Plant and its Sand Hollow groundwater well sources.

As shown in the figure below, currently 60% of the culinary water provided to the City is water that has been purchased from the WCWCD.



While the City currently produces approximately 40% of its culinary water from its own water sources, it is anticipated that the percentage of water produced from its own sources will continue to decrease over time.

In 2006, the City of St. George, along with seven other regional municipal partners, joined the WCWCD in a Regional Water Supply Agreement (RWSA). The RWSA stipulates that the development of new water sources necessary for continued growth of the region will be the responsibility of the WCWCD, not individual municipalities. The City continues to work closely with the WCWCD in planning and developing new water sources for the region. The City has assisted the WCWCD in developing the *WCWCD 2025 Joint Agency Water Conservation Plan*, the *WCWCD 2023 Regional Water Master*

Plan, and the *WCWCD 2023 20-year Plan to Secure New Water Supplies* documents. The City's culinary water distribution system is complex and extensive. The culinary water system includes nearly 900 miles of pipelines, ranging from 2 inches to 30 inches in diameter. The distribution system includes 50.5 million gallons of storage in 22 storage reservoirs, and 18 booster pumps conveying water through 31 different pressure zones.

Secondary Irrigation Water System Overview

The City of St. George's *2025 Secondary Irrigation Water Master Plan* provides a comprehensive evaluation of the City's existing secondary irrigation water infrastructure and provides a detailed plan of improvements and investments necessary to sustain long term growth and infrastructure improvements through the year 2045.

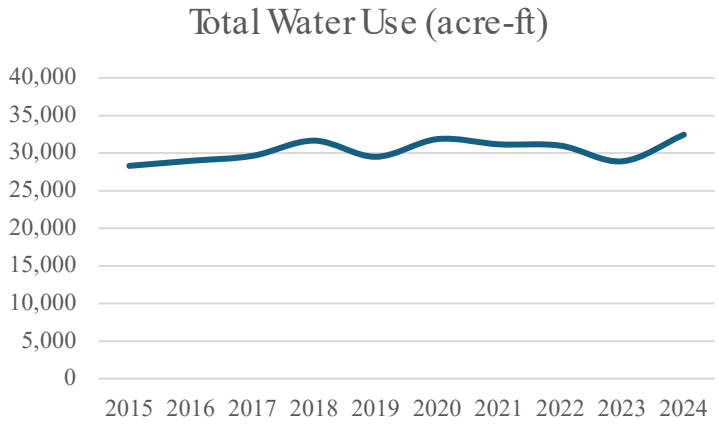
There are numerous sources of irrigation water supplying the secondary irrigation system. The City owns shares in seven different private irrigation companies, with the City being the majority shareholder in most. Most of the water provided to these companies is water diverted from the Virgin River or Santa Clara River. In addition, the City operates several groundwater wells, which also supply water to its irrigation distribution system. In 2006, the City commissioned a water reuse plant, which treats a portion of the wastewater effluent from the St. George Regional Water Reclamation Facility with tertiary filtration to produce Type I Reuse water, suitable for outdoor irrigation and safe for human contact.

The City's secondary irrigation distribution system includes over 200 miles of pipeline, ranging from 4 inch to 30 inch in diameter. The system also includes 22 tanks or reservoirs, providing over 9 million gallons of storage, and 14 pump stations, ranging from 700 to 5,280 gallons per minute flow capacity, pumping to 19 separate pressure zones throughout the system.

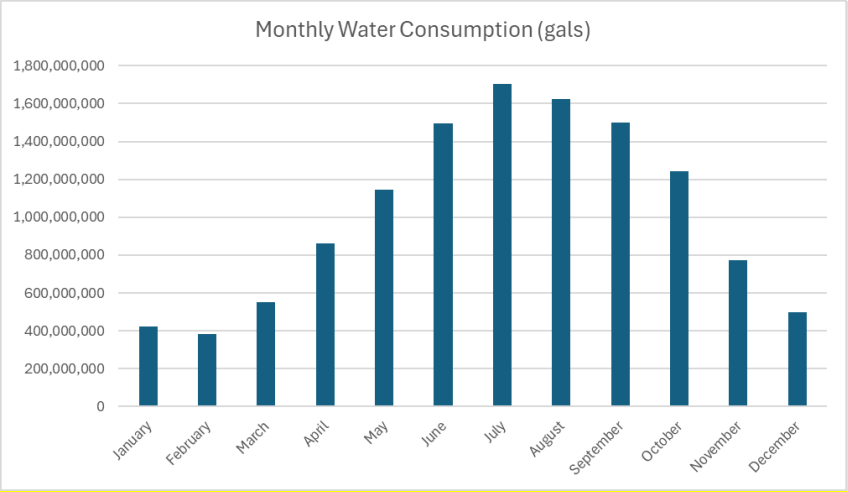
Current Water Use

In 2024, the City delivered approximately 10.5 billion gallons (32,500 acre-ft) of water to its customers. Of that, 8.93 billion gallons (26,700 acre-ft) was culinary water, while 1.88 billion gallons (5,800 acre-ft) was secondary irrigation water.

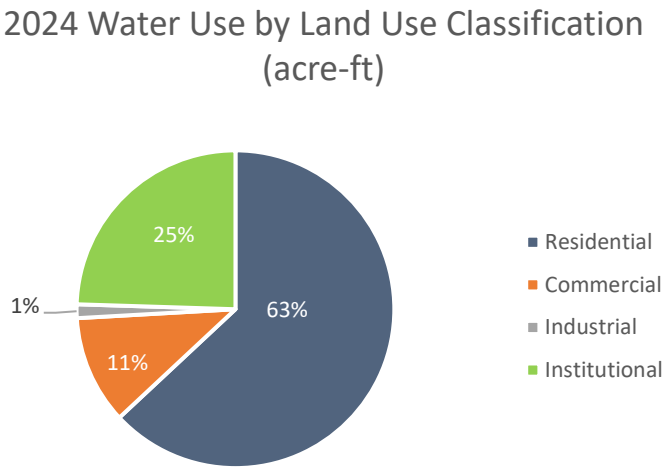
The following figure Illustrates the total water use over the past 10 years from 2015 to 2024.



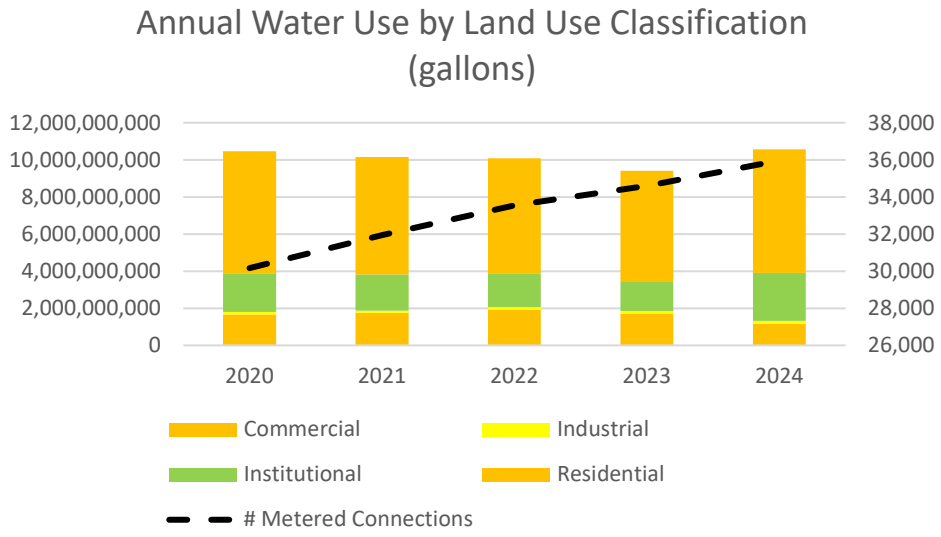
As shown above, the total annual water consumption varies from year to year. This variation occurs for a number of reasons, with climate and temperatures being major factors in these annual variations. As illustrated in the following figure, monthly water use during summer months is approximately four times (4X) the water use during winter months, directly attributed to outdoor irrigation of landscaped areas. It is estimated that over 60% of water used in the City is used for outdoor irrigation of landscaped areas, where temperatures and precipitation are a direct factor in the amount of water required to sustain landscaped areas.



While the total water use or consumption fluctuates annually, the water use relative to the different types of land use tends to be fairly consistent. When evaluating total water use for residential, commercial, industrial, and institutional land uses, the relative percentage of water use between these uses is fairly consistent, with residential water use accounting for approximately 63% of the total water use, as illustrated in the following figure.



While the total amount of annual water use varies from year to year, from 2020 through 2024, the overall water use has been relatively consistent at approximately 10 billion gallons consumed annually. During that same time period, the total number of connections to the water system increased by nearly 5,800, or about 1,160 connections added per year.



Projected Water Use

As detailed in the City's 2025 Culinary Water Master Plan and 2025 Secondary Irrigation Master Plan, a comprehensive evaluation of water use and growth projections has been conducted. This analysis builds upon the City's significant growth over the past four decades, as illustrated in the following table.

Year	City of St. George Population	% Growth	Avg. Annual Growth Rate
1990	28,572		
2000	49,663	73.8%	5.7%
2010	72,897	46.8%	3.9%
2020	95,342	30.8%	2.7%

It is anticipated that St. George City will continue to see rapid growth. The Kem C. Gardner (KCG) Institute publishes long-term growth data for Washington County through the year 2060. The KCG data does not subcategorize growth within the county. However, the WCWCD's updated master plan develops subcounty growth projections based on the KCG baseline household growth scenario.

The growth rate developed by the WCWCD is for an equivalent residential connection (ERC). Subcounty growth was established by analyzing anticipated growth in each municipality based on input from St. George City and other regional supply partners. The projected subcounty growth was calibrated to meet the overall projected county growth rate determined by the Kem C. Gardner baseline household growth. It is anticipated that the annual growth rate will be approximately 4.76% but will steadily decline over the next three decades as the growth approaches build out conditions near 2053.

Build-out is realized when all developable land in the City has been developed. The amount of remaining developable land in St. George has been estimated using the City's current land use and zoning plans. The land use and zoning plans identify the location and type of development that has been approved for specific areas throughout the City.

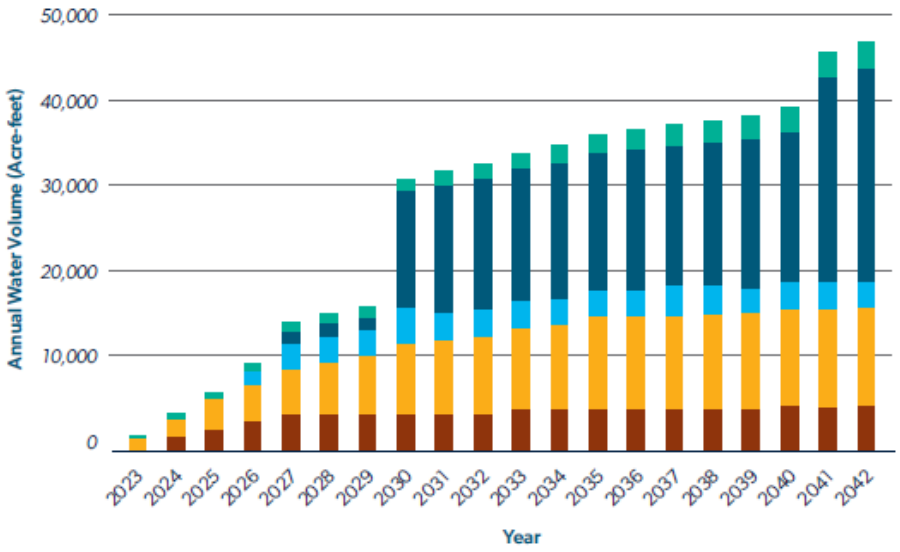
The following table estimates the projected water demand for both culinary water and secondary irrigation water over the next several years.

Year	Total Municipal and Industrial Demand (ac-ft)	Potable Demand (ac-ft)	Secondary Demand (ac-ft)
2023	41,075	34,833	6,242
2024	42,576	35,803	6,772
2025	44,061	36,758	7,303
2026	45,625	37,791	7,833
2027	47,145	38,781	8,364
2028	48,633	39,739	8,894
2029	50,076	40,651	9,425
2030	50,535	40,580	9,955
2031	51,617	41,131	10,486
2032	52,716	41,700	11,016

Year	Total Municipal and Industrial Demand (ac-ft)	Potable Demand (ac-ft)	Secondary Demand (ac-ft)
2033	53,860	42,314	11,547
2034	55,031	43,373	11,658
2035	55,731	43,962	11,769
2036	57,065	45,185	11,880
2037	58,350	46,358	11,991
2038	59,591	47,489	12,103
2039	60,790	48,576	12,214
2040	61,936	49,611	12,325
2041	63,023	50,586	12,436
2042	64,051	51,503	12,547
2043	65,015	52,357	12,658
2044	65,918	53,149	12,770
2045	66,752	53,872	12,881
2046	67,396	54,404	12,992
2047	67,957	54,854	13,103
2048	68,435	55,221	13,214
2049	68,833	55,508	13,325
2050	69,152	55,715	13,436
2051	69,356	55,809	13,548
2052	69,486	55,827	13,659
2053	69,517	55,747	13,770

Since the City of St. George joined the WCWCD Regional Water Supply Agreement in 2006, the responsibility of developing new water sources shifted from the City to the WCWCD. In order to sustain the anticipated growth over the next twenty years, the WCWCD has developed a source development plan, with elements comprising of water reuse projects, water conservation, groundwater optimization projects, and agricultural conversion.

The following figure identifies the estimated annual yield of each of the water source elements of their 20-year source development plan.



New Water Supplies	Estimated Annual Yeild (AFY)
Water Reuse	24,716
Conservation	11,421
New Potable Water Projects	4,787
Groundwater Optimization	3,000
Agriculatural Conversion	3,216
Total New Water	**47,141**
Total Volume Required for 20-Year Growth	**42,746**

Over the next twenty years, it is anticipated that the WCWCD will develop 42,746 acre-ft of new water sources. During that same time period, it is anticipated that the City water demand will increase by approximately 24,000 acre-feet as a result of the anticipated growth.

Land Use Ordinances

The City of St. George's land use ordinances are found in Title 10 of the St. George City Municipal Code. In 2022, the City, along with other regional municipal partners, developed and adopted uniform water efficiency standards. These standards were included in the land use zoning ordinances. Below is a summary of current landscape requirements found in the land use Zoning Ordinances of the City of St. George.

Residential:

- The total lawn area for any residential lot or common/limited common areas associated with a private pad, regardless of zoning, shall not exceed eight percent (8%) of the total lot size up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet.
- Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide and on any slope that exceeds fifteen percent (15%). Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include grass.
- Exterior decorative water features are limited to one (1) with a fifty (50) gallon or less capacity and maintained recirculating pump.
- The use of native plants and other water-conserving plants is required to promote water conservation.

Non-Residential:

- At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement.
- Lawn is limited to eight percent (8%) of the landscaped area. In no event shall lawn be placed within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.
- In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one and one-half inch (1 1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. Water-conserving tree species suitable for desert landscapes are required to meet this requirement
- Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips, all landscape areas less than eight feet (8') wide, and within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.
- No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.
- Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.
- All individually platted multifamily or commercial units shall be separately metered, sub-metered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. and meters.
- All non-single-family development shall have separate water meters for landscape irrigation of areas more than five thousand (5,000) square feet.
- outside misting systems shall only operate during the May-through-September time period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.
- If secondary irrigation water is available, each project shall connect to the secondary system for all outdoor water use.
- It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.

Water Conservation

Water conservation is an essential element of the regional water supply plan. It is estimated that water conservation will account for over 11,400 acre-feet of the 42,750 acre-feet of water that is required to sustain growth in the region over the next 20 years. To support this objective, the City of St. George recently adopted the WCWCD *2025 Joint Agency Regional Water Conservation Plan*. This plan identifies the regional water conservation goal of reducing its water use by 18 percent between 2022 and 2042, with an anticipated 7.7 percent reduction by 2030.

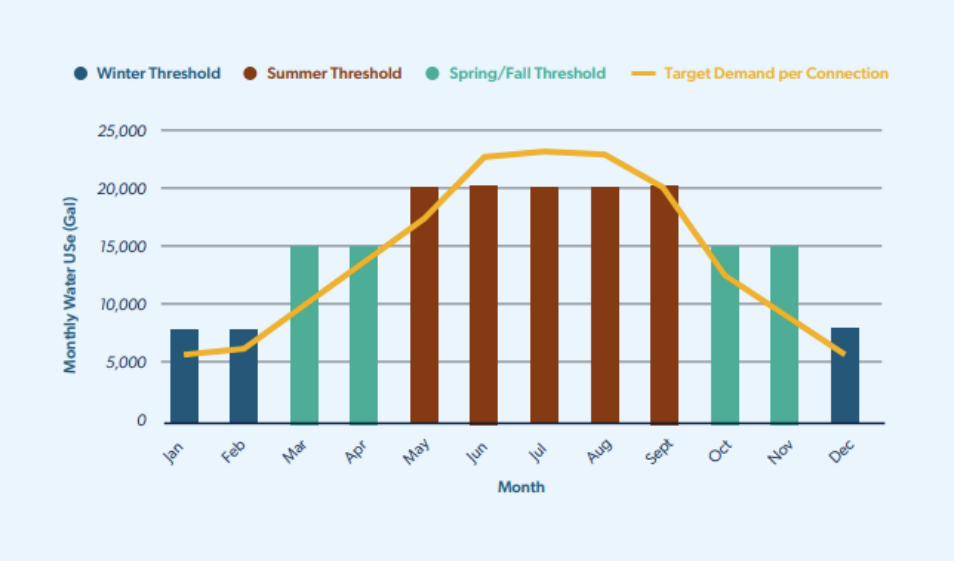
The regional water conservation plan identifies four pillars of a successful water conservation program as regulation, pricing, incentives, and education. Each of these components plays a critical role in achieving the region's long-term conservation goals.

As previously noted, the City has recently adopted some very aggressive uniform water efficiency standards and has codified those standards in its municipal land use zoning ordinances. The enforcement of these standards is expected to significantly reduce water demand in future developments, contributing directly to the City's conservation objectives.

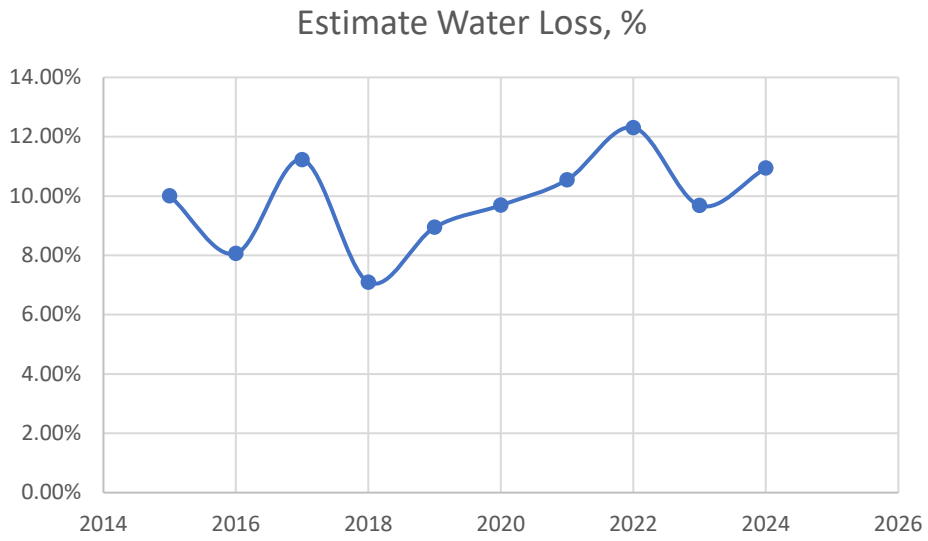
To further promote conservation among both existing and future customers, the City has also implemented progressive water pricing strategies designed to encourage reduced water use. The City's tiered water rate structure applies increasingly higher volumetric rates as consumption rises, creating a financial incentive for users to use water more efficiently. A summary of the current tiered rate structure is provided below.

BASE RATE +		$1.58 per 1,000 GAL.	$2.08 per 1,000 GAL.	$2.38 per 1,000 GAL.	$2.68 per 1,000 GAL.	$3.23 per 1,000 GAL.	$3.88 per 1,000 GAL.	$4.63 per 1,000 GAL.
(REFER TO CHART BELOW)		(REFER TO CHART BELOW FOR GALLON THRESHOLD)						
METER SIZE	BASE RATE	TIER 1 THRESHOLD	TIER 2 THRESHOLD	TIER 3 THRESHOLD	TIER 4 THRESHOLD	TIER 5 THRESHOLD	TIER 6 THRESHOLD	TIER 7 THRESHOLD
3/4"	$22.75	Up to 7,500 gal.	7,501 – 15,000 gal.	15,001 – 22,500 gal.	22,501 – 30,000 gal.	30,001 – 37,500 gal.	37,501 – 45,000 gal.	45,001 gal. +
1"	$56.88	Up to 15,000 gal.	15,001 – 30,000 gal.	30,000 – 45,000 gal.	45,001 – 60,000 gal.	60,001 – 75,000 gal.	75,001 – 90,000 gal.	90,000 gal. +
1 1/2"	$91.37	Up to 30,000 gal.	30,001 – 60,000 gal.	60,001 – 90,000 gal.	90,001 – 120,000 gal.	120,001 – 150,000 gal.	150,001 – 180,000 gal.	180,001 gal. +
2"	$162.43	Up to 50,000 gal.	50,001 – 100,000 gal.	100,001 – 150,000 gal.	150,001 – 200,000 gal.	200,001 – 250,000 gal.	250,001 – 300,000 gal.	300,001 gal. +
3"	$365.48	Up to 100,000 gal.	100,001 – 200,000 gal.	200,001 – 300,000 gal.	300,001 – 400,000 gal.	400,001 – 500,000 gal.	500,001 – 600,000 gal.	600,001 gal. +
4"	$649.74	Up to 200,000 gal.	200,001 – 400,000 gal.	400,001 – 600,000 gal.	600,001 – 800,000 gal.	800,001 – 1,000,000 gal.	1,000,001 – 1,200,000 gal.	1,200,001 gal +
6"	$1,461.92	Up to 300,000 gal.	300,001 – 600,000 gal.	600,001 – 900,000 gal.	900,001 – 1,200,000 gal.	1,200,001 – 1,500,000 gal.	1,500,001 – 1,800,000 gal.	1,800,001 gal. +

In addition to the tiered water rate structure, the WCWCD assesses an Excessive Water Use Surcharge for any water used over a set monthly threshold. For all homes constructed prior to 2022, there is a $1.00 surcharge per 1,000 gallons of water used over 36,000 per month. For all homes constructed after 2002, the excess surcharge is $10.00 per 1,000 gallons over a monthly threshold as shown in the figure below, with the monthly thresholds varying seasonally:



In an effort to reduce water use on a city-wide scale, the City is taking proactive measures to reduce the apparent water losses within it's water distribution system. Over the past 10 years, the City has experienced apparent water losses of approximately 9.85% annually, as illustrated below.



While apparent water losses below 10% are considered acceptable losses, the City is proactively working to reduce those losses, as an apparent water loss of 9.85% represents approximately 3,000 acre-feet of water, or nearly 10 million gallons of water.

In an effort to conserve water for sustainable growth, the City is also implementing an Advanced Metering Infrastructure (AMI) project. The City is installing AMI metering endpoints to all water meters throughout the City. The AMI endpoints will provide near-real time water use data to the City and it's customers. With the availability of this data, customers can be notified of a potential leak; track hourly, daily, and monthly uses; and receive additional information regarding their water use.

Goals and Objectives

The following goals and objectives will help the City of St. George improve water use and practices.

Goal 1. Reduce indoor water use.

a. Ensure every new home has the required hot water recirculation systems by performing and recording inspections during the building process.
b. Continue to promote indoor water conservation efforts and incentives, like the high efficiency toilet rebate program.

Goal 2. Reduce outdoor water use

a. Residential
    i. Continue to support WCWCD with grass rebate and smart irrigation controller incentive programs.
    ii. Continue to add secondary water systems
    iii. Ensure AMI metering endpoints to all water meters throughout the City
b. Commercial
    i. Continue to support the WCWCD grass rebate program.
    ii. Continue to enforce waterwise ordinance requirements are met with all commercial users through documented inspections.
c. City Facilities
    i. Convert all city facilities to secondary water.
    ii. Implement a Net Zero landscaping program, where for every square foot of turfgrass added to new park facilities, an equal amount of turfgrass is removed from non-functional landscaped areas throughout the City.

Goal 3. Increase educational activities

a. Educate public on best xeriscape practices.
b. Continue to support the WCWCD Desert Garden conservation programs.

Goal 4. Reduce and eliminate wasteful water practices

a. Reduce water loss to 8% annual water loss
    i. Institute and follow a pipe replacement program.
    ii. Explore and implement new technologies for active leak detection.

Agenda Date: 12/04/2025 **Agenda Item Number:** 10

Subject:

Consider approval of Ordinance No. 2025-102 amending the Atkinville Interchange Zone Plan PD-C (Planned Development Commercial) zone on approximately 0.81 acres located on the southwest corner of Pioneer Road and Bluegrass Way. (Case No. 2025-PDA-031 - Utah First Credit Union - Sun River)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Civil Science

Reference Number: 2025-PDA-031

Address/Location:

The property is located on the southwest corner of Pioneer Road and Bluegrass Way.

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

The proposal is for a financial institution. The underlying general plan is PD (Planned Development). At their meeting held on November 18, 2025, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 6-0; there were no public comments.

Staff Narrative (need/purpose):

At this time, the applicant would like to amend the PD-C zone in order to receive approval of a conceptual site plan for the financial institution. The site plan details the 0.81 acre (35,284 sq ft) site layout. A single 3,420 sq ft financial institution is designed on the east portion of the lot. In addition to the financial institution building, the applicant proposes an amendment to the Sun River Commons Master Sign Plan by adding two 6 foot 5 inch monument signs to the site. The Sun River Commons Master Sign Plan's purpose is to maintain a cohesive design theme throughout the commercial area for all the freestanding signs, while preventing visual clutter by regulating sign design, quantity, size, and location. The proposed signs meet the master sign plan's design and size standards.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on November 18, 2025, and are recommending approval with conditions, with a vote of 6-0. They are proposing the following conditions: 1. That a site plan must be applied for and approved prior to construction of the site.2. That the Sun River Commons Master Sign Plan is amended and approved as proposed.

Attachments

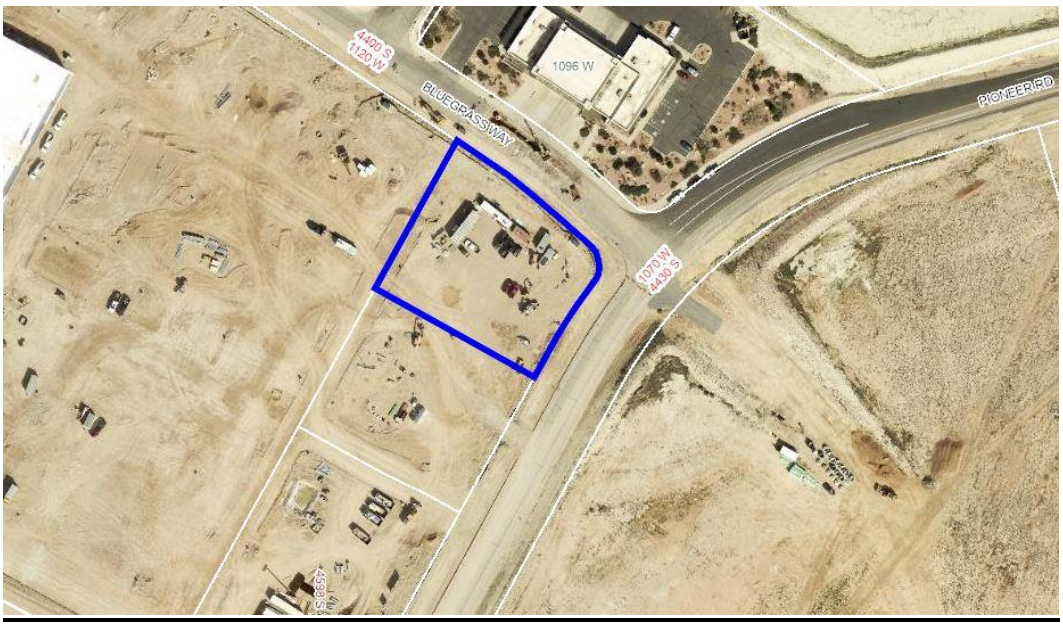
St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: **11/18/2025**

CITY COUNCIL AGENDA REPORT: **12/04/2025**

Utah First Credit Union – Sun River Planned Development Amendment (Case No. 2025-PDA-031)		
Request:	Consider an ordinance to amend an approved PD-C (Planned Development Commercial) zone to allow the design and site plan for a new 3,420 sq. ft. financial institution on a 0.81-acre site as well as the addition of two monument signs to the Sun River Commons Master Sign Plan.	
Applicant:	Civil Science	
Representative:	Brandee Walker	
Location:	Located west of Pioneer Road and south of Bluegrass Way.	
General Plan:	PD (Planned Development)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	PD-C (Planned Development Commercial)
	East	PD-C (Planned Development Commercial)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 0.81 acres	



BACKGROUND:
This project site is part of the Sun River Commons area and within the Atkinville Interchange Area Zone Plan (AIZP), Planning Area 3.1. The applicant is proposing a new credit union building approximately 3,420 square feet in size on a 0.81-acre site. The permitted uses list in the AIZP note "Financial Institution" as a permitted use in the MU (mixed use) zone, which is the designation for Planning Area 3.1

There are 19 parking spaces proposed and 14 spaces are required for the use. There is approximately 12,978 square feet of proposed landscaping which is about 37% of the project site, exceeding the AIZP minimum requirement of 25%. The proposed building would reach a height of 22 feet. The zone will allow for a 35-foot building height with architectural features up to 45 feet. The building will primarily be constructed of limestone and aluminum composite material paneling. Elevation drawings have been included in this packet.

Monument Signs Request
In October 2018, the City Council approved the Sun River Master Sign Plan. The purpose of the master sign plan is to maintain a cohesive design theme throughout the commercial area for all the freestanding signs, while preventing visual clutter by regulating sign design, quantity, size, and location. An amendment to the master sign plan was approved in May of 2025 to accommodate additional signage and design based on the continued development of Sun River Commons. The applicant proposes an amendment to the Sun River Commons Master Sign Plan by adding two additional freestanding monument signs as part of the development of this site that was not part of the most recent amendment.

Please see the table below for a summary of the zoning requirements.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	AIZP 4.2	Proposed setbacks: Pioneer Road – 20' Bluegrass Way – 20' South Side – 43'4" West Side – 105'	The required setbacks are: Pioneer Road – 20' Bluegrass Way – 20' PD-C Zone Side – 10'
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans.	The plans appear to meet the required pedestrian circulation.
Uses		Financial Institution	The credit union is a permitted use under the AIZP.
Height and Elevation	AIZP 4.2	The proposed building height is 22' 9".	The AIZP will allow a maximum height of 35' with architectural features up to 45'.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.

Landscape Plan	10-8D-2 & AICP 4.2	Conceptual landscape plan provided (approximately 37% of site) 20' landscape adjacent to Pioneer Rd and Bluegrass Way.	The AIZP requires a minimum open space of 25% of the site. The conceptual landscape plan meets the requirement. Approved street trees will be required as part of the site plan review.
Utilities	10-8D-2	None shown.	All utilities will be determined and designed during the JUC process. Staff will ensure this is completed during the site plan approval process.
Signs	10-8D-2	Two 6' 5" freestanding monument signs that appear to meet the Sun River Commons Master Sign plan design criteria are proposed .	The Sun River Commons Master Sign Plan does not show monument signs on this site.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included and appears to meet code.	During site plan review, staff will ensure that site lighting meets the requirements in Title 10-14 (outdoor lighting).
Lot Coverage	10-8D-6	The proposed building on the lot will cover 3,420 sq ft. The lot is 35,225 sq ft (9.4%).	The site plan meets lot coverage regulations < 50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located away from the public street (Pioneer Rd and Bluegrass Way) and includes a solid screen wall.
Parking	10-19-5	19 parking stalls	14 parking stalls required
EVCS And Bike Parking	10-19-6	No EVCS conduit or Bike Parking are shown.	The project will be required to have conduit for a future EVCS for at least one parking space and provide bike parking.

RECOMMENDATION:

The Planning Commission held a public hearing on November 18, 2025, and recommends approval of this PD Amendment with a 6-0 vote, with the following conditions:

1. That a site plan must be applied for and approved prior to construction of the site.
2. That the Sun River Commons Master Sign Plan is amended and approved as proposed.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modified conditions.
3. Deny the request.
4. Continue the proposed PD amendment to a later date.

FINDINGS FOR APPROVAL:

1. The proposed amendment complies with the applicable provisions of Title 10-8D and is consistent with the intent of the Atkinville Interchange Area Zone Plan (AIZP).
2. The proposed amendment complies with the applicable sign design standards and is consistent with the intent of the Sun River Commons Master Sign Plan.

POSSIBLE MOTION:

“I move that we approve the PD Amendment for Utah First Credit Union, Case No. 2025-PDA-031, based on the findings and subject to the conditions listed in the staff report.”

Exhibit A
Applicants Narrative

Utah First Credit Union

Zone Change Narrative

This zone change request is to construct a credit union building within the Sun River Commons which is part of the Atkinville Interchange Area plan dated November 10, 2006 and amended December 6, 2006.

The proposed credit union building is located at 4560 W Pioneer Road, parcel SG-SURC-4-403. The lot area totals 0.81 acres with a building size of 3,420 square feet. The building height is 22' feet and meets all setback requirements. The size offers 19 total parking stalls with 14 being required.

The building has a unique design with its signature orange backlit features as shown on the provided building renderings. City staff have expressed concern with the lighting in the late-night hours and the impact to surrounding parcels. This site is surrounded by commercial on the north, west, and south with an existing fire station to the east. Understanding the concerns of staff, the applicant has provided the attached letter addressing the lighting and the owner's willingness to dim the backlit feature from 10pm to sunrise.

FFKR ARCHITECTS

MEMO

To:	**St. George Planning and Zoning Department**	Memo: 01
	175 East 200 North	Date: 09/24/2025
	St. George, Ut. 84070	**Project: Utah First Credit Union – Sun River**
From:	FFKR Architects	
		FFKR Project #: 25090

Remarks:

In response to the concerns raised during our Pre-Application meeting with the City of St. George on September 3, 2025, regarding the brightness of the proposed building, we would like to provide clarification.

The design includes the Credit Union's signature orange 3form backlit feature, which serves as an important brand identifier. To address the concern of excessive brightness, the Owners have agreed to incorporate a dimmer control system. This system will automatically reduce the lumen output of the feature from 10:00 p.m. until sunrise.

We note that the Credit Union's two existing branches in the Valley—one in Washington and one in St. George at Mall Drive and Riverside Drive—do not currently have this dimmer control. This new approach reflects the Owners' willingness to be responsive to community feedback and sensitive to the City's lighting standards.

Please let us know if you have any additional questions or require further information.

Rob Merrick AIA, NCARB

Senior Associate | Architect
D 801.534.4275 M 801.910.8126
rmerrick@ffkr.com

FFKR ARCHITECTS
SALT LAKE CITY · TEMPE · ST. GEORGE · BOISE

Exhibit B
PowerPoint Presentation

Utah First Credit Union

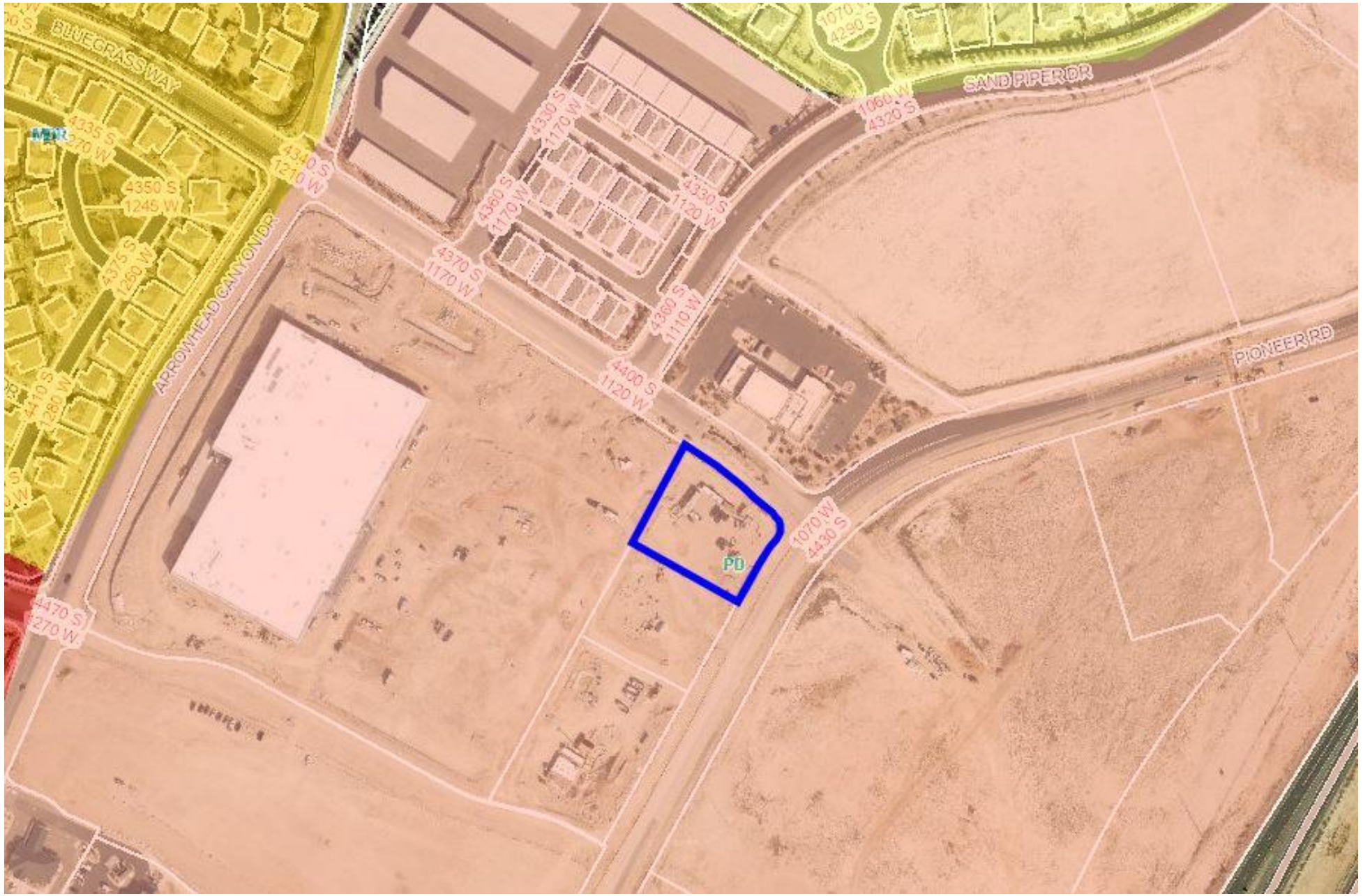
Planned Development Amendment
2025-PDA-031



Aerial Map


BLUEGRASS WAY
4335 S
1270 W
4340 S
1210 W
4350 S
1245 W
4375 S
1260 W
ARROWHEAD CANYON DR
4410 S
1280 W
4470 S
1270 W
4370 S
1170 W
4360 S
1170 W
4330 S
1170 W
4330 S
1120 W
4360 S
1110 W
4400 S
1120 W
1070 W
4290 S
SAND PIPER DR
1060 W
4320 S
PIONEER RD
1070 W
4430 S

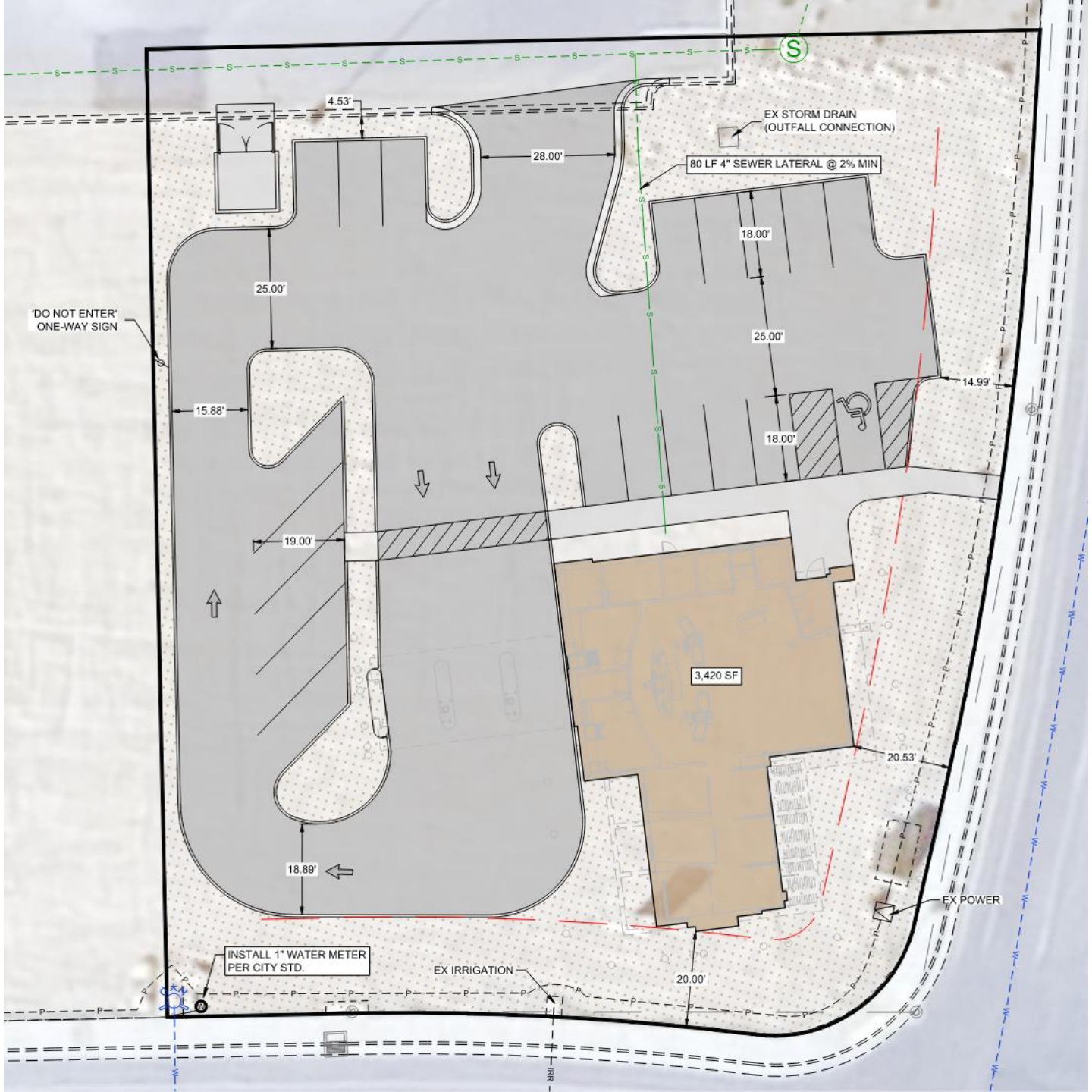
Land Use Map


BLUEGRASS WAY
ARROWHEAD CANYON DR
SAND PIPER DR
PIONEER RD
PD
4335 S 1270 W
4350 S 1245 W
4375 S 1260 W
4410 S 1280 W
4470 S 1270 W
4370 S 1170 W
4360 S 1170 W
4330 S 1170 W
4330 S 1120 W
4380 S 1110 W
4400 S 1120 W
1070 W 4290 S
1060 W 4320 S
1070 W 4430 S

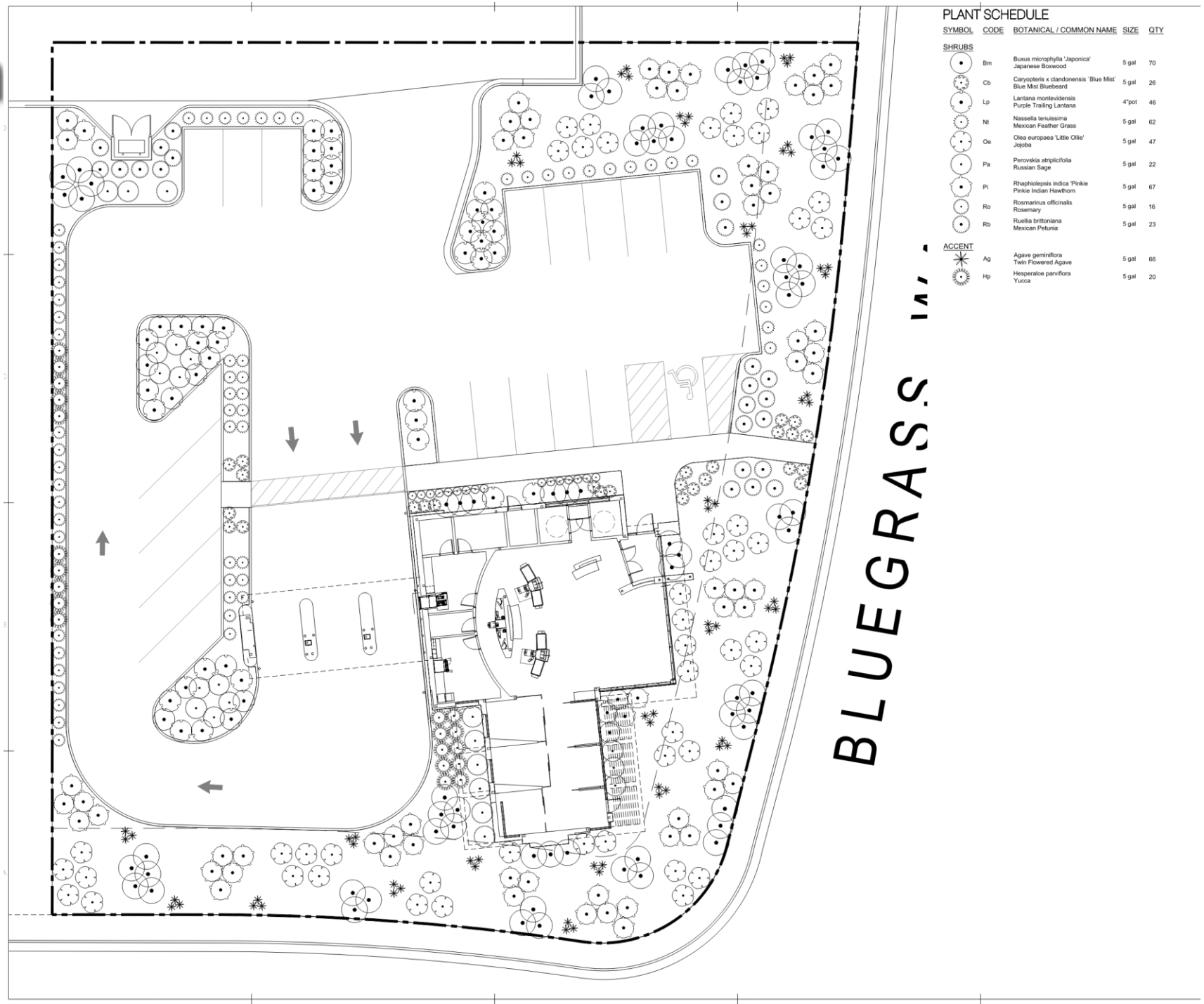
Zoning Map


BLUEGRASS WAY
ARROWHEAD CANYON DR
SAND PIPER DR
PIONEER RD
4335 S 1270 W
4340 S 1210 W
4350 S 1245 W
4375 S 1280 W
4410 S 1280 W
4470 S 1270 W
4370 S 1170 W
4360 S 1170 W
4330 S 1170 W
4330 S 1120 W
4360 S 1110 W
4400 S 1120 W
1070 W 4430 S
1060 W 4320 S
1070 4290 S

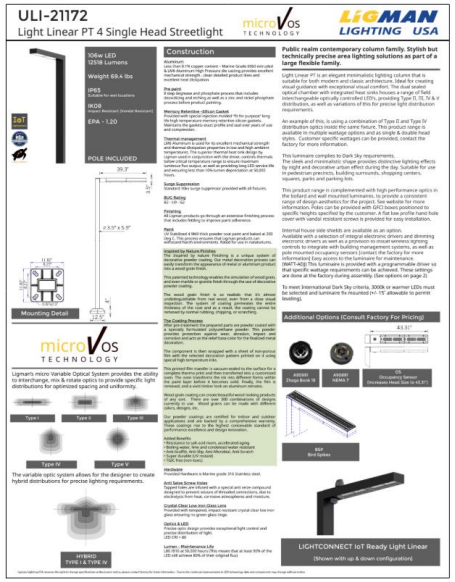
Site Plan

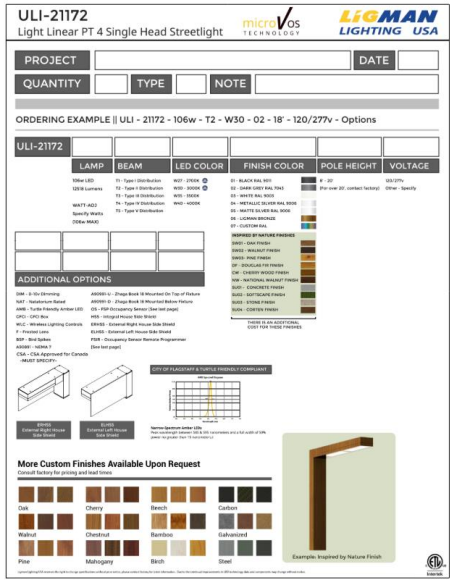

4.53'
28.00'
EX STORM DRAIN
(OUTFALL CONNECTION)
80 LF 4" SEWER LATERAL @ 2% MIN
18.00'
25.00'
'DO NOT ENTER'
ONE-WAY SIGN
25.00'
14.99'
15.88'
18.00'
19.00'
3,420 SF
20.53'
18.89'
EX POWER
INSTALL 1" WATER METER
PER CITY STD.
EX IRRIGATION
20.00'

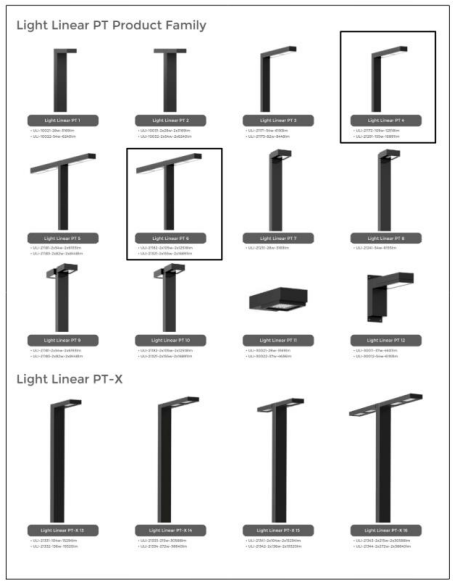
Landscape Plan

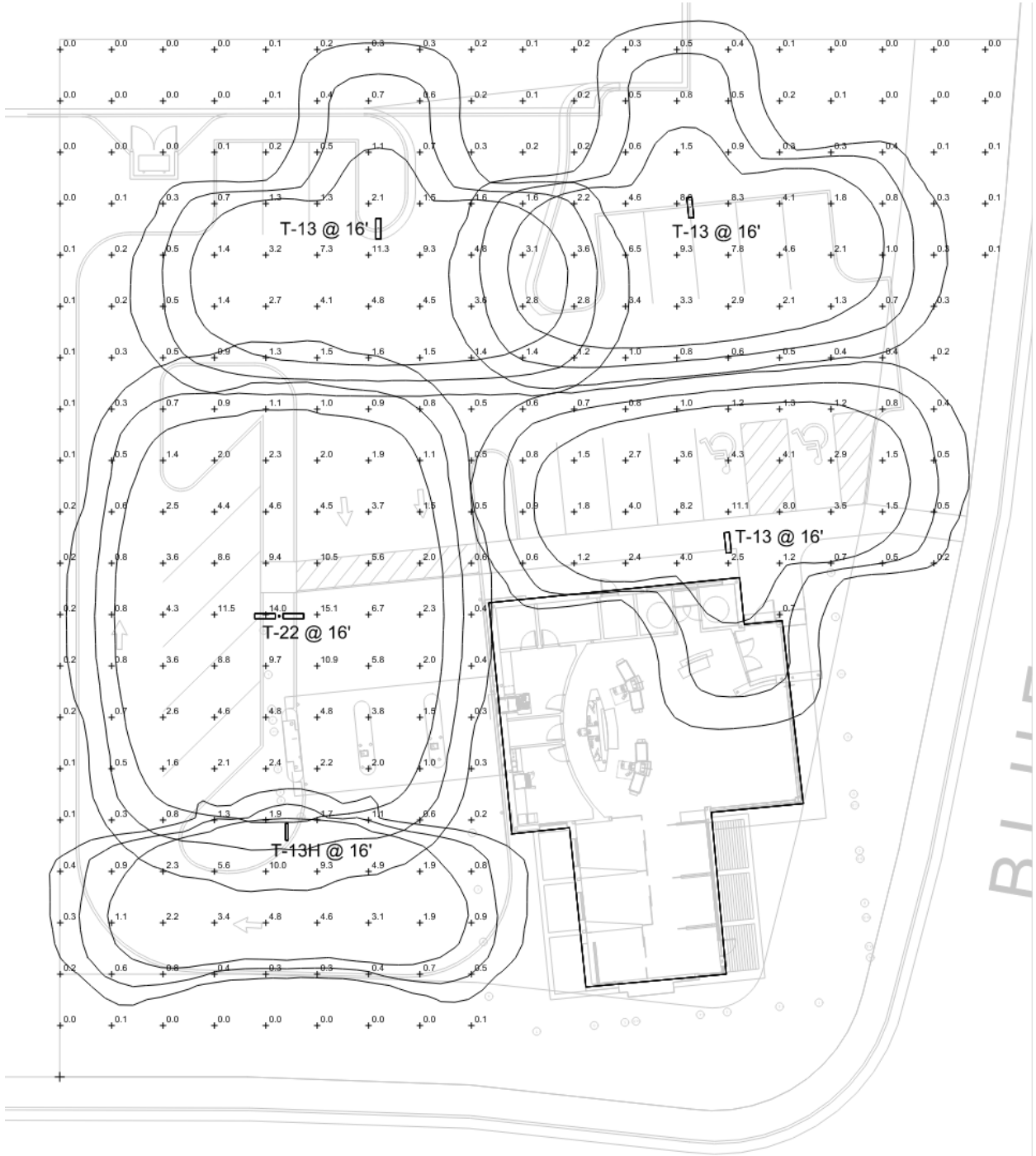


Photometric Plan

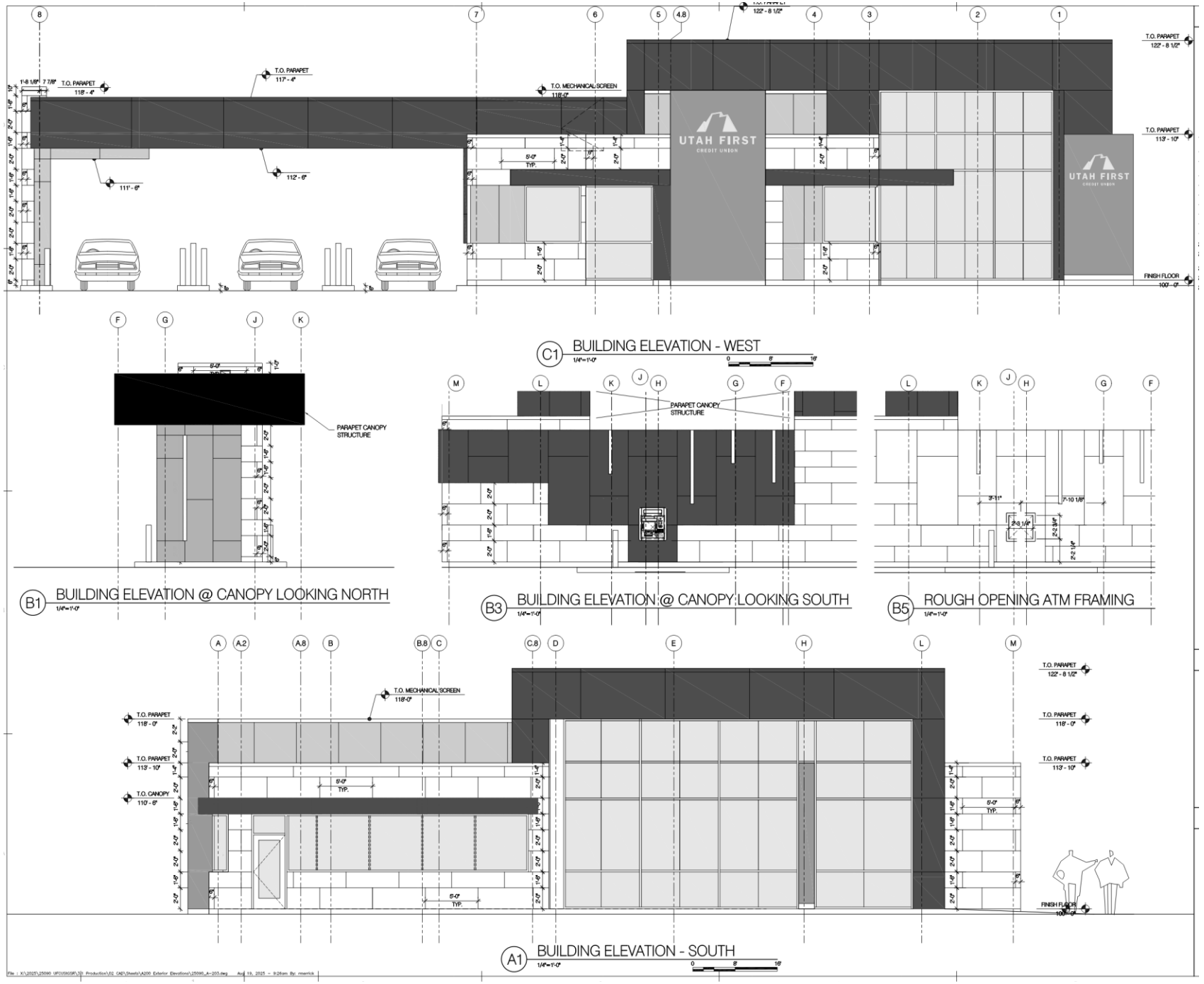




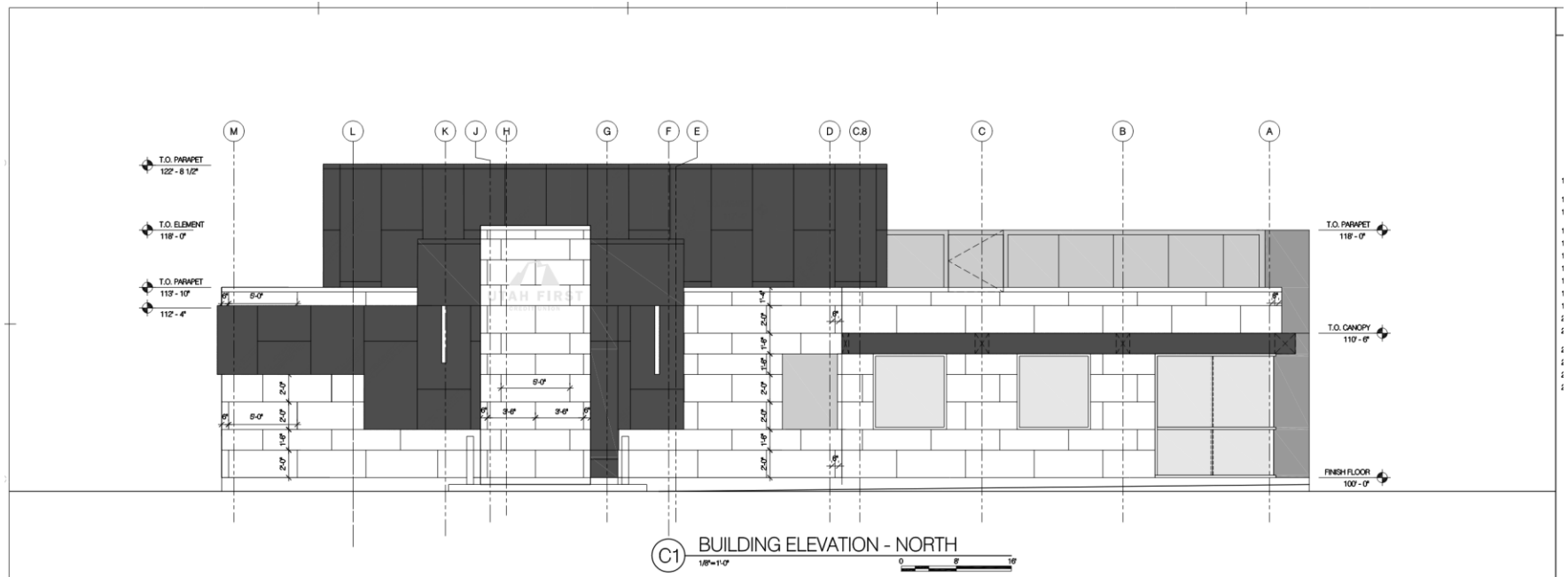




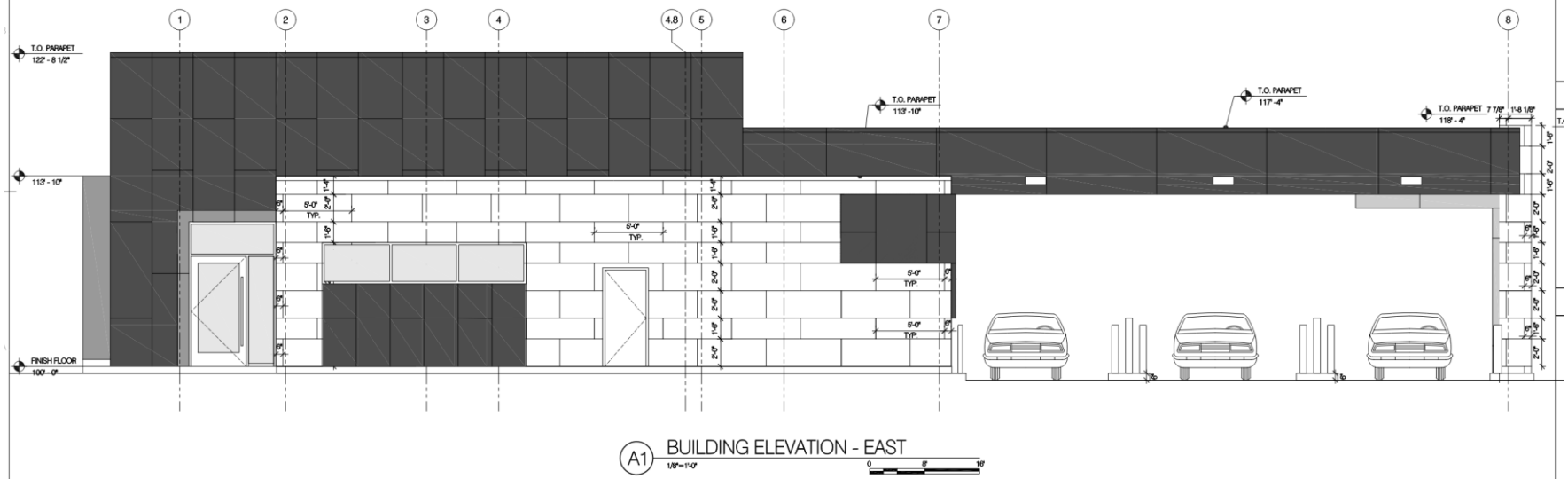
Elevations


C1 BUILDING ELEVATION - WEST
1/4"=1'-0"
B1 BUILDING ELEVATION @ CANOPY LOOKING NORTH
1/4"=1'-0"
B3 BUILDING ELEVATION @ CANOPY LOOKING SOUTH
1/4"=1'-0"
B5 ROUGH OPENING ATM FRAMING
1/4"=1'-0"
A1 BUILDING ELEVATION - SOUTH
1/4"=1'-0"
UTAH FIRST
CREDIT UNION
PARAPET CANOPY STRUCTURE
T.O. PARAPET
T.O. MECHANICAL SCREEN
T.O. CANOPY
FINISH FLOOR

Elevations



C1 BUILDING ELEVATION - NORTH
1/8"=1'-0"



A1 BUILDING ELEVATION - EAST
1/8"=1'-0"

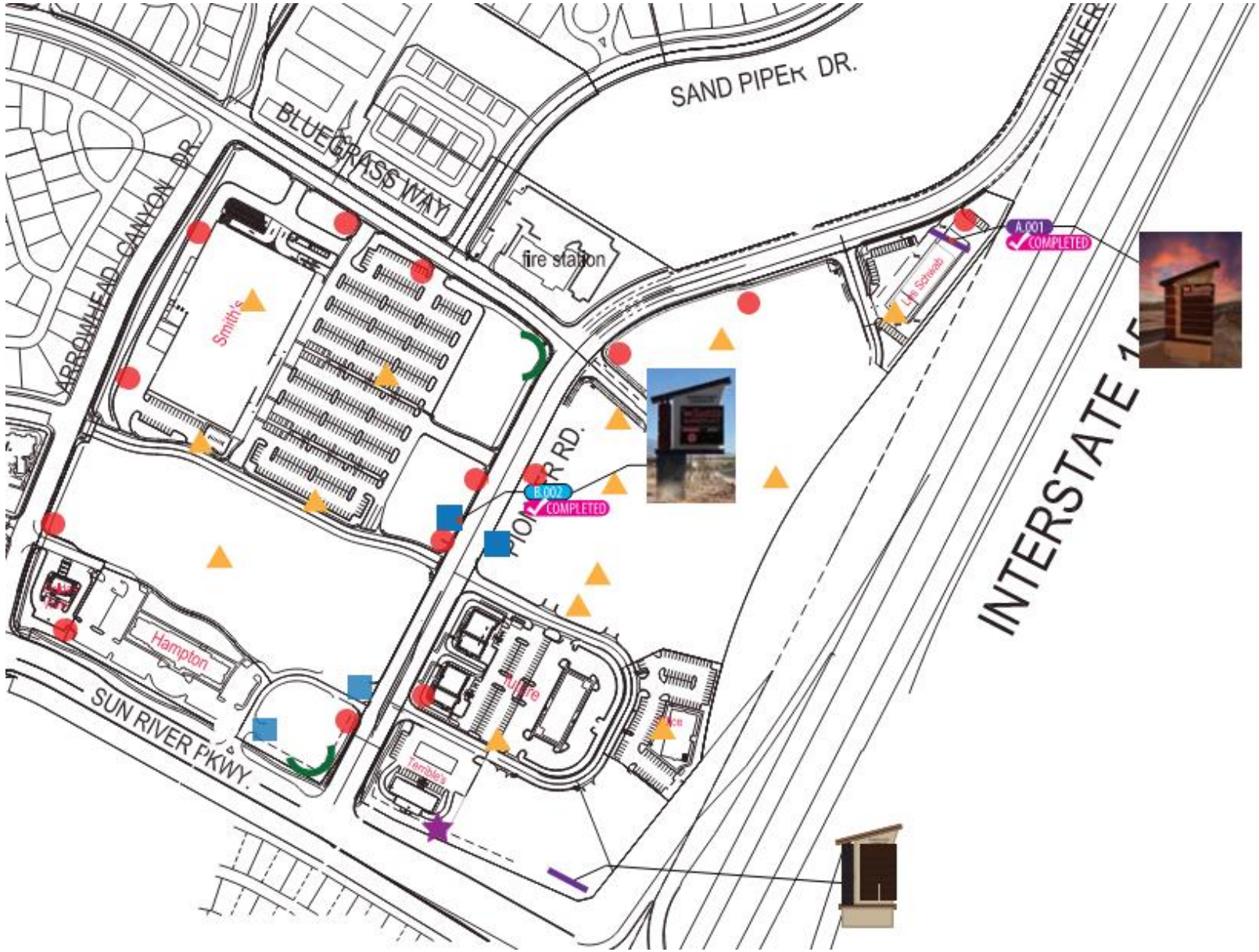
Renderings



Materials Board



Sun River Commons Master Sign Plan



SITE SIGNAGE

Traffic Pattern Direction

Sign Type A : 53' Pylon	A	2
Sign Type B : 30' Pylon	B	4
Sign Type C : 10' Monument	C	14
Sign Type D : 6'-5" Monument	D	14
Sign Type E : ID Monument	E	2
Sign Type E : ID Monument	F	1

Sun River Commons Master Sign Plan



YESCO

DESIGN

4679 South River Road
St. George, UT 84790
435.628.0350
www.yesco.com

© 2024 YESCO LLC. All right reserved

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.
The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.

Revisions

No.	Date / Description
Org.	03.12.2018 [CTL]
1	03.12.2018 update angle CTL
	03.28.2018 update CTL
	04.03.2018 match angles of cust. prov art LC
	04.05.2018 redlines as per customer call LC
	11.09.2018 redlines as per customer CTL
	12.31.2018 change height CTL
	01.29.2024 TY

JO #

Approval

A/E Sign / Date

Client Sign / Date

Sun River

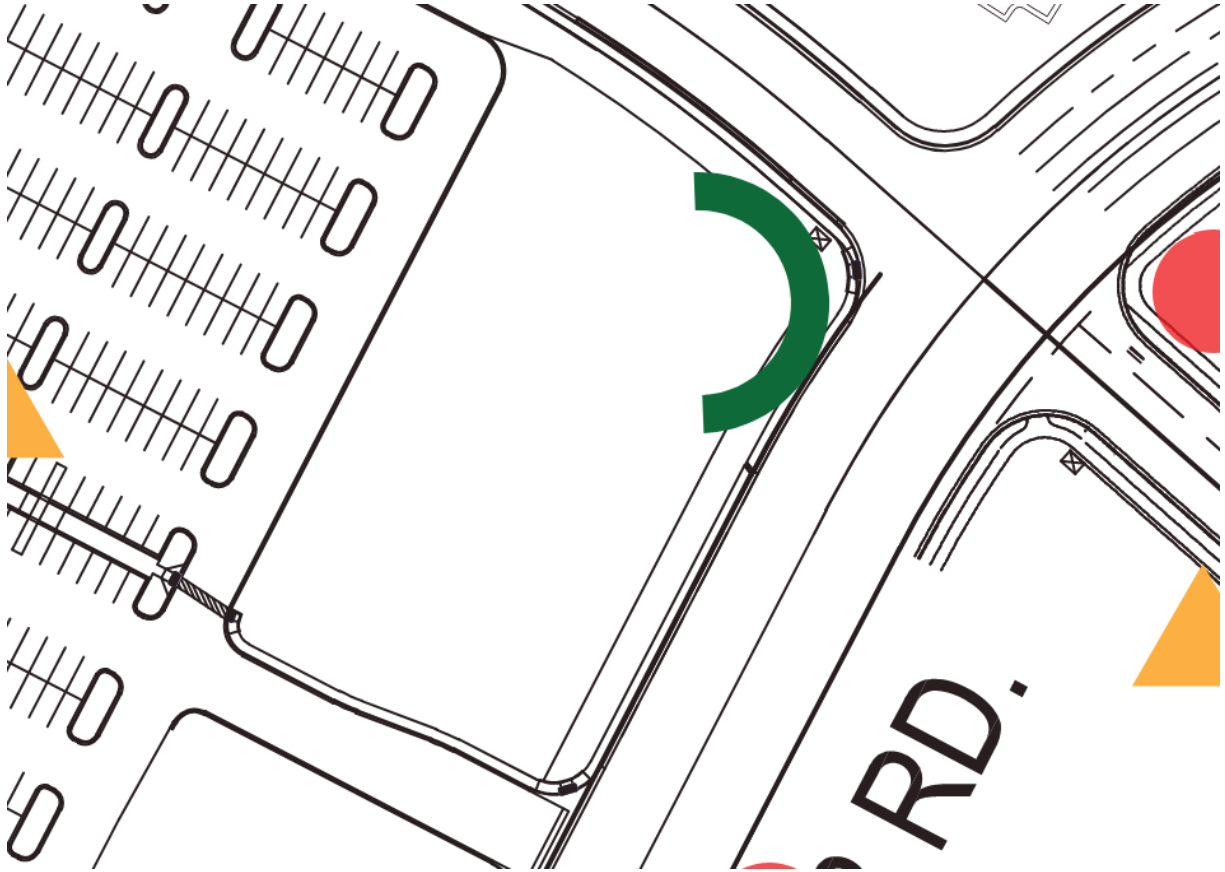
Sun River Parkway
St. George, UT

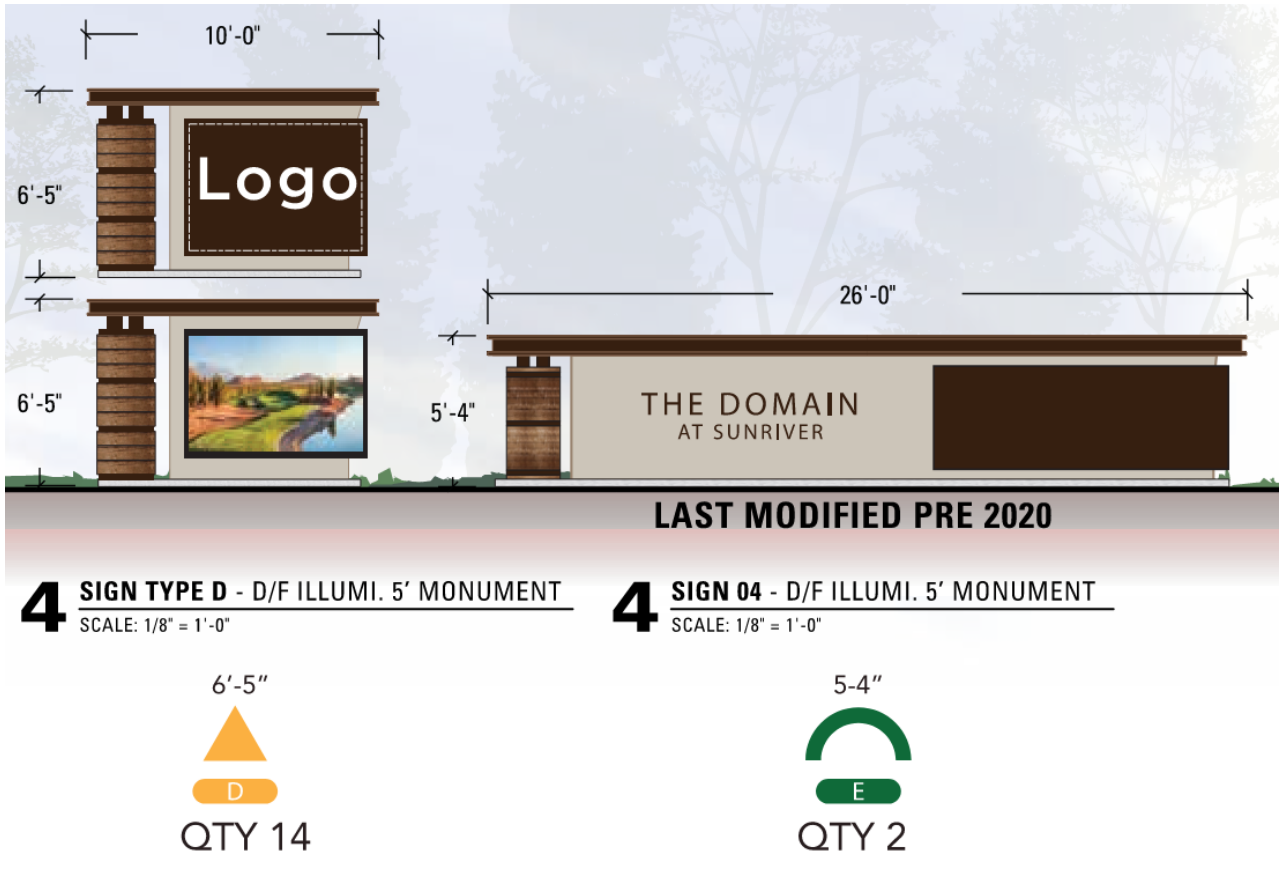
Acct. Exec: Ray Draper
Designer: Cheryl Lewis/Tyler Young

OPY-12571 MR10

ART 0.1

Sun River Commons Master Sign Plan





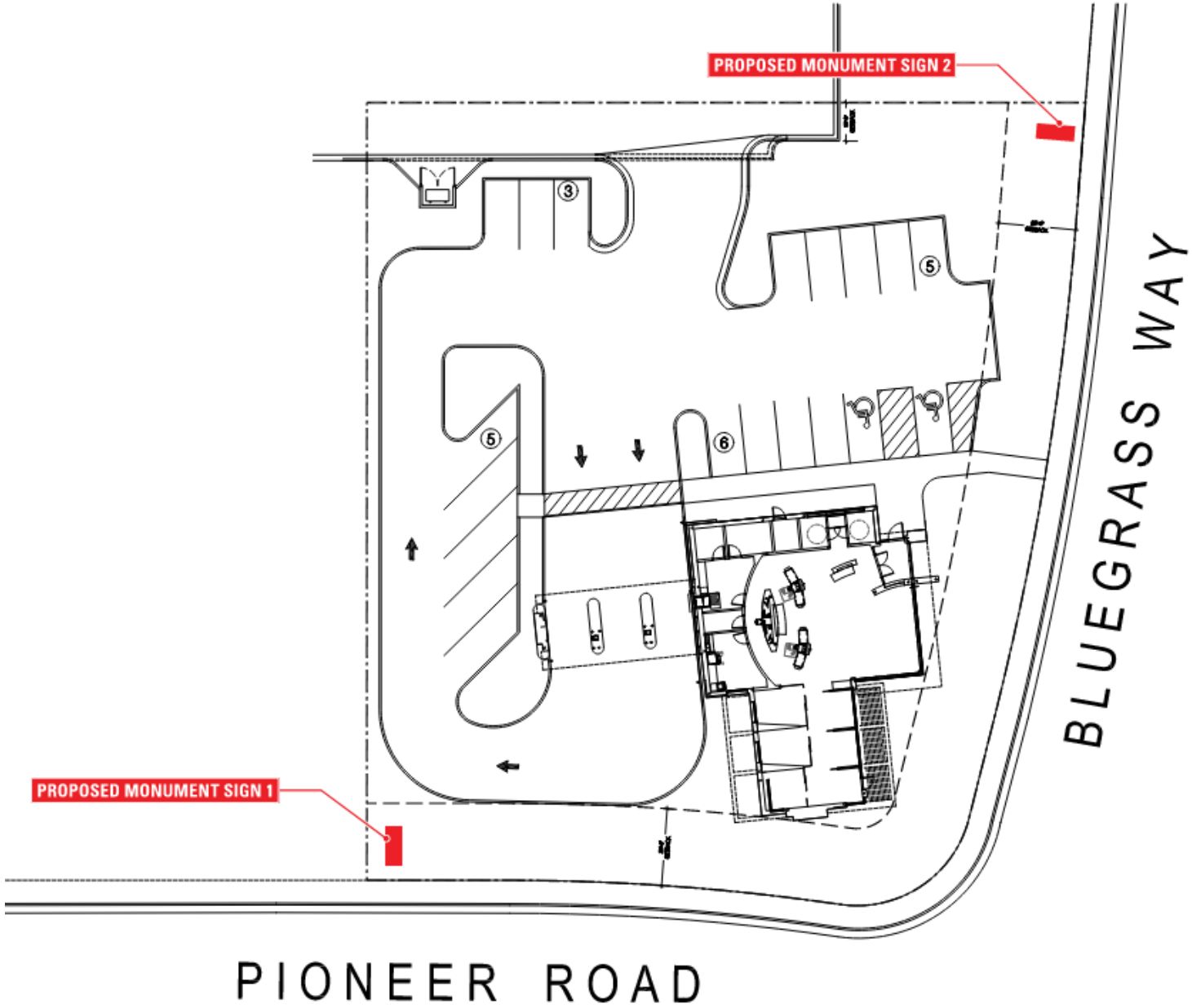
4 **SIGN TYPE D** - D/F ILLUMI. 5' MONUMENT
SCALE: 1/8" = 1'-0"

6'-5"
D
QTY 14

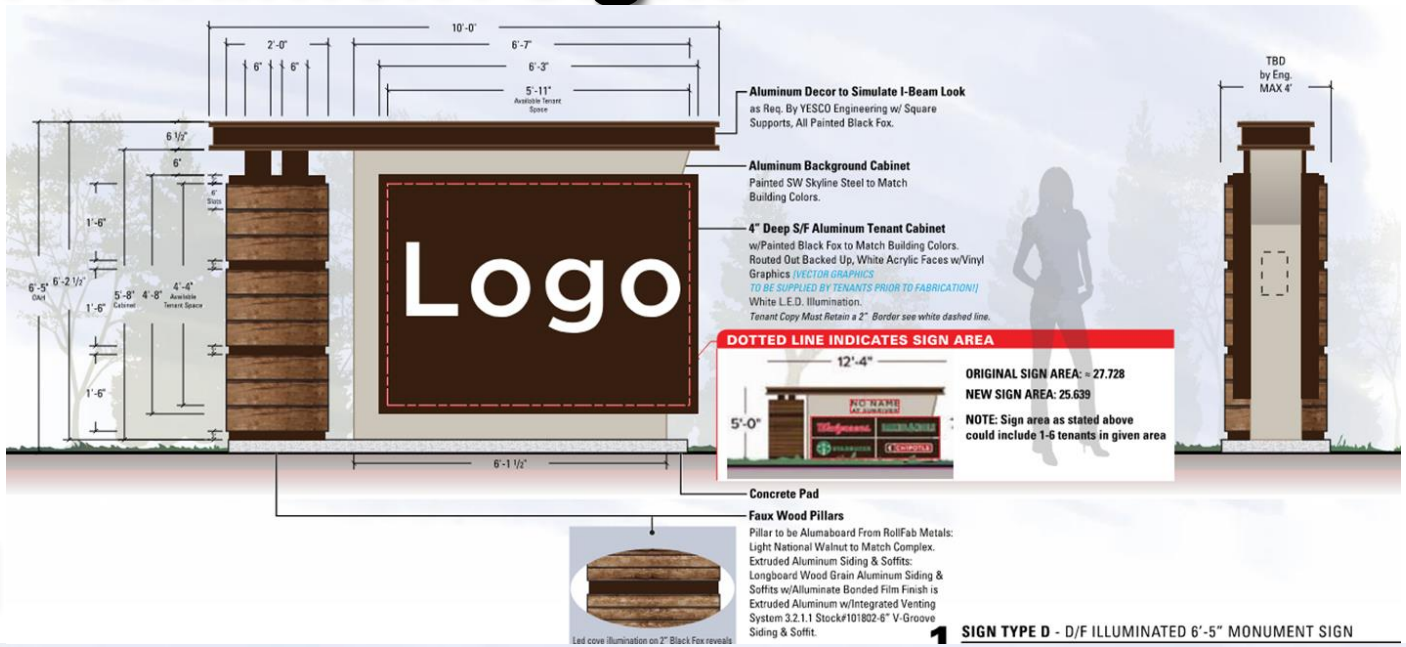
4 **SIGN 04** - D/F ILLUMI. 5' MONUMENT
SCALE: 1/8" = 1'-0"

5-4"
E
QTY 2

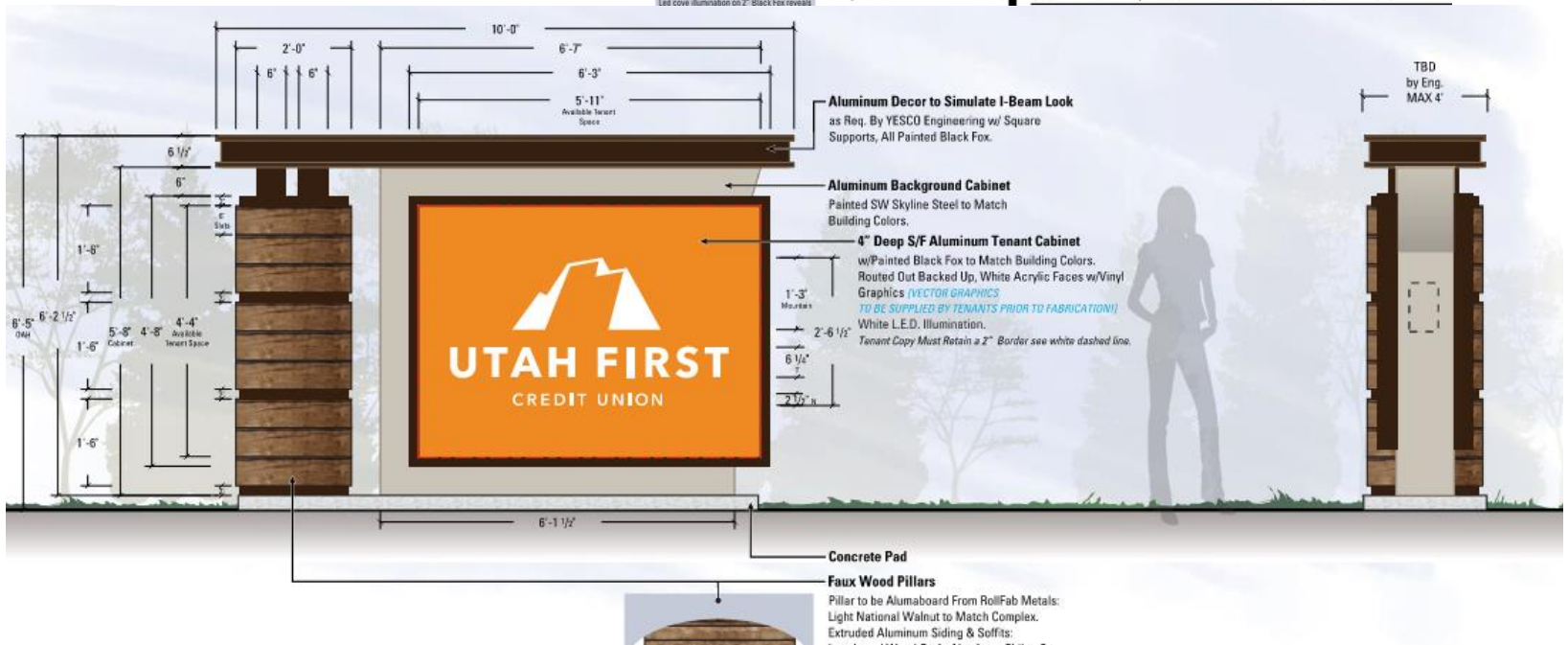
Proposed Monument Signs



Approved Monument Signs



Proposed



Approved Monument Signs



Proposed



Recommendation

The Planning Commission held a public hearing on November 18, 2025, and recommends approval with conditions, with a vote of 6-0; there were no public comments. They are proposing the following conditions:

1. That a site plan must be applied for and approved prior to the construction of the site.
2. That the Sun River Commons Master Sign Plan is amended and approved as proposed.

Possible Motion

“I move that we approve the PD Amendment for Utah First Credit Union, Case No. 2025-PDA-031, based on the findings and subject to the conditions listed in the staff report.”

ORDINANCE NO._____

AN ORDINANCE AMENDING THE ATKINVILLE INTERCHANGE AREA ZONE PLAN PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 0.81 ACRES, APPROVING THE DESIGN AND SITE PLAN FOR A UTAH FIRST CREDIT UNION FACILITY OF APPROXIMATELY 3,420 SQUARE FEET, GENERALLY LOCATED WEST OF PIONEER ROAD AND SOUTH OF BLUEGRASS WAY, AND APPROVING THE ADDITION OF TWO MONUMENT SIGNS TO THE SUN RIVER COMMONS MASTER SIGN PLAN FOR THIS SITE (CASE NO. 2025-PDA-031).

(Utah First Credit Union)

WHEREAS, the property owner has requested an amendment to an approved PD-C (Planned Development Commercial) zone to allow the design and site plan for a new 3,420 sq. ft. Utah First Credit Union building on 0.81 acres located within the Mixed-Use area of the Atkinville Interchange Area Zone Plan. The amendment includes the addition of two monument signs to the Sun River Commons Master Sign Plan; and

WHEREAS, the Planning Commission held a public hearing on November 18, 2025, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 6-0 vote, with the following conditions:

1. That a site plan must be applied for and approved prior to construction of the site.
2. That the Sun River Commons Master Sign Plan is amended and approved as proposed.

WHEREAS, the City Council held a public meeting on this request on December 4, 2025, to consider the Planned Development Amendment; and

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development within the PD-C Zone for the property described in Exhibit ‘A’ shall be amended upon the effective date of this ordinance to reflect the approval of Utah First Credit Union in Exhibit ‘B’.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT "A"

Lot 403 of Sun River Commons Phase 4



EXHIBIT "B"



UTAH FIRST CREDIT UNION - SUN RIVER
LOCATED IN ST. GEORGE, UTAH

1433 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.767.0520
CivilScience

SITE PLAN
UTAH FIRST CREDIT UNION SUN RIVER
LOCATED IN ST. GEORGE, UTAH

PROJ. #: 25411
DRAWN BY: BLW
DATES: 09/29/2025
CHECKED BY:
SCALE OF SHEET
HOR SCALE: 1" = 20'

SHEET
1
OF
1

Agenda Date: 12/04/2025 **Agenda Item Number:** 11

Subject:

Consider approval of Ordinance No. 2025-103 amending the City Zoning Map by changing the zone from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft minimum lot size), R-3 (Residential, multi-family) to PD-C (Planned Development Commercial) on approximately 1.0 acre located at southeast of 1050 North and 1020 West. (Case No. 2025-ZC-016 - 1037 W 1050 N Zone Change)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: David Gomez â€“ Baseco of Nevada Southern Utah

Reference Number: 2025-ZC-016

Address/Location:

Located southeast of 1050 North and 1020 West

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

The applicant made an application to change the zoning on the property to C-3. After the Planning Commission hearing and prior to review by the City Council, the applicant amended their application rezone the property to PD-C (Planned Development Commercial) instead. On November 18, 2025, Planning Commission held a public hearing on the request and received three public comments asking to not change the zoning. The Planning Commission discussed the case and recommended approval Zone Change as proposed by the applicant with a 7-0 vote.

Staff Narrative (need/purpose):

Currently, the subject property, located at 1037 West 1050 North, has three zoning designations on the zoning map. The first is C-3 (General Commercial), which makes up the largest zoning category on the property (approximately 65%). The second category on the property is RE-37.5 (Residential Estates, 37,500 ft minimum lot size). Finally, the R-3 (Residential, multi-family) zone is a small portion of the lot. The reason behind the request at hand is to simply consolidate the entire lot into one category, which is the PD-C zone. The General Plan calls for commercial. A PD-C zoning designation would comply with the Commercial General Plan designation.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On November 18, 2025, Planning Commission held a public hearing on the request and received three public comments to not change the zoning. The Planning Commission discussed the case and recommended approval of the 1037 W 1050 N Zone Change from R-3 (Residential, multi-family) and RE-37.5 (Residential Estates, 37,500 ft minimum lot size) and C-3 (General Commercial) to PD-C (Planned Commercial) as proposed by the applicant with a 7-0 vote with the condition that the uses are limited to those two uses listed in the staff report.

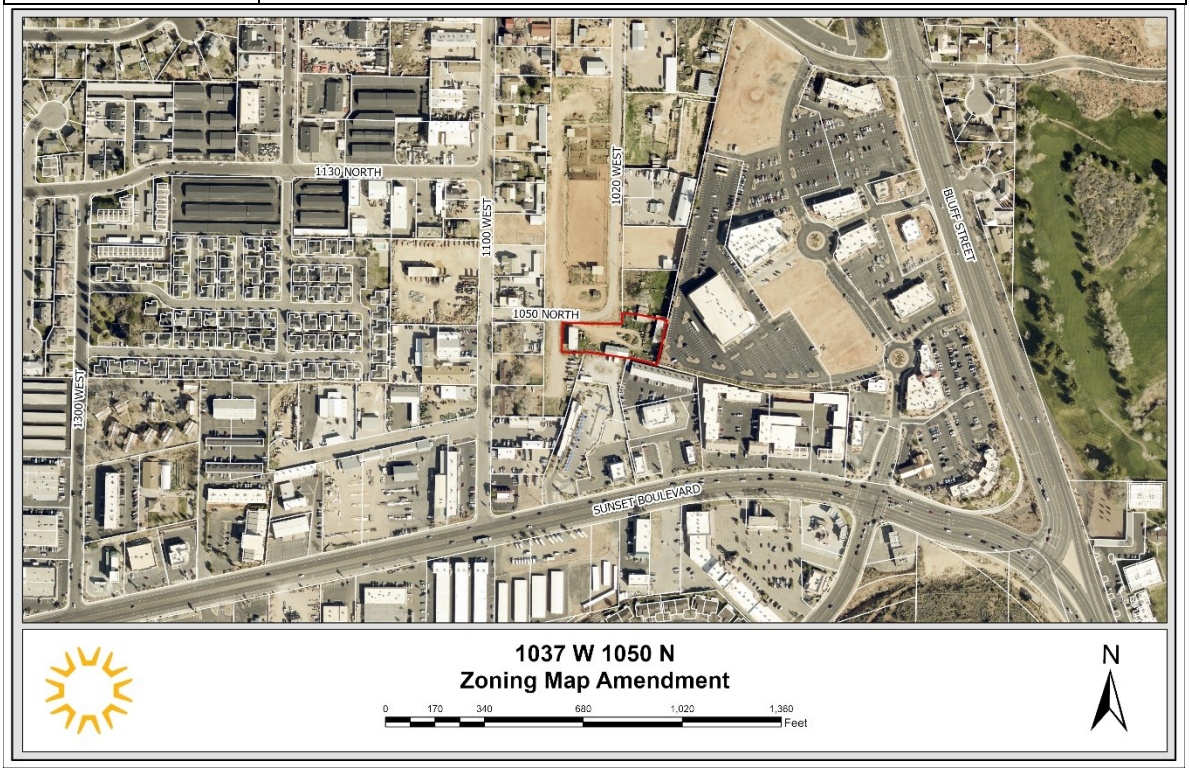
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: **11/18/2025**
CITY COUNCIL AGENDA REPORT: **12/04/2025**

1037 W 1050 N Zone Change Zone Change (Case No. 2025-ZC-016)		
Request:	Consider a request to amend the City Zoning Map in order to change the zoning on approximately 1.0 acre located southeast of 1050 North and 1020 West to PD-C.	
Applicant:	David Gomez – Baseco of Nevada Southern Utah	
Location:	Located southeast of 1050 North and 1020 West.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family)	
Surrounding Zoning:	North	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family)
	South	C-3 (General Commercial)
	East	C-3 (General Commercial)
	West	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size)
Land Area:	Approximately 1.0 acre	



BACKGROUND:

Approximately one month ago, the Planning Commission heard a request from the applicant to change the property to C-3 zoning. The Planning Commission at that time recommended approval with a 7-0 vote to make that change. Before it went before the City Council, the applicant changed the request to an initial PD-C zone request with the following uses:

1. Construction trad services, plumbing shop, electrical shop, etc.
2. Personal instruction service

Because of the change in request, the application was re-noticed and is back to the Planning Commission for a new recommendation. This request is only to establish the uses on the property. If the applicant should desire any changes on the property, a PD amendment application would need to be submitted and approved.

Currently, the subject property, located at 1037 West 1050 North, has three zoning designations on the zoning map. The first is C-3 (General Commercial), which makes up the largest zoning category on the property (approximately 65%). The second category on the property is RE-37.5 (Residential Estates, 37,500 ft² minimum lot size). Finally, the R-3 (Residential, multi-family) zone is a small portion of the lot. The reason behind the request at hand is to simply consolidate the entire lot into one category, which is the PD-C zone. The General Plan calls for commercial. A PD-C zoning designation would comply with the Commercial General Plan designation.

As was discussed in the previous hearing, the history of the zoning on this property is challenging to determine. Going back to maps as far back as 1979, it appears that the same zoning designation boundaries haven't moved. The maps that far back are far less detailed and even appear to be hand colored (if colored at all). That said, it appears that the location of that property still has the three zoning designations as it does today. Approval of this application would fix that issue. It would give a clear, single zoning designation that would clearly lay out what is allowed under the city code.



RECOMMENDATION:
On November 18, 2025, Planning Commission held a public hearing on the request and received three public comments to not change the zoning. The Planning Commission discussed the case and recommended approval of the 1037 W 1050 N Zone Change from R-3 (Residential, multi-family) and RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) and C-3 (General Commercial) to PD-C (Planned Commercial) as proposed by the applicant with a 7-0 vote.

ALTERNATIVES:
1. Approve as presented.
2. Deny the rezone.
3. Continue the proposed zone change to a future date.

POSSIBLE MOTION:
"I move that we approve the zone change to PD-C (Planned Development Commercial) for 1037 W 1050 N zone change, case number 2025-ZC-016, based on the findings listed in the staff report and subject to the following condition…"

1. That the uses are limited to the two described previously in the staff report.

FINDINGS FOR APPROVAL:
1. The proposed zone change is consistent with the general plan.
2. There is Commercial zoning in the surrounding area to the proposed zone change.

Exhibit A

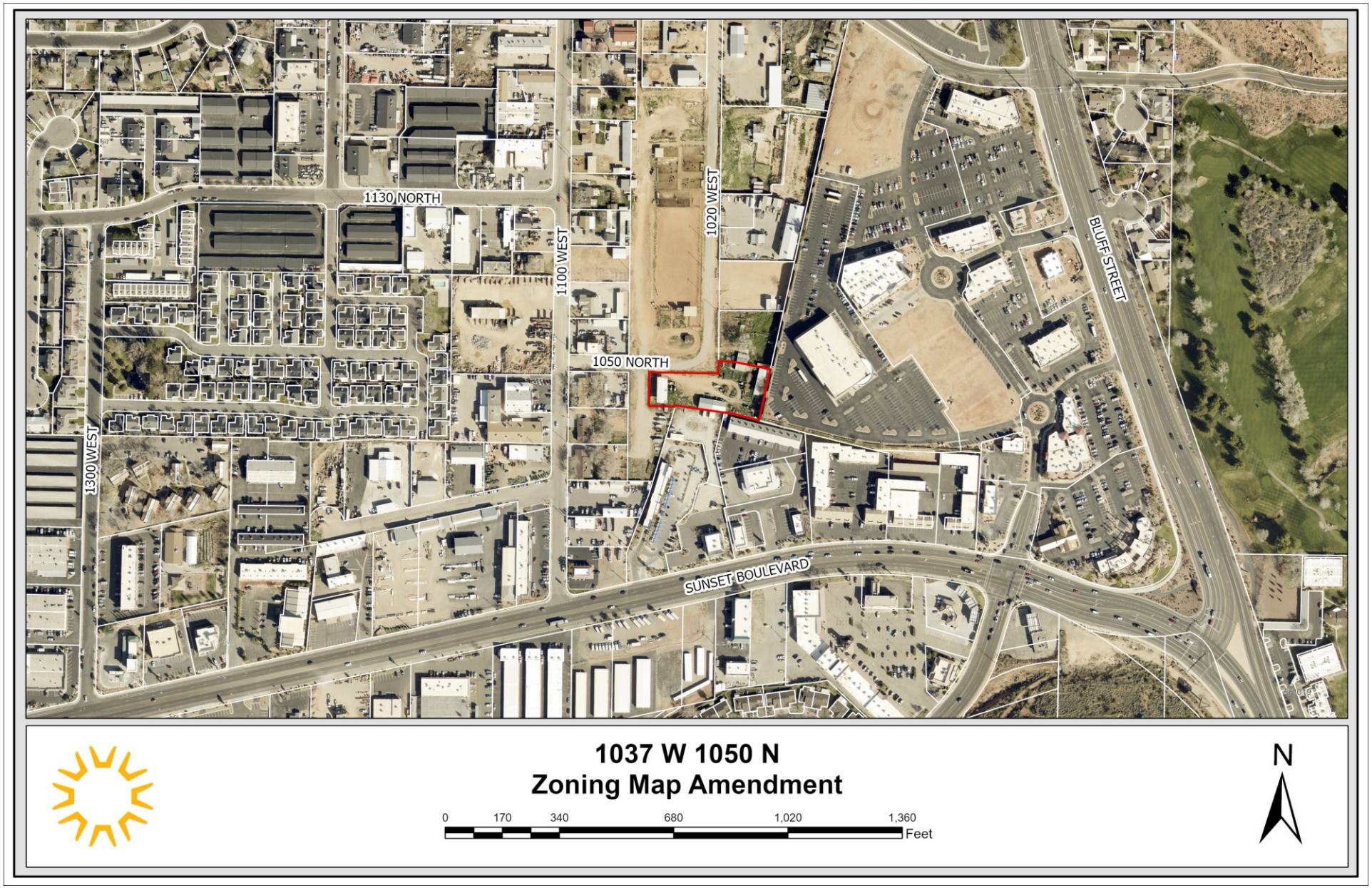
Power Point Presentation



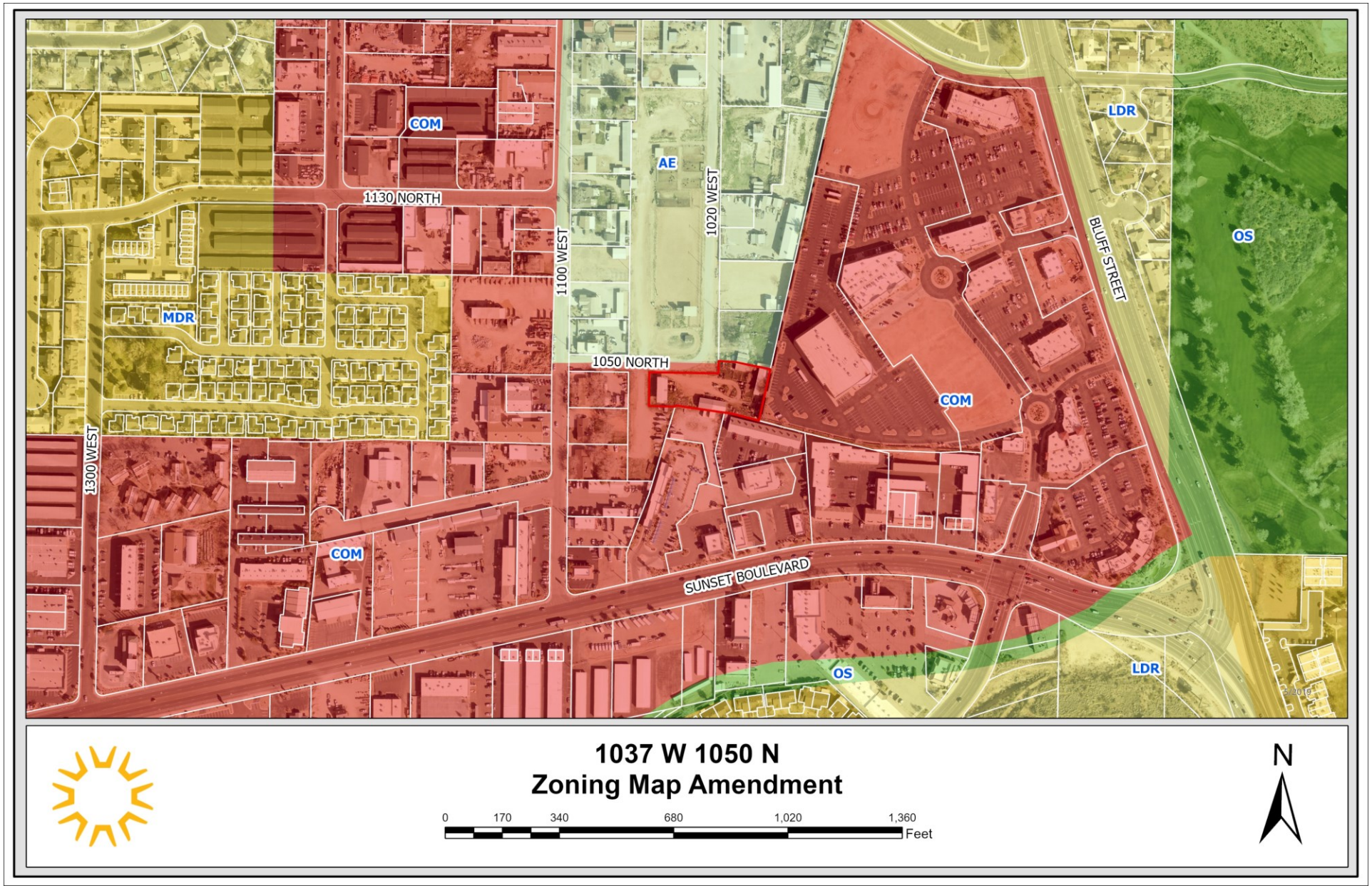
1037 W 1050 N

2025-ZC-016

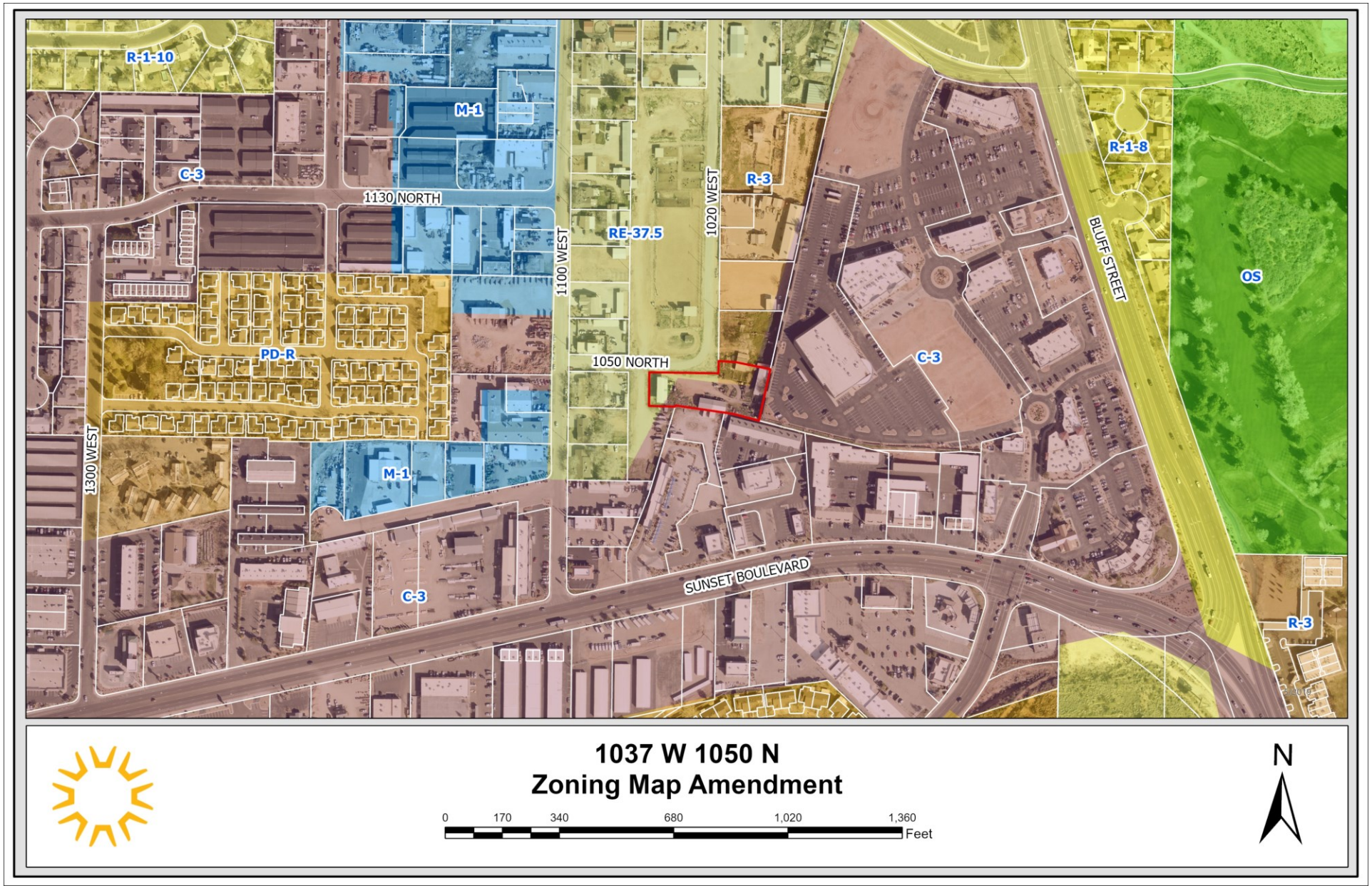
Aerial Map


1130 NORTH
1100 WEST
1020 WEST
BLUFF STREET
1050 NORTH
1300 WEST
SUNSET BOULEVARD
1037 W 1050 N
Zoning Map Amendment
0
170
340
680
1,020
1,360
Feet
N

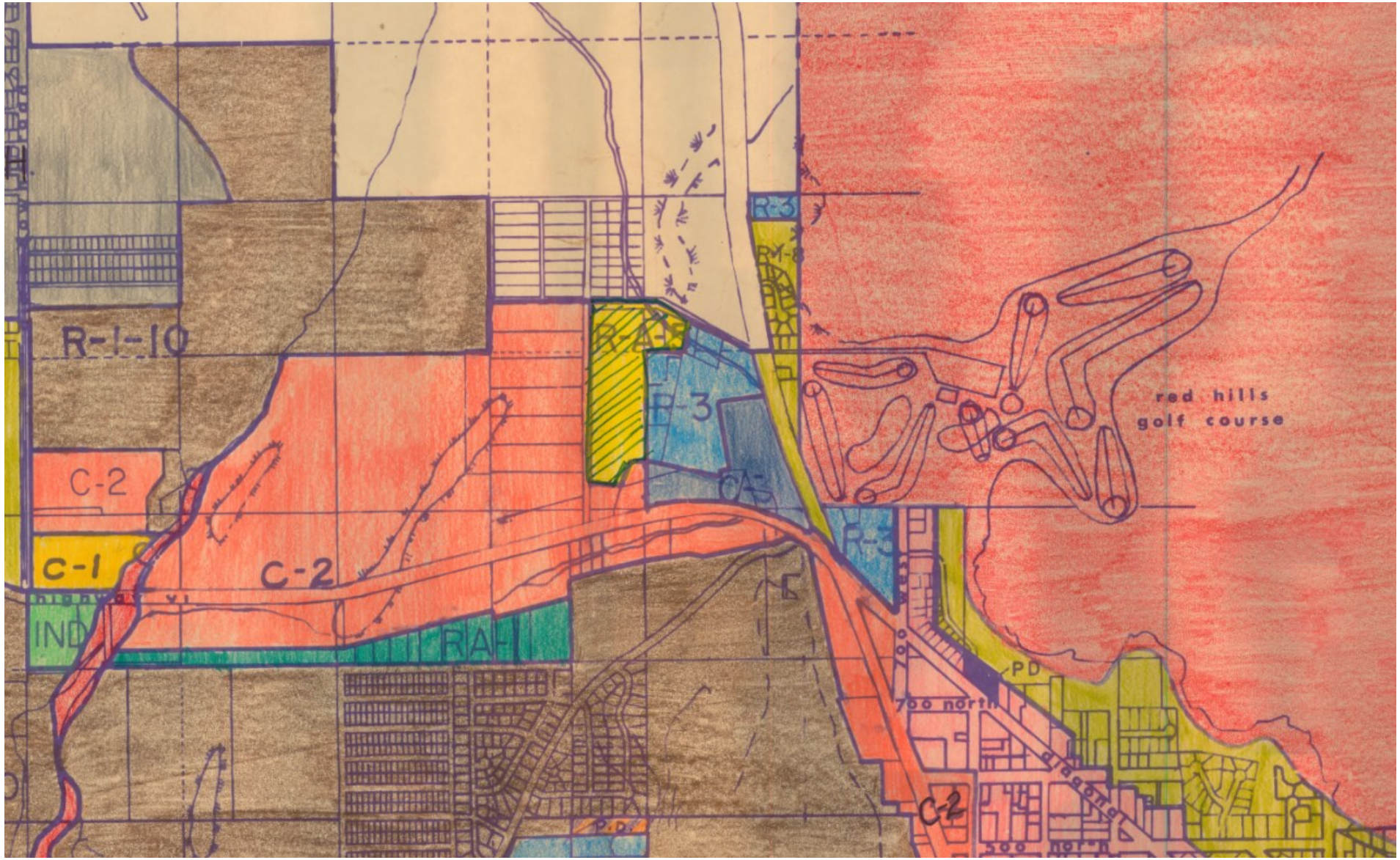
Land Use Map


COM
AE
LDR
1130 NORTH
1100 WEST
1020 WEST
BLUFF STREET
OS
MDR
1050 NORTH
COM
1300 WEST
COM
SUNSET BOULEVARD
OS
LDR
1037 W 1050 N
Zoning Map Amendment
0
170
340
680
1,020
1,360
Feet
N

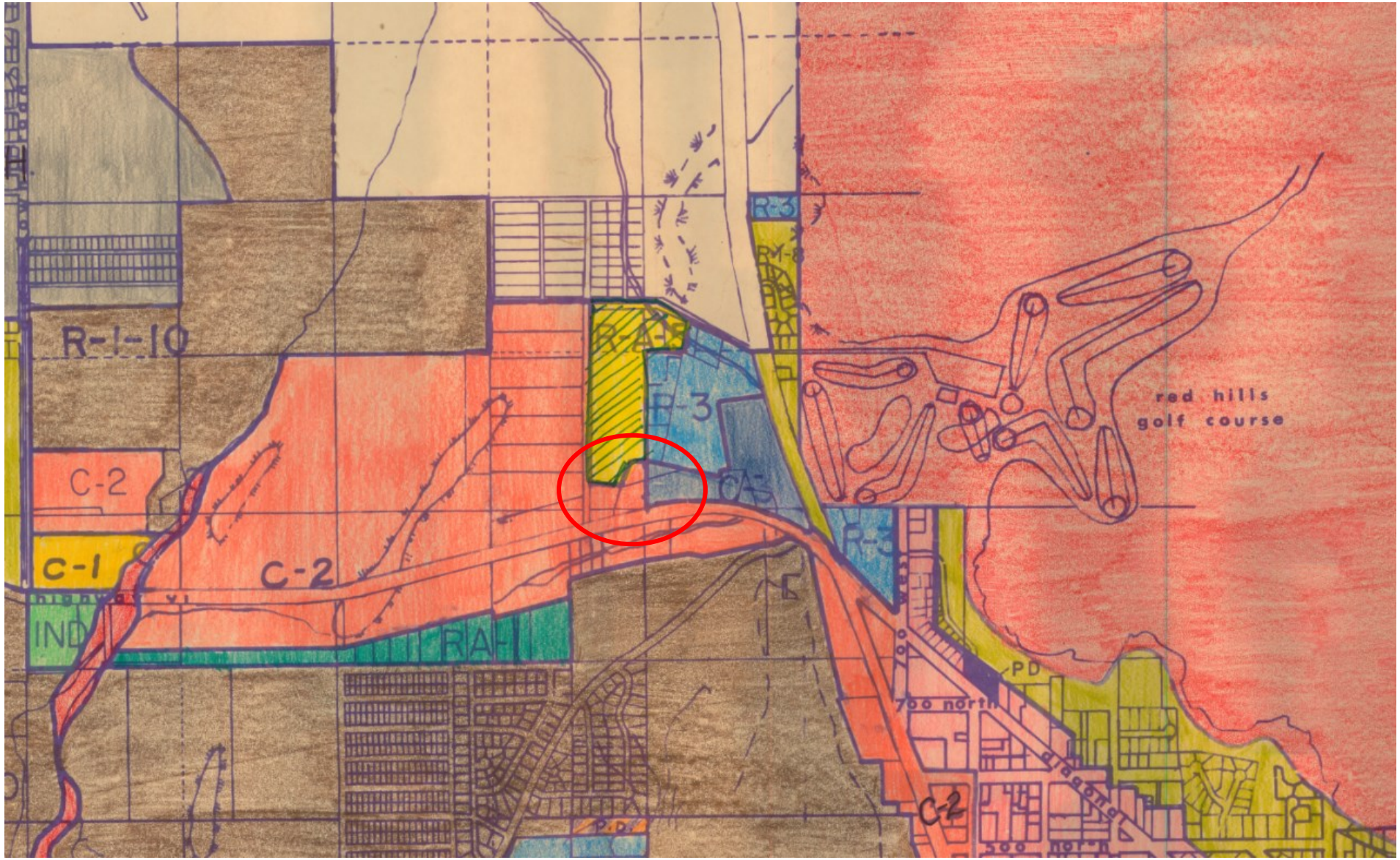
Zoning Map


R-1-10
M-1
C-3
1130 NORTH
RE-37.5
1100 WEST
1020 WEST
R-3
R-1-8
BLUFF STREET
OS
PD-R
1050 NORTH
C-3
1300 WEST
M-1
C-3
SUNSET BOULEVARD
R-3
1037 W 1050 N
Zoning Map Amendment
0 170 340 680 1,020 1,360
Feet
N

1979 Zoning


R-1-10
C-2
C-1
C-2
IND
RA-1
R-3
RA-3
R-3
C-5
R-3
red hills
golf course
PD
700 north
C-2
P.D.

1979 Zoning


R-1-10
C-2
C-1
C-2
IND
RA-1
R-3
C-3
red hills
golf course
PD
700 north
C-2

Proposed Uses

- Construction Trade Services, plumbing shop, electrical shop, etc.
- Personal instruction services.

Exhibit B

Public Comment

Subject: Formal Objection to Case Rezone No. 2025-ZC-016 Revised now as PD-C

To the St. George City Council Members and Mayor;

The Dixie Riding Club strongly objects to Case Rezone No. 2025-ZC-016, concerning the property at approximately 1037 W 1050 N. This request to change the zoning to PD-C commercial is inappropriate for this location for several critical reasons as mentioned with the applicant's original submission for C-3, including safety, infrastructure limitations, and incompatibility with the surrounding agricultural community.

The proposed commercial zoning of PD-C is still unsupported by existing infrastructure. The road network adjacent to the property is insufficient to safely handle the increased traffic that a commercial development would generate. Currently, the road is difficult to navigate even for agricultural vehicles, such as horse trailers. Commercial traffic would create a significant public safety hazard for drivers and residents, including members of the Dixie Riding Club whose property borders the site to the east and north. Not to mention for Agriculture livestock and horseback riding as well. Additionally, the entire road has no plan for drainage, curb, or gutter. In fact, we do not believe the roadway is a dedicated road, but just a parcel owned by the city to facilitate occasional access by the neighboring property owners. If it is a dedicated roadway, it is not improved with directional lines or wide enough to support commercial traffic of any kind, try passing a truck and trailer going the opposite direction and you will understand.

Furthermore, this development is inconsistent with the long-standing agricultural character of the area. For generations, this property and the surrounding area have been part of the heart of St. George's agricultural life. Our members have operated the adjacent Dixie Riding Club property for decades, and this proposed commercial rezoning is a direct threat to our way of life. The increased noise and disturbance from commercial activity would be detrimental to the livestock and the peaceful, agricultural setting we have worked to preserve. As a city, we must recognize that a balance is needed between property rights and community preservation.

While a small portion of the site may have a different zoning designation, the property has always been used for agriculture. The surrounding properties are residential and agricultural, and this zone change would detrimentally affect our operations through increased noise and traffic congestion. Approving this change would also set a precedent that further erodes the city's limited agricultural land. A parcel just north of this parcel was also denied commercial zoning due to the road width limitations. We formally request that the Council deny this rezoning application. Again, stating that at a minimum, a comprehensive road study, traffic impact and environmental study should be conducted to assess the full impact on traffic flow, public safety, and the local agricultural ecosystem before any consideration moves forward.

Sincerely, The Dixie Riding Club-

David Adams
Doug Sorenson
Sharon Welch
DeAnn Iverson
Garret Bracken
Chad Drake
Gary Colf
Moe Bracken
Kevin Birrell
Gary Welch
Les Bracken
Joel Cash
Sharlene Williams
Troy Newby
Brody Adams
Colby Birrell
Jared Jepson

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM RE-37.5 (RESIDENTIAL ESTATES, 37,500 FT² MINIMUM LOT SIZE), C-3 (GENERAL COMMERCIAL), AND R-3 (RESIDENTIAL, MULTI-FAMILY) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) WITH A USE LIST ON APPROXIMATELY 1.0 ACRES GENERALLY LOCATED SOUTHEAST OF 1050 NORTH AND 1020 WEST.

(1037 W 1050 N Zone Change)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) to PD-C (Planned Development Commercial), on approximately 1.0 acre generally located southeast of 1050 North and 1020 West; and

WHEREAS, the property owner has agreed to limit the uses on the property to the following:

1. Construction trade services, plumbing shop, electrical shop, etc.
2. Personal instruction services.

WHEREAS, the City Council held a public meeting on this request on December 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on November 18, 2025; and recommended approval with a 7-0 vote with no conditions; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

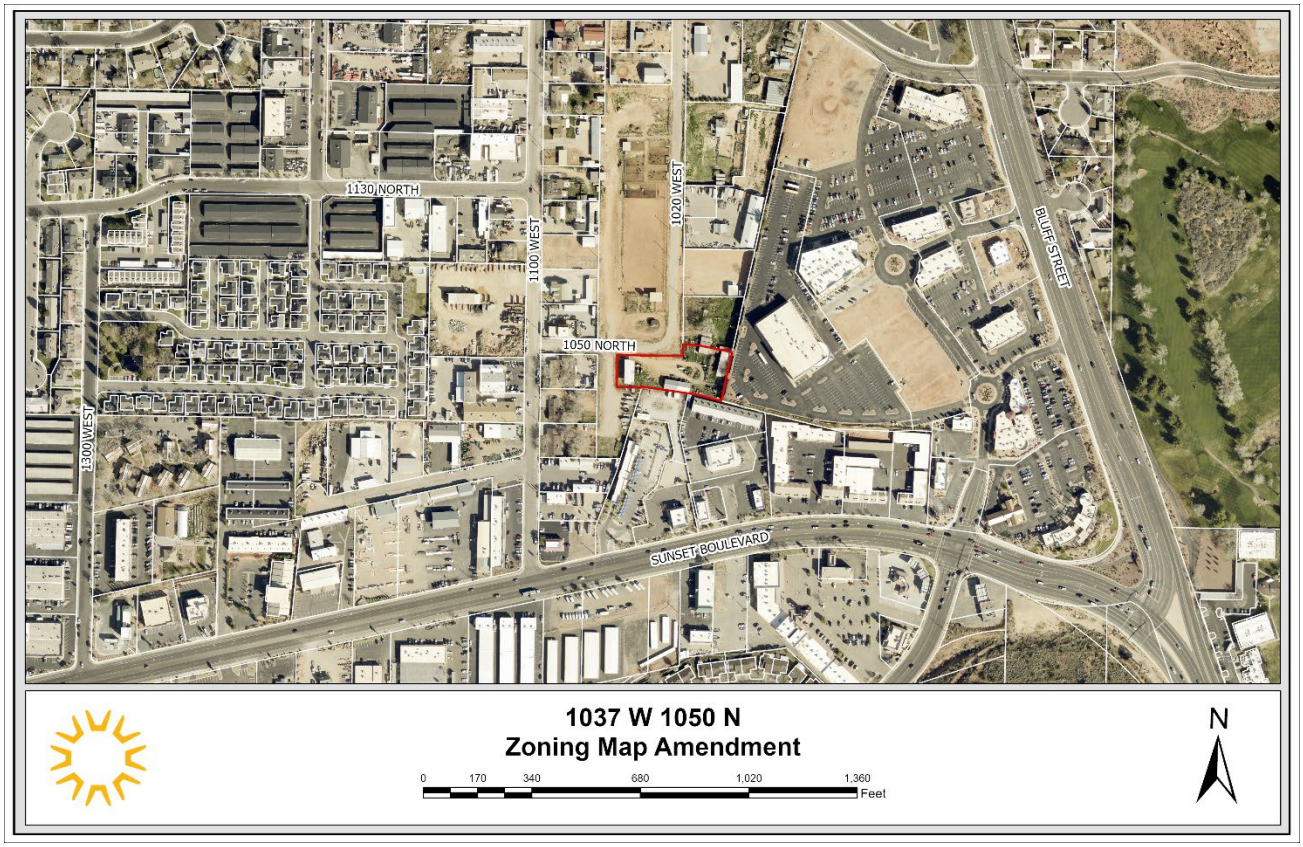
Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A” – Legal Description

Legal S: 14 T: 42S R: 16W BEG N0°36'20 W 401.12 FT ALG SEC/L FM SE COR SEC 14 T42S R16W TH N83°03' W 127.98 FT; TH S15°21' W 3.53 FT; TH N89°44' W 77.67 FT; TH N0°36'20 W 100 FT TO S LN 50 FT RDWY; TH N89°33' E 205.50 FT ALG SD S LN TO E LN SEC 14; TH N0°36'20 W 36.93 FT ALG SD E LN; TH S87°08'20 E 52.60 FT; TH S80°26'03 E 33.09 FT; TH S79°20'30 E 74.08 FT; TH S11°27'40 W 140.68 FT; TH S22°22'28 W 15.27 FT; TH N79°27'05 W 124.71 FT TO POB.

CONTAINING 623,643 SQUARE FEET OR 1.00 ACRES.

Exhibit “B” – Parcel Exhibit



Agenda Date: 12/04/2025 **Agenda Item Number:** 12

Subject:

Consider approval of Ordinance No. 2025-104 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.86 acres located at 559 East St. George Boulevard (Case No. 2025-ZC-018 - St. George Downtown Hyatt)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Rosenber Associates, Patrick Darragh

Reference Number: 2025-ZC-018

Address/Location:

559 East St. George Boulevard

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

The underlying general plan is Downtown Connected Corridor with the adjacent zoning of MH-6 (Mobile Home minimum of 6,000 sq. ft. lots) and C-3 (General Commercial). At their meeting held on October 28, 2025 the Planning Commission held a public hearing, no public comments were made. They forwarded a positive recommendation with a 6-0 vote including that the height is increased to allow the additional height as requested by the applicant and as shown in the staff report with the following conditions: 1. The applicant must combine the lots before the site can be approved. 2. A 15-foot landscape strip must be provided along the right of way on 600 East. 3. The use list be changed to only include Bar Establishment, Restaurant, Hotel/Motel.

Staff Narrative (need/purpose):

The applicant is requesting a zone change from C-3 (General Commercial) to PD-C (Planned Development Commercial). The purpose of the zone change is to allow addi-tional building height, which may be considered under the PD-C designation. If ap-proved, the zone change would permit the development of a 109-room hotel, a use consistent with the PD-C zone standards.The PD-C zone is compatible with the General Plan designation of Downtown Con-nected Corridor. This designation envisions development characterized by buildings two to four stories in height, designed to make efficient use of valuable downtown land through appropriately scaled massing and lot coverage.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a positive recommendation with a 6-0 vote including that the height is increased to allow the additional height as requested by the applicant and as shown in the staff report, with the following conditions:1.The applicant must combine the lots before the site can be approved.2.A 15-foot landscape strip must be provided along the right of way on 600 East.3.The use list be changed to only include Bar Establishment, Restaurant, Hotel/Motel.

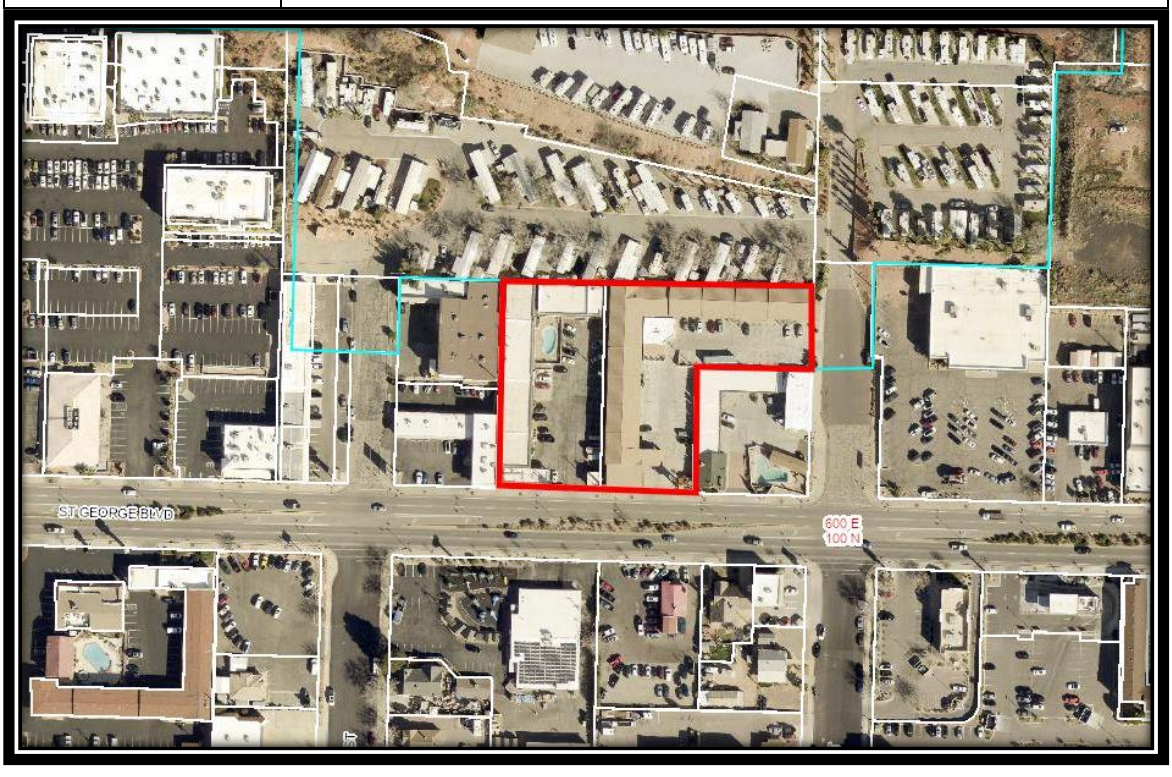
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/28/2025
CITY COUNCIL AGENDA REPORT: 12/04/2025

St. George Downtown Hyatt Zone Change (Case No. 2025-ZC-018)		
Request:	Consider an ordinance to amend the City zoning map by amending the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.86 acres, located at 559 East St. George Blvd for the purpose of a five-story 109-unit hotel.	
Applicant:	Rosenberg Associates, Patrick Darragh	
Location:	559 East St. George Blvd.	
General Plan:	DTCC (Downtown Connected Corridor)	
Existing Zoning:	C-3 (General Commercial)	
Surrounding Zoning:	North	MH-6 (Mobile Home minimum 6,000 sq. ft. lots)
	South	C-3 (General Commercial)
	East	C-3 (General Commercial)
	West	C-3 (General Commercial)
Land Area:	Approximately 1.86 acres	



BACKGROUND:

The Planning Commission held a public hearing on October 28, 2025, no public comments were made. They forwarded a positive recommendation with a 6-0 vote.

Project Description
The proposed project includes two parcels located at 525 East and 559 East St. George Boulevard. The existing motels on these properties were constructed in 1976 and 1984, respectively. The applicant proposes to combine the two parcels into a single lot and demolish both existing structures to accommodate the new development.

Zoning and Land Use
The applicant is requesting a zone change from C-3 (General Commercial) to PD-C (Planned Development Commercial). The purpose of the zone change is to allow additional building height, which may be considered under the PD-C designation. If approved, the zone change would permit the development of a 109-room hotel, a use consistent with the PD-C zone standards.

The PD-C zone is compatible with the General Plan designation of *Downtown Connected Corridor*. This designation envisions development characterized by buildings two to four stories in height, designed to make efficient use of valuable downtown land through appropriately scaled massing and lot coverage.

Please see the zoning requirements below for site details:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		South (Street): 53’1” North (Side): 20’ West (Rear): 10’ East (Front): 165’	The required setbacks are: Front/ Street Side: 20’ Side adjacent to residential: 20’ Rear: 10’
Uses	10-8D-2	Hotel	The proposed use is being requested with the PD-C zone. It is an approved use in the commercial zones which the applicant selects from. Additional uses have been requested please see Exhibit C.
Height and Elevation	10-8D-6	Height 60’ to the top of the parapet 50’ to the roof line 41’ to the 4th floor stepback	The maximum height allowed in a PD-C is 50’. However, the PD-C zone allows the applicant to ask for additional height. See comments below for further details.

Landscape Plan	10-8D-2	A conceptual landscape plan has been included.	The site plan shows an average of 15' of landscape on the right of way along St. George Blvd, there is an additional 10' planting strip on the north property line between the residential zone and this zone shown on the site plan. The conceptual plan appears to meet code, this will be verified during the site plan review.
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. Staff will ensure this is completed during the site plan approval process. Preliminary utility discussion has already occurred at a pre-application meeting.
Signs	10-8D-2	Signage has not been proposed at this point.	Any signs will need to meet the sign regulations found in Title 9-13.
Lighting	10-8D-2 (12)	A preliminary photometric plan was submitted with this application.	The submitted lighting plan appears to comply with code; this will be verified during the site plan review process.
Lot Coverage	10-8D-6	The proposed building covers approx. 35% of the lot.	The PD-C zone allows building coverage up to 50%.
Solid Waste	10-8D-6	This development shows the solid waste location.	The solid waste location is proposed to be screened with walls and gates.
Buffer Protection of Residential Property	10-8D-6	N/A	N/A
Parking	10-19-5	The proposed hotel will have 109 rooms requiring 111 stalls. Parking provided: 113 spaces	The site plan exceeds the parking requirement.
EVCS And Bike Parking	10-19-6	Bicycle parking is shown.	They will be required to have conduit to one parking space for a future EVCS and a bike rack that holds at least two bikes.

Increased Height Request

B. *Height Regulations:* No structure shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty feet (50'). The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;

The property is bordered by commercial zoning on the east and west. On the north where the property is bordered by residential, there is an elevation difference, the residential property is significantly higher in elevation than this property. The south side of the property is bordered by St. George Blvd.

2. Increased landscaping enhances the project and reduces any negative impacts;

On the north there is a 20' landscape buffer protecting the residential zone.

3. Site layout and design enhance the project and reduce any negative impacts;

This building steps back at the fourth story to soften the visual impact.

4. The massing and building scale is appropriate for the location;

5. The proposed height increase is appropriate for the area; and

6. The increase in height is consistent with any applicable master plan.

Applicable to 4,5, and 6:

The project is located on St. George Blvd in Downtown St. George. It will be located four blocks from the newly approved Downtown Curio, an 87' tall hotel, located at the corner of St. George Blvd. and Temple Street (200 East). The land use designation is Downtown Connected Corridor. This land use designation calls for two to four story buildings that are designed to use valuable downtown land efficiently.

Heights of surrounding buildings: County Bldg 77'8", Advenire/City View Apartments 62', Joule Plaza 74', IMC 58'9"", Main St. Plaza 71', State Bank 64', Tabernacle 115', Court House 75'6"-94'8", Vintage 54-64' Tabernacle Towers 57', Utah Tech Classroom Building 66'6" – 79'

RECOMMENDATION:
The Planning Commission forwarded a positive recommendation including that the height is increased to allow the additional height as requested by the applicant and as shown in the staff report, with the following conditions:

1. The applicant must combine the lots before the site can be approved.
2. A 15-foot landscape strip must be provided along the right of way on 600 East.
3. The use list be changed to only include Bar Establishment, Restaurant, Hotel/Motel.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial of the request.
4. Continue the proposed PD amendment to a later date.

POSSIBLE MOTION:
"I move that approve ordinance No. 2025-XXX to amend the City zoning map by amending the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.86 acres for the St. George Downtown Hyatt as presented, case no. 2025-ZC-018, based on the findings and subject to the conditions recommended by the Planning Commission."

FINDINGS FOR APPROVAL:

1. The proposed uses are permitted uses found in the commercial zones.
2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.
3. The height of the proposed hotel is in harmony with other structures in the general vicinity.
4. The property will be served by approved sources and facilities for culinary and secondary irrigation water, power, sewer, and access to a dedicated public street.

Exhibit A
Applicant's Narrative

Hyatt Studios Downtown St. George
Applicant's Narrative

Hyatt Studios Downtown St. George
PD-C - Zone Change

Project Overview:

The proposed project requests approval of a zone change to permit redevelopment of the Economy Inn and Coronada Inn sites into a five-story Hyatt Studios. The current structures no longer contribute positively to the area and are in need of replacement. The new development will significantly improve the visual character of this prominent corridor and serve as a catalyst for continued revitalization in downtown St. George. In addition to its architectural and economic benefits, the project is designed to support the city's vision of a more walkable, pedestrian-friendly downtown—enhancing the overall experience for both residents and visitors. This zone change is a key step in facilitating that transformation.

Project Information

Total Area = 1.75 ACRES
Current Zone = C3
Proposed Zone = PD-C
Parcels = SG-1340,SG-1338-A-1

Building Heights

Hotel: 60' - 0"

The request for five stories is based on both site context and economic feasibility. The project is located in a major commercial corridor that already includes multi-story hotels and commercial buildings. The additional height allows efficient land use, supporting urban infill rather than sprawl. A five-story building ensures the financial feasibility of replacing two older motels with a new development that generates significantly higher tax revenues and job creation. The scale and massing are appropriate for the surrounding area and will be mitigated by thoughtful architectural articulation and landscaping.

Landscape & Amenities

Site Landscape Area = 18,721 SF (24.6%)

Parking

Total Required = 111 Stalls
Total Provided = 113 Stalls (5 ADA)

Key Features:

- **Rooftop Patio:** Offering stunning views of the city, this space will be ideal for guest relaxation.
- **High-End Rooms:** Designed with comfort and elegance in mind, attracting both business and leisure travelers.
- **Board Room:** Equipped with modern amenities to cater to business travelers and local businesses.
- **Fitness Center:** Providing guests with state-of-the-art fitness facilities.
- **Great Views:** Rooms and common areas designed to maximize the beautiful city-scape.
- **Outdoor Swimming Pool:** Great view of St. George boulevard.

Community Benefits:

This redevelopment will deliver substantial benefits to the City and its residents:

1. **Economic Growth**: Hyatt Studio will significantly increase transient room taxes and sales taks revenues compared to the aging motels. Increased foot traffic and spending in downtown businesses.
2. **Job Creation**: Construction will provide immediate employment opportunities, while hotel operations will generate long-term jobs in hospitality and management.
3. **Urban Renewal**: Removal of two deteriorating properties enhances the visual appeal of a key commercial corridor and improves the City's image to visitors.
4. **Tourism & Visitors Support**: Hyatt Studio fills a critical need for extended-stay accommodations in St. George, supporting both business travelers and families staying for longer durations.
5. **Substaniability**: The redevelopment will incorpoarte modern energy-efficient systems, water-wise landscaping, and reduced environmental impact compared to the existing structures.
6. **Enhanced Walkability:** Encouraging a pedestrian-friendly environment, reducing traffic congestion, and promoting a healthier lifestyle.
7. **Event Attraction:** Bringing more events downtown, supporting local businesses & creating a lively atmosphere.

Conclusion:

This zone change request represents a meaningful step toward revitalizing a key area of St. George. By removing two aging, deteriorating hotels and replacing them with a high-end, thoughtfully designed hotel, we aim to significantly enhance the aesthetic appeal of St. George Boulevard. Beyond visual improvements, this project will contribute to the broader vision of a vibrant, walkable downtown—inviting residents and visitors alike to explore and enjoy the area. We believe this development aligns with the city's goals for growth, beautification, and economic vitality, and we respectfully request your support in making it a reality.

Exhibit B
Use List

Hyatt Studios Downtown St. George
PD-C - Zone Change

We are requesting approval of the following uses as part of the PD-C zone change

Proposed Uses:

1. Bar establishment
2. Car wash
3. Off-premises beer retailer
4. Personal care service
5. School, public or charter
6. Restaurant
7. Hotel/Motel
8. Automobile rental
9. Financial, Medical, and Professional Services
10. Timeshare units
11. Office
12. Religious facility
13. Retail shops
14. Convenience market with gas pumps/gas station

Exhibit C
Height Increase Justification

Subject: Re: Downtown Hyatt

Hi Brenda,

I am writing to provide additional justification for the requested height increase associated with the proposed redevelopment of the Economy Inn and Coronada Inn sites into a five-story Hyatt Studios.

The additional height is essential to ensure the project's economic and functional viability. Without the extra floor, we cannot achieve the minimum number of guest rooms and parking stalls to meet both city standards and hotel brand requirements. This balance between parking efficiency and guest capacity is what makes the redevelopment feasible. Without it, the project would not be financially sustainable—and the opportunity to replace the two aging, deteriorating motels with a high-quality, tax-generating property would be lost.

Beyond economics, the design thoughtfully addresses scale, massing, and compatibility with the surrounding area:

- The new setbacks are 10 feet, substantially greater than the 0-foot setbacks of the existing hotels, improving the streetscape and pedestrian experience.
- The site will be fully landscaped and buffered to meet or exceed all city standards.
- The top floor is stepped back to reduce the apparent height and soften the building's visual impact along St. George Boulevard.
- The design complements the existing urban context, where multi-story hotels and commercial buildings are already present.
- The proposed height increase is well-suited for downtown St. George and is consistent with heights previously approved by the City Council on other projects.

This height request aligns with the City's vision for a more walkable, attractive, and economically vibrant downtown. The new hotel will act as a catalyst for continued reinvestment along the corridor while replacing structures that no longer contribute positively to the area.

We believe the proposed height and design represent a thoughtful, balanced approach that meets the city's long-term planning goals while ensuring the success of a transformative project for downtown St. George.

Thank you for your time and consideration. I'm happy to provide any additional materials or visuals the City may need to further review this request.

Sam Patel

UTAH HOTEL GROUP
162 North 400 East, Suite A-204
Saint George, UT 84770
Office: (435) 275-2048
Cell: (435) 215-3130
Fax: (435) 868-4510

sam@utahhotelgroup.com

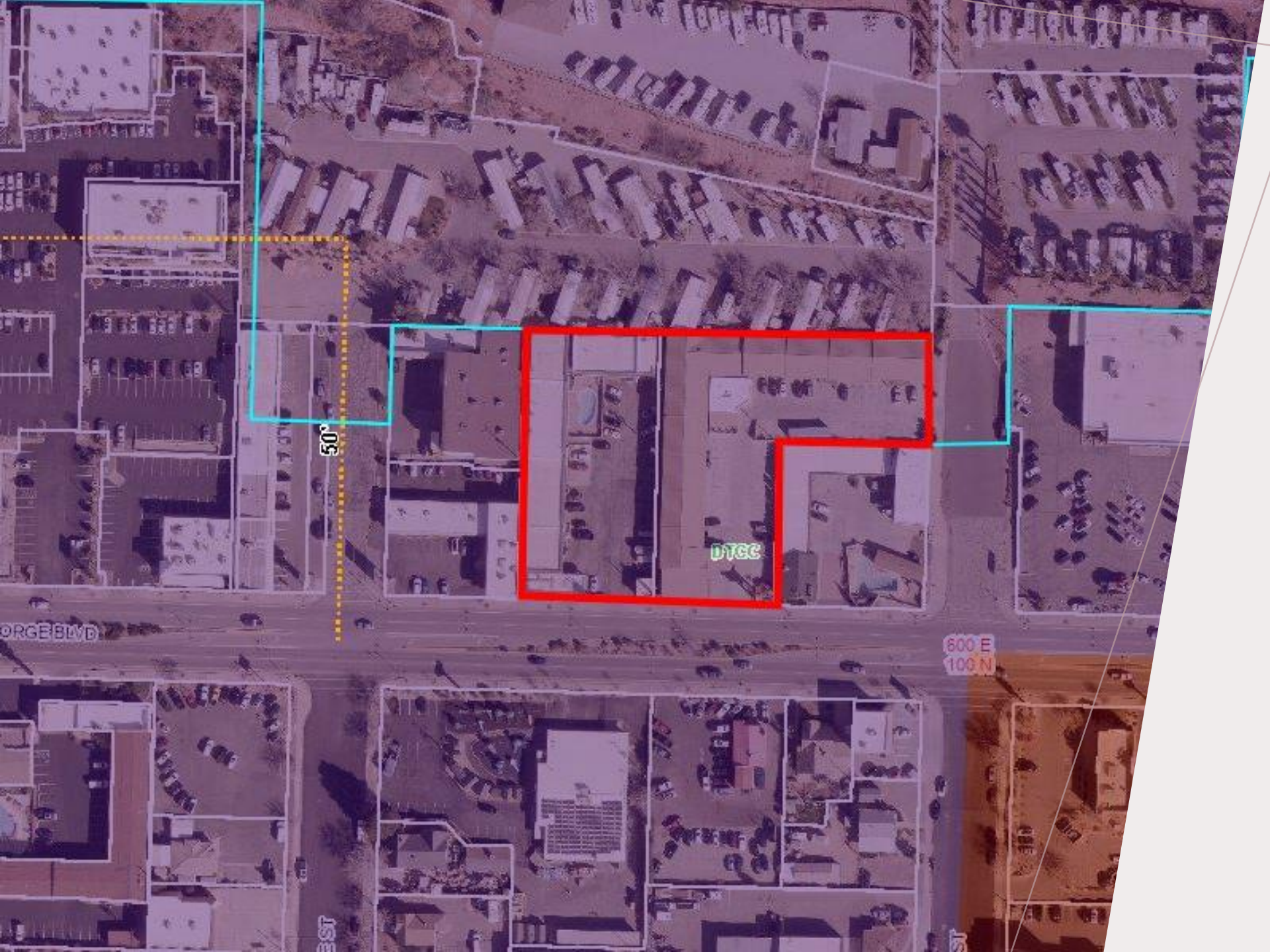
Exhibit D
PowerPoint Presentation



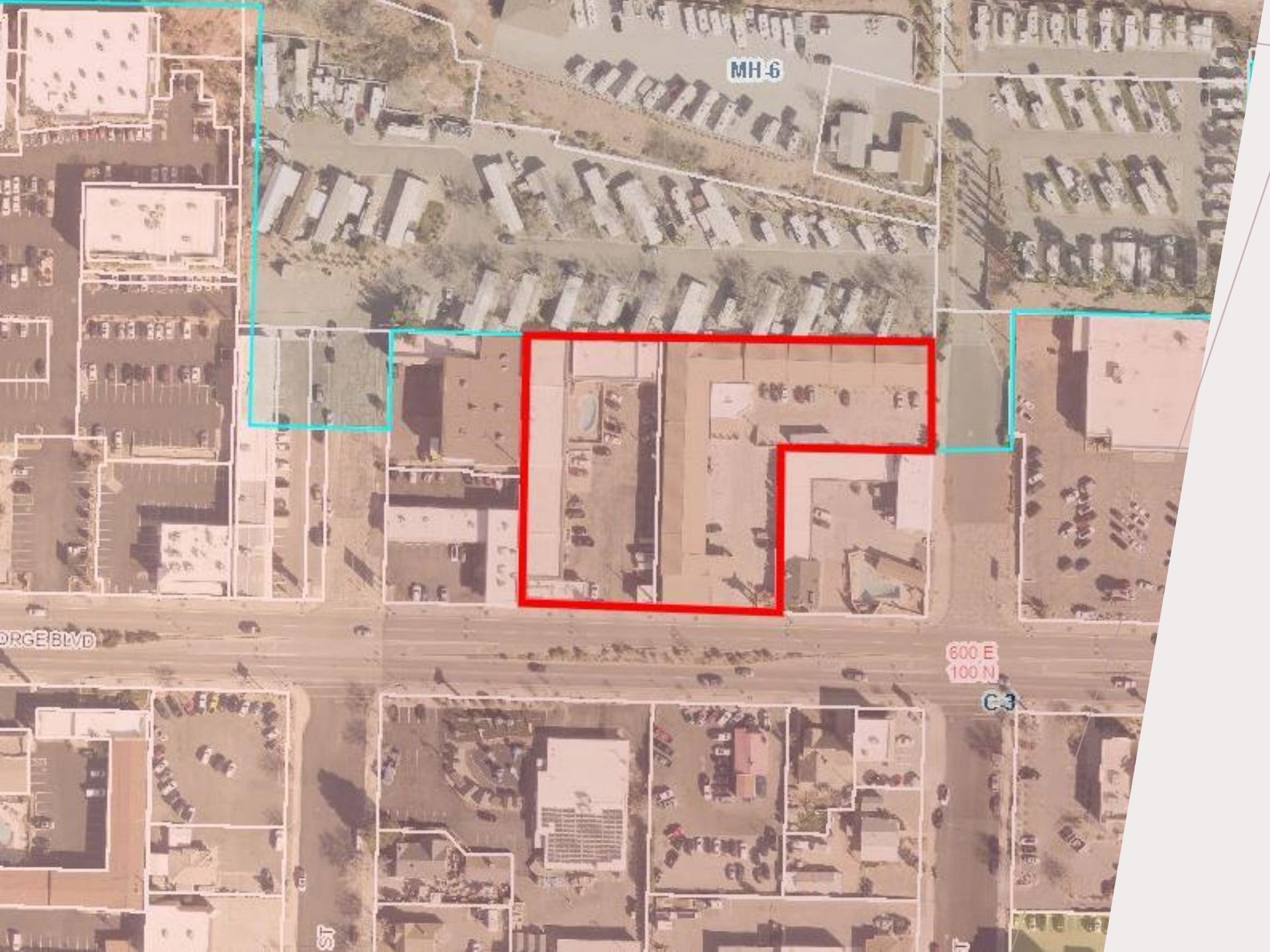
ST. GEORGE DOWNTOWN HYATT 2025-ZC-018



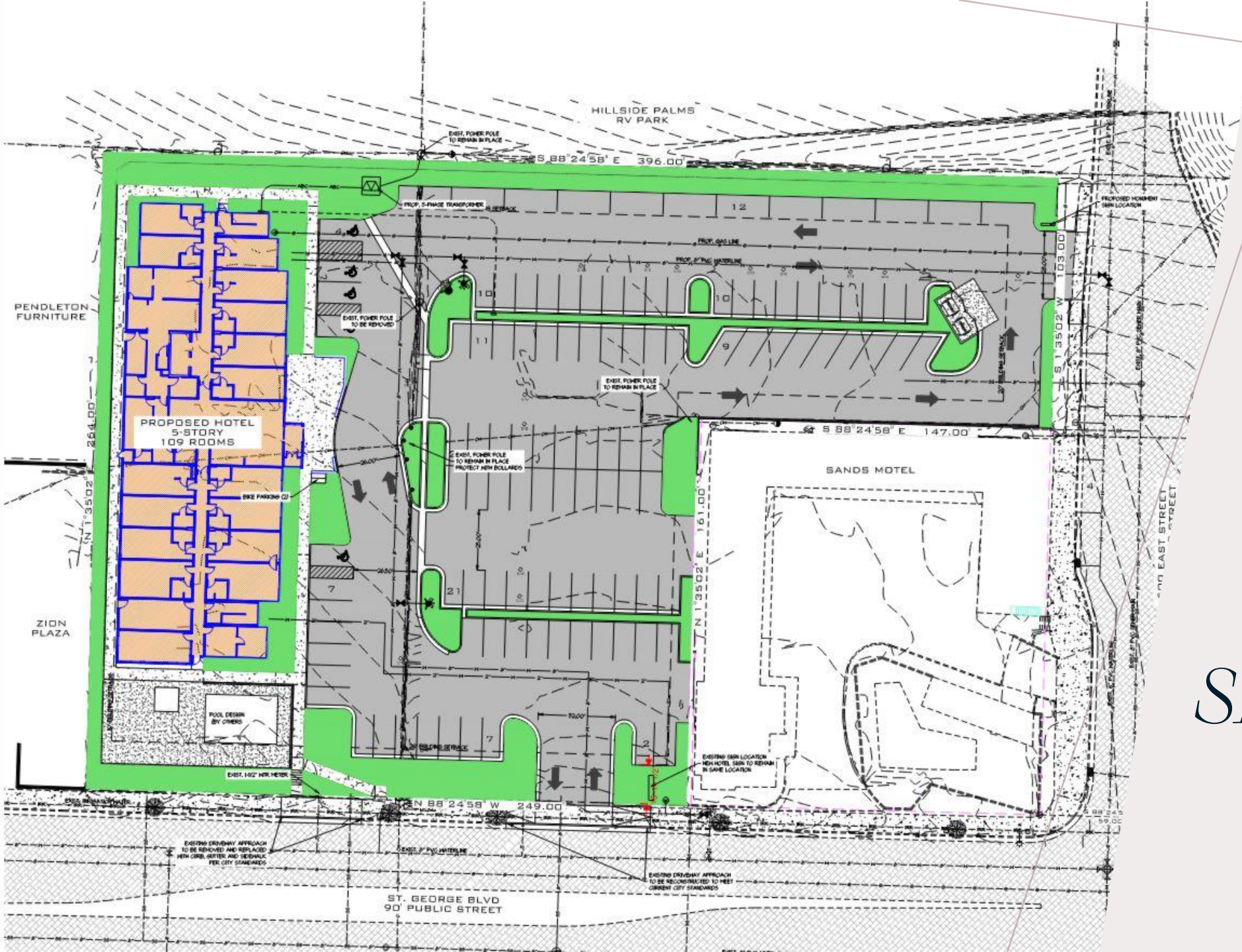
LOCATION



LAND USE



ZONING

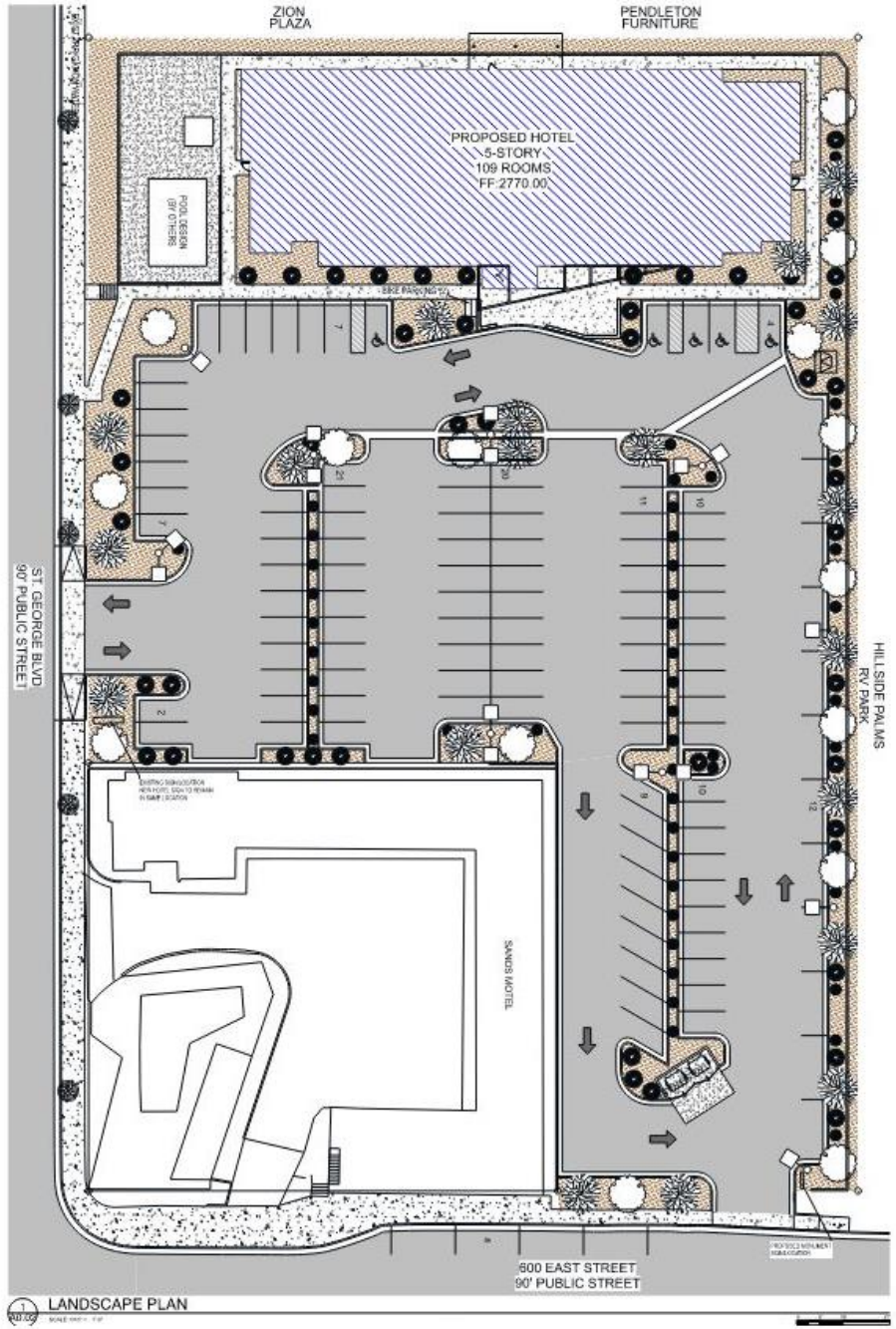

HILLSIDE PALMS
RV PARK
S 88°24'58" E 396.00'
PENDLETON
FURNITURE
PROPOSED HOTEL
5-STORY
109 ROOMS
N 1°35'02" E 264.00'
S 1°35'02" W 103.00'
S 88°24'58" E 147.00'
SANDS MOTEL
N 1°35'02" E 161.00'
ZION
PLAZA
N 88°24'58" W 249.00'
ST. GEORGE BLVD
90' PUBLIC STREET
EAST STREET

SITE PLAN

CONCEPTUAL LANDSCAPE PLAN

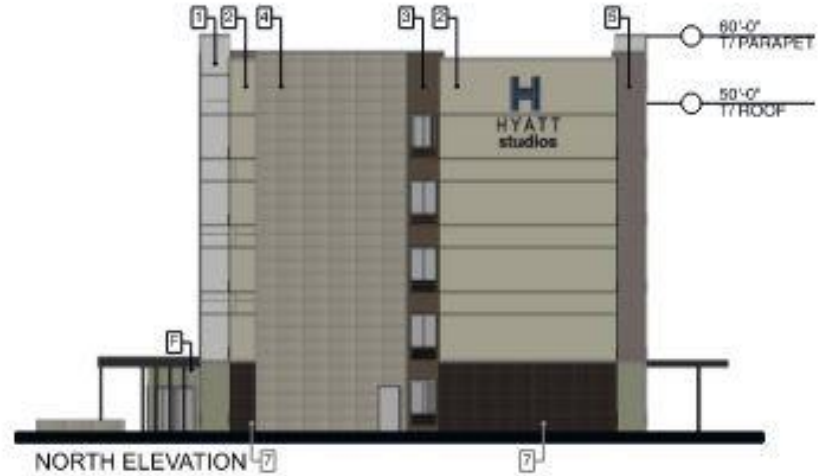
LANDSCAPE CALCULATIONS	
TOTAL SITE AREA:	1.75 ACRES
SITE LANDSCAPE AREA:	18,721 (24.6%)
TREE COVERAGE:	(1/4,000 SQ. FT)
REQUIRED:	5
PROVIDED:	34
TREE - CHINESE PISTACHE:	
TREE - ARIZONA ASH:	
SHRUB 1 - BOX-LEAF EUONYMUS:	
SHRUB 2 - TEXAS PRIVET:	

MATERIALS LEGEND	
LANDSCAPE ROCK COLOR TBD BY OWNER	
ASPHALT	
CONCRETE	





EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



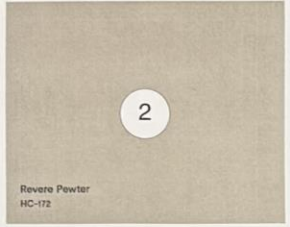
SOUTH ELEVATION

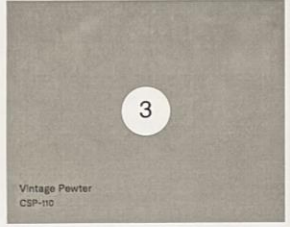
DOWNTOWN ST. GEORGE
HYATT



















KEYNOTE LEGEND - EXTERIOR ELEVATIONS			
TAG #	MATERIAL	MANUFACTURER	SIZE / COLOR
1	EIFS	STO CORP	TO MATCH BENJAMIN MOORE 1471 SHORELINE COSTA
2	EIFS	STO CORP	TO MATCH BENJAMIN MOORE HC-172 REVERE PEWTER
3	EIFS	STO CORP	COLOR TO MATCH #4 & #5
4	FIBER CEMENT 5/16" SMOOTH 'PANEL-IN-CHANNEL'	JAMES HARDIE PANEL & CHANNEL	18'H x 72'W, COLOR PLUS TECHNOLOGY, AGED PEWTER, WITH PREFINISHED RECESSED METAL TRIM
5	5¼" FIBER CEMENT LAP SIDING - SMOOTH	JAMES HARDIE	4"H EXPOSURE, COLOR PLUS TECHNOLOGY, AGED PEWTER
6	7¼" FIBER CEMENT LAP SIDING - CEDAR MILL	JAMES HARDIE	6"H EXPOSURE, CEDARMILL LAP SIDING w/ PREFINISHED RECESSED METAL CORNER TRIM COLOR PLUS FINISH, STATEMENT COLLECTION, RICH ESPRESSO ALTERNATE OPTIONS: • DREAM COLLECTION, WOODPILE, • STATEMENT COLLECTION, KHAKI BROWN
7	THIN BRICK - MODULAR SIZE	GLEN-GERY	BLACK HILLS VELOUR WITH DARK MORTAR
8	DOWNSPOUT	BY G.C.	
9	PTAC LOUVER	BY G.C.	PREFINISHED TO MATCH WINDOW FRAME
10	ROOF SCUPPER	BY G.C.	
11	WALL SCONCE	WF1 FIXTURE - REFER TO LIGHT FIXTURE SCHEDULE	
12	METAL WINDOW FRAME	BY G.C.	

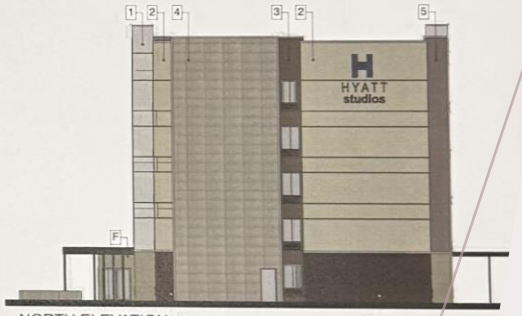
MANUFACTURERS LISTED AS BASIS OF DESIGN FOR PROTOTYPE. SUBMIT EXTERIOR FINISHES FOR BRAND APPROVAL.

GENERAL NOTES

1. GUTTERS, DOWNSPOUTS, DOOR HOODS, HOLLOW METAL STEEL DOORS, FRAMES, EXPOSED METAL FLASHING, AND EXPOSED MISCELLANEOUS STEEL SHALL MATCH ADJACENT BUILDING COLOR UNO.
2. GC TO COORDINATE SIGNAGE WITH SELECTED SIGN VENDOR. PROVIDE POWER, BLOCKING, ETC. AS REQUIRED.
3. ANY NON PROTOTYPICAL MATERIAL SUBSTITUTION NEEDS TO BE SENT TO HYATT FOR REVIEW.
4. REFER TO HYATT TECHNICAL STANDARDS FOR BUILDING EXTERIOR FINISHES AND CANOPY REQUIREMENTS.



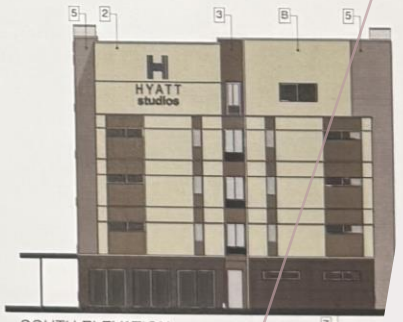
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

MATERIALS BOARD

THE PLANNING COMMISSION HELD A PUBLIC HEARING ON OCTOBER 28, 2025, NO PUBLIC COMMENTS WERE MADE. THEY FORWARDED A POSITIVE RECOMMENDATION INCLUDING THAT THE HEIGHT IS INCREASED TO ALLOW THE ADDITIONAL HEIGHT AS REQUESTED BY THE APPLICANT AND AS SHOWN IN THE STAFF REPORT, WITH THE FOLLOWING CONDITIONS:

1. THE APPLICANT MUST COMBINE THE LOTS BEFORE THE SITE CAN BE APPROVED.

2. A 15-FOOT LANDSCAPE STRIP MUST BE PROVIDED ALONG THE RIGHT OF WAY ON 600 EAST.

3. THE USE LIST BE CHANGED TO ONLY INCLUDE BAR ESTABLISHMENT, RESTAURANT, HOTEL/MOTEL.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 1.86 ACRES LOCATED AT 559 EAST ST GEORGE BOULEVARD FOR THE PURPOSE OF A FIVE-STORY HOTEL TO BE KNOWN AS THE ST GEORGE DOWNTOWN HYATT WITH CONDITIONS. CASE NO. 2025-ZC-018

(ST GEORGE DOWNTOWN HYATT)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.86 acres located on at 559 East St George Boulevard for the purpose a five-story hotel to be known as the St George Downtown Hyatt; and

WHEREAS, the City Council held a public meeting on this request on December 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on October 28, 2025; and recommended approval with a 6-0 vote including that the height is increased to allow the additional height as requested by the applicant and as shown in the staff report with the following conditions: 1. The applicant must combine the lots before the site can be approved. 2. A 15-foot landscape strip must be provided along the right of way along 600 East. 3. The use list be changed to only include Bar Establishment, Restaurant, Hotel/Motel:

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from C-4 (Central Business District Commercial) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this ordinance, this ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY:

Michele Randall, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A” – Legal Description

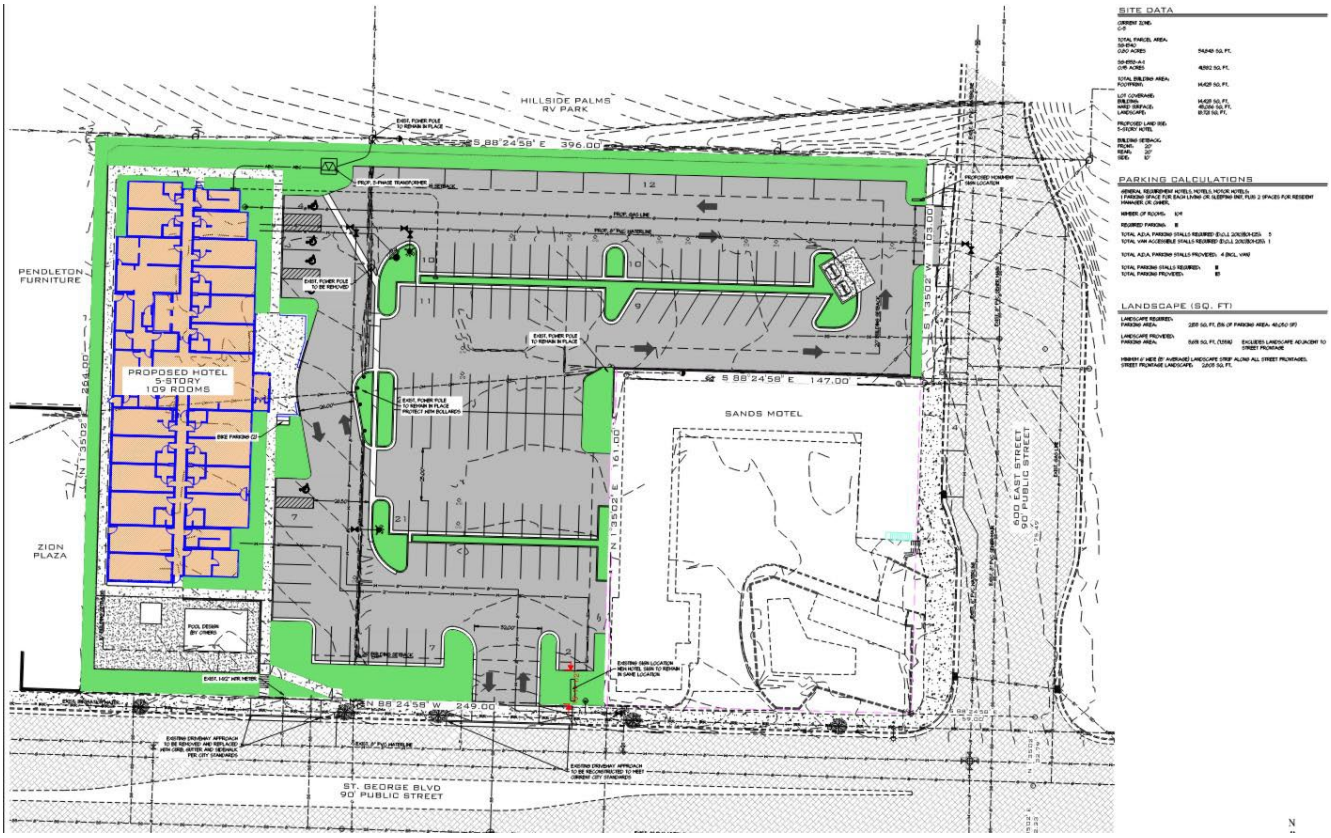
St George Downtown Hyatt

Beginning at the Northeast corner of Lot 8, Block 78, Plat "B", St. George City Survey, according to the official plat thereof, recorded in the office of Washington County, said point being North 89°13'38" West 683.74 feet along the section line and North 89.35 feet from the Southeast Corner of Section 19, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;
thence South 01°35'02" West 103.00 feet along the easterly line of said Block 78;
thence North 88°24'58" West 147.00 feet;
thence South 01°35'02" West 161.00 feet to the southerly line of said Block 78;
thence North 88°24'58" West 249.00 feet along the southerly line of said Block 78;
thence North 01°35'02" East 264.00 feet to the northerly line of Lot 3, said Lot 78;
thence South 88°24'58" East 396.00 feet along said northerly line of said Lot 3 & 8 to the Point of Beginning.
Containing 80,877 square feet or 1.86 acres.

Exhibit “B” – Parcel Exhibit



Exhibit “C” - Site Plan



Agenda Date: 12/04/2025 **Agenda Item Number:** 13

Subject:

Consider approval of Ordinance No. 2025-105 amending the City Zoning Map by changing the zone from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 3.76 acres located at the northwest and northeast corners of St. George Boulevard and 100 West Street (Case No. 2025-ZC-019 - First West)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: DSG Engineering, Mike Terry

Reference Number: 2025-ZC-019

Address/Location:

Northwest and northeast corners of St George Boulevard and 100 West Street

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

The underlying general plan is Downtown Lively with the adjacent zoning of C-4 (Central Business District), PD-C (Planned Development Commercial), and A-P (Administrative Professional). At their meeting held on October 28, 2025, the Planning Commission held a public hearing, and recommended approval with the increased heights requested by the applicant with a vote of 6-0. There was one public comment regarding overflow parking on the public streets from Ancestor Square.

Staff Narrative (need/purpose):

The applicant is requesting a zone change from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) for approximately 3.76 acres located at the northwest and northeast corners of St. George Boulevard and 100 West Street. The proposed development is intended to revitalize this prominent intersection by introducing a mix of new commercial and residential opportunities. The project will feature active commercial frontages designed to create engaging public spaces, along with residential units offering convenient access to restaurants, transit, and the downtown core.The proposal aligns with the goals of the Downtown Area Plan, particularly the Lively Area designation, which emphasizes pedestrian engagement through street-level commercial uses and the activation of underutilized sections of St. George Boulevard. The intent of the request is to redevelop the property with a combination of commercial spaces, a condotel, and condominium flats. The project is proposed to be developed in three phases and will include flexible gathering areas such as a central courtyard, raised plaza, and widened sidewalks to enhance the public realm.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a positive recommendation to change the zoning from C-4 to PD-MU, based on the conditions and findings in the staff report, according to the height restriction increase so that it is allowed for the additional request and is harmonious with the area.

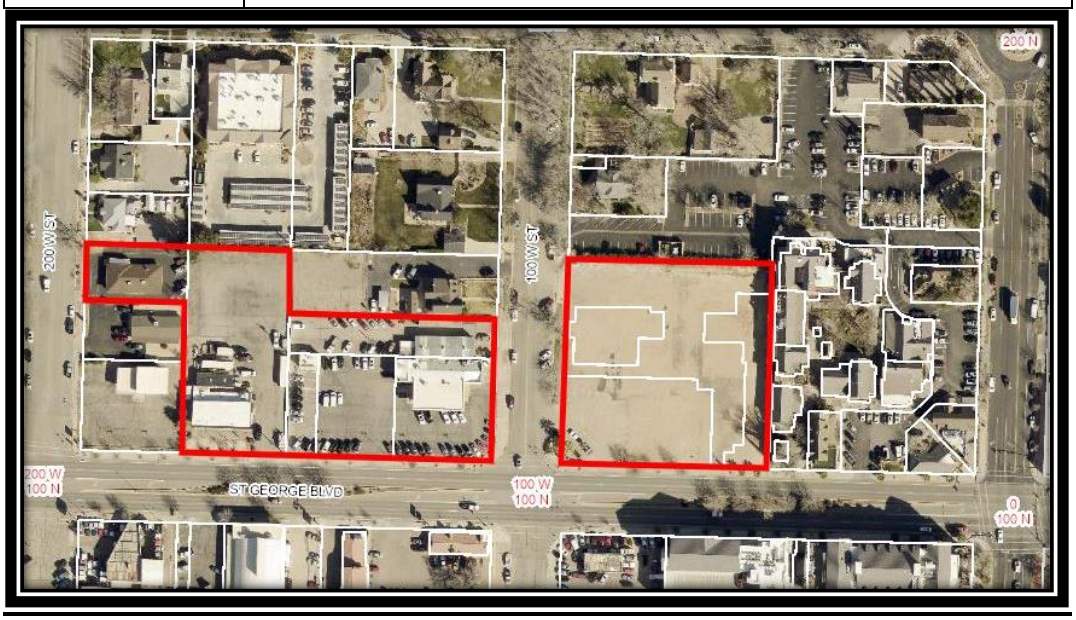
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/28/2025
CITY COUNCIL AGEDA REPORT: 12/04/2025

First West Zone Change (Case No. 2025-ZC-019)		
Request:	Consider an ordinance to amend the City zoning map by amending the zone from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 3.76 acres to allow for a new mixed-use project.	
Applicant:	DSG Engineering	
Representative:	Mike Terry	
Location:	Northwest and northeast corner of St. George Blvd and 100 West Street	
General Plan:	DTLV (Downtown Lively)	
Existing Zoning:	C-4 (Central Business District)	
Surrounding Zoning:	North	C-4 (Central Business District), PD-C (Planned Development Commercial), A-P (Administrative Professional)
	South	C-4 (Central Business District)
	East	C-4 (Central Business District)
	West	C-4 (Central Business District)
Land Area:	Approximately 3.76 acres	



BACKGROUND:
The Planning Commission held a public hearing on October 28, 2025. There was one public comment regarding overflow parking on the public streets from Ancestor Square. They forwarded a positive recommendation with the increased heights requested by the applicant with a 6-0 unanimous vote.

The applicant is requesting a zone change from Central Business District (C-4) to Planned Development Mixed Use (PD-MU) for approximately 3.76 acres located at the northwest and northeast corners of St. George Boulevard and 100 West Street. The proposed development is intended to revitalize this prominent intersection by introducing a mix of new commercial and residential opportunities. The project will feature active commercial frontages designed to create engaging public spaces, along with residential units offering convenient access to restaurants, transit, and the downtown core.

The proposal aligns with the goals of the **Downtown Area Plan**, particularly the *Lively Area* designation, which emphasizes pedestrian engagement through street-level commercial uses and the activation of underutilized sections of St. George Boulevard. The intent of the request is to redevelop the property with a combination of commercial spaces, a condotel, and condominium flats. The project is proposed to be developed in three phases and will include flexible gathering areas such as a central courtyard, raised plaza, and widened sidewalks to enhance the public realm.

Phase 1 will include construction of an 81-unit condotel featuring a rooftop terrace and pool areas, along with ground-floor commercial storefronts designed for retail and restaurant uses. This phase also includes a Food Hall and Market—an indoor/outdoor dining concept with small-scale vendor stalls housed within a two-story structure. Additional components include an office building, parking structure, courtyard, and a 100-foot-tall observation feature at the northwest corner of 100 West and St. George Boulevard, known as the St. George Tower.

Phase 2 will consist of 52 condominium flats in a five-story building with parking and a business center on the first level.

Phase 3 will finish out with a 148-room hotel including convention space and an adjoining restaurant.

MIXED USE REQUIREMENTS:

I. Allowed Uses (10-8D-1): The applicant has requested to allow the following uses:

1. Alcohol Establishments, including off-premises beer retailer or microbrewery or microwinery (with restaurant or bar establishment)
2. Indoor or Outdoor Amusement Center (without water)
3. Financial, Medical, and Professional Services
4. Food Service Establishments (restaurants, catering)
5. Lodging (hotel, condotel, time share)
6. Office

7. Retail Shops

II. **General Requirements** (10-8D-2): See the Zoning Requirements box below:

Zoning Requirements		
Regulation	**Proposal**	**Staff Comments**
Description of Use	Mixed-use project completed in three phases.	The uses fit the requested zoning district
Height and Elevations	Condotel – 80' Food Hall – 56' Office Building – 54' Parking Structure – 72' Observation Tower – 100 ' Condo Building – 66' Hotel – 70'	This district allows buildings up to 55' tall. The city council, after recommendation from the planning commission, may approve increased building height upon making a finding
Density	35 DUA	This meets regulations.
Schools, Churches, Open Space	There are no proposed schools, churches, or open space with this project.	No comments.
Phasing Plan	3 Phases	The project will move forward with three phases.
Landscape Plan	The site plan states that 34% of the project area is dedicated to landscape.	The project is required to have 20% of the area landscaped. This meets requirements.
Utilities	None shown.	These will be reviewed during the site plan review process.
Solid Waste Screening	Proposed locations are shown on the site plan.	Staff will ensure that the locations and screening are appropriate during the site plan review process.
Lighting	Light types and details have been provided.	Lighting is required to be 1.0-foot candle or less at the property line. Staff will ensure it meets the regulations during the site plan process.
Signs	None provided	The applicants will be required to pull a sign permit when they are ready to put in their signs. All signs must meet the provisions of the sign code.
Parking	The site plan shows the following:	The parking is calculated according to the City code 10-19-6 PD-MU Parking:

	West portion: Total provided onsite – 211 spaces **East portion:** Onsite – 149 spaces 100 West – 21spaces Total provided – 170 spaces	Residential – 0.5 space per bedroom; 1 space per 5 units guest parking Commercial – 1space per 500 sq. ft. **West portion:** Condotel – 65 spaces required Condominium – 46 spaces required Commercial – 57 spaces required **Total Required –168 spaces** **East portion:** Hotel parking was calculated according to the City code 10-19-5 Nonresidential Area Requirements 1 space per each unit plus 2 spaces for management. Hotel – 150 spaces required Restaurant – 9 spaces required **Total Required – 159 spaces** Overall project requires 327 spaces The site plan shows 381 spaces provided this exceeds the code requirements.
EVCS And Bike Parking	Both bike and EVCS parking are accounted for in site plan data.	The site plan exceeds the requirements. Verification will be made during site plan review.

III. **Mixed Use Standards** (10-8D-8: The applicant will be required to meet the following standards (The wording in the yellow boxes are the responses from the applicant):

A. Minimum Zone Requirements: Each Planned Development Commercial/ residential mixed use application shall include a minimum of one-half (1/2) acre.

This project covers 3.76 acres.

B. Height Regulations: No structure shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty-five feet (55'). The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:

The following First West buildings have a proposed height greater than 55' and therefore require specific approval by the city council: condotel (80'); food hall (56'); parking structure (72'); observation tower (100'); condo flats (66'); and hotel (70').

1. *Proposed setbacks provide an appropriate buffer to neighboring properties;*

The First West project is located within the City's Downtown Lively district, where minimal or zero setbacks are indicated in order to promote street-level activation and engagement. The site is surrounded by public streets and commercial uses. The tallest proposed buildings have been set back substantially from the Boulevard to avoid a "city canyon" effect. Where feasible, setbacks greater than the minimum requirement are provided (particularly along the shared boundaries with Ancestor Square and the historic structure at 139 N 100 W).

2. *Increased landscaping enhances the project and reduces any negative impacts;*

Allowing taller buildings creates opportunities for more expansive and inviting landscaped public spaces. Fully 34% of the total project area—roughly 1.25 acres—is dedicated to outdoor areas programmed for dining, socializing, and other leisure activities, enhancing both the project's appeal and its contribution to the public realm.

3. *Site layout and design enhance the project and reduce any negative impacts;*

The site is thoughtfully organized to balance taller buildings with open space, integrate a healthy mixture of complementary uses, provide for pleasant and functional pedestrian circulation, and ensure a cohesive relationship between the project and its context.

4. *The massing and building scale is appropriate for the location;*

The project's massing strategy avoids combining all uses into very large, monolithic structures and instead transitions effectively between higher and lower elements across multiple buildings. This helps to maintain compatibility with neighboring properties while reinforcing the district's urban character. It is also worth noting that 56' is to the top of the food hall's clock tower and 72' is to the top of the swimming pool terrace atop the parking structure; the main rooflines of those structures are 39' and 54', respectively. Although it is tall, the observation tower has a relatively small footprint and presents as a visually permeable feature rather than a typical building.

5. *The proposed height increase is appropriate area; and*

The added height is concentrated in locations that minimize to the extent feasible visual and shading impacts while supporting downtown growth objectives and architectural variety.

6. *The increase in height is consistent with any applicable master plan. Surrounding properties with similar or taller buildings:*

The proposal aligns with the City's master plan goals for increased urban density and mixed-use development in the downtown core. The surrounding area already includes buildings of comparable height, ensuring the project is contextually appropriate.
Heights of surrounding buildings: County Bldg 77'8", Advenire/City View Apartments 62', Joule Plaza 74', IMC 58'9"', Main St. Plaza 71', State Bank 64', Tabernacle 115', Court House 75'6"-94'8", Vintage 54-64' Tabernacle Towers 57', Utah Tech Classroom Building 66'6" – 79'

C. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements: The minimum lot area, maximum lot coverage, yard and common open space/ landscaping requirements are as follows:*

Lot Area Minimum/ Maximum Density	*Maximum lot area coverage*	*Minimum Area Common Open Space/ Landscaped Area*	*Minimum Yard Setbacks*		
			Front and Street Side	*Side*	*Rear*
Required					
½ acre/ 40 DUA	*70%*	*20%*	*Adjacent to single-family zone: 30'* *Otherwise: 0 – 10' max*	*Adjacent to single-family zone 30'* *Otherwise: 0 – 10'* *0' internal setback between PD-C zoned buildings*	*Adjacent to single-family zone 30'* *Otherwise:* *0' commercial* *0' manufacturing*
Proposal					
3.76 acres/ 35 DUA	50%	34%	Varying setbacks (the setbacks meet code)	Varying setbacks (the setbacks meet code)	Varying Setbacks (the setbacks meet code)

D. *Mixed commercial and residential use is permitted in the PD-MU zone only as set forth herein:*

1. *All development projects seeking a PD-MU zone shall be new construction and shall submit a detailed site plan pursuant to section 10-8D-2 showing the entire development project and showing the added specificity requirements of this section. In granting such approval, the land use authority may impose and enforce such specific conditions as to the site plan, orientation of the buildings to the public street, phasing, building construction, and maintenance as it deems necessary to protect the health, safety and welfare of the residents of the city. All development projects shall comply with the site plan as approved and adopted by the land use authority.*

This project will be new construction, and a site plan will be submitted.

2. *The entire ground floor of any building in the project shall only have commercial uses, except as provided in this section.*

   See #4

3. *Residential use shall be located above the ground floor commercial use. Allowed residential density shall be determined by the detailed site plan and subject to all approvals in subsection D6 of this section.*

   All residential uses are located above the ground floor. The density of the project is 35 DUA, the maximum for the PD-MU zone is 40 DUA.

4. *The requirement that the ground floor be limited to only commercial use may be altered to allow residential use or a parking structure, if all of the following conditions are met:*

   a. *The view of the ground floor is obstructed from the public street by the building's location in the interior of the project, or its obstruction from street view by other buildings in the project;*

      The phase two condominium flats are located to the rear of the project; the ground floor of the building will be obscured from St. George Blvd near 200 West Street by other properties that are not part of this project. Further east the office building that is in the first phase of this project sits parallel to St. George Blvd with the parking structure directly behind it, further obstructing the ground floor of the condominium flats. A portion of the ground floor fronts 200 West Street. A business center will be located on that frontage.

   b. *A minimum of fifty percent (50%) of the ground floor area within the project shall be for commercial uses; and*

      More than 50% of the project is dedicated to commercial use. All of phase one is commercial. Phase two is described above. Phase three is entirely commercial.

   c. *For buildings that are perpendicular to the street so that the majority of the building is not adjacent to the street, the end of the building adjacent to the street must have commercial uses on the ground floor, but may have residential use or a parking structure on the remainder of the ground floor that is not oriented toward the public street, if the project complies with the other conditions provided in this section.*

      The side of the residential building in phase two is adjacent to 200 West Street but is set behind phase one, the office and the parking garage. It also sits behind properties that are not included in this project. The end of the building that abuts 200 West Street, houses the business center.

5. *If the project is built in phases, each phase shall be all commercial or may include a mix of commercial and residential use. No phase shall be solely*

residential, unless fifty percent (50%) of the required commercial area has been built in previous phases.

This project will be built in three phases. None of the phases are solely residential.

6. *All projects must meet the design standards set forth below:*

   a. *Minimum height of ground level commercial use shall be twelve feet (12') floor to ceiling;* Need to verify

   All the ground level commercial has been designed with a minimum of 12' floor to ceiling height.

   b. *The front building façade and main entrance to all buildings shall be oriented toward and parallel to the public street. The setbacks for buildings adjacent to a public street shall be a minimum of zero feet (0') to a maximum of twenty feet (20') from the property line except:*

      1) *The setbacks may be increased as necessary to allow room for outdoor seating areas, landscaping, or other similar pedestrian and customer amenities,*

      None of the buildings in this project exceed the maximum setbacks.

      2) *Interior buildings may be allowed without frontage on a public street if it is not possible to fit a building parallel to the street, all other requirements have been met, and the depth and size of the property and best use of the property would prevent all buildings from having frontage on a public street;*

      The project fronts St. George Boulevard. To use the property efficiently the residential building is perpendicular to 200 West Street with a business center in the portion of the building that abuts 200 West. The condotel is also located behind the Food Hall to make the best use of the size and shape of the property.

   c. *All buildings adjacent to a public street shall have primary frontage oriented toward the public street, and shall have a design typical of a commercial building front with integrated style features compatible with other street-facing buildings in the project, including a significant entryway;*

   This building fronts St. George Boulevard and has several ground floor commercial entrances.

   d. *Building façades shall have architectural variations such as:*

      1) *Contrasting building materials and textures,*

      This building has contrasting building materials and textures as seen on the materials board.

2) *Variations in rooflines, colors, reveals and belt courses,*

There are variations in the rooflines with contrasting colors.

3) *Recessed windows and doors, strongly expressed window mullions, and awnings,*

The windows and doors will be recessed with architectural framing around the entrances.

4) *Varying building setbacks from property lines, alcoves, outdoor sitting areas, and small public plazas,*

These buildings have varied setbacks from property lines, there are public plazas and gathering areas throughout the project.

5) *Corner towers, cupolas, corner clock towers, corner spires, balconies and colonnades;*

There are many architectural features. There is a 100 ft. observation tower on the corner of 100 West Street and St. George Blvd. The buildings also show many architectural features, please see the agenda packet.

e. *Buildings located on corners shall have the front façade wrap around the corner to the full depth of the building;*

The ground-floor commercial façades wrap around the corner.

f. *Awnings will be allowed; provided, that the building is designed to allow awnings, and/or awnings are part of the initial design. Awnings shall have a minimum eight-foot (8') head clearance and shall not project away from the building more than one-half (½) the distance from the building to the street, or no more than six feet (6'), whichever distance is less. Awnings shall be constructed of metal and/or high quality fire-resistant architectural fabrics. Vinyl awnings are prohibited;*

The buildings have awnings on the commercial store fronts they are noted to be fabric awnings on the architectural drawings.

g. *Parking lots shall be located in the interior of a project and not adjacent to a public street, except that access driveways with parking spaces on one (1) or both sides, with a maximum width of seventy feet (70'), are permitted. For buildings fronting a public street, all parking shall be located to the rear or side of buildings, or may be located below-grade (underneath building). Buildings located in the interior of the project may have the parking area on any side of the building, as per the approved site plan. Underground parking is permitted only if such parking is accessible from the side or rear of the development and not from the primary street. All projects must comply with the parking requirements for commercial and residential uses specified in chapter 19 of this title;*

The parking areas are located on the interior portions of this project. The access to the interior lot is 70 feet off of 100 West Street.

h. *Parking structures are permitted only if the parking structures do not front the public street and are not taller than the proposed buildings;*

The parking structure does not front a public street.

i. *Minimum Ground Floor Glass: The ground floor of the building elevation fronting the street on all mixed-use buildings shall contain not less than forty percent (40%) nonreflective glass surface (i.e., windows);*

The ground floor buildings are calculated at 56% nonreflective glass surface.

j. *Landscaped Open Space: Mixed-use developments shall provide a minimum of twenty percent (20%) of the total site area in landscaping, which may include recreation facilities such as playgrounds, outdoor pools, tennis courts, and basketball courts. No more than one-half (½) of the total required landscape area may consist of recreation facilities. Other than the minimum landscape area requirements, which are set above, the landscape standards in chapter 23 of this title shall apply;*

The site provides 34% landscape.

k. *Solid Waste Storage Facilities: All solid waste storage facilities shall be located at the rear of the main building or else behind a sight-obscuring fence or wall that will prevent the facility from being seen from a public street. Chain link fencing with sight-obscuring slats is not permitted;*

This will be verified during the site plan review, locations are shown on the site plan.

l. *Protection of Residential Property: A minimum six-foot (6') high solid masonry wall and a minimum ten-foot (10') wide planting strip along the adjoining property line is required for development that adjoins any lot or parcel of ground in any residential zone. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)*

This item is not applicable as there is no residential property abutting this property.

RECOMMENDATION:

The Planning Commission forwarded a positive recommendation to change the zoning from C-4 to PD-MU, based on the conditions and findings in the staff report, according to the height restriction increase so that it is allowed for the additional request and is harmonious with the area.

ALTERNATIVES:

1. Recommend approval as presented
2. Recommend approval with conditions
3. Recommend denial.
4. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

"I move that we approve ordinance No. 2025-XXX to change the zone from C-4 to PD-MU on approximately 3.76 for the First West, case No. 2025-ZC-019, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed project meets the requirements of the planned development mixed use zone as found in the zoning regulations.
2. This project aligns with the visions found in the General Plan and Downtown Area Plan.
3. There will be adequate parking on site to facilitate the development.
4. The increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts by considering the proposed setbacks provide an appropriate buffer to neighboring properties.

Exhibit A
Applicant's Narrative

FIRST WEST

ZONE CHANGE REQUEST
PLANNED DEVELOPMENT – MIXED USE (PD-MU)

Applicant:
St George Blvd Partners LLC
Attn. Stacy Young
1472 E 3950 South
St. George, UT 84790
C. (435) 313-3914

Written Text: October 2025

Property Characteristics

The subject property is located in the heart of downtown with a block of frontage on the north side of Saint George Boulevard between Ancestor Square and HB Beverage Co. The property also fronts 200 West and both sides of 100 West. The property currently consists of vacant lots and depreciated commercial structures.

West Corner:	2.15 acres (SG-1760)
East Corner:	1.62 acres (SG-460-CB)
Total Area:	3.77 acres
General Plan:	Downtown Lively District
Current Zoning:	Commercial (C-4)
Proposed Zoning:	Planned Development - Mixed Use (PD-MU)

Description & Land Uses

FIRST WEST will be a lively mixed-use node that dramatically upcycles the property from its existing condition and contributes to the cultural and economic vitality of downtown.

FIRST WEST will consist of nine distinct, complementary elements:

1. AC Hotel St. George (Marriott) with convention space, a rooftop pool, and public-facing restaurants
2. Condotel with spacious penthouses and separate rooftop terrace and pool areas
3. Condominiums: 52 flats designed for full-time owner occupancy
4. Class A office space
5. Food Hall/Market: 6+ small-scale vendor stalls co-located in a single spacious building with two levels of indoor/outdoor dining along the north/courtyard side of the building
6. Active ground floor storefronts on the Blvd and both sides of 100 W
7. Flexible outdoor gathering spaces:
    a. Courtyard on west corner adjacent to food hall and condotel
    b. Raised plaza with amphitheater on east corner adjacent to hotel
    c. Traffic-calming 100 West street treatments (curb extensions, diagonal on-street parking, expanded sidewalks, monument signage)
8. 100’ tall observation tower on the northwest corner of 100 W & St George Blvd
9. Structured on-site parking
    a. Above grade structure on west corner
    b. Below grade deck on east corner (hotel pedestal orientation)

Permitted FIRST WEST uses shall include multifamily residential (density = 13.8 DU/A), and all uses enumerated in the PD-MU table, including the following uses from the table of permitted Commercial uses:

1. Alcohol Establishments, including off-premises beer retailer or microbrewery or microwinery (with restaurant or bar establishment)
2. Indoor or Outdoor Amusement Center (without water)
3. Financial, Medical, and Professional Services
4. Food Service Establishments (restaurants, catering)
5. Lodging (hotel, condotel, time share)
6. Office
7. Retail Shops

Phasing

101. Condotel
102. Storefront Restaurant/Retail*
103. Food Hall
104. Office Building
105. Parking Structure
106. St. George Tower
201. Condominium Flats
301. Hotel (w/ Parking Deck)
302. Hotel Restaurant*

* 102 and 302 are not distinct buildings but “step down” volumes of the Condotel and Hotel buildings, respectively. They are distinguished here to more clearly identify the project’s 100 West storefront element for phasing purposes.

Building Heights

The following First West buildings have a proposed height greater than 55’ and therefore require specific approval by the city council: condotel (80’); food hall (56’); parking structure (72’); observation tower (100’); condo flats (66’); and hotel (70’). Below is the City’s regulatory text, including the factors that may support the approval of taller building heights. Our response (in italics) follows each prompt.

PD-MU Height Regulations: No structure shall be erected to a height less than ten feet (10’) and no structure shall be greater than fifty-five feet (55’). The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as

part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;

   The First West project is located within the City's Downtown Lively district, where minimal or zero setbacks are indicated in order to promote street-level activation and engagement. The site is surrounded by public streets and commercial uses. The tallest proposed buildings have been set back substantially from the Boulevard to avoid a "city canyon" effect. Where feasible, setbacks greater than the minimum requirement are provided (particularly along the shared boundaries with Ancestor Square and the historic structure at 139 N 100 W).

2. Increased landscaping enhances the project and reduces any negative impacts;

   Allowing taller buildings creates opportunities for more expansive and inviting landscaped public spaces. Fully 34% of the total project area—roughly 1.25 acres—is dedicated to outdoor areas programmed for dining, socializing, and other leisure activities, enhancing both the project's appeal and its contribution to the public realm.

3. Site layout and design enhance the project and reduce any negative impacts;

   The site is thoughtfully organized to balance taller buildings with open space, integrate a healthy mixture of complementary uses, provide for pleasant and functional pedestrian circulation, and ensure a cohesive relationship between the project and its context.

4. The massing and building scale is appropriate for the location;

   The project's massing strategy avoids combining all uses into very large, monolithic structures and instead transitions effectively between higher and lower elements across multiple buildings. This helps to maintain compatibility with neighboring properties while reinforcing the district's urban character. It is also worth noting that 56' is to the top of the food hall's clock tower and 72' is to the top of the swimming pool terrace atop the parking structure; the main rooflines of those structures are 39' and 54', respectively. Although it is tall, the observation tower has a relatively small footprint and presents as a visually permeable feature rather than a typical building.

5. The proposed height increase is appropriate area; and

The added height is concentrated in locations that minimize to the extent feasible visual and shading impacts while supporting downtown growth objectives and architectural variety.

6. The increase in height is consistent with any applicable master plan. Surrounding properties with similar or taller buildings:

The proposal aligns with the City's master plan goals for increased urban density and mixed-use development in the downtown core. The surrounding area already includes buildings of comparable height, ensuring the project is contextually appropriate. (Heights of surrounding buildings: County Bldg 77'8", Advenire/City View Apartments 62', Joule 74', IMC 58'9"', Main St. Plaza 71', State Bank 64', Tabernacle 115', Court House 75'6"-94'8", Vintage 54-64' Tabernacle Towers 57'.)

Other Program Details

See the included tables and exhibits for additional details, including:

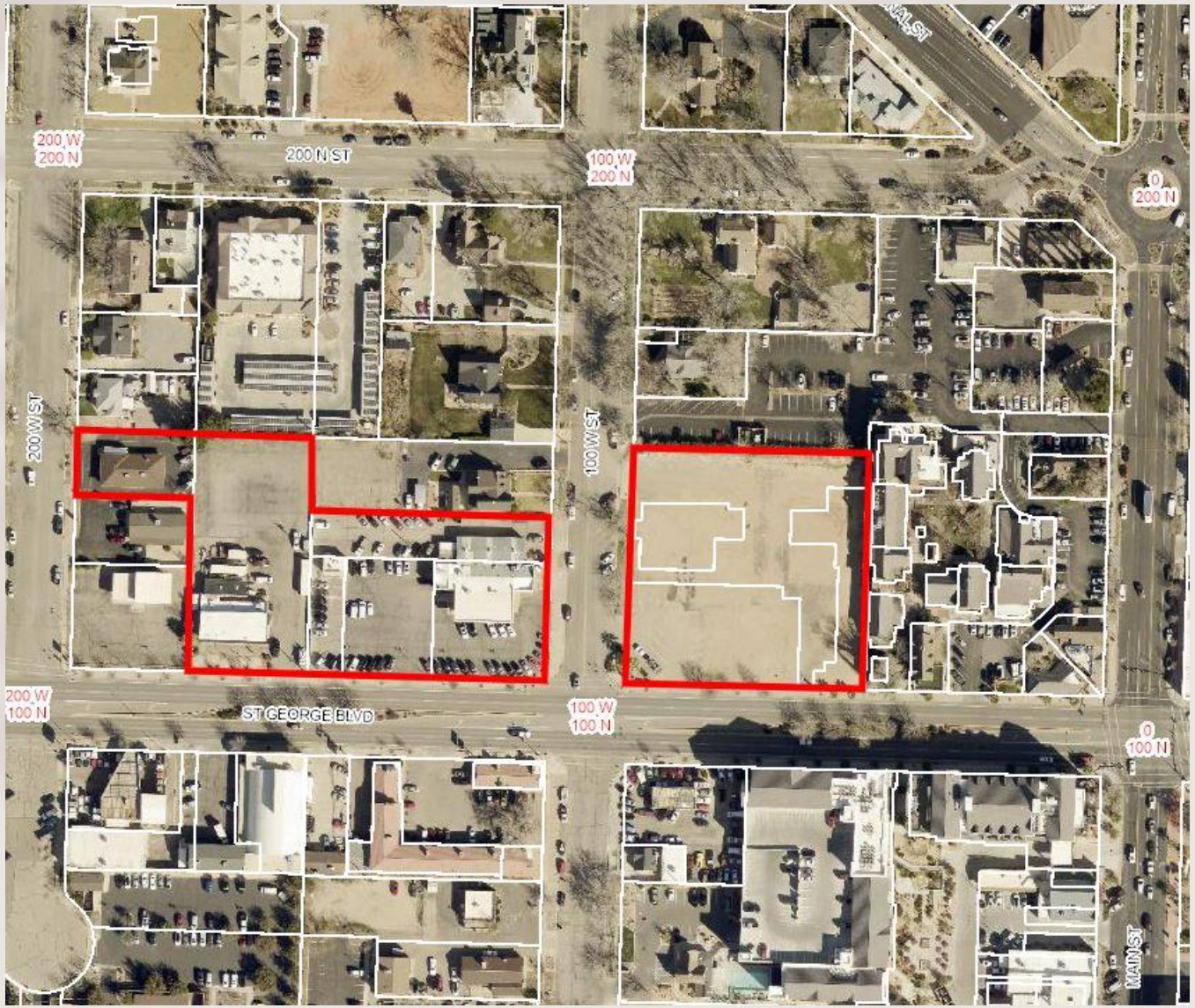
- Individual building detail (elevations, colors, materials, heights, gross floor areas)
- Parking calculations
- Landscape area calculations
- Conceptual sign program (a specific sign application will be required at a later date)
- Preliminary site plan including vehicular access, landscaping, trash locations, and lighting

Exhibit B
PowerPoint Presentation

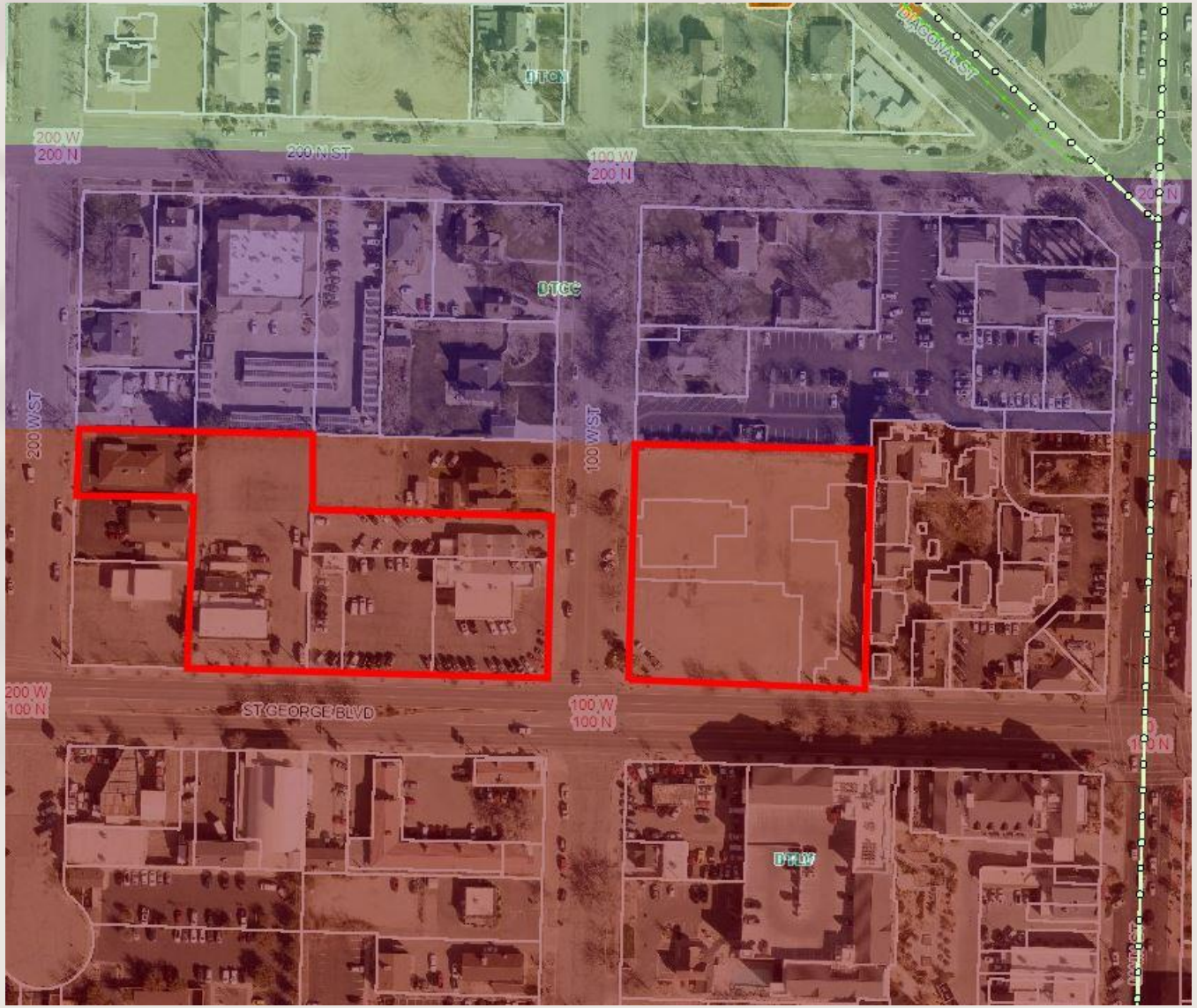
2025-ZC-019

First West

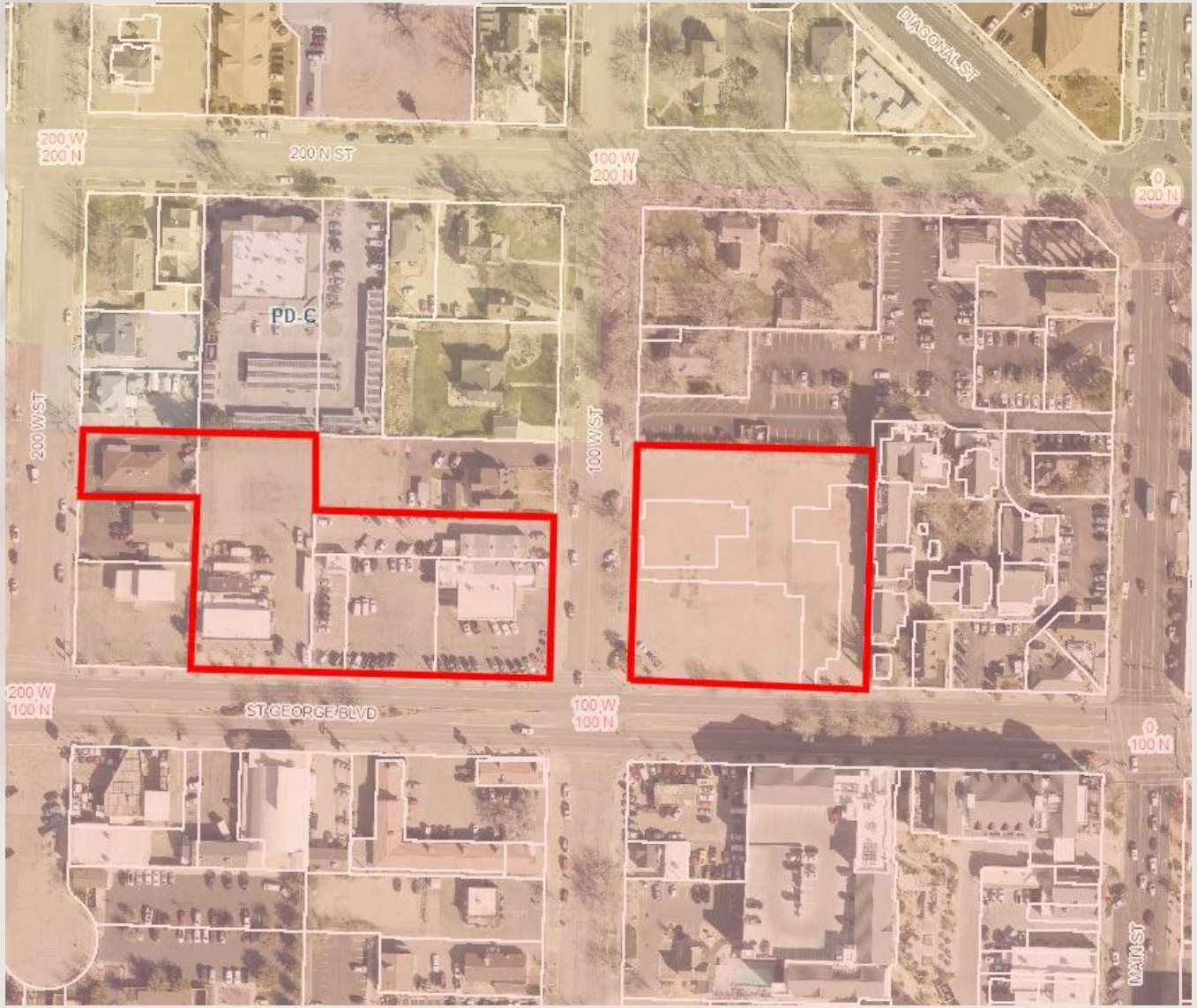



200 W
200 N
200 N ST
100 W
200 N
0
200 N
200 W ST
100 W ST
200 W
100 N
ST GEORGE BLVD
100 W
100 N
0
100 N
MAIN ST

Location

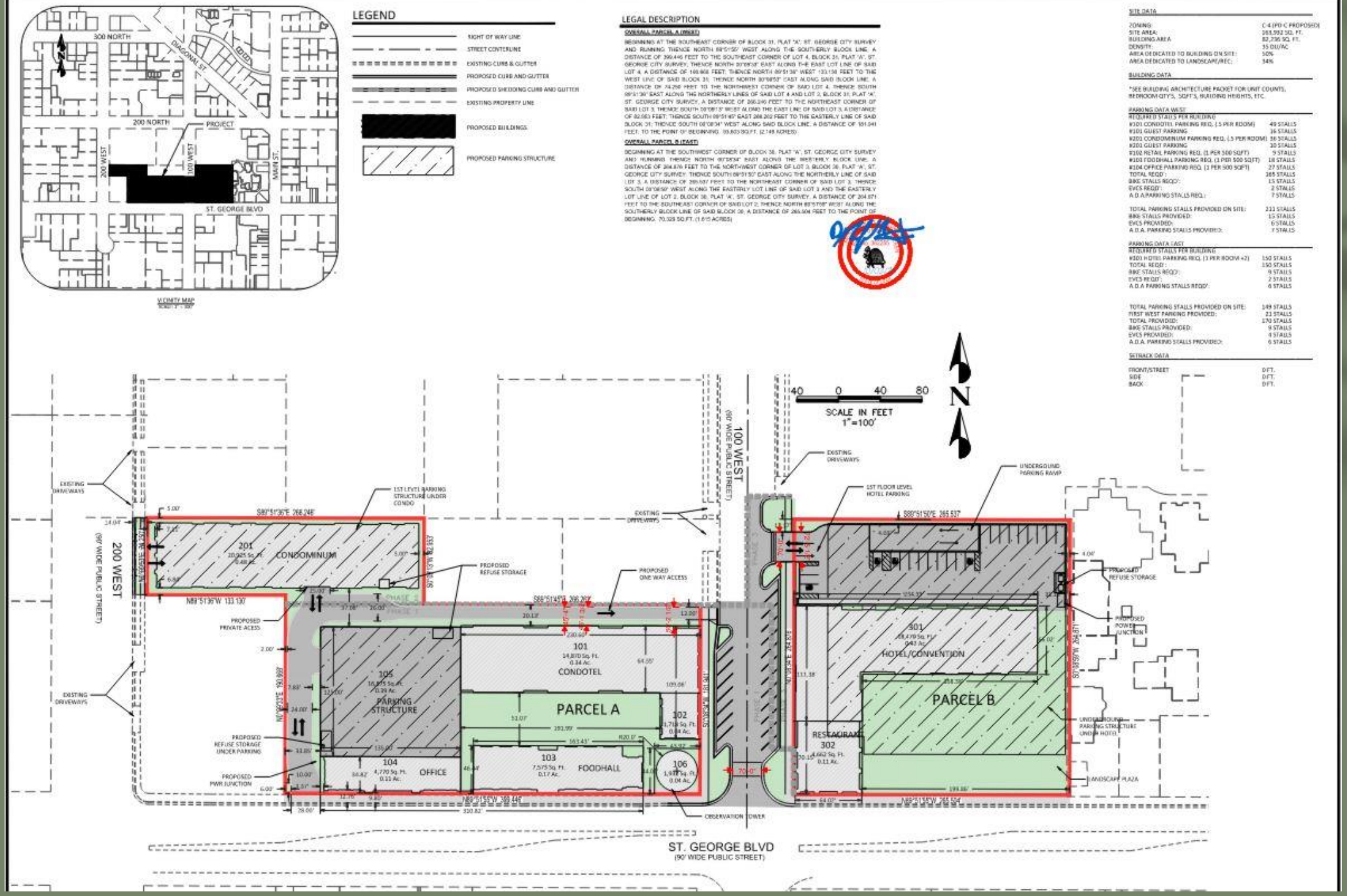

DIAGONAL ST
200 W
200 N
200 N ST
100 W
200 N
200 W ST
100 W ST
200 W
100 N
ST GEORGE BLVD
100 W
100 N

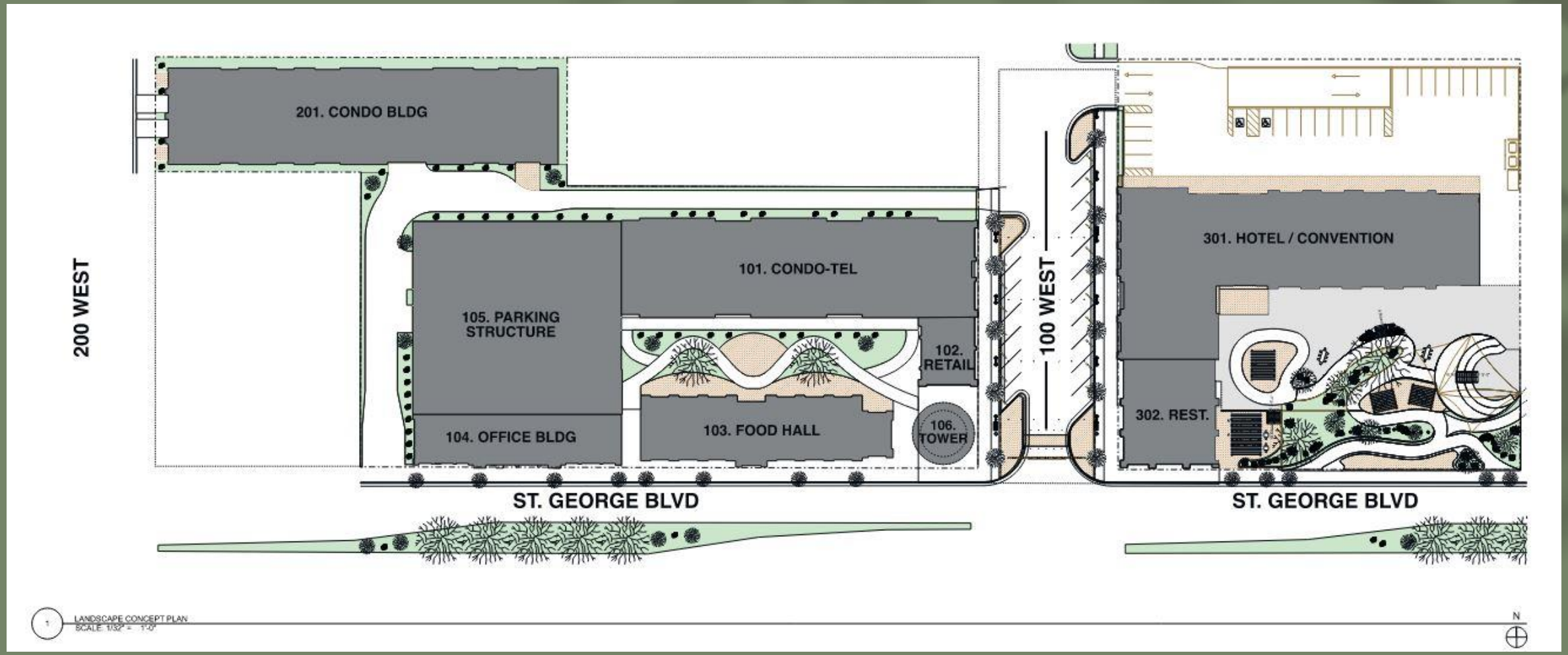
Land Use


DIAGONAL ST
200 W
200 N
200 N ST
100 W
200 N
0
200 N
PD-C
200 W ST
100 W ST
200 W
100 N
ST GEORGE BLVD
100 W
100 N
0
100 N
MAIN ST

Zoning

SITE PLAN


300 NORTH
DIAGONAL ST
EDEN
200 NORTH
PROJECT
200 WEST
100 WEST
MAIN ST
ST. GEORGE BLVD
V.CINITY MAP
LEGEND
RIGHT OF WAY LINE
STREET CENTERLINE
EXISTING CURB & GUTTER
PROPOSED CURB AND GUTTER
PROPOSED SHEDDING CURB AND GUTTER
EXISTING PROPERTY LINE
PROPOSED BUILDINGS
PROPOSED PARKING STRUCTURE
LEGAL DESCRIPTION
OVERALL PARCEL A (WEST)
BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 31, PLAT "A", ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 89°51'50" WEST ALONG THE SOUTHERLY BLOCK LINE, A DISTANCE OF 399.446 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 31, PLAT "A", ST. GEORGE CITY SURVEY; THENCE NORTH 01°08'10" EAST ALONG THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 166.866 FEET; THENCE NORTH 89°51'36" WEST 133.130 FEET TO THE WEST LINE OF SAID BLOCK 31; THENCE NORTH 30°58'03" EAST ALONG SAID BLOCK LINE, A DISTANCE OF 74.256 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89°51'36" EAST ALONG THE NORTHERLY LINES OF SAID LOT 4 AND LOT 3, BLOCK 31, PLAT "A", ST. GEORGE CITY SURVEY, A DISTANCE OF 266.246 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 08°08'34" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 82.583 FEET; THENCE SOUTH 89°51'45" EAST 266.202 FEET TO THE EASTERLY LINE OF SAID BLOCK 31; THENCE SOUTH 08°08'34" WEST ALONG SAID BLOCK LINE, A DISTANCE OF 191.041 FEET; TO THE POINT OF BEGINNING. 93,603 SQ.FT. (2.148 ACRES)
OVERALL PARCEL B (EAST)
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 36, PLAT "A", ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 89°51'36" EAST ALONG THE NORTHERLY BLOCK LINE, A DISTANCE OF 264.876 FEET TO THE NORTH-WEST CORNER OF LOT 3, BLOCK 36, PLAT "A", ST. GEORGE CITY SURVEY; THENCE SOUTH 89°51'50" EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 265.537 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 08°08'06" WEST ALONG THE EASTERLY LOT LINE OF SAID LOT 3 AND THE EASTERLY LOT LINE OF LOT 2, BLOCK 36, PLAT "A", ST. GEORGE CITY SURVEY, A DISTANCE OF 204.671 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°51'50" WEST ALONG THE SOUTHERLY BLOCK LINE OF SAID BLOCK 36, A DISTANCE OF 265.504 FEET TO THE POINT OF BEGINNING. 70,325 SQ.FT. (1.615 ACRES)
SITE DATA
ZONING: C-4 (PD-C PROPOSED)
SITE AREA: 163,992 SQ. FT.
BUILDING AREA: 82,236 SQ. FT.
DENSITY: 35 DU/AC
AREA DEDICATED TO BUILDING ON SITE: 50%
AREA DEDICATED TO LANDSCAPE/REC: 34%
BUILDING DATA
*SEE BUILDING ARCHITECTURE PACKET FOR UNIT COUNTS, BEDROOM QTY'S, SQFT'S, BUILDING HEIGHTS, ETC.
PARKING DATA WEST
REQUIRED STALLS PER BUILDING
#101 CONDOTEL PARKING REQ. (.5 PER ROOM) 49 STALLS
#101 GUEST PARKING 36 STALLS
#201 CONDOMINIUM PARKING REQ. (.5 PER ROOM) 36 STALLS
#201 GUEST PARKING 10 STALLS
#102 RETAIL PARKING REQ. (1 PER 500 SQFT) 9 STALLS
#103 FOODHALL PARKING REQ. (3 PER 500 SQFT) 18 STALLS
#104 OFFICE PARKING REQ. (1 PER 500 SQFT) 27 STALLS
TOTAL REQD: 285 STALLS
BIKE STALLS REQD: 15 STALLS
EVCS REQD: 2 STALLS
A.D.A PARKING STALLS REQ.: 7 STALLS
TOTAL PARKING STALLS PROVIDED ON SITE: 211 STALLS
BIKE STALLS PROVIDED: 15 STALLS
EVCS PROVIDED: 6 STALLS
A.D.A. PARKING STALLS PROVIDED: 7 STALLS
PARKING DATA EAST
REQUIRED STALLS PER BUILDING
#301 HOTEL PARKING REQ. (1 PER ROOM +2) 150 STALLS
TOTAL REQD: 150 STALLS
BIKE STALLS REQD: 9 STALLS
EVCS REQD: 2 STALLS
A.D.A PARKING STALLS REQD: 6 STALLS
TOTAL PARKING STALLS PROVIDED ON SITE: 149 STALLS
FIRST WEST PARKING PROVIDED: 21 STALLS
TOTAL PROVIDED: 170 STALLS
BIKE STALLS PROVIDED: 9 STALLS
EVCS PROVIDED: 4 STALLS
A.D.A. PARKING STALLS PROVIDED: 6 STALLS
SETBACK DATA
FRONT/STREET 0 FT.
SIDE 0 FT.
BACK 0 FT.
40 0 40 80
SCALE IN FEET
1"=100'
N
100 WEST
(90' WIDE PUBLIC STREET)
200 WEST
(90' WIDE PUBLIC STREET)
EXISTING DRIVEWAYS
1ST LEVEL PARKING STRUCTURE UNDER CONDO
201
CONDOMINIUM
PROPOSED REFUSE STORAGE
PROPOSED ONE WAY ACCESS
PROPOSED PRIVATE ACCESS
101
CONDOTEL
105
PARKING STRUCTURE
PARCEL A
102
103
FOODHALL
104
OFFICE
106
PROPOSED REFUSE STORAGE UNDER PARKING
PROPOSED PWR JUNCTION
OBSERVATION TOWER
1ST FLOOR LEVEL HOTEL PARKING
UNDERGROUND PARKING RAMP
301
HOTEL/CONVENTION
PARCEL B
RESTAURANT
302
PROPOSED POWER JUNCTION
UNDERGROUND PARKING STRUCTURE UNDER HOTEL
LANDSCAPE PLAZA
ST. GEORGE BLVD
(90' WIDE PUBLIC STREET)



Conceptual Landscape Plan



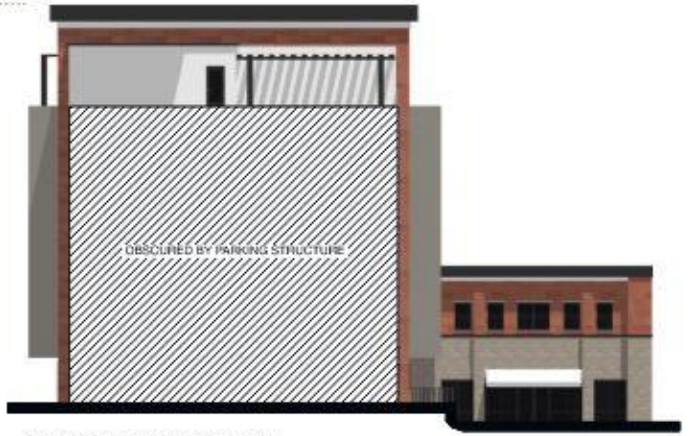
NORTH ELEVATION



EAST ELEVATION

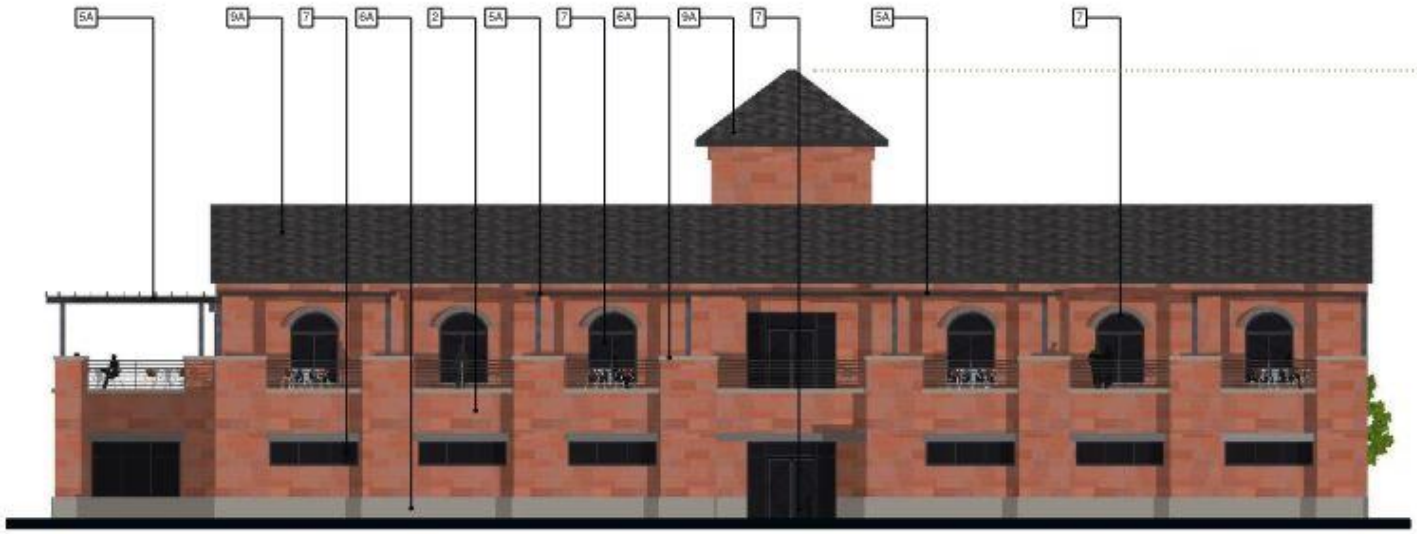


SOUTH ELEVATION

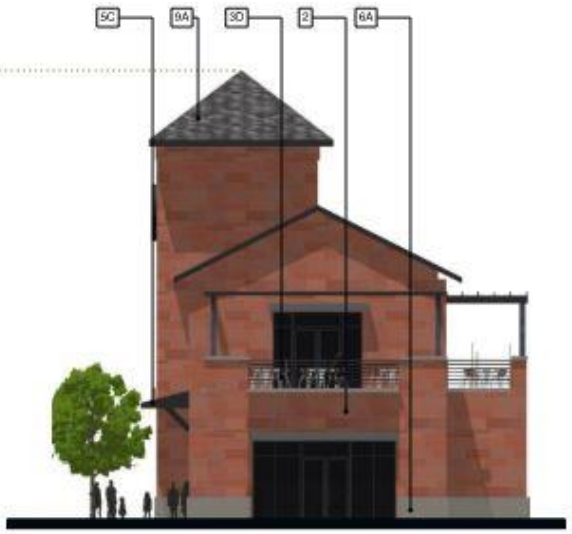


WEST ELEVATION

Condotel



NORTH ELEVATION



EAST ELEVATION

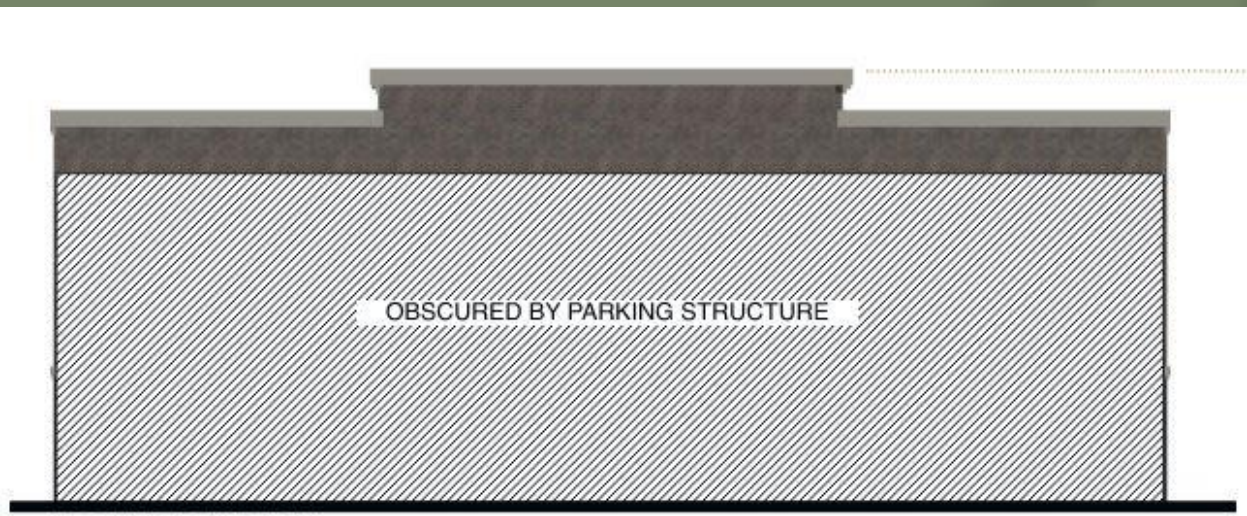


SOUTH ELEVATION



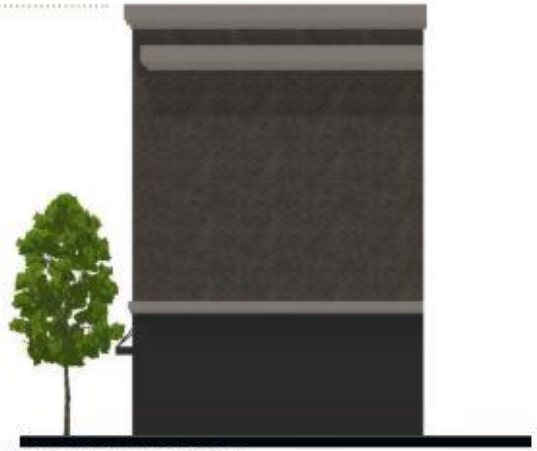
WEST ELEVATION

Food Hall



NORTH ELEVATION

TOP
54'-0"



EAST ELEVATION



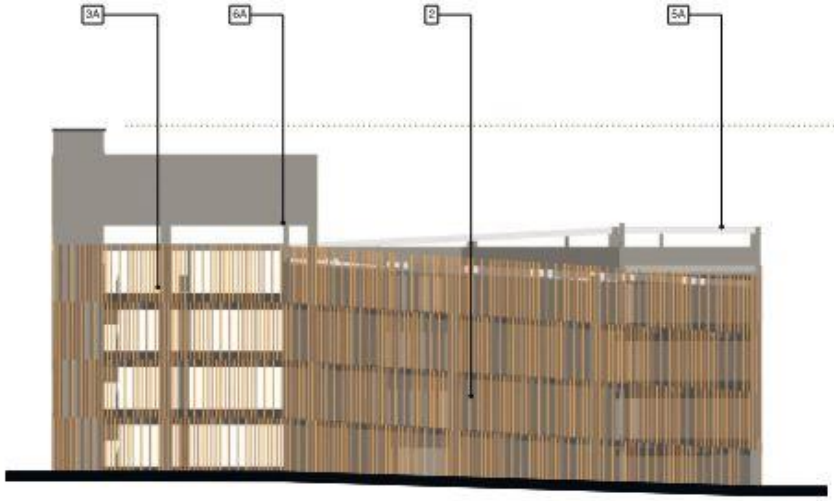
SOUTH ELEVATION

TOP
54'-0"

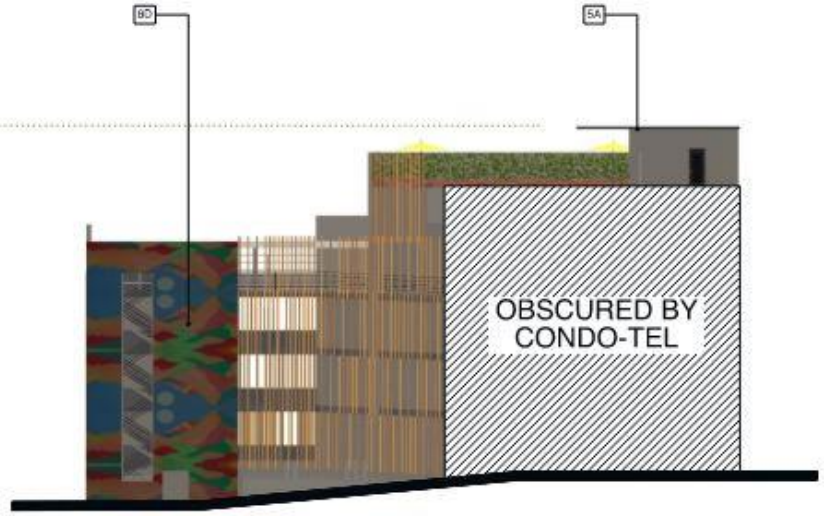


WEST ELEVATION

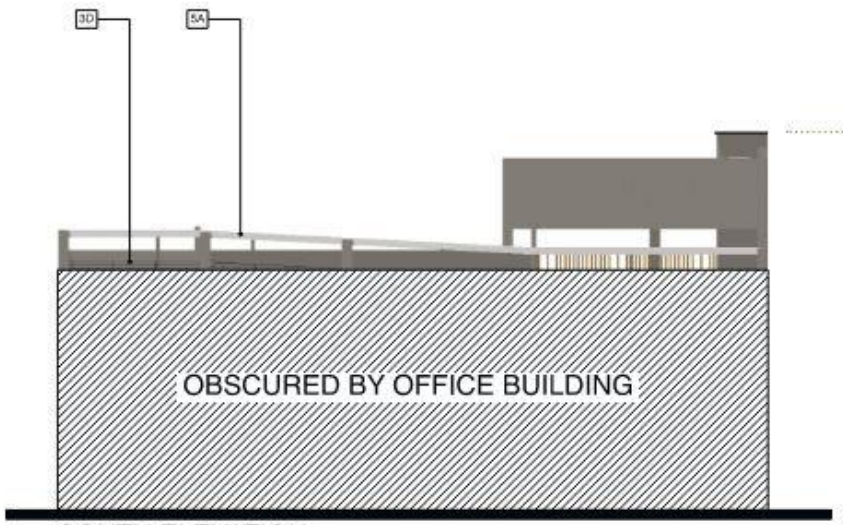
Office Building



NORTH ELEVATION



EAST ELEVATION

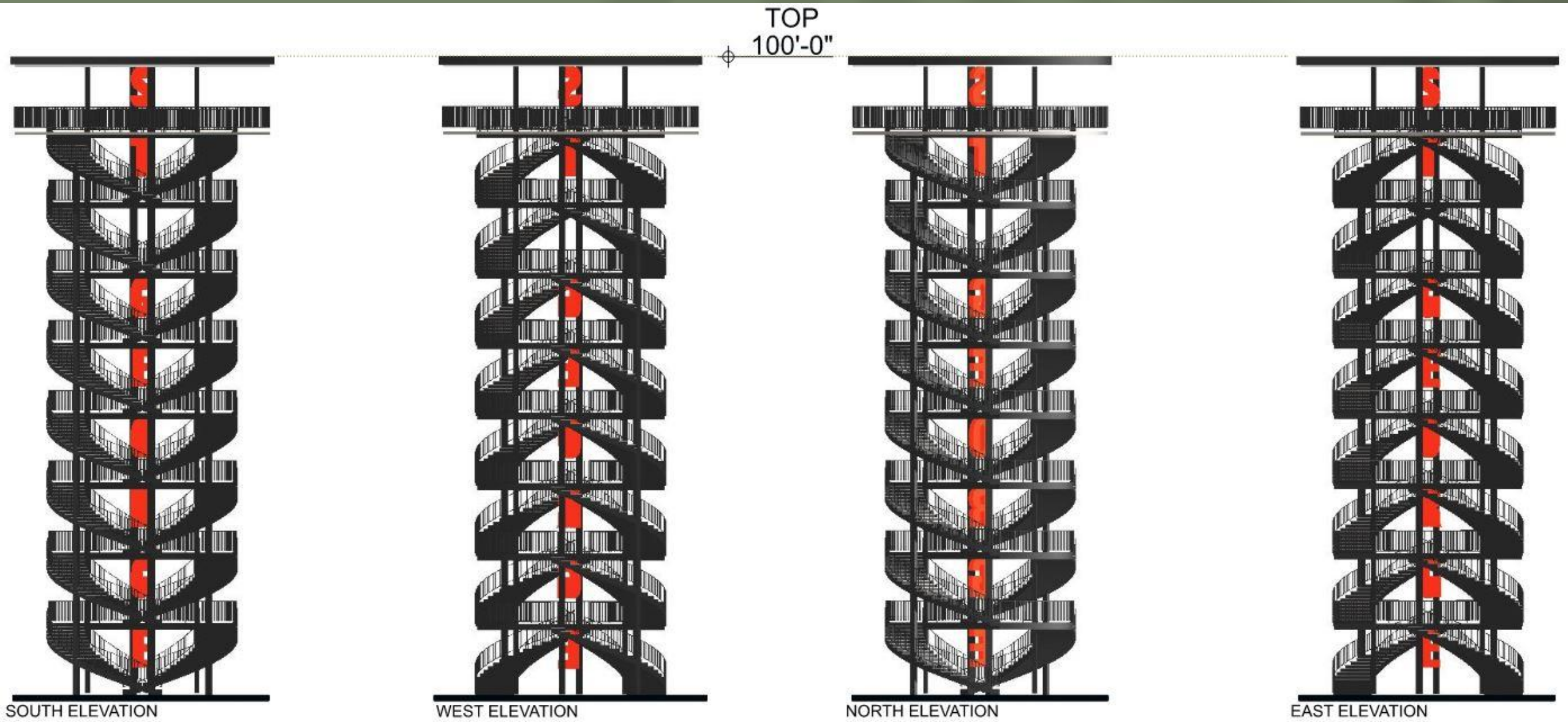


SOUTH ELEVATION



WEST ELEVATION

Parking Structure

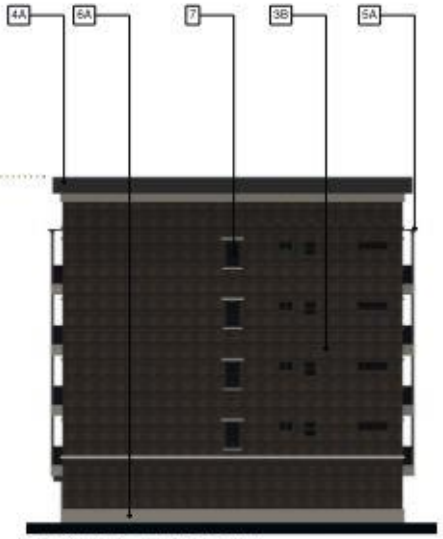


Observation Tower



NORTH ELEVATION

TOP
66-0"



EAST ELEVATION



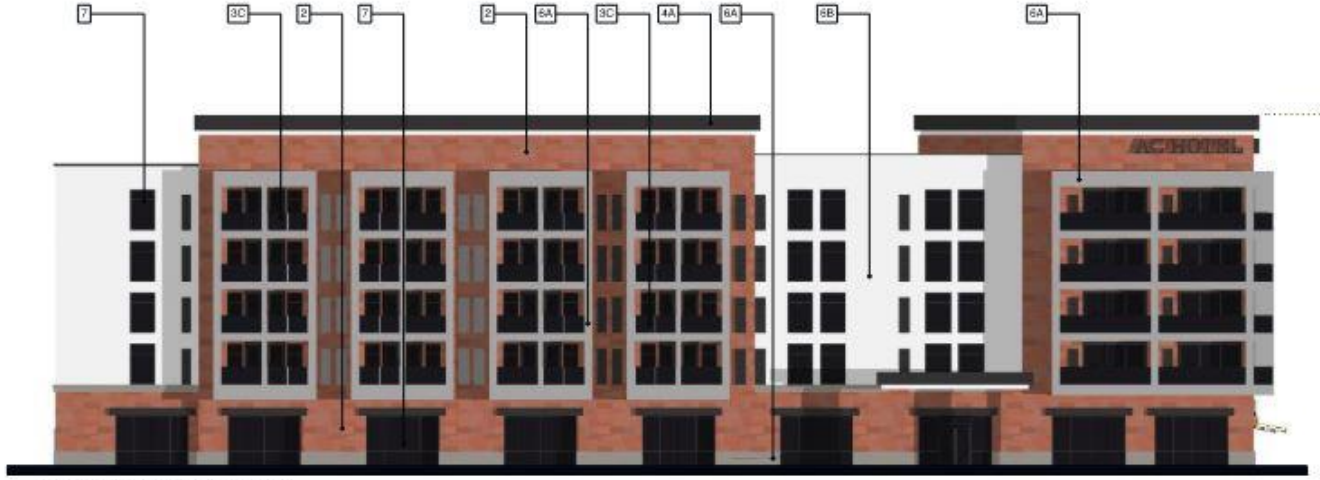
SOUTH ELEVATION

TOP
66-0"

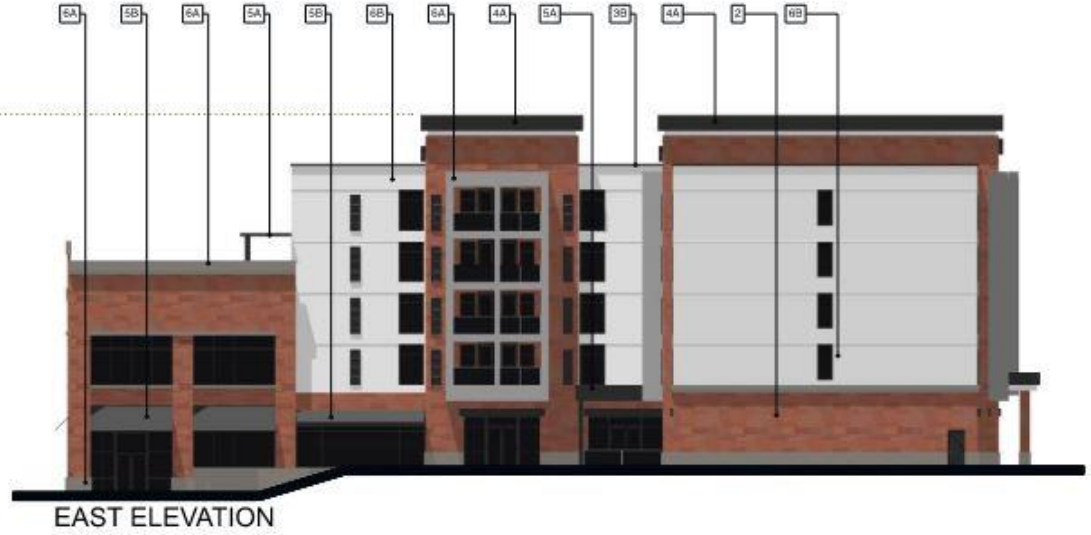


WEST ELEVATION

Condo Building



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

Hotel

Materials Board






RESTAURANT

The Planning Commission held a public hearing on October 28, 2025. There was one public comment regarding overflow parking on the public streets from Ancestor Square. They forwarded a positive recommendation with the increased heights requested by the applicant with a 6-0 unanimous vote.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-4 (CENTRAL BUSINESS DISTRIC COMMERCIAL) TO PD-MU (PLANNED DEVELOPMENT MIXED USE) ON APPROXIMATELY 3.76 ACRES LOCATED AT THE NORTHWEST AND NORTHEAST CORNERS OF ST GEORGE BOULEVARD AND 100 WEST STREET FOR THE PURPOSE OF A NEW MIXED-USE PROJECT TO BE KNOWN AS THE FIRST WEST. CASE NO. 2025-ZC-019

(FIRST WEST)

WHEREAS, the property owner has requested a zone change from C-4 (Central Business District Commercial) to PD-MU (Planned Development Mixed Use) on approximately 3.76 acres located at the northwest and northeast corners of St George Boulevard and 100 West Street for the purpose a new Mixed-Use project; and

WHEREAS, the City Council held a public meeting on this request on December 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on October 28, 2025; and recommended approval with the height increase requested by the applicant with a 6-0 vote:

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from C-4 (Central Business District Commercial) to PD-MU (Planned Development Mixed Use). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this ordinance, this ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A” – Legal Description

FIRST WEST

LEGAL DESCRIPTION

OVERALL PARCEL A (WEST)

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 31, PLAT “A”, ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 89°51'55" WEST ALONG THE SOUTHERLY BLOCK LINE, A DISTANCE OF 399.446 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 31, PLAT “A”, ST. GEORGE CITY SURVEY; THENCE NORTH 00°09'33" EAST ALONG THE EAST LOT LINE OF SAID LOT 4, A DISTANCE OF 190.668 FEET; THENCE NORTH 89°51'36" WEST 133.130 FEET TO THE WEST LINE OF SAID BLOCK 31; THENCE NORTH 00°09'53" EAST ALONG SAID BLOCK LINE, A DISTANCE OF 74.250 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89°51'36" EAST ALONG THE NORTHERLY LINES OF SAID LOT 4 AND LOT 3, BLOCK 31, PLAT “A”, ST. GEORGE CITY SURVEY, A DISTANCE OF 266.246 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°09'13" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 82.953 FEET; THENCE SOUTH 89°51'45" EAST 266.262 FEET TO THE EASTERLY LINE OF SAID BLOCK 31; THENCE SOUTH 00°08'34" WEST ALONG SAID BLOCK LINE, A DISTANCE OF 181.941 FEET; TO THE POINT OF BEGINNING. 93,603 SQ.FT. (2.149 ACRES)

OVERALL PARCEL B (EAST)

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 30, PLAT “A”, ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 00°08'34" EAST ALONG THE WESTERLY BLOCK LINE, A DISTANCE OF 264.876 FEET TO THE NORTHWEST CORNER OF LOT 3, BLOCK 30, PLAT “A”, ST. GEORGE CITY SURVEY; THENCE SOUTH 89°51'50" EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 265.537 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°08'59" WEST ALONG THE EASTERLY LOT LINE OF SAID LOT 3 AND THE EASTERLY LOT LINE OF LOT 2, BLOCK 30, PLAT “A”, ST. GEORGE CITY SURVEY, A DISTANCE OF 264.871 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°51'55" WEST ALONG THE SOUTHERLY BLOCK LINE OF SAID BLOCK 30, A DISTANCE OF 265.504 FEET TO THE POINT OF BEGINNING. 70,329 SQ.FT. (1.615 ACRES)



Exhibit “B” – Parcel Exhibit

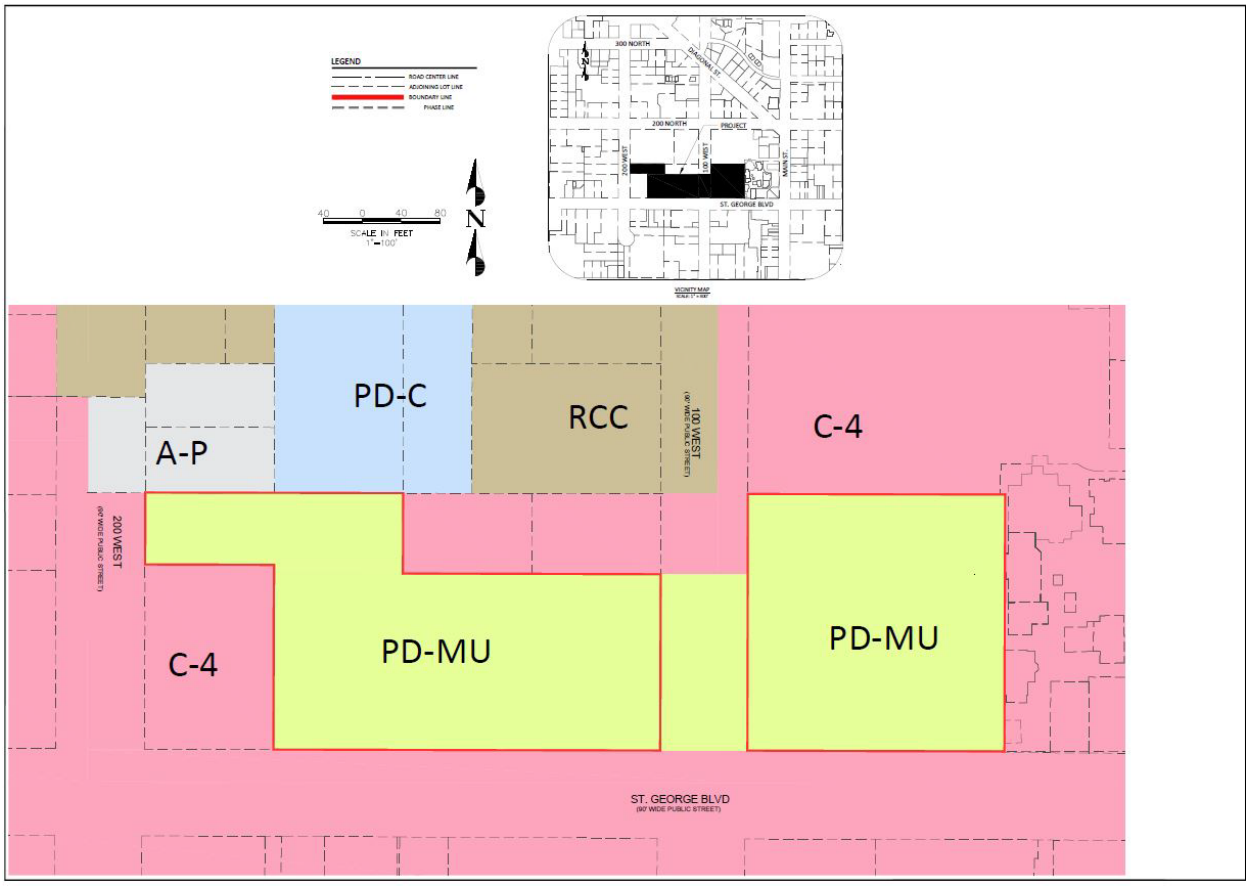
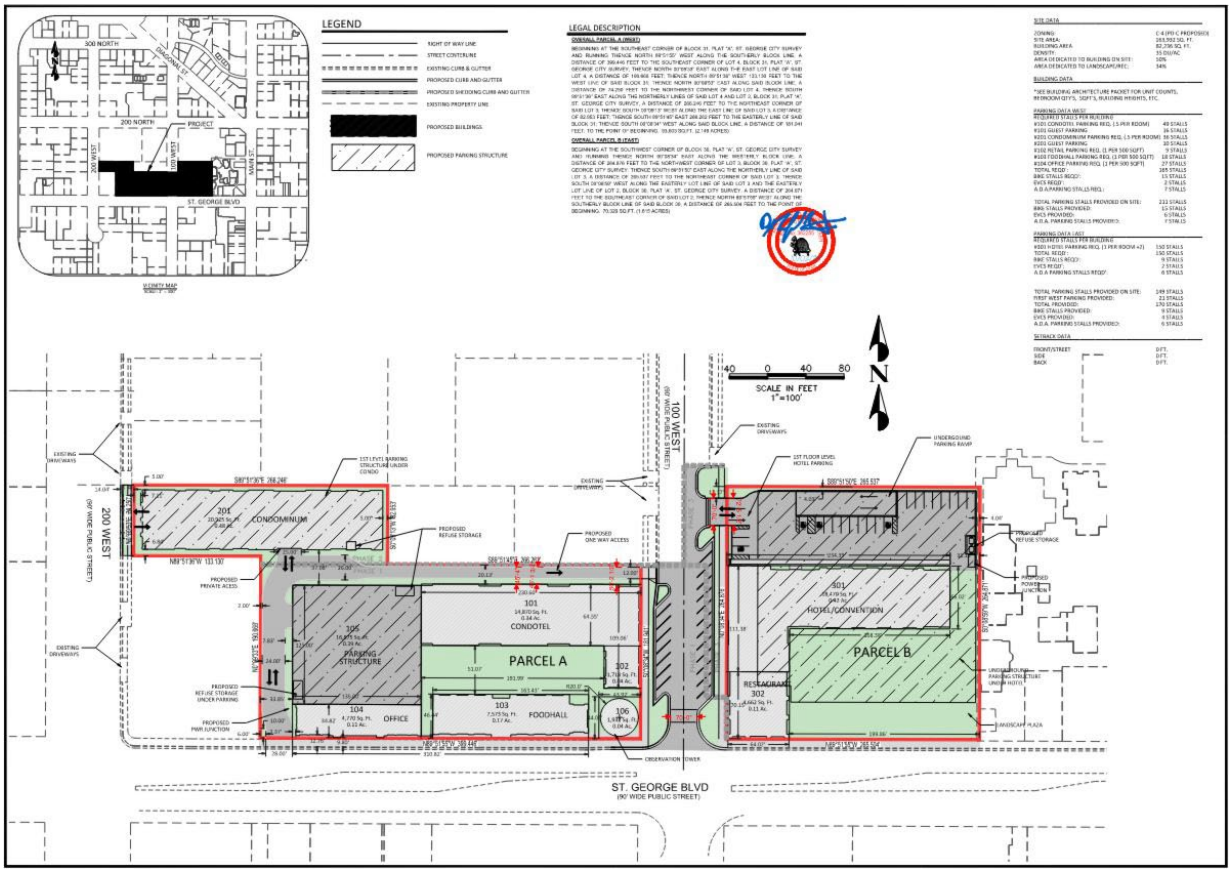


Exhibit “C” - Site Plan



Agenda Date: 12/04/2025 **Agenda Item Number:** 14

Subject:

Consider approval of Ordinance No. 2025-106 amending the City Zoning Map by changing the zone from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 1.28 acres located at 311 West St George Boulevard. (Case No. 2025-ZC-020 - 311 West Mixed Use)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Rosenberg Associates, Jared Bates

Reference Number: 2025-ZC-020

Address/Location:

311 West St George Boulevard

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

The underlying general plan is Downtown Connected Corridor with the adjacent zoning of C-4 (Central Business District) and C-3 (General Commercial). At their meeting held on November 18, 2025, the Planning Commission held a public hearing and recommended approval with a 5-0 vote.

Staff Narrative (need/purpose):

This project proposal is a five-story building that includes 7,004 square feet of ground-floor commercial space fronting St. George Boulevard and 300 West Street. The interior portion of the ground floor will provide a residential lobby, community room, and bicycle storage area serving the 51 residential units located on the four upper floors. The second floor is stepped back 20 feet from the street edge softening building impact, which aligns with the Downtown Plan.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a recommendation of approval with the height increase as requested by the applicant with a 5-0 unanimous vote.

Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 11/18/2025
CITY COUNCIL AGENDA REPORT: 12/04/2025

311 West Mixed Use Planned Development Amendment (Case No. 2025-ZC-020)		
Request:	Consider an ordinance to amend the City Zoning Map from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use) on approximately 1.28 acres to allow for a new mixed-use project.	
Applicant:	Rosenberg Associates	
Representative:	Jared Bates	
Location:	311 West St. George Blvd.	
General Plan:	Downtown Connected Corridor (DTCC)	
Existing Zoning:	C-4 (Central Business District)	
Surrounding Zoning:	North	C-4 (Central Business District)
	South	C-4 (Central Business District)
	East	C-4 (Central Business District)
	West	C-3 (General Commercial)
Land Area:	Approximately 1.28 acres	



BACKGROUND:
The Planning Commission held a public hearing on November 18, 2025, and there were no public comments made. They forwarded a positive recommendation with the additional height as requested by the applicant with a 5-0 unanimous vote.

On September 1, 2022, the City Council approved a zone change for this property from C-4 (Central Business District) to PD-MU (Planned Development Mixed Use). As part of that approval, a four-story, 55-foot-tall mixed-use building was authorized, consisting of 39 residential units located above ground-floor commercial space. This approval has since expired, resulting in a new application.

The subject property is located within the *Connected Corridor* designation of the Downtown Plan. This designation anticipates the gradual redevelopment of existing commercial properties into mixed-use and residential projects. The Downtown Plan further notes that the introduction of new housing in these corridors will help support complementary non-residential uses, such as office, dining, and retail establishments, particularly along key street frontages and intersections. Scale and design in the *Connected Corridor* designation calls for two to four story buildings with size and lot coverage that make efficient use of valuable Downtown land. New buildings are encouraged as vertical mixed use. Third and fourth stories of buildings should be set back from the street edge to soften their impact on street character.

The current proposal is a five-story building that includes 7,004 square feet of ground-floor commercial space fronting St. George Boulevard and 300 West Street. The interior portion of the ground floor will provide a residential lobby, community room, and bicycle storage area serving the 51 residential units located on the four upper floors. The second floor is stepped back 20 feet from the street edge softening building impact, which aligns with the Downtown Plan.

MIXED USE REQUIREMENTS:

I. **Allowed Uses** (10-8D-1): The requested use list is attached in Exhibit B.

II. **General Requirements** (10-8D-2): See the Zoning Requirements box below:

Zoning Requirements		
Regulation	**Proposal**	**Staff Comments**
Description of Use	Mixed-use project.	The use fits the requested zoning district
Height and Elevations	57’4” to the top of parapet 68’3” to the top of architectural feature	This district allows buildings up to 55’ tall. The city council, after recommendation from the planning commission, may approve

		increased building height upon making a finding
Density	40 du/ac	This meets regulations.
Schools, Churches, Open Space	There are no proposed schools, churches, or open space with this project.	No comments.
Phasing Plan	No phasing	N/A
Landscape Plan	A conceptual landscape plan is provided with 20.8% of the area landscaped.	The project is required to have 20% of the area landscaped. This meets requirements.
Utilities	None shown.	These will be reviewed during the site plan review process.
Solid Waste Screening	The site plan shows the location for solid waste.	The site plan shows dumpster location with note to provide screening. During site plan review we will verify that the enclosure meets City code.
Lighting	A photometric plan has been provided.	The parking lot lighting will be required to be 1.0-foot candle or less at the property line. Staff will ensure it meets the regulations during the site plan process. The plan provided meets code.
Turning Space	Access aisle widths are 28’ wide. Drive aisles are 25’ wide.	The site plan appears to meet code; this will be verified during the site plan review.
Signs	None provided	The applicants will be required to pull a sign permit when they are ready to put in their signs. All signs must meet the provisions of the sign code.
Parking	Surface parking is shown on the site plan the project is required to provide 56 spaces, they are showing 72 spaces.	Parking has been calculated per the PD-MU code at .5 spaces per bedroom plus 1 space per 5 units for guest parking The commercial is calculated at 1 space per 500 square feet.
EVCS And Bike Parking	There are 4 bicycle parking spaces shown. Future EV charging location	The site plan appears to meet code; this will be verified during the site plan review.

	station shown.	

III. **Mixed Use Standards** (10-8D-8: The applicant will be required to meet the following standards (The wording in the yellow boxes are the responses from the applicant):

A. *Minimum Zone Requirements: Each Planned Development Commercial/ residential mixed use application shall include a minimum of one-half (1/2) acre.*

This project is 1.28 acres.

B. *Height Regulations: No structure shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty-five feet (55'). The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:*

Please find applicant responses in the yellow boxes below.

The applicant is proposing a five-story building with a height of 69'-0". Multiple buildings nearby exceed the 55'height. See item 6 below.

1. *Proposed setbacks provide an appropriate buffer to neighboring properties;*

The applicant is proposing to place the building five to six feet from the back of sidewalk along St. George Blvd. Along 300 West, the building will have an additional setback to allow for greater visibility to the adjoining property owners. There are no existing residential buildings that adjoin this property.

Level 2 steps back from the Boulevard an additional 20'-0" from level 1. The building is setback from adjacent commercial properties 30'-0" or more.

2. *Increased landscaping enhances the project and reduces any negative impacts;*

The site is designed to have landscape on all sides of the building but especially in between this and the adjoining property. Currently the buffer is old cars, boats, weeds, broken glass, rotting wood, and many other unsightly things.

3. *Site layout and design enhance the project and reduce any negative impacts;*

The construction is pushed far away from the existing building as to maximize the distance. This proposed building improves the ingress and egress for all neighboring properties and has been designed to accommodate more than sufficient number of parking stalls.

4. *The massing and building scale is appropriate for the location;*

The building is 69 ft tall, that is with roughly 10 ft being architectural design. The top of the hard roof line is roughly 59 ft. This building is located in the Central Business District along St. George Boulevard. This location is where you would expect increased heights and density

5. *The proposed height increase is appropriate area; and*

There are no residentially zoned properties surrounding this location, and no adjacent properties have windows or direct driveway traffic- this would not block any views.

6. *The increase in height is consistent with any applicable master plan. Surrounding properties with similar or taller buildings:*

This proposal has been derived from carefully studying other similar properties in our communities and others and has attempted to build upon and improve on many of the positive aspects they designed around. The height is consistent with the area, in review of height vs stories those are often not a direct correlation. The request here is consistent with the zone and consistent with other approved buildings.

Heights of surrounding buildings: County Bldg 77’8”, Advenire/City View Apartments 62’, Joule Plaza 74’, IMC 58’9”’, Main St. Plaza 71’, State Bank 64’, Tabernacle 115’, Court House 75’6”-94’8”, Vintage 54-64’ Tabernacle Towers 57’, Utah Tech Classroom Building 66’6” – 79’

C. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements: The minimum lot area, maximum lot coverage, yard and common open space/ landscaping requirements are as follows:*

Lot Area Minimum/ Maximum Density	*Maximum lot area coverage*	*Minimum Area Common Open Space/ Landscaped Area*	*Minimum Yard Setbacks*		
			Front and Street Side	*Side*	*Rear*
Required					
½ acre/ 40 DUA	*70%*	*20%*	*Adjacent to single-family zone: 30’* *Otherwise: 0 – 10’ max*	*Adjacent to single-family zone 30’* *Otherwise: 0 – 10’* *0’ internal setback between PD-C zoned buildings*	*Adjacent to single-family zone 30’* *Otherwise: 0’ commercial 0’ manufacturing*
Proposal					

1.28 acres/ 40 DUA	62.89%	20.8%	4'2" - 7'	83'2"	52' 8½"

D. *Mixed commercial and residential use is permitted in the PD-MU zone only as set forth herein:*

1. *All development projects seeking a PD-MU zone shall be new construction and shall submit a detailed site plan pursuant to section 10-8D-2 showing the entire development project and showing the added specificity requirements of this section. In granting such approval, the land use authority may impose and enforce such specific conditions as to the site plan, orientation of the buildings to the public street, phasing, building construction, and maintenance as it deems necessary to protect the health, safety and welfare of the residents of the city. All development projects shall comply with the site plan as approved and adopted by the land use authority.*

   This project will be new construction, and a site plan will be submitted.

2. *The entire ground floor of any building in the project shall only have commercial uses, except as provided in this section.* See #4

3. *Residential use shall be located above the ground floor commercial use. Allowed residential density shall be determined by the detailed site plan and subject to all approvals in subsection D6 of this section.*

   The residential units are above the ground floor and are calculated at 40 DUA (Dwelling Units per acre).

4. *The requirement that the ground floor be limited to only commercial use may be altered to allow residential use or a parking structure, if all of the following conditions are met:*

   a. *The view of the ground floor is obstructed from the public street by the building's location in the interior of the project, or its obstruction from street view by other buildings in the project;*

      All portions of the building that front St. George Blvd and 300 West Street are commercial lease spaces. The interior portions of the building are amenities for the residential units located above. They include two lobbies, a community center, and bike storage. These areas are not visible from the street.

   b. *A minimum of fifty percent (50%) of the ground floor area within the project shall be for commercial uses; and*

      58% of the ground floor of the building is commercial lease space.

c. *For buildings that are perpendicular to the street so that the majority of the building is not adjacent to the street, the end of the building adjacent to the street must have commercial uses on the ground floor, but may have residential use or a parking structure on the remainder of the ground floor that is not oriented toward the public street, if the project complies with the other conditions provided in this section.*

N/A

5. *If the project is built in phases, each phase shall be all commercial or may include a mix of commercial and residential use. No phase shall be solely residential, unless fifty percent (50%) of the required commercial area has been built in previous phases.*

There is no phasing in this project.

6. *All projects must meet the design standards set forth below:*

a. *Minimum height of ground level commercial use shall be twelve feet (12') floor to ceiling;* Need to verify

The ground level is proposed to have 12’ ceilings.

b. *The front building façade and main entrance to all buildings shall be oriented toward and parallel to the public street. The setbacks for buildings adjacent to a public street shall be a minimum of zero feet (0') to a maximum of twenty feet (20') from the property line except:*

1) *The setbacks may be increased as necessary to allow room for outdoor seating areas, landscaping, or other similar pedestrian and customer amenities,*

A portion of the building is set back 33’4” to allow for an outdoor dining area on 300 West Street.

2) *Interior buildings may be allowed without frontage on a public street if it is not possible to fit a building parallel to the street, all other requirements have been met, and the depth and size of the property and best use of the property would prevent all buildings from having frontage on a public street;*

N/A

c. *All buildings adjacent to a public street shall have primary frontage oriented toward the public street, and shall have a design typical of a commercial building front with integrated style features compatible with other street-facing buildings in the project, including a significant entryway;*

This building fronts St. George Boulevard and has several ground floor commercial entrances. There is an outdoor dining area facing 300 West Street.

d. *Building façades shall have architectural variations such as:*

1) *Contrasting building materials and textures,*

This building has contrasting building materials and textures as seen on the materials board.

2) *Variations in rooflines, colors, reveals and belt courses,*

There are variations in the rooflines with contrasting colors.

3) *Recessed windows and doors, strongly expressed window mullions, and awnings,*

The windows and doors will be recessed with architectural framing around the entrances.

4) *Varying building setbacks from property lines, alcoves, outdoor sitting areas, and small public plazas,*

This building does have varying setbacks and an alcove designed for an outdoor sitting area. There will also be outdoor seating on the roof portion of the first level near St. George Blvd.

5) *Corner towers, cupolas, corner clock towers, corner spires, balconies and colonnades;*

Balconies are shown on floors two through four on the front and rear of the building.

e. *Buildings located on corners shall have the front façade wrap around the corner to the full depth of the building;*

The ground-floor commercial façade wraps around the corner.

f. *Awnings will be allowed; provided, that the building is designed to allow awnings, and/or awnings are part of the initial design. Awnings shall have a minimum eight-foot (8') head clearance and shall not project away from the building more than one-half (½) the distance from the building to the street, or no more than six feet (6'), whichever distance is less. Awnings shall be constructed of metal and/or high quality fire-resistant architectural fabrics. Vinyl awnings are prohibited;*

This building has one awing on the west side, comprised of bronze metal trim and stucco.

g. *Parking lots shall be located in the interior of a project and not adjacent to a public street, except that access driveways with parking spaces on one (1) or both sides, with a maximum width of seventy feet (70'), are permitted. For buildings fronting a public street, all parking shall be located to the rear or side of buildings, or may be located below-grade (underneath building). Buildings located in the interior of the project may have the parking area on any side of the building, as per the approved site plan. Underground parking is permitted only if such parking is accessible from the side or rear of the development and not from the primary street. All projects must comply with the parking requirements for commercial and residential uses specified in chapter 19 of this title;*

The portion of the parking lot that is accessed from St. George Blvd. has a 30’ access, the width of the parking lot is 66’. There are two access points on 300 West Street, they are both 28’ wide and the width of the parking portion on both points is 43’6”. The rest of the parking area is located in the interior of this lot.

h. *Parking structures are permitted only if the parking structures do not front the public street and are not taller than the proposed buildings;*

There is no parking structure, all the parking provided is surface parking.

i. *Minimum Ground Floor Glass: The ground floor of the building elevation fronting the street on all mixed-use buildings shall contain not less than forty percent (40%) nonreflective glass surface (i.e., windows);*

The glazing percentage along St. George Blvd. is 45.1%; the calculation for 300 West Street is 46.2%.

j. *Landscaped Open Space: Mixed-use developments shall provide a minimum of twenty percent (20%) of the total site area in landscaping, which may include recreation facilities such as playgrounds, outdoor pools, tennis courts, and basketball courts. No more than one-half (½) of the total required landscape area may consist of recreation facilities. Other than the minimum landscape area requirements, which are set above, the landscape standards in chapter 23 of this title shall apply;*

The site provides 20.8% landscape, none of the 20.8% calculation includes the recreation facilities.

k. *Solid Waste Storage Facilities: All solid waste storage facilities shall be located at the rear of the main building or else behind a sight-obscuring fence or wall that will prevent the facility from being seen from a public street. Chain link fencing with sight-obscuring slats is not permitted;*

The solid waste is located appropriately toward the interior parking and called out to be screened. It will be reviewed during the site plan review process to ensure screening meets the City Municipal Code.

l. *Protection of Residential Property: A minimum six-foot (6') high solid masonry wall and a minimum ten-foot (10') wide planting strip along the adjoining property line is required for development that adjoins any lot or parcel of ground in any residential zone. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020)*

This item is not applicable as there is no residential property abutting this property.

RECOMMENDATION:

The Planning Commission forwarded a recommendation of approval with the height increase as requested by the applicant with a 5-0 unanimous vote.

ALTERNATIVES:

1. Recommend approval as presented
2. Recommend approval with conditions
3. Recommend denial.
4. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

"I move that we approve to amend City Zoning Map from C-4 to PD-MU on approximately 1.28 acres, ordinance No. 2025-XXX, based on the findings listed in the staff report with the height restriction increased to allow for the additional height as requested by the applicant and shown in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed project meets the requirements of the planned development mixed use zone as found in the zoning regulations.
2. This project aligns with the visions found in the General Plan and Downtown Area Plan.
3. There will be adequate parking on site to facilitate the development.
4. The increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts by considering the proposed setbacks provide an appropriate buffer to neighboring properties.

Exhibit A
Applicant's Narrative

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Date: October 1, 2025

Subject: **311 West Mixed Use Development (SG-317)**
PD Amendment
Project Number: 13440-22

This document has been prepared for 3 Eleven STG MF LLC in support of the PD Amendment to establish the current development plan. The proposed project includes construction of a 5 story mixed use building (68'-3" total height and 58,136 sq ft. total area) along St. George Blvd.; with the bottom floor comprised of commercial uses, and the upper 4 floors used for apartments. A single access is proposed along St. George Blvd., with 2 accesses along 300 West matching existing access points. The existing Sun Country Glass building and parking will remain in place (located outside the parcel), with all other existing structures and improvements to be demolished. Utilities will be connected off of 300 west to minimize disturbance to St. George Blvd. Low Impact Development drainage considerations will be required for the project, with stormwater retention facilities proposed within landscaping along the south property boundary. Landscaping installed with the project will include additional street trees within planters along St. George Blvd. similar to adjacent development.

352 East Riverside Drive, Suite A-2 St. George, Utah 84790 • (435) 673-8586 Phone • (435) 673-8397 Fax
www.racivil.com

Exhibit B
300 West Mixed Use
Use List

- Retail
- Office
- Financial, medical, and professional services
- Food service establishments
- School
- Religious Facility
- Personal Care Service
- Personal Instruction Service
- Payday lending/ title loans
- Amusement center, Indoor
- Service business as noted in C-1 thru C-4 below:
    - Body piercing
    - Childcare center
    - Construction trade services
    - Educational institutions
    - Gunsmith
    - Janitor service and supply
    - Locksmith
    - Permanent cosmetics with additional requirements as noted in 10-8B-1
    - Personal care service
    - Personal instruction service
    - Pest control
    - Printing
    - Psychic
    - Sign sales
    - Tattoo establishment

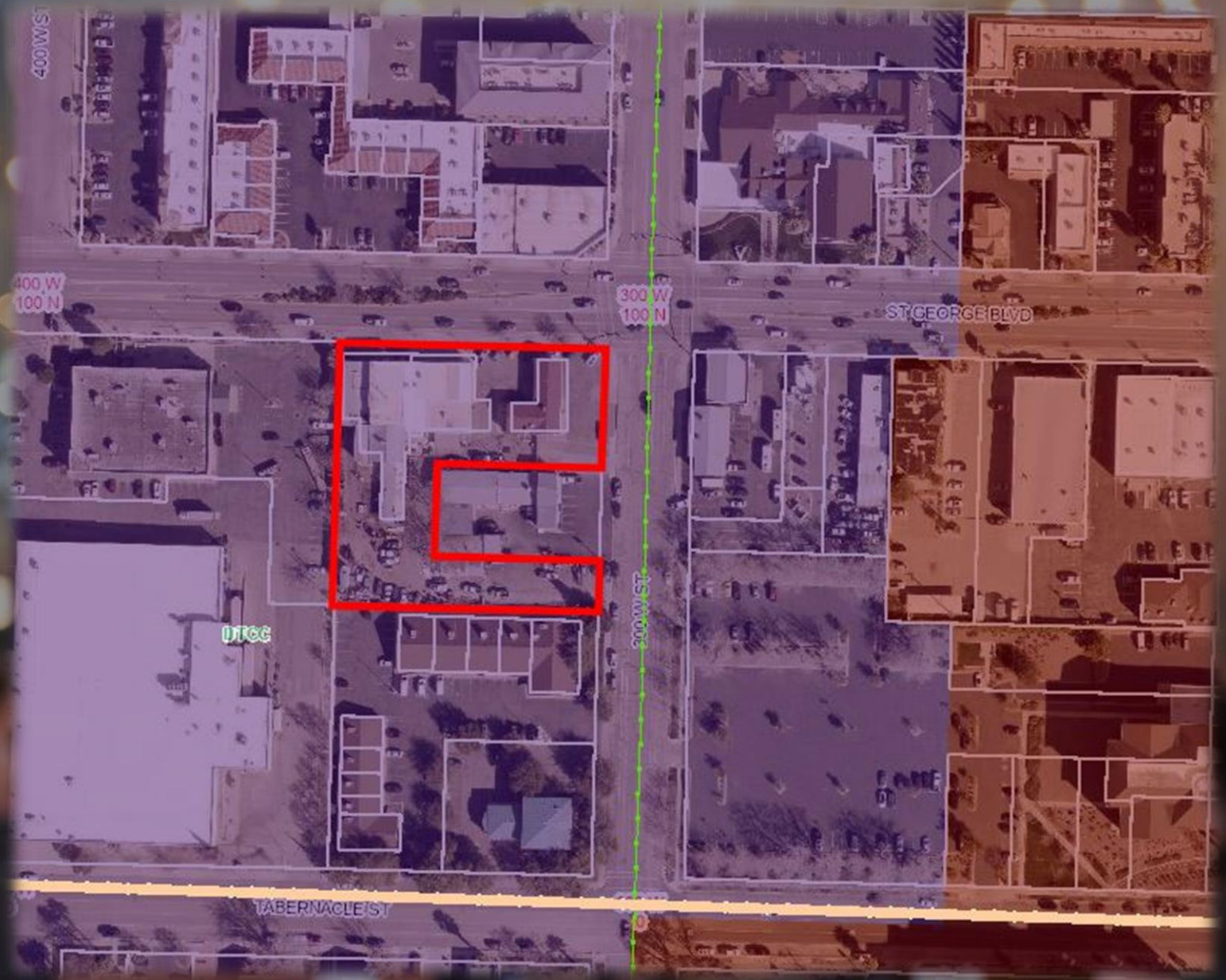
Exhibit C
PowerPoint Presentation



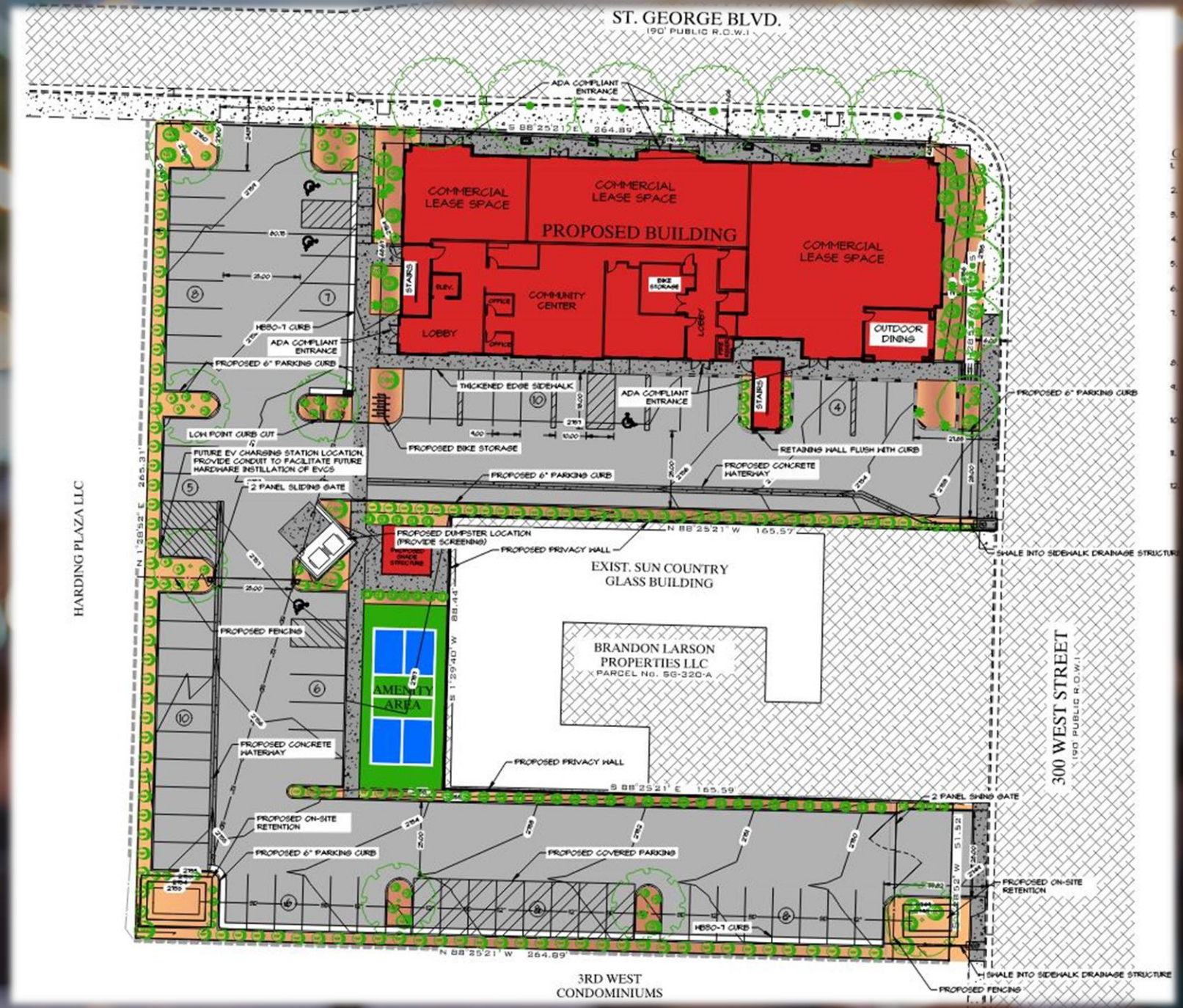
300 West Mixed Use

Zone Change 2022-ZC-020


400 W
100 N
300 W
100 N
ST GEORGE BLVD
300 W ST
TABERNACLE ST
300 W


400 W
100 N
300 W
100 N
ST GEORGE BLVD
300 W ST
DTCC
TABERNACLE ST


400 W ST
400 W
100 N
300 W
100 N
ST GEORGE BLVD
PD-MU
300 W ST
C-4
TABERNACLE ST
300 W


ST. GEORGE BLVD.
190' PUBLIC R.O.W.
ADA COMPLIANT ENTRANCE
S 88°25'21" E 264.89
COMMERCIAL LEASE SPACE
COMMERCIAL LEASE SPACE
PROPOSED BUILDING
COMMERCIAL LEASE SPACE
STAIRS
ELEV.
LOBBY
OFFICE
COMMUNITY CENTER
BIKE STORAGE
LOBBY
OFFICE
OUTDOOR DINING
HESS0-7 CURB
ADA COMPLIANT ENTRANCE
PROPOSED 6" PARKING CURB
THICKENED EDGE SIDEWALK
ADA COMPLIANT ENTRANCE
STAIRS
PROPOSED 6" PARKING CURB
LOW POINT CURB CUT
FUTURE EV CHARGING STATION LOCATION. PROVIDE CONDUIT TO FACILITATE FUTURE HARDWARE INSTILLATION OF EVCS
PROPOSED BIKE STORAGE
RETAINING WALL FLUSH WITH CURB
2 PANEL SLIDING GATE
PROPOSED 6" PARKING CURB
PROPOSED CONCRETE WATERWAY
HARDING PLAZA LLC
N 1°28'52" E 265.31'
PROPOSED DUMPSTER LOCATION (PROVIDE SCREENING)
PROPOSED PRIVACY WALL
N 88°25'21" W 165.57'
SHALE INTO SIDEWALK DRAINAGE STRUCTURE
EXIST. SUN COUNTRY GLASS BUILDING
BRANDON LARSON PROPERTIES LLC
PARCEL No. SG-320-A
300 WEST STREET
190 PUBLIC R.O.W.
PROPOSED FENCING
AMENITY AREA
S 1°29'40" W 88.44'
PROPOSED CONCRETE WATERWAY
PROPOSED PRIVACY WALL
S 88°25'21" E 165.59'
2 PANEL SLIDING GATE
PROPOSED ON-SITE RETENTION
PROPOSED 6" PARKING CURB
PROPOSED COVERED PARKING
S 1°28'52" W 51.52'
PROPOSED ON-SITE RETENTION
HESS0-7 CURB
N 88°25'21" W 264.89'
SHALE INTO SIDEWALK DRAINAGE STRUCTURE
PROPOSED FENCING
3RD WEST CONDOMINIUMS

PARKING:

18 (STUDIO) UNITS X 0.5 STALLS =	9 STALLS
21 (1 BED) UNITS X 0.5 STALLS =	11 STALLS
12 (2 BED) UNITS X 1 STALLS =	12 STALLS
51 UNITS / 5 FOR GUESTS =	11 STALLS
7,004 S.F. COMM./ 500 =	14 STALLS
TOTAL REQUIRED	**57 STALLS**
TOTAL PROVIDED	**72 STALLS**

COVERED PARKING

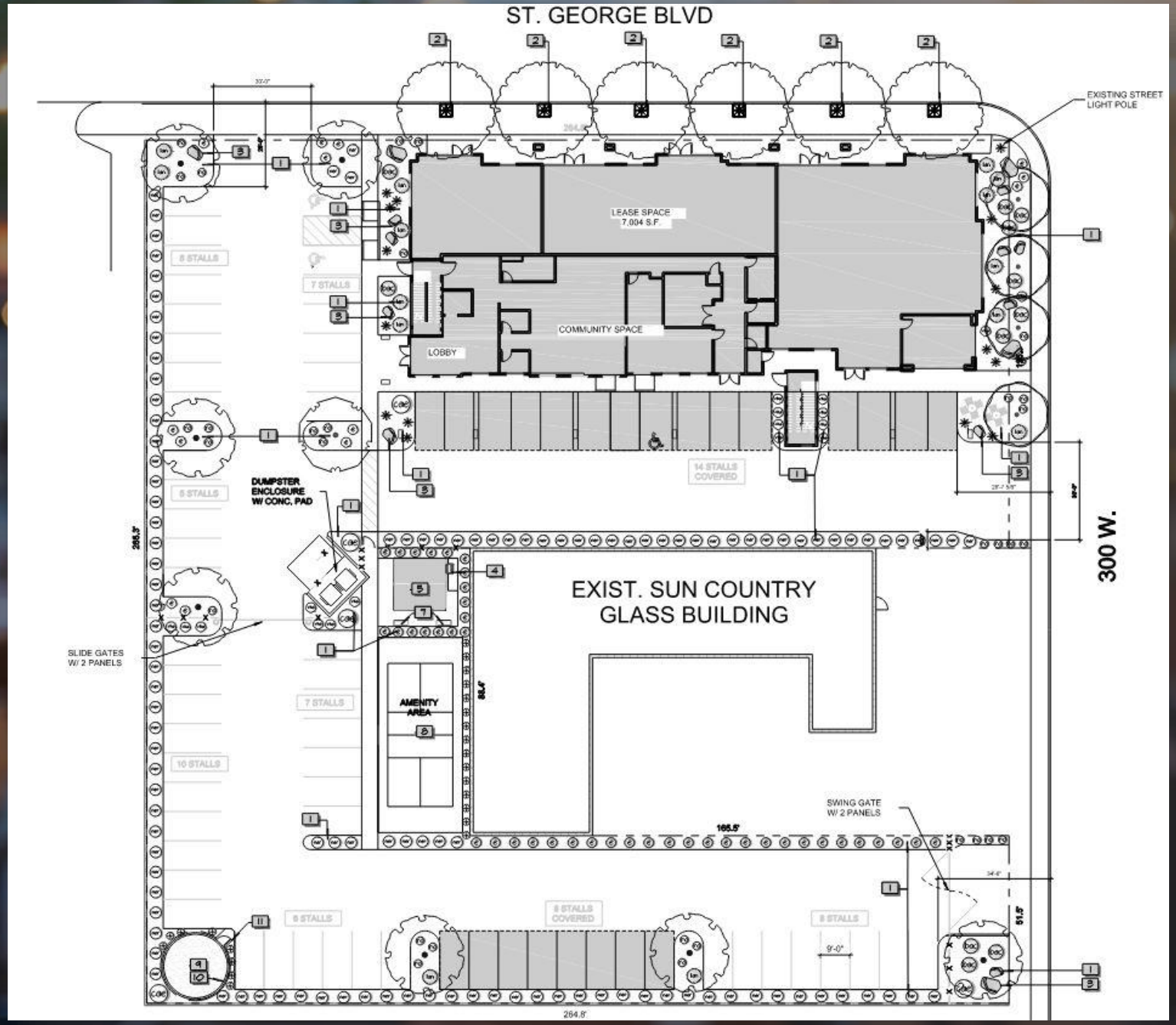
1/2 RESIDENTIAL STALLS
43 STALLS / 2 = 22 COVERED STALLS
22 COVERED STALLS PROVIDED

ADA ACCESSIBLE: 3
ADA VAN ACCESSIBLE: 3

BIKE PARKING

2 SPACES PER PROJECT
2 ADDITIONAL SPACES PER EVERY 100 CAR SPACES
57 > 100

2 SPACES REQUIRED
4 SPACES PROVIDED



PLANT SCHEDULE — A

SYMBOL	BOTANICAL / COMMON NAME	CONT	CAL	QTY
DECIDUOUS				
	Fraxinus oxycarpa 'Raywood' TM / Raywood Ash	B & B	2"	7
	Pistacia x 'Red Push' / Red Push Pistache	B & B	2"	4
	Prosopis glandulosa 'Maverick' TM / Maverick Thornless Honey Mesquite	B & B	2"	1
	Ulmus parvifolia / Lacebark Elm	B & B	2"	6

SYMBOL	BOTANICAL / COMMON NAME	SIZE	FIELD2	QTY
SHRUBS				
bac	Baccharis x 'Starn' / Starn Thompson® Coyote Brush	5 gal		11
cae	Caesalpinea gilliesii / Desert Bird of Paradise	5 gal		5
e	Euonymus japonicus 'Green Spire' / Green Spire Japanese Euonymus	5 gal		42
	Hesperaloe parviflora / Red Yucca	5 gal		15
ner	Nerium oleander 'Dwarf' / Dwarf Oleander	5 gal		119
rha	Rhaphiolepis indica 'Pinkie' / Pinkie Indian Hawthorn	5 gal		17
GRASSES				
	Calamagrostis acutifolia / Overdam Reed Grass	1 gal		23
PERENNIALS				
e	Encelia farinosa / Brittlebush	1 gal		13
lan	Lantana camara 'Radiation' / Radiation Lantana	5 gal		14
ro	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 gal		32

311 West Mixed Use
Use List

Retail
Office
Financial, medical, and professional services
Food service establishments
School
Religious Facility
Personal Care Service
Personal Instruction Service
Payday lending/ title loans
Amusement center, Indoor
Service business as noted in C-1 thru C-4 below:
- Body piercing
- Childcare center
- Construction trade services
- Educational institutions
- Gunsmith
- Janitor service and supply
- Locksmith
- Permanent cosmetics with additional requirements as noted in 10-8B-1
- Personal care service
- Personal instruction service
- Pest control
- Printing
- Psychic
- Sign sales
- Tattoo establishment



2 EAST ELEVATION - PRESENTATION

SCALE: 1/8" = 1'-0"

68′3″

54′ 9 3/8″

14′



1 NORTH ELEVATION - PRESENTATION

SCALE: 1/8" = 1'-0"

64′3″

56′1″

14′



63′

53′ 6 3/8″

14′



68′3″

56′1″

14′

FFKR ARCHITECTS

311 MIXED USE





MOON DUST - STUCCO





SANDCASTLE - WOODTONE RUSTICSERIES SIDING

BLACK CANYON - WOODTONE RUSTICSERIES SIDING



STO WHITE - STUCCO



DARK BRONZE




MAKA
BEAUTY SYSTEMS


311
ST GEORGE BLVD
300 WEST
Sweet Basil Cafe


51’
62’
62’
62’
71’
94’8”
74’
115’
69’3”
77’8”
N 300 W ST
N 200 W ST
N 100 W ST
N MAIN ST
N 100 E ST
N TEMPLE CT
W ST GEORGE BLVD
E ST GEORGE BLVD
W TABERNACLE ST
E TABERNACLE ST
W 100 S ST
E 100 S ST
Post Office - St. George Downtown
Zion's Square
Fifth District Court
Town Square



The Planning Commission held a public hearing on November 18, 2025, there were no public comments. They forwarded a positive recommendation with the height increase as requested by the applicant with a 5-0 unanimous vote.

ORDINANCE NO.____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-4 (CENTRAL BUSINESS DISTRICT COMMERCIAL) TO PD-MU (PLANNED DEVELOPMENT MIXED USE) ON APPROXIMATELY 1.28 ACRES LOCATED AT 311 WEST ST GEORGE BOULEVARD FOR THE PURPOSE OF A NEW MIXED-USE PROJECT TO BE KNOWN AS THE 311 WEST MIXED USE. CASE NO. 2025-ZC-020

(311 WEST MIXED USE)

WHEREAS, the property owner has requested a zone change from C-4 (Central Business District Commercial) to PD-MU (Planned Development Mixed Use) on approximately 1.28 acres located 311 West St George Boulevard for the purpose a new Mixed-Use project; and

WHEREAS, the City Council held a public meeting on this request on December 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on November 18, 2025; and recommended approval with the height increase requested by the applicant with a 5-0 vote:

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from C-4 (Central Business District Commercial) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this ordinance, this ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A” – Legal Description

311 WEST MIXED USE

Subdivision: ST GEORGE CITY SUR PLAT A BLK 22 (SG) Lot: 6 BEG NE COR LOT 6 BLK 22 PLAT A SGCS, TH S0*02'57 W 125.355 FT ALG E LN LOT 6 TH N89*51'16 W 165.57 FT TH S0*03'45 W 88.437 FT TH S89*51'16 E 165.59 FT TO E LN LOT 7 BLK 22 TH S0*02'57 W 51.518 FT M/L TO SE COR LOT 7 TH N89*51'16 W 264.893 FT M/L ALG S LN LOT 7 TO SW COR LOT 7; ALG W LN LOTS 6 & 7 NLY 265.31 FT M/L TO NW COR LOT 6 TH S89*51'16 E 264.893 FT M/L ALG N LN LOT 6 TO POB.

Exhibit “B” – Parcel Exhibit

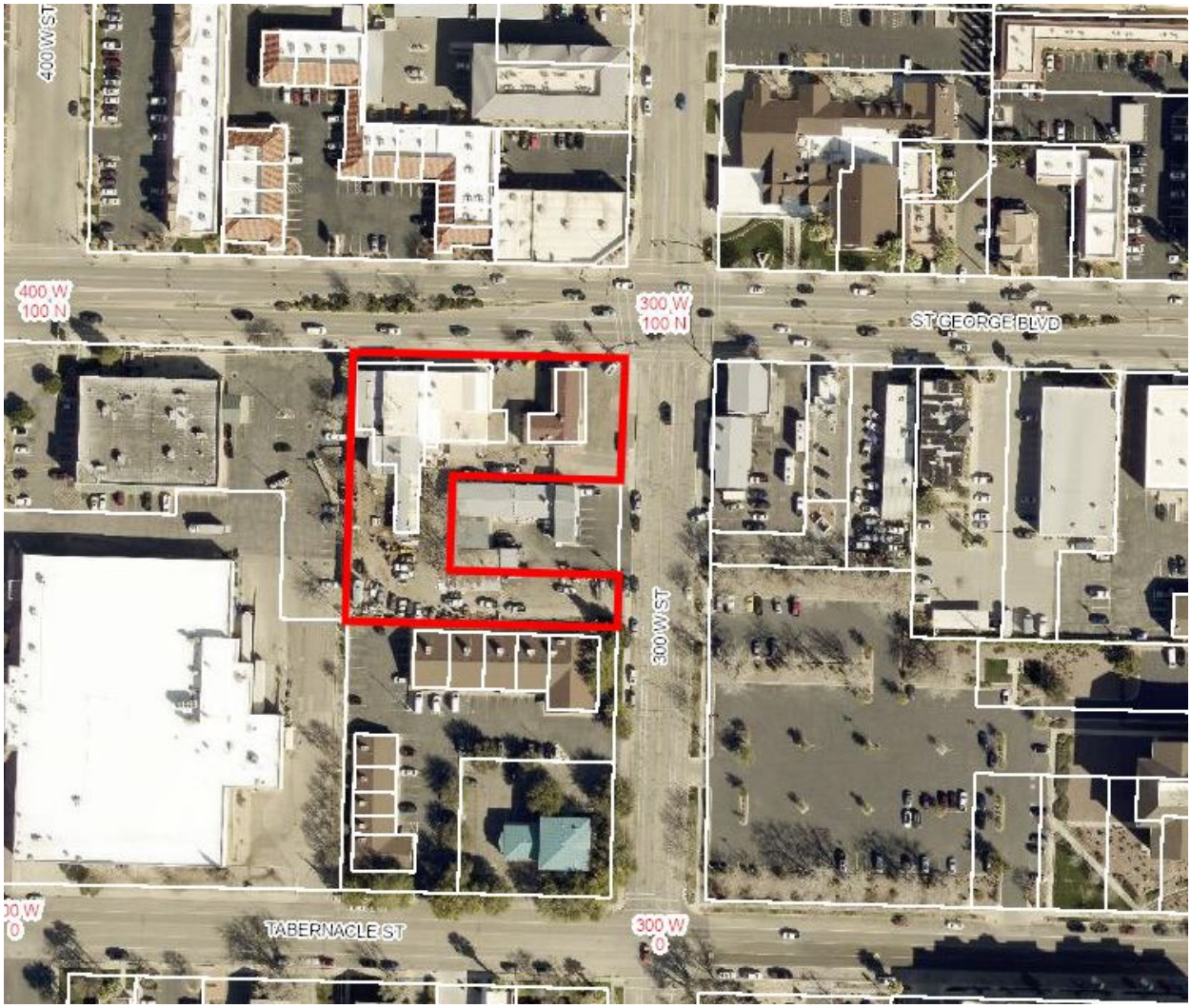
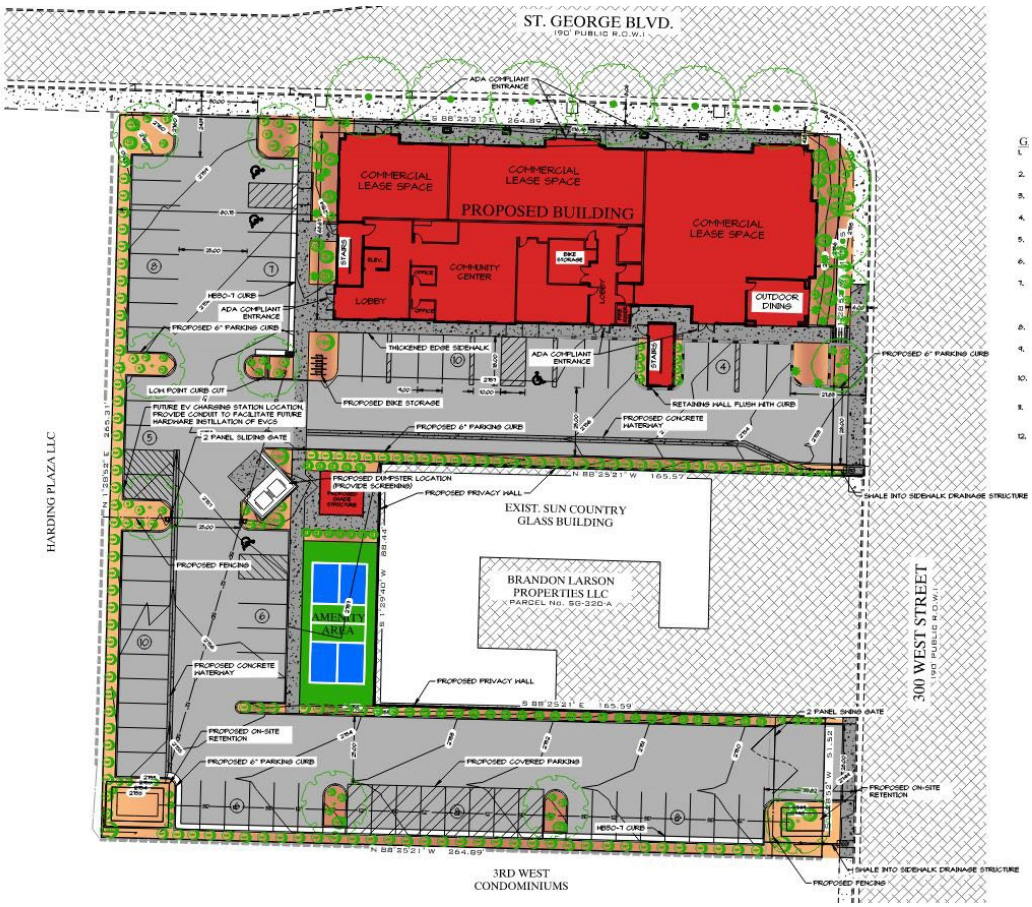


Exhibit “C” - Site Plan



Agenda Date: 12/04/2025 **Agenda Item Number:** 15

Subject:

Consider approval of Ordinance No. 2025-107 amending portions of Title 10 of City Code and modifying the TNZ Design Manual as it pertains to setbacks along alleyways and frontage on open space. (Case No. 2025-ZRA-012 - Alley Setbacks)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Stacy Young on behalf of Southern Utah Home Builders Association (SUHBA)

Reference Number: 2025-ZRA-012

Address/Location:

N/A

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

In 2023, a code change to the St. George city code was approved which increased the setback between an alleyway and a garage from 5 to 25. This was done as a larger change to sections of city code. Staff recently received an application from SUHBA (Southern Utah Home Builders Association) requesting a Zoning Regulation Amendment in order to revise the requirement for alley loaded garages to maintain a 20-foot setback between the alley and garage. Planning Commission held a public hearing on October 28, 2025, to receive comments on the proposed changes to Title 10. No public comment was received and after discussion, they recommend approval of the changes as presented with a 5-1 vote.

Staff Narrative (need/purpose):

This request has been filed by Stacy Young on behalf of SUHBA (Southern Utah Home Builders Association). In short, there are several changes being proposed, all aimed at allowing two things: 1. Alley setbacks to be reduced from 25 to 5 and 2. to allow a lot to front open space, a paseo, common green, etc. In order to do this, a number of code sections need to be changed as outlined in the staff report.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing on October 28, 2025, to receive comments on the proposed changes to Title 10. No public comment was received but the Planning Commission had a lengthy discussion primarily regarding on-street parking and frontage on open space. Ultimately, they recommend approval of the changes as presented with a 5-1 vote with no conditions.

Attachments

St.George
Community Development

Zoning Regulation Amendment

PLANNING COMMISSION AGENDA REPORT: 10/28/2025
CITY COUCNIL AGENDA REPORT: 12/04/2025

AMENDMENT TO TITLE 10-19-3: ZONING REGULATIONS – TWO WAY DRIVEWAY WIDTH – EXHIBIT A
This section of the St George City municipal code currently regulates garage access from alleys particularly setback and frontage requirements.

AMENDMENT TO TITLE 10-25D-3(C)(4): ZONING REGULATIONS – IMPROVEMENTS REQUIRED – EXHIBIT B
This section of the code currently states that all lots must have frontage along a street. There may be instances where a development may benefit from fronting on an open space, paseo, common green or similar common space. The proposed code amendment to this section would allow that as long as there is access provided to the rear of the lot.

AMENDMENT TO TITLE 10-20-9(A): ZONING REGULATIONS – ALLEY ACCESS IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS AND SUBDIVSIONS – EXHIBIT C
This is a section of code that only allows an alley if it is a secondary access and another road provides the primary access. This proposal would eliminate this requirement.

AMENDMENT TO TNZ DESIGN MANUAL & FORM BASED CODE: ZONING REGULATIONS – TWO WAY DRIVEWAY WIDTH – EXHIBIT D
This section is only pertinent to TNZ (Traditional Neighborhood Zone) developments but, for the sake of consistency needs to be amended for future TNZ development.

REQUEST:

This request has been filed by Stacy Young on behalf of SUHBA (Southern Utah Home Builders Association). In short, there are several changes being proposed, all aimed at allowing two things: 1. Alley setbacks to be reduced from 25’ to 5’ and 2. to allow a lot to front open space, a paseo, common green, etc. In order to do this, a number of code sections need to be changed as outlined in Exhibits A-D below.

BACKGROUND:

In 2023, a code change to the St. George city code was approved which increased the setback between an alleyway and a garage from 5’ to 25’. This was done as a larger change to sections of city code and has been a change unpopular with homebuilders since that time.

Staff recently received an application from SUHBA (Southern Utah Home Builders Association) requesting a Zoning Regulation Amendment in order to revise the requirement for alley loaded garages to maintain a 20-foot setback between the alley and garage. The concern among home builders is that by requiring not only a twenty-foot setback along the front of the lot, an additional 20 feet between the alley and garage made an alley unfunctional

and not practical. The proposal is to change the setback between an alley and a garage back to 5' which was the previous standard. Additionally, this section of code required a home to front a street and didn't allow frontage on an open space, paseo, or common green. This application addresses that as well.

Another small aspect of this is to also amend the TNZ design manual and form-based code guidelines which were also previously amended to reflect the changes two years ago. This amendment would revert those requirements to the 5-foot setback as was the previous standard.

Proposed Changes:
The proposed revisions are attached as Exhibit A, B, C & D.

- The additions are underlined in blue
- The removals are crossed out in ~~red~~

RECOMMENDATION:
Planning Commission held a public hearing on October 28, 2025, to receive comments on the proposed changes to Title 10. No public comment was received but the Planning Commission had a lengthy discussion primarily regarding on-street parking and frontage on open space. Ultimately, they recommend approval of the changes as presented with a 5-1 vote.

ALTERNATIVES:

1. Approve as presented.
2. Approve with changes.
3. Deny the changes.
4. Continue the proposed zoning regulation amendment to a later date.

POSSIBLE MOTION:
"I move that we approve the changes to Title 10-19-3 and the TNZ Design Manual as proposed by SUBHA and contained in exhibit 'A' and 'B', case no. 2025-ZRA-012, based on the findings listed in the staff report and the recommendation of the Planning Commission."

FINDINGS:

1. It is in the best interest of the City to update the City municipal code periodically.
2. SUHBA has submitted an application for a Zoning Regulation Amendment seeking to revise the alley-to-garage setback from 25 feet down to 5 feet, restoring the prior standard that allowed for more functional alley-loaded garage configurations.
3. That the existing code language also requires all dwelling units to front on a public street, which has prevented homes from fronting on open spaces, paseos, or common greens—an issue addressed within the proposed amendment.
4. The proposed amendment also includes corresponding updates to the TNZ Design Manual and Form-Based Code guidelines to ensure consistency with the restored 5-foot alley setback and related frontage provisions.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-19-3(B)(6)

10-19-3:
ACCESS TO INDIVIDUAL PARKING SPACES:

Except for single-family and two (2) family dwellings, access to each parking space shall be from a private driveway and not from a public street, unless all driveway separation requirements are met.

A. *One (1) Way Driveway Width:* One (1) way driveways shall be a minimum of twelve feet (12') in width.

B. *Two (2) Way Driveway Width:* Two (2) way driveways shall be of a minimum width as follows:

1. Twelve feet (12') for a single-family dwelling, providing access to parking spaces directly off of a street without having to go past another building.

2. Sixteen feet (16') for a single-family or a two (2) family dwelling that must go past another building to access parking spaces, with a minimum unobstructed two foot (2') width on both sides of the driveway; or a two (2) family dwelling, providing access to parking spaces directly off of a street without having to go past another building.

3. Eighteen feet (18') for a single-family or a two (2) family dwelling that must go past another building to access parking spaces where there are obstructions (i.e., walls, trees, etc.) adjacent to one (1) or both sides of the driveway.

4. Twenty-eight feet (28') for commercial, manufacturing and all other residential developments for the drive approach, and twenty-five feet (25') for the drive aisles.

5. Additionally, a minimum of twenty feet (20') is required for any dwelling or building when any portion of an exterior wall of the first story is located more than one hundred fifty feet (150') from fire department vehicle access. Vertical clearance, surface, turnarounds and other requirements contained in the International Fire Code shall apply. Exceptions and modifications may apply as approved by the fire chief.

6. Garages accessed by a twenty-foot (20') wide paved rear alley shall have a minimum ~~twenty foot (20')~~ five (5') foot setback from the alley; provided, that the dwelling fronts on:

a. A public street; or

b. A private street which meets the public street pavement-width standard.

c. A common green, paseo or similar open space, so long as there is a pedestrian access to a public or private street.

C. *Garage and Carport Spaces:* Garage and carport spaces shall be counted as one (1) parking space unless such garage or carport is a minimum of four hundred (400) square feet with a minimum width of twenty feet (20'). (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023;

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-25D-3(c)(4)

4. *Frontage:* All subdivision lots shall have frontage on a dedicated public street improved to city standards, unless the use of a private street has been approved by the land use authority. Lots in which the homes are fronting a designated common green space, paseo, or similar open space that provides pedestrian access to a public or private street are allowed. Private streets, alleys, or ways shall not be approved except when the city engineer, or designee finds that public dedication is not necessary. Where determined that public streets are needed for area circulation, property access, or the overall benefit of the driving public, private streets shall not be used. Master-planned roads cannot be private.

EXHIBIT C

PROPOSED CHANGES TO TITLE 10-20-9(A)

A. *Residential:* In residential developments and subdivisions, an alley may provide access to a garage located to the rear of a dwelling. ~~An alley is permitted only if it provides a secondary vehicular access to a dwelling unit.~~

EXHIBIT D

PROPOSED CHANGES TO TNZ DESIGN MANUAL & FORM BASED CODE

3.4 PARKING STANDARDS

Standard A: Placement. All off-street parking shall be located twenty-five feet (25') behind the frontline of buildings. Parking lots are not a permitted frontage form in a Traditional Neighborhood Zone. Notwithstanding the foregoing, commercial structures occupying a corner lot may have a parking lot fronting one side of the lot. Such a parking lot must be set back at least fifteen feet (15') from the back of sidewalk and screened from the street by at least a three and a half feet (3' 1/2) high landscaped berm or a solid masonry fence setback at least ten feet (10') from back of sidewalk. Parking standards in city ordinance, Title 10 Chapter 19, apply unless provided otherwise herein.

Standard B: Access. Off-street parking shall be accessed by lane, alley, or driveway. Lane or alley access to off-street parking is strongly preferred. If covered parking is provided within a garage, each dwelling unit may tandem park, if the garage and tandem parking spaces are associated with the same unit.

Standard C: Alley garages. Garages accessed from an alley must be set back a minimum of ~~twenty-~~five feet (~~2~~5') from the alley. Alley accessed garages must be set back a minimum of twenty feet (20'), measured from back of sidewalk or back of curb where no sidewalk exists, to qualify for tandem parking.

EXHIBIT E

POWERPOINT PRESENTATION

TITLE 10 & TNZ MANUAL ALLEY SETBACK SUHBA REQUEST 2025-ZRA-012

CODE CHANGES

Request:

1. Alley setbacks to be reduced from 25’ to 5’
2. To allow a lot to front open space, a paseo, common green, etc.

10-19-3(B)(6)

PROPOSED CHANGES TO TITLE 10-19-3(B)(6)

10-19-3:

ACCESS TO INDIVIDUAL PARKING SPACES:

6. Garages accessed by a twenty-foot (20') wide paved rear alley shall have a minimum ~~twenty foot (20')~~ five (5') foot setback from the alley; provided, that the dwelling fronts on:

a. A public street; or

b. A private street which meets the public street pavement-width standard.

c. A common green, paseo or similar open space, so long as there is a pedestrian access to a public or private street.

10-25D-3(C)(4)

4

4. *Frontage:* All subdivision lots shall have frontage on a dedicated public street improved to city standards, unless the use of a private street has been approved by the land use authority. Lots in which the homes are fronting a designated common green space, paseo, or similar open space that provides pedestrian access to a public or private street are allowed. Private streets, alleys, or ways shall not be approved except when the city engineer, or designee finds that public dedication is not necessary. Where determined that public streets are needed for area circulation, property access, or the overall benefit of the driving public, private streets shall not be used. Master-planned roads cannot be private.

10-20-9(A)

PROPOSED CHANGES TO TITLE 10-20-9(A)

A. Residential: In residential developments and subdivisions, an alley may provide access to a garage located to the rear of a dwelling. ~~An alley is permitted only if it provides a secondary vehicular access to a dwelling unit.~~

PROPOSED CHANGES TO TNZ DESIGN MANUAL & FORM BASED CODE

3.4 PARKING STANDARDS

Standard A: Placement. All off-street parking shall be located twenty-five feet (25') behind the frontline of buildings. Parking lots are not a permitted frontage form in a Traditional Neighborhood Zone. Notwithstanding the foregoing, commercial structures occupying a corner lot may have a parking lot fronting one side of the lot. Such a parking lot must be set back at least fifteen feet (15') from the back of sidewalk and screened from the street by at least a three and a half feet (3' 1/2) high landscaped berm or a solid masonry fence setback at least ten feet (10') from back of sidewalk. Parking standards in city ordinance, Title 10 Chapter 19, apply unless provided otherwise herein.

Standard B: Access. Off-street parking shall be accessed by lane, alley, or driveway. Lane or alley access to off-street parking is strongly preferred. If covered parking is provided within a garage, each dwelling unit may tandem park, if the garage and tandem parking spaces are associated with the same unit.

Standard C: Alley garages. Garages accessed from an alley must be set back a minimum of ~~twenty-~~five feet (~~2~~5') from the alley. Alley accessed garages must be set back a minimum of twenty feet (20'), measured from back of sidewalk or back of curb where no sidewalk exists, to qualify for tandem parking.

“I MOVE THAT WE APPROVE THE CHANGES TO TITLE 10 AND THE TNZ DESIGN MANUAL AS PROPOSED BY SUBHA AND CONTAINED IN EXHIBIT ‘A’ AND ‘B’, CASE NO. 2025-ZRA-012, BASED ON THE FINDINGS LISTED IN THE STAFF REPORT AND THE POSITIVE RECOMMENDATION FROM THE CITY COUNCIL.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF TITLE 10 AND THE TNZ (TRADITIONAL NEIGHBORHOOD ZONE) MANUAL & FORM BASED CODE TO MODIFY SETBACK STANDARDS ON ALLEYS AND ALLOW FRONTAGE ON OPEN SPACE. CASE NO. 2025-ZRA-012

WHEREAS, after careful consideration, the city council has determined that amending portions of Title 10 and the TNZ Manual and Form Based Code to modify setback standards on alleyways and allow frontage on open space is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on October 28, 2025, and thereafter forwarded a recommendation for approval of the requested zoning regulation amendment to the City Council with a 5-1 vote; and

WHEREAS, the City Council held a public meeting on December 4, 2025, on the requested code amendment; and

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

Section 1. Repealer. Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 4th day of December 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

10-19-3:

ACCESS TO INDIVIDUAL PARKING SPACES:

Except for single-family and two (2) family dwellings, access to each parking space shall be from a private driveway and not from a public street, unless all driveway separation requirements are met.

A. *One (1) Way Driveway Width:* One (1) way driveways shall be a minimum of twelve feet (12') in width.

B. *Two (2) Way Driveway Width:* Two (2) way driveways shall be of a minimum width as follows:

1. Twelve feet (12') for a single-family dwelling, providing access to parking spaces directly off of a street without having to go past another building.

2. Sixteen feet (16') for a single-family or a two (2) family dwelling that must go past another building to access parking spaces, with a minimum unobstructed two foot (2') width on both sides of the driveway; or a two (2) family dwelling, providing access to parking spaces directly off of a street without having to go past another building.

3. Eighteen feet (18') for a single-family or a two (2) family dwelling that must go past another building to access parking spaces where there are obstructions (i.e., walls, trees, etc.) adjacent to one (1) or both sides of the driveway.

4. Twenty-eight feet (28') for commercial, manufacturing and all other residential developments for the drive approach, and twenty-five feet (25') for the drive aisles.

5. Additionally, a minimum of twenty feet (20') is required for any dwelling or building when any portion of an exterior wall of the first story is located more than one hundred fifty feet (150') from fire department vehicle access. Vertical clearance, surface, turnarounds and other requirements contained in the International Fire Code shall apply. Exceptions and modifications may apply as approved by the fire chief.

6. Garages accessed by a twenty foot (20') wide paved rear alley shall have a minimum ~~twenty foot (20')~~ five (5') foot setback from the alley; provided, that the dwelling fronts on:

a. A public street; or

b. A private street which meets the public street pavement-width standard.

c. A common green, paseo or similar open space accessible from a public street to pedestrians from a public street meeting the public street standard for pavement width.

C. *Garage and Carport Spaces:* Garage and carport spaces shall be counted as one (1) parking space unless such garage or carport is a minimum of four hundred (400) square feet with a minimum width of twenty feet (20'). (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023; Ord. 2025-060, 8-7-2025)

10-20-9:

ALLEY ACCESS IN RESIDENTIAL AND COMMERCIAL DEVELOPMENTS AND SUBDIVISIONS:

A. *Residential:* In residential developments and subdivisions, an alley may provide access to a garage located to the rear of a dwelling. ~~An alley is permitted only if it provides a secondary vehicular access to a dwelling unit.~~

B. *Commercial:* In commercial developments and subdivisions, an alley shall be permitted only if it provides a secondary vehicular access to the rear entrance of a commercial building or unit. Alleys shall not face a public street. (Ord. 2019-10-002, 10-10-2019)

10-25D-3(C)(4):

IMPROVEMENTS REQUIRED:

4. *Frontage:* All subdivision lots shall have frontage on a dedicated public street improved to city standards, unless the use of a private street has been approved by the land use authority or it is fronting a dedicated open space and providing access to the rear of the lot. Private streets, alleys, or ways shall not be approved except when the city engineer or designee finds that public dedication is not necessary. Where determined that public streets are needed for area circulation, property access, or the overall benefit of the driving public, private streets shall not be used. Master-planned roads cannot be private.

TNZ Manual

Standard 3:

Standard C: Alley garages. Garages accessed from an alley must be set back a minimum of ~~twenty-~~ five feet (~~2~~5') from the alley. Alley accessed garages must be set back a minimum of twenty feet (20'), measured from back of sidewalk or back of curb where no sidewalk exists, to qualify for tandem parking.

Agenda Date: 12/04/2025 **Agenda Item Number:** 16

Subject:

Consider approval of Ordinance No. 2025-108 amending City Code Title 1, Chapter 13 Disposal of City-Owned Real Property, to add a paragraph titled "1-13-6: Disposal of Police Department-Owned Firearms"

Item at-a-glance:

Staff Contact: Kyle Whitehead

Applicant Name: SGPD

Reference Number: N/A

Address/Location:

N/A

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

The Police Department has historically presented and currently presents a retiring officer with their firearm upon retirement from the City. While not universal, it is common practice in police departments throughout Utah and the United States.

Staff Narrative (need/purpose):

This practice should be codified to include a provision that the Police Department may adopt a policy regarding the process for presentation of an officer's firearm upon the officer's retirement. The Police Department has prepared a policy which it shall implement pending approval by City Council of this code revision.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval

Attachments

ST. GEORGE CITY, UTAH
ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1 CHAPTER 13 OF THE ST. GEORGE CITY CODE TO ADD A PROVISION REGARDING THE DISPOSAL OF POLICE DEPARTMENT-OWNED FIREARMS

WHEREAS, the City of St. George Police Department provides City-owned firearms to its officers for use in their law enforcement duties while employed by the City; and

WHEREAS, the Police Department has from time to time offered a retiring officer's service firearm to the officer at no cost or at the City's original purchase price; and

WHEREAS, the City of St. George finds that there is a need to amend its City Code to reflect this practice; and

WHEREAS, the City of St. George finds it is in the best interest of the City to delegate the policy and process for disposal of service firearms to the Chief of Police; and

WHEREAS, the most effective and practical way to accomplish the process for disposal is through a policy adopted by the Police Department, subject to federal and Utah state law.

NOW, THEREFORE, the City Council of the City of St. George, State of Utah, hereby amends Title 1 Section 13 to add §13-1-6 as follows and as indicated in the updated ordinance section attached hereto as Exhibit A and incorporated by reference:

1-13-6: Disposal of Police Department-Owned Firearms

Consistent with the above provisions, the Police Department may adopt further policies regarding the process for the disposal of city-owned firearms, except that city council approval is not required.

PASSED AND ADOPTED by the City Council of the City of St. George this _____ day of December, 2025.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Alicia Carlton, Assistant City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

CHAPTER 13

DISPOSAL OF CITY-OWNED REAL PROPERTY

1-13-1: Definitions
1-13-2: Disposal Of Property Authorized
1-13-3: Personal Property
1-13-4: Determination Of Real Property In Public Use
1-13-5: Surplus Property

1-13-6: Disposal of Police Department-Owned Firearms

1-13-1:

DEFINITIONS:

As used in this chapter:

CITY-OWNED PROPERTY: Any parcel of real property or personal property owned by the city excluding real property held jointly with other entities under the Utah Interlocal Cooperation Act, Utah Code Annotated 11-13-101 et seq., or real property purchased and held under the Utah Redevelopment Agencies Act, Utah Code Annotated 17B-4-101 et seq.

DISPOSAL: The alienation of city-owned property by public sale, appropriate private sale, exchange, exchange and sale, option to purchase, lease, lease with an option to purchase, rental, trade-in, trade, public auction, public advertisement for sealed bids, transfer of title, or any other lawful manner or means.

SIGNIFICANT PARCEL: Any parcel of real property in public use or with an estimated fair market value of five hundred thousand dollars ($500,000.00) or more.

SURPLUS PROPERTY: Any parcel of real property or personal property which is not in public use and/or is not a significant parcel. (Ord. 2004-01-007, 1-15-2004; amd. Ord. 2022-12-007, 12-15-2022)

1-13-2:

DISPOSAL OF PROPERTY AUTHORIZED:

The city council may dispose of, or control the disposition of, any city property, real or personal (including lost or abandoned property, and property whereby the city has any legal or equitable interest), the disposition of which is determined to be in the public interest and in accordance with good property management. The disposition of property, or any interest therein, may be by public sale, appropriate private sale, exchange, exchange and sale, option to purchase, lease, lease with an option to purchase, rental, trade-in, public auction, public advertisement for sealed bids, or any other lawful manner or means. Such disposition shall not be for less than fair market value unless otherwise permitted by law, and such consideration may be other than monetary. (Ord. 2004-01-007, 1-15-2004; amd. Ord. 2022-12-007, 12-15-2022)

1-13-3:

PERSONAL PROPERTY:

The power to dispose of surplus, obsolete, or unusable personal property held by the city is vested in the city manager, and such disposition may be made in any manner consistent with city policy and this code. The city manager shall have discretion, subject to the best interests of the city and its residents and in accordance with good property management techniques, over the disposition and manner of disposition of surplus, obsolete or unusable personal property. (Ord. 2004-01-007, 1-15-2004; amd. Ord. 2022-12-007, 12-15-2022)

1-13-4:

DETERMINATION OF REAL PROPERTY IN PUBLIC USE:

A. *Approval Of City Council:* The determination of real property in public use, regardless of the value thereof, shall be made by the city council in an open meeting. In the event of a significant parcel as defined, prior to any disposal, the city council must first hold a public hearing with proper notice as set forth in this code and under Utah law.

B. *Real Property In Public Use:* Real property in public use is deemed to be a significant parcel and includes but is not limited to:

1. Realty and improvements thereon in actual current use or which is anticipated to be used as governmental offices or other public buildings, courthouses, jails, police stations, fire stations, developed parks or other recreational or entertainment facilities, utilities, cemeteries, animal control facilities, hospitals or other health facilities, facilities for the welfare of the indigent, sanitary landfills, or any other realty or improvement thereon held for the benefit or advantage of the general public and not confined to use by privileged or particular individuals, without regard to whether that use may be classified as governmental or proprietary; and/or

2. Realty and improvements that have benefit and add to the general health, safety, and welfare of the community including, but not limited to, open space, golf courses, trails, utilities, parks, sports fields, development buffers, flood plain protection, river or waterways, critical lands, hillsides, viewshed areas, geologic hazard areas, or historic value areas, which are held for the benefit or advantage of the general public.

C. *Public Hearing:* The public shall be allowed to comment on any proposed disposal of a significant parcel of city-owned real property. Comment shall be made in the following manner to be designated prior to the disposal by the city manager:

1. In writing, submitted to the city recorder by the time and date set by the city manager; or

2. In a public meeting, the time and date of which shall be set by the city council.

D. *Notice:* Not less than fourteen (14) days' notice shall be given prior to the disposal of a significant parcel of city-owned real property. The notice shall state whether public comment will be taken in writing along with the deadline for the submission, or in a public meeting along with the date, time, and place of the meeting. Notice shall be as provided by law.

E. *Determination:* With respect to the disposition of significant real property as defined, the city council shall, after the appropriate public hearing, determine in its discretion whether the significant real property may be sold or otherwise disposed of, directing staff to effect the decision, and authorizing the mayor to execute all necessary documents where appropriate.
(Ord. 2022-12-007, 12-15-2022)

1-13-5:

SURPLUS PROPERTY:

A. City-owned real or personal property which is not in public use may be declared surplus property.

B. *Approval By City Council:* The city council shall determine whether property is in the public use or surplus prior to any sale or disposition of the property.

C. *Disposal Of Surplus Property:* Any surplus property may be disposed of by the city. The city council may delegate the authority to dispose of surplus property to the city manager after the determination of surplus is made. (Ord. 2022-12-007, 12-15-2022)

1-13-6:

DISPOSAL OF POLICE DEPARTMENT-OWNED FIREARMS

Consistent with the above provisions, the Police Department may adopt further policies regarding the process for the disposal of city-owned firearms, except that city council approval is not required.

The St. George City Code is current through Ordinance 2025-049, passed June 19, 2025.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

City Website: www.sgcity.org
City Telephone: (435) 627-4000

Hosted by General Code.