St.George
THE BRIGHTER SIDE

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, November 5, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

a. Read a Proclamation proclaiming November 2 – 5, 2026 as Forensic Nurse's Week.

b. Present a JustServe Hero Award.

2. Comments from the public.

The Open Comment Period provides an opportunity for residents to share ideas, concerns, and feedback with the Mayor and City Council on matters related to City business.

The Mayor and City Council strongly encourage public participation and value hearing from the community. Community feedback plays an important role in shaping priorities, informing decision-making, and strengthening local government.

Comments pertaining to an agenda item that includes a public hearing, or public input should be given as that item is being discussed during the meeting.

Members of the public who wish to comment will be given a limit of three (3) minutes per person. The Mayor and City Council will not respond to comments or questions but will take the comments into consideration for possible discussion at another time.

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

Written comments may be submitted anytime to the City Recorder at 61 South Main Street, St. George, UT 84770 or publiccomments@sgcityutah.gov.

3. Consent Calendar.

a. Consider approval to award bid to Superior Asphalt LC for the FY26 Crack Seal project.

Background and Recommendation: This item is to award a bid for the FY27 Crack Seal project for the maintenance of streets. A total of eight (8) bids were received; the low bid was from Superior Asphalt LC in the amount of $157,300. Staff recommends awarding the bid to Superior Asphalt LC in the amount of $157,300.

b. Consider approval of a Merchant Card Services Contract with State Bank of Southern Utah Processor Select Bankcard Processing Service.

Background and Recommendation: State Bank of Southern Utah (Processor Select Bankcard Processing Service) will take the place of the Wells Fargo Merchant Card Services except for the Airport Parking Machine Credit Card Processing as the parking system Skidata uses the Wells Fargo platform to process credit card payments. State Bank of Southern Utah is a local bank and will provide credit card machines for all the locations at no cost to the city at a savings of $3,150.00. They are matching the interest rate as the State Public Treasurer's Investment Fund (PTIF) on the bank merchant account. They offer the lowest cost of the five vendors that were interviewed.

c. Consider approval to award a bid to Ground Worx Corp. for the FY27 Reuse Crushing Operation.

Background and Recommendation: This item is to award a bid for the crushing of asphalt and concrete rubble that has been deposited at the city reuse center into specified recycled aggregate and base material. Formal bids were requested and three bids were received. The low bid was received from Ground Worx Corp. in the amount of $120,281.

d. Consider approval of a Professional Services Agreement with Stanley Consultants for the construction engineering management services on the SR-7 Exit 5 Interchange.

Background and Recommendation: This item is for construction engineering management services for the SR-7 Exit 5 Interchange project. Two construction engineering management proposals were received from qualified Construction Management (CM) firms to provide professional oversight of the SR-7 Exit 5 Interchange project. Based on an evaluation of proposals Stanley Consultants was selected. The proposed cost for these services is $440,777.56. Staff recommends approval.

e. Consider a fee waiver for the annual Wreaths Across America held by the Daughters of the American Revolution.

Background and Recommendation: This is an annual city sponsored event being held on December 19, 2026. DAR is requesting St. George Police Department to escort volunteers from Tonaquint Cemetery to St. George Cemetery on Wreaths Across America Day, December 19, 2026. This service would be needed from approximately 11 am and conclude in 30 minutes or less depending on the number vehicles/volunteers who wish to lay wreaths on veteran graves at St. George Cemetery. Captain J. Bahlmann estimates the cost at hiring requested officers to

assist with traffic control at $130 per officer, per hour, with a 2-hour minimum. Staff recommends approval of waiving the fees for this and future Wreaths Across America events.

f. Consider approval of the minutes from the meetings held on October 1, 2026 (work meeting); October 1, 2026 (regular meeting); October 22, 2026 (work meeting) and October 22, 2026 (regular meeting).

4. Public hearing and consideration of Resolution No. 2026-023R to review and approve amendments to the Fiscal Year 2026-27 Budget.

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

5. Public hearing and consideration of Ordinance No. 2026-083 vacating a right-of-way easement for electrical utility lines affecting Lot 1 and Parcel A of Rilassante at Divario.

Background and Recommendation: A separate document granted a right-of-way easement for an electrical utility line, which is also depicted on the Rilassante at Divario subdivision plat. The electrical lines have since been relocated, and the easement is no longer necessary. The Joint Utilities Commission recommended approval.

6. Public hearing and consideration of Ordinance No. 2026-084 vacating a municipal utility easement affecting Lot 2 of the Leslie Dunbar Trust subdivision.

Background and Recommendation: The Leslie Dunbar Trust subdivision plat identifies municipal utility easements along all lot lines. The easement proposed for vacation is located along the west lot line of Lot 2. The Joint Utilities Commission recommended approval.

7. Public hearing and consideration of Ordinance No. 2026-085 vacating a public utilities and drainage easement affecting private roadway (common area) and utility easements on Lots 83 and 84 of The Palms of St. George.

Background and Recommendation: The subdivision plat for The Palms at St. George designates the private roadways as common areas and identifies them as public utility and drainage easements. The dwellings on Lots 83 and 84 encroach into the designated private street area, and a plat amendment is being requested to adjust the lot lines to better reflect the existing conditions. The Joint Utilities Commission recommended approval.

8. Public hearing and consideration of Ordinance No. 2026-086 vacating a public utility easement located on Lot 31 of Anasazi Hills at Entrada Phase 1.

Background and Recommendation: The Anasazi Hills at Entrada Phase 1 subdivision plat identifies Lot 31 with public utility easements along all lot lines. During the design and development of Phase 2, the boundary between the two phases was established in a manner that did not align with the Phase 1 boundary along Lot 31, leaving a small sliver of land. The owner of Lot 31 subsequently purchased this sliver and now wishes to incorporate it into Lot 31 to accommodate additional improvements. The proposed

boundary adjustment will also eliminate the remnant parcel and provide a cleaner, more consistent boundary between Phases 1 and 2. The Joint Utilities Commission recommended approval.

9. Consider approval of a Hillside Development Permit for Desert Haven on approximately 55 acres generally located south of the Fort Pierce Wash, along the Utah-Arizona border. (Case No. 2026-HS-007 - Desert Haven)

Background and Recommendation: The proposal is a hillside development permit to allow disturbances of areas in the 20-30% and 30-40% slope areas. At their meeting held on October 13, 2026, the Planning Commission recommended approval with no conditions, with a vote of 6-0.

10. Appointments to Boards and Commissions of the City.

11. Reports from Mayor, Councilmembers, and City Manager.

12. 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

October 30, 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.

PROCLAMATION

WHEREAS, violence is a persistent health care issue, and forensic nurses are the bridge between the medical and legal needs of a patient. More than two million people are treated for violence-related injuries each year in the United States, with more than 100 in St. George; and

WHEREAS, forensic nurses are essential to St. George's health care because they provide trauma-informed nursing care that focuses on patient populations affected by violence and trauma, including victims and perpetrators of violent crimes, across the lifespan and in diverse practice settings; and

WHEREAS, the Emergency Nurses Association (ENA), established in 1970, represents the largest network of forensic nurses and remains the world's leading voice in forensic nursing practice, education and research; and

WHEREAS, forensic nursing has been formally recognized as a specialty practice area since 1995; these nurses work independently, yet collaboratively, within health care and multidisciplinary community systems ensuring the provision of care extends from the clinical setting to the courtroom; and

WHEREAS, forensic nurses foster and understanding of the health consequences, effective interventions, and prevention of violence and trauma in individuals, families, and communities; and,

WHEREAS, Forensic Nurses Week being celebrated November 2 - 8, 2026 was established to honor the extraordinary work of nurses who practice in this unique nursing specialty.

NOW, THEREFORE, I, Jimmie B Hughes, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim November 2 - 8, 2026 as:

FORENSIC NURSES WEEK

in the City of St. George and encourage all citizens to wear lilac on this day to show your support of forensic services and raise awareness for their work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 5th day of November, 2026.

OFFICIAL SEAL
City of St. George
-EST. 1862-
STATE OF UTAH

Jimmie B Hughes, Mayor

Agenda Date: 11/05/2026 **Agenda Item Number:** 3a

Subject:

Consider approval to award bid to Superior Asphalt LC for the FY26 Crack Seal project.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: 26-304

Address/Location:

Various locations

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

This item is to award a bid for the FY27 Crack Seal project for the maintenance of streets. A total of eight (8) bids were received; the low bid was from Superior Asphalt LC in the amount of $157,300. Staff recommends awarding the bid to Superior Asphalt LC in the amount of $157,300.

Staff Narrative (need/purpose):

Crack sealing is cost effective in maintaining pavement and extending the life of streets. It seals cracks to prevent water from seeping beneath the surface.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $157,300

Amount approved in current FY budget for item: $157,300

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

N/A

Description of funding source:

Pavement Management Budget

Recommendation (Include any conditions):

Approval

Attachments

26-304 **This is the initial reading of the bids. All of the information is subject to verification and evaluation in accordance with the published bid criteria.			**C.R. Contracting**		**Holbrook Asphalt**		**M&M Asphalt Services**		**Paradigm Asphalt llc.**		**Peckham Asphalt Paving Inc**		**SUPERIOR ASPHALT LC**		**Signature Striping Solutions**		**Straight Stripe Painting Inc.**	
		Total Cost	$636,200.00		$169,800.00		$327,500.00		$192,150.00		$187,500.00		$157,300.00		$169,000.00		$250,000.00	
Items	Quantity Required	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Mobilization	1	Lump Sum	$55,000.00	$55,000.00	$500.00	**$500.00**	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$2,500.00	$2,500.00	$500.00	**$500.00**	$1,500.00	$1,500.00	$7,500.00	$7,500.00
Traffic Control	1	Lump Sum	$92,200.00	$92,200.00	$500.00	**$500.00**	$2,500.00	$2,500.00	$500.00	**$500.00**	$2,500.00	$2,500.00	$500.00	**$500.00**	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Crack Sealing	100	Tons	$4,890.00	$489,000.00	$1,688.00	$168,800.00	$3,200.00	$320,000.00	$1,826.50	$182,650.00	$1,825.00	$182,500.00	$1,563.00	**$156,300.00**	$1,650.00	$165,000.00	$2,400.00	$240,000.00

Agenda Date: 11/05/2026 **Agenda Item Number:** 3b

Subject:

Consider approval of a Merchant Card Services Contract with State Bank of Southern Utah Processor Select Bankcard Processing Service.

Item at-a-glance:

Staff Contact: Laura Olson

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

State Bank of Southern Utah (Processor Select Bankcard Processing Service) will take the place of the Wells Fargo Merchant Card Services except for the Airport Parking Machine Credit Card Processing as the parking system Skidata uses the Wells Fargo platform to process credit card payments. State Bank of Southern Utah is a local bank and will provide credit card machines for all the locations at no cost to the city at a savings of $3,150.00. They are matching the interest rate as the State Public Treasurers Investment Fund (PTIF) on the bank merchant account. They offer the lowest cost of the five vendors that were interviewed.

Staff Narrative (need/purpose):

Recommend the City approve the Merchant Card Service agreement with State Bank of Southern Utah (Processor Select Bankcard Processing Service. The contract will be effective November 5, 2026, and valid for 24 months with an option to automatically extend the contract or give notice within 90 days before the renewal to terminate. The contract will provide services for Utilities (walk-in payments. Paymentus online payments will continue), authorize.net (online) payment processing, Recreation Center, Art Museum, Shac, Outdoor Pool, Thunder Junction, Carousel, Airport, Suntran, Animal Shelter, Police, Reuse, Community Arts, Parks and Community Services, and Cemetery. In addition, American Express Cards will be accepted at the Aiport for walk-in payments and on the handheld mobile device. Total annual projected fees of $126, 804.48. The City Utilities Rate will continue to be applied to all utility credit card payments.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: 126,804.48

Amount approved in current FY budget for item: 192,773.41

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

Fees for Services

Description of funding source:

10-

Recommendation (Include any conditions):

Recommend the City approve the Merchant Card Service agreement with State Bank of Southern Utah (Processor Select Bankcard Processing Service. The contract will be effective November 5, 2026, and valid for 24 months with an option to automatically extend the contract or give notice within 90 days before the renewal to terminate. The contract will provide services for Utilities (walk-in payments. Paymentus online payments will continue), authorize.net (online) payment processing, Recreation Center, Art Museum, Shac, Outdoor Pool, Thunder Junction, Carousel, Airport, Suntran, Animal Shelter, Police, Reuse, Community Arts, Parks and Community Services, and Cemetery. In addition, American Express Cards will be accepted at the Aiport for walk-in payments and on the handheld mobile device. Total annual projected fees of $126, 804.48. The City Utilities Rate will continue to be applied to all utility credit card payments.

Attachments

SELECT BANKCARD

(p) 855.9HELPME (855.943.5763)
(f) 801.331.8275

Merchant Account Application

Version 11/17/2023

OFFICE USE

Agent ID	Has Agent visited Merchant's location?
State Bank of Southern Utah	☑ Yes ☐ No

MERCHANT INFORMATION

Legal Business Name	Business Tax ID
CITY OF ST GEORGE	☑ FEIN ☐ SSN

Doing Business As (if different) (displayed on the cardholder statement)	Time in Business
	30 +Years

Legal Business Address: 61 South Main Street

City	State	ZIP
St George	UT	84770

Mailing Address ☑ Same as Legal Address

City	State	ZIP

Physical Address ☐ Same as Legal Address ☐ Same as Mailing Address

City	State	ZIP

Website URL (each website domain used to accept transactions must be disclosed)

Customer Service Phone Number	Customer Service Email Address
(435) 627-4000	info@sgcityutah.gov

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐ Private ☐ Corporation ☐ Non-Profit ☑ Government ☑ Public

PROCESSING INFORMATION

Has Merchant accepted credit cards previously? ☑ Yes ☐ No

Check each payment type Merchant would like to accept.	EBT Number
☑ Visa/MC/Discover/Diners/JCB/Amex ☐ PIN Debit ☐ EBT	

☐ Check to limit acceptance to certain card brands or card types. Please provide details separately.

Anticipated Monthly Volume	Highest Transaction Amount	Average Transaction Amount
$	$	$

PRODUCT INFORMATION

Description of Product and/or Service

Estimate the percentage of sales initiated via the following methods. Total must add to 100%.

Face-to-Face	Online	By Mail	By Telephone	Stored Credentials
%	%	%	%	%

Estimate the percentage of sales from the following groups. Total must add to 100%.

Individual Consumers	Businesses	Government
%	%	%

How long after charging the customer is the product fulfilled or does the service begin?
Within: ☐ 24 hours ☐ 2 days ☐ 3-10 days ☐ 11-30 days ☐ 31-90 days ☐ 90+ days

After the product has been fulfilled (or the service begins), are there obligations that must be provided to satisfy the customer (subscription fulfillment, membership services, service obligations, scheduled vacation, warranties, etc.)? ☐ Yes ☐ No If Yes, please describe below.

Description of Extended Obligations (please include the duration)
N/A

Description of Refund Policy (attach if more space is needed)
Case by Case

Is a fulfillment house or drop shipper used for more than 75% of Merchant's sales?	Does Merchant use affiliate marketing?
☐ Yes ☑ No	☐ Yes ☑ No

REQUIRED ADDENDA

Does Merchant offer any of the below products/services or billing models? Check all that apply.

☐ Tobacco/vape ☐ Debt repayment ☐ Events where either (1) tickets are sold in advance or (2) sales at the event cause a spike in Merchant's processing
☐ Hemp products ☐ Recurring billing

For each box selected please obtain and complete the appropriate addendum.

CONTACT INFORMATION

Contact Given Name (First Name)	Contact Surname (Last Name)
LAURA	OLSON

Contact Phone Number	Contact Email Address
(435) 627-4713	LAURA.OLSON@SGCITY.ORG

OWNER INFORMATION

Please list each individual who directly or indirectly (through any contract arrangement, understanding, relationship, or otherwise) owns 25% or more of the equity interests of the specified legal entity. ☑ Check here if no individual meets this definition.

OWNER 1

Legal Given Names (First and Middle)	Surname (Last Name)
Jimmie B	Hughes

Date of Birth	Social Security Number	Ownership Percentage
		0.0 %

Home Address

City	State	ZIP
	UT	

OWNER 2

Legal Given Names (First and Middle)	Surname (Last Name)
Daniel	Baldwin

Date of Birth	Social Security Number	Ownership Percentage
		0.0 %

Home Address

City	State	ZIP
	UT	

Does any other individual meet the 25% ownership definition specified above?
☐ Yes ☐ No If Yes, please also submit the Additional Owner(s) Form.

OFFICER INFORMATION

Please list an individual with significant responsibility for managing or directing the specified legal entity, such as an executive office or senior manager (e.g., CEO, CFO, COO, President).
☐ Same as Owner 1 ☐ Same as Owner 2

Legal Given Names (First and Middle)	Surname (Last Name)
LAURA	OLSON

Date of Birth	Social Security Number

Home Address

City	State	ZIP
ST GEORGE	UT	84770

BANK DISCLOSURE

ISO places accounts with the following Banks:

MISSION VALLEY BANK
Mission Valley Bank
9116 Sunland Blvd
Sun Valley, CA 91352
(p) 818.394.2300

FFB Bank
7690 N Palm Ave
Fresno, CA 93711
(p) 559.439.0200

The Bank that accepts Merchant's account will be confirmed in the welcome packet.

Bank Responsibilities:
A Visa member (1) is the only entity approved to extend acceptance of Visa products directly to a merchant; (2) must be a principal party to the merchant agreement; and (3) is responsible for (i) settlement funds and providing them to the merchant (ii); all funds held in reserve from settlement; and (iii) educating merchants on pertinent Rules with which merchants must comply.

Merchant Responsibilities:
Merchant is responsible to (1) ensure compliance with cardholder data security and storage requirements; (2) maintain fraud and disputes below thresholds; (3) review and understand the terms of the merchant agreement; and (4) comply with Visa Rules.

These responsibilities do not supersede terms of the Merchant Agreement and are provided to ensure Merchant understands important obligations of each party.

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Please also ensure receipt of the Fee and Regulatory Disclosure (1 page) and Merchant Agreement (7 pages).

TRANSACTION PRICING

TIERED PRICING

Under Tiered Pricing each Transaction is categorized into a tier and assessed the rates shown for that tier.

Tier	Percentage	Per Item
Qualified	%	$
Mid-Qualified	%	$
Non-Qualified	%	$
Sub-Qualified	%	$

Tier Settings (for office use):
☐ High tiers (default structure is low)
☐ Limit the Sub-Qualified tier to regulated debit

OTHER PRICING MODELS

Payment Type	Pricing Model	Percentage	Per Item
Credit	☑ Cost-Plus ☐ Flat-Rate ☐ Surcharge (credit rates blank)	0.25 %	$ 0.00
Signature Debit	Same as Credit. If Surcharge selected, then Flat-Rate.	%	$
PIN Debit	☐ Cost-Plus ☐ Flat-Rate	%	$

Under Cost-Plus Pricing the above rates are assessed on each Transaction in addition to Interchange Fees, which are passed through at the rates defined by the Card Brands. Under Flat-Rate Pricing all Transactions are assessed at the above rates.

OTHER FEES

Electronic Authorization Fee	$ 0.10	Application Fee	$
Electronic AVS Fee	$ 0.03	Annual Fee	$
Batch Fee	$ 0.05	Account Maintenance Monthly Fee	$ 10.00
Chargeback/Dispute Fee*	$ 25.00	Monthly Minimum	$
Remedied Pre-Dispute Fee	$	Monthly Hub Access Fee ☐ Prem ☐ Std	$ 0.00
Pre-Dispute Alert Fee	$	PCI Maintenance Fee ☐ Annual ☑ Monthly	$ 2.00
Fraud Item Fee	$	Termination Fee	$
Other:	$	Other:	$
Other:	$	Other:	$

The following fees apply to all accounts: ACH items that are returned or satisfied by reserve (ACH Return Fee*): $35.00; Bank Account Change Fee: $25.00; Voice/ARU Authorization Fee: $1.00.
*Penalties apply for excessive items (see the Merchant Agreement).

CARDHOLDER SURCHARGE (CREDIT ONLY)

Cardholder Surcharge Rate	%

The Cardholder Surcharge Rate is offset by billing to Merchant according to the following equation: Cardholder Surcharge Rate/(1+Cardholder Surcharge Rate). 3% is the maximum cardholder surcharge allowed by Visa. Surcharge Addendum is Required.

CARD BRAND FEES

By default, all miscellaneous Card Brand fees – such as assessments, FANF, access fees (APF, NABU, and Network Usage), international fees, etc. – are passed through at the rates established by the Card Brands. An additional 0.100% acquiring assessment will apply to all American Express transactions. An additional 0.023% acquirer license assessment will apply to Mastercard transactions.
☐ Check here if Card Brand fees should not be passed through.

PCI DSS

PCI DSS compliance is mandated by the Card Brands to protect cardholder information.
- Merchant is required to validate compliance with the PCI DSS within 30 days of the effective date. Instructions to validate compliance are included in the Welcome Packet. If Merchant does not validate compliance within 90 days of the effective date, a $20.00/month PCI Non-Validation Fee applies until compliance is validated.
- **Any Service Provider or payment application engaged by Merchant to store, process, or transmit cardholder information must be compliant with the PCI standards and disclosed to ISO.**

OTHER PRICING NOTES

BILLING INFORMATION

Name on Account	Type: ☐ Personal Checking ☐ Personal Savings ☑ Business Checking ☐ Business Savings
CITY OF ST GEORGE	
Bank Routing Number	Bank Account Number

EQUIPMENT AND SERVICE PROVIDERS

Would Merchant like to purchase or rent new card-processing software/hardware from ISO? ☑ Yes ☐ No If Yes, please complete the Equipment Order Form.

Please list below **all** other card-processing software/hardware that Merchant will use. Throughout the term, Merchant must notify ISO if any other equipment is used (see the Merchant Agreement).

Terminal		Gateway	
Pin Pad		Other:	
Point of Sale (POS) System		Other:	

AGREEMENT TERM & VOLUME COMMITMENT

Agreement Term	Volume Commitment
0 Months	0.0 %

If not specified, the defaults are 24 months and 100%.

OTHER ACCOUNT/SETUP NOTES

Please setup this client with HUB Lite access.

MERCHANT AGREEMENT SIGNATURES

Merchant Agreement Version 10/31/2019

The undersigned, individually and on behalf of Merchant, hereby acknowledges they have received, read, understand, and agree to be bound by the Agreement (7 pages) provided to Merchant. Merchant warrants that the information provided herein is complete and accurate. As needed for the services, Merchant authorizes ISO and Bank to disclose information herein to third parties. The undersigned, individually and on behalf of Merchant authorize ISO and Bank to make business and personal credit inquiries from time to time. In witness hereof, the undersigned, individually and on behalf of Merchant as its duly authorized representatives, have caused this agreement, including all addenda and provisions incorporated by reference, to be executed on the dates indicated with the Agreement having the Effective Date set forth therein. Capitalized terms not otherwise defined in this Merchant Account Application have the meanings set forth in the Merchant Agreement.

Owner 1 Signature	Name	Date	Owner 2 Signature	Name	Date
	Jimmie B Hughes			Daniel Baldwin	

	Officer Signature	Name	Job Title	Date	
		LAURA OLSON	City Treasurer		

PERSONAL GUARANTY SIGNATURES

I/We (the "Guarantor(s)") as principal obligors and not merely as sureties, hereby jointly and severally, unconditionally and irrevocably, guarantee to Bank and ISO the continuing full and faithful performance and payment of each of Merchant's duties and obligations to Servicer pursuant to this Agreement, as it now exists or is amended from time to time, with or without notice, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Agreement, whether arising before or after termination of the Agreement. We agree that whenever Merchant does not pay any of the obligations as and when they fall due, Guarantor shall promptly pay such obligations to Company upon written demand made upon Guarantor by Servicer. We acknowledge and agree that our guarantee obligations are more fully set forth in the Merchant Agreement. We have received, read, understand, and agree to be bound by the Merchant Agreement (7 pages).

Owner 1 Signature	Name	Date	Owner 2/Officer Signature	Name	Date

Please also ensure receipt of the Fee and Regulatory Disclosure (1 page) and Merchant Agreement (7 pages).
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FEE AND REGULATORY DISCLOSURE

Version 7/21/2021

This disclosure schedule sets forth a summary of certain information in the attached Agreement. This disclosure is for Merchant's information only and does not provide all of the information pertinent to the Agreement. ISO recommends that the Merchant thoroughly review the Agreement and contact ISO with any questions. In the event of any conflict between the terms of the Agreement and the terms of this Fee and Regulatory Disclosure cover page, the terms of the Agreement shall control. Capitalized terms not otherwise defined in this Fee and Regulatory Disclosure have the meanings set forth in the attached Agreement.

ISO	Please contact ISO with any questions regarding Merchant's account (processing, funding, hardware/software, billing/fees, Chargebacks/disputes, the Agreement, etc.). SELECT BANKCARD 3451 N Triumph Blvd Ste 300 Lehi, UT 84043 Customer Service Phone Number: 855-943-5763
Bank	ISO places accounts with the following acquiring banks. The acquiring bank that has accepted the account will be identified in the welcome packet. MISSION VALLEY BANK Mission Valley Bank 9116 Sunland Blvd Sun Valley, CA 91352 Customer Service Phone Number: 818-394-2300 FFB Bank 7690 N Palm Ave Fresno, CA 93711 Customer Service Phone Number: 559-439-0200
Funds Settlement	Merchant will be provisionally paid for Transactions after the expiration of any applicable hold period, less (i) the amount allocated to a Reserve Account (if any), (ii) any offsets (for chargeback amounts, outstanding fees owed, etc.), (iii) daily billing (if any), and (iv) any other amounts due under the Agreement. Deposits for amounts due to Merchant, and withdrawals of amounts due from Merchant, will generally be posted to the Bank Account by ACH, but may be collected by Bank through other means as necessary. Bank may revoke any provisional payment subsequently charged back or found to be invalid.
Statements	Statements may be accessed on the Merchant Hub; they also may be mailed. If statements are not being received, please contact ISO.
Overview of Fees/Rates	A list of the main fees charged under this Agreement (at the rates specified on the Merchant Application) include for example: • Percentage fees and per item fees assessed on Transactions (presented on the Merchant Application as Qualified rates, Mid-Qualified rates, Non-Qualified rates, Sub-Qualified rates, Cost-Plus rates, and/or Flat-Rate rates) • Electronic Authorization Fee • Electronic AVS Fee • Chargeback/Dispute Fee • Termination Fee • Annual Fee • Monthly Account Maintenance Fee • Monthly Minimum Fees • PCI Maintenance Fee • PCI Non-Validation Fee A list of all fees/rates can be found in the Merchant Application. ISO charges fees on sale and refund transactions. If Merchant is unsure as to the calculation or applicability of any fee, please contact ISO and it will explain in greater detail. The way the most common fees are calculated is as follows: • Under Tiered Pricing, Transactions are categorized into tiers (e.g. qualified, mid-qualified, non-qualified, and sub-qualified) and assessed the percentage fee and per item fee that are specified for that tier on the Merchant Application. • Under Cost-Plus Pricing, Transactions are assessed the percentage fee and per item fee specified on the Merchant Application in addition to the Interchange Fees applicable to the Transactions. The tier into which a Transaction falls or the Interchange Fee applicable to a Transaction is determined by Servicer in its sole descretion and depends on a number of factors, including the card type, transaction type, payment method, authorization, and timeliness of submitting the Transaction. Upon Merchant's request, ISO can provide information about the tier or Interchange Fee applicable to a particular Transaction. Each Card Brand may assess miscellaneous surcharges to Transactions based on the type of transaction, method of transaction, transaction classification, and other metrics set forth in the Rules. Merchant is responsible for reviewing the applicable Rules (available on each Card Brand website or upon request from ISO) regarding applicable surcharges. Any miscellaneous Card Brand surcharges that have been assessed will be shown on the Merchant's monthly statement. If Merchant is unsure about the nature of any fee displayed on Merchant's monthly statement, please contact ISO and it will explain in greater detail. Merchant may be subject to additional fees from third parties, such as Service Providers, in connection with services from such third parties.
Information Security (PCI DSS)	Merchant is responsible for the security of the Cardholder information that Merchant accesses, stores, processes, or transmits. Merchant is required to validate its compliance to the PCI DSS and present evidence of Merchant's PCI DSS compliance validation to ISO at intervals defined by the Card Brands and this Agreement. ISO provides tools and support to assist Merchant in this process in exchange for the PCI Maintenance Fee. If Merchant has not presented ISO with evidence of Merchant's compliance validation to the PCI DSS within 90 days of the Effective Date, Merchant will be charged the PCI DSS Non-Validation Fee monthly until Merchant presents its compliance validation.
Effective Date	This Agreement shall become binding upon Merchant, ISO and Bank as of the Effective Date as identified in the welcome packet.
Contract Term	The initial term of this Agreement shall be for the period of time specified in the Agreement Term section of the Merchant Application, beginning on the Effective Date. Merchant must advise Bank and ISO 90 days before the expiration of the Initial Term if it does not wish to renew the Agreement or the Agreement will automatically renew for the period of time specified in the Agreement Term section of the Merchant Application. Merchant must advise Bank and ISO 90 days before the expiration of any Renewal Term if it does not wish to renew the Agreement or the Agreement will automatically renew for successive Renewal Terms.
Termination	The Agreement can be cancelled by Merchant without penalty within 30 days of a fee increase or a new fee only if the fee increase or new fee is not passed through from the Card Brands. There is a fee for Merchant to cancel the contract for any other reason unless otherwise indicated in the Merchant Agreement. Upon termination of the Agreement, Merchant will be liable for any fees that would have accrued for the remaining term, the Termination Fee as specified in the Merchant Application, and any fees related to the Volume Commitment for each month remaining in the term of the Agreement. More information can be found in Article IV of the Merchant Agreement, under the headings Term and Termination and Effect of Termination.
Legal Procedure	If Merchant has a legal complaint, instructions can be found in Section 6.15 of the Merchant Agreement under the heading Dispute Resolution.

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The Merchant Agreement may not be modified in any respect without the express written agreement of Bank.

This Merchant Agreement ("Agreement") is entered into by and between Bank, ISO, and the Merchant as of the Effective Date. Incorporated into this Agreement by reference are the Merchant Application and all associated exhibits and attachments.

ARTICLE I - DEFINITIONS

"ACH" means the Federal Reserve's Automated Clearing House paperless entry system.

"Authorization" means an approval by, or on behalf of, the Card Issuer to validate a Transaction. An Authorization indicates that the Card Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

"AVS" (Address Verification System) means the system that allows verification of the Cardholder's ZIP code and billing address while requesting authorizations for Transactions or during a request for address verification only.

"Bank" means the financial institution identified in the Merchant's welcome packet or any other financial institution to which this Agreement is assigned.

"Bank Account" means the bank account set forth in the Agreement and maintained by Merchant as set forth in Section 5.9 for the crediting of collected funds and the debiting of fees and charges pursuant to this Agreement. The Bank Account information may be modified from time to time by Merchant's written request.

"Card" means (i) a valid credit or debit card in the form issued under license from any Card Brand or (ii) any other valid credit or debit card accepted by Merchant and facilitated by Servicer.

"Card Brand" means Visa U.S.A. Inc. ("Visa"), Mastercard International Incorporated ("Mastercard"), DFS Services LLC ("Discover Network") American Express Company ("American Express"), Diners Club International, or any other network through which Transactions may be routed or processed, and each of their subsidiaries, successors, and assigns.

"Cardholder" means the person authorized to use a Card or accounts connected with a Card.

"Card Issuer" means the financial institution or company, which has provided a Card to the Cardholder that is accepted by Merchant pursuant to this Agreement.

"Chargeback" means the procedure where a Transaction (or disputed portion thereof) is returned to Bank by a Card Issuer. Merchant is responsible for payment of all Chargebacks to Servicer.

"Credit Voucher" means a document executed by a Merchant evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder account.

"Data Breach" means any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Merchant credentials, a Card, or Cardholder information, regardless of cause, including, without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which data resides, passes through, or could have been compromised.

"Effective Date" means the date effective date identified in the welcome packet.

"Installment Transaction" means a Transaction in a series of Transactions that use a Stored Credential and that represent Cardholder agreement for Merchant to initiate one or more future Transactions over a period of time for a single purchase of goods or services.

"Interchange Fee" means the percentage of the gross Transaction amount and the per Transaction fees that are established and assessed by the applicable Card Brand. Interchange Fees are typically transferred between Bank and the Card Issuer.

"ISO" means Select Bankcard, Inc.

"Limited Accepted Merchant" means Merchant's option to accept one or more, but not all, categories of Cards as specified by Merchant in the Merchant Application.

"MATCH" means the Mastercard Alert to Control High-risk (Merchants) system which includes information about certain Merchants (and their owners) that an Acquirer has terminated.

"Merchant" means the business identified in the Merchant Information section of the Merchant Application.

"Merchant Application" shall mean the referenced Merchant Account Application, which is incorporated into this Agreement by reference, in the form approved by Servicer that is submitted by Merchant to ISO and which sets forth, among other material terms, Merchant's name, address, and pricing.

"Program Marks" means the brands, emblems, trademarks, and logos that identify Cards or Card Brands.

"Recurring Transaction" means a Transaction in a series of Transactions that use a Stored Credential and that are processed at fixed, regular intervals (not to exceed one year between Transactions), representing Cardholder agreement for Merchant to initiate future Transaction for the purchase of goods or services provided at regular intervals.

"Reserve Account" has the meaning set forth in Section 5.3.

"Rules" means all by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of, regulations, and laws as respectfully amended from time to time of (i) the Card Brands; (ii) any applicable national, federal, state, or local jurisdiction; or (iii) Servicer. Rules specifically include the terms contained in the American Express Merchant Operating Guide, which sets forth the policies and procedures governing acceptance of the American Express Card in the United States, is available at http://www.americanexpress.com/merchantopguide, and is incorporated herein by this reference. If the Rules are amended, this Agreement will automatically be deemed revised to conform to the amended Rules.

"Service Providers" means Merchant's service providers, subcontractors, and agents that have been approved by Servicer to perform any of Merchant's obligations under this Agreement and which store, process, or transmit Cardholder data on behalf of Merchant.

"Servicer" means Bank and/or ISO.

"Services" means any and all services described in, and provided by Servicer to Merchant pursuant to this Agreement, including Authorization, settlement, and capture services for Merchant's acceptance of Cards for the sale of its goods or services identified in the Merchant Application, and any other services which Servicer agrees to provide in writing to Merchant.

"Stored Credential" means information including but not limited to a Card number that is stored by Merchant to process future Transactions.

"Transaction" means the exchange of goods or services, or credit for such goods or services, from Merchant to customer, where customer makes payment through the use of Card.

"Transaction Receipt" means an electronic or paper record of a Transaction (or a copy), generated at the point-of-Transaction.

ARTICLE II - MERCHANT REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

2.1 Honoring Cards.

(a) Honoring all Valid Cards. Merchant will accept, without discrimination, all valid Cards properly presented for payment for bona fide, legitimate business transactions arising out of Merchant's usual trade or business.

(b) Transaction Restrictions. Merchant may impose a minimum Transaction amount to all Cards that are credit cards (not debit cards) to the extent permitted by applicable Rules which amount shall not exceed $10.00 unless any higher amount is established by law or the Rules. Merchant may not impose a maximum Transaction amount unless it is in compliance with applicable Rules and Merchant is a federal agency or institution of higher education. Any minimum or maximum Transaction amount shall not differentiate between Card Issuers or Card Brands. Merchant shall not require any Cardholder to pay any part of any fee imposed upon Merchant by this Agreement or ask or require Cardholders to waive dispute rights. Merchant may only assess a surcharge, convenience fee, or service fee to Cardholders to the extent permitted by the Rules and upon 30 days written notice to Bank and ISO. Merchant must also provide 30 days written notice to Card Brands as so required by the Rules before assessing any surcharge permitted by the Rules. This Section 2.1(b) does not prohibit Merchant from offering a discount to induce a customer to pay by cash, check, or similar means rather than using a Card.

(c) Limited Acceptance. Rather than accepting all categories of Cards, Merchant may acknowledge and agree that it wishes to be a Limited Acceptance Merchant and elect to limit its Card acceptance to any or all of the following Card types: Visa credit, Visa signature debit, Mastercard credit, Mastercard signature debit, Discover Network credit, Discover Network signature debit, and American Express. Merchant may opt out of accepting a Card Brand at any time without directly or indirectly affecting its rights to accept other Card Brands. Merchant's account will initially be set up to accept all Card types. If Merchant wishes to be a Limited Accepted Merchant, then it must so indicate on the Merchant Application. As a Limited Acceptance Merchant, Merchant will be solely responsible for the implementation of its decision for Limited Acceptance. Merchant will be solely responsible for policing, at the point of sale, the Card type(s) of Transactions it submits for processing by Servicer. Should Merchant submit a Transaction for processing for a Card type it has indicated it does not wish to accept, Servicer may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction.

2.2 Card Acceptance.

(a) General. Merchant acknowledges its participation in Card acceptance is subject to the approval of the Card Brands. Granting Card acceptance to Merchant is the role of the Bank. Merchant authorizes Servicer and its affiliates to submit Card sales to, and receive settlement on, such sales from the Card Brands on behalf of Merchant. Merchant acknowledges that it may be converted from American Express Card acceptance to a direct relationship with American Express if and when its sales volumes exceed the American Express's eligibility thresholds. If this occurs, upon such conversion, (i) Merchant will be bound by American Express's then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.

(b) Cardholder Verification. When accepting any Card and when completing any Card Transaction, Merchant shall follow all Rules. Merchant shall not accept a Card as payment (other than a mail, internet, telephone order, or preauthorized sale to the extent permitted under this Agreement and the Rules), if the person seeking to use the Card does not present the Card to permit Cardholder verification. When accepting a Card, Merchant will follow the steps provided by Servicer and will: (i) determine using commercially reasonable methods that the Card is valid on its face; (ii) check the effective date (if any) and the expiration date of the Card and examine any Card security features (such as a hologram) included on the Card; (iii) obtain Authorization before completing any Transaction; (iv) where Authorization is obtained, warrant the true identity of the customer as the Cardholder; (v) enter a description of the goods or services sold and the price thereof (including any applicable taxes); (vi) obtain the Cardholder's signature on the Transaction Receipt, when required according to the Rules, and compare that signature to the signature on the Card; and (vii) offer to Servicer the Transaction Receipt or other Transaction record for purchase according to their procedures and the terms of this Agreement. Merchant shall not require a Cardholder to sign a Transaction Receipt that does not include the final Transaction amount.

(c) Transaction Receipt. Merchant shall provide Cardholder a true and complete copy of the Transaction Receipt if required by the Rules at the time of the Transaction, unless another such time is permitted by the Rules. Merchant may provide Cardholder with an electronic Transaction Receipt if: (i) the Transaction is completed online; (ii) the Transaction occurs at a contactless-only acceptance device; or (iii) the Cardholder agrees to an electronic Transaction Receipt. The Transaction Receipt shall contain: (i) the disguised or suppressed Card number displaying only the last 4 digits of the Card number; (ii) the authorization code and reference numbers for Transactions that were authorized by Card Issuer; (iii) the Card Brand name for the Card that was used for the Transaction; (iv) customer signature for those Transactions that require a signature under the Rules; (v) a description of the goods or services; (vi) date and time of the Transaction; (vii) the amount of the Transaction, including tax and the symbol denoting the currency used; (viii) Merchant's return, refund, and cancellation policies (i.e., "No Refund," "No Exchange," "All Sales Final," "Exchange Only," etc.); (ix) the name that Merchant uses to identify itself to customers and the city and state/province of the Merchant outlet; and (x) the Transaction type (i.e., Credit, Purchase, Prepaid Load, etc.). Copies of Transaction Receipts must be kept for 3 years by Merchant.

(d) Responsibility for Transactions. Merchant will ensure that the Cardholder is easily able to understand that Merchant is responsible for the Transaction, including delivery of the goods or provision of the services that are the subject of the Transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transaction. Merchant will not deposit a Transaction until the Transaction is completed or the merchandise or services are shipped or provided, unless the Cardholder has agreed to pay a partial or full prepayment. Merchant must prominently and unequivocally inform the Cardholder of the identity of Merchant at all points of the interaction, such that Cardholder understands that Merchant is responsible for the Transaction, the delivery of products, and related customer support, and can easily distinguish Merchant from any other party, such as a supplier, ISO, and Bank. The Merchant name and location, as disclosed to the Cardholder, must be the same as provided in authorization and clearing Transaction messages.

2.3 Authorization. Merchant will obtain a prior Authorization for all Card sales. If Merchant cannot, for any reason, obtain an electronic Authorization, Merchant will call the designated voice authorization number to request an Authorization from the designated authorization center ("Voice Authorization"), and, if Authorization is granted, will legibly print the Authorization number on the Transaction Receipt. If Authorization is denied, Merchant shall not complete the Transaction. Merchant will not obtain or attempt to obtain Authorization for any amount not authorized by Cardholder. Merchant acknowledges that an Authorization provides only that the Cardholder account has sufficient credit available to cover the amount of the current sale, that an Authorization is not a guarantee of payment, and that an Authorization will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card.

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Receiving an Authorization shall not relieve the Merchant of liability for Chargebacks. Merchant will not attempt to obtain Authorization on an expired Card. Merchant must not store any of the following information subsequent to Authorization: (a) full contents of any data taken from the magnetic stripe (on a Card, in a chip, or elsewhere); (b) Card Verification Value 2 (CVV2); (c) the PIN or the encrypted PIN block; or (d) "Visa Secure" verification data or similar Card Brand verification data. Merchant shall not communicate with the Cardholder regarding the reason for a declined or negative authorization response. If the Cardholder requests information about the reasons for a declined or negative authorization responses, then Merchant should advise the Cardholder to contact the Card issuer.

2.4 Retention and Retrieval of Cards. Merchant shall use its best efforts, by reasonable and peaceful means, to retain or recover a Card if: (a) the Card number appears on a "Card Recovery Bulletin" issued by a Card Brand; (b) Servicer requests the retention of the Card; (c) the 4 digits printed below the embossed or printed Card number (if present) do not match the first 4 digits of the embossed or printed Card number; (d) Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent, or stolen. Merchant shall immediately notify Bank and ISO if it recovers or retains a Card. This obligation does not authorize a breach of the peace or any injury to persons or property and Merchant will hold Bank and ISO harmless from any claim, damage, loss, or assessment in connection with the retention or recovery of a Card.

2.5 Compliance with Law, Visa Cardholder Information Security Program, Non-Disclosure and Storage of Cardholder and Transaction Information Requirements. During the term of this Agreement Merchant confirms that it is, and shall be, in full compliance with and be subject to the Rules, including those pertaining to providing specific and adequate disclosures to Cardholders of collection, use, and processing of personal data. Merchant acknowledges that it has the sole responsibility to obtain the Rules and updates thereto and comply with them. Merchant shall be solely responsible for conforming its policies and procedures to the Rules. Merchant agrees to consult legal counsel regarding such compliance. Any violations of the Rules by Merchant shall constitute a material breach of this Agreement. If there are any inconsistencies between the Rules and this Agreement, the Rules will govern. If any government entity, including the Federal Trade Commission, involves Servicer in any investigation of Merchant or files a complaint against Merchant, Merchant shall immediately notify Bank and ISO. ISO shall charge Merchant a $15,000.00 fine along with any internal or external costs and legal fees Servicer incurs in relation to the investigation or complaint. Merchant will not, under any circumstances, sell, transfer, or disclose any Transaction or Cardholder data including but not limited to a Cardholder's account number or any information relating to any Cardholder's account number or Cardholder's personal information ("Sensitive Data") to any person other than Servicer unless Servicer has agreed to such disclosure in writing or Merchant is required to make such disclosure under the Rules. In the event of bankruptcy, insolvency, or other suspension of business operations, Merchant will either: (a) return all Sensitive Data and Confidential Information to Servicer; or (b) provide proof acceptable to Servicer of Merchant's destruction of all Sensitive Information and Confidential Information. Merchant will be solely responsible for the security, quality, accuracy, and adequacy of all Transactions and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Merchant warrants to Bank and ISO that it has implemented and will maintain secure systems for storing and processing information and for transmitting information to and from Servicer. Merchant hereby represents, warrants, and covenants that it will process customer information promptly, accurately, and completely, and that Merchant is and will remain throughout the term of this Agreement in compliance with the Payment Card Industry ("PCI") Data Security Standard ("DSS"), the Account Information Security Program ("AISP") instituted by Visa, the Discover Information Security Compliance ("DISC"), the Site Data Protection Program ("SDP") instituted by Mastercard, the American Express Data Security Requirements and the American Express Technical Specifications, and the Europay, Mastercard and Visa global standard for inter-operation of integrated circuit cards ("EMV"), in effect and as they may be amended, supplemented, or replaced. Merchant will report any non-compliance immediately to Servicer. Merchant shall, at Merchant's sole expense, within 30 days of the first day of the Initial Term and on an annual basis thereafter (or more frequently if required by Servicer), validate its compliance with the PCI DSS and submit the appropriate PCI DSS attestation of compliance, according to the Rules, to Servicer. Servicer's acceptance of Merchant's PCI DSS attestation of compliance does not constitute a representation or warranty that Merchant is PCI compliant, nor does it relieve Merchant of any of its obligations or liabilities related to PCI DSS compliance or data security under this Agreement, applicable law, or otherwise. Neither Bank nor ISO shall have any liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Merchant acknowledges that Servicer is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including, without limitation, any Service Provider. Merchant shall notify Bank and ISO immediately if Merchant becomes aware of or suspects a Data Breach. Merchant agrees to fully cooperate with Bank, ISO, and any Card Brand with respect to any investigation or additional requirements related to a suspected Data Breach. Merchant hereby agrees to pay any fines and assessments that may be assessed by the Card Brands as a result of Merchant's noncompliance with the requirements of PCI DSS, AISP, DISC, SDP, and EMV, any Data Breach, or by its failure to accurately validate its compliance with those requirements. If Merchant experiences a Data Breach, ISO shall charge Merchant a $5,000.00 fine along with any internal and external costs and legal fees required for Servicer to complete its responsibilities relative to the breach. Merchant acknowledges and understands that Merchant may be prohibited from participating in Card Brand programs if it is determined that Merchant is non-compliant. The parties do not intend for EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council, as amended from time to time ("GDPR") to apply to the Services provided pursuant to this Agreement. In accordance with the foregoing, Merchant warrants, represents, and covenants that: (a) it conducts business solely in the United States; (b) it is not subject to the GDPR; (c) it does not market or solicit sales of its goods or services to individuals or businesses subject to the GDPR or located in an European Union member state; and (d) it does not market or solicit sales of its goods or services in a language of an European Union member state with the intent of conducting business with a resident of such member state.

2.6 Returns and Adjustments. Merchant's policy for the exchange or return of goods sold and the adjustment for services rendered shall be established and posted in accordance with the Rules. Merchant's refund policies for any Card Brand sale must be at least as favorable as its refund policy for purchase on any other Card Brand. Merchant agrees to disclose its refund policy to the Cardholder before a Transaction is made along with any special conditions or circumstances that apply to the Transaction (e.g., late delivery, charges, or other noncredit terms), and in conformity with all Rules. If Merchant does not make the proper disclosures according to the Rules, a full refund in the form of a credit to the Cardholder's Card account must be given. Merchant shall not refund cash to a Cardholder who paid for the item by Card. Credits must be made to the same Card account number on which the original sale Transaction was processed. Credits may only be issued when a balance in the Merchant's Bank Account exists equal to or greater than the credit. Any change in Merchant's return or cancellation policy must be submitted in writing to Bank and ISO not less than 14 days before the change being implemented.

2.7 Merchant's Business. Merchant shall provide Bank and ISO with immediate notice of its intent to (a) transfer or sell any substantial part of its total assets, or liquidate; (b) change the basic nature of its business, including selling any goods or services not related to its current business; (c) change ownership or transfer control of its business; (d) enter into any joint venture, partnership, or similar business arrangement whereby any person or entity not a party to this Agreement assumes 25% or more of the equity interests of Merchant's business; (e) process Transactions through any URL not already disclosed to ISO as required under Section 2.17; or (f) alter in any way Merchant's monthly volume and average ticket. (Merchant's monthly volume commitment under this Agreement shall be as stated in the Agreement Term & Commitment section of the Merchant Application. If no volume commitment is specified, then the volume commitment shall be 100 percent.) Merchant may not make such intended change without the prior approval of Bank and ISO. Failure to provide notice as required above may be deemed a material breach of this Agreement, or, at Servicer's option, Servicer may take actions deemed necessary to protect against financial loss including holding funds and altering the Merchant funding schedule. Merchant must notify Bank and ISO in writing of any changes to the information in the Merchant Application or any additional location or business. Merchant must also notify Bank and ISO in writing if Merchant sells or closes its business. Bank and ISO must receive all such notices seven days before the change takes effect. Merchant is liable to Servicer for all losses and expenses incurred by Servicer arising out of Merchant's failure to report changes. Servicer may immediately terminate this Agreement upon a change to the information in the Merchant Application.

2.8 Use of Marks. Merchant is prohibited from using the Program Marks other than as expressly authorized in the Rules or in writing by Bank. Merchant recognizes and agrees that each Card Brand is the sole owner of its respective Program Marks and Merchant agrees not to contest the ownership of any Program Marks or act in a way which would injure or create a risk of injury to any Card Brand or its intellectual property rights. Merchant shall not use the Program Marks in a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Program Marks. Merchant shall immediately remove all Program Marks from Merchant's website and wherever else they are displayed, cease all use of all Program Marks, and return any inventory to Servicer upon any termination of the Agreement or upon the request of Servicer or the Card Brands. Merchant shall be fully liable to Servicer for any and all losses, costs, and expenses suffered or incurred by Servicer arising out of Merchant's failure to comply with this Section. Servicer may require changes to Merchant's website or systems that it deems necessary or appropriate to require Merchant to remain compliant with the Rules but Merchant is responsible for ensuring its compliance with the Rules.

2.9 Prohibited Activity. Merchant agrees that its engagement in any prohibited conduct shall be a material breach of this Agreement.

(a) Personal Information. Except as permitted by the Rules, Merchant may not impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services. Merchant must not contact Cardholders except as required and permitted by the Rules.

(b) Cash Payments. Merchant shall not receive any payment from a Cardholder to prepare and present a Transaction for the purpose of affecting a deposit to the Cardholder's Card account.

(c) Cash Advances. Merchant shall not submit any Transaction for the purpose of obtaining or disbursing funds in the form of cash unless Merchant is (i) a financial institution duly licensed under the Rules to provide cash advances; (ii) dispensing funds in the form of travelers cheques, Visa TravelMoney Cards, or Foreign Currency (in which case the Transaction amount is limited to the value of the travelers cheques, Visa TravelMoney Card, or Foreign Currency plus any commission or fee charged by Merchant); or (iii) is participating in the Visa Cash Back Service. Outside of test Transactions not to exceed $25.00 in aggregate, Merchant shall not obtain, under any circumstance, Authorization for a Transaction on any Card that Merchant is authorized to use as Cardholder.

(d) Duplicate Transactions. Merchant shall not submit duplicate Transactions. Merchant shall be debited for any duplicate Transactions and shall be liable for any resulting Chargebacks. Merchant shall not submit a transaction that was previously disputed and then returned to the Merchant (however, Merchant may pursue payment from the customer outside the Card Brand systems).

(e) Fraudulent, Illegal, and Unauthorized Transactions. Merchant shall not accept or submit any Transaction which Merchant knows or should have known to be fraudulent or not authorized by the Cardholder, or that Merchant knows or should have known to be authorized by a Cardholder colluding with the Merchant for a fraudulent purpose. Merchant shall not accept or submit, directly or indirectly, any Transaction that originated with any source other than Merchants' legitimate customers or any Transaction that is illegal or that Merchant should have known was illegal; Merchant shall not engage in transaction laundering (factoring). Merchant shall not submit any sales Transaction solicited by a telemarketer absent prior written approval from Servicer. Merchant shall not submit Transactions on behalf of another person or entity. Merchant shall not submit Transaction for its locations other than those locations in the United States. Transactions must be legal in both the Cardholder's and the Merchant's jurisdictions. Where permitted by law, Merchant shall include in its privacy policy a disclosure that Cardholder's billing and shipping addresses and other Cardholder information is collected by Servicer and shared with the Card Brands for Card transactions that are confirmed by Merchant as, or suspected to be, fraudulent.

(f) Collection of Pre-Existing Debt. Merchant shall not present any Transaction representing the refinancing or transfer of an existing obligation or debt of a Cardholder including but not limited to obligations: (i) deemed to be uncollectible; (ii) arising from the dishonor of a Cardholder's personal check; or (iii) representing the collection of delinquent accounts on behalf of third parties. For Merchants that have a principle business of collecting debts and that have advised ISO of such business on the Merchant Application ("Debt Repayment Merchants"), the repayment of debt is subject to the following limitations. Debt Repayment Merchants must only submit debt repayment Transactions for loans that adhere to the Rules. Any interest, finance charges, and fees assessed on such loans must also adhere to the Rules. Debt Repayment Merchants are prohibited from using a credit Card or charge Card for debt repayment Transactions. Debt Repayment Merchants are prohibited from collecting debt that exceeds the statute of limitations and is no longer collectible in a lawsuit, unless the Debt Repayment Merchant obtains written Cardholder agreement of the charge and the amount. A Debt Repayment Merchant may only collect debts that have been charged-off and

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transferred from the original owner to a third party if the Debt Repayment Merchant is a regulated financial institution. Debt Repayment Merchants must not accept payments for debt that represents a loan that the consumer is required to repay within 60 days and the total amount paid by the consumer to extinguish the debt substantially exceeds the original amount borrowed, including payday loans. Debt Repayment Merchants must include the debt repayment indicator in the Authorization request and clearing record. A Debt Repayment Merchant that receives a decline response for a debt repayment Transaction may not resubmit for Authorization if the Transaction has already been submitted 3 times with each retry resulting in a decline response after more than 14 calendar days from the date of the original decline response or if otherwise prohibited by the Rules.

(g) Multiple Transaction Records: Partial Consideration. All goods and services purchased in a single Transaction must be included in one total amount on a Transaction Receipt or other Transaction record with these exceptions: (i) if the Transaction record and receipt reflects only the portion of the purchase to be paid by means of a Card; or (ii) if Merchant individually bills the goods or services in separate Transactions to the same Card in accordance with the acceptance procedures.

(h) Revocation of Authority. Merchant shall cease the initiation of Card activity immediately upon receipt of actual or constructive notice of a Cardholder's termination or revocation of Merchant's authorization to do so.

(i) Cardholder and Transaction Data. Merchant shall not use any Cardholder data or other Transaction data for any purpose not authorized by this Agreement. Any use, storage, or disclosure by the Merchant of Cardholder or Card Brand confidential information or Card Transaction information other than as necessary to complete a Card Transaction is prohibited.

(j) Unfair Practices. Merchant shall not engage in any service or activity that is deceptive, unfair, predatory, or prohibited by one or more Card Brand, or that represents a violation of the Rules.

(k) Harm. Merchant shall not engage in any activity that may result in undue economic hardship or damage to the goodwill or reputation of ISO, Bank, or any Card Brand.

(l) Chargebacks. Merchant shall not have excessive chargebacks as defined by the Rules. Merchant shall not submit any Transaction to Servicer that was previously charged back and subsequently returned to the Merchant, irrespective of Cardholder approval.

(m) Claims Against Cardholder. Merchant shall not have any claim against, or right to receive payment from, a Cardholder unless Servicer refuses to accept the Transaction Receipt. Merchant will not accept any payments from a Cardholder relating to previous charges for goods or services included in a Transaction Receipt.

(n) Prepayment. Merchant shall not present any Transaction to Servicer until after the goods are shipped or provided to Cardholder, or the services are performed, or the Merchant has completed the Transaction, unless the Merchant has obtained Cardholder consent in accordance with the Rules.

(o) Goods/Services. Merchant shall not present any Transaction to Servicer for the sale of goods or services that have not been disclosed on the Merchant Application unless otherwise agreed to in writing by Servicer. Merchant shall not accept or present any Transaction to Servicer that involves counterfeit goods or any goods or services that infringe on any patent, trademark, copyright, or any other intellectual property right of any person.

2.10 Representations and Warranties of Merchant. Merchant represents and warrants to Bank and ISO at the time of execution and at all times during the term of this Agreement that: (a) all information contained in the Merchant Application or any other documents delivered to Servicer is true and complete; (b) Merchant has the power to execute, deliver, and perform this Agreement, and this Agreement is duly authorized, and does not and will not violate any provisions of federal or state law or regulation, or conflict with any other agreement to which Merchant is subject; (c) Merchant has all licenses, if any, required to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (d) there is no circumstance threatened by or against or affecting Merchant which would substantially impair its right to carry on its business as now conducted or adversely affect its financial condition or operations; (e) each Transaction presented to Servicer for collection is genuine and is not the result of any fraudulent or prohibited Transaction and is not being deposited on behalf of any business other than Merchant; (f) each Transaction is the result of a bona fide Card Transaction for the direct purchase of goods or services by the Cardholder in the total amount stated on any Transaction Receipt, and will be free of liens, claims, and encumbrances other than ordinary sales taxes; (g) Merchant has performed or will perform all of its obligations to the Cardholder in connection with the Card Transaction evidenced thereby; (h) Merchant has complied with Servicer's procedures for accepting Cards, and the Card Transaction does not involve any element of credit or debit for any purpose other than as set forth in this Agreement and shall not be subject to any defense, dispute, offset, or counter claim which may be raised by any Cardholder under the Rules, the Consumer Credit Protection Act (15 USC §1601) or other relevant state or federal statutes or regulations; (i) any Credit Voucher which it issues represents a bona fide refund or adjustment on a Card sale by Merchant with respect to which a Transaction has been accepted; (j) neither Merchant, its principals, nor any entity controlled by Merchant's principals have ever had credit card processing services terminated for any reason set forth in the Rules or been reported to MATCH or any other terminated merchant file of any Card Brand; (k) for all Transactions that Merchant requests Servicer to originate, Merchant continuously represents and warrants to Bank and ISO that: (1) Each Cardholder has authorized the debiting and crediting of its account; (2) each Transaction is for an amount the customer has agreed to; (3) the Transaction amount does not contain tax amounts unless they are required by applicable law, in which case the tax amount must be included in the Transaction amount and not collected separately; and (4) each Transaction is in all other respects properly authorized.

2.11 Merchant Covenants.

(a) Error in Information. Merchant agrees that it has the sole responsibility and full liability related to providing Servicer accurate Cardholder information. Merchant shall immediately notify Bank and ISO if it becomes aware of any error in such information.

(b) Change in Status. Merchant shall immediately notify Bank and ISO of any event that has or could cause material changes in the Merchant's ability to fulfill its obligations under this Agreement, including but not limited to adverse changes in Merchant's financial health or business conditions, or actions against Merchant by any governmental or non-governmental agencies.

(c) Notice of Erroneous/Unauthorized Transfers and Fees. Merchant shall regularly and promptly review all statements of account related to its processing account. Merchant agrees to immediately notify Bank and ISO of any discrepancy between Merchant's records and those provided by Servicer, the Merchant's bank, or with respect to any transfer that Merchant believes was not authorized by Merchant or Cardholder or any fee that was charged to the Merchant by Servicer. If Merchant fails to notify Bank and ISO of such error or discrepancy in writing within 30 calendar days from the date that Servicer mails or provides a statement of account or other report to Merchant, Merchant will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer or disputed fees and waives any and all claims against Bank and ISO.

2.12 Guarantors. As a primary inducement for Bank and ISO to enter into this Agreement, the Guarantors, by signing this Agreement, as principal obligors and not merely as sureties, hereby jointly and severally, unconditionally and irrevocably, guarantee to Bank and ISO the continuing full and faithful performance and payment of each of Merchant's duties and obligations to Servicer pursuant to this Agreement, as it now exists or is amended from time to time, with or without notice, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under this Agreement, whether arising before or after termination of this Agreement. Guarantors agree that whenever Merchant does not pay any of the obligations as and when they fall due, Guarantors shall promptly pay such obligations to Servicer upon written demand made upon Guarantors by Servicer. Guarantors understand that Servicer may proceed directly against one or more Guarantors without first exhausting its remedies against any other responsible person or entity or any security held by Servicer or Merchant. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the merchant Agreement made by or agreed to by any of the parties. This guaranty is an absolute, unconditional, and continuing guaranty of the full and punctual payment and performance of the obligations and not of their collectability only. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor of Bank or ISO. Guarantors understand that the inducement to Bank and ISO to enter into this Agreement is consideration for the guaranty, and that this guaranty remains in full force and affect even if the Guarantors receive no additional benefit from the guaranty. This guaranty is freely and voluntarily given, and Guarantors recognize that Servicer would not enter into this Agreement without such guaranty. Neither ISO nor Bank shall be required to, and Guarantors hereby waive, to the fullest extent permitted by law, any right to require ISO or Bank to first proceed against Merchant, resort to any other security, or enforce any other remedy before proceeding against the undersigned Guarantors. The liability of each Guarantor hereunder shall in no way be affected or impaired by any acceptance by Bank or ISO of any direct or indirect security, any failure, delay, neglect, omission, approval consent, waiver or other action taken, or omitted to be taken by ISO or Bank. Guarantors waive, to the fullest extent possible under law, any notice of acceptance of this guaranty, notice of nonpayment, or nonperformance of any provision of the Agreement by Merchant by all other notices or demands regarding the Merchant Agreement, and the defense of forum non conveniens. Guarantors agree to promptly provide to ISO and Bank any information requested by any of them from time to time concerning Guarantors' financial conditions, business history, and employment information. Guarantors agree that notice may be provided to each Guarantor by personal delivery or sending such by nationally recognized overnight carrier, registered or certified mail, postage prepaid, to Merchant's address; provided that such address may be modified by Guarantor upon sending written notice to Bank and ISO of such modified address by certified mail. If any portion of this guaranty is determined to be invalid, illegal, or unenforceable, such provision shall remain enforceable to the fullest extent permitted by law and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.

2.13 Monthly Volume, Average Ticket, and High Ticket. Merchant represents that the Estimated monthly volume of Sales Transactions ("Monthly Volume") and the estimated average Sales Transaction dollar amount ("Average Ticket Amount") appearing on the Merchant Application are each good faith estimates and that there is a reasonable basis for each such estimate. Merchant acknowledges that any actual Monthly Volume or any actual Average Ticket Amount in excess of such estimates will cause Servicer to review Merchant's file and may result in the delay of transmission of funds and interruption of service. Bank may withhold the payment of any amounts otherwise payable hereunder and may terminate this Agreement if the actual Monthly Volume or Average Ticket Amount materially exceed such estimates. Servicer may impose a cap on the dollar amount of Transactions that it will process for Merchant. This limit may be changed by Servicer from time to time upon notice to Merchant. Such notice may be given orally or in writing. If Merchant exceeds the established cap, then Servicer may suspend processing, hold the funds over the cap, and return all Transactions evidencing funds over the cap to Merchant.

2.14 Volume Commitment. Merchant agrees to submit the greater of the following to Servicer on a monthly basis: (a) the Volume Percentage of Merchant's total Transaction dollar volume acquired in the United States, as stated in the Merchant Application, or (b) the Volume Percentage of any processing limit imposed by Servicer that is below the Merchant's total Transaction dollar volume acquired in the United States (the "Volume Commitment"), unless an exception is approved in writing by Servicer. If Merchant does not meet the Volume Commitment for any month, Merchant shall be immediately liable to Bank and ISO for the processing fees, less Interchange Fees, that would have otherwise been assessed on the shortfall to the Volume Commitment.

2.15 Confidential Information. Merchant acknowledges that Servicer will be providing Merchant with certain confidential and proprietary information, including but not limited to, this Agreement, Cardholders, and information relating to the finances, systems, methods, techniques, programs, devices, and operations of Servicer or the Card Brands ("Confidential Information.") Merchant shall not disclose any Confidential Information to any person or entity (other than to those employees of Merchant who participate directly in the performance of this Agreement and need access to such information). Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule, or regulation), and the Card Brands. Merchant acknowledges that the injury that would be sustained by Servicer as a result of Merchant's violation of this Section cannot be compensated solely by money damages, and agrees that Servicer shall be entitled to injunctive relief and any other remedies as may be available at law or in equity in the event of Merchant's violation of the provisions contained in this Section. The restrictions contained in this Section shall not apply to any information which becomes a matter of public knowledge, other than through a violation of this Agreement or other agreements between the parties.

2.16 Access. If Merchant receives access codes or user IDs with passwords ("Access Codes") from ISO to access one or more of ISO's systems, Merchant will utilize the same degree of care in protecting the secrecy of the Access Codes that Merchant uses to protect its own confidential or proprietary information, but in no event less than a commercially reasonable degree of care. Merchant will not allow any other entity or person to use the Access Codes or gain access to ISO's systems. Merchant will implement and maintain systems to ensure that Access Codes are distributed only to those officers, directors, or employees of Merchant that have a need to access ISO's systems in connection with this Agreement. Merchant is liable for all action taken by any user of the Access Codes. Merchant will only use Access Codes and ISO's systems for their intended purposes and will promptly notify ISO if Merchant believes the confidentiality of the system's data or any sensitive information has been compromised. The Access Codes are the property of ISO. Merchant shall

The Merchant Agreement may not be modified in any respect without the express written agreement of Bank.
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maintain reasonable safeguards and security systems sufficient to protect Access Codes and all Confidential Information contained in or accessed by Merchant via any Access Code, and shall ensure that all such data and information is protected by Merchant behind firewalls or on servers inaccessible to third parties. Merchant shall immediately notify ISO in writing upon the occurrence of a breach of its obligations set forth in this Section. Upon termination of access to the ISO systems, the respective Access Codes shall be rescinded, Merchant shall not be permitted to use the respective service, and all rights, licenses, and sublicenses granted with respect to such service, whether real or implied, shall be terminated. Merchant acknowledges that its access to ISO's systems does not convey to ISO any right, title, interest, or copyright therein or any license to use, sell, exploit, copy, or develop them further. Notwithstanding anything in this Agreement to the contrary, ISO may automatically terminate Merchant's access to the ISO systems without penalty upon the earlier of: (a) the termination or expiration of this Agreement; or (b) the occurrence of any event causing ISO to cease providing Merchant access to ISO's systems. ISO DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ACCESS TO ISO SYSTEMS WILL BE UNINTERRUPTED OR ERROR FREE, THAT SECURITY BREACHES WILL NOT OCCUR WITH RESPECT TO INFORMATION COMMUNICATED THROUGH ANY ISO SYSTEM, THE INTERNET, OR COMMON CARRIER COMMUNICATIONS FACILITY, AND AS TO THE RESULTS THAT MAY BE OBTAINED IN CONNECTION WITH USE OF THE ISO SYSTEMS. ISO SHALL NOT HAVE ANY LIABILITY OF ANY KIND TO MERCHANT WITH RESPECT TO USE OF ISO SYSTEMS OR ANY INFORMATION OBTAINED THEREFROM. IF ANY OF THE TRANSACTIONS ON ISO'S SYSTEM BELONGING TO MERCHANT ARE SUBPOENAED BY LEGAL PROCESS OR OTHERWISE, ISO SHALL USE REASONABLE EFFORTS TO NOTIFY MERCHANT. IF MERCHANT DOES NOT RESPOND IN A TIMELY MANNER ISO MAY PRODUCE RECORDS IN ACCORDANCE WITH THE SUBPOENA.

2.17 Web Processing. Merchant shall disclose to Bank and ISO all URLs for which Merchant processes Transactions or otherwise accepts payments at the time of executing this Agreement, upon request, and before processing through any URL not previously disclosed.

2.18 Audits. Merchant shall allow auditors, including the auditors or representatives of any Card Brand, Servicer, or any third party designated by Card Brands or Servicer to review, inspect, audit, and make copies of Merchant's books, accounts, records and files pertaining to any Card Transaction and the procedures followed by Merchant at any or all of Merchant's establishments, offices, or places of business at Merchant's expense. ISO agrees that if it conducts an audit which is not required by the Rules or that is not requested by Bank, Card Brands, or a regulatory agency, such audit will be at ISO's sole expense; provided that if ISO's audit reveals any violations of this Agreement or the Rules, Merchant shall be responsible for the expense of the audit. Merchant will assist such auditors as may be necessary for them to complete their audit. In the event that a third-party audit is requested by a Card Brand, Bank, or regulatory agency, or required by the Rules, ISO may, at its option, and at Merchant's sole expense, either retain a third party to perform the audit or require that Merchant directly retain a specific third-party auditor. If ISO requires that Merchant directly retain the auditor, Merchant shall arrange immediately for such audit to be performed, and will provide ISO, Bank and the Card Brands with a copy of any final audit report.

2.19 Tax ID Numbers. Merchant agrees, represents, and warrants that its tax identification number ("TIN") provided on the Merchant Application, is true and correct and is the same TIN Merchant uses to file its tax returns. In the event that Merchant changes its TIN, it agrees to immediately update Bank and ISO regarding any new TIN it uses to file its tax returns. Merchant acknowledges that Servicer may be obligated to provide certain information about Merchant to government entities, including without limitation Merchant's name, DBAs, TIN, processing volume, and principals' social security number(s). Merchant agrees to release and indemnify Bank and ISO from any claims, liability, damages, and losses, including penalties and fines and attorneys' fees, that result from the information Merchant provided in the Merchant Application (including without limitation its TIN) being incorrect or not complying with its representations in this Section. In accordance with the Internal Revenue Code, Servicer may be required to perform backup withholding of amounts due to Merchant by deducting and withholding income tax from its reportable Transactions if: (a) Merchant fails to provide its TIN; or (b) if the IRS notifies Servicer that the TIN is incorrect.

ARTICLE III - PRESENTMENT, PAYMENT, CHARGEBACK; TYPES OF TRANSACTIONS

3.1 Acceptance. Servicer shall accept from Merchant all valid Transactions submitted by Merchant in accordance with this Agreement and present the same to the appropriate Card Issuers for collection against Cardholder accounts. All presentment and assignment of Transactions, collection therefore, and re-assignment or rejection of Transactions are subject to the terms of this Agreement and the Rules. Servicer shall only provisionally credit the value of collected Transactions to the Bank Account and reserves the right to adjust amounts collected to reflect the value of Chargebacks, fees, assessments, late submission charges, reserve deposits, and items for which Bank did not receive final payment. Settlement of funds will be in United States Dollars. Servicer may refuse to accept any Transaction or revoke its prior acceptance in the following circumstances: (a) the Transaction was not made in compliance with any terms of this Agreement or the Rules; (b) the Cardholder disputes his liability to Bank or Issuing Bank for any reason; or (c) the Transaction was not directly between Merchant and the Cardholder. Merchant will pay Servicer, as appropriate, any amount previously credited to Merchant for a Transaction not accepted or later revoked by Servicer. Merchant agrees that Servicer may disclose detailed information about Transactions, individually and in the aggregate, and other information relating to Merchant to third parties that, in Servicer's discretion, require the information to facilitate the Services described in this Agreement, or as requested by regulatory authorities. Without limiting the foregoing, Merchant agrees that Servicer may disclose to the Card Brands information regarding Merchant, Merchant's sales, and Servicer's experience with Merchant in connection with Card acceptance Merchant further agrees that the Card Brands may use such information to perform their responsibilities in connection with Card acceptance, promote the Card Brands, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of Card acceptance, and transactional or relationship communications from the Card Brands. The Card Brands may use the information about Merchant obtained in this Agreement at the time of setup to screen and monitor Merchant in connection with Card Brand marketing and administrative purposes. Merchant agrees it may receive messages from Card Brands, including information about Card Brand products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers of Merchant. Merchant may be contacted at its wireless telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. Merchant agrees that it may be sent fax communications. Merchant may opt-out of receiving commercial marketing communications from the Card Brands by contacting Servicer. Merchant may continue to receive marketing communications while the Card Brands updates their records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving transactional or relationship messages from the Card Brands.

3.2 Endorsement. The processing of Transactions from customers is Merchant's agreement to sell and assign its right, title, and interest in each Transaction completed in conformity with Bank and ISO's acceptance procedures and shall constitute an endorsement by Merchant to Bank and ISO of such Transactions. Merchant hereby authorizes Servicer to supply such endorsement on Merchant's behalf. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Sec. 365, as amended from time to time. Merchant acknowledges that its obligation to Servicer for all amounts owed under this Agreement arise out of the same transaction as Bank's obligation to deposit funds to the Bank Account.

3.3 Transmission Method. Information regarding a sale or credit Transaction transmitted with a computer or magnetic stripe/EMV reading terminal will be transmitted by Merchant as designated by Servicer in the form specified by Servicer. The means of transmission indicated in the Merchant Application shall be the exclusive means used by Merchant until Merchant has provided ISO with at least 30 days prior written notice, with a copy to Bank, of Merchant's intention to change the means of such delivery or otherwise alter in any material respect Merchant's medium of transmission of data. Servicer shall have the right to refuse and cancel the Agreement upon such notice.

3.4 Prohibited Payments. Servicer shall have the sole right to receive payment of any Transaction presented by Merchant and paid by Bank unless and until there is a Chargeback. Unless specifically authorized in writing by Bank, Merchant shall not make or attempt to make any collections from Cardholders on any Transaction, including Chargebacks, yet shall promptly deliver to Bank any payment Merchant receives, in whole or in part of the amount of any accepted Transaction, together with the Cardholder's name and account number, and any documents accompanying the payment.

3.5 Chargebacks. Contemporaneously with each Cardholder Transaction, a contingent and unmatured claim for Chargeback accrues against Merchant in favor of Servicer to the extent Servicer is required, or exercises its right, to pay to the Card Brands with respect to any fees, discounts, customer credits, adjustments, charges, fines, assessments, or other items, which may in turn be charged back to Merchant by Servicer. Merchant agrees that it is fully liable to Servicer for all Chargebacks, and that Servicer is authorized to offset from incoming transactions and to debit via ACH the Bank Account, the Reserve Account, or any other account held by Merchant at any other financial institution in the amount of any Chargeback. Merchant may not bill or attempt to collect from any Cardholder for any Card sale unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and Merchant otherwise has the right to do so. If Merchant is identified in a Card Brand Chargeback program, ISO shall charge Merchant a $2,500.00 fine and any costs for Servicer to complete its responsibilities relative to the identification. If Merchant's Chargeback Ratio (the number of Chargebacks divided by the total number of sales) is higher than four percent in any three-month period, then Servicer shall charge Merchant a $50.00 Excessive Chargeback per item surcharge in addition to standard Chargeback fees. Merchant may challenge a Chargeback, however, Merchant will remain liable for any such Chargeback if Merchant's challenge is not successful. Notwithstanding the forgoing, Merchant agrees to accept any Chargeback where the Cardholder disputes the validity of the sale Transaction according to the Rules. Merchant also agrees to accept liability for any Transaction if Servicer determines that Merchant has in any way failed to comply with the Rules, Servicer's procedures, this Agreement, or Servicer determines that the Transaction record is fraudulent or that the Transaction is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of Merchant or Merchant's agents or employees. Guarantors are personally liable for all Chargebacks. In the event Merchant sells its business and the new owner incurs Chargebacks, the original Merchant and all guarantors will continue to be held liable for such Chargebacks and any other liabilities of the new owner.

3.6 Third-Party Assessments. Notwithstanding any other provision of this Agreement, Merchant shall be responsible for all amounts imposed or assessed to Merchant, Bank, and ISO in connection with this Agreement by third parties including but not limited to any Card Brand or Service Provider (including telecommunication companies). Such amounts include but are not limited to fees, fines, assessments, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to Merchant and shall be immediately payable by Merchant when assessed by Servicer. Guarantors are personally liable for all third-party assessments.

3.7 Types of Transactions.

(a) General. Merchant shall not (i) request or use an account number for any purpose that is not related to payment of goods and services; (ii) store or reproduce the signature of a Cardholder other than for the transaction for which it was obtained; or (iii) request a CVV2 from the Cardholder for a card-present transaction. Merchant shall display on the payment screen and all screens that show account information both the last four digit of the account number and the Program Mark or Card Brand name in text immediately next to a Card Brand payment option.

(b) Telephone, Mail, and Internet Transactions. Merchant must display on its website: (i) its name, as it will appear on the Cardholder statement, as prominently as any other information depicted on the website, other than images of the goods or services being offered; (ii) a consumer data privacy policy; (iii) a policy for transmission of Card details; and (iv) the address of its permanent establishment. For approved mail, telephone, and internet orders, Merchant shall ensure the creation of a Transaction record that contains Cardholder data, the expiration number of the Card, an Authorization number, the sale amount and a record of the origination method, as appropriate; AVS, CVV2, "Visa Secure" or similar Card Brand verification tools required under the Rules. Such verification efforts are not guarantees of payment, and the use of those techniques will not waive any provision of this Agreement or otherwise validate a fraudulent Transaction. If Merchant does not receive a positive match through AVS where required, then the Transaction cannot be processed through the Discover Network Card or other similar Card Brand Card Not Present Transaction. Merchant should contact ISO immediately if it does not have AVS capability. For internet Transactions using Visa or Mastercard cards, settlement or Transaction records must have special codes (an "Electronic Commerce Indicator"). If Merchant uses a third party encryption vendor, such vendor must be approved by Bank and ISO. Merchant is solely responsible for managing the Internet telecommunications link. Merchant may not require a Cardholder to complete a postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed. Merchant may not request the Card Verification Value 2 (CVV2) data on any paper order form (either written or electronic).

(c) Transactions Using a Stored Credential Recurring Transactions; Preauthorized, Installments

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Orders. When capturing a Stored Credential for the first time, the Merchant must establish an agreement with the Cardholder that includes: A truncated version of the Stored Credential (i.e., the last 4 digits of the Card number), as it may be updated from time to time; how the Cardholder will be notified of any changes to the agreement; how the Stored Credential will be used; and the expiration date of the agreement, if applicable. Before processing an Installment Transaction, a Recurring Transaction, or an unscheduled Stored Credential Transaction, Merchant must obtain the Cardholder's express informed consent to an agreement that includes: the Transaction amount (including taxes and charges); the Transaction currency; an acknowledgement of any surcharge assessed and the associated disclosures where surcharging is permitted; Merchant's cancellation and refund policies; and Merchant's location. For Installment Transactions, the agreement must include the total purchase price and the terms of future payments including dates, amounts, and currency. Merchant must legibly print "Installment Transaction" on the Transaction Receipt. For Recurring Transactions, the agreement must include the fixed dates or intervals on which the Transactions will be processed. Merchant must legibly print "Recurring Transaction" on the Transaction Receipt. For unscheduled Stored Credential Transactions, the agreement must disclose to the Cardholder the event or occurrence that will prompt the charge of the Cardholder's Card (i.e., if Cardholder's balance falls below a certain amount). Merchant must maintain its agreement with the Cardholder for the duration of the agreement and provide it to Servicer upon request. Merchant will not complete any Installment Transaction, Recurring Transaction, or Stored Credential Transaction after: (i) receiving a cancellation notice from the Cardholder; (ii) receiving notice from Servicer that authority to accept recurring Transactions has been revoked; or (iii) receiving a response that the Card is not to be honored. Merchant must comply with all Rules governing Installment Transactions, Recurring Transactions, or unscheduled Stored Credential Transactions.

(d) Lodging and Vehicle Rental Transactions. Merchants engaged in lodging and vehicle rental Transactions may submit an authorized Transaction at the time of check-in. Additional Authorization must be obtained and recorded for charges actually incurred in excess of the estimated amount. Regardless of the terms and conditions of any written preauthorization form, the Transaction amount for any lodging or vehicle rental Transaction shall include only that portion of the sale, including any applicable taxes, evidencing a bona fide rental of real or personal property by Merchant to the Cardholder and shall not include any consequential charges. Hotels, motels, and car rental merchants are allowed up to a 15% variance (20% for some pre-authorization establishments) above the amount authorized. If the final amount charged to Cardholder exceeds the original estimate by more than 15% above the preauthorization, Merchant must authorize any additional amounts and all incremental authorization codes must be written in the authorization area along with the amount. Nothing contained herein is intended to restrict Merchant from enforcing the terms and conditions of its preauthorization form through means other than a Card Transaction. When submitting the first authorization request, the Merchant must inform the Cardholder that the authorization request is not final and that there may be subsequent authorization requests and the amount of the estimated authorization request. Merchants engaged in lodging and vehicle rental Transactions shall not include an amount to cover potential damage or an insurance deductible.

(e) Multiple Transactions. Merchant will include a description and total amount of goods and services purchased in a single sales Transaction on a single Transaction Receipt or Transaction record unless: (i) partial payment is entered on the Transaction Receipt or Transaction record and the balance of the Transaction is paid in cash or by check at the time of Transaction; or (ii) a Transaction represents an advance deposit or partial prepayment in a Card Transaction completed in accordance with this Agreement and the Rules.

ARTICLE IV - TERMINATION AND EFFECT OF TERMINATION

4.1 Term and Termination.

(a) Term. This Agreement shall become binding upon acceptance by Bank as of Effective Date. The initial term of this Agreement shall be for the period of time specified in the Agreement Term section of the Merchant Application, beginning on the Effective Date ("Initial Term"). If no Agreement Term is specified in the Agreement Term section of the Merchant Application, then the Agreement Terms shall be 24 months. The Initial Term will automatically renew for successive renewal terms for the same time period as the Initial Term ("Renewal Term") unless any party provides written notice to the other parties of its decision not to renew at least 90 days before the expiration of the then current term (the Initial Term or the current Renewal Term).

(b) Automatic Termination. This Agreement may be terminated by Servicer or any of the Card Brands at any time without notice to Merchant if they reasonably believe that Merchant has or is about to create harm or loss of goodwill to Servicer or a Card Brand. Additionally, the Card Brands, or Servicer at the request of the Card Brands, may terminate this Agreement, or instruct Servicer to terminate this Agreement, at any time, without notice, for no reason.

(c) Termination for Cause. Merchant may terminate this Agreement in the event of a material breach of the terms of this Agreement by Bank or ISO, provided that Merchant provides the breaching party with written notice of the alleged breach and the breach remains uncured for a period of 120 days following receipt of written notice by the breaching party. Merchant may terminate this agreement without penalty within 30 days of a fee increase or a new fee only if the fee increase or new fee is not passed through from the Card Brands. Bank or ISO may immediately terminate this Agreement upon written notice (i) in the event of a material breach of the terms of this Agreement by Merchant; (ii) if Merchant breaches any Card Brand Rule, including the American Express Merchant Operating Guide; or (iii) as a response to any fraud or suspected fraud. Merchant agrees to notify Bank and ISO immediately of any bankruptcy, receivership, insolvency, or similar action initiated by or against Merchant or any of its principals. Merchant will include Bank and ISO on the list of creditors filed with the Bankruptcy Court, whether or not a claim exists at the time of filing. Any party may immediately terminate this Agreement upon written notice if another party: (i) has knowingly made any untrue material representations herein or in documents provided under this Agreement; or (ii) becomes insolvent, is placed in receivership, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts, or seeks relief or has a petition filed against it under any provision of the Federal Bankruptcy Code. Servicer's rights of termination provided throughout this Agreement are cumulative. A specific right of termination enumerated in this Agreement shall not limit any other right of Servicer to terminate this Agreement expressed elsewhere in this Agreement.

4.2 Effect of Termination.

(a) In the event of termination for any reason, Merchant expressly authorizes Servicer to withhold and discontinue the disbursement of funds for all Cards and other payment Transactions of Merchant in the process of being collected and deposited.

(b) Any collected funds that are not funded to Merchant immediately will be placed in the Reserve Account until all fees, charges, losses, assessments, Chargebacks, or other amounts for which Merchant is liable under this Agreement have been paid and all contingent liabilities associated with Merchant have expired or been resolved. Further, Servicer reserves the right to require Merchant to deposit additional amounts into the Reserve Account based upon Merchant's processing history or anticipated risk of loss to Servicer. The provisions of this Agreement relating to the debiting and crediting of the Bank Account shall be applied to the Reserve Account and shall survive termination of this Agreement. Any balance remaining after Chargeback rights have expired and all other expenses, losses, fees, assessments, and damages have been paid will be disbursed to Merchant.

(c) Merchant acknowledges and agrees that Servicer is required to report the business name of Merchant and the names and identification of its principals to MATCH and any other terminated merchant files of any other Card Brand in the event the Services are terminated for any reason set forth in the Rules. Merchant consents to such reporting to the Card Brands by Servicer. Merchant agrees that it will hold Bank and ISO harmless for all such reporting.

(d) Upon termination for any reason, Merchant will immediately cease requesting Authorizations and will cease transmitting Transactions to Servicer. In the event Merchant obtains any Authorization after termination, Merchant expressly acknowledges and agrees that the fact that any Authorization was requested or obtained shall not operate to reinstate this Agreement. Merchant will immediately cease use of all Program Marks.

(e) Following termination, Merchant shall, upon request, provide Servicer with all Transaction Receipts and Credit Vouchers to be retained as of the date of termination.

(f) Upon termination any amounts due to Servicer will accelerate and be immediately due and payable, including without limit any fees that would have accrued for the remaining term, the Termination Fee as specified in the Merchant Application, and any fees related to the Volume Commitment for the greater of the Anticipated Monthly Volume in the Merchant Application or the actual volume processed by the Merchant for each month remaining in the term of the Agreement without any notice, declaration, or other act whatsoever by Servicer.

(g) Merchant will return all of Servicer's property, materials, supplies, forms, equipment, Confidential Information, and Access Codes.

ARTICLE V - ACCOUNTS; SECURITY INTERESTS; INDEMNIFICATION

5.1 Account Monitoring. Merchant acknowledges that ISO will monitor Merchant's daily Transaction activity. Merchant agrees that Servicer may suspend, within its sole discretion, the disbursement of Merchant's funds for any reasonable period of time required to investigate suspicious or unusual activity. Servicer will make commercially reasonable efforts to notify Merchant promptly following suspension. Neither Bank nor ISO shall have any liability for any losses or claims, either direct or indirect, which Merchant may attribute to any suspension of funds.

5.2 Requests for Information. Within three days of receipt of any request by Servicer, Merchant shall provide a copy of all Transaction Records and any other documentary evidence available to Merchant. Servicer may require additional information about Merchant or Merchant's procedures for accepting Cards. Merchant's failure to provide Servicer with this information shall be deemed a material breach of this Agreement.

5.3 Reserve Account. Security Interests, Recoupment, and Set-Off. Merchant hereby authorizes Servicer to establish and maintain a non-interest bearing account ("Reserve Account") in Bank's name at any Federally-insured financial institution with sums provided by Merchant that are sufficient to satisfy Merchant's current or future obligations as determined by Servicer related to the Transactions processed under this Agreement, or otherwise incurred or anticipated to be incurred by Servicer on Merchant's behalf under this Agreement, applicable law or private regulation, including amounts owed to cover any Chargebacks, refunds, assessments, fees, fines, actual or potential losses, or risks, (collectively the "Liabilities"). All funds held in the Reserve Account shall be the sole and exclusive property of Bank, and Bank shall have sole control of the Reserve Account. Bank, but not ISO, shall have the right to initiate a debit to the Bank Account or any other account at any institution held by Bank or any of its Affiliates, at any financial institution maintained in Merchant's name, any of its principals, or any of its guarantors, or if any of same are authorized signers on such account to establish or maintain funds in the Reserve Account. Servicer may deposit into the Reserve Account funds it would otherwise be obligated to pay Merchant, if Servicer determines such action is reasonably necessary to protect its interests. Bank, on its own behalf or at ISO's request, may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and Bank or ISO. Funds in the Reserve Account will remain in the Reserve Account for the greater of 18 months or as is consistent with Servicer's liability for Transactions and Chargebacks in accordance with the Rules. Bank shall then direct payment of all surplus funds remaining in the Reserve Account, if any should exist, to Merchant. If, after ISO's reasonable efforts to locate Merchant, ISO is unable to locate Merchant to distribute any such surplus funds in the Reserve Account following termination, ISO shall charge Merchant a $100.00 per month reserve maintenance fee which will be deducted from the surplus funds. Merchant acknowledges and agrees that Merchant's interest in the Reserve Account is strictly limited to surplus funds in the Reserve Account, if any should exist, after satisfaction of all Liabilities. In the event that a court for any reason determines at any time that Bank is not the sole and exclusive owner of the funds in the Reserve Account, then Merchant also grants to Bank and ISO a security interest in and lien to all funds held in the Reserve Account, regardless of source, as part of a security agreement within the meaning of the Uniform Commercial Code. Merchant also grants to Bank and ISO a security interest in and lien upon: (a) the Bank Account (as set forth in Section 5.9) and all funds at any time in the Bank Account, whatever the source of such funds; (b) future Transactions; and (c) all Merchant's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Upon request of Servicer, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant authorizes and appoints Servicer as its attorney in fact to sign its name to any financing statement used for the perfection of any security interest or lien granted in this Agreement. Merchant represents and warrants that no other party has a security interest in the Secured Assets. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements between Merchant and Servicer. With respect to such security interests and liens, Bank and ISO will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from Bank and ISO written consent prior to granting a security interest of any kind in the Secured Assets to a third party. In the event of a bankruptcy proceeding, Bank may exercise the rights under this Agreement to debit the Reserve Account for amounts due to Servicer regardless of the pre-petition or post-petition nature of the amount due Servicer, and Merchant promises not to contest any Motion for Relief from Automatic Stay that Servicer may decide to file to debit the Reserve Account. Further, neither Bank nor ISO consents to the assumption of this Agreement in the event of a bankruptcy proceeding. Nevertheless, if this Agreement is assumed Merchant agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. Sec. 365, as amended from time to time, Merchant

The Merchant Agreement may not be modified in any respect without the express written agreement of Bank. © 2023 Select Bankcard, Inc. All Rights Reserved.

must establish or maintain a Reserve Account in an amount satisfactory to Bank and ISO. Bank and ISO have the right of recoupment and set-off. This means that they may offset any outstanding/uncollected amounts owed to them from any amounts they would otherwise be obligated to deposit into the Account, and any other amounts Servicer may owe Merchant under this Agreement or any other agreement. The rights conferred upon Bank and ISO in this Section are not intended to be exclusive of each other or of any other rights and remedies of Servicer under this Agreement, at law or in equity. Rather, each and every right of Servicer at law or in equity will be cumulative and concurrent and in addition to every other right.

5.4 Service Providers. Merchant warrants that it has disclosed all Service Providers (other than ISO) on the Merchant Application that are in use as of the Effective Date. Merchant will cause all of its Service Providers to comply with the PCI DSS, AISP, DISC, SDP, and EMV requirements at all times and will report any non-compliance to ISO. Merchant is responsible for ensuring Service Provider's compliance with the Rules. Merchant will notify ISO immediately if Merchant decides to use a terminal or Service Provider that is not disclosed on the Merchant Application. Merchant agrees that its Service Providers will be Merchant's agent in the delivery of Transactions to Bank via an approved processing system or network and will assume full responsibility and liability for any failure of that Service Provider to comply with the Rules or this Agreement. Merchant assumes all liability and responsibility for its Service Providers.

5.5 Modifications to Agreement. This Agreement will automatically be deemed to be amended to conform to the Rules as the Rules may be amended from time to time. Merchant may not amend this Agreement without the written agreement of Bank and ISO. Servicer may amend any provision of this Agreement, including without limitation those relating to the discount rate or to other fees and charges payable by Merchant by providing written notice to Merchant of the amendment at least 30 days before the effective date of the amendment. Merchant may terminate this Agreement without penalty upon receiving notice but otherwise shall be deemed to have consented to such amendments upon its submission of a Transaction to Servicer at any time after the effective date of the amendment. Amendments made by Servicer due to changes in either Card Brand's fees, Interchange Fees, assessments, Rules, or any law or judicial decision may become effective on such shorter period of time as Servicer may specify if necessary to comply with the applicable Rule, law or decision. If Servicer's amendment to the Agreement is to pass through the Card Brand's fees, Interchange Fees, or assessments, Servicer will provide Merchant 30 days' notice before the effective date of the amendment; however, Merchant shall not be permitted to terminate this Agreement without penalty.

5.6 Limitation of Liability; Indemnity.

(a) Limitation of Liability. THE LIABILITY, IF ANY, OF SERVICER UNDER THIS AGREEMENT WHETHER TO MERCHANT OR TO ANY OTHER PARTY, SHALL NOT EXCEED, IN THE AGGREGATE THE DIFFERENCE BETWEEN (I) THE AMOUNT OF FEES PAID BY MERCHANT TO SERVICER DURING THE MONTH IN WHICH THE TRANSACTION OUT OF WHICH THE LIABILITY AROSE OCCURRED; AND (II) ASSESSMENTS, CHARGEBACK'S, AND ANY OFFSETS AUTHORIZED UNDER THIS AGREEMENT AGAINST SUCH FEES WHICH AROSE DURING SUCH MONTH. IN THE EVENT MORE THAN ONE MONTH IS INVOLVED, THE AGGREGATE AMOUNT OF SERVICER'S LIABILITY SHALL NOT EXCEED THE LOWEST AMOUNT DETERMINED IN ACCORD WITH THE FOREGOING CALCULATION FOR ANY ONE MONTH INVOLVED. IN NO EVENT WILL BANK, ISO, NOR THEIR OFFICERS, AGENTS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

(b) Indemnity. MERCHANT HEREBY AGREES TO INDEMNIFY AND HOLD BANK, ISO, AND THEIR EMPLOYEES AND AGENTS HARMLESS FROM ANY CLAIM RELATING TO A DISPUTE BETWEEN MERCHANT AND A CARDHOLDER, AND/OR ANY TRANSACTION PAID FOR AS MAY BE MADE BY ANYONE BY WAY OF DEFENSE, DISPUTE, OFFSET, COUNTERCLAIM OR AFFIRMATIVE ACTION. MERCHANT AGREES TO INDEMNIFY BANK AND ISO FOR LOSSES THAT EITHER MAY INCUR AS A RESULT OF (I) MERCHANT'S BREACH OF ANY REPRESENTATION, WARRANTY, OR TERM OF THIS AGREEMENT; (II) A BREACH OF THE SECURITY OF THE SYSTEM SAFEGUARDING CARDHOLDER INFORMATION OR MERCHANT'S FAILURE TO COMPLY WITH PCI, AISP, EMV, AND/OR SDP; (III) MERCHANT'S NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; (IV) ANY VIOLATION OF THE RULES; AND (V) ALL THIRD-PARTY CLAIMS ARISING FROM THE FOREGOING.

5.7 Warranty Disclaimer. BANK AND ISO MAKE NO WARRANTIES REGARDING THE USE, OPERATION, OR PERFORMANCE OF SOFTWARE AND SYSTEMS UTILIZED FOR THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, AND BANK AND ISO EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Servicer will perform all Services in accordance with this Agreement. Bank and ISO make no other warranty, express or implied, regarding the Services, and nothing contained in the Agreement will constitute such a warranty. Bank and ISO disclaim all implied warranties, including those of merchantability and fitness for a particular purpose.

5.8 Force Majeure. No party will be liable to the other parties for any failure or delay in its performance of this Agreement where such failure occurs by reason of any act beyond such party's reasonable control and without the fault or negligence of such party. The party suffering a force majeure event shall give notice within 30 days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the impacted party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section the other party may thereafter terminate this Agreement upon written notice.

5.9 Bank Account. Merchant will establish and maintain the Bank Account set forth in the Merchant Application that is approved by Bank. Merchant will maintain sufficient funds in the Bank Account to satisfy all obligations contemplated by this Agreement. Merchant must obtain prior written consent from Bank and ISO to change the Bank Account and will be subject to the Bank Account Change Fee identified in the Merchant Application. Merchant irrevocably authorizes Servicer to initiate debit/credit entries to the Bank Account as authorized under this Agreement. Bank will deposit all Transactions to the Bank Account subject to Section 3.1 of this Agreement. Bank, in its sole discretion, may grant Merchant provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by Servicer and subject to all Chargebacks and other amounts owed to Servicer under this Agreement. Merchant shall promptly examine all statements relating to the Bank Account, and immediately notify Bank and ISO in writing of any errors. Merchant's written notice must include: (a) Merchant's name and account number; (b) the dollar amount of the asserted error; (c) a description of the asserted error; and (d) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by Bank and ISO within 30 days after Merchant received the periodic statement containing the asserted error, or Merchant shall have waived the right to contest any error. Merchant may not make any claim against Servicer for any loss or expense relating to any asserted error for 60 days immediately following receipt of Merchant's written notice. During that 60-day period, Servicer will be entitled to investigate the asserted error, and Merchant will not incur any cost or expense in connection with the asserted error. If Merchant is subject to more than five ACH returned items or reserve releases per calendar year, Servicer shall charge Merchant a $50.00 per item surcharge in addition to Merchant's standard ACH Return fee. Merchant will indemnify and hold Bank and ISO harmless for any action they take against the Bank Account under this Section.

5.10 Fees and Other Amounts Owed. Merchant shall pay the fees and charges as set forth in the Merchant Application the provisions of which are incorporated herein by reference. Unless otherwise noted, Merchant shall pay all fees monthly or daily as set forth on the Merchant Application or at ISO's sole discretion. The Account will be debited through ACH for such amounts and for any other fees, charges or adjustments incurred by Merchant and associated with processing services. Merchant is also obligated to pay all taxes and other charges imposed by any governmental authority on the Services provided under this Agreement. Merchant will immediately pay Servicer any amount incurred by ISO attributable to this Agreement or any other agreement between Merchant and ISO or any subsidiary or affiliate of ISO, including but not limited to equipment fees, Chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Bank Account, Reserve Account, or are otherwise dishonored. Merchant authorizes Servicer to debit via ACH the Bank Account, Reserve Account, any other account Merchant has with ISO, an affiliate or subsidiary of ISO, Bank or at any other financial institution for any amount Merchant owes under this Agreement or under any other contract, note, guaranty, or dealing of any kind now existing or later entered into between Merchant and ISO or any subsidiary or affiliate, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint, or several. In the event such ACH does not fully reimburse Servicer for the amount owed, Merchant will immediately pay Servicer such amount.

ARTICLE VI - MISCELLANEOUS

6.1 Waiver. Failure by Bank or ISO to enforce one or more of terms of this Agreement, to exercise any option which is provided, or to require at any time performance by either party, shall in no way be construed to be a waiver of the right to enforce the same or other provisions in the future. The waiving party must sign all waivers. All rights and remedies of the parties are cumulative, not alternative.

6.2 Notices. All notices and other communications required or permitted under this Agreement shall be deemed delivered when mailed by Merchant via overnight carrier or certified mail, and when mailed by ISO/Bank, by first class mail, postage prepaid, addressed to the attention of Merchant Services (legal notices or issues involving disputes addressed to the attention of General Counsel) and to the address listed on the Fee and Regulatory Disclosure cover page or the mailing address listed on the Merchant Application. Alternatively, ISO and Bank may provide notice and other communications required or permitted under this Agreement to Merchant electronically by sending such notice to the Contact Email Address identified in the Merchant Application or by posting such notice on the Merchant Hub system.

6.3 Choice of Law: Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Utah. All claims or controversies between the parties related to this Agreement, which are not otherwise settled by agreement of parties, will be submitted to and decided by binding arbitration as set forth in Section 6.15 below.

6.4 Entire Agreement. This Agreement, including the Merchant Application and all associated exhibits, addenda, and attachments sets forth the entire fully-integrated agreement and understanding of the parties regarding its subject matter, and supersedes all prior agreements, promises, arrangements, representations or warranties, and communications, whether oral or written, by any officer, partner, employee or representative of any party hereto relating to the subject matter hereof and, except as provided herein, may be modified only in a writing executed by all parties and constitutes a fully integrated document.

6.5 Assignability. Merchant shall not assign payments due to it under this Agreement to a third party. Merchant may only assign future transaction receivables under this Agreement to Servicer, its affiliated entities, or any other cash advance funding source that partners with Servicer or its affiliated entities. This Agreement may be assigned by Servicer at any time in its sole discretion, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Bank and ISO. Merchant shall cooperate in all respects with ISO in connection with the assignment of this Agreement and shall execute and deliver any such documents as may be reasonably requested by ISO or its assignee in connection with the Assignment of this Agreement. Merchant acknowledges and agrees that ISO may distribute information including but not limited to the Merchant Application, this Agreement, Confidential Information, Cardholder information, and Transaction Data to any potential assignee. Upon assignment of this Agreement, Merchant shall send all notices or other communications required or permitted under this Agreement to the party to whom this Agreement was assigned. Should Merchant assign this Agreement improperly, Merchant shall indemnify and hold harmless Bank and ISO for such improper assignment including without limitation any claims to the Reserve Account.

6.6 Credit and Financial Inquiries; Additional Locations; Inspections. Merchant authorizes Servicer to make, at any time, any credit inquiries which either considers necessary to either review acceptance of this Agreement or investigate Merchant's deposit or Card acceptance practices subsequent to acceptance of this Agreement. Such inquiries shall include but are not limited to a credit check of the business including its proprietor, partners, principal owners, or officers. If requested to do so by Bank or ISO, Merchant shall provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Agreement, and will provide any financial statements, income tax and business tax returns, and other financial information as Bank or ISO may consider necessary to perform initial or periodic reviews of Merchant's financial stability and business practices, and Merchant shall receive a copy of all such reports upon reasonable request and if required under state's laws. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. Merchant may honor Cards only at locations approved by Servicer. Additional locations may be added subject to Servicer's approval. Either Merchant or ISO may delete any location by providing notice as provided in this Agreement.

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Merchant agrees to permit Bank or ISO to inspect locations at any time to confirm that Merchant has or is adhering to the terms of this Agreement.

6.7 Attorneys' Fees. Merchant will be liable for and will indemnify and reimburse Servicer for all attorneys' fees and other costs and expenses paid or incurred by Servicer in the enforcement of this Agreement, a violation of the Rules, or in collecting any amounts due from Merchant to Servicer or resulting from any breach by Merchant of this Agreement. All reasonable documented, actual expenses (including, without limitation, reasonable attorneys' fees) that a party incurs in responding to legal process from third parties related to a claim against or investigation of the other party (of which the responding party is not a party to or subject to the applicable legal process) shall be reimbursed to the responding party by such other party.

6.8 Signature. Merchant's acceptance of this Agreement will be evidenced by its signature on this Agreement or its submission of Transactions. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors, and assigns. Merchant represents and warrants that the person(s) executing this Agreement is duly authorized to bind Merchant to all provisions of this Agreement, and that such person(s) is authorized to execute any documents and to take any action on behalf of Merchant, which may be required by Servicer now or in the future. Merchant acknowledges that if Merchant has not signed above, Merchant agrees that Merchant's first transmission of Transactions constitutes Merchant's acceptance of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A facsimile or electronic signature will be binding and legal in all respects as if it were an original signature.

6.9 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intentions of the parties underlying the invalid, illegal, or unenforceable provisions.

6.10 Responsibility. Merchant is responsible for its employees' actions while in its employ.

6.11 Third-Party Beneficiaries. Notwithstanding anything in this Agreement to the contrary, The Card Brands shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to the Card acceptance of the respective Card Brands to enforce such terms against Merchant. Except for the Third-Party Beneficiary status of the Card Brands as set forth in the preceding sentence, this Agreement does not and is not intended to confer any rights or benefits on any person that is not a party hereto, and none of the provisions of this Agreement will be enforceable by any person other than the parties hereto, their successors, and permitted assigns.

6.12 Survival. Sections, 2.5, 2.12, 2.15, 2.16, 2.18, 2.19, 3.2, 3.5, 3.6, 4.2, and the entirety of Article 5 and Article 6 will survive termination of this Agreement.

6.13 Interpretation and Construction. In construing this Agreement, unless the context requires otherwise: (a) the singular includes the plural and vice versa; (b) the term "including" means "including, but not limited to;" (c) the term "day" means calendar day; (d) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; and (e) all captions, headings, and similar terms are for reference only and will not affect the interpretation of any provision. All Sections mentioned in this Agreement reference Section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction or construction against the drafter will be applied against any Party.

6.14 Dispute Resolution. Prior to initiating legal action against Bank or ISO arising out of or related to this Agreement, Merchant shall provide Bank and ISO written notice of its intent to pursue legal action. In the event the parties are unable to resolve the dispute arising out of or related to this Agreement within 60 days of Merchant's delivery of written notice to Bank and ISO, Merchant may initiate Arbitration proceedings in accordance with Section 6.15. Merchant must provide Servicer with any documents (including but not limited to Transaction Receipts and bank statements) requested in connection to such notice, except that any dispute related to the validity of Bank, ISO or Merchant's intellectual property rights may not be submitted for arbitration. Merchant must adhere to all the dispute resolution guidelines and procedures set forth in the Rules for any claims or disputes it asserts against any Card Brand.

6.15 Arbitration Agreement for Claims Including Without Limit Those Involving American Express. In the event that Merchant, Bank, ISO, or American Express are not able to resolve a Claim (defined below), this Section 6.15 explains how Claims may be resolved through arbitration. Merchant, Bank, ISO, or American Express may elect to resolve any Claim by binding individual arbitration. Claims will be decided by a neutral arbitrator. If arbitration is elected by any party to resolve a Claim, the parties understand and agree that neither Merchant, Bank, ISO, nor American Express will have the right to litigate or have a jury trial on that Claim in court. Further, Merchant, Bank, ISO, and American Express understand and agree that the parties will not have the right to participate in a class action or in a representative capacity or in a group of persons alleged to be similarly situated pertaining to any Claim subject to arbitration. Arbitrator's decisions are final and binding, with very limited review by a court, and once confirmed by a court of competent jurisdiction, an arbitrator's final decision on a Claim is generally enforceable as a court order. Other rights Merchant, Bank, ISO, or American Express would have in court may also not be available in arbitration.

(a) Initiation of Arbitration. Claims may be referred to either Judicial Arbitration and Mediation Services ("JAMS") or American Arbitration Association ("AAA"), as selected by the party electing arbitration. Claims will be resolved pursuant to this Section 6.15 and the selected arbitration organization's rules in effect when the Claim is filed. Contact JAMS or AAA to begin an arbitration or for other information. Claims may be referred to another arbitration organization if all parties agree in writing, if Bank, ISO, or American Express, on one hand, selects the organization and Merchant, on the other hand, selects the other within 30 days thereafter or if an arbitrator is appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Any arbitration hearing will take place in Utah County, Utah except with respect to Claims involving American Express where arbitration hearing will take place in New York, NY.

(b) Limitations on Arbitration. If any party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. No Claim is to be arbitrated on a class or purported representative basis or on behalf of the general public or other persons allegedly similarly situated. The arbitrator's authority is limited to Claims between Merchant, Bank, ISO, and American Express. An arbitration award and any judgment confirming it will apply only to the specific case brought by Merchant, Bank, ISO, or American Express and cannot be used in any other case except to enforce the award as between Merchant, Bank, ISO, and American Express. This prohibition is intended to, and does, preclude Merchant from participating in any action by any trade association or other organization against Bank, ISO and American Express. Notwithstanding any other provision in this Section 6.15, if any portion of these Limitations on Arbitration set forth in this Section 6.15(b) is found invalid or unenforceable, then the entire Section 6.15 (other than this sentence) will not apply, except that Merchant, Bank, ISO, and American Express do not waive the right to appeal that decision.

(c) Previously Filed Claims/No Waiver. Merchant, Bank, ISO, or American Express may elect to arbitrate any Claim that has been filed in court at any time before trial has begun or final judgment has been entered on the Claim. Merchant, Bank, ISO, or American Express may choose to delay enforcing or to not exercise rights under this Section 6.15, including the right to elect to arbitrate a claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of any confusion, and not to limit its scope, this Section 6.15 applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the American Express Merchant Regulations, or any similar provisions of any prior American Express Card acceptance agreement, that was filed against American Express prior to the effective date of this Agreement to the extent that such claims are not already subject to arbitration pursuant to a prior agreement between Merchant and American Express.

(d) Arbitrator's Authority. The arbitrator will have the power and authority to award any relief that would have been available in court. The arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this Section 6.15.

(e) Split Proceedings for Equitable Relief. Merchant, Bank, ISO, and American Express may seek equitable relief in aid of arbitration prior to arbitration on the merits if necessary to preserve the status quo pending completion of the arbitration. This Section 6.15 shall be enforced by any court of competent jurisdiction.

(f) Small Claims. Merchant, Bank, ISO, and American Express will not elect arbitration for any Claim Merchant properly files in a small claims court so long as the Claim seeks individual relief only and is pending only in that court.

(g) Governing Law/Arbitration Procedures/Entry of Judgment. This Section 6.15 is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply Utah law except with respect to Claims involving American Express, where it shall apply New York law and applicable statutes of limitations and honor claims of privilege recognized by law. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not federal or any state rules of procedure or evidence, provided that any party may ask the arbitrator to expand discovery by making a written request, to which the other parties will have 15 days to respond before the arbitrator rules on the request. If Merchant's Claim is for $10,000.00 or less, Merchant may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. At the timely request of a party, the arbitrator will provide a written opinion explaining his/her award. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the FAA. If a Claim is for $100,000 or more, or includes a request for injunctive relief, (i) any party to this Agreement shall be entitled to reasonable document and deposition discovery, including reasonable discovery of electronically stored information, as approved by the arbitrator, who shall consider, inter alia, whether the discovery sought from one party is proportional to the discovery received by another party, and no less than five depositions per party; and (ii) within 60 days of the initial award, either party can file a notice of appeal to a three-arbitrator panel administered by the selected arbitration organization, which shall reconsider de novo any aspect requested of that award and whose decision shall be final and binding. If more than 60 days after the written arbitration decision is issued the losing party fails to satisfy or comply with an award or file a notice of appeal, if applicable, the prevailing party shall have the right to seek judicial confirmation of the award in any state or federal court where Merchant's headquarters or Merchant's assets are located.

(h) Confidentiality. The arbitration proceeding and all information submitted, relating to or presented in connection with or during the proceeding, shall be deemed confidential information not to be disclosed to any person not a party to the arbitration. All communications, whether written or oral, made in the course of or in connection with the Claim and its resolution, by or on behalf of any party or by the arbitrator or a mediator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding; provided, however, that evidence shall not be rendered inadmissible or non-discoverable solely as a result of its use in the arbitration.

(i) Costs of Arbitration Proceedings. Merchant will be responsible for paying Merchant's share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees Merchant would have incurred if Merchant had brought a claim in court. Bank, ISO, or American Express will be responsible for any additional arbitration fees. At Merchant's written request, Bank, ISO, or American Express will consider in good faith making a temporary advance of Merchant's share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

(j) Additional Arbitration Awards. If the arbitrator rules in Merchant's favor against Bank, ISO, or American Express for an amount greater than any final settlement offer Bank, ISO, or American Express made before arbitration, the arbitrator's award will include any money to which Merchant is entitled as determined by the arbitrator, but in no case less than $5,000.00, and any reasonable attorneys' fees, costs and expert and other witness fees incurred by Merchant.

(k) Definitions. For purposes of this Section 6.15 only, "American Express" includes its Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing; "Merchant" includes Merchant's Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing; and "Claim" means any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against Bank, ISO, or American Express or any other entity (including Merchant, Bank, ISO, or American Express) that Bank, ISO, or American Express has the right to join, including any allegation involving a transaction using an American Express or other Card Brand product or network or regarding an American Express policy or procedure or the Rules.

6.16 Bank. Bank and ISO may jointly or individually assert or exercise any rights or remedies provided to the other or to Servicer hereunder. Bank and ISO reserve the right to allocate the duties and obligations assigned hereunder to Servicer, ISO, or Bank between themselves, as they deem appropriate in their sole discretion. Bank has certain obligations to Merchant pursuant to the Rules. In the event of any conflict between this Agreement and the Rules on the subject of Bank's obligations, the Rules shall control. The Bank may delegate certain or all of its rights and duties to an affiliate of the Bank at any time, without notice to Merchant. The Bank's rights and obligations under this Agreement may be assigned by Bank or ISO to another party at any time without prior notice to Merchant. Merchant hereby agrees to such assignment.

The Merchant Agreement may not be modified in any respect without the express written agreement of Bank. © 2023 Select Bankcard, Inc. All Rights Reserved.

St.George
THE BRIGHTER SIDE

26-290 Scoring Summary

	Total	FEE PROPOSAL	COMPATABILITY	FLEXIBILITY OF FEATURES	INTERVIEW RANKING
Supplier	**/ 150 pts**	**/ 50 pts**	**/ 30 pts**	**/ 20 pts**	**/ 50 pts**
State Bank of Southern Utah (Z46)	118.5 pts	32.5 pts	22.5 pts	13.5 pts	50 pts
Central Bank (F77)	103.17 pts	37.5 pts	25 pts	14 pts	26.67 pts
Wells Fargo Merchant Services (B37)	91.33 pts	35 pts	26.5 pts	16.5 pts	13.33 pts
Merchantic Payments LLC (C80)	89.67 pts	35 pts	23.5 pts	14.5 pts	16.67 pts
Cache Valley Bank (V97)	70.83 pts	27.5 pts	26 pts	14 pts	3.333 pts
Valued Merchant Services, LLC (R43)	68.83 pts	32.5 pts	21.5 pts	11.5 pts	3.333 pts
Point and Pay, LLC d/b/a Point & Pay (X65)	65.83 pts	30 pts	18.5 pts	14 pts	3.333 pts
ExpiTrans Inc (Q73)	57.83 pts	22 pts	19 pts	13.5 pts	3.333 pts
Govolution (F25)	56.83 pts	27.5 pts	15 pts	11 pts	3.333 pts
Paygasus (K35)	49.33 pts	23.5 pts	15 pts	7.5 pts	3.333 pts

Agenda Date: 11/05/2026 **Agenda Item Number:** 3c

Subject:

Consider approval to award a bid to Ground Worx Corp. for the FY27 Reuse Crushing Operation.

Item at-a-glance:

Staff Contact: Carolyn Prickett

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

575 E Brigham Road

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

This item is to award a bid for the crushing of asphalt and concrete rubble that has been deposited at the city reuse center into specified recycled aggregate and base material. Formal bids were requested and three bids were received. The low bid was received from Ground Worx Corp. in the amount of $120,281.

Staff Narrative (need/purpose):

St. George supports recycling and reusing used concrete and asphalt material from the city and other projects. The city has stockpiled approximately 16,000 ton Thematerial, once crushed, can be used on city projects.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: 120,281

Amount approved in current FY budget for item: 120,281

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

N/a

Description of funding source:

General Funds / Streets Division

Recommendation (Include any conditions):

Approval

Attachments

				Ground Worx		Interstate Rock		VSS International	
ITEM #	**DESCRIPTION**	**QTY**	**UM**	**UNIT PRICE**	**COST**	**UNIT PRICE**	**COST**	**UNIT PRICE**	**COST**
1	MOBILIZATION	1	LS	$ 6,500.00	$ 6,500.00	$ 16,800.00	$ 16,800.00	$ 19,835.50	$ 19,835.50
2	CRUSH AND STOCKPILE ASPHALT RUBBLE	8130	Ton	$ 7.30	$ 59,349.00	$ 12.00	$ 97,560.00	$ 18.25	$ 148,372.50
3	CRUSH AND STOCKPILE CONCRETE RUBBLE	7776	Ton	$ 7.00	$ 54,432.00	$ 12.00	$ 93,312.00	$ 18.25	$ 141,912.00
		TOTAL COST		**$**	**120,281.00**	**$**	**207,672.00**	**$**	**310,120.00**

Agenda Date: 11/05/2026 **Agenda Item Number:** 3d

Subject:

Consider approval of a Professional Services Agreement with Stanley Consultants for the construction engineering management services on the SR-7 Exit 5 Interchange.

Item at-a-glance:

Staff Contact: Carolyn Prickett

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

This item is for construction engineering management services for the SR-7 Exit 5 Interchange project. Two construction engineering management proposals were received from qualified Construction Management (CM) firms to provide professional oversight of the SR-7 Exit 5 Interchange project. Based on an evaluation of proposals Stanley Consultants was selected. The proposed cost for these services is $440,777.56. Staff recommends approval.

Staff Narrative (need/purpose):

The Exit 5 Interchange project is located on SR-7. UDOT requires that a qualified CM firm provides inspections and oversight for the project which includes all necessary documentation and reports associated with State-owned structures and facilities. The City's project engineering and project manager will augment this CM, but the bulk of the inspecting, documentation, and reporting will be performed by Stanley Consultants per UDOT's requirement.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $440,777.56

Amount approved in current FY budget for item: $11,000,000

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

N/A

Description of funding source:

Transportation Improvement Funds

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH STANLEY CONSULTANTS, INC FOR SR-7 EXIT 5 CONSTRUCTION ENGINEERING MANAGEMENT

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 61 S. Main St., St. George, Utah 84770 (hereinafter called the "CITY"), and Stanley Consultants, Inc., with offices at 1173 South 250 West, Suite 308, St. George, Utah 84770 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide construction engineering management services for the SR-7 Exit interchange project from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its services under this Agreement in accordance with the care, skill, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under similar circumstances to that of CONSULTANT under this Agreement.

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

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

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

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

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

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

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

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

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

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

2. **PROJECT SERVICES DESCRIPTION.**

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

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

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

3. **TERM OF AGREEMENT.**

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

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

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

4. **COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents. If any information provided to CONSULTANT is outside of CONSULTANT's area of expertise, CONSULTANT must notify CITY of its inability to verify the accuracy of that information provided. CITY may terminate this agreement upon receiving such notice if the information CONSULTANT cannot verify is material to the project or reason for hiring CONSULTANT.

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

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

the date borne by the certificate.

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

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

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

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

K. A provision that a waiver of subrogation is provided by the carrier to Certificate Holder.

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

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

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

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

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

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

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
ii Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of

work.

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

B. CONSULTANT's failure or refusal, whatever the reason, to pay its subcontractors or suppliers for Work performed under the Agreement, provided, however, CITY has timely paid CONSULTANT for its services in accordance with this Agreement;

C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of

them may be liable, to the extent such claims do not arise from the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CITY or CITY's officers, employees, agents, or representatives. CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. Within the scope of CONSULTANT's defense obligation in Section 12.1 above, CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

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

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

13. **DOCUMENTS.**

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

collected, CITY shall provide those specifics to CONSULTANT in writing.

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

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

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

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, such as any Scope of Work or Exhibit attached to this Agreement, this Agreement shall govern.

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

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

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

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

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

CITY:	City of St. George	CONSULTANT:	Stanley Consultants, Inc.
	61 S. Main St.		1173 S 250 West, Suite 308
	St. George, Utah 84770		St. George, Utah 84770
Attention:	City Attorney	Attention:	Bob Lamoreaux
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

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

22. **UTAH GRAMA COMPLIANCE.** Producer acknowledges and agrees that Owner is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. ("GRAMA").

22.1. *Public Records*. Notwithstanding any other provision of this Agreement, including any confidentiality or non-disclosure terms, Producer acknowledges that all records, documents, and information provided to Owner in connection with this Agreement may be subject to public disclosure pursuant to GRAMA. This Location Agreement, including all associated fees, execution dates, and location details, is a public record. Owner is legally prohibited from maintaining the entirety of this Agreement, or its financial terms, as confidential. Owner shall not be in breach of this Agreement for disclosing any information in accordance with a valid GRAMA request or a court order.

22.2. *Conflict of Terms*. If any conflict, inconsistency, or ambiguity arises between the terms of this Agreement and the requirements or provisions of GRAMA, GRAMA's provisions shall govern and prevail in all respects.

22.3. *Burden of Protection on Producer*. Owner will disclose all records related to this Agreement upon public request unless Producer strictly complies with Utah Code Ann. § 63G-2-309. To protect any trade secrets, unreleased intellectual property (such as scripts or storyboards), or sensitive financial information under Utah Code Ann. § 63G-2-305, Producer must:

A. Concurrently with the execution of this Agreement, provide Owner with a formal, written "Claim of Business Confidentiality" that includes a concise statement of reasons supporting the claim; and

B. Clearly stamp or mark each specific page or file as "Protected - Trade Secret/Proprietary." Failure to fulfill both conditions waives any claim of confidentiality, and Owner may release the records without liability or further notice to Production Company.

22.4. *GRAMA Indemnity*. If a third party submits a GRAMA request for records that Producer has marked as protected, and Owner denies the request based on Producers claim, Producer shall—at its sole expense—indemnify, defend, and hold harmless Owner, its officers, employees, and agents from any and all claims, administrative appeals before the Utah Government Records Office, lawsuits, damages, liabilities, and costs arising out of or resulting from the non-disclosure of such records. Owner may elect to provide its own defense at its own expense.

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

this Agreement.

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

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

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

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

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

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

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

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

32. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the

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

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

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

CITY OF ST. GEORGE	Stanley Consultants, Inc
Jimmie B. Hughes, Mayor	Mark Freeman, Vice President
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Daniel Baldwin, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

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

Name: Stanley Consultants, Inc

Address: 1173 S 250 W, Suite 308, St. George, UT 84770

Email: lamoreauxbob@stanleygroup.com Phone Number: 435-272-4370

Scope of Services and/or Deliverables by Contractor:

- See Attached
-
-
-

Compensation: City shall pay Contractor the following sum:

The aggregate total of all Work Orders shall not exceed Four hundred forty thousand, seven hundred seventy-seven dollars and fifty-six cents**, $**440,777.56.

Each individual Work Order shall not exceed N/A**, $**N/A.

Stanley Consultants, Inc

CONSULTANT CONTRACT
George Washington Bridge
City of St. George
Construction Management

11 months Construction 3 months Close-out

DIRECT LABOR EXPENSES

LABOR NAME	ROLES/RESPONSIBILITIES	HOURS	RATE $	AMOUNT $	Assumptions, estimates, comments
Bob Lamoreaux	Resident Engineer	380	$ 232.50	$88,350.00	8 hours per week for 12 months, 40 hours for close-out
Clayton Wilson	Field Engineer	430	$ 232.50	$99,975.00	8 hours per week for 12 months, 40 hours for close-out
Shana Gardner	Office Manager/Document Control	232	$ 80.83	$18,752.56	4 hours per week for 12 months, 40 hours for close-out
Jeff Walbeck	Structural Inspector	1,000	$ 164.70	$164,700.00	40 hours per week for 12 months, 40 hours for clsoe-out
Nick Smith	Roadway Inspector/Tester	1,000	$ 62.70	$62,700.00	Alternate Inspector Available
Gary John	Roadway Inspector/Tester	0	$ 112.75	$0.00	Alternate Inspector Available
Dan Brock	Lab Manager	0	$ 170.00	$0.00	Available for documentation and materials close-out
Dan Cluff	Cost Estimating/Schedule Review	0	$ 205.00		
TOTAL		3,042			
				Total Labor	$434,477.56

DIRECT EXPENSES

DESCRIPTION	RATE	NUMBER	$ AMOUNT
**Vehicles Stanley - @0.725	$ 0.725	8,000	$ 5,800.00
Misc. Expenses	$ 500.00	0	$ 500.00
		Direct Expenses	$ 6,300.00

Lab Testing	Lab Testing to be completed by others	$ 1.00		
			Subconsultant Expenses	$ -

TOTAL COSTS	**$440,777.56**

Agenda Date: 11/05/2026 **Agenda Item Number:** 3e

Subject:

Consider a fee waiver for the annual Wreaths Across America held by the Daughters of the American Revolution.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Valerie King

Reference Number: N/A

Address/Location:

Tonaquint Cemetery & St. George Cemetery

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

This is an annual city sponsored event being held on December 19, 2026. DAR is requesting St. George Police Department to escort volunteers from Tonaquint Cemetery to St. George Cemetery on Wreaths Across America Day, December 19, 2026. This service would be needed from approximately 11 am and conclude in 30 minutes or less depending on the number vehicles/volunteers who wish to lay wreaths on veteran graves at St. George Cemetery. Captain J. Bahlmann estimates the cost at hiring requested officers to assist with traffic control at $130 per officer, per hour, with a 2-hour minimum. Staff recommends approval of waiving the fees for this and future Wreaths Across America events.

Staff Narrative (need/purpose):

Wreaths Across America Day is an annual event celebrated across the nation. Tonaquint Cemetery, the first site to participate in Southern Utah, has been honoring veterans with remembrance wreaths since 2010. The St. George Police Department has graciously provided us with a police escort for a number of years, a cherished tradition that we deeply value. The procession to St. George Cemetery not only ensures that our volunteers travel together and arrive simultaneously to lay wreaths, but it also transforms into a beautiful display of patriotism as we make our way there.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of waiving the fees for this and future Wreaths Across America events.

Attachments

DAR
Daughters of the American Revolution

October 22, 2026

City of St. George
61 Main Street
St George, Utah 84770

Subject: Fee Waiver for Police Escort – Wreaths Across America (WAA)

Dear City Council,

I am writing to you request a fee waiver to utilize the St. George Police Department to escort volunteers from Tonaquint Cemetery to St. George Cemetery on Wreaths Across America Day, December 19, 2026. This service would be needed from approximately 11 am and conclude in 30 minutes or less depending on the number vehicles/volunteers who wish to lay wreaths on veteran graves at St. George Cemetery.

Wreaths Across America Day is an annual event celebrated across the nation. Tonaquint Cemetery, the first site to participate in Southern Utah, has been honoring veterans with remembrance wreaths since 2010. Color Country Chapter Daughters of the American Revolution (DAR), a non-profit service organization established in St. George, has been supporting this very moving patriotic event since 2012. In 2018, we stepped up and took the helm in organizing the annual ceremonies and spearheading wreath sponsorship activities, the same year we added wreath laying at St. George Cemetery. In 2010, about 350 veteran graves were honored with wreaths placed by a handful of volunteers. In 2026, over 2300 veteran graves will receive wreaths with hundreds of volunteers of all ages joining us.

The St. George Police Department has graciously provided us with a police escort for a number of years, a cherished tradition that we deeply value. The procession to St. George Cemetery not only ensures that our volunteers travel together and arrive simultaneously to lay wreaths, but it also transforms into a beautiful display of patriotism as we make our way there.

I kindly request escort services by the St. George Police Department is provided free of charges for this year's event, and if allowable, future WAA events.

Sincerely,

Valerie E. King
WAA Location Coordinator
WAA Sponsorship Group Leader
Honorary Regent
Color Country Chapter DAR

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 1, 2026, 3:00 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
Deputy City Recorder Brenda Hatch
Chief Kyle Whitehead
City Engineer Wes Jenkins
Community Development Director Carol Winner
Communication Manager Justin Grenier
Captain Jeff Bahlmann

CALL TO ORDER:

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

Link to call to order: 00:00:00

Link to City Manager John Willis removing item number 3 from the agenda: 00:00:18

DISCUSSION REGARDING DETENTION BASINS IN THE HORIZON RIDGE SUBDIVISION:

Link to introduction from City Manager and presentation from Wes Jenkins, including discussion between City Manager John Willis, Councilmember Kemp, Councilmember Larsen, Councilmember Larkin, Councilmember Anderson, Councilmember Tanner: 00:00:22

Agenda Packet [Page 2]

DISCUSSION REGARDING LIVE/WORK STANDARDS:

Link to introduction from City Manager and presentation from Community Development Director Carol Winner, including discussion between Councilmember Larsen, Councilmember Tanner, City Manager John Willis, Councilmember Anderson, Councilmember Larkin, Mayor Hughes, Councilmember Tanner, Councilmember Kemp, Matt Metcalf: 00:14:49

Agenda Packet [Page 3]

DISCUSSION REGARDING UNCLAIMED PROPERTY REVERTED FOR PUBLIC USE:

This item was removed from the agenda.

Agenda Packet [Page 9]

DISCUSSION REGARDING THE NEW 911 CENTER CONTRACT AND BILLING MODEL:

Link to introduction from City Manager and presentation from Communication Manager Justin Grenier, including discussion between City Manager John Willis, Councilmember Larkin, Councilmember Larsen, Captain Bahlmann, Councilmember Kemp, Chief Whitehead, Mayor Hughes, Councilmember Tanner, Councilmember Anderson: 00:37:35

Agenda Packet [Page 20]

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER.

Link to reports from Mayor, Councilmembers, and City Manager:

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: 01:16:55

MOTION:

A motion was made by Councilmember Kemp to adjourn.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

_____
Brenda Hatch, Deputy City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 1, 2026, 3:00 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
Deputy City Recorder Brenda Hatch
Chief Kyle Whitehead
City Engineer Wes Jenkins
Community Development Director Carol Winner
Communication Manager Justin Grenier
Captain Jeff Bahlmann

CALL TO ORDER:

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

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Link to City Manager John Willis removing item number 3 from the agenda: 00:00:18

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ADJOURN:

Link to motion: 01:16:55

MOTION:

A motion was made by Councilmember Kemp to adjourn.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

_____

Brenda Hatch, Deputy City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 1, 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
Deputy City Recorder Brenda Hatch
Assistant Operations Director – Tech Services James Duckett
Tech Services Tim Johansen
Budget Manager Jared Edwards
Fire Chief Robert Stoker
Assistant Budget Manager & Grant Administrator Chad Moultrie
Assistant Public Works Director Wes Jenkins
Planner Dan Boles
Planner Brian Dean
Planner Lonnie Olson

OTHERS PRESENT:

Several Residents
Jillian Penhale
Kasey Jones

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Kacey Jones and The Pledge of Allegiance to the Flag was led by Councilmember Anderson.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

a. Welcome the Ibigawa Delegation.

Link to Mayor Hughes welcoming the Ibigawa Delegation including remarks from Mayor Huges and the Superintendent of the Ibigawa Board of Education: 00:02:32

b. Read a Proclamation proclaiming October as Domestic Violence Awareness Month.

Link to Councilmember Kemp reading a proclaiming October as Domestic Violence Awareness Month with comments from Jillian Penhale from the Dove Center: 00:10:47

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c. Read a Proclamation proclaiming October as Cybersecurity Awareness Month.

Link to Councilmember Larsen reading a Proclamation proclaiming October as Cybersecurity Awareness Month with comments from Tim Johansen and James Duckett: 00:15:47

d. Present Awards for the Dixie Days Dinner on Main Art Contest.

Link to presentation of awards for the Dixie Days Dinner on Main Art Contest with comments from Elizabeth Gunter founder of Art Provides: 00:20:58

e. Recognize employee Meagan Evans who recently won the Utah Museums Association's 2026 Rising Professional Award.

Link to recognition of employee Meagan Evans who recently won the Utah Museums Association's 2026 Rising Professional Award with comments from Payton Lee: 00:23:39

COMMENTS FROM THE PUBLIC:

Link to Mayor Hughes outlining the rules for speaking: 00:28:14

Link to comments from resident Tom Butine: 00:29:57

Link to comments from resident Mat Kay : 00:33:42

Link to comments from resident Lauren Harwood : 00:34:52

Link to comments from resident Mike McKee : 00:39:04

CONSENT CALENDAR:

a. Consider approval to award bid to American Pavement Preservation for the Slurry Seal project.

BACKGROUND and RECOMMENDATION: This item is to consider award of bid for the annual slurry seal project. Slurry seal is a cost effective road maintenance activity that helps protect the deterioration of the city's roadways. This was a formal bid; five (5) bids were received. American Pavement Preservation had the lowest bid. Staff recommends awarding the bid to American Pavement Preservation in the amount of $447,996.72.

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

BACKGROUND and RECOMMENDATION: This item is for the purchase of HA5 seal coat from Holbrook Asphalt, Inc in the total amount of $394,066.99. The HA5 product is used to put a seal over newer residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. This is a key tool in the city's pavement management program intended to extend the life of the city's

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roadways, trails, and parking lots. This is a sole source award. It has been used for many years throughout the City for asphalt preservation with excellent results. Staff recommends awarding the bid to Holbrook Asphalt in the amount of $394,066.99.

c. Consider approval to award bid to Mint Construction, LLC for construction of Thunder Junction Park Phase 2.

BACKGROUND and RECOMMENDATION: This item is to award a bid to construct Thunder Junction Park Phase 2 to Mint Construction, LLC in the amount of $3,710,224.61. Thunder Junction Park Phase 2 will include an entrance building, snowy mountain building (train stop, restroom, storage, water feature), shade structures, play equipment, and playground surfacing. Formal bids were requested and the City received three bids. The low bid was received from Mint Construction, LLC in the amount of $3,710,224.31 which includes the Base Bid plus Bid Alternate 1. Thunder Junction Park Phase 2 is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

d. Consider approval of an agreement to purchase a portion of real property (SG-MDE-2-9-A) from Steven & Kali Sorensen.

BACKGROUND and RECOMMENDATION: The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city initiated an offer to purchase the property to provide a permanent solution and protect the floodway and sewer easement. The City has a reimbursement agreement with the Washington County Flood Control Authority for reimbursement of this property purchase. The total purchase amount is set at $9,025.

e. Consider approval of Purchase and Sale Agreement with the Church of Jesus Christ of Latter-day Saints to purchase right-of-way for a trail (widened sidewalk) along 3000 East.

BACKGROUND and RECOMMENDATION: The trail along 3000 East is on the St. George Park and Trails Masterplan. There is a gap along the 3000 East trail from 1140 South to 1350 south on the east side of 3000 East. The City has been working on completing this trail over the last few years and this is the final section to complete the trail along 3000 East. The City has negotiated a purchase for an additional 5 feet of ROW to bring the sidewalk to a full 10' width to match the rest of the trail. The negotiated purchase price is $14,770. Staff recommends approval.

f. Consider approval of an agreement with Spackman Enterprises Environmental Construction for the removal of underground piping at Red Rock Diesel Generation Plant.

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BACKGROUND and RECOMMENDATION: This item is for the relocation of underground fuel piping at the Red Rock Diesel Generation Plant. Recent changes to state law require the existing underground fuel lines to be relocated above ground. Staff received a quote from Spackman Enterprises Environmental Construction to complete the required work in the amount of $261,160 through State Contract #MA 4744. Staff recommends approval.

g. Consider approval of a Reimbursement Agreement with CRS Holdings, LLC, DSG Holdings, LLC and Desert Canyons Land, LLC for Southern Parkway (SR-7) Exit 5 Interchange.

BACKGROUND and RECOMMENDATION: The developer is constructing a full interchange on the Southern Parkway (SR-7) to be known as Exit 5 in conjunction with the development of his adjacent properties (SG-5-3-33-110, SG-5-3-34-440, SG-5-3-34-441, SG-6745-I-1-A-1 and SG-5-3-33-4201). The interchange includes full ramp access to SR-7, both directions. Improvements include the overpass structure, drainage piping, and a combined detention basin (for the interchange and adjacent development).

h. Consider approval of a UDOT Local Government Federal Aid Agreement with UDOT for Participation and Betterments on the I-15 Milepost 6 to 8 Project.

BACKGROUND and RECOMMENDATION: This agreement is for the participation and betterment costs on the I-15 Widening Project. Included in the I-15 Widening are the two new underpass structures at 400 E and 900 S, which are estimated to cost around $69M. UDOT has asked the City to support the underpasses with a portion of the cost ($5M). The City has procured a sum of federal monies amounting to $3.59M for the project, and with the City's participation of $1.41M, this amount will cover UDOT's request for $5M. Furthermore, with the widening of 700 E structure, portions of the local roadway improvements (curbing, sidewalk, pavement) are needing to be reconstructed. The City is requesting UDOT remove and reconstruction additional improvements so that the local roadway (700 E) under the structure is widened to facilitate the full 5 lanes under the structure. The additional cost to the City is estimated at $202,638. As outlined in the agreement, the City's total participation cost using local funding is $1,612,638. Staff recommends approval contingent upon the associated budget amendment.

i. Consider approval to allow Art Around the Corner to serve alcohol in the Civic Room at City Hall on November 12, 2026.

BACKGROUND and RECOMMENDATION: The Art Around the Corner Foundation (AACF) is a nonprofit organization dedicated to supporting the arts, enriching the community, and bringing fine arts to the heart of historic St. George and to our extended gallery sites. The Foundation’s flagship project is the Art Around the Corner Outdoor Sculpture Gallery, a collection of sculptures from nationally renowned artists. On November 12, 2026, Art Around the Corner will be holding a one-night showcase, open to the public, featuring diverse mediums from

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Southern Utah creators. The evening is designed to bring together regional artists, collectors, and art lovers while raising support for public art initiatives.

j. Consider approval of the minutes from the meetings held on August 20, 2026 (work meeting); August 20, 2026 (regular meeting); September 3, 2026 (work meeting); and September 3, 2026 (work meeting).

Link to presentation from City Manager John Willis: 00:41:21

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Link to motion: 00:42:00

MOTION:
A motion was made by Councilmember Larkin to approve the consent calendar removing item I as presented.
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.

Link to discussion on item I between Councilmember Larsen, Mayor Hughes, Councilmember Larkin, Councilmember Tanner, Councilmember Kemp, City Attorney Ryan Dooley 00:42:28

MOTION:
A motion was made by Councilmember Kemp to approve Item 3I with the following conditions that the event is held after hours and there will be no alcohol outside of the civic space.
SECOND:
The motion was seconded by Councilmember Larkin.
VOTE:
Mayor Hughes called for a vote, as follows:

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

The motion carried with a vote of 3-2.

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PUBLIC HEARING/EMERGENCY SERVICES SALES AND USE TAX/RESOLUTION: Public hearing to receive input on an Emergency Services Sales and Use Tax and to consider approval of Resolution No. 2026-020R to impose a 0.33% Emergency Services Sales and Use Tax Pursuant to Utah Code 59-12-2402.

BACKGROUND and RECOMMENDATION: Tonight's item is to hold a public hearing to receive public input and to consider adoption of a resolution imposing a 0.33% Emergency Services Sales and Use Tax as a dedicated funding source for emergency medical and fire protection services provided by the St. George Fire Department. The sales tax is proposed to make major investments in the emergency medical and fire protection services provided by the St. George Fire Department to improve response times, staffing coverage, maintain and improve the city's ISO rating, replace fire apparatus, and keep up with growth. These investments include 6 new full-time fire stations, 72 new full-time fire fighters, and 15 new fire apparatus. Utah Code 59-12-24 authorizes municipalities to impose up to a 0.33% local option sales tax to fund emergency medical and fire protection services following a public hearing. Staff recommends holding the public hearing and approval of the resolution.

Link to introduction from City Manager John Willis and presentation from Assistant City Manager Robert Myers including discussion between Councilmember Kemp, Chief Stoker, Councilmember Tanner, Councilmember Anderson, Councilmember Larsen, City Manager John Willis : 00:50:46

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Link to public hearing: 01:24:03

Link to comments from resident Brad Bennett: 01:24:23

Link to comments from resident Eileen Hacker: 01:27:14

Link to comments from resident Donald Cottom : 01:30:06

Link to comments from resident Curt Sorweid : 01:33:46

Link to comments from resident Kevin Hadlock: 01:36:52

Link to comments from resident Jeff Linebender : 01:41:15

Link to comments from resident Mark Hurr: 01:45:01

Link to comments from resident Paula Smith: 01:46:52

Link to comments from resident Dan Cooper: 01:49:50

Link to comments from resident Mike McKee: 01:53:03

Link to comments from resident Zachary Ray: 01:55:13

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Link to comments from resident Roy Luke: 01:58:27

Link to comments from resident Rolando Rodriguez: 02:02:30

Link to comments from resident Nichole Mowrey: 02:06:30

Link to comments from resident Lee Taylor: 02:09:34

Link to comments from resident Bob Hermandson: 02:11:40

Link to comments from resident Tim Hollingsworth: 02:14:05

Link to comments from resident Laurie Waters: 02:16:04

Link to comments from resident Tim Anders: 02:17:30

Link to discussion between the City Council: 02:21:18

Link to motion: 03:14:22

MOTION:
A motion was made by Councilmember Larsen to approve the Emergency Services Sales and Use Tax and to consider approval of Resolution No. 2026-020R to impose a 0.33% Emergency Services Sales and Use Tax Pursuant to Utah Code 59-12-2402.

SECOND:
The motion was seconded by Councilmember Kemp.

Link to Councilmember Larkin asking to amend the motion to add an addendum that our city pay their own utilities from the general fund and rebate their primary property owners with discussion between Councilmember Larsen, Councilmember Anderson, and the City Manager John Willis: 03:14:48

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

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

The motion failed.

Link to motion: 03:17:55

MOTION:
A motion was made by Councilmember Larkin to approve the Emergency Services Sales and Use Tax at the 0.33% and that we also have our city pay

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their utilities and give that rebate to our primary residential residents according to the email we got from Robert.

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 – nay
Councilmember Kemp – aye
Councilmember Anderson – nay

The motion carried with a vote of 3-2.

Mayor Hughes called for a recess.

Link to Mayor Hughes reconvening the meeting at approximately 8:55 p.m.: 03:22:44

PUBLIC HEARING/CAPER REPORT:

Public Hearing and consideration of the Consolidated Annual Performance Evaluation Report (CAPER) for the 2025 program year, fiscal year 2026 of the Community Development Block Grant (CDBG).

BACKGROUND and RECOMMENDATION: On or about October 1, 2026, the City will submit a Consolidated Annual Performance Evaluation Report (CAPER), for the 2025 Program Year, to the U.S. Department of Housing & Urban Development (HUD). The CAPER is a financial and public benefit summary of the City use and expenditures of federal Community Development Block Grant (CDBG) funds. The report evaluates how the City used these federal funds during the past program year to carry out priorities identified in the City adopted 2025 Annual Action Plan. The report also evaluates how the City uses other resources to leverage federal dollars in carrying out the broader vision of community needs and priorities. A public comment period started on September 15, 2026 and will end on October 1, 2026. No comments have been received to date.

Link to introduction from City Manager John Willis and presentation from Chad Moultrie: 03:23:06

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Link to public hearing: 03:27:22

Link to comment by resident Josephine Parrish: 03:27:40

Link to motion: 03:35:05

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MOTION:
A motion was made by Councilmember Larkin to approve the Consolidated Annual Performance Evaluation Report (CAPER) for the 2025 program year, fiscal year 2026 of the Community Development Block Grant (CDBG).
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.

PUBLIC HEARING/STREET NAME CHANGE/ORDINANCE:
Public hearing and consideration of Ordinance No. 2026-072 to rename the public street currently known as Backlot Crossing to Desert Fields Drive.

BACKGROUND and RECOMMENDATION: The name Backlot Crossing was established in connection with the area's originally planned motion-picture development. As the development plan has transitioned to a more traditional residential and commercial project, the existing street name no longer reflects the character or intended use of the area. The street is located north of Desert Canyons Parkway and crosses Fort Pierce Wash.

Link to introduction from City Manager John Willis and presentation from Wes Jenkins: 03:35:31

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Link to public hearing; no comments were made: 03:36:16

Link to motion: 03:36:25

MOTION:
A motion was made by Councilmember Anderson to approve Ordinance No. 2026-072 to rename the public street currently known as Backlot Crossing to Desert Fields Drive.
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/VACATE UTILITIES AND DRAINAGE EASEMENT/ORDINANCE: Public hearing and consideration of Ordinance No. 2026-073 vacating a utilities and drainage easement across Lot 1 of the Foothill Commons subdivision.

BACKGROUND and RECOMMENDATION: The Foothill Commons subdivision plat and the easement dedication recorded as Document No. 00768696 depict a utility and drainage easement generally following the original alignment of 2450 South toward River Road. When the development and adjacent roadways were constructed, the roadway alignment was revised so that 2450 South curves to intersect River Road perpendicularly rather than at an angle. A proposed building footprint on Lot 1 extends into the existing easement area. Vacating the existing easement will allow the building to be located as designed and will eliminate the need for an emergency-access configuration on Lot 1 onto 2450 South Street. A new plat will dedicate a replacement easement that accommodates the proposed building location while continuing to provide the necessary utility and drainage access, and changing the emergency access to 1650 East Street.

Link to introduction from City Manager John Willis and presentation from Wes Jenkins: 03:36:57

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Link to public hearing; no comments were made: 03:37:46

Link to motion: 03:37:59

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2026-073 vacating a utilities and drainage easement across Lot 1 of the Foothill Commons subdivision.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

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PUBLIC HEARING/VACATE PUBLIC UTILITY AND DRAINAGE EASEMENT/ORDINANCE:

Public hearing and consideration of Ordinance No. 2026-074 vacating a public utility and drainage easement located at the rear of Lot 142 of Meadow Valley Farms Phase 11.

BACKGROUND and RECOMMENDATION: This easement was dedicated with the recording of the Meadow Valley Farms Phase 11 subdivision plat. Vacating the easement will allow the lot line to be adjusted to accommodate the proposed detached garage on the south side of the property. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Wes Jenkins: 03:38:27

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Link to public hearing; no comments were made: 03:39:11

Link to motion: 03:39:23

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2026-074 vacating a public utility and drainage easement located at the rear of Lot 142 of Meadow Valley Farms Phase 11.

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATE PORTION OF VISTA RIDGE ESTATES PHASE II PLAT/ORDINANCE:

Public hearing and consideration of Ordinance No. 2026-075 vacating a portion of the Vista Ridge Estates Phase II subdivision plat, specifically the north 10 feet of Lot 69.

BACKGROUND and RECOMMENDATION: The Vista Ridge Estates Phase II subdivision plat identifies Lot 69 as approximately 40.00 feet wide and 76.90 feet deep. Due to City-maintained drainage facilities in the area, the block wall was constructed approximately 10 feet south of the original north property line. The Joint Utilities Commission recommended approval.

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Link to introduction from City Manager John Willis and presentation from Wes Jenkins: 03:39:53

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Link to public hearing; no comments were made: 03:41:07

Link to motion: 03:41:17

MOTION:
A motion was made by Councilmember Larkin to approve Ordinance No. 2026-075 vacating a portion of the Vista Ridge Estates Phase II subdivision plat, specifically the north 10 feet of Lot 69.

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.

PUBLIC HEARING/AMEND FY 26-27 BUDGET/RESOLUTION:
Public hearing and consideration of Resolution No. 2026-021R to review and approve amendments to the Fiscal Year 2026-27 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 Jared Edwards: 03:41:46

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Link to public hearing; no comments were made: 03:43:25

Link to motion: 03:43:40

MOTION:
A motion was made by Councilmember Anderson to approve Resolution No. 2026-021R to review and approve amendments to the Fiscal Year 2026-27 Budget.

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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.

SUPPORT FEDERAL GOVERNMENT SELLING PUBLIC LANDS FOR SOUTHERN UTAH'S CRITICAL REUSE WATER FACIITIES/RESOLUTION:

Consider approval of Resolution No. 2026-022R in Support of the Federal Government selling public lands for Southern Utah's critical reuse water facilities.

BACKGROUND and RECOMMENDATION: The City and the Washington County Water Conservancy District are asking our Federal Delegation to develop legislation to effectuate the acquisition of public lands for reuse water infrastructure. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from City Attorney Ryan Dooley: 03:44:14

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Link to motion: 03:45:12

MOTION:
A motion was made by Councilmember Kemp to approve Resolution No. 2026-022R in Support of the Federal Government selling public lands for Southern Utah's critical reuse water facilities.
SECOND:
The 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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

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CONDITIONAL USE PERMIT:

Consider approval of a Conditional Use Permit to remove a condition on a previously approved Conditional Use Permit on approximately 0.09 acres located at approximately 1001 East White Dome Drive. (Case No. 2026-CUP-006 - Anthemnet/VZW White Dome Cell Tower).

BACKGROUND and RECOMMENDATION: Planning Commission held a public hearing to hear the request and recommended approval to remove a single condition placed on the original Conditional Use Permit with a 7-0 vote.

Link to introduction from City Manager John Willis and presentation from Dan Boles, including discussion between Councilmember Larkin and Mr. Boles: 03:45:48

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Link to motion: 03:47:35

MOTION:

A motion was made by Councilmember Larkin to approve a Conditional Use Permit to remove a condition on a previously approved Conditional Use Permit on approximately 0.09 acres located at approximately 1001 East White Dome Drive.

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.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-066 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South. (Case No. 2026-ZC-001 - RL Wyman 2450 South)

BACKGROUND and RECOMMENDATION: The underlying general plan is AE (Agricultural Estates) with adjacent zoning of RE-20 (Residential Estates, 20,000 ft² minimum lot size), R-1-10 (Residential 10,000 ft² minimum lot size) & A-1 (Agricultural, 40,000 ft² minimum lot size), A-1 (Agricultural, 40,000 ft² minimum lot size) & (Washington City – R-1-10 - Residential 10,000 ft² minimum lot size), and RE-37.5 (Residential Estates, 37,500 ft² minimum lot size). At their meeting

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held on February 24, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Dan Boles: 03:48:11

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Link to motion: 03:50:04

MOTION:
A motion was made to approve by Councilmember Tanner to approve Ordinance No. 2026-066 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-076 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East. (Case No. 2026-ZC-016 - Sullivan Commercial)

BACKGROUND and RECOMMENDATION: The proposal is to change the zoning to PD-C (Planned Development Commercial) with a use list. This is a request for an initial zone change establishing the coning and use list on the property only. The underlying general plan is COM (Commercial). At their meeting held on September 8, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 7-0. There were no public comments at the meeting with one letter submitted.

Link to introduction from City Manager John Willis and presentation from Brian Dean, including discussion between Councilmember Larkin, Councilmember Larsen, and City Manager John Willis: 03:50:46

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Link to motion: 03:54:15

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2026-076 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East removing auto sales, payday loans and RV storage from the permitted use list.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:
Consider approval of Ordinance No. 2026-077 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.68 acres generally located north of Crosby Way and east of 120 East Street. (Case No. 2026-ZC-015 - Strap Tank Restaurant & Brewery)

BACKGROUND and RECOMMENDATION: The underlying general plan is SL (Sensitive Lands) with adjacent zoning of C-3 (General Commercial) on the north, Arizona on the south, C-3 (General Commercial) and C-3 (General Commercial) to the east, and C-3 (General Commercial) to the west. At their meeting held on September 9, 2026, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 7-0; there were 0 comments.

Link to introduction from City Manager John Willis and presentation from Lonnie Olson, including discussion between Councilmember Larkin: 03:55:00

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Link to motion: 03:57:27

MOTION:
A motion was made by Councilmember Anderson to approve Ordinance No. 2026-077 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on

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approximately 1.68 acres generally located north of Crosby Way and east of 120 East Street.

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.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-078 amending the City Zoning Map by changing the zone from R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to R-1 (Single Family Residential, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of Province Way. (Case No. 2026-ZC-014 - Horizon Ridge)

BACKGROUND and RECOMMENDATION: The underlying general plan for the northern portion of the parcel is designated LDR (Low Density Residential) and the southern portion is MDR (Medium Density Residential). With the adjacent zoning of PD-R (Planned Development Residential) on the north, PD-R (Planned Development Residential) and R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) on the south, R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to the east, and M&G (Mining and Grazing) to the west. At their meeting held on August 25, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 7-0 vote; there were 2 comments from the public.

Link to introduction from City Manager John Willis and presentation from Lonnie Olson: 03:58:08

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Link to motion: 03:59:38

MOTION:

A motion was made by Councilmember Larsen to approve Ordinance No. 2026-078 amending the City Zoning Map by changing the zone from R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to R-1 (Single Family Residential, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of Province Way.

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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.

TEMPORARY ZONING ORDINANCE:
Consider approval of Ordinance No. 2026-079 for a Temporary Zoning Ordinance adopting a 6 month moratorium on blasting within City limits.

BACKGROUND and RECOMMENDATION: The City has received public feedback regarding blasting within City Limits and a moratorium should be adopted while the Council considers possible changes to the City Code regarding blasting.

Link to introduction from City Manager John Willis and presentation Ryan Dooley, including discussion between Councilmember Larsen, Councilmember Anderson, Councilmember Larkin, and City Manager John Willis: 04:00:26

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Link to motion: 04:03:13

MOTION:
A motion was made by Councilmember Larkin to approve Ordinance No. 2026-079 for a Temporary Zoning Ordinance adopting a 6-month moratorium on blasting within City limits.
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.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:
No appointments were made.

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REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 04:04:20

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: 04:06:10

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

_____

Brenda Hatch, Deputy City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 22, 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
Deputy City Attorney Jami Brackin
Assistant City Attorney Alicia Carlton
Landscape Architect Mark Goble
Police Chief Kyle Whitehead
Deputy Police Chief Thad Feltner
Police Captain Jordan Minnick
Police Captain Johnny Heppler
Police Sergeant Zach Bahlmann
Police Lieutenant Travis Willinger

OTHERS PRESENT:

Stacy Young with Development Solutions Group

CALL TO ORDER:

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

Link to call to order: 00:00:00

DISCUSSION REGARDING THE OLD HOSPITAL SITE:

Link to introduction from City Manager John Willis and presentation from Stacey Young, including discussion between the City Council, City Manager John Willis, Mayor Hughes, Police Chief Kyle Whitehead, Deputy City Attorney Jami Brackin, and Mr. Young: 00:00:14

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DISCUSSION REGARDING LICENSE PLATE READERS:

Link to introduction from City Manager John Willis and presentation from Police Chief Kyle Whitehead, Police Lieutenant Travis Willinger, and Police Sergeant Zach Bahlmann, including discussion between the City Council, Lieutenant Willinger, Sergeant Bahlmann, Assistant City Attorney Alicia Carlton, Deputy City Attorney Jami Brackin, City Manager John Willis, Captain Jordan Minnick, and Chief Whitehead: 00:17:15

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ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 00:58:21

MOTION:

A motion was made by Councilmember Larsen to adjourn.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

UPDATES FROM DEPARTMENT DIRECTORS:

Link to updates from Assistant City Manager Robert Myers, including discussion between the City Council, City Manager John Willis, and Mayor Hughes: 00:58:39

Link to Lucas Pierce with the Youth City Council introducing himself and introducing the Mayor and Council to the Youth City Council induction ceremony: 01:12:20

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: 01:13:48

MOTION:

A motion was made by Councilmember Tanner to discuss litigation and property acquisition.

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 – 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

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 22, 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
Planner Brian Dean
Planner Lonnie Olsen
Planner Dan Boles

OTHERS PRESENT:

Applicant Stacy Young

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Celeste Lasich with the Good Shepherd Presbyterian Church and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

Mayor Hughes showed a video from The Today Show regarding the slides on the City's parking garage.

CONSENT CALENDAR:

a. **Consider approval of a purchase for computer replacements for the Police Department with Gov Connection, Inc.**

   BACKGROUND and RECOMMENDATION: This item is for the purchase of computer replacements for the Police Department. As part of the city's replacement program, city computers are refreshed every 5 years. This purchase is a part of the 5-year replacement cycle for the Police Department. The Police Department was recently awarded the FY26 COPS Technology and Equipment Program award to fund this purchase. A quote was received from Gov Connection, Inc. in the amount of $398,149.31 through Utah State Contract #MA4085. Staff recommends approval. Staff recommends approval.

b. **Consider approval of the purchase of a Vac-Con Combination Hydro-excavation/cleaning truck for the Water Services Department from Cate Equipment Company.**

   BACKGROUND and RECOMMENDATION: The Vac-Con Combination Truck is used

DRAFT

by the Irrigation Division on a daily basis for cleaning and hydro-excavation activities. The combination trucks in the Water Services Department are essential as they allow crews to excavate for a waterline repair prior to the area being marked for blue stakes, which is required for conventional excavation. This saves significant time, minimizes damage to infrastructure, and helps restore service sooner. A quote was received from Cate Equipment Company in the amount of $405,402.12 through State contract. Staff recommends approval.

c. Consider approval of change order for the new Suntran Transit Facility.

BACKGROUND and RECOMMENDATION: This item is for a change order to the contract with Bonneville for the construction of the new Transit Facility. This change order adds the automotive equipment for the six maintenance bays that is attached to the building or requires installation during construction. All of the equipment specifications were sent to the design team during the design phase, and the appropriate power requirements and related considerations are already accounted for. The proposed change order totals $663,239.24. This purchase was accounted for in the construction budget. Staff recommends approval.

d. Consider approval of an agreement to purchase a portion of real property (SG-MVF-11-142-A) from the Annika Rinehart Trust.

BACKGROUND and RECOMMENDATION: The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city negotiated a permanent solution to protect the floodway and sewer easement by agreeing to prepare an easement vacation and partial subdivision plan amendment for the newly configured property lines, allowing the property to retain its existing Open Space zoning and Floodplain designation, so the owners may apply to construct a detached garage on the parcel subject to compliance with all city requirements in exchange for the conveyance of 0.384 acres of the property to the City. The proposed garage is located outside the FEMA regulatory floodway and floodplain as well as outside the existing sewer easement. The cost of the easement vacation and partial subdivision plan amendment is $5,000 and is considered as the City's participation. Staff recommends approval.

e. Consider approval of an agreement with SISU Energy & Environmental, LLC for the installation of a Free Heat System for Millcreek II.

BACKGROUND and RECOMMENDATION: Millcreek II uses heat in its emissions-control process to reduce nitrogen oxide (NOx) emissions and maintain compliance with applicable environmental standards. The existing electric-heater vessel is nearing the end of its service life and is deteriorating. The proposed Free Heat System will use high-temperature turbine exhaust to supply the required process heat, reducing reliance on electric heaters.

DRAFT

f. Consider approval of an Interlocal Fence Agreement with Washington County regarding the Tortoise Fence in Divario.

BACKGROUND and RECOMMENDATION: The County and City need to enter into an interlocal fence agreement to address those lands in Divario that are adjacent to the Red Cliffs Desert Reserve and to be in harmony with the Habitat Conservation Plan. This interlocal fence agreement will address this issue and has already been adopted by the County. Staff recommends approval.

Link to presentation from City Manager John Willis: 00:03:44

Agenda Packet [Page 4]

Link to motion: 00:04:04

MOTION:
A motion was made by Councilmember Anderson to approve the consent calendar.
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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East. (Case No. 2026-PDA-021 - The Plastics Clinic (Riverbend Point))

BACKGROUND and RECOMMENDATION: The proposal is for a new, three-story 45,000 sq. ft. commercial building. The underlying general plan is COM (Commercial). At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0 with the following condition: 1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

Link to introduction from City Manager John Willis and presentation from Planner Brian Dean: 00:04:15

Agenda Packet [Page 116]

Link to motion: 00:09:52

DRAFT

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East, with the condition about the Master Sign Plan.

SECOND:
The 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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18. (Case No. 2026-PDA-019 - Ledges St George)

BACKGROUND and RECOMMENDATION: The proposal is to consider reallocating approved dwelling units in the Ledges PD-R zone. No increase in the total approved residential unit count is proposed. At their meeting held on September 22, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 6-0 vote; there were 20 comments from the public.

Link to introduction from City Manager John Willis and presentation from Planner Lonnie Olsen, including discussion between the City Council, applicant Stacy Young, City Manager John Willis, and Mr. Olsen: 00:11:06

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Link to motion: 00:16:27

MOTION:
A motion was made by Councilmember Anderson to approve Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Larkin – aye
Councilmember Larsen – aye

DRAFT

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

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-082 amending the Rusty Cliffs South Planned Development Traditional Neighborhood Zone on approximately 49.3 acres generally located on the east side of Highway 18 between 4100 North and 4400 North. (Rusty Cliffs South - Case No. 2026-PDA-020)

BACKGROUND and RECOMMENDATION: In January of 2026, the City Council approved a rezone on the property to PD-TNZ (Planned Development Traditional Neighborhood Zone). Since that time, the applicant has reevaluated the project and is proposing to make some changes. The revised plan includes a decrease in density and removes the commercial, live/work and stacked multi-family units. The Planning Commission held a public hearing on September 22, 2026 and received public comment from one adjacent property owner. The Planning Commission recommends approval of the application with a 5-0 vote.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Mayor Hughes, applicant Stacy Young, City Manager John Willis, and Mr. Boles: 00:17:01

Agenda Packet [Page 190]

Link to motion: 00:33:45

MOTION:
A motion was made by Councilmember Larkin to continue the item to the next meeting.

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 – aye
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.

DRAFT

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 00:34:36

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 TO WORK MEETING:

Link to motion: 00:36:52

MOTION:

A motion was made by Councilmember Anderson to adjourn to the work 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

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 22, 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
Deputy City Attorney Jami Brackin
Assistant City Attorney Alicia Carlton
Landscape Architect Mark Goble
Police Chief Kyle Whitehead
Deputy Police Chief Thad Feltner
Police Captain Jordan Minnick
Police Captain Johnny Heppler
Police Sergeant Zach Bahlmann
Police Lieutenant Travis Willinger

OTHERS PRESENT:

Stacy Young with Development Solutions Group

CALL TO ORDER:

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

Link to call to order: 00:00:00

DISCUSSION REGARDING THE OLD HOSPITAL SITE:

Link to introduction from City Manager John Willis and presentation from Stacey Young, including discussion between the City Council, City Manager John Willis, Mayor Hughes, Police Chief Kyle Whitehead, Deputy City Attorney Jami Brackin, and Mr. Young: 00:00:14

Agenda Packet [Page 2]

DISCUSSION REGARDING LICENSE PLATE READERS:

Link to introduction from City Manager John Willis and presentation from Police Chief Kyle Whitehead, Police Lieutenant Travis Willinger, and Police Sergeant Zach Bahlmann, including discussion between the City Council, Lieutenant Willinger, Sergeant Bahlmann, Assistant City Attorney Alicia Carlton, Deputy City Attorney Jami Brackin, City Manager John Willis, Captain Jordan Minnick, and Chief Whitehead: 00:17:15

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ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 00:58:21

MOTION:

A motion was made by Councilmember Larsen to adjourn.

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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

UPDATES FROM DEPARTMENT DIRECTORS:

Link to updates from Assistant City Manager Robert Myers, including discussion between the City Council, City Manager John Willis, and Mayor Hughes: 00:58:39

Link to Lucas Pierce with the Youth City Council introducing himself and introducing the Mayor and Council to the Youth City Council induction ceremony: 01:12:20

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: 01:13:48

MOTION:

A motion was made by Councilmember Tanner to discuss litigation and property acquisition.

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 – 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

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 22, 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
Planner Brian Dean
Planner Lonnie Olsen
Planner Dan Boles

OTHERS PRESENT:

Applicant Stacy Young

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Celeste Lasich with the Good Shepherd Presbyterian Church and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

Mayor Hughes showed a video from The Today Show regarding the slides on the City's parking garage.

CONSENT CALENDAR:

a. **Consider approval of a purchase for computer replacements for the Police Department with Gov Connection, Inc.**

   BACKGROUND and RECOMMENDATION: This item is for the purchase of computer replacements for the Police Department. As part of the city's replacement program, city computers are refreshed every 5 years. This purchase is a part of the 5-year replacement cycle for the Police Department. The Police Department was recently awarded the FY26 COPS Technology and Equipment Program award to fund this purchase. A quote was received from Gov Connection, Inc. in the amount of $398,149.31 through Utah State Contract #MA4085. Staff recommends approval. Staff recommends approval.

b. **Consider approval of the purchase of a Vac-Con Combination Hydro-excavation/cleaning truck for the Water Services Department from Cate Equipment Company.**

   BACKGROUND and RECOMMENDATION: The Vac-Con Combination Truck is used

DRAFT

by the Irrigation Division on a daily basis for cleaning and hydro-excavation activities. The combination trucks in the Water Services Department are essential as they allow crews to excavate for a waterline repair prior to the area being marked for blue stakes, which is required for conventional excavation. This saves significant time, minimizes damage to infrastructure, and helps restore service sooner. A quote was received from Cate Equipment Company in the amount of $405,402.12 through State contract. Staff recommends approval.

c. Consider approval of change order for the new Suntran Transit Facility.

BACKGROUND and RECOMMENDATION: This item is for a change order to the contract with Bonneville for the construction of the new Transit Facility. This change order adds the automotive equipment for the six maintenance bays that is attached to the building or requires installation during construction. All of the equipment specifications were sent to the design team during the design phase, and the appropriate power requirements and related considerations are already accounted for. The proposed change order totals $663,239.24. This purchase was accounted for in the construction budget. Staff recommends approval.

d. Consider approval of an agreement to purchase a portion of real property (SG-MVF-11-142-A) from the Annika Rinehart Trust.

BACKGROUND and RECOMMENDATION: The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city negotiated a permanent solution to protect the floodway and sewer easement by agreeing to prepare an easement vacation and partial subdivision plan amendment for the newly configured property lines, allowing the property to retain its existing Open Space zoning and Floodplain designation, so the owners may apply to construct a detached garage on the parcel subject to compliance with all city requirements in exchange for the conveyance of 0.384 acres of the property to the City. The proposed garage is located outside the FEMA regulatory floodway and floodplain as well as outside the existing sewer easement. The cost of the easement vacation and partial subdivision plan amendment is $5,000 and is considered as the City's participation. Staff recommends approval.

e. Consider approval of an agreement with SISU Energy & Environmental, LLC for the installation of a Free Heat System for Millcreek II.

BACKGROUND and RECOMMENDATION: Millcreek II uses heat in its emissions-control process to reduce nitrogen oxide (NOx) emissions and maintain compliance with applicable environmental standards. The existing electric-heater vessel is nearing the end of its service life and is deteriorating. The proposed Free Heat System will use high-temperature turbine exhaust to supply the required process heat, reducing reliance on electric heaters.

DRAFT

f. Consider approval of an Interlocal Fence Agreement with Washington County regarding the Tortoise Fence in Divario.

BACKGROUND and RECOMMENDATION: The County and City need to enter into an interlocal fence agreement to address those lands in Divario that are adjacent to the Red Cliffs Desert Reserve and to be in harmony with the Habitat Conservation Plan. This interlocal fence agreement will address this issue and has already been adopted by the County. Staff recommends approval.

Link to presentation from City Manager John Willis: 00:03:44

Agenda Packet [Page 4]

Link to motion: 00:04:04

MOTION:
A motion was made by Councilmember Anderson to approve the consent calendar.
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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East. (Case No. 2026-PDA-021 - The Plastics Clinic (Riverbend Point))

BACKGROUND and RECOMMENDATION: The proposal is for a new, three-story 45,000 sq. ft. commercial building. The underlying general plan is COM (Commercial). At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0 with the following condition: 1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

Link to introduction from City Manager John Willis and presentation from Planner Brian Dean: 00:04:15

Agenda Packet [Page 116]

Link to motion: 00:09:52

DRAFT

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East, with the condition about the Master Sign Plan.

SECOND:
The 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 – aye
Councilmember Kemp – aye
Councilmember Anderson – aye

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18. (Case No. 2026-PDA-019 - Ledges St George)

BACKGROUND and RECOMMENDATION: The proposal is to consider reallocating approved dwelling units in the Ledges PD-R zone. No increase in the total approved residential unit count is proposed. At their meeting held on September 22, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 6-0 vote; there were 20 comments from the public.

Link to introduction from City Manager John Willis and presentation from Planner Lonnie Olsen, including discussion between the City Council, applicant Stacy Young, City Manager John Willis, and Mr. Olsen: 00:11:06

Agenda Packet [Page 150]

Link to motion: 00:16:27

MOTION:
A motion was made by Councilmember Anderson to approve Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Larkin – aye
Councilmember Larsen – aye

DRAFT

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

The vote was unanimous and the motion carried.

PD AMENDMENT/ORDINANCE:

Consider approval of Ordinance No. 2026-082 amending the Rusty Cliffs South Planned Development Traditional Neighborhood Zone on approximately 49.3 acres generally located on the east side of Highway 18 between 4100 North and 4400 North. (Rusty Cliffs South - Case No. 2026-PDA-020)

BACKGROUND and RECOMMENDATION: In January of 2026, the City Council approved a rezone on the property to PD-TNZ (Planned Development Traditional Neighborhood Zone). Since that time, the applicant has reevaluated the project and is proposing to make some changes. The revised plan includes a decrease in density and removes the commercial, live/work and stacked multi-family units. The Planning Commission held a public hearing on September 22, 2026 and received public comment from one adjacent property owner. The Planning Commission recommends approval of the application with a 5-0 vote.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Mayor Hughes, applicant Stacy Young, City Manager John Willis, and Mr. Boles: 00:17:01

Agenda Packet [Page 190]

Link to motion: 00:33:45

MOTION:
A motion was made by Councilmember Larkin to continue the item to the next meeting.

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 – aye
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.

DRAFT

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 00:34:36

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 TO WORK MEETING:

Link to motion: 00:36:52

MOTION:

A motion was made by Councilmember Anderson to adjourn to the work 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

DRAFT

Agenda Date: 11/05/2026 **Agenda Item Number:** 04

Subject:

Public hearing and consideration of Resolution No. 2026-023R to review and approve amendments to the Fiscal Year 2026-27 Budget.

Item at-a-glance:

Staff Contact: Jared Edwards

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

This item is a request to amend the FY 2027 Budget for the completion of four Park Planning projects to include Las Colinas Park, Middleton Wash Trail, Southern Hills Park, and Vernon Worthen Park Restrooms; as well as for the purchase of law enforcement equipment and supplies, to accept funding from the Washington County Conservancy District for the turf removal rebate program, and lastly to accept the Shop with a Cop Donations. Details are provided in this resolutions exhibit A. Staff recommends taking public comment and approval of the resolution.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $975,305

Amount approved in current FY budget for item: $0

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

N/A

Description of funding source:

N/A

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

Attachments

RESOLUTION NO. _____

AMENDING THE 2026-2027 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 5th day of November, 2026, upon motion duly made and seconded, it is

RESOLVED that the 2026-2027 fiscal budget for the City of St. George thereto is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 5th DAY OF NOVEMBER, 2026.

ST. GEORGE CITY:

_____
Jimmie B Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____
Councilmember Anderson _____

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2026-27
November 5, 2026

EXHIBIT A

St.George
THE BRIGHTER SIDE

OTHER FUND ADJUSTMENTS

				Debit	Credit
1	44-38800	Park Impact Fund - Appropriated Fund Balance			36,000
	44-4400-9100	Park Impact Fund - Transfers to other funds		36,000	
	85-38200	General Recreation Bond Fund - Transfers from other funds			36,000
	85-8520-7628	General Recreation Bond Fund - Las Colinas Park & Trail		36,000	

The Parks Planning Division requests to amend the budget for the completion of Las Colinas Park (River Bend Park). This is a 2023 G.O. Recreation Bond project. Construction began in FY 2025 and continued into FY 2027. The project received a $200,000 Utah Outdoor Recreation Grant (UORG) in 2024. To reduce construction costs, City Parks crews internally installed the rubber tile playground surfacing and completed much of the dog park improvements, which delayed the project completion into August 2026. Funding was approved in FY 2026 and is requesting to be rolled forward to cover the completion of the project. Funding is available through the Park Impact Fund. Staff requests to amend the FY 2027 Budget in the amount of $36,000.

2	44-38800	Park Impact Fund - Appropriated Fund Balance			211,000
	44-4400-9100	Park Impact Fund - Transfers to other funds		211,000	
	85-38200	General Recreation Bond Fund - Transfers from other funds			211,000
	85-8520-7233	General Recreation Bond Fund - Middleton Wash Trail		211,000	

The Parks Planning Division requests to amend the budget for the Middleton Wash Trail expansion project. This is a 2023 G.O. Recreation Bond project. It extends the existing trail network through two additional segments. The first extends from Arroyo Circle north to Red Cliffs Drive. The second extends from Red Hills Parkway north along the former Middleton Drive alignment, west to Cottonwood Springs Road, and north to the Red Rock Road intersection. The project was originally planned in two phases due to anticipated costs; However, favorable construction bids allowed both phases to be completed together. Construction was completed in September 2026, with a grand opening scheduled on November 17th, 2026. Funding was approved in FY 2026 and is requesting to be rolled forward to cover the completion of the project. Funding is available through the Park Impact Fund. Staff requests to amend the FY 2027 Budget in the amount of $211,000.

3	44-38800	Park Impact Fund - Appropriated Fund Balance			29,000
	44-4400-9100	Park Impact Fund - Transfers to other funds		29,000	
	85-38200	General Recreation Bond Fund - Transfers from other funds			29,000
	85-8520-7784	General Recreation Bond Fund - Southern Hills Park		29,000	

The Parks Planning Division requests to amend the budget for the completion of Southern Hills Park. This is a 2023 G.O. Recreation Bond project. Construction began in October 2025 and was expected to conclude by the end of Fiscal Year 2026; A grand opening is scheduled for November 18th, 2026. To reduce project costs, City Parks crews have performed the playground installation in-house and were temporarily delayed to accommodate other major City events. Funding was approved in FY 2026 and is requesting to be rolled forward to cover the completion of the project. Funding is available through the Park Impact Fund. Staff requests to amend the FY 2027 Budget in the amount of $29,000.

4	44-38800	Park Impact Fund - Appropriated Fund Balance			617,000
	44-4400-9100	Park Impact Fund - Transfers to other funds		617,000	
	85-38200	General Recreation Bond Fund - Transfers from other funds			617,000
	85-8520-7399	General Recreation Bond Fund - Worthen Park Improvements		617,000	

The Parks Planning Division requests to amend the budget for the Vernon Worthen Park restroom improvement project. This is a 2023 G.O. Recreation Bond project. Construction began in March 2026, and the project reached substantial completion in mid-September 2026. The project is substantially complete, with only minor punch list items remaining. Funding was approved in FY 2026 and is requesting to be rolled forward to cover the completion of the project. Funding is available through the Park Impact Fund. Staff requests to amend the FY 2027 Budget in the amount of $617,000.

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2026-27
November 5, 2026

EXHIBIT A

St.George
THE BRIGHTER SIDE

GENERAL FUND ADJUSTMENTS

			Debit	Credit
5	10-38100	Contributions From Others		48,202
	10-4510-7300	Parks Division - Improvements	48,202	

The Parks Division requests to amend the budget for landscaping improvements adjacent to Wendy's on St. George Boulevard and 1000 East. The project involves removing approximately 23,601 square feet of nonfunctional turf and replacing it with water-efficient landscaping as part of the City's ongoing efforts to support water conservation. The project qualifies for an estimated reimbursement of $48,202, which will be awarded upon completion. Staff requests to amend the FY 2027 Budget in the amount of $48,202.

6	10-33100	Federal Grants		30,103
	10-4211-2700	Police - Special Departemental Supplies	30,103	

Staff requests to amend the budget for the purchase of law enforcement equipment and supplies through the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG). The proposed purchases include drone attachments to improve communication and low-light operations, replacement SWAT helmets and communication equipment, hostage rescue training targets, WRAP restraint systems, and 40mm less-lethal launchers. These items will enhance officer safety, improve operational readiness, and provide additional tools to de-escalate potentially dangerous situations. The Police Department has received notification of a $30,103 grant award, with funding anticipated to become available in early 2027. Staff requests to amend the FY 2027 Budget in the amount of $30,103.

7	10-38394	Shop With A Cop Donation		4,000
	10-4211-4204	Shop With A Cop Donation Expenses	4,000	

Staff requests to amend the budget for the Shop with a Cop Christmas event through Walmart's Spark Good Local Grant Program. The annual event provides an opportunity for local law enforcement officers to support children and families in the community during the holiday season. The Police Department has received notification of a $4,000 grant award. Staff requests to amend the FY 2027 Budget in the amount of $4,000.

Agenda Date: 11/05/2026 **Agenda Item Number:** 05

Subject:

Public hearing and consideration of Ordinance No. 2026-083 vacating a right-of-way easement for electrical utility lines affecting Lot 1 and Parcel A of Rilassante at Divario.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson, Rosenberg Associates

Reference Number: PLANLRE26-022

Address/Location:

West of Gap Canyon Parkway near Bear Trail

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

A separate document granted a right-of-way easement for an electrical utility line, which is also depicted on the Rilassante at Divario subdivision plat. The electrical lines have since been relocated, and the easement is no longer necessary. The Joint Utilities Commission recommended approval.

Staff Narrative (need/purpose):

The subdivision plats for Desert Zen Phase 3 and Desert Zen Phase 4 have been submitted through City Inspect and are currently under review as PLANFP26-034 and PLANFP26-035, respectively. Vacating this easement will eliminate a potential constraint without affecting the proposed roadway or lot layouts for either development.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

Attachments

When Recorded Return To:
City of St. George
City Recorder's Office
61 S Main St
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-RAD-1-A, SG-RAD-1-B, and SG-RAD-A

AN ORDINANCE VACATING A RIGHT-OF-WAY EASEMENT FOR ELECTRICAL LINES LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Lot 1 and Parcel A, Rilassante at Divario, and a Right-of-Way Easement for Electrical Utility Lines)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a right-of-way easement for electrical utility lines affecting Lot 1 and Parcel A, Rilassante at Divario, according to the official plat recorded in the Office of the Washington County Recorder as Document No. 20250021729, and an easement recorded in said office as Document No. 00331653, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, two subdivisions identified as Desert Zen at Divario Phase 3 and Desert Zen at Divario Phase 4, are proposed to be further subdivided into residential lots and common area where this easement exists; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; 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 Easement**: The right-of-way easement for electrical utility lines described in Exhibit A and depicted in Exhibit B is hereby vacated.
2. **Effective Date**: This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, 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 _____

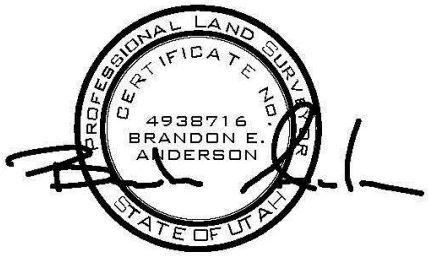
ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

EXHIBIT A

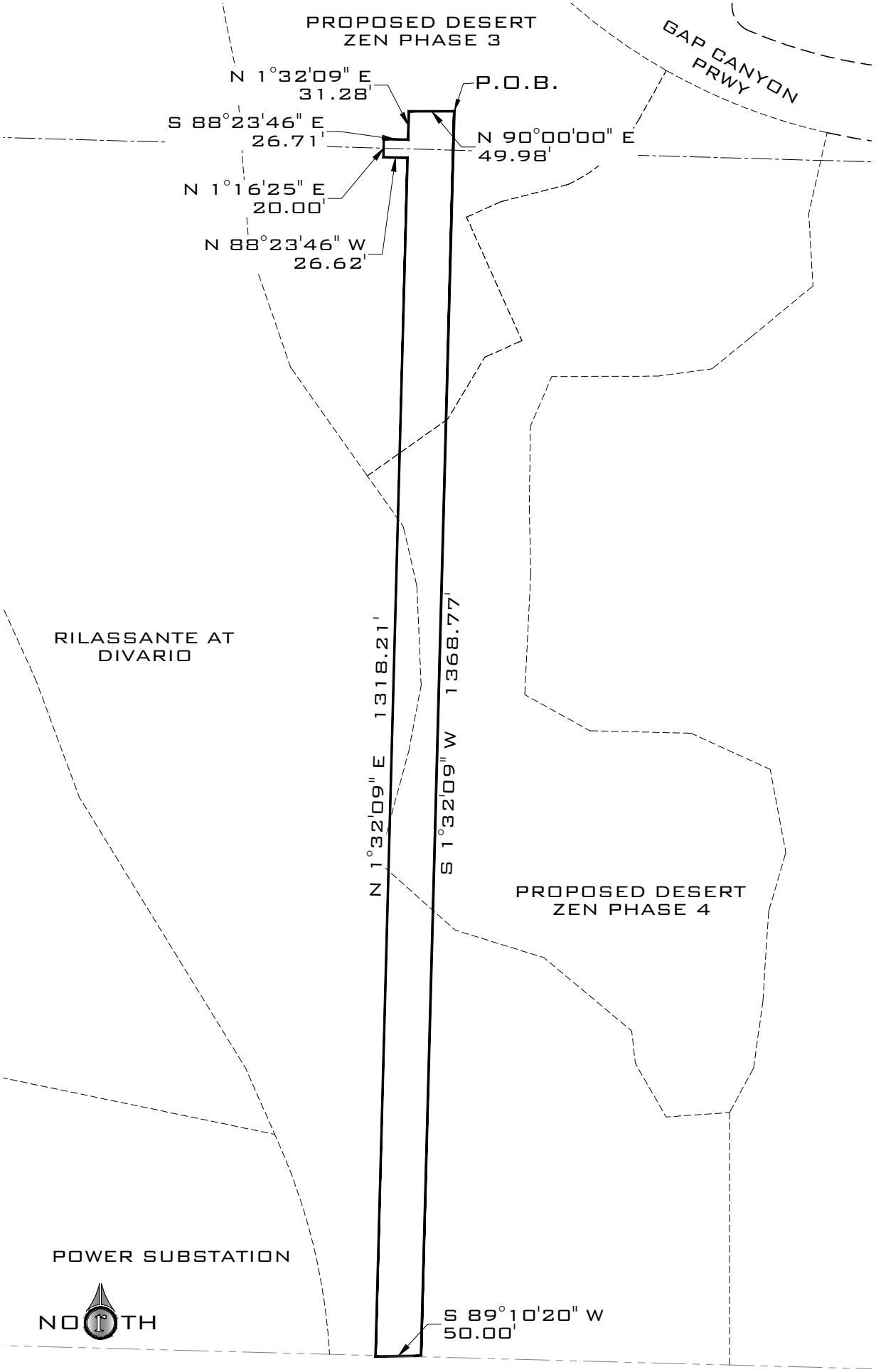
Power Easement Vacation Description

Beginning at a point being North 88°23'46" West 1,083.03 feet along the center section line and North 42.69 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 01°32'09" West 1,368.77 feet;
thence South 89°10'20" West 50.00 feet;
thence North 01°32'09" East 1,318.21 feet;
thence North 88°23'46" West 26.62 feet;
thence North 01°16'25" East 20.00 feet;
thence South 88°23'46" East 26.71 feet;
thence North 01°32'09" East 31.28 feet;
thence East 49.98 feet to the Point of Beginning.



October 12, 2026



DATE: 10/12/26
JOB NO.: 1286-20-038
DRAWN BY: C.G.A.
SCALE: NONE
DWG: SURVEY-EXHIBIT

REVISIONS DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
435.673.8586
www.racivil.com

EXHIBIT B

SHEET 1 OF 1 SHEETS

Agenda Date: 11/05/2026 **Agenda Item Number:** 06

Subject:

Public hearing and consideration of Ordinance No. 2026-084 vacating a municipal utility easement affecting Lot 2 of the Leslie Dunbar Trust subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ken Hawkes, Great Basin Engineering

Reference Number: PLANLRE26-019

Address/Location:

George Washington Academy

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

The Leslie Dunbar Trust subdivision plat identifies municipal utility easements along all lot lines. The easement proposed for vacation is located along the west lot line of Lot 2. The Joint Utilities Commission recommended approval.

Staff Narrative (need/purpose):

A subdivision amendment for George Washington Academy has been submitted through City Inspect and is currently under review as PLANFPA26-026. The proposed amendment includes Lot 2 of the Leslie Dunbar Trust subdivision and three parcels owned by George Washington Academy, which will be consolidated into a single lot.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

Attachments

When Recorded Return To:
City of St. George
City Recorder's Office
61 S Main St
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-LDT-2

AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Lot 2, Leslie Dunbar Trust)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a municipal utility easement affecting Lot 2, Leslie Dunbar Trust, according to the official plat recorded in the Office of the Washington County Recorder as Document No. 20230027191, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, a subdivision amendment, identified as George Washington Academy, is proposed to amend Lot 2 of the Leslie Dunbar Trust subdivision by consolidating three parcels owned by George Washington Academy into a single lot; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; 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 Easement**: The municipal easement described in Exhibit A and depicted in Exhibit B is hereby vacated.
2. **Effective Date**: This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, 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 _____

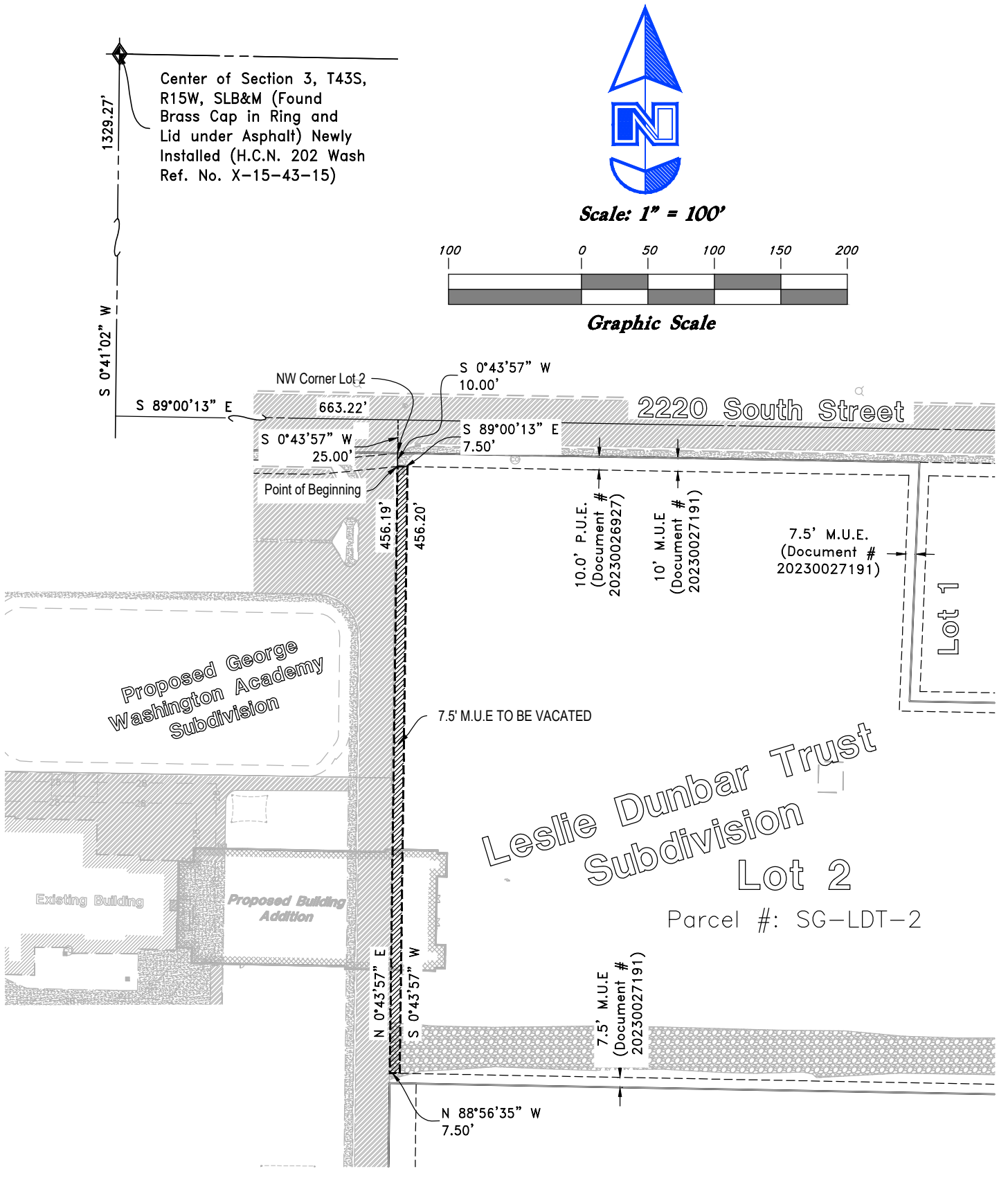
Exhibit A

Municipal Utility Easement Vacation Description

Vacating the existing 7.50 foot MUE along the West line of Lot 2, Leslie Dunbar Trust Subdivision (Document No. 20230027191) excepting therefrom the South 7.50 feet and North 10.00 feet thereof, located within the Southeast Quarter of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, in St. George City, Washington County, Utah:

Commencing at the Center Quarter Corner of said Section 3; thence 1329.27 feet South 0°41'02" West along the West line of said Section 3 to the centerline of 2220 South Street as it exists at 25.00 foot half-width; thence 663.22 feet South 89°00'13" East along said centerline of 2200 South Street; thence 25.00 feet South 0°43'57" West to the Northwest Corner of said Lot 2; thence South 0°43'57" West along the West line of said Lot 2 10.00 feet to the South line of an existing 10.00-foot-wide municipal utility easement (Document No. 20230027191), being the POINT OF BEGINNING; and running thence South 89°00'13" East 7.50 feet along said South line of an existing 10.00-foot-wide municipal utility easement; thence South 0°43'57" West 456.20 feet to the North line of an existing 7.50-foot-wide municipal utility easement (Document No. 20230027191); thence North 88°56'35" West along said North line 7.50 feet to the West line of said Lot 2; thence North 0°43'57" East along said West line 456.19 feet to the POINT OF BEGINNING.

Containing 3,421 square feet more or less.



GREAT BASIN ENGINEERING

Vacate 7.5' M.U.E. Exhibit

George Washington Academy

2277 South 3000 East
St. George, UT 84790

October 2026

Exhibit B

25-811 EXHIBIT VACATE MUE.DWG

Agenda Date: 11/05/2026 **Agenda Item Number:** 07

Subject:

Public hearing and consideration of Ordinance No. 2026-085 vacating a public utilities and drainage easement affecting private roadway (common area) and utility easements on Lots 83 and 84 of The Palms of St. George.

Item at-a-glance:

Staff Contact: Todd Jaocbsen

Applicant Name: Steve Kamlowsky, Brown Consulting Engineers

Reference Number: PLANLRE26-020

Address/Location:

150 N 3050 South, Unit 83 and Unit 84

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

The subdivision plat for The Palms at St. George designates the private roadways as common areas and identifies them as public utility and drainage easements. The dwellings on Lots 83 and 84 encroach into the designated private street area, and a plat amendment is being requested to adjust the lot lines to better reflect the existing conditions. The Joint Utilities Commission recommended approval.

Staff Narrative (need/purpose):

A subdivision amendment for The Palms of St. George Partial Amendment A has been submitted into City Inspect and is currently in the review process as reference number PLANFPA26-029.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

Attachments

When Recorded Return To:
City of St. George
City Recorder's Office
61 S Main St
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-PM-COMMON, SG-PM-83, SG-PM-84

AN ORDINANCE VACATING A PUBLIC UTILITIES AND DRAINAGE EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Private Roadway (Common Area) and easements on Lots 83 and 84, The Palms of St. George)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a public utilities and drainage easement affecting private roadway (common area) and utility easements on Lots 83 and 84, The Palms of St. George, according to the official plat recorded in the Office of the Washington County Recorder as Document No. 00247565, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, a subdivision amendment, identified as The Palms of St. George Partial Amendment A, is proposed to extend Lots 83 and 84 into the private roadway (common area); and

WHEREAS, the homeowners association has obtained approval from at least 67% of the property owners to remove the subject property from the homeowners association and the subdivision plat; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; 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 Easement**: The public utilities and drainage easement described in Exhibit A and depicted in Exhibit B is hereby vacated.
2. **Effective Date**: This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, 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 _____

BROWN CONSULTING ENGINEERS
Civil Engineering • Land Surveying • Land Planning
736 South 900 East, Suite B105, St. George, UT 84790
Office 435-628-4700, www.browncivil.com

EXHIBIT A

LEGAL DESCRIPTION OF A PORTION OF "THE PALMS OF ST. GEORGE" COMMON ROAD AREA TO BE VACATED

BEGINNING AT A POINT BEING S88°11'35"E 1,080.40 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING:

THENCE S88°11'35"E, 62.61 FEET; THENCE S01°48'25"W, 60.81 FEET; THENCE S68°55'02"W, 53.01 FEET; THENCE N56°02'33"W, 32.83 FEET; TO A POINT ON A 60.51 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N54°27'52"W); THENCE 2.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°03'12"; THENCE N29°51'35"E, 2.84 FEET; THENCE N29°51'35"E, 12.65 FEET; TO A POINT ON A 67.26 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N63°04'39"W); THENCE 18.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°19'53"; TO A POINT ON A 82.06 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N76°35'58"W); THENCE 9.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°54'31"; TO A POINT ON A 82.08 FOOT RADIUS COMPOUND TANGENT CURVE TO THE LEFT ; THENCE 7.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°57'51"; TO A POINT ON A 96.44 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N89°45'04"W); THENCE 14.55 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°38'40" TO THE POINT OF BEGINNING.

CONTAINING 4,760 SQ. FT. OR 0.109 ACRES

LEGAL DESCRIPTION OF PUBLIC UTILITIES AND DRAINAGE EASEMENT EXPANSION OF LOT 83 & 84

BEGINNING AT A POINT BEING S88°11'35"E 1,143.01 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING:

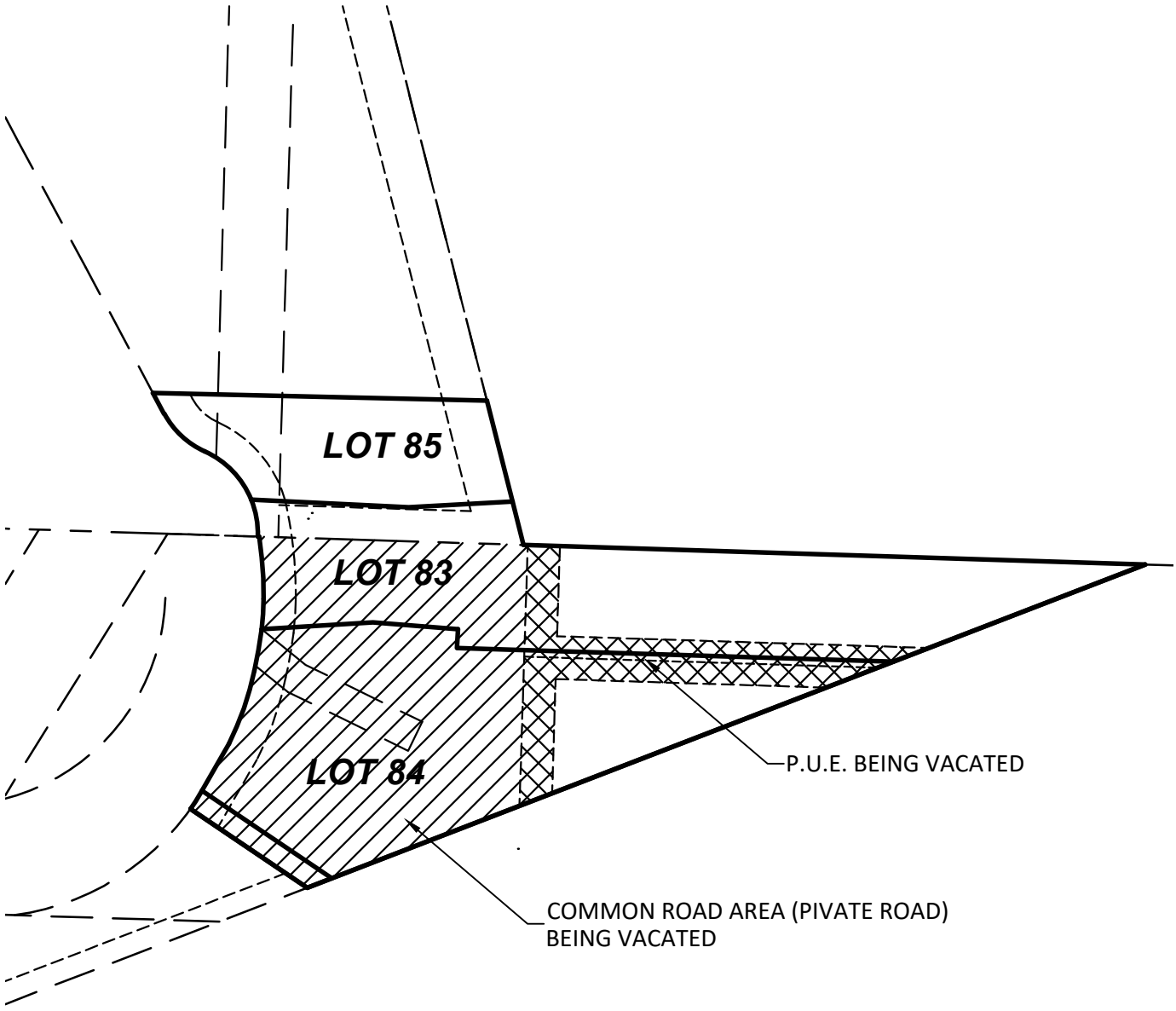
THENCE S88°11'35"E, 7.50 FEET; THENCE S01°48'25"W, 21.00 FEET; THENCE S88°11'35"E, 86.79 FEET; THENCE S68°55'02"W, 25.71 FEET; THENCE N88°11'35"W, 63.11 FEET; THENCE S01°48'25"W, 26.64 FEET; THENCE S68°55'02"W, 8.14 FEET; THENCE N01°48'25"E, 60.81 FEET; TO THE POINT OF BEGINNING

CONTAINING 1,194 SQ. FT. OR 0.027 ACRES.

BROWN CONSULTING ENGINEERS, P.C. 736 S. 900 E., Ste B105, ST. GEORGE, UT 84790, (435) 628-4700

BCE

EXHIBIT B



THE PALMS OF ST. GEORGE

Agenda Date: 11/05/2026 **Agenda Item Number:** 08

Subject:

Public hearing and consideration of Ordinance No. 2026-086 vacating a public utility easement located on Lot 31 of Anasazi Hills at Entrada Phase 1.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson, Rosenberg Associates

Reference Number: PLANLRE26-021

Address/Location:

2417 West Cohinnia Trail

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

The Anasazi Hills at Entrada Phase 1 subdivision plat identifies Lot 31 with public utility easements along all lot lines. During the design and development of Phase 2, the boundary between the two phases was established in a manner that did not align with the Phase 1 boundary along Lot 31, leaving a small sliver of land. The owner of Lot 31 subsequently purchased this sliver and now wishes to incorporate it into Lot 31 to accommodate additional improvements. The proposed boundary adjustment will also eliminate the remnant parcel and provide a cleaner, more consistent boundary between Phases 1 and 2. The Joint Utilities Commission recommended approval.

Staff Narrative (need/purpose):

A subdivision amendment for Anasazi Ridge at Entrada Partial Amendment A (Lot 31) has been submitted into City Inspect and is currently in the review process as reference number PLANFPA26-030.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

Attachments

When Recorded Return To:
City of St. George
City Recorder's Office
61 S Main St
St. George, UT 84770

ORDINANCE NO. _____

Tax ID: SG-AZHE-1-31-A

AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Lot 31, Anasazi Hills at Entrada Phase 1)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a public utility easement located on Lot 31, Anasazi Hills at Entrada Phase 1, according to the official plat thereof recorded in the Office of the Washington County Recorder as Document No. 00588554, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, a subdivision amendment, identified as Anasazi Hills at Entrada Phase 1 Partial Amendment A, is proposed to adjust the southwesterly boundary of Lot 31 and its associated easement to incorporate a small sliver of land along the southwesterly boundary of said lot; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; 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 Easement**: The public utility easement described in Exhibit A and depicted in Exhibit B is hereby vacated.
2. **Effective Date**: This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of St. George, Utah, 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

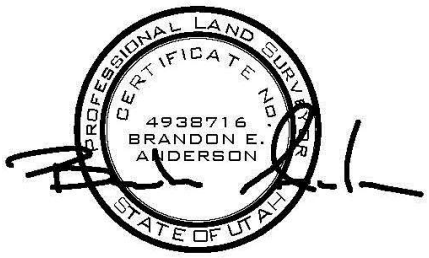
VOTING OF CITY COUNCIL:
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____
Councilmember Anderson _____

EXIBIT A

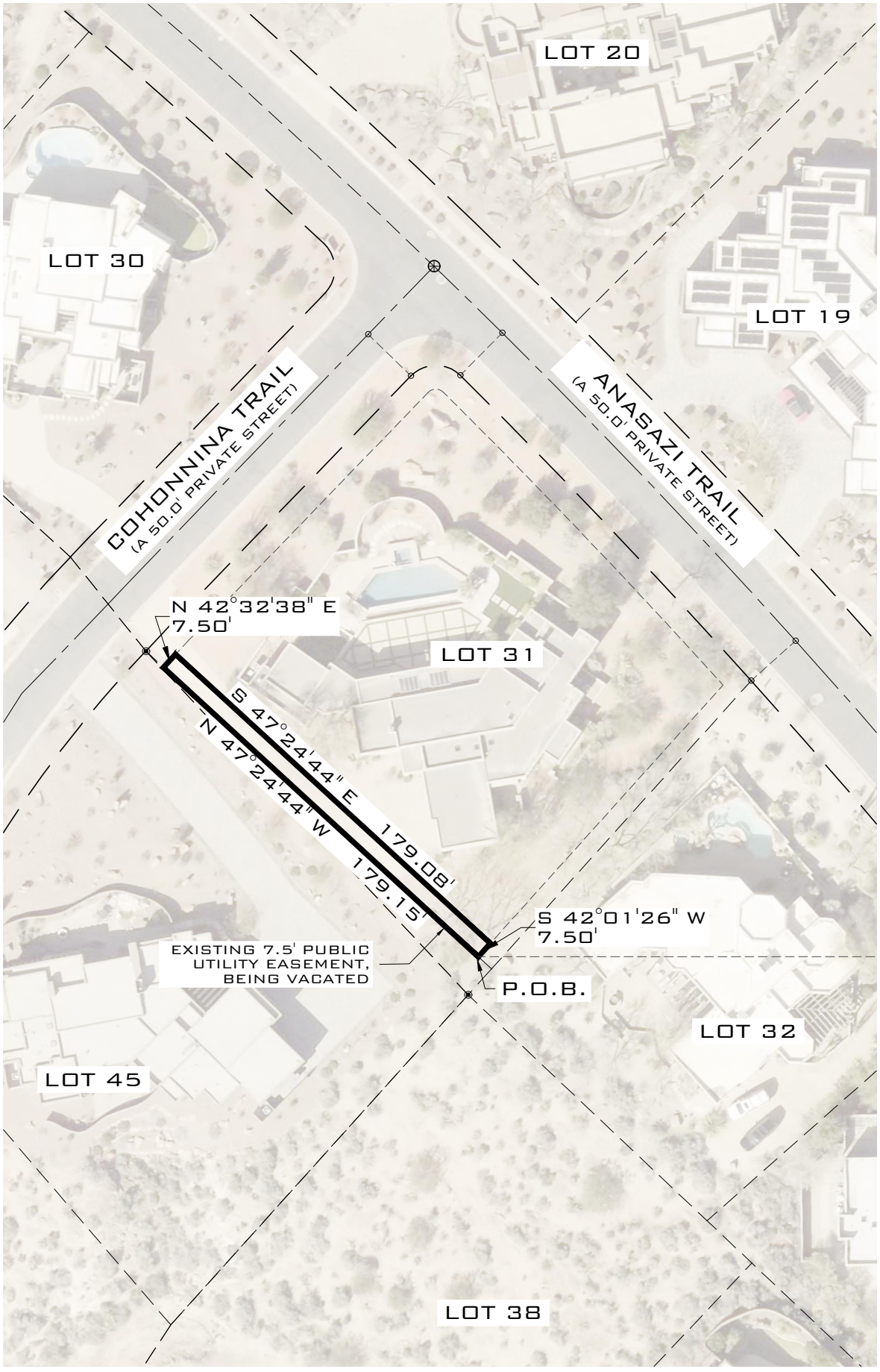
7.5’ Public Utility Easement Vacation

Beginning at a point on the Westerly line of Lot 31 Anasazi Hills at Entrada Phase 1, as found on file with the Washington County Recorder’s Office, Entry No. 588554, said point being South 00°27'28" East 1,356.70 feet along the section line and West 497.11 feet from the North Quarter Corner of Section 10, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 47°24'44" West 179.15 feet along said Westerly line Lot 31;
thence North 42°32'38" East 7.50 feet;
thence South 47°24'44" East 179.08 feet;
thence South 42°01'26" West 7.50 feet to the Point of Beginning.



August 25, 2026



DATE: 8/25/2026
JOB NO.: 15544-26
DRAWN BY: C.G.A.
SCALE: 1"=60'
DWG: SURVEY-EXHIBIT

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
435.673.8586
www.racivil.com

EXHIBIT B

SHEET 1 OF 1 SHEETS

Agenda Date: 11/05/2026 **Agenda Item Number:** 09

Subject:

Consider approval of a Hillside Development Permit for Desert Haven on approximately 55 acres generally located south of the Fort Pierce Wash, along the Utah-Arizona border. (Case No. 2026-HS-007 - Desert Haven)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: DSG Engineering, Inc, Ken Miller

Reference Number: 2026-HS-007

Address/Location:

Generally located south of the Fort Pierce Wash, along the Utah-Arizona border.

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

The proposal is a hillside development permit to allow disturbances of areas in the 20-30% and 30-40% slope areas. At their meeting held on October 13, 2026, the Planning Commission recommended approval with no conditions, with a vote of 6-0.

Staff Narrative (need/purpose):

A portion of the property is within the Hillside Overlay, requiring Hillside Review Board review for a hillside permit. The applicant has submitted the required information for the Board, Planning Commission, and City Council to assess the proposed development. The Hillside Review Board conducted an on-site meeting, discussed the proposal, and unanimously recommended approval with a 4-0 vote. The Planning Commission unanimously recommended approval to the City Council with a 6-0 vote and no conditions.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Hillside Review Board recommended approval with a 4-0 vote and the Planning Commission recommended approval of the hillside permit with a 6-0 vote and no conditions.

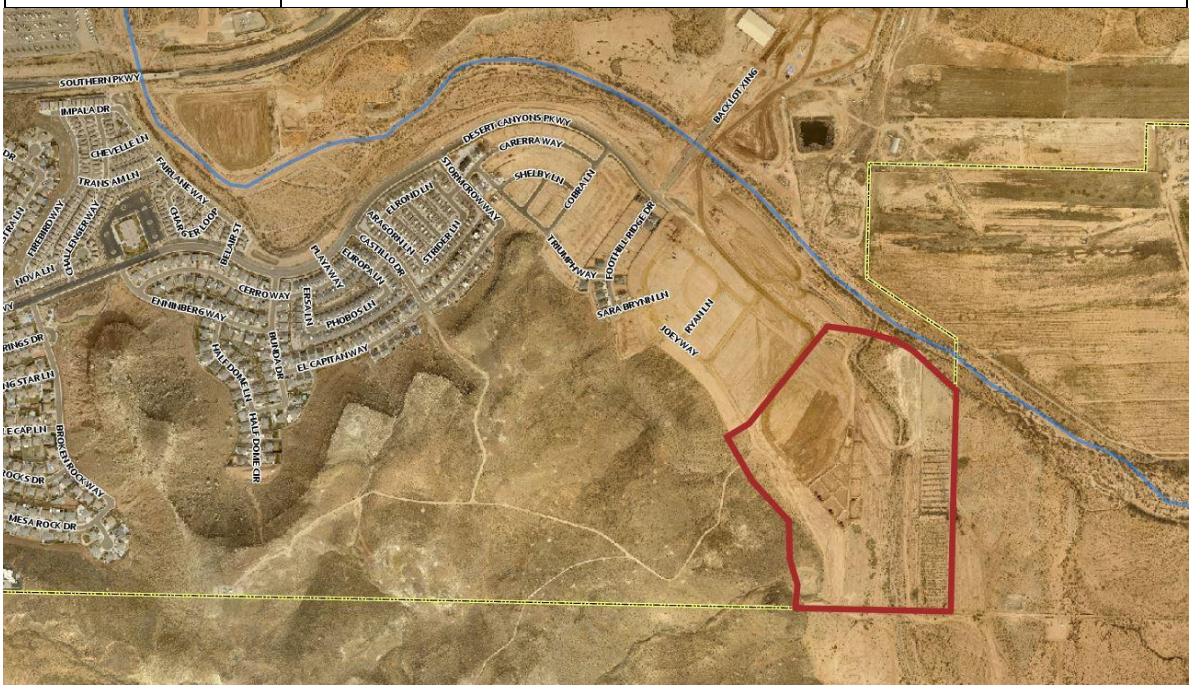
Attachments

St.George
Community Development

Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: **08/26/2026**
PLANNING COMMISSION AGENDA REPORT: **09/22/2026**
CITY COUNCIL AGENDA REPORT: **11/05/2026**

Desert Haven Hillside Development Permit (Case No. 2026-HS-003)		
Request:	A Hillside Development Permit to allow disturbance of areas in the 20-30%, 30-40%, and 40% and above slope areas. This application is required in order to develop single-family homes.	
Applicant:	DSG Engineering, Inc, Ken Miller	
Location:	Generally located south of the Fort Pierce Wash, along the Utah-Arizona border.	
General Plan:	Medium Density Residential (MDR)	
Existing Zoning:	R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage)	
Surrounding Zoning:	North	A-20 (Agriculture 20-acre minimum lot size)
	South	Arizona
	East	Washington County
	West	PD-R (Planned Development Residential) and A-20 (Agriculture 20-acre minimum lot size)
Land Area:	Approximately 55 acres	



BACKGROUND

This is a request to obtain a hillside permit for the property generally located south of the Fort Pierce Wash, along the Utah-Arizona border. (See Exhibit A, Vicinity Map). This property was included in a 212.679-acre annexation approved by the City on November 7, 2019. On May 7, 2020, the property received an MDR (Medium Density Residential) General Plan land use designation. The City Council recently approved a zone change to an R-1 (Single-Family Residential with no minimum lot size requirement and 40-foot minimum lot width/frontage) zoning district on July 2, 2026. The R-1 zoning district is a recently adopted residential zone that was approved by the City Council on March 25, 2026. The R-1 zone provides flexibility in lot sizes by eliminating lot area requirements. However, the density must still meet the General Plan designation of MDR (Medium Density Residential) and no more than 9 units per acre.

According to the applicant and documents provided, the Desert Haven Subdivision is relatively flat. A small portion of the west side of the project is proposed at the toe of the existing hillside. The applicant is proposing grading that includes cutting into portions of the hillside with existing slopes in the 20% to 30% range. The applicant has provided grading and drainage plans which detail the cut slopes. Located outside of the proposed lot boundaries, cut slopes will include a drainage collection and conveyance swale at the toe of the slope. These drainage swales and cut slopes will be owned and maintained by the HOA.

The applicant has provided a Slope Summary showing the approximate proposed disturbed area for your analysis. This summary shows the following buildable areas:

DESERT HAVEN SLOPE ANALYSIS
Proposed Disturbed Area Only

NUMBER	MINIMUM SLOPE, %	MAXIMUM SLOPE, %	DISTURBED AREA, SF	DISTURBED AREA, AC	PERCENT OF OVERALL HILLSIDE AREA, %	MAXIMUM ALLOWABLE SLOPE DISTURBANCE, %	REMAINING MAXIMUM ALLOWABLE SLOPE DISTURBANCE, AC
1	0	20	69257	1.59	15.09%	NA	NA
2	20	30	38499	0.88	2.08%	30.00%	11.88
3	30	40	407	0.01	0.06%	5.00%	0.83
4	40	100+	0	0.00	0.00%	0.00%	0.00
			108163	2.48	2.32%		

The Hillside Review Board held a public meeting on August 26, 2026, to determine what conditions exist on the ground and if there are any unique features that should be protected. They analyzed proposed concept plans, grading plans, geotechnical reports, and slope maps. During the meeting the applicant made it known that the planned cuts will be mitigated with a rock armoring material of basalt or natural type cobble to mitigate scaring. The Hillside Review Board recommended approval of the application with a 4-0 vote.

APPLICABLE ORDINANCE(S) *(Selected portions)*

10-13A-1: Density and Disturbance Standards

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas) to less steep slopes or more safe development areas (receiving areas), within a development.

B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

10-13A-2: Slope and Slope Areas Determined

A. Slope shall be determined for each significant portion of development parcel.

B. *Procedure:* The applicant shall map the location of the natural slope by using the following procedure:

1. *Preparation of Contour Maps:* The applicant shall submit an accurate, current contour map, prepared and certified by a licensed professional engineer or surveyor, which shows all land contours at intervals no greater than five feet (5'), drawn at a one inch equals one hundred feet (1" = 100') scale maximum.

2. *Verification through Field Surveys:* The city engineer or designee may require the applicant to submit a field survey to verify the accuracy of the contour map.

C. *Determination of Slope Areas:* Using the contour map, natural slopes shall be calculated using points identified as natural slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%), and shall

be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining project density. Small washes or outcrops, which have slopes distinctly different from surrounding property, and are not part of the contiguous topography, may be excluded from the slope determination.

EXHIBITS PROVIDED

1. Exhibit A – General Plan Maps
   "Exhibit A" in the packet are the maps the applicant supplied showing the existing and proposed General Plan maps. The proposed map will be revised based on HSRB discussion.

2. Exhibit B – Grading and Drainage Plan
   "Exhibit B" in the packet is a Grading and Drainage plan.

3. Exhibit C – Slope Map
   "Exhibit C" in the packet is a slope summary.

4. Exhibit D – Slope Summary
   "Exhibit D" in the packet is a slope summary.

5. Exhibit E – Desert Canyons Geotechnical Study
   "Exhibit E" in the packet is the Desert Canyons Geotechnical report by AGEC.

6. Exhibit F – Desert Haven Drainage Study
   "Exhibit F" in the packet is the Desert Haven Drainage Study.

7. Exhibit G – Update Letter to Geotechnical Evaluation
   "Exhibit G" in the packet is the GES update letter completed in 2024 for this area.

RECOMMENDATION

Section 10-13A-8(B)(1) of the "Hillside Review Board Powers and Duties" states that the hillside board can make recommendations to "adopt, modify or reject a proposal" to the Planning Commission (PC).

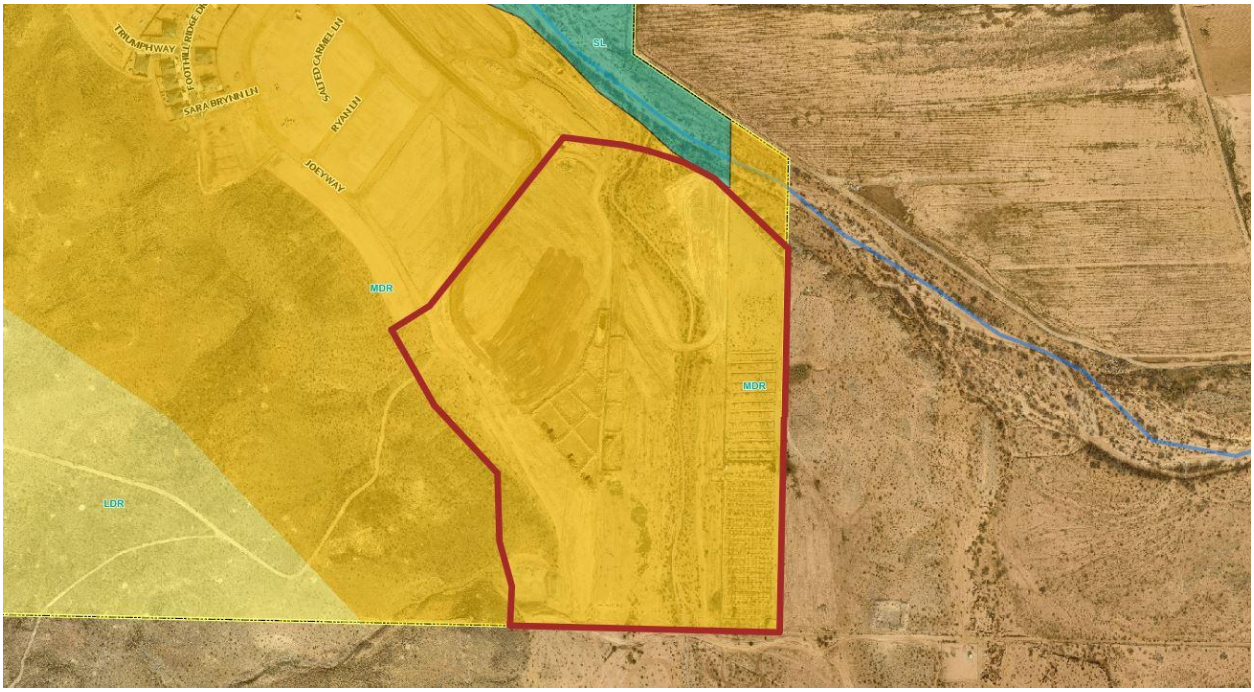
The Hillside Review Board, at their meeting held August 26, 2026, recommended approval of the application with a 4-0 vote.

At their meeting held on October 13, 2026, the Planning Commission forwarded a positive recommendation to the City Council with a vote of 4-0 and no conditions.

FINDINGS

1. The proposed development generally aligns with the intent of the Hillside Development Overlay Zone in that it concentrates density in more buildable areas while limiting disturbance on steeper slopes.
2. Based on the materials provided, including the slope analysis and grading plans, the project appears to stay within the allowable disturbance thresholds for slope between 20% and 40%, and avoids disturbance in areas exceeding 40% slope, consistent with City ordinance requirements.

EXHIBIT A
DESERT HAVEN
General Plan – MDR (Medium Density Residential)



Zoning - R-1

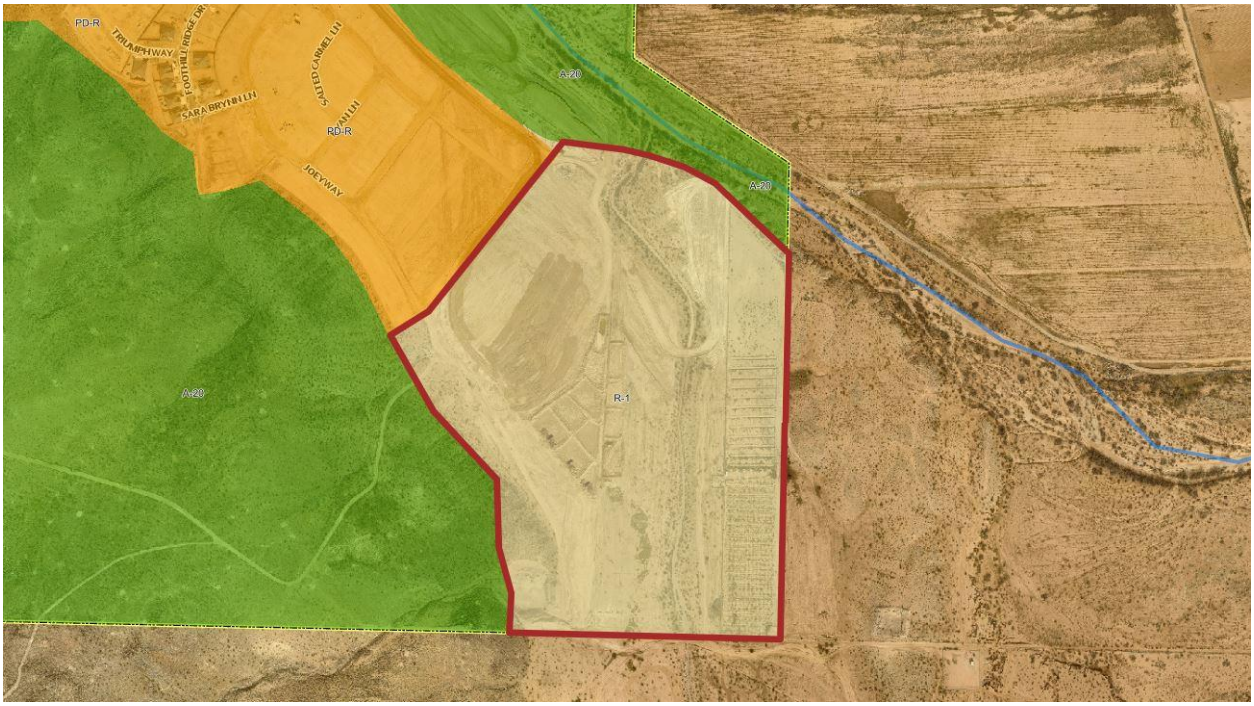
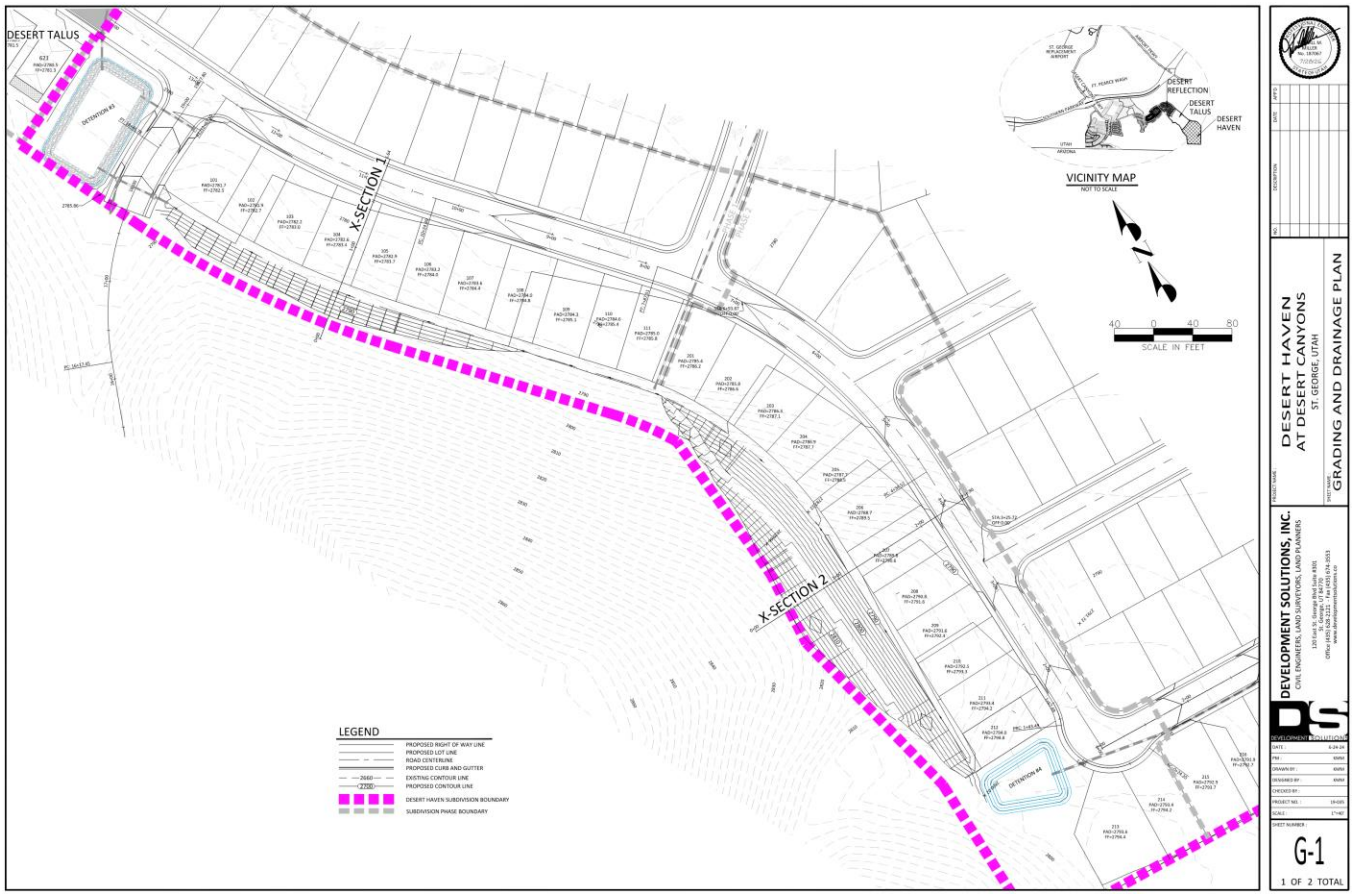
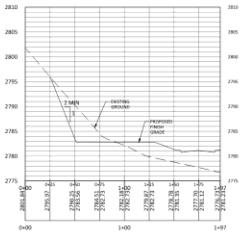


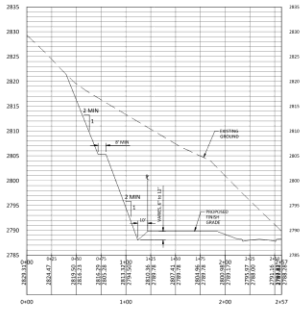
EXHIBIT B
DESERT HAVEN GRADING AND DRAINAGE PLAN AND CROSS SECTIONS



DESERT TALUS



HAVEN X-SECTION 1
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 1+97



HAVEN X-SECTION 2
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 2+57

DESERT HAVEN
AT DESERT CANYONS
ST. GEORGE, UTAH
CROSS SECTIONS

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd Suite #301
St. George, UT 84770
Office 435.652.8007 Fax 435.674.2553
www.developmentsolutions.co

DATE: 6-29-25
FILE: ESRM
DRAWN BY: ESRM
DESIGNED BY: ESRM
CHECKED BY:
PROJECT NO.: 19-001
SCALE: 1"=40'

SHEET NUMBER
G-2
2 OF 2 TOTAL

EXHIBIT C
DESERT HAVEN SLOPE MAP

LEGEND

- OVERALL CONTIGUOUS HILLSIDE OVERLAY
- PROPOSED DESERT HAVEN HILLSIDE DISTURBANCE BOUNDARY > 20%
- PROPOSED DESERT HAVEN HILLSIDE DISTURBANCE AREA > 20%

N

200 0 200 400

SCALE IN FEET

Slopes Table

Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	20.00%	4559619.53	
2	20.00%	30.00%	1853289.59	
3	30.00%	40.00%	732458.25	
4	40.00%	67494.41%	162737.06	

DESERT CANYONS SLOPE SUMMARY
CONTIGUOUS HILLSIDE AREA OUTSIDE OF EXISTING AND PROPOSED DEVELOPMENT

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA, SF	AREA, AC	PERCENT OF TOTAL AREA, %
1	0	20	465674	10.69	9.62%
2	20	30	1853289	42.54	38.28%
3	30	40	732458	16.81	15.13%
4	40	150	1627737	37.36	34.57%
			4879200	107.39	100.00%

DESERT HAVEN SLOPE ANALYSIS
Proposed Disturbed Area Only

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	DISTURBED AREA, SF	DISTURBED AREA, AC	PERCENT OF OVERALL HILLSIDE AREA %	MAXIMUM ALLOWABLE SLOPE DISTURBANCE %	REMAINING MAXIMUM ALLOWABLE SLOPE DISTURBANCE, AC
1	0	20	65603	1.51	14.09%	NA	NA
2	20	30	38464	0.88	2.08%	30.00%	11.55
3	30	40	405	0.01	0.06%	5.00%	0.81
4	40	150	0	0.00	0.00%	0.00%	0.00
			104472	2.40	2.32%		

DESCRIPTION | DATE | APP'D | NO.

DESERT HAVEN AT DESERT CANYONS

ST. GEORGE, UTAH

SLOPE MAP

PROJECT NAME :

SHEET NAME :

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

DEVELOPMENT SOLUTIONS

DATE :	7-28-26
PM :	KMM
DRAWN BY :	KMM
DESIGNED BY :	KMM
CHECKED BY :	
PROJECT NO. :	25-002
SCALE :	1"=200'

SHEET NUMBER :

1

1 OF 1 TOTAL

PROFESSIONAL ENGINEER
KENDALL M. MILLER
No. 187067
5/27/22
STATE OF UTAH

EXHIBIT D
DESERT HAVEN SLOPE SUMMARY

DESERT CANYONS SLOPE SUMMARY
CONTIGUOUS HILLSIDE AREA OUTSIDE OF EXISTING AND PROPOSED DEVELOPMENT

NUMBER	MINIMUM SLOPE, %	MAXIMUM SLOPE, %	AREA, SF	AREA, AC	PERCENT OF TOTAL AREA, %
1	0	20	459019	10.54	9.82%
2	20	30	1853289	42.55	39.67%
3	30	40	732458	16.81	15.68%
4	40	100+	1627237	37.36	34.83%
			4672003	107.25	100.00%

DESERT HAVEN SLOPE ANALYSIS
Proposed Disturbed Area Only

NUMBER	MINIMUM SLOPE, %	MAXIMUM SLOPE, %	DISTURBED AREA, SF	DISTURBED AREA, AC	PERCENT OF OVERALL HILLSIDE AREA, %	MAXIMUM ALLOWABLE SLOPE DISTURBANCE, %	REMAINING MAXIMUM ALLOWABLE SLOPE DISTURBANCE, AC
1	0	20	69257	1.59	15.09%	NA	NA
2	20	30	38499	0.88	2.08%	30.00%	11.88
3	30	40	407	0.01	0.06%	5.00%	0.83
4	40	100+	0	0.00	0.00%	0.00%	0.00
			108163	2.48	2.32%		

EXHIBIT E
DESERT CANYONS GEOTECHNICAL REPORT BY AGEC

AGEC

Applied GeoTech

GEOTECHNICAL INVESTIGATION

DESERT CLIFFS AREA 165 ACRES AT DESERT CANYONS

ST. GEORGE, UTAH

PREPARED FOR:

DESERT CANYONS DEVELOPMENT

1472 EAST 3950 SOUTH
ST. GEORGE, UTAH 84790

ATTENTION: CURT GORDON

PROJECT NO. 2200519

MAY 16, 2022

1420 South 270 East • St. George, Utah 84790 • (435) 673-6850 • FAX (435) 673-1044

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FIGURES AND TABLES

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- Site Plan — Figure 2
- Logs, Legend and Notes of Test Pits — Figures 3-7
- One-dimensional Consolidation/Collapse/Swell Test Results — Figures 8-11

- Summary of Laboratory Test Results — Table 1

SUMMARY

1. AGEC conducted a Geotechnical Investigation to define subsurface conditions and to provide geotechnical recommendations for the proposed residential development.

2. The subsurface profile observed within the test pits generally consists of silty sand to sandy silt overlying silty gravel with sand underlain by siltstone, mudstone, and sandstone bedrock. A layer of sandy lean clay was encountered at approximately 12 feet below grade in TP-20. Practical excavator refusal was encountered on sandstone bedrock and dense gravels in test pits TP-2, TP-7, TP-10, TP-11, TP-12, TP-13, TP-14, TP-15, TP-17, TP-18, and TP-20 at depths ranging from approximately 7 to 20 feet below the existing grade.

3. Subsurface water was not encountered within the test pits to the maximum depth investigated, approximately 20 feet. Fluctuations in the groundwater level may occur over time. An evaluation of such fluctuations is beyond the scope of this report.

4. The on-site soils and bedrock in their existing condition are not suitable to support the proposed construction. The site is suitable for the proposed slab-on-grade residences provided recommendations within this report are followed. If basements or pools are proposed, additional subsurface investigation and grading recommendations are required.

5. The upper approximately 0 to 18½ feet of the near surface overburden soil (varies across the site) is loose, dry and potentially collapsible when wetted. Prior to placing fill or concrete, we recommend that the full depth of potentially collapsible soil be removed. The approximate depth of removal is shown on the site plan and test pit logs (Figures 2 and 3).

   Alternatively, a soil treatment process known as pre-wetting may be implemented to treat the collapsible soils by adding moisture to the "under-saturated" soils. The building pads may be graded into a series of terraced ponds. The ponds may then be filled with appropriate volume of water to pre-wet the underlying "under-saturated" soils to essentially densify the soils subsequently reducing the collapse potential prior to construction. This process is currently being implemented in the St. George area to treat collapsible soils.

6. The proposed residences may be supported on conventional spread footings bearing on properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by overexcavating the building pads to remove unsuitable soils as recommended in the Subgrade Preparation section of this report.

7. The on-site soils, and properly processed siltstone and sandstone bedrock, free of organics and debris are suitable for use as structural fill, site grading fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 4 inches and at least 50 percent of the material passes the No. 4 sieve. The mudstone bedrock is not suitable for use and should be disposed of off site.

8. Site drainage recommendations should be implemented as recommended in the Site Drainage section of this report.

9. Detailed recommendations for subgrade preparation, materials, foundations, drainage and pavement are included in the report.

10. The information provided in this summary should not be used independent of that provided within the body of this report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed Desert Cliffs Area (165 Acres) at Desert Canyons planned residential area to be located in St. George, Utah, as shown in Figure 1. This report presents the subsurface conditions encountered, laboratory test results, and recommendations for the project. This report was prepared in general accordance with the Geotechnical Engineering Services Agreement dated March 17, 2020 under Project No. 2200519.

Field exploration was conducted to obtain information on the subsurface conditions and to obtain samples. Information obtained from the field was used to define conditions at the site and to develop recommendations for the proposed development.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The site is located east and southeast of the planned Desert Reflection subdivision. The area to the north, east and south is undeveloped. The project site generally slopes down from the west to the east with a few small washes that traverse the area in a northwest to southeast direction. Vegetation at the site consists generally of desert grass and sage brush.

Grubbing of a portion of the site has been performed. Test pit locations and elevations reflect the pre-grubbed elevations.

FIELD STUDY

On June 23, 24, and 25, 2020 an engineer from AGEC visited the site and observed the excavation of 20 test pits (planned TP-5 was inaccessible) at the approximate locations shown on the Site Plan, Figure 2. The test pits were excavated with a trackhoe excavator. The subsurface soil profile was logged and soil samples were obtained.

SUBSURFACE SOIL CONDITIONS

The subsurface profile observed within the test pits generally consists of silty sand to sandy silt overlying silty gravel with sand underlain by siltstone, mudstone, and sandstone bedrock. A layer of sandy lean clay was encountered at approximately 12 feet below grade in TP-20. Practical excavator refusal was encountered on sandstone bedrock and dense gravels in test pits TP-2, TP-7, TP-10, TP-11, TP-12, TP-13, TP-14, TP-15, TP-17, TP-18, and TP-20 at depths ranging from approximately 7 to 20 feet below the existing grade.

Laboratory testing and observations of the subsurface soil during our investigation indicate the upper approximately 0 to 18½ feet of the near surface sandy to silty soil is loose, dry and potentially collapsible when wetted.

Detailed descriptions of the soil and bedrock types encountered follow.

Sandy Silt - The sandy silt is medium dense, dry, porous in upper layers, contains roots near the surface, various amounts of sand, and is light brown in color.

Laboratory tests conducted on samples of the sandy silt indicate in-place moisture contents ranging from less than 1 to 7 percent, in-place dry densities ranging from 82 to 95 pounds per cubic foot (pcf) and fines contents (percent passing the No. 200 sieve) ranging from 59 to 96 percent. One dimensional consolidation/collapse tests conducted on samples of the sandy silt material indicate that the material is

moderately moisture sensitive (collapsible) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and slightly compressible under additional loading. Less than 1 percent and 2½ percent collapse potentials were measured during the consolidation/collapse tests.

Sandy Lean Clay - The sandy lean clay is medium dense to dense, dry, low plastic, and is light brown in color.

Laboratory tests conducted on samples of the sandy lean clay indicate an in-place moisture content of 4 percent, an in-place dry density of 101 pcf and a fines content of 76 percent. A one dimensional consolidation/swell test conducted on a sample of the sandy lean clay material indicates that the material is not moisture sensitive (expansive) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and slightly compressible under additional loading.

Silty Sand - The silty sand is loose to dense, dry to moist, contains various amounts of gravel, and is light brown to red in color.

Laboratory tests conducted on samples of the silty sand indicate an in-place moisture content of 2 percent, an in-place dry density of 82 pcf and a fines content of 41 percent.

Silty Gravel with Sand - The silty gravel with sand is medium dense to very dense, dry, contains some cobbles to boulders, and is light grey to light brown in color.

Laboratory tests conducted on samples of the silty gravel with sand indicate an in-place moisture content of 2 percent, a gravel content (percent retained on the No. 4 sieve) of 30 percent and a fines content of 37 percent.

Sandstone Bedrock - The sandstone bedrock is hard, dry, contains some conglomerate layers throughout, and is yellow to green to grey in color.

Mudstone Bedrock - The mudstone bedrock is soft, moist, low to medium plastic, and is green in color.

Laboratory tests conducted on samples of the mudstone bedrock indicate an in-place moisture content of 2 percent, in-place dry densities of 115 and 141 pcf and fines contents of 75 and 98 percent. Atterberg Limits tests indicate liquid limits of 25 and 39 percent and plasticity indexes of 15 and 17 percent. One dimensional consolidation/swell tests conducted on samples of the mudstone bedrock indicate that the material is moderately moisture sensitive (expansive) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and highly compressible under additional loading. Approximately ½ and 3 percent swell potentials were measured during the consolidation/swell tests.

The Logs, Legend and Notes of Test Pits are shown on Figures 3-7. Laboratory test results are also shown on Figures 3-6 and are summarized in the Summary of Laboratory Test Results, Table 1. The One-dimensional Consolidation/Collapse/Swell Test Results are shown graphically on Figures 8-11.

SUBSURFACE WATER

Subsurface water was not encountered within the test pits to the maximum depth investigated, approximately 20 feet. Fluctuations in the groundwater level may occur over time. An evaluation of such fluctuations is beyond the scope of this report.

PROPOSED CONSTRUCTION

The property is proposed to be developed into a residential subdivision. The subdivision will include roadways, site improvements and underground utilities. Additionally, we anticipate building pads will be constructed to support single family, slab-on-grade residences.

Single-family, slab-on-grade residences are proposed for construction and will consist of single and multi-story construction. The residences will be constructed using conventional spread footings with slab-on-grade floors. The residences will likely be constructed with wood framing, stucco or rock veneer, and tile roofs. We do not anticipate the use of basements. If basements or pools are desired, AGEC should evaluate them on an individual case.

For design purposes, we have assumed wall loads of up to 3 kips per linear foot and column loads of up to 25 kips. As part of the development, we understand that roadways, utilities and city improvements will also be included. The roadways will likely include 45 and 50-foot right-of-ways (ROW). For design purposes, we have utilized a Traffic Index (TI) of 5 for 45 and 50-foot ROWs in accordance with the City of St. George standards. When a grading plan is completed it should be shared with AGEC to update the recommendations within this report if needed.

If the proposed construction, building loads or pavement requirements are significantly different from those listed, we should be notified so that we can reevaluate our recommendations.

RECOMMENDATIONS

Based on our experience in the area, the subsurface conditions encountered, laboratory test results, and the proposed construction, the following recommendations are given:

A. Site Grading

1. Subgrade Preparation

General - Prior to placing fill or concrete beneath building areas, pavement/flatwork or site improvements, the site should be grubbed to remove the existing vegetation and soil containing significant roots and organics. Organics and vegetation should be disposed of off-site.

The grubbed soil may be stockpiled for use in landscaped areas. If this soil is placed in landscaped areas, CMU fence footings or other structures/improvements which may be supported in these areas (above the grubbed soil) should be overexcavated to allow for the placement of properly compacted structural fill which extends to the appropriate depth as stated below.

Loose, Dry Collapsible Soil (buildings and structures) - Laboratory testing and observations of the subsurface soil during our investigation indicate the upper approximately 0 to 18½ feet of the near surface overburden soil (varies across the site) is loose, dry and potentially collapsible when wetted. Prior to placing fill or concrete, we recommend that the full depth of potentially collapsible soil be removed. The approximate depth of removal is shown on the site plan and test pit logs (Figures 2 and 3). This soil is unsuitable in its existing condition to support the proposed construction.

The limits of overexcavation should extend at least 5 feet beyond the perimeter of the proposed building pads, including patios, porches and porch columns. The lateral extent of the overexcavation should be determined by survey and is the responsibility of the owner/contractor.

Consideration should also be given to extending the overexcavation to include areas which will support flatwork and other improvements such as masonry fences.

Alternative Collapsible Soil (buildings and structures) - As an alternative to removing the full depth of the collapsible soil, a process known as "pre-wetting" may be used to add moisture to the under-saturated soils. This process is intended to improve the support condition of the underlying soils by adding moisture and subsequently reducing the collapse potential prior to construction.

Our experience has shown that when the dry density exceeds on the order of 105 pcf or the fines content (percent silt and clay) is less than on the order of 15 percent, the underlying soils are typically less moisture sensitive regardless of the moisture condition. Laboratory testing performed for this project indicate that the upper sandy silt to silty sand have a density generally less than 105 pcf and fines content greater than 15 percent and therefore are considered to have collapse potential.

The prewetting process can typically be achieved by constructing a series of ponds over the area to be treated. Typically, the pre-wetting ponds should be no larger than 20,000 to 25,000 square feet to ensure a relatively even distribution of water treatment. Based upon previous pre-wetting studies, we estimate a 1 foot high column of water will be necessary to treat every 2 to 3 feet of the underlying potentially collapsible soil and result in an increased saturation (of the soils) which exceeds approximately 50 percent. Pre-wetting near existing homes or site improvements is not recommended and could result in settlement and subsequent distress.

Upon completion of the pre-wetting program, we recommend conducting subsurface investigation to evaluate and verify the pre-wetting process was effective.

Subsequent to pre-wetting and prior refilling ponds or building pads, the bottom of the pre-wetting ponds should be overexcavated to remove loose, soft soils. The overexcavation should extend at least 3 feet below the existing grade or 3 feet below the bottom of footings, whichever is greater. An alternative to overexcavation of the wet soils would be to let the soils dry out prior to mass grading (AGEC should be consulted prior to grading, if this alternative is selected).

The limits of treatment should extend at least 5 feet beyond the perimeter of the proposed building pads, including patios, porches and porch columns. The lateral extent of the overexcavation should be determined by survey and is the responsibility of the owner/contractor.

Potentially Expansive Bedrock - Potentially expansive mudstone bedrock was encountered in test pits TP-4 and TP-12. Based on AGEC's experience in the area, a recommended separation of at least 5 feet above the potentially expansive mudstone should be maintain. Based on the observed depths of the mudstone AGEC does not anticipate the need for overexcavation of mudstone bedrock, however AGEC recommends that additional recommendations be provided once a final grading plan has been provided.

Pavement, Flatwork and Improvements - The pre-wetting method discussed above would be appropriate for these areas. If pre-wetting is not utilized, we recommend at a minimum that the upper 12 inches be scarified, moisture-conditioned, and compacted in areas which will support hard surfaces.

The overexcavation and compaction process is intended to reduce the potential for collapse and also to provide a less permeable, compacted zone of soil beneath the improvements supported above. However, potentially collapsible soils will still remain beneath the overexcavated zone. Settlement could still occur if the remaining collapsible soils are wetted.

The estimated settlement resulting from wetting of the potentially collapsible soils is provided in the following table. If the potential settlement is not acceptable, additional overexcavation or full depth treatment should be conducted. As a minimum, we recommend the exposed subgrade beneath roads and rigid improvements extend at least 5 feet below the existing grade to removed and recompact a portion of the underlying potentially collapsible soils.

Thickness of remaining potential collapsible soil (feet)	**Estimated Additional Potential Future Surface Settlement (inches)**
10	3 to 3½
8	2 to 2½
6	1½ to 2
4	¾ to 1½
2	½ to ¾
0	< ½

2. Excavation

We anticipate that excavation of the overburden soils and soft bedrock at the site can be accomplished with typical excavation equipment. Portions of deeper bedrock may require the use of heavy duty excavation equipment.

3. Grading Slopes and Trenches

The following table provides the maximum recommended slope steepness for a given slope condition. Slopes should include benches in accordance with the 2018 IBC.

Slope Condition	Maximum Slope (Horizontal:Vertical)
Permanent Cut Slopes in Overburden Soils	2:1
Unretained, Properly Compacted Fill	2½:1
Permanent Cut Slopes in Moderately Hard Bedrock	½:1
Utility Trenches in On-site Soils and Soft Bedrock (OSHA Soil Class C)	1½:1

Fill slopes should be graded by overbuilding and then cutting them back to the desired grade to provide a compacted slope face. Fill placed on existing slopes steeper than 3:1 should be placed using a benching procedure to key the fill into the existing slope. Benches should be of sufficient width to allow adequate area for the compaction equipment.

Steeper trenches may require the use of shoring or a trench box to provide a safe work environment. Safe trench excavation is the responsibility of the contractor.

4. Materials

A. Import Materials:

Import materials should be non-expansive, non-gypsiferous, granular soil. Listed below are the materials recommended for imported fill.

Area	Fill Type	Recommendations
Foundations/slabs	Site grading/ structural fill	**-200** <35%, **LL** <30% Maximum size: 4 inches Solubility < 1%
Underslab (upper 4 inches)	Base course	**-200** <12% Maximum size: 1 inch Solubility < 1%

-200 = Percent Passing the No. 200 Sieve

LL = Liquid Limit

B. On-site Materials:

The on-site soils, and properly processed siltstone and sandstone bedrock, free of organics and debris are suitable for use as structural fill, site grading fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 4 inches and at least 50 percent of the material passes the No. 4 sieve. The mudstone bedrock is not suitable for use and should be disposed of off site.

The potential impact of the collapsible characteristics of the underlying natural silt and sand can be reduced by protecting the collapsible soil from becoming wet. Placement of relatively low permeable fill above the natural soil can help reduce the possibility of water coming in contact with the underlying collapsible soil. The low permeable fill supporting these areas is intended to provide a low permeable zone to reduce the potential for water to infiltrate and wet the underlying subgrade.

Low permeable fill used should meet one of the following set of criteria.

Liquid Limit (%)	Percent Passing the No. 200 Sieve
45 +	15-20
30-45	20-40
0-30	30-100

Laboratory testing indicates the onsite soils would be suitable for use as low permeable fill.

5. Compaction

Compaction of materials placed at the site should equal or exceed the following minimum densities when compared to the maximum dry density as determined by ASTM D-1557:

Area	Percent Compaction
Subgrade	90
Footings/building pad	95
Site grading	95
Utility trenches	95
Wall backfill (as needed)	95

To facilitate the compaction process, the overburden soil and processed, non-expansive bedrock should be moisture conditioned to within 2 percentage points of the optimum moisture content as determined by ASTM D-1557 prior to placement.

Fill should be placed in loose lift thicknesses which do not exceed the capacity of the equipment being utilized. Generally, 6 to 8-inch loose lifts are adequate. Lift thicknesses should be reduced to 4-inches for hand compaction equipment.

6. Shrinkage

We anticipate a significant volume loss of material during the compaction process. Based on our experience, we anticipate on the order of 25 percent loss of the material in the compacted zone. We also anticipate a loss of 2 to 4 inches of surface elevation during the pre-wetting and replacement (loading) and compaction of the materials and the exposed subgrade. These volume losses should be taken into account for material quantity estimates.

7. Surface Drainage

Positive site drainage should be maintained during the course of construction. After construction has been completed, positive drainage of the surface water away from the buildings in each direction must be maintained. To reduce infiltration adjacent to foundations we recommend the following:

a. A minimum slope of 6 inches in the first 10 feet from the perimeters of the structures should be provided.

b. Roof gutter systems should be installed around the perimeters of the structures. Roof downspouts should discharge away from the buildings so as to prevent ponding adjacent to foundations. We recommend piping roof gutter downspouts off site directly into the adjacent curb and gutter.

c. Placement of 3 to 4 foot wide concrete aprons around the perimeters of the structures.

d. Landscaping requiring water should not be placed adjacent to foundations or within 10 feet of foundations.

e. Below grade portions of walls/fences which are backfilled with soil should be protected with an impermeable membrane and a subsurface drain on the backfilled side. A gravel covered, perforated PVC pipe should also be placed at the base of the wall to carry water to a discharge point. This is intended to reduce the potential for salt weathering and sulfate attack on concrete/masonry.

B. Foundations

This report does not address support of swimming pools or basements. Support of pools and basements should be addressed with a lot specific subsurface investigation to provide additional support and grading recommendations. Recommendations for design of conventional spread and spot footings are provided below.

1. Bearing Material

The proposed residences may be supported on conventional spread footings bearing on a minimum of 1 foot of properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by overexcavating the building pads to remove unsuitable soils as recommended in the Subgrade Preparation section of this report.

2. Bearing Pressures

Footings bearing on properly compacted structural fill may be designed for the following net allowable bearing pressures.

Load Condition	Net Allowable Bearing Pressure (psf)
Walls	2,000
Spots/Columns	2,500

3. Footing Width and Embedment

Footings should have a minimum width of 18 inches and should be embedded at least 12 inches below the lowest adjacent grade.

4. Temporary Loading Conditions

The allowable bearing pressures may be increased by one-half for temporary loading conditions such as wind or seismic loads.

5. Settlement

We estimate that settlement will be approximately 1 inch for footings designed as indicated above due to the load of the structure. Differential settlement is estimated to be approximately ½ inch.

6. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to placement of fill or concrete.

7. Foundation Setback

Foundations should be set back from the top crest of slopes a horizontal distance equal to or greater than ⅓ the total slope height.

C. **Concrete Slab-on-Grade**

1. Slab Support

Concrete slabs may be supported on a zone of properly prepared (overexcavated) and compacted fill as stated in the Subgrade Preparation and Materials sections of this report with a minimum thickness of at least 12 inches.

2. Underslab Base Course

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and promote even curing of the concrete.

3. Vapor Barrier

A vapor barrier should be placed below slabs in areas which will receive sensitive floor coverings or coverings which are impermeable. Vapor barriers also provide protection from salt and sulfate attack.

D. **Lateral Earth Pressures**

1. Lateral Resistance for Footings

Lateral resistance for spread footings is controlled by sliding resistance developed between the footing and the subgrade soil. An ultimate friction value of 0.40 may be used in design for ultimate lateral resistance of footings bearing on properly compacted on-site soils. The friction value may be increased to 0.45 if the foundations bear on imported, granular structural fill or gravel soils.

2. Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. We recommend the basement walls be designed in an at-rest condition.

The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

Description	Active	At-Rest	Passive
Fine/Granular-Grained Backfill - Equivalent Fluid Weight	38 pcf	58 pcf	260 pcf
Fine/Granular-Grained Backfill - Earth Pressure Coefficient	0.33	0.50	-

Care should be taken to prevent percolation of surface water into the backfill material adjacent to the retaining walls. The risk of hydrostatic buildup can be reduced by placing a subdrain behind the walls consisting of free-draining gravel wrapped in a filter fabric.

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be modified as follows according to the Mononobe-Okabe method assuming a level backfill condition:

Lateral Earth Pressure Condition	Seismic Modification (2% PE in 50 yrs)
	Fine/Granular Backfill
Active	9 pcf increase
At-rest	no increase
Passive	22 pcf decrease

The resultant of the seismic increase should be placed up 60 percent of the height of the wall.

4. Safety Factors

The values recommended assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. **Seismicity, Liquefaction and Faulting**

1. Listed below is a summary of the site parameters as required by the 2018 International Building Code and ASCE 7-16:

Description	Seismic Parameter
	2,500 yr event (≈2% PE in 50 yrs)
2018 IBC	C
PGA	0.26g
S_s (0.2 second period)	0.59g
S_1 (1 second period)	0.19g
F_a	1.26
F_v	1.50
F_{PGA}	1.20

The values provided above were generated using the ASCE 7-16 Seismic Hazard Tool. Based on the observed subsurface conditions, a ground motion hazard analysis (GMHA) as per ASCE 7-16 is not required by the 2018 International Building Code.

2. Liquefaction

Based on subsurface conditions encountered in the test pits, the subsurface soils observed are non-liquefiable to the depths investigated during a seismic event. Liquefiable soils at greater depths are not likely due to the relatively shallow bedrock.

3. Faulting

Based on a review of available geologic literature, there are no mapped faults extending near or through the site.

F. **Soil Corrosion**

Based on our experience in the area, the on-site soils, bedrock, and many imported sources may contain sulfates in sufficient concentration to be corrosive to concrete. Therefore, we recommend concrete elements that will be exposed to the on-site soils be designed in accordance with provisions provided in the American Concrete Institute Manual of Concrete Practice (ACI) 318-14. Tables 19.3.1.1 and 19.3.2.1 of ACI 318-14 should be referenced for design of concrete elements utilizing a Sulfate Exposure Class of S2.

Consideration should also be given to cathodic protection of buried metal pipes. We recommend utilizing PVC pipes where local building codes allow.

G. **Pavement**

1. Subgrade Support

We anticipate that the subgrade materials beneath the pavement areas will consist of sandy silt to silty sand. Prior to placement of road base, the subgrade should be prepared as recommended in the subgrade preparation section of this report. A California Bearing Ratio (CBR) of 7 percent was assumed for a properly compacted subgrade for purposes of design.

2. Pavement Thickness

Based on the assumed traffic loadings and St. George City traffic indexes, a 20-year design life, and AASHTO design methods, the following pavement sections are recommended.

Roadway	TI	Asphalt (in.)	Base Course (in.)
45-Foot ROW	5	2½	6
50-Foot ROW	5	2½	6

3. Pavement Materials

The pavement materials should meet City of St. George specifications for gradation and quality. The pavement thicknesses indicated above assume that the base course is a high quality material with a CBR of at least 50 percent and the asphaltic concrete has a minimum Marshall stability of 1,800 pounds. Other materials may be considered for use in the pavement section. The use of other materials may result in other pavement material thicknesses.

4. Drainage

The collection and diversion of drainage away from the pavement surface is extremely important to the satisfactory performance of the pavement section. Proper drainage should be provided.

H. Construction Testing and Observations

We recommend the following testing and observations be done as a minimum as required by the City of St. George.

1. Observe grubbing and verify removal of soil containing roots and organics.

2. Verify that recommended overexcavation depths or subgrade treatment is achieved to appropriate depth in the building pad areas and beneath roadways.

3. Verify that potentially collapsible soils have been overexcavated or prewetted in the outlined area (shown on Figure 2).

4. After mass grading is complete, additional exploration may be necessary in "cut" areas to verify subsurface conditions and the depth to underlying potentially expansive layers of bedrock.

5. Verify that recommended structural fill depths are provided below foundations and slabs.

6. Conduct compaction testing on fill placed below foundations and in building pads. We recommend testing each foot of fill placed.

7. Conduct construction materials testing on city improvements at a frequency which meets or exceeds St. George City requirements.

I. Geotechnical Recommendation Review

The client should familiarize themselves with the information contained in this report. If specific questions arise or if the client does not fully understand the conclusions/recommendations provided, AGEC should be contacted to provide clarification.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the excavated test pits, the data obtained from laboratory testing and our experience in the area. Variations in the subsurface conditions may not become evident until excavation is conducted. If the subsurface conditions or groundwater level are found to be significantly different from those described above, we should be notified to reevaluate our recommendations.

If you have any questions or if we can be of further service please call.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Joseph T. Zaleski, P.E.

Reviewed by: Jake Erickson, P.E.

P:\2020 Project Files\2200500\2200519 - Desert Cliffs Area 165 Acres\desert cliffs area 165 acres report.wpd



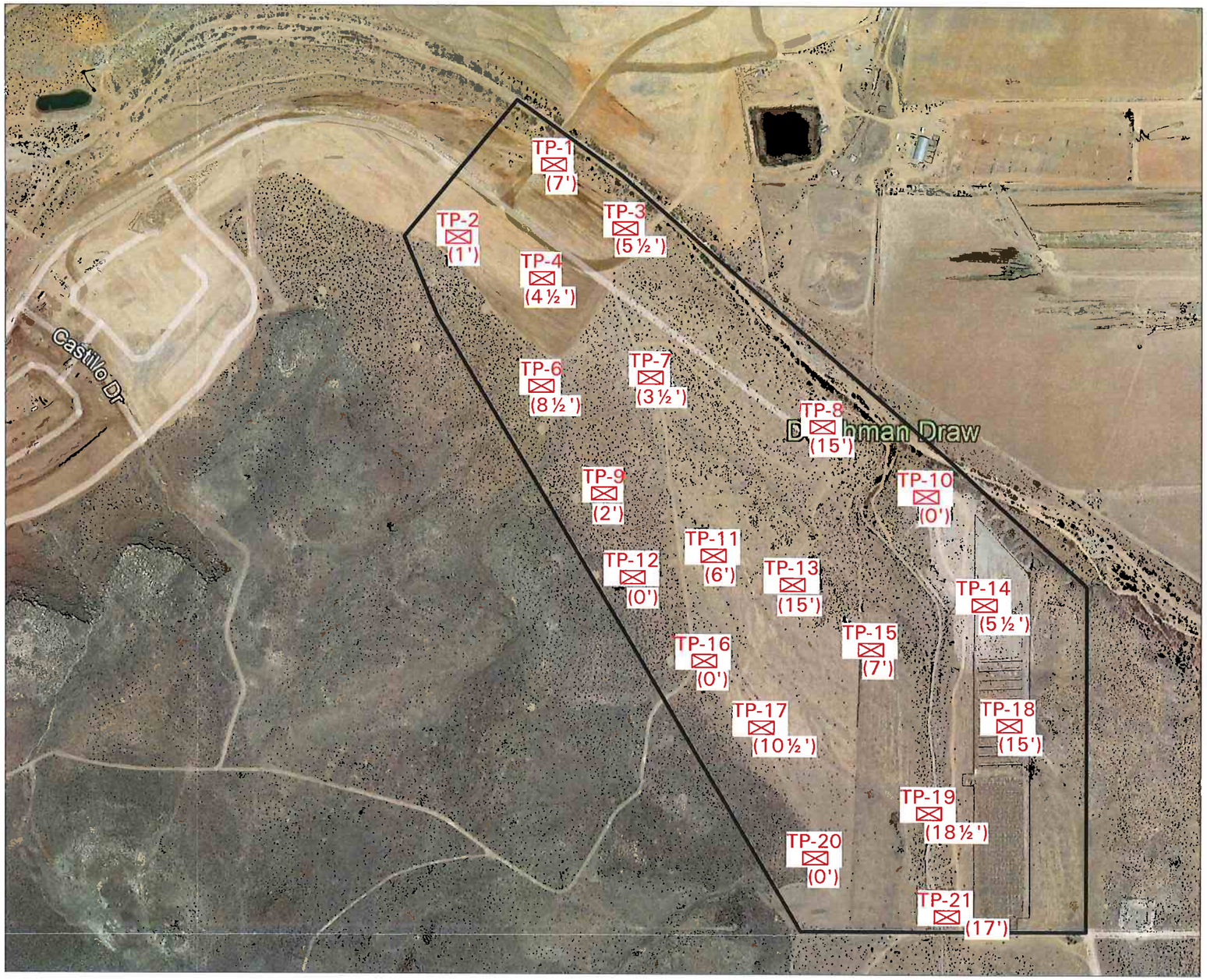
DESERT CLIFFS AREA
165 ACRES AT DESERT CANYONS
ST. GEORGE, UTAH

N

Not to Scale

2200519	AGEC	Vicinity Map	Figure 1

DESERT CLIFFS AREA
165 ACRES AT DESERT CANYONS
ST. GEORGE, UTAH



⊠ Approximate test pit location

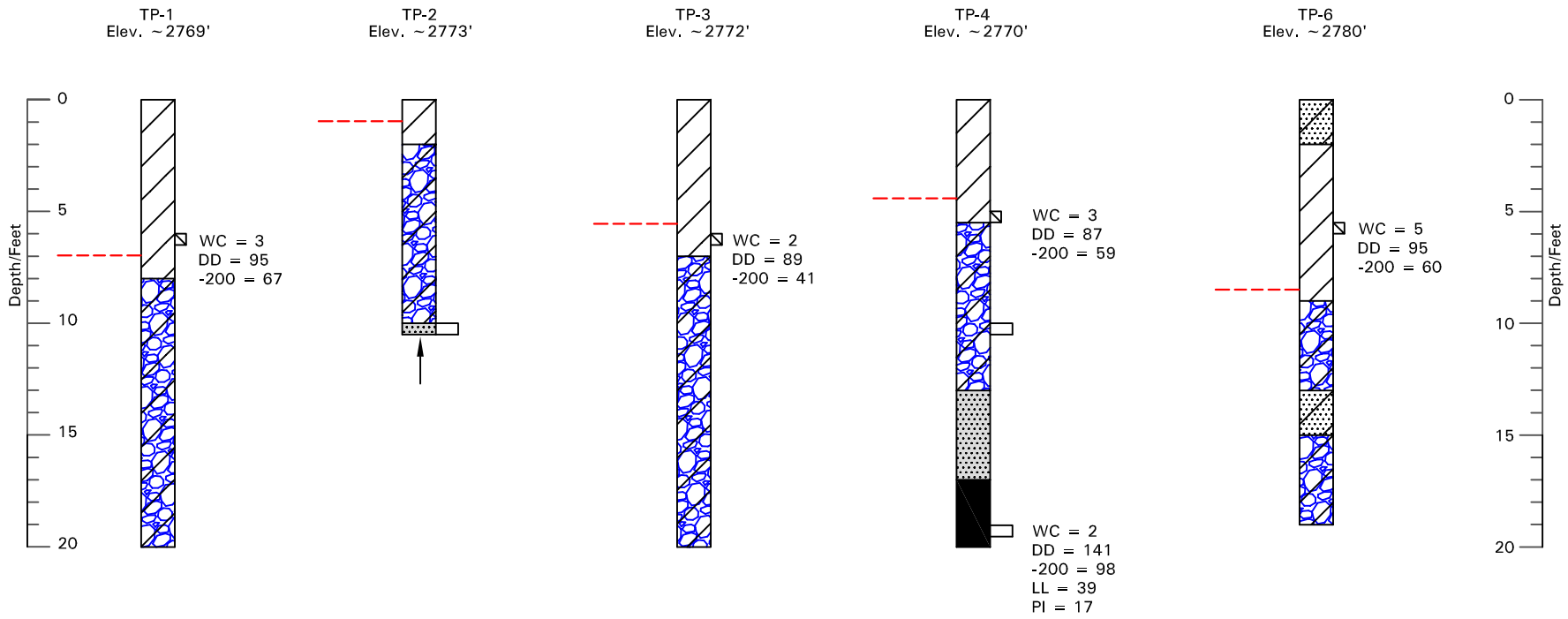
(#') Approximate depth of overexcavation

N

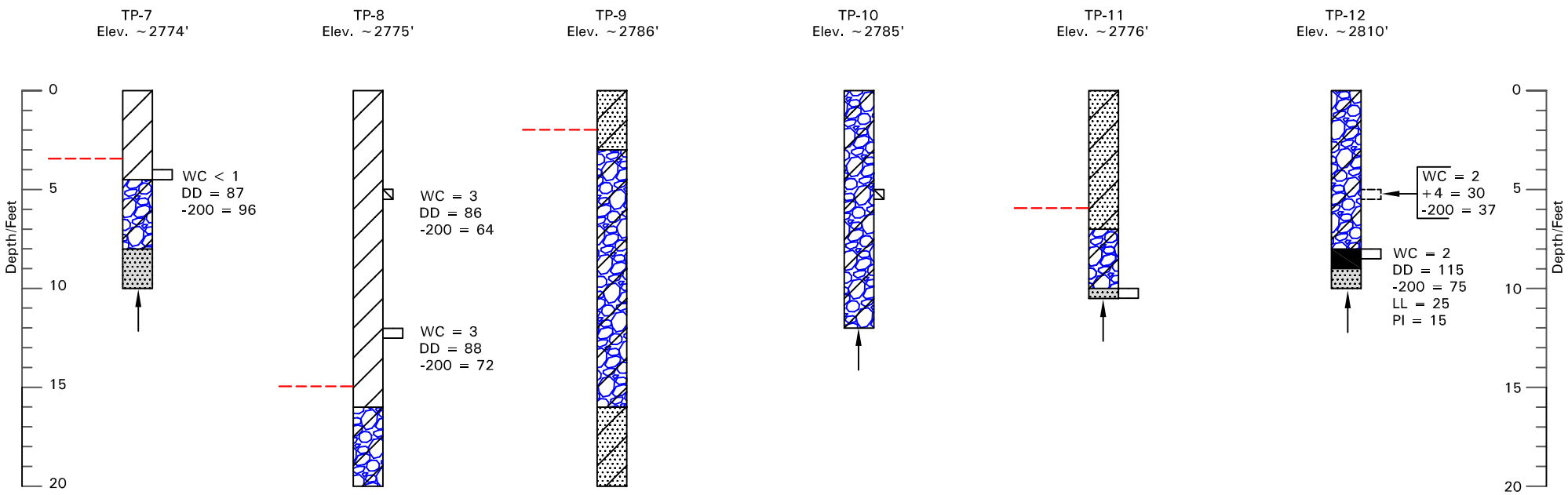
0 500 1000 feet

Approximate Scale

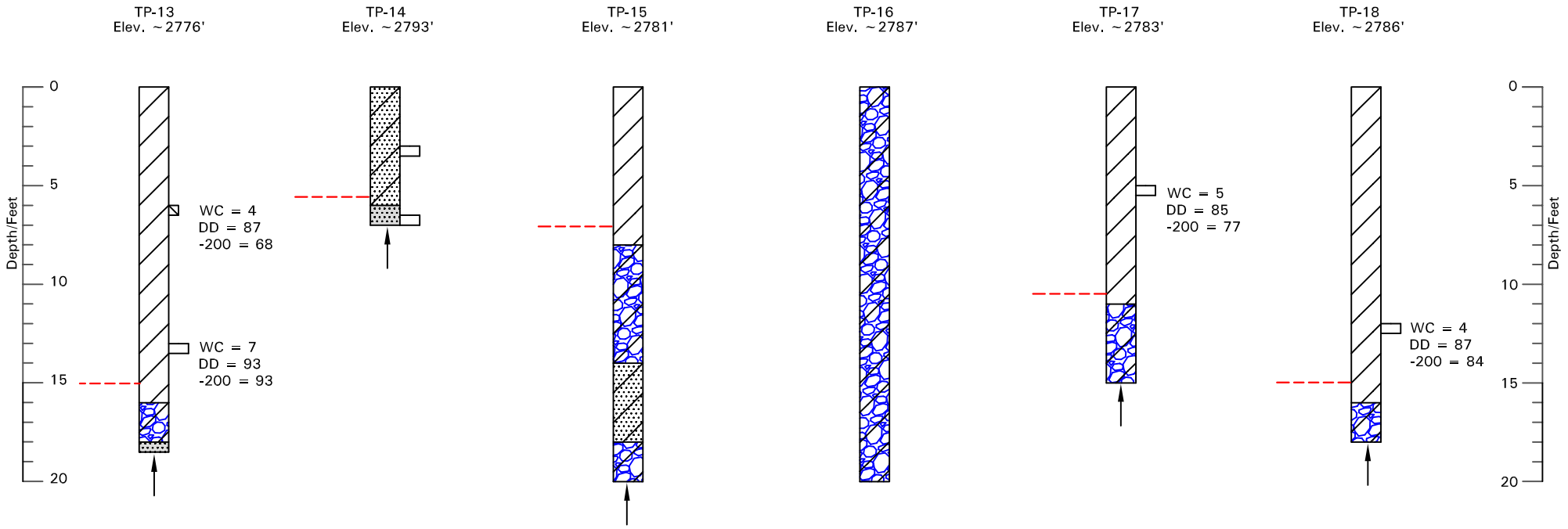
2200519	AGEC	Site Plan	Figure 2



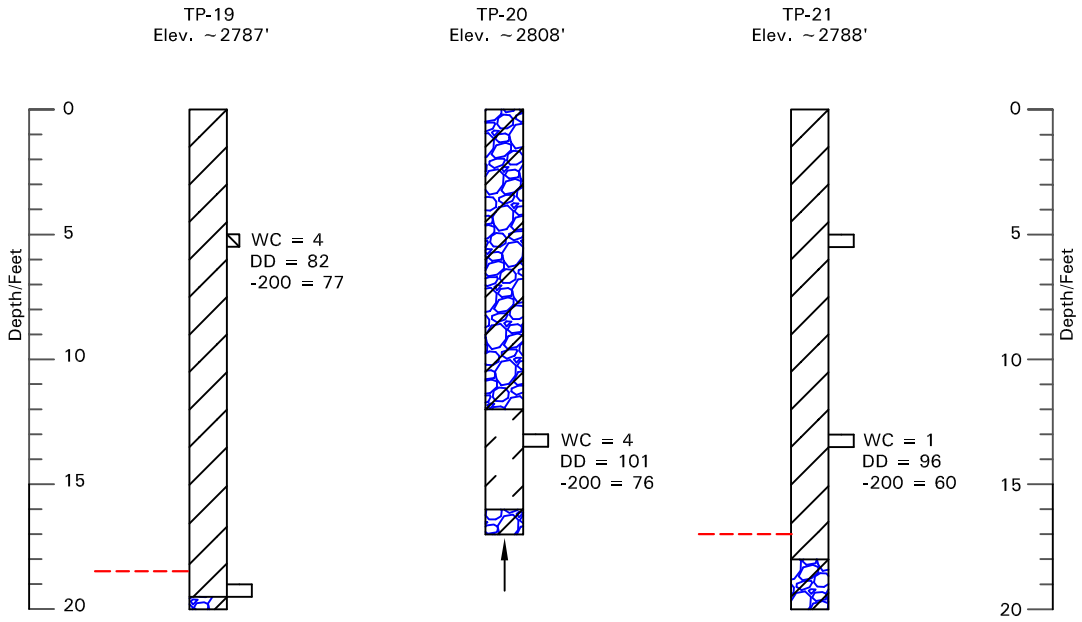
2200519	AGEC	Logs of Test Pits	Figure 3



2200519	AGEC	Logs of Test Pits	Figure 4



2200519	AGEC	Logs of Test Pits	Figure 5


TP-19
Elev. ~2787'
TP-20
Elev. ~2808'
TP-21
Elev. ~2788'
Depth/Feet
0
5
10
15
20
WC = 4
DD = 82
-200 = 77
WC = 4
DD = 101
-200 = 76
WC = 1
DD = 96
-200 = 60

LEGEND:



Sandy Silt (ML); medium dense, dry, porous, roots near surface, various amounts of sand, and is light brown in color.



Sandy Lean Clay (CL); medium dense to dense, dry, low plastic, and is light brown in color.



Silty Sand (SM); loose to dense, dry to moist, various amounts of gravel, and is light brown to red in color.



Silty Gravel with Sand (GM); medium dense to very dense, dry, some cobbles to boulders, and is light grey to light brown in color.



Sandstone Bedrock; hard, dry, some conglomerate layers, and is yelllow/green/grey in color.



Mudstone Bedrock; soft, moist, low to medium plastic, and is green in color.



Indicates relatively undisturbed hand drive sample taken.



Indicates relatively undisturbed block sample taken.



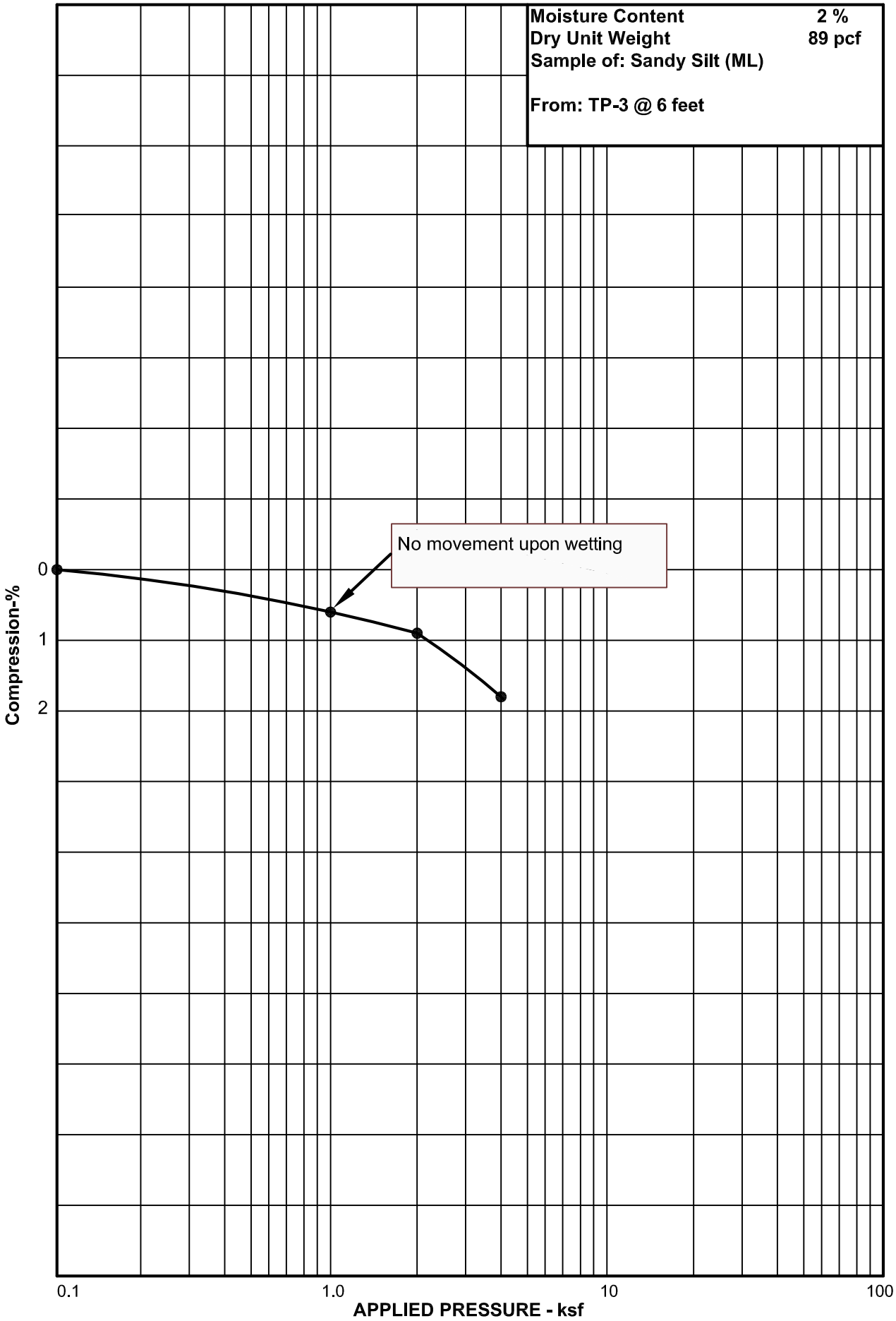
Indicates disturbed sample taken.

Indicates practical backhoe refusal on boulders, sandstone bedrock, or limestone bedrock.

NOTES:

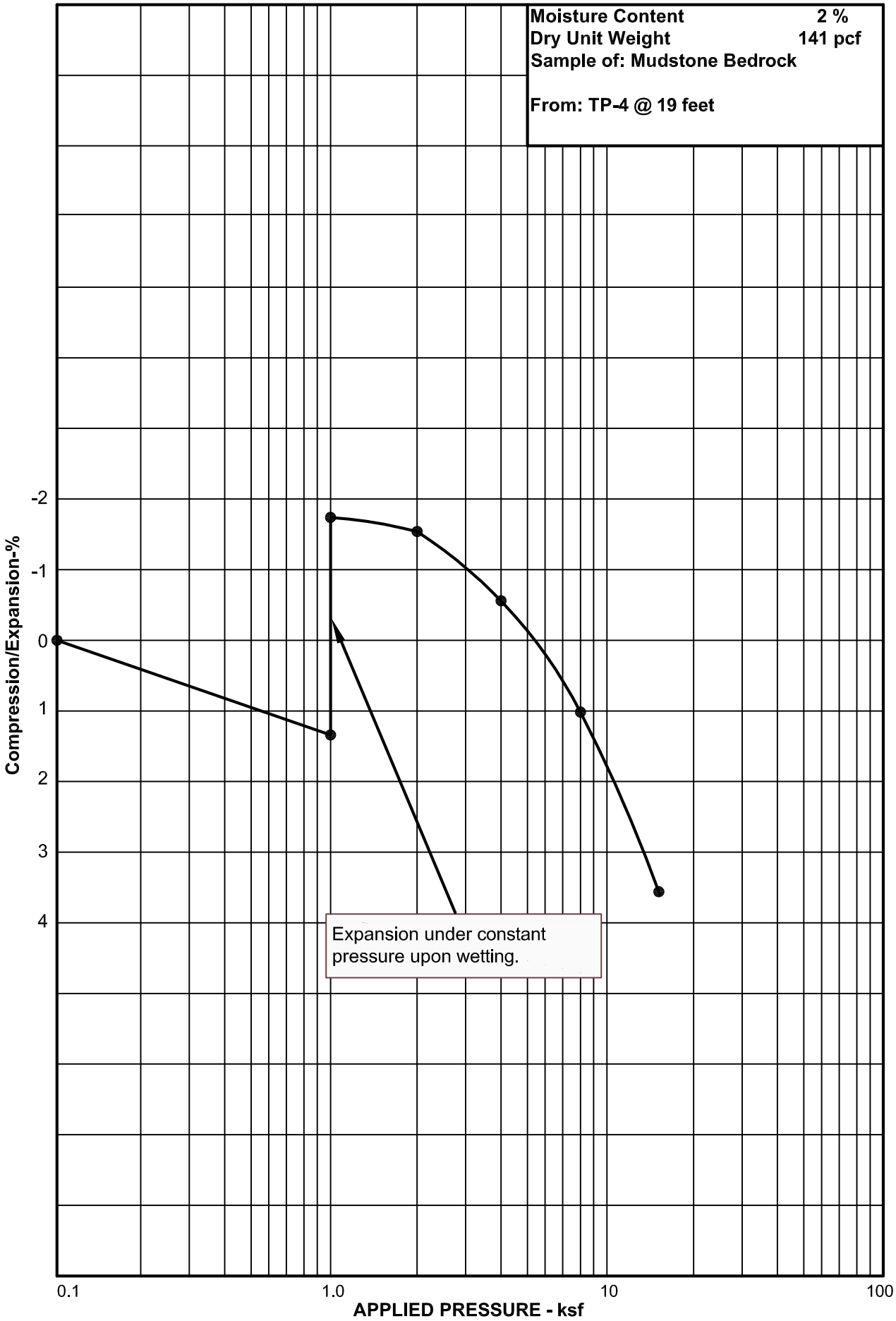
1. The test pits were excavated on June 23, 24, and 25, 2020 with a trackhoe.
2. The locations of the test pits were measured by pacing from property corners.
3. The elevations of the test pits were estimated from the Google Earth elevations.
4. The test pit locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between the materials shown on the test pit logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Free water was not encountered in the borings at the time of drilling.
7. WC = water content (%);
   DD = dry density (pcf);
   +4 = percent retained on the No. 4 sieve;
   -200 = percent passing No. 200 sieve;
   PI = plasticity index (%);
   NP = non-plastic;

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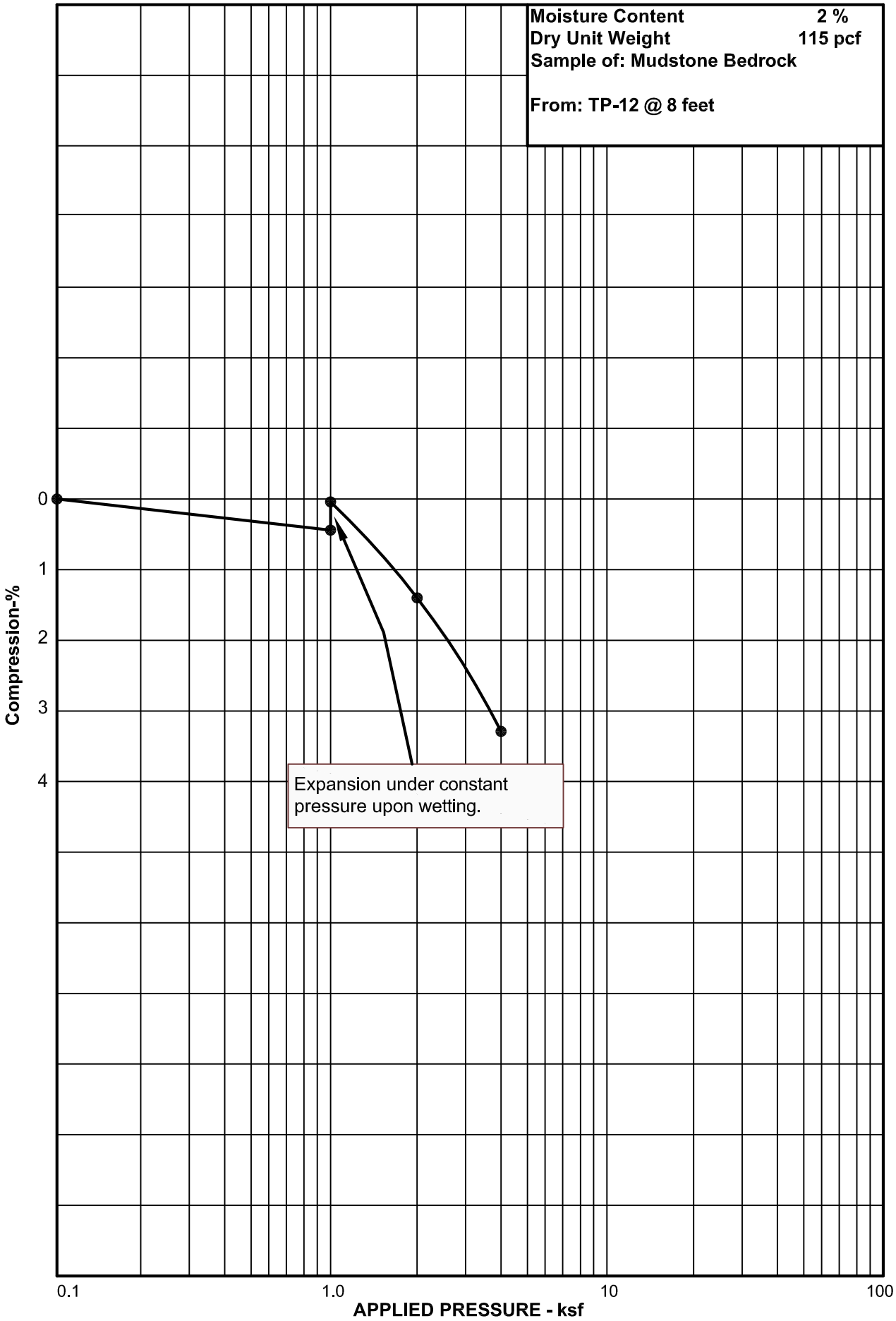
Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 8**

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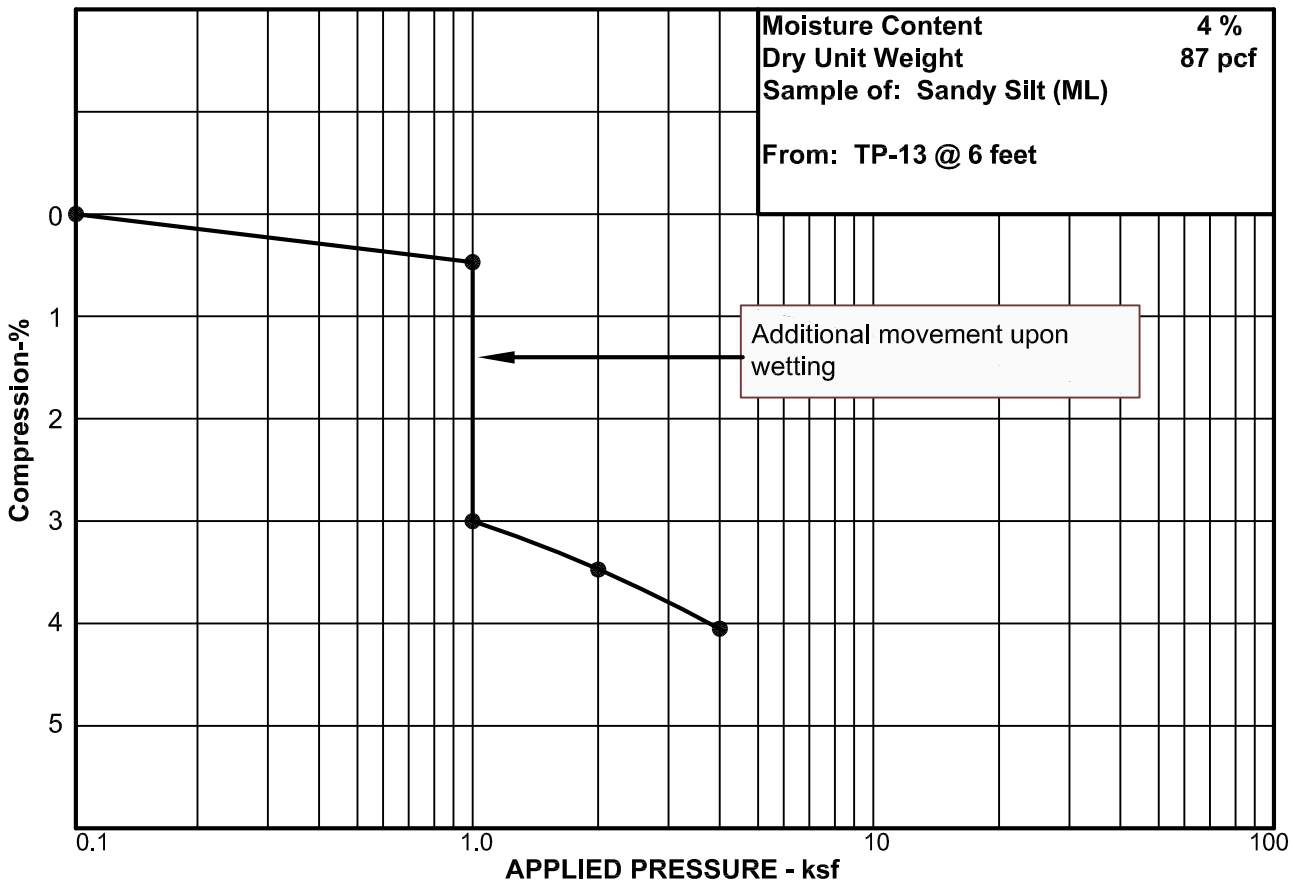
Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 9**

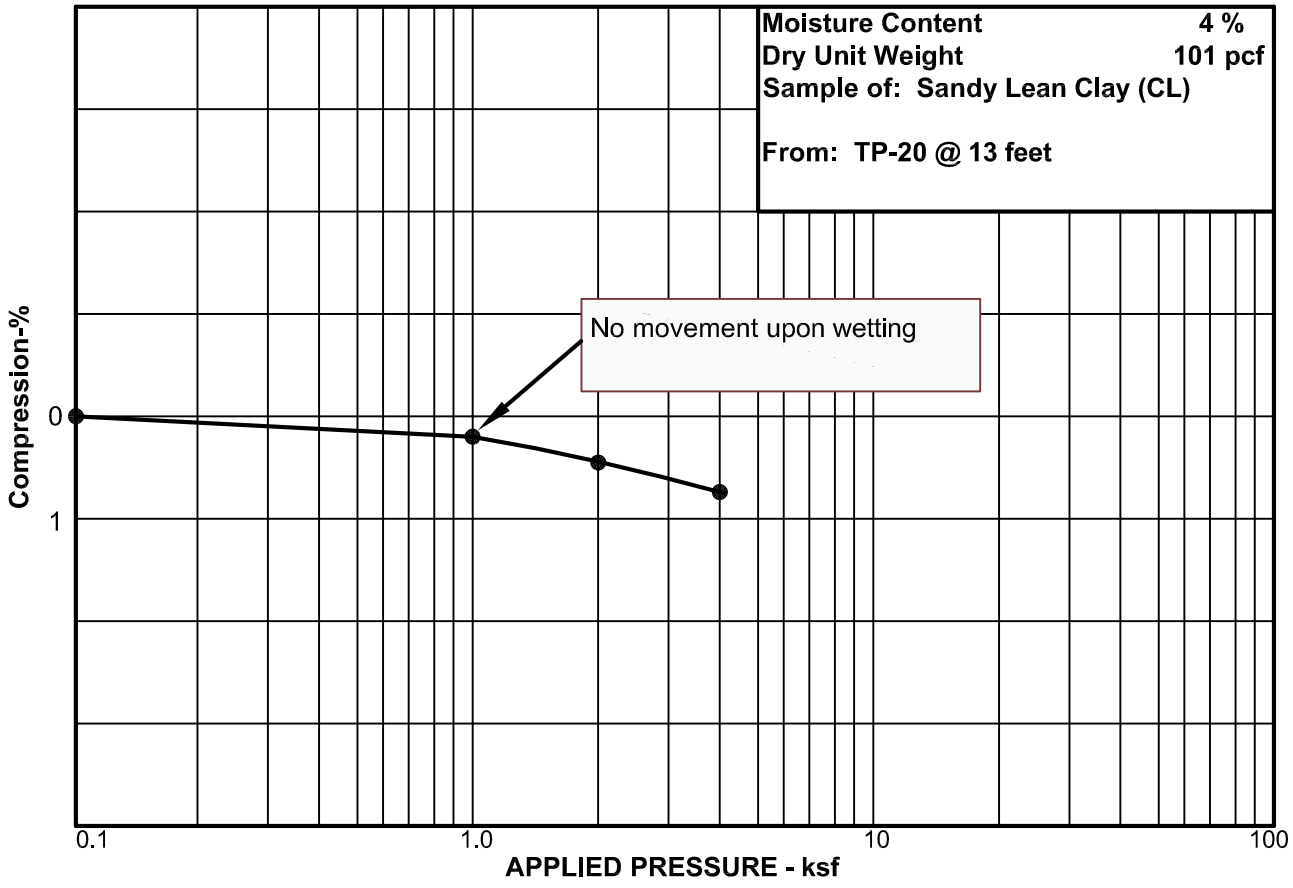
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Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 10**

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Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 11**

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TABLE I

SUMMARY OF LABORATORY TEST RESULTS

Desert Cliff Area

Project Number 2200519

Sample Location		Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Sample Classification
Test Pit No.	Depth (feet)			Gravel (%)	Sand (%)	Silt/ clay (%)	Liquid Limit (%)	Plasticity Index (%)	
TP-1	6	3	95			67			Sandy Silt (ML)
TP-3	6	2	89			41			Silty Sand (SM)
TP-4	5	3	87			59			Sandy Silt (ML)
TP-4	19	2	141			98	39	17	Mudstone Bedrock
TP-6	5½	5	95			60			Sandy Silt (ML)
TP-7	4	<1	87			96			Silt (ML)
TP-8	5	3	86			64			Sandy Silt (ML)
TP-8	12	3	88			72			Silt with Sand (ML)
TP-12	5	2		30	33	37			Silty Gravel with Sand (GM)
TP-12	8	2	115			75	25	15	Mudstone Bedrock
TP-13	6	4	87			68			Sandy Silt (ML)
TP-13	13	7	93			93			Silt (ML)
TP-17	5	5	85			77			Silt with Sand (ML)
TP-18	12	4	87			84			Silt with Sand (ML)
TP-19	5	4	82			77			Silt with Sand (ML)
TP-20	13	4	101			76			Sandy Lean Clay (CL)
TP-21	13	1	96			60			Sandy Silt (ML)

EXHIBIT F
DESERT HAVEN DRAINAGE STUDY

DESERT HAVEN SUBDIVISION, OFFSITE ONLY

Preliminary Drainage Study



Prepared By:

DEVELOPMENT SOLUTIONS

113 East 200 North Suite #2
St. George, Utah 84770
(435) 628-2121

July, 2026

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APPENDIX

1.0 INTRODUCTION

This Drainage Study addresses the hydrologic impacts of offsite runoff on the proposed Desert Haven subdivision, located in the Desert Canyons Master Planned Development in St. George, Utah. The objective of this study is to analyze the off-site hydrology under current conditions, and to analyze the impact of runoff on the proposed development located within the Hillside Overlay Zone. Flow patterns, points of discharge, and peak runoff are evaluated and compared to determine compliance with City of St. George drainage requirements. A plan was developed for the conveyance of storm flows through and around the site, establishment of flow rates for use as the basis of design for permanent and temporary flood protection facilities, and for the determination of potential impacts to adjacent properties and facilities.

2.0 PROJECT DESCRIPTION

2.1 Location

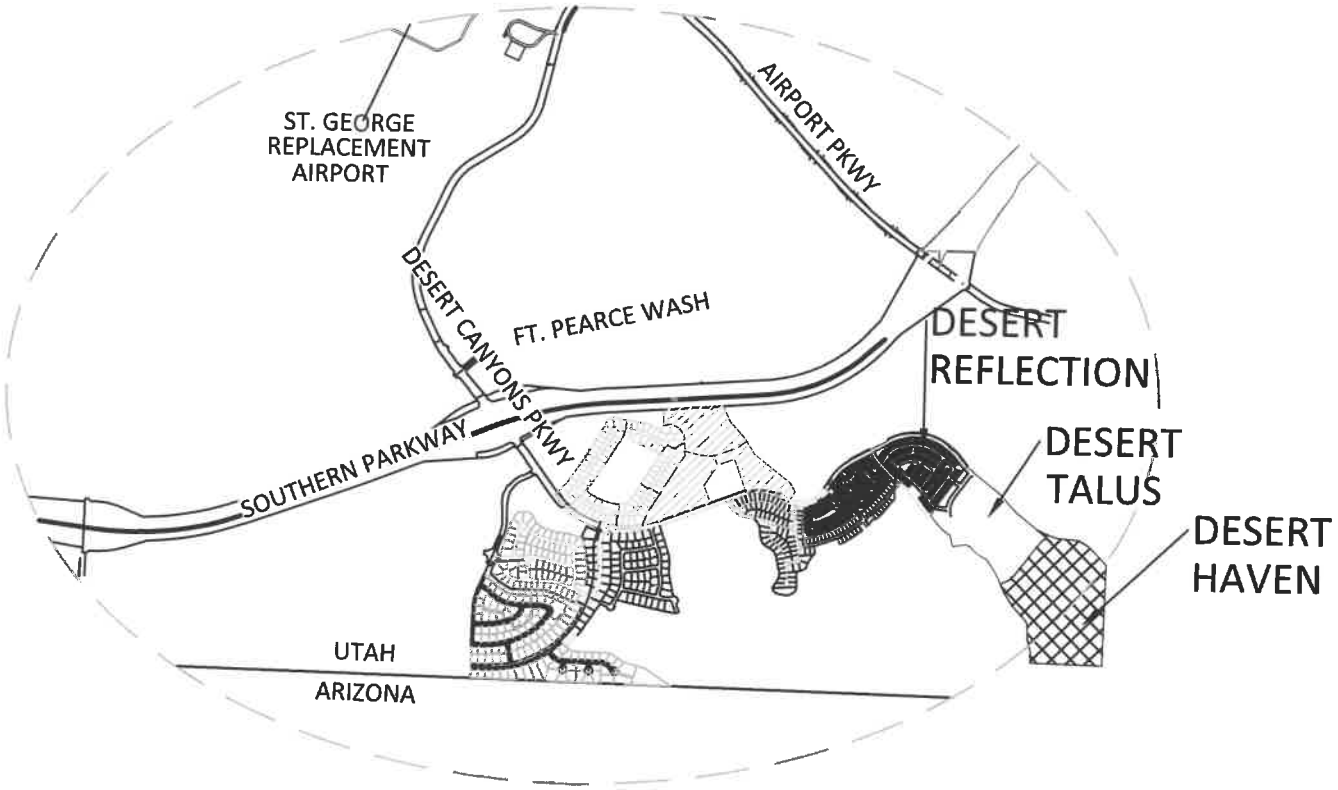
The project site is in the southern portion of St. George City, within portions of Sections 35, and 36, Township 43 South, Range 15 West, Salt Lake Base and Meridian. The proposed Desert Haven development is located immediately south of the Desert Talus residential subdivision. Desert abuts the Utah/Arizona state line on the south. A map illustrating the location of the project in relation to St. George and the surrounding area is presented in Figure 1 of the Appendix.

2.2 Project Description

The proposed Desert Haven residential subdivision project consists of R-1 zoned, single-family detached units to be constructed on approximately 55 acres. The undeveloped project site is in an upland terrace area. Properties surrounding the project site are undeveloped and consist primarily of sparsely vegetated desert habitat. The project site is bounded on the northeast by the Ft. Pearce Wash floodplain. A portion of the site is encroached by the current floodplain.

2.3 Soils

Soils information was referenced from the USDA Web Soil Survey. A copy of the soil map is included in the Appendix. Soils found within onsite sub-basins consist primarily of the Junction fine sandy loam (hydrologic group "A"), and Hobcan fine sandy loam (hydrologic group "B"), respectively. Soils found within offsite sub-basins consist primarily of the Hobcan fine sandy loam (hydrologic group "B"), and minor outcropping of Stony colluvial land are found in the offsite steep hillside area (estimated hydrologic group "D"), and Junction fine sandy loam (hydrologic group "A"). Composite SCS Curve number calculations based upon soil types and land uses are included in the Appendix.



VICINITY MAP

NOT TO SCALE

FIGURE 1

3.0 DRAINAGE BASINS

3.1 FEMA Floodplain

Based upon the current Flood Insurance Rate Map (FIRM), a portion of the site (Phases 1-2) lie entirely within an area designated as Zone "X", defined by FEMA as an area outside the 100-year floodplain. Other proposed phases lie within area designated as zone AE, as shown on FEMA map ID 49053C1063G, effective 4/2/2009, and LOMR 22-08-0356P, effective 5/2/2023.

3.2 Master Plan Drainage Facilities

No master planned drainage facilities are addressed in the St. George City Master Drainage Study within the project boundaries.

3.3 Existing Drainage Conditions

The existing hydrologic conditions consist of flat to moderately steep upland areas. The site is rough graded and drains to the northeast to the Ft Pearce wash. Offsite drainage consists of runoff from undeveloped subbasins located west of the project site which drain to the westerly project boundary (Subbasins OFF8, OFF9, and OFF10). Existing offsite hydrologic conditions are illustrated on Figure 2.

3.4 Developed Drainage Conditions

The proposed Desert Haven development will consist of R-1 zoned single-family detached units with appurtenant improved public streets, detention/retention facilities, and storm drain facilities. Runoff generated offsite will be conveyed within natural and graded swale to the proposed onsite detention basin facilities. Additional storage and orifice-controlled outlet structures provide additional detention volume, thus reducing the overall peak runoff rates to a pre-development condition, or less.

LEGEND:

DEVELOPED CONDITION DRAINAGE BASIN BOUNDARY

DV10 — DRAINAGE BASIN LABEL

Q100=5 cfs
SD=3 cfs
Vel=5.6 fps
d=0.58 ft

SURFACE RUNOFF @ POINT OF CONCENTRATION W/ Q100 RUNOFF, (STORM DRAIN (SD) RUNOFF), VELOCITY, DEPTH OF FLOW

SCALE: 1"=300'

OFF5

OFF6

OFF7

OFF8

OFF9

OFF10

Q100=5.8 cfs

Q100=1 cfs

Q100=13.8 cfs

FIGURE

EXISTING OFFSITE CONDITIONS
DESERT HAVEN
@ DESERT CANYONS

DEVELOPMENT SOLUTIONS GROUP

4.0 HYDROLOGICAL DESIGN METHODS

4.1 Rainfall Methodology

The rainfall and runoff data developed for this hydrologic analysis was prepared for use with the Army Corp of Engineering's program HEC-HMS in accordance with the City of St. George Drainage Design Manual. HEC-HMS input data was generated using the St. George Drainage Manual. Runoff modeling was performed for the 10-year and 100-year storm frequencies.

A 100-year, 3-hour point rainfall depth of 1.64 inches was utilized in the HEC-HMS portion of this hydrology analysis to size the detention basin and calculate street flows. A 10-year, 3-hour point rainfall depth of 1.00 inch was utilized to size the storm drain system. Point rainfall depths for the 24-hour storm of 1.68 inches and 2.51 inches were assumed for the 10-year and 100-year rainfall events, respectively. No area reduction was utilized in the point rainfall determinations.

4.2 Runoff Methodology

The SCS Curve number method was used for the loss calculations in all scenarios. The curve numbers for the water sheds were determined using a weighted average based on soil type, vegetation and land use. The lag time for each basin was calculated using both the travel time component method and the SCS empirical method. The shortest lag time was then used in the transform analysis. The time of concentration was calculated as follows:

$T_c = T_i + T_t$

where:

T_c = Time of concentration

T_i = Initial, inlet or sheet flow travel time

T_t = Travel time for shallow concentrated flow

Initial flow time was calculated as follows:

$T_i = 0.007(nL)^{0.8}/(P_2)^{0.5}s^{0.4}$

where:

T_i = Initial overland travel time (minutes)

n = manning's number

L = sheet flow length (typically less than 300 feet)

P_2 = 2-yr 24-hr precipitation (inches)

s = slope (ft/ft)

Shallow concentrated flow travel time was calculated as follows:

$T_t = L/3600V$

Where:

T_t = travel time for shallow concentrated flow

L = flow length (feet)

V = average velocity (ft/s)

The lag time was calculated as follows: $T_{lag} = 0.6T_c$ (hours)

5.0 RESULTS OF ANALYSIS

5.1 Peak Runoff

Historical, existing on-site, and developed on-site calculated peak runoff at critical points of discharge for the site are indicated on Figure 3, and in Table 1 below.

Table 1.
Calculated Runoff

Hydrologic Condition/Basin	3-hr FF		24-hour
	Q10 (cfs)	Q100 (cfs)	Q10 (cfs)
Existing Conditions			
OFF8	1	10	2.9
OFF9	<1	2.1	<1
OFF10	3.3	29.7	10.9
Reservoir 3 discharge	<1	5.8	2.4
Reservoir 4 discharge	1.6	13.8	6.7

*Includes onsite routing and detention.

5.2 Stormwater Runoff Detention

Sufficient stormwater detention is proposed to mitigate excess developed condition runoff. The two on-site detention basins include at least 6" of sediment capture, as well as detention of the offsite runoff prior to discharge to the proposed onsite storm drain system. Maximum pool detention volumes of 0.75 and 1.2 acre feet for detention basins 3 and 4, respectively, are sufficient to reduce peak offsite flow rates to levels sufficient for future downstream conveyance capacities.

6.0 CONCLUSIONS

Street and storm drain improvements are designed to convey the calculated 100-yr and 10-yr storm event runoff within the limits established by the City of St. George. Existing condition peak stormwater runoff rates will not be exceeded after the proposed project is constructed.

APPENDIX

HYDROLOGIC CRITERIA AND DRAINAGE DESIGN MANUAL

TIME OF CONCENTRATION

PROJECT: DESERT HAVEN **Run:** Final

FILE : SF4

CALCULATED BY: kmm **DATE :** 7/28/2026

Sub-Basin Data					Initial/Overland Time (Ti)			Travel Time (Tt)				Tc	Tc Check (Urbanized Basins)		Final Tc	Tlag	Remarks
DESIG (1)	CN	K (2)	AREA (acres) (3)	AREA (mi^2)	LENGTH (ft) (4)	SLOPE (%) (5)	Ti (min) (6)	LENGTH (ft) (7)	SLOPE (%) (8)	VELOCITY (fps) (9)	Tt (min) (10)	Tc=Ti+Tt (min) (11)	TOTAL (ft) (12)	Tc (min) (13)	(min) (14)	Tlag (min)	
OFFSITE BASINS - EXISTING CONDITIONS																	
OFF8	78	0.640	20.20	0.0316	300	24.00	5.0	832	10.00	4.1	3.4	8.4	1132.0	NA	8.4	5	
OFF9	78	0.640	4.30	0.0067	280	25.00	4.7	325	1.00	2.5	2.2	6.9	605.0	NA	6.9	4	use 5 min
OFF10	78	0.640	75.00	0.1172	300	25.00	4.9	3500	6.00	3.8	15.4	20.3	3800.0	NA	20.3	12	

TI=(1.8(1.1-K)L^(1/2))/(S^1/3)

Tc= Ti+TT

K=0.0132(CN)-.39

Tlag=.6Tc

* Soil is Type 'C'.

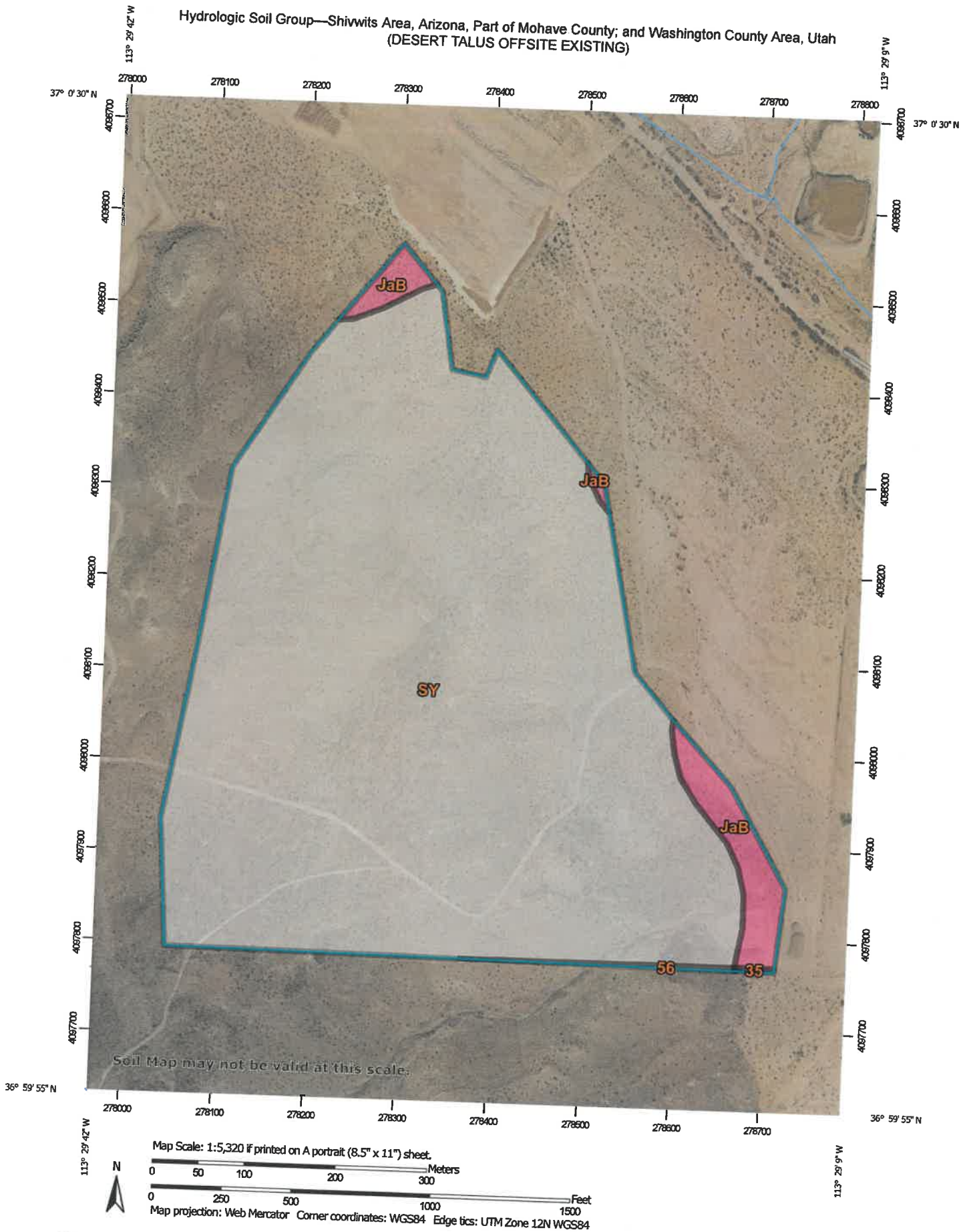
REFERENCE:

STANDARD FORM 4

99.50

Hydrologic Criteria

Hydrologic Soil Group—Shivwits Area, Arizona, Part of Mohave County; and Washington County Area, Utah
(DESERT TALUS OFFSITE EXISTING)



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Shivwits Area, Arizona, Part of Mohave County
Survey Area Data: Version 21, Aug 29, 2024

Soil Survey Area: Washington County Area, Utah
Survey Area Data: Version 18, Aug 28, 2024

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 8, 2022—Sep 29, 2022

Hydrologic Soil Group—Shivwits Area, Arizona, Part of Mohave County; and Washington County Area, Utah
(DESERT TALUS OFFSITE EXISTING)

MAP LEGEND

MAP INFORMATION

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
35	Hobcan fine sandy loam, 1 to 5 percent slopes	B	0.0	0.1%
56	Nikey family-Ruesh family-Rock outcrop complex, 10 to 40 percent slopes		0.1	0.2%
Subtotals for Soil Survey Area			**0.2**	**0.2%**
Totals for Area of Interest			**84.4**	**100.0%**

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
JaB	Junction fine sandy loam, 1 to 2 percent slopes	A	3.6	4.3%
SY	Stony colluvial land		80.6	95.5%
Subtotals for Soil Survey Area			**84.2**	**99.8%**
Totals for Area of Interest			**84.4**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

HEC-RAS Output Summaries
Desert Haven Subdivision
Offsite Runoff
Existing and Developed Conditions
100-Yr., 10-Yr. Storm Events

Project: Desert Haven Offsite
Simulation Run: 10-yr 24-hr
Simulation Start: 31 December 2023, 24:00
Simulation End: 1 January 2024, 24:00

HMS Version: 4.13
Executed: 29 July 2026, 18:37

Global Parameter Summary - Subbasin

Area (MI2)

Element Name	Area (MI2)
Off10	0.12
Off8	0.03
Off9	0.01

Downstream

Element Name	Downstream
Off10	Reservoir - 4
Off8	Reservoir - 3
Off9	Junction - 1

Loss Rate: Scs

Element Name	Percent Impervious Area	Curve Number
Off10	0	78
Off8	0	78
Off9	0	78

Transform: Scs

Element Name	Lag	Unitgraph Type
Off10	12	Standard
Off8	5	Standard
Off9	5	Standard

Global Parameter Summary - Reach

Downstream

Element Name	Downstream
Reach - 2	Junction - 2
Reach - 1	Reservoir - 3
Reach - 3	Junction - 3

Route: Muskingum Cunge

Element Name	Method	Channel	Length (FT)	Energy Slope (FT/FT)	Mannings n	Diameter	Initial Variable	Space - Time Method	Index Parameter Type	Index Flow	Maximum Depth Iterations	Maximum Route Step Iterations
Reach - 2	Muskingum Cunge	Circular	300	0.01	0.01	2	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 1	Muskingum Cunge	Circular	100	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 3	Muskingum Cunge	Circular	300	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30

Global Results Summary

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off10	0.12	10.88	01Jan2024, 12:30	0.31
Reservoir - 4	0.12	6.76	01Jan2024, 13:00	0.31
Reach - 2	0.12	6.72	01Jan2024, 13:00	0.31
Junction - 2	0.12	6.72	01Jan2024, 13:00	0.31
Off8	0.03	2.93	01Jan2024, 12:30	0.31
Off9	0.01	0.62	01Jan2024, 12:30	0.31
Junction - 1	0.01	0.62	01Jan2024, 12:30	0.31
Reach - 1	0.01	0.62	01Jan2024, 12:30	0.31
Reservoir - 3	0.04	2.42	01Jan2024, 13:00	0.31
Reach - 3	0.04	2.4	01Jan2024, 13:00	0.31
Junction - 3	0.04	2.4	01Jan2024, 13:00	0.31

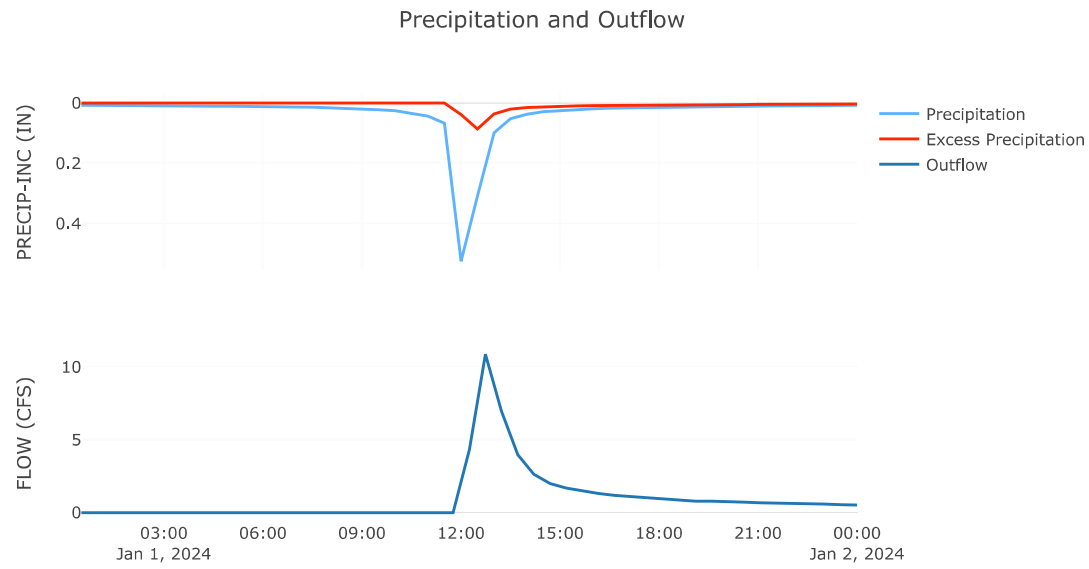
Subbasin: OFF10

Area (MI2) : 0.12
Downstream : Reservoir - 4

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	12
Unitgraph Type	Standard

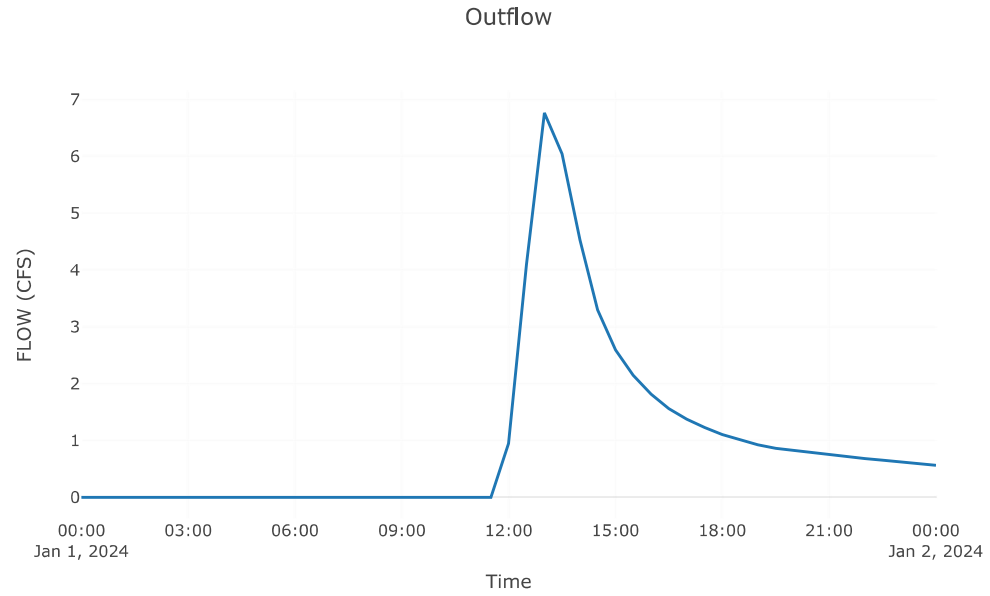
Results: OFF10	
Peak Discharge (CFS)	10.88
Time of Peak Discharge	01Jan2024, 12:30
Volume (IN)	0.31
Precipitation Volume (AC - FT)	10.48
Loss Volume (AC - FT)	8.51
Excess Volume (AC - FT)	1.97
Direct Runoff Volume (AC - FT)	1.95
Baseflow Volume (AC - FT)	0



Reservoir: Reservoir-4

Downstream : Reach - 2

Results: Reservoir-4	
Peak Discharge (CFS)	6.76
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31
Peak Inflow (CFS)	10.88
Time of Peak Inflow	01Jan2024, 12:30
Inflow Volume (AC - FT)	1.95
Maximum Storage (AC - FT)	0.62
Peak Elevation (FT)	2792.75
Discharge Volume (AC - FT)	1.91



Reach: Reach-2

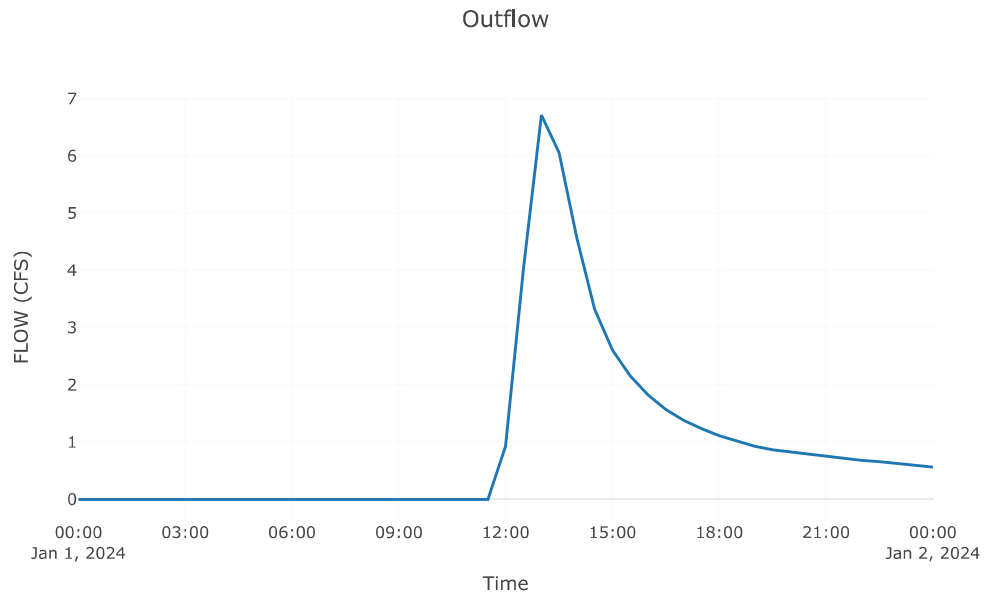
Downstream : Junction - 2

Route: Muskingum Cunge

Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	2
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

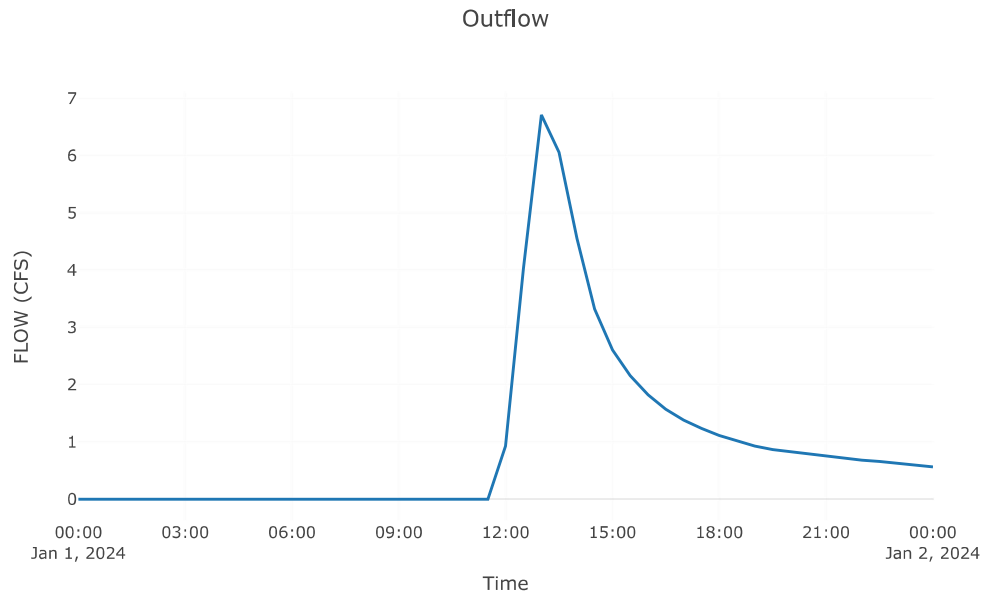
Results: Reach-2

Peak Discharge (CFS)	6.72
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31
Peak Inflow (CFS)	6.76
Inflow Volume (AC - FT)	1.91



Junction: Junction-2

Results: Junction-2	
Peak Discharge (CFS)	6.72
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31



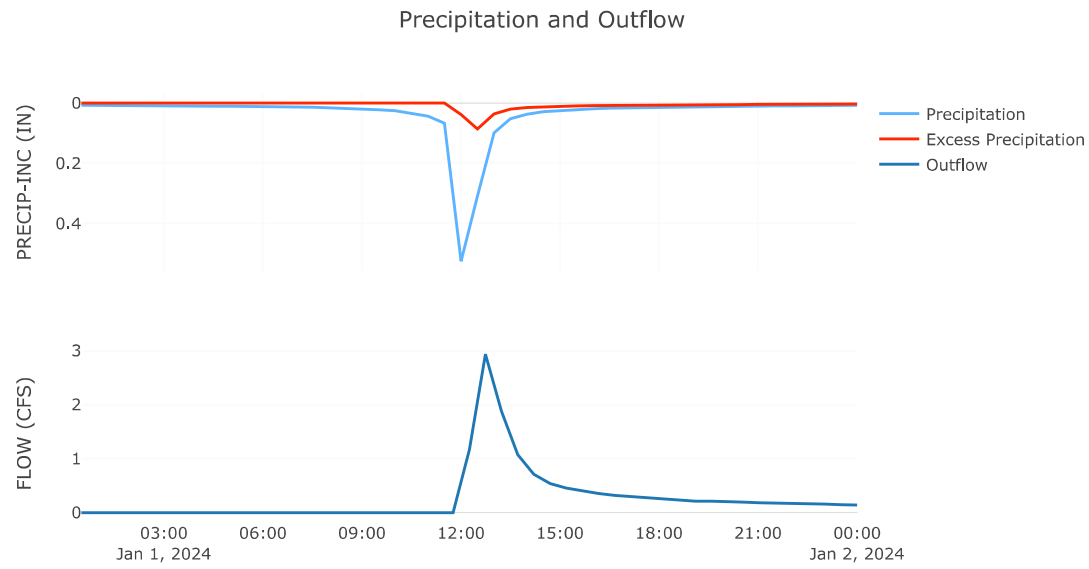
Subbasin: OFF8

Area (MI2) : 0.03
Downstream : Reservoir - 3

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	5
Unitgraph Type	Standard

Results: OFF8	
Peak Discharge (CFS)	2.93
Time of Peak Discharge	01Jan2024, 12:30
Volume (IN)	0.31
Precipitation Volume (AC - FT)	2.83
Loss Volume (AC - FT)	2.3
Excess Volume (AC - FT)	0.53
Direct Runoff Volume (AC - FT)	0.53
Baseflow Volume (AC - FT)	0



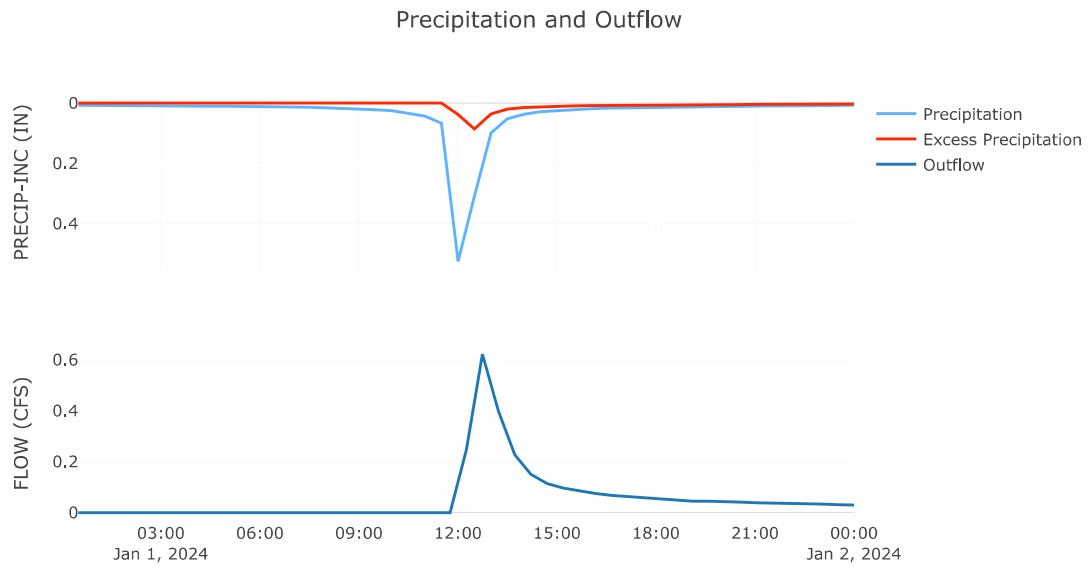
Subbasin: OFF9

Area (MI2) : 0.01
Downstream : Junction - 1

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

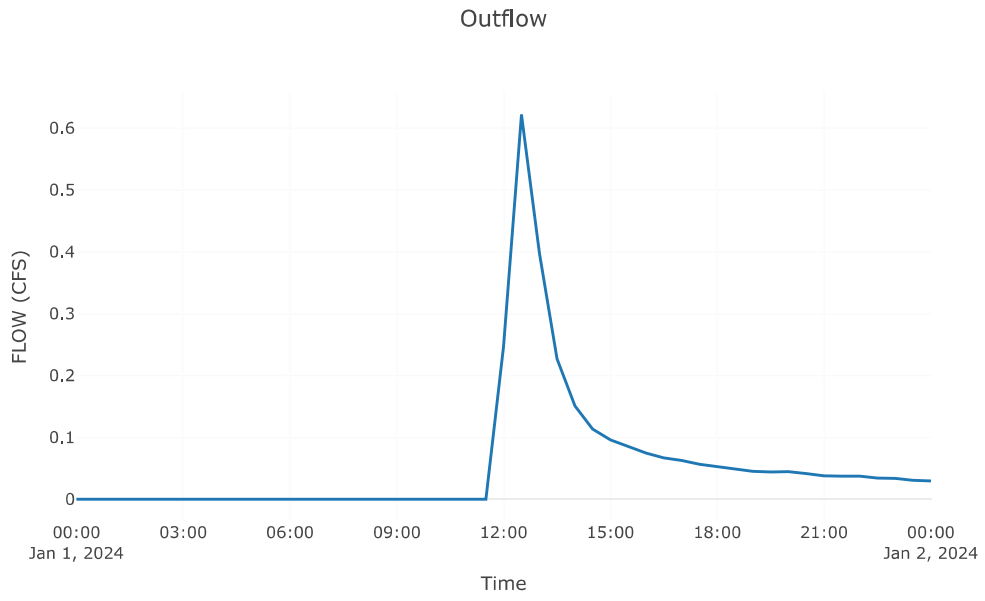
Transform: Scs	
Lag	5
Unitgraph Type	Standard

Results: OFF9	
Peak Discharge (CFS)	0.62
Time of Peak Discharge	01Jan2024, 12:30
Volume (IN)	0.31
Precipitation Volume (AC - FT)	0.6
Loss Volume (AC - FT)	0.49
Excess Volume (AC - FT)	0.11
Direct Runoff Volume (AC - FT)	0.11
Baseflow Volume (AC - FT)	0



Junction: Junction-1

Results: Junction-1	
Peak Discharge (CFS)	0.62
Time of Peak Discharge	01Jan2024, 12:30
Volume (IN)	0.31

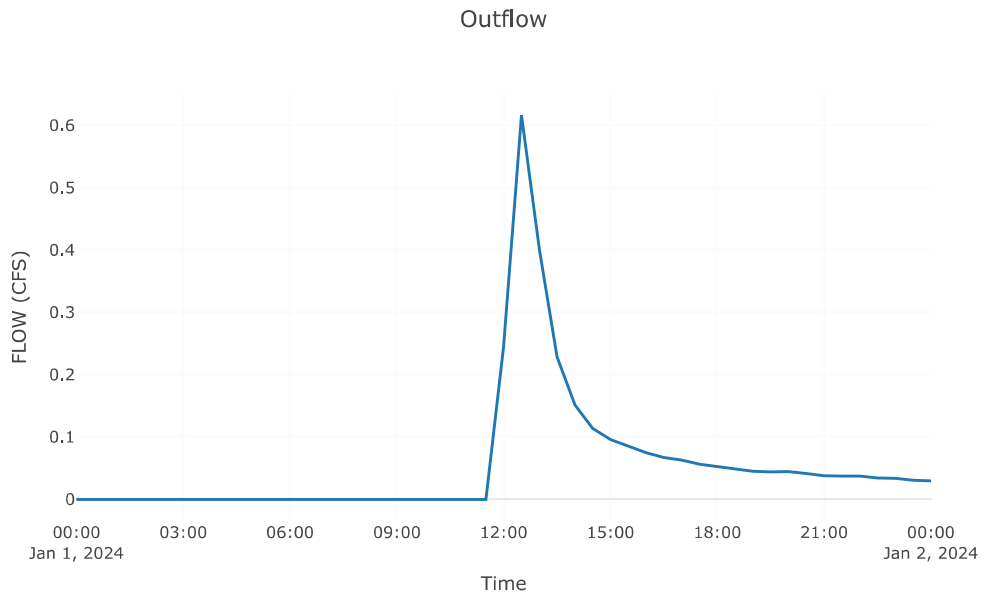


Reach: Reach-1

Downstream : Reservoir - 3

Route: Muskingum Cunge	
Method	Muskingum Cunge
Channel	Circular
Length (FT)	100
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

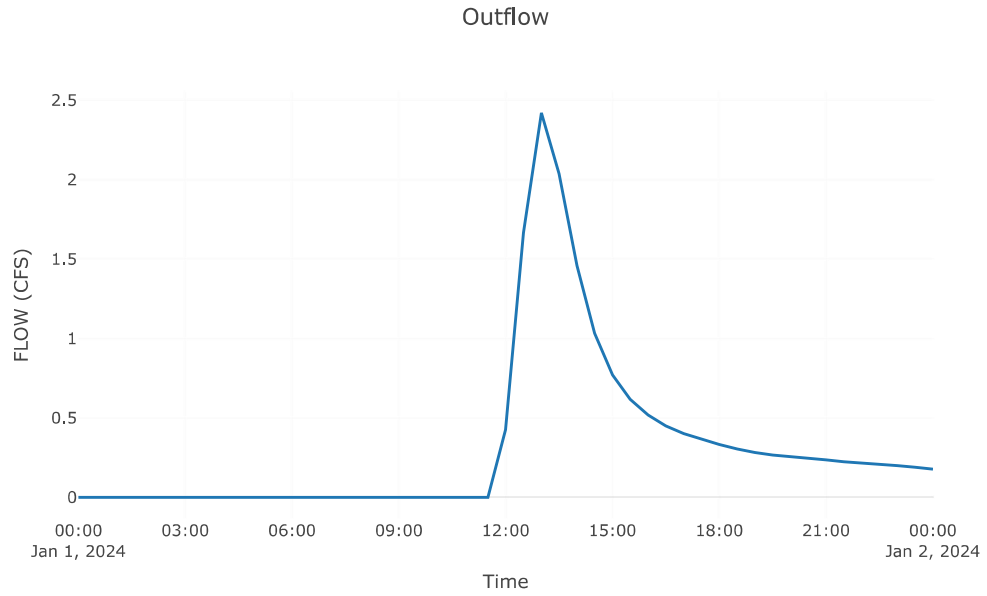
Results: Reach-1	
Peak Discharge (CFS)	0.62
Time of Peak Discharge	01Jan2024, 12:30
Volume (IN)	0.31
Peak Inflow (CFS)	0.62
Inflow Volume (AC - FT)	0.11



Reservoir: Reservoir-3

Downstream : Reach - 3

Results: Reservoir-3	
Peak Discharge (CFS)	2.42
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31
Peak Inflow (CFS)	3.55
Time of Peak Inflow	01Jan2024, 12:30
Inflow Volume (AC - FT)	0.64
Maximum Storage (AC - FT)	0.24
Peak Elevation (FT)	2776.81
Discharge Volume (AC - FT)	0.63



Reach: Reach-3

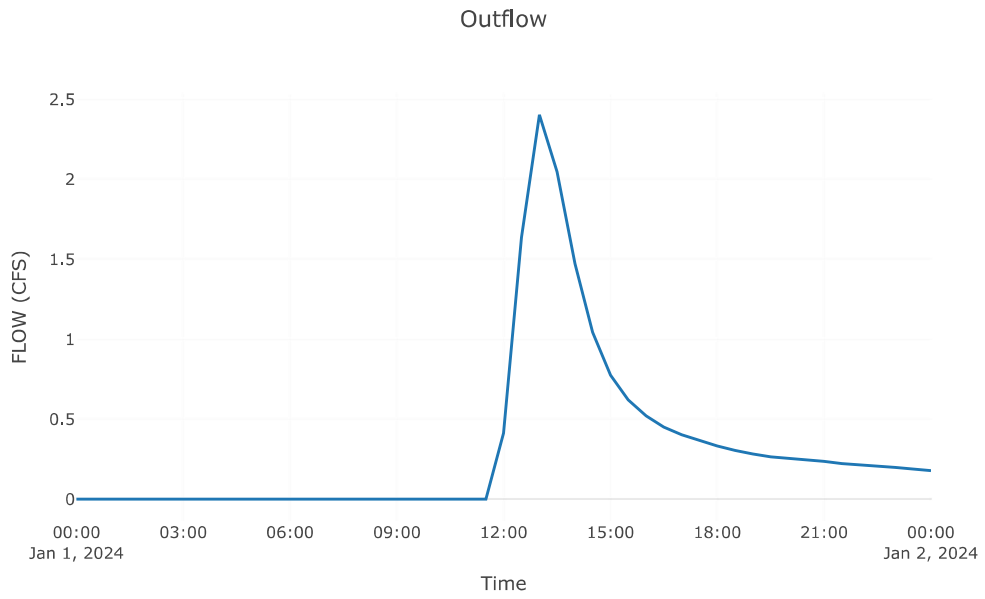
Downstream : Junction - 3

Route: Muskingum Cunge

Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

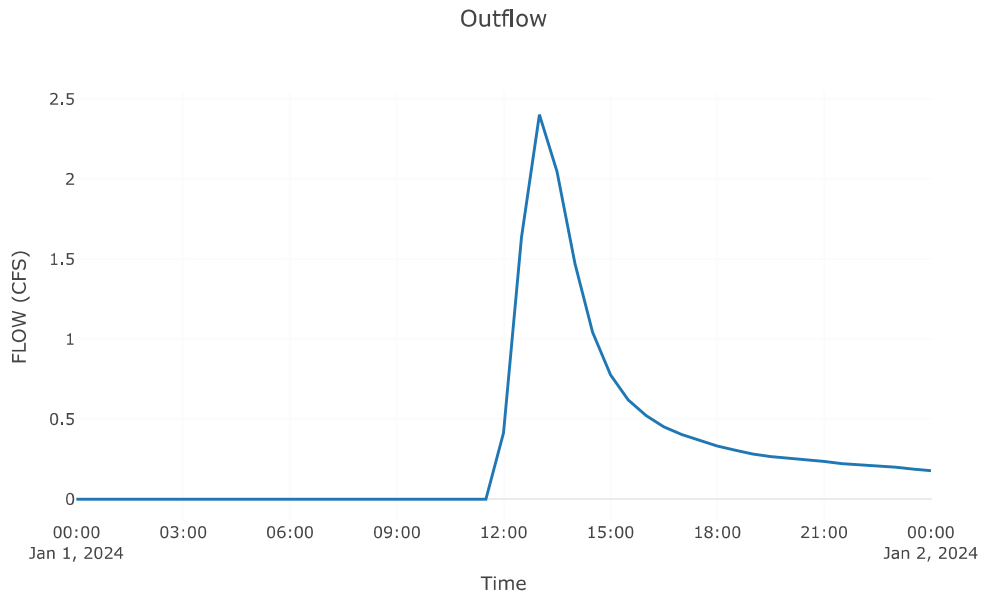
Results: Reach-3

Peak Discharge (CFS)	2.4
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31
Peak Inflow (CFS)	2.42
Inflow Volume (AC - FT)	0.63



Junction: Junction-3

Results: Junction-3	
Peak Discharge (CFS)	2.4
Time of Peak Discharge	01Jan2024, 13:00
Volume (IN)	0.31



Project: Desert Haven Offsite
Simulation Run: 10-YR_3-HR
Simulation Start: 31 December 2022, 24:00
Simulation End: 1 January 2023, 03:00

HMS Version: 4.13
Executed: 29 July 2026, 18:36

Global Parameter Summary - Subbasin

Area (MI2)

Element Name	Area (MI2)
Off10	0.12
Off8	0.03
Off9	0.01

Downstream

Element Name	Downstream
Off10	Reservoir - 4
Off8	Reservoir - 3
Off9	Junction - 1

Loss Rate: Scs

Element Name	Percent Impervious Area	Curve Number
Off10	0	78
Off8	0	78
Off9	0	78

Transform: Scs

Element Name	Lag	Unitgraph Type
Off10	12	Standard
Off8	5	Standard
Off9	5	Standard

Global Parameter Summary - Reach

Downstream

Element Name	Downstream
Reach - 2	Junction - 2
Reach - 1	Reservoir - 3
Reach - 3	Junction - 3

Route: Muskingum Cunge

Element Name	Method	Channel	Length (FT)	Energy Slope (FT/FT)	Mannings n	Diameter	Initial Variable	Space - Time Method	Index Parameter Type	Index Flow	Maximum Depth Iterations	Maximun Route Step Iteration
Reach - 2	Muskingum Cunge	Circular	300	0.01	0.01	2	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 1	Muskingum Cunge	Circular	100	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 3	Muskingum Cunge	Circular	300	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30

Global Results Summary

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off10	0.12	3.3	01Jan2023, 01:10	0.05
Reservoir - 4	0.12	1.56	01Jan2023, 01:50	0.04
Reach - 2	0.12	1.56	01Jan2023, 01:50	0.04
Junction - 2	0.12	1.56	01Jan2023, 01:50	0.04
Off8	0.03	1.03	01Jan2023, 01:00	0.06
Off9	0.01	0.22	01Jan2023, 01:00	0.06
Junction - 1	0.01	0.22	01Jan2023, 01:00	0.06
Reach - 1	0.01	0.22	01Jan2023, 01:05	0.06
Reservoir - 3	0.04	0.66	01Jan2023, 01:30	0.04
Reach - 3	0.04	0.65	01Jan2023, 01:30	0.04
Junction - 3	0.04	0.65	01Jan2023, 01:30	0.04

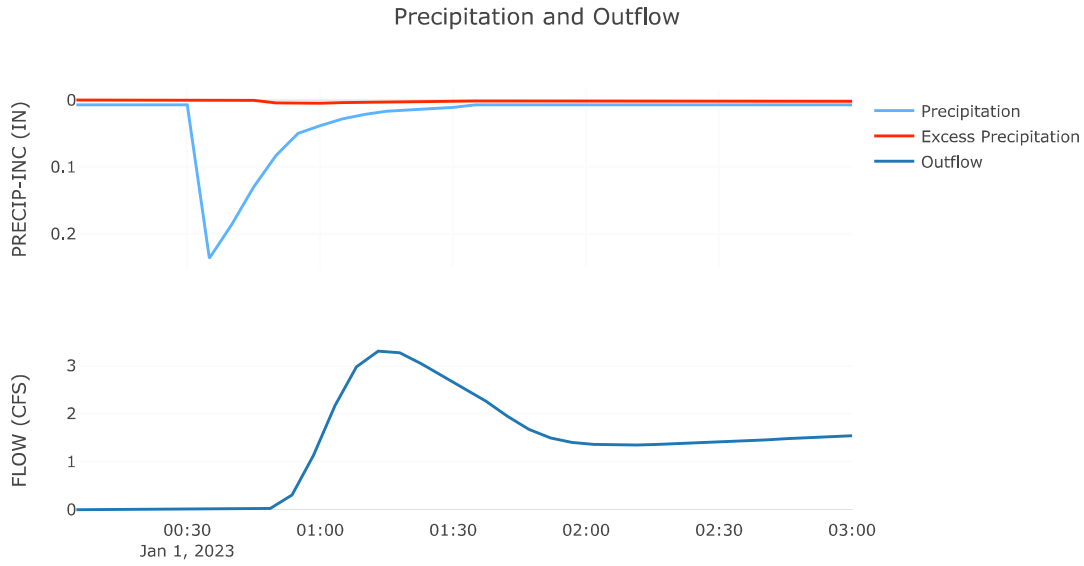
Subbasin: OFF10

Area (MI2) : 0.12
Downstream : Reservoir - 4

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	12
Unitgraph Type	Standard

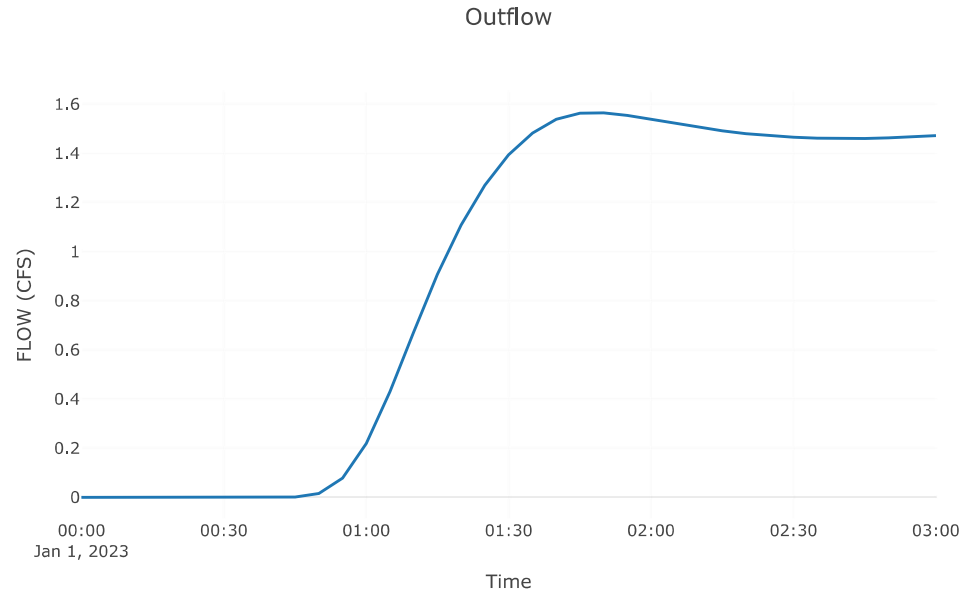
Results: OFF10	
Peak Discharge (CFS)	3.3
Time of Peak Discharge	01Jan2023, 01:10
Volume (IN)	0.05
Precipitation Volume (AC - FT)	6.25
Loss Volume (AC - FT)	5.89
Excess Volume (AC - FT)	0.37
Direct Runoff Volume (AC - FT)	0.33
Baseflow Volume (AC - FT)	0



Reservoir: Reservoir-4

Downstream : Reach - 2

Results: Reservoir-4	
Peak Discharge (CFS)	1.56
Time of Peak Discharge	01Jan2023, 01:50
Volume (IN)	0.04
Peak Inflow (CFS)	3.3
Time of Peak Inflow	01Jan2023, 01:10
Inflow Volume (AC - FT)	0.33
Maximum Storage (AC - FT)	0.31
Peak Elevation (FT)	2791.52
Discharge Volume (AC - FT)	0.22



Reach: Reach-2

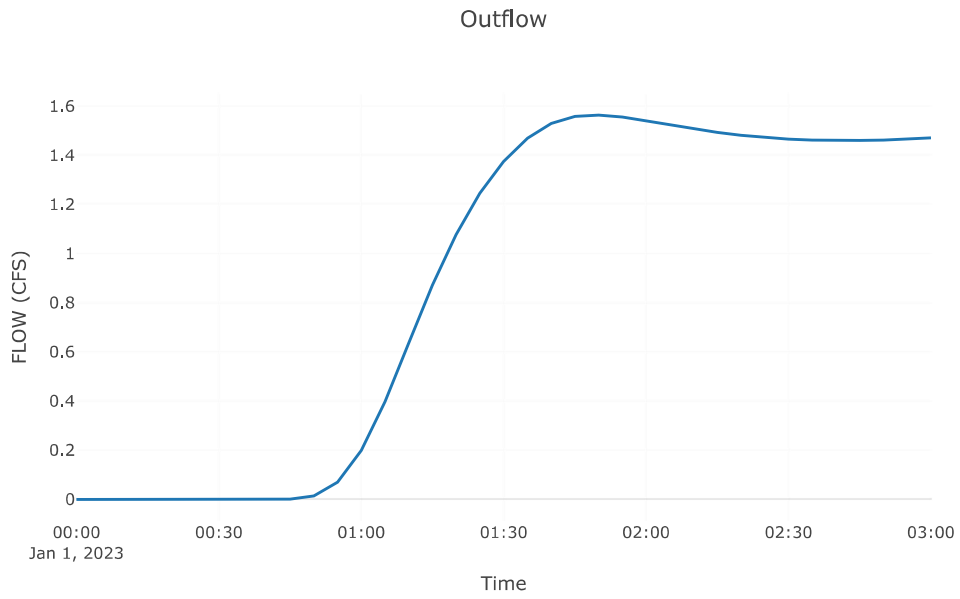
Downstream : Junction - 2

Route: Muskingum Cunge

Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	2
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

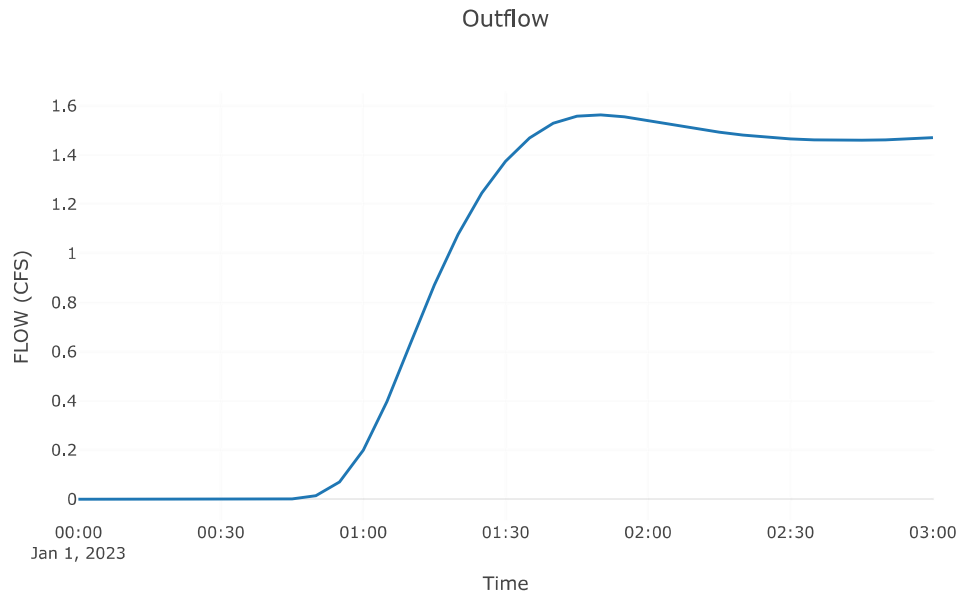
Results: Reach-2

Peak Discharge (CFS)	1.56
Time of Peak Discharge	01Jan2023, 01:50
Volume (IN)	0.04
Peak Inflow (CFS)	1.56
Inflow Volume (AC - FT)	0.22



Junction: Junction-2

Results: Junction-2	
Peak Discharge (CFS)	1.56
Time of Peak Discharge	01Jan2023, 01:50
Volume (IN)	0.04



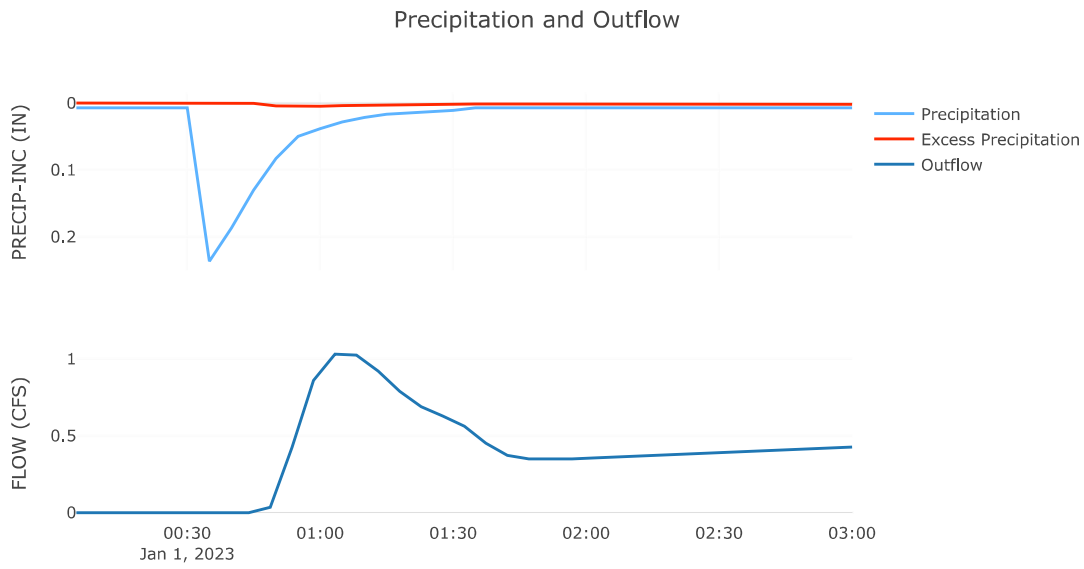
Subbasin: OFF8

Area (MI2) : 0.03
Downstream : Reservoir - 3

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	5
Unitgraph Type	Standard

Results: OFF8	
Peak Discharge (CFS)	1.03
Time of Peak Discharge	01Jan2023, 01:00
Volume (IN)	0.06
Precipitation Volume (AC - FT)	1.69
Loss Volume (AC - FT)	1.59
Excess Volume (AC - FT)	0.1
Direct Runoff Volume (AC - FT)	0.09
Baseflow Volume (AC - FT)	0



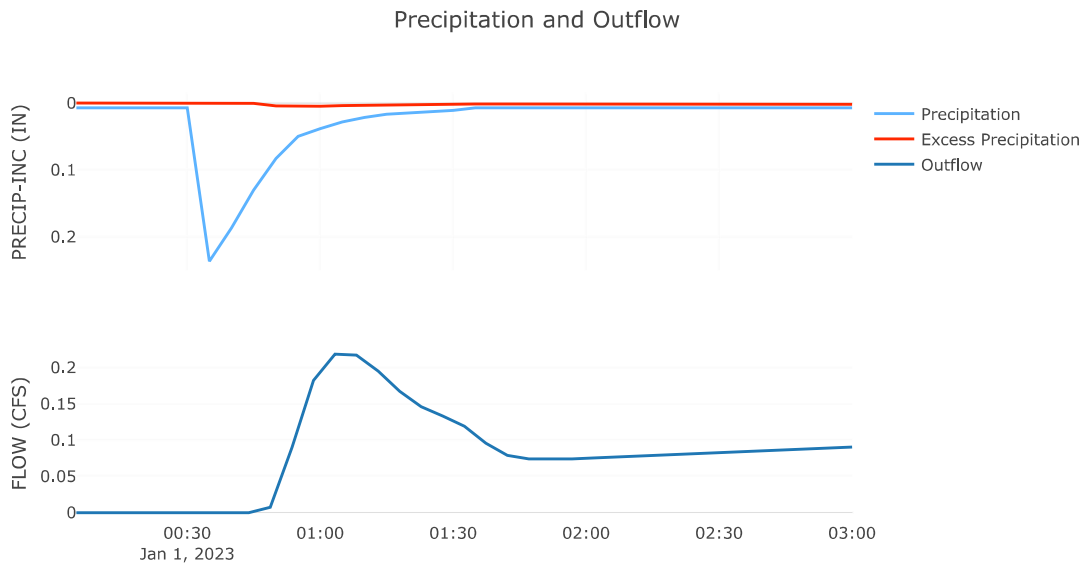
Subbasin: OFF9

Area (MI2) : 0.01
Downstream : Junction - 1

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

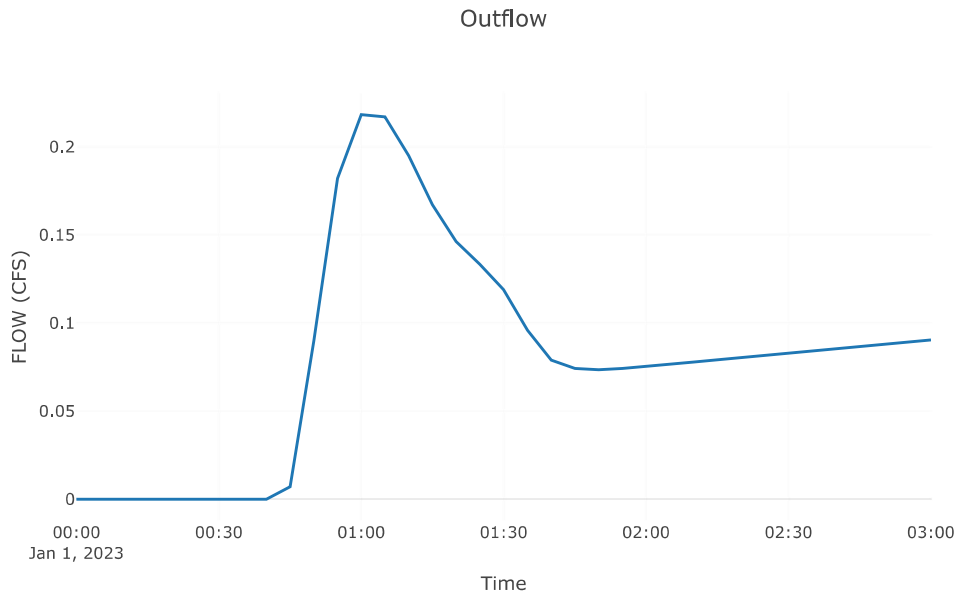
Transform: Scs	
Lag	5
Unitgraph Type	Standard

Results: OFF9	
Peak Discharge (CFS)	0.22
Time of Peak Discharge	01Jan2023, 01:00
Volume (IN)	0.06
Precipitation Volume (AC - FT)	0.36
Loss Volume (AC - FT)	0.34
Excess Volume (AC - FT)	0.02
Direct Runoff Volume (AC - FT)	0.02
Baseflow Volume (AC - FT)	0



Junction: Junction-1

Results: Junction-1	
Peak Discharge (CFS)	0.22
Time of Peak Discharge	01Jan2023, 01:00
Volume (IN)	0.06

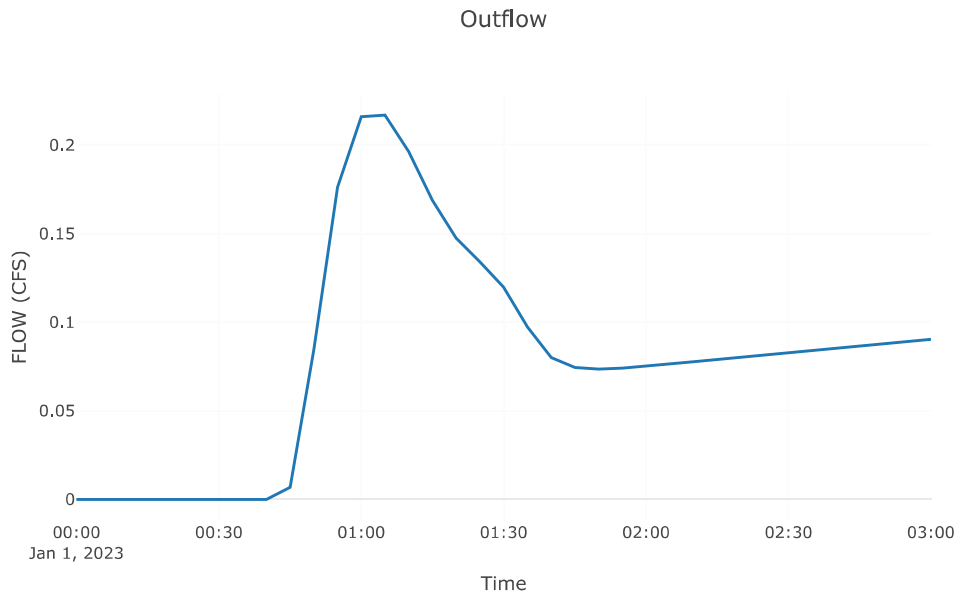


Reach: Reach-1

Downstream : Reservoir - 3

Route: Muskingum Cunge	
Method	Muskingum Cunge
Channel	Circular
Length (FT)	100
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

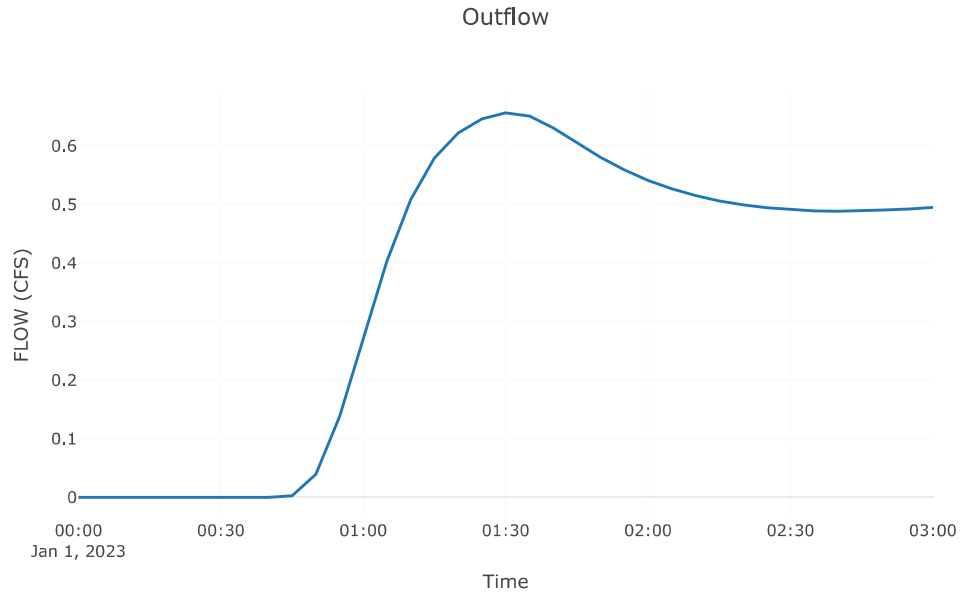
Results: Reach-1	
Peak Discharge (CFS)	0.22
Time of Peak Discharge	01Jan2023, 01:05
Volume (IN)	0.06
Peak Inflow (CFS)	0.22
Inflow Volume (AC - FT)	0.02



Reservoir: Reservoir-3

Downstream : Reach - 3

Results: Reservoir-3	
Peak Discharge (CFS)	0.66
Time of Peak Discharge	01Jan2023, 01:30
Volume (IN)	0.04
Peak Inflow (CFS)	1.25
Time of Peak Inflow	01Jan2023, 01:00
Inflow Volume (AC - FT)	0.11
Maximum Storage (AC - FT)	0.15
Peak Elevation (FT)	2776.22
Discharge Volume (AC - FT)	0.09

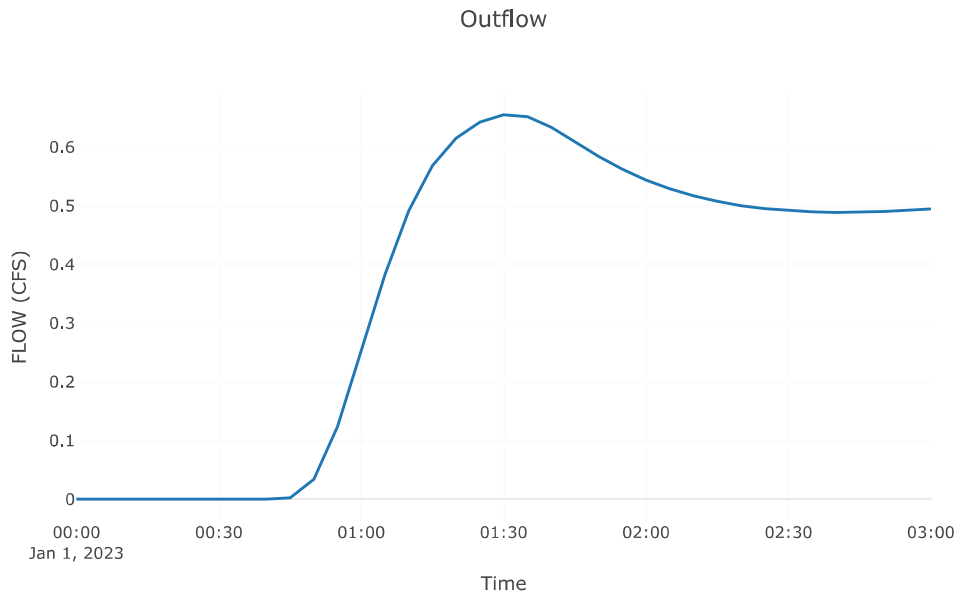


Reach: Reach-3

Downstream : Junction - 3

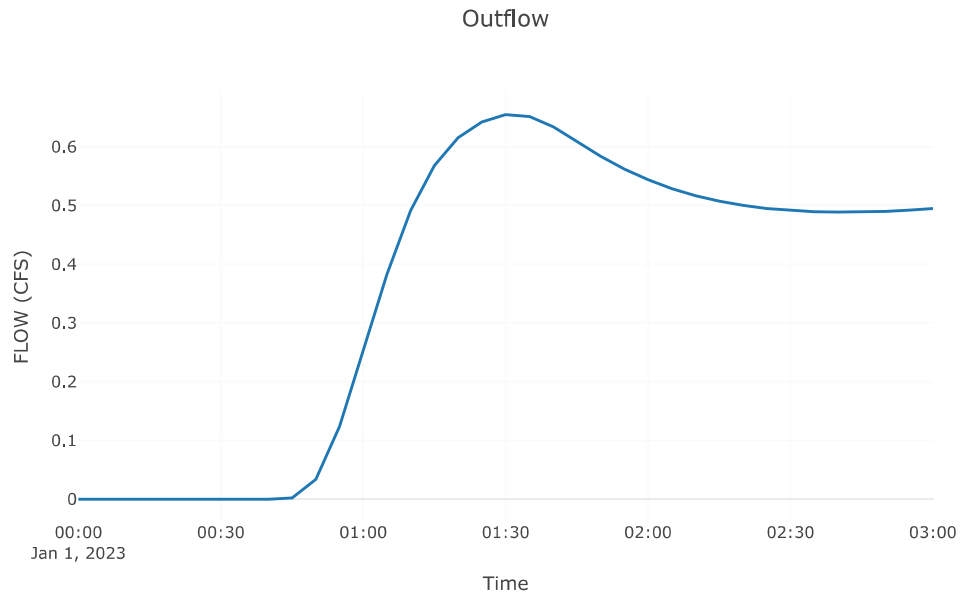
Route: Muskingum Cunge	
Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

Results: Reach-3	
Peak Discharge (CFS)	0.65
Time of Peak Discharge	01Jan2023, 01:30
Volume (IN)	0.04
Peak Inflow (CFS)	0.66
Inflow Volume (AC - FT)	0.09



Junction: Junction-3

Results: Junction-3	
Peak Discharge (CFS)	0.65
Time of Peak Discharge	01Jan2023, 01:30
Volume (IN)	0.04



Project: Desert Haven Offsite
Simulation Run: 100-YR_3-HR
Simulation Start: 31 December 2022, 24:00
Simulation End: 1 January 2023, 03:00

HMS Version: 4.13
Executed: 29 July 2026, 18:32

Global Parameter Summary - Subbasin

Area (MI2)

Element Name	Area (MI2)
Off10	0.12
Off8	0.03
Off9	0.01

Downstream

Element Name	Downstream
Off10	Reservoir - 4
Off8	Reservoir - 3
Off9	Junction - 1

Loss Rate: Scs

Element Name	Percent Impervious Area	Curve Number
Off10	0	78
Off8	0	78
Off9	0	78

Transform: Scs

Element Name	Lag	Unitgraph Type
Off10	12	Standard
Off8	5	Standard
Off9	5	Standard

Global Parameter Summary - Reach

Downstream

Element Name	Downstream
Reach - 2	Junction - 2
Reach - 1	Reservoir - 3
Reach - 3	Junction - 3

Route: Muskingum Cunge

Element Name	Method	Channel	Length (FT)	Energy Slope (FT/FT)	Mannings n	Diameter	Initial Variable	Space - Time Method	Index Parameter Type	Index Flow	Maximum Depth Iterations	Maximum Route Step Iterations
Reach - 2	Muskingum Cunge	Circular	300	0.01	0.01	2	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 1	Muskingum Cunge	Circular	100	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30
Reach - 3	Muskingum Cunge	Circular	300	0.01	0.01	1.5	Combined Inflow	Automatic DX and DT	Index Flow	2	20	30

Global Results Summary

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off10	0.12	29.68	01Jan2023, 01:05	0.29
Reservoir - 4	0.12	13.78	01Jan2023, 01:35	0.24
Reach - 2	0.12	13.77	01Jan2023, 01:35	0.24
Junction - 2	0.12	13.77	01Jan2023, 01:35	0.24
Off8	0.03	10	01Jan2023, 00:55	0.29
Off9	0.01	2.12	01Jan2023, 00:55	0.29
Junction - 1	0.01	2.12	01Jan2023, 00:55	0.29
Reach - 1	0.01	2.08	01Jan2023, 00:55	0.29
Reservoir - 3	0.04	5.81	01Jan2023, 01:15	0.27
Reach - 3	0.04	5.78	01Jan2023, 01:15	0.27
Junction - 3	0.04	5.78	01Jan2023, 01:15	0.27

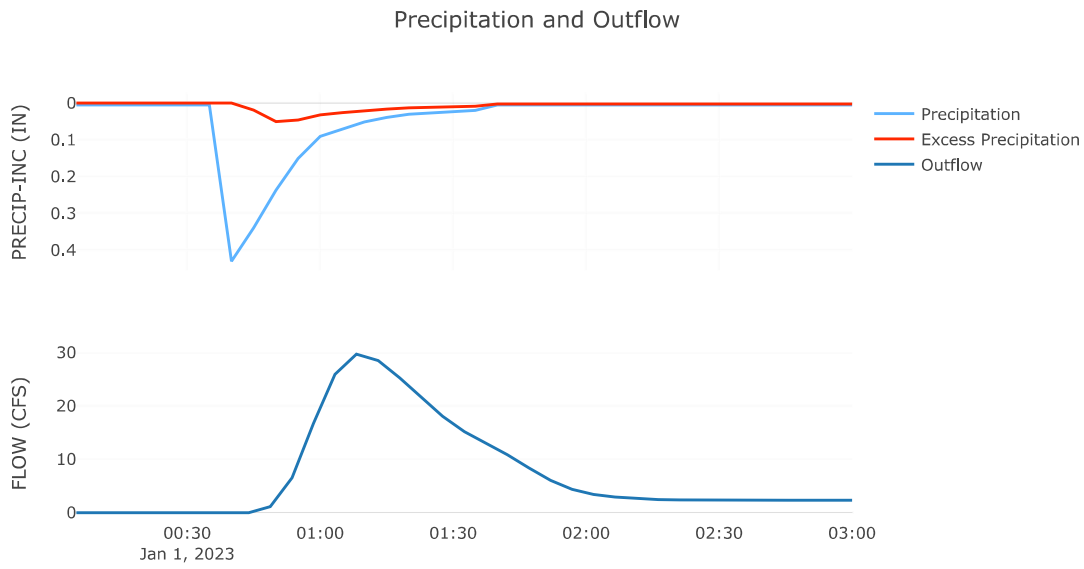
Subbasin: OFF10

Area (MI2) : 0.12
Downstream : Reservoir - 4

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	12
Unitgraph Type	Standard

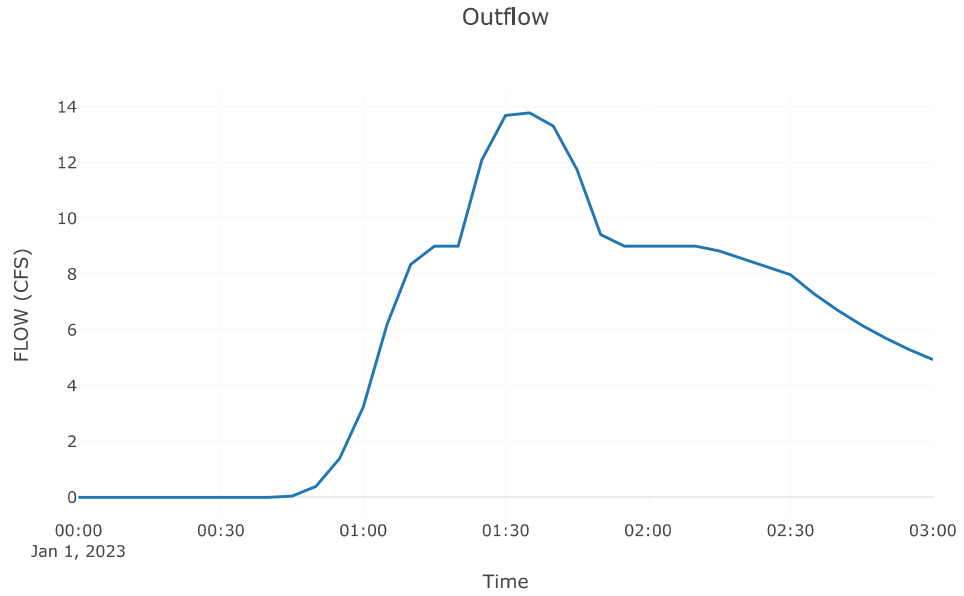
Results: OFF10	
Peak Discharge (CFS)	29.68
Time of Peak Discharge	01Jan2023, 01:05
Volume (IN)	0.29
Precipitation Volume (AC - FT)	10.25
Loss Volume (AC - FT)	8.39
Excess Volume (AC - FT)	1.86
Direct Runoff Volume (AC - FT)	1.8
Baseflow Volume (AC - FT)	0



Reservoir: Reservoir-4

Downstream : Reach - 2

Results: Reservoir-4	
Peak Discharge (CFS)	13.78
Time of Peak Discharge	01Jan2023, 01:35
Volume (IN)	0.24
Peak Inflow (CFS)	29.68
Time of Peak Inflow	01Jan2023, 01:05
Inflow Volume (AC - FT)	1.8
Maximum Storage (AC - FT)	1.06
Peak Elevation (FT)	2794.12
Discharge Volume (AC - FT)	1.48



Reach: Reach-2

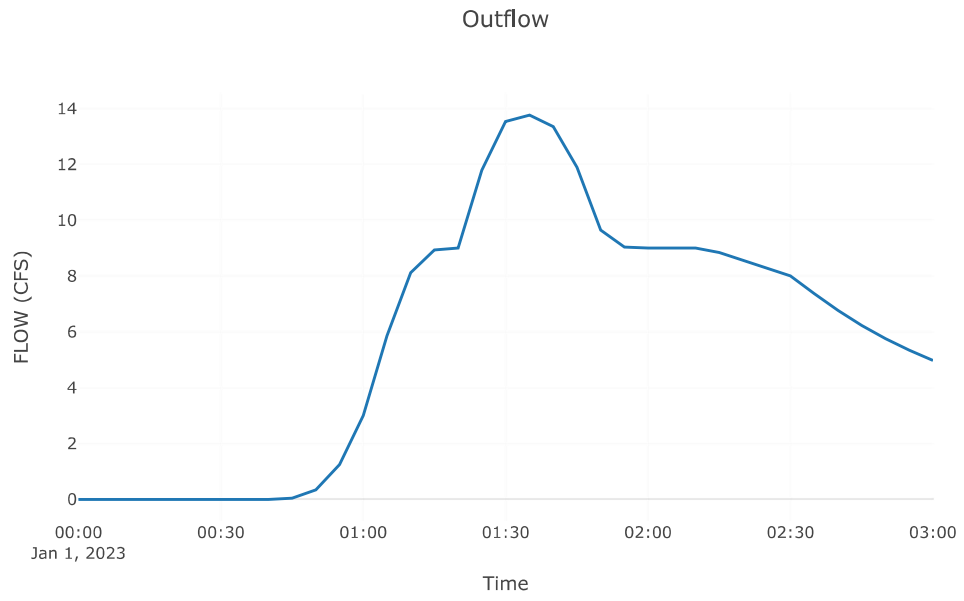
Downstream : Junction - 2

Route: Muskingum Cunge

Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	2
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

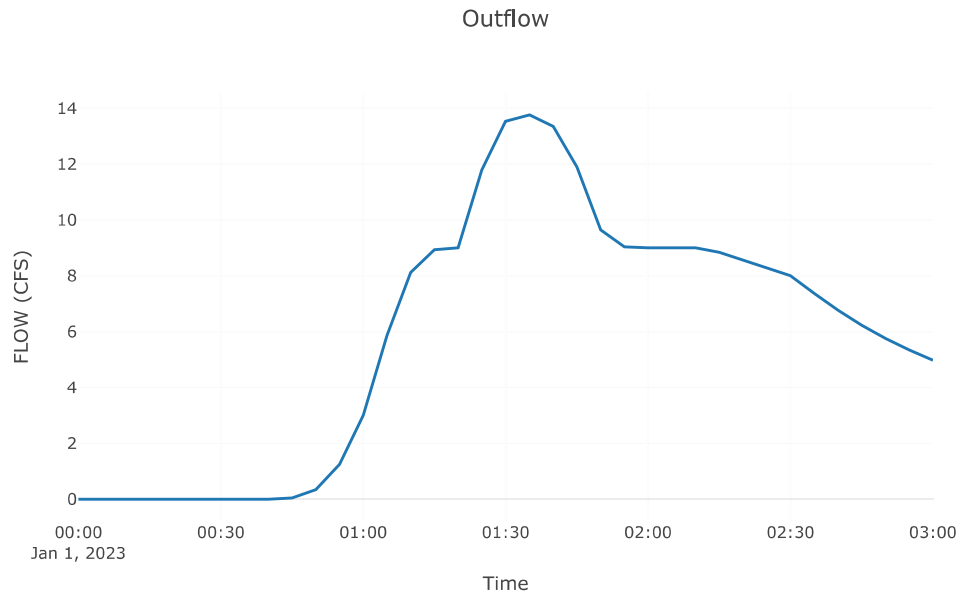
Results: Reach-2

Peak Discharge (CFS)	13.77
Time of Peak Discharge	01Jan2023, 01:35
Volume (IN)	0.24
Peak Inflow (CFS)	13.78
Inflow Volume (AC - FT)	1.48



Junction: Junction-2

Results: Junction-2	
Peak Discharge (CFS)	13.77
Time of Peak Discharge	01Jan2023, 01:35
Volume (IN)	0.24



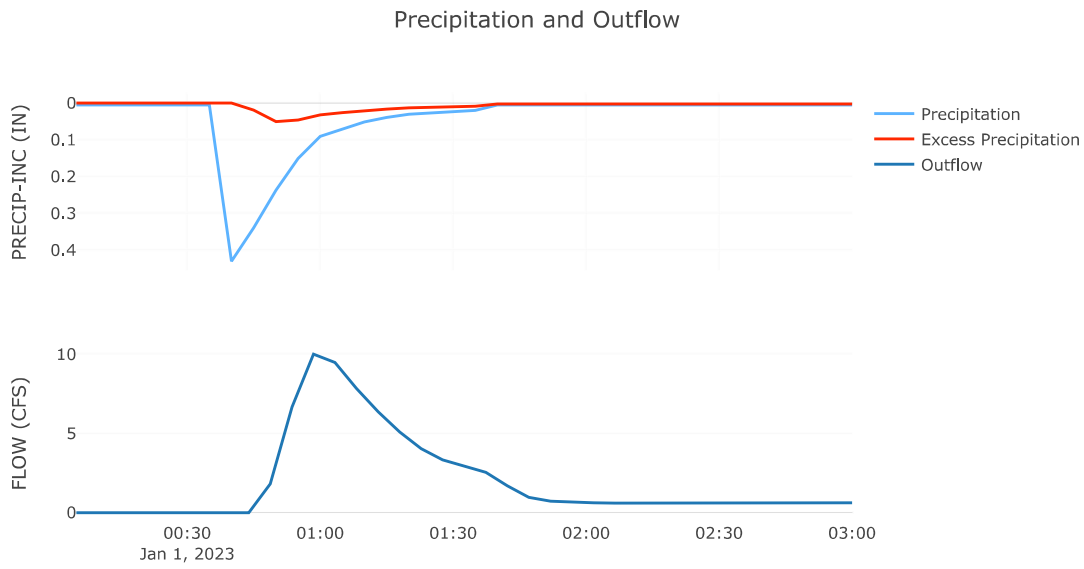
Subbasin: OFF8

Area (MI2) : 0.03
Downstream : Reservoir - 3

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	5
Unitgraph Type	Standard

Results: OFF8	
Peak Discharge (CFS)	10
Time of Peak Discharge	01Jan2023, 00:55
Volume (IN)	0.29
Precipitation Volume (AC - FT)	2.76
Loss Volume (AC - FT)	2.26
Excess Volume (AC - FT)	0.5
Direct Runoff Volume (AC - FT)	0.49
Baseflow Volume (AC - FT)	0



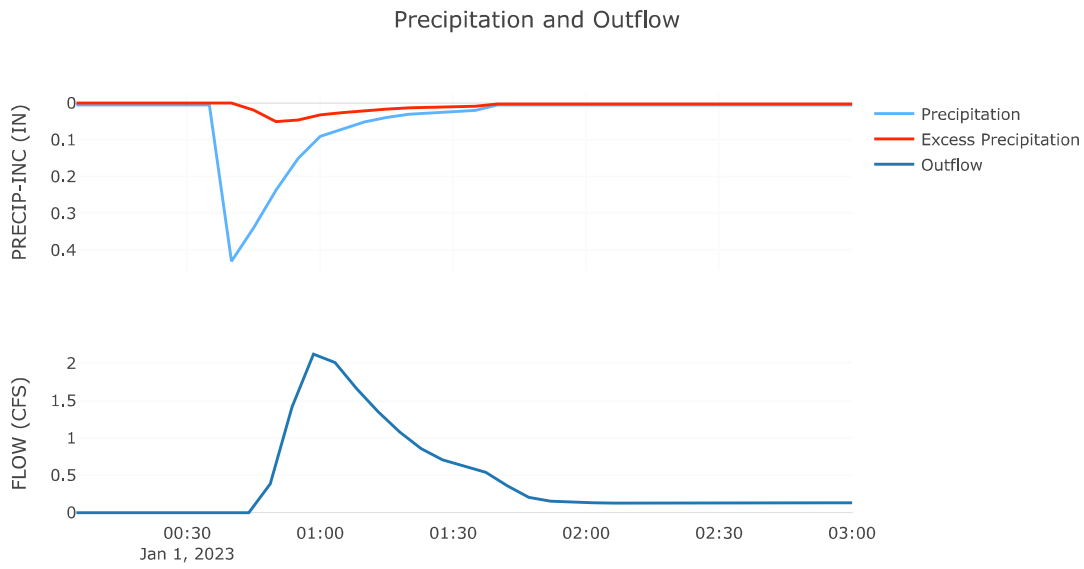
Subbasin: OFF9

Area (MI2) : 0.01
Downstream : Junction - 1

Loss Rate: Scs	
Percent Impervious Area	0
Curve Number	78

Transform: Scs	
Lag	5
Unitgraph Type	Standard

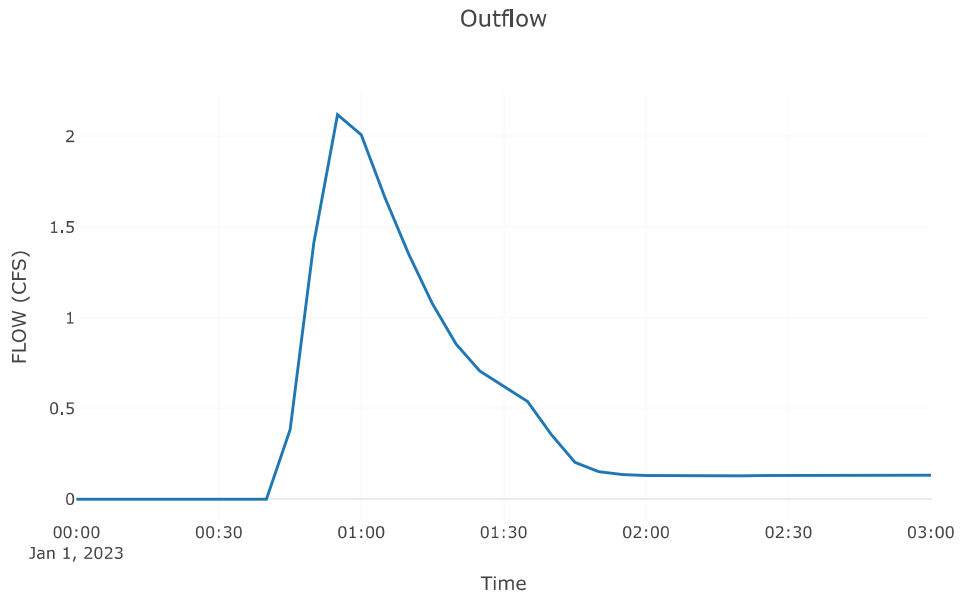
Results: OFF9	
Peak Discharge (CFS)	2.12
Time of Peak Discharge	01Jan2023, 00:55
Volume (IN)	0.29
Precipitation Volume (AC - FT)	0.59
Loss Volume (AC - FT)	0.48
Excess Volume (AC - FT)	0.11
Direct Runoff Volume (AC - FT)	0.1
Baseflow Volume (AC - FT)	0



Junction: Junction-1

Results: Junction-1

Peak Discharge (CFS)	2.12
Time of Peak Discharge	01Jan2023, 00:55
Volume (IN)	0.29

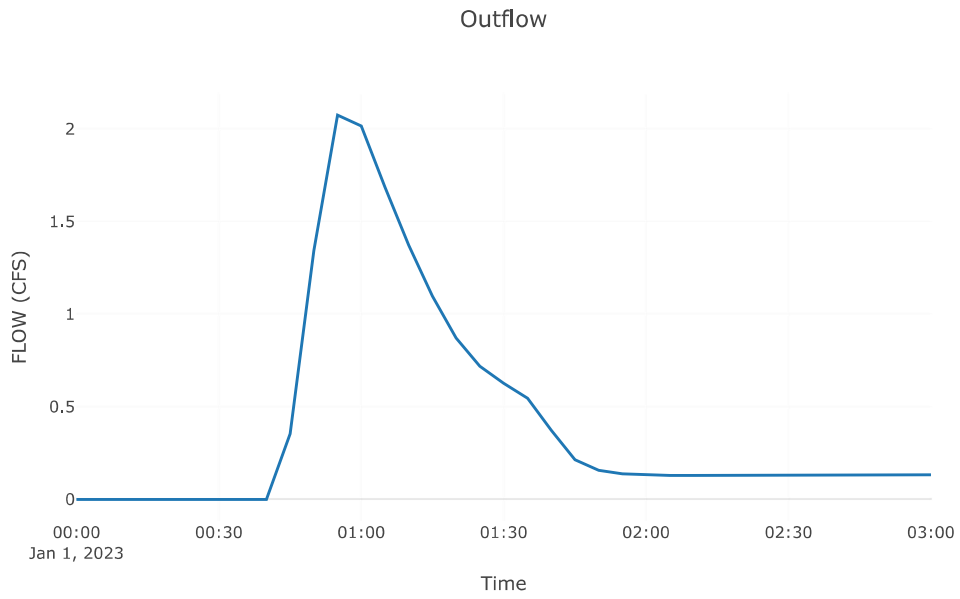


Reach: Reach-1

Downstream : Reservoir - 3

Route: Muskingum Cunge	
Method	Muskingum Cunge
Channel	Circular
Length (FT)	100
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

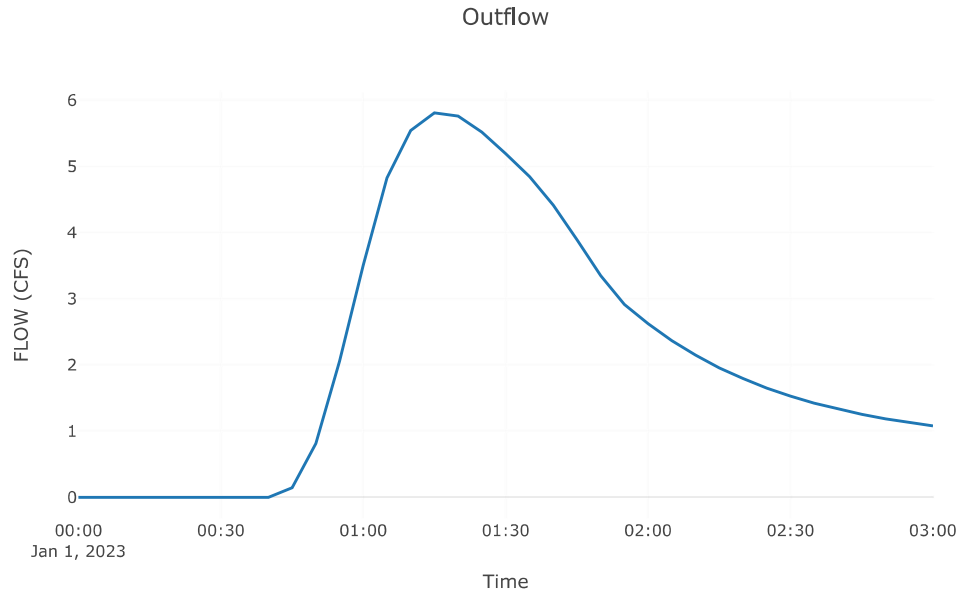
Results: Reach-1	
Peak Discharge (CFS)	2.08
Time of Peak Discharge	01Jan2023, 00:55
Volume (IN)	0.29
Peak Inflow (CFS)	2.12
Inflow Volume (AC - FT)	0.1



Reservoir: Reservoir-3

Downstream : Reach - 3

Results: Reservoir-3	
Peak Discharge (CFS)	5.81
Time of Peak Discharge	01Jan2023, 01:15
Volume (IN)	0.27
Peak Inflow (CFS)	12.08
Time of Peak Inflow	01Jan2023, 00:55
Inflow Volume (AC - FT)	0.6
Maximum Storage (AC - FT)	0.36
Peak Elevation (FT)	2777.56
Discharge Volume (AC - FT)	0.55



Reach: Reach-3

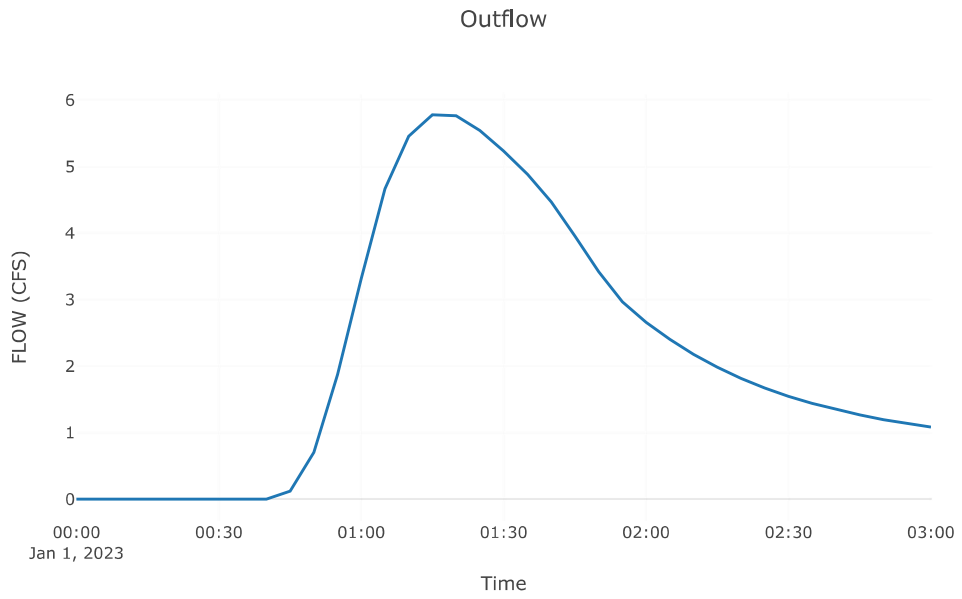
Downstream : Junction - 3

Route: Muskingum Cunge

Method	Muskingum Cunge
Channel	Circular
Length (FT)	300
Energy Slope (FT/FT)	0.01
Mannings n	0.01
Diameter	1.5
Initial Variable	Combined Inflow
Space - Time Method	Automatic DX and DT
Index Parameter Type	Index Flow
Index Flow	2
Maximum Depth Iterations	20
Maximum Route Step Iterations	30

Results: Reach-3

Peak Discharge (CFS)	5.78
Time of Peak Discharge	01Jan2023, 01:15
Volume (IN)	0.27
Peak Inflow (CFS)	5.81
Inflow Volume (AC - FT)	0.55



Junction: Junction-3

Results: Junction-3	
Peak Discharge (CFS)	5.78
Time of Peak Discharge	01Jan2023, 01:15
Volume (IN)	0.27

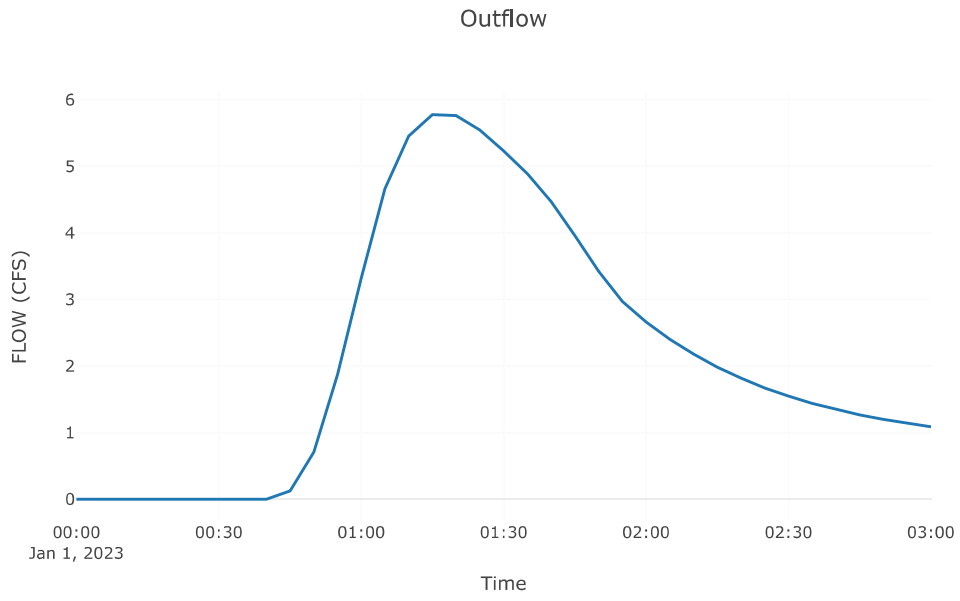


EXHIBIT G
UPDATE LETTER TO GEOTECHNICAL EVALUATION

GES
GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

December 6, 2024
Project No. G20247223E1

Mr. Mike Bracken
Quality Excavation
1472 East 3950 South
St. George, Utah 84790

RE: Update Letter to Geotechnical Evaluation
Desert Talus, Phases I through IV
Southwest of Desert Canyons Parkway and Airport Parkway
(Geotechnical Investigation Report, prepared by AGEC Inc., Project No. 2200519, Dated May 16, 2022)

Dear Mr. Bracken,

- **Geotechnical Engineering**
- **Construction Materials Testing & Inspections**
- **Environmental Services**
- **AASHTO Accredited Testing Laboratories**
- **IAS Accredited**

Applied Geotechnical Engineering Consultants, Inc. (AGEC), has previously prepared a Geotechnical Investigation report dated May 16, 2022, Project No. 2200519, for the above referenced project. The purpose of this update is to assess the current condition of the subject site and to incorporate any applicable changes based on the 2021 International Building Code (IBC) and local amendments.

We understand that the nature of the development as described in the referenced report has not changed from the time of the original evaluation, which will consist of a single-family residential subdivision with roadways, site improvements, and underground utilities. We assume the proposed structures will be constructed with wood framing, stucco or rock veneer, and tile roofs. We assume wall loads of up to 3 kips per linear feet and column loads of up to 25 kips, supported on conventional spread footings with slab-on-grade floors. Basements are not anticipated on any of the structures.

GES evaluated the subsurface conditions at the site on November 20, 2024, by excavating fifteen (15) additional test pits to depths of up to approximately 9 feet below the existing ground surface, using a trackhoe excavator using a 3-feet wide bucket with teeth. The enclosed Figure A-1 presents a site plan showing the approximate test pit locations within the subject site.

A qualified GES representative directed and supervised the subsurface explorations while visually observing the site, maintained detailed logs of the subsurface conditions and observed and visually classified the soils encountered. A Key to Symbols and Terms utilized on the exploration logs is presented on Figure A-2. The soils encountered were visually classified in the field in general accordance with the American Society of Testing and Materials (ASTM) Standard D 2488.

In preparation of this update, GES reviewed the following documents:

- Geotechnical Investigation Report – Desert Cliffs Area 165 Acres at Desert Canyons – St. George, Utah, Prepared by AGEC Inc, Project No. 2200519, Dated May 16, 2022.

On the basis of our review of the referenced documents and exploration, it is our opinion that the conclusions and recommendations presented in the referenced Geotechnical Investigation Report remain applicable to the proposed improvements referenced above, with the following clarifications:

- We understand that the site will be mass graded prior to construction of structures and site improvements. Based on the soil conditions, we recommend that the on-site soils be overexcavated down to within 1 foot of the gravel layer, fragmented rock layer, slightly cemented, or dense sand layer, whichever is encountered first. Based on our observations the depth of native soil removal from current grade is generally between 2 to 5 feet. The Test Pit logs can be referenced to estimate depth to approximate competent layer. A GES representative should observe the exposed subgrade after overexcavation and prior to placing structural fill. The exposed subgrade should be scarified to a depth of at least 6 inches, moisture conditioned and compacted to a firm unyielding condition. Soil probing of the subgrade is acceptable with less than 1-inch of penetration. At least 1 foot of structural fill should be placed below foundations and concrete slabs.

- The geotechnical consultant during construction should observe exposed materials after needed removals of unsuitable materials to evaluate whether additional removal down to competent materials is needed. The soil preparation area should extend laterally a minimum of 5 feet beyond the edges of buildings and exterior foundations, where practical. For exterior concrete flatwork, the soil preparation area should extend laterally at least 2 feet beyond the edges. The vertical and lateral extent of the recommended excavations should be evaluated under the direction of the geotechnical consultant.

- All existing uncontrolled fill, deleterious material, loose or disturbed native soils should be removed from improvement areas, and either removed from the site or processed to comply with the recommendations outlined below:

Imported and/or On-site Structural Fill Recommendations

Description*	Recommendation
4-inch Sieve Gradation**	50 Percent Passing
No. 200 Sieve Gradation**	<75 Percent Passing
Liquid Limit	<30
Dry Weight Soluble Solids	<1.0% as determined by American Water Works Association (AWWA) Standard Method (SM) 2540 C
Dry Weight Soluble Sulfate	<1.0 percent by dry weight soluble sulfate as determined by AWWA SM 4500 SO4 E
Soluble Soil Chloride Content	<500 ppm as determined by AWWA SM 4500-CL B unless appropriate corrosion protection is utilized in the design of proposed structures

* Imported fill materials and excavated on-site material should be free of debris, organic materials, and other deleterious materials.

**Materials used as retaining wall backfill, which should have 15 percent, or less, of material passing the No. 200 sieve and 100 percent passing the 4-inch sieve.

- Structural fill should be uniformly moisture conditioned to near optimum moisture content, placed in horizontal, loose lifts up to 12 inches thick, and compacted to 95 percent of the maximum dry density, or more, as determined by ASTM D1557. The optimal lift thickness of fill will depend on the type of soil and compaction equipment used but should generally not exceed approximately 12 inches in loose thickness.

- If fill material is placed where the existing ground surface is steeper than 5:1 (horizontal to vertical), the surface on which fill is to be placed should be benched. We recommend that benches be 8 feet or wider or be of sufficient width to permit operation by compaction equipment. Benches should include approximately 2-foot high vertical or near-vertical intervening steps, cut to expose suitable soil as evaluated in the field by the geotechnical consultant during earthwork operations. Preparation of the benching surface in areas to receive fill should include scarification and moisture-conditioning to a depth of approximately 6-inches, and compaction to a relatively non yielding condition, prior to placement of fill.

- As a minimum, conventionally reinforced slabs-on-grade should be 4 inches thick, or more, and the reinforcing should be designed by an experienced Structural Engineer based on the anticipated loading conditions. Aggregate base course or similar granular materials beneath the floor slab-on-grade should be 4-inches thick, or more, and should consist of Type II Aggregate Base materials, be uniformly placed and compacted to 95 percent, or more, of the maximum dry density per ASTM D1557. The conventionally-reinforced slab-on-grade foundation supported on Type II Aggregate Base may be designed using an average vertical modulus of subgrade reaction (kv) of 150 pounds per cubic inch for a 1-foot square area. This value should be reduced based on the actual area of the slab.

- Where moisture-sensitive floor coverings are anticipated, a vapor retarder is recommended beneath slabs-on-grade and should consist of 10-mil minimum sheet plastic overlain by at least 4 inches of a coarse, clean sand, Type II Aggregate Base, or other similar material approved by the Geotechnical Engineer. The vapor retarder should comply with the Class A rating as set forth in ASTM E1745. Installation of the vapor retarder should be performed in accordance with ASTM E1643. The base materials should be uniformly moisture conditioned and compacted to at least 90 percent of the maximum dry density.

- Based on the limited data available to evaluate the seismic site class for the project site, the default value for Seismic Site Class (Site Class D) may be used for design.

- As appropriate, the following seismic design parameters based on the 2021 IBC for a default Seismic Site Class D may be utilized using representative site coordinates of 37.005373 degrees latitude and -113.489054 degrees longitude with an assumed Risk Category of II and may be utilized for design of project structures.

Spectral Response Accelerations and Site Coefficients – Site Class D

Spectral Response Acceleration at Short Periods, S_s	Spectral Response Acceleration at 1-Second Period, S_1	Spectral Response Coefficient at Short Periods, SD_s	Spectral Response Coefficient at 1-Second Period, SD_1	Site Modified Peak Ground Acceleration PGA_M
0.594g	0.192g	0.525g	0.284g	0.345

- Lateral active earth pressures induced by adjacent uniform surface surcharge loads should be estimated as a uniformly distributed lateral load with a magnitude equal to the magnitude of the surface surcharge load multiplied by an appropriate earth pressure coefficient. GES is presenting earth pressure coefficients for "active" and "at-rest" wall conditions. In the "active" condition the wall can deflect such that stresses from the retained soils are lessened. The "at rest" condition considers the walls to be rigid, or restrained, such that the walls do not deflect to lessen stresses from retained soils. Retaining walls with level backfill should be designed to resist the lateral earth pressures for the appropriate conditions presented in Figure B-1.

- The values presented in Figure B-1 assume that the build-up of hydrostatic pressure will be prevented. To reduce the build-up of hydrostatic pressure, a wall drainage system, including weep-holes or a footing drainage system, day lighting to an appropriate outlet should be installed behind retaining walls. The wall drainage system should consist of Mirafi 140N (or equivalent) geotextile wrapped around drain rock, or a DrainStar Drain Board (or equivalent). The drain board should be used in conjunction with DrainStar Stripdrain by Tremco Barrier Solutions, Inc., or equivalent. The Stripdrain should be a minimum of 12 inches in height and placed continuously along the bottom of the retaining wall.

- Resistance to lateral loads may be estimated using both passive lateral earth support and friction developing between the wall footing and underlying soil. Passive resistance may be used if foundation backfill soils in front of the wall are compacted to 95 percent, or more, of the maximum laboratory dry density (ASTM D1557). The upper 12 inches below the ground surface should be neglected if passive resistance is used. The passive lateral earth support for subsurface walls may be estimated based on an un-factored equivalent fluid density of 380 pcf up to a maximum passive lateral pressure of 2,500 psf. A coefficient of friction of 0.39 may be used for the interface between the wall footing and underlying properly compacted structural fill. The values for the equivalent fluid density and coefficient of friction presented above do not include a specific factor of safety. The structural engineer should utilize appropriate factors of safety during design.

- Backfill placed behind retaining walls or subsurface walls should consist of structural fill meeting the criteria presented in this report. Backfill placed behind retaining walls should be placed in 8-inch maximum vertical lifts and should be compacted to 95 percent, or more, of the maximum laboratory dry density as determined per ASTM D1557. Over-compaction adjacent to retaining walls or subsurface walls should be avoided. The lateral earth pressures shown on Figure B-1 assume that compaction behind retaining walls or subsurface walls will be accomplished with relatively light compaction equipment.

- Based on our experience with other projects in the vicinity, we recommend, in accordance with Table 19.3.2.1 of ACI 318-14 (ACI, 2014) concrete in contact with on-site soils along with subsurface walls up to 12 inches above finished grade should be designed for a sulfate exposure class S2 with Type V cement and have a minimum design compressive strength of 4,500 pounds per square inch (psi) and a maximum water to cement ratio of 0.45.

- The table below shows the nearest faults nearby the project site. Based on the results of our review of available literature and the distance to mapped faults and fissures, it is our opinion that the potential for fault-related surface rupture at the site is low.

Nearby Faults and Earth Fissures

Fault		Distance from Project Vicinity (miles)	Direction
Quaternary-Age Tectonic Faults	Washington Fault Zone	¾	East
	Dutchman Draw Fault	4 ¾	Southeast
	Hurricane Fault Zone	8 ¾	East

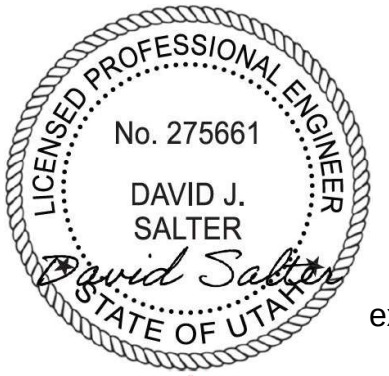
- When finished, project grading and foundation plans, at the option of the Building Official, should be reviewed by the geotechnical consultant to evaluate whether the project grading and foundation plans are consistent with the geotechnical design criteria presented in the referenced report.

Our services were performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable engineering firms in this or similar localities. No other warranty, either expressed or implied, is included or intended in this letter.

We appreciate the opportunity to assist you in this matter. Please contact our office if you have any questions or comments regarding this information.

Sincerely,

Geotechnical & Environmental Services, Inc.



exp. 3-31-25

Thessa Fernando

Digitally signed by Thessa Fernando
DN: C=US, E=thessa.fernando@gesnevada.com, O=Geotechnical and Environmental Services, OU=Geotechnical and Environmental Services, CN=Thessa Fernando
Date: 2024.12.06 10:55:49-08'00'

Thessa Fernando
Engineering Assistant

David Salter

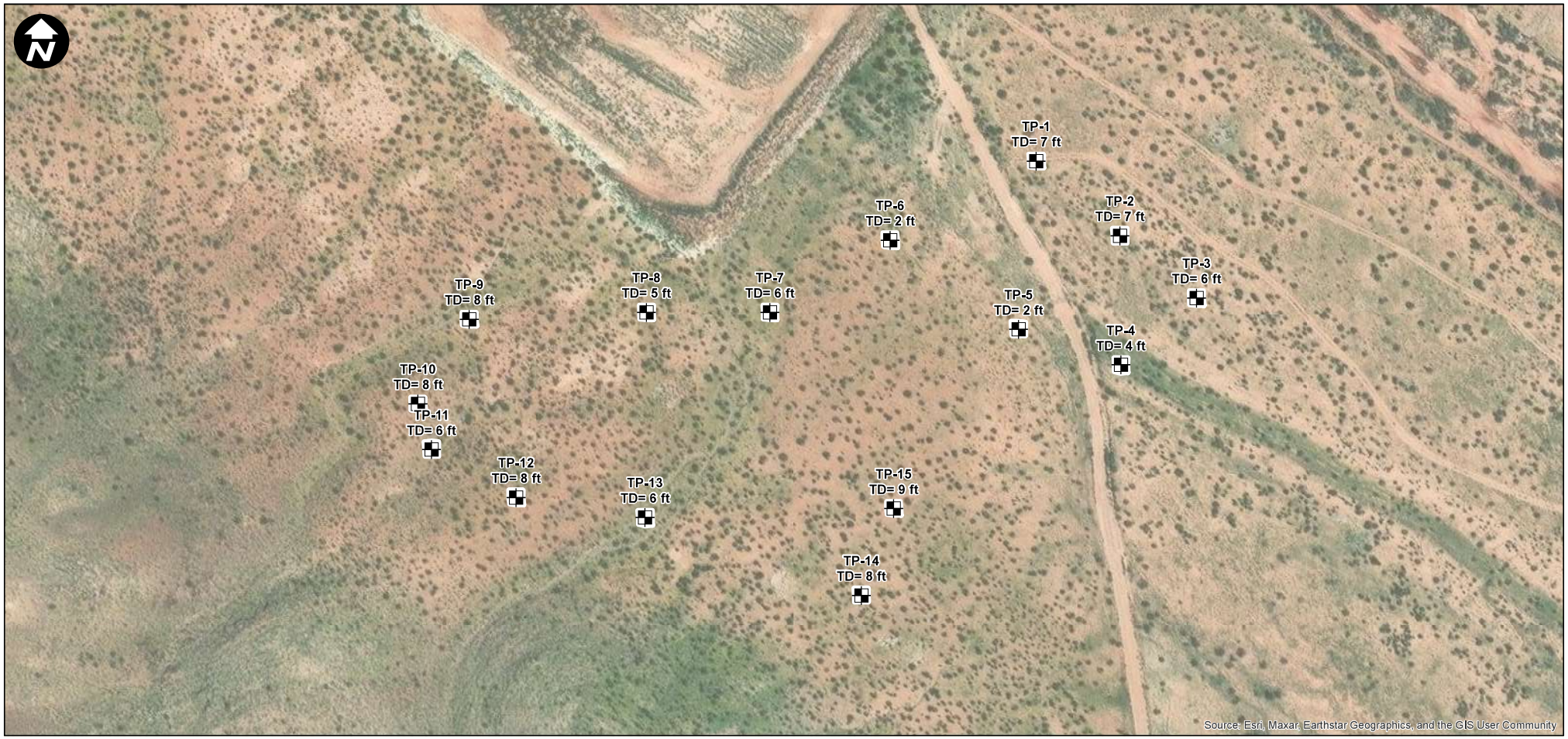
Digitally signed by David Salter
Date: 2024.12.06 10:45:04 -08'00'

David J. Salter, P.E.
Geotechnical Practice Leader

TF:DJS:vs

Encl: Figure A-1: through A-17: Test Pit Location Map and Test Pit Logs
Figure No. B-1: Lateral Earth Pressure Diagram
Geotechnical Investigation, Dated May 16, 2022, Project No. 2200519

Dist: PDF copy e-mail to addressee at mike@qualityexcavation.net
Copy to project file



Legend

- <all other values>
- Approximate Test Pit Location (GES Project G20247223E1)

0 125 250 500 750 1,000 Feet

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
7150 Placid St.
Las Vegas, NV 89119
702-365-1001
www.gesnevada.com

EXPLORATION LOCATION MAP - SURVEYED LOCATIONS
DESERT TALUS ROUGH GRADING PASES 1-4
ST. GEORGE, UTAH

Drawn By: JJB	Date Drawn: 12/4/2024
GES Project No. G20247223E1	Figure No. 1

\\fs01\Company\GES\Clients\Tri-State Region\St. George Office\Projects\2024\G20247223 - Desert Talus\Maps\ArcMap\G20247223E1 Explorations.mxd

KEY TO SYMBOLS AND TERMS

Terms used according to the Unified Soil Classification System

Consistency or Condition of Soils

Fine-Grained Soils (Silt and Clay): Major portion passing #200 sieve

California Sampler* (blows/foot)	SPT** (blows/foot)	Relative Consistency	Unconfined Compressive Strength (tsf)	Manual Manipulation
< 2	< 2	Very Soft	< 0.25	Thumb will penetrate soil more than 1 in.
2-5	2-4	Soft	0.25-0.50	Thumb will penetrate soil about 1 in.
5-10	4-8	Firm	0.50-1.00	Thumb will penetrate soil about $\frac{1}{4}$ in.
10-20	8-15	Stiff	1.00-2.00	Thumb will not indent soil but readily indented with thumbnail.
20-40	15-30	Very Stiff	>2.00	Thumbnail will not indent soil.
>40	>30	Hard	>2.00	Thumbnail will not indent soil.

*ASTM D3550 using a 140-pound hammer falling 30 inches.
**ASTM D1586-18

Coarse-Grained Soils (Sand and Gravel): Major portion retained on #200 sieve

California Sampler* (blows/foot)	SPT** (blows/foot)	Relative Density	Behavior of $\frac{1}{2}$-inch Diameter Probe Rod
0-7	0-4	Very Loose	Easily penetrated when pushed by hand.
7-18	4-10	Loose	Firmly penetrated when pushed by hand.
18-50	10-30	Medium Dense	Easily penetrated when driven by 1 lb. hammer.
50-70	30-50	Dense	Penetrated less than 1 inch when driven with a 1 lb. hammer.
>70	>50	Very Dense	Penetrated less than $\frac{1}{4}$ inch when driven with a 1 lb. hammer.

*ASTM D3550 using a 140-pound hammer falling 30 inches.
**ASTM D1586-18

Cementation	Characteristic
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

Hardness	Characteristic
Moderately Hard	Can be readily scratched by a knife blade; scratch leaves a heavy trace of dust and scratch is readily visible after the powder has been blown away.
Hard	Can be scratched with difficulty; scratch produces little powder and is often faintly visible; traces of the knife steel may be visible.
Very Hard	Cannot be scratched with pocket knife. Leave knife steel marks on surface.

Laboratory Testing Acronyms & Abbreviations

AL = Atterberg Limits
Consol = Consolidation
CBR = California Bearing Ratio
Corr = Corrosion Suite
DS = Direct Shear
MC = Moisture Content
MD = Moisture Content/ Dry Density
OC = Organic Content
PROC = Proctor
R-Val = R-Value
SA = Sieve Analysis
SPG = Specific Gravity
UU = Unconsolidated Undrained Triaxial Test

Misc. Symbols

- Exploration continues
- Initial groundwater depth
- Measured groundwater depth (after 24 hours or more)

Constituent Percentages

Trace - < 5%
Few - 5 to 10%
Little - 15-25%
Some - 30-45%
Mostly - 50-100%

Moisture Condition

Dry - Visible absence of moisture, dusty, dry to the touch
Moist - Damp but no visible water
Wet - Visible free water, usually soil is below water table

Notes

1. Subsurface explorations were performed using the equipment listed on the exploration logs.
2. Subsurface explorations were performed on the date(s) shown on the exploration logs.
3. Soil sampler(s) were driven with a 140 pound hammer falling 30 inches (unless otherwise noted in the text of this report).
4. The transitions between soil types shown on the exploration logs as occurring abruptly at particular depths in actuality may be a gradual progression from one soil type to the next.
5. Exploration logs are subject to the limitations, conclusions, and recommendations presented in this report.
6. DR = Drilling Rate (min/ft)

Strata Group Symbols

- AC - Asphalt Concrete
  PCC - Portland Cement Concrete
- CL- Low plasticity clay
- CH - High plasticity clay
- CL-ML - Silty low plasticity clay
- ML - Silt
- MH - Elastic silt
- SC - Clayey sand
- SM - Silty sand
- SP - Poorly graded sand
- SW - Well - graded sand
- GC - Clayey Gravel
- GM - Silty gravel
- GP - Poorly graded gravel
- GW - Well - graded gravel
- CSG - Cemented sand and gravel
- CALI - Caliche

Soil Sampler Symbols

- Air Knife
- Bulk Sample
- California Sampler
- Standard Penetration Test
- Core Barrel
- Shelby Tube

GES

Disclaimer

This Key to Symbols and Terms is part of a report prepared by Geotechnical & Environmental Services, Inc. and should be used with the report. The descriptions on the exploration logs apply only at the specific exploration locations and at the time the explorations were made. They are not warranted to be representative of subsurface conditions at other locations or times.

Figure No. A-2

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-1

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2765.91 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.0068 **LONG.** -113.48921 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0	ML		Brown sandy SILT, roots, blocky structure, light weight, frequent pin holes, dry and firm.	
2.5				
			... firm to stiff.	
5.0				
5.5				2760.4
	GP-GM		Gray poorly graded GRAVEL with silt and sand, gravel rounded, dry and dense.	
7.0				2758.9
			Bottom of test pit at 7.0 feet.	

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-3

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-2

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2766.91 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00648 **LONG.** -113.48885 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT, some structure, less pin holes, dry and firm.	
2.5				
5.0		5.0		2761.9
	GP-GM		Gray poorly graded GRAVEL with silt and sand, dry and medium dense to dense.	
		7.0		2759.9
			Bottom of test pit at 7.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-4

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-3

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2768.44 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00621 **LONG.** -113.48853 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0	ML		Brown sandy SILT, some structure, less pin holes, dry and firm.	
4.5				2763.9
5.0	GP-GM		Gray Poorly graded GRAVEL with silt and sand, dry and medium dense to dense.	
6.0				2762.4
			Bottom of test pit at 6.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-5

GEOTECHNICAL & ENVIRONMENTAL GES SERVICES, INC.

TEST PIT NUMBER TP-4

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2768.43 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00593 **LONG.** -113.48885 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT, less structure, no pin holes observed, dry and firm.	
2.5				
3.0				2765.4
	GP-GM		Gray poorly graded GRAVEL with silt and sand, dry and medium dense to dense.	
4.0				2764.4
			Bottom of test pit at 4.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488
The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-6

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-5

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2768.52 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00608 **LONG.** -113.48929 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT, less structure, no pin holes observed, dry and firm.	
1.0				2767.5
	GP-GM		Gray poorly graded GRAVEL with silt and sand, cobbles, dry and medium dense to dense.	
2.0				2766.5
			Bottom of test pit at 2.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-7

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-6

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2766.31 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00646 **LONG.** -113.48983 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT with 3-inch thick crystal gypsum layer, dry and firm.	
1.0				2765.3
	GP-GM		Gray poorly graded GRAVEL with silt and sand, cobbles, dry and medium dense to dense.	
2.0				2764.3
			Bottom of test pit at 2.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-8

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-7

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2769.49 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00615 **LONG.** -113.49035 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0			Brown sandy SILT, dry and firm.	
2.5	ML		... siltstone fragments.	
5.0				2764.5
	GP-GM		Gray poorly graded GRAVEL with silt and sand, siltstone fragments, dry and medium dense to dense.	
6.0				2763.5
			Bottom of test pit at 6.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-9

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-8

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2770.41 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00615 **LONG.** -113.49088 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0			Brown sandy SILT, roots, blocky structure, light weight, frequent pin holes, dry and firm.	
	ML		... mostly gypsum.	
2.5				
3.5				2766.9
	GP-GM		Gray poorly graded GRAVEL with silt and sand, cobbles, dry and medium dense to dense.	
5.0				2765.4
			Bottom of test pit at 5.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-10

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-9

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2774.49 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00612 **LONG.** -113.49163 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT, frequent gypsum in crystal form, dry and firm.	
2.5				
			... with shale pieces.	
5.0				
6.0				2768.5
	SM		Gray silty SAND, frequent gypsum blocky with clay stone, dry and medium dense.	
7.5				
8.0				2766.5
			Bottom of test pit at 8.0 feet.	

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-11

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-10

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2789.12 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00576 **LONG.** -113.49185 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0	ML		Brown sandy SILT, trace gravel and siltstone pieces, roots, blocky structure, light weight, frequent pin holes, firm and dry.	
6.0				2783.1
	SM		Brown silty SAND, dry, slighly cemented and very dense.	
8.0				2781.1
			Bottom of test pit at 8.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-12

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-11

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2784.44 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00556 **LONG.** -113.4918 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0	ML		Brown sandy SILT with gravel and siltstone fragments, frequent gypsum white crystals, no structure or pinholes observed, dry and firm.
5.0			... slightly cemented.
6.0			2778.4

Bottom of test pit at 6.0 feet.

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-13

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-12

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2793.7 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00536 **LONG.** -113.49143 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0				
	ML		Brown sandy SILT with gravel, siltstone fragments, gypsum, dry, slightly cemented and very stiff.	
5.0				2788.7
	SM		Brown silty SAND, dry, sligtly cemented and very dense.	
8.0				2785.7
			Bottom of test pit at 8.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-14

GEOTECHNICAL & ENVIRONMENTAL GES SERVICES, INC.

TEST PIT NUMBER TP-13

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2781.81 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00527 **LONG.** -113.49088 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0	ML		Brown sandy SILT with frequent gravel, cobbles, sandstone, no structure or pinholes observed, dry and firm.
2.5			
3.0			2778.8
	GP-GM		Brown poorly graded GRAVEL with silt and sand, dry and medium dense to dense.
5.0			
6.0			2775.8
			Bottom of test pit at 6.0 feet.

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-15

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-14

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2778.46 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00494 **LONG.** -113.48996 **AFTER EXCAVATION** N/A

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0	ML		Brown sandy SILT, little to no gravel fragment, trace gypsum powder, no structure or pinholes observed, dry and firm.	
6.0				2772.5
	SM		Brown silty SAND, dry, slightly cemented and very dense.	
8.0				2770.5
			Bottom of test pit at 8.0 feet.	

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-16

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.

TEST PIT NUMBER TP-15

PROJECT NAME Desert Talus **CLIENT** Quality Excavation

PROJECT NUMBER G20247223E1 **PROJECT LOCATION** SW of Desert Canyons Pkwy and Airport Pkwy

DATE STARTED 11/20/24 **COMPLETED** 11/20/24 **GROUND ELEVATION** 2774.02 ft **TEST PIT SIZE** 2' X 10' feet

EXCAVATION CONTRACTOR Quality Excavation **GROUND WATER LEVELS:**

EXCAVATION METHOD Track Excavator **AT TIME OF EXCAVATION** Not Encountered

LOGGED BY D. Salter **DRILLER** Client **AT END OF EXCAVATION** N/A

LAT. 37.00531 **LONG.** -113.48982 **AFTER EXCAVATION** N/A

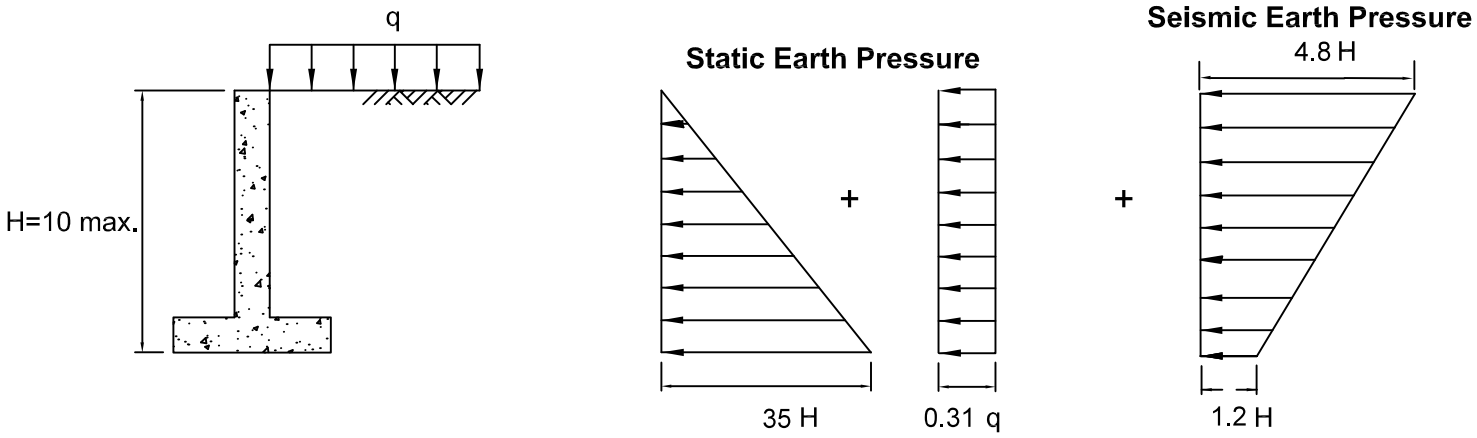
DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0	ML		Brown sandy SILT with trace gravel, no structure or pinholes observed, dry and firm.
2.5			
5.0			... slighlty cemented.
7.5			
8.0			2766.0
	GP-GM		Gray poorly graded GRAVEL with silt and sand, dry and medium dense.
9.0			2765.0
			Bottom of test pit at 9.0 feet.

GENERAL BH/TP/WELL - GES - GES_GEOTECHNICAL_STD.GDT - 12/5/24 21:56 - J:\GES\CLIENTS\TRI-STATE REGION\ST. GEORGE OFFICE\PROJECTS\2024\G20247223 - DESERT TALUS\G20247223E1.GPJ

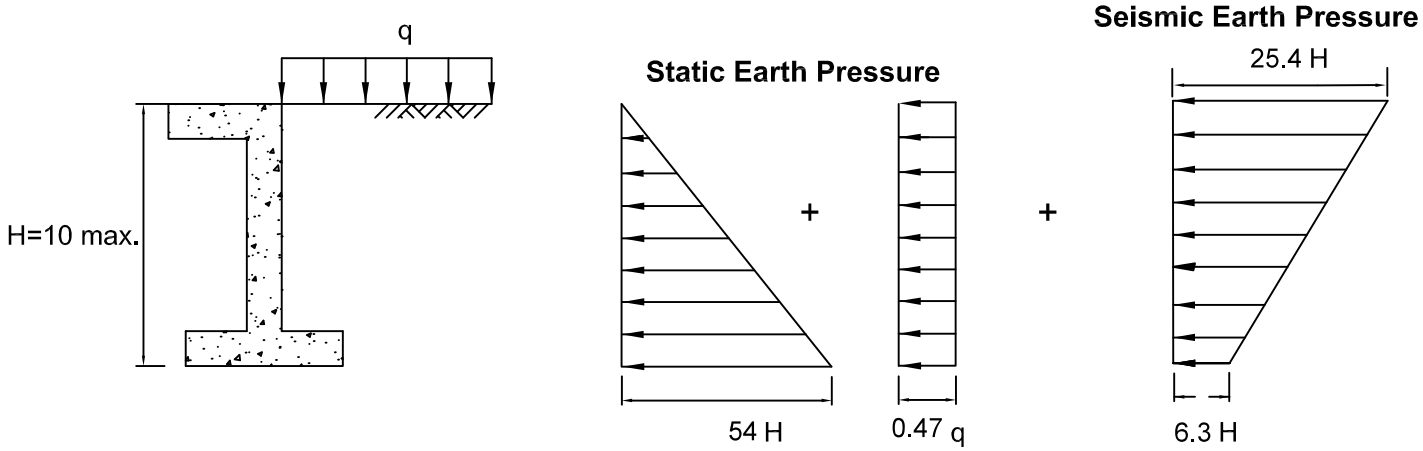
Soils were classified in general accordance with ASTM D2488

The descriptions contained within this exploration log apply only at the specific exploration location and at the time the exploration was made. It is not intended to be representative of subsurface conditions at other locations or times.

Figure No. A-17



Active Condition



At-Rest Condition

Notes:
H is height of wall in feet.
q is magnitude of uniform surcharge load in pounds per square foot (psf).
Earth pressures are in psf.
Earth pressures shown assume that no hydrostatic pressure is exerted on the wall.

NOT TO SCALE

GEOTECHNICAL & ENVIRONMENTAL SERVICES, INC.
(702) 365-1001
7150 Placid Street
Las Vegas, NV 89119
www.gesnevada.com

LATERAL EARTH PRESSURE DIAGRAM
DESERT TALUS
SW OF DESERT CANYON PKWY & AIRPORT PKWY
ST. GEORGE, UTAH

DRAWN BY:	REVIEWED BY:	DATE DRAWN:
TF	DJS	12/3/2024
PROJECT NO.		FIGURE NO.
G20247223E1		B-1

AGEC

Applied GeoTech

GEOTECHNICAL INVESTIGATION

DESERT CLIFFS AREA 165 ACRES AT DESERT CANYONS

ST. GEORGE, UTAH

PREPARED FOR:

DESERT CANYONS DEVELOPMENT

1472 EAST 3950 SOUTH
ST. GEORGE, UTAH 84790

ATTENTION: CURT GORDON

PROJECT NO. 2200519

MAY 16, 2022

1420 South 270 East • St. George, Utah 84790 • (435) 673-6850 • FAX (435) 673-1044

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SUMMARY

1. AGEC conducted a Geotechnical Investigation to define subsurface conditions and to provide geotechnical recommendations for the proposed residential development.

2. The subsurface profile observed within the test pits generally consists of silty sand to sandy silt overlying silty gravel with sand underlain by siltstone, mudstone, and sandstone bedrock. A layer of sandy lean clay was encountered at approximately 12 feet below grade in TP-20. Practical excavator refusal was encountered on sandstone bedrock and dense gravels in test pits TP-2, TP-7, TP-10, TP-11, TP-12, TP-13, TP-14, TP-15, TP-17, TP-18, and TP-20 at depths ranging from approximately 7 to 20 feet below the existing grade.

3. Subsurface water was not encountered within the test pits to the maximum depth investigated, approximately 20 feet. Fluctuations in the groundwater level may occur over time. An evaluation of such fluctuations is beyond the scope of this report.

4. The on-site soils and bedrock in their existing condition are not suitable to support the proposed construction. The site is suitable for the proposed slab-on-grade residences provided recommendations within this report are followed. If basements or pools are proposed, additional subsurface investigation and grading recommendations are required.

5. The upper approximately 0 to 18½ feet of the near surface overburden soil (varies across the site) is loose, dry and potentially collapsible when wetted. Prior to placing fill or concrete, we recommend that the full depth of potentially collapsible soil be removed. The approximate depth of removal is shown on the site plan and test pit logs (Figures 2 and 3).

   Alternatively, a soil treatment process known as pre-wetting may be implemented to treat the collapsible soils by adding moisture to the "under-saturated" soils. The building pads may be graded into a series of terraced ponds. The ponds may then be filled with appropriate volume of water to pre-wet the underlying "under-saturated" soils to essentially densify the soils subsequently reducing the collapse potential prior to construction. This process is currently being implemented in the St. George area to treat collapsible soils.

6. The proposed residences may be supported on conventional spread footings bearing on properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by overexcavating the building pads to remove unsuitable soils as recommended in the Subgrade Preparation section of this report.

7. The on-site soils, and properly processed siltstone and sandstone bedrock, free of organics and debris are suitable for use as structural fill, site grading fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 4 inches and at least 50 percent of the material passes the No. 4 sieve. The mudstone bedrock is not suitable for use and should be disposed of off site.

8. Site drainage recommendations should be implemented as recommended in the Site Drainage section of this report.

9. Detailed recommendations for subgrade preparation, materials, foundations, drainage and pavement are included in the report.

10. The information provided in this summary should not be used independent of that provided within the body of this report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed Desert Cliffs Area (165 Acres) at Desert Canyons planned residential area to be located in St. George, Utah, as shown in Figure 1. This report presents the subsurface conditions encountered, laboratory test results, and recommendations for the project. This report was prepared in general accordance with the Geotechnical Engineering Services Agreement dated March 17, 2020 under Project No. 2200519.

Field exploration was conducted to obtain information on the subsurface conditions and to obtain samples. Information obtained from the field was used to define conditions at the site and to develop recommendations for the proposed development.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The site is located east and southeast of the planned Desert Reflection subdivision. The area to the north, east and south is undeveloped. The project site generally slopes down from the west to the east with a few small washes that traverse the area in a northwest to southeast direction. Vegetation at the site consists generally of desert grass and sage brush.

Grubbing of a portion of the site has been performed. Test pit locations and elevations reflect the pre-grubbed elevations.

FIELD STUDY

On June 23, 24, and 25, 2020 an engineer from AGEC visited the site and observed the excavation of 20 test pits (planned TP-5 was inaccessible) at the approximate locations shown on the Site Plan, Figure 2. The test pits were excavated with a trackhoe excavator. The subsurface soil profile was logged and soil samples were obtained.

SUBSURFACE SOIL CONDITIONS

The subsurface profile observed within the test pits generally consists of silty sand to sandy silt overlying silty gravel with sand underlain by siltstone, mudstone, and sandstone bedrock. A layer of sandy lean clay was encountered at approximately 12 feet below grade in TP-20. Practical excavator refusal was encountered on sandstone bedrock and dense gravels in test pits TP-2, TP-7, TP-10, TP-11, TP-12, TP-13, TP-14, TP-15, TP-17, TP-18, and TP-20 at depths ranging from approximately 7 to 20 feet below the existing grade.

Laboratory testing and observations of the subsurface soil during our investigation indicate the upper approximately 0 to 18½ feet of the near surface sandy to silty soil is loose, dry and potentially collapsible when wetted.

Detailed descriptions of the soil and bedrock types encountered follow.

Sandy Silt - The sandy silt is medium dense, dry, porous in upper layers, contains roots near the surface, various amounts of sand, and is light brown in color.

Laboratory tests conducted on samples of the sandy silt indicate in-place moisture contents ranging from less than 1 to 7 percent, in-place dry densities ranging from 82 to 95 pounds per cubic foot (pcf) and fines contents (percent passing the No. 200 sieve) ranging from 59 to 96 percent. One dimensional consolidation/collapse tests conducted on samples of the sandy silt material indicate that the material is

moderately moisture sensitive (collapsible) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and slightly compressible under additional loading. Less than 1 percent and 2½ percent collapse potentials were measured during the consolidation/collapse tests.

Sandy Lean Clay - The sandy lean clay is medium dense to dense, dry, low plastic, and is light brown in color.

Laboratory tests conducted on samples of the sandy lean clay indicate an in-place moisture content of 4 percent, an in-place dry density of 101 pcf and a fines content of 76 percent. A one dimensional consolidation/swell test conducted on a sample of the sandy lean clay material indicates that the material is not moisture sensitive (expansive) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and slightly compressible under additional loading.

Silty Sand - The silty sand is loose to dense, dry to moist, contains various amounts of gravel, and is light brown to red in color.

Laboratory tests conducted on samples of the silty sand indicate an in-place moisture content of 2 percent, an in-place dry density of 82 pcf and a fines content of 41 percent.

Silty Gravel with Sand - The silty gravel with sand is medium dense to very dense, dry, contains some cobbles to boulders, and is light grey to light brown in color.

Laboratory tests conducted on samples of the silty gravel with sand indicate an in-place moisture content of 2 percent, a gravel content (percent retained on the No. 4 sieve) of 30 percent and a fines content of 37 percent.

Sandstone Bedrock - The sandstone bedrock is hard, dry, contains some conglomerate layers throughout, and is yellow to green to grey in color.

Mudstone Bedrock - The mudstone bedrock is soft, moist, low to medium plastic, and is green in color.

Laboratory tests conducted on samples of the mudstone bedrock indicate an in-place moisture content of 2 percent, in-place dry densities of 115 and 141 pcf and fines contents of 75 and 98 percent. Atterberg Limits tests indicate liquid limits of 25 and 39 percent and plasticity indexes of 15 and 17 percent. One dimensional consolidation/swell tests conducted on samples of the mudstone bedrock indicate that the material is moderately moisture sensitive (expansive) when wetted under a constant pressure of 1,000 pounds per square foot (psf) and highly compressible under additional loading. Approximately ½ and 3 percent swell potentials were measured during the consolidation/swell tests.

The Logs, Legend and Notes of Test Pits are shown on Figures 3-7. Laboratory test results are also shown on Figures 3-6 and are summarized in the Summary of Laboratory Test Results, Table 1. The One-dimensional Consolidation/Collapse/Swell Test Results are shown graphically on Figures 8-11.

SUBSURFACE WATER

Subsurface water was not encountered within the test pits to the maximum depth investigated, approximately 20 feet. Fluctuations in the groundwater level may occur over time. An evaluation of such fluctuations is beyond the scope of this report.

PROPOSED CONSTRUCTION

The property is proposed to be developed into a residential subdivision. The subdivision will include roadways, site improvements and underground utilities. Additionally, we anticipate building pads will be constructed to support single family, slab-on-grade residences.

Single-family, slab-on-grade residences are proposed for construction and will consist of single and multi-story construction. The residences will be constructed using conventional spread footings with slab-on-grade floors. The residences will likely be constructed with wood framing, stucco or rock veneer, and tile roofs. We do not anticipate the use of basements. If basements or pools are desired, AGEC should evaluate them on an individual case.

For design purposes, we have assumed wall loads of up to 3 kips per linear foot and column loads of up to 25 kips. As part of the development, we understand that roadways, utilities and city improvements will also be included. The roadways will likely include 45 and 50-foot right-of-ways (ROW). For design purposes, we have utilized a Traffic Index (TI) of 5 for 45 and 50-foot ROWs in accordance with the City of St. George standards. When a grading plan is completed it should be shared with AGEC to update the recommendations within this report if needed.

If the proposed construction, building loads or pavement requirements are significantly different from those listed, we should be notified so that we can reevaluate our recommendations.

RECOMMENDATIONS

Based on our experience in the area, the subsurface conditions encountered, laboratory test results, and the proposed construction, the following recommendations are given:

A. Site Grading

1. Subgrade Preparation

General - Prior to placing fill or concrete beneath building areas, pavement/flatwork or site improvements, the site should be grubbed to remove the existing vegetation and soil containing significant roots and organics. Organics and vegetation should be disposed of off-site.

The grubbed soil may be stockpiled for use in landscaped areas. If this soil is placed in landscaped areas, CMU fence footings or other structures/improvements which may be supported in these areas (above the grubbed soil) should be overexcavated to allow for the placement of properly compacted structural fill which extends to the appropriate depth as stated below.

Loose, Dry Collapsible Soil (buildings and structures) - Laboratory testing and observations of the subsurface soil during our investigation indicate the upper approximately 0 to 18½ feet of the near surface overburden soil (varies across the site) is loose, dry and potentially collapsible when wetted. Prior to placing fill or concrete, we recommend that the full depth of potentially collapsible soil be removed. The approximate depth of removal is shown on the site plan and test pit logs (Figures 2 and 3). This soil is unsuitable in its existing condition to support the proposed construction.

The limits of overexcavation should extend at least 5 feet beyond the perimeter of the proposed building pads, including patios, porches and porch columns. The lateral extent of the overexcavation should be determined by survey and is the responsibility of the owner/contractor.

Consideration should also be given to extending the overexcavation to include areas which will support flatwork and other improvements such as masonry fences.

Alternative Collapsible Soil (buildings and structures) - As an alternative to removing the full depth of the collapsible soil, a process known as "pre-wetting" may be used to add moisture to the under-saturated soils. This process is intended to improve the support condition of the underlying soils by adding moisture and subsequently reducing the collapse potential prior to construction.

Our experience has shown that when the dry density exceeds on the order of 105 pcf or the fines content (percent silt and clay) is less than on the order of 15 percent, the underlying soils are typically less moisture sensitive regardless of the moisture condition. Laboratory testing performed for this project indicate that the upper sandy silt to silty sand have a density generally less than 105 pcf and fines content greater than 15 percent and therefore are considered to have collapse potential.

The prewetting process can typically be achieved by constructing a series of ponds over the area to be treated. Typically, the pre-wetting ponds should be no larger than 20,000 to 25,000 square feet to ensure a relatively even distribution of water treatment. Based upon previous pre-wetting studies, we estimate a 1 foot high column of water will be necessary to treat every 2 to 3 feet of the underlying potentially collapsible soil and result in an increased saturation (of the soils) which exceeds approximately 50 percent. Pre-wetting near existing homes or site improvements is not recommended and could result in settlement and subsequent distress.

Upon completion of the pre-wetting program, we recommend conducting subsurface investigation to evaluate and verify the pre-wetting process was effective.

Subsequent to pre-wetting and prior refilling ponds or building pads, the bottom of the pre-wetting ponds should be overexcavated to remove loose, soft soils. The overexcavation should extend at least 3 feet below the existing grade or 3 feet below the bottom of footings, whichever is greater. An alternative to overexcavation of the wet soils would be to let the soils dry out prior to mass grading (AGEC should be consulted prior to grading, if this alternative is selected).

The limits of treatment should extend at least 5 feet beyond the perimeter of the proposed building pads, including patios, porches and porch columns. The lateral extent of the overexcavation should be determined by survey and is the responsibility of the owner/contractor.

Potentially Expansive Bedrock - Potentially expansive mudstone bedrock was encountered in test pits TP-4 and TP-12. Based on AGEC's experience in the area, a recommended separation of at least 5 feet above the potentially expansive mudstone should be maintain. Based on the observed depths of the mudstone AGEC does not anticipate the need for overexcavation of mudstone bedrock, however AGEC recommends that additional recommendations be provided once a final grading plan has been provided.

Pavement, Flatwork and Improvements - The pre-wetting method discussed above would be appropriate for these areas. If pre-wetting is not utilized, we recommend at a minimum that the upper 12 inches be scarified, moisture-conditioned, and compacted in areas which will support hard surfaces.

The overexcavation and compaction process is intended to reduce the potential for collapse and also to provide a less permeable, compacted zone of soil beneath the improvements supported above. However, potentially collapsible soils will still remain beneath the overexcavated zone. Settlement could still occur if the remaining collapsible soils are wetted.

The estimated settlement resulting from wetting of the potentially collapsible soils is provided in the following table. If the potential settlement is not acceptable, additional overexcavation or full depth treatment should be conducted. As a minimum, we recommend the exposed subgrade beneath roads and rigid improvements extend at least 5 feet below the existing grade to removed and recompact a portion of the underlying potentially collapsible soils.

Thickness of remaining potential collapsible soil (feet)	Estimated Additional Potential Future Surface Settlement (inches)
10	3 to 3½
8	2 to 2½
6	1½ to 2
4	¾ to 1½
2	½ to ¾
0	< ½

2. Excavation

We anticipate that excavation of the overburden soils and soft bedrock at the site can be accomplished with typical excavation equipment. Portions of deeper bedrock may require the use of heavy duty excavation equipment.

3. Grading Slopes and Trenches

The following table provides the maximum recommended slope steepness for a given slope condition. Slopes should include benches in accordance with the 2018 IBC.

Slope Condition	Maximum Slope (Horizontal:Vertical)
Permanent Cut Slopes in Overburden Soils	2:1
Unretained, Properly Compacted Fill	2½:1
Permanent Cut Slopes in Moderately Hard Bedrock	½:1
Utility Trenches in On-site Soils and Soft Bedrock (OSHA Soil Class C)	1½:1

Fill slopes should be graded by overbuilding and then cutting them back to the desired grade to provide a compacted slope face. Fill placed on existing slopes steeper than 3:1 should be placed using a benching procedure to key the fill into the existing slope. Benches should be of sufficient width to allow adequate area for the compaction equipment.

Steeper trenches may require the use of shoring or a trench box to provide a safe work environment. Safe trench excavation is the responsibility of the contractor.

4. Materials

A. Import Materials:

Import materials should be non-expansive, non-gypsiferous, granular soil. Listed below are the materials recommended for imported fill.

Area	Fill Type	Recommendations
Foundations/slabs	Site grading/ structural fill	**-200** <35%, **LL** <30% Maximum size: 4 inches Solubility < 1%
Underslab (upper 4 inches)	Base course	**-200** <12% Maximum size: 1 inch Solubility < 1%

-200 = Percent Passing the No. 200 Sieve

LL = Liquid Limit

B. On-site Materials:

The on-site soils, and properly processed siltstone and sandstone bedrock, free of organics and debris are suitable for use as structural fill, site grading fill, wall backfill and utility trench backfill. The bedrock should be processed such that the maximum particle size is 4 inches and at least 50 percent of the material passes the No. 4 sieve. The mudstone bedrock is not suitable for use and should be disposed of off site.

The potential impact of the collapsible characteristics of the underlying natural silt and sand can be reduced by protecting the collapsible soil from becoming wet. Placement of relatively low permeable fill above the natural soil can help reduce the possibility of water coming in contact with the underlying collapsible soil. The low permeable fill supporting these areas is intended to provide a low permeable zone to reduce the potential for water to infiltrate and wet the underlying subgrade.

Low permeable fill used should meet one of the following set of criteria.

Liquid Limit (%)	Percent Passing the No. 200 Sieve
45 +	15-20
30-45	20-40
0-30	30-100

Laboratory testing indicates the onsite soils would be suitable for use as low permeable fill.

5. Compaction

Compaction of materials placed at the site should equal or exceed the following minimum densities when compared to the maximum dry density as determined by ASTM D-1557:

Area	Percent Compaction
Subgrade	90
Footings/building pad	95
Site grading	95
Utility trenches	95
Wall backfill (as needed)	95

To facilitate the compaction process, the overburden soil and processed, non-expansive bedrock should be moisture conditioned to within 2 percentage points of the optimum moisture content as determined by ASTM D-1557 prior to placement.

Fill should be placed in loose lift thicknesses which do not exceed the capacity of the equipment being utilized. Generally, 6 to 8-inch loose lifts are adequate. Lift thicknesses should be reduced to 4-inches for hand compaction equipment.

6. Shrinkage

We anticipate a significant volume loss of material during the compaction process. Based on our experience, we anticipate on the order of 25 percent loss of the material in the compacted zone. We also anticipate a loss of 2 to 4 inches of surface elevation during the pre-wetting and replacement (loading) and compaction of the materials and the exposed subgrade. These volume losses should be taken into account for material quantity estimates.

7. Surface Drainage

Positive site drainage should be maintained during the course of construction. After construction has been completed, positive drainage of the surface water away from the buildings in each direction must be maintained. To reduce infiltration adjacent to foundations we recommend the following:

a. A minimum slope of 6 inches in the first 10 feet from the perimeters of the structures should be provided.

b. Roof gutter systems should be installed around the perimeters of the structures. Roof downspouts should discharge away from the buildings so as to prevent ponding adjacent to foundations. We recommend piping roof gutter downspouts off site directly into the adjacent curb and gutter.

c. Placement of 3 to 4 foot wide concrete aprons around the perimeters of the structures.

d. Landscaping requiring water should not be placed adjacent to foundations or within 10 feet of foundations.

e. Below grade portions of walls/fences which are backfilled with soil should be protected with an impermeable membrane and a subsurface drain on the backfilled side. A gravel covered, perforated PVC pipe should also be placed at the base of the wall to carry water to a discharge point. This is intended to reduce the potential for salt weathering and sulfate attack on concrete/masonry.

B. Foundations

This report does not address support of swimming pools or basements. Support of pools and basements should be addressed with a lot specific subsurface investigation to provide additional support and grading recommendations. Recommendations for design of conventional spread and spot footings are provided below.

1. Bearing Material

The proposed residences may be supported on conventional spread footings bearing on a minimum of 1 foot of properly compacted structural fill underlain by a properly prepared subgrade. Specifically, the subgrade should be prepared during site grading by overexcavating the building pads to remove unsuitable soils as recommended in the Subgrade Preparation section of this report.

2. Bearing Pressures

Footings bearing on properly compacted structural fill may be designed for the following net allowable bearing pressures.

Load Condition	Net Allowable Bearing Pressure (psf)
Walls	2,000
Spots/Columns	2,500

3. Footing Width and Embedment

Footings should have a minimum width of 18 inches and should be embedded at least 12 inches below the lowest adjacent grade.

4. Temporary Loading Conditions

The allowable bearing pressures may be increased by one-half for temporary loading conditions such as wind or seismic loads.

5. Settlement

We estimate that settlement will be approximately 1 inch for footings designed as indicated above due to the load of the structure. Differential settlement is estimated to be approximately ½ inch.

6. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to placement of fill or concrete.

7. Foundation Setback

Foundations should be set back from the top crest of slopes a horizontal distance equal to or greater than ⅓ the total slope height.

C. **Concrete Slab-on-Grade**

1. Slab Support

Concrete slabs may be supported on a zone of properly prepared (overexcavated) and compacted fill as stated in the Subgrade Preparation and Materials sections of this report with a minimum thickness of at least 12 inches.

2. Underslab Base Course

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and promote even curing of the concrete.

3. Vapor Barrier

A vapor barrier should be placed below slabs in areas which will receive sensitive floor coverings or coverings which are impermeable. Vapor barriers also provide protection from salt and sulfate attack.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for spread footings is controlled by sliding resistance developed between the footing and the subgrade soil. An ultimate friction value of 0.40 may be used in design for ultimate lateral resistance of footings bearing on properly compacted on-site soils. The friction value may be increased to 0.45 if the foundations bear on imported, granular structural fill or gravel soils.

2. Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. We recommend the basement walls be designed in an at-rest condition.

The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

Description	Active	At-Rest	Passive
Fine/Granular-Grained Backfill - Equivalent Fluid Weight	38 pcf	58 pcf	260 pcf
Fine/Granular-Grained Backfill - Earth Pressure Coefficient	0.33	0.50	-

Care should be taken to prevent percolation of surface water into the backfill material adjacent to the retaining walls. The risk of hydrostatic buildup can be reduced by placing a subdrain behind the walls consisting of free-draining gravel wrapped in a filter fabric.

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be modified as follows according to the Mononobe-Okabe method assuming a level backfill condition:

Lateral Earth Pressure Condition	Seismic Modification (2% PE in 50 yrs)
	Fine/Granular Backfill
Active	9 pcf increase
At-rest	no increase
Passive	22 pcf decrease

The resultant of the seismic increase should be placed up 60 percent of the height of the wall.

4. Safety Factors

The values recommended assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. **Seismicity, Liquefaction and Faulting**

1. Listed below is a summary of the site parameters as required by the 2018 International Building Code and ASCE 7-16:

Description	Seismic Parameter
	2,500 yr event (≈2% PE in 50 yrs)
2018 IBC	C
PGA	0.26g
S_s (0.2 second period)	0.59g
S_1 (1 second period)	0.19g
F_a	1.26
F_v	1.50
F_{PGA}	1.20

The values provided above were generated using the ASCE 7-16 Seismic Hazard Tool. Based on the observed subsurface conditions, a ground motion hazard analysis (GMHA) as per ASCE 7-16 is not required by the 2018 International Building Code.

2. Liquefaction

Based on subsurface conditions encountered in the test pits, the subsurface soils observed are non-liquefiable to the depths investigated during a seismic event. Liquefiable soils at greater depths are not likely due to the relatively shallow bedrock.

3. Faulting

Based on a review of available geologic literature, there are no mapped faults extending near or through the site.

F. Soil Corrosion

Based on our experience in the area, the on-site soils, bedrock, and many imported sources may contain sulfates in sufficient concentration to be corrosive to concrete. Therefore, we recommend concrete elements that will be exposed to the on-site soils be designed in accordance with provisions provided in the American Concrete Institute Manual of Concrete Practice (ACI) 318-14. Tables 19.3.1.1 and 19.3.2.1 of ACI 318-14 should be referenced for design of concrete elements utilizing a Sulfate Exposure Class of S2.

Consideration should also be given to cathodic protection of buried metal pipes. We recommend utilizing PVC pipes where local building codes allow.

G. Pavement

1. Subgrade Support

We anticipate that the subgrade materials beneath the pavement areas will consist of sandy silt to silty sand. Prior to placement of road base, the subgrade should be prepared as recommended in the subgrade preparation section of this report. A California Bearing Ratio (CBR) of 7 percent was assumed for a properly compacted subgrade for purposes of design.

2. Pavement Thickness

Based on the assumed traffic loadings and St. George City traffic indexes, a 20-year design life, and AASHTO design methods, the following pavement sections are recommended.

Roadway	TI	Asphalt (in.)	Base Course (in.)
45-Foot ROW	5	2½	6
50-Foot ROW	5	2½	6

3. Pavement Materials

The pavement materials should meet City of St. George specifications for gradation and quality. The pavement thicknesses indicated above assume that the base course is a high quality material with a CBR of at least 50 percent and the asphaltic concrete has a minimum Marshall stability of 1,800 pounds. Other materials may be considered for use in the pavement section. The use of other materials may result in other pavement material thicknesses.

4. Drainage

The collection and diversion of drainage away from the pavement surface is extremely important to the satisfactory performance of the pavement section. Proper drainage should be provided.

H. Construction Testing and Observations

We recommend the following testing and observations be done as a minimum as required by the City of St. George.

1. Observe grubbing and verify removal of soil containing roots and organics.

2. Verify that recommended overexcavation depths or subgrade treatment is achieved to appropriate depth in the building pad areas and beneath roadways.

3. Verify that potentially collapsible soils have been overexcavated or prewetted in the outlined area (shown on Figure 2).

4. After mass grading is complete, additional exploration may be necessary in "cut" areas to verify subsurface conditions and the depth to underlying potentially expansive layers of bedrock.

5. Verify that recommended structural fill depths are provided below foundations and slabs.

6. Conduct compaction testing on fill placed below foundations and in building pads. We recommend testing each foot of fill placed.

7. Conduct construction materials testing on city improvements at a frequency which meets or exceeds St. George City requirements.

I. Geotechnical Recommendation Review

The client should familiarize themselves with the information contained in this report. If specific questions arise or if the client does not fully understand the conclusions/recommendations provided, AGEC should be contacted to provide clarification.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the excavated test pits, the data obtained from laboratory testing and our experience in the area. Variations in the subsurface conditions may not become evident until excavation is conducted. If the subsurface conditions or groundwater level are found to be significantly different from those described above, we should be notified to reevaluate our recommendations.

If you have any questions or if we can be of further service please call.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Joseph T. Zaleski, P.E.

Reviewed by: Jake Erickson, P.E.

P:\2020 Project Files\2200500\2200519 - Desert Cliffs Area 165 Acres\desert cliffs area 1





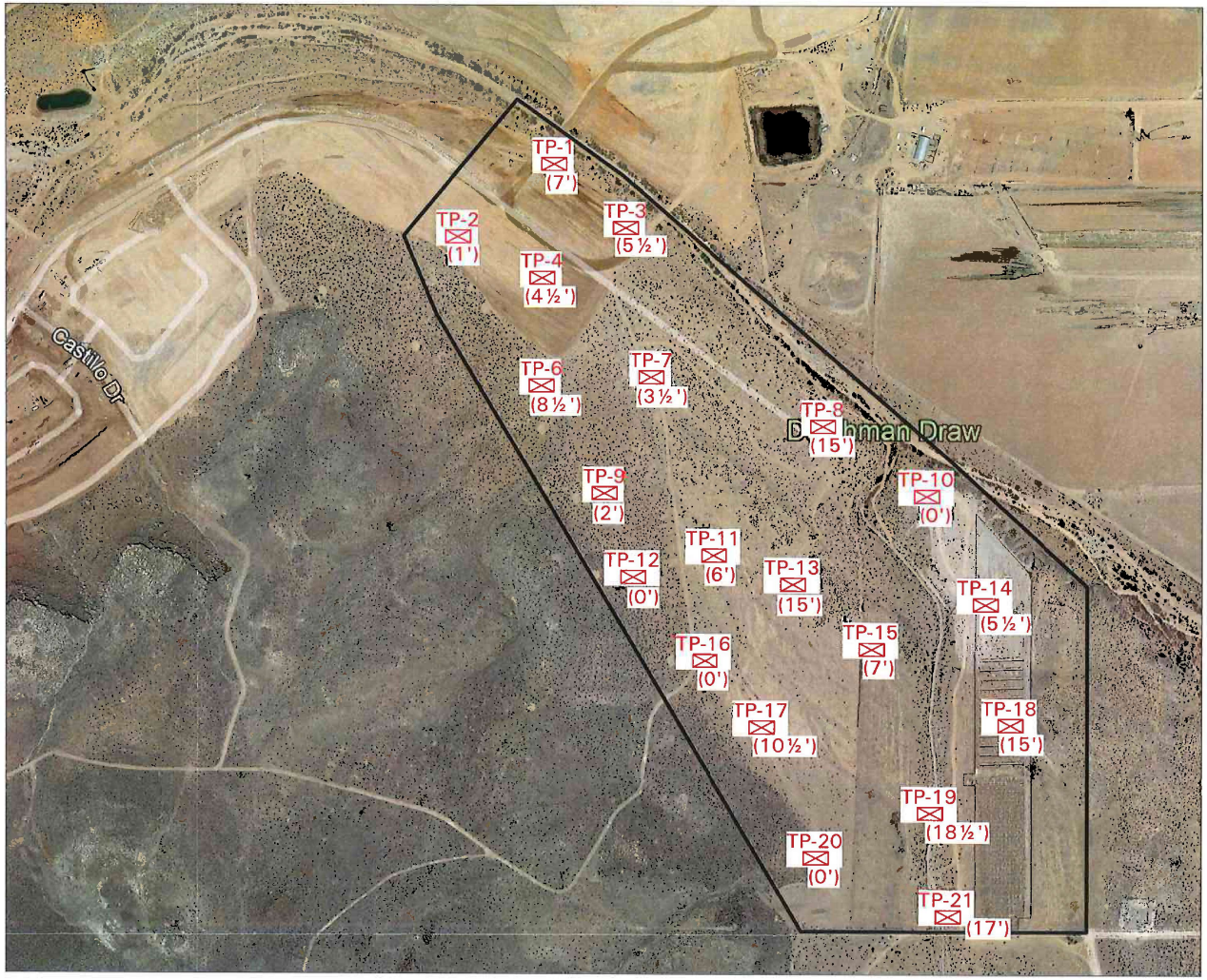
DESERT CLIFFS AREA
165 ACRES AT DESERT CANYONS
ST. GEORGE, UTAH

N

Not to Scale

2200519	AGEC	Vicinity Map	Figure 1

DESERT CLIFFS AREA
165 ACRES AT DESERT CANYONS
ST. GEORGE, UTAH



⊠ Approximate test pit location

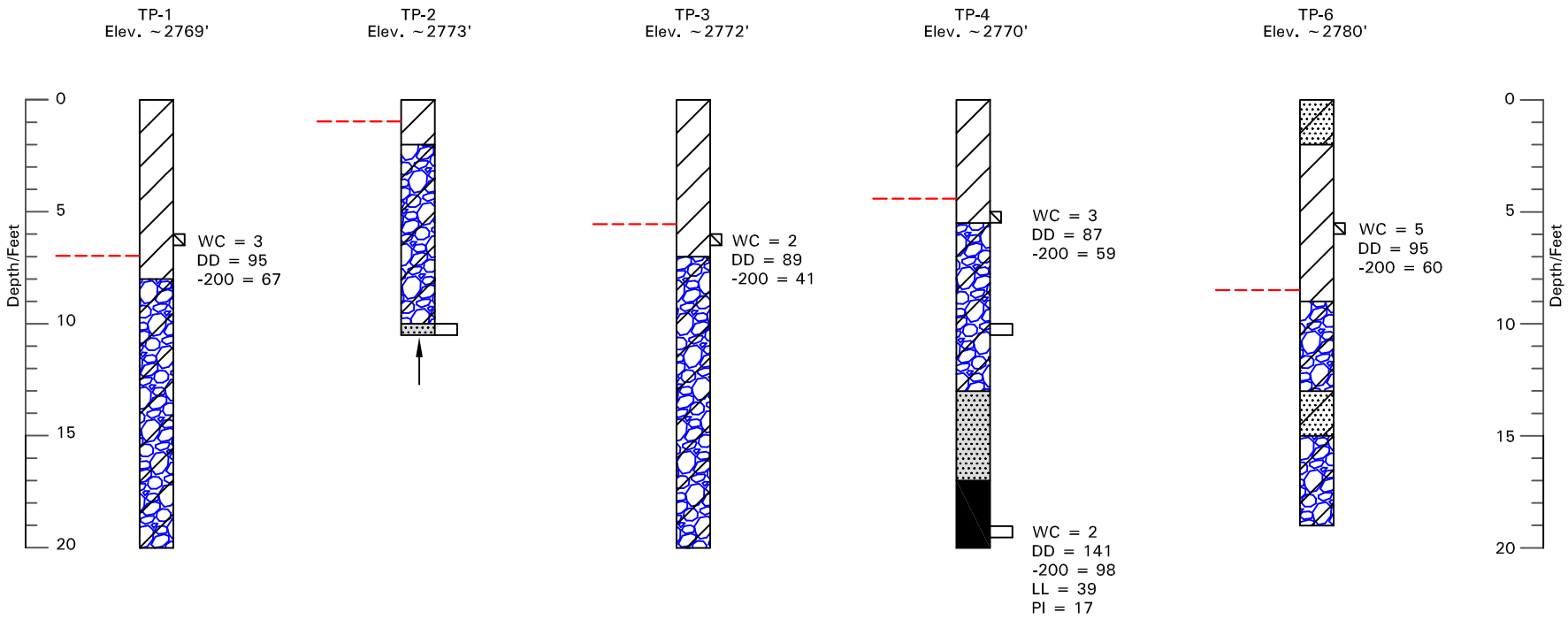
(#') Approximate depth of overexcavation

N

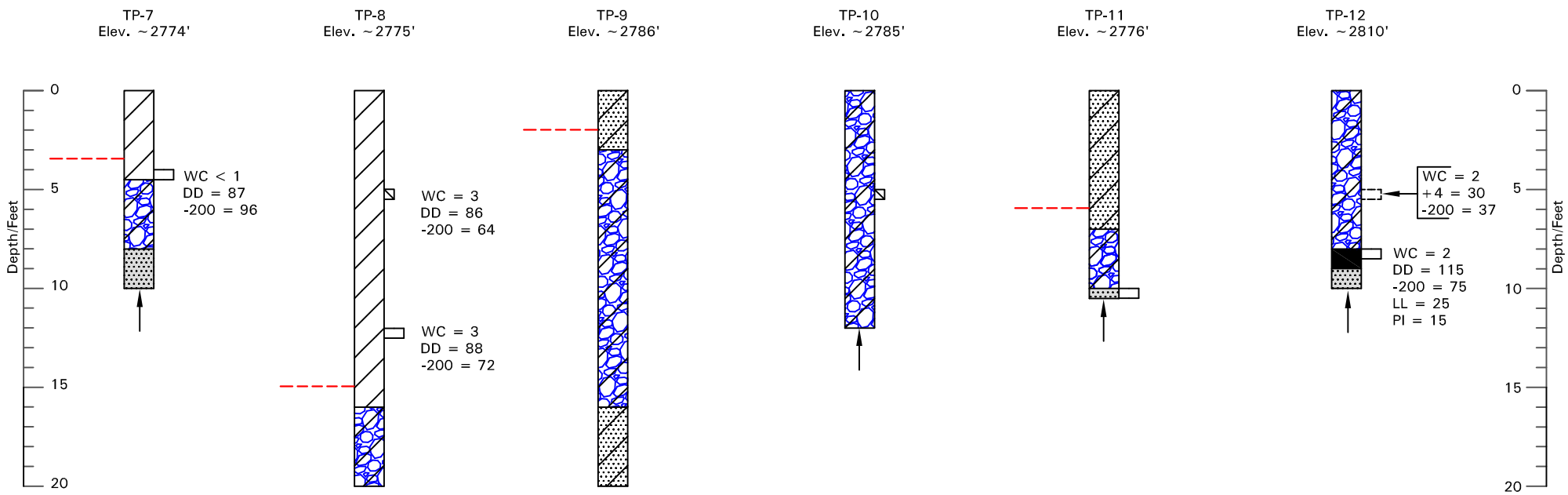
0 500 1000 feet

Approximate Scale

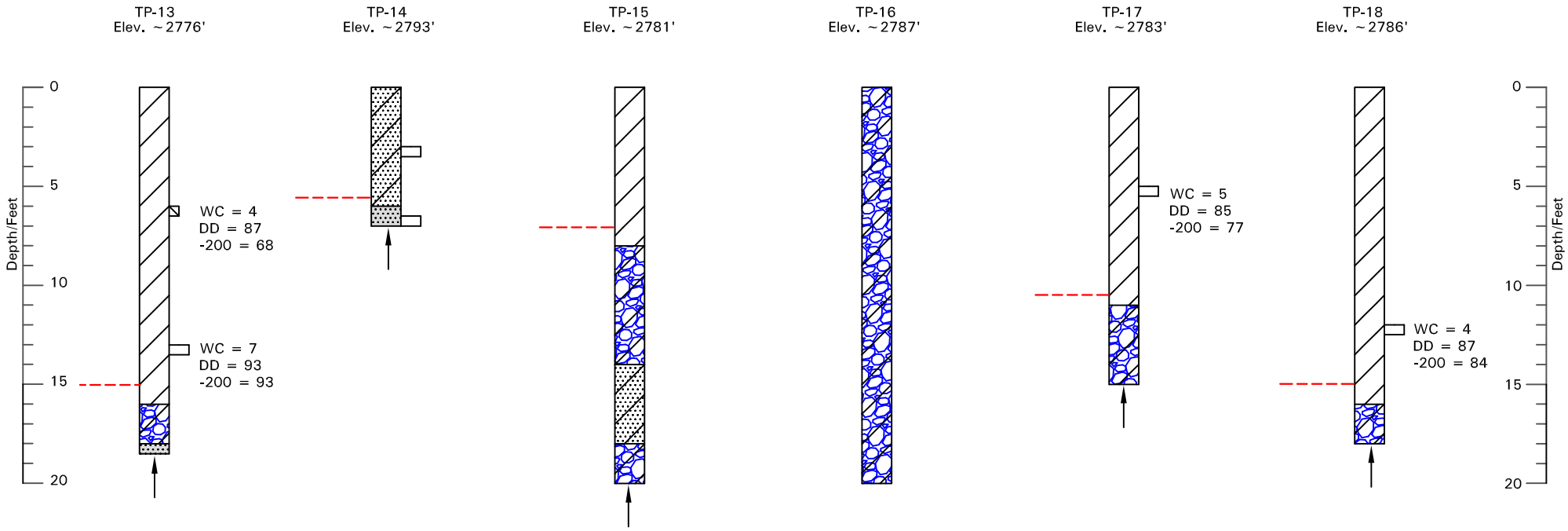
2200519	AGEC	Site Plan	Figure 2



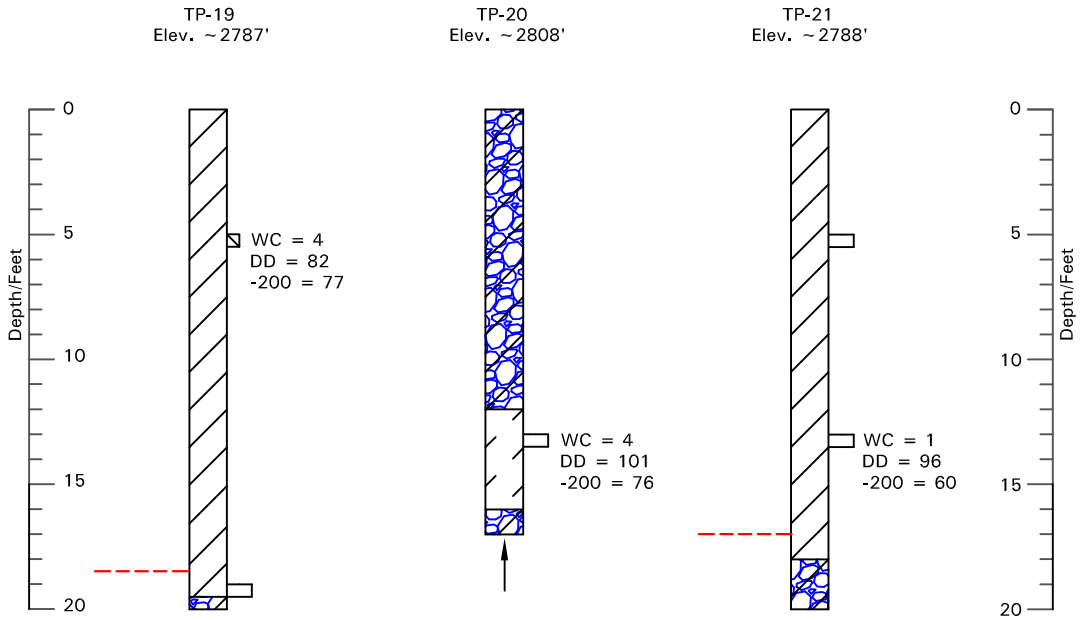
2200519	AGEC	Logs of Test Pits	Figure 3



2200519	AGEC	Logs of Test Pits	Figure 4



2200519	AGEC	Logs of Test Pits	Figure 5


TP-19
Elev. ~2787'
TP-20
Elev. ~2808'
TP-21
Elev. ~2788'
Depth/Feet
0
5
10
15
20
WC = 4
DD = 82
-200 = 77
WC = 4
DD = 101
-200 = 76
WC = 1
DD = 96
-200 = 60

LEGEND:



Sandy Silt (ML); medium dense, dry, porous, roots near surface, various amounts of sand, and is light brown in color.



Sandy Lean Clay (CL); medium dense to dense, dry, low plastic, and is light brown in color.



Silty Sand (SM); loose to dense, dry to moist, various amounts of gravel, and is light brown to red in color.



Silty Gravel with Sand (GM); medium dense to very dense, dry, some cobbles to boulders, and is light grey to light brown in color.



Sandstone Bedrock; hard, dry, some conglomerate layers, and is yelllow/green/grey in color.



Mudstone Bedrock; soft, moist, low to medium plastic, and is green in color.



Indicates relatively undisturbed hand drive sample taken.



Indicates relatively undisturbed block sample taken.



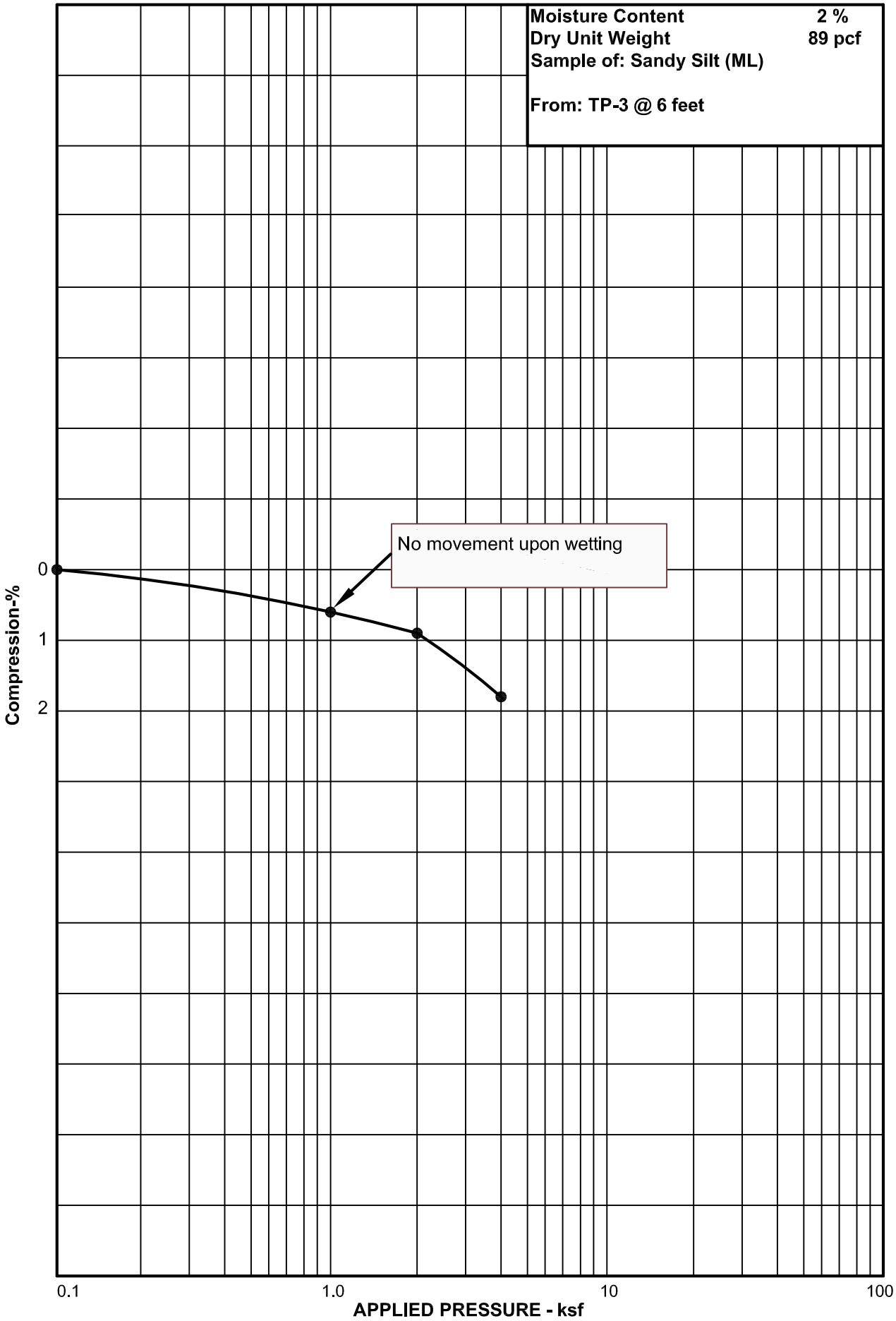
Indicates disturbed sample taken.

Indicates practical backhoe refusal on boulders, sandstone bedrock, or limestone bedrock.

NOTES:

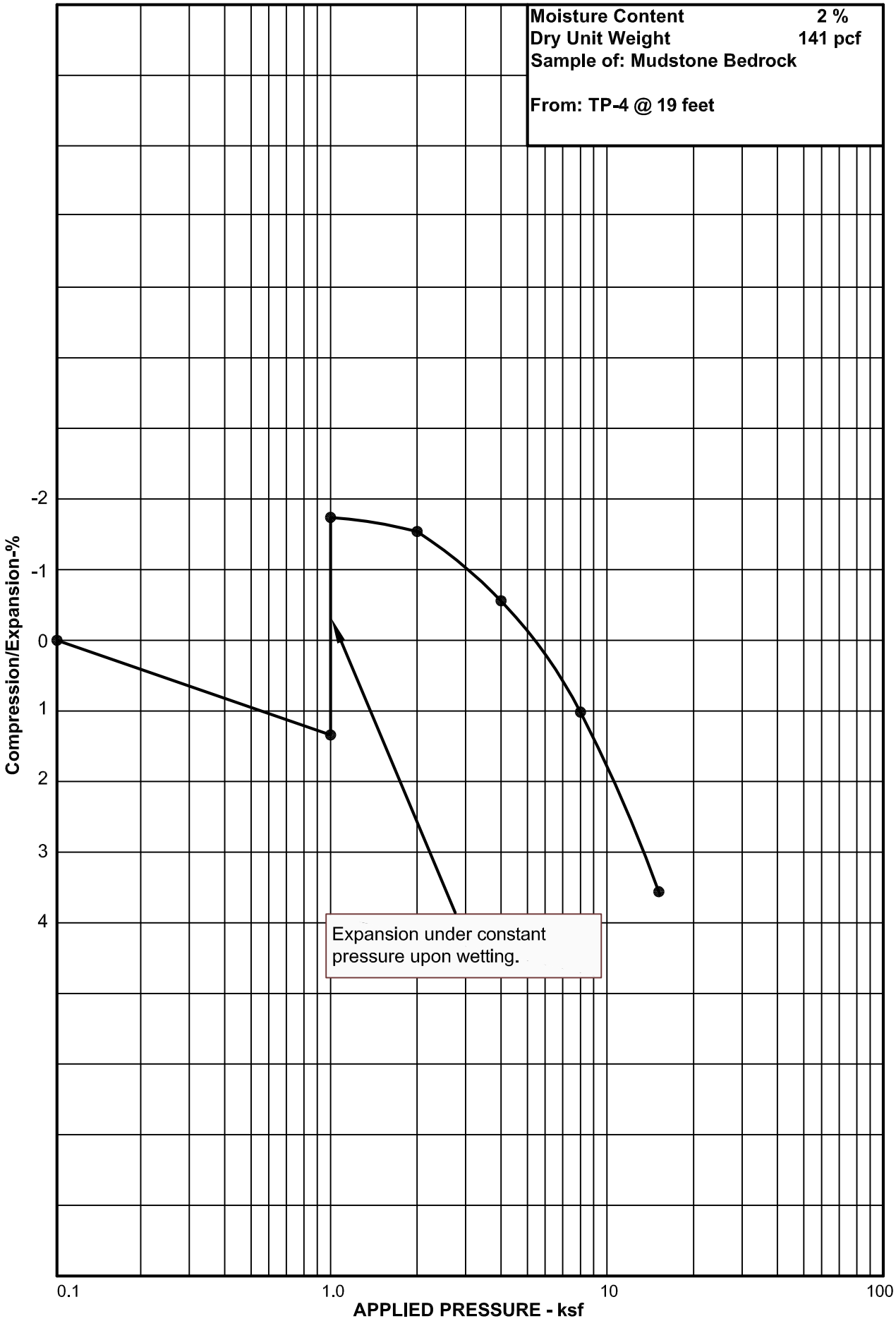
1. The test pits were excavated on June 23, 24, and 25, 2020 with a trackhoe.
2. The locations of the test pits were measured by pacing from property corners.
3. The elevations of the test pits were estimated from the Google Earth elevations.
4. The test pit locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between the materials shown on the test pit logs represent the approximate boundaries between material types and the transitions may be gradual.
6. Free water was not encountered in the borings at the time of drilling.
7. WC = water content (%);
   DD = dry density (pcf);
   +4 = percent retained on the No. 4 sieve;
   -200 = percent passing No. 200 sieve;
   PI = plasticity index (%);
   NP = non-plastic;

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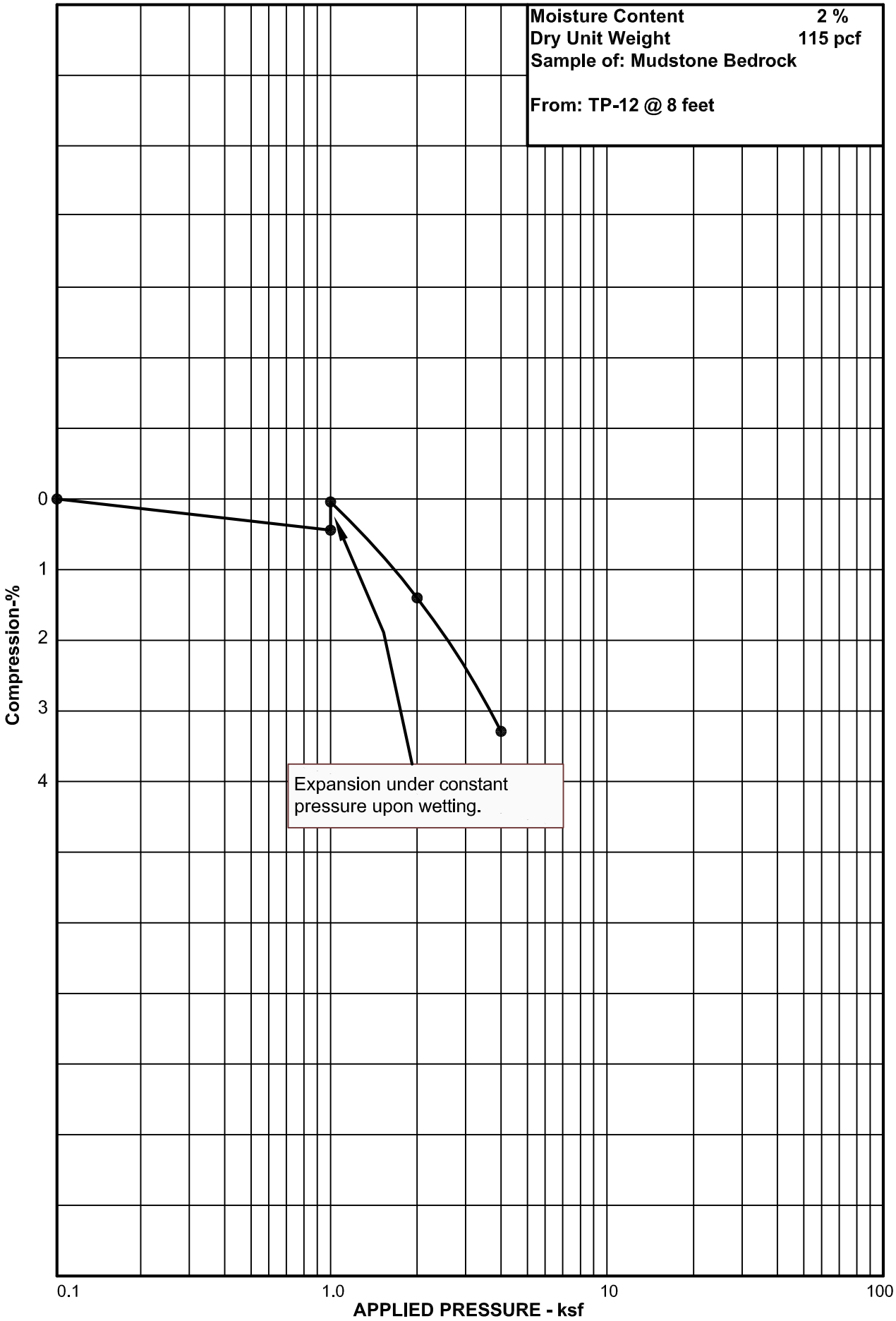
Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 8**

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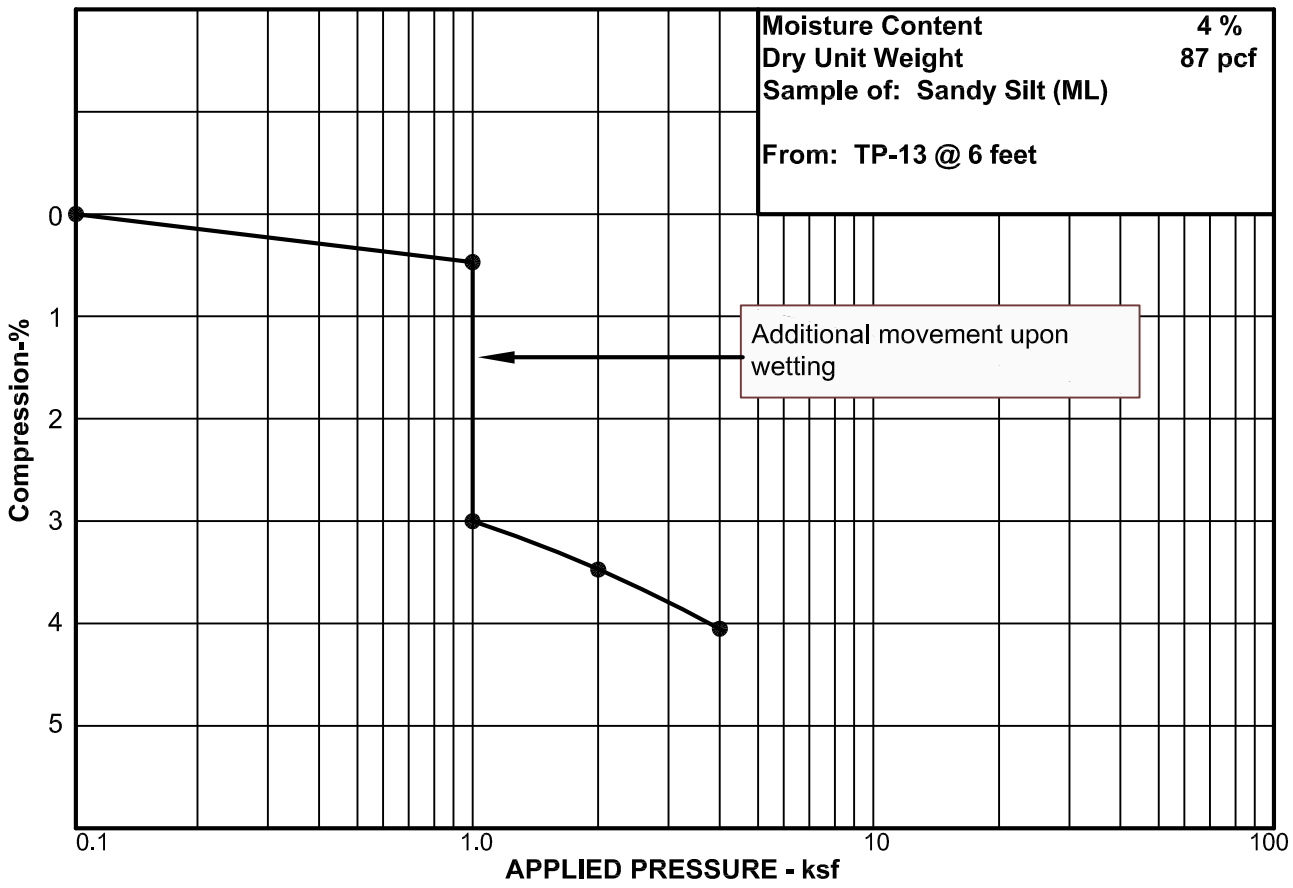
Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 9**

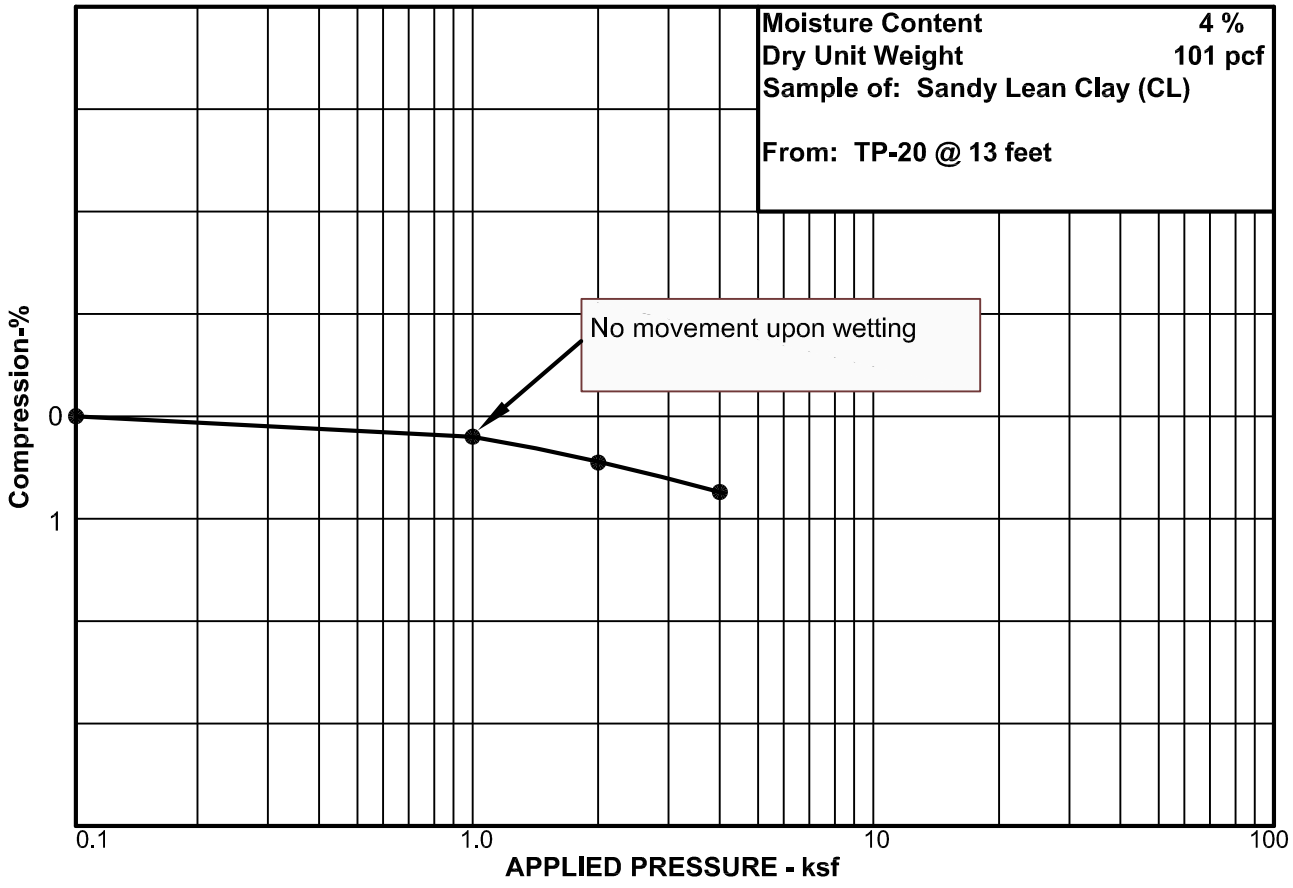
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Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 10**

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Project No. 2200519 **CONSOLIDATION TEST RESULTS** **Figure 11**

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TABLE I

SUMMARY OF LABORATORY TEST RESULTS

Desert Cliff Area

Project Number 2200519

Sample Location		Natural Moisture Content (%)	Natural Dry Density (pcf)	Gradation			Atterberg Limits		Sample Classification
Test Pit No.	Depth (feet)			Gravel (%)	Sand (%)	Silt/ clay (%)	Liquid Limit (%)	Plasticity Index (%)	
TP-1	6	3	95			67			Sandy Silt (ML)
TP-3	6	2	89			41			Silty Sand (SM)
TP-4	5	3	87			59			Sandy Silt (ML)
TP-4	19	2	141			98	39	17	Mudstone Bedrock
TP-6	5½	5	95			60			Sandy Silt (ML)
TP-7	4	<1	87			96			Silt (ML)
TP-8	5	3	86			64			Sandy Silt (ML)
TP-8	12	3	88			72			Silt with Sand (ML)
TP-12	5	2		30	33	37			Silty Gravel with Sand (GM)
TP-12	8	2	115			75	25	15	Mudstone Bedrock
TP-13	6	4	87			68			Sandy Silt (ML)
TP-13	13	7	93			93			Silt (ML)
TP-17	5	5	85			77			Silt with Sand (ML)
TP-18	12	4	87			84			Silt with Sand (ML)
TP-19	5	4	82			77			Silt with Sand (ML)
TP-20	13	4	101			76			Sandy Lean Clay (CL)
TP-21	13	1	96			60			Sandy Silt (ML)

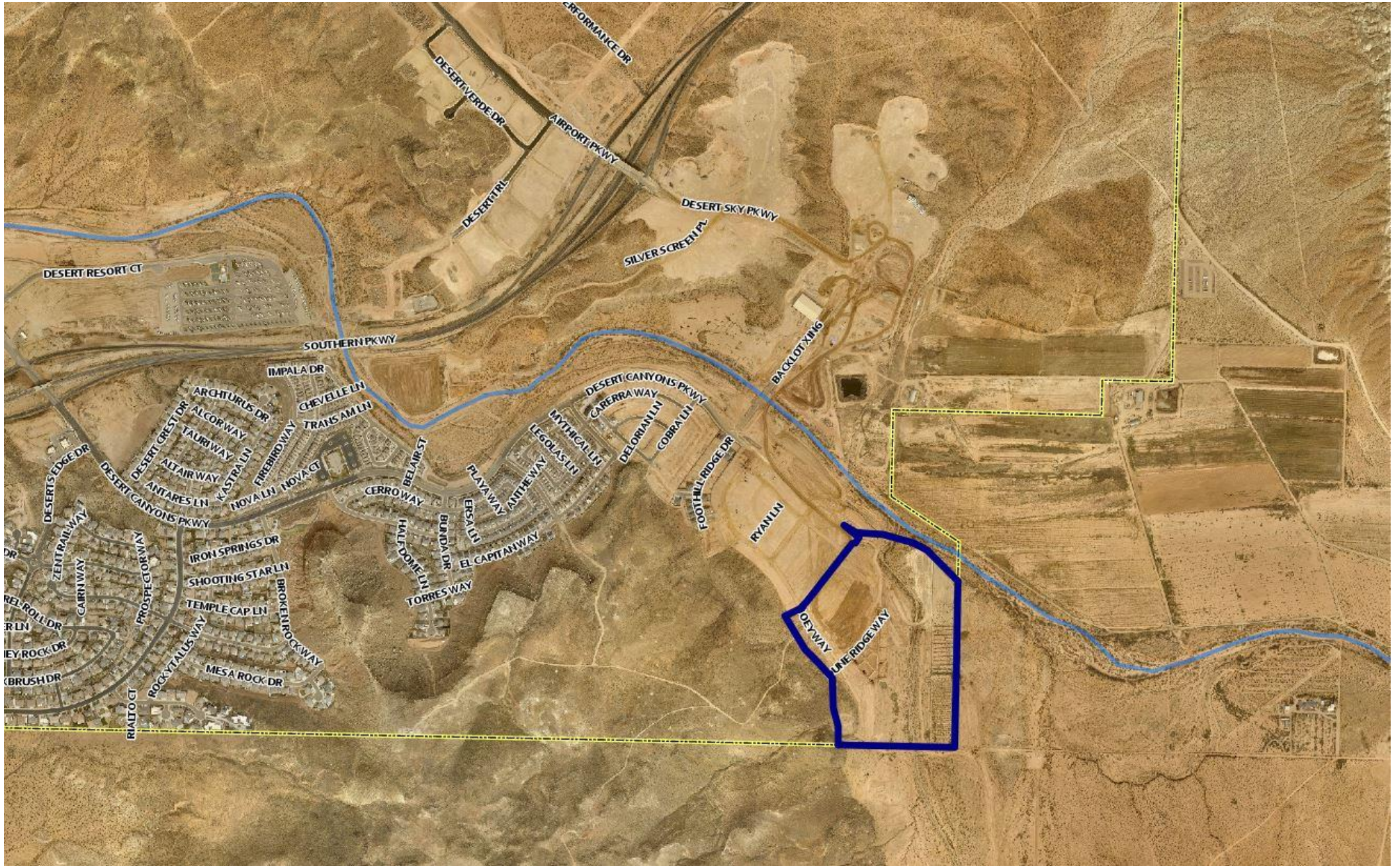
EXHIBIT H
POWERPOINT PRESENTATION



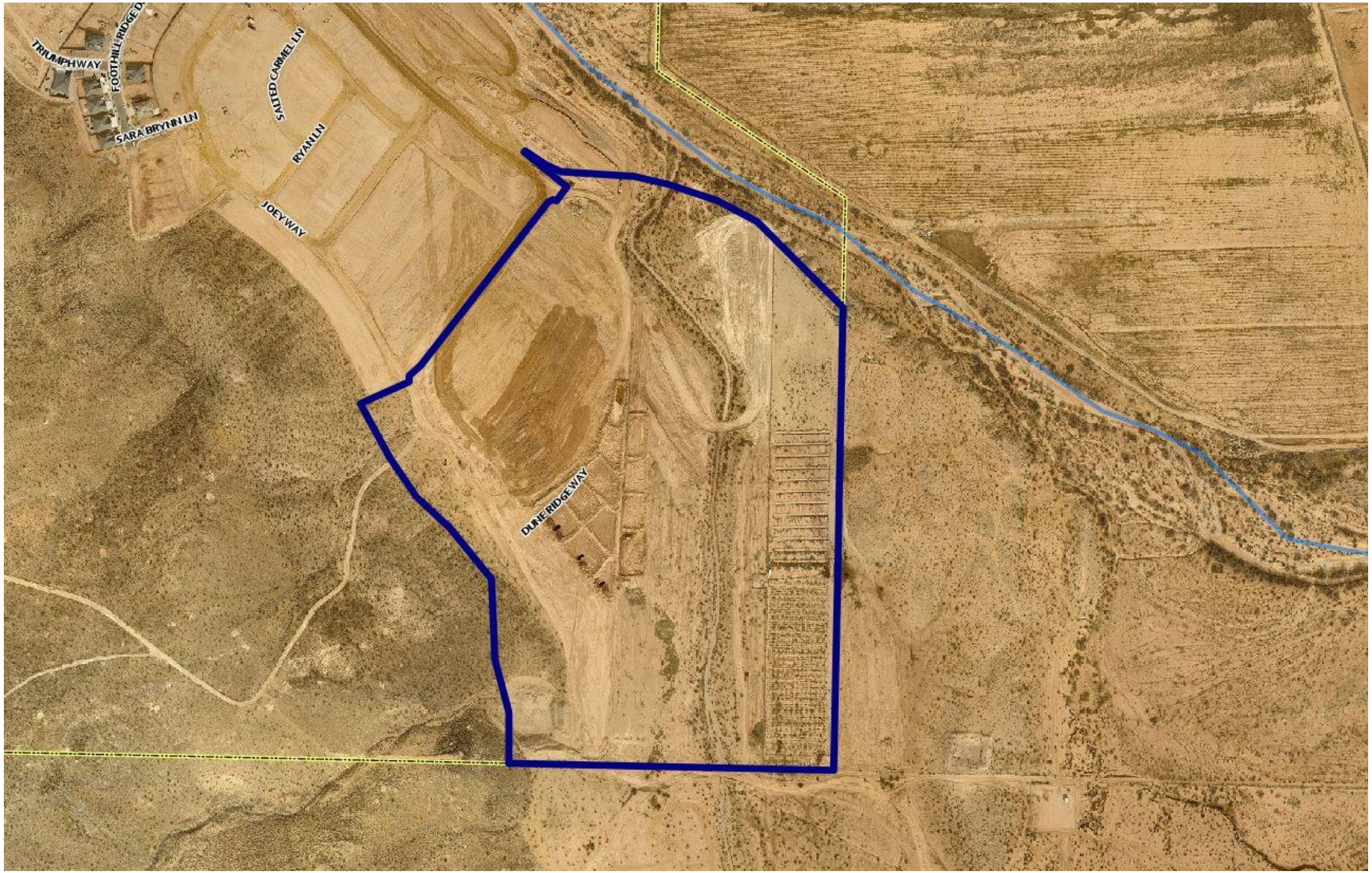
Desert Haven Hillside

2026-PP-020

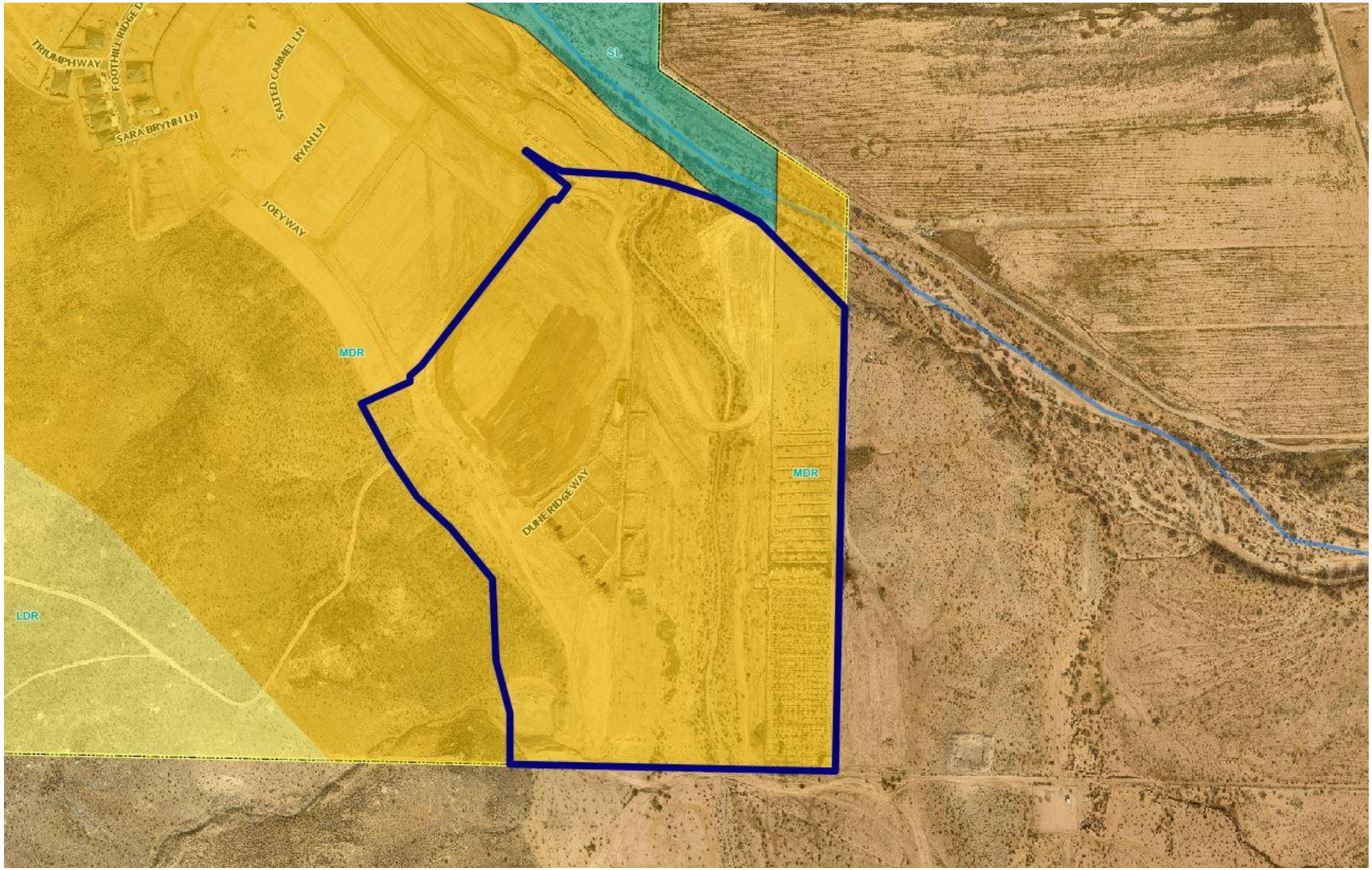
Vicinity Map



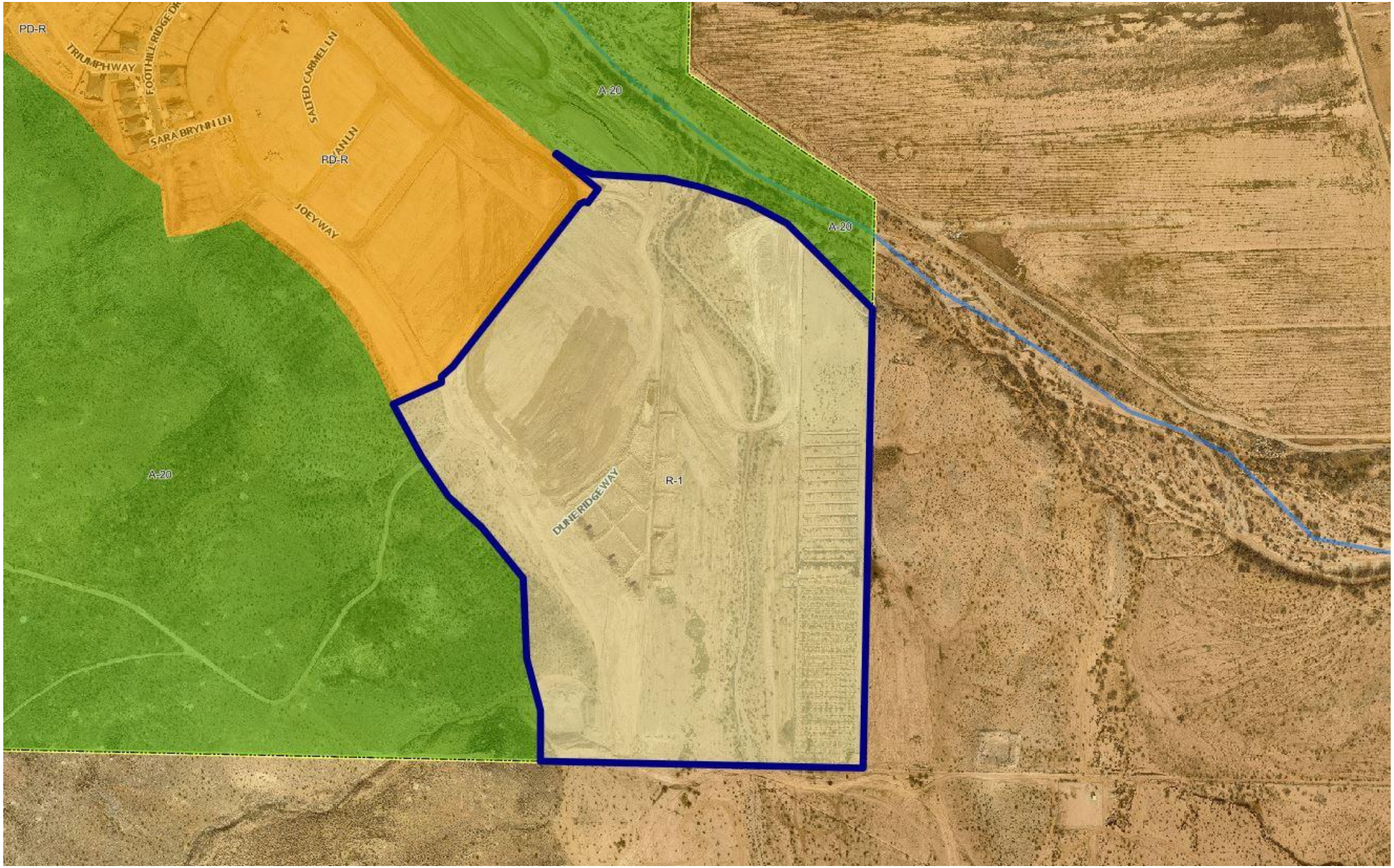
Aerial Map


TRIUMPH WAY
FOOTHILL RIDGE DR
SARA BRYNN LN
SALTED CARMEL LN
RYAN LN
JOEY WAY
DUNE RIDGE WAY

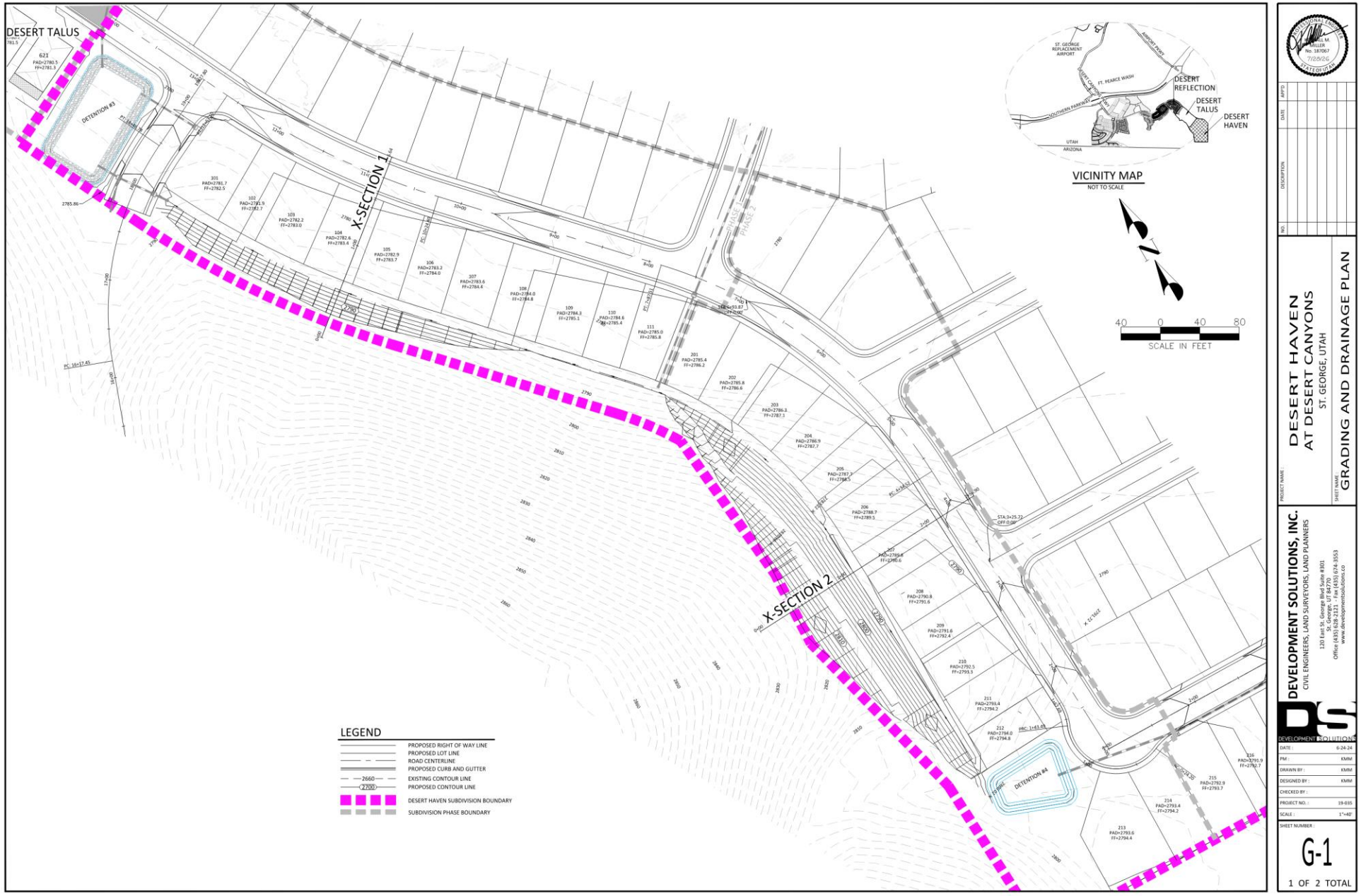
Land Use Map


TRIUMPH WAY
FOOTHILL RIDGE D
SARA BRYNN LN
SALTED CARMEL LN
RYAN LN
JOEY WAY
SL
MDR
MDR
DUNE RIDGE WAY
LDR

Zoning Map


PD-R
TRIUMPH WAY
FOOTHILL RIDGE DR
SARA BRYNN LN
SALTED CARMEL LN
RD-R
JOEY WAY
A-20
A-20
A-20
R-1
DUNE RIDGE WAY

Proposed Grading and Drainage Plan



DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd Suite #301
St. George, Utah 84770
Office (435) 628-1231 Fax (435) 674-3553
www.developmentsolutions.co

DESERT HAVEN
AT DESERT CANYONS
ST. GEORGE, UTAH

GRADING AND DRAINAGE PLAN

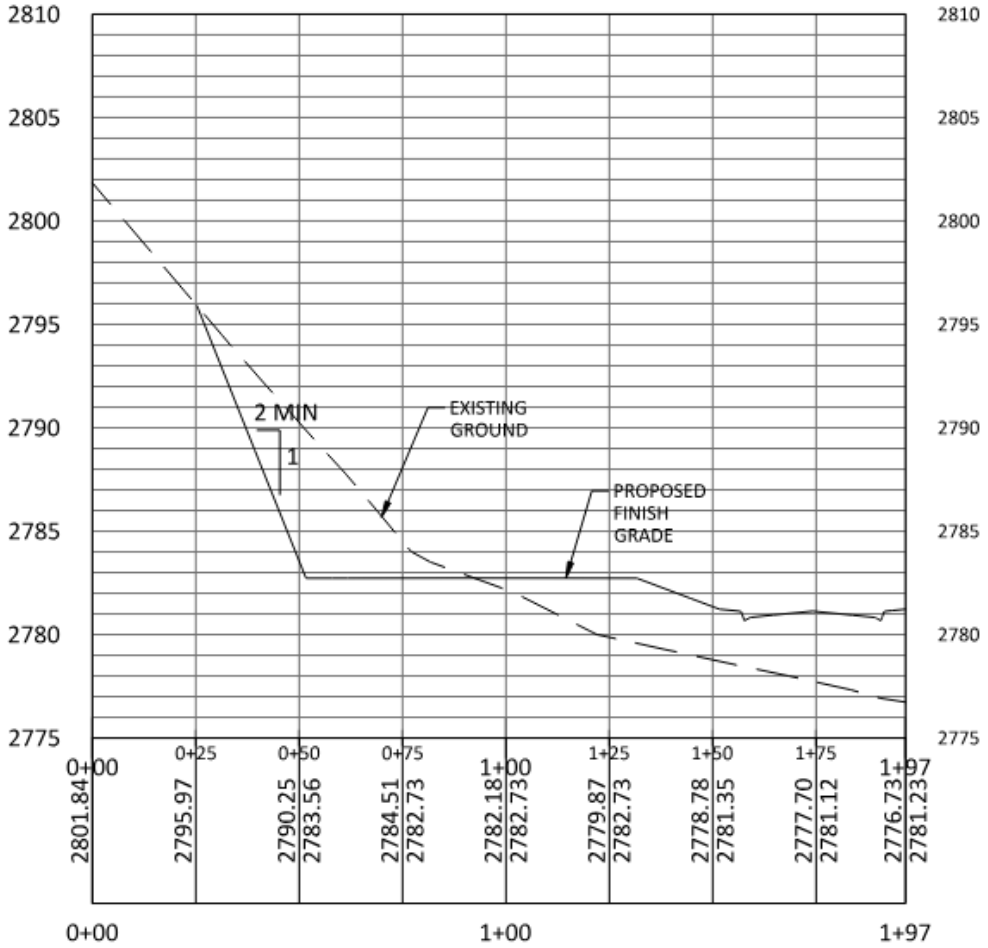
DATE :	6-24-24
PM :	KMM
DRAWN BY :	KMM
DESIGNED BY :	KMM
CHECKED BY :	
PROJECT NO. :	19-035
SCALE :	1"=40'

SHEET NUMBER :

G-1

1 OF 2 TOTAL

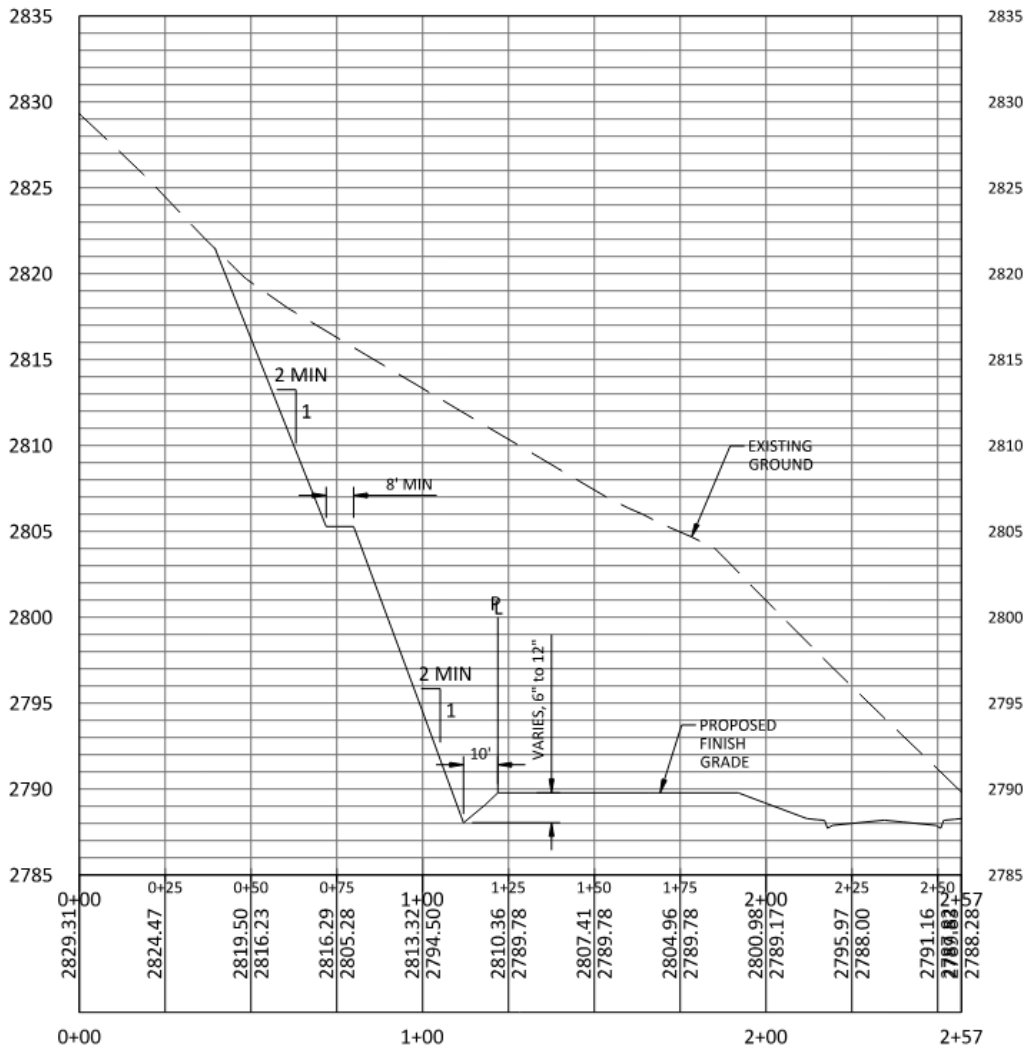
Proposed Cross Section 1



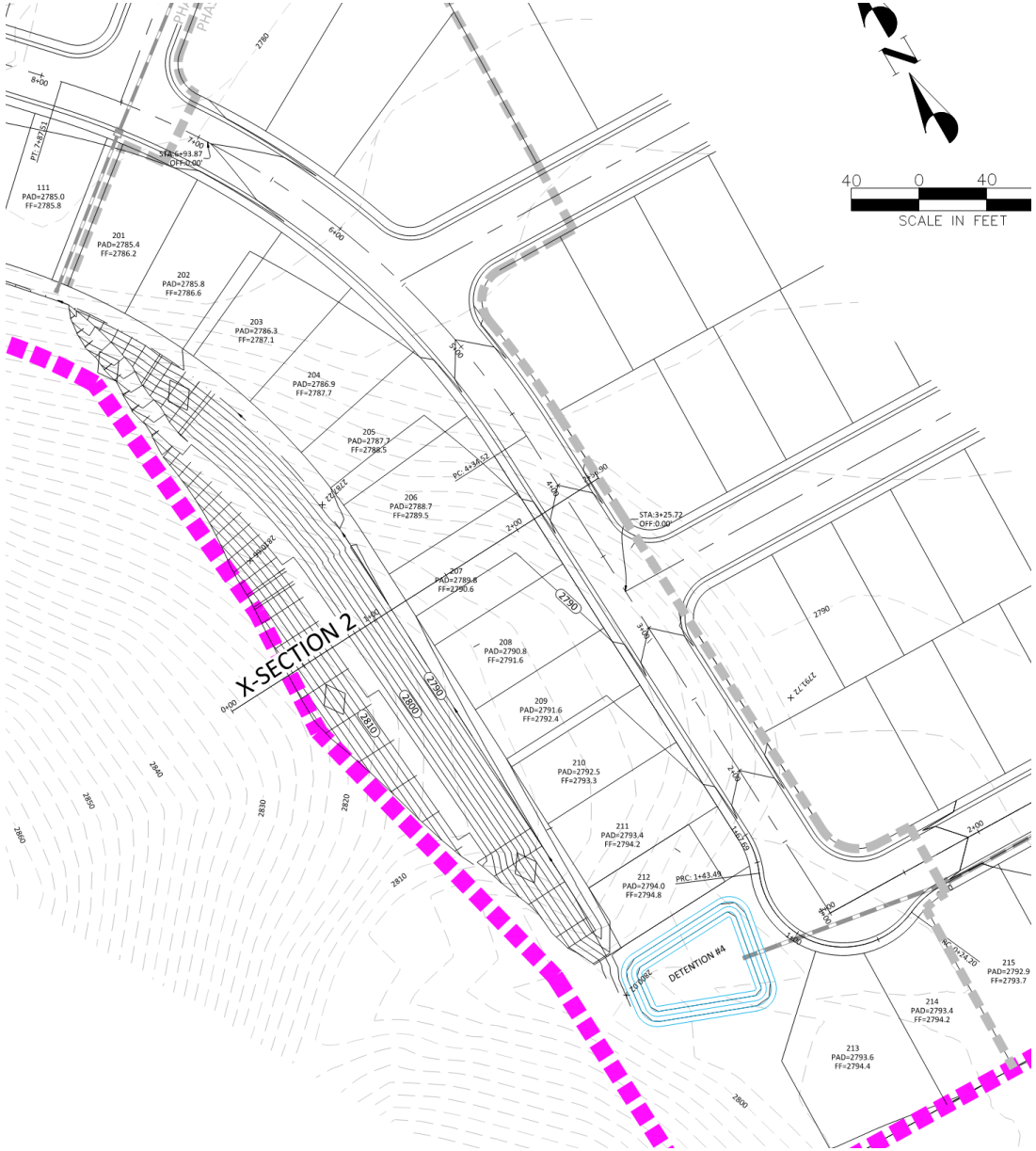
HAVEN X-SECTION 1
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 1+97



Proposed Cross Section 2



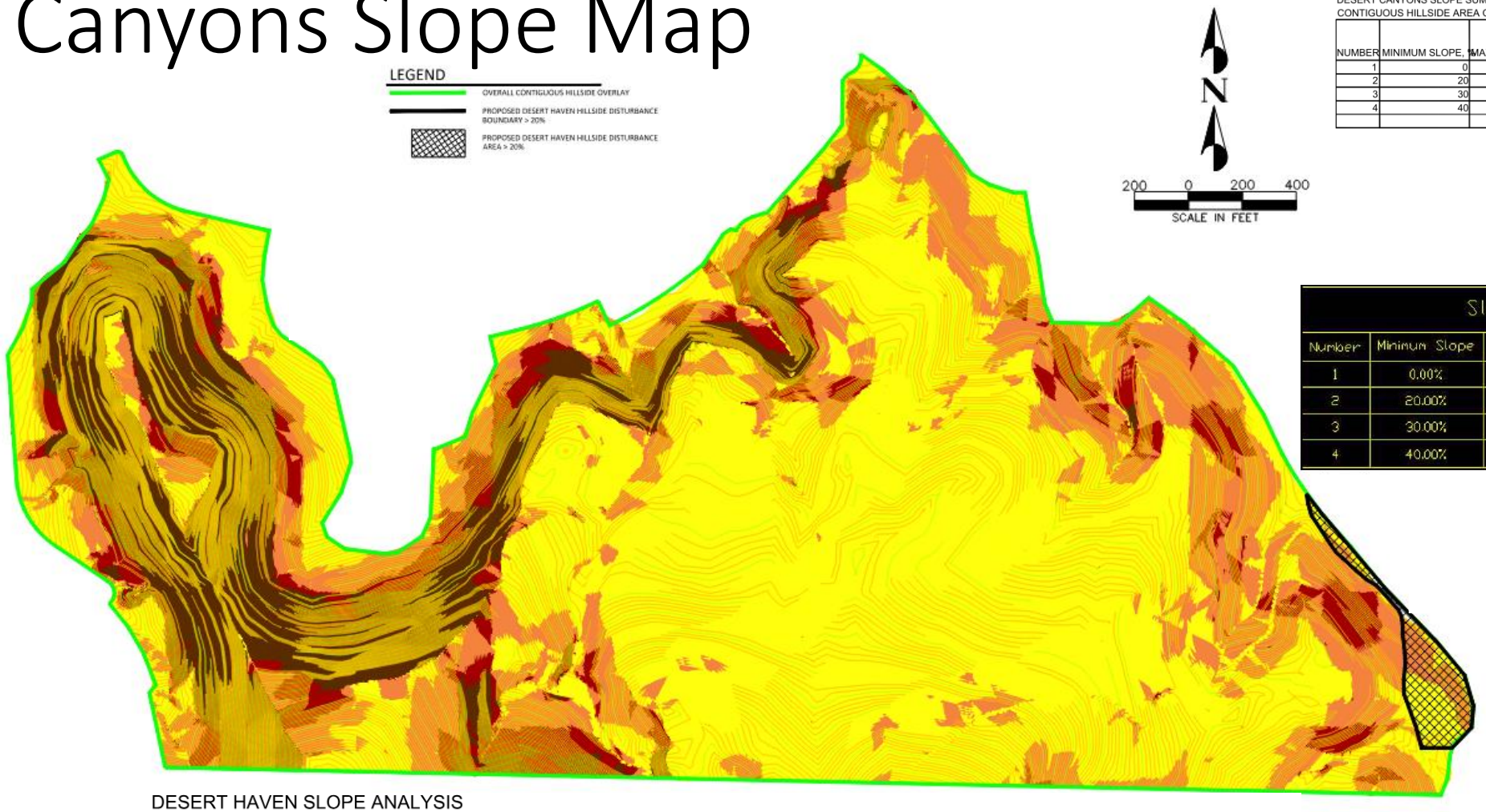
HAVEN X-SECTION 2
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 2+57



Desert Canyons Slope Map

DESERT CANYONS SLOPE SUMMARY
CONTIGUOUS HILLSIDE AREA OUTSIDE OF EXISTING AND PROPOSED DEVELOPMENT

NUMBER	MINIMUM SLOPE, %	MAXIMUM SLOPE, %	AREA, SF	AREA, AC	PERCENT OF TOTAL AREA, %
1	0	20	459019	10.54	9.82%
2	20	30	1853289	42.55	39.67%
3	30	40	732458	16.81	15.68%
4	40	100+	1627237	37.36	34.83%
			4672003	107.25	100.00%



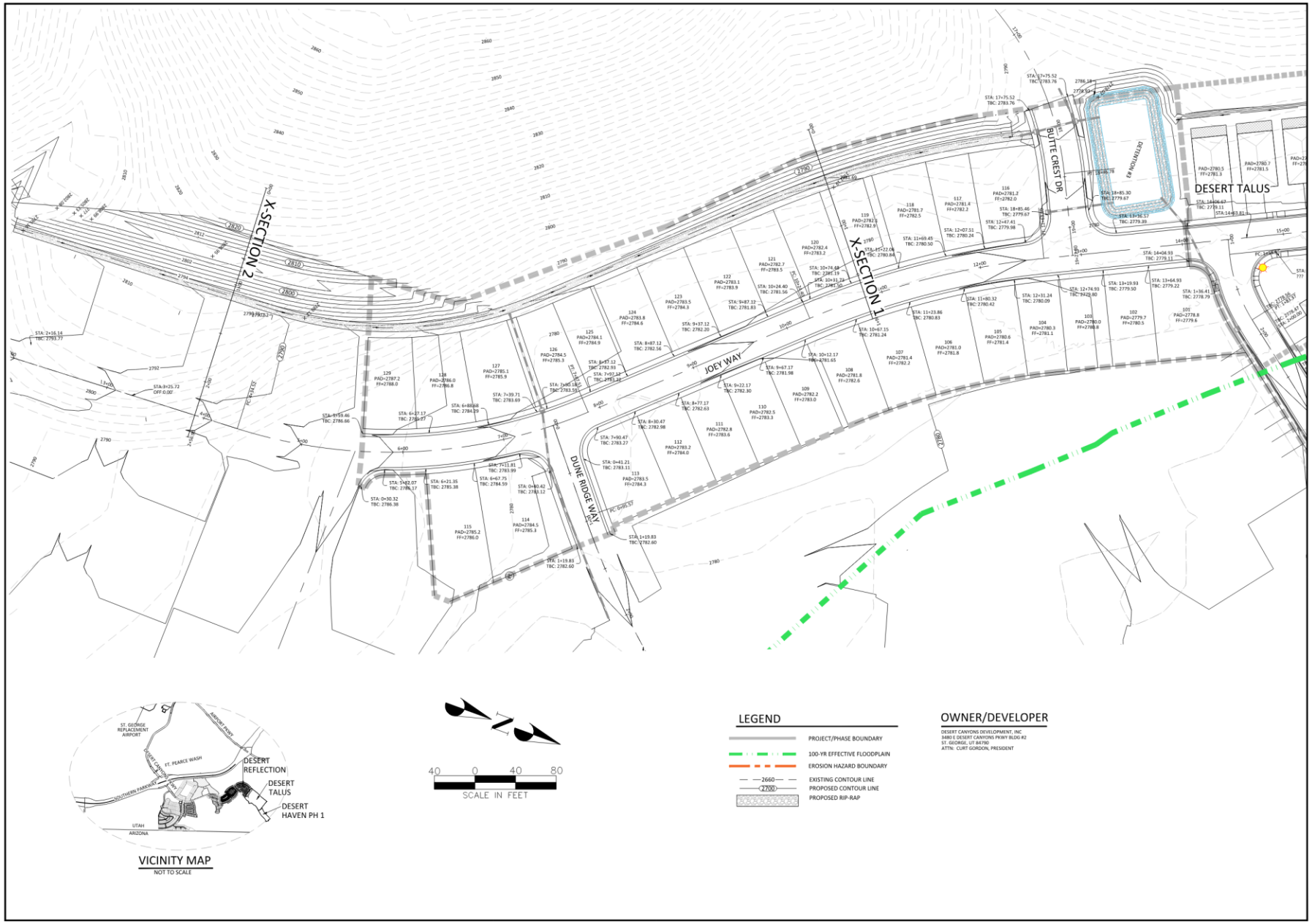
Slopes Table

Number	Minimum Slope	Maximum Slope	Area	Color
1	0.00%	20.00%	4559019.53	
2	20.00%	30.00%	1853288.59	
3	30.00%	40.00%	732458.35	
4	40.00%	6749.41%	1627237.06	

DESERT HAVEN SLOPE ANALYSIS
Proposed Disturbed Area Only

NUMBER	MINIMUM SLOPE, %	MAXIMUM SLOPE, %	DISTURBED AREA, SF	DISTURBED AREA, AC	PERCENT OF OVERALL HILLSIDE AREA, %	MAXIMUM ALLOWABLE SLOPE DISTURBANCE, %	REMAINING MAXIMUM ALLOWABLE SLOPE DISTURBANCE, AC
1	0	20	69257	1.59	15.09%	NA	NA
2	20	30	38499	0.88	2.08%	30.00%	11.88
3	30	40	407	0.01	0.06%	5.00%	0.83
4	40	100+	0	0.00	0.00%	0.00%	0.00
			108163	2.48	2.32%		

Proposed Grading Plan



DESERT HAVEN PHASE 1
AT DESERT CANYONS
ST. GEORGE, UTAH

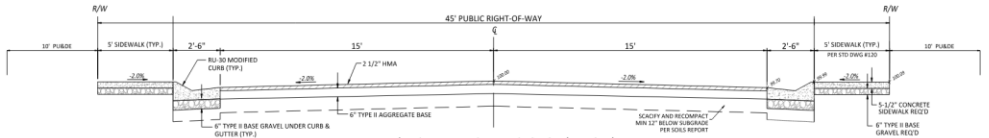
PRELIMINARY PLAT

DEVELOPMENT SOLUTIONS, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East universities Center Blvd Suite #301
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

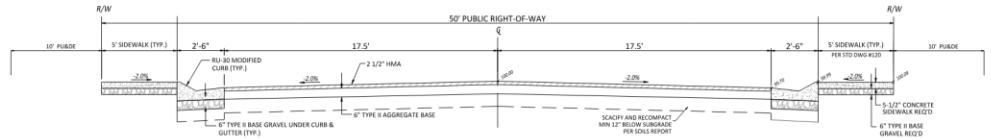
DATE :	9-1-26
PM :	KMM
DRAWN BY :	KMM
DESIGNED BY :	KMM
CHECKED BY :	
PROJECT NO. :	25-002
SCALE :	1"=40'
SHEET NUMBER :	PP-2

2 OF 3 TOTAL

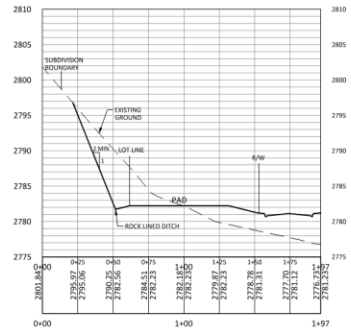
Proposed Section and Details



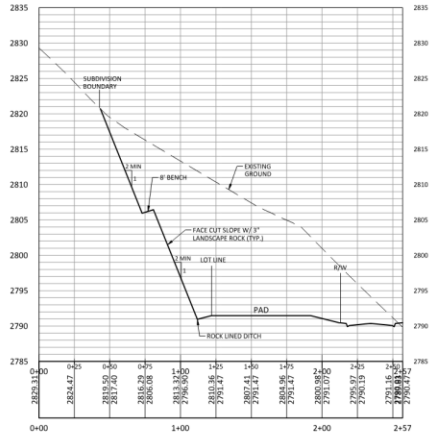
45' RESIDENTIAL STREET SECTION (TYPICAL)
N.T.S.



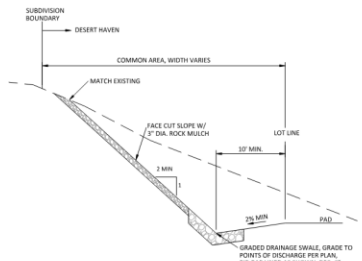
50' RESIDENTIAL STREET SECTION (TYPICAL)
N.T.S.



HAVEN X-SECTION 1
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 1+97



HAVEN X-SECTION 2
H: 1"=40'
V: 1"=8'
STA: 0+00 TO STA: 2+57



SECTION A
N.T.S.

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH STE #2
SAINT GEORGE, UTAH 84770
Office (435) 628-2121

PROJECT NAME: DESERT HAVEN PHASE 1
AT DESERT CANYONS
PRELIMINARY PLAT

SHEET NAME: SECTIONS AND DETAILS

NO.	DESCRIPTION	DATE	APP'D

DATE :	9-1-26
PM :	KM
DRAWN BY :	KM
DESIGNED BY :	KM
CHECKED BY :	KM
PROJECT NO. :	25-002
SCALE :	N.T.S
SHEET NUMBER :	PP-3

3 OF 3 TOTAL

Recommendation

The Hillside Review Board, at their meeting held August 26, 2026, recommended approval of the application with a 4-0 vote.

At their meeting held on October 13, 2026, the Planning Commission forwarded a positive recommendation to the City Council with a vote of 4-0 and no conditions.

Possible Motion

“I move that we recommend approval to the City Council for the Desert Haven Hillside Development Permit request, Case No. 2026-HS-007, based on the findings noted in the staff report.”