

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

Public Notice

Notice is hereby given that the Planning Commission of the City of St. George, Washington County, Utah, will hold a **Planning Commission** meeting in the City Council Chambers, 61 S Main St, St George, Utah, on **Tuesday, March 24, 2026**, commencing at **5:00 p.m.**

The agenda for the meeting is as follows:

Call to Order

Flag Salute

Call for Disclosures

1. PRELIMINARY PLAT -Avenidas at Hidden Valley Ph 3 & 4

Consider a request for a 45-lot preliminary plat located south of Hidden Valley Drive and west of Rio Road on approximately 11.69 acres. The applicant is Bush & Gudgell and the representative is Bob Hermandson.

Case No. 2026-PP-004 (Staff – Brian Dean)

2. ZONE CHANGE- Desert Canyons Business Park– PUBLIC HEARING

Consider a request to change the zoning from C-2 (General Commercial) to PD-C (Planned Development Commercial) on approximately 53.2 acres. The property is generally located south-west of Airport Parkway and north-west of Southern Parkway. The proposal is an initial zone change to a PD zone with the proposed uses only and not the site plan or building elevations. The applicant is Desert Canyons Development, Inc. and the representative is Curt Gordon.

Case No. 2026-ZC-002 (Staff – Dan Boles)

3. ZONE CHANGE- Crimson Heights Behavioral Health – PUBLIC HEARING

Consider a request to change the zoning from R-3 (Multiple-Family Residential) to PD-C (Planned Development Commercial) on approximately 0.83 acres, located at 691 South 300 East. The applicant is Rosenberg Associates, and the representative is Rob Reid.

Case No. 2025-ZC-022 (Staff – Brenda Hatch)

4. DEVELOPMENT AGREEMENT Crimson Heights Behavioral Health–PUBLIC HEARING

Consider a request for a development agreement for Crimson Heights Behavioral Health, located at 691 South 300 East, for the purpose of addressing the total number of parking spaces needed for the behavioral health clinic to operate. The applicant is Rosenberg Associates, and the representative is Rob Reid.

Case No. 2025-DA-005 (Staff – Brenda Hatch)

5. PLANNED DEVELOPMENT AMENDMENT Tuscan Valley at Tuscan Ridge–PUBLIC HEARING *This item will not be heard at this meeting and will be re-noticed for a later date.*

Consider a request to amend the Tuscan Hills Planned Development (PD). The applicant is proposing to develop the Western Area of the Planned Development, identified as Tuscan Valley at Tuscan Ridge. The 37.5-acre site is located south of what will be Gap Canyon Parkway and west of Dixie Drive and is planned to include 159 townhomes in 42 buildings. The applicant is Bush & Gudgell, Inc. and the representative is Bob Hermandson.

Case No. 2026-PDA-005 (Staff – Brian Dean)

6. PLANNED DEVELOPMENT AMENDMENT Pelican Hills– PUBLIC HEARING

This item will not be heard at this meeting and will be re-noticed for a later date.

Consider a request to amend the Pelican Hills Planned Development (PD). The applicant is proposing to develop the northwest portion of the development. This 4.82-acre site is located east of Ostler Way and south-west of Dixie Drive and is planned to include 46 detached units. The applicant is Bush & Gudgell, Inc. and the representative is Bob Hermandson.

Case No. 2026-PDA-006 (Staff – Brian Dean)

7. PLANNED DEVELOPMENT AMENDMENT Mohave Crossing– PUBLIC HEARING

Consider a request to amend the Atkinville Interchange Area Planned Development Commercial (PD-C) zone. The request specifically relates to the hotel portion of the Mojave Crossing project approved in 2025. The applicant is proposing adjustments to the southeastern portion of the hotel and the amenity area. Minor parking adjustments are also proposed to accommodate these changes. No other changes to the site or the other approved buildings are proposed. The property is located at the intersection of Pioneer Road and Nighthawk Drive. The applicant is TJN Development, represented by Tucker Nipko.

Case No. 2026-PDA-007 (Staff – Dan Boles)

8. ZONE REGULATION AMENDMENT Bare Foot Montessori Private Micro-School – PUBLIC HEARING

Consider a request to amend portions of the city zoning ordinance, Title 10, in order to amend Conditional Uses for Landmark Sites as well as other sections of Title 10 pertaining to those uses. The applicant is Bare Foot Montessori, and the representative is Ashley Phillips.

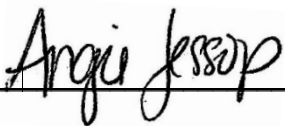
Case No. 2025-ZRA-017 (Staff – Brenda Hatch)

9. MINUTES

Consider a request to approve the meeting minutes from the March 10, 2026, meeting.

10. CITY COUNCIL ACTIONS

There has not been a City Council meeting held since last Planning Commission meeting.



Angie Jessop – Community Development Office Supervisor

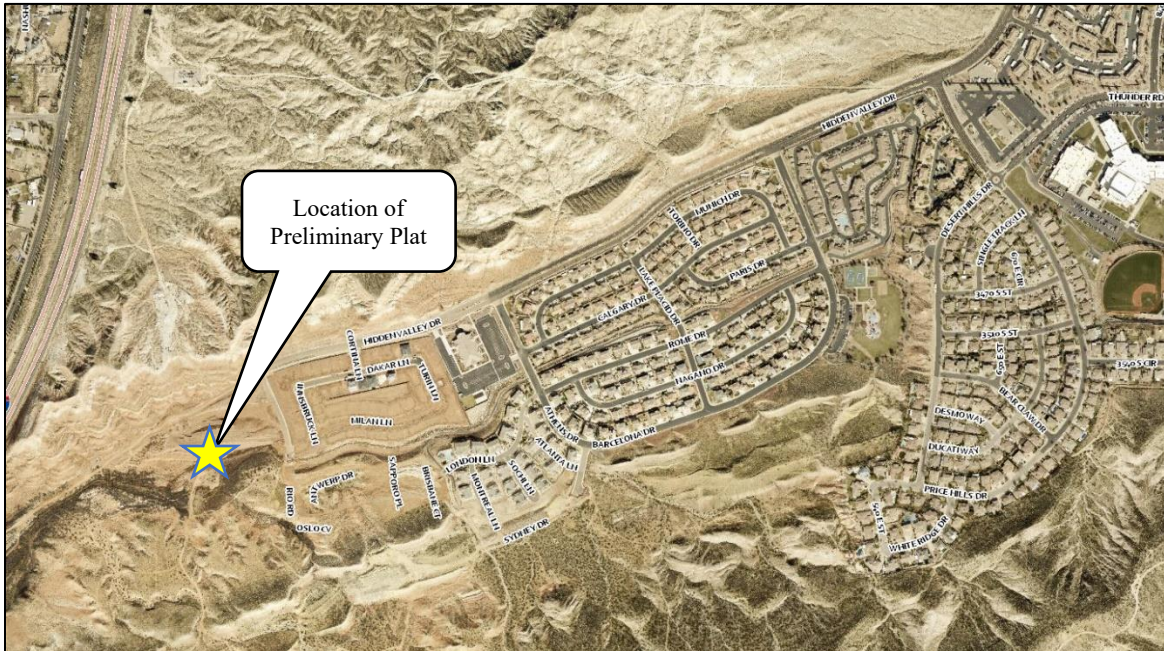
March 20, 2026

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

PLANNING COMMISSION AGENDA REPORT: **03/10/2026**
 PLANNING COMMISSION AGENDA REPORT: **03/24/2026**

| Avenidas at Hidden Valley Phase 3 & 4 Preliminary Plat (Case No. 2026-PP-004) | |
|---|--|
| Request: | This is a request for a Preliminary Plat for a 45 lot, single-family subdivision on approximately 11.69 acres. |
| Applicant: | Bush & Gudgell, Inc. |
| Representative: | Bob Hermandson |
| Location: | Generally located south of Hidden Valley Drive and west of Rio Road. |
| General Plan: | MDR (Medium Density Residential) and PF (Public Facilities) |
| Existing Zoning: | PD-R (Planned Development Residential) |
| Surrounding Zoning: | North OS (Open Space) |
| | South PD-R (Planned Development Residential) |
| | East PD-R (Planned Development Residential) |
| | West PD-R (Planned Development Residential) |
| Land Area: | Approximately 11.69 acres |



BACKGROUND & REQUEST:

The property is located within the Hidden Valley Master Plan development, originally approved in 1999. The master plan encompasses over 659 acres and allows for the development of 1,699 total residential units. This preliminary plat is located in areas 3.5 and 3.7 of the Hidden Valley development and proposed 45 single-family home lots. The project is a continuation of the single-family home development, directly next to Avenidas of Hidden Valley Phases 1 & 2 to the east.

RECOMMENDATION:

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

1. That a final plat is recorded with each phase in compliance with Title 10, chapter 25 of the St. George municipal code.
2. That the applicant will add Vancouver CIR, CT, CV, or PL to the cul-de-sac. Change Seoul Street to Seoul Lane.
3. That the sewer out of phase 4 will need to be protected with easements and possibly dedicated r/w. An all-weather road shall be constructed on top of sewer.
4. That the trail must be aligned when this section is installed. This may require removing a portion of the trail and curb/gutter that is already installed to make the adjustment. Please confirm that there is a mountable or modified curb for the trail crossing as well.
5. That the pads shall meet required setback distances.
6. That the separation distances between retaining walls and buildings shall meet retaining wall ordinance 10-18A.
7. That the required approximately 38 acres of Open Space will be dedicated to the City of St. George prior to the recordation of the final plat for Avenidas at Hidden Valley Phase 3.

ALTERNATIVES:

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

POSSIBLE MOTION:

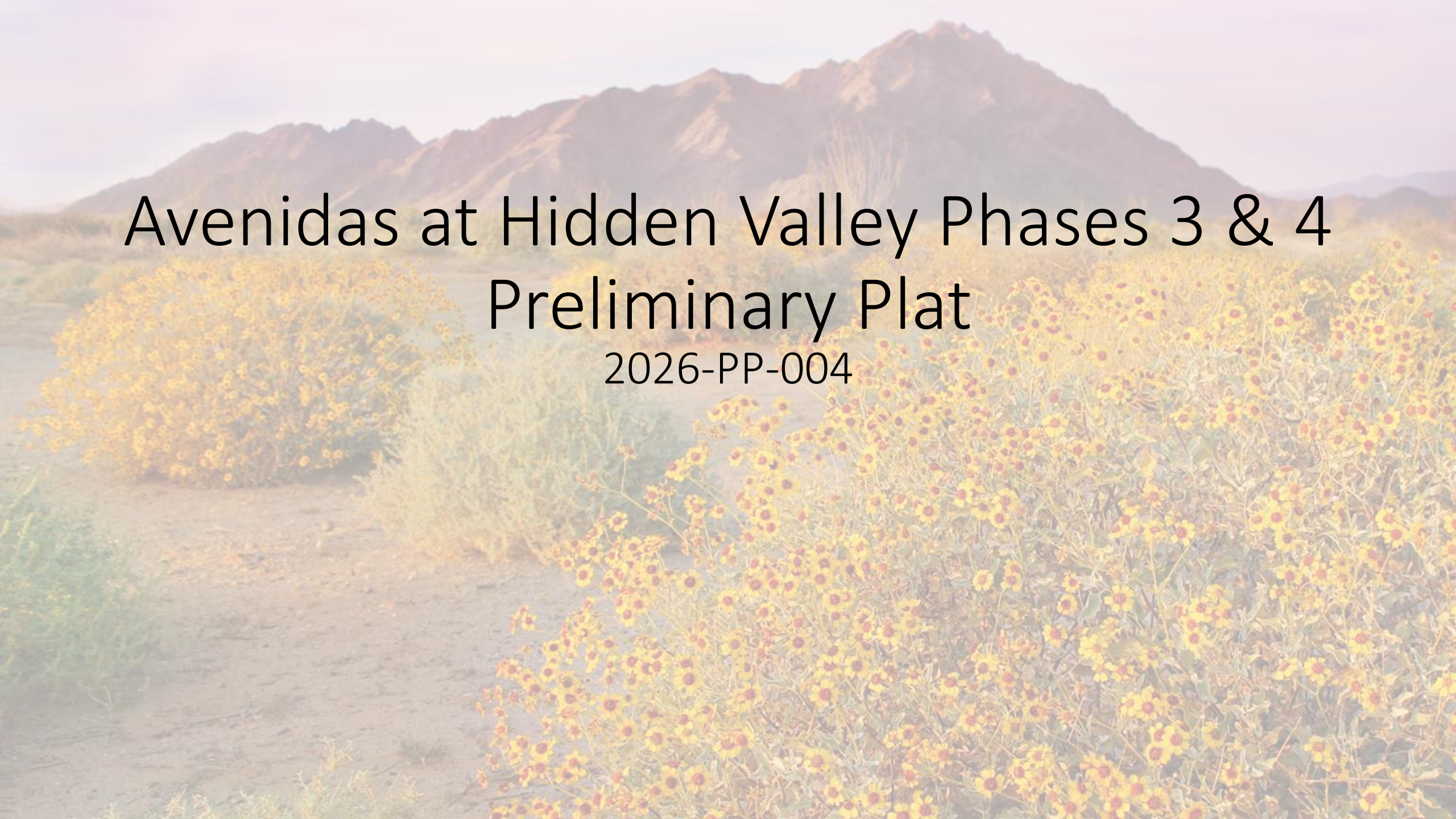
“I move that we approve the Avenidas at Hidden Valley Phase 3 & 4 Preliminary Plat request, Case No. 2026-PP-004, based on the findings and subject to the conditions noted in the staff report.”

FINDINGS FOR APPROVAL:

1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size and setback requirements found in 10-7F-5.
3. Approval of the preliminary plat is in the best interest of the health, safety, and welfare of the community.

PC 2026-PP-004
Avenidas at Hidden Valley Phase 3 & 4
Preliminary Plat

EXHIBIT A
PowerPoint Presentation

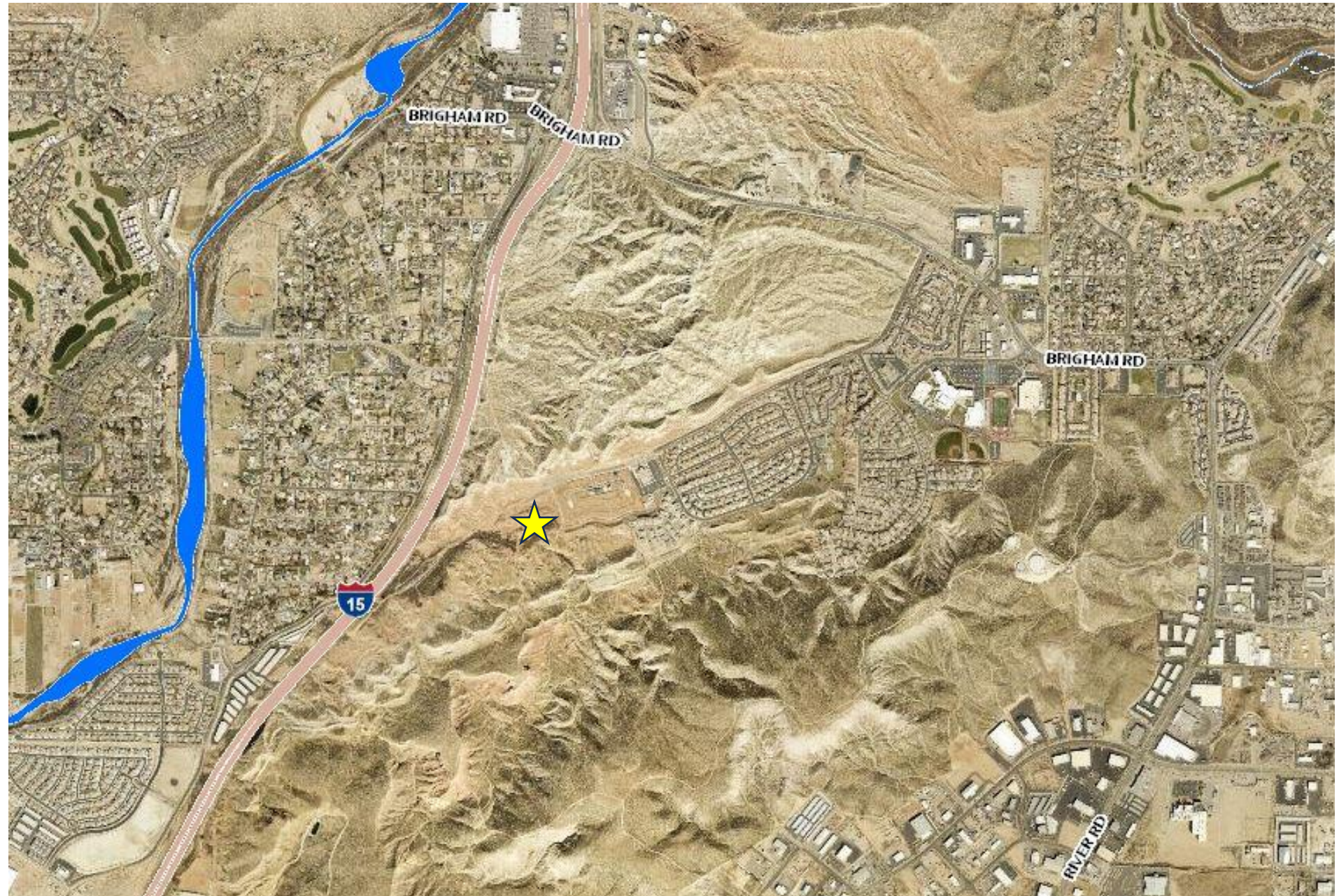
A photograph of a desert landscape. In the foreground, a dirt road curves through a field of yellow wildflowers with dark centers. The background features a large, rugged mountain range under a clear sky.

Avenidas at Hidden Valley Phases 3 & 4

Preliminary Plat

2026-PP-004

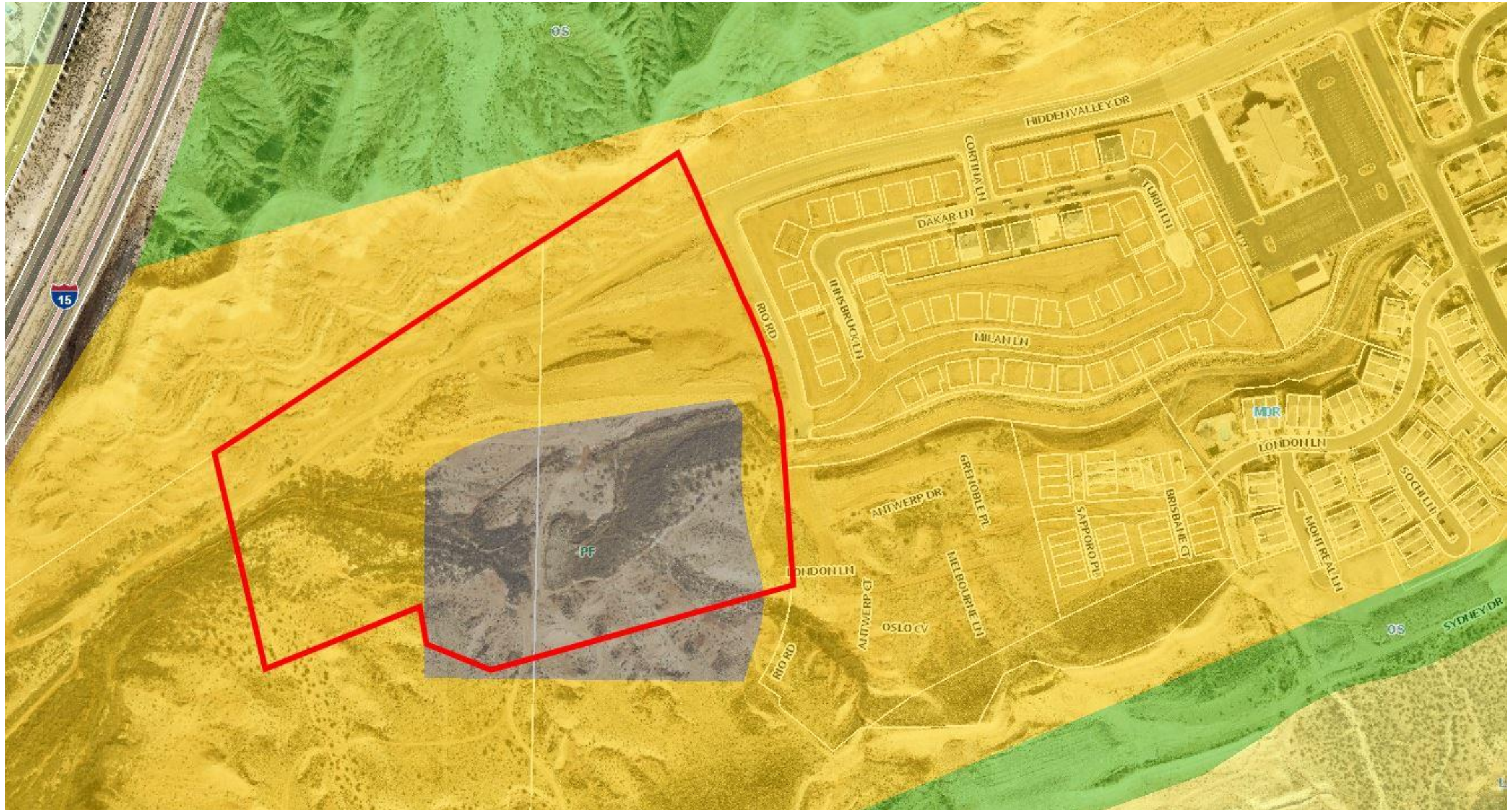
Vicinity Map



Aerial Map



Land Use Map



Zoning Map

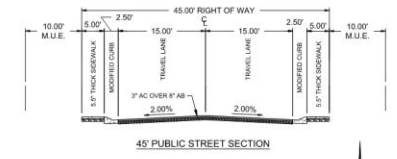
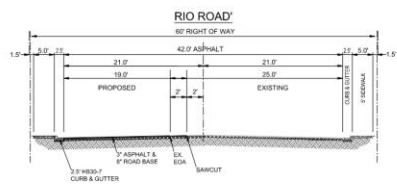
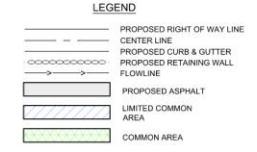


Proposed Preliminary Plat



| AVENIDAS PH 3-4 CALCULATIONS | |
|--|----------------|
| GENERAL PLAN DESIGNATION | MOR |
| ZONING DESIGNATION | PD-R |
| PATIO HOMES | 2.94 AC 29.61% |
| ROAD ROW | 2.41 AC 24.27% |
| OPEN SPACE DEDICATED TO CITY | 1.06 AC 10.67% |
| COMMON | 0.45 AC 4.53% |
| LIMITED COMMON | 3.07 AC 30.92% |
| TOTAL | 9.93 AC 100% |
| DENSITY = 45 D.U. / 9.93 = 4.53 D.U. / AC | |
| SETBACKS | |
| FRONT = 20' | |
| REAR = 20' | |
| SIDE = 0' (10 BETWEEN BUILDINGS SINGLE OR TWO-STORY) | |

- KEY NOTES**
- 1 PROJECT BOUNDARY
 - 2 PROPOSED ASPHALT
 - 3 PROPOSED 5' SIDEWALK
 - 4 ADA RAMP
 - 5 EXISTING RETAINING WALL
 - 6 HS-30-7 CURB & GUTTER PER CITY STD DWG 100
 - 7 LIMITED COMMON AREA
 - 8 COMMON AREA



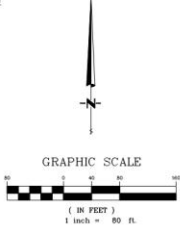
AVOID CUTTING UNDERGROUND UTILITY LINES. P.U. COUNTRY

Call before you Dig
1-800-662-4111

OWNER / DEVELOPER
IVORY SOUTHERN LLC
976 EAST WOODOAK LANE
SALT LAKE CITY, UT 84117

ENGINEERING CONTACT
BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

RICK MEYER - PROJECT MANAGER
(435) 673-2337



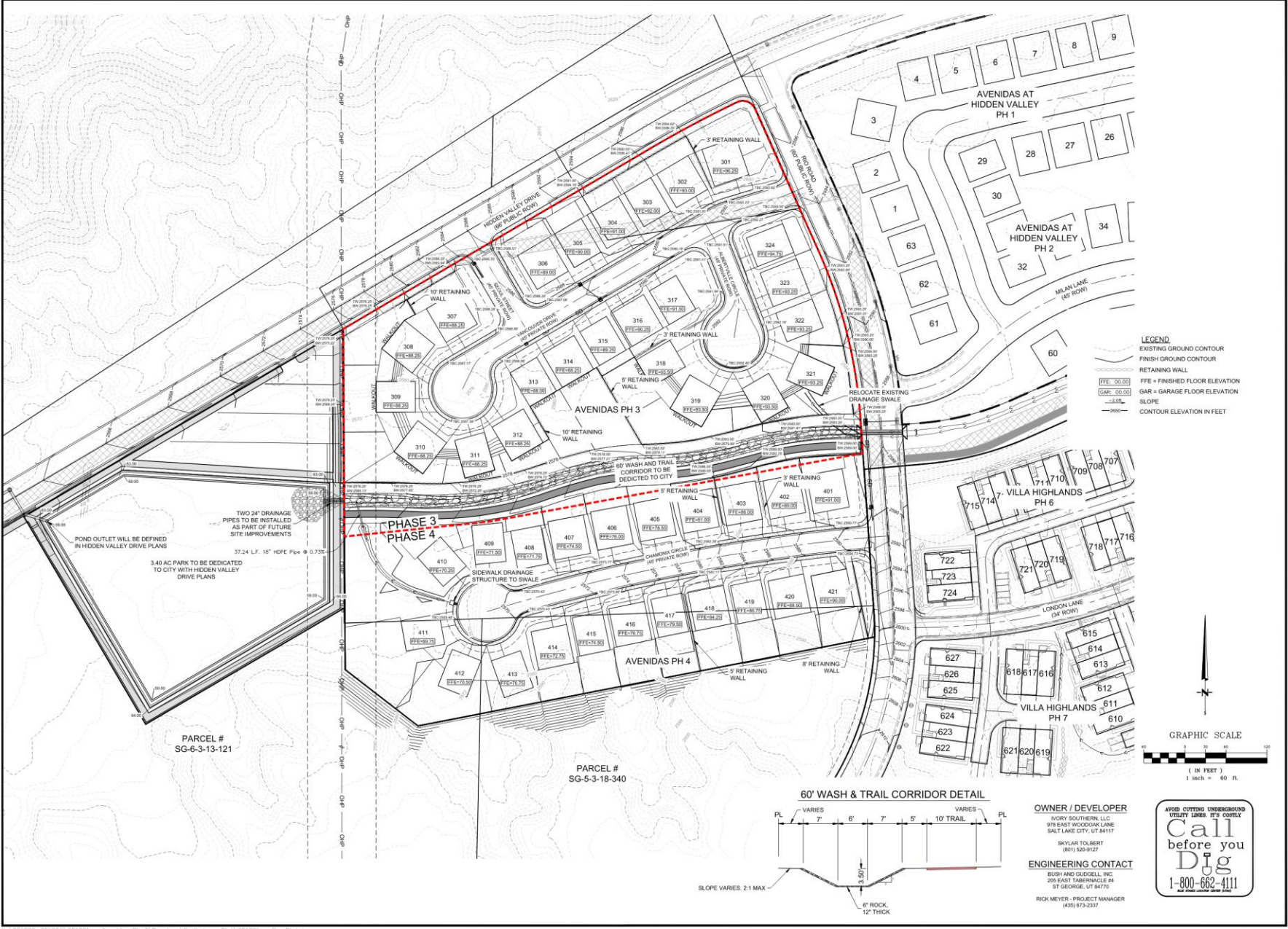
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: 12.2024
DRAWN: JTL
APPROVED: BM
SCALE: 1" = 30'
SHEET NO.: 251091

SITE PLAN
AVENIDAS PH 3 & 4
LOCATED IN ST. GEORGE, UTAH

Proposed Preliminary Plat





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



DATE: 03E-2024
DRAWN: JTL
APPROVED: BM
SCALE: 1" = 60'
JOB NO.: 251091

GRADING PLAN
AVENIDAS PH 3 & 4
LOCATED IN ST. GEORGE, UTAH

SHEET 3 OF 4
DATE: 2.51.091

Proposed Preliminary Plat



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

PG

UTILITIES PLAN
 AVENIDAS PH 3 & 4
 LOCATED IN ST GEORGE, UTAH

SHEET 4 OF 4
 PLAT 21091

Recommendation

Staff recommends approval with the following conditions:

1. That a final plat is recorded with each phase in compliance with Title 10, chapter 25 of the St. George municipal code.
2. That the applicant add Vancouver CIR, CT, CV, or PL to the cul-de-sac. Change Seoul Street to Seoul Lane.
3. That the sewer out of phase 4 will need to be protected with easements and possibly dedicated r/w. An all-weather road shall be constructed on top of sewer.
4. That the trail must be aligned when this section is installed. This may require removing a portion of the trail and curb/gutter that is already installed to make the adjustment. Please confirm that there is a mountable or modified curb for the trail crossing as well.
5. That the pads shall meet required setback distances.
6. That the separation distances between retaining walls and buildings shall meet retaining wall ordinance 10-18A.
7. That the required approximately 38 acres of Open Space will be dedicated to the City of St. George prior to the recordation of the final plat for Avenidas at Hidden Valley Phase 3.

Possible Motion

“I move that we approve the Avenidas at Hidden Valley Phases 3 & 4 Preliminary Plat request, Case No. 2026-PP-004, based on the findings and condition noted in the staff report.”

PLANNING COMMISSION AGENDA REPORT: 03/24/2026

| Desert Canyons Business Park Phase 1 Zone Change Zone Change (Case No. 2026-ZC-002) | |
|---|---|
| Request: | Consider a request to change the City Zoning Map from C-2 (General Commercial) to PD-C (Planned Development Commercial) with a proposed use list on approximately 53.2 acres. |
| Applicant: | Desert Canyons Development, Inc. |
| Representative: | Curt Gordon |
| Location: | Generally located south-west of Airport Parkway and north-west of Southern Parkway. |
| General Plan: | PD (Planned Development) (CRM Desert Canyon Land Use Designation) |
| Existing Zoning: | C-2 (General Commercial) |
| Surrounding Zoning: | North ASBP (Airport Supporting Business Park) |
| | South PD-R (Planned Development Residential) and CRM (Mixed-Use Commercial) |
| | East CRM (Mixed-Use Commercial) |
| | West C-2 (General Commercial) |
| Land Area: | Approximately 53.2 acres |



DESERT CANYON BUSINESS PARK



BACKGROUND:

On the Desert Canyon Master Plan, the subject property is designated CRM which is a mixed-use commercial zone and was incorporated as a land use designation in the Desert Canyon’s master plan. In 2011, the zoning designation was changed from C-RM to C-2. The city was interested in eliminating the residential element that close to the airport. As the applicant is now interested in marketing the property, they are proposing to change the zoning to a PD-C (planned Development Commercial) zone. This request is only for a initial zone change which would establish the zone along with which uses are allowed. Site specific PD amendments would be required in the future.

The property, which is approximately 53.2 acres total, is currently zoned C-2 (General Commercial). This application is to change the zone to PD-C (Planned Development Commercial) for development in the future with the Commercial designation. While the CRM designation isn’t a current land use designation, the PD-C zone with the proposed use list is consistent with uses allowed in the C-2 and C-3 zones which are currently allowed.

The applicant, in compliance with city code, is proposing a use list to accompany the request. The applicant reviewed the Commercial zones and handpicked various uses that would be in harmony with existing adjacent land-use patterns and their vision for the site as allowed by city code. The proposed use list is attached to this staff report.

ZONE CHANGE RECOMMENDATION:

Staff recommends approval of this Zone Change along with the proposed use list with the following condition:

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

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zone change to a later date.

POSSIBLE MOTION:

“I move that we forward a positive recommendation to the City Council for the zone change for Desert Canyons Business Park Phase 1, Case No. 2026-ZC-002, based on the findings and subject to the condition listed in the staff report.”

FINDINGS FOR APPROVAL:

1. That the proposed PD-C zoning designation and accompanying use list are consistent with the General Plan's PD (Planned Development) designation and the CRM Desert Canyon land use category for the property.
2. That the requested zone change from C-2 to PD-C, together with the proposed use list, maintains commercial-only development on the site, consistent with the City's 2011 decision to eliminate residential uses near the airport.
3. That the PD-C zone and selected uses provide appropriate flexibility for marketing and future development of the 53.2-acre parcel while restricting allowable uses to those already permitted in the existing C-2 and C-3 zones, ensuring no incompatible or expanded uses are introduced.
4. That the subject property is appropriately situated between Airport Supporting Business Park to the north, mixed-use commercial areas to the east and south, and additional C-2 zoning to the west, and the proposed zoning and use list are compatible with and supportive of the surrounding land-use patterns and the Desert Canyons Business Park vision.

PC 2026-ZC-002
Desert Canyons Business Park Phase 1
Zoning Map Amendment

EXHIBIT A

APPLICANT NARRATIVE & PROPOSED USE LIST



March 12, 2026

City of St. George Planning & Zoning Department
61 S Main, St. George, UT 84770

RE: Zone Change Request – Desert Canyons Business Park – Landing Zone Phase 1

To the St. George City Planning Commission and City Council,

We are pleased to submit this application for a Zone Change for the property known as the Desert Canyons Business Park Phase 1. The subject property consists of approximately **53.2 acres** currently zoned **C-2**. We are requesting a change to **PD-C (Planned Development Commercial)**.

Justification for the Request - Our Business Park property is positioned to be an important element to the expanding commercial hub for St. George City. As infrastructure for the Desert Canyons Business Park is now complete, it is important that the land-use designation reflects the trending needs of prospective users. A zone change to PD-C allows for a more cohesive, master-planned environment that accommodates a diverse range of high-value uses extending beyond strictly retail uses specified in the C-2 zone, while ensuring compatibility with the surrounding industrial and commercial developments.

Consistency with the General Plan - The General Plan currently designates this property as PDC. Our proposed PD-C use list has been carefully curated to respond to current market demand and trends. This change will:

- Support the City's economic development goals by providing a wider diversity of commercial parcel offering.
- Ensure that the Desert Canyons Business Park serves as an aesthetic and functional gateway to the City from the main access to the Airport, Airport Parkway.
- Provide a sustainable mix of services that will support the growing workforce in the area.

We have included the detailed Use List maps, and a narrative of the proposed zone change for your review. We look forward to presenting this project to the Planning Commission and working with City to ensure this development remains a benchmark for quality in St. George.

Thank you for your time and consideration of this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curt Gordon", is written over a blue circular stamp or seal.

Curt Gordon, President, Desert Canyons Development, Inc.
435-628-8787, curt@desertcanyonsdevelopment.com

Desert Canyons Business Park Phase 1

Zone Change Request Application

3.12.26

General Plan: PDC

Existing Zone: C-2

Proposed Zone: PD-C

Parcels: 53.2 acres

Zone Change Application Narrative:

Background

Desert Canyons Business Park Phase 1 (DCBP1) is an approximately 53.2 acre subdivision plat located at interchange #7 of the Southern Parkway in St. George (See Exhibit A). Desert Canyons Business Park is owned and operated by Desert Canyons Development, Inc. a Utah Corporation.

Current Condition

DCBP1 is a 13 lot approved subdivision with parcels ranging in size from 2 acres to 8.4 acres. DCBP1 accessed by Airport Parkway. All improvements have been completed and the final plat has been recorded. The current zoning is C-2. The General Plan designation is PDC.

Airport Noise Compliance

The development lies well outside (3,560' from runway) the **55 DNL (Decibel Noise Level)** contour. As this is below the standard threshold for noise mitigation, the site is considered compatible with airport operations.

FAA Part 77 Obstruction Evaluation

The site was evaluated against the "imaginary surfaces" defined in **14 CFR Part 77**. Specifically, the **Transitional Surface** (which rises at a **7:1 ratio** from the runway) was used to determine height restrictions:

- **Runway Elevation:** 2,831.7 ft MSL
- **Business Park Peak Elevation:** 2,880 ft MSL (approx. +46 ft above runway)
- **Max Permissible Elevation:** 3,033.7 ft MSL (SGU Airport Airspace Plan, p. 7, 2023)

- **Allowable Height:** A horizontal imaginary surface has been established by the airport master plan of 3,033.7' MSL in the area of the DCBP1. The highest point of the DCBP1 subdivision is 2,880 which is **153.7** feet below the imaginary surface airport threshold.

Conclusion: With a maximum ground elevation of 2,880 ft MSL, the development sits **153.7 feet below** the protected airspace. Consequently, there is no risk of a surface penetration, and the site well exceeds all safety clearances for potential obstructions.

Zone Change Proposal

The applicant has determined that a **PD-C** designation represents the best land use for this site. Accordingly, this proposal requests a zone change from **C-2 to PD-C** and will be in harmony with existing adjacent land-use patterns.

PDC Use List

Ambulance service

Amusement centers indoor (with no water activity)

Automobile parts sales (new parts only; enclosed)

Automobile rental (up to 26' in length)

Automobile repair, storage, paint, body, etc. (enclosed, GVW 14,000 lbs)

Building Materials Sales

Carpet and rug cleaning

Catering establishment

Construction Trade Service (plumbing, electrical, etc.)

Convenience markets with gas pumps

Crematorium, independent human

Educational institutions/Trade schools (no residential)

Fence, sales and service

Financial, medical and professional services

Furniture sales (new) and repair

Garden Supply and Plant Sales

Gunsmith

Hobby Garages - Subject to standards 10-17a

Household appliance sales and service

Janitor service and supply

Landscape Rock Sales (ancillary)

Light manufacturing business

Locksmith

Lodging, temporary (Hotel/motel, Bed and breakfast, Timeshare)

Mortuary

Office

Office supply, office machines sales and service

Paint or wallpaper store

Pest control and extermination

Residential Living quarters for manager/security (Up to 600 sf)

Restaurant

RV Storage - Subject to standards 10-17a

Sign sales

Storage rental units - Subject to standards 10-17a

SGU



Washington
St. George

Airport Parkway

Desert Canyons Business Park Phase 1

7

Ft. Pearce Wash

Southern Parkway

6

5

Desert Canyons Boundary

Utah

Arizona



NTS



Desert Canyons Business Park Phase 1 Location Map

SGU



DESERT CANYONS BUSINESS PARK EXISTING ZONING

PROPOSED PD-C Zone Change Application
53.2 acres
Existing Zoning: C-2

(Future Development)

C-2

(Future Development)

PD-C

7

CRM

STUDIO PKWY

SILVER SCREEN PL

BACKLOT YING

Ft. Pearce Wash

DESERT CANYONS PKWY

CARRERA WAY

A-20

DESERT SUN LOOP NEWTECH DR

PERFORMANCE DR

SOUTHERN PKWY

DESERT VERDE DR

DESERT VERDE DR

AIRPORT PKWY

DESERTI

SOUTHERN PKWY

IMPALA DR

FAIRLAKEWAY

TRITURUS DR



| NO. | DESCRIPTION | DATE | APPRO |
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PROJECT NAME: **DESERT CANYONS BUSINESS PARK**
 SHEET NAME: **EXISTING ZONING**

DESERT CANYONSTM DEVELOPMENT
 113 East 200 North #2 St. George, UT 84770
 Office : 435-628-8787 Fax: 435-628-2277
desertcanyonsdevelopment.com

DATE: 2.18.26
 PM:
 DRAWN BY:
 DESIGNED BY:
 CHECKED BY:
 JOB NO.:
 SCALE:
 SHEET NUMBER:

SGU



DESERT CANYONS BUSINESS PARK PROPOSED ZONING

PROPOSED PD-C Zone Change Application
53.2 acres

(Future Development)

PROPOSED PD-C

7

CRM

STUDIO PKWY

SILVER SCREEN PL

BACKLOT YING

PD-C

(Future Development)

SOUTHERN PKWY

Ft. Pearce Wash

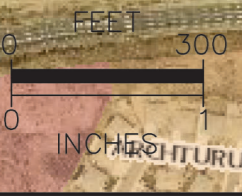
DESERT CANYONS PKWY

CARRERA WAY

A-20

IMPALA DR

FAIRLAKEWAY



| NO. | DESCRIPTION | DATE | APPRO. |
|-----|-------------|------|--------|
| | | | |
| | | | |
| | | | |

DESERT CANYONS BUSINESS PARK

PROPOSED ZONING

DESERT CANYONS
 DEVELOPMENT
 113 East 200 North #2 St. George, UT 84770
 Office: 435-628-8787 Fax: 435-628-2277
 desertcanyonsdevelopment.com

DATE: 2.18.26
 PM:
 DRAWN BY:
 DESIGNED BY:
 CHECKED BY:

JOB NO.:
 SCALE:
 SHEET NUMBER:

PC 2026-ZC-002
Desert Canyons Business Park Phase 1
Zoning Map Amendment

EXHIBIT B

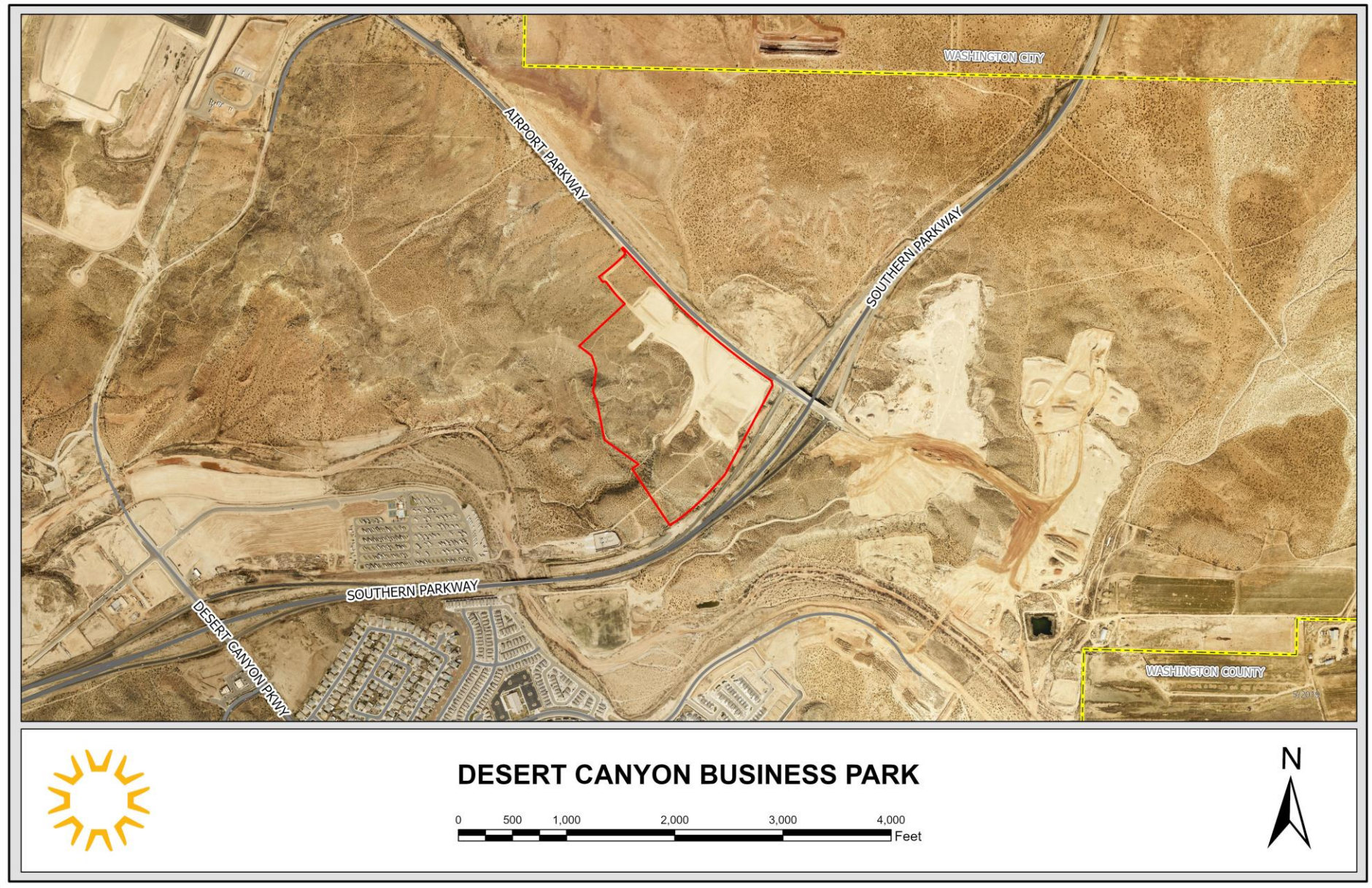
POWERPOINT PRESENTATION



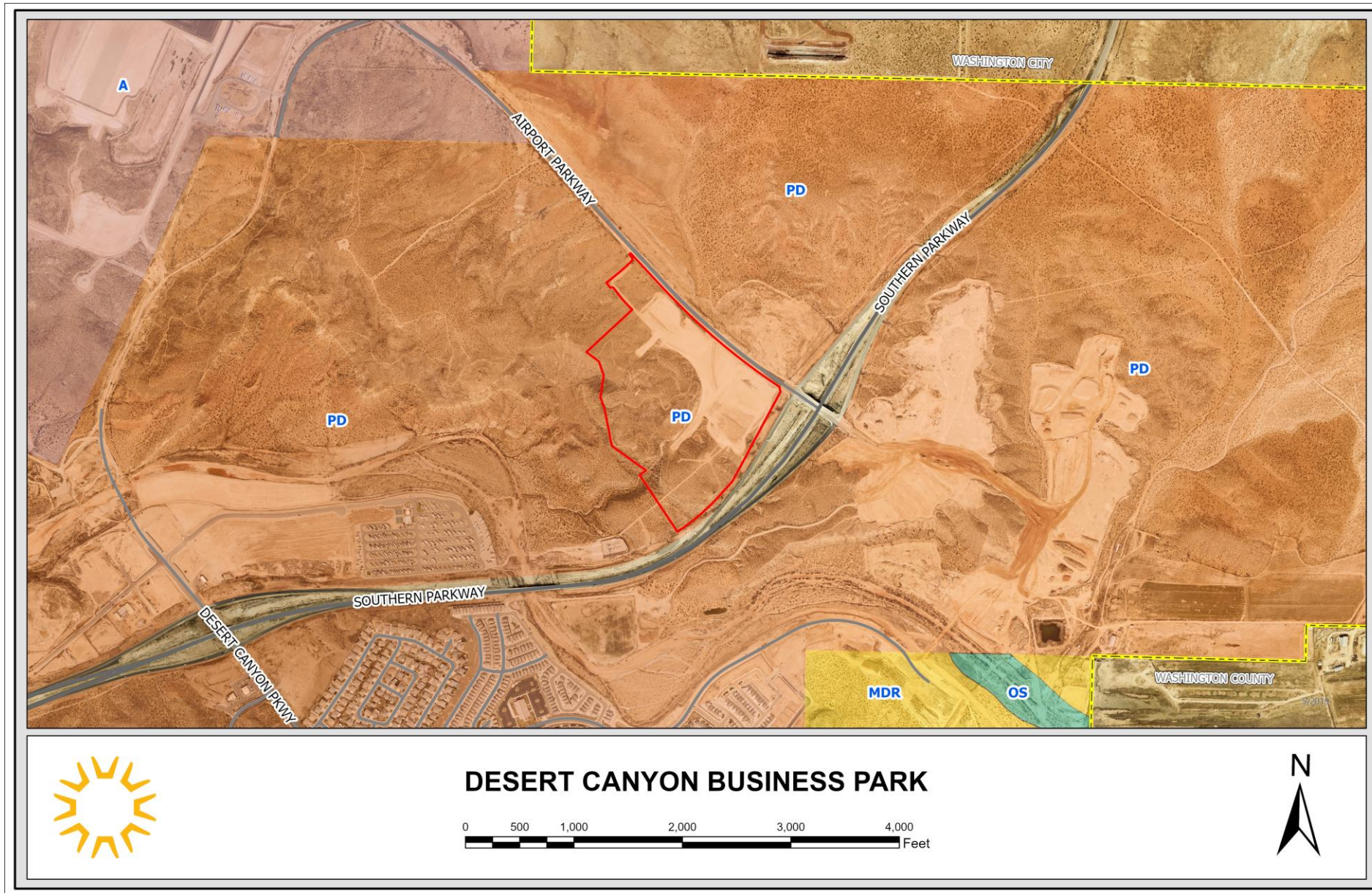
Desert Canyons Business Park Phase 1

2026-ZC-002

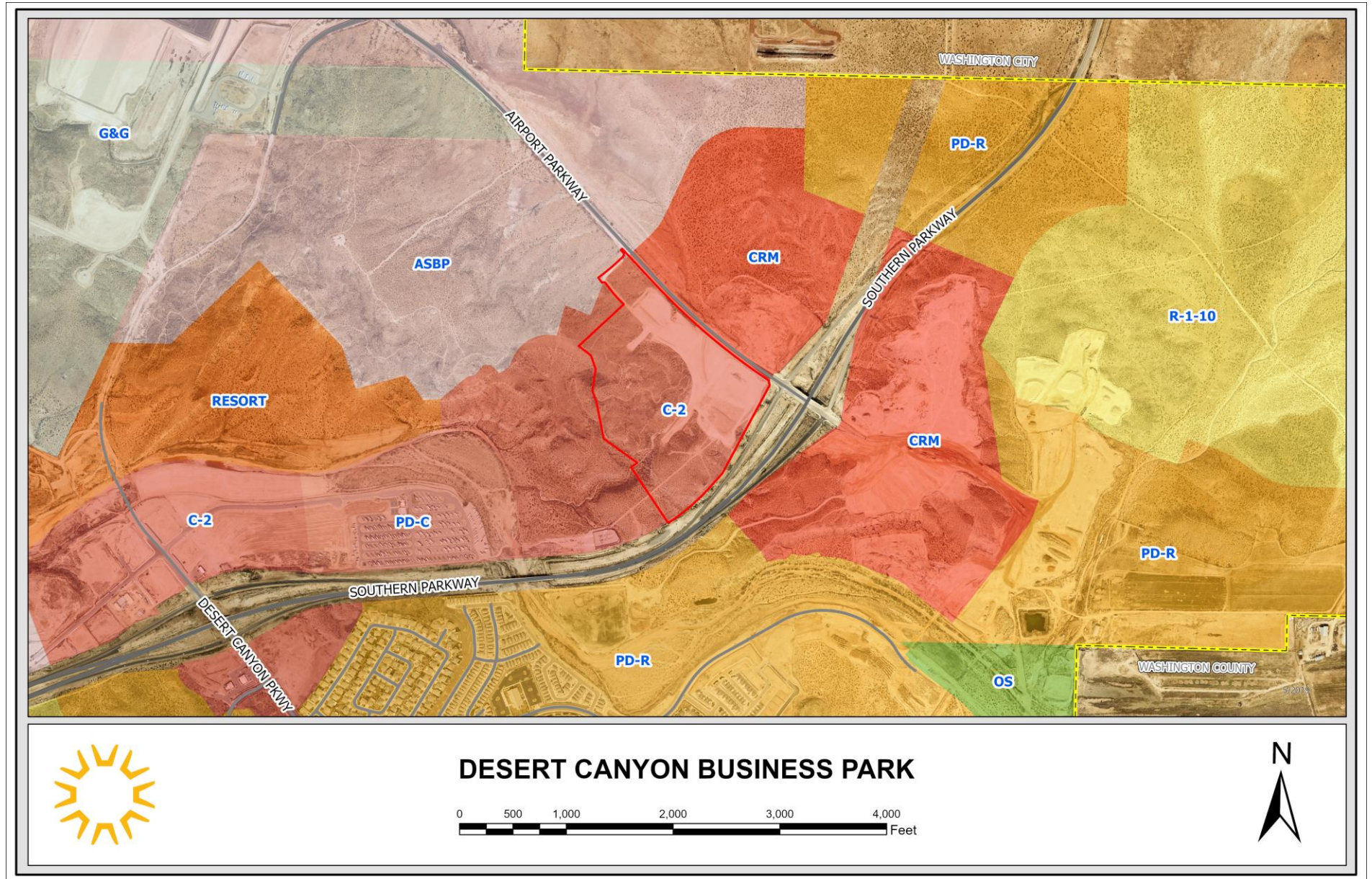
Aerial Map



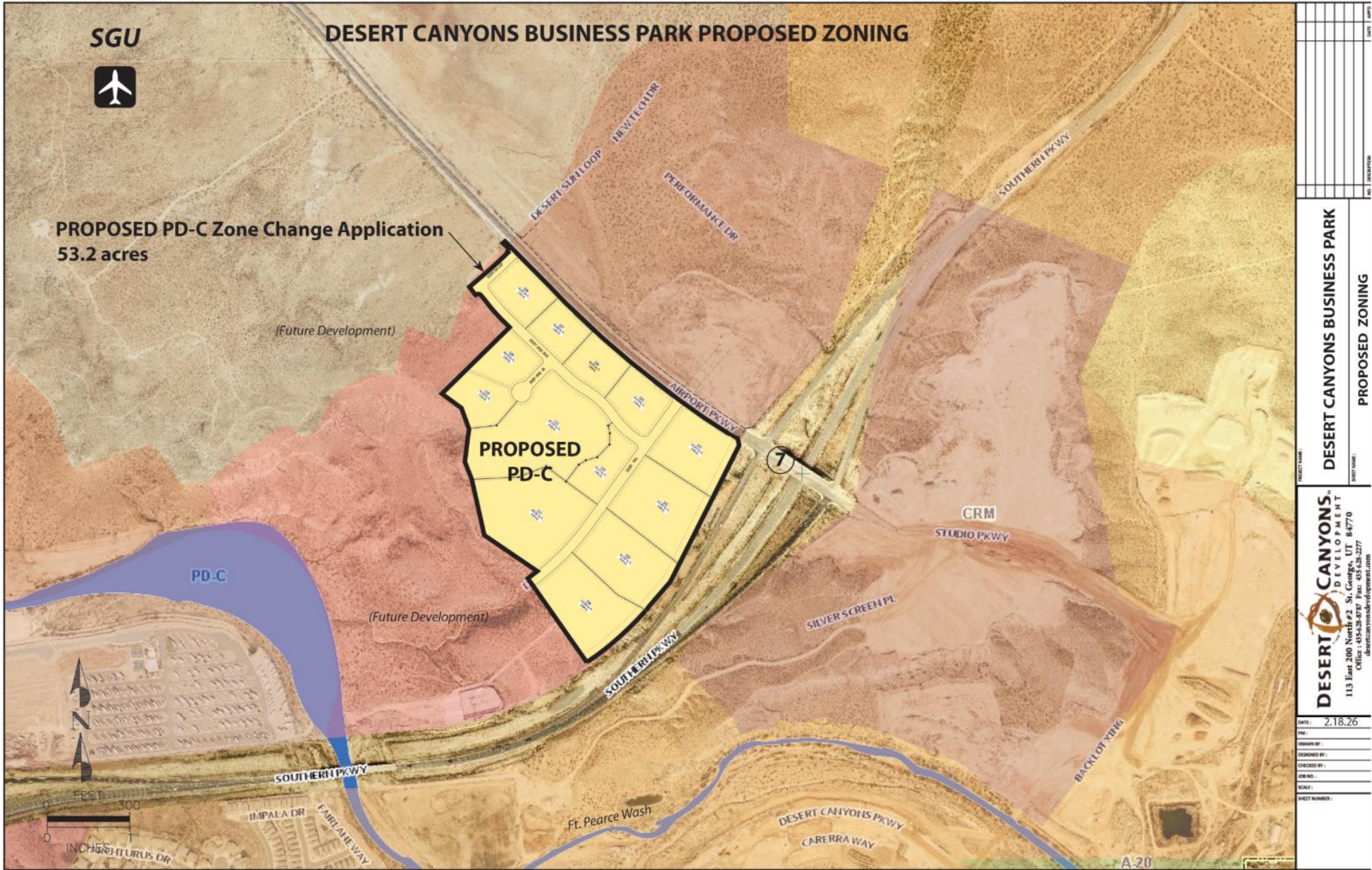
Land Use Map



Zoning Map



Proposed PD-C





Proposed Use List

PDC Use List

Ambulance service

Amusement centers indoor (with no water activity)

Automobile parts sales (new parts only; enclosed)

Automobile rental (up to 26' in length)

Automobile repair, storage, paint, body, etc. (enclosed, GVW 14,000 lbs)

Building Materials Sales

Carpet and rug cleaning

Catering establishment

Construction Trade Service (plumbing, electrical, etc.)

Convenience markets with gas pumps

Crematorium, independent human

Educational institutions/Trade schools (no residential)

Fence, sales and service



Proposed Use List

Financial, medical and professional services

Furniture sales (new) and repair

Garden Supply and Plant Sales

Gunsmith

Hobby Garages - Subject to standards 10-17a

Household appliance sales and service

Janitor service and supply

Landscape Rock Sales (ancillary)

Light manufacturing business

Locksmith

Lodging, temporary (Hotel/motel, Bed and breakfast, Timeshare)



Proposed Use List

Mortuary

Office

Office supply, office machines sales and service

Paint or wallpaper store

Pest control and extermination

Residential Living quarters for manager/security (Up to 600 sf)

Restaurant

RV Storage - Subject to standards 10-17a

Sign sales

Storage rental units - Subject to standards 10-17a

Recommendation

Staff recommends approval of this Zone Change along with the proposed use list with the following condition:

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

Possible Motion

“I move that we forward a positive recommendation to the City Council for the zone change for Desert Canyons Business Park Phase 1, Case No. 2026-ZC-002, based on the findings and subject to the condition listed in the staff report.”

| Crimson Heights Behavioral Health Zone Change (Case No. 2025-ZCA-022) | |
|--|---|
| Request: | Consider a request to change the City zoning map from R-3 (Multiple-Family Residential) to PD-C (Planned Development Commercial) on approximately 0.80 acres. |
| Applicant: | Rosenberg and Associates |
| Representative: | Rob Reid and Scott Schaper |
| Location: | 691 South 300 East Street |
| General Plan: | DTCN (Downtown Connected Neighborhood) |
| Existing Zoning: | R-3 (Multiple-Family Residential) |
| Surrounding Zoning: | North R-3 (Multiple-Family Residential) |
| | South R-1-8 (Single-Family Residential, 8,000 sq ft lots) |
| | East R-1-8 (Single-Family Residential, 8,000 sq ft lots) |
| | West R-3 (Multiple-Family Residential) |
| Land Area: | Approximately 0.83 acres |



BACKGROUND:

This building was constructed in 1975 and was originally owned by the LDS Corporation of the President of the Church until 2007, when it was sold to the Washington County Board of Education. Although currently zoned R-3 Multiple-Family Residential, the building has never been used for residential purposes. Instead, it has served as a seminary building for Dixie High School students and as a ROTC location. The Washington County School District sold the building in 2025.

This is a request to change the zone to PD-C (Planned Development Commercial). The applicant intends to utilize the location as a therapeutic and educational facility that supports children, youth and young adults with developmental, behavioral, and mental health needs.

SITE:

The site is fully developed. The applicant is updating the landscape and the exterior of the building. They are also adding a one-way access with parallel parking on the north side of the building.

The building is 8,229 square feet. Based on a calculation of one space per 250 square feet, the site is required to have 33 parking spaces.

There is a development agreement to be heard with this zone change to address the specific number of parking spaces needed for the behavioral health center to operate. Please see the detailed information from that agreement below:

3.1.3 Compliance With Requirements. The following is an analysis of the Project's compliance with the requirements of the General Plan and the Code that was utilized by the City Council in making its final approval of the Amendment Application.

A. PD-C Zone. The provisions of the PD-C Zone, will be met by the Project with the exception being the number of parking stalls provided. Typical required parking in a PD commercial zone outside of the Central Business District is one space for every 250 sq ft of building area. This would equate to 33 required stalls for this building size. This facility is being developed to handle a maximum of 45 clients. The staff to client ratio is 1:3, therefor maximum staff count is 15. The clients don't drive due to having developmental disabilities. Administrative services are provided out of a nearby separate building located at 348 E 600 South in St. George. Parking requirements set forth by the ADA will be met.

Parking Required for Staff: 15

Required Handicap Parking: 1 (van accessible)

Visitor Spaces: 9

Total Approved Parking Spaces: 25 < 33

B. Development Agreement Approval Requirements. The development requirements of Title 10 of the Code will be met with the exception detailed in 3.1.3.A above, which constitute all of the requirements for the approval of this Agreement:

C. This Agreement has been reviewed and considered in accordance with the provisions of Title 10 of the Code and meets all applicable requirements of that Section, the exception being Chapter 19 of the zoning regulations, Off-Street Parking.

Please see the zoning requirement details below:

| Zoning Requirements | | | |
|--|-----------------------|---|--|
| Regulation | Section Number | Proposal | Staff Comments |
| Setbacks | 10-8D-6 | Existing Building: Front: 40'5" Side (north): 35' Side (south/street): 27' Rear: 108'11" | The required setbacks are: Front: 20' Side: 20' Rear: 20' |
| Temporary Buildings, including Cargo Containers | 10-8-4 | None | N/A |
| Pedestrian Circulation Plan | 10-8-6 | The site plan provided shows pedestrian access. | This meets requirements. |
| Uses | 10-8D-2 | Financial, medical or professional services facility | PD-Cs can request uses allowed in the commercial use list; this use is allowed in C-1, C-2, C-3 and C-4 |
| Height and Elevation | 10-8D-2 | The proposed maximum height is 22" | The PD-C zone allows 50' height. This meets regulations. |
| Phasing Plan | 10-8D-2 | No phasing proposed. | N/A |
| Landscape Plan | 10-8D-2 | The narrative states approx. 36% of the land area will be landscaped. | This will be verified for code compliance at the time of site plan approval. |
| Utilities | 10-8D-2 | The utilities are in place as this is an existing building. | N/A |
| Signs | 10-8D-2 | No signage is being proposed currently. | Any signage will meet the requirements of the sign code. |
| Lighting | 10-8D-2 | A photometric plan was provided; it appears to meet code. | This will be verified for code compliance at the time of site plan approval. |
| Solid Waste | 10-8D-6 | The site plan shows a solid waste location as well as details for the enclosure. | The location and enclosure appear to meet code. |
| Buffer Protection of Residential Property | 10-8D-6 | The site plan shows a landscaped, 10' buffer adjacent to the residential property to the north and a 20' landscape buffer adjacent to the | The applicant will need to install a 6' block wall on the east side adjacent to the R-3 zoning as condition to this zone change. <i>Required in Certain Areas:</i> In all administrative and professional office , commercial, and |

| | | | |
|------------------------------|---------|---|---|
| | | residential property to the east. There is a block wall on the west property line next to R-3 zoning. | manufacturing zones being <u>adjacent</u> to a residential zone of any type, or in multiple- <u>family</u> or <u>planned development</u> zones having a common <u>lot line</u> with a residential zone, a minimum six foot (6') high solid <u>fence</u> shall be required but shall be reduced to four feet (4') in height inside the front <u>setback</u> area. A minimum ten foot (10') wide planting strip along the adjoining property line is required for PD-commercial development that adjoins any <u>lot</u> or <u>parcel</u> of ground in any residential zone. |
| Overlay Zones | 10-13 | None | N/A |
| Parking | 10-19-5 | The applicant is showing 25 parking stalls for the building. | This project requires 33 parking spaces for the building. There is a development agreement with this zone change to address parking. |
| EVCS And Bike Parking | 10-19-6 | They are not showing bike racks or electric vehicle charging station. | Regulations require 2 bike spaces and conduit for 1 EVCS. |

RECOMMENDATION:

Staff recommends approval of this zone change with the following conditions:

1. A six-foot-high block wall shall be constructed along the west property boundary to provide buffering for the adjacent residential property.
2. The existing block wall along the north property boundary shall be increased to a height of six feet up to the front setback line. Within the front setback, the wall shall step down to a maximum height of four feet to provide buffering for the adjacent residential property.
3. The access point from 300 East shall be designated as one-way access and clearly marked with painted directional arrows.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

“I move that we forward a positive recommendation to the City Council for the Crimson Heights Behavioral Health zone change as presented, case no. 2025-ZC-022, including the conditions and based on the findings listed in the staff report.”

FINDINGS FOR APPROVAL:

1. The proposed zone change meets the zone-change application requirements found in Section 10-8D-6.
2. The proposed project aligns with the general plan designation.

Exhibit A
Applicant's Narrative

CRIMSON HEIGHTS BEHAVIORAL HEALTH

691 SOUTH 300 EAST, ST. GEORGE, UTAH 84770

1.0 INTRODUCTION

Crimson Heights Behavioral Health is proposing to change the zoning of a 0.80 acre property located at the intersection of 600 South and 300 East Streets from R-3 to Planned Development (PD) Commercial. It is the intent of the applicant to use this property along with the existing building and parking lot as a behavioral health center.

This written text will address the requirements of Title 10 of the City of St. George Zoning Ordinance, in the order outlined therein.

2.0 USE OF LAND

The proposed development will serve as the **Crimson Heights Behavioral Health Center**, a therapeutic and educational facility supporting children, youth, and young adults with developmental, behavioral, and mental health needs. This use is permitted in a PD-C zone as personal instruction service.

The facility will provide a professional, community-based environment offering evidence-based, person-centered services.

2.1 Primary Uses Include:

- Clinical offices for licensed behavioral health professionals
- Therapy rooms for individual and group sessions
- Skills training areas for socialization, daily living, and vocational preparation
- Conference and staff training rooms
- Secure outdoor therapeutic activity area

This facility will operate **Monday through Friday, 8:00 a.m. to 6:00 p.m.** No residential, inpatient, or overnight services will occur on the premises.

2.2 Land Use Areas

Total Land Area: 34,848 sq ft (0.80 acres)

Building Footprint Area: 8,229 sq ft covering 23.6% of the total land area

Landscape Coverage Area: 12,777 sq ft covering 36.0% of the total land area

Hardscape/Parking Area: 13,842 sq ft covering 39.7% of the total land area

2.3 Parking

Typical required parking in a PD commercial zone outside of the Central Business District is based off 1 space for every 250 sq ft of building area. This would equate to 33 required stalls for this building size. This facility is being set up to handle a maximum of 45 clients. The staff to client ratio is 1:3, therefore maximum staff count is 15. The clients don't drive due to having developmental disabilities. Administrative services are provided out of a nearby separate building located at 348 E 600 South in St. George.

Parking Required for Staff: 15 spaces

Required Handicap Parking: 1 space (van accessible)

Visitor Spaces: 9 spaces

Total Proposed Parking Spaces: 25 spaces

3.0 BUILDING HEIGHT AND ELEVATIONS

The existing building is 25 feet tall with a red brick facia.

4.0 PROJECT DENSITY

The project reuses the existing structure with internal renovation and exterior modernization to meet city design and code standards while maintaining the existing footprint and site layout. No part of the existing building will be used as a dwelling unit.

5.0 OPEN SPACES WITHIN THE PROPOSED PROJECT LIMITS

No areas are currently being reserved as open space. The project includes a **private outdoor therapeutic area** for small-group activities and experiential learning. This area will be securely

enclosed, landscaped, and designed to create a calm, restorative environment that complements the behavioral health services offered.

6.0 PHASING PLAN

This project will be constructed in two phases to be completed within six (6) months of permit issuance.

Phase 1 – Interior and Exterior Renovation (0–3 Months):

- Interior tenant improvements for therapy and administrative use
- Mechanical, electrical, plumbing, and fire system upgrades
- ADA compliance upgrades and restroom modifications
- Initial landscaping, irrigation, and parking refinements

Phase 2 – Site Enhancements (3–6 Months):

- Construction of outdoor therapeutic and landscaped areas
- Final exterior finishes, signage, and lighting installations
- Completion of parking lot surfacing and striping
- Final landscape detailing and tree trimming

All work will be completed in accordance with the **City of St. George Building Department, Fire Department, and Planning Division** requirements.

7.0 TOPOGRAPHY

The site slopes generally from the northwest to southeast at approximately 2.0%. Stormwater is conveyed offsite by way of curb & gutter where it discharges to the St. George storm drain system. The site is not in a special flood hazard area and is located in Zone X, per FIRM 49053C1027G.

8.0 LANDSCAPE PLAN

Existing landscaping consists of lawn, trees and gravel areas. The existing lawns abutting the front property lines along 300 E. Street and 700 S. Street will be removed and replaced with desert landscaping. Approximately 2,274 sq ft of landscaping will be removed near the northwest corner of the site to make way for a new driveway and parking lot aisle that will provide access to 300 E. Street.

A site landscape plan denoting plant layout and materials will be submitted with the construction plans.

9.0 AREA RESERVED FOR LANDSCAPING

As noted in Section 2.0, approximately 36.0% of the total land area will be landscaped.

10.0 UTILITIES

Utilities serving the site will remain unchanged as part of this project.

11.0 REFUSE STORAGE AREAS

The existing concrete pad used for the trash bin will be expanded to accommodate a new trash enclosure consisting of a masonry block wall so that the bin will not be visible from the public streets. Refer to the construction plans for the location of the new trash enclosure.

12.0 LIGHTING PLAN

The existing lighting for the site and building will remain unchanged.

13.0 ACCESS AND TURNING SPACE

The site is currently accessed by way of a driveway off 700 S. Street. Additional access to the site will be provided by way of a new driveway and aisle off 300 E. Street. The new driveway and access layout can be seen as part of the site plan to be submitted with the construction plan set.

The site layout as proposed on the Zone Change Site Plan has provided for safe and convenient turning space for cars, public utility maintenance vehicles, firefighting equipment, etc.

14.0 SIGNING

New site signing will follow the requirements of the City's sign permit.

Exhibit B Use List



Proposed Uses

The building will be used as a financial, medical or professional services facility.

Exhibit C

PowerPoint Presentation

Crimson Heights Behavioral Health



2025-ZC-022



Location



General Plan



Zoning

Proposed Use List:

Financial, medical or professional services facility

Narrative:

The proposed development will serve as the Crimson Heights Behavioral Health Center, a

therapeutic and educational facility supporting children, youth, and young adults with

developmental, behavioral, and mental health needs. This use is permitted in a PD-C zone as

personal instruction service.

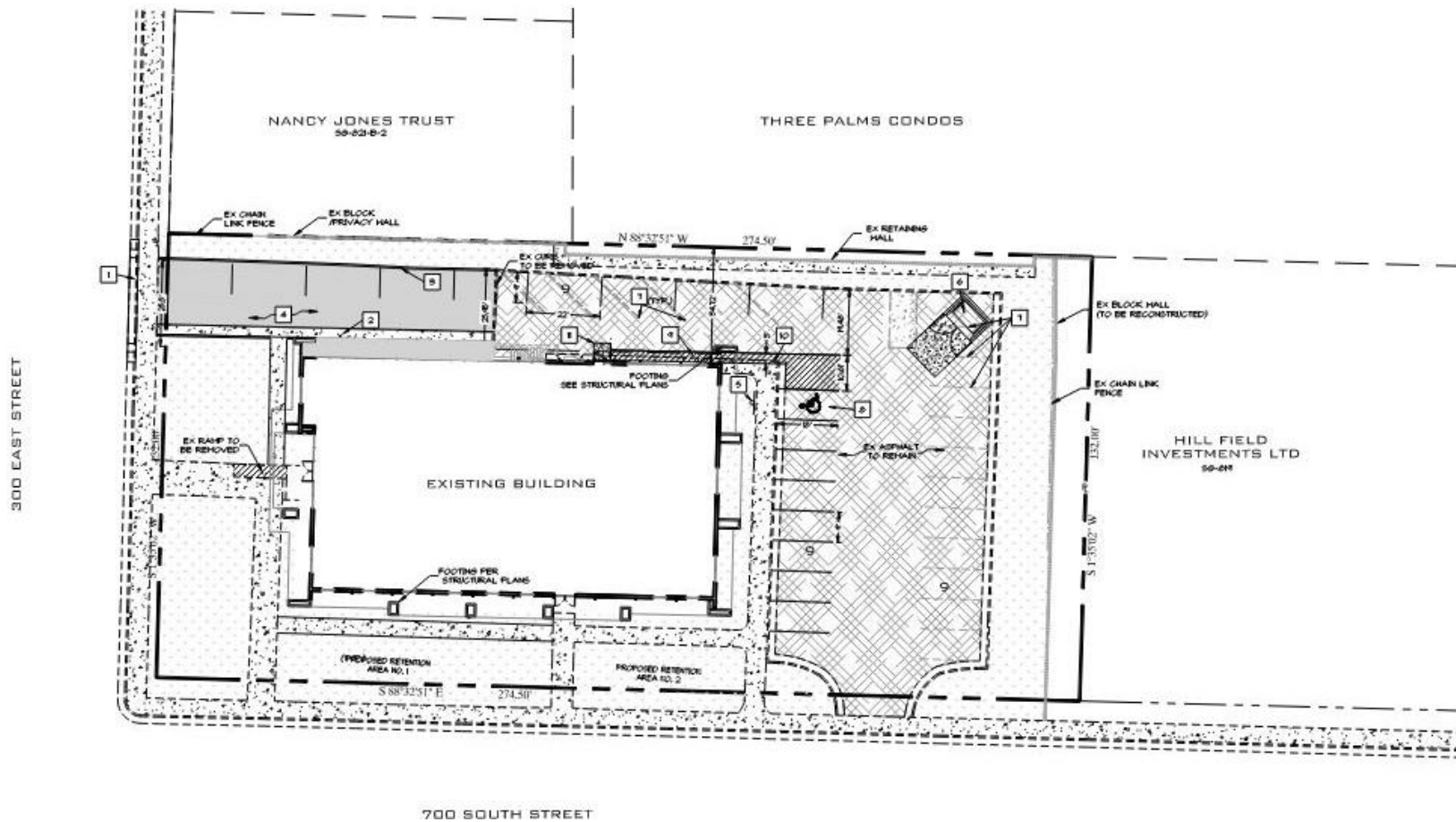
The facility will provide a professional, community-based environment offering evidence-based,

person-centered services.

2.1 Primary Uses Include:

- Clinical offices for licensed behavioral health professionals
- Therapy rooms for individual and group sessions
- Skills training areas for socialization, daily living, and vocational preparation
- Conference and staff training rooms
- Secure outdoor therapeutic activity area

Site Plan



PARCEL: EY 58-020
 LAT. FLOWERS LONG - 805668
 ORIENT ZONE: RESIDENTIAL (R2)
 PROPOSED ZONE: PLANNED DEVELOPMENT COMMERCIAL (PD-C)

TOTAL PARCEL AREA: 0.80 ACRES (34640 SQ. FT.)

TOTAL BUILDING AREA:
 FOOTPRINT: 8,224 SQ. FT.

LOT COVERAGE:
 BUILDING: 22.24%
 HARD SURFACE: 15.42%
 LANDSCAPE: 12.71%

BUILDING CONSTRUCTION: MASONRY
 PROPOSED LAND USE: RECREATIONAL HEALTH

PARKING CALCULATIONS

1 SPACE FOR EACH 250 SF OF FLOOR AREA. CHANGE OF USE FOR AN EXISTING BUILDING DOES NOT REQUIRE ADDITIONAL PARKING. 1 ADA STALL PER 25 STANDARD STALLS

REQUIRED PARKING STALLS: $8,224/250 = 32.90 \rightarrow 33$
 REQUIRED ADA PARKING STALLS: $33 / 2 = 2$
 PROVIDED PARKING STALLS: 27
 PROVIDED ADA PARKING STALLS: 1 (VAN)

ACCESSIBLE NOTES

1. ALL LANDINGS AT DOORWAYS AND STAIRWAYS TO COMPLY WITH ICC 1008.5.4 - 1008.5.4.4
2. ACCESSIBLE PARKING SPACES MUST BE SLOPED 1/40 IN ALL DIRECTIONS AT ADA-REQUIRED PARKING SPACES, LOADING ZONES AND ACCESS ISLES.
3. THE RIMMING SLOPE OF PAVING SURFACES AT ACCESSIBLE SPACES SHALL NOT BE STEEPER THAN 1:20 (5.00%) AND THE CROSS SLOPE OF A PAVING SURFACE SHALL NOT BE STEEPER THAN 1:40 (2.50%).
4. ALL SIDEWALKS SHALL HAVE A 2.00% CROSS SLOPE.

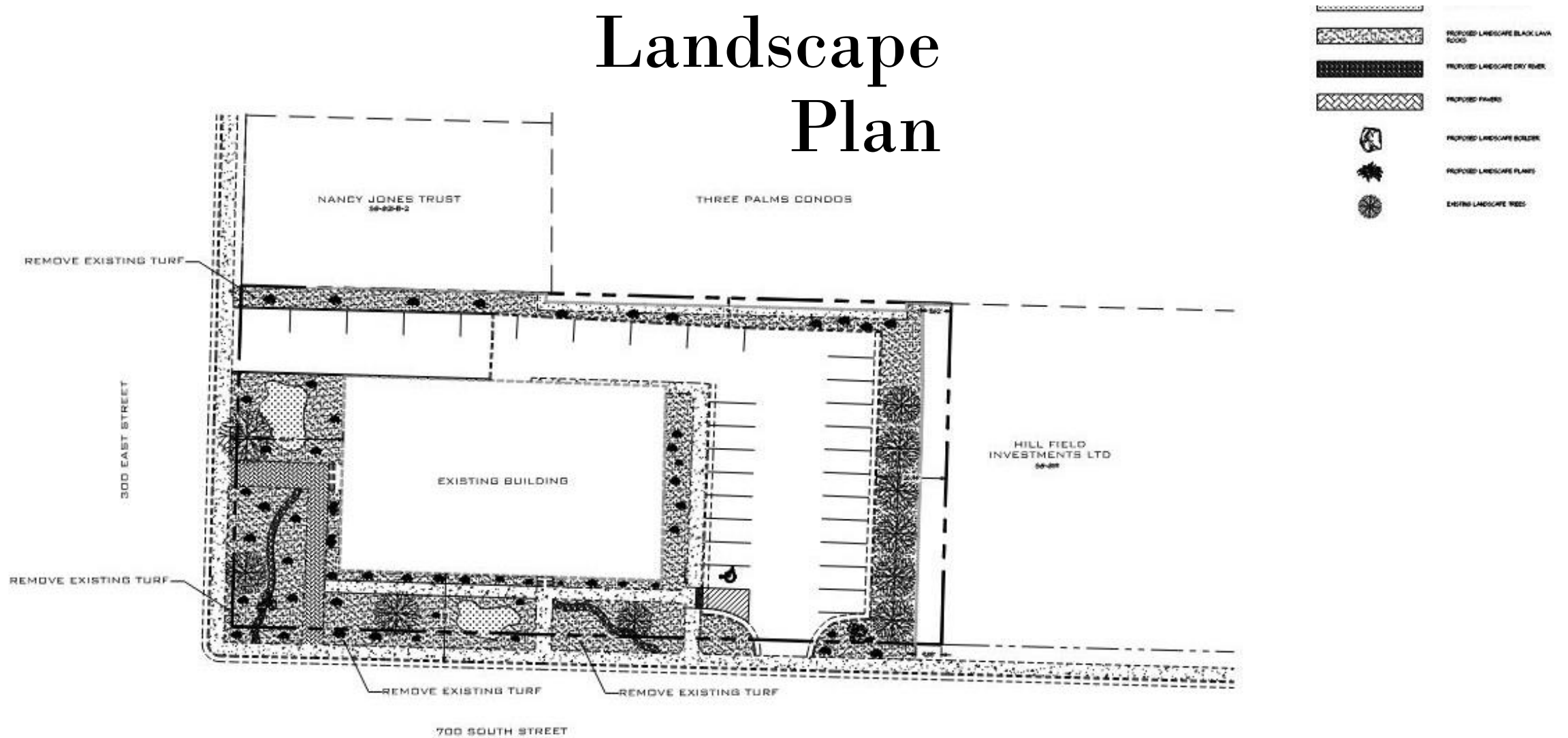
LEGEND

| | |
|--|-----------------------------------|
| | PROPERTY LINE |
| | PROPOSED CURB & GUTTER |
| | EXISTING CURB & GUTTER |
| | EXISTING ASPHALT |
| | PROPOSED ASPHALT PAVEMENT |
| | PROPOSED CONCRETE/SEMI-PAVEMENT |
| | PROPOSED LANDSCAPE |
| | NUMBER OF STANDARD PARKING SPACES |
| | SITE SIGNAGE - REFER TO PLAN |
| | EXISTING RETAINING WALL |
| | PROPOSED ADA ROUTE |

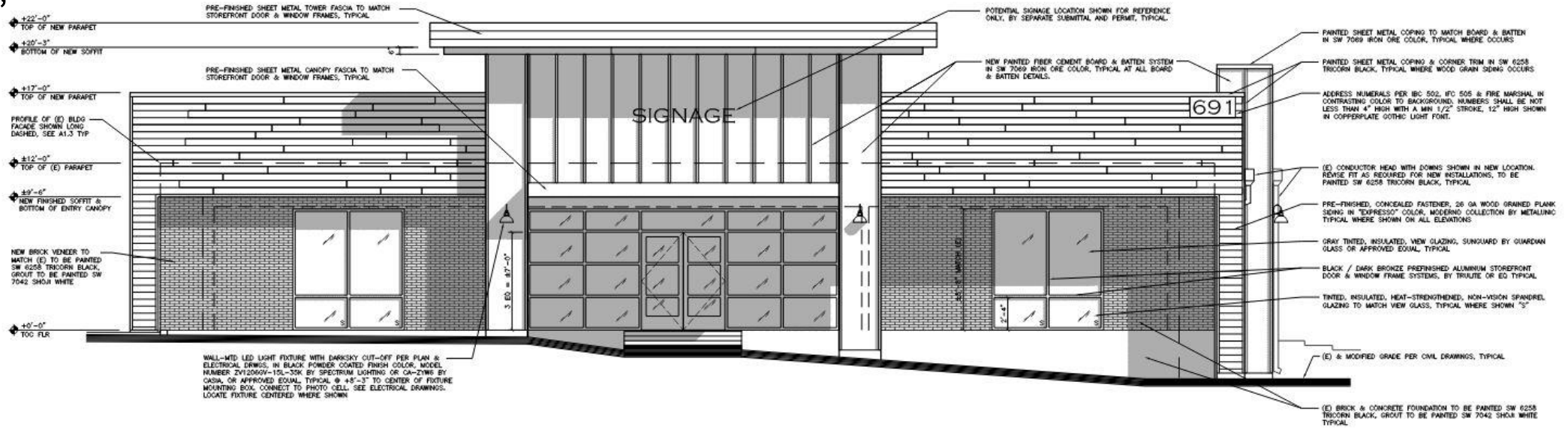
CONSTRUCTION NOTES

1. CONSTRUCT NEW CURB BRIDGE PER CITY OF ST. GEORGE STD. DNA 162
2. CONSTRUCT NEW VALLEY GUTTER PER DETAIL A(2)
3. CONSTRUCT NEW 6" PARKING LOT CURB PER DETAIL B(2)
4. CONSTRUCT NEW 5.5" ASPHALT PAVEMENT OVER 12" BASE
5. INSTALL HANDICAP SIGN PER DETAIL C(2)
6. CONSTRUCT TRASH ENCLOSURE PER DETAIL D(2)
7. REMOVE EXISTING PARKING STALL STRIPING
8. PROPOSED ADA PARKING PER DETAIL, XXXX SHEET XXX
9. PROPOSED 5.0' WIDE ADA PATH OF TRAVEL TO BUILDING
10. REMOVE EXISTING CONCRETE CURB
11. 5.0' X 5.0' CONCRETE LANDING

Landscape Plan



22'



PROPOSED WEST ELEVATION - FACING 300 EAST STREET

1/4"=1'-0"



PROPOSED SOUTH ELEVATION - FACING 700 SOUTH STREET

1/24/21-07





PROPOSED NORTH ELEVATION - FACING RESIDENTIAL

1/4"=1'-0"



PROPOSED EAST ELEVATION - FACING EXISTING PARKING LOT

1/8"=1'-0"

Development Agreement

- A. PD-C Zone. The provisions of the PD-C Zone, will be met by the Project with the exception being the number of parking stalls provided. Typical required parking in a PD commercial zone outside of the Central Business District is one space for every 250 sq ft of building area. This would equate to 33 required stalls for this building size. This facility is being developed to handle a maximum of 45 clients. The staff to client ratio is 1:3, therefore maximum staff count is 15. The clients don't drive due to having developmental disabilities. Administrative services are provided out of a nearby separate building located at 348 E 600 South in St. George. Parking requirements set forth by the ADA will be met.

Parking Required for Staff: 15

Required Handicap Parking: 1 (van accessible)

Visitor Spaces: 9

Total Approved Parking Spaces: 25 < 33

Development Agreement

- B. Development Agreement Approval Requirements. The development requirements of Title 10 of the Code will be met with the exception detailed in 3.1.3.A above, which constitute all of the requirements for the approval of this Agreement:
- C. This Agreement has been reviewed and considered in accordance with the provisions of Title 10 of the Code and meets all applicable requirements of that Section, the exception being Chapter 19 of the zoning regulations, Off-Street Parking.

Possible Motions

“I move that we forward a positive recommendation to the City Council for the Crimson Heights Behavioral Health zone change as presented, case no. 2025-ZC-022, including the conditions and based on the findings listed in the staff report.”

“I move that we forward a recommendation of approval of the development agreement for the Crimson Heights Behavioral Health to the City Council, Case No 2025-DA-005 as presented.”

PLANNING COMMISSION AGENDA REPORT:

03/24/2026

| Crimson Heights Behavioral Health Development Agreement Development Agreement (Case No. 2025-DA-005) | |
|---|--|
| Request: | Consider approval of a development agreement for the Crimson Heights Behavioral Health |
| Applicant: | Rosenberg and Associates |
| Representative: | Rob Reid and Scott Scharper |
| Location: | 691 South 300 East Street |
| General Plan: | DTCN (Downtown Connected Neighborhood) |
| Existing Zoning: | R-3 (Multiple-Family Residential) |
| Surrounding Zoning: | North R-3 (Multiple-Family Residential) |
| | South R-1-8 (Single-Family Residential, 8,000 sq ft lots) |
| | East R-1-8 (Single-Family Residential, 8,000 sq ft lots) |
| | West R-3 (Multiple-Family Residential) |
| Land Area: | Approximately 0.83 acres |



BACKGROUND:

This development agreement is to accompany the proposed zone change from R-3 (Multiple-Family Residential) to PD-C (Planned Development Residential) for a behavioral health center (Case 2025-ZC-022).

The development agreement addresses the total number of parking spaces needed for the behavioral health center to operate. Below are the sections that regulate the specific items mentioned above:

1. In Section 3.1.3 it reads:

3.1.3 Compliance With Requirements. The following is an analysis of the Project's compliance with the requirements of the General Plan and the Code that was utilized by the City Council in making its final approval of the Amendment Application.

A. PD-C Zone. The provisions of the PD-C Zone, will be met by the Project with the exception being the number of parking stalls provided. Typical required parking in a PD commercial zone outside of the Central Business District is one space for every 250 sq ft of building area. This would equate to 33 required stalls for this building size. This facility is being developed to handle a maximum of 45 clients. The staff to client ratio is 1:3, therefore maximum staff count is 15. The clients don't drive due to having developmental disabilities. Administrative services are provided out of a nearby separate building located at 348 E 600 South in St. George. Parking requirements set forth by the ADA will be met.

Parking Required for Staff: 15

Required Handicap Parking: 1 (van accessible)

Visitor Spaces: 9

Total Approved Parking Spaces: 25 < 33

B. Development Agreement Approval Requirements. The development requirements of Title 10 of the Code will be met with the exception detailed in 3.1.3.A above, which constitute all of the requirements for the approval of this Agreement:

C. This Agreement has been reviewed and considered in accordance with the provisions of Title 10 of the Code and meets all applicable requirements of that Section, the exception being Chapter 19 of the zoning regulations, Off-Street Parking.

RECOMMENDATION:

Staff recommends approval of this development agreement as written.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table or Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:

"I move that we forward a recommendation of approval of the development agreement for the Crimson Heights Behavioral Health to the City Council, Case No 2025-DA-005 as presented."

FINDINGS FOR APPROVAL:

1. The proposed uses are permitted uses found in the PD-C zone.
2. The proposed project meets the Planned Development Commercial general requirements found in Section 10-8D-2.

Exhibit A

Development Agreement

When Recorded Return to:
St. George City Attorney
175 North 200 East
St. George, Utah 84770
Parcel No: SG-820

Crimson Heights Behavioral Services DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ___ day of _____ 20___, ("Effective Date") by and between Crimson Estates LLC, a Utah limited liability company, and/or assigns ("Developer") for land to be included in or affected by the project located or described as SG-820 with an address of 691 S 300 E, St. George, Utah 84770, and the City of St. George, a municipal corporation of the State of Utah and political subdivision of the State of Utah ("City") by and through the City Council as the legislative body. Developer and the City are individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

- A. Developer owns or controls approximately 0.83 acres of real property located within the jurisdictional limits of the City of St. George, Utah which is more particularly described in **Exhibit A** ("Property"), on which Developer has proposed and/or received development approval for the development of a Planned Development Commercial ("PD-C") known as Crimson Heights Behavioral Health.
- B. As a condition of approval of the Project, Developer is entering into this Agreement for the purpose of setting forth the terms and conditions of the approval, that correspond with the change of zoning from R3 to PD-C, as required.
- C. Developer has designed and shall develop the Project in a manner that is consistent with the objectives of the City's General Plan and long-range development objectives; and
- D. Developer has proposed, and the City has accepted the plan for building rehabilitation and change of use contained herein ("Development Plan") which addresses and satisfies the condition of approval placed on the Project by the City Council.
- E. The City, acting pursuant to its authority under UTAH CODE § 10-20-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.
- F. Developer has accepted the conditions of approval and the terms set forth in this Agreement and has agreed to abide by each and every term.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

SECTION 1: DEFINITIONS

- 1.1 “Administrative Amendments” has the meaning set forth in Section 2.8.2
- 1.2 “Allowed Uses” means the allowed, low impact permit, conditional, and temporary uses provided for in Section 2.2 herein below.
- 1.3 “Building Permit” means a permit issued by the City pursuant to the requirements of the Code, Uniform Building Code, and related building codes as applicable, including permits for grading, footings and foundations and construction of other improvements.
- 1.4 “City” means the City of St. George, a municipal corporation of the State of Utah. The City has entered into this Agreement as a Party acting by and through its City Council.
- 1.5 “City Council” means the City Council of the City of St. George which is a six-member Council comprised of the Mayor and five Council members.
- 1.6 “Code” means Chapter 10 of the City Code. All references to sections of the Code shall mean those relevant sections within the codified City Code.
- 1.7 “Construction Plan” means the maps or drawings accompanying a final Plat or Final Site Plan and showing the specific location and design of improvements to be installed on the site of the Project in accordance with the conditions of approval of the Final Site Plan or Plat.
- 1.8 “Developer” means (name) a Utah (corporate structure), its affiliate entities, and its successors, assignees, or transferees.
- 1.9 “Director” means the Community Development Director.
- 1.10 “Effective Date” means the effective date of the City Ordinance that approves this Agreement.
- 1.11 “Event of Default” has the meaning set forth in Section 5.
- 1.12 “Land Use Laws” shall mean Title 10, Chapter 20 of the Utah Code and Title 10 of the City Code collectively along with all relevant federal and state case law.
- 1.13 “Planning Commission” means the St. George City Planning Commission.

- 1.14 “Project” means the (name and type of project) approved (state when approved).
- 1.15 “Property” means that real property referenced in Section 2.1
- 1.16 “Staff” means the planning, engineering, survey, and legal staff of the City which may have a part in development approval.
- 1.17 “Substantial Amendment” has the meaning set forth in Section 2.8.1.

SECTION 2: APPROVED USE, DENSITY, GENERAL CONFIGURATION AND DEVELOPMENT STANDARDS AFFECTING THE PROJECT

- 2.1 The Property. The legal description of the Property contained within the Project boundaries, and which is subject to this Agreement is attached hereto as **Exhibit A** and incorporated by reference herein. No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.
- 2.2 Approved Use, Density & Configuration. The approved use of the Property under this Agreement is the operation of behavioral health and medical services, including treatment and support services for youth and young adults with behavioral challenges, autism, and developmental disabilities.

The Project consists of a commercial medical building to be used for behavioral health services and shall be developed in substantial conformance with plans reviewed and approved by the City. The project reuses the existing structure with internal renovation and exterior modernization while maintaining the existing footprint.

- 2.3 Development Plan. The Developer will elevate the height of the roofline to 22 feet, as reflected in approved architectural plans, add property access from 300 East Street, alter existing landscaping, re-stripe parking lot and add a trash enclosure as shown in **Exhibit B**. All other architectural, site design, and construction elements shall comply with applicable City standards unless otherwise approved.
- 2.4 Specific Design Conditions. The Developer acknowledges and agrees that, except as expressly modified by this Agreement, all applicable City ordinances, resolutions, codes, and construction standards remain in full force and effect.
- 2.5 Compliance with City Design and Construction Standards. Developer acknowledges and agrees that unless expressly stated otherwise in this Agreement, nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.

2.6 Compliance with PD-C. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with the Planned Development as presented and approved by the St. George City Council.

2.7 Conflicts.

2.7.1 To the extent there is any ambiguity in or conflict with the provisions of this Agreement, the more specific provision or language shall take precedence over more general provisions or language. In the event of conflict between the terms of this Agreement and Code, this agreement shall take precedence.

2.7.2 The City has reviewed the Code, General Plan, and Rezone Ordinance and has determined that Developer has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the PD-C Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Developer of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

2.8 Amendments.

2.8.1 Substantial Amendments. Unless otherwise addressed or allowed in this Agreement, any amendment to this Agreement that alters or modifies a Term, creates a substantive change to the text of this Agreement, alters the approved development or Development Plan in a manner not provided for herein, alters the Allowed Uses, increases the approved Density, or results in a material increase in the intensity of use shall be considered a Substantial Amendment and shall be processed as a legislative land use regulation consistent with the requirements of the City Code and the Utah Code. Any change to (i) the requirement of any material amenity described herein that is available to the public; (ii) provisions for reservation and dedication of necessary or substantial portions of land; or (iii) a substantive change to the terms of this Agreement; or (iv) any approved mechanism that imposes financial obligations on Developer or the property owners within Project (including a substantive increase in the assessments through any association of owners within the Project) shall be deemed a “Substantial Amendment”. Substantial Amendments shall be in writing, approved by Ordinance, and recorded with the Washington City Recorder.

2.8.2 Administrative Amendments. Unless otherwise provided by law, all

amendments to this Agreement that are not Substantial Amendments shall be deemed “Administrative Amendments” and, when approved, shall be approved, and executed by the Director. The City Council hereby designates the Director as the authorized administrative authority and empower that official to make all final Administrative Amendment decisions. Administrative Amendments shall be reflected in a written approval by the Director which shall be recorded with the Washington City Recorder.

- 2.8.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

SECTION 3: SUMMARY OF CITY DETERMINATIONS RELATING TO PROJECT

3.1 City Approvals Relating to the Project.

- 3.1.1 Applications. Developer submitted an appropriate application for the approval of this Agreement to authorize and regulate the Project.
- 3.1.2 Approval Process. Following lawfully advertised public hearings before the City Planning Commission on (date), the Application received a positive recommendation by Motion of the Planning Commission taken on (date), with a [redacted] vote. The matter thereafter came before the City Council who considered and deliberated regarding the matter at appropriately noticed public meetings on (date). The City Council thereafter approved the Project on [redacted], under the processes and procedures set forth in the Code and General Plan. With respect to the terms and conditions of approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation and adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.
- 3.1.3 Compliance With Requirements. The following is an analysis of the Project’s compliance with the requirements of the General Plan and the Code that was utilized by the City Council in making its final approval of the Amendment Application.
- A. PD-C Zone. The provisions of the PD-C Zone, will be met by the Project with the exception being the number of parking stalls provided. Typical required parking in a PD commercial zone outside of the Central Business District is one space for every 250 sq ft of building area. This would equate to 33 required stalls for this building size. This facility is being developed to handle a maximum of 45 clients. The staff to client ratio is

1:3, therefor maximum staff count is 15. The clients don't drive due to having developmental disabilities. Administrative services are provided out of a nearby separate building located at 348 E 600 South in St. George. Parking requirements set forth by the ADA will be met.

Parking Required for Staff: 15

Required Handicap Parking: 1 (van accessible)

Visitor Spaces: 9

Total Approved Parking Spaces: 25 < 33

- B. Development Agreement Approval Requirements. The development requirements of Title 10 of the Code will be met with the exception detailed in 3.1.3.A above, which constitute all of the requirements for the approval of this Agreement:
- C. This Agreement has been reviewed and considered in accordance with the provisions of Title 10 of the Code and meets all applicable requirements of that Section, the exception being Chapter 19 of the zoning regulations, Off-Street Parking.
- D. This Agreement includes the written consent of each landowner whose properties are included within the boundaries of the Property.
- E. This Agreement advances policies, implements goals and achieves other desired results not generally available under the other implementation strategies of the City. The elements of the Project proposal that satisfy this requirement include the following:
- F. The Project as reflected in and conditioned by the terms and conditions of this Agreement, is in conformity and compliance with the General Plan, any existing capital improvements programs, the provisions of the Code (including concurrency and infrastructure requirements), and all other development requirements of the City.
- G. Developer has committed to comply with all appropriate water and infrastructure requirements of the Code, and all appropriate criteria and standards described in this Agreement.
- H. The Project meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the City and minimizes construction impacts on public infrastructure within the City.
- I. The proposed development reasonably assures life and property within the City and the community is protected from any adverse

impact of this development.

- J. This Agreement is consistent with the PD-C Zone with the exception being Chapter 19 of the zoning regulations, Off-Street Parking.
- K. The Project is consistent with the findings required in Code for approval.

3.1.4 Approval Motions.

- A. The prior Motion and approval of the rezone to (zone) on (date), through Ordinance (number) remains in effect.
- B. Motion for Approval of Agreement for the Project. The City Council found that this Agreement meets all applicable requirements of the Code for a development agreement that would authorize and regulate the Project and approved this Agreement for the Project for the purposes of allowing the development of the proposed Project as permitted by the General Plan and the Code on the terms and conditions incorporated into this Agreement.
- C. Designated City Planning Official. The designated City planning official that is designated to interpret this Agreement, determine, and approve Administrative Amendments and to otherwise administer certain provisions of this Agreement is the Director, as that position is filled from time to time. The City may designate another person or the holder of another position by separate resolution of the City Council without a required amendment to this Agreement.

3.2 Vested Rights and Reserved Legislative Powers.

- 3.2.1 Vested Rights and Vested Projects. As of the Effective Date, Developer has the vested right to develop and construct the Project, and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the application of the other provisions of this Agreement.
- 3.2.2 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable Land Use Laws after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the rights described in Section 3.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest

exception to the vested rights doctrine in the State of Utah. (*Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Project, shall be of general application to all development activity in City; and unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. The regulations, ordinances, policies, and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement shall be the terms and conditions of this Agreement, and those Land Use Laws in effect on the Effective Date that are not inconsistent with the terms and conditions of this Agreement.

3.2.3 Duration. The term of this Agreement shall commence on the Effective Date and shall extend for a period of 5 years thereafter unless this Agreement is earlier terminated or modified by written amendment signed and duly adopted by the Parties (the “Term”).

3.2.4 Governing Land Use Laws. The respective rights of the parties in the event the City seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Agreement shall be governed by then existing state and federal land use case law and statutes.

3.3 Fees and Exactions.

3.3.1 Development Application and Review Fees. Developer has paid all City required application and review fees for the approval of this Agreement and nothing herein shall obligate the City to pay any third-party fees, costs, and/or expenses incurred by Developer for the application, processing, and negotiation of this Agreement, as Developer is solely responsible therefore. No further City required fees or engineering expenses shall be charged to Developer for the review and approval of this Agreement. All application and review fees for the Sketch Plans, Building Permits, Plats and Final Site Plans the Project shall be paid at the time of application for any such approval.

3.3.2 Plan Engineering Review Fees. The City shall have the right to charge and collect such standard engineering review fees for Final or amended Final Site Plans, development, or construction approvals for the Project or a Project Area as are generally applicable on a non-discriminatory basis at the time of application for any such approval.

3.3.3 Other Fees. The City may charge other fees that are generally applicable,

including but not limited to standard Building Permit review fees for improvements to be constructed on improved parcels.

- 3.3.4 Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which are (1) imposed at the time of issuance of Building Permits, and (2) generally applicable to other property in the City; and Developer waives its position with respect to any vested rights to the imposition of such fees but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of or the amount of the fees within the time frame(s) set forth in Utah Code §11-36a-702.
- 3.3.5 Rough Proportionality Test. For purposes of this Agreement, the "Rough Proportionality Test" means and refers to a standard of reasonableness whereby the Property and/or Project shall not bear more than an equitable share of the capital costs financed by an impact fee or exaction in relation to the benefits conferred on and impacts of the Project. The interpretation of "rough proportionality" shall be governed by the federal or Utah case law and statutes in effect at the time of any challenge to an impact fee or exaction imposed as provided herein including, but not limited to, the standards of Utah Code § 0-9a-508(1), and *Nollan v. California Coastal Comm'n*, 483 U.S. 825 (1987), and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and cases arising therefrom including *B.A.M. Development, LLC v. Salt Lake City*, 2008 UT 74, or its successor case law. The Parties agree that the mitigations, amenities, and benefits required of and provided by Developer in this Agreement shall meet the Rough Proportionality Test.

SECTION 4: SPECIFIC PROJECT REQUIREMENTS AND AMENITIES

4.1 Essential Project Infrastructure. If not otherwise completed, Developer agrees to design and obtain all necessary approvals and construct the infrastructure necessary for the operation of Project as provided in the following subsections of this Section [3.2]. All infrastructure shall be constructed to City engineering and planning standards as set forth in the Code.

- 4.1.1 Internal Roads and Secondary Access. Developer shall construct or cause to be constructed any roads and secondary access not otherwise constructed which are necessary to serve the Project in connection with the development.
- 4.1.2 Traffic Mitigation. In order to mitigate the impacts from the Project and

Development Plan, Developer has agreed to implement certain traffic control measures necessary to mitigate the impacts of the Project, and to generally improve the flow of traffic within the Project vicinity. Those measures include: work zone and traffic control devices approved by the City. Developer shall construct and implement the traffic measures prior to receiving any certificate of occupancy on any of the Project

- 4.1.3 Water, Fire Flow and Public Safety. Developer has acquired a “Will Serve” or equivalent certification from Washington County Water Conservancy District sufficient to meet the culinary and irrigation requirements for the Project, and (ii) designed and obtained all necessary approvals for the construction and operation of water systems with sufficient fire flow and storage to meet the culinary, irrigation and public safety standards for development in accordance with the Development Standards. Developer shall be required to comply with the City’s regulations regarding water, landscaping, and secondary water systems in connection with the issuance of all Building Permits.
- 4.1.4 Other Infrastructure. In connection with or prior to the approval of the next Final Site Plan within the Project, Developer shall have designed and obtained all necessary approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure with sufficient capacity to meet the requirements of the next phase of development. Developer shall thereafter construct or cause to be constructed any such other utility infrastructure necessary to serve a Project in connection with the development and improvement of each subsequent Final Site Plan.
- 4.1.5 Drainage and Flood Control. Drainage and flood control facilities or infrastructure not already constructed, shall be constructed by Developer as a part of completion of other major facilities and development of the Project in accordance with the City and State Storm Water permits and requirements. Developer shall not be required to accommodate additional storm water drainage caused by development of any adjoining lands outside of the Project. Major infrastructure and retention facilities, where appropriate, will be owned and maintained by Crimson Heights L.L.C., who shall provide to the City the appropriate long-term storm water management plan upon completion. The City shall conduct annual inspections to ensure compliance with the management plan.
- 4.1.6 Reimbursements. To the extent that Developer is required by the City to construct improvements of any kind within or outside of the Property that are properly classified as “system improvements” pursuant to the Utah Impact Fees Act, including but not limited to oversizing of facilities, Developer and the City will enter into such reimbursement agreements as are necessary for Developer to be reimbursed for the costs associated with constructing such improvements.

- 4.2 Amenities. All amenities associated with the Project, including landscaping, architectural enhancements, and site improvements, are private in nature and intended solely for Project users and occupants. Amenities shall be constructed concurrently with the primary building improvements.
- 4.3 Other Project Requirements. The Parties hereby agree that the following additional provisions relating to the development and operation of the Original DA are also applicable to the Project and have been met or not met as provided below:

SECTION 5: DEFAULT, TERMINATION AND DISPUTES

- 5.1 Events of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.
- 5.1.1 If a warranty, representation, or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.
- 5.1.2 A finding and determination made by the City that, upon the basis of substantial evidence, Developer has not complied with one or more of the material terms or conditions of the development approvals or this Agreement.
- 5.1.3 Any other event, condition, act, or omission which materially interferes with the intent and objectives of this Agreement.
- 5.2 Procedure Upon Default.
- 5.2.1 After the occurrence of a default under Section 5.1, the City Council may exercise a right to declare an “Event of Default” by authorizing the City Manager to give Developer written notice specifying the nature of the alleged default. Developer shall have sixty (60) days after receipt of written notice to cure the Event of Default. In the event the nature of the Event of Default reasonably requires more than sixty (60) days to cure and provided Developer has commenced actions reasonably designed to cure the Event of Default within the sixty (60) day cure period and thereafter diligently proceeds to cure the alleged default, the cure period shall be extended for one additional sixty (60) day period or for such other time period agreed to by the City, for Developer to cure the Event of Default to completion. If the Event of Default is not cured within the cure period described above, the City may terminate this Agreement and the associated development approvals by giving written notice to the Developer. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any Event of Default under Section 10, nor shall it change the time of such default. In the event the City extends the cure period beyond the initial sixty (60) days, the City may suspend all permitting and approval

processes under this Agreement and place stop-work orders on continuing construction, and otherwise use all means available to mitigate and address any such Event of Default.

- 5.2.2 The City does not waive any claim of default in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement
- 5.2.3 Any default or inability to cure a default caused by strikes, lockouts, pandemics or health related crisis, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a default.
- 5.2.4 Adoption of a law or other governmental activity making performance by the Developer unprofitable or more difficult or more expensive does not excuse the performance of the obligation by Developer.
- 5.2.5 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the Parties to pursue in the event there is an incurred Event of Default.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES; NO CITY FINANCIAL RESPONSIBILITY

- 6.1 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the Project is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements Property until the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement providing for acceptance of dedication, ownership or maintenance; and (c) Developer shall have the full power and exclusive control of the PC Junction Property subject to the terms, conditions, limitations, restrictions, and obligations of Developer set forth in this Agreement.
- 6.2 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the Parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the City and the

City's board members, council members, officials, employees, agents, attorneys and consultants, and the City, on behalf of itself and the City's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the Effective Date in connection with the application, processing or approval of applications relating to the Project or any Project Area, to include any past claims for vested development rights that are not provided for in this Agreement.

6.3 Hold Harmless.

- 6.3.1 Agreement of Developer. Developer agrees to and shall hold the City, its officers, elected officials, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project or the actions of Developer taken pursuant to or the failure of Developer to comply with the terms of this Agreement. Any such action shall be referred to as an "indemnified claim." Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel, and representatives regarding any indemnified claim. This hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this section regardless of whether or not the City prepared, supplied, or approved this Agreement, plans or specifications, or both, for the Project or any Project Area. City may make all reasonable decisions with respect to its representation in any legal proceeding relating to an indemnified claim.
- 6.3.2 Exceptions to Hold Harmless. The agreements of Developer in this Section 6 shall not be applicable to (i) any claim arising by reason of the gross negligence or intentional misconduct of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.
- 6.3.3 Hold Harmless Procedures. Except in the Event of Default, the City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 10 business days after the assertion or commencement of the claim, demand, action or proceeding; provided however, the City's inadvertent failure to provide such notice within such time period shall not be a breach of this Agreement unless such failure materially impairs Developer's defenses in such action. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim

and to minimize duplicative costs and expenses.

SECTION 7: GENERAL TERMS AND CONDITIONS

- 7.1 Agreements to Run with the Land. This Agreement and its accompanying Exhibit(s) shall be recorded against the Property described in **Exhibit A**. The terms contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the Parties signing this Agreement and identified as “Developer,” and all successor owners of any part of the Property.
- 7.2 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. Where there is a conflict between the terms of this Agreement and any Exhibit, the more specific provision shall be controlling.
- 7.3 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the PC Junction Property or the Project and other properties, this Agreement shall be deemed to refer to laws which apply to other developed and subdivided properties in Summit City, Utah.
- 7.4 State and Federal Law. The Parties agree, intend, and understand that the obligations imposed by this Agreement are consistent with state and federal law. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, Section 7.13 below is applicable. Consistent with the provisions of Section 7.13 below, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- 7.5 No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as anticipated in this Agreement or except in writing mutually agreed to and accepted by the Parties.
- 7.7 Notices. All notices hereunder shall be given in writing by certified mail, postage

prepaid, at the following addresses:

To the City:
St. George City Manager
61 S. Main Street
St. George, UT 84770
John.Willis@sgcityutah.gov

340 East 600 South
St. George, Utah 84770

With a copy to:
City Attorney's Office
61 S. Main Street
St. George, UT 84770
legal@sgcityutah.gov

With copies to:
Zack Hadley
2225 Washington Blvd, Ste 200
Ogden, Utah 84401

To Developer:
(Ryan Ruud)

Any change of address in this noticing provision shall be made as soon as practicable and shall not be considered an amendment to this Agreement.

- 7.8 Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Utah.
- 7.9 Rights of Third Parties. This Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.
- 7.10 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current City policies and requirements, or where Developer has agreed to comply with current City policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.
- 7.11 Computation of Time. Unless otherwise specified, in computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, and the time shall be computed on a calendar, not work-day, basis.
- 7.12 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.
- 7.13 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Agreement shall not be affected thereby and it shall remain in

full force and effect, unless amended or modified by mutual consent of the Parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, Developer or the City shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other Party.

- 7.14 Recordation of Agreement. The City shall record this Agreement its Exhibits and the adopting Ordinance with the Washington County Recorder (the “Recorder”). The costs associated with this recording shall be borne by Developer.
- 7.15 Exhibits Incorporated. All Exhibits to this Agreement are incorporated by reference as if fully set forth herein.
- 7.16 Execution of Agreement. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor, acting by and through the City Council pursuant to Ordinance No. **XX**, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

[signatures to follow]

[CITY SIGNATURE PAGE]

CITY of ST. GEORGE:

,

Jimmie B. Hughes, Mayor

ATTEST:

[seal]

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

St. George City Attorney

By: _____
Jami R. Brackin, Deputy City Attorney

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Mayor Jimmie B. Hughes as authorized.

NOTARY PUBLIC

Residing at:
My Commission Expires:

[DEVELOPER SIGNATURE PAGE]

Developer:
Crimson Estates LLC
A Utah Limited Liability Company

By: _____
Ryan Rudd, Owner

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by _____ the _____ (title) of _____ (Developer).

NOTARY PUBLIC

Residing at:
My Commission Expires:

EXHIBIT A

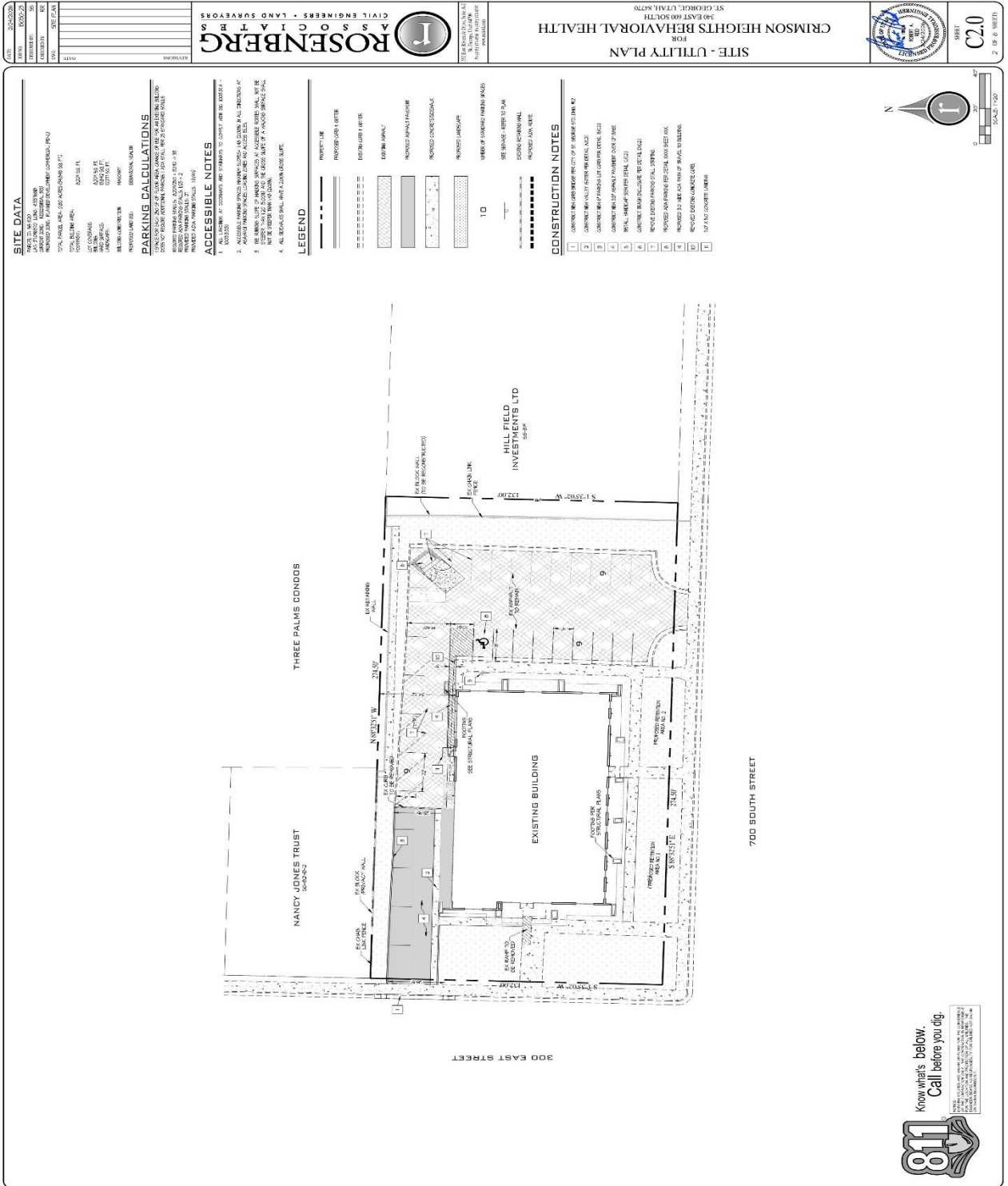
LEGAL DESCRIPTION

Parcel Numbers: SG-820

Description: Lot Two (2), Block 8, Plat "B", ST. GEORGE CITY SURVEY, as platted on the Official Map of said Survey on file in the Office of the Recorder of Washington County, State of Utah.

EXHIBIT B

SITE PLAN



BACKGROUND:

This site is currently an undeveloped lot. It was previously approved for a different project in 2021, when a planned development amendment for the SunRiver Patio Furniture project was approved on December 2, 2021. That project ultimately did not move forward, and the property was later put back on the market.

In March 2025, the City Council approved a new Planned Development (PD) amendment for the site. This approval included plans for three buildings: a 107-room hotel, an 8,400 ft² retail building, and a 20,200 ft² medical office building.

Since then, the applicant has revised the site plan associated with the approved PD. These updates require an additional amendment. Overall, the site layout remains largely the same as previously approved. The northwest corner includes a 20,890 ft² medical building, while the northeast corner includes an 8,900 ft² retail building. A hotel is located on the southern portion of the site, with parking centered between the buildings. Site access remains limited to one connection on Nighthawk Drive and one on Pioneer Road, with no access provided from Sand Piper Drive.

The two buildings on the north side of the site are unchanged and are not part of this amendment. The following outlines the proposed updates.

Changes to Hotel

The applicant is proposing a few changes to the hotel layout that was approved previously. The most noticeable change is the addition of a wing on the southeast end of the building, which gives the building more of an “L” shape. This new portion is located on the opposite end from the Sun River neighborhood to the west. Along with that change, the overall building length has been reduced by about nine feet.

They are also removing the porte-cochere that was shown at the front of the building. With that gone, the main entrance is being shifted from the center of the building over to the east end. Another change is the removal of the enclosed pool structure. Instead of being inside, the pool is now proposed to be outside, and they’ve added a pickleball court in that same general area. They are also proposing smaller structures next to the new wing to provide restrooms and pool equipment room.

These changes do not increase the scale of the project. The number of rooms has been reduced, going from 107 rooms that were approved with last year’s PD amendment down to 94 rooms. This is consistent with the previous approval, which allows up to 35 feet in height, with some flexibility for architectural features up to 45 feet.

Amenity Area

The PD amendment approved last year showed an indoor amenity area located along the south side of the building, within an enclosed portion of the structure. With this proposal, that enclosed area is being removed. The pool and pickleball court are still generally in

the same location, but they would now be outdoor amenities instead of being inside the building.

Parking Requirements

There are three uses that require parking on the overall site. While looking at the changes to the site, staff wanted to ensure that all parking requirements are met. The following table is a breakdown of the parking requirements.

| | Approved Site | Proposed PD Amendment |
|--------------|-------------------------------------|-------------------------------------|
| Hotel | (107 rooms) 109 stalls | (94 rooms) 96 stalls |
| Medical Bldg | (20,200 ft ²) 81 stalls | (20,890 ft ²) 84 stalls |
| Retail Bldg | (8,431 ft ²) 34 stalls | (8,898 ft ²) 36 stalls |
| Required: | 224 stalls | 216 stalls |
| Provided: | 238 stalls (+14 stalls) | 234 stalls (+18 stalls) |

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

| Zoning Requirements | | | |
|--|-----------------------|---|--|
| Regulation | Section Number | Requirement | Staff Comments |
| Setbacks | 10-8D-6 | The site plan provided has the setbacks as: Pioneer Rd. 20' Nighthawk Dr. 20' Sand Piper Dr. 88' Interior 57' | Pioneer Rd. and is classified as a minor arterial road. The required setbacks are: Pioneer Rd 25' Sand Piper Dr 20' Nighthawk Dr. 25' Interior 0' There was a setback issue to Pioneer previously which has been addressed. |
| Uses | 10-8D-2 | Retail, Office, and Hotel | These uses are allowed in the Atkinville PD use list and haven't changed. |
| Height and Elevation | 10-8D-6 | 35' and 45' | The height meets the PD requirements |
| Buffer - Protection of Residential Property | 10-8D-6 | Conceptual landscape plan shows the 10' buffer and a 6' wall is shown. | This has not changed with this amendment. |

| | | | |
|----------------|---------|------------------------------|---|
| Parking | 10-19-5 | 234 parking stalls are shown | 216 are required. The site plan exceeds the requirements. |
|----------------|---------|------------------------------|---|

RECOMMENDATION:

This plan was well vetted in the original approval process between the Planning Commission, numerous City Council meetings and much input from the neighbors. Though the changes are not major compared with the original approvals, it was deemed necessary and appropriate to vet these proposed changes through a public process.

The *Atkinville Interchange Area Zone Plan* classifies the land use designation as Community Commercial. This designation is described to "...allow good visibility for businesses from Interstate 15, as well as convenient access to the local residences." It also states that it "...is envisioned to provide retail and commercial services for local residents (as compared to visitor and convenience-oriented businesses to be located east of I-15)." (refer to *Atkinville Interchange Area Zone Plan*, pg 12)

Staff recommends approval of the PD amendment with the condition that all conditions of the March 06, 2025, PD amendment approval remain in effect. For your reference, those conditions were:

1. That during the site plan review, the project meets all applicable city codes.
2. That the maximum height allowed on the buildings will be 35' with an additional 10' for architectural features.
3. That trash pickup and deliveries are limited to specific hours.
4. That overnight parking is restricted from the east side of Sand Piper. (motion made at council meeting)
5. That along Sand Piper Drive, the applicant follows the depiction of the retaining and privacy walls and provides a landscape swell to convey drainage to Sand Piper Drive as shown by staff.
6. That the landscaped slopes along the roadway frontages be no greater than a 3:1 slope.
7. That no lighted signs be allowed to face Sand Piper Drive.
8. That the landscape buffer along Sand Piper Drive must be a minimum of 10' wide and must be placed on the street side of the required 6' wall. (10-8D-6.E)
9. That the depth of the required landscape along all public roads will need to average 15' but can range in depth from six to fifteen feet. (10-23-2B)
10. Within the utility easement along roadway frontages, the slope of the landscape strip cannot exceed 10:1.
11. That all solid waste receptacles must be behind a solid wall. (10-8D-6.D)
12. That all drive aisle widths must be a minimum of 25' in width, excluding pan and gutter. (10-19-3.B4)
13. That all drive approaches must be a minimum of 28' in width, excluding pan and gutter. (10-19-3.B4)
14. That street trees will be required every 30' along all public streets. (City Policy)

15. That shade trees will be required in all parking medians. (10-23-2E)

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend denial of the request
3. Continue item to a later date

FINDINGS FOR APPROVAL:

1. The proposed amendment to the *Atkinville Interchange Area Zone Plan* meets the requirements of the planned development amendment as found in Title 10-8D.
2. The changes are minor and stay in line with what was already approved for the site.
3. The project is not getting bigger or more intense, and the number of hotel rooms is decreasing.
4. The site still has more than enough parking and continues to function well for access and circulation.
5. The layout still works with what's around it and does not create new impacts for nearby residential properties.
6. The proposal meets the zoning rules and still fits what this area was planned for.

Exhibit A

Applicants Narrative

Exhibit B

PowerPoint Presentation



PLANNING COMMISSION AGENDA REPORT:

03/24/2026

AMENDMENTS TO TITLE 10-13E-4 LANDMARK SITES, 10-17B-9 REQUIREMENTS FOR SPECIFIC CONDITIONAL USE PERMITS, 10-19-5 OFF-STREET PARKING REQUIREMENTS
(2025-ZRA-017)

REQUEST:

This is a request to amend City Code Title 10-13-4, Landmark Sites. Specifically, to add "a private school serving students through grade eight" to Section B, Conditional Uses for Landmark Sites.

The applicant, Bare Foot Montessori, is seeking this amendment to facilitate opening a private school within a designated landmark.

Section 10-17B-9 Requirements for Specific Conditional Use Permits is proposed to be amended to mitigate the effects of the use on neighborhoods where future properties granted this use would operate.

Section 10-19-5 Off-Street Parking Requirements is proposed to be amended to clarify the parking requirements for this specific use.

BACKGROUND:

Conditional uses for designated historic landmarks are currently limited to low-impact professional office, retail, or restaurant uses. In order to obtain a conditional use permit, property owners are typically required to make substantial investments to rehabilitate the structure, preserve architectural features, and enhance the property's historic significance.

The proposed amendment would expand the list of allowable conditional uses to include private schools within designated historic landmark homes. Allowing private schools as a conditional use would still ensure that each proposal is carefully evaluated on a case-by-case basis, with consideration given to potential impacts such as traffic, parking, neighborhood compatibility, and preservation of historic character. The conditional use process provides the City with the ability to apply site-specific conditions to mitigate impacts and ensure that the use remains consistent with the intent of the historic preservation regulations.

Overall, the amendment supports adaptive reuse, encourages reinvestment in historic properties, and broadens the range of economically viable uses that can help ensure the continued maintenance and preservation of designated landmark homes.

Proposed Changes:

The proposed revisions are attached as Exhibit A.

- The additions are underlined in [green](#)

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

"I move that we recommend approval of the changes to Title 10-13-4, 10-17B-9, and 10-19-5 as proposed by staff and contained in exhibit 'A', case no. 2025-ZRA-017, based on the findings listed in the staff report."

FINDINGS:

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will allow the city to welcome appropriate business activity at approved location

EXHIBIT A

PROPOSED CHANGES TO 10-13E-4

10-13E-4:

LANDMARK SITES:

B. *Conditional Uses For Landmark Sites:* Landmark sites may be granted a conditional use permit only if the following conditions are satisfied:

1. The requested use is limited to low impact professional office, a private school serving students through grade eight, retail, or restaurant use and does not include short-term rental or hotel.

PROPOSED CHANGES TO 10-17B-9

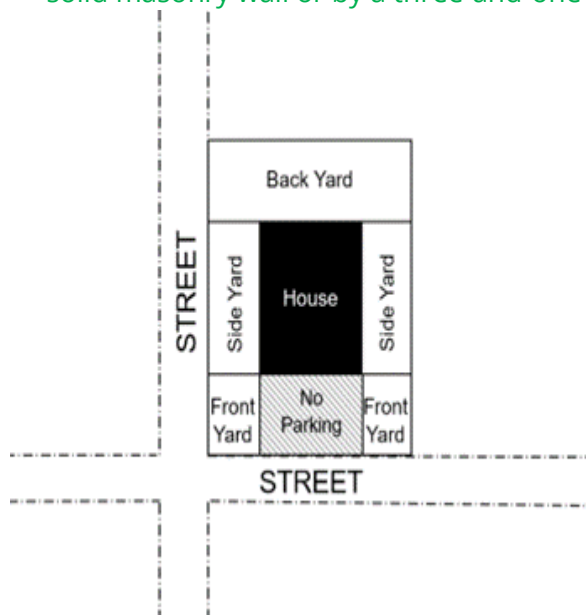
10-17B-9:

REQUIREMENTS FOR SPECIFIC CONDITIONAL USE PERMITS:

The land use authority shall require the applicant to comply with all of sections [10-17B-1](#) through [10-17B-8](#) requirements, above, and these specific additional standards for the following conditional uses:

- C. *Private Schools serving students through grade eight in a designated Landmark site:* A private school serving students through grade eight located in a designated landmark site located in a residential zone shall meet the following additional standards:
1. **Limitations:**
The school shall be limited to a maximum of thirty (30) students; however, this number may be limited to fewer students based on site conditions, including but not limited to traffic and parking impacts, safety considerations, noise, and compatibility with the surrounding neighborhood character.
 2. **Preservation of Historic Character:**
Any exterior modifications to the designated landmark structure shall comply with applicable historic preservation standards and shall require review and approval by the appropriate land use authority.
 3. **Hours of Operation:** The Land Use Authority shall determine the hours of operation to ensure compatibility with the surrounding residential neighborhood. No weekend classes or events open to the general public shall be permitted unless a special event license is obtained.
 4. **"Drop-off" and "pick-up" activities** shall occur only within the designated on-site loading area identified on the approved site plan. Idling on adjacent neighborhood streets is prohibited. Staggered drop-off and pick-up times may be required to mitigate traffic impacts.
 5. **Traffic and Circulation:**
Applicants shall submit a traffic management plan showing specific "drop-off/pick-up" location and times along with the location of parking. The land use authority may require measures to ensure that pick-up and drop-off activities do not create unsafe conditions on adjacent streets or interfere with neighboring properties.
 - a. **Off-street Parking.** No parking shall be located within the front yard area shown below in the hatched area labeled as "No Parking." Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from

the street and neighboring property by a three-and-one-half foot (3 1/2') solid masonry wall or by a three-and-one-half (3 1/2) landscaped berm.



- b. On-street Parking. Fifty (50) percent of the required parking may be located on the street adjacent to the property and may be counted toward the parking requirement.
 - c. Parking requirements. 1.5 spaces per teaching station, plus 1 guest parking space per 15 students.
6. Outdoor Activities:
Outdoor activity areas shall be located and designed to minimize impacts on adjacent properties. The land use authority may limit the hours or intensity of outdoor activities if necessary to mitigate adverse impacts.
7. Conditions of Approval:
The Land Use Authority may impose additional reasonable conditions necessary to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards contained in this chapter.

PROPOSED CHANGES TO 10-19-5

10-19-5:

NONRESIDENTIAL AREA REQUIREMENTS:

| | |
|--|--|
| Private School in a residentially zoned Designated Landmark | 1.5 spaces per teaching station, plus 1 guest parking space per 15 students |
|--|--|

EXHIBIT B

POWERPOINT PRESENTATION

Bare Foot Montessori Private School

2025-ZRA-017

Request to amend Conditional Uses for Registered Landmarks

- Conditional uses for designated landmarks are currently limited to low-impact professional office, retail, or restaurant use. To be granted a conditional use permit, owners are required to make substantial investments to upgrade the property and enhance its historic significance.
- Three sections of code would be amended: 10-13E-4 Landmark Sites, 10-17B-9 Requirements for Specific Conditional Use Permits, and 10-19-5 Off-Street Parking Requirements

10-13E-4

10-13E-4:

LANDMARK SITES:

B. *Conditional Uses For Landmark Sites:* Landmark sites may be granted a conditional use permit only if the following conditions are satisfied:

1. The requested use is limited to low impact professional office, **a private school serving students through grade eight**, retail, or restaurant use and does not include short-term rental or hotel.

10-17B-9

10-17B-9:

REQUIREMENTS FOR SPECIFIC CONDITIONAL USE PERMITS:

The land use authority shall require the applicant to comply with all of sections [10-17B-1](#) through [10-17B-8](#) requirements, above, and these specific additional standards for the following conditional uses:

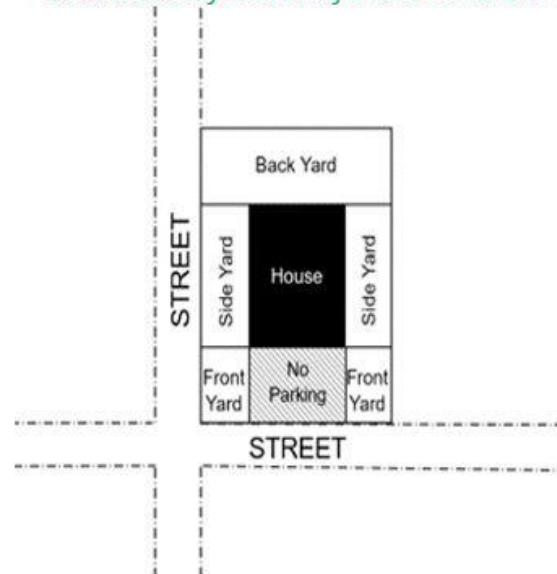
- C. *Private Schools serving students through grade eight in a designated Landmark site:* A private school serving students through grade eight located in a designated landmark site located in a residential zone shall meet the following additional standards:
 - 1. **Limitations:**
The school shall be limited to a maximum of thirty (30) students; however, this number may be limited to fewer students based on site conditions, including but not limited to traffic and parking impacts, safety considerations, noise, and compatibility with the surrounding neighborhood character.
 - 2. **Preservation of Historic Character:**
Any exterior modifications to the designated landmark structure shall comply with applicable historic preservation standards and shall require review and approval by the appropriate land use authority.

10-17B-9

3. Hours of Operation: The Land Use Authority shall determine the hours of operation to ensure compatibility with the surrounding residential neighborhood. No weekend classes or events open to the general public shall be permitted unless a special event license is obtained.
4. "Drop-off" and "pick-up" activities shall occur only within the designated on-site loading area identified on the approved site plan. Idling on adjacent neighborhood streets is prohibited. Staggered drop-off and pick-up times may be required to mitigate traffic impacts.
5. Traffic and Circulation:
Applicants shall submit a traffic management plan showing specific "drop-off/pick-up" location and times along with the location of parking. The land use authority may require measures to ensure that pick-up and drop-off activities do not create unsafe conditions on adjacent streets or interfere with neighboring properties.
 - a. Off-street Parking. No parking shall be located within the front yard area shown below in the hatched area labeled as "No Parking." Parking may be located within the street-side setback on a corner lot. Parking must be set back at least ten feet (10') from the back of sidewalk and screened from

10-17B-9

the street and neighboring property by a three-and-one-half foot (3 1/2') solid masonry wall or by a three-and-one-half (3 1/2) landscaped berm.



- b. On-street Parking. Fifty (50) percent of the required parking may be located on the street adjacent to the property and may be counted toward the parking requirement.
- c. Parking requirements. 1.5 spaces per teaching station, plus 1 guest parking space per 15 students.

10-17B-9

6. **Outdoor Activities:**
Outdoor activity areas shall be located and designed to minimize impacts on adjacent properties. The land use authority may limit the hours or intensity of outdoor activities if necessary to mitigate adverse impacts.

7. **Conditions of Approval:**
The Land Use Authority may impose additional reasonable conditions necessary to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards contained in this chapter.

10-19-5

10-19-5:

NONRESIDENTIAL AREA REQUIREMENTS:

| | |
|--|--|
| Private School in a residentially zoned Designated Landmark | 1.5 spaces per teaching station, plus 1 guest parking space per 15 students |
|--|--|

Possible Motion:

“I move that we recommend approval of the changes to Title 10-13-4, 10-17B-9, and 10-19-5 as proposed by staff and contained in exhibit ‘A’, case no. 2025-ZRA-017, based on the findings listed in the staff report.”

1 **ST. GEORGE PLANNING COMMISSION MINUTES**
2 **March 10, 2026, 5:00 P.M.**
3 **CITY COUNCIL CHAMBERS**
4

5 **PRESENT:**

6 **Planning Commission Chair Ben Rogers**
7 **Planning Commission Member Kelly Taysom**
8 **Planning Commission Member Lori Chapman**
9 **Planning Commission Member Nathan Fisher**
10 **Planning Commission Member Kelly Casey**

11
12 **EXCUSED:**

13 **Planning Commission Member Brandon Anderson**
14 **Planning Commission Member Terri Draper**

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17 **STAFF MEMBERS PRESENT:**

18 **City Deputy Attorney Jami Bracken**
19 **Community Development Director Carol Winner**
20 **Assistant Public Works Director Wes Jenkins**
21 **Planner Brian Dean**
22 **Development Office Supervisor Angie Jessop**

23
24 **OTHERS PRESENT:**

25 **Applicant Ryan Thomas**
26 **Applicant Rick Meyers**
27 **Applicant Jared Bates**

28
29 **CALL TO ORDER:**

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

33
34 Link to call to order and flag salute: [00:00:13](#)

35
36 Link to call for disclosures [00:00:50](#)

37
38
39 **ITEM 1**

40 **1. PLANNED DEVELOPMENT AMENDMENT White Dome Apartments – PUBLIC**
41 **HEARING**

42 **Consider a request for an amendment to the White Dome Apartments**
43 **residential area. The applicant is seeking approval to add signs to the White**
44 **Dome Apartments Planned Development. The site is generally located east**
45 **of River Road and north of White Dome Drive. The applicant is DSG**
46 **Engineering Inc., and the representative is Ryan Thomas. Case No. 2026-**
47 **PDA-003 (Staff – Brian Dean)**

48
49 Agenda Packet [\[Page 2\]](#)

50
51 Link to Presentation by Brian Dean [00:01:07](#)

52
53 Link to question by Commission Member Chapman [00:06:05](#)

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Link to questions by Commission Chair [00:06:46](#)

Link to public hearing [00:08:16](#)

No Comments

Public Hearing Closed

Link to question by Commission Member Fisher [00:08:45](#)

Link to comments by applicant Ryan Thomas and discussion with Commission Members [00:09:16](#)

Link to discussion by Commission Members [00:16:20](#)

Link to motion [00:18:35](#)

MOTION:

A motion was made by Planning Commission Member Fisher to recommend approval to City Council, this PD Amendment for the three signs. That it is reasonable upon the circumstances to alter the requirements that are in the Code and that in these areas with the signs that they are purposing would be cohesive and consistent with what we see out there. And then, of course, adopting all the conditions and findings of the Staff.

SECOND:

The motion was seconded by Planning Commission Member Casey.

VOTE:

Commission Chair Rogers called for a vote, as follows:

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

The vote was unanimous. Motion carries.

ITEM 2

PLANNED DEVELOPMENT AMENDMENT Avenidas at Hidden Valley – PUBLIC HEARING

Consider a request for an amendment to the Hidden Valley Planned Development (PD). The applicant is proposing to develop Areas 3.5 and 3.7 of the project, identified as Avenidas at Hidden Valley Phases 3 and 4. The 11.69-acre site is located south of Hidden Valley Drive, west of Rio Road, and is planned to include 45 single-family homes. The applicant is Bush & Gudgell and the representative is Bob Hermandson. Case No. 2026-PDA-004 (Staff –Brian Dean)

Agenda Packet [\[Page 21\]](#)

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Link to Presentation by Brian Dean [00:19:35](#)

Link to question by Commission Member Chapman [00:23:11](#)

Link to public hearing [00:24:07](#)

Link to comment by Diane Welch [00:24:20](#)

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

Link to question by Commission Member Chapman and Mr. Jenkins [00:28:08](#)

Link to question by Diane Welch [00:29:29](#)

Link to question by Matthew Colvin [00:30:18](#)

Link to comment by Assistant Public Work Director Wes Jenkins [00:31:11](#)

Public Hearing Closed

Link to discussion by Commission Members [00:33:00](#)

Link to motion [00:33:31](#)

MOTION:

A motion was made by Planning Commission Member Casey to forward a positive recommendation to the City Council for the PD Amendment for Avenidas at Hidden Valley, Phases 3 and 4 with staff recommendations and the condition.

SECOND:

The motion was seconded by Planning Commission Member Chapman.

VOTE:

Commission Chair Rogers called for a vote, as follows:

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

The vote was unanimous. Motion carries.

ITEM 3

PRELIMINARY PLAT Avenidas at Hidden Valley – Consider a request for a 45-lot preliminary plat located south of Hidden Valley Drive and west of Rio Road on approximately 11.69 acres. The applicant is Bush & Gudgell and the representative is Bob Hermandson. Case No. 2026-PP-004 (Staff – Brian Dean)

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Agenda Packet [\[Page 39\]](#)

Link to Presentation by Brian Dean [00:34:22](#)

Link to comment by City Deputy Attorney Jami Brackin [00:35:21](#)

Link to comment by applicant Rick Meyer [00:36:53](#)

Link to discussion between Mr. Meyers, Ms. Brackin, Community Development Director Carol Winner and Commission Members [00:37:50](#)

Link to question by Commission Member Chapman [00:42:33](#)

Link to question Commission Chair Rogers and discussion with Mr. Meyers [00:43:14](#)

Link to motion [44:05](#)

MOTION:

A motion was made by Planning Commission Member Casey to continue Item 3 to next Planning Commission Meeting in two weeks.

SECOND:

The motion was seconded by Planning Commission Member Chapman.

VOTE:

Commission Chair Rogers called for a vote, as follows:

- Planning Commission Chair Rogers – aye
- Planning Commission Member Anderson –absent
- Planning Commission Member Fisher – nay
- Planning Commission Member Casey – aye
- Planning Commission Member Chapman – aye
- Planning Commission Member Taysom –aye
- Planning Commission Member Draper –absent

The vote was 4-1. Motion carries.

Link to comment by Commission Member Fisher [00:44:54](#)

ITEM 4

ZONE REGULATION AMENDMENT Retaining Wall Ordinance – PUBLIC HEARING

Consider a request for an amendment to the St George City Ordinance Title 10 Section 18 Fences and Retaining Walls to allow for the increase in height for retaining walls within the front yard and side yard setbacks. The changes are to only allow these height increases within the Hillside Overlay Zone and the Desert Canyon, Desert Color and Tonaquint developments. The applicant is Rosenberg Associates, and the representative is Jared Bates.

Case No. 2026-ZRA-001 (Staff – Wes Jenkins)

Agenda Packet [\[Page 51\]](#)

- 1 Link to Presentation by Wes Jenkins [00:45:10](#)
- 2
- 3 Link to question by Commission Casey and discussion with Mr. Jenkins [00:58:20](#)
- 4
- 5 Link to question by Commission Member Fisher [01:01:10](#)
- 6
- 7 Link to question by Commission Member Chapman [01:03:44](#)
- 8
- 9 Link to question by Commission Chair Rogers [01:05:08](#)
- 10
- 11 Link to question by Commission Member Fisher [01:06:13](#)
- 12
- 13 Link to comment by City Deputy Attorney Jami Brackin [01:07:14](#)
- 14
- 15 Link to public hearing [01:08:38](#)
- 16
- 17 Link to comment by Eric Ward, representing Enbridge [01:08:42](#)
- 18
- 19 Link to comment by applicant Jared Bates [01:09:32](#)
- 20
- 21 Link to comment by Commission Member Chapman [01:12:25](#)
- 22
- 23 Link to comment by Renee Matheson, representing Enbridge [01:13:26](#)
- 24
- 25 Public Hearing Closed
- 26
- 27 Link to comment by Commission Member Fisher [01:15:25](#)
- 28
- 29 Link to discussion with Commission Members [01:19:50](#)
- 30
- 31 Link to comment by Deputy City Attorney Jami Brackin [01:20:46](#)
- 32
- 33 Link to discussion between Commission Members [01:22:38](#)
- 34
- 35 Link to comment by Assistant City Attorney Wes Jenkins and discussion [01:23:25](#)
- 36
- 37 Link to motion [01:25:04](#)
- 38

MOTION:

A motion was made by Planning Commission Member Fisher to continue indefinitely this Item #4, the zoning regulation amendment.

SECOND:

The motion was seconded by Planning Commission Member Chapman.

VOTE:

Commission Chair Rogers called for a vote, as follows:

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

1 Planning Commission Member Taysom –aye
2 Planning Commission Member Draper –absent

3
4 The vote was unanimous. Motion carries.
5
6

7 **APPROVAL OF MINUTES:**

8 Consider a request to approve the meeting minutes from the February 24, 2026
9 meeting.

10
11 Agenda Packet [\[Page 66\]](#)

12
13 Link to motion [01:25:56](#)
14

15 **MOTION:**

16 A motion was made by Planning Commission Member Chapman to approve minutes
17 of February 24, 2026 meeting.
18

19 **SECOND:**

20 The motion was seconded by Planning Commission Member Taysom.
21

22 **VOTE:**

23 Commission Chair Rogers called for a vote, as follows:
24

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

32
33 The vote was unanimous and the motion carried.
34
35

36 **CITY COUNCIL ITEMS:**

37 *Carol Winner, the Community Development Director, will report on items heard at the*
38 *March 5, 2026, City Council Meeting.*

- 39 1. *R-1 Zone Proposal*
- 40 2. *General Plan Code Amendment R-1 Addition*
- 41 3. *Sage Haven Ph 22-33*
- 42 4. *Trails East*
- 43 5. *Dixie Dr GPA*

44
45 **ADJOURN:**

46 Link to motion: [01:27:33](#)
47

48 **MOTION:**

49 A motion was made by Planning Commission Member Fisher to adjourn.
50

51 **SECOND:**

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The motion was seconded by Planning Commission Member Casey.

VOTE:

Commission Chair Rogers called for a vote, as follows:

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

The vote was unanimous, and the motion carries.

 /s/
Angie Jessop, Development Services

