AMENDED 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, July 16, 2026, commencing at 5:00 p.m.

The amended agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

2. Consent Calendar.

a. Consider approval to award bid to Interstate Rock for the Bloomington Country Club Water Tank.

BACKGROUND and RECOMMENDATION: This item is to award a bid for the replacement and upsizing of the current Bloomington Country Club water tank. The Bloomington Country Club water tank serves Bloomington, Sun River, the East Bloomington pump station, and Desert Color. The current tank has been in service since the 1970s, is in need of repair and is undersized for the growth in the area. The city requested bids and 7 bids were received back. Interstate Rock was the low bid with a total bid of $3,100,696.49. Staff recommends award of the bid to Interstate Rock.

b. Consider approval of purchasing playground equipment through state contract with PlaySpace Designs for the Curly Hollow Adventure Park.

BACKGROUND and RECOMMENDATION: This item is for the purchase of playground equipment from PlaySpace Designs through a state contract for the Curly Hollow Park. Curly Hollow Adventure Park is a new community park that will be located on Tonaquint Drive across from Dixie Intermediate. PlaySpace worked with the city to design the playground on the central hill, rock features in the splash pad and adjacent to the playground, and an obstacle course. The playground will incorporate multiple features including concrete slides, faux rock climbing features tie in the climbing wall theme, a rope swing, cliff rider, multiple climbing obstacles and sand play area for younger users. PlaySpace Designs quoted $1,233,072.77 for all of these features. The Curly Hollow Park project is a 2023 General Obligation Bond project and is included in the Parks Master Plan. Staff recommends approval.

c. **Consider approval of the purchase of Novotx LLC asset and work management software through a cooperative contract.**

BACKGROUND and RECOMMENDATION: Novotx LLC is an asset and work management software utilized to track assets and work orders across the city. The city's current asset management software was recently purchased by another company and is undergoing significant changes and a substantial price increase. Staff evaluated alternative software solutions and determined that Novotx offered a more cost effective option. The purchase of Novotx is available through a cooperative contract in the amount of $176,300. Staff recommends approval.

d. **Consider approving the acceptance of a $167,132.00 grant award from the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA).**

BACKGROUND and RECOMMENDATION: The St. George Police Department serves as the fiduciary for the Washington County Drug Task Force (WCDTF). Partnering with both the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) and the WCDTF, we collectively address the challenge of illicit drug distribution in Washington County, including St. George City. A long-standing partnership exists among St. George City, WCDTF, and RMHIDTA, reflecting a history of grant funding used for various investigative and personnel costs critical to their mission.

e. **Consider approval of the continued sponsorship of the Lions' Club 92nd annual Dixie Round Up Rodeo and the approval to have a Beer Garden for the 6th year at the event being held September 17- 19, 2026 at the Dixie Sun Bowl.**

BACKGROUND and RECOMMENDATION: This annual event, held at the Dixie Sun Bowl, includes evening rodeos Thursday-Saturday from 6:00pm-11:00pm, with a Beer Garden during that time, and a parade on Saturday at 9:00am. The sponsorship request includes permitting a Beer Garden, and the fee waivers of the following: 1)Special Event Permit Application fee ($150); 2) Sublicense fee ($5 per vendor); 3) Annual Alcohol Permit fee ($500); 4) Local Consent Application fee ($50); 5) Security fee; 6) Encroachment fees ($650); and 7)Water hydrant meter fee; and deposit application fee ($2,000). (Encroachment & Water Fees are based on 2025 estimates.) Staff recommends approval with the condition that the applicant obtain insurance with the correct endorsements and all permit applications are approved prior to the event.

f. **Consider approval of the minutes from the meetings held on June 18, 2026 (work meeting); June 18, 2026 (regular meeting); and July 2, 2026.**

3. **Public hearing and consideration of Ordinance No. 2026-051 to vacate approximately 613 feet of platted right-of-way at the south end of Desert Color Parkway.**

BACKGROUND and RECOMMENDATION: A roadway dedication plat for Desert Color Parkway and Lagoon Parkway Roadway was recorded in 2019. Intermountain Health is building a clinic in the Desert Color development and as part of the construction design they are relocating the roadway to fit their layout. The road will continue in a

southerly direction and eventually connect to Desert Sage Parkway. The Joint Utilities Commission recommended approval.

4. **Consider approval of Ordinance No. 2026-052 amending the Desert Color Planned Development Commercial zone on approximately 1.28 acres located east of Desert Color Parkway, between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-016 - McDonald's Desert Color)**

   BACKGROUND and RECOMMENDATION: The proposal is for a fast food restaurant (McDonald's) in the Desert Color PD-C (Planned Development Commercial) zone. At their meeting held on June 23, 2026, the Planning Commission held a public hearing and recommend approval with two conditions, with a vote of 7-0; there were no public comments.

5. **Consider approval of Resolution No. 2026-016R amending and adopting fees for various services.**

   BACKGROUND and RECOMMENDATION: This item proposes amendments to the City's Master Fee Schedule to correct certain water rates and establish fees for the FY 2027 Dixie Days Golf Tournament. The Master Fee Schedule was originally adopted on June 18, 2026. The proposed amendment updates water rates for the Outside City, Qualified PUD, and Exempt customer classifications to align with the water rate adjustments adopted this year for all other customer classifications. The adjustments vary by meter size and usage tier, as detailed in the attached exhibit. In addition, staff proposes establishing a fee for the Dixie Days Golf Tournament to be held during FY 2027. The proposed fee is $125 per player or $500 per four-person team. Staff recommends approval.

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

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

8. **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 — July 14, 2026 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.

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5. **Consider approval of Resolution No. 2026-xxxR to amend the Master Fee Schedule for fees related to water rates for outside city.**

   BACKGROUND and RECOMMENDATION: This item proposes amendments to the City's Master Fee Schedule to correct certain water rates and establish fees for the FY 2027 Dixie Days Golf Tournament. The Master Fee Schedule was originally adopted on June 18, 2026. The proposed amendment updates water rates for the Outside City, Qualified PUD, and Exempt customer classifications to align with the water rate adjustments adopted this year for all other customer classifications. The adjustments vary by meter size and usage tier, as detailed in the attached exhibit. In addition, staff proposes establishing a fee for the Dixie Days Golf Tournament to be held during FY 2027. The proposed fee is $125 per player or $500 per four-person team. Staff recommends approval.

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Agenda Date: 07/16/2026 **Agenda Item Number:** 2a

Subject:

Consider approval to award bid to Interstate Rock for the Bloomington Country Club Water Tank.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: John

Reference Number: 26-278

Address/Location:

Country Club Tank Site

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

This item is to award a bid for the replacement and upsizing of the current Bloomington Country Club water tank. The Bloomington Country Club water tank serves Bloomington, Sun River, the East Bloomington pump station, and Desert Color. The current tank has been in service since the 1970s, is in need of repair and is undersized for the growth in the area. The city requested bids and 7 bids were received back. Interstate Rock was the low bid with a total bid of $3,100,696.49. Staff recommends award of the bid to Interstate Rock.

Staff Narrative (need/purpose):

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Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $3,100,696.49

Amount approved in current FY budget for item: $2,500,000

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

Another project will be reduced to cover the overage from the original budget.

Description of funding source:

Water Utility Fund - user fees and charges.

Recommendation (Include any conditions):

Staff recommends award to Interstate Rock.

Attachments

							Cox Contracting, Inc. (		ber Construction, Inc. (		ate Rock Products, Inc.		iot Construction, LLC (		Phaze Concrete (U28)		uild Construction, Inc.		aker Construction Co.	
						Total Cost	$ 3,914,703.95		$ 6,379,885.0		$ 3,100,696.49		$ 3,147,012.8		$ 3,263,714.315		$ 4,896,697.0		$ 3,845,730.0	
						Selected #	0		0		0		0		0		0		0	
						Selected ($)	$ 0		$ 0		$ 0		$ 0		$ 0		$ 0		$ 0	
#	Locked	Items	Selected	Lowest	QuantityRe	UnitofMeas	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
0	No Basket (31)																			
#0-1	FALSE	Erosion Co	$ 0	$ 6,550.0	1	L.S.	$ 19,040.0	$ 19,040.0	$ 36,000.0	$ 36,000.0	$ 6,550.0	**$ 6,550.0**	$ 6,990.0	$ 6,990.0	$ 15,054.78	$ 15,054.78	$ 15,000.0	$ 15,000.0	$ 17,700.0	$ 17,700.0
#0-2	FALSE	Mobilizatio	$ 0	$ 65,900.0	1	L.S.	$ 313,000.(	$ 313,000.0	$ 194,000.(	$ 194,000.0	$ 65,900.0	**$ 65,900.0**	$ 118,760.(	$ 118,760.0	$ 190,425.(	$ 190,425.6	$ 135,000.(	$ 135,000.0	$ 355,500.(	$ 355,500.0
#0-3	FALSE	Exploraton	$ 0	$ 3,600.0	20	Hourly	$ 436.8	$ 8,736.0	$ 720	$ 14,400.0	$ 180	**$ 3,600.0**	$ 275	$ 5,500.0	$ 493.92	$ 9,878.4	$ 350	$ 7,000.0	$ 390	$ 7,800.0
#0-4	FALSE	Selective D	$ 0	$ 660.0	40	Hourly	$ 716.8	$ 28,672.0	$ 590	$ 23,600.0	$ 16.5	**$ 660.0**	$ 302.5	$ 12,100.0	$ 306.44	$ 12,257.6	$ 380	$ 15,200.0	$ 640	$ 25,600.0
#0-5	FALSE	Water Tanl	$ 0	$ 32,000.0	1	Each	$ 66,080.0	$ 66,080.0	$ 151,000.(	$ 151,000.0	$ 32,000.0	**$ 32,000.0**	$ 33,000.0	$ 33,000.0	$ 36,791.26	$ 36,791.26	$ 36,000.0	$ 36,000.0	$ 59,100.0	$ 59,100.0
#0-6	FALSE	Concrete H	$ 0	$ 10,049.0	1	Each	$ 21,910.0	$ 21,910.0	$ 54,000.0	$ 54,000.0	$ 20,700.0	$ 20,700.0	$ 10,049.0	**$ 10,049.0**	$ 13,953.72	$ 13,953.72	$ 20,000.0	$ 20,000.0	$ 21,900.0	$ 21,900.0
#0-7	FALSE	15.5' x 13.5	$ 0	$ 94,330.0	1	Each	$ 122,065.(	$ 122,065.0	$ 242,000.(	$ 242,000.0	$ 105,000.(	$ 105,000.0	$ 94,330.0	**$ 94,330.0**	$ 100,615.5	$ 100,615.5	$ 200,000.(	$ 200,000.0	$ 134,500.(	$ 134,500.0
#0-8	FALSE	Clearing an	$ 0	$ 2,327.39	1.75	Acre	$ 2,016.0	$ 3,528.0	$ 12,000.0	$ 21,000.0	$ 1,550.0	$ 2,712.5	$ 5,500.0	$ 9,625.0	$ 1,329.94	**$ 2,327.395**	$ 7,000.0	$ 12,250.0	$ 1,800.0	$ 3,150.0
#0-9	FALSE	Tank Rock I	$ 0	$ 310,500.(	27000	C.Y.	$ 16.8	$ 453,600.0	$ 39	$ 1,053,000.	$ 11.5	**$ 310,500.0**	$ 11.55	$ 311,850.0	$ 13.82	$ 373,140.0	$ 20	$ 540,000.0	$ 15	$ 405,000.0
#0-10	FALSE	Roadway E	$ 0	$ 1,045.25	185	C.Y.	$ 19.07	$ 3,527.950	$ 220	$ 40,700.0	$ 5.65	**$ 1,045.25**	$ 52.8	$ 9,768.0	$ 41.87	$ 7,745.95	$ 222	$ 41,070.0	$ 21	$ 3,885.0
#0-11	FALSE	Untreated	$ 0	$ 14,550.0	300	C.Y.	$ 97.44	$ 29,232.0	$ 190	$ 57,000.0	$ 48.5	**$ 14,550.0**	$ 52.8	$ 15,840.0	$ 53.26	$ 15,978.0	$ 54	$ 16,200.0	$ 87	$ 26,100.0
#0-12	FALSE	Chain Link	$ 0	$ 30,590.0	805	L.F.	$ 45	$ 36,225.0	$ 83	$ 66,815.0	$ 42.96	$ 34,582.8	$ 49.01	$ 39,453.04	$ 40.77	$ 32,819.85	$ 38	**$ 30,590.0**	$ 45	$ 36,225.0
#0-13	FALSE	Double Cha	$ 0	$ 2,210.0	65	L.F.	$ 34	**$ 2,210.0**	$ 290	$ 18,850.0	$ 52.42	$ 3,407.3	$ 49.01	$ 3,185.65	$ 58.74	$ 3,818.1	$ 47	$ 3,055.0	$ 34	**$ 2,210.0**
#0-14	FALSE	72" Straigh	$ 0	$ 10,705.6	1	Each	$ 32,480.0	$ 32,480.0	$ 17,000.0	$ 17,000.0	$ 11,100.0	$ 11,100.0	$ 12,100.0	$ 12,100.0	$ 10,705.6	**$ 10,705.6**	$ 14,000.0	$ 14,000.0	$ 29,000.0	$ 29,000.0
#0-15	FALSE	14" C-900 F	$ 0	$ 34,315.6	405	L.F.	$ 218.4	$ 88,452.0	$ 270	$ 109,350.0	$ 140	$ 56,700.0	$ 136.4	$ 55,242.0	$ 84.73	**$ 34,315.65**	$ 183	$ 74,115.0	$ 195	$ 78,975.0
#0-16	FALSE	16" C-900 F	$ 0	$ 44,550.0	405	L.F.	$ 229.6	$ 92,988.0	$ 330	$ 133,650.0	$ 110	**$ 44,550.0**	$ 169.4	$ 68,607.0	$ 117.47	$ 47,575.35	$ 257	$ 104,085.0	$ 205	$ 83,025.0
#0-17	FALSE	10" Electro	$ 0	$ 79.7	1	Each	$ 91,280.0	$ 91,280.0	$ 94,000.0	$ 94,000.0	$ 67,200.0	$ 67,200.0	$ 79.7	**$ 79.7**	$ 69,231.75	$ 69,231.75	$ 80,000.0	$ 80,000.0	$ 81,500.0	$ 81,500.0
#0-18	FALSE	8" C-900 PV	$ 0	$ 3,889.6	52	L.F.	$ 364	$ 18,928.0	$ 510	$ 26,520.0	$ 217.07	$ 11,287.64	$ 178.2	$ 9,266.4	$ 74.8	**$ 3,889.6**	$ 266	$ 13,832.0	$ 325	$ 16,900.0
#0-19	FALSE	18" C-900 F	$ 0	$ 71,584.7	590	L.F.	$ 240.8	$ 142,072.0	$ 300	$ 177,000.0	$ 150	$ 88,500.0	$ 155	$ 91,450.0	$ 121.33	**$ 71,584.7**	$ 206	$ 121,540.0	$ 215	$ 126,850.0
#0-20	FALSE	8" Gate Val	$ 0	$ 3,291.83	1	Each	$ 4,793.0	$ 4,793.0	$ 5,000.0	$ 5,000.0	$ 4,800.0	$ 4,800.0	$ 4,070.0	$ 4,070.0	$ 3,291.83	**$ 3,291.83**	$ 7,000.0	$ 7,000.0	$ 4,280.0	$ 4,280.0
#0-21	FALSE	10" Gate V	$ 0	$ 4,124.09	1	Each	$ 6,328.0	$ 6,328.0	$ 6,500.0	$ 6,500.0	$ 5,600.0	$ 5,600.0	$ 5,170.0	$ 5,170.0	$ 4,124.09	**$ 4,124.09**	$ 7,800.0	$ 7,800.0	$ 5,650.0	$ 5,650.0
#0-22	FALSE	14" Butterf	$ 0	$ 6,610.0	1	Each	$ 7,403.0	$ 7,403.0	$ 31,000.0	$ 31,000.0	$ 6,700.0	$ 6,700.0	$ 7,700.0	$ 7,700.0	$ 28,142.27	$ 28,142.27	$ 45,000.0	$ 45,000.0	$ 6,610.0	**$ 6,610.0**
#0-23	FALSE	16" Butterf	$ 0	$ 1,990.0	1	Each	$ 29,568.0	$ 29,568.0	$ 21,000.0	$ 21,000.0	$ 23,000.0	$ 23,000.0	$ 1,990.0	**$ 1,990.0**	$ 24,536.0	$ 24,536.0	$ 35,000.0	$ 35,000.0	$ 26,400.0	$ 26,400.0
#0-24	FALSE	Connectior	$ 0	$ 3,860.0	2	Each	$ 2,161.5	$ 4,323.0	$ 18,000.0	$ 36,000.0	$ 3,650.0	$ 7,300.0	$ 7,700.0	$ 15,400.0	$ 4,123.21	$ 8,246.42	$ 12,000.0	$ 24,000.0	$ 1,930.0	**$ 3,860.0**
#0-25	FALSE	Connectior	$ 0	$ 1,020.0	1	Each	$ 2,049.0	$ 2,049.0	$ 7,900.0	$ 7,900.0	$ 3,650.0	$ 3,650.0	$ 2,750.0	$ 2,750.0	$ 1,803.24	$ 1,803.24	$ 1,020.0	**$ 1,020.0**	$ 1,830.0	$ 1,830.0
#0-26	FALSE	2" Air/Vac	$ 0	$ 9,106.2	2	Each	$ 20,048.0	$ 40,096.0	$ 6,100.0	$ 12,200.0	$ 7,500.0	$ 15,000.0	$ 5,650.0	$ 11,300.0	$ 4,553.1	**$ 9,106.2**	$ 8,000.0	$ 16,000.0	$ 17,900.0	$ 35,800.0
#0-27	FALSE	2.5 Million	$ 0	$ 2,068,56	1	L.S.	$ 2,157,70	$ 2,157,709.	$ 3,526,00(	$ 3,526,000.	$ 2,103,22	$ 2,103,221	$ 2,103,67	$ 2,103,677.	$ 2,068,56	**$ 2,068,567**	$ 3,200,00(	$ 3,200,000	$ 2,161,50(	$ 2,161,500.0
#0-28	FALSE	4" Single W	$ 0	$ 13,920.0	480	L.F.	$ 44.8	$ 21,504.0	$ 270	$ 129,600.0	$ 29	**$ 13,920.0**	$ 55	$ 26,400.0	$ 30.33	$ 14,558.4	$ 108	$ 51,840.0	$ 40	$ 19,200.0
#0-29	FALSE	4" HDPE Dr	$ 0	$ 960	60	L.F.	$ 81.75	$ 4,905.0	$ 250	$ 15,000.0	$ 16	**$ 960**	$ 70.5	$ 4,230.0	$ 29.71	$ 1,782.600	$ 35	$ 2,100.0	$ 73	$ 4,380.0
#0-30	FALSE	2" PVC Con	$ 0	$ 16,000.0	800	L.F.	$ 30	$ 24,000.0	$ 56	$ 44,800.0	$ 26.5	$ 21,200.0	$ 52.8	$ 42,240.0	$ 23.82	$ 19,056.0	$ 20	**$ 16,000.0**	$ 29	$ 23,200.0
#0-31	FALSE	Site Electri	$ 0	$ 12,000.0	1	L.S.	$ 38,000.0	$ 38,000.0	$ 15,000.0	$ 15,000.0	$ 14,800.0	$ 14,800.0	$ 14,890.0	$ 14,890.0	$ 28,390.7	$ 28,390.7	$ 12,000.0	**$ 12,000.0**	$ 38,100.0	$ 38,100.0

NOTICE OF AWARD

To: Interstate Rock Products, Inc

Project: 2026 Sewer Relining Project
Inquiry No.: **26-278**

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORs.

You are hereby notified that your PROPOSAL has been accepted in the amount of $3,100,696.49 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 16 day of July, 2026.

City of St. George
CITY

By _____

Name Jimmie B Hughes

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 __, 2026_ by and between the City of St. George, hereinafter called "CITY" and INTERSTATE ROCK PRODUCTS, 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 on or before _____ and will complete the work on or before _____ 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 $ **3,100,696.49** .
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

_____

Jimmie B Hughes, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

INTERSTATE ROCK PRODUCTS, INC

_____

APPROVED AS TO FORM:
CITY ATTORNEY’S OFFICE

_____

Alicia Galvany-Carlton

CERTIFICATION OF LEGAL WORK STATUS (Contractor)

Project: 2026 Sewer Relining Project
Reference No.: 26-278

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: Country Club Tank Project
Reference No.: 26-278

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

PAYMENT BOND

Project: Country Club Tank Project
Reference No. **26-278**

KNOW ALL MEN BY THESE PRESENTS:

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, (Corporation, Partnership, or Individual) hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of St. George located at, 175 East 200 North, St. George, Utah 84770 hereinafter called CITY, in the penal sum of _____ Dollars, $ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the _____ day of _____ 20__, a copy of which is hereto attached and made a part hereof for the construction of the above-named project.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including but not limited to all amounts due for all materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its

obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20__.

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners

ATTEST: _____
Principal

_____
(Principal) Secretary

(SEAL) By_____

_____

_____
Address

_____
Witness as to Principal

_____

_____
Address

ATTEST: _____
Surety

_____
(Surety) Secretary

(SEAL) By_____

_____

_____
Address

_____
Witness as to Surety

_____ Attorney-in-fact

_____

Address

should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

Project: Country Club Tank Project
Reference No. **26-278**

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ (Corporation, Partnership, or Individual), hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of St. George located at 175 East 200 North, St. George, Utah 84770 hereinafter called CITY, in the penal sum of _____ Dollars, $ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the CITY, dated the _____ day of _____ 20___, a copy of which is hereto attached and made a part hereof for the construction of the above-named project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on

this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the CONTRACT DOCUMENTS.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the ____ day of _____ 20___.

By_____

ATTEST: _____

Principal

_____

(Principal) Secretary

(SEAL) By_____

_____

_____

Address

_____

Witness as to Principal

_____

_____

Address

ATTEST: _____

Surety

_____

_____

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

To:_____

Project: Country Club Tank Project
Inquiry No.: **26-278**

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORs.

You are hereby notified that your PROPOSAL has been accepted in the amount of $_____ 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 _____, 20__.

City of St. George
CITY

By _____

Name Jimmie Hughes Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the _____ day of _____, 20__.

Name _____

Title _____

NOTICE TO PROCEED

Date: June 1, 2026.

To: Insituform Solutions, LLC.

Project: Country Club Tank Project
Inquiry No.: **26-278**

You are hereby notified to commence WORK in accordance with the Agreement entered into for this project on or before _____, and you are to complete all WORK in accordance with the Contract Documents on or before _____.

City of St. George
CITY

By _____

Name Jimmie Hughes Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

By_____

this the _____ day of _____, 20__

Name _____

Title _____

Agenda Date: 07/16/2026 **Agenda Item Number:** 2b

Subject:

Consider approval of purchasing playground equipment through state contract with PlaySpace Designs for the Curly Hollow Adventure Park.

Item at-a-glance:

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: 26-285

Address/Location:

2200 Tonaquint Drive

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

This item is for the purchase of playground equipment from PlaySpace Designs through a state contract for the Curly Hollow Park. Curly Hollow Adventure Park is a new community park that will be located on Tonaquint Drive across from Dixie Intermediate. PlaySpace worked with the city to design the playground on the central hill, rock features in the splash pad and adjacent to the playground, and an obstacle course. The playground will incorporate multiple features including concrete slides, faux rock climbing features tie in the climbing wall theme, a rope swing, cliff rider, multiple climbing obstacles and sand play area for younger users. PlaySpace Designs quoted $1,233,072.77 for all of these features. The Curly Hollow Park project is a 2023 General Obligation Bond project and is included in the Parks Master Plan. Staff recommends approval.

Staff Narrative (need/purpose):

This item is for the purchase of playground equipment from PlaySpace Designs through a state contract for the Curly Hollow Park. Curly Hollow Adventure Park is a new community park that will be located on Tonaquint Drive across from Dixie Intermediate. PlaySpace worked with the city to design the playground on the central hill, rock features in the splash pad and adjacent to the playground, and an obstacle course. The playground will incorporate multiple features including concrete slides, faux rock climbing features tie in the climbing wall theme, a rope swing, cliff rider, multiple climbing obstacles and sand play area for younger users. PlaySpace Designs quoted $1,233,072.77 for all of these features. The Curly Hollow Park project is a 2023 General Obligation Bond project and is included in the Parks Master Plan. Staff recommends approval.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $1,233,072.77

Amount approved in current FY budget for item: $7,336,730

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

GO Bond and Park Impact

Description of funding source:

GO Bond and Park Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

QUOTE

1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00006682

Created or Revised Date:
6/29/2026

Expiration Date:
2026-07-25

Prepared By:
Ali Jones

Project Name	Curly Hollow Park Playground Equipment
Location	St. George, Utah
Payment Terms	50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Color	Unit Price	Extended Price
1	ID Sculpture	CUS 2409 Waterfall	Custom Waterfall	Sandstone finish	$60,250.00	$60,250.00
1	ID Sculpture	CUS 2409 Wall	Custom Climbing Wall	Sandstone Finish	$185,650.00	$185,650.00
1	ID Sculpture	CUS Scramble 2409	Custom Scramble Wall	Sandstone Finish	$105,270.00	$105,270.00
2	ID Sculpture	CUS 2409 Slide	19' Modular Embankment Slide		$29,307.00	$58,614.00
2	ID Sculpture	MES006	6' Modular Embankment Slide		$11,880.00	$23,760.00
4	ID Sculpture	SF002-RLG	SF002-RLG - large	Sandstone finish	$1,750.00	$7,000.00
12	ID Sculpture	SF002-RMD	SF002-RMD - medium	Sandstone finish	$1,210.00	$14,520.00
1	ID Sculpture	Surcharge IDS	Surcharge IDS - Material Surcharge		$11,376.60	$11,376.60
1	ID Sculpture	PSF - IDS	PS Freight ID Sculpture		$18,620.00	$18,620.00
1	ID Sculpture	Mobilization and Installation	Mobilization - ID Sculpture Mobilization		$89,380.00	$89,380.00
2	Kompan	NRO899793	ADA Zipline Start Platform		$13,789.80	$27,579.60
1	Kompan	NRO883-1001	NRO883-1001 - DOUBLE CABLEWAY FLAT SURROUNDINGS ASTM		$24,957.00	$24,957.00
1	Kompan	NRO834-1001	NRO834-1001 - TREE CLIMBER		$20,219.40	$20,219.40
1	Kompan	NRO936338	Custom Robinia Parkour with Cliff Rider Connection		$87,138.00	$87,138.00
1	Kompan	NRO935715	Custom Robinia Platforms with Sand Play		$26,902.80	$26,902.80

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE

1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00006682

Created or Revised Date:
6/29/2026

Expiration Date:
2026-07-25

Prepared By:
Ali Jones

1	Kompan	NRO915-1001	NRO915-1001 - CocoWave Rope Swing		$15,228.00	$15,228.00
7	Kompan	KRS8201110	Custom Robinia Log Cluster		$4,202.08	$29,414.57
1	Kompan	NRO932962	Custom Robinia Balance Beam		$1,133.64	$1,133.64
1	Kompan	NRO899500	Custom Robinia Wall Climb		$8,104.68	$8,104.68
1	Kompan	CRP870772	Robinia Cocowave Tightrope		$9,424.44	$9,424.44
1	Kompan	NRO930179	Robinia Custom Turbo Challenge		$17,089.20	$17,089.20
1	Kompan	NRO933560	Robinia Forrest Overhead Ladder		$8,417.70	$8,417.70
1	Kompan	NRO933979	Robinia Custom Rope Climb Parkour		$22,622.04	$22,622.04
1	Kompan	NRO933981	Robinia Twisted Rope and Slack Line Parkour		$16,623.90	$16,623.90
1	Kompan	NRO896287	Custom Robinia Tunnel Obstacle		$10,321.20	$10,321.20
1	Kompan	NRO935696	Robinia Parallel Bars ASTM		$1,945.80	$1,945.80
1	Kompan	NRO934012	Robinia Tall Stilts		$20,693.16	$20,693.16
15	Kompan	NRO502-0001	EDGING 2 M MODULE		$346.86	$5,202.90
2	Kompan	NRO217-20449858	Robinia Age Appropriate Sign 5-12 year old		$871.38	$1,742.76
1	Kompan	NRO217-20449859	Robinia Age Appropriate Sign 2-5 Year Olds		$871.38	$871.38
1	Installation Services	Installation - Rasco Construction	Installation - Rasco Construction - Installation of Equipment		$255,000.00	$255,000.00
1	Kompan	Kompan Freight	Kompan Freight for Curly Hollow		$48,000.00	$48,000.00

Total Cost	$1,233,072.77
Tax Percentage	0.000%
Sales/Use Tax	$0.00
Grand Total	$1,233,072.77

MEMO

Pricing includes state contract discount. Contract number MA4823. ID Sculpture numbers include mobilization and installation of their equipment. Waterfall weir furnished by others.

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE

1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00006682

Created or Revised Date:
6/29/2026

Expiration Date:
2026-07-25

Prepared By:
Ali Jones

Accepted By:_____

Shipping Contact Name:_____
Paul Stead , PLA

Shipping Contact Cell No.:_____

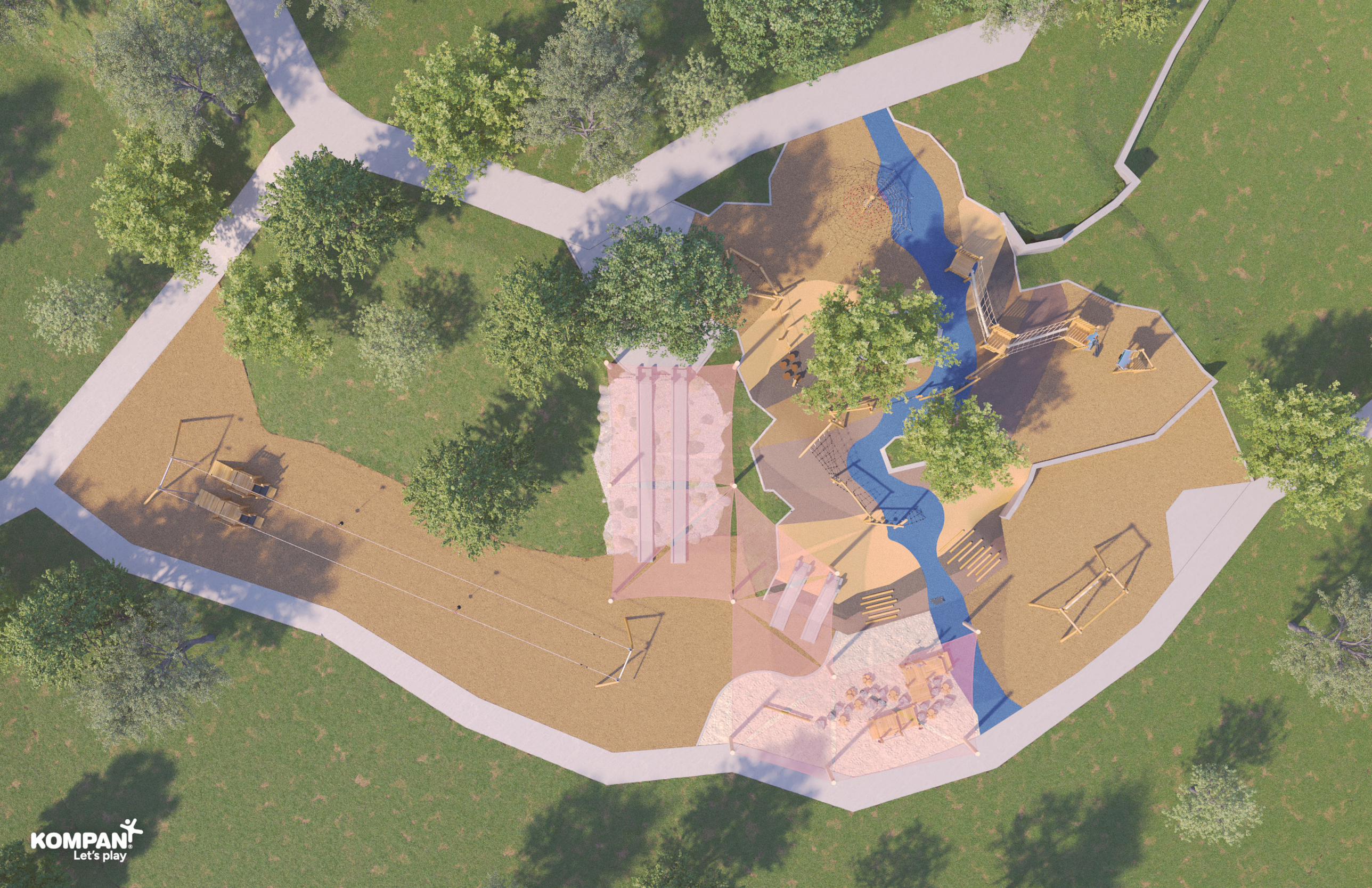
Accepted Date:_____

Ship to Address:_____

City, State, Zip Code:_____

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.


KOMPAN
Let's play


KOMPAN
Let's play


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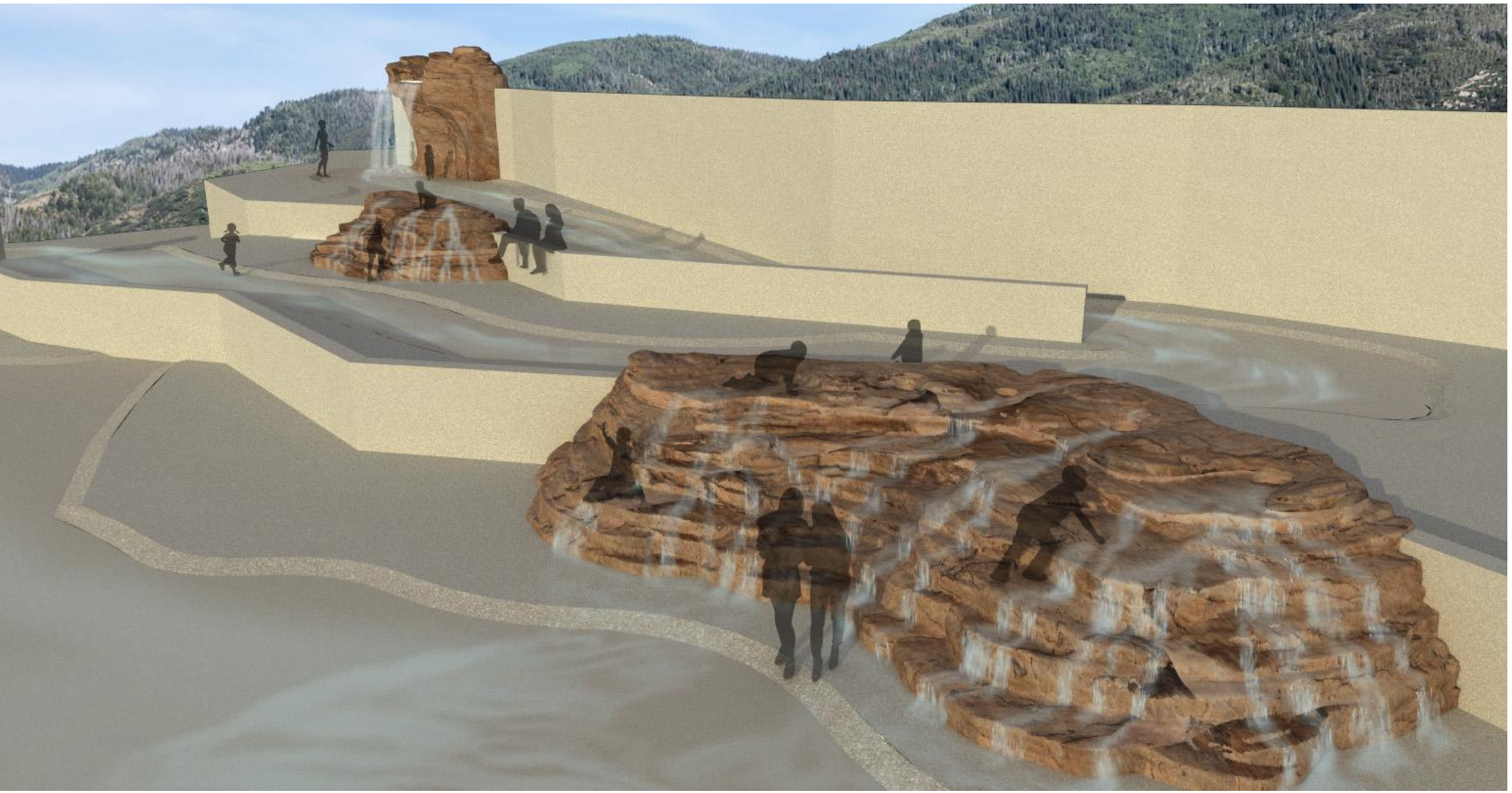
KOMPAN
Let's play

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Let's play



1 Fountain Perspective

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

Curly Hollow

St. George, UT

Age Group: 5-12

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Not all equipment may be appropriate for all children. Supervision is required.
The Americans with Disabilities Act (ADA) may require your play area to be accesible, please consult with an ADA professional to ensure compliance.

Date
7/2/2025

Drawing Title
Fountain Perspective

Sheet #
A.02.1

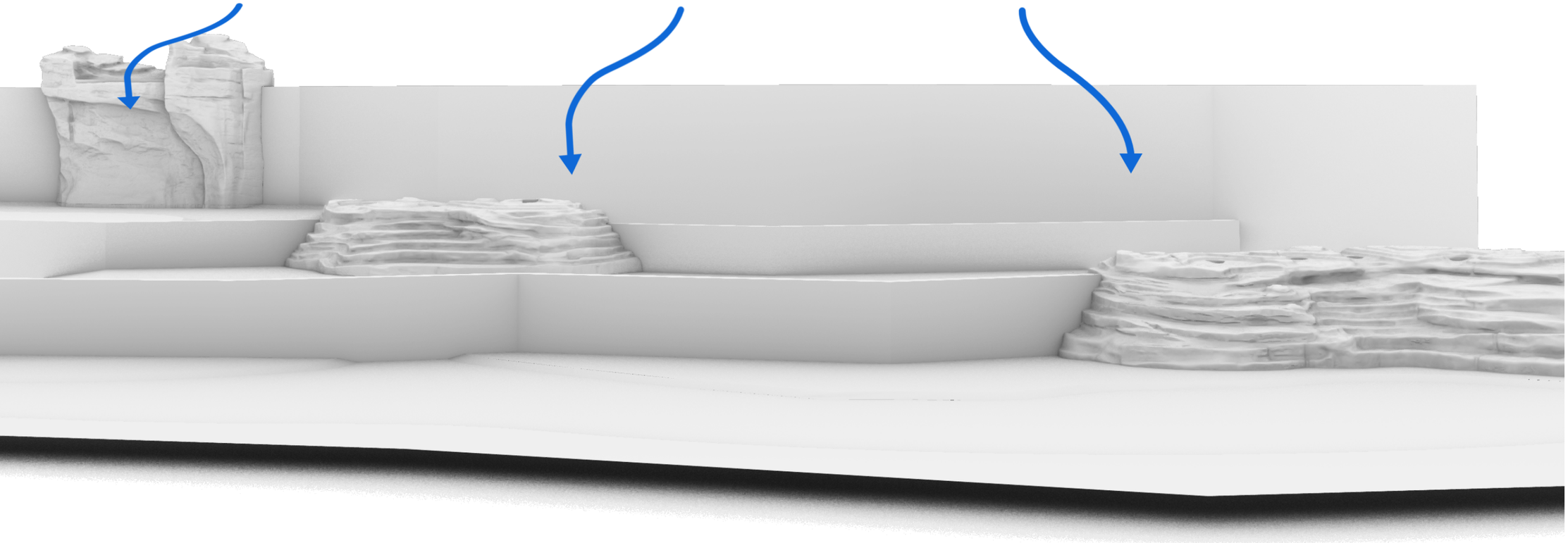
591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com



Subway Rock Cascade - Zion National Park
(With integrated waterfall weir)



Subway Rock Cascade - Zion National Park
(With integrated bubblers)



1 Fountain Feature Description

ID SCULPTURE
PLAY. CLIMB. EXPLORE.

Curly Hollow

St. George, UT

Age Group: 5-12

SCHEMATIC DESIGN
NOT FOR CONSTRUCTION

Not all equipment may be appropriate for all children. Supervision is required.
The Americans with Disabilities Act (ADA) may require your play area to be accesible, please consult with an ADA professional to ensure compliance.

Date
7/2/2025

Drawing Title
Fountain Feature Description

Sheet #
A.02.5

IDS
591 South Boulevard Street
Gunnison, Colorado 81230
info@idsculpture.com

Agenda Date: 07/16/2026 **Agenda Item Number:** 2c

Subject:

Consider approval of the purchase of Novotx LLC asset and work management software through a cooperative contract.

Item at-a-glance:

Staff Contact: Trace Stanford

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

Novotx LLC is an asset and work management software utilized to track assets and work orders across the city. The city's current asset management software was recently purchased by another company and is undergoing significant changes and a substantial price increase. Staff evaluated alternative software solutions and determined that Novotx offered a more cost effective option. The purchase of Novotx is available through a cooperative contract in the amount of $176,300. Staff recommends approval.

Staff Narrative (need/purpose):

This software is used by water, wastewater, energy, parks, streets, and GIS. It is linked to our mapping software and assets are tied to specific geographic-coordinates. Staff has researched several software and have found Novotx to be cost-effective and highly functional for our operations with minimal disruption throughout the transition. The city will purchase the software through The Interlocal Purchasing System or TIPS.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: 176,300

Amount approved in current FY budget for item: 165,000

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

The overage from budget will be covered by the Water, Wastewater and Energy Utility Funds.

Description of funding source:

General Fund and Enterprise Funds

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

TIPS VENDOR AGREEMENT

TIPS RFP 250106 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Novotx, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS**

OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation

or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding

termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under

applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify**

and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:

i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**

ii. **Violations of privacy and data laws; and**

iii. **Unauthorized use or distribution of TIPS Property.**

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.pr

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS

250106 Technology Solutions, Products, and Services

Vendor Name: Novotx, LLC

Vendor Address: 4905 S 1500 W, Suite 210

City: Riverdale State: UT Zip Code: 84405

Vendor Authorized Signatory Name: Kyle Brown

Vendor Authorized Signatory Title: Sales Executive

Vendor Authorized Signatory Phone: 801.682.1400

Vendor Authorized Signatory Email: kbrown@novotx.com

Vendor Authorized Signature:  Date: 03/24/2025

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 05/13/2025



250106

Novotx LLC

Supplier Response

Event Information

Number: 250106
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/6/2025
Deadline: 2/21/2025 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.

IF YOU HOLD AN EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL

BE TERMINATED AND REPLACED BY THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Novotx LLC Information

Contact: Kyle Brown
Address: 4905 S 1500 W
Ste 210
Riverdale, UT 84405
Phone: (970) 909-8333
Email: kbrown@novotx.com
Web Address: www.novotx.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Brown
Signature

kbrown@novotx.com
Email

Submitted at 2/21/2025 01:07:38 PM (CT)

Requested Attachments

Pricing Form 1

250102 Pricing Form 1 (Part 1).pdf

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

250102 Pricing Form 2 (Part 1).pdf

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Novotx TIPS Customer Reference Letters.pdf

Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12-months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

250102 Required Confidentiality Claim Form (1).pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

250102 Vendor Agreement (Part 1) (1).pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

250102 Vendor Agreement Signature Form (Part 1) (1).pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9 w9_rev0324.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) NVTX_LOGO_BlackBlue_IconWord.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) Novotx Supplemental Vendor Information.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Novotx: Modern Solutions for Spatial Asset Management Novotx provides innovative software solutions designed for utilities and local governments that need a more efficient way to manage assets, work orders, permits, and citizen requests in one streamlined platform. Elements XS: A Comprehensive Asset Management Platform Elements XS simplifies asset management by providing tools for work tracking, maintenance scheduling, risk assessment, and decision-making, all while integrating seamlessly with GIS technology. • Work and Asset Tracking – Monitor infrastructure, equipment, and maintenance in real time. • Esri ArcGIS Integration – Visualize assets, work orders, and service requests through interactive maps. • Automated Workflows – Assign tasks, manage approvals, and ensure timely completion. • Condition & Risk Scoring – Prioritize repairs and replacements based on data-driven insights. • Advanced Reporting & Dashboards – Access real-time analytics and performance metrics. Connect: A Better Way to Engage with Communities Connect is a public-facing portal that allows citizens and contractors to interact with government agencies and utilities through an intuitive online platform. • Permit & Application Processing – Submit, review, and approve applications with less paperwork. • Service Request Management – Residents can report and track issues like potholes or water leaks. • Digital Payment Processing – Securely collect fees for permits, licenses, and other services. • Public Communication – Share updates, notifications, and important alerts with the community. Why Novotx? Novotx is built to be modern, adaptable, and user-friendly, ensuring organizations get software that meets their operational needs. • Self-Funded & Customer-Driven – Built based on user needs, not investor priorities. • Fast Deployment – Avoid long implementation timelines and start using the system quickly. • Customizable Interface – Configure fields, forms, and workflows to match existing processes. • Seamless Integrations – Connect with third-party financial systems, SCADA, and other technologies. • Mobile-Ready & Offline Capabilities – Work from anywhere, even in remote locations. Trusted by Organizations Across North America, Novotx helps municipalities, public and private utilities, and government agencies replace outdated systems with a modern, GIS-integrated solution that improves efficiency and service delivery. For organizations looking for a scalable, intuitive, and highly configurable solution, Elements XS and Connect provide the tools to manage assets, engage communities, and optimize workflows—all in one platform.

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Kyle Brown

7 **Primary Contact Title**

Primary Contact Title

Sales Executive

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

kbrown@novotx.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

9709098333

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Mike Schwab

13 **Secondary Contact Title**

Secondary Contact Title

Sales Team Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

mschwab@novotx.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4027708703

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

McKinley Horspool

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

mckinley@novotx.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8016821400

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Kyle Brown

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

kbrown@novotx.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9709098333

24 **Company Website**

Company Website (Format - www.company.com)

www.novotx.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

4905 S 1500 W Suite 210

27 **Primary Address City**

Primary Address City

Riverdale

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

UT

29 **Primary Address Zip**

Primary Address Zip

84405

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Permit Software, Asset Management Software, Work Order Software, 811 Locate Software, GIS Software Integration

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Riverdale

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

UT

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

21

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

10%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
48	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify
49	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with ''to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

55 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 **Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67

Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72

Certification Regarding "Indemnity" Terms with TIPS Members

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

73

Certification Regarding "Arbitration" Terms with TIPS Members

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.
If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

Yes, Vendor agrees

74

2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications. Specifically, if Vendor utilizes the Cost-Plus Markup method anywhere in its proposal, Vendor cannot and will not be listed as federally compliant for TIPS purposes unless Vendor also certifies "Yes" in response to the Attribute entitled, "2 CFR Part 200 - Prohibition of Cost- Plus."

75

2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus

Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes.
Does Vendor certify?

Yes, Vendor agrees.

76

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

77

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

78

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

79	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

83

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

84	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
85	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
97	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

98

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes, Vendor certifies

99

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

HARLINGEN WWS WATER WORKS SYSTEM

CITY OF HARLINGEN WATERWORKS SYSTEM

2/18/2025

Harlingen Waterworks System

121 E Harrison Ave.

Harlingen, TX 78550

Re: Reference Letter for Novotx

To whom it may concern:

Please accept this reference for Novotx who provided goods and services to Harlingen Waterworks System. Novotx provided ElementsXS asset management software and support in 2019. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

Harlingen Waterworks is a customer of Novotx. They performed wonderfully and we would and continue to do business with them. As a customer of Novotx, we would highly recommend Novotx to TIPS public entity and non-profit members.

Thank you,

Rick Guerra

134 E. Van Buren • P.O. Box 1950 • Harlingen, TX 78551 • Ph. (956) 430-8150 • FAX (956) 430-8111

Lake Apopka Natural Gas District
1320 Winter Garden Vineland Rd
Winter Garden, FL 34787
407.656.2734

February 7th, 2025

Re: Reference Letter for Novotx

To whom it may concern,

I am writing to provide a reference for Novotx LLC, who has provided software to Lake Apopka Natural Gas District in Florida since 2010. Their software, *Elements XS* has been an asset to our operations, and we have been consistently satisfied with their responsiveness and support.

Based on our experience, Novotx has delivered reliable solutions and maintained a professional working relationship. We have found them to be knowledgeable and easy to work with, and we plan to continue working with them in the future.

We are happy to recommend Novotx to TIPS and other organizations who may benefit from their services. Please feel free to reach out if you need any further information.

Sincerely,

Scott Minter
Director of Information Systems
Lake Apopka Natural Gas District

Trustees
ANN HANSEN
DURRELL NIELSEN
STAN GOODELL
MICHAEL MAYFIELD
DAVID TOONE

BOUNTIFUL
IRRIGATION DISTRICT
995 SOUTH 500 WEST BOUNTIFUL, UTAH 84010
(801) 295-5573 FAX (801) 292-5180

Kirk Gough
Manager

January 6, 2025

Bountiful Irrigation District
995 South 500 West
Bountiful, Utah 84010

Re: Reference Letter for Novotx

To whom it may concern:

Please accept this reference for Novotx who provided goods or services to our entity. The Vendor provided elements software and service in 2024. We understand that they have submitted a proposal to Education Service Center Region 8 and the TIPS Cooperative.

This entity is a customer of above-named Vendor. Bountiful Irrigation continues to receive outstanding service and support from Novotx, and look forward to continuing this relationship. We confidently recommend Novotx to TIPS public entity and non-profit members.

Thank you,

Kurtis Anderson

TIPS CONTRACT 250106

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Novotx, LLC

Vendor Authorized Signatory Name: Kyle Brown

Vendor Authorized Signatory Title: Sales Executive

Vendor Authorized Signatory Email: kbrown@novotx.com

Vendor Address: 4905 S 1500 W, Suite 210

City: Riverdale State: UT Zip Code: 84405

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

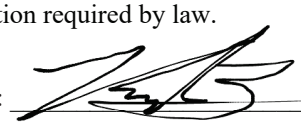
Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

Novotx, LLC
4905 South 1500 West Suite 210
Riverdale
Utah
United States 84405

Sales Agreement
Valid Until: Jul 31, 2026
Agreement Number : 5405498000122841011
Prepared By: Adam Schmidt
aschmidt@novotx.com

BILL TO:	SHIP TO:
175 E 200 N	**175 E 200 N**
St. George	St. George
UT	UT
US	US
84770	84770

This agreement describes the products and/or services to be provided and/or licensed by the Customer at the address below. Prior to installation and/or use, an authorized representative of the Customer must agree to the terms and conditions of the License Agreement(s) associated with the product(s) listed below (provided separately).

Account Name:	**City of St. George**	Title:	**GIS Administrator**
Contact Name:	**Trace Stanford**	Email:	**trace.stanford@sgcity.org**

No.	Product Details	Quantity	List Price	Discount	Total
1	**Elements XS Annual Subscription - Municipal Tier 8 EXS-M-T8** Elements XS Annual Subscription. Enterprise License; includes unlimited named users. Subscription renews annually beginning 12 months after installation.	1	$ 93,500.00	$ 18,700.00	$ 74,800.00
2	**Utility Billing Integration - Annual Subscription UB-ANNUAL** Annual subscription fee for Elements XS integration with Tyler InCode as detailed below.	1	$ 3,500.00	$ 0.00	$ 3,500.00
3	**Elements XS Data Exchange Annual Subscription EXS-DATA-ANNUAL** Annual Subscription for Elements XS data exchange integration with IT Pipes.	1	$ 3,500.00	$ 0.00	$ 3,500.00
4	**Professional Services - Third Party Integration PS-INT-THRD** Integration with IT Pipes as described in attached SOP.	1	$ 1,000.00	$ 0.00	$ 1,000.00
5	**Professional Services - Third Party Data Exchange PS - TPDE** Third party data exchange between Tyler InCode and Elements XS as described in attached SOP.	1	$ 15,000.00	$ 0.00	$ 15,000.00
6	**Professional Services - Data Migration PS-DATA** Data Migration Services from Cityworks to Elements XS.	1	$ 10,000.00	$ 0.00	$ 10,000.00
7	**Asset Management Onboarding Services EXS-ONB-AM** Fixed price for Elements XS onboarding services as outlined below.	1	$ 68,500.00	$ 0.00	$ 68,500.00

Sub Total	**$ 176,300.00**
Tax	$ 0.00
Adjustment	$ 0.00
Grand Total	**$ 176,300.00**

Payment Terms

Elements XS Annual Subscription, Cloud Hosting, IT Pipes, and Tyler InCode API License:
Year 1 – $81,800
Year 2 – $91,150
Year 3 – $100,500

Subscription is due upon contracting. Subscription renews annually, beginning 12 months after date of installation.

Elements XS Onboarding, Training, and Professional Services (total $94,500): 75% due upon contracting ($70,875) and 25% due after project acceptance/go-live ($23,625).

Onboarding Services Included

Applied toward "Standard Deliverables" as outlined below.

Scope:

Divisions - Water Distribution, Water Treatment, Wastewater Collections, Wastewater Treatment, Irrigation, Electric, Streets, and Parks

Integrations - IT Pipes and Tyler Incode

Data migration - Cityworks

Standard Deliverables

The items below are included with a standard deployment of Elements XS.

What's Included

Pre-Installation Items

- Business process review and consultation for best practices with Elements XS
- Review IT infrastructure
- Review GIS infrastructure Review Reporting Requirements

Installation

- Installation of Elements XS

Map Integration

- Integration of one map viewer in Elements XS
- Configuration to load map-based (GIS) assets from map viewer
- Training to Configure GIS Layers in Elements

Deployment of the following workflows:

- Create Service Order from GIS Asset
- Report a GIS Problem from Map
- Select Multiple Assets from Map using the Elements Select Tool Add GIS Asset Relationships to Tasks
- Zoom to GIS Assets

General Application Setup

- Setting up company, department, and division structure o Setup of default navigation menus
- Configure SMTP settings for Email notifications
- Active Directory Integration with LDAP

Service Orders Setup

- Configuration of Default Statuses
    - 1 – Pending
    - 2 – In Progress
    - 3 – Ready for Review
    - 4 – Complete
    - 5 – Cancelled
- Configuration of Default Priorities:
    - 1 – Low
    - 2 – Medium
    - 3 – High
    - 4 – Emergency

Delivery of standard Service Order templates using default Status and Priority configurations

Training on the following items:

- Configure custom application menus
- Configure service order templates
- Configure preventive and routine maintenance schedules
- Configure users and user permissions
- Configure basic Elements XS workflows
- Configure custom Service Order Task Status and Priority types
- Configuration of custom Elements XS forms
- Configuration of default Service Order Task assignments

One-Time Data Imports (Includes Test Imports and Data Validations)

- Non-spatial assets
- Inventory Items (materials, equipment).

Utility Billing Integration (as specified on Sales Agreement)

Standard Reports and Dashboards

Service Orders & Work Management Reports

- Task Charges
- Task Contractor Usage
- Task Costs
- Task Equipment Usage
- Task Labor Usage
- Task Material Usage

Inventory Reports

- Purchase Order Details
- Item Receiving Details
- Invoice Details
- Material Usage by Asset Type
- Contractor Purchase Order History
- FIFO Valuation Report
- Item Quantity Transaction History
- Item Purchase Order History
- Parts Used by Account / Date
- Stock Levels Report
- Vendor Purchase Order History

Other Included Reports

- Activities Details
- Notes Details
- Phone Calls Details
- Timesheet Hours
- System Configuration Reports

What's Not Included

- Installing or configuring Microsoft SQL Server, Esri products, or any other third-party applications that may be required for Elements XS.
- Configuring and/or publishing map or feature services, including query layers
- Configuring Esri web maps, dashboards, or other Esri technology
- Setting up preventive and routine maintenance schedules *
- Setting up asset scoring *
- Setting up service order templates *
- Setting up user accounts and user permissions *
- Setting up custom application menus *
- Setting up basic Elements XS workflows *
- Configuring default assignments for Service Order templates *
- Creation of Elements Advanced Workflows to support custom business process (unless specified in sales agreement)
- Training on creation of Elements Advanced Workflows
- IT setup (opening ports, installing IIS, etc.)
- Creating dynamic forms *
- Creating Custom Reports

* Training on how to configure and use these features is provided

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Additional Terms

Annual Pricing
An annual price uplift of [3-5%] will apply at the start of each renewal term. This adjustment reflects continued investments in product innovation, coverage expansion, and delivery infrastructure. Novotx will provide written notice no less than 30 days in advance of the renewal date.

Required Licensing:

All Elements XS deployments require Esri's ArcGIS Enterprise and/or an active subscription to ArcGIS Online. On-premise deployments also require Microsoft SQL Server and a standard Windows server operating environment. Pricing in this agreement does not include these products and Customer is responsible for purchasing, installing, and maintaining these applications.

Scope Limitations & Additional Services

For all items beyond the original project scope, additional professional services are billed at $1,800 per day ($225 per hour). Services beyond the project scope must be approved by Customer prior to services being performed and will be billed separately. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- Historical data imports require the customer to provide data to Novotx in a tabular format following a template provided by Novotx

Any service items discussed during product demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed as deliverables.

On-Site Travel

Unless specified otherwise, all on-site trips will be billed at a rate of $1,500 per day plus expenses.

Sales Tax

Customer agrees to pay any and all applicable sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. It is the customers responsibility to pay any and all applicable taxes if the customer is not tax exempt.

Past Due Payment and Client Inactivity

Client Inactivity or Disengagement

When a client chooses to disengage or becomes non-responsive during an implementation process, Novotx will notify the customer and provide 30 business days to re-open active communication. If active communication is not maintained, Novotx will cease work on the project and the client will be required to pay 50% of their annual

subscription fees to re-initiate the project. Upon re-initialization, the project will be moved “to the back of the line” and re-prioritized based upon Novotx workload and resources.

Project Acceptance / Transition to Support

When work has been completed on a project and project acceptance documents have been sent to the client, if the client does not respond within 5 business days, the project will be marked as “accepted”, and an invoice will be sent to the client for any outstanding project balances.

Past Due Fees for Services Rendered

When services have been rendered by Novotx and an invoice for the rendered services becomes past due, users will not be able to login or utilize Novotx products until the past due invoices have been paid in full.

Past Due Subscription Fees

In addition to users being unable to login to the application when a subscription fee is past due, if a subscription fee becomes 30 days past due the customer will be required to pay the current market value for the past due subscription plus an additional 50% to reactivate the subscription. Additionally, subscription dates will not be adjusted to accommodate for lost production time or inability to use software resulting from past due payments.

Purchase Authorization

By signing below, customer agrees to purchase products and services listed above.

Customer

Printed Name

Signature Title Date

Novotx Representative

Printed Name

Signature Title Date

Novotx Internal Authorizations

Sales _____ _____ Onboarding _____ _____ Technical _____ _____ Product _____ _____

Agenda Date: 07/16/2026 **Agenda Item Number:** 2d

Subject:

Consider approving the acceptance of a $167,132.00 grant award from the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA).

Item at-a-glance:

Staff Contact: Captain Johnny Heppler

Applicant Name: City of St. George - Police Department

Reference Number: HID2526G0719-00

Address/Location:

265 North 200 East

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

The St. George Police Department serves as the fiduciary for the Washington County Drug Task Force (WCDTF). Partnering with both the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA) and the WCDTF, we collectively address the challenge of illicit drug distribution in Washington County, including St. George City. A long-standing partnership exists among St. George City, WCDTF, and RMHIDTA, reflecting a history of grant funding used for various investigative and personnel costs critical to their mission.

Staff Narrative (need/purpose):

Without RMHIDTA's grant support, significant drug investigations, which have led to the seizure of thousands of pounds of illegal narcotics intended for community infiltration, would not be feasible. The RMHIDTA grant, which is competitive, awarded $167,132.00 to the city for the 2026 grant cycle. The required reporting metrics for the grant are evaluated annually and are well within the team's current investigative work. Staff recommends approval.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

The St. George Police Department staff recommends approval.

Attachments

Office of National Drug Control Policy

Notice of Award

Award# HID2526G0719-00
FAIN# HID2526G0719
Federal Award Date: 07/06/2026

Recipient Information

1. Recipient Name
CITY OF ST. GEORGE
61 S Main St
Saint George, UT 84770-3415

2. Congressional District of Recipient
02

3. Payment System Identifier (ID)
87-6000275

4. Employer Identification Number (EIN)
876000275

5. Data Universal Numbering System (DUNS)

6. Recipient's Unique Entity Identifier (UEI)
SM4JSVJ7VXX5

7. Project Director or Principal Investigator
Johnny Heppler
Lieutenant
johnny.heppler@sgcity.org
435-627-4308

8. Authorized Official
John Willis
N/A
john.willis@sgcityutah.gov
435-627-4098

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Meredith DeFraites
NA
meredith.l.defraites@ondcp.eop.gov
111-111-1111

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID2526G0719-00

12. Unique Federal Award Identification Number (FAIN)
HID2526G0719

13. Statutory Authority
Public Law 119-75

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2026 Grant

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2026 **- End Date** 12/31/2027	
20.	**Total Amount of Federal Funds Obligated by this Action**	$167,132.00
	20a. Direct Cost Amount	$167,132.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$167,132.00
26.	**Period of Performance Start Date** 01/01/2026 **- End Date** 12/31/2027	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$167,132.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

Office of National Drug Control Policy

Notice of Award

Award# HID2526G0719-00
FAIN# HID2526G0719
Federal Award Date: 07/06/2026

Recipient Information

Recipient Name
CITY OF ST. GEORGE
61 S Main St
Saint George, UT 84770-3415

Congressional District of Recipient
02

Payment Account Number and Type
87-6000275

Employer Identification Number (EIN) Data
876000275

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)
SM4JSVJ7VXX5

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$167,132.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$167,132.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$167,132.00
m. Federal Share	$167,132.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2026 HIDTA GRANTS	HID2526G0719	HID	410001	95.001	$167,132.00	011202620271070000

AWARD ATTACHMENTS

CITY OF ST. GEORGE HID2526G0719-00

1. 2026 General TC Final
2. 2026 HIDTA Specific TCs

A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) As a recipient of federal funding, compliance with all applicable laws and Executive Orders (EO) is a condition of this award, as required by federal regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200. Your compliance responsibilities are ongoing throughout the period of performance.

- Your organization is expected to:
  - Review applicable EOs and associated guidance;
  - Update internal policies and practices to ensure alignment with these requirements; and
  - Cooperate fully with any compliance reviews or audits conducted by ONDCP.
- Failure to comply with applicable EOs may result in enforcement actions, including suspension or termination of funding, recovery of funds, or referral for debarment proceedings.
- Applicable EOs include, but are not limited to:
  - Executive Order 14159: Protecting the American People from Invasion
  - Executive Order 14168: Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
  - Executive Order 14182: Enforcing the Hyde Amendment
  - Executive Order 14303: Restoring Gold Standard Science
  - Executive Order 14321: Ending Crime and Disorder on America's Streets
- Additional Executive Orders, including any issued during the period of performance, may apply. Applicants are responsible for ensuring compliance with all federal laws, regulations, Executive Orders and public policies governing financial assistance awards. If you have any questions regarding which EO(s) apply to your award or need technical assistance in updating your policies, please contact your program official.

(3) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – "New Restrictions on Lobbying"
- 2 C.F.R. § 25 – "Unique Entity Identifier and System for Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(4) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)

(5) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the award is closed out.

(6) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the award.

(7) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(8) Recipient agrees that federal funds cannot be used for programs that discriminate based on protected characteristics. The recipient agrees to monitor sub-awards to ensure ongoing compliance with federal nondiscrimination laws.

(9) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the award or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(10) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or

Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this award or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(11) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

(12) Subawards are authorized under this award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(13) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the award.

(14) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b) Comply with federal statutes, regulations, and the terms and conditions of the federal awards.

c) Evaluate and monitor the recipient entity’s compliance with statute,

regulations, and the terms and conditions of the federal award.

d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(15) Recipients are prohibited from using federal award funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(16) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(17) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

a) the percentage of the total costs of the program or project which will be financed with Federal money;

b) the dollar amount of Federal funds for the project or program; and

c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement.

If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report.
You must submit the required information about each proceeding that —

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

- Any other criminal, civil, or administrative proceeding if:

  (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

  (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

  (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM.gov Entity Management area the information that SAM.gov requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM.gov because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM.gov for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).

(2) The recipient, must utilize the object classes specified within the initial budget/award application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. The recipient must provide written explanations or support, with specificity, for requests for each drawdown. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number(s), interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to $500 per year for administrative purposes.

D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

- In addition, as a condition for receiving this award, recipients must coordinate all counterdrug operations with a local or regional Homeland Security Task Force.

Drawdown of awards, as described in Section C, constitutes your acceptance of these terms and conditions.

Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

Initiative Cash by HIDTA

FY 2026

HID26000495

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
Rocky Mountain	CITY OF ST. GEORGE	Washington County Drug Task Force	$167,132.00	Investigation
	Agency Total: CITY OF ST. GEORGE		**$167,132.00**	

Budget Detail

2026 - Rocky Mountain

Initiative - Washington County Drug Task Force — Investigation
Award Recipient - CITY OF ST. GEORGE (HID26000495)
Resource Recipient - CITY OF ST. GEORGE

Awarded Budget (as approved by ONDCP)		***$167,132.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$18,466.00
Total Personnel		**$18,466.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	10	$52,276.00
Total Overtime		**$52,276.00**
Travel	**Quantity**	**Amount**
Administrative	1	$3,500.00
Total Travel		**$3,500.00**
Facilities	**Quantity**	**Amount**
Lease	1	$41,000.00
Total Facilities		**$41,000.00**
Services	**Quantity**	**Amount**
Investigative services		$6,700.00
Shipping & postage		$475.00
Communications - mobile phones & pagers		$5,265.00
Vehicle lease - passenger	3	$14,750.00
Service contracts		$400.00
Total Services		**$27,590.00**
Supplies	**Quantity**	**Amount**
Office		$800.00
Investigative/Operational		$3,000.00
Total Supplies		**$3,800.00**
Other	**Quantity**	**Amount**
PE/PI/PS	1	$20,500.00
Total Other		**$20,500.00**
Total Budget		**$167,132.00**

Agenda Date: 07/16/2026 **Agenda Item Number:** 2e

Subject:

Consider approval of the continued sponsorship of the Lions' Club 92nd annual Dixie Round Up Rodeo and the approval to have a Beer Garden for the 6th year at the event being held September 17- 19, 2026 at the Dixie Sun Bowl.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Wade Milne

Reference Number: N/A

Address/Location:

150 South 400 East

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

This annual event, held at the Dixie Sun Bowl, includes evening rodeos Thursday-Saturday from 6:00pm-11:00pm, with a Beer Garden during that time, and a parade on Saturday at 9:00am. The sponsorship request includes permitting a Beer Garden, and the fee waivers of the following: 1)Special Event Permit Application fee ($150); 2) Sublicense fee ($5 per vendor); 3) Annual Alcohol Permit fee ($500); 4) Local Consent Application fee ($50); 5) Security fee; 6) Encroachment fees ($650); and 7)Water hydrant meter fee; and deposit application fee ($2,000). (Encroachment & Water Fees are based on 2025 estimates.)

Staff Narrative (need/purpose):

The St George Lions' Club is a nonprofit organization and enjoyed by all. The proceeds from the annual rodeo are given back to the members of the community.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval with the condition that the applicant obtain insurance with the correct endorsements and all permit applications are approved prior to the event.

Attachments

Lions' Dixie Round-Up Committee 2026
Wade Milne -Chairman
Chance Milne and Kyle Cox Co-Chairs

Hello, we are submitting an application online for a special Event Permit, for the Lion's Dixie Round-up.

To St George City Council,
The St George Lion's Club is requesting that you would be so kind as to waive the following fees associated with putting this event on as all proceeds go back into the community of St George and this is a non-profit event.
Please waive the following fees:
Special Event Fee
Sub License Fees
Annual Alcohol Permit Fee
Local Consent Fee
Encroachment Permit Fees
Security Fees
Water Hydrant Meter Fee and Deposit Application Fee

Your consideration of waiving these fees to put on this event is greatly appreciated. If you have any questions, please call me. Thank you

Lions' Dixie Round-Up Committee 2026
Wade Milne -Chairman 435-6191393
Chance Milne and Kyle Cox Co-Chairs

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
JUNE 18, 2026, 4:00 P.M.
CITY COUNCIL CONFERENCE ROOM

PRESENT:

Mayor Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp
Councilmember Austin Anderson

STAFF MEMBERS PRESENT:

City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant Budget Manager Chad Moultrie
Parks and Community Services Director Shane Moore
Airport Manager Dustin Warren
Operations Director Marc Mortensen

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance.

UPDATE REGARDING MANAGED COMPETITION:

Link to introductions from City Manager John Willis and presentation from Assistant City Manager Robert Myers and Assistant Budget Manager Chad Moultrie, including discussion between the City Council, Parks and Community Services Director Shane Moore, Airport Manager Dustin Warren, City Manager John Willis, Mayor Hughes, Operations Director Marc Mortensen, Assistant City Manager Robert Myers, and Mr. Moultrie: 00:00:10

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REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were provided.

ADJOURN TO A CLOSED MEETING:

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

Link to motion: 00:34:10

MOTION:

A motion was made by Councilmember Anderson to adjourn to a closed meeting to discuss litigation.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a vote, as follows:

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Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

The meeting adjourned following the closed meeting.

_____
Christina Fernandez, City Recorder

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 18, 2026, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp
Councilmember Austin Anderson

STAFF MEMBERS PRESENT:

City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Parks and Community Services Director Shane Moore
Several staff members from Parks and Community Services
Fire Chief Robert Stoker
Public Works Director Cameron Cutler
Budget Manager Jared Edwards
Finance Director Tiffany LaJoice
Assistant Budget Manager Chad Moultrie
Planner Dan Boles

OTHERS PRESENT:

Chad McWilliams with Greater Zion
County Commissioner Gil Almquist
Zach Renstrom with Washington County Water Conservancy District

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Laura Fairchild with the Baha'i Faith and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

c. Read a Proclamation proclaiming July as Parks and Recreation Month.

Link to Councilmember Anderson reading a proclamation proclaiming July as Parks and Recreation Month; the proclamation was received by staff members from Parks and Community Services: 00:02:04

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a. Presentation from Greater Zion.

Link to presentation from Chad McWilliams with Greater Zion and County Commissioner Gil Almquist, including comments from Mayor Hughes: 00:08:40

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b. Presentation from Washington County Water Conservancy District.

Link to presentation from Zach Renstrom with Washington County Water Conservancy District, including comments from Councilmember Larsen and Mayor Hughes: 00:13:35

CONSENT CALENDAR:

a. Consider approval to award WRX Contracting the Curly Hollow Pumptrack RFP.

BACKGROUND and RECOMMENDATION: This pump track is one feature in the upcoming Curly Hollow Adventure Park. The plans are in final review currently and a bid will be advertised for the entire park soon. The pump track requires specialization, and an RFP was issued separately in order to obtain a qualified contractor. Contractors were asked to submit a design and construction proposal maximizing the use of $175,000 in grant funds. Four submissions were received and scored. WRX Contracting scored the highest in the evaluation. Staff recommends approval of the contract to WRX Contracting in the amount of $175,000 contingent upon adoption of the FY 2026-27 Tentative Budget.

b. Consider award of bid to Suncore for the construction of Slick Rock Substation.

BACKGROUND and RECOMMENDATION: The award of this bid is for the construction of Slick Rock Substation, which is required to accommodate the increasing electrical demand within the surrounding service area. The Bid closed on June 5, 2026 and six bids were received. Bids were evaluated and staff recommends award of bid to Suncore in the amount of $991,710.

c. Consider approval to purchase a Pierce Manufacturing 1,500 GPM Type 1 fire engine/pumper through Siddons-Martin Emergency Group (Regional Pierce Vendor).

BACKGROUND and RECOMMENDATION: This request is for an additional fire apparatus utilizing a national cooperative purchasing contract HGAC FS12-23 (FIRE). Staff from the Fire and Fleet departments have been working on specifications over the past several months and the apparatus will be similar to the fire apparatus that have been purchased in the past and apparatus currently on order with Pierce Manufacturing. The City has a long history with Pierce Manufacturing spanning over 36 years. Staff recommends purchasing the Pierce Manufacturing 1,500 GPM Type 1 fire engine/pumper from Siddons-Martin Emergency Group in the amount of $1,195,908.38. Pricing for the apparatus came in at $1,368,516.00, the city received a discount of $174,607.62 for the upfront pre-payment for this apparatus. There is an additional amount of $2,000 for utilizing the national purchasing contract which brings the total amount to $1,195,908.38. Staff recommends approval contingent upon approval of the associated budget amendment.

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d. Consider approval of a Reimbursement Agreement with Enbridge Gas Utah.

BACKGROUND and RECOMMENDATION: This item is for the reimbursement of drainage facilities needed to accommodate the re-alignment of a high pressure gas line along Merrill Road in conjunction with the 3000 East Storm Drain Trunk Line Project. Due to the existing elevation of the gas line, it was required that the utility be moved to accommodate the large storm drain pipe being installed in the drainage ditch. It was determined that it would be more feasible, safer, and less costly a storm drain vault was reconfigured to allow the gas line to be installed above the storm drain. The cost to reconfigure and install the storm drain vault was determined to be an additional $129,855.07, which is to be reimbursed to the City by Enbridge.

e. Consider approval of a Reimbursement Agreement with STG Storage, LLC for Block Plant Roadway Improvements.

BACKGROUND and RECOMMENDATION: STG Storage, LLC is constructing a portion of roadway improvements for STG Storage Units to be known as Block Plant Road. The City would like STG Storage, LLC to construct the full roadway improvements to provide a new access to serve the public.

f. Consider approval of the minutes from the meetings held on May 28, 2026 (Joint Work Meeting with Planning Commission); May 28, 2026 (Work Meeting); May 28, 2026 (Regular Meeting); June 4, 2026 (Work Meeting); and June 4, 2026 (Regular Meeting).

Link to presentation from City Manager John Willis: 00:17:15

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Link to motion: 00:17:51

MOTION:
A motion was made by Councilmember Kemp to approve the consent calendar as presented with the exception of items c and e.

SECOND:
The motion was seconded by Councilmember Tanner.

VOTE:
Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

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Link to discussion between the City Council, Fire Chief Robert Stoker, and Public Works Director Cameron Cutler regarding items c and e 00:18:45

Link to motion: 00:21:57

MOTION:
A motion was made by Councilmember Anderson to approve items c and e on the consent calendar.

SECOND:
The motion was seconded by Councilmember Kemp.

VOTE:
Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/TRANSFERS FROM ENTERPRISE FUNDS TO OTHER FUNDS:
Public hearing to review and take public comment regarding the proposed transfers from Enterprise Funds to Other Funds included in the recommended fiscal year 2026-27 budget.

BACKGROUND and RECOMMENDATION: The General Fund provides administrative and overhead support to the enterprise (business-type) funds. These services include human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. Staff recommends holding the public hearing.

Link to introduction from City Manager John Willis and presentation from Budget Manager Jared Edwards: 00:22:19

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Link to public hearing; there were no public comments: 00:24:04

PUBLIC HEARING/NON-RECIPROCAL TRANSFERS FRO UNBILLED UTILTIY SERVICES FROM ELECTRIC,WATER, AND SEWER FUNDS TO OTHER FUNDS:
Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.

BACKGROUND and RECOMMENDATION: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and

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treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided directly back to the City at no cost. Staff recommends holding the public hearing.

Link to introduction from City Manager John Willis and presentation from Finance Director Tiffany LaJoice: 00:24:45

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Link to public hearing; there were no public comments: 00:26:05

ADOPT AND AMEND MASTER FEE SCHEDULE/RESOLUTION:
Consider approval of Resolution No. 2026-009R amending and adopting fees for various services and recreational activities.

BACKGROUND and RECOMMENDATION: Each year, the City reviews its associated services and fees to ensure the sufficiency of fee coverage. The City has recognized some areas where fee increases are necessary to cover related costs. Increased fees will become effective on July 1, 2026. Staff recommends approval of the resolution.

Link to introduction from City Manager John Willis and presentation from Assistant Budget Manager Chad Moultrie, including discussion between the City Council, Mr. Moultrie, Parks and Community Services Director Shane Moore, and City Recorder Christina Fernandez: 00:26:25

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Link to motion: 00:31:10

MOTION:
A motion was made by Councilmember Tanner to approve Resolution No. 2026-009R amending and adopting fees for various services and recreational activities, with the correction to the Airport Fees.
SECOND:
The motion was seconded by Councilmember Larkin.

AMENDED MOTION:
Councilmember Tanner amended her motion to include the correction on Airport fees for 1 hour rather than 30 minutes.
SECOND:
The amended motion was seconded by Councilmember Larkin.
VOTE:
Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

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Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ADOPT FY26-27 BUDGET/RESOLUTION:

Public hearing to receive input on the Fiscal Year 2026-27 Budget and consideration of Resolution No. 2026-010R for final adoption of the FY 2026-27 Budget.

BACKGROUND and RECOMMENDATION: The FY 2026-27 Budget and Business Plan is the city's action plan for delivering the high quality municipal services that our residents, businesses, and visitors desire and expect. Developed in alignment with the City Council's priorities outlined in the FY 2027 Business Plan, this budget reflects a commitment to strategic planning and investment as well as strong financial stewardship. Major investments in this year's budget are focused on achieving the City Council's priorities identified in the FY 2027 Business Plan. Some of these investments include enhancements in public safety with new equipment and improvements to facilities, critical utility and transportation infrastructure improvements, additions to the parks and trails system from the 2023 voter-approved General Obligation Bond, and targeted initiatives in operational excellence, workforce development and customer service. A copy of FY 2026-27 Budget is publicly available for review on the city's website at www.sgcityutah.gov/budget and through the City Recorder's Office. This year the city will have held two public hearings to gather citizen input on the FY 2026-27 Budget. Tonight's meeting includes the second public hearing. Staff recommends holding the public hearing and at the conclusion of the public hearing approval of the resolution to adopt the Final Fiscal Year 2026-27 Budget.

Link to introduction from City Manager John Willis and presentation from Assistant City Manager Robert Myers, including comments from Mayor Hughes and the City Council: 00:32:23

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Link to public hearing; there were no public comments: 00:47:43

Link to motion: 00:48:25

MOTION:

A motion was made by Councilmember Larsen to approve Resolution No. 2026-010R for final adoption of the FY 2026-27 Budget, with the amendments.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

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Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

Link to comments from the City Council and Mayor: 00:49:17

ADOPT TAX RATE FOR 2026 TAX YEAR (2027 FISCAL YEAR)/RESOLUTION: Consider approval of Resolution No. 2026-011R adopting the tax rate for the 2026 tax year (2027 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

BACKGROUND and RECOMMENDATION: State Law requires that the city adopt the Certified Tax Rate (CTR) on or before June 22nd of each year. The Certified Tax Rate is the property tax rate that if adopted would raise the same amount of property tax revenue as was budgeted for the City in the prior fiscal year from existing residents. The Certified Tax Rate is deposited into the City's General Fund and is used to fund core city services provided to our residents including police, fire, 911 dispatch, street and traffic signal maintenance, parks and trails maintenance and general administration and support. The Certified Tax Rate is calculated by the State Property Tax Commission and Washington County Clerk Auditor's Office and is provided to the City each year in early June. For TY 2026 (FY 2027) the Certified Tax Rate is 0.000665. Staff recommends approval of the resolution adopting the TY 2026 (FY 2027) Certified Tax Rate.

Link to introduction from City Manager John Willis and presentation from Assistant City Manager Robert Myers, including discussion between the City Council and Mr. Myers: 00:49:56

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Link to motion: 00:54:34

MOTION:
A motion was made by Councilmember Larkin to approve Resolution No. 2026-011R adopting the tax rate for the 2026 tax year (2027 fiscal year) and levying taxes upon all real and personal property within the City of St. George.

SECOND:
The motion was seconded by Councilmember Kemp.

VOTE:
Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

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Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND FY25-26 BUDGET/RESOLUTION:

Public hearing and consideration of Resolution No. 2026-012R 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.

Link to introduction from City Manager John Willis and presentation from Budget Manager Jared Edwards, including discussion between the City Council and Assistant City Manager Robert Myers: 00:55:11

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Link to public hearing; there were no public comments: 01:16:44

Link to motion: 01:17:02

MOTION:

A motion was made by Councilmember Kemp to approve Resolution No. 2026-012R to review and approve amendments to the Fiscal Year 2025-26 Budget as presented by staff.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PICK-UP OF PUBLIC SAFETY AND FIREFIGHTER TIER II EMPLOYEE RETIREMENT CONTRIBUTIONS/RESOLUTION:

Consider approval of Resolution No. 2026-013R authorizing City pick-up of Public Safety and Firefighter Tier II employee retirement contributions.

BACKGROUND and RECOMMENDATION: This resolution authorizes the City per amendments by Utah State Legislature to pick up the required increase from 4.73%

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to 5.98% for the employee portion of the Public Safety and Firefighter Tier II Noncontributory Retirement System. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Assistant City Manager Robert Myers: 01:17:29

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Link to motion: 01:18:36

MOTION:
A motion was made by Councilmember Anderson to approve Resolution No. 2026-013R authorizing City pick-up of Public Safety and Firefighter Tier II employee retirement contributions.

SECOND:
The motion was seconded by Councilmember Kemp.

VOTE:
Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

APPOINT DESIGNATED APPOINTED OFFICIALS/RESOLUTION:
Consider approval of Resolution No. 2026-014R appointing designated appointed officials.

BACKGROUND and RECOMMENDATION: This resolution authorizes the reappointment of all current appointed officials, with the exception of the City Engineer position. Staff recommends approval of the resolution to reappoint the existing officers and to formally appoint Wes Jenkins as City Engineer to replace Jay Sandberg who recently retired.

Link to introduction from City Manager John Willis and presentation from City Attorney Ryan Dooley: 01:19:10

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Link to motion: 01:20:05

MOTION:
A motion was made by Councilmember Larsen to approve Resolution No. 2026-014R appointing designated appointed officials.

SECOND:
The motion was seconded by Councilmember Anderson.

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VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

Link to City Manager John Willis noting that item 11 has been removed from the agenda: 01:20:33

PUBLIC HEARING/VACATE PORTION OF A UTILITIES EASEMENT AND DRAINAGE EASEMENT/ORDINANCE:

Public hearing and consideration of Ordinance No. 2026-048 vacating a portion of a utilities easement and drainage easement located along the rear lot line of Lot 76 of the Bloomington Country Club No. 6 Subdivision.

BACKGROUND and RECOMMENDATION: The plat for Bloomington Country Club No. 6 Subdivision identifies utility and drainage easements along both the front and rear of each lot. The applicant is requesting that the utilities easement and drainage easement located along the rear property line be vacated. Vacating these easements will allow the property owner to incorporate the parcel acquired from Bloomington Country Club into the existing lot, thereby increasing the overall size of Lot 76. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Public Works Director Cameron Cutler: 01:20:33

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Link to public hearing; there were no public comments: 01:21:39

Link to motion: 01:21:52

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2026-048 vacating a portion of a utilities easement and drainage easement located along the rear lot line of Lot 76 of the Bloomington Country Club No. 6 Subdivision.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye

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Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATE EASEMENTS/ORDINANCE:

Public hearing and consideration of Ordinance No. 2026-049 vacating all easements on Lots 3, 4, and former Sac Street, City of St. George Industrial Park, except for the Pole Line Easement crossing Lot 3.

BACKGROUND and RECOMMENDATION: The City of St. George Industrial Park subdivision plat depicts easements along the perimeter of the lots as well as easements crossing through the lots. Several of these easements cannot be accurately plotted because they are not defined by metes and bounds descriptions. Therefore, this request proposes to vacate all existing easements within the affected area, with the exception of the Pole Line Easement that runs east-west across Lot 3, which will remain in place. As part of the proposed subdivision amendment, new easements will be dedicated along the boundaries of the reconfigured lots to accommodate existing and future utility needs. It should also be noted that Sac Street was vacated by City Council action many years ago and is now owned by the adjoining lot owners. This request includes the vacation of any remaining easements located within the former Sac Street right-of-way. The proposed subdivision amendment will reconfigure the boundaries and layout of Lots 3 and 4, and the new easements will be granted as part of the approval and recording of the amended subdivision plat. The Joint Utilities Commission has recommended approval.

Link to introduction from City Manager John Willis and presentation from Public Works Director Cameron Cutler: 01:22:24

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Link to public hearing; there were no public comments: 01:23:56

Link to motion: 01:24:52

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2026-049 vacating all easements on Lots 3, 4, and former Sac Street, City of St. George Industrial Park, except for the Pole Line Easement crossing Lot 3.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye

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Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-050 amending the City Zoning Map by changing the zone from R-1-10 (Residential, 10,000 ft² minimum lot size) to PD-R (Planned Development Residential) on approximately 42.86 acres located generally southwest of the Gap Canyon Parkway and 1790 West intersection. (Case No. 2026-ZC-009 - Divario PA-2 Allora Village)

BACKGROUND and RECOMMENDATION: The proposal is for a multi-family project consisting of 410 townhome and apartment units with a density of 12.28 dwelling units per acre. At their meeting held on May 26, 2026, the Planning Commission held a public hearing and recommended approval with conditions, with a vote of 6-0. There were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Public Works Director Cameron Cutler, and Mr. Boles: 01:24:30

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Link to motion: 01:36:05

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2026-050 amending the City Zoning Map by changing the zone from R-1-10 (Residential, 10,000 ft² minimum lot size) to PD-R (Planned Development Residential) on approximately 42.86 acres located generally southwest of the Gap Canyon Parkway and 1790 West intersection, with the conditions snow fencing around the white designated area so it does not get disturbed, including comments from the Planning Commission – 1) public roads on the interior of the site must meet all standards for public streets including cross-section; 2) a site plan must be submitted prior to any construction on the site; and 3) access to the trails is required.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

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APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:

No appointments were made.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 01:37:57

ADJOURN TO A CLOSED MEETING:

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

A closed meeting was not held.

ADJOURN:

Link to motion: 01:42:04

MOTION:

A motion was made by Councilmember Larkin to adjourn and readjourn in the RDA meeting.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 2, 2026, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:
Mayor Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Steve Kemp
Councilmember Austin Anderson

EXCUSED:
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:
City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant Public Works Director Wes Jenkins
Community Arts Manager Peyton Lee
Operations Director Marc Mortensne
Planner Dan Boles
Planner Brenda Hatch
Planner Brian Dean
Community Development Director Carol Winner

OTHERS PRESENT:
Resident Lyla Minor
Applicant Rick Meyer

CALL TO ORDER:
Mayor Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Captain Johnny Heppler and The Pledge of Allegiance to the Flag was led by Mayor Hughes.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:
a. Recognize resident Lyla Minor.

Link to recognition of resident Lyla Minor: 00:02:27

COMMENTS FROM THE PUBLIC:
Link to Mayor Hughes outlining the rules for commenting: 00:06:13

Link to comments from resident Jimmy Wood: 00:06:52

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CONSENT CALENDAR:

a. Consider approval to award bid to TrueNorth Steel for the George Washington Pedestrian bridge.

BACKGROUND and RECOMMENDATION: This item is to award a bid to provide a 95-foot span, 10-foot wide, prefabricated pedestrian bridge for the Virgin River South Trail crossing over the future George Washington Boulevard at approximately 900 East. The City requested bids and two bids were received back. TrueNorth Steel is the low bidder in the amount of $157,298. Staff recommends approval.

b. Consider approval to award bid to JP Excavating, Inc. for the Roadway Improvements at various locations (3430 East, Ezra Drive).

BACKGROUND and RECOMMENDATION: This item is for roadway improvements at multiple locations to improve safety and drainage. The city requested bids and a total of five bids were received back. Of the five bids received, three bids were considered non-responsive as required information in bid had not been submitted. The apparent low bid was from JP Excavating, Inc in the amount of $462,322.62. Staff recommends award to JP Excavating, Inc. in the amount of $462,322,62.

c. Consider approval of award of bid to Caliber Contractor, LLC for construction of Lizard Wash Park.

BACKGROUND and RECOMMENDATION: This item is to award a bid to construct a 12-acre community park in the Desert Color area of the City to Caliber Contractor, LLC in the amount of $3,212,532.75. The Lizard Wash Park will include trails, restrooms, pavilions, parking lot, pedestrian bridge, large playground, bike park features, pickleball courts, sand volleyball court, and an open turf area. Formal bids were requested and the City received six bids. The low bid was received from Caliber Contractor, LLC in the amount of $3,212,532.75 which includes the Base Bid plus two Alternate Bids. The Lizard Wash Park is included in the FY 2027 Business Plan, is a 2023 Trails, Parks and Recreation G.O. Bond project, and is on the City's Master Plan. Staff recommends approval.

d. Consider approval of purchasing two pavilions via state contract with PlaySpace Designs for Lizard Wash Park.

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide two pavilions for Lizard Wash Park. This purchase will include materials and delivery. One of the proposed pavilions is 30X50 and the second is 30X30. Both will be entirely made of steel. Staff received a quote from PlaySpace Designs via state contract for this purchase in the amount of $153,792.50. The Lizard Wash Park is included in the FY 2027 Business Plan, is a 2023 Trails, Parks and Recreation G.O. Bond project, and is on the City's Master Plan. Staff recommends approval.

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e. Consider approval of purchasing playground equipment via state contract with PlaySpace Designs for Lizard Wash Park.

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new playground equipment for Lizard Wash Park and is for materials, surfacing, and delivery. The proposed playground equipment includes a custom spiral tower with slides, various spinners, various swings, rope playground equipment and shade structures. Surfacing will be wood fiber (wood chips). Staff received a quote from PlaySpace Designs via state contract for this purchase in the amount of $540,045.76. The Lizard Wash Park is included in the FY 2027 Business Plan, is a 2023 Trails, Parks and Recreation G.O. Bond project, and is on the City's Master Plan. Staff recommends approval.

f. Consider approval of the purchase of a 2026 Freightliner 10-ton Boom Truck for the Water Services Department.

BACKGROUND and RECOMMENDATION: This item is for the purchase of a 2026 Freightliner 10-ton Boom Truck for the Water Services Department. This is a replacement of an existing 1987 Digger/Crane Truck that is past its useful life. This equipment is used to remove, replace, and maintain various large pumps and motors in the water distribution, irrigation, and wastewater divisions of the department. This piece of equipment is available from Custom Truck One Source through state contract in the amount of $291,287. Staff recommends approval.

g. Consider approval of a Professional Services Agreement with Alliance Consulting, LLC for construction phase services for Lizard Wash Park.

BACKGROUND and RECOMMENDATION: Alliance Consulting, LLC recently completed the civil design portion of the construction documents and bid phase for Lizard Wash Park and now the project is ready to move on to construction. This proposed PSA with Alliance Consulting, LLC is to provide construction phase services for Lizard Wash Park. The Lizard Wash Park is included in the FY 2027 Business Plan, is a 2023 Trails, Parks and Recreation G.O. Bond project, and is on the City's Master Plan. Staff recommends approval.

h. Consider approval of a Billboard Lease Agreement with the Utah Department of Transportation for the billboard located on the east side of I-15 at milepost 5.06560.

BACKGROUND and RECOMMENDATION: This is the city billboard. We had a lease agreement dating back to the 1970s with UDOT. UDOT has provided a lease for a ten year term for $0. The purpose of this billboard lease agreement is to continue city use of the billboard with a new lease. Staff recommends approval.

i. Consider approving the acceptance of a $100,000 grant award from the Utah Commission on Criminal and Juvenile Justice (CCJJ).

BACKGROUND and RECOMMENDATION: The Commission on Criminal and Juvenile Justice (CCJJ) has awarded the Washington County Drug Task Force

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$100,000 in FY2027 funding to be approved for use by the Police Department. This is an annual award to fund the Washington County Drug Task Force. A long-standing partnership exists among St. George City Police, WCDTF, and CCJJ, reflecting a history of grant funding used for various investigative and personnel costs critical to their mission. Without CCJJ's grant support, significant drug investigations, which have led to the seizure of thousands of pounds of illegal narcotics intended for community infiltration, would not be feasible. The CCJJ grant, which is competitive, awarded $100,000 to the city for the 2027 grant cycle. The required reporting metrics for the grant are evaluated annually and are well within the team's current investigative work. Staff recommends approval.

j. Consider approval of an agreement for the Sale of Real Property to Scott and Connie Wagstaff for city property deemed surplus at the south lot line of 1763 West Bridge Point Way (SG-6-2-26-4321) for 0.195 acres.

BACKGROUND and RECOMMENDATION: Mr. Wagstaff recently purchased property at 1763 West Bridge Point Way and is requesting to purchase 0.195 acres of adjacent city owned property, identified as SG-6-2-26-4321, located behind his lot. This area includes an existing concrete patio and landscaping. He is requesting the acquisition, so he can improve, maintain and make use of the existing concrete pad and landscaping. As part of the proposed transaction, Mr. Wagstaff has agreed to grant the city a 20-foot utility easement across the southern portion of the property being acquired. This easement will allow access for a future sewer line clearances and maintenance.

k. Consider approval of a fee waiver for the Dink with Dove Pickleball Tournament sponsored by the Dove Center, to be held February 26-27, 2027.

BACKGROUND and RECOMMENDATION: The City of St. George has partnered with the DOVE Center for the last 30 years to enhance community safety and wellbeing to thousands of St. George residents. The annual Dink with DOVE Pickleball Tournament creates a fun, inclusive community event that raises awareness for survivors of domestic violence and sexual assault. Funds raised through this tournament directly sustain DOVE Center's essential services, including housing, counseling, advocacy and prevention education for more than 1,400 individuals each year.

Link to presentation from City Manager John Willis, including discussion Councilmember Kemp requesting to remove item 3b from the consent calendar for discussion at a work meeting: 00:09:30

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Link to motion: 00:10:35

MOTION:

A motion was made by Councilmember Kemp to approve the consent calendar as presented, except for item 3b.

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SECOND:
The motion was seconded by Councilmember Larsen.

VOTE:
Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

Link to comments from Councilmember Larkin regarding park and trail items on tonight's consent calendar: 00:11:25

Discussion between the City Council and regarding item 3b: 00:14:22

Link to motion: 00:15:44

MOTION:
A motion was made by Councilmember Kemp to approve the portion of item 3b related to 3430 East, but hold on the Ezra Lane location, and bring it to a future work meeting.

SECOND:
The motion was seconded by Councilmember Larkin.

Discussion between the City Council, Assistant Public Works Director Wes Jenkins, and City Manager John Willi: 00:16:38

Link to Councilmember Kemp retracting and restating motion: 00:19:11

RESTATED MOTION:
A motion was made by Councilmember Kemp to remove item 3b with instruction to staff to work with the contractor on a potential change order to modify and remove Ezra Lane from the project.

Link to further discussion between City Attorney Ryan Dooley, the City Council, Assistant Public Works Director Wes Jenkins, and City Manager John Willis: 00:19:33

AMENDED RESTATED MOTION:
A motion was made by Councilmember Kemp to approve item 3b as stated.

Link to Councilmember Kemp requesting staff bring the Ezra Lane portion to the next work meeting, and comments from City Attorney Ryan Dooley: 00:22:27

DRAFT

Link to 2nd amended restated motion: 00:23:12

2ND AMENDED RESTATED MOTION:

A motion was made by Councilmember Kemp to approve item 3b conditioned on staff bringing the Ezra Lane portion of the project to a work meeting in two weeks for discussion and direction.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

RAP TAX ART GRANTS DISTRIBUTION LIST FOR FY2027:

Consider approval of the St. George Arts Commission's RAP Tax art grants distribution list for FY2027.

BACKGROUND and RECOMMENDATION: Each year since the approval of RAP Tax, the St. George Arts Commission receives and reviews grant applications from local cultural non-profits. The St. George Arts Commission met on Thursday, May 28th, 2026 to discuss applications for RAP Tax Grants in the 2026-2027 fiscal year. The Commission received and reviewed 31 applications for funds this year, totaling $404,425 in requests and has recommended allocations totaling $250,000.

Link to introduction from City Manager John Willis and presentation from Community Arts Manager Peyton Lee: 00:23:52

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Link to motion: 00:25:23

MOTION:

A motion was made by Councilmember Kemp to approve the St. George Arts Commission's RAP Tax art grants distribution list for FY2027.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent

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Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

APPROVE FORM OF LEASE AGREEMENT/RESOLUTION:

Consider approval of Resolution No. 2026-015R approving the form of a lease agreement with ZMFU II, Inc. for the purchase of new golf carts for city golf courses.

BACKGROUND and RECOMMENDATION: In January 2026 the City Golf Division advertised a Request for Proposals (RFP) for a new golf cart fleet for the four city courses. Of the two proposals received, Intermountain Golf Cars' proposal which includes a five-year lease of 262 new Lithium battery powered golf carts was reviewed and accepted. This lease agreement with Zion's Bank provides the financing for the new carts provided by Intermountain Golf Cars. The actual lease rate will lock in 30-days prior to closing which is expected to be July 2026.

Link to introduction from City Manager John Willis, including discussion between the City Council and Operations Director Marc Mortensen: 00:25:37

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Link to motion: 00:26:38

MOTION:

A motion was made by Councilmember Anderson to approve the consent calendar as presented Resolution No. 2026-015R approving the form of a lease agreement with ZMFU II, Inc. for the purchase of new golf carts for city golf courses.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

HILLSIDE DEVELOPMENT PERMIT

Consider approval of a Hillside Development Permit to establish the location of the ridgeline on approximately 0.44 acres located on Lot 59 of South Rim at Foremaster. (Case No. 2026-HS-003 - South Rim at Foremaster Lot 59)

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BACKGROUND and RECOMMENDATION: The applicant is requesting to establish the location of the ridgeline for South Rim at Foremaster Ridge Phase 3 lot 59. The applicant proposed a ridgeline location which he feels is more indicative of the actual ridgeline rather than the property line. The Hillside Review Board held a public meeting on the site to determine where the ridgeline is located. In the discussion, they came up with a line closer to the property line that they believed to be the ridgeline location. The revised proposed ridgeline as determined by the Hillside Review Board is attached as Exhibit 'D' of the staff report. After hearing the request, The Planning Commission had questions and determined to see the site. After gathering at the site and discussing further in their public meeting ultimately voted 5-2 to follow the applicant's original requested location.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including discussion between Mayor Hughes, the City Council, City Manager John Willis, and Mr. Jenkins: 00:27:11

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Link to motion: 00:33:54

MOTION:
A motion was made by Councilmember Anderson to approve the Hillside Development Permit to establish the location of the ridgeline on approximately 0.44 acres located on Lot 59 of South Rim at Foremaster.

SECOND:
The motion was seconded by Councilmember Kemp.

VOTE:
Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-051 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 3.29 acres generally located east of River Road on White Dome Drive. (Case No. 2026-PDA-014 - White Dome Commercial Center Phase 1)

BACKGROUND and RECOMMENDATION: This proposal is to approve a site plan and elevations for two medical office buildings in the White Dome Commercial PD-C (Planned Development Commercial). The underlying general plan is COM (Commercial). At their meeting held on June 9, 2026, the Planning Commission held

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a public hearing and recommended approval with a unanimous vote of 6-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch, including: 00:34:13

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Link to motion: 00:37:49

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2026-051 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 3.29 acres generally located east of River Road on White Dome Drive.

SECOND:
The motion was seconded by Councilmember Larsen.

VOTE:
Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:
Consider approval of Ordinance No. 2026-052 amending the Riverfront Medical Center Planned Development Commercial zone on approximately 1.28 acres located at 585 East Riverside Drive. (Case No. 2026-PDA-015 - Riverfront Medical Center Phase III)

BACKGROUND and RECOMMENDATION: The proposal is for new office building which will complete the building medical office site. The underlying general plan is COM (Commercial). At their meeting held on June 9, 2026, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 6-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Boles: 00:38:26

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Link to motion: 00:42:36

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MOTION:
A motion was made by Councilmember Anderson to approve Ordinance No. 2026-052 amending the Riverfront Medical Center Planned Development Commercial zone on approximately 1.28 acres located at 585 East Riverside Drive.

SECOND:
The motion was seconded by Councilmember Larkin.

VOTE:
Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:
Consider approval of Ordinance No. 2026-053 amending the Sun River PD-R (Planned Development Residential) zone on approximately 3.24 acres generally located south of Angel Arch Drive and west of Pearl Vista Drive. (Case No. 2026-PDA-013 - Angel Arch Church Addition)

BACKGROUND and RECOMMENDATION: The proposal is for an approximately 3,600 sq. ft. addition to an existing religious facility. The underlying general plan is LDR (Low Density Residential). At their meeting held on June 9, 2026, the Planning Commission held a public hearing, and recommended approval with a 6-0 vote with no conditions. There were two public comment letters received, and no public comments were made at the meeting.

Link to introduction from City Manager John Willis and presentation from Planner Brian Dean: 00:43:11

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Link to motion: 00:46:56

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2026-053 amending the Sun River PD-R (Planned Development Residential) zone on approximately 3.24 acres generally located south of Angel Arch Drive and west of Pearl Vista Drive to expand the religious building located on the parcel.

SECOND:
The motion was seconded by Councilmember Larsen.

VOTE:
Mayor Hughes called for a roll call vote, as follows:

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Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-054 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 ft² minimum lot size) to RE-20 (Residential Estates, 20,000 ft² minimum lot size) on approximately 3.48 acres located on the northwest corner of 2450 South and 3210 East. (Case No. 2026-ZC-011 - Sullivan 2450 South)

BACKGROUND and RECOMMENDATION: The owner of the subject property wishes to develop the western three-quarters of the property into commercial development. However, in an attempt to provide a buffer between the commercial development and the larger homes to the east, he is proposing half acre lots. Planning Commission held a public hearing on June 9, 2026 and received no comments from the public. They recommend approval of the application with a 6-0 vote.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles: 00:47:34

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Link to motion: 00:49:40

MOTION:

A motion was made by Councilmember Anderson to approve Ordinance No. 2026-054 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 ft² minimum lot size) to RE-20 (Residential Estates, 20,000 ft² minimum lot size) on approximately 3.48 acres located on the northwest corner of 2450 South and 3210 East.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

DRAFT

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-055 amending the City Zoning Map by changing the zone from A-20 (Agricultural 20-acre lot minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 55.03 acres generally located south of the Fort Pierce Wash, along the Utah-Arizona border in the far southeastern corner of the City of St. George. (Case No. 2026-ZC-010 - Desert Haven)

BACKGROUND and RECOMMENDATION: The underlying general plan is MDR (Medium Density Residential). With the adjacent zoning of A-20 (Agricultural 20-acre lot minimum) on the north, Arizona on the south, PD-R (Planned Development Residential) and A-20 (Agricultural 20-acre lot minimum) to the east, and Washington County to the west. At their meeting held on June 23, 2026, the Planning Commission held a public hearing and recommended approval with a unanimous vote of 7-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch: 00:50:17

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Link to motion: 00:51:50

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2026-055 amending the City Zoning Map by changing the zone from A-20 (Agricultural 20-acre lot minimum) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 55.03 acres generally located south of the Fort Pierce Wash, along the Utah-Arizona border in the far southeastern corner of the City of St. George.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-056 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates 20,000 SF min lot size) to PD-R (Planned Development Residential) on approximately 1 acre generally located north of 1800 North and West of 2100 West. (Case No. 2026-ZC-008 - Dixie Downs 9 Townhomes)

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BACKGROUND and RECOMMENDATION: The proposal is for a multi-family project consisting of 9 townhome units with a density of approximately 9 units per acre. At their meeting held on June 9, 2026, the Planning Commission held a public hearing and recommended approval with conditions, with a vote of 6-0. There were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Brian Dean, including discussion between the City Council, applicant Rick Meyer, and Mr. Dean: 00:52:36

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Link to motion: 01:00:10

MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2026-056 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates 20,000 SF min lot size) to PD-R (Planned Development Residential) on approximately 1 acre generally located north of 1800 North and West of 2100 West, with the Planning Commission's recommendations.

Link to discussion between the City Council, Community Development Director Carol Winner, and City Manager John Willis: 01:00:42

Link to amended motion and further discussion between Mayor Hughes and the City Council: 01:04:52

AMENDED MOTION:

Councilmember Kemp amended his motion to not include the language concerning the requirement that garbage cans be retained in screens.

Link to restated motion and additional discussion between the City Council: 01:05:25

RESTATED MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2026-056 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates 20,000 SF min lot size) to PD-R (Planned Development Residential) on approximately 1 acre generally located north of 1800 North and West of 2100 West, with the Planning Commission's recommendations #3 and #4.

Link to amended restated motion: 01:06:50

AMENDED RESTATED MOTION:

Councilmember Kemp amended his restated motion to approve this item to include some kind of plan for location of the garbage cans along with recommendations from the Planning Commission #3 - That the applicant

DRAFT

utilizes additional variations and colors on the building elevations; and #4 That the applicant shall meet the PD-R front landscape requirements found in Title 10 of City code.

SECOND:

The amended restated motion was seconded by Councilmember Anderson.

VOTE:

Mayor Hughes called for a roll call vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:

No appointments were made.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 01:07:37

ADJOURN TO A CLOSED MEETING:

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

A closed meeting was not held.

ADJOURN:

Link to motion: 01:11:07

MOTION:

A motion was made by Councilmember Anderson to adjourn.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – absent
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Date: 07/16/2026 **Agenda Item Number:** 03

Subject:

Public hearing and consideration of Ordinance No. 2026-051 to vacate approximately 613 feet of platted right-of-way at the south end of Desert Color Parkway.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Andy Hubbard - Great Basin Engineering

Reference Number: PLANLRE26-014

Address/Location:

Southern end of Desert Color Parkway

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

A roadway dedication plat for Desert Color Parkway and Lagoon Parkway Roadway was recorded in 2019. Intermountain Health is building a clinic in the Desert Color development and as part of the construction design they are relocating the roadway to fit their layout. The road will continue in a southerly direction and eventually connect to Desert Sage Parkway.

Staff Narrative (need/purpose):

A subdivision plat for Intermountain Desert Color has been submitted and is currently being reviewed in City Inspect under reference number PLANFP26-014.

Name of Legal Dept approver: Jami Brakin

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
61 S Main St
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-PL

AN ORDINANCE VACATING A PORTION OF A PLATTED DESERT COLOR PARKWAY RIGHT-OF-WAY, LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Approximately 263.00 feet located at the southerly terminus of Desert Color Parkway)

WHEREAS, a petition was submitted to the City Council requesting the vacation of a portion of the platted right-of-way located at the southerly terminus of Desert Color Parkway, as dedicated by the Desert Color Parkway and Lagoon Parkway Roadway Dedication Plat, on file in the Office of the Washington County Recorder as Document No. 20190000314, and more particularly described and depicted in **Exhibit A** and **Exhibit B**; and

WHEREAS, the construction of the new Intermountain Health Clinic requires the realignment and reconstruction of Desert Color Parkway as part of the proposed Intermountain Desert Color Subdivision Plat; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended approval; and

WHEREAS, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Roadway**: The portion of the platted right-of-way located at the southerly terminus of Desert Color Parkway, as dedicated by the Desert Color Parkway and Lagoon Parkway Roadway Dedication Plat, recorded as Document No. 20190000314 in the Office of the Washington County Recorder, and more particularly 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 _____, 2026.

CITY OF ST. GEORGE:

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____
Councilmember Anderson _____

GREAT BASIN ENGINEERING INC

6/29/2026

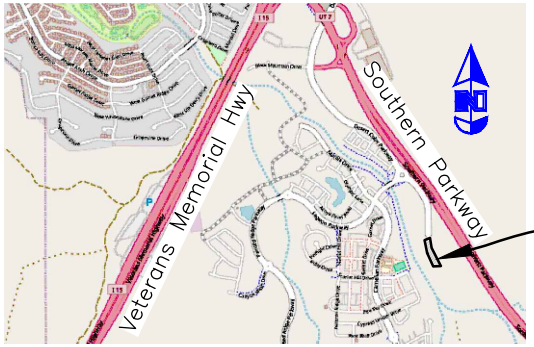
Exhibit A
(Vacating a portion of Desert Color Parkway)

Desert Color Clinic

Desert Color Parkway Vacation Description

Beginning at a point on the Easterly Right of way line of Desert Color Parkway, said point is 2,982.02 feet South 88°54’47” East along the Section Line and 926.77 feet South 01°05’13” West from the West Quarter corner of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, said point also being the beginning of a non-tangent curve to the right of which the radius point lies North 88°20'05" West a radial distance of 202.93 feet; thence Southerly along the arc a distance of 27.73 feet (Central Angle equals 7°49'46" and Long Chord bears South 5°34'48" West 27.71 feet); thence South 9°29'36" West 53.42 feet to a point of curvature to the left having a radius of 197.00 feet; thence Southerly along said arc 26.91 feet, (Central Angle equals 7°49'36" and Long Chord bears South 5°34'48" West 26.89 feet); thence South 1°40'01" West 12.03 feet to a point on a non-tangent curve to the left having a radius of 964.00 feet; thence along said arc a distance of 138.38 feet (Central Angle equals 8°13'29" and Long Chord bears South 2°26'44" East 138.26 feet); thence South 82°26'42" West 72.01 feet to a point on a non-tangent curve to the right having a radius of 1,036.31 feet; thence along said arc a distance of 149.97 feet, (Central Angle equals 8°17'30" and Long Chord bears North 2°28'47" West 149.84 feet); thence North 1°40'01" East 119.42 feet; thence South 88°19'59" East 83.00 feet to the POINT OF BEGINNING.

Containing 19,572 square feet or 0.4493 acres, more or less.



Vicinity Map

(Not to Scale)

East Quarter Corner of Section 25, T43S, R16W, SLB&M, U,S, Survey (Found 3" Alum. Washington Co Cap)

S 1°05'13" W 926.77'

Point of Beginning

110.62'

Center Quarter Corner of Section 25, T43S, R16W, SLB&M, U,S, Survey (Nothing Found County Ref No G234316)

5286.06'

N 88°54'47" W 2982.02'

S 88°54'47" E 2639.65'

West Quarter Corner of Section 25, T43S, R16W, SLB&M, U,S, Survey (HCN-298 Found 1998 WC Alum Cap County Ref No G214316)

Northwest Quarter Corner of Section 25, T43S, R16W, SLB&M, U,S, Survey (HCN 297 Found R&C RLS 4804681 County Ref No J214316)

N 01°09'24" E 2634.52'

N 01°11'56" E 5272.47'

N 01°14'26" E 2638.04'

N 01°14'27" E 2637.90'

TIE INFO

BASIS OF BEARING

S 88°50'44" E 2638.73'

S 88°50'53" E 2638.52'

South Quarter of Section 25, T43S, R16W, SLB&M, U,S, Survey (HCN-302 Found 3" 1998 Washington Co. Cap County Ref No E234316)

Southwest Corner of Section 25, T43S, R16W, SLB&M, U.S. Survey (HCN-299 Found 3" 1998 Alum. Washington Co. Cap County Ref No E214316)

Point of Beginning

Δ = 7°49'46"
R = 202.93'
L = 27.73'
LC = 27.71'
S 5°34'48" W

53.42'
S 9°29'36" W

Parcel #SG-6-3-25-231

Δ = 7°49'36"
R = 197.00'
L = 26.91'
LC = 26.89'
S 5°34'48" W

12.03'
S 1°40'01" W

Δ = 8°13'29"
R = 964.00'
L = 138.38'
LC = 138.26'
S 2°26'44" E

Existing right-of-way for Desert Color Parkway to Remain

83.00'
S 88°19'59" E

Area of Proposed Right-of-Way Vacation

S 1°40'01" W 119.41'

19,571 Sqft.
0.449 Acres

S 1°40'01" W 71.90'

S 6°33'29" E 72.53'

S 82°26'42" W 72.01'

Parcel #SG-6-3-25-231

Scale: 1" = 40'

40 0 10 20 40 50 60 70 80

Graphic Scale

N 1°40'01" E 119.42'

Parcel #SG-6-3-25-241

Δ = 8°17'30"
R = 1036.31'
L = 149.97'
LC = 149.84'
N 2°28'47" W

Exist. Parcel Line

GREAT BASIN ENGINEERING

Exhibit B

Vacating a portion of Desert Color Parkway

A part of the Southwest Corner Section 25,
T43S, R16W, SLB&M, U.S. Survey
St. George City, Washington County, Utah

June 29, 2026

SHEET NO.
1 of 1

23N218 – V.DWG

Agenda Date: 07/16/2026 **Agenda Item Number:** 04

Subject:

Consider approval of Ordinance No. 2026-052 amending the Desert Color Planned Development Commercial zone on approximately 1.28 acres located east of Desert Color Parkway, between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-016 - McDonald's Desert Color)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Darrin Perkes

Reference Number: 2026-PDA-016

Address/Location:

Generally east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive

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

The proposal is for a fast food restaurant (McDonald's) in the Desert Color PD-C (Planned Development Commercial) zone. At their meeting held on June 23, 2026, the Planning Commission held a public hearing and recommend approval with two conditions, with a vote of 7-0; there were no public comments.

Staff Narrative (need/purpose):

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for McDonald's in the Desert Color commercial area. Any new site plan for changes within an approved PD-C zone require a PD amendment.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At their meeting held on June 23, 2026, the Planning Commission held a public hearing, and recommend approval with a vote of 7-0 and with the following single condition:1. A site plan must be applied for and approved prior to construction of the site. 2. The final plat must be reviewed and recorded to create the lot upon which it is located.

Attachments

St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: 06/23/2026
CITY COUNCIL AGENDA REPORT: 07/16/2026

McDonald's at Desert Color Planned Development Amendment (Case No. 2026-PDA-016)		
Request:	To amend the Desert Color PD-C (Planned Development Commercial) zone for construction of a restaurant.	
Applicant:	Dominion Engineering	
Representative:	Darrin Perkes	
Location:	Located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive	
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 1.28 acres	



BACKGROUND:

This is a request to approve the conceptual site plan, landscape plan, elevations, renderings, for McDonald's in the Desert Color commercial area. Any new site plan or changes that occur in an approved PD-C (Planned Development Commercial) zone requires approval of a PD amendment. There have been several approvals for commercial development within Desert Color such as Big Shots Golf Center, pads A, K, M & N, Mountain America, America First Credit Union, Panda Express, The Break restaurant, Fabulous Freddy's, Dutch Bros and Taco Bell. This property sits to the west of Dutch Bros/Taco Bell and Pad 'A'/Fabulous Freddy's across Desert Color Pkwy. A preliminary plat creating the proposed subject lot has been reviewed and approved by the Planning Commission and a final plat must be recorded to finalize the creation of the lot.

The proposed project is relatively small, covering about 1.28 acres and featuring a single 4,248 square-foot building. Access will come from Desert Color Parkway through a shared drive aisle with Dutch Bros and Taco Bell. While the Dutch Bros site was originally expected to be the first development in this area, construction timing could result in McDonalds being built first. Either way, the project will provide adequate access from Desert Color Parkway, including a drive aisle at least 25 feet wide.

The site includes a single building, along with areas for landscaping, detention, and parking. The 4,248 square-foot building (1,045 square feet of dining and 3,203 square feet of kitchen space) requires 24 parking stalls, which are provided. The project also includes one drive-through lane, with a queuing area that staff estimates can accommodate about eight vehicles.

Please see the table below for a summary of the zoning requirements.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	10-8D-6	Proposed setbacks: Front (south-west): 100' Side (north-west): 52' Side (south-east): 107' Rear (north-east): 37'	The proposed front (south-west) setback is shown at 100' from the common drive aisle creating area for landscaping and parking. All setbacks are being met.
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans and is provided around the building except on the drive-through side (north-east).	The plans appear to meet the required pedestrian circulation.
Uses	PD-C use list	Restaurant	"Restaurant, coffee shop, delicatessen, internet café" is an approved use in the PD-C portion of Desert Color per

			their zone plan.
Height and Elevation	10-8D-6	Approximately 22' to top of parapet and 24' to highest point of ornamental features.	The maximum allowed height is 55' in Desert Color PD-C.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2	Conceptual landscape plan provided (approximately 24% of site).	The landscaping seems to be sufficient. During site plan review, staff will ensure the code compliance.
Utilities	10-8D-2	Conceptual utility plan provided with plat	Utilities have been reviewed with the plat and site plan.
Signs	10-8D-2	Signage is conceptual	Signs will be approved through the sign permit process.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting will be reviewed thoroughly during formal site plan review but appears to meet the requirements of the code.
Lot Coverage	10-8D-6	Conceptual plan shown (7.6%)	The site plan meets lot coverage regulations <50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located on south-east side of the site, will be screened from view.
Landscaping	10-8D-6	Minimum 15' landscape buffer along Southern Parkway.	Plans meet this requirement.
Parking	10-19-5	40 parking stalls provided	Restaurant Kitchen/prep area: 1:250 = 11 stalls Dining Area: 1:100 = 13 stalls
EVCS And Bike Parking	10-19-6	Location of bike parking and conduit for electric parking stations not shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements to comply with Title 10-19-6.

RECOMMENDATION:

On June 23, 2026, Planning Commission held a public hearing on the proposed PD amendment and recommend approval with a 7-0 vote with the following conditions:

1. A site plan must be applied for and approved prior to construction of the site.
2. The final plat must be reviewed and recorded to create the lot upon which it is located.

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. That the proposed Planned Development Amendment is consistent with the intent of the Desert Color PD-C zone, which anticipates neighborhood-scale commercial uses that serve residents and visitors within the development.
2. That the proposed restaurant use is allowed within the Desert Color zone plan and is compatible with existing and approved commercial development in the surrounding Desert Color area.
3. That the conceptual site plan demonstrates adequate access, internal circulation, and drive-through queuing to accommodate the anticipated demand without creating conflicts with adjacent streets or properties.
4. That the project provides sufficient parking based on the size and operational characteristics of the proposed use.
5. That the proposed development, subject to the conditions of approval, meets the applicable requirements of Title 10 and the Desert Color zone plan and will not be detrimental to public health, safety, or welfare.

POSSIBLE MOTION:

"I move that we approve the PD Amendment for McDonalds, Case No. 2026-PDA-016, based on the findings and subject to the conditions listed in the staff report."

Exhibit A
Applicants Narrative

PROPOSED RESTAURANT – DESERT COLOR DEVELOPMENT

St. George, Utah

Proposed Restaurant

A restaurant is proposed within the Desert Color Development, located on the east side of Crush Golf in St. George, Utah. This development is part of a growing mixed-use community and is intended to provide convenient dining opportunities for residents and visitors in the surrounding area. The proposed restaurant will provide dine-in service and is intended to offer the quality and convenience expected from a modern quick-service establishment. Improvements will include a new restaurant building, pedestrian access, an interior dining area, public restrooms, customer parking area, site lighting, landscaping, signage, and other supporting site improvements necessary for a commercial restaurant use.

Site Overview

The proposed restaurant will be situated on a 1.28-acre site (55,784 square feet) within the Desert Color Development. The site is zoned PD-C (Planned Development Commercial). The proposed building footprint is 4,248 square feet (7.62%). The total hardscape area is 38,063 square feet (68.24%). The proposed landscaped area consists of 13,470 square feet (24.14%), providing aesthetic improvements and water-efficient landscaping throughout the site.

Site Access

The site is designed to provide safe and efficient vehicular and pedestrian access through the Desert Color Shopping Center. Parking is provided in accordance with City requirements. Required parking is 23 stalls. The project provides 40 parking stalls, including one ADA stall and one ADA van-accessible stall. The surplus parking ensures adequate accommodation for peak demand while maintaining efficient site circulation. Pedestrian connections will link the building with adjacent sidewalks and surrounding development to support walkability.

Summary

The proposed restaurant will include high-quality building materials, efficient site design, and water-conscious landscaping to complement the surrounding Desert Color Development Shopping Center. The project is designed to enhance the commercial offerings in the area while maintaining consistency with the overall development vision. This restaurant will contribute to the continued growth and success of the Desert Color community by providing a convenient and attractive dining option for residents and visitors.



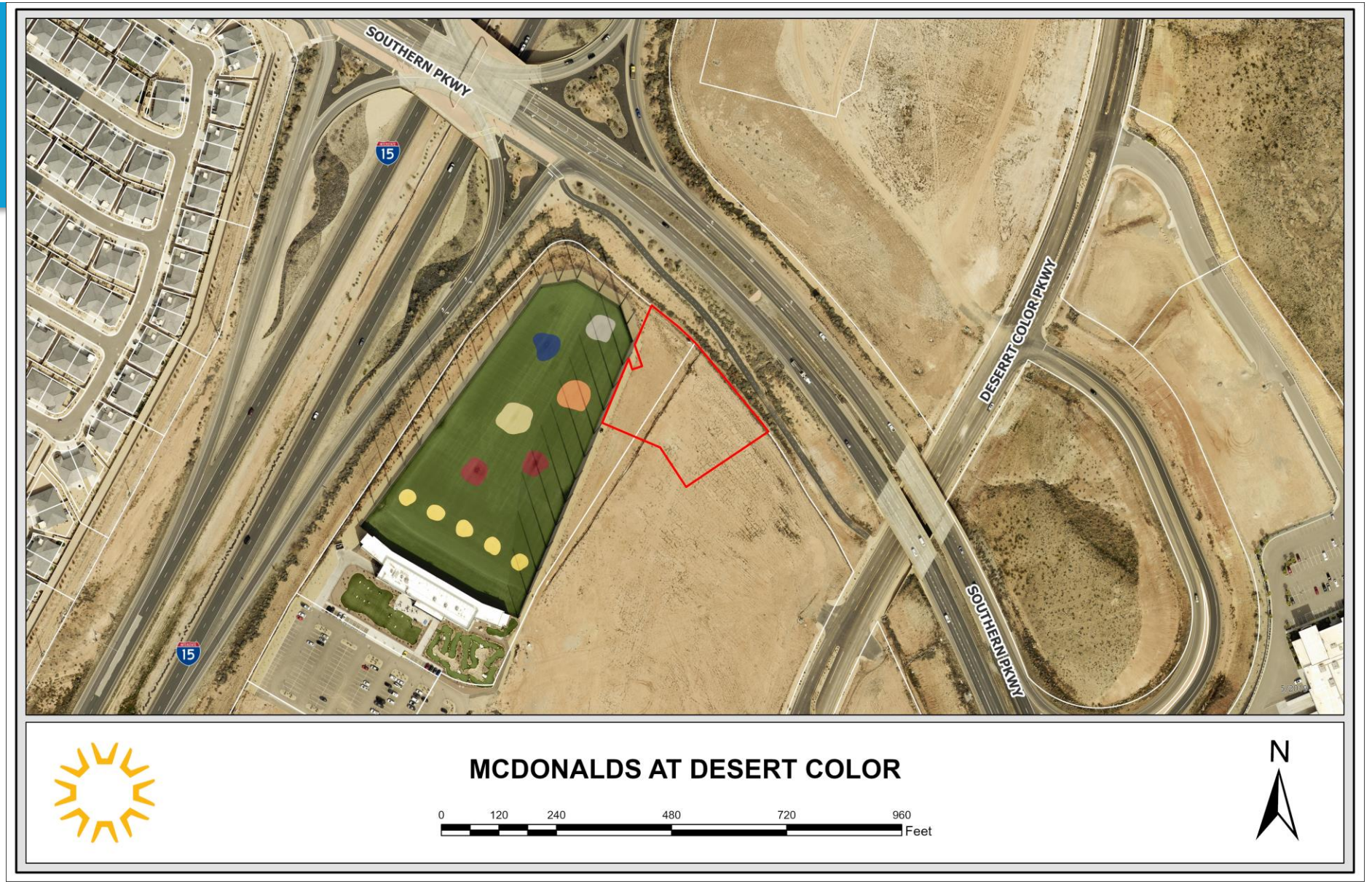
Exhibit B
PowerPoint Presentation



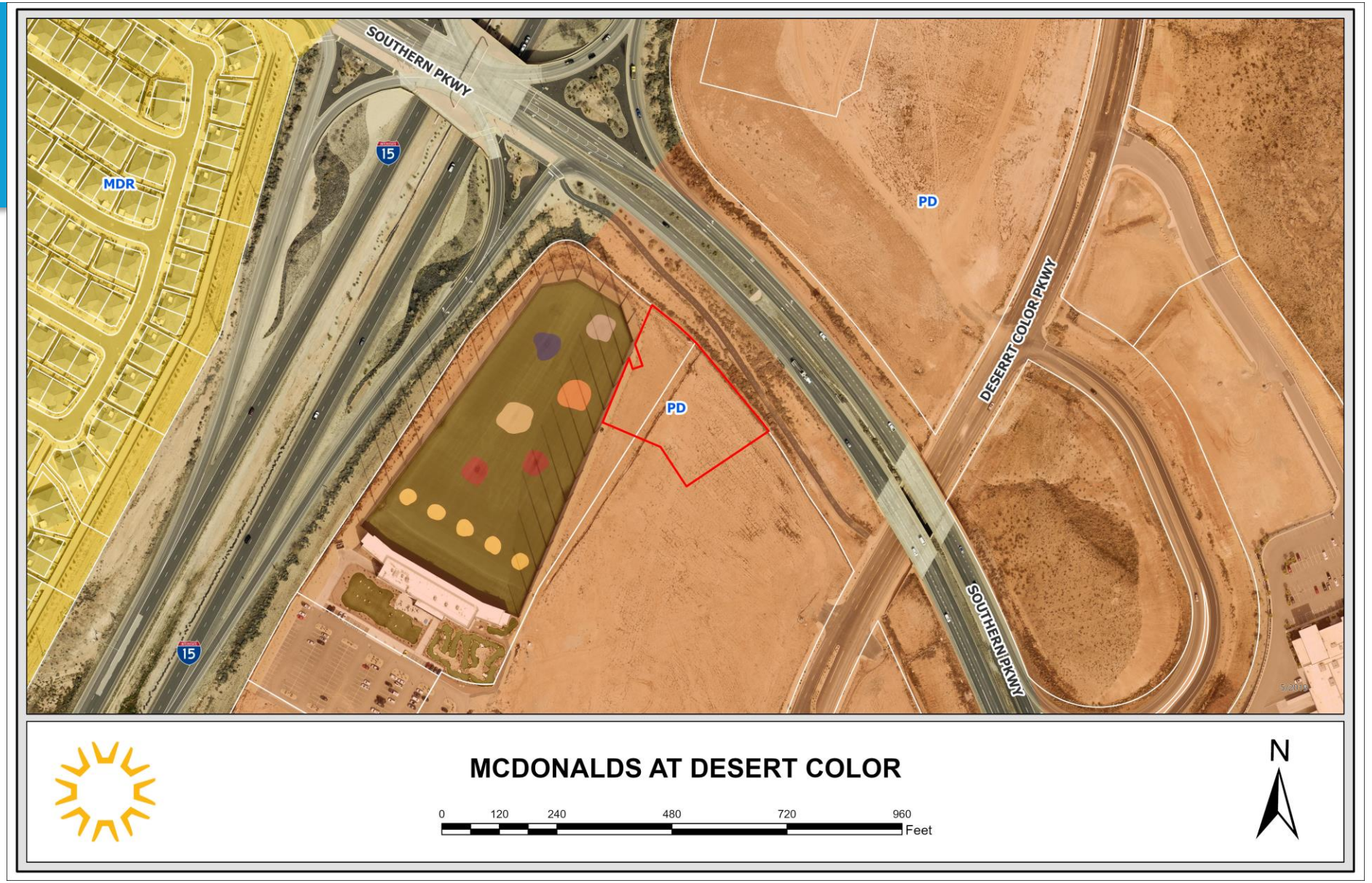
McDonald's at Desert Color

2026-PDA-016

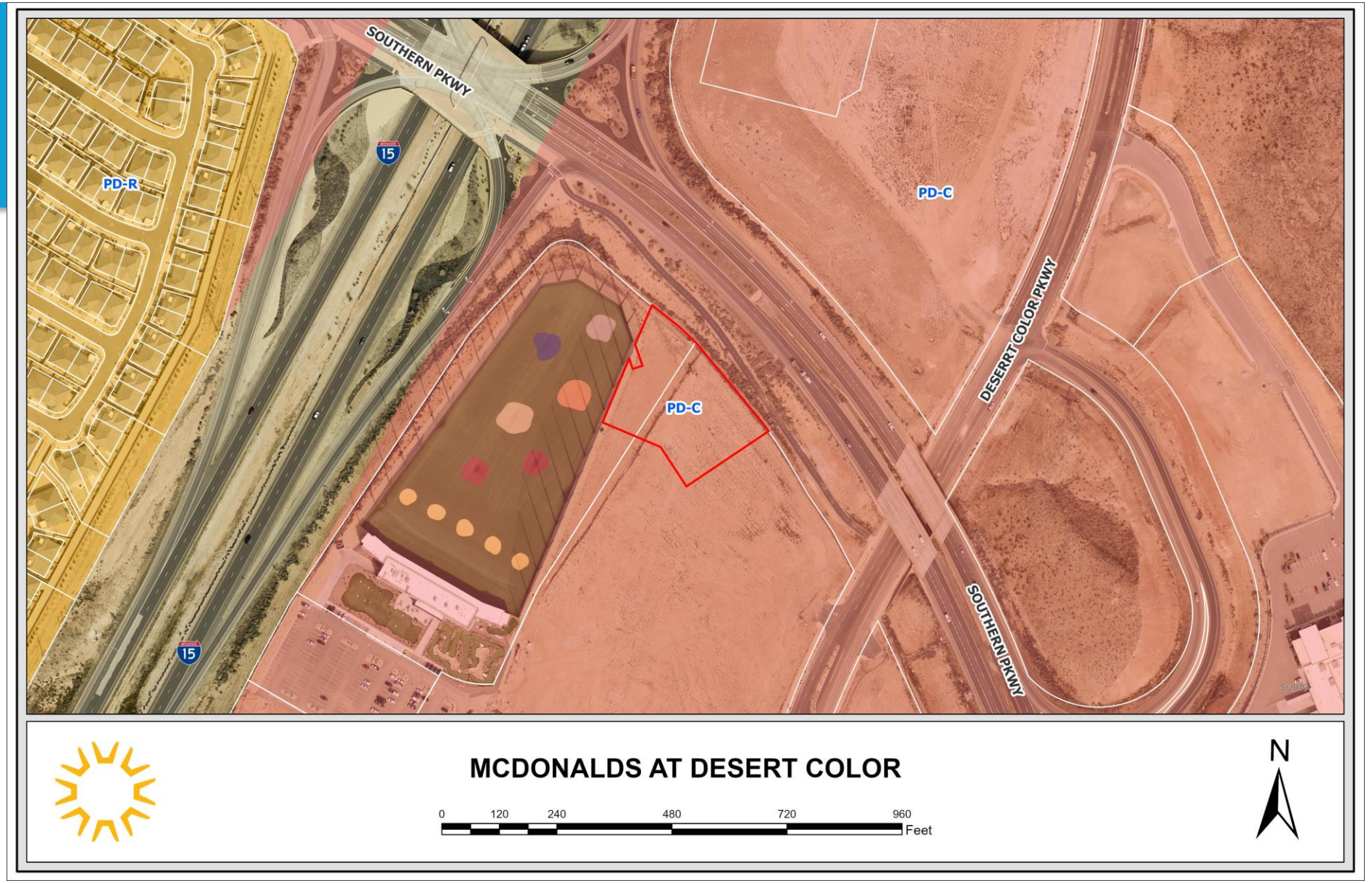
Aerial Map


SOUTHERN PKWY
15
15
DESERRT COLOR PKWY
SOUTHERN PKWY
MCDONALDS AT DESERT COLOR
0
120
240
480
720
960
Feet
N

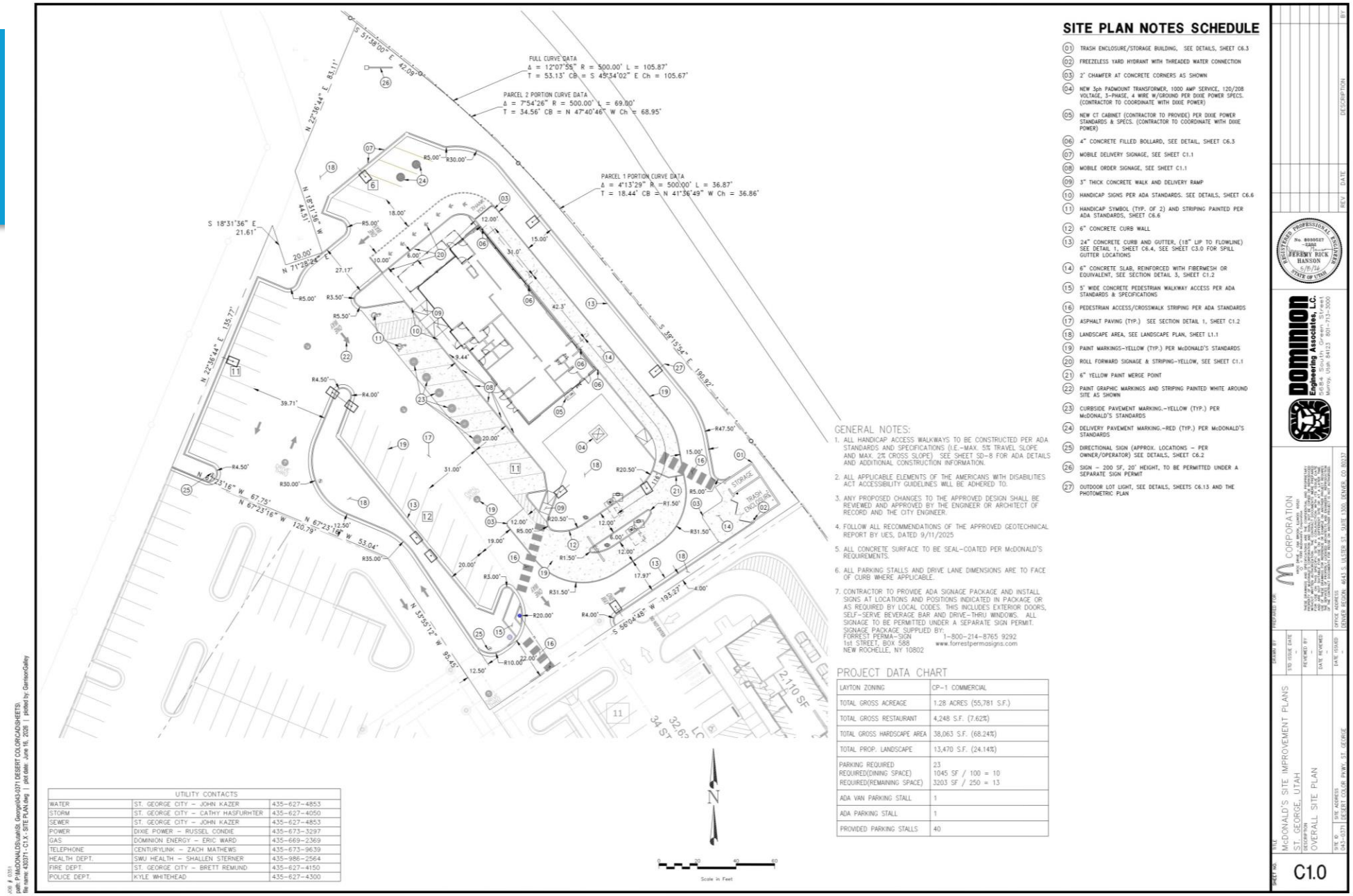
Land Use Map


SOUTHERN PKWY
MDR
15
PD
PD
DESERRT COLOR PKWY
SOUTHERN PKWY
15
MCDONALDS AT DESERT COLOR
0
120
240
480
720
960
Feet
N

Zoning Map


SOUTHERN PKWY
15
PD-R
PD-C
PD-C
DESERRT COLOR PKWY
SOUTHERN PKWY
15
MCDONALDS AT DESERT COLOR
0
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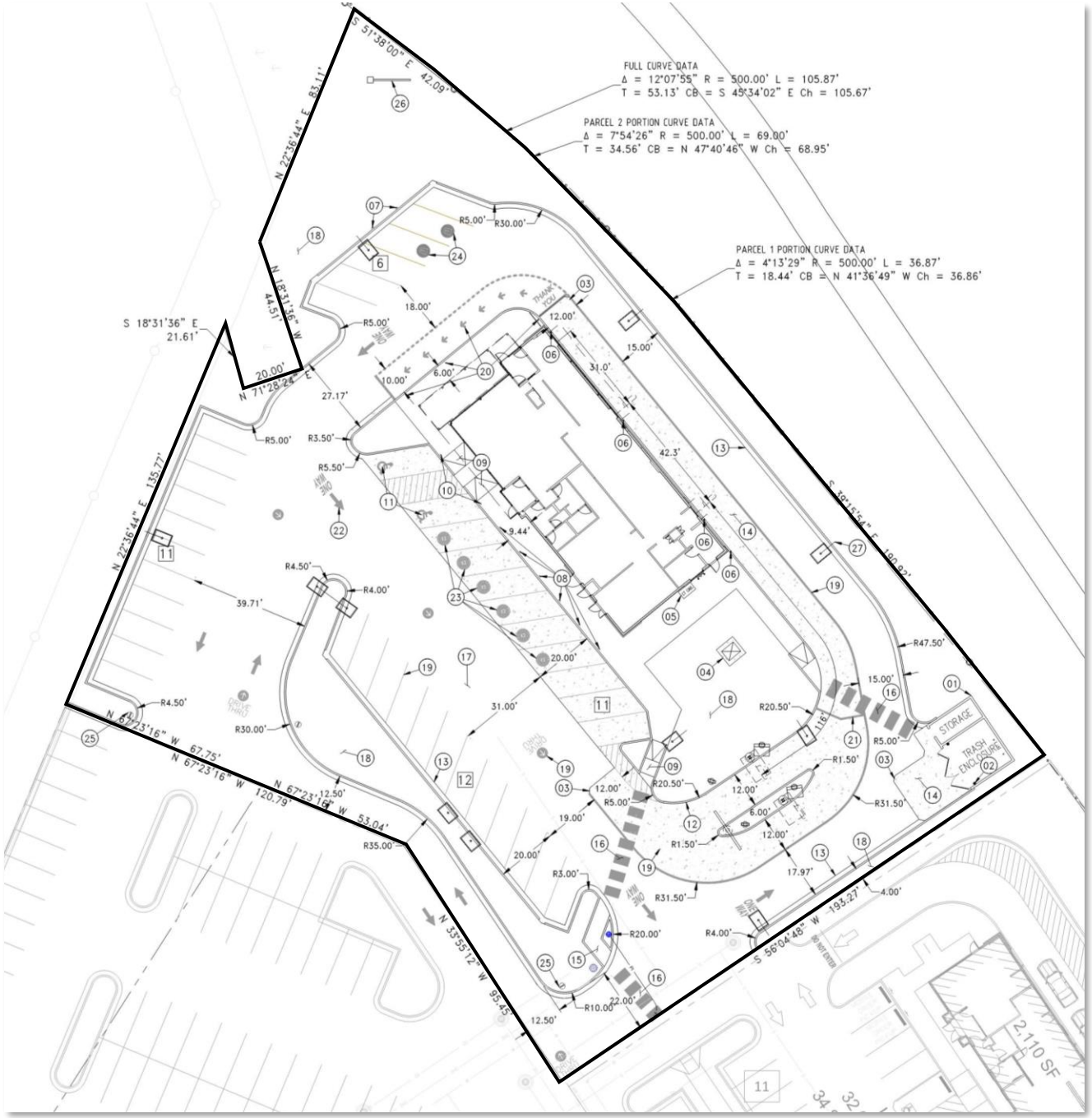
Site Plan


SITE PLAN NOTES SCHEDULE
01 TRASH ENCLOSURE/STORAGE BUILDING, SEE DETAILS, SHEET C6.3
02 FREEZELESS YARD HYDRANT WITH THREADED WATER CONNECTION
03 2' CHAMFER AT CONCRETE CORNERS AS SHOWN
04 NEW 3ph PADMOUNT TRANSFORMER, 1000 AMP SERVICE, 120/208 VOLTAGE, 3-PHASE, 4 WIRE W/GROUND PER DIXIE POWER SPECS. (CONTRACTOR TO COORDINATE WITH DIXIE POWER)
05 NEW CT CABINET (CONTRACTOR TO PROVIDE) PER DIXIE POWER STANDARDS & SPECS. (CONTRACTOR TO COORDINATE WITH DIXIE POWER)
06 4" CONCRETE FILLED BOLLARD, SEE DETAIL, SHEET C6.3
07 MOBILE DELIVERY SIGNAGE, SEE SHEET C1.1
08 MOBILE ORDER SIGNAGE, SEE SHEET C1.1
09 3" THICK CONCRETE WALK AND DELIVERY RAMP
10 HANDICAP SIGNS PER ADA STANDARDS. SEE DETAILS, SHEET C6.6
11 HANDICAP SYMBOL (TYP. OF 2) AND STRIPING PAINTED PER ADA STANDARDS, SHEET C6.6
12 6" CONCRETE CURB WALL
13 24" CONCRETE CURB AND GUTTER, (18" LIP TO FLOWLINE) SEE DETAIL 1, SHEET C6.4, SEE SHEET C3.0 FOR SPILL GUTTER LOCATIONS
14 6" CONCRETE SLAB, REINFORCED WITH FIBERMESH OR EQUIVALENT, SEE SECTION DETAIL 3, SHEET C1.2
15 5' WIDE CONCRETE PEDESTRIAN WALKWAY ACCESS PER ADA STANDARDS & SPECIFICATIONS
16 PEDESTRIAN ACCESS/CROSSWALK STRIPING PER ADA STANDARDS
17 ASPHALT PAVING (TYP.) SEE SECTION DETAIL 1, SHEET C1.2
18 LANDSCAPE AREA, SEE LANDSCAPE PLAN, SHEET L1.1
19 PAINT MARKINGS-YELLOW (TYP.) PER McDONALD'S STANDARDS
20 ROLL FORWARD SIGNAGE & STRIPING-YELLOW, SEE SHEET C1.1
21 6" YELLOW PAINT MERGE POINT
22 PAINT GRAPHIC MARKINGS AND STRIPING PAINTED WHITE AROUND SITE AS SHOWN
23 CURBSIDE PAVEMENT MARKING.-YELLOW (TYP.) PER McDONALD'S STANDARDS
24 DELIVERY PAVEMENT MARKING.-RED (TYP.) PER McDONALD'S STANDARDS
25 DIRECTIONAL SIGN (APPROX. LOCATIONS - PER OWNER/OPERATOR) SEE DETAILS, SHEET C6.2
26 SIGN - 200 SF, 20' HEIGHT, TO BE PERMITTED UNDER A SEPARATE SIGN PERMIT
27 OUTDOOR LOT LIGHT, SEE DETAILS, SHEETS C6.13 AND THE PHOTOMETRIC PLAN
GENERAL NOTES:
1. ALL HANDICAP ACCESS WALKWAYS TO BE CONSTRUCTED PER ADA STANDARDS AND SPECIFICATIONS (I.E.-MAX. 5% TRAVEL SLOPE AND MAX. 2% CROSS SLOPE) SEE SHEET SD-8 FOR ADA DETAILS AND ADDITIONAL CONSTRUCTION INFORMATION.
2. ALL APPLICABLE ELEMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES WILL BE ADHERED TO.
3. ANY PROPOSED CHANGES TO THE APPROVED DESIGN SHALL BE REVIEWED AND APPROVED BY THE ENGINEER OR ARCHITECT OF RECORD AND THE CITY ENGINEER.
4. FOLLOW ALL RECOMMENDATIONS OF THE APPROVED GEOTECHNICAL REPORT BY UES, DATED 9/11/2025
5. ALL CONCRETE SURFACE TO BE SEAL-COATED PER McDONALD'S REQUIREMENTS.
6. ALL PARKING STALLS AND DRIVE LANE DIMENSIONS ARE TO FACE OF CURB WHERE APPLICABLE.
7. CONTRACTOR TO PROVIDE ADA SIGNAGE PACKAGE AND INSTALL SIGNS AT LOCATIONS AND POSITIONS INDICATED IN PACKAGE OR AS REQUIRED BY LOCAL CODES. THIS INCLUDES EXTERIOR DOORS, SELF-SERVE BEVERAGE BAR AND DRIVE-THRU WINDOWS. ALL SIGNAGE TO BE PERMITTED UNDER A SEPARATE SIGN PERMIT.
SIGNAGE PACKAGE SUPPLIED BY:
FORREST PERMA-SIGN 1-800-214-8765 9292
1st STREET, BOX 588 www.forrestpermasigns.com
NEW ROCHELLE, NY 10802
PROJECT DATA CHART
LAYTON ZONING | CP-1 COMMERCIAL
TOTAL GROSS ACREAGE | 1.28 ACRES (55,781 S.F.)
TOTAL GROSS RESTAURANT | 4,248 S.F. (7.62%)
TOTAL GROSS HARDSCAPE AREA | 38,063 S.F. (68.24%)
TOTAL PROP. LANDSCAPE | 13,470 S.F. (24.14%)
PARKING REQUIRED
REQUIRED(DINING SPACE) | 23
1045 SF / 100 = 10
REQUIRED(REMAINING SPACE) | 3203 SF / 250 = 13
ADA VAN PARKING STALL | 1
ADA PARKING STALL | 1
PROVIDED PARKING STALLS | 40
UTILITY CONTACTS
WATER | ST. GEORGE CITY - JOHN KAZER | 435-627-4853
STORM | ST. GEORGE CITY - CATHY HASFURHTER | 435-627-4050
SEWER | ST. GEORGE CITY - JOHN KAZER | 435-627-4853
POWER | DIXIE POWER - RUSSEL CONDIE | 435-673-3297
GAS | DOMINION ENERGY - ERIC WARD | 435-669-2369
TELEPHONE | CENTURYLINK - ZACH MATHEWS | 435-673-9639
HEALTH DEPT. | SWU HEALTH - SHALLEN STERNER | 435-986-2564
FIRE DEPT. | ST. GEORGE CITY - BRETT REMUND | 435-627-4150
POLICE DEPT. | KYLE WHITEHEAD | 435-627-4300
FULL CURVE DATA
Δ = 12°07'55" R = 500.00' L = 105.87'
T = 53.13' CB = S 45°34'02" E Ch = 105.67'
PARCEL 2 PORTION CURVE DATA
Δ = 7°54'26" R = 500.00' L = 69.00'
T = 34.56' CB = N 47°40'46" W Ch = 68.95'
PARCEL 1 PORTION CURVE DATA
Δ = 4°13'29" R = 500.00' L = 36.87'
T = 18.44' CB = N 41°36'49" W Ch = 36.86'
S 51°36'00" E 42.09'
N 22°36'44" E 83.11'
N 18°31'36" W 44.51'
S 18°31'36" E 21.61'
N 71°28'24" E 20.00'
N 22°36'44" E 135.72'
S 39°15'24" E 190.92'
N 67°23'16" W 67.75'
N 67°23'16" W 120.79'
N 67°23'16" W 53.04'
N 33°55'12" W 95.45'
S 56°04'48" W 193.27'
2,110 SF
STORAGE
TRASH ENCLOSURE
N
0 20 40 80
Scale in Feet
DOMINION Engineering Associates, LLC
5984 South Green Street
Murray, Utah 84123 801-713-3000
REGISTERED PROFESSIONAL ENGINEER
No. 8000537
JEREMY RICK HANSON
5/15/14
STATE OF UTAH
CORPORATION
4645 S. LAKE PKWY, SUITE 1300, DENVER, CO 80237
DESIGNED BY
PREPARED FOR
1ST ISSUE DATE
-
REVIEWED BY
-
DATE REVIEWED
-
DATE ISSUED
-
SITE ADDRESS
1040 SOUTH COLOR PKWY, ST. GEORGE
SITE #
CA-0371
TITLE
McDONALD'S SITE IMPROVEMENT PLANS
ST. GEORGE, UTAH
DESCRIPTION
OVERALL SITE PLAN
SHEET NO.
C1.0
REV DATE DESCRIPTION BY
JOB # 0351
path: P:\McDONALDS\cad\St. George\0430371 DESERT COLOR\CAD\SHEETS\
file name: 430371 - C1.X - SITE PLAN.dwg | plot date: June 16, 2026 | plotted by: GarrisonGalley

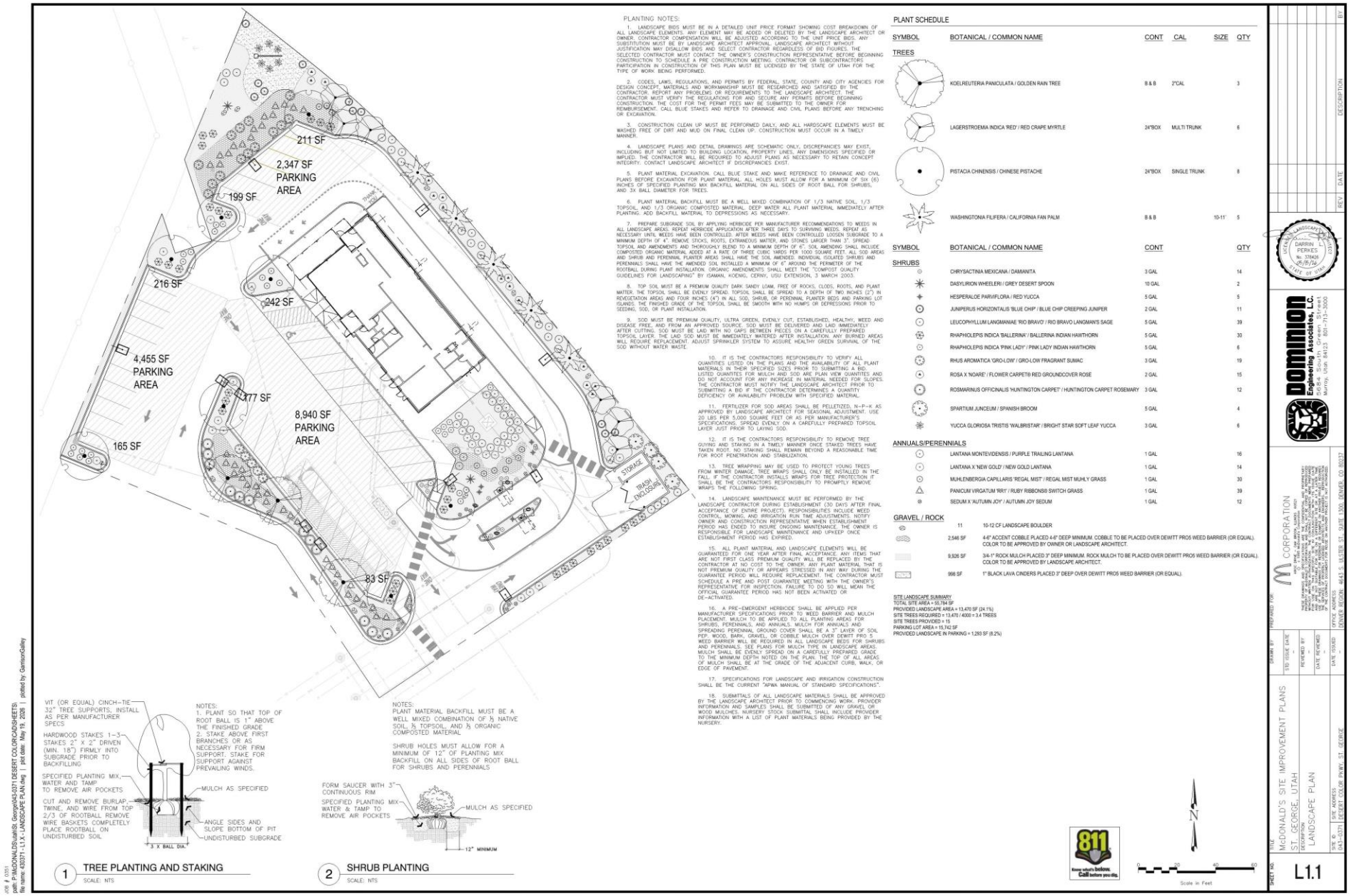
Site Plan

PROJECT DATA CHART

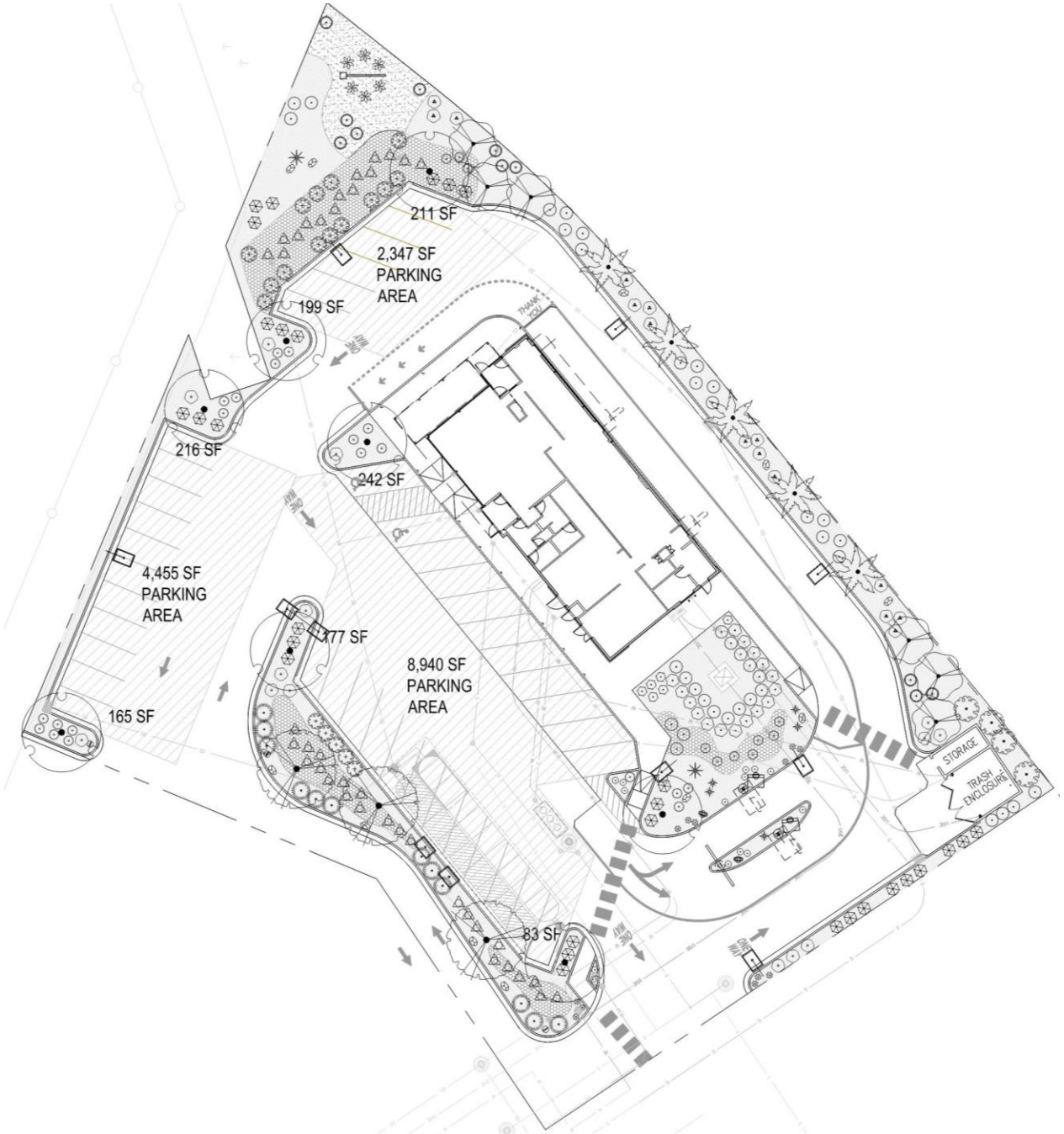
LAYTON ZONING	CP-1 COMMERCIAL
TOTAL GROSS ACREAGE	1.28 ACRES (55,781 S.F.)
TOTAL GROSS RESTAURANT	4,248 S.F. (7.62%)
TOTAL GROSS HARDSCAPE AREA	38,063 S.F. (68.24%)
TOTAL PROP. LANDSCAPE	13,470 S.F. (24.14%)
PARKING REQUIRED REQUIRED(DINING SPACE) REQUIRED(REMAINING SPACE)	23 1045 SF / 100 = 10 3203 SF / 250 = 13
ADA VAN PARKING STALL	1
ADA PARKING STALL	1
PROVIDED PARKING STALLS	40



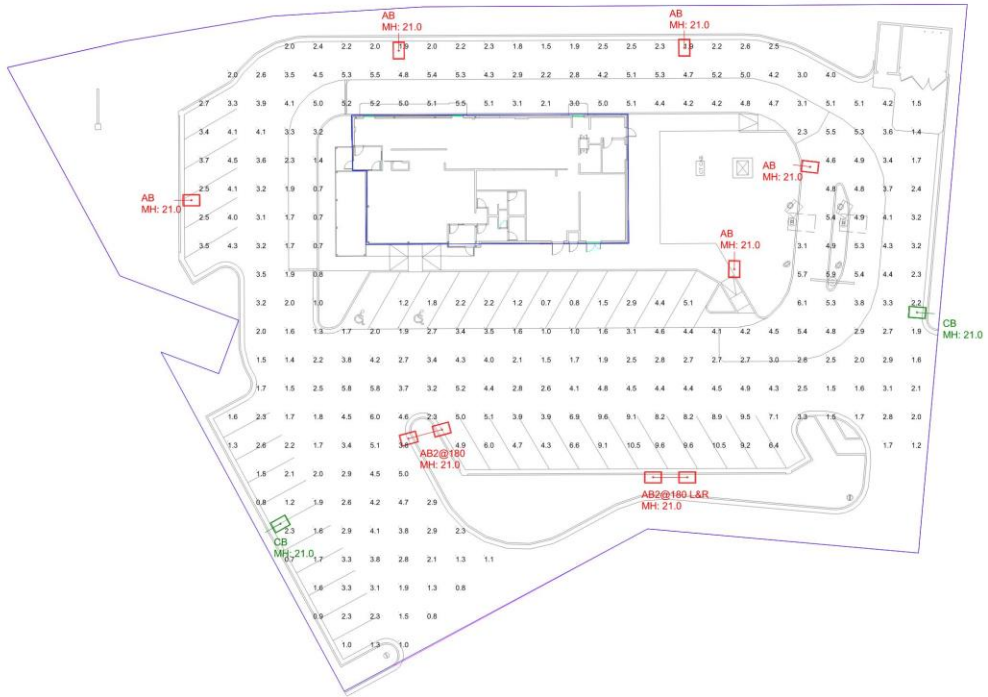
Landscape Plan



Landscape Plan



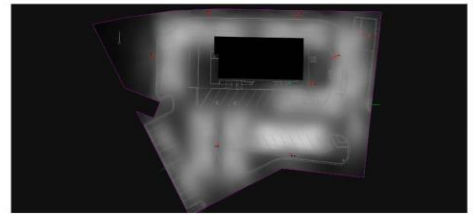
Lighting Plan

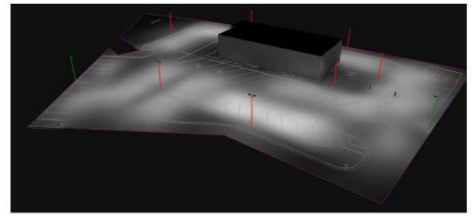


Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Paved Surface Areas	Illuminance	Fc	3.43	10.5	0.7	4.90	15.00

Luminaire Schedule

Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	EPA	Mtg Height	Pole Type
	5	AB	Single	0.850	VP-2-320L-210-5K7-4W-BC-UNV-A-PSS	213.9	0.555	21	SES-18-40-1-TA-GL-xx (4")
	1	AB2@180	Back-Back	0.850	VP-2-320L-210-5K7-4W-BC-UNV-A-PSS	213.9	1.110	21	SES-18-40-1-TA-GL-xx (4")
	1	AB2@180 L&R	Twin	0.850	VP-2-320L-210-5K7-4W-BC--UNV-A-PSS	213.9	1.110	21	SES-18-40-1-TA-GL-xx (4")
	2	CB	Single	0.850	VP-1-160L-100-5K7-2-BC-UNV-A-PSS	92	0.454	21	SES-18-40-1-TA-GL-xx (4")





NOTES:

1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.
2. DISTANCE BETWEEN READINGS 10'

Pole Fixtures Are Full Cutoff
Tilt=0
Calculation Grids Are At Grade
Pole Light Mounting Height=21ft
(18' Pole + 3' Base)

PROJECT WIND LOAD CRITERIA BASED ON:
ASCE 7-10 WIND SPEEDS (3-SEC PEAK GUST MPH)
50 YEAR MEAN RECURRENCE INTERVAL
ALLOWED EPA 13.6 @ WIND LOAD 90 MPH

Regional Drawing
43-0371

1. THIS LIGHTING DESIGN IS BASED ON INFORMATION SUPPLIED BY OTHERS TO SECURITY LIGHTING SYSTEMS. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT LIGHTING PERFORMANCE. ALL CRITICAL DIMENSIONS AND SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.
2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.
3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
4. THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO E COMPLIANT WITH TITLE 24 OR OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.

THIS DRAWING MEETS OR EXCEEDS McDONALDS CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4 FOOTCANDLE AVERAGE, UNLESS SUPERCEDED BY OTHER REQUIREMENTS.

SECURITY LIGHTING

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES

SCALE 1"=20' 0"

DRAWN BY CLB

POINT-BY-POINT FOOTCANDLE PLOT FOR
MCDONALDS
29GW+3W ST. GEORGE, UT 84790

NATIONAL STORE NUMBER
44911

DATE 5/15/2026

DRAWING NUMBER A260525B.AGI

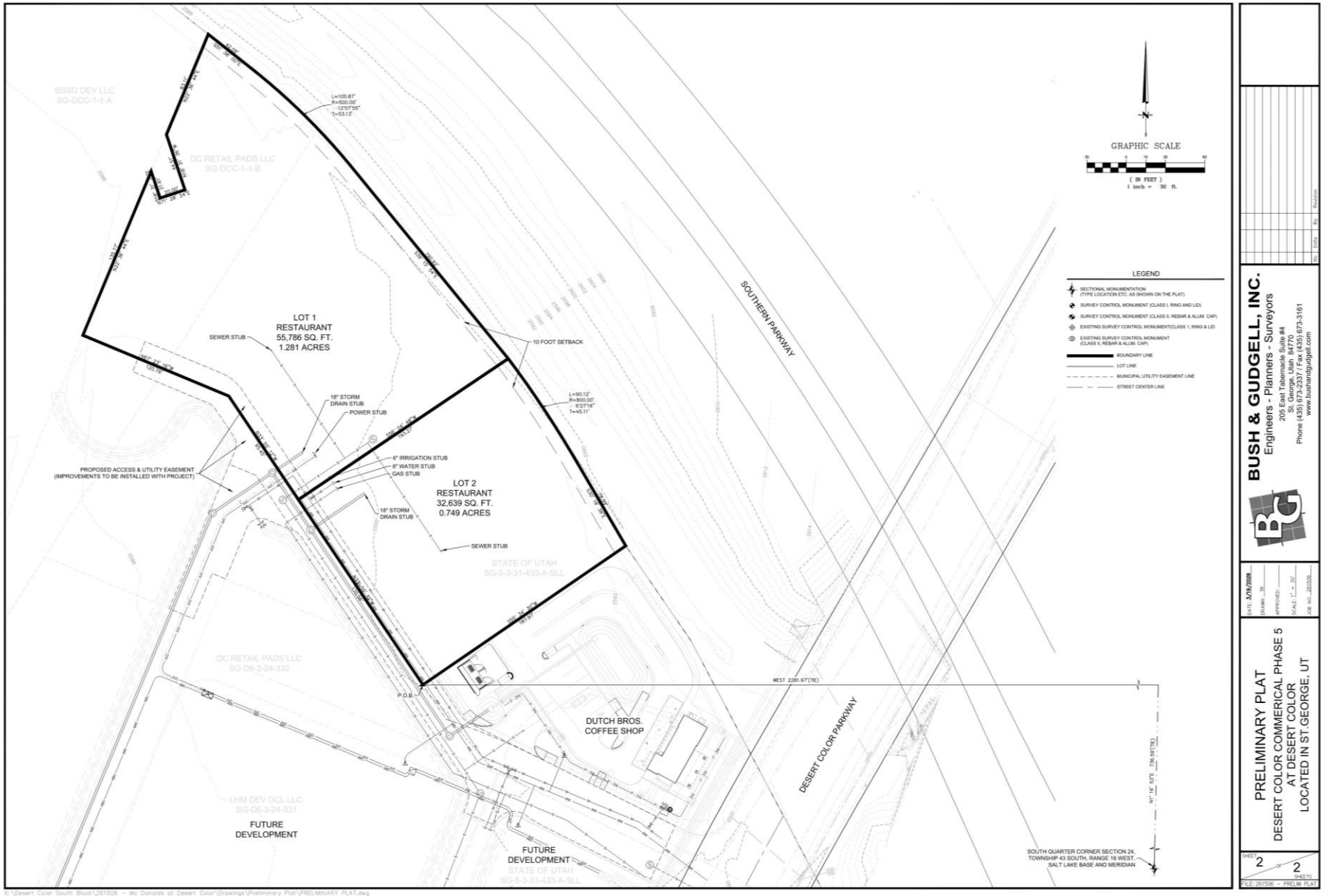
Elevations



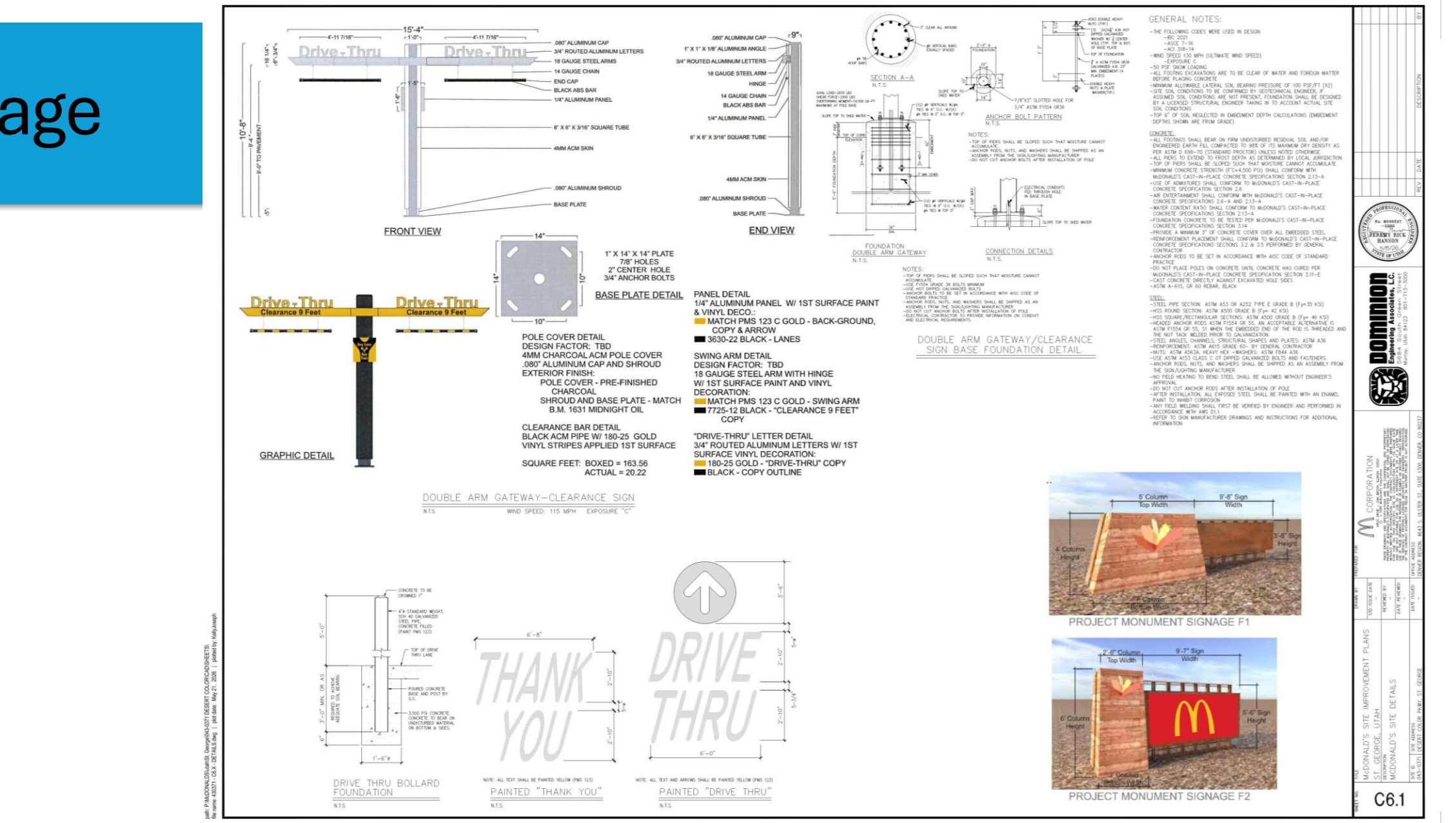
CORE STATES GROUP

Proposed McDonald's Restaurant 43-0371
29GW+3W St. (Desert Color)
St. George, UT
May 12, 2026

Preliminary Plat



Signage


FRONT VIEW
END VIEW
SECTION A-A
ANCHOR BOLT PATTERN
FOUNDATION
DOUBLE ARM GATEWAY
CONNECTION DETAILS
GENERAL NOTES:
BASE PLATE DETAIL
1" X 14" X 14" PLATE
7/8" HOLES
2" CENTER HOLE
3/4" ANCHOR BOLTS
GRAPHIC DETAIL
POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM CHARCOAL ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER - PRE-FINISHED CHARCOAL
SHROUD AND BASE PLATE - MATCH B.M. 1631 MIDNIGHT OIL
CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 180-25 GOLD VINYL STRIPES APPLIED 1ST SURFACE
SQUARE FEET: BOXED = 163.56
ACTUAL = 20.22
PANEL DETAIL
1/4" ALUMINUM PANEL W/ 1ST SURFACE PAINT & VINYL DECO.:
MATCH PMS 123 C GOLD - BACK-GROUND, COPY & ARROW
3630-22 BLACK - LANES
SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE W/ 1ST SURFACE PAINT AND VINYL DECORATION:
MATCH PMS 123 C GOLD - SWING ARM
7725-12 BLACK - "CLEARANCE 9 FEET" COPY
"DRIVE-THRU" LETTER DETAIL
3/4" ROUTED ALUMINUM LETTERS W/ 1ST SURFACE VINYL DECORATION:
180-25 GOLD - "DRIVE-THRU" COPY
BLACK - COPY OUTLINE
DOUBLE ARM GATEWAY/CLEARANCE SIGN BASE FOUNDATION DETAIL
DOUBLE ARM GATEWAY-CLEARANCE SIGN
WIND SPEED: 115 MPH EXPOSURE "C"
DRIVE THRU BOLLARD FOUNDATION
PAINTED "THANK YOU"
PAINTED "DRIVE THRU"
PROJECT MONUMENT SIGNAGE F1
PROJECT MONUMENT SIGNAGE F2
McDONALD'S SITE IMPROVEMENT PLANS
ST. GEORGE, UTAH
McDONALD'S SITE DETAILS
C6.1

Materials Board



ORDINANCE NO._____

AN ORDINANCE AMENDING THE DESERT COLOR PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 1.28 ACRES AND APPROVING THE DESIGN AND SITE PLAN FOR A NEW MCDONALD'S GENERALLY LOCATED EAST OF DESERT COLOR PKWY AND BETWEEN SOUTHERN PARKWAY AND BLACK MOUNTAIN DRIVE TO BE KNOWN AS MCDONALD'S AT DESERT COLOR.

(MCDONALD'S AT DESERT COLOR)

WHEREAS, the property owner has requested an amendment to the Desert Color PD-C (Planned Development Commercial) zone and approval for the design and site plan for a restaurant located on a 1.28-acre site; and

WHEREAS, the Planning Commission held a public hearing on June 23, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 7-0 vote with the following condition:

1. A site plan must be applied for and approved prior to construction of the site.
2. The final plat must be reviewed and recorded to create the lot upon which it is located.

WHEREAS, the City Council held a public meeting on this request on July 16, 2026, to consider the amendment of PD-C for a restaurant; 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; and

WHEREAS the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the city.

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 McDonald's in Exhibit 'B'. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit 'A'.

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 16th day of July 2026.

ST. GEORGE CITY:

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

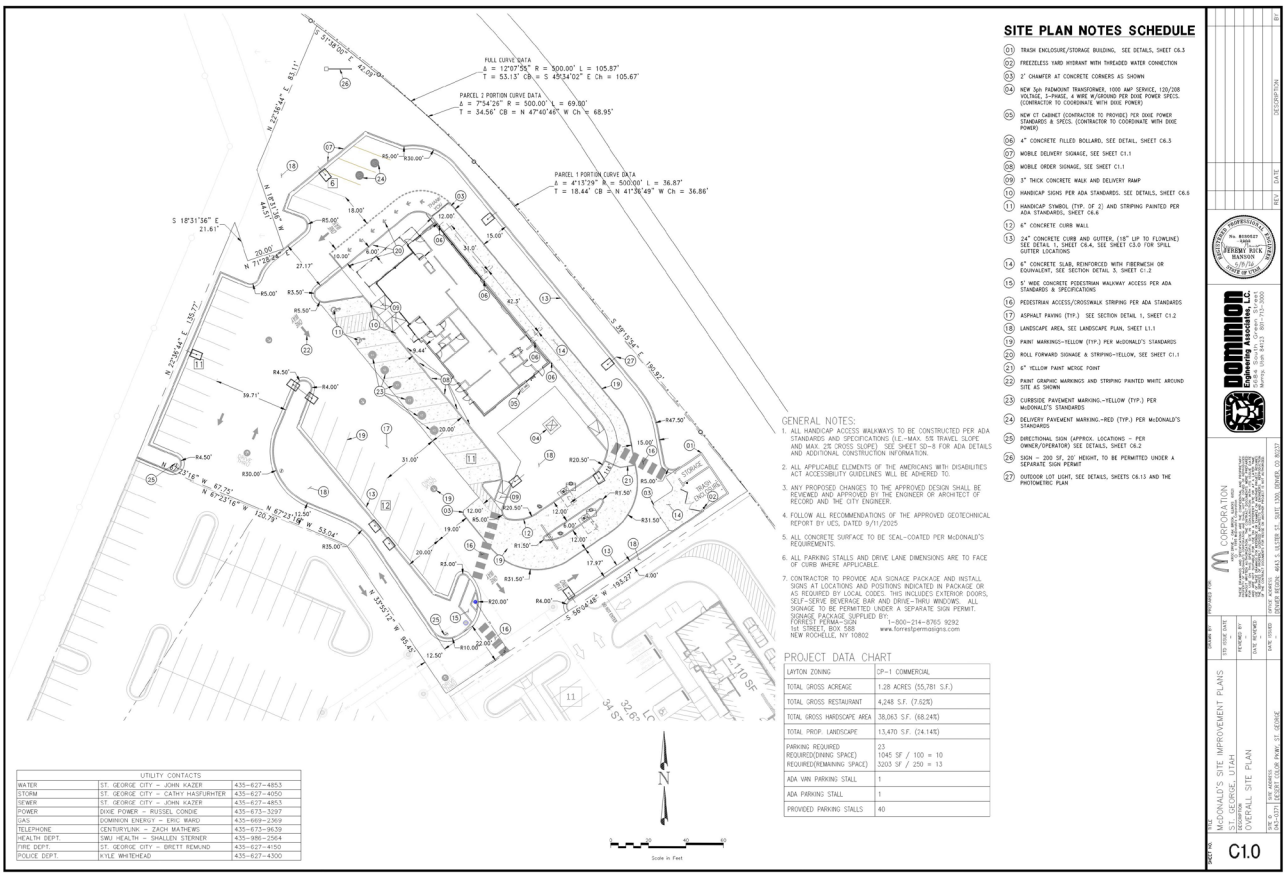
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____
Councilmember Anderson _____

EXHIBIT "A"

Beginning at a point that lies thence North 01°16’53” East along the section line 878.16 feet and due West 2,380.32 feet from the South Quarter Corner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 33°55’12" West 95.45 feet; thence North 67°23’16" West 120.79 feet to a point on the West boundary line of a parcel of land more particularly described in Document No. 20240038394, Official Records, Washington County, Utah; thence along said line the following five (5) courses: 1) thence North 22°36’44” East 135.77 feet, 2) South 18°51’36“ East 21.61 feet, 3) North 71°28’24” East 20.00 feet, 4) North 18°31’56” West 44.51 feet, and 5) North 22°36’44” East 83.11 feet to a point on the Westerly right-of-way line of the Southern Park way, Document No. 20100000332, Official Records, Washington County, State of Utah; thence along said line the following three (3) courses: 1) South 51°38’00” East 42.09 feet, 2) Southeasterly along a 500.00 foot radius curve to the right, (long chord bears South 45°34’02” East a distance of 105.67 feet), center point lies South 38°22’00” West through a central angle of 12°07’55”, a distance of 105.87 feet, and 3) South 39°15’54" East 190.92 feet; thence South 56°04’48” West 193.27 feet to the Point of Beginning.

Containing 55,784 Sq.ft. or 1.28 acres, more or less.

EXHIBIT "B"



Agenda Date: 07/16/2026 **Agenda Item Number:** 05

Subject:

Consider approval of Resolution No. 2026-016R amending and adopting fees for various services.

Item at-a-glance:

Staff Contact: Chad Moultrie

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item proposes amendments to the City's Master Fee Schedule to correct certain water rates and establish fees for the FY 2027 Dixie Days Golf Tournament. The Master Fee Schedule was originally adopted on June 18, 2026. The proposed amendment updates water rates for the Outside City, Qualified PUD, and Exempt customer classifications to align with the water rate adjustments adopted this year for all other customer classifications. The adjustments vary by meter size and usage tier, as detailed in the attached exhibit. In addition, staff proposes establishing a fee for the Dixie Days Golf Tournament to be held during FY 2027. The proposed fee is $125 per player or $500 per four-person team. Staff recommends approval.

Staff Narrative (need/purpose):

This item proposes amendments to the City's Master Fee Schedule to correct certain water rates and establish fees for the FY 2027 Dixie Days Golf Tournament. The Master Fee Schedule was originally adopted on June 18, 2026. The proposed amendment updates water rates for the Outside City, Qualified PUD, and Exempt customer classifications to align with the water rate adjustments adopted this year for all other customer classifications. The adjustments vary by meter size and usage tier, as detailed in the attached exhibit. In addition, staff proposes establishing a fee for the Dixie Days Golf Tournament to be held during FY 2027. The proposed fee is $125 per player or $500 per four-person team. Staff recommends approval.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH AMENDING AND ADOPTING FEES FOR VARIOUS SERVICES AND RECREATIONAL ACTIVITIES

WHEREAS, the City of St. George charges fees for various services and recreational activities which are incorporated into a Master Fee Schedule; and

WHEREAS, the City of St. George on June 18, 2026 adopted the Master Fee Schedule to incorporate various fee changes included in the fiscal year 2026-2027 Adopted Budget; and

WHEREAS, City staff recommends an amendment to the Master Fee Schedule as detailed in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the St. George City Council hereby amends and adopts the following fees as detailed in Exhibit "A".

PASSED AND ADOPTED by the City Council of the City of St. George this 16th day of July, 2026.

CITY OF ST. GEORGE:

_____
Jimmie B Hughhes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Ryan Dooley, City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____
Councilmember Anderson _____

EXHIBIT A

UTILITY RATES - WATER SERVICES

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		~~$3.16~~ $3.40/ 1,000 gallons	~~$4.16~~ $4.40/ 1,000 gallons	~~$4.76~~ $5.00/ 1,000 gallons	~~$5.36~~ $5.60/ 1,000 gallons	~~$6.46~~ $6.70/ 1,000 gallons	~~$7.76~~ $8.00/ 1,000 gallons	~~$9.26~~ $9.50/ 1,000 gallons
		Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons
3/4" Outside City	~~$45.50~~ $47.10	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+
1" Outside City	~~$113.76~~ $117.76	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,001+
1 1/2" Outside City	~~$182.74~~ $189.17	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 -120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2" Outside City	~~$324.86~~ $336.28	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3" Outside City	~~$730.96~~ $756.66	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001- 400,000	400,001 - 500,000	500,001 - 600,000	600,001+
4" Outside City	~~$1,299.48~~ $1,345.18	Up to 200,000	200,001 - 400,000	400,001 - 600,000	600,001 - 800,000	800,001 - 1,000,000	1,000,001 - 1,200,000	1,200,001+
6" Outside City	~~$2,923.84~~ $3,026.66	Up to 300,000	300,001 - 600,000	600,001 - 900,000	900,001- 1,200,000	1,200,001 - 1,500,000	1,500,001 - 1,800,000	1,800,001+

Non-qualified PUD

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.70/ 1,000 gallons	$2.20/ 1,000 gallons	$2.50/ 1,000 gallons	$2.80/ 1,000 gallons	$3.35/ 1,000 gallons	$4.00/ 1,000 gallons	$4.75/ 1,000 gallons
		Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons
1"	~~$56.88~~ $58.88	Up to 15,000	15,001 - 30,000	30,001 - 45,000	45,001 - 60,000	60,001 - 75,000	75,001 - 90,000	90,000+
1 1/2"	~~$91.37~~ $94.58	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 - 120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2"	~~$162.43~~ $168.14	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+

Qualified PUD	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6 Tier 6	Tier 7 Tier 7
		$1.70/ 1,000 gallons	$2.20/ 1,000 gallons	$2.50/ 1,000 gallons	$2.80/ 1,000 gallons	$3.35/ 1,000 gallons	$4.00/ 1,000 gallons	$4.75/ 1,000 gallons
		Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons
	~~$22.75~~ $23.55	Up to 7,500	7,501 - 15,000	15,001 - 22,500	22,501 - 30,000	30,001 - 37,500	37,501 - 45,000	45,001+

Exempt

Meter Size	Monthly Base Rate	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
		$1.70/ 1,000 gallons	$2.20/ 1,000 gallons	$2.50/ 1,000 gallons	$2.80/ 1,000 gallons	$3.35/ 1,000 gallons	$4.00/ 1,000 gallons	$4.75/ 1,000 gallons
		Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons	Number of gallons
1 1/2"	~~$91.37~~ $94.58	Up to 30,000	30,001 - 60,000	60,001 - 90,000	90,001 - 120,000	120,001 - 150,000	150,001 - 180,000	180,001+
2"	~~$162.43~~ $168.14	Up to 50,000	50,001 - 100,000	100,001 - 150,000	150,001 - 200,000	200,001 - 250,000	250,001 - 300,000	300,001+
3"	~~$365.48~~ $378.33	Up to 100,000	100,001 - 200,000	200,001 - 300,000	300,001 - 400,000	400,001 - 500,000	500,001 - 600,000	600,001+

Other Fees and Charges

WCWCD Kayenta Connection	~~$2.66~~ $2.16/ 1,000 gallons

DIXIE DAYS

Golf Tournament	$125 per person ($500 for 4-person team)