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 Offices located at 175 East 200 North, St. George, Utah, on Thursday, November 6, 2025, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

   a. **Read a Proclamation proclaiming November, 2025 as Homeless Youth Awareness Month.**

2. **Comments from the public.**

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

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

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

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

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

3. **Consent Calendar.**

a. **Consider approval of the purchase of a Vaccon Hydro Excavator VX312LHE from Cate Equipment for the Water Services Department.**

BACKGROUND and RECOMMENDATION: This item is for the purchase of a Vaccon Hydro Excavator from Cate Equipment through state contract in the total amount of $234,879.82 (net trade-in value). The Water Services Department utilizes hydro-excavation equipment for most of the pipeline break repairs and to locate utilities. With a high pressure jet stream, the hydro-excavator is less damaging to the roadways and other utilities than conventional excavation. Excavation with the hydro-excavator can happen prior to utilities being located by Blue Stakes as this method is not damaging to existing utilities. This Vaccon Hydro-Excavator will replace an existing unit #3152. Staff recommends approval.

b. **Consider approval of a Line Extension Agreement with Dixie Power for the West Taxi Lane Extension Project.**

BACKGROUND and RECOMMENDATION: This item is for a line extension agreement with Dixie Power for the West Taxi Lane Extension Project in the total amount of $147,030.65. This agreement is for the installation, materials, and trenching to bring power service for the West Side Taxi Lane infrastructure. Staff recommends approval.

c. **Consider approval of a Professional Services Agreement (PSA) with The Quotient Group dba QFactor for advertising services inside the St George Regional Airport Terminal.**

BACKGROUND and RECOMMENDATION: This agreement is for the Quotient Group (QFactor) to provide professional services, including the selling of advertising for placement on static and digital displays, wall murals, banners and any other types of displays that City may install for purposes of advertising in various locations.

d. **Consider approval of a Professional Service Agreement with Rosenberg Associates for the design of Gap Canyon Parkway - Alienta to Sunbrook.**

BACKGROUND and RECOMMENDATION: This contract is for the design of Gap Canyon Parkway from Alienta to Sunbrook with Rosenberg Associates in the amount of $107,500. Staff recommends approval.

e. **Consider approval of awarding change order to Bleachers International for additional bleacher engineering, bleacher system (materials), and installation for the Dixie Sunbowl Renovation Project.**

BACKGROUND and RECOMMENDATION: This item is to award a change order to Bleachers International for additional bleacher engineering, bleacher system (materials), and installation for the Dixie Sunbowl Renovation Project in the amount of $1,024,808. The original amount approved by City Council on August 8, 2025 for Bleachers International was $2,321,993. Since the original approval, several bleacher design and layout meetings were held with Bleachers International, Hughes General Contractors (CM/GC on project), and the consulting architect to refine and finalize the bleacher layout in order to provide

the best viewing opportunities and comfortable seating for spectators. Another outcome of the meeting was to use bleacher materials for ramps and concourses that would otherwise be constructed of more expensive concrete. The Dixie Sunbowl Renovation Project is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

f. Consider approval of a Professional Services Agreement with Rosenberg Associates for the design of George Washington Boulevard from River Road to the proposed George Washington Boulevard Bridge.

BACKGROUND and RECOMMENDATION: This item is a professional service agreement with Rosenberg Associates for the design of the George Washington Blvd. from River Road in the amount of $198,500. This agreement provides a comprehensive engineering work plan for the City of St. George, including coordination with city departments, utilities, consultants, and property owners; completion of FEMA and USCOE permitting; updates to base maps and technical studies; and preparation of detailed civil, roadway, and trail construction plans, as well as bid and contract documents. Staff recommends approval.

g. Consider approval to continue sponsorship of the annual Festival de Juan Event, organized by Canyon Media/Juan 106 FM on December 6, 2025 at Vernon Worthen Park.

BACKGROUND and RECOMMENDATION: This event started in 2017. The sponsorship includes: 1) Fee waiver for the Special Event application fee; 2) Fee waiver for sublicense fees; 3)Fee waiver for Park reservation fee; 4) Fee Waiver for Encroachment Fee for street closure of 300 South Street; 5) Setup of additional stage at Vernon Worthen Park; 6)Booth for St George Police Department to interact with community members; 7)Provide and set up 20 picnic tables near food area; 8) Provide and setup trash cans and liners throughout festival; 9) Provide City Fire Truck for display, if truck and crew are available.

h. Consider approval of the minutes from the meetings held on October 9, 2025 (work meeting); October 9, 2025 (regular meeting); October 16, 2025; October 23, 2025; and October 23, 2025 (joint work meeting with Washington County Commission).

4. Public hearing and consideration of Ordinance 2025-091 vacating a municipal utility easement, adjoining Lot 114 of Waters Edge at Desert Color Shores.

BACKGROUND and RECOMMENDATION: The subdivision plat identifies Lot 114 as a building pad surrounded by common areas. The new owner of Lot 114 intends to construct a slightly larger home that extends beyond the original building pad limits. By vacating the adjoining municipal utility easements, which are designated as common, limited common, and limited common driveways, and by amending the subdivision plat, Lot 114 will function more like a traditional building lot rather than a designated building pad. The Joint Utilities Commission recommended approval.

5. Consider approval of Resolution No. 2025-026R authorizing the filing of an application and designation of an authorized officer to execute the application for a lease or patent of land under the recreation and public purposes ace, as amended for a future Tonaquint cemetery.

BACKGROUND and RECOMMENDATION: This is a resolution that is required by the BLM to apply for a R&PP lease on 10 acres of property located in the Tonaquint area on Mesa Palms Drive. Staff recommends approval.

6. **Consider approval of Ordinance No. 2025-092 amending the City Zoning Map by changing the zone on a parcel that was designated as part of the UDOT right of way and has not been zoned, to C-2 (Highway Commercial) on approximately 0.98 acres generally located at the northeast corner of Desert Canyons Parkway and the off ramp for the Southern Parkway. (2025-ZC-017 - Desert Corner Zone Change)**

BACKGROUND and RECOMMENDATION: The underlying general plan is COM (Commercial) with the adjacent zoning of C-2 (Highway Commercial) and PD-R (Planned Development Residential). At their meeting held on October 14, 2025, the Planning Commission held a public hearing, and recommended approval with no conditions with a unanimous vote of 7-0. There were no public comments.

7. **Consider approval of Ordinance No. 2025-093 amending the City Zoning Map by changing the zone from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) and R-3 (Residential, multi-family) to C-3 (General Commercial) on approximately 1.0 acres located southeast of 1050 North and 1020 West. (Case No. 2025-ZC-016 - 1037 W 1050 N Zone Change)**

BACKGROUND and RECOMMENDATION: The underlying general plan is COM (Commercial) with adjacent zoning of RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) and C-3 (General Commercial). At their meeting held on October 14, 2025, the Planning Commission held a public hearing, and recommended approval of the zone change with no conditions and a vote of 7-0; there were two comments from the public.

8. **Consider approval of Ordinance No. 2025-094 amending the City's General Plan by changing the general plan from AE (Agricultural Estates) to MHDR (Medium High Density Residential) on approximately 0.97 acres located on the northwest corner of 1800 North and 2100 West. (Case No. 2025-GPA-015 - Shaun Sullivan GPA)**

BACKGROUND and RECOMMENDATION: The General Plan on the subject property calls for AE (Agricultural Estates) a new category created with the comprehensive general plan amendment earlier this year. Single-family and agricultural uses are most common in the area. The Planning Commission heard their request and held a public hearing on October 14, 2025 and recommended denial of the application with a 4-3 vote and no conditions.

9. **Consider approval of Ordinance No. 2025-095 amending the City's General Plan by changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 5.0 acres located west of the Tuscan Hills and Tuscan Heights development. (Case No. 2025-GPA-014 - Planetboys Commercial GPA)**

BACKGROUND and RECOMMENDATION: The General Plan on the subject property calls for LDR (Low Density Residential). LDR and OS (Open Space) are prevalent in

the area. With some of the changes anticipated in the area, the applicant is asking for a change of general plan designation from LDR (Low Density Residential) to COM (Commercial) on 5.0 acres of their property. The Planning Commission heard their request and held a public hearing on October 14, 2025 and recommend approval with a 7-0 vote and no conditions.

10. **Consider approval of Ordinance No. 2025-096 amending the City General Plan by changing the general plan from AE (Agriculture Estates) to MDR (Medium Density Residential) and SL (Sensitive Lands) on approximately 10.977 acres generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community. (Case No. 2025-GPA-013 - Desert Canyons Addition 2)**

BACKGROUND and RECOMMENDATION: The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. In September 2025, the City Council approved an ordinance to annex the property mentioned above into the City of St. George. Per 10-1-11 of City Code, all new annexed areas shall be assigned a general plan land use designation of AE (Agricultural Estates) and zoned A-20 (Agricultural).

11. **Consider approval of Ordinance No. 2025-097 amending the White Dome Townhomes PD-R (Planned Development Residential) zone on approximately 8.22 acres generally located south of White Dome Drive and west of White Trails Drive. (2025-PDA-029 - White Dome Townhomes)**

BACKGROUND and RECOMMENDATION: The proposal is to revise the townhome height, materials, colors and finishes only. The unit count, density and layout will remain the same. At their meeting held on October 14, 2025, the Planning Commission held a public hearing and recommended approval with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch, with a unanimous 7-0 vote.

12. **Consider approval of Ordinance No. 2025-098 amending the White Cliffs Townhomes PD-R (Planned Development Residential) zone. (Case No. 2025-PDA-028 – White Cliff Townhomes)**

BACKGROUND and RECOMMENDATION: In March of 2021, the City Council approved the Southern Hills – West Area Zone Plan. Included as part of the approval was the White Cliffs Townhomes in Area 4, generally located north of White Dome Dr. and west of White Trails Dr. The White Cliffs Townhomes PD-R was approved for 16 buildings, comprising of 58 total units and an overall density of 11.93 units per acre, which aligned with the medium-high density designation in the General Plan in effect at the time. The buildings were to have a maximum height of 29' 8", measured to the highest point. City code permits PD-R zones to have a building height of 40 feet, measured to the midpoint of the roof. Approved building materials, as specified in the 2021 elevations, include Hardiplank facia and trim, shingles, lap siding, and board-and-batten siding, stone siding, and concrete roof tiles, with a white and grey color palette.

13. **Consider approval of Ordinance No. 2025-099 amending portions of Title 3 of City Code as it relates to Temporary Parking Lot Business standards. (Case No. 2025-ZRA-013)**

BACKGROUND and RECOMMENDATION: On December 15, 2022, an amendment was approved to add mobile business to Title 10 as a permitted use with standards and to create those specific standards. In 2022, the City's code did not allow mobile businesses; therefore, provisions were created and adopted. In 2023, the State adopted a new code that prevented cities from requiring mobile businesses to comply with the adopted zoning ordinance. On November 16, 2023, the City Council approved a Zoning Regulation Amendment to rename mobile businesses to temporary parking lot businesses and adjust the requirements in Title 3. Section 3-2W-5 enacted a two year time limit for this code.

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

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

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

Christina Fernandez, City Recorder

November 1, 2025
Date

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

PROCLAMATION

WHEREAS, Youth Futures provides safe shelter, collaborative resources, respectful guidance, and diverse support for unaccompanied and at-risk youth in Utah, helping young people stabilize and build a path to long-term well-being; and

WHEREAS, in the past year Youth Futures provided emergency shelter and safe housing for over 298 youth, while expanding access to vital mental-health and job-readiness programs and life-skills such as healthy relationships, budgeting, and navigation of community resources; and

WHEREAS, community support helps fund shelter, meals, therapy, and case management, for local youth experiencing homelessness; and

WHEREAS, Youth Futures' shelter programs demonstrate an 80% success rate in preventing adult homelessness among the youth they serve, underscoring the effectiveness of early, trauma-informed intervention; and

WHEREAS, November is observed as Homeless Youth Awareness Month, an opportunity for residents, businesses, schools, faith communities, and civic partners to learn, volunteer, donate, and advocate so every young person has a safe place to sleep and a path forward; and

WHEREAS, the City of St. George recognizes that the safety and well-being of youth are essential to a vibrant, thriving community and that local collaboration is key to ending youth homelessness.

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

HOMELESS YOUTH AWARENESS MONTH

in the City of St. George and encourage all residents to support efforts that provide safety, shelter, and opportunity for youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 6th day of November, 2025.



_____

Michele Randall, Mayor

Agenda Date: 11/06/2025 **Agenda Item Number:** 3a

Subject:

Consider approval of the purchase of a Vaccon Hydro Excavator VX312LHE from Cate Equipment for the Water Services Department.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: Water Services Dept

Reference Number: NA

Address/Location:

NA

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

This item is for the purchase of a Vaccon Hydro Excavator from Cate Equipment through state contract in the total amount of $234,879.82 (net trade-in value). The Water Services Department utilizes hydro-excavation equipment for most of the pipeline break repairs and to locate utilities. With a high pressure jet stream, the hydro-excavator is less damaging to the roadways and other utilities than conventional excavation. Excavation with the hydro-excavator can happen prior to utilities being located by Blue Stakes as this method is not damaging to existing utilities. This Vaccon Hydro-Excavator will replace an existing unit #3152. Staff recommends approval.

Staff Narrative (need/purpose):

This Vaccon Hydro-Excavator will replace an existing unit #3152. The total cost of the hydro-excavator is $443,921.82. With a trade-in value of $234,879.82 for the existing unit, the net cost of the new hydro-excavator is $234,879.82.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $234,879.82

Amount approved in current FY budget for item: $370,000

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

NA

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends approval of Vaccon purchase

Attachments

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

PUR – Purchase Requisition Form

St.George
THE BRIGHTER SIDE

Requestor & Signer Information

Request Date
10/06/2025

Department *
Support Services

Division *
Fleet Maintenance

☑ **PO Request** ☐ **BPO Request** ☐ **Request for Payment**
(Invoice Attached)

Requested By: *
SCOTT BOWLER

Requestor Email *
SCOTT.BOWLER@SGCITYUTAH.GOV

10/13/2025
Signed by: SCOTT BOWLER
7B72583AE692426...

Authorized Signer Name (up to $25,000) *
JOSEPH ROBINSON

Authorized Signer Email *
JOE.ROBINSON@SGCITYUTAH.GOV

10/13/2025
Signed by: JOSEPH ROBINSON
549E9B20ABB6435...

Department Head Name (required over $25,000)
SCOTT TAYLOR

Department Head Email
SCOTT.TAYLOR@SGCITYUTAH.GOV

10/14/2025
Signed by: SCOTT TAYLOR
C1555E565F674EB...

City Manager Name (required when any procurement policies are waived)

City Manager Email

Purchasing Rep. Name
INVOICES

Purchasing Rep. Email
INVOICES@SGCITYUTAH.GOV

10/14/2025
Signed by: Shelley Hester
6506E47724464EE...

Procurement Type

Contract Requirements *

- (•) This does NOT Require a contract
- ( ) Contract Drafted by the City's Legal Department
- ( ) Contract Drafted by vendor; reviewed & approved by City's Legal Department

City Council Approval Date (if applicable): *
~~10/16/2025~~ 12:00:00 AM

Is this a Capital Purchase or Capital outlay Item? *
(•) Yes ( ) No

Budget Information (Only Required for Capital outlay Items):

Project Title or Location: *
FLEET YARD

Is the Total Amount Approved in the Budget? *
(•) Yes ( ) No

Budgeted Amount: *
$370,000.00

Will this item/Service be recieved/Completed before the fiscal year end? *
(•) Yes ( ) No

Procurement Type *
STATE CONTRACT

SHIP TO ADDRESS: *
931 E RED HILLS PKWY ST. GEORGE UT 84770

New or Existing Vendor? *
EXISTING PARTY

State Contract #: *
MA4814

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

Vendor Information

Vendor Name Legal Name
CATE EQUIPMENT SOLUTIONS

DBA Name

Vendor ID

Please provide the legal name of the vendor

DBA / Common Name

Address
2055 S PIONEER RD

City
SALT LAKE CITY

State
UT

Zip Code
84104

Country
United States

Is the Address correct? *
(•) Yes ( ) No

Purchase Details

QTY *	Description *	Account Code *	Project Code	Unit Cost *
1	VACCON HYDRO EXCAVATOR VX312LHE	51-5114-7400		$225,779.82

Comments / Special Instructions:
STATE CONTRACT #MA4814

Freight / Shipping Cost *
$9,100.00

Purchase Total
$234,879.82

If purchase exceeds $5,000, it is expected that a minimum of 3 bids/ quotes be obtained and attached.

Vendor 2

Quote Amount

Vendor 3

Quote Amount

General Attachments: (1)

Quotes - You can submit multiple documents with the same button. Please use the correct button for each type of document (Quotes should be uploaded using the Quotes button etc.) *

PUR - SUP - Purchasing Quote - From CATE EQUIPMENT SOLUTIONS requested by SCOTT BOWLER

Supporting Documents

PSA / Contract

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

Purchasing Only

Purchase Request Status	Rejection Reason
Received	

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

Cate Equipment
2055 South Pioneer Road
Salt Lake City, Ut 84104

Date 8/18/2025
Number 112883
Type of Quote Xcavator
PO
Attn Joe Robinson

Quote

Retail Purchaser St. George City Water
State Contract# MA4814
Retail ID #23661

Ship To Cate Equipment

Comments Customer Inspection - Water Department High Pressure two reels. No low pressure water System. Remote control must be near truck to start or audible alarm. Dig Pig rather than Rip Saw High pressure variable flow gun. 10" x 8" clamps for both ends? 100' hydro x hose reel in lieu of 50', equipped with 75' x 1/2" hose. Transfer case cooling package. Add Debris tank screens flush out and cyclone flush out off of low pressure. Cat walk on the debris tank band lock clamps rather than travis style. 8" x 6" clamp style both ends No FEPTO Hydraulic PTO mounted on transmission

Price excludes any applicable sales taxes, tag, title or registration fees.
Price excludes any applicable F.E.T., tag, title or registration fees.
Price excludes any applicable tag, title or registration fees.

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.
Option content is subject to engineering approval.

This quotation is valid for 30 **days** from the quotation date

Vac-Con module pricing on customer supplied chassis is valid for 120 days from date of purchase order.
Please consult factory if chassis ETA will surpass 120 days for pricing confirmation.

Model Number - V VX312LHE/1300 L H

Standard Equipment Includes:
Vacuum System (as specified by Model Number)
Cyclone Separator
Hydrostatic Blower Drive
Front Loading 10' Telescopic Boom with Pendant Control Station
270 Degree Rotating Boom
8" Vacuum Intake Hose
Aluminum Diamond Plate Storage Boxes & Cabinets
Cross Linked Polyethylene Water Capacities: 800, 1100 & 1300 gallons with 10 Year Warranty
Automatic Vacuum Breaker Shut Off-Relief to Atmosphere & Dual Stainless Steel Float Balls
20 gpm/4000 psi Water System - Hydraulically Driven
100' retractable high-pressure hose reel, high-pressure digging wand
1/4" Corten Steel Debris Body with 5 Year Warranty
5" Butterfly Valve with 10' Layflat Hose
Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
Low Pressure Hand Gun with Quick Connect at Pump with 25' of 1/2" Hose
Full Opening Rear Door / Hydraulic Door Locks / Hydraulic Door Grabber

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

Boom Tie Down with Front Mounted Joystick for Ease of Operation
Passenger Side Controls
Passenger Control Panel Cabinet Aluminum Diamond Plate (35" x 14" x 24")
Water Pump and Hose Reel Cabinet / Passenger Side Aluminum Diamond Plate (51" x 20" x 30")
Storage Box Behind Cab Aluminum Diamond Plate (16" x 42" x 96")
Single Axle Units: Drivers Side Storage Cabinet Aluminum Diamond Plate (51" x 24" x 24")
Tandem Axle Units: Drivers Side Storage Cabinet Aluminum Diamond Plate (51" x 44" x 24")
Tandem Axle Units with 180" CT: Storage Box Behind Cab Aluminum Diamond Plate (16" x 42" x 48")
2 Joystick Controls 1-Passenger Side Control Panel, 1-Front Bumper
Emergency Shut Off
Reflective Striping / Side & Chevrons
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)
ICC lighting
Unit Paint Surfaces are Shot Blasted, Sherwin Williams Fast Clad High Solids Zinc Rich Primed, Sanded and Sealed with Duraspar Epoxy Primer. Hose Reel Spool, Debris Tank and sides of Mainframe Painted with Sherwin Williams Duraspar Polyurethane Single Stage Gloss. All other Paintable Surfaces are Coated in Sherwin Williams Duraspar Textured black paint
12 month standard warranty - see certificate for details
5# Fire Extinguisher
Set of Triangles

Main Information

Model	VX312LHE/1300	$387,791.00
Blower	Hydrostatic Drive	$0.00
Boom	10' x 8" Aluminum Telescoping Boom with Pendant Control Station	$0.00
Water System	20 gpm/4000 psi Water System - Hydrostatic Drive	$0.00
Water Pump	0	
Auxiliary Engine	0	
Hose Brand		

Debris Body Options

Qty	Description	Cost	Total
1	6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)	$1,151.00	$1,151.00
1	A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided	$8,491.00	$8,491.00
1	Electric Vibrator	$6,621.00	$6,621.00
1	Rear splash guard (2 - 10 O'clock) - tank mounted	$4,137.00	$4,137.00

Water System Options

Qty	Description	Cost	Total
1	100' Capacity Handgun Hose Reel	$5,644.00	$5,644.00
1	Air Purge System	$1,309.00	$1,309.00
1	Debris Body "Power Flush" System, 8 jets	$3,040.00	$3,040.00
1	Water Pump Remote Oil Drain	$424.00	$424.00

Misc Machine Options

Qty	Description	Cost	Total

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

1	Behind Cab Boom Support â€“ Chassis frame mounted Boom Cradle Assembly with Bumper mounted boom docking assembly	$5,257.00	$5,257.00
1	Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge	$7,517.00	$7,517.00
1	Cone Rack, Between Bogies, Tandem	$868.00	$868.00
1	Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable	$3,740.00	$3,740.00
1	Remote Debris Tank Grease Assembly (Ground Level)	$4,030.00	$4,030.00
1	Tungsten Infused Carbide Boom Elbow and Reducer (Only available on 8" Booms)	$6,749.00	$6,749.00

Qty	Description	Cost	Total

Lighting Options

Qty	Description	Cost	Total
1	LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 500 Series TIR6 01-0663507129E - Amber	$2,994.00	$2,994.00
1	LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow	$5,836.00	$5,836.00
1	LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight	$1,152.00	$1,152.00
1	LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)	$1,152.00	$1,152.00
1	LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight	$1,152.00	$1,152.00
1	LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard. When (1) is selected, C/S is standard	$1,452.00	$1,452.00
2	Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard. When (1) is selected, D/S is standard	$1,452.00	$2,904.00

Electrical Options

Qty	Description	Cost	Total
1	6 Way Pendant Control Station (Spare)	$802.00	$802.00
1	Low Water Alarm with Light	$796.00	$796.00
1	Rear Camera Placement	$864.00	$864.00
1	Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.	$7,273.00	$7,273.00
1	Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT	$1,968.00	$1,968.00

Misc Accessories

Qty	Description	Cost	Total
1	Cyclone separator flush out to be plumbed to control panel	$2,800.00	$2,800.00
1	Debris Body "Power Flush" System, 8 jets hard plumbed to control panel	$0.00	$0.00
1	Debris tank screens flush out to be plumbed to control panel	$2,800.00	$2,800.00
1	Omnex wireless charge cradle with alarm	$2,055.00	$2,055.00

Pipe Storage Racks

Qty	Description	Cost	Total
1	Lazy Susan Pipe Rack (Holds 5 Pipes)	$4,020.00	$4,020.00

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

Vacuum Tubing

Qty	Description	Cost	Total
2	5' x 8" Aluminum Pipe Extension	$448.00	$896.00
1	6' x 8" Aluminum Pipe Extension	$505.00	$505.00
1	8" Flange to 6" Flange Adapter (800-0647)	$333.00	$333.00
1	8" Flange to 6" Sleeve Adapter 800-0351	$341.00	$341.00
3	8" Quick Clamp, spare, 680-0014	$62.00	$186.00
1	Rubber flex hose end for CB Tube/Hydroexcavation	$188.00	$188.00

Paint

Qty	Description	Cost	Total
1	Paint Module: Single-Stage Polyeurethene White (white is standard unless otherwise specified. Sherwin Williams code: 940813)	$0.00	$0.00
1	Standard Striping Package - Blue 692-5204-02	$0.00	$0.00

Truck Chassis Information

Pool Truck Chassis Model **Select a Model** *Pool Trucks are subject to availability.* $0.00

Qty	Description	Cost	Total
			$0.00
		Customer Supplied Chassis	0.00

Make	
Model	
Engine Make and Model	
Engine HP and RPM	
Transmission Make and Model	
CA/CT Measurement	
Est Date of Arrival at Vac-Con	1/1/1900
Dealership Providing Chassis/Phone/Contact	Skylar Dyreng

Mounting	$8,500.00
Subtotal	**$497,738.00**
Less Discount	- $53,816.18
Unit Total	**$443,921.82**
Chassis Total	$0.00
Machine Total	$443,921.82
Delivery Cost	$9,100.00
Customer Inspection for 3 St George City Employees	$3,500.00
Credit For Used Xcavator	$221,642.00
Total	**$234,879.82**

Offered by: Jeff Johnson __

Accepted by:_____

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA

FY 2025-26 Budget
Enterprise Funds - Water Utility Fund

Summary of Capital Outlay	FY 2026 Dept. Request	FY 2026 Adopted	Division
Gunlock Wells	800,000	800,000	Source of Supply
Millcreek Wells	505,000	505,000	Source of Supply
The Ledges Wells	165,000	165,000	Source of Supply
GMC 1500 Replacement #4212	75,000	75,000	Source of Supply
Snow Canyon Wells	50,000	50,000	Source of Supply
Sewer Combination Cleaner Replacement #4246	50,000	50,000	Irrigation
(I4)Graveyard Reservoir	9,000,000	9,000,000	Irrigation
Skid Steer loader Replacement #4142	150,000	150,000	Irrigation
(SC25)SGWRF Reuse Facility to Reuse Storage Pond.	10,000	10,000	Irrigation
(SC26) 24-inch Pipe from Future Reuse pond to Reuse Transmission	30,000	30,000	Irrigation
(SC30) 18-inch Desert Canyons Transmission Line	243,000	243,000	Irrigation
(SC41) 24-inch Desert Canyons Tank Feed Line	600,000	600,000	Irrigation
(SP10) SGWRF Reuse Pond Pump Station	50,000	50,000	Irrigation
(SP7) Commerce Drive Settling Pond Desert Canyons Pump Station	100,000	100,000	Irrigation
(SS2) 2.6 MG Commerce Drive Settling Pond	75,000	75,000	Irrigation
(SS4) 1.5 MG Stone cliff Storage Tank	1,500,000	1,500,000	Irrigation
(SS6) Reuse Facility Storage Pond	150,000	150,000	Irrigation
12" Irrigation Line Realignment Desert Color PKWY & S.PKWY Exit	240,000	240,000	Irrigation
East City Springs Pump Station	50,000	50,000	Irrigation
Entrada Pump Station	10,000	10,000	Irrigation
George Washington BLVD Phase II	150,000	150,000	Irrigation
Graveyard Pump Station	10,000	10,000	Irrigation
Moore's Well	15,000	15,000	Irrigation
New Meter Pits	30,000	30,000	Irrigation
Reduced Pressure Zone Assemblies	20,000	20,000	Irrigation
Sandberg Pump Station	30,000	30,000	Irrigation
Sun River Golf Service line upgrade, and meter replacement	50,000	50,000	Irrigation
Sunbrook Pump Station	10,000	10,000	Irrigation
Air Monitors	30,000	30,000	Transmission & Distribution
AMI metering	1,000,000	1,000,000	Transmission & Distribution
C11 Riverside to Hilton Dr. Transmission Line	2,147,000	2,147,000	Transmission & Distribution
C28 Southern Parkway Loop	500,000	500,000	Transmission & Distribution
Cathodic Pipeline Protection	10,000	10,000	Transmission & Distribution
Crane Truck Replacement #1004	250,000	250,000	Transmission & Distribution
Excavator Replacement # 3078	260,000	260,000	Transmission & Distribution
Industrial Tank	2,500,000	2,500,000	Transmission & Distribution
Meter / Endpoint / Register	150,000	150,000	Transmission & Distribution
Pressure Reducing Station Rebuild	50,000	50,000	Transmission & Distribution
Regional Pipeline Payment	722,000	722,000	Transmission & Distribution
Replace Chlorinator Units	15,000	15,000	Transmission & Distribution
S3 Northern Gap Tank	250,000	250,000	Transmission & Distribution
S4 Country Club Tank Replacement	3,000,000	3,000,000	Transmission & Distribution
S5 Airport Redevelopment (Tech Ridge) Tank	50,000	50,000	Transmission & Distribution
Scada System	10,000	10,000	Transmission & Distribution
Skid steer	90,000	90,000	Transmission & Distribution
Skyline Pump Station	50,000	50,000	Transmission & Distribution
Snow Canyon 16" Water Line Replacement	500,000	500,000	Transmission & Distribution
Spare Pumps & Motors	15,000	15,000	Transmission & Distribution
Stone Cliff Lower Pump Station	250,000	250,000	Transmission & Distribution
Utility Line Locate Machine	20,000	20,000	Transmission & Distribution
Vacuum Truck Replacement #3152	370,000	370,000	Transmission & Distribution

Docusign Envelope ID: 1044F763-8EED-4610-AD20-A5A90DCD84CA
Docusign Envelope ID: 13BAE8A6-83B1-4185-B73A-994275672C57

Contract # MA4814

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Cate Equipment Solutions, LLC
Name
2055 S Pioneer Road
Address
Salt Lake City | Utah | 84104
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- X For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Paul McMillan Phone #801-641-1308 Email pmcmillan@cateequipment.com
Vendor #VC0000278748 Commodity Code #221, 2210

2. CONTRACT PORTFOLIO NAME: Heavy Equipment for Purchase

3. PROCUREMENT: This contract is entered into as a result of Solicitation #RM25-4.

4. CONTRACT PERIOD: Effective Date: February 12, 2025 Termination Date: February 11, 2030 unless terminated early or extended in accordance with the terms and conditions of this contract.

5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): All pricing must be guaranteed for one year including the purchase price and option prices. All price discount percentages are guaranteed for the life of the contract.

6. Administrative Fee, as described in the Solicitation and Attachment A: **0.25%.**

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Award Categories
ATTACHMENT D: Cost Sheet
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by: Paul McMillan DF3032A74D34AA
Contractor's Signature

Paul McMillan | Territory Manager | 2/10/2025
Print Name | Title | Date

STATE

DocuSigned by: C38BE9DAC528424
Director, Division of Purchasing

2/12/2025
Date

Contract Manager can be found at www.statecontracts.utah.gov on the contract landing page.

(Revised 8/12/2024)

Agenda Date: 11/06/2025 **Agenda Item Number:** 3b

Subject:

Consider approval of a Line Extension Agreement with Dixie Power for the West Taxi Lane Extension Project.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 South Airport Pkwy

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

This item is for a line extension agreement with Dixie Power for the West Taxi Lane Extension Project in the total amount of $147,030.65. This agreement is for the installation, materials, and trenching to bring power service for the West Side Taxi Lane infrastructure. Staff recommends approval.

Staff Narrative (need/purpose):

This agreement is for the installation, materials, and trenching to bring power service for the West Side Taxi Lane infrastructure.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $147,030.65

Amount approved in current FY budget for item: $947,368

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

Approved in FY26

Description of funding source:

Federal Grant and Airport Restricted Funds

Recommendation (Include any conditions):

Staff recommends approval

Attachments

71 E Highway 56
Beryl, UT 84714-5197
Phone: 866-673-3297
Fax: 435-439-5352

DixiePower
ENERGIZING LIFE
A Touchstone Energy® Cooperative
The power of human connections®

145 W Brigham Rd.
St. George, UT 84790
Phone: 866-673-3297
Fax: 435-673-3315

LINE EXTENSION AGREEMENT

Date 10/20/25 **WO#** 410628

CITY OF ST GEORGE AIR

Line Extension To: SGC CITY - TAXI LANE EXPANSION AIRPORT

Address: TAXI LANE EXPANSION AIRPOR

Subdivision: Lot/Parcel Number(s): SG-6715

The costs for the above referenced project are:

Installation Cost	$ 32,541.83
Material Cost	$ 81,374.12
Trenching/Boring	$ 33,114.70
Prepayment Credit	
Impact Fees:	$ 0.00

Amount Due Before Construction Begins: **$ 147,030.65**

This cost estimate is good for 90 days; beyond the 90 days the costs will require an update due to the increasing cost of steel and materials. The full cost of construction will need to be paid before you can be placed on our construction schedule. Scheduled projects will be subject to the limited availability and increasing lead times of materials. If the full cost of construction is not paid within 90 days, this work order may be canceled, and no refunds will be made of the estimated fees.

These costs include secondary power lines to the lot(s). It will be the responsibility of the lot owner to provide the service drop to the building.

The Cooperative will require the following:

• Customer to furnish all Rights-Of-Way/Easements required by the Cooperative in extending electric services. These Rights-of-Way/Easements will need to be recorded.

• Line Extension Agreement to be signed and returned.

• Trenching provided by owner or owner's subcontractor must be to Dixie Power Service Standards (available online at https://www.dixiepower.com/service-standards/). Compaction test results to be provided to Dixie Power Engineering department once completed. If all standards are not met, there may be an additional cost to the customer.

• Full payment for Construction Costs, Impact Fees, and Security Deposit if applicable.

• Excavation to sub-grade before work is to begin. All conduit and conductor installed before curb and gutter is laid. All property corner stakes and lot lines surveyed before starting. If all requirements are not followed, there will be an additional cost to the customer.

• Customer is required to disclose knowledge of any issues, such as hard excavation, including rocks, mud, trash, and high-water table. Customer will be charged an additional fee upon completion of the project.

• Signed application form for Membership and Electric Service to be filled out with correct address, subdivision & lot number (If applicable.)

FAILURE TO DO ANY OF THE ABOVE REQUIREMENTS WILL DELAY THE PROCESS

The acceptance of the application by the cooperative shall constitute an agreement between the applicant

_____

Michele Randall, Mayor Date

Attest:

_____

Christina Fernandez, City Recorder

Approved as to form:

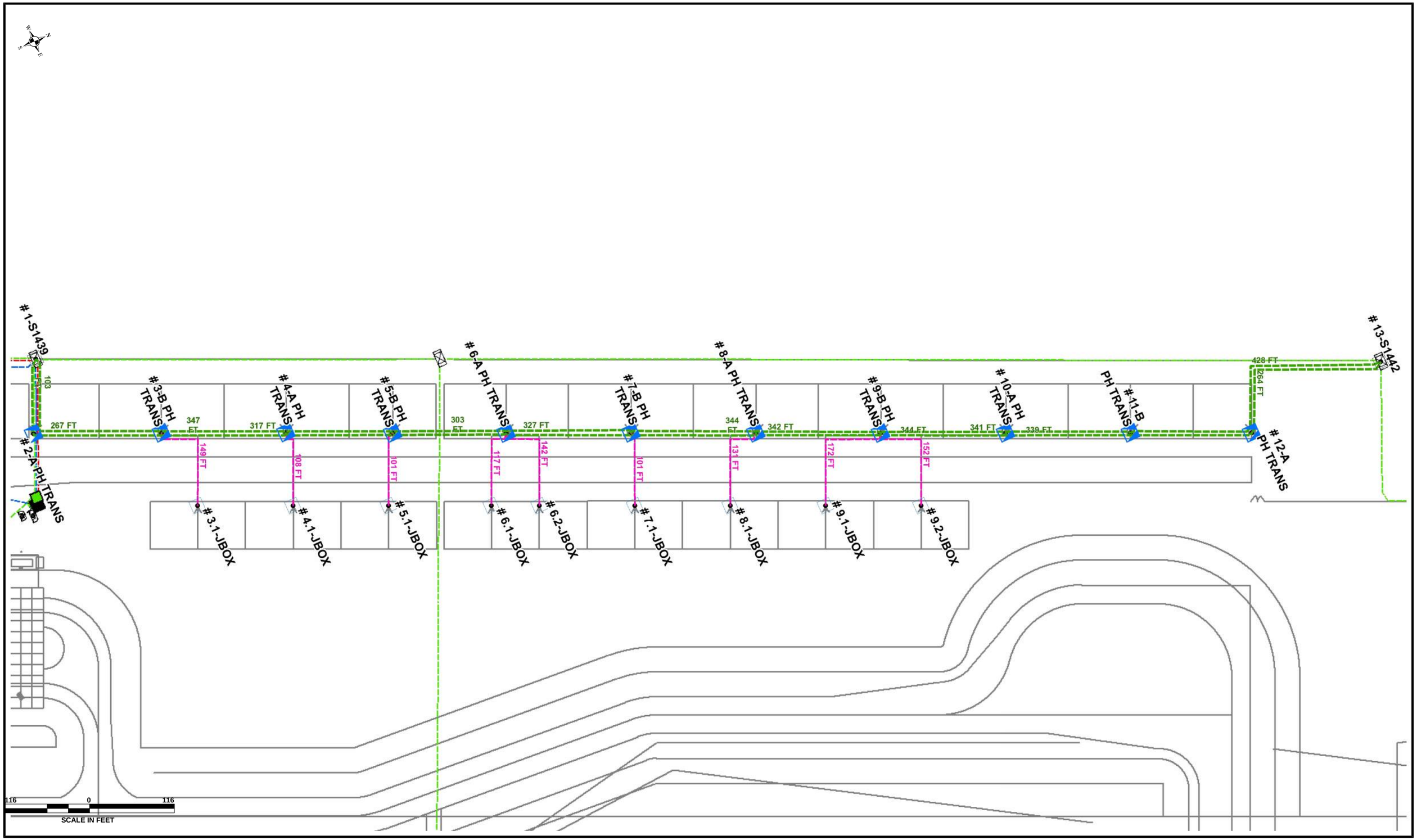
_____

Alicia Carlton, City Assistant Attorney

Reviewed by:

_____

Dustin Warren, Airport Director


#1-S1439
#2-A PH TRANS
#3-B PH TRANS
#4-A PH TRANS
#5-B PH TRANS
#6-A PH TRANS
#7-B PH TRANS
#8-A PH TRANS
#9-B PH TRANS
#10-A PH TRANS
#11-B PH TRANS
#12-A PH TRANS
#13-S1442
#3.1~JBOX
#4.1~JBOX
#5.1~JBOX
#6.1~JBOX
#6.2~JBOX
#7.1~JBOX
#8.1~JBOX
#9.1~JBOX
#9.2~JBOX
103 FT
267 FT
347 FT
317 FT
303 FT
327 FT
344 FT
342 FT
344 FT
341 FT
339 FT
428 FT
264 FT
149 FT
108 FT
101 FT
117 FT
142 FT
101 FT
131 FT
172 FT
152 FT
116
0
116
SCALE IN FEET

Agenda Date: 11/06/2025 **Agenda Item Number:** 3c

Subject:

Consider approval of a Professional Services Agreement (PSA) with The Quotient Group dba QFactor, for advertising services inside the St George Regional Airport Terminal.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4550 S Airport Pkwy

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

This agreement is for the Quotient Group (QFactor) to provide professional services, including the selling of advertising for placement on static and digital displays, wall murals, banners and any other types of displays that City may install for purposes of advertising in various locations.

Staff Narrative (need/purpose):

It is the airport's intention to expand the advertising opportunities to be sold in order to increase revenues at the airport. Q-Factor has extensive experience scaling advertising operations in terminals and intends to begin with providing new opportunities that require little to no investment from the airport. The agreement is structured as a revenue sharing agreement, where the vendor will pay the city an amount equal to 50% of the amount collected from advertisers during the term of the agreement. Using revenue generated by this agreement, the airport will install infrastructure to increase advertising spaces. With the focus of these opportunities being provided to local businesses in baggage claim and potential areas for nationally recognized brands in the boarding area. The airport would reserve some space to provide the city with similar opportunities to advertise city sponsored events and will continue to offer a variety of advertising spaces that range from low to high cost areas. This project should have no impact on the budget because all infrastructure will be paid for by the revenue made.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval

Attachments

PROFESSIONAL SERVICES AGREEMENT
WITH THE QUOTIENT GROUP, LLC

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and The Quotient Group, LLC, a Nevada limited liability company d/b/a Qfactor) with offices at N1374 Tuckaway Court, Greenville, Wisconsin 54942 (hereinafter called "Concessionnaire" or "Consultant").

WITNESSETH THAT:

WHEREAS, City owns and operates the St. George Regional Airport ("Airport") and, as a component of the Airport's operations, the advertising displays.

WHEREAS, Concessionaire is in the business of selling advertising for placement on static and digital displays, wall murals, banners and any other types of displays that City may install for purposes of advertising in various locations.

WHEREAS, City uses different types of displays inside the Airport.

WHEREAS, Concessionaire desires to place advertising on City's displays and walls, and any new displays placed inside of the Airport that allow advertising, and City desires to obtain more advertising throughout the Airport.

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide advertising services and advertising consultation services on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

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

1.3 CONSULTANT certifies that it does not and will not during the performance of this agreement 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 as described in **Exhibit A,** attached hereto and fully incorporated herein by this reference.

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** except as otherwise described in **Exhibit A**.

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 The term of this agreement will be for a three (3) year period with a mutually agreeable option to renew for additional one (1) year periods or as agreed to by the parties in writing, commencing on the "Effective Date" and continuing until terminated as provided in this Agreement.

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

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

of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.**

4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **Exhibit A** and **Exhibit B** attached hereto and fully incorporated herein by this reference**.**

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 OPTIONAL MARKETING SERVICES.**

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 and Exhibit B**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

6.2 CITY may request CONSULTANT to perform optional marketing services as described **in Exhibit B**, and CONSULTANT shall perform such services and will be compensated for such services in accordance with the fee schedule in **Exhibit B**.

6.3 CITY shall not be liable for payment of any optional marketing services, nor shall CONSULTANT be obligated to perform any optional marketing services except upon such written request by CITY.

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

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

representative.

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

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

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

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

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

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

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

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

13. **DOCUMENTS.**

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

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

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

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing

facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

15.1 Either party may terminate this Agreement by providing at least ninety (90) days written notice of termination to the other party, but such notice may occur no sooner than one (1) year after the Effective Date of the initial term.

15.2 Either party may terminate this Agreement by the breach of the other party, which is not cured within thirty (30) days after receiving written notice of such breach.

15.3 Either party may terminate this Agreement as otherwise provided herein.

15.4 Termination will not affect any obligations of either party for conduct occurring on or prior to the effective date of termination.

15.5 Upon early termination pursuant to Section 15.1 above, City will compensate Concessionaire ten percent (10%) of the amounts collected for the displays the remainder of the terms of advertisers' contracts that were executed during the term of this Agreement.

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

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

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

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

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

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permitted 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:	CONSULTANT
City of St. George 175 East 200 North St. Geroge, Utah 84770 Attn: City Attorney Copy: Airport Manager sguadminpro@sgcityutah.gov	The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942 Attn: Kim Sippola

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the

exercise of any other rights and remedies. Each party agrees that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

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

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

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

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

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

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

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

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

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

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

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

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

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

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

CITY OF ST. GEORGE	THE QUOTIENT GROUP, LLC
_____	_____
Michele Randall, Mayor	Kim Sippola, President

Attest

_____
Christina Fernandez, City Recorder

Approved as to form:

_____

Alicia Carlton, Assistant City Attorney

Reviewed by:

_____

Dustin Warren, Airport Manager

EXHIBIT A
SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

1. Concessionaire as Exclusive Representative. Concessionaire shall have the right to serve as the exclusive representative at the Airport for all advertising displays (defined below) inside the Airport terminal and a first right of refusal for all advertising displays not inside the Airport terminal (the "Premises") and to solicit and make contracts in its own name for advertising and to exhibit material to be displayed therein. No other commercial business will be granted the right by City to a for-profit advertising program which would materially or adversely impact Concessionaire's ability to generate revenue for itself and City. The number of spaces available, size of spaces, type of spaces, and their locations shall be selected by the City (the "Displays"), which may be increased or reduced from time to time at the sole discretion of City. The parties agree it is in their mutual best interests to optimize the quality and quantity of Displays subject to the needs and discretion of City.

2. Concessionaire's Duties. Concessionaire will be solely responsible for making all sales presentations, providing media kits, conducting City meetings, preparing proposals, selling, closing and contracting with third parties for sale of the advertising space on the Displays. Concessionaire will use good faith efforts to maximize sales. Concessionaire will utilize qualified and experienced personnel and require all sales to be by written contract. Concessionaire will conduct monthly conference calls with City to ensure proper communication of advertising sales and status, and Concessionaire will meet with City in-person annually at the Airport, unless both parties agree that more or less in-person visits are necessary or unless City requests an additional in-person meeting.

3. City's Duties. City will be solely responsible for the purchase, installation, maintenance and repair of the Displays, which will include but is not limited to the cost and replacement of display screens and mechanisms that assist in holding the Displays. City will be responsible for providing reliable internet connections for all Displays that require internet access to operate.

4. Compensation for Use of Advertising Space on Displays. Concessionaire will compensate City for the use of the advertising space on the Displays as provided in this paragraph. Concessionaire will be solely responsible for negotiating all terms of the contracts with third parties, including price and payment terms. Concessionaire will be solely responsible for collecting all amounts due by third parties under the contracts and will exercise commercially reasonable efforts to collect payment in a timely manner for all amounts due under the contracts. Within thirty (30) days after Concessionaire receives payment on the contracts from an advertiser, Concessionaire will pay City an amount equal to **fifty percent (50%)** of the amount collected from the advertisers during the term of this Agreement. The decision whether to pursue an advertiser for delinquent payments will be made by Concessionaire in its sole reasonable discretion, based upon factors deemed relevant by Concessionaire, including, without limitation, the anticipated expense of collection efforts and the likelihood of collection. Concessionaire will not be responsible for payment to City of any uncollected amounts.

5. Compensation for Optional Marketing Services. City will compensate Consultant in accordance with the fee schedule in **Exhibit B**. Optional Marketing Services include but are not limited to the services in **Exhibit B**. The City reserves the right to contract with other entities for marketing services.

6. Development of Airport by City. The parties covenant and agree that the City reserves the right to further develop or improve the Airport terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of Concessionaire and without interference or hindrance. City will provide Concessionaire with at least thirty (30) days' notice of any such proposed changes to the Airport so that Concessionaire can make adjustments as needed. City will use commercially reasonable efforts to provide Concessionaire with replacement Displays.

7. Review of Artwork and Advertisers. City will have the right to approve the content and may refuse to allow advertising on its Displays if City determines the advertising would be obscene, vulgar, or generally inconsistent with City's business and public image, or any other reason not prohibited by law. Concessionaire will supply City with a list of advertisers and proposed artwork prior to the installation of the advertisement on the Displays. City shall inform concessionaire in writing of City's acceptance or rejection of the advertiser and proposed content including artwork.

8. Vacant Advertising Spaces. When there are vacant or unsold Displays on the Premises ("Vacant Spaces"), Concessionaire will not be required to fill any non-digital Displays with Concessionaire's advertising program promotions or City's marketing materials unless City requests and pays the costs for such materials. Concessionaire may reserve one or more Vacant Spaces, at the sole discretion of the City, which shall not be reasonably withheld, to promote Concessionaire's advertising program. The use of the Vacant Spaces shall be at no cost to Concessionaire. City is responsible for the artwork and production of any Airport marketing materials. Concessionaire will assist City with design of Airport marketing materials upon written request. Both parties acknowledge that during transition of advertisers or advertisements, there will likely be a period where Vacant Spaces exist, to which neither party will be faulted.

9. Relocation During Agreement. In the event City requires the Premises, either whole or in part, for municipal or aviation purposes or finds a more beneficial use, either whole or in part for the Premises, City will have the right to relocate or replace advertising displays, equipment, furniture, and improvements thereto in a substantially similar form at another generally comparable location at the Airport, and will provide Concessionaire with at least thirty (30) days written notice, where practicable, before such relocation or replacement. The cost of such relocation or replacement will be borne by City.

10. Deprivation of Advertising Space. If Concessionaire is deprived of its advertising space in the Airport because the Premises is rendered untenable or unfit for the uses and purposes contained in this Agreement, without fault on the part of Concessionaire, its employees, agents or independent contractors, or if the public is denied normal access to the Airport or any parts of

the Premises containing advertising display of Concessionaire's, for any reason, including but not by way of limitation, a strike affecting a major airline servicing the Airport, the City will allow a proportionate abatement of the payments due hereunder.
If, within ninety (90) days after the Premises have been rendered untenable or unfit as above described or the public has been denied normal access to the Airport and said Premises will not have been repaired or reconstructed, or placed in operation, Concessionaire may give the City written notice of its intention to terminate this Agreement in its entirety as of the date of such damage or destruction or denial of access, without any liability being incurred thereby on the part of Concessionaire or City.

11. Compliance with Regulations. The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

13. Nondiscrimination. The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractor, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 or as amended.

14. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

15. Information and Reports: The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Concessionaire is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

16. Sanctions for Noncompliance: In the event of Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Airport will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

16.1 Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
16.2 Cancelling, terminating, or suspending a contract, in whole or in part.

17. Incorporation of Provisions: The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the Concessionaire may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States. The Airport may, in its sole discretion, accept or decline to enter into said litigation. In any event, Concessionaire and Airport will each be responsible for its own attorneys fees and costs.

18. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and Concessionaires, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

19. Security, Regulations and Compliance with FAR Part 139. Concessionaire agrees to comply at all times with Federal Aviation Regulations (FAR) 139, and to observe all security requirements of Transportation Security Regulations Part 1500, 1520, 1540, and 1542, and the Airport Security Program, applicable parts, as the same may be from time to time amended, as approved by the Transportation Security Administration (TSA), and to take such steps as may be necessary or directed by the City to ensure that sublessees, employees, invitees, and guests observe these requirements.

EXHIBIT B
OPTIONAL MARKETING SERVICES AND FEE SCHEDULE

A. AIRPORT BRAND IDENTITY DEVELOPMENT TO BOLSTER BRAND RECOGNITION, AFFINITY, AND AWARENESS

DELIVERABLES:

- Develop a brand that reflects and is within the City of St. George's brand standards
- Develop a style guide that falls withing the City's branding style guide
- Evaluate existing assets and conduct market research for potential branding redesign
- Deliver graphics and creative assets, including a potential logo redesign in the future

PROJECT PRICING: $18,000

B. DEVELOP AND LAUNCH A COMPREHENSIVE ADVERTISING STRATEGY

DELIVERABLES:

- Create a marketing video that highlights the airport as an economic driver and the proposed expansion plans
- Emphasize the airport's value and the benefits of flying locally to increase utilization and reduce passenger leakage among target audiences
- Showcase key routes and newly introduced services
- Create and execute an annual advertising plan
- Utilize diverse advertising channels to maximize reach and effectiveness

PRICING: Media Buying Service Fee – 16% on top of purchased media price if SGU pays for media directly. 18% fee applies if TQG has to purchase media and charge back cost of media purchases.

C. MAXIMIZE BRAND REACH

DELIVERABLES:

- Engage in media relations through interviews, pitching, and relationship-building with local media
- Develop and potentially deploy a social media strategy
- Engage in regional collaborations to advance public awareness of the airport

HOURLY PRICING: $175/Hr.

D. ON-CALL SERVICES

HOURLY PRICING: $175/Hr.

Agenda Date: 11/06/2025 **Agenda Item Number:** 3d

Subject:

Consider approval of a Professional Service Agreement with Rosenberg Associates for the design of Gap Canyon Parkway - Alienta to Sunbrook.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Gap Canyon Parkway - Alienta to Sunbrook

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

This contract is for the design of Gap Canyon Parkway from Alienta to Sunbrook with Rosenberg Associates in the amount of $107,500. Staff recommends approval.

Staff Narrative (need/purpose):

This contract includes the construction design of Gap Canyon Parkway from Alienta to Sunbrook including, updating base map, drainage study, geotechnical research, and civil construction plans.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $107,500

Amount approved in current FY budget for item: $107,500

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):

Approval

Attachments

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH ROSENBERG ASSOCIATES FOR GAP CANYON PARKWAY DESIGN – ALIENTA TO SUNBROOK

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Rosenberg Associates, with offices at 352 East Riverside Drive A-2, St. George, Utah 84790 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering design services for Gap Canyon Parkway Design – Alienta to Sunbrook on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

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

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

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

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

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

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

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

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

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

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

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

2. **PROJECT SERVICES DESCRIPTION.**

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

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

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

3. **TERM OF AGREEMENT.**

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

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

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

4. **COMPENSATION.**

4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed one hundred seven thousand, five hundred dollars**, $**107,500. Each individual Work Order shall not exceed one hundred seven thousand, five hundred dollars**, $**107,500.

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

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

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

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

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

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

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

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Comprehensive general liability insurance for injuries, including

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

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

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

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

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

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

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

13. **DOCUMENTS.**

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

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

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

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

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

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Rosenberg Associates 352 East Riverside Drive A-2 St. George, Utah 84790
Attention:	City Attorney	Attention:	Jared Bates
Copy:	legal@sgcity.org		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ST. GEORGE	ROSENBERG ASSOCIATES
Michele Randall, Mayor	Jared Bates, Principal Engineer
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Alicia Galvany Carlton, 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: Rosenberg Associates

Address: 352 East Riverside Dr A-2, St. George Utah 435-673-8586

Email: jaredb@racivil.com Phone Number: 435-673-8586

Scope of Services and/or Deliverables by Contractor:

- See Attached
-
-
-

Compensation: City shall pay Contractor the following sum:

- Not to exceed $107,500
-

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

EXHIBIT A
WORK PLAN

CLIENT **City of St. George**
Wes Jenkins
175 East 200 North
St. George, UT 84770

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

PROJECT **10621-25-015**
Gap Canyon Parkway Design – Alienta to Sunbrook
St. George, UT

EFFECTIVE DATE October 27, 2025

WORK PLAN

100 COORDINATION & MEETINGS - CITY OF ST GEORGE PUBLIC WORKS AND DEVELOPMENT SERVICES: Coordinate with Public Works Department and Development Services during design process as required to complete the plan set. Scope includes regular design and coordination meetings throughout all stages of the design process.

120 UPDATE BASE MAP: Perform a field mapping survey to determine project topography and existing site features, including fences, trees, above ground utilities, structures, and adjacent roadway features. Prepare an update to the existing project base map using the field survey and existing available project boundary and topographic information.

240 DRAINAGE STUDY: Research hydrologic conditions of the proposed project and prepare a hydrologic delineation of the watershed impacting the project area. Develop a hydrologic model to estimate peak storm water flow values at key locations within the project study area based on the proposed preliminary design. Evaluate hydraulic improvement options to meet local drainage requirements to include road capacity evaluation, storm drain inlet and pipe sizes, and detention requirements. Make recommendations for evaluated drainage improvement alternatives. Summarize findings and recommended improvements in a written drainage study report.

245 GEOTECHNICAL RESEARCH: Research and analyze historical construction and other disturbances to the project area and review results of testing data and recommendations available. Prepare profile exhibits and cut/fill mapping to determine design constraints.

250 GEOTECHNICAL STUDY: Perform a field investigation consisting of 11-12 excavations with a backhoe to depths on the order of up to 10 feet, or refusal, below the existing site grade. Collect, package, and label representative soil samples from the explorations at selected intervals and return to the laboratory for further testing and evaluation.

Evaluate the nature and engineering properties of the on-site soils and present opinions and recommendations based on the findings of the field and laboratory investigations regarding 1) general surface and subsurface conditions at the site, including depths to groundwater and/or bedrock, if encountered; 2) site preparation and grading, including the suitability of any on-site soils for use as structural fill; 3) roadway pavement sections; and 3) suitable foundation type(s) and depth(s) for crossing structures. Present results, opinions, and recommendations in a written report complete with logs of the explorations, a site plan, and laboratory test results. *Geotechnical services will be performed in accordance with the accompanying General Conditions. Recommendations will be based on the following assumptions:*

- *The conditions encountered in the explorations are representative of the conditions throughout the site;*
- *The Engineer's interpretation of the findings of the field and laboratory investigation programs;*
- *The Engineer's geotechnical experience with similar soil conditions;*
- *Subject to conditions encountered during construction; and*
- *Prepared in accordance with generally accepted professional geotechnical engineering principles and practice.*

Scope to include borings and additional analysis to be provided sub-consultant (AGEC).

260 CIVIL CONSTRUCTION PLANS: Research, evaluate, design, and develop project civil construction plans for the elements listed below. Review completed plans with the Client.

20 Grading and Drainage: Prepare a grading and drainage plan for the project site to show existing and proposed contours, and cross-sections. Correlate design with the drainage study. Determine earthwork quantities.

24 Storm Water Mitigation: Prepare a storm water mitigation plan document and preliminary design plans to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*

30 Plan and Profile: Prepare horizontal and vertical alignment plans for the project street and sewer system to include typical cross sections.

40 Utility: Prepare a project utility construction plan to include water, wastewater, storm water, electrical, natural gas, telephone; and cable. Review plan design with the local utility service providers. *Utility mapping will be based upon information obtained from utility service providers.*

50 Detail Sheets: Prepare project specific details to address unique drainage, utility, and soil constraints.

80 Opinion of Cost: Prepare an engineer's opinion of probable construction costs for the public infrastructure improvements as required by the local governing agency for bonding.

270 CONSTRUCTION CONTRACT DOCUMENTS: Prepare material and construction specifications for the preliminary design plans. Prepare bidding documents and work agreement forms. Compile into a contract bidding package to include with the project general conditions and construction specifications.

360 PLAN REVIEWS: Submit the construction plan package to the City and follow through with the staff review process. *The cost for this work is estimated, assuming one round of reviews with minor corrections, if needed. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate.*

410 PROJECT BID AND CONTRACTOR SELECTION: Assist the City in advertising for and obtaining bids for the project. Receive and process contractor deposits or charges for the bidding documents and maintain a record of prospective bidders. Attend the pre-bid conference and issue addenda to clarify, correct, or change the bidding documents.

Attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating the bids. Assemble the contractor bonding information. *The Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*

The following services are not included in the Work Plan:

- Site landscape or irrigation construction plans. These drawings are to be prepared by a licensed landscape architect and furnished to the Engineer for inclusion in the civil construction plans.
- Construction engineering support or construction contract administration.
- Construction surveying and field staking.
- Final drawing of record.
- Road dedication plat.

COST ESTIMATE

100	**COORDINATION & MEETINGS - CITY OF ST GEORGE PUBLIC WORKS AND DEVELOPMENT SERVICES:**		**$5,000**
120	**UPDATE BASE MAP**		**$4,000**
240	**DRAINAGE STUDY**		**$7,500**
245	**GEOTECHNICAL RESEARCH**		**$6,000**
250	**GEOTECHNICAL STUDY**		**$30,000**
260	**CIVIL CONSTRUCTION PLANS**		**$39,200**
20	Grading and Drainage	$10,000	
24	Storm Water Mitigation	$5,000	
30	Plan and Profile	$12,000	
40	Utility	$7,500	
50	Detail Sheets	$3,500	
80	Opinion of Cost	$1,200	
270	**CONSTRUCTION CONTRACT DOCUMENTS**		**$6,500**
360	**PLAN REVIEWS**	*Invoiced on an hourly basis with an estimated cost of*	**$4,800**
410	**PROJECT BID AND CONTRACTOR SELECTION**		**$4,500**
PROJECT TOTAL			**$107,500**

FEE SCHEDULE

ENGINEERING		
Principal Engineer 2	hour	$215
Principal Engineer 1	hour	$185
Project Engineer 3	hour	$175
Project Engineer 2	hour	$155
Project Engineer 1	hour	$145
Staff Engineer 2	hour	$105
Staff Engineer 1	hour	$75
DESIGN		
Designer 4	hour	$155
Designer 3	hour	$145
Designer 2	hour	$115
Designer 1	hour	$105
Drafter 3	hour	$95
Drafter 2	hour	$85
Drafter 1	hour	$65
TECHNICIAN		
Technician 3	hour	$145
Technician 2	hour	$115
Technician 1	hour	$85

SURVEY		
Land Surveyor 3	hour	$185
Land Surveyor 2	hour	$165
Land Surveyor 1	hour	$135
Survey Crew 1-Man	hour	$135
Survey Crew 2-Man	hour	$185
Survey Crew Drone	hour	$195
OTHER FEES		
Outside Services	invoice + 10%	

Agenda Date: 11/06/2025 **Agenda Item Number:** 3e

Subject:

Consider approval of awarding change order to Bleachers International for additional bleacher engineering, bleacher system (materials), and installation for the Dixie Sunbowl Renovation Project.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Dixie Sunbowl, 150 South 400 East

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

This item is to award a change order to Bleachers International for additional bleacher engineering, bleacher system (materials), and installation for the Dixie Sunbowl Renovation Project in the amount of $1,024,808. The original amount approved by City Council on August 8, 2025 for Bleachers International was $2,321,993. Since the original approval, several bleacher design and layout meetings were held with Bleachers International, Hughes General Contractors (CM/GC on project), and the consulting architect to refine and finalize the bleacher layout in order to provide the best viewing opportunities and comfortable seating for spectators. Another outcome of the meeting was to use bleacher materials for ramps and concourses that would otherwise be constructed of more expensive concrete. The Dixie Sunbowl Renovation Project is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

Staff Narrative (need/purpose):

The purpose of this change order is to provide additional bleacher engineering, materials, and installation to meet the desired goals for the Dixie Sunbowl project. By providing enhanced spectator viewing opportunities and comfortable seating, the Dixie Sunbowl will continue to be an important venue to host a multitude of different events for years to come.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $1,024,808

Amount approved in current FY budget for item: $8,900,000

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

funding source:

Approved

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Approval

Attachments

CHANGE ORDER

Order No. 1
Date. 11/6/2025
Agreement Date. 8/7/2025

Project: Dixie Sunbowl Bleachers
PO No.: 26-00211

CITY: City of St. George

SELLER: Bleachers International

The following changes are hereby made to the CONTRACT DOCUMENTS:

ITEM #1 – Additional Bleacher Engineering, Bleacher System (Materials), and Installation

Justification: Since the original approval, several bleacher design and layout meetings were held with Bleachers International, Hughes General Contractors (CM/GC on project), and the consulting architect to refine and finalize the bleacher layout in order to provide the best viewing opportunities and comfortable seating for spectators. Another outcome of the meeting was to use bleacher materials for ramps and concourses that would otherwise be constructed of more expensive concrete. See attached document titled "Sun Bowl Budget Review". This shows potential cost savings on the grandstand seating and site demolition as actual costs have come in lower than previously budgeted. Though the total savings of using bleacher materials versus concrete has not been calculated, it is expected to see significant savings here as well. The last page of the document is a cost breakdown for the bleacher additions. Parts and materials are expected to be delivered by May 30, 2026, and installation by July 15, 2026.

Total cost increase is $1,024,808.00.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE	**$2,321,993.00**
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	**$2,321,993.00**
The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by	**$1,024,808.00**
The new CONTRACT PRICE including this CHANGE ORDER will be	**$3,346,801.00**

CHANGE TO CONTRACT TIME: The CONTRACT TIME will be (increased) / by 137 calendar days.
The date for completion of all WORK will be July 15, 2026.

APPROVALS:

SELLER: _____

CITY: _____

Sun Bowl Budget Review

10/16/2025

Items	Title	Budgeted	Actural Cost	Delta	Remarks
1	Grandstands Seating	$3,426,100	$3,346,801	($79,299)	The change order for the additional bleacher materail will reduce the amount of new concrete that would have been required (* Concrete bowl seating)
2	Site Demolition	$284,250	$167,700	($116,550)	
3	N/A				
4	N/A				
				($195,849)	**Under Budget Total**

Dixie Sunbowl Budget
Budget Estimate
May 27, 2025
60,416 Square Foot Bowl Arena

Description	Qty	Units	5/27/2025	Remarks
Project Development				
Design & engineering	1	ls	-	
Permits & fee allowance	1	ls		
PROJECT DEVELOPMENT TOTAL			$ -	
Site Development				
* Concrete bowl seating	1	ls	$ 2,568,361	
Earthwork	1	ls	$ 862,850	
#2 Site demolition	1	ls	$ 284,250	
Landscape, fencing, preservation	1	ls	$ 198,892	
SITE DEVELOPMENT TOTAL			$ 3,914,353	
Building Shell				
Construction consumables (GC's)	1	ls	$ 543,300	
Masonry	1	ls	$ 87,984	Restroom building
Structural Steel, Metal Deck, Erection	1	ls	$ 571,382	Under the concrete slab for stadium seating
Woodwork	1	ls	$ 3,284	Restroom building parapet cap
Membrane/Metal Roofing, Caulking	1	ls	$ 251,352	Restroom building and bridge towers
Doors & Frames	1	ls	$ 15,900	Restroom building
Plumbing	1	ls	$ 8,280	Restroom building
Mechanical	1	ls	$ 7,452	Restroom building
Fire protection	1	ls	$ -	Not included
Electrical	1	ls	$ 233,694	Press box, restroom, staging area/livestock pen lighting
BUILDING SHELL TOTAL			$ 1,722,628	
Finishes				
Interior finishes, specialties, furnishings	1	ls	$ 101,167	
FINISHES TOTAL			$ 101,167	
Grandstands & Towers				
#1 Grandstand Seating, Benches, Towers	1	ls	$ 3,426,100	
GRANDSTAND TOTAL			$ 3,426,100	
Sub-total			$ 9,164,248	
Overhead & profit			$ 274,927	
Grand Total			$ 9,439,175	

Notes

Design-Build Fees including Arch/Civil/Survey & Soils Report are not included in the budget estimate.
Floor finish is restroom area is priced as sealed concrete
This budget estimate does not include permits & fees, special inspection and utility connections or impact fees.
Phone/data/security systems are not included
Site furnishes are not included
Builders Risk Insurance is not included
No winter conditions are included
Signage is limited to code required signage for restrooms
Budget assumes Dixie Sunbowl will not have operations during construction.
Budget assumes livestock pen and staging/food truck area will be below a slab on deck with steel beams above the area
No improvements have been accounted for in the existing buildings
Stair towers to have a framed shell exterior with EIFS as surface finish
Steel beams under bleacher area is assumed to be galvanized not painted
No painting is included in this budget restroom building is assumed to be exposed CMU, railings and exposed steel are priced as galvanized

Additional three restroom allowance $880,000

				Increase in Lbs.	
	BASE PROPOSAL CONTRACTED (July 23rd)	**$ 2,321,993**	**cost impact**	**Steel**	**Aluminum**
1	Gradual ramps concourse on the West (aprox 270' by 12')		**$ 204,378**	49,600	20,218
2	Flat Concourse on the East (aprox 270' by 12') with steps		**$ 157,943**	48,300	20,718
3	Changed the Understructure of the West side; now I-beam system		**$ 123,000**	42,880	-
4	Wider span between columns in the Upper East Bowl (24' apart, instead of 18' or 12') resulting in increase steel sizes of girders and columns:		**$ 21,000**	5,760	-
5	More Bench seats + 516 or Plus 7%		**$ 154,800**	5,100	9,288
6	Higher grandstands to clear Truck on East and to gain better sightlines on both East and West		**$ 75,000**	8,085	-
7	More stadium chairs + 25		**$ 5,000**	-	-
8	Higher risers on East & West from 14" to 16"		**$ 32,760**	-	420
9	SE services adding scope - Foundation for the Councorse		**$ 8,000**	-	-
10	More stairs and with more steps (went from 70 step to 180 steps) in all venue		**$ 27,720**	-	1,568
11	Façade on Upper North, West and East (Option not taken for Contract figurewhen it was a 48" elevationand now it is 96")		**$ 135,258**	7,280	26,514
12	Changed the understructure of the Upper North; now an I-beam/leg truss system, before angle frame.		**$ 79,950**	29,744	-
		Total changes	**$ 1,024,808**	196,749	78,726

2,321,993 BASE BID
+ 1,024,808 C.O.
3,346,801 TOTAL

Agenda Date: 11/06/2025 **Agenda Item Number:** 3f

Subject:

Consider approval of a Professional Services Agreement with Rosenberg Associates for the design of George Washington Boulevard from River Road to the proposed George Washington Boulevard Bridge.

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

This item is a professional service agreement with Rosenberg Associates for the design of the George Washington Blvd. from River Road in the amount of $198,500. This agreement provides a comprehensive engineering work plan for the City of St. George, including coordination with city departments, utilities, consultants, and property owners; completion of FEMA and USCOE permitting; updates to base maps and technical studies; and preparation of detailed civil, roadway, and trail construction plans, as well as bid and contract documents. Staff recommends approval.

Staff Narrative (need/purpose):

The purpose of this project is to provide a new roadway connecting River Road to the George Washington Boulevard Bridge, improving local connectivity and access.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $198,500

Amount approved in current FY budget for item: $198,500

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

N/A

Description of funding source:

City Budgeted Funds for George Washington Blvd

Recommendation (Include any conditions):

Approval

Attachments

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH ROSENBERG ASSOCIATES for GEORGE WASHINGTON PARKWAY UPDATE CIVIL DESIGN

This Professional Services Agreement (hereinafter "Agreement") is made and entered into on _____Date___ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Rosenberg Associates, with offices at 352 East Riverside Drive Suite A-2 St. George, Utah 84790 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services for the George Washington Parkwy on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. **ENGAGEMENT OF CONSULTANT.**

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

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

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

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

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

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

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

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

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

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

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

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

2. **PROJECT SERVICES DESCRIPTION.**

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

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

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

3. **TERM OF AGREEMENT.**

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

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

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

4. **COMPENSATION.**

4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in **"Exhibit A"** and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed one hundred ninety-eight thousand, five hundred dollars**, $**198,500.00. Each individual Work Order shall not exceed one hundred ninety-eight thousand, five hundred dollars**, $**198,500.00.

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

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

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

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

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

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

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

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

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

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

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

6. **CHARGES AND EXTRA SERVICE.**

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

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

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

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

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

9. **ACCURACY AND COMPLETENESS.**

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

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

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

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

10. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

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

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

11. **INSURANCE.**

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

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

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

A. The name and address of the insured.

B. CITY shall be named as a Certificate Holder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Comprehensive general liability insurance for injuries, including

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

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

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

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

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

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

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

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

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

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

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

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

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

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

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

13. **DOCUMENTS.**

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

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

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

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

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

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

14. **RECORDS.**

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

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

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Rosenberg Associates 352 East Riverside Drive STE A-2 St. George, Utah 84790
Attention:	City Attorney	Attention:	Jared Bates
Copy:	legal@sgcity.org		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ST. GEORGE	ROSENBERG ASSOCIATES
Michele Randall, Mayor	Jared Bates, Principal Engineer
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Alicia Galvany Carlton, 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: Rosenberg Associates

Address: 352 East Riverside Drive Suite A-2 St. George, UT 84790

Email: jaredb@racivil.com Phone Number: 435-673-8586

Scope of Services and/or Deliverables by Contractor:

- See attached
-
-
-

Compensation: City shall pay Contractor the following sum:

- Not to exceed $198,500.00
-

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

EXHIBIT A
WORK PLAN

CITY **City of St. George**
175 East 200 North
St. George, UT 84770

ENGINEER **Rosenberg Associates**
352 East Riverside Drive, Suite A-2
St. George, UT 84790

PROJECT **11138-25-008**
George Washington Parkway Update Civil Design
St. George, UT

EFFECTIVE DATE August 29, 2025

WORK PLAN

BACKGROUND: Rosenberg Associates (Engineer) will provide land surveying and civil engineering for design of a length of new roadway for the City of St. George (City). The new roadway will complete an unfinished portion of George Washington Parkway and extend from the eastern portion of the proposed, a distance of approximately 5,250 feet eastward to the Boulder Creek Crossing Commercial center, just west of River Road. Previous work performed by the Engineer includes initial alignment determination, FEMA floodplain research and mapping, and environmental permitting.

The following Work Plan includes estimated work tasks to complete the remaining roadway design, tie into the designed bridge crossing structure and tie into the existing street improvements at Boulder Creek Crossing on the east end. The road cross-section design is anticipated to be 83 feet from back-of-sidewalk to back-of-sidewalk, plus an additional width to accommodate a 10-foot-wide bicycle/pedestrian trail. The existing bicycle/pedestrian trail will be relocated as part of this design to avoid conflicts with the new roadway. The roadway design is anticipated to include an additional crossing to accommodate the bicycle/pedestrian trail.

100 COORDINATION & MEETINGS - CITY OF ST GEORGE PUBLIC WORKS: Coordinate with Public Works Department during design process as required to complete the plan set. Scope includes regular design and coordination meetings throughout all stages of the design process.

101 COORDINATION & MEETINGS - CITY OF ST GEORGE PARKS: Coordinate with Parks Department during design process as required to complete the plan set. Scope includes regular design and coordination meetings to address items specific to trails and crossings under the purview of the parks department.

102 COORDINATION & MEETINGS - BRIDGE CONSULTANT: Coordinate with Bridge Consultant during design process as required to complete the plan set. Scope includes regular design and coordination meetings to address items specific to the bridge crossing and right of way.

103 COORDINATION & MEETINGS - UTILTITES: Coordinate with Dixie Power and St. George City Utility departments during design process as required to complete the plan set. Scope includes regular design and coordination meetings to address items under the purview of the utility providers.

104 COORDINATION & MEETINGS – PROPERTY OWNERS: Coordinate with adjacent property owners under the direction of the City during design process as required to complete the plan set. Scope includes occasional meetings with property owners as deemed necessary by the City.

105 FINALIZE FEMA LOMR AND REDLINES: Address final FEMA redlines to complete LOMR process. Scope anticipates reopening LOMR case, submitting final environmental documents once received for the USCOE, and sending out final notification letter to property owners. Scope assumes all other modeling and mapping items have been completed.

106 FINALIZE USCOE PERMITTING: Address remaining comments from US Fish and Wildlife and UCSOE to receive permit documents for bridge and roadway.

120 UPDATE BASE MAP AND RIGHT OF WAY & BOUNDARY: Perform a field mapping survey and drone survey to determine project topography and site features in areas disturbed since the original mapping was prepared. Update the project base map to include the new surveyed information. Update right of way and boundary linework and information for areas adjacent to project based on current data. Scope includes addressing this item for properties east and west of the proposed bridge as required and coordination with the Bridge consultant.

140 DEVELOP ROADWAY CROSS SECTION, GEOMETRY, AND ROADWAY ACCESS: Work with stake holders to develop final roadway alignment, horizontal geometry, lane configurations, access points and other roadway features. Scope assumes iterative process and coordination meetings and progress exhibits.

240 DRAINAGE STUDY: Research hydrologic conditions of the proposed project and prepare a hydrologic delineation of the watershed impacting the project area. Develop a hydrologic model to estimate peak storm water flow values at key locations within the project study area based on the proposed preliminary design. Evaluate hydraulic improvement options to meet local drainage requirements to include road capacity evaluation, storm drain inlet and pipe sizes, and detention requirements, if needed. Make recommendations for evaluated drainage improvement alternatives. Summarize findings and recommended improvements in a written drainage study report.

250 GEOTECHNICAL STUDY: Conduct a site reconnaissance to evaluate the existing project geotechnical conditions. Perform a field investigation consisting of exploratory excavations with a backhoe to depths on the order of up to 10 feet, or refusal, below existing site grade. Collect, package, and label representative soil samples from the explorations at selected intervals.

Evaluate the nature and engineering properties of the on-site soils and present opinions and recommendations based on the findings of the field and laboratory investigations regarding 1) general surface and subsurface conditions at the site, including depths to groundwater and/or bedrock, if encountered; 2) site preparation and grading, including the suitability of any on-site soils for use as structural fill; and 3) roadway pavement section. Present results, opinions, and recommendations in a written report complete with logs of the explorations, a site plan, and laboratory test results.

255 UPDATE EROSION HAZARD STUDY: Update erosion hazard study and final design as necessary to accommodate final roadway design and stakeholder input.

260 ROADWAY CONSTRUCTION PLANS: Research, evaluate, design, and develop civil construction plans for the elements listed below. Review completed plans with the Client.

20 Grading and Drainage: Prepare a grading and drainage plan for the project site to show existing and proposed contours. Correlate design with the drainage study. Determine earthwork quantities.

24 Erosion Control Plan: Prepare a storm water mitigation plan document and preliminary design plans to illustrate the methods and procedures proposed to control and eliminate storm water pollution sources during construction. *Work excludes the preparation of a Storm Water Pollution Prevention Plan (SWPPP), which will be the responsibility of the construction contractor.*

30 Plan and Profile: Prepare horizontal and vertical alignment plans for the project street, and sewer system to include typical cross sections, construction notes, and details.

35 Roadway Stormdrain Design: Prepare final storm drain design based on drainage study and roadway plans.

40 Utility: Prepare a project utility construction plan to include water, wastewater, storm water, electrical, natural gas, telephone; and cable. Review plan design with the local utility service providers. *Utility mapping will be based upon information obtained from utility service providers.*

50 Striping and Signage Plan: Work with Public Works Department to develop signing and striping plan and include in plan set.

80 Opinion of Cost: Prepare an engineer's opinion of probable construction costs for the public infrastructure improvements as required by the local governing agency for bonding.

261 LID & DETENTION FACILITIES DESIGN: Prepare storm water quality report and prepare drainage design to address Low Impact Development.

262 FINAL EROSION PROTECTION CONSTRUCTION PLANS: Prepare final erosion protection design based updated study and roadway plans. Scope included final alignment, plan and profile of erosion protection with elevations, and details.

263 TRAIL CROSSING CONSTRUCTION PLANS: Perform structural design and prepare drawings for the proposed crossings under the roadway for bicycle/pedestrian access on the west end. *Cost assumes reinforced concrete "box culvert" design to include main culvert structure, headwalls, and wingwalls for retaining the roadway slopes.*

264 TRAIL CONSTRUCTION PLANS: Prepare final trail design based on stakeholder input and roadway plans. Scope included final alignment, plan and profile with elevations, and details.

270 CONSTRUCTION CONTRACT DOCUMENTS: Prepare material and construction specifications for the design plans. Prepare bidding documents and work agreement forms. Compile into a contract bidding package to include with the project general conditions and construction specifications.

360 PLAN REVIEWS: Assemble the project construction package to consist of the project construction plans, opinion of construction cost, and contract documents. Submit the package to the City and follow through with the review process. *The cost for this work is estimated, and work will be invoiced based on the Engineer's hourly rate.*

380 ROAD DEDICATION PLAT: Prepare the road dedication plat in accordance with applicable ordinances and regulations. Submit the completed plat to the City for review and comment.

390 PLAT REVIEWS: Submit the plat to the City and follow through with the review process. *The cost for this work is estimated, and work will be invoiced based on the Engineer's hourly rate.*

410 PROJECT BID AND CONTRACTOR SELECTION: Assist the Client in advertising for and obtaining bids for the project. Attend the pre-bid conference and issue addenda to clarify, correct, or change the bidding documents. Attend the bid opening, prepare bid tabulation sheets, and assist the Client in evaluating the bids. Consult with the Client as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed in the bid documents. Assemble the contractor bonding information. *The Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.*

The following services are not included in the Work Plan:

- Traffic signal design.
- Site landscape or irrigation construction plans. These drawings are to be prepared by a licensed landscape architect and furnished to the Engineer for inclusion in the civil construction plans.
- Site photometric plans. These drawings are to be prepared by a licensed building architect and furnished to the Engineer for inclusion in the civil construction plans.
- Construction engineering support or construction contract administration.
- Construction surveying and field staking.
- Survey monuments.
- Final drawing of record.

COST ESTIMATE

100	**COORDINATION & MEETINGS - CITY OF ST GEORGE PUBLIC WORKS**		**$10,000**
101	**COORDIANTION & MEETINGS - CITY OF ST GEORGE PARKS**		**$8,500**
102	**COORDINATION & MEETINGS - BRIDGE CONSULTANT**		**$5,000**
103	**COORDINATION & MEETINGS - UTILITIES**		**$4,000**
104	**COORDINATION & MEETINGS - PROPERTY OWNERS**		**$7,500**
105	**FINALIZE FEMA LOMR AND REDLINES**		**$8,500**
106	**FINALIZE USCOE PERMITTING**		**$6,500**
120	**UPDATE BASE MAP AND RIGHT OF WAY BOUNDARY**		**$7,500**
140	**DEVELOP ROADWAY CROSS SECTION, GEOMETRY, AND ROADWAY ACCESS**		**$10,000**
240	**DRAINAGE STUDY**		**$5,500**
250	**GEOTECHNICAL STUDY**		**$18,000**
255	**UPDATE EROSION HAZARD STUDY**		**$7,500**
260	**CIVIL CONSTRUCTION PLANS**		**$45,500**
20	Grading and Drainage	$10,000	
24	Erosion Control Plan	$3,500	
30	Plan and Profile	$11,000	
35	Roadway Stormdrain Design	$5,000	
40	Utility	$10,000	
50	Striping and Signage Plan	$4,500	
80	Opinion of Cost	$1,500	
261	**LID & DETENTION FACILITIES DESIGN**		**$5,000**
262	**FINAL EROSION PROTECTION CONSTRUCTION PLANS**		**$5,000**
263	**TRAIL CROSSING CONSTRUCTION PLANS**		**$12,000**
264	**TRAIL CONSTRUCTION PLANS**		**$7,500**

270	**CONSTRUCTION CONTRACT DOCUMENTS**		**$7,000**
360	**PLAN REVIEWS**	*Invoiced on an hourly basis with an estimated cost of*	**$3,500**
380	**ROAD DEDICATION PLAT**		**$7,500**
390	**PLAT REVIEWS**	*Invoiced on an hourly basis with an estimated cost of*	**$2,000**
410	**PROJECT BID AND CONTRACTOR SELECTION**		**$5,000**
PROJECT TOTAL			**$198,500**

FEE SCHEDULE

ENGINEERING		
Principal Engineer 2	hour	$215
Principal Engineer 1	hour	$185
Project Engineer 3	hour	$175
Project Engineer 2	hour	$155
Project Engineer 1	hour	$145
Staff Engineer 2	hour	$105
Staff Engineer 1	hour	$75
DESIGN		
Designer 4	hour	$155
Designer 3	hour	$145
Designer 2	hour	$115
Designer 1	hour	$105
Drafter 3	hour	$95
Drafter 2	hour	$85
Drafter 1	hour	$65
TECHNICIAN		
Technician 3	hour	$145
Technician 2	hour	$115
Technician 1	hour	$85
SURVEY		
Land Surveyor 3	hour	$185
Land Surveyor 2	hour	$165
Land Surveyor 1	hour	$135
Survey Crew 1-Man	hour	$135
Survey Crew 2-Man	hour	$185
Survey Crew Drone	hour	$195
OTHER FEES		
Outside Services	invoice + 10%	

Agenda Date: 11/06/2025 **Agenda Item Number:** 3g

Subject:

Consider approval to continue sponsorship of the annual Festival de Juan Event, organized by Canyon Media/Juan 106 FM on December 6, 2025 at Vernon Worthen Park.

Item at-a-glance:

Staff Contact: Angie Jessop

Applicant Name: Suleyma Plancarte

Reference Number: N/A

Address/Location:

300 S 400 E

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

This event started in 2017. The sponsorship includes: 1) Fee waiver for the Special Event application fee; 2) Fee waiver for sublicense fees; 3)Fee waiver for Park reservation fee; 4) Fee Waiver for Encroachment Fee for street closure of 300 South Street; 5) Setup of additional stage at Vernon Worthen Park; 6)Booth for St George Police Department to interact with community members; 7)Provide and set up 20 picnic tables near food area; 8) Provide and setup trash cans and liners throughout festival; 9) Provide City Fire Truck for display, if truck and crew are available.

Staff Narrative (need/purpose):

This annual festival highlights all Mexican/Hispanic/Latin cultures to be enjoyed by our entire community.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval of this sponsorship request.

Attachments

Dear City Officials,

On behalf of Juan106FM and our partners, we are excited to present our upcoming community event, which will bring together families and residents of Southern Utah for a day filled with music, culture, and community spirit.

The event will include:

- Live Music Band
- Dancing
- Activities
- Food & Vendor Booths
- Canyon Media will provide:
- 4 Extra Lights
- 2 Dumpsters
- Sound System
- 4 Hand Sanitation Units
- 6 Toilets

To make this event successful and accessible for the community, we respectfully request the City's sponsorship and support in the following areas:

- Waive Special Event Permit Fee
- Waive Sub License Fee and Park Reservation Fee
- Closure of 300 South Street
- A Booth for St.George Police Department to interact with community members
- Provide and Set Up Stage (24x20)
- Provide and Set Up 20 Picnic Tables Near Food Area
- Provide and Set Up Trash Cans with Liners Throughout Festival
- Provide City Fire Truck for Display

Note: Festival sound team will hang lights on the stage prior to the stage being raised.
We greatly appreciate the City's continued support in making community events like this possible. Together, we can provide a safe, enjoyable, and memorable experience for families and visitors.

Thank you for your time and consideration. We look forward to your positive response.
Sincerely,
Suleyma Plancarte
Juan106FM Radio DJ @ Canyon Media
435-772-1344
suleyma@canyonmedia.net

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 9, 2025, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:
Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:
City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Government Affairs Director Shawn Guzman
Community Development Director Carol Winner
Deputy City Attorney Jami Brackin
Economic Development Director Chad Thomas
Communications and Marketing Director David Cordero
Airport Director Dustin Warren
Airport Operations Specialist Jen Jensen
Finance Director Tiffany LaJoice

OTHERS PRESENT:
Maria O'Mara with KUER
County Commissioner Gil Almquist
Kim Sippola with The Quotient Group Aviation Marketing
Morgan Lesperance with The Quotient Group Aviation Marketing

CALL TO ORDER:
Mayor Randall called the meeting to order and welcomed all in attendance.

Link to call to order: 00:00:00 [Recording 1]

UPDATE FROM THE KUER BOARD:
Link to introduction from City Manager John Willis and presentation from Maria O'Mara from KUER, including discussion between Mayor Randall, the City Council, Government Affairs Director Shawn Guzman, and Ms. O'Mara: 00:00:10 [Recording 1]

DISCUSSION REGARDING CONVENTION CENTER PARKING:
Link to introduction from City Manager John Willis and presentation from Community Development Director Carol Winner, including discussion between County Commissioner Gil Almquist, the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, Dixie Center Director Jared Stevens, and Ms. Winner: 00:10:32 [Recording 1]

Agenda Packet [Page 2]

DRAFT

DISCUSSION REGARDING SGU TERMINAL MARKETING AGREEMENT:

Link to introduction from City Manager John Willis and presentation from Economic Development Director Chad Thomas, including discussion between the City Council, Communications and Marketing Director David Cordero, Airport Director Dustin Warren, Kim Sippola the Quotient Group Aviation Marketing, City Manager John Willis, Assistant City Manager Robert Myers, Mayor Randall, Airport Operations Specialist Jen Jensen, and Mr. Thomas: 00:27:55 [Recording 1]

Agenda Packet [Page 6]

DISCUSSION REGARDING ALLEY SETBACKS:

Link to introduction from City Manager John Willis and presentation from Community Development Director Carol Winner, including discussion between the City Council, City Manager John Willis, and Ms. Winner: 00:42:43 [Recording 1]

Agenda Packet [Page 12]

DISCUSSION REGARDING EMPLOYEE SURVEY RESULTS:

Link to introduction from City Manager John Willis and presentation from Economic Development Director Chad Thomas, including discussion between the City Council, City Manager John Willis, and Mr. Thomas: 00:52:50 [Recording 1]

Agenda Packet [Page 26]

ADJOURN AND RECONVENE INTO A REGULAR MEETING OF THE CITY COUNCIL:

Link to motion: 01:06:02 [Recording 1]

MOTION:

A motion was made by Councilmember Tanner to adjourn to a regular meeting of the City Council.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

DISCUSSION REGARDING WCWCD WATER SHORTAGE PLAN, WATER CONSERVATION PLAN, AND OTHER WATER RELATED ITEMS:

Link to presentation from Water Services Director Scott Taylor, including discussion between City Manager John Willis, the City Council, Mayor Randall, Assistant City Manager Robert Myers, Finance Director Tiffany LaJoice, and Mr. Taylor: 00:00:00 [Recording 2]

Agenda Packet [Page 50]

DRAFT

ADJOURN TO A CLOSED MEETING:

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

Link to motion: 00:46:16 [Recording 2]

MOTION:

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

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

The meeting adjourned following the closed meeting.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 9, 2025, 5:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:
Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner

EXCUSED:
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:
City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Airport Director Dustin Warren
Energy Services Director Bryan Dial
Community Development Director Carol Winner
Planner Dan Boles

OTHERS PRESENT:
Jesse Kramer and Milo Waddouops

CALL TO ORDER:
Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Slade Hughes and The Pledge of Allegiance to the Flag was led by Councilmember Larsen.

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

MAYOR'S RECOGNITIONS AND UPDATES:
Read a proclamation proclaiming October 9, 2025 as White Cane Awareness Day.

Link to Mayor Randall reading a proclamation proclaiming October 9, 2025 as White Cane Awareness Day; the proclamation was accepted by Jesse Kramer and Milo Waddoups: 00:03:13

Agenda Packet [Page 4]

CONSENT CALENDAR:
a. Consider approval to award bid to Instrument Transformer Equipment Corp (ITEC) for transformers to be used in Santa Clara metering interconnection at Canyon View substation.

BACKGROUND and RECOMMENDATION: This is part of an ongoing transmission project for the area that will provide for Santa Clara to backfeed to the 69kV system out of Green Valley. Staff recommends approval.

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b. Consider approval of the First Amendment to Task Order #5 dated September 8, 2025 to the Master PSA - Add Schedule II (Non-Federal) - West General Aviation Taxi lane Utility Work Scope.

BACKGROUND and RECOMMENDATION: This project shall consist of installing utilities for Schedule II (Non-Federal) of the West GA Taxilane project being completed as part of AIP-054, FAA AIG grant. The utilities will include water, sewer, and power. The utilities are required for future hangars along the new taxi lane. Staff recommends approval.

Link to presentation from City Manager John Willis: 00:17:18

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Link to motion: 00:17:32

MOTION:
A motion was made by Councilmember Tanner to approve the consent calendar.

SECOND:
The motion was seconded by Councilmember Larsen.

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

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

The vote was unanimous and the motion carried.

PASSENGER FACILITY CHARGE APPLICATION/RESOLUTION:
Consider approval of Resolution No. 2025-022R authorizing the Airport Director to submit to the FAA, a new Passenger Facility Charge (PFC) Application (Application #9) and an amendment to the current application (Application #8).

BACKGROUND and RECOMMENDATION: A PFC is authorized by Federal Law, and this user fee is imposed only on eligible enplaned passengers utilizing airports. The St George Regional Airport implemented its PFC Program in 1998 to provide funding for approved capital projects. The current application will be fully collected by January 1, 2026, and the submission of a new application is necessary for the continuation of a PFC charge in the amount of $4.50 to accomplish capital projects designed to preserve and enhance capacity, safety, and security of the airport. Additionally, the previously approved PFC Approved Application #8 requires an amendment to reconcile the final costs, funding sources and PFC authority of the projects included in the application. A public notice was posted to the City of St George website on 8/7/25 for public comment. The air carriers were notified via certified mail on 8/7/25 for comment. No comments were received.

DRAFT

Link to introduction from City Manager John Willis and presentation from Airport Director Dustin Warren, including discussion between City Manager John Willis, the City Council, and Mr. Warren: 00:17:42

Agenda Packet [Page 25]

Link to motion: 00:19:15

MOTION:

A motion was made by Councilmember Larsen approving Resolution No. 2025-022R authorizing the Airport Director to submit to the FAA, a new Passenger Facility Charge (PFC) Application (Application #9) and an amendment to the current application (Application #8).

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

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

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

The vote was unanimous and the motion carried.

FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE/RESOLUTION:

Consider approval of Resolution No. 2025-023R authorizing the Fremont Solar PPA Project Transaction Schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems; and related matters.

BACKGROUND and RECOMMENDATION: The Power Purchase Agreement (PPA) is between Fremont Solar, LLC and UAMPS. St. George will have an entitlement share of 10.5051%. Staff recommends approval.

Link to introduction from City Manager John Willis and presentation from Energy Services Director Byran Dial, including discussion between the City Council and Mr. Dial: 00:19:42

Agenda Packet [Page 35]

Link to motion: 00:21:40

MOTION:

A motion was made by Councilmember Hughes to approve Resolution No. 2025-023R authorizing the Fremont Solar PPA Project Transaction Schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems.

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SECOND:
The motion was seconded by Councilmember Larkin
VOTE:
Mayor Randall called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT/ORDINANCE:
Consider approval of Ordinance No. 2025-078 amending the Desert Color Planned Development Commercial zone on approximately 3.12 acres located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive. (Case No. 2025-PDA-023 - Fabulous Freddy's)

BACKGROUND and RECOMMENDATION: The proposal is for a car wash, gas station/convenience store. The underlying general plan is PD (Planned Development). At their meeting held on September 9, 2025, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 6-0; there were no comments.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, and Mr. Boles: 00:22:10

Link to motion: 00:28:50

Agenda Packet [Page 42]

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2025-078 amending the Desert Color Planned Development Commercial zone on approximately 3.12 acres located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive, removing the conditions from the Planning Commission.
SECOND:
The motion was seconded by Councilmember Larkin.
VOTE:
Mayor Randall called for a roll call vote, as follows:

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

The vote was unanimous and the motion carried.

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AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of Ordinance No. 2025-079 amending the Boulder Creek Crossing Planned Development Commercial zone on approximately 14.3 acres located at the west side of River Road between 1300 and 1600 South in order to modify the previously approved sign plan. (Case No. 2025-PDA-022 -Boulder Creek Crossing Master Sign Plan)

BACKGROUND and RECOMMENDATION: The proposal is for an amendment to the master sign plan for the Boulder Creek Crossing Development. The underlying general plan is COM (Commercial). At their meeting held on September 9, 2025, the Planning Commission held a public hearing, and recommended approval with conditions and with a vote of 4-2; there were three comments from the public.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between Mayor Randall, applicant Travis Sheffield, the City Council, City Manager John Willis, Assistant Public Works Director Wes Jenkins, and Mr. Boles: 00:29:35

Link to motion: 00:40:01

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MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2025-079 amending the Boulder Creek Crossing Planned Development Commercial zone on approximately 14.3 acres located at the west side of River Road between 1300 and 1600 South in order to modify the previously approved sign plan, all signs do not exceed 15'.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

Councilmember Hughes – nay
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – absent

The motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of Ordinance No. 2025-080 amending the Paseo Planned Development Commercial zone on approximately 5.22 acres located east of 3000 East Street and south of Merrill Road in order to modify the approved movie theater building. (Case No. 2025-PDA-027 - Paseo Megaplex)

BACKGROUND and RECOMMENDATION: In 2024, the City Council approved the zoning along with general site layout and building elevations for the Paseo. One of the buildings was slated to be a movie theater. After officially getting the Larry H.

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Miller Company on board, more detailed elevations and renderings were produced prompting the need for an amendment to the PD. Planning Commission held a public hearing on September 23, 2025, and recommended approval of the application as proposed with a 7-0 vote, without any further conditions.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, City Manager John Willis, applicant Lance Hardy, and Mr. Boles: 00:40:54

Link to motion: 00:47:28

Agenda Packet [Page 99]

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2025-080 amending the Paseo Planned Development Commercial zone on approximately 5.22 acres located east of 3000 East Street and south of Merrill Road in order to modify the approved movie theater building, with following the City's existing code on the signage.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

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

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

The vote was unanimous and the motion carried.

AMEND CITY CODE/ORDINANCE:

Consider approval of Ordinance No. 2025-081 amending portions of Title 9 of City Code as it relates to animated signs.

BACKGROUND and RECOMMENDATION: Staff received an application from YESCO LLC requesting a Zoning Regulation Amendment to revise the standards for animated signs standards in section 9-13-4 of the City Code. Staff has faced challenges regarding this section of code and has worked with the applicant on a revision that will be favorable to both parties. At their meeting held on September 9, 2025, the Planning Commission held a public hearing and recommended approval with a 5-0 vote.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between City Attorney Ryan Dooley, City Manager John Willis, the City Council, Ryan Cane with YESCO, and Ms. Winner: 00:48:05

Link to motion: 01:14:29

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Agenda Packet [Page 122]

MOTION:
A motion was made by Councilmember Larsen to continue the item.
SECOND:
The motion was seconded by Councilmember Larkin.
VOTE:
Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
Link to reports from Mayor, Councilmembers, and City Manager: 01:15:26

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: 01:16:13

MOTION:
A motion was made by Councilmember Tanner to adjourn.
SECOND:
The motion was seconded by Councilmember Larsen.
VOTE:
Mayor Randall called for a vote, as follows:

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

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 16, 2025, 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant City Manager Robert Myers
Water Services Director Scott Taylor
Assistant Public Works Director Wes Jenkins
Planner Brenda Hatch
Planner Dan Boles
Community Development Director Carol Winner

OTHERS PRESENT:

Members of the Washington County Youth Coalition
Members of the Dixie Elks Lodge
Brennan Dougherty with Southwest Forensic Nursing & Healthcare
Representatives from the Dove Center

CALL TO ORDER:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Major Bob Schmig with the Salvation Army 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 AND UPDATES:

Read a proclamation proclaiming 2025-2026 as an Alcohol Free School Year.

Link to Mayor Randall reading a proclamation proclaiming 2025-2026 as an Alcohol Free School Year; the proclamation was accepted by members of the Washington County Youth Coalition: 00:01:44

Agenda Packet [Page 8]

Read a proclamation proclaiming October 23 – 31, 2025 as Red Ribbon Week.

Link to Councilmember Kemp reading a proclamation proclaiming 2025-2026 as an October 23 – 31, 2025 as Red Ribbon Week; the proclamation was accepted by members of the Dixie Elks Lodge: 00:08:19

Agenda Packet [Page 9]

DRAFT

Read a proclamation proclaiming November 8, 2025 as Forensic Nurses Day.

Link to Councilmember Tanner reading a proclamation proclaiming November 8, 2025 as Forensic Nurses Day; the proclamation was accepted by Brennan Dougherty: 00:11:03

Agenda Packet [Page 10]

Read a proclamation proclaiming October as Domestic Violence Awareness Month.

Link to Councilmember Larkin reading a proclamation proclaiming October as Domestic Violence Awareness Month; the proclamation was accepted by representatives from the Dove Center: 00:14:56

Agenda Packet [Page 11]

CONSENT CALENDAR:

a. Consider approval of the purchase of a John Deere 160P Excavator for the Water Services Department.

BACKGROUND and RECOMMENDATION: This item is for the purchase of the John Deere excavator from RDO Equipment Company in the amount of $234,500 through a cooperative contract with Sourcewell. This purchase replaces an existing unit in the fleet that has reached the end of its useful life. This item was included in the FY 2026 budget for replacement.

b. Consider approval of the purchase of 2020 Freightliner 114 SD Manitex Crane for Energy Services.

BACKGROUND and RECOMMENDATION: This item is to purchase a 2020 Freightliner 114 SD Manitex Crane from Crane Monsters Corporation in the total amount of $310,000. This purchase replaces the existing crane within the city's fleet which has reached the end of life. This item was included in the FY 2026 budget. Staff recommends approval.

c. Consider approval of a contract with Patriot Construction for the Construction of the Industrial Water Tank.

BACKGROUND and RECOMMENDATION: The existing Industrial Tank has been in operation for many decades. The tank was constructed as an earthen reservoir with a Hypalon liner and concrete lid. The tank has liner has failed and been repaired in the past, and the concrete lid lacks structural integrity. The Industrial Tank will be replaced with a reinforced concrete tank of similar size. Six bids were received for the Tank Replacement Project with the low bid from Patriot Construction. Bid amounts ranged from $2.5 to $3.2 Million. Staff recommends approval of the contract in the amount of $2,505,464.29.

d. Consider approval to award bid to Interstate Rock Products, Inc. for the Desert Color New Costco (SR-7) Traffic Signal.

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BACKGROUND and RECOMMENDATION: This project is for the installation of a traffic signal at the intersection of SR-7 (Costco) and Desert Color Parkway. This traffic signal project was a formal bid and two bids were received. The low bid was received from Interstate Rock Products. The bid alternate is included in the project cost to repave the entire intersection. Staff recommends awarding the bid to Interstate Rock Products, Inc in the amount of $405,460.75.

e. Consider approval to award bid to Signature Striping Solutions, Inc. for the FY 2026 Crack Seal Project.

BACKGROUND and RECOMMENDATION: This item is to award a bid for the FY 2026 crack seal project for the maintenance of city streets. A total of seven (7) bids were received; the low bid was from Signature Striping Solutions in the amount of $433,600. Staff recommends awarding the bid to Signature Striping Solutions in the amount of $433,600.

f. Consider approval to award bid to Suncore Construction and Materials, Inc. for construction of the SR-7 Active Transportation Path.

BACKGROUND and RECOMMENDATION: This item is to award a bid to construct six miles of a 12-foot-wide multi-use trail along SR-7 in St. George and Hurricane. Formal bids were requested and the City received eight bids. The low bid was received from Suncore Construction and Materials, Inc. in the total amount of $8,090,155.00 which includes the Base Bid and all five additive alternates. This item was included in the FY 2026 budget, FY 2026 business plan, the city's park & trail master plan and active transportation plan. Funding for the project is split between UDOT (80%) and the City of St. George (20% for STG segment) and the City of Hurricane (20% for Hurricane segment). Staff recommends approval.

g. Consider approval to award Guaranteed Maximum Price (GMP) Amendment #1 to Hughes General Contractors for demolition and supervision fee for bleacher subcontractor management of the Dixie Sunbowl Renovation Project.

BACKGROUND and RECOMMENDATION: This item is to award GMP Amendment #1 for demolition and supervision fee for bleacher subcontractor management of the Dixie Sunbowl Renovation Project to Hughes General Contractors (CM/GC contractor for the project) in the amount of $422,924.00. This GMP Amendment #1 is for Hughes to oversee the work performed by Sage Demolition, perform necessary work to accommodate the demolition, and supervision fee for Bleachers International. Also included in GMP Amendment #1 is Hughes' first month of General Conditions costs in the amount of $45,275.00. Staff recommends awarding the bid to Hughes General Contractors in the amount of $422,924.

h. Consider approval to award a change order to Civil Science Infrastructure, Inc. for additional professional services for the Thunder Junction Phase 2 project.

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BACKGROUND and RECOMMENDATION: This item is to award a change order to Civil Science Infrastructure, Inc. for additional professional services for the Thunder Junction Phase 2 project in the amount of $196,300. This change order included additional design work to support the expanded scope of Thunder Junction Phase 2 including civil engineering design, landscape architecture design, coordination with suppliers and manufacturers, architectural design, structural engineering design, site electrical/M&P/fire protection, and additional project coordination/meetings. This project was included in the 2023 Trails, Parks & Recreation General Obligation Bond (GO Bond) and is included in the FY 2026 Budget and Business Plan. Staff recommends approval of the change order in the amount of $196,300.

i. Consider approval of an Independent Contractor Agreement with InfoWest to provide fiberoptic connectivity to five (5) traffic signals.

BACKGROUND and RECOMMENDATION: The City of St. George and UDOT partner with local fiberoptic communication companies to provide connectivity to traffic signals. This project will provide better and more reliable communication to several traffic signal locations throughout the city. Staff recommends approval of the agreement in the amount of $127,145.

j. Consider approval of a Professional Services Agreement with Rosenberg Associates for the design of a culvert crossing on Halfway Wash at 540 North Dixie Drive.

BACKGROUND and RECOMMENDATION: This item is to consider award of a professional service agreement with Rosenburg for the design of a culvert crossing on Halfway Wash at 540 North Dixie Drive. The existing culverts at Dixie Drive are deteriorating and undersized. This project will design a new culvert crossing. Staff recommends approval of the agreement in the amount of $143,000.

k. Consider approval of an agreement for the Sale of Real Property to the Thomas Ramsey and Kelly Ramsey Revocable Family Living Trust for city property deemed surplus at 346 West 600 North for 0.20 acres.

BACKGROUND and RECOMMENDATION: Mr. Ramsey recently discovered that 0.02 acres of land directly in front of his residence, previously assumed to be part of his property, is actually city-owned. During the planning stages of an addition to his home this issue came to light. The area includes a portion of his driveway and front yard. Mr. Ramsey is seeking to purchase 0.02 acres from the city in order to continue his expansion project. Staff recommends approval.

l. Consider approval of a Real Property Donation Agreement between City of St. George and Desert Canyons Land, LLC.

BACKGROUND and RECOMMENDATION: This donation of 12.673 acres is part of the Desert Canyons Master Plan open space. This is land that is identified in the Desert Canyons Development Agreement. This land contains trails that connect to other Desert Canyons open space and trails. Staff recommends approval..

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m. Consider approval of a cooperative agreement between Spin and St. George for the operation of an electric scooter share program.

BACKGROUND and RECOMMENDATION: Spin has operated in St. George under a former agreement since 2020. The new agreement has an initial 2 year term and auto renews annually for a total of 5 years. This enters into a new cooperative agreement with Spin, an electric scooter share operator, to continue operations in the St. George public right-of-way. Staff recommends approval.

n. Consider approval of a Water Right & Water Share Exchange Agreement with the Washington County Water Conservancy District.

BACKGROUND and RECOMMENDATION: The City desires to enter into an agreement with the Washington County Water Conservancy District to exchange some groundwater rights that the City owns for shares in the St. George Clara Fields Canal Company. The City owns several groundwater rights in the airport vicinity. \The water quality in that area of the City is extremely poor. Advanced water treatment (reverse osmosis) is required to treat the groundwater to a quality that it could be for either drinking water or irrigation water. The WCWCD owns shares in the St. George Clara Fields Canal Company, whose source of water is the Santa Clara River and Gunlock Reservoir. Shares in this canal company are beneficial to the City because the quality of water is such that it can be used without additional treatment. In addition, the infrastructure to convey the water to city parks, cemeteries, schools, or residential areas already exists. The City would realize an immediate benefit from this exchange agreement.

p. Consider approval of the minutes from the meetings held on September 25, 2025 (work meeting); and September 25, 2025 (regular meeting).

Link to presentation from City Manager John Willis, including noting that item 2o will be removed and a clarification on item 2k – it should read .02 acres, not .20 acres: 00:19:02

Agenda Packet [Page 12]

Link to motion: 00:19:36

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

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

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The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND FY25-26 BUDGET/RESOLUTION:

Public hearing and consideration of Resolution No. 2025-024R to review and approve amendments to the Fiscal Year 2025-26 Budget.

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

Link to introduction from City Manager John Willis and presentation from Assistant City Manager Rober Myers; including discussion between the City Council and Mr. Myers: 00:19:57

Agenda Packet [Page 202]

Link to public hearing; no comments were provided: 00:26:25

Link to motion: 00:26:45

MOTION:

A motion was made by Councilmember Larkin to approve Resolution No. 2025-024R to review and approve amendments to the Fiscal Year 2025-26 Budget as presented, excluding #7.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/JOINT AGENCY REGIONAL WATER CONVERSATION PLAN/RESOLUTION:

Public hearing and consideration of Resolution No. 2025-025R adopting a Joint Agency Regional Water Conservation.

BACKGROUND and RECOMMENDATION: The Water Conservation Act requires each water conservancy district and public water system to submit a water conservation plan to the Utah Division of Water Resources and update the plan every five years. The City of St. George updated its water conservation plan in November 2023 and is not due for an update until Dec 2028. Since each regional municipality has enacted uniform water conservation ordinances, and are uniform in their water conservation efforts, the development and adoption of a regional water conservation plan will

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provide some administrative efficiencies in complying with the Water Conservation Act.

Link to introduction from City Manager John Willis and presentation from Water Services Director Scott Taylor; including discussion between the City Council and Mr. Taylor: 00:27:14

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Link to public hearing; no comments were provided: 00:32:06

Link to motion: 00:32:22

MOTION:
A motion was made by Councilmember Larsen to approve Resolution No. 2025-025R adopting a Joint Agency Regional Water Conservation Plan.
SECOND:
The motion was seconded by Councilmember Larkin.
VOTE:
Mayor Randall called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATE ROADWAY/ORDINANCE:
Public hearing and consideration of Ordinance No. 2025-082 vacating a portion of 600 North Street, located along the frontage of 346 West 600 North ST (SG-1751-A-1-C).

BACKGROUND and RECOMMENDATION: This roadway is part of the original platted street system in downtown St. George, which includes a 90-foot-wide right-of-way. The current property line lies about 20 feet behind the curb and gutter. The applicant is proposing an addition to the front of the existing home; however, because the house is positioned close to the right-of-way line, it does not meet current setback requirements. Vacating this roadway will allow the applicant to meet those requirements and adjust the property line to approximately 5 feet behind the curb and gutter. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:32:48

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Link to public hearing; no comments were provided: 00:33:40

Link to motion: 00:33:58

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MOTION:
A motion was made by Councilmember Tanner to approve Ordinance No. 2025-082 vacating a portion of 600 North Street, located along the frontage of 346 West 600 North Street.

SECOND:
The motion was seconded by Councilmember Larsen.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

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

Public hearing and consideration of Ordinance No. 2025-083 vacating a portion of a public utility and drainage easement, located at approximately 1000 South on the west side of 3000 East Street.

BACKGROUND and RECOMMENDATION: During the initial planning for a stub road extending from 3000 East Street into the Moorland Park development, the road and associated easements were granted to the City. As planning progressed, it was determined that the stub road and easements needed to be shifted approximately 100 feet to the north. This adjustment aligns the stub road and easements with the adjacent Viviano at Red Cliffs development and provides the appropriate deceleration and acceleration lanes. This easement vacation removes the original alignment and cleans up all unnecessary easements. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:34:26

Agenda Packet [Page 239]

Link to public hearing; no comments were provided: 00:35:17

Link to motion: 00:35:24

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2025-083 vacating a portion of a public utility and drainage easement, located at approximately 1000 South on the west side of 3000 East Street.

SECOND:
The motion was seconded by Councilmember Larkin.

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

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Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

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

Public hearing and consideration of Ordinance No. 2025-084 vacating a public utility and drainage easement, located along the southerly boundary of Lot 6, Desert Canyon Town Center Commercial Subdivision Phase 1 Amended.

BACKGROUND and RECOMMENDATION: UDOT relinquished a portion of the Southern Parkway, now owned by Desert Canyons Land LLC. The owner intends to incorporate this parcel into Lot 6 of the Desert Canyon Town Center Commercial Subdivision Phase 1 Amended. This easement vacation will be followed by a subdivision amendment establishing new easements along the revised lot line. The Joint Utilities Commission recommends approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:35:51

Agenda Packet [Page 244]

Link to public hearing; no comments were provided: 00:36:38

Link to motion: 00:36:53

MOTION:

A motion was made by Councilmember Tanner to approve Ordinance No. 2025-084 vacating a public utility and drainage easement, located along the southerly boundary of Lot 6, Desert Canyon Town Center Commercial Subdivision Phase 1 Amended.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – 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. 2025-085 vacating a public utility and drainage easement located between Lots 26 and 39, Stone Cliff Phase 1.

BACKGROUND and RECOMMENDATION: Both lots are owned by the same individual. All improvements, which include the existing home and landscaping extend across the shared lot line of both lots. The owner is in the process of amending the subdivision to combine the two lots into on Lot. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins; including discussion between the City Council and Mr. Jenkins: 00:37:23

Agenda Packet [Page 248]

Link to public hearing; no comments were provided: 00:38:02

Link to motion: 00:38:17

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2025-085 vacating a public utility and drainage easement located between Lots 26 and 39, Stone Cliff Phase 1.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

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

Public hearing and consideration of Ordinance No. 2025-086 to vacate a utility drainage easement located between Lot 13 and Lot 11 in the Westridge Subdivision Phase 2.

BACKGROUND and RECOMMENDATION: Both parcels are owned by the same individual who plans to build a duplex on the vacant lot at 1505 W 1040 N ST. During the building permit review process, it was discovered that the home design was based on the existing block walls rather than the actual lot lines. Vacating this easement will allow the lots to be amended so the lot lines align with the block walls,

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ensuring the home design fits the property. The Joint Utilities Commission recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:38:44

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Link to public hearing; no comments were provided: 00:39:25

Link to motion: 00:39:30

MOTION:
A motion was made by Councilmember Larsen to approve Ordinance No. 2025-086 to vacate a utility drainage easement located between Lot 13 and Lot 11 in the Westridge Subdivision Phase 2.

SECOND:
The motion was seconded by Councilmember Hughes.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:
Consider approval of Ordinance No. 2025-087 amending the Entrada Zone Plan Planned Development PD-R (Planned Development Residential) zone on approximately 0.92 acres located at 2200 North Anasazi Trail. (Case No. 2025-PDA-025 - Anasazi Hills Phase 4)

BACKGROUND and RECOMMENDATION: This proposal is to add one residential unit to the Entrada Zone Plan. Currently the Entrada Zone Plan is entitled to 824 units on 791.22 acres, averaging 1.04 DUA (dwelling units per acre). If approved, the totals would be 825 units, 792.14 acres, averaging 1.04 DUA. The underlying general plan is LDR (Low Density Residential). At their meeting held on September 23, 2025, the Planning Commission held a public hearing and recommended approval with no conditions voting 6-0. There were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch; including comments from Mayor Randall: 00:40:05

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Link to motion: 00:42:07

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MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2025-087 amending the Entrada Zone Plan Planned Development PD-R (Planned Development Residential) zone on approximately 0.92 acres located at 2200 North Anasazi Trail.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of Ordinance No. 2025-088 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 1.54 acres located on the northeast corner of River Road and White Dome Drive. (Case No. 2025-PDA-026 - Maverik St. George White Dome)

BACKGROUND and RECOMMENDATION: The proposal is for a gas station/convenience store. The underlying general plan is COM (Commercial). At their meeting held on September 23, 2025, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 7-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles; including discussion between the City Council and Mr. Boles: 00:42:41

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Link to motion: 00:46:08

MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2025-088 amending the White Dome Commercial PD-C (Planned Development Commercial) zone on approximately 1.54 acres located on the northeast corner of River Road and White Dome Drive, with the condition from the Planning Commission.

SECOND:

The motion was seconded by Councilmember Hughes.

Link to further discussion between the City Council and Mr. Boles, and vote: 00:46:58

DRAFT

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT ZONE/ORDINANCE:

Consider approval of Ordinance No. 2025-089 amending the Tonaquint Center PD-C (Planned Development Commercial) zone on approximately .89 acres, located at 1664 South Dixie Drive. (Case No. 2025-PDA-024 - St. George Day Spa)

BACKGROUND and RECOMMENDATION: This request is to amend this PD-C for the purpose of developing Lot 6 of the Dixie Commons subdivision. The proposal is to add an 8,952 square foot building that will be split into two units. The day spa will take up one of the units leaving the remaining portion for a future tenant. On January 8, 1998, the City Council approved the Tonaquint Center PD-C (Planned Development Commercial). The zone change was from R-1-10 to PD-C. Over the years the Tonaquint Center has developed with a variety of commercial uses and many subsections with Dixie Commons being one of them. On September 23, 2025, the Planning Commission held a public hearing on this item and ultimately. with a 5-0 vote, recommended approval with conditions.

Link to introduction from City Manager John Willis and presentation from Community Development Director Carol Winner: 00:47:52

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Link to motion: 00:50:55

MOTION:

A motion was made by Councilmember Larkin to approve Ordinance No. 2025-089 amending the Tonaquint Center PD-C (Planned Development Commercial) zone on approximately .89 acres, located at 1664 South Dixie Drive, including the update plan recommended by the Planning Commission.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

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The vote was unanimous and the motion carried.

AMEND PLANNED DEVELOPMENT/ORDINANCE:

Consider approval of Ordinance No. 2025-090 amending the City Zoning Map by changing the zone from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) on approximately 10.26 acres located generally at the terminus of Chandler Drive at approximately 2000 West. (Case No. 2025-ZC-015 - Zen Trails Townhomes)

BACKGROUND and RECOMMENDATION: The proposal is for a multi-family project consisting of 90 townhome units with a density of approximately 8.77 dwelling units per acre. The underlying general plan is MDR (Medium Density Residential, 4-9 units per acre). At their meeting held on September 23, 2025, the Planning Commission held a public hearing, and recommended approval with conditions, and with a vote of 6-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boels: 00:51:30

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Link to motion: 00:56:06

MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2025-090 amending the City Zoning Map by changing the zone from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) on approximately 10.26 acres located generally at the terminus of Chandler Drive at approximately 2000 West, with the conditions of the Planning Commission as detailed in the packet.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

APPOINTMENTS:

Appointments to Boards and Commissions of the City.

Link to Mayor Randall recommending the reappointment of Brandon Anderson, Lori Chapman, Nathan Fisher, and Austin Anderson to the Planning Commission for 2-year terms; expiring 2028: 00:56:41

Link to motion: 00:56:58

DRAFT

MOTION:
A motion was made by Councilmember Kemp to reappoint Brandon Anderson, Lori Chapman, Nathan Fisher, and Austin Anderson to the Planning Commission for 2-year terms.

SECOND:
The motion was seconded by Councilmember Larsen.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 00:57:10

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: 00:57:45

MOTION:
A motion was made by Councilmember Larsen to adjourn.

SECOND:
The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL AND
WASHINGTON COUNTY COMMISSION
JOINT WORK MEETING MINUTES
OCTOBER 23, 2025, 4:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Water Services Director Scott Taylor

OTHERS PRESENT:

Washington County Commission Member Victor Iverson
Assistant Washington County Attorney Victoria Hales
Washington County Water Conservancy District General Manager Zach Renstrom
Austin Walker with the Washington County Water Conservancy District

CALL TO ORDER:

Mayor Randall called the meeting to order and welcomed all in attendance. An invocation was offered by Phoenix Stephens with the Baha'I Faith and The Pledge of Allegiance to the Flag was led by County Commissioner Iverson.

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

DISCUSSION REGARDING A POTENTIAL EXPANSION OF THE CITY'S SEWER SERVICE TO THE DAMMERON VALLEY AREA:

Link to introduction from City Manager John Willis and discussion between Water Services Director Scott Taylor, County Commission Iverson, the City Council, Washington County Water Conservancy District General Manager Zach Renstrom, Mayor Randall, Assistant County Attorney Victoria Hales, Austin Walker with Washington County Water Conservancy District, and Mr. Taylor: 00:02:56

ADJOURN:

The meeting adjourned at approximately 4:40 p.m.

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Christina Fernandez, City Recorder

DRAFT

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
OCTOBER 23, 2025, 4:40 P.M.
ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

Mayor Michele Randall
Councilmember Jimmie Hughes
Councilmember Dannielle Larkin
Councilmember Natalie Larsen
Councilmember Michelle Tanner
Councilmember Steve Kemp

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Planner Brenda Hatch
Community Development Director Carol Winner
Energy Services Director Byran Dial
Conservation Specialist Nikki Heaton
Assistant City Manager Robert Myers

CALL TO ORDER:

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

DISCUSSION REGARDING A DRAFT PROPOSAL TO NOMINATE THE CITY OF ST. GEORGE DOWNTOWN HISTORIC DISTRICT TO THE NATIONAL REGISTER OF HISTORIC PLACES:

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch, including discussion between the City Council, Mayor Randall, City Manager John Willis, Community Development Director Carol Winner, and Ms. Hatch: 00:00:00

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UPDATE FROM THE ENERGY SERVICES DEPARTMENT:

Link to introduction from City Manager John Willis and presentation from Energy Services Director Bryan Dial, including discussion between the City Council, City Manager John Willis, Assistant City Manager Robert Myers, Conservation Specialist Nikki Heaton, and Mr. Dial: 00:13:00

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REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Link to reports from Mayor, Councilmembers, and City Manager: 01:05:00

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.

DRAFT

ADJOURN:

Link to motion: 01:10:29

MOTION:

A motion was made by Councilmember Larkin to adjourn.

SECOND:

The motion was seconded by Councilmember Tanner.

VOTE:

Mayor Randall called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Larkin – aye
Councilmember Larsen – aye
Councilmember Tanner – aye
Councilmember Kemp – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Date: 11/06/2025 **Agenda Item Number:** 04

Subject:

Public hearing and consideration of Ordinance 2025-091 vacating a municipal utility easement, adjoining Lot 114 of Waters Edge at Desert Color Shores.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Bob Hermandson - Bush & Gudgell/Brett Boyce - Split Rock Homes

Reference Number: PLANLRE25-016

Address/Location:

5455 S Copper Pearl Lane

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

The subdivision plat identifies Lot 114 as a building pad surrounded by common areas. The new owner of Lot 114 intends to construct a slightly larger home that extends beyond the original building pad limits. By vacating the adjoining municipal utility easements, which are designated as common, limited common, and limited common driveways, and by amending the subdivision plat, Lot 114 will function more like a traditional building lot rather than a designated building pad.

Staff Narrative (need/purpose):

A subdivision amendment for Waters Edge at Desert Color Shores has been submitted into City Inspect and is currently in the review process as reference number PLANFPA25-025.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-WDC-114, SG-WDC-COMMON

AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(common, limited common, and limited common driveway areas adjoining Lot 114, Waters Edge at Desert Color Shores)

WHEREAS, a petition was received by this Council requesting the vacation of a municipal utility easement, which are designated as common, limited common, and limited common driveways, adjoining Lot 114, Waters Edge at Desert Color Shores, as described in Doc. No. 20220052446, according to the official plat on file in the Office of the Washington County Recorder, being more particularly described and depicted in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the easement, as described and depicted in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

1. **Vacation of Easement**: The municipal utility easement adjoining said Lot 114, as more particularly described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date**: This ordinance shall take effect upon posting in the manner prescribed by law and upon the recording of all necessary documents.

APPROVED AND ADOPTED by the St. George City Council on this ____ day of _____, 2025.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

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

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

Exhibit A
Easement Vacation, around Lot 114, Waters Edge at Desert Color Shores
Legal Description

Beginning at a point that lies South 01°14'25" West along the section line 363.68 feet and due East 844.49 feet from the West Quarter Corner of Section 25, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence South 48°56'06" East 24.25 feet; thence South 40°28'18" West 3.50 feet; thence South 48°56'06" East 61.53 feet to a point on the westerly boundary line of Desert Color Resort Phase 1A Amended & Extended, Document No. 20210057588, Official Records, Washington County, Utah; thence South 37°48'38" West along said line 71.64 feet; thence North 52°14'23" West 21.12 feet; thence North 55°22'08" West 62.42 feet to a point on the easterly right-of-way line of Copper Pearl Lane as shown on Waters Edge at Desert Color Shores, Document No. 20220052446, Official Records, Washington County, Utah; thence North 36°24'58" East along said line 83.52 feet to the point of beginning.

Less all of Lot 114, Waters Edge at Desert Color Shores, according to the Official Plat thereof, on file in the Office of the Washington County Recorder as Document No 20220052446.

Containing 2,833 square feet or 0.07 acres.

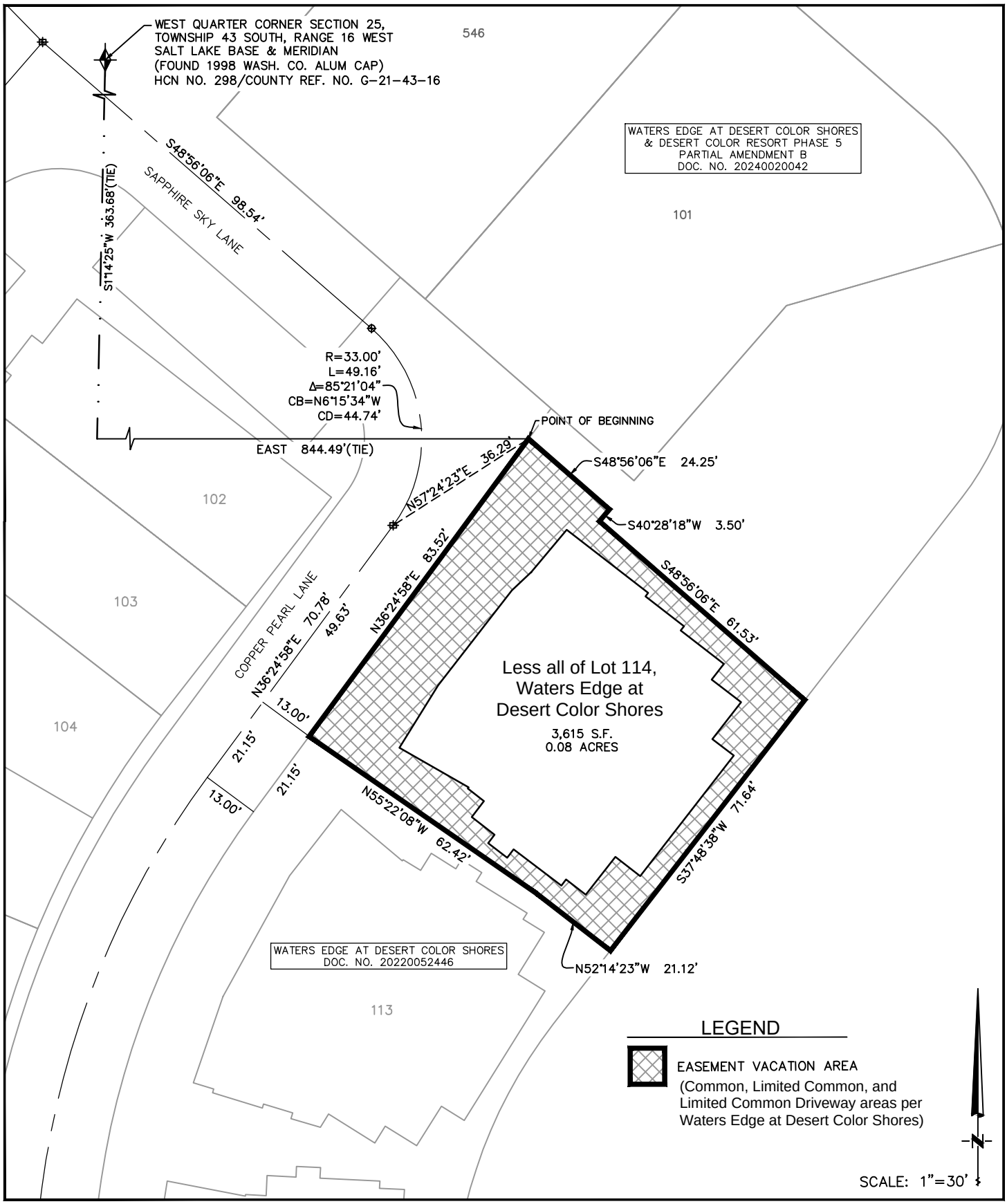


EXHIBIT B

Area around Lot 114, Waters Edge at Desert Color Shores

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

Agenda Date: 11/06/2025 **Agenda Item Number:** 05

Subject:

Consider approval of Resolution No. 2025-026R authorizing the filing of an application and designation of an authorized officer to execute the application for a lease or patent of land under the recreation and public purposes ace, as amended for a future Tonaquint cemetery.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

This is a resolution that is required by the BLM to apply for a R&PP lease on 10 acres of property located in the Tonaquint area on Mesa Palms Drive.

Staff Narrative (need/purpose):

This resolution allows staff to apply for a R&PP lease with the BLM. This 10 acres is located close to the Tonaquint Cemetery and has street access from Mesa Palms Drive. If the application is approved this would allow the City to build an expansion of the Tonaquint Cemetery.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact: No Impact

Recommendation (Include any conditions):

approval

Attachments

Project: Development of a new public cemetery, "St. George Public Cemetery Expansion," on BLM-granted land.

Anticipated Expenditures for Development:

- **1. Site Preparation and Grading:**
    - **Description:** This includes all initial earthwork necessary to prepare the land for burial plots and infrastructure. It would involve clearing the land, grading for proper drainage, and creating a stable foundation for roads, buildings, and burial sites.
    - **Estimated Cost:** $263,975 (The specific cost would be based on the acreage of the granted land and the complexity of the terrain. Local engineering and construction bids would be required for an accurate figure.)
    - **Justification:** Essential for establishing a functional and safe cemetery, preventing erosion, and complying with all local and state regulations for cemetery development.
- **2. Infrastructure and Utilities:**
    - **Description:** This covers the installation of essential utilities and infrastructure to support the cemetery's operations.
    - **Estimated Costs:**
        - **Roads and Parking:** $802,605 Paving internal roads and a public parking lot.
        - **Water and Irrigation:** $560,558 Laying water lines for a new irrigation system to maintain the landscape.
        - **Electricity:** $776,250 Bringing in power for lighting, maintenance facilities, and any future buildings.
        - **Sewer/Septic:** $25,650 Installing a new septic system for the restroom and office facilities.
    - **Justification:** Necessary for public access, maintenance, and the long-term viability of the cemetery as a functional public space.
- **3. Construction of Facilities:**
    - **Description:** This includes the construction of necessary buildings and structures for administration and public use.
    - **Estimated Costs:**
        - **Administration/Office Building:** $635,000 A small building for a sexton's office, records management, and a public restroom.
        - **Maintenance Garage/Storage:** $238,000 A facility to store cemetery maintenance equipment (mowers, tractors, etc.).
        - **Committal Shelter/Pavilion:** $153,201 An open-air structure for conducting graveside services, providing shelter from the elements.
    - **Justification:** These facilities are critical for the day-to-day operation of the cemetery, providing a professional and respectful environment for the public and staff.
- **4. Cemetery Plot Development:**

    - **Description:** This is the most direct cost of cemetery development, involving the layout and preparation of burial spaces.
    - **Estimated Costs:**
        - **Plot Surveying and Mapping:** $58,275 Professional surveying to delineate and map individual burial plots.
        - **Columbarium:** $1,640,645 Construction of a columbarium wall for cremation urns, a modern alternative to in-ground burial.
    - **Justification:** These expenditures are the core of the project, creating the actual inventory of burial spaces that will be available to the public.
- **5. Landscaping and Hardscape:**
    - **Description:** This includes the aesthetic and functional elements that make the cemetery a respectful and welcoming environment.
    - **Estimated Costs:**
        - **Turf and Xeriscaping:** $912,719 Planting turf in designated areas and using drought-tolerant plants (xeriscaping) to reduce water consumption, a key consideration in St. George.
        - **Signage:** $30,638 Installation of professional signage for directions, rules, and historical information.
        - **Fencing/Perimeter Security:** $200,096 A perimeter fence to clearly delineate the cemetery boundaries and provide security.
    - **Justification:** Proper landscaping and a perpetual care fund are required by law for cemeteries to ensure their long-term maintenance. Thoughtful landscaping also creates a peaceful environment for visitors.
- **6. Professional Fees and Contingencies:**
    - **Description:** A standard budget line item to cover unexpected costs and professional services.
    - **Estimated Costs:**
        - **Engineering and Architectural Fees:** $662,261 Costs for design, planning, and oversight.
        - **Legal Fees and Permitting:** $25,000 Costs associated with obtaining all necessary city, county, and state permits.
        - **Contingency Fund:** $1,396,974 A percentage of the total project cost (typically 10-20%) to cover unforeseen issues like material price increases or challenging site conditions.
    - **Justification:** Essential for ensuring the project is executed professionally, legally, and with a buffer for unexpected challenges that can arise during construction.
- **7. Total Cost: $7,596,147**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, AUTHORIZING THE FILING OF AN APPLICATION AND DESIGNATING AN AUTHORIZED OFFICER TO EXECUTE THE APPLICATION FOR A LEASE OR PATENT OF LAND UNDER THE RECREATION AND PUBLIC PURPOSES ACT, AS AMENDED, FOR A FUTURE TONAQUINT CEMETERY.

WHEREAS, the City of St. George is in need of additional land for the purpose of a public cemetery to serve the community; and

WHEREAS, a parcel of federal land located in Washington County Utah, is available for acquisition under the provisions of the Recreation and Public Purposes Act of 1926, as amended (43 U.S.C. § 869 et seq.); and

WHEREAS, the City of St. George desires to apply to the Bureau of Land Management (BLM) for a lease or patent of approximately 10.04 acres of land for a public cemetery, which land is more particularly described as follows:

Commencing at the West One-Quarter Corner of Section 1, Township 43 South, Range 16 West, Salt Lake Base & Meridian and running thence N 00°55'32" E along the section line 662.01 feet to a point on parcel SG-6-3-1- 434; thence S 89°26'09" E along said parcel SG-6-3-1-434, a distance of 669.14 feet; thence S 01°08'18" W 42.57 feet to a point on the Mesa Palms Townhomes Phase 5 subdivision, according to the official plat thereof, on file in the Office of the Washington County Recorder as Doc. No. 20070041015; thence N 76°28'04" W, along said Mesa Palms Townhomes Phase 5, a distance of 9.21 feet; thence S 00°55'31" W, along said Mesa Palms Townhomes Phase 5, a distance of 621.63 feet, to a point on the center section line of said Section 1; thence N 89°25'30" W along said center section line, a distance of 660.00 feet to the POINT OF BEGINNING. Containing 437,336.49 square feet or 10.0399 acres, more or less; and

WHEREAS, the proposed use of said land for a public cemetery is a public purpose as defined by the Recreation and Public Purposes Act; and

WHEREAS, the City of St. George has the financial and other resources necessary to develop and maintain the land for the intended public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of St. George, Utah, that:

1. The City of St. George is hereby authorized to file an application with the Bureau of Land Management for the lease or patent of the above-described land under the Recreation and Public Purposes Act.
2. The Mayor is hereby authorized to execute the said application and any and all documents, instruments, and agreements related thereto, on behalf of the City of St. George.

3. The City of St. George hereby agrees to utilize the land for the public purpose as a cemetery and to comply with all terms and conditions set forth by the Bureau of Land Management.

PASSED AND ADOPTED THIS 6th day of November, 2025.

Michele Randal St. George Mayor

ATTEST:

Christina Fernandez City Recorder

Agenda Date: 11/06/2025 **Agenda Item Number:** 06

Subject:

Consider approval of Ordinance No. 2025-092 amending the City Zoning Map by changing the zone on a parcel that was designated as part of the UDOT right of way and has not been zoned, to C-2 (Highway Commercial) on approximately 0.98 acres generally located at the northeast corner of Desert Canyons Parkway and the off ramp for the Southern Parkway. (2025-ZC-017 - Desert Corner Zone Change)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Desert Canyons Development, Inc

Reference Number: 2025-ZC-017

Address/Location:

generally located at the northeast corner of Desert Canyon Pkwy and the off ramp for the Southern Pkwy

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

The underlying general plan is COM (Commercial) with the adjacent zoning of C-2 (Highway Commercial) and PD-R (Planned Development Residential). At their meeting held on October 14, 2025, the Planning Commission held a public hearing, and recommended approval with no conditions with a unanimous vote of 7-0. There were no public comments.

Staff Narrative (need/purpose):

The subject property is currently not zoned as it was designated as part of the UDOT right of way. This application is to change the zone to C-2 (Highway Commercial) The proposal is consistent with the surrounding uses. The Planning Commission held a public hearing on October 14, 2025, there were no public comments.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with no conditions with a unanimous vote of 7-0.

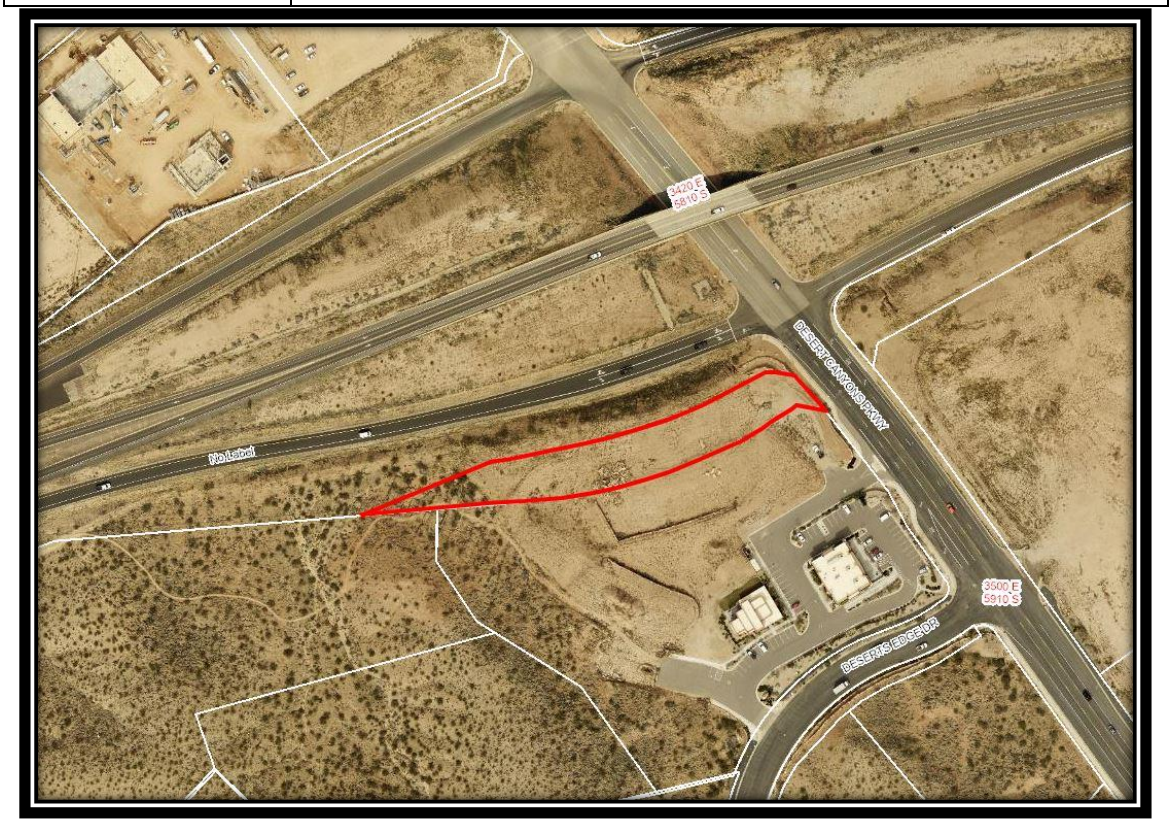
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 10/14/2025
CITY COUNCIL AGENDA REPORT 11/06/2025

Desert Corner Zone Change Zone Change (Case No. 2025-ZC-017)		
Request:	Consider an ordinance to change the City Zoning Map on a parcel that was designated as part of the UDOT right of way and has not been zoned, to C-2 (Highway Commercial).	
Applicant:	Desert Canyons Development, Inc.	
Representative:	Curt Gordon	
Location:	generally located at the northeast corner of Desert Canyons Parkway and the off ramp for the Southern Parkway	
General Plan:	COM (Commercial)	
Existing Zoning:	None	
Surrounding Zoning:	North	None
	South	C-2 (Highway Commercial) & PD-R (Planned Development Residential)
	East	None
	West	None
Land Area:	Approximately .98	



BACKGROUND:
The Planning Commission held a public hearing on October 14, 2025, there were no public comments.

The subject property is currently not zoned as it was designated as part of the UDOT right of way. This application is to change the zone to C-2 (Highway Commercial) The proposal is consistent with the surrounding uses.

Please see all the zoning requirements below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	10-8B-2	All setbacks are shown as required in the code.	The required setbacks will be: Front: 20' Side: 10' Rear: 10'
Pedestrian Circulation Plan		There is no submitted site plan	Staff will review the finalized site plan to ensure the circulation is adequate.
Height and Elevation	10-8B-2	There is no current site submitted,	The C-2 zone allows for a 50' height. The applicant will be required to comply with the maximum heights allowed.
Phasing Plan		No Proposed phases	N/A.
Landscape/ Amenity Plan	10-8B-3	There is no current landscape plan.	Staff will review the finalized site plan to make sure street tree policies and the amenities required and landscape areas are compliant with code.
Utilities	10-8B-3	None shown	All utilities will be required to be underground, and all transformer equipment must be screened. We will ensure this is completed during site plan approval process.
Signs	9-13	No signage has been provided.	The applicants will be required to pull a sign permit when they are ready to put in their signs.

Lighting	10-8B-3	No photometric plan has been provided.	Photometric plans are required at site plan review.
Lot Coverage	10-8B-2	N/A	N/A
Solid Waste	10-8B-3	There is no current site submitted,	N/A
Overlay Zones		None	N/A
Parking	10-19-5	There is no current site submitted	N/A

RECOMMENDATION ZONE CHANGE:
The Planning Commission recommended approval with a unanimous vote of 7-0.

ALTERNATIVES:
1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zone change to a later date.

POSSIBLE MOTION:
"I move that we approve the Desert Corner Zone Change changing approximately 0.98 acres to C-2 (Highway Commercial), case no. 2025-ZC-017."

FINDINGS FOR APPROVAL:
1. The proposed zoning is consistent with the general plan designations on the property.
2. That approval of the zoning map amendment is in the best interest of the health, safety and welfare of the citizens of St. George.

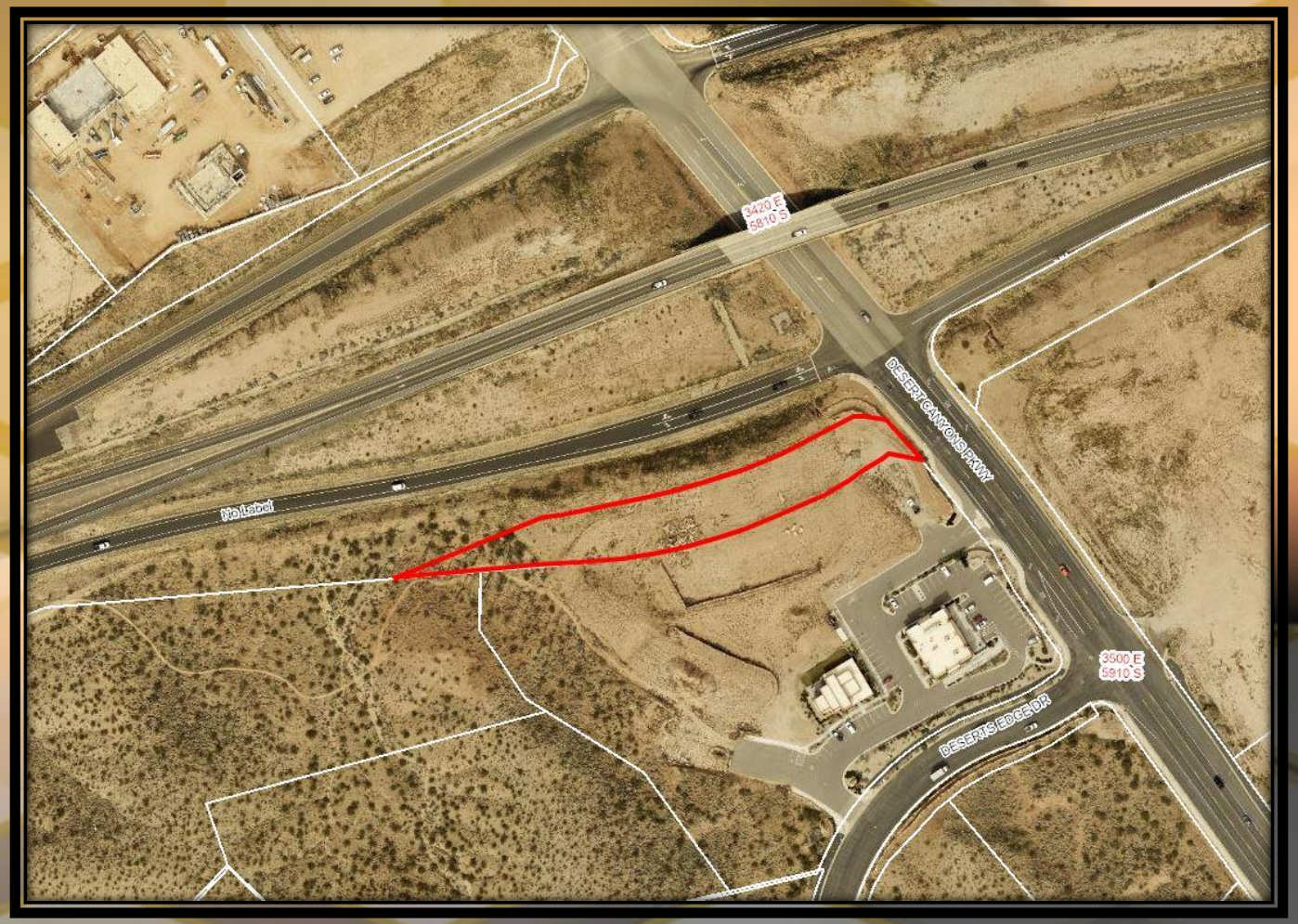
Exhibit A
PowerPoint Presentation



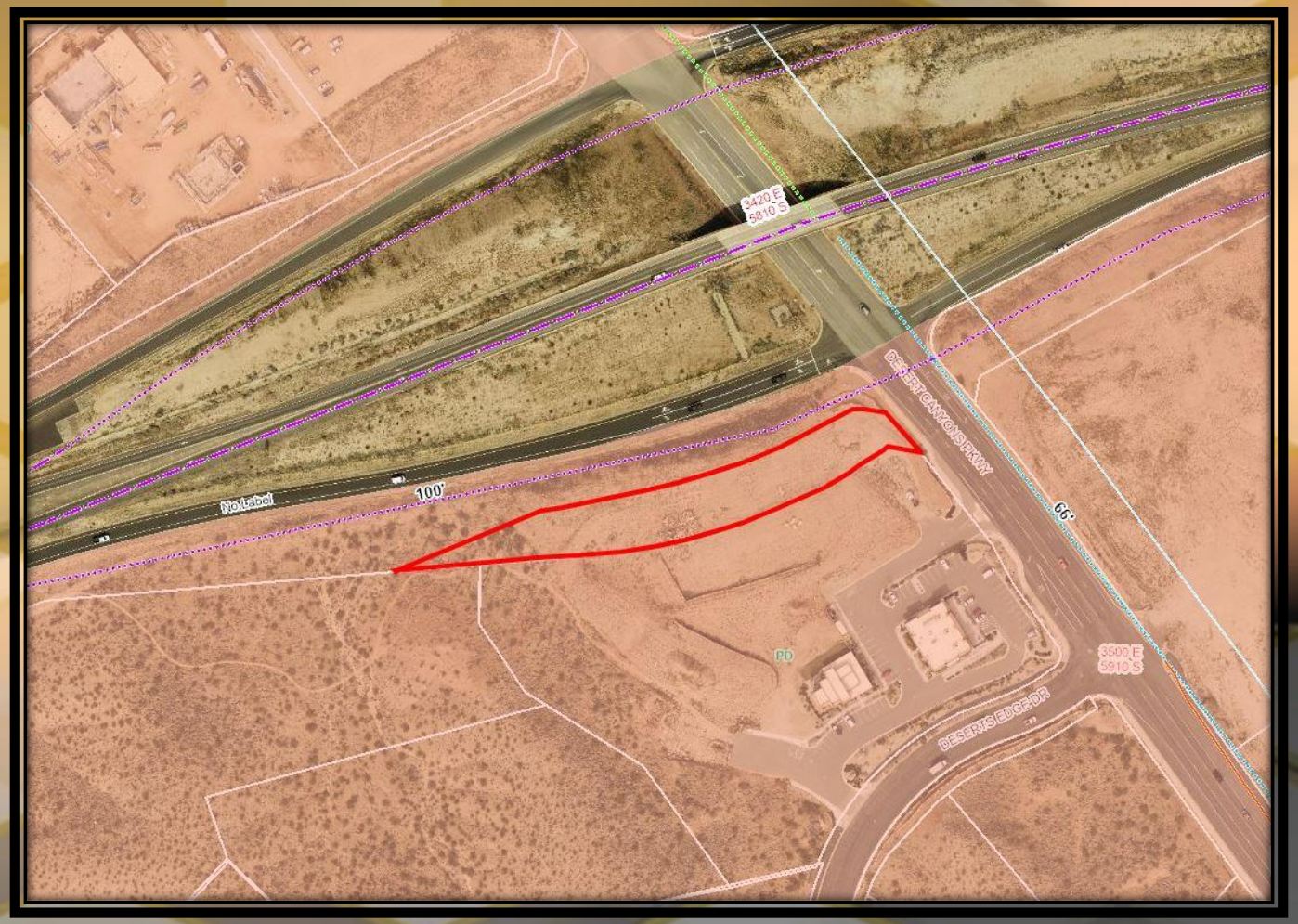
Desert Canyon Commercial Zone Change

2025-ZC-017

Location


3420 E
5810 S
DESERT CANYONS PKWY
3500 E
5810 S
DESERTS EDGE DR

Land Use



Zoning


PD-C
3420 E
5810 S
DESERT CANYON PKWY
C-2
C-2
3500 E
5910 S
DESERT EDGE DR
PD-R

Planning Commission held a public hearing on October 14, 2025, no public comments were made. They forwarded a positive recommendation with a unanimous vote of 7-0.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE ON A PARCEL THAT WAS DESIGNATED AS PART OF THE UDOT RIGHT OF WAY AND HAS NOT BEEN ZONED, TO C-3 (HIGHWAY COMMERCIAL) ON APPROXIMATELY 0.98 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF DESERT CANYONS PARKWAY AND THE OFF RAMP OF THE SOUTHERN PARKWAY.

(Desert Corner Zone Change)

WHEREAS, the property owner has requested a zone change on a parcel that was designated as a part of the UDOT right of way and has not been zoned to all C-2 (Highway Commercial), on approximately 0.98 acres generally located the northeast corner of Desert Canyons Parkway and the off ramp of the Southern Parkway; and

WHEREAS, the City Council held a public meeting on this request on November 6, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on October 14, 2025; and recommended approval with a 7-0 vote with no conditions; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change on a parcel that has no zoning designation to C-2 (Highway Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit "A" – Legal Description

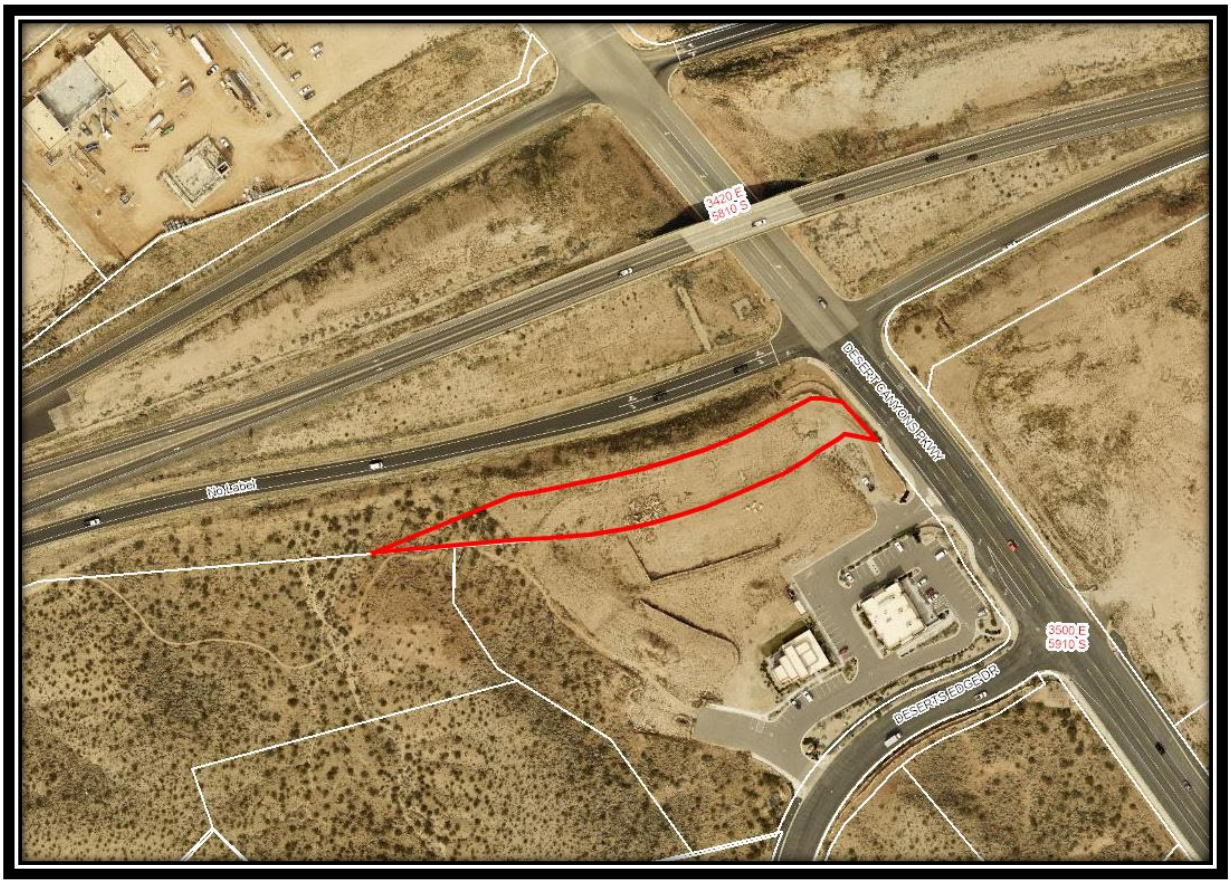
Parcel No. LC53:1:A3Q

A parcel of land situated in the NE¼NE¼ of Section 34 and the NW¼NW¼ of Section 35 T.43S., R.15W., S.L.B.&M., Washington County, Utah. The boundaries of said tract of land are described as follows:

Beginning at a point in the existing southerly Highway Right of Way and No-Access Line of Southern Parkway, Project No. LC53(44), which point is 284.00 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 349+50, said point being 393.62 feet S.01°11'51"W. along the Section line and 601.11 feet West from the Northeast Corner of said Section 34; and running thence along the Relocated southerly Highway Right of Way and No-Access Line of said Southern Parkway the following six (6) courses and distances: (1) thence N.67°25'15"E. 215.04 feet to a point 280.00 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 351+65; (2) thence N.79°16'14"E. 106.89 feet to a point 300.00 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 352+70; (3) thence Easterly 323.97 feet along the arc of a 873.02-foot radius non-tangent curve to the left, (chord bears N.69°39'30"E. 322.11 feet) to said Section line, at a point 179.14 feet S.01°11'51"W. along the Section line from said Northeast Corner of Section 34, which point is also 302.09 feet radially distant southerly from said centerline, opposite approximate Engineer's Station 356+04.80; (4) thence continuing Northeasterly 9.86 feet along the arc of said curve, (chord bears N.58°42'14"E. 9.86 feet) to a point 300.00 feet radially distant southerly from said centerline, opposite approximate Engineer's Station 356+15; (5) thence S.81°52'30"E. 44.39 feet to a point 320.08 feet radially distant southerly from said centerline, opposite approximate Engineer's Station 356+57; (6) thence S.40°11'15"E. 55.56 feet to the point of tangency of a 2,455.00-foot radius curve to the right at a point 371.69 feet radially distant southerly from said centerline, opposite approximate Engineer's Station 356+79; thence Southeasterly 10.79 feet along the arc of said curve, (chord bears S.40°03'42"E. 10.79 feet) to said southerly Highway Right of Way and No-Access Line at a point 381.71 feet radially distant southerly from the centerline of said project, opposite approximate Engineers Station 356+83.30; thence N.82°42'40"W. 40.75 feet; thence southwesterly 67.43 feet along the arc of a 800.00-foot radius non- tangent curve to the right, (chord bears S.56°55'41"W. 67.41 feet) to said Section line, at a point 262.63 feet S.01°11'51"W. along the Section line from said Northeast Corner of Section 34; thence continuing westerly 361.38 feet along the arc of said curve, (chord bears S.72°17'02"W. 358.32 feet); thence S.85°13'30"W. 263.44 feet to the point of beginning.

The above described parcel of land contains 42,740 square feet in area or 0.981 acres.

Exhibit "B" – Parcel Exhibit


3420 E
5810 S
DESERT CANYONS PKWY
Mt Laden
3500 E
5910 S
DESERTS EDGE DR

Agenda Date: 11/06/2025 **Agenda Item Number:** 07

Subject:

Consider approval of Ordinance No. 2025-093 amending the City Zoning Map by changing the zone from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft minimum lot size) and R-3 (Residential, multi-family) to C-3 (General Commercial) on approximately 1.0 acres located southeast of 1050 North and 1020 West. (Case No. 2025-ZC-016 - 1037 W 1050 N Zone Change)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: David Gomez â€“ Baseco of Nevada Southern Utah

Reference Number: 2025-ZC-016

Address/Location:

Located southeast of 1050 North and 1020 West

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

The underlying general plan is COM (Commercial) with adjacent zoning of RE-37.5 (Residential Estates, 37,500 ft minimum lot size), R-3 (Residential, multi-family) and C-3 (General Commercial). At their meeting held on October 14, 2025, the Planning Commission held a public hearing, and recommended approval of the zone change with no conditions and a vote of 7-0; there were two comments from the public.

Staff Narrative (need/purpose):

Currently, the subject property, located at 1037 West 1050 North, has three zoning designations on the zoning map, C-3, RE-37.5 and R-3. The reason behind the request at hand is to consolidate the entire lot into C-3 (General Commercial).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing on October 14, 2025 and recommends approval of the zone change for 1037 W 1050 N Zone Change from R-3 (Residential, multi-family) and RE-37.5 (Residential Estates, 37,500 ft minimum lot size) to C-3 (General Commercial) as proposed by the applicant with a 7-0 vote.

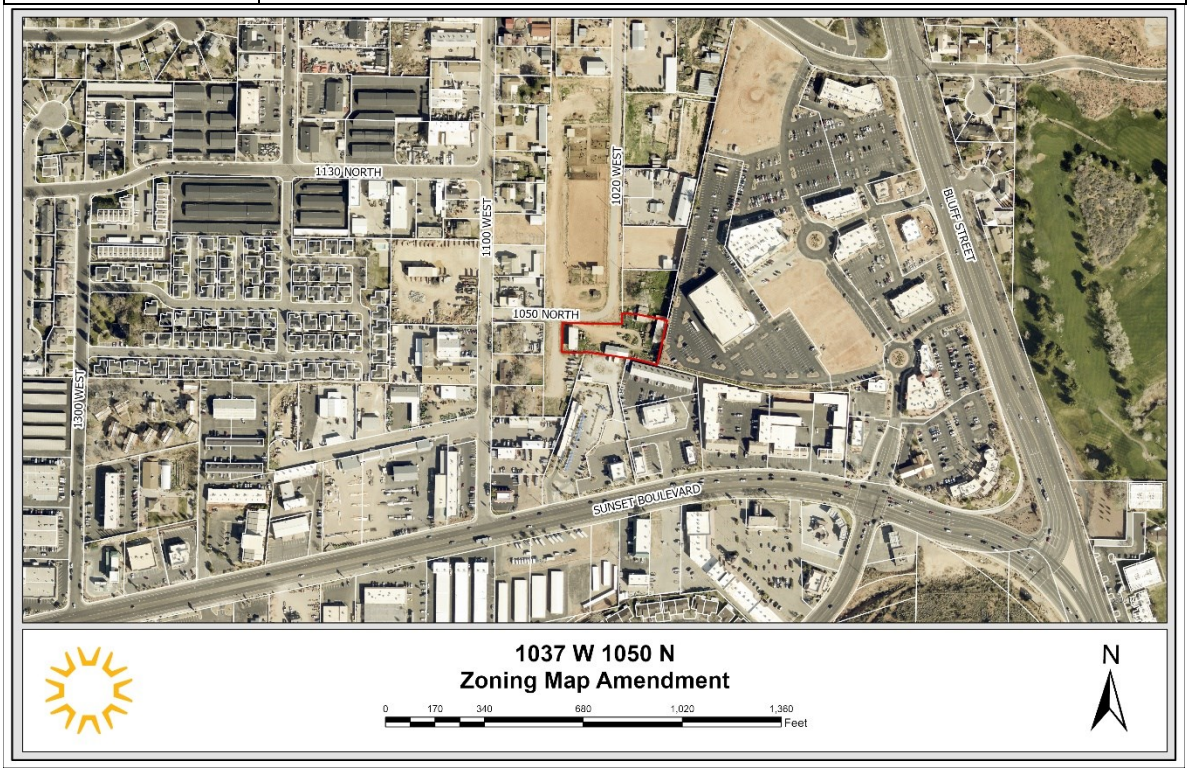
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: **10/14/2025**
CITY COUNCIL AGENDA REPORT: **11/06/2025**

1037 W 1050 N Zone Change Zone Change (Case No. 2025-ZC-016)		
Request:	Consider a request to amend the City Zoning Map in order to unify the zoning on a lot to single zone, namely C-3 (General Commercial) on approximately 1.0 acre located southeast of 1050 North and 1020 West.	
Applicant:	David Gomez – Baseco of Nevada Southern Utah	
Location:	Located southeast of 1050 North and 1020 West.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family)	
Surrounding Zoning:	North	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family)
	South	C-3 (General Commercial)
	East	C-3 (General Commercial)
	West	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size)
Land Area:	Approximately 1.0 acre	



BACKGROUND:
Currently, the subject property, located at 1037 West 1050 North, has three zoning designations on the zoning map. The first is C-3 (General Commercial) which makes up the largest zoning category on the property (approximately 65%). The second category on the property is RE-37.5 (Residential Estates, 37,500 ft² minimum lot size). Finally, the R-3 (Residential, multi-family) zone is a small portion of the lot. The reason behind the request at hand is to simply consolidate the entire lot into one category. The General Plan calls for commercial. In compliance with the General Plan, the applicant is requesting C-3.

The history of the zoning on this property is challenging to determine. Going back to maps as far back as 1979, it appears that the same zoning designation boundaries haven't moved. The maps that far back are far less detailed and even appear to be hand colored. That said, it appears that the location of that property still has the three zoning designations as it does today. Approval of this application would fix that issue. It would give a clear, single zoning designation that would clearly lay out what is allowed under the city code.



RECOMMENDATION:
Planning Commission held a public hearing on October 14, 2025 and recommends approval of the zone change for 1037 W 1050 N Zone Change from R-3 (Residential, multi-family) and RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) to C-3 (General Commercial) as proposed by the applicant with a 7-0 vote.

ALTERNATIVES:
1. Approve as presented.
2. Deny the application.
3. Continue the proposed zone change to a future date.

POSSIBLE MOTION:
"I move that we approve the zone change for 1037 W 1050 N zone change, case number 2025-ZC-016, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed zone change is consistent with the general plan.
2. There is consistent zoning in the surrounding area to the proposed zone change.

10/13/2025

Dear City of St George Planning Commission:

We are writing this letter in regards to Case Rezone No. 2025-ZC-016, approximately 1037 W 1050 N, St George, UT

This property should not be approved to change zoning as Full commercial since there is not the infrastructure there to support a road that would be required for commercial use nor to handle the traffic of any additional commercial property.

The Dixie Riding Club property is to the East and also to the North. This greatly affects the agriculture area. It has never been used as C-3 or Multifamily, it has always been an agricultural property regardless of a section being zoned as C-3, the rest should stay R-3.

According to the commercial code for St George, this property doesn't have the required street size and parking available in the agriculture area.

Again, to reiterate, this is an agriculture area, horses, cows, etc. The noise attenuation alone would not be good for agriculture.

We have so little left that is within city limits to be able to keep horses and livestock and this zone change will continue to push the agriculture out of the city.

At a minimum, there should be a traffic impact and environmental study to show how this will affect the flow of traffic, the current property owners and prevent traffic incidents as this change could impact public safety. The road cannot handle additional traffic. Please do not approve this zone change.

Sincerely,

The Dixie Riding Club-
President: David Adams
Secretary: Chad Drake
Executive Board Members:
Doug Sorenson, Gary Colf, Chad Drake, Moe Bracken, Gary Welch

Exhibit A

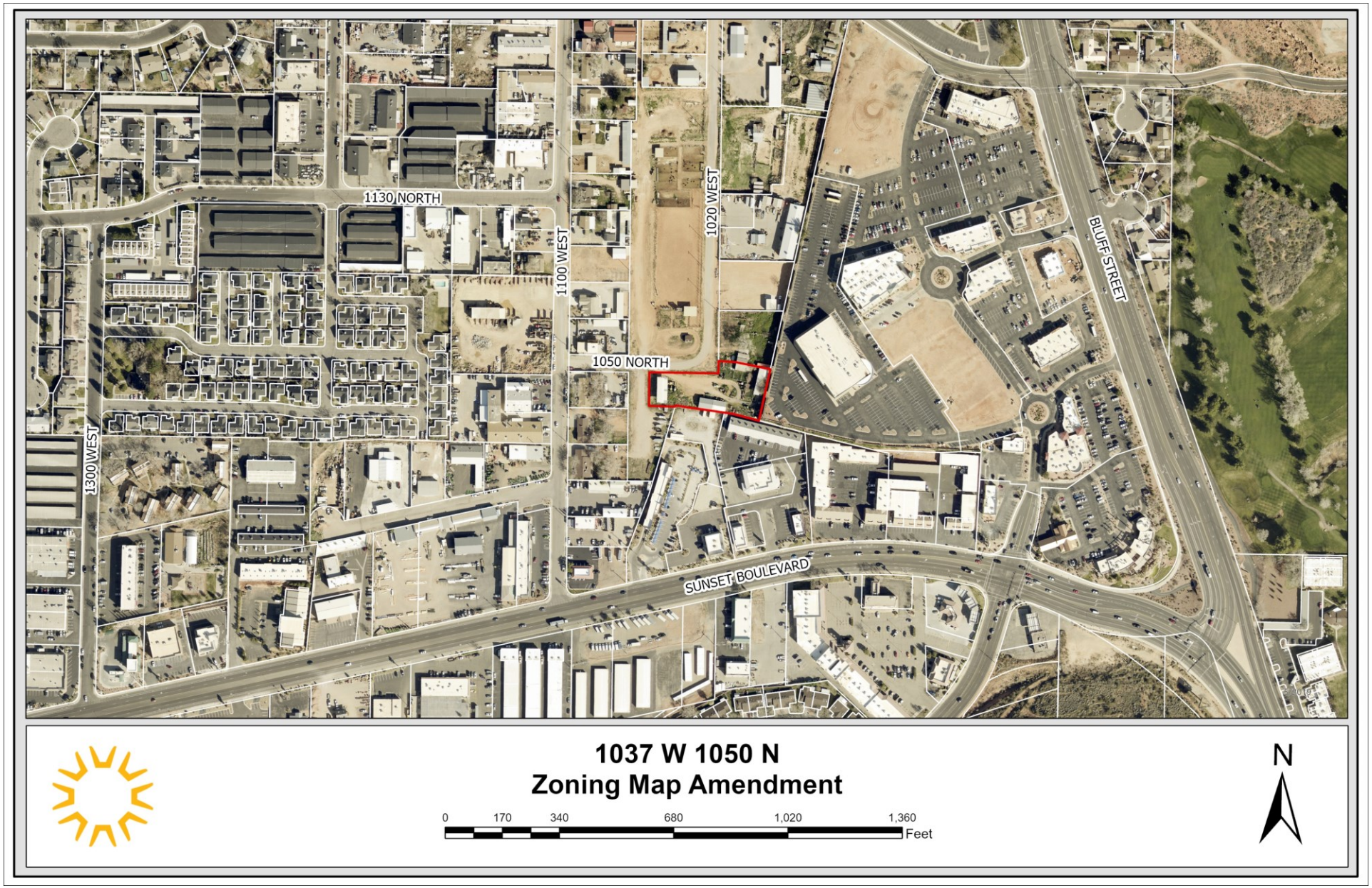
PowerPoint Presentation



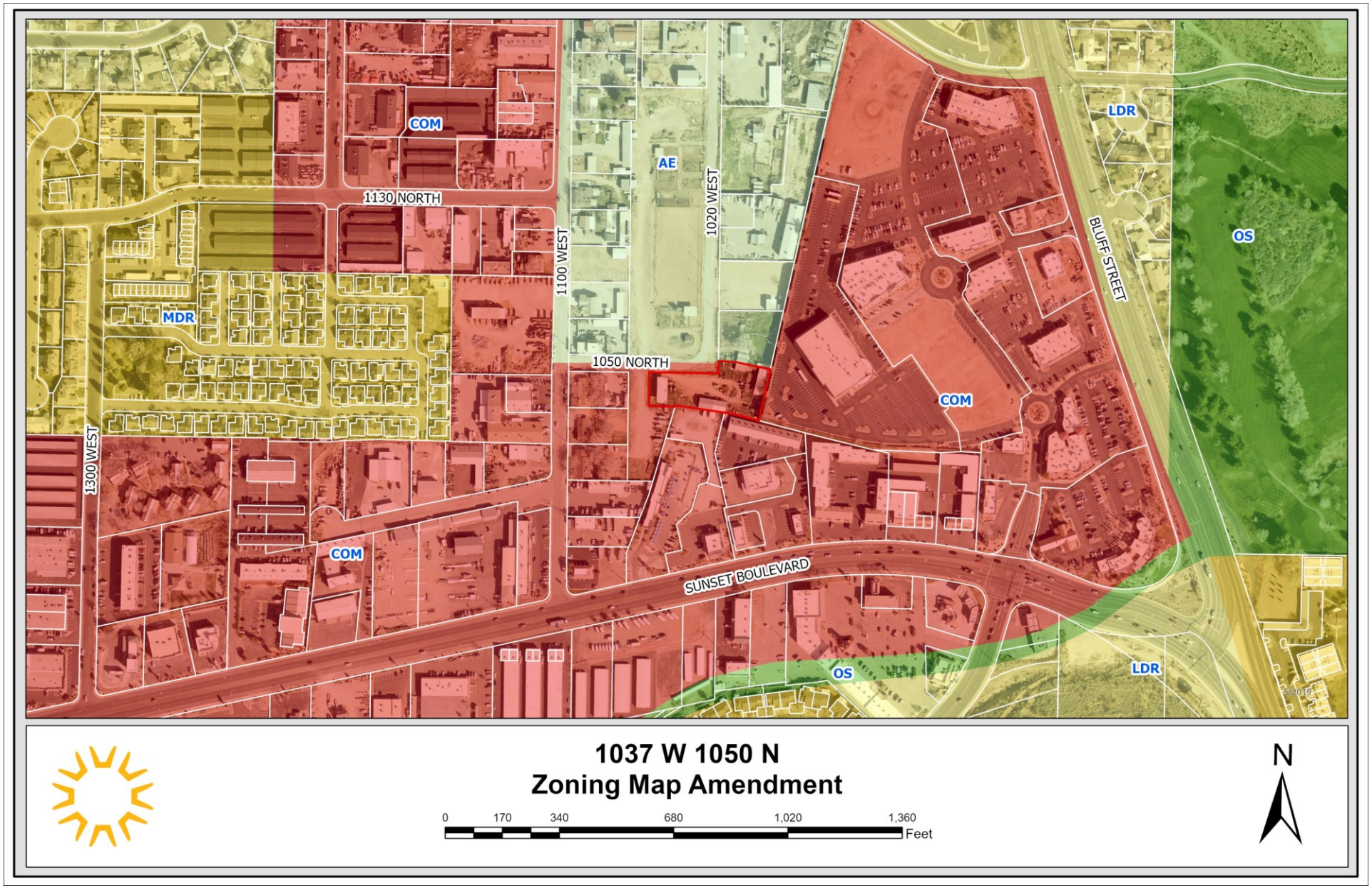
1037 W 1050 N

2025-ZC-016

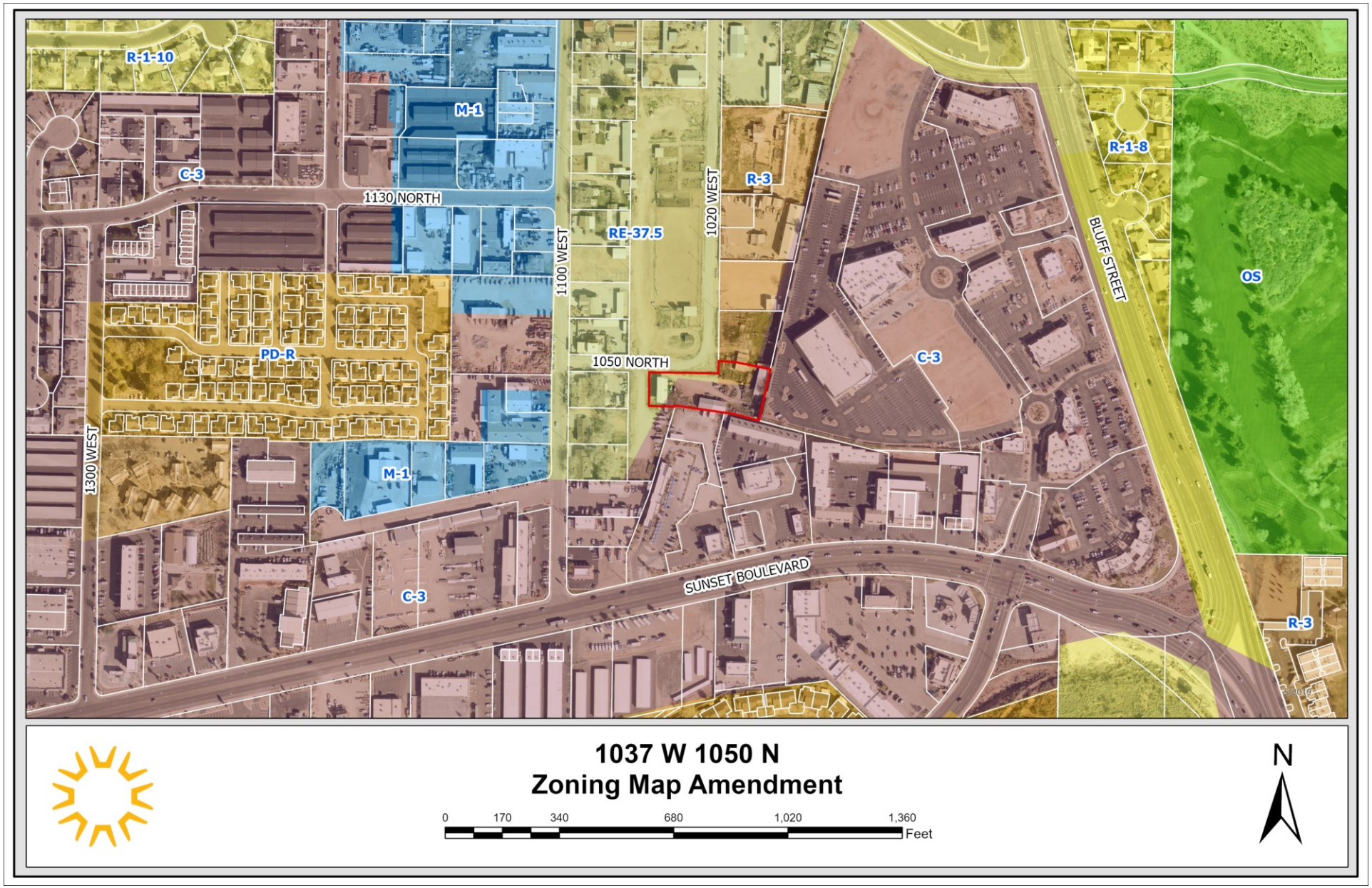
Aerial Map


1130 NORTH
1100 WEST
1020 WEST
BLUFF STREET
1050 NORTH
1300 WEST
SUNSET BOULEVARD
1037 W 1050 N
Zoning Map Amendment
0
170
340
680
1,020
1,360
Feet
N

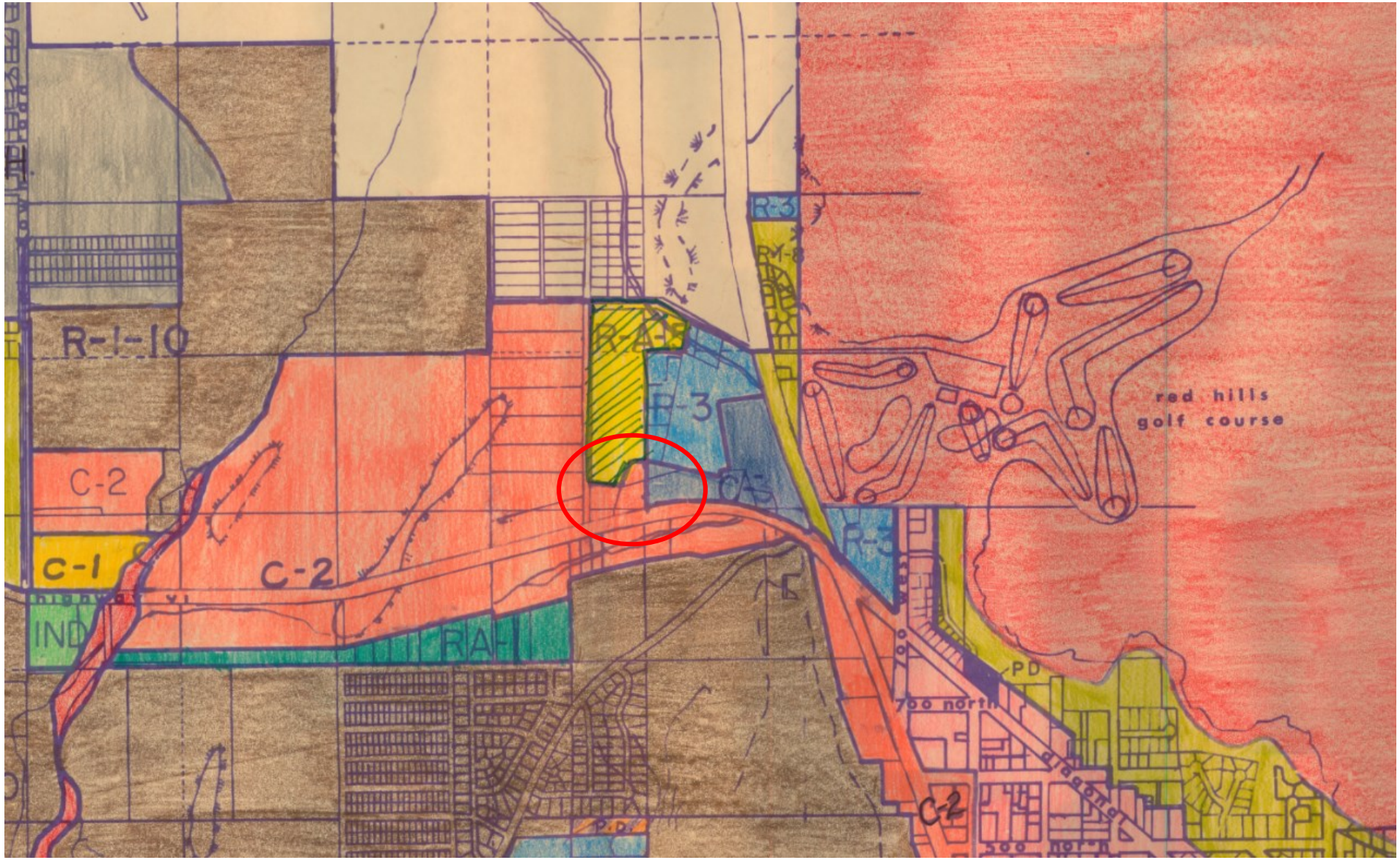
Land Use Map


COM
AE
LDR
1130 NORTH
1100 WEST
1020 WEST
BLUFF STREET
OS
MDR
1050 NORTH
COM
1300 WEST
COM
SUNSET BOULEVARD
OS
LDR
1037 W 1050 N
Zoning Map Amendment
0
170
340
680
1,020
1,360
Feet
N

Zoning Map


R-1-10
M-1
C-3
1130 NORTH
RE-37.5
1100 WEST
1020 WEST
R-3
R-1-8
BLUFF STREET
OS
PD-R
1050 NORTH
C-3
1300 WEST
M-1
C-3
SUNSET BOULEVARD
R-3
1037 W 1050 N
Zoning Map Amendment
0 170 340 680 1,020 1,360
Feet
N

1979 Zoning


R-1-10
C-2
C-1
C-2
IND
RA-1
R-3
C-3
red hills
golf course
PD
700 north
C-2

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM RE-37.5 (RESIDENTIAL ESTATES, 37,500 FT² MINIMUM LOT SIZE) AND R-3 (RESIDENTIAL, MULTI-FAMILY) TO C-3 (GENERAL COMMERCIAL) ON APPROXIMATELY 1.0 ACRES GENERALLY LOCATED SOUTHEAST OF 1050 NORTH AND 1020 WEST.

(1037 W 1050 N Zone Change)

WHEREAS, the property owner has requested a zone change to consolidate the zoning on the property from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) to all C-3 (General Commercial), on approximately 1.0 acre generally located southeast of 1050 North and 1020 West; and

WHEREAS, the City Council held a public meeting on this request on November 4, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on October 14, 2025; and recommended approval with a 7-0 vote with no conditions; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from C-3 (General Commercial), RE-37.5 (Residential Estates, 37,500 ft² minimum lot size), R-3 (Residential, multi-family) to all C-3 (General Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

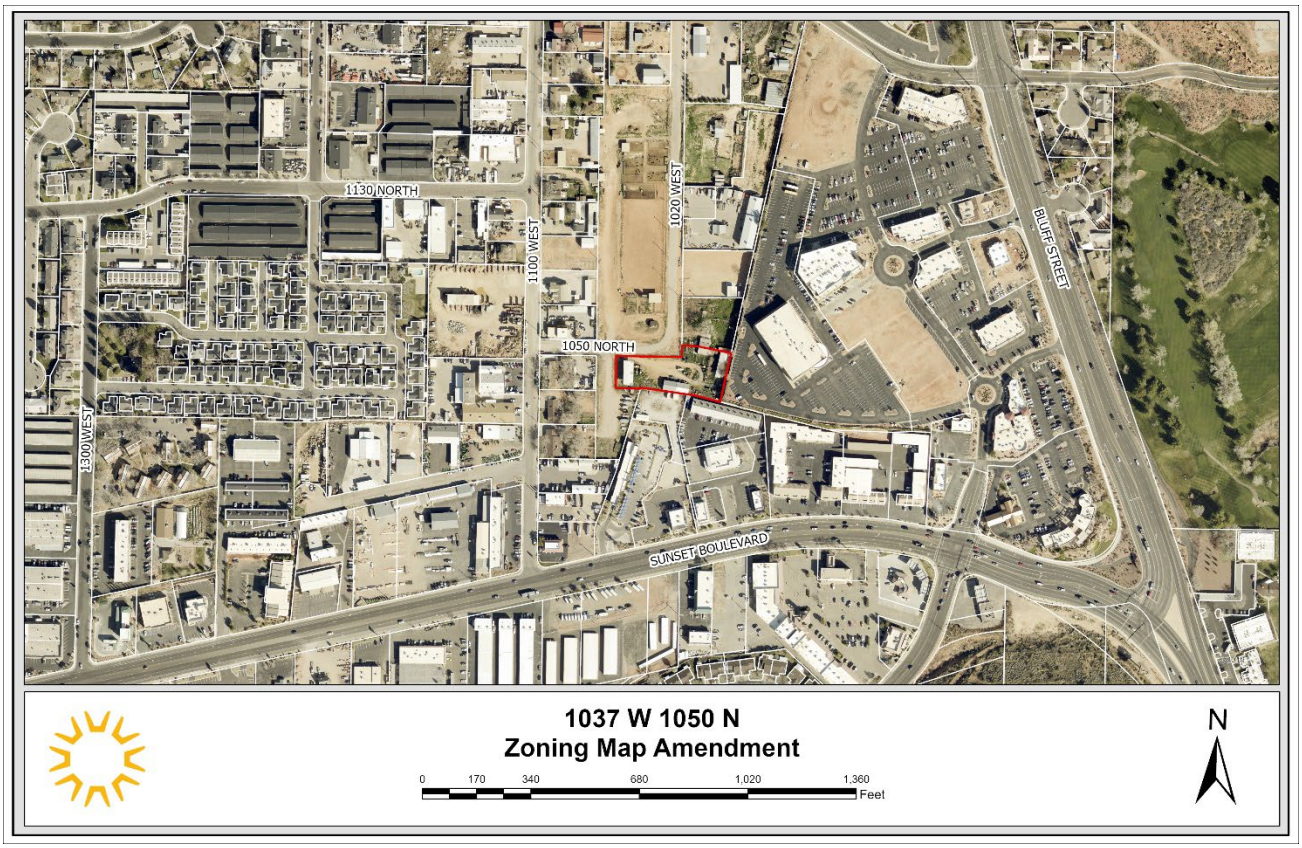
Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A” – Legal Description

Legal S: 14 T: 42S R: 16W BEG N0°36'20 W 401.12 FT ALG SEC/L FM SE COR SEC 14 T42S R16W TH N83°03' W 127.98 FT; TH S15°21' W 3.53 FT; TH N89°44' W 77.67 FT; TH N0°36'20 W 100 FT TO S LN 50 FT RDWY; TH N89°33' E 205.50 FT ALG SD S LN TO E LN SEC 14; TH N0°36'20 W 36.93 FT ALG SD E LN; TH S87°08'20 E 52.60 FT; TH S80°26'03 E 33.09 FT; TH S79°20'30 E 74.08 FT; TH S11°27'40 W 140.68 FT; TH S22°22'28 W 15.27 FT; TH N79°27'05 W 124.71 FT TO POB.

CONTAINING 623,643 SQUARE FEET OR 1.00 ACRES.

Exhibit “B” – Parcel Exhibit



Agenda Date: 11/06/2025 **Agenda Item Number:** 08

Subject:

Consider approval of Ordinance No. 2025-094 amending the Citys General Plan by changing the general plan from AE (Agricultural Estates) to MHDR (Medium High Density Residential) on approximately 0.97 acres located on the northwest corner of 1800 North and 2100 West. (Case No. 2025-GPA-015 - Shaun Sullivan GPA)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson - Bush & Gudgell, Inc

Reference Number: 2025-GPA-015

Address/Location:

Located on the north-west corner of 1800 North and 2100 West

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

The General Plan on the subject property calls for AE (Agricultural Estates) a new category created with the comprehensive general plan amendment earlier this year. Single-family and agricultural uses are most common in the area. The Planning Commission heard their request and held a public hearing on October 14, 2025 and recommend denial of the application with a 4-3 vote and no conditions.

Staff Narrative (need/purpose):

The General Plan states that the AE is "areas of St. George that were once or are currently agricultural and are transitioning to more residential development, while maintaining very low density and a rural or agricultural character. Allow for animals by-right in this area." The applicant has stated a desire build townhomes on the property which the Planning Commission believed (though not unanimously) was not in character with the what has been built up in the area.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On October 14, 2025, the Planning Commission held a public hearing on the proposed general plan amendment. At that meeting, eight people spoke against the proposal. After discussion, the Planning Commission is forwarding a negative recommendation to the City Council with a 4-3 vote.

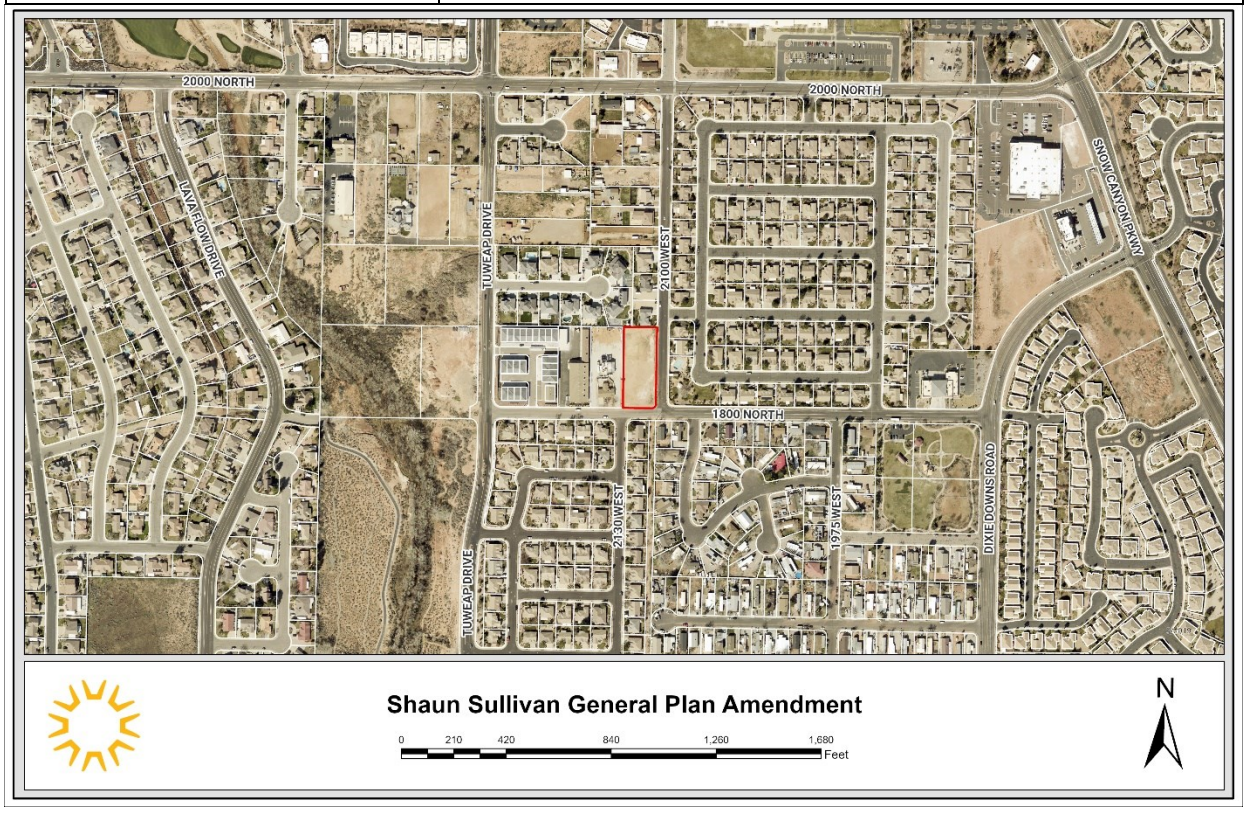
Attachments

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2025**
CITY COUNCIL AGENDA REPORT: **11/06/2025**

Shaun Sullivan GPA General Plan Amendment (Case No. 2025-GPA-015)	
Request:	Consider a request to change the general plan future land-use map from AE (Agricultural Estates) to MHDR (Medium High Density Residential) on approximately 0.97.
Applicant:	Bush & Gudgell, Inc.
Representative:	Bob Hermandson
Location:	Generally located on the north-west corner of 1800 North and 2100 West
Existing General Plan:	AE (Agricultural Estates)
Proposed General Plan:	MHDR (Medium High Density Residential)
Existing Zoning:	RE-20 (Residential Estates, 20,000 ft² minimum lot size)
Land Area:	Approximately 0.97 acres



BACKGROUND:

The property around the subject property has developed primarily as single-family residential homes. There are some exceptions with the property on the north-east corner of 1800 North and Tuweap Drive having developed as hobby garages and the property to the south-east of the subject property being a mix of single-family and mobile homes. Lots in the immediate area range from 6,000 ft² to multiple acres with the majority being in the 7,000 ft² to 8,000 ft² range. Multi-family residential would be out of character for this area.

This General Plan currently calls for AE (agricultural Estates). The purpose of the AE category as stated in the general plan is to designate "*areas of St. George that were once or are currently agricultural and are transitioning to more residential development, while maintaining very low density and rural or agricultural character. Allow for animals by-right in this area*." If the plan is to foster areas of low impact and low density, changing the General Plan to a Medium High Density Residential (10-15 units per acre) would not fit this goal/objective. Further, the General Plan went through a fully comprehensive amendment in which staff, the Planning Commission and City Council thoroughly vetted these categories and areas. While there were other areas the city was aware that it would need a second review in the future, this was not one of them given that the land around it has almost entirely be built out. In an effort to save some of the last remaining larger lots, the AE category was applied to the subject property.

Staff believes that, given what has be developed in the general area (within an approximately quarter of a mile radius) which is generally single-family residential homes, an LDR (Low Density Residential) or sticking with the AE category is the most appropriate course of action.

RECOMMENDATION:

On October 14, 2025, the Planning Commission held a public hearing on the proposed general plan amendment. At that meeting, eight people spoke against the proposal. After discussion, the Planning Commission is forwarding a negative recommendation to the City Council with a 4-3 vote.

ALTERNATIVES:

1. Approve the General Plan Amendment.
2. Deny the General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:
"I move that we deny the Shaun Sullivan General Plan Amendment, based on the findings listed in the staff report."

Or…

"I move that we approve the Shaun Sullivan General Plan Amendment, based on the following findings…" (List any findings of fact)

FINDINGS FOR DENIAL:

1. The requested designation change would be out of scale and inconsistent with the surrounding land-use pattern shown on the City Land Use Map (adjoining parcels remain AE/low density), creating compatibility and neighborhood character problems.
2. The proposed designation change does not comply with the current stated goals for the AE General Plan category, Agricultural Estates.
3. A comprehensive General Plan amendment was conducted, compiled and approved by the City Council with recommendation by the Planning Commission in June of 2025 (only four months ago). This category was applied to this property with a good understanding of how it would build out.

Exhibit A
Applicant's Narrative

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

September 22, 2025

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

Re: Parcel SG-6-2-10-2328 General Plan Amendment Application

To whom it may concern:

We are submitting an application to amend the St. George General Plan on Parcel SG-6-2-10-2328 in St. George City. Currently, the parcel has an LDR designation. The owner desires to have the entire parcel designated MDR for a small townhome development to help fulfill the needs for more affordable housing in St. George.
Please see the attached maps.

We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.



Bob Hermandson
President

205 East Tabernacle #4
St. George, UT 84770

Ph. 435-673-2337
Fax 435-673-3161

Exhibit B
Public Comment

St.George
THE BRIGHTER SIDE

Dan Boles <daniel.boles@sgcityutah.gov>

Case No. 2025-GPA-015

1 message

Braydon Palmer [redacted] Mon, Oct 6, 2025 at 8:02 PM
To: dan.boles@sgcity.org

Braydon Palmer
Resident at: [redacted]

Members of the Planning Commission — thank you for your time.

I'm here today to respectfully urge you to deny the proposed change from Agricultural Estates — four dwellings per acre — to High-Density Residential at 10 to 15 dwellings per acre. This isn't just a technical zoning change; it's a decision that will permanently alter the character, safety, and livability of our neighborhood.

Across the street from my home, the city recently approved commercial "hobby hut" storage units. Those buildings now block our once-beautiful views of Snow Canyon, Red Mountain, and the open desert that drew many of us here. We accepted that change, but it came with a cost — the loss of our scenic identity. This new proposal threatens to take even more.

Our greatest concern now is traffic and safety. 1800 North is already one of the busiest collector roads in this area, carrying both residential and construction traffic. According to recent traffic counts from the city, daily vehicle trips on 1800 North already exceed 6,000 per day — well beyond what's typical for a residential street. Speeds regularly surpass the posted limit, and we've had multiple near-misses involving children and cyclists.

If this zone change is approved, the projected density could add an estimated 1,000 to 1,500 additional vehicle trips per day — an increase that our current infrastructure simply cannot handle safely. We have no continuous sidewalks, limited lighting, and few enforcement measures in place.

We're not opposed to growth — we understand it's part of a thriving city. But growth should be balanced, sustainable, and respectful of existing neighborhoods. We've already absorbed commercial development that changed our landscape. I ask that you not compound that impact by allowing high-density housing that will overwhelm our roads, compromise safety, and erase the rural, scenic character that makes this community special.

Please keep this parcel zoned Agricultural Estates — for the safety of our families, the preservation of our views, and the long-term integrity of our community.

Thank you for listening and for your service to our city.

St.George
THE BRIGHTER SIDE

Dan Boles <daniel.boles@sgcityutah.gov>

Shaun Sullivan General Plan Amendment Written Comments

1 message

ST Seegmiller [redacted] Wed, Oct 8, 2025 at 10:24 AM
To: dan.boles@sgcity.org

To The St. George City Planning Commission
RE: Shaun Sullivan General Plan Amendment Written Comments

We are very concerned about the proposed Shaun Sullivan General Plan Amendment that is being considered on 1800 North and 2100 West in St. George.
We are not able to make it to the Planning Meeting on Tuesday, Oct. 14th because of prior church commitments. We live on a neighboring street and we don't want high density property starting here. This is a single family neighborhood and we would like it to stay that way. There is a potential for other properties around our neighborhood to be sold and we don't want it moved into high density either. This would bring more traffic to the area and we already don't have road capacities for people that use the area and roads trying to get to Tuweap Drive and 2000 North. We are against the zoning change and would ask that it be left in AE - Agricultural Estates - 4 per acre.

We would ask that you think of the neighborhoods involved as you listen to the proposed changes.
We don't want high density starting here.

Thank you,

Stan and Teresa Seegmiller
[redacted]

St.George
THE BRIGHTER SIDE

Dan Boles <daniel.boles@sgcityutah.gov>

Please consider this email in the possible Shaun Sullivan general plan amendment

1 message

Cardin Frei [redacted] Mon, Oct 13, 2025 at 11:29 AM
To: dan.boles@sgcity.org

Dan Boles and City Staff,

We are currently out of the state on a family vacation that we have had planned for some time and we are unable to attend the meeting tomorrow night concerning the general plan in our area and getting it changed for a builder to be able to develop multi family homes. So this email is in place of us being there. I hope it is heard and valued in the decision.

This is concerning the possible Shaun Sullivan general plan amendment. We live on Carey lane and this would directly effect our entire area very negatively if this project for multi family housing were to happen.

It does not fit within the general plan, there is no multi family housing anywhere in the area. It would not be consistent with the area and general plan. With the general plan being re done recently also shows this was looked at and discussed and is not one from years ago that needs to be re done.

We simply ask this project does not happen and we do not support it. We simply ask that the general plan stays how it is planned, for 4 single family homes.

Thank you for your time and consideration.

- Sincerely Mitch and Cardin Frei

Sent from my iPhone

St.George
THE BRIGHTER SIDE

Dan Boles <daniel.boles@sgcityutah.gov>

Letter to Dan Boles & Planning Comission of St. George UT

1 message

BL Haughey [redacted] Sat, Oct 11, 2025 at 1:31 PM
To: dan.boles@sgcity.org

Dear City of St. George Planners, Planning Commission & Community Development,

I hereby respond to the letter dated 10/03/25 regarding change to the general development plan for the 0.97 lot located at the corner of 1800 AND 2100 W.
As I understand this lot under one acre wants designation and approval to create a high density 10-15 unit development. My input is this small parcel is not
suitable to handle this density and would adversely impact our community and surrounding residential single family communities as well!

I have been the HOA President at Sagewood At Seven Hills for the last four years and am deeply vested in my neighborhood as well as the surrounding areas.
We are directly South of this property. Ironwood is directly East and several newer residential homes on two cul-de-sacs are directly North.This proposed project does not blend in, does not enhance nor add anything other than another blight to our area such as the Hobby Hut Garages on 1800 N and Tuweap Drive.

Please consider all of us single family home residents that have lived here in relative peace and quiet with unobstructed views for the last twenty years.This project is totally out of harmony with our area and unnecessary. Let's develop responsibly with 2 or 3 residential single family homes that would fit this 0.97 lot. Case # 2025-GPA-015. Thank you for this opportunity to voice our objection to this type of high density development in our single family residential areas.

Respectfully,
Bonnie L. Haughey HOA President of Sagewood at Seven Hills
Please forward this email to all interested parties involved.

St.George
THE BRIGHTER SIDE

Dan Boles <daniel.boles@sgcityutah.gov>

Case No. 2025-GPA.015

1 message

Brian Lacher [redacted] Mon, Oct 13, 2025 at 10:30 PM
To: dan.boles@sgcity.org

Brian Lacher
[redacted]

Dear Members of the Planning Commision,

My name is Brian Lacher and I am a resident of Sagewood at Seven Hills, located in close proximity to the proposed site for the 10 to 15 dwelling project at the North West corner of 1800 North and 2100 West. I am writing to formally express my opposition to the proposed change that would allow for this development.

The proposed project, which would introduce 10 to 15 additional dwellings in our neighborhood, raises several concerns that I believe will have a detrimental impact on the local community. My primary concerns include:

1. **Traffic and Safety**: The increased number of units will inevitably result in higher traffic volume, which could exacerbate congestion on our already busy roads. Given the proximity of nearby schools/parks/intersections, this poses a significant safety risk to pedestrians, children, and other residents.

2. **Strain on Local Infrastructure**: Our area already faces challenges with local infrastructure, including water, sewage, and public transportation. The addition of 10-15 new dwellings would place further strain on these systems, potentially leading to service disruptions or higher maintenance costs for the city.

3. **Community Character**: The change would dramatically alter the character of our neighborhood, which is known for its quiet residential nature/low-density housing spaces. A large-scale development would be inconsistent with the existing architectural style and density, leading to a loss of the unique charm that our community currently enjoys.

4. **Property Values**: Several residents, including myself, are concerned about the potential negative impact on property values. The overdevelopment of the area could lead to overcrowding and a reduction in the desirability of living in this neighborhood.

In light of these concerns, I respectfully ask that the change not be approved. While I understand that development may be necessary for growth, I believe this project, in its current form, is not compatible with the needs or character of our community. I kindly urge the board to take into consideration the voices of the residents who will be directly affected by this decision.

Thank you for your time and attention to this matter. I trust you will carefully review the implications of this project on our community and make a decision that best serves the long-term interests of our neighborhood.

Sincerely,
Brian Lacher

Sent from my iPhone

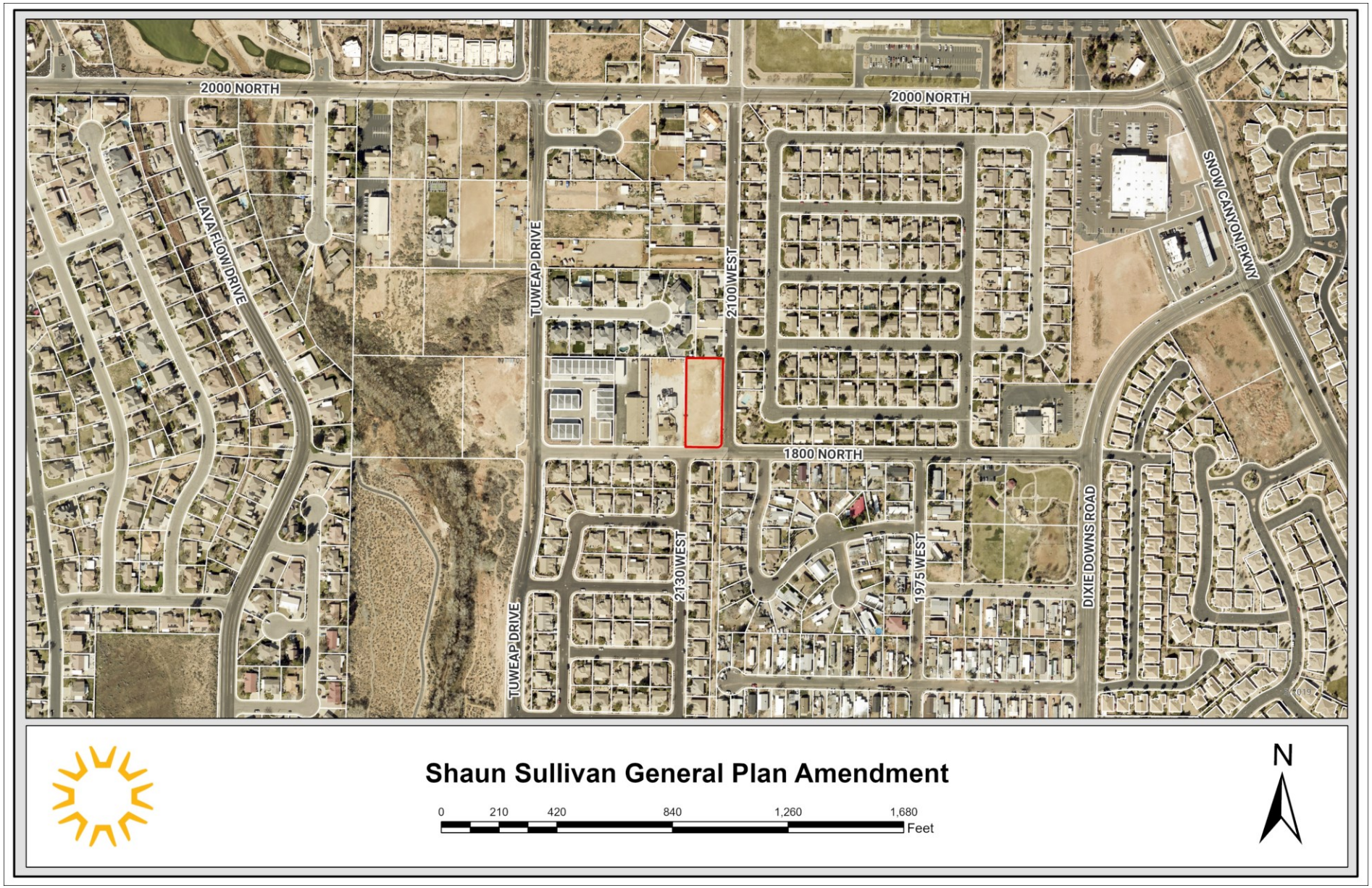
Exhibit C
PowerPoint Presentation



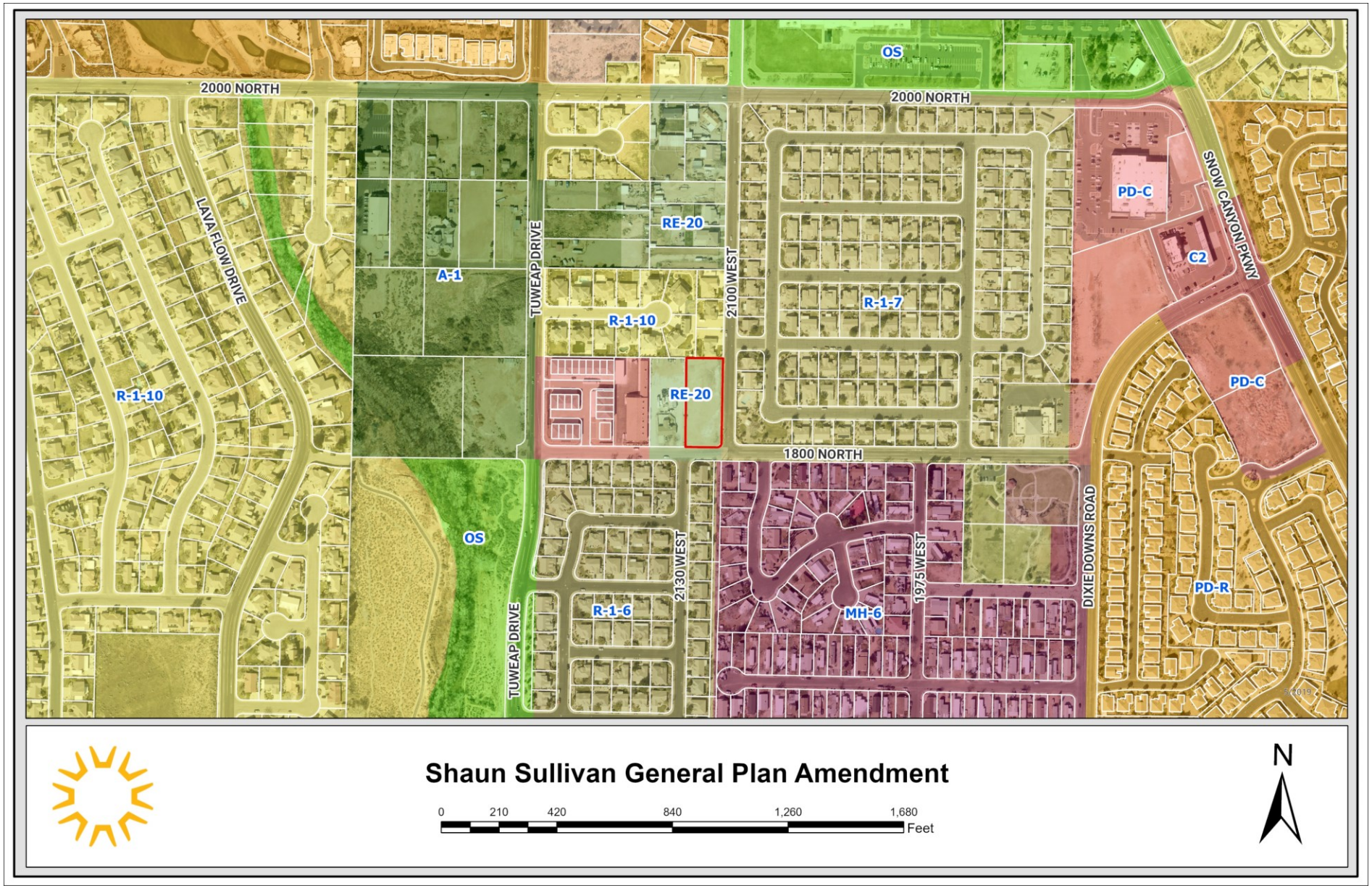
Shaun Sullivan
General Plan Amendment

2025-GPA-015

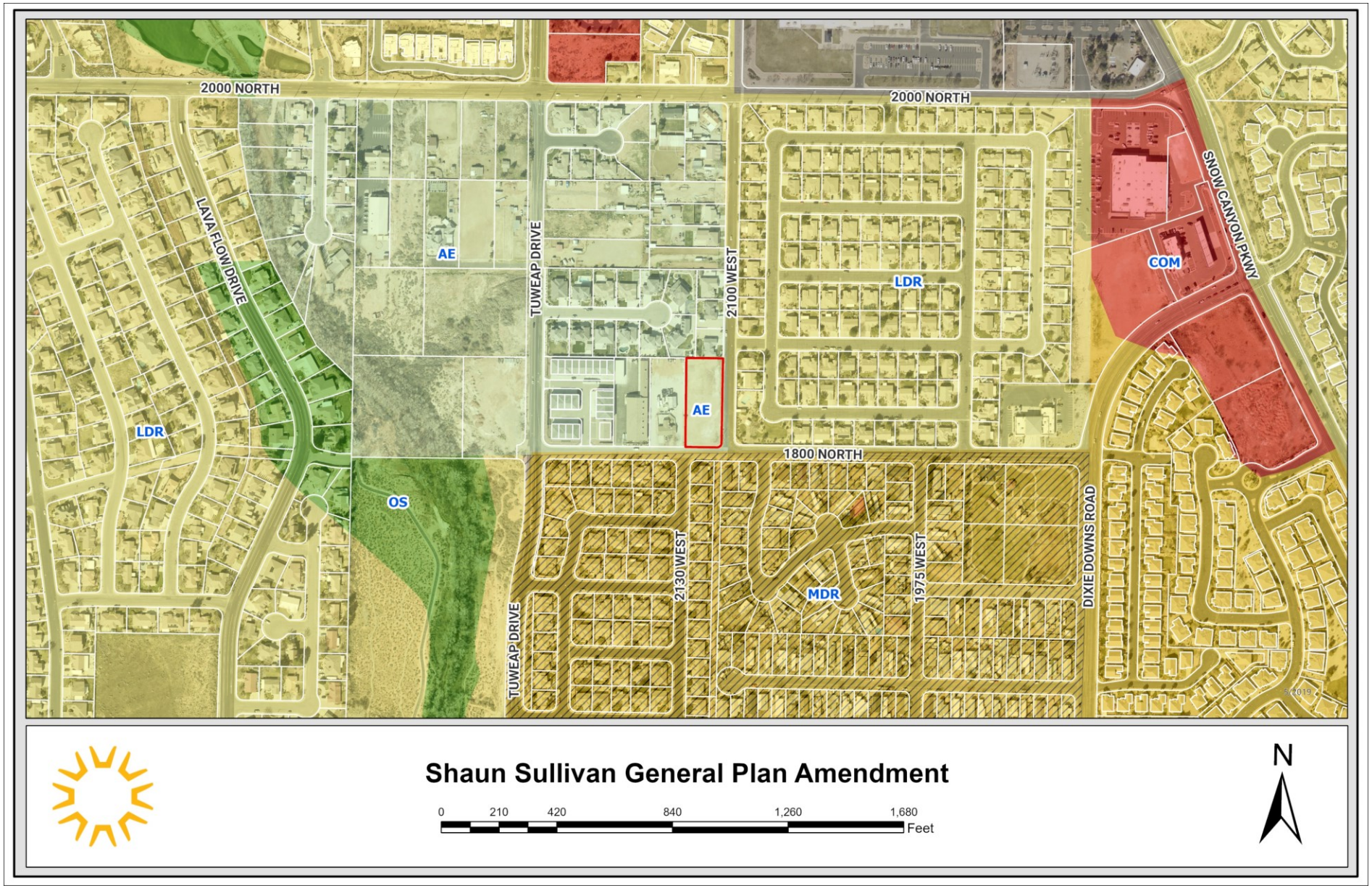
Aerial Map


2000 NORTH
2000 NORTH
LAVA FLOW DRIVE
TUWEAP DRIVE
2100 WEST
SNOW CANYON PKWY
1800 NORTH
2130 WEST
1975 WEST
DIXIE DOWNS ROAD
TUWEAP DRIVE
Shaun Sullivan General Plan Amendment
0
210
420
840
1,260
1,680
Feet
N

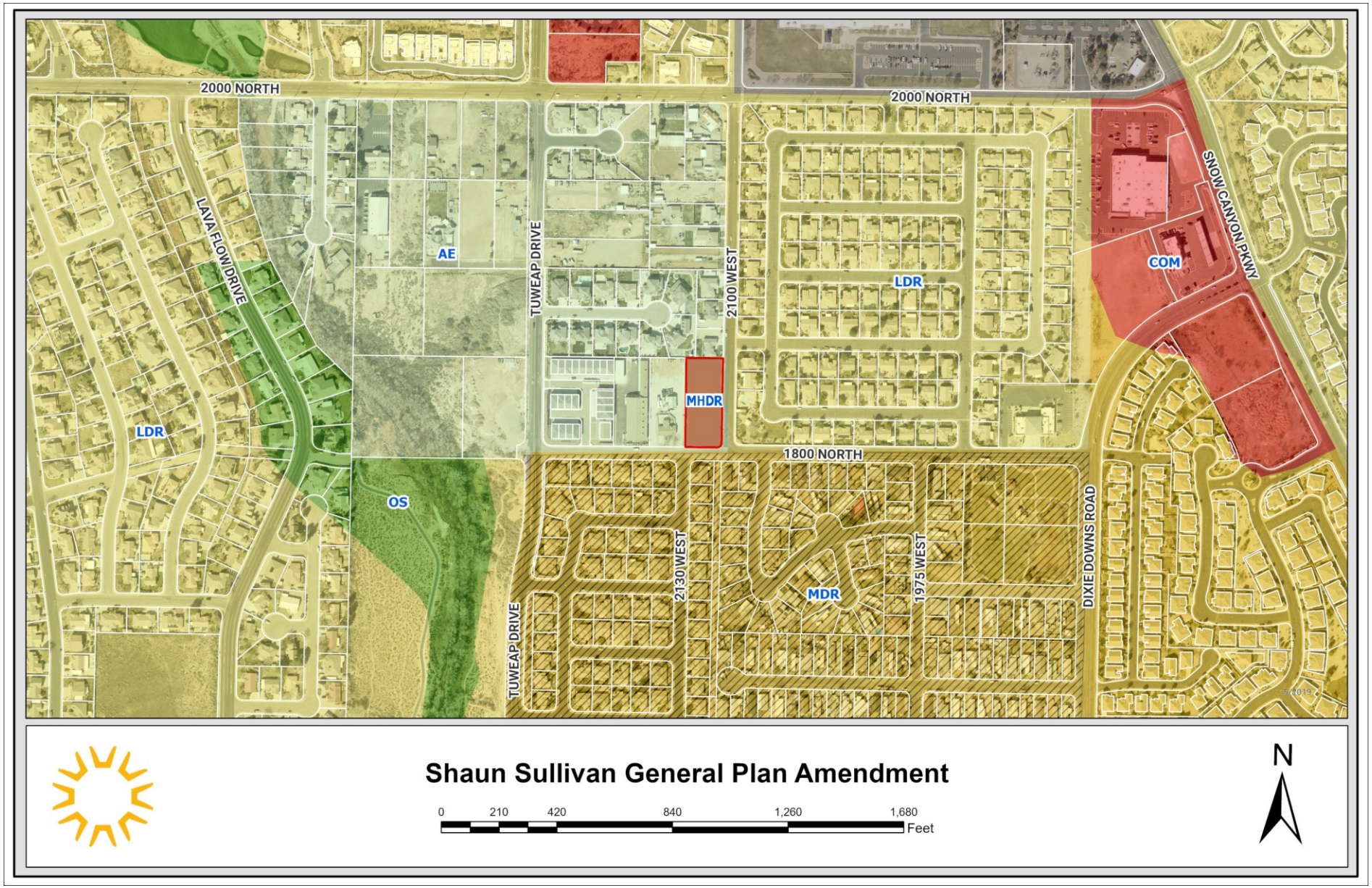
Zoning Map


2000 NORTH
LAVA FLOW DRIVE
R-1-10
A-1
TUWEAP DRIVE
RE-20
R-1-10
RE-20
2100 WEST
OS
2000 NORTH
R-1-7
PD-C
C2
SNOW CANYON PKWY
PD-C
1800 NORTH
OS
TUWEAP DRIVE
R-1-6
2130 WEST
MH-6
1975 WEST
DIXIE DOWNS ROAD
PD-R
Shaun Sullivan General Plan Amendment
0
210
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840
1,260
1,680
Feet
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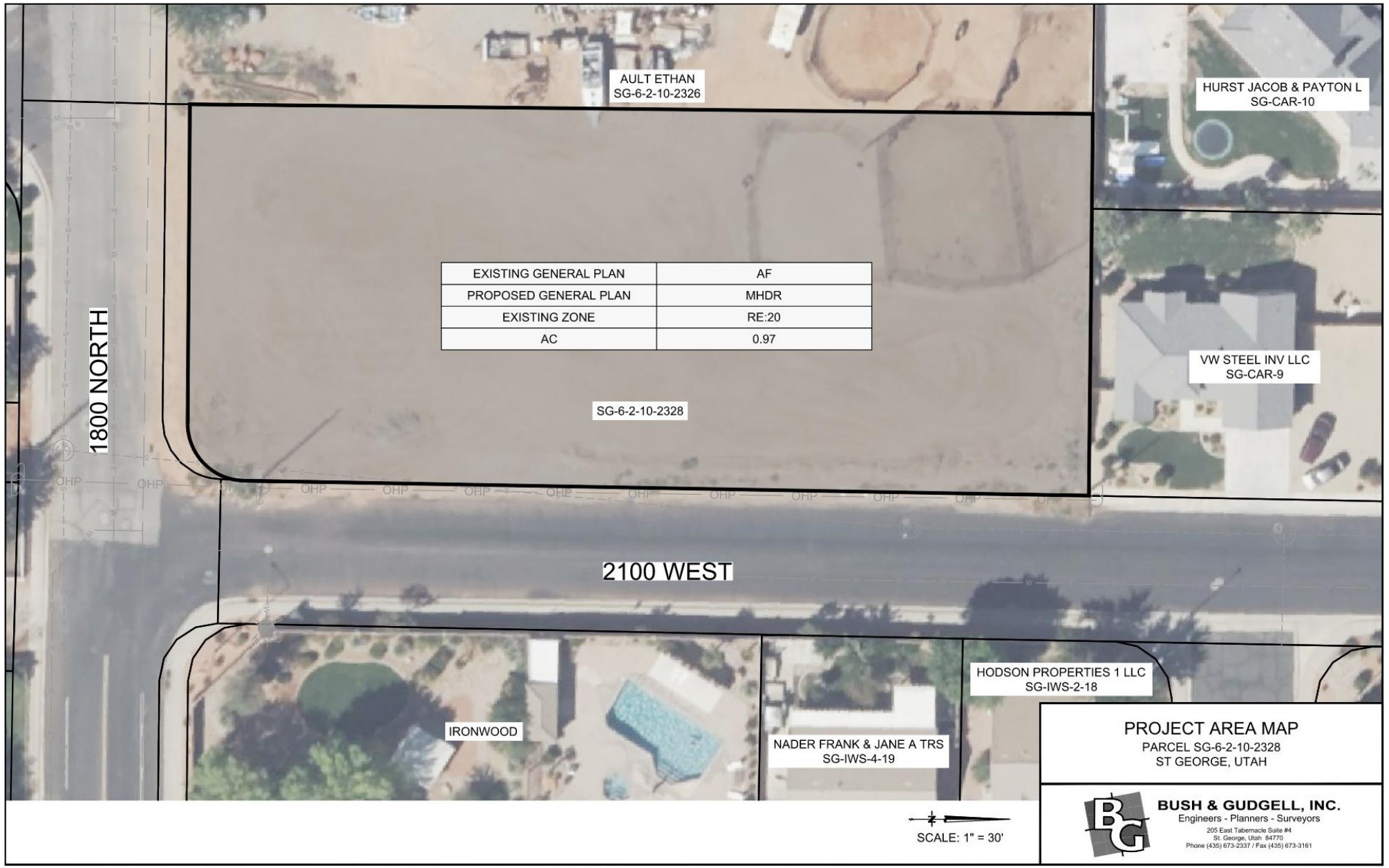
General Plan Map



Proposed General Plan Map



Project Area Map



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM AE (AGRICULTURAL ESTATES) TO MHDR (MEDIUM HIGH DENSITY RESIDENTIAL) ON APPROXIMATELY 0.97 ACRES GENERALLY LOCATED ON THE NORTH-WEST CORNER OF 1800 NORTH AND 2100 WEST FOR A PROJECT TO BE KNOWN AS SHAUN SULLIVAN GENERAL PLAN AMENDENT.

(Shaun Sullivan GPA)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from AE (Agricultural Estates) to MHDR (Medium High Density Residential) on approximately 0.97 acres generally located on the north-west corner of 1800 North and 2100 West; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on November 6, 2025; and

WHEREAS, the Planning Commission held a public hearing on this request on October 14, 2025, and recommended denial of the General Plan amendment with a 4-3 vote; and

WHEREAS, the City Council has determined that notwithstanding the recommendation of the Planning Commission, an amendment to the General Plan Future Land Use Map is consistent with the goals, objectives and the policies in the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from AE (Agricultural Estates) to MHDR (Medium High Density Residential) on approximately 0.97 acres generally located on the north-west corner of 1800 North and 2100 West and more specifically described on Exhibit “A” attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:

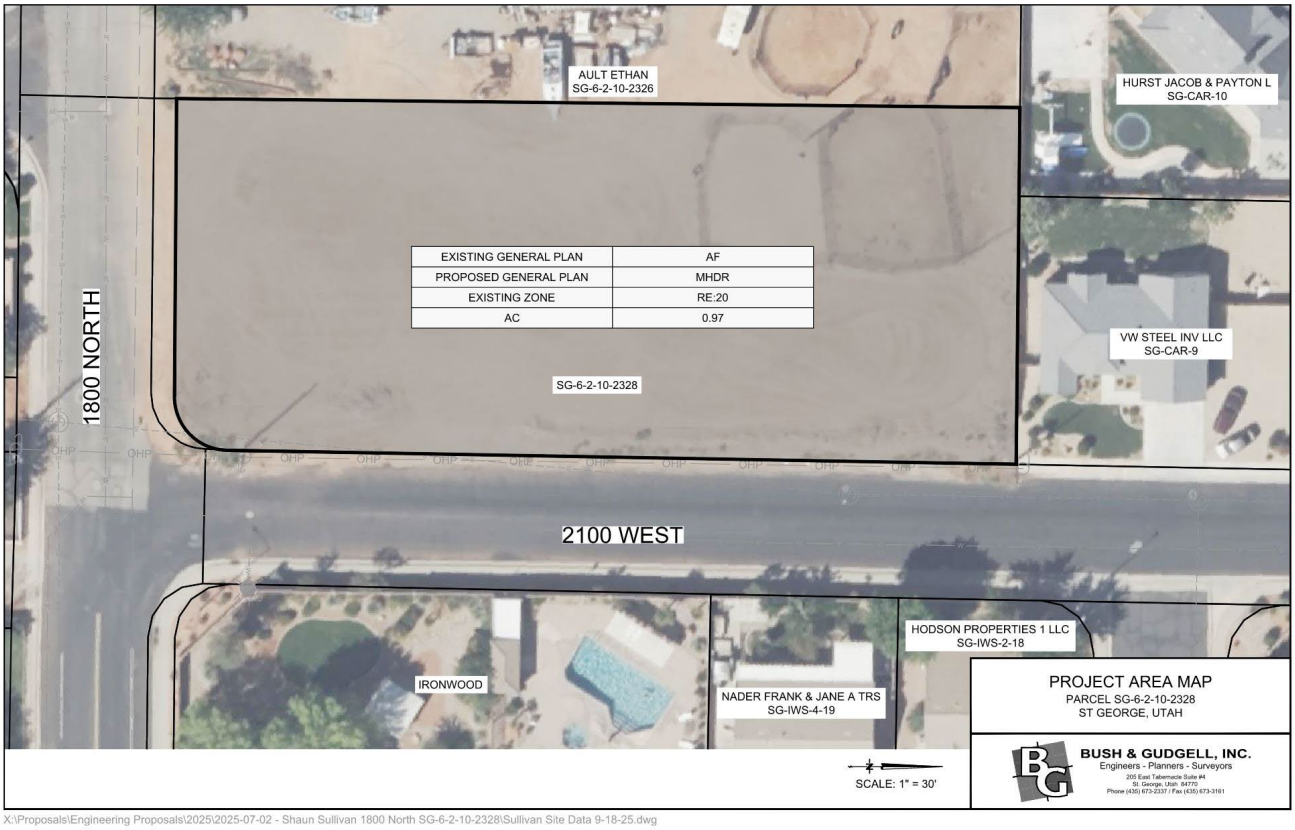
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A”
Location of General Plan Amendment
for Shaun Sullivan GPA



X:\Proposals\Engineering Proposals\2025\2025-07-02 - Shaun Sullivan 1800 North SG-6-2-10-2328\Sullivan Site Data 9-18-25.dwg

Agenda Date: 11/06/2025 **Agenda Item Number:** 09

Subject:

Consider approval of Ordinance No. 2025-095 amending the Citys General Plan by changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 5.0 acres located west of the Tuscan Hills and Tuscan Heights development. (Case No. 2025-GPA-014 - Planetboys Commercial GPA)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson - Bush & Gudgell

Reference Number: 2025-GPA-014

Address/Location:

Generally located west of the Tuscan Hills and Tuscan Heights development.

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

The General Plan on the subject property calls for LDR (Low Density Residential). LDR and OS (Open Space) are prevalent in the area. With some of the changes anticipated in the area, the applicant is asking for a change of general plan designation from LDR (Low Density Residential) to COM (Commercial) on 5.0 acres of their property. The Planning Commission heard their request and held a public hearing on October 14, 2025 and recommend approval with a 7-0 vote and no conditions.

Staff Narrative (need/purpose):

The General Plan in this particular area has traditionally anticipated a primarily residential development pattern. Some things have changed over the years which has prompted this request for a change in General Plan designation. First, is the planning and impending construction of Gap Canyon Drive. Second, the adjacent property to the north is in the middle of master planning their property and will likely bring an application forward in the very near future. Because of the activity in Divario, specifically with Planning Areas (PA) 1-3 along with Grand View, the lower portion of Gap Canyon, Sky Rocket Road and Dixie Drive have been top of mind. As development continues to proceed along Dixie Drive and the Tonaquint/Green Valley areas, the need for commercial development will continue to increase.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing on October 14, 2025. No public comment was received at that meeting. Planning Commission recommends approval of the General Plan Amendment with a vote of 7-0.

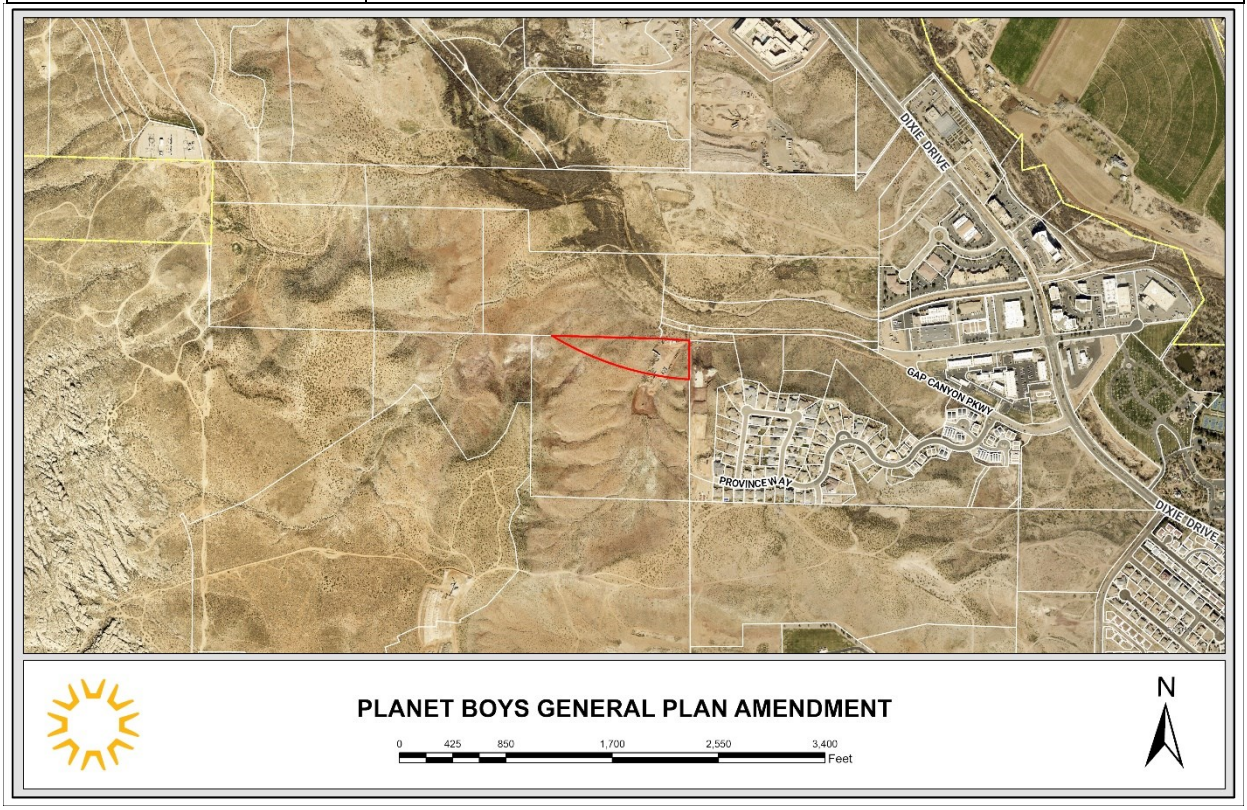
Attachments

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2025**
CITY COUNCIL AGENDA REPORT: **11/06/2025**

Planetboys Commercial GPA General Plan Amendment (Case No. 2025-GPA-014)	
Request:	Consider a change to the General Plan future land-use map from LDR (Low Density Residential) to COM (Commercial). The site is approximately 5.0 acres and generally located west of the Tuscan Hills and Tuscan Heights development.
Applicant:	Bush & Gudgell
Representative:	Bob Hermandson
Location:	Generally located west of the Tuscan Hills and Tuscan Heights development.
Existing General Plan:	MDR (Medium Density Residential) and LDR (Low Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	PD-R (Planned Development Residential)
Land Area:	Approximately 5.00 acres



BACKGROUND:
The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. The General Plan in this particular area has traditionally anticipated a primarily residential development pattern. Some things have changed over the years which has prompted this request for a change in General Plan designation.

First, is the planning and impending construction of Gap Canyon Drive. Gap Canyon Drive (formerly Plantations) has been discussed and master planned for years but an exact alignment has only been determined as property owners have started preparations for development. The subject property is a single, 41 acre parcel currently, but is likely to be developed residentially. That said, due to the proximity to Gap Canyon Drive, and given the potential commercial development on adjacent properties, the applicant sees the northern five acres best suited to develop commercially. Hence, the request for a commercial designation.

Second, as previously alluded to, the adjacent property to the north is in the middle of master planning their property and will likely bring an application forward in the very near future. This has been a work in progress through multiple years. When the General Plan was approved in June of this year, master planning this area was still under consideration of the property owners. They have since come to a consensus and will bring that application forward in the near future.

Because of the activity in Divario, specifically with Planning Areas (PA) 1-3 along with Grand View, the lower portion of Gap Canyon, Sky Rocket Road and Dixie Drive have been top of mind. As development continues to proceed along Dixie Drive and the Tonaquint/Green Valley areas, the need for commercial development will continue to increase.

RECOMMENDATION:
Planning Commission held a public hearing on October 14, 2025. No public comment was received at that meeting. Planning Commission recommends approval of the General Plan Amendment with a vote of 7-0.

ALTERNATIVES:
1. Approve the General Plan Amendment.
2. Deny the General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:
“I move that we approve the Planetboys Commercial General Plan Amendment, based on the findings listed in the staff report.”

FINDINGS FOR APPROVAL:

1. The proposed land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
2. The proposed land use amendment is strategically supported by the proximity of the northern five acres of the 41-acre parcel to the impending Gap Canyon Drive, enhancing accessibility and making the site suitable for commercial development without adversely impacting the surrounding area.
3. The proposed land use amendment aligns with the master planning of the adjacent northern property, which is expected to propose commercial development soon, ensuring a cohesive and compatible development pattern in the region.
4. The proposed land use amendment addresses the growing demand for commercial services driven by ongoing development in Divario's Planning Areas 1-3, Grand View, Sky Rocket Road, and Dixie Drive, supporting the needs of the expanding Tonaquint/Green Valley communities.
5. The proposed land use amendment will promote economic growth and community benefits by providing opportunities for commercial services, reducing the need for residents to travel outside the area for amenities, and supporting balanced development.

Exhibit A
Applicant's Narrative

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

September 23, 2025

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

Re: Parcel SG-7563-A General Plan Amendment Application

To whom it may concern:

We are submitting an application to amend the St. George General Plan on a 5.00-acre portion of Parcel SG-7563-A in St. George City. Currently, the parcel has an LDR designation. The owner desires to have the entire parcel designated COM due to its being adjacent to Gap Canyon Parkway and to fulfill the needs of the growing residential population in the area. Please see the attached maps.

We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.



Bob Hermandson
President

205 East Tabernacle #4
St. George, UT 84770

Ph. 435-673-2337
Fax 435-673-3161

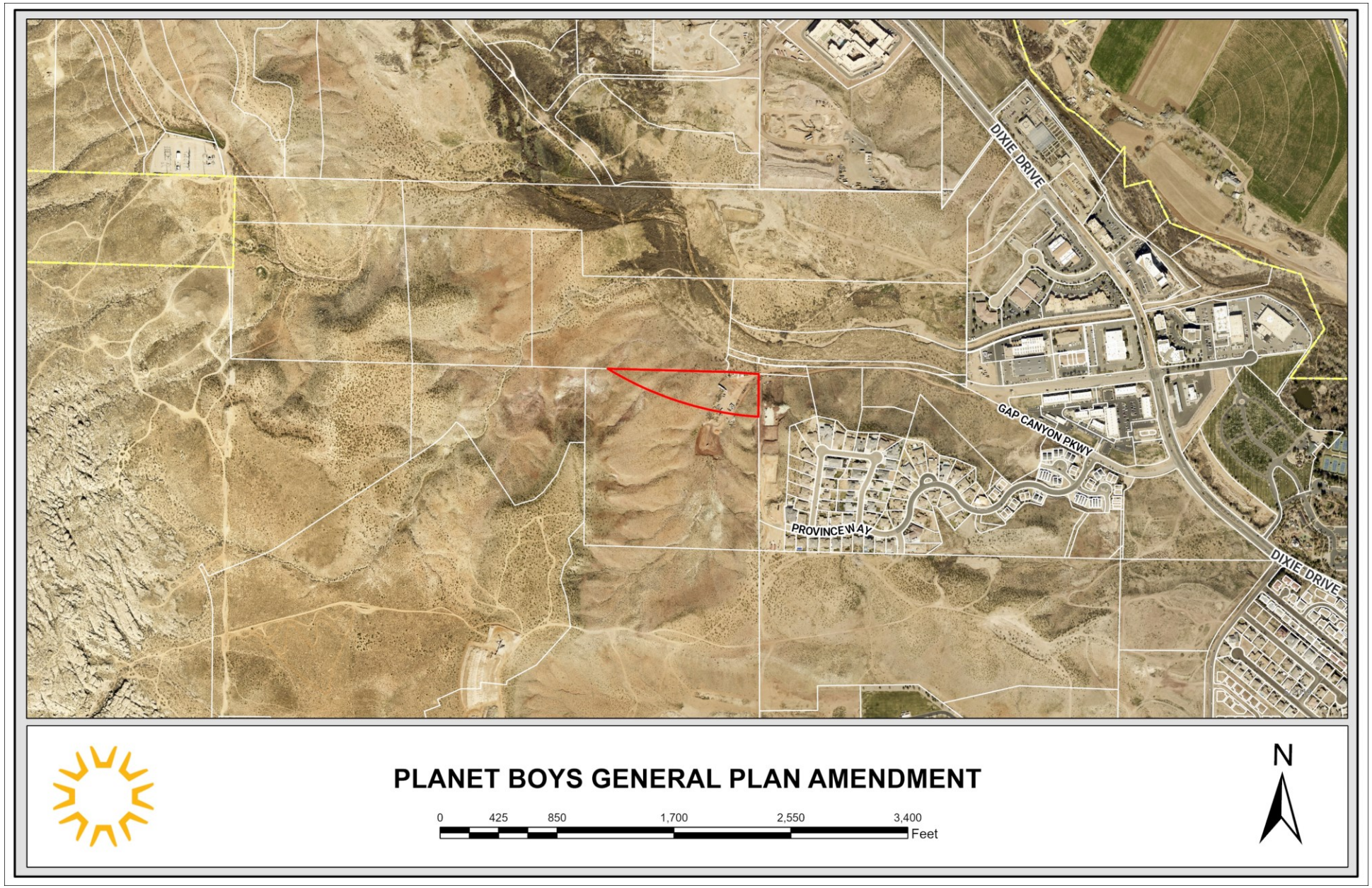
Exhibit B
PowerPoint Presentation



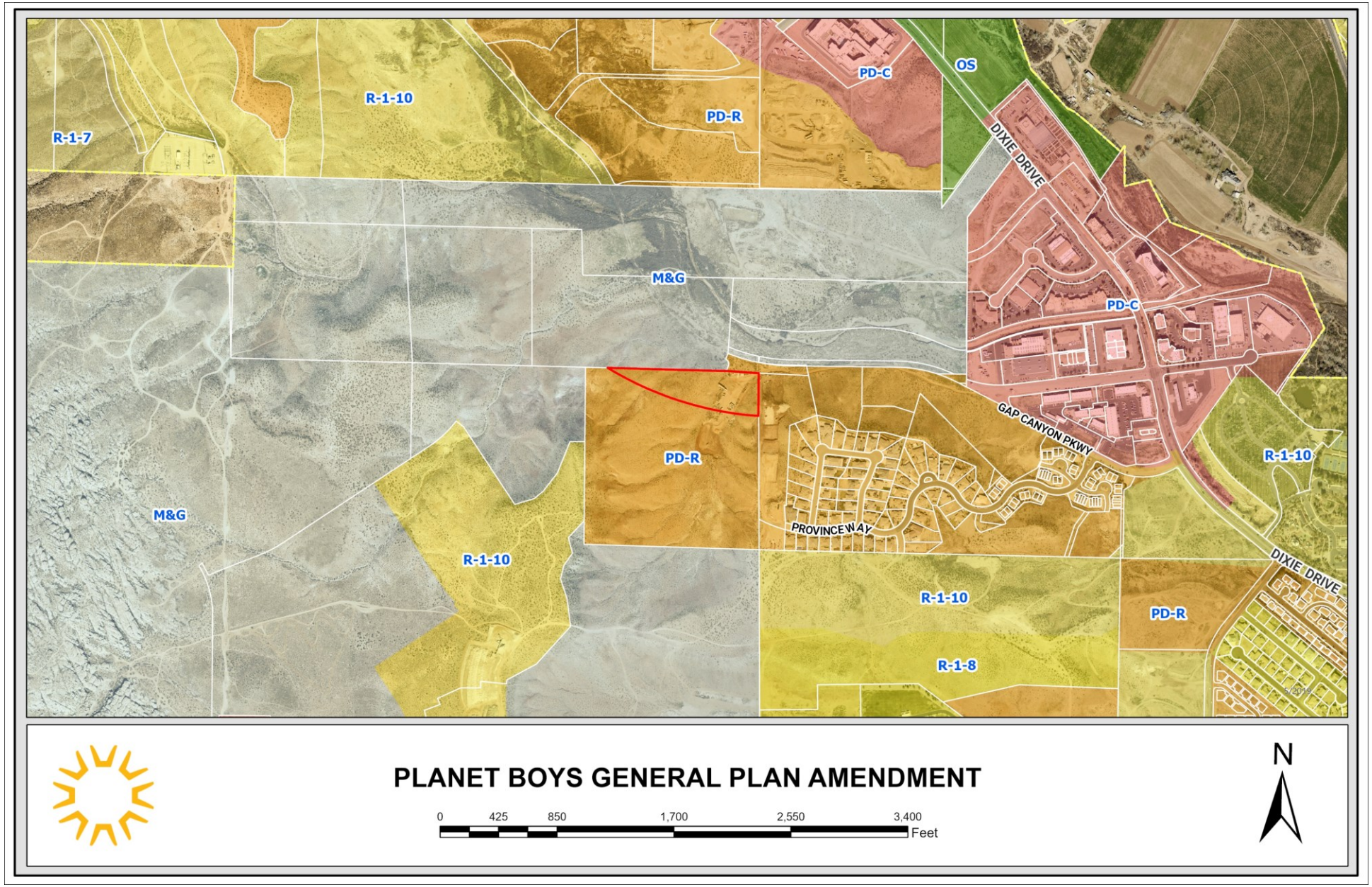
Planetboys Commercial General Plan Amendment

2025-GPA-014

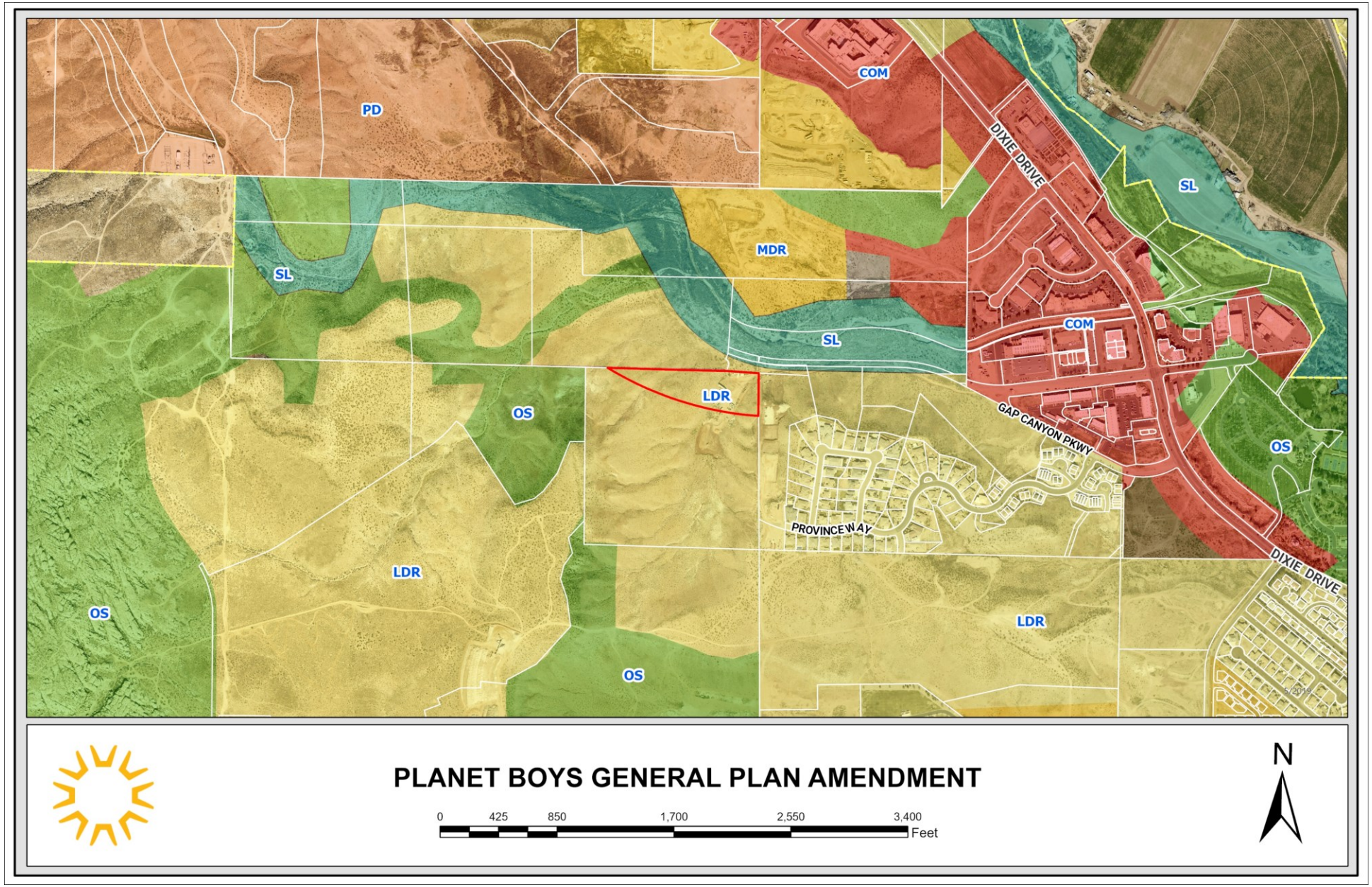
Aerial Map


DIXIE DRIVE
GAP CANYON PKWY
PROVINCE WAY
DIXIE DRIVE
PLANET BOYS GENERAL PLAN AMENDMENT
0
425
850
1,700
2,550
3,400
Feet
N

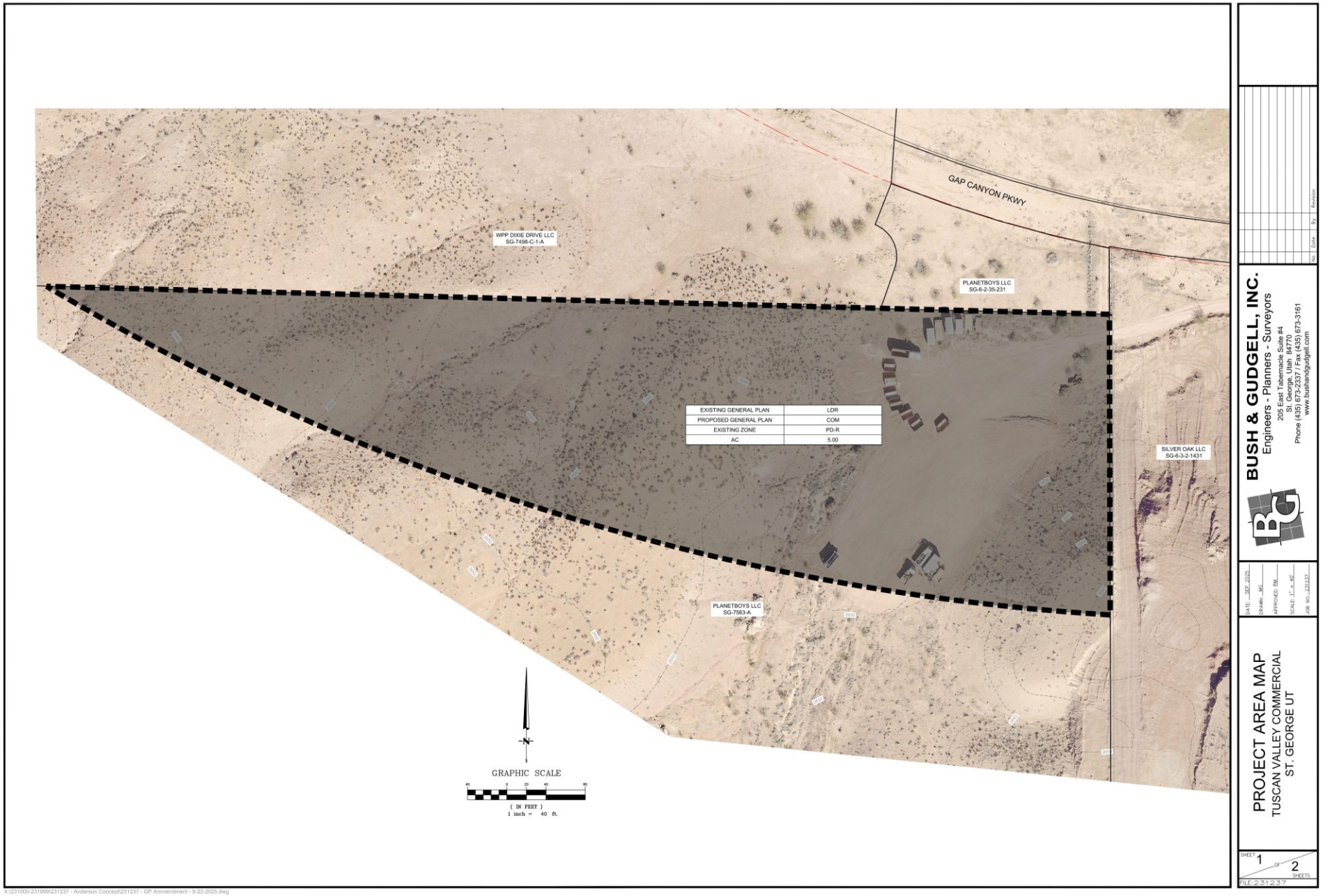
Zoning Map


R-1-7
R-1-10
PD-R
PD-C
OS
DIXIE DRIVE
M&G
PD-C
GAP CANYON PKWY
R-1-10
PD-R
M&G
PROVINCE WAY
R-1-10
DIXIE DRIVE
R-1-10
PD-R
R-1-8
PLANET BOYS GENERAL PLAN AMENDMENT
0 425 850 1,700 2,550 3,400
Feet
N

General Plan Map



Site Map


GAP CANYON PKWY
WPP DIXIE DRIVE LLC
SG-7498-C-1-A
PLANETBOYS LLC
SG-6-2-35-231
SILVER OAK LLC
SG-6-3-2-1431
PLANETBOYS LLC
SG-7563-A
EXISTING GENERAL PLAN | LDR
PROPOSED GENERAL PLAN | COM
EXISTING ZONE | PD-R
AC | 5.00
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
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
PROJECT AREA MAP
TUSCAN VALLEY COMMERCIAL
ST. GEORGE UT
SHEET 1 OF 2 SHEETS
FILE: 231237

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 5.00 ACRES GENERALLY LOCATED WEST OF THE TUSCAN HILLS AND TUSCAN HEIGHTS DEVELOPMENT FOR A PROJECT TO BE KNOWN AS OLD FARM.

(Planetboys Commercial)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to (COM) Commercial on approximately 5.00 acres generally located west of the Tuscan Hills and Tuscan Heights development; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on November 6, 2025; and

WHEREAS, the Planning Commission held a public hearing on this request on October 14, 2025, and recommended approval with a 7-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals, objectives and the policies in the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to Commercial on approximately 5.00 acres generally located west of the Tuscan Hills and Tuscan Heights development and more specifically described on Exhibit “A” attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:

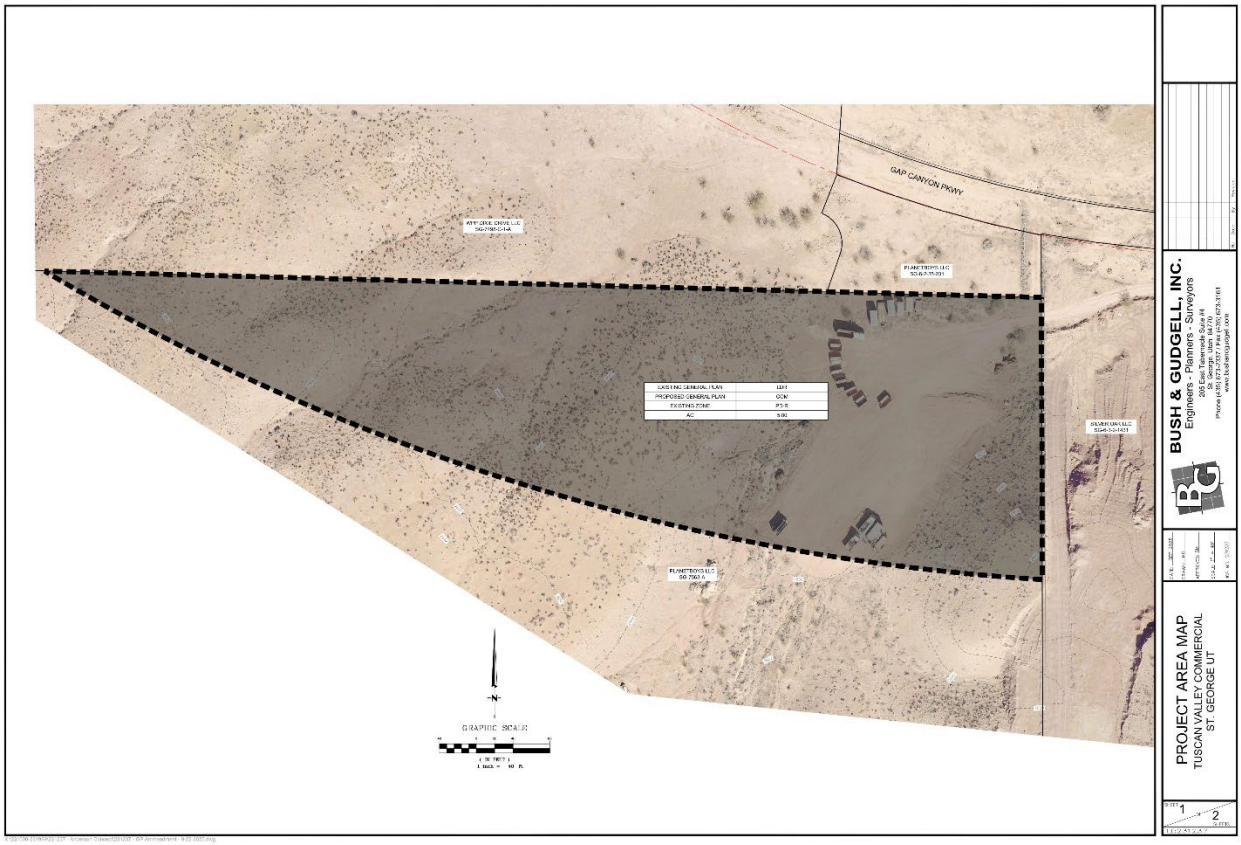
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A”
Location of General Plan Amendment
for Planetboys Commercial



Agenda Date: 11/06/2025 **Agenda Item Number:** 10

Subject:

Consider approval of Ordinance No. 2025-096 amending the City General Plan by changing the general plan from AE (Agriculture Estates) to MDR (Medium Density Residential) and SL (Sensitive Lands) on approximately 10.977 acres generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community. (Case No. 2025-GPA-013 - Desert Canyons Addition 2)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Desert Canyons Development, Inc.

Reference Number: 2025-GPA-013

Address/Location:

Generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community.

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

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. In September 2025, the City Council approved an ordinance to annex the property mentioned above into the City of St. George. Per 10-1-11 of City Code, all new annexed areas shall be assigned a general plan land use designation of AE (Agricultural Estates) and zoned A-20 (Agricultural).

Staff Narrative (need/purpose):

The proposed general plan amendment aims to align with the general plan land use designation of MDR (Medium Density Residential) assigned to the Desert Canyons Master Planned Community directly to the west. The amendment would also include a SL (Sensitive Lands) designation for approximately 1.6 acres over the Fort Pierce Wash. The property is currently zoned A-20 (Agricultural, 20 acres minimum). Changing the General plan is intended to pave the way for a future zone change to a Planned Development (PD).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on October 14, 2025, and recommended approval of this General Plan Amendment with a 7-0 vote.

Attachments

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2025**
CITY COUNCIL AGENDA REPORT: **11/06/2025**

Desert Canyons Addition 2 General Plan Amendment (Case No. 2025-GPA-013)	
Request:	Consider a change to the general plan future land-use map from AE (Agricultural Estates) to MDR (Medium Density Residential) and SL (Sensitive Lands). The site is approximately 10.977 acres and generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community.
Applicant:	Desert Canyons Development, Inc.
Representative:	Curt Gordon
Location:	Generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community.
Existing General Plan:	AE (Agricultural Estates)
Proposed General Plan:	MDR (Medium Density Residential) and SL (Sensitive Lands)
Existing Zoning:	A-20 (Agricultural)
Land Area:	Approximately 10.977 acres



BACKGROUND:
The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. In September 2025, the City Council approved an ordinance to annex the property mentioned above into the City of St. George. Per 10-1-11 of City Code, all new annexed areas shall be assigned a general plan land use designation of AE (Agricultural Estates) and zoned A-20 (Agricultural). The proposed general plan amendment aims to align with the general plan land use designation of MDR (Medium Density Residential) assigned to the Desert Canyons Master Planned Community directly to the west. The amendment would also include a SL (Sensitive Lands) designation for approximately 1.6 acres over the Fort Pierce Wash.

The property is currently zoned A-20 (Agricultural, 20 acres minimum). Changing the General plan is intended to pave the way for a future zone change to a Planned Development (PD).

RECOMMENDATION:
The Planning Commission held a public hearing on October 14, 2025, and recommended approval of this General Plan Amendment with a 7-0 vote with no conditions.

ALTERNATIVES:
1. Approve the General Plan Amendment.
2. Deny the General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:
"I move that we approve the Desert Canyons Addition 2 General Plan Amendment, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:
1. The proposed land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
2. The general plan has already established that medium-density residential uses and zoning could be supported in the general vicinity in the future. Extending the residential density would not be a new concept in this area.
3. The proposed land use amendment aligns with Section 2.3 of the general plan by allowing appropriate density near an area with existing medium-density development.

Exhibit A
Applicant's Narrative

DESERT CANYONS ADDITION 2

GENERAL PLAN AMENDMENT NARRATIVE

8/26/25

Purpose of the Application

This general plan application seeks to change the General Plan designation of a 10.977-acre property, known as Desert Canyons Addition 2, to Medium Density Residential (MDR).

Property Location & Status

The property was recently annexed into the City on September 4, 2025. It is currently zoned A-20. The site is located approximately 15.5 miles east of I-15, near the Utah/Arizona border.

The property is bordered by:

- The Arizona border (BLM land) to the south.
- The Desert Canyons Master Planned Community to the west and north.
- Unincorporated private property (Washington County) to the east.

Site Characteristics & Utilities

The entire property has a flat topography, with a portion of the Fort Pearce Wash located at its northern tip.

Access to the site will be provided by Desert Canyons Parkway and Back Lot Crossing. Both roads connect directly to the Southern Parkway. The area will be served by all standard utilities—including sanitary sewer, water, power, gas, and telecommunications—which already exist in Desert Canyons Parkway and will be extended to accommodate the new development.

Proposed Designation

The proposed Medium Density Residential (MDR) designation is consistent with the general plan designation of the adjoining lands within the City of St. George.

Additionally, the area of the Fort Pearce Wash is expected to be designated as a floodplain once the ongoing CLOMR study is completed.

Exhibit B
PowerPoint Presentation



DESERT CANYONS ADDITION 2 GENERAL PLAN AMENDMENT

2025-GPA-013

AERIAL MAP


SHELBY LN
DELORIAN LN
COBRA LN
FOOTHILL RIDGE DR
No Label
DESERT CANYONS PKWY
TRIUMPH WAY
SALTED CARMEL LN
SARA BRYNN LN

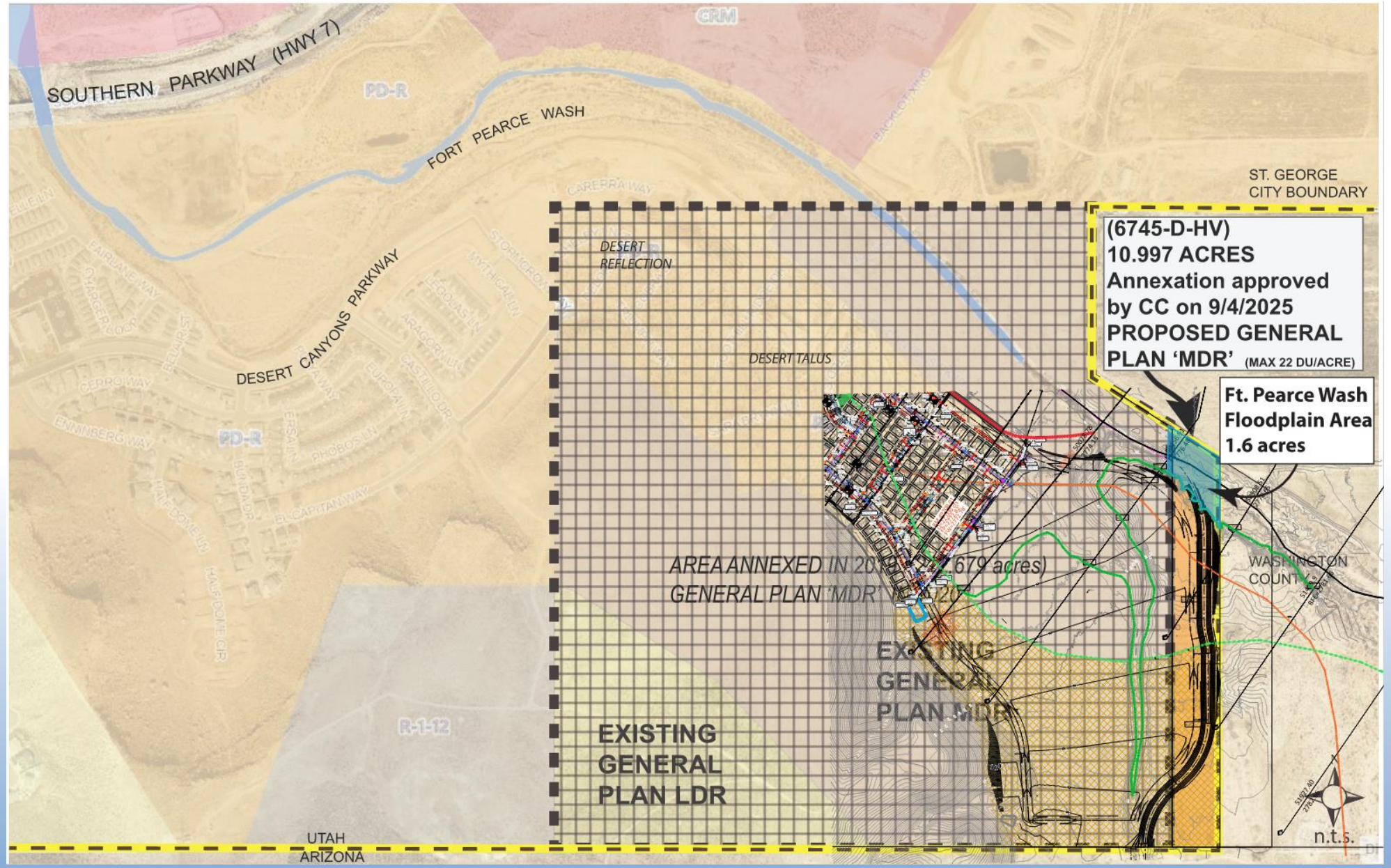
ZONING MAP


PD-R
SHELBY LN
DELORIAN LN
COBRA LN
FOOTHILL RIDGE DR
TRIUMPH WAY
SARA BRYNN LN
DESERT CANYONS PKWY
No Label
PD-R
A-20

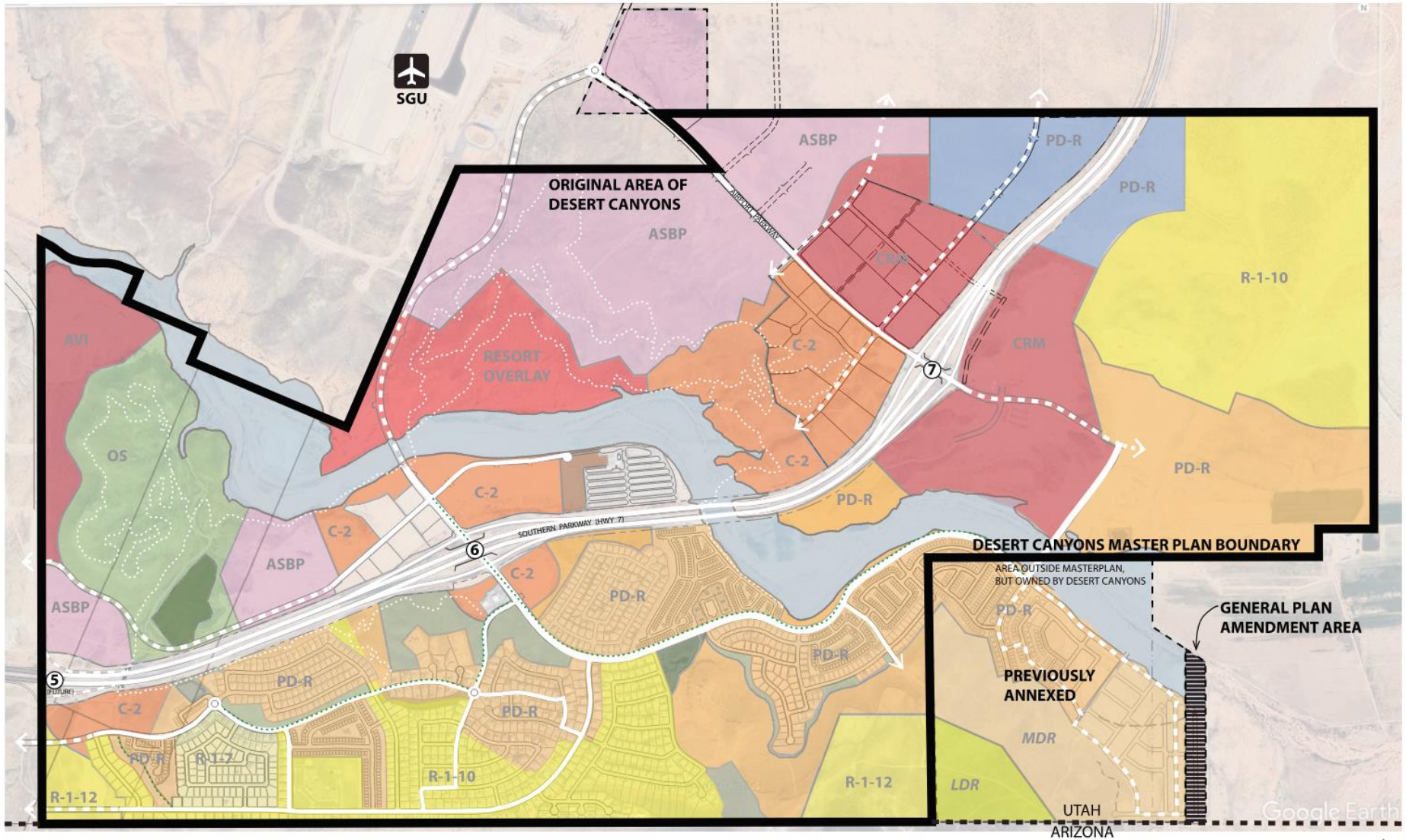
GENERAL PLAN MAP



PROPOSED GENERAL PLAN AMENDMENT



EXHIBIT


SGU
ORIGINAL AREA OF DESERT CANYONS
ASBP
PD-R
R-1-10
CRM
AVI
OS
RESORT OVERLAY
C-2
SOUTHERN PARKWAY (HWY 7)
DESERT CANYONS MASTER PLAN BOUNDARY
AREA OUTSIDE MASTERPLAN, BUT OWNED BY DESERT CANYONS
GENERAL PLAN AMENDMENT AREA
PREVIOUSLY ANNEXED
MDR
LDR
R-1-12
UTAH
ARIZONA
Google Earth
LEGEND:
SOUTHERN PARKWAY
EXISTING ROADWAY
PLANNED ROADWAY
POSSIBLE ACCESS
OVERPASS
FORT PEARCE WASH
PRIVATE TRAIL
DEDICATED TRAIL
PARK AREA
OPEN / COMMON / CITY LAND
FEET
INCHES
Zoning Map
April 2025

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM AE (AGRICULTURAL ESTATES) TO MDR (MEDIUM DENSITY RESIDENTIAL) AND SL (SENSITIVE LANDS) ON APPROXIMATELY 10.98 ACRES GENERALLY LOCATED SOUTH OF SOUTHERN PARKWAY AND EAST OF THE DESERT CANYONS MASTER PLANNED COMMUNITY FOR A PROJECT TO BE KNOWN AS DESERT CANYONS ADDITION 2.

(Desert Canyons Addition 2)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from AE (Agricultural Estates) to MDR (Medium Density Residential) and SL (Sensitive Lands) on approximately 10.98 acres generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on November 6, 2025; and

WHEREAS, the Planning Commission held a public hearing on this request on October 14, 2025, and recommended approval with a 7-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals, objectives, and policies in the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from AE (Agriculture Estates) to MDR (Medium Density Residential) and SL (Sensitive Lands) on approximately 10.98 acres, generally located south of Southern Parkway and east of the Desert Canyons Master Planned Community and more specifically described on Exhibit “A” attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:

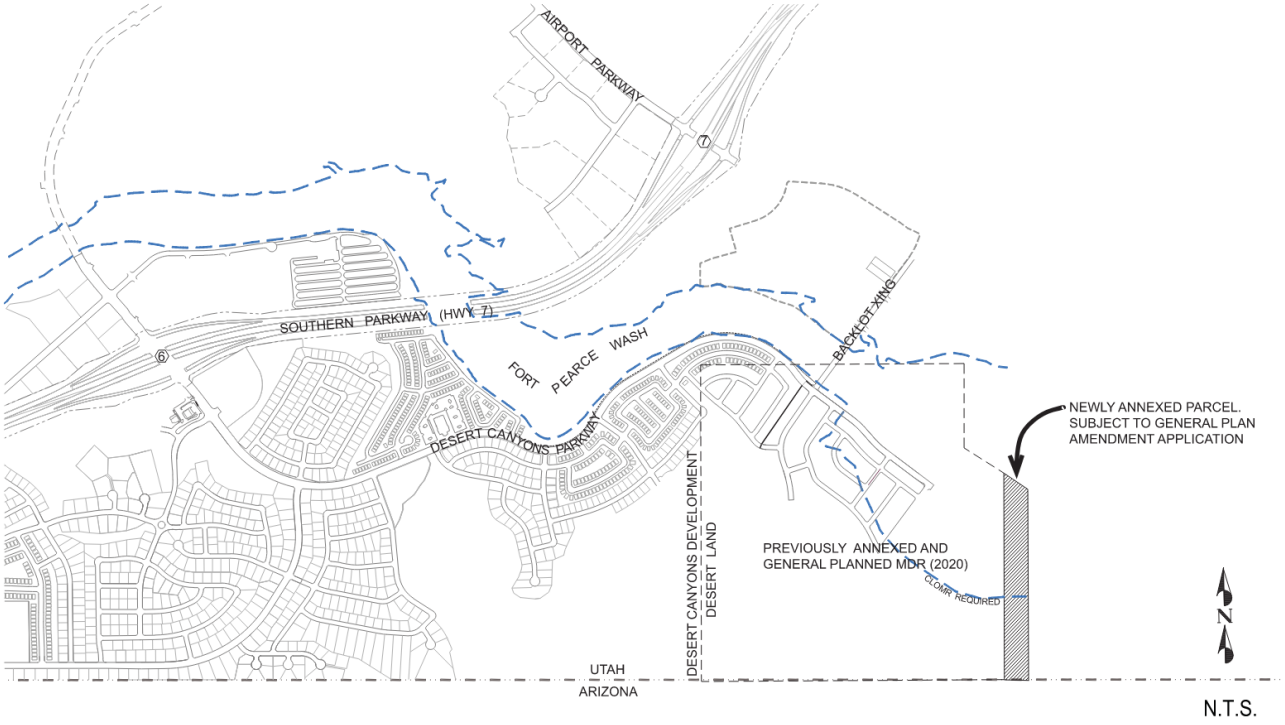
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit “A”
Location of General Plan Amendment
for Desert Canyons Addition 2 Property



DESERT CANYONS DEVELOPMENT

DESERT CANYONS LOCATION MAP - GENERAL PLAN AMENDMENT

August 2025

Agenda Date: 11/06/2025 **Agenda Item Number:** 11

Subject:

Consider approval of Ordinance No. 2025-097 amending the White Dome Townhomes PD-R (Planned Development Residential) zone on approximately 8.22 acres generally located south of White Dome Drive and west of White Trails Drive. (2025-PDA-029 - White Dome Townhomes)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: DSG Engineering

Reference Number: 2025-PDA-029

Address/Location:

Generally located south of White Dome Drive and west of White Trails Drive

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

The proposal is to revise the townhome height, materials, colors and finishes only. The unit count, density and layout will remain the same. At their meeting held on October 14, 2025, the Planning Commission held a public hearing and recommended approval with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch, with a unanimous 7-0 vote.

Staff Narrative (need/purpose):

The applicant is requesting approval to modify the building height, materials, colors, and finishes while retaining the approved layout. The previously approved elevations featured two-story townhomes with stucco and stone exteriors, metal and membrane roofing, and a mix of duplex and fourplex clusters with a maximum height of 29 feet. Each unit included an attached garage and two levels of living space. The revised proposal maintains the two-story townhome design and duplex/fourplex mix but reduces the maximum height to 28 feet. Exterior materials would consist of stucco with metal siding and/or Hardie board accents, with cement tile roofing. The buildings will remain comparable in scale and appearance to surrounding development and will continue to include attached garages and two levels of living space.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

With a unanimous 7-0 vote, the Planning Commission recommended approval with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch.

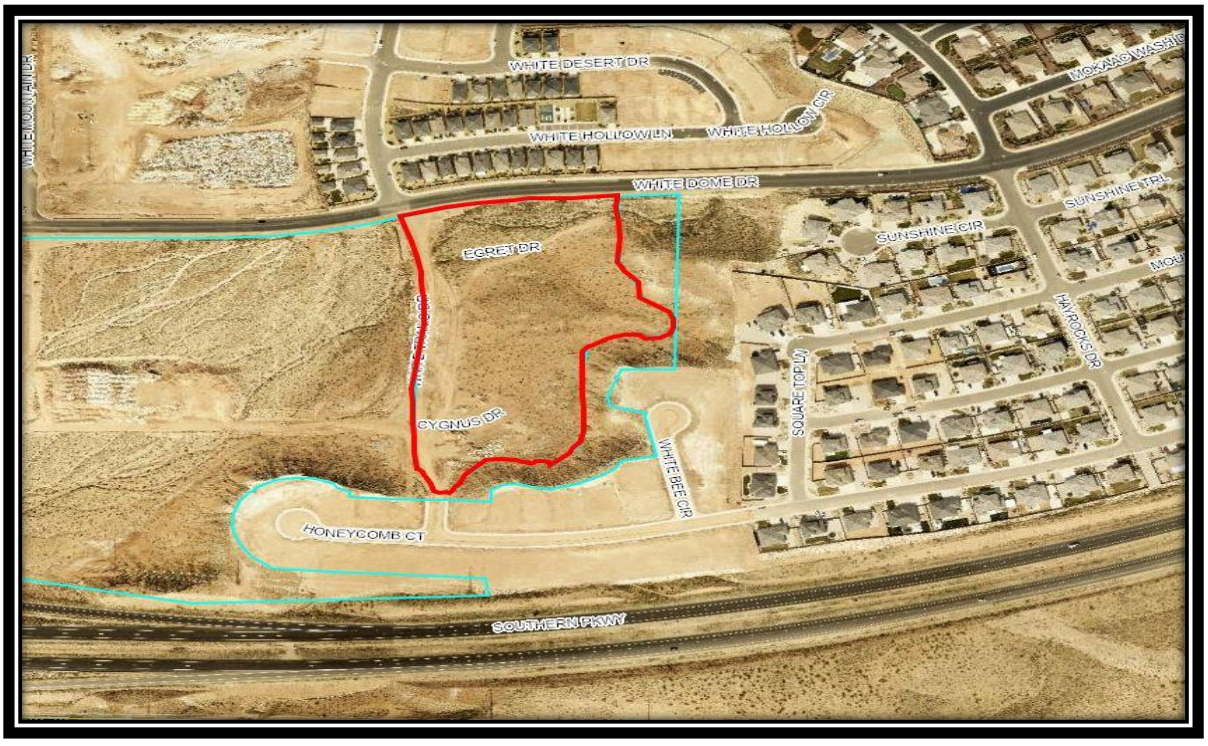
Attachments

St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: 10/14/2025
CITY COUNCIL AGENDA REPORT: 11/06/2025

White Dome Townhomes Planned Development Amendment (Case No. 2025-PDA-029)		
Request:	Consider an ordinance to amend the White Dome Townhomes PD-R (Planned Development Residential) zone by revising townhome heights, materials, colors, and finishes.	
Applicant:	DSG Engineering	
Representative:	Mike Terry	
Location:	Generally located south of White Dome Drive and west of White Trails Drive.	
General Plan:	MDR (Medium Density Residential)	
Existing Zoning:	PD-R (Planned Development Residential)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	OS (Open Space)
	East	OS (Open Space)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 8.22 acres	



BACKGROUND:

The Planning Commission held a public hearing on October 14, 2025, there were no public comments.

On March 4, 2021, the City Council approved a zone change for the Southern Hills West Zone Plan, a comprehensive plan covering 146 acres. The plan included zoning designations of PD-R (Planned Development Residential), PD-C (Planned Development Commercial), R-1-7 (Single Family Residential – 7,000 sq. ft. lots), and OS (Open Space). The White Dome Townhomes project was approved as part of this plan, including both the site plan and building elevations.

Proposed Amendment:

The applicant is requesting approval to modify the building height, materials, colors, and finishes while retaining the approved layout. The previously approved elevations featured two-story townhomes with stucco and stone exteriors, metal and membrane roofing, and a mix of duplex and fourplex clusters with a maximum height of 29 feet. Each unit included an attached garage and two levels of living space.

The revised proposal maintains the two-story townhome design and duplex/fourplex mix but reduces the maximum height to 28 feet. Exterior materials would consist of stucco with metal siding and/or Hardie board accents, with cement tile roofing. The buildings will remain comparable in scale and appearance to surrounding development and will continue to include attached garages and two levels of living space.

Details of the proposed revisions are included in the presentation attached as Exhibit “B.”

RECOMMENDATION:

The Planning Commission recommended approval with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch.

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 10-7F.

POSSIBLE MOTION:

“I move that we approve PD Amendment for White Dome Townhomes, Case No. 2025-PDA-029, with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch.”

Exhibit A
Narrative

AMENDED PLANNED DEVELOPMENT RESIDENTIAL ZONE
WHITE DOME TOWNHOMES

Narrative Description
(Written text required by City Code Section 10-7F-2)
SEPTEMBER 2025
DSG Engineering
113 East 200 North Ste. #2
St. George, UT 84770
Contact: Ryan Thomas, (435) 628-2121

Property Location and Purpose of White Dome Townhome Planned Development (PD) Zone
The subject property is a 8.22-acre parcel fronting White Dome Drive, 250' west of Sage Canyon subdivision. The purpose of this PD zone is to establish a detailed site plan for the improvement of the property for affordable, family residential use.

A. Use of Land
The projected use of the subject land is a PD townhome project. The townhome project will consist of duplex and 4-plex buildings. Each unit footprint will be 26' wide by 50' deep. Each unit will have a 2 car garage and a driveway for additional parking. The site requires 22 visitor parking stalls, 22 stalls are provided. The building coverage area of the site is 22%. The hard surface (right-of-way, driveway and visitor parking) coverage area of the site is 28%. The landscape (recreation, landscape and open space) coverage area is 50%. Recreation area required is 13,200 SF, recreation provided is 14,490 SF. Recreation amenities will be a children's play area and sports court.

B. Height and Elevations
We propose a two-story townhome building type with stucco with metal siding and/or hardie board type accents on exterior walls and a cement tiled roofing. The buildings will be similar in appearance and scale to those in the vicinity of the project. The unit mix will consist of duplex and fourplex clusters with a maximum height of 28 feet. The homes will include attached garages and two levels of living space. Building elevations are provided with this application packet.

C. Density
The City of St. George General Plan designates the area encompassing the subject parcel as Medium Density Residential (MDR) use, which permits a net density of 4-9 dwelling units per acre (DU/A). This project proposes 66 units on the 8.22 acres for a net density of 8.03 DU/A. The proposed site plan remains consistent with the City's MDR designation.

D. Schools, Churches and Open Spaces
The project is about 1/4 mile from River Road where the new high school and higher education facilities are. A new elementary school is being built in the Desert Canyon area. A church is being planned adjacent to this project. Open space and recreation areas will be provided consistent with the requirements of city code.

E. Phasing Plan
The project will be developed in 2 phases, depending on the rate of market absorption of finished homes. Each phase will consist of about 32-34 total homes (2 or 4 homes per building). Construction will begin at the main entry to the project off White Dome Drive. The recreation area will be constructed with the first phase.

F. Topography

The natural topography of the property is desert terrain. The site is relatively flat and rises steeply along its east boundary.

G. Landscape Plan

Landscaping will generally consist of desert-friendly plants and ground cover along with turf areas for diversity and recreation (see enclosed Conceptual Landscape Plan). A more detailed landscape plan will be provided with the project's construction plan set.

H. Area Reserved for Landscaping

The area designated for programmatic landscape improvements is 127,372 square feet. An additional 49,917 square feet will be preserved as native open space. The total area of improved and native open space is about 4.07 acres or 50% of the project area.

I. Utilities

All utilities are available for connection at White Dome Drive and River Road. Detailed utility planning will be completed as part of the construction plan approval process.

J. Refuse Storage Areas

Garbage can pick-up will be utilized for this project.

K. Lighting Plan

Lamppost lighting will be provided inside the project boundaries at its main entry and select other locations.

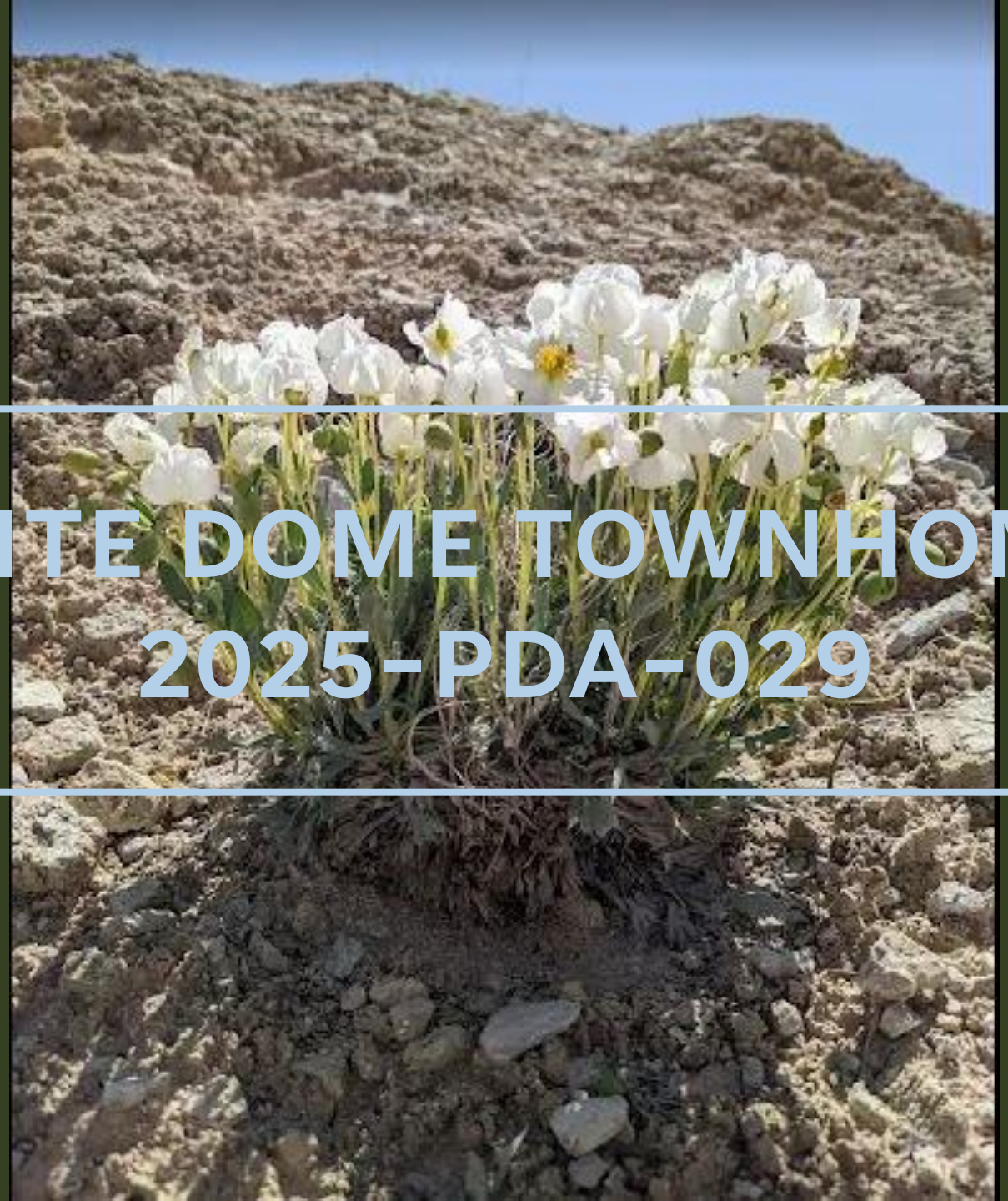
L. Turning Space

The road layout complies with the City's horizontal design guidelines which allows turning space for garbage and fire trucks.

M. Signs

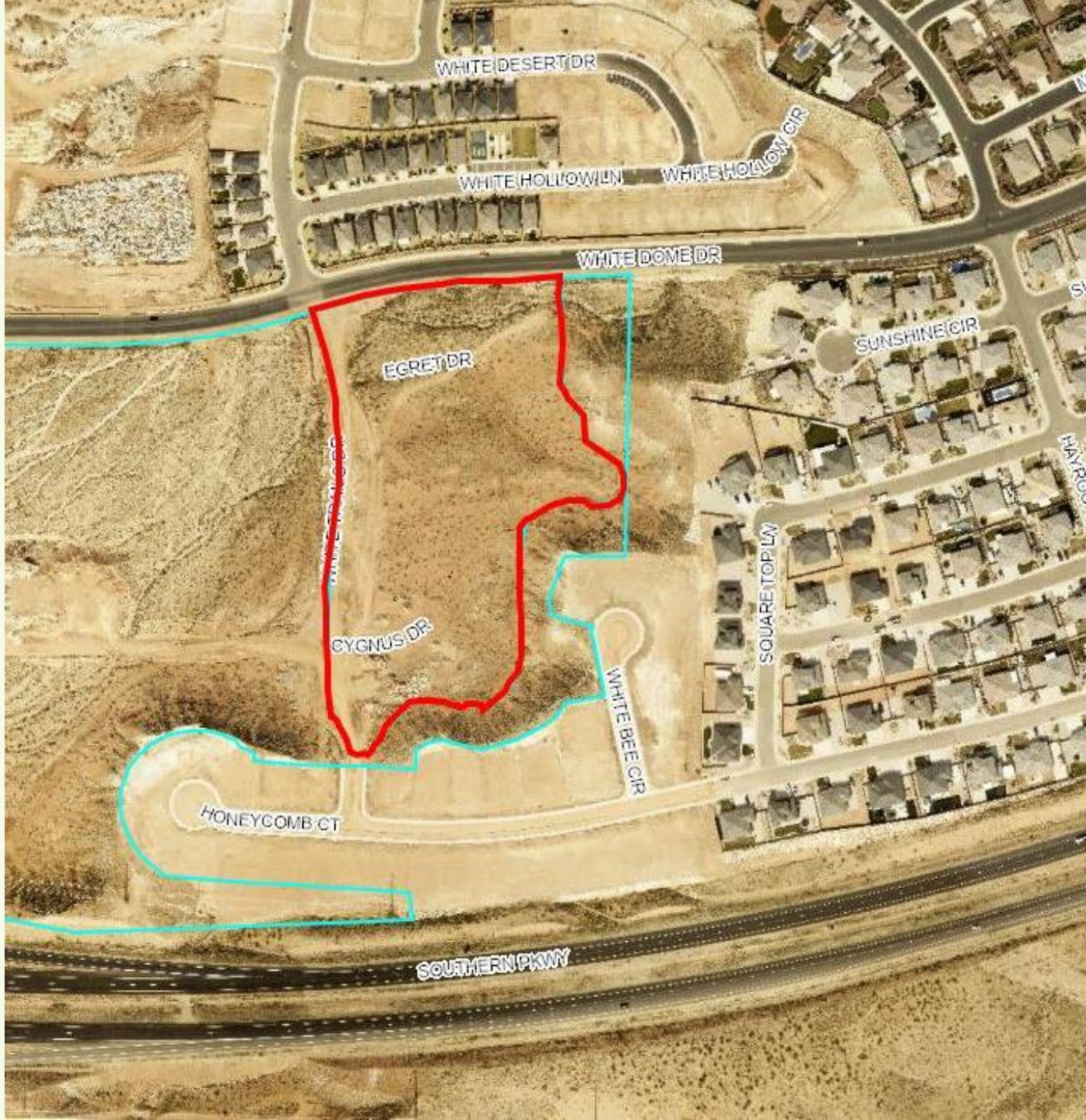
There will be a project monument sign located at the main entrance to the neighborhood off White Dome Dr.

Exhibit B
PowerPoint Presentation

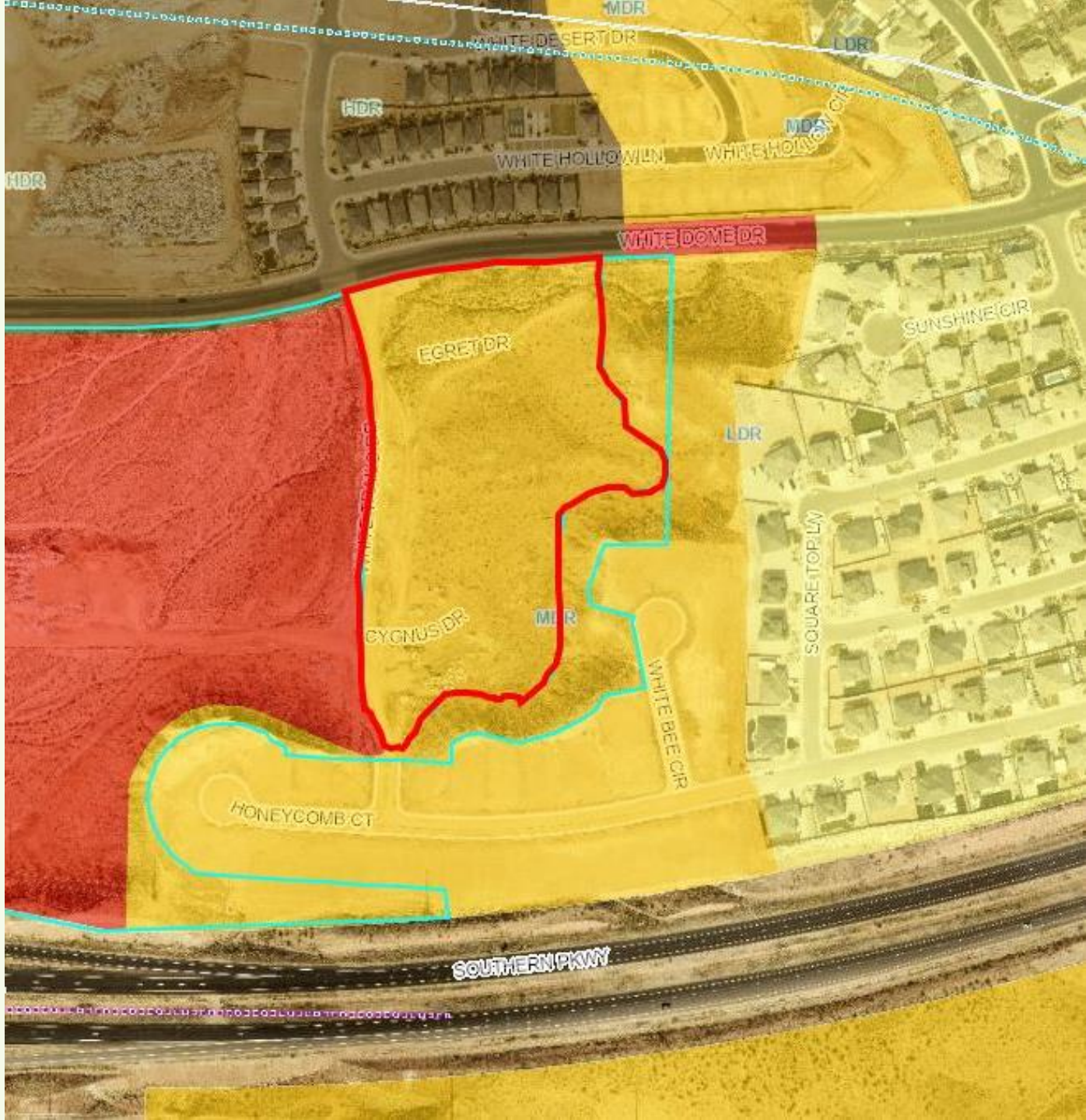


WHITE DOME TOWNHOMES
2025-PDA-029

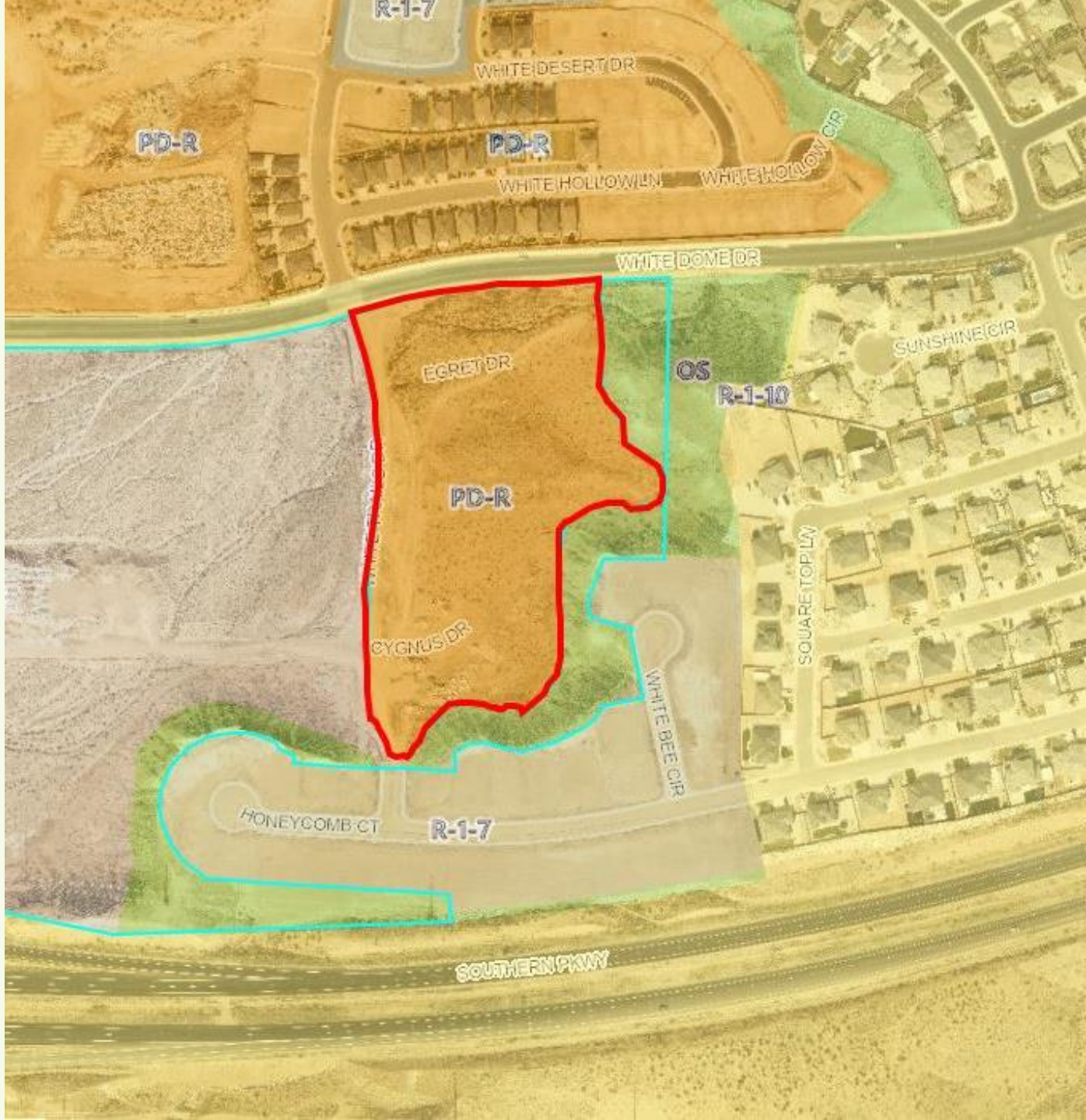
LOCATION


WHITE DESERT DR
WHITE HOLLOW LN
WHITE HOLLOW CIR
WHITE DOME DR
EGRET DR
SUNSHINE CIR
CYGNUS DR
SQUARE TOP LN
WHITE BEE CIR
HONEYCOMB CT
SOUTHERN PKWY

LAND USE


MDR
WHITE DESERT DR
LDR
HDR
MDR
WHITE HOLLOW LN
WHITE HOLLOW CT
HDR
WHITE DOME DR
SUNSHINE CIR
EGRET DR
LDR
SQUARE TOP LN
CYGNUS DR
MDR
WHITE BEE CIR
HONEYCOMB CT
SOUTHERN PKWY

ZONING


R-1-7
WHITE DESERT DR
PD-R
PD-R
WHITE HOLLOW LN
WHITE HOLLOW CIR
WHITE DOME DR
SUNSHINE CIR
EGRET DR
OS
R-1-10
PD-R
CYGNUS DR
SQUARE TOP LN
WHITE BEE CIR
HONEYCOMB CT
R-1-7
SOUTHERN PKWY

SITE PLAN


PD ZONE CHANGE
FOR
WHITE DOME TOWNHOMES
PHASES 1 - 2
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.
40 0 40 80
SCALE IN FEET
26'
10'
46'
20'
UNIT
2 STORY
2,392 SQ. FT.
ADJACENT UNITS
RIGHT OF WAY LINE
CURB & GUTTER
DRIVEWAY
TYPICAL UNIT LAYOUT
WHITE DOME TOWNHOMES
SITE DATA
DWELLING UNITS: 66
TOTAL AREA: 8.15 ACRES
DENSITY OVERALL: 8.09 DU/AC
REQ. UNIT PARKING: 132
UNIT PARKING PROVIDED: 264
GUEST PARKING REQ: 22
GUEST PARKING PROVIDED: 22
REC. AREA REQ: 13,200 SF
REC. AREA PROVIDED: 17,172 SF
AVERAGE UNIT AREA: 2,392 SF
BUILDING COVERAGE AREA: 22%
LANDSCAPE/OPEN SPACE AREA: 50%
ROADWAY & DRIVEWAY AREA: 28%
REC. AREA
17,172 SF
45' PUBLIC ST
45' PUBLIC ST
50' PUBLIC ST
WHITE DOME DRIVE
PHASE 1
PHASE 2

PREVIOUSLY APPROVED ELEVATIONS



PREVIOUSLY APPROVED ELEVATIONS



4 A201 ELEVATIONS

PREVIOUSLY APPROVED RENDERINGS





PROPOSED ELEVATIONS



Base - Front Elevation

PROPOSED ELEVATIONS



PROPOSED ELEVATIONS



Base - Front Elevation

PROPOSED ELEVATIONS



PROPOSED RENDERINGS

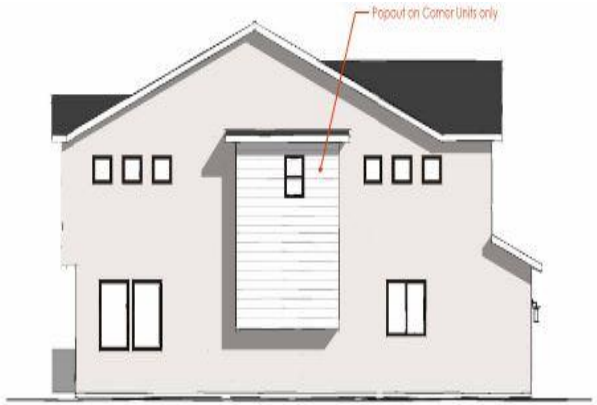


Front Right Perspective



Front Left Perspective

PROPOSED RENDERINGS



Left Elevation



Right Elevation



Rear Perspective

PROPOSED RENDERINGS

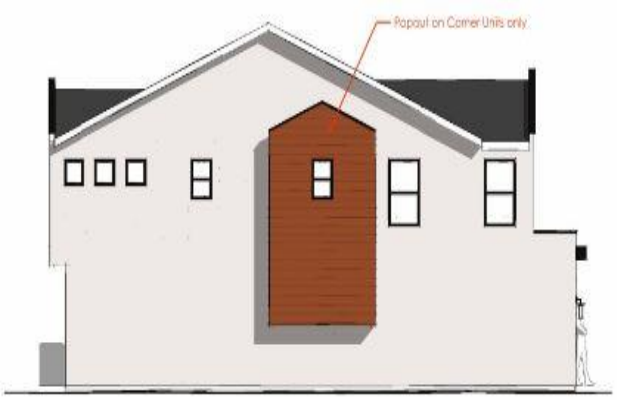


3 Front Right Perspective

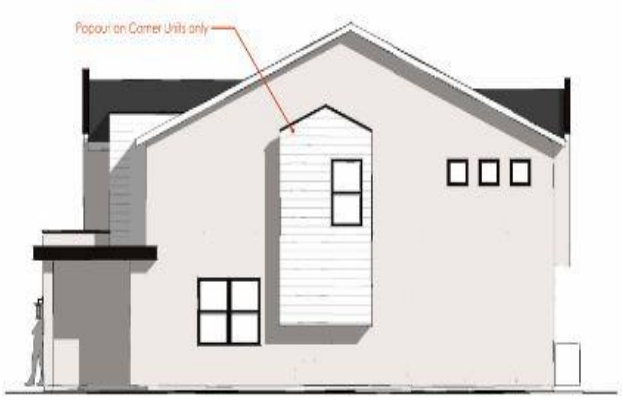


1 Front Left Perspective

PROPOSED RENDERINGS



Base - Left Elevation



Base - Right Elevation

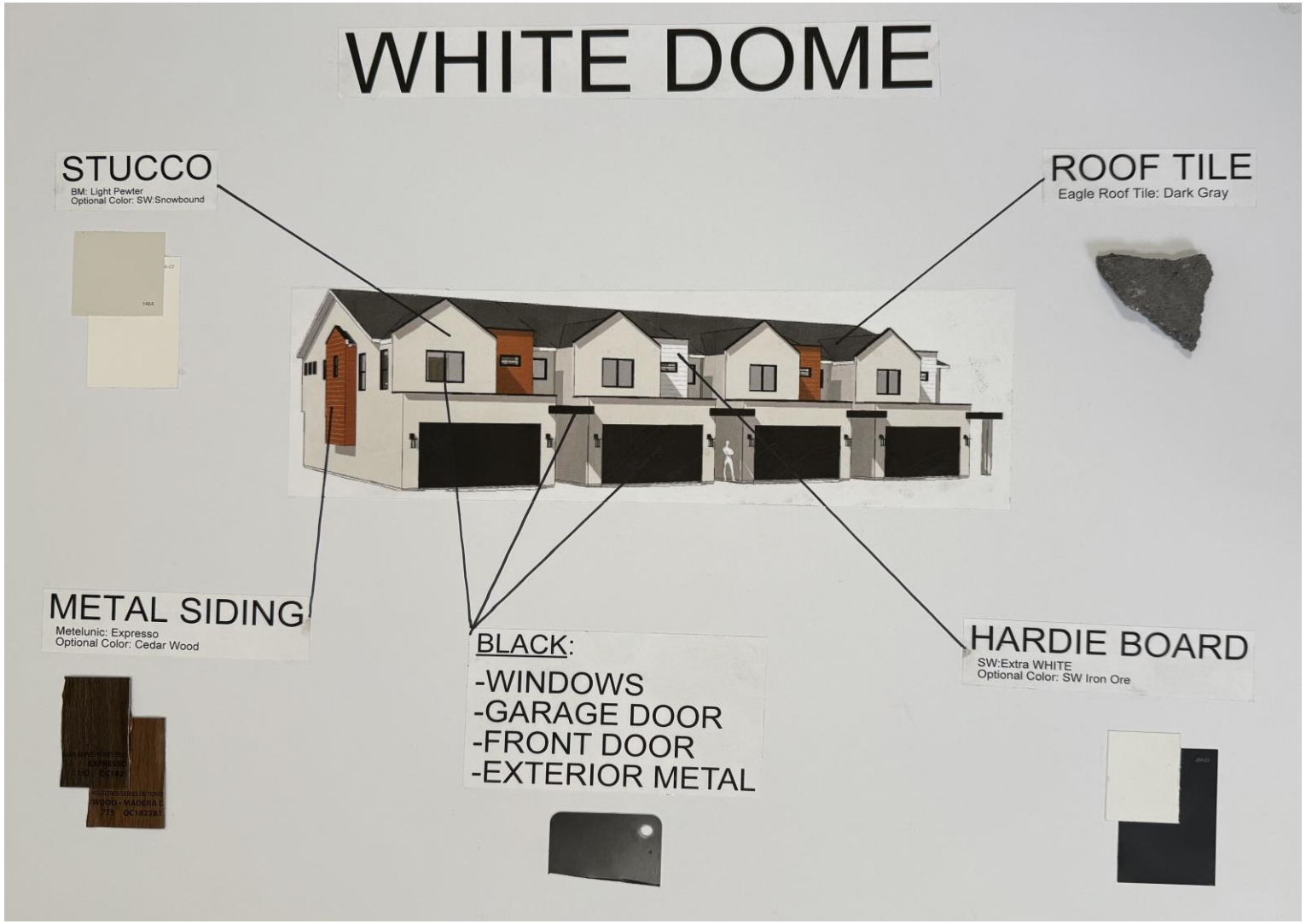


Rear Perspective

PREVIOUSLY APPROVED MATERIALS BOARD



PROPOSED MATERIALS BOARD



The Planning Commission held a public hearing on October 14, 2025, there were no public comments. They forwarded a positive recommendation with the following condition, 1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch.



ORDINANCE NO._____

AN ORDINANCE AMENDING THE WHITE DOME TOWNHOMES PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 8.22 ACRES, REVISING TOWNHOME (CASE NO. 2025-PDA-029).

(White Dome Townhomes)

WHEREAS, the property owner has requested an amendment to an approved PD-R (Planned Development Residential) zone to revise the townhome product; and

WHEREAS, the Planning Commission held a public hearing on October 14, 2025, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 7-0 vote and the following condition:

1. That the applicant work with Staff to break up the back of all the units with some kind of variation or color to improve that back stretch.

WHEREAS, the City Council held a public meeting on this request on November 6, 2025, to consider the Planned Development Amendment; and

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-R Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of the new White Dome townhome product shown in Exhibit 'B'.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT "A"

WHITE DOME TOWNHOMES ZONE CHANGE BOUNDARY

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WHITE DOME DRIVE ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'43" EAST ALONG THE SECTION LINE, A DISTANCE OF 900.485 FEET AND SOUTH 01°14'17" WEST 1577.730 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°45'43" WEST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 32), SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 17°38'57" WEST), AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES: (1)RUNNING NORTHEASTERLY ALONG THE ARC OF A 1332.746 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°31'29", A DISTANCE OF 12.205 FEET TO A POINT OF REVERSE CURVATURE; (2) RUNNING NORTHEASTERLY ALONG THE ARC OF A 1266.605 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°39'03", A DISTANCE OF 323.878 FEET; AND (3) NORTH 87°24'57" EAST 155.676 FEET; THENCE SOUTH 02°35'03" EAST 103.345 FEET; THENCE SOUTH 01°52'45" WEST 71.779 FEET; THENCE SOUTH 01°21'53" EAST 24.705 FEET; THENCE SOUTH 12°32'22" EAST 21.687 FEET; THENCE SOUTH 29°58'45" EAST 57.704 FEET; THENCE SOUTH 17°31'50" EAST 40.919 FEET; THENCE SOUTH 45°44'41" EAST 32.863 FEET; THENCE SOUTH 60°57'48" EAST 30.288 FEET; THENCE SOUTH 45°45'49" EAST 32.032 FEET; THENCE SOUTH 12°25'03" EAST 30.106 FEET; THENCE SOUTH 20°11'03" WEST 30.700 FEET; THENCE SOUTH 71°34'38" WEST 24.189 FEET; THENCE SOUTH 79°47'06" WEST 36.475 FEET; THENCE NORTH 67°48'37" WEST 31.140 FEET; THENCE NORTH 86°03'24" WEST 17.106 FEET; THENCE SOUTH 71°52'27" WEST 35.914 FEET; THENCE SOUTH 56°13'11" WEST 55.287 FEET; THENCE SOUTH 10°32'57" WEST 77.500 FEET; THENCE SOUTH 02°52'13" EAST 164.536 FEET; THENCE SOUTH 00°00'00" WEST 32.342 FEET; THENCE SOUTH 26°34'57" WEST 40.768 FEET; THENCE SOUTH 32°17'34" WEST 26.434 FEET; THENCE SOUTH 47°08'29" WEST 56.195 FEET; THENCE NORTH 53°24'33" WEST 25.768 FEET; THENCE SOUTH 80°32'38" WEST 39.373 FEET; THENCE NORTH 54°29'05" WEST 10.122 FEET; THENCE NORTH 78°14'22" WEST 43.277 FEET; THENCE SOUTH 83°23'29" WEST 40.876 FEET; THENCE SOUTH 27°58'05" WEST 32.624 FEET; THENCE SOUTH 50°48'43" WEST 28.850 FEET; THENCE SOUTH 26°34'43" WEST 6.576 FEET; THENCE SOUTH 30°48'09" WEST 32.176 FEET; THENCE SOUTH 36°40'37" WEST 31.528 FEET; THENCE SOUTH 84°29'22" WEST 33.830 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 79°37'30" WEST); THENCE ALONG THE ARC OF A 148.162 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°38'41", A DISTANCE OF 58.557 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 151.838 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°19'08", A DISTANCE OF 88.298 FEET; THENCE NORTH 00°17'58" EAST 190.657 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 624.338 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°37'05", A DISTANCE OF 104.804 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 798.162 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°38'44", A DISTANCE OF 385.119 FEET; THENCE NORTH 17°43'42" WEST 54.362 FEET TO THE POINT OF BEGINNING.

CONTAINS 357,921 SQ. FT., (8.217 ACRES)

EXHIBIT "B"


Rear Elevation
Popout on Corner Units only
Popout on Corner Units only
Left Elevation
Right Elevation



Front Left Perspective

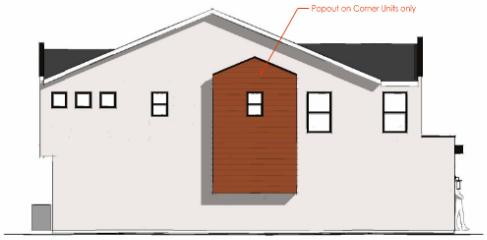


Rear Perspective

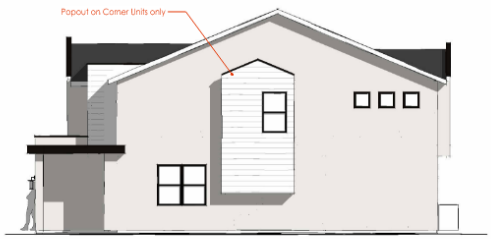




Base - Rear Elevation



Base - Left Elevation



Base - Right Elevation







1 Front Left Perspective



2 Rear Perspective



Agenda Date: 11/06/2025 **Agenda Item Number:** 12

Subject:

Consider approval of Ordinance No. 2025-098 amending the White Cliffs Townhomes PD-R (Planned Development Residential) zone. (Case No. 2025-PDA-028 - White Cliffs Townhomes)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: DSG Engineering

Reference Number: 2025-PDA-028

Address/Location:

Generally located north of White Dome Drive and west of White Trails Drive.

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

In March of 2021, the City Council approved the Southern Hills West Area Zone Plan. Included as part of the approval was the White Cliffs Townhomes in Area 4, generally located north of White Dome Dr. and west of White Trails Dr. The White Cliffs Townhomes PD-R was approved for 16 buildings, comprising of 58 total units and an overall density of 11.93 units per acre, which aligned with the medium-high density designation in the General Plan in effect at the time. The buildings were to have a maximum height of 29 8, measured to the highest point. City code permits PD-R zones to have a building height of 40 feet, measured to the midpoint of the roof. Approved building materials, as specified in the 2021 elevations, include Hardiplank facia and trim, shingles, lap siding, and board-and-batten siding, stone siding, and concrete roof tiles, with a white and grey color palette.

Staff Narrative (need/purpose):

The proposed Planned Development Amendment would revise the plan from 16 to 12 buildings, comprising 46 total units and an overall density of 9.31 units per acre, which would align with the medium-high density designation in the General Plan. The proposed townhome elevations indicate a maximum height of 27 6, measured to the highest point which is consistent with code. The amendment would also update the materials, colors, and finishes to Hardi board siding, stucco, accent siding, and concrete roof tiles, with a white, grey, and brown color palette.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on October 14, 2025, and recommended approval of this PD Amendment with a 7-0 vote, with the following conditions:1.That the applicant utilizes additional materials and finishes on the rear building elevations.2.That a site plan must be applied for and approved prior to construction of the site.

Attachments

St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: **10/14/2025**

CITY COUNCIL AGENDA REPORT: **11/06/2025**

White Cliffs Townhomes Planned Development Amendment (Case No. 2025-PDA-028)		
Request:	To amend the White Cliffs Townhomes PD-R (Planned Development Residential) zone by revising the townhome product to duplex and four-plex structures with two-car garages as well as reducing the number of units from 58 to 46 units.	
Applicant:	DSG Engineering	
Representative:	Mike Terry	
Location:	Generally located north of White Dome Dr. and west of White Trails DR.	
General Plan:	HDR (High Density Residential)	
Existing Zoning:	PD-R (Planned Development Residential)	
Surrounding Zoning:	North	OS (Open Space)
	South	PD-C (Planned Development Commercial)
	East	PD-R (Planned Development Residential)
	West	PD-R (Planned Development Residential)
Land Area:	Approximately 4.94 acres	



BACKGROUND:

In March of 2021, the City Council approved the Southern Hills – West Area Zone Plan. Included as part of the approval was the White Cliffs Townhomes in Area 4, generally located north of White Dome Dr. and west of White Trails Dr.

The White Cliffs Townhomes PD-R was approved for 16 buildings, comprising of 58 total units and an overall density of 11.93 units per acre, which aligned with the medium-high density designation in the General Plan in effect at the time. The buildings were to have a maximum height of 29' 8", measured to the highest point. City code permits PD-R zones to have a building height of 40 feet, measured to the midpoint of the roof. Approved building materials, as specified in the 2021 elevations, include Hardiplank facia and trim, shingles, lap siding, and board-and-batten siding, stone siding, and concrete roof tiles, with a white and grey color palette.

The proposed Planned Development Amendment would revise the plan from 16 to 12 buildings, comprising 46 total units and an overall density of 9.31 units per acre, which would align with the medium-high density designation in the General Plan. The proposed townhome elevations indicate a maximum height of 27' 6", measured to the highest point which is consistent with code. The amendment would also update the materials, colors, and finishes to Hardi board siding, stucco, accent siding, and concrete roof tiles, with a white, grey, and brown color palette.

Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 46 units, this yields a total requirement of 92 stalls plus 15 stalls for guest parking. Each unit will have a two-car garage which will satisfy the requirements for each unit. The site has been designed with 16 guest parking stalls.

Elevations: As previously discussed, the site depicts 12 buildings. They would all be two stories with two car garages. The materials to be used are Hardi board siding, stucco, accent siding, and concrete roof tiles. The applicant is proposing a white, grey, and brown color palette. The proposed units are consistent with the surrounding neighborhood and are the same design and color palette as the Zen Trails Townhomes recently presented to the Planning Commission.

Amenities: The proposed Planned Development amendment would provide a recreation area of over 9,200 sf, meeting city standards of 200 square feet per unit. The area would include a children's play area and sports court for the required amenities.

Proposed Amendment:

The proposed townhome narrative description is attached as Exhibit 'A' and townhome elevations are found in the presentation attached as Exhibit 'B'.

RECOMMENDATION:

The Planning Commission held a public hearing on October 14, 2025, and recommended approval of this PD Amendment with a 7-0 vote, with the following conditions:

1. That the applicant utilize additional variations or colors on the rear building elevations.
2. That a site plan must be applied for and approved prior to construction of the site.

ALTERNATIVES:

1. Approve the PD Amendment as presented.
2. Approve the PD Amendment with modified conditions.
3. Deny the PD Amendment request.
4. Continue the proposed PD Amendment to a later date.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the PD-R requirements found in section 10-7F.
2. The height of the proposed townhomes is in harmony with other structures in the general vicinity.
3. There will be adequate parking on site to facilitate the development.
4. They are reducing the density on the site from 11.93 units per acre to 9.31 units per acre.

POSSIBLE MOTION:

"I move that we approve the PD Amendment for the White Cliffs Townhomes PD-R, Case No. 2025-PDA-028, based on the findings and subject to the conditions listed in the staff report."

Exhibit A
Narrative Description

AMEND PLANNED DEVELOPMENT RESIDENTIAL ZONE
WHITE CLIFFS TOWNHOMES

Narrative Description
(Written text required by City Code Section 10-7F-2)
September 2025

Prepared by:
DSG Engineering
113 East 200 North Ste. #2
St. George, UT 84770
Contact: Mike Terry
Phone: (435) 628-2121

Property Location and Purpose of White Cliffs Townhome Planned Development (PD) Zone
Property Location and Purpose:

The subject property encompasses 4.94 acres situated along White Dome Drive. This Planned Development (PD) zone proposal is designed to establish a comprehensive site plan for the development of attainable, family-oriented residential units. The objective is to create a quality, sustainable community while adhering to the planning standards and codes set forth by the City of St. George.

A. Use of Land

The proposed development will consist of a townhome community built as 4-plex structures. The livable area of each unit will range from 1,600 to 1,850 square feet. Each unit will be equipped with a two-car garage and additional parking within the driveway behind the garage. A total of 16 visitor parking stalls is provided, fully meeting the city's requirements for visitor parking. The site layout is designed to optimize the use of space and ensure accessibility, with a building coverage of 26%, hard surface (including driveways, visitor parking, and right-of-way) coverage at 31%, and landscape coverage at 43%. The proposed development will incorporate a recreational area of 9,200 square feet, meeting the city's requirements for recreational amenities. This area will feature a children's play area and a sports court, providing residents with essential outdoor amenities.

B. Building Height and Elevations

The townhome structures will be designed as two-story buildings with exterior finishes that include stucco and rock wall treatments, complemented by tile roofing. These architectural elements are consistent with the surrounding neighborhood, ensuring harmony with the existing built environment. The project will feature a mix of duplex and fourplex clusters, with a maximum building height of 27 feet, 6 inches. Building elevations have been included in the application packet for reference.

C. Density

The subject property lies within an area designated for High-Density Residential (HDR) use in the City of St. George General Plan. This designation permits a net density of 15 to 22 dwelling units per acre (DU/A). The proposed development will include 46 units across 4.86 acres, resulting in a net density of 9.31 DU/A, which is within the allowable density for this area under the HDR designation.

D. Schools, Churches and Open Spaces

The White Cliffs Townhomes development is conveniently located approximately one-quarter mile from River Road, where both a new high school and higher education facilities have been established. Additionally, a new elementary school is under construction in the nearby Desert Canyon area. The closest church is located in the Desert Canyon area, with plans for two chapel sites to be constructed within the White Dome Area. The development will provide ample open space and recreational areas in line with the city's requirements for community amenities.

E. Phasing Plan

The development will proceed in two phases, dependent on the rate of market absorption. Each phase will consist of approximately 18 to 28 units, with construction starting at the main entrance off White

Dome Drive. The recreational area will be developed as part of the second phase to ensure comprehensive community amenities are provided.

F. Site Topography

The property features natural desert terrain, with a relatively mild profile that gradually rises to the north with a steeper slope at the furthest north boundary. This topography will be factored into the design and drainage plans to ensure minimal disruption to the environment and the surrounding area.

G. Landscape Design

The landscape plan will feature desert-friendly plant species and ground cover, as well as turf areas to promote diversity and support recreational activities. A conceptual landscape plan has been included for initial review. A detailed landscape plan will be submitted as part of the formal construction plan approval process.

H. Landscape Area

The designated area for landscaping improvements will cover approximately 92,500 square feet (or roughly 2.12 acres), which represents 43% of the total project area. This green space will support both environmental sustainability and recreational opportunities for the community.

I. Utility Infrastructure

All essential utilities (water, sewer, gas, and electricity) are readily available for connection at White Dome Drive and White Desert Lane. A detailed utility plan will be developed and submitted during the construction plan approval process to ensure proper infrastructure integration and capacity.

J. Refuse Storage Areas

Individual garbage containers will be provided for each unit. These containers will be located in designated refuse storage areas that comply with city standards for waste management and accessibility.

K. Lighting Plan

Street lighting will be provided along the public and private rights-of-way within the project boundaries. This lighting will be designed to meet safety and visibility standards while minimizing light pollution in the surrounding area.

L. Turning and Access Space

The project layout has been designed to accommodate turning space for fire and garbage trucks, ensuring compliance with city requirements for emergency access and service vehicle maneuverability.

M. Signage

A monument sign will be installed at the main entrance to the White Cliffs Townhomes development off White Dome Drive. This sign will serve as an identification feature for the community while enhancing the aesthetic appeal of the new community.

Exhibit B
PowerPoint Presentation

White Cliffs Townhomes

2025-PDA-028



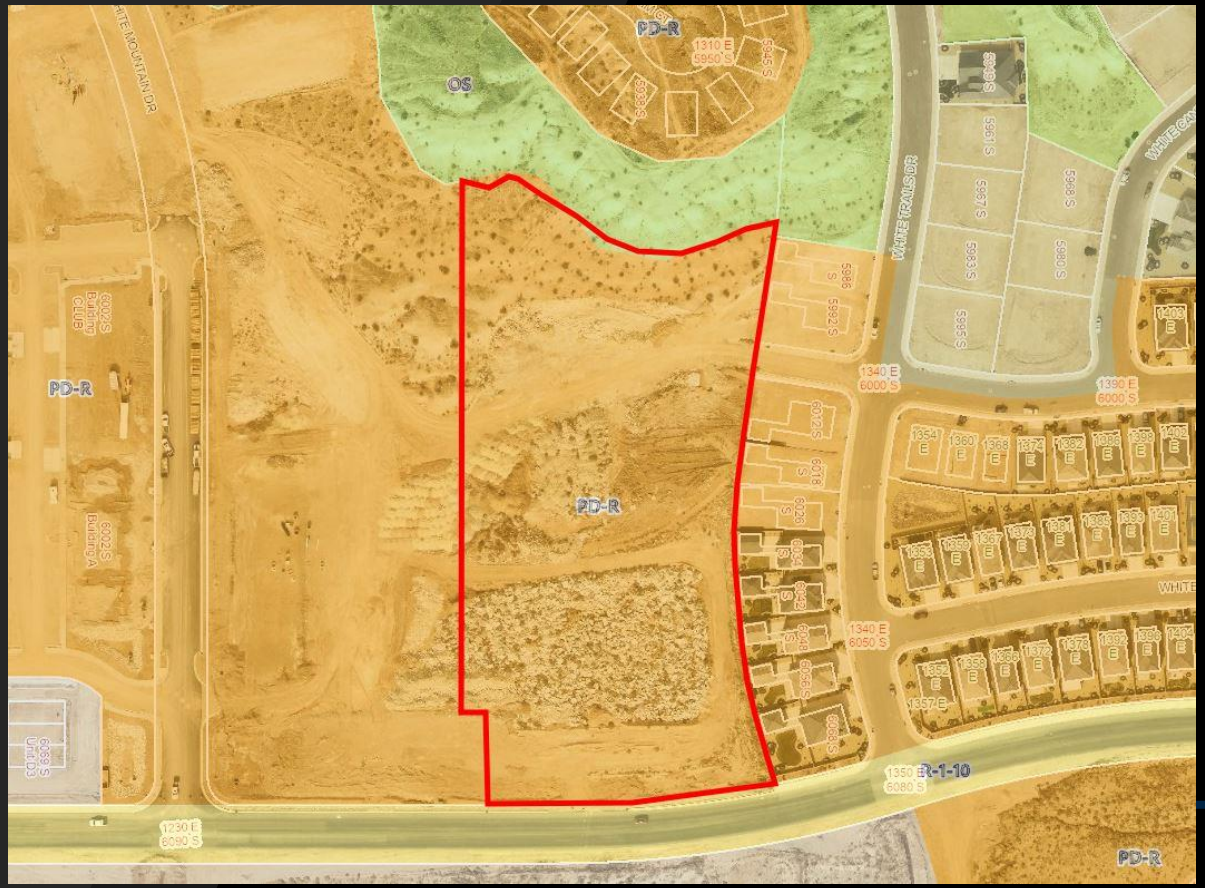
Aerial Map


WHITE MOUNTAIN DR
WHITE TRAILS DR
1310 E 6050 S
1340 E 6000 S
1390 E 6000 S
1340 E 6050 S
1350 E 6080 S
1230 E 6080 S
6000 S Building Club
6002 S Building A
6033 S Unit 03

Land Use Map


HDR
MDR
HDR
WHITE PANSY DR
1340 E 6000 S
1390 E 6000 S
1340 E 6080 S
1350 E 6080 S
1230 E 6090 S

Zoning Map



Original



WHITE CLIFFS PUD
SITE DATA

DWELLING UNITS:	58
TOTAL AREA:	4.86 ACRES
DENSITY OVERALL:	11.93 DU/AC
REQ. UNIT PARKING:	116
UNIT PARKING PROVIDED:	116
GUEST PARKING REQ:	39
GUEST PARKING PROVIDED:	60
REC. AREA REQ:	11,600 SF
REC. AREA PROVIDED:	16,149 SF
AVERAGE UNIT AREA:	1,151 SF
BUILDING COVERAGE AREA:	22%
LANDSCAPE AREA:	36%
ROADWAY & DRIVEWAY AREA:	42%

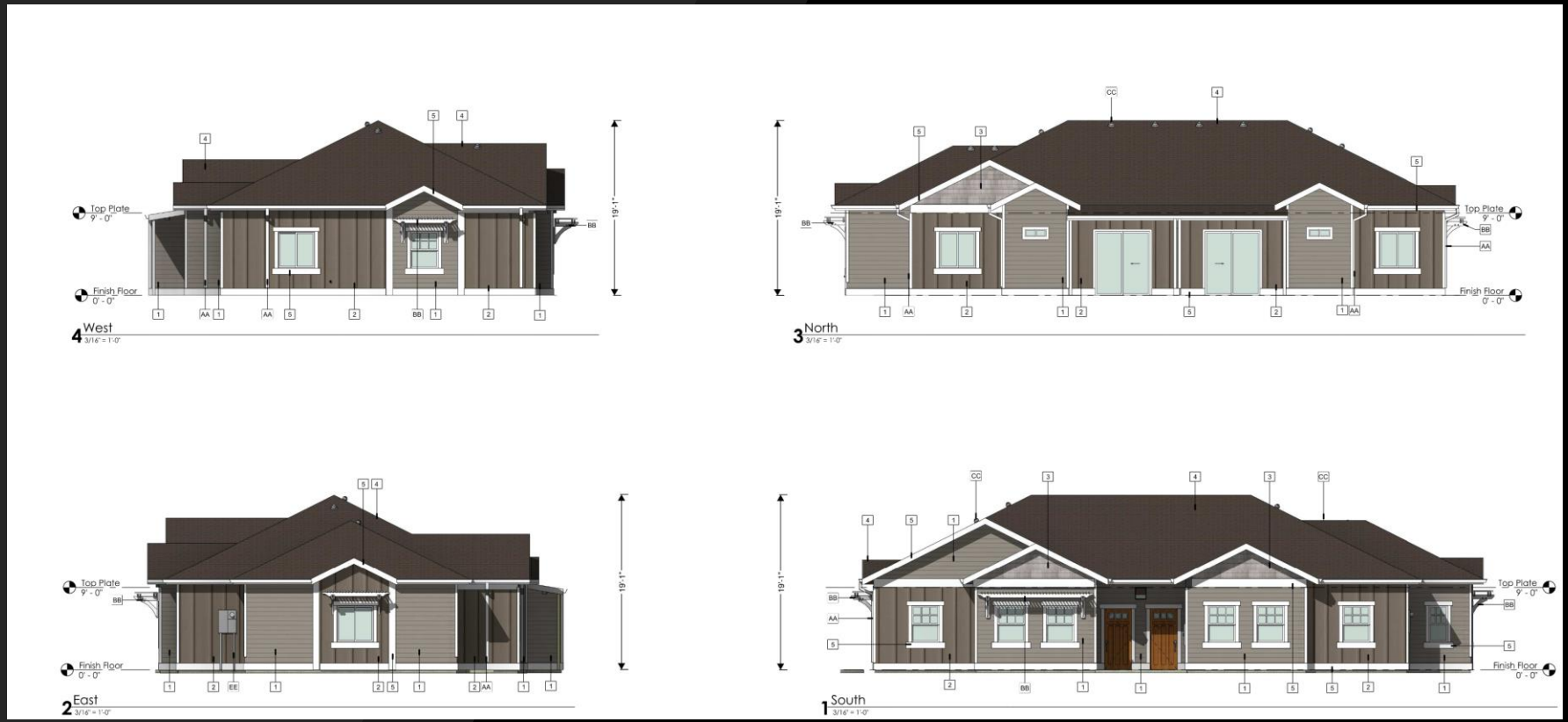
Proposed



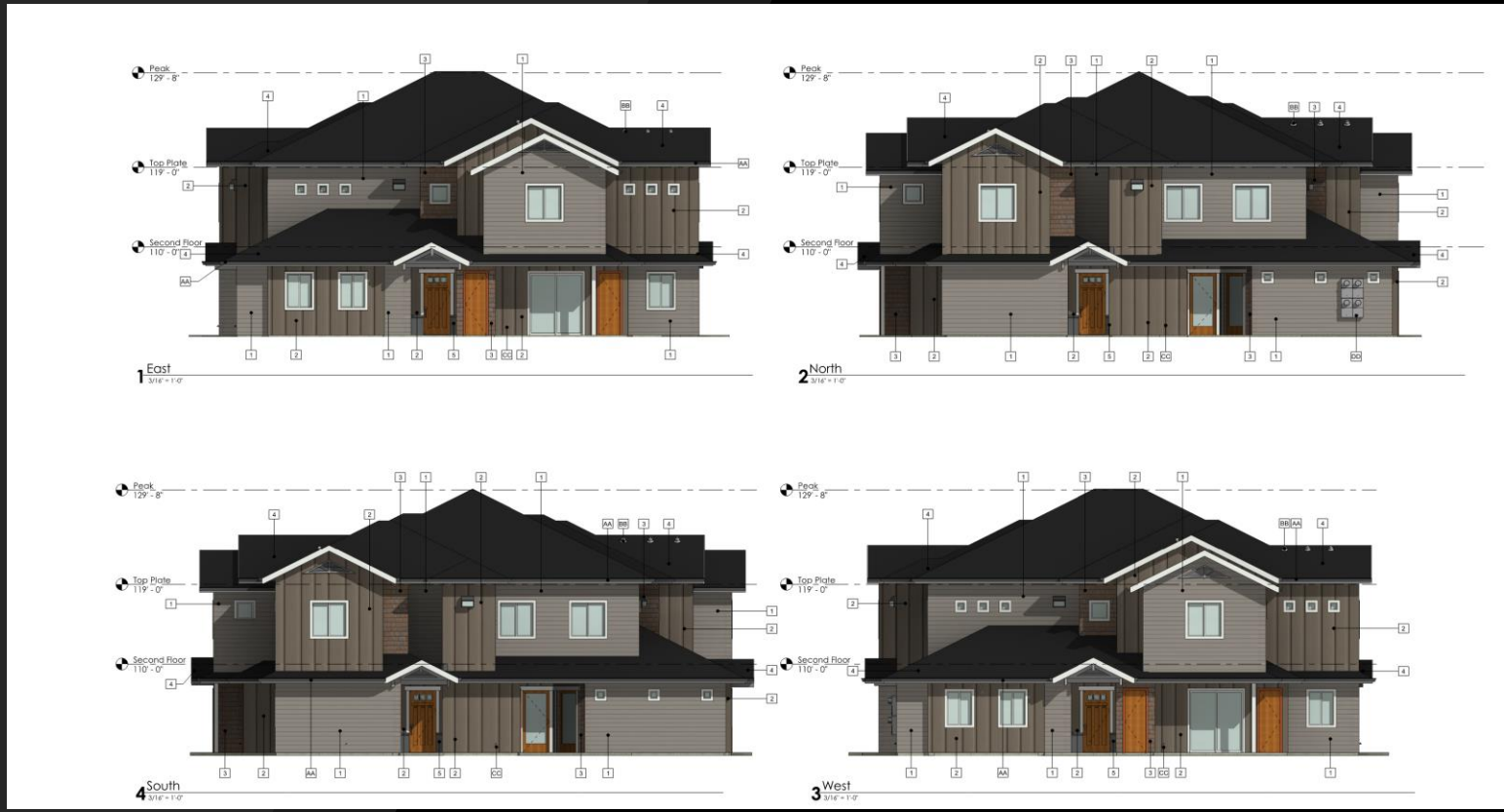
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REC. AREA REQ:	9,200 SF
REC. AREA PROVIDED:	9,208 SF
AVERAGE UNIT AREA:	1,250 SF
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LANDSCAPE AREA:	43%
ROADWAY & DRIVEWAY AREA:	31%

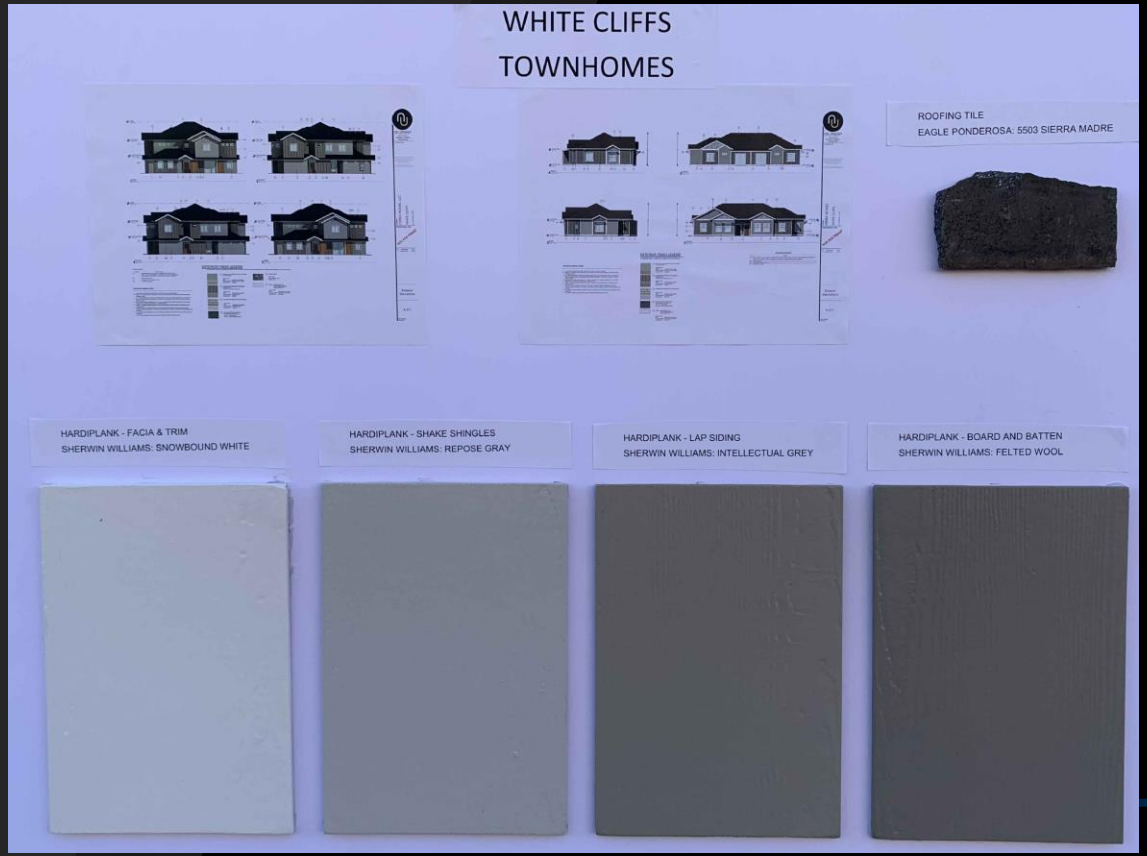
Original


Top Plate
9' - 0"
Finish Floor
0' - 0"
19'-1"
4 West
3/16" = 1'-0"
3 North
3/16" = 1'-0"
2 East
3/16" = 1'-0"
1 South
3/16" = 1'-0"

Original


Peak
129' - 8"
Top Plate
119' - 0"
Second Floor
110' - 0"
1 East
3/16" = 1'-0"
2 North
3/16" = 1'-0"
4 South
3/16" = 1'-0"
3 West
3/16" = 1'-0"

Original


WHITE CLIFFS
TOWNHOMES
ROOFING TILE
EAGLE PONDEROSA: 5503 SIERRA MADRE
HARDIPLANK - FACIA & TRIM
SHERWIN WILLIAMS: SNOWBOUND WHITE
HARDIPLANK - SHAKE SHINGLES
SHERWIN WILLIAMS: REPOSE GRAY
HARDIPLANK - LAP SIDING
SHERWIN WILLIAMS: INTELLECTUAL GREY
HARDIPLANK - BOARD AND BATTEN
SHERWIN WILLIAMS: FELTED WOOL

Proposed - Craftsman



Proposed – Craftsman



Proposed - Farmhouse



Proposed - Farmhouse



Front Left Perspective

Rear Perspective

Original



WHITE CLIFFS PUD
SITE DATA

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Proposed



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ORDINANCE NO._____

AN ORDINANCE AMENDING THE EXISTING WHITE CLIFFS TOWNHOMES PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 4.94 ACRES GENERALLY LOCATED NORTH OF WHITE DOME DRIVE AND WEST OF WHITE TRAILS DRIVE, IN ORDER TO REVISE THE TOWNHOME PRODUCT AND DENSITY TO BE KNOWN AS WHITE CLIFFS TOWNHOMES (CASE NO. 2025-PDA-028).

(White Cliffs Townhomes)

WHEREAS, the property owner has requested an amendment to an approved PD-R (Planned Development Residential) zone on approximately 4.94 acres to revise the townhome product and density; and

WHEREAS, the Planning Commission held a public hearing on October 14, 2025, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 7-0 vote, with the following conditions:

1. That the applicant utilize additional variations or colors on the rear elevations.
2. That a site plan must be applied for and approved prior to construction of the site.

WHEREAS, the City Council held a public meeting on this request on November 6, 2025, to consider the Planned Development amendment; and

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development amendment within the PD-R Zone for the property outlined in Exhibit ‘A’ shall be amended upon the effective date of this ordinance to reflect the approval of the new White Cliffs townhome product and density shown in Exhibit ‘B’.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption, without an approved final plat or site plan.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

CITY OF ST. GEORGE: ATTEST:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT "A"


1310 E
5950 S
WHITE TRAILS DR
1340 E
6000 S
1340 E
6050 S
1350 E
6080 S
1230 E
6090 S
6002 S
Building
CLUB
6002 S
Building A

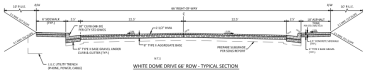
EXHIBIT "B"

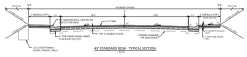
PD AMENDED ZONE CHANGE
FOR
WHITE CLIFFS PD PHASES 1 - 2
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, S.L.B.&M.



WHITE CLIFFS PUD
SITE DATA

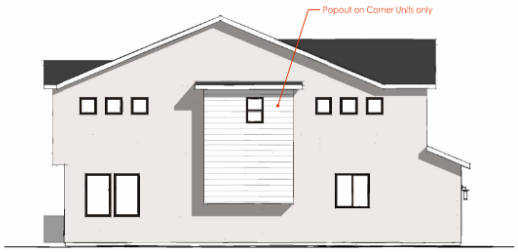
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AVERAGE UNIT AREA:	1,250 SF
BUILDING COVERAGE AREA:	26%
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ROADWAY & DRIVEWAY AREA:	31%


WHITE DOME DRIVE 66' ROW - TYPICAL SECTION

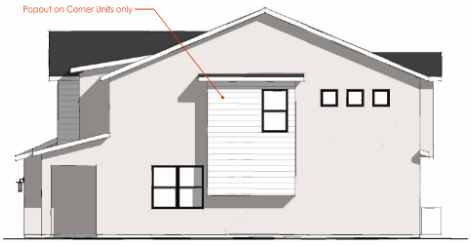




1 Rear Elevation



1 Left Elevation



1 Right Elevation



Area Schedule	
NAME	AREA
1st Floor	1117 SF
Second Floor	1116 SF
Living Space	1633 SF
4 car Garage	600 SF
Front Porch	68 SF
Rear Living Space	417 SF
Total Under Roof	2950 SF



1 Front Left Perspective

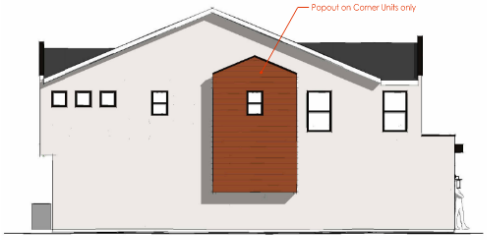


2 Rear Perspective

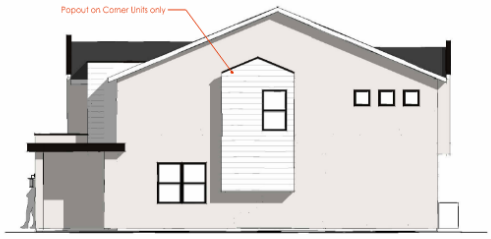




Base - Rear Elevation



Base - Left Elevation



Base - Right Elevation





Front Left Perspective



Rear Perspective



Agenda Date: 11/06/2025 **Agenda Item Number:** 13

Subject:

Consider approval of Ordinance No. 2025-099 amending portions of Title 3 of City Code as it relates to Temporary Parking Lot Business standards. (Case No. 2025-ZRA-013)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: City of St George

Reference Number: 2025-ZRA-013

Address/Location:

N/A

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

On December 15, 2022, an amendment was approved to add mobile business to Title 10 as a permitted use with standards and to create those specific standards. In 2022, the Citys code did not allow mobile businesses; therefore, provisions were created and adopted. In 2023, the State adopted a new code that prevented cities from requiring mobile businesses to comply with the adopted zoning ordinance. On November 16, 2023, the City Council approved a Zoning Regulation Amendment to rename mobile businesses to temporary parking lot businesses and adjust the requirements in Title 3. Section 3-2W-5 enacted a two year time limit for this code.

Staff Narrative (need/purpose):

The proposed amendment would remove this two year expiration date and would continue to allow Temporary Parking Lot Businesses as a permitted business license type with their required standards.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the Zoning Regulation Amendment to section 3-2W as proposed in Exhibit A, attached to the staff report.

Attachments

St.George
Community Development

Zoning Regulation Amendment

CITY COUNCIL AGENDA REPORT: 11/06/2025

AMENDMENT TO SECTION 3-2W TO AMEND THE TEMPORARY PARKING LOT BUSINESS STANDARDS BY REMOVING THE TWO YEAR EXPIRATION PERIOD.

Overview: This section of the St. George municipal code regulates Title 3-2W-5 which enacts a limited time period for Title 3-2W.

REQUEST:

Consider a request to amend the Temporary Parking Lot Business standards by removing section 3-2W-5 which enacts a two-year expiration period for article 3-2W. (Case No. 2025-ZRA-013.)

BACKGROUND:

On December 15, 2022, an amendment was approved to add mobile business to Title 10 as a permitted use with standards and to create those specific standards. In 2022, the City's code did not allow mobile businesses; therefore, provisions were created and adopted. In 2023, the State adopted a new code that prevented cities from requiring mobile businesses to comply with the adopted zoning ordinance. On November 16, 2023, the City Council approved a Zoning Regulation Amendment to rename mobile businesses to temporary parking lot businesses and adjust the requirements in Title 3. Section 3-2W-5 enacted a two year time limit for this code. The proposed amendment would remove this two year expiration date and would continue to allow Temporary Parking Lot Businesses as a permitted business license type with their required standards.

Proposed Amendment:

The proposed code revisions are attached as Exhibit 'A'.

- The additions are underlined in blue
- The removals are crossed out in ~~red~~

RECOMMENDATION:

Staff recommends approval of the Zoning Regulation Amendment to section 3-2W as proposed in Exhibit 'A', attached to this staff report.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modifications.
3. Deny.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

"I move that we approve the changes to Title 3-2W as contained in exhibit 'A', Case No. 2025-ZRA-013, based on the findings listed in the staff report."

FINDINGS:

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will continue to allow the city to welcome appropriate business activity at approved locations.

EXHIBIT A
PROPOSED CHANGES TO TITLE 3-2W

ARTICLE W. TEMPORARY PARKING LOT BUSINESS

3-2W-1: Applicability
3-2W-2: Definitions
3-2W-3: Standards
3-2W-4: Operational Requirements
~~**3-2W-5: Two Year Expiration**~~
3-2W-~~6~~(5): Revocation – Penalty
3-2W-~~7~~(6): Overnight Parking

3-2W-1:

APPLICABILITY:

It shall be unlawful for any person to engage in the business of temporary parking lot business without first obtaining a city business license, in addition to any other required license or certificate from the state and complying with the conditions of this article. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-2:

DEFINITIONS:

TEMPORARY PARKING LOT BUSINESS: Enclosed mobile business as defined by Utah State Code (11-56-102-1). Temporary parking lot businesses operate on private commercially zoned parcels. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-3:

STANDARDS:

All temporary parking lot businesses operating within the city shall comply with the following standards:

A. The type of business must be a permitted use within the C-2 and/or C-3 zone.

B. The temporary parking lot business must be parked and located:

1. On an improved surface;

2. At least fifty feet (50') from any entrance to the property from a public street;

3. In a manner that does not interfere with the normal flow of traffic, function of the parking lot, or emergency access;

4. In a manner that assures one (1) customer parking space for the temporary parking lot business but does not use more than five (5) parking spaces total. In no event shall a temporary parking lot business be permitted if there is insufficient parking for the property owner and fixed businesses currently at the location; and

5. In compliance with all setback requirements for the zone.

C. A temporary parking lot business is prohibited from allowing any minor child, as a customer, inside the vehicle, trailer, or mobile structure without being accompanied by an adult.

D. The owner of a temporary parking lot business must possess all federal, state, or local licensing and permitting which may be required for the use. This includes vehicle licensing as well as a business license.

E. The temporary parking lot business must comply with all lighting, sign, and fire regulations of this code and the Utah Code.

F. The temporary parking lot business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any nonapproved location shall result in the immediate revocation of any development permit or business license.

G. The temporary parking lot business must have the required licenses and permits with them and be available for inspection at all times. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-4:

OPERATIONAL REQUIREMENTS:

A. *Inspections:*

1. Inspection shall be made initially and at least once a year thereafter by the chief of police, or officer delegated by him, of the vehicle, trailer, or other mobile structure used for the temporary parking lot business.

2. Both the vehicle, trailer, or other mobile structure used for the temporary parking lot business shall be available for inspection at any reasonable time upon request by the chief of police, fire chief, or their delegated agent, for the purpose of ascertaining compliance with this article.

B. *Litter Minimized:* A licensee shall at all times do whatever is reasonable and necessary to minimize the littering of streets, sidewalks and private property as the result of the temporary parking lot business for which a license is issued, including providing convenient trash receptacles, advising customers verbally and in writing of proper methods of trash disposal, and personally policing the sales area before moving to another location in order to clean up any trash or debris resulting from the activities of licensee.

C. *Equipment:* The licensee shall employ such mirrors, warning devices, lights and other equipment as may be reasonable and necessary on a mobile unit to warn traffic and pedestrians of the intended movements of said vehicle, including the incorporation of any suggested changes or equipment that may be requested by the chief of police after inspection as herein above provided. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

~~3-2W-5:~~

~~TWO YEAR EXPIRATION:~~

~~This article shall amend the city code for a time limited period of two (2) years after which this article will expire or "sunset" and will no longer be in effect unless the city council adopts a new authorizing ordinance prior to the sunset date to keep the regulations in effect. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)~~

3-2W-~~6~~(5):

REVOCATION – PENALTY:

Failure of a licensee at any time to meet any of the conditions of this title, including the zoning regulations of title 10, and more specifically section 10-17A-19, or any other ordinance or regulation of the city, shall result in a revocation of the license to do business, subject to the hearing provided in section 3-1-19 of this title. Violation may also result in the application of that penalty prescribed in section 3-1-21 of this title. Each day of operation while in violation of this article may constitute a separate offense thereunder. Nothing herein shall be construed to permit door-to-door peddling or solicitation in a residential neighborhood or the sale of commodities other than related items from a mobile business location. (Ord. 2022-12-004, 12-15-2022)

3-2W-~~7~~(6):

OVERNIGHT PARKING:

In order to prevent off-site impacts, if the temporary parking lot business is going to be parked at their residence overnight, they must comply with section 3-7-6-B6. (Only one (1) vehicle and one (1) trailer per residence may be used for the business. The vehicle shall not be longer than twenty-one feet (21'), the trailer shall not be longer than fifteen feet (15'), and neither shall be greater than eight-and-one-half feet (8.5') in height including any attached apparatus, measured from the ground.) (Ord. 2023-039, 11-16-2023)

The St. George City Code is current through Ordinance 2025-069, passed August 21, 2025.

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EXHIBIT B
POWERPOINT PRESENTATION

Amendment to Title 3-2W Temporary Parking Lot Business

2025-ZRA-013

~~**3-2W-5:**~~

~~**TWO YEAR EXPIRATION:**~~

~~This article shall amend the city code for a time limited period of two (2) years after which this article will expire or "sunset" and will no longer be in effect unless the city council adopts a new authorizing ordinance prior to the sunset date to keep the regulations in effect. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)~~

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3-2W TEMPORARY PARKING LOT BUSINESS STANDARDS BY REMOVING THE TWO YEAR EXPIRATION FOUND IN 3-2W-5. CASE NO. 2025-ZRA-013

WHEREAS, after careful consideration, the City Council has determined that amending Title 3-2W by removing the two year expiration period found in 3-2W-5 is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the City Council held a public meeting on November 6, 2025 on the requested code amendment; and

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

Section 1. Repealer. Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of November 2025.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A
PROPOSED CHANGES TO 3-2W

ARTICLE W. TEMPORARY PARKING LOT BUSINESS

3-2W-1: Applicability

3-2W-2: Definitions

3-2W-3: Standards

3-2W-4: Operational Requirements

~~**3-2W-5: Two Year Expiration**~~

3-2W-~~6~~(5): Revocation – Penalty

3-2W-~~7~~(6): Overnight Parking

3-2W-1:

APPLICABILITY:

It shall be unlawful for any person to engage in the business of temporary parking lot business without first obtaining a city business license, in addition to any other required license or certificate from the state and complying with the conditions of this article. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-2:

DEFINITIONS:

TEMPORARY PARKING LOT BUSINESS: Enclosed mobile business as defined by Utah State Code (11-56-102-1). Temporary parking lot businesses operate on private commercially zoned parcels. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-3:

STANDARDS:

All temporary parking lot businesses operating within the city shall comply with the following

standards:

A. The type of business must be a permitted use within the C-2 and/or C-3 zone.

B. The temporary parking lot business must be parked and located:

1. On an improved surface;

2. At least fifty feet (50') from any entrance to the property from a public street;

3. In a manner that does not interfere with the normal flow of traffic, function of the parking lot, or emergency access;

4. In a manner that assures one (1) customer parking space for the temporary parking lot business but does not use more than five (5) parking spaces total. In no event shall a temporary parking lot business be permitted if there is insufficient parking for the property owner and fixed businesses currently at the location; and

5. In compliance with all setback requirements for the zone.

C. A temporary parking lot business is prohibited from allowing any minor child, as a customer, inside the vehicle, trailer, or mobile structure without being accompanied by an adult.

D. The owner of a temporary parking lot business must possess all federal, state, or local licensing and permitting which may be required for the use. This includes vehicle licensing as well as a business license.

E. The temporary parking lot business must comply with all lighting, sign, and fire regulations of this code and the Utah Code.

F. The temporary parking lot business shall dispose of any wastewater at the St. George Wastewater Treatment Plant or other appropriate disposal facilities approved by the water treatment department. Disposal or dumping of any black or grey wastewater in any nonapproved location shall result in the immediate revocation of any development permit or business license.

G. The temporary parking lot business must have the required licenses and permits with them and be available for inspection at all times. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

3-2W-4:

OPERATIONAL REQUIREMENTS:

A. *Inspections:*

1. Inspection shall be made initially and at least once a year thereafter by the chief of police, or officer delegated by him, of the vehicle, trailer, or other mobile structure used for the temporary parking lot business.

2. Both the vehicle, trailer, or other mobile structure used for the temporary parking lot business shall be available for inspection at any reasonable time upon request by the chief of police, fire chief, or their delegated agent, for the purpose of ascertaining compliance with this article.

B. *Litter Minimized:* A licensee shall at all times do whatever is reasonable and necessary to minimize the littering of streets, sidewalks and private property as the result of the temporary parking lot business for which a license is issued, including providing convenient trash receptacles, advising customers verbally and in writing of proper methods of trash disposal, and personally policing the sales area before moving to another location in order to clean up any trash or debris resulting from the activities of licensee.

C. *Equipment:* The licensee shall employ such mirrors, warning devices, lights and other equipment as may be reasonable and necessary on a mobile unit to warn traffic and pedestrians of the intended movements of said vehicle, including the incorporation of any suggested changes or equipment that may be requested by the chief of police after inspection as herein above provided. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)

~~3-2W-5:~~

~~TWO YEAR EXPIRATION:~~

~~This article shall amend the city code for a time limited period of two (2) years after which this article will expire or "sunset" and will no longer be in effect unless the city council adopts a new authorizing ordinance prior to the sunset date to keep the regulations in effect. (Ord. 2022-12-004, 12-15-2022; amd. Ord. 2023-039, 11-16-2023)~~

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