

NOTICE OF MEETING
PLANNING COMMISSION
CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH

Public Notice

Notice is hereby given that the Planning Commission of the City of St. George, Washington County, Utah, will hold a **Planning Commission** meeting in the City Council Chambers, 175 East 200 North, St George, Utah, on **Tuesday, August 12, 2025**, commencing at **5:00 p.m.**

The agenda for the meeting is as follows:

Call to Order

Flag Salute

Call for Disclosures

1. **PLANNED DEVELOPMENT AMENDMENT Bloomington Courtyard Peppers Cantina – PUBLIC HEARING** – Consider a request to amend the Bloomington Courtyard PD-C (Planned Development Commercial) located at the northwest corner of Pioneer Road and Brigham Road for the purpose of adding “Bar Establishment” to the permitted use list. The applicant is Peppers Cantina and the representative is Richy Rivera. The project will be known as Bloomington Courtyard Peppers Cantina. Case No. 2025-PDA-019 (Staff – Brian Dean)
2. **PLANNED DEVELOPMENT AMENDMENT Desert Color & Hidden Valley Stake – PUBLIC HEARING** – Consider a request to amend the Desert Color PD (Planned Development) located south of Painted Ridge Parkway & Desert Sage Parkway and west of Rock Rose Drive for the purpose of constructing a religious building. The applicant is Evans & Associates Architecture, and the representative is Chad Spencer. The project will be known as Desert Color & Hidden Valley Stake. Case No. 2025-PDA-017 (Staff – Dan Boles)
3. **PLANNED DEVELOPMENT AMENDMENT The Break at Desert Color – PUBLIC HEARING** – Consider a request to amend the Desert Color PD-R (Planned Development Residential) zone plan located just south and east of Big Shots Golf, west of Desert Color Parkway for the purpose of constructing a new restaurant with a bar establishment associated with the restaurant. The applicant is Bush and Gudgell Inc. and the representative is Bob Hermanson. The project will be known as The Break at Desert Color. Case No. 2025-PDA-018 (Staff – Dan Boles)
4. **PRELIMINARY PLAT The Break at Desert Color** – Consider a request for a preliminary plat for a single lot, commercial subdivision located in the Desert Color Development. The applicant is Bush and Gudgell Inc. and the representative is Bob Hermanson. The project will be known as The Break at Desert Color. Case No. 2025-PP-027 (Staff – Dan Boles)
5. **DEVELOPMENT AGREEMENT Regency Development Agreement Amendment –PUBLIC HEARING** – Consider a request for an amendment to the Regency Development Agreement to allow Desert Color to assume responsibility for and use of the constructed model home/office and associated parking previously constructed by Toll Brothers. The applicant is Bush and Gudgell Inc. and the representative is Bob Hermanson. The project will be known as Regency Development Agreement Amendment. Case No. 2025-DAA-003 (Staff – Dan Boles)
6. **MINUTES** – Consider a request to approve the meeting minutes from the July 22, 2025, meeting.

7. **CITY COUNCIL ACTIONS**

Report on items heard at the August 7, 2025, City Council meeting.

1. *Downtown Curio*
2. *Villa Highlands at Hidden Valley Ph 6 & 7*
3. *Black Hill Eyebrow Scar Mitigation*
4. *Downtown Parking Requirements*
5. *ADU Development Standards*



August 7, 2025

Angie Jessop – Community Development Office Supervisor

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 at (435) 627-4674 at least 24 hours in advance if you have special needs.



PLANNING COMMISSION AGENDA REPORT: 08/12/2025

<h2 style="text-align: center;">Bloomington Courtyard Use List</h2> <h3 style="text-align: center;">Planned Development Amendment (Case No. 2025-PDA-019)</h3>	
Request:	Consider a request to amend an approved PD-C (Planned Development Commercial) to revise the Bloomington Courtyard permitted use list.
Applicant:	Peppers Cantina
Representative:	Richy Rivera
Location:	Located at the northwest corner of Brigham Road and Pioneer Road
General Plan:	COM (Commercial)
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C (Planned Development Commercial)
	South PD-C (Planned Development Commercial)
	East Pioneer Road and Interstate 15
	West R-1-10 (Single Family Residential 10,000 SF min lot size)
Land Area:	Approximately 9.45 acres



BACKGROUND:

On April 5, 1990, the City Council approved a zone change request establishing the Bloomington Courtyard PD-C (Planned Development Commercial) zone. On July 7, 2005 the City Council approved revisions to the permitted use list, introducing a general categorical classification of use types. Another amendment to the use list was approved May 1, 2025, by the City Council adding additional uses.

Since the last use list update in May 2025, City Council approved 'Bar Establishment' as a permitted use in Planned Development Commercial (PD-C) Zones. The proposed use list is intended to allow 'Bar Establishment" in the Bloomington Courtyard PD-C.

Proposed Changes:

The proposed changes are in blue and underlined.

2005 Use List	2025 Use List	2025 Proposed Use List
Professional/Medical Offices	Professional/Medical Offices	Professional/Medical Offices
Financial Institutions	Financial Institutions	Financial Institutions
Restaurants	Restaurants	Restaurants
Hotels	Hotels	Hotels
Retail Stores	Retail Stores	Retail Stores
Learning Institutions	Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)
-	Child Care Center	Child Care Center
-	Personal Instruction Service	Personal Instruction Service
-	Personal Care Service	Personal Care Service
-	Pet Grooming	Pet Grooming
-	-	<u>Bar Establishment</u>

RECOMMENDATION:

Staff recommends approval of the application for the proposed Bloomington Courtyard use list with no conditions.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial of the request.
4. Continue the proposed PD amendment to a later date.

POSSIBLE MOTION:

"I move that we forward a positive recommendation to the City Council for the PD amendment for the Bloomington Courtyard Use List as presented, case no. 2025-PDA-019, based on the findings in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed uses are appropriate for a PD-C zone, which is intended to allow for a customized development that supports a unique mix of uses.
2. The proposed uses are consistent with the General Plan policy which encourages commercial uses in appropriate locations to increase convenience and reduce the need for cross-town travel.

Exhibit A

PowerPoint Presentation



Bloomington Courtyard Use List

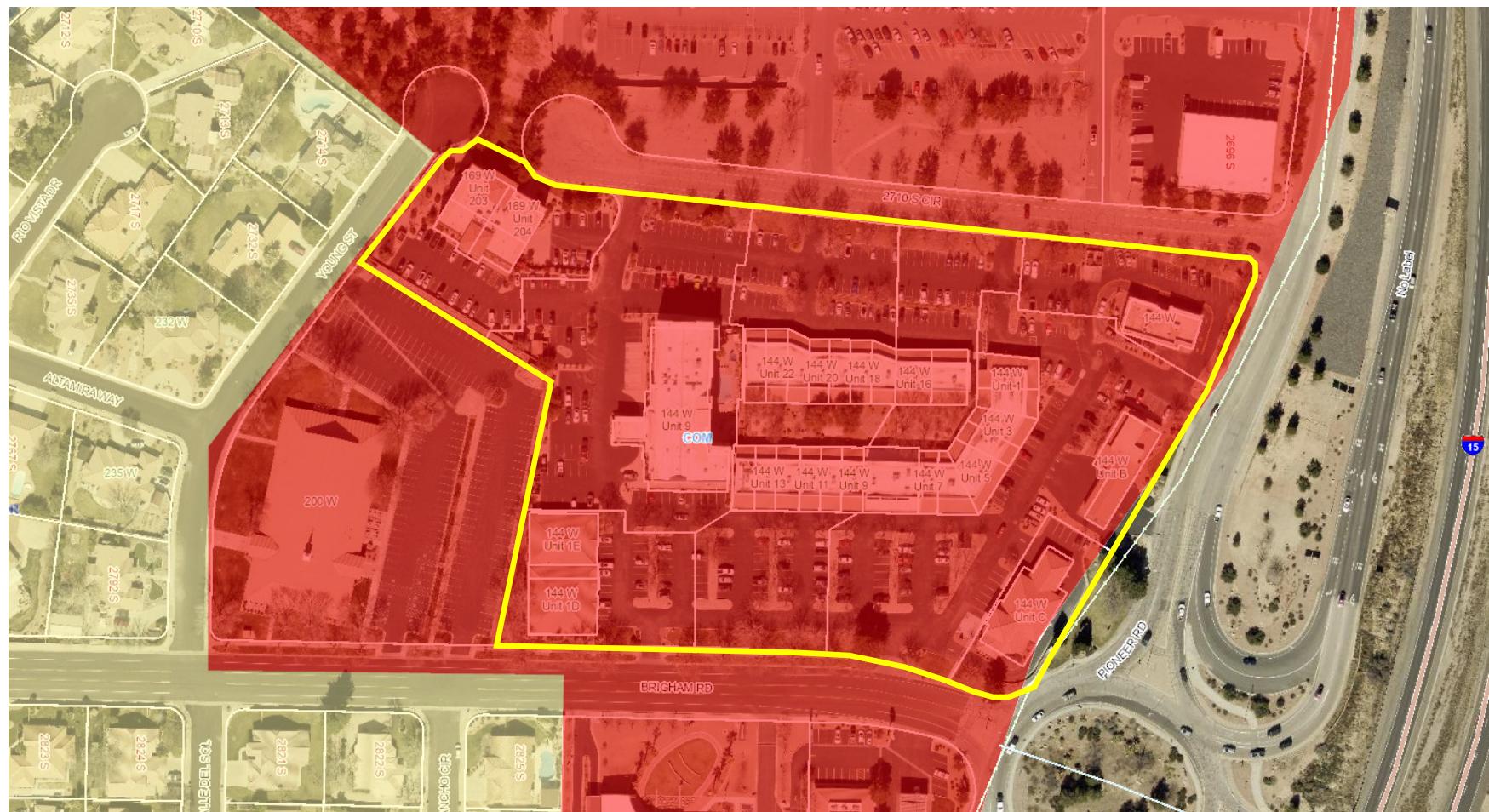
Planned Development
Amendment
2025-PDA-019



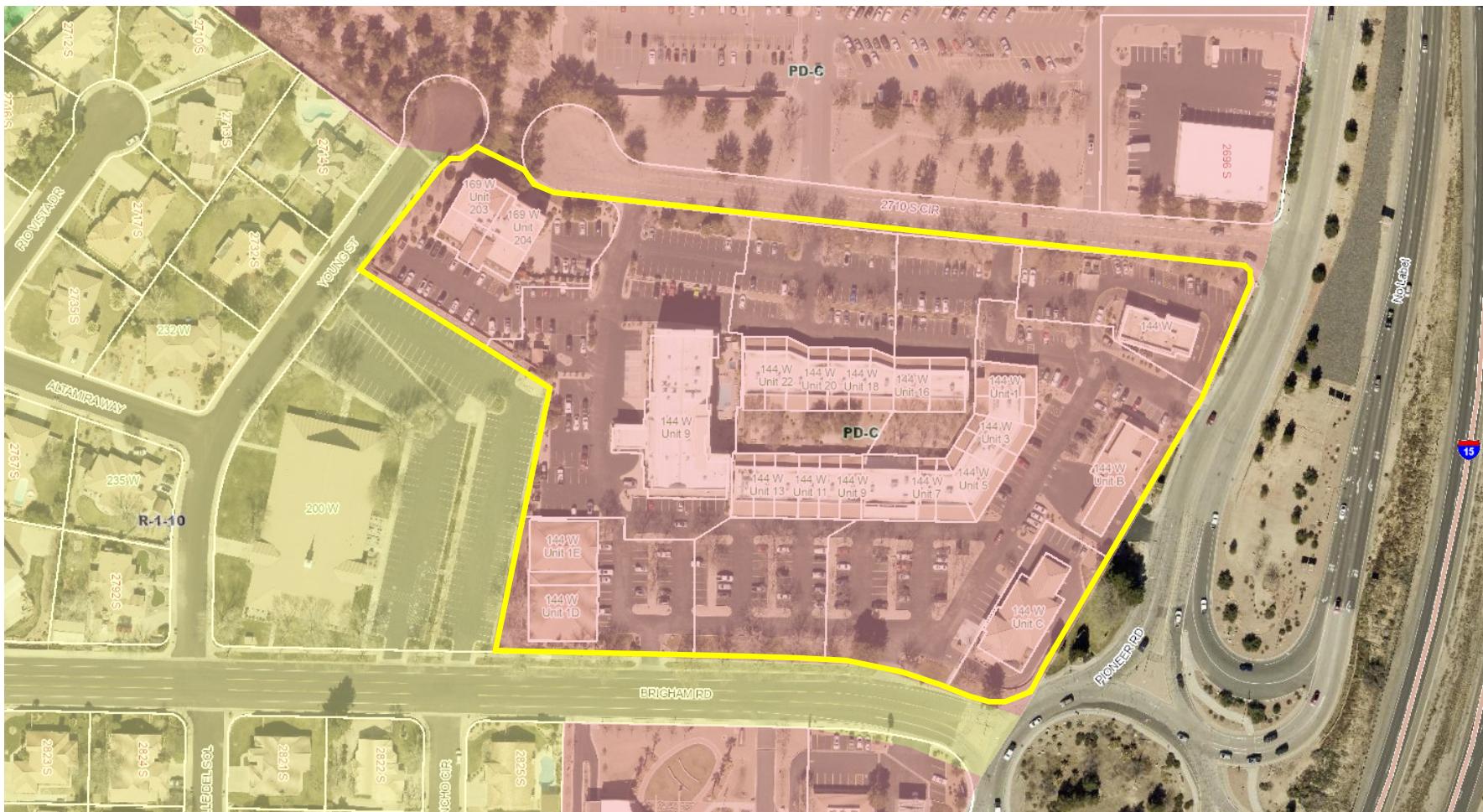
Aerial Map



Land Use Map



Zoning Map



Use List

Current Use List	Proposed Use List
Professional/Medical Offices	Professional/Medical Offices
Financial Institutions	Financial Institutions
Restaurants	Restaurants
Hotels	Hotels
Retail Stores	Retail Stores
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)
Child Care Center	Child Care Center
Personal Instruction Service	Personal Instruction Service
Personal Care Service	Personal Care Service
Pet Grooming	Pet Grooming
-	Bar Establishment



PLANNING COMMISSION AGENDA REPORT: 08/12/2025

Desert Color and Hidden Valley Stake Planned Development Amendment (Case No. 2025-PDA-017)		
Request:	To amend the Desert Color PD-R (Planned Development Residential) zone for construction of a new religious facility on a 5.5 acre parcel.	
Applicant:	Evans & Associates Architecture	
Representative:	Chad Spencer	
Location:	Located south of Painted Ridge Parkway & Desert Sage Parkway and west of Rock Rose Drive	
General Plan:	PD (Planned Development)	
Existing Zoning:	PD-R (Planned Development Residential)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	PD-R (Planned Development Residential)
	East	PD-R (Planned Development Residential)
	West	PD-R (Planned Development Residential)
Land Area:	Approximately 5.50 acres	



DESERT COLOR & HIDDEN VALLEY STAKE



BACKGROUND:

On August 17, 2024, the Planning Commission approved a preliminary plat for the Sage Haven 14-17 development and in December of that same year, a final plat was approved and recorded at the Washington County Recorder's office, creating the lot where this chapel is proposed.

The proposed project consists of a 24,043 ft², single-story church building. The site plan includes two access points, one on Red Rose Drive and one on Desert Sage Parkway. The building would have a ridge height of approximately 31'6", while the steeple would extend to 70 feet (typical of chapels that The Church of Jesus Christ of Latter-Day Saints builds). The PD-R zone permits structures up to 40 feet in height by right, and also allows the City Council to approve greater heights with specific findings. However, the steeple is considered an architectural feature and is excluded from height measurements. Therefore, the height regulation is met. The building will primarily be constructed of brick, with stucco accents. Elevation drawings have been submitted and are included in this packet.

Please see the table below for a summary of the zoning requirements.

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks	10-8D-6	Proposed setbacks: Front: 40' Side: 126' Side: 209' Rear: 185'	Setbacks appear to meet the requirements of the zone.
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans	The plans appear to meet the required pedestrian circulation.
Uses	PD-C use list	Religious Facility	The PD-R allows the use.
Height and Elevation	10-8D-6	31'6" to ridge of truss (70' to top of steeple)	The maximum allowed height is 50' (steeple may be higher).
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2	Conceptual landscape plan provided (approximately 35% of site)	The landscaping seems to be sufficient. During site plan review, staff will ensure the code compliance.
Utilities	10-8D-2	Conceptual utility plan provided with plat	Utilities will be evaluated in detail during the site plan review.
Signs	10-8D-2	No signage was identified	Signs will be approved through the sign permit process.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting appears to meet the requirements found in Title 10-14 but will need further

			review and information during formal site plan review.
Lot Coverage	10-8D-6	Conceptual plan shown (10.8%)	The site plan meets lot coverage regulations < 50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located behind the building and will include a solid wall to screen from right of ways.
Landscaping	10-8D-6	Minimum 15' landscape buffer along both streets.	Conceptual landscaping exceeds code requirements.
Parking	10-19-5	305 parking stalls	parking space per every 3.5 fixed seats is required
EVCS And Bike Parking	10-19-6	Location of bike parking and conduit for electric parking stations not shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements.

RECOMMENDATION:

Staff recommends approval of this PD Amendment with the following conditions:

1. The project shall meet all requirements found in Title 10 of the Zoning Regulations or Desert Color zone plan as applicable.
2. A site plan must be applied for and approved prior to construction of the site.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with modified conditions.
3. Recommend denial of the request.
4. Continue the proposed PD amendment to a later date.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of Title 10-8D.
2. There will be adequate parking on site to facilitate the development.

POSSIBLE MOTION:

"I move that we forward a positive recommendation to the City Council for the PD Amendment for Desert Color and Hidden Valley Stake, Case No. 2025-PDA-017, based on the findings and subject to the conditions listed in the staff report."

Exhibit A

Applicants Narrative



PROJECT NARRATIVE

DATE:	June 20, 2025
PROJECT:	Desert Color & St George UT Hidden Valley Stake
PROJECT ADDRESS:	Desert Sage Parkway St George, Utah

To Whom it May Concern,

The Church of Jesus Christ of Latter-day Saints is proposing to construct a new 24,043 sf stake center meetinghouse located at Lot 1701 Sage Haven Phase 17 in the Deseret Color Development. The site is 5.50 acres.

A 30 foot x 60 foot pavilion, storage building and a dumpster enclosure will also be constructed on the site.

A total of (297) 9'-0" x 18'-0" standard parking stalls and (8) accessible parking stalls have been provided.

A grass area will be provided near the pavilion with the remainder of the landscape area to be drought tolerant planting with rock mulch.

The following is information regarding any detrimental effects of the proposed use.

1. Noise: No excessive noise will be generated from the proposed meetinghouse. Typical noises would include vehicle traffic to and from the site, exterior condensing units typical of the area and outdoor activities at the pavilion.
2. Dust: All air quality standards will be maintained during construction via the contractor SWPPP plan.
3. Odors: No odors are anticipated on the site. The dumpster would contain typical waste products that will be removed weekly.
4. Aesthetics: The meetinghouse will blend with the neighborhood with the exterior materials being a brick veneer and tile roofing. The landscaping will blend in with the neighborhood and adjacent community.
5. Safety: All access to the site have been placed to maximize safe traffic patterns. No other attractive nuisances will be present on the site.
6. Traffic: All traffic flows are typical of this type of project. There are no dead ends or other parking pinch points.
7. Height: The ridge of the meetinghouse is 31'-6" and the steeple height is 70'-0". These are both typical of similar projects throughout the city.
8. Hours of Operation: The main use of the building will be on Sundays and weekday evenings.
9. Utility Capacity: All utility requirements have been reviewed and there are no negative impacts projected.
10. Public Health: A dumpster enclosure with a solid metal gate has been provided for all trash disposal.

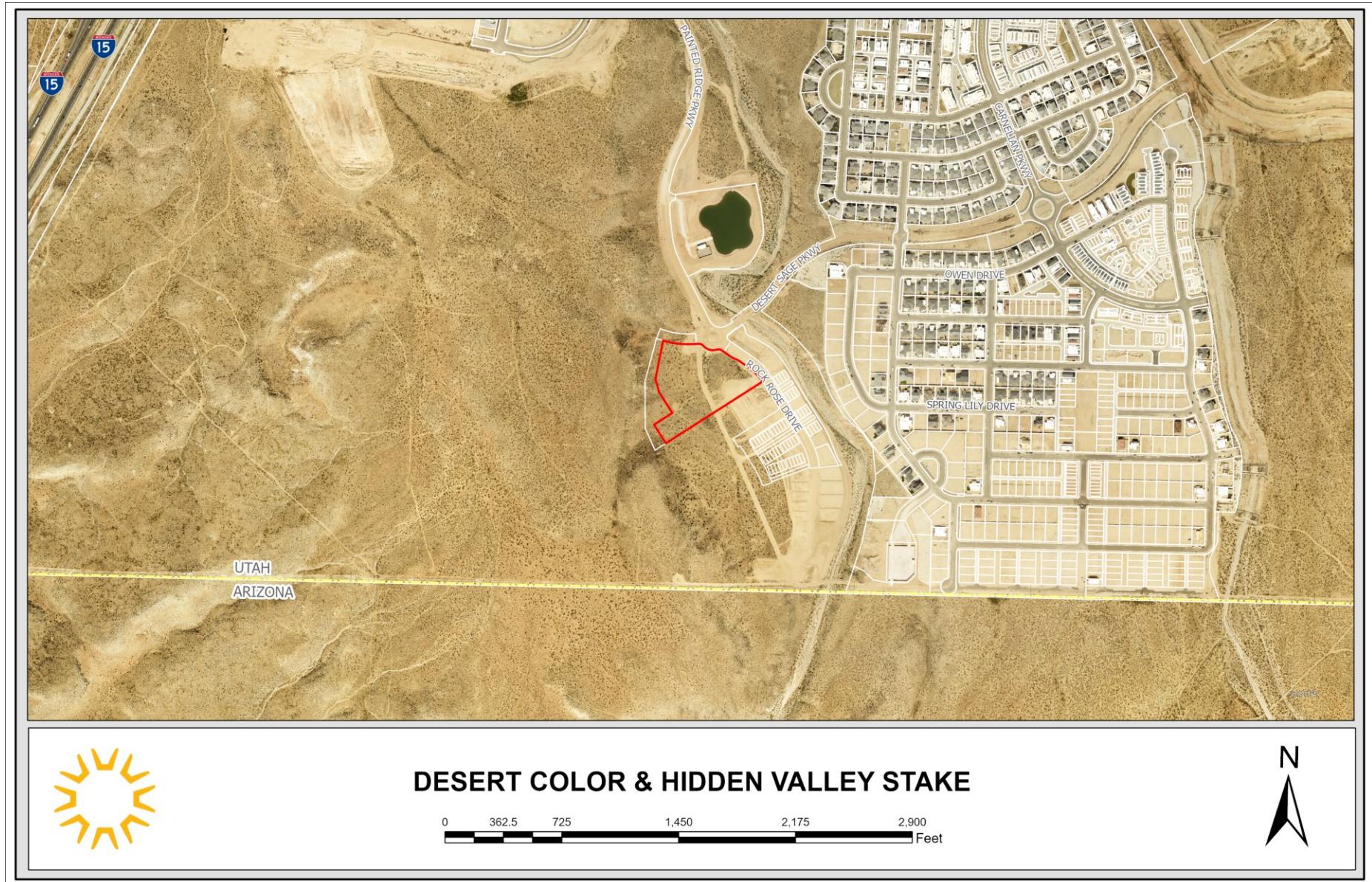
Thanks,
Chad Spencer
ea architecture



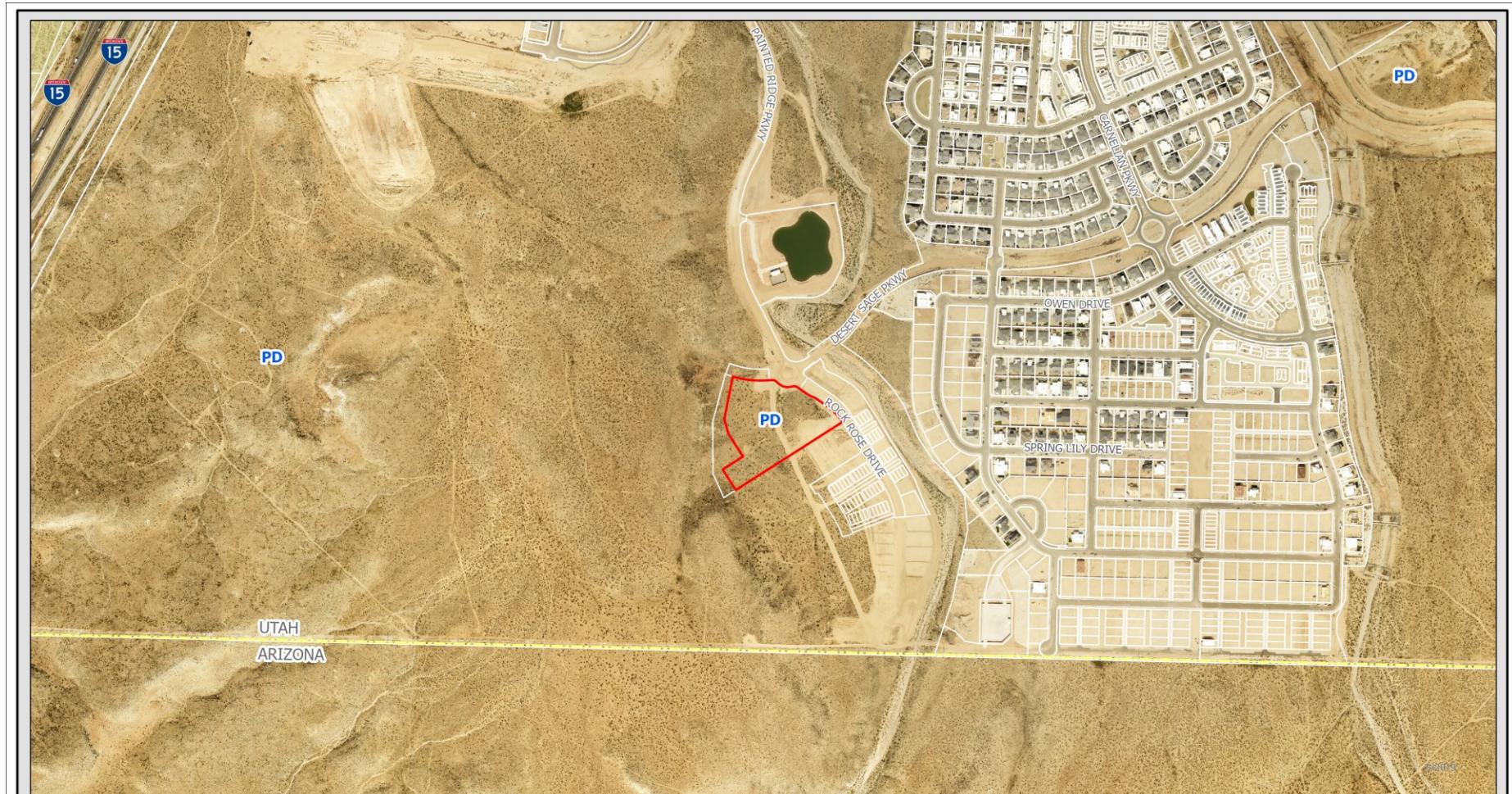
Desert Color & Hidden Valley Stake Center Chapel

2025-PDA-017

Aerial Map



Land Use Map

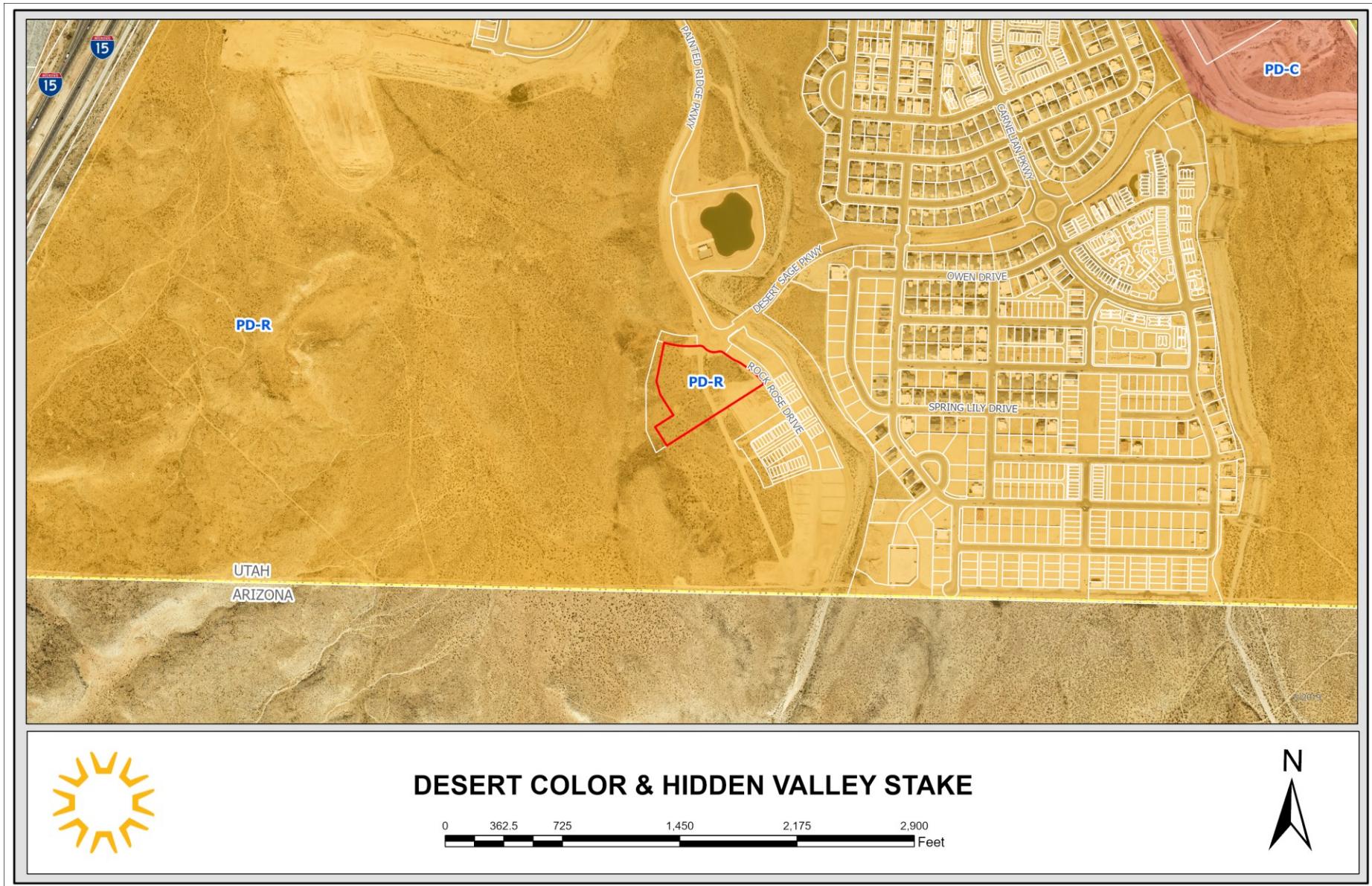


DESERT COLOR & HIDDEN VALLEY STAKE

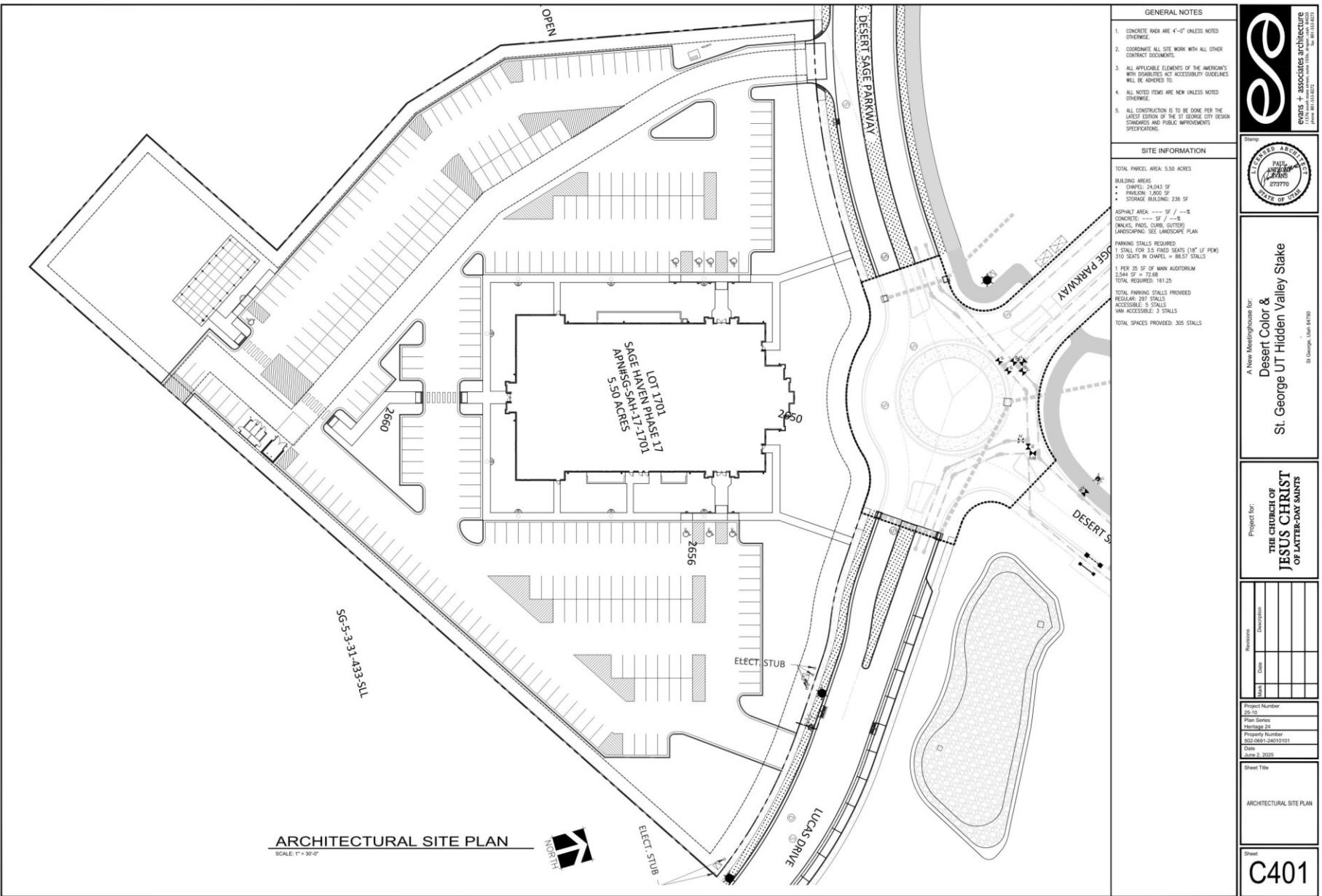
0 362.5 725 1,450 2,175 2,900
Feet



Zoning Map



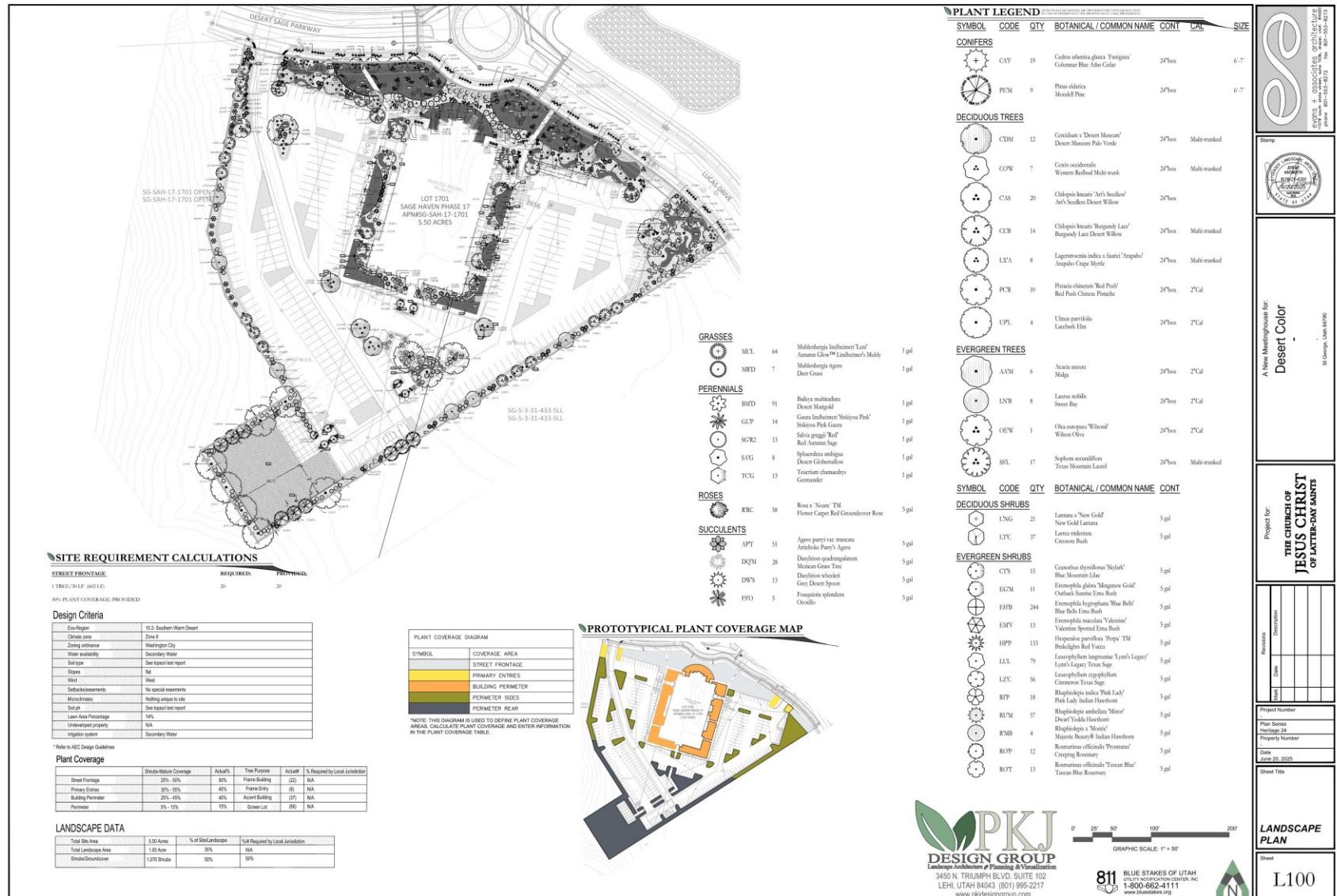
Site Plan



Landscape Plan



Landscape Plan



Elevations

West Elevation
SCALE: 1/8" = 1'-0"
1

Exterior Materials

T.O. STEEPLE
170' - 0"

RIDGE OF TRUSS
131' - 0"

MAIN FLOOR PLAN
100' - 0"

ea architecture
1575 South State Street, Suite 103b
Ogden, Utah 84401

Project for:
THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

A New Meetinghouse for
St George
Desert Color
St George Utah Hidden
Valley Stake
St George, Utah

Revision Schedule
Project Number: 25-10
Plan Series: HENRY 24
Property Number: 502069124010101
April 22, 2025

Exterior Elevation
R201

South Elevation
SCALE: 1/8" = 1'-0"
2

T.O. STEEPLE
170' - 0"

RIDGE OF TRUSS
131' - 0"

MAIN FLOOR PLAN
100' - 0"

Elevations

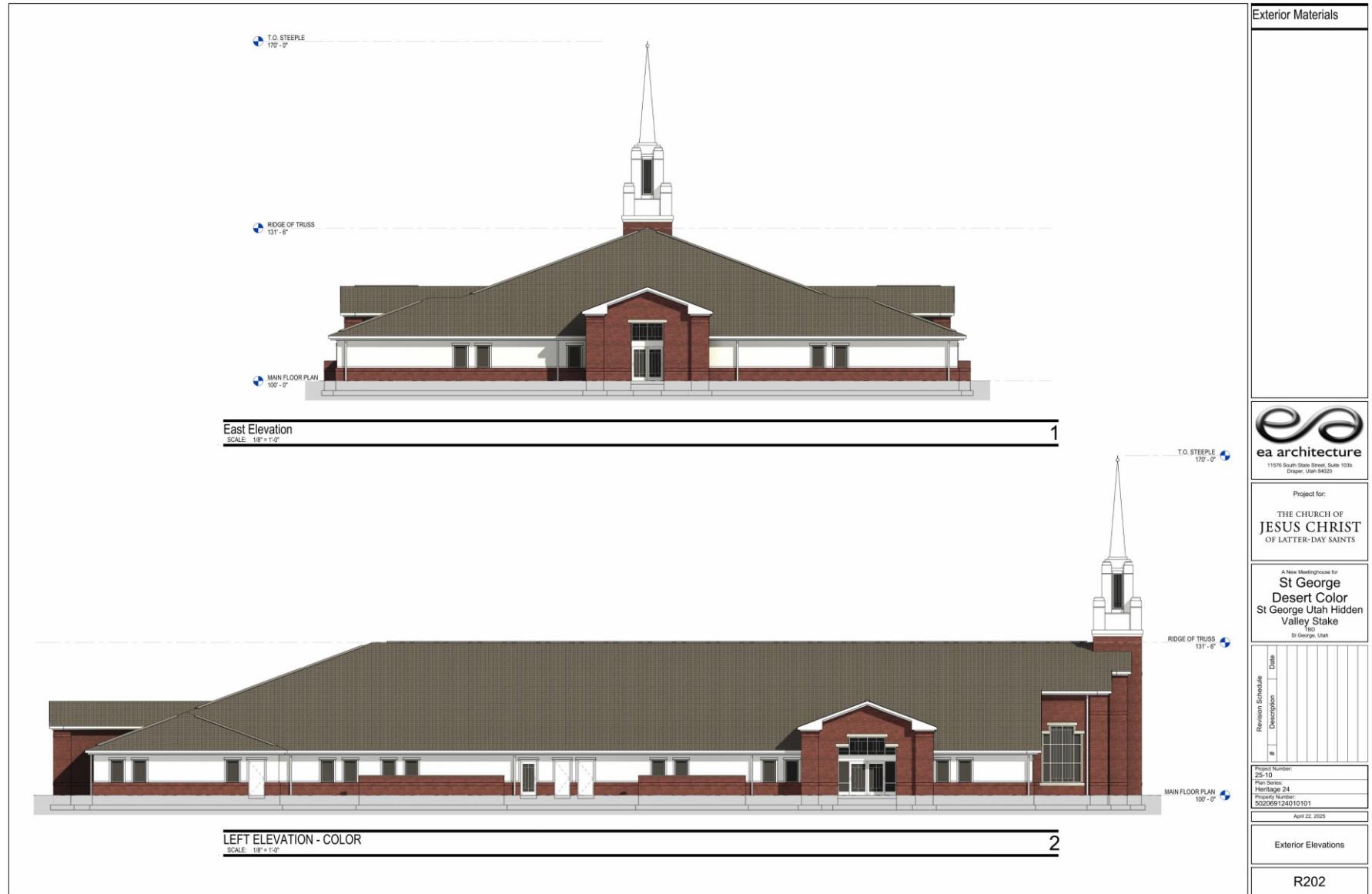
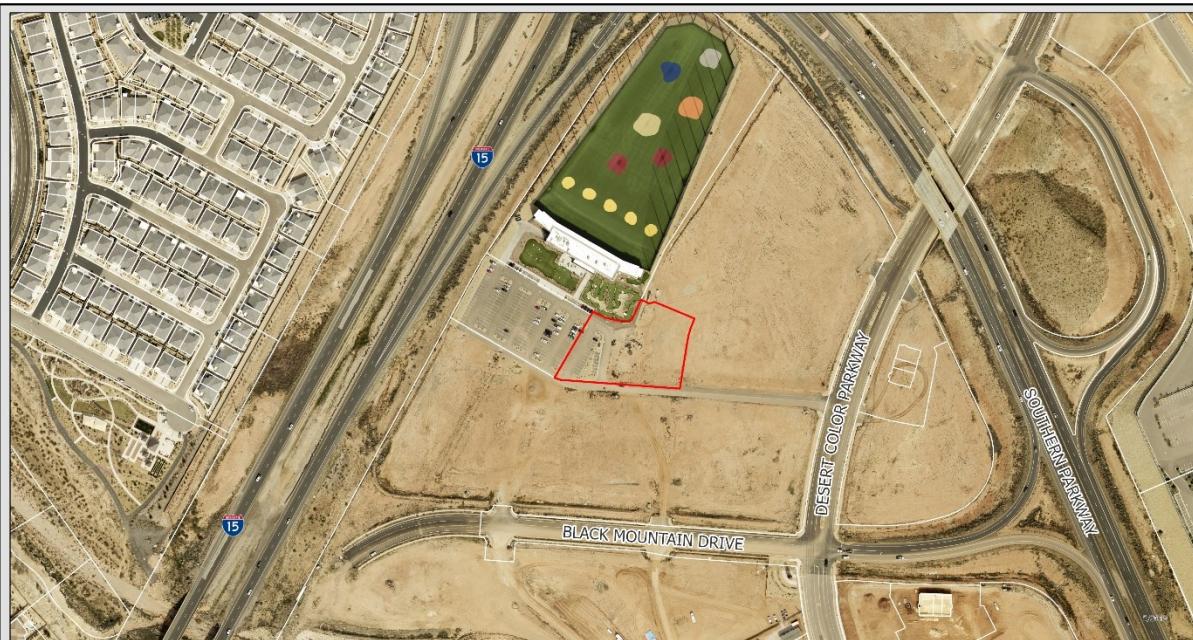


Exhibit B
PowerPoint Presentation



PLANNING COMMISSION AGENDA REPORT: 08/12/2025

The Break at Desert Color Planned Development Amendment (Case No. 2025-PDA-018)		
Request:	To amend the Desert Color PD-R (Planned Development Residential) zone for construction of a restaurant and bar.	
Applicant:	Bush & Gudgell, Inc.	
Representative:	Bob Hermanson	
Location:	Located directly south and east of the current Big Shots Golf facility.	
General Plan:	PD (Planned Development)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	PD-C (Planned Development Commercial)
	East	PD-C (Planned Development Commercial)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 1.56 acres	



THE BREAK AT DESERT COLOR

0 145 290 580 870 1,160
Feet



BACKGROUND:

This is a request to approve the conceptual site plan, landscape plan, elevations, renderings, for The Break restaurant and bar in the Desert Color commercial area. There have been several approvals for commercial development within Desert Color such as Big Shots Golf Center, pads A, K, M & N, Mountain America, America First Credit Union, and Panda Express.

The proposed project consists of a 6,000 ft², single-story restaurant. The site plan includes two access points, both on . The building would have a ridge height of approximately 20 feet. The PD-C zone permits structures up to 50 feet in height by right therefore, the height regulation is met. The building will primarily be constructed of EIFS, Tile, Cement Board, composite wood and metal accents. Elevation drawings have been submitted and are included in this packet.

Please see the table below for a summary of the zoning requirements.

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks	10-8D-6	Proposed setbacks: Front: 13' Side: 42' Side: 88' Rear: 99'	Setbacks appear to meet the requirements of the zone.
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans and is provided around the building	The plans appear to meet the required pedestrian circulation.
Uses	PD-C use list	<p>“Bar, beer parlor, tavern, lounge, sale of draft beer”</p> <hr/> <p>Restaurant</p>	<p>Permitted</p> <hr/> <p>Permitted</p>
Height and Elevation	10-8D-6	20' to top of parapet	The maximum allowed height is 50' in PD-C.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2	Conceptual landscape plan provided (approximately 9.4% of site), also includes perimeter landscaping on south access lane	The landscaping seems to be sufficient. During site plan review, staff will ensure the code compliance.
Utilities	10-8D-2	Conceptual utility plan provided with plat	Utilities will be evaluated in detail during the site plan review.

Signs	10-8D-2	No signage was identified	Signs will be approved through the sign permit process.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting appears to meet the requirements found in Title 10-14 but will need further review and information during formal site plan review.
Lot Coverage	10-8D-6	Conceptual plan shown (8.8%)	The site plan meets lot coverage regulations < 50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located behind the building and will include a solid wall to screen from right of ways.
Landscaping	10-8D-6	Minimum 15' landscape buffer along access street.	Conceptual landscaping exceeds code requirements.
Parking	10-19-5	59 parking stalls	1:100 for Dining area 1:250 for Kitchen/Office
EVCS And Bike Parking	10-19-6	Location of bike parking and conduit for electric parking stations not shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements.

RECOMMENDATION:

Staff recommends approval of this PD Amendment with the following conditions:

1. The project shall meet all requirements found in Title 10 of the Zoning Regulations or Desert Color zone plan as applicable.
2. A site plan must be applied for and approved prior to construction of the site.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with modified conditions.
3. Recommend denial of the request.
4. Continue the proposed PD amendment to a later date.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of Title 10-8D.
2. There will be adequate parking on site to facilitate the development.

POSSIBLE MOTION:

"I move that we forward a positive recommendation to the City Council for the PD Amendment for Desert Color and Hidden Valley Stake, Case No. 2025-PDA-017, based on the findings and subject to the conditions listed in the staff report."

Exhibit A

Applicants Narrative



Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
www.bushandgudgell.com

May 29, 2025

St George City
Planning and Zoning Department
175 North 200 East
St George, UT

Re: The Break – PD Zone Amendment Application

To whom it may concern:

We are submitting this Planned Development-Residential Zone Amendment application to provide the details of the development of Parcel SG-6-3-23-228 in St. George. This land lies west of Desert Color Parkway, north of Black Mountain Drive adjacent to Big Shots. The Break will be a restaurant with a bar and has been designed to complement the other businesses existing and planned in the area. Please see the attached maps.

We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.

A handwritten signature in black ink, appearing to read 'Bob Hermandson'.

Bob Hermandson
President

Exhibit B
PowerPoint Presentation

A photograph of a modern, two-story restaurant building during sunset. The building has a light-colored, textured facade. The words "THE BREAK" are prominently displayed in large, blue, block letters on the side of the building. The ground floor features large glass windows and doors, with several people visible inside and outside. The sky is a warm, orange and pink hue.

THE
BREAK

The Break at Desert Color

2025-PDA-018

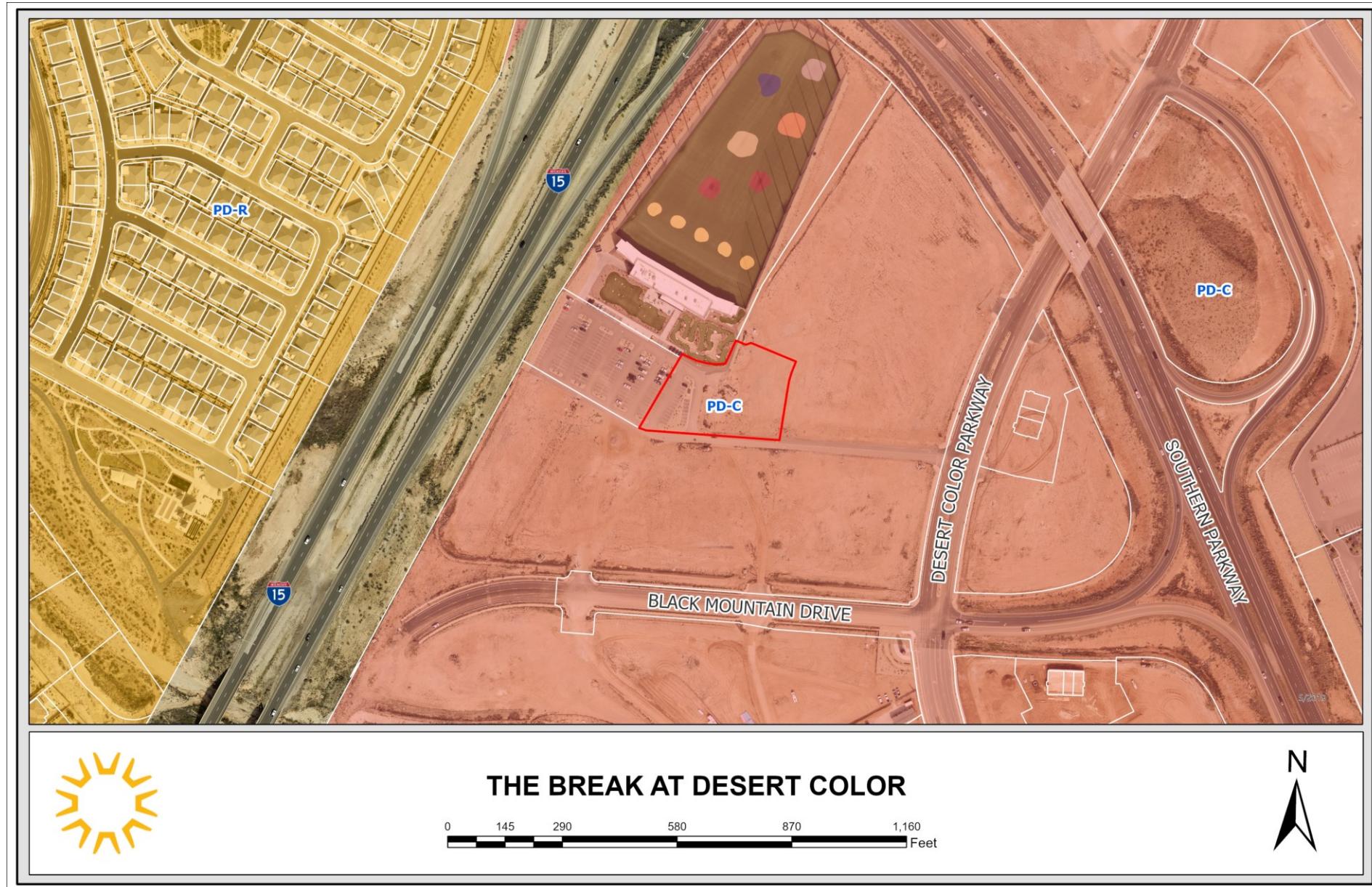
Aerial Map



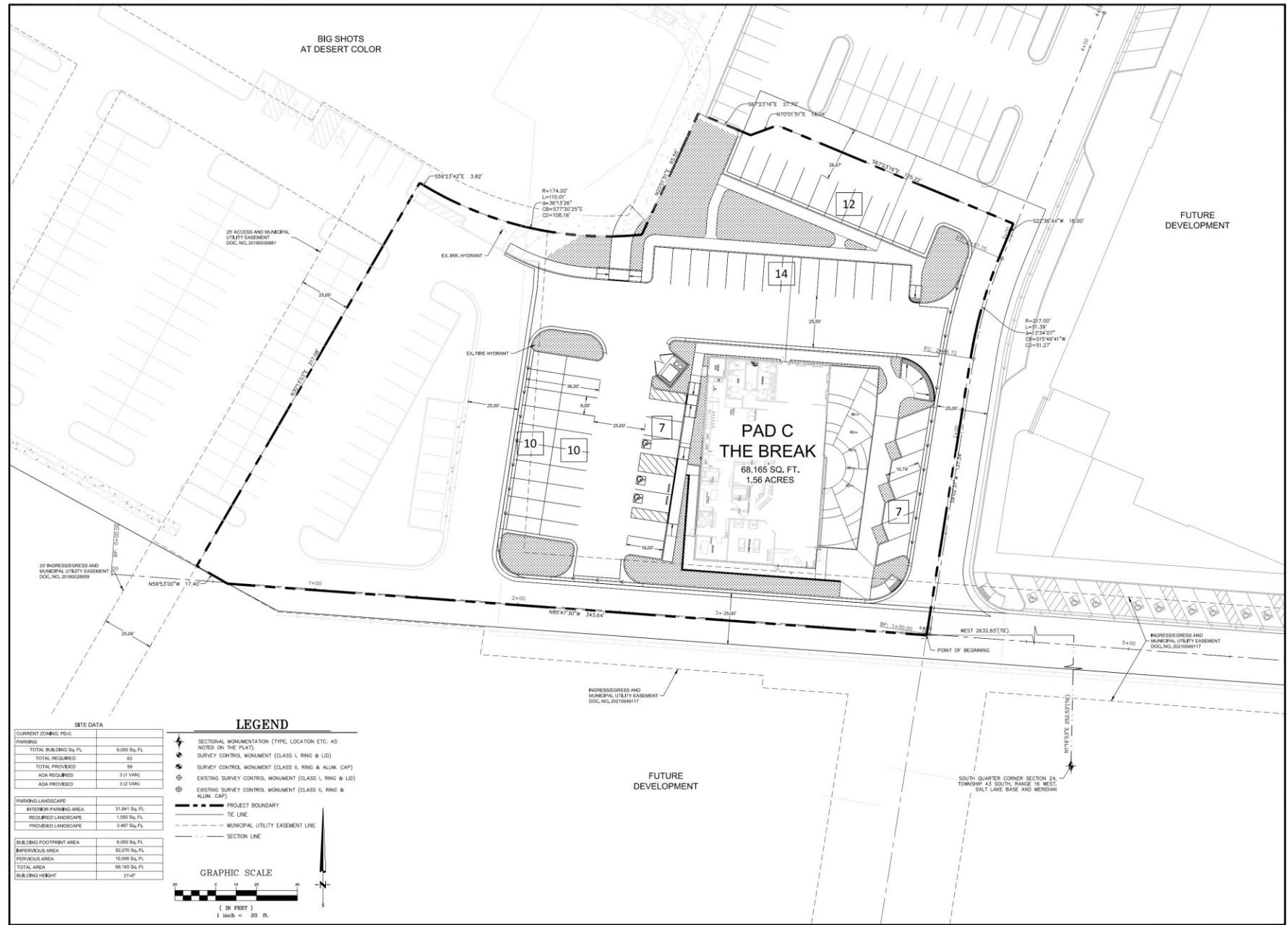
Land Use Map



Zoning Map



Site Plan



SITE PLAN
PRELIMINARY PLAT
THE BREAK - PAD C
LOCATED IN ST. GEORGE, UT

USH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770

St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

BUSH & GUDGELL, INC.	
Engineers - Planners - Surveyors	
205 East Tabernacle, Suite #4	
St. George, Utah 84770	
Phone: (435) 673-2337 / Fax: (435) 673-3161	
www.bushandgudgell.com	
DATE: <u>10-16-2022</u>	DRAWN BY: <u>TRP</u>
APPROVED BY: _____	SCALE: <u>1" = 10'</u>
CROSS-REF. NO.: <u>001053</u>	No. <u>100</u> By <u>Revision</u>

SHEET 24/603 - PREUM PLAT 4

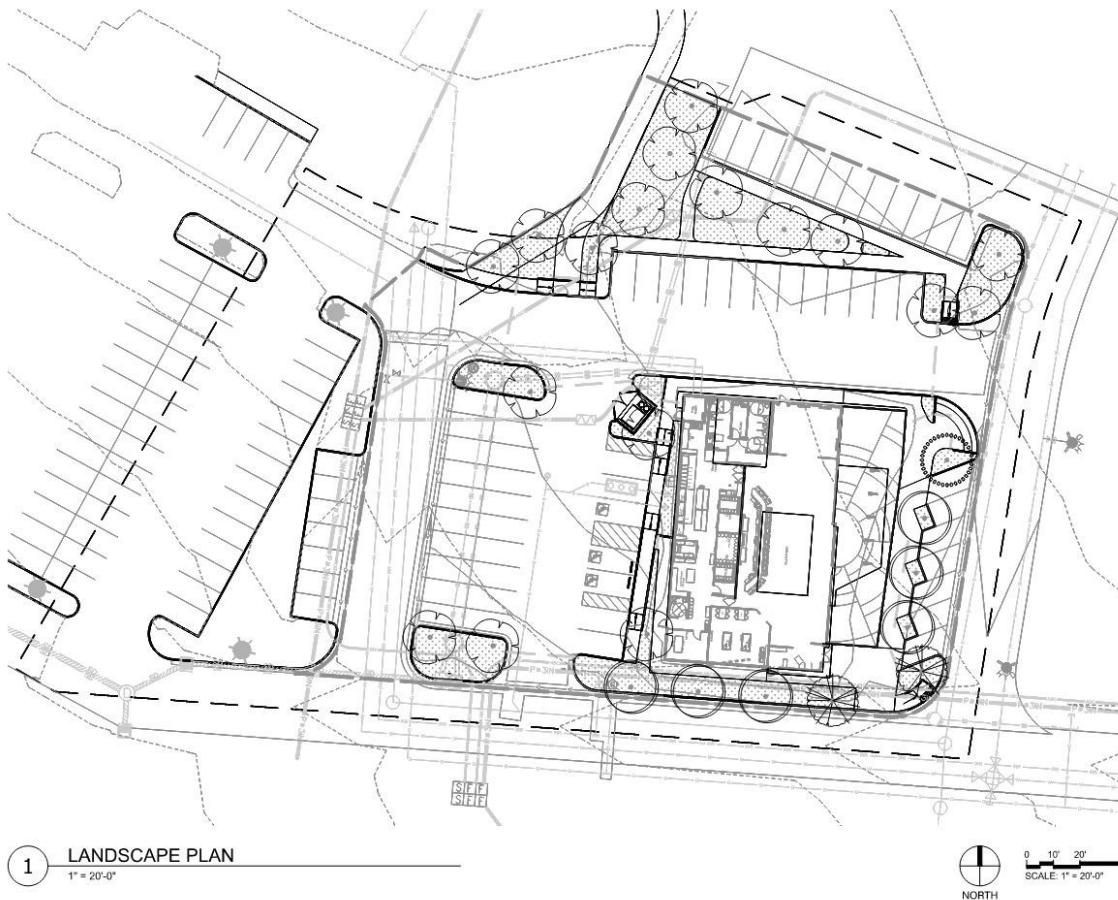
W PLAT

Landscape Plan

Dig
Studio

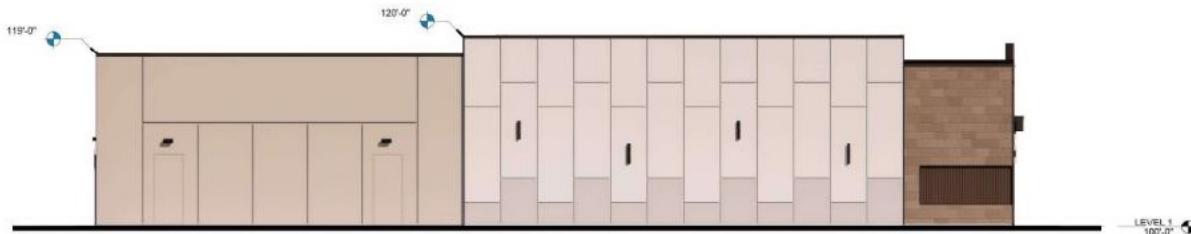
1521 15th Street
Denver, CO 80202
720.328.1986 | DigStudio.com

PLANT SCHEDULE				
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
TREES				
	CER DES	1	CERCIDIPHYLLUM X DESERT MUSEUM DESERT MUSEUM PALO VERDE	1.5' CAL.
	GIN AUT	17	GINGKO BILOBA AUTUMN GOLD AUTUMN GOLD MAIDENHAIR TREE	1.5' CAL.
	PIS SAR	6	PISTACHIA CHINENSIS 'SARAH'S RADIANCIA SARAH'S RADIANCE CHINESE PISTACHE	1.5' CAL.
	VIT CHA	2	VITEX AGNUS-CASTUS CHASTE TREE	1.5' CAL.
SHRUB AREAS				
		6,450 SF	LANDSCAPE AREA	
	AGA RUP	452 SF	AGASTACHE RUPESTRIS THIMBLE-LEAF HYSSOP	2 GAL.
	AGA FSB	516 SF	AGAVE OREGONIA 'FROSTY BLUE' FROSTY BLUE WHALE'S TONGUE AGAVE	2 GAL.
	COR QUI	516 SF	CONEOPSIS VERTICILLATA TICKSEED	2 GAL.
	ECH TTI	452 SF	ECHINACEA PURPUREA 'GREEN TWISTER' GREEN TWISTER CONEFLOWER	2 GAL.
	EUP RIG	516 SF	EUPHORBIA RIGIDA YELLOW SPURGE	2 GAL.
	FER WIS	516 SF	FEROCIA CACTUS WISLEZENI FISH HHOOK BARREL CACTUS	2 GAL.
	GEL CAR	516 SF	GELEMIUM SEMPERVIRENS CAROLINA JASMINE ESPALIER	2 GAL.
	HES RYS	452 SF	HEUCHERA 'PAPILLORA' BRAKELIGHTS RED YUCCA	2 GAL.
	KNI UVA	516 SF	KNIPHOFIA UVRIA RED HOT POKER	2 GAL.
	MUL CAP	516 SF	MULgedium CAPILLARE PINK MULGY GRASS	2 GAL.
	NAS TEN	516 SF	NASSELLA TENUISSIMA METHUEN'S FATHER GRASS	2 GAL.
	SAL GRE	452 SF	SALVIA 'GREGORI' AUTUMN SAGE	2 GAL.
	YUC VER	516 SF	YUCCA GLORIOSA VARIEGATA VARIEGATED SPANISH DAGGER	2 GAL.



WOODBURY CORPORATION
DESERT COLOR PAD C

Elevations



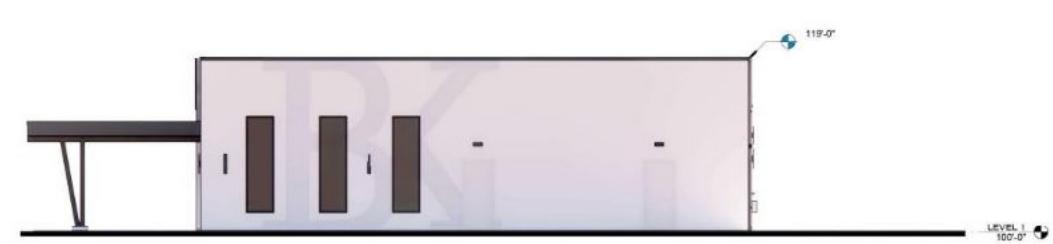
B1 WEST ELEVATION
A200 1/8" = 1'-0"



B4 SOUTH ELEVATION
A200 1/8" = 1'-0"



A1 EAST ELEVATION 2
A200 1/8" = 1'-0"



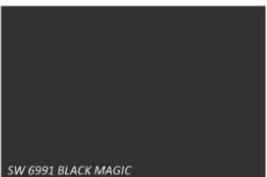
A4 NORTH ELEVATION
A200 1/8" = 1'-0"

Building Perspectives



Materials

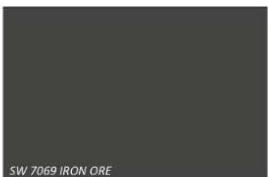
PAINT



PORCELAIN TILE



EIFS



CEMENT BOARD



METAL



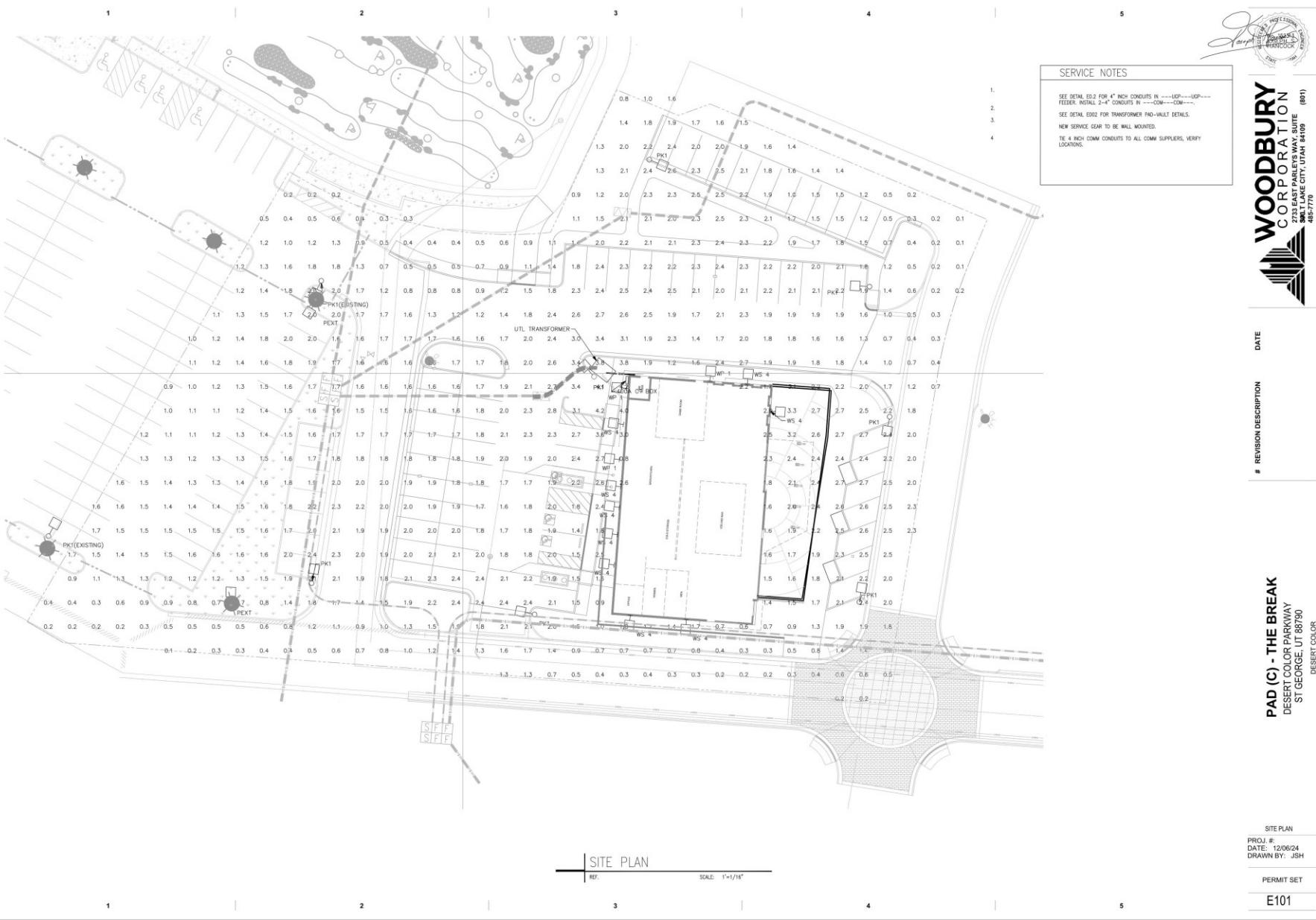
COMPOSITE WOOD



STOREFRONT



Photometric Plan





PLANNING COMMISSION AGENDA REPORT: 11/12/2024

The Break at Desert Color Preliminary Plat (Case No. 2025-PP-027)	
Request:	This is a request for Preliminary Plat for a single lot, commercial subdivision in the Desert Color Development.
Applicant:	Bush & Gudgell, Inc.
Representative:	Bob Hermanson
Location:	The property is located directly south and east of the existing Big Shots Golf.
General Plan:	PD (Planned Development)
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C – Planned Development Commercial
	South PD-C – Planned Development Commercial
	East PD-C – Planned Development Commercial
	West PD-C – Planned Development Commercial
Land Area:	Approximately 1.56 Acres (68,165 ft ²)

**THE BREAK AT DESERT COLOR**

0 145 290 580 870 1,160 Feet



BACKGROUND:

The subject property is currently zoned PD-C (Planned Development Commercial). This plat request is accompanied by a request to amend the existing Planned Development (PD) on the property. The PD-C designation allows a variety of commercial uses. This specific use will be a restaurant and bar, both permitted uses in the Desert Color PD-C zone plan. In order to build on the property, a lot has to be legally created to be eligible for a building permit. The plat depicts a single, 1.56 acre (68,165 ft²) lot upon which to construct a restaurant/bar.

The lot is accessed by drive aisles which are private and part of the Desert Color PD-C (Planned Development Commercial) Development. The access/drive aisles will be improved throughout the development as development occurs.

RECOMMENDATION:

Staff recommends approval of this preliminary plat with the following conditions:

1. That approval of the preliminary plat is subject to approval of the PD amendment for the property.
2. That a final plat is applied for and recorded prior to a building permit being issued on the site.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny the application.
4. Continue the proposed preliminary plat to a later date.

POSSIBLE MOTION:

"I move that we approve The Break at Desert Color Preliminary Plat request, application number 2025-PP-027, based on the findings and subject to the conditions noted in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size and frontage requirements found in Section 10-8B-2.
3. Approval of the preliminary plat is in the best interest of the health, safety, and welfare of the community.

EXHIBIT A

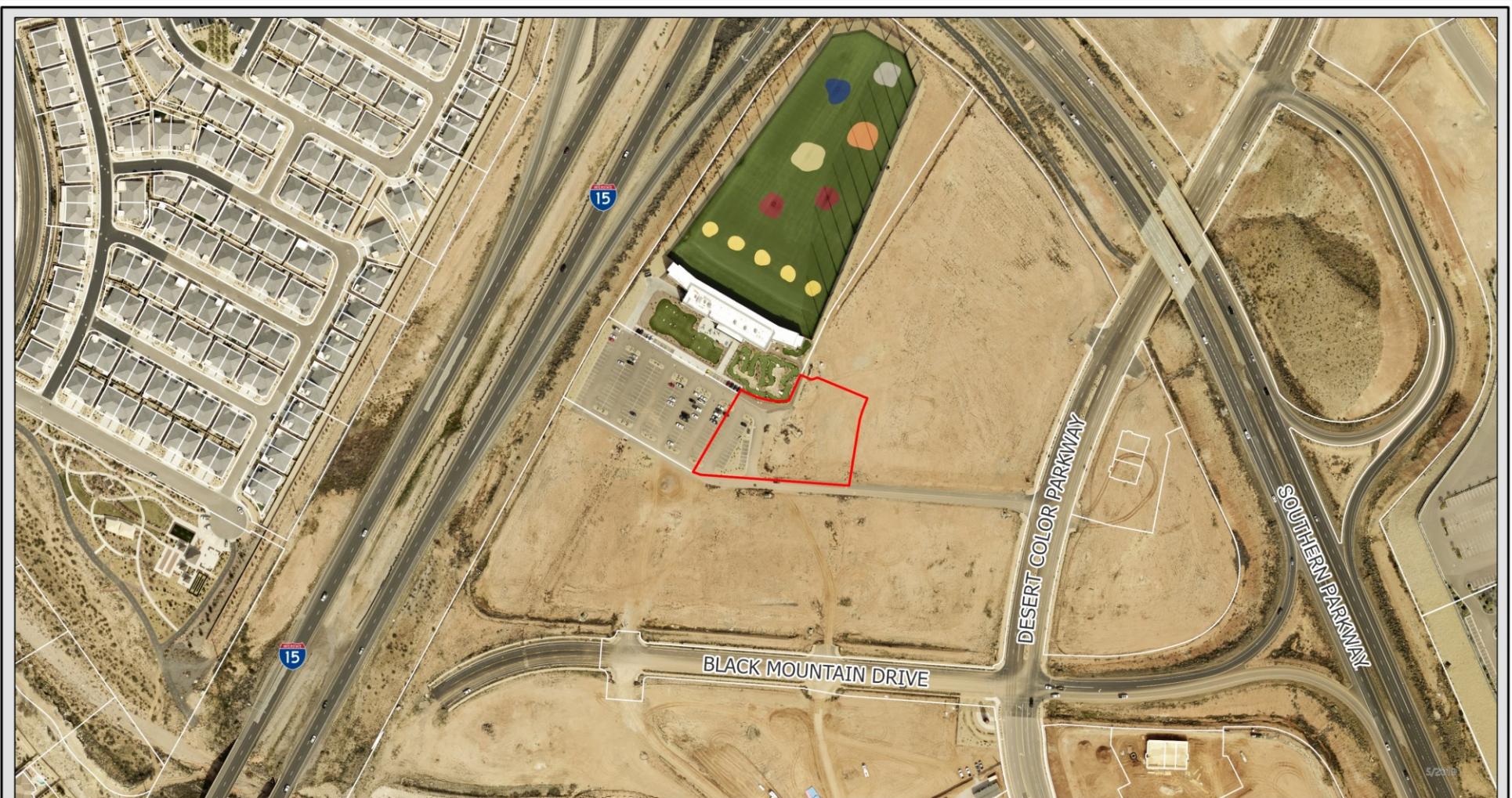
PowerPoint Presentation



The Break at Desert Color

2025-PP-027

Aerial Map



THE BREAK AT DESERT COLOR

0 145 290 580 870 1,160
Feet



Land Use Map



THE BREAK AT DESERT COLOR

0 145 290 580 870 1,160
Feet



Zoning Map

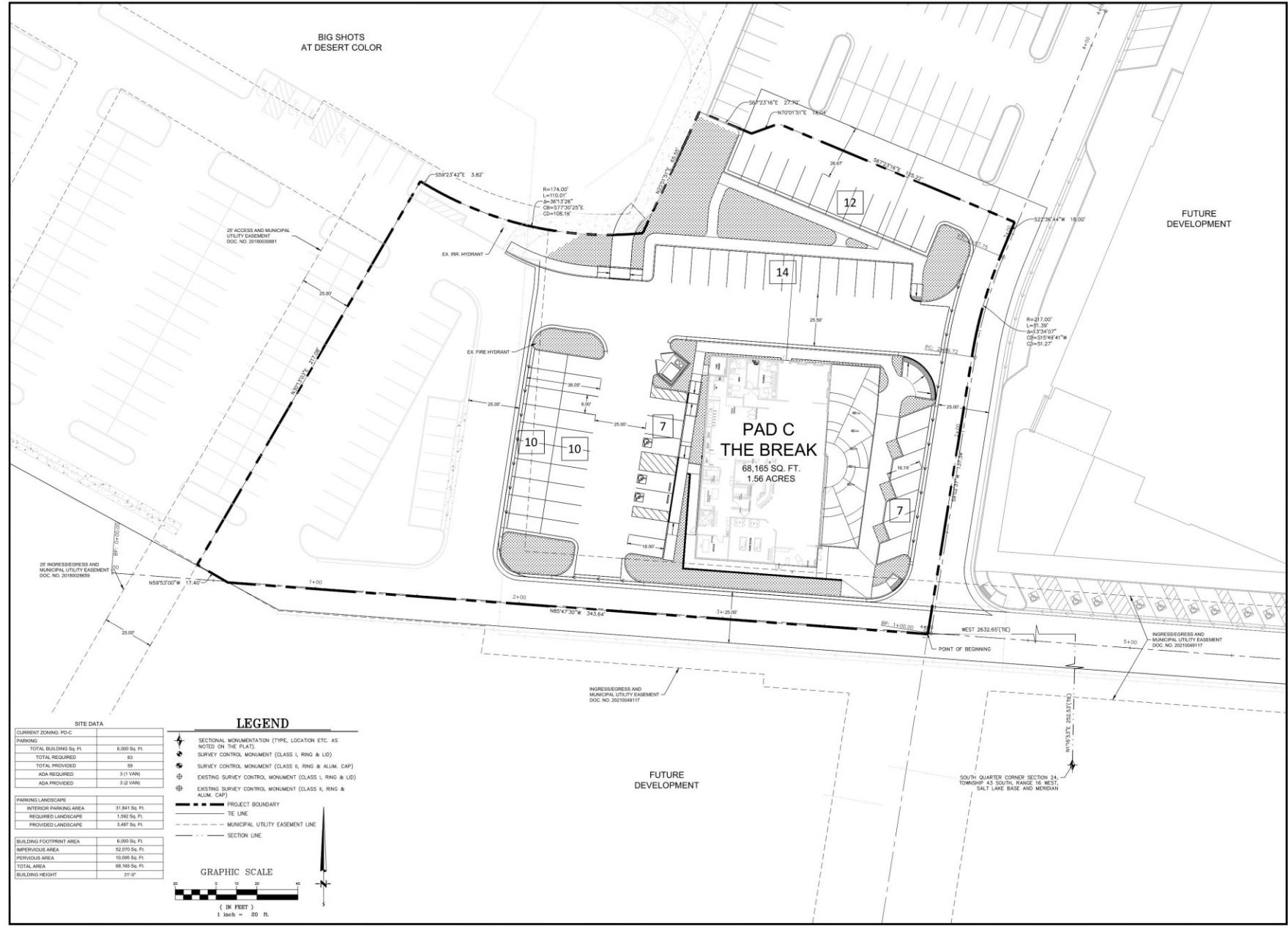


THE BREAK AT DESERT COLOR

0 145 290 580 870 1,160
Feet



Site Plan



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

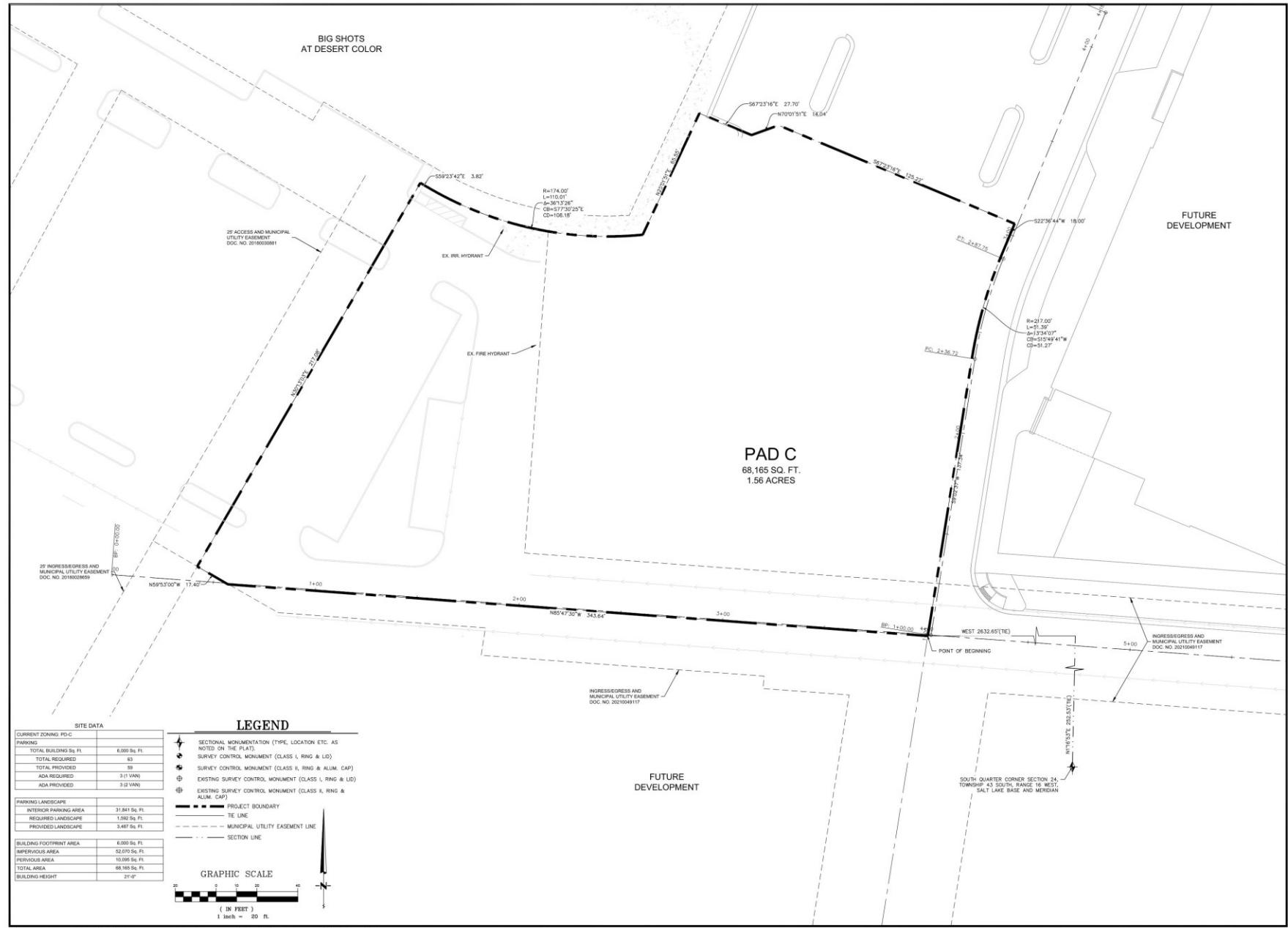
4

DATE: APRIL 2025
DRAWN: TDP
APPROVED: _____
SCALE: $1'' = 20'$

SITE PLAN
PRELIMINARY PLAT
THE BREAK - PAD C
LOCATED IN ST. GEORGE, UT

SHEET 24
E11-E-241603 - PRELIM BLAT

Boundary



BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

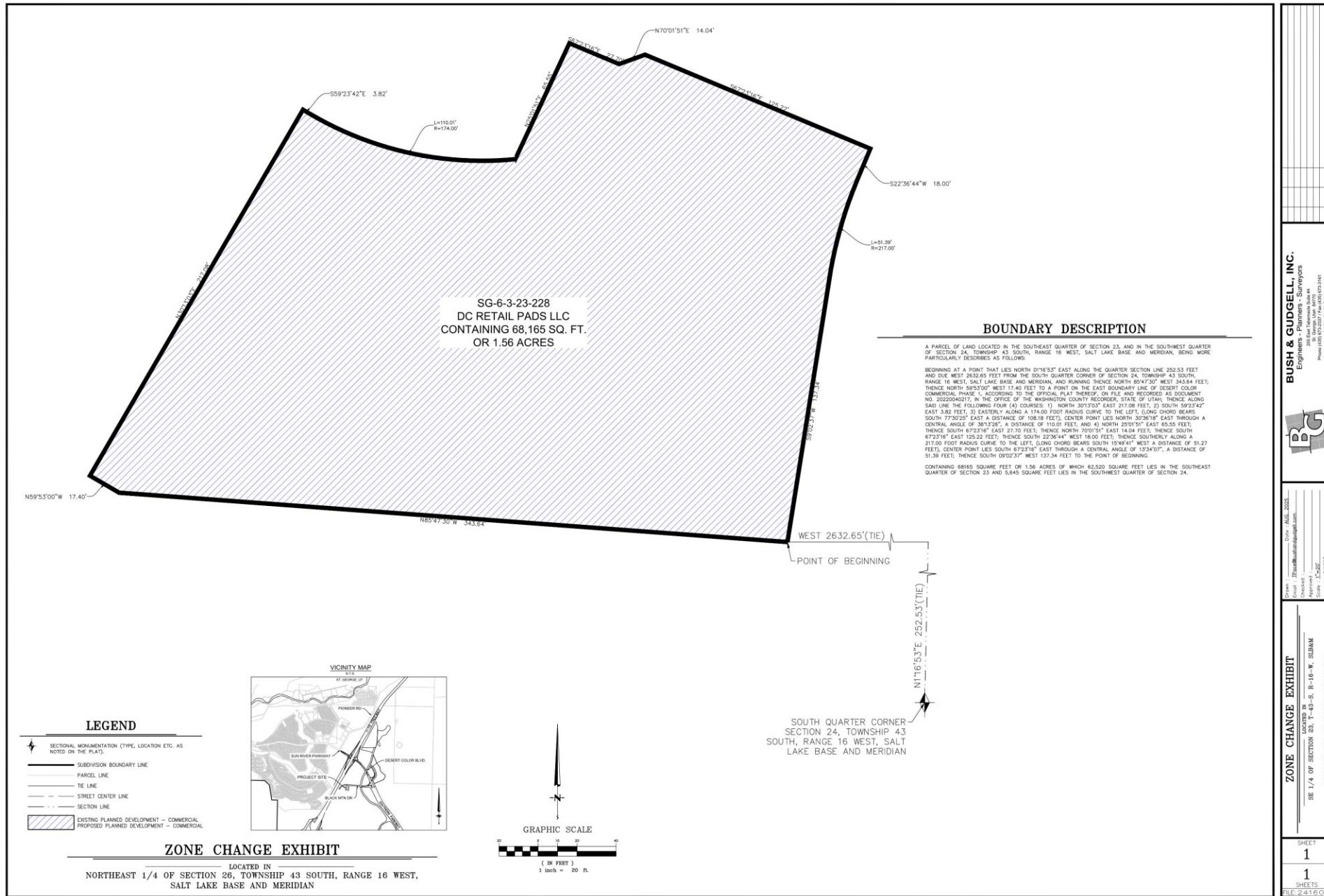
H & GUDGELL, INC.
Engineers - Planners - Surveyors

H & GUDGE
Engineers - Planners -

SITE PLAN BELLMINARY PIAT

SHEET 2

Survey





PLANNING COMMISSION AGENDA REPORT: 08/12/2025

Regency at Desert Color Development Agreement Amendment (Case No. 2025-DA-003)	
Request:	Consider approval of an amendment to the Regency at Desert Color development agreement for the purpose of removing transferring rights to maintain and operate the existing model home/office and associated parking from Toll Brothers to Desert Color.
Applicant:	Bush & Gudgell, Inc.
Representative:	Bob Hermanson
Location:	Regency at Desert Color
Area Affected:	Limited to Regency at Desert Color

REGENCY AT DESERT COLOR
DEVELOPMENT AGREEMENT AMENDMENT

0 300 600 1,200 1,800 2,400 Feet

BACKGROUND:

The city entered into a development agreement with Toll Brothers on April 28, 2022, in order to develop two of the lots in Regency at Desert Color into a model home/office with associated parking. Toll Brothers over the past few years has developed the Regency "pod" at Desert Color. They have recently made the decision to leave the project and will no longer be constructing homes or developing in Regency.

Part of the previous development agreement was an allowance to use two of the platted lots as a model home and an office with an associated parking lot. Now that Toll Brothers is leaving the project, the applicant, Desert Color, is now proposing that the ability to continue to use the improvements in the same manner as Toll Brothers has. The agreement required written consent in order to transfer the rights or terms to another party. This amendment is that written consent. The Planning Commission is to make a recommendation to the City Council on this request.

RECOMMENDATION:

Staff recommends approval of this development agreement amendment as presented and attached to this staff report.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed amended development agreement to a later date.

POSSIBLE MOTION:

"I move we forward a positive recommendation to the City Council for the Regency at Desert Color Development Agreement Amendment, case number 2025-DAA-003, as recommended by staff and based on the findings found in the staff report."

FINDINGS FOR APPROVAL:

1. The development agreement has followed the required approval process, including a recommendation and public hearing from the Planning Commission, according to Utah State Code 10-9a-532.
2. Approval of the development agreement amendment will allow the continued development of Regency at Desert Color.
3. The proposed development agreement amendment is in the best interest of the health, safety and welfare of the city and citizens of St. George.

Exhibit A

Development Agreement Amendment

**AMENDMENT TO
THE DEVELOPMENT AGREEMENT**

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770

Parcel Nos. _____

FIRST AMENDED DEVELOPMENT AGREEMENT
(Regency at Desert Color)

This First Amended Development Agreement ("Amended Agreement") is entered into this _____ day of July 2025 ("Effective Date"), between the **CITY OF ST. GEORGE**, a municipal corporation of the State of Utah ("City"), and **DESERT COLOR ST. GEORGE, LLC**, ("Owner"). City and Owner are hereinafter collectively referred to as the "Parties" and each individually, a "Party."

RECITALS

- A. On April 28, 2022, Toll Southwest LLC, a Delaware limited liability company ("Toll") entered into a Development Agreement ("DA") with the City of St. George for the Regency at Desert Color project which allowed for the use of platted residential lots as model homes, a sales office, and parking lot.
- B. Owner now desires to assume and transfer from Toll, the right to develop the same property in Washington County, Utah known as the Regency project within the Desert Color development area, with a portion of the Property located along Agave Peak Lane, known as Lot 103 and Lot 104 ("Property"), as described on the Exhibit A attached hereto, to be used as a temporary sales office and parking lot for the development ("Requested Uses").
- C. Section 11 of the Regency Development Agreement with Toll Southwest LLC, allows for the right to Assign the rights in the DA to another party with the express written consent of the City.
- D. All other terms and conditions of the DA have been complied with and the only remaining right in connection with the DA is the right to the use the Property as a sales office and parking lot.
- E. City, acting pursuant to its authority under Utah Code §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Assignment and Amended Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Amended Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by reference.
2. The Project. Owner shall continue to develop the Regency project as anticipated and approved by the City, and may continue to use the Property
 - 2.1 Within five calendar days of the Effective Date, Owner shall provide a cash escrow, lien on model homes, or other surety acceptable to the City (the "**Improvement Security**"), for an amount sufficient to mitigate all impacts, improvements, and damages created by the Requested Uses upon the Property upon termination of this Agreement or the expiration of the Term.
 - 2.2 Upon expiration of the Term, Owner will restore the lots by removing the pavement and temporary parking lots, as well as the temporary sales office.
3. Term. This Amended Agreement shall commence on the Effective Date and continue for a term of no more than seven (7) years thereafter (the "**Term**") unless earlier terminated by the Parties.
4. Representatives. The representative for the City for this Project will be Catherine Hasfurther. The representative for the Owner will be Daniel Lemich.
5. Agreement to Run with the Land. Any and all of the obligations of the Parties hereunder shall run with the land and shall constitute an encumbrance thereon. The rights duties and obligations herein shall inure to the benefit of and be binding upon each Party's heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the Property.
6. Project Approvals and Compliance with City Design and Construction Standards. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
7. Indemnity and Liability. To the extent allowed by state law, Owner shall indemnify City against all claims, demands, causes or action, appeals, suits or judgments (collectively, "**Claims**"), including but not limited to all Claims for death or injuries to persons, or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of Owner, or its agents or assigns. In the event of any such Claims against the City, City shall give Owner prompt written notice. Owner agrees to defend City, against any Claims against City, whether such Claims are rightfully or wrongfully brought or filed. In case a Claim should be brought with respect to the subject of indemnity herein, Owner agrees that City may employ attorneys of its own selection to appear and defend the Claim against City. City shall ensure that all costs and attorneys' fees are reasonable, and Owner shall be responsible for all costs associated with any Claim, including attorney's fees and costs, for which it indemnifies or defends City.
8. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of

Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

9. **Construction.** Each of the Parties 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.
10. **Notices.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George Utah 84770
Cathy.hasfurther@sgcityutah.gov

Desert Color St. George, LLC
Attn: Daniel Lemich
94 S Mall Drive, Ste. 202
St. George, UT 84790
DLemich@clydecapitalgroup.com

Such notices shall be deemed delivered following personal delivery, the mailing of such notices in the United States mail, or by email if provided. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either Party of a change of address.

11. **Assignment.** Neither this Agreement, nor any of the provisions, terms or conditions hereof, can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.
12. **No Joint Venture, Partnership or Third-Party Rights.** This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Owner and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation 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.
13. **Binding Effect.** Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.
14. **Integration.** This Agreement contains all the terms and conditions pertaining to the subject matter hereof, and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective Parties.
15. **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.

16. 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.
17. 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.
18. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
19. Modification. The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.
20. Authority of Parties. Each Party hereby warrants and represents to the other Party that the individual or individuals executing this Agreement on behalf of such Party are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF ST. GEORGE,
a municipal corporation of the State of Utah

By: Michele Randall, Mayor

Attest: Approved as to Form:
St. George City Attorney

Christina Fernandez, City Recorder

By: _____
Jami R. Brackin, Deputy City Attorney

State of Utah)
) SS
County of Washington)

On this _____ day of _____ 2025, before me, _____ a notary public, personally appeared _____, and proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

(seal)

Notary Public

OWNER:

DESERT COLOR ST GEORGE, LLC

By _____
Title: Vice President of Project Management

State of Utah)
) SS
County of Washington)

On this _____ day of _____, 2025, before me, _____ a notary public,
personally appeared Mitchell Dansie, and proved on the basis of satisfactory evidence to be the
person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they)
executed the same.

Witness my hand and official seal.

Notary Public

::

Exhibit B

PowerPoint Presentation



2025-DA-003

Regency at Desert Color

Aerial Map

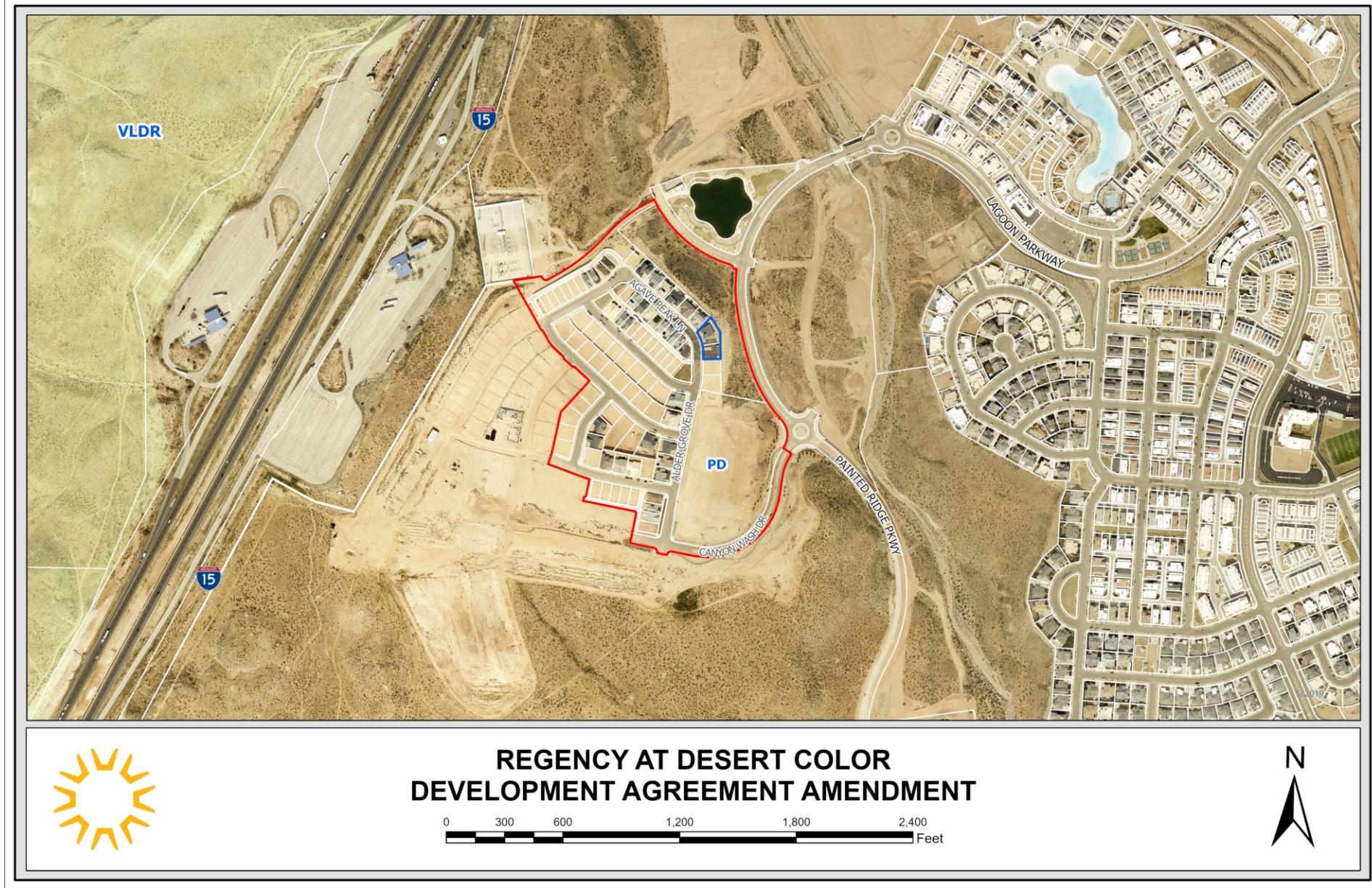


REGENCY AT DESERT COLOR DEVELOPMENT AGREEMENT AMENDMENT

0 300 600 1,200 1,800 2,400
Feet



Land Use Map



Zoning Map



Proposed Text

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770

Parcel Nos. _____

FIRST AMENDED DEVELOPMENT AGREEMENT (Regency at Desert Color)

This First Amended Development Agreement ("Amended Agreement") is entered into this _____ day of July 2025 ("Effective Date"), between the CITY OF ST. GEORGE, a municipal corporation of the State of Utah ("City"), and DESERT COLOR ST. GEORGE, LLC, ("Owner"). City and Owner are hereinafter collectively referred to as the "Parties" and each individually, a "Party."

RECITALS

- A. On April 28, 2022, Toll Southwest LLC, a Delaware limited liability company ("Toll") entered into a Development Agreement ("DA") with the City of St. George for the Regency at Desert Color project which allowed for the use of platted residential lots as model homes, a sales office, and parking lot.
- B. Owner now desires to assume and transfer from Toll, the right to develop the same property in Washington County, Utah known as the Regency project within the Desert Color development area, with a portion of the Property located along Agave Peak Lane, known as Lot 103 and Lot 104 ("Property"), as described on the Exhibit A attached hereto, to be used as a temporary sales office and parking lot for the development ("Requested Uses").
- C. Section 11 of the Regency Development Agreement with Toll Southwest LLC, allows for the right to Assign the rights in the DA to another party with the express written consent of the City.
- D. All other terms and conditions of the DA have been complied with and the only remaining right in connection with the DA is the right to the use the Property as a sales office and parking lot.
- E. City, acting pursuant to its authority under Utah Code §10-9a-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has determined this Assignment and Amended Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Amended Agreement.

NOW THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Owner agree as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein by reference.
2. **The Project.** Owner shall continue to develop the Regency project as anticipated and approved by the City, and may continue to use the Property.
 - 2.1 Within five calendar days of the Effective Date, Owner shall provide a cash escrow, lien on model homes, or other surety acceptable to the City (the "**Improvement Security**"), for an amount sufficient to mitigate all impacts, improvements, and damages created by the Requested Uses upon the Property upon termination of this Agreement or the expiration of the Term.
 - 2.2 Upon expiration of the Term, Owner will restore the lots by removing the pavement and temporary parking lots, as well as the temporary sales office.
3. **Term.** This Amended Agreement shall commence on the Effective Date and continue for a term of no more than seven (7) years thereafter (the "**Term**") unless earlier terminated by the Parties.
4. **Representatives.** The representative for the City for this Project will be Catherine Hasfurther. The representative for the Owner will be Daniel Lemich.
5. **Agreement to Run with the Land.** Any and all of the obligations of the Parties hereunder shall run with the land and shall constitute an encumbrance thereon. The rights duties and obligations herein shall inure to the benefit of and be binding upon each Party's heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the Property.
6. **Project Approvals and Compliance with City Design and Construction Standards.** Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from the obligation to comply with City Ordinances and City Standard Specifications for Design and Construction, or all applicable requirements of City necessary for approval of any development of Owner's Property, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City, except as specifically modified or waived in this Agreement.
7. **Indemnity and Liability.** To the extent allowed by state law, Owner shall indemnify City against all claims, demands, causes or action, appeals, suits or judgments (collectively, "**Claims**"), including but not limited to all Claims for death or injuries to persons, or for loss of or damage to property, arising out of or in connection with this Agreement to the extent that it relates to performance of acts of Owner, or its agents or assigns. In the event of any such Claims against the City, City shall give Owner prompt written notice. Owner agrees to defend City, against any Claims against City, whether such Claims are rightfully or wrongfully brought or filed. In case a Claim should be brought with respect to the subject of indemnity herein, Owner agrees that City may employ attorneys of its own selection to appear and defend the Claim against City. City shall ensure that all costs and attorneys' fees are reasonable, and Owner shall be responsible for all costs associated with any Claim, including attorney's fees and costs, for which it indemnifies or defends City.
8. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of _____.

Proposed Text

Utah. The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

9. **Construction.** Each of the Parties 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.
10. **Notices.** All notices required herein, and subsequent correspondence in connection with this Agreement shall be mailed to the following:

City of St. George
Attn: City Attorney
175 East 200 North
St. George Utah 84770
Cathy.hasfurther@sccityutah.gov

Desert Color St. George, LLC
Attn: Daniel Lemich
94 S Mall Drive, Ste. 202
St. George, UT 84790
DLeimich@clydecapitalgroup.com

Such notices shall be deemed delivered following personal delivery, the mailing of such notices in the United States mail, or by email if provided. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either Party of a change of address.

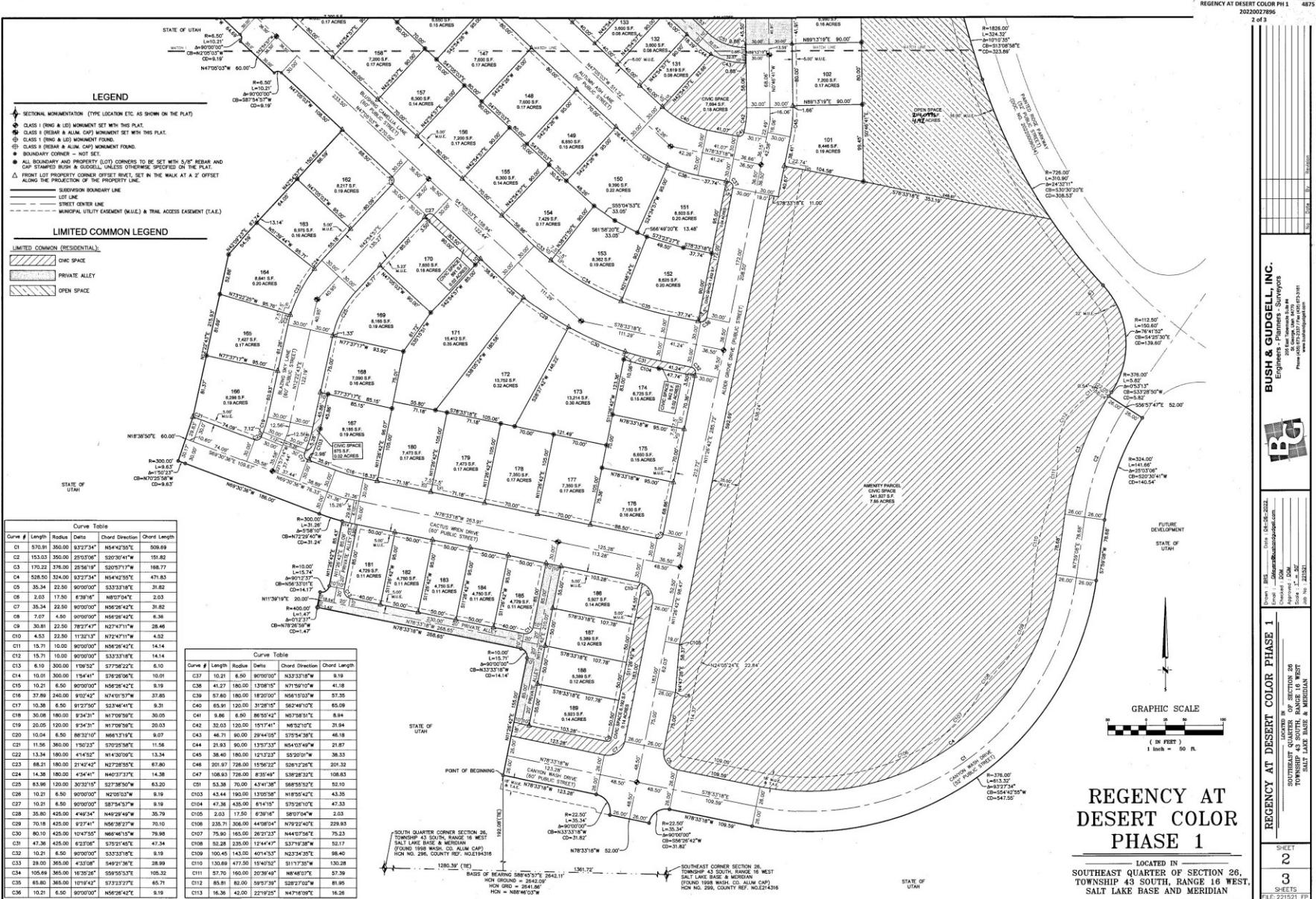
11. **Assignment.** Neither this Agreement, nor any of the provisions, terms or conditions hereof, can be assigned to any other party, individual or entity without prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.
12. **No Joint Venture, Partnership or Third-Party Rights.** This Agreement does not create any partnership, joint venture, undertaking, business arrangement or other arrangement between Owner and City. No term or provision of this Agreement is intended to be, nor shall be, for the benefit or obligation 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.
13. **Binding Effect.** Subject to the provisions of this document above, all of the provisions of this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.
14. **Integration.** This Agreement contains all the terms and conditions pertaining to the subject matter hereof, and, except with regard to zoning and other approvals upon which this Agreement is based, supersedes all prior negotiations, representations, promises, inducements or previous agreements between the Parties, whether oral or written with respect to the subject matter. Any amendments hereto must be in writing and signed by the respective Parties.
15. **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.

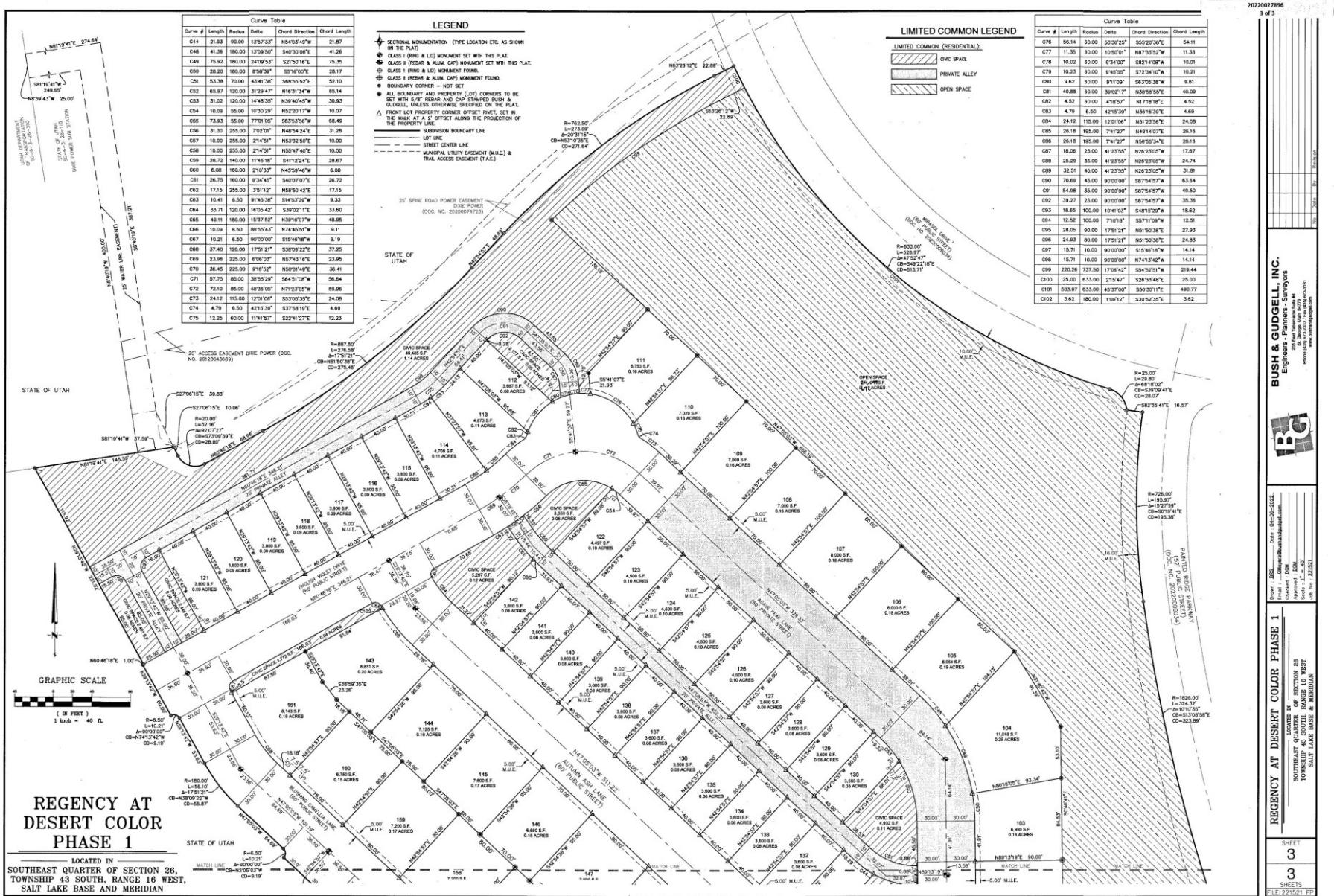
16. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
17. **Headings.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
18. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
19. **Modification.** The terms and conditions of this Agreement may be amended or modified only by written agreement of the Parties.
20. **Authority of Parties.** Each Party hereby warrants and represents to the other Party that the individual or individuals executing this Agreement on behalf of such Party are duly authorized to do so in the capacity stated, and that this Agreement constitutes a valid and binding agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Regency Plat



Regency Plat



**ST. GEORGE PLANNING COMMISSION MINUTES
July 22, 2025 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Planning Commission Chair Austin Anderson
Planning Commission Member Brandon Anderson
Planning Commission Member Ben Rogers
Planning Commission Member Terri Draper
Planning Commission Member Lori Chapman
Planning Commission Member Nathan Fisher
Planning Commission Member Kelly Casey

STAFF MEMBERS PRESENT:

CITY STAFFERS PRESENT:
City Deputy Attorney Jami Bracken
Assistant City Attorney Daniel Baldwin
Community Development Director Carol Winner
Assistant Public Works Director Wes Jenkins
Planner Brett Hamilton
Planner Brenda Hatch
Planner Dan Boles
Planner Brian Dean
Development Office Supervisor Angie Jessop

OTHERS PRESENT:

**Applicant Jared Bates
Applicant Logan Blake
Applicant Jason Shimp
Applicant Evan Haslem
Applicant Bob Hermanson
Applicant Apryl Cox**

CALL TO ORDER

Planning Commission Chair Anderson called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Commission Member Casey.

Link to call to order and flag salute: 00:00:12

Link to call for disclosures 00:00:45

Commission Anderson recused himself from Item 1

ITEM 1

GENERAL PLAN AMENDMENT Tuweap Parcel – PUBLIC HEARING

Consider a request to amend the general plan land use map from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres generally located at the northeast corner of Tuweap Drive and 2000 North. The applicant is Rosenburg Associates, and the representative is Jared Bates. The project will be known as Tuweap Parcel. Case No. 2025-GPA-011 (Staff – Brett Hamilton)

Agenda Packet [Page 3]

1
2 Link to presentation by Brett Hamilton, including introduction from Mr. Hamilton that
3 clarifies that the current land use designation is Commercial. The public notice
4 indicated that the property was AP (Administrative Professional). When the application
5 was submitted, that was the case. As part of the City's recent General Plan Update,
6 that was adopted in June, there were some revisions made to the land use map, this
7 property being one of them. It changed from Administrative Professional to
8 Commercial. Under the current adopted land use map, Administrative Professional no
9 longer exists and this property was changed to Commercial. [00:01:20](#)

10
11 Link to public hearing [00:04:45](#)

12
13 Link to comment by Mark Manculich [00:04:51](#)

14
15 Link to comment by Burt Black [00:06:24](#)

16
17 Link to comment by Lindi Ricks [09:55](#)

18
19 Public Hearing Closed

20
21 Link to comment by Applicant Jared Bates [00:11:25](#)

22
23 Link to discussion by Commission Members [00:13:30](#)

24
25 Link to comment by Public Works Assistant Director Wes Jenkins [00:15:47](#)

26
27 Link to comment by Applicant Jared Bates [00:17:45](#)

28
29 Link to motion [00:19:26](#)

30
31 **MOTION:**

32 A motion was made by Planning Commission Member Fisher to recommend
33 approval for City Council for Item 1, General Plan Amendment to Medium
34 Density Residential.

35
36 **SECOND:**

37 The motion was seconded by Planning Commission Member Draper.

38
39 **VOTE:**

40 Commission Chair Anderson called for a vote, as follows:

41
42 Planning Commission Chair Anderson – aye
43 Planning Commission Member Anderson –recused
44 Planning Commission Member Fisher – aye
45 Planning Commission Member Casey – aye
46 Planning Commission Member Chapman – aye
47 Planning Commission Member Rogers –aye
48 Planning Commission Member Draper –aye

49
50 The vote was unanimous. Motion carries.

51
52 **ITEM 2**

ZONE CHANGE- Teakwood 11 Rezone – PUBLIC HEARING

Consider a request to change the zoning from A-1 (Agriculture, 1-acre minimum lot size) to R-1-10 (Residential, 10,000 ft² minimum lot size) on approximately 15.11 acres. The applicant is DSG Engineering, and the representative is Mike Terry. The project will be known as Teakwood 11 Rezone. Case No. 2025-ZC-014 (Staff – Dan Boles)

Agenda Packet [[Page 12](#)]

Link to Presentation by Dan Boles [00:20:06](#)

Link to public hearing [00:22:35](#)

Public Hearing Closed

Link to comment by Applicant Logan Blake [00:23:05](#)

Link to motion [00:23:50](#)

MOTION:

A motion was made by Planning Commission Member Draper to forward a positive recommendation to City Council for the zone change.

SECOND:

The motion was seconded by Planning Commission Member Chapman.

VOTE:

Commission Chair Anderson called for a vote, as follows:

Planning Commission Chair Anderson – aye
Planning Commission Member Anderson – aye
Planning Commission Member Fisher – aye
Planning Commission Member Casey – aye
Planning Commission Member Chapman – aye
Planning Commission Member Rogers – aye
Planning Commission Member Draper – aye

The vote was unanimous. Motion carries.

ITEM 3**PLANNED DEVELOPMENT AMENDMENT Tech Ridge Area 1.2 – PUBLIC HEARING**

Consider a request to amend the Tech Ridge Zone Plan for a 5-story, 199-unit apartment complex located at approximately 400 South Tech Ridge Parkway on approximately 4.9 acres. This project also includes an adjacent parking garage. The applicant is Dwell Design Studio, and the representative is Jason Shimp. The project will be known as Tech Ridge Area 1.2. Case No. 2025-PDA-016 (Staff – Brenda Hatch)

Agenda Packet [[Page 20](#)]

Link to Presentation by Brenda Hatch [00:24:24](#)

1 Link to question by Commissioner Chapman and discussion [00:39:47](#)

2

3 Link to public hearing [00:41:30](#)

4

5 Link to comment by Jill Hunt [00:41:38](#)

6

7 Link to comment by Gregg Goldthorpe [00:44:18](#)

8

9 Link to comment by Sharon Snow [00:47:30](#)

10

11 Link to comment by Emily Murphy [00:50:50](#)

12

13 Link to comment by Liz Goldthorpe [00:55:27](#)

14

15 Link to comment by Marysol Garcia [00:57:33](#)

16

17 Link to comment by Jeff Jennings [01:00:34](#)

18

19 Link to comment by Robert McConnell [01:03:59](#)

20

21 Link to comment by Carol Bergin [01:06:25](#)

22

23 Public Hearing Closed

24

25 Link to discussion by Commission Members and Ms. Hatch [01:09:40](#)

26

27 Link to comment by Community Development Director Carol Winner [01:15:25](#)

28

29 Link to comment by Applicant Jason Shimp and discussion with Commission
30 Members [01:17:12](#)

31

32 Link to comment by Community Director Winner and discussion with Commission
33 Members [01:21:12](#)

34

35 Link to discussion between Commission Members and Mr. Shimp [01:22:40](#)

36

37 Link to discussion between Commission Members [01:24:00](#)

38

39 Link to question and discussion between Commissioner Casey and Public Works
40 Assistant Director Wes Jenkins [01:27:27](#)

41

42 Link to discussion between Commission Members and Ms. Hatch [01:32:54](#)

43

44 Link to discussion between Commission Members [01:34:20](#)

45

46 Link to motion [01:40:54](#)

47

48

49 **MOTION:**

50 A motion was made by Planning Commission Member Casey to make a
51 positive recommendation to the City Council on Item 3, Tech Ridge
52 Area 1.2, with Staff's recommendations, including the reduction in parking.

53

1 **SECOND:**2 The motion was seconded by Planning Commission Member Casey.
3
45 Link to discussion on motion with Commission Members [01:41:39](#)
6
78 Link to comment by Applicant Evan Haslem [01:47:25](#)
9
1011 **VOTE:**12 Commission Chair Anderson called for a vote, as follows:
13
1415 Planning Commission Chair Anderson – nay
16 Planning Commission Member Anderson – aye
17 Planning Commission Member Fisher – nay
18 Planning Commission Member Casey – aye
19 Planning Commission Member Chapman – nay
20 Planning Commission Member Rogers – aye
21 Planning Commission Member Draper – nay
22
2324 The vote was 3-4. Motion Fails
25
2627 Link to discussion by Commission Members, Community Development Director
28 Winner, City Attorney Jami Brackin and Applicant Evan Haslem [01:49:40](#)
29
3031 Link to motion [01:58:12](#)
32
3334 **MOTION:**35 A motion was made by Planning Commission Member Chapman to
36 recommend to City Council approval of Item 3, with no reduction in the
37 parking requirement.
38
3940 **SECOND:**41 The motion was seconded by Planning Commission Member Casey.
42
4344 **VOTE:**45 Commission Chair Anderson called for a vote, as follows:
46
4748 Planning Commission Chair Anderson – aye
49 Planning Commission Member Anderson – aye
50 Planning Commission Member Fisher – aye
51 Planning Commission Member Casey – aye
52 Planning Commission Member Chapman – aye
53 Planning Commission Member Rogers – aye
54 Planning Commission Member Draper – aye
55
5657 The vote was unanimous. Motion carries.
58
5960 **ITEM 4**61 **PRELIMINARY PLAT Tech Ridge Area 1.2 Subdivision**
62
6364 Consider a request for a two-lot (2) preliminary plat located at 400 South Tech Ridge
65 Parkway on approximately 4.9 acres on a Planned Development Mixed-Use property.

1 The applicant is Alliance Consulting, and the representative is Mike Bradshaw. The
2 project will be known as Tech Ridge Area 1.2. Case No. 2025-PP-024 (Staff – Brenda
3 Hatch)

4
5 Agenda Packet [[Page 57](#)]
6

7 Link to Presentation by Brenda Hatch [01:59:20](#)
8

9 Link to motion [02:01:31](#)
10

11 **MOTION:**

12 A motion was made by Planning Commission Member Rogers to approve the
13 preliminary plat for Item 4, Tech Ridge, with the conditions of the City
14 Council approval of the Planned Development Amendment.

15 **SECOND:**
16

17 The motion was seconded by Planning Commission Member Draper.
18

19 **VOTE:**
20

21 Commission Chair Anderson called for a vote, as follows:
22

23 Planning Commission Chair Anderson – aye
24 Planning Commission Member Anderson –aye
25 Planning Commission Member Fisher – aye
26 Planning Commission Member Casey – aye
27 Planning Commission Member Chapman –aye
28 Planning Commission Member Rogers –aye
29 Planning Commission Member Draper –aye
30

31 The vote was unanimous. Motion carries.
32

33 **ITEM 5**

34 **PRELIMINARY PLAT Meadows at Old Farm**

35 Consider a request for a fifty-four lot (54) preliminary plat located on approximately
36 14.69 acres on the North side of 2450 South and approximately 2800 East. The
37 applicant is Bill Cox, and the representative is Bob Hermanson- Bush and Gudgell.
38 The project will be known as Meadows at Old Farm. Case No. 2025-PP-026 (Staff –
39 Dan Boles)

40
41 Agenda Packet [[Page 65](#)]
42

43 Link to Presentation by Dan Boles [02:02:14](#)
44

45 Link to motion [02:04:53](#)
46

47 **MOTION:**

48 A motion was made by Planning Commission Member Draper to approve the
49 preliminary plat for Meadows at Old Farm.
50

51 **SECOND:**
52

53 The motion was seconded by Planning Commission Member Fisher.

1 VOTE:

2 Commission Chair Anderson called for a vote, as follows:

3
4 Planning Commission Chair Anderson – aye
5 Planning Commission Member Anderson – aye
6 Planning Commission Member Fisher – aye
7 Planning Commission Member Casey – aye
8 Planning Commission Member Chapman – aye
9 Planning Commission Member Rogers – aye
10 Planning Commission Member Draper – aye

11 The vote was unanimous. Motion carries.

15 ITEM 6**PRELIMINARY PLAT Village at Old Farm**

16 Consider a request for a sixty-one lot (61) preliminary plat located on the North side
17 of 2450 South and approximately 2700 East on approximately 21.02 acres. The
18 applicant is Bill Cox, and the representative is Bob Hermanson – Bush and Gudgell.
19 The project will be known as Village at Old Farm. Case No. 2025-PP-019 (Staff – Dan
20 Boles)

21
22 Agenda Packet [[Page 74](#)]

23
24 Link to Presentation by Dan Boles [02:05:12](#)

25
26 Link to discussion between Commission Members and Mr. Boles [02:17:15](#)

27
28 Link to motion [02:08:14](#)

29 MOTION:

30 A motion was made by Planning Commission Member Fisher to approve Item
31 6, Village at Old Farm.

32 SECOND:

33 The motion was seconded by Planning Commission Member Rogers.

34 VOTE:

35 Commission Chair Anderson called for a vote, as follows:

36
37 Planning Commission Chair Anderson – aye
38 Planning Commission Member Anderson – aye
39 Planning Commission Member Fisher – aye
40 Planning Commission Member Casey – aye
41 Planning Commission Member Chapman – aye
42 Planning Commission Member Rogers – aye
43 Planning Commission Member Draper – aye

44 The vote was unanimous. Motion carries.

51 ITEM 7

1 ZONE REGULATION AMENDMENT Setback Regulations SB181 – PUBLIC

2 **HEARING** Consider a request to amend to the St. George City Zoning Ordinance, Title
3 10. The proposed amendment would revise setback standards in certain zones
4 including Gravel and Grazing and Residential Zones to comply with Utah Senate Bill
5 181. The proposed amendment also includes changes and clarifications to Title 10 such
6 as updating accessory structure sizes, and lot size averaging percentages. The
7 applicant is the City of St. George, represented by Brett Hamilton. Case No. 2025-
8 ZRA-006 (Staff – Brett Hamilton)

9
10 Agenda Packet [[Page 83](#)]

11
12 Link to Presentation by Brett Hamilton [02:08:50](#)

13
14 Link to discussion between Commission Members and Mr. Hamilton [02:16:00](#)

15
16 Link to public hearing [02:16:40](#)

17
18 Public Hearing Closed

19
20 Link to motion [02:16:50](#)

21
22 **MOTION:**

23 A motion was made by Planning Commission Member Anderson to forward a
24 positive recommendation to City Council for the changes in Title 10, as
25 provided by Staff.

26
27 **SECOND:**

28 The motion was seconded by Planning Commission Member Fisher.

29
30 Link to question by Commission Member Chapman [02:17:11](#)

31
32 **VOTE:**

33 Commission Chair Anderson called for a vote, as follows:

34
35 Planning Commission Chair Anderson – aye
36 Planning Commission Member Anderson –aye
37 Planning Commission Member Fisher – aye
38 Planning Commission Member Casey – aye
39 Planning Commission Member Chapman – aye
40 Planning Commission Member Rogers –aye
41 Planning Commission Member Draper –aye

42
43 The vote was unanimous. Motion carries.

44
45 **ITEM 8**

46 **1 ZONE REGULATION AMENDMENT Apryl Cox RV Storage (Ag Accessory**
47 **Structures) – PUBLIC HEARING** – Consider a request to amend the St. George City
48 Zoning Ordinance affecting Agricultural Zones (Section 10-5). The proposed
49 amendment would revise setback requirements and update standards for accessory
50 structures. The applicant is Apryl Cox. Case No. 2025-ZRA-009 (Staff – Brian Dean)

51
52 Agenda Packet [[Page 120](#)]

1 Link to Presentation by Brian Dean [02:17:30](#)
2
3 Link to public hearing [02:20:20](#)
4
5 Link to comment by Applicant Apryl Cox [00:02:20:20](#)
6
7 Public Hearing Closed
8
9
10 Link to discussion by Commission Members and Mr. Dean [02:20:32](#)
11
12 Link to motion [02:23:11](#)
13
14

MOTION:

A motion was made by Planning Commission Member Rogers to approve Item 8 for the Zone Regulation Amendment on the Ag Accessory Structures.

18
19 **SECOND:**
20
21

The motion was seconded by Planning Commission Member Draper.

22
23 **VOTE:**
24

Commission Chair Anderson called for a vote, as follows:

25 Planning Commission Chair Anderson – aye
26 Planning Commission Member Anderson –aye
27 Planning Commission Member Fisher – aye
28 Planning Commission Member Casey – aye
29 Planning Commission Member Chapman – aye
30 Planning Commission Member Rogers –aye
31 Planning Commission Member Draper –aye
32

The vote was unanimous. Motion carries.

33
34 **ITEM 9**

ZONE REGULATION AMENDMENT ADU Use is M-H, R-2, R-3 & R-4 – PUBLIC HEARING – Consider a request to amend portions of the St. George City Zoning Ordinance, Title 10 as it relates to accessory dwelling units in the multiple-family residential and mobile home zones. The applicant is the City of St. George, represented by Brian Dean. Case No. 2025-ZRA-008 (Staff – Brian Dean)

42 Agenda Packet [[Page 134](#)]
43

44 Link to Presentation by Brian Dean [02:23:35](#)
45

46 Link to discussion between Commission Members [02:27:00](#)
47

48 Link to public hearing [02:28:00](#)
49

50 Link to comment by Dan Wade [02:28:13](#)
51

52 Public Hearing Closed
53

1 Link to motion [02:29:12](#)
2

3 **MOTION:**

4 A motion was made by Planning Commission Member Anderson to
5 recommend approval of the changes to Title 10-5-6, 10-5-3 and 10-5-10 as
6 proposed by Staff containing exhibits A,B, and C.
7

8 **SECOND:**

9 The motion was seconded by Planning Commission Member Fisher.
10

11 **VOTE:**

12 Commission Chair Anderson called for a vote, as follows:
13

14 Planning Commission Chair Anderson – aye
15 Planning Commission Member Anderson – aye
16 Planning Commission Member Fisher – aye
17 Planning Commission Member Casey – aye
18 Planning Commission Member Chapman – aye
19 Planning Commission Member Rogers – aye
20 Planning Commission Member Draper – aye
21

22 The vote was unanimous. Motion carries.
23

24 **ITEM 10**

25 **ZONE REGULATION AMENDMENT ADU Development Standards – PUBLIC**
26 **HEARING** – Consider a request to amend a portion of the St. George City Zoning
27 Ordinance, Title 10-17A-3 (Accessory Dwelling Unit – Specific Standards), to modify
28 the accessory dwelling unit standards. Applicant is City of St George, represented by
29 Brett Hamilton. Case No. 2025-ZRA-010 (Staff – Brett Hamilton)

31 Agenda Packet [[Page 146](#)]

33 Link to Presentation by Brett Hamilton [02:29:47](#)

35 Link to discussion by Commission Member Rogers and Mr. Hamilton [02:38:14](#)

37 Link to comments by Community Development Director Carol Winner [02:39:25](#)

39 Link to comments by Commission Member Rogers and Mr. Hamilton [02:41:12](#)

41 Link to comments and discussion between Community Development Director Winner
42 and Commission Members [02:43:10](#)

44 Link to discussion between Commission Members [02:43:15](#)

46 Link to public hearing [02:47:44](#)

48 Public Hearing Closed

50 Link to discussion by Commission Members [02:48:00](#)

52 Link to discussion by Commission Members and Community Development Director
53 Winner [02:49:25](#)

1
2 Link to comment by City Attorney Jami Brackin and Commission Members [02:54:38](#)
3
4
5

6 Link to motion [02:59:30](#)
7
8
9

10 **MOTION:**

11 A motion was made by Planning Commission Member Fisher to recommend
12 approval of Item 10, to City Council, with the changes discussed with regards
13 to single story and two story unit.
14

15 **SECOND:**
16 The motion was seconded by Planning Commission Member Casey.
17

18 **VOTE:**
19 Commission Chair Anderson called for a vote, as follows:
20

21 Planning Commission Chair Anderson – aye
22 Planning Commission Member Anderson –aye
23 Planning Commission Member Fisher – aye
24 Planning Commission Member Casey – aye
25 Planning Commission Member Chapman – aye
26 Planning Commission Member Rogers –aye
27 Planning Commission Member Draper –aye
28

29 The vote was unanimous. Motion carries.
30

31 **ITEM 11**

32 **ZONE REGULATION AMENDMENT Downtown Parking Requirements – PUBLIC**
33 **HEARING** – Consider a request to amend the St. George City Zoning Ordinance, Title
34 10. The proposed amendment would primarily amend 10-2 (Definitions) and 10-19
35 (Off-Street Parking Requirements) as it relates to parking standards in the PD-MU
36 (Planned Development Mixed Use) zone. There are also minor amendments proposed
37 to bring 10-19 into compliance with Utah Senate Bill 181. The applicant is the City of
38 St. George, represented by Dan Boles. Case No. 2025-ZRA-003 (Staff – Dan Boles)
39

40 Agenda Packet [[Page 161](#)]
41

42 Link to Presentation by Dan Boles [03:00:25](#)
43

44 Link to discussion with Commission Members and Mr. Boles [03:10:00](#)
45

46 Link to public hearing [03:11:15](#)
47

48 Link to comment by Stacy Young [03:11:25](#)
49

50 Public Hearing Closed
51

52 Link to discussion by Commission Members [03:12:12](#)
53

54 Link to motion [03:17:50](#)

MOTION:

A motion was made by Planning Commission Member Rogers to forward a positive recommendation to City Council for Item 11 for downtown parking requirements.

SECOND:

The motion was seconded by Planning Commission Member Fisher.

VOTE:

Commission Chair Anderson called for a vote, as follows:

Planning Commission Chair Anderson – aye
Planning Commission Member Anderson –aye
Planning Commission Member Fisher – aye
Planning Commission Member Casey – aye
Planning Commission Member Chapman – aye
Planning Commission Member Rogers –aye
Planning Commission Member Draper –aye

The vote was unanimous. Motion carries.

APPROVAL OF MINUTES:

Consider a request to approve the meeting minutes from the July 8, 2025, meeting.

Agenda Packet [[Page 186](#)]

Link to motion [03:18:24](#)

MOTION:

A motion was made by Planning Commission Member Draper to approve minutes of July 8, 2025, meeting.

SECOND:

The motion was seconded by Planning Commission Member Fisher.

VOTE:

Commission Chair Anderson called for a vote, as follows:

Planning Commission Chair Anderson – aye
Planning Commission Member Anderson -aye
Planning Commission Member Fisher – aye
Planning Commission Member Casey – aye
Planning Commission Vice Chair Chapman –aye
Planning Commission Member Rogers – aye
Planning Commission Member Draper- aye

The vote was unanimous and the motion carried.

1

2

CITY COUNCIL ITEMS:

Carol Winner, the Community Development Director, will report on items heard at the July 17, 2025, City Council Meeting.

1. *District at Old Farm Zone Change*
2. *Meadows at Old Farm Zone Change*
3. *Village at Old Farm R-1-10 Zone Change*
4. *Curb Gutter Sidewalk Blasting Zone Regulation Amendment*
5. *Canyon View Apartments Zone Change*
6. *Canyon View Apartments Hillside*
7. *Business License Micro Schools Zone Regulation Amendment*

ADJOURN:

Link to motion: [03:20:28](#)

MOTION:

A motion was made by Planning Commission Member Fisher to adjourn.

SECOND:

The motion was seconded by Planning Commission Member Chapman

VOTE:

Commission Chair Anderson called for a vote, as follows:

Planning Commission Chair Anderson – aye
Planning Commission Member Anderson – aye
Planning Commission Member Fisher – aye
Planning Commission Member Casey – aye
Planning Commission Member Chapman – aye
Planning Commission Member Rogers – aye
Planning Commission Member Draper – aye

The vote was unanimous, and the motion carries.

/s/

Angie Jessop, Development Services