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

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Mayor's recognitions, proclamations, and updates.**
   a. **Read a proclamation proclaiming April 11, 2026 Walk with Autism Day.**

   b. **Recognize the Tonaquint Tennis Center for being awarded the 2025 USTA Outstanding Facility Award.**

2. **Comments from the public.**

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

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

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

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

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

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

3. **Consent Calendar.**

a. **Consider approval to award bid to Hellas Sports Lighting for the Canyons Softball Complex LED Sports Lighting Retrofit.**

BACKGROUND and RECOMMENDATION: This item is to award a contract for an LED retrofit for the Canyons Softball Complex. An LED retrofit will require less maintenance, improve lighting for the softball games, as well as better cutoff for the residents in the area. The City recently requested bids for this project and received back 10 responses. Based on staff's evaluation of the bids Hellas Construction Company received the highest evaluation score. They will provide materials and installation along with a 25 year warranty. This project is a 2023 G.O. Bond funded project and is included in the FY 2026 Business Plan. Staff recommends award of the contract to Hellas Construction Company in the amount of $699,700.

b. **Consider approval to award bid to Feller Enterprises, LLC for construction of the Middleton Wash Trail.**

BACKGROUND and RECOMMENDATION: This item is to award a bid to construct approximately one mile of trail along Middleton Wash. The bid includes removals, earthwork, storm drain, asphalt, concrete flatwork, retaining walls, and pedestrian bridge installation. Formal bids were requested for the project, and the City received eight bids. The low bid was from Feller Enterprises in the amount of $1,152,848.63. After bids were reviewed, it was determined that the Base Bid in the amount of $421,643.54 and the Additive Alternate in the amount of $731,205.09 be awarded due to the favorable bid amounts provided. The Middleton Wash Trail is a 2023 Trails, Parks and Recreation G.O. Bond project and is on the City's Trail Master Plan. Staff recommends approval of awarding the Base Bid and the Additive Alternate to Feller Enterprises, LLC in the amount of $1,152,848.63 contingent upon approval of the budget amendment.

c. **Consider approval to award bid to WRX Contracting, LLC for construction of the Snake Hollow Bike Park Paving and Repairs project.**

BACKGROUND and RECOMMENDATION: This item is to award a bid to pave the existing pump tracks and dirt jump zone and repair the existing dirt tracks for the gravity jump trails and progressive drop zone at the Snake Hollow Bike Park. The bid includes asphalt paving, repairs to existing dirt tracks, and owner staff training. Formal bids were requested for the project and the City received four bids. The low bid was from WRX Contracting in the amount of $355,679.37. After bids were reviewed, it was determined that the Base Bid in the amount of $272,829.12 and the Additive Alternate in the amount of $82,850.25 be awarded due to the favorable bid amounts provided. In 2025, the City was awarded a $250,000 UORG grant to pave the pump tracks at the Snake Hollow Bike Park. Staff recommends approval of awarding the Base Bid and Additive Alternate 1 to WRX Contracting, LLC in the amount of $355,679.37.

d. **Consider approval of Reimbursement Agreement with Quality Excavation for Waterline Upsize.**

BACKGROUND and RECOMMENDATION: Contractor is building a subdivision that includes masterplanned waterlines. This project will upsize the line from 8" to the required size. Staff recommends approval.

e. **Consider approval of a fee waiver request for the hourly costs associated with the St. George Police Department officers assigned to assist with the Washington County Fair Parade.**

BACKGROUND and RECOMMENDATION: This is the second year the Washington County Parade is being held in St. George. The applicant is requesting a fee waiver of the hourly costs associated with the SGPD Officers, that would be assigned to assist. The fees for SGPD are estimated to be $1400. This approval would be for all future parades being held in conjunction with Washington County Fair. Staff recommends approval of waiving the fees for this and future events.

f. **Consider approval of a fee waiver request for the Kiwanis Club Egg Hunt to be held at Vernon Worthen Park.**

BACKGROUND and RECOMMENDATION: This is the 75th year of the Kiwanis Club hosting a free egg hunt for the community Easter weekend for children 1-11, as well as special needs children of all ages at Vernon Worthen Park. The applicant is requesting a fee waiver for the following: park reservation fee, special event permitting fee, gazebo fee, and surrounding park area & facilities at Vernon Worthen Park to assist with costs associated with the event, at a cost of approximately $450. The Council has approved fee waivers for this event over the past several years. Staff recommends approval of waiving the fees for this and future events.

g. **Consider approval of the minutes from the meetings held on February 5, 2026 (work meeting); February 5, 2026 (regular meeting); February 19, 2026 (work meeting); and February 19, 2026 (regular meeting).**

4. **Public hearing and consideration of Resolution No. 2026-004R 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.

5. **Consider approval of Ordinance No. 2026-018 amending the City's General Plan by adding the R-1 zone to the Responsible Growth Element of the General Plan. (Case No. 2025-GPA-017 - R-1 General Plan Amendment)**

BACKGROUND and RECOMMENDATION: The applicant has applied to create a new single-family zoning category. As part of that application, the General Plan needs to be amended to include the new zone. The Planning Commission held a public hearing on the proposed amendment and recommended approval of the application by a 6-0 vote with no conditions or amendments.

6. **Consider approval of Ordinance No. 2026-019 amending portions of Title 10 of City Code to create a new single-family zone to be known as the R-1 zone and amend the requirement for minimum floor area for a home. (Case No. 2025-ZRA-015 - R-1 zone addition)**

BACKGROUND and RECOMMENDATION: The applicant initially applied for a 4,000 sq ft zone but has modified the application to the currently requested new zoning category. At their meeting held on February 12, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0 and no conditions or modifications; one comment was given in favor of the application.

7. **Consider approval of Ordinance No. 2026-020 amending the City's General Plan from LDR (Low Density Residential) to COM (Commercial) on approximately 109 acres located generally on the east side of Highway 18, between approximately 3000 North and 3800 North. (Case No. 2025-GPA-012 - The Trails East)**

BACKGROUND and RECOMMENDATION: In 2006, a plan was approved for the subject property but did not materialize. As a result, the approvals lapsed and the property sold. The current applicant has a desire for a commercial element on the property and needs to change the General Plan on a portion of the property. At their meeting held on February 24, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; one property owner made a comment which was generally in favor of the amendment.

8. **Consider approval of Ordinance No. 2026-021 amending the Desert Color Planned Development TNZ zone on approximately 58.68 acres located southwest of Painted Ridge Parkway, west of Desert Sage Parkway and west of the previously approved Sage Haven phases to develop the next residential phases of Sage Haven. (Case No. 2026-PDA-002 - Sage Haven Phases 22-33)**

BACKGROUND and RECOMMENDATION: This application is to consider approval of 260 units in the Desert Color PD-TNZ zone. The Planning Commission held a public hearing on the request and recommends approval of the application with a 6-0 vote and the following comment: That all civic space required will be met per the zone plan.

9. **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.

10. **Consideration of Resolution No. 2026-005R approving an Amended and Restated Power Pooling Agreement with Utah Associated Municipal Power Systems (UAMPS) for the Pool Project (Effective May 1, 2026).**

BACKGROUND and RECOMMENDATION: St. George is currently a participant in UAMPS' Pool Project under a prior pooling agreement, and UAMPS has now asked participating members to adopt an updated ("amended and restated") agreement that modernizes the operational, governance, and financial terms to support mandatory participation in organized wholesale power markets and PacifiCorp's entry into the Extended Day-Ahead Market (EDAM) planned for May 2026.

11. **Consider approval of Ordinance No. 2026-022 amending Titles 1 and 2 of the City Code.**

BACKGROUND and RECOMMENDATION: This item was heard in a work meeting in January 2026. The City's ordinances have some internal inconsistencies as well as inconsistencies with state law and need to be updated with respect to politically appointed positions. These amendments clarify the inconsistencies and adopt the City's current practices. Staff recommends approval.

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

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

14. **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

February 27, 2026
Date

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

PROCLAMATION

WHEREAS, Autism Spectrum Disorder (ASD) affects individuals and families in St. George and throughout Southern Utah, influencing communication, social interaction, and sensory experiences in diverse and unique ways; and

WHEREAS, the mission of *Walk With Autism* is to promote acceptance over awareness, inclusion over isolation, and community over stigma, ensuring that individuals on the autism spectrum are valued, supported, and empowered to thrive; and

WHEREAS, this event honors not only individuals with autism, but also the parents, siblings, caregivers, educators, therapists, medical professionals, and advocates whose dedication and compassion strengthen our community each day; and

WHEREAS, Walk With Autism provides a space for connection, celebration, education, and support - reminding families that they are not alone and affirming that every voice matters; and

WHEREAS, the City of St. George is committed to fostering a community where differences are embraced, barriers are reduced, and all residents are given equitable opportunities to succeed.

NOW, THEREFORE, I, Jimmie Hughes, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim April 11, 2026 as:

WALK WITH AUTISM DAY

in the City of St. George, and encourage all residents to stand in solidarity with individuals on the autism spectrum and their families by promoting kindness, understanding, advocacy, and meaningful inclusion.

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

Jimmie B Hughes, Mayor

Agenda Date: 03/05/2026 **Agenda Item Number:** 3a

Subject:

Consider approval to award bid to Hellas Sports Lighting for the Canyons Softball Complex LED Sports Lighting Retrofit.

Item at-a-glance:

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: 26-260

Address/Location:

1890 West 2000 North

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

This item is to award a contract for an LED retrofit for the Canyons Softball Complex. An LED retrofit will require less maintenance, improve lighting for the softball games, as well as better cutoff for the residents in the area. The City recently requested bids for this project and received back 10 responses. Based on staff's evaluation of the bids Hellas Construction Company received the highest evaluation score. They will provide materials and installation along with a 25 year warranty. This project is a 2023 G.O. Bond funded project and is included in the FY 2026 Business Plan. Staff recommends award of the contract to Hellas Construction Company in the amount of $699,700.

Staff Narrative (need/purpose):

The current lights at the Canyons Softball Complex were installed in 1997. An LED retrofit will require less maintenance, improve lighting for the softball games, as well as better cutoff for the residents in the area. The LED lights will be dimmable for field maintenance and include remote access for lighting control.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $699,700

Amount approved in current FY budget for item: $1,200,000

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

N/A

Description of funding source:

General Obligation Bond

Recommendation (Include any conditions):

Approve

Attachments

Paul Stead - Scoring Summary

Active Submissions

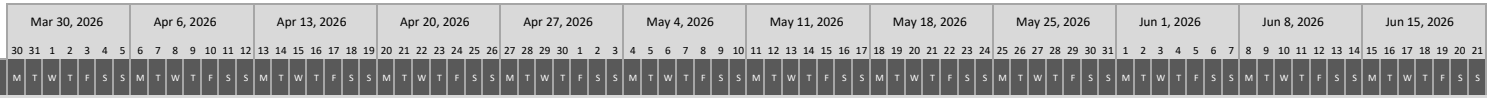
Supplier	Total 100 pts	PRICING / 30 pts	PAST PERFORMANCE AND QUALIFICATIONS / 25 pts	WARRANTY AND QUALITY ASSURANCE / 20 pts	WIRELESS LIGHTING CONTROLS AND MOBILE ACCESS / 15 pts	SCHEDULE AND PROJECT APPROACH / 10 pts
Hellas Construction Company (T89)	94.99	27.99 ($699,700.00)	23	20	14	10
RMES (R24)	93.87	23.87 ($820,540.00)	25	20	15	10
Prime Power & Electric Inc. (X76)	89.64	21.64 ($904,995.00)	25	18	15	10
BCM Inc dba Mortenson Electric (Z49)	88.45	20.45 ($958,000.00)	25	18	15	10
KV Electric, Inc. (J73)	81.92	18.92 ($1,035,484.00)	25	13	15	10
Qualite Sports Lighting (A23)	81.9	27.9 ($702,199.00)	15	20	14	5
Techline Sports Lighting (E10)	77.49	23.49 ($834,000.00)	20	10	14	10
Atomic Construction (B16)	75.04	15.04 ($1,302,816.50)	25	10	15	10
IKIO LED LIGHTING (K78)	74	30 ($652,928.42)	15	10	14	5
BW Line Construction and Engineering (W87)	69.59	18.59 ($1,053,803.00)	20	16	10	5

Canyon Softball Complex

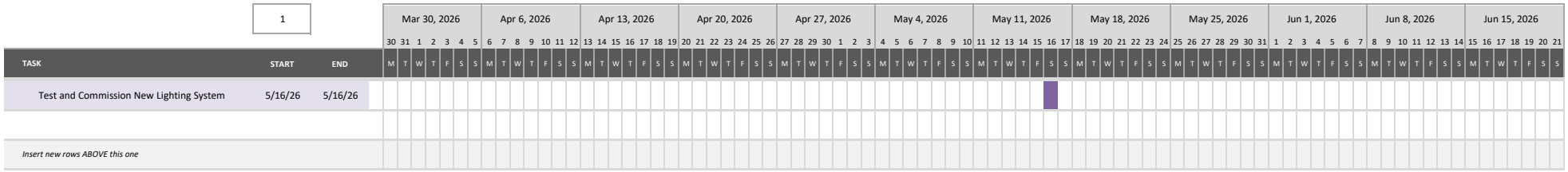
Hellas, Inc.

Mon, 3/30/2026

1



TASK	START	END
Field #1		
Demo Existing Lighting System	3/30/26	3/31/26
Install New Lighting System	3/31/26	4/3/26
Laser Aim New Lighting System	4/3/26	4/3/26
Test and Commission New Lighting System	4/6/26	4/6/26
Field #2		
Demo Existing Lighting System	4/6/26	4/7/26
Install New Lighting System	4/8/26	4/10/26
Laser Aim New Lighting System	4/13/26	4/13/26
Test and Commission New Lighting System	4/13/26	4/13/26
Field #3		
Demo Existing Lighting System	4/13/26	4/14/26
Install New Lighting System	4/15/26	4/17/26
Laser Aim New Lighting System	4/17/26	4/17/26
Test and Commission New Lighting System	4/17/26	4/17/26
Field #4		
Demo Existing Lighting System	4/20/26	4/21/26
Install New Lighting System	4/22/26	4/24/26
Laser Aim New Lighting System	4/24/26	4/24/26
Test and Commission New Lighting System	4/24/26	4/24/26
Field #5		
Demo Existing Lighting System	4/27/26	4/28/26
Install New Lighting System	4/29/26	5/1/26
Laser Aim New Lighting System	5/1/26	5/1/26
Test and Commission New Lighting System	5/1/26	5/1/26
Field #6		
Demo Existing Lighting System	5/4/26	5/5/26
Install New Lighting System	5/6/26	5/8/26
Laser Aim New Lighting System	5/8/26	5/8/26
Test and Commission New Lighting System	5/8/26	5/8/26
Field #7		
Demo Existing Lighting System	5/11/26	5/12/26
Install New Lighting System	5/13/26	5/16/26
Laser Aim New Lighting System	5/16/26	5/16/26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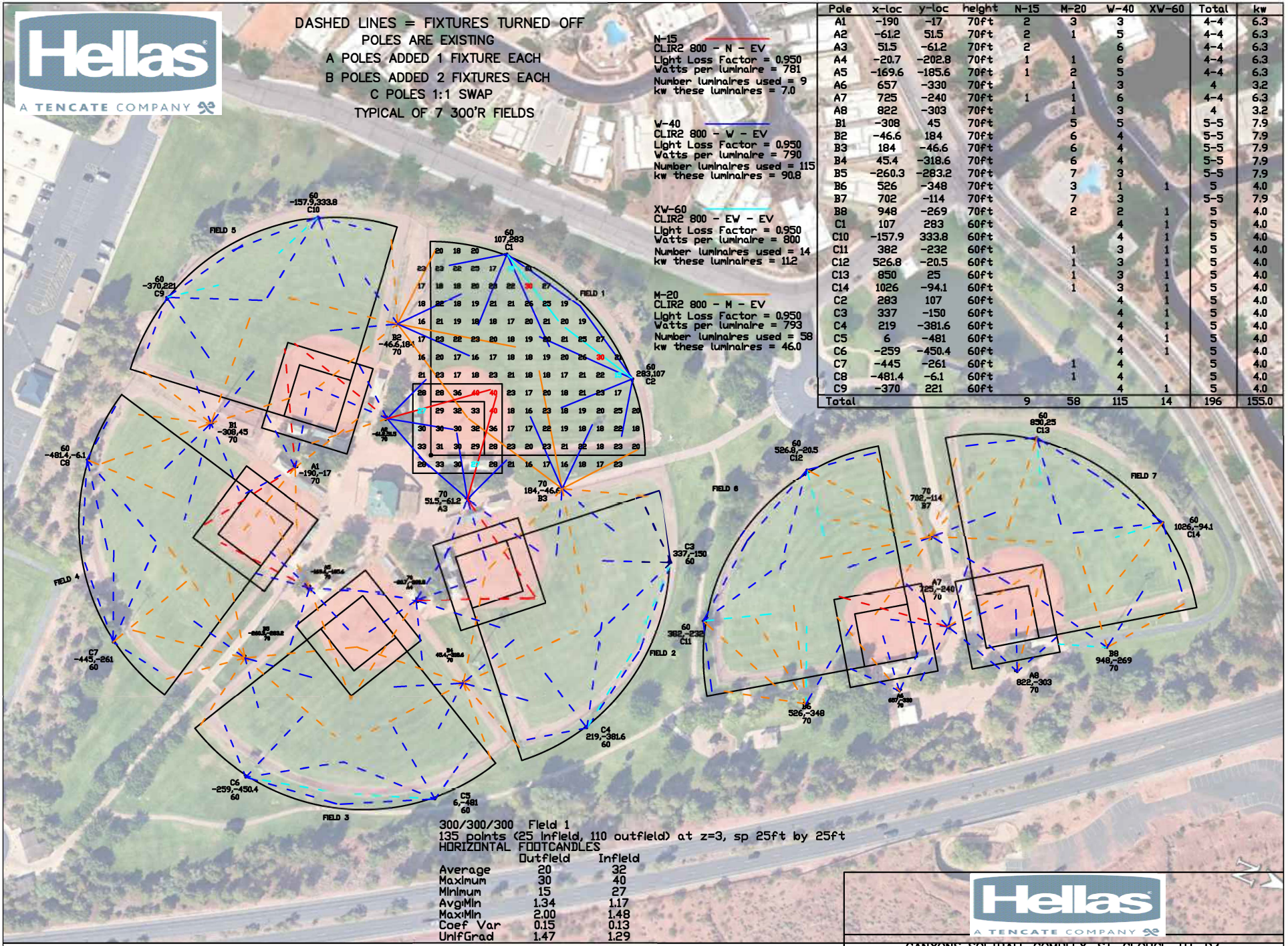
Mar 30, 2026
Apr 6, 2026
Apr 13, 2026
Apr 20, 2026
Apr 27, 2026
May 4, 2026
May 11, 2026
May 18, 2026
May 25, 2026
Jun 1, 2026
Jun 8, 2026
Jun 15, 2026
TASK
START
END
Test and Commission New Lighting System
5/16/26
5/16/26
Insert new rows ABOVE this one



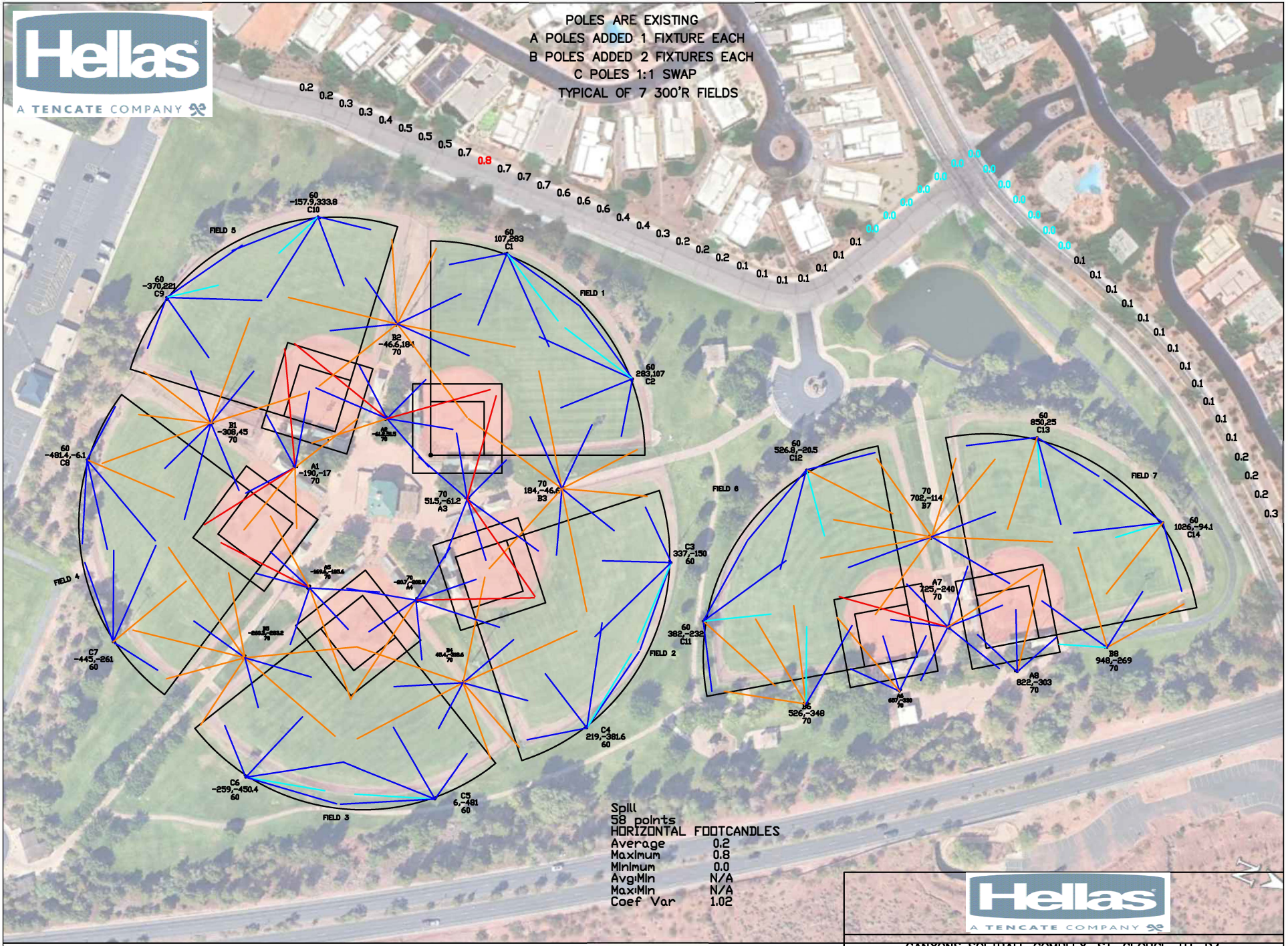
Pole	x-loc	y-loc	height	N-15	M-20	W-40	XW-60	Total	kw
A1	-190	-17	70ft	2	3	3		4-4	6.3
A2	-61.2	51.5	70ft	2	1	5		4-4	6.3
A3	51.5	-61.2	70ft	2		6		4-4	6.3
A4	-20.7	-202.8	70ft	1	1	6		4-4	6.3
A5	-169.6	-185.6	70ft	1	2	5		4-4	6.3
A6	657	-330	70ft		1	3		4	3.2
A7	725	-240	70ft	1	1	6		4-4	6.3
A8	822	-303	70ft		1	3		4	3.2
B1	-308	45	70ft		5	5		5-5	7.9
B2	-46.6	184	70ft		6	4		5-5	7.9
B3	184	-46.6	70ft		6	4		5-5	7.9
B4	45.4	-318.6	70ft		6	4		5-5	7.9
B5	-260.3	-283.2	70ft		7	3		5-5	7.9
B6	526	-348	70ft		3	1	1	5	4.0
B7	702	-114	70ft		7	3		5-5	7.9
B8	948	-269	70ft		2	2	1	5	4.0
C1	107	283	60ft			4	1	5	4.0
C10	-157.9	333.8	60ft			4	1	5	4.0
C11	382	-232	60ft		1	3	1	5	4.0
C12	526.8	-20.5	60ft		1	3	1	5	4.0
C13	850	25	60ft		1	3	1	5	4.0
C14	1026	-94.1	60ft		1	3	1	5	4.0
C2	283	107	60ft			4	1	5	4.0
C3	337	-150	60ft			4	1	5	4.0
C4	219	-381.6	60ft			4	1	5	4.0
C5	6	-481	60ft			4	1	5	4.0
C6	-259	-450.4	60ft			4	1	5	4.0
C7	-445	-261	60ft		1	4		5	4.0
C8	-481.4	-6.1	60ft		1	4		5	4.0
C9	-370	221	60ft			4	1	5	4.0
Total				9	58	115	14	196	155.0

300/300/300 Field 1
135 points (25 infield, 110 outfield) at z=3, sp 25ft by 25ft
HORIZONTAL FOOTCANDLES

	Outfield	Infield
Average	20	32
Maximum	30	40
Minimum	15	27
Avg/Min	1.34	1.17
Max/Min	2.00	1.48
Coef Var	0.15	0.13
UnifGrad	1.47	1.29

CANYONS SOFTBALL COMPLEX, ST. GEORGE, UT, D3

Revision 3 | 02/02/24 | Drawing 1 of 1 | 877-663-5968 WWW.GEOSPORTLIGHTING.COM



CANYONS SOFTBALL COMPLEX, ST. GEORGE, UT, D3

Revision 3	02/02/24	Drawing 1 of 1	877-663-5968 WWW.GEOSPORTLIGHTING.COM

CLIR²® SERIES

HIGH PERFORMANCE LED SYSTEM

Hellas®

A TENCATE COMPANY

This state-of-the-art LED lighting source features a durable solid-state design in an aluminum powder-coated housing increasing durability. It offers optimal thermal management for system stability, uniform light distribution with "multi-scale lenses", and reduced glare. The ultra-low EMI circuitry minimizes interference, and the Digital Contactor™ smart system enables wireless control while remaining compatible with older mechanical contactors in retrofit applications.

EFFICIENT. INNOVATIVE. BRIGHTER.

1-800-233-5714 | hellas.com

CLIR²® SERIES

HIGH PERFORMANCE LED SYSTEM

SPORT LIGHTING
DIVISION

Additionally, the lighting system is pre-aimed and pre-wired with simple bolt on mounting template for ease of installation. Guaranteed light levels provide end users peace of mind with low life-cycle costs and little to no maintenance. Overall, this lighting system is an efficient, durable, and reliable choice for all your sports lighting needs.

FEATURES

HOUSING: Aluminum Powder Coated

VISOR: Standard/Extended

BEAM ANGLE: Narrow/Medium/Wide/ Extra Wide

FIXTURE WEIGHT: 50 lbs

LUMEN OUTPUT: 100,000

CRI: >70Ra

INPUT VOLTAGE: 208-480V

THD: <15%

SURGE PROTECTION: 10kA Current Surge*
*additional 75 kA protection in remote enclosure

SYSTEM WATTS: 800W

CCT: 5700K

POWER FACTOR: 0.95

OPERATING TEMP: -40°C to +55°C

DRIVER: Integral/Remote

EPA: 1.3

IP RATING: IP66

L70 TESTED: >100,000 hours

RoHS COMPLIANT · DLC LISTED · UL CERTIFIED · GSA Advantage!

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- INSTANT ON/OFF
- ADVANCED CONTROL OPTIONS
- LOW COST OF OWNERSHIP

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9.27.24

Agenda Date: 03/05/2026 **Agenda Item Number:** 3b

Subject:

Consider approval to award bid to Feller Enterprises, LLC for construction of the Middleton Wash Trail.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Middleton Wash

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

This item is to award a bid to construct approximately one mile of trail along Middleton Wash. The bid includes removals, earthwork, storm drain, asphalt, concrete flatwork, retaining walls, and pedestrian bridge installation. Formal bids were requested for the project, and the City received eight bids. The low bid was from Feller Enterprises in the amount of $1,152,848.63. After bids were reviewed, it was determined that the Base Bid in the amount of $421,643.54 and the Additive Alternate in the amount of $731,205.09 be awarded due to the favorable bid amounts provided. The Middleton Wash Trail is a 2023 Trails, Parks and Recreation G.O. Bond project and is on the Citys Trail Master Plan. Staff recommends approval of awarding the Base Bid and the Additive Alternate to Feller Enterprises, LLC in the amount of $1,152,848.63 contingent upon approval of the budget amendment.

Staff Narrative (need/purpose):

The purpose of the bid is to construct approximately one mile of trail along Middleton Wash. This trail will connect the Middleton area to the Citys extensive trail system as currently there are no good trail connections. The bid is broken down into a Base Bid and an Additive Alternate. The Base Bid is for about 2,100 linear feet of paved trail starting at the existing end of the trail at Arroyo Circle and then heads north along Middleton Wash to Red Cliffs Drive. The Additive Alternate is for about 3,600 linear feet of paved trail starting at Red Hills Parkway and then heads north along Middleton Wash to Middleton Drive. The trail then heads west following the abandoned Middleton Drive alignment to Cottonwood Springs Road then turns north and ends at the intersection of Red Rock Road. Eight bids were received, but there is only enough project funding for the Base Bid. We are proposing a budget amendment on tonights agenda to fund the Additive Alternate. The lowest bid was received from Feller Enterprises in the amount of $1,152,848.63 which includes the Base Bid and the Additive Alternate.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $1,152,848.63

Amount approved in current FY budget for item: $600,000.00

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

funding source:

Based on the low bid and encumbered funds (consultants and pedestrian bridge) the total anticipated cost of the project is about $1.4M which exceeds the FY2026 budget by $800K. Funding will come from a reallocation of project amounts included in the Recreation General Obligation Project Fund. A budget amendment has been included on tonights agenda to fund the anticipated shortfall.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Staff recommends approval contingent upon approval of the budget amendment.

Attachments

BID TABULATION
Middleton Wash Trail
PREPARED BY Alliance Consulting
Project No. 4669
CLOSING DATE 2-12-2026

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 North Coral Canyon Blvd
Suite 201
Washington, UT 84780
t. 435.673.8060
f. 435.673.8065

Middleton Wash Trail Summary

No.	Contractor	Base Bid	Alternate	Total
1	Feller Enterprises	**$421,643.54**	**$731,205.09**	**$1,152,848.63**
2	Interstate Rock Products, Inc.	$542,319.50	$1,000,779.85	$1,543,099.35
3	Suncore Construction & Materials Inc.	$582,100.35	$747,196.30	$1,329,296.65
4	Caliber Contractor	$588,132.25	$760,516.40	$1,348,648.65
5	WRX Contracting	$662,518.17	$1,103,355.75	$1,765,873.92
6	Landmark Excavating Inc.	$686,786.00	$749,290.00	$1,436,076.00
7	Index Construction, LLC	$765,996.72	$1,148,621.41	$1,914,618.13
8	Progressive Contracting, Inc.	$823,418.02	$1,116,339.00	$1,939,757.02

BID TABULATION
Middleton Wash Trail
PREPARED BY Alliance Consulting
Project No. 4669
CLOSING DATE 2-12-2026

ALLIANCE CONSULTING
A Planning and Engineering Firm
2303 North Coral Canyon Blvd
Suite 201
Washington, UT 84780
t. 435.673.8060
f. 435.673.8065

Middleton Wash Trail South
Base Bid

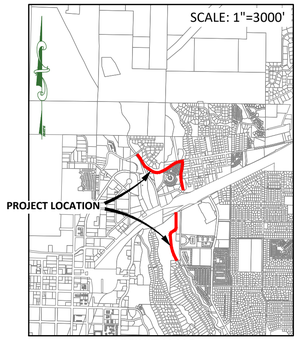
No.	Item	Quantity	Unit	Feller Enterprises		Interstate Rock Products		Suncore Construction & Materials Inc.		Caliber Contractor		WRX Contracting		Landmark Excavating, Inc.		Index Construction, LLC		Progressive Contracting, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
GENERAL																			
1	General Condition/Mobilization	1	LS	$25,000.00	$25,000.00	$46,600.00	$46,600.00	$64,848.00	$64,848.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$92,970.00	$92,970.00	$21,035.95	$21,035.95	$70,000.00	$70,000.00
2	Dust Control	1	LS	$5,692.80	$5,692.80	$690.00	$690.00	$8,196.00	$8,196.00	$16,500.00	$16,500.00	$15,000.00	$15,000.00	$16,550.00	$16,550.00	$10,517.97	$10,517.97	$15,358.40	$15,358.40
3	Traffic Control	1	LS	$8,889.69	$8,889.69	$10,800.00	$10,800.00	$3,298.00	$3,298.00	$2,500.00	$2,500.00	$9,000.00	$9,000.00	$9,160.00	$9,160.00	$25,000.00	$25,000.00	$10,440.00	$10,440.00
4	Clear and Grub (Approx 1.24 Acres)	1	LS	$2,805.52	$2,805.52	$1,000.00	$1,000.00	$13,876.00	$13,876.00	$8,500.00	$8,500.00	$16,140.00	$16,140.00	$12,340.00	$12,340.00	$9,520.08	$9,520.08	$8,700.00	$8,700.00
5	Pre-Construction Condition Documentation	1	LS	$959.58	$959.58	$850.00	$850.00	$1,962.00	$1,962.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,860.00	$2,860.00	$2,629.50	$2,629.50	$1,160.00	$1,160.00
6	SWPPP Prep, Documentation & BMP Items	1	LS	$5,778.95	$5,778.95	$2,350.00	$2,350.00	$6,424.00	$6,424.00	$11,000.00	$11,000.00	$4,200.00	$4,200.00	$5,275.00	$5,275.00	$12,350.73	$12,350.73	$6,900.00	$6,900.00
7	Tock Trackout Pad (1 Location)	1	LS	$3,148.45	$3,148.45	$2,200.00	$2,200.00	$3,295.00	$3,295.00	$1,750.00	$1,750.00	$900.00	$900.00	$4,080.00	$4,080.00	$525.90	$525.90	$4,074.50	$4,074.50
8	Silt Fence	2,130	LF	$2.97	$6,326.10	$3.50	$7,455.00	$3.80	$8,094.00	$4.00	$8,520.00	$1.97	$4,196.10	$3.40	$7,242.00	$4.20	$8,946.00	$5.50	$11,715.00
9	Wattles (Size 12")	150	LF	$6.97	$1,045.50	$11.00	$1,650.00	$4.90	$735.00	$5.00	$750.00	$6.21	$931.50	$16.00	$2,400.00	$39.29	$5,893.50	$12.61	$1,891.50
EARTHWORK																			
10	Earthwork/Rework [Approx (3540 CY)/Imported Fill(2,740 CY)]	1	LS	$43,286.01	$43,286.01	$109,500.00	$109,500.00	$131,961.00	$131,961.00	$113,250.00	$113,250.00	$137,700.00	$137,700.00	$129,350.00	$129,350.00	$202,585.37	$202,585.37	$200,000.00	$200,000.00
STORM DRAIN																			
11	3'x3' Inlet with Grate	5	Each	$3,645.24	$18,226.20	$3,900.00	$19,500.00	$3,489.00	$17,445.00	$4,250.00	$21,250.00	$6,439.49	$32,197.45	$4,185.00	$20,925.00	$4,281.97	$21,409.85	$4,582.00	$22,910.00
12	24" HDPE Storm Drain Pipe	205	LF	$65.98	$13,525.90	$80.00	$16,400.00	$55.00	$11,275.00	$95.00	$19,475.00	$77.51	$15,889.55	$102.00	$20,910.00	$112.36	$23,033.80	$102.23	$20,957.15
13	18" HDPE Storm Drain Pipe	40	LF	$49.67	$1,986.80	$60.50	$2,420.00	$37.00	$1,480.00	$85.00	$3,400.00	$70.69	$2,827.60	$81.00	$3,240.00	$161.75	$6,470.00	$90.92	$3,636.80
14	12" PVC SDR-35 Pipe with Inlet Box (2 Behive Grates)	55	LF	$150.59	$8,282.45	$310.00	$17,050.00	$84.50	$4,647.50	$62.00	$3,410.00	$113.83	$6,260.65	$92.50	$5,087.50	$212.47	$11,685.85	$273.01	$15,015.55
15	24" End Section with Rip-Rap & Filter Fabric	7	Each	$976.28	$6,833.96	$1,100.00	$7,700.00	$1,380.00	$9,660.00	$2,250.00	$15,750.00	$1,577.85	$11,044.95	$3,605.00	$25,235.00	$1,901.57	$13,310.99	$2,584.70	$18,092.90
16	18" End Section with Rip-Rap & Filter Fabric	2	Each	$897.91	$1,795.82	$1,000.00	$2,000.00	$1,264.00	$2,528.00	$2,000.00	$4,000.00	$1,011.04	$2,022.08	$3,565.00	$7,130.00	$4,224.66	$8,449.32	$2,339.21	$4,678.42
17	18" D50 Rip-Rap with Filter Fabric (Basalt Rock)	520	SF	$6.25	$3,250.00	$3.00	$1,560.00	$4.80	$2,496.00	$11.00	$5,720.00	$5.46	$2,839.20	$21.00	$10,920.00	$21.33	$11,091.60	$11.67	$6,068.40
18	12" D50 Rip-Rap with Filter Fabric (Basalt Rock)	1,200	SF	$5.18	$6,216.00	$3.00	$3,600.00	$4.50	$5,400.00	$9.25	$11,100.00	$5.16	$6,192.00	$13.50	$16,200.00	$14.93	$17,916.00	$10.44	$12,528.00

No.	Item	Quantity	Unit	Feller Enterprises		Interstate Rock Products		Suncore Construction & Materials Inc.		Caliber Contractor		WRX Contracting		Landmark Excavating, Inc.		Index Construction, LLC		Progressive Contracting, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
PAVING																			
19	2.5" Thick Asphalt (Voidless Asphalt Mix)	20,145	SF	$2.17	$43,714.65	$1.95	$39,282.75	$2.23	$44,923.35	$2.30	$46,333.50	$2.42	$48,750.90	$2.60	$52,377.00	$2.24	$45,124.80	$2.44	$49,153.80
20	6" Thick Type II Gravel Roadbase	20,145	SF	$1.70	$34,246.50	$1.25	$25,181.25	$1.60	$32,232.00	$1.50	$30,217.50	$1.19	$23,972.55	$1.20	$24,174.00	$1.26	$25,382.70	$1.62	$32,634.90
21	4" Thick Concrete Sidewalk Flatwork with 4" Roadbase	1,115	SF	$5.62	$6,266.30	$7.10	$7,916.50	$14.50	$16,167.50	$8.75	$9,756.25	$10.30	$11,484.50	$7.00	$7,805.00	$16.18	$18,040.70	$7.71	$8,596.65
22	Remove Existing Concrete (Approx 275 SF)	1	LS	$545.07	$545.07	$2,000.00	$2,000.00	$1,298.00	$1,298.00	$3,500.00	$3,500.00	$825.00	$825.00	$1,470.00	$1,470.00	$468.05	$468.05	$801.13	$801.13
23	Shoulder 1" Crushed Rock (Basalt)	10,340	SF	$1.78	$18,405.20	$1.10	$11,374.00	$1.10	$11,374.00	$2.50	$25,850.00	$1.09	$11,270.60	$1.00	$10,340.00	$3.14	$32,467.60	$2.61	$26,987.40
24	Trail Pavement Markings	1	LS	$1,269.96	$1,269.96	$1,150.00	$1,150.00	$1,263.00	$1,263.00	$2,250.00	$2,250.00	$1,380.00	$1,380.00	$1,030.00	$1,030.00	$4,844.85	$4,844.85	$1,160.00	$1,160.00
25	Trail Safety Rail (Power Coated)	415	LF	$122.14	$50,688.10	$82.00	$34,030.00	$139.00	$57,685.00	$115.00	$47,725.00	$121.00	$50,215.00	$91.50	$37,972.50	$134.69	$55,896.35	$266.80	$110,722.00
26	Sign Plaques and Wood Posts	7	Each	$412.74	$2,889.18	$380.00	$2,660.00	$357.00	$2,499.00	$550.00	$3,850.00	$445.72	$3,120.04	$269.00	$1,883.00	$728.50	$5,099.50	$401.36	$2,809.52
WALLS, BRIDGE																			
27	Install Stacked Rock Walls with Geo-Grid Faabric (Basalt Rock)	1,000	SF	$17.61	$17,610.00	$23.50	$23,500.00	$16.50	$16,500.00	$17.00	$17,000.00	$42.00	$42,000.00	$17.00	$17,000.00	$32.00	$32,000.00	$23.49	$23,490.00
28	Installation of 80' Span Bridge with Concrete Deck	1	LS	$30,393.01	$30,393.01	$37,400.00	$37,400.00	$32,000.00	$32,000.00	$33,500.00	$33,500.00	$36,000.00	$36,000.00	$64,210.00	$64,210.00	$50,515.86	$50,515.86	$39,614.00	$39,614.00
29	Concrete Abutment Walls & 6" Concrete Approaches	1	LS	$52,565.84	$52,565.84	$104,500.00	$104,500.00	$68,538.00	$68,538.00	$93,775.00	$93,775.00	$133,158.50	$133,158.50	$76,650.00	$76,650.00	$83,783.90	$83,783.90	$93,322.00	$93,322.00
			TOTAL		**$421,643.54**		**$542,319.50**		**$582,100.35**		**$588,132.25**		**$662,518.17**		**$686,786.00**		**$765,996.72**		**$823,418.02**

Middleton Wash Trail North
Alternate Bid

No.	Item	Quantitiy	Unit	Feller Enterprises		Interstate Rock Products		core Construction & Materials		Caliber Contractor		WRX Contracting							
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
GENERAL																			
30	General Condition/Mobilization	1	LS	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$54,858.00	$54,858.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00	$92,970.00	$92,970.00	$21,035.95	$21,035.95	$53,360.00	$53,360.00
31	Dust Control	1	LS	$5,692.80	$5,692.80	$420.00	$420.00	$8,196.00	$8,196.00	$17,000.00	$17,000.00	$10,000.00	$10,000.00	$16,550.00	$16,550.00	$5,258.99	$5,258.99	$26,000.00	$26,000.00
32	Traffice Control	1	LS	$6,349.78	$6,349.78	$2,450.00	$2,450.00	$3,298.00	$3,298.00	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$9,160.00	$9,160.00	$3,368.38	$3,368.38	$20,000.00	$20,000.00
33	Clear & Grub (Approx 0.72 Acres)	1	LS	$1,402.76	$1,402.76	$1,300.00	$1,300.00	$8,484.00	$8,484.00	$7,500.00	$7,500.00	$16,140.00	$16,140.00	$7,165.00	$7,165.00	$9,520.08	$9,520.08	$1,900.00	$1,900.00
34	Pre-Construction Condition	1	LS	$959.58	$959.58	$850.00	$850.00	$1,962.00	$1,962.00	$2,250.00	$2,250.00	$3,000.00	$3,000.00	$2,860.00	$2,860.00	$2,806.98	$2,806.98	$1,160.00	$1,160.00
35	SWPPP Prep, Documentation & BMP Items	1	LS	$5,778.95	$5,778.95	$1,150.00	$1,150.00	$6,424.00	$6,424.00	$13,500.00	$13,500.00	$4,200.00	$4,200.00	$5,275.00	$5,275.00	$5,613.97	$5,613.97	$5,800.00	$5,800.00
36	Rock Trackout Pad (1 Location)	1	LS	$3,148.45	$3,148.45	$2,200.00	$2,200.00	$3,295.00	$3,295.00	$1,800.00	$1,800.00	$900.00	$900.00	$4,080.00	$4,080.00	$1,051.80	$1,051.80	$3,248.00	$3,248.00
37	Silt Fence	1,420	LF	$3.01	$4,274.20	$3.50	$4,970.00	$3.80	$5,396.00	$4.50	$6,390.00	$1.97	$2,797.40	$3.40	$4,828.00	$4.20	$5,964.00	$5.50	$7,810.00

No.	Item	Quantity	Unit	Feller Enterprises		Interstate Rock Products		Suncore Construction & Materials Inc.		Caliber Contractor		WRX Contracting		Landmark Excavating, Inc.		Index Construction, LLC		Progressive Contracting, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
EARTHWORK																			
38	Earthwork(1,635CY)/Imported Fill(460 CY)	1	LS	$23,189.79	$23,189.79	$305,500.00	$305,500.00	$42,447.00	$42,447.00	$35,750.00	$35,750.00	$41,850.00	$41,850.00	$27,710.00	$27,710.00	$140,997.47	$140,997.47	$58,000.00	$58,000.00
STORM DRAIN																			
39	3'x3' Inlet Box (Cast In Place)	1	Each	$3,750.68	$3,750.68	$3,650.00	$3,650.00	$5,554.00	$5,554.00	$4,750.00	$4,750.00	$6,000.00	$6,000.00	$10,150.00	$10,150.00	$5,844.31	$5,844.31	$12,720.00	$12,720.00
40	12" PVC SDR-35 Pipe with Inlet Box (5 Behive Grates)	120	LF	$135.19	$16,222.80	$250.00	$30,000.00	$91.00	$10,920.00	$132.00	$15,840.00	$126.85	$15,222.00	$99.00	$11,880.00	$252.63	$30,315.60	$277.38	$33,285.60
41	12" D50 Rip-Rap with Filter Fabric (Basalt Rock)	350	SF	$6.26	$2,191.00	$3.00	$1,050.00	$4.50	$1,575.00	$9.50	$3,325.00	$5.16	$1,806.00	$14.50	$5,075.00	$13.77	$4,819.50	$10.44	$3,654.00
42	8" D50 Rip-Rap with Filter Fabric (Basalt Rock)	550	SF	$6.12	$3,366.00	$3.00	$1,650.00	$4.50	$2,475.00	$9.00	$4,950.00	$5.16	$2,838.00	$11.50	$6,325.00	$16.45	$9,047.50	$10.44	$5,742.00
POWER																			
43	Relocate Secondary/Communication Conduits (Cottonwood Springs Rd)	1	LS	$4,255.10	$4,255.10	$4,150.00	$4,150.00	$3,911.00	$3,911.00	$10,250.00	$10,250.00	$5,400.00	$5,400.00	$1,715.00	$1,715.00	$5,613.97	$5,613.97	$3,480.00	$3,480.00
PAVING																			
44	2.5" Thick Asphalt (Voidless Asphalt Mix)	32,335	SF	$2.54	$82,130.90	$1.95	$63,053.25	$2.23	$72,107.05	$2.25	$72,753.75	$2.30	$74,370.50	$2.60	$84,071.00	$2.24	$72,430.40	$2.44	$78,897.40
45	6" Thick Type II Gravel Roadbase	14,100	SF	$1.70	$23,970.00	$1.25	$17,625.00	$1.60	$22,560.00	$1.50	$21,150.00	$1.19	$16,779.00	$1.20	$16,920.00	$1.22	$17,202.00	$1.62	$22,842.00
46	Mill Existing Roadway	38,400	SF	$0.48	$18,432.00	$0.62	$23,808.00	$0.40	$15,360.00	$0.60	$23,040.00	$0.40	$15,360.00	$0.55	$21,120.00	$0.58	$22,272.00	$2.03	$77,952.00
47	4" Thick Concrete Sidewalk Flatwork with 4" Roadbase	2,935	SF	$6.59	$19,341.65	$8.35	$24,507.25	$14.50	$42,557.50	$8.75	$25,681.25	$9.70	$28,469.50	$7.00	$20,545.00	$10.44	$30,641.40	$7.71	$22,628.85
48	30" Highback Curb & Gutter (Approx 35LF)(1700 E & Middleton Dr.)	85	LF	$37.87	$3,218.95	$50.00	$4,250.00	$63.00	$5,355.00	$58.00	$4,930.00	$36.00	$3,060.00	$40.00	$3,400.00	$82.45	$7,008.25	$39.59	$3,365.15
49	ADA Ramp	1	Each	$2,143.88	$2,143.88	$3,550.00	$3,550.00	$2,586.00	$2,586.00	$5,000.00	$5,000.00	$5,400.00	$5,400.00	$2,335.00	$2,335.00	$3,964.62	$3,964.62	$5,263.50	$5,263.50
50	Remove Existing Concrete & ADA Ramp (Approx 540 LF)	1	LS	$545.07	$545.07	$730.00	$730.00	$2,143.00	$2,143.00	$1,750.00	$1,750.00	$1,200.00	$1,200.00	$815.00	$815.00	$936.10	$936.10	$1,879.20	$1,879.20
51	Remove Existing Curb and Gutter (Approx 35 LF)(1700 E & Middleton Dr.)	1	LS	$272.53	$272.53	$180.00	$180.00	$734.00	$734.00	$950.00	$950.00	$1,920.00	$1,920.00	$280.00	$280.00	$936.10	$936.10	$754.00	$754.00
52	Shoulder 1" Crushed Rock (Basalt)	7,145	SF	$1.79	$12,789.55	$1.10	$7,859.50	$1.10	$7,859.50	$2.50	$17,862.50	$1.63	$11,646.35	$1.00	$7,145.00	$5.69	$40,655.05	$2.61	$18,648.45
53	Shoulder Milled Asphalt	9,155	SF	$1.18	$10,802.90	$0.27	$2,471.85	$0.35	$3,204.25	$2.38	$21,788.90	$0.78	$7,140.90	$0.70	$6,408.50	$1.21	$11,077.55	$2.44	$22,338.20
54	6" Thick Concrete (Driveway Approach) with 6" Base	70	SF	$13.52	$946.40	$19.00	$1,330.00	$17.00	$1,190.00	$15.00	$1,050.00	$12.20	$854.00	$10.00	$700.00	$20.19	$1,413.30	$13.56	$949.20
55	Trail Pavement Markings	1	LS	$1,943.03	$1,943.03	$1,800.00	$1,800.00	$1,846.00	$1,846.00	$3,250.00	$3,250.00	$2,016.00	$2,016.00	$1,665.00	$1,665.00	$4,844.85	$4,844.85	$1,774.80	$1,774.80
56	Trail Safety Rail (Powder-Coated)	1,095	LF	$121.41	$132,943.95	$82.00	$89,790.00	$140.00	$153,300.00	$112.00	$122,640.00	$121.00	$132,495.00	$91.50	$100,192.50	$135.08	$147,912.60	$266.80	$292,146.00
57	Sign Plaques and Wood Posts	10	Each	$412.74	$4,127.40	$370.00	$3,700.00	$357.00	$3,570.00	$450.00	$4,500.00	$390.00	$3,900.00	$280.00	$2,800.00	$1,000.00	$10,000.00	$401.36	$4,013.60
WALLS																			
58	Stacked Concrete Block Wall (Stone Look)	1,535	SF	$65.56	$100,634.60	$50.00	$76,750.00	$41.00	$62,935.00	$47.00	$72,145.00	$46.46	$71,316.10	$47.00	$72,145.00	$93.10	$142,908.50	$50.75	$77,901.25
59	Stacked Crock Walls with Geo-Grid Fabric (Basalt Rock)(Wall Drains)	11,410	SF	$16.84	$192,144.40	$23.50	$268,135.00	$16.50	$188,265.00	$17.00	$193,970.00	$49.50	$564,795.00	$17.50	$199,675.00	$32.00	$365,120.00	$20.88	$238,240.80
60	Concrete Retaining Wall	1	LS	$4,235.99	$4,235.99	$1,900.00	$1,900.00	$2,829.00	$2,829.00	$14,750.00	$14,750.00	$3,480.00	$3,480.00	$3,330.00	$3,330.00	$18,040.19	$18,040.19	$10,585.00	$10,585.00
			TOTAL	**$731,205.09**		**$1,000,779.85**		**$747,196.30**		**$760,516.40**		**$1,103,355.75**		**$749,290.00**		**$1,148,621.41**		**$1,116,339.00**	
	COMBINED BASE BID AND ALTERNATE BID			**$1,152,848.63**		**$1,543,099.35**		**$1,329,296.65**		**$1,348,648.65**		**$1,765,873.92**		**$1,436,076.00**		**$1,914,618.13**		**$1,939,757.02**	

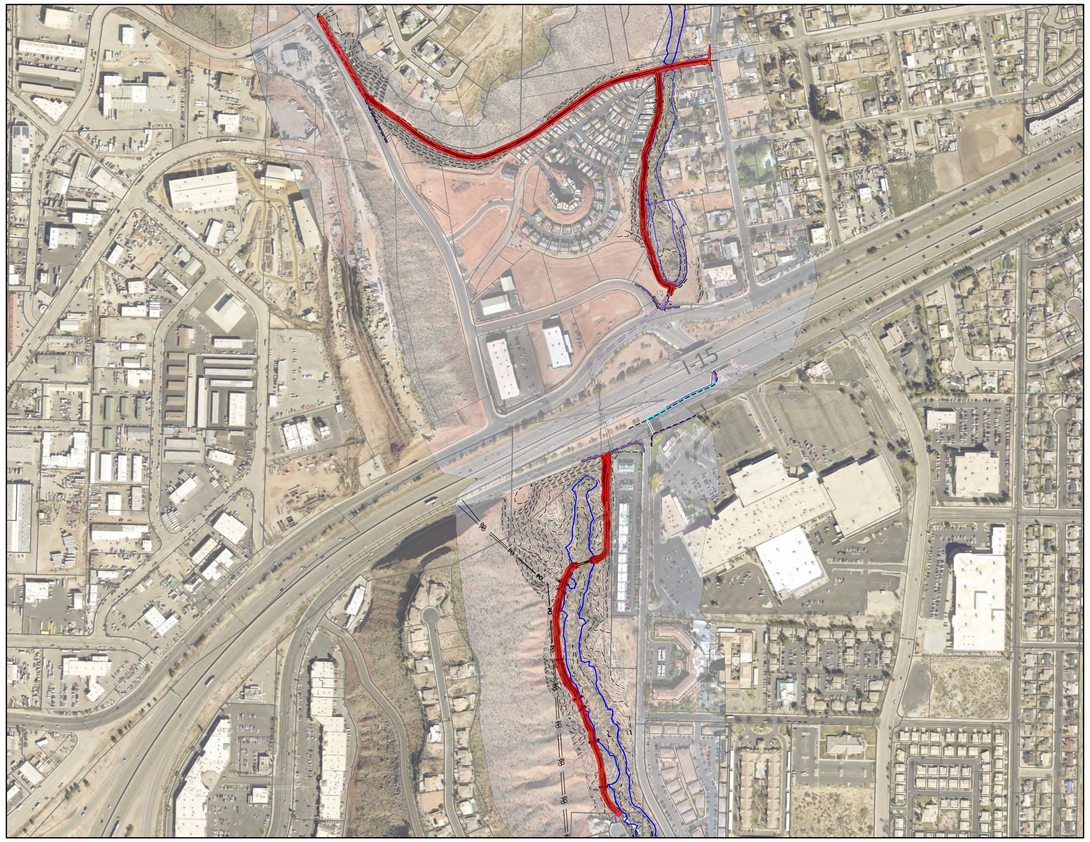


VICINITY MAP

MIDDLETON WASH TRAIL
FOR
CITY OF ST. GEORGE

LOCATED IN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UT

PROJECT DRAWING INDEX		
SHEET NO.		DESCRIPTION
1	C1.0	COVER SHEET
2	C1.1	CONTROL MAP
3-4	C1.2-1.3	SWPPP
5	C1.4	DEMOLITION PLAN
6	C1.5	TRAIL DETAIL SECTION VIEWS
7-8	C1.6-C1.7	CUT/FILL VOLUME NORTH & SOUTH
9-14	C2.0-C2.5	TRAIL PLAN AND PROFILE NORTH
15-17	C2.5-C2.7	TRAIL PLAN AND PROFILE SOUTH
18-19	C2.8-C2.9	STORM DRAIN SECTIONS
20-21	C2.10-C2.11	80' PEDESTRIAN SPAN BRIDGE DETAILS
22-27	C2.12-C2.17	TRAIL SECTION VIEWS
28-33	C3.0-C3.4	DETAILS



NORTH

GRAPHIC SCALE

400 0 200 400 800

(IN FEET)

1 inch = 400 ft.

If Printed 11x17 use Half Scale

CALL 811 BEFORE YOU DIG
811
SAFE DIGGING PARTNER
BLUE STAKES OF UTAH

GENERAL NOTES:

1. Unless shown otherwise on these plans, all construction shall conform to the codes and ordinances of City of St. George, the State of Utah Administrative Codes, "The International Plumbing Code", and the "International Building Code" latest editions as administered by St. George City.
2. The Contractor shall be responsible for the location of and protection of all existing underground utilities and overhead power line during construction.
3. The Benchmark for this project is a class one monument located on Gateway Drive. Monument #174919 -Elevation: 2847.16
4. Existing contour and finish contour interval is 2 feet.
5. Any necessary design modifications shall be approved by the design engineer.
6. All grading to be within ±0.1' of proposed elevation.

CONSTRUCTION NOTES:

1. All excavation and grading shall be in accordance with the requirements of the City of St. George standards, of the "international Building Code", latest edition.
2. All excavation, grading, and fill operations within the pipe area should be observed by the Field Engineer to verify Subsoil conditions, and determine adequacy of site preparation, suitability of fill materials and compliance with compaction requirements.
3. The Contractor shall provide suitable equipment to control dust and air pollution caused by construction operations. The contractor shall also provide suitable mud and dirt containment to maintain clean conditions on the work site, access roadways and adjacent properties.
4. Prior to and during compaction operations, all backfill material shall have the required moisture content uniform throughout each layer.
5. All Rip-Rap rock must be approved by owner.
6. Contractor must protect existing facilities.
7. In the event of a conflict between the engineered drawings and St. George City Construction Design Standards the St. George City Construction Design Standards will apply.
8. Contractor is responsible & required to coordinate with all utility company's to locate, work with and work around existing and new utilities. The contractor shall relocate any miscellaneous utilities during the construction project.
9. Contractor is responsible and required to obtain their own UPDES/NOI permits.
10. It is the contractors responsibility to identify all and any SWPPP requirements.
11. The contractor must stay within the designated construction area.
12. All staging for the project must be coordinated with St. George City, but is the responsibility of the contractor.
13. Contractor is responsible to obtain encroachment permits.
14. ALL Asphalt shall be cut to Neat Line.
15. Utility Locations are approximate and must be field located prior to beginning.

OWNER

CITY OF ST. GEORGE
ATT: MR. MARK GOBLE
390 NORTH 3050 EAST
ST. GEORGE, UT 84790
PHONE: (435)627-4538
EMAIL: mark.goble@sgcityutah.gov

ENGINEER

ALLIANCE CONSULTING
2303 N. CORAL CANYON BLVD. SUITE 201
WASHINGTON, UT 84780-0577
PHONE: (435) 673-8060
FAX: (435) 673-8065
ENGINEER: MR. DELOSS HAMMON
CONTACT: MR. CRAIG COATS
EMAIL: ccoats@allianceconsulting.us

GEOTECHNICAL REPORTS:

The contractor is responsible to read and fully understand the Geotech report and to coordinate with the geotechnical engineer throughout the grading process to ensure that the report's recommendations are implemented from the beginning to the end of the projects construction. The owner will contract with the geotechnical engineer for his representatives to be on site throughout the grading process to ensure full compliance with the geotechnical report's recommendations. Refer to following reports.

1. Landmark Geotechnical Investigation Report, Middleton Wash Trail. Landmark Project No.250316, Dated: September 19, 2025.

Date: 1-6-2026

REVISIONS

No.	Date	by	Description

File Name
Middleton Wash Trail OPT3.dwg

ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

UTAH
2303 N CORAL CANYON BLVD
SUITE 201,
WASHINGTON, UT 84780
435-673-8060

NORTH DAKOTA
621 26th STREET W.
WILLISTON, ND 58801
701-572-8100

MIDDLETON WASH TRAIL
GRADING
COVER
FOR
CITY OF ST. GEORGE
LOCATED IN SEC 20 & 21
TOWNSHIP 42 SOUTH, RANGE 15 WEST SLB&M
CITY OF ST. GEORGE, WASHINGT COUNTY, UTAH

REGISTERED PROFESSIONAL ENGINEER
No. 4804458
DELOSS S HAMMON
11/6/25
STATE OF UTAH

Drawn By:	Scale:
NTP	1"= 400'
Client No.	Project No.
4669-24	4669-24

Drawing Sheet
C1.0

Sheet 1 of 33 Sheets

BERM BAG

70 LF SILT FENCE
SEE DETAIL D/C3.0

BERM BAG

205 LF SILT FENCE
SEE DETAIL D/C3.0

COTTONWOOD SPRINGS RD

TWIN LAKES DR

BERM BAG

BERM BAG

1,145 LF SILT FENCE
SEE DETAIL D/C3.0

TRACKING PAD
SEE DETAIL A/C3.0

GATEWAY DR

BERM BAGS

LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROP. SHOULDER (MILLED ASPH)
- PROP. SHOULDER (BASALT)
- PROPOSED RIP-RAP
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING SEWER PIPE
- EXISTING STORM DRAIN
- EXISTING HIGH PRESSURE GAS
- EXISTING POWER
- PROPOSED STORM DRAIN PIPE & BEEHIVE GRATE
- PROP 4" PVC WALL DRAIN
- PROPOSED HANDRAIL
- PROPOSED ROCK WALL
- CONSTRUCTION LIMITS
- EXISTING FLOODPLAIN
- 3393.00 EOA — ELEVATION LABEL
- HP/LP — HIGH POINT/LOW POINT
- 2622 — DESIGN CONTOUR
- (2622) — EXISTING CONTOUR
- EXISTING CURB
- SILT FENCE - APPROX. 1,420 LF
- TRACKING PAD (1 LOCATION)
- BERM BAG (6 LOCATIONS)

GRAPHIC SCALE

80 0 40 80 160

(IN FEET)
1 inch = 80 ft.
If Printed 11x17 use Half Scale

NORTH

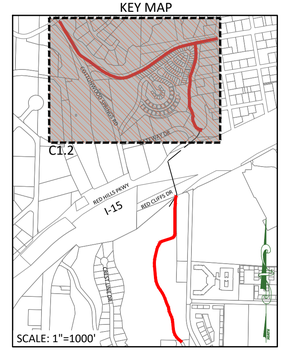
Date: 1-6-2026

REVISIONS

No.	Date	by	Description

File Name
Middleton Wash Trail OPT3.dwg

KEY MAP



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

UTAH
2303 N CORAL CANYON BLVD
SUITE 201,
WASHINGTON, UT 84780
435-673-8060

NORTH DAKOTA
621 26th STREET W.
WILLISTON, ND 58801
701-572-8100

MIDDLETON WASH TRAIL
SWPPP
NORTH

FOR

CITY OF ST. GEORGE

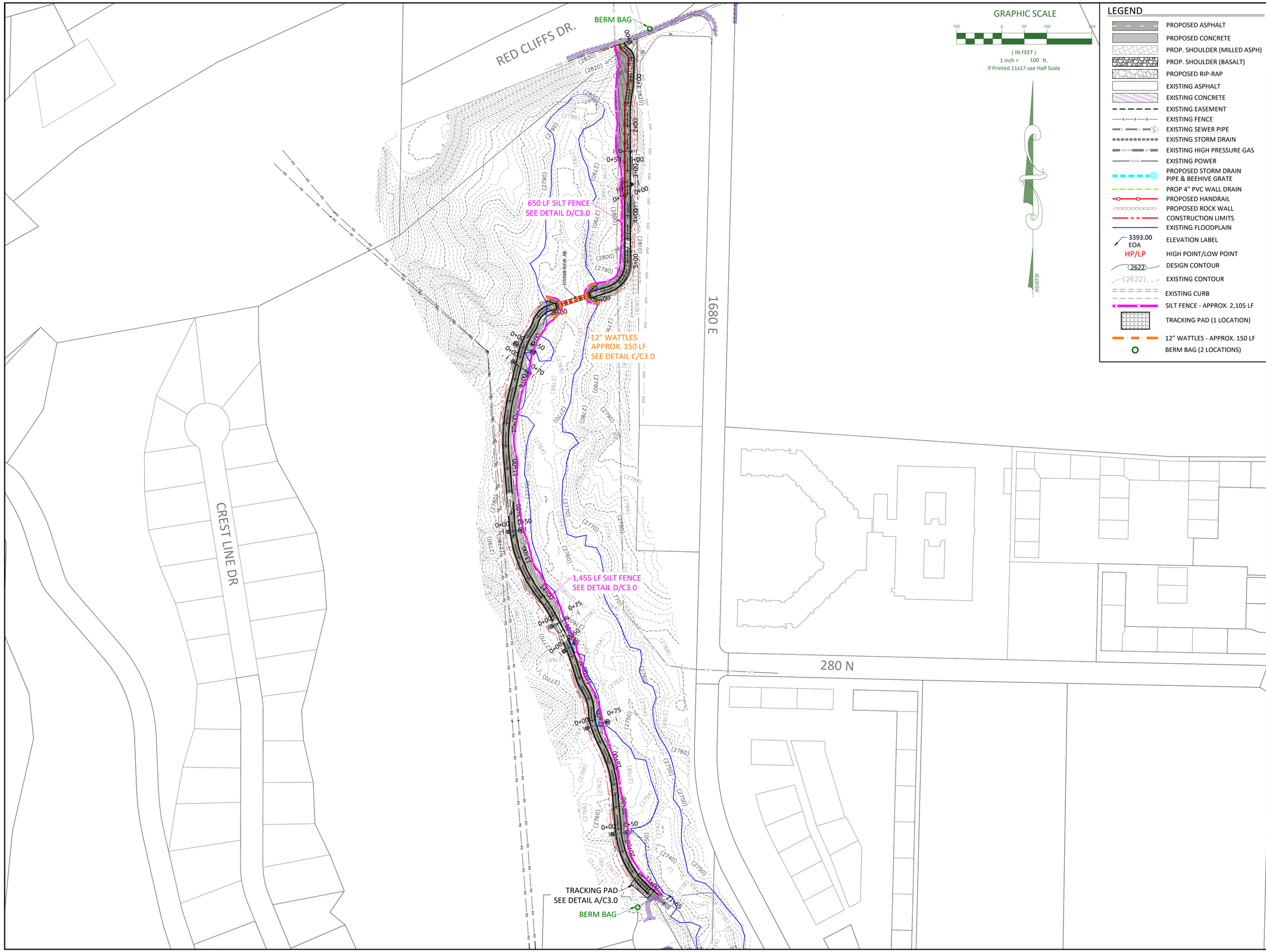
LOCATED IN SEC 20 & 21
TOWNSHIP 42 SOUTH, RANGE 15 WEST SLB&M
CITY OF ST. GEORGE, WASHINGT COUNTY, UTAH

REGISTERED PROFESSIONAL ENGINEER
No. 4804458
DELOSS S HAMMON
STATE OF UTAH

Drawn By: NTP	Scale: 1"= 80'
Client No. 4669-24	Project No. 4669-24

Drawing Sheet
C1.2

Sheet 3 of 33 Sheets



GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.
If Printed 11x17 use Half Scale

NORTH

LEGEND

- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROP. SHOULDER (MILLED ASPH)
- PROP. SHOULDER (BASALT)
- PROPOSED RIP-RAP
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING EASEMENT
- EXISTING FENCE
- EXISTING SEWER PIPE
- EXISTING STORM DRAIN
- EXISTING HIGH PRESSURE GAS
- EXISTING POWER
- PROPOSED STORM DRAIN PIPE & BEEHIVE GRATE
- PROP 4" PVC WALL DRAIN
- PROPOSED HANDRAIL
- PROPOSED ROCK WALL
- CONSTRUCTION LIMITS
- EXISTING FLOODPLAIN
- 3393.00 EOA — ELEVATION LABEL
- HP/LP — HIGH POINT/LOW POINT
- 2622 — DESIGN CONTOUR
- (2622) — EXISTING CONTOUR
- EXISTING CURB
- SILT FENCE - APPROX. 2,105 LF
- TRACKING PAD (1 LOCATION)
- 12" WATTLES - APPROX. 150 LF
- BERM BAG (2 LOCATIONS)

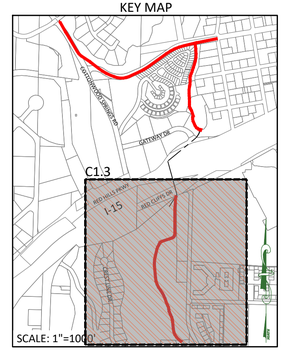
Date: 1-6-2026

REVISIONS

No.	Date	by	Description

File Name
Middleton Wash Trail OPT3.dwg

KEY MAP



ALLIANCE CONSULTING
A PLANNING AND ENGINEERING FIRM

UTAH
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SUITE 201,
WASHINGTON, UT 84780
435-673-8060

NORTH DAKOTA
621 26th STREET W.
WILLISTON, ND 58801
701-572-8100

MIDDLETON WASH TRAIL
SWPPP
SOUTH

FOR

CITY OF ST. GEORGE

LOCATED IN SEC 20 & 21
TOWNSHIP 42 SOUTH, RANGE 15 WEST SLB&M
CITY OF ST. GEORGE, WASHINGT COUNTY, UTAH

REGISTERED PROFESSIONAL ENGINEER
No. 4804458
DELOSS S HAMMON
STATE OF UTAH

Drawn By: NTP	Scale: 1"= 100'
Client No. 4669-24	Project No. 4669-24

Drawing Sheet
C1.3

Sheet 4 of 33 Sheets

Agenda Date: 03/05/2026 **Agenda Item Number:** 3c

Subject:

Consider approval to award bid to WRX Contracting, LLC for construction of the Snake Hollow Bike Park Paving and Repairs project.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Snake Hollow Bike Park, 1500 North Lava Flow Drive

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

This item is to award a bid to pave the existing pump tracks and dirt jump zone and repair the existing dirt tracks for the gravity jump trails and progressive drop zone at the Snake Hollow Bike Park. The bid includes asphalt paving, repairs to existing dirt tracks, and owner staff training. Formal bids were requested for the project and the City received four bids. The low bid was from WRX Contracting in the amount of $355,679.37. After bids were reviewed, it was determined that the Base Bid in the amount of $272,829.12 and the Additive Alternate in the amount of $82,850.25 be awarded due to the favorable bid amounts provided. In 2025, the City was awarded a $250,000 UORG grant to pave the pump tracks at the Snake Hollow Bike Park. Staff recommends approval of awarding the Base Bid and Additive Alternate 1 to WRX Contracting, LLC in the amount of $355,679.37.

Staff Narrative (need/purpose):

The purpose of the bid is to pave the existing pump tracks and dirt jump zone and repair the existing dirt tracks for the gravity jump trails and progressive drop zone at the Snake Hollow Bike Park. The existing dirt tracks are in poor condition and need repair. To help alleviate constant maintenance of the dirt tracks it is proposed to pave with asphalt the pump tracks and dirt jump zone which are the more heavily used areas of the bike park. The bid is broken down into a Base Bid and Additive Alternate 1. The Base Bid is to pave the pump tracks and repair the existing dirt tracks for the gravity jump trails and progressive drop zone. Additive Alternate 1 is for paving the dirt jump zone. Four bids were received, but the project is not currently funded. We are proposing a budget amendment to fund the project. The UORG grant awarded in 2025 will fund 50% of the project up to $250,000. The lowest bid was received from WRX Contracting in the amount of $355,679.37 which includes the Base Bid and Additive Alternate 1.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $355,679.37

Amount approved in current FY budget for item: $00.00

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

funding source:

Based on the low bid and potential unforeseen costs, the total anticipated cost of the project is about $400K. Funding will come from the Recreation, Arts, and Parks Tax (RAP Tax) Fund. A budget amendment has been included on tonights agenda to fund the project.

Description of funding source:

Recreation, Arts, and Parks Tax (RAP Tax) Fund

Recommendation (Include any conditions):

Staff recommends approval contingent upon approval of the budget amendment.

Attachments

CITY OF ST. GEORGE

SNAKE HOLLOW BIKE PARK PAVING & REPAIRS (26-264)

BID TAB - FEBRUARY 17, 2026

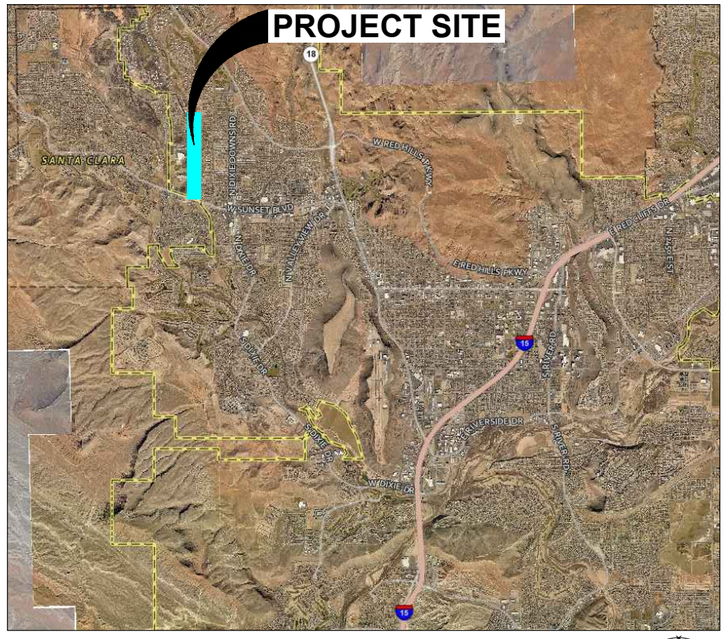
BASE BID											
ITEM #	ITEM DESCRIPTION	QTY	UNITS	WRX CONTRACTING		SUNCORE		INTERSTATE ROCK		PCI	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	MOBILIZATION	1	LUMP	$25,000.00	$25,000.00	$35,441.00	$35,441.00	$30,000.00	$30,000.00	$100,000.00	$100,000.00
2	ENVIRONMENTAL PROTECTION	1	LUMP	$12,000.00	$12,000.00	$4,707.00	$4,707.00	$6,850.00	$6,850.00	$9,000.00	$9,000.00
3	TRAFFIC CONTROL	1	LUMP	$14,400.00	$14,400.00	$11,573.00	$11,573.00	$1,050.00	$1,050.00	$4,500.00	$4,500.00
4	3" ASPHALT PAVING, VOIDLESS MIX (PUMP TRACK), 14,700 SQ FT	285	TON	$249.16	$71,010.60	$288.00	$82,080.00	$300.00	$85,500.00	$800.00	$228,000.00
5	REMOVE AND REPLACE SPLIT RAIL FENCE	60	FEET	$180.00	$10,800.00	$11.50	$690.00	$4.75	$285.00	$200.00	$12,000.00
6	4" CAP MATERIAL (REPAIR GRAVITY JUMP TRAILS)	265	CU YD	$187.96	$49,809.40	$197.00	$52,205.00	$250.00	$66,250.00	$540.00	$143,100.00
7	4" CAP MATERIAL (REPAIR PROGRESSIVE DROP ZONE)	260	CU YD	$189.16	$49,181.60	$204.00	$53,040.00	$250.00	$65,000.00	$540.00	$140,400.00
8	4" CAP MATERIAL (REPAIR PUMP & BUMP SKILLS LOOP)	192	CU YD	$185.56	$35,627.52	$197.00	$37,824.00	$250.00	$48,000.00	$540.00	$103,680.00
9	4" CAP MATERIAL (REPAIR DIRT JUMP ZONE)	-	CU YD	$191.56	$0.00	$206.00	$0.00	$250.00	$0.00	$540.00	$0.00
10	OWNER STAFF TRAINING	1	LUMP	$5,000.00	$5,000.00	$422.00	$422.00	$1,750.00	$1,750.00	$100,000.00	$100,000.00
			BASE BID TOTAL		**$272,829.12**		**$277,982.00**		**$304,685.00**		**$840,680.00**

ADDITIVE ALTERNATE #1											
ITEM #	ITEM DESCRIPTION	QTY	UNITS	WRX CONTRACTING		SUNCORE		INTERSTATE ROCK		PCI	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1-1	MOBILIZATION	1	LUMP	$1,000.00	$1,000.00	$3,184.00	$3,184.00	$3,100.00	$3,100.00	$30,000.00	$30,000.00
1-2	TRAFFIC CONTROL	1	LUMP	$1,000.00	$1,000.00	$2,707.00	$2,707.00	$1,050.00	$1,050.00	$5,000.00	$5,000.00
1-3	3" ASPHALT PAVING, VOIDLESS MIX (DIRT JUMP ZONE), 17,000 SQ FT	325	TON	$248.77	$80,850.25	$291.00	$94,575.00	$300.00	$97,500.00	$800.00	$260,000.00
			ADDITIVE ALTERNATE #1 TOTAL		**$82,850.25**		**$100,466.00**		**$101,650.00**		**$295,000.00**

			GRAND TOTAL		**$355,679.37**		**$378,448.00**		**$406,335.00**		**$1,135,680.00**

CITY OF ST. GEORGE
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS

BID INQUIRY NO. 26-264
FEBRUARY 2026



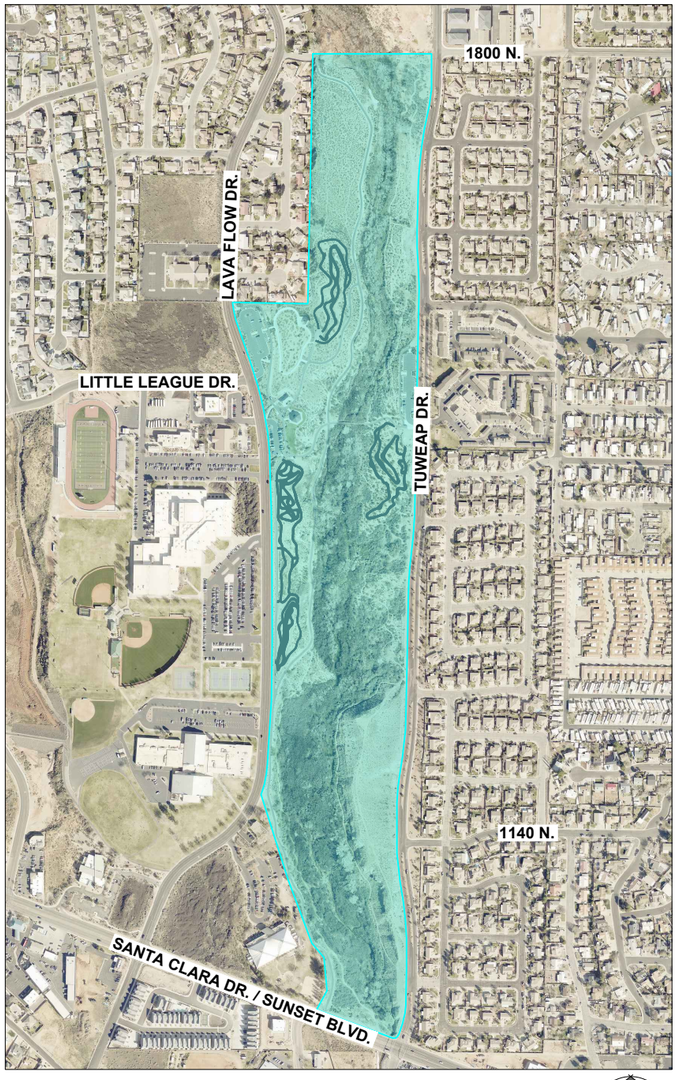
VICINITY MAP
(N.T.S.)

NORTH

OWNER & PREPARED BY

St.George
THE BRIGHTER SIDE

61 SOUTH MAIN STREET
ST. GEORGE, UTAH 84770
(435) 627-4000



SNAKE HOLLOW BIKE PARK
(N.T.S.)

NORTH

BIKE PARK PAVING & REPAIRS SHEET INDEX		
SHEET	**NO.**	**SHEET TITLE**
CV-1	1	COVER SHEET
PN-1	1	PROJECT NOTES
SP-1	1	SITE PLAN - OVERALL & INDEX MAP
SP-2	1	SITE PLAN - GRAVITY JUMP TRAILS
SP-3	1	SITE PLAN - PROGRESSIVE DROP ZONE
SP-4	1	SITE PLAN - PUMP TRACKS
SP-5	1	SITE PLAN - PUMP & BUMP SKILLS LOOP
SP-6	1	SITE PLAN - DIRT JUMP ZONE
SPD-1	1	SITE PLAN DETAILS

ORIGINAL BIKE PARK PLANS SHEET INDEX		
SHEET	**NO.**	**SHEET TITLE**
BP1.0	1	OVERALL SITE KEY
BP1.1-BP1.5	6	FEATURE PARK ENLARGEMENT
BP2.1-BP2.6	6	LOOP TRAIL PLAN
BP3.0-BP3.5	6	DETAILS

811
Know what's below.
Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

COVER SHEET
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS
1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
CV-1

2/2/2026 9:50 AM G:\Shared drives\Park\Planning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Repairs_2026.dwg

SHEET SP-3

SHEET SP-2

SHEET SP-5

SHEET SP-4

SHEET SP-6

NORTH

200 0 100 200 400

(IN FEET)

1 inch = 200 ft.

811 Know what's below. Call before you dig.

REVISIONS:			
NO.	DATE	BY	DESCRIPTION

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SIG

SITE PLAN - OVERALL & INDEX MAP

SNAKE HOLLOW BIKE PARK PAVING & REPAIRS

1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-1

2/2/2026 9:50 AM G:\Shared drives\Park Planning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construction Drawings\Repairs_2026.dwg

UNEVEN LANDINGS.

POOR DRAINAGE IN FRONT OF KICKER RAMPS.

TRAIL EROSION.

REMOVE FENCE TO ACCESS STORAGE AREA. REPLACE FENCE AFTER REPAIR WORK COMPLETE.

CAP MATERIAL STAGING AREA. ACCESS FROM 1800 N AND FOLLOW TRAIL.

BASE BID:
AREA TO REPAIR
ADDING 4" OF CAP MATERIAL TO ENTIRE HATCHED AREA
21,220 SF
265 CY

EROSION IN FRONT OF KICKER RAMP FOR WHALE TAIL.

DIRT BERM SURFACE IS CHOPPY.

NOTES:
1) PHOTOS SHOW SOME OF THE WORST AREAS IN NEED OF REPAIR.
2) ADDING 4" OF CAP MATERIAL TO ALL DIRT TRAILS/FEATURES.
3) DO NOT COVER ROCK GARDENS OR PREFABRICATED FEATURES WITH CAP MATERIAL.
4) ALL PREFABRICATED FEATURES ARE IN GOOD CONDITION BUT DIRT APPROACHES & EXITS NEED REPAIR.
5) REFER TO ORIGINAL BIKE PARK PLANS FOR DIRT TRAILS/FEATURES LAYOUT AND DETAILS.
6) PROTECT IN PLACE EXISTING VEGETATION.

NORTH

50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SIG

SITE PLAN - GRAVITY JUMP TRAILS
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS
1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-2

G:\Shared drives\ParkPlanning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construction Drawings\Repairs_2026.dwg
2/2/2026 9:50 AM

TRAIL EROSION.

DIRT APPROACHES TO LADDER DROPS.

TRAIL EROSION.

CAP MATERIAL STAGING AREA. ACCESS FROM TUWEAP DRIVE.

BASE BID:
AREA OF REPAIR
ADDING 4" OF CAP MATERIAL
TO ENTIRE HATCHED AREA
20,900 SF
260 CY

TRAIL EROSION.

UNEVEN LANDINGS.

NOTES:
1) PHOTOS SHOW SOME OF THE WORST AREAS IN NEED OF REPAIR.
2) ADDING 4" OF CAP MATERIAL TO ALL DIRT TRAILS/FEATURES.
3) DO NOT COVER ROCK GARDENS OR PREFABRICATED FEATURES WITH CAP MATERIAL.
4) ALL PREFABRICATED FEATURES ARE IN GOOD CONDITION BUT DIRT APPROACHES & EXITS NEED REPAIR.
5) REFER TO ORIGINAL BIKE PARK PLANS FOR DIRT TRAILS/FEATURES LAYOUT AND DETAILS.
6) PROTECT IN PLACE EXISTING VEGETATION.

NORTH

50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SITE PLAN - PROGRESSIVE DROP ZONE
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS
1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-3

G:\Shared drives\Park\Planning\Parks\Snake Hollow Bike Park\2026 Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construct

2/2/2026 9:50 AM

POOR DRAINAGE BETWEEN DIRT ROLLERS.

DIRT ROLLER SURFACE IS CHOPPY.

TOP OF DIRT BERM IS UNEVEN.

DIRT BERM SURFACE IS CHOPPY.

TRAIL EROSION.

NOTES:

1) PHOTOS SHOW SOME OF THE WORST AREAS IN NEED OF REPAIR.
2) ADDING 4" OF CAP MATERIAL TO ALL DIRT TRAILS/FEATURES.
3) DO NOT COVER ROCK GARDENS OR PREFABRICATED FEATURES WITH CAP MATERIAL.
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5) REFER TO ORIGINAL BIKE PARK PLANS FOR DIRT TRAILS/FEATURES LAYOUT AND DETAILS.
6) PROTECT IN PLACE EXISTING VEGETATION.

NORTH

30 0 15 30 60

(IN FEET)

1 inch = 30 ft.

811 Know what's below. Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SIG

SITE PLAN - PUMP TRACKS

SNAKE HOLLOW BIKE PARK PAVING & REPAIRS

1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-4

2/2/2026 9:50 AM G:\Shared drives\Park\Planning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construction Drawings\Repairs_2026.dwg

EROSION IN FRONT AND UNDER A-FRAME.

TRAIL EROSION.

TRAIL EROSION.

SEE SHEET SP-4 FOR PUMP TRACK PAVING

BASE BID:
AREA OF REPAIR
ADDING 4" OF CAP MATERIAL TO ENTIRE HATCHED AREA
15,500 SF
192 CY

CAP MATERIAL STAGING AREA.

DIRT EXIT TO ROLLER CORNER.

DIRT APPROACH TO SPLIT DECISION.

NOTES:
1) PHOTOS SHOW SOME OF THE WORST AREAS IN NEED OF REPAIR.
2) ADDING 4" OF CAP MATERIAL TO ALL DIRT TRAILS/FEATURES.
3) DO NOT COVER ROCK GARDENS OR PREFABRICATED FEATURES WITH CAP MATERIAL.
4) ALL PREFABRICATED FEATURES ARE IN GOOD CONDITION BUT DIRT APPROACHES & EXITS NEED REPAIR.
5) REFER TO ORIGINAL BIKE PARK PLANS FOR DIRT TRAILS/FEATURES LAYOUT AND DETAILS.
6) PROTECT IN PLACE EXISTING VEGETATION.

NORTH

50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

811 Know what's below. Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SITE PLAN - PUMP & BUMP SKILLS LOOP
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS
1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-5

G:\Shared drives\ParkPlanning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construction Drawings\Repairs_2026.dwg
2/2/2026 9:50 AM

TRAIL EROSION.

TRAIL EROSION.

POOR DRAINAGE AND TRAIL EROSION IN FRONT OF KICKER RAMPS. UNEVEN LANDINGS.

BASE BID:
AREA TO REPAIR
ADDING 4" OF CAP MATERIAL TO ENTIRE HATCHED AREA
17,000 SF
210 CY

ADDITIVE ALTERNATE #1:
AREA TO PAVE
ADDING 3" OF ASPHALT PAVING TO ENTIRE HATCHED AREA
17,000 SF
160 CY

CAP MATERIAL STAGING AREA.

UNEVEN LANDING.

POOR DRAINAGE IN FRONT OF KICKER RAMPS & UNEVEN LANDINGS.

NOTES:
1) PHOTOS SHOW SOME OF THE WORST AREAS IN NEED OF REPAIR.
2) ADDING 4" OF CAP MATERIAL TO ALL DIRT TRAILS/FEATURES.
3) DO NOT COVER ROCK GARDENS OR PREFABRICATED FEATURES WITH CAP MATERIAL.
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NORTH

30 0 15 30 60

(IN FEET)
1 inch = 30 ft.

811 Know what's below. Call before you dig.

DATE: 01/30/2026
DRAWN BY: NS
CHECKED BY: MG

REVISIONS: NO.	DATE	BY	DESCRIPTION

CITY OF ST. GEORGE
PARK PLANNING DIVISION
390 NORTH 3050 EAST
ST. GEORGE, UTAH 84790
(435) 627-4530

SITE PLAN - DIRT JUMP ZONE
SNAKE HOLLOW BIKE PARK PAVING & REPAIRS
1500 NORTH LAVA FLOW DRIVE
St. George, Utah 84770

SHEET
SP-6

G:\Shared drives\ParkPlanning\Parks\Snake Hollow Bike Park\2026_Pump Track & Repairs\14 Construction Admin\Construction Drawings\Construction Drawings\Repairs_2026.dwg
2/2/2026 9:50 AM

Agenda Date: 03/05/2026 **Agenda Item Number:** 3d

Subject:

Consider approval of Reimbursement Agreement with Quality Excavation for Waterline Upsize.

Item at-a-glance:

Staff Contact: Kade Bringhurst

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

Contractor is building a subdivision that includes masterplanned waterlines. This project will upsize the line from 8" to the required size.

Staff Narrative (need/purpose):

The water system needs the line in the subdivision upsized for future growth.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $53,259.96

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:

It is usually unknown when these sections will be installed, funds will be transferred from other incomplete projects.

Description of funding source:

Impact Fees

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

PROPOSAL

QUALITY EXCAVATION, INC.
1472 East 3950 South
St. George, Ut 84790
(435) 634-0111
Fax (435) 674-3711

TO: City of St George
Attn. Kade

PHONE	DATE
	1/28/26
JOB NAME/LOCATION	
Upsize 24" irrigation line in Desert Talus 2	
JOB CODE	JOB PHONE

Quality Excavation proposes to do the following:

	QUANTITY	UNIT COST	EXTENDED TOTAL
Upsize to 24" irrigation line in Talus 2	264 LF	$188.39	$49,734.96
Upsize to 24" bend	1 EA	$3,525.00	$3,525.00

NOTES:

1. Prices on this Proposal include the price of fuel at the date of signing.
   Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a Change Order.
2. Proposal is for additional cost above the standard 6" irrigation costs.

$53,259.96

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:
Fifty three thousand two hundred fifty nine dollars **96/100's**

Payment to be made as follows:
Progressively upon completion of work. Payment is due 10 days after invoice, unless other arrangements are made in writing.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 7 days.

Acceptance of Proposal -
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR DESERT TALUS 2 WITH QUALITY EXCAVATION
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this Date by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, a Corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at Desert Cayons and Desert Talus Phase 2, St. George, Utah (the "Property"); and

WHEREAS, Developer is constructing Desert Talus Phase 2; and

WHEREAS, city has master planned piping within the roadways being constructed; and

WHEREAS, city desires to upsize the lines the contractor was required to install to the sizes needed per the masterplan to save costs and eliminate excess lines in the roadway; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT**. The contractor shall upsize the lines as per the approved plans in Desert Sky and Backlot Road.

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will

reimburse Developer in the amount of $53,259.96. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES**. The representative for the City for this Project will be Kade Bringhurst. The representative for Developer will be Mike Bracken.

4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.

6. **COMPLIANCE WITH APPLICABLE LAWS**. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer 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.

7. **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 may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own

selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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. **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.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	OWNER:	Quality Excavation 1472 E 3950 S St. George, Utah 84790
Attention:	Kade Bringhurst	Attention:	Mike Bracken

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.

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

15. **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.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

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

18. **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.

19. **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.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE	OWNER: Quality Excavation
Michele Randall, Mayor	Ed Burgess
Attest:	Approved as to form: City Attorney's Office
Christina Fernandez, City Recorder	Alicia Galvany Carlton, Assistant City Attorney

Agenda Date: 03/05/2026 **Agenda Item Number:** 3e

Subject:

Consider approval of a fee waiver request for the hourly costs associated with the St. George Police Department officers assigned to assist with the Washington County Fair Parade.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Jill Hunt

Reference Number: N/A

Address/Location:

111 E. Tabernacle Street

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

This is the second year the Washington County Parade is being held in St. George. The applicant is requesting a fee waiver of the hourly costs associated with the SGPD Officers, that would be assigned to assist. The fees for SGPD are estimated to be $1400. This approval would be for all future parades being held in conjunction with Washington County Fair. Staff recommends approval of waiving the fees for this and future events.

Staff Narrative (need/purpose):

This is the second year the Washington County Parade is being held in St. George. The applicant is requesting a fee waiver of the hourly costs associated with the SGPD Officers, that would be assigned to assist.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Dear Mayor Hughes and members of the St. George City Council,

On behalf of the Washington County Fair Board, I am submitting an official request for consideration of the fee waiver for the hourly costs associated with St. George Police Department officers that would be assigned to assist with the 2026 Washington County Fair Parade. This annual event is one of our cherished community events in our county, bringing together families, businesses, civic organizations, and visitors in a shared expression of local pride and patriotism. The visible presence and participation of the St. George Police Department not only ensures public safety, but also demonstrates unity and collaboration between city and county agencies in service to our community.

The county fair parade is a longstanding tradition that reflects the strong partnership between local law enforcement agencies throughout all of our events. While the parade is organized through county resources, it serves residents throughout the city and surrounding areas alike. The requested waiver is appropriate given that the funds that would be used to cover the hourly fees would originate from taxpayer dollars within the county budget—many of which are contributed by residents of St. George. In this context, the provision of officers for the parade aligns more closely with interagency collaboration between SGPD and the Washington County Sheriff's Office than with a standard fee-for-service arrangement.

Additionally, the city receives meaningful benefit and value in lieu of collected fees. The parade draws hundreds of attendees into the heart of St. George, increasing economic activity for local businesses, restaurants, and retailers. It provides positive public visibility for the city and its Police Department, reinforcing trust and goodwill through direct engagement with residents in a fun, family-friendly setting. Participation also strengthens public perception of cooperative public safety efforts between agencies and government offices, which supports recruitment, retention, and community-oriented policing initiatives.

For these reasons, we respectfully request that the City Council consider waiving the hourly officer fees for the 2026 Washington County Fair Parade. We value the strong partnership between the City and the County and look forward to continuing this tradition of collaboration that prioritizes safety, community pride, and shared service to our residents.

Thank you for your thoughtful consideration.

Jill Hunt, Parade Chair
Susi Lafaele, Washington County Fair Director

2026 Traffic Control Plan for County Fair Parade

Staging will begin between 200 West and 300 West Tabernacle, using the Washington County School District and 5th District Court parking lots. Participants will parade east on Tabernacle Street and ending at the Washington County Administration buildings - end at the intersection of 200 East and Tabernacle Street.

Announcer spots and police/security presence indicated on map by blue boxes:

1. 100 W Tabernacle—on the south side of the road
2. In front of Green Gate Village off of Tabernacle Street
3. Corner of Main Street and Tabernacle in front of Wells Fargo Bank
4. Washington County Administration Building

Washington County Sheriff's Office Deputies will help along the route under the direction of Chief Deputy BJ Judy, but we would appreciate help from St. George Police Department to help block off intersections along Tabernacle between 8:30am and when the parade finishes—roughly 10:00am.

For safety, we would also like help from St. George Police to block off the staging area.

Agenda Date: 03/05/2026 **Agenda Item Number:** 3f

Subject:

Consider approval of a fee waiver request for the Kiwanis Club Egg Hunt to be held at Vernon Worthen Park.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Russell S. Mitchell

Reference Number: N/A

Address/Location:

42 South River Road

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

This is the 75th year of the Kiwanis Club hosting a free egg hunt for the community Easter weekend for children 1-11, as well as special needs children of all ages at Vernon Worthen Park. The applicant is requesting a fee waiver for the following: park reservation fee, special event permitting fee, gazebo fee, and surrounding park area & facilities at Vernon Worthen Park to assist with costs associated with the event, at a cost of approximately $450. The Council has approved fee waivers for this event over the past several years. Staff recommends approval of waiving the fees for this and future events.

Staff Narrative (need/purpose):

The St. George Kiwanis Club was organized in 1951, and it is their 75th year of serving children of St. George and Washington County. They appreciate the support the City of St. George through the years in holding this annual event at Vernon Worthen Park.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Kiwanis Club of St. George
P.O. Box 72
St. George, Utah 84771-0072

February 25, 2026

St. George Special Events
Attn. Amy Fish

Re: St. George Kiwanis Club Easter Egg Hunt – April 4, 2026
Request for Fee Waiver

Dear Amy:

I am Russell Mitchell, the Treasurer of the St. George Kiwanis Club. We are looking forward to holding our annual Easter Egg Hunt at Vernon Worthen Park, an appreciate having the park reserved for us already.

The St. George Kiwanis Club was organized in 1951, and this is our 75th year of serving the children of St. George and Washington County, as well as children throughout the world. We have enjoyed and appreciated the support of St. George City through the years in holding this annual Easter Egg Hunt at the Vernon Worthen Park. We are planning on having more candy and prizes as part of our celebration.

As you know from having been part of the Kiwanis family in the past, the Kiwanis Club is an International civic service organization dedicated to serving the children of the world, one child and one community at a time. Many times city and county manager-level employees are members of the Kiwanis Clubs organized in their communities. We encourage St. George City to sponsor you to join our club. We meet the 2nd and 4th Tuesday of each month at noon at the Golden Corral

As has been the practice with our Easter Egg Hunt, we do not charge any fee to participate in the hunt, it is open to all children ages 1-11, as well as special needs children of all ages. We use funds from our fundraising activities through the year to pay for the candy and prizes that we give away, and local merchants sometimes donate items. All Club members are there as volunteers, as well as volunteers from the community that come to assist us.

We are asking for a fee waiver of the Park Reservation fee and the Special event fee for our use of the Gazebo and surrounding park area and facilities at the Vernon Worthen Park. We appreciate the City's consideration in this matter.

Sincerely,

Russell S. Mitchell

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
FEBRUARY 5, 2026, 9:00 A.M.
CITY COUNCIL CHAMBERS

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant City Manager Director Robert Myers
Budget Manager Jared Edwards
Assistant Budget Manager Chad Moultrie
Finance Director Tiffany LaJoice
Operations Director Marc Mortensen
Energy Services Director Bryan Dial
Water Services Director Scott Taylor
Human Resources Director Pennie Hancock
Communications and Marketing Director David Cordero
Community Development Director Carol Winner
Public Works Director Cameron Cutler
Police Chief Kyle Whitehead
Fire Chief Robert Stoker
Battalion Chief Coty Chadburn
Economic Development Director Chad Thomas
Parks and Community Services Director Shane Moore
Airport Manager Dustin Warren
Executive Assistant Emilie Pinkelman

CALL TO ORDER:

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

Link to call to order: 00:00:00

DISCUSSION REGARDING THE FISCAL YEAR 2026-2027 BUDGET:

Link to introduction from City Manager John Willis: 00:00:00

Agenda Packet [Page 3]

Link to presentation from Assistant City Manager Robert Myers: 00:05:12

Agenda Packet [Page 9]

Link to presentation from City Manager John Willis, including discussion between the City Council, Mayor Hughes, Airport Manager Dustin Warren, City Manager John Willis, and Mr. Willis: 00:08:32

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Agenda Packet [Page 15]

Link to presentation from Assistant City Manager Robert Myers, including discussion between the City Council, Mayor Hughes, City Manager John Willis, and Mr. Myers: 00:33:35

Agenda Packet [Page 26]

Link to presentation from Assistant City Manager Robert Myers: 01:08:00

Agenda Packet [Page 43]

Link to presentations from Police Chief Kyle Whitehead and Fire Chief Robert Stoker, including discussion between the City Council, Assistant City Manager Rober Myers, City Manager John Willis, Chief Whitehead, and Chief Stoker: 01:10:10

Agenda Packet [Page 48]

Link to presentation from Assistant City Manager Robert Myers, including discussion between the City Council, City Manager John Willis, Public Works Director Cameron Cutler, Mayor Hughes, Finance Director Tiffany LaJoice, Energy Services Director Bryan Dial, and Mr. Myers: 01:54:16

Agenda Packet [Page 57]

City Manager John Willis called for a recess.

Link to presentations from Water Services Director Scott Taylor, Energy Services Director Byran Dial, Public Works Director Cameron Cutler, and Airport Manager Dustin Warren, including discussion between the City Council, Mayor Hughes, City Manager John Willis, Mr. Taylor, Mr. Dial, Mr. Cutler, and Mr. Warren: 02:35:50

Agenda Packet [Page 65]

Link to presentation from Assistant City Manager Robert Myers, Police Chief Kyle Whitehead, Airport Manager Dustin Warren, and Public Works Director Cameron Cutler, including discussion between the City Council, City Manager John Willis, Mr. Warren, and Mr. Taylor: 03:36:09

Agenda Packet [Page 73]

A short recess was taken.

Link to presentations from Assistant City Manager Robert Myers, Parks and Community Services Director Shane Moore, Water Services Director Scott Taylor, including discussion between City Manager John Willis, the City Council, Mr. Moore, and Mr. Taylor: 04:11:14

DRAFT

Agenda Packet [Page 83]

Link to presentations from Communications and Marketing Director David Cordero and Assistant City Manager Robert Myers, including discussion between the City Council, Mayor Hughes, City Manager John Willis, Budget Manager Jared Edwards, and Mr. Cordero: 04:41:06

Agenda Packet [Page 91]

Link to presentation from Community Development Director Carol Winner: 05:14:10

Agenda Packet [Page 100]

Link to presentation from Economic Development Director Chad Thomas, including discussion between the City Council and Mr. Thomas: 05:23:16

Agenda Packet [Page 108]

Link to presentations from Community Development Director Shane Moore and Operations Director Marc Mortensen, including discussion between the City Council, Mr. Moore, and Mr. Mortensen: 05:40:28

Agenda Packet [Page 116]

Link to presentation from Assistant City Manager Robert Myers: 06:05:13

Agenda Packet [Page 125]

Link to closing comments: 06:10:26

REPORTS AND UPDATES FROM THE MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were provided.

ADJOURN TO A CLOSED MEETING:

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

A closed session was not held.

ADJOURN:

Link to motion: 06:12:25

MOTION:

A motion was made by Councilmember Larsen to adjourn.

SECOND:

The motion was seconded by Councilmember Larkin.

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VOTE:

Mayor Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 5, 2026, 9:00 A.M.
CITY COUNCIL CHAMBERS

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Public Works Director Cameron Cutler
Police Chief Kyle Whitehead
Planner Dan Boles

OTHERS PRESENT:

Victoria Hales with the Washington County Attorney's Office
Leslie Conger

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Public Works Director Cameron Cutler and The Pledge of Allegiance to the Flag was led by Police Chief Kyle Whitehead.

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

MAYOR'S RECOGNITIONS AND UPDATES:

No recognitions and updates were provided.

CONSENT CALENDAR:

a. Consider approval to award bid to Caliber Contractor, LLC for the Vernon Worthen Restroom Replacement project.

BACKGROUND and RECOMMENDATION: This bid is to construct a new restroom in Vernon Worthen Park. The bid includes demolition of the existing restroom, earthwork, site grading, utilities, concrete flatwork, asphalt patching, new restroom building, landscape restoration, and other related work items. This is a Recreation General Obligation Bond Project. Staff recommends awarding the bid to Caliber Contractor, LLC in the amount of $902,000.

b. Consider approval to award bid to Index Construction for the construction of the Virgin River South Trail and Sewer Expansion.

BACKGROUND and RECOMMENDATION: This trail section is on the St. George Parks and Trail Master Plan and runs along an existing sewer line which needs to be expanded. Park planning has been working on the alignment for some time

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and has easements in place as needed. Staff recommends awarding the bid to Index Construction in the amount of $1,891,299.91.

c. Consider approval to award Guaranteed Maximum Price (GMP) Amendment #3 to Hughes General Contractors for utilities and announcer booth for the Dixie Sunbowl Renovation Project.

BACKGROUND and RECOMMENDATION: This item is to award GMP Amendment #3 for utilities and announcer booth for the Dixie Sunbowl Renovation Project to Hughes General Contractors (CM/GC contractor for the project) in the amount of $1,654,848.00. Hughes General Contractors solicited and evaluated bids for the above described work. This GMP Amendment #3 is for Hughes to provide and/or oversee utilities, announcer booth, arena lighting, audio/visual, additional concrete, and additional earthwork for the Dixie Sunbowl. Staff recommends awarding the amendment to Hughes General Contractors in the amount of $1,654,848.

d. Consider approval to allow for the Spring Round-Up Rodeo to have a beer garden at their event on May 15-16, 2026.

BACKGROUND and RECOMMENDATION: Sky Nine Events LLC is requesting approval for a Beer Garden for their Spring Round-Up Rodeo event for the 2nd year. Previously, this event has been held at the SunBowl, but with the ongoing construction taking place, they will instead be bringing in a temporary rodeo arena to be placed on a City-owned undeveloped lot located on the corner of 1670 S between 120 E and Crosby Way, near the Dixie Convention Center. The Beer Garden will be in a secured, fenced-off area of the parcel. Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

e. Approve minutes from the meetings held on December 11, 2025; December 18, 2025; January 8, 2026 (work); January 8, 2026 (regular); January 15, 2026; and January 22, 2026.

Link to presentation from City Manager John Willis: 00:01:30

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Link to motion: 00:01:45

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

SECOND:
The motion was seconded by Councilmember Tanner.

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

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

The vote was unanimous and the motion carried.

AMEND CITY CODE/ORDINANCE:

Consider approval of Ordinance No. 2026-004 amending Title 10-2 and 10-7B of City Code adding "County Trail Park" as an allowed use in the R-1-10 zone and defining the use. (Case No. 205-ZRA-ZRA-016 - County Trail Park in R-1-10 Zone).

BACKGROUND and RECOMMENDATION: The applicant is proposing a zoning regulation amendment to provide a definition of a "County Trail Park" along with a provision to allow it in a R-1-10 (single-family, 10,000 sq ft minimum lot size) zone. At their meeting held on January 13, 2026 the Planning Commission held a public hearing and recommended approval with a 6-0 vote with no conditions; no public comments were provided.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, Victoria Hales with the Washington County Attorney's Office, Leslie Conger, and Mayor Hughes: 00:02:01

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Link to motion: 00:16:13

MOTION:

A motion was made by Councilmember Kemp to approve Ordinance No. 2026-004 amending Title 10-2 and 10-7B of City Code adding "County Trail Park" as an allowed use in the R-1-10 zone and defining the use.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

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

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

The vote was unanimous and the motion carried.

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APPOINT REPRESENTATIVE TO SOUTHWEST MOSQUITO ABATEMENT AND CONTROL BOARD/RESOLUTION:

Consider approval Resolution No. 2026-003R appointing a representative to the Southwest Mosquito Abatement and Control Board.

BACKGROUND and RECOMMENDATION: This resolution is to appoint Councilmember Austin Anderson to replace Jay Sandberg on the Southwest Mosquito Abatement and Control Board to represent the City.

Link to presentation from City Manager John Willis: 00:16:58

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Link to motion: 00:17:58

MOTION:
A motion was made by Councilmember Kemp to appoint Austin Anderson to the Southwest Mosquito Abatement and Control Board.

SECOND:
The motion was seconded by Councilmember Larsen.

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

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

The vote was unanimous and the motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:

a. Appoint Mayor Pro Tem.

Link to Mayor Hughes recommending the appointment of Councilmember Larkin as Mayor Pro Tem: 00:18:40

Link to motion: 00:19:31

MOTION:
A motion was made by Councilmember Kemp to appoint Dannielle Larkin as Mayor Pro Tem for the remainder of her term on the Council.

SECOND:
The motion was seconded by Councilmember Tanner.

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

Councilmember Larkin – aye
Councilmember Larsen – aye

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

The vote was unanimous and the motion carried.

b. Appoint new Planning Commission Member.

Link to Mayor Hughes recommending the appointment of Kelly Tayson to replace Councilmember Anderson on the Planning Commission: 00:20:00

Link to motion: 00:20:38

MOTION:
A motion was made by Councilmember Larkin to appoint Kelly Taysom to the Planning Commission.
SECOND:
The motion was seconded by Councilmember Anderson.
VOTE:
Mayor Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
Link to reports from Mayor, Councilmembers, and City Manager: 00:21:24

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

A closed meeting was not held.

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

Link to motion: 00:22:40

MOTION:
A motion was made by Councilmember Tanner to adjourn.
SECOND:
The motion was seconded by Councilmember Kemp.

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VOTE:

Mayor Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
FEBRUARY 19, 2026, 3:00 P.M.
CITY COUNCIL CONFERENCE ROOM

PRESENT:

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

EXCUSED:

Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:

City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant Public Works Director Wes Jenkins
Public Works Director Cameron Cutler
Community Development Director Carol Winner
Planner Brenda Hatch
Airport Manager Dustin Warren
Planner Brenda Hatch
Landscape Architect Paul Stead
Parks and Community Services Director Shane Moore
Water Services Director Scott Taylor
Cemetery Sexton Brad Rollins
Deputy Director Cody Schmitt

OTHERS PRESENT:

Ashley Donovan with Barefoot Gymnastics & Montessori
Jonathan McCredie with Fennick McCredie Architecture
Catherine Buckley with Fennick McCredie Architecture
Kirk Nielsen with Woolpert
Judd Bundy with Big D Construction

CALL TO ORDER:

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

Link to call to order: 00:00:00

DISCUSSION REGARDING AMENDMENT TO CITY CODE PERTAINING TO RETAINING WALLS:

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council, City Manager John Willis, Mayor Hughes, Public Works Director Cameron Cutler, and Mr. Jenkins: 00:00:10

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DRAFT

DISCUSSION REGARDING PRIVATE SCHOOLS IN A DESIGNATED LOCAL LANDMARK:

Link to introduction from City Manager John Willis and presentation from Community Development Director Carol Winner, including discussion between the City Council, City Manager John Willis, Planner Brenda Hatch, Ashley Donovan with Barefoot Gymnastics & Montessori, and Ms. Winner: 00:16:13

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UPDATE ON AIRPORT TERMINAL EXPANSION PROJECT:

Link to introductions from City Manager John Willis and Airport Manager Dustin Warren and presentations from Jonathan McCredie and Catherine Buckley, including discussion between the City Council, Mayor Hughes, City Manager John Willis, Airport Manager Dustin Warren, Judd Bundy with Big D Construction, Mr. McCredie, and Ms. Buckley: 00:43:38

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PRESENTATION OF A CONCEPT PLAN FOR CURLY HOLLOW ADVENTURE PARK:

Link to introduction from City Manager John Willis and presentation from Landscape Architect Paul Stead and Parks and Community Services Director Shane Moore, including discussion between the City Council, City Manager John Willis, Mayor Hughes, Water Services Director Scott Taylor, Mr. Stead, and Mr. Moore: 01:10:52

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PRESENTATION OF A CONCEPT PLAN FOR ST. GEORGE DOWNTOWN CEMETERY PLAZA:

Link to presentation from Landscape Architect Paul Stead and Parks and Community Services Director Shane Moore, including discussion between City Manager John Willis, Cemetery Sexton Brad Rollins, Deputy Director Cody Schmitt, and Mr. Moore: 01:25:46

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REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were given.

ADJOURN TO A CLOSED MEETING:

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

A closed meeting was not held.

ADJOURN:

Link to motion: 01:32:55

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

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

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
FEBRUARY 19, 2026, 5:00 P.M.
CITY COUNCIL CHAMBERS

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

EXCUSED:
Councilmember Michelle Tanner

STAFF MEMBERS PRESENT:
City Manager John Willis
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant City Manager Robert Myers
Assistant Public Works Director Wes Jenkins
Water Services Director Scott Taylor
Planner Brian Dean
Planner Brenda Hatch
Planner Dan Boles

OTHERS PRESENT:
Applicant Lonnee Gubler
Applicant Adam Allen

CALL TO ORDER:
Mayor Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Pastor Greg Wright with Westside Baptist Church and The Pledge of Allegiance to the Flag was led by Councilmember Larkin.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:
There were no recognitions, proclamations, or updates.

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.**

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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 Suncore 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

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$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.

Link to presentation from City Manager John Willis: 00:02:37

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Link to motion: 00:03:03

MOTION:
A motion was made by Councilmember Anderson to approve the consent calendar.
SECOND:
The motion was seconded by Councilmember Kemp.
VOTE:
Mayor Hughes called for a vote, as follows:

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/AMEND FY25-26 BUDGET/RESOLUTION:
Public hearing and consideration of Resolution No. 2026-003R 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.

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Link to introduction from City Manager John Willis and presentation from Assistant City Manager Robert Myers: 00:03:20

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Link to public hearing; there were no comments: 00:04:48

Link to motion: 00:05:09

MOTION:

A motion was made by Councilmember Larsen to approve Resolution No. 2026-003R to review and approve amendments to the Fiscal Year 2025-26 Budget.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:05:44

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Link to public hearing; there were no comments: 00:06:34

Link to motion: 00:06:56

DRAFT

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2026-005 vacating a municipal utility easement, located on Lots 104 and 105 of Desert Canyons Town Center West Commercial Subdivision.

SECOND:
The motion was seconded by Councilmember Larsen.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:07:30

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Link to public hearing; there were no comments: 00:08:18

Link to motion: 00:08:32

MOTION:
A motion was made by Councilmember Larkin to approve 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.

SECOND:
The motion was seconded by Councilmember Anderson.

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

DRAFT

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council and Water Services Director Scott Taylor: 00:09:19

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Link to public hearing; there were no comments: 00:11:46

Link to motion: 00:12:05

MOTION:

A motion was made by Councilmember Larsen to approve 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.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:

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.

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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 and recommended approval.

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins: 00:12:38

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Link to public hearing; there were no comments: 00:13:47

Link to motion: 00:14:00

MOTION:
A motion was made by Councilmember Anderson to approve 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.

SECOND:
The motion was seconded by Councilmember Kemp.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:

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 are 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.

DRAFT

Link to introduction from City Manager John Willis and presentation from Assistant Public Works Director Wes Jenkins, including discussion between the City Council and Mr. Jenkins: 00:15:01

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Link to public hearing; there were no comments: 00:16:41

Link to motion: 00:17:00

MOTION:
A motion was made by Councilmember Kemp to approve Ordinance No. 2026-009 vacating a municipal utility easement, located in common area between Lot 216 and Diamondbacks Drive, Suniva Phase 2.

SECOND:
The motion was seconded by Councilmember.

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

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

The vote was unanimous and the motion carried.

PUBLIC HEARING/EASEMENT VACATION/ORDINANCE:
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.

Link to introduction from City Manager John Willis and presentation from City Attorney Ryan Dooley, including clarification from Water Services Director Scott Taylor and discussion between the City Council and Mr. Taylor: 00:17:38

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Link to public hearing; there were no comments: 00:19:14

Link to motion: 00:19:33

MOTION:
A motion was made by Councilmember Larkin to approve Ordinance No. 2026-010 vacating a Sewer Easement in Santa Clara, UT.

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SECOND:

The motion was seconded by Councilmember Anderson.

VOTE:

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

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Planner Brian Dean, including discussion between the City Council, City Manager John Willis, applicants Lonnee Gubler and Adam Allen, and Mr. Dean: 00:19:58

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Link to motion, including comments from Councilmember Anderson: 00:37:50

MOTION:

A motion was made by Councilmember Larkin to approve 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.

SECOND:

The motion was seconded by Councilmember Anderson.

Link to discussion regarding the motion between the City Council, Assistant Public Works Director Wes Jenkins, City Manager John Willis, City Attorney Ryan Dooley, and applicant Lonnee Gubler, and substitute motion: 00:38:54

DRAFT

Link to substitute motion: 00:52:18

SUBSTITUTE
MOTION:

A motion was made by Councilmember Larkin to continue this item.

SECOND:

The motion was seconded by Councilmember Anderson.

Link to City Manager John Willis outlining what the Council would like to review when the item returns for consideration, including comments from the City Council, and vote: 00:52:44

VOTE:

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

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch: 00:54:15

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Link to motion: 00:55:45

DRAFT

MOTION:

A motion was made by Councilmember Larsen to approve 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.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

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

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Planner Brenda Hatch, including discussion between the City Council and Ms. Hatch: 00:56:25

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Link to motion: 00:58:40

DRAFT

MOTION:

A motion was made by Councilmember Kemp to approve 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.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

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

The vote was unanimous and the motion carried.

GENERAL PLAN AMENDMENT/ORDINANCE:

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.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles: 00:59:37

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Link to motion: 01:01:30

MOTION:

A motion was made by Councilmember Kemp to approve 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.

SECOND:

The motion was seconded by Councilmember Anderson.

VOTE:

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

DRAFT

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

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of Ordinance No. 2026-015 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.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, applicant James Sullivan, and Mr. Boles: 01:02:16

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Link to motion: 01:06:55

MOTION:

A motion was made by Councilmember Larkin to approve 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.

SECOND:

The motion was seconded by Councilmember Larsen.

VOTE:

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

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

The vote was unanimous and the motion carried.

DRAFT

PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:

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 recommend approval with a single condition, with a vote of 6-0; there were no public comments.

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including discussion between the City Council, City Manager John Willis, and Mr. Boles: 01:07:32

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Link to motion: 01:13:41

MOTION:

A motion was made by Councilmember Anderson to approve 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.

SECOND:

The motion was seconded by Councilmember Kemp.

VOTE:

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

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

The vote was unanimous and the motion carried.

PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:

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.

DRAFT

Link to introduction from City Manager John Willis and presentation from Planner Dan Boles, including comments from the City Council: 01:14:25

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Link to motion: 01:17:58

MOTION:
A motion was made by Councilmember Larsen to approve 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.

SECOND:
The motion was seconded by Councilmember Larkin.

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

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

The vote was unanimous and the motion carried.

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

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:
Link to reports from Mayor, Councilmembers, and City Manager: 01:18:40

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

Link to motion: 01:22:07

MOTION:
A motion was made by Councilmember Kemp to adjourn to a closed meeting to discuss litigation update and property acquisition.

SECOND:
The motion was seconded by Councilmember Anderson.

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

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

DRAFT

Councilmember Kemp – aye
Councilmember Anderson – aye

The motion carried.

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Date: 03/05/2026 **Agenda Item Number:** 04

Subject:

Public hearing and consideration of Resolution No. 2026-004R to review and approve amendments to the Fiscal Year 2025-26 Budget.

Item at-a-glance:

Staff Contact: Jared Edwards

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

This item is to amend the budget to add security cameras to the Town Square and Vernon Worthen Park and to fully fund the Middleton Wash Trail project as detailed in Exhibit A.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $910,000

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:

This item is to request amendments to the budget as detailed in Exhibit A

Description of funding source:

This item is to request amendments to the budget as detailed in Exhibit A

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 5th day of March, 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 5TH DAY OF MARCH, 2026.

ST. GEORGE CITY:

_____
Jimmie B Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, City Attorney

VOTING OF CITY COUNCIL:

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

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2025-26
March 5, 2026

EXHIBIT A

St.George
THE BRIGHTER SIDE

OTHER FUND ADJUSTMENTS

			Debit	Credit
1	40-38800	General Capital Project Fund - Appropriated Fund Balance		110,000
	40-4000-7300	General Capital Project Fund - Improvements	110,000	

Staff requests to amend the budget to fund the installation of security cameras at Town Square and Vernon Worthen Park. As part of an ongoing evaluation of security needs across the City's parks, trails, and facilities, these two parks were identified as high-priority locations due to their high levels of public use and activity. Funding is available in General Capital Project Fund fund balance for this project. Staff requests to amend the budget in the amount of $110,000 to add security cameras at Town Square and Vernon Worthen Park.

			Debit	Credit
2	44-38800	Park Impact Fund - Appropriated Fund Balance		300,000
	44-4400-9100	Park Impact Fund - Transfer to Other Funds	300,000	
	85-38200	Recreation General Obligation Project Fund - Transfer from Other Funds		300,000
	85-8520-7234	Recreation General Obligation Project Fund - Canyons Softball Complex		500,000
	85-8520-7233	Recreation General Obligation Project Fund - Middleton Wash	800,000	

The Parks and Community Services Department requests to add funding for the Middleton Wash Trail project located north of the existing trail that ends at Arroyo Circle. In November 2023 voters approved a $29 million General Obligation bond to fund trails, parks and park facility improvements throughout the community. The Middleton Wash Trail is a G.O. bond-funded project that will construct approximately one mile of trail, connecting the Middleton neighborhood to the City's broader trail system. Due to the anticipated cost, the project was originally planned in two phases. However, staff recently received bids for the full project, which came in significantly lower than the original estimate. As a result, staff recommends proceeding with both phases, allowing the project to be completed more efficiently. Funding for this project is available through savings realized from the Canyons Softball Complex project and by reallocating funds from the Seegmiller Canal Trail project. Staff requests to amend the budget in the amount of $800,000 to reallocate funds for the Middleton Wash Trail project.

Agenda Date: 03/05/2026 **Agenda Item Number:** 05

Subject:

Consider approval of Ordinance No. 2026-018 amending the Citys General Plan by adding the R-1 zone to the Responsible Growth Element of the General Plan. (Case No. 2025-GPA-017 - R-1 General Plan Amendment)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Mike Terry, DSG Engineering

Reference Number: 2025-GPA-017

Address/Location:

N/A

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

The applicant has applied to create a new single-family zoning category. As part of that application, the General Plan needs to be amended to include the new zone. The Planning Commission held a public hearing on the proposed amendment and recommend approval of the application by a 6-0 vote with no conditions or amendments.

Staff Narrative (need/purpose):

Because a new zone is being proposed, it also needs to be reflected in the General Plan. This application would amend the General Plan to allow the proposed R-1 zone within the LDR (Low Density Residential), MDR (Medium Density Residential), DTTN (Downtown Traditional Neighborhood), and DTCN (Downtown Connected Neighborhood) land use designations.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On February 10, 2026, the Planning Commission held a public hearing on the proposed General Plan amendment and recommend approval of the application with a 6-0 vote and no conditions or amendments.

Attachments

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 02/10/2026
CITY COUNCIL AGENDA REPORT: 03/05/2026

REQUEST:
This request was submitted by Mike Terry on behalf of DSG Engineering (2025-GPA-017) and is being processed alongside a related zoning regulation amendment that would create a new zoning district (2025-ZRA-015). Because a new zone is being proposed, it also needs to be reflected in the General Plan. This application would amend the General Plan to allow the proposed R-1 zone within the LDR (Low Density Residential), MDR (Medium Density Residential), DTTN (Downtown Traditional Neighborhood), and DTCN (Downtown Connected Neighborhood) land use designations.

BACKGROUND:
All single-family zones currently in the zoning code have been in place since 1993. Some of the single-family zoning categories in the current code, in fact extend as far back as the early 1970's, though different standards applied at that time. The applicant is now proposing a new zoning category. Along with that request, the zone needs to have corresponding land use categories to be supported by the general plan.

The proposal is that the density will be tied to the underlying general plan category. LDR would allow up to four units per acre while MDR would allow up to nine units per acre. In the downtown area, DTTN would allow 4-9 units per acre and DTCN would allow 6-12 units per acre. As a result, the responsible growth element general plan needs to be amended to include the proposed R-1 zone.

Proposed Changes:
The proposed revisions are attached as Exhibit A, B, & C.

- The additions are underlined in blue
- There are no proposed removals from the existing text

RECOMMENDATION:
On February 10, 2026, the Planning Commission held a public hearing in order to receive comments on the proposed General Plan amendment. They are recommending approval of the application as proposed with a 6-0 vote.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny application as proposed.
4. Continue the proposed zoning regulation amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the changes to the responsible growth element of the general plan as proposed by Mike Terry and DSG Engineering and contained in exhibit 'A', case no. 2025-GPA-017, based on the findings listed in the staff report."

FINDINGS:

1. The proposed amendment is necessary to implement the proposed R-1 zoning district.
2. The proposed R-1 zoning district is consistent with the residential land use designations of the General Plan.
3. The amendment does not increase residential density beyond that allowed by the General Plan.
4. The amendment maintains consistency between the General Plan and the zoning code.
5. Approval of the amendment supports orderly and planned growth consistent with adopted City policies.

EXHIBIT A

PROPOSED CHANGES TO THE
RESPONSIBLE GROWTH ELEMENT OF THE GENERAL PLAN

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
AE Agricultural Estates	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.	Up to 4 DU/ Acre*	AG zones, RE- 5, RE-12.5, RE-20, RE-37.5, G-G
VLDR Very Low Density Residential	Single-family or a clustering of housing units that achieves lower density while preserving agricultural or other lands with unique geological features including hillside.	Up to 2 DU/Acre*	RE-5, R-1-20, R-1-40, MH-20, MH-40, PD-R
LDR Low Density Residential	Single-family, multifamily, or the clustering of housing units that achieves an overall lower density.	Up to 4 DU / Acre*	All Agricultural Estates zones plus, **R-1,** R-1-8, R-1-10, R-1-12, R-1-20, R-1-40, MH-8, MH-10, MH-12, MH-20, MH-40, PD-R, PD-TNZ, PD-R
MDR Medium Density Residential	Single-family, multifamily, or the clustering of housing units that are more compact or have a higher density of development.	5-9 DU / Acre*	All Agricultural Estates and Low Density, Residential Plus Zones, **R-1,** R-1-6, R-1-7, R-1-8, R-1-10, MH-6, MH-8, R-2, R-3, R-4, RCC, R-1-C, PD-SH, PD-TNZ, PD-R
MHDR Medium-High Density Residential	Areas where a variety of residential densities might be appropriate, and a transition from a higher impact use such as commercial or mixed-use to a	10-15 DU / Acre	All Medium Density Residential zones plus R-2, R-3, R-4, PD-TNZ, PD-R, PD-SH

	lower density residential is desired.		

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
HDR High Density Residential	Higher density residential to be located where appropriate and in areas spread throughout the community that offer higher density developments. High density can be appropriate adjacent to commercial areas and a transition to lower density developments.	16-22 DU / Acre	R-3, R-4, PD-SH, PD-TNZ, PD-R
R+ Residential Plus	Areas of St. George where the city may choose to allow for additional density or a mix of compatible uses to support re-investment and attainable housing.	Varies	Varies
COM Commercial	Various commercial uses including retail and commercial office. Scale and setbacks may vary based on zone district.	Up to 40 DU / Acre	A-P, C-1, C-2, C-3, C-4, PD-MU, PD-AP, PD-C
I Industrial	Various light manufacturing and industrial uses in appropriate locations, near major arterial roads.	N/A	M-1, M-2, PD-M
IND/COM Industrial / Commercial	Areas that may include light industrial, light manufacturing, retail office or attainable residential uses that are complementary.	N/A	MC, PD-MC
PF Public Facilities	Land owned and operated by public entities. May include schools, libraries, fire stations or similar public facilities	N/A	Public Facilities, Varies

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
A Airport	Lands located near the airport that support airport functions and are commercial in nature.	N/A	ASBP, AVI, C-RM, PD-C, PD-M

SL Sensitive Land Preservation	Lands held as permanent open space due to geological conditions such as floodplains as designated by FEMA, rockslide, wetlands, and landslide-prone areas. Sensitive landscapes and archaeological areas may also fall under this category. Limited development activity such as trails, public amenities, recreational facilities and public utilities may be allowed for these areas.	N/A	Open Space
OS Open Space/ Parks/ Golf Courses/ Cemeteries	Public recreation areas including sports fields and playground areas. Limited development of associated amenities can occur in these areas. Golf courses and associated support facilities.	N/A	Open Space, Public Facilities, Park, varies
EQ Equestrian	These Equestrian subdivisions include agricultural uses, are found in Little Valley only, and are described in the Little Valley Sub Area Plan.	N/A	A-1, RE-12.5, RE-20, RE-37.5
EQB Equestrian Buffer	The Equestrian Buffers are located adjacent to Equestrian subdivisions and are required as described in the Little Valley Sub Area Plan.	N/A	A-1, RE-12.5, RE-20, RE-37.5

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Downtown Area Land Uses:			
DTTN Traditional Neighborhood	A traditional neighborhood with a mix of one- and two-story single family and accessory dwellings set back from the street edge.	4 - 9 DU / Acre*	RCC, R-1-C, PD-R, **R-1,** including any future downtown zones
DTCN Connected Neighborhood	A convenient neighborhood with a varied mix of single-family homes, multifamily housing and neighborhood-scale businesses.	6 - 12 DU / Acre*	RCC, R-2, R-3, R-4, C-4, PD-R, PD-C, PD-MU, **R-1,** including any future downtown zones

DTCC Connected Corridor	A convenient mix of businesses, services, and housing within proximity to collector and higher volume roadways.	Up to 22 DU / Acre	C-1, C-2, C-3, C-4, PD-C, PD-MU, PD-SH, PD-TNZ, including any future downtown zones
DTLV Lively	A bustling district with a compact mix of jobs, entertainment, housing, and community gathering spaces all in walkable distance.	Up to 40 DU / Acre	C-2, C-3, C-4, PD-C, PD-MU, PD-TNZ, including any future downtown zones
Master Plan Development Land Uses			
PD Planned Development	Land use varies and is specific for each planned development as adopted by St. George City. Any improvements in these areas need to align with or formally modify the adopted land use plan through a master plan or a development agreement. May include, but not limited to Atkinville, Desert Canyon, Desert Color.	Varies	PD-R, PD-AP, PD-C, PD-MU, PD-M, PD-SH, PD-TNZ, PD-CR

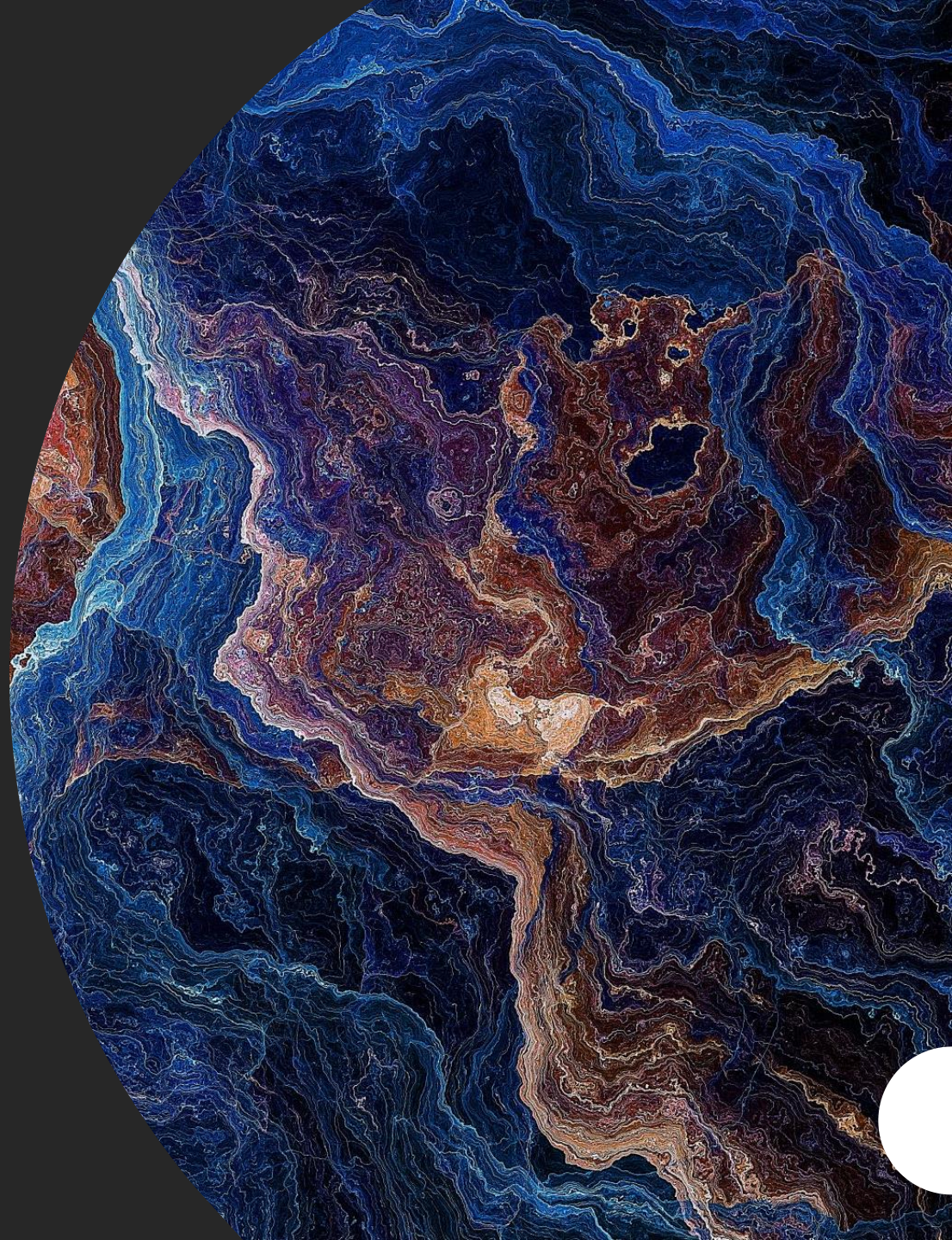
*Residential densities indicate primary residence per acre, does not include accessory dwelling units.

EXHIBIT B

POWERPOINT PRESENTATION

R-1 General Plan Amendment

2025-GPA-017



Responsible Growth Element

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
AE Agricultural Estates	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.	Up to 4 DU/ Acre*	AG zones, RE- 5, RE-12.5, RE-20, RE-37.5, G-G
VLDR Very Low Density Residential	Single-family or a clustering of housing units that achieves lower density while preserving agricultural or other lands with unique geological features including hillside.	Up to 2 DU/Acre*	RE-5, R-1-20, R-1-40, MH-20, MH-40, PD-R
LDR Low Density Residential	Single-family, multifamily, or the clustering of housing units that achieves an overall lower density.	Up to 4 DU / Acre*	All Agricultural Estates zones plus, **R-1,** R-1-8, R-1-10, R-1-12, R-1-20, R-1-40, MH-8, MH-10, MH-12, MH-20, MH-40, PD-R, PD-TNZ, PD-R
MDR Medium Density Residential	Single-family, multifamily, or the clustering of housing units that are more compact or have a higher density of development.	5-9 DU / Acre*	All Agricultural Estates and Low Density, Residential Plus Zones, **R-1,** R-1-6, R-1-7, R-1-8, R-1-10, MH-6, MH-8, R-2, R-3, R-4, RCC, R-1-C, PD-SH, PD-TNZ, PD-R
MHDR Medium-High Density Residential	Areas where a variety of residential densities might be appropriate, and a transition from a higher impact use such as commercial or mixed-use to a lower density residential is desired.	10-15 DU / Acre	All Medium Density Residential zones plus R-2, R-3, R-4, PD-TNZ, PD-R, PD-SH

Responsible Growth Element

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Downtown Area Land Uses:			
DTTN Traditional Neighborhood	A traditional neighborhood with a mix of one- and two-story single family and accessory dwellings set back from the street edge.	4 - 9 DU / Acre*	RCC, R-1-C, PD-R, R-1, including any future downtown zones
DTCN Connected Neighborhood	A convenient neighborhood with a varied mix of single-family homes, multifamily housing and neighborhood-scale businesses.	6 - 12 DU / Acre*	RCC, R-2, R-3, R-4, C-4, PD-R, PD-C, PD-MU, R-1, including any future downtown zones
DTCC Connected Corridor	A convenient mix of businesses, services, and housing within proximity to collector and higher volume roadways.	Up to 22 DU / Acre	C-1, C-2, C-3, C-4, PD-C, PD-MU, PD-SH, PD-TNZ, including any future downtown zones
DTLV Lively	A bustling district with a compact mix of jobs, entertainment, housing, and community gathering spaces all in walkable distance.	Up to 40 DU / Acre	C-2, C-3, C-4, PD-C, PD-MU, PD-TNZ, including any future downtown zones
Master Plan Development Land Uses			
PD Planned Development	Land use varies and is specific for each planned development as adopted by St. George City. Any improvements in these areas need to align with or formally modify the adopted land use plan through a master plan or a development agreement. May include, but not limited to Atkinville, Desert Canyon, Desert Color.	Varies	PD-R, PD-AP, PD-C, PD-MU, PD-M, PD-SH, PD-TNZ, PD-CR

*Residential densities indicate primary residence per acre, does not include accessory dwelling units.

Planning Commission Recommendation

On February 10, 2026, the Planning Commission held a public hearing in order to receive comments on the proposed General Plan amendment. They are recommending approval of the application as proposed with a 6-0 vote.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ST. GEORGE CITY GENERAL PLAN IN ORDER TO ADD THE R-1 ZONE TO THE RESPONSIBLE GROWTH ELEMENT. CASE NO. 2025-GPA-017

WHEREAS, The General Plan provides guidance for goals and policies in the community, and the City may revise the General Plan as appropriate; and

WHEREAS, the City Council considered the item at a public meeting on the requested amendment to the General Plan to add the R-1 zone to the responsible Growth Element of the General Plan on March 5, 2026; and

WHEREAS, the Planning Commission held a public hearing 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 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 General Plan is hereby amended by Exhibit 'A' attached.

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

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 5th day of March 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

PROPOSED CHANGES TO THE
RESPONSIBLE GROWTH ELEMENT OF THE GENERAL PLAN

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
AE Agricultural Estates	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.	Up to 4 DU/ Acre*	AG zones, RE- 5, RE-12.5, RE-20, RE-37.5, G-G
VLDR Very Low Density Residential	Single-family or a clustering of housing units that achieves lower density while preserving agricultural or other lands with unique geological features including hillside.	Up to 2 DU/Acre*	RE-5, R-1-20, R-1-40, MH-20, MH-40, PD-R
LDR Low Density Residential	Single-family, multifamily, or the clustering of housing units that achieves an overall lower density.	Up to 4 DU / Acre*	All Agricultural Estates zones plus, **R-1,** R-1-8, R-1-10, R-1-12, R-1-20, R-1-40, MH-8, MH-10, MH-12, MH-20, MH-40, PD-R, PD-TNZ, PD-R
MDR Medium Density Residential	Single-family, multifamily, or the clustering of housing units that are more compact or have a higher density of development.	5-9 DU / Acre*	All Agricultural Estates and Low Density, Residential Plus Zones, **R-1,** R-1-6, R-1-7, R-1-8, R-1-10, MH-6, MH-8, R-2, R-3, R-4, RCC, R-1-C, PD-SH, PD-TNZ, PD-R
MHDR Medium-High Density Residential	Areas where a variety of residential densities might be appropriate, and a transition from a higher impact use such as commercial or mixed-use to a lower density residential is	10-15 DU / Acre	All Medium Density Residential zones plus R-2, R-3, R-4, PD-TNZ, PD-R, PD-SH

	desired.		

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
HDR High Density Residential	Higher density residential to be located where appropriate and in areas spread throughout the community that offer higher density developments. High density can be appropriate adjacent to commercial areas and a transition to lower density developments.	16-22 DU / Acre	R-3, R-4, PD-SH, PD-TNZ, PD-R
R+ Residential Plus	Areas of St. George where the city may choose to allow for additional density or a mix of compatible uses to support re-investment and attainable housing.	Varies	Varies
COM Commercial	Various commercial uses including retail and commercial office. Scale and setbacks may vary based on zone district.	Up to 40 DU / Acre	A-P, C-1, C-2, C-3, C-4, PD-MU, PD-AP, PD-C
I Industrial	Various light manufacturing and industrial uses in appropriate locations, near major arterial roads.	N/A	M-1, M-2, PD-M
IND/COM Industrial / Commercial	Areas that may include light industrial, light manufacturing, retail office or attainable residential uses that are complementary.	N/A	MC, PD-MC
PF Public Facilities	Land owned and operated by public entities. May include schools, libraries, fire stations or similar public facilities	N/A	Public Facilities, Varies

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Primary Land Uses:			
A Airport	Lands located near the airport that support airport functions and are commercial in nature.	N/A	ASBP, AVI, C-RM, PD-C, PD-M
SL Sensitive Land Preservation	Lands held as permanent open space due to geological conditions such as floodplains	N/A	Open Space

	as designated by FEMA, rockslide, wetlands, and landslide-prone areas. Sensitive landscapes and archaeological areas may also fall under this category. Limited development activity such as trails, public amenities, recreational facilities and public utilities may be allowed for these areas.		
OS Open Space/ Parks/ Golf Courses/ Cemeteries	Public recreation areas including sports fields and playground areas. Limited development of associated amenities can occur in these areas. Golf courses and associated support facilities.	N/A	Open Space, Public Facilities, Park, varies
EQ Equestrian	These Equestrian subdivisions include agricultural uses, are found in Little Valley only, and are described in the Little Valley Sub Area Plan.	N/A	A-1, RE-12.5, RE-20, RE-37.5
EQB Equestrian Buffer	The Equestrian Buffers are located adjacent to Equestrian subdivisions and are required as described in the Little Valley Sub Area Plan.	N/A	A-1, RE-12.5, RE-20, RE-37.5

Land Use Designation	Description	Residential Density	Assoc. Zoning Districts
Downtown Area Land Uses:			
DTTN Traditional Neighborhood	A traditional neighborhood with a mix of one- and two-story single family and accessory dwellings set back from the street edge.	4 - 9 DU / Acre*	RCC, R-1-C, PD-R, **R-1,** including any future downtown zones
DTCN Connected Neighborhood	A convenient neighborhood with a varied mix of single-family homes, multifamily housing and neighborhood-scale businesses.	6 - 12 DU / Acre*	RCC, R-2, R-3, R-4, C-4, PD-R, PD-C, PD-MU, **R-1,** including any future downtown zones
DTCC Connected Corridor	A convenient mix of businesses, services, and housing within proximity to collector and higher volume roadways.	Up to 22 DU / Acre	C-1, C-2, C-3, C-4, PD-C, PD-MU, PD-SH, PD-TNZ, including any future downtown

			zones
DTLV Lively	A bustling district with a compact mix of jobs, entertainment, housing, and community gathering spaces all in walkable distance.	Up to 40 DU / Acre	C-2, C-3, C-4, PD-C, PD-MU, PD-TNZ, including any future downtown zones
Master Plan Development Land Uses			
PD Planned Development	Land use varies and is specific for each planned development as adopted by St. George City. Any improvements in these areas need to align with or formally modify the adopted land use plan through a master plan or a development agreement. May include, but not limited to Atkinville, Desert Canyon, Desert Color.	Varies	PD-R, PD-AP, PD-C, PD-MU, PD-M, PD-SH, PD-TNZ, PD-CR

*Residential densities indicate primary residence per acre, does not include accessory dwelling units.

Agenda Date: 03/05/2026 **Agenda Item Number:** 06

Subject:

Consider approval of Ordinance No. 2026-019 amending portions of Title 10 of City Code to create a new single-family zone to be known as the R-1 zone and amend the requirement for minimum floor area for a home. (Case No. 2025-ZRA-015 - R-1 zone addition)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Mike Terry, DSG Engineering

Reference Number: 2025-ZRA-015

Address/Location:

N/A

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

The applicant initially applied for a 4,000 sq ft zone but has modified the application to the currently requested new zoning category. At their meeting held on February 12, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0 and no conditions or modifications; one comment was given in favor of the application.

Staff Narrative (need/purpose):

All single-family zones currently in the zoning code have been in place since 1993. Some of the single-family zoning categories in the current code, in fact extend as far back as the early 1970s, though different standards applied at that time. The applicant is now proposing a new zoning category. Initially, the applicant proposed a 4,000 ft minimum zoning category. After a discussion with the City Council in a public meeting, the applicant modified the application to the proposed R-1 zone as presented in the staff report. Additionally, minor modifications to remove the requirements for minimum floor area in a single-family home are proposed.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On February 10, 2026, the Planning Commission held a public hearing to receive comment on the proposed zoning regulation amendment. They are recommending approval of amendment with a 6-0 vote and no conditions or modifications.

Attachments

St.George
Community Development

Zoning Regulation Amendment

PLANNING COMMISSION AGENDA REPORT: 02/10/2026
CITY COUNCIL AGENDA REPORT: 03/05/2026

REQUEST:
This request has been filed by Mike Terry on behalf of DSG Engineering (2025-ZRA-015). In short, the applicant is proposing a new zone. Initially, the applicant proposed a zone that would allow lots down to 4,000 ft². With direction from the City Council, staff worked with the applicant and now proposes a new single-family zone that eliminates a minimum square footage requirement. The proposed zone is called the R-1 zone to be consistent with other zoning categories.

AMENDMENT TO TITLE 10-7B-1: ZONING REGULATIONS – SINGLE FAMILY RESIDENTIAL ZONES – ALLOWED USES – EXHIBIT A
This section of the St George City municipal code currently regulates uses in the single-family zones. An additional column has been added for the new R-1 zoning category with allowed uses.

AMENDMENT TO TITLE 10-7B-3: ZONING REGULATIONS – LOT AREA, WIDTH, YARD REQUIREMENTS – EXHIBIT B
This section of the code controls the minimum lot area, width, and setbacks in each single-family zone. A new row has been added to the table to set forth the standards of the proposed zone.

AMENDMENT TO SECTIONS 10-7D-4, 10-6-4, 10-5-4, & 10-7-6(F): ZONING REGULATIONS – DESIGN CRITERIA – EXHIBIT C
These sections dictate a minimum floor area for a home in single-family zones (some depending on the size of the building lot). This proposal would eliminate these requirements.

BACKGROUND:
All single-family zones currently in the zoning code have been in place since 1993. Some of the single-family zoning categories in the current code, in fact extend as far back as the early 1970's, though different standards applied at that time. The applicant is now proposing a new zoning category. Initially, the applicant proposed a 4,000 ft² minimum zoning category. After a discussion with the City Council in a public meeting, the applicant modified the application to the proposed R-1 zone as presented here.

Multiple sections of the code are affected in this proposed zone:

1. 10-7B-1 – This is the use table for the single-family residential zones. It's in this table that uses are allowed as Permitted (P), Permitted with Standards (PS), Conditional (C), or not allowed. For consistency, staff suggests that the allowed uses in the proposed R-1 zone be the same as the smaller existing zones such as R-1-6 and R-1-7. If there are uses the Planning Commission believes should be added or eliminated from this zone, such a recommendation can be made to the City Council.
2. 10-7B-3 – This section sets forth the standards for the proposed R-1 zone. The biggest change from the other single-family zones is the square footage requirement, or more

accurately, the lack of a minimum square footage requirement. In the proposed zone, there would be no minimum square footage. Lot size and form would be regulated more by the frontage requirements. The proposal is that the zone is tied to the underlying general plan (GP). For example, if a proposed subdivision is in the MDR (Medium Density Residential) GP category, the subdivision may not exceed 9 units to the acre. Additionally, the frontage requirements are also tied to the General Plan. LDR (Low Density Residential) will require frontage of 60' while the other categories would allow a 40' frontage. The idea behind the frontage requirements is that an individual looking down a street will see the frontage and not what's in the back (the depth of a lot) which will give consistency to a project while still allowing flexibility in a project's design. Setbacks are also laid out in this section.

3. 10-7D-4, 10-6-4, 10-5-4, & 10-7-6(F) – This is a clean up item but one that is necessary to give this zone the flexibility needed to function properly. This eliminates the requirements for a minimum square footage of a home in the single-family, mobile home, gravel and grazing, and agricultural zones. This can be prohibitive when trying to design a smaller, more affordable home.

Proposed Changes:
The proposed revisions are attached as Exhibit A, B, & C.

- The additions are underlined in blue
- The removals are crossed out in ~~red~~

RECOMMENDATION:
On February 10, 2026, the Planning Commission held a public hearing on the proposed zoning regulation amendment. They recommend approval of the amendment with no conditions or alterations with a 6-0 vote.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions.
3. Deny the application.
4. Continue the proposed zoning regulation amendment to a later date.

POSSIBLE MOTION:
"I move that we approve the changes to Title 10 as proposed by Mike Terry and DSG Engineering and contained in exhibit 'A', 'B', and 'C', case no. 2025-ZRA-015, based on the findings listed in the staff report."

FINDINGS:

1. It is in the best interest of the city to update its municipal code periodically.
2. The proposed R-1 zone provides an additional single-family residential option that fits within the existing zoning framework and does not introduce new or incompatible uses beyond what is already allowed in similar zones.
3. Eliminating minimum home size requirements removes an unnecessary barrier to housing design flexibility while still maintaining reasonable development standards through setbacks, frontage, and building code requirements.
4. The proposed standards tie density and frontage to the underlying General Plan designation, ensuring that development intensity remains consistent with long-term land use policies.

5. The amendments promote housing choice and affordability by allowing smaller homes without reducing neighborhood compatibility or altering existing single-family development patterns.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-7B-1

ARTICLE B. SINGLE-FAMILY RESIDENTIAL ZONES

(R-1, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-1-40)

10-7B-1: Allowed Uses

10-7B-2: Height Regulations

10-7B-3: Lot Area, Width, Yard Requirements

10-7B-1:

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.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
City facility, primary	P	P	P	P	P	P	P	P
City facility accessory uses; accessory structure and use	P	P	P	P	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS	PS	PS	PS	PS

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Communication transmission facilities, including wireless, primary, height over 50'		C	C	C	C	C	C	C	C
Live-work unit					PS				
Public utility facilities, primary		PS	PS	PS	PS	PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures		P	P	P	P	P	P	P	P
Religious facility, primary		P	P	P	P	P	P	P	P
School, public or charter, primary		P	P	P	P	P	P	P	P
Short-term residential rental		PS	PS	PS	PS	PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P	P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P	P
	Apiaries/beekeeping						PS	PS	PS
	Child care, in-home babysitting	P	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P	P

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
	Guesthouse					PS	PS	PS	PS
	Home occupation	P	P	P	P	P	P	P	P
	Accessory dwelling unit	PS	PS	PS	PS	PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P	P	P	P	P

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-7B-3

10-7B-3:

LOT AREA, WIDTH, YARD REQUIREMENTS:

A. The minimum lot area, width, yard and landscaping requirements in each zone below are as follows:

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1 Density may not exceed underlying General Plan designation.	Not Applicable	LDR – 60' Otherwise – 40'	15' (20 to Garage) Exception: Open porch may encroach 5' into setback	5' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-6	6,000	70'	20'	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-7	7,000	70' or 65' in the central city residential area	20'	6' where public utility easement doesn't exist 8' if public utility easement exists	10'

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1-8: Lot size averaging:	8,000 Not more than a 20% reduction	70' or 65' in the central city residential area not less than 65%	20'	8'	10'
R-1-10 Lot size averaging:	10,000 Not more than a 30% reduction	80' Not more than a 30% reduction	20'	8'	10'
R-1-12 Lot size averaging:	12,000 Not more than a 30% reduction	90' Not more than a 30% reduction	20'	8'	10'
R-1-20 Lot size averaging:	20,000 Not more than a 30% reduction	100' Not more than a 30% reduction	20'	8'	10'
R-1-40 Lot size averaging:	40,000 Not more than a 30% reduction	200' Not more than a 30% reduction	20'	8'	10'

EXHIBIT C

PROPOSED CHANGES TO SECTIONS 10-7D-4, 10-6-4, 10-5-4, & 10-7-6(F)

10-7-6: (Single Family)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather-resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Prohibited Exterior Materials:*

1. Plain concrete block, slump block, weeping mortar.

2. Colored or architectural concrete block.

3. Plywood siding.

4. Metal siding, sheet metal.

5. Untreated metal, or reflective roofing.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:*~~

~~1. Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2. Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

~~G.~~ F. Any addition to the main structure shall be constructed using the same design, finishes, materials, and colors.

~~H.~~ G. *Access:* There shall be a minimum of one (1) point of access to a dedicated public road that meets the adopted road standards. All other access requirements shall comply with the current fire code as approved by the fire marshal.

~~I.~~ H. *Special Water Standards:* The following construction standards shall apply to all new or remodeled single- or multiple-family units:

1. Single-family or multifamily residential dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.

2. Single-family or multifamily residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.

3. Single-family or multifamily residential dwelling units shall install Energy Star-qualified appliances.

4. All individually platted multifamily units which are accessed from the ground floor shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multifamily units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each

unit to monitor water usage. All multifamily projects shall require separate water meters for all outdoor (irrigation) water usage, including landscaping.

10-7D-4: (Mobile Home)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans, and construction drawings of one-quarter (1/4) scale, which show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather-resistant materials aesthetically consistent with concrete- or masonry-type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:*~~

~~1. Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2. Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

10-6-4: (Gravel & Grazing)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off-site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of five hundred (500) square feet.~~

10-5-4: (Agricultural)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

~~G.~~ **F.** *Special Water Standards:* The following standards shall apply to all new or remodeled single-family units:

1. Residential dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.

2. Residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.

3. Residential dwelling units shall install Energy Star-qualified appliances.

EXHIBIT D

POWERPOINT PRESENTATION

Proposed R-1 Zone

2025-ZRA-015

TITLE 10-7B-1: ZONING REGULATIONS – SINGLE-FAMILY RESIDENTIAL ZONES – ALLOWED USES

Allowed Uses

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
City facility, primary		P	P	P	P	P	P	P	P
City facility accessory uses; accessory structure and use		P	P	P	P	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS	PS	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'		C	C	C	C	C	C	C	C
Live-work unit					PS				
Public utility facilities, primary		PS	PS	PS	PS	PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures		P	P	P	P	P	P	P	P
Religious facility, primary		P	P	P	P	P	P	P	P
School, public or charter, primary		P	P	P	P	P	P	P	P
Short-term residential rental		PS	PS	PS	PS	PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P	P	P	P	P
Single-family dwelling	Accessory structure and use	P	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P	P

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
accessory uses:	Apiaries/beekeeping						PS	PS	PS
	Child care, in-home babysitting	P	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P	P
	Guesthouse					PS	PS	PS	PS
	Home occupation	P	P	P	P	P	P	P	P
	Accessory dwelling unit	PS	PS	PS	PS	PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200	P	P	P	P	P	P	P	P

TITLE 10-7B-3: ZONING REGULATIONS – LOT AREA, WIDTH, YARD REQUIREMENTS

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1 Density may not exceed underlying General Plan designation.	Not Applicable	LDR – 60' Otherwise – 40'	15' (20 to Garage) Exception: Open porch may encroach 5' into setback	5' where public utility easement doesn't exist 8' if public utility easement exists	10'

SECTIONS 10-7-6(F): ZONING REGULATIONS – DESIGN CRITERIA (Single Family)

~~F.– *Minimum Floor Area:*~~

~~1.– Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2.– Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

SECTIONS 10-7D-4(F): ZONING REGULATIONS – DESIGN CRITERIA (Mobile Home)

~~F.– *Minimum Floor Area:*~~

~~1.– Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2.– Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

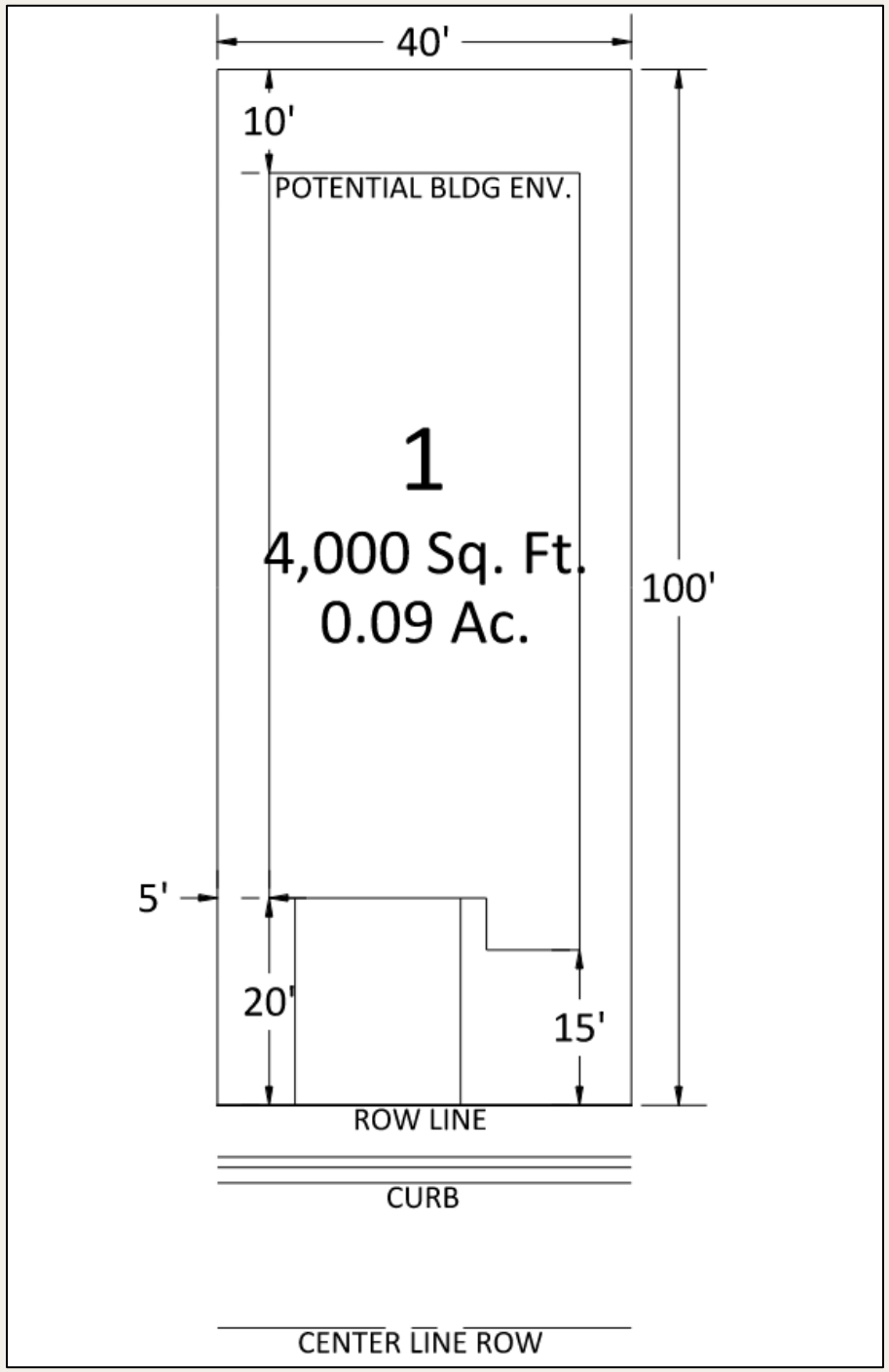
SECTIONS 10-6-4(F): ZONING REGULATIONS – DESIGN CRITERIA (Gravel & Grazing)

~~F.– *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of five hundred (500) square feet.~~

SECTIONS 10-5-4: ZONING REGULATIONS – DESIGN CRITERIA (Agricultural)

~~F.– *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

4,000 FT² EXAMPLE



Planning Commission

On February 10, 2026, the Planning Commission held a public hearing on the proposed zoning regulation amendment. They recommend approval of the amendment with no conditions or alterations and a 6-0 vote.

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF TITLE 10 IN ORDER TO CREATE A NEW SINGLE-FAMILY ZONING CATEGORY CALLED THE R-1 ZONE AND MAKE MODIFICATIONS TO THE REQUIREMENTS FOR MINIMUM FLOOR AREA OF A SINGLE-FAMILY HOME IN CERTAIN ZONES. CASE NO. 2025- ZRA-015

WHEREAS, after careful consideration, the city council has determined that amending portions of Title 10 in order to create a new single-family zoning category called the R-1 zone and make modifications to the requirements for minimum floor area of single-family homes in certain zones is in the best interest of the health, safety and welfare of the citizens of St. George; and

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

WHEREAS, the City Council held a public meeting on March 5, 2026, on the requested code amendment; and

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

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

Section 2. Enactment. The St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 5th day of March 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

PROPOSED CHANGES TO TITLE 10-7B-1

ARTICLE B. SINGLE-FAMILY RESIDENTIAL ZONES

(R-1, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-1-40)

10-7B-1: Allowed Uses

10-7B-2: Height Regulations

10-7B-3: Lot Area, Width, Yard Requirements

10-7B-1:

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.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
City facility, primary	P	P	P	P	P	P	P	P
City facility accessory uses; accessory structure and use	P	P	P	P	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS	PS	PS	PS	PS

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Communication transmission facilities, including wireless, primary, height over 50'		C	C	C	C	C	C	C	C
Live-work unit					PS				
Public utility facilities, primary		PS	PS	PS	PS	PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures		P	P	P	P	P	P	P	P
Religious facility, primary		P	P	P	P	P	P	P	P
School, public or charter, primary		P	P	P	P	P	P	P	P
Short-term residential rental		PS	PS	PS	PS	PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P	P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P	P	P	P	P
	Agriculture	P	P	P	P	P	P	P	P
	Apiaries/beekeeping						PS	PS	PS
	Child care, in-home babysitting	P	P	P	P	P	P	P	P
	Child care, family	P	P	P	P	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P	P	P	P

		R-1	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
	Guesthouse					PS	PS	PS	PS
	Home occupation	P	P	P	P	P	P	P	P
	Accessory dwelling unit	PS	PS	PS	PS	PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits	P	P	P	P	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P	P	P	P	P

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-7B-3

10-7B-3:

LOT AREA, WIDTH, YARD REQUIREMENTS:

A. The minimum lot area, width, yard and landscaping requirements in each zone below are as follows:

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1 Density may not exceed underlying General Plan designation.	Not Applicable	LDR – 60' Otherwise – 40'	15'(20 to Garage) Exception: Open porch may encroach 5' into setback	5'where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-6	6,000	70'	20'	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-7	7,000	70' or 65' in the central city residential area	20'	6' where public utility easement doesn't exist 8' if public utility easement exists	10'

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1-8: Lot size averaging:	8,000 Not more than a 20% reduction	70' or 65' in the central city residential area not less than 65%	20'	8'	10'
R-1-10 Lot size averaging:	10,000 Not more than a 30% reduction	80' Not more than a 30% reduction	20'	8'	10'
R-1-12 Lot size averaging:	12,000 Not more than a 30% reduction	90' Not more than a 30% reduction	20'	8'	10'
R-1-20 Lot size averaging:	20,000 Not more than a 30% reduction	100' Not more than a 30% reduction	20'	8'	10'
R-1-40 Lot size averaging:	40,000 Not more than a 30% reduction	200' Not more than a 30% reduction	20'	8'	10'

EXHIBIT C

PROPOSED CHANGES TO SECTIONS 10-7D-4, 10-6-4, 10-5-4, & 10-7-6(F)

10-7-6: (Single Family)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather-resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Prohibited Exterior Materials:*

1. Plain concrete block, slump block, weeping mortar.

2. Colored or architectural concrete block.

3. Plywood siding.

4. Metal siding, sheet metal.

5. Untreated metal, or reflective roofing.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:*~~

~~1. Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2. Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

~~G.~~ F. Any addition to the main structure shall be constructed using the same design, finishes, materials, and colors.

~~H.~~ G. *Access:* There shall be a minimum of one (1) point of access to a dedicated public road that meets the adopted road standards. All other access requirements shall comply with the current fire code as approved by the fire marshal.

~~I.~~ H. *Special Water Standards:* The following construction standards shall apply to all new or remodeled single- or multiple-family units:

1. Single-family or multifamily residential dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.

2. Single-family or multifamily residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.

3. Single-family or multifamily residential dwelling units shall install Energy Star-qualified appliances.

4. All individually platted multifamily units which are accessed from the ground floor shall be separately metered, submetered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multifamily units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each unit to monitor water usage. All multifamily projects shall require separate water meters for all

outdoor (irrigation) water usage, including landscaping.

10-7D-4: (Mobile Home)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans, and construction drawings of one-quarter (1/4) scale, which show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather-resistant materials aesthetically consistent with concrete- or masonry-type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:*~~

~~1. Each dwelling located on a lot of seven thousand (7,000) square feet or less in size shall have a minimum floor area, exclusive of garages and basement, of nine hundred (900) square feet.~~

~~2. Each dwelling located on a lot greater than seven thousand (7,000) square feet in size shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

10-6-4: (Gravel & Grazing)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off-site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of five hundred (500) square feet.~~

10-5-4: (Agricultural)

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans and construction drawings of one-quarter (1/4) scale, that show building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design deadloads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

C. For all dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the dwelling in accordance with ICC guidelines and constructed of weather resistant materials aesthetically consistent with concrete or masonry type foundation materials.

2. A minimum landing of thirty-six inches (36") by thirty-six inches (36") at each exit.

3. All manufactured home running gear, tongues, axles and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Exterior Materials:* Each dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile or stone.

E. *Width Of Dwelling:* The width of each dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

~~F. *Minimum Floor Area:* Each dwelling shall have a minimum floor area, exclusive of garage and basement, of one thousand (1,000) square feet.~~

~~G.~~ F. *Special Water Standards:* The following standards shall apply to all new or remodeled single-family units:

1. Residential dwelling units shall install hot water recirculation systems unless hot water

delivery can be demonstrated to occur without first displacing more than six-tenths (0.6) gallons of system water.

2. Residential dwelling units shall install WaterSense-labeled fixtures, including, but not limited to, faucets, showerheads, toilets, and urinals.

3. Residential dwelling units shall install Energy Star-qualified appliances.

Agenda Date: 03/05/2026 **Agenda Item Number:** 07

Subject:

Consider approval of Ordinance No. 2026-020 amending the Citys General Plan from LDR (Low Density Residential) to COM (Commercial) on approximately 109 acres located generally on the east side of Highway 18, between approximately 3000 North and 3800 North. (Case No. 2025-GPA-012 - The Trails East)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Larry Curtis, FFKR Architects

Reference Number: 2025-GPA-012

Address/Location:

Generally located on the east side of Highway 18, between approximately 3000 North and 3800 North.

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

In 2006, a plan was approved for the subject property but did not materialize. As a result, the approvals lapsed and the property sold. The current applicant has a desire for a commercial element on the property and needs to change the General Plan on a portion of the property. At their meeting held on February 24, 2026, the Planning Commission held a public hearing and recommended approval with a vote of 6-0; one property owner made a comment which was generally in favor of the amendment.

Staff Narrative (need/purpose):

One of the elements of the plan for the Trails East property is a retail element and a resort/hotel element. As a result, the applicant has identified areas where they would need commercial zoning in order to make their plans happen. However, they first need to amend the general plan for the zoning to be considered.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing on February 24, 2026, to receive public comment on the proposed general plan amendment. They recommend approval with a 6-0 vote and no conditions.

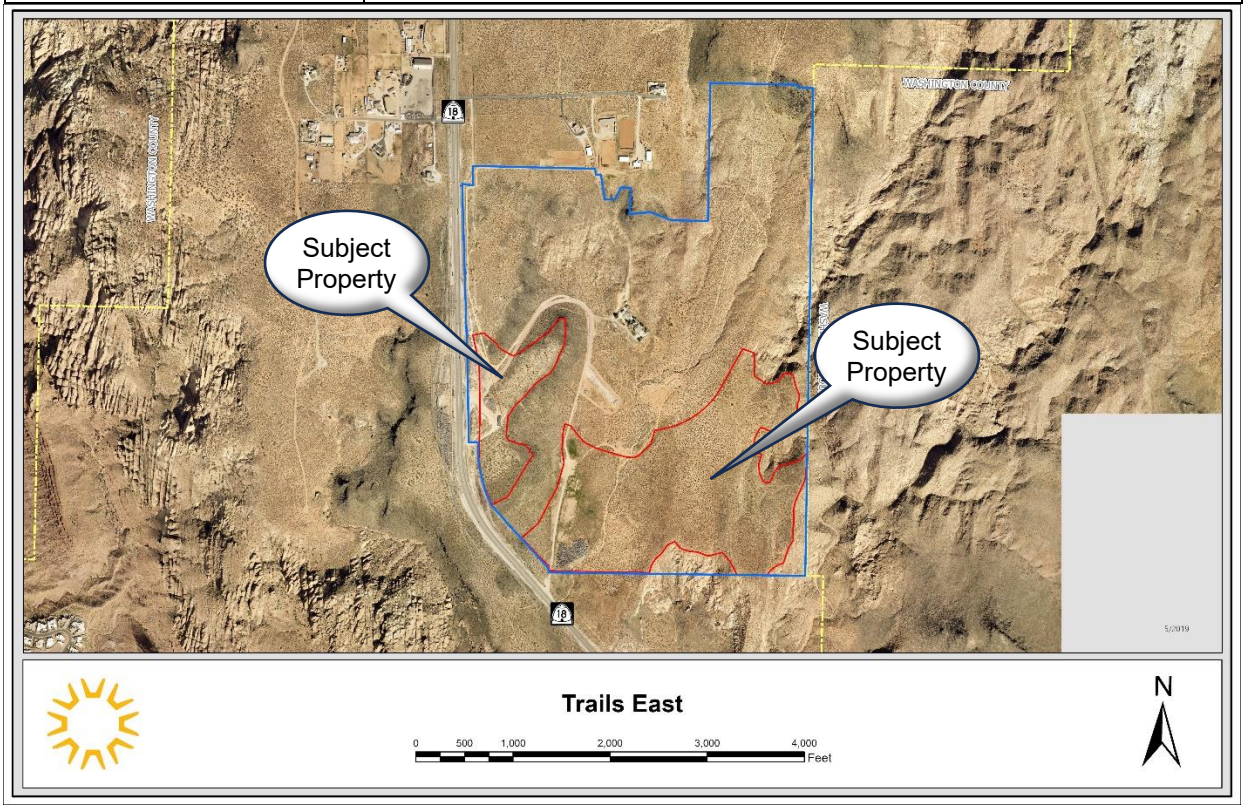
Attachments

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **02/24/2026**
CITY COUNCIL AGENDA REPORT: **03/05/2026**

TRAILS EAST GENERAL PLAN AMENDMENT General Plan Amendment (Case No. 2025-GPA-012)	
Request:	Consider a change to the General Plan future land-use map from LDR (Low Density Residential) to COM (Commercial). The total area proposed to be changed is approximately 107 acres and is generally located on the east side of Highway 18, between approximately 3000 North and 3800 North (See areas outlined in red in the map below).
Applicant:	FFKR Architects
Representative:	Larry Curtis
Location:	Generally located on the east side of Highway 18, between approximately 3000 North and 3800 North.
Existing General Plan:	LDR (Low Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	G&G (Gravel & Grazing)
Land Area:	Approximately 109 acres



BACKGROUND:

The applicant is the owner of what was once known and approved as The Trails. The Trails zoning was approved in 2006 and was designed with 925 single-family units throughout the approximately 335-acre site. The current owner of the Trails land is proposing to change a portion of the property to a commercial designation to accommodate future retail, and resort uses as well as an array of various housing types. This request is simply a request to consider changing two portions of the overall property, equaling 109 acres to commercial on the General Plan to accommodate those future uses.

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 LDR (Low Density Residential). The LDR category of the General Plan states that the Low-Density Residential areas are to be *"Single-family, multifamily, or the clustering of housing units that achieves an overall lower density."*

In considering if a change of the general plan land use is warranted, several factors should be considered. Please consider the following:

Infrastructure capacity: In discussion with the Water and Power Departments, the city has the capacity to serve sewer, water, and power to the proposed property for the number of units they are anticipating. Upgrades to the systems will likely need to happen as construction takes place, but they have indicated the ability to serve.

Access: The site will be accessed from Highway 18 and Movie Rock Road, which is currently under construction as a frontage road to Highway 18. Given long-anticipated development in the area, including construction of the abandoned overpass, Public Works and Engineering indicate that the highway, particularly with the frontage road improvements, has capacity to serve the site.

Surrounding Land Uses: The subject area would function as a stand-alone commercial node but is planned to integrate with future residential development to the north, which will connect to the recently approved Rusty Cliffs project, including its commercial component. Open space and protected lands lie to the south and east within both the City and County.

Topography: While there is some topography in the area, the applicant has made a good effort to stay out of the more sensitive areas of the site. The bulk of the property lies within a natural depression that is largely under 20% slopes. The irregular shape of the proposed land use amendment reflects existing topography and the applicant's effort to preserve sensitive natural areas.

The applicant has indicated that their intent is to provide a mix of uses throughout the Trails property including multifamily, single-family, and commercial. They have provided conceptual drawings that have been attached to this staff report for Planning

Commission's consideration. The ability to serve utilities along with highway capacity gives this property a unique opportunity for development. The General Plan indicates promotion of convenient commercial development throughout the city as a stated goal. It specifically states the following as a goals:

- Support a mix of commercial and residential uses with an appropriate scale within neighborhood commercial centers.
- Consider live/work and diverse and vibrant horizontal and vertical mixed-use opportunities.

This is a way of providing that mix of commercial and residential uses and giving variety to not only visitors to the city but also those "live, work and play" within the city as well. By way of information, the property is currently zoned G&G (Gravel and Grazing). Changing the General plan is intended to pave the way for a future zone change.

RECOMMENDATION:

Planning Commission held a public hearing on February 24, 2026, to receive public comment on the proposed general plan amendment. One property owner made a comment which was generally in favor of the amendment. The Planning Commission recommended approval with a 6-0 vote.

ALTERNATIVES:

1. Approve the General Plan Amendment.
2. Deny of this General Plan Amendment
3. Continue the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:

"I move that we approve the Trails East General Plan Amendment, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The site is in a good location for commercial use along Highway 18 and is positioned to serve future growth in the area.
2. City utilities, including water, sewer, and power, have the capacity to serve the site, with upgrades occurring as development moves forward.
3. The frontage road and planned highway improvements provide adequate access and transportation capacity for the proposed uses.
4. The proposed commercial designation supports the General Plan goal of creating mixed-use areas where people can live, work, and shop in the same part of town.
5. The amendment respects the site's topography by keeping development out of more sensitive areas and focusing on land that can reasonably be built on.

Exhibit A
Applicant's Narrative

FFKR ARCHITECTS

MEMO

To:	Daniel Boles St. George City Planning Comm. 175 East 200 North St. George, Utah 84770	**Date:** **Project:**	September 12, 2025 Trails East
From:	Larry R Curtis	**FFKR Project #:**	25073

Property Location:	Immediately East of Utah State Route 18 between 4050 North and 2800 North
Current General Plan Designation:	LDR (Low Density Residential)
Proposed General Plan Designation:	COM (Commercial)
Acreage:	107.1

The applicant requests a General Plan Amendment for 107.1 acres located immediately east of Utah State Route 18 between approximately 4050 North and 2800 North. This requires changing a portion of the land-use designation from LDR (Low Density Residential) to COM (Commercial). The purpose of this amendment is for the development of a Resort Hotel, Resort Branded Residences, Clubhouse, Pool & Outdoor amenities, Commercial Retail and Food & Beverage outlets.

Considering the property's immediate proximity to Utah State Route 18, it's better suited to provide a commercial retail environment that would encourage a walkable community and enhance the development of future residential product. The proximity to Utah State Route 18, in conjunction with the adjacency to natural preserves and wildlife, makes it an ideal location to develop a high-end luxury resort property, thus inspiring development of single family residential. Additionally, given the ample LDR designation in neighboring properties, commercial land use would open the door to valuable retail, thereby increasing single family residential viability. Apartment, townhome and multifamily residential would help meet market demand within a smaller footprint, thus helping to preserve natural surroundings.

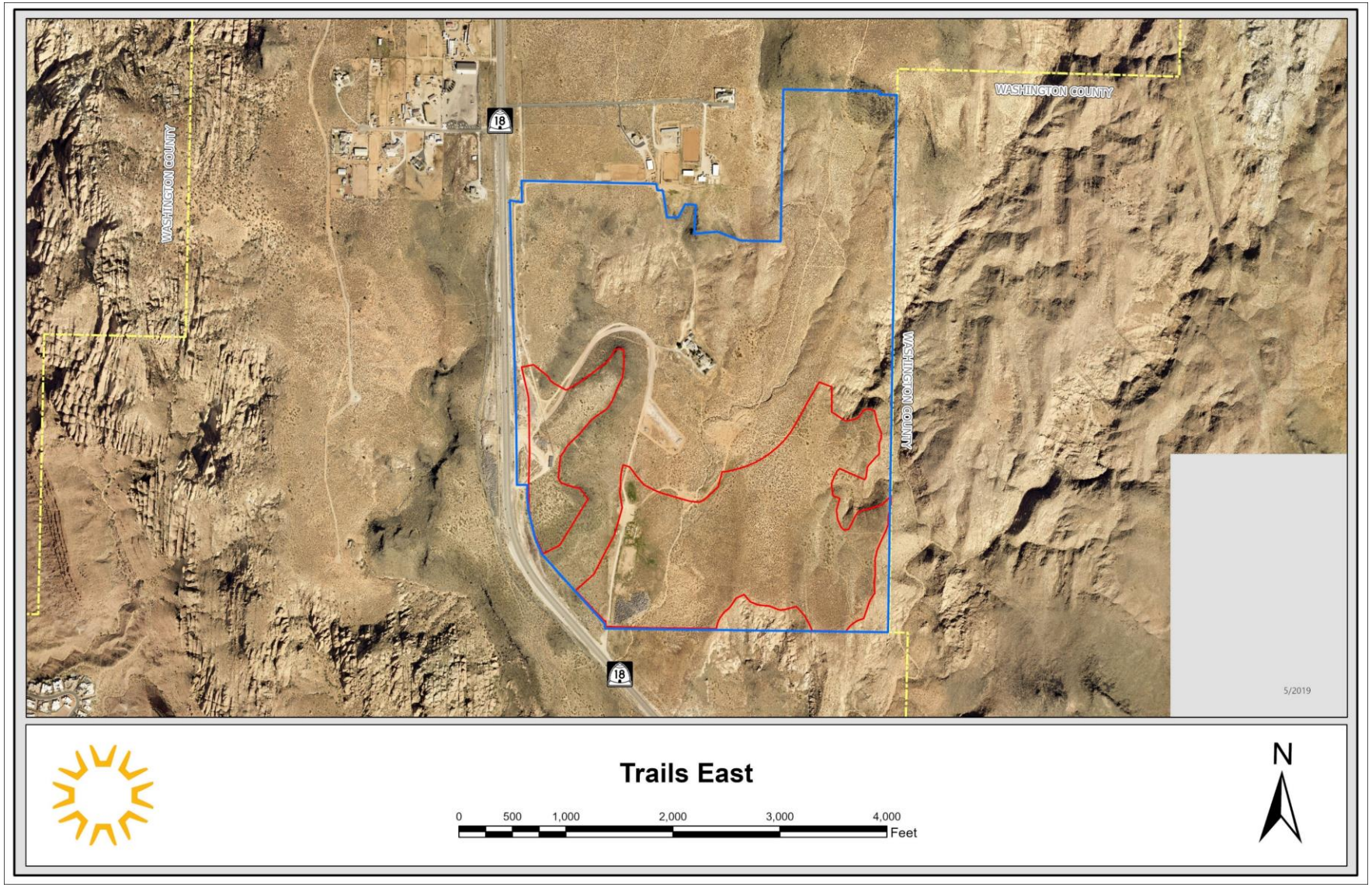
In concert with the city's 2040 General Plan, workforce opportunities would help provide economic growth, while offering closer access to common goods and services. Accessibility goals would be fulfilled by tying into and strengthening existing trail networks, with thoughtful building placement connecting residents more closely to nature.

Exhibit B
PowerPoint Presentation

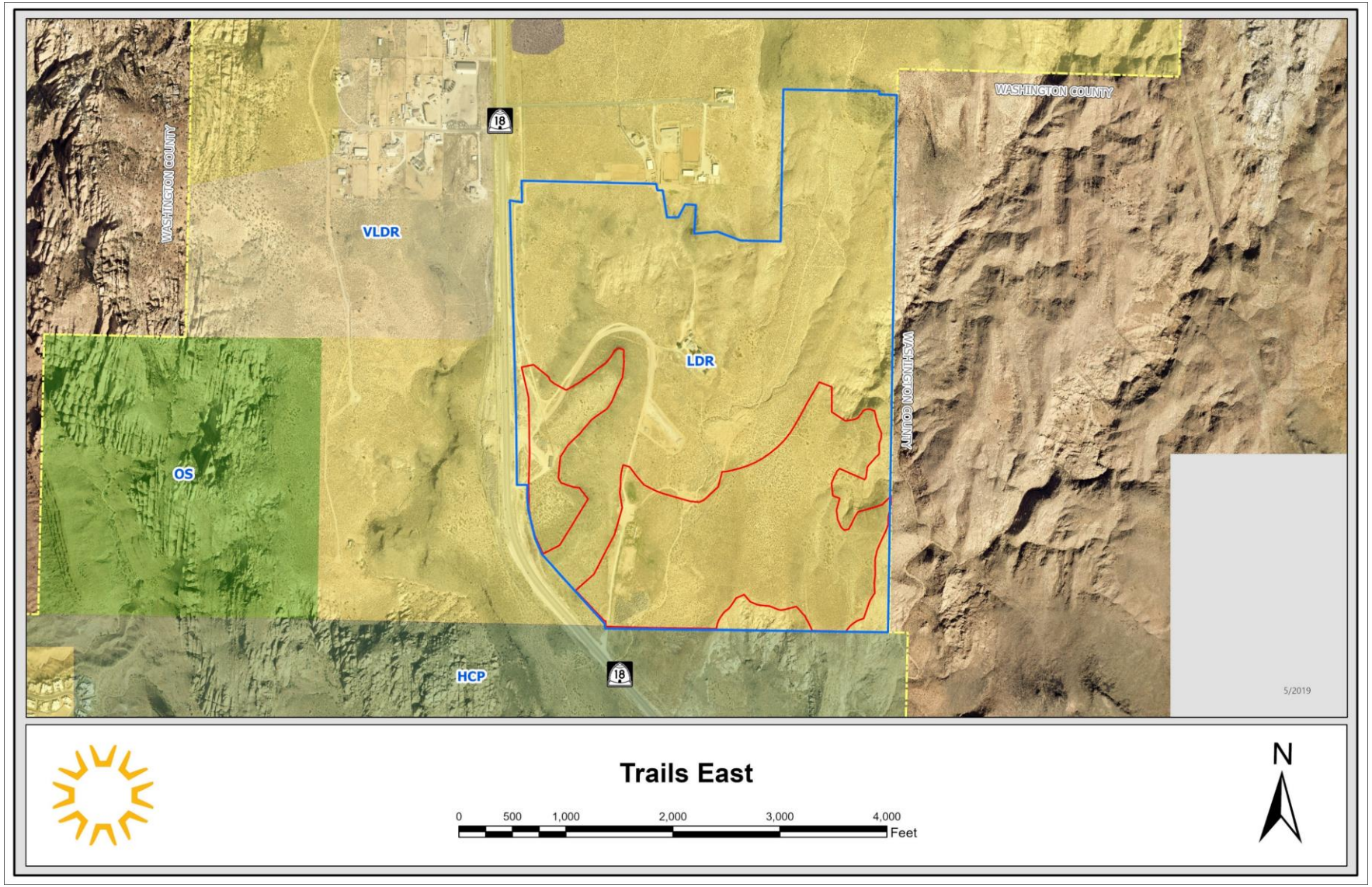
THE TRAILS EAST

2025-GPA-012

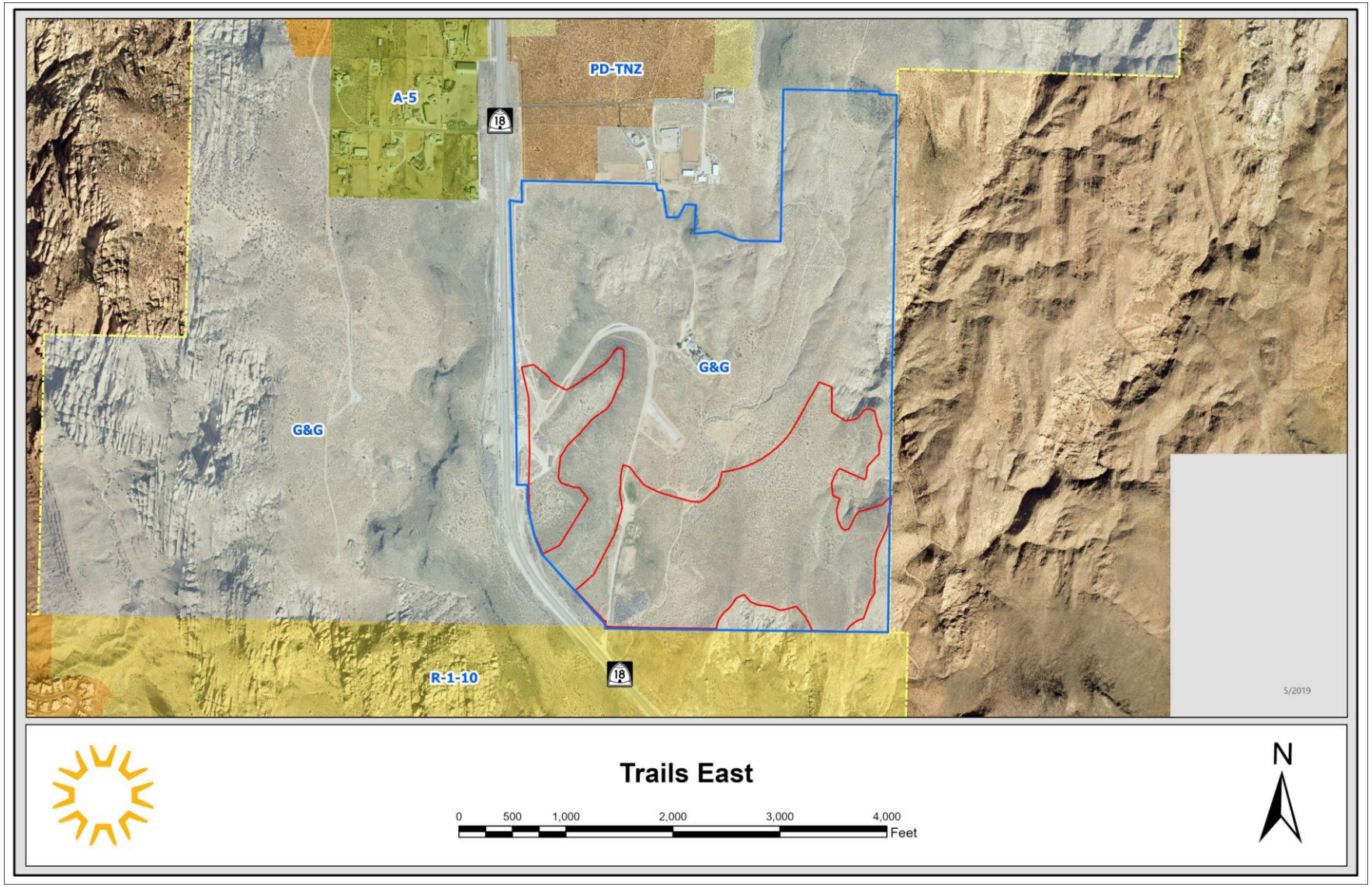
AERIAL MAP


WASHINGTON COUNTY
WASHINGTON COUNTY
WASHINGTON COUNTY
18
18
5/2019
Trails East
0
500
1,000
2,000
3,000
4,000
Feet
N

LAND USE - GENERAL PLAN MAP



ZONING MAP


A-5
PD-TNZ
G&G
G&G
R-1-10
18
18
5/2019
Trails East
0
500
1,000
2,000
3,000
4,000
Feet
N

PROJECT AREA

ILLUSTRATIVE PLAN

A1 SITE ILLUSTRATIVE PLAN
SCALE: 1" = 150'

SCALE: 1" = 150'

NORTH

EKR ARCHITECTS | LANDSCAPE & PLANNING

THE TRAILS EAST - RESORT MASTER PLAN
SR-18 MILE POST 7, ST. GEORGE UT 84771
Helos Group
SITE PLAN - FEB. 23, 2026

PROJECT NUMBER 25111

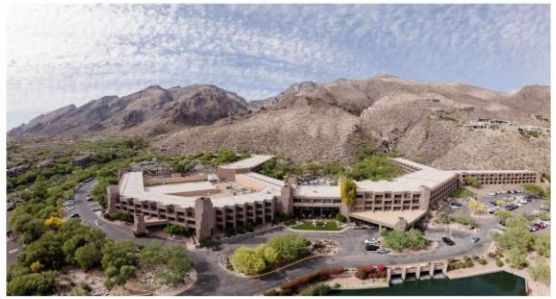
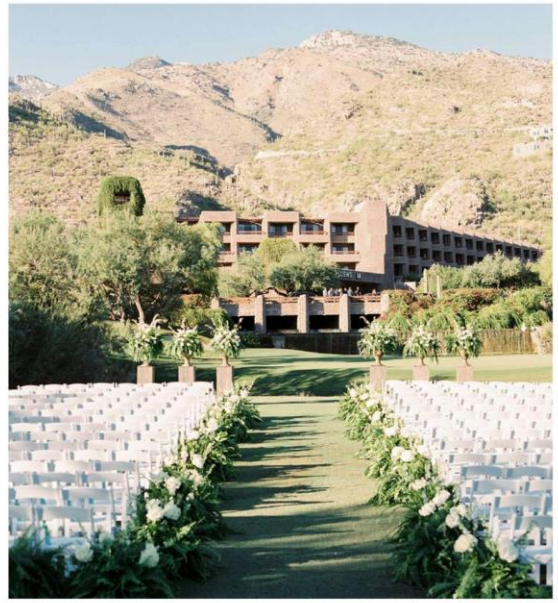
TRAILS DEVELOPMENT MAP

RESORT CONCEPT

Resort Concept Plan

(Proposed PD-C Zoning)

RESORT CONCEPT

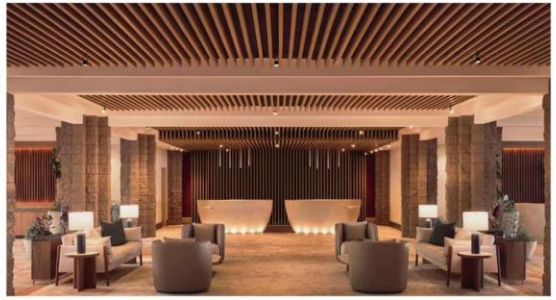
February 15, 2026

Trails East Masterplan

Resort Precedence

HELOS GROUP | FFKR ARCHITECTS

RESORT CONCEPT



February 15, 2026

Trails East Masterplan

Resort Precedence

HELOS GROUP | FFKR ARCHITECTS

PLANNING COMMISSION HEARING

Planning Commission held a public hearing on February 24, 2026, to receive public comment on the proposed general plan amendment. One property owner made a comment which was generally in favor of the amendment. The Planning Commission recommended approval with a 6-0 vote.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 109 ACRES GENERALLY LOCATED ON THE EAST SIDE OF HIGHWAY 18, BETWEEN APPROXIMATELY 3000 NORTH AND 3800 NORTH FOR A PROJECT TO BE KNOWN AS THE TRAILS EAST.

(The Trails East)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from LDR (Low Density Residential) to (COM) Commercial on approximately 109 acres generally located on the east side of Highway 18, between approximately 3000 North and 3800 North for a project to be known as The Trails East; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on March 5, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on February 24, 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, objectives and the policies in the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to Commercial (COM) on approximately 109 acres generally located generally located on the east side of Highway 18, between approximately 3000 North and 3800 North 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 5th day of March 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”
Location of General Plan Amendment
for The Trails East

Agenda Date: 03/05/2026 **Agenda Item Number:** 08

Subject:

Consider approval of Ordinance No. 2026-021 amending the Desert Color Planned Development TNZ zone on approximately 58.68 acres located southwest of Painted Ridge Parkway, west of Desert Sage Parkway and west of the previously approved Sage Haven phases to develop the next residential phases of Sage Haven. (Case No. 2026-PDA-002 - Sage Haven Phases 22-33)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson, Representing Desert Color of St. George, LLC

Reference Number: 2026-PDA-002

Address/Location:

Generally southwest of Painted Ridge Parkway, west of Desert Sage Parkway and west of the previously approved Sage Haven phases

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

This application is to consider approval of 260 units in the Desert Color PD-TNZ zone. The Planning Commission held a public hearing on the request and recommends approval of the application with a 6-0 vote and the following comment: That all civic space required will be met per the zone plan.

Staff Narrative (need/purpose):

Desert Color is seeking approval for the next several phases of Sage Haven. All of the townhome units (149 in total) and a majority of the single-family units (91) will be in the NG (Neighborhood General) zone of the PD-R with an additional 20 single-family units in the NE (Neighborhood Edge) zone. Neighborhood General tends to be smaller lots or multifamily while Neighborhood Edge are typically slightly larger lots and single-family. Of the 260 units in this pod, 111 will be single family and 149 will be multi-family townhomes.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on the request and recommends approval of the application with a 6-0 vote and the following comment:1.That all civic space required will be met per the zone plan.

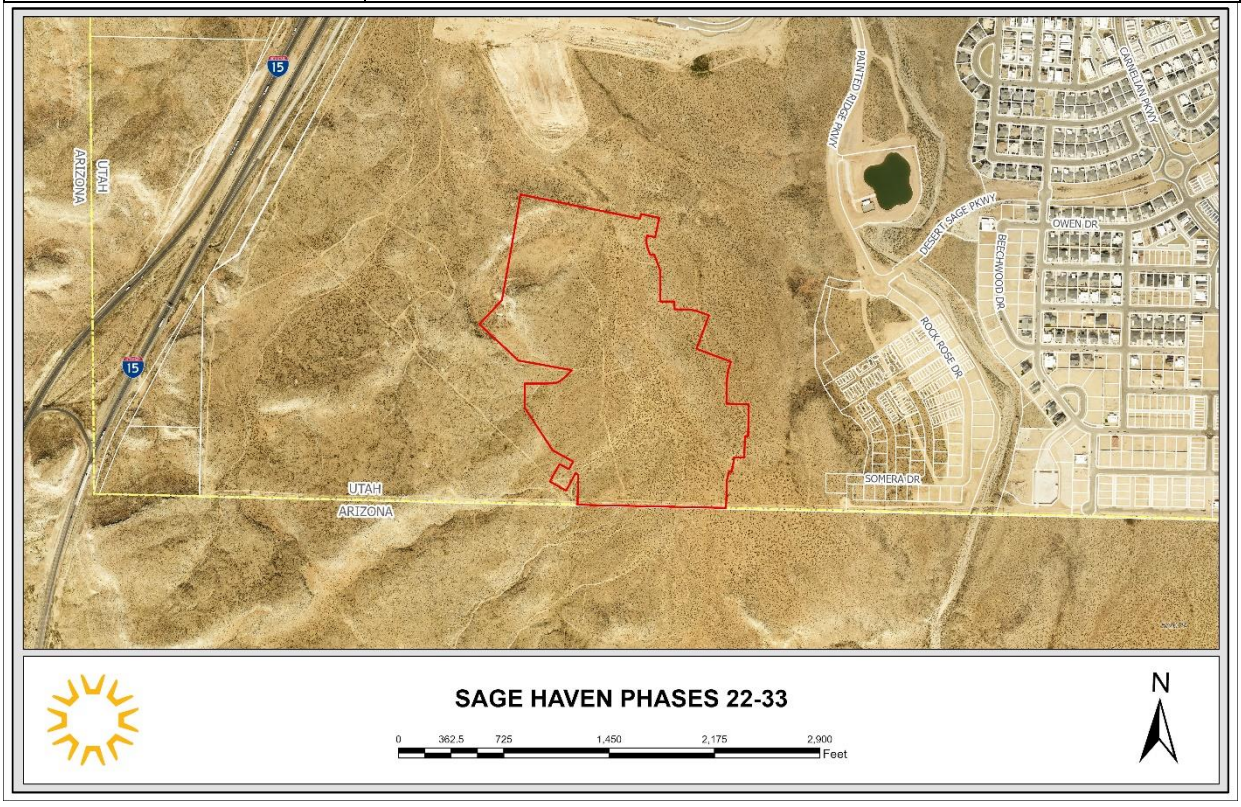
Attachments

St.George
Community Development

PD AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 02/10/2026
CITY COUNCIL AGENDA REPORT: 03/05/2026

SAGE HAVEN PHASES 22-33 Planned Development Amendment (Case No. 2026-PDA-002)		
Request:	Consider a PD Amendment to the Desert Color PD-TNZ to develop the next phase of Sage Haven (more particularly known as Sage Haven Phases 22-33) in Desert Color development. Sage Haven was initially approved in 2021, and subsequent phases have been approved since.	
Applicant:	Desert Color St. George, LLC	
Representative:	Bob Hermandson	
Location:	Generally located southwest of Painted Ridge Parkway, west of Desert Sage Parkway and just west of the previously approved Sage Haven phases.	
Existing Zone:	PD-R – TNZ (NG & NE) (Planned Development Residential, Traditional Neighborhood Zone – Neighborhood General & Neighborhood Edge).	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	Arizona
	East	PD-R (Planned Development Residential)
	West	PD-R (Planned Development Residential)
Land Area:	Approximately 58.68 acres	



Background:

Desert Color development started in the Resort area and moved to the south and west. Auburn Hills was the next phase to the south of the resort with Sage Haven south of Desert Sage Pkwy on the south end of Auburn Hills. In 2021, the first phases of Sage Haven were approved, and construction many buildings have been occupied since. With construction well underway in all of these areas, Desert Color is seeking approval for the next several phases of Sage Haven.

All of the townhome units (149 in total) and a majority of the single-family units (91) will be in the NG (Neighborhood General) zone of the PD-R with an additional 20 single-family units in the NE (Neighborhood Edge) zone. Neighborhood General tends to be smaller lots or multifamily while Neighborhood Edge are typically slightly larger lots and single-family. Of the 260 units in this pod, 111 will be single family and 149 will be multi-family townhomes. As a total for these phases, this mix isn't compliant with the requirement for 50% single-family homes, but as a running total for Sage Haven, 56% are currently single-family factoring the numbers from this application. There is also an open area that the developer is showing as future multi-family development. These will have to be designed and submitted to the city for approval in the future prior to development.

As has been stated in previous applications, Planning Commission is not reviewing the single-family portion of this application, but staff wanted to provide the context of what was happening with this pod. The applicant is introducing a new product but is also proposing to use much of the same style of units that were approved and are currently under construction in other phases of Desert Color.

Finally, the applicant has provided a layout with the type of buildings and the builders of the multi-family product (see attached color layout of multi-family area). The blue area in the north-west of the site will be reviewed in the future.

The development standards for TNZ-NG zones are as follows:

1. **Pattern of development**. The pattern of development is required to follow the Traditional Neighborhood Zone (TNZ) guidelines found in Chapter 7H of the Zoning Regulations. In Section 7H-1-A-2 of the Zoning Regulations, it suggests the traditional block design to be used for the pattern of development. The traditional block design uses a grid street pattern. This plan has, to the greatest extent possible, given topography, property lines, acreage, etc., used a grid pattern. The traditional block design also includes street cross-sections that promote pedestrian activity. The plan makes use of streets, alleys, and pedestrian walkways for access. The street cross-sections found in the preliminary plat depict pedestrian friendly corridors. Sidewalks will connect each building and unit to the rights-of-way.

2. **Civic Space.** A portion (approximately 50 acres) of the proposed phases is in the TNZ-NG zone requires that 5% be dedicated to civic space. The zone plan also allows the required civic space to be spread out through the overall neighborhood, in this case, Sage Haven. These particular phases show civic space in the center of the project and along the southern boundary. As a whole, Sage haven is showing approximately 10% dedicated to civic space.

3. **Parking.** The parking requirement for single-family homes is two spaces per unit, which each unit will be required to meet. The parking requirements for Desert Color multi-family vary depending on the number of bedrooms with a maximum requirement of two spaces per unit. Each of the units in the development will have a two-car garage. Some will have additional parking in the form of a driveway. In addition, guest parking for the townhomes needs to be provided at a rate of one stall for every five units. That would yield a requirement of 30 stalls for guest parking. The Desert Color zone plan also allows on-street parking to be counted toward guest parking. The development shows a total of 34 off-street stalls scattered throughout the multi-family development which will accommodate the townhome development. On street parking may also be counted but is not being proposed at this time.

4. **Building and Streetscapes.** Within the multi-family portion of the property, the applicant is proposing 40 multi-family buildings equaling 149 units. Some of the buildings proposed will be either the Desert Territorial, Modern or Cottage options that were previously approved in other phases of Sage haven. All buildings will face the public right-of-way or civic space as is required in Desert Color. The Desert Color DRC has approved of the elevations of the proposed buildings.

   There are several architectural guidelines that these units must follow. These items, found in section 3.5 of the zone plan are:
   a. **Guideline A.** Each building that is greater than one story must have a clear delineation between the levels. The proposed buildings all delineate the floor boundaries. Each building is also required to use high quality materials such as brick, stone, stucco, cement clapboard siding or similar materials. The proposed buildings satisfy this guideline.
   b. **Guideline B.** No building can be twice the height of the building adjacent to it or across the street. The proposed buildings will be situated to meet this requirement.
   c. **Guideline C.** All of the proposed units are required to have a prominent entryway through the use of a porch, stoop or similar feature. All units will have a raised entryway such as a porch or stoop or similar feature. Each entryway is clearly defined.

d. **Guideline D.** The streetscape will be required to adhere to Section 3.2, Local and Collector Street Cross Section standards found in the Desert Color Zoning Plan. Additionally, signage and street lighting is outlined in this section.
e. **Guideline E.** Walls and Fencing. Walls and fencing are not proposed at this time.
f. **Guideline F.** The applicant is not proposing any accessory structures in this phase of the development though the single-family units may be allowed accessory structures as they develop.
g. **Guideline G.** The landscape standards require a 15' wide landscape strip along the right-of-way of any property facing a public street unless it is occupied by a building, driveway, etc. City code requires that five years after planting, all landscape areas are at least 50% covered with foliage of shrubs, grass and live-vegetative ground cover. A detailed landscape plan will be submitted with the construction drawings.

5. **Lighting.** The lighting for these phases will be required to be night-sky friendly fixtures. Pedestrian level lighting is strongly encouraged. A lighting plan has not been submitted with these plans, but staff will ensure that the lighting meets the standards during the site plan process.

Recommendation:
On February 10, 2026, the Planning Commission held a public hearing on the proposed PD Amendment. They recommend approval of the PD Amendment as proposed with the following comment:

1. That all civic space required will be met per the zone plan.

Alternatives:

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

Possible Motion:
"I move that we approve the PD amendment for Sage Haven Phases 22-33 as presented, case no. 2025-PDA-002 based on the findings and subject to the condition listed in the staff report."

Findings for Approval:

1. The proposed PD amendment is consistent with the Desert Color PD-R zone plan and applicable development standards.
2. The layout follows the Traditional Neighborhood Zone pattern, including street connectivity, block design, and pedestrian access.

3. Required civic space is provided and meets the minimum percentage when considered as part of the overall Sage Haven development.
4. The proposed residential mix is consistent with the approved Sage Haven phasing and complies with zone plan requirements when evaluated cumulatively.
5. Building design, orientation, parking, and streetscape standards are consistent with previously approved phases and the Desert Color design guidelines.

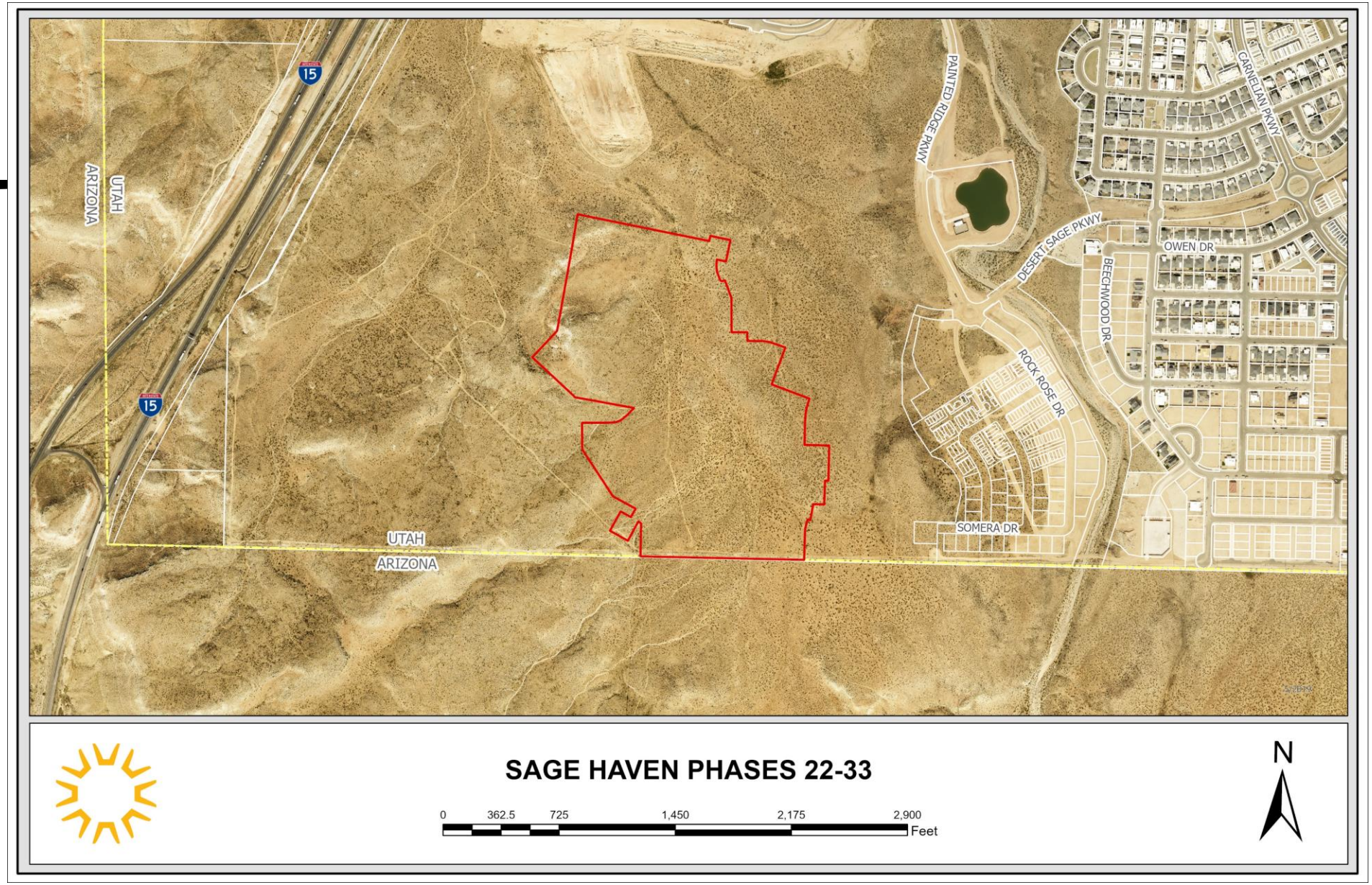
EXHIBIT A

POWER POINT PRESENTATION

SAGE HAVEN PHASES 22-33

2026-GPA-002

AERIAL MAP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BEECHWOOD DR
ROCK ROSE DR
SOMERA DR
SAGE HAVEN PHASES 22-33
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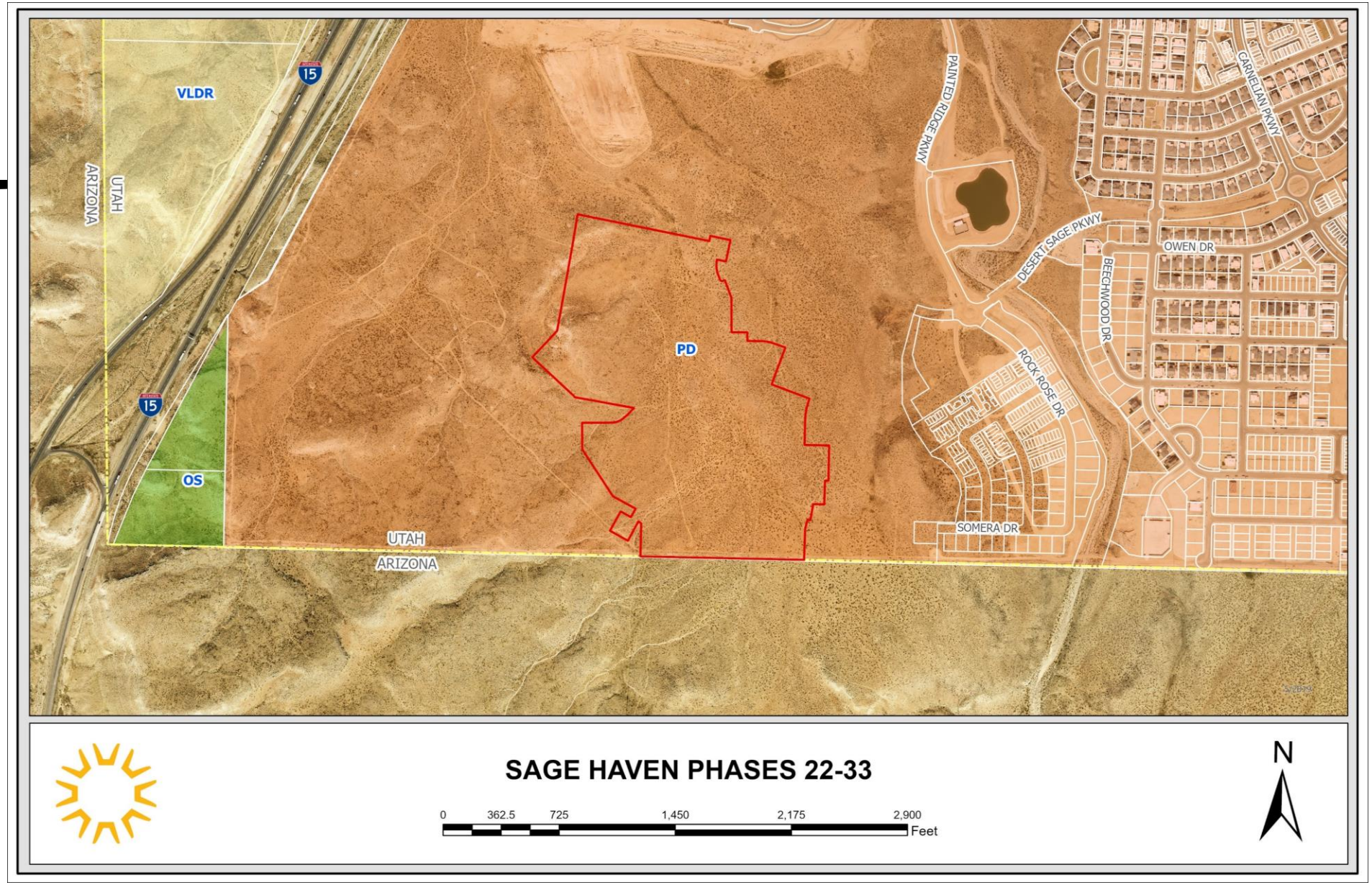
LAND USE MAP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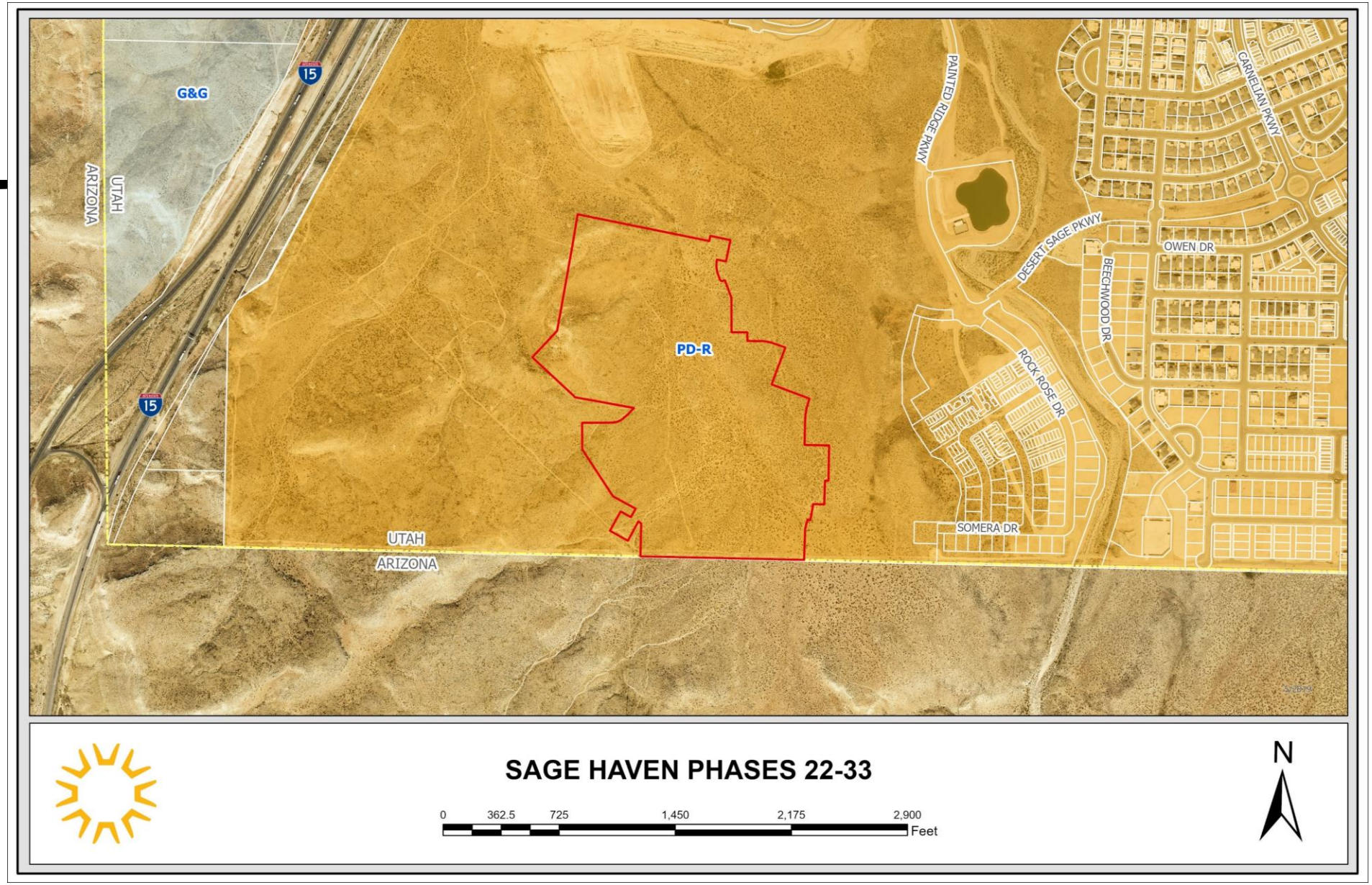
ZONING MAP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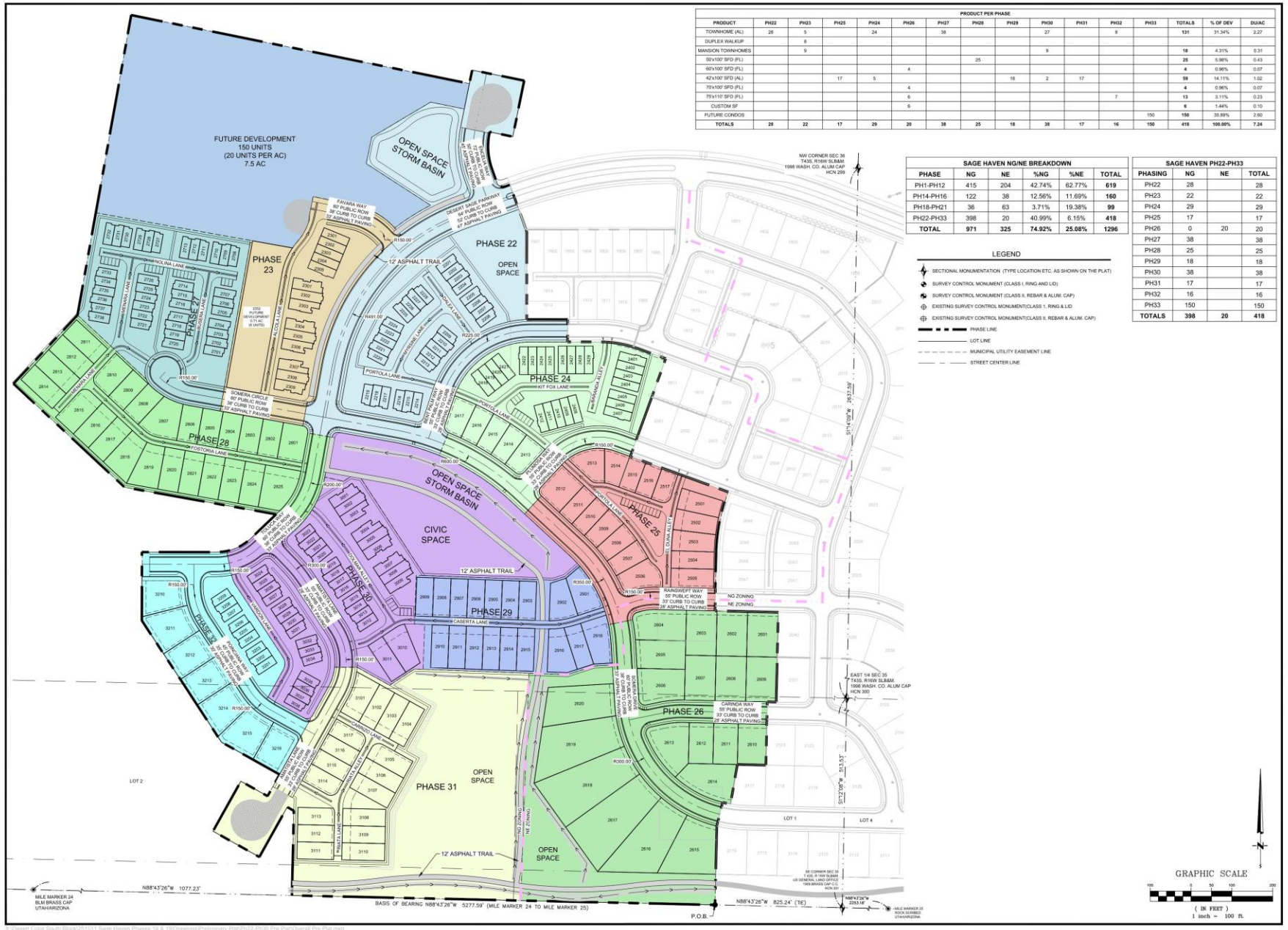
SITE LAYOUT



PRODUCT PER PHASE															
PRODUCT	PH22	PH23	PH25	PH24	PH26	PH27	PH28	PH29	PH30	PH31	PH32	PH33	TOTALS	% OF DEV	DU/AC
TOWNHOME (AL)	28	5		24		38			27		9		131	31.34%	2.27
DUPLEX WALKUP		8													
MANSION TOWNHOMES		9							9				18	4.31%	0.31
50'x100' SFD (FL)							25						25	5.98%	0.43
60'x100' SFD (FL)					4								4	0.96%	0.07
42'x100' SFD (AL)			17	5				18	2	17			59	14.11%	1.02
70'x100' SFD (FL)					4								4	0.96%	0.07
75'x110' SFD (FL)					6						7		13	3.11%	0.23
CUSTOM SF					6								6	1.44%	0.10
FUTURE CONDOS												150	150	35.89%	2.60
TOTALS	28	22	17	29	20	38	25	18	38	17	16	150	418	100.00%	7.24

SAGE HAVEN NG/NE BREAKDOWN					
PHASE	NG	NE	%NG	%NE	TOTAL
PH1-PH12	415	204	42.74%	62.77%	619
PH14-PH16	122	38	12.56%	11.69%	160
PH18-PH21	36	63	3.71%	19.38%	99
PH22-PH33	398	20	40.99%	6.15%	418
TOTAL	971	325	74.92%	25.08%	1296

SAGE HAVEN PH22-PH33			
PHASING	NG	NE	TOTAL
PH22	28		28
PH23	22		22
PH24	29		29
PH25	17		17
PH26	0	20	20
PH27	38		38
PH28	25		25
PH29	18		18
PH30	38		38
PH31	17		17
PH32	16		16
PH33	150		150
TOTALS	398	20	418

LEGEND

- SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- SURVEY CONTROL MONUMENT (CLASS I, RING AND LID)
- SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP)
- EXISTING SURVEY CONTROL MONUMENT(CLASS 1, RING & LID
- EXISTING SURVEY CONTROL MONUMENT(CLASS II, REBAR & ALUM. CAP)
- PHASE LINE
- LOT LINE
- MUNICIPAL UTILITY EASEMENT LINE
- STREET CENTER LINE

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

No.	Date	By	Revision

DATE: Oct-25
DRAWN: TR
APPROVED:
SCALE: 1" = 100'
JOB NO: 251511

SAGE HAVEN PHASE 22-PH33
AT DESERT COLOR

SHEET 2 OF 6 SHEETS

FILE: 2025 - PRELIMINARY

X:\Desert Color South Block\251511 Sage Haven Phases 18 & 19\Drawings\Preliminary Plat\Ph22-Ph30 Pre Plat\Overall Pre Plat.dwg

LANDSCAPE PLAN

LDG
EST. 2006
SALT LAKE CITY

SAGE HAVEN
PHASES 22 - 33
CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH

DESERT COLOR

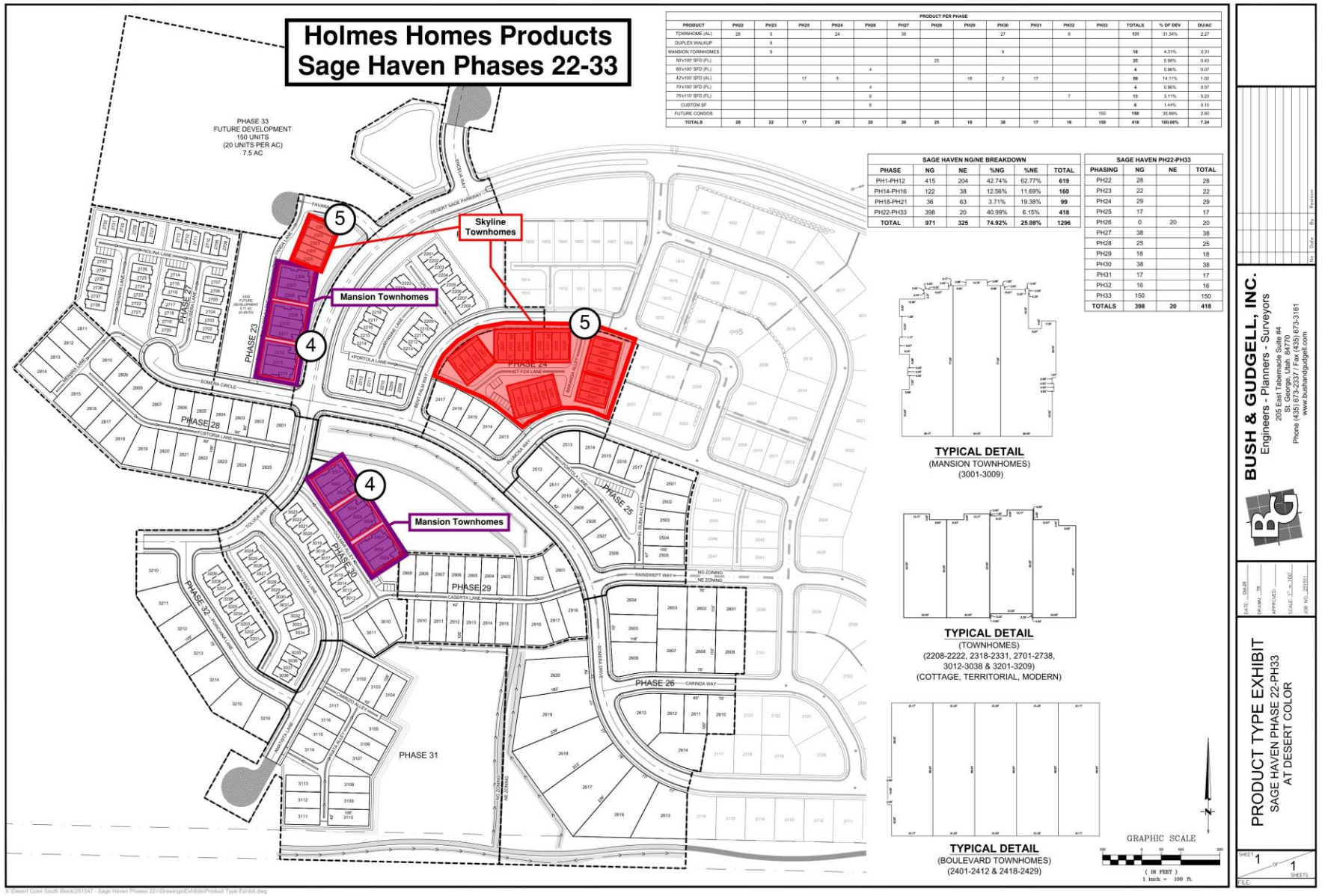
January 2026

DATE:	JANUARY 2026
PROJECT:	133
DRAWN BY:	DL
REVIEW BY:	EL
VERSION:	
REVISIONS:	

SHEET TITLE:
OVERALL LANDSCAPE PLAN

SHEET NUMBER:
L100

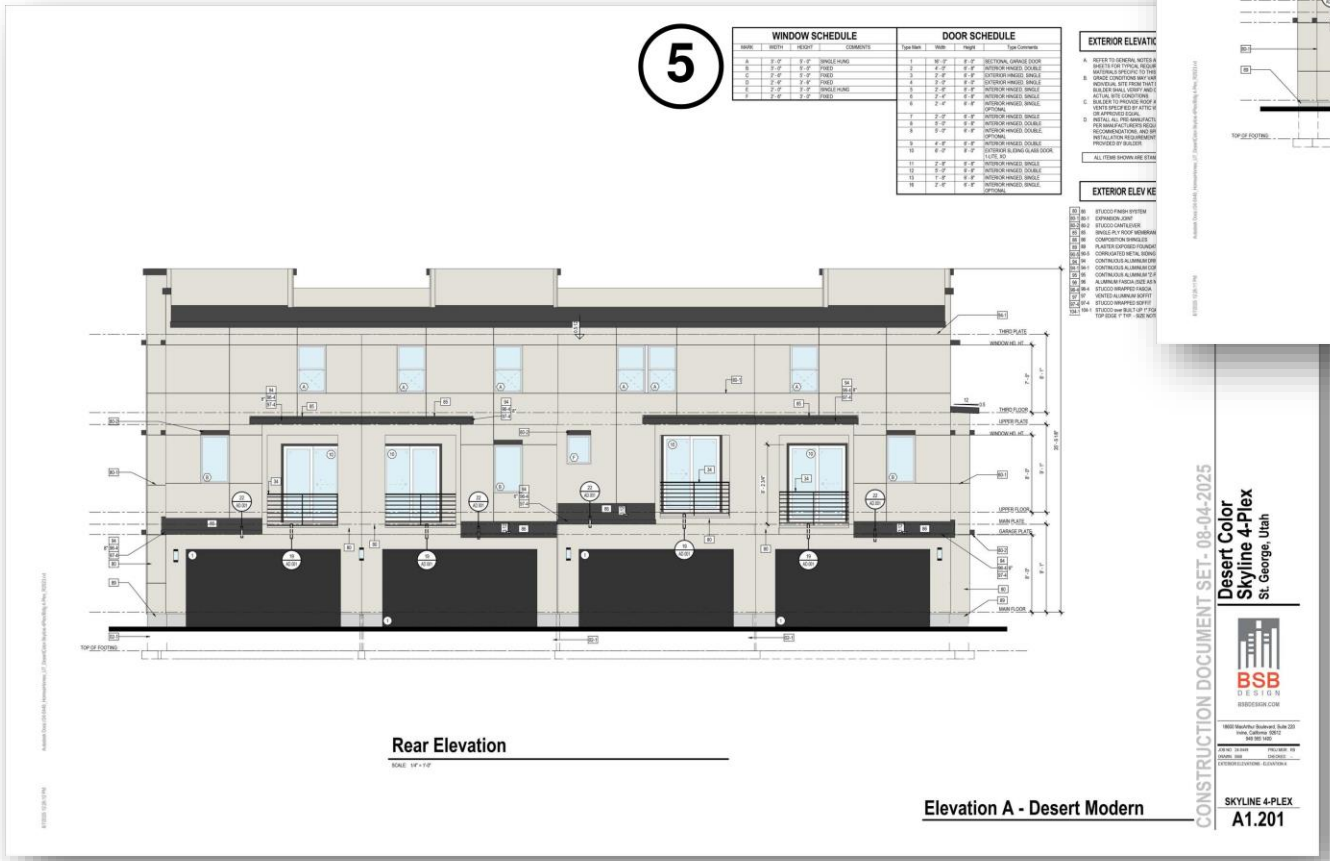
HOLMES LAYOUT



HOLMES TOWNHOMES

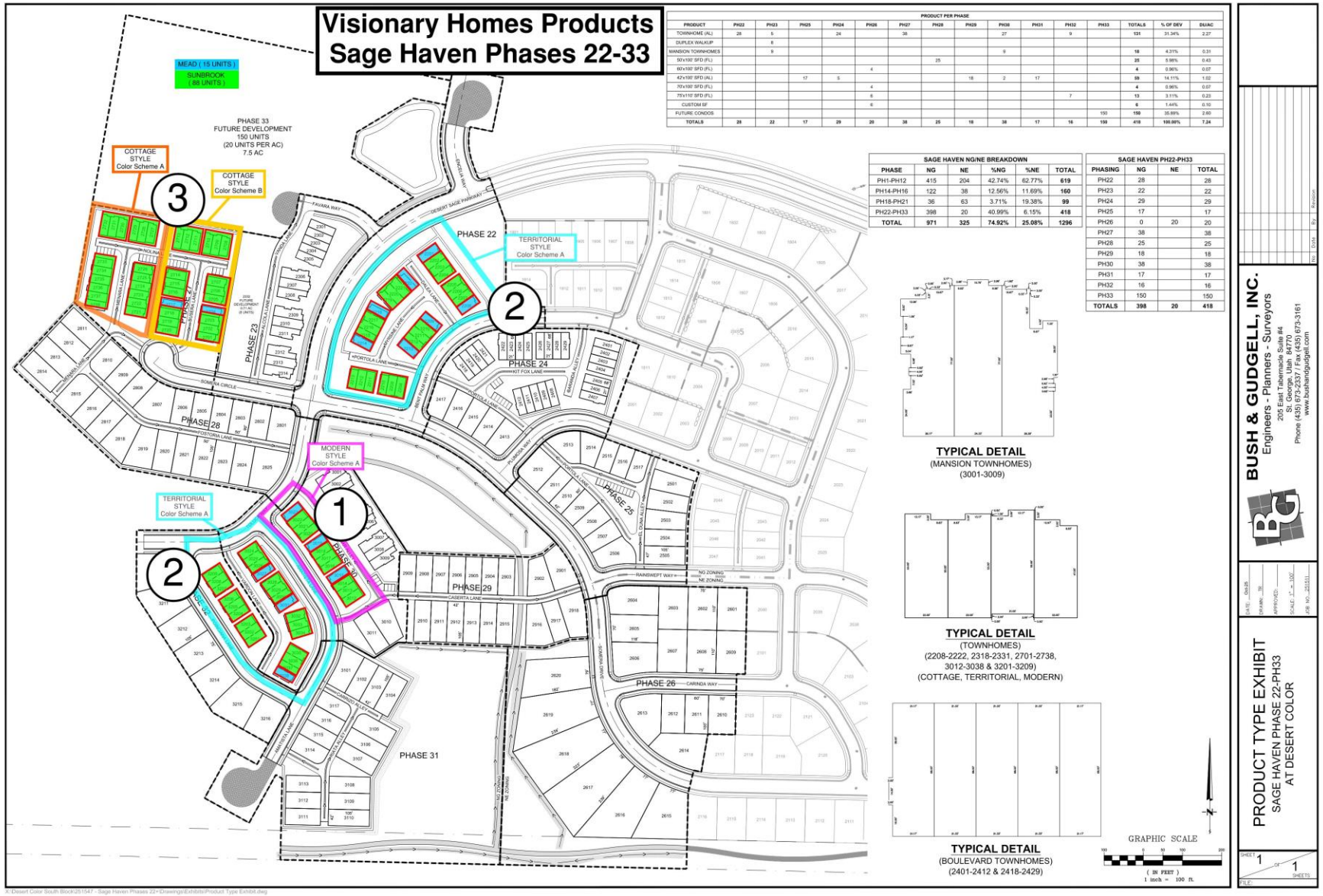
HOLMES TOWNHOMES

HOLMES TOWNHOMES

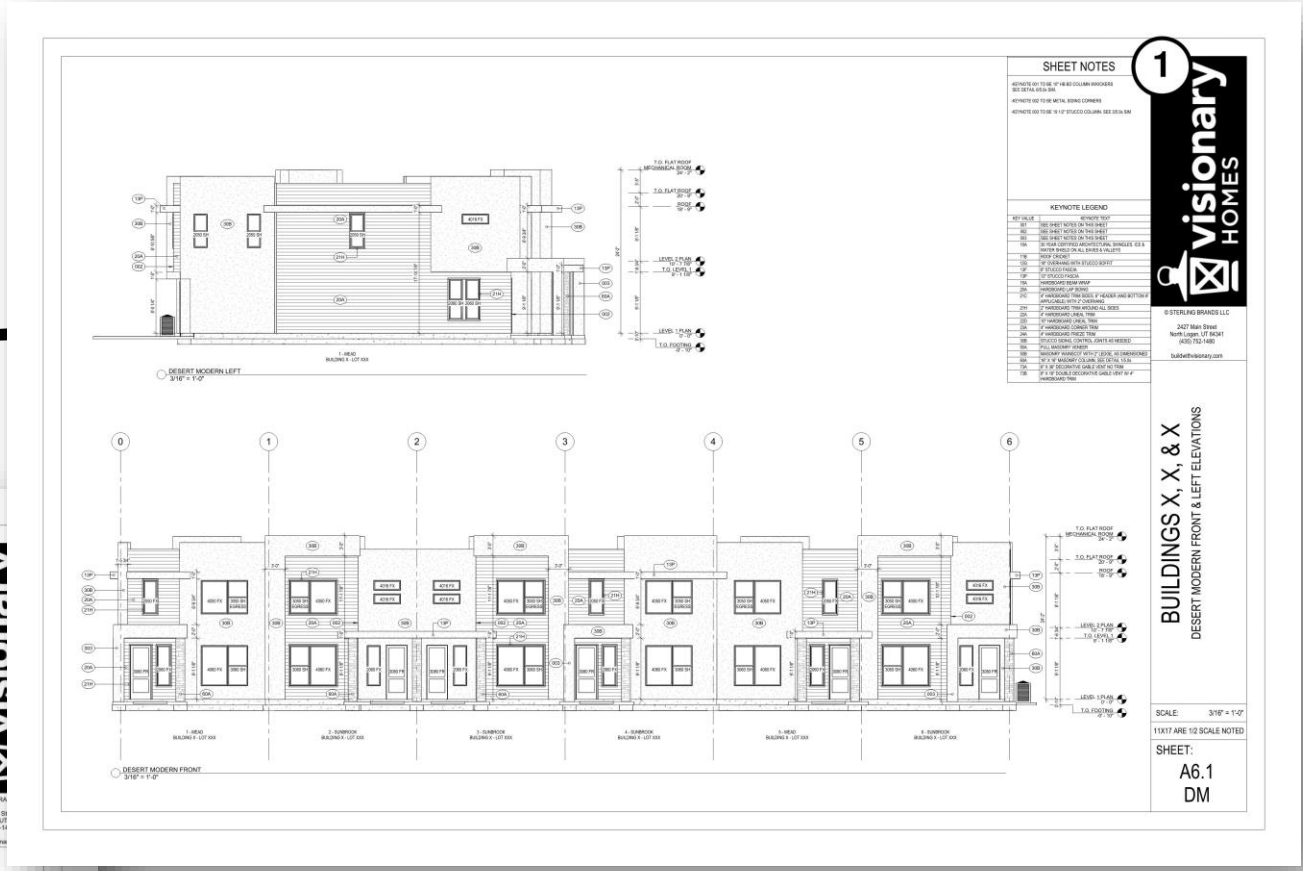


HOLMES TOWNHOMES

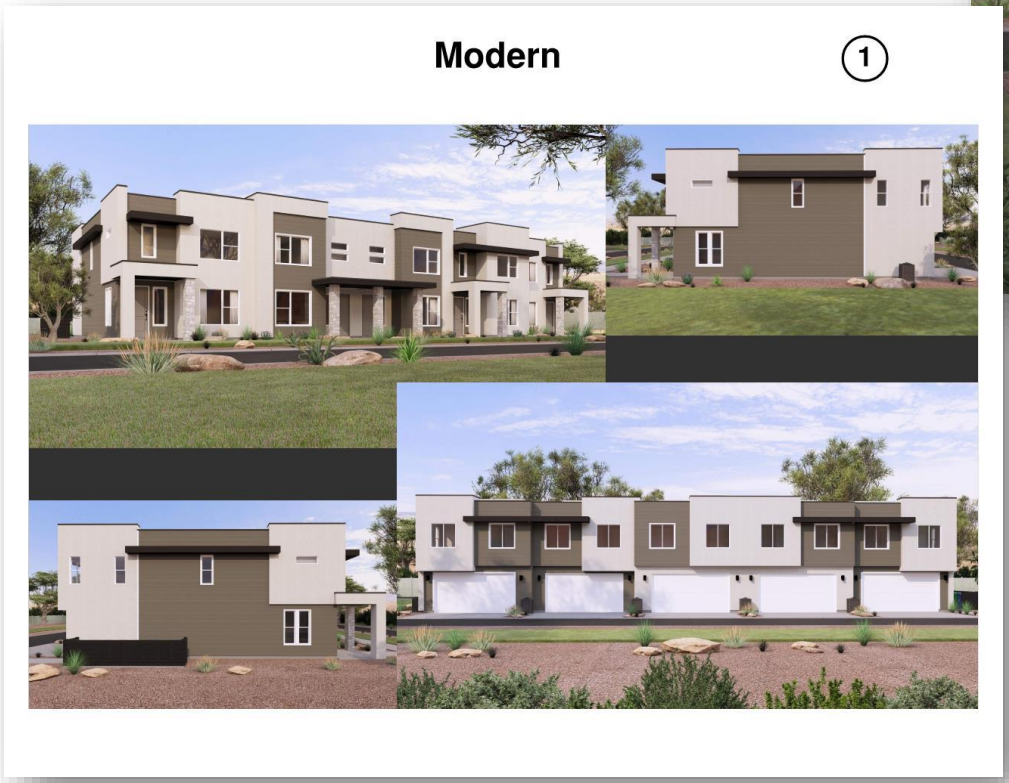
VISIONARY LAYOUT



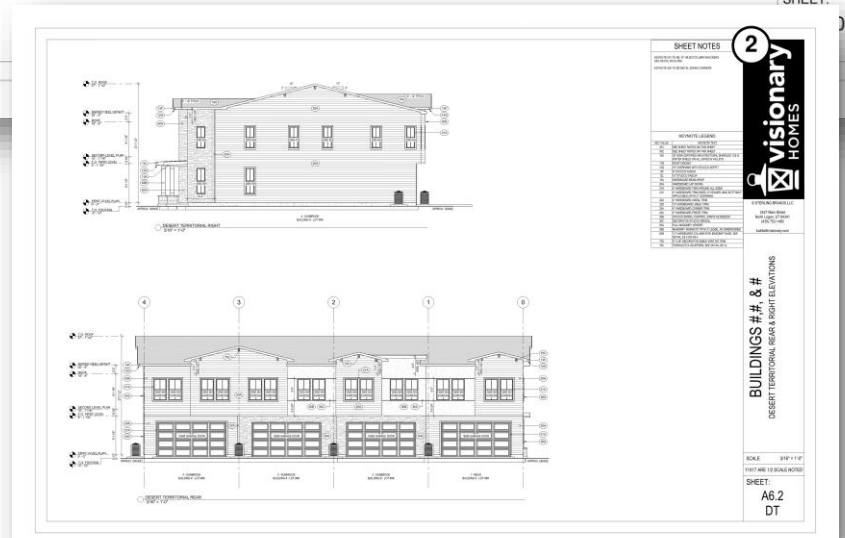
VISIONARY TOWNHOMES



VISIONARY TOWNHOMES



VISIONARY TOWNHOMES



VISIONARY TOWNHOMES

SAH Townhomes Territorrial Color Scheme A

VISIONARY TOWNHOMES

VISIONARY TOWNHOMES

Sage Haven Townhomes Cottage Scheme A

3

PLANNING COMMISSION HEARING

On February 10, 2026, the Planning Commission held a public hearing on the proposed PD Amendment. They recommend approval of the PD Amendment as proposed with a 6-0 vote.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING DESERT COLOR PLANNED DEVELOPMENT TRADITIONAL NEIGHBORHOOD (TNZ) ZONE ON APPROXIMATELY 58.68 ACRES TO APPROVE 12 PHASES OF SAGE HAVEN AND ONE LOT FOR FURTURE DEVELOPMENT, PHASES 22-33 OF THE DESERT COLOR DEVELOPMENT WITH CONCEPTUAL SITE PLAN, MATERIALS, AND ELEVATIONS AND AMEND THE DESERT COLOR ZONE PLAN.

(Sage Haven Phases 22-33)

WHEREAS, the property owner has requested an amendment to the PD-TNZ zone on approximately 58.68 acres, to approve the addition of 149 multi-family townhomes and 111 single family units to the PD and approve elevations and site layout for the townhomes, located generally southwest of Painted Ridge Parkway, west of Desert Sage Parkway and just west of the previously approved Sage Haven phases; and

WHEREAS, the City Council held a public meeting on this request on March 5, 2026; and

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

1. That all civic space required will be met per the zone plan.

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-TNZ Zone for the property described in Exhibit ‘A’ shall be amended upon the effective date of this ordinance to reflect the approval of 149 townhome units and 111 single-family units as depicted in Exhibit ‘B’. 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 ‘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 immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 5th day of March 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"

Sage Haven at Desert Color Phases 22-33

A parcel of land located in the East Half of Section 35, Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies North 88°43'26" West along the Utah/Arizona State border line 825.24 feet from the Southeast Corner of Section 35, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 88°43'26" West along said line 1036.94 feet; thence North 01°16'34" East 207.56 feet; thence North 60°53'50" West 18.61 feet; thence South 29°06'10" West 140.00 feet; thence North 60°53'50" West 130.00 feet; thence North 29°06'10" East 140.00 feet; thence South 60°53'50" East 75.00 feet; thence North 29°06'10" East 60.65 feet; thence North 60°53'50" West 163.16 feet; thence North 33°14'17" West 355.50 feet; thence due North 168.00 feet; thence due East 183.80 feet; thence easterly along a 120.00 foot radius curve to the left, (long chord bears North 68°07'56" East a distance of 89.39 feet), center point lies North 00°00'00" East through a central angle of 43°44'09", a distance of 91.60 feet; thence North 46°15'51" East 85.66 feet; thence North 79°51'57" West 377.10 feet; thence North 47°01'31" West 371.79 feet; thence North 42°58'29" East 230.00 feet; thence North 10°08'56" East 746.37 feet; thence South 78°33'18" East 845.56 feet; thence North 11°26'42" East 33.79 feet; thence South 78°33'18" East 130.00 feet; thence South 11°26'42" West 140.00 feet; thence North 78°33'18" West 57.97 feet; thence southerly along a 164.00 foot radius non-tangent curve to the left, (long chord bears South 03°41'50" East a distance of 91.41 feet), center point lies South 77°30'57" East through a central angle of 32°21'46", a distance of 92.63 feet; thence South 19°52'43" East 35.91 feet; thence southeasterly along a 15.00 foot radius curve to the left, (long chord bears South 64°52'43" East a distance of 21.21 feet), center point lies North 70°07'17" East through a central angle of 90°00'00", a distance of 23.56 feet; thence North 70°07'17" East 13.11 feet; thence South 19°52'43" East 122.07 feet; thence due South 215.17 feet; thence easterly along a 252.50 foot radius non-tangent curve to the right, (long chord bears North 88°57'06" East a distance of 9.24 feet), center point lies South 02°05'48" East through a central angle of 02°05'48", a distance of 9.24 feet; thence due East 90.76 feet; thence due South 55.00 feet; thence due East 79.39 feet; thence easterly along a 272.50 foot radius curve to the right, (long chord bears South 80°03'08" East a distance of 94.15 feet), center point lies South 00°00'00" West through a central angle of 19°53'45", a distance of 94.62 feet; thence South 70°06'15" East 72.52 feet; thence South 19°53'45" West 255.00 feet; thence South 70°06'15" East 255.02 feet; thence southerly along a 462.50 foot radius non-tangent curve to the left, (long chord bears South 10°52'37" West a distance of 154.27 feet), center point lies South 69°31'20" East through a central angle of 19°12'05", a distance of 155.00 feet; thence South 01°16'34" West 139.71 feet; thence South 88°43'26" East 155.00 feet; thence South 01°16'34" West 220.00 feet; thence North 88°43'26" West 21.88 feet; thence South 01°16'34" West 155.00 feet; thence North 88°43'26" West 70.00 feet; thence South 09°50'26" West 98.19 feet; thence westerly along a 270.00 foot radius non-tangent curve to the right, (long chord bears North 78°13'43" West a distance of 19.66 feet), center point lies North 09°41'05" East through a central angle of 04°10'23", a distance of 19.67 feet; thence South 13°51'28" West 60.00 feet; thence South 01°16'34" West 192.92 feet to the point of beginning.

Containing 2,555,976 square feet or 58.68 acres, of which 1,943,734 square feet lie in the Northeast Quarter of Section 35, and 612,242 square feet lie in the Southeast Quarter of Section 35, of Township 43 South, Range 16 West, Salt Lake Base and Meridian.

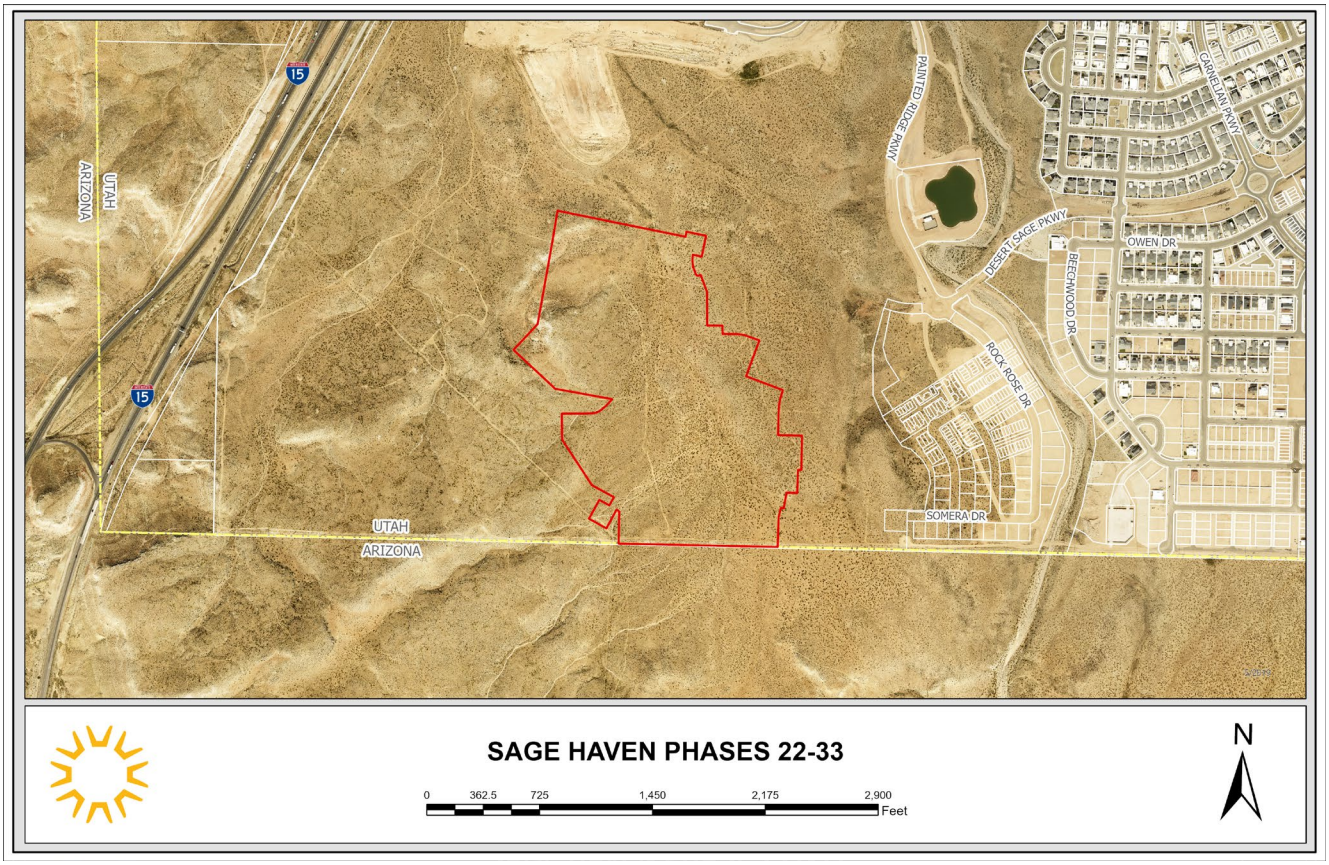
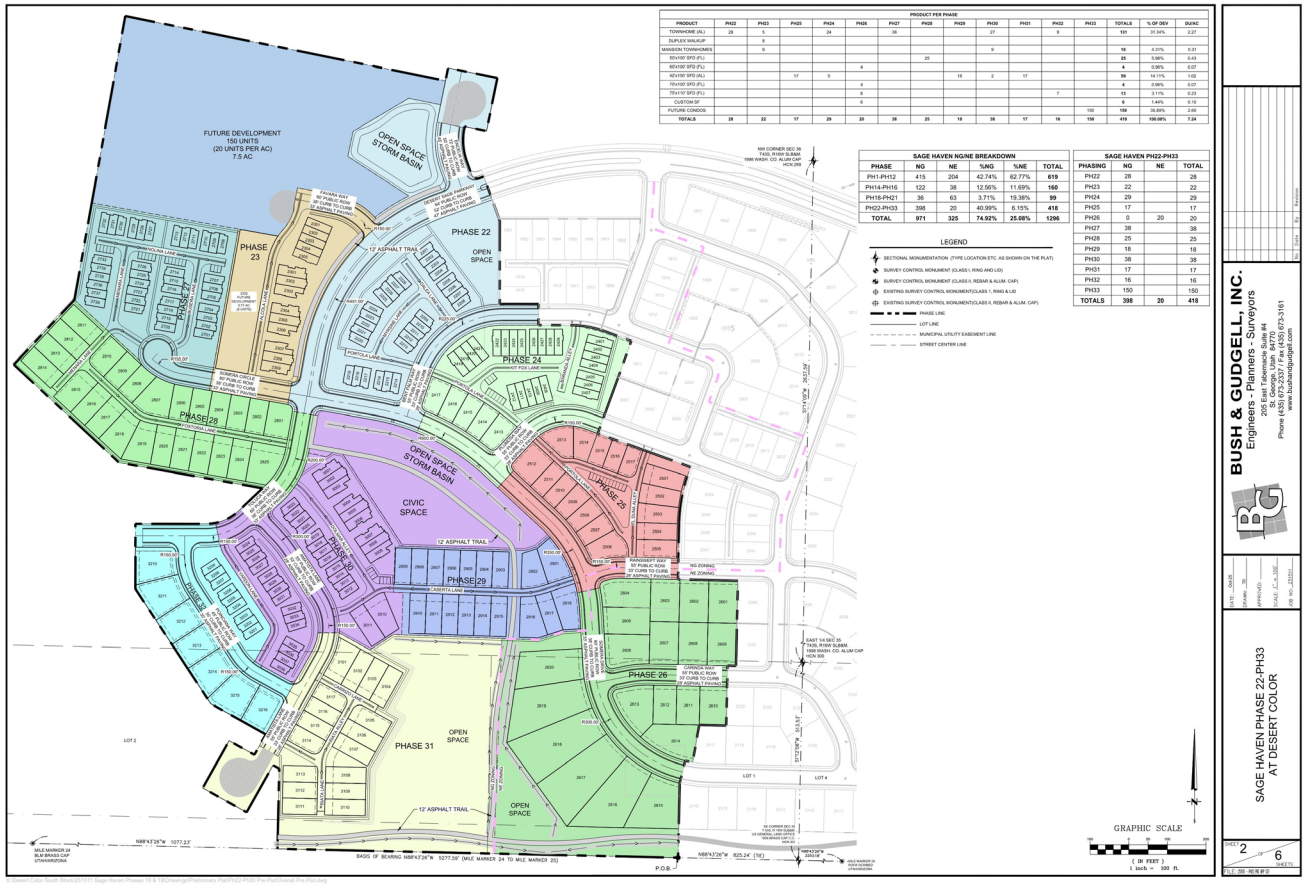

15
15
ARIZONA
UTAH
UTAH
ARIZONA
PAINTED RIDGE PKWY
CANYELLINI PKWY
DESERT SAGE PKWY
OWEN DR
BEECHWOOD DR
ROCK ROSE DR
SOMERA DR
SAGE HAVEN PHASES 22-33
0
362.5
725
1,450
2,175
2,900
Feet
N

EXHIBIT "B"



PRODUCT PER PHASE

PRODUCT	PH22	PH23	PH25	PH24	PH26	PH27	PH28	PH29	PH30	PH31	PH32	PH33	TOTALS	% OF DEV	DU/AC
TOWNHOME (AL)	28	5		24		36			27		9		131	31.34%	2.27
DUPLEX WALKUP		8											8	1.91%	0.14
MANSION TOWNHOMES		9							9				18	4.31%	0.31
50x100' SFD (FL)							25						25	5.98%	0.43
60'x100' SFD (FL)					4								4	0.96%	0.07
42'x100' SFD (AL)			17	5				15	2	17			59	14.11%	1.02
70'x100' SFD (FL)					4								4	0.96%	0.07
70'x110' SFD (FL)					6						7		13	3.11%	0.23
CUSTOM SF					6								6	1.44%	0.10
FUTURE CONDOS												150	150	35.88%	2.66
TOTALS	28	22	17	29	20	36	25	15	38	17	16	150	418	100.00%	7.24

SAGE HAVEN NG/NE BREAKDOWN

PHASE	NG	NE	%NG	%NE	TOTAL
PH1-PH12	415	204	42.74%	62.77%	619
PH14-PH16	122	38	12.56%	11.69%	160
PH18-PH21	36	63	3.71%	19.38%	99
PH22-PH33	398	20	40.99%	6.15%	418
TOTAL	971	325	74.92%	25.08%	1296

SAGE HAVEN PH22-PH33

PHASING	NG	NE	TOTAL
PH22	28		28
PH23	22		22
PH24	29		29
PH25	17		17
PH26	0	20	20
PH27	38		38
PH28	25		25
PH29	18		18
PH30	38		38
PH31	17		17
PH32	16		16
PH33	150		150
TOTALS	398	20	418

LEGEND

- SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- SURVEY CONTROL MONUMENT (CLASS I, RING AND LID)
- SURVEY CONTROL MONUMENT (CLASS II, REBAR & ALUM. CAP)
- EXISTING SURVEY CONTROL MONUMENT(CLASS I, RING & LID)
- EXISTING SURVEY CONTROL MONUMENT(CLASS II, REBAR & ALUM. CAP)
- PHASE LINE
- LOT LINE
- MUNICIPAL UTILITY EASEMENT LINE
- STREET CENTER LINE

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
295 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

SAGE HAVEN PHASE 22-PH33
AT DESERT COLOR

SHEET 2 OF 6 SHEETS

Agenda Date: 03/05/2026 **Agenda Item Number:** 09

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):

UPDATE:Since February 19, 2026, City Council Meeting, new slides have been added to the presentation as well as additional exhibits addressing several of the City Councils concerns. These additional slides address past general plan amendments, zone changes, and accesses from previously presented projects. Additional exhibits have been included covering road patent information (Exhibit D & E) and contours and cross sections (Exhibit F) of the subject property.The road patent is seen as an access easement. This easement will be required to be shown and accounted for on any plats, site plans, construction drawings, or other applicable documents. 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 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.

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

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **02/10/2026**
CITY COUNCIL AGENDA REPORT: **02/19/2026**
CONTINUED CITY COUNTIL AGENDA REPORT: **03/05/2026**

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).

UPDATE:
Since the February 19, 2026 City Council Meeting, new slides have been added to the presentation as well as additional exhibits addressing several of the City Council's concerns. These additional slides address past general plan amendments, zone changes, and accesses from previously presented projects. Additional exhibits have been included covering road patent information (Exhibit D & E) and contours and cross sections (Exhibit F) of the subject property.

The road patent is seen as an access easement. This easement will be required to be shown and accounted for on any plats, site plans, construction drawings, or other applicable documents.

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

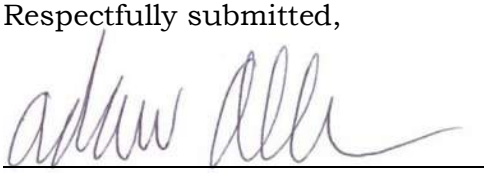
NARRATIVE

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
[redacted]
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

BRYAN RICHMOND
[redacted]

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,

St.George
THE BRIGHTER SIDE

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,

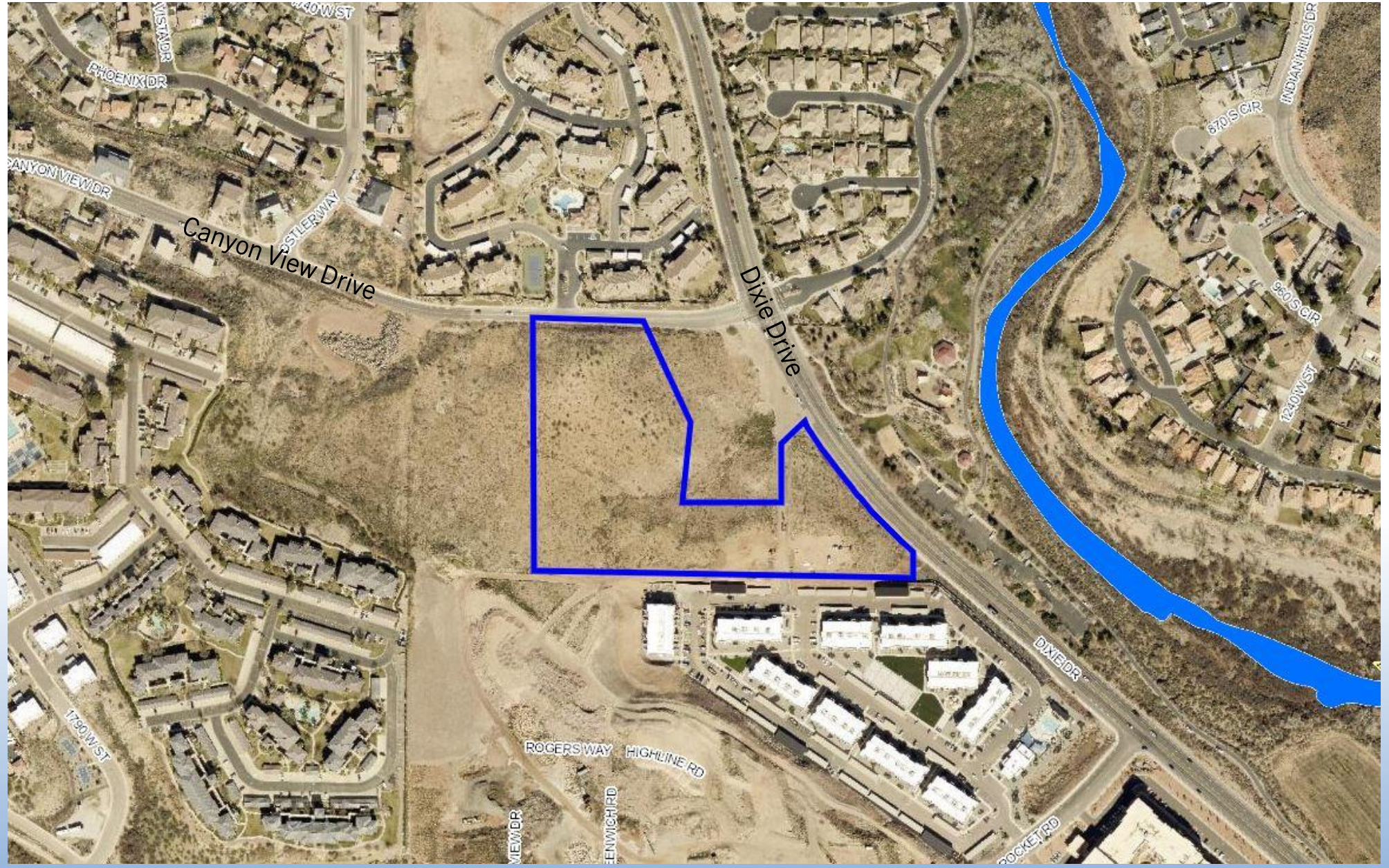
Craig and Janet Hancey
[redacted]

Exhibit C
Presentation

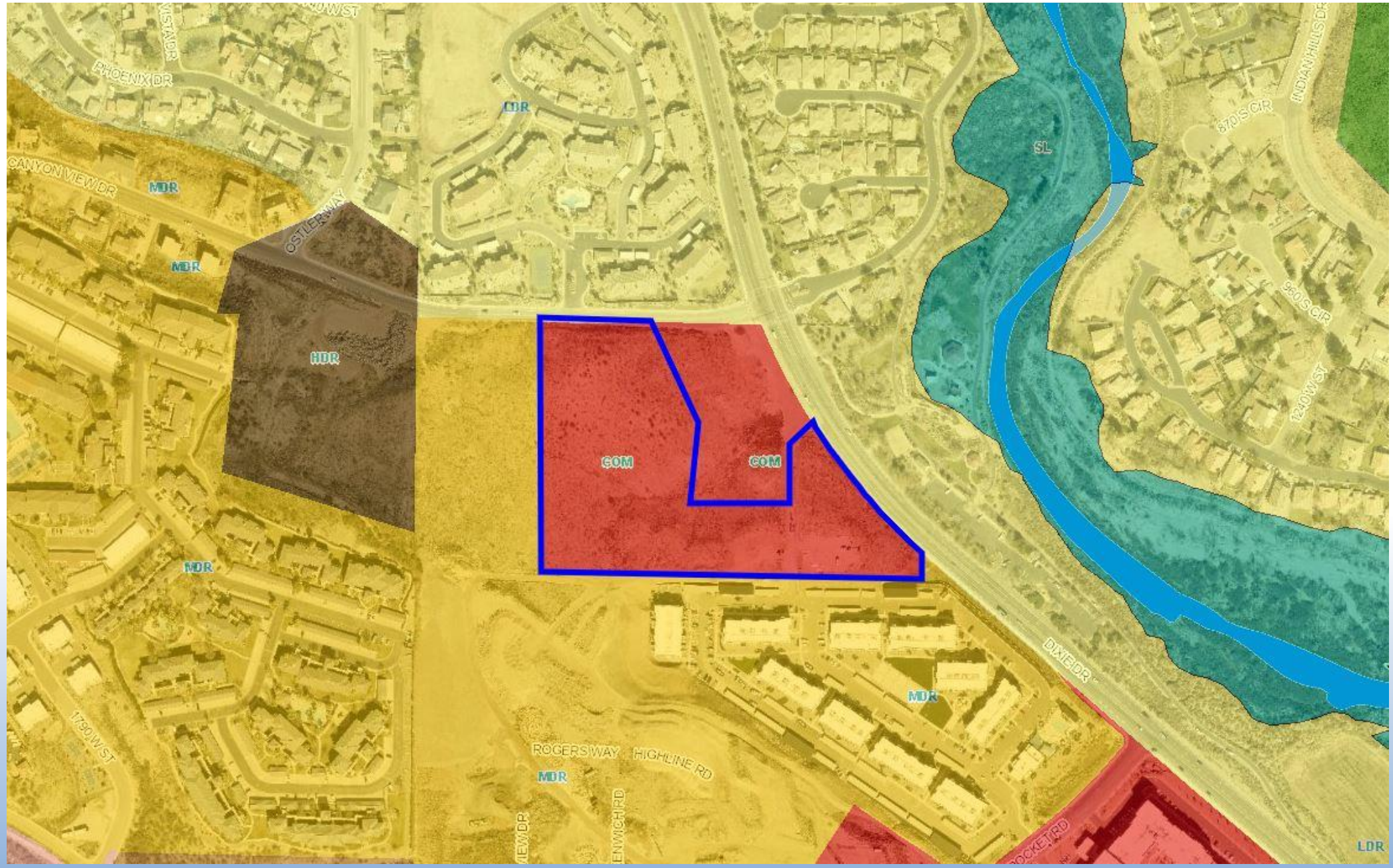
DIXIE DRIVE GENERAL PLAN AMENDMENT CONTINUED

2025-GPA-019

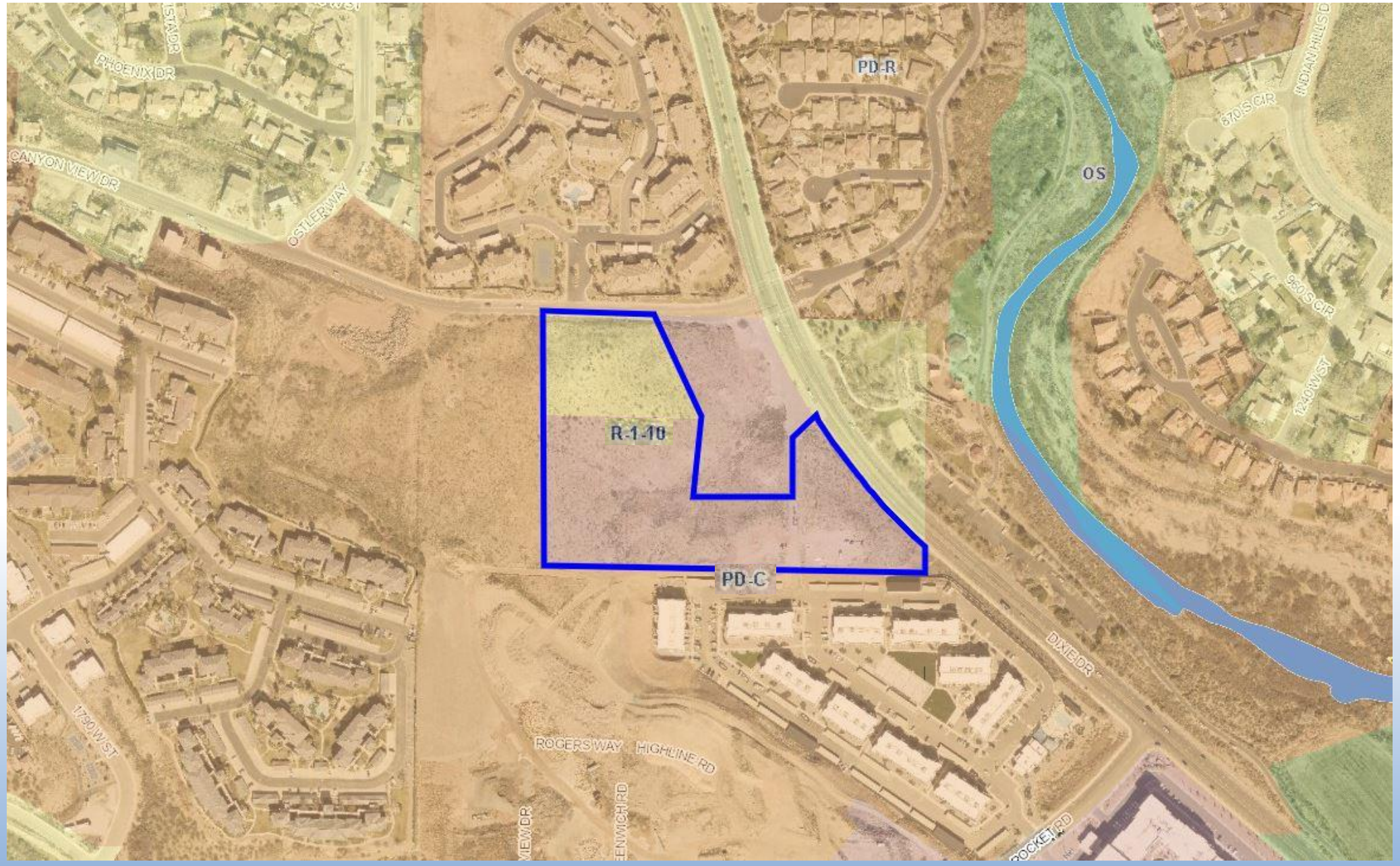
LOCATION


Canyon View Drive
Dixie Drive
PHOENIX DR
CANYON VIEW DR
1790 W ST
ROGERS WAY
HIGHLINE RD
DIXIE DR
ROCKET RD
INDIAN HILLS DR
670 S CIR
960 S CIR
1240 W ST

GENERAL PLAN



ZONING


PHOENIX DR
CANYON VIEW DR
OSTLER WAY
PD-R
OS
R-1-10
PD-C
DIXIE DR
ROGERS WAY
HIGHLINE RD
1750 W ST
ROCKET RD

CITY COUNCIL REQUESTS

(From February 19th Council Meeting)

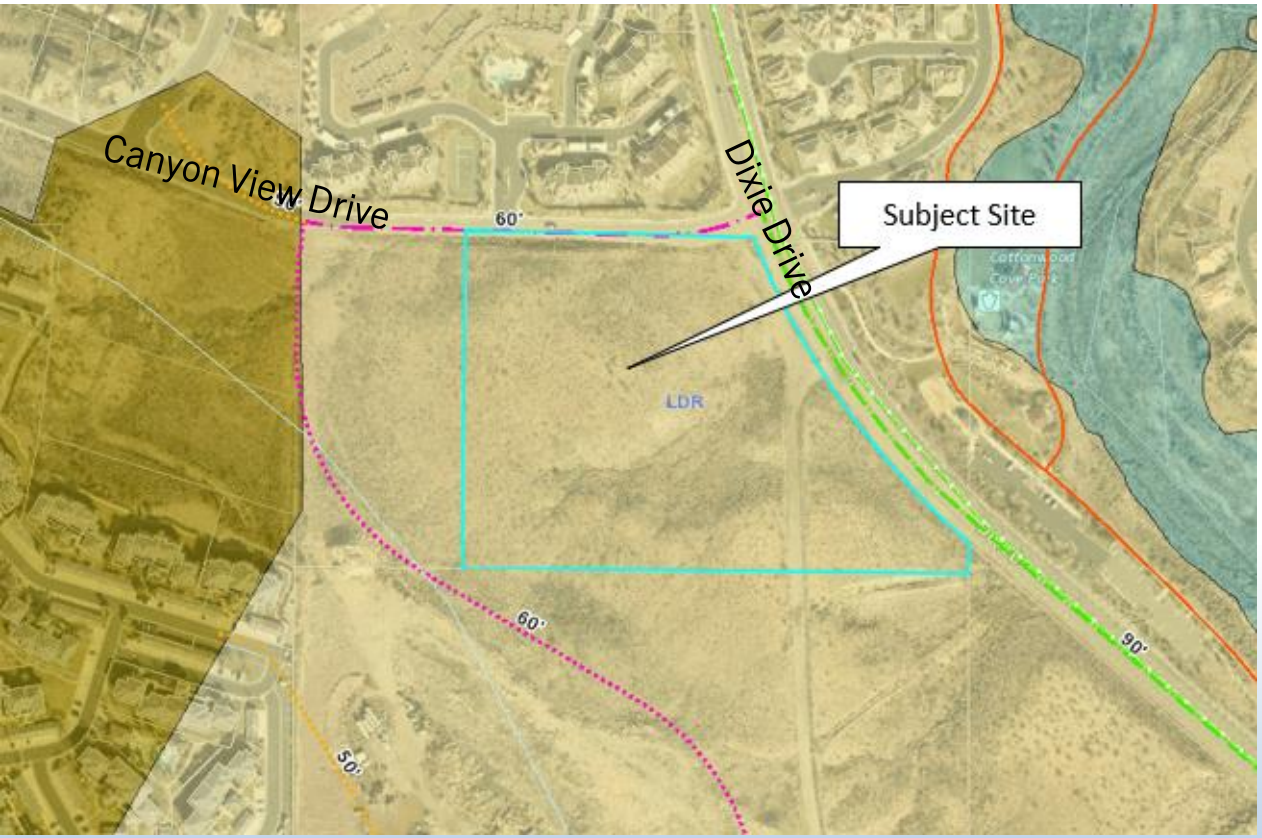
-Show past general plan amendments and zone changes

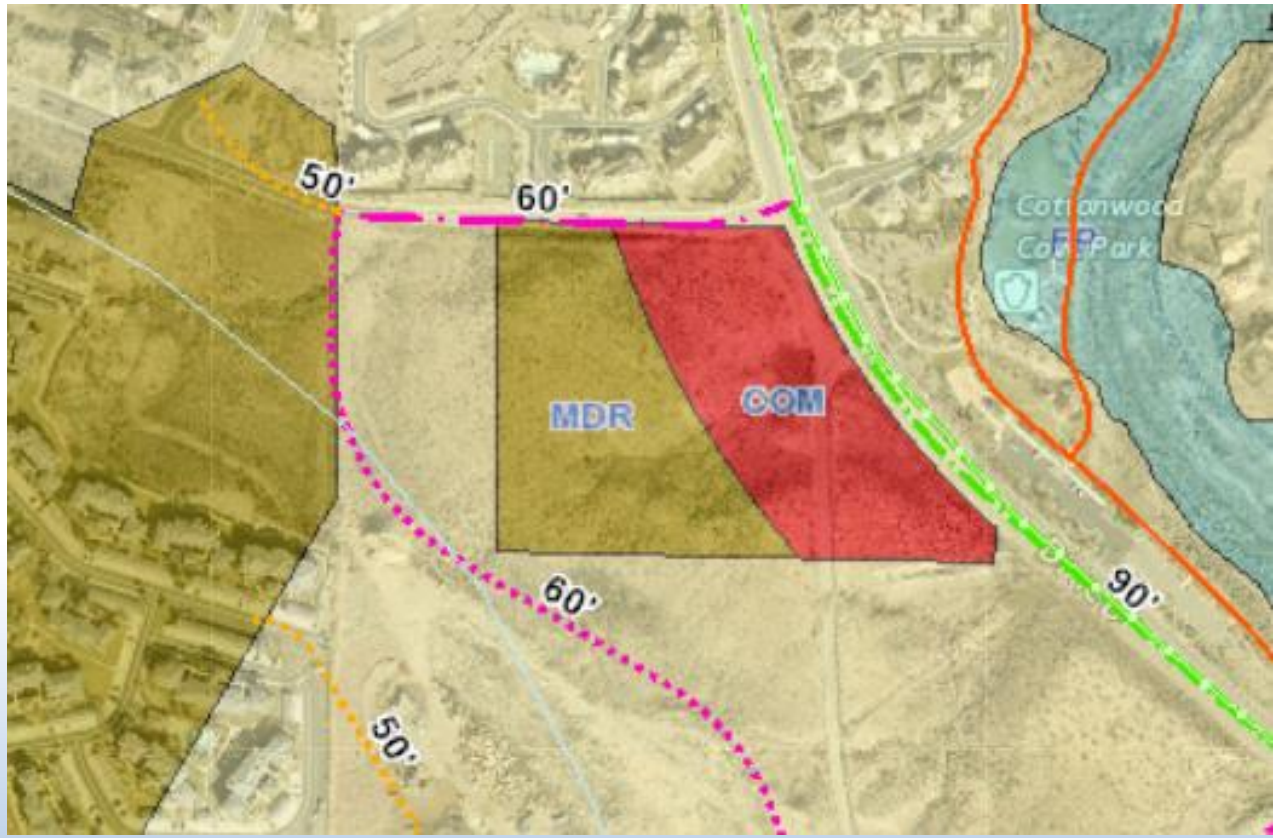
-Show previously presented accesses

-Contours and Cross Sections

-Road patent information

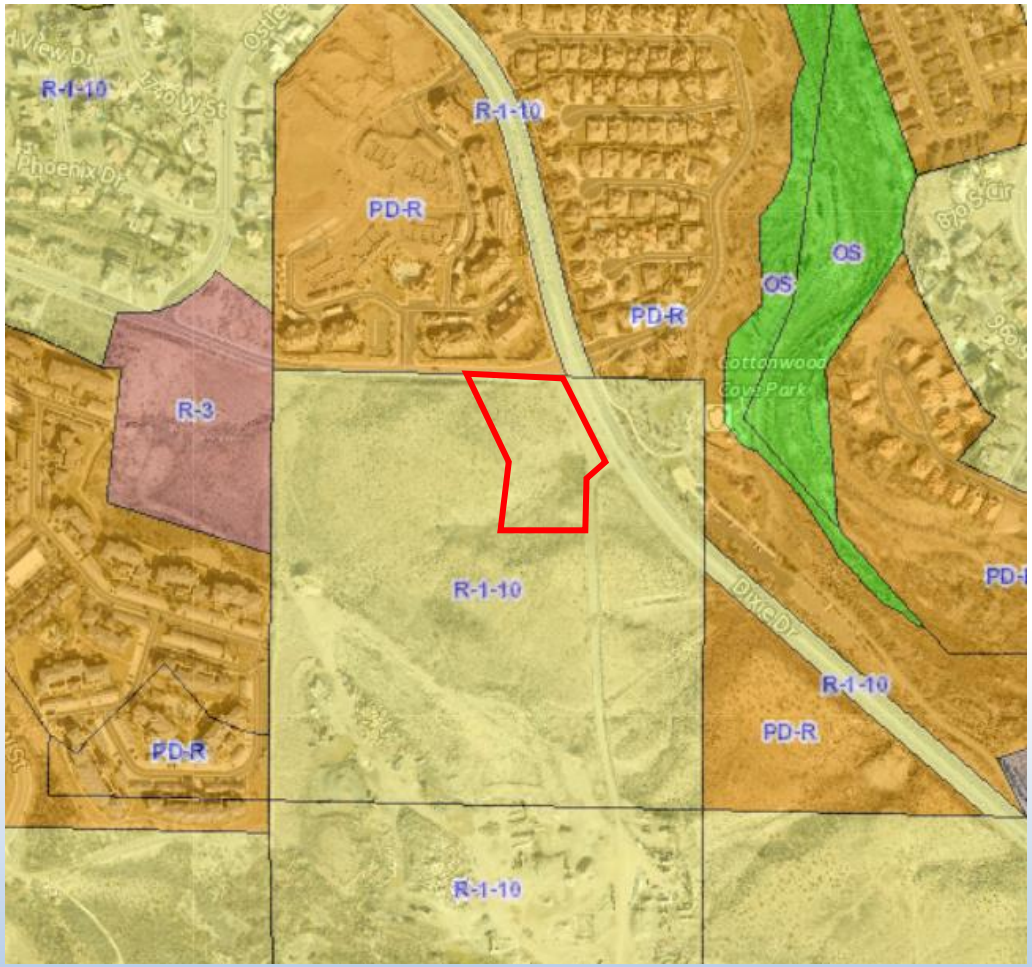
GENERAL PLAN AMENDMENT IN 2018 LDR TO MDR & COM



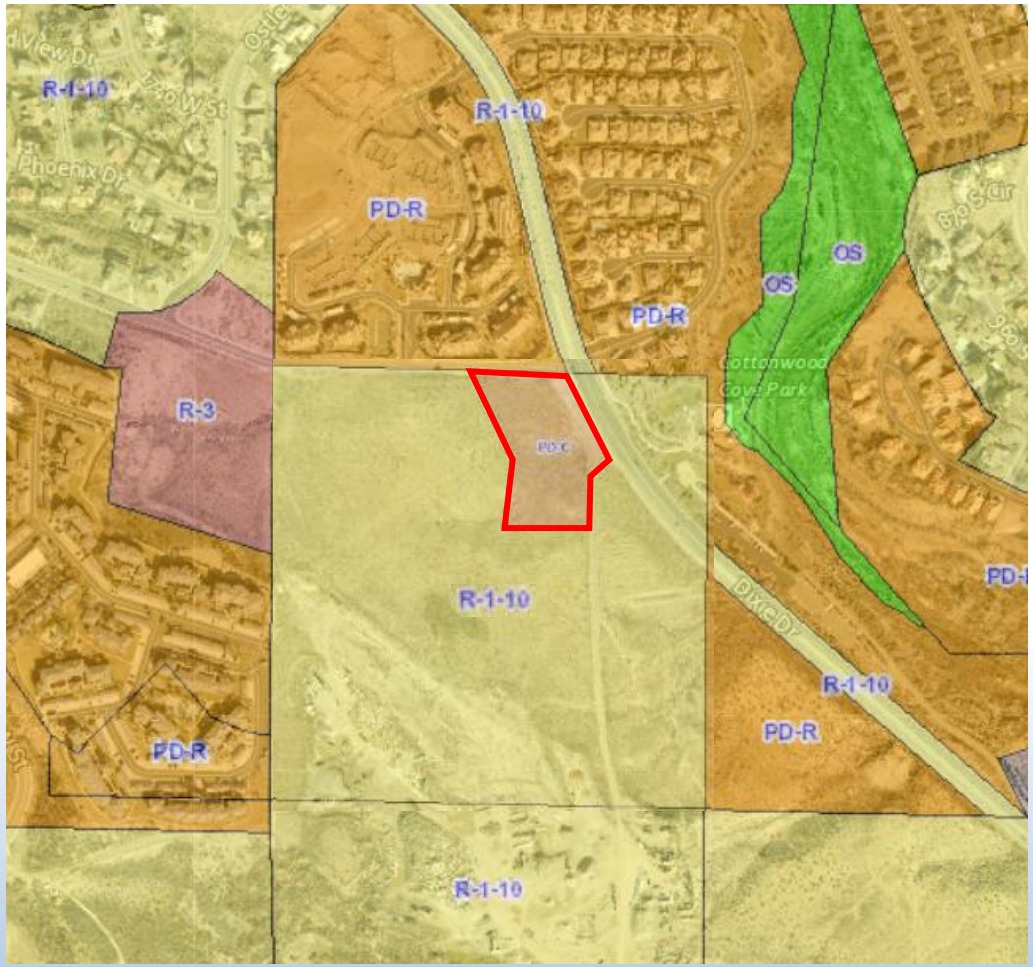


Approved 02/01/2018 (2018-GPA-001)
MDR = 5.91 acres, ~29-59 units
COM= 5.97 acres

ZONE CHANGE IN 2018



R-1-10 TO PD-C



Approved 10/18/2018 (2018-ZC-038)
PD-C = Convenience Store, Restaurant, and Retail

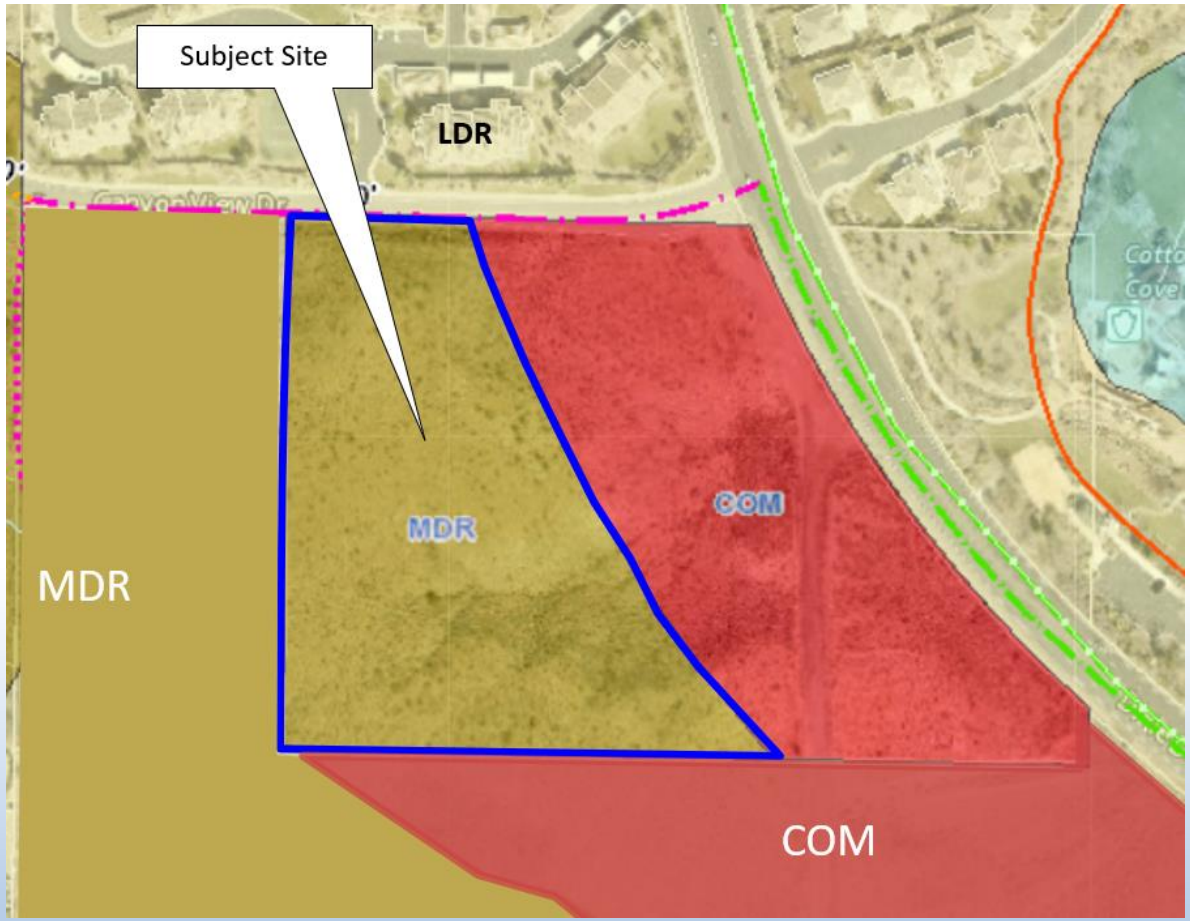
ZONE CHANGE IN 2018

R-1-10 TO PD-C

SOUTHERN UTAH - C-STORE

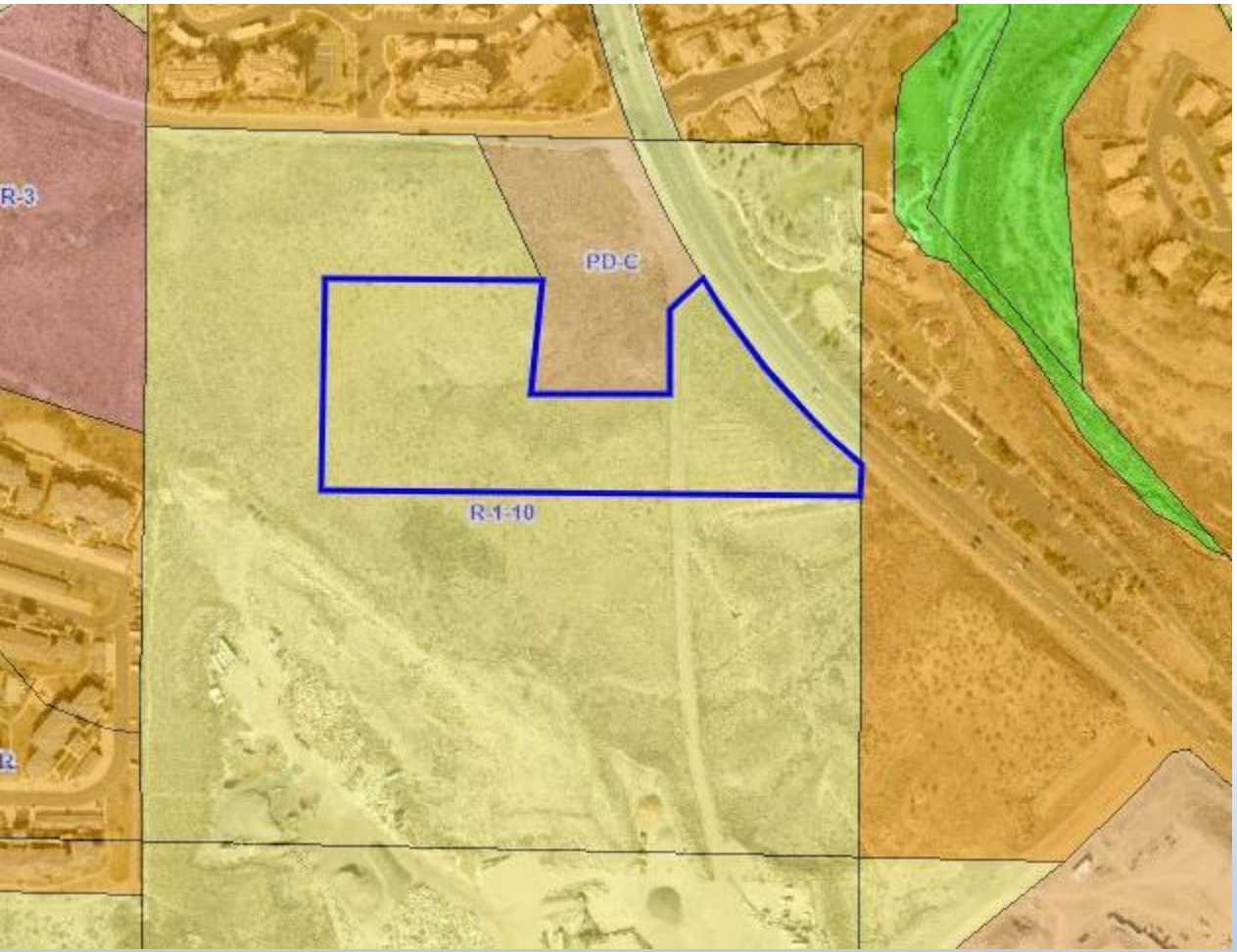
Approved 10/18/2018 (2018-ZC-038)
PD-C = Convenience Store, Restaurant, and Retail

GENERAL PLAN AMENDMENT IN 2018 MDR TO MHDR

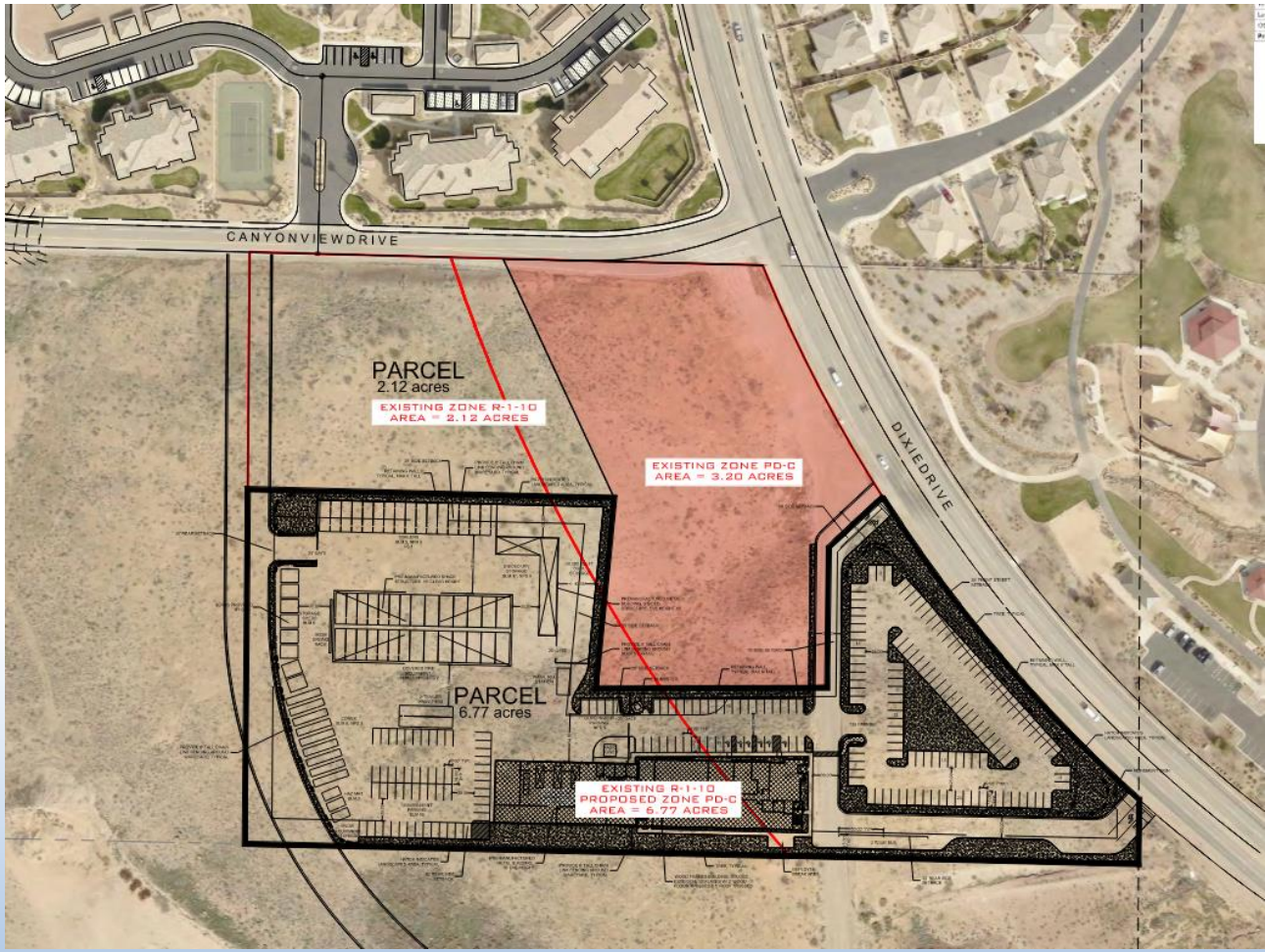


Approved 11/01/2018 (2018-GPA-015)
MHDR = Looking for up to 15 du/ac

ZONE CHANGE IN 2021

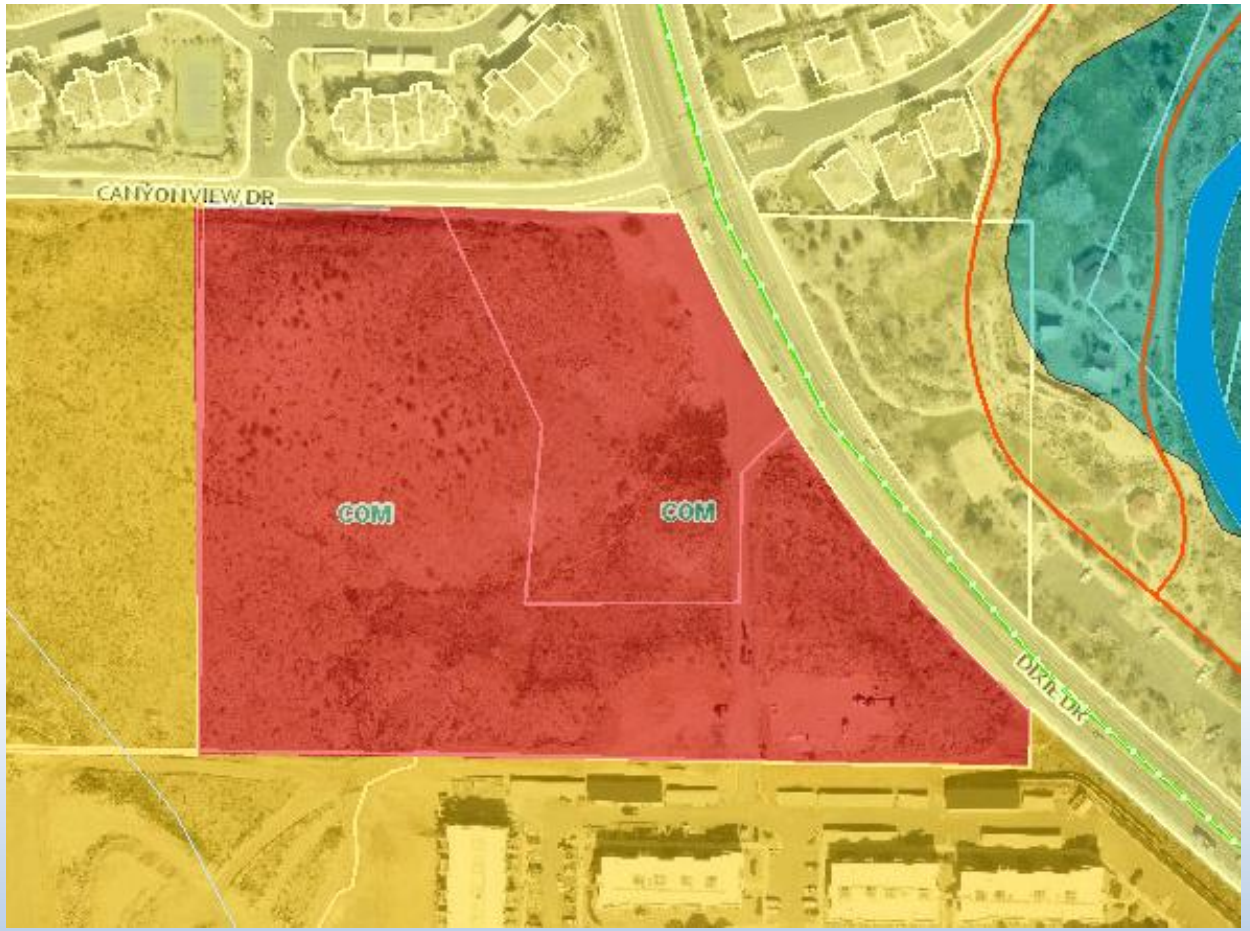


R-1-10 TO PD-C (BLM)



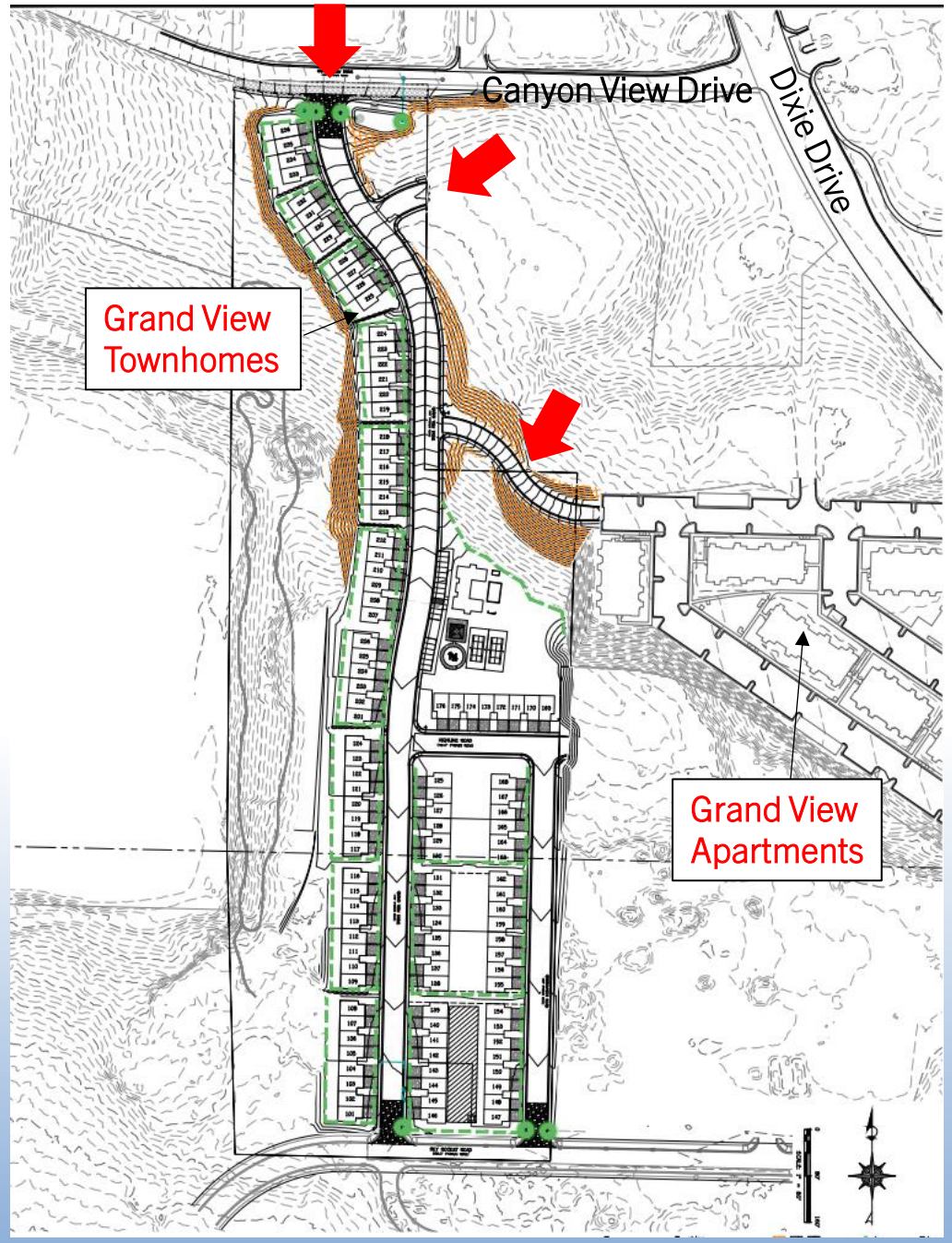
Approved 06/03/2021 (2021-ZC-038)
PD-C = Office (BLM) and Warehouse

GENERAL PLAN AMENDMENT IN 2022 MHDR TO COM

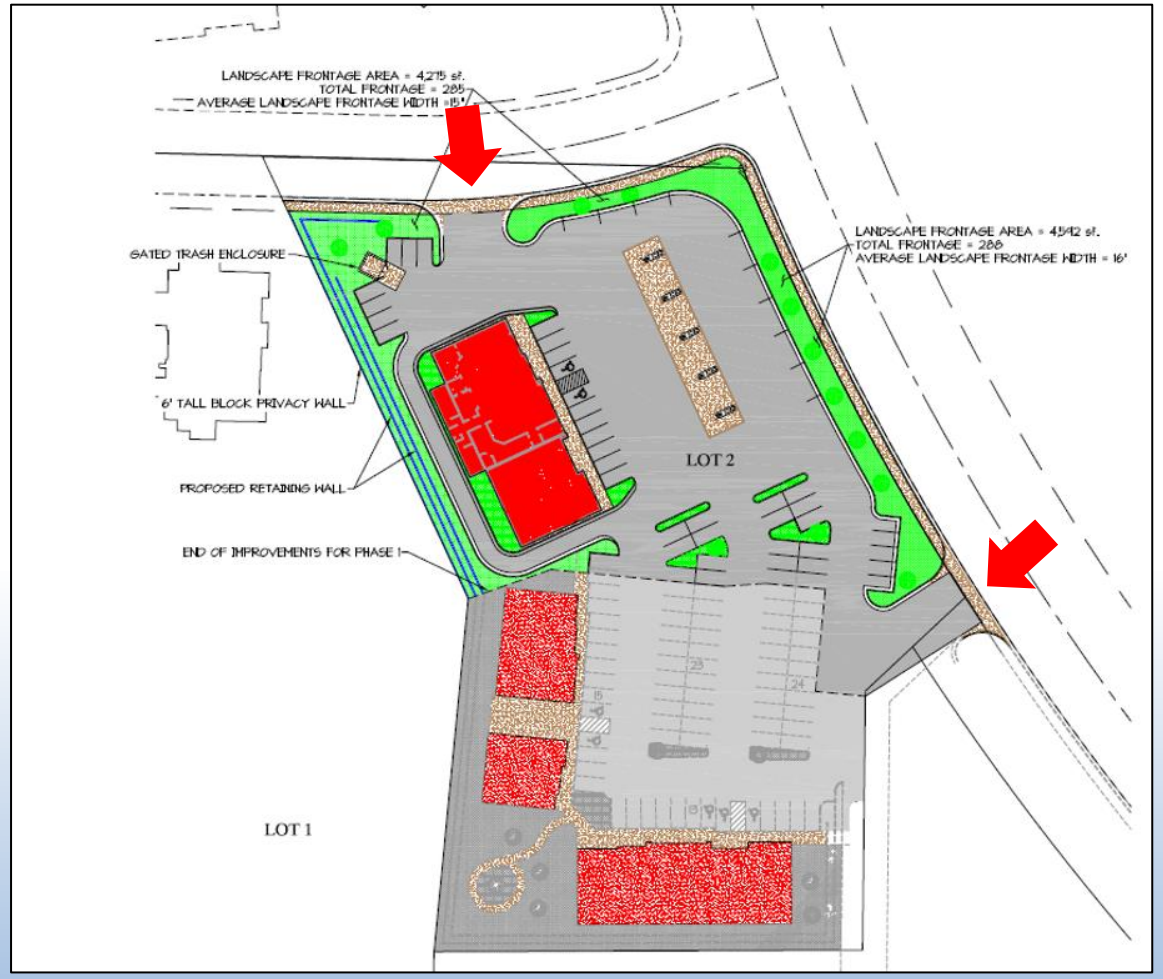


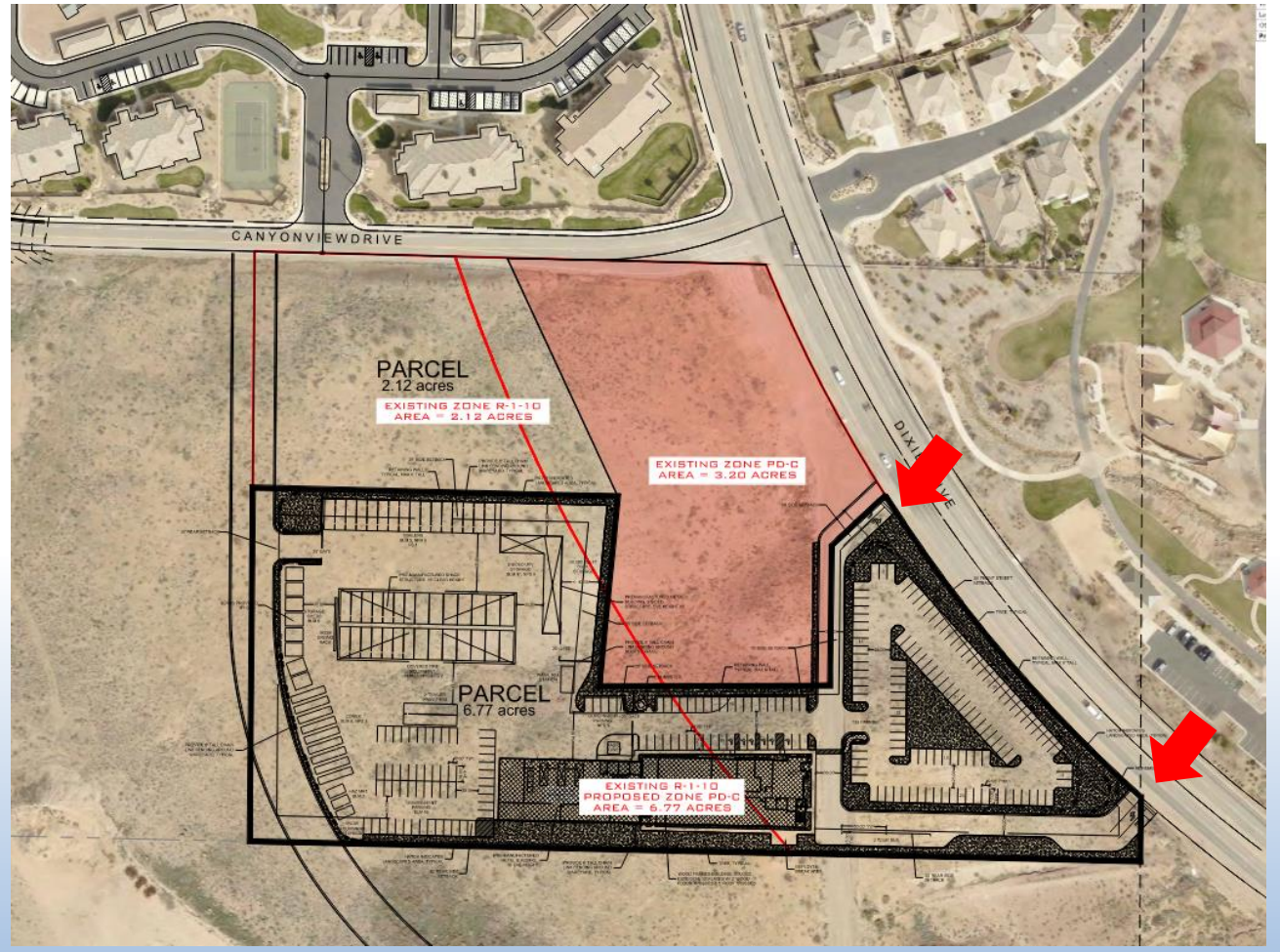
Approved 02/03/2022 (2022-GPA-002)
COM = Proposed location of Rise Up Health

ACCESS FROM PREVIOUSLY PRESENTED PROJECTS

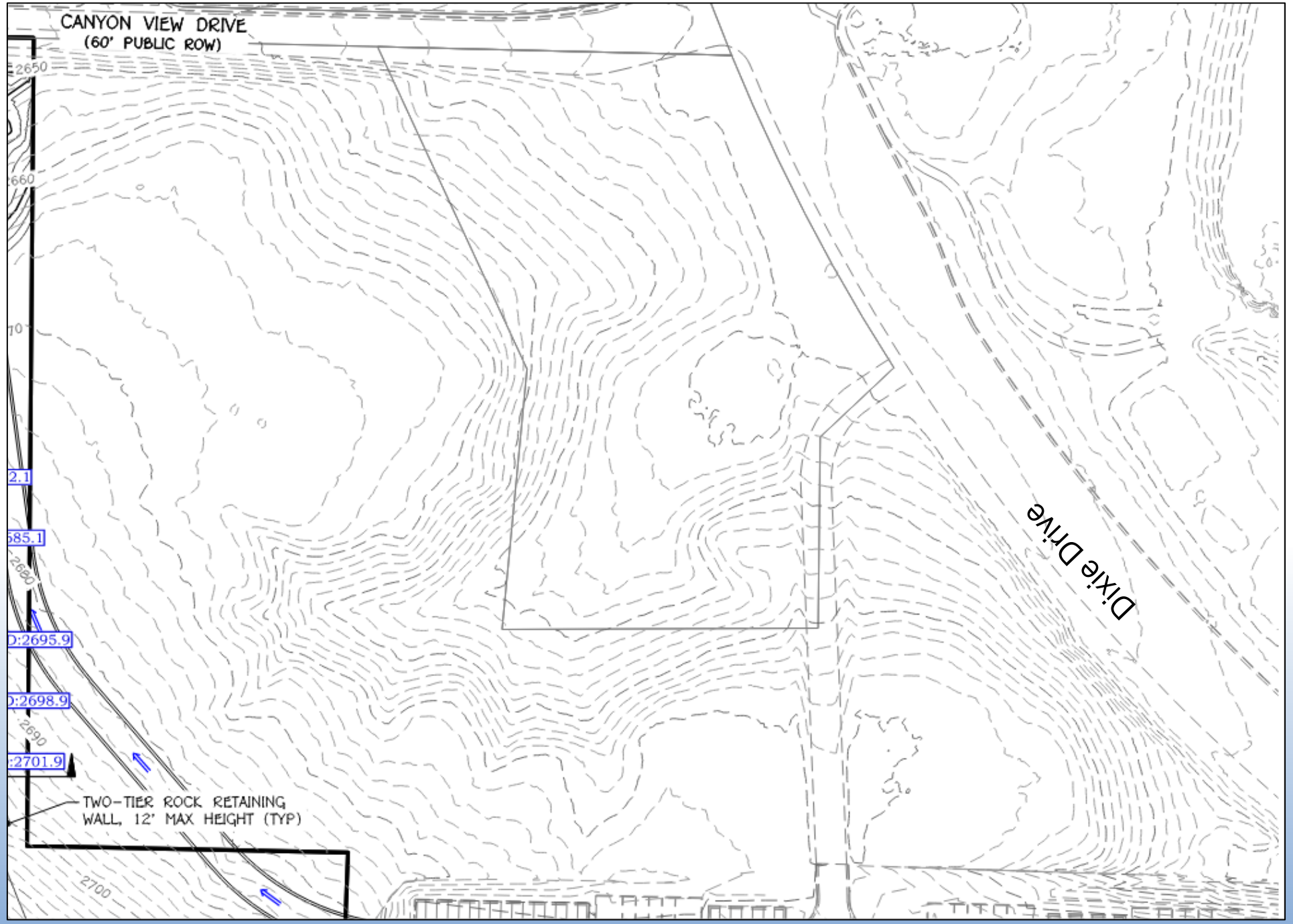


ACCESS FROM PREVIOUSLY PRESENTED PROJECTS

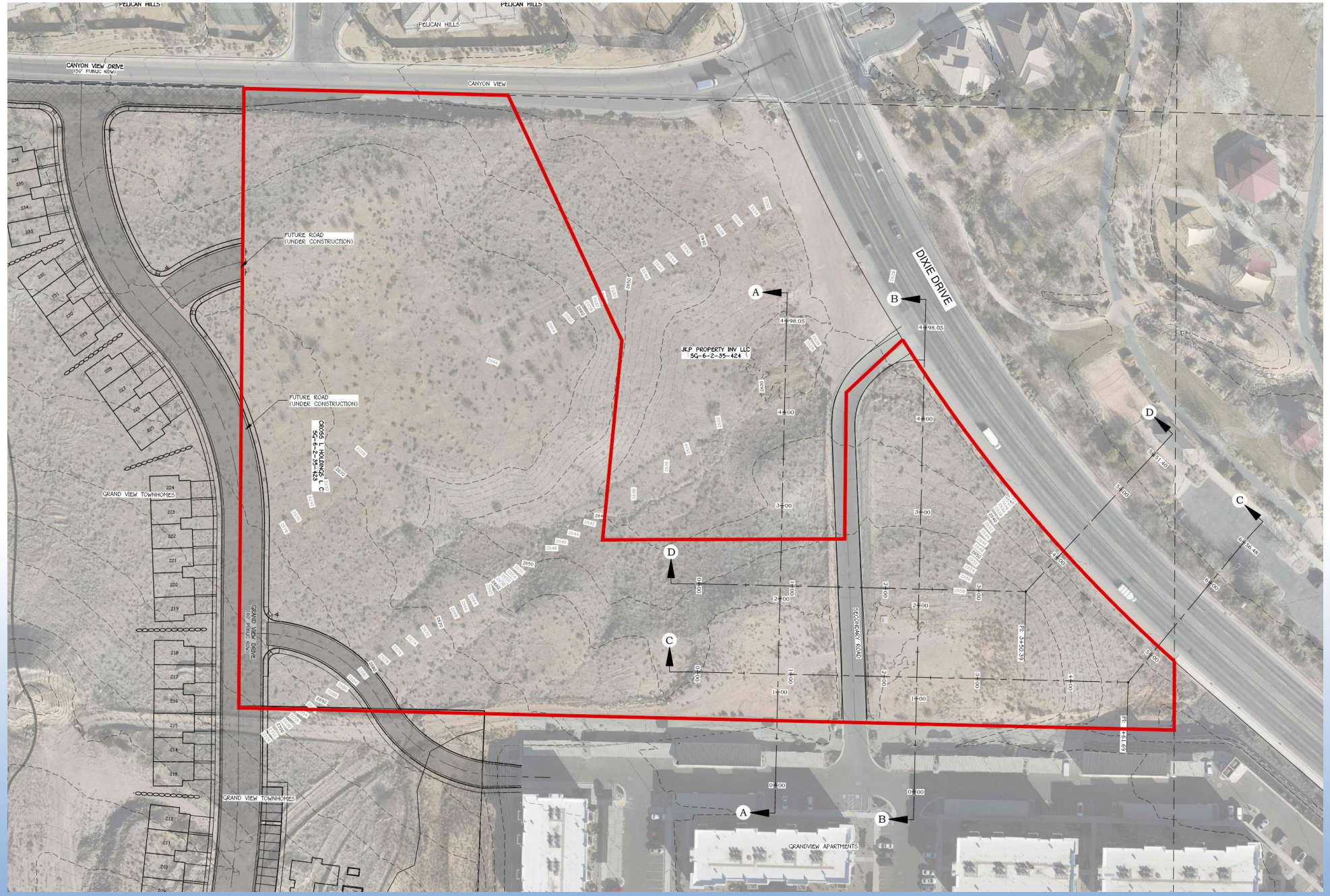




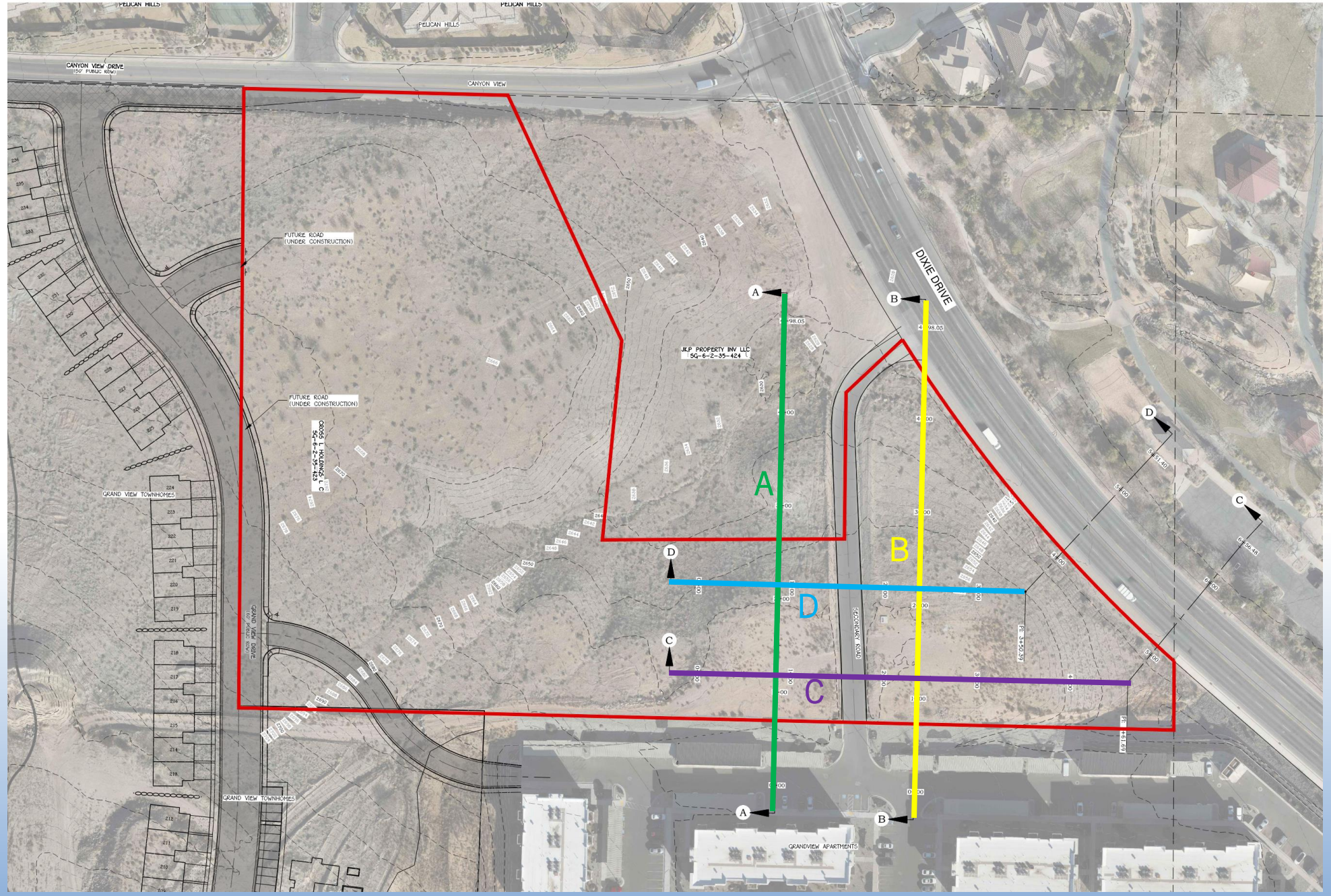
CONTOURS


CANYON VIEW DRIVE
(60' PUBLIC ROW)
2650
660
70
2.1
685.1
2680
D:2695.9
D:2698.9
2690
:2701.9
TWO-TIER ROCK RETAINING
WALL, 12' MAX HEIGHT (TYP)
2700
Dixie Drive

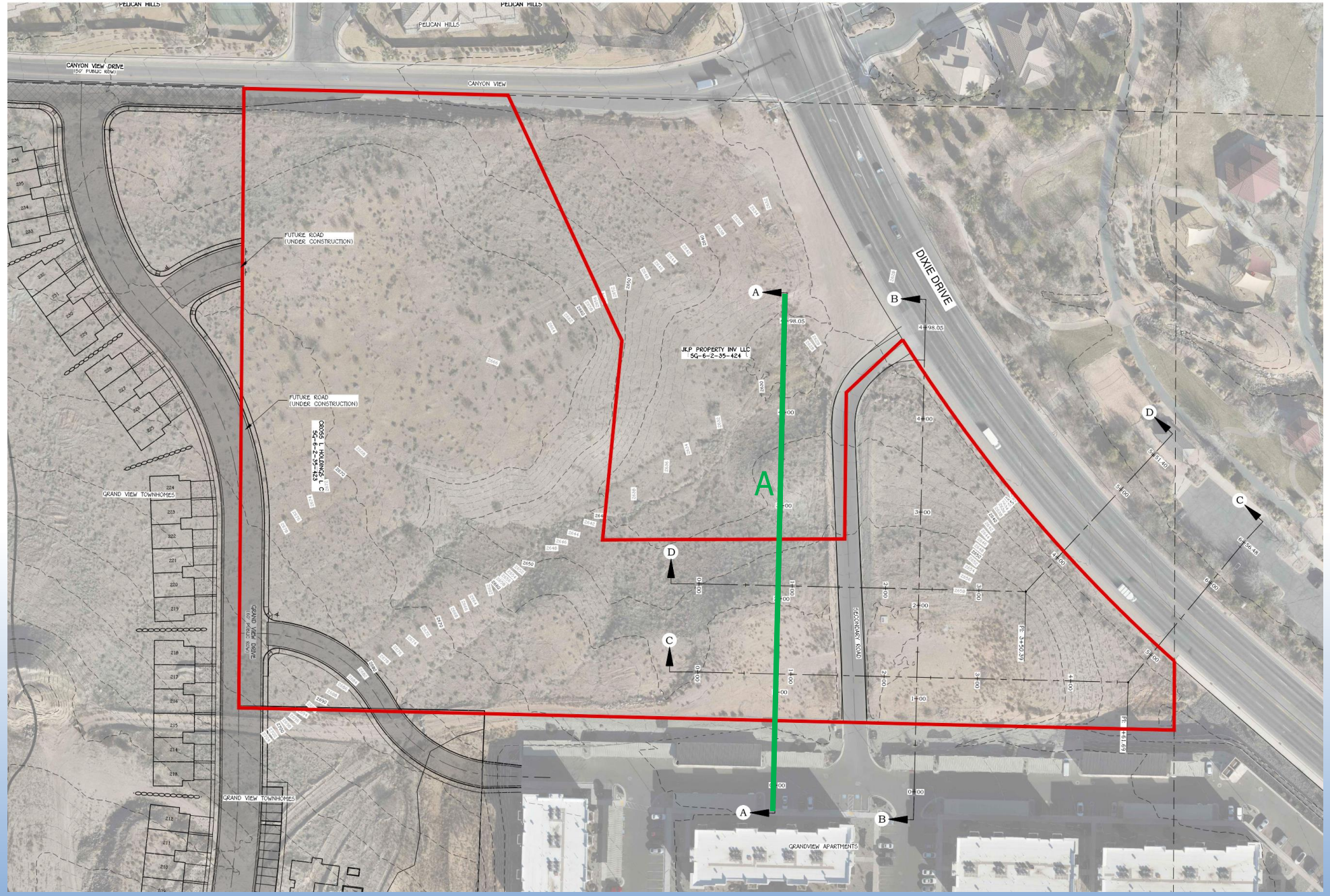
CONTOURS


PELICAN HILLS
PELICAN HILLS
PELICAN HILLS
CANYON VIEW DRIVE
(50' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
FUTURE ROAD
(UNDER CONSTRUCTION)
DIXIE DRIVE
JKP PROPERTY INV LLC
5G-6-2-35-424
GROOS 1 HOLDINGS LLC
5G-6-2-35-423
GRAND VIEW TOWNHOMES
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D

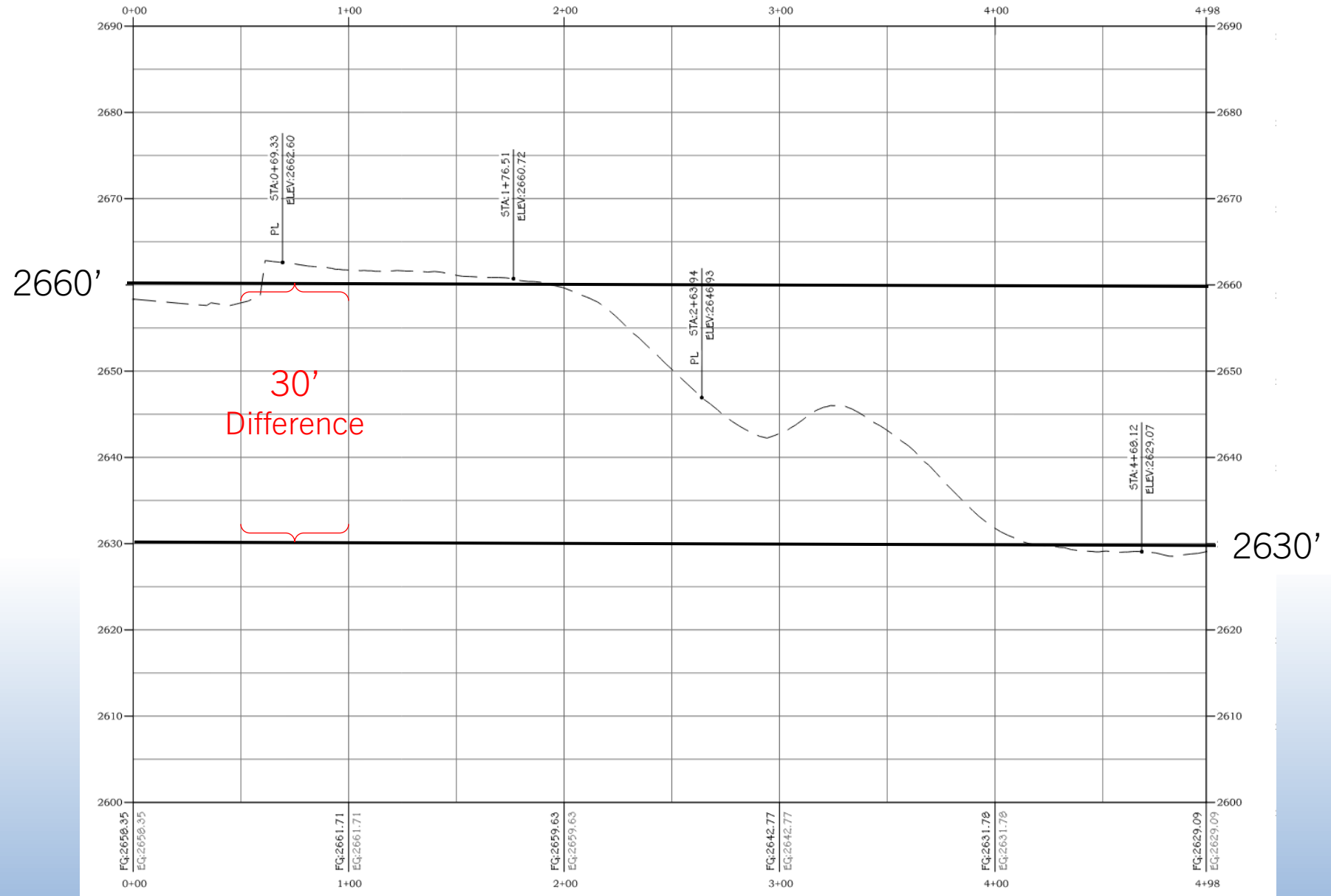
CONTOURS


PELICAN HILLS
CANYON VIEW DRIVE
(150' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
FUTURE ROAD
(UNDER CONSTRUCTION)
JKP PROPERTY INV LLC
5G-6-2-35-424
GROOS 1 HOLDINGS LLC
5G-6-2-35-423
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
GRAND VIEW TOWNHOMES
DIXIE DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D

CONTOURS

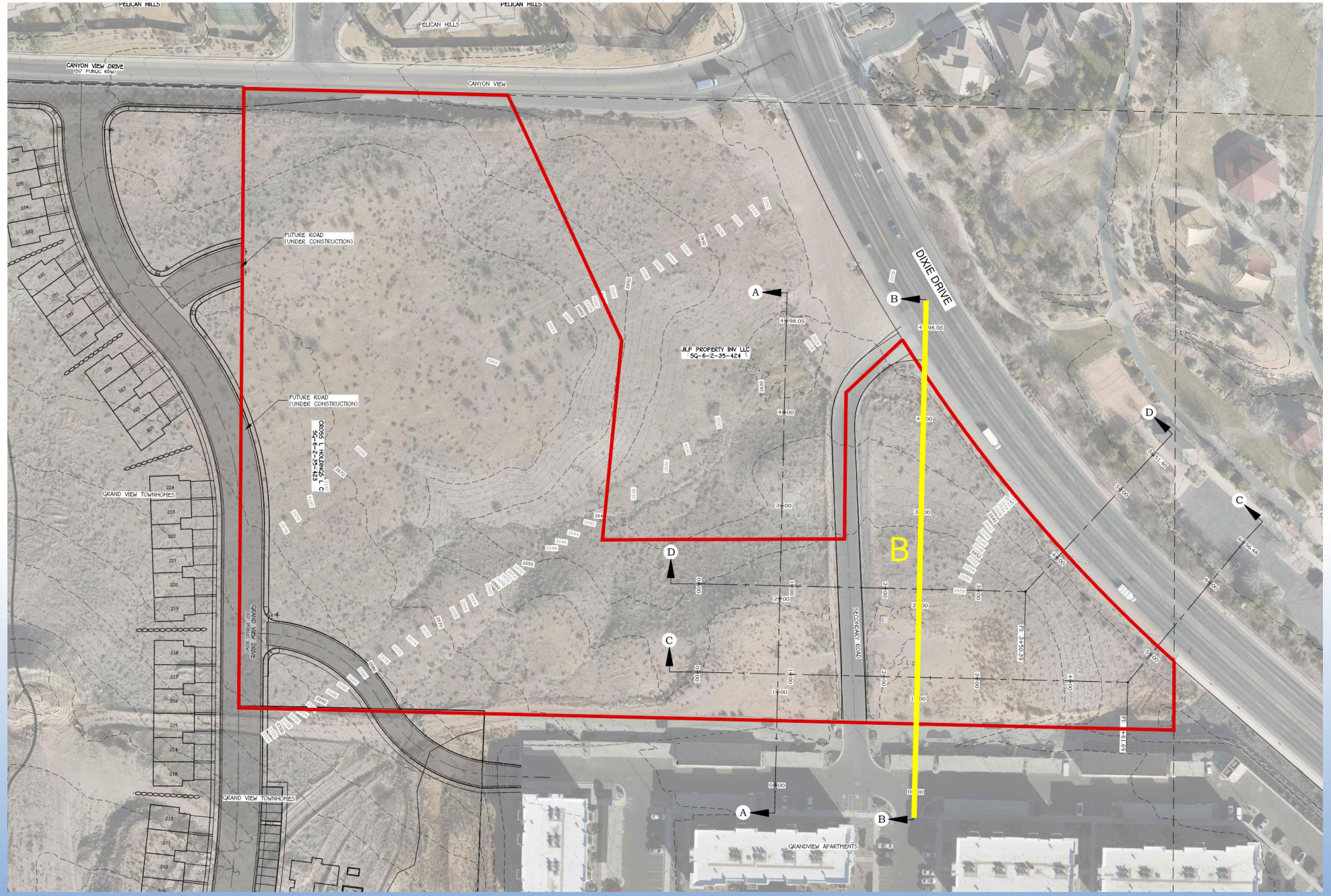

PELICAN HILLS
CANYON VIEW DRIVE
(50' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
FUTURE ROAD
(UNDER CONSTRUCTION)
DIXIE DRIVE
JKP PROPERTY INV LLC
5G-6-2-35-424
GROOS 1 HOLDINGS LC
5G-6-2-35-423
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D

CROSS SECTION A

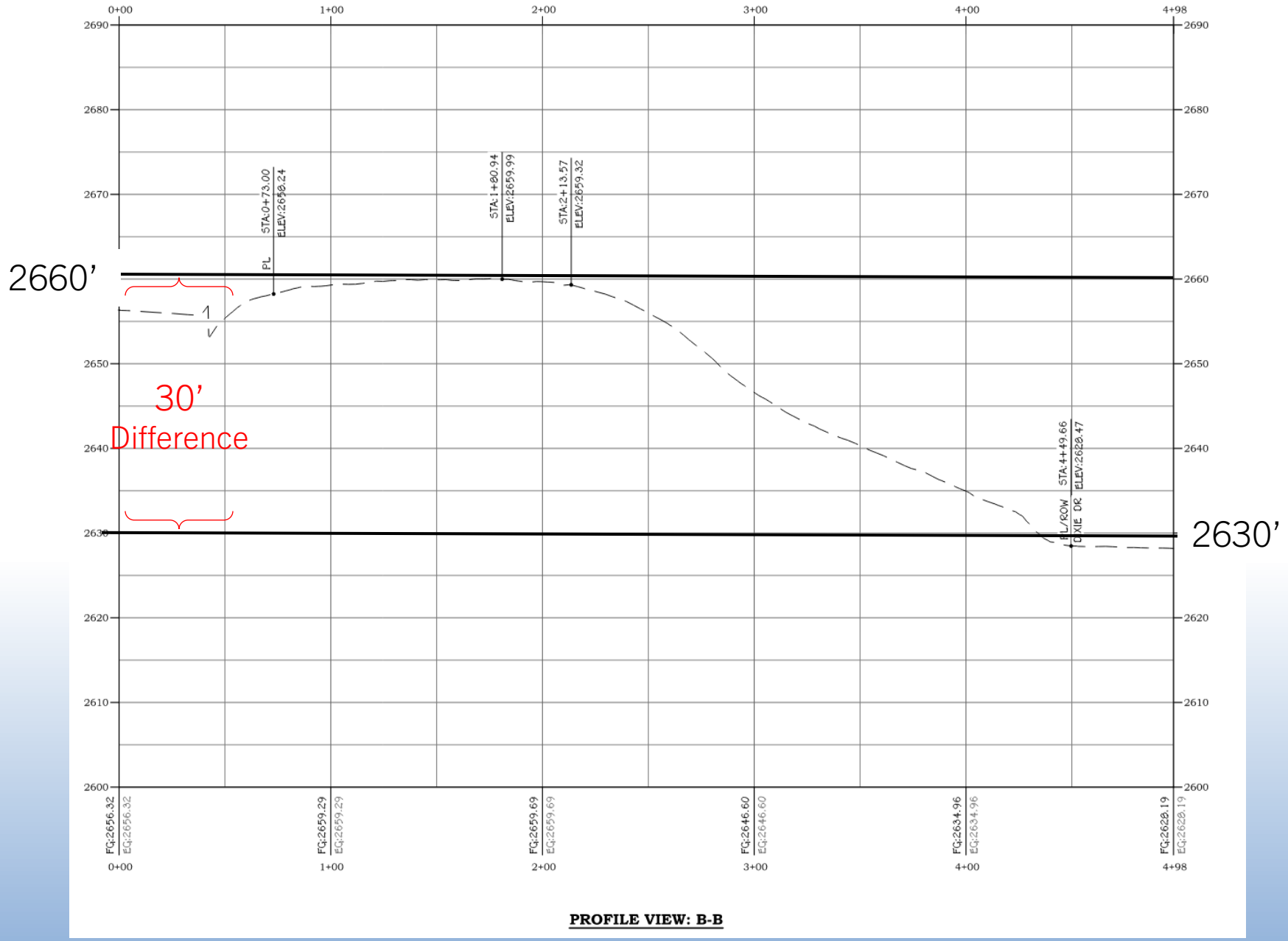


PROFILE VIEW: A-A

CONTOURS

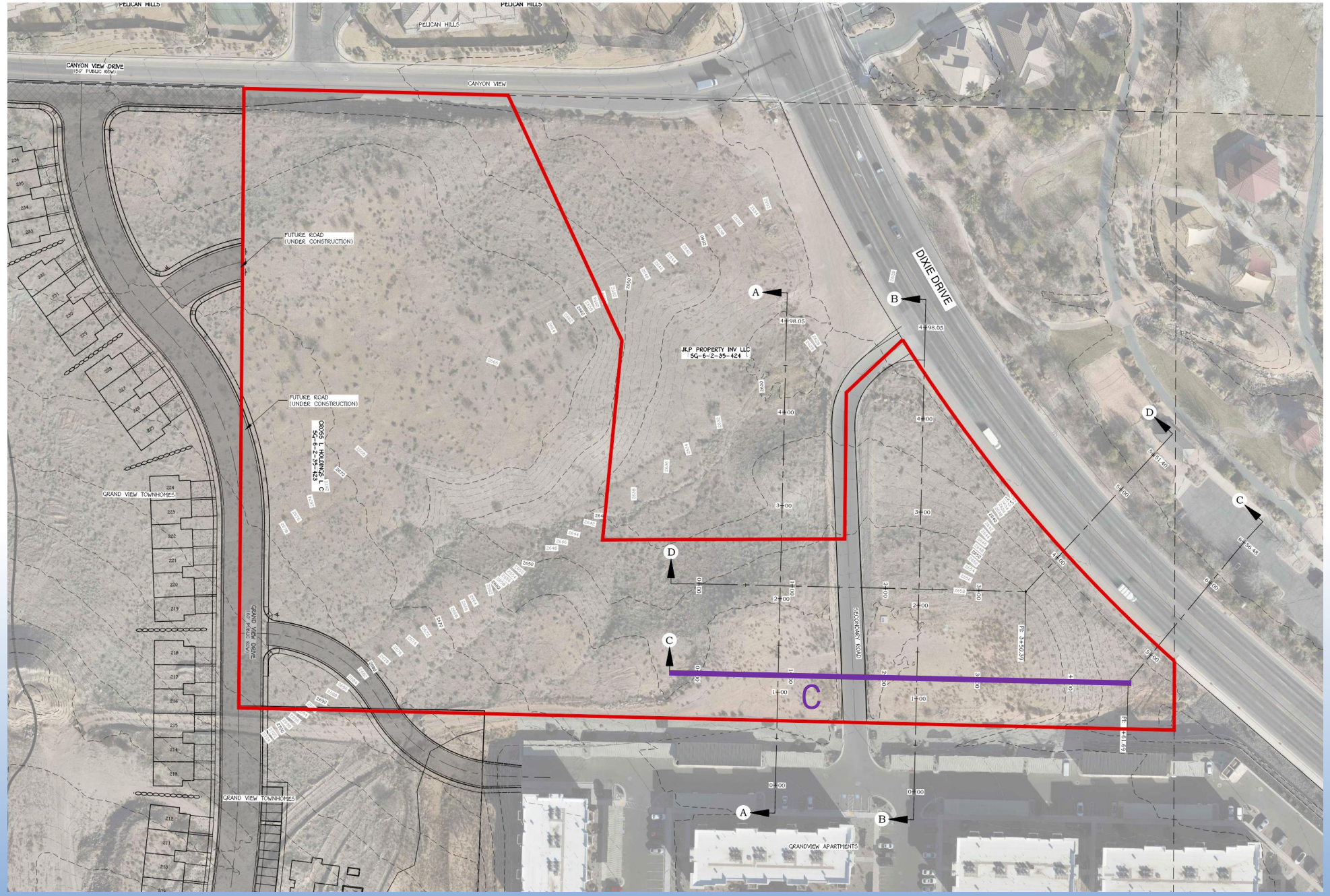

PELICAN HILLS
CANYON VIEW DRIVE
(50' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
FUTURE ROAD
(UNDER CONSTRUCTION)
DIXIE DRIVE
JKP PROPERTY INV LLC
5G-6-2-35-424
GROOS 1 HOLDINGS LLC
5G-6-2-35-423
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D

CROSS SECTION B

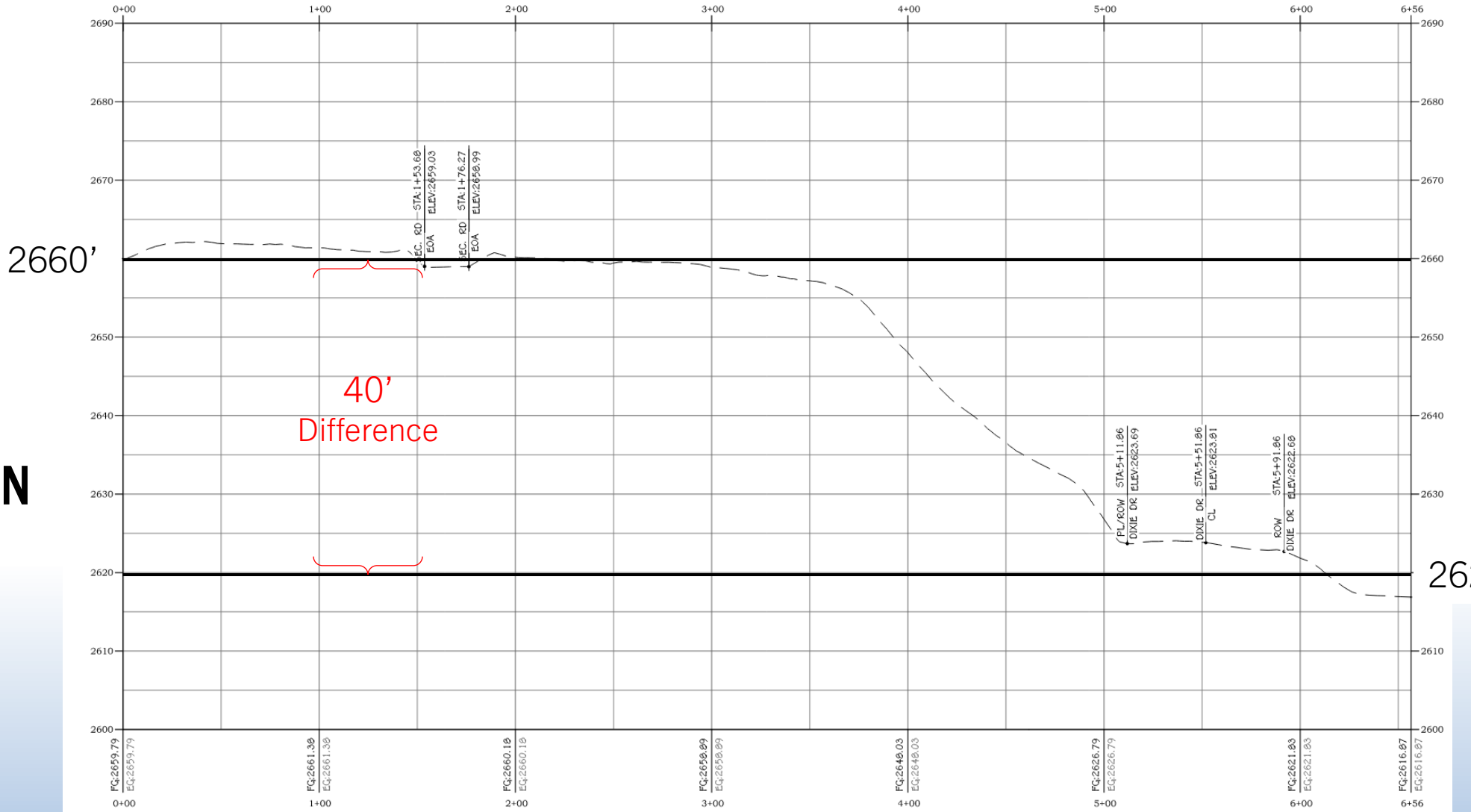


PROFILE VIEW: B-B

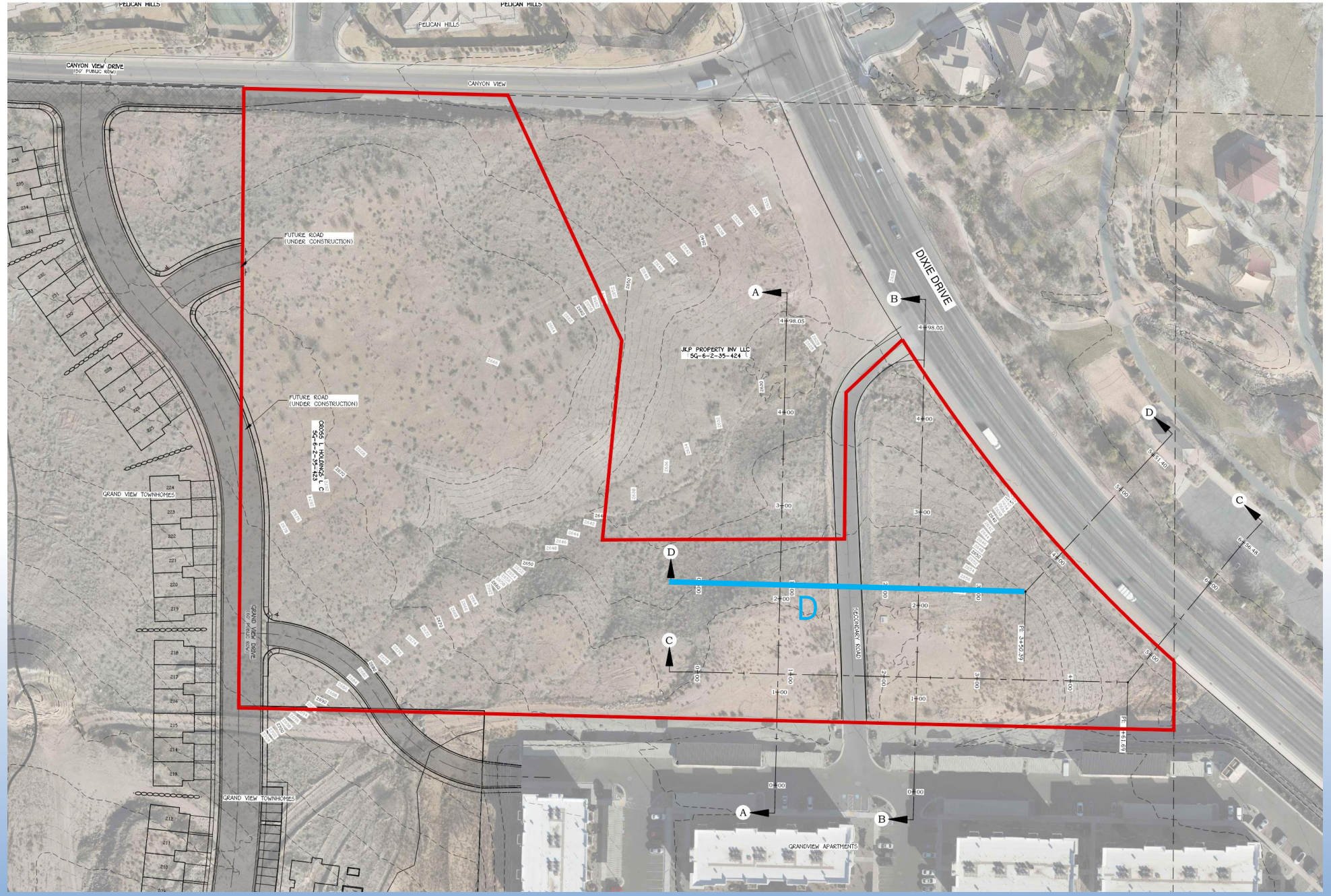
CONTOURS


PELICAN HILLS
CANYON VIEW DRIVE
(50' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
FUTURE ROAD
(UNDER CONSTRUCTION)
GROSS 1 HOLDINGS LLC
5G-6-2-35-423
JKP PROPERTY INV LLC
5G-6-2-35-424
DIXIE DRIVE
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D
C

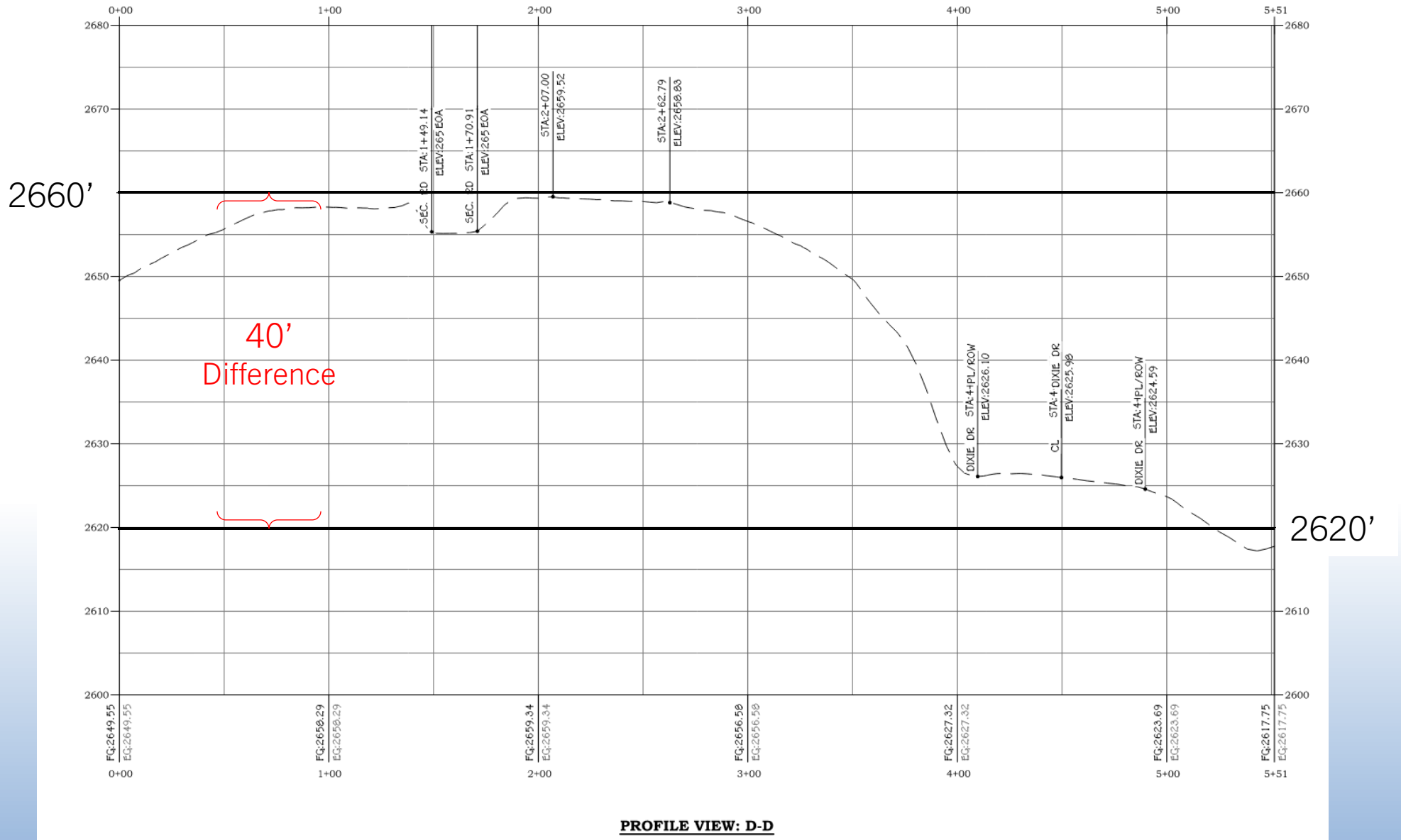
CROSS SECTION C



CONTOURS


PELICAN HILLS
CANYON VIEW DRIVE
(50' PUBLIC ROW)
CANYON VIEW
FUTURE ROAD
(UNDER CONSTRUCTION)
DIXIE DRIVE
JKP PROPERTY INV LLC
5G-6-2-35-424
GROOS 1 HOLDINGS LLC
5G-6-2-35-423
GRAND VIEW TOWNHOMES
GRAND VIEW DRIVE
SECONDARY ROAD
GRANDVIEW APARTMENTS
A
B
C
D

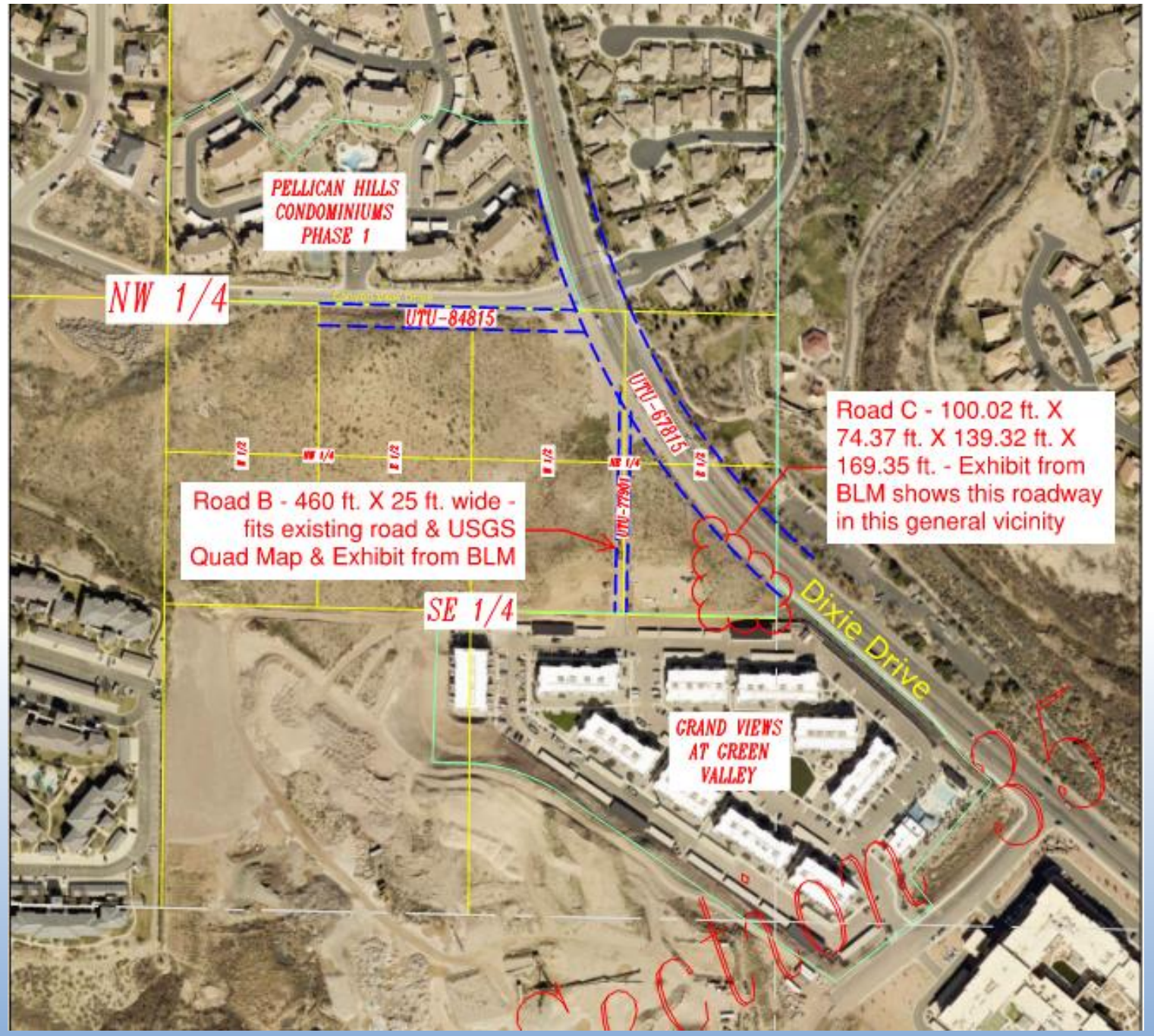
CROSS SECTION D



PROFILE VIEW: D-D

ROAD PATENT

ROAD PATENT

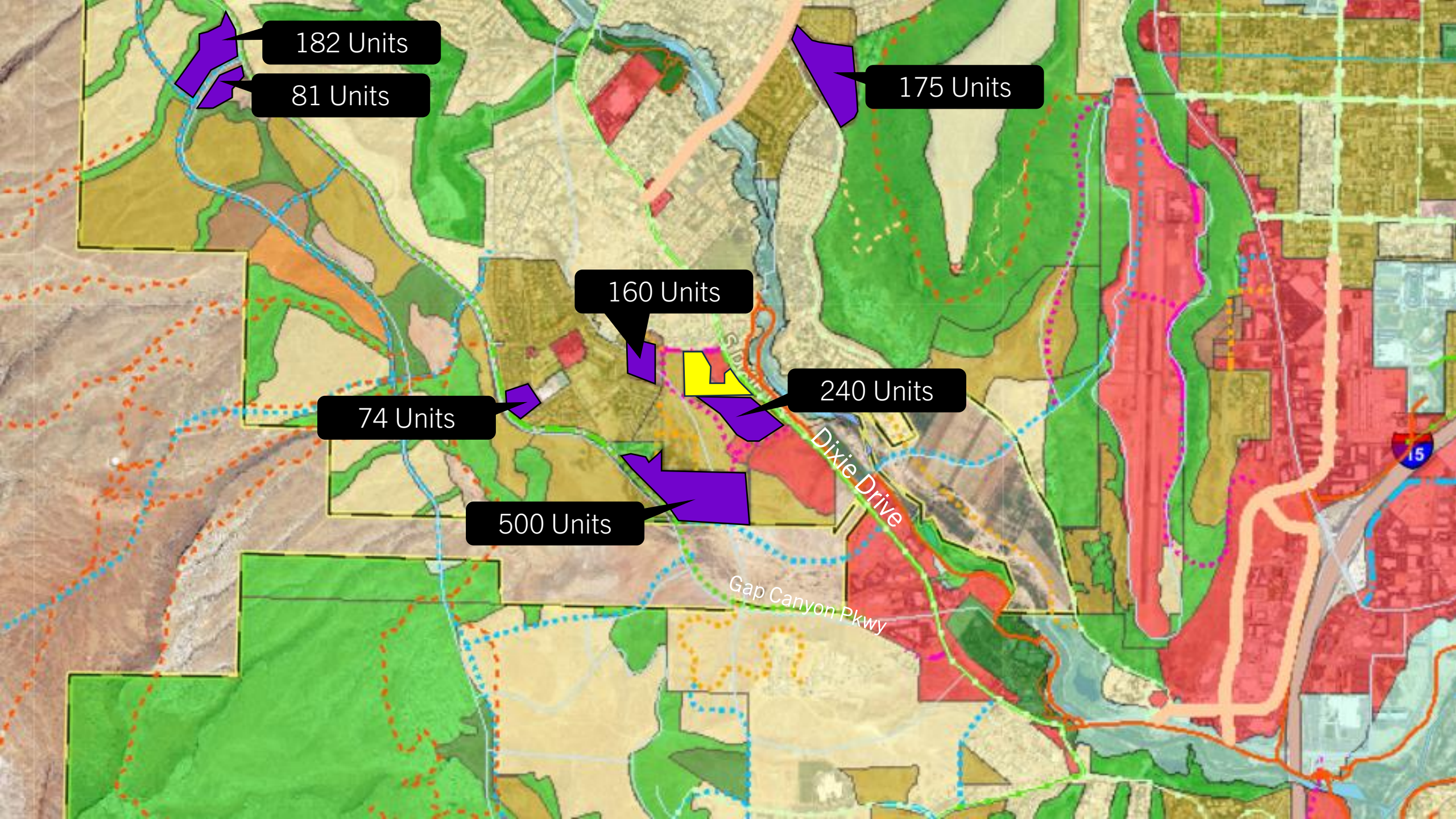

PELLICAN HILLS CONDOMINIUMS PHASE 1
NW 1/4
UTU-84815
UTU-67815
UTU-77901
Road B - 460 ft. X 25 ft. wide - fits existing road & USGS Quad Map & Exhibit from BLM
Road C - 100.02 ft. X 74.37 ft. X 139.32 ft. X 169.35 ft. - Exhibit from BLM shows this roadway in this general vicinity
SE 1/4
Dixie Drive
GRAND VIEWS AT GREEN VALLEY
Section 35

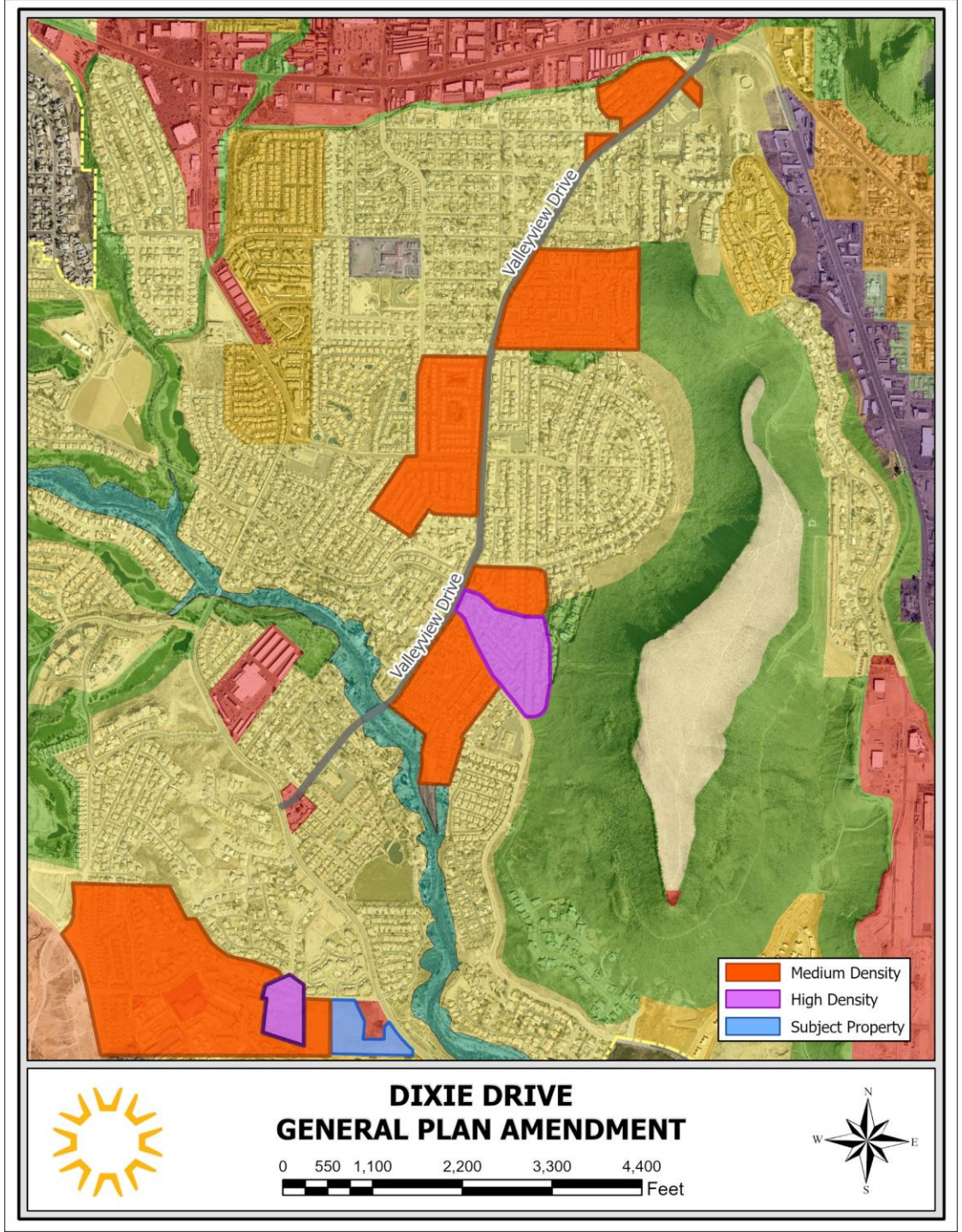
RECOMMENDATION

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.”


182 Units
81 Units
175 Units
160 Units
240 Units
74 Units
500 Units
Dixie Drive
Gap Canyon Pkwy
15


Valleyview Drive
Valleyview Drive
Medium Density
High Density
Subject Property
DIXIE DRIVE
GENERAL PLAN AMENDMENT
0 550 1,100 2,200 3,300 4,400
Feet
N
W
E
S

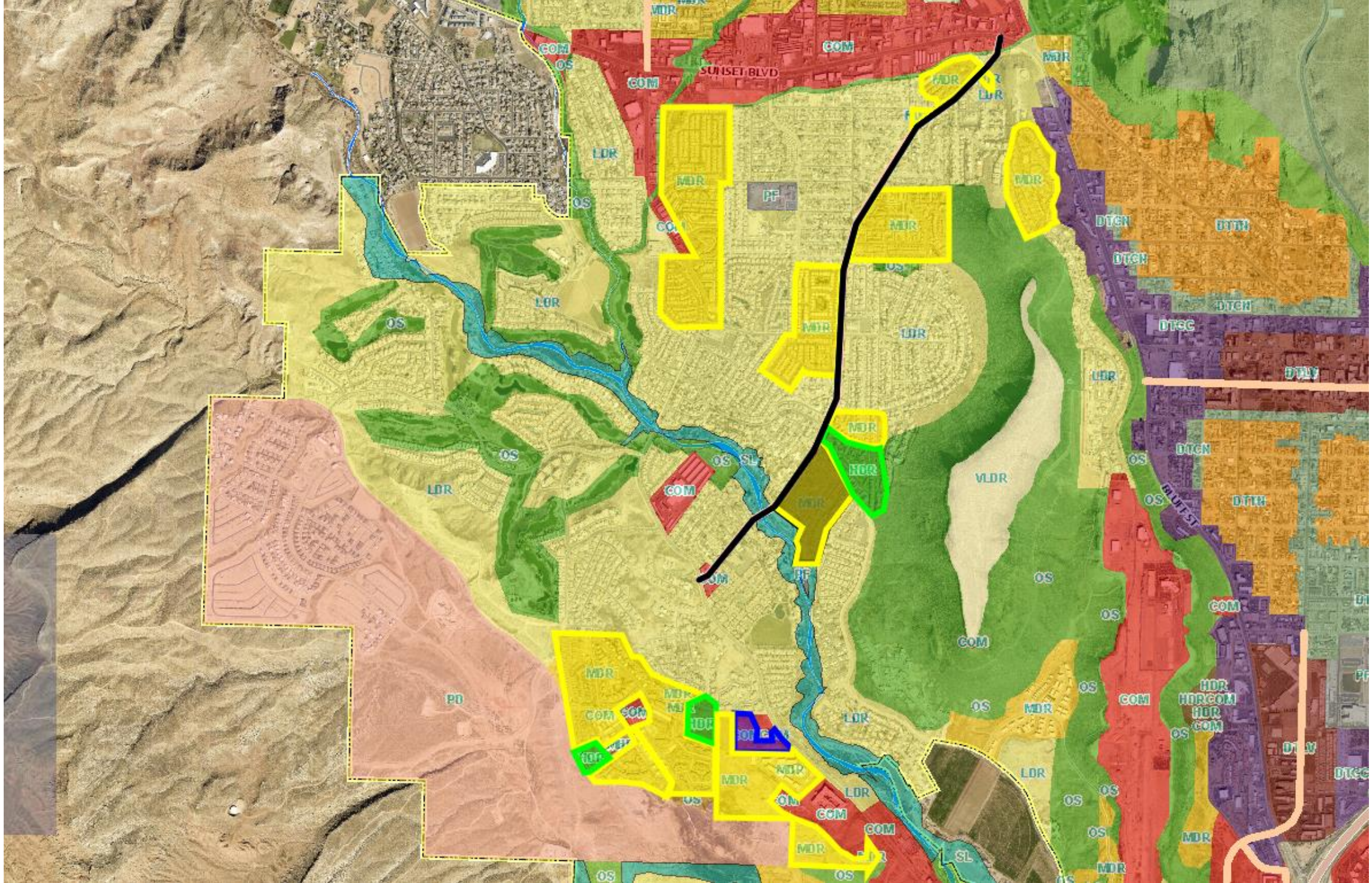

SUNSET BLVD
LDR
MDR
COM
OS
PF
PD
VLDR
HDR
HDRCOM
DTCN
DTTH
DTSC
DTLV
SL

Exhibit D
Bureau of Land Management ROW Document

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Color Country District - St. George Field Office
345 East Riverside Drive
St. George, Utah 84790
Phone: (435) 688-3200 Fax: (435) 688-3252
http://www.blm.gov

TAKE PRIDE IN AMERICA

December 17, 2009

IN REPLY REFER TO:
2710/2800
(ROW serial number) UTU-77901
(Sale serial number) UTU-87603
(UT-100)

CERTIFIED MAIL NO. 7007 2560 0000 8449 8413
RETURN RECEIPT REQUESTED

Richard Rogers Construction
PO Box 10
St. George, Utah 84771

Dear Mr. Rogers:

This letter is to advise you the following described public land which encompasses a portion of Right-of-Way (ROW) UTU-77901 has been proposed for sale (BLM Serial Number UTU-87603) under the authority of Section 203 of the Federal Land Policy and Management Act of 1976 (FLPMA):

T 42 S., R 16 W., Salt Lake Meridian, Washington County, Utah
Section 35: Lot 2, E½NW¼SE¼NW¼ (5.09 acres)

containing 12.56 acres, more or less.

A copy of your ROW grant and map of sale parcel are enclosed for your reference.

The regulations at 43 CFR 2807.15(b) entitle you to notification prior to the transfer out of Federal ownership of land encumbered by your ROW. This letter is formal notification of the proposed sale and of the options available for future administration of the portions of the ROW within the above-described lands, in conformance with existing policies and procedures. Please note that any portions of the ROW not affected by the proposed sale will continue to be administered by the BLM under the terms, conditions, and stipulations of the existing ROW grant.

The available options for the portions of the ROW within the above-described lands are:

1) You can maintain the ROW under its current terms and conditions, including expiration date of **in perpetuity** (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.

2) You can attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. Upon request, the name(s) and address(es) of the apparent high bidder(s) of the sale parcel(s) shall be available immediately after the sale date. You and the prospective patentee must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure of you and the prospective patentee to reach an agreement shall not be justification to postpone issuance of the patent.

3) You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299) copy enclosed, you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that a perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not sold and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

4) You may request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and

must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual easement. Issuance of a perpetual easement shall require a one-time payment of rental (determined by the appraisal for the land disposal action), and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that an easement shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the easement, and the patentee would succeed to the interest of the United States in all matters relating to the management of the easement. Any disputes over compliance with the use and the terms and conditions of the easement would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not soldand is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.

You have sixty (60) days from receipt of this letter to notify us, in writing, at the above address as to which option you choose. If you choose either Option 3 or Option 4, your response must include the complete application to amend the ROW, except that for an easement application, submittal of the easement plat(s) may be deferred. A separate application must be submitted for each ROW. For an easement application, a separate easement plat must be submitted for the portion of each ROW within each sale parcel. The easement plat(s) must comply with the requirements of State law and local ordinances for preparation of survey plats and document recording. Suggested plat guidelines are available upon request. If the easement plat is not submitted with the application, it must be received in this office no later than 60 days after the publication of the Notice of Realty Action in the FEDERAL REGISTER for the proposed sale. Your failure to submit required information or payments within required timeframes shall not be a reason to postpone processing of the proposed sale, including issuance of the patent, and will subject the amendment application to rejection.

Please note, since your ROW has been issued in perpetuity already, just notify us in writing that you wish to elect Option 1. No other documentation would be required from you.

This shall be your **only** opportunity to select one of the above options, and any requested change after the 60-day time period shall not be considered. If your **complete** written response is not received in this office within 60 days from your receipt of this letter, Option 1 above (the status quo) shall automatically be implemented for any ROW for which information is not received.

This notification is an interlocutory determination from which no appeal may be taken.

If you have any questions, please contact Chuck Valentine, Realty Specialist, in this office at the above address or via email chuck_valentine@blm.gov or telephone (435) 688-3326.

United States Department of the Interior
Bureau of Land Management
St. George Field Office
345 East Riverside Drive
St. George, Utah, 84790

BUREAU OF LAND MANAGEMENT
ST. GEORGE FIELD OFFICE
FEB 16 2010

Ref:
2710/2800
(Row Serial Number) Utu 77901
(Sale Serial Number) Utu 87603
Ut 100

Attention:
Chuck Valentine
Jimmy Tyre

To Whom it May Concern:

Rogers Construction Company
Richard Rogers P. O. Box 10
St. George, Utah 84771

We here by request that
(Row Serial Number) Utu 77901
Be option Number (one)
Per your listed option (Elected option No. one)

Document hand delivered
St. George BLM Field Office
345 East Riverside Drive
Friday Feb. 12, 2010

Sent by certified mail
Friday Feb. 12, 2010

Rogers Construction
Richard Rogers

Richard Rogers
Feb. 12 2010

Sincerely,

Jimmy Tyree
St. George Field Office Manager

Enclosures: ROW Grant
Sale Parcel Map
SF-299

FORM 2800-14
(August 1985)

Issuing Office:
George Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
ROGERS CONSTRUCTION COMPANY
SERIAL NUMBER UTU-77901

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

   a. By this instrument, the holder:

      Rogers Construction Company
      P.O. Box 10
      St. George, UT 84770

   receives a right to construct, operate, maintain, and terminate access roads, on public lands described as follows:

      Salt Lake Meridian:
      T. 42 S., R. 16 W.,
        sec. 35, NE¼SE¼NW¼.

   b. The right-of-way areas granted herein for access roads are:

      Road B - 460 ft. long X 25 ft. wide = .26 acres,
      Road C - 100.02 ft. X 74.37ft. X 139.32 ft. X 169.34 ft. = .28 acres.

   c. This instrument shall be perpetual from the effective date of this grant unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

   d. This instrument may be renewed. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

   e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

   For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.

d. The stipulations, plans, maps, or designs, attached hereto as "Exhibit A", are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.

f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

g. The holder of Right-of-Way UTU-77901 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on the Right-of-Way (unless the release or threatened release is wholly unrelated to the Right-of-Way holder's activity on the Right-of-Way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant.

Richard Rogers	James D. Crest
(Signature of Holder)	(Signature of Authorized Officer)
President	St. George Field Office Manager
(Title)	(Title)
10/28/99	11/1/99
(Date)	(Effective Date of Grant)

EXHIBIT A

PLAN OF DEVELOPMENT
FOR
ROGERS CONSTRUCTION COMPANY
ACCESS ROAD
UTU-77901

Purpose and Need for the Facility:
Richard Rogers is in the process of acquiring public land near Green Valley in St. George Utah. To access the property that Mr. Rogers is acquiring, he needs to cross a parcel of public land leased to the Washington County School District. There is an existing road that crosses the parcel. The school district plans to build an elementary school on the leased land and the existing road would be moved to accomodate development. The school district has agreed to allow Mr. Rogers to use the existing road until development takes place. They have also agreed to allow Mr. Rogers to develop a permanent access road on the east border of the leased property.

Facility Location:
The proposed action location would be described as follows:

Salt Lake Meridian
T. 42 S., R. 16 W.,
sec. 35, NE¼SE¼ NW¼.

Facility Design Factors:
The proposed action would be to use the existing road, (Road B on attached map), until development of the elementary school. At such time the portion of the right-of-way for the existing road would be terminated. The existing road would not be improved and is approximately 460 feet in length and 25 feet wide encompassing .26 acres. A permanent road, (Road C on attached map), would be developed on the east border of the leased land starting at Dixie Drive and continuing for approximately 160 feet to the Mr. Rogers acquired property. This road would encompass approximately .28 acres. Mr. Rogers would build the new road according to City of St. George road standards, and would acquire the proper City authorizations. The road would be designed to properly control drainage. The roads surface would be asphalt and a water truck would be used to sprinkle the area for dust abatement during construction. Use of the road would be permanent and year round. The project would have no relationship to Bureau transportation plans as the road leads to Mr. Rogers private property. All activities associated with the construction, operation, and termination of the rights-of-way would be within the authorized limits of the rights-of-way. The construction site would be maintained in a clean and sanitary condition at all times. Waste materials including trash, garbage, petroleum products, human waste, etc. would be disposed of promptly at an appropriate waste disposal site.

Resource Values and Concerns:
Threatened and endangered species and cultural resource clearances have been completed. The

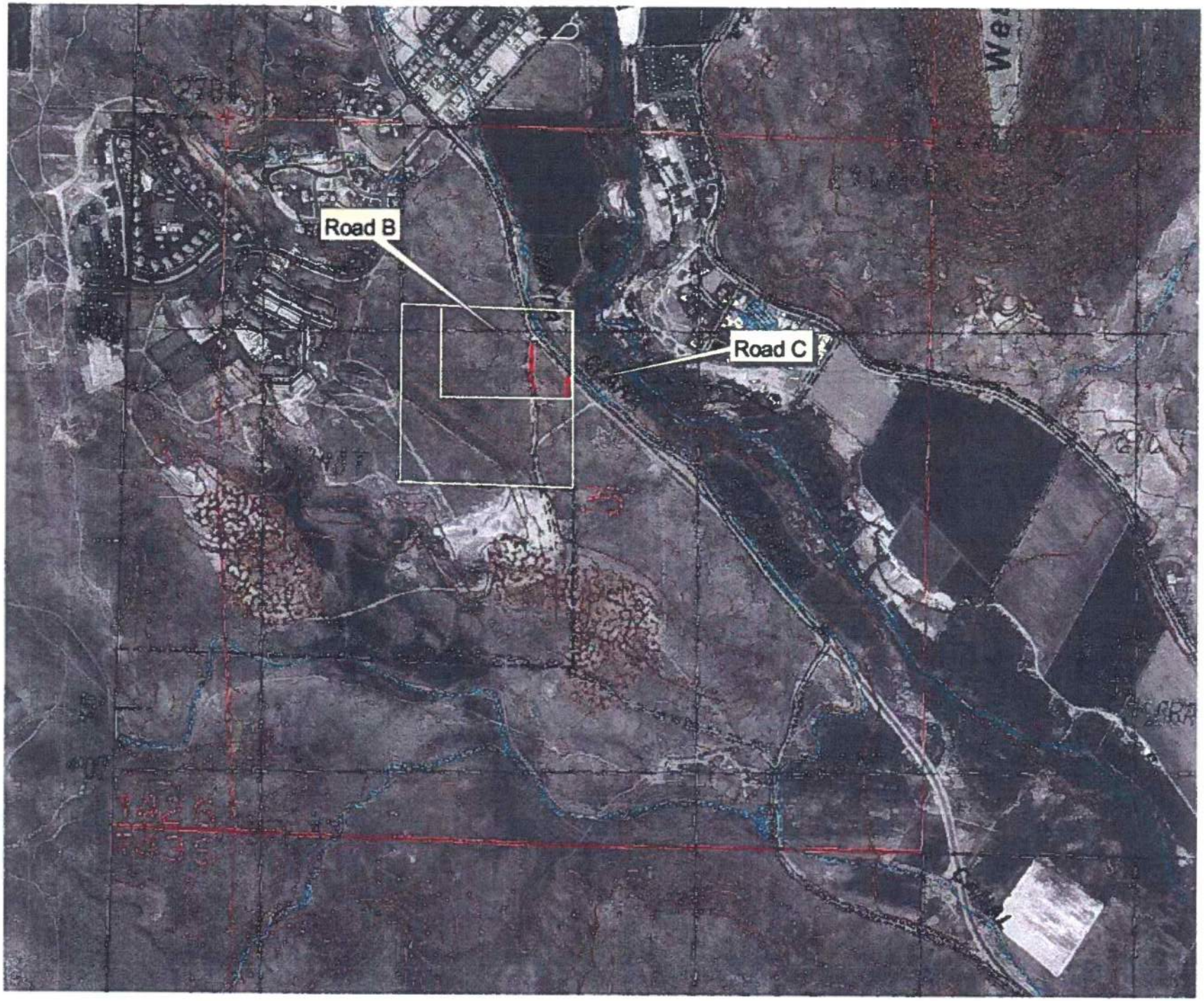
proposed project would not conflict with these. Any cultural or paleontological resource discovered during construction would be immediately reported to the authorized officer of BLM. All operations in the immediate area of such discovery would be suspended until written authorization to proceed is issued by the authorized officer. The project would have minor or temporary impacts on soils, visual resources, air quality and noise during construction. Other resource values would not be affected.

Hazardous Materials:

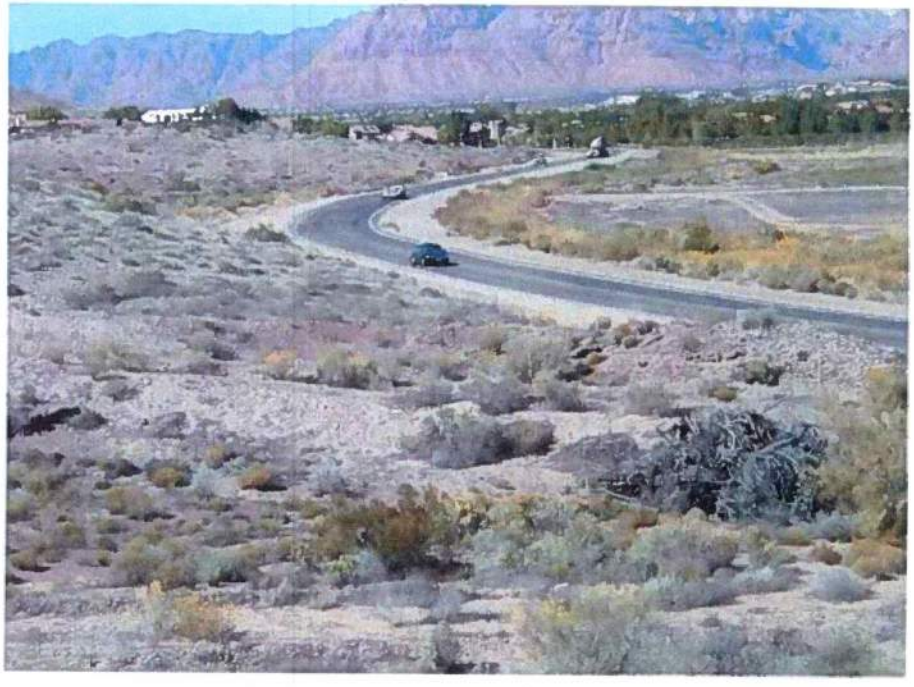
No hazardous materials would be used, produced, transported or stored on or within the rights-of-way or used in the construction, operation, maintenance or termination of the rights-of-way.

Termination:

If the project is terminated or abandoned a joint inspection would be held with the authorized officer of BLM prior to termination. This would be held to agree upon an acceptable rehabilitation plan for the area.


Road B
Road C

Road B
Existing Road



Road C (coming off of Dixie Drive to private property)

Exhibit E
Recorded Land Patent

DOC # 20170025255
Patent Page 1 of 2
Russell Shirts Washington County Recorder
06/19/2017 03:53:03 PM Fee $ 12.00
By DIXIE TITLE CO

Serial No. UTU-87603

The United States of America

To all whom these presents shall come, Greetings:

WHEREAS,

Cross L Holdings, LLC, a Utah Limited Liability Company

is entitled to a land patent pursuant to Sections 203 and 209 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1713 and 1719, for the following described land:

Salt Lake Meridian, Utah

T. 42 S., R. 16 W.,
sec. 35, lot 2, E1/2NW1/4SE1/4NW1/4.

The area described contains 12.56 acres.

NOW KNOW YE, that there is, therefore, granted by the **UNITED STATES** unto **Cross L Holdings, LLC, a Utah Limited Liability Company** the land described above; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto **Cross L Holdings, LLC, a Utah Limited Liability Company** and to its successors and assigns, forever.

EXCEPTING AND RESERVING TO THE UNITED STATES: A right-of-way thereon for ditches or canals constructed by the authority of the United States (Act of August 30, 1890, 43 U.S.C. 945).

SUBJECT TO:

1. Those rights for a road, granted to Rogers Construction Company, their successors or assigns, by Right-of-Way No. UTU-77901, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

2. Those rights for a road, granted to the City of St. George, its successors or assigns, by Right-of-Way No. UTU-84815, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

3. Those rights for a road, granted to the City of St. George, its successors or assigns, by Right-of-Way No. UTU-67815, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

4. Those rights for a gas pipeline, granted to Questar Gas Company, its successors or assigns, by Right-of-Way No. UTU-62308, pursuant to the Act of February 25, 1920, as amended, (30 U.S.C. 185).

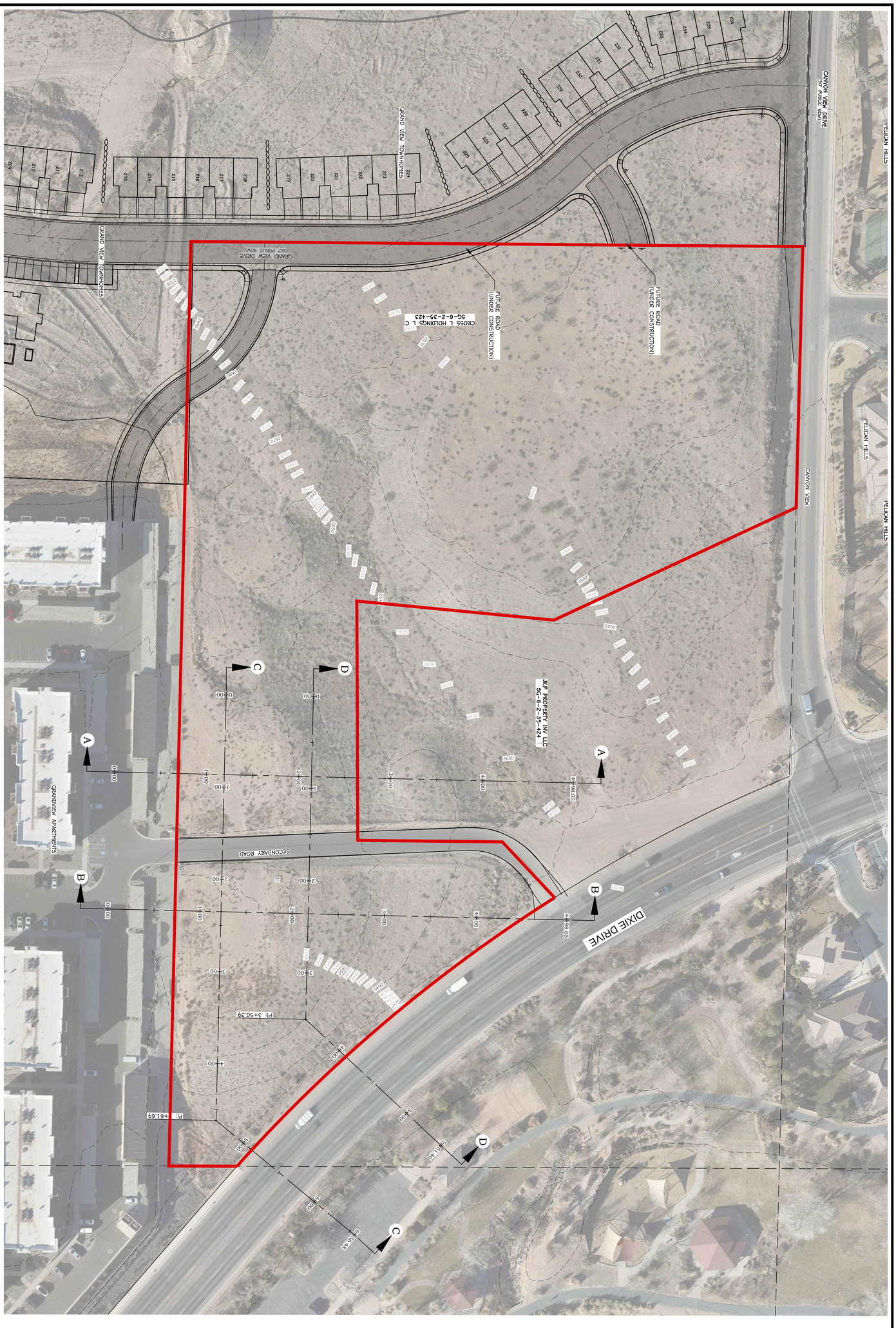
IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in SALT LAKE CITY, UTAH, the SIXTEENTH day of JUNE in the year of our Lord TWO THOUSAND and SEVENTEEN and the Independence of the United States the Two Hundred and Forty-First.

By Edwin L. Roberson

Edwin L. Roberson
State Director
Bureau of Land Management

Exhibit F
Contours and Cross Sections



LEGEND:

- BOUNDARY LINE
- ADJOINING LOT LINE
- SECTION LINE
- QUARTER SECTION LINE
- EXISTING MAJOR CONTOUR LINE
- EXISTING MINOR CONTOUR LINE

DIXE DRIVE PROPERTY EXHIBIT

FOR

LNG PROPERTIES LLC

ST. GEORGE CITY, WASHINGTON COUNTY, UTAH

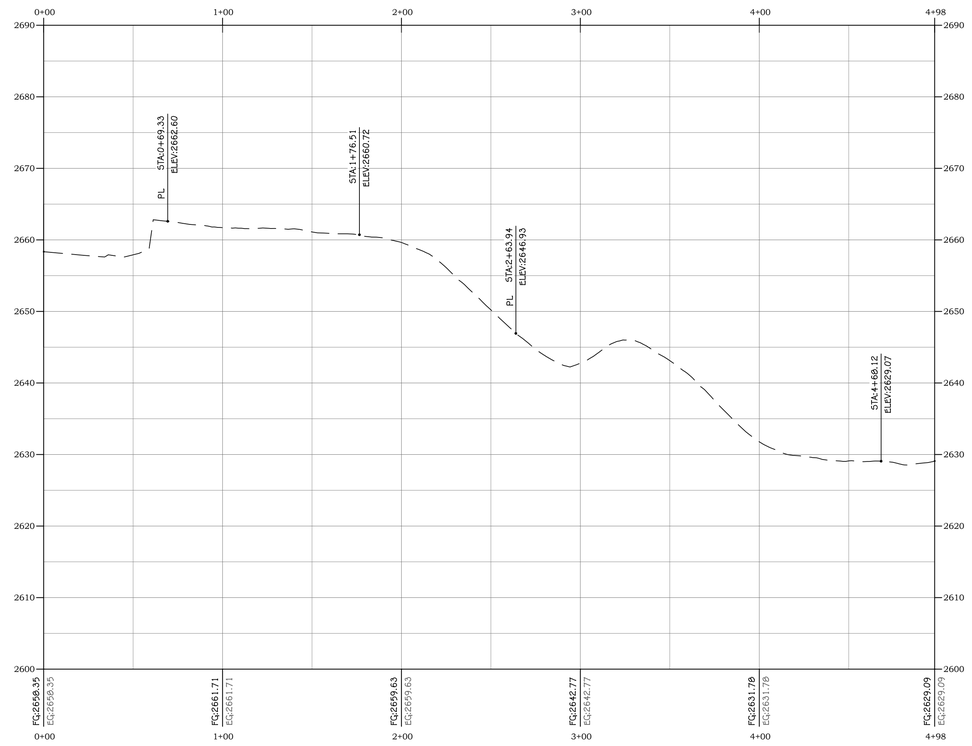
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

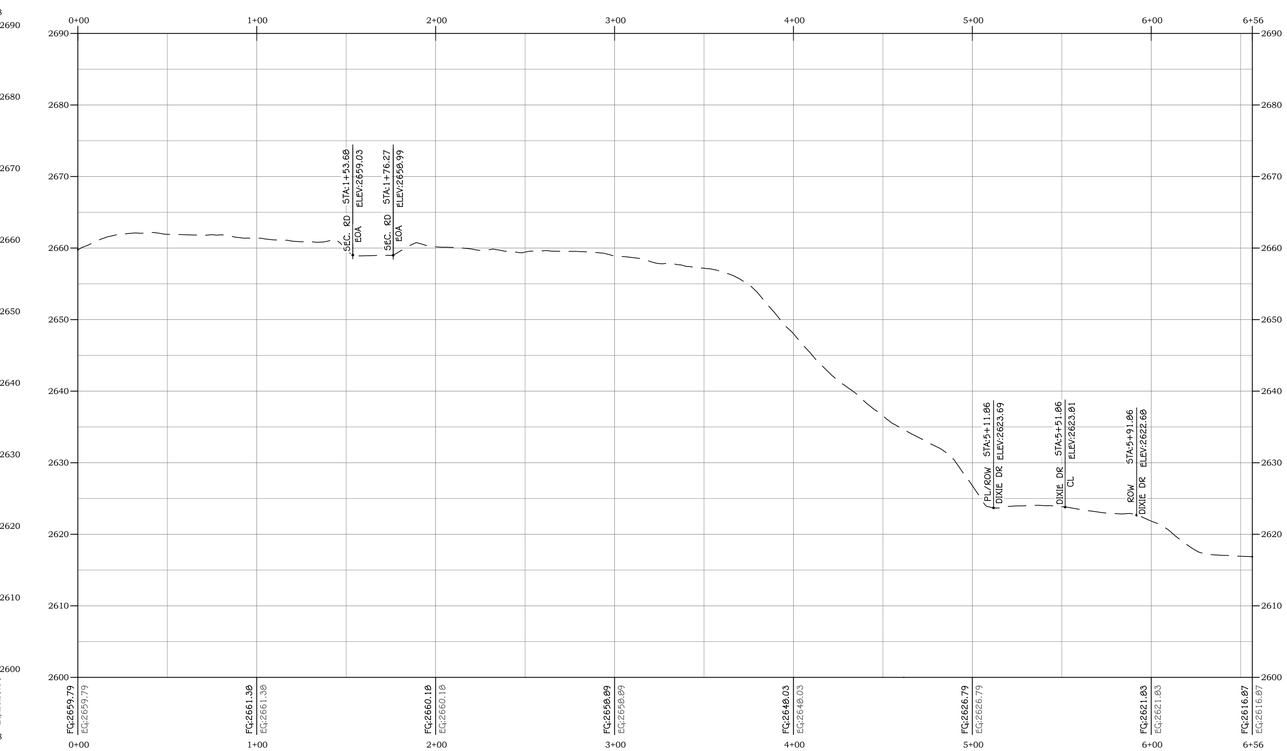
REV.	DATE	NOTES[1]

DATE: 11/18/2025
JOB #: 25-051
FILE: GEN PLAN.DWG
SHEET 1 OF 2 SHEETS

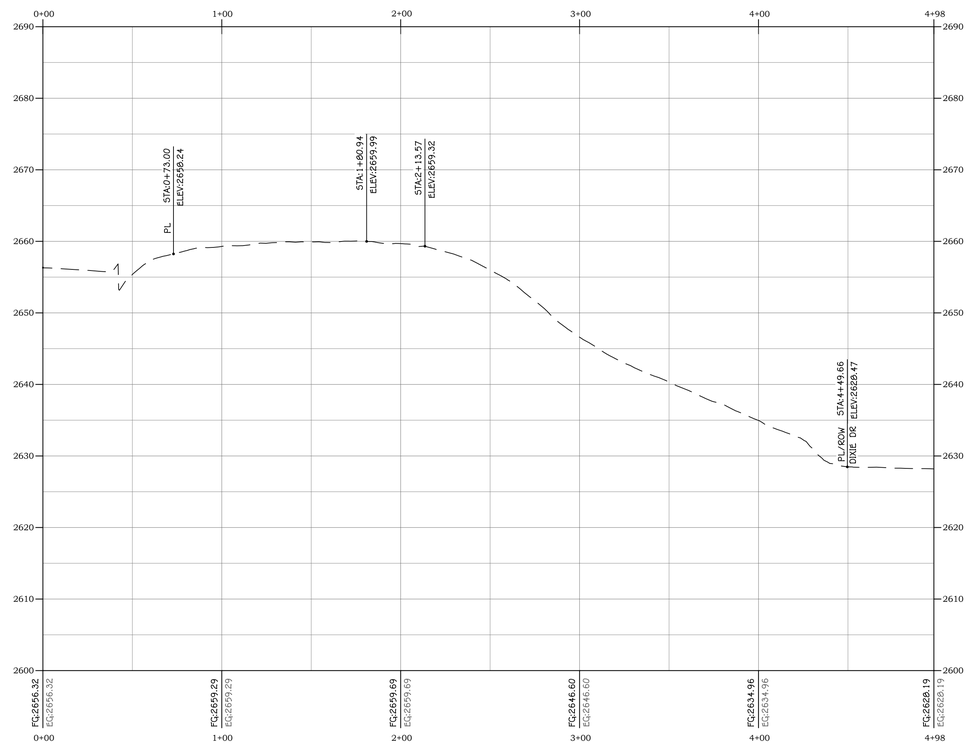
C:\Dropbox\American\JO Projects\JO25\25-051 Lomond Dixie Drive Property\JO Drawings\Sheet Files\Concept Exhibits\JO25-051 Gen Plan Updates for CC.dwg



PROFILE VIEW: A-A



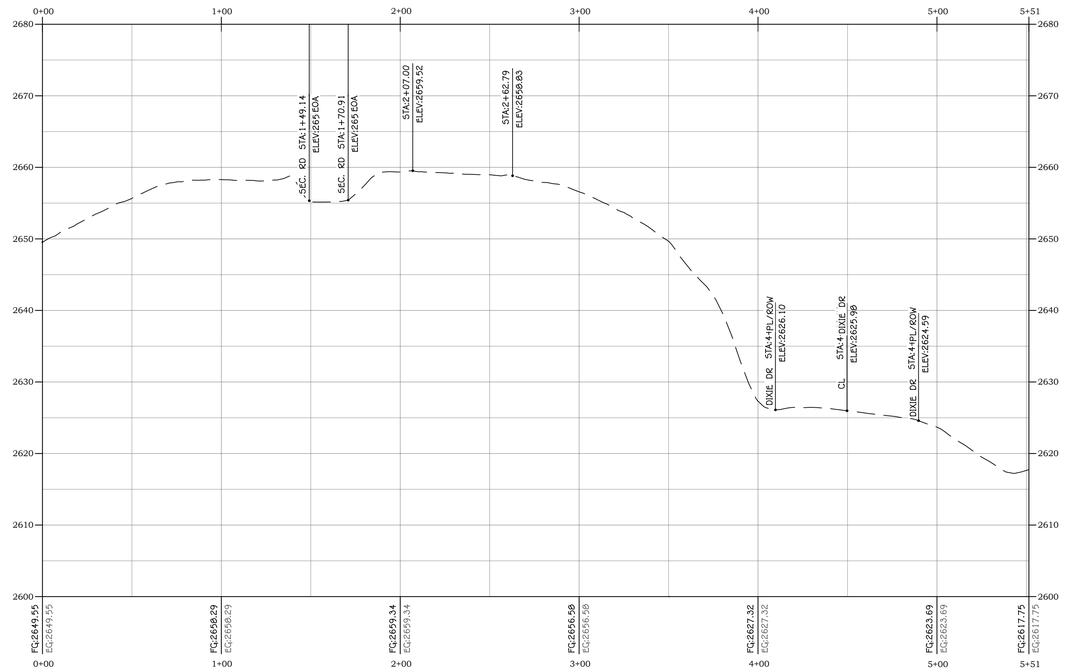
PROFILE VIEW: C-C



PROFILE VIEW: B-B

0 40' 80'

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE 1" = 10'



PROFILE VIEW: D-D

REV.	DATE	NOTES:

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

CROSS SECTIONS

FOR

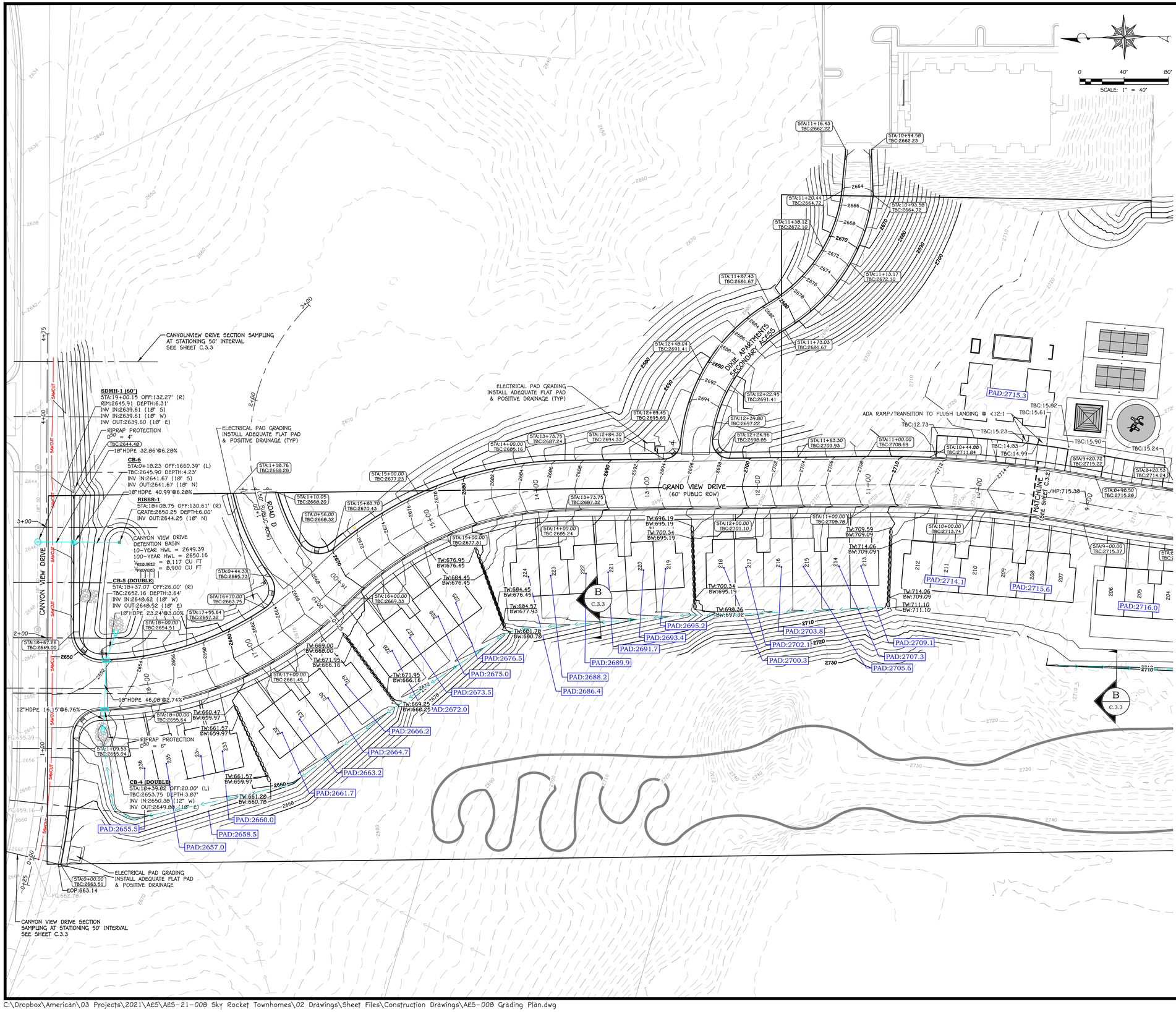
LNG PROPERTIES LLC

ST. GEORGE CITY, WASHINGTON COUNTY, UTAH
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M

DATE: 11/18/2025
JOB #: 25-051
FILE: GEN PLAN.DWG

SHEET 2 / 2 SHEETS

C:\Dropbox\American\03 Projects\2025\25-051 Lonne Dixie Drive Property\03 Drawings\Sheet Files\Concept Exhibits\2026.02.23 Gen Plan Updates for CC.dwg



GRADING PLAN NOTES:

1. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL RECOMMENDATIONS.
2. ALL EXCAVATION, GRADING, AND FILL OPERATIONS WITHIN THE BUILDING AREA SHALL BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUBSOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH PLACEMENT AND COMPACTION REQUIREMENTS.
3. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
4. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
5. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
6. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
7. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
8. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPERTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.
9. THESE PLANS DO NOT IDENTIFY THE CONSTRUCTION METHODS, EQUIPMENT, PROCEDURES, AND/OR SEQUENCING TO BE EMPLOYED BY THE CONTRACTOR. ALL GRADING OPERATIONS INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SCARIFICATION, EXCAVATION, OVER-EXCAVATION, PLACEMENT OF FILLS, COMPACTION OF FILLS, ETC. SHALL BE PERFORMED BY THE CONTRACTOR IN CONFORMANCE WITH THE GEOTECHNICAL REPORT ALONG WITH ONSITE FIELD OBSERVATIONS AS REQUIRED BY THE GEOTECHNICAL ENGINEER.
10. ALL STORM DRAIN PIPE LENGTHS ARE GIVEN FROM AND TO THE CENTER OF EACH STRUCTURE. CONTRACTOR SHALL VERIFY THE ACTUAL LENGTHS REQUIRED PRIOR TO ORDERING PIPE MATERIALS.

EARTHWORK QUANTITIES:

EARTHWORK QUANTITIES PROVIDED BELOW ARE APPROXIMATED BASED ON COMPARISON OF EXISTING GROUND AND FINISH GROUND SURFACE DATA USING A (SHRINK/SWELL) FACTOR OF X.XX. QUANTITIES SHOWN DO NOT ACCOUNT FOR ADDITIONAL CUT/FILL GENERATED BY BACKOUT VOLUMES FROM PAVEMENT SECTIONS, SIDEWALKS, FOOTINGS/FOUNDATIONS, CURB AND GUTTER, ETC. CONTRACTOR RESPONSIBLE TO INDEPENDENTLY VERIFY ALL EARTHWORK QUANTITIES REQUIRED TO COMPLETE CONSTRUCTION.

70,491 CU. YDS. CUT
37,150 CU. YDS. FILL
33,341 CU. YDS. (NET CUT)

GRADING & DRAINAGE LEGEND:

EXISTING PROPOSED DESCRIPTION

- CURB INLET DOUBLE CATCH BASIN STD DWG 205
- CURB INLET SINGLE CATCH BASIN STD DWG 206
- FLARED END SECTION
- ROCK RETAINING WALL (SEE SHEET C.6.1)
- 2010 FINISH GRADE MAJOR CONTOUR
- 2002 FINISH GRADE MINOR CONTOUR
- 2010 EXISTING GRADE MAJOR CONTOUR
- 2002 EXISTING GRADE MINOR CONTOUR
- 50 PROPOSED STORM DRAIN LINE
- 50 EXISTING STORM DRAIN LINE
- PROPOSED DRAINAGE SWALE/DITCH (SEE SECTION)
- STA:XX+XX.XX TBC:XXXX.XX TBC STATION & ELEVATION
- TW:2705.00 BW:2695.00 TOP & BOTTOM OF WALL ELEVATION

REV.	DATE:	REVISION

PROFESSIONAL ENGINEER
No. 8217391
AUSTIN REES CHAPPELL
STATE OF UTAH

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #500 ★ ST. GEORGE, UT 84770

DATE:	05/14/2024
JOB #:	AES-21-008
DRAWN BY:	SSA
CHECKED BY:	ARC

GRANDVIEW TOWN HOMES

ST. GEORGE, UTAH
SECTION 35, TOWNSHIP 42 S, RANGE 16 W SLB&M

GRADING PLAN I

CONSTRUCTION DRAWINGS

C.3.1

SHEET: 5 of 22

Site Construction Permit Plans (03/06/2025)

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 March 5, 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 5th day of March 2026.

ST. GEORGE CITY:

_____
Jimmy B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

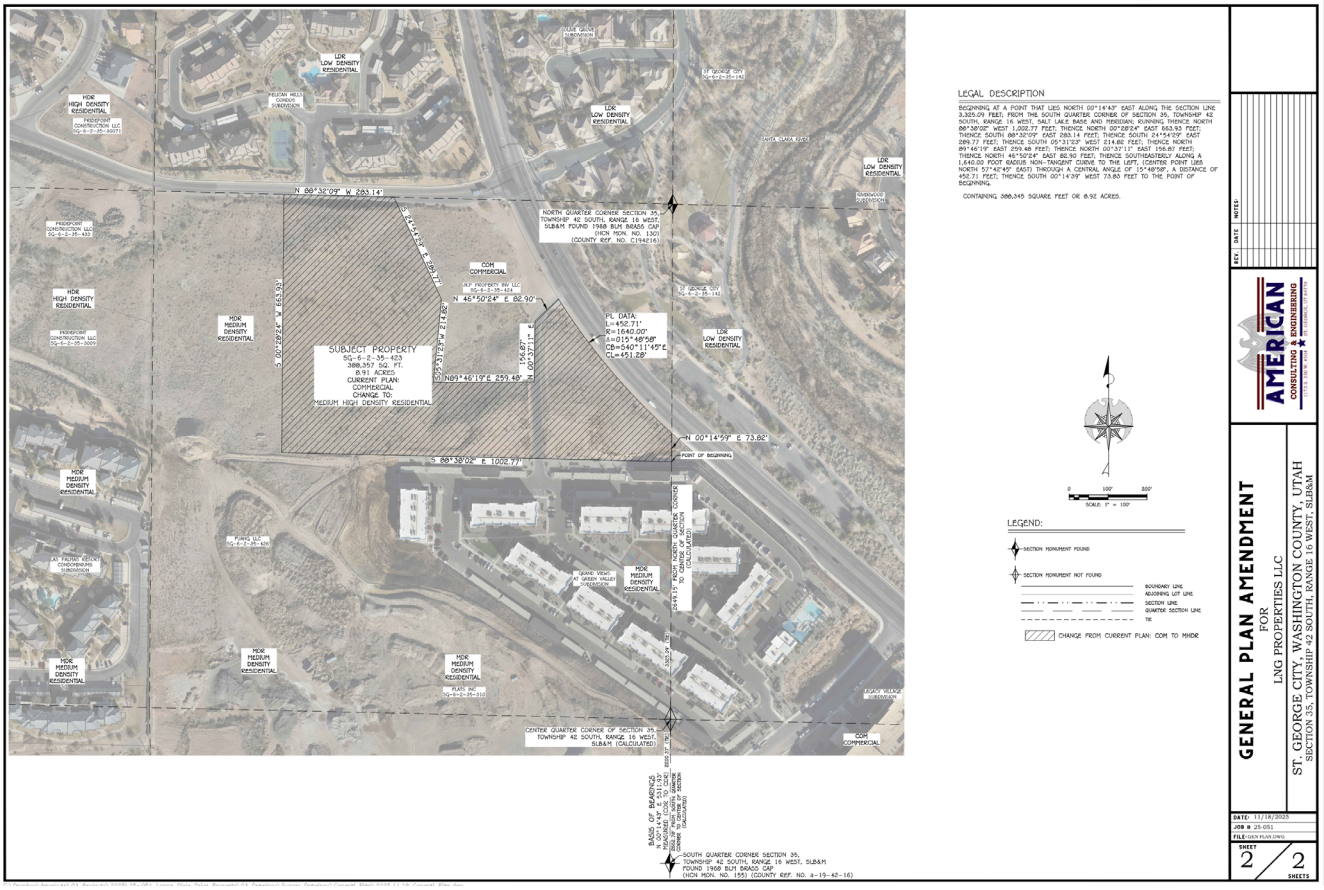
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A”
Location of General Plan Amendment
for Dixie Drive



LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 00°14'43" EAST ALONG THE SECTION LINE 3,325.09 FEET; FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 88°38'09" WEST 1,002.77 FEET; THENCE NORTH 00°28'24" EAST 563.93 FEET; THENCE SOUTH 88°32'09" EAST 283.14 FEET; THENCE SOUTH 24°54'29" EAST 289.77 FEET; THENCE SOUTH 05°31'23" WEST 214.86 FEET; THENCE NORTH 89°46'19" EAST 259.48 FEET; THENCE NORTH 05°37'11" EAST 156.87 FEET; THENCE NORTH 46°50'24" EAST 82.90 FEET; THENCE SOUTHEASTERLY ALONG A 1,640.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CENTER POINT LIES NORTH 57°42'40" EAST) THROUGH A CENTRAL ANGLE OF 15°48'58", A DISTANCE OF 452.71 FEET; THENCE SOUTH 00°14'59" WEST 73.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 388,345 SQUARE FEET OR 8.92 ACRES.

REV	DATE	NOTES

AMERICAN CONSULTING & ENGINEERING

GENERAL PLAN AMENDMENT
FOR
LNG PROPERTIES LLC
ST. GEORGE CITY, WASHINGTON COUNTY, UTAH
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SLB&M

DATE: 11/16/2023
JOB # 25-051
FILE: GEN PLAN.DWG
SHEET 2 / 2 SHEETS

Agenda Date: 03/05/2026 **Agenda Item Number:** 10

Subject:

Consideration of Resolution No. 2026-005R approving an Amended and Restated Power Pooling Agreement with Utah Associated Municipal Power Systems (UAMPS) for the Pool Project (Effective May 1, 2026).

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 E Red Hills Parkway

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

St. George is currently a participant in UAMPS Pool Project under a prior pooling agreement, and UAMPS has now asked participating members to adopt an updated (amended and restated) agreement that modernizes the operational, governance, and financial terms to support mandatory participation in organized wholesale power markets and PacifiCorps entry into the Extended Day-Ahead Market (EDAM) planned for May 2026.

Staff Narrative (need/purpose):

St. George Electric is a member of UAMPS under the Joint Action framework, and UAMPS administers the Pool Project, through which UAMPS procures, schedules, dispatches, and settles electric power and energy (including organized market participation) for the collective benefit of participating municipal utilities. The existing pooling agreement structure was developed for a more bilateral wholesale market environment and does not fully address the governance, planning, settlement, and risk-management needs that come with centralized market participation. UAMPS amended and restated agreement updates and replaces the prior pooling agreement in its entirety and is designed to provide a clearer, modern operating framework for market participation, cost/revenue allocation, oversight, payment obligations, and related matters.This action is time-sensitive because the amended agreement is intended to align UAMPS and participating members with EDAM implementation timelines and market rules, with an effective date of May 1, 2026, and UAMPS is requesting governing board approvals in advance of that date. The amended agreement establishes more formal planning and accountability tools (including participant load/resource forecasting and an Annual Purchase Plan), clarifies participant obligations for meeting forecasted deficiencies and resource sufficiency requirements through UAMPS (subject to the agreements structure for Limited Participants and pooling appendices), and creates a Project Management Committee model (one voting representative per participant) with board-level ratification and additional transparency measures such as an annual internal audit of market operations and settlements. As part of the council action, the proposed authorizing resolution would approve the agreement, authorize the Mayor and City Recorder to execute it, confirm the Citys participant representative and alternate, and provide related authority to complete certificates and legal opinion deliverables associated with the transaction documentation.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Approval

Attachments

AMENDED AND RESTATED POWER POOLING AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
CITY OF ST. GEORGE

This Amended and Restated Power Pooling Agreement made and entered into as of May 1, 2026 ("*Agreement*"), is by and between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (*"UAMPS"*) and the City of St. George (the *"Participant"*).

RECITALS

WHEREAS, UAMPS is a political subdivision of the state of Utah organized under the Interlocal Cooperation Act (the "Act") and the Joint Action Agreement to provide joint and cooperative action, including securing present and future power supply resources for its members;

WHEREAS, UAMPS has the power under the Act and Joint Action Agreement to (i) enter into contracts to obtain a supply of electric power and electric energy and ancillary services and transmission services, (ii) enter into contracts for the sale of wholesale energy services with its Members and others and (iii) adopt and implement risk management policies and enter into related agreements, including but not limited to forward purchase and sale contracts, hedging, tolling and swap agreements, and other instruments;

WHEREAS, balancing areas in the western electric markets, including the PacifiCorp East balancing area where most Members are located, are moving toward mandatory participation in organized markets;

WHEREAS, the Participant has entered into, or contemplates entering into power sales contracts with UAMPS and other instruments for the purchase or sale of electric power and electric energy; and

WHEREAS, subject to the terms and conditions of this Agreement, each Participant desires to appoint UAMPS as such Participant's agent for (i) scheduling and dispatching electric power; (ii) purchasing power, energy, and related products to meet load and reserve requirements; (iii) selling Participant's power and energy inside or outside organized markets; (iv) managing transmission rights and services; (v) handling payments/receipts and distributing market revenues; (vi) conducting transmission studies; and (vii) optimizing Participant's resources and transmission.

NOW THEREFORE, the Participant and UAMPS hereby agree, as follows:

Section 1. Definitions and Rules of Construction.

(a) As used in this Agreement and in the Recitals set out above:

"Act" means the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.

"Agreement" means this Amended and Restated Power Pooling Agreement as dated above between UAMPS and the Participant and any duly authorized amendments.

"Amended and Restated Power Pooling Agreement" means, collectively, this Agreement and the other Amended and Restated Power Pooling Agreements between UAMPS and the other Participants.

"Annual Purchase Plan" means the plan approved by the Project Management Committee setting forth the projected timing and pricing for market purchases over the fiscal year it is in effect. A form of the Annual Purchase Plan is attached to this Agreement as Exhibit 1, which shall be completed for each fiscal year upon the approval of, and may be modified from time to time by, the Project Management Committee.

"Authorized Officer of UAMPS" means the Chairman of the Board of Directors, the Vice Chairman of the Board, the Chairman of the Project Management Committee, the Secretary, the Treasurer and the Chief Executive Officer of UAMPS and any other officer or employee authorized or having delegated authority to perform specific acts or duties under the Amended and Restated Power Pooling Agreement by resolution duly adopted by the Board.

"Billing Period" means such period of time as shall be established from time to time by UAMPS for the preparation, calculation and billing of the amounts payable by the Participant hereunder and includes (i) all charges, credits, settlements, and other amounts attributable in that period of time, and (ii) any resettlements, recalculations, adjustments, or true-ups issued by any applicable organized market and received by UAMPS during that same calendar month, regardless of the market period to which such resettlements or adjustments relate.

"Board" means the Board of Directors of UAMPS or such other governing body of UAMPS as may be established from time to time pursuant to the Joint Action Agreement and the Act.

"Commercially Reasonable" or *"Commercially Reasonable Efforts"* means, with respect to any action required to be made, attempted or taken by a party under this Agreement, such efforts as a reasonably prudent business would undertake, consistent with good industry practice and the past practices of such party, for the protection of its own interest under the conditions affecting such action, including the amount of notice of the need to take such action, the duration and type of the action, the competitive environment in which such action occurs, and the contractual and legal obligations of, and the risk to, such party in connection with such action; *provided, however,* an obligation to act in a "Commercially Reasonable" manner or to exercise "Commercially Reasonable Efforts" does not include taking actions that would, individually or in the aggregate,

cause the party subject to such obligation to incur costs, or suffer any other detriment, that is out of reasonable proportion to the benefits to the other party under this Agreement.

"Cost Causation" means the principle that market charges and revenues should be allocated to the Participants whose actions directly cause such costs to be incurred or revenues to be received, including but not limited to charges and revenues relating to Resource Sufficiency Obligations and congestion charges and revenue.

"Credit Agreement" means (i) lines of credit and other credit arrangements to provide working capital, liquidity and/or reserves in connection with the operation and administration of the Project and (ii) any portion of the borrowing capacity under a line of credit or other credit arrangement that is dedicated, set aside or used to provide working capital, liquidity and/or reserves for the Project.

"Effective Date" means such date as shall be approved by the Project Management Committee as set forth in Section 2 of this Agreement.

"Electric System" means the Participant's electric utility system as established, maintained and operated pursuant to applicable State and local law. With respect to any Participant that does not own and operate an electric utility system that serves retail customers, the term "Electric System" shall be deemed to refer to the applicable utility system.

"Entitlement Share" means the percentage determined by dividing (i) the sum of the Participant's purchases through the Project for the previous fiscal year (ii) the sum of the total Project purchases during the previous fiscal year. For the avoidance of doubt, each Participant's Entitlement Share under this Agreement shall be its Percentage Entitlement Share for purposes of the Joint Action Agreement.

"Forecasted Deficiency" means the forecasted electricity need for each Participant for the following fiscal year taking into account Load and Resource Forecasts as determined in advance of Project Management Committee approval of the Annual Purchase Plan.

"Joint Action Agreement" means the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended and supplemented from time to time.

"Limited Participant" means a Participant that does not use UAMPS to schedule its full load and whose obligations with respect to purchases and sales are governed by a Pooling Appendix.

"Load Ratio Share" means for the applicable Billing Period, the ratio of (i) the total quantity of electric power and electric energy purchased by a Participant through the Project during such Billing Period excluding resources that are not participating in an organized market to (ii) the total quantity of electric power and electric energy purchased by all Participants through the Project during such Billing Period, taking into account any resources excluded from participation in an applicable organized market.

"Load and Resource Forecast" means the forward-looking estimate prepared by UAMPS, in consultation with Participant, of such Participant's projected electric load and available electric supply resources for a specified planning period, including owned resources, contracted resources, Outside Resources, and applicable regulatory or market obligations. A form of Load and Resource Forecast is attached to this Agreement as Exhibit 2, which shall be approved and may be modified from time to time by the Project Management Committee.

"Members" means, collectively, each entity which has executed the Joint Action Agreement or a supplement thereto.

"Outside Resource" means any Participant resource that is not a UAMPS project, a purchase through a UAMPS project or a market purchase through UAMPS.

"Participant" means the party defined as the Participant in the preamble of this Agreement and its permitted successors and assigns hereunder.

"Participants" means the parties, including the Participant, other than UAMPS, to the Amended and Restated Power Pooling Agreement.

"Participant's Representative" means (i) the officer, employee or other agent of the Participant designated from time to time by the Participant as the Representative of the Participant for purposes of the Joint Action Agreement, to whom all notices and other communications to be given by UAMPS to the Participant hereunder shall be sent or (ii) in the event that the individual appointed as the Participant's Representative is unavailable to act on behalf of the Participant, the individual duly appointed or designated by the Participant as its alternate Representative pursuant to the Joint Action Agreement.

"Prior Agreement" means, collectively, the Power Pooling Agreements of various dates between UAMPS and the Members.

"Project" means the UAMPS project created by this Agreement to procure, schedule, dispatch, and sell electric power and energy, including the bidding of such resources into organized markets for the collective benefit of the Participants.

"Project Management Committee" means the committee of the Participants established pursuant to Section 5 which shall make certain decisions and recommendations with respect to the management and acquisition of electric power, electric energy and transmission service as provided herein.

"Pooling Appendix" means an appendix to this agreement that sets forth specific terms relating to the purchase and sale of Participant resources.

"Required Approvals" means all governmental, regulatory and lender approvals, consents and authorizations required or necessary for (i) the execution, delivery and performance of this Agreement (or any amendment hereto) by the Participant and (ii) this Agreement (or any amendment hereto) to be the legal, valid and binding obligation of the Participant.

"Resource Sufficiency Obligation" means a requirement from an organized market that is imposed on UAMPS to demonstrate sufficient supply, flexibility, and reserves to meet its own forecasted demand and uncertainty in advance or during real-time operations.

"UAMPS" means Utah Associated Municipal Power Systems, a political subdivision organized and existing under the laws of the State of Utah, the Act and the Joint Action Agreement, and its successors. All references to UAMPS in this Agreement shall include Authorized Officers of UAMPS and their delegees acting pursuant to specific authorization by the Board.

"Uncontrollable Force" means any cause beyond the control of the party affected, including failure of facilities, flood, earthquake, storm, lightning, fire, explosion, epidemic, pestilence, war, riot, an act of domestic or international terrorism, civil disturbance, labor disturbances, sabotage, or an act of civil or military authorities, including court orders, injunctions, or orders of governmental agencies with proper jurisdiction, which by due diligence and foresight such party could not reasonably have been expected to avoid.

(b) References to Articles, Sections, Schedules and Exhibits are to the Articles and Sections of and Schedules and Exhibits to this Agreement, unless otherwise provided. Article and Section headings are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Any of the defined terms may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use of the word "include" or its derivations shall not be construed as language of limitation.

Section 2. Effective Date; Term; and Termination.

(a) The Effective Date of the Amended and Restated Power Pooling Agreement shall be May 1, 2026. As of the Effective Date, the Amended and Restated Power Pooling Agreement shall replace the Prior Agreement in its entirety, except that the Prior Agreement shall remain in effect with respect to any Participants that have not obtained all Required Approvals until such Approvals have been received. Appendices to the Power Pooling Agreement shall become appendices to the Amended and Restated Power Pooling Agreement unless substituted and signed by the affected Participant. A Member of UAMPS becomes a Participant by executing this Agreement as a separate contract from other agreements between UAMPS and the Participant.

(b) The Agreement shall remain in effect from the Effective Date until terminated by written notice by either party served at least five years prior to the stated termination date, unless a shorter notice period is approved by the Project Management Committee, or the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, whichever is later. However, such termination shall not (i) relieve such Participant or UAMPS of any obligation incurred under or pursuant to this Agreement before such termination or (ii) result in the loss or availability of any right or benefit of such Participant or UAMPS which exists under any agreement or arrangement made hereunder between the Participant and UAMPS before such termination which extends beyond the noticed date of termination.

(c) No Agreement between UAMPS and a Participant may be entered into or amended so as to provide terms and conditions that are substantially and materially different from those herein contained except upon approval of the Project Management Committee, and upon similar amendment being made to the Agreement of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

Section 3. Pool Administration

(a) Participants hereby establish the Project Management Committee, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative or in the absence of the Participant's Representative its Alternate Representative) and shall be chaired by a Participant Representative elected by the Project Management Committee. The Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee. Each Representative appointed by the Participant shall serve on the Project Management Committee until the Participant appoints a successor. An Authorized Officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings.

(b) The Joint Action Agreement and the bylaws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that*:

(i) The Participant's Representative of any Participant that is in default hereunder (A) shall not be entitled to vote on any matter during the period of such default, and the consent or approval of such Participant or such Participant's Representative shall not be required during the existence of such default and (B) shall be disregarded for purposes of determining whether a quorum of the Project Management Committee is present at any meeting;

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, except in those instances when the Project Management Committee is acting pursuant to delegated authority from the Board, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the bylaws of UAMPS.

(iii) The Participants acknowledge that the Joint Action Agreement provides, among other things, that decisions of the Board with respect to the Project shall be made only upon the recommendation of the Project Management Committee and that weighted votes may be called for on any recommendation or decision to be made by the Project Management Committee or the Board, respectively, all as more fully provided in the Joint Action Agreement.

(c) The Project Management Committee may from time to time direct UAMPS to commission, obtain and provide such power supply and transmission studies as it deems reasonably necessary or desirable with respect to the Project.

(d) With the approval of the Project Management Committee, UAMPS may enter into Credit Agreements for the Project. UAMPS may require reasonable credit support or adequate assurance of payment from Participants consistent with market or lender requirements.

Section 4. Electric Power and Electric Energy Sales, Purchases and Allocation of Charges and Revenues

(a) UAMPS shall prepare an individual Load and Resource Forecast with each Participant to determine its Forecasted Deficiency. UAMPS and each Participant shall work in good faith to mutually agree upon the Participant's Load and Resource Forecast. Each Participant shall provide UAMPS with such load data, resource information, and other inputs as UAMPS may reasonably request in order to prepare and update such forecasts, including periodic updates as conditions change.

(b) Based on the Forecasted Deficiencies determined pursuant to Section 4(a), UAMPS shall develop, and the Project Management Committee shall approve, an Annual Purchase Plan to meet the aggregate Forecasted Deficiency of the Participants. The individual Participant Forecasted Deficiencies will be aggregated to determine the total UAMPS purchasing need, which will be included in the Annual Purchase Plan.

(c) UAMPS is hereby authorized to make purchases without additional authorization from the Participant

(i) to meet Resource Sufficiency Obligation according to policies adopted by the Project Management Committee. Purchases to meet Resource Sufficiency Obligation shall be allocated to Participants during market settlements based on Participant's contribution to deficiency and

(ii) to meet Forecasted Deficiency, provided that (x) Participants may withdraw UAMPS' authorization to make purchases under this clause (ii) only upon such terms and conditions as shall be approved by the Project Management Committee and (y) UAMPS purchases will be based on the aggregate Forecasted Deficiency of all Participants who have not withdrawn their authorization. Purchases to meet Forecasted Deficiency shall be allocated to Participants at the time the purchase is made.

(d) Except for Limited Participants, each Participant shall be obligated to purchase through the Project all of its electric power and electric power requirements and associated Resource Sufficiency Obligations in excess of its purchased or owned resources. UAMPS may schedule or bid Participant contracted or consigned resources into an organized market and may purchase from the market to meet the load of Participants. Notwithstanding the foregoing, any Outside Resource shall not be scheduled, dispatched, or bid into any organized market by UAMPS unless and until such Resource is expressly declared available for such scheduling or bidding by the

Participant. In addition, UAMPS must relay and not deviate from the schedule provided by the Participant.

(e) Except for Limited Participants, each Participant must consign the output of all Outside Resources to UAMPS pursuant to a Pooling Appendix, a form of which is attached to this Agreement as Exhibit 3, which may be modified from time to time by the Project Management Committee. UAMPS shall act as scheduling agent for consigned Outside Resources. UAMPS shall not be obligated to pay for Outside Resources. Consignment of the output of Outside Resources shall not relieve the Participant of responsibility under any resource-related contracts. Absent approval by the Project Management Committee, a Participant may not consign more resources to UAMPS than is reasonably necessary to meet its forecasted load. With Project Management Committee Approval, UAMPS may impose a scheduling fee for consigned resources to participate in an organized market.

(f) A Limited Participant may recall Outside Resources previously consigned to UAMPS for its own needs upon reasonable notice to UAMPS, taking into account any market scheduling requirements, UAMPS' established schedule, commitments to other Participants, and the needs of the recalling Participant.

(g) UAMPS may offer excess Participant resources that are not Outside Resources for sale to other Participants or may bid such resources into an organized market without additional authorization from the Participant. UAMPS shall prioritize contracted resources for which it has made firm contractual commitments when making bilateral sales.

(h) UAMPS will allocate other charges and revenues incurred or received through participation in an organized market to Participants according to Cost Causation. Charges and revenues directly attributable to a specific Participant's actions, resources or deficiencies shall be allocated to that Participant. Charges and revenues not attributable to a specific Participant will be allocated among the Participants according to the Load Ratio Share, or such other reasonable method as determined by the Project Management Committee

(i) The Project Management Committee shall adopt policies and procedures to govern the allocation charges and revenues consistent with the foregoing principles.

(j) The Project Management Committee may, from time to time and in its discretion, establish one or more advisory committees to assist in the development, review, and recommendation of policies, procedures and related exhibits under this Agreement. Any such advisory committee shall consist of representatives designated by the chair of the Project Management Committee and approved by the Project Management Committee and shall include representatives representing different size and resource composition. The advisory committee shall work in coordination with UAMPS staff and may evaluate and make recommendations regarding, among other matters, forecasting methodologies, billing practices, scheduling procedures, data requirements, reporting formats, and proposed exhibits or amendments to exhibits addressing such matters. Advisory committees shall serve solely in an advisory capacity and shall have not authority to bind UAMPS or the Participants. Any policies, procedures, or exhibits developed by an advisory committee shall be recommended to the Project Management

Committee for consideration in accordance with this agreement. The Project Management Committee may define the scope and duration of any advisory committee and may dissolve such committee at any time.

(k) Nothing in this Agreement shall limit the Participant from contracting for, incurring debt to build or otherwise obtaining an ownership interest in resources for such Participant's own needs. Such additional resources, if any, shall not relieve the Participant of any prior obligations incurred by such Participant to UAMPS.

(l) Unless otherwise approved by UAMPS, the Participant shall use all of the power and energy it purchases under this Agreement to serve retail customers located in the established service area of its electric utility system and to meet its own requirements.

(m) UAMPS shall use Commercially Reasonable Efforts to provide each Participant with timely access to data necessary for operational decision-making to the extent such data is available. The Project Management Committee shall adopt policies specifying data formats, delivery methods, and reporting timelines.

Section 5. Participant Payment Obligations.

(a) Each Participant shall pay UAMPS for all electric power, electric energy, energy capacity, ancillary services, and other electricity-related products or services purchased, scheduled, or otherwise procured by UAMPS on behalf of such Participant to meet such Participant's Forecasted Deficiency or contribution to Resource Sufficiency Obligation deficiency as described in Section 4(c). Such payment obligation shall apply without regard to whether the Participant ultimately uses, resells, or requires such power or energy, and the Participant shall bear all market benefits and detriments associated with such purchases, including price differences, congestion losses, imbalance charge, and settlement adjustments.

(b) In addition to payments for power, energy, and transmission, each Participant shall pay its Entitlement Share of all administrative, general, overhead, and other costs and expenses of UAMPS related to the Project, including but not limited to professional services, software and systems, financing costs, credit support, market participation fees, and other expenses incurred by UAMPS that are not otherwise recovered through market settlements or specific Participant charges relating to market participation. To the extent that revenues received by UAMPS from market settlements, bilateral sales, or other sources are insufficient to fully recover the costs and expenses described in this Section 5, the unrecovered balance shall be billed to Participants in proportion to their respective Entitlement Shares, unless otherwise allocated pursuant to Cost Causation principles approved by the Project Management Committee.

(c) Participant acknowledges and agrees that it is necessary for UAMPS to recover all of the costs and expenses associated with the Project, including the repayment of amounts due under Credit Agreements, through billings to and payments by the Participants under this Agreement.

(d) Payments required to be paid by the Participant to UAMPS shall be due and payable to UAMPS at its principal office or by wire transfer to such account as UAMPS shall designate in

writing to the Participant, on the 10th day of the Month following the Month in which the billing statement was rendered (or if such day is not a business day, the next succeeding business day) or at such other time as may be established by UAMPS through its annual budgeting process. Upon approval of the Project Management Committee, UAMPS may modify the billing schedule, frequency, due date, or other payment terms. Any such modification shall be communicated in writing to Participants and shall thereafter be binding as if originally stated in this Agreement.

(e) If payment in full is not made by the Participant on or before the close of business on the due date, UAMPS shall impose a delayed payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Participant; provided, however, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed payment charge (or portion thereof) but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under any contract entered into pursuant to this Agreement.

(f) The obligation of the Participant to make the payments under this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make such payments shall constitute a cost of purchased electric power and electric energy. In all cases, the obligation of the Participant to make the payments required by this Section shall be payable as an operating expense and solely from the revenues and other legally available funds of its Electric System. In no event shall the Participant be obligated or required to levy or collect ad valorem property taxes or assessments to meet its payment obligations under this Agreement. Such payments shall be made whether or not any market structure, program, or arrangement is modified, suspended, or terminated, and notwithstanding any interruption, curtailment, or limitation of market access, transmission availability, or other services, for any reason whatsoever, in whole or in part. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument

(g) In the event of any dispute as to any portion of the billing statement for such Billing Period, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was submitted. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless such notice is given by the Participant. UAMPS shall give consideration to and shall consult with the Project Management Committee with respect to such dispute and shall advise the Participant with regard to its position relative thereto within sixty (60) days following receipt of such written notice. Upon final determination (whether by agreement or determination by the Project Management Committee) of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

Section 6. Rate Covenant. Each Participant covenants and agrees to establish, maintain, and collect rates, fees, and charges for electric service furnished through its Electric System that are sufficient together with other legally available funds of its Electric System to (1) pay all amounts payable by the Participant to UAMPS under this Agreement, including costs associated with power, energy, capacity, transmission, ancillary services, market settlements, administrative fees, and all other charges allocated pursuant to this Agreement; (2) pay all operation and maintenance expenses of the Participant's Electric System; (3) provide for the payment of principal and interest on any bonds or other indebtedness payable from the revenues of the Participant's Electric System, as and when the same become due and payable; and (4) establish reasonable reserves and margins, consistent with prudent utility practice, to ensure continued financial stability of the Participant's Electric System and compliance with any financial covenants imposed by bond resolutions, ordinances, or other financing agreements. Each Participant shall enforce the collection of such rates, fees, and charges and shall not furnish free electric service to any person, firm, or corporation, except as permitted under applicable law.

Section 7. Audit Rights.

(a) UAMPS shall conduct, or cause to be conducted, an annual review of market operations and settlement activity associated with the Project, settlements received from organized markets and related charge and revenue allocations to Participants. Such review shall be performed for the purpose of verifying the accuracy and consistency of settlement processing and allocation methodologies and evaluating operational decision making in the market for the purposes of improving future market operations. UAMPS shall report the results of such review to the Project Management Committee, including a summary of findings, any identified material discrepancies, and any corrective actions taken or proposed. The Project Management Committee may provide direction regarding follow-up actions or process improvements based on such report. Nothing in this Section shall be construed to expand or limit any audit rights of a Participant under this Agreement, nor to require UAMPS to engage an independent auditor unless otherwise directed by the Project Management Committee.

(b) At its cost, the Participant may, upon the giving of not less than 60 days' prior written notice to UAMPS, but not more often than once during any two-year period, inspect and audit the books and records of UAMPS for the purpose of verifying the amounts payable by the Participant under this Agreement within the three-year period preceding the commencement of the audit. UAMPS agrees to make available to the Participant, to the extent Commercially Reasonable, all relevant records and all requested information relating to the subject matter of any such audit, subject in all cases to any confidentiality restrictions applicable to third-party information or contracts; provided that UAMPS shall make Commercially Reasonable Efforts to obtain a waiver of such restrictions for purposes of the audit and the Participant shall execute such non-disclosure agreements as may be reasonably requested by UAMPS. Any audit shall be conducted during normal business hours, and the Participant will use Commercially Reasonable Efforts to complete any audit within one month, subject to the availability of relevant records and information and the absence of material accounting irregularities

(c) If any audit discloses that an overpayment or underpayment has been made during the three-year period described above, the amount of the overpayment or underpayment will be

promptly paid by the appropriate party, together with interest calculated at an annual rate equal to the Secured Overnight Funding Rate (SOFR) reported on the website of the Federal Reserve Bank of New York, or reported by any successor to the Federal Reserve Bank of New York as administrator of SOFR, plus 100 basis points, compounded daily and on the basis of a 360-day year, from the date or dates of any such overpayment or underpayment through and including the date of the payment correcting the overpayment or underpayment. Any payment made by UAMPS pursuant to this Section shall constitute a cost of electric power and electric energy.

Section 8. Representations and Warranties.

(a) The Participant represents and warrants to UAMPS as follows:

(i) the Participant is a political subdivision, duly created and validly existing under the laws of the State of Utah, and has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(ii) the Participant has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) this Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by the Participant of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to the Participant and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which the Participant is a party or to which any of the property, assets or revenues of its Electric System is subject;

(v) all Required Approvals have been obtained; and

(vi) to the Participant's knowledge, there is no pending or threatened action or proceeding affecting the Participant which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

(b) UAMPS represents and warrants to the Participant as follows:

(i) UAMPS is a political subdivision of the State of Utah and an energy services interlocal entity, duly created and validly existing under the Act and the Joint Action Agreement;

(ii) UAMPS has all corporate power and authority necessary to enter into and perform its obligations under this Agreement;

(iii) This Agreement has been duly approved by the Project Management Committee and the Board and has been duly authorized, executed and delivered by UAMPS and constitutes its legal, valid and binding obligation enforceable in accordance with its terms;

(iv) the execution, delivery and performance by UAMPS of this Agreement does not and will not (A) conflict with any constitutional, statutory or regulatory provision, judgment, decree or order applicable to UAMPS and (B) constitute a breach of or a default under any bond ordinance, resolution or indenture or any contract or agreement to which UAMPS is a party or to which any of its property, assets or revenues is subject; and

(v) to UAMPS' knowledge, there is no pending or threatened action or proceeding affecting UAMPS which purports to affect the authorization, legality, validity or enforceability of this Agreement or the Joint Action Agreement.

Section 9. Indemnification and Liability

(a) UAMPS and the Participant shall defend and hold each other harmless from any and all claims, liability, and expense, including attorneys' fees, litigation expenses, and any judgment arising out of any bodily injury, death, or damage to property (other than bodily injury, death, or damage to property proximately caused by the other party or its servants or employees), occurring on their respective properties, including such injury, death, or damage as may be suffered by UAMPS or the Participant or by third parties, except that UAMPS and the Participant shall each be responsible for all claims of its respective employees, agents, and servants under workmen's compensation laws or any similar statutes. In no event shall either UAMPS or the Participant be liable to each other for any indirect, special, incidental, or consequential damages with respect to any claim arising out of this Agreement whether based on contract, tort, strict liability, or otherwise.

(b) The Participant acknowledges that (i) effective performance by UAMPS of its obligations under this Contract will require exercise of business judgment by UAMPS officers, directors, managers, personnel, and consultants on the basis of information available to them, and (ii) while UAMPS' aim will be to enhance value and reduce risk to the Participants, it is not reasonable to expect that value will be ideally maximized or that risk will be fully eliminated. In no event shall a claim of breach or event of default by UAMPS be based on the dissatisfaction of one or more of the Participants with transactions managed or entered into by UAMPS pursuant to this Contract, or with the nature or level of savings, costs, or risks associated therewith, absent a showing of gross negligence or willful misconduct by UAMPS. The sole remedy available to the Participant or another Participant that is dissatisfied with UAMPS' ability to achieve UAMPS' goals is to terminate this Contract in accordance with the Agreement; provided that upon a showing of gross negligence or willful misconduct by UAMPS the Participant may terminate this Agreement upon written notice to UAMPS, notwithstanding the five-year notice period otherwise applicable under Section 2, which notice will not become effective until the date on which the Participant has terminated its participation in all UAMPS projects and completed all associated obligations, and

shall not relieve the Participant or UAMPS of any obligation incurred prior to the effective date of termination.

(c) No member of the Board or the Project Management Committee, no officer or employee of UAMPS, no member of the governing body of the Participant nor any officer or employee of the Participant shall be individually or personally liable for any amount payable under this Power Supply Contract or be subject to any personal liability or accountability by reason of the execution and performance of this Power Supply Contract; *provided, however,* that this Section shall not be construed to relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 10. Uncontrollable Force. Neither UAMPS nor the Participant shall be considered to be in default in respect to any obligation hereunder (other than the obligation of the Participant to pay obligations under Section 5) if prevented from fulfilling such obligations by reason of an Uncontrollable Force. The party claiming an Uncontrollable Force shall give notice and reasonable details of any potential or actual Uncontrollable Force to the other party as soon as is reasonably practicable, shall provide regularly updated information as to the anticipated occurrence or duration of the Uncontrollable Force, and shall provide prompt notice when it is able to resume performance of those obligations that were affected as a result of the Uncontrollable Force. Either party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11. Default; Dispute Resolution

(a) In the event of a failure of the Participant to observe, keep and perform any of the covenants, agreements or obligations on its part contained in the Agreement, UAMPS may, in addition to its other rights hereunder, bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement against the Participant.

(b) In the event of any default by UAMPS under any covenant, agreement or obligation of this Agreement, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate and in no event shall the Participant withhold or offset any payment owed to UAMPS hereunder.

(c) Prior to and as a condition to the filing of any action with respect to this Agreement under paragraph (a) above, the Participant shall first submit the dispute or matter in question to the Project Management Committee for mediation by giving notice in writing to UAMPS and the Chair of the Project Management Committee describing the dispute or matter and the issue or issues to be resolved. The Participant agrees to participate fully and in good faith in all mediation proceedings of the Project Management Committee. In the event that the Project Management Committee is unable to resolve or mediate such dispute or matter within 120 days

after UAMPS has received written notice of the dispute, the Participant shall have the right to initiate such proceedings as it may deem necessary.

(d) No member of the governing body, nor any officer or employee of UAMPS or the Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement; *provided, however,* that this Section shall not relieve any officer or employee of UAMPS or the Participant from the performance of any official duty imposed by law or this Agreement.

Section 12. Notices.

(a) All notices, demands or other communications made pursuant to this Contract (each, a *"Notice"*) may be sent by electronic mail, other mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivery. Notice shall be deemed given when received by the addressee, unless received on a day that is not a business day or received after 5:00 p.m. (receiving party's local time) on a business day, in which case Notice shall be deemed to have been received on the next following business day. In the absence of proof of the actual receipt date, the following presumptions will apply: (i) Notice sent by electronic mail shall be deemed to have been received upon the sending party's receipt of electronic confirmation of successful transmission; (ii) Notice sent by overnight mail or courier shall be deemed to have been received on the next business day after it was sent or such earlier time as is confirmed by the receiving party; and (iii) Notice sent by first class mail shall be deemed to have been received five business days after mailing.

(b) All Notices shall be sent by UAMPS to the business address or e-mail address of the Participant's Representative. All Notices shall be sent by the Participant to the business address or designated e-mail address of UAMPS. Either party may change its Notice address(es) by Notice to the other party.

Section 13. Miscellaneous.

(a) Assignment. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by either party without the prior written consent of the other party.

(b) Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

(c) No Merger. This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the Project and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject.

(d) No Waiver. No failure or delay by UAMPS or the Participant in exercising any right, remedy, or power under this Agreement shall operate as a waiver of such right, remedy, or power. No single or partial exercise of any right, remedy, or power shall preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. Any waiver of a provision of this Agreement shall be effective only if made in writing and signed by the party against whom the waiver is asserted, and no such waiver shall be deemed a continuing waiver unless expressly stated.

(e) Relationship between the Parties. This Contract is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Contract.

(f) Survival. The termination of this Contract shall not discharge either party thereto from any obligation it owes to the other party under this Contract by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this Contract or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this Contract) shall survive the termination of this Contract. Cancellation, expiration, or termination of this Contract shall not relieve the parties of obligations that expressly survive or by their nature should survive such cancellation, expiration, or termination.

(g) No Third-Party Beneficiary. This Contract is intended solely for the benefit of the parties hereto. Except as necessary to enter into a Credit Agreement, subject to approval by the Project Management Committee, nothing in this Contract shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Contract.

(h) Governing Law. This Agreement is made under and shall be governed by the law of the State of Utah; provided however, that if the Participant is organized or created pursuant to the laws of another state, then the authority of the Participant to execute and perform its obligations under this Agreement shall be determined under the laws of such state. All judicial proceedings brought against either party arising out of or relating hereto shall be brought exclusively in the courts of the State of Utah or of the United States of America for the District of Utah. By executing and delivering the Agreement, each party irrevocably accepts generally and unconditionally the nonexclusive jurisdiction and venue of such courts, waives any defense of *forum non conveniens*; agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to the party; and agrees that service as provided above is sufficient to confer personal jurisdiction over the party in any such proceeding in any such court, and otherwise constitutes effective and binding service in every respect.

(i) Entire Agreement. This Contract supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the parties or their representatives

with respect to the subject matter hereof and constitutes the entire agreement of the parties with respect to the subject matter hereof.

(j) Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

Dated this _____ day of _____, 2026.

CITY OF ST. GEORGE

_____
Mayor

ATTEST

_____
City Recorder

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

_____
Chairman

ATTEST

_____
Secretary

EXHIBIT 1
FORM OF ANNUAL PURCHASE PLAN

Plan Information

Fiscal Year	
PMC Approval Date	
Effective Period	

Planning Overview

Aggregate Forecasted Deficiency (MWh)	
Peak Forecasted Deficiency (MW)	
Planning Assumptions / Notes	

Forecasted Deficiency Purchase Targets

Procurement Horizon	Target Coverage
12 months → 1 month ahead	Up to 80%
1 month → 2 days ahead	Up to 100%
Day Ahead / Real-Time	As needed

Planned Purchase Volumes

Month	Forecasted Deficiency	Purchased to Date	Remaining Uncovered
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Resource Sufficiency Evaluation (RSE)

Standard Approach	100% procured Day Ahead
Exceptions / Notes	

Flexible Resource Strategies (if applicable)

Tolling Agreement	☐ Yes ☐ No
Dispatchable Resource	☐ Yes ☐ No
Firm Market Purchase	☐ Yes ☐ No
Other	

Fine-tuned Load-following Purchases

Specific plans for shaping to be added here.

Attribution Statement

Forecasted Deficiency purchases are attributed to Participants at the time of purchase based on forecasted need. RSE purchases are made at the UAMPS level and allocated after-the-fact to Participants with RSE need.

Approval

PMC Chair	
Date	

EXHIBIT 2
FORM OF MEMBER LOAD & RESOURCE FORECAST

Forecast Information

Participant	
Fiscal Year	
Forecast Version	☐ Draft ☐ Final
Date Prepared	

Summary Forecast

Gross Load (MWh)	
Gross Load (MW – Peak)	
Total Resources Capacity (MW)	
Total Resources (MWh)	
Forecasted Deficiency / (Surplus)	

Monthly Energy Summary

Month	Gross Load (MWh)	Resources (MWh)	Deficiency (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			

Monthly Peak Summary

Month	Gross Peak Load (MW)	Resources (MW)	Deficiency / (Surplus)
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

Jan			
Feb			
Mar			

Resource Detail

Resource Name	Type	Capacity (MW)	Energy (MWh)	Notes

Forecast Assumptions & Notes

Member Review & Confirmation

Approval Status	☐ Approved ☐ Approved with corrections
Member Representative	
Date	

EXHIBIT 3
CONSIGNED RESOURCE [Non-UAMPS RESOURCE]

WHEREAS, [*Participant*] (the "Member") is a participant of the UAMPS Pool Project;

WHEREAS, in order for the Member to schedule its [*Non-UAMPS Resource*] as part of their resource portfolio, it is necessary for the Member to enter into this Pooling Appendix to provide for responsibilities and authorities of each party and document the procedures to be used, and;

WHEREAS, Member desires that UAMPS act as its scheduling agent for scheduling services ("Scheduling Agent") for its [*Non-UAMPS Resource*].

NOW, THEREFORE, the Member and UAMPS agree to the following.

SECTION 1. TERM

The term of this Pooling Appendix will begin May 1, 2026 and extends through the earlier of 1) the termination of the Amended and Restated Power Pooling Agreement; or 2) termination at the option of either Party upon the later of 30 days or the end of the scheduling month with written notice to the other Party or as provided for in Section 2 of the Amended and Restated Pooling Agreement and alternative procedures acceptable to UAMPS are in place.

SECTION 2. PURPOSE

This Pooling Appendix specifies the procedures for scheduling [*Non-UAMPS Resource*] as part of its resource portfolio due to the implementation of Extended Day-Ahead Market protocols ("EDAM Protocols") administered by PacifiCorp in conjunction with the California Independent System Operator ("CAISO"). Member agrees that their scheduling of [*Non-UAMPS Resource*] is subject to the terms and conditions of this Pooling Appendix which may be amended from time to time by the agreement of the parties.

SECTION 3. MEMBER OBLIGATIONS, AUTHORITIES AND LIABILITIES

The Member shall provide preschedules to UAMPS according to the timeline specified in Attachment A hereto. Attachment A may be amended by UAMPS upon written notice to the Member. All scheduling of the [*Non-UAMPS Resource*] by the Member will be submitted through the UAMPS web scheduling interface. Except in instances where the web interface is not available, submittal of schedules by phone, email or other means of communication will not be acceptable.

For the purposes of UAMPS power billing, [*Non-UAMPS Resource*] will be deemed to [*information will be entered here on whether or not the Non-UAMPS Resource is in the CAISO*

Full Network Model and whether or not the Non-UAMPS Resource incurs transmission costs] and the UAMPS pool will continue to be used to balance the Member's load pursuant to EDAM Protocols or policies established by the Pool Project's Project Management Committee. Differences, if any, between scheduled output that the Member has entered into UAMPS' billing database and the output measured by [*Non-UAMPS Resource*] meter(s) will be invoiced as imbalance energy.

SECTION 4. UAMPS OBLIGATIONS, AUTHORITIES AND LIABILITIES

UAMPS shall use the [*Non-UAMPS Resource*] schedules submitted from the Member according to the timeline specified in Attachment A in integrating and scheduling the Member's resources scheduled and billed by UAMPS to serve the Member's loads.

UAMPS will bid and schedule the Member's [*Non-UAMPS Resource*] in accordance with the Member's specific instructions.

SECTION 5. SCHEDULING AGENT SERVICE CHARGE

The Member will be charged a scheduling fee, transmission fee, and any other fee as adopted by the UAMPS Board of Directors from time to time.

Member also agrees to pay any other costs, if any, and any applicable administrative overheads as approved by the UAMPS Board of Directors that UAMPS may incur in the performance of this Pooling Appendix.

DATED this _____ day of _____, 2026.

[PARTICIPANT] UAMPS

_____ _____

Attachment A

Duration for 1 Month and Longer (Term) Schedules:

The Member must notify UAMPS by the 19th of the prior month.

Day-Ahead Schedules:

The Member must notify UAMPS by 6:00 AM, 7 business days prior to the trade date. To the extent allowed under WECC and Balancing Authority criteria, UAMPS will accept changes to the 7 day schedule made by 6:00 a.m. [*2*] business days prior to the trade date.

Notification parties for Term, Balance of the Month, and Day Ahead transactions:

Pre-Scheduler	prescheduling@uamps.com	801-568-0497
Kelton Andersen	kelton@uamps.com	801-214-6406

Notification parties for unplanned outages or emergency situations:

Shift Scheduler	sched@uamps.com	801-568-0496 801-568-0596

To report scheduling problems:

Jordan Garcia	jordan@uamps.com	385-377-2567

COMPARISON OF TERMS
IN THE CURRENT VS THE REVISED POOLING AGREEMENT

Terms	Original Pooling Agreement and current practices	Amended Pooling Agreement
Termination	Termination requires 5-years written notice	Termination requires 5-years written notice or earlier upon approval of the PMC
Financing	Silent (authority unclear)	Allows UAMPS to enter Credit Agreements with PMC approval
Load Forecasts	Silent (UAMPS performs annually but not required by contract)	Annual Purchase Plan based on Load and Resource Forecasts informs purchasing
Purchase and Sale Authorization	Unplanned Purchases without authorization; advanced purchases (more than day ahead) require authorization	Resource sufficiency purchases without authorization; advanced purchases based on Annual Purchase Plan without further authorization unless Participant has opted out
Consignment (UAMPS dispatches Participant resources per pooling appendix)	Agreement allows consignment; practice requires Participants to consign all resources pursuant to pooling appendix except for Limited Participants	Participants required to consign all resources pursuant to a pooling appendix except for Limited Participants
Cost Causation	Members pay other members in the pool for resources used to serve their loads; other costs not addressed in the agreement	Market settlements, charges, and revenues, are allocated by Load Ratio Share; some costs allocated by historical average; resource costs allocated by generator ownership
Governance	Silent	Consistent with UAMPS JAA, Bylaws and power sales contracts
Billing and Billing Disputes	Silent; subject to UAMPS procedures	Consistent with other power sales contracts
Other Legal Provisions	Silent	Consistent with other power sales contracts

CERTIFICATE OF PARTICIPANT

The undersigned hereby certify that they are the Mayor and City Recorder of St. George City, Utah (the *"Participant"*), a member of Utah Associated Municipal Power Systems (*"UAMPS"*), and that as such they are authorized to execute this Certificate on behalf of the Participant and hereby certify as follows:

1. This Certificate is delivered in connection with the execution and delivery of the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the *"Agreement"*), between the Participant and UAMPS. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Agreement.

2. The Participant is a political subdivision of the State of Utah (the *"State"*) and is governed by a City Council (the *"Governing Body"*).

3. Attached hereto as *Exhibit A* is a true, complete and correct copy of a resolution authorizing the execution and delivery of the Agreement and (the *"Contract Resolution"*). The Contract Resolution was duly adopted by a majority of the Governing Body present and voting at a public meeting of the Governing Body at which a quorum was present and acted throughout.

4. The meeting of the Governing Body at which the Contract Resolution was adopted was duly called, noticed and held in conformity with applicable laws of the State and procedural rules of the Governing Body. The Contract Resolution is in full force and effect and has not been amended, modified, repealed or supplemented.

5. The names of the Mayor and the City Recorder authorized to execute and deliver the Agreement on behalf of the Participant are as follows:

NAME	OFFICE
Jimmie Hughes	Mayor
Christina Fernandez	City Recorder

6. (a) No petition was filed with the Participant or any of its officers seeking to refer the Contract Resolution to the electors of the Participant in accordance with the provisions of State law; and (b) no litigation has been instituted, is pending or has been threatened to require a referendum election on the Contract Resolution.

7. The Participant owns and operates an electric utility system (the *"System"*) that distributes and furnishes electric energy to consumers located within the established service area of the System. Under the Agreement, the Participant agrees to use all of the electric energy from its Entitlement Share to serve retail customers located in the established service area of the System and to meet its own requirements.

8. The Participant has previously executed the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, and all amendments thereof and supplements thereto (the *"Joint Action Agreement"*) and that certain Power Pooling Agreement (the *"Pooling Agreement"*) between the Participant and UAMPS relating to the power pool administered by UAMPS. The Joint Action Agreement and the Pooling Agreement are each in full force and effect and constitute the legal, valid and binding agreements of the Participant.

9. The representations and warranties of the Participant in Section 8 of the Agreement are true and correct on and as of the date of this certificate.

Dated: _____, 2026.

ST. GEORGE CITY, UTAH

By _____
Mayor

By _____
City Recorder

[SEAL]

[ATTACH CONTRACT RESOLUTION]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING THE AMENDED AND RESTATED POWER POOLING AGREEMENT WITH THE UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS FOR THE POOL PROJECT; AUTHORIZING EXECUTION AND DELIVERY THEREOF; AND RELATED MATTERS.

***** ***** *****

WHEREAS, the City of St. George (the *"Member"*) is a member of Utah Associated Municipal Power Systems (*"UAMPS"*) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the *"Joint Action Agreement"*);

WHEREAS, one of the purposes of UAMPS under the Joint Action Agreement is assisting its members in providing reliable, competitive, supplies of electric power and energy and related services through joint and cooperative action;

WHEREAS, UAMPS has developed and administers a power pooling project, known as the "Pool Project," pursuant to which UAMPS procures, schedules, dispatches, and sells electric power and electric energy, including participation in organized wholesale electric markets for the collective benefit of participating members;

WHEREAS, the Member is currently a party to a prior power pooling agreement with UAMPS governing its participation in the Pool Project;

WHEREAS, UAMPS has presented to the Member an Amended and Restated Power Pooling Agreement (the "*Amended Pooling Agreement*"), which amends and restates the Prior Pooling Agreement in its entirety and updates the terms and conditions governing participation in the Pool Project, including provisions relating to market participation, allocation of costs and revenues, governance through a project management committee, payment obligations, and related matters;

WHEREAS, the governing board of the Member ("*Governing Body*") has reviewed, or caused to be reviewed on its behalf, the Amended Pooling Agreement and related materials provided by UAMPS, has had the opportunity to ask questions and receive additional information, and has determined that entering into the Amended Pooling Agreement is in the best interests of the Member and the efficient, reliable, and economical operation of its electric system; and

WHEREAS, the Member now desires to authorize and approve the Amended Pooling Agreement and its execution and delivery by the Member;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of St. George, as follows:

Section 1. Approval of the Amended Pooling Agreement. The Amended and Restated Power Pooling Agreement, in substantially the form presented to the Governing Body and attached hereto as EXHIBIT A, is hereby authorized and approved. The Mayor is hereby authorized, empowered, and directed to execute and deliver the Amended Pooling Agreement on behalf of the Member, and the City Recorder is hereby authorized to attest and countersign such execution and affix the corporate seal of the Member, with such changes therein as shall be approved by the Mayor, such approval to be conclusively evidenced by execution thereof.

Section 2. Participant's Representative. (a) The appointment of Brian Jeppson as the Participant's Representative to UAMPS and of Bryan Dial as alternate Representative is hereby confirmed.

(b) Such Representative (or, in his or her absence, such alternate(s)) is hereby delegated full authority to (i) approve any appendix to the Amended Pooling Agreement between UAMPS and the Participant that may be necessary or desirable in connection with the Amended Pooling Agreement, and (ii) act on all matters that may come before the Project Management Committee established by the Amended Pooling Agreement, and shall be responsible for reporting regularly to the Governing Body regarding the activities of the Project Management Committee

Section 3. Further Authority. The Mayor, City Recorder and other appropriate officers and employees of the Member are hereby authorized and directed to execute and deliver such certificates and additional undertakings of the Member as shall be necessary in connection with financing related to the Amended Pooling Agreement. Legal counsel for the Member is hereby authorized to provide an approving opinion with respect to the authorization, execution and enforceability of the Amended Pooling Agreement.

Section 4. Miscellaneous; Effective Date. (a) This resolution shall be and remain irrepealable until the expiration or termination of the Amended Pooling Agreement in accordance with its terms.

(b) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(c) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(d) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ___ day of _____, 2026.

CITY OF ST. GEORGE

By _____
Mayor

ATTEST:

_____
City Recorder

[SEAL]

EXHIBIT A

[AMENDED POOLING AGREEMENT]

OPINION OF COUNSEL TO THE PARTICIPANT

_____, 2026

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, UT 84103

Ladies and Gentlemen:

I have acted as counsel to St. George, Utah (the *"Participant"*) in connection with the Amended and Restated Power Pooling Agreement, dated as of May 1, 2026 (the *"Agreement"*), between the Participant and Utah Associated Municipal Power Systems (*"UAMPS"*).

In connection with the opinions set forth herein, I have examined (i) the resolution adopted by the Participant's governing body authorizing the execution and delivery of the Agreement, (ii) an executed counterpart of the Agreement, and (iii) such other documents, information, facts and matters of law as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

1. The Participant has full legal right, power and authority to enter into the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Participant and constitutes its legal, valid and binding obligation and is enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

3. There is no pending or, to my knowledge, threatened, action or proceeding affecting the Participant (nor to my knowledge is there any basis therefor), which purports to affect the authorization, legality, validity or enforceability of the Agreement.

4. The execution, delivery and performance by the Participant of the Agreement will not conflict with or constitute a breach of or default under any agreement, indenture, bond, note, resolution or other instrument to which the Participant or any applicable law, ruling, regulation, ordinance, judgment, order or decree to which the Participant (or any of its officers in their respective capacities as such) or its properties is subject.

Respectfully submitted,

Agenda Date: 03/05/2026 **Agenda Item Number:** 11

Subject:

Consider approval of Ordinance No. 2026-022 amending Titles 1 and 2 of the City Code.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item was heard in a work meeting in January 2026. The City's ordinances have some internal inconsistencies as well as inconsistencies with state law and need to be updated with respect to politically appointed positions. These amendments clarify the inconsistencies and adopt the City's current practices.

Staff Narrative (need/purpose):

The City's ordinances have some internal inconsistencies as well as inconsistencies with state law and need to be updated with respect to politically appointed positions. These amendments clarify the inconsistencies and adopt the City's current practices.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval

Attachments

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLES 1 AND 2 OF THE CITY CODE REGARDING APPOINTED OFFICIALS

WHEREAS, the City Council has recognized that there are discrepancies within the existing City Code regarding politically appointed positions within the City; and

WHEREAS, the City Council held a work meeting on _____ to discuss possible changes to the Code so that City Code reflects the policies and practices of the City and confirms with Utah Code; and

WHEREAS, the City Council has determined that an amendment to the provisions of Title 1, Chapter 7, and Title 2, Chapter 2 are 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. Title 1, Chapter 7 of the City Code and Title 2, Chapter 2 of the City Code are hereby adopted as set forth in Exhibit A to this Ordinance.

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 5th day of March 2026.

ST. GEORGE CITY:

_____
Jimmy 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”
Changes to City Code

1-7-2:

ELIGIBILITY AND RESIDENCY REQUIREMENTS:

A. *Elected Officers:* All elective officers shall be chosen by the registered voters of the city.

B. *Residency Requirements:*

1. *Elected Officials:*

a. A person filing a declaration of candidacy for mayor or city council shall:

(1) Have been a resident of the city for at least three hundred sixty five (365) consecutive days immediately before the date of the election; and

(2) Meet the other requirements of Utah Code Annotated section 20A-9-203.

b. A person living in an area annexed to the city meets the residency requirement of this subsection if that person resided within the area annexed to the city for at least three hundred sixty five (365) consecutive days before the date of the election.

c. Any elected officer shall be a registered voter in the city.

d. Each elected officer shall maintain residency within the boundaries of the city during the elected officer's term of office.

e. If an elected officer establishes a principal place of residence, as provided in Utah Code Annotated section 20A-2-105, outside the city during the elected officer's term of office, the office is automatically vacant.

f. If an elected officer is absent from the city any time during the elected officer's term of office for a continuous period of more than sixty (60) days without the consent of the governing body, the office is automatically vacant.

g. Candidates seeking to fill mid-term vacancies in any elected office must also meet the residency requirements to be eligible for appointment.

2. *Appointed Officers:*

a. The City of St. George has designated the following positions as appointed Department Heads, appointed by the Mayor with the advice and consent of the City Council:

i. City manager;

ii. Chief of police;

iii. Fire chief;

iv. Director of parks and community services;

v. Director of public works;

vi. Director of water services;

vii. Director of energy services;

viii. Director of finance;

ix. City attorney;

x. Director of community development;

xi. Airport manager;

xii. Director of operations.

b. The City of St. George has designated the following police personnel as appointed positions, appointed by the Chief of Police:

i. Deputy Chief of Police

ii. Captains

1-7-3:

VACANCIES:

A. *Mayor Or Council Member:* If any vacancy shall occur in the office of the mayor or a council member by death or resignation, removal or otherwise, such vacancy shall be filled as provided in Utah Code Annotated section 20A-1-510.

B. *Appointed Officers:* If a vacancy occurs in any of the mayoral appointed offices, the mayor, by and with the consent of the city council, shall forthwith fill such vacancy by appointment for the unexpired term.

1-7-4:

APPOINTIVE OFFICERS:

The mayor, with the advice and consent of the city council, shall appoint on or before July 1st

following a municipal election, the following named officers, who shall hold their offices for the term of two (2) years, unless sooner removed by the city council, and until their successors are appointed and qualified: a city attorney, city recorder, city treasurer, city engineer, chief of police, fire chief, director of parks and community services, director of public works, director of operations, director of water services, director of energy services, finance director, community development director, airport manager, and such other officers and agents as may be provided by law; and in like manner shall fill all vacancies among the same, in conformance with this Code and as otherwise provided by law.

2-2-1:

CITY EMPLOYEES – DURATION AND TERMINATION OF EMPLOYMENT – EXCEPTIONS:

A. Except as provided in subsection B of this section, each full-time employee of the city who has successfully completed their initial new-hire probationary period shall hold employment without limitation of time, and shall be considered a merit employee, subject to termination only for cause.

B. Subsection A of this section does not apply to the following:

1. An officer appointed by the mayor or the city manager including the department heads enumerated in Section 1-7-2 of this Code;

2. An officer appointed by the police chief including the Deputy Chief of Police and Captains;

3. A probationary employee including new-hire probation and disciplinary probation;

4. A part time employee;

5. A seasonal or temporary employee of the municipality; or

6. An employee who has acknowledged in writing that the employee's employment status is appointed or at will.

C. Nothing in this section may be construed to limit the city's ability to define cause for an employee termination or reduction in force.

2-2-2:

TERMINATION – SUSPENSION WITHOUT PAY, OR INVOLUNTARY TRANSFER – APPEAL PROCEDURE:

A. Prohibited employment practice: A merit employee may not be terminated, suspended

without pay, or involuntarily transferred to a position with less remuneration (demoted):

1. Because of the employee's politics or religious belief; or

2. Incident to or through changes, either in the elected officials or heads of departments.

B. Applicability:

1. A merit employee who is terminated, suspended for more than two (2) days without pay, or involuntarily transferred from one (1) position to another with less remuneration (demoted) for any disciplinary reason, the employee may appeal the action in writing to an administrative law judge by filing the written appeal and all relevant materials with the city recorder within the timelines and under the general guidelines set forth below and the provisions of the city personnel policies including all future amendments, deletions and additions made by the city.

2. Merit employees who have been dismissed, terminated, separated from employment, or reassigned to a position with less remuneration, based on the employee's inability to perform the essential functions of the position based upon a medical condition, may appeal that determination to the administrative law judge. The administrative law judge may request the appointment of an independent medical expert, in the administrative law judge's discretion, if the administrative law judge believes the expert's opinion is necessary for the resolution of the case.

3. No appeal is allowed for termination or involuntary reassignment due to loss of state or federal licensure or certification which is required for the employee's position.

C. Process: An employee shall submit a written appeal to the city recorder within 10 business days of the disciplinary action. The appeal must be received no later than 5:00 p.m. on the 10th business day. At all times during the appeal process, the appealing employee has the right to be represented by legal counsel if they choose.

1. Written appeal. The written appeal must include:

a. The name, address, phone number, and email address of the employee.

b. A short statement of reasons for the appeal which should include:

i. A statement of why the employee believes the facts do not support the discipline; and/or

ii. A statement of why the employee believes the discipline imposed is not proportional to the offense; and

iii. A statement of what (if any) due process violations the employee is claiming.

c. Any additional facts or evidence known to the employee which support their appeal.

d. A list of witnesses who may testify in support of the employee. (Note: The appealing employee is responsible for notifying such witnesses of the date, time and place

of the hearing. Subpoenas may be provided to compel attendance if needed).

e. A statement of the relief or resolution the employee is seeking.

2. City Response: Upon receipt of the written appeal and within 30 calendar days, the City, through the legal department, shall provide a written response to the appeal which response should include:

a. A list of all of the documents, records, reports, etc., that were used in the disciplinary decision which have been provided to the administrative law judge through the City Recorder.

b. A statement of the due process that was afforded to the employee during the disciplinary process.

c. A short statement of reasons for the discipline which should include:

i. A statement of the facts that support the discipline; and
ii. A statement of why the discipline imposed is proportional to the offense. This statement should include not only why the discipline is proportionate to the offense, but why it is consistent with other disciplinary actions taken within the department.

d. A list of witnesses the City intends to call at the hearing.

3. Scheduling

a. Upon receipt of a properly filed written notice of appeal the administrative law judge shall schedule a hearing and shall notify the City Recorder of the date and time of the hearing. The administrative law judge shall consult with the employee and the legal department regarding the date and time of the hearing prior to scheduling the hearing. The hearing shall be no sooner than 30 days from the date of the appeal, and no later than 180 days from the date of the appeal. The city shall provide a suitable location for the hearing, and the hearing shall be open to the public.

b. If the appeal does not comply with this section, or the provisions of the personnel policies, the administrative law judge shall dismiss the appeal.

c. The City Recorder shall notify the employee, the City Manager, the affected department, the Human Resources Department, and the Legal Department of the date, time, and place for the hearing.

d. Appeal hearings are public. The City Recorder will post notice of the hearing on the city website and on the state public notice website.

4. Pre-hearing matters

a. The administrative law judge may require the parties to participate in pre-hearing conferences, or a briefing of the issues in general, or a briefing of a particular issue. The brief may be informal and should not be unduly long or technical.

b. Upon receipt from the City, the City Recorder shall make available to the administrative law judge and the appealing employee, all of the documents and evidence submitted by the City.

5. Hearing Procedure. The administrative law judge shall take and receive evidence, fully hear and determine the matter that is the subject of the appeal. The hearing shall not be bound either by legal procedures or by legal rules of evidence. The hearing of the employee appeal before the administrative law judge shall conform to the following procedures:

a. The administrative law judge shall open the hearing by naming the parties and stating the nature of the action taken by the City and the relief the employee is asking for. If the employee fails to appear for the hearing, without good cause, the administrative hearing officer shall announce that the appeal has been withdrawn and the employee's rights to appeal are waived.

b. A verbatim record shall be made of the proceedings, and the City Recorder shall retain a copy for a period of one year or as required by state law.

c. The appealing employee has the burden of proof and shall present their case first. The employee may make an opening statement and present his/her evidence to the administrative law judge, including all facts and evidence he/she wishes the administrative hearing officer to consider and all witnesses he/she wants to testify. The appealing employee may examine any evidence to be considered by the administrative law judge. The City may question any witness the employee has testify.

d. The City may make an opening statement and shall present its case, including all facts, evidence, and witnesses intends to call and testify. The appealing employee may question any City witness who testifies. This presentation may include a rebuttal of any of the evidence presented by the appealing employee.

e. If desired, the appealing employee may then question any facts or evidence presented by the City and present evidence and witnesses in rebuttal.

f. Finally, both the appealing employee and the City may make a closing statement, with the appealing employee having the opportunity to reserve time for an additional statement after the City's closing argument.

g. The administrative law judge may question the appealing employee, the City representative, and/or any witness. However, the administrative law judge may not choose to call in or question additional witnesses.

D. Standard of Review on Appeal:

1. On appeal, the administrative law judge shall consider all evidence and shall determine whether or not the appealing employee has met their burden of proof regarding:

a. Whether the facts support the allegations or charges made; and

b. Whether the discipline imposed proportional to the allegations or charges made.

2. When considering the proportionality of the discipline under section D.1.b above, the administrative law judge shall:

a. consider all of the facts and circumstances and determine if the discipline is appropriate for the offense and determine if the discipline is consistent with other discipline given to similarly situated employees.

b. give deference to the decision of the department head or city manager's decision and overturn the decision only if the decision is clearly disproportional.

E. Decision of the Administrative Law Judge

1. The administrative law judge shall either sustain the disciplinary action or overturn the action. The administrative law judge may not modify the disciplinary decision.

2. The decision of the administrative law judge shall be in writing, shall articulate the findings of facts, circumstances, and law supporting the decision, and shall certify the decision to the city recorder within fifteen (15) calendar days from the date of the hearing. The administrative law judge may extend the fifteen (15) day period to a maximum of sixty (60) calendar days, for good cause if the employee and the city both agree.

F. Employee Success: If the administrative law judge finds in favor of the employee, the administrative law judge shall order as part of the decision, that the employee receive:

1. The employee's salary for the period of time during which the employee is discharged or suspended without pay; or

2. Any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.