

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, February 19, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

2. **Consent Calendar.**

a. **Consider award of bid to Irby Utilities for the purchase of 750 Primary Wire for the Circuit from Canyon View project.**

BACKGROUND and RECOMMENDATION: This item is for the purchase of 750 Primary wire that will be used for the Circuit from Canyon View project. The city received three bids, Irby Utilities provided the lowest bid with acceptable lead times. Staff recommends award of the bid to Irby Utilities in the amount of \$224,000.

b. **Consider approval to award bid to Suncor Construction and Materials, Inc. (formerly Sunroc) for the Mall Drive and 450 North Traffic Signal Project.**

BACKGROUND and RECOMMENDATION: The project consists of the installation of a traffic signal at the intersection of Mall Drive and 450 North. The project was advertised as a formal bid, and three bids were received. The lowest responsive bid was submitted by Suncor. Staff recommends award of the bid to Suncor Construction and Materials, Inc. in the amount of \$247,572.20.

c. **Consider approval of purchasing playground equipment via a Sourcewell Contract with Landscape Structures for Southern Hills Park (Poppy Park).**

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new playground equipment for Southern Hills Park (Poppy Park) and is for materials, delivery, and installation. The proposed playground equipment includes a tower structure with multiple slides, swings, spinners, zip line, and shade. Staff received a quote from Landscape Structures through the Sourcewell cooperative contract for this purchase. Staff recommends approval of the purchase from Landscape Structures in the amount of \$583,957.80.

d. Consider Amendment #2 to Task Order #5 for Whitaker Construction for the General Aviation Taxilane Project.

BACKGROUND and RECOMMENDATION: The FAA participation identified in Schedule I is limited to paving 35 feet of the eligible taxilane width. Under the current contract scope, the remaining 45 feet would not be paved as part of this project, resulting in an incomplete taxilane section adjacent to the hangar area. This item is to include the 45 feet as part of the pavement project. Staff recommends approval contingent upon approval of the associated budget amendment.

e. Consider approval of a Non-Federal Reimbursable Agreement between DOT/FAA and the City of St. George for the telecommunications for the Aircraft Control Tower.

BACKGROUND and RECOMMENDATION: The purpose of this agreement is to provide for FAA approved telecommunications infrastructure between the new air traffic control tower at the St George Regional Airport (SGU) and the Los Angeles Air Route Traffic Control Center (ARTCC) (ZLA). The use of FAA approved communication services/equipment will allow the sponsor's facility to conduct safe air traffic operations in the National Airspace System (NAS). The cost of the associated work and equipment is \$209,101.64. Staff recommends approval of the agreement.

f. Consider approval of a Reimbursement Agreement between Washington City and St. George City for the Merrill Road and Harvest Lane Traffic Signal Project.

BACKGROUND and RECOMMENDATION: Washington City is installing a traffic signal at the intersection of Merrill Road and Harvest Lane. The south side of Merrill Road is in St. George. A private land developer in the area is contributing \$50,000 toward the project based on its traffic impacts to the intersection. The remaining portion of the project will be split between Washington City and the City of St. George. Washington City will act as the lead agency for the project and design and bid the project. Staff recommends approval of the agreement.

g. Consider approval for the Elks Lodge to serve alcohol at their events held at the covered pavilion on City-owned property adjacent to their parking lot for the remainder of 2026.

BACKGROUND and RECOMMENDATION: The Elks Lodge holds multiple events and fundraisers on their property each year for its members. The pavilion located near their building is on City property, where they often hold events and would like to be able to serve alcohol at the fundraisers and events. Their events are for members only and are not open to the public. Staff recommends approval with conditions that the applicant: 1) obtain approval of a Local Authority Consent for each event; and 2) reapply for City Council approval for each future year.

3. Public hearing and consideration of Resolution No. 2026-003R 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.

4. Public hearing and consideration of Ordinance No. 2026-005 vacating a municipal utility easement, located on Lots 104 and 105 of Desert Canyons Town Center West Commercial Subdivision.

BACKGROUND and RECOMMENDATION: Lots 104 and 105 of the Desert Canyons Town Center West Commercial Subdivision are being amended through a subdivision amendment. As part of this amendment, the lots will increase in size, and the associated easements will be relocated to the new lot lines. The Joint Utility Commission (JUC) reviewed the proposed vacation and recommended approval.

5. Public hearing and consideration of Ordinance No. 2026-006 vacating an easement for utility and drainage purposes, located at the rear of Lot 18 of River's Edge at Sunbrook.

BACKGROUND and RECOMMENDATION: The original subdivision plat designated the area behind Lots 16–21 as common area. Later, this common area was divided up by property owners, resulting in portions being assigned to the respected individual lot owners. The applicant for Lot 18 proposes to construct a swimming pool in this area and must therefore merge a parcel into the existing lot. As part of this process, the easement along the current rear lot line will be vacated, and new easements will be granted along the revised lot lines. The Joint Utility Commission (JUC) reviewed the proposed vacation and recommended approval.

6. Public hearing and consideration of Ordinance No. 2026-007 vacating of a right-of-way easement for sewer pipeline, located on the south side of Riverside Drive between the Comfort Inn and Culver's.

BACKGROUND and RECOMMENDATION: This is an old sewer line easement that runs north and south across the property. The line has been abandoned and is no longer in use. The Joint Utility Commission (JUC) reviewed the proposed vacation and recommended approval.

7. Public hearing and consideration of Ordinance No. 2026-008 vacating a utilities, drainage, and irrigation easement, located between Lots 56 & 57, Lots 57 & 58, Lots 58 & 59, Southgate Hills Subdivision Phase 5.

BACKGROUND and RECOMMENDATION: These four lots are owned by a father and son, with the son owning Lots 56 and 57 and the father owning Lots 58 and 59. Each intends to merge their respective lots into a single lot - Lots 56 and 57 into one lot, and Lots 58 and 59 into another. Along with the mergers, the shared lot line between the two newly created lots will be adjusted to align with existing on-site landscaping. This adjustment will help resolve existing conditions, as a dwelling unit currently extends across the lot line between Lots 58 and 59. The Joint Utility Commission (JUC) reviewed the proposed vacation NS recommended approval.

8. Public hearing and consideration of Ordinance No. 2026-009 vacating a municipal utility easement, located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2.

BACKGROUND and RECOMMENDATION: When the home was built on Lot 216 it was built on the lot line which resulting in a violation of the setback requirements. The common area next to this lot is being merged into Lot 216 to provide the appropriate setback requirement. This common area is a blanket municipal utility easement and needs to be vacated prior to amending the subdivision plat. The Joint Utility Commission (JUC) reviewed the proposed vacation and recommended approval.

9. Public hearing and consideration of Ordinance No. 2026-010 vacating a Sewer Easement in Santa Clara, UT.

BACKGROUND and RECOMMENDATION: The developer will be dedicating a new public street running east-west in a new alignment between Rachel Drive and Red Mountain Drive in Santa Clara in which public utilities, including the sewer line, will be relocated. Staff recommends approval.

10. Consider approval of Ordinance No. 2026-011 amending the City's General Plan by changing the land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive. (Case No. 2025-GPA-19 - Dixie Drive)

BACKGROUND and RECOMMENDATION: The proposal is to amend the City's General Plan by changing the land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive. At their meeting held on February 10, 2026, the Planning Commission held a public hearing and recommended approval with no conditions, with a vote of 5-1. There was one public comment at this meeting and three written comments.

11. Consider approval of Ordinance No. 2026-012 amending the City's General Plan by changing the land-use map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 17.64 acres generally located west of Mesa Palms Drive and north of Curly Hollow Drive. (Case No. 2025-GPA-020 - Tonaquint 35 Acres)

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. This General Plan Amendment (GPA) is for approximately 17.64 acres of land generally located west of Mesa Palms Drive and north of Curly Hollow Drive. This application proposes to change the General Plan land use from LDR (Low Density Residential) to MDR (Medium Density Residential). The property is currently zoned R-1-8 (Single Family Residential 8,000 SF min lot size) and R-1-10 (Single Family Residential 10,000 SF min lot size). At their meeting held on January 13, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; no public comments were made.

12. Consider approval of Ordinance No. 2026-013 amending the City's General Plan by changing the land-use map from AE (Agricultural Estates) to MDR (Medium Density Residential) on approximately 1.95 acres generally located at the northwest corner of 1800 North and 2100 West. (Case No. 2025-GPA-022 - Sullivan 1800 North GPA)

BACKGROUND and RECOMMENDATION: The General Plan serves as a guide for land-use decisions and contains policies to direct the development of the City. Historically,

this area was designated as Low Density Residential (LDR), which allows for up to 4 dwelling units per acre. In 2025, the City updated the General Plan and redesignated this area as Agricultural Estates (AE). While this designation still allows for up to 4 dwelling units per acre, it requires larger lots to maintain a rural and agricultural character, allowing animals by right. This application proposes a change to Medium Density Residential (MDR) allowing 5-9 dwelling units per acre. At their meeting held on February 10, 2026 the Planning Commission held a public hearing and recommended approval with a vote of 6-0. There were comments from the public concerned about turning agricultural into a higher density, worried about privacy in the back yards close to this project, and traffic concerns.

13. Consider approval of Ordinance No. 2026-014 amending the City's General Plan from AE (Agriculture Estates) to LDR (Low Density Residential) on approximately 11.97 acres generally located on the northwest corner of 2450 South and 3210 East. (Case No. 2026-GPA-018 - Sullivan General Plan)

BACKGROUND and RECOMMENDATION: The applicant has submitted an application on behalf of the property owner to change the General Plan designation on the subject property. The Planning Commission held a public hearing on the request and is recommending approval with a 6-0 vote.

14. Consider approval of Ordinance No. 2026-015 amending the City Zoning Map by changing the zone from A-1 (Agricultural) to PD-C (Planned Development Commercial) on approximately 8.46 acres located on the northeast corner of 2450 South and 3000 East. (Case No. 2025-ZC-023 - Sullivan PD-C 2450 South)

BACKGROUND and RECOMMENDATION: The proposal is to change the zoning to PD-C (Planned Development Commercial) with a use list. This is a request for an initial zone change establishing the zoning and use list on the property only. The underlying general plan is COM (Commercial). At their meeting held on January 13, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0, and with a condition. There was one public comment.

15. Consider approval of Ordinance No. 2026-016 amending the Desert Color Planned Development Commercial zone on approximately 0.65 acres located east of Desert Color Parkway, between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-001 - Dutch Bros Desert Color)

BACKGROUND and RECOMMENDATION: The proposal is for a coffee shop. The underlying general plan is PD (Planned Development). At their meeting held on February 10, 2026, the Planning Commission held a public hearing, and recommended approval with a single condition, with a vote of 6-0; there were no public comments.

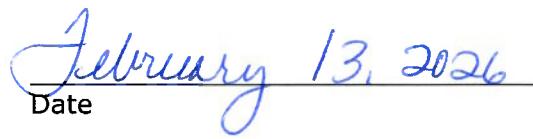
16. Consider approval of Ordinance No. 2026-017 amending the Black Ridge Planned Development Commercial zone on approximately 3.44 acres located on the northeast corner of Black Ridge Drive and 250 West. (Case No. 2026-PDA-033 - Black Ridge Restaurants)

BACKGROUND and RECOMMENDATION: In November 2024, a site plan was approved allowing two restaurant pads, and while only one had elevations at the time, Rodizio Grill is now seeking approval of its elevations for the second pad. At their meeting held on February 10, 2026, the Planning Commission recommended

approval with no conditions; one letter was received from a neighboring business owner concerned over the potential loss of views.

- 17. Appointments to Boards and Commissions of the City.**
- 18. Reports from Mayor, Councilmembers, and City Manager.**
- 19. Request a closed meeting to discuss litigation, security, property acquisition or sale or the character and professional competence or physical or mental health of an individual.**


Christina Fernandez, City Recorder


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.



Agenda Date: 02/19/2026

Agenda Item Number: 2a

Subject:

Consider award of bid to Irby Utilities for the purchase of 750 Primary Wire for the Circuit from Canyon View project.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 East Red Hills Pkwy

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

This item is for the purchase of 750 Primary wire that will be used for the Circuit from Canyon View project. The city received three bids, Irby Utilities provided the lowest bid with acceptable lead times. Staff recommends award of the bid to Irby Utilities in the amount of \$224,000.

Staff Narrative (need/purpose):

Growth in this area has required an additional distribution circuit from the Canyon View substation. This circuit will allow us to shift load from existing substations and provide increased reliability for the area.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: \$224,000

Amount approved in current FY budget for item: \$650,000

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

The amount has been approved in the current FY26 budget.

Description of funding source:

The amount has been approved in the current FY26 budget.

Recommendation (Include any conditions):

Staff recommends approval.

Attachments



EQUIPMENT/SUPPLIES/MATERIALS PURCHASE AGREEMENT FOR 20,000 FEET OF 750 PRIMARY WIRE

THIS AGREEMENT is made and entered into on _____, by and between the City of St. George, a Utah municipal corporation, whose address is 61 S. Main St., St. George, Utah 84770 ("City") and Stuart C. Irby, whose address is 815 Irby Drive, Jackson, MS 39201, ("Seller").

RECITALS

WHEREAS, City desires to purchase equipment/supplies/materials listed in Exhibit A (hereinafter "Goods"); and

WHEREAS, Seller submitted a bid/quote which outlines the equipment/supplies/materials to be purchased, the quantity and the price as shown in Exhibit A and incorporated herein; and

WHEREAS, City selected Seller to provide the Goods.

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as sufficient consideration the Parties hereby acknowledge, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
2. **Purchase.** Seller hereby sells, conveys and transfers to City all rights, title and interest in and to the Goods which goods shall comply with the terms of the Bid Documents and/or Specifications which are incorporated as a term of this agreement by this reference.
3. **Purchase Price and Payment.** City shall pay Seller a total sum of \$224,000.00 for the Goods. City shall pay Seller in full within 30 days of delivery of the Goods to City, acceptance of those Goods by the City and receipt of the invoice.
4. **Delivery.** Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to City the Goods. Seller will deliver the Goods required by the Agreement on or before the 28th of February, 2026, unless the period for delivery is extended by City. Seller shall be solely responsible for the Goods until they are accepted by City. City, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of the conditions of this sale. If the City, in good faith, determines that all or a portion of the Goods are non-conforming, the City may return the Goods to the Seller at no cost to City. Seller is strictly liable for Goods until City accepts delivery of Goods. The

Goods shall not be deemed accepted until City deems the Goods conform to the terms and conditions of the sale and the Goods are in good order and condition and City is satisfied with the same. City has the right to cancel the order if the Goods are not delivered on time.

5. **Title to Goods.** Seller represents that he owns the Goods free and clear and that such Goods are free of all liens. Seller will defend and indemnify City against a claim that the Goods belong to a third party. Seller shall reimburse City all expenses for defending any such claim.

6. **Warranties.** Seller warrants all Goods for the Warranty Period shown in Exhibit A. The warranty period begins on the date the Goods are accepted by City and continues for the time shown in Exhibit A.

7. **Infringement Indemnity.** Seller will defend and indemnify City against a claim that the Goods infringe a copyright or patent. City shall be reimbursed all expenses for defending any such claim.

8. **Compliance with Applicable Laws.** Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.

9. **Compliance with Public Contract Boycotting Restrictions.** Seller 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.

10. **Conflicts.** In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.

11. **No Waiver.** The failure of either Party to enforce any of this Agreement's provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.

12. **Notices.** 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
61 S. Main St.
St. George, Utah 84770
Attention: City Attorney
Copy: legal@sgcity.org

INDEPENDENT CONTRACTOR: Stuart C. Irby
815 Irby Drive
Jackson, MS 39201
Attention: Nicole Dear

13. **Governing Law and Venue.** Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced

relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

14. **Construction.** This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

15. **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.

16. **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.

17. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.

18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.

19. **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.

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

21. **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.

22. **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.

23. **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.

24. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

25. **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 of their intention to be bound by the above covenants, obligations, terms and conditions, the Parties hereby execute this Agreement as follows:

CITY OF ST. GEORGE

Jimmie B. Hughes, Mayor

ATTEST:

Christina Fernandez, City Recorder

SELLER: Stuart C. Irby

John Grace, District Manager

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Kristopher Pearson, Assistant City Attorney

**This is the initial reading of the bids. All of the information is subject to verification and evaluation in accordance with the published bid criteria.				Anixter				Irby Utilities				Western United Electric Supply				
			Total Cost	\$237,000.00				\$224,000.00				\$231,521.74				
			#	Items	Quantity Required	Unit of Measure	Unit Price	Brand	Estimated Lead Time	Total Cost	Unit Price	Brand	Estimated Lead Time	Total Cost	Unit Price	Brand
0																
#0-1	750 PRIMARY WIRE	20000	FEET	\$11.85	Prysmian EPR	7500' IN STOCK - 22-26 WEEKS FOR THE BALANCE	\$237,000.00	\$11.20	OKONITE	STOCK	\$224,000.00	\$11.58	Kerite	3000' Reels in stock, Subject to Prior sale, 12-14 week production delivery	\$231,521.74	



Agenda Date: 02/19/2026

Agenda Item Number: 2b

Subject:

Consider approval to award bid to Suncore Construction and Materials, Inc. (formerly Sunroc) for the Mall Drive and 450 North Traffic Signal Project.

Item at-a-glance:

Staff Contact: Monty Thurber

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Mall Drive at 450 North

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

The project consists of the installation of a traffic signal at the intersection of Mall Drive and 450 North. The project was advertised as a formal bid, and three bids were received. The lowest responsive bid was submitted by Suncor. Staff recommends award of the bid to Suncore Construction and Materials, Inc. in the amount of \$247,572.20.

Staff Narrative (need/purpose):

This traffic signal will enhance safety and improve intersection capacity, particularly for left turns from 450 North onto Mall Drive, while also providing safer pedestrian crossings along Mall Drive in that vicinity.

Name of Legal Dept approver: Alicia Gavany-Carlton

Budget Impact:

Cost for the agenda item: \$247,572.50

Amount approved in current FY budget for item: \$247,572.20

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

N/A

Description of funding source:

Budgeted funds for Traffic Signal Installation and Improvements

Recommendation (Include any conditions):

Approval

Attachments

Bid Table
Mall Dr and 450 North Traffic Signal Project

Item	Description	Bid		Suncore		Interstate		Tri-State	
		Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
#0-1	MOBILIZATION & DEMOBILIZATION	1	LS	24,000.00	24,000.00	23,150.00	23,150.00	31,481.00	31,481.00
#0-2	TRAFFIC CONTROL	1	LS	18,100.00	18,100.00	23,250.00	23,250.00	15,000.00	15,000.00
#0-3	TEMPORARY CONTROLS	1	LS	3,570.00	3,570.00	6,500.00	6,500.00	1,500.00	1,500.00
#0-4	CONSTRUCTION LAYOUT & STAKING	1	LS	6,040.00	6,040.00	6,500.00	6,500.00	2,800.00	2,800.00
#0-5	LANDSCAPE RESTORATION	1	LS	2,975.00	2,975.00	17,500.00	17,500.00	6,210.00	6,210.00
#0-6	REMOVE ASPHALT	3300	SF	2.00	6,600.00	1.15	3,795.00	1.75	5,775.00
#0-7	REMOVE CONCRETE FLATWORK	830	SF	3.25	2,697.50	3.65	3,029.50	4.75	3,942.50
#0-8	REMOVE CONCRETE WATERWAY	570	SF	3.35	1,909.50	4.75	2,707.50	5.70	3,249.00
#0-9	REMOVE CURB & GUTTER	130	LF	11.75	1,527.50	8.00	1,040.00	18.50	2,405.00
#0-10	REMOVE & SALVAGE SIGN	1	EA	59.45	59.45	90.00	90.00	150.00	150.00
#0-11	REMOVE PAVEMENT MARKING PAINT	800	LF	4.75	3,800.00	4.75	3,800.00	4.05	3,240.00
#0-12	REMOVE PAVEMENT MESSAGE	2	EA	237.85	475.70	170.00	340.00	145.00	290.00
#0-13	ROADWAY ASPHALT W/ BASE	3750	SF	6.10	22,875.00	6.25	23,437.50	5.85	21,937.50
#0-14	TYPE HB30-7 CURB & GUTTER W/ BASE	47	LF	62.25	2,925.75	35.50	1,668.50	42.55	1,999.85
#0-15	PEDESTRIAN ACCESS RAMP W/ BASE	6	EA	2,793.50	16,761.00	1,500.00	9,000.00	4,370.00	26,220.00
#0-16	SIDEWALK W/ BASE	110	SF	13.85	1,523.50	10.00	1,100.00	10.50	1,155.00
#0-17	SIGN W/ POST & BASE	1	EA	344.70	344.70	400.00	400.00	540.00	540.00
#0-18	PAVEMENT MARKING PAINT (4")	720	LF	0.66	475.20	1.15	828.00	0.95	684.00
#0-19	PAVEMENT MARKING PAINT (8")	475	LF	1.20	570.00	2.30	1,092.50	1.95	926.25
#0-20	PAVEMENT MARKING PAINT (12")	590	LF	1.50	885.00	3.50	2,065.00	2.95	1,740.50
#0-21	PAVEMENT MESSAGE	8	EA	77.30	618.40	100.00	800.00	80.50	644.00
#0-22	TRAFFIC SIGNAL SYSTEM	1	LS	122,404.00	122,404.00	118,200.00	118,200.00	120,776.00	120,776.00
#0-23	CCTV SYSTEM	1	LS	6,435.00	6,435.00	8,800.00	8,800.00	8,635.00	8,635.00
Totals		247,572.20				259,093.50			
						261,300.60			



Agenda Date: 02/19/2026

Agenda Item Number: 2C

Subject:

Consider approval of purchasing playground equipment via a Sourcewell Contract with Landscape Structures for Southern Hills Park (Poppy Park).

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Southern Hills Park (Poppy Park), 2025 East White Dome Drive

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

This proposed purchase is to provide new playground equipment for Southern Hills Park (Poppy Park) and is for materials, delivery, and installation. The proposed playground equipment includes a tower structure with multiple slides, swings, spinners, zip line, and shade. Staff received a quote from Landscape Structures through the Sourcewell cooperative contract for this purchase. Staff recommends approval of the purchase from Landscape Structures in the amount of \$583,957.80.

Staff Narrative (need/purpose):

The purpose of the project is to provide a playground for the new neighborhood park in the Southern Hills area of the City. The park borders the White Dome Nature Preserve which is home to the Dwarf Bear Poppy. The proposed playground is themed off of the Dwarf Bear Poppy, hence why the park will be named Poppy Park. At the neighborhood park open house, the number one desired amenity was a larger playground due to the large population of younger kids in the area. That is why this proposed playground is larger than a typical neighborhood park playground. The shade structures are not shown in the provided renderings. There will be 3, 16 ft x 16 ft shades throughout the main play area and shade over the swing bay. The main tower structure shades itself. Surfacing will be engineered wood fiber (wood chips) that will be purchased and installed separately from this playground equipment. The concrete slide area is not part of this playground equipment purchase either. Poppy Park is a proposed project from the Trails, Parks & Recreation General Obligation Bond.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$583,957.80

Amount approved in current FY budget for item: \$2,465,000.00

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

Approved in budget.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Approval.

Attachments



PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS AND CHECKS
TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035



CONTACT: Jeff Sonntag
PHONE: 801.279.9797
FAX: 801.278.9794
EMAIL: jeff@sonntagrec.com
WEBSITE: www.sonntagrec.com

Sourcewell Contract Number: 010521-LSI

QUOTE #2615C

SHIP TO: Poppy Park

Pricing Good for 60 days from date of Proposal

Destination

F.O.B.

FREIGHT Prepaid Collect

BILL TO: City of St. George
ATTN: Accounts Payable
175 East 200 North
St. George, UT 84790

Net 30 (Deposit may be required)

Terms (Subject to Credit Approval by Landscape Structures)

REP	JOB		LEAD TIME
Jeff	Poppy Park		TBD
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Landscape Structures - Playground Design #1204302-03 - (Option 3)		\$508,215.00
1	Playground Installation		\$110,000.00
1	Freight		\$16,400.00

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON
APPROVAL BY LANDSCAPE STRUCTURES. CUSTOMER RECEIPT OF AN ORDER
ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

SUBTOTAL	\$634,615.00
SOURCEWELL DISCOUNT	-\$40,657.20
EXTRA COURTESY DISCOUNT	-\$10,000.00
TOTAL	\$583,957.80

ACCEPTED BY CUSTOMER

DATE

PRINT NAME

PROPOSED BY LSI REPRESENTATIVE

DATE

Jeff Sonntag

2/2/2025

PRINT NAME

TAXABLE: FREIGHT

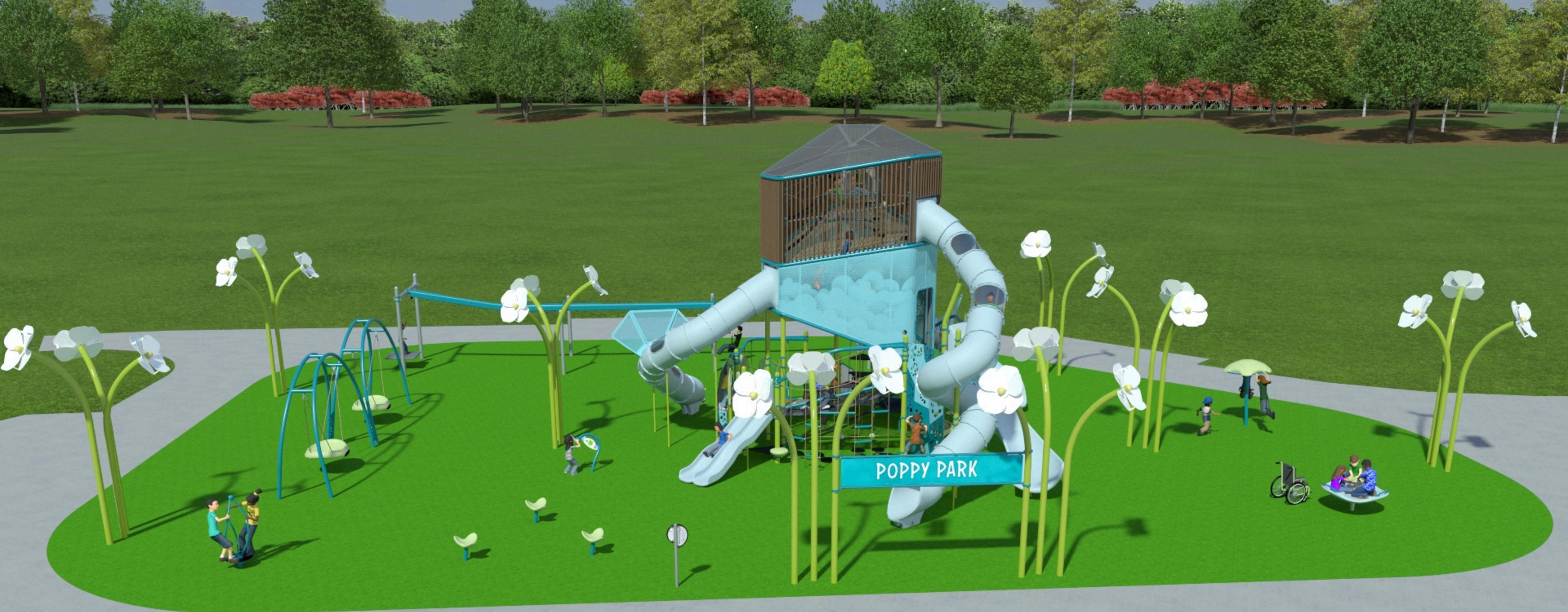
INSTALLATION



City of St. George
Poppy Park Designs

Playground Design

Option 3



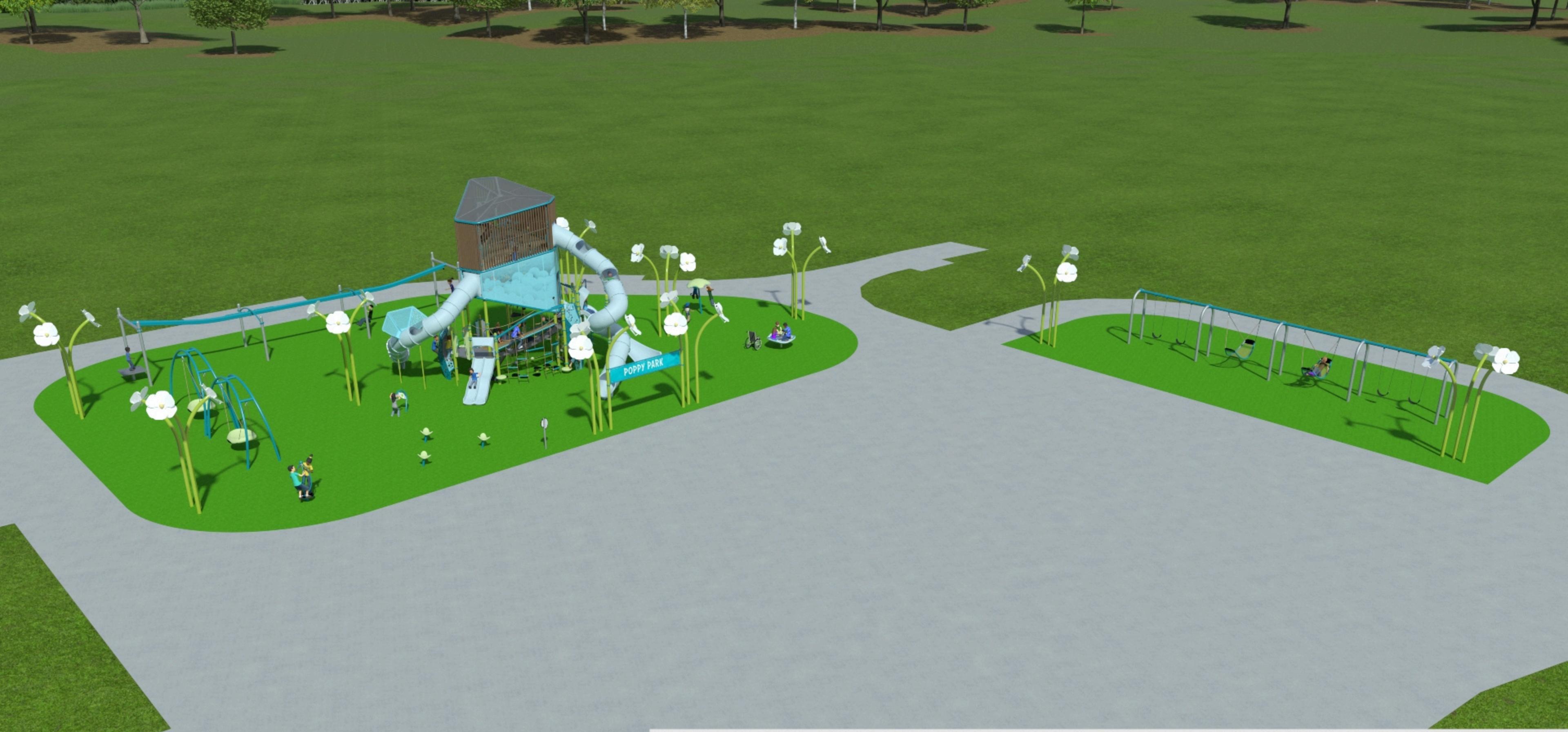
 **landscape
structures**

Poppy Park

1204302-03-01-03 • 01.30.2026

 **Sonntag**
Recreation, LLC

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 **landscape**
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Poppy Park

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Poppy Park

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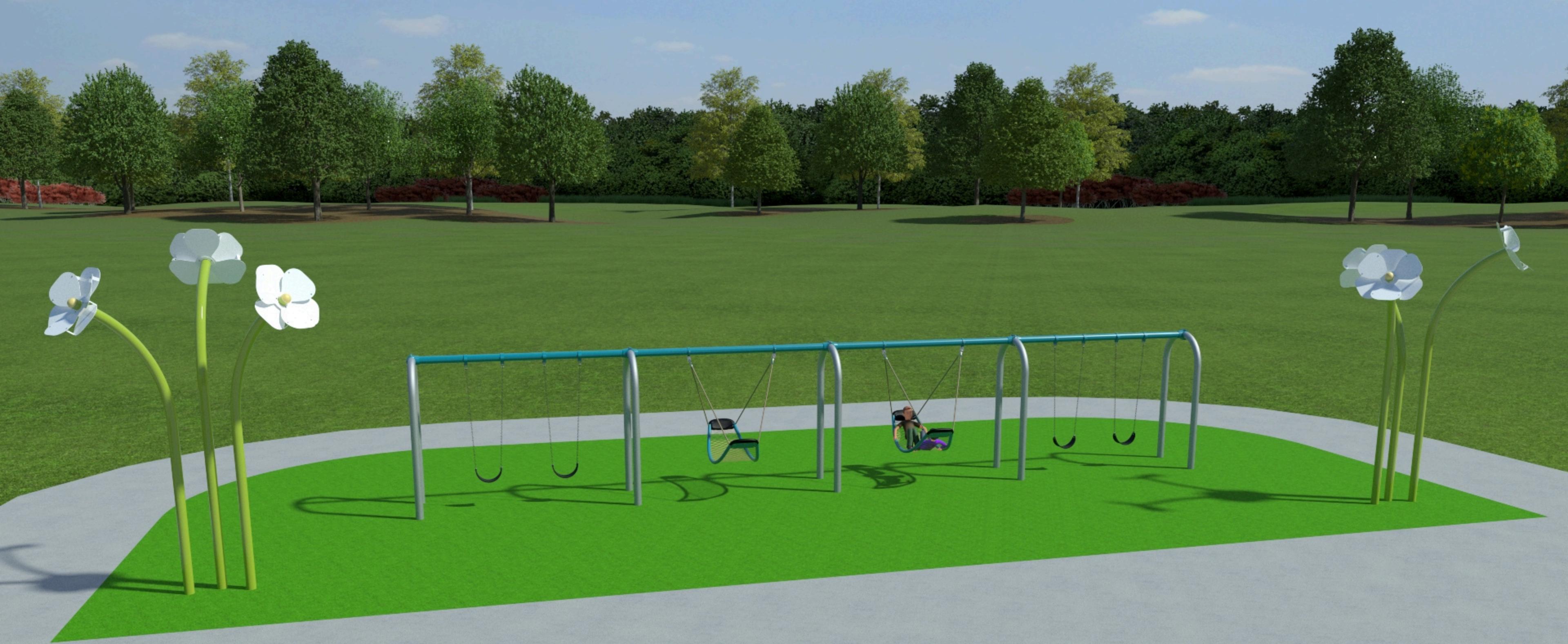
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 **landscape
structures**

Poppy Park

1204302-02-01-08 • 01.30.2026

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Recreation, LLC

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Agenda Date: 02/19/2026

Agenda Item Number: 2d

Subject:

Consider Amendment #2 to Task Order #5 for Whitaker Construction for the General Aviation Taxilane Project.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 S Airport Pkwy

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

The FAA participation identified in Schedule I is limited to paving 35 feet of the eligible taxilane width. Under the current contract scope, the remaining 45 feet would not be paved as part of this project, resulting in an incomplete taxilane section adjacent to the hangar area. This item is to include the 45 feet as part of the pavement project. Staff recommends approval contingent upon approval of the associated budget amendment.

Staff Narrative (need/purpose):

This item is to pave the additional 45 feet that would originally precluded from the project. The extension of the pavement structure will provide a uniform line that the hangar owners can tie into when they construct the approaches to their hangars. The suitable embankment is necessary to provide the required cover depth for the waterline. The PVC conduit is for future communication cables to the tower. Staff recommends completing the full width now while the contractor is mobilized and work is underway to avoid less efficient, higher-cost piecemeal fixes later. As FAA participation is limited to the eligible Schedule I scope, this change order is City-funded to achieve the needed functional width; staff will pursue cost recapture through FAA-compliant lease terms and/or rates and charges so the benefiting hangar owner contributes appropriately and the City's financial position is protected.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$513,777

Amount approved in current FY budget for item: \$0

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

Staff intends to recapture the City's incremental cost associated with this change order to ensure the Airport and City are not permanently subsidizing a non-FAA-eligible portion that directly benefits the hangar development area. Recapture can be structured through established airport financial practices, such as cost recovery through lease terms and/or airport rates and charges, as applicable and compliant with FAA requirements.

Description of funding source:

Staff intends to recapture the City's incremental cost associated with this change order to ensure the Airport and City are not permanently subsidizing a non-FAA-eligible portion that directly benefits the hangar development area. Recapture can be structured through established airport financial practices, such as cost recovery through lease terms and/or airport rates and charges, as applicable and compliant with FAA requirements.

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Amendment 2 to Task Order 5

Amendment No: 2

Woolpert Project No. 10020097.00

This Amendment No. 2 to Task Order No. 5 ("Amendment"), dated the _____ day of _____, 2026 is attached to and made part of Task Order No. 5, dated the 8th day of September, 2025, to the Master Professional Services Agreement ("Agreement") dated the 25th day of June, 2025, all as executed by and between Woolpert, Inc. and the City of St. George, a municipal corporation (collectively "the parties"). The parties hereby agree to amend the Task Order as provided below:

Add additional Administration, Inspection and QA Testing services to Schedule II (Non-Federal) – West GA Taxilane Utility Work for Change Order 4 work as referenced in Exhibit 1. Change Order 4 will add 15 working days to the contract. The additional services are for the extra administration, inspection, and QA testing costs. Change Order 4 adds 22.5 feet of taxilane pavement section each side of Schedule I (Federal) limits.

The terms, Services and/or Work of the Task Order intended to be modified by this Amendment will only commence upon the full execution of this Amendment, and when returned to the above-identified Woolpert personnel.

Except as expressly contained and amended herein, all other terms, agreements and conditions, as contained and set forth in the Agreement and Task Order are hereby affirmed and ratified.

IN WITNESS WHEREOF, this Amendment is accepted as of the date first written above.

CITY OF ST. GEORGE:

Signed: _____

Name: Jimmy Hughes

Title: Mayor

WOOLPERT, INC.:

Signed: _____

Name: Jason Virzi, PE

Title: Vice President

ATTESTED TO:

Signed: _____

Name: Christina Fernandez

Title: City Recorder

APPROVED AS TO FORM:

Signed: _____

Name: Alicia Carlton

Title: Assistant City Attorney

REVIEWED BY:

Signed: _____

Name: Dustin Warren

Title: Airport Director

EXHIBIT 1

AIRPORT: **St. George Regional Airport**
PROECT. NO.: **SGU Loc25**
PROJECT NAME: **West GA Taxilane Utilities**
DATE: **February 10, 2026**



		TOTAL COST
CHANGE ORDER 4 - INSPECTION AND TESTING SERVICES (TIME AND MATERIALS)		
1.0	Administration Phase (Time and Materials)	\$ 4,500.00
3.0	Construction Inspection Phase (Time and Materials)	\$ 30,000.00
		\$ 34,500.00
SUBCONSULTANT 1 - QA Testing		
	Applied Geotechnical Engineering Consultants	\$ 16,025.00
		\$ 16,025.00
		\$ 16,025.00
	TOTAL	\$ 50,525.00



CONTRACT CHANGE ORDER NO. 4, Schedule II or SUPPLEMENTAL AGREEMENT NO. N/A

AIRPORT St. George Regional Airport (SGU) DATE 2/10/2026

LOCATION St. George, UT AIP PROJECT NO. 3-49-0060-054-2025

CONTRACTOR Whitaker Construction Company, Inc.

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
CO-04-01	Mobilization	LS	\$8,250.00	1	\$8,250.00
CO-04-02	Unclassified Excavation	CY	\$6.50	2,200	\$14,300.00
CO-04-03	On-Site Suitable Embankment	CY	\$10.00	4,200	\$42,000.00
CO-04-04	Subgrade Preparation	SY	\$0.70	7,920	\$5,544.00
CO-04-05	Aggregate Base Course	CY	\$96.40	1,320	\$127,248.00
CO-04-06	Asphalt Mix, 1/2", PG 64-34	TON	\$147.00	1,770	\$260,190.00
CO-04-07	Emulsified Asphalt Tack Coat	TON	\$905.00	4	\$3,620.00
CO-04-08	Concrete Encase Existing PVC Conduit	LF	\$105.00	20	\$2,100.00
NA	Plans C200-C220, C400-C402, Updated XML P-TOPO, and CO-1 Exhibit	NA	NA	NA	NA
This Change Order Total					\$463,252.00
Original Schedule II Contract Amount					\$754,510.00
Previous Change Total					<\$11,200.00>
Revised Schedule II Contract Total					\$1,206,572.00

Contract Time will be increased by 15 working days by this change order. This document shall become an amendment to the contract and all provisions of the contract will apply.

Recommended by: _____ Date _____

Engineer

Date

Accepted by: _____ Date _____

Contractor

Date

Approved by: _____ Date _____

Owner

Date

AIP PROJECT NO. 3-49-0060-054-2025Change Order No. 4, Schedule IIAIRPORT St. George Regional Airport

LOCATION

St. George, UT**JUSTIFICATION FOR CHANGE**

1. Brief description of the proposed contract change(s) and location(s).

- Extend the taxilane pavement structure to the hangar lot lines. See updated plan sheets C200-C201 Geometry Plans, C220 Typical Sections A, B, C & D, and C400-C402 West GA Taxilane Plan and Profile.
- Increase suitable embankment to build the area up on the waterline alignment. See updated P-TOPO xml file.
- Concrete encase PVC conduit in the expanded asphalt footprint. See updated Change Order 1 Exhibit.

2. Reason for the change(s).

- The extension of the pavement structure will provide a uniform line that the hangar owners can tie into when they construct the approaches to their hangars.
- The suitable embankment is necessary to provide the required cover depth for the waterline.
- The PVC conduit is for future communication cables to the tower.

3. Justifications for unit prices or total cost.

The prices are the bid prices for Schedule I (Federal) except for the base course. The base course price was revised due to an increase in the cost since the project bid. The revised unit price is similar to other recent airport projects.

4. The sponsor's share of this cost is available from: Sponsor funds.

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision: Yes No Not Applicable

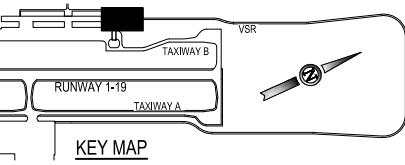
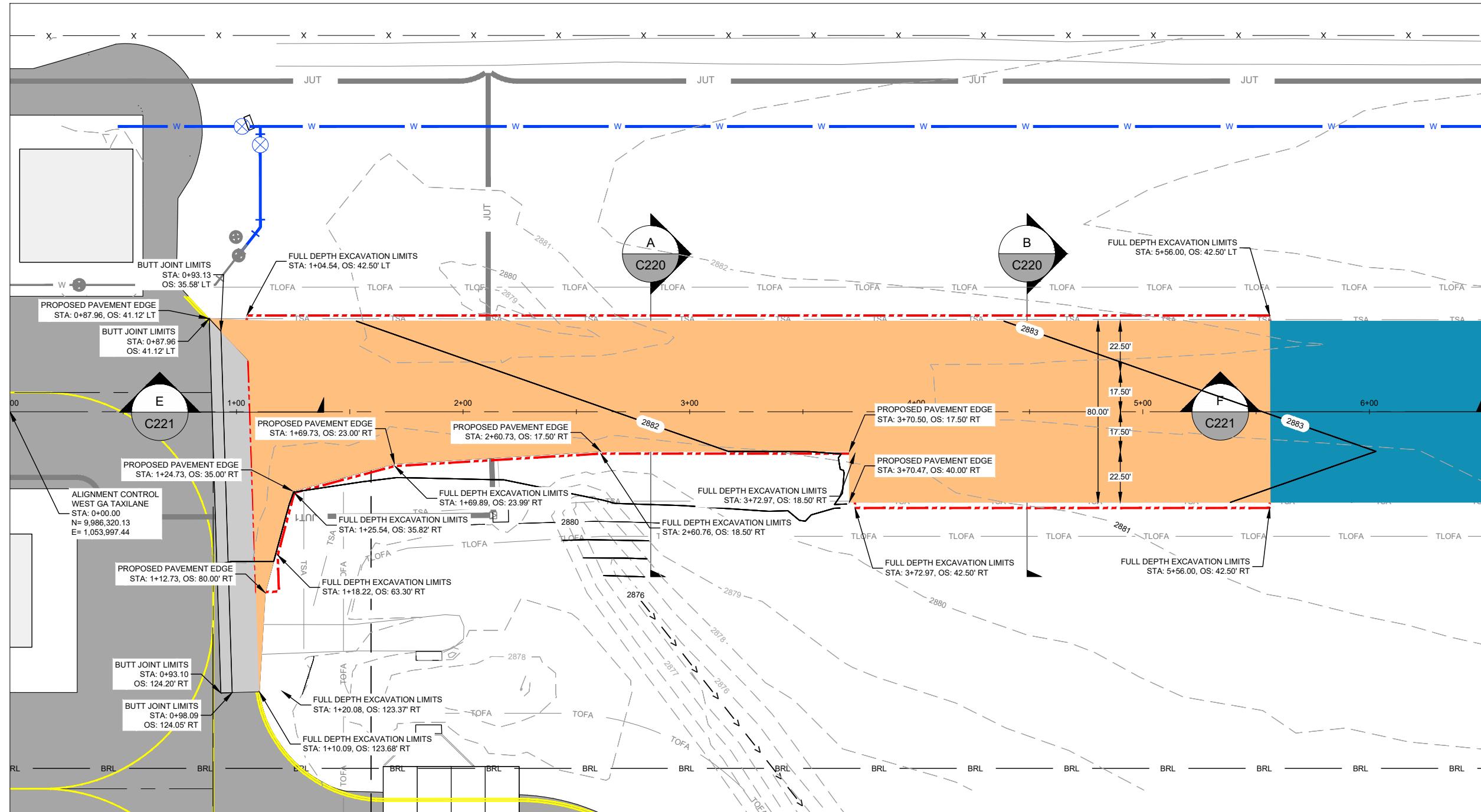
6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with City officials?
Yes No N/A With Whom: Dustin Warren

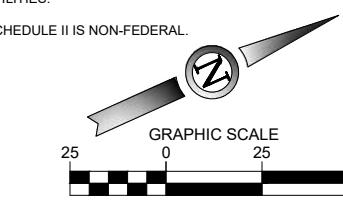
Comment _____



PLAN LEGEND	
	CONSTRUCT PAVEMENT SECTION 17' DEEP
	CONSTRUCT PAVEMENT SECTION 0.83' DEEP
	EXISTING ASPHALT
	17' OVER-EXCAVATION LIMITS
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	SWALE FLOW LINE

GEOMETRY NOTES

- CONTRACTOR TO USE SURVEY CONTROL POINTS AS SHOWN ON SHEET G005 SURVEY CONTROL LAYOUT.
- THE GEOMETRY SHOWN ON THESE SHEETS REPRESENT THEORETICAL PAVEMENT EDGES FOR RUNWAY AND TAXIWAYS BASED ON ADVISORY CIRCULAR FOR AIRPORT DESIGN. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MILL AND OVERLAY TO THE EXISTING ASPHALT PAVEMENT EDGES.
- SEE SHEETS G050 - G052 FOR CONSTRUCTION PHASING.
- SEE SHEETS C501- C503 FOR GEOMETRIC CONTROL OF DRAINAGE STRUCTURES.
- SEE SHEETS C220 - C221 FOR TYPICAL PAVEMENT SECTIONS.
- SEE SHEETS C700 - C701 FOR PAVEMENT MARKING INFORMATION.
- ANY PAVEMENT DAMAGE DURING CONSTRUCTION OUTSIDE THE PROPOSED PROJECT REMOVAL LIMITS SHALL BE REPAVED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES.
- SCHEDULE II IS NON-FEDERAL.

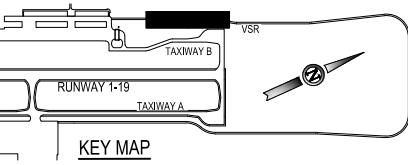
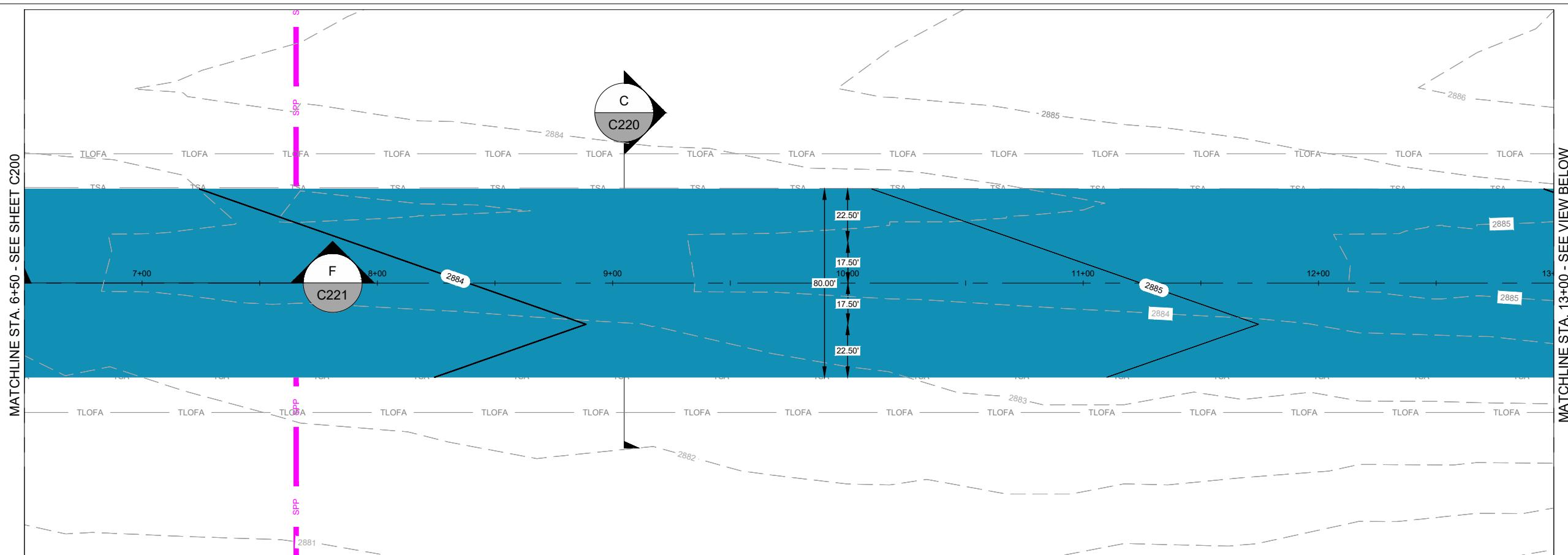


ISSUED FOR CONSTRUCTION



KIRT J MCDANIEL PE-181491 09/05/2025
FOR AND ON BEHALF OF WOOLPERT, INC.

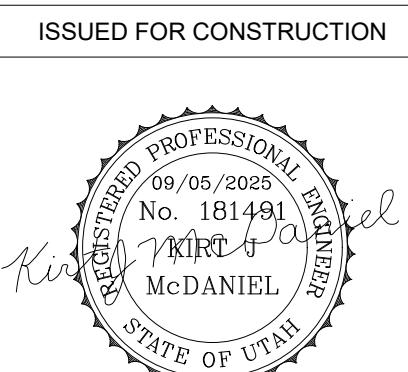
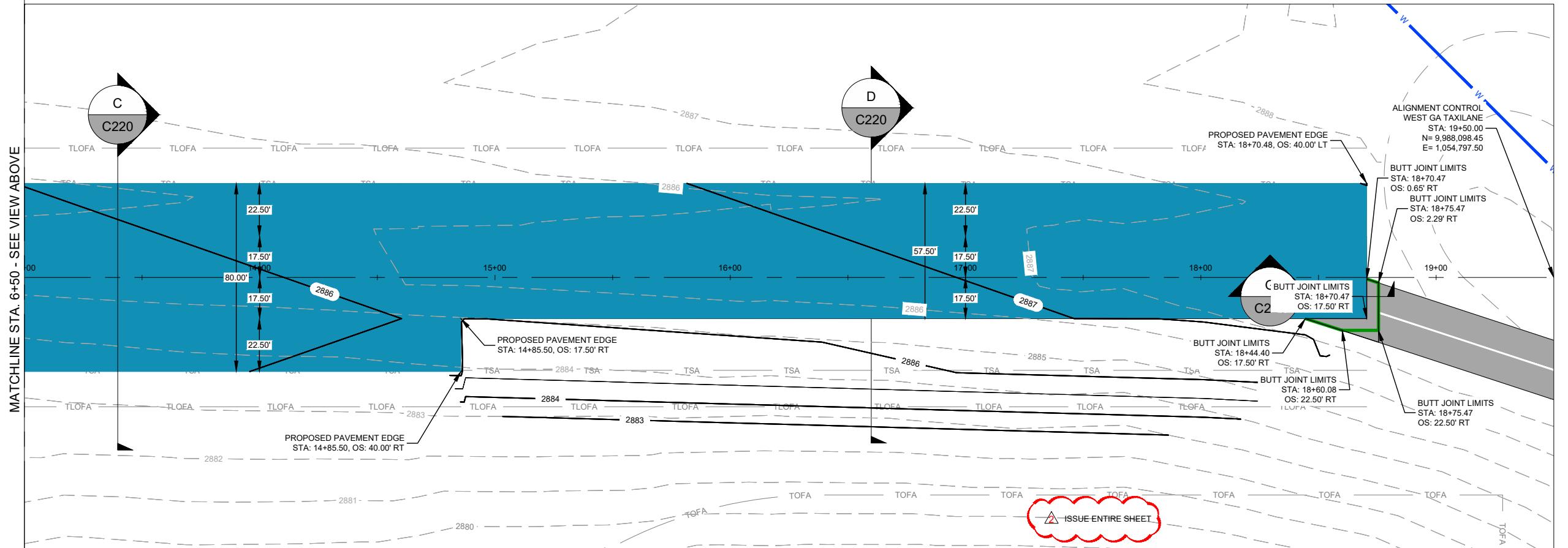
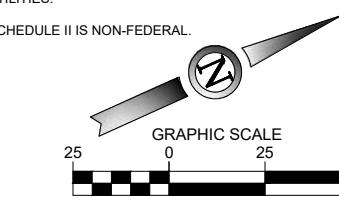




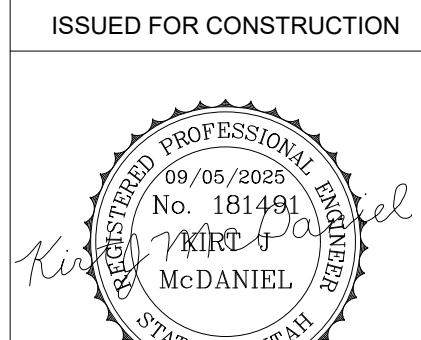
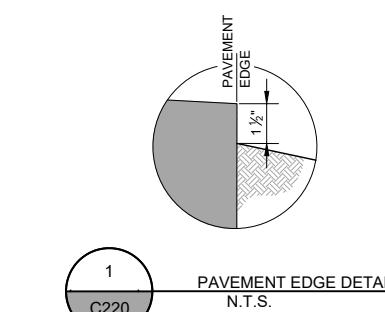
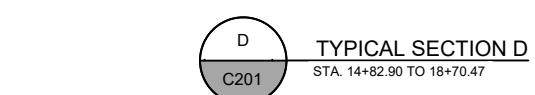
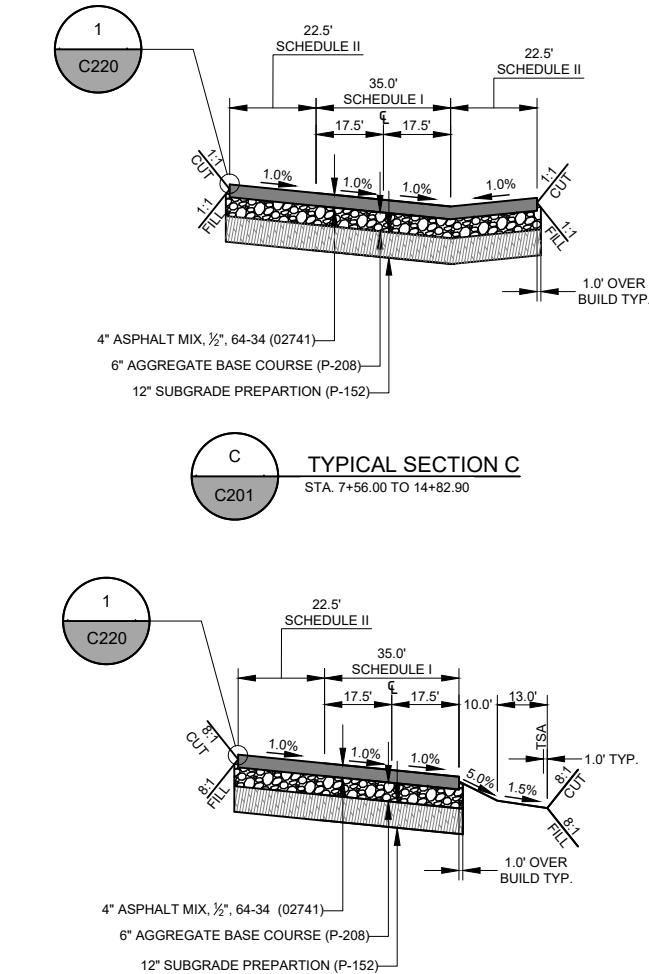
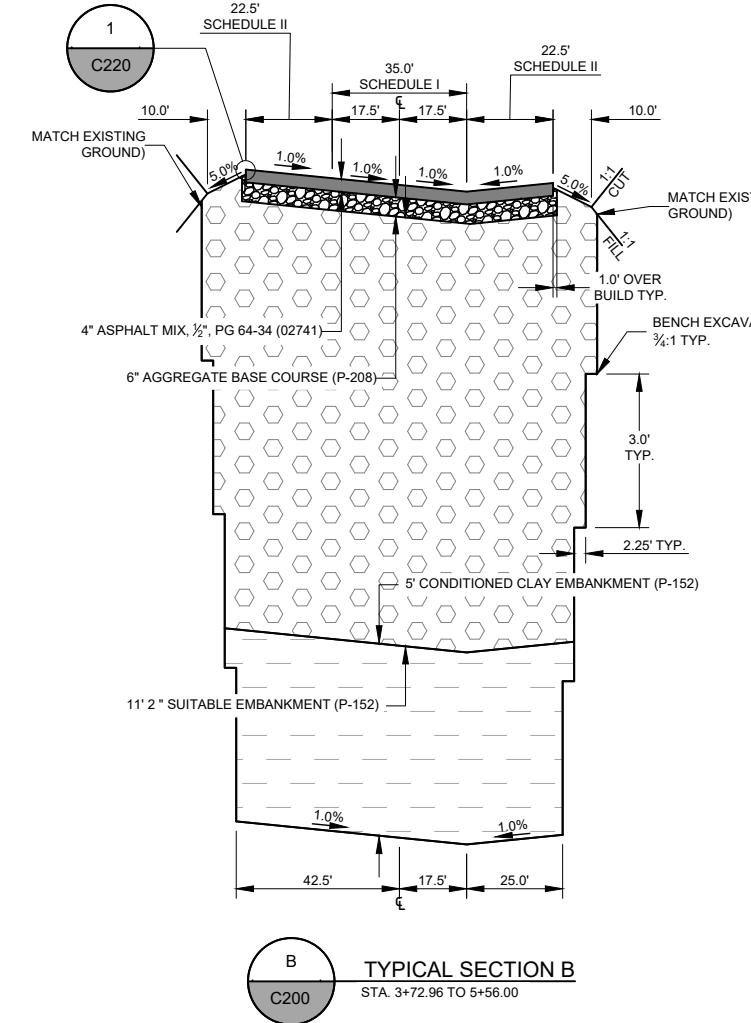
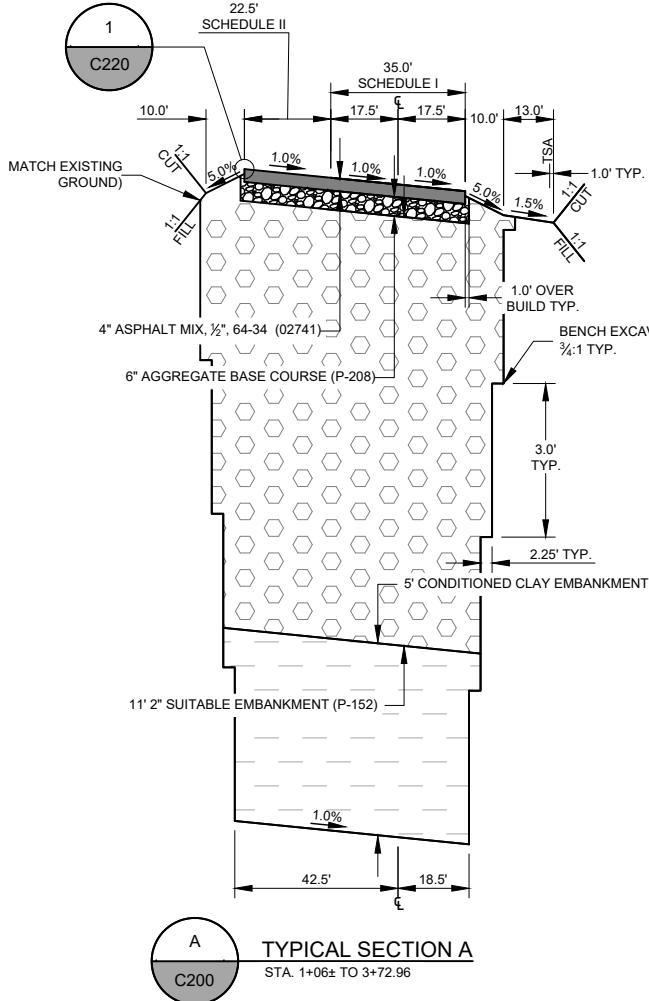
PLAN LEGEND	
	CONSTRUCT PAVEMENT SECTION 17' DEEP
	CONSTRUCT PAVEMENT SECTION 0.83' DEEP
	EXISTING ASPHALT
	17' OVER-EXCAVATION LIMITS
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	SWALE FLOW LINE

GEOMETRY NOTES

1. CONTRACTOR TO USE SURVEY CONTROL POINTS AS SHOWN ON SHEET G005 SURVEY CONTROL LAYOUT.
2. THE GEOMETRY SHOWN ON THESE SHEETS REPRESENT THEORETICAL PAVEMENT EDGES FOR RUNWAY AND TAXIWAYS BASED ON ADVISORY CIRCULAR FOR AIRPORT DESIGN. UNLESS OTHERWISE DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MILL AND OVERLAY TO THE EXISTING ASPHALT PAVEMENT EDGES.
3. SEE SHEETS G050 - G052 FOR CONSTRUCTION PHASING.
4. SEE SHEETS C501- C503 FOR GEOMETRIC CONTROL OF DRAINAGE STRUCTURES.
5. SEE SHEETS C220 - C221 FOR TYPICAL PAVEMENT SECTIONS.
6. SEE SHEETS C700 - C701 FOR PAVEMENT MARKING INFORMATION.
7. ANY PAVEMENT DAMAGE DURING CONSTRUCTION OUTSIDE THE PROPOSED PROJECT REMOVAL LIMITS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER. ALL COSTS ASSOCIATED WITH RECONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES.
9. SCHEDULE II IS NON-FEDERAL.



KIRT J MCDANIEL PE-181491 09/05/2025
FOR AND ON BEHALF OF WOOLPERT, INC.



KIRT J MCDANIEL PE-181491 09/05/2025
FOR AND ON BEHALF OF WOOLPERT, INC.

ISSUE RECORD			
NO.	BY	DATE	DESCRIPTION
1	KJM	09/05/2025	ISSUED FOR CONSTRUCTION
2	KJM	02/10/2026	CHANGE ORDER #4

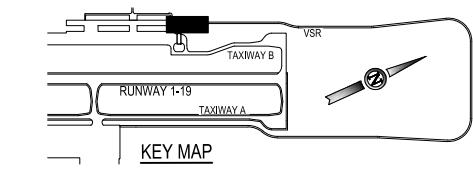
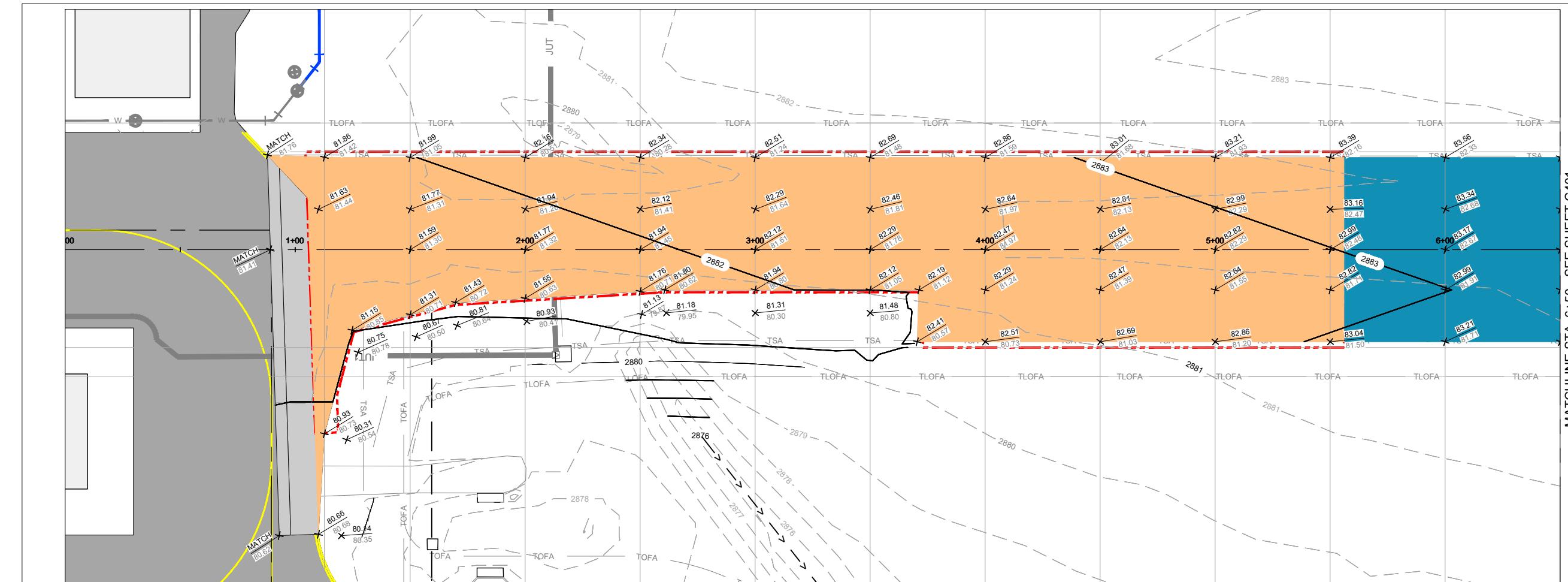
CONSTRUCT WEST GA TAXILANE

TYPICAL SECTIONS A, B, C & D

AIP PROJ. NO. 3-49-0060-054-2025 WOOLPERT PROJ. NO. 10020097

SHEET NAME C220
SHEET NO. 15 of 42

ISSUE ENTIRE SHEET

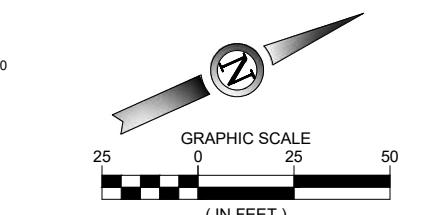


PLAN LEGEND	
	CONSTRUCT PAVEMENT SECTION 17' DEEP
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	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	SWALE FLOW LINE
	SPOT ELEVATION
** ALL SPOT ELEVATIONS WITHOUT A DESIGNATION ARE ON A 25 FOOT STATION.	

PROFILE LEGEND	
	PROPOSED GRADE
	EXISTING GROUND
	PROFILE BAND
	EXISTING ELEVATION
	PROPOSED ELEVATION

PLAN AND PROFILE NOTES

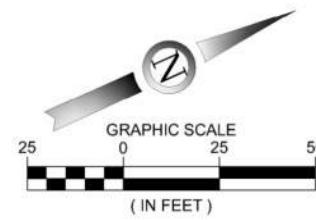
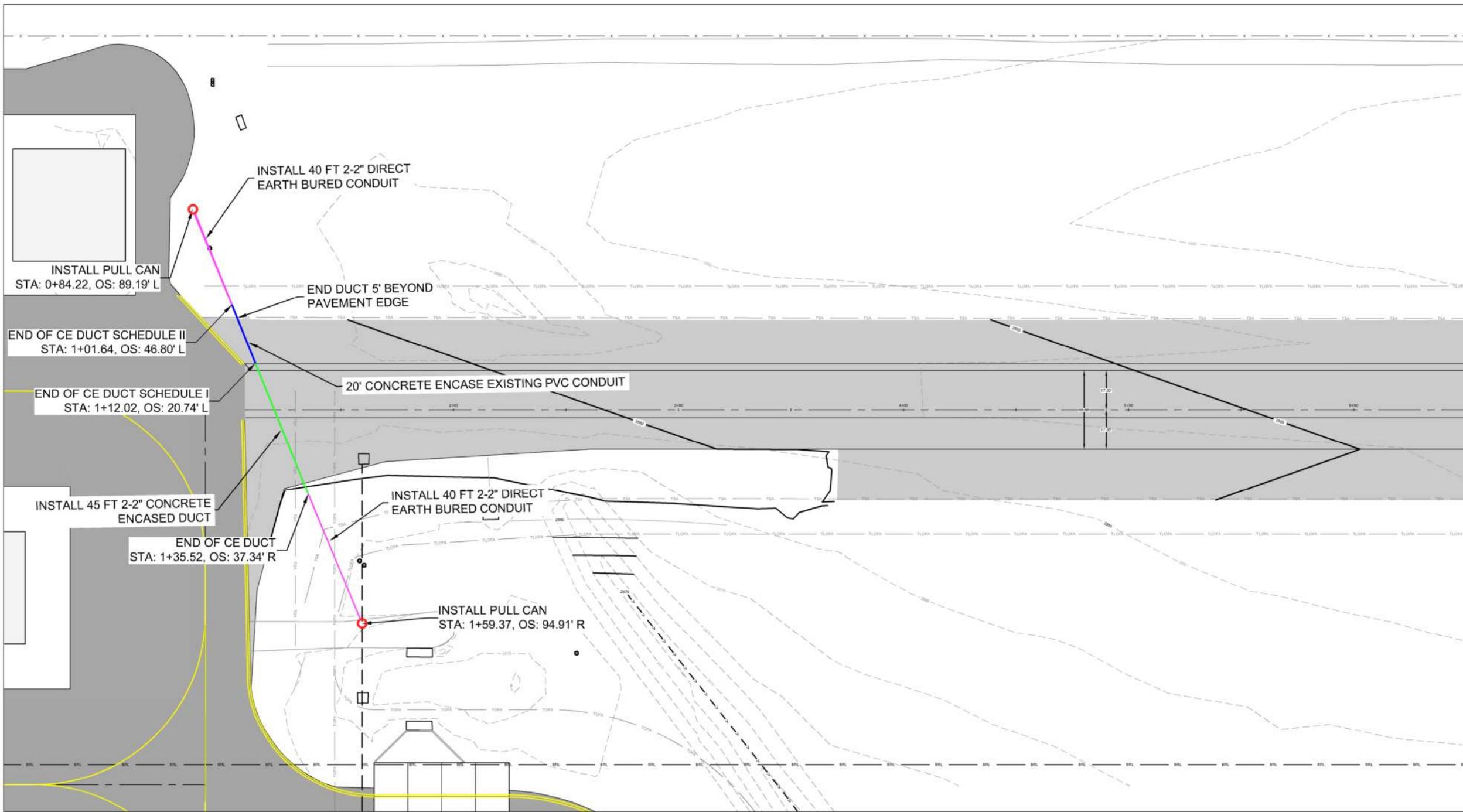
1. REFER TO SHEETS C220-C221 FOR TYPICAL SECTIONS.
2. IN THE EVENT OF ANY CONFLICT WITHIN THESE PLANS, THE INFORMATION IN THE PROFILES SHALL GOVERN OVER THE SPOT ELEVATIONS AND CROSS SECTIONS.
3. CONTRACTOR TO VERIFY EXISTING TIE POINTS PRIOR TO CONSTRUCTION AND NOTIFY THE RPR OF ANY DISCREPANCIES.



ISSUED FOR CONSTRUCTION



KIRT J MCDANIEL PE-181491 09/05/2025
FOR AND ON BEHALF OF WOOLPERT, INC.





Agenda Date: 02/19/2026

Agenda Item Number: 2e

Subject:

Consider approval of a Non-Federal Reimbursable Agreement between DOT/FAA and the City of St. George for the telecommunications for the Aircraft Control Tower.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 S Airport Pkwy

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

The purpose of this agreement is to provide for FAA approved telecommunications infrastructure between the new air traffic control tower at the St George Regional Airport (SGU) and the Los Angeles Air Route Traffic Control Center (ARTCC) (ZLA). The use of FAA approved communication services/equipment will allow the sponsors facility to conduct safe air traffic operations in the National Airspace System (NAS). The cost of the associated work and equipment is \$209,101.64. Staff recommends approval of the agreement.

Staff Narrative (need/purpose):

This Agreement provides funding for the FAA to establish these services. The FAA will perform the following activities as part of this agreement:1. Provide and maintain FAA telecommunication services to meet Sponsor requirements: one shout line between SGU and ZLA and a two-digit ring down line that connects SGU to ZLA ARTCC.2. Provide and maintain Mission Support Wide-Area Network (WAN) services to meet Sponsor requirements.3. Travel in support of installation of FTI, Mission Support Services, Safety Risk Management Panel (SRMP), and final inspection.4. Provide the Sponsor with an FAA central point of contact (POC) for coordination of telecommunication services between the FAA and the Sponsor.5. Coordinate in advance with the Sponsor whenever a site visit by FAA personnel or contractor requires access to the Sponsors facility.6. Install FTI internet lines and Mission Support equipment at SGU FCT. The Sponsor will perform the following activities:1. Provide FAA personnel or contractor with access to the Sponsors facility to repair FTI service/equipment.2. Provide the FAA with a designated POC for coordination of telecommunication service information.3. Provide the FAA with a designated POC to coordinate any special access requirements for entry to the facility.4. Report interrupted or poor-quality telephone service for these FTI circuits to Los Angeles ARTCC Service Operations Center (SOC) at (661) 265-8360.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$209,101.64

Amount approved in current FY budget for item: \$17,000,000

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

State grant funds.

Description of funding source:

State grant funds.

Recommendation (Include any conditions):

Staff recommends approval

Attachments

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF ST GEORGE
ST GEORGE REGIONAL AIRPORT
ST GEORGE, UTAH**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of St George** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **City of St George**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to provide for FAA approved Federal Telecommunications Infrastructure (FTI) communications between the Sponsor-owned Federal Contract Tower (FCT) at the St George Regional Airport (SGU) and Los Angeles Air Route Traffic Control Center (ARTCC) (ZLA). The use of FAA approved communication services/equipment will allow the Sponsor's facility to conduct safe air traffic operations in the National Airspace System (NAS) and is, therefore, a benefit to the flying public. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

St George, UT (SGU) – FCT FTI/Mission Support Services

B. The FAA will perform the following activities:

1. Provide and maintain FAA telecommunication services to meet Sponsor requirements: One (1) shout line between SGU and ZLA and a two-digit ring down line that connects SGU to ZLA ARTCC.
2. Provide and maintain Mission Support Wide-Area Network (WAN) services to meet Sponsor requirements.
3. Travel in support of installation of FTI, Mission Support Services, Safety Risk Management Panel (SRMP), and final inspection.
4. Provide the Sponsor with an FAA central point of contact (POC) for coordination of telecommunication services between the FAA and the Sponsor.
5. Coordinate in advance with the Sponsor whenever a site visit by FAA personnel or contractor requires access to the Sponsor's facility.
6. Install FTI internet lines and Mission Support equipment at SGU FCT.

C. The Sponsor will perform the following activities:

1. Provide FAA personnel or contractor with access to the Sponsor's facility to repair FTI service/equipment.
2. Provide the FAA with a designated POC for coordination of telecommunication service information.
3. Provide the FAA with a designated POC to coordinate any special access requirements for entry to the facility.
4. Report interrupted or poor-quality telephone service for these FTI circuits to Los Angeles ARTCC Service Operations Center (SOC) at (661) 265-8360.

D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes
[X] No. If Yes, the grant date is: _____ and the grant number is: _____.
If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning and Requirements Group** will provide administrative oversight of this Agreement. **Steve Fernandes** is the **Planner** and liaison with the Sponsor and can be reached at **(206) 231-2849** or via email at **steven.fernandes@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Technical Operations, Los Angeles ARTCC Comm System Support Center (SSC)** will perform the scope of work included in this Agreement. **Shawn Price** is the **SSC Manager** and liaison with the Sponsor and can be reached at **(661) 265-8413** or via email at **shawn.price@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

City of St George
Dustin Warren, Airport Manager
4508 South Airport Parkway #1
St George, UT 84790
Telephone: (435) 627-4085
Email: dustin.warren@sgcityutah.gov

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer - RESERVED

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
Technician OT Hours	\$4,176.90
Labor Subtotal	\$4,176.90
Labor Overhead	\$830.37
Total Labor	\$5,007.27
Non-Labor	
Travel	\$10,576.00
Special Construction	\$40,000.00
Equipment	\$15,400.00
WAN Installation	\$3,098.60
Shout Line & Two-Digit Line Installation	\$23,180.22
WAN Annual Recurring Costs (FY + 1)	\$29,929.68
Shout Line & Two-Digit Line Annual Recurring Costs (FY + 1)	\$66,791.77
Non-Labor Subtotal	\$188,976.27
Non-Labor Overhead	\$15,118.10
Total Non-Labor	\$204,094.37
TOTAL ESTIMATED COST	\$209,101.64

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor, except as described in section D of this Article. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.

- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS is:

DOT/FAA/ESC
P.O. Box 25770
AMK-322 – MPB 328
Oklahoma City, OK 73125

FAA payment remittance address using Fed Ex (overnight) is:

DOT/FAA/ESC
AMK-322 – MPB328
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of St George
Dustin Warren, Airport Manager
4508 South Airport Parkway #1
St George, UT 84790
Telephone: (435) 627-4085
Email: dustin.warren@sgcityutah.gov

- D. The FAA will accept payments under this Article from only one of two sources: either (1) the Sponsor or (2) a Third Party on behalf of the Sponsor, and the same source must make all required payments. If a Third Party makes the payments, that Third Party must also provide to the FAA an unambiguous written statement that the payments are for the Sponsor's costs under this Agreement. If a Third Party makes the payments, then any refund due from FAA upon completion of the Agreement will be returned to that Third Party.
- E. The FAA will provide the Sponsor a quarterly Statement of Account of costs incurred against the advance payment.

F. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act and Pub. L. No. 118-42 div. F, tit. I (138 Stat. 308). Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim

is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.1F applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE _____

NAME Bradley K. Logan

TITLE Contracting Officer

DATE _____

CITY OF ST GEORGE

SIGNATURE _____

NAME Jimmie Hughes

TITLE Mayor

DATE _____

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Alicia Carlton, Assistant City Attorney

Reviewed:

Dustin Warren, Airport Manager



Agenda Date: 02/19/2026

Agenda Item Number: 2f

Subject:

Consider approval of a Reimbursement Agreement between Washington City and St. George City for the Merrill Road and Harvest Lane Traffic Signal Project.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Merrill Road and Harvest Lane

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

Washington City is installing a traffic signal at the intersection of Merrill Road and Harvest Lane. The south side of Merrill Road is in St. George. A private land developer in the area is contributing \$50,000 toward the project based on its traffic impacts to the intersection. The remaining portion of the project will be split between Washington City and the City of St. George. Washington City will act as the lead agency for the project and design and bid the project. Staff recommends approval of the agreement.

Staff Narrative (need/purpose):

The project will improve safety, especially near Riverside Elementary, mobility, and access between St. George City and Washington City. The amount of \$150,000 for St. George participation cost is an estimate based on signals constructed previously.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact:

Cost for the agenda item: \$150,000

Amount approved in current FY budget for item: \$2,800,000

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

N/A

Description of funding source:

TIF and Street Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

**REIMBURSEMENT AGREEMENT BETWEEN WASHINGTON CITY AND THE CITY OF ST. GEORGE FOR THE
MERRILL ROAD AND HARVEST LANE TRAFFIC SIGNAL PROJECT**

THIS AGREEMENT dated the _____ day of _____, 2026, between Washington City, Utah (hereinafter "WASHINGTON CITY"), a municipal corporation and the City of St. George, Utah (hereinafter "ST. GEORGE"), a municipal corporation.

RECITALS

Whereas, WASHINGTON CITY and ST. GEORGE desire to enter into an agreement to design and construct a fully functional traffic signal at the intersection of Merrill Road and Harvest Lane in Washington City, Utah (hereinafter "Project") to improve safety, mobility, and access between the two cities; and

Whereas, the intersection lies along a shared corridor influenced by traffic generated within both jurisdictions, and both cities will benefit from traffic operations, safety, and connectivity improvements resulting from the installation of the signal; and

Whereas, EPC Paseo, LLC, a private land developer, (Developer) has agreed to contribute Fifty Thousand Dollars (\$50,000) toward the cost of the Project; and

Whereas, following receipt of the Developer contribution, WASHINGTON CITY and ST. GEORGE shall cooperate in funding the remaining cost of engineering design, materials, and construction of the traffic signal based on mutually agreed cost participation; and

Whereas, WASHINGTON CITY will act as the lead agency for the Project, including responsibility for project management, procurement, construction administration, and shall maintain the traffic signal upon it being placed into operation, with ST. GEORGE reimbursing WASHINGTON CITY for St. George's share of eligible costs as described herein.

AGREEMENT

Now therefore, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WASHINGTON CITY and ST. GEORGE agree as follows:

1. Project: WASHINGTON CITY shall design and construct the traffic signal at the intersection of Merrill Road and Harvest Lane in accordance with approved plans and applicable standards. All aspects of the work shall be under the direction of WASHINGTON CITY and shall be the sole responsibility of WASHINGTON CITY. The Project shall be completed within one year of the date of this Agreement.
2. Change Orders: Changes to the Project that increase or decrease ST. GEORGE'S cost participation will not be made without written consent from both parties.
3. Cost Sharing and Reimbursement: ST. GEORGE agrees to reimburse WASHINGTON CITY for engineering design, signal poles and mast arms, equipment, conduit, wiring, controller and

cabinet, foundations, traffic detection, pedestrian facilities, construction labor, associated appurtenances, and any necessary incidental work. This cost will be determined after the Engineering Design is complete and the Contractor has bid on the project.

- a. Developer Contributions. The first \$50,000 in project expenditures shall be applied from the Developer contribution.
- b. Cost Split After Developer Contribution. After the \$50,000 Developer contribution is expended, the remaining eligible costs of the Project shall be shared between the parties as follows:
 - i. WASHINGTON CITY: 50%
 - ii. ST. GEORGE: 50%
- c. Payment of ST. GEORGE's obligation shall be made within thirty (30) days of written notification of the completion of the Project and written proof of the actual costs of the Project.
- d. Neither party shall be responsible for or pay any of the other's administrative fees.
- e. If Washington City fails to complete the Project, it shall return the \$50,000 Developer contribution to St. George, which St. George shall return to the Developer. Further, Washington City shall return to St. George any sums paid by St. George, as per paragraph 3.b. above, to St. George.

4. Assignment. Neither this Agreement nor any provision hereof may be assigned without the prior written consent of both parties, which consent shall not be unreasonably withheld. Any assignment must transfer both rights and responsibilities under this Agreement.
5. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the parties' successors, assigns, heirs, and legal representatives.
6. No Joint Venture, Partnership or Third-Party Rights. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. No third party shall be a beneficiary of any term or provision of this Agreement.
7. Integration. This Agreement contains the entire understanding between the parties concerning the Project and supersedes all prior discussions or agreements. It may be modified only by a written document executed by both parties.
8. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
9. 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.
10. 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.

11. 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.
12. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington City:
1305 E Washington Dam Rd
Washington, Utah 84780
Attn: Blake Fonnesbeck

City of St. George:
61 S. Main St.
St. George, Utah 84770
Attn: Cameron Cutler
Copy: City Attorney

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

13. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, each party shall pay its own costs, including attorney fees, court costs, and any other costs incurred in connection with such action, whether at trial or on appeal.
14. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
15. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington City:

City of St. George:

Kress Staheli, Mayor

Jimmie B. Hughes, Mayor

Attest:

Tara Pentz, City Recorder

Christina Fernandez, City Recorder

Approved as to form:

Alicia Carlton, Assistant City Attorney



Agenda Date: 02/19/2026

Agenda Item Number: 2g

Subject:

Consider approval for the Elks Lodge to serve alcohol at their events held at the covered pavilion on City-owned property adjacent to their parking lot for the remainder of 2026.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Lil Barron

Reference Number: N/A

Address/Location:

630 West 1250 North

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

The Elks Lodge holds multiple events and fundraisers on their property each year for its members. The pavilion located near their building is on City property, where they often hold events and would like to be able to serve alcohol at the fundraisers and events. Their events are for members only and are not open to the public. Staff recommends approval with conditions that the applicant: 1) obtain approval of a Local Authority Consent for each event; and 2) reapply for City Council approval for each future year.

Staff Narrative (need/purpose):

The Elks Lodge holds multiple events and fundraisers on their property each year for its members. The pavilion located near their building is on City property, where they often hold events and would like to be able to serve alcohol at the fundraisers and events. Their events are for members only and are not open to the public. Staff recommends approval with conditions that the applicant: 1) obtain approval of a Local Authority Consent for each event; and 2) reapply for City Council approval for each future year.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval with conditions that the applicant: 1) obtain approval of a Local Authority Consent for each event; and 2) reapply for City Council approval for each future year.

Attachments



February 9, 2026

St George City
c/o City Council

Re: St George Dixie Elks Lodge 1743

To St George City Council:

I would like to request permission for alcohol to be served in our Pavillion for various fundraisers and events. This Pavillion is on City property which is attached to our property. These events would only be for our members and their guests. This would cover from February until December of 2026.

Thank you for considering this request. If you have any questions, please contact me.

Thank you!

Lil Barron
Treasurer
[REDACTED]



Agenda Date: 02/19/2026

Agenda Item Number: 03

Subject:

Public hearing and consideration of Resolution No. 2026-003R to review and approve amendments to the Fiscal Year 2025-26 Budget.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 S. Main

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

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

Staff Narrative (need/purpose):

This item is to request a budget amendment to fund the extension of the pavement for the new West General Aviation Taxilane. The original budget included funding for the construction of a 35 foot width taxilane, which left a 45 foot width gap of pavement that would have to be installed individually by each tenant. Staff is proposing to pre-build out the remaining 45 feet and charge a fee to each new lease along the new taxilane to fully recover the cost. Funds for the cost of this project are proposed to come from the Airport's restricted funds. As new hangar spaces are leased the fee charged will replenish the drawdown of these funds. Staff recommends taking public comment and approval of the resolution.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$513,777

Amount approved in current FY budget for item: \$0

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

Restricted airport funds

Description of funding source:

Restricted airport funds

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

Attachments

RESOLUTION NO. _____

**AMENDING THE 2025-2026 FISCAL BUDGET FOR THE
CITY OF ST. GEORGE, UTAH.**

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

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

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 19th day of February, 2026, upon motion duly made and seconded, it is

RESOLVED that the 2025-2026 fiscal budget for the City of St. George thereto is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 19TH DAY OF FEBRUARY, 2026.

ST. GEORGE CITY:

Jimmie Hughes, Mayor

APPROVED AS TO FORM:
City Attorney's Office

Ryan N Dooley, City Attorney

ATTEST:

Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

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

GENERAL FUND ADJUSTMENTS

			<u>Debit</u>	<u>Credit</u>
1	10-38800	General Fund - Appropriated Fund Balance (Restricted Airport Funds)		513,777
	10-4810-9100	General Fund - Transfer to Other Funds	513,777	
	88-38200	Airport Capital Project Fund - Transfer From Other Funds		513,777
	88-8800-7078	West GA Taxilanes	513,777	

This item is to request a budget amendment to fund the extension of the pavement structure for the new West General Aviation Taxilane. The original budget included funding for the construction of a 35 foot width taxilane, which left a 45 foot width gap of pavement that would have to be installed individually by each tenant. Staff is proposing to pre-build out the remaining 45 feet and charge a fee to each new lease along the new taxilane to fully recover the cost. Funds for the cost of this project are proposed to come from the Airport's restricted funds. As new hangar spaces are leased the fee charged will replenish the drawdown of these funds. Staff requests to amend the budget in the amount of \$513,777 for the extension of pavement for the West GA Taxilane project.



Agenda Date: 02/19/2026

Agenda Item Number: 04

Subject:

Public hearing and consideration of Ordinance No. 2026-005 vacating a municipal utility easement, located on Lots 104 and 105 of Desert Canyons Town Center West Commercial Subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brad Petersen, DSG Engineering

Reference Number: PLANLRE26-001

Address/Location:

Approximately 3285 West Flowers Way

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

Lots 104 and 105 of the Desert Canyons Town Center West Commercial Subdivision are being amended through a subdivision amendment. As part of this amendment, the lots will increase in size, and the associated easements will be relocated to the new lot lines.

Staff Narrative (need/purpose):

The subdivision amendment is being called Desert Canyons Town Center West Commercial Subdivision Phase 2 and is under reference number PLANFPA26-002.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-DCTCW-104, SG-DCTCW-105

**AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(on Lots 104 and 105, Desert Canyons Town Center West Commercial Subdivision)

WHEREAS, a petition was received by this Council requesting the vacation of a municipal utility easement, located on Lots 104 and 105, Desert Canyons Town Center West Commercial Subdivision, as described in Doc. No. 20220051289, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the easement, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

1. **Vacation of Easement:** The municipal utility easement located on Lots 104 and 105, Desert Canyons Town Center West Commercial Subdivision, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Larkin _____

Councilmember Larsen _____

Councilmember Tanner _____

Councilmember Kemp _____

Councilmember Anderson _____

Jami Brackin, Deputy City Attorney

DESERT CANYONS TOWN CENTER WEST COMMERCIAL PHASE 2 EASEMENT VACATION DESCRIPTION A

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF LOT 4, DESERT CANYONS TOWN CENTER WEST COMMERCIAL SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°46'02" WEST ALONG THE SECTION LINE, A DISTANCE OF 1275.275 FEET AND SOUTH 00°29'31" WEST 1923.645 FEET FROM THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 88°46'02" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 27), AND RUNNING THENCE SOUTH 50°38'17" WEST 26.788 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING 10 FOOT WIDE MUNICIPAL UTILITY EASEMENT; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING (2) TWO COURSES: (1) SOUTH 72°33'26" WEST 201.751 FEET; AND (2) SOUTH 83°19'27" WEST 198.124 FEET; THENCE NORTH 39°55'45" EAST 14.556 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF LOT 4; THENCE ALONG SAID LOT BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) NORTH 83°19'27" EAST 186.605 FEET; AND (2) NORTH 72°33'26" EAST 225.660 FEET TO THE POINT OF BEGINNING.

DESERT CANYONS TOWN CENTER WEST COMMERCIAL PHASE 2 EASEMENT VACATION DESCRIPTION B

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF LOT 5, DESERT CANYONS TOWN CENTER WEST COMMERCIAL SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°46'02" WEST ALONG THE SECTION LINE, A DISTANCE OF 856.562 FEET AND SOUTH 00°29'31" WEST 1849.503 FEET FROM THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 88°46'02" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 27), AND RUNNING THENCE SOUTH 36°00'09" EAST 10.055 FEET TO A POINT ON THE SOUTHERLY LINE OF AN EXISTING 10 FOOT WIDE MUNICIPAL UTILITY EASEMENT; THENCE ALONG SAID EASEMENT LINE THE FOLLOWING (2) TWO COURSES: (1) SOUTH 47°59'15" WEST 166.973 FEET; AND (2) SOUTH 76°34'32" WEST 102.927 FEET; THENCE NORTH 37°02'14" WEST 10.914 FEET TO A POINT ON SAID NORTHERLY BOUNDARY OF LOT 5; THENCE ALONG SAID LOT BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) NORTH 76°34'32" EAST 104.750 FEET; AND (2) NORTH 47°59'15" EAST 165.478 FEET TO THE POINT OF BEGINNING.

Exhibit B

DESERT CANYONS TOWN CENTER WEST 5009
COMMERCIAL
20220051289

SURVEYOR'S CERTIFICATE

D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 38225, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS AND HAVE SUBDIVIDED SAID TRACT AND INTO LOTS, RECIPROCAL ACCESS EASEMENTS AND PUBLIC STREETS, TOGETHER WITH MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

DESERT CANYONS TOWN CENTER WEST COMMERCIAL SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN THE THIS PLAT. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: NOVEMBER 15, 2022



LEGAL DESCRIPTION:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE DESERTS CANYONS PARKWAY ROADWAY DEDICATION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECODER'S OFFICE, SAID POINT BEING SOUTH 01°11'10" WEST, ALONG THE SECTION LINE, A DISTANCE OF 2222.100 FEET



Agenda Date: 02/19/2026

Agenda Item Number: 05

Subject:

Public hearing and consideration of Ordinance No. 2026-006 vacating an easement for utility and drainage purposes, located at the rear of Lot 18 of Rivers Edge at Sunbrook.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson or Cody Arnoldson, Rosenberg Associates

Reference Number: PLANLRE25-018

Address/Location:

2256 West Rivers Edge Lane

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

The original subdivision plat designated the area behind Lots 1621 as common area. Later, this common area was divided up by property owners, resulting in portions being assigned to the respected individual lot owners. The applicant for Lot 18 proposes to construct a swimming pool in this area and must therefore merge a parcel into the existing lot. As part of this process, the easement along the current rear lot line will be vacated, and new easements will be granted along the revised lot lines.

Staff Narrative (need/purpose):

A subdivision amendment for Rivers Edge at Sunbrook Partial Amendment A has been submitted for review and is under HOLDFPA25-028.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-RES-18-A

**AN ORDINANCE VACATING AN EASEMENT FOR UTILITY AND DRAINAGE PURPOSES
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(at the rear lot line of Lot 18, River's Edge at Sunbrook)

WHEREAS, a petition was received by this Council requesting the vacation of an easement for utility and drainage purposes, located at the rear of Lot 18, River's Edge at Sunbrook, as described in Doc. No. 00363088, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the easement, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

- Vacation of Easement:** The utility and drainage easement located at the rear of Lot 18, River's Edge at Sunbrook, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
- Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

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

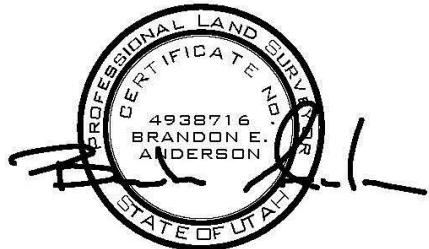


Exhibit "A"

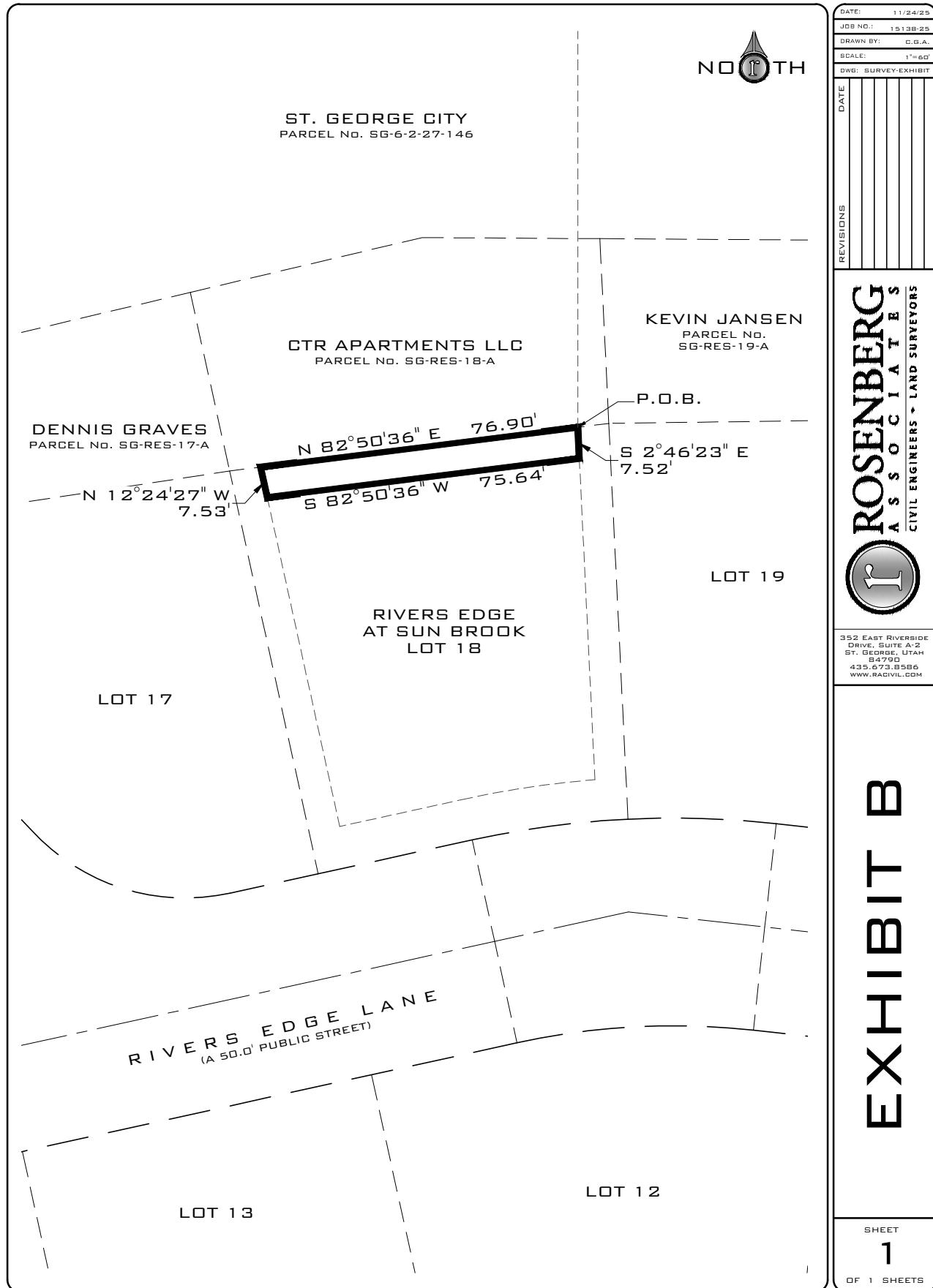
(Vacating the utility and drainage easement at the rear of Lot 18, Rivers Edge @ Sun Brook)

Beginning at a point being North 89°24'02" East 424.80 feet along the section line and South 474.46 feet from the North 1/4 Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base & Meridian, said point being on the Northerly line of Rivers Edge at Sunbrook, as found on file with the Washington County Recorder's Office, Entry No. 363088, and running;

thence South 02°46'23" East 7.52 feet;
thence South 82°50'36" West 75.64 feet;
thence North 12°24'27" West 7.53 feet to said Northerly line Rivers Edge at Sunbrook;
thence North 82°50'36" East 76.90 feet along said Northerly line Rivers Edge at Sunbrook to the Point of Beginning.



November 24, 2025





Agenda Date: 02/19/2026

Agenda Item Number: 06

Subject:

Public hearing and consideration of Ordinance No. 2026-007 vacating of a right-of-way easement for sewer pipeline, located on the south side of Riverside Drive between the Comfort Inn and Culvers.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Bob Hermanson/Ryan Lay, Bush & Gudgell

Reference Number: PLANLRE26-019

Address/Location:

Approximately 176 E Riverside Drive, on the south side of the road between the Comfort Inn and Culvers

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

This is an old sewer line easement that runs north and south across the property. The line has been abandoned and is no longer in use.

Staff Narrative (need/purpose):

A new subdivision plat is being reviewed under reference number PLANFP26-051 where new municipal utility easements are being granted as required.

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 approval.

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-5-3-6-4112, SG-5-3-6-41131

**AN ORDINANCE VACATING A RIGHT-OF-WAY EASEMENT FOR SEWER PIPELINE
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(located on the south side of Riverside Drive between the Comfort Inn and Culver's)

WHEREAS, a petition was received by this Council requesting the vacation of a right-of-way easement for sewer pipeline, located on the south side of Riverside Drive between the Comfort Inn and Culver's, as described in Doc. No. 00250116, according to the official record thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the right-of-way easement for sewer pipeline, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

1. **Vacation of Easement:** The right-of-way easement for sewer pipeline located on the south side of Riverside Drive between the Comfort Inn and Culver's, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

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



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

EXHIBIT A

A 15-FOOT RIGHT-OF-WAY EASEMENT VACATION FOR SEWER PIPELINE

LEGAL DESCRIPTION

Vacating a portion of a 15 foot wide right-of-way easement for a sewer pipeline, as shown in Document No. 250116, Official Records, Washington County, Utah, being more particularly described as follows:

Beginning at a point that lies North 89°05'44" West along the section line 594.20 feet from the North Quarter Corner of Section 6, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 00°18'42" West 307.13 feet; thence North 87°37'12" West 15.01 feet; thence North 00°18'42" East 368.53 feet to a point on the south right-of-way line of Riverside Drive, Roadway Dedication Document No. 00282175, Official Records, Washington County, Utah; thence South 88°40'22" East along said line 15.00 feet; thence South 00°18'42" West 61.68 feet to the point of beginning.

Containing 5,530 square feet or 0.13 acres.

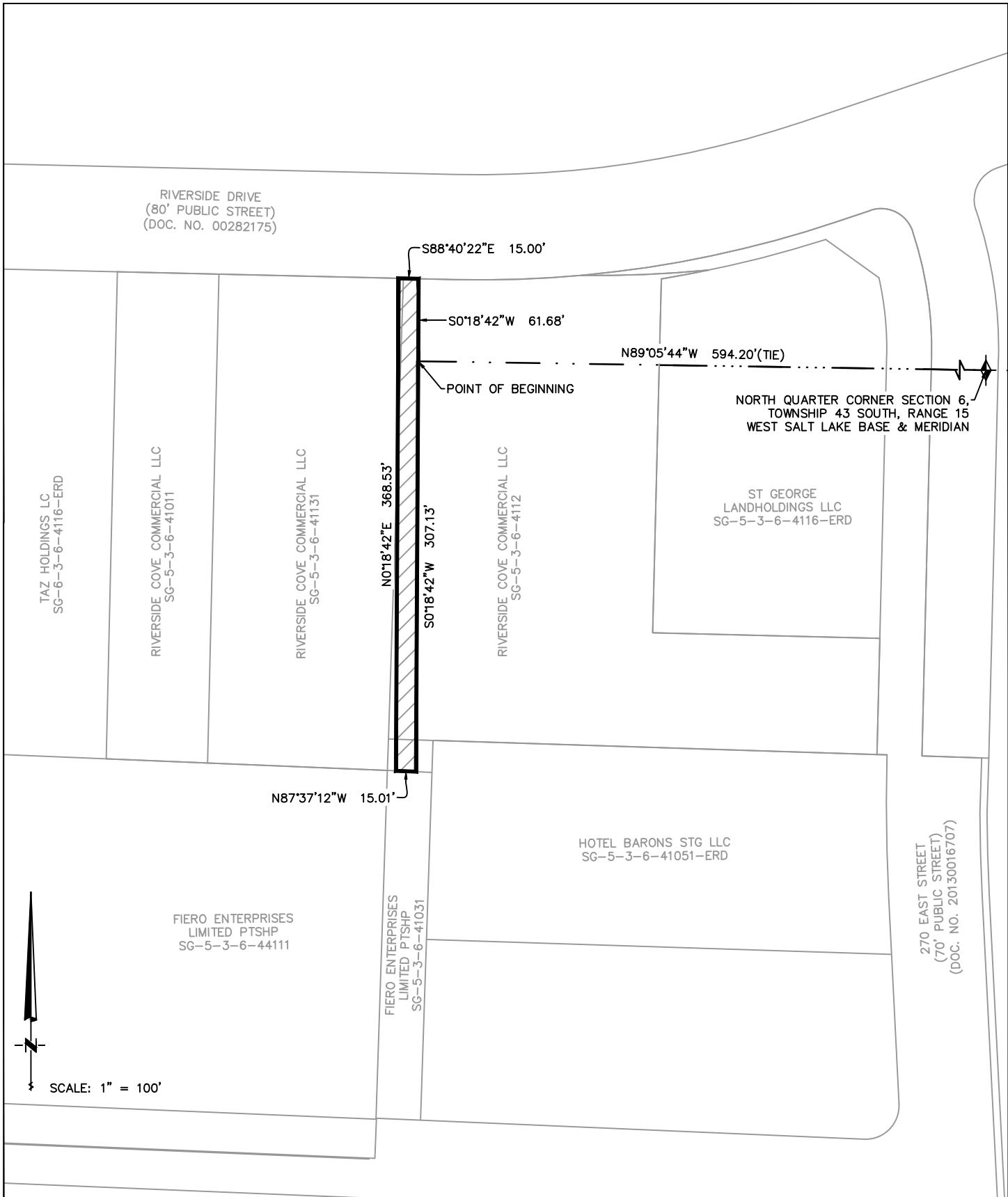
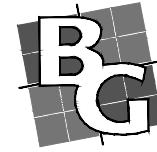


EXHIBIT B
A 15-foot-wide Right-of-Way Easement
Vacation for Sewer Pipeline



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: 02/19/2026

Agenda Item Number: 07

Subject:

Public hearing and consideration of Ordinance No. 2026-008 vacating a utilities, drainage, and irrigation easement, located between Lots 56 & 57, Lots 57 & 58, Lots 58 & 59, Southgate Hills Subdivision Phase 5.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Mike Purdy/Steve Kamlowski, Brown Consulting Engineers

Reference Number: PLANLRE26-002

Address/Location:

320 West Sir Monte Drive

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

These four lots are owned by a father and son, with the son owning Lots 56 and 57 and the father owning Lots 58 and 59. Each intends to merge their respective lots into a single lot. Lots 56 and 57 into one lot, and Lots 58 and 59 into another. Along with the mergers, the shared lot line between the two newly created lots will be adjusted to align with existing on-site landscaping. This adjustment will help resolve existing conditions, as a dwelling unit currently extends across the lot line between Lots 58 and 59.

Staff Narrative (need/purpose):

A subdivision amendment is in the review process under review number PLANFPA26-003.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-SGH-5-56, SG-SGH-5-57, SG-SGH-5-58, SG-SGH-5-59

**AN ORDINANCE VACATING AN UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(between Lots 56 & 57, Lots 57 & 58, Lots 58 & 59, Southgate Hills Subdivision Phase 5)

WHEREAS, a petition was received by this Council requesting the vacation of an utilities, drainage, and irrigation easement, located between Lots 56 & 57, Lots 57 & 58, Lots 58 & 59, Southgate Hills Subdivision Phase 5, as described in Doc. No. 20070002753, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the utilities, drainage, and irrigation easement, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

1. **Vacation of Easement:** The utilities, drainage, and irrigation easement located between Lots 56 & 57, Lots 57 & 58, Lots 58 & 59, Southgate Hills Subdivision Phase 5, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

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

EXHIBIT A

DESCRIPTION OF A UTILITIES, DRAINAGE AND IRRIGATION EASEMENT COMMON TO LOTS 56 AND 57 SOUTHGATE HILLS SUBDIVISION, PHASE 5 BEING VACATED.

COMMENCING AT THE FRONT LOT CORNER COMMON TO LOTS 56 AND 57 OF SOUTHGATE HILLS SUBDIVISION PHASE 5 AS RECORDED IN DOCUMENT # 20070002753 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, ST GEORGE UTAH, SAID POINT ALSO BEING S1°48'19"W 2086.11 FEET ALONG THE SECTION LINE AND EAST 1389.65 FEET FROM THE CENTER QUARTER CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N35°27'37"W, 10.00 FEET TO THE POINT OF BEGINNING, BEING A POINT ON A 1,040.00 FOOT RADIUS NON- TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS S35°15'08"E) ; THENCE 7.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'47" ; THENCE N35°27'37"W, 161.98 FEET; THENCE N19°18'13"E, 9.61 FEET; THENCE N85°19'14"E, 8.33 FEET; THENCE S35°27'37"E, 163.32 FEET; TO A POINT ON A 1,040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS S34°50'20"E); THENCE 7.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'48" TO THE POINT OF BEGINNING

DESCRIPTION OF A UTILITIES, DRAINAGE AND IRRIGATION EASEMENT COMMON TO LOTS 57 AND 58 SOUTHGATE HILLS SUBDIVISION, PHASE 5 BEING VACATED

COMMENCING AT THE FRONT LOT CORNER COMMON TO LOTS 57 AND 58 OF SOUTHGATE HILLS SUBDIVISION PHASE 5 AS RECORDED IN DOCUMENT # 20070002753 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, ST GEORGE UTAH. SAID POINT ALSO BEING S1°48'19"W 2038.33 FEET ALONG THE SECTION LINE AND EAST 1462.26 FEET FROM THE CENTER QUARTER CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N30°20'37"W 10.00 FEET TO THE POINT OF BEGINNING, A POINT ON A 1,040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS S30°20'37"E); THENCE 7.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'47" ; THENCE N30°20'37"W 116.94 FEET; THENCE N85°19'14"E 16.64 FEET; THENCE S30°20'37"E, 109.73 FEET; TO A POINT ON A 1,040.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS S29°55'50"E); THENCE 7.50 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'47 TO THE POINT OF BEGINNING.

DESCRIPTION OF A UTILITIES, DRAINAGE AND IRRIGATION EASEMENT COMMON TO LOTS 58 AND 59 SOUTHGATE HILLS SUBDIVISION, PHASE 5 BEING VACATED

COMMENCING AT THE FRONT LOT CORNER COMMON TO LOTS 58 AND 59 OF SOUTHGATE HILLS SUBDIVISION PHASE 5 AS RECORDED IN DOCUMENT # 20070002753 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, ST GEORGE UTAH. SAID POINT ALSO BEING S1°48'19"W 1980.50 FEET ALONG THE SECTION LINE AND EAST 1573.90 FEET FROM THE CENTER QUARTER CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N34°44'09"W 10.11 FEET TO THE POINT OF BEGINNING, BEING A POINT ON A 335.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS N26°20'17"W);

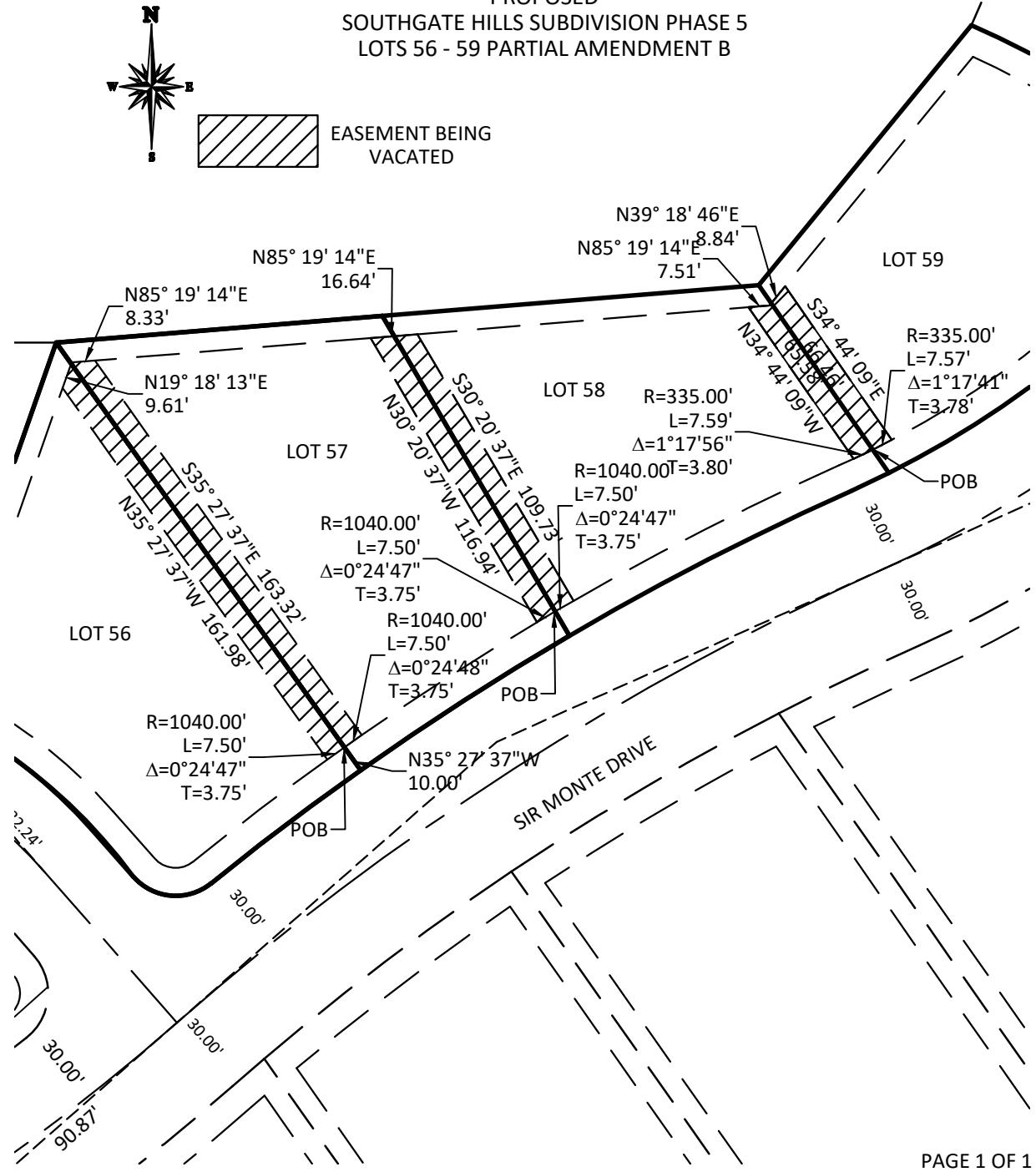
THENCE 7.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'56";
THENCE N34°44'09"W, 65.58 FEET; THENCE N85°19'14"E, 7.51 FEET; THENCE N39°18'46"E, 8.84
FEET; THENCE S34°44'09"E, 66.46 FEET

TO A POINT ON A 335.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS
N27°37'57"W); THENCE 7.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
01°17'41" TO THE POINT OF BEGINNING.

BCE

EXHIBIT B

EASEMENT VACATION MAP FOR
PROPOSED
SOUTHGATE HILLS SUBDIVISION PHASE 5
LOTS 56 - 59 PARTIAL AMENDMENT B





Agenda Date: 02/19/2026

Agenda Item Number: 08

Subject:

Public hearing and consideration of Ordinance No. 2026-009 vacating a municipal utility easement, located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Adam Allen, American Land Surveying

Reference Number: PLANLRE26-003

Address/Location:

2588 E SUNIVA WAY

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

When the home was built on Lot 216 it was built on the lot line which resulting in a violation of the setback requirements. The common area next to this lot is being merged into Lot 216 to provide the appropriate setback requirement. This common area is a blanket municipal utility easement and needs to be vacated prior to amending the subdivision plat.

Staff Narrative (need/purpose):

A subdivision amendment is currently being reviewed under reference number PLANFPA26-004.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-SVA-2-COMMON

**AN ORDINANCE VACATING A MUNICIPAL UTILITY EASEMENT
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2)

WHEREAS, a petition was received by this Council requesting the vacation of a municipal utility easement, located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2, as described in Doc. No. 20250030998, according to the official plat thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

WHEREAS, the City Council finds that vacating the easement, as described in Exhibit A and Exhibit B, will not be detrimental to the public interest and that good cause exists for such action;

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

1. **Vacation of Easement:** The municipal utility easement located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin _____

Councilmember Larsen _____

Councilmember Tanner _____

Councilmember Kemp _____

Councilmember Anderson _____



MUNICIPAL UTILITY EASEMENT VACATION LOCATED IN SUNIVA PHASE 2

(Which was granted as a blanket easement over the common area)

Beginning at a point that lies South 00°43'06" West 312.28 feet, and East 231.42 feet from the Northwest Corner of Section 10, Township 43 South, Range 15 West, Salt Lake Base and Meridian; Running thence North 00°48'15" East 102.75 feet to a point on the Southern Right-of-Way Line of Suniva Way as on file with the Washington County Recorder's office; thence along said Right-of-Way the Following three (3) Courses: 1) southeasterly along a 20.00 foot radius non-tangent curve to the right, (center point lies South 43°31'52" West) through a central angle of 08°27'22", a distance of 2.95 feet, 2) southeasterly along a 57.50 foot radius reverse curve to the left, (center point lies North 51°59'13" East) through a central angle of 17°55'35", a distance of 17.99 feet, and 3) thence southeasterly along a 20.00 foot radius reverse curve to the right, (center point lies South 34°03'39" West) through a central angle of 56°44'37", a distance of 19.81 feet to a point on the West Right-of-Way Line of Diamondbacks Drive; thence South 00°48'15" West along said Right-of-Way 71.83 feet; thence North 89°11'45" West 24.31 feet to the point of beginning.

Containing 2,206 Square Feet or 0.05 Acres.

Closure:

Northing Diff: 0.004415

Easting Diff: 0.007948

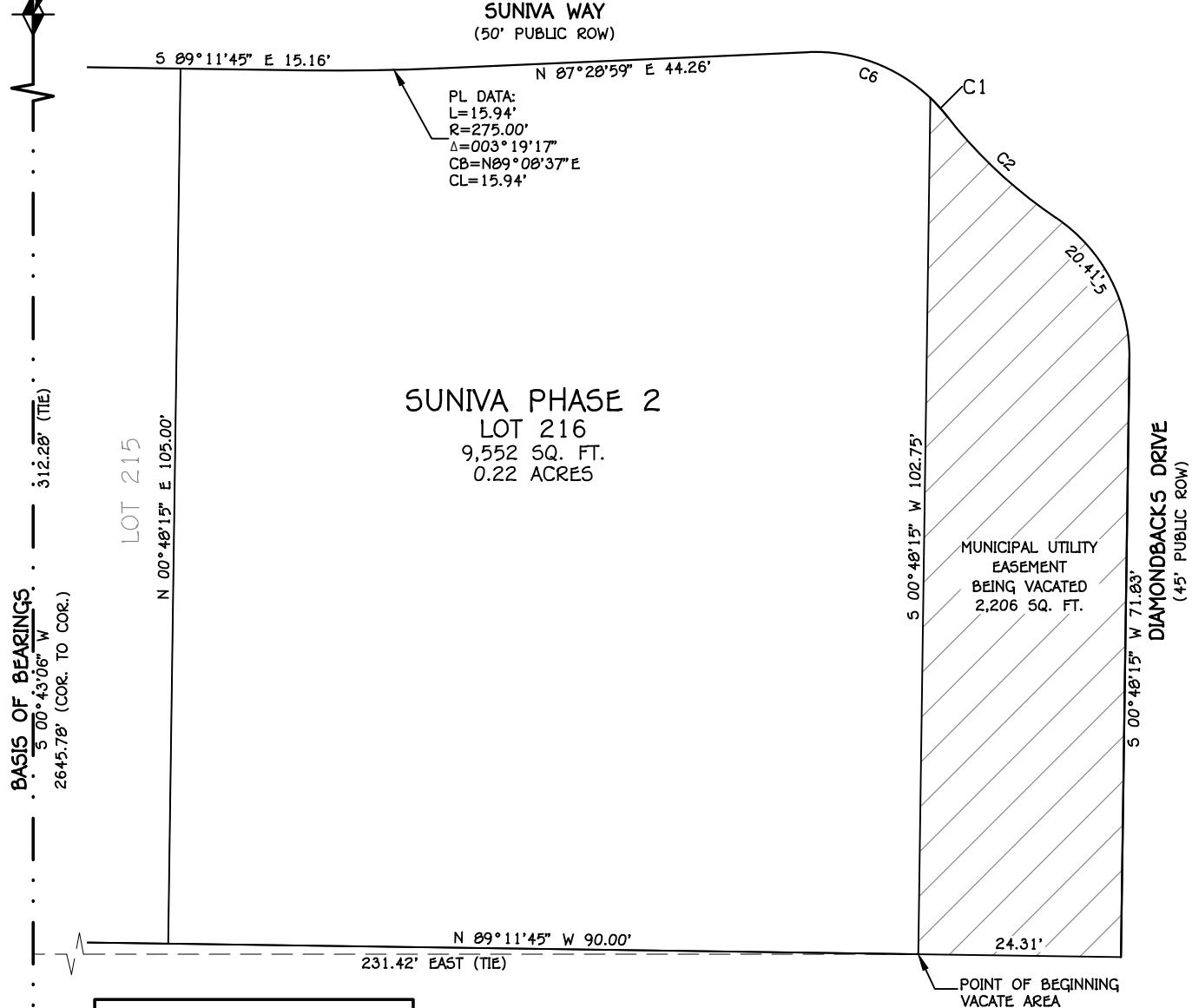
Azimuth: 299°03'05"

Error Distance 0.009092

Total Distance 238.770

Ratio: 1/26262

NORTHWEST CORNER OF SECTION 10
TOWNSHIP 43 RANGE 15 WEST SLB&M
FOUND RING AND LID MONUMENT
HCN NO. 194, WASH. CO REF. V164615,
(WASH. CO. BRASS CAP)



WEST QUARTER CORNER OF SECTION 10
TOWNSHIP 43 RANGE 15 WEST SLB&M
FOUND NAIL AND WASHER 4938751
HCN NO. 330 COUNTY REF NO. T134315



Agenda Date: 02/19/2026

Agenda Item Number: 09

Subject:

Public hearing and consideration of Ordinance No. 2026-010 vacating a Sewer Easement in Santa Clara, UT.

Item at-a-glance:

Staff Contact: Ryan N. Dooley

Applicant Name: Cole West

Reference Number: NA

Address/Location:

610 N 800 W, Centerville, UT 84014

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

The developer will be dedicating a new public street running east-west in a new alignment between Rachel Drive and Red Mountain Drive in Santa Clara in which public utilities, including the sewer line, will be relocated.

Staff Narrative (need/purpose):

The property affected is adjacent to the east and north of the Harmons commercial center in Santa Clara. The owner, an affiliate of Cole West, is developing the property into townhomes and commercial pads and has entered a development agreement with the city. The easement is a historical sewer easement granted jointly to Santa Clara, Ivins, and St. George. It includes both a construction easement and a sewer easement running along the same centerline. A Santa Clara sewer line is currently located in the easement. The developer will be dedicating a new public street running east-west in a new alignment between Rachel Drive and Red Mountain Drive in which public utilities, including the sewer line, will be relocated. Under Utah Code 10-20-208, the City Council is required to conduct a public hearing with a 10 day notice.

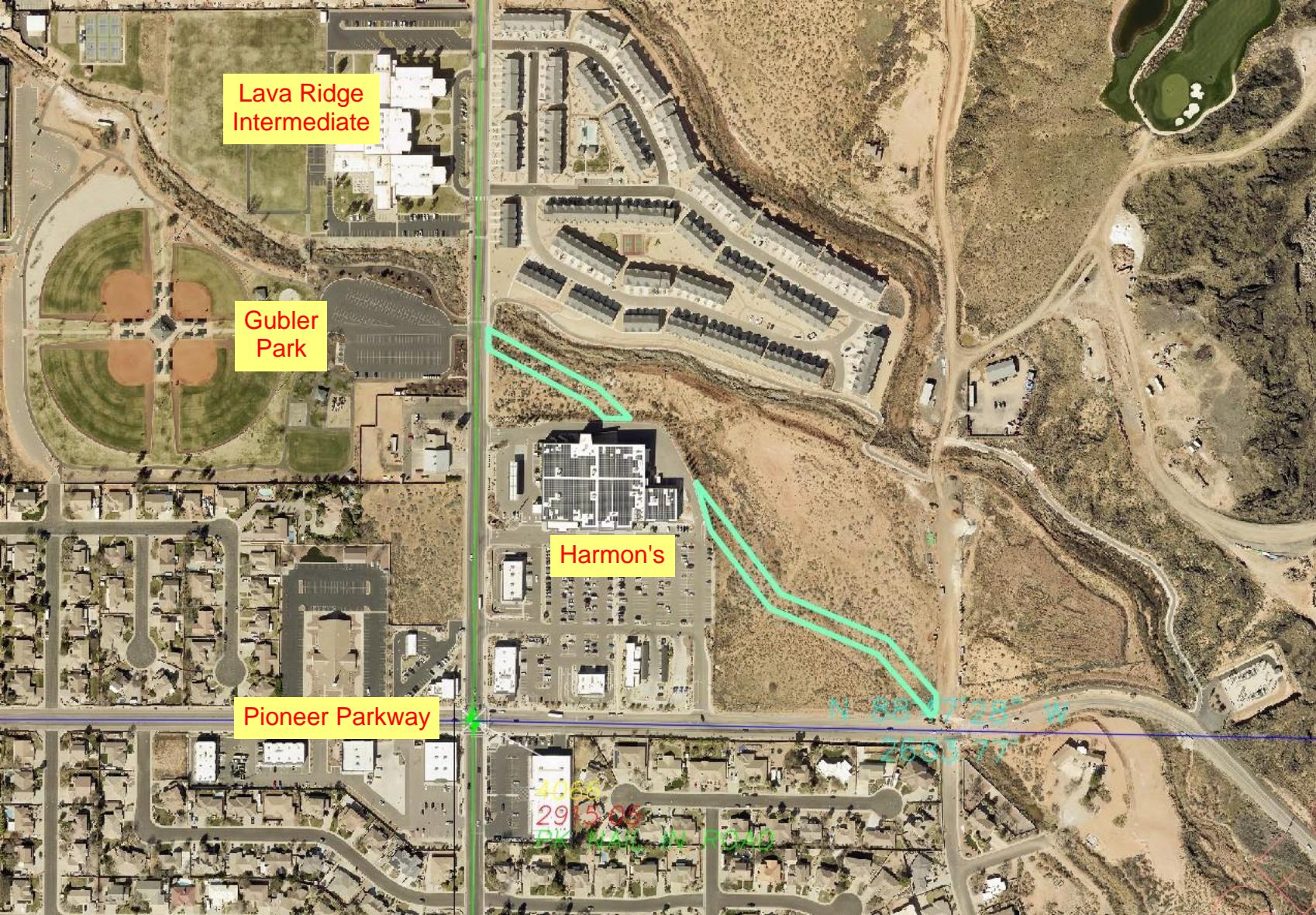
Name of Legal Dept approver: Ryan N. Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval

Attachments



Lava Ridge Intermediate

Gubler Park

Pioneer Parkway

Harmon's

N. SP 725 W

2685 77

2915 26
DK 125 W ROAD

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

ORDINANCE NO. _____

Tax ID: SC-SILS-1-PT-A, SC-SILS-2-PT-A

**AN ORDINANCE VACATING A PORTION OF A SEWER LINE EASEMENT
LOCATED IN THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH**

(a sewer line easement granted to the City of St. George, City of Santa Clara, and the Town of Ivins)

WHEREAS, a petition was received by this Council requesting the vacation of a portion of a *Sewer Line Easement*, located along with Santa Clara City and Ivins City, and also located north and southeast of Harmon's (3520 Pioneer Pkwy, Santa Clara, UT 84765), that certain *Sewer Line Easement* dated on or about November 29, 1990, which was recorded in the office of the Washington County Recorder on December 28, 1990, as Entry No. 00376421 in Book 0585 on Page 0295, and that certain *Sewer Line Easement* dated November 6, 1990, which was recorded in the office of the Washington County Recorder on or about December 28, 1990, as Entry No. 00376429 in Book 0585 on Page 0327 across certain real property in Washington County, State of Utah, being more particularly described and shown in Easement Vacate 1 Exhibit A, Easement Vacate-1 Exhibit B, Easement Vacate-2 Exhibit A, and Easement Vacate-2 Exhibit B; and

WHEREAS, the Water Services Department has reviewed the proposed vacation and has recommended its approval; and

WHEREAS, the City Council finds that vacating the easement, as described in Easement Vacate 1 Exhibit A, Easement Vacate-1 Exhibit B, Easement Vacate-2 Exhibit A, and Easement Vacate-2 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 *Sewer Line Easement* located along with Santa Clara City and Ivins City, and as described and depicted in Easement Vacate 1 Exhibit A, Easement Vacate-1 Exhibit B, Easement Vacate-2 Exhibit A, and Easement Vacate-2 Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

APPROVED AND ADOPTED by the St. George City Council on this _____ day of _____, 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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



Easement Vacate 1 EXHIBIT a

Beginning at a point on the East Right-of-Way Line of Rachel Drive as on file with the Washington County Recorder's Office said point lies North 00°37'40" East along the Section line 1,106.06 feet, and East 29.98 feet, from the West Quarter Corner of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Running thence South 61°48'00" East 20.65 feet; thence South 61°48'00" East 335.49 feet; thence South 45°54'00" East 121.10 feet to a point on the North Line of Harmons Santa Clara Subdivision Document No. 20160002079 as on file with the Washington County Recorder's Office; thence North 89°22'23" West 72.67 feet; thence North 45°54'00" West 61.38 feet; thence North 61°48'00" West 323.05 feet to said East Right-of-Way Line of Rachel Drive; thence North 00°37'36" East along said East Right-of-Way 56.41 feet to the point of beginning.

Containing 21,542 Square Feet or 0.49 Acres.

Closure:

Northing Diff: 0.005166

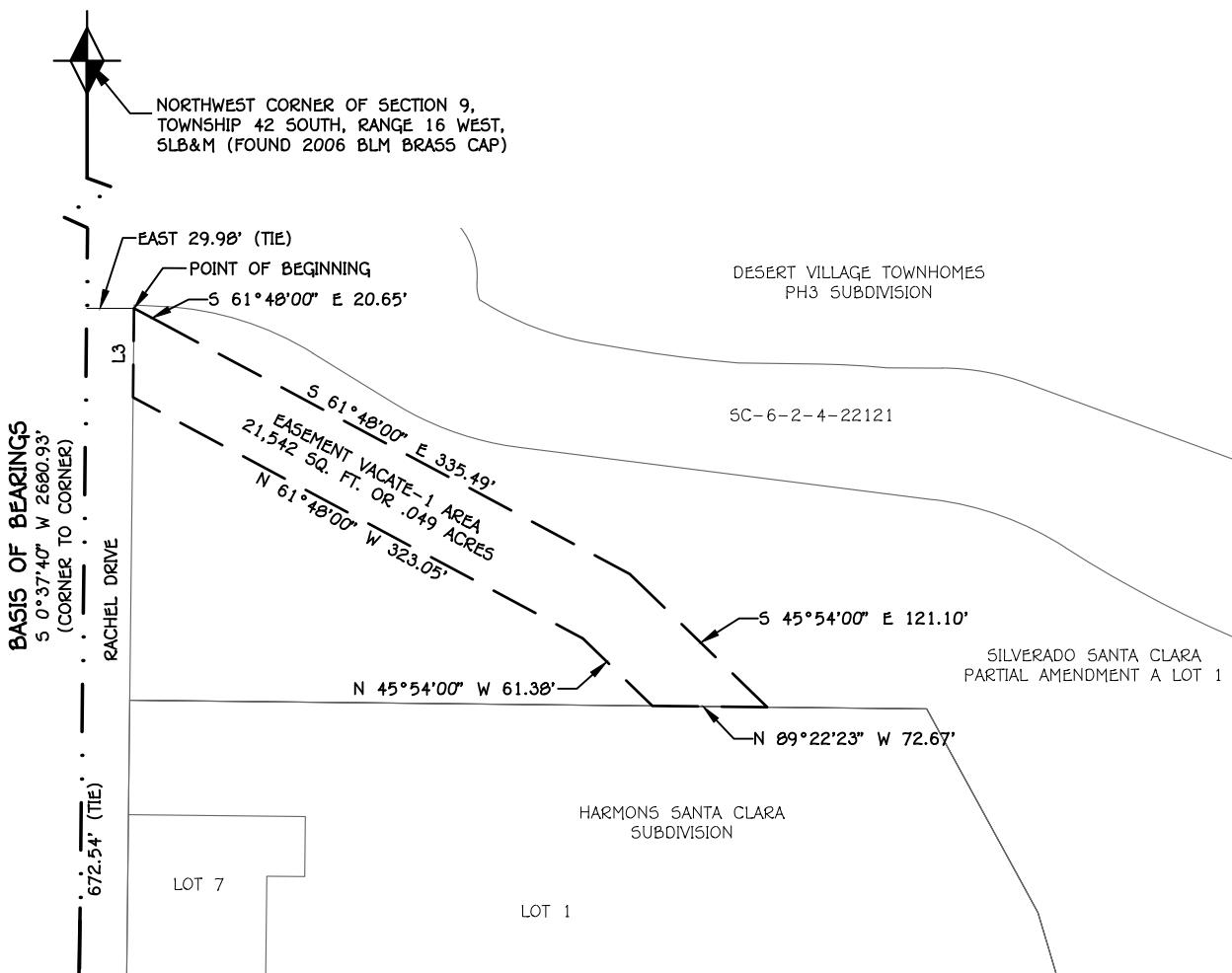
Easting Diff: 0.000150

Azimuth: 181°40'04"

Error Distance 0.005168

Total Distance 990.750

Ratio: 1/191701



LEGEND:

- — — EASEMENT VACATE BOUNDARY
- — — ADJACENT PROPERTY
- · — SURVEY SECTION LINE
- △ — SECTION MONUMENT FOUND



N.T.S.

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N 00°37'36" E	56.41'



Easement Vacate-2 Exhibit a

Beginning at a point on the East Line of Harmons Santa Clara Subdivision Document No. 20160002079 as on file with the Washington County Recorder's Office, said point lies North 00°37'40" East along the Section Line 672.54 feet, and East 622.13 feet, from the West Quarter Corner of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Running

thence South 37°17'26" East 394.67 feet; thence South 66°50'47" East 329.12 feet; thence South 41°05'00" East 205.71 feet to a point on the West Right-of-Way Line of Red Mountain Drive, as on file with the Washington County Recorders office; thence South 00°28'02" West along said West Line 36.15 feet to a point on the North Right-of-Way Line of Pioneer Parkway as on file with the Washington County Recorder's office; thence southwesterly along a 24.99 foot radius non-tangent curve to the right, (center point lies North 89°37'48" West) through a central angle of 65°30'54", along said North Line a distance of 28.58 feet; thence departing said Right-of-Way North 41°05'00" West 228.69 feet; thence North 66°50'47" West 330.88 feet; thence North 37°17'26" West 275.37 feet to a point on the East Line of Said Harmons Santa Clara Subdivision; thence North 16°36'53" West along said East Line 141.61 feet to the point of beginning.

Containing 44,448 Square Feet or 1.02 Acres.

Closure:

Northing Diff: 0.002930

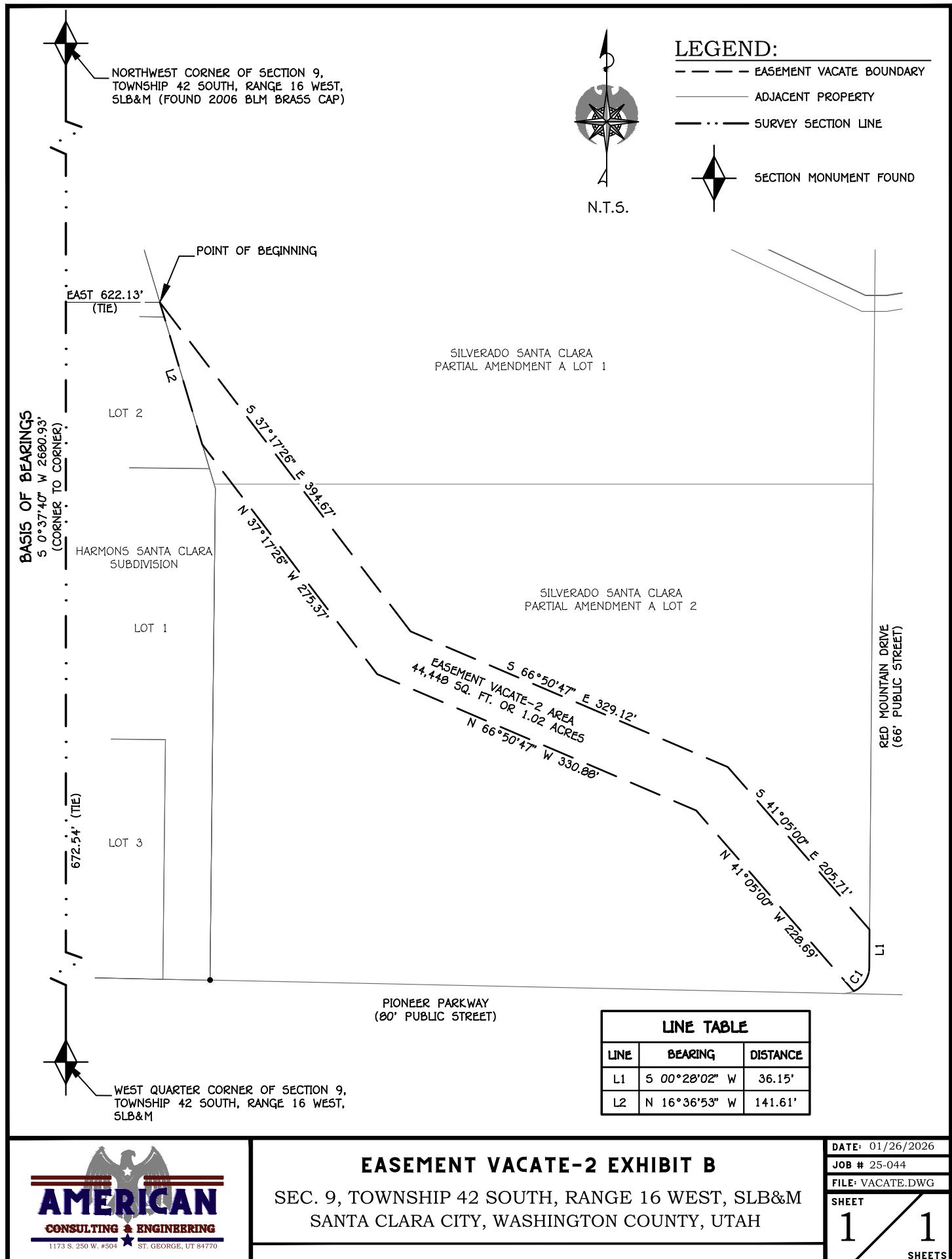
Easting Diff: 0.009828

Azimuth: 73°23'49"

Error Distance 0.010255

Total Distance 1969.250

Ratio: 1/192025





Agenda Date: 02/19/2026

Agenda Item Number: 10

Subject:

Consider approval of Ordinance No. 2026-011 amending the City's General Plan by changing the land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive. (Case No. 2025-GPA-19 - Dixie Drive)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Adam Allen

Reference Number: 2025-GPA-019

Address/Location:

West of Dixie Drive and south of Canyon View Drive

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

The proposal is to amend the City's General Plan by changing the land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive. At their meeting held on February 10, 2026, the Planning Commission held a public hearing and recommended approval with no conditions, with a vote of 5-1. There was one public comment at this meeting and three written comments.

Staff Narrative (need/purpose):

This General Plan Amendment (GPA) is for approximately 8.91 acres of land generally located west of Dixie Drive and south of Canyon View Drive. This property has undergone several general plan changes. It changed twice in 2018 from LDR (Low Density Residential) to MDR (Medium Density Residential) and then from MDR to MHDR (Medium-High Density Residential). It most recently changed in 2022 from MHDR to COM (Commercial) as a potential location for the Bureau of Land Management (BLM) building. This application proposes to change the General Plan land use from COM (Commercial) back to MHDR (Medium-High Density Residential) in expectation of townhomes being developed on the property. At the Planning Commission meeting on 02/10/2026, the land owner addressed the difficulty with developing commercial on this location as there are topography and soil challenges that have made it difficult to layout a plan that would work well. MHDR designations allow for a density of 10-15 dwelling units per acre. With the challenges on this site the applicant has mentioned that it is likely that the density would be on the lower end of MHDR at approximately 9-12 units per acre. The property is currently zoned PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential 10,000 SF min lot size). One (1) public comment was made during the meeting: topics included high density in the area, increased traffic, decreased safety, decreased property value, and concerns about only sending mailer notices to those within 500 feet of the project when the project has an impact on those outside the 500 foot requirement. Three written comments were received prior to the meeting.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a positive recommendation with a 5-1 vote.

Attachments

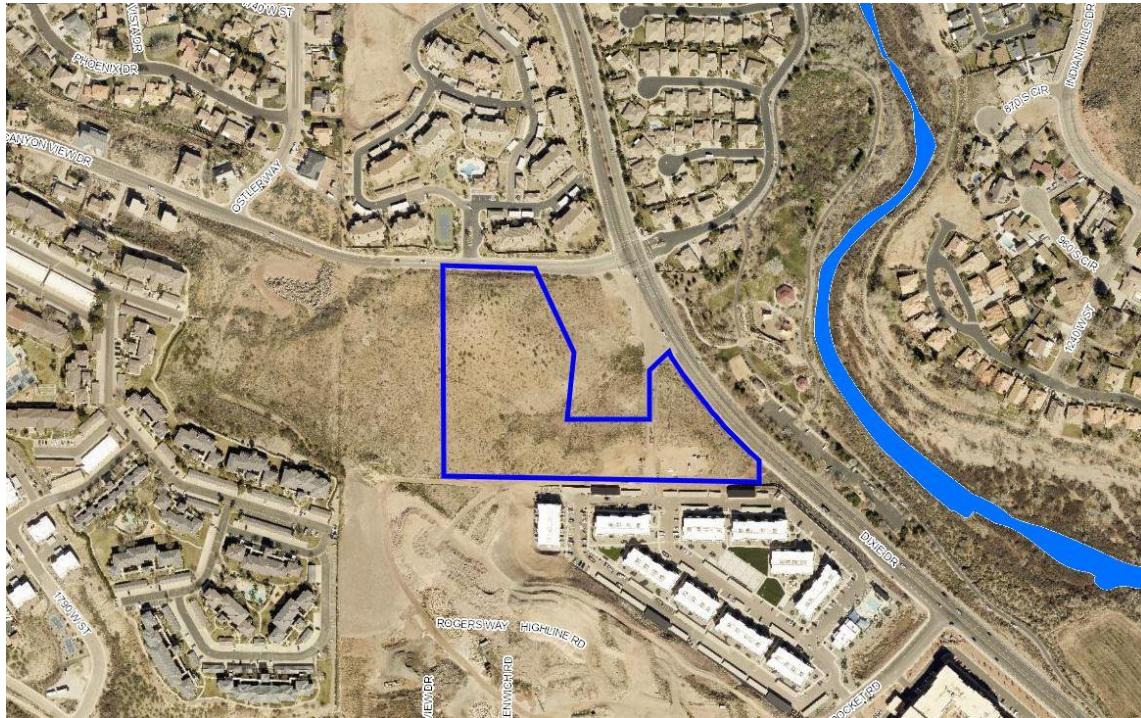


PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

02/10/2026

02/19/2026

Dixie Drive General Plan Amendment (Case No. 2025-GPA-019)	
Request:	Consider approval of an ordinance changing the general plan future land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive, for the proposed development of townhomes.
Applicant:	American Land Consulting LLC
Representative:	Adam Allen
Location:	The project is generally located west of Dixie Drive and south of Canyon View Drive.
Existing General Plan:	COM (Commercial)
Proposed General Plan:	MHDR (Medium-High Density Residential)
Existing Zoning:	PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential 10,000 SF min lot size)
Land Area:	Approximately 8.91 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. This General Plan Amendment (GPA) is for approximately 8.91 acres of land generally located west of Dixie Drive and south of Canyon View Drive. This property has undergone several general plan changes. It changed twice in 2018 from LDR (Low Density Residential) to MDR (Medium Density Residential) and then from MDR to MHDR (Medium-High Density Residential). It most recently changed in 2022 from MHDR to COM (Commercial).

This application proposes to change the General Plan land use from COM (Commercial) back to MHDR (Medium-High Density Residential) in expectation of townhomes being developed on the property. The property is currently zoned PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential 10,000 SF min lot size).

RECOMMENDATION:

The Planning Commission held a public hearing on February 10, 2026, and voted 5-1 to recommend approval of the General Plan Amendment to the City Council with no conditions. One (1) public comment was made during the meeting: topics included high density in the area, increased traffic, decreased safety, decreased property value, and concerns about only sending mailer notices to those within 500' of the project when the project has an impact on those outside the 500' requirement. Three (3) written comments were received prior to the meeting.

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 Dixie Drive General Plan Amendment, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. This 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 aligns with Section 2.3 of the general plan by increasing and diversifying housing supply across the city.

Exhibit A
Applicant's Narrative



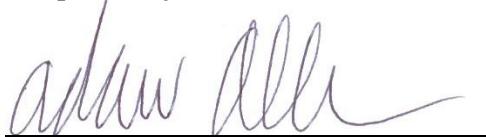
NARRATIVE

RE: General Plan amendment

To whom it may concern:

The purpose of the General Plan Amendment is to bring the Subject properties into what is currently in the area.

Respectfully submitted,



Adam Allen, Manager
American Consulting and Engineering

Exhibit B
Public Comment

Richard Rogers
Niota Investment, LLC
Rogers Construction Company

Phone: [REDACTED]

Email: [REDACTED]

Friday, January 9, 2026

City of St. George – Community Development Department

Attention: Brian Dean, Planner I

61 S. Main Street

St. George, UT 84770

Phone: (435) 627-4437

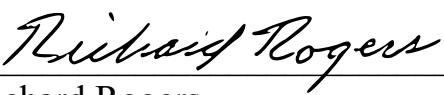
Email: brian.dean@sgcityutah.gov

Case No. 2025-GPA-019 – Dixie Drive Project

The property located west of Dixie Drive and south of Canyon View Drive on approximately 8.91 acres does not have legal access east or west from 25 feet wide asphalt road, from the apartments complex to Dixie Drive. This parcel was granted to Richard Rogers, Rogers Construction Company, from the United States Department of the Interior, Bureau of Land Management.

Right-of-Way – SERIAL NUMBER UTU-77901

Access is not available without proper compensation paid by the existing or future property owners of said 8.91 acres.



Richard Rogers
Niota Investment, LLC

Planning Commission of St. George
c/o Brian Dean, Planner I
City of St. George Community Development Department
61 S. Main St.
St. George, UT 84770

January 23, 2026

Several years ago, after many years of looking we found a great, somewhat secluded resort community, Pelican Hills and purchased a condominium. We paid a premium for the location and secluded atmosphere it provided, however, we now fear that a number of the reasons we were drawn to this property and ultimately purchased here are in danger of being wiped out.

If the request to change the zoning of the parcel across the street from our complex to MHDR is to be granted, the entire atmosphere, setting, views, etc. will be changed. We specifically did not want to be close to such high density housing, and purchased this property believing this type of development would not be allowed to occur in such close proximity based on the current zoning.

The proposed zoning change, and subsequent development on this parcel, will add much additional traffic to this area, make crossing Dixie Dr. to access Cottonwood Cove Park and the bike trails much more dangerous for our children, grandchildren and others.

This change will completely change the nature of our living and recreational space, reduce our mental and physical enjoyment and satisfaction. Statistics will also bear out there is an increase in crime rates in higher density developments. Ultimately, we will see a reduction in our property value due to this change if granted.

I am not anti growth, and understand the need for housing, and although I would not be excited about it, would understand a change to low density housing, however to make the change as requested, when many people have purchased here based on the assumption this would not be allowed in this particular area, is just plain wrong.

We are vehemently opposed to this change, and will do whatever we can to responsibly and legally fight this change and prevent it from happening.

We appreciate you considering our concerns, and trust you will do the right thing.

Sincerely,





Brian Dean <brian.dean@sgcityutah.gov>

Case No. 2025-GPA-019

1 message

Craig Hancey [REDACTED]

Mon, Feb 9, 2026 at 4:10 PM

To: "brian.dean@sgcityutah.gov" <brian.dean@sgcityutah.gov>

Planning Commission Members,

The rezoning of the 8.91 acres known as Pinion Reserve must be stopped for the following reasons:

INCREASED TRAFFIC ON CANYON VIEW DRIVE

Canyon View drive was a dead end a few years ago, when the Pelican Hills resort was developed. People purchased their homes in Pelican Hills based on a quiet and orderly ingress and egress into and out of Pelican Hills. The area below the Las Palmas resort was completely empty and the ground was known as Blue clay and development on the Blue clay was not allowed and was too expensive at the time Pelican Hills was developed. The values of the homes therein at that time was determined by the quality of the surrounding areas.

Subsequently, Canyon View Drive became the main entrance to the area above Pelican Hills, causing a significant decrease in the property values of Pelican Hills due to the tremendous amount of daily vehicles up and down the road causing a significant amount of noisy and unsightly traffic.

COMMERCIAL DEVELOPMENT ALLOWED TO DATE

Then, on the corner of Dixie Drive and Canon View Drive, a commercial development for a needless gas station was allowed by the Planning and Zoning Commission. This was needless due to an existing gas station half a mile up Dixie Drive. This and the increased traffic required a traffic signal to be put in on the corner at taxpayers expense! The commercial development of that corner will ultimately put much more traffic on Canyon View Drive as that street will be the main entrances in and out of the corner development.

PINION RESERVE DEVELOPMENT REZONED TO HIGH DENSITY

This increase in density was an absolute travesty due to the massive amount of vehicle traffic it will bring onto Canyon View Drive, not to mention the unsightly views of the development from the Pelican Hills development, which again, people purchased based on no traffic and great views.

DIXIE DRIVE CASE NO. 2025-GPA-019 PROPOSED REZONING

Now, imagine what additional traffic, unsightly buildings, and noise will be caused by changing the zoning to Medium Density, allowing up to an additional 105 homes. This should absolutely not be allowed! At most, it should be equal to the 5 acres between Pinion Reserve and Dixie Drive developments, which I believe is 5-9 units per acre, which will allow for some development, and keep traffic, noise and unsightly development to a minimum.

NOISE AND UNSIGHTLY DEVELOPMENT

Now, imagine the increase in traffic and noise from the development of "PINION RESERVE and DIXIE DRIVE" ground and then the building of almost 230 units over a period of just a couple of years!

PROPERTY VALUE DECREASES OF HOMES & PROPERTY IN THE SURROUNDING AREAS

The property values of Pelican Hills and the homes on the other side of Dixie Drive have been and will be severely impacted by the allowing "Dixie Drive" Case No. 2025-GOPA-019 to be rezoned to medium density allowing up to 105 homes to be on the property. This and any future rezoning attempts for these areas should not be allowed for the above reasons and those to follow.

500' NOTICE CONCEPT

The 500' notice concept does not allow all people who will be impacted by any such rezoning requests to be notified. A case in point is the few numbers of people who attended the corner gas station and the Pinion reserve rezoning meetings. Many of the residents of Pelican Hills and many of the homes on the eastside of Dixie Drive were not notified of the rezoning request, and thus will not be able to make comments as to the impact on them and their properties. I acknowledge that the 500' requirement is not a state requirement, but nevertheless, consider how many affected home and property owners were not notified and may not be aware of the rezoning meeting.

CONCLUSION

I would very much appreciate your consideration of the above comments, both individually and as the group in charge of the rezoning request. Please discuss each of the above mentioned reasons to not grant the rezoning request in your meeting tomorrow night. Each is very important and should be discussed back and forth in your meeting, and not simply passed over, which I am sure will not be the case.

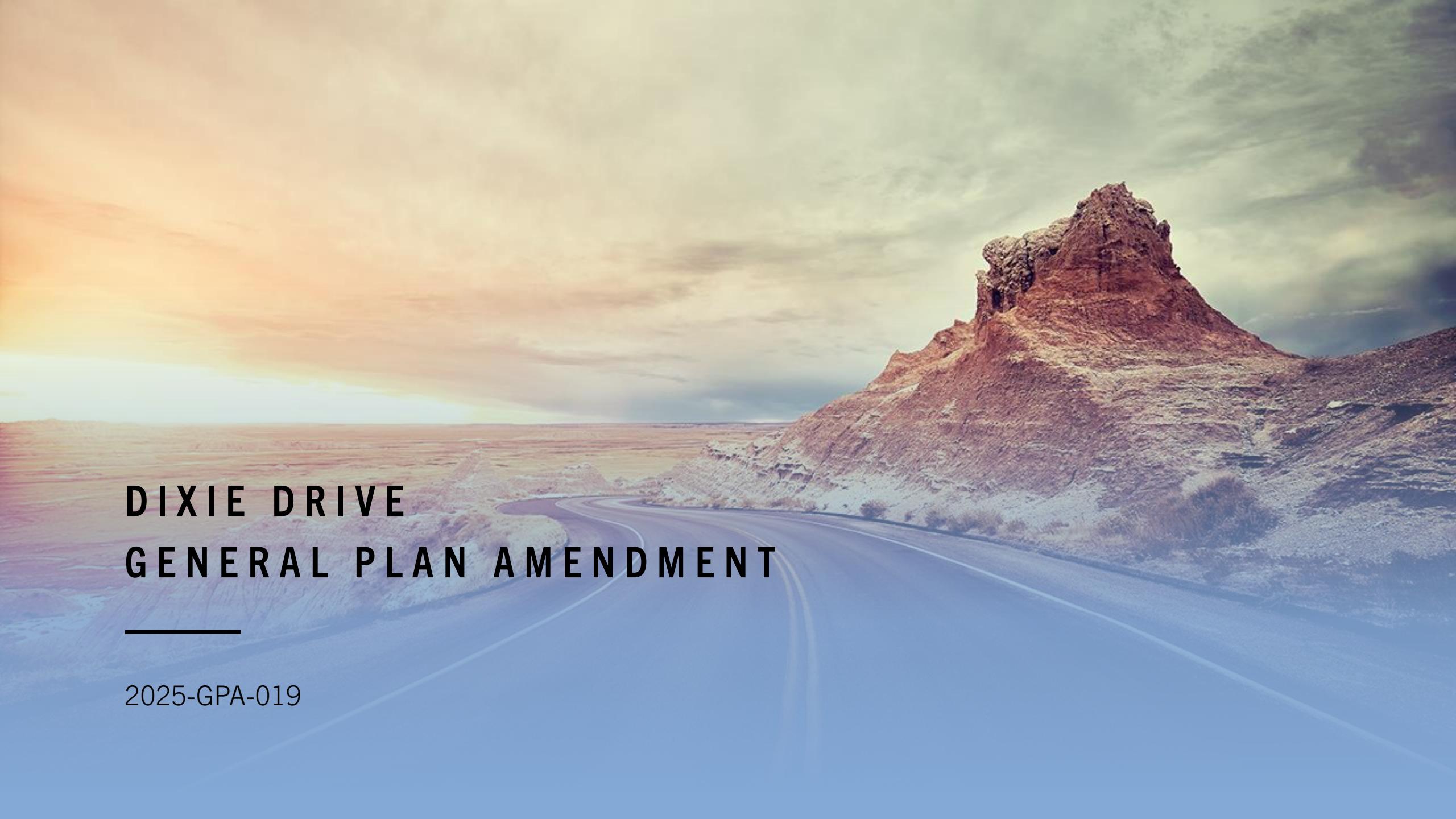
Again, I respectfully request that the rezoning be denied based on the above reasons, and I anticipate your favorable response.

Respectfully,

Craig and Janet Hancey

[REDACTED]

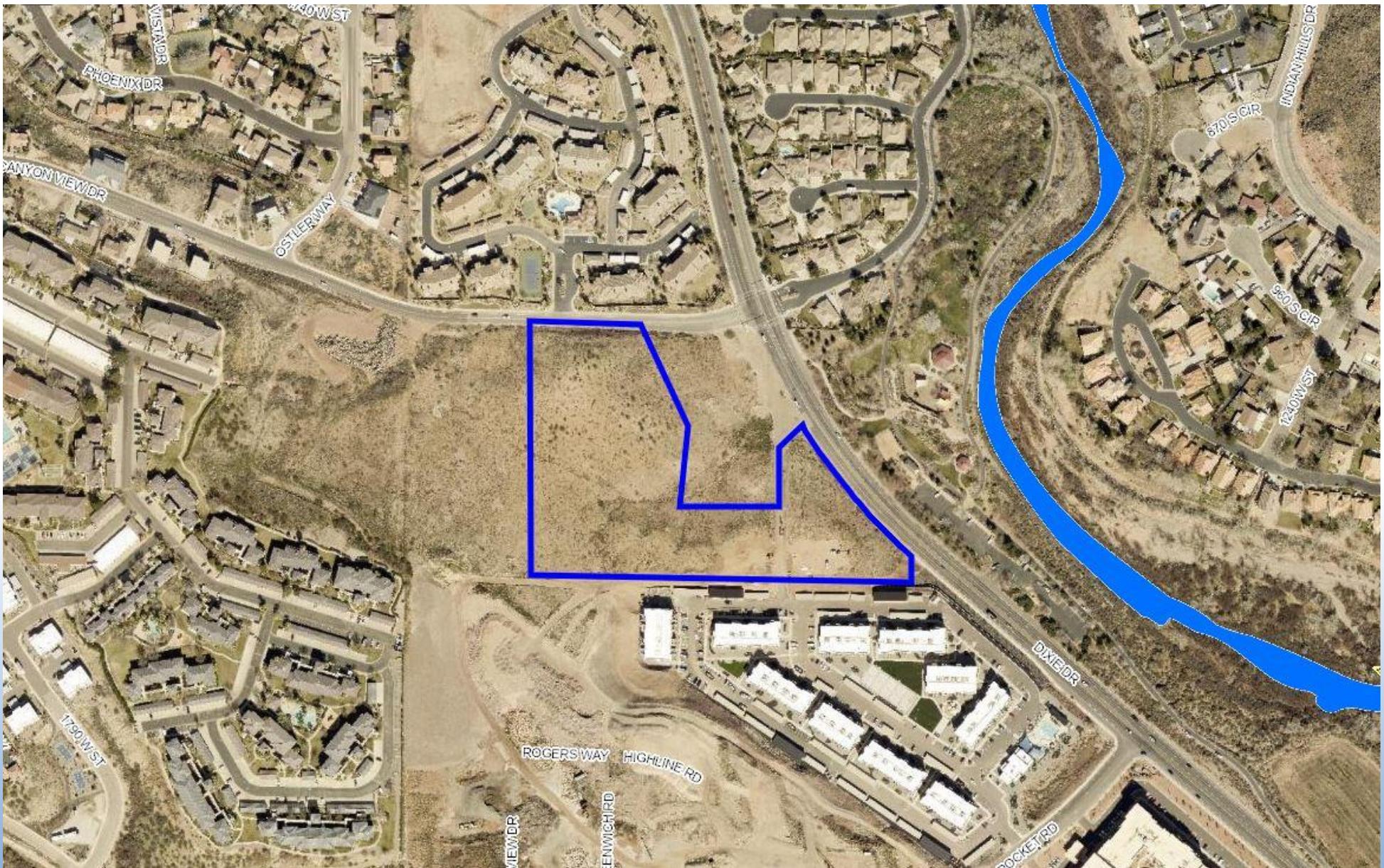
Exhibit C
Presentation

A scenic landscape featuring a winding road in the foreground that curves towards a large, rugged rock formation. The formation is reddish-brown with a prominent, craggy peak. The sky is filled with soft, pastel-colored clouds, transitioning from warm yellows and oranges on the left to cooler blues and purples on the right, suggesting a sunset or sunrise. The overall atmosphere is serene and natural.

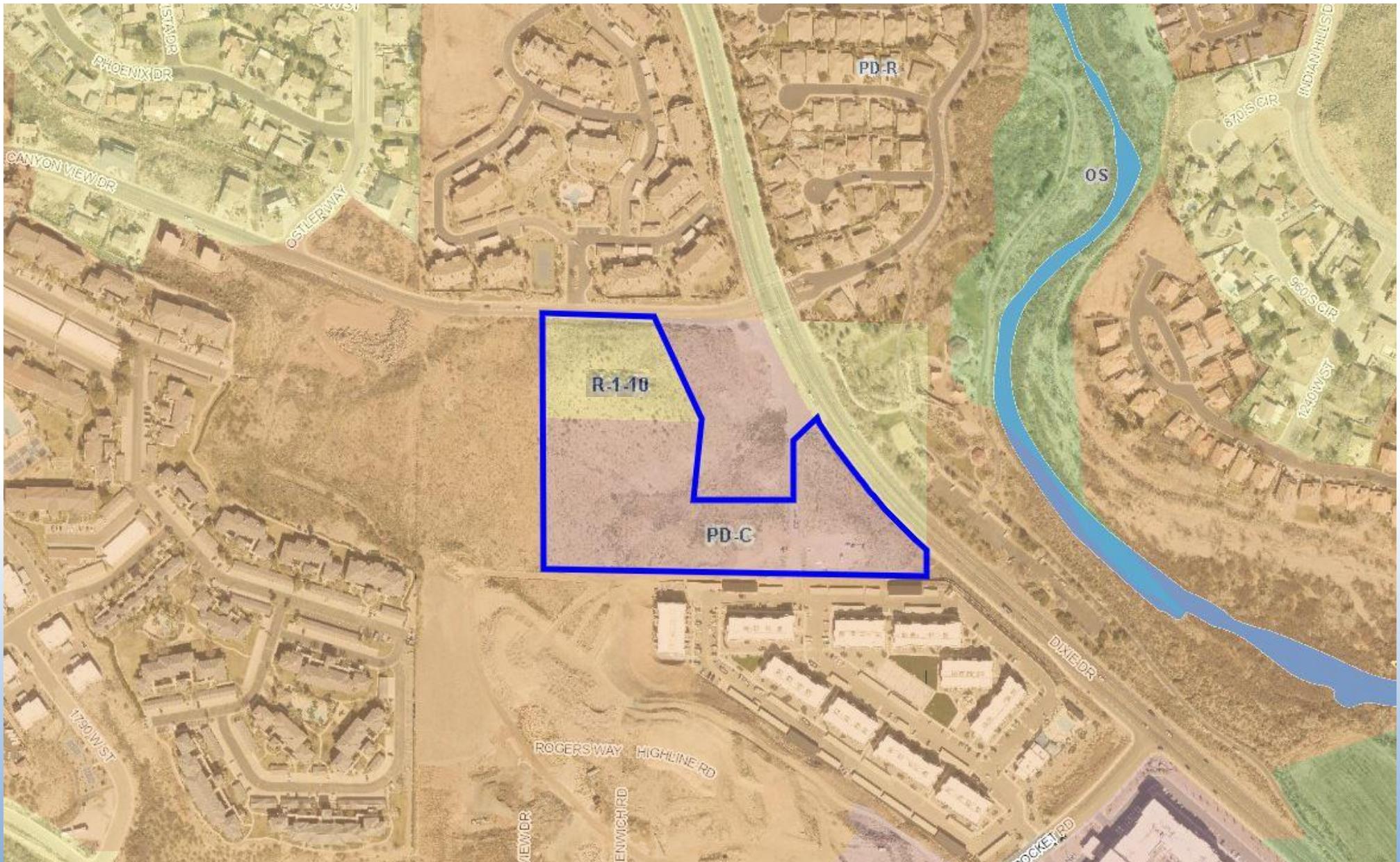
DIXIE DRIVE GENERAL PLAN AMENDMENT

2025-GPA-019

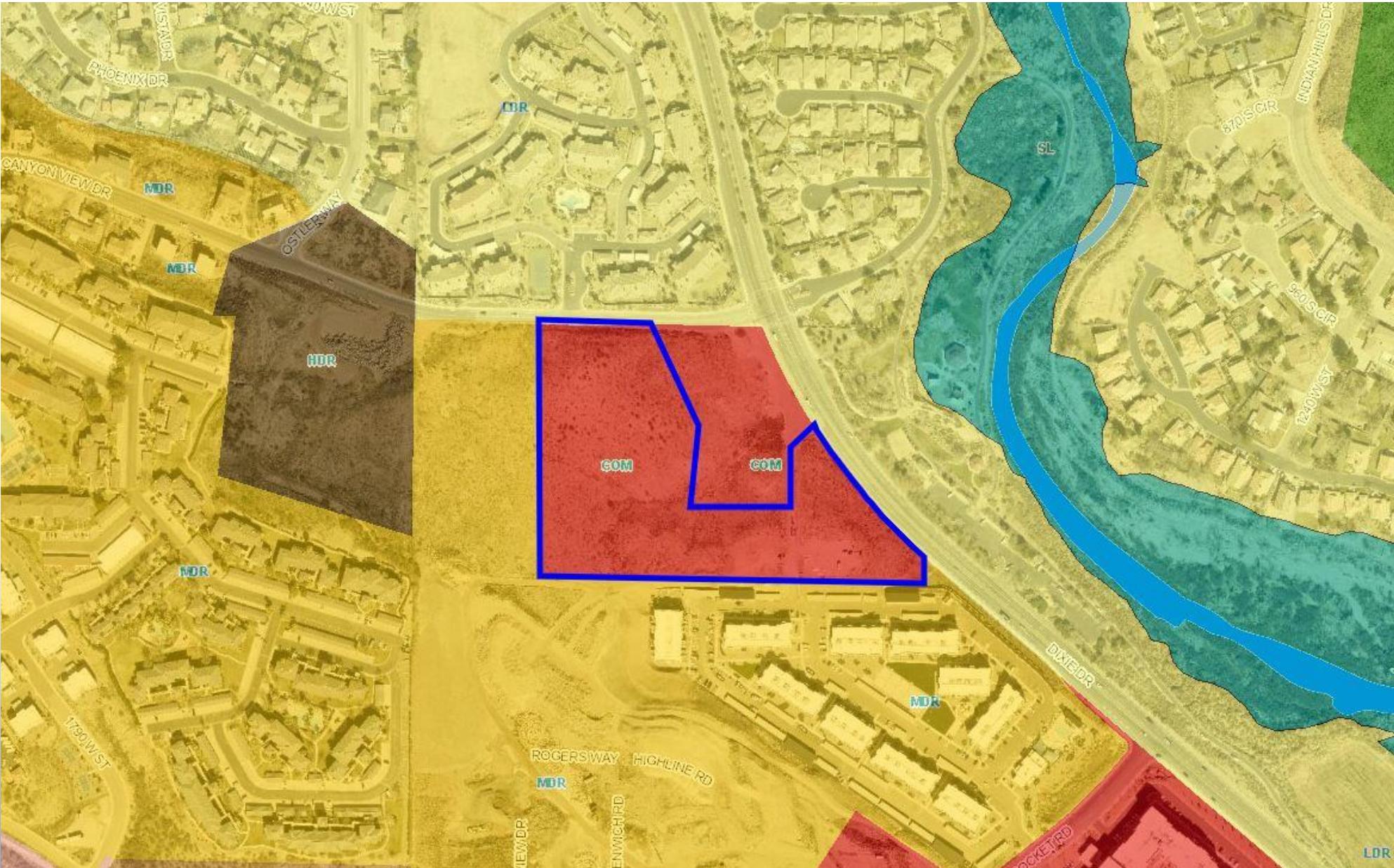
AERIAL MAP



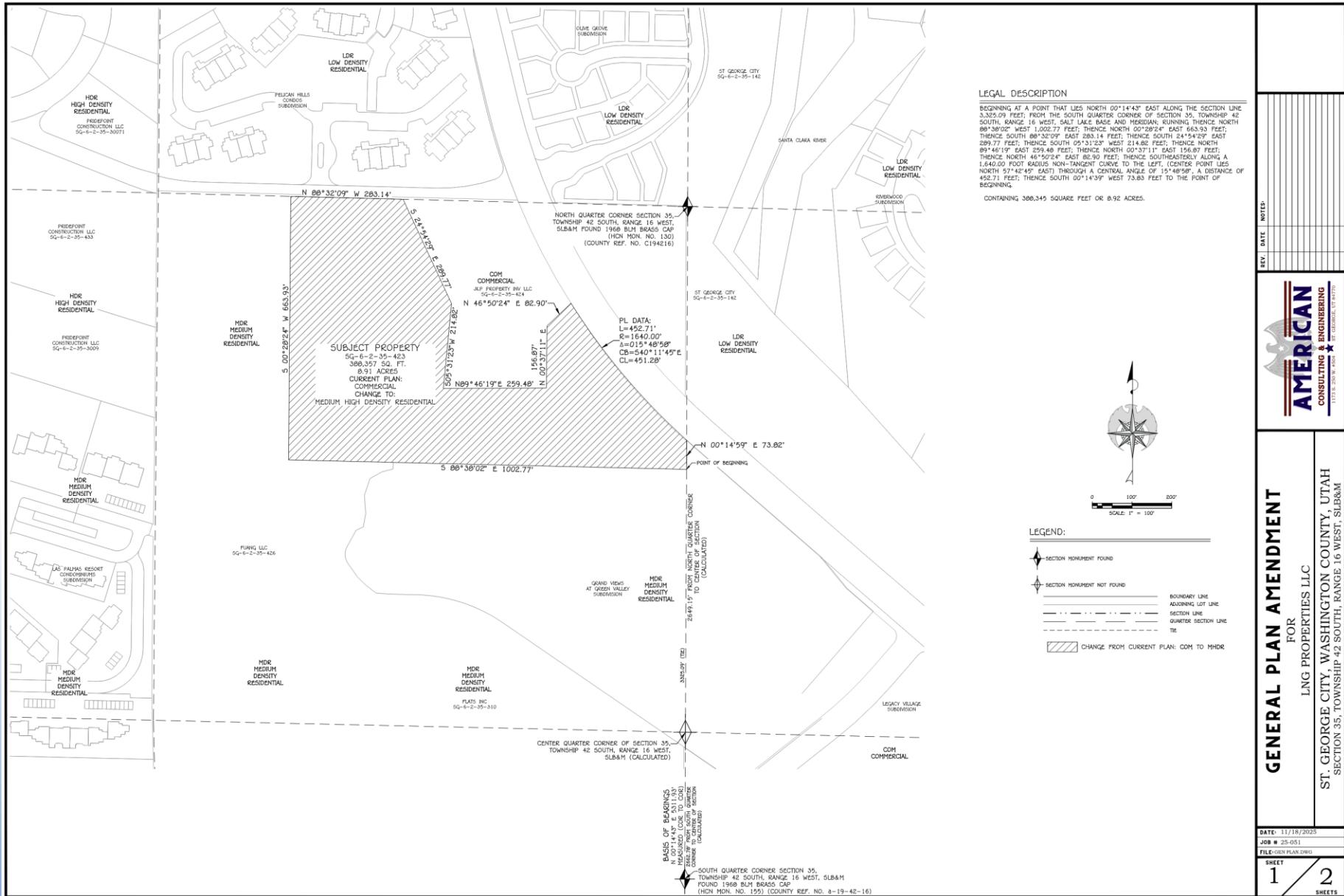
ZONING MAP



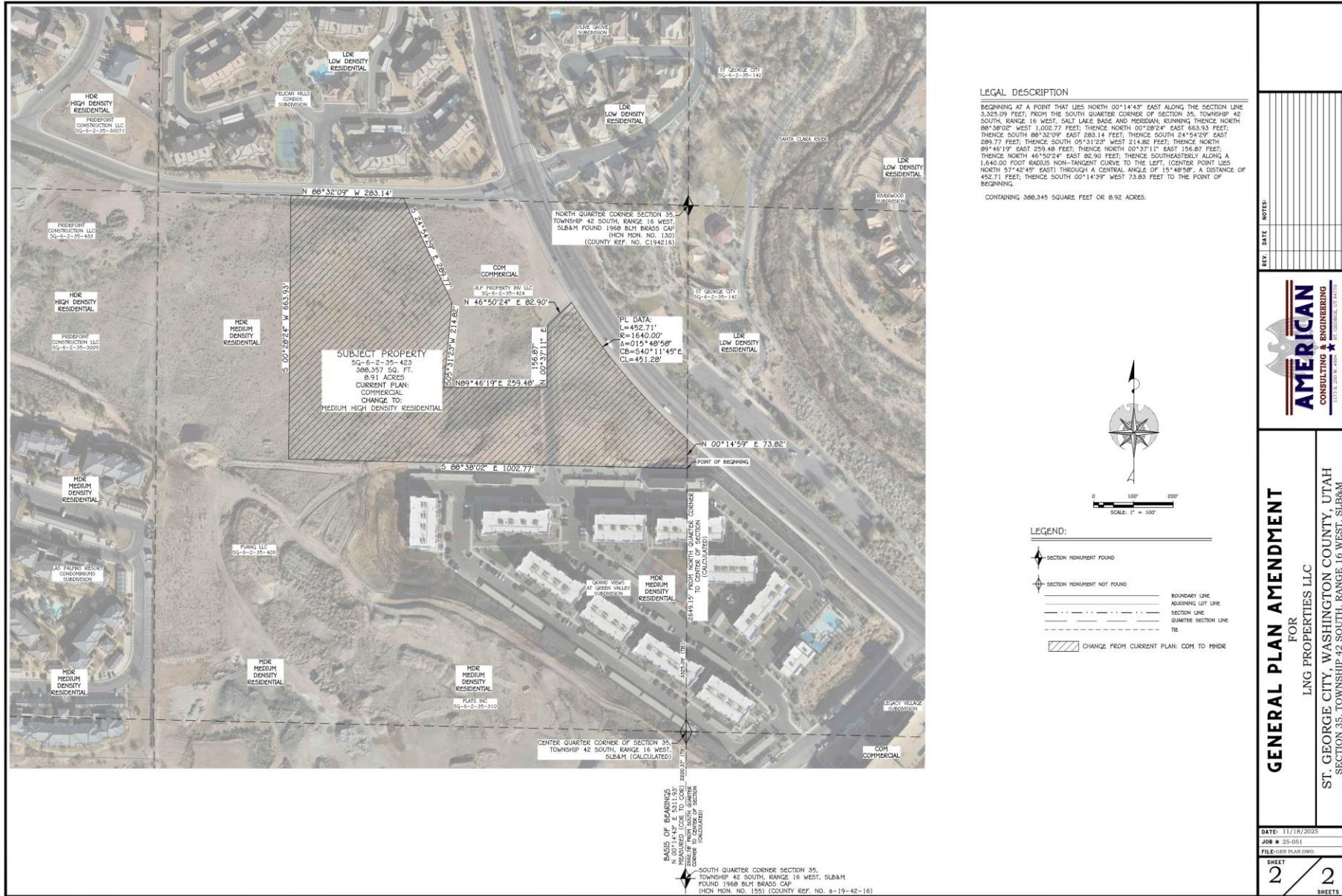
GENERAL PLAN MAP



PROPOSED GENERAL PLAN AMENDMENT



PROPOSED GENERAL PLAN AMENDMENT



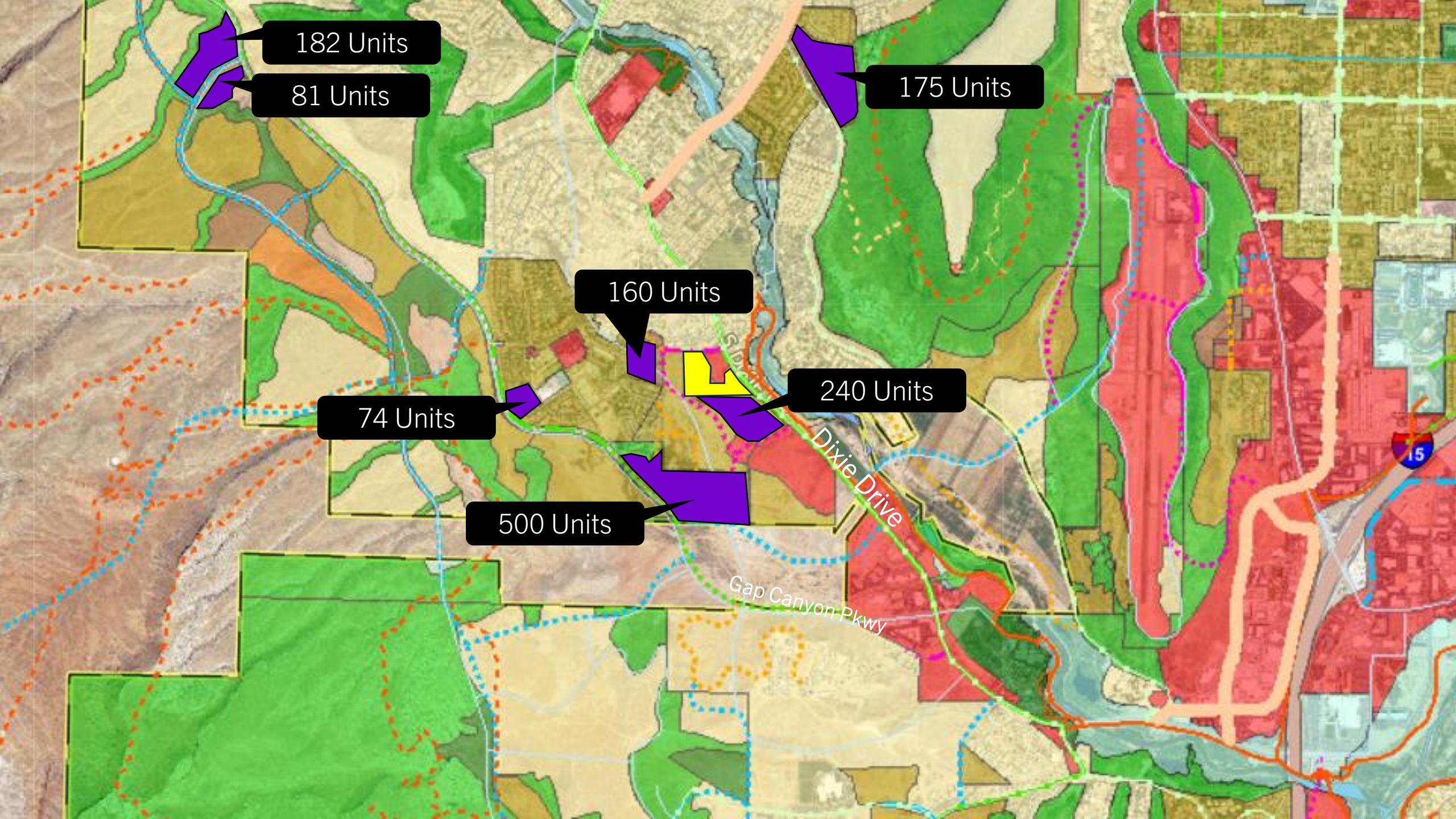












RECOMMENDATION

The Planning Commission held a public hearing on February 10, 2026, and voted 5-1 to recommend approval of the General Plan Amendment to the City Council with no conditions. One (1) public comment was made during the meeting: topics included high density in the area, increased traffic, decreased safety, decreased property value, and concerns about only sending mailer notices to those within 500' of the project when the project has an impact on those outside the 500' requirement. Three (3) written comments were received prior to the meeting.

POSSIBLE MOTION

“I move that we approve the Dixie Drive General Plan Amendment, based on the findings listed in the staff report.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM COM (COMMERCIAL) TO MHDR (MEDIUM-HIGH DENSITY RESIDENTIAL) ON APPROXIMATELY 8.91 ACRES GENERALLY LOCATED WEST OF DIXIE DRIVE AND SOUTH OF CANYON VIEW DRIVE FOR A PROJECT TO BE KNOWN AS DIXIE DRIVE.

(Dixie Drive)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and South of Canyon View Drive; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on February 10, 2026, and recommended approval with a 5-1 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of 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 COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive 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 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

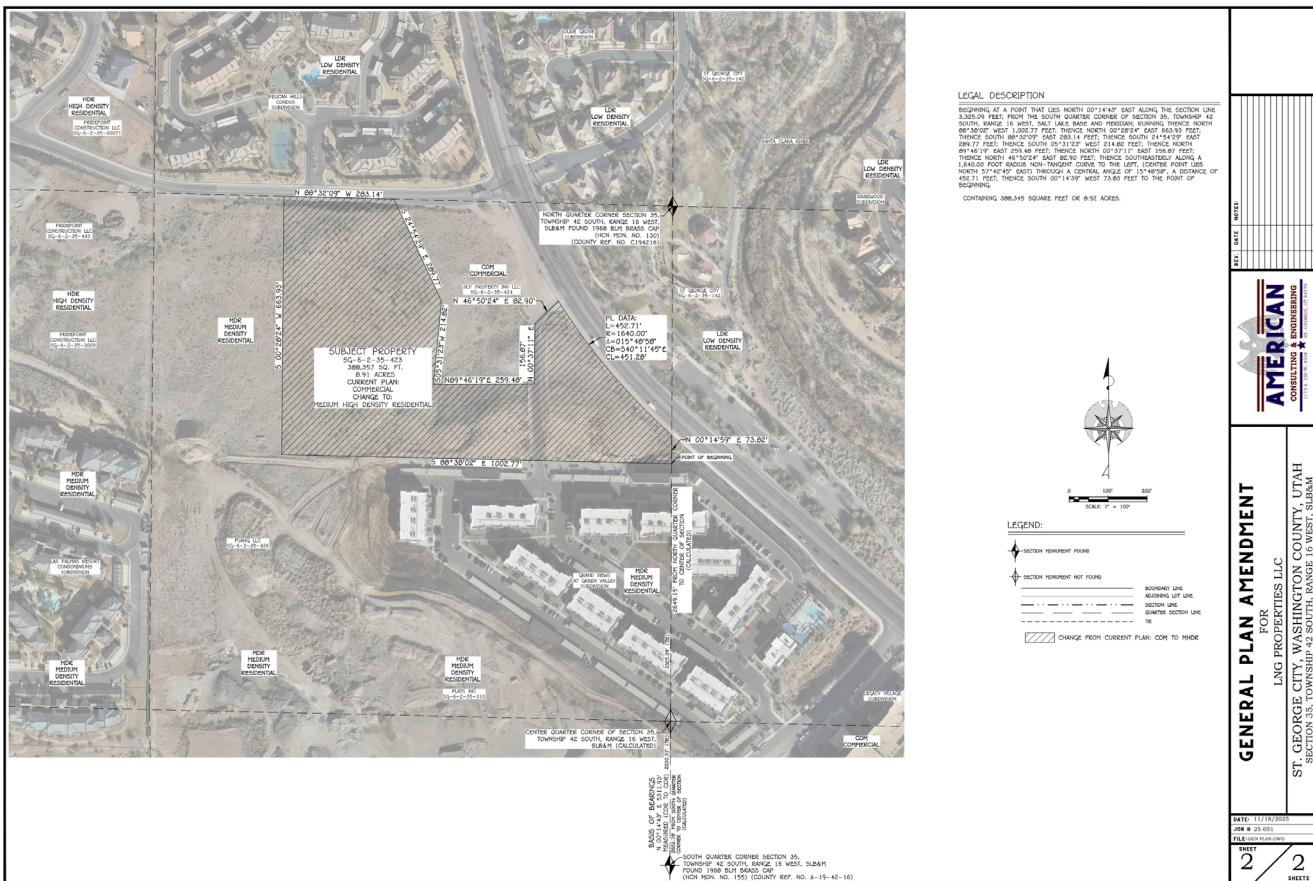
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A”

Location of General Plan Amendment for Dixie Drive





Agenda Date: 02/19/2026

Agenda Item Number: 11

Subject:

Consider approval of Ordinance No. 2026-012 amending the City's General Plan by changing the land-use map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 17.64 acres generally located west of Mesa Palms Drive and north of Curly Hollow Drive. (Case No. 2025-GPA-020 - Tonaquint 35 Acres)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: American Land Consulting, LLC; Adam Allen

Reference Number: 2025-GPA-020

Address/Location:

west of Mesa Palms Drive and north of Curly Hollow Drive

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. This General Plan Amendment (GPA) is for approximately 17.64 acres of land generally located west of Mesa Palms Drive and north of Curly Hollow Drive. This application proposes to change the General Plan land use from LDR (Low Density Residential) to MDR (Medium Density Residential). The property is currently zoned R-1-8 (Single Family Residential 8,000 SF min lot size) and R-1-10 (Single Family Residential 10,000 SF min lot size). At their meeting held on January 13, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; no public comments were made.

Staff Narrative (need/purpose):

The current land use designation on this property LDR (Low Density Residential) allows up to 4 DUA (Dwelling Units per Acre). The requested change to MDR (Medium Density Residential) would allow 5-9 DUA (Dwelling Units per Acre).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission forwarded a positive recommendation with a unanimous vote of 6-0.

Attachments



PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

01/13/2026
02/19/2026

Tonaquint 35 Acres
General Plan Amendment (Case No. 2025-GPA-020)

Request:	Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 17.64 acres generally located west of Mesa Palms Drive and north of Curly Hollow Drive.
Applicant:	American Land Consulting LLC
Representative:	Adam Allen
Location:	The project is generally located west of Mesa Palms Drive and north of Curly Hollow Drive.
Existing General Plan:	LDR (Low Density Residential)
Proposed General Plan:	MDR (Medium Density Residential)
Existing Zoning:	R-1-8 (Single Family Residential 8,000 SF min lot size) and R-1-10 (Single Family Residential 10,000 SF min lot size)
Land Area:	Approximately 17.64 acres



TONAQUINT 35 ACRES

0 312.5 625 1,250 1,875 2,500 Feet



BACKGROUND:

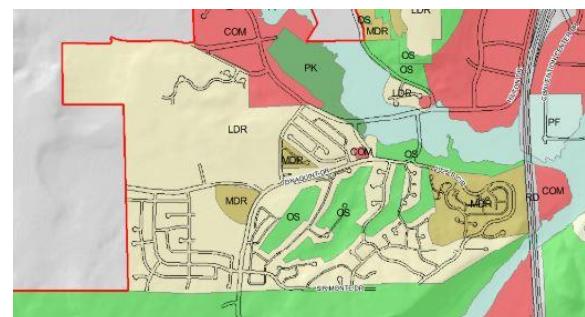
The Planning Commission held a public hearing on January 13, 2026, no public comments were made.

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. This General Plan Amendment (GPA) is for approximately 17.64 acres of land generally located west of Mesa Palms Drive and north of Curly Hollow Drive. This application proposes to change the General Plan land use from LDR (Low Density Residential) to MDR (Medium Density Residential). The property is currently zoned R-1-8 (Single Family Residential 8,000 SF min lot size) and R-1-10 (Single Family Residential 10,000 SF min lot size).

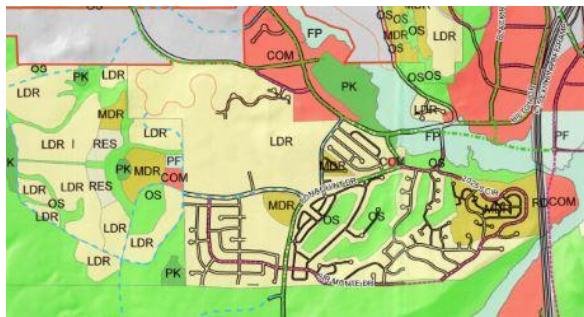
While the surrounding area was historically designated as Low Density Residential (LDR), the City's growth has led to the gradual inclusion of Medium Density Residential (MDR) pockets within the vicinity.



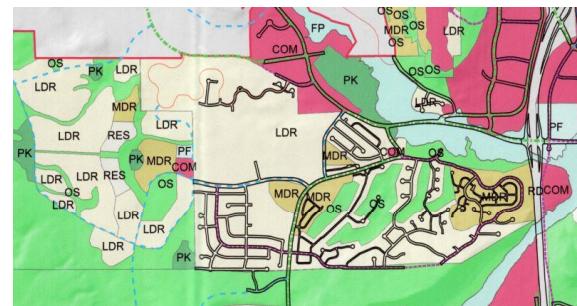
2009 Land Use



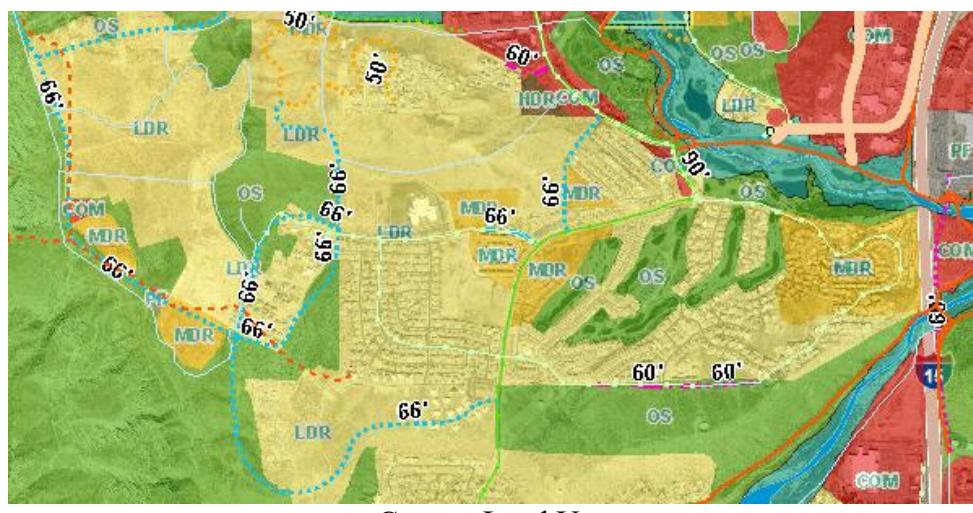
2010 Land Use



2014 Land Use



2018 Land Use



Current Land Use

RECOMMENDATION:

The Planning Commission forwarded a positive recommendation with a unanimous vote of 6-0.

ALTERNATIVES:

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:

“I move that we approve the Tonaquint 35 Acres General Plan Amendment, based on the findings listed in the staff report.”

FINDINGS FOR APPROVAL:

1. This 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 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



NARRATIVE

RE: General Plan amendment

To whom it may concern:

The purpose of the General Plan Amendment is to bring the Subject properties into what is currently in the area.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Adam Allen".

Adam Allen, Manager
American Consulting and Engineering

CC 2025-GPA-020

Tonaquint 35 Acres

Page 5 of 5

Exhibit B
Presentation

TONAQUINT 35 ACRES

CASE No. 2025-GPA-020

LOCATION

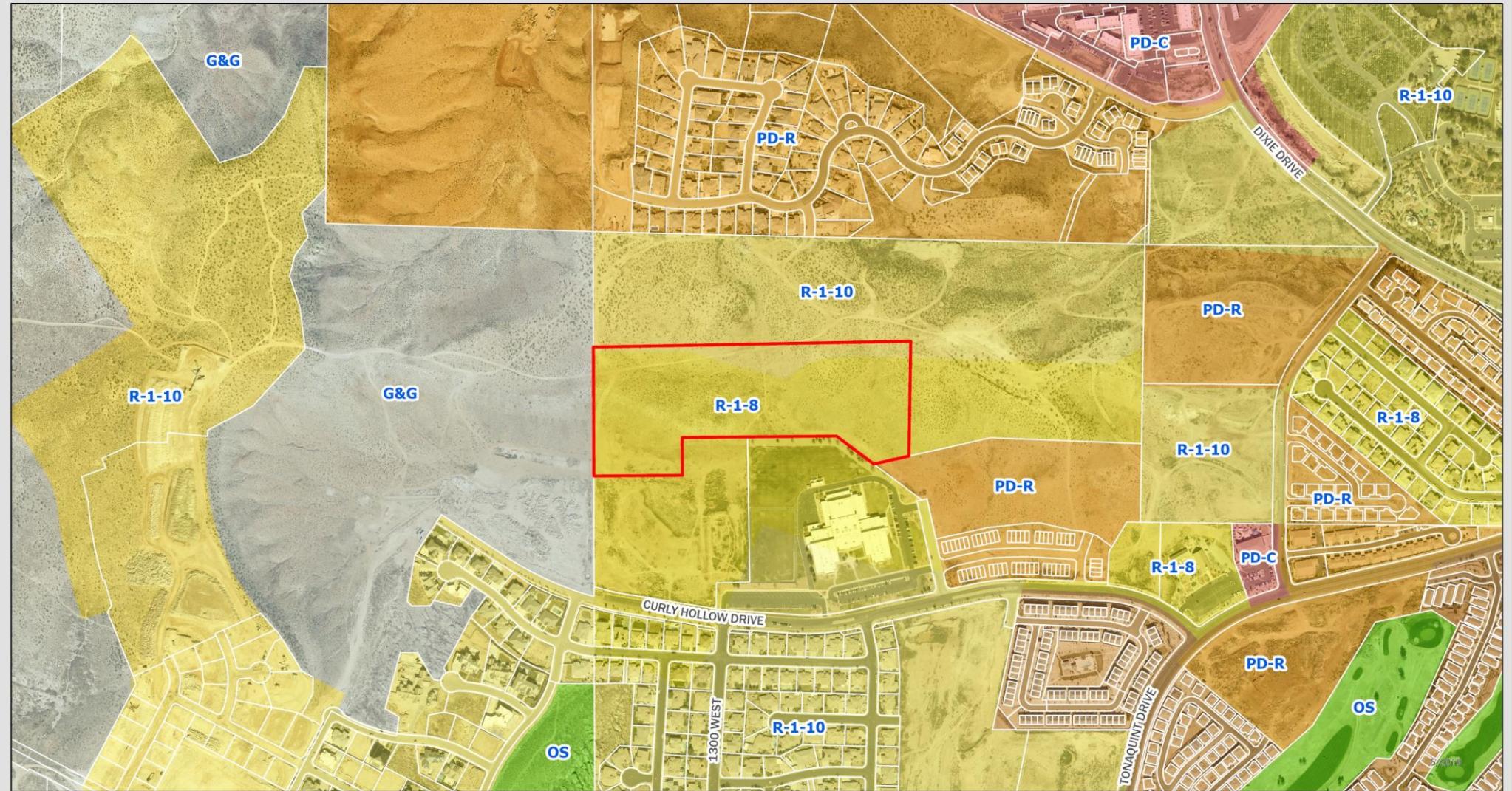


TONAQUINT 35 ACRES

0 312.5 625 1,250 1,875 2,500
Feet



ZONING

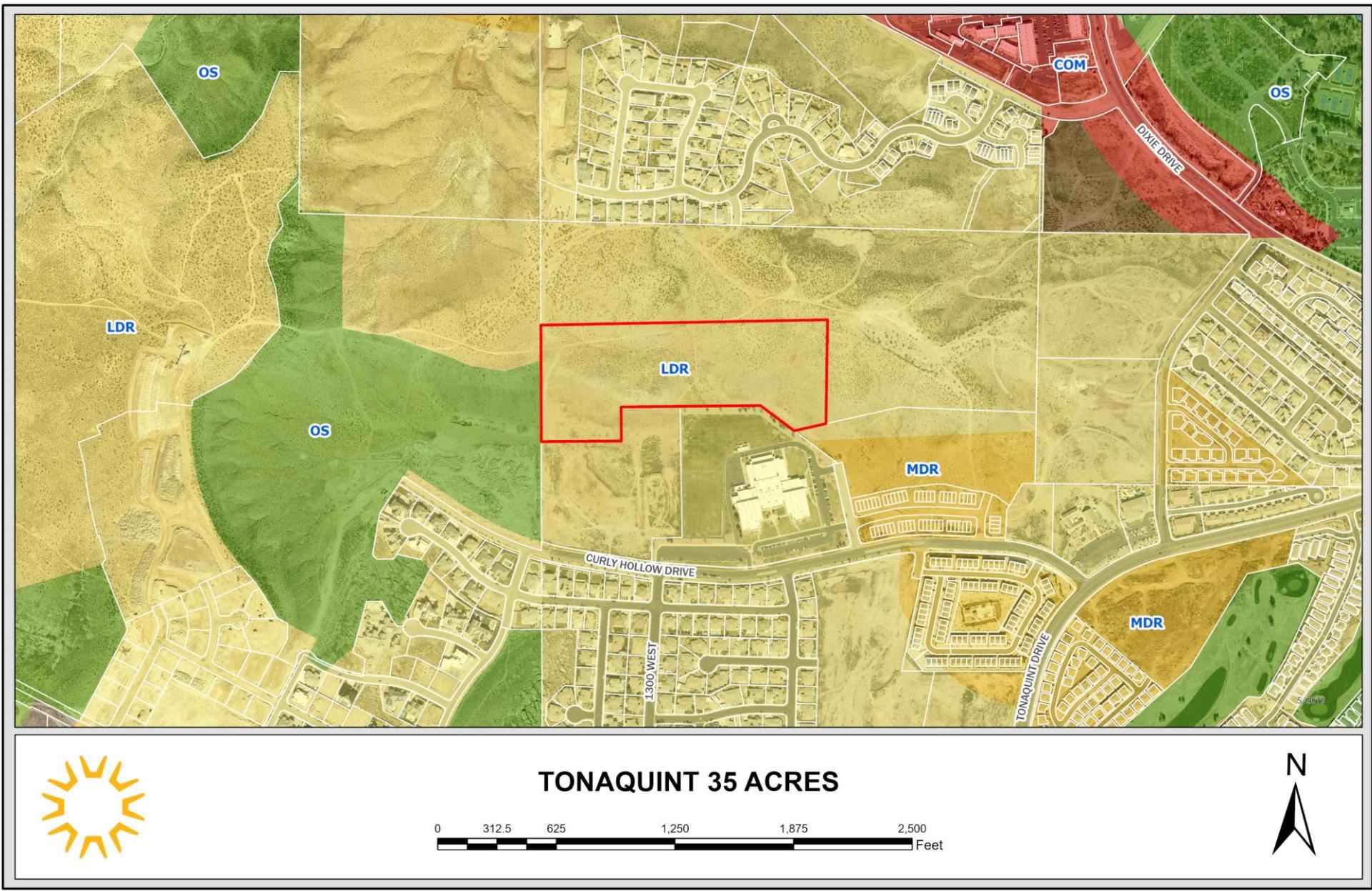


TONAQUINT 35 ACRES

0 312.5 625 1,250 1,875 2,500 Feet



LAND USE DESIGNATION



SUBJECT PROPERTY



LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 00°55'32" EAST ALONG THE SECTION LINE 314.50 FEET, AND WEST 1,110.76 FEET, FROM THE EAST QUARTER CORNER OF SECTION 01, TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 77°15'36" WEST 167.38 FEET; THENCE NORTH 53°12'09" WEST 222.33 FEET; THENCE SOUTH 09°24'50" WEST 733.77 FEET; THENCE SOUTH 00°29'15" EAST 179.31 FEET; THENCE SOUTH 89°30'45" WEST 421.84 FEET; THENCE NORTH 00°11'52" WEST 612.29 FEET; THENCE NORTH 88°52'17" EAST 1,506.69 FEET; THENCE SOUTH 00°36'12" WEST 547.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 768,786 SQUARE FEET OR 17.65 ACRES.

GENERAL PLAN AMENDMENT

FOR
TONAQUINT INC

ST. GEORGE CITY, WASHINGTON COUNTY, UTAH
SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SUBDIVISION



DATE: 11/17/2025
JOB #: 25-046
FILE: GPP-2025-046

SHEET
2 / 2

LEGEND:

- ◆ SECTION MONUMENT FOUND
- ◆ SECTION MONUMENT NOT FOUND
- BOUNDARY LINE
ADJACENT LOT LINE
- SECTION LINE
QUARTER SECTION LINE
- TIE
- ▨ CHANGE FROM CURRENT PLAN: LDR TO MDR

HCN NO. 11270 E 2575.372
(SG-6-3-2-156)
N 89°29'15" E 179.31'

HCN NO. 11270 E 2575.372
(SG-6-3-2-157)
N 89°29'15" E 179.31'

SOUTHWEST QUARTER CORNER SECTION 1,
TOWNSHIP 43 SOUTH, RANGE 16 WEST
SALT LAKE BASE AND MERIDIAN
FOUND 3RD BRASS CAP MONUMENT
HCN NO. 161 WASH. CO. REF. Y-214316

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 17.64 ACRES GENERALLY LOCATED WEST OF MESA PALMS DRIVE AND NORTH OF CURLY HOLLOW DRIVE FOR A PROJECT TO BE KNOWN AS TONAQUINT 35 ACRES.

(Tonaquint 35 Acres)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 17.64 acres generally located west of Mesa Palms Drive and north of Curly Hollow Drive; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on January 13, 2026, and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of 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 MDR (Medium Density Residential) on approximately 17.64 acres generally located west of Mesa Palms and north of Curly Hollow Drive 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 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

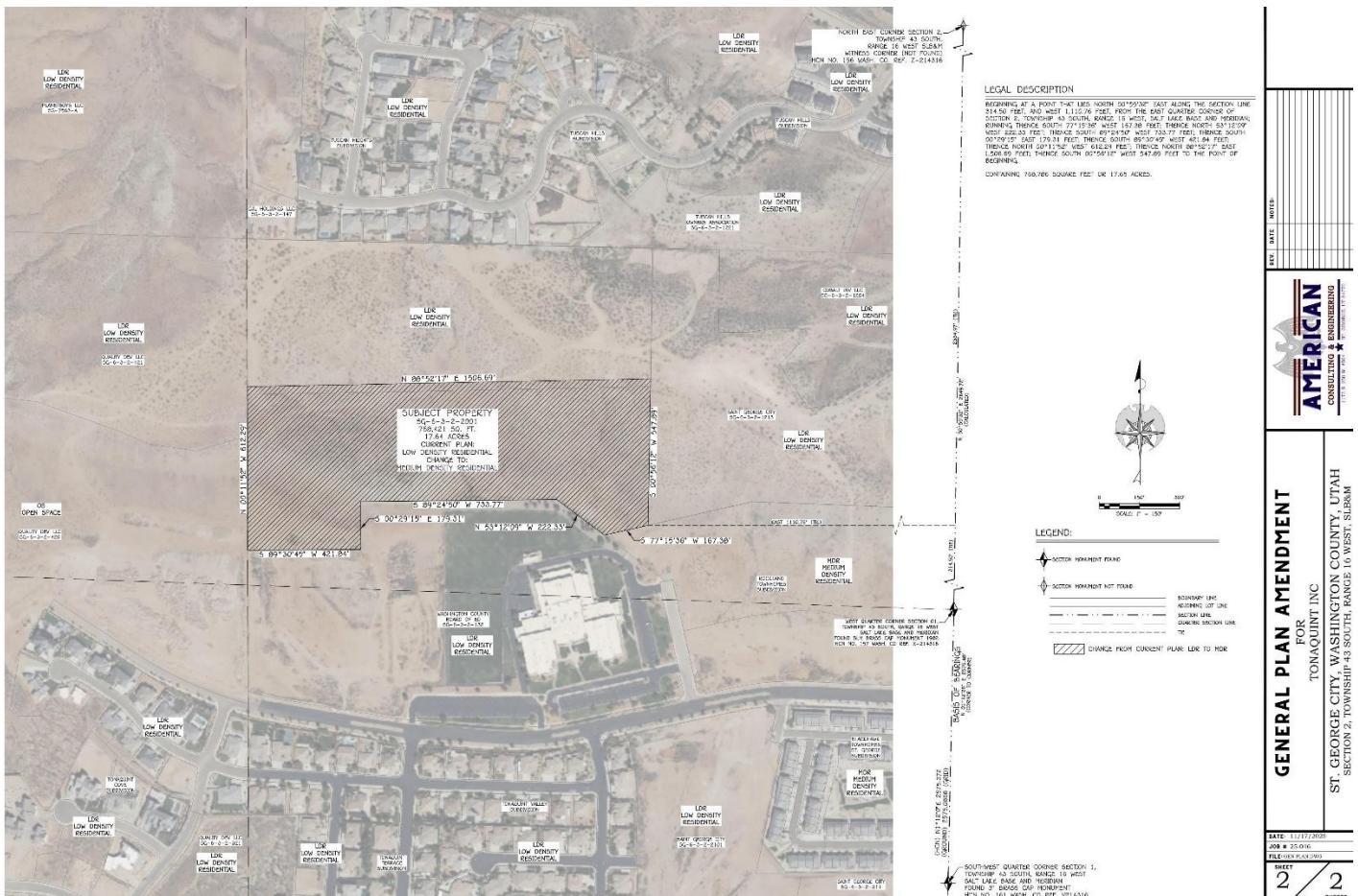
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A”





Agenda Date: 02/19/2026

Agenda Item Number: 12

Subject:

Consider approval of Ordinance No. 2026-013 amending the City's General Plan by changing the land-use map from AE (Agricultural Estates) to MDR (Medium Density Residential) on approximately 1.95 acres generally located at the northwest corner of 1800 North and 2100 West. (Case No. 2025-GPA-022 - Sullivan 1800 North GPA)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Bush and Gudgell, Inc; Bob Hermanson

Reference Number: 2026-GPA-022

Address/Location:

generally located at the northwest corner of 1800 North and 2100 West

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

The General Plan serves as a guide for land-use decisions and contains policies to direct the development of the City. Historically, this area was designated as Low Density Residential (LDR), which allows for up to 4 dwelling units per acre. In 2025, the City updated the General Plan and redesignated this area as Agricultural Estates (AE). While this designation still allows for up to 4 dwelling units per acre, it requires larger lots to maintain a rural and agricultural character, allowing animals by right. This application proposes a change to Medium Density Residential (MDR) allowing 5-9 dwelling units per acre. At their meeting held on February 10, 2026 the Planning Commission held a public hearing and recommended approval with a vote of 6-0. There were comments from the public concerned about turning agricultural into a higher density, worried about privacy in the back yards close to this project, and traffic concerns.

Staff Narrative (need/purpose):

The proposed change to Medium Density Residential (MDR) would increase the density to 59 dwelling units per acre. For context, the property to the east is designated LDR, while the area south of 1800 North is designated MDR. The east and north sides are bordered by Agricultural Estates (AE). The area surrounding the subject property consists primarily of single-family residential homes and larger agricultural uses to the northwest. Notable exceptions include hobby garages at the northeast corner of 1800 North and Tuweap Drive, and a mix of single-family and mobile homes to the southeast. Lot sizes in the immediate vicinity range from 6,000 square feet to several acres, with the majority between 7,000 and 8,000 square feet.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with a 6-0 unanimous vote.

Attachments



St.George

Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: CITY COUNCIL AGENDA REPORT:

02/10/2026
02/19/2026

Sullivan 1800 North GPA General Plan Amendment (Case No. 2025-GPA-022)	
Request:	Consider an ordinance changing the general plan future land-use map from AE (Agricultural Estates) to MDR (Medium Density Residential) on approximately 1.95 acres generally located at the northwest corner of 1800 North and 2100 West.
Applicant:	Bush and Gudgell, Inc.
Representative:	Bob Hermanson
Location:	The project is located at the northwest corner of 1800 North and 2100 West
Existing General Plan:	AE (Agricultural Estates)
Proposed General Plan:	MDR (Medium Density Residential)
Existing Zoning:	RE-20 (Residential Estates 20,000 square feet minimum lot size)
Land Area:	Approximately 1.95 acres



BACKGROUND:

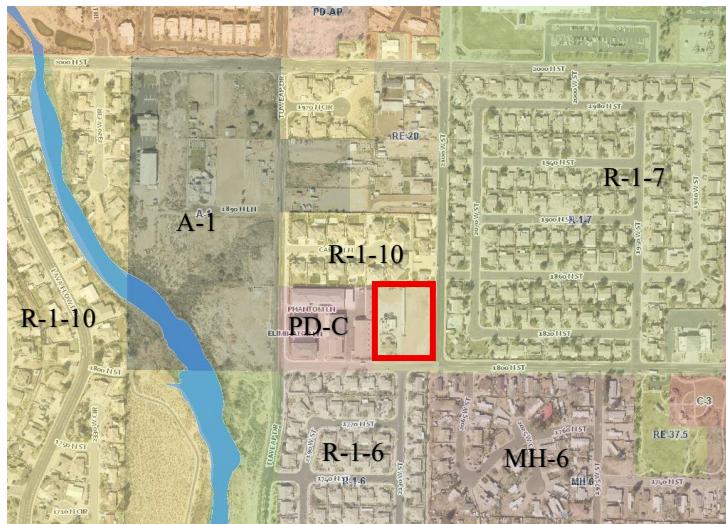
The Planning Commission held a public hearing on February 10, 2026, there were comments from the public concerned about turning agricultural into a higher density, worrying about privacy in the back yards close to this project, and traffic concerns.

The General Plan serves as a guide for land-use decisions and contains policies to direct the development of the City. Historically, this area was designated as Low Density Residential (LDR), which allows for up to 4 dwelling units per acre. In 2025, the City updated the General Plan and redesignated this area as Agricultural Estates (AE). While this designation still allows for up to 4 dwelling units per acre, it requires larger lots to maintain a rural and agricultural character, allowing animals by right.

The proposed change to Medium Density Residential (MDR) would increase the density to 5–9 dwelling units per acre. For context, the property to the east is designated LDR, while the area south of 1800 North is designated MDR. The east and north sides are bordered by Agricultural Estates (AE).



The area surrounding the subject property consists primarily of single-family residential homes and larger agricultural uses to the northwest. Notable exceptions include hobby garages at the northeast corner of 1800 North and Tuweap Drive, and a mix of single-family and mobile homes to the southeast. Lot sizes in the immediate vicinity range from 6,000 square feet to several acres, with the majority between 7,000 and 8,000 square feet.



RECOMMENDATION:

The Planning Commission forwarded a positive recommendation with a unanimous vote of 6-0.

ALTERNATIVES:

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:

“I move that we approve the Sullivan 1800 N General Plan Amendment, based on the findings listed in the staff report.”

FINDINGS FOR APPROVAL:

1. This 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 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



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

December 4, 2025

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

Re: Parcels SG-6-2-10-2326 and 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 Parcels SG-6-2-10-2326 and SG-6-2-10-2328 in St. George City. Currently, the parcels have an AE designation. The owner desires to have the entire parcel designated MDR for a small townhome development. This change will 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.

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

Bob Hermandson
President

Exhibit B
Presentation

**Sullivan 1800 North GPA
2025-GPA-022**

Location



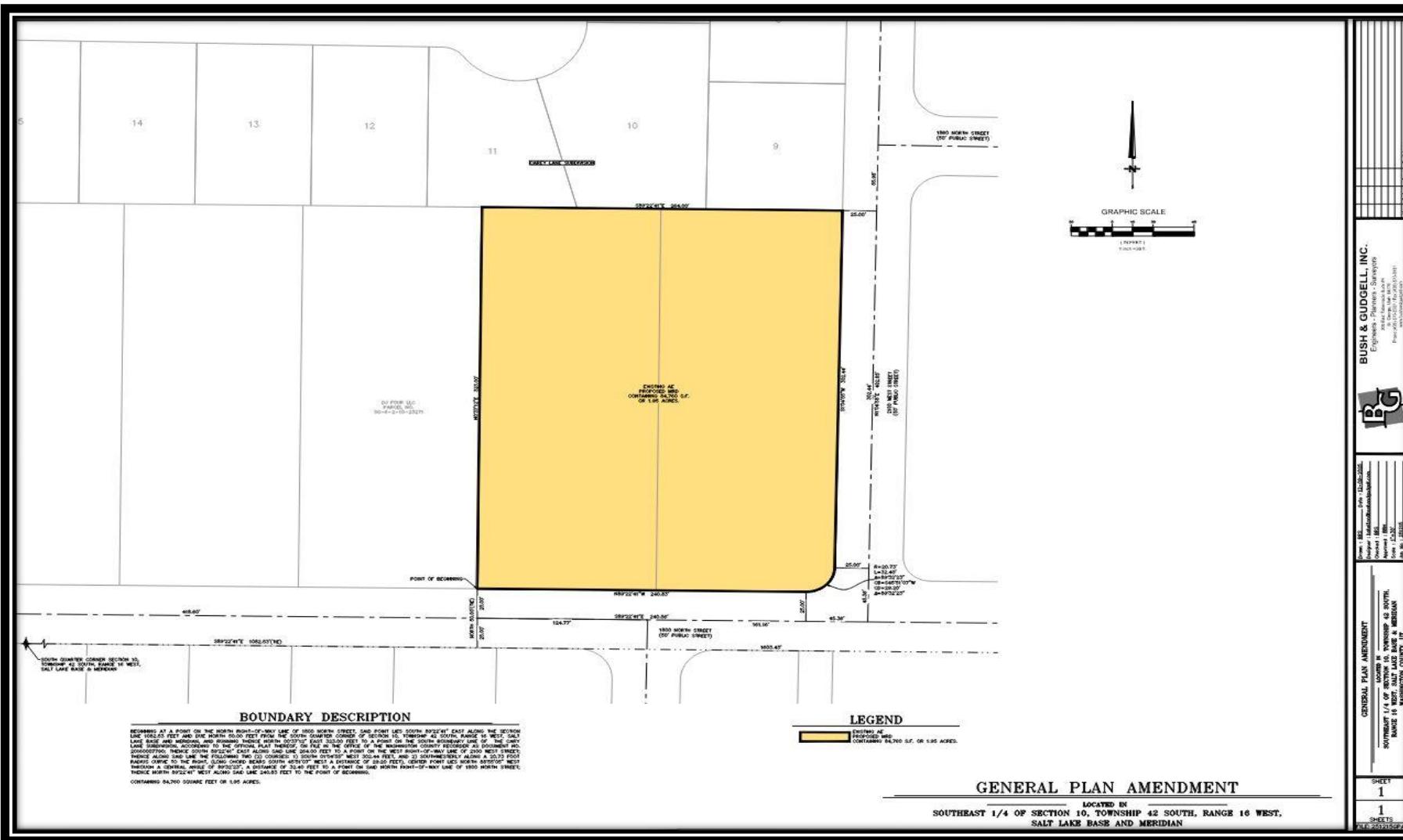
Zoning



Land Use



Property Exhibit



**The Planning Commission held
a public hearing on February
10, 2026, and forwarded a
positive recommendation with a
unanimous vote of 6-0.**



Brenda Hatch <brenda.hatch@sgcityutah.gov>

Comments to Case # 2025-GPA=022, Sullivan 1800 N GPA

1 message

[REDACTED]
To: brenda.hatch@sgcityutah.gov
Cc: bruce <[REDACTED]>, Julie Quinn <[REDACTED]>

Thu, Jan 22, 2026 at 12:22 PM

Brenda:

I received your notification letter about the variance requested by the developer.

I am OK with a variance if the new properties have a similar density and look of the surrounding neighborhoods. I am not in favor of higher density housing that potentially reduce our property values.

Best Regards,

Bruce Quinn
[REDACTED]

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM AE (AGRICULTURAL ESTATES) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 1.95 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF 1800 NORTH AND 2100 WEST FOR A PROJECT TO BE KNOWN AS SULLIVAN 1800 NORTH GPA.

(Sullivan 1800 North GPA)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from AE (Agricultural Estates) to MDR (Medium Density Residential) on approximately 1.95 acres generally located at the northwest 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 February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on February 10, 2026, and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of 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 MDR (Medium Density Residential) on approximately 1.95 acres generally located at the northwest 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 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

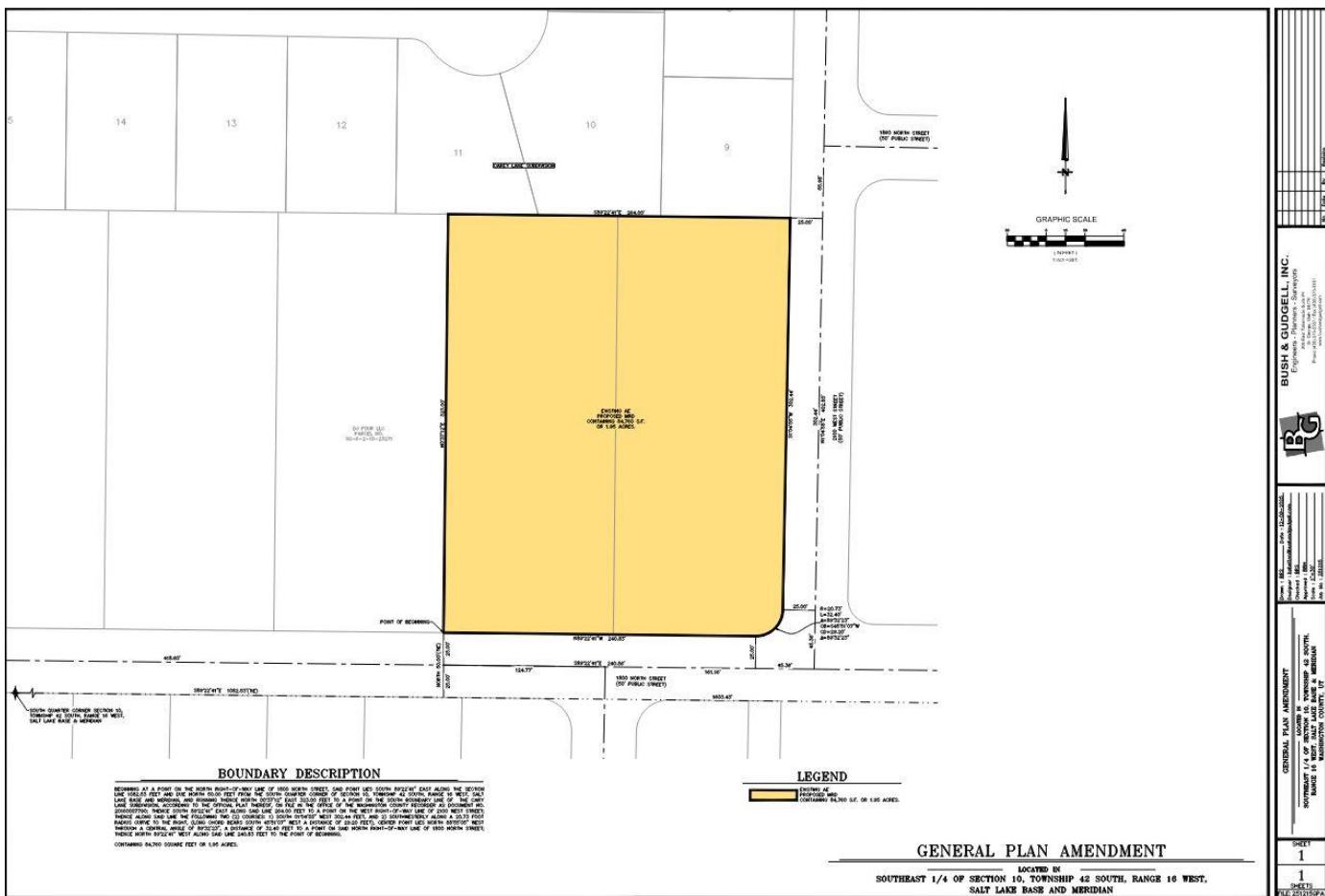
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A”

Location of General Plan Amendment for Sullivan 1800 North GPA





Agenda Date: 02/19/2026

Agenda Item Number: 13

Subject:

Consider approval of Ordinance No. 2026-014 amending the City's General Plan from AE (Agriculture Estates) to LDR (Low Density Residential) on approximately 11.97 acres generally located on the northwest corner of 2450 South and 3210 East. (Case No. 2026-GPA-018 - Sullivan General Plan)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermanson

Reference Number: 2026-GPA-018

Address/Location:

Generally located on the north-west corner of 2450 South and 3210 East

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

The applicant has submitted an application on behalf of the property owner to change the General Plan designation on the subject property. The Planning Commission held a public hearing on the request and is recommending approval with a 6-0 vote.

Staff Narrative (need/purpose):

Currently, the property is designated AE (Agricultural Estates). The AE category of the General Plan states that the Agricultural Estates are 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 would like to be able to transition from the large, one acre lots to the east of 3210 East to the commercial anticipated on the 3000 East and 2450 South corner. The LDR designation, though in the same density range, would allow for a little more flexibility transitioning between the two uses.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On January 13, 2026, the Planning Commission held a public hearing on the request and is recommending approval with a 6-0 vote and no conditions.

Attachments

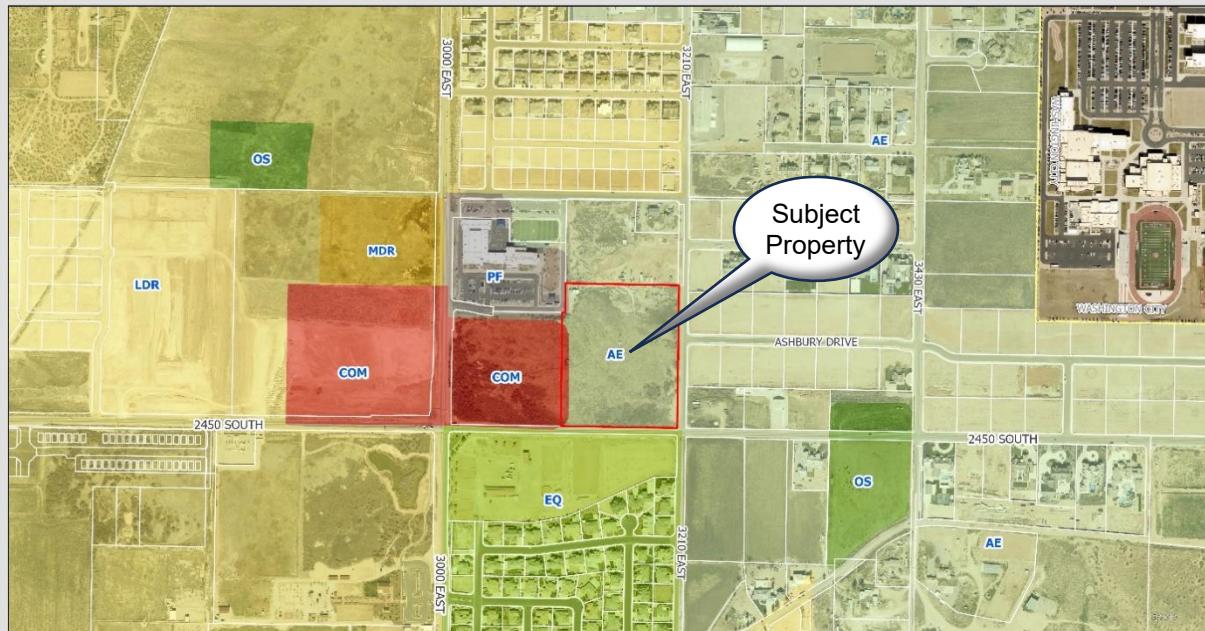


PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

01/13/2026

02/19/2026

SULLIVAN GENERAL PLAN AMENDMENT General Plan Amendment (Case No. 2025-GPA-018)	
Request:	Consider a change to the General Plan future land-use map from AE (Agricultural Estates) to LDR (Low Density Residential). The site is approximately 11.97 acres and generally located on north-west corner of 2450 South and 3210 East.
Applicant:	Bush & Gudgell
Representative:	Bob Hermanson
Location:	Generally located on the north-west corner of 2450 South and 3210 East
Existing General Plan:	AE (Agricultural Estates)
Proposed General Plan:	LDR (Low Density Residential)
Existing Zoning:	A-1 (Agricultural, one-acre minimum lot size)
Land Area:	Approximately 11.97 acres



SULLIVAN GENERAL PLAN AMENDMENT



0 295 590 1,180 1,770 2,360 Feet



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. Currently, the property is designated AE (Agricultural Estates). The AE category of the General Plan states that the Agricultural Estates are *“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 also owns the property to the west which has been designated as commercial for nearly 20 years. The applicant would like to be able to transition from the large, one acre lots to the east of 3210 East to the commercial anticipated on the 3000 East and 2450 South corner. The LDR designation, though in the same density range, would allow for a little more flexibility transitioning between the two uses. It should be recognized that the general plan designations are “bubbles” and may be stretched to a limited degree.

The property is currently zoned A-1 (Agricultural, one acre minimum). Changing the General plan is intended to pave the way for a future zone change. The subject property is easily recognized as the property with the radio towers on them. They have been there for many years and will be removed as this property is developed.

RECOMMENDATION:

Planning Commission held a public hearing on January 13, 2026. There were two comments from the public with questions about the process and what the different designations mean. After discussion, the Planning Commission recommended approval of the change with a 6-0 vote.

ALTERNATIVES:

1. Recommend approval of this General Plan Amendment.
2. Recommend denial of this General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:

“I move that we approve the Sullivan 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. That allowing slightly smaller lots with the same density as the property to the east will provide a good buffer between the larger lots and the commercial area to the west.
3. 3000 East has recently been improved, allowing greater movement of vehicles to and from the property.

Exhibit A
Applicant's Narrative



BUSH & GUDGELL, INC.
Engineers • Planners • Surveyors
205 East Tabernacle
St. George, Utah 84770
(435) 673-2337 (ph.)
(435) 673-3161 (fax)

December 4, 2025

RE: PD-C Use List Application

Dear Council / Commission members,

Please find this application for an amendment to the St. George City General Plan. The applicant desires to change the General Plan designation from AE to LDR. The property is on 2450 South and lies adjacent to the southeast corner of George Washington Academy. It is 11.72 acres in size. This change will provide an appropriate transition from the larger one-acre lots on the east to the commercial designation on the west.

Your consideration of this request is greatly appreciated.

Respectfully Submitted:

Bob Hermanson
President
Bush and Gudgell

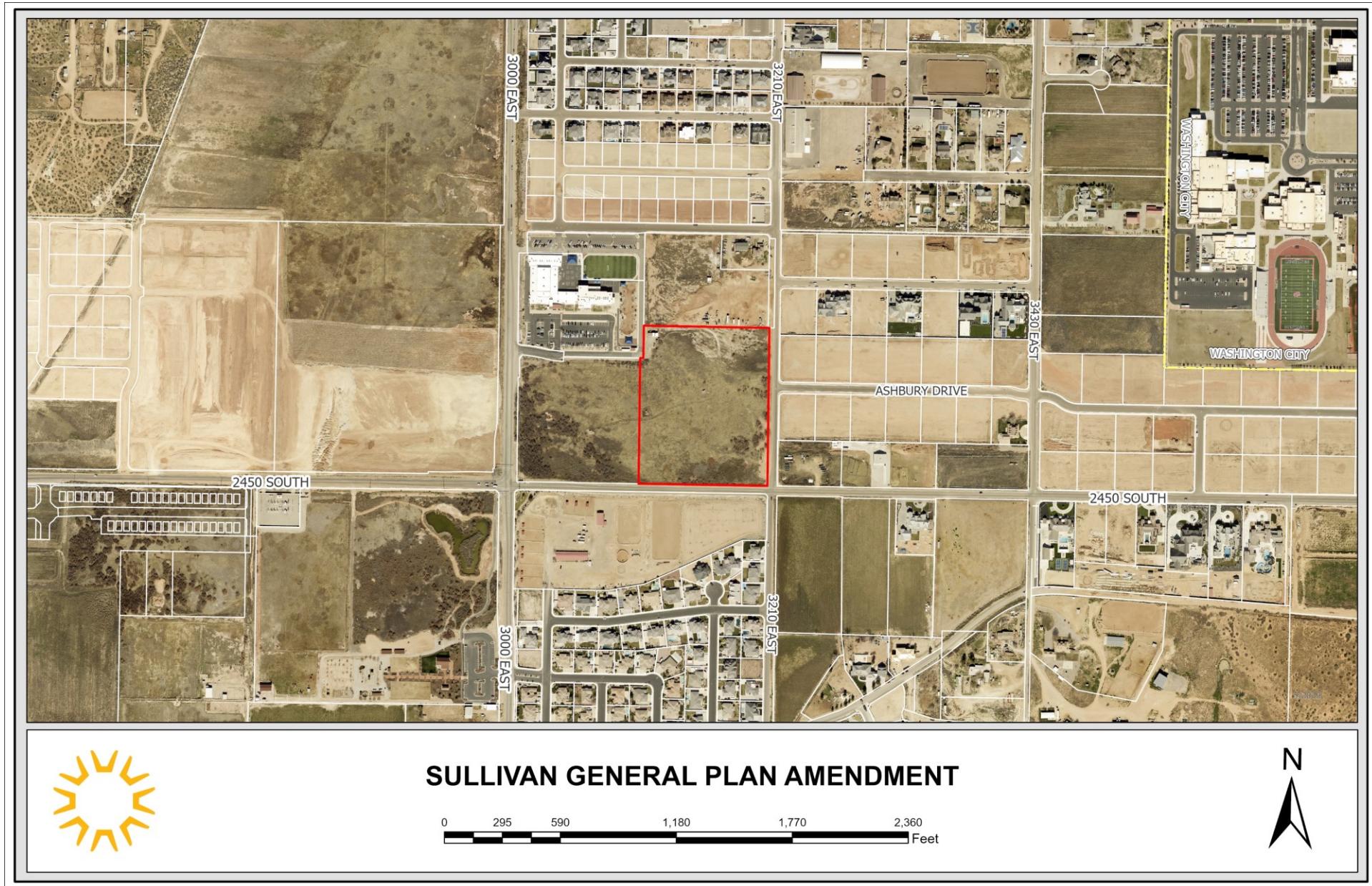
Exhibit B
PowerPoint Presentation



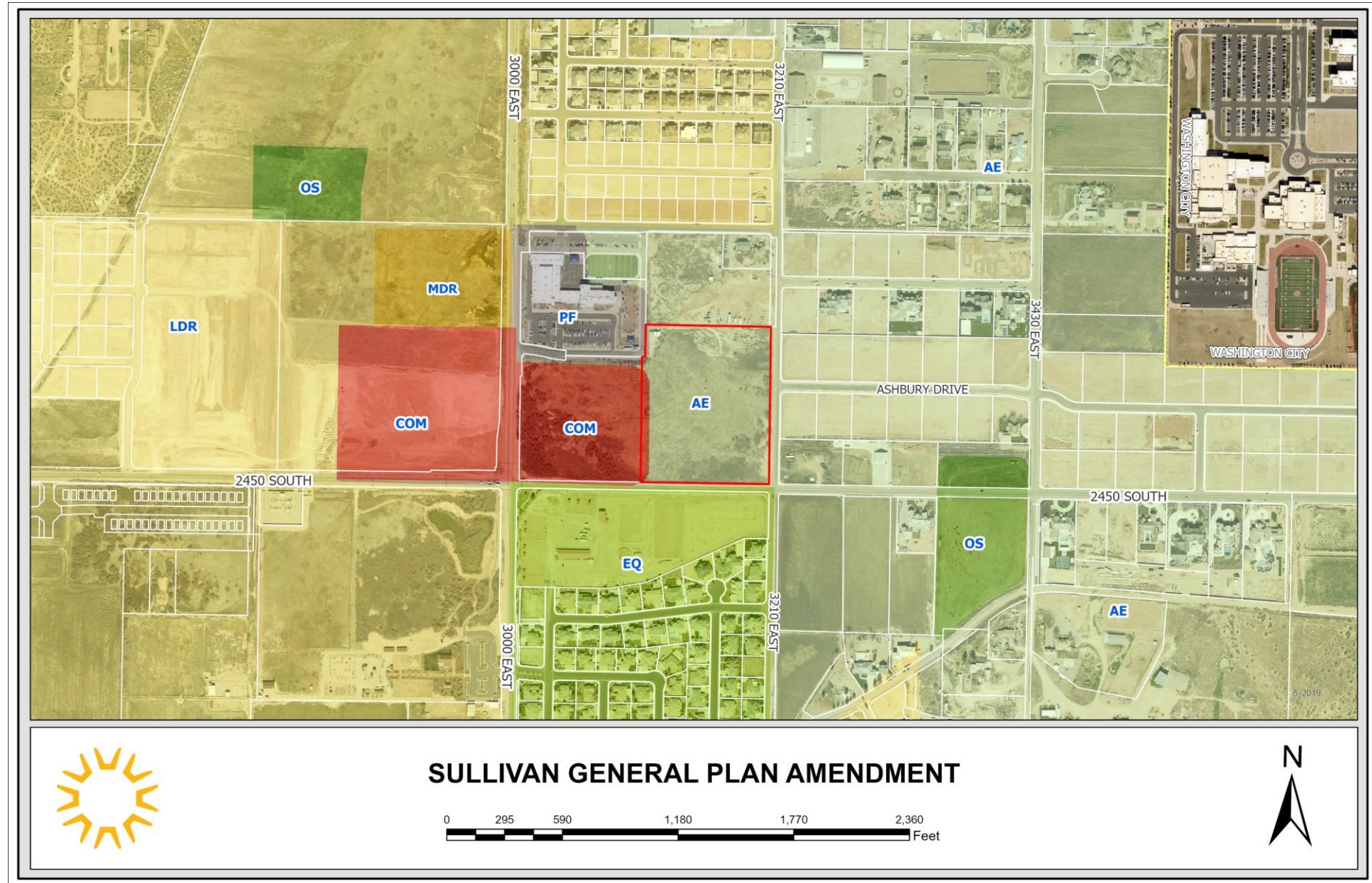
Sullivan General Plan Amendment

2025-GPA-018

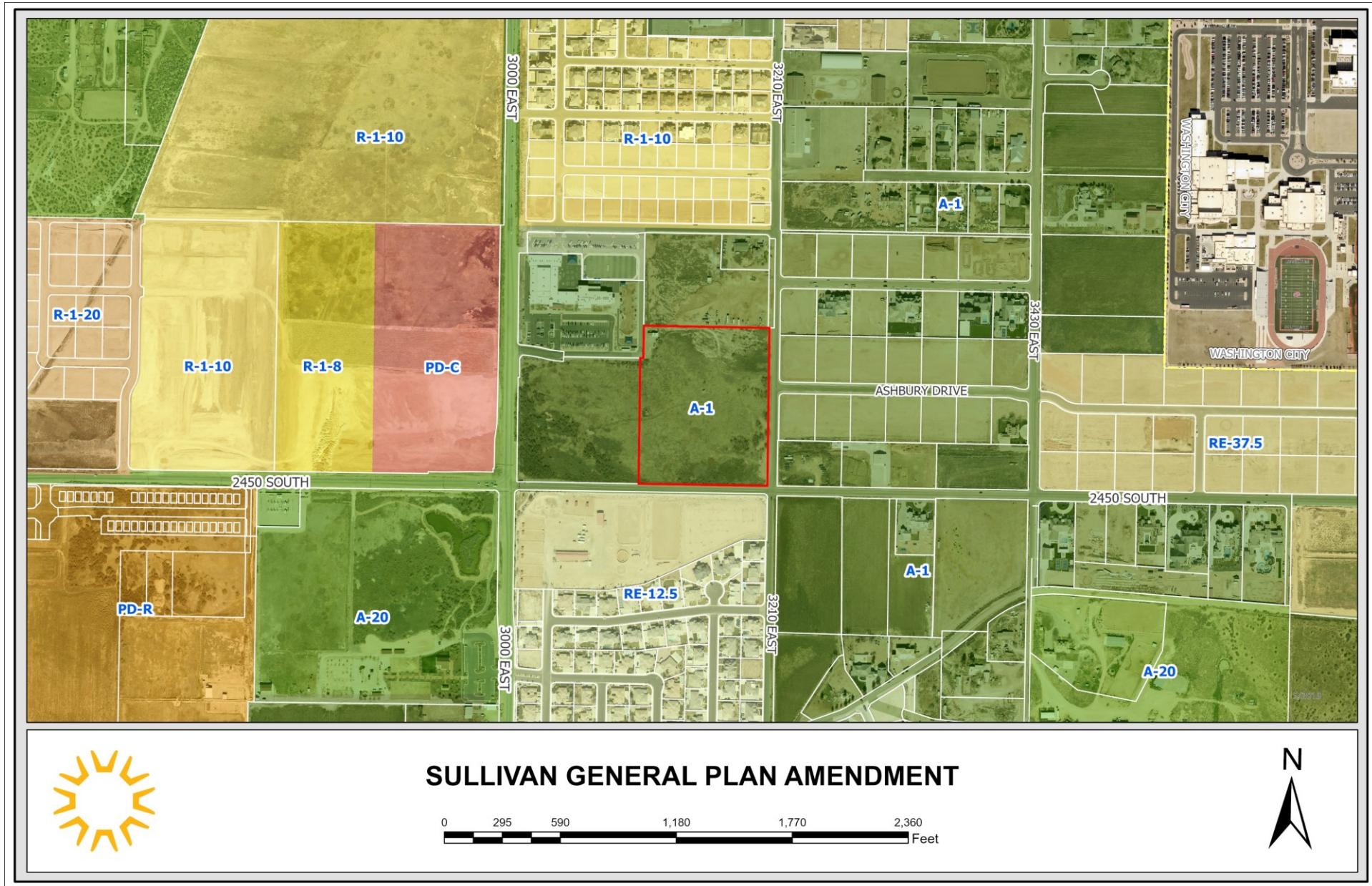
Aerial Map



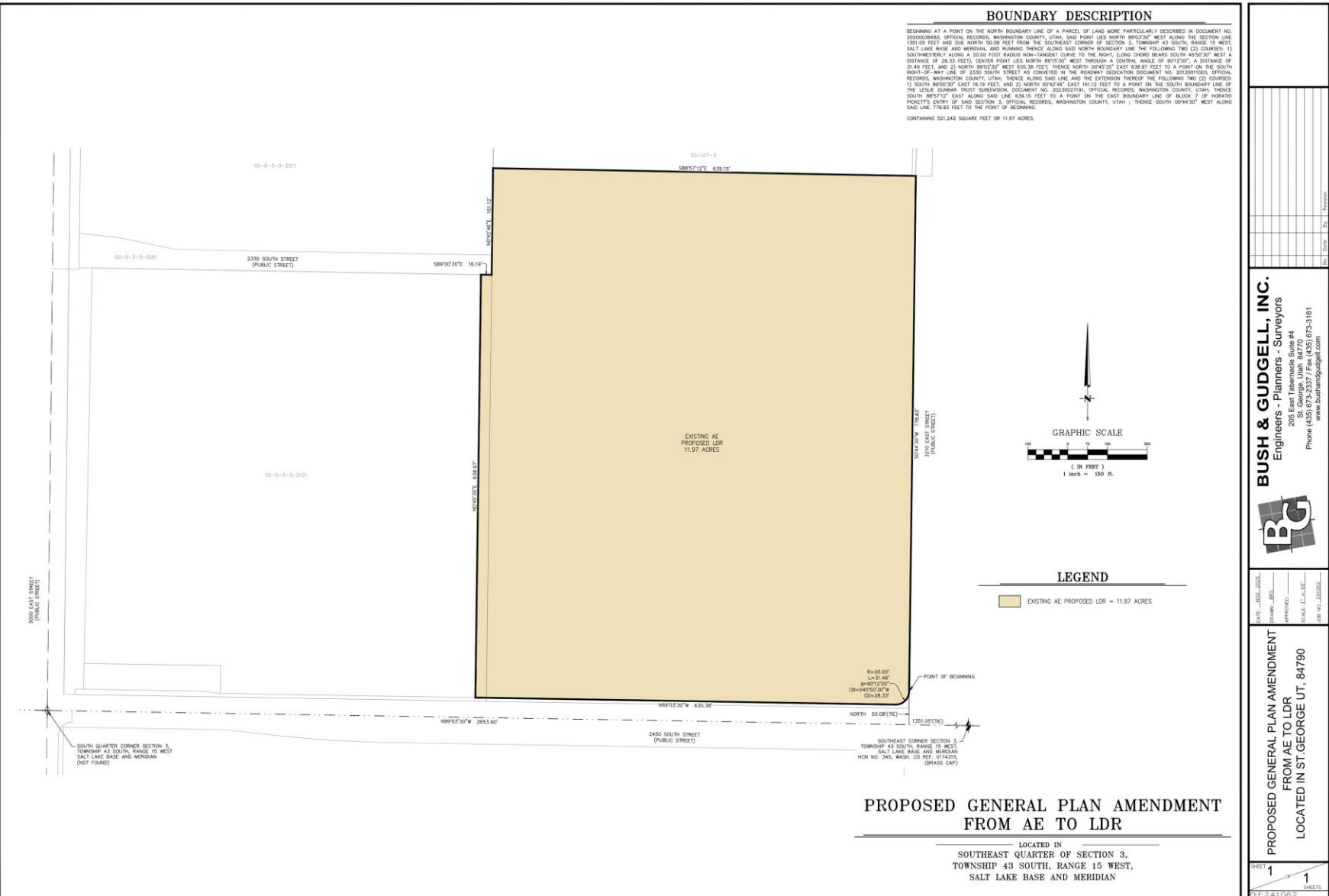
Land Use Map



Zoning Map



Boundary Map



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM AE (AGRICULTURAL ESTATES) TO LDR (LOW DENSITY RESIDENTIAL) ON APPROXIMATELY 11.97 ACRES GENERALLY LOCATED ON THE NORTH-WEST CORNER OF 2450 SOUTH AND 3210 EAST FOR A PROJECT TO BE KNOWN AS SULLIVAN GENERAL PLAN AMENDMENT.

(Sullivan GPA)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from AE (Agricultural Estates) to LDR (Low Density Residential) on approximately 11.97 acres generally located on the north-west corner of 2450 South and 3210 East; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on January 13, 2026, and recommended approval of the General Plan amendment with a 6-0 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 AE (Agricultural Estates) to LDR (Low Density Residential) on approximately 11.97 acres generally located on the north-west corner of 2450 South and 3210 East 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 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

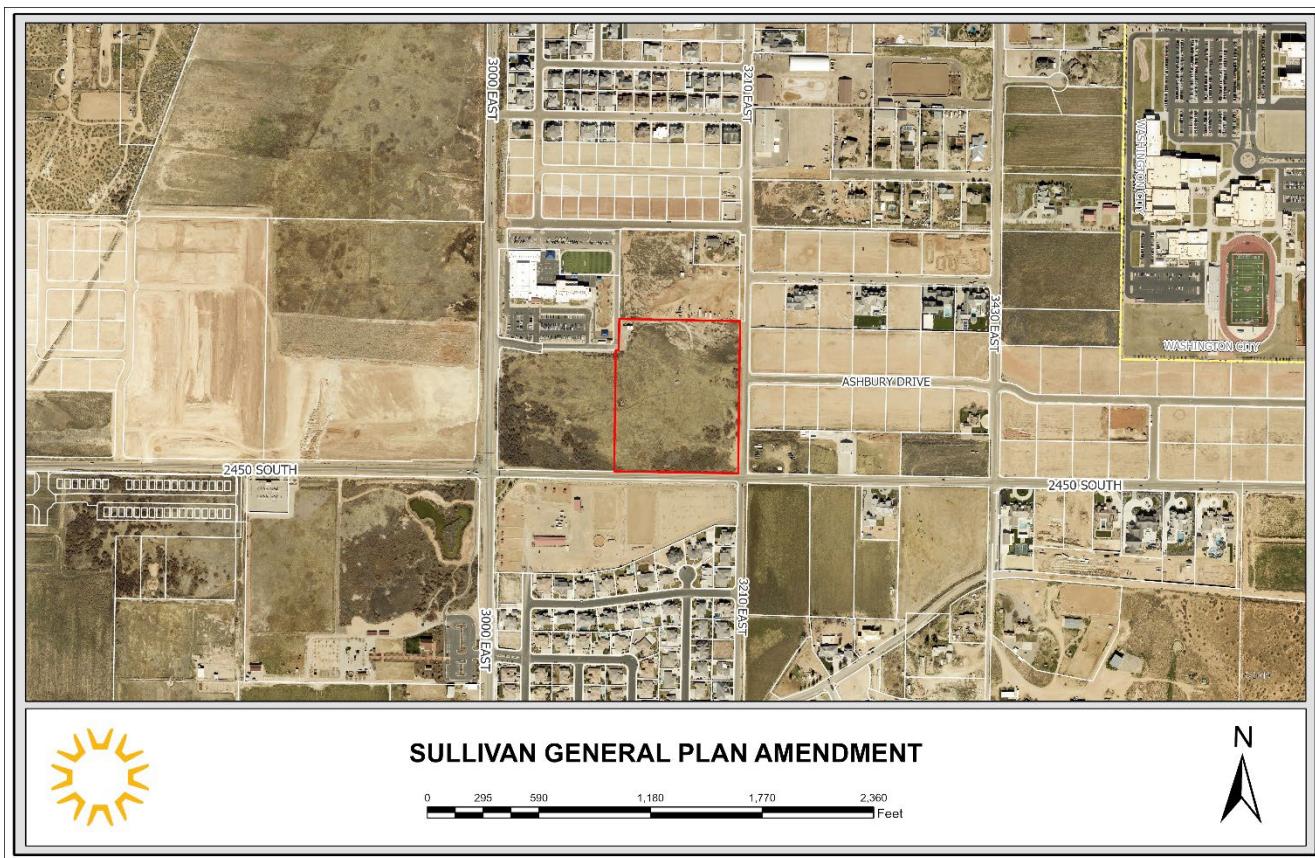
Exhibit "A"

Location of Sullivan General Plan Amendment

LEGAL DESCRIPTION

Beginning at a point on the north boundary line of a parcel of land more particularly described in Document No. 20200036683, Official Records, Washington County, Utah, said point lies North 89°03'30" West along the section line 1351.05 feet and due North 50.08 feet from the Southeast Corner of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence along said north boundary line the following two (2) courses: 1) southwesterly along a 20.00 foot radius non-tangent curve to the right, (long chord bears South 45°50'30" West a distance of 28.33 feet), center point lies North 89°15'30" West through a central angle of 90°12'00", a distance of 31.49 feet, and 2) North 89°03'30" West 635.38 feet; thence North 00°45'35" East 638.97 feet to a point on the south right-of-way line of 2330 South Street as conveyed in the Roadway Dedication Document No. 20120011003, Official Records, Washington County, Utah; thence along said line and the extension thereof the following two (2) courses: 1) South 89°00'30" East 16.19 feet, and 2) North 00°42'46" East 161.12 feet to a point on the south boundary line of the Leslie Dunbar Trust Subdivision, Document No. 20230027191, Official Records, Washington County, Utah; thence South 88°57'12" East along said line 639.15 feet to a point on the East boundary line of Block 7 of Horatio Pickett's Entry of said section 3, Official Records, Washington County, Utah ; thence South 00°44'30" West along said line 778.83 feet to the point of beginning.

Containing 521,242 square feet or 11.97 acres.





Agenda Date: 02/19/2026

Agenda Item Number: 14

Subject:

Consider approval of Ordinance No. 2026-015 amending the City Zoning Map by changing the zone from A-1 (Agricultural) to PD-C (Planned Development Commercial) on approximately 8.46 acres located on the northeast corner of 2450 South and 3000 East. (Case No. 2025-ZC-023 - Sullivan PD-C 2450 South)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermanson

Reference Number: 2025-ZC-023

Address/Location:

Generally located on the north-east corner of 2450 South and 3000 East

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

The proposal is to change the zoning to PD-C (Planned Development Commercial) with a use list. This is a request for an initial zone change establishing the zoning and use list on the property only. The underlying general plan is COM (Commercial). At their meeting held on January 13, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0, and with a condition. There was one public comment.

Staff Narrative (need/purpose):

The property, which is 8.46 acres total, is currently zoned A-1 (Agriculture, one acre minimum lot size. This application is to change the zone to PD-C (Planned Development Commercial) for development in the future with the Commercial designation. This zone request is consistent with the Commercial Land Use designation of COM (Commercial).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At their meeting held on January 13, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0, and with the following condition:1.The applicant will need to submit a fully designed site plan for a PD amendment and comply with all the requirements of the PD-C zoning code prior to site plan approval. There was one public comment concerned about not knowing what would be on the site in the future.

Attachments



PLANNING COMMISSION AGENDA REPORT: 01/13/2026
CITY COUNCIL AGENDA REPORT: 02/19/2026

Sullivan PD-C 2450 South Zone Change Zone Change (Case No. 2025-ZC-023)

Request:	Consider a request to change the City Zoning Map from A-1 (Agriculture, one-acre minimum lot size) to PD-C (Planned Development Commercial) with a proposed use list on approximately 8.46 acres.	
Applicant:	Bush & Gudgell, Inc	
Representative:	Bob Hermandson	
Location:	North-East corner of 2450 South and 3000 East	
General Plan:	COM (Commercial)	
Existing Zoning:	A-1 (Agriculture, one-acre minimum lot size)	
Surrounding Zoning:	North	A-1 (Agriculture, one-acre minimum lot size)
	South	RE-12.5 (Residential Estates, 12,500 ft ² minimum lot size)
	East	A-1 (Agriculture, one-acre minimum lot size)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 8.46 acres	



SULLIVAN ZONE CHANGE

0 295 590 1,180 1,770 2,360 Feet



BACKGROUND:

In 2008, the Land Use map of the General Plan was changed to a commercial designation on the subject property. The property has remained with that designation since that time. The idea behind that designation is to bring commercial uses closer to the neighborhoods thus reducing the number and length of trips closer to town. Improvements to both 2450 South and 3000 East have recently been completed helping to facilitate movement to and around the subject property.

In July of 2025, the property across the 3000 East right-of-way, known as the District at Old Farm commercial zoning with a use list was approved. They do not have a specific site plan approved but will bring that forward in the form of a PD amendment in the future. The owner of the subject property is asking for the same consideration.

The property, which is 8.46 acres total, is currently zoned A-1 (Agriculture, one acre minimum lot size. This application is to change the zone to PD-C (Planned Development Commercial) for development in the future with the Commercial designation. This zone request is consistent with the Commercial Land Use designation.

The applicant, in compliance with city code, is proposing a use list to accompany the request. The applicant reviewed the C-2 and C-3 zones, and handpicked various uses that they felt would be harmonious with the neighborhood and their vision for the site as allowed by city code. The proposed use list is attached to this staff report. They have also submitted a very basic conceptual site plan to

ZONE CHANGE RECOMMENDATION:

Planning Commission held a public hearing on January 13, 2026. There was a comment made by a neighboring resident concerned about not knowing what may end up on the property. The Planning Commission ultimately made a recommendation for approval of the zone change along with the proposed use list with the following condition:

1. The applicant will need to submit a fully designed site plan for a PD amendment and comply with all the requirements of the PD-C zoning code prior to site plan approval.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions or changes.
3. Deny the application.
4. Continue the proposed zone change to a later date.

POSSIBLE MOTION:

“I move that we approve the Sullivan PD-C 2450 South zone change, as presented by the application (and as modified by the following...).”

FINDINGS FOR APPROVAL:

1. The proposed zoning is consistent with the general plan designation 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.
3. That a Planned Development Amendment will be required prior to approval of any site plans or building permits.

CC 2025-ZC-023
Sullivan PD-C 2450 South
Zoning Map Amendment

**EXHIBIT A
APPLICANT NARRATIVE**



BUSH & GUDGELL, INC.
Engineers • Planners • Surveyors
205 East Tabernacle
St. George, Utah 84770
(435) 673-2337 (ph.)
(435) 673-3161 (fax)

November 21, 2025

RE: PD-C Use List Application

Dear Council / Commission members,

Please find this application for a Zone Change to Planned Development (Use List Only) application. The applicant desires to commercially develop approximately **13.62** acres on the east side of 3000 East and north side of 2450 South. The current General Plan designation for this area is COM. The current zoning designation is A-1. The desired new designation is PUD-C. This site is on the west portion of Parcel no. W-5-3-3-212. Your consideration of this request is greatly appreciated.

Respectfully Submitted:

Bob Hermanson
President
Bush and Gudgell

CC 2025-ZC-023
Sullivan PD-C 2450 South
Zoning Map Amendment

EXHIBIT B
PROPOSED USE LIST

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title in the St. George City Code.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses	
	PD-C
Alcohol establishments, including the following:	
Off-premises beer retailer	P
Ambulance service	P
Amusement centers (with no water activity)	
Indoor	P
Outdoor	C
Amusement centers (with water activity)	PS
Animal services, including the following:	
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)	PS
Automobile and vehicle services, limited to the following uses:	
Automobiles and other similar vehicle sales lots	PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building	P
Automobile rental (vehicles up to 26' in length)	P

Allowed Uses

	PD-C
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)	P
Tire sales and service; provided, conducted within completely enclosed building	P
Financial, medical and professional services	P
Food service establishments, including the following and similar uses:	
Catering establishment	P
Restaurant	P
Lodging, temporary, limited to the following uses:	
Bed and breakfast	P
Hospitals	
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Mental health treatment center, with overnight stay	C
Nursing home	
Office	
Religious facility	
Residential, limited to the following use:	
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)	
Retail shops:	
Antique store	P
Athletic and sporting goods store	P

Allowed Uses

	PD-C
Department store	P
Drive-through sales (pharmacy, dairy products, etc.)	P
Furniture and large appliances sales (used)	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Pawnshop	P
Seed and feed store, retail	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Payday lending/title loans	P
Retail sale of goods with some operations outdoors, limited to the following uses:	
Building materials sales	P
Convenience markets with gas pumps/gas station	P
Farm implement sales (outdoor display)	P
Fence, sales and service	P
Garden supplies and plant material sales	P
Greenhouse and nursery; soil and lawn service	P
Service businesses, limited to the following uses:	
Body piercing, ancillary to a permitted use	P
Carpet and rug cleaning	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS

Allowed Uses

	PD-C
Communication transmission facilities, including wireless, primary, height over 50'	C
Construction trade services, plumbing shop, electrical shop, etc.	P
Crematorium, independent human	P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Mortuary	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pest control and extermination	P
Pet grooming	P
Printing, lithographing, publishing or reproduction sales and service	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
RV storage	PS
Tattoo establishment	P
Taxidermist	PS
Transportation, limited to the following uses:	
Bus terminal	P
Taxi/shuttle	P

Allowed Uses	
PD-C	
Government, public services and facilities, limited to the following uses:	
City, all facilities	P
Public utility facilities, primary	PS

CC 2025-ZC-023
Sullivan PD-C 2450 South
Zoning Map Amendment

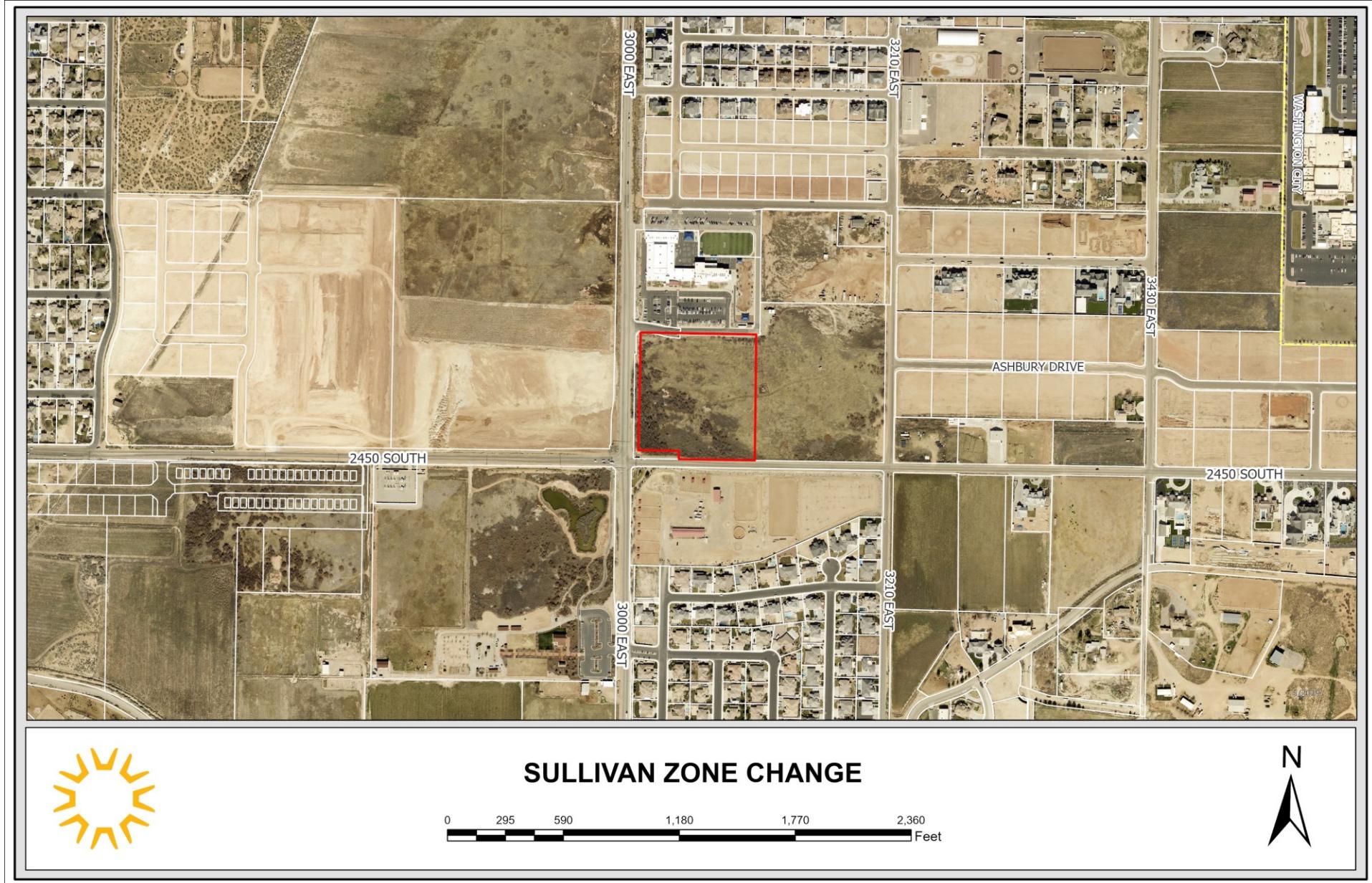
EXHIBIT C
POWERPOINT PRESENTATION

Sullivan PD-C 2450 South Zoning Map Amendment

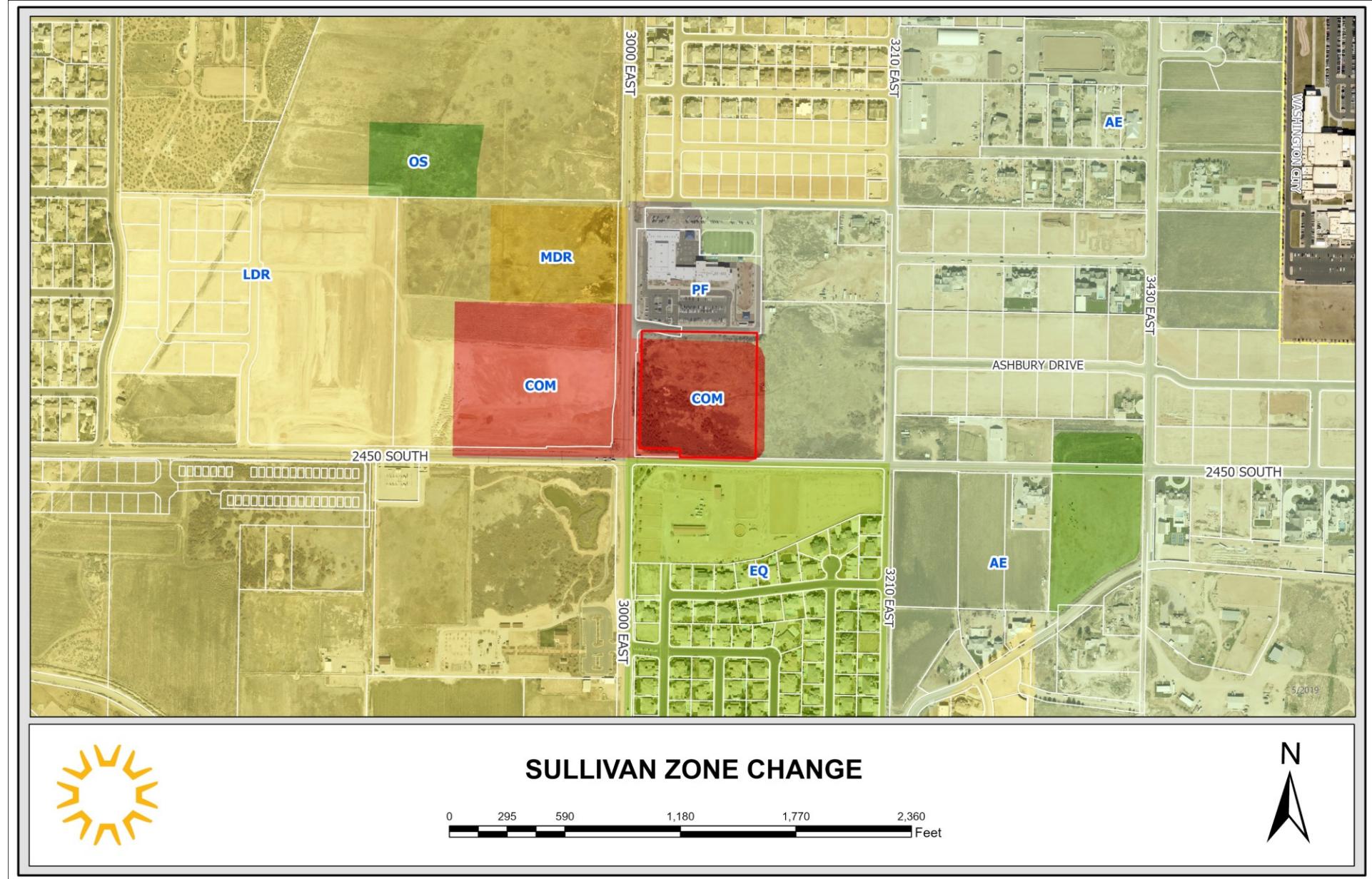
2025-ZC-023



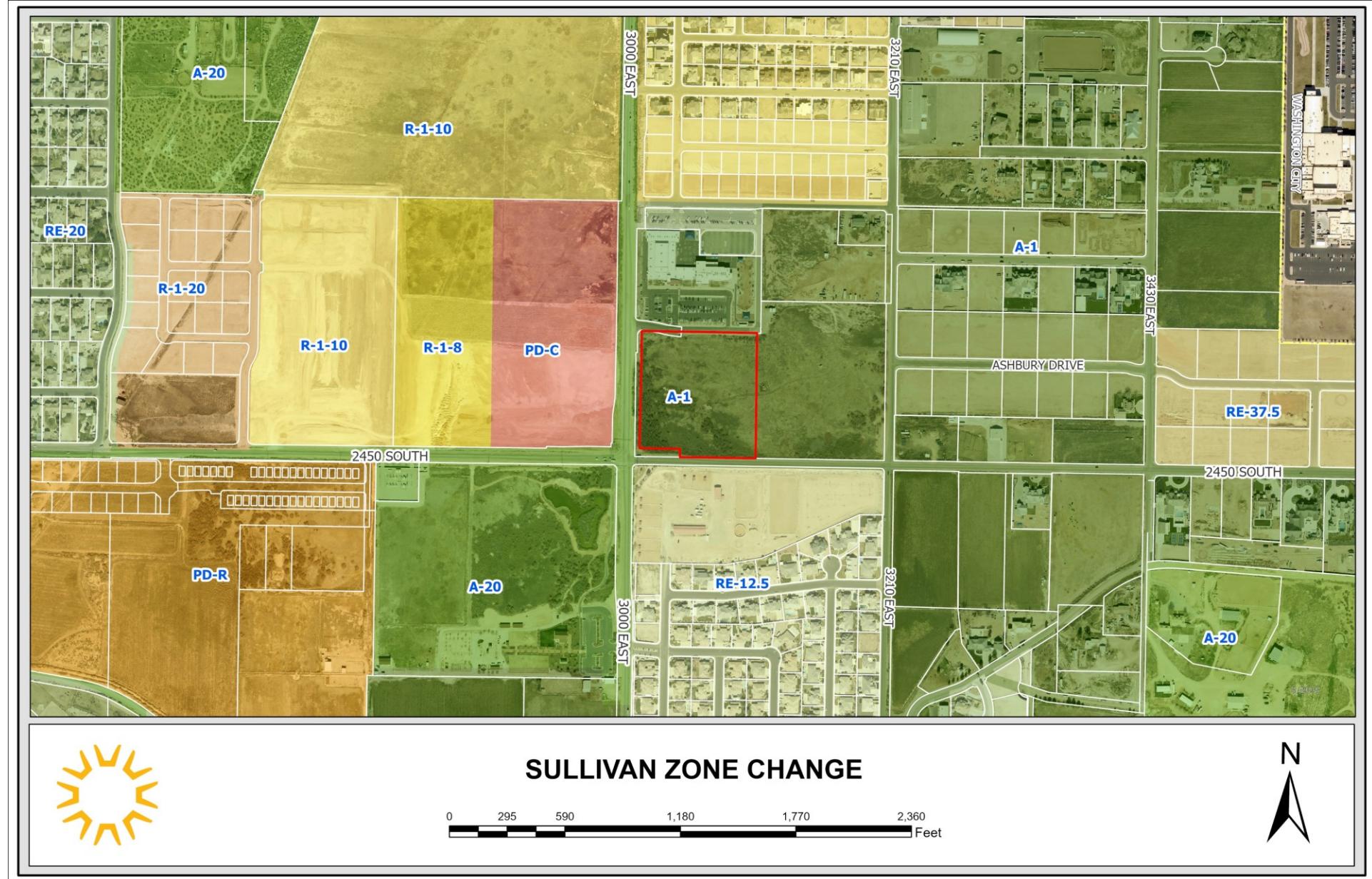
Aerial Map



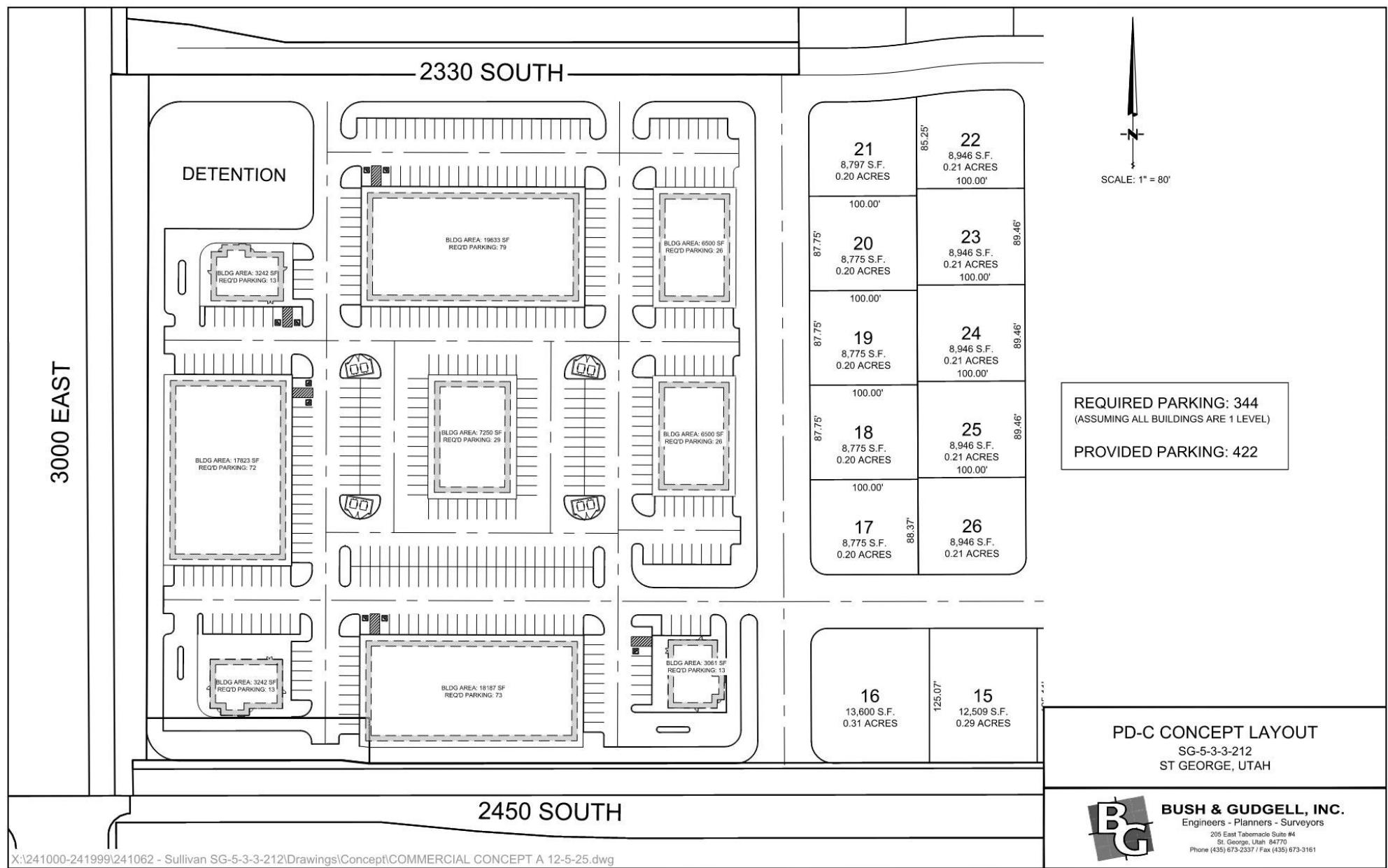
Land Use Map



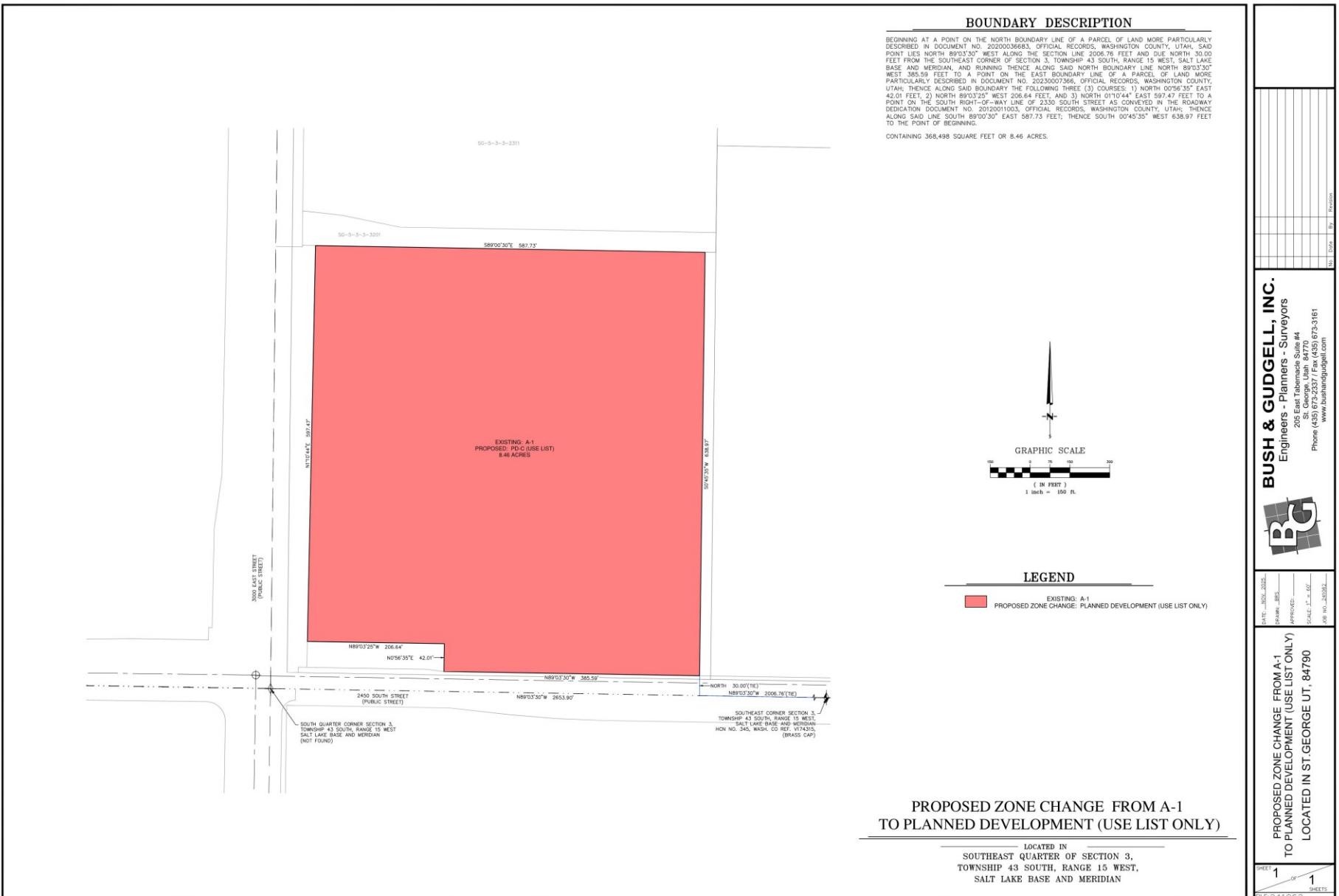
Zoning Map



Concept Plan



Property Survey



Proposed Uses

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title in the St. George City Code.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses		PD-C
Alcohol establishments, including the following:		
Off-premises beer retailer		P
Ambulance service		
Amusement centers (with no water activity)		
Indoor		P
Outdoor		C
Amusement centers (with water activity)		
Animal services, including the following:		
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building		P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS
Automobile and vehicle services, limited to the following uses:		
Automobiles and other similar vehicle sales lots		PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building		P
Automobile rental (vehicles up to 26' in length)		P

Allowed Uses

PD-C
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)
Tire sales and service; provided, conducted within completely enclosed building
Financial, medical and professional services
Food service establishments, including the following and similar uses:
Catering establishment
Restaurant
Lodging, temporary, limited to the following uses:
Bed and breakfast
Hospitals
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)
Mental health treatment center, with overnight stay
Nursing home
Office
Religious facility
Residential, limited to the following use:
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people
Large floor area building or site (20,000 sf or more ground floor aggregate)
Retail shops:
Antique store
Athletic and sporting goods store

Proposed Uses

Allowed Uses		PD-C
Departmentstore		P
Drive-through sales (pharmacy, dairy products, etc.)		P
Furniture and large appliances sales (used)		P
Furniture sales (new) and repair		P
Household appliance sales and service		P
Office supply, office machines sales and service		P
Paint or wallpaper store		P
Pawnshop		P
Seed and feed store, retail		P
Supermarket/grocery store		P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P
Vegetable stand		P
Payday lending/title loans		P
Retail sale of goods with some operations outdoors, limited to the following uses:		
Building materials sales		P
Convenience markets with gas pumps/gas station		P
Farm implement sales (outdoor display)		P
Fence, sales and service		P
Garden supplies and plant material sales		P
Greenhouse and nursery; soil and lawn service		P
Service businesses, limited to the following uses:		
Body piercing, ancillary to a permitted use		P
Carpet and rug cleaning		P
Child care center		P
Communication transmission facilities, including wireless, primary		PS

Allowed Uses		PD-C
Communication transmission facilities, including wireless, primary, height over 50'		C
Construction trade services, plumbing shop, electrical shop, etc.		P
Crematorium, independent human		P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P
Gunsmith		P
Janitor service and supply		P
Locksmith		P
Mortuary		P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations		P
Personal care service		P
Personal instruction service		P
Pest control and extermination		P
Pet grooming		P
Printing, lithographing, publishing or reproduction sales and service		P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P
RV storage		PS
Tattoo establishment		P
Taxidermist		PS
Transportation, limited to the following uses:		
Bus terminal		P
Taxi/shuttle		P

Allowed Uses		PD-C
Government, public services and facilities, limited to the following uses:		
City, all facilities		P
Public utility facilities, primary		PS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM A-1 (AGRICULTURAL) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 8.46 ACRES GENERALLY LOCATED ON THE NORTH-EAST CORNER OF 2450 SOUTH AND 3000 EAST FOR THE PURPOSE OF ZONING THE PROPERTY TO PD-C AND ESTABLISHING A USE LIST FOR A FUTURE COMMERCIAL DEVELOPMENT ON THE PROPERTY. CASE NO. 2025-ZC-023

(SULLIVAN PD-C)

WHEREAS, the property owner has requested a zone change from A-1 (Agriculture, one-acre minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.46 acres located on the north-east corner of 2450 South and 3000 East for the purpose of establishing a use list for future commercial development; and

WHEREAS, the City Council held a public meeting on this request on February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on January 13, 2026, and recommended approval with a 6-0 vote with the following condition:

1. The applicant will need to submit a fully designed site plan for a PD amendment and comply with all the requirements of the PD-C zoning code prior to site plan approval.

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 A-1 (Agriculture, one-acre minimum lot size) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A," the parcel exhibit, incorporated herein as Exhibit "B" and the use list, incorporated herein as Exhibit "C". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 19th day of February 2026.

ST. GEORGE CITY:

Jimmie B. Hughes, Mayor

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” – Legal Description

Sullivan PD-C Legal Description

Beginning at a point on the north boundary line of a parcel of land more particularly described in Document No. 20200036683, Official Records, Washington County, Utah, said point lies North 89°03'30" West along the section line 2006.76 feet and due North 30.00 feet from the Southeast Corner of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence along said north boundary line North 89°03'30" West 385.59 feet to a point on the east boundary line of a parcel of land more particularly described in Document No. 20230007366, Official Records, Washington County, Utah; thence along said boundary the following three (3) courses: 1) North 00°56'35" East 42.01 feet, 2) North 89°03'25" West 206.64 feet, and 3) North 01°10'44" East 597.47 feet to a point on the south right-of-way line of 2330 South Street as conveyed in the Roadway Dedication Document No. 20120011003, Official Records, Washington County, Utah; thence along said line South 89°00'30" East 587.73 feet; thence South 00°45'35" West 638.97 feet to the point of beginning.

Containing 368,498 square feet or 8.46 acres.

Exhibit "B" – Parcel Exhibit

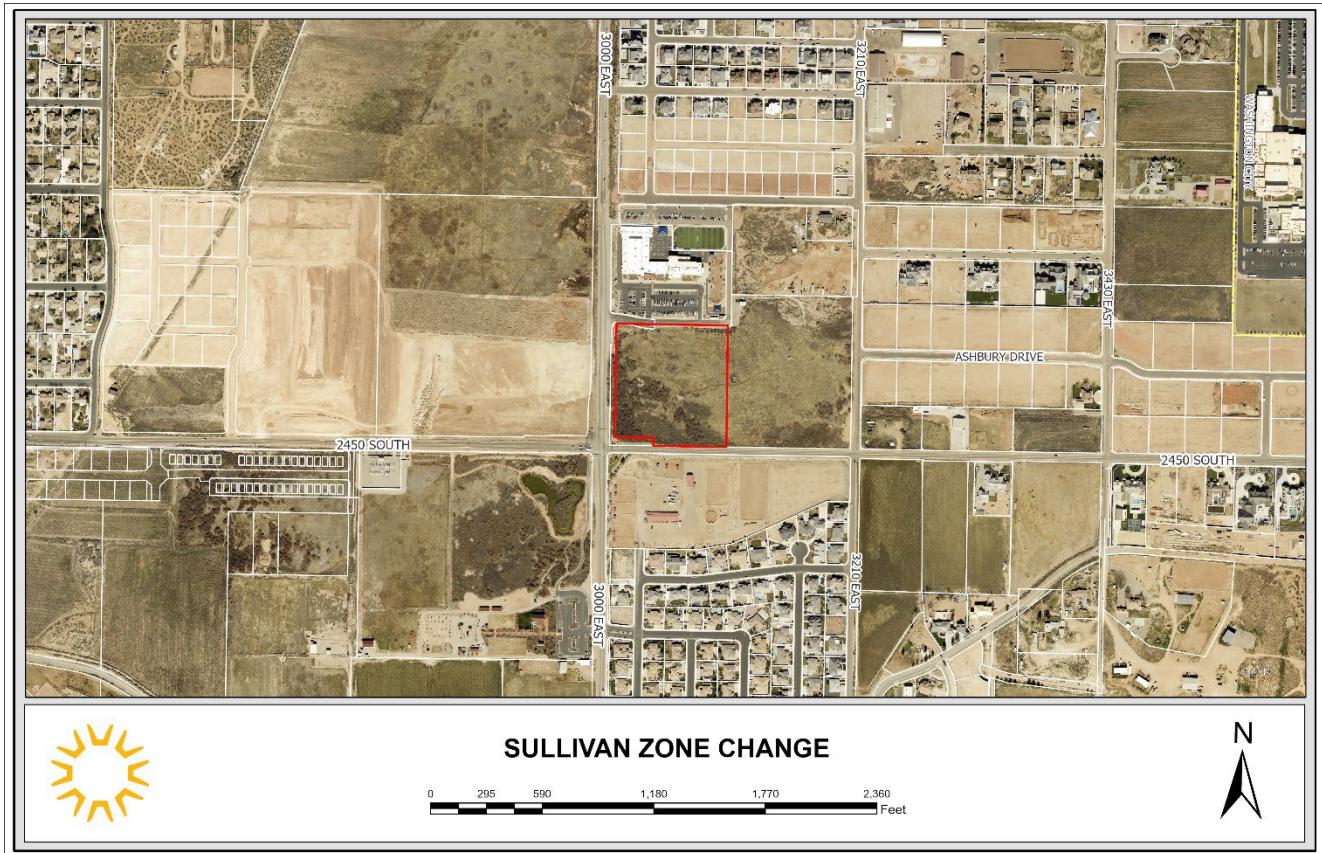


Exhibit “C” – Use List

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title in the St. George City Code.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses	PD-C
Alcohol establishments, including the following:	
Off-premises beer retailer	P
Ambulance service	P
Amusement centers (with no water activity)	
Indoor	P
Outdoor	C
Amusement centers (with water activity)	PS
Animal services, including the following:	
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)	PS
Automobile and vehicle services, limited to the following uses:	
Automobiles and other similar vehicle sales lots	PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building	P
Automobile rental (vehicles up to 26' in length)	P

Allowed Uses	
	PD-C
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)	P
Tire sales and service; provided, conducted within completely enclosed building	P
Financial, medical and professional services	P
Food service establishments, including the following and similar uses:	
Catering establishment	P
Restaurant	P
Lodging, temporary, limited to the following uses:	
Bed and breakfast	P
Hospitals	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Mental health treatment center, with overnight stay	C
Nursing home	P
Office	P
Religious facility	P
Residential, limited to the following use:	
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)	C
Retail shops:	
Antique store	P
Athletic and sporting goods store	P

Allowed Uses	
	PD-C
Department store	P
Drive-through sales (pharmacy, dairy products, etc.)	P
Furniture and large appliances sales (used)	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Pawnshop	P
Seed and feed store, retail	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Payday lending/title loans	P
Retail sale of goods with some operations outdoors, limited to the following uses:	
Building materials sales	P
Convenience markets with gas pumps/gas station	P
Farm implement sales (outdoor display)	P
Fence, sales and service	P
Garden supplies and plant material sales	P
Greenhouse and nursery; soil and lawn service	P
Service businesses, limited to the following uses:	
Body piercing, ancillary to a permitted use	P
Carpet and rug cleaning	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS

Allowed Uses	PD-C
Communication transmission facilities, including wireless, primary, height over 50'	C
Construction trade services, plumbing shop, electrical shop, etc.	P
Crematorium, independent human	P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Mortuary	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pest control and extermination	P
Pet grooming	P
Printing, lithographing, publishing or reproduction sales and service	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
RV storage	PS
Tattoo establishment	P
Taxidermist	PS
Transportation, limited to the following uses:	
Bus terminal	P
Taxi/shuttle	P

Allowed Uses	
	PD-C
Government, public services and facilities, limited to the following uses:	
City, all facilities	P
Public utility facilities, primary	PS



Agenda Date: 02/19/2026

Agenda Item Number: 15

Subject:

Consider approval of Ordinance No. 2026-016 amending the Desert Color Planned Development Commercial zone on approximately 0.65 acres located east of Desert Color Parkway, between Southern Parkway and Black Mountain Drive. (Case No. 2026-PDA-001 - Dutch Bros Desert Color)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermanson, Bush & Gudgell, Inc.

Reference Number: 2026-PDA-001

Address/Location:

Located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive

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

The proposal is for a coffee shop. The underlying general plan is PD (Planned Development). At their meeting held on February 10, 2026, the Planning Commission held a public hearing, and recommend approval with a single condition, with a vote of 6-0; there were no public comments.

Staff Narrative (need/purpose):

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for Dutch Bros in the Desert Color commercial area. Any new site plan or changes within an approved PD-C zone require a PD amendment.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At their meeting held on February 10, 2026, the Planning Commission held a public hearing, and recommend approval with a vote of 6-0 and with the following single condition: 1. A site plan must be applied for and approved prior to construction of the site.

Attachments



PLANNING COMMISSION AGENDA REPORT: 01/27/2026
CITY COUNCIL AGENDA REPORT: 02/19/2026

Dutch Bros at Desert Color Planned Development Amendment (Case No. 2026-PDA-001)	
Request:	To amend the Desert Color PD-C (Planned Development Commercial) zone for construction of a coffee shop (restaurant).
Applicant:	Bush & Gudgell, Inc.
Representative:	Bob Hermanson
Location:	Located east of Desert Color Pkwy and between Southern Parkway and Black Mountain Drive
General Plan:	PD (Planned Development)
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C (Planned Development Commercial)
	South PD-C (Planned Development Commercial)
	East PD-C (Planned Development Commercial)
	West PD-C (Planned Development Commercial)
Land Area:	Approximately 0.65 acres



DUTCH BROS AT DESERT COLOR

0 190 380 760 1,140 1,520 Feet



BACKGROUND:

This is a request to approve the conceptual site plan, landscape plan, elevations, renderings, for Dutch Bros in the Desert Color commercial area. Any new site plan or changes that occur in an approved PD-C (Planned Development Commercial) zone requires approval of a PD amendment. There have been several approvals for commercial development within Desert Color such as Big Shots Golf Center, pads A, K, M & N, Mountain America, America First Credit Union, Panda Express, The Break restaurant, and Fabulous Freddy's. This property sits to the west of Pad 'A' and Fabulous Freddy's across Desert Color Pkwy.

The proposed project is a smaller one and sits on approximately 0.65 acre. A single 1,025 ft² building is depicted on the site. The site takes its access from a shared drive aisle from Desert Color Parkway. The Dutch Bros site will be the only building in the immediate vicinity for the time being. They will provide adequate access width from Desert Color Parkway to their site entrance with a minimum of 25' wide drive aisle.

The site is designed again with a single building, area for landscaping/detention and parking. At 1,025 ft², a requirement of four parking stalls is required. There will be no seating on the premises though there is a 28' by 12' awning at the walk-up window. If they desire at some point to set up tables and chairs, with eight total parking stalls, they would still be adequately parked. Though a patron may walk up to order at the walk-up window, it is anticipated that the majority of the orders will be taken through the drive through windows. They are providing two drive-through lanes. As a result, staff estimates the queuing area should be able to accommodate approximately 21 vehicles before blocking any parking spaces.

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

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks	10-8D-6	Proposed setbacks: Front (east): 23' Side (north): 21' Side (south): 25' Rear (west): 143'	The proposed front (east) setback is shown at 23' from Desert Color Pkwy creating area for landscaping but also a close street presence. All setbacks are being met.
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans and is provided around the building.	The plans appear to meet the required pedestrian circulation.
Uses	PD-C use list	Coffee Shop	"Restaurant, coffee shop, delicatessen, internet café" is an approved use in the PD-C

			portion of Desert Color per their zone plan.
Height and Elevation	10-8D-6	Approximately 20' to highest point.	The maximum allowed height is 55' in Desert Color PD-C.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2	Conceptual landscape plan provided (approximately 27% of site).	The landscaping seems to be sufficient. During site plan review, staff will ensure the code compliance.
Utilities	10-8D-2	Conceptual utility plan provided with plat	Utilities have been reviewed with the plat and site plan with Pad "A" and
Signs	10-8D-2	No signage was identified	Signs will be approved through the sign permit process.
Lighting	10-8D-2, 10-14-1	A photometric plan has not been included	Site lighting will need review and information during formal site plan review.
Lot Coverage	10-8D-6	Conceptual plan shown (4%)	The site plan meets lot coverage regulations <50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located on far south-west side of the site, will be screened from view.
Landscaping	10-8D-6	Minimum 15' landscape buffer along access street.	Plans appear to meet this requirement.
Parking	10-19-5	8 parking stalls	Restaurant Kitchen/prep area: 1:250 = 4 stalls
EVCS And Bike Parking	10-19-6	Location of bike parking and conduit for electric parking stations not shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements to comply with Title 10-19-6 but they are showing seven EV stalls.

RECOMMENDATION:

Planning Commission held a public hearing on February 10, 2026, and received no public comment. They recommend approval of the PD Amendment with the following conditions:

1. A site plan must be applied for and approved prior to construction of the site.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modified conditions.
3. Deny the request.
4. Continue the proposed PD amendment to a later date.

FINDINGS FOR APPROVAL:

1. That the proposed Planned Development Amendment is consistent with the intent of the Desert Color PD-C zone, which anticipates neighborhood-scale commercial uses that serve residents and visitors within the development.
2. That the proposed coffee shop use is allowed within the Desert Color zone plan and is compatible with existing and approved commercial development in the surrounding Desert Color area.
3. That the conceptual site plan demonstrates adequate access, internal circulation, and drive-through queuing to accommodate the anticipated demand without creating conflicts with adjacent streets or properties.
4. That the project provides sufficient parking based on the size and operational characteristics of the proposed use.
5. That the proposed development, subject to the conditions of approval, meets the applicable requirements of Title 10 and the Desert Color zone plan and will not be detrimental to public health, safety, or welfare.

POSSIBLE MOTION:

"I move that we approve the PD Amendment for Dutch Brothers, Case No. 2026-PDA-001, based on the findings and subject to the conditions listed in the staff report."

Exhibit A

Applicants Narrative



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

November 17, 2025

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

Re: Dutch Bros at Desert Color - PD-Zone Amendment

To whom it may concern:

We are submitting this application to provide the details for a proposed building in the commercial area in Desert Color. This is planned to be a new Dutch Bros business. The business will sit on a 0.65-acre parcel of land that lies on the south side of the Southern Parkway right-of-way and west of Desert Color Parkway. It will be accessed from Desert Color Parkway.

Please see the renderings and site plan accompanying this application for further details.
We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.

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

Bob Hermandson
President

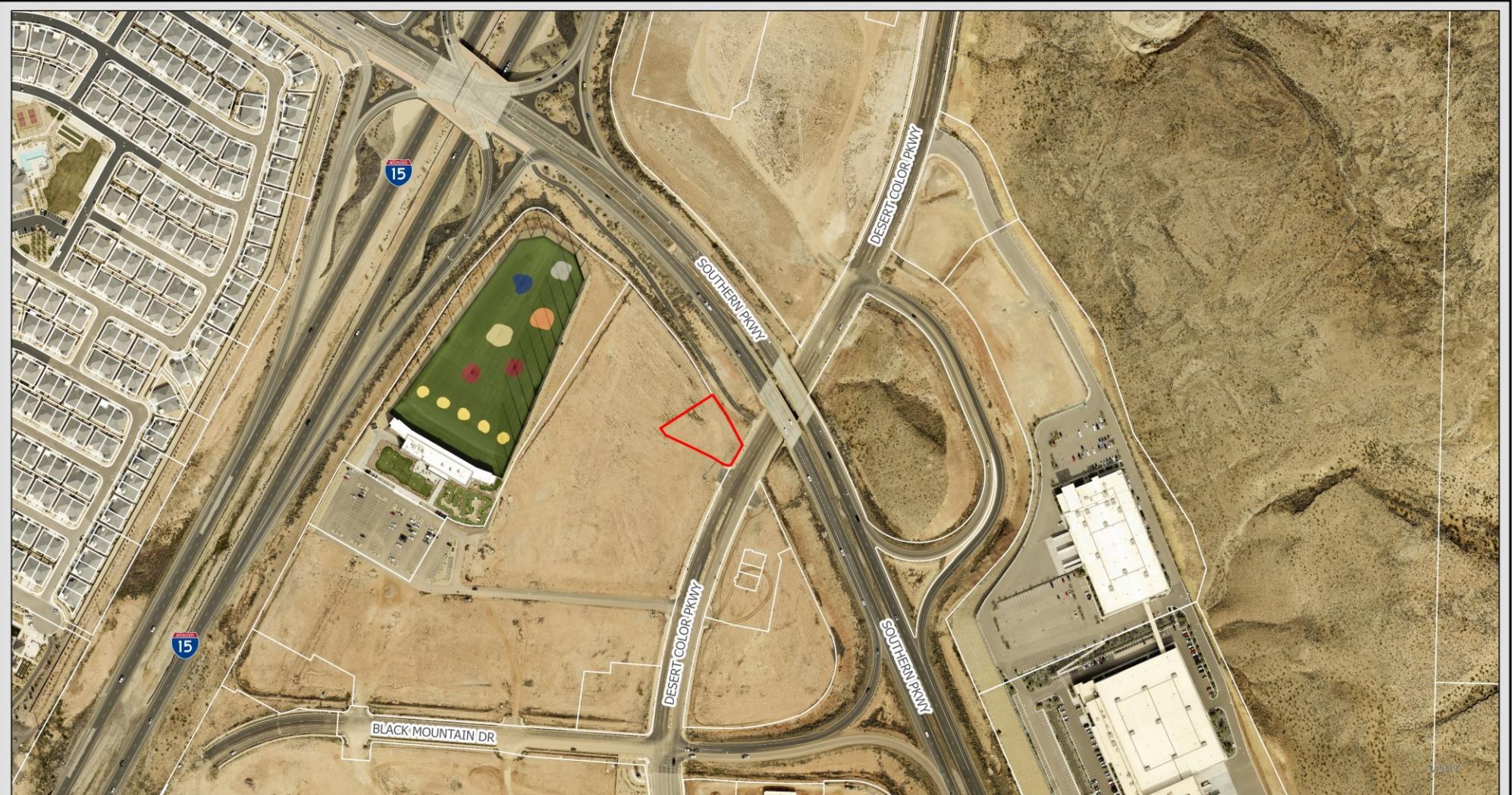
Exhibit B
PowerPoint Presentation

Dutch Bros
at Desert Color

2026-PDA-001

Coffee

Aerial Map

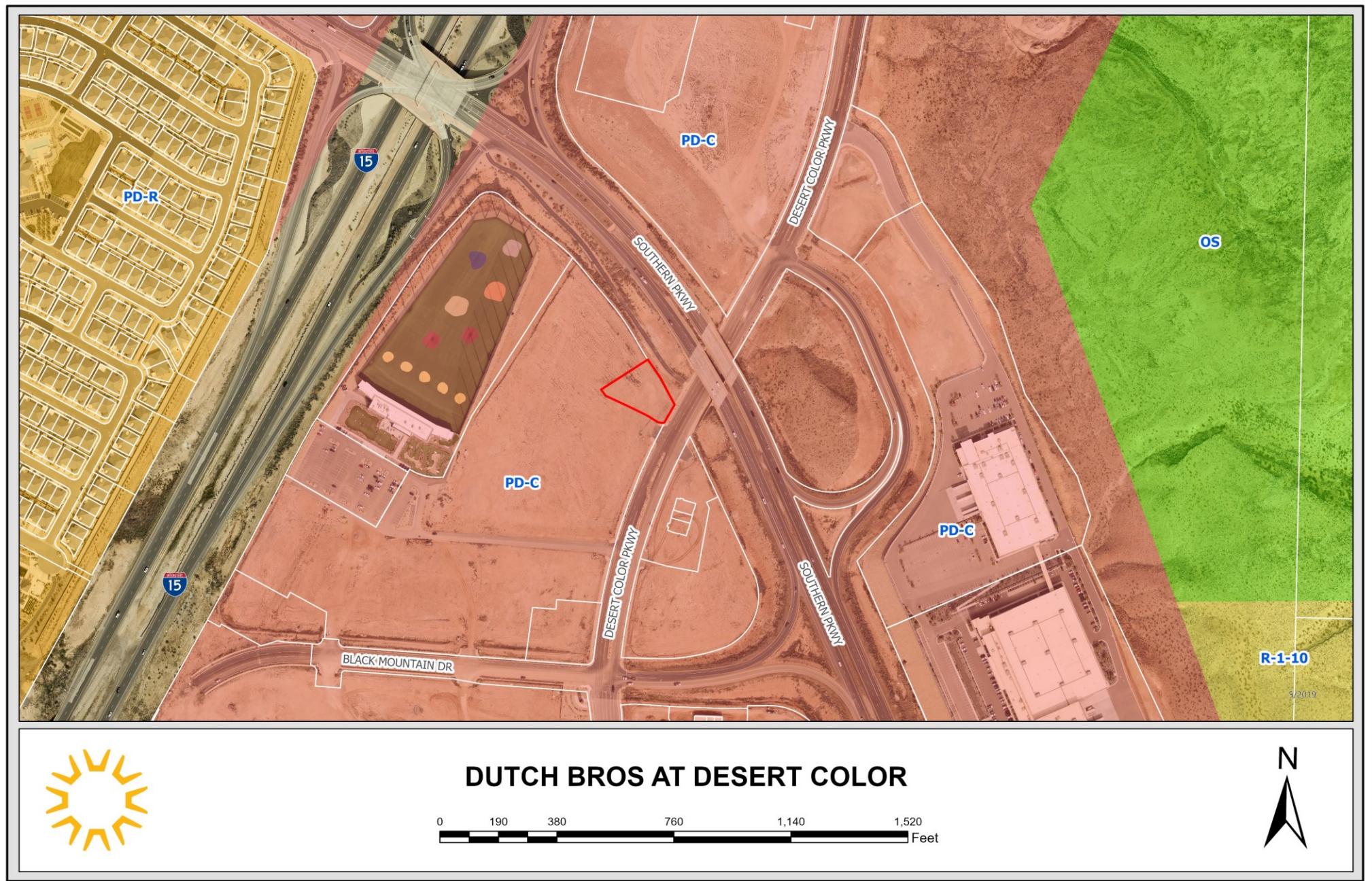


DUTCH BROS AT DESERT COLOR

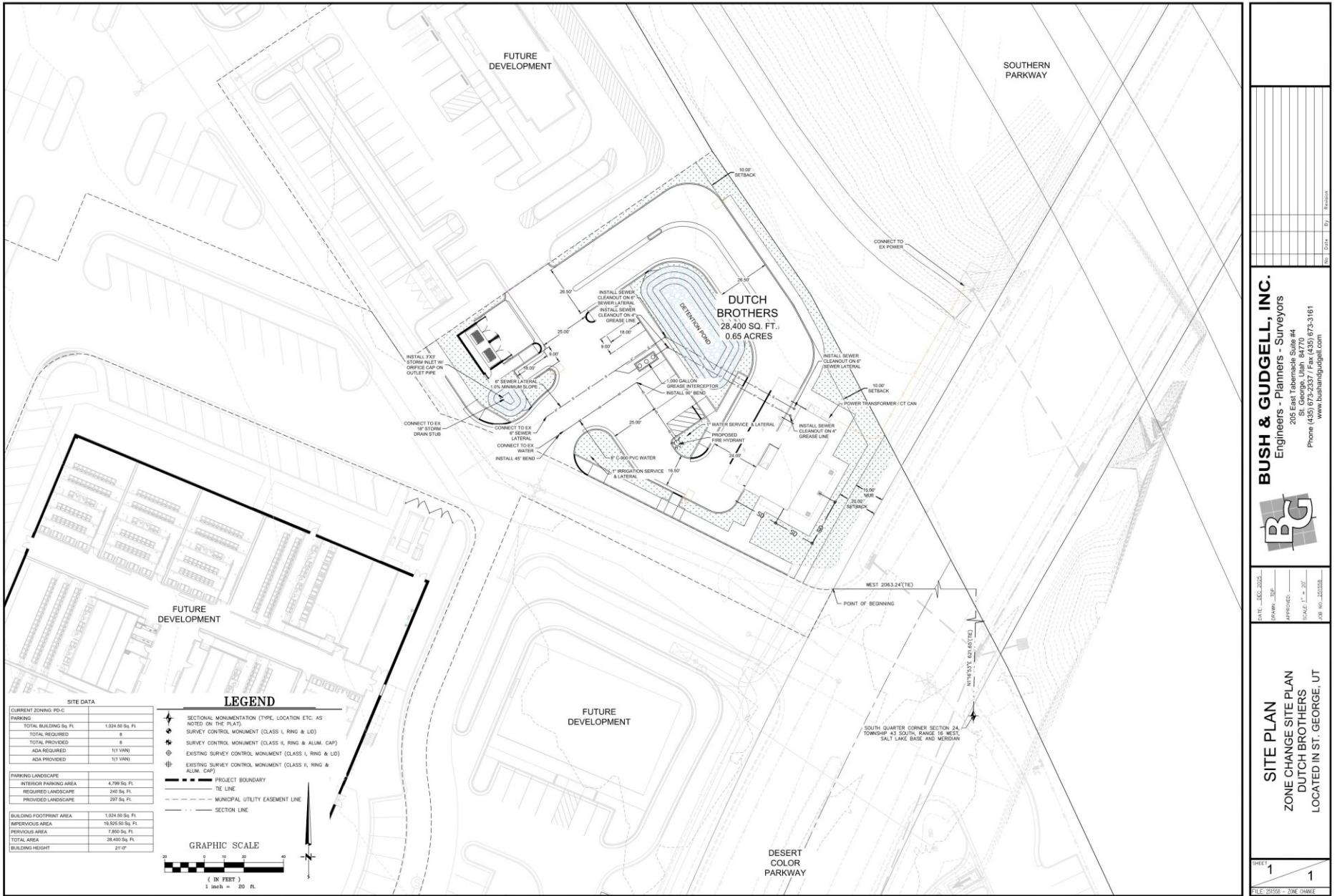
0 190 380 760 1,140 1,520 Feet



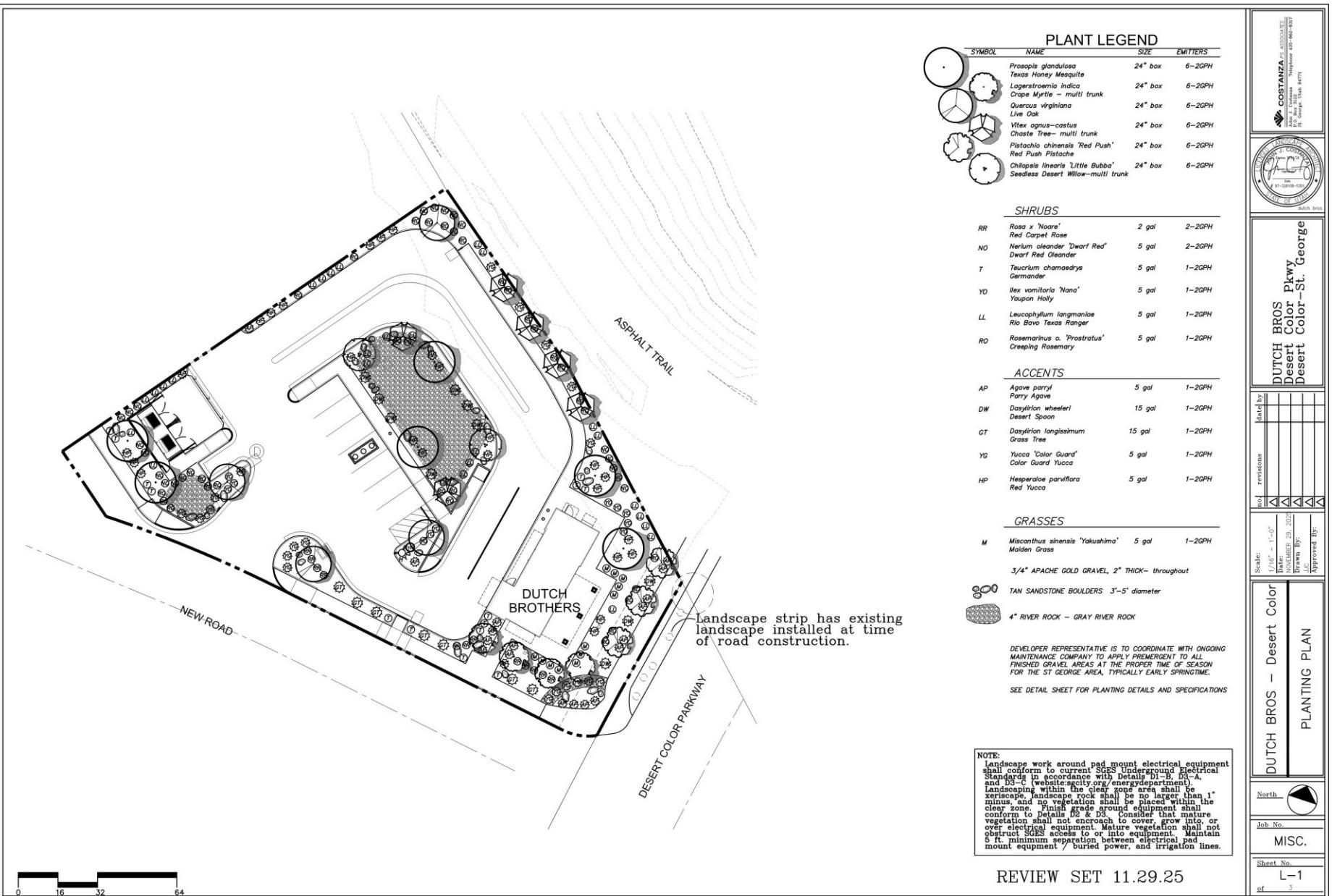
Zoning Map



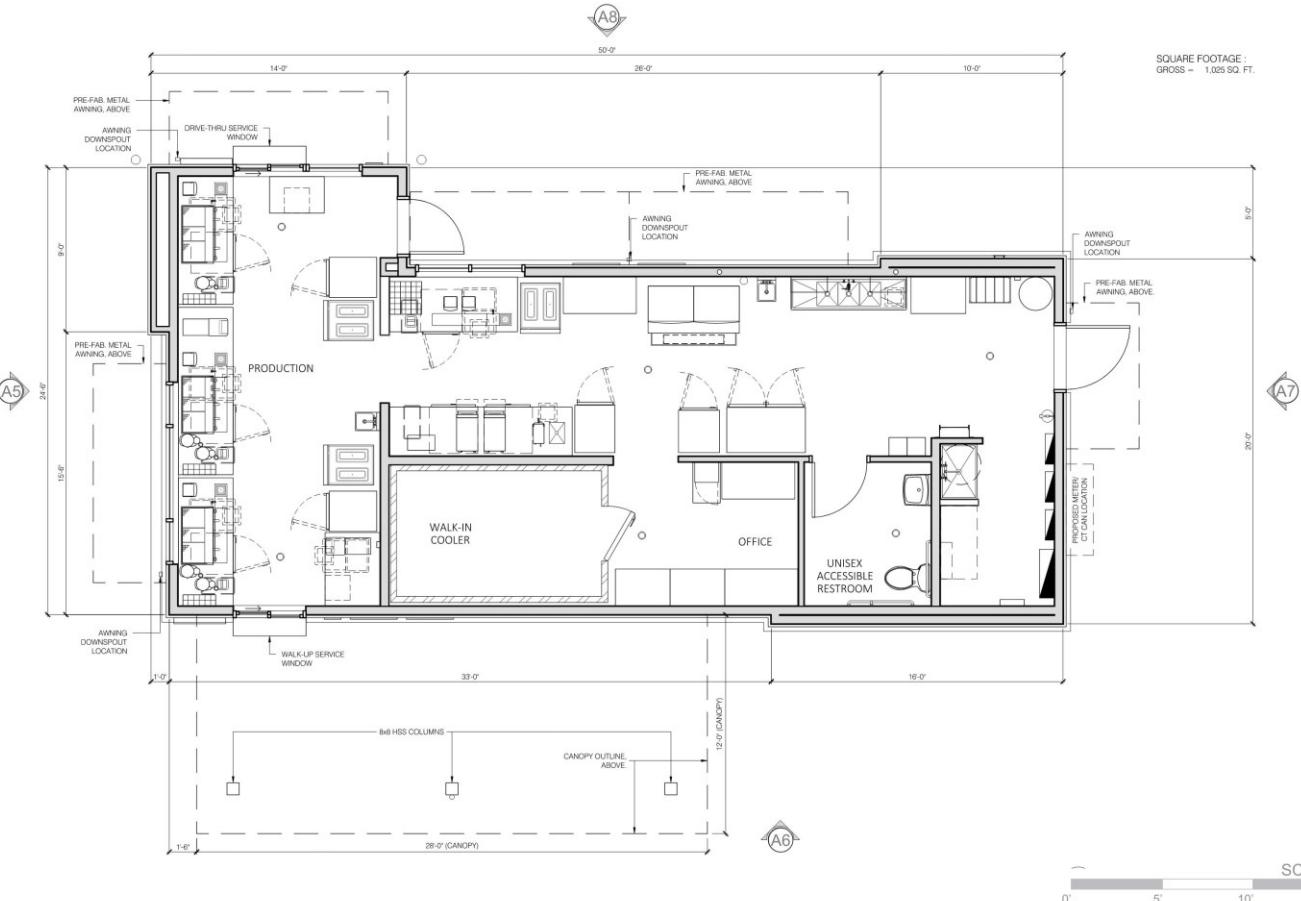
Site Plan



Landscape Plan



Floor Plan



Elevations



LOOKING NORTHEAST

LOOKING SOUTHEAST



LOOKING NORTHWEST

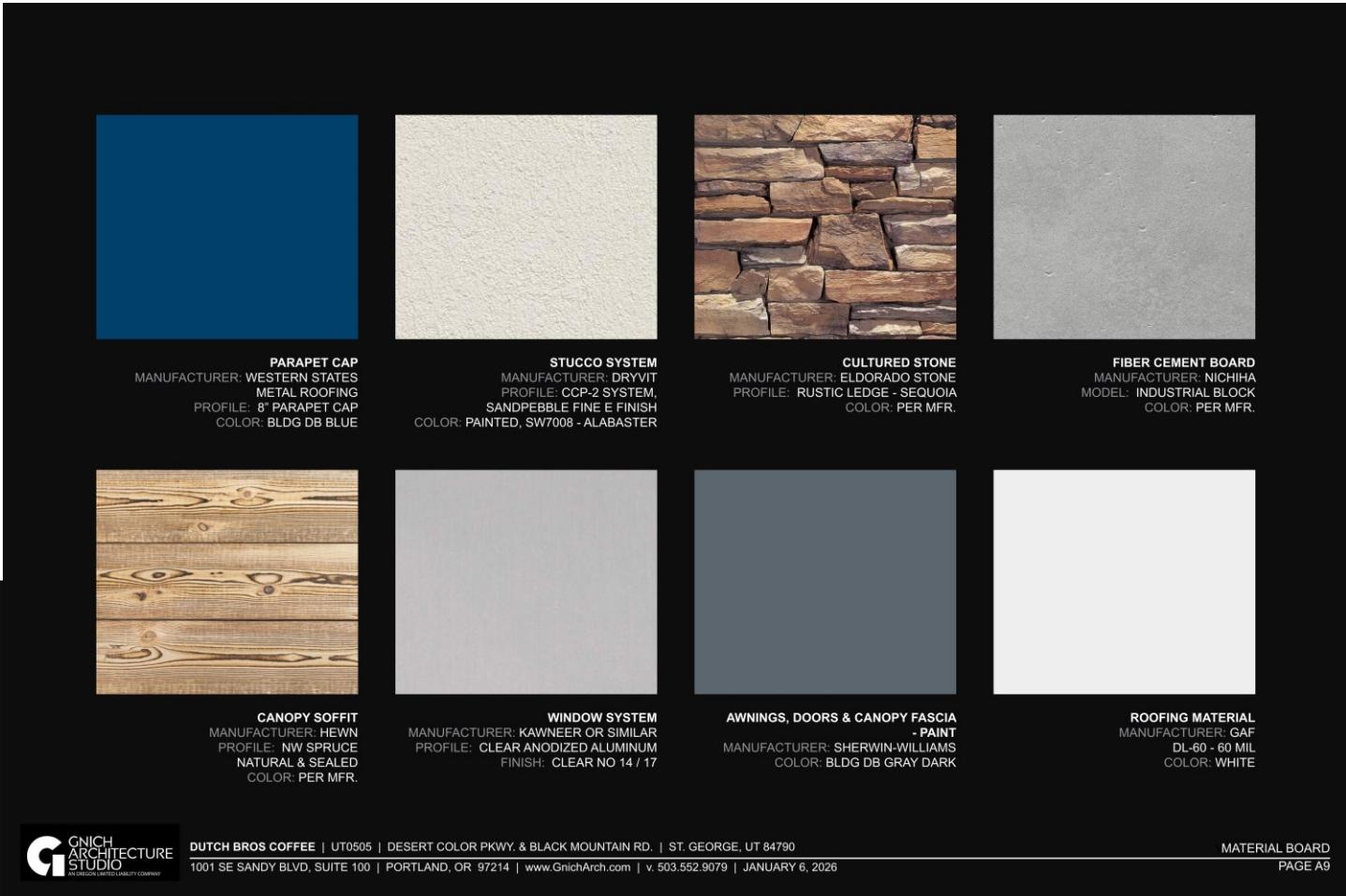


LOOKING SOUTHWEST

RE DUTCH BROS COFFEE | UT0505 | DESERT COLOR PKWY. & BLACK MOUNTAIN RD. | ST. GEORGE, UT 84790
1001 SE SANDY BLVD, SUITE 100 | PORTLAND, OR 97214 | www.GnichArch.com | v. 503.552.9079 | JANUARY 6, 2026

DRIVE-THRU WINDOW
PAGE A1

Materials Board



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE DESERT COLOR PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 0.65 ACRES AND APPROVING THE DESIGN AND SITE PLAN FOR A NEW COFFEE SHOP GENERALLY LOCATED EAST OF DESERT COLOR PKWY AND BETWEEN SOUTHERN PARKWAY AND BLACK MOUNTAIN DRIVE TO BE KNOWN AS DUTCH BROS AT DESERT COLOR WITH A CONDITION FROM THE PLANNING COMMISSION.

(DUTCH BROS AT DESERT COLOR)

WHEREAS, the property owner has requested an amendment to the Desert Color PD-C (Planned Development Commercial) zone and approval for the design and site plan for a coffee shop located on a 0.65-acre site; and

WHEREAS, the Planning Commission held a public hearing on February 10, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 6-0 vote with the following condition:

1. 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 February 19, 2026, to consider the amendment of PD-C for the coffee shop; and

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development within the PD-C Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of Dutch Bros in Exhibit 'B'. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit 'A'.

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or

issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Larkin

Councilmember Larsen

Councilmember Tanner

Councilmember Kemp

Councilmember Anderson

Jami Brackin, Deputy City Attorney

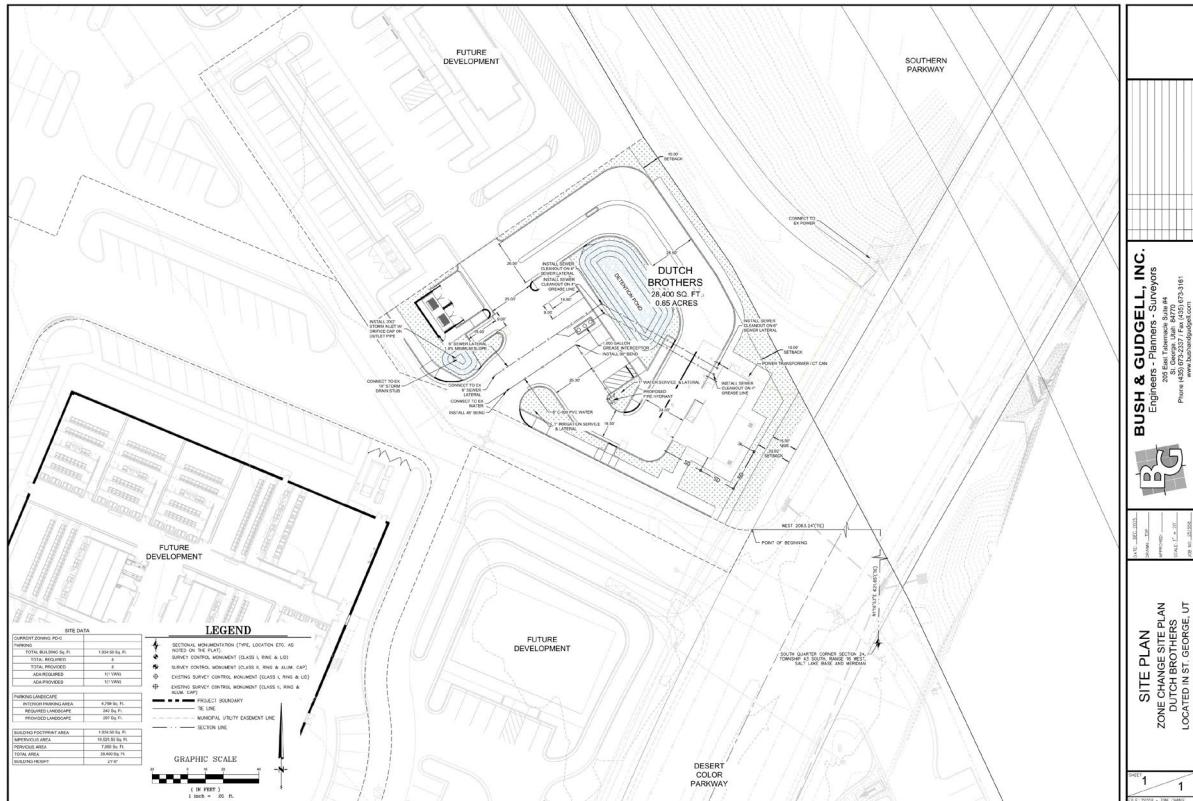
EXHIBIT "A"

A parcel of land located in the Southwest Quarter of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Desert Color Parkway, Document No. 20190002195, Official Records, Washington County, State of Utah, said point lies North 01°16'53" East along the section line 621.65 feet and due West 2063.24 feet, from the South Quarter Corner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence westerly along a 23.00 foot radius non-tangent curve to the right, (long chord bears North 81°22'35" West a distance of 13.64 feet), center point lies North 08°37'40" West through a central angle of 34°30'10", a distance of 13.85 feet; thence North 63°26'18" West 129.22 feet; thence westerly along a 534.00 foot radius curve to the left, (long chord bears North 67°28'23" West a distance of 75.15 feet), center point lies South 26°33'42" West through a central angle of 08°04'11", a distance of 75.21 feet; thence North 33°55'12" West 31.68 feet; thence North 55°34'30" East 187.97 feet to a point on the westerly right-of-way line of the Southern Parkway, Document No. 20100000332, Official Records, Washington County, State of Utah; thence along said line the following two (2) courses: 1) South 34°28'13" East 88.02 feet, and 2) South 27°49'54" East 97.90 feet to a point on said westerly right-of-way line of Desert Color Parkway; thence along said line southwesterly along a 2045.00 foot radius non-tangent curve to the left, (long chord bears South 29°01'22" West a distance of 70.94 feet), center point lies South 59°59'00" East through a central angle of 01°59'16", a distance of 70.95 feet to the point of beginning.

Containing 28,400 square feet or 0.65 acres.

EXHIBIT "B"





Agenda Date: 02/19/2026

Agenda Item Number: 16

Subject:

Consider approval of Ordinance No. 2026-017 amending the Black Ridge Planned Development Commercial zone on approximately 3.44 acres located on the northeast corner of Black Ridge Drive and 250 West. (Case No. 2026-PDA-033 - Black Ridge Restaurants)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Adam Allen, American Land Consulting, LLC

Reference Number: 2026-PDA-033

Address/Location:

Located on the north-east corner of Black Ridge Drive and 250 West

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

In November 2024, a site plan was approved allowing two restaurant pads, and while only one had elevations at the time, Rodizio Grill is now seeking approval of its elevations for the second pad. At their meeting held on February 10, 2026, the Planning Commission recommended approval with no conditions; one letter was received from a neighboring business owner concerned over the potential loss of views.

Staff Narrative (need/purpose):

Section 10-8D-2 of the St. George City Code requires PD (including PD-C) applications to specify the type, character, and proposed height of all buildings. The 2024 PD-C approval covered everything except this proposed building; therefore, the building elevations have now been submitted for City Council review.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing on the request on February 10, 2026. One letter was received from a neighboring business owner concerned over the potential loss of views. The Planning Commission recommends approval with no conditions.

Attachments



St. George

Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: 01/27/2026

CITY COUNCIL AGENDA REPORT: 02/19/2026

Black Ridge Restaurants Planned Development Amendment (Case No. 2025-PDA-033)	
Request:	Consider an amendment of an approved PD-C (Planned Development Commercial) on approximately 3.44 acres for the purpose of allowing the construction of a second restaurant on the site. This is primarily for review and approval of the building elevations.
Applicant:	Adam Allen, American Land Consulting, LLC
Location:	Located on the north-east corner of Black Ridge Drive and 250 West
General Plan:	DTCC (Downtown Connected Corridor)
Existing Zoning:	PD-C (Planned Development Commercial)
Surrounding Zoning:	North PD-C (Planned Development Commercial)
	South C-2 (Highway Commercial)
	East C-2 (Highway Commercial)
	West PD-C (Planned Development Commercial)
Land Area:	Approximately 3.44 acres
	BLACK RIDGE RESTAURANTS
	0 115 230 460 690 920 Feet

BACKGROUND:

On October 17, 2019, the City Council approved the site for a hotel to be constructed with a parking garage. Along with the PD amendment approved at the time, a hillside permit was approved. The hillside permit set forth certain conditions including limiting detention on site and the use of a secant wall. With time, the owners of the hotel sought zoning approval to move the hotel across 250 West on the west side of the street, freeing up the subject property. In November 2024, a new site plan including the use, access, parking, etc. was approved which allowed two restaurant pads on the site. At the time, only one of the restaurants was ready with elevations and so the second (Rodizio Grill) is now seeking approval of those elevations.

Section 10-8D-2 of the St. George city code states that each PD (Planned Development), including PD-C zones are to include in their application “*the type, character and proposed height of all buildings.*” In the previous approval of the PD-C in 2024, everything except the information on this proposed building was reviewed and approved. In order to comply with the code as outlined, the proposed building elevations have been submitted for review to the Planning Commission and City Council.

The proposed building is shown to be 10,573 ft² and is parked adequately along with the other restaurant on site. The building stands at 30' to its highest point, which is compliant with the 50' height limit of the PD-C zone. Proposed materials are stone, batten siding, stucco, glazing and aluminum (as an accent).

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks	10-8D-6(C)	Front: 113' Street Side: 276' Rear: 73' Side: 79'	The required setbacks are: Front/ Street Side: 20' Side / Rear: 0' and 10'
Uses	10-8D-2	Restaurant	The PD-C allows restaurants (both sit down and fast food).
Height and Elevation	10-8D-2	Approximate Height: 30'	The maximum height allowed in a PD-C is 50'. This proposal meets the regulations.

RECOMMENDATION:

On February 10, 2026, the Planning Commission held a public hearing on the request. One letter was received from a neighboring business owner expressing concerns about possible blocking of their view. The Planning Commission recommends approval with a 6-0 vote.

ALTERNATIVES:

1. Approve as presented.
2. Approve with additional conditions.
3. Deny the request.
4. Continue the proposed PD amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the PD amendment for Black Ridge Restaurants as presented, case no. 2024-PDA-020, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. That the proposed restaurant use and building height are allowed in the PD-C (Planned Development Commercial) zone and meet the applicable development standards of the City Code.
2. That this Planned Development amendment is limited to the approval of building elevations for a second restaurant pad that was previously approved and does not increase the overall intensity or impacts of the project.
3. That the size, height, and architectural design of the proposed building are compatible with the approved Planned Development and with the surrounding commercial development in the area.
4. That approval of the Planned Development amendment serves the public health, safety, and general welfare of the City.

COLEEN ANDRUSS, MD
HEALTHY LIFESTYLES

[REDACTED]
St. George, UT 84770

Phone: [REDACTED]

Fax: [REDACTED]

2-7-2026

RE: Proposed change in PD-C

To whom it may concern:

As one of the longest owners and residents in the Building at Blackridge Terrace #1, my office looks out to our parking lot and to the area being addressed at the meeting. I am unfortunately unable to attend the planning commission city meeting addressing potential changes to the area of concern on Tuesday February 10th 2026 due to my evening office hours. When I signed my contract to build and purchase my space, it was agreed upon that there would be no buildings obstructing the view. The 3.44 acres on the NorthEast corner of Black Ridge Drive and 250 west will be a great area for BlackRidge Restaurants. I am not sure what building elevations and renderings are in question, but I am **opposed** to any changes that might obstruct the view at our first level offices at Blackridge Terrace.

Coleen M Andruss, MD

Coleen M Andruss, MD

[REDACTED]
Board Certified Obesity Medicine
Board Certified Internal Medicine

[REDACTED] (office) [REDACTED] (cell)
Assistant Clinical Professor Rocky Vista University
Presidential Director, Unicity International



Exhibit A

Applicant's Narrative



12/22/2025

Re: Black Ridge Restaurants

To whom it may concern,

The purpose of this submittal is to bring forward the details of the proposed Planned Development Amendment for Black Ridge Commercial. This property was previously approved for a two restaurants, but the details of the second were not available at that time. We are now have that information and are bringing forward the Full details for the Site and both Restaurants. The restaurant on building pad one will be a Ruths Chris, same as previously approved. The Second restaurant on building pad two will be a Rodizio Brazilian Steakhouse. We appreciate the opportunity to present you with this amendment.

Thank You for your Consideration,

Adam Allen, Manager – American Consulting and Engineering

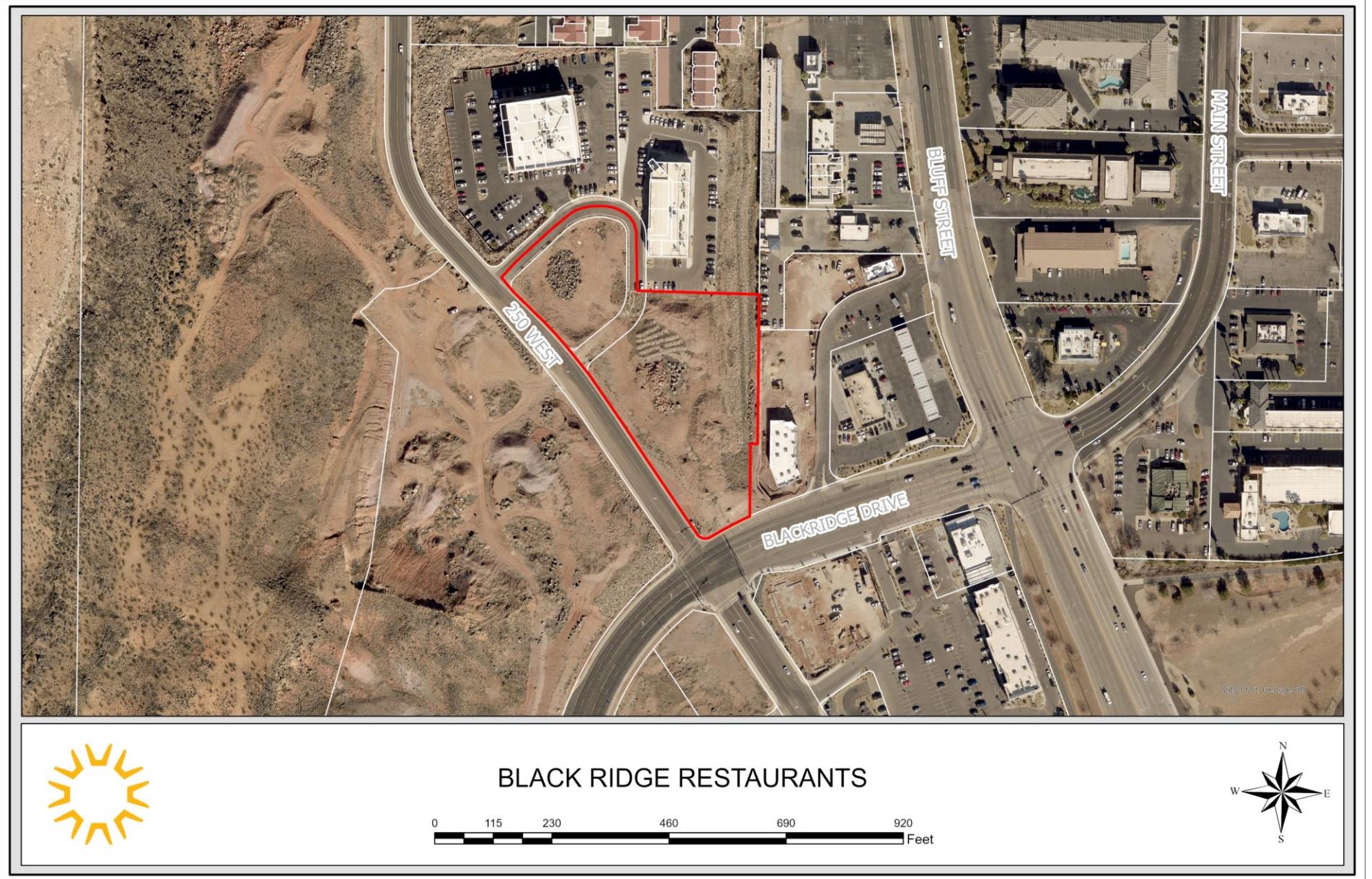
Exhibit B

PowerPoint Presentation

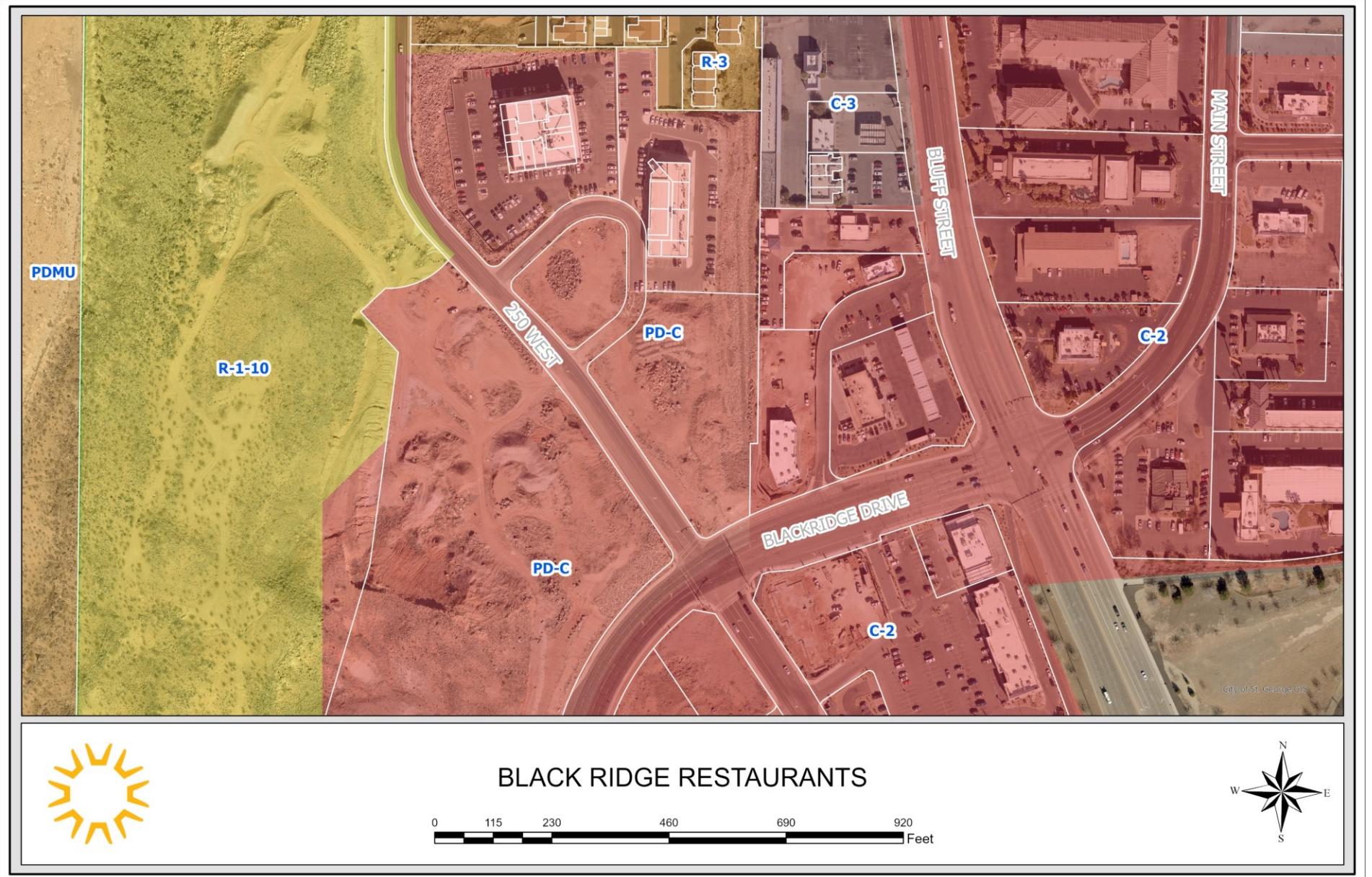
Black Ridge Restaurants

2025-PDA-033

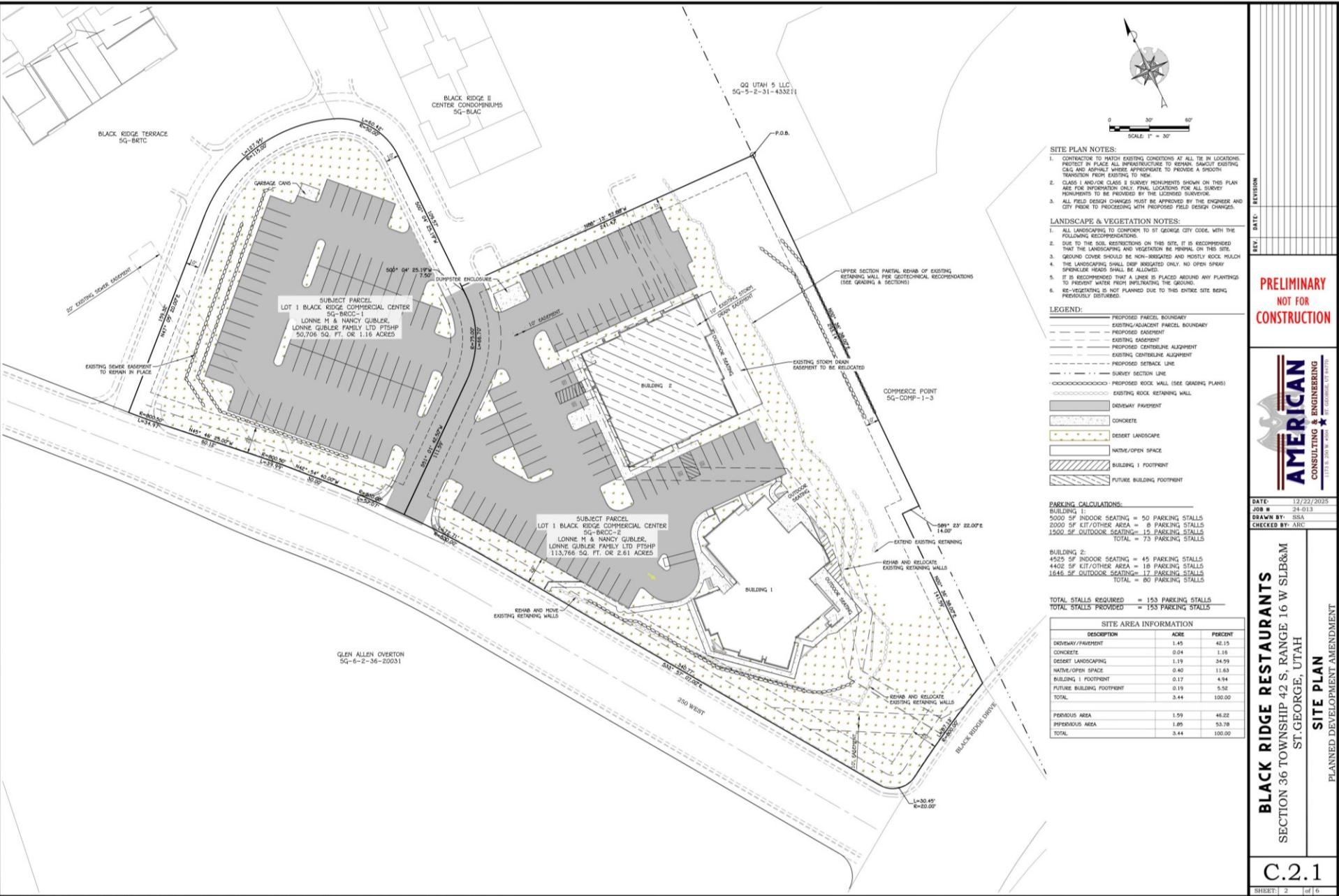
Aerial Map



Zoning Map



Site Plan

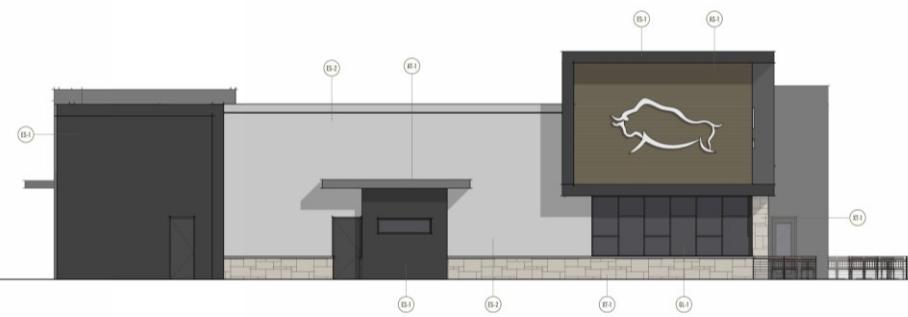
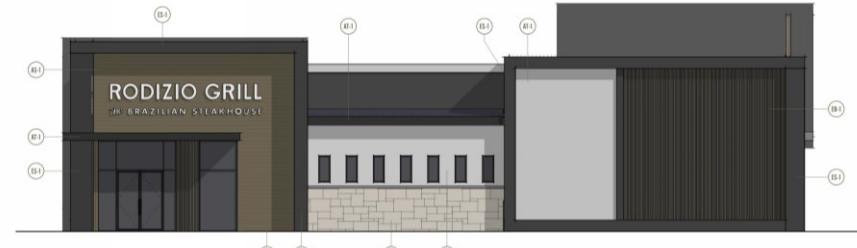


Proposed Elevations



A3.2 RODIZIO GRILL ST. GEORGE

EXTERIOR ELEVATIONS | 12.02.2025



A3.1 RODIZIO GRILL ST. GEORGE

EXTERIOR ELEVATIONS | 12.02.2025

EXTERIOR MATERIALS

- (E1) EXTERIOR STONE BASIS OF DESIGN: PRO-FIT ALPINE LEDGESTONE
- (E2) EXTERIOR SIDING BASIS OF DESIGN: SAGIFER 6' V-GROOVE WALL PANEL, NUTMEG OAK COLOR
- (E3) EXTERIOR BATEN SYSTEM BASIS OF DESIGN: SAGIFER 2'X2' SAGBATTEN, NUTMEG OAK COLOR
- (E4) EXTERIOR STUCCO SYSTEM: COLOR 1 BASIS OF DESIGN: SW 7089 IRON ORE
- (E5) EXTERIOR STUCCO SYSTEM: COLOR 2 BASIS OF DESIGN: SW 7089 IRON ORE
- (E6) PRE-MANUFACTURED ALUMINUM TRIM BASIS OF DESIGN: SW 7089 IRON ORE
- (E7) LOW-E GLAZING

Proposed Renderings



A5.1 RODIZIO GRILL ST. GEORGE
EXTERIOR RENDERINGS | 12.02.2025

Proposed Renderings



A5.3 RODIZIO GRILL ST. GEORGE
EXTERIOR RENDERINGS | 12.02.2025

 **KNIGHTON**
ARCHITECTURE + PLANNING



A5.2 RODIZIO GRILL ST. GEORGE
EXTERIOR RENDERINGS | 12.02.2025

 **KNIGHTON**
ARCHITECTURE + PLANNING

Materials Board



ORDINANCE NO. _____

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 3.44 ACRES, LOCATED ON THE NORTH-EAST CORNER OF BLACK RIDGE DRIVE AND 250 WEST FOR THE PURPOSE OF ALLOWING THE CONSTRUCTION OF A SECOND RESTAURANT PAD, WITH NO CONDITIONS.

(BLACK RIDGE RESTAURANTS)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 3.44 acres, located on the north-east corner of Black Ridge Drive and 250 West for the purpose of allowing the construction of a second restaurant; and

WHEREAS, the City Council held a public meeting on this request on February 19, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on February 10, 2026, and recommended approval with a 6-0 vote with the following condition:

WHEREAS, the City Council has determined that the requested change to the Planned Development is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Enactment. The approved planned development within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit "C". The planned development 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".

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 posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 19th day of February 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” – Legal Description

Parcel 1:

All of Lot 1, Black Ridge Commercial Center, as recorded in the Washington County Recorder's Office, as document number 20060040997.

Parcel 2:

All of Lot 2, Black Ridge Commercial Center, as recorded in the Washington County Recorder's Office, as document number 20060040997.

Exhibit “B” – Parcel Exhibit

Location of the Black Ridge Restaurants Planned Development Amendment

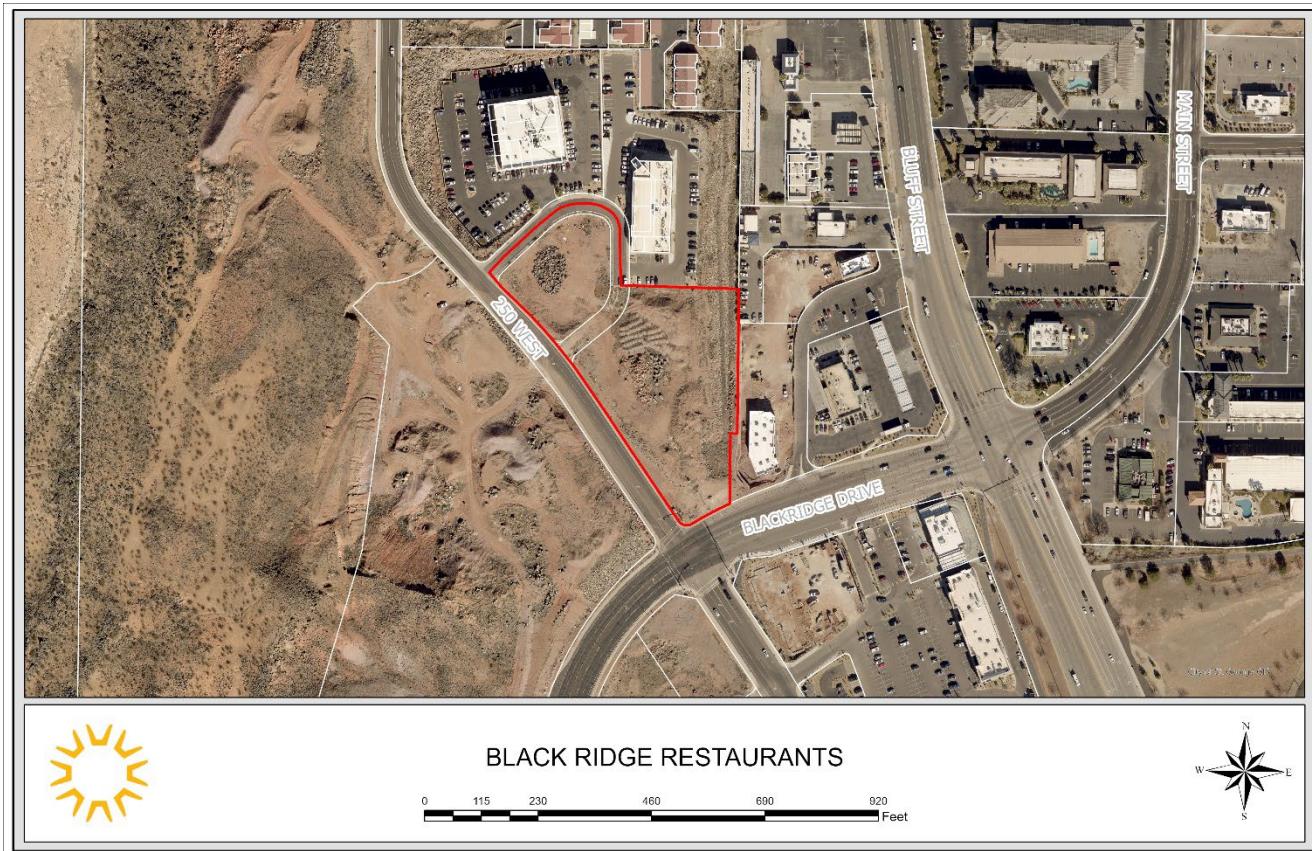


Exhibit “C” – Site Plan

