

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

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Hall located at 61 South Main Street, St. George, Utah, on Thursday, April 2, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

- 1. Mayor's recognitions, proclamations, and updates.**
  - a. Read a Proclamation for JustServe.**
  - b. Read a Proclamation proclaiming April, 2026 as Sexual Assault Awareness Month.**
  - c. Appointment of the Finance Director.**
  - d. Recognize Parks & Community Services for recent awards.**
- 2. Comments from the public.**

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

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

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

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

Rules for making comments:

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

Written comments may be submitted anytime to the City Recorder at 61 South

Main Street, St. George, UT 84770 or [publiccomments@sgcityutah.gov](mailto:publiccomments@sgcityutah.gov).

### 3. Consent Calendar.

a. **Consider approval of award of bid to Zion Engineering for the replacement of HVAC system for the St. George Museum of Art**

BACKGROUND and RECOMMENDATION:

The Art Museum's HVAC system is over 20 years old and is no longer cooling adequately. To ensure the facility remains functional through the summer months, a replacement is necessary this spring. Bids were received for the replacement of the HVAC system at the Art Museum. The award amount is \$135,747.16. Staff recommends approval.

b. **Consider approval of award of bid to ECO Premier Builders for the Dixie Academy Rehabilitation Project**

BACKGROUND and RECOMMENDATION:

This item is for the rehabilitation of the roof for the Dixie Academy building. The current roof is over 25 years, in poor condition and in need of replacement. Staff went out for bid and received three bids. The apparent low bid was received from ECO Premier Builders in the amount of \$308,883. Staff recommends award to ECO Premier Builders in the amount of \$308,883 contingent upon approval of the associated budget amendment.

c. **Consider approval of a Real Property Donation Agreement between City of St. George and Creekside Village Owners Association, a Utah non-profit corporation.**

BACKGROUND and RECOMMENDATION:

This lot purchase was funded by the flood control authority funding with the intent to keep this area close to the river open space. HOA will maintain this lot as open space. Staff recommends approval.

d. **Consider award of bid to Miller Tree Excavation for the construction of various transmission pole foundations.**

BACKGROUND and RECOMMENDATION:

The award of this bid is for the construction of seven transmission pole foundations at various locations within St. George, necessitated by the I-15 and Bluff Street roadway projects, as well as upgrades to existing transmission pole structures. The Bid closed on March 20th, 2026, and four bids were received. The bids have been evaluated, and staff recommends awarding the contract to Miller Tree Excavation in the amount of \$274,596.00.

e. **Consider approval of entering into a Landscape Maintenance Agreement with Dixie Power for the Washington Fields Substation landscape.**

BACKGROUND and RECOMMENDATION:

This landscape maintenance agreement is for Dixie Power to install the landscape and irrigation for the Washington Fields Substation and an adjacent parcel to the north owned by the City of St. George. The City in turn will maintain the landscape and irrigation for both parcels in perpetuity. There is

no cost to the City for the initial installation of the landscape and irrigation. Staff recommends approval.

**f. Consider award of bid to Fuel Tec LLC for the construction of the Fuel Island at the new Suntran Facility**

**BACKGROUND and RECOMMENDATION:**

This is to award a bid for construction of a city fuel island at the new Suntran Facility located on Brigham Road. This fuel island would be available for use by all city operations and provide a major benefit to operations and fire stations in the South Block. Staff went out for bids and received 1 bid back. The bid received was from Fuel Tech LLC. Fuel Tech LLC provided three separate quotes with their bid that provided alternate pricing for a steel tank, fiber tank, or a steel tank currently in stock. The overall bid includes : dispensers, fuel master card system, installation of two fuel tanks, one (1) 20K gallon and one ( 1 ) 6K gallon DEF, a concrete pad, and a sunshade over tanks. Staff recommends award to Fuel Tech LLC in the amount of \$844,297.68 that includes the alternate pricing for the steel tank currently in stock.

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

**4. Public hearing and consideration of Resolution No. 2026-006R to review and approve amendments to the Fiscal Year 2025-26 Budget.**

**BACKGROUND and RECOMMENDATION:**

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

**5. Public hearing and consideration of Ordinance No. 2026-023 vacating portions of a platted roadway located at 200 East Street and 300 East Street, south of 700 South Street at the driveway entrances servicing Dixie High School.**

**BACKGROUND and RECOMMENDATION:**

The Washington County School District is proposing to reconfigure the parcel boundaries between Dixie High School and the City Pool. Currently, the existing property lines do not align with the fenced areas. With the proposed roadway vacation, a land exchange will occur to resolve ownership discrepancies for the respective areas. The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

**6. Public hearing and consideration of Ordinance 2026-024 vacating a portion of a 7.50-foot-wide public utility and drainage easement along with a 10-foot-wide ingress/egress easement for maintenance, located along Lots 78 and 79, Twin Creeks at Stone Bridge Phase 2 Amended and Extended.**

**BACKGROUND and RECOMMENDATION:**

There are existing easements on Lots 78 and 79 within Twin Creeks at Stone Bridge Phase 2 Amended and Extended. Swimming pools and block walls have been constructed within portions of these easement areas. The property owners are requesting that the easements be vacated on their respective lots to remove any

potential encumbrances or liabilities tied to these improvements. Their concern is that, if the easement were ever exercised for utility purposes, the pools or walls could be subject to removal or damage, resulting in significant financial loss. Vacating the easements would eliminate this risk and provide long-term protection for the existing structures. The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

**7. Public hearing and consideration of Ordinance No. 2026-025 vacating a portion of a platted roadway, located at the intersection of 400 South Street and 1000 East Street.**

**BACKGROUND and RECOMMENDATION:**

Utah Tech University is requesting a land exchange with the City of St. George to facilitate the relocation of a power substation located at 975 East 300 South Street. The relocated substation will serve property owned by the University at approximately 955 East 500 South Street. The proposal includes vacating a portion of 1000 East Street and conveying that area to the University in exchange for the property on which the new substation will be constructed. The Joint Utility Commission (JUC) has reviewed the proposed vacation and has recommended its approval.

**8. Consider approval of Resolution No. 2026-007R approving a Memorandum of Understanding between the Cities of St. George, Ivins, Santa Clara, Washington, and Hurricane, for the purpose of establishing a coalition to guide local planning and implementation of stormwater management practices and procedures.**

**BACKGROUND and RECOMMENDATION:**

This document is to update the existing memorandum of understanding (MOU) between St. George, Ivins, Santa Clara, and Washington to include Hurricane City and to update the current mayors for each city. Staff recommends approval.

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

**BACKGROUND and RECOMMENDATION:**

This item was heard at the February 19, 2026, City Council meeting. The City Council had concerns regarding the road patent. The applicant has provided information showing that the road patent is seen as an access easement that will be required on all development documents. At their meeting held on February 10, 2026, the Planning Commission held a public hearing and recommended approval with no conditions, with a vote of 5-1. There was one public comment at this meeting and three written comments.

**10. Consider approval of Ordinance No. 2026-026 to amend the White Dome Apartments PD-R (Planned Development Residential), generally located east of River Road and North of White Dome Drive for the purpose of adding signage. (White Dome Apartments Signs 2026-PDA-003)**

**BACKGROUND and RECOMMENDATION:**

The proposal is to add signage to the White Dome Apartments PD-R (Planned Development Residential) Master Plan. At their meeting held on March 10, 2026, the

Planning Commission held a public hearing, and recommended approval with no conditions; there were no public comments from the public.

**11. Consider approval of Ordinance No. 2026-027 to amend the Hidden Valley Master Plan PD-R (Planned Development Residential) zone on approximately 11.7 acres, generally located south of Hidden Valley Drive and west of Rio Road. (Avenidas at Hidden Valley Phases 3 & 4 Case No. 2026-PDA-004)**

**BACKGROUND and RECOMMENDATION:**

The proposal is for a single-family project consisting of 45 lots with a density of 4.6 dwelling units per acre. The underlying general plan is MDR (Medium Density Residential) and PF (Public Facilities). At their meeting held on March 10, 2026, the Planning Commission held a public hearing, and recommended approval with a 5-0 vote and one condition; 1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement; there were two public comments.

**12. Consider approval of Ordinance No. 2026-028 amending the Atkinville Interchange Area Commercial Planned Development Commercial zone on approximately 5.06 acres located at Pioneer Road, south of Nighthawk Drive, in order to modify the previously approved Mojave Crossing Development. (Mojave Crossing - Case No. 2026-PDA-007)**

**BACKGROUND and RECOMMENDATION:**

A PD amendment was approved for a hotel, retail and office building on the site in March of 2025. The applicant is proposing changes to the site requiring a PD amendment. The Planning Commission held a public hearing on March 24, 2026 and heard from two Sun River residents. With a 6-0 vote, the Planning Commission recommends approval of the PD amendment with the conditions imposed on the project in 2025 and added one additional condition.

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

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

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

  
\_\_\_\_\_  
Brenda Hatch, Deputy City Recorder

5/27/2026  
\_\_\_\_\_  
Date

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

# PROCLAMATION

**WHEREAS**, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united and harmonious society, fostering connections that transcend differences; and

**WHEREAS**, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

**WHEREAS**, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds, living them up and collectively working to improve lives; and

**WHEREAS**, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

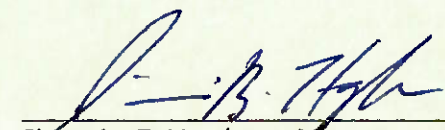
**WHEREAS**, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

**WHEREAS**, the City of St. George has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism.

**NOW, THEREFORE**, I, Jimmie Hughes, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim that the City of St. George commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributors of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 2nd day of April, 2026.



  
\_\_\_\_\_  
Jimmie B Hughes, Mayor

# PROCLAMATION

**WHEREAS**, in Utah, 1 in 3 women and 1 in 6 men will experience intimate partner violence in their lifetime. Compared to the Nation, it is estimated that Utah has higher rates of sexual assault; and

**WHEREAS**, as sexual violence is a prominent and pervasive issue, it is necessary to provide services, support, and believe survivors of sexual assault; and

**WHEREAS**, there is a dire need for prevention efforts directed towards ceasing the occurrence of sexual assault; and

**WHEREAS**, cities can increase the quality and togetherness of their community by creating an environment where sexual assault is unacceptable; and

**WHEREAS**, together we can continue to strengthen prevention, support healing, and create a community where everyone feels safe and valued.

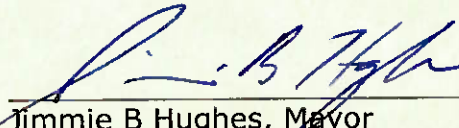
**NOW, THEREFORE**, I, Jimmie Hughes, Mayor, along with the City Council of the City of St. George, Utah, do hereby proclaim April, 2026 as:

## SEXUAL ASSAULT AWARENESS MONTH

in the City of St. George in recognition and support of survivors of sexual violence, honoring those who have shared their stories and the advocates such as Southwest Forensic Nursing & Healthcare who have led the way. Their courage reminds us that prevention is possible and that each of us has a role to play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 2nd day of April, 2026.



  
Jimmie B Hughes, Mayor



**CITY OF ST. GEORGE**  
**EMPLOYMENT CONTRACT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **CITY OF ST. GEORGE**, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as “City”), whose address is 61 S. Main, St. George Utah 84770, and **TIFFANY LAJOICE** (hereinafter referred to as “Employee”), whose address is [REDACTED]. City and Employee may be referred to herein as a “Party” or jointly as “Parties”.

**RECITALS**

- A. Employee has been serving as the City’s Interim Finance Director since July 17, 2025.
- B. City has determined that maintaining Employee in the position of Finance Director is in the best interest of the City.
- C. Utah Code §10-3-1105 allows the City to enter into an employment agreement with Employee to fully set forth the terms and conditions of employment.
- E. City desires to formalize through this Agreement, the appointment and services of Employee.
- F. Through this Agreement the City desires to:
  - 1. Establish certain conditions of employment;
  - 2. Set working conditions;
  - 3. Secure and retain the services of Employee and to provide inducement for her to remain in such employment;
  - 4. Make possible full work productivity by assuring peace of mind on the part of Employee; and
  - 5. Provide a just means for compensation Employee’s service.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained,

**Section 1: POWERS AND DUTIES**

The City hereby agrees to employ Employee as the Finance Director for St. George City to exercise powers and perform the duties specified in the job description attached hereto as **Exhibit A**, and to perform other legally permissible and proper duties as the City may from time

to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, City Code, or state or federal law.

**Section 2: TERM**

- 2.1 The term of this Agreement shall be for a period of not more than thirty (3) months from April 2, 2026 until no later than July 4, 2026.
- 2.2 Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. The term “employed” however, shall not be construed to include occasional teaching, writing, speaking, consulting performed on the Employee’s time off even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. *De Minimis* use of City’s equipment (such as laptop computer or phone) for such purposes is hereby authorized.

**Section 3: TERMINATION AND SEVERANCE PAY**

- 3.1 In the event the appointment is terminated without cause under this Agreement, the Employee shall receive a severance package which is equal to the value of six-months gross salary and benefits.
- 3.2 In the event Employee’s appointment is terminated with cause, which is defined for purposes of this Agreement as: conviction of a felony offense, malfeasance in office, misfeasance in office, substantial violation of the City’s Personnel Policies, or inability to perform the essential functions of the job, then the City shall have no obligation to provide compensation as provided in section 3.1 above.
- 3.3 In the event Employee voluntarily resigns as the Finance Director, the City will be under no obligation to continue to compensate Employee after the date of resignation except for items to which Employee may be legally entitled.
- 3.4 Failure to renew this Agreement for any additional term shall not trigger any additional compensation, severance, or employment, except as set forth in section 3.5 below. If the City intends not to renew this Agreement, the City shall make every effort to provide thirty (30) days’ notice to the Employee of the City’s intention not to renew.
- 3.5 If Employee served in a merit position with the City prior to appointment as the Finance Director, and this Agreement is not renewed as set forth in section 3.4 above, the employee may be placed back into a merit position (if available) for which the Employee is qualified. The City is not obligated to create a position for the Employee. The Employee shall be compensated based upon the range for the merit position.

**Section 4:**     **COMPENSATION & SALARY**

- 4.1     Employee's salary effective upon execution of this Agreement shall be \$170,000 per year.
- 4.2     Employee shall be eligible for all market rate, COLA, or merit increases available to other employees of the City.
- 4.2     Employee shall be paid in bi-weekly installments at the same time as other employees of the City are paid.

**Section 5:**     **DISABILITY**

In the event Employee is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or health for a period of three (3) successive months, the City shall have the option to terminate this Agreement for cause.

**Section 6:**     **BENEFITS**

- 6.1     Employee shall maintain all City health and dental benefits currently provided.
- 6.2     Employee shall maintain all life, disability and other insurance benefits currently provided.
- 6.3     Employee shall accrue paid time off at the rate of 10.15 hours per pay period (264 hours or 33 days per year). One half of paid time off may be carried over year to year up to a maximum of 336 total hours.
- 6.4     City shall continue contributions into the Utah Retirement System for Employee as required.
- 6.5     Employee shall receive an automobile allowance of \$184.72 per pay period as well as a phone reimbursement of \$25 per pay period.
- 6.6     Employee shall be eligible for all other benefits offered to other employees of the City.

**Section 7:**     **HOURS OF WORK**

Employee shall be required to provide a minimum of 40 hours of work per week to the City. It is recognized that Employee must devote a great deal of their time outside normal office hours to business of the City, and to that end Employee will be allowed to flex his scheduled time as she shall deem appropriate but shall generally be available during normal business hours of the City.

**Section 8: PROFESSIONAL DEVELOPMENT**

- 8.1 The City will provide sufficient funds through the budgeting process resources, as it deems appropriate, for Employee to attend seminars, short courses, professional association meetings, and similar functions for his continued professional development and for the good of the City. City agrees to pay for Employee to attend national and local conferences including Conferences sponsored by the Utah League of Cities and Towns, and any other conference/training the City determines Employee should attend as the Finance Director.
- 8.2 City will provide through the budget process, resources as it deems appropriate for Employee to maintain professional association memberships that are held by Employee and any civic club memberships where Employee participates.

**Section 9: INDEMNIFICATION**

- 9.1 City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's official duties or resulting from the exercise of judgment or discretion in connection with the performance of those duties or responsibilities, unless the act or omission involved willful or wanton conduct (malfeasance). Employee may request, and the City shall not unreasonably refuse to provide, independent legal representation at City's expense. Legal representation provided by City for Employee shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, and court costs.
- 9.2 Employee recognizes that the City shall have the absolute right to settle any claims or lawsuits unless the settlement is of a personal nature to Employee, in which event Employee may exercise his veto over the settlement. Further, City agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee acting in their official capacity is a party, witness, or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending. Further, City agrees to pay Employee's reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to City regarding pending litigation.

**Section 10: BONDING**

City shall bear the full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 11: GENERAL PROVISIONS**

- 11.1 This Agreement sets forth and establishes the entire understanding between the City and Employee relating to the appointment of Employee as Finance Director by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. The Parties by mutual written agreement may amend any provision of the Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- 11.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- 11.3 If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

**Section 12: NO REDUCTION OF BENEFITS**

The City shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of Employee, unless such reduction is applicable to all employees of the City.

**Section 13: NOTICES**

Notices pursuant to the Agreement shall be given by U.S. Postal Service, personal delivery, or electronic delivery addressed as follows:

CITY: St. George City Mayor  
61 S. Main  
St. George, Utah 84770  
Email: [mayor@sgcityutah.gov](mailto:mayor@sgcityutah.gov)

EMPLOYEE: Tiffany LaJoice  
[REDACTED]  
[REDACTED]  
Email: tiffany.lajoice@sgcityutah.gov

Alternatively, notices required pursuant to this Agreement may be emailed through City email addresses, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the sent email, personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**IN WITNESS WHEREOF**, City has caused this Agreement to be signed and executed by the Mayor as chair of the City Council, and duly attested by its City Recorder, and Employee has signed and executed this Agreement the day and year first above written.

*[Signatures to follow]*

CITY OF ST. GEORGE

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:  
St. George City Attorney

By: \_\_\_\_\_  
Ryan N Dooley,  
City Attorney

EMPLOYEE

\_\_\_\_\_  
Tiffany LaJoice



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3a

**Subject:**

Consider approval of award of bid to Zion Engineering for the replacement of HVAC system for the St. George Museum of Art

**Item at-a-glance:**

Staff Contact: Marc Mortensen  
Applicant Name: City of St. George  
Reference Number: 26-273  
Address/Location:  
47 E. 200 N.

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

The Art Museums HVAC system is over 20 years old and is no longer cooling adequately. To ensure the facility remains functional through the summer months, a replacement is necessary this spring. Bids were received for the replacement of the HVAC system at the Art Museum. The awarding contract amount is \$135,747.16.

**Staff Narrative (need/purpose):**

The current HVAC system if 20+ years is no longer able to adequately cool the building making conditions uncomfortable for staff and museum patrons and unacceptable to house the City's permanent art collection. Bids were received for the replacement of the HVAC system at the Art Museum and Zion Engineering was the apparent low bidder at \$135,747.16

**Name of Legal Dept approver:** Kristopher Pearson

**Budget Impact:**


Cost for the agenda item: \$135,747.16  
Amount approved in current FY budget for item: 135,000  
If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:  
NA  
Description of funding source:  
Capital Project Fund

**Recommendation (Include any conditions):**

Staff recommends approval

**Attachments**

# PROPOSAL

Trent Sorensen Cell: 801.960.5408 Office: 801.631.3873 Trent@zioneng.us		Zion Engineering PO Box 136 Riverton, Utah 84065 State Contract#MA4798
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**Contact**

Justin Bush  
 4355748828  
 Art Museum  
 47 E 200 N, St. George, UT 84770

Mar 26, 2026  
**Quote # 1488**

**Scope of Work**

Labor and Materials to remove and replace the existing air handler and refrigerant condenser.  
 Installation of:  
 New AHU  
 New 15 ton chiller  
 New Boiler in place of heating units  
 Ductwork Changes.  
 Piping  
 Insulation  
 ETC.

**Default Section** \$135,747.16

Material Description	Qty	Unit Price	Subtotal
AHU	1	\$47,571.43	\$47,571.43
Chiller	1	\$32,571.43	\$32,571.43
Boiler	1	\$15,571.43	\$15,571.43
Piping	1	\$7,714.29	\$7,714.29
Electrical	1	\$1,714.29	\$1,714.29
Insulation	1	\$5,428.57	\$5,428.57
Ductwork	1	\$4,000.00	\$4,000.00
Parts not taxable	1	\$1,142.86	\$1,142.86
Controls (Excluded besides moving sensors, and existing start stop calls)	1	\$142.86	\$142.86

**Material Total** \$115,857.16

Labor	Qty	Unit Price	Subtotal
	170	\$117.00	\$19,890.00
		<b>Labor Total</b>	<b>\$19,890.00</b>

	<b>Sub Total</b>	\$135,747.16
	<b>Quote Total</b>	\$135,747.16

## Exclusions

- Items or Labor not specifically mentioned above are EXEMPT from this proposal. Such as: Drywall patchwork, pre-existing conditions, general construction, and electrical, not specifically mentioned in the scope above.

## Notes:

- Job to be completed during regular hours 08:00-16:30 Monday to Friday
- Pricing is subject to parts availability and all items being done concurrently

### Customer Acceptance:

---

Type/Print Name  
(Signature)

Customer Acceptance

---

Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Drive Ste 200 Salt Lake City UT 84047	<b>CONTACT NAME:</b> Laura Cleverley <b>PHONE (A/C No. Ext):</b> 801-924-1400 <b>E-MAIL ADDRESS:</b> certrequests@ajg.com		<b>FAX (A/C, No):</b> 801-924-1441
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Zion Engineering 5916 W Kidd Cabin Circle Herriman UT 84096	ZIONENG-01	<b>INSURER A :</b> WCF National Insurance Company <b>INSURER B :</b> WCF Mutual Insurance Company <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	<b>NAIC #</b> 40517 10033

**COVERAGES**

CERTIFICATE NUMBER: 1888599022

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	4094247	8/12/2025	8/12/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4099091	8/12/2025	8/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4094634	8/12/2025	8/12/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4094246	8/12/2025	8/12/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of St. George is included as Additional Insured as respects General Liability and Auto Liability Policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing Waiver of Subrogation applies to Additional Insureds, as respects General Liability, Auto Liability and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow form. 30 day notice of Cancellation required, except 10 days for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

City of St George Attn: 175 E 200 N St. George UT 84770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**Section II – Covered Autos Liability Coverage** is amended as follows:

The following is added to Paragraph **A. Coverage – 1. Who Is An Insured:**

**Who Is An Insured** includes as an additional insured any person(s) or organization(s) with whom you have agreed in a written contract or agreement, valid during the Policy period and executed prior to any “accident” or “loss”, that such person(s) or organization(s) be added as an additional insured on your Policy.

Such persons or organizations are additional insureds but only with respect to liability for “bodily injury” or “property damage” caused by an “accident” in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and resulting from the ownership, maintenance or use of a covered “auto”.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF SUBROGATION - BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**Section IV – Business Auto Conditions** is amended as follows:

With respect to the insurance provided by this endorsement, Paragraph **A.5. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or loss to impair them.

We waive our right of recovery that we may have against a person or organization, but only to the extent that this is required of you by a written contract or agreement that is signed and executed prior to any accident or loss. This waiver applies only to the person or organization designated in such contract or agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

<b>Named Insured:</b>	Zion Engineering
<b>Endorsement Effective Date:</b>	11/1/2024

### **SCHEDULE**

<b>Number Of Days' Notice:</b>	30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the Cancellation Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

<b>Number of Days' Notice:</b>	30
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(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph **2.** of either the **CANCELLATION Common Policy Condition** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL LIABILITY UMBRELLA  
CU 02 04 09 00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EARLIER NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### **SCHEDULE**

<b>Number Of Days' Notice</b> <u>    30    </u>
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(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Paragraph 2. of either the **Cancellation** Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

## Schedule

1. **Waiver Type**      Blanket

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 12/13/2024      Policy No. 4094246      Endorsement No.  
Insured Zion Engineering      Premium  
5916 W Kidd Cabin Cir  
Herriman, UT 84096-7465  
Insurance Company WCF Mutual Insurance Company

Countersigned by \_\_\_\_\_



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY BROADENING ENDORSEMENT – CONTRACTORS**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Form, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement.

<b>Subject</b>	<b>Page</b>
Additional Insured - Lessors of Leased Equipment – Automatic	4, 5
Additional Insured - Managers or Lessors of Premises – Automatic	4
Additional Insured - Mortgagee, Assignee, or Receiver - Automatic	6,7
Additional Insured - Other Persons or Organizations – Automatic	5
Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises - Automatic	5,6
Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - Automatic	6
Additional Insured - Vendors - Automatic	7
Bodily Injury, Including Resulting Mental Anguish	8
Contract Penalties	2
Damage To Property - Exception For Elevators	2
Damage To Property - Exception For Equipment Loaned Or Rented	2
Designated Construction Project General Aggregate Limit	8
Knowledge/Notice Of Occurrence	8
Lost Key Coverage	2
Other Insurance, Including Primary Provision	8,9
Supplementary Payments – Increased Bail Bond Amount - \$3,000	2
Supplementary Payments – Increased Loss Of Earnings - \$500 Per Day	2
Unintentional Failure To Disclose Hazards	8
Waiver Of Transfer Of Rights Of Recovery Against Others To Us – Blanket	9,10
Who Is An Insured - Newly Acquired Organizations - 180 Days	3



**Section II – Liability** is amended as follows:

1. Paragraph **A.1.f.(1)(b) Coverage Extension – Supplementary Payments** is deleted and replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

2. Paragraph **A.1.f.(1)(d) Coverage Extension – Supplementary Payments** is deleted and replaced by the following:

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

3. The following is added to Paragraph **A. Coverages**:

**Contract Penalties**

- a. We will pay for the contract penalties you are legally liable to pay under the written provisions of a contract due to a material breach of that contract. This material breach of contract must be the direct result of direct physical loss or damage to property owned by you, occurring at premises you own or rent, and caused by fire, lightning, explosion, smoke, or water other than flood.  
No other obligation or liability to pay sums or perform acts or services is covered.
- b. This coverage only applies to direct physical loss or damage that occurs during the policy period.
- c. The most we will pay under this coverage is \$5,000 in any one occurrence. The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$5,000. Paragraph **D. Liability and Medical Expenses Limits Of Insurance** does not apply to this coverage.

**Lost Key Coverage**

Coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged, or stolen while in your care, custody, or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

Limit of Insurance - For the purpose of this coverage the most we will pay is \$10,000 per occurrence.

4. Paragraph **B.1.k. Damage To Property** the following is added:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.



5. In Paragraph **C. Who Is An Insured** the following is added:

Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Paragraph **A.1. Business Liability** does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

6. In Paragraph **C. Who Is An Insured** the following is added:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1 of **C. Who Is An Insured**, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company; or
- b. An organization other than a partnership, joint venture or limited liability company;
- c. A trust;

as indicated in its name or the documents that govern its structure.

7. In Paragraph **C. Who is An Insured** the following is added:

Each of the following is also an additional insured, but only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However, no person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and attached to this Coverage



Form.

**Managers or Lessors of Premises**

- a. Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and only if you are required by a contract or agreement to provide them with such insurance as is afforded by this policy.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- (2) The insurance afforded to such additional insureds will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to such additional insureds, this insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to be a tenant in such premises.
- (2) Structural alterations, new construction or demolition operations performed by or for such additional insureds.

With respect to the insurance afforded to such additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

The insurance afforded to such additional insured does not increase the applicable Limits Of Insurance shown in the Declarations.

**Lessors of Leased Equipment**

- b. Any person or organization from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- (2) The insurance afforded to such additional insureds will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to such additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

With respect to the insurance afforded to such additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or



(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

The insurance afforded to such additional insured does not increase the applicable Limits Of Insurance shown in the Declarations.

**Other Persons Or Organizations Pursuant To Contract Or Agreement**

c. Any person or organization but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law; and

(2) The insurance afforded to such additional insureds will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to such additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

The insurance afforded to such additional insured does not increase the applicable Limits Of Insurance shown in the Declarations.

**State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises**

d. Any state or governmental agency or subdivision or political subdivision, subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decoration and similar exposures;

2. The construction, erection or removal of elevators; or

3. The ownership, maintenance or use of any elevators covered by this insurance. However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to Paragraph

**D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:



1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

e. Any state or governmental agency or subdivision or political subdivision, but only when you and such state or governmental agency or subdivision or political subdivision have agreed in writing in a contract or agreement that such state or governmental agency or subdivision or political subdivision be added as an additional insured on your policy, subject to the following provisions, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
  - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
  - a. Bodily injury, property damage, or personal and advertising injury arising out of operations performed for the federal government, state or municipality; or
  - b. Bodily injury or property damage included within the products-completed operations hazard
3. With respect to the insurance afforded to these additional insureds, the following is added to the Liability and Medical Expenses Limits of Insurance section:
 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

  - a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
4. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

**Mortgagee, Assignee or Receiver**

- A. Any person(s) or organization(s) is also an additional insured, but only with respect to liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of the premises by you and as shown in the Schedule. However:
  - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:



1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less

This endorsement shall not increase the applicable Limits of Insurance shown in the declarations

## Vendors

Any person or organization who is a vendor of "your products", but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
  - a. Bodily injury or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to: 1, The exceptions contained in Subparagraph d. or f.; or 2. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

With respect to the insurance afforded to these vendors, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

8. Paragraph C. 2.a.(1)(d) **Who is an Insured** is deleted and replaced by the following:



(d) Arising out of his or her providing or failing to provide professional health care services. However, this does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

9. In Paragraph **E.2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** the following is added:

f. The following provision applies to paragraph **a.** above:

Notice of an "occurrence" or an offense which may result in a claim will be considered knowledge of the insured if known to an individual named insured, an "executive officer" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust); or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

g. The following provision applies to paragraph **b.** above:

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after any of the persons described in the paragraph **e.** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Form may apply.

10. Paragraph **F.3. Liability and Medical Expenses Definitions**, is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

11. Paragraph **F.14.b. Liability And Medical Expenses Definitions**, is deleted and replaced by:

b. Malicious prosecution, abuse of process, and wrongful use of civil proceedings.

12. Under 4. Aggregate Limits The following paragraph is added:

c. The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

**Section III – Common Policy Conditions** is amended as follows:

1. In Paragraph **C. Concealment, Misrepresentation or Fraud** the following is added:

Your failure to disclose all hazards existing as of the inception date of this Policy will not void this Policy if such failure, or omission, was not intentional.

2. In Paragraph **H. Other Insurance**, Paragraphs **2.** and **3.** are deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph **c.** below.

b. Excess Insurance



- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is insurance that applies to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) If the loss arises out of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **B. Exclusions, 1. Applicable to Business Liability Coverage;**
  - (d) If the loss arises out of "property damage" to loaned or rented equipment or the use of elevators to the extent not subject to Exclusion **k.** of **B. Exclusions, 1. Applicable to Business Liability;**
  - (e) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured;
  - (f) If the loss arises from "incidental medical malpractice injury".
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance;
  - (b) The total of all deductible and self-insured amounts under all that other insurance.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**d. Primary And Non-Contributory Insurance If Required By Contract**

If you specifically agree in a contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and noncontributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed; subsequent to the signing of that contract or agreement by you.

**3. Paragraph K.2. Transfer of Rights of Recovery Against Others To Us is deleted and replaced by the following:**

**2. Applicable to Businessowners Liability Coverage:**



We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss. To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived prior to loss as stated above, those rights are automatically transferred to us. The insured must do nothing after loss to impair these rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights. We may pursue our own right of subrogation against a third party without regard to whether the insured is made whole by any recovery. This condition does not apply to Medical Expenses Coverage.

**QUOTATION  
MIDGLEY-HUBER, INC.**

MANUFACTURERS AGENTS  
HEATING – VENTILATING  
DUST CONTROL – AIR CONDITIONING

2465 PROGRESS DRIVE  
P.O. BOX 26187 (84126-0187)  
SALT LAKE CITY, UT 84119  
PHONE (801) 972-5011  
FAX (801) 973-4049

Date: 3/26/26

Quote:

**TO: St George city facilities**

**JOB: St George Museum retrofit**

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**.PLEASE SIGN AND RETURN ONE COPY**

PAYMENT DUE 30 DAYS AFTER INVOICE (See terms and conditions ¶ 2.)  
UNLESS NOTED OTHERWISE, F.O.B FACTORY, FREIGHT ALLOWED (See terms and conditions ¶ 3.)  
TAX NOT INCLUDED (See terms and conditions ¶ 8.)

THIS QUOTATION IS VALID FOR **30 DAYS** FROM THE ISSUANCE DATE ABOVE

The additional terms on the reverse side are part of this contract. Notwithstanding any different or additional terms that may be embodied in your purchase order, your order is accepted only on the condition that you expressly assent to the terms and conditions contained above and on the reverse side hereof.

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**) VRF Heat pump chiller LG including the Edge 10 controller for BMS interface**

**IEC 4 pipe air handler Retrofit chilled and hot water piping provide new pumps**

**(1) Backup hot water high efficiency boiler Piping flush once boiler is removed**

**Duct modifications for new air handler included, new gauges, expansion tank, and vales included**

**Pipe and duct with insulation Demo of old components viewed during job walk**

**Startup and on site assistance**

**TOTAL Quote \$ 158,886**

**1) Seismic bracing or cabling is NOT INCLUDED however if seismic is necessary add \$1,200  
For the engineering of the system. Engineering and product would be additional to the quote**

**Not Included: refrigerant piping, specialties, or refrigerant. Line voltage not included  
Controls not included as Yamas is the BMS on site. CONTRACTOR and owner Must verify voltage  
and phase**

**NOTE: John Henstra to provide job review and commencement and at startup**

**1) Add for installation of seismic restraint devices including cables, anchors, and spring hangers, and  
all seismic hardware for above equipment and ductwork. See note above**

**Due to the potential and imposed tariffs being placed on goods being imported,  
This quote does not include/reflect any potential price increases that may incur due to tariffs at a later date  
Taxes Not Included**

**Best Regards,  
MIDGLEY-HUBER, INC.  
Bret Elton**

**ACCEPTANCE OF QUOTE AND TERMS AND CONDITIONS**

The undersigned (hereinafter "Buyer") accepts the above quote and the terms and conditions below and contracts Midgley-Huber, Inc. (hereinafter "Seller") for the purchase of the product identified above.

1. GENERAL: All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's product are subject to and shall be governed exclusively by the terms and conditions stated herein. The acceptance by Buyer of Seller's product of any offer or counter-offer to sell is limited to these terms and conditions. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller, unless expressly accepted in a subsequent writing signed by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditioned upon Buyer's assent to all terms and conditions stated herein, including any terms in addition to, or inconsistent with, those contained in Buyer's offer. Please be advised that Seller will not release or schedule product for production without written review and approval of the mechanical engineer and, where applicable, the commissioning agent. It is the Buyer's responsibility to obtain the written review and approval by the mechanical engineer and commissioning agent. Buyer recognizes that if such written review and approval are not timely obtained by Buyer, product production may be delayed.

2. PAYMENT AND COLLECTION: Buyer shall make payment to Seller within thirty (30) days of the date of invoice. In the event of a dispute, the undisputed amount must be paid within thirty (30) days of invoice. If payment for the full amount of all purchases is not made within thirty (30) days from date of invoice, a finance charge of one and one-half percent (1-1/2%) per month will be added to the past due balance (including past due but unpaid finance charges). In the event Seller places Buyer's account "for collection," Buyer agrees to pay all reasonable costs of collection including, but not limited to, attorney's fees and court costs. Any payment designated "paid in full" or any claim of accord and satisfaction shall not be valid unless accompanied by a writing signed by both parties agreeing that the payment is in fact payment in full.

3. DELIVERY: Unless otherwise agreed in writing by Seller, delivery shall be made F.O.B. point of manufacture. Any delivery dates shown (or which may be shown) are approximate only and Seller shall have no liability for any delays in delivery. Seller cannot guarantee shipping dates. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing. Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's nonperformance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. The buyer agrees to inspect all shipments of goods in accordance with this agreement

upon receipt thereof and to report immediately any damage or shortage to Seller and to the delivering carrier. Buyer agrees also to file claims for any shortages or damage with the carrier.

4. **WARRANTY:** The Buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. The manufacturer's warranty comprises the sole and entire warranty pertaining to the product provided by Seller. Seller makes no warranty, guarantee or representation of any kind whatsoever. All warranties by (or against) Seller, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are hereby renounced and disclaimed, and in particular Buyer waives and renounces as against Seller any warranty against hidden defects. There are no warranties on product built or acquired wholly or partially to Buyer's designs or specifications. Seller hereby assigns to Buyer any warranty claims Seller has against the manufacturer as to the product sold to Buyer.

5. **LIMITATION OF REMEDY:** Seller's liability arising from or in any way connected with the items sold, or under this contract, shall be limited exclusively to handling the repair or replacement of items sold or a refund of the purchase price (paid by Buyer), at Seller's sole option. In no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or any items sold or delivered and/or to be delivered to Buyer, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn strict liability, or otherwise.

6. **CHANGES, RESCHEDULES, AND CANCELLATIONS:** Prices as officially acknowledged by Seller are subject to change as follows. Prices on product of the Seller's manufacturers are firm provided the product is released for shipment in accordance with the Seller's standard shipment forecast of 60 days from the date submitted on this Quotation and Contract. If shipment is delayed beyond 60 days from the date of submission, prices are subject to change, not to exceed 1 ½ % per month for each month of delay, up to 6 months. If release of the product is delayed longer than 6 months, prices will be adjusted to the price in effect at the time of shipment. Prices are subject to escalation to reflect increased costs of component subassemblies purchased by Seller from others, such as fans, motors, coils, motor controls, drives, electrical components, etc., included as parts of packaged product, whether factory mounted or shipped separately. Capacities, ratings, designs, specifications, dimensions for products quoted herein shall be as listed and/or as shown in seller's catalog or submittal data. Seller reserves the right to make corrections to typographical, mathematical or other errors, upon discovery and will immediately notify Buyer of the corrections. The manufacturer's product's dimensions may vary and may be subject to change at any time by the manufacturer. Buyer must determine the suitability of the product for the purposes intended and if dimensions are not variable for the intended use, Buyer must inform Seller in writing that dimensions must be as determined by Buyer. Buyer may request to modify the design or specifications for the products to be purchased as well as the quantities and delivery dates thereof, or may request to cancel all or part of any order. Any such requested modification or cancellation shall be approved, in writing, by Seller and may be subject to changes in lead time and charges to be determined by the manufacturer.

7. **RETURNS:** Returns will be accepted only after Seller's permission has been obtained in advance. Return of items normally stocked by Seller will be subject to 15% restocking charges. Return of special items or items not normally stocked by Seller will be commensurate with terms given by the manufacturer, with possible administrative charges. Non-standard items not returnable to the manufacturer will not be returnable to Seller. Credit will be based on invoiced price, not including freight charges.

8. **PRICE AND TAXES:** All prices of products are subject to change or withdrawal. Any testing, documentation, or special requirements not specified in Buyer's inquiry are not included in any prices quoted. Unless otherwise indicated in writing signed by Seller, all prices and charges are exclusive of excise, sales, use, property, occupational, or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold or to be sold by Seller. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts of the items sold. Buyer agrees to pay all such taxes or to reimburse Seller thereof upon receipt of Seller's invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall defend, indemnify and hold Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

10. **FORCE MAJEURE:** Seller does not assume the risk of, and shall not be liable for, failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts,

laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or manufacturers, shortages of materials and any other cause beyond Seller's control.

11. ENTIRE AGREEMENT: The terms and conditions set forth herein, along with any amendments, modifications and any different terms or conditions expressly accepted by Seller, in writing, shall constitute the entire agreement concerning the items sold, and there are no oral or other representations or agreements which pertain thereto. This agreement shall be governed by the laws of the State of Utah.

**ACCEPTED BY:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Its \_\_\_\_\_

**BUYER'S STATUS:**

- Individual/Sole Proprietor
- Corporation/LLC
- Partnership/Joint Venture

CITY OF ST GEORGE - AS READ BID TABULATION\*\*

PROJECT NAME: 26-273 ART MUSEUM HVAC REPLACEMENT

OPENING DATE: 3/26/2026

		MIDGLEY HUBER, INC	ZION ENGINEERING	
Labor and Materials to remove and replace the existing air handler and refrigerant condenser. Installation of: New AHU, New 15 ton chiller, New Boiler in place of heating units, Ductwork Changes, Piping Insulation		\$158,886.00	\$135,747.16	
	<b>TOTAL BID</b>	<b>\$158,886.00</b>	<b>\$135,747.16</b>	

\*\*This is the initial reading of the bids. All of the information is subject to verification and evaluation in accordance with the published bid criteria.



## **26-273 - RFP St. George Art Museum Mechanical Upgrade**

### **PROJECT OVERVIEW**

The City of St. George is requesting proposals for a comprehensive upgrade to the mechanical system serving the St. George Art Museum. This project includes the removal of the existing direct expansion (DX) air handling system and associated equipment and the installation of a new hydronic heating and cooling system consisting of a heat pump chiller, hydronic air handler, and high-efficiency condensing boiler.

The project shall include all labor, materials, equipment, and services necessary to remove the existing equipment and install a new high-efficiency system that meets current industry standards and applicable codes.

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### **EXISTING CONDITIONS**

The Contractor shall conduct a comprehensive site assessment to evaluate:

1. Existing DX air handling unit and condenser configuration
2. Existing inline duct heaters and associated ductwork connections
3. Existing refrigerant piping and condensate drainage systems
4. Existing electrical connections and control wiring
5. Structural mounting and equipment access conditions
6. Available space for installation of new hydronic equipment and piping
7. Access routes for equipment removal and installation

The Contractor shall verify all field conditions prior to equipment procurement.

## PROJECT REQUIREMENTS

### Mechanical System Replacement

The project shall include the following work:

1. Removal and proper disposal of the existing DX air handling unit, outdoor condenser, inline duct heaters, and all associated refrigerant piping and related components.
2. Removal of any associated ductwork, refrigerant lines, and accessories required to facilitate the installation of the new system.
3. Installation of a new air handling unit equipped with a heating water coil and heat pump/chilled water-cooling coil with a nominal capacity equivalent to approximately **15 tons**. Match the current AHU vibration mitigation system.
4. Installation of a new **15-ton air-cooled heat pump chiller** to provide chilled and heated water to the air handler cooling coil.
5. Install and insulate new **2-inch hydronic piping** between the chiller and the air handler, including all necessary fittings, valves, and accessories.
6. Provide and install associated hydronic components including:
  - Circulation pumps
  - Air separators and air bleeds
  - Strainers
  - Expansion tank
  - Isolation valves
  - Pressure and temperature gauges
7. Installation of a new **high-efficiency 400,000 BTU condensing boiler** with a high turndown ratio for heating support. Verify during job walk flue locations.
8. Install and insulate the new boiler piping between the boiler and the air handler heating coil.

Hydronic piping systems shall include all required components in accordance with industry best practices, including:

- Air separators and automatic air vents
- Black Steel Pipe or Copper Acceptable
- Strainers



- Expansion tanks
- Circulating pumps
- Isolation valves
- Pressure and temperature gauges
- Pipe insulation

## **INSTALLATION REQUIREMENTS**

### **Mechanical Installation**

The Contractor shall:

1. Install all mechanical equipment in accordance with manufacturer specifications and applicable codes.
2. Provide all piping supports, hangers, insulation, and vibration isolation as required.
3. Ensure all hydronic piping systems are pressure tested and flushed prior to system startup.
4. Balance hydronic flow rates to meet design performance requirements.

### **Electrical Work**

The Contractor shall:

1. Provide and install all electrical connections required for the new equipment.
2. Verify existing electrical service capacity and compatibility with new equipment.
3. Provide new disconnects, wiring, and protection devices as required to meet code.

### **Gas Piping**

The Contractor shall:

1. Install new gas piping connections for the condensing boiler.
2. Size and route gas piping in accordance with manufacturer specifications and local codes.

### **Condensate Management**

The Contractor shall fabricate and install a **secondary containment catch pan** beneath the boiler and associated pumps and pipe the pan to the nearest floor drain or approved drainage location.

### **Controls Integration**

The Contractor shall:

1. Provide controls necessary for the operation of all new mechanical equipment.
  2. Integrate the new equipment with the existing building control system where applicable.
  3. Provide control wiring, sensors, and programming necessary for proper system operation.
- 

### **TESTING AND COMMISSIONING**

Upon completion of installation, the Contractor shall perform the following:

#### **Mechanical Testing**

- Pressure testing of all hydronic piping
- Verification of pump rotation and operation
- Verification of hydronic flow rates
- Leak testing of all piping systems

#### **Electrical Testing**

- Verification of voltage and amperage draws
- Testing of safety interlocks
- Verification of proper equipment operation

#### **System Commissioning**

- Verification of heating and cooling operation
- Verification of proper control sequences
- Documentation of operating temperatures and pressures
- Final startup performed in accordance with manufacturer requirement.



## **TRAINING**

Upon project completion, the Contractor shall provide operational training for designated City of St. George personnel. Training shall include:

- System startup and shutdown procedures
- Routine maintenance requirements
- Control system operation
- Troubleshooting procedures
- Warranty procedures

Training shall be conducted onsite following system startup.

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## **PRICING REQUIREMENTS**

Proposals shall include a detailed breakdown of project costs including:

- Labor
- Materials
- Equipment
- Controls
- 5 Year Parts and Labor Warranty

All pricing shall be presented as a **complete turnkey installation**.



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3b

**Subject:**

Consider approval of award of bid to ECO Premier Builders for the Dixie Academy Rehabilitation Project

**Item at-a-glance:**

Staff Contact: Marc Mortensen

Applicant Name: City of St. George

Reference Number: 26-272

Address/Location:

86 S. Main Street

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

This item is for the rehabilitation of the roof for the Dixie Academy building. The current roof is over 25 years, in poor condition and in need of replacement. Staff went out for bid and received three bids. The apparent low bid was received from ECO Premier Builders in the amount of \$308,883. Staff recommends award to ECO Premier Builders in the amount of \$308,883 contingent upon approval of the associated budget amendment.

**Staff Narrative (need/purpose):**

This is a rehabilitation project for Dixie Academy and includes new asphalt shingles, new cement board fascia, restoration of the soffit and installing new exterior gutters and downspouts. The project also includes lowering and stabilizing all four chimneys, restoring and painting all wood window systems trim, corbels, freeze boards, gables, and painted gable shingles. CBDG funding was secured for this project. We received three bids and Eco Premier Builders was the apparent low bid at \$308,883.00

**Name of Legal Dept approver:** Kristopher Pearson

**Budget Impact:**

Cost for the agenda item: \$308,883.00

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

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

Community Development Block Grant

Description of funding source:

Community Development Block Grant

**Recommendation (Include any conditions):**

Staff recommends approval contingent upon approval of the associated budget amendment.

**Attachments**

CITY OF ST GEORGE - AS READ BID TABULATION\*\*

PROJECT NAME: 26-272 DIXIE ACADEMY REHABILITATION PROJECT

OPENING DATE: 3/26/2026

		MINT CONSTRUCTION	NORTH STAR RESTORATION	ECOPREMIER BUILDERS
BID ONE - OPEN OPERATIONS		\$392,460.07	\$814,000.00	\$308,883.00
BID TWO - CLOSED OPERATIONS		\$368,761.83	\$794,000.00	\$286,883.00

\*\*This is the initial reading of the bids. All of the information is subject to verification and evaluation in accordance with the published bid criteria.

# 26-272 Dixie Academy Rehabilitation Project

## Bid Proposal and Narrative Response

Historic exterior rehabilitation including roofing, chimney restoration, drainage, window restoration, soffits, trim, painted gable shingles, and metal railings.

<b>Prepared for:</b>	City of St. George
<b>Project address:</b>	86 S Main St, St. George, UT 84770
<b>Proposal date:</b>	March 26, 2026
<b>Plan basis:</b>	Dixie Academy Exterior Restorations, Project No. 2308-055, dated 2/12/2024



Bid 1 - Keep Building Operational	Bid 2 - Keep Building Closed
<b>\$308,883</b>	<b>\$286,883</b>

*Due to volatility estimate/pricing is only good for 45 days.*

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## Executive Summary & Transmittal

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March 26, 2026

City of St. George

**Re: 26-272 Dixie Academy Rehabilitation Project**

EcoPremier Builders respectfully submits this dual bid proposal for the Dixie Academy Rehabilitation Project.

We understand the City requires two, fully itemized bids: one maintaining building operations during construction and one assuming full building closure for the duration of the work.

This proposal is based on review of the provided solicitation materials, plan sheets, and the pre-bid handout & meeting, with the roofing basis aligned to the specified CertainTeed Landmark Premium shingle system and related flashing requirements.

The itemized proposal total for Bid 1 is \$308,883. The itemized proposal total for Bid 2 is \$286,883.

The \$22,000 premium in Bid 1 is concentrated primarily in occupied-site protection, tighter phasing and access control, and slower window and paint restoration sequencing while the building remains in service.

EcoPremier is prepared to execute the work in accordance with the Contract Documents, maintain a protected and clean site, coordinate trade partners, manage submittals and quality control, and deliver complete closeout documentation at project completion.

Please find our bid breakdown, bid bond, qualifications, and supporting documents enclosed.

If you have any questions, or need clarification on any information in our response, please contact us at your earliest convenience.

Thank you for your consideration.

Sincerely,

Josh Benson

President & CEO

EcoPremier Builders LLC

Phone: (385) 414-4930

[josh@ecopremierbuilders.com](mailto:josh@ecopremierbuilders.com)

## Project Understanding & Basis of Proposal:

### Included scope of work:

- Complete tear-off of existing wood-shingle or cedar-shake roofing and underlayment down to the roof sheathing in all included roof areas.
- Frame and sheath over former built-in gutter locations; install new cement-board fascia and rake fascia, new metal drip flashings, and new gutter and downspout segments.
- Install a new CertainTeed Landmark Premium laminated / or GAF Timberline HDZ shingle roof system with full dry-in, valley metal, roof-to-wall flashings, and related roofing accessories.
- Lower, rebuild, and stabilize all four chimneys, including salvage and reuse of matching brick veneer and full flashing coordination at roof intersections.
- Provide permanent roof safety anchors; clean and camera below-grade downspout piping before reconnection; protect existing downspouts to remain where indicated.
- Restore and paint wood windows, soffits, trim, corbels, running trim, painted gable shingles, and metal rails, metal on stairs, handrails, and guard rails within the project limits.

## Bid Price Summary & Itemization:

The table below provides the fully itemized bid structure for the two required operational scenarios.

Scope element	Bid 1 Open	Bid 2 Closed
General Conditions	\$38,077	\$24,077
Old shingle demolition	\$20,600	\$20,600
New asphalt shingle system installation	\$59,878	\$55,878
Built-in gutter omission and infill	\$15,400	\$15,400
Cement board fascia and rake fascia installation	\$12,000	\$12,000
Metal drip flashings	\$11,400	\$11,400
New gutters and downspout segments	\$14,600	\$14,600
Chimney shortening and rebuilding	\$32,000	\$32,000
Wood window restoration and painting	\$62,428	\$58,428
Soffit restoration and painting	\$10,300	\$10,300
Trim and ornamental element repainting	\$15,100	\$15,100
Metal rails / stairs / handrails painting	\$5,700	\$5,700
Roof safety anchors	\$5,500	\$5,500
Downspout flush	\$2,500	\$2,500
Punch / final closeout	\$3,400	\$3,400
<b>Total Itemized Proposal</b>	<b>\$308,883</b>	<b>\$286,883</b>

Pricing includes labor, materials, equipment, supervision, protection, cleanup, and closeout necessary to perform the listed scopes in accordance with the reviewed bid documents.

## RFP Question #1 - Difference Between Bid 1 and Bid 2 Pricing:

The Bid 1 premium over Bid 2 is \$22,000. Bid 1 assumes the Dixie Academy building remains open and operational during construction, with active work phased around occupied use and public circulation. That condition requires more robust pedestrian protection, more frequent work-area resets, tighter delivery and material staging controls, slower exterior production around access points, and a higher supervision burden than the closed-operations scenario.

In practice, Bid 1 is priced around controlled work fronts rather than maximum simultaneous production. The most disruptive activities - roof demolition, chimney work at height, and window and paint restoration near entries and active pedestrian routes are phased so public circulation remains safe and functional at all times. Bid 2 benefits from broader access, fewer daily protection resets, and more continuous exterior production once the site is closed.

Primary Bid 1 premium driver	Added cost
General conditions and occupied-site protection	\$14,000
Roofing production loss and phasing inefficiency	\$4,000
Window restoration and paint productivity impact	\$4,000

## RFP Question #2 – Proposed Schedule & Comparison:

EcoPremier proposes a calendar-based execution plan targeted to achieve majority completion by July 2026, consistent with the City’s stated preference. Based on planning durations of approximately 1 week for roof demolition, 2 weeks for roofing installation, 2 weeks for soffit and gutter work, and 2 weeks for chimney work, and assuming Notice to Proceed no later than May 4, 2026 with timely submittal review, Bid 2 can reach majority completion by July 24, 2026 and final completion by August 7, 2026. Bid 1 can reach majority completion by July 31, 2026 and final completion by August 21, 2026. Chimney work is planned to run concurrently with the main roofing installation where safety allows. The schedule difference is driven primarily by occupied-site phasing, access restrictions, and slower restoration and painting sequencing rather than by the core roof package itself.

Milestone	Bid 1	Bid 2	Closed-site advantage
Preconstruction, submittals, mobilization, protection	May 4-15	May 4-8	Faster setup and fewer protection resets.
Roof demo and tear-off	May 18-22	May 11-15	Larger exclusion zones and more continuous production at height.
Roofing, dry-in, flashings, anchors, chimneys	May 25-Jun 5	May 18-29	Crews can work larger areas with fewer stop-start interruptions.
Soffits, fascia, gutters, downspouts	Jun 8-19	Jun 1-12	Closed site enables elevation overlap and broader staging.
Windows, trim, rails, and paint restoration	Jun 15-Jul 31	Jun 8-Jul 24	Closed site allows broader overlap and faster production
Punch, touch-up, final inspections, closeout	Aug 3-21	Jul 27-Aug 7	Less temporary re-routing and quicker final turnover.

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## RFP Question #3 – Company Experience & Qualifications:

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### COMPANY OVERVIEW

EcoPremier Builders began its journey in 2023. The story of EcoPremier Builders is one of seasoned professionals coming together with a shared vision for excellence in construction.

#### Founders and Leadership:

The founding team includes Josh Benson, Jared Benson, and Alexander Fish, each bringing decades of experience from their successful careers in the construction industry. Josh Benson, has worked on and led major projects such as Apple Park and the Orange County Museum of Art. Jared Benson, has managed significant ventures for the Westfield UTC Mall expansion and various high-profile projects at California Sheet Metal. Alexander Fish, a crucial founding member, has played a key role in on-site management and execution, contributing his extensive expertise in overseeing construction sites and managing trades.

#### The Genesis of EcoPremier Builders:

The inception of EcoPremier Builders was driven by a mutual desire to innovate and improve the construction process. Josh, Jared, and Alexander, having observed the industry's challenges and inefficiencies, aimed to create a company that prioritizes client needs, delivers on time, and maintains the highest standards of quality.

#### Mission and Philosophy:

Our mission at EcoPremier Builders is to harness the extensive experience of our team to provide exceptional construction services. We are committed to transparency, client satisfaction, and excellence in every project we undertake. Our core philosophy is to build strong relationships with our clients through trust, innovation, and quality.

#### Leveraging Past Experience:

Although EcoPremier Builders is a new entity, our team has a rich history of successfully managing and delivering large-scale projects while working for other esteemed construction companies. Our notable projects worked on include:

- **Orange County Museum of Art (OCMA), Costa Mesa, CA**
  - **Owner:** Orange County Museum of Art
  - **CM/GC:** Clark Construction Group (Costa Mesa / Irvine region)
  - **Architect:** Morphosis
  - **Contact:** Greg Zinberg (SVP & B.U. Leader), Clark Costa Mesa Office
  - **Email / Phone:** (714) 427-2800
- **UC San Diego — Franklin Antonio Hall (Jacobs School of Engineering), La Jolla, CA**
  - **Owner:** UC San Diego / UC Regents
  - **CM/GC:** Hensel Phelps (Southern California Region)
  - **Architect:** LMN Architects
  - **Contact:** Hensel Phelps – San Diego County Office
  - **Email / Phone:** (619) 717-8650
- **UC San Diego — Pepper Canyon West Student Housing, La Jolla, CA**
  - **Owner:** UC San Diego Housing • Dining • Hospitality (HDH) / UC Regents
  - **CM/GC:** Clark Construction (Design-Build)
  - **Architect:** Perkins&Will
  - **Contact:** Clark Construction – San Diego Office
  - **Email / Phone:** (619) 578-2650

- **Scripps Health — Prebys Cardiovascular Institute (Scripps La Jolla), La Jolla, CA**
  - **Owner:** Scripps Health
  - **CM/GC:** McCarthy Building Companies, Inc.
  - **Architect:** HOK
  - **Contact:** Paul Lupo, PM (McCarthy – San Diego Office)
  - **Email / Phone:** sd@mccarthy.com · (858) 784-0347
- **Westfield UTC (Expansion/Renovations), San Diego, CA**
  - **Owner/Developer:** Unibail–Rodamco–Westfield (URW) — Westfield Construction / Westfield Design; **Architect:** HKS
  - **Contact:** Brady Cahill (via Westfield UTC Management Office)
  - **Email / Phone:** UTC@urw.com · (858) 546-8858
- **Kaiser Permanente — Clairemont Mesa Medical Offices, San Diego, CA**
  - **Owner:** Kaiser Permanente
  - **CM/GC:** DPR Construction
  - **Architect:** CO Architects
  - **Contact:** John Kay, PM (DPR – San Diego Office)
  - **Email / Phone:** (858) 597-7070
- **Ionis Pharmaceuticals Campus, Carlsbad, CA**
  - **Owner:** Ionis Pharmaceuticals
  - **CM/GC:** DPR Construction
  - **Architect:** DGA
  - **Contact:** Amanda Pritchett, Project Executive (DPR – San Diego Office)
  - **Email / Phone:** amandap@dpr.com · (858) 597-7070
- **Syracuse Arts Remote Academy, Syracuse, UT**
  - **Owner:** Syracuse Arts Academy
  - **CM/GC:** One West Construction
  - **Architect:** Silverpeak Engineering
  - **Contact:** MaLyn Galloway, Office Manager (Antelope Jr. High Campus)
  - **Email / Phone:** mgalloway@saacharter.org · (801) 784-5211
- **Syracuse Arts Academy Junior High School, Syracuse, UT**
  - **Owner:** Syracuse Arts Academy
  - **CM/GC:** One West Construction
  - **Architect:** Silverpeak Engineering
  - **Contact:** Wendy Long, Principal (or MaLyn Galloway, Office Manager)
  - **Email / Phone:** mgalloway@saacharter.org · (801) 784-5211
- **Copper View Plaza, 5127 Miller Crossing Dr, Herriman, UT**
  - **Owner/Rep:** Newmark Mountain West Commercial
  - **CM/GC:** Project-specific (per tenant/shell)
  - **Architect:** Pual Hirst
  - **Contact:** Ryan Stewart, Broker
  - **Email / Phone:** rstewart@newmarkmw.com · (801) 578-5541

### Core Competencies:

1. **Timely Delivery:** We have a proven track record of completing projects on schedule through meticulous planning and coordination.
2. **Client-Specific Solutions:** Our approach is to deeply understand and meet the unique needs and visions of each client.
3. **Quality Assurance:** Our rigorous quality control processes ensure that every aspect of construction meets the highest standards.
4. **Functional and Modern Design:** We strive to deliver buildings that are both functional and aesthetically pleasing, adhering to all design and construction standards.

### Commitment to Excellence:

EcoPremier Builders is dedicated to pushing the boundaries of the construction industry through innovative practices, superior quality, and a client-centric approach. We are excited to bring our collective expertise to the project, ensuring its successful completion and long-lasting value for the community.

## RFP Question #4 - Occupant Protection and Access Control:

- Install and maintain perimeter fencing, rigid work-zone barriers, and covered walkways at active public entry routes. No overhead work will occur above an open entry without canopy protection and an active exclusion zone below.
- Phase work one major elevation or zone at a time during the most disruptive activities. Maintain clearly marked public routes, lockable staging zones, and lift and haul routes separated from occupants by physical barriers rather than tape alone.
- Provide site-condition communication to the City representative, including same-day notice of route changes, lift moves, or temporary access restrictions. Post directional signage where needed and maintain emergency access at all times.
- Use designated spotters during roofing tear-off, chimney debris lowering, delivery events, and any activity that could affect pedestrian flow or nearby staff. Assign a single site lead responsible for immediate route modification if unexpected conditions arise mid-shift.
- Implement stop-work and re-route protocols for wind events, unstable substrate discoveries, loose masonry, or any other condition that changes the safe footprint of the work area. Revised barriers and route protection will be installed before work resumes.

## RFP Question #5 - Debris, Dust, and Overspray Containment:

Containment will be managed differently for the open-operations and closed-operations scenarios, but both scenarios use the same standard: no uncontrolled debris migration, no overspray drift into public areas, and no damage to adjacent glazing, landscaping, paving, or building finishes.

Operation	Bid 1 controls	Bid 2 controls
Shingle removal & roof demo	Contained tear-off into designated drop zones, debris netting at eaves, sealed dumpsters, magnetic sweep, and daily cleanup before public routes reopen.	Larger protected drop zones and less frequent route reopening allow faster tear-off and more continuous cleanup sequencing.
Chimney shortening	Debris lowered in tubs or containers with hard barricades below active work areas; no uncontrolled free-fall disposal.	Broader exclusion zones permit more efficient lift positioning and material handling.
Wood prep & paint	Localized masking, poly protection, HEPA-assisted sanding, brush or roll near occupied areas, and no spray application when wind or proximity could affect entries.	Larger masked zones allow wider work fronts; spray use still remains conditioned on wind and surface protection requirements.
St. George wind & dry climate controls	Daily wind checks, tarped debris loads, wet methods where appropriate, and suspension of paint spraying when drift risk exceeds safe tolerances.	The same weather controls apply, but closed-site conditions reduce public exposure risk when work is paused or re-sequenced.

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## RFP Question #6 – Key Personnel & Qualifications:

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- **Project Executive:** **Josh Benson** (LI Profile: [Josh Benson](#))
- **Role:** Senior-level manager overseeing the entire project.
- **Experience:**
  - 12+ years in Construction Management.
  - President of ScanTek 3D
    - **Responsibilities:** Leading the company in providing advanced construction technology, 3D scanning technology, and engineering services; including building and facility design, engineering, and construction support. Focused on driving innovation, improving project efficiency, and delivering high-quality outcomes for clients.
    - **Notable Projects:**
      - Orange County Museum of Art
      - Apple Park
      - University of California, Irvine (UCI)
      - UCSD Pepper Canyon
      - UCSD Franklin Antonio Hall
      - UCSD Ridgewalk
      - The Grand LA
      - Chino High School
      - Hangar One
      - Scripps La Jolla
  - Former Project Manager at Western Bay Sheet Metal, responsible for overseeing construction activities from preconstruction to close-out documents.
    - Managed over 35+ projects/sheet metal subcontracts, including design-assist, generation and execution, and coordination with subcontractors.
    - **Notable Projects:**
      - San Ysidro Land Port of Entry
      - P-1132 CIS Operations Complex
      - Q-919 Support Activity Operations Facility
      - P-499 LCS Support Facility
    - **Design-Build Experience:**
      - P-776 Naval Special Warfare Group One: Logistics Support Unit One Operations Facility #1
      - Q-919 Support Activity Operations Facility #3
      - P-499 LCS Support Facility
      - P-889 & P-890 SOF Seal Team Operations Facilities for Seal Teams 5 & 7
  - Specialized in projects of similar size, scope, complexity, and budget, with expertise in both public and private sectors.



- **Project Manager:** [Jared Benson](#) (LI Profile: [Jared Benson](#))
  - **Role:** Manages day-to-day operations, coordinates between different parties.
  - **Experience:**
    - 10+ years in Project management.
    - Executive Vice President (EVP) at ScanTek 3D
      - **Responsibilities:** Leading strategic initiatives, overseeing major projects, and driving company growth. Ensures the successful execution of projects and coordinates between different departments to optimize performance.
      - **Notable Projects:**
        - Orange County Museum of Art
        - Apple Park
        - Mt. San Antonio College's Student Center
        - UCSD Pepper Canyon
        - UCSD Franklin Antonio Hall
        - UCSD Ridgewalk
        - The Grand LA
        - Chino High School
        - Hangar One
        - Century Park
    - **Previous Role:** Project Manager at California Sheet Metal
      - **Responsibilities:** Managed day-to-day operations of highly specialized architectural & general sheet metal subcontracts/scopes, coordinated between different parties, and ensured timely and on-budget completion of projects.
      - **Notable Projects:**
        - Westfield UTC Mall: \$600MM
        - Palisade at Westfield UTC: \$100MM
        - Father Joe's Villages 14th & Commercial: \$145MM
        - The Collection at UTC: \$230MM
        - Ionis Pharmaceuticals: \$120MM
        - Kaiser Permanente Clairemont Mesa MOB: \$80MM
    - **Notable Skills:**
      - Expertise in project scheduling, budgeting, and resource management.
      - Strong ability to coordinate with subcontractors, architects, and clients.
      - Excellent problem-solving skills and ability to manage multiple projects/trades simultaneously.
      - Excellent Team Building, communication, and coordination skills.
      - Strong Financial planning and management skills

- **Senior Superintendent: Mark Butler**
  - **Role:** Oversees overall construction activities and overall project safety.
  - **Experience:**
    - Senior Superintendent for One West Construction.
    - 30+ Years in Construction: Mark Butler brings over 30 years of hands-on experience in the construction industry, managing a wide range of projects from commercial buildings to residential developments.
    - As a senior superintendent, Mark has a proven track record of leading large construction teams, ensuring that projects are completed on time and to the highest standards of quality.
  - **Key Projects:**
    - Freedom Preparatory Academy, St. George
    - Xavier Academy, Twin Falls
    - Syracuse Arts Remote Academy
    - Syracuse Arts Academy Jr High School
    - Quest Academy, West Haven
    - Beehive Elementary, Roy
    - Legacy Prep, Woods Cross
    - SS Equities, Woods Cross
    - Maria Montessori, North Ogden
    - Voyage Academy, Clinton
    - Leadership Learning Academy, Layton
  - **Key Responsibilities:**
    - Daily Oversight: Manages all on-site activities, ensuring smooth operations and addressing any issues that arise promptly.
    - Quality Control: Implements rigorous quality control measures, ensuring that all construction work meets the specified standards and codes.
    - Safety Management: Enforces strict safety protocols to maintain a safe working environment for all team members.
    - Coordination: Works closely with subcontractors, architects, and clients to ensure seamless communication and coordination across all phases of the project.
  - **Skills:**
    - Project Scheduling: Expert in developing and maintaining detailed project schedules to ensure timely completion.
    - Resource Management: Skilled in managing resources efficiently, including labor, materials, and equipment.
    - Problem-Solving: Strong problem-solving abilities, capable of quickly addressing and resolving on-site issues.
    - Communication: Excellent communication skills, facilitating clear and effective interactions with all stakeholders.

**Mark Butler** is dedicated to upholding the highest standards of construction quality and safety. His extensive experience and proven leadership make him an invaluable asset to **EcoPremier Builders**, ensuring the successful execution of projects and client satisfaction.

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- **Superintendent:** [Alexander J. Fish](#)

- **Role:** Oversees daily construction activities and is supported by the Senior Superintendent, often managing specific trades or sections of the site.
- **Experience:**
  - Superintendent for One West Construction.
  - 8+ Years in Construction: Alexander Fish brings over 8 years of hands-on experience in the construction industry, managing a wide range of projects from commercial buildings to residential developments.
  - As a superintendent, Alex has a proven track record of leading large construction teams, ensuring that projects are completed on time and to the highest standards of quality.
- **Key Projects:**
  - GP Motors Dealership
  - Bus Station Warehouse for Aneth Navajo Tribe
  - USI Showroom, St. George
  - Mountainview Plaza, 7 Retail Buildings
  - Hunsaker Warehouse Addition
  - Heber Warehouse
- **Key Responsibilities:**
  - Site Management: Oversees day-to-day construction activities, ensuring smooth operations and addressing any issues promptly.
  - Trade Coordination: Manages and coordinates specific trades, ensuring that all work is performed to the highest standards and within the set timelines.
  - Quality Assurance: Implements quality control measures to ensure that all construction work meets specified standards and codes.
  - Safety Enforcement: Enforces strict safety protocols to maintain a safe working environment for all team members.
- **Skills:**
  - Project Coordination: Expert in coordinating various trades and sections of the construction site to ensure seamless project execution.
  - Problem-Solving: Strong problem-solving abilities, capable of quickly addressing and resolving on-site issues.
  - Communication: Excellent communication skills, facilitating clear and effective interactions with all stakeholders.
  - Efficiency Management: Skilled in managing resources efficiently, including labor, materials, and equipment.

[Alexander Fish](#) is dedicated to maintaining high standards of construction quality and safety. His extensive experience and commitment to excellence make him an asset to [EcoPremier Builders](#), ensuring the successful execution of projects and client satisfaction.

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- **Field Engineer / Safety Manager: [Vincent Blackett](#)**

- **Role:** Ensures all safety protocols are followed, conducts safety training and inspections, and ensures construction meets specified standards and codes.
- **Experience:**
  - Plant Industrialization Manager for Danone.
  - 12+ Years in Safety and Production Management: Vincent Blackett brings over a decade of experience in managing safety and production in high-volume environments.
  - Leadership: Proven ability to lead cross-functional teams and manage large-scale production and safety operations.
  - **Key Projects:**
    - Food Manufacturing Production Department: Managed a department with 14 production lines producing 1.5 - 2 million lbs. of finished goods daily.
    - Safety Management: Monitored productivity while prioritizing safety, quality, and delivery. Managed safety incidents, filled out incident reports, and implemented corrective actions to prevent future incidents.
    - Permit Work Management: Experienced in managing Lockout/Tagout (LOTO), hot work, work at heights, and confined space entry permits.
  - **Key Responsibilities:**
    - Site Inspections: Conduct regular site inspections to ensure compliance with design specifications, codes, and safety standards.
    - Technical Support: Provide technical support and guidance to construction teams, ensuring proper implementation of engineering plans and specifications.
    - Documentation: Maintain detailed records of construction activities, site conditions, and any deviations from plans.
    - Coordination: Work closely with project managers, architects, and subcontractors to resolve technical issues and ensure smooth project execution.
  - **Skills:**
    - Safety Protocols and Compliance: Expert in implementing and managing safety protocols to ensure a safe working environment.
    - Incident Management: Skilled in handling safety incidents, conducting thorough investigations, and implementing effective corrective actions.
    - Project Coordination: Strong ability to work with cross-functional teams to ensure successful project execution.
    - Efficiency Management: Experience in monitoring productivity and ensuring efficient operations without compromising safety and quality.

[Vincent Blackett](#) is dedicated to maintaining the highest standards of safety and quality on construction sites. His extensive experience and commitment to excellence make him a vital asset to [EcoPremier Builders](#), ensuring safe and successful project execution.

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## RFP Question #7 - Review of Bid Plans and Clarifications:

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EcoPremier confirms that the bid plans and provided solicitation materials for the Dixie Academy Rehabilitation Project have been reviewed. No discrepancy identified to date prevents submission of this proposal. The following clarification points were noted during plan and pre-bid meeting onsite and have been carried in the pricing basis:

- One roof section is clearly marked in the plan review as not part of this project and is excluded from this proposal.
- Existing downspouts are shown to remain at multiple locations, while new gutter runs and downspout segments and adapters are also required. Final tie-in locations will be field verified before fabrication.
- Window restoration pricing is based on the plan elevations and field-visible existing conditions. Hidden deterioration beyond reasonably inferable repair scope will be documented and brought to the City before corrective work proceeds.
- This proposal includes roof safety anchors, below-grade downspout flushing, and base-scope metal rail, metal on stair, and handrail repainting consistent with the bid documents.

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## Project Controls, Compliance, Submittals, and Warranty:

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- Within 5-7 business days of award, EcoPremier will submit roofing product data and samples, underlayment data, cement-board fascia data, flashing profiles, gutter and downspout data, roof-anchor submittals, chimney reconstruction material data, and all exterior primer and finish system data required for review before procurement.
- No voluntary substitutions are included. Any future or-equal request will be submitted only through the formal contract process with supporting documentation, including domestic-material compliance documentation if required by the final contract package.
- EcoPremier will administer the project as public work and will flow down certified-payroll, domestic-material, permit, inspection, and closeout requirements to all trade partners as applicable to the executed contract documents.
- Quality control will include pre-install meetings by trade, hold points at deck exposure, chimney demolition, and first-finish mockup areas, daily foreman coordination, and a written punch list before final turnover.
- EcoPremier will furnish manufacturer warranties for installed products and workmanship warranty documentation for the roofing system and trade work in terms consistent with the contract documents. Final warranty forms, durations, and any manufacturer exclusions will be provided during submittals and closeout.
  - Warranty certificate will be provided by the manufacturer, GAF or CertainTeed
    - GAF: Roofing System Manufacturer/Material Warranty = 50 years
    - GAF: Roofing Workmanship/Labor Warranty = 10 years
    - CertainTeed: Roofing System Manufacturer/Material Warranty = 30 years
    - CertainTeed: Roofing Workmanship/Labor Warranty = 5 years

## RFP Question #8 - Subcontractors and Coordination Plan:

The following trade partners are proposed:


Trade	Company	Scope	Status / License #
Prime contractor	EcoPremier Builders	Project management, temporary protection, permit coordination, schedule control, quality control, safety administration, and closeout	Prime; 14240413-5501
Roofing	Stout Roofing, Inc.	Two-layer tear-off, dry-in, CertainTeed Landmark Premium shingle system basis, and related roofing installation	Subcontractor; 357752-5501
Chimneys	Pierce Roofing and Siding	Lower, rebuild, and stabilize four chimneys; salvage and match brick veneer; caps and reinforcing	Subcontractor; 12419998-5501
Gutters and sheet metal	Stout Roofing, Inc.	New gutters, downspout segments and adapters, splash guards, and related trim metal	Subcontractor; 357752-5501
Window and paint restoration	EcoPremier Builders	Wood windows, soffits, trim, rails, stairs, handrails, and guards	Prime; 14240413-5501
Roof safety anchors	Pierce Roofing and Siding	Provide and install engineered permanent roof safety anchors	Subcontractor; 12419998-5501

EcoPremier will hold all subcontractors to the same standards for schedule, safety, quality, and documentation that apply to the prime contract. The project superintendent will have direct authority over all subcontractors operating on site. No subcontractor will mobilize without approved scope alignment, insurance and license verification, project-specific orientation, and required submittals where applicable.

- Subcontracts will include explicit requirements for schedule adherence, cleanup, daily coordination, corrective-work obligations, submittal turnaround, public-work compliance, and site-specific safety procedures.
- Weekly look-ahead meetings and daily foreman huddles will be used to coordinate roofing, chimney, gutter, and below-fascia restoration sequencing under both operational scenarios.
- Quality-control checkpoints will be enforced before concealed work, before finish-paint progression across elevations, and before final closeout so corrective items are addressed while access equipment is still in place.

## Signature and Certification:

The undersigned certifies that they have examined the project documents, drawings, and specifications, and hereby agree to furnish all labor, materials, equipment, and services required to complete the project.

**Authorized Signature:**   
**Name:** Jared Benson  
**Title:** Project Manager / EVP  
**Company:** EcoPremier Builders LLC  
**Date:** 03/26/2026

## SCHEDULE 'D' – LICENSURE & INSURANCE:

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF PROFESSIONAL LICENSING  
ACTIVE LICENSE**

EFFECTIVE DATE: **08/28/2025**  
EXPIRATION DATE: **11/30/2027**  
ISSUED TO: **EcoPremier Builders LLC  
50 West Broadway  
Salt Lake City UT 84101**



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

<b>14240413-5501</b>	<b>Contractor With LRF</b>	<b>DBAs:</b>
<b>B100</b>		

Fom #1



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/06/2025

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Contractors Insurance Agency 1010 E Jefferson St  Phoenix AZ 85034	<b>CONTACT NAME:</b> Aaron Clegg <b>PHONE (A/C, No, Ext):</b> (480) 804-0707 <b>FAX (A/C, No):</b> (866) 269-9055 <b>E-MAIL ADDRESS:</b> aclegg@ciacoverage.com														
<b>INSURED</b>  EcoPremier Builders LLC 50 W BROADWAY STE 333  Salt Lake City UT 84101	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Acuity Insurance</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Insurance	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Acuity Insurance	14184														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															


**COVERAGES**      **CERTIFICATE NUMBER:** 25/26 GL BA Umb      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	FB8191	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	FB8191	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:    RETENTION \$	Y	Y	FB8191	10/01/2025	10/01/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

City of West Jordan is an additional insured if required by written contract or agreement as per CB-7433(7-13) with primary & non-contributory as per CB-1488 with completed operations coverage as per CB-7245(7-13) and waiver of subrogation as per CB-7456(8-20) additional Insured on the Automobile Liability as per CA-7214(10-98) with waiver of subrogation as per CA-7241(3-03) if required by written contract for all work done by the named insured on their behalf.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## SCHEDULE 'E' – BID BOND:

### BID BOND

Project Name: DIXIE ACADEMY REHABILITATION PROJECT  
Inquiry No. Project: 26-272

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EcoPremier Builders Inc. as Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto The City of St. George in the penal sum of Five Percent (5%) of The Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 26th day of March, 2026. The Condition of the above obligation is such that whereas the Principal has submitted to City of St. George a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the above-named project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the CITY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

EcoPremier Builders, Inc.

\_\_\_\_\_  
Principal

Surety

By: Nationwide Mutual Insurance Company

*Eric Matlaga*

Eric Matlaga

Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Bond Number:

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
ERIC MATLAGA; STEPHEN POPOV

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn  
Notary Public, State of Ohio  
No. 2018-RE-719796  
Commission Expires July 7, 2028




Notary Public  
My Commission Expires  
July 7, 2028

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26th day of

March, 2026



Assistant Secretary

BDJ 1(10-25)00

BID BOND

Project Name: DIXIE ACADEMY REHABILITATION PROJECT  
Inquiry No. Project: 26-272

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, EcoPremier Builders Inc. as Principal, and Nationwide Mutual Insurance Company as Surety, are hereby held and firmly bound unto The City of St. George in the penal sum of Five Percent (5%) of The Bid Amount for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 26th day of March, 2026. The Condition of the above obligation is such that whereas the Principal has submitted to City of St. George a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the above-named project.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

THEN this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the CITY may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

EcoPremier Builders, Inc.

\_\_\_\_\_  
Principal

Surety

By: Nationwide Mutual Insurance Company

*Eric Matlaga*

Eric Matlaga

Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: ERIC MATLAGA; STEPHEN POPOV

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

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IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

[Handwritten signature of Karen L. Karn]

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 26th day of March, 2026.

[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary



## **Dixie Academy Rehabilitation Project**

### **PROJECT OVERVIEW**

The City of St. George is soliciting bids for comprehensive exterior rehabilitation work at the Dixie Academy building. The project is divided into two primary scopes of work:

Above-fascia work addressing the roofing system, chimney rehabilitation, and associated components, and below-fascia work addressing window restoration, soffit systems, exterior trim, painted surfaces, and metal railings.

Contractors shall review all referenced bid plans for dimensional quantities, specified product lines, shingle weight class, color selections, approved paint systems, primer requirements, finish sheen levels, and all related technical details governing material and installation standards.

The City of St. George requires contractors to submit two (2) separate and distinct bid proposals for this project. The first bid shall be based on maintaining full building occupancy and operations during all work hours. The second bid shall be based on the complete closure of all building operations for the duration of the project.

Both bids must be fully itemized to allow the City of St. George to evaluate cost differentials between the two operational scenarios.

### **DUAL BID REQUIREMENT**

#### **Bid One - Open Operations**

Under this scenario, all work shall be performed while the Dixie Academy building remains open and fully operational. All construction activity shall be confined to the hours of 8:00 am to 5:00 pm, Monday through Friday, unless otherwise approved in writing by the City of St. George. Contractors shall implement phasing, access controls, protective measures, and site management practices sufficient to ensure the safety of building occupants, visitors, and staff throughout the project. No work activity, equipment staging, material storage, or debris management that creates unsafe conditions or unreasonably disrupts building operations will be permitted during occupied hours.

#### **Bid Two - Closed Operations**

Under this scenario, the building will be fully closed to occupants and the public for the duration of the project. This bid shall reflect any cost efficiencies, schedule compressions, or modified sequencing made possible by unrestricted site access. The contractor shall still comply with all applicable safety, code, and environmental requirements regardless of the closed-operations status.



## **ABOVE-FASCIA SCOPE OF WORK**

This scope encompasses all work at or above the bottom of the fascia, including the roofing system, chimney work, fascia installation, and drainage systems.

### **1. Existing Shingle Demolition**

The contractor shall completely remove and properly dispose of all existing roofing shingles from the entire roof surface. Demolition work shall include:

- Full removal of all existing shingle layers down to the roof deck
- Inspection and documentation of the roof deck condition following shingle removal
- Removal and disposal of existing underlayment materials
- Identification and reporting of any deteriorated, damaged, or structurally compromised decking to the City of St. George prior to installation of new materials
- Legal off-site disposal of all demolition debris in accordance with applicable municipal and state regulations

### **2. New Asphalt Shingle Roofing System**

Following demolition and any required deck remediation, the contractor shall install a complete new asphalt shingle roofing system. All product specifications, including shingle manufacturer line, weight class, and color, shall conform to the requirements identified in the bid plans. The installation shall include:

- Installation of new underlayment system per bid plan specifications and manufacturer requirements
- Full installation of new asphalt shingles over the entire roof area in accordance with the approved product and installation standards
- Compliance with all applicable building codes adopted by the City of St. George, UT
- Installation of all necessary flashings, valley materials, ridge caps, and penetration details as specified in the bid plans
- Submittal of product data and samples for review by the City of St. George prior to material procurement, including any approved-equals process as defined in the bid plans.

### **3. Omission and Infill of Existing Built-In Roof Gutters**



The existing built-in roof gutter system shall be removed from service and permanently filled in as part of this scope. Work shall include:

- Removal or decommissioning of all existing built-in gutter troughs integrated into the roof structure
- Proper infill and reconstruction of all areas formerly occupied by built-in gutters to achieve a flush, weathertight roof plane
- Integration of infilled areas with a new roofing system and underlayment to ensure a continuous, watertight surface
- All patching, framing modifications, or substrate work necessary to support the new roofing system across previously guttered areas

#### **4. Cement Board Fascia, Rake Fascias, and Metal Drip Flashings**

The contractor shall furnish and install new fascia and drip flashing systems as follows:

- Complete installation of new cement board fascia along all eave conditions
- Complete installation of new cement board rake fascias along all gable edges
- Installation of new metal drip flashings at all eave and rake edges, integrated with the new underlayment and shingle system
- All cement board products shall be installed per manufacturer recommendations and in conformance with bid plan details
- All metal drip flashings shall be of the profile, gauge, and finish specified in the bid plans
- Exposed cement board surfaces shall be primed and painted per the paint system specified in the bid plans

#### **5. New Gutters and Downspout Segments**

The contractor shall furnish and install a complete new exterior gutter and downspout drainage system to replace the decommissioned built-in gutter system. Work shall include:

- Installation of new gutters at all eave locations per layout and sizing indicated in the bid plans
- Installation of new downspout segments at all required discharge locations
- Proper integration with site drainage to direct water away from the building foundation
- All gutter and downspout materials, profiles, gauges, and colors shall conform to bid plan specifications
- All connections, end caps, miters, outlet tubes, hangers, and straps shall be furnished and installed as part of this scope

## **6. Chimney Shortening, Rebuilding, and Stabilization**

All four chimneys on the Dixie Academy building shall be addressed as part of this scope. Work shall include:

- Careful, controlled demolition to shorten each of the four chimneys to the height indicated in the bid plans
- Reconstruction and rebuilding of the top portions of all four chimneys following shortening, using materials and details conforming to the bid plans
- Structural stabilization of all four chimneys to ensure long-term integrity and resistance to lateral and vertical loads
- Proper flashing and waterproofing at all chimney-to-roof intersections following reconstruction
- All masonry materials, mortar types, and surface treatments used in chimney rebuilding shall match the character of the existing structure and conform to bid plan requirements
- Inspection and documentation of existing chimney conditions prior to commencement of shortening work, with notification to the City of St. George of any conditions beyond the anticipated scope

## **BELOW-FASCIA SCOPE OF WORK**

This scope encompasses all work below the bottom of the fascia, including window systems, soffit systems, exterior trim elements, and metal railings.

### **1. Restoration and Painting of Wood Window Systems**

The contractor shall perform comprehensive restoration and painting of all wood window systems on the building. Quantities, configurations, and locations are as indicated in the bid plans. Work shall include:

- Assessment and documentation of the existing condition of all wood window components
- Repair and restoration of deteriorated wood components, including sills, frames, sashes, casings, and stops, through epoxy consolidation, dutchman repairs, or replacement in kind as conditions require
- Preparation of all surfaces through cleaning, scraping, sanding, and priming in accordance with the paint system specified in the bid plans



- Application of the full paint system, including primer coat or coats and finish coat or coats, at the sheen level and color specified in the bid plans
- All work shall be performed to achieve a finished appearance consistent with the historic and architectural character of the Dixie Academy building
- The contractor shall protect all surrounding surfaces and glazing during preparation and painting operations

## **2. Restoration and Painting of Soffit Systems**

The contractor shall restore and paint all soffit systems on the building. Work shall include:

- Inspection and documentation of existing soffit conditions across all building elevations
- Repair or replacement of deteriorated soffit boards, panels, blocking, and trim as indicated by existing conditions and the bid plans
- Preparation of all soffit surfaces through cleaning, scraping, sanding, and priming per the specified paint system
- Application of primer and finish coats at the sheen level and color specified in the bid plans
- Proper ventilation openings shall be maintained or restored as applicable

## **3. Restoration and Repainting of Exterior Trim, Corbels, Frieze Boards, Gable Trims, Running Trims, and Painted Gable Shingles**

The contractor shall restore and repaint all previously painted exterior woodwork and trim elements. This scope encompasses the full extent of trim, corbels, frieze boards, gable trims, running trims, and painted gable shingles as identified in the bid plans. Work shall include:

- Thorough surface preparation of all trim elements, including cleaning, scraping loose or failing paint, spot priming bare wood, sanding, and caulking as required
- Repair of deteriorated wood trim components through consolidation, patching, or replacement in kind prior to painting
- Full restoration and repainting of all corbels, with careful attention to profile preservation and paint buildup management to maintain crisp architectural detailing
- Repainting of all frieze boards, gable trim elements, running trim elements, and painted gable shingles per the paint system specified in the bid plans
- Application of all specified primer and finish coats at the sheen level and in the color or colors designated in the bid plans



- All preparation and painting work shall be executed to achieve a uniform, high-quality finish consistent with the historic character and scale of the building's architectural ornamentation

#### **4. Repainting of Pipe Rails, Metal Stairs, Stair Handrails, and Guardrails**

The contractor shall clean, prepare, and repaint all metal pipe rails at window wells and all metal components associated with stairs, stair handrails, and guardrails throughout the project area.

Work shall include:

- Full surface preparation of all metal elements, including wire brushing, grinding, or mechanical cleaning to remove existing failing paint, rust, and surface contaminants
- Application of appropriate metal primer as specified in the bid plans
- Application of finish coat or coats in the color and sheen level specified in the bid plans
- All metal painting work shall conform to the paint system requirements identified in the bid plans
- Contractor shall mask, protect, and isolate all adjacent surfaces, landscaping, and paving during metal preparation and painting operations

## **GENERAL REQUIREMENTS**

### **Contractor Qualifications and Coordination**

The contractor shall hold all licenses required by the City of St. George and applicable regulatory authorities to perform roofing, masonry, carpentry, and painting work on historic or significant public structures. The contractor shall designate a qualified project superintendent who shall be present on site during all active work periods.

### **Bid Plans and Specifications**

All quantities, material specifications, product selections, paint system requirements, primer specifications, finish sheen levels, and dimensional details governing this project are contained in the bid plans issued by the City of St. George. Contractors are responsible for thoroughly reviewing all bid plans before submitting bids. Discrepancies, conflicts, or requests for clarification shall be directed to the City of St. George through the formal bid process prior to the bid due date.

### **Site Protection and Safety**

The contractor shall maintain the work site in a clean, orderly, and safe condition throughout the project. All debris, removed materials, and waste shall be managed and disposed of legally and in a manner consistent with the requirements of the City of St. George. Appropriate containment measures shall be



used during all demolition, surface preparation, and painting operations to prevent debris and overspray from affecting surrounding areas, public spaces, and building occupants.

### **Permits and Inspections**

The contractor shall obtain all required permits from the City of St. George and any other applicable regulatory authority prior to commencing work. All inspections required by the City of St. George, building department or other authorities having jurisdiction shall be scheduled and completed as required throughout the project.

### **Submittals**

Prior to ordering or installing materials, the contractor shall submit product data, samples, and shop drawings as required by the bid plans and as directed by the City of St. George. Submittals shall include, but are not limited to, roofing shingle product data and samples, cement board product data, metal drip flashing profiles, gutter and downspout product data, paint system product data sheets for all primers and finish coats, and masonry materials for chimney reconstruction.

### **Warranty**

The contractor shall provide all manufacturer warranties associated with the new roofing system and all other installed products, as well as a workmanship warranty for all labor performed under this contract, in durations and terms consistent with the requirements of the City of St. George and the bid plans.

## **Evaluation Criteria:**

### **1. Bid Price and Cost Competitiveness**

This criterion carries the greatest weight in the evaluation process. The City of St. George will evaluate the total bid price submitted under both required bid scenarios.

The first bid, reflecting full building occupancy and operational continuity during all work hours, will be reviewed for completeness, itemization, and reasonableness across all above-fascia and below-fascia scopes.

The second bid, reflecting complete closure of all building operations for the duration of the project, will be evaluated for demonstrated cost efficiencies, schedule-compression opportunities, and benefits from modified sequencing enabled by unrestricted site access.

The City of St. George will evaluate the cost differential between the two bid scenarios to determine the financial advantage or disadvantage of each operational approach.

All line items within both bids must be fully itemized by scope element, including:

- General Conditions



- Old shingle demolition
- New asphalt shingle system installation
- Built-in gutter omission and infill
- Cement board fascia and rake fascia installation
- Metal drip flashings
- New gutters and downspout segments
- Chimney shortening and rebuilding
- Wood window restoration and painting
- Soffit restoration and painting
- Trim and ornamental element repainting

Bids that lack complete itemization or fail to address both operational scenarios will be considered non-responsive. The City of St. George will assess overall value to the public relative to the scope of work required, avoiding both unreasonably low bids that suggest inadequate understanding of project requirements and bids that do not reflect realistic material and labor costs for work of this nature.

## **2. Contractor Qualifications and Relevant Experience**

The City of St. George will evaluate each bidding contractor's demonstrated qualifications and directly relevant experience, particularly with respect to historic or architecturally significant structures. Bidders must demonstrate familiarity with the architectural character of historic or significant public buildings comparable to the Dixie Academy building. The City of St. George will review a list of completed comparable projects, including project name, scope description, completion date, and owner contact information for reference verification. Contractors unable to demonstrate relevant experience scopes will be evaluated less favorably.

## **4. Project Schedule and Phasing Plan**

The City of St. George will evaluate the proposed project schedule and phasing plan submitted by each bidder for both the open-operations and closed-operations scenarios. Schedules must be realistic, detailed, and demonstrate the contractor's ability to sequence above-fascia and below-fascia work efficiently and safely.

For the open operations bid, the City of St. George will evaluate the credibility of the proposed phasing to ensure that work activities, equipment staging, material storage, and debris management do not create unsafe conditions or unreasonably disrupt building operations during occupied hours. The proposed schedule should reflect awareness of the dependencies among



scope elements, including the relationships between chimney shortening, roofing system installation, built-in gutter infill, new drainage system installation, and below-fascia restoration work. The City of St. George will consider the total proposed project duration for both scenarios and evaluate whether the schedule reflects appropriate manpower allocation and a realistic understanding of the work's complexity.

#### **5. Site Management, Safety, and Occupant Protection Plan**

The City of St. George will evaluate the quality and specificity of each contractor's site management, safety, and occupant protection plan. In the open-operations scenario, the City of St. George places particular importance on the contractor's demonstrated ability to implement protective measures and access controls that maintain safe, functional building operations throughout the project. The evaluation will consider proposed containment methods for demolition debris, dust, and paint overspray during surface preparation and painting of wood windows, soffits, exterior trim, corbels, gable elements, and metal railings. The City of St. George will assess the contractor's plan for managing materials and staging areas without unreasonably impacting public access, adjacent landscaping, paving, or building functions. The safety plan must address hazards associated with roofing demolition, chimney shortening and reconstruction at height, and surface preparation activities involving paint removal on a historic structure. Evidence of a formal safety program, current safety record, and designated safety protocols specific to this project will be evaluated.

#### **6. Key Personnel and Project Superintendent Qualifications**

The City of St. George will evaluate the qualifications of the contractor's designated project superintendent and other key personnel proposed for this project. The project superintendent must be identified by name and must demonstrate direct experience managing projects of comparable scope. Resumes or qualification statements for key personnel should reflect relevant project experience, tenure with the contractor, and the capability to manage the coordination demands of this project under both the open-operations and closed-operations scenarios.

#### **7. Licensing and Regulatory Compliance**

The City of St. George will verify that each bidder holds all licenses required to perform the project within the City of St. George and in conformance with all applicable regulatory requirements. The City of St. George will evaluate whether the contractor has demonstrated a clear understanding of



the permitting and inspection process applicable to this project, including the obligation to obtain all required permits from the City of St. George prior to commencing work and to schedule all required inspections throughout the project.

#### **8. Submittal and Materials Compliance Plan**

The City of St. George will evaluate each bidder's demonstrated understanding of and commitment to the submittal process required for this project. This includes the contractor's plan for the timely submission of product data and samples prior to material procurement for roofing shingles, underlayment, cement board fascia products, metal drip flashing profiles, gutter and downspout systems, paint system product data sheets for all primers and finish coats, and masonry materials for chimney reconstruction. The City of St. George will evaluate whether the contractor has identified the specified product lines and confirmed availability, or has outlined a compliant approved-equals process as defined in the bid plans. Contractors who demonstrate familiarity with the specified product requirements and the submittal review process provide greater assurance of a smooth procurement and installation phase.

#### **9. Warranty Coverage**

The City of St. George will evaluate each bidder's warranty coverage, including the terms and durations of all manufacturer warranties for the new roofing system and all other installed products, as well as the contractor's workmanship warranty covering all labor performed under the contract. The City of St. George will assess whether proposed warranty terms meet or exceed the requirements of the bid plans and provide adequate protection for a public building of the significance of the Dixie Academy. Warranty submittals should be clear, specific to the scope of work, and identify any exclusions or conditions that may limit coverage.

#### **Questions:**

1. Describe in detail how your proposed pricing for Bid One accounts for the logistical requirements of maintaining full building occupancy during all work hours, including phasing, access control, protective measures, material staging, debris management, and any productivity factors or crew size adjustments that influenced your pricing relative to Bid Two. Include a narrative explanation of how your company calculated the premium, if any, associated with operating within the restricted 8:00 am to 5:00 pm Monday through Friday work window required by the City of St. George and describe any specific line items where that premium is most significantly reflected.



2. Identify the specific differences between your Bid One and Bid Two schedules, including total project duration for each scenario expressed in calendar days, and explain in detail how unrestricted site access under the closed-operations scenario enables any schedule compression or modified sequencing that is reflected in your Bid Two pricing and timeline. Provide a side-by-side comparison of the milestone dates for both scenarios, identifying which scope elements benefit most from the closed-operations condition and how the sequencing of above-fascia and below-fascia work changes between the two bids.
3. List a minimum of three completed projects that demonstrate your direct experience with buildings of comparable scale and complexity to the Dixie Academy building. For each project, provide the project name, location, scope description, completion date, contract value, and owner name and contact information for reference verification by the City of St. George. For each reference, also identify the specific superintendent who managed the roofing scope and confirm whether that individual is the same superintendent being proposed for the Dixie Academy Rehabilitation Project.
4. Describe the specific occupant protection measures and access control strategies your company proposes to implement under the Bid One open-operations scenario to ensure the safety of building occupants, visitors, and staff throughout all active work periods, including during roofing demolition, chimney shortening at height, surface preparation involving paint removal, and exterior painting operations at the Dixie Academy building. Identify the specific barriers, signage, overhead protection, and communication protocols your company will employ, and describe how your plan addresses the possibility of unexpected conditions arising mid-work that require immediate modification to the occupant protection strategy.
5. Explain how your company plans to manage containment of demolition debris, dust, and paint overspray during shingle removal, chimney shortening, wood surface preparation, and painting operations under both the open-operations and closed-operations scenarios at the Dixie Academy building. Describe the specific containment products and methods you will employ to prevent debris and overspray from affecting surrounding public spaces, adjacent landscaping, paving, and building occupants. Identify how containment measures will differ between the open-operations and closed-operations scenarios, and explain how your approach accounts for the wind conditions and dry climate characteristic of St. George, which may increase the risk of debris migration and overspray travel during exterior work.
6. Identify by name the project superintendent your company proposes to assign to the Dixie Academy Rehabilitation Project and provide a detailed resume or qualification statement.



Confirm that this individual will be physically present on site during all active work periods for the duration of the project under both the open-operations and closed-operations scenarios, and describe who will serve in this role during any planned or unplanned absence.

7. Confirm that you have reviewed all bid plans issued by the City of St. George for the Dixie Academy Rehabilitation Project and identify any discrepancies, conflicts, or conditions requiring clarification that you observed in the plans.
8. If any portion of the Dixie Academy Rehabilitation Project will be performed by subcontractors, identify each subcontractor by trade and company name, describe the scope of work each subcontractor will perform, and provide documentation of each subcontractor's relevant experience, licensing, and qualifications. Explain how your company will manage subcontractor coordination, quality control, safety compliance, and schedule adherence under both the open-operations and closed-operations scenarios to ensure that all work meets the requirements of the City of St. George. Describe the contractual and supervisory mechanisms your company uses to hold subcontractors accountable for performance, schedule, and safety, and confirm that the project superintendent proposed for the Dixie Academy Rehabilitation Project will have direct oversight authority over all subcontractors operating on site.





**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3C

**Subject:**

Consider approval of a Real Property Donation Agreement between City of St. George and Creekside Village Owners Association, a Utah non-profit corporation.

**Item at-a-glance:**

Staff Contact: Paul Stead

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

351 S. Valley View Drive Unit 44, and identified as Washington County Tax Parcel SG-CSH-44

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

This lot purchase was funded by the flood control authority funding with the intent to keep this area close to the river open space. HOA will maintain this lot as open space.

**Staff Narrative (need/purpose):**

The city traded lots 38 & 39 to Creekside for land to complete the trail segment along the Santa Clara River adjacent to Creekside with the stipulation that the lots are to be used for common area / open space. Lot 44 is outside of that agreement but the city has also agreed to give lot 44 back to Creekside as a non- buildable lot, to expand the HOA's common area / open space.

**Name of Legal Dept approver:** Alicia Galvany-Carlton

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Approval

**Attachments**



## **REAL PROPERTY AGREEMENT**

The City of St. George, a Utah municipal corporation, (the “City”), and Creekside Village Owner’s Association a Utah non-profit corporation (“Creekside”), hereby enter this Real Property Agreement (“Agreement”) effective this \_\_\_\_ day of \_\_\_\_\_, 2026. (the “Effective Date”). City and Creekside are also referred to as a “Party” or collectively as the “Parties”.

### **RECITALS**

- A. City owns real property located within the City with a situs address of 351 S. Valley View Drive Unit 44, and identified as Washington County Tax Parcel SG-CSH-44 (“Property”).
- B. The City desires to transfer the Property to Creekside free and clear of all liens and encumbrances and free and clear of all personal property.
- C. Creekside desires to acquire the Property as more fully described in its entirety in Exhibit A, attached hereto.
- D. The Parties desire that the Property remain open space as further detailed in the terms below.

The Parties have negotiated this Agreement in good faith, have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their agreement.

### **TERMS**

In consideration of the foregoing recitals and covenants, obligations, terms, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated by reference into this Agreement as though fully set forth herein.
2. **Exchange.** City agrees to convey the Property to Creekside by Warranty Deed (in a form similar to Exhibit A.) The conveyance also includes all of City’s right, title and interest in all improvements to the Property (“Improvements”) and all appurtenances to the Property including, but not limited to City’s interest in any and all easements, rights-of-way, water rights, well rights, water shares, ditches or canals, on or adjacent to the Property, and in any and all easements, rights-of-way, rights, leases, permits, title,

privileges, entitlements, and licenses relating to or benefiting the Property unless expressly excluded pursuant to this Agreement (collectively “Appurtenances”).

3. Consideration. On the terms and conditions stated herein and in consideration of the conveyance of the Property, the City has or shall amend the plat to identify the Property as Open Space and Common Area. The Parties agree that the purpose of this designation is for flood control and mitigation, and that this is in the best interest of the Parties and the general public. Accordingly, the Property may only be used for recreational activities and common area activities and may not be used for construction or placement of residential or commercial buildings or structures of any nature.
4. Escrow and Escrow Agent. The conveyance contemplated by this Agreement shall be escrowed (the “Escrow”), closed, and settled at the offices of Southern Utah Title Company, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790 (“Escrow Agent”). This Agreement together with other written instructions as may be provided by the Parties to the Escrow Agent, shall constitute its escrow instructions to the Escrow Agent.
  - 4.1. Title Insurance. The Parties shall cooperate to cause the Escrow Agent to issue a commitment for an ALTA Extended Coverage Owner’s Policy of Title Insurance (the “Title Commitment”) in the full amount of the assessed value of Property by the Washington County, Utah Assessor’s Office, issued by Escrow Agent, showing all matters affecting title to the Property, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances, together with legible copies of all recorded documents creating such title exceptions (the “Title Documents”). City shall deliver to Creekside copies, if any, of all written leases, tenancies, occupancy agreements, rental agreements and other similar agreements affecting the Property and a full written description of any such agreements which are not written.
  - 4.2 Closing of Escrow and Closing Conditions. The closing of Escrow shall be subject to Creekside’s approval of all Closing Conditions (the “Closing Conditions”) which are set forth below. The Parties shall have no obligation to complete the conveyance unless and until each of the Closing Conditions are met to the satisfaction of Creekside, as determined in its sole and absolute discretion. If the Closing Conditions are accepted, Creekside shall notify City and Escrow Agent in writing. Upon receipt of each Creekside’s notice, Escrow Agent shall promptly proceed to record the Conveyance Documents.
    - 4.2.1 Physical Condition. Creekside shall approve of the physical condition and circumstances of the Property. To facilitate Creekside’s approval, within 20 calendar days of the Effective Date of this Agreement, the City shall disclose to Creekside all documents in City’s possession, or issues of which the City is aware, affecting the physical condition of the Property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, the City hereby grants to Creekside and Creekside's agents and consultants a license to enter upon the Property for the purpose of conducting, at Creekside’s sole expense, Creekside's review. The City shall reasonably cooperate with Creekside’s review; provided however that City shall not be required to incur any expenses with regard to same. Creekside shall indemnify, defend, and hold

the City harmless for any expenses or claims resulting from Creekside's entry onto the Property. Creekside shall not engage in any testing which will damage the Property in any way without further written consent from City.

4.2.2 Title. Creekside shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate Creekside's approval, within 20 calendar days of the Effective Date of this Agreement City shall disclose to Creekside all documents in City's possession, or issues of which City is aware, affecting title to the Property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to Creekside a commitment of title insurance showing all encumbrances shown on public records. If Creekside disproves of the any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, Creekside may elect to proceed to complete the Exchange, subject to the Property's written amendment of this Agreement concerning any terms and conditions agreed to by the Parties as necessary to secure the release of any such encumbrances and complete the Exchange.

4.2.3 Legislative Approval. The St. George City Council as the legislative and governing body of the City shall approve this Agreement, in the City Council's sole and absolute discretion.

4.2.4 Failure of Closing Conditions. If any Closing Condition is not fulfilled, Creekside may terminate this Agreement at any time by notifying City and Escrow Agent in writing, upon which notice this Agreement shall be null and void and neither Party shall have any further obligation or liability pursuant to this Agreement. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either Party to the submitting Party.

4.2.5 City Obligations Concerning the Property. The City shall be responsible for the closing costs, it being understood that there will be no recording fees. The City shall also be responsible for any expenses incurred by the City related to this conveyance, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

4.2.6 Creekside Obligations Concerning the Property. Creekside shall be responsible for any expenses incurred by Creekside related to this conveyance other than closing costs, including any attorney's fees for Creekside's attorney, if any, any commission to Creekside's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date Warranty Deed is recorded.

5. Conveyance. City shall convey to the Creekside, all rights and title to the Property free and clear of all liens and encumbrances, by delivering a duly executed and notarized Warranty Deed to Escrow Agent.
6. Representations and Warranties by City. City hereby represents and warrants to Creekside as follows:

- 6.1 Authority. City has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, and the performance by City of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of the City. This Agreement has been duly and validly executed and delivered by the City and constitutes the legal, valid, and binding obligation of the City enforceable against the City in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.
- 6.2 No Conflicts. The execution and delivery of this Agreement and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of the City, or any material contract by which the City is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon the Property pursuant to any such agreement or Agreement, except to the extent otherwise disclosed in this Agreement.
- 6.3 Foreign Status. City is not a “foreign person” as defined under Section 1445(f) of the Internal Revenue Code.
- 6.4 Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or the City that would reasonably be expected to result in the issuance of a writ, judgment, order, or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this Agreement.
- 6.5 Condemnation. Other than that provided by Creekside, the City has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study, or effort to rezone the Property or to widen, modify, regrade, or realign any street or highway that borders the Property.
7. Patriot Act Compliance. The City and Creekside each represent that neither itself nor its respective affiliates are in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the “Executive Order”) (collectively, the “Anti-Money Laundering and Anti-Terrorism Laws”). Neither Seller nor its affiliates is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of

Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. The City and Creekside each represent that neither itself nor its respective affiliates or any of its respective brokers or other agents in any capacity in connection with the Exchange (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. The City represents that neither the City nor any person or entity controlling or controlled by the City is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by City in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)). Creekside represents that neither Creekside nor any person or entity controlling or controlled by Creekside is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties) (collectively, "Government Lists"), and the monies used by Creekside in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

8. Environmental Condition. City has not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the

environment or human health or safety. Creekside has not treated, recycled, stored, disposed of, arranged for, or permitted the disposal of, transported, handled, or released any substance, including Hazardous Materials (as defined below), or operated the Property in violation of Environmental Laws (as defined below) in a manner that would trigger an enforcement action thereunder. "Hazardous Materials" means any gasoline, petroleum, or petroleum products or by-products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, and any other chemicals, materials, wastes, or substances designated, classified, or regulated as hazardous or toxic or as a pollutant or contaminant under any Environmental Law. "Environmental Laws" means any and all federal, state, local, or municipal laws (including common law), rules, orders, regulations, statutes, ordinances, codes, decrees, or other requirements as now or may at any time hereafter be in effect, and any binding judicial or administrative interpretation thereof, including any binding judicial or administrative order, consent decree or judgment, regulating, relating to or imposing liability or standards of conduct concerning pollution or protection of the environment or human health or safety.

9. Solvency. City has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of the City or any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property. Creekside has not (i) made a general assignment for the benefit of its creditors, (ii) admitted in writing its inability to pay its debts as they mature, (iii) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (iv) taken, failed to take, or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Creekside or any of its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking appointment of a receiver, trustee, custodian, or other similar official for any of them or for all or any substantial part of its or their property.
10. Untrue Statements. To the knowledge of the City, none of its representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect. To the knowledge of Creekside, none of its representations and warranties in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.
11. Default, Remedies and Termination. It shall constitute an event of default of this Agreement if any Party fails to timely deliver any of its performances at the times indicated under this Agreement. The defaulting Party shall be liable to pay any escrow cancellation charges as a result of an event of default. In no event shall either Party be

entitled to recover lost profits or appreciation or other consequential damages as a result of an event of default. Each Party shall be responsible for timely notifying the defaulting Party in writing of the event of default and the non-defaulting Party's election of the remedy provided below:

- 11.1 Default by City. In the event City defaults under this Agreement, Creekside's exclusive remedies shall be to terminate this Agreement.
- 11.2 Default by Creekside. In the event Creekside defaults under this Agreement, City's exclusive remedy shall be to terminate this Agreement.
12. Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of this Agreement are, by this reference, fully incorporated into this Agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this Agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "Party" and "Parties" refer only to a named Party or Parties to this Agreement unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own, independent counsel or had the opportunity to do so, and this Agreement must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this Agreement and any other related documents, including any exhibits identified herein, the terms of this Agreement shall prevail.
13. Acknowledgement of Public Disclosure Laws. Creekside hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Seller pursuant to this Agreement may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.
14. Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the named Parties and to their respective heirs, representatives, successors and permitted assigns. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.
15. Brokers. The Parties acknowledge that there are no brokerage commissions associated with transactions contemplated by this Agreement. In the event any real estate broker claims a right to any commission or fee by virtue of dealing with one of the Parties hereto, then the Party who is alleged to have retained such broker shall and hereby does fully indemnify and hold the other Party harmless from such claim. Such indemnification obligation shall survive any termination or cancellation of this Agreement.

16. Exhibits Incorporated. All Exhibits to this Agreement are expressly incorporated by reference herein as is fully set forth herein.
17. Entire Agreement. The Parties intend that this Agreement is the full and final expression of their agreement and constitutes their entire understanding regarding this subject matter. This Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the Parties and contains all of the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.
18. Amendment. The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.
19. Further Action. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.
20. Time of the Essence. Time is of the essence in each and every term and provision of this Agreement. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.
21. Waiver. Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
22. Severability. If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.
23. Forum and Law. This Agreement shall be governed by the laws of the state of Utah without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.
24. Notices, Requests, and Communications. Unless otherwise provided in this Agreement, all notices, requests, and communications required by this Agreement shall be in writing and may be delivered electronically to the individuals provided below or by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized

commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City:           City of St. George  
61 S. Main St.  
St. George, UT 84770  
Attn: Paul Stead

With a copy to:                    St. George City Attorney  
61 S. Main St.  
St. George, UT 84770

If delivered to Creekside:       Creekside Village Owner's Association  
351 Valley View Dr.  
St. George, UT 84770  
Attn: President

Any Party shall deliver notice of change of address in the manner described in this section. Said change in address or individual in this Section shall not constitute an amendment to this Agreement. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

25. Execution. By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.
26. Counterparts. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall 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 of their intention to be bound by the above terms, the Parties hereby execute this Agreement as follows:

*//signature page follows//*

**CITY OF ST. GEORGE**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jimmie B. Hughes, Mayor

Attested:

By: \_\_\_\_\_  
Christina Fernandez, City Recorder

Approved:

By: \_\_\_\_\_  
Alicia Carlton, Assistant City Attorney

City Council Approval by Motion on the \_\_\_\_\_ day of \_\_\_\_\_, 2026 with a favorable vote of \_\_\_\_\_ vote(s) in favor and \_\_\_\_\_ vote(s) opposed.

**CREEKSIDE VILLAGE OWNERS ASSOCIATION, INC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lora Bundy, President

\_\_\_\_\_  
Brian Strasmann, Vice-President

**EXHIBIT A**

When Recorded Return To:

City of St. George  
Attorney's Office  
61 S. Main St.  
St. George, Utah 84770

**WARRANTY DEED**

\_\_\_\_\_ Grantor, hereby quitclaims to CITY OF ST. GEORGE, a municipal corporation of the State of Utah, Grantee, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, all of its right, title and interest in the below described tracts of land located in Washington County, Utah:

All of Lot Forty-Four (44), "Creekside Homes - 2nd Amendment," according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Washington County Tax Parcel No. SG-CSH-44

Together with all improvements and appurtenances, restrictions, and reservations of record and those enforceable in law and equity.

RESTRICTIONS: This lot may only be used for recreational activities and common area activities and may not be used for construction of residential or commercial buildings or structures of any size or nature.

WITNESS the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2026

[SELLER]

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_ (Authorized Representative)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_ personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument and executed the same in my presence on behalf of [SELLER].

Witness my hand and official seal.

SEAL:

\_\_\_\_\_  
NOTARY PUBLIC

Residing in \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DRAFT



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3d

**Subject:**

Consider award of bid to Miller Tree Excavation for the construction of various transmission pole foundations.

**Item at-a-glance:**

Staff Contact: Bryan Dial

Applicant Name: Bryan Dial

Reference Number: N/A

Address/Location:

I-15 400 E , 700 S Bluff St. , I-15 900 S, and 1450 W 2440 S St. George, UT

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

The award of this bid is for the construction of seven transmission pole foundations at various locations within St. George, necessitated by the I-15 and Bluff Street roadway projects, as well as upgrades to existing transmission pole structures. The Bid closed on March 20th, 2026, and four bids were received. The bids have been evaluated, and staff recommends awarding the contract to Miller Tree Excavation in the amount of \$274,596.00.

**Staff Narrative (need/purpose):**

The transmission poles spanning Interstate 15 and Bluff Street will become noncompliant with NESC clearance requirements due to planned roadway widening by UDOT and must be upgraded or replaced. The remaining transmission poles have degraded over time and function as critical angle structures. Therefore, they must also be upgraded or replaced to maintain safe and reliable operation.

**Name of Legal Dept approver:** Kristopher Pearson

**Budget Impact:**

Cost for the agenda item: \$274,596.00

Amount approved in current FY budget for item: \$274,596.00

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

This amount is approved in the current FY26 budget.

Description of funding source:

This amount is approved in the current FY26 budget.

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**



## MEMORANDUM

**TO:** Bryan Dial

**FROM:** Staff

**DATE:** 3/23/2026

**RE:** Various Transmission Poles Foundation Installation

On March 20, 2026, 4 bids for the Various Transmission Poles Foundation Installation were submitted and evaluated by staff. Attached, for your reference, is a bid evaluation spread sheet and the bids are summarized below.

#1 Miller Tree Excavation -	\$ 274,596.20
#2 Most Wanted Drilling -	\$ 331,950.00
#3 WRX Contracting -	\$ 448,069.00
#4 Asplundh Construction -	\$ 690,000.00

Staff recommends that the bid is awarded to Miller Tree Excavation in the amount of \$274,596.20.

Foundation Construction  
for Gap Canyon Pkwy Transmission Line  
BID TABULATION 12-21-2022

BID SCHEDULE				Miller Tree Excavation		Most Wanted Drilling		WRX Contracting		Asplundh Construction	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	L.S.	\$28,828.00	\$28,828.00	\$16,000.00	\$16,000.00	\$36,000.00	\$36,000.00	\$150,000.00	\$150,000.00
2	Furnish and Install Concrete Foundation for Pole #WF151	1	Each	\$25,769.90	\$25,769.90	\$24,532.00	\$24,532.00	\$37,406.00	\$37,406.00	\$77,142.86	\$77,142.86
3	Furnish and Install Concrete Foundation for Pole #24	1	Each	\$50,325.00	\$50,325.00	\$67,732.00	\$67,732.00	\$84,543.00	\$84,543.00	\$77,142.86	\$77,142.86
4	Furnish and Install Concrete Foundation for Pole #24A	1	Each	\$35,482.10	\$35,482.10	\$46,838.00	\$46,838.00	\$60,892.00	\$60,892.00	\$77,142.86	\$77,142.86
5	Furnish and Install Concrete Foundation for Pole #25	1	Each	\$40,215.50	\$40,215.50	\$72,602.00	\$72,602.00	\$96,401.00	\$96,401.00	\$77,142.86	\$77,142.86
6	Furnish and Install Concrete Foundation for Pole #20	1	Each	\$29,246.80	\$29,246.80	\$26,924.00	\$26,924.00	\$32,901.00	\$32,901.00	\$77,142.86	\$77,142.86
7	Furnish and Install Concrete Foundation for Pole #2274	1	Each	\$35,482.10	\$35,482.10	\$52,325.00	\$52,325.00	\$64,522.00	\$64,522.00	\$77,142.85	\$77,142.85
8	Furnish and Install Concrete Foundation for Pole #D1	1	Each	\$29,246.80	\$29,246.80	\$24,997.00	\$24,997.00	\$35,404.00	\$35,404.00	\$77,142.85	\$77,142.85
<b>TOTAL OF BID SCHEDULE</b>					<b>\$274,596.20</b>		<b>\$331,950.00</b>		<b>\$448,069.00</b>		<b>\$690,000.00</b>



## NOTICE OF AWARD

To: Miller Tree & Excavation, LLC

**Project:** Various Transmission Poles Foundation Installation

**Inquiry No.:** 26-263

The CITY has considered the PROPOSAL submitted by you for the above described project in response to its Advertisement for PROPOSALS and Information for CONTRACTORS.

You are hereby notified that your PROPOSAL has been accepted in the amount of \$ 274,596.20 on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of St. George

CITY

By \_\_\_\_\_

Name Jimmie B. Hughes Title Mayor

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name \_\_\_\_\_

Title \_\_\_\_\_



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3e

**Subject:**

Consider approval of entering into a Landscape Maintenance Agreement with Dixie Power for the Washington Fields Substation landscape.

**Item at-a-glance:**

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: n/a

Address/Location:

3000 East & George Washington Boulevard

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

This landscape maintenance agreement is for Dixie Power to install the landscape and irrigation for the Washington Fields Substation and an adjacent parcel to the north owned by the City of St. George. The City in turn will maintain the landscape and irrigation for both parcels in perpetuity. There is no cost to the City for the initial installation of the landscape and irrigation. Staff recommends approval.

**Staff Narrative (need/purpose):**

The purpose of this landscape maintenance agreement is to identify responsibilities for which entity is to install and maintain the landscape and irrigation on two parcels that are highly visible on a high profile corner. The parcels are located on the southwest corner of the 3000 East and George Washington Boulevard intersection. The parcel closest to the corner is owned by the City and the other parcel is owned by Dixie Power and includes a new substation. The agreement is for Dixie Power to install the landscape and irrigation for both parcels and the City will maintain the landscape and irrigation for both parcels in perpetuity.

**Name of Legal Dept approver:** Daniel Baldwin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Approval.

**Attachments**

**3000 EAST (AT GEORGE WASHINGTON BLVD) LANDSCAPE MAINTENANCE AGREEMENT**  
**BETWEEN DIXIE POWER AND THE CITY OF ST. GEORGE**

**THIS MAINTENANCE AGREEMENT** (“**Agreement**”) is made and entered into as of \_\_\_\_\_, by and between **CITY OF ST. GEORGE**, a Utah municipal corporation (the “**City**”), and **DIXIE-ESCALANTE RURAL ELECTRIC ASSOCIATION, INC. dba DIXIE POWER** (“**Dixie Power**”) (individually “**Party**”, collectively “**Parties**”).

**RECITALS**

**WHEREAS**, Dixie Power is constructing a power substation near the corner of 3000 East and George Washington Boulevard (the “**Project**”), Dixie Power’s property being more fully described in Exhibit A; and

**WHEREAS**, the City owns property adjacent to this power substation (“**City Property**”) (more fully described in Exhibit B), and both properties are highly visible on a high profile corner; and

**WHEREAS**, Dixie Power desires to pay for and install certain landscaping on both City Property and on the Project property (the “**Landscape Improvements**”) as more particularly depicted on Exhibit 1 attached hereto (the “**Landscape Area**”) (Both a black-and-white and full color exhibit map has been attached hereto for reference); and

**WHEREAS**, the City is willing to maintain the Landscape Improvements within the Landscape Area, subject to Dixie Power’s agreement to install the Landscape Improvements; and

**WHEREAS**, the Parties desire to reduce their agreements and understandings to writing;

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Dixie Power hereby agree as follows:

1. **Installation of Landscape Improvements.** Dixie Power hereby agrees to provide, or to have provided, as applicable, all Landscape Improvements in the Landscape Area. If Dixie Power desires to make any changes to the Landscape Improvements shown in Exhibit 1, Dixie Power must obtain consent from the City in writing.
2. **Maintenance of Landscape Improvements.** City hereby agrees to provide, or to have provided, as applicable, lawn and grounds care maintenance services for the Landscape Improvements and to generally maintain the Landscape Improvements in an attractive and good condition. The Parties agree that the City retains the right to remove any

landscape feature at any time which the City deems creates an emergency situation that interferes with or impedes public safety.

- 2.1. City will remove or address noxious weeds, insects, and debris within the Landscape Area.
  - 2.2. No storm drain intake or system in the Landscape Area will be impaired by the Landscape Improvements.
  - 2.3. Any landscape lighting within the Landscape Area must comply with the City Code and lighting regulations.
  - 2.4. Any signage within the Landscape Area must comply with the City Code and signage regulations.
  - 2.5. Any usage costs for water, power, or other utilities utilized to maintain the Landscape Improvements will be borne solely by City. The irrigation connection for the Landscape Area will be on City property.
  - 2.6. Dixie Power shall comply with Utah law and City Code with regards to the landscaping.
3. **Repair and Replacement.** The City will maintain the Landscape Area in accordance with Exhibit 1. Dixie Power must replace or repair any damage to the Landscape Improvements or City infrastructure inside the Landscape Area that results from Dixie Power's negligent damage of Landscape Improvements.
  4. **Indemnity.** Dixie Power will indemnify and hold harmless the City from any claims caused by the negligent acts of Dixie Power, its employees or agents related to this Agreement. Likewise, the City will indemnify and hold harmless Dixie Power from any claims caused by the negligent acts of the City, its employees, officers, elected officials, or agents related to the Agreement. Neither Party shall be liable for losses or damages to the extent attributable to the other Party's negligence.
  5. **Termination.** This Agreement, Dixie Power's temporary license to access City property for the purpose of installing the Landscape Improvements, City's perpetual license to care for the Landscape Area, and Dixie Power's grant of access may only be terminated for cause and only after the terminating Party gives the other Party ninety (90) days written notice and an opportunity to cure. If the non-terminating Party cures or begins and continues a reasonable effort to cure any alleged cause within ninety (90) days after receiving notice, then this Agreement shall not be terminated.
  6. **Choice of Law.** This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions, or agreements contained herein will not be

deemed a waiver of any rights or remedies and will not be deemed a waiver of any subsequent breach or default.

7. **No Partnership.** This Agreement does not constitute—and must not be construed to create—a partnership, public-private partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. This Agreement does not create any right in, or inure to the benefit of, any third parties.
8. **Notice.** Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

CITY:	City of St. George	INDEPENDENT	Dixie Power
	61 S. Main St.	CONTRACTOR:	71 E Highway 56
	St. George, Utah 84770		Beryl, UT 84714
Attention:	City Attorney	Attention:	LaDel Laub
Copy:	legal@sgcityutah.gov		

Either Party may change its address for notice by giving written notice to the other Party in accordance with the provisions of this section.

9. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
10. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations, or agreements pertaining to the subject matter hereof which are not set forth herein.
11. **Amendment.** This Agreement may only be amended in writing signed by the Parties hereto.
12. **Binding Effect.** The covenants set forth herein shall be binding upon the officers, employees, agents, representatives, assigns, and successors in interest of the Parties hereto. It is expressly agreed by the Parties that Dixie Power and City may contract with third parties to perform their duties and responsibilities hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY OF ST. GEORGE

DIXIE POWER

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
LaDel Laub, CEO

ATTEST:

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
Christina Fernandez, City Recorder

\_\_\_\_\_  
Daniel Baldwin, Assistant City Attorney

## Exhibit A

### Dixie Power Parcel

(This legal description is prepared exclusively for use in connection with the Landscape Maintenance Agreement. It is not intended for conveyance, title transfer, boundary determination, or any other purpose.)

Commencing the East Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian and running thence 2646.24 feet N 89°16'03" W along the center section line; thence 1,686.25 feet S 00°31'51" W along the center section line to the POINT OF BEGINNING;  
thence N 78°33'01" E 16.87 feet;  
thence S 00°31'50" W 25.93 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S 33°18'35" W, a radial distance of 775.00 feet;  
thence Southeasterly along the arc, through a central angle of 20°33'14", a distance of 278.02 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S 78°41'25" W, a radial distance of 905.00 feet, said point also being on a point on the westerly right-of-way line of 3000 East Street;  
thence Southerly along the arc, through a central angle of 40°25'23", a distance of 638.49 feet;  
thence S 29°06'48" W along said right-of-way of 3000 East Street 119.66 feet to a point of curve to the left having a radius of 995.00 feet and a central angle of 00°42'29";  
thence Southwesterly along the arc and along said right-of-way of 3000 East Street a distance of 12.30 feet;  
thence along a line non-tangent to said curve, N 89°20'16" W 39.60 feet;  
thence S 00°42'18" W 33.00 feet to the south section line of said Section 34;  
thence N 89°20'03" W 24.75 feet along said south section line to the Southwest Corner of said Section 34;  
thence N 00°31'50" E 978.65 feet along the center section line to the POINT OF BEGINNING.

Containing 167,248.50 square feet or 3.8395 acres, more or less.

**Exhibit B**  
City Parcel

(This legal description is prepared exclusively for use in connection with the Landscape Maintenance Agreement. It is not intended for conveyance, title transfer, boundary determination, or any other purpose.)

Commencing the East Quarter Corner of Section 34, Township 42 South, Range 15 West, Salt Lake Base & Meridian and running thence 2,623.79 feet N 89°16'03" W along the center section line; thence 1,690.01 feet S 00°43'57" W, to the POINT OF BEGINNING;

said point also being the beginning of a curve to the left, of which the radius point lies N 12°15'11" W, a radial distance of 650.00 feet;

thence Easterly along the arc, through a central angle of 03°08'24", a distance of 35.62 feet;

thence N 74°36'25" E, a distance of 61.35 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S 05°14'47" E, a radial distance of 35.00 feet;

thence Southeasterly along the arc, through a central angle of 70°41'12", a distance of 43.18 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S 64°23'13" W, a radial distance of 905.01 feet;

thence Southerly along the arc, through a central angle of 14°18'12", a distance of 225.92 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S 53°51'49" W, a radial distance of 775.00 feet;

thence Northwesterly along the arc, through a central angle of 20°33'14", a distance of 278.02 feet;

thence along a line non-tangent to said curve, N 00°31'50" E, a distance of 18.60 feet to the POINT OF BEGINNING.

Containing 16,091.72 square feet or 0.3694 acres, more or less.

George Washington Blvd

City of  
St. George

*Pure Style  
Construction*

SG-5-2-34-3261

*Dixie  
Power*

SG-6495-B-SA

SG-6495-A-6

SG-5-2-34-2330

*Red Cliffs  
Temple*

SG-RTPL-1

3000 East St

1580 South St



SHEET

1-1

DATE	Feb. 12, 2023
JOB	
SCALE	NONE
DRAWN	tj

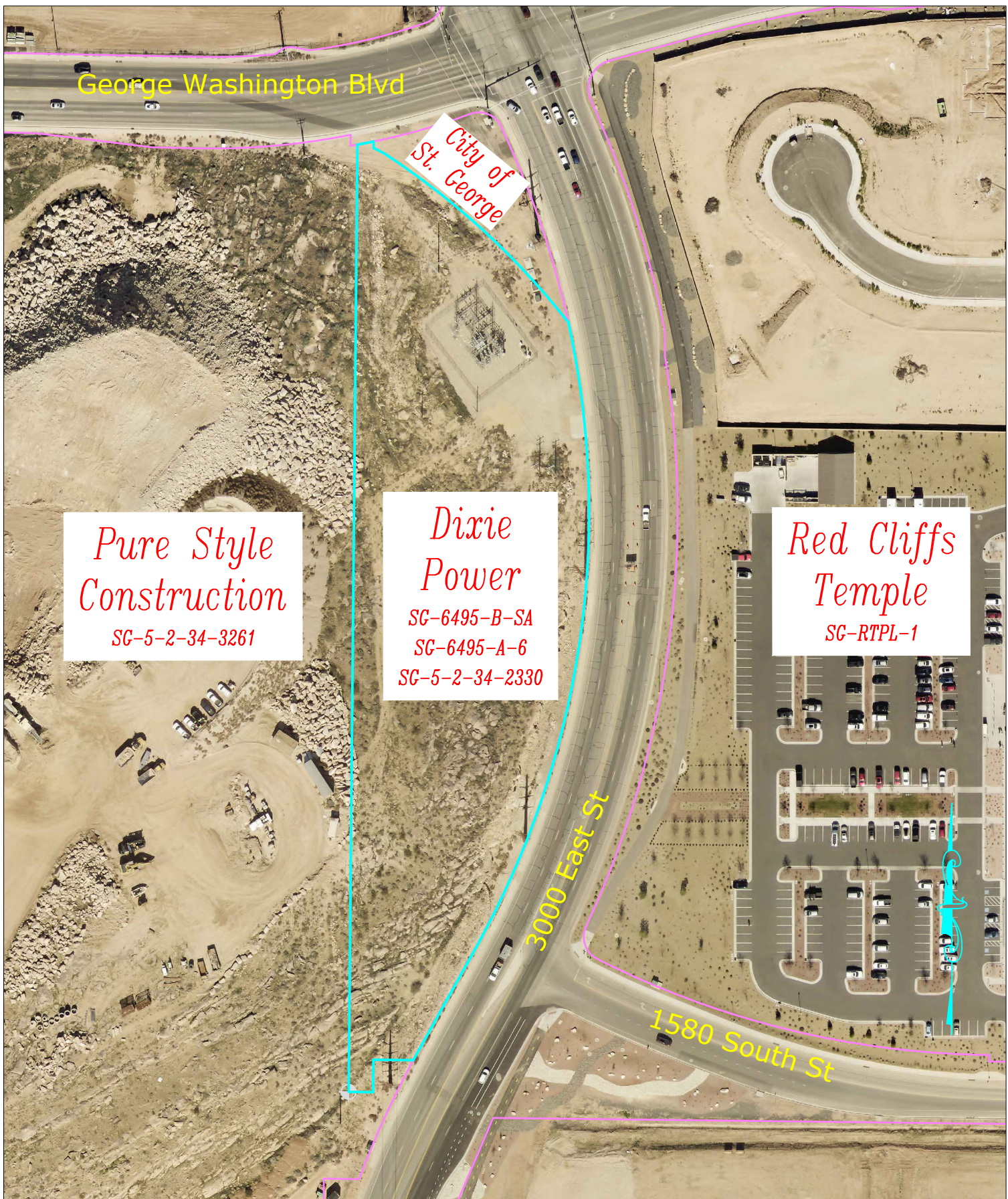
CITY OF ST. GEORGE

175 EAST 200 NORTH  
ST. GEORGE, UT 84770

(435) 627-4000 - [www.sgcity.org](http://www.sgcity.org)

Exhibit Map  
Dixie Power & City of St. George  
Ownership Map





George Washington Blvd

City of St. George

Pure Style Construction  
SG-5-2-34-3261

Dixie Power  
SG-6495-B-SA  
SG-6495-A-6  
SG-5-2-34-2330

Red Cliffs Temple  
SG-RTPL-1

3000 East St

1580 South St

SHEET  
1-1





DATE	Feb. 12, 2023
JOB	
SCALE	NONE
DRAWN	tj

CITY OF ST. GEORGE  
175 EAST 200 NORTH  
ST. GEORGE, UT 84770  
(435) 627-4000 - www.sgcity.org

Exhibit Map  
Dixie Power & City of St. George  
Ownership Map
















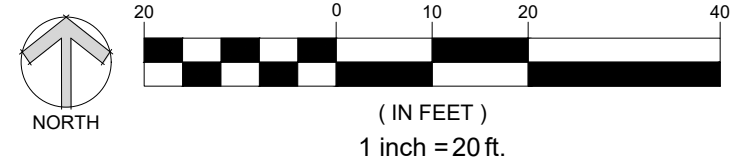
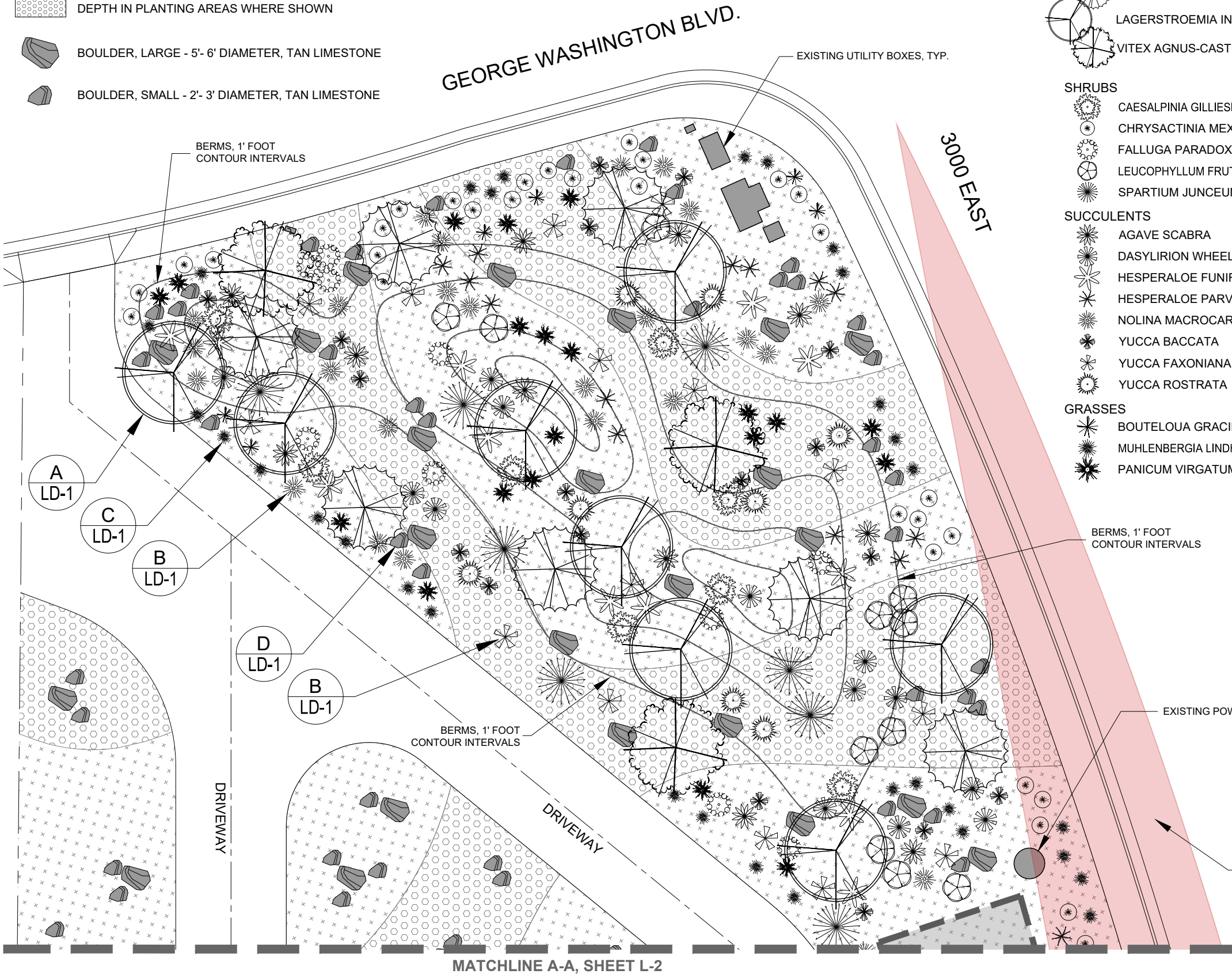
**LANDSCAPE MATERIALS LEGEND**

-  ROCK MULCH - 3/4" to 1", COLOR: ANTIQUE BROWN; 2" DEPTH IN PLANTING AREAS WHERE SHOWN
-  COBBLE - 2" to 3", NO FINES; COLOR: BLACK BASALT; 6" DEPTH IN PLANTING AREAS WHERE SHOWN
-  BOULDER, LARGE - 5'- 6' DIAMETER, TAN LIMESTONE
-  BOULDER, SMALL - 2'- 3' DIAMETER, TAN LIMESTONE

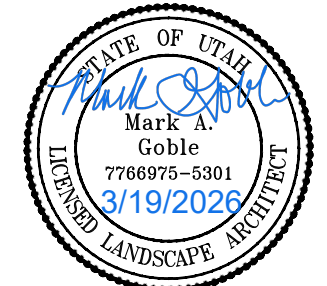
**EXHIBIT 1**

**LANDSCAPING LEGEND**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
<b>TREES</b>			
	CHILOPSIS LINEARIS 'BURGUNDY LACE'	BURGUNDY LACE DESERT WILLOW	24" BOX
	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX
	VITEX AGNUS-CASTUS	CHASTE TREE	24" BOX
<b>SHRUBS</b>			
	CAESALPINIA GILLIESII	YELLOW BIRD OF PARADISE	15 GAL
	CHRYSACTINIA MEXICANA	DESERT DAISY	1 GAL
	FALLUGA PARADOXA	APACHE PLUME	5 GAL
	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	GREEN CLOUD TEXAS SAGE	5 GAL
	SPARTIUM JUNCEUM	SPANISH BROOM	5 GAL
<b>SUCCULENTS</b>			
	AGAVE SCABRA	ROUGH LEAFED AGAVE	5 GAL
	DASYLIRION WHEELERI	GREY DESERT SPOON	5 GAL
	HESPERALOE FUNIFERA	GIANT HESPERALOE	15 GAL
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL
	NOLINA MACROCARPA	BEAR GRASS	5 GAL
	YUCCA BACCATA	BANANA YUCCA	5 GAL
	YUCCA FAXONIANA	SPANISH DAGGER	5 GAL
	YUCCA ROSTRATA	BEAKED YUCCA	5 GAL
<b>GRASSES</b>			
	BOUTELOUA GRACILIS 'BLOND AMBITION'	BLOND AMBITION GRAMA GRASS	5 GAL
	MUHLENBERGIA LINDHEIMERI 'AUTUMN GLOW'	AUTUMN GLOW MUHLY GRASS	5 GAL
	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	5 GAL



DETAIL #  
A  
LD-1  
SHEET #



SIGHT DISTANCE TRIANGLE - NO LANDSCAPE BOULDERS, BERMS, OR PLANTS OVER 3' FOOT AT MATURE HEIGHT WITHIN THIS AREA.

10/23/2025 1:35 PM G:\Shared drives\Park\Planning\City Facilities\Substations\Washington Fields - Dixie Power\1+CONSTRUCTION ADMIN\CONSTRUCTION DOCUMENTS\Washington Fields Substation Base - Planting Plan.dwg

DATE: 10/20/2025  
DRAWN BY: CH  
CHECKED BY: MG

NO.	DATE	BY	DESCRIPTION

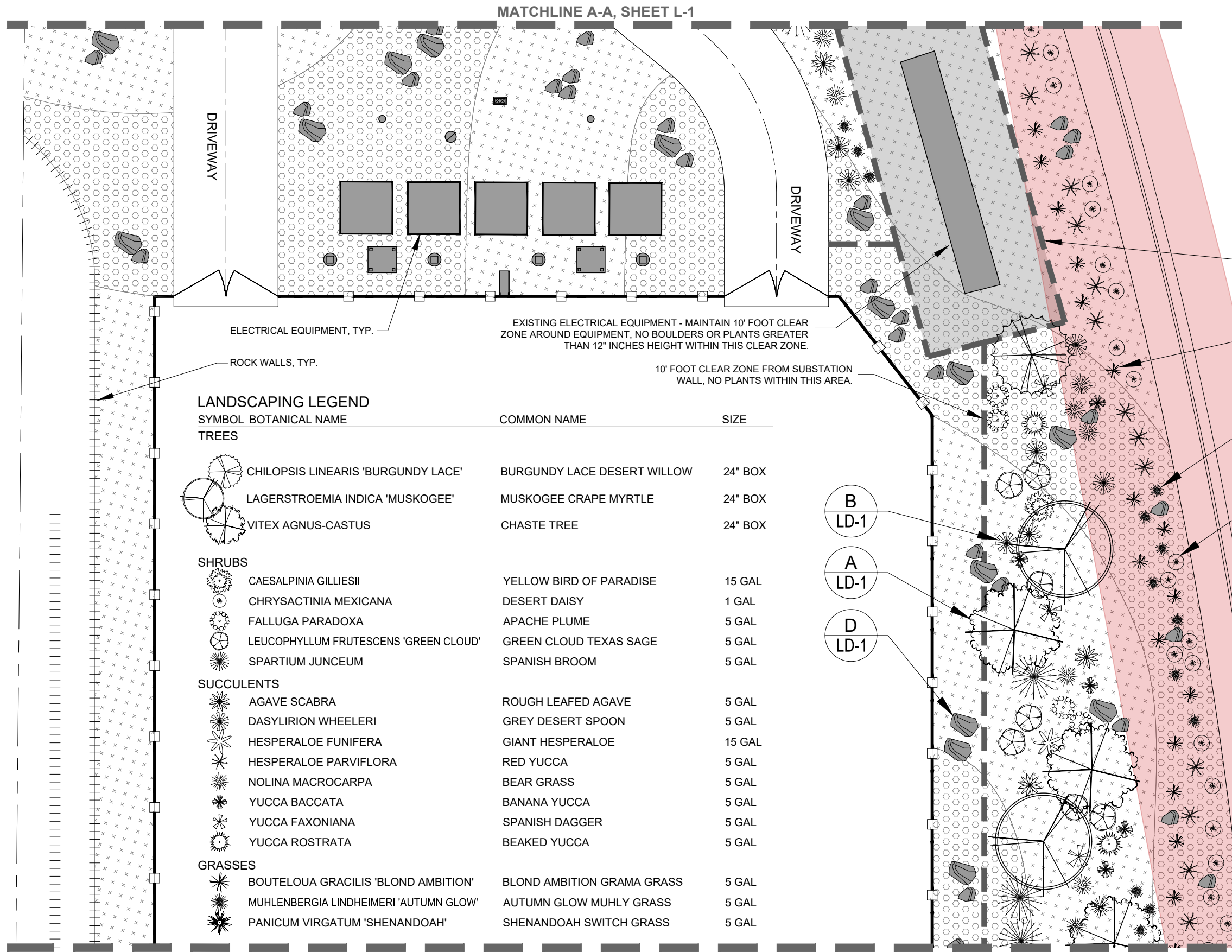
CITY OF ST. GEORGE  
PARK PLANNING DIVISION  
390 NORTH 3050 EAST  
ST. GEORGE, UTAH 84790  
(435) 627-4630



**PLANTING PLAN**  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790

G:\Shared drives\Park\Planning\City Facilities\Substations\Washington Fields - Dixie Power\1+CONSTRUCTION ADMIN\CONSTRUCTION DOCUMENTS\CADD\Washington Fields Substation Base - Planting Plan.dwg

DATE:	10/20/2025	
DRAWN BY:	CH	
CHECKED BY:	MG	
REVISIONS:		
NO.	DATE	DESCRIPTION



### LANDSCAPE MATERIALS LEGEND

	ROCK MULCH - 3/4" to 1"; COLOR: ANTIQUE BROWN; 2" DEPTH IN PLANTING AREAS WHERE SHOWN
	COBBLE - 2" to 3", NO FINES; COLOR: BLACK BASALT; 6" DEPTH IN PLANTING AREAS WHERE SHOWN
	BOULDER, LARGE - 5'- 6' DIAMETER, TAN LIMESTONE
	BOULDER, SMALL - 2'- 3' DIAMETER, TAN LIMESTONE

### LANDSCAPING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
<b>TREES</b>			
	CHILOPSIS LINEARIS 'BURGUNDY LACE'	BURGUNDY LACE DESERT WILLOW	24" BOX
	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	24" BOX
	VITEX AGNUS-CASTUS	CHASTE TREE	24" BOX
<b>SHRUBS</b>			
	CAESALPINIA GILLIESII	YELLOW BIRD OF PARADISE	15 GAL
	CHRYSACTINIA MEXICANA	DESERT DAISY	1 GAL
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	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD'	GREEN CLOUD TEXAS SAGE	5 GAL
	SPARTIUM JUNCEUM	SPANISH BROOM	5 GAL
<b>SUCCULENTS</b>			
	AGAVE SCABRA	ROUGH LEAFED AGAVE	5 GAL
	DASYLIRION WHEELERI	GREY DESERT SPOON	5 GAL
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	YUCCA BACCATA	BANANA YUCCA	5 GAL
	YUCCA FAXONIANA	SPANISH DAGGER	5 GAL
	YUCCA ROSTRATA	BEAKED YUCCA	5 GAL
<b>GRASSES</b>			
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	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	5 GAL

EXISTING ELECTRICAL EQUIPMENT  
10' FOOT CLEAR ZONE.

ELECTRICAL EQUIPMENT, TYP.

EXISTING ELECTRICAL EQUIPMENT - MAINTAIN 10' FOOT CLEAR ZONE AROUND EQUIPMENT, NO BOULDERS OR PLANTS GREATER THAN 12" INCHES HEIGHT WITHIN THIS CLEAR ZONE.

10' FOOT CLEAR ZONE FROM SUBSTATION WALL, NO PLANTS WITHIN THIS AREA.

ROCK WALLS, TYP.

SIGHT DISTANCE TRIANGLE - NO LANDSCAPE BOULDERS, BERMS, OR PLANTS OVER 3' FOOT AT MATURE HEIGHT WITHIN THIS AREA.

3000 EAST

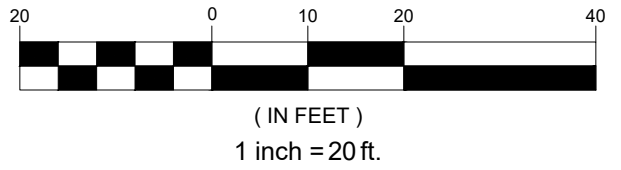
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A LD-1  
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C LD-1

C LD-1

B LD-1

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DETAIL #  
SHEET #



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









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



PLANTING PLAN  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790





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**LANDSCAPING LEGEND**

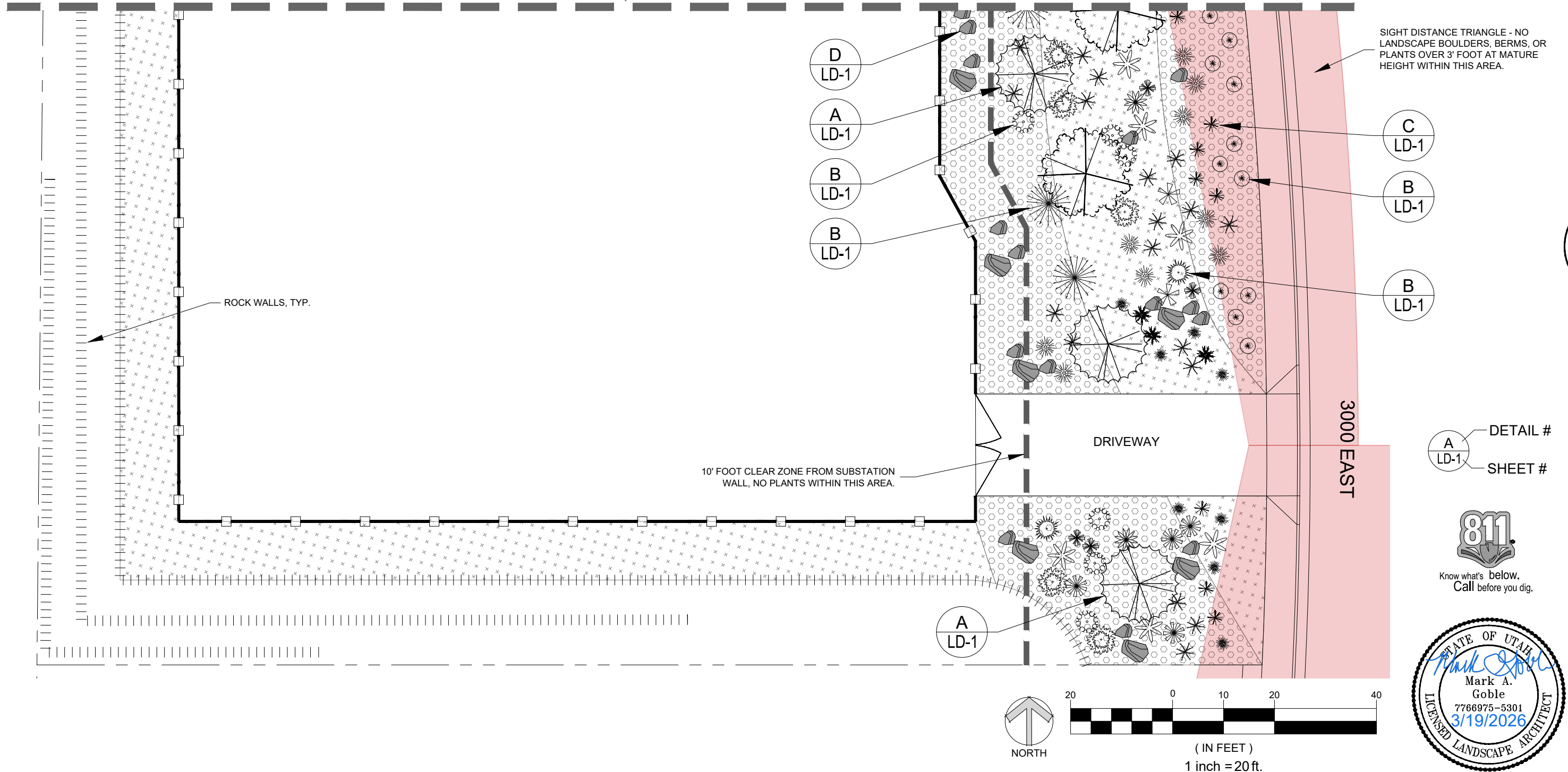
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
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	SPARTIUM JUNCEUM	SPANISH BROOM	5 GAL

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
<b>SUCCULENTS</b>			
	AGAVE SCABRA	ROUGH LEAFED AGAVE	5 GAL
	DASYLIRION WHEELERI	GREY DESERT SPOON	5 GAL
	HESPERALOE FUNIFERA	GIANT HESPERALOE	15 GAL
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL
	NOLINA MACROCARPA	BEAR GRASS	5 GAL
	YUCCA BACCATA	BANANA YUCCA	5 GAL
	YUCCA FAXONIANA	SPANISH DAGGER	5 GAL
	YUCCA ROSTRATA	BEAKED YUCCA	5 GAL
<b>GRASSES</b>			
	BOUTELOUA GRACILIS 'BLOND AMBITION'	BLOND AMBITION GRAMA GRASS	5 GAL
	MUHLENBERGIA LINDHEIMERI 'AUTUMN GLOW'	AUTUMN GLOW MUHLY GRASS	5 GAL
	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	5 GAL

**LANDSCAPE MATERIALS LEGEND**

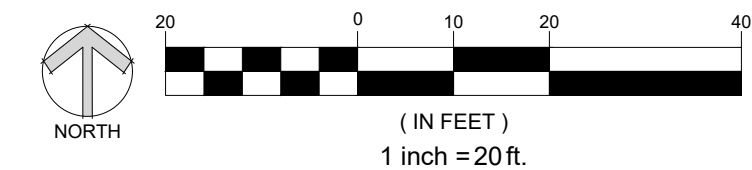
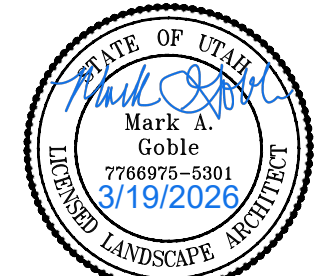
	ROCK MULCH - 3/4" to 1"; COLOR: ANTIQUE BROWN; 2" DEPTH IN PLANTING AREAS WHERE SHOWN
	COBBLE - 2" to 3", NO FINES; COLOR: BLACK BASALT; 6" DEPTH IN PLANTING AREAS WHERE SHOWN
	BOULDER, LARGE - 4' to 6' DIAMETER, TAN LIMESTONE
	BOULDER, SMALL - 2' to 3' DIAMETER, TAN LIMESTONE

**MATCHLINE B-B, SHEET L-2**



DETAIL #  
A LD-1  
SHEET #

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



NO.	DATE	BY	DESCRIPTION

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

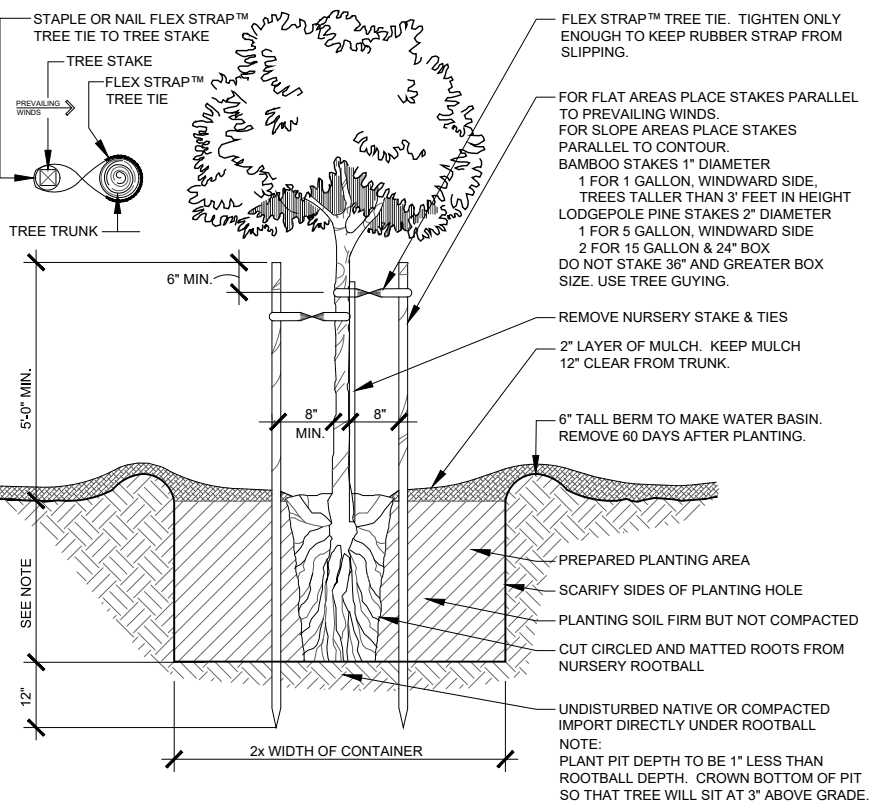


**PLANTING PLAN**  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790

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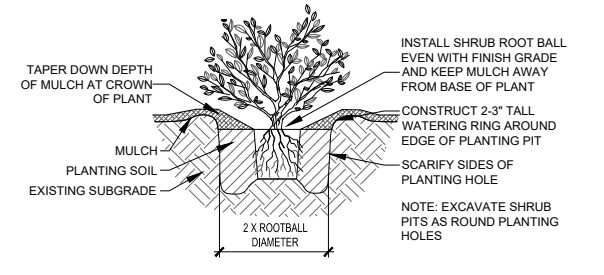


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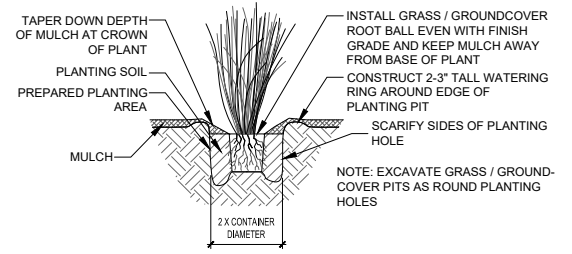


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 SCALE: NO SCALE

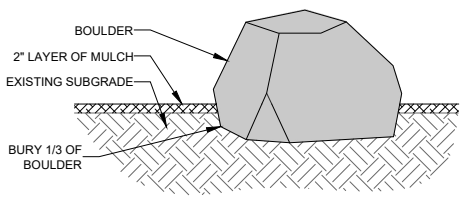
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 SCALE: NO SCALE



**B SHRUB PLANTING DETAIL**  
 SCALE: NO SCALE



**C GRASS PLANTING DETAIL**  
 SCALE: NO SCALE



**D BOULDER DETAIL**  
 SCALE: NO SCALE

**PLANT SCHEDULE**  
 (ALL QUANTITIES LISTED ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE QUANTITIES.)

PLANTS	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	UNIT	QTY.
TREES	CHILOPSIS LINEARIS 'BURGUNDY LACE'	BURGUNDY LACE DESERT WILLOW (MULTI)	24" BOX	AS SHOWN	EA	11
	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE (MULTI)	24" BOX	AS SHOWN	EA	10
	VITEX AGNUS-CASTUS	CHASTE TREE (MULTI)	24" BOX	AS SHOWN	EA	7
SHRUBS	CAESALPINIA GILLIESII	YELLOW BIRD OF PARADISE	15 GAL	AS SHOWN	EA	14
	CHRYSACTINIA MEXICANA	DESERT DAISY	1 GAL	AS SHOWN	EA	60
	FALLUGIA PARADOXA	APACHE PLUME	5 GAL	AS SHOWN	EA	20
	LEUCOPHYLLUM 'GREEN CLOUD'	GREEN CLOUD TEXAS SAGE	5 GAL	AS SHOWN	EA	18
	SPARTIUM JUNCEUM	SPANISH BROOM	5 GAL	AS SHOWN	EA	13
	AGAVE SCABRA	ROUGH LEAFED AGAVE	5 GAL	AS SHOWN	EA	17
GRASSES	DASYLIRION WHEELERI	GRAY DESERT SPOON	5 GAL	AS SHOWN	EA	23
	HESPERALOE FUNIFERA	GIANT HESPERALOE	15 GAL	AS SHOWN	EA	19
	HESPERALOE PARVIFOLIA	RED YUCCA	5 GAL	AS SHOWN	EA	45
	NOLINA MACROCARPA	BEAR GRASS	5 GAL	AS SHOWN	EA	42
	YUCCA BACCATA	BANANA YUCCA	5 GAL	AS SHOWN	EA	27
	YUCCA FAXONIANA	SPANISH DAGGER	5 GAL	AS SHOWN	EA	20
	YUCCA ROSTRATA	BEAKED YUCCA	5 GAL	AS SHOWN	EA	12
	BOUTELOUA GRACILIS 'BLOND AMBITION'	BLOND AMBITION GRAMA GRASS	5 GAL	AS SHOWN	EA	30
MUHLENBERGIA LINDHEIMERI 'AUTUMN GLOW'	AUTUMN GLOW MUHLY GRASS	5 GAL	AS SHOWN	EA	52	
PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	5 GAL	AS SHOWN	EA	23	

**MATERIAL SCHEDULE**  
 (ALL QUANTITIES LISTED ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE QUANTITIES.)

MATERIAL	DESCRIPTION	SIZE	DEPTH	UNIT	QUANTITY
BOULDER	SMALL BOULDER - TAN LIMESTONE	2' - 3' DIA	N/A	EA	86
BOULDER	LARGE BOULDER - TAN LIMESTONE	4' - 6' DIA	N/A	EA	45
ROCK MULCH	ANTIQUE BROWN	3/4" TO 1" - NO FINES	2" DEPTH WHERE SHOWN	CY	111
COBBLE	BLACK BASALT	2" TO 3" - NO FINES	4" DEPTH WHERE SHOWN	CY	310
AMENDED TOPSOIL	PER SECTION 329100 - PLANTING SOIL FOR PLANTS	N/A	SEE PLANTING DETAILS ON SHEET LD-1	CY	77
SOIL FOR MOUNDING	CONTRACTOR FURNISHED SOIL FOR BERM MOUNDING	N/A	CONTOURS ARE SHOWN AT 1' FOOT INTERVALS FORM AS SHOWN ON SHEET L-1	CY	410

**LANDSCAPING AND PLANTING NOTES**

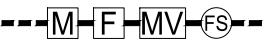








- THESE GENERAL NOTES ARE PROVIDED FOR CONVENIENCE ONLY. TECHNICAL SPECIFICATIONS ARE FULLY COVERED IN SECTIONS 328400, 329100, 329200A AND 329300.
- THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
- THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN THE QUANTITIES AND SIZES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON ALL DRAWINGS. ALL QUANTITIES SHOWN ON THE DRAWINGS ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE QUANTITIES.
- ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).
- NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING HAS BEEN FINISHED AND APPROVED BY PROJECT MANAGER OR LANDSCAPE ARCHITECT.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE IN ITS CONTAINER. (i.e. DO NOT SET ROOT FLAIR OF PLANT BELOW TOP OF FINISHED GRADE)
- ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING AND WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
- ALL PLANTS SHALL BE INSTALLED AS PER DETAILS AND THE CONTRACT SPECIFICATIONS.
- ALL PLANTS AND STAKES SHALL BE SET PLUMB UNLESS OTHERWISE SPECIFIED.
- ALL PLANTS SHALL BE INSTALLED AT LEAST 24" FROM BACK OF CURB OR SIDEWALK EXCEPT FOR 1 GALLON PLANTS THAT MAY BE INSTALLED AT LEAST 18" FROM BACK OF CURB OR SIDEWALK.
- THE CONTRACTOR SHALL PROVIDE PLANTING SOIL AS PER THE CONTRACT SPECIFICATIONS.
- ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24 HOUR PERIOD AFTER PLANTING. ALL PLANTS ON DRIP SYSTEM SHALL THEN BE WATERED ON A REGULAR SCHEDULE DURING THE FIRST GROWING SEASON.
- THE CONTRACTOR SHALL WARRANTY ALL PLANT MATERIAL ACCORDING TO THE TIME LIMITS AS OUTLINED AND SPECIFIED IN SECTION 329300 'PLANTS' (TYPICALLY ONE YEAR) STARTING AT THE DATE OF FINAL ACCEPTANCE OF THE PROJECT BY THE CITY.
- PLANTING PITS - THE PLANTING SOIL SHALL HAVE A MINIMUM OF 20% ORGANIC MATERIAL. REFER TO SPECIFICATIONS.
- FINISH GRADE OF ROCK MULCH WILL BE 1" BELOW TOP OF CURB OR SIDEWALK, EXCEPT WHERE INDICATED.
- ALL WORK AND MATERIALS MUST MEET CITY OF ST. GEORGE STANDARDS.
- LANDSCAPE TO BE INSTALLED BY A LANDSCAPE CONTRACTOR THAT MEETS STATE AND LOCAL LICENSE REQUIREMENTS.



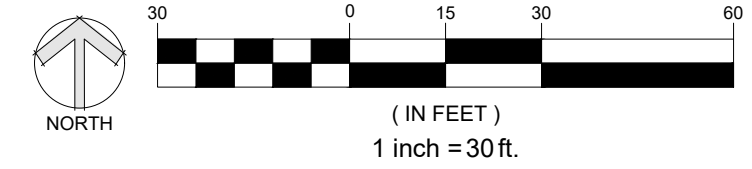
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DATE: 10/20/2025  
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CHECKED BY: MG

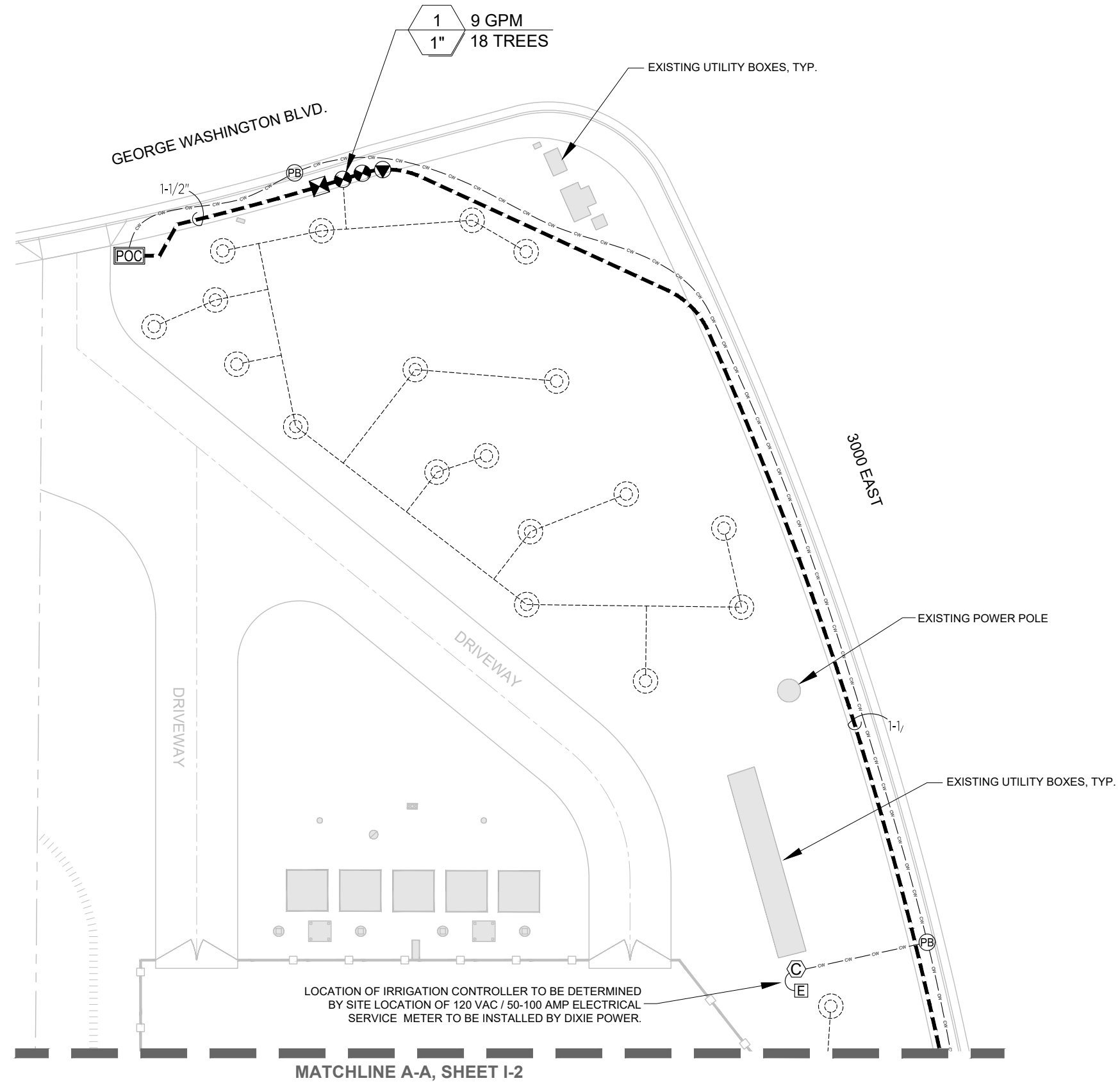
**IRRIGATION LEGEND**

SYMBOL	MAKER	DESCRIPTION	DETAIL
POC	-	POINT OF CONNECTION: 	A
E	-	120 VAC / 50 -100 AMP ELECTRICAL SERVICE METER, PEDESTAL, & CONNECTION TO IRRIGATION CONTROLLER	-
C	TORO	TORO TWO-WIRE SENTINEL CONTROLLER, TAN PEDESTAL MOUNT; MODEL NO. DXI-PPED-TW-M8W, INCLUDE TORO MODEL NO. TW-BLA SURGE PROTECTION	C
M	APPROVED	3/4" IRRIGATION (RECLAIMED WATER) METER ASSEMBLY	A
F	AMIAD	1-1/2" PLASTIC MANUAL FILTER ASSEMBLY, MODEL NO. T-SUPER, WITH INSULATED ENCLOSURE & 4" CONCRETE PAD	A
MV	RAIN BIRD	1-1/2" MASTER VALVE, MODEL NO. 150-PESB-R, W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	A
FS	TORO	1-1/2" FLOW SENSOR; MODEL NO. TFS-150 W/TORO DECODER, MODEL NO. TW-DAC-FLOW	A
	MATCO-NORCA	1-1/2" BRASS GATE VALVE; MODEL NO. 514T SERIES	B, D
	RAIN BIRD	CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM; W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	D
	WEATHERMATIC	1" QUICK COUPLER, MODEL NO. 7645-QCVLNP, WITH 1" SCH 80 PVC BALL VALVE PER DETAIL	D, E
PB	APPROVED	12" ROUND PULL BOX	G
	APPROVED	4" SCH 40 PVC SLEEVE; NUMBER NOTED ON PLAN.	I
	APPROVED	1-1/2" SCH 40 PVC MAINLINE, PURPLE PIPE	A, B, D, E, H, I
	TORO	1" PE BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	D, F, H, I, J
	APPROVED	#14 U.F. MAXI-WIRE; CONTROLLER WIRE IN GRAY 1" INCH SCH 40 PVC CONDUIT	A, C, D, G, H, I
	TORO	5/8" BROWN DRIP IN® PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	J

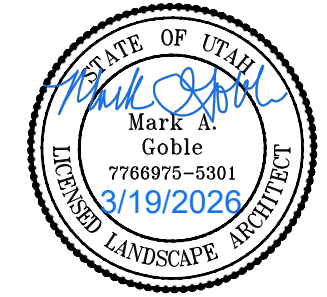
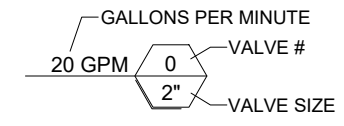
NOTE: SEE IRRIGATION SCHEDULE ON SHEET ID-2 FOR DRIP EMITTER SCHEDULE.  
SEE SHEETS ID-1 & ID-2 FOR IRRIGATION DETAILS.



- NOTES:**
1. LOCATION OF THE MAINLINES, CONTROLLER WIRE, POC, BALL VALVES, QUICK COUPLERS, VALVES, PULL BOXES, MAINLINES, LATERALS & SLEEVES AS SHOWN ON PLAN IS DIAGRAMMATIC ONLY, UNLESS OTHERWISE NOTED ON THE PLAN. ALL PIPES, CONTROLLER WIRES & EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE AREAS AS PER CITY SPECIFICATION, SECTION #328400 - 'PLANTING IRRIGATION.'
  2. VALVE BOXES SHALL BE SPACED NO MORE THAN TWENTY-FOUR (24") INCHES MAX. O.C. & PLACED NO MORE THAN 18" INCHES FROM EDGE OF VALVE BOX TO BACK OF CURB, SIDEWALK, OR TRAIL UNLESS OTHERWISE NOTED.
  3. IRRIGATION MAINLINE SHALL BE PLACED NO MORE THAN 18" INCHES FROM THE BACK OF CURB, SIDEWALK, OR TRAIL UNLESS OTHERWISE NOTED/SHOWN ON THE PLAN.
  4. A TRACE WIRE & DETECTABLE WARNING TAPE SHALL BE INSTALLED WITH THE IRRIGATION MAINLINE. THE TRACE WIRE SHALL BE DIRECTLY ATTACHED TO THE MAINLINE. THE DETECTABLE WARNING TAPE SHALL BE BURIED 12" INCHES ABOVE THE MAINLINE. REFER TO THE IRRIGATION DETAILS ON SHEETS LD-1 & LD-2, & SPECIFICATION SECTION #328400 - 'PLANTING IRRIGATION' FOR MORE INFORMATION.
  5. REFER TO SHEETS I-2 FOR SLEEVE QUANTITY.
  6. CONTRACTOR SHALL VERIFY ALL QUANTITIES TO INSURE A WORKING COMPLETE IRRIGATION SYSTEM.



MATCHLINE A-A, SHEET I-2



REVISIONS:

NO.	DATE	BY	DESCRIPTION

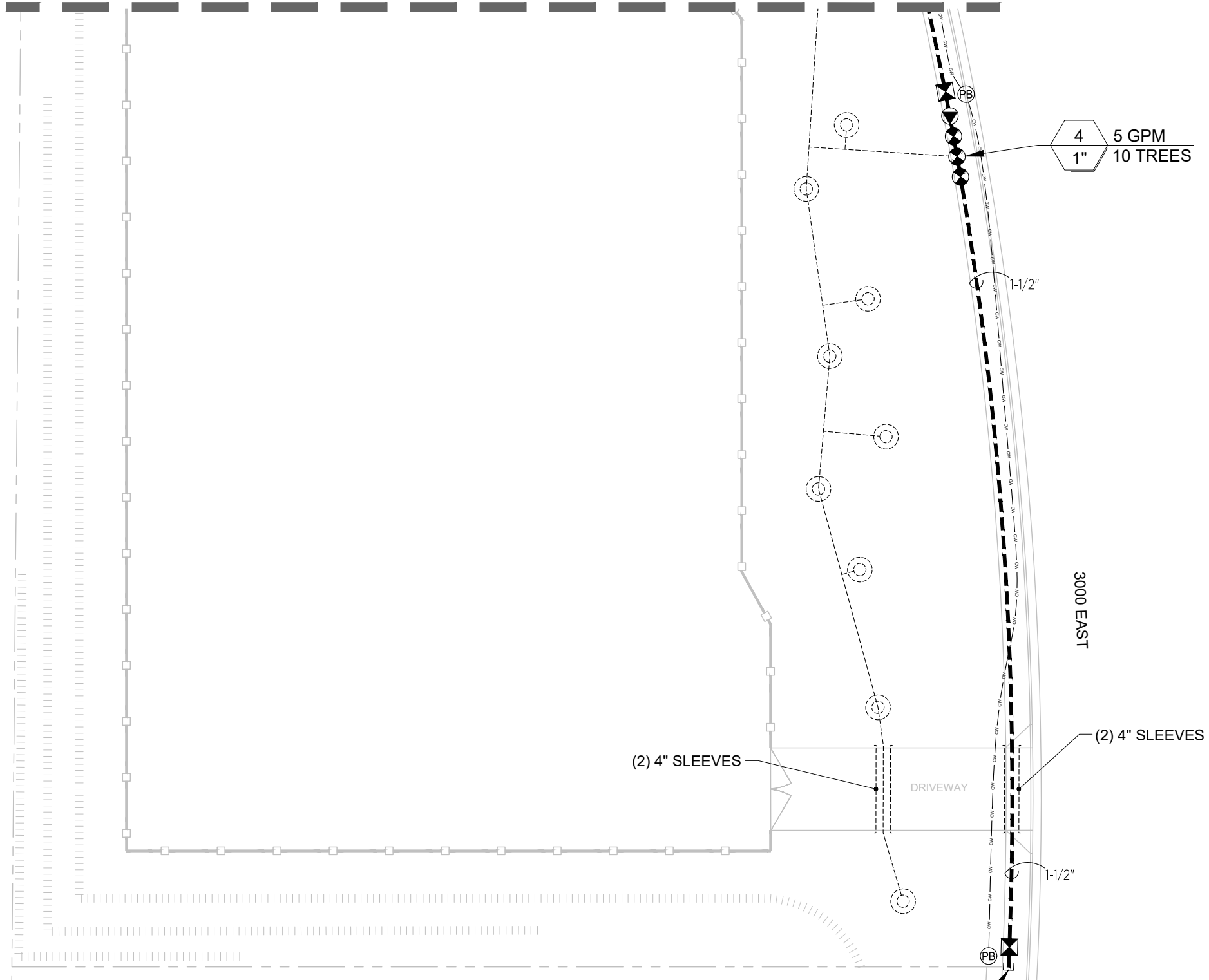
CITY OF ST. GEORGE  
PARK PLANNING DIVISION  
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IRRIGATION PLAN - TREES  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
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MATCHLINE A-A, SHEET I-2

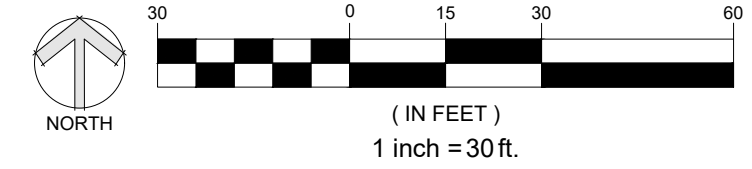


STUB & CAP 24" INCHES OF PVC MAINLINE BEYOND BRASS GATE VALVE FOR FUTURE SYSTEM EXPANSION. INSTALL IRRIGATION CONTROLLER WIRE IN 1" PVC CONDUIT TO THIS LOCATION. TERMINATE THE WIRES IN A 12" INCH ROUND PULL BOX.

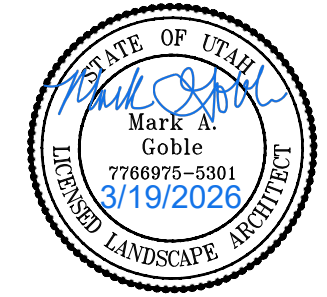
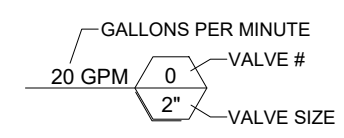
**IRRIGATION LEGEND**

SYMBOL	MAKER	DESCRIPTION	DETAIL
POC	-	POINT OF CONNECTION:  M-F-MV-FS	A
E	-	120 VAC / 50 -100 AMP ELECTRICAL SERVICE METER, PEDESTAL, & CONNECTION TO IRRIGATION CONTROLLER	-
C	TORO	TORO TWO-WIRE SENTINEL CONTROLLER, TAN PEDESTAL MOUNT; MODEL NO. DXI-PPED-TW-M8W, INCLUDE TORO MODEL NO. TW-BLA SURGE PROTECTION	C
M	APPROVED	3/4" IRRIGATION (RECLAIMED WATER) METER ASSEMBLY	A
F	AMIAD	1-1/2" PLASTIC MANUAL FILTER ASSEMBLY, MODEL NO. T-SUPER, WITH INSULATED ENCLOSURE & 4" CONCRETE PAD	A
MV	RAIN BIRD	1-1/2" MASTER VALVE, MODEL NO. 150-PESB-R, W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	A
FS	TORO	1-1/2" FLOW SENSOR; MODEL NO. TFS-150 W/TORO DECODER, MODEL NO. TW-DAC-FLOW	A
	MATCO-NORCA	1-1/2" BRASS GATE VALVE; MODEL NO. 514T SERIES	B, D
	RAIN BIRD	CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM; W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	D
	WEATHERMATIC	1" QUICK COUPLER, MODEL NO. 7645-QCVLNP, WITH 1" SCH 80 PVC BALL VALVE PER DETAIL	D, E
PB	APPROVED	12" ROUND PULL BOX	G
	APPROVED	4" SCH 40 PVC SLEEVE; NUMBER NOTED ON PLAN.	I
	APPROVED	1-1/2" SCH 40 PVC MAINLINE, PURPLE PIPE	A, B, D, E, H, I
	TORO	1" PE BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	D, F, H, I, J
	APPROVED	#14 U.F. MAXI-WIRE; CONTROLLER WIRE IN GRAY 1" INCH SCH 40 PVC CONDUIT	A, C, D, G, H, I
	TORO	5/8" BROWN DRIP IN <sup>®</sup> PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	J

NOTE: SEE IRRIGATION SCHEDULE ON SHEET ID-2 FOR DRIP EMITTER SCHEDULE. SEE SHEETS ID-1 & ID-2 FOR IRRIGATION DETAILS.



- NOTES:**
- LOCATION OF THE MAINLINES, CONTROLLER WIRE, POC, BALL VALVES, QUICK COUPLERS, VALVES, PULL BOXES, MAINLINES, LATERALS & SLEEVES AS SHOWN ON PLAN IS DIAGRAMMATIC ONLY, UNLESS OTHERWISE NOTED ON THE PLAN. ALL PIPES, CONTROLLER WIRES & EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE AREAS AS PER CITY SPECIFICATION, SECTION #328400 - 'PLANTING IRRIGATION.'
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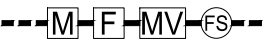










IRRIGATION PLAN - TREES  
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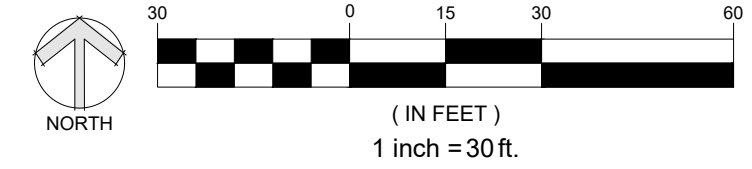
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CHECKED BY: MG

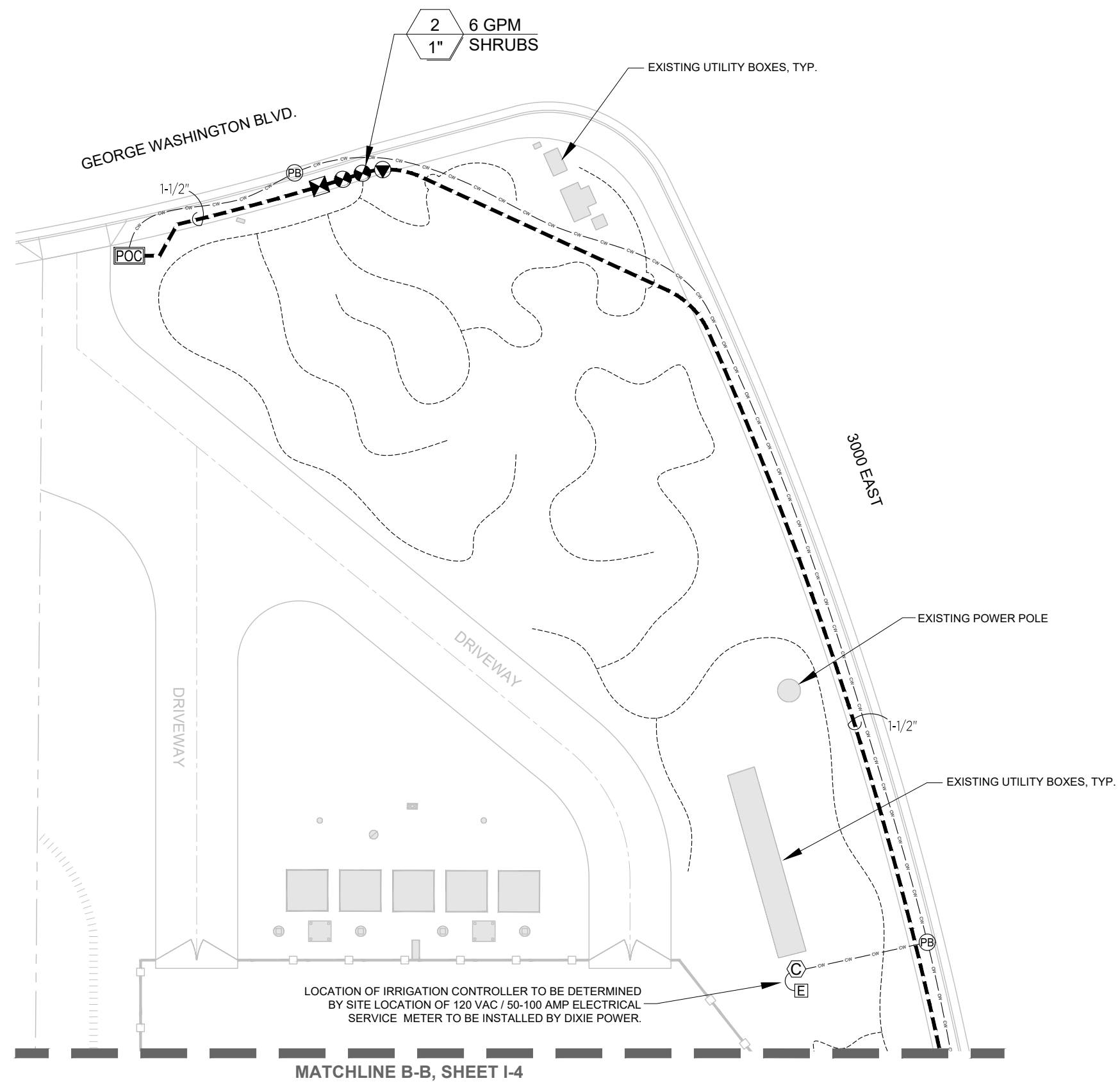
**IRRIGATION LEGEND**

SYMBOL	MAKER	DESCRIPTION	DETAIL
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E	-	120 VAC / 50 -100 AMP ELECTRICAL SERVICE METER, PEDESTAL, & CONNECTION TO IRRIGATION CONTROLLER	-
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M	APPROVED	3/4" IRRIGATION (RECLAIMED WATER) METER ASSEMBLY	A
F	AMIAD	1-1/2" PLASTIC MANUAL FILTER ASSEMBLY, MODEL NO. T-SUPER, WITH INSULATED ENCLOSURE & 4" CONCRETE PAD	A
MV	RAIN BIRD	1-1/2" MASTER VALVE, MODEL NO. 150-PESB-R, W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	A
FS	TORO	1-1/2" FLOW SENSOR; MODEL NO. TFS-150 W/TORO DECODER, MODEL NO. TW-DAC-FLOW	A
	MATCO-NORCA	1-1/2" BRASS GATE VALVE; MODEL NO. 514T SERIES	B, D
	RAIN BIRD	CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM; W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	D
	WEATHERMATIC	1" QUICK COUPLER, MODEL NO. 7645-QCVLNP, WITH 1" SCH 80 PVC BALL VALVE PER DETAIL	D, E
PB	APPROVED	12" ROUND PULL BOX	G
	APPROVED	4" SCH 40 PVC SLEEVE; NUMBER NOTED ON PLAN.	I
	APPROVED	1-1/2" SCH 40 PVC MAINLINE, PURPLE PIPE	A, B, D, E, H, I
	TORO	1" PE BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	D, F, H, I, J
	APPROVED	#14 U.F. MAXI-WIRE; CONTROLLER WIRE IN GRAY 1" INCH SCH 40 PVC CONDUIT	A, C, D, G, H, I
	TORO	5/8" BROWN DRIP IN® PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	J

NOTE: SEE IRRIGATION SCHEDULE ON SHEET ID-2 FOR DRIP EMITTER SCHEDULE.  
SEE SHEETS ID-1 & ID-2 FOR IRRIGATION DETAILS.

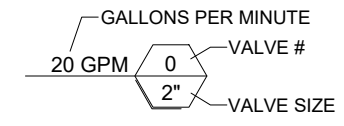


- NOTES:**
1. LOCATION OF THE MAINLINES, CONTROLLER WIRE, POC, BALL VALVES, QUICK COUPLERS, VALVES, PULL BOXES, MAINLINES, LATERALS & SLEEVES AS SHOWN ON PLAN IS DIAGRAMMATIC ONLY, UNLESS OTHERWISE NOTED ON THE PLAN. ALL PIPES, CONTROLLER WIRES & EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE AREAS AS PER CITY SPECIFICATION, SECTION #328400 - 'PLANTING IRRIGATION.'
  2. VALVE BOXES SHALL BE SPACED NO MORE THAN TWENTY-FOUR (24") INCHES MAX. O.C. & PLACED NO MORE THAN 18" INCHES FROM EDGE OF VALVE BOX TO BACK OF CURB, SIDEWALK, OR TRAIL UNLESS OTHERWISE NOTED.
  3. IRRIGATION MAINLINE SHALL BE PLACED NO MORE THAN 18" INCHES FROM THE BACK OF CURB, SIDEWALK, OR TRAIL UNLESS OTHERWISE NOTED/SHOWN ON THE PLAN.
  4. A TRACE WIRE & DETECTABLE WARNING TAPE SHALL BE INSTALLED WITH THE IRRIGATION MAINLINE. THE TRACE WIRE SHALL BE DIRECTLY ATTACHED TO THE MAINLINE. THE DETECTABLE WARNING TAPE SHALL BE BURIED 12" INCHES ABOVE THE MAINLINE. REFER TO THE IRRIGATION DETAILS ON SHEETS LD-1 & LD-2, & SPECIFICATION SECTION #328400 - 'PLANTING IRRIGATION' FOR MORE INFORMATION.
  5. REFER TO SHEETS I-2 FOR SLEEVE QUANTITY.
  6. CONTRACTOR SHALL VERIFY ALL QUANTITIES TO INSURE A WORKING COMPLETE IRRIGATION SYSTEM.



MATCHLINE B-B, SHEET I-4

LOCATION OF IRRIGATION CONTROLLER TO BE DETERMINED BY SITE LOCATION OF 120 VAC / 50-100 AMP ELECTRICAL SERVICE METER TO BE INSTALLED BY DIXIE POWER.



REVISIONS:  
NO. DATE BY DESCRIPTION

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

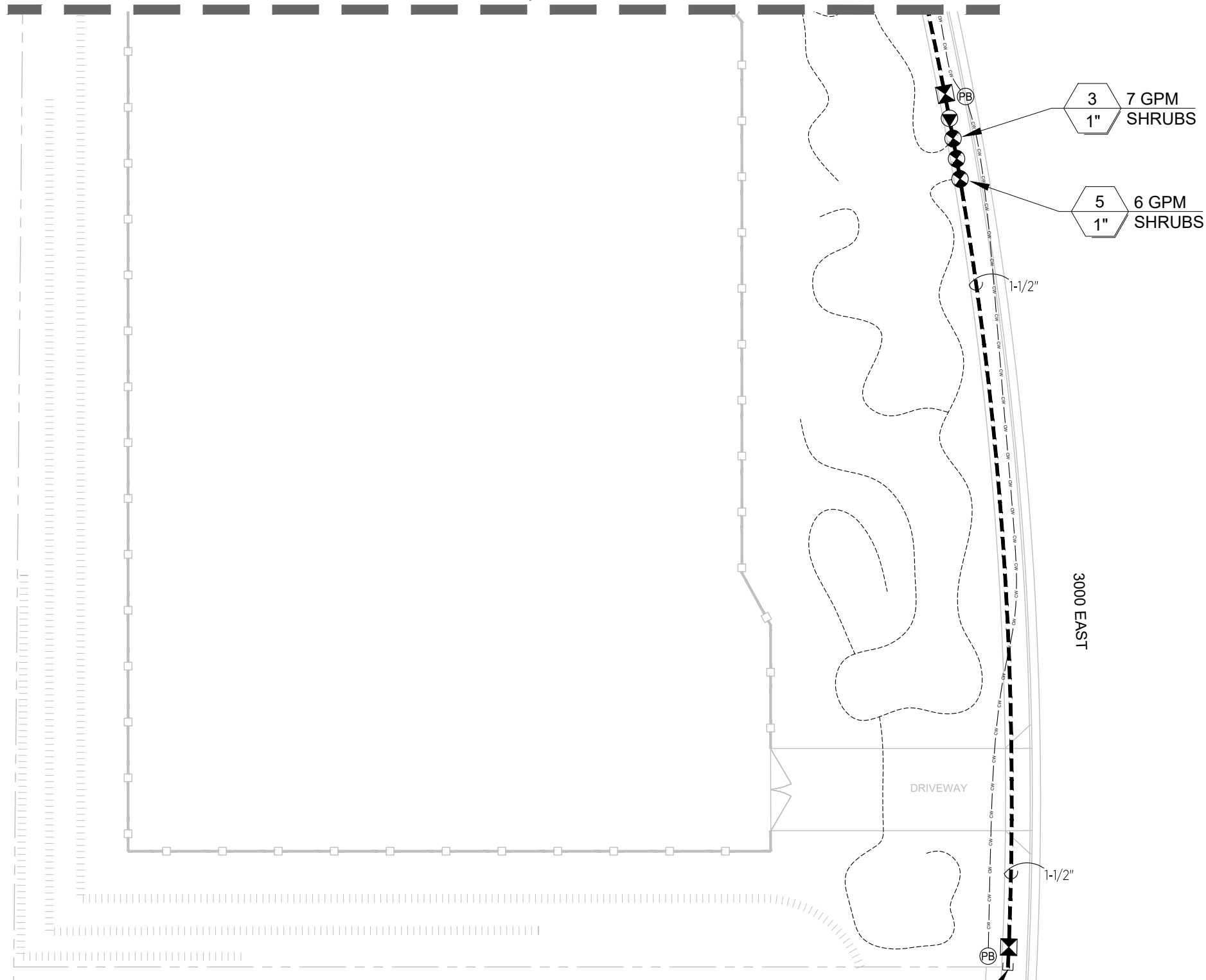


IRRIGATION PLAN - SHRUBS  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790

G:\Shared drives\Park\Planning\City Facilities\Substations\Washington Fields - Dixie Power\1+-CONSTRUCTION ADMIN\CONSTRUCTION DOCUMENTS\CDs\Washington Fields Substation Base Irrigation Plan.dwg

DATE: 10/20/2025  
DRAWN BY: CH  
CHECKED BY: MG

MATCHLINE B-B, SHEET I-3

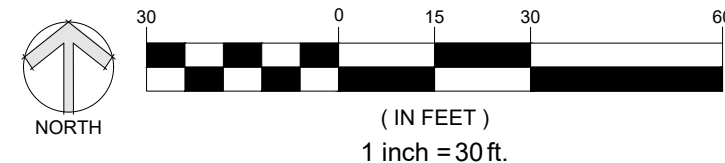


STUB & CAP 24" INCHES OF PVC MAINLINE BEYOND BRASS GATE VALVE FOR FUTURE SYSTEM EXPANSION. INSTALL IRRIGATION CONTROLLER WIRE IN 1" PVC CONDUIT TO THIS LOCATION. TERMINATE THE WIRES IN A 12" INCH ROUND PULL BOX.

**IRRIGATION LEGEND**

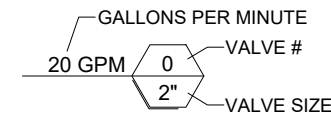
SYMBOL	MAKER	DESCRIPTION	DETAIL
POC	-	POINT OF CONNECTION:	A
E	-	120 VAC / 50 -100 AMP ELECTRICAL SERVICE METER, PEDESTAL, & CONNECTION TO IRRIGATION CONTROLLER	-
C	TORO	TORO TWO-WIRE SENTINEL CONTROLLER, TAN PEDESTAL MOUNT; MODEL NO. DXI-PPED-TW-M8W, INCLUDE TORO MODEL NO. TW-BLA SURGE PROTECTION	C
M	APPROVED	3/4" IRRIGATION (RECLAIMED WATER) METER ASSEMBLY	A
F	AMIAD	1-1/2" PLASTIC MANUAL FILTER ASSEMBLY, MODEL NO. T-SUPER, WITH INSULATED ENCLOSURE & 4" CONCRETE PAD	A
MV	RAIN BIRD	1-1/2" MASTER VALVE, MODEL NO. 150-PESB-R, W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	A
FS	TORO	1-1/2" FLOW SENSOR; MODEL NO. TFS-150 W/TORO DECODER, MODEL NO. TW-DAC-FLOW	A
	MATCO-NORCA	1-1/2" BRASS GATE VALVE; MODEL NO. 514T SERIES	B, D
	RAIN BIRD	CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM; W/ TORO TWO-WIRE DECODER, MODEL NO. TW-D-1	D
	WEATHERMATIC	1" QUICK COUPLER, MODEL NO. 7645-QCVLNP, WITH 1" SCH 80 PVC BALL VALVE PER DETAIL	D, E
PB	APPROVED	12" ROUND PULL BOX	G
	APPROVED	4" SCH 40 PVC SLEEVE; NUMBER NOTED ON PLAN.	I
	APPROVED	1-1/2" SCH 40 PVC MAINLINE, PURPLE PIPE	A, B, D, E, H, I
	TORO	1" PE BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	D, F, H, I, J
	APPROVED	#14 U.F. MAXI-WIRE; CONTROLLER WIRE IN GRAY 1" INCH SCH 40 PVC CONDUIT	A, C, D, G, H, I
	TORO	5/8" BROWN DRIP IN <sup>®</sup> PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	J

NOTE: SEE IRRIGATION SCHEDULE ON SHEET ID-2 FOR DRIP EMITTER SCHEDULE. SEE SHEETS ID-1 & ID-2 FOR IRRIGATION DETAILS.



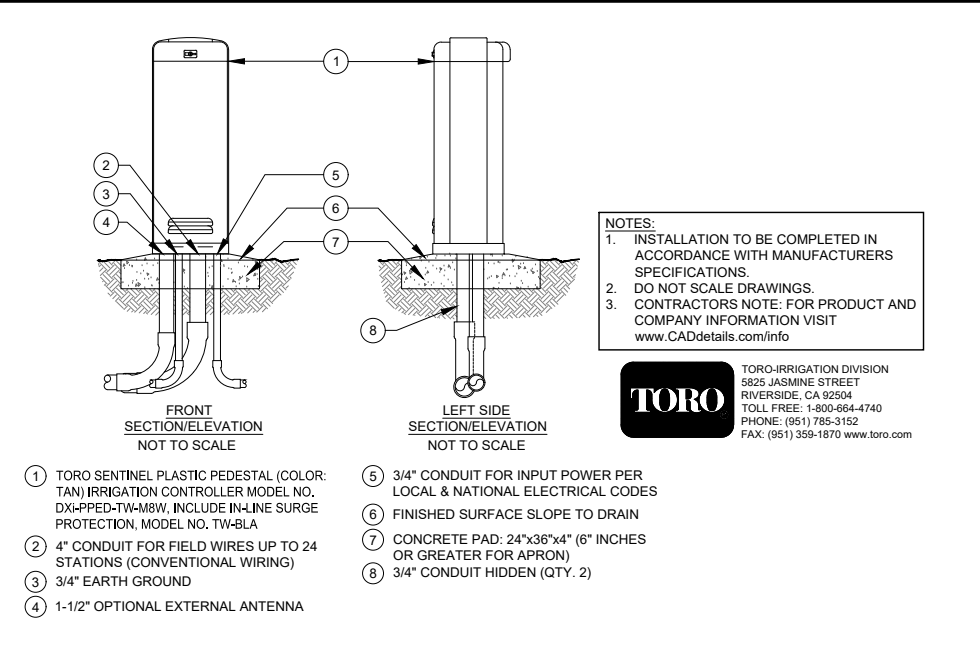
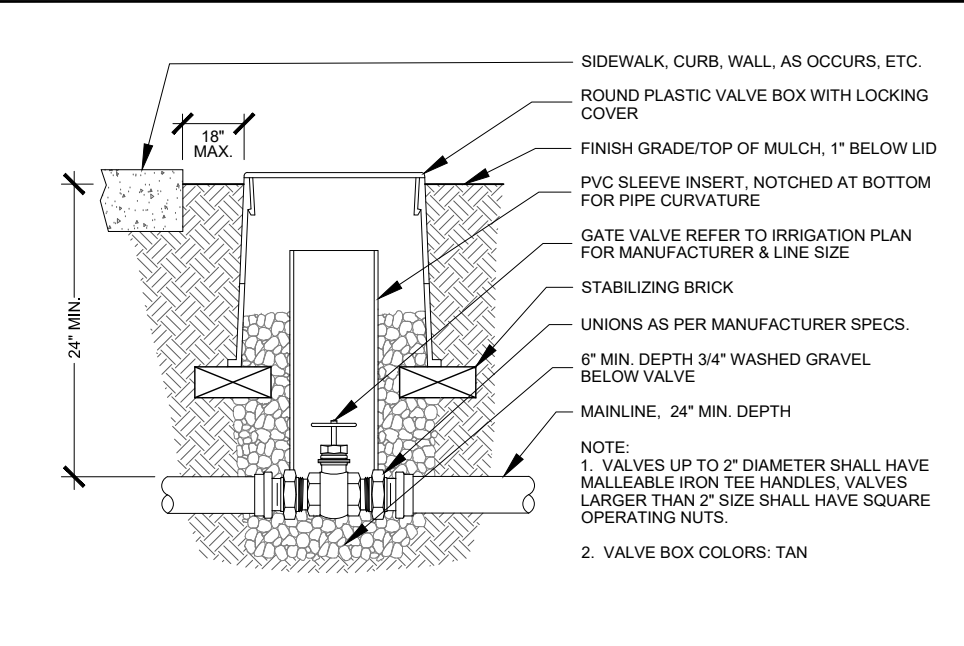
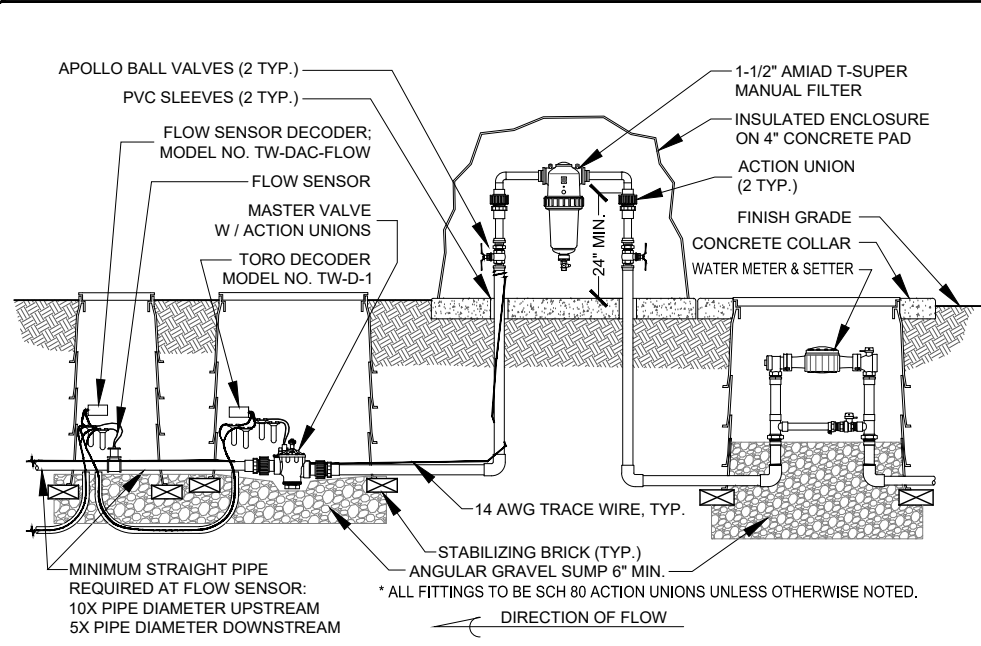
**NOTES:**

1. LOCATION OF THE MAINLINES, CONTROLLER WIRE, POC, BALL VALVES, QUICK COUPLERS, VALVES, PULL BOXES, MAINLINES, LATERALS & SLEEVES AS SHOWN ON PLAN IS DIAGRAMMATIC ONLY, UNLESS OTHERWISE NOTED ON THE PLAN. ALL PIPES, CONTROLLER WIRES & EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE AREAS AS PER CITY SPECIFICATION, SECTION #328400 - 'PLANTING IRRIGATION.'
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5. REFER TO SHEETS I-2 FOR SLEEVE QUANTITY.
6. CONTRACTOR SHALL VERIFY ALL QUANTITIES TO INSURE A WORKING COMPLETE IRRIGATION SYSTEM.



CITY OF ST. GEORGE  
PARK PLANNING DIVISION  
390 NORTH 3050 EAST  
ST. GEORGE, UTAH 84790  
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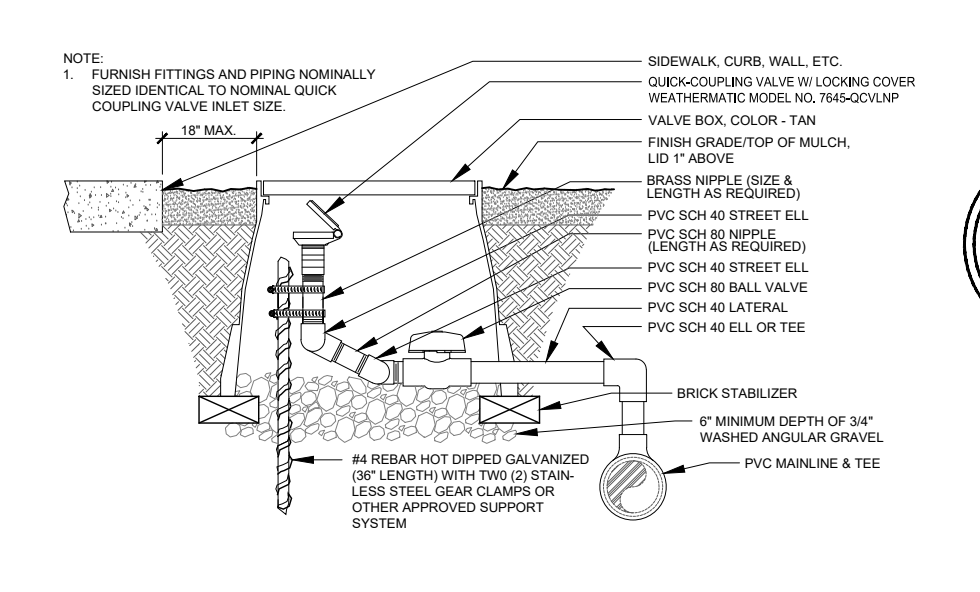
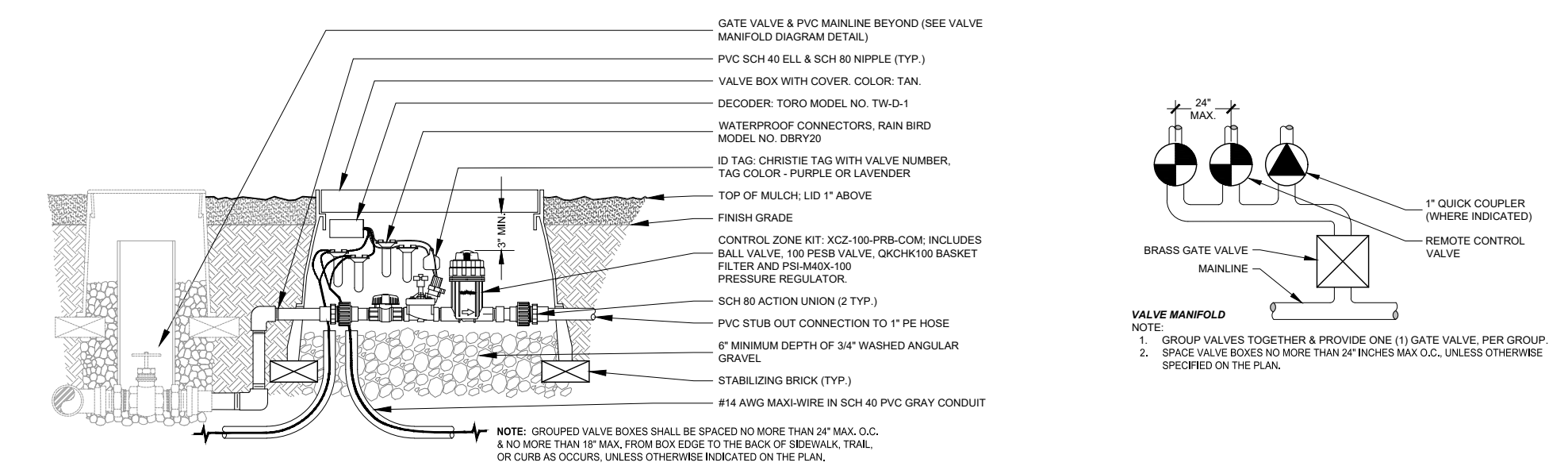
IRRIGATION PLAN - SHRUBS  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790



**A SECONDARY WATER FRONT-END CONNECTION**  
SCALE: NO SCALE

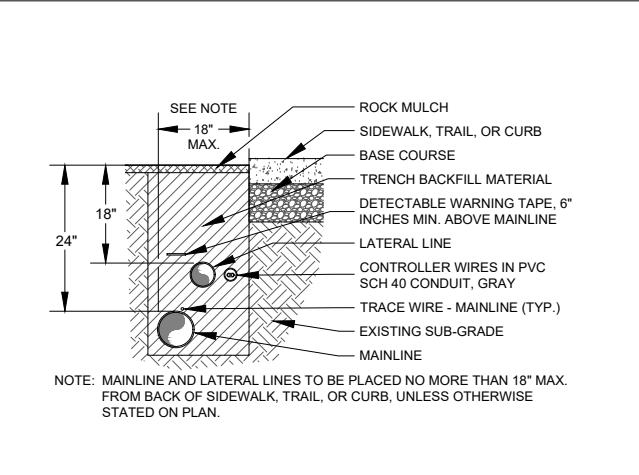
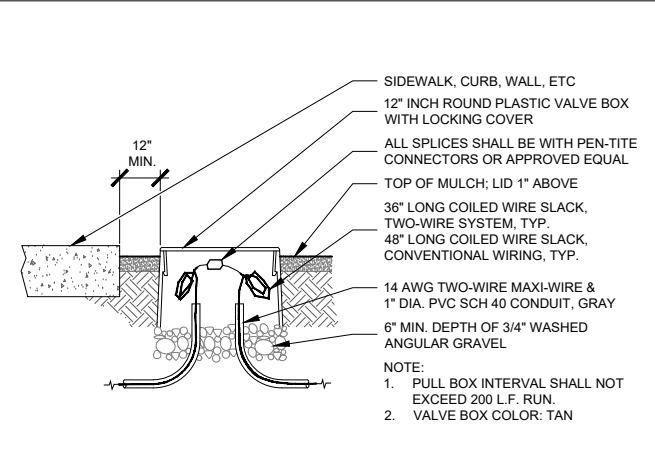
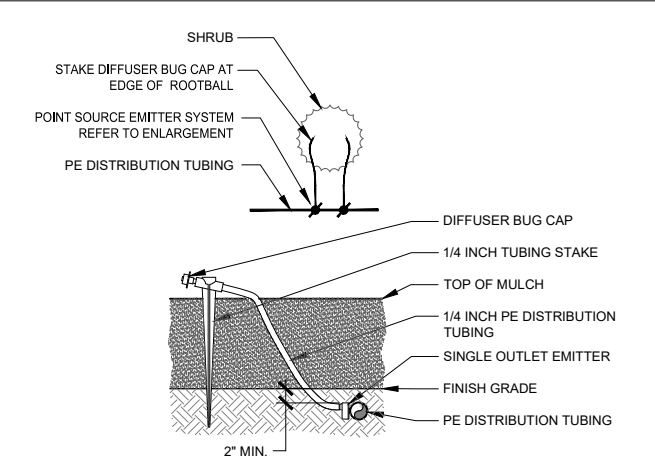
**B BRASS GATE VALVE DETAIL**  
SCALE: NO SCALE

**C TORO SENTINEL CONTROLLER - PEDESTAL MOUNT**  
SCALE: NO SCALE



**D REMOTE CONTROL DRIP VALVE & VALVE MANIFOLD DIAGRAM DETAILS**  
SCALE: NO SCALE

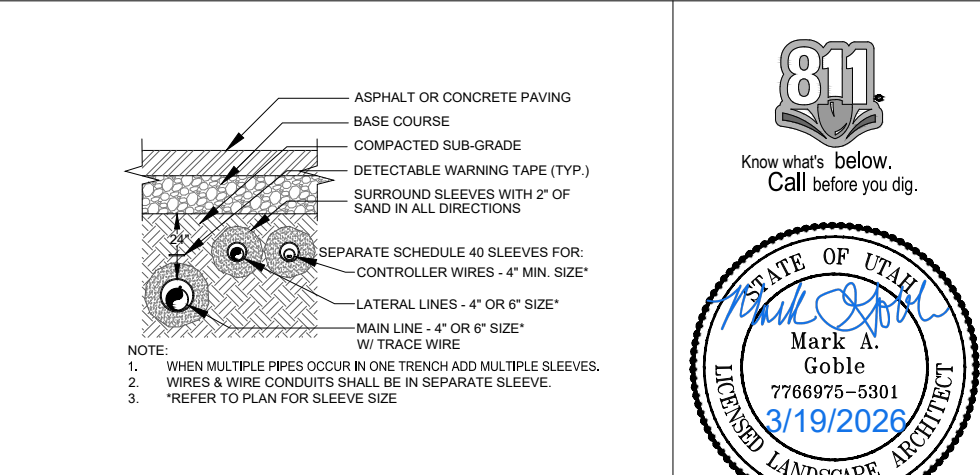
**E QUICK-COUPLER VALVE DETAIL**  
SCALE: NO SCALE



**F SHRUB EMITTER LAYOUT DETAIL**  
SCALE: NO SCALE

**G PULL BOX DETAIL**  
SCALE: NO SCALE

**H IRRIGATION TRENCH SECTION**  
SCALE: NO SCALE



**I IRRIGATION SLEEVE SECTION DETAIL**  
SCALE: NO SCALE

DATE: 10/20/2025  
DRAWN BY: CH  
CHECKED BY: MG

NO.	DATE	DESCRIPTION

CITY OF ST. GEORGE  
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IRRIGATION DETAILS  
DIXIE POWER WASHINGTON FIELDS SUBSTATION  
2992 E. GEORGE WASHINGTON BOULEVARD  
St. George, Utah 84790

Know what's below.  
Call before you dig.

SHEET  
ID-1

G:\Shared drives\ParkPlanning\City Facilities\Substations\Washington Fields Substation Base Irrigation Plan.dwg 10/23/2025 1:44 PM

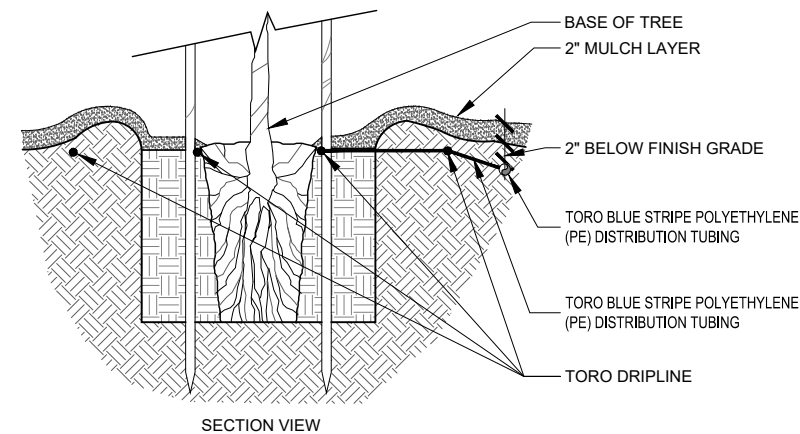
## IRRIGATION SCHEDULE

(ALL QUANTITIES LISTED ARE FOR CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE QUANTITIES.)

ITEM DESCRIPTION	UNIT	QUANTITY
120 VAC / 50-100 AMP ELECTRICAL SERVICE METER, PEDESTAL, & CONNECTION TO IRRIGATION CONTROLLER	EA	1
3/4" IRRIGATION (RECLAIMED WATER) METER ASSEMBLY, WITH METER BOX	EA	1
RAIN BIRD 1-1/2" MASTER VALVE; MODEL NO. 150PESB-R (SECONDARY WATER)	EA	1
TORO 1-1/2" FLOW SENSOR; MODEL NO. TFS-150, WITH TORO TWO-WIRE DECODER MODEL NO. TW-DAC-FLOW	EA	1
AMIAD 1-1/2" MANUAL PLASTIC FILTER ASSEMBLY; MODEL NO. T-SUPER, WITH INSULATED ENCLOSURE	EA	1
TORO TWO-WIRE SENTINEL CONTROLLER, PLASTIC PEDESTAL MOUNT, COLOR: TAN; MODEL NO. DXI-PPED-TW-M8W, INCLUDE TORO MODEL NO. TW-BLA SURGE PROTECTION	EA	1
RAIN BIRD CONTROL ZONE KIT, MODEL NO. XCZ-100-PRB-COM	EA	5
TORO DECODER; MODEL NO. TW-D-1	EA	6
1-1/2" MATCO-NORCA BRASS GATE VALVE, MODEL NO. 514T SERIES	EA	3
1" WEATHERMATIC QUICK COUPLER, MODEL NO. 7645-QCVLNP, WITH 1" SCH 80 PVC BALL VALVE	EA	2
12" INCH ROUND VALVE BOX; COLOR: TAN (PULL BOXES, QUICK-COUPERS, GATE VALVES)	EA	10
1-1/2" SCH 40 PVC MAINLINE, PURPLE PIPE	LF	570
DETECTABLE WARNING TAPE, PURPLE	LF	570
14 AWG SOLID CORE COATED DIRECT BURIAL TRACE WIRE, JACKET COLOR: PURPLE OR LAVENDER	LF	570
4" SCH 40 PVC SLEEVE	LF	90
IRRIGATION CONTROLLER WIRE - 14 U.F. TWO-WIRE BLUE MAXI-WIRE	LF	620
1" SCH 40 GRAY PVC CONDUIT	LF	600
1" TORO BLUE STRIPE HOSE, MODEL NO. T-EHD2667-066	LF	2,380
TORO 5/8" BROWN DRIP IN® PC, MODEL NO. PCB1810-12 WITH 1.0 GPH, 12" EMITTER SPACING	LF	840
RAIN BIRD 1/4" DISTRIBUTION TUBING, MODEL NO. PT-025	LF	2,960
RAIN BIRD 2.0 GPH SINGLE OUTLET EMITTER, MODEL NO. XB-20PC (RED)	EA	414
RAIN BIRD 0.5 GPH SINGLE OUTLET EMITTER, MODEL NO. XB-05PC (BLUE)	EA	430
RAIN BIRD 1/4" TUBING STAKE WITH CAP, MODEL NO. TS-025 W/CAP	EA	844

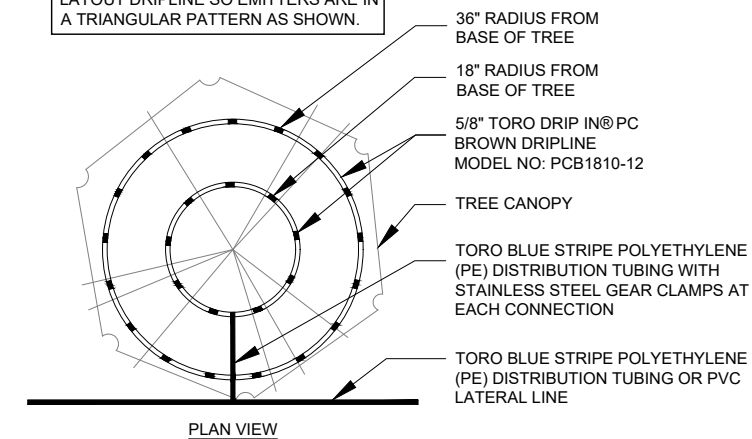
### SINGLE OUTLET EMITTER SCHEDULE

ONE - (1) 2.0 GPH EMITTER PER 1 GAL. SHRUBS/GRASSES  
 TWO - (2) 2.0 GPH EMITTERS PER 5 GAL. SHRUBS/GRASSES  
 THREE - (3) 2.0 GPH EMITTERS PER 15 GAL. SHRUBS  
 TWO - (2) 0.5 GPH EMITTERS PER 5 GAL. SUCCULENTS  
 THREE - (3) 0.5 GPH EMITTERS PER 15 GAL. SUCCULENTS



SECTION VIEW

**NOTES:**  
 LAYOUT DRIPLINE SO EMITTERS ARE IN A TRIANGULAR PATTERN AS SHOWN.



PLAN VIEW

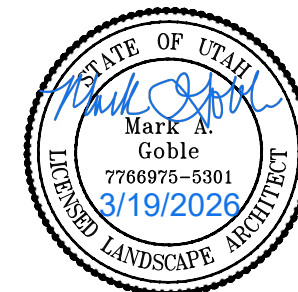
**J TREE EMITTER LAYOUT DETAIL**  
 SCALE: NO SCALE

### IRRIGATION NOTES

1. THESE GENERAL NOTES ARE PROVIDED FOR CONVENIENCE ONLY. REFER TO SPECIFICATIONS, SECTION 328400 - PLANTING IRRIGATION FOR DETAILED INFORMATION.
2. THESE DRAWINGS ARE DIAGRAMMATIC ONLY AND ARE INTENDED TO CONVEY THE IDEA OF FULL COVERAGE OF THE IRRIGATION SYSTEM. PRINTS SHALL NOT BE SCALED. IRRIGATION LINES SHALL BE PLACED IN PLANTERS AND TURF AREAS, RATHER THAN UNDER PAVEMENT, WHERE POSSIBLE. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION LAYOUT OF THE SYSTEM IN ACCORDANCE WITH THE DRAWINGS TO PROPORTIONALLY COVER THE GIVEN AREAS AS SHOWN. THE LAYOUT MAY BE MODIFIED IF NECESSARY TO OBTAIN FULL COVERAGE TO SUIT THE MANUFACTURER'S STANDARD SPECIFIED HEADS. DO NOT DECREASE THE NUMBER OF IRRIGATION HEADS OR EMITTERS INDICATED UNLESS THE LANDSCAPE ARCHITECT IS NOTIFIED IN WRITING AND HAS ACCEPTED. THE SYSTEM SHALL BE TESTED FOR COMPLETE COVERAGE AND ALL NECESSARY AND PROPER ADJUSTMENTS HAVE BEEN MADE TO GET FULL AND PROPER COVERAGE PRIOR TO ACCEPTANCE BY THE OWNER.
3. ALL MAINLINE PIPE SHALL BE NEW SCHEDULE 40 PVC PIPE. ALL MAINLINE FITTINGS SHALL BE SCHEDULE 80 ASTM 2466 OR ASTM 2464 FITTINGS. ALL LATERAL LINE PIPE SHALL BE NEW SCHEDULE 40 PVC PIPE OR 1 INCH TORO T-EHD2667-066 DISTRIBUTION TUBING. FITTINGS ON ALL PVC LATERAL LINES SHALL BE SCHEDULE 40 ASTM 2466 FITTINGS UNLESS OTHERWISE SHOWN ON THE PLANS AND DETAILS.
4. LIVE SERVICE MAINLINES SHALL BE INSTALLED A MINIMUM OF 24" BELOW FINISH GRADE AND SHALL HAVE DETECTABLE WARNING TAPE AND PURPLE JACKETED SOLID CORE TRACE WIRE PLACED IN THE TRENCH WITH THE MAINLINES. BACKFILL THE TRENCH AROUND LIVE SERVICE MAINLINES ACCORDING TO CITY OF ST. GEORGE STANDARDS. LATERAL LINES SHALL BE PLACED A MINIMUM OF 18" BELOW FINISH GRADE.
5. SLEEVES SHALL BE INSTALLED A MINIMUM OF 24" BELOW FINISH GRADE. ALL SLEEVES SHALL HAVE DETECTABLE WARNING TAPE PLACED IN THE TRENCH WITH THE SLEEVES PRIOR TO BACKFILL. BACKFILL THE TRENCH AROUND SLEEVES ACCORDING TO CITY OF ST. GEORGE STANDARDS.
6. ALL MAINLINES SHALL SLOPE TO DRAIN. IF FIELD CONDITIONS NECESSITATE, ADD ADDITIONAL DRAINS. MAINLINE DRAINS SHALL BE INSTALLED FOR COMPLETE DRAINAGE OF THE ENTIRE SYSTEM AND TIED TO ADJACENT STORM DRAIN SYSTEM. NO MAINLINE DRAINAGE SUMPS SHALL OCCUR ON SITE.
7. ALL VALVES SHALL BE LOCATED IN GROUPS AS SHOWN ON DRAWINGS IN LANDSCAPE AREAS. VALVES SHALL BE LOCATED A MINIMUM OF 12" AWAY FROM ANY BUILDING, FENCE, MOW STRIP, SIDEWALK OR CURB.
8. ALL VALVES ARE TO BE WIRED TO CONTROLLERS USING #14 U.F. WIRE AND WATER RESISTANT WIRE CONNECTORS. ALL WIRES SHALL BE INSTALLED IN GRAY PVC CONDUIT AND ALL VALVE WIRES UNDER PAVING SHALL BE INSTALLED IN SCHEDULE 40 PVC SLEEVES BURIED 24" DEEP.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING SITE ITEMS DAMAGED DURING THE COURSE OF CONSTRUCTION WHERE CONSTRUCTION ACTIVITIES HAVE DISTURBED THE SITE INSIDE OR OUTSIDE OF THE CONTRACT LIMITS. ALL AREAS SHALL BE REPAIRED AND RESTORED TO ORIGINAL CONDITION. REPAIRED AREAS SHALL BE CONSTRUCTED TO PROVIDE A SMOOTH TRANSITION IN GRADING AND MATERIALS FROM EXISTING TO NEW CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS OF THE IRRIGATION SYSTEM SHOWING EXACT MEASURED AND DIMENSIONED LOCATIONS OF ALL VALVE BOXES, PULL BOXES, QUICK COUPLERS, CONTROLLERS, SLEEVES AND OTHER ITEMS. TIE DIMENSIONS TO PERMANENT FEATURES SUCH AS STRUCTURES.
11. ALL JOINTS ON IRRIGATION LINES 2" OR LARGER SHALL HAVE MECHANICAL JOINT RESTRAINTS OR DUCTILE IRON FITTINGS INSTALLED AT ALL 90° AND 45° JUNCTIONS, TEES, AND BENDS.
12. ALL WORK AND MATERIALS MUST MEET CITY OF ST. GEORGE STANDARDS.
13. IRRIGATION TO BE INSTALLED BY AN IRRIGATION / LANDSCAPE CONTRACTOR THAT MEETS STATE AND LOCAL LICENSE REQUIREMENTS.



Know what's below.  
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DATE: 10/20/2025
DRAWN BY: CH
CHECKED BY: MG
REVISIONS:
NO. DATE BY DESCRIPTION

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



**IRRIGATION DETAILS, NOTES & SCHEDULE**  
**DIXIE POWER WASHINGTON FIELDS SUBSTATION**  
 2992 E. GEORGE WASHINGTON BOULEVARD  
 St. George, Utah 84790



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 3f

**Subject:**

Consider award of bid to Fuel Tec LLC for the construction of the Fuel Island at the new Suntran Facility

**Item at-a-glance:**

Staff Contact: Carlos Robles

Applicant Name: City of St. George

Reference Number: 26-266

Address/Location:

433 E. Brigham Rd, St George, UT 84790

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

This is to award a bid for construction of a city fuel island at the new Suntran Facility located on Brigham Road. This fuel island would be available for use by all city operations and provide a major benefit to operations and fire stations in the South Block. Staff went out for bids and received 1 bid back. The bid received was from Fuel Tech LLC. Fuel Tech LLC provided three separate quotes with their bid that provided alternate pricing for a steel tank, fiber tank, or a steel tank currently in stock. The overall bid includes : dispensers, fuel master card system, installation of two fuel tanks, one (1) 20K gallon and one ( 1 ) 6K gallon DEF, a concrete pad, and a sunshade over tanks. Staff recommends award to Fuel Tech LLC in the amount of \$844,297.68 that includes the alternate pricing for the steel tank currently in stock.

**Staff Narrative (need/purpose):**

Adding a new fuel island will improve efficiency and reduce costs by providing faster, more convenient fueling for both Suntran buses and city vehicles in the southern part of the city. It will minimize wait times, reduce travel and labor costs, and decrease vehicle wear from unnecessary trips. Overall, this investment will save time and money while supporting reliable fleet operations.

**Name of Legal Dept approver:** Kristopher Pearson

**Budget Impact:**

Cost for the agenda item: 844,297.68

Amount approved in current FY budget for item: 844,297.68

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

NA

Description of funding source:

State grant and County reimbursement

**Recommendation (Include any conditions):**

Staff Recommends Approval

**Attachments**



675 NORTH 1300 EAST  
 ST. GEORGE, UT, 84770  
 PHONE: 435-673-9421  
 office@fueltecllc.com

# QUOTATION

Quote Number: 3006  
 Quote Date: Feb 24, 2026  
 Page: 1

Quoted To:
CITY OF ST. GEORGE 175 EAST 200 NORTH ST GEORGE, UT 84770 USA

175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
1CITSF	3/26/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		USING TANKS WE HAVE		
		QUOTE INCLUDES:		
		- DISPENSERS		
		- FUEL MASTER CARD SYSTEM ( 2 )		
		- TANKS AND TANKS TOP PARTS ( 2 )		
		20K AND ( 1 ) 6K DEF		
		- CANOPY AND ENGINEERING		
		SUBCONTRACTED		
		- CONCRETE PAD OVER TANKS AND		
		UNDER CANOPY WITH FOOTINGS		
		INCLUDED SUBCONTRACTED		
		- EXCAVATION AND PEA GRAVEL		
		BACKFILL SUBCONTRACTED		
		- ELECTRICAL AND POWER PANEL		
		WITH ENGINEERING SUBCONTRACTED		
		ITEM'S NOT INCLUDED IN QUOTE:		
		- ASPHALT AND LOT PREP		
		- ANY BUILDINGS THAT ARE REQUIRED		
		FOR POWER SERVICE AND		
		ELECTRICAL PANEL, INTERNET		
3.00	1INVEN	WAYNE DUAL PRODUCT DUAL	9,913.50	29,740.50

Buyer agrees to buy from Seller the merchandise and/or services described above, and to pay them under the terms set forth. Terms: NET 30 unless otherwise noted. A finance charge will be applied to all past due accounts at a rate of 2% per month which is an annual percentage rate of 24%. Customer agrees to pay all collection costs and a reasonable attorney's fee until balance is paid in full.

Signature/Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



675 NORTH 1300 EAST  
 ST. GEORGE, UT, 84770  
 PHONE: 435-673-9421  
 office@fueltecllc.com

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175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
1CITSF	3/26/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
3.00	1UTFREIGHT	DISPENSER 3/G7203D		
		FREIGHT	225.00	675.00
1.00	1INVEN	WAYNE SINGLE PRODUCT DUAL	13,756.00	13,756.00
		COMMERCIAL HI SPEED DISPENSER		
		3/G7227D TWIN I		
1.00	1UTFREIGHT	FREIGHT	225.00	225.00
1.00	1INVEN	WAYNE DEF DISPENSER	12,350.00	12,350.00
1.00	1UTFREIGHT	FREIGHT	225.00	225.00
2.00	1INVEN	20,000 GAL DOUBLE WALL TANK WITH	76,505.36	153,010.72
		DEAD MEN		
1.00	1UTFREIGHT	FREIGHT	6,506.36	6,506.36
1.00	1INVEN	6,000GAL DEF TANK WITH DEAD MEN	51,652.95	51,652.95
1.00	1UTFREIGHT	FREIGHT	8,107.52	8,107.52
1.00	1INVEN	TANK MONITOR WITH PROBES AND	30,000.00	30,000.00
		SENSORS		
1.00	1SUBLET	FUEL MASTER ISLAND CONTROLLERS	24,780.00	24,780.00
		(2)		
1.00	1SUBLET	50' X 54' CANOPY 4 COLUMMNS WITH	84,000.00	84,000.00
		36" FASCIA		
12.00	1INVEN	CANOPY LIGHT LED	325.00	3,900.00
1.00	1SUBLET	12" CONCRETE PAD WITH 12" REBAR	78,600.00	78,600.00
		AND 4 CANOPY COLUMNS		
1.00	1SUBLET	12" CONCRETE PAD WITH 12" REBAR	32,000.00	32,000.00
		OVER TANKS		
6.00	1MISCPART	3' X 4.5' ISLANDS	385.54	2,313.24
3.00	1OPW-233-4422	2" X 2" EXTRACTOR FITTING	222.20	666.60

Buyer agrees to buy from Seller the merchandise and/or services described above, and to pay them under the terms set forth. Terms: NET 30 unless otherwise noted. A finance charge will be applied to all past due accounts at a rate of 2% per month which is an annual percentage rate of 24%. Customer agrees to pay all collection costs and a reasonable attorney's fee until balance is paid in full.

Signature/Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



675 NORTH 1300 EAST  
 ST. GEORGE, UT, 84770  
 PHONE: 435-673-9421  
 office@fueltecllc.com

# QUOTATION

Quote Number: 3006  
 Quote Date: Feb 24, 2026  
 Page: 3

**Quoted To:**  
 CITY OF ST. GEORGE  
 175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
1CITSF	3/26/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
12.00	1UPP-001-063-019VE	2" VENT PIPE	287.20	3,446.40
6.00	1UPP-91-063 NPT-U	2" UPP X 2" NPT MALE FITTING	113.60	681.60
15.00	1UPP-02-063-L-U	LONG PRIMARY COUPLER	51.20	768.00
63.00	1INVEN	BLACK PIPE 2"	6.29	396.27
2.00	1OPW-23-0033	2" ALUMINUM TANK VENT	40.22	80.44
1.00	1OPW-623V-2203	2" THREADED P/V VENT TOP	218.27	218.27
50.00	1OPW-C10A-250	250' X 1" DOUBLE WALL	29.22	1,461.00
500.00	1OPW-C15A-250	1 1/2" DOUBLE WALL PIPE 500' ROLL PISCES II	38.15	19,075.00
500.00	1OPW-AXP40-100	4" DOUBLE WALL ACCESS PIPE	7.70	3,850.00
16.00	1OPW-DPC-2150A	SWIVEL PIPE COUPLING	194.26	3,108.16
5.00	1OPW-STF-1515	1 1/2" TEE JUNCTION	102.14	510.70
3.00	1OPW-21BV-0150	1.5" FULL PORT TWO WAY BALL VALVE	95.30	285.90
2.00	1OPW-SEF-1515	1 1/2" ELBOW END CONNECTOR	95.51	191.02
2.00	1OPW-SMA-1520	1 1/2" MALE REDUCING ADAPTER	95.51	191.02
16.00	1OPW-HEF-4015	1.5" HYBRID FITTING	185.08	2,961.28
2.00	1INVEN	1" HYBRID ENTRY BOOT HEF-0751	95.40	190.80
2.00	1INVEN	OPW SPC-0100 MALE PIPE FITTINGS	154.20	308.40
1.00	1INVEN	DEF PUMP AND FITTINGS	1,429.05	1,429.05
1.00	1OPW-19DEF-0500SS	DEF NOZZLE - NPT THREAD	195.96	195.96
1.00	1INVEN	3/4" STAINLESS SWIVEL DEF	179.69	179.69
3.00	IFT-GAS HOSE ASSY	GAS HOSE ASSEMBLY	172.00	516.00
5.00	IFT-1" X 9' DIESEL	1" X 9' DIESEL HOSE ASSEMBLY	302.68	1,513.40
5.00	1INVEN	OPW DISP CONTAINMENT DS-1928	984.83	4,924.15
7.00	1OPW-10BF-5725	1.5" EMERGENCY SHUT OFF VALVE	172.69	1,208.83
7.00	1OPW-SBK-1600	STABELIZER BAR KIT	100.14	700.98

Buyer agrees to buy from Seller the merchandise and/or services described above, and to pay them under the terms set forth. Terms: NET 30 unless otherwise noted. A finance charge will be applied to all past due accounts at a rate of 2% per month which is an annual percentage rate of 24%. Customer agrees to pay all collection costs and a reasonable attorney's fee until balance is paid in full.  
 Signature/Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



675 NORTH 1300 EAST  
 ST. GEORGE, UT, 84770  
 PHONE: 435-673-9421  
 office@fueltecllc.com

# QUOTATION

Quote Number: 3006  
 Quote Date: Feb 24, 2026  
 Page: 4

Quoted To:
CITY OF ST. GEORGE 175 EAST 200 NORTH ST GEORGE, UT 84770 USA

175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
1CITSF	3/26/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	1OPW-SBK-1200J	STABILIZER BAR KIT	91.19	91.19
2.00	1INVEN	OPW 18" X 1" STAINLESS STEEL FLEX CONNECTOR	208.19	416.38
7.00	1OPW-FC15-SWM18	1.5" X 18" MALE SWIVEL FLEX CONNECTOR	358.54	2,509.78
1.00	1MISCPART	MISC STAINLESS FITTINGS	350.00	350.00
2.00	1FEP-402725918	STPMVS2-VL2-12 2HP VARIABLE SPEED WITH 12" RISER	2,519.20	5,038.40
3.00	1FEP-5800300100	HOOK ISOLATION BOX	503.20	1,509.60
2.00	1FEP-5874202800	MAG VFC CONTROLLER	1,408.00	2,816.00
4.00	1OPW-1C-2200P	2200 SPILL BUCKET	861.90	3,447.60
1.00	1INVEN	1SC-2100-PEVR DEF SPILL BUCKET	1,429.05	1,429.05
10.00	1INVEN	4" RIZER	150.00	1,500.00
3.00	1INVEN	4" NIPPLE	34.50	103.50
2.00	1OPW-634TT-7085-EVR	TOP SEAL FUEL CAP	61.07	122.14
1.00	1OPW-1711T-7085-EVR	VAPOR RECOVERY 4" ORANGE CAP	65.30	65.30
1.00	1OPW-633T-8076	4" BRONZE TOP-SEAL FILL ADAPTER BRONZE	93.34	93.34
1.00	1OPW-633TC-8090	4" ALUMINUM V/R ADAPTER	105.26	105.26
2.00	1OPW-61T-7268	4" X 12' DROP TUBE	182.35	364.70
2.00	1OPW-104A-1219	12" MANHOLE	195.06	390.12
2.00	1OPW-104A-1819	18" MANHOLE W/18" SKIRT	384.13	768.26
3.00	IFEP-14U-4210	42" FLEXING COMPOSITE MANHOLE	785.60	2,356.80
8.00	1FT-DISP INLET	DISPENSER INLET HARDWARE	39.84	318.72
5.00	1FT-DISP MOUNT	DISPENSER MOUNTING HARDWARE	112.63	563.15
1.00	1INVEN	ANCHORS FOR DEF DISPENSER	21.57	21.57

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 Signature/Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	Continued
Sales Tax	Continued
<b>TOTAL</b>	<b>Continued</b>



675 NORTH 1300 EAST  
 ST. GEORGE, UT, 84770  
 PHONE: 435-673-9421  
 office@fueltecllc.com

# QUOTATION

Quote Number: 3006  
 Quote Date: Feb 24, 2026  
 Page: 5

Quoted To:
CITY OF ST. GEORGE 175 EAST 200 NORTH ST GEORGE, UT 84770 USA

175 EAST 200 NORTH  
 ST GEORGE, UT 84770  
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
1CITSF	3/26/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
400.00	1INVEN	.75" IMC CONDUIT	2.11	844.00
4,000.00	1INVEN	.75" PVC CONDUIT	1.31	5,240.00
11.00	1OPW-EBF-0751	ELEC. ENTRY BOOT--FLEXWORKS	72.11	793.21
2.00	1TEST	LINE & LEAK TEST	175.00	350.00
2.00	1VAP-99LD-2000	VAPORLESS LEAK DETECTOR WITH CHECK VALVE	439.20	878.40
2.00	1TEST	TANK TESTS	3,220.00	6,440.00
4.00	1TEST	SPILL CONTAINMENT TESTS	50.00	200.00
8.00	1TEST	CONTAINMENT TEST	50.00	400.00
1,000.00	1INVEN	BELDEN CABLE	1.13	1,130.00
9,000.00	1INVEN	WIRE	0.36	3,240.00
200.00	1UTLABOR	ON SITE LABOR & TRAVEL TIME	290.00	58,000.00
1.00	1MISCPART	MISC ELECTRICAL	75,000.00	75,000.00
1.00	1SUBLET	EXCAVATION AND PEA GRAVEL BACKFILL	74,000.00	74,000.00
1.00	1PERMIT	PERMITS AND ENGINEERING	12,500.00	12,500.00

Buyer agrees to buy from Seller the merchandise and/or services described above, and to pay them under the terms set forth. Terms: NET 30 unless otherwise noted. A finance charge will be applied to all past due accounts at a rate of 2% per month which is an annual percentage rate of 24%. Customer agrees to pay all collection costs and a reasonable attorney's fee until balance is paid in full.  
 Signature/Title \_\_\_\_\_  
 Date \_\_\_\_\_

Subtotal	844,297.68
Sales Tax	
<b>TOTAL</b>	<b>844,297.68</b>

# Summary of Quotes Submitted

## Overview

Three quotes have been submitted for consideration. Below is a summary of each quote, highlighting the key differences among them.

### Quote 2614: Xerxes Tanks (Order Required)

This quote is for the purchase of Xerxes tanks that need to be ordered. The estimated lead time for delivery is approximately 11 months. The tanks included in this quote are one 20,000-gallon tank and one split tank with capacities of 15,000 and 5,000 gallons.

### Quote 3006: Xerxes Tanks (In Stock)

This quote covers tanks that are currently available in stock, which means they can be obtained immediately. The tanks provided in this quote include two 20,000-gallon tanks and one 6,000-gallon tank, all of which are Xerxes fiberglass tanks. Pricing for these tanks is confirmed and known at this time.

### Quote 3009: Fiberglass Coated Steel Tanks

Quote 3009 offers fiberglass-coated steel tanks, featuring epoxy-coated interiors. The tanks in this quote are a 20,000-gallon tank, a 15,000-gallon tank, and a 6,000-gallon stainless steel DEF tank. The expected lead time for these tanks is about 10 months.

## Key Differences and Considerations

All of the tank options are suitable for the intended use. The primary distinction lies with Quote 3006, as these tanks are in stock and can be secured immediately with confirmed pricing. For the other two options, while pricing is expected to be favorable, the manufacturers are unable to guarantee costs due to the extended lead times required for production and delivery.



## **Request for Proposals for: 26-266 SUNTRAN FUEL ISLAND**

**RFP Issued: February 17, 2026**

**Questions Due: February 23, 2026, 2:00 pm**

**Mandatory Pre-Bid Meeting: February 19, 2026 10:00am**

**Location: 433 E. Brigham Rd, St George, UT 84790**

**Proposal Submission Deadline: February 26, 2026, 2:00 pm.**

### **PROJECT OVERVIEW**

The City of St. George is requesting proposals for the design, supply, installation, and commissioning of a complete fuel island system at the Suntran facility. This project encompasses the construction of a new fueling station designed to support the City of St. George's fleet operations. The selected contractor shall provide all equipment, materials, labor, permits, testing, and documentation necessary for a fully operational fuel dispensing facility.

### **GENERAL REQUIREMENTS**

The contractor shall be responsible for coordinating all aspects of the fuel island installation, including but not limited to equipment procurement, site preparation, installation, system integration, testing, and training. All work shall comply with applicable federal, state, and local regulations, including EPA requirements, Utah Department of Environmental Quality standards, and City of St. George building codes.

The contractor shall provide:

1. Complete engineering and design services including sealed drawings
2. All necessary permits and regulatory approvals
3. Project management and coordination services
4. Equipment warranties and maintenance documentation
5. Comprehensive training for City of St. George personnel
6. As-built drawings and operation manuals

### **FUEL STORAGE TANKS**

The contractor shall furnish and install three (3) underground storage tanks meeting current double-wall construction standards with integrated monitoring systems:

Tank specifications shall include:

- One (1) 20,000-gallon tank for unleaded gasoline
- One (1) 15,000-gallon tank for diesel fuel
- One (1) 5,000-gallon tank for Diesel Exhaust Fluid (DEF)



All tanks must incorporate:

- UL 58 or UL 1746 certification
- Corrosion-resistant coating systems
- Overfill prevention devices
- Spill containment equipment
- Electronic tank monitoring systems with leak detection
- Compatible product piping and fittings
- Emergency shut off valves
- Tank anchoring systems as required by soil conditions

### **FUEL DISPENSING EQUIPMENT**

The contractor shall supply and install five (5) commercial-grade fuel dispensers configured to accommodate the City of St. George fleet requirements. Dispensers shall be arranged to optimize traffic flow and minimize vehicle queuing times while maintaining adequate spacing within the 54-foot by 54-foot canopy coverage area.

Dispenser requirements include:

- Multi-product capability for unleaded and diesel fueling
- DEF dispensing capability integrated or standalone as appropriate
- Electronic totalizers and transaction recording
- Automatic temperature compensation
- Breakaway hoses with swivel connections
- Impact protection bollards or barriers
- Emergency stop buttons at each dispenser location
- Compatibility with Fuel Master card reader system

### **FUEL MASTER CARD SYSTEM**

The contractor shall provide a complete Fuel Master automated fuel management system designed for 24/7 unattended operation. The system shall enable secure access control, transaction tracking, and comprehensive reporting capabilities for the City of St. George fleet operations.

System components shall include:

- Card reader terminals at each dispenser
- Central control unit with data storage capabilities
- Network connectivity for real-time transaction processing
- User authentication via PIN or card access
- Vehicle and driver identification tracking
- Fuel type restrictions by vehicle
- Transaction limits and authorization controls

- Automated reporting for fuel consumption, vehicle usage, and inventory management
- Remote monitoring and diagnostic capabilities
- Integration capabilities with existing fleet management systems

### **CANOPY STRUCTURE**

The contractor shall design, fabricate, and install a pre-engineered canopy structure measuring 54 feet by 54 feet, providing complete weather protection for the fueling area. The canopy dimensions shall adequately cover all five (5) dispensers with appropriate clearance for the City' largest fleet vehicles including buses, trucks, and service vehicles. The 2,916 square foot coverage area shall be oriented to optimize traffic flow patterns and provide maximum operational efficiency.

Canopy specifications include:

- Structural steel frame with appropriate wind and snow load ratings for St. George, UT
- Column placement designed to maximize the 54-foot by 54-foot coverage area without impeding vehicle movement
- Minimum clearance height of 16 feet to accommodate all fleet vehicles
- Metal deck roofing system with proper drainage designed for the 54-foot span
- Integrated lighting systems providing minimum 30 foot-candles at dispensing areas throughout the entire canopy footprint
- Electrical raceways for dispenser power and control wiring strategically placed within the canopy structure
- Fire suppression system if required by code, sized for the 2,916 square foot area
- Signage mounting provisions on canopy fascia
- Powder coat or similar durable finish system
- Gutters and downspouts as necessary for proper water management

### **SITE CIVIL WORK**

The contractor shall perform all necessary site work including excavation, tank installation, and concrete construction. Work shall be coordinated to minimize disruption to existing City of St. George operations.

Excavation and backfill requirements:

- Excavation for tank installation per manufacturer specifications
- Pea gravel backfill around tanks for corrosion protection
- Proper compaction of all backfill materials
- Soil testing and disposal as required by environmental regulations
- Temporary shoring and safety systems
- Surface restoration to match existing grades

Concrete work shall include:

- Reinforced concrete pad covering entire tank area
- Concrete pad extending under the full 54-foot by 54-foot canopy footprint, totaling approximately 2,916 square feet
- Canopy foundation footings designed for local soil conditions and sized appropriately for the 54-foot by 54-foot structure
- Reinforcement design to support canopy loads and vehicle traffic
- Dispenser islands with appropriate protection
- ADA-compliant access routes where applicable
- Control joints and expansion joints as required for the large concrete area
- Proper slope for drainage away from dispensers while maintaining level fueling positions

### **ELECTRICAL AND CONTROL SYSTEMS**

The contractor shall provide complete electrical installation including new power panel, distribution, and control wiring for all fuel island equipment. All electrical work shall comply with current National Electrical Code requirements and local amendments.

Electrical scope includes:

- Dedicated power panel for fuel island operations sized for all equipment loads
- Power distribution to all five (5) dispensers
- Control wiring for Fuel Master system
- Canopy lighting circuits and fixtures adequate for the 54-foot by 54-foot area
- Emergency shutdown system wiring accessible from multiple locations
- Ground fault protection as required
- Explosion-proof fixtures and fittings in classified areas
- Lightning protection and grounding systems appropriate for the canopy size
- Conduit and wire for all power and control circuits
- Integration with existing facility power infrastructure
- Photocell control for automatic lighting operation

### **TESTING AND COMMISSIONING**

Upon completion of installation, the contractor shall perform comprehensive testing of all systems to verify proper operation and regulatory compliance. Testing shall include but not be limited to:

- Tank tightness testing
- Line tightness testing
- Dispenser calibration and flow rate verification
- Fuel Master system functionality testing
- Electrical system testing and commissioning
- Emergency shutdown system verification

- Leak detection system commissioning
- Canopy structural inspection and certification

## **TRAINING AND DOCUMENTATION**

The contractor shall provide operational training for designated City of St. George, UT personnel covering:

- System operation procedures
- Fuel Master administrative functions
- Basic troubleshooting and maintenance
- Emergency response procedures
- Regulatory compliance requirements

Documentation deliverables shall include:

- Operation and maintenance manuals
- As-built drawings in electronic and hard copy format including detailed canopy dimensions
- Warranty documentation
- Spare parts lists and supplier information
- Regulatory compliance certificates
- Training materials and quick reference guides
- Structural calculations and certifications for the 54-foot by 54-foot canopy

## **Submission Requirements**

Firms must submit proposal via: <https://sgcity-utah.bonfirehub.com/>

Mailed or emailed proposals will not be accepted.

Proposals should include the following:

- **Firm Information:**
- **Primary contact details for this proposal.**
- **Fee Proposal:** Provide a detailed fee structure, including hourly rates or percentage-based fees, or a line-item cost spreadsheet.
- **Legal and Insurance Requirements:** Confirm local licensing compliance.  
Provide proof of professional liability insurance
- **Project Understanding and Approach:**
  1. Describe your experience installing underground storage tanks in soil conditions similar to those found in St. George, including any specific anchoring systems or buoyancy prevention measures you have implemented for 20,000-gallon, 15,000-gallon, and 5,000-gallon capacity tanks.

2. What specific Fuel Master card system model and configuration do you propose for this installation, and how will it integrate with the City of St. George's existing fleet management software to provide real-time transaction data, vehicle tracking, and fuel consumption reporting?
3. What is your approach to coordinating the installation of three different fuel types (unleaded gasoline, diesel, and DEF), including specific measures to prevent cross-contamination, product piping layout, and color-coding systems for City of St. George personnel safety?
4. Describe your experience working with the Utah Department of Environmental Quality for tank installation permits and compliance, including specific projects where you have successfully obtained approvals for multi-tank commercial fueling facilities.
5. What electronic tank monitoring and leak detection system do you propose for continuous monitoring of all three tanks, and how will this system integrate with the Fuel Master control unit to provide comprehensive inventory management for City of St. George operations?
6. Detail your proposed construction sequencing plan to minimize disruption to the City of St. George's Suntran facility construction, including specific phases for excavation, tank installation, concrete work, and system commissioning.
7. What emergency shutdown system configuration do you propose with multiple activation points, and how will it integrate with the dispensers, tank systems, and Fuel Master controls to ensure safe operation for City of St. George personnel?
8. Describe your quality control procedures during the concrete installation phase, specifically addressing how you will ensure proper reinforcement, thickness, and surface slopes across the entire 2,916 square foot area under the canopy while maintaining level fueling positions.
9. What experience do you have installing commercial fuel islands for municipal transit operations, specifically, and provide references for similar Suntran-type facilities where you have installed both unleaded and diesel dispensing with DEF capabilities?
10. Provide your detailed project schedule showing critical milestones from contract award through final commissioning, including specific durations for permit acquisition, equipment procurement lead times, and each construction phase for the City of St. George's planning purposes.

**Evaluation Criteria:**

**1. PRICE (35 POINTS)**

Total project cost, including all equipment, materials, labor, permits, and commissioning. Evaluation will include the five dispensers, the Fuel Master card system, three underground storage tanks (20,000 gallons unleaded, 15,000 gallons diesel, 5,000 gallons DEF), canopy structure, concrete work, excavation, electrical systems, and all associated engineering services. Points will be awarded based on the lowest responsive bid receiving maximum points, with other proposals scored proportionally. Life-cycle costs, including warranty coverage periods, maintenance requirements, and the energy efficiency of the proposed equipment, will be considered secondary pricing factors.

**2. TECHNICAL APPROACH AND SYSTEM DESIGN (25 POINTS)**

Demonstrated ability to deliver a fully integrated fuel island system meeting all specified requirements. Evaluation will assess the technical merit of proposed tank monitoring systems, leak detection capabilities, dispenser configurations for optimal traffic flow, Fuel Master system functionality, including real-time transaction processing and fleet management integration capabilities, canopy structural design appropriate for St. George, UT weather conditions, and electrical system design, including explosion-proof components and emergency shutdown systems. The quality of engineering drawings, specifications, and design calculations will be evaluated, along with evidence of compliance with EPA requirements, Utah Department of Environmental Quality standards, and the City of St. George building codes.

**3. EXPERIENCE AND PAST PERFORMANCE (20 POINTS)**

Contractor's demonstrated experience in designing and installing commercial fuel island systems of similar scope and complexity. The evaluation will consider the number of completed municipal or fleet fueling facilities within the past five years, specific experience with Fuel Master card systems and integration, successful installation of multi-product dispensing systems with DEF capability, and experience working with Utah regulatory agencies for environmental compliance. References from previous municipal clients will be evaluated for project completion within budget and schedule, quality of workmanship, responsiveness to issues, and overall client satisfaction. Experience with turnkey projects, including site civil work, electrical systems, and canopy structures, will be weighted heavily.

**4. PROJECT MANAGEMENT AND SCHEDULE (10 POINTS)**

Comprehensive project management plan demonstrating the ability to complete the fuel island installation with minimal disruption to the City of St. George operations. The evaluation will focus on the proposed project timeline, including specific milestones for permit acquisition, equipment procurement, tank installation, system commissioning, and training delivery. The contractor's approach to coordinating multiple subcontractors, managing site safety during excavation and construction, quality control procedures, and

contingency planning for potential delays will be assessed. The proposed staffing plan, including key personnel qualifications, project manager experience, and availability of certified technicians for specialized equipment installation, will be evaluated.

5. **WARRANTY AND SERVICE SUPPORT (5 POINTS)**

Comprehensiveness of warranty coverage and post-installation support services. Evaluation will consider the length and terms of warranties for tanks, dispensers, Fuel Master system components, canopy structure, and electrical systems. Availability of local or regional service technicians for warranty work and emergency repairs, response time commitments for service calls, availability of replacement parts, and proposed preventive maintenance programs will be assessed. Additional consideration will be given for extended warranty options and service agreements beyond standard manufacturer warranties.

6. **TRAINING AND DOCUMENTATION (5 POINTS)**

Quality and completeness of the proposed training program and documentation package for City of St. George personnel. Evaluation will assess the training curriculum for system operations, Fuel Master administrative functions, maintenance procedures, and emergency response protocols. The format and delivery method of training, including hands-on instruction, the number of personnel to be trained, and the provision of training materials, will be considered. Documentation evaluation will focus on the completeness of the operation and maintenance manuals, the quality and format of as-built drawings, the availability of troubleshooting guides, and the provision of spare parts lists with supplier information.



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 04

**Subject:**

Public hearing and consideration of Resolution No. 2026-006R to review and approve amendments to the Fiscal Year 2025-26 Budget.

**Item at-a-glance:**

Staff Contact: Jared Edwards

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 S. Main

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

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

**Staff Narrative (need/purpose):**

This item is to request a budget amendment to fund the replacement of the roof at the Dixie Academy Building. The current roof is over 25 years old, is in poor condition and in need of replacement. The project would include new asphalt shingles, new cement board fascia, restoration of the soffit and installing new exterior gutters and downspouts in addition to lowering and stabilizing all four chimneys, restoring and painting all wood window systems trim, corbels, freeze boards, gables, and painted gable shingles. Funding is available through the Community Development Block Grant funds the city received as part of the annual allocation for FY 2026. Staff requests to amend the budget in the amount of \$355,000 for the award of the contract and to provide a contingency for any unforeseen items on the project.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:**

Cost for the agenda item: \$355,000

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

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

CDBG Funds

Description of funding source:

CDBG Funds

**Recommendation (Include any conditions):**

Staff recommends taking public comment and approval of the resolution.

**Attachments**

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 2nd day of April, 2026, upon motion duly made and seconded, it is

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

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 2ND DAY OF APRIL, 2026.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie B Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Ryan N Dooley, City Attorney

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_



**OTHER FUND ADJUSTMENTS**

			<u>Debit</u>	<u>Credit</u>
1	32-38800	CDBG Fund - Appropriated Fund Balance		355,000
	32-3200-9100	CDBG Fund - Transfer to Other Funds	355,000	
	40-38200	General Capital Project Fund - Transfers from Other Funds		355,000
	40-4000-7300	General Capital Project Fund - Improvements	355,000	

Staff requests to amend the budget for the replacement of the roof at the Dixie Academy Building. The current roof is over 25 years old, is in poor condition and in need of replacement. The project would include new asphalt shingles, new cement board fascia, restoration of the soffit and installing new exterior gutters and downspouts in addition to lowering and stabilizing all four chimneys, restoring and painting all wood window systems trim, corbels, freeze boards, gables, and painted gable shingles. Funding is available through the Community Development Block Grant funds the city received as part of the annual allocation for FY 2026. Staff requests to amend the budget in the amount of \$355,000 for the award of the contract and to provide a contingency for any unforeseen items on the project.

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**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
MARCH 5, 2026, 3:00 P.M.  
CITY COUNCIL CONFERENCE ROOM**

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**PRESENT:**

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

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**STAFF MEMBERS PRESENT:**

City Manager John Willis  
City Attorney Ryan Dooley  
City Recorder Christina Fernandez  
Parks and Community Services Director Shane Moore  
Public Works Director Cameron Cutler  
Assistant City Manager Robert Myers  
Suntran Manager Chris Pearson

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**OTHERS PRESENT:**

Mark Brady with St. George Eagles Junior College  
Megan Pomery with St. George Eagles Junior College  
Kyle Case with Huntsman World Senior Games  
Camilla Clawson with Huntsman World Senior Games  
Susi Lafaele with Washington County Fair  
Ruffin Judd with Washington County Fair

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**CALL TO ORDER:**

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

Link to call to order: [00:00:00](#)

**PRESENTATION FROM REPRESENTATIVES OF THE ST. GEORGE EAGLES JUNIOR COLLEGE:**

Link to presentation from Megan Pomeroy, and Mark Brady, including discussion between the City Council, Mayor Hughes, Ms. Pomeroy, and Mr. Brady: [00:00:30](#)

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

**PRESENTATION FROM REPRESENTATIVES OF THE HUNTSMAN WORLD SENIOR GAMES:**

Link to presentation from Kyle Case, including discussion between the City Council and Mr. Case: [00:11:38](#)

[Agenda Packet \[Page 8\]](#)

**PRESENTATION FROM REPRESENTATIVES OF THE WASHINGTON COUNTY FAIR:**

Link to presentation from Susi Lafaele and Ruffin Judd, including discussion between the City Council, City Manager John Willis, Parks and Community Services Director Shane Moore, Ms. Lafaele, and Mr. Judd: [00:43:49](#)

5 [Agenda Packet \[Page 77\]](#)  
6

7 **DISCUSSION TO DETERMINE IF PROPERTY (1763 W BRIDGE POINTE WAY) IS IN**  
8 **PUBLIC USE PER 1-13-4 OF CITY CODE:**

9 Link to presentation from Public Works Director Cameron Cutler, including discussion  
10 between City Manager John Willis, the City Council, City Attorney Ryan Dooley, and  
11 Mr. Cutler: [00:59:01](#)  
12

13 [Agenda Packet \[Page 83\]](#)  
14

15 **PRESENTATION REGARDING THE SUNTRAN SERVICE STUDY:**

16 Link to introduction from City Manager John Willis and presentation from Assistant  
17 City Manager Robert Myers and Suntran Manager Chris Pearson, including discussion  
18 between City Manager John Willis, the City Council, Mayor Hughes, and Mr. Myers:  
19 [01:04:13](#)  
20

21 [Agenda Packet \[Page 84\]](#)  
22

23 **DISCUSSION REGARDING EMERGENCY COMMUNICATIONS AND DISPATCH**  
24 **AGREEMENT AND BILLING RENEWAL:**

25 This item was removed from the agenda.  
26

27 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

28 No reports were provided.  
29

30 **ADJOURN TO A CLOSED MEETING:**

31 **Request a closed meeting to discuss litigation, security, property**  
32 **acquisition or sale, or the character and professional competence or**  
33 **physical or mental health of an individual.**  
34

35 A closed meeting was not held.  
36

37 **ADJOURN:**

38 Link to motion: [01:34:30](#)  
39

40 **MOTION:**

41 A motion was made by Councilmember Larsen to adjourn

42 **SECOND:**

43 The motion was seconded by Councilmember Kemp.  
44

44 **VOTE:**

45 Mayor Hughes called for a vote, as follows:  
46

47 Councilmember Larkin – did not vote

48 Councilmember Larsen – aye

49 Councilmember Tanner – aye

50 Councilmember Kemp – aye

51 Councilmember Anderson – aye  
52

53 The vote was unanimous and the motion carried.

1 St. George City Council Minutes  
2 March 5, 2026  
3 Page Three

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Christina Fernandez, City Recorder

DRAFT

1 **ST. GEORGE CITY COUNCIL MINUTES**  
2 **REGULAR MEETING**  
3 **MARCH 5, 2026, 5:00 P.M.**  
4 **CITY COUNCIL CHAMBERS**  
5

6 **PRESENT:**

7 **Mayor Jimmie Hughes**  
8 **Councilmember Michelle Tanner**  
9 **Councilmember Natalie Larsen**  
10 **Councilmember Steve Kemp**  
11 **Councilmember Austin Anderson**  
12

13 **EXCUSED:**

14 **Councilmember Dannielle Larkin**  
15

16 **STAFF MEMBERS PRESENT:**

17 **City Manager John Willis**  
18 **City Attorney Ryan Dooley**  
19 **City Recorder Christina Fernandez**  
20 **Deputy Director of Recreation Programs Cody Schmitt**  
21 **Assistant Recreation Manager Wayne Bullock**  
22 **Budget Manager Jared Edwards**  
23 **Planner Dan Boles**  
24 **Energy Services Director Bryan Dial**  
25 **Deputy City Attorney Jami Brackin**  
26

27 **OTHERS PRESENT:**

28 **Glen and Kenzie Bien**  
29 **Several Residents**  
30

31 **CALL TO ORDER:**

32 Mayor Hughes called the meeting to order and welcomed all in attendance. An  
33 invocation was offered by Reverend Celeste Lasich with Good Shepherd Presbyterian  
34 and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.  
35

36 Link to call to order, invocation, and flag salute: [00:00:00](#)  
37

38 Link to City Manager John Willis noting that item #9 was removed from the agenda:  
39 [00:03:12](#)  
40

41 **MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:**

42 **a. Read a proclamation proclaiming April 11, 2026 Walk with Autism Day.**  
43

44 Link to Councilmember Kemp reading a proclamation proclaiming April 11, 2026  
45 Walk with Autism Day; the proclamation was accepted by Glen and Kenzie Bien:  
46 [00:03:26](#)  
47

48 [Agenda Packet \[Page 6\]](#)  
49

50 **b. Recognize the Tonaquint Tennis Center for being awarded the 2025 USTA**  
51 **Outstanding Facility Award.**  
52

53 Link to Mayor Hughes recognizing the Tonaquint Tennis Center for being awarded the  
54 2025 USTA Outstanding Facility Award: [00:07:57](#)

5 Link to Mayor Hughes and Councilmember Larsen letting the Council know that the  
6 Lions Club presented the City with a gold and silver belt buckle: [00:12:00](#)  
7

8 **COMMENTS FROM THE PUBLIC:**

9 Link to Mayor Hughes outlining the rules for speaking: [00:13:47](#)

10  
11 Link to comments from resident Supe Lillywhite: [00:14:43](#)  
12

13 Link to comments from resident Tyler Webb: [00:16:58](#)  
14

15 Link to comments from resident Freddy Dunn: [00:18:55](#)  
16

17 Link to comments from resident Stacey Witteck: [00:20:11](#)  
18

19 Link to comments from resident Jordan Bracken: [00:22:37](#)  
20

21 Link to comments from resident Lynn Hokana: [00:24:18](#)  
22

23 Link to comments from Mayor Hughes: [00:26:35](#)  
24

25 **CONSENT CALENDAR:**

26 **a. Consider approval to award bid to Hellas Sports Lighting for the Canyons**  
27 **Softball Complex LED Sports Lighting Retrofit.**  
28

29 BACKGROUND and RECOMMENDATION: This item is to award a contract for an  
30 LED retrofit for the Canyons Softball Complex. An LED retrofit will require less  
31 maintenance, improve lighting for the softball games, as well as better cutoff for  
32 the residents in the area. The City recently requested bids for this project and  
33 received back 10 responses. Based on staff's evaluation of the bids Hellas  
34 Construction Company received the highest evaluation score. They will provide  
35 materials and installation along with a 25 year warranty. This project is a 2023  
36 G.O. Bond funded project and is included in the FY 2026 Business Plan. Staff  
37 recommends award of the contract to Hellas Construction Company in the amount  
38 of \$699,700.  
39

40 **b. Consider approval to award bid to Feller Enterprises, LLC for construction**  
41 **of the Middleton Wash Trail.**  
42

43 BACKGROUND and RECOMMENDATION: This item is to award a bid to construct  
44 approximately one mile of trail along Middleton Wash. The bid includes removals,  
45 earthwork, storm drain, asphalt, concrete flatwork, retaining walls, and pedestrian  
46 bridge installation. Formal bids were requested for the project, and the City  
47 received eight bids. The low bid was from Feller Enterprises in the amount of  
48 \$1,152,848.63. After bids were reviewed, it was determined that the Base Bid in  
49 the amount of \$421,643.54 and the Additive Alternate in the amount of  
50 \$731,205.09 be awarded due to the favorable bid amounts provided. The  
51 Middleton Wash Trail is a 2023 Trails, Parks and Recreation G.O. Bond project and  
52 is on the City's Trail Master Plan. Staff recommends approval of awarding the  
53 Base Bid and the Additive Alternate to Feller Enterprises, LLC in the amount of  
54 \$1,152,848.63 contingent upon approval of the budget amendment.

5 **c. Consider approval to award bid to WRX Contracting, LLC for construction**  
6 **of the Snake Hollow Bike Park Paving and Repairs project.**  
7

8 BACKGROUND and RECOMMENDATION: This item is to award a bid to pave the  
9 existing pump tracks and dirt jump zone and repair the existing dirt tracks for the  
10 gravity jump trails and progressive drop zone at the Snake Hollow Bike Park. The  
11 bid includes asphalt paving, repairs to existing dirt tracks, and owner staff  
12 training. Formal bids were requested for the project and the City received four  
13 bids. The low bid was from WRX Contracting in the amount of \$355,679.37. After  
14 bids were reviewed, it was determined that the Base Bid in the amount of  
15 \$272,829.12 and the Additive Alternate in the amount of \$82,850.25 be awarded  
16 due to the favorable bid amounts provided. In 2025, the City was awarded a  
17 \$250,000 UORG grant to pave the pump tracks at the Snake Hollow Bike Park.  
18 Staff recommends approval of awarding the Base Bid and Additive Alternate 1 to  
19 WRX Contracting, LLC in the amount of \$355,679.37.  
20

21 **d. Consider approval of Reimbursement Agreement with Quality Excavation**  
22 **for Waterline Upsize.**  
23

24 BACKGROUND and RECOMMENDATION: Contractor is building a subdivision that  
25 includes masterplanned waterlines. This project will upsize the line from 8" to the  
26 required size. Staff recommends approval.  
27

28 **e. Consider approval of a fee waiver request for the hourly costs associated**  
29 **with the St. George Police Department officers assigned to assist with the**  
30 **Washington County Fair Parade.**  
31

32 BACKGROUND and RECOMMENDATION: This is the second year the Washington  
33 County Parade is being held in St. George. The applicant is requesting a fee  
34 waiver of the hourly costs associated with the SGPD Officers, that would be  
35 assigned to assist. The fees for SGPD are estimated to be \$1400. This approval  
36 would be for all future parades being held in conjunction with Washington County  
37 Fair. Staff recommends approval of waiving the fees for this and future events.  
38

39 **f. Consider approval of a fee waiver request for the Kiwanis Club Egg Hunt**  
40 **to be held at Vernon Worthen Park.**  
41

42 BACKGROUND and RECOMMENDATION: This is the 75th year of the Kiwanis Club  
43 hosting a free egg hunt for the community Easter weekend for children 1-11, as  
44 well as special needs children of all ages at Vernon Worthen Park. The applicant is  
45 requesting a fee waiver for the following: park reservation fee, special event  
46 permitting fee, gazebo fee, and surrounding park area & facilities at Vernon  
47 Worthen Park to assist with costs associated with the event, at a cost of  
48 approximately \$450. The Council has approved fee waivers for this event over the  
49 past several years. Staff recommends approval of waiving the fees for this and  
50 future events.  
51

52 **g. Consider approval of the minutes from the meetings held on February 5,**  
53 **2026 (work meeting); February 5, 2026 (regular meeting); February 19,**  
54 **2026 (work meeting); and February 19, 2026 (regular meeting).**

5 Link to presentation from City Manager John Willis: [00:27:49](#)

6  
7 [Agenda Packet \[Page 7\]](#)  
8

9 Link to motion: [00:28:16](#)

10  
11 **MOTION:**

12 A motion was made by Councilmember Tanner to approve the consent  
13 calendar as presented.

14 **SECOND:**

15 The motion was seconded by Councilmember Kemp.

16 **VOTE:**

17 Mayor Hughes called for a vote, as follows:

18  
19 Councilmember Larkin – absent  
20 Councilmember Larsen – aye  
21 Councilmember Tanner – aye  
22 Councilmember Kemp – aye  
23 Councilmember Anderson – aye  
24

25 The vote was unanimous and the motion carried.  
26

27 **PUBLIC HEARING/AMEND FY 2025-26 BUDGET/RESOLUTION:**

28 **Public hearing and consideration of Resolution No. 2026-004R to review and**  
29 **approve amendments to the Fiscal Year 2025-26 Budget.**  
30

31 BACKGROUND and RECOMMENDATION: State statute requires a public hearing  
32 when changes are requested to the City's budget. Staff typically bring budget  
33 openings forward to the City Council for consideration on a quarterly basis based on  
34 changes that occur during the fiscal year. Staff recommends taking public comment  
35 and approval of the resolution.  
36

37 Link to introduction from City Manager John Willis and presentation from Budget  
38 Manager Jared Edwards, including comments from Councilmember Larsen: [00:28:38](#)  
39

40 Link to public hearing; no comments were given: [00:32:08](#)

41  
42 [Agenda Packet \[Page 74\]](#)  
43

44 Link to motion: [00:32:30](#)  
45

46 **MOTION:**

47 A motion was made by Councilmember Larsen to approve Resolution No.  
48 2026-004R to review and approve amendments to the Fiscal Year 2025-26  
49 Budget.

50 **SECOND:**

51 The motion was seconded by Councilmember Anderson.

52 **VOTE:**

53 Mayor Hughes called for a roll call vote, as follows:  
54

5 Councilmember Larkin – absent  
6 Councilmember Larsen – aye  
7 Councilmember Tanner – aye  
8 Councilmember Kemp – aye  
9 Councilmember Anderson – aye

10  
11 The vote was unanimous and the motion carried.  
12

13 **AMEND GENERAL PLAN/ORDINANCE:**

14 **Consider approval of Ordinance No. 2026-018 amending the City’s General**  
15 **Plan by adding the R-1 zone to the Responsible Growth Element of the**  
16 **General Plan. (Case No. 2025-GPA-017 - R-1 General Plan Amendment)**  
17

18 BACKGROUND and RECOMMENDATION: The applicant has applied to create a new  
19 single-family zoning category. As part of that application, the General Plan needs to  
20 be amended to include the new zone. The Planning Commission held a public hearing  
21 on the proposed amendment and recommended approval of the application by a 6-0  
22 vote with no conditions or amendments.  
23

24 [Agenda Packet \[Page 77\]](#)  
25

26 and  
27

28 **AMEND CITY CODE/ORDINANCE:**

29 **Consider approval of Ordinance No. 2026-019 amending portions of Title 10**  
30 **of City Code to create a new single-family zone to be known as the R-1 zone**  
31 **and amend the requirement for minimum floor area for a home. (Case No.**  
32 **2025-ZRA-015 - R-1 zone addition)**  
33

34 BACKGROUND and RECOMMENDATION: The applicant initially applied for a 4,000 sq  
35 ft zone but has modified the application to the currently requested new zoning  
36 category. At their meeting held on February 12, 2026, the Planning Commission  
37 held a public hearing and recommended approval with a vote of 6-0 and no  
38 conditions or modifications; one comment was given in favor of the application.  
39

40 Link to introduction from City Manager John Willis and presentation from Planner Dan  
41 Boles, including comments from the City Council: [00:33:03](#)  
42

43 [Agenda Packet \[Page 94\]](#)  
44

45 Link to motion: [00:42:44](#)  
46

47 **MOTION:**

48 A motion was made by Councilmember Kemp to Ordinance No. 2026-018  
49 amending the City’s General Plan by adding the R-1 zone to the Responsible  
50 Growth Element of the General Plan.

51 **SECOND:**

52 The motion was seconded by Councilmember Larsen.

53 **VOTE:**

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

5 Councilmember Larkin – absent  
6 Councilmember Larsen – aye  
7 Councilmember Tanner – aye  
8 Councilmember Kemp – aye  
9 Councilmember Anderson – aye

10  
11 The vote was unanimous and the motion carried.  
12

13 Link to motion: [00:43:25](#)  
14

15 **MOTION:**

16 A motion was made by Councilmember Kemp to approve Ordinance No. 2026-  
17 019 amending portions of Title 10 of City Code to create a new single-family  
18 zone to be known as the R-1 zone and amend the requirement for minimum  
19 floor area for a home detailed throughout the presentation.

20 **SECOND:**

21 The motion was seconded by Councilmember Tanner.

22 **VOTE:**

23 Mayor Hughes called for a roll call vote, as follows:  
24

25 Councilmember Larkin – absent  
26 Councilmember Larsen – aye  
27 Councilmember Tanner – aye  
28 Councilmember Kemp – aye  
29 Councilmember Anderson – aye  
30

31 The vote was unanimous and the motion carried.  
32

33 **GENERAL PLAN AMENDMENT/ORDINANCE:**

34 **Consider approval of Ordinance No. 2026-020 amending the City’s General**  
35 **Plan from LDR (Low Density Residential) to COM (Commercial) on**  
36 **approximately 109 acres located generally on the east side of Highway 18,**  
37 **between approximately 3000 North and 3800 North. (Case No. 2025-GPA-**  
38 **012 - The Trails East)**  
39

40 BACKGROUND and RECOMMENDATION: In 2006, a plan was approved for the  
41 subject property but did not materialize. As a result, the approvals lapsed and the  
42 property sold. The current applicant has a desire for a commercial element on the  
43 property and needs to change the General Plan on a portion of the property. At their  
44 meeting held on February 24, 2026, the Planning Commission held a public hearing  
45 and recommended approval with a vote of 6-0; one property owner made a  
46 comment which was generally in favor of the amendment.  
47

48 Link to introduction from City Manager John Willis and presentation from Planner Dan  
49 Boles, including discussion between City Manager John Willis, the City Council, and  
50 Mr. Boles: [00:44:06](#)  
51

52 [Agenda Packet \[Page 132\]](#)  
53

54 Link to motion: [00:51:52](#)

5 **MOTION:**

6 A motion was made by Councilmember Tanner to approve Ordinance No.  
7 2026-020 amending the City’s General Plan from LDR (Low Density  
8 Residential) to COM (Commercial) on approximately 109 acres located  
9 generally on the east side of Highway 18, between approximately 3000 North  
10 and 3800 North.

11 **SECOND:**

12 The motion was seconded by Councilmember Anderson.

13 **VOTE:**

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

15  
16 Councilmember Larkin – absent  
17 Councilmember Larsen – aye  
18 Councilmember Tanner – aye  
19 Councilmember Kemp – aye  
20 Councilmember Anderson – aye  
21

22 The vote was unanimous and the motion carried.  
23

24 **PD AMENDMENT/ORDINANCE:**

25 **Consider approval of Ordinance No. 2026-021 amending the Desert Color**  
26 **Planned Development TNZ zone on approximately 58.68 acres located**  
27 **southwest of Painted Ridge Parkway, west of Desert Sage Parkway and**  
28 **west of the previously approved Sage Haven phases to develop the next**  
29 **residential phases of Sage Haven. (Case No. 2026-PDA-002 - Sage Haven**  
30 **Phases 22-33)**  
31

32 BACKGROUND and RECOMMENDATION: This application is to consider approval of  
33 260 units in the Desert Color PD-TNZ zone. The Planning Commission held a public  
34 hearing on the request and recommends approval of the application with a 6-0 vote  
35 and the following comment: That all civic space required will be met per the zone  
36 plan.  
37

38 Link to introduction from City Manager John Willis and presentation from Planner Dan  
39 Boles, including discussion between the City Council and Mr. Boles: [00:52:38](#)

40  
41 [Agenda Packet \[Page 153\]](#)  
42

43 Link to motion: [00:56:50](#)  
44

45 **MOTION:**

46 A motion was made by Councilmember Anderson to approve Ordinance No.  
47 2026-021 amending the Desert Color Planned Development TNZ zone on  
48 approximately 58.68 acres located southwest of Painted Ridge Parkway, west  
49 of Desert Sage Parkway and west of the previously approved Sage Haven  
50 phases to develop the next residential phases of Sage Haven.

51 **SECOND:**

52 The motion was seconded by Councilmember Larsen.

53 **VOTE:**

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

4  
5 Councilmember Larkin – absent  
6 Councilmember Larsen – aye  
7 Councilmember Tanner – aye  
8 Councilmember Kemp – aye  
9 Councilmember Anderson – aye

10  
11 The vote was unanimous and the motion carried.

12  
13 **AMENDED AND RESTATED POWER POOLING AGREEMENT WITH**  
14 **UAMPS/RESOLUTION:**

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

18  
19 BACKGROUND and RECOMMENDATION: St. George is currently a participant in  
20 UAMPS’ Pool Project under a prior pooling agreement, and UAMPS has now asked  
21 participating members to adopt an updated (“amended and restated”) agreement  
22 that modernizes the operational, governance, and financial terms to support  
23 mandatory participation in organized wholesale power markets and PacifiCorp’s entry  
24 into the Extended Day-Ahead Market (EDAM) planned for May 2026.

25  
26 Link to introduction from City Manager John Willis and presentation from Energy  
27 Services Director Bryan Dial, including discussion between the City Council and Mr.  
28 Dial: [00:57:51](#)

29  
30 [Agenda Packet \[Page 251\]](#)

31  
32 Link to motion: [01:00:40](#)

33  
34 **MOTION:**

35 A motion was made by Councilmember Larsen to approve Resolution No.  
36 2026-005R approving an Amended and Restated Power Pooling Agreement  
37 with Utah Associated Municipal Power Systems (UAMPS) for the Pool Project  
38 (Effective May 1, 2026).

39 **SECOND:**

40 The motion was seconded by Councilmember Kemp.

41 **VOTE:**

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

43  
44 Councilmember Larkin – absent  
45 Councilmember Larsen – aye  
46 Councilmember Tanner – aye  
47 Councilmember Kemp – aye  
48 Councilmember Anderson – aye

49  
50 The vote was unanimous and the motion carried.

51  
52 **AMEND TITLES 1 AND 2 OF CITY CODE/ORDINANCE:**

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

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

10  
11 Link to introduction from City Manager John Willis and presentation from Deputy City  
12 Attorney Jami Brackin, including discussion between City Manager John Willis and  
13 Ms. Brackin: [01:01:18](#)

14 [Agenda Packet \[Page 287\]](#)

15  
16 Link to motion: [01:06:00](#)

17  
18  
19 **MOTION:**

20 A motion was made by Councilmember Anderson to approve Ordinance No.  
21 2026-022 amending Titles 1 and 2 of the City Code, adding the Assistant City  
22 Manager as an appointed position.

23 **SECOND:**

24 The motion was seconded by Councilmember Larsen.

25 **VOTE:**

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

27  
28 Councilmember Larkin – absent  
29 Councilmember Larsen – aye  
30 Councilmember Tanner – aye  
31 Councilmember Kemp – aye  
32 Councilmember Anderson – aye  
33

34 The vote was unanimous and the motion carried.

35  
36 Link to members of the Youth City Council introducing themselves: [01:06:42](#)

37  
38 **APPOINTMENTS:**

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

40  
41 No appointments were made.  
42

43 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

44 Link to reports from Mayor, Councilmembers, and City Manager: 01:07:54  
45

46 **ADJOURN TO A CLOSED MEETING:**

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

50  
51 A closed meeting was not held.  
52

53 **ADJOURN:**

54 Link to motion: [01:12:58](#)

5 **MOTION:**

6 A motion was made by Councilmember Anderson to adjourn

7 **SECOND:**

8 The motion was seconded by Councilmember Kemp.

9 **VOTE:**

10 Mayor Hughes called for a vote, as follows:

11 Councilmember Larkin – absent

12 Councilmember Larsen – aye

13 Councilmember Tanner – aye

14 Councilmember Kemp – aye

15 Councilmember Anderson – aye  
16  
17

18 The vote was unanimous and the motion carried.  
19  
20  
21  
22

23 \_\_\_\_\_  
24 Christina Fernandez, City Recorder



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 05

**Subject:**

Public hearing and consideration of Ordinance No. 2026-023 vacating portions of a platted roadway located at 200 East Street and 300 East Street, south of 700 South Street at the driveway entrances servicing Dixie High School.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Scholes, Alpha Engineering

Reference Number: PLANLRE26-005

Address/Location:

200 East Street and 700 South Street along with 300 East Street and 700 South Street

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

The Washington County School District is proposing to reconfigure the parcel boundaries between Dixie High School and the City Pool. Currently, the existing property lines do not align with the fenced areas. With the proposed roadway vacation, a land exchange will occur to resolve ownership discrepancies for the respective areas.

**Staff Narrative (need/purpose):**

A 25-foot portion of 200 East Street will be retained by the City to allow for continued access and maintenance of the signal poles located at the intersection.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

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

**Attachments**

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

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-PL

**AN ORDINANCE VACATING A PORTION OF A PLATTED ROADWAY LOCATED ON THE SOUTH SIDE OF 700 SOUTH STREET AT 200 EAST STREET AND 300 EAST STREET LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**

**WHEREAS**, a petition was received by this Council requesting vacating portions of platted roadway within the St. George City Survey, located on the south side of 700 South Street, as follows: **(1)** at the intersection of 200 East Street and 700 South Street, between Block F-1, Plat C, and Block F-9, Plat B; and **(2)** at the intersection of 300 East Street and 700 South Street, between Block F-9, Plat B, and Block F-8, Plat B., being more particularly described and shown in Exhibit A and Exhibit B; and

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

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

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

1. **Vacation of Roadway:** The platted roadway within the St. George City Survey, located on the south side of 700 South Street, as follows: **(1)** at the intersection of 200 East Street and 700 South Street, between Block F-1, Plat C, and Block F-9, Plat B; and **(2)** at the intersection of 300 East Street and 700 South Street, between Block F-9, Plat B, and Block F-8, Plat B, being more particularly described and shown in Exhibit A and Exhibit B.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

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

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:  
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

## EXHIBIT "A"

### VACATED PORTION OF 200 EAST STREET AND 300 EAST STREET (LOCATED ON THE SOUTH SIDE OF 700 SOUTH STREET)

#### 200 EAST STREET

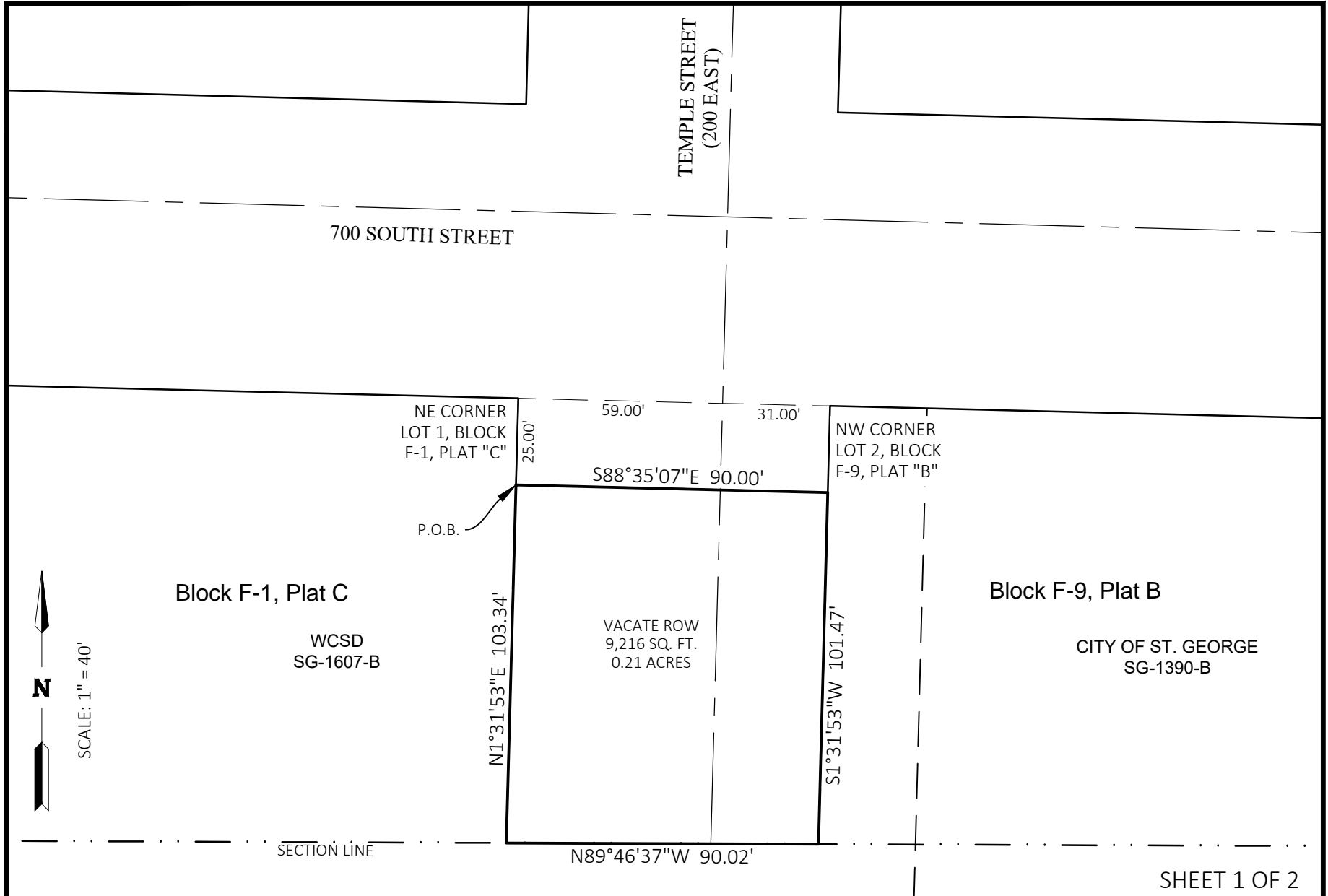
COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK F-1, PLAT "C", ST. GEORGE CITY SURVEY, THENCE SOUTH 1°31'53" WEST 25.00 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE SOUTH 88°35'07" EAST 90.00 FEET TO A POINT ON THE WEST LINE OF LOT 2, BLOCK F-9, PLAT "B", ST. GEORGE CITY SURVEY; THENCE SOUTH 1°31'53" WEST 101.47 FEET ALONG SAID WEST LINE TO POINT ON THE NORTH SECTION LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°46'37" WEST 90.02 FEET ALONG SAID SECTION LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 1°31'53" EAST 103.34 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

CONTAINS 9,216 SQUARE FEET OR 0.21 ACRES, MORE OR LESS.

#### 300 EAST STREET

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK F-9, PLAT "B", ST. GEORGE CITY SURVEY, THENCE SOUTH 88°34'44" EAST 90.00 FEET TO THE NORTHWEST CORNER OF LOT 4, BLOCK F-8, PLAT "B", ST. GEORGE CITY SURVEY; THENCE SOUTH 1°31'53" WEST 113.58 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°46'50" WEST 90.02 FEET ALONG THE NORTH SECTION LINE OF SECTION 31, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 1°31'53" EAST 115.47 FEET TO THE POINT OF BEGINNING

CONTAINS 10,307 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.



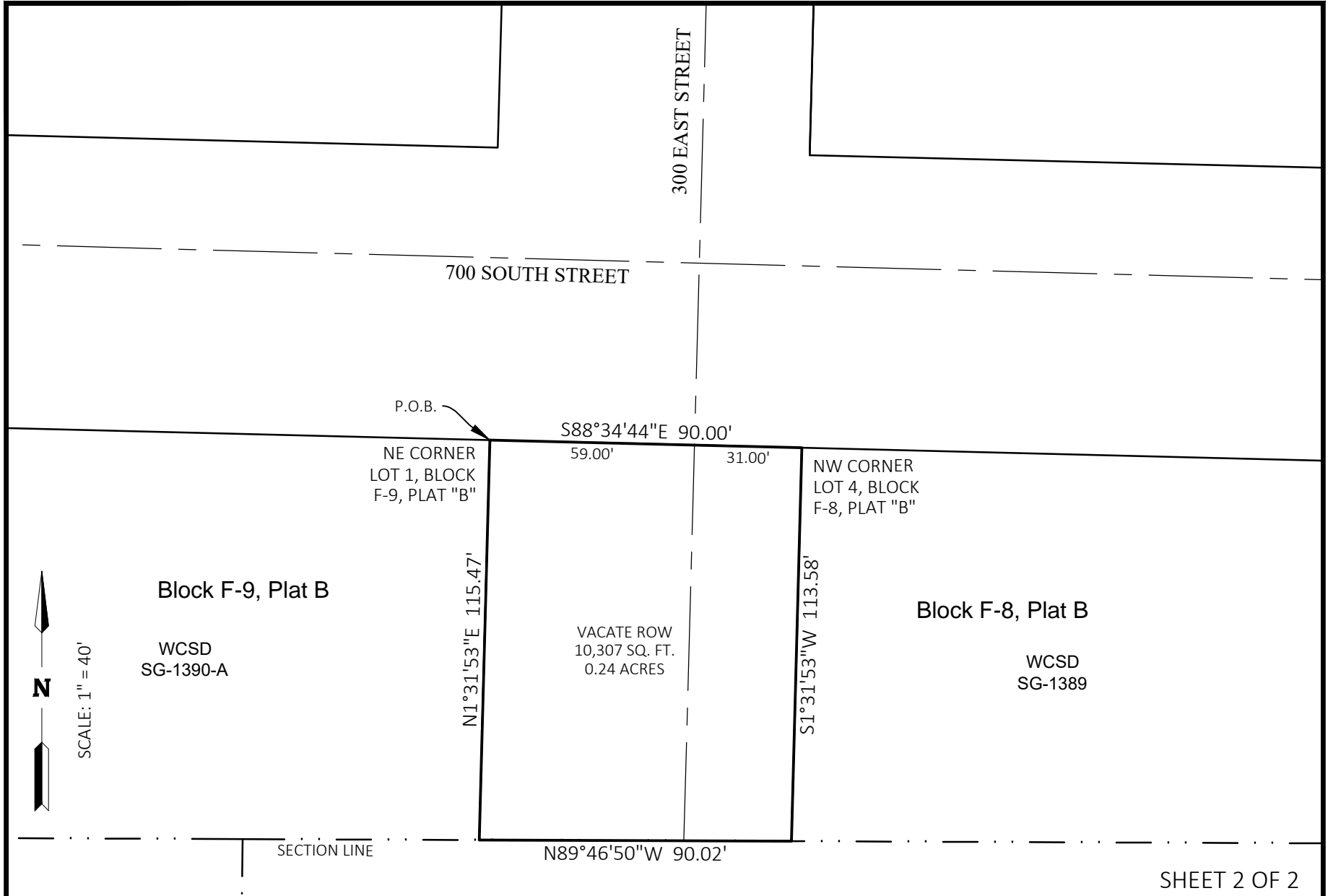
SCALE: 1" = 40'

**EXHIBIT "B"**  
**PORTION OF 200 EAST STREET**

SHEET 1 OF 2



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SHEET 2 OF 2

EXHIBIT "B"  
PORTION OF 300 EAST STREET



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**Agenda Date:** 04/02/2026

**Agenda Item Number:** 06

**Subject:**

Public hearing and consideration of Ordinance 2026-024 vacating a portion of a 7.50-foot-wide public utility and drainage easement along with a 10-foot-wide ingress/egress easement for maintenance, located along Lots 78 and 79, Twin Creeks at Stone Bridge Phase 2 Amended and Extended.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Cody Arnoldson, Rosenberg Associates

Reference Number: PLANLRE26-006

Address/Location:

1943 W and 1957 W 350 N ST

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

There are existing easements on Lots 78 and 79 within Twin Creeks at Stone Bridge Phase 2 Amended and Extended. Swimming pools and block walls have been constructed within portions of these easement areas. The property owners are requesting that the easements be vacated on their respective lots to remove any potential encumbrances or liabilities tied to these improvements. Their concern is that, if the easement were ever exercised for utility purposes, the pools or walls could be subject to removal or damage, resulting in significant financial loss. Vacating the easements would eliminate this risk and provide long-term protection for the existing structures.

**Staff Narrative (need/purpose):**

A subdivision amendment for Twin Creeks at Stonebridge Phase 2 Amended and Extended Partial Amendment A (Lots 78 & 79) has been submitted and is under administrative review in City Inspect under PLANFPA26-005.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

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

**Attachments**

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

**ORDINANCE NO. \_\_\_\_\_**

Tax ID: SG-TCSB-2-79-A, SG-TCSB-2-80-A

**AN ORDINANCE VACATING A PORTION OF A 7.50-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT AND A PORTION OF A 10-FOOT-WIDE INGRESS/EGRESS EASEMENT FOR MAINTENANCE**

**LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**

(as described in Twin Creeks at Stone Bridge Phase 2 Amended and Extended, Doc. No. 20070002759)

**WHEREAS**, a petition was received by this Council requesting the vacation of a portion of a 7.50-foot-wide public utility and drainage easement along with a 10-foot-wide ingress/egress easement for maintenance, located along Lots 78 and 79, Twin Creeks at Stone Bridge Phase 2 Amended and Extended, as described in Doc. No. 20070002759, according to the official record thereof, on file in the Office of the Washington County Recorder's Office, being more particularly described and shown in Exhibit A and Exhibit B; and

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

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

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

1. **Vacation of Easement:** The utility and drainage easement located along Lots 78 and 79, Twin Creeks at Stone Bridge Phase 2 Amended and Extended, as described in Doc. No. 20070002759, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

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

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

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

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

**Exhibit A**  
**7.5' Public Utility and Drainage Easement Vacation**

Beginning at a point on the Southerly line of Lot 78, Twin Creek's at Stonebridge Phase 2 Amened & Extended, as found on file with the Washington County Recorder's Office as Entry No. 20070002759, said point being South 00°39'24" West 1,234.25 feet along the section line and West 384.56 feet from the East Quarter Corner Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running;

thence South 88°18'26" West 112.56 feet along said Southerly line to and along the Southerly line Lot 79 said Phase 2;

thence along said Southerly line Lot 79 the following (2) courses;

thence South 85°49'21" West 26.23 feet;

thence South 73°42'41" West 58.63 feet to the Southwesterly corner said Lot 79;

thence North 47°09'17" West 86.95 feet along the Westerly line said Lot 79;

thence North 47°52'03" East 7.53 feet;

thence South 47°09'16" East 82.04 feet;

thence North 73°42'41" East 55.17 feet;

thence North 85°49'21" East 21.22 feet;

thence North 10°17'55" East 82.14 feet;

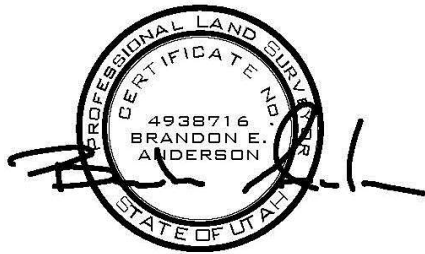
thence Easterly 15.01 feet along an arc of a 135.00 foot radius non-tangent curve to the left (center bears North 13°29'00" East, long chord bears South 79°42'05" East 15.00 feet with a central angle of 06°22'10");

thence South 10°17'55" West 78.69 feet;

thence North 88°18'26" East 103.16 feet;

thence South 02°43'50" East 7.50 feet to the Point of Beginning.

Containing 3,308 square feet or 0.08 acres.



March 4, 2026

**Exhibit A**

**10.0' Ingress & Egress Maintenance Easement Vacation Description**

Beginning at a point on the Southerly line of Lot 78, Twin Creek's at Stonebridge Phase 2 Amened & Extended, as found on file with the Washington County Recorder's Office as Entry No. 20070002759, said point being South 00°39'24" West 1,234.25 feet along the section line and West 377.06 feet from the East Quarter Corner Section 22, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running;

thence South 88°18'26" West 120.06 feet along said Southerly line to and along the Southerly line Lot 79 said Phase 2;

thence along said Southerly line Lot 79 the following (2) courses;

thence South 85°49'21" West 26.23 feet;

thence South 73°42'41" West 58.63 feet to the Southwesterly corner said Lot 79;

thence North 47°09'17" West 11.65 feet along the Westerly line said Lot 79;

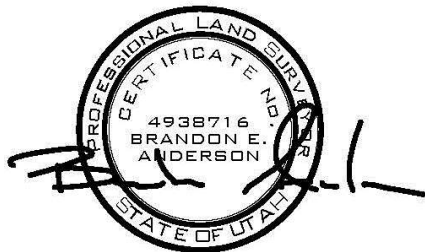
thence North 73°42'41" East 65.67 feet;

thence North 85°49'21" East 27.29 feet;

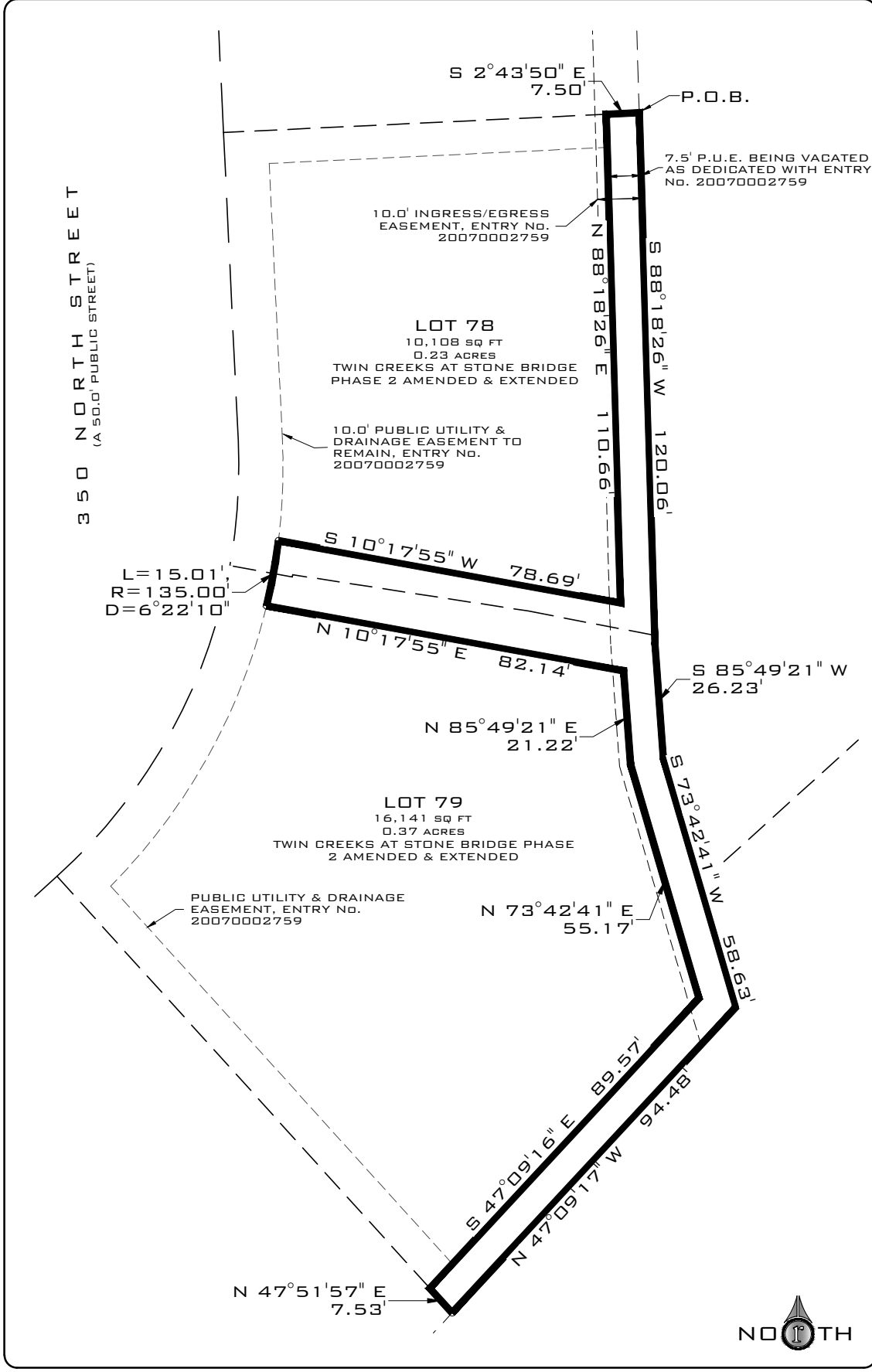
thence North 88°18'10" East 120.31 feet;

thence South 02°43'50" East 10.00 feet to the Point of Beginning.

Containing 2,090 square feet or 0.05 acres.



March 4, 2026



DATE: 03/04/26  
 JOB NO.: 15172-26  
 DRAWN BY: C.S.A.  
 SCALE: 1"=30'  
 DWG: SURVEY-EXHIBIT

DATE	REVISIONS

**ROSENBERG**  
 ASSOCIATES  
 CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERSIDE  
 DRIVE, SUITE A-2  
 ST. GEORGE, UTAH  
 84790  
 435.673.8586  
 WWW.RACVL.COM

**EXHIBIT B**  
 7.50' PUBLIC UTILITY & DRAINAGE  
 EASEMENT VACATION



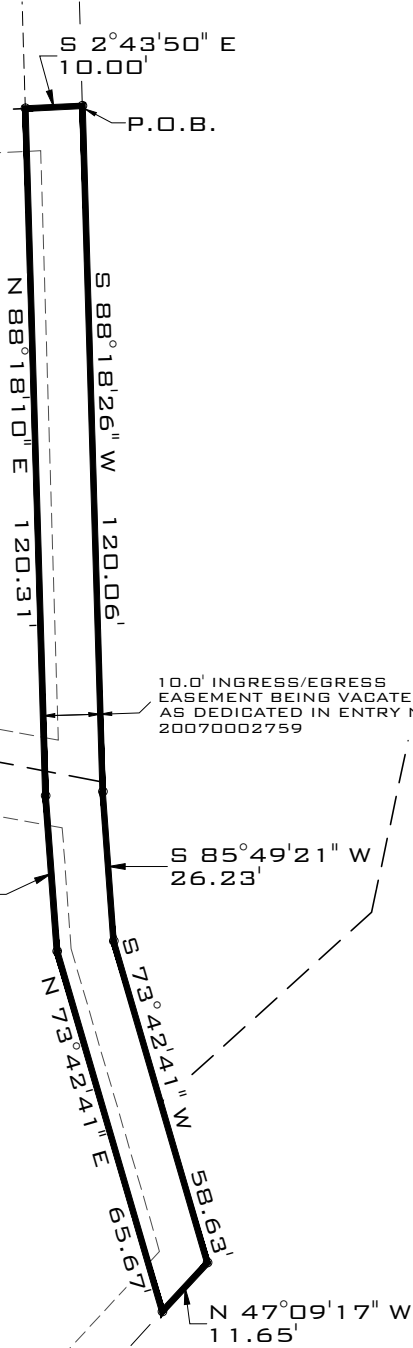
(A 50.0' PUBLIC STREET)

**LOT 78**  
10,108 SQ FT  
0.23 ACRES  
TWIN CREEKS AT STONE BRIDGE  
PHASE 2 AMENDED & EXTENDED

10.0' PUBLIC UTILITY &  
DRAINAGE EASEMENT TO  
REMAIN, ENTRY NO.  
20070002759

PUBLIC UTILITY & DRAINAGE  
EASEMENT, ENTRY NO.  
20070002759

**LOT 79**  
16,141 SQ FT  
0.37 ACRES  
TWIN CREEKS AT STONE BRIDGE  
PHASE 2 AMENDED & EXTENDED



DATE:	03/04/26
JOB NO.:	15172-26
DRAWN BY:	C.G.A.
SCALE:	1"=30'
DWG:	SURVEY-EXHIBIT

REVISIONS	DATE

**ROSENBERG**  
A S S O C I A T E S  
CIVIL ENGINEERS - LAND SURVEYORS



352 EAST RIVERSIDE  
DRIVE, SUITE A 2  
ST. GEORGE, UTAH  
84790  
435.673.8586  
WWW.RASCIVIL.COM

**EXHIBIT B**  
INGRESS/EGRESS EASEMENT FOR  
MAINTENANCE VACATION



SHEET  
**1**  
OF 1 SHEETS



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 07

**Subject:**

Public hearing and consideration of Ordinance No. 2026-025 vacating a portion of a platted roadway, located at the intersection of 400 South Street and 1000 East Street.

**Item at-a-glance:**

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Scholes, Alpha Engineering

Reference Number: PLANLRE26-004

Address/Location:

400 South Street and 1000 East Street

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

Utah Tech University is requesting a land exchange with the City of St. George to facilitate the relocation of a power substation located at 975 East 300 South Street. The relocated substation will serve property owned by the University at approximately 955 East 500 South Street. The proposal includes vacating a portion of 1000 East Street and conveying that area to the University in exchange for the property on which the new substation will be constructed.

**Staff Narrative (need/purpose):**

The Power Department requires this additional area to construct a larger substation in order to better serve the residents and businesses in the surrounding area.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

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

**Attachments**

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

**ORDINANCE NO.** \_\_\_\_\_

Tax ID: SG-PL

**AN ORDINANCE VACATING A PORTION OF A PLATTED ROADWAY AT 1000 EAST STREET  
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**  
(located between Block 20, Plat B, St. George City Survey and Interstate 15)

**WHEREAS**, a petition was received by this Council requesting the vacation of platted roadway, located at the intersection of 400 South Street and 1000 East Street, between Block 20, Plat B, St. George City Survey and Interstate 15, being more particularly described and shown in Exhibit A and Exhibit B; and

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

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

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

1. **Vacation of Roadway:** The platted roadway located at the intersection of 400 South Street and 1000 East Street, between Block 20, Plat B, St. George City Survey and Interstate 15, and as described and depicted in Exhibit A and Exhibit B, is hereby vacated.
2. **Effective Date:** This ordinance shall take effect upon the recording of all necessary documents and the posting of this ordinance in the manner prescribed by law.

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

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Larkin \_\_\_\_\_

Councilmember Larsen \_\_\_\_\_

Councilmember Tanner \_\_\_\_\_

Councilmember Kemp \_\_\_\_\_

Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

alphaengineering.com

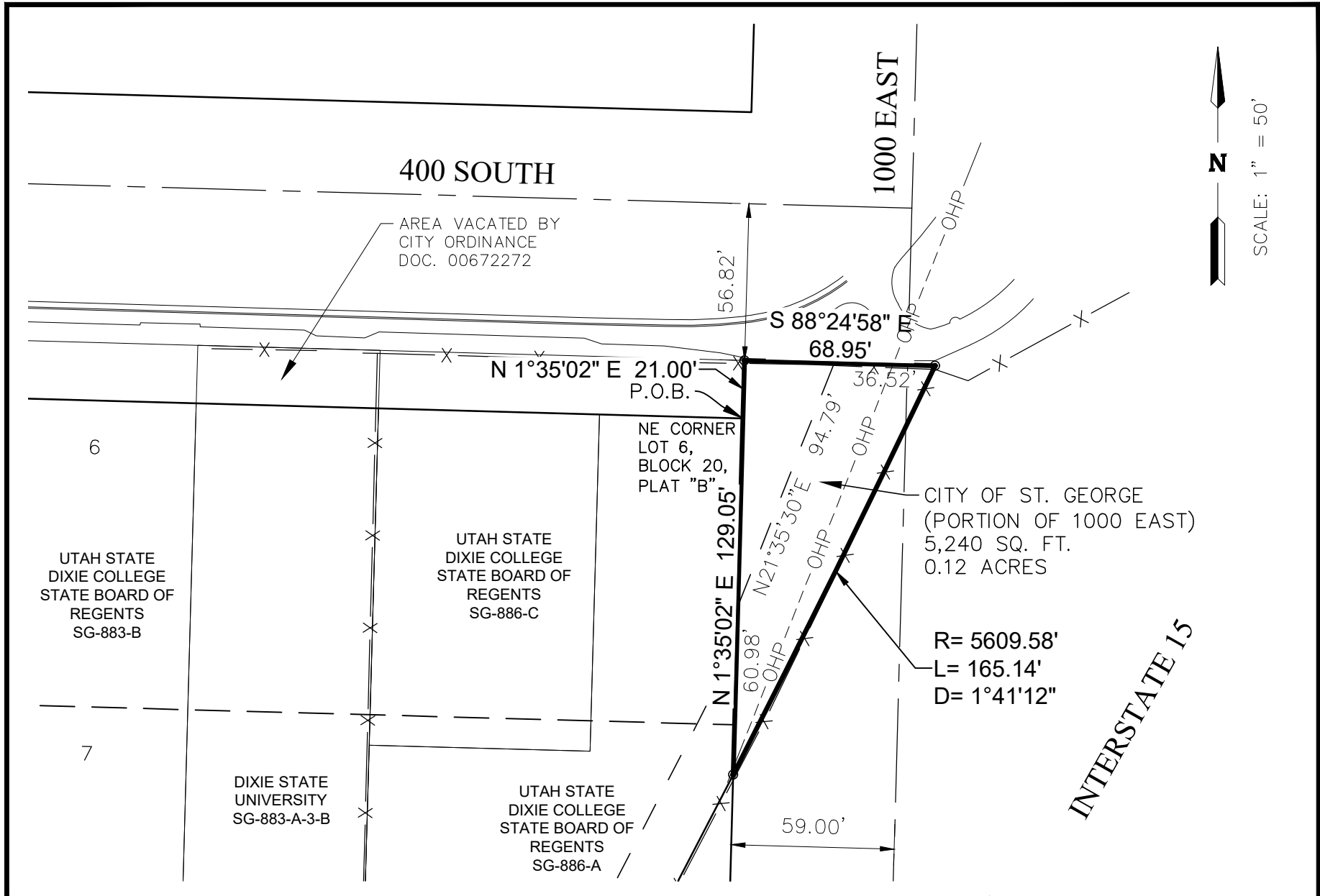
## EXHIBIT "A"

### VACATING A PORTION OF 1000 EAST STREET

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 20, PLAT "B", ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 21.00 FEET; THENCE SOUTH 88°24'58" EAST 68.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15 AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5,609.58 FEET OF WHICH THE RADIUS POINT LIES NORTH 64°34'46" WEST; THENCE SOUTHWESTERLY 165.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°41'12" ALONG SAID RIGHT OF WAY LINE; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 1°35'02" EAST 129.05 FEET ALONG THE EAST LINE OF SAID BLOCK 20 TO THE POINT OF BEGINNING.

CONTAINS 5,240 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

SUBJECT TO POWER EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 20, PLAT "B", ST. GEORGE CITY SURVEY, THENCE NORTH 1°35'02" EAST 21.00 FEET; THENCE SOUTH 88°24'58" EAST 32.43 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE SOUTH 88°24'58" EAST 36.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5609.58 FEET OF WHICH THE RADIUS POINT LIES NORTH 64°34'46" WEST; THENCE SOUTHWESTERLY 165.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°41'12"; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 1°35'02" EAST 60.98 FEET; THENCE NORTH 21°35'30" EAST 94.79 FEET TO THE POINT OF BEGINNING.



SCALE: 1" = 50'

**EXHIBIT "B"**  
**VACATING A PORTION OF 1000 EAST STREET**



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**Agenda Date:** 04/02/2026

**Agenda Item Number:** 08

**Subject:**

Consider approval of Resolution No. 2026-007R approving a Memorandum of Understanding between the Cities of St. George, Ivins, Santa Clara, Washington, and Hurricane, for the purpose of establishing a coalition to guide local planning and implementation of stormwater management practices and procedures.

**Item at-a-glance:**

Staff Contact: Cameron Cutler

Applicant Name: St. George City Engineering

Reference Number: XX

Address/Location:

N/A

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

This document is to update the existing memorandum of understanding (MOU) between St. George, Ivins, Santa Clara, and Washington to include Hurricane City and to update the current mayors for each city.

**Staff Narrative (need/purpose):**

This is for public education and public involvement and training in the stormwater program.

**Name of Legal Dept approver:** Alicia Carlton

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff recommends approval.

**Attachments**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITIES OF ST. GEORGE, IVINS, SANTA CLARA, WASHINGTON AND  
HURRICANE, FOR THE PURPOSE OF ESTABLISHING A COALITION TO GUIDE  
LOCAL PLANNING AND IMPLEMENTATION OF STORMWATER MANAGEMENT  
PRACTICES AND PROCEDURES**

WHEREAS, the State of Utah has passed a series of mandates with regards to the management of stormwater issues; and

WHEREAS, these mandates apply to all of the Parties equally; and

WHEREAS, the Parties feel that because of the interconnection between the Parties and the joint interaction and influence of these stormwater issues on the Parties, there needs to be a consensus on their handling, permitting, inspecting, etc.; and

WHEREAS, this MOU will provide an efficient means of handling, controlling and communicating about these issues.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. George, that it authorizes the Mayor to execute the MOU attached hereto as Exhibit "A".

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

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmie Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

VOTING OF CITY COUNCIL:

\_\_\_\_\_  
Alicia Carlton, Assistant City Attorney

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into this 18<sup>th</sup> day of February, 2026, by and between Ivins City, City of Santa Clara, City of St. George, and Washington City, Hurricane City, Utah (hereinafter referred to as the "Parties"). It is made in response to the Stormwater mandates issued by the State of Utah in compliance with the National Pollution Discharge Elimination System permit (NPDES/UPDES).

### PREAMBLE

**WHEREAS, the State of Utah has passed a series of mandates with regards to the management of stormwater issues; and**

**WHEREAS, these mandates apply to all of the Parties equally, and**

**WHEREAS, the Parties feel that because of the interconnection between the Parties and the joint interaction and influence of these stormwater issues on the Parties; there needs to be a consensus on handling, permitting, inspecting, etc., and**

**WHEREAS, this MOU will provide an efficient means of handling, controlling and communicating about these issues;**

**NOW THEREFORE, the undersigned representatives of the Parties enter into this Memorandum of Understanding for the purpose of establishing a coalition to guide local planning and implementation of stormwater management practices and procedures.**

### AGREEMENT

#### **1. Participants**

**The participants (Parties) in the MOU are the following units of government: Ivins City, City of Santa Clara, City of St. George, Washington City, and Hurricane City.**

**The Parties agree that:**

- **All are equal partners in this MOU.**
- **Each Party will have one (1) representative at quarterly meetings.**
- **Actions of the coalition shall be by consensus.**
- **There will be no financial consideration or contribution at this time.**
- **All enter into this MOU or coalition in a spirit of cooperation.**
- **The public is better served if the Parties are jointly agreed on uniform practices and procedures for permitting, inspecting, and otherwise managing stormwater mandates and concerns.**
- **All agree that the sharing of knowledge, and in some cases resources, will achieve better stormwater management while**

improving working relationships with the Parties and members of the public served by each.

**2. Purpose and Process**

The purpose of this MOU is to outline the planning, coordination, and integration of activities necessary to maintain a comprehensive, cooperative and multi-agency stormwater planning program between the Parties.

The Parties agree to meet quarterly to:


1. Review and work on Stormwater Management Plans.
2. Review and conduct training of Stormwater Best Practices.
3. Organize and engage in public outreach.

**PARTIES:**

**IVINS CITY**

By:   
KEVIN SMITH, Mayor

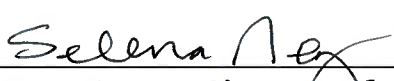
**ATTEST:**

  
KARI JIMENEZ, City Recorder

**CITY OF SANTA CLARA**

By:   
JARETT WHITE, Mayor

**ATTEST:**

  
SELENA NEZ, City Recorder

**CITY OF ST. GEORGE**

By: \_\_\_\_\_  
JIMMIE HUGHES, Mayor

**ATTEST:**

\_\_\_\_\_  
CHRISTINA FERNANDES, City Recorder

**WASHINGTON CITY**

By: \_\_\_\_\_  
KRESS STAHEL, Mayor

**ATTEST:**

\_\_\_\_\_  
TARA PENTZ, City Recorder

**HURRICANE CITY**

By: \_\_\_\_\_  
CLARK FAWCETT, Mayor

**ATTEST:**

\_\_\_\_\_  
CINDY BETEAG, City Recorder



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 09

**Subject:**

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

**Item at-a-glance:**

Staff Contact: Brian Dean

Applicant Name: Adam Allen

Reference Number: 2025-GPA-019

Address/Location:

West of Dixie Drive and south of Canyon View Drive

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

This item was heard at the February 19, 2026, City Council meeting. The City Council had concerns regarding the road patent. The applicant has provided information showing that the road patent is seen as an access easement that will be required on all development documents. At their meeting held on February 10, 2026, the Planning Commission held a public hearing and recommended approval with no conditions, with a vote of 5-1. There was one public comment at this meeting and three written comments.

**Staff Narrative (need/purpose):**

This application proposes to change the General Plan land use from COM (Commercial) back to MHDR (Medium-High Density Residential) in expectation of townhomes being developed on the property. At the Planning Commission meeting on 02/10/2026, the land owner addressed the difficulty with developing commercial on this location as there are topography and soil challenges that have made it difficult to layout a plan that would work well. MHDR designations allow for a density of 10-15 dwelling units per acre.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

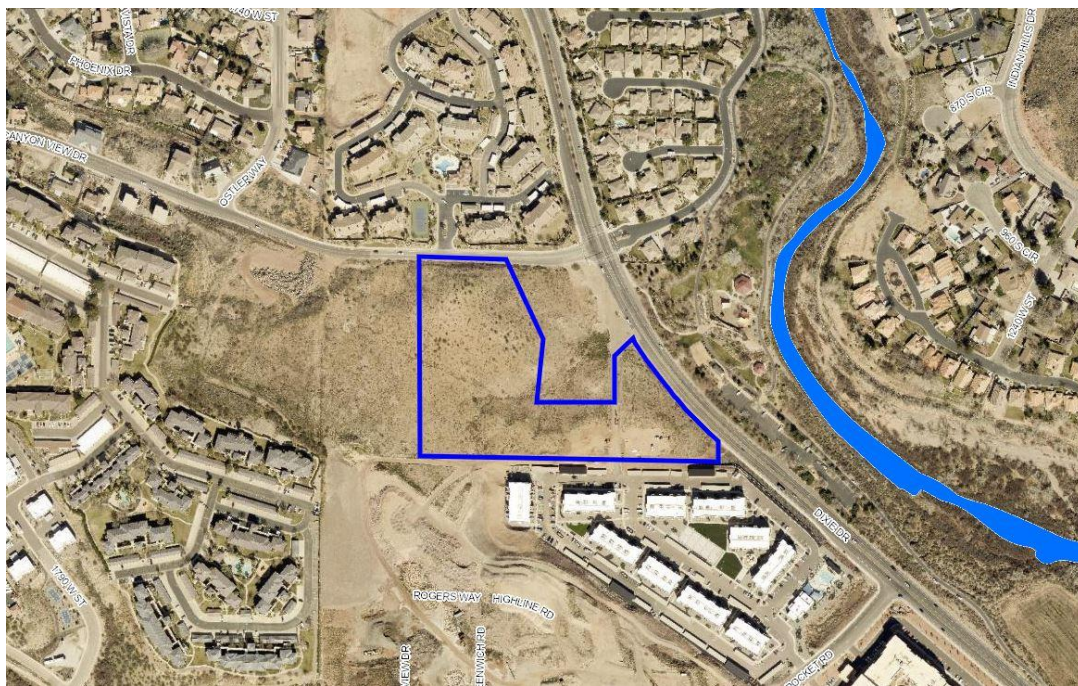
**Recommendation (Include any conditions):**

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

**Attachments**

PLANNING COMMISSION AGENDA REPORT: **02/10/2026**  
 CITY COUNCIL AGENDA REPORT: **02/19/2026**  
 CONTINUED CITY COUNCIL AGENDA REPORT: **04/02/2026**

<b>Dixie Drive</b> General Plan Amendment (Case No. 2025-GPA-019)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive, for the proposed development of townhomes.
<b>Applicant:</b>	American Land Consulting LLC
<b>Representative:</b>	Adam Allen
<b>Location:</b>	The project is generally located west of Dixie Drive and south of Canyon View Drive.
<b>Existing General Plan:</b>	COM (Commercial)
<b>Proposed General Plan:</b>	MHDR (Medium-High Density Residential)
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial) and R-1-10 (Single Family Residential 10,000 SF min lot size)
<b>Land Area:</b>	Approximately 8.91 acres



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. This General Plan Amendment (GPA) is for approximately 8.91 acres of land generally located west of Dixie Drive and south of Canyon View Drive. This property has undergone several general plan changes. It changed twice in 2018 from LDR (Low Density Residential) to MDR (Medium Density Residential) and then from MDR to MHDR (Medium-High Density Residential). It most recently changed in 2022 from MHDR to COM (Commercial).

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

**UPDATE:**

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

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

**RECOMMENDATION:**

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

**ALTERNATIVES:**

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

**POSSIBLE MOTION:**

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

**FINDINGS FOR APPROVAL:**

1. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
2. The proposed land use amendment aligns with Section 2.3 of the general plan by increasing and diversifying housing supply across the city.

**Exhibit A**  
**Applicant's Narrative**



## NARRATIVE

RE: General Plan amendment

To whom it may concern:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Adam Allen", is written over a horizontal line.

Adam Allen, Manager  
American Consulting and Engineering

**Exhibit B**  
**Public Comment**

**Richard Rogers**  
**Niota Investment, LLC**  
**Rogers Construction Company**

Phone: [REDACTED]

Email: [REDACTED]

Friday, January 9, 2026

**City of St. George – Community Development Department**

**Attention: Brian Dean, Planner I**

61 S. Main Street

St. George, UT 84770

Phone: (435) 627-4437

Email: [brian.dean@sgcityutah.gov](mailto:brian.dean@sgcityutah.gov)

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

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

**Right-of-Way – SERIAL NUMBER UTU-77901**

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

*Richard Rogers*

---

Richard Rogers

Niota Investment, LLC

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

January 23, 2026

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

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

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

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

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

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

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

Sincerely,





Brian Dean &lt;brian.dean@sgcityutah.gov&gt;

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## Case No. 2025-GPA-019

1 message

Craig Hancey [REDACTED]  
 To: "brian.dean@sgcityutah.gov" <brian.dean@sgcityutah.gov>

Mon, Feb 9, 2026 at 4:10 PM

Planning Commission Members,

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

#### **INCREASED TRAFFIC ON CANYON VIEW DRIVE**

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

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

#### **COMMERCIAL DEVELOPMENT ALLOWED TO DATE**

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

#### **PINION RESERVE DEVELOPMENT REZONED TO HIGH DENSITY**

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

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

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

#### **NOISE AND UNSIGHTLY DEVELOPMENT**

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

#### **PROPERTY VALUE DECREASES OF HOMES & PROPERTY IN THE SURROUNDING AREAS**

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

#### **500' NOTICE CONCEPT**

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

#### **CONCLUSION**

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

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

Respectfully,

Craig and Janet Hancey



**Exhibit C  
Presentation**

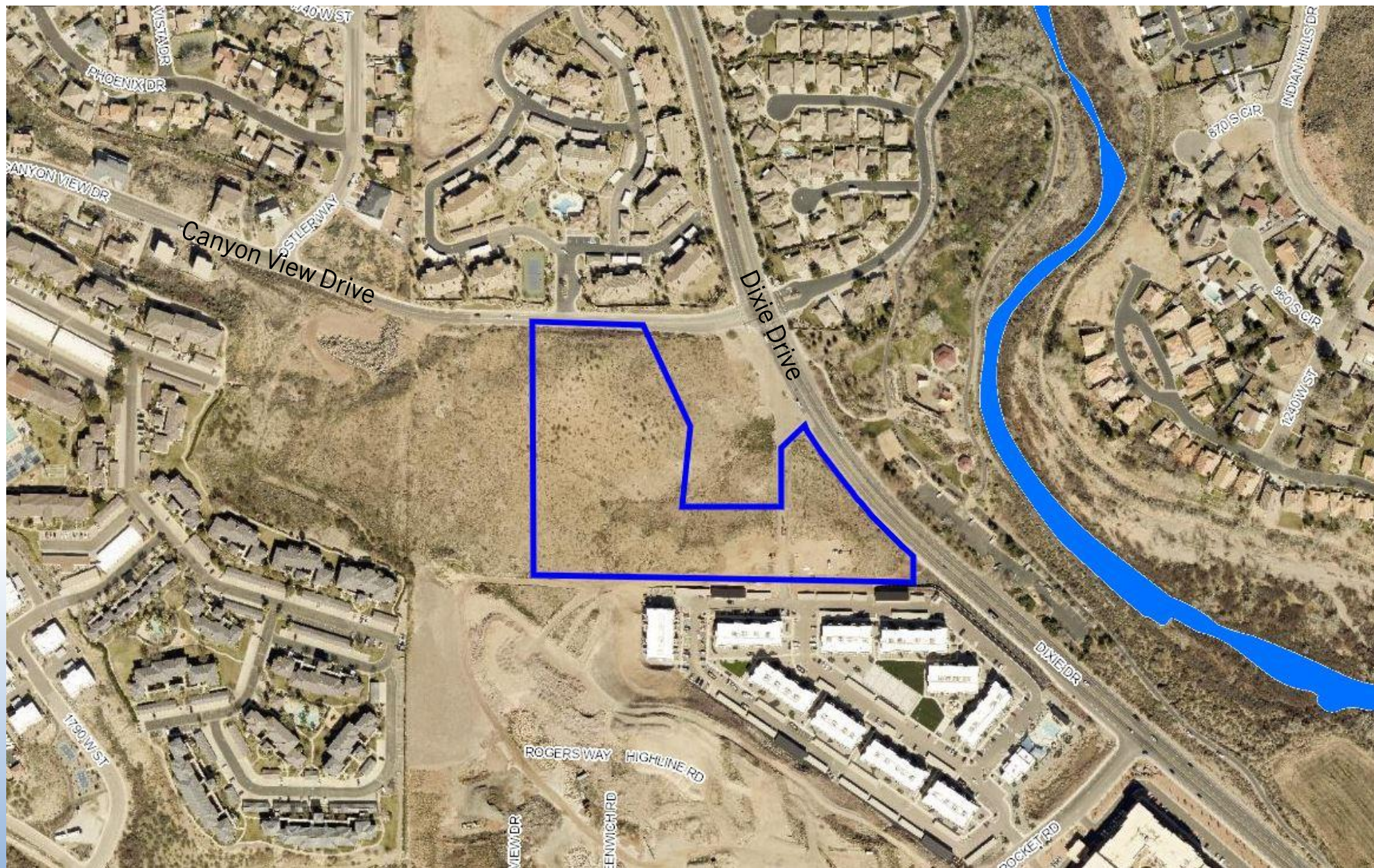
A desert landscape featuring a winding asphalt road that curves through the scene. On the right side of the road, a large, rugged rock formation with a sharp peak rises prominently. The sky is filled with soft, layered clouds, and the overall lighting suggests a late afternoon or early morning setting. The text is overlaid on the left side of the image.

**DIXIE DRIVE  
GENERAL PLAN AMENDMENT  
CONTINUED**

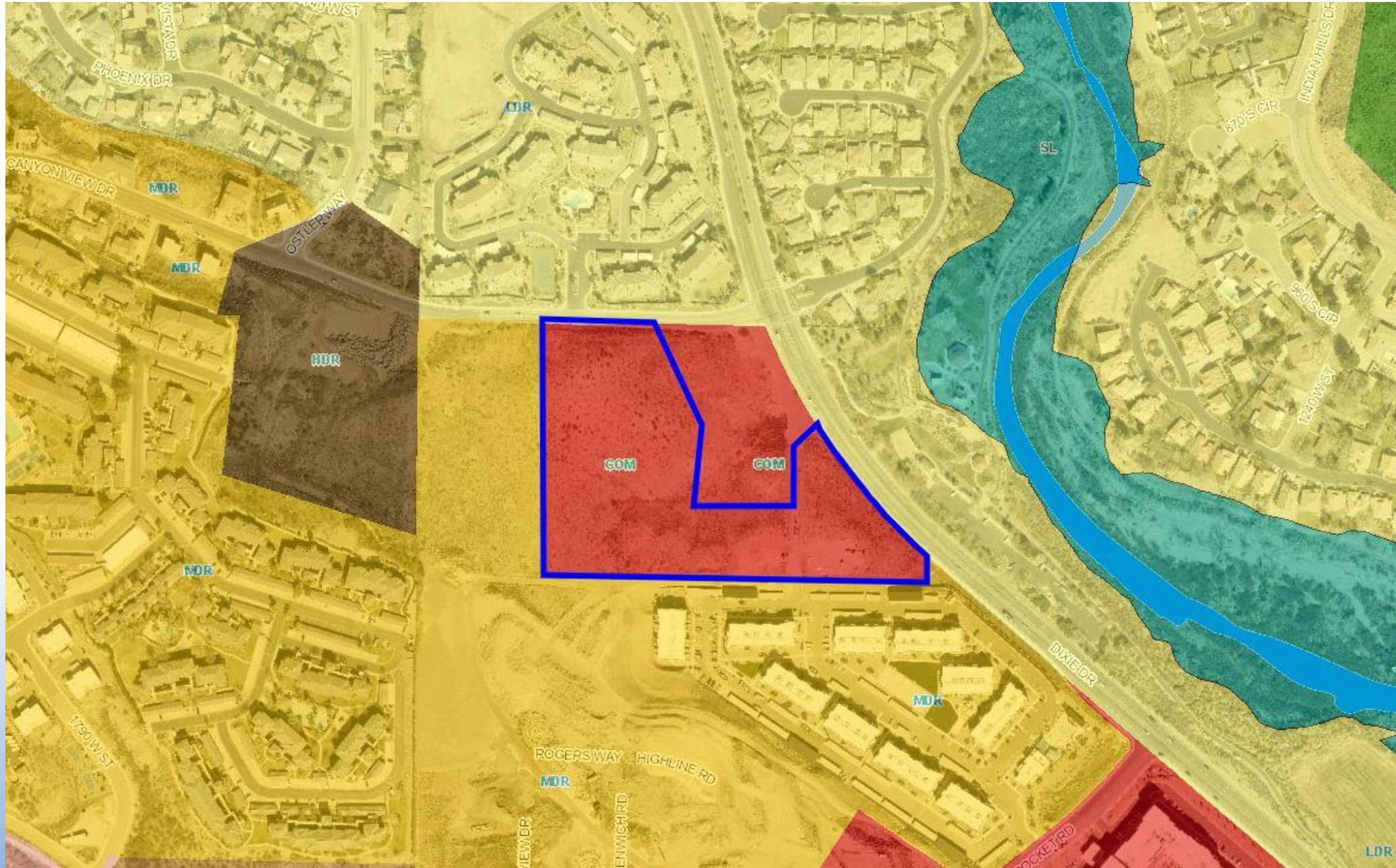
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2025-GPA-019

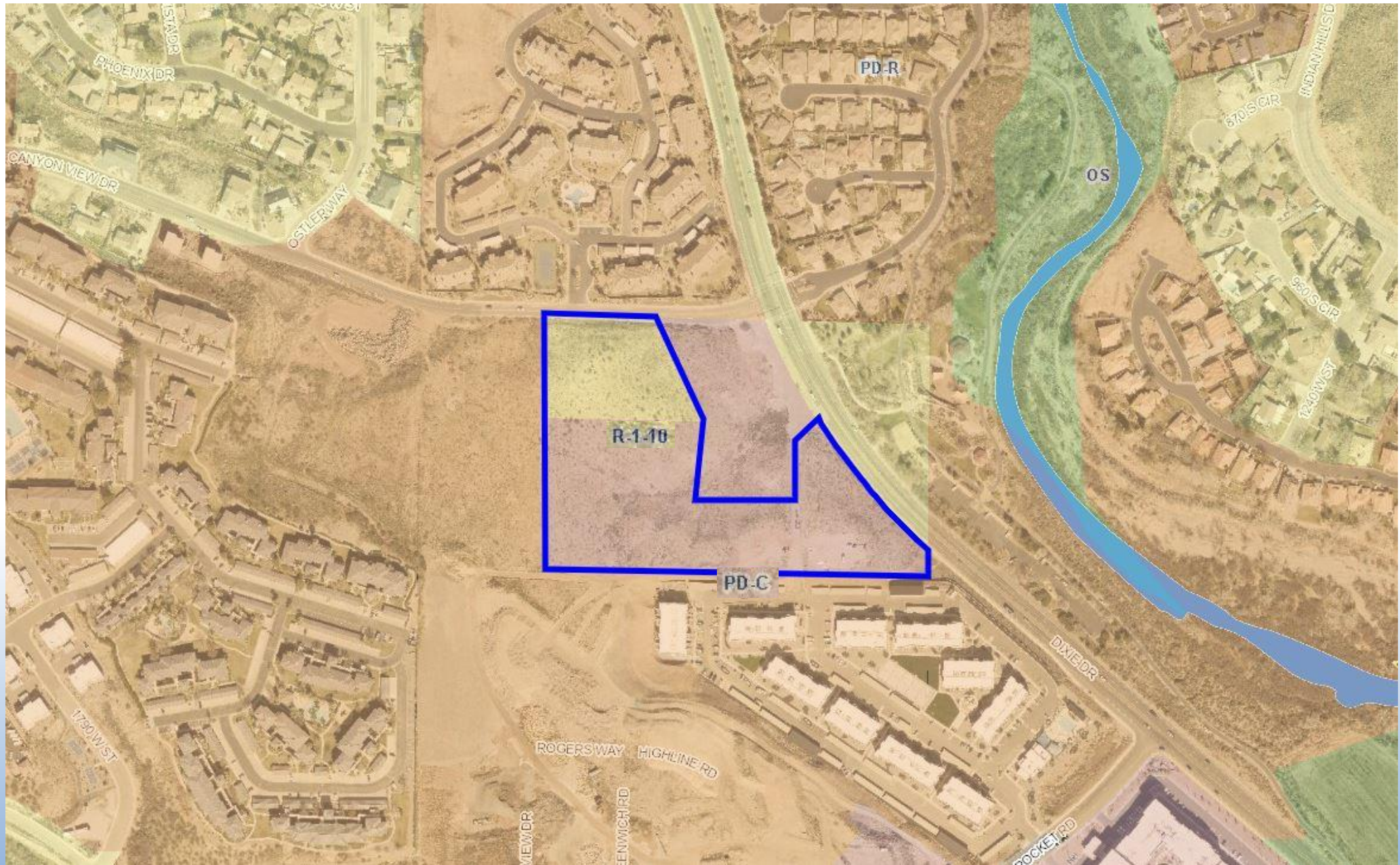
# LOCATION



# GENERAL PLAN



# ZONING

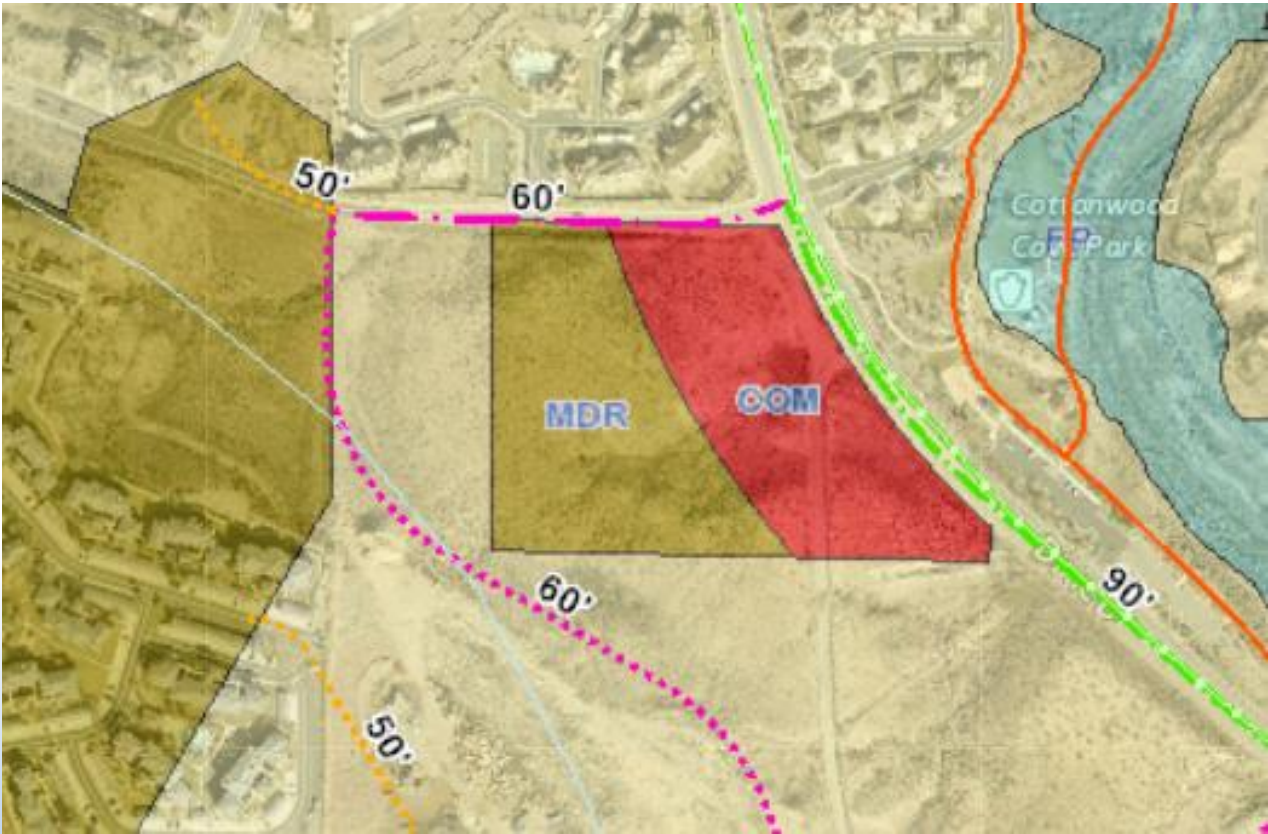
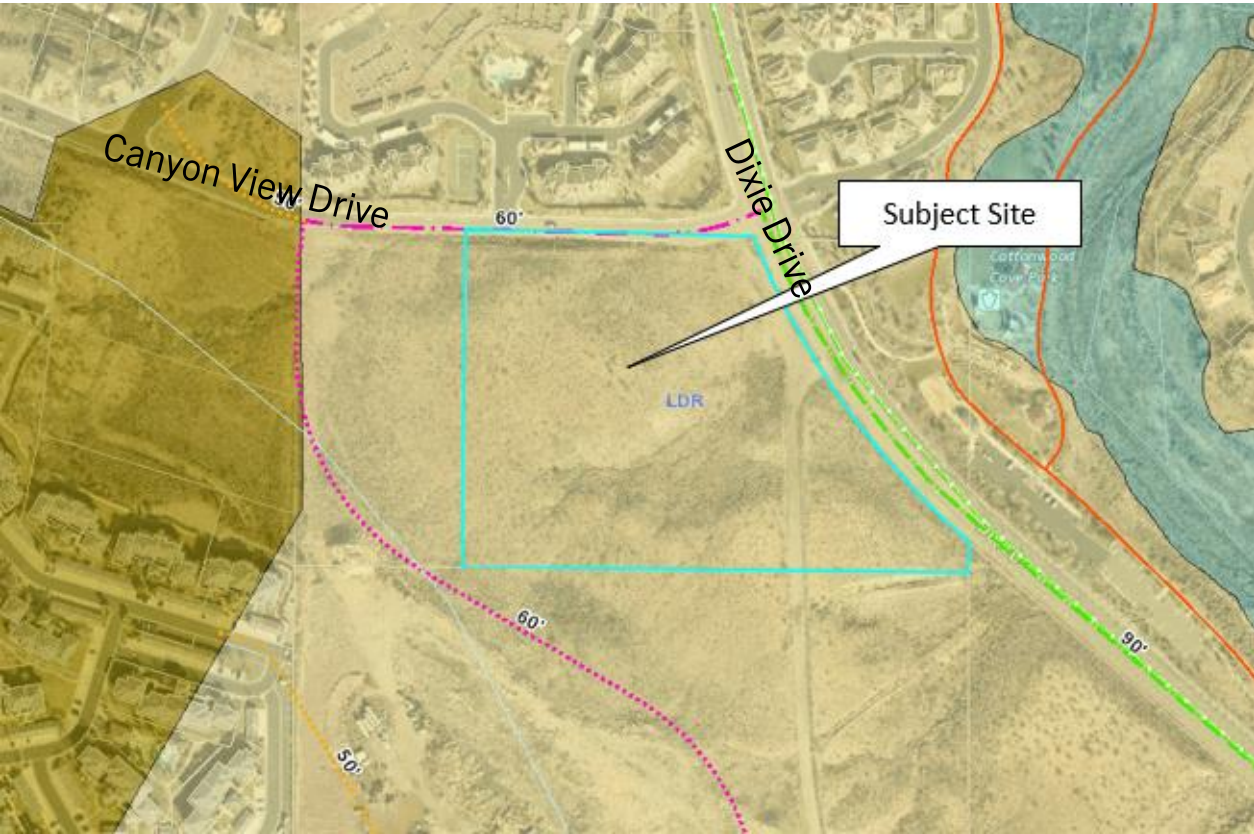


# CITY COUNCIL REQUESTS

(From February 19<sup>th</sup> Council Meeting)

- Show past general plan amendments and zone changes
- Show previously presented accesses
- Contours and Cross Sections
- Road patent information

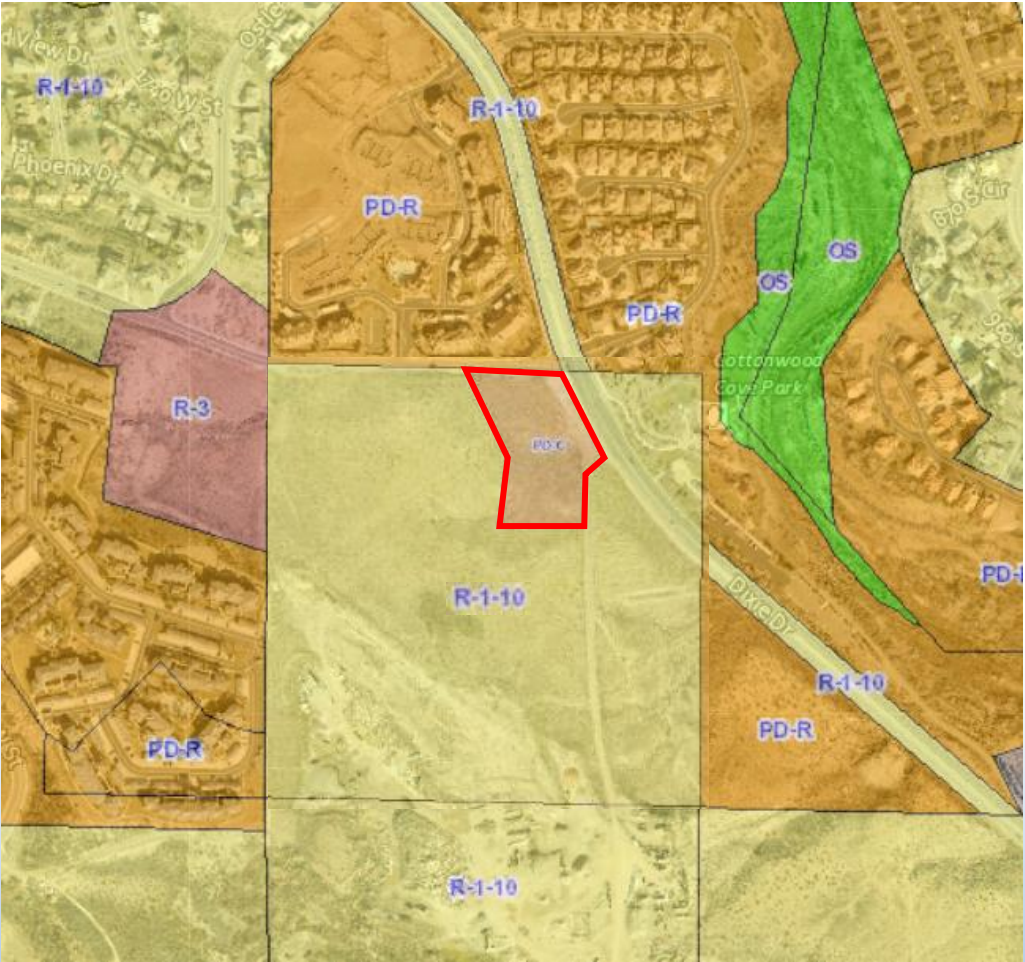
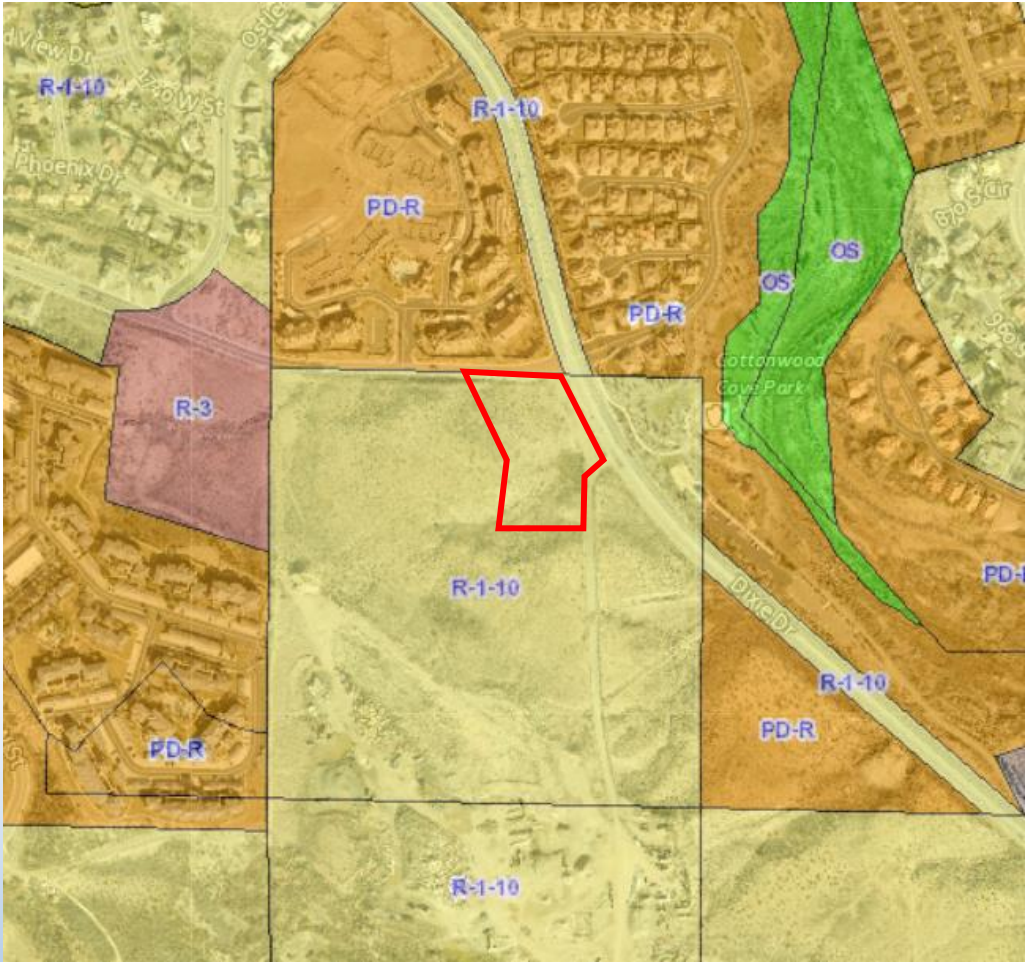
# GENERAL PLAN AMENDMENT IN 2018 LDR TO MDR & COM



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

# ZONE CHANGE IN 2018

# R-1-10 TO PD-C



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

# ZONE CHANGE IN 2018

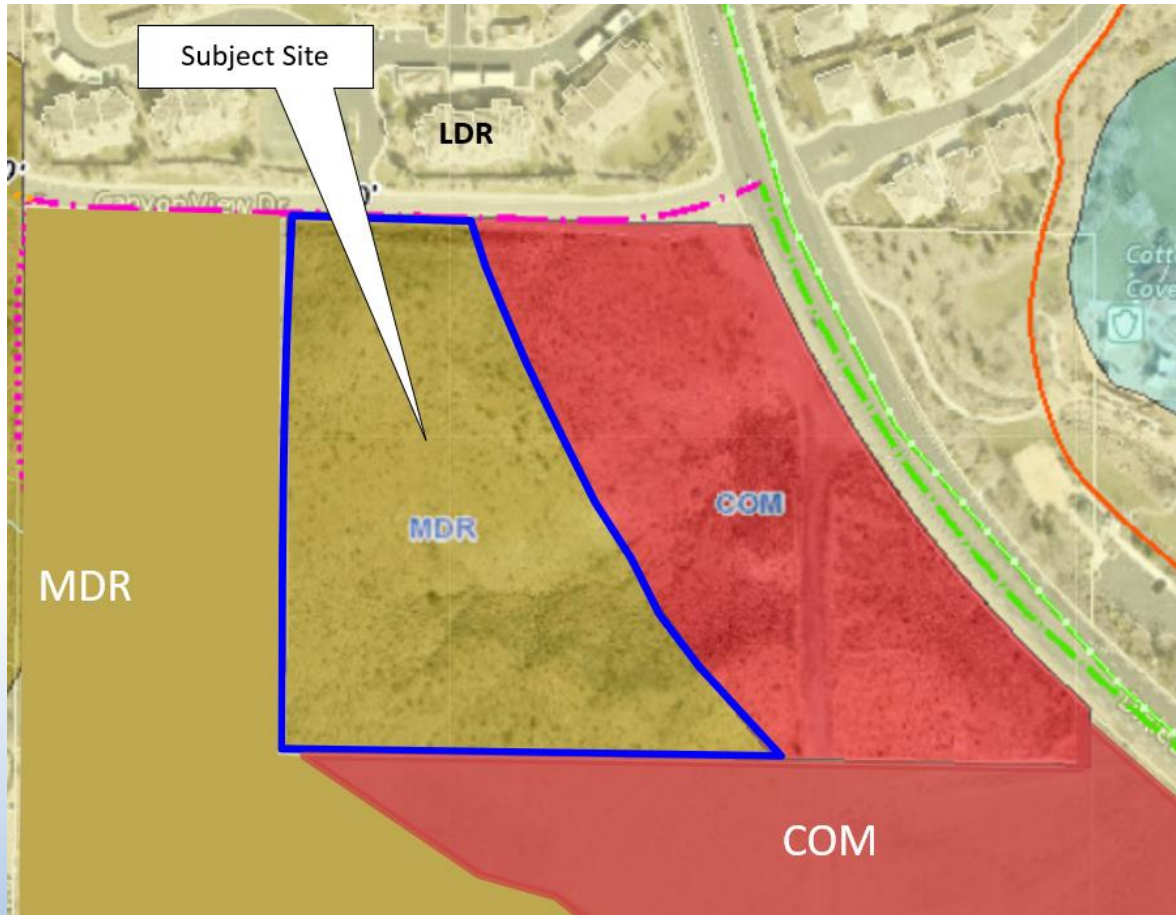
# R-1-10 TO PD-C



**SOUTHERN UTAH - C-STORE**

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

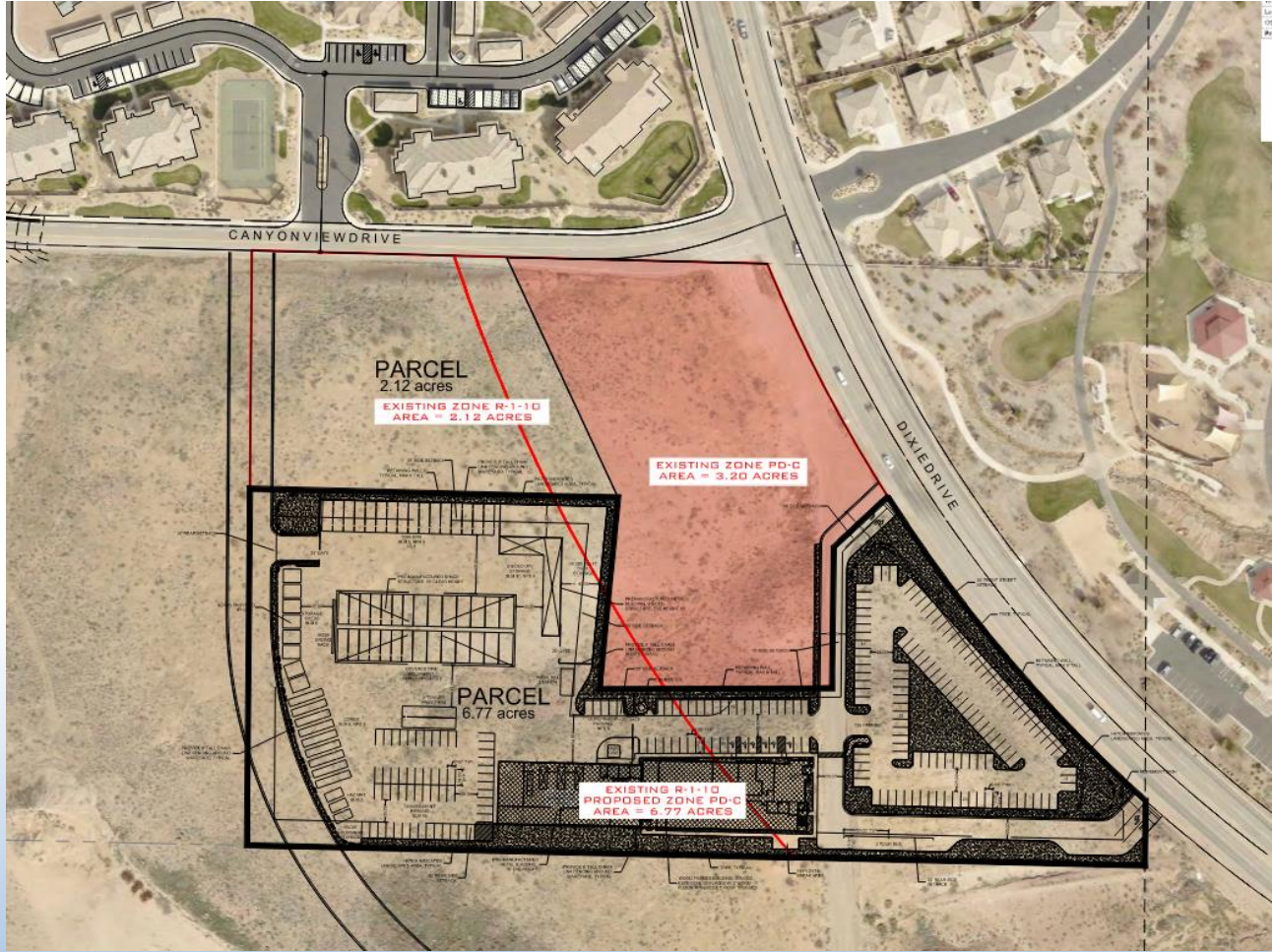
# GENERAL PLAN AMENDMENT IN 2018 MDR TO MHDR



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

# ZONE CHANGE IN 2021

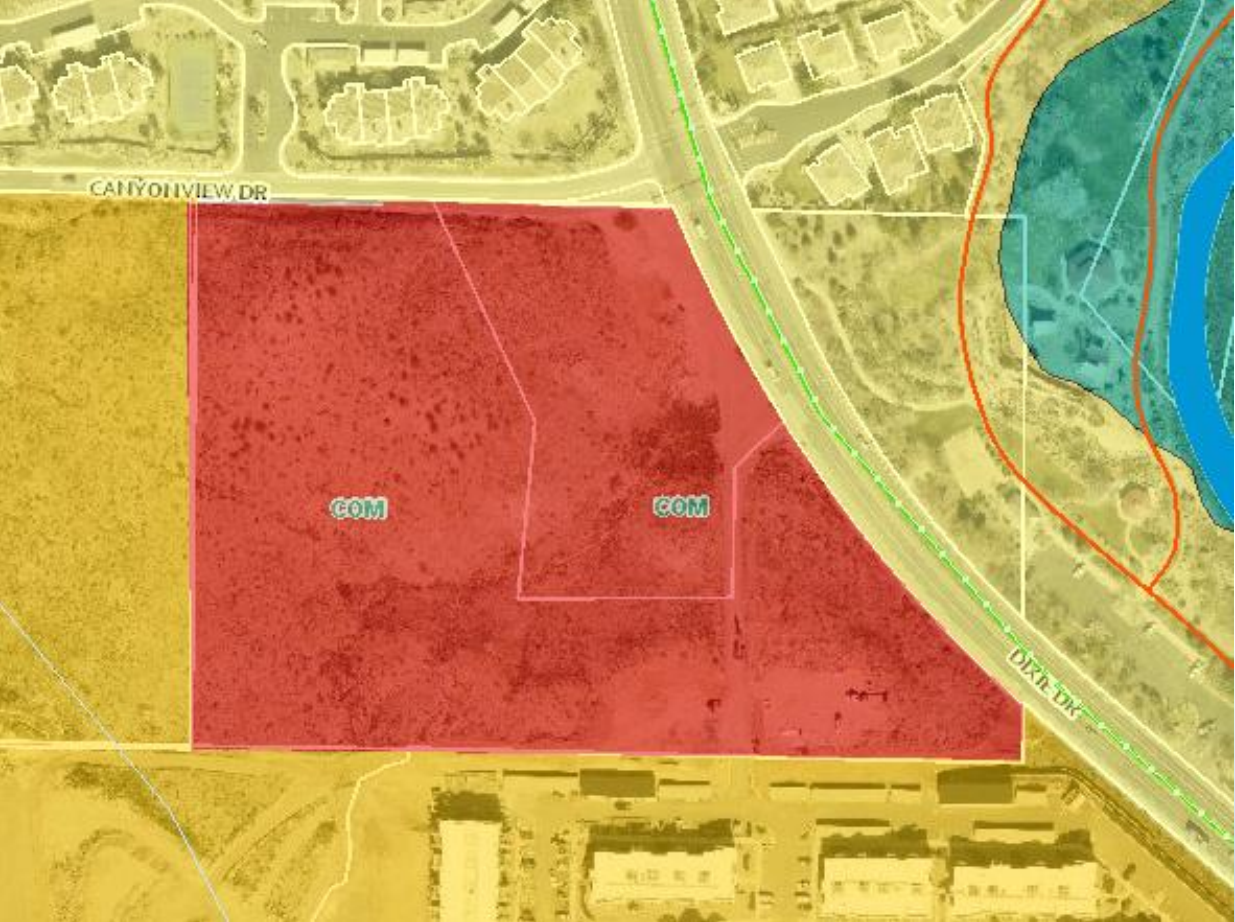
# R-1-10 TO PD-C (BLM)



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

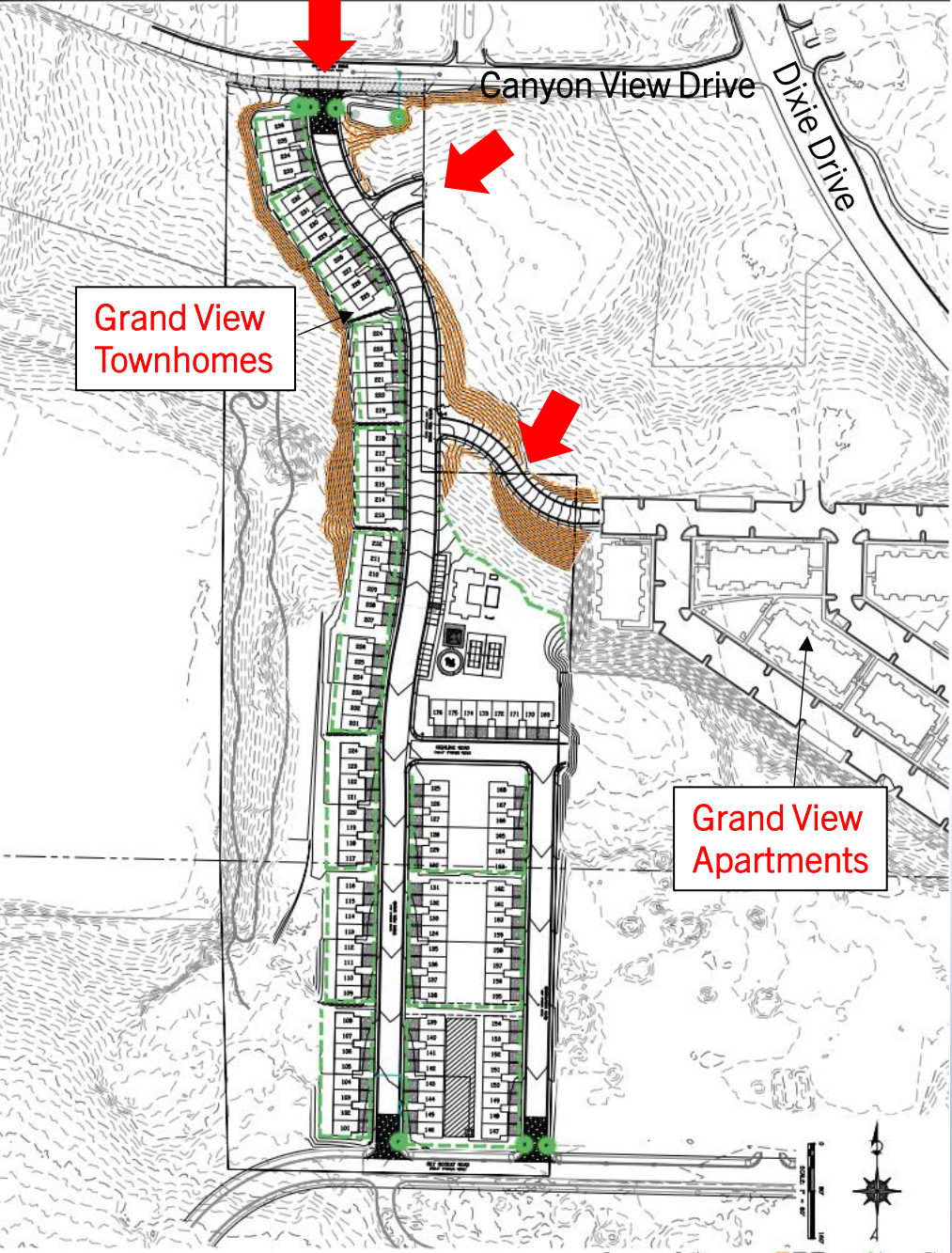
# GENERAL PLAN AMENDMENT IN 2022

# MHDR TO COM

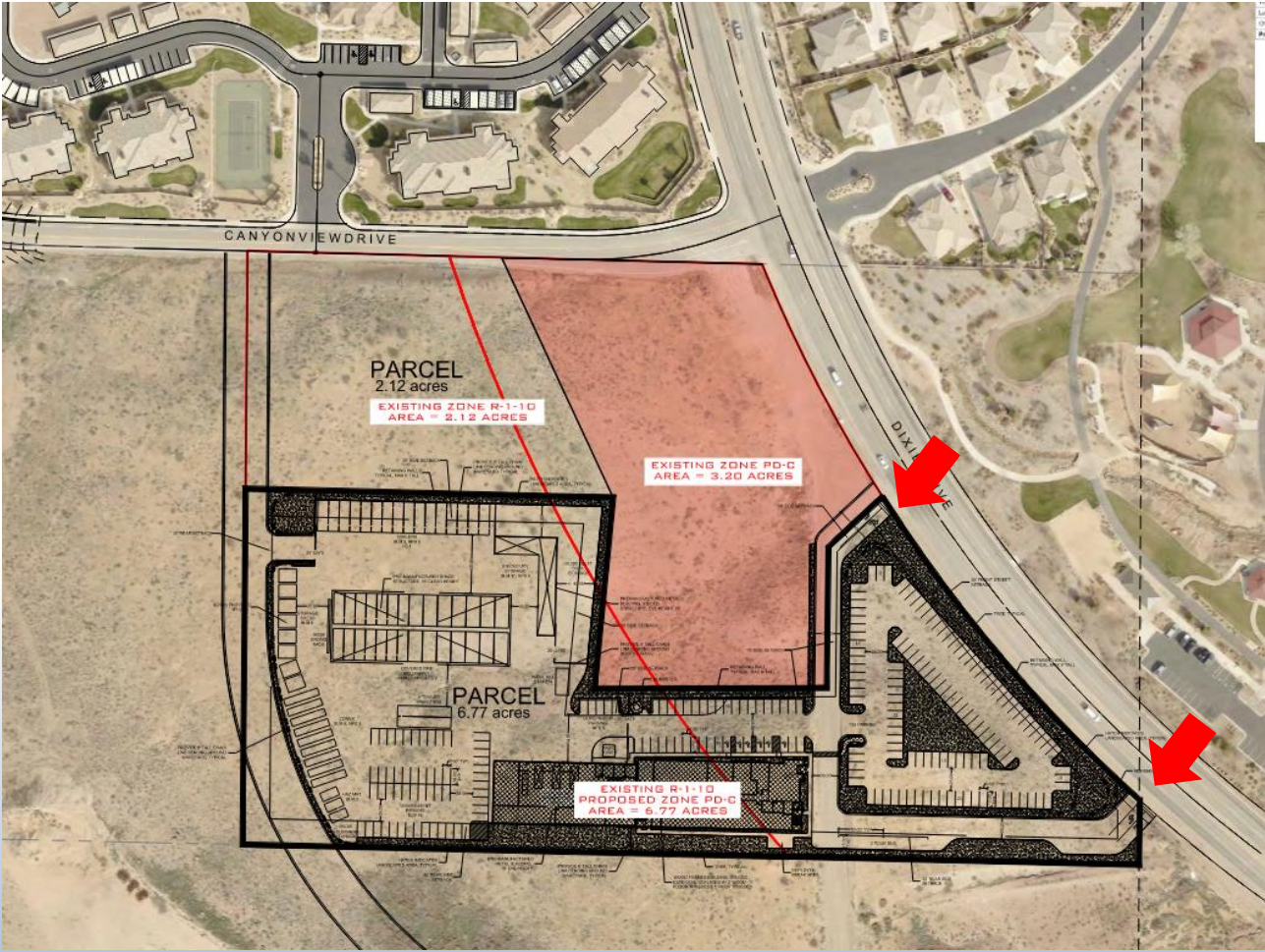


Approved 02/03/2022 (2022-GPA-002)  
COM = Proposed location of Rise Up Health

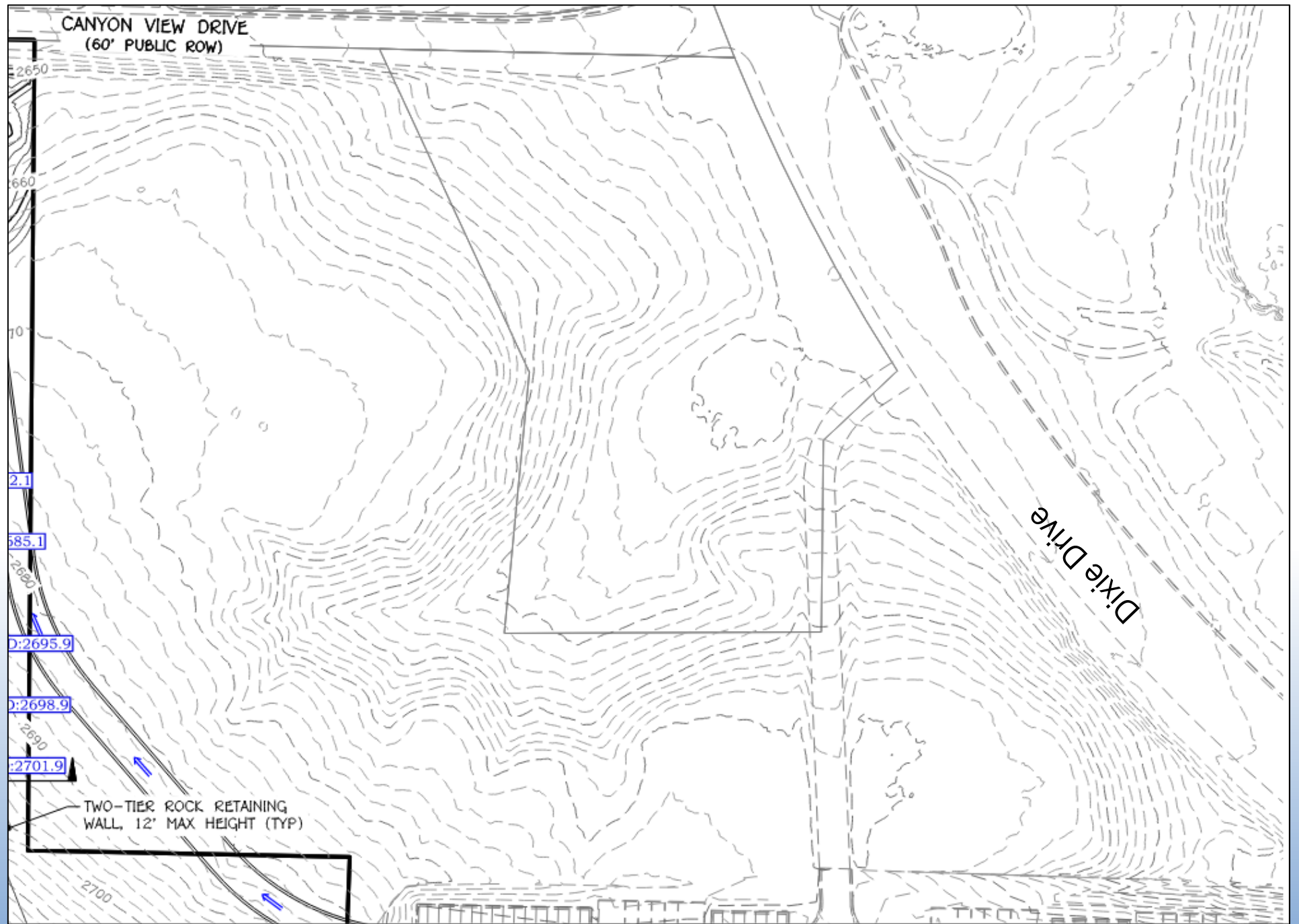
# ACCESS FROM PREVIOUSLY PRESENTED PROJECTS



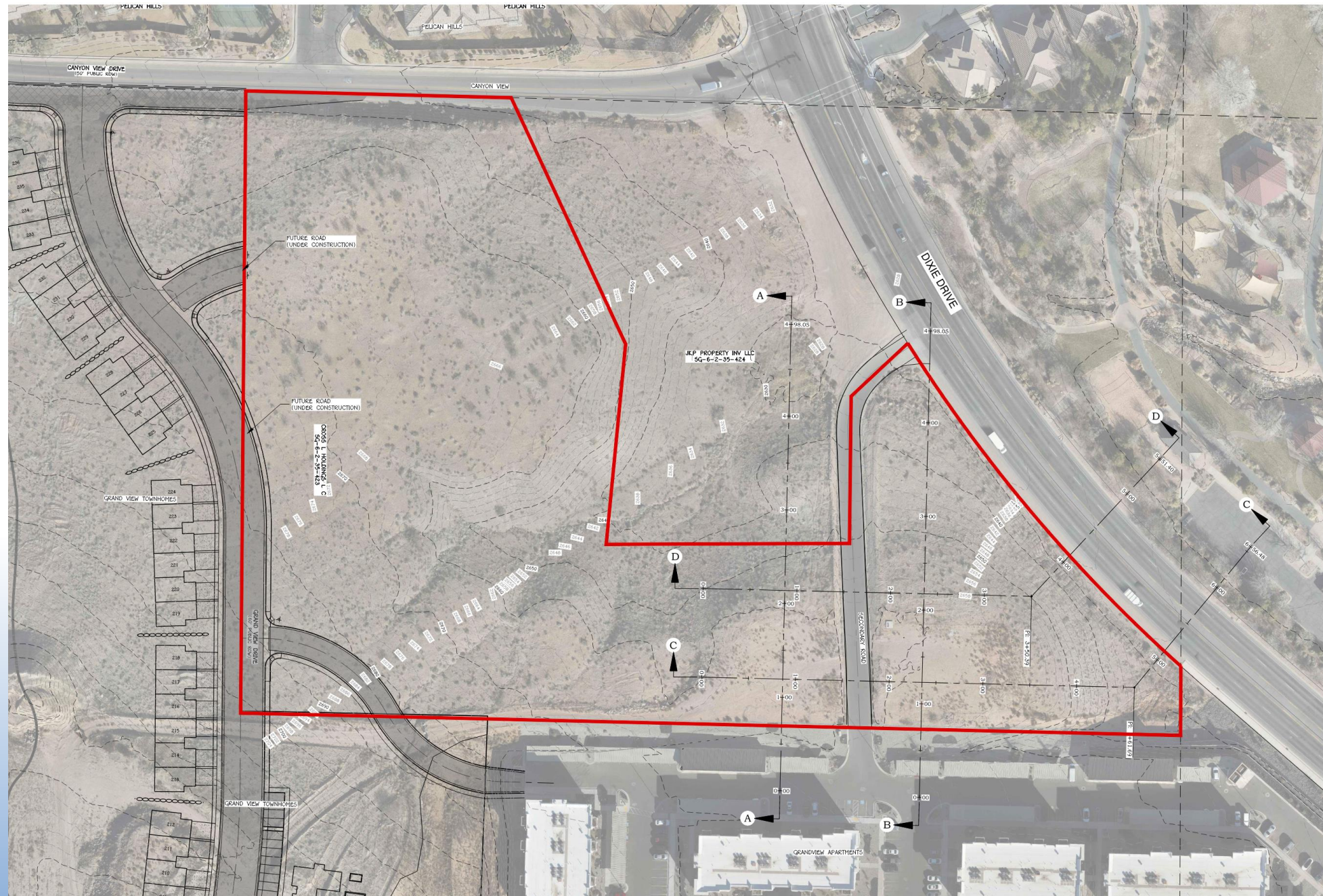
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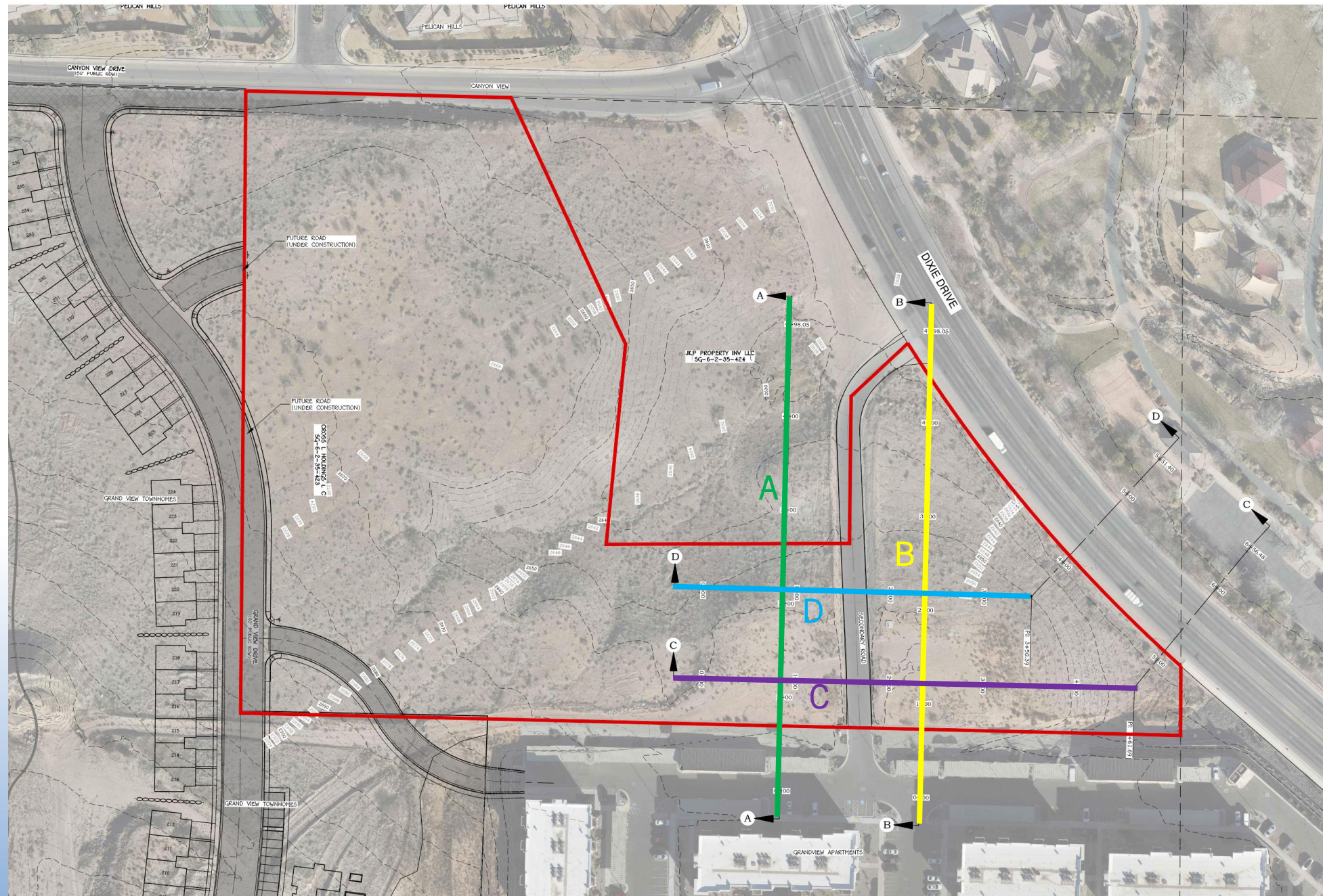
# CONTOURS



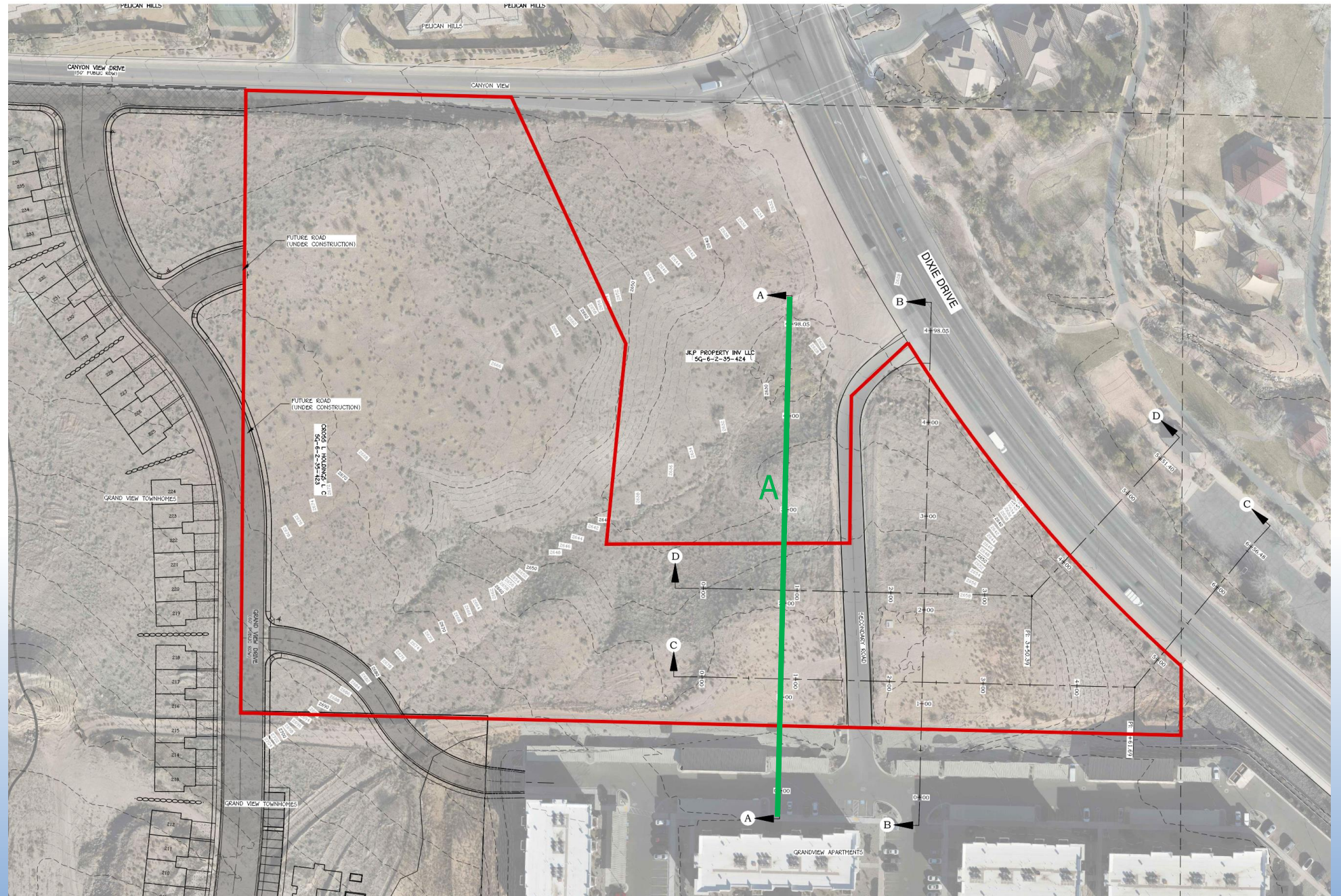
# CONTOURS



# CONTOURS

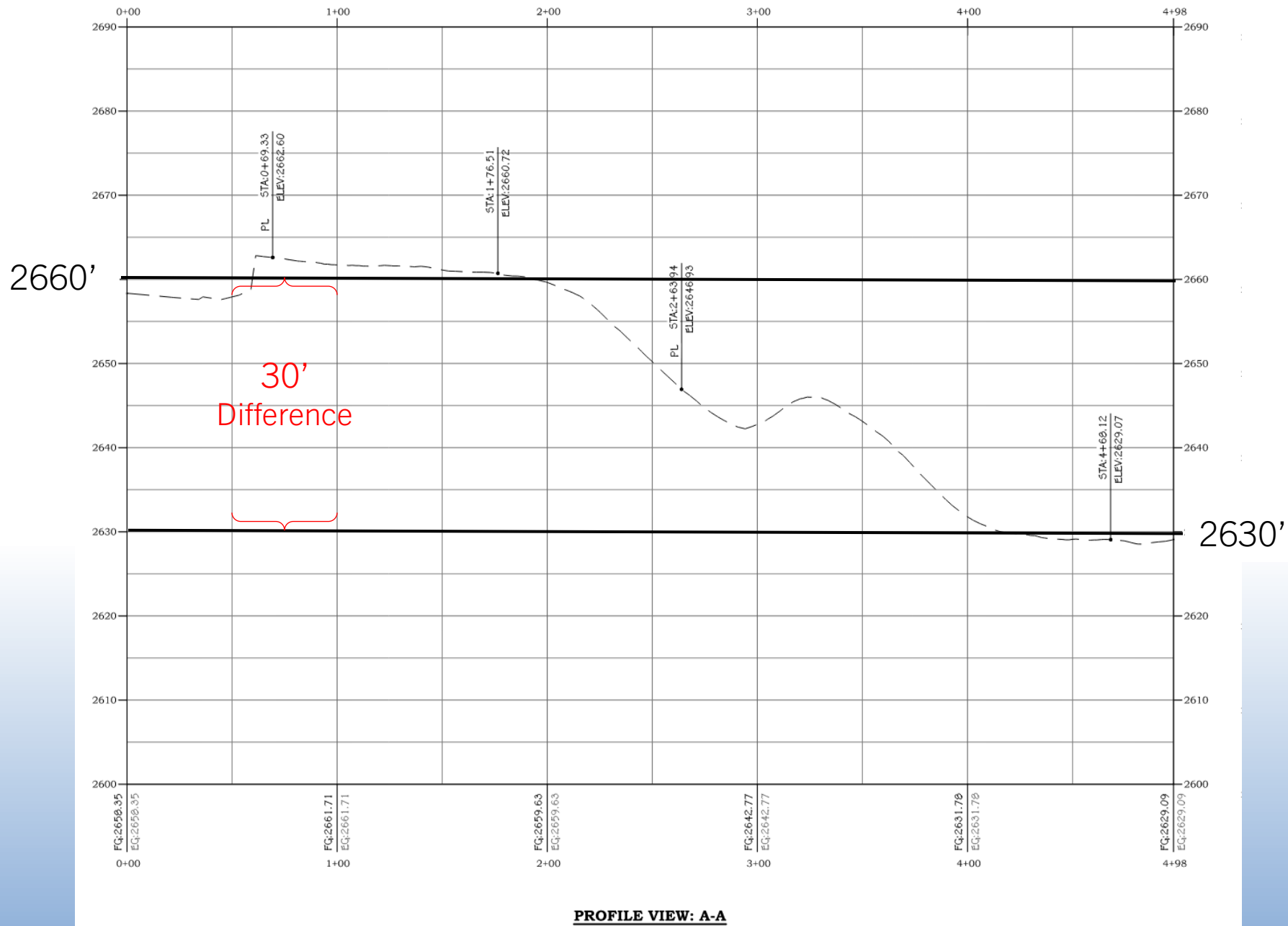


# CONTOURS



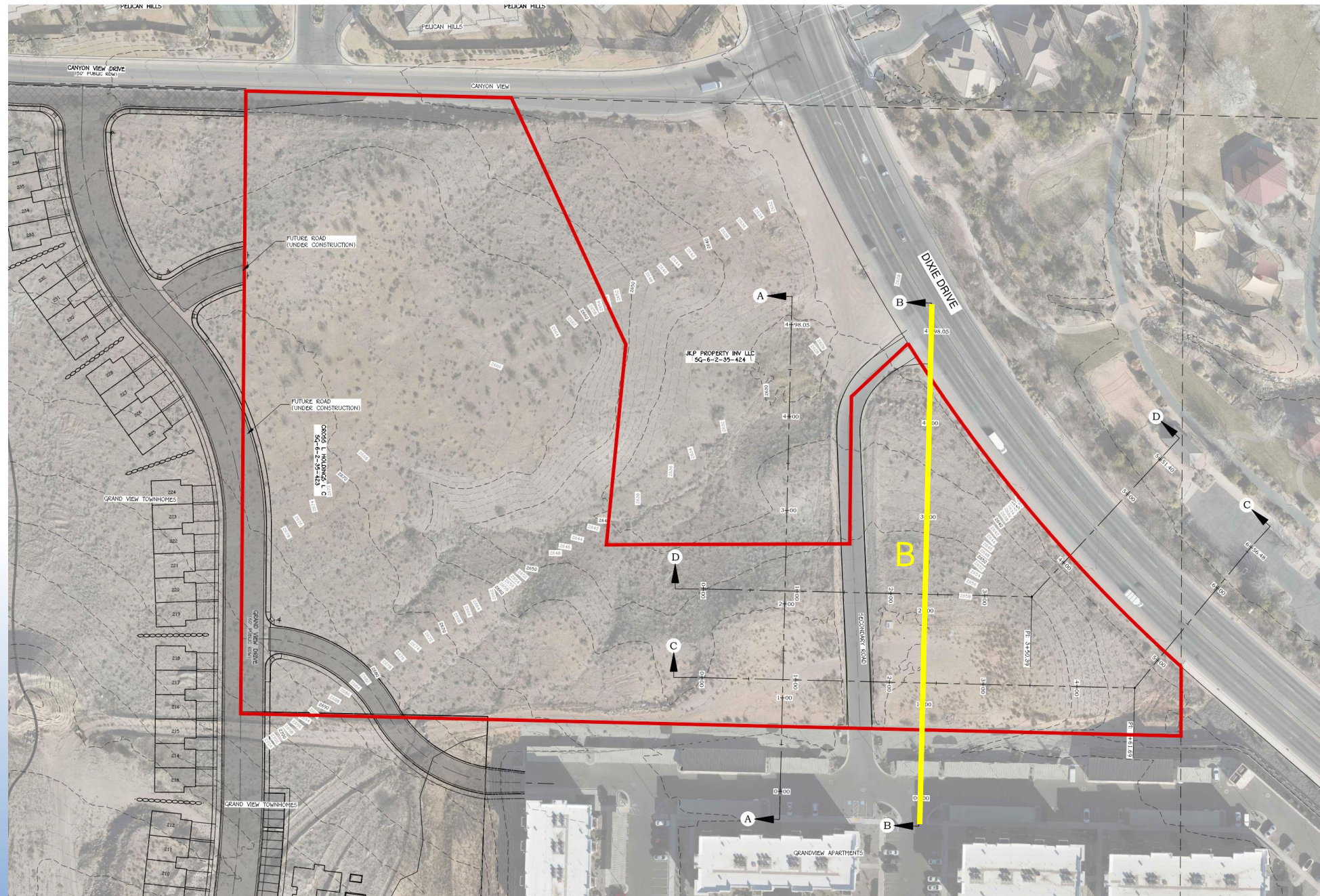
# CROSS SECTION

## A



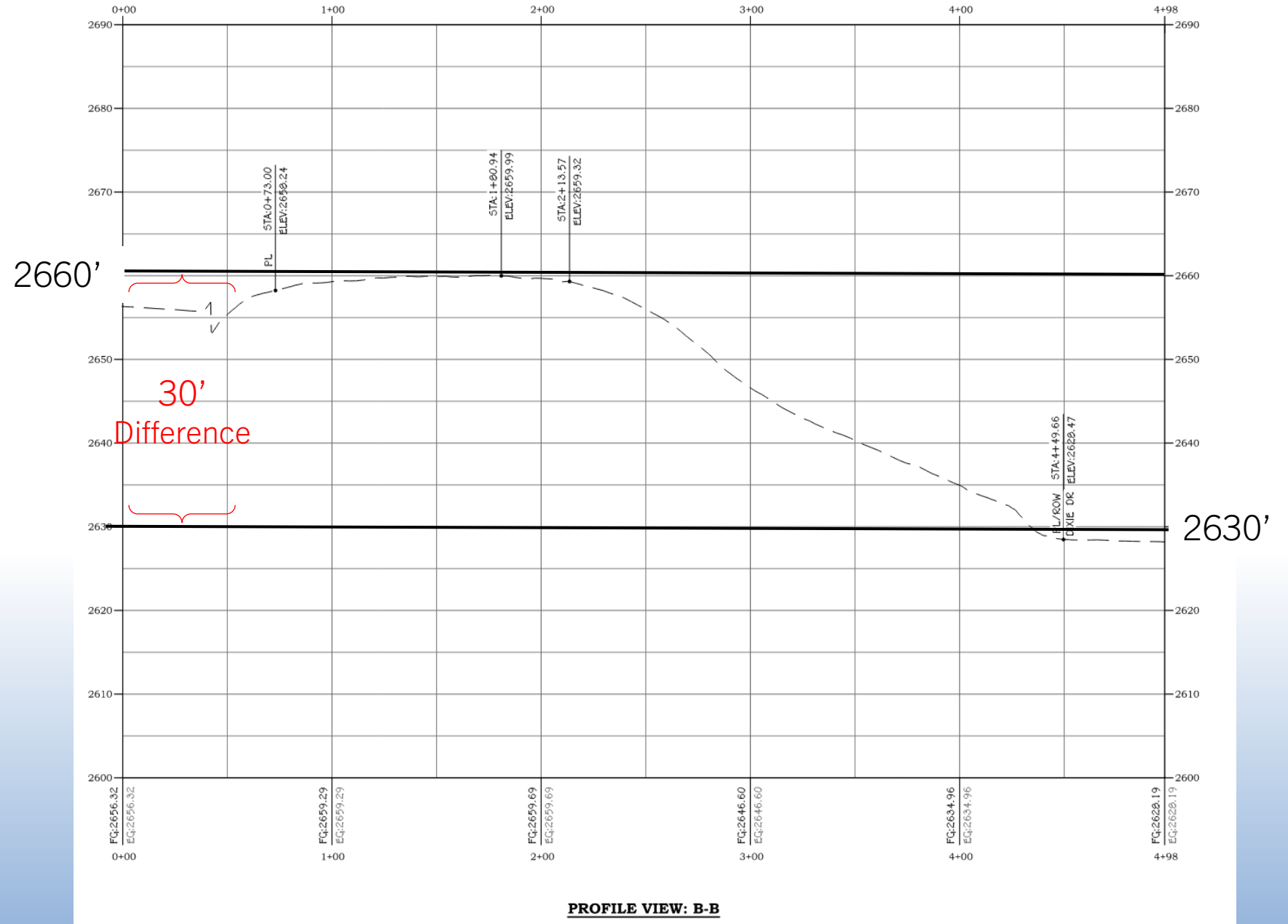
PROFILE VIEW: A-A

# CONTOURS

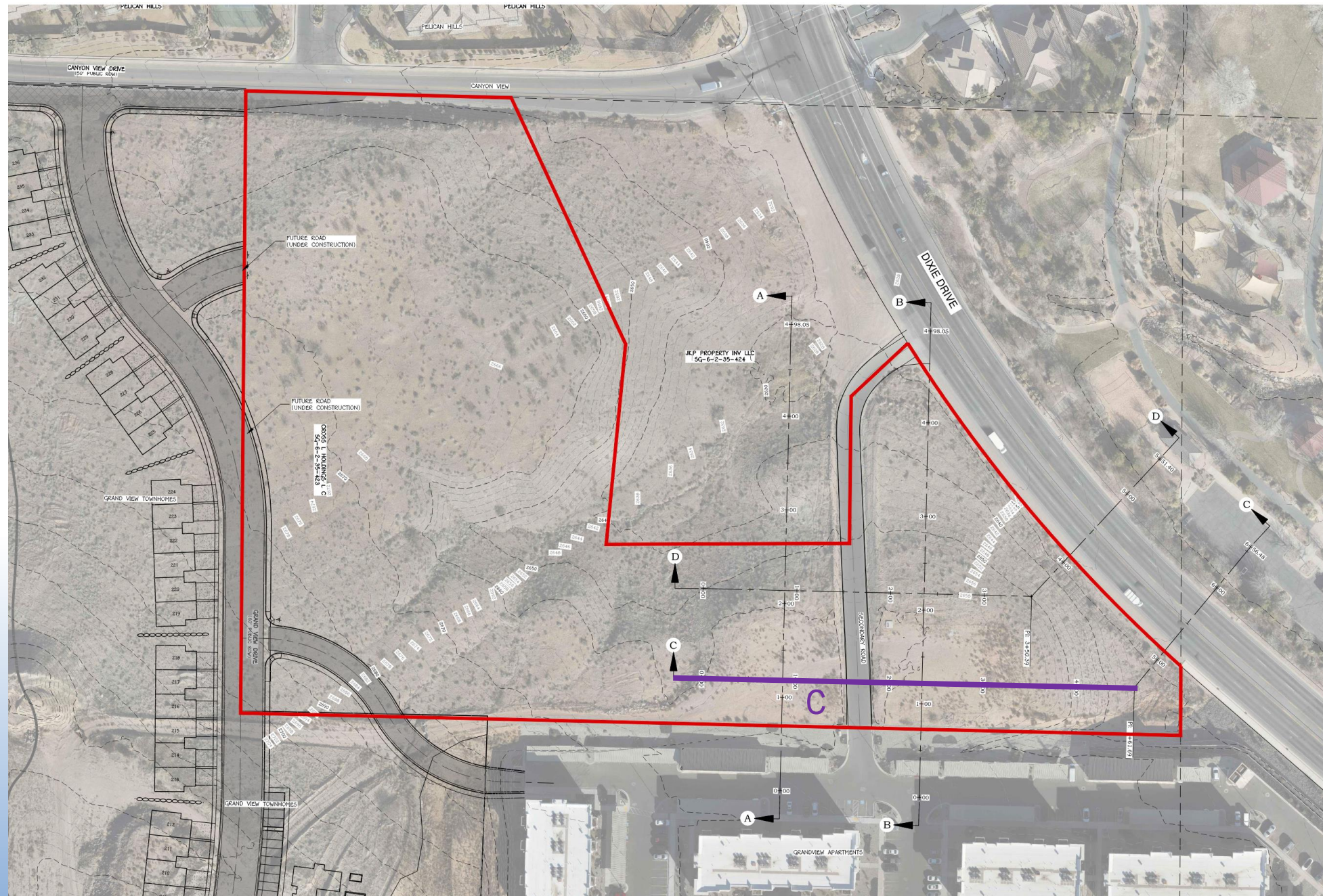


# CROSS SECTION

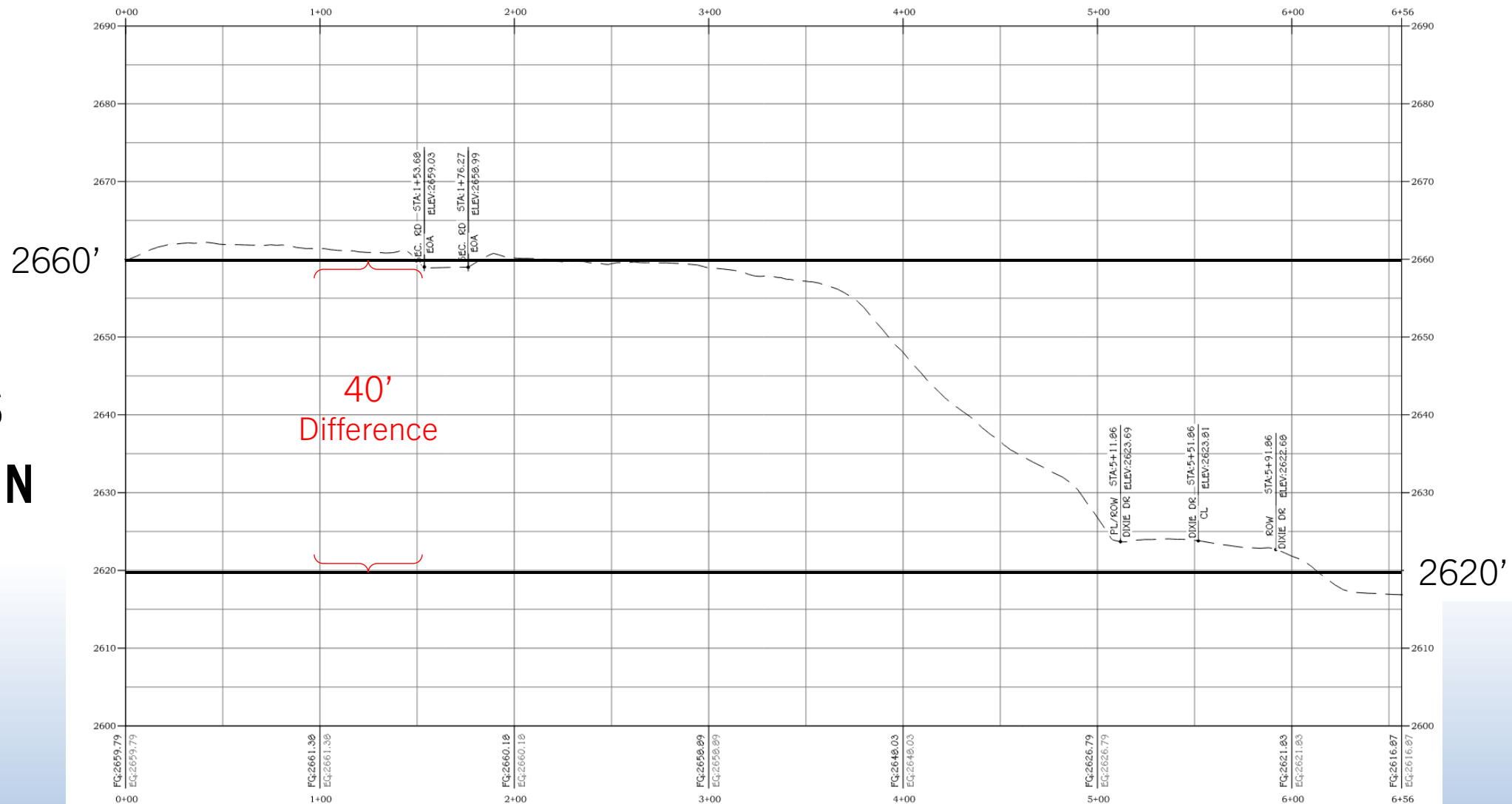
## B



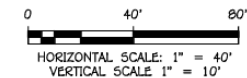
# CONTOURS



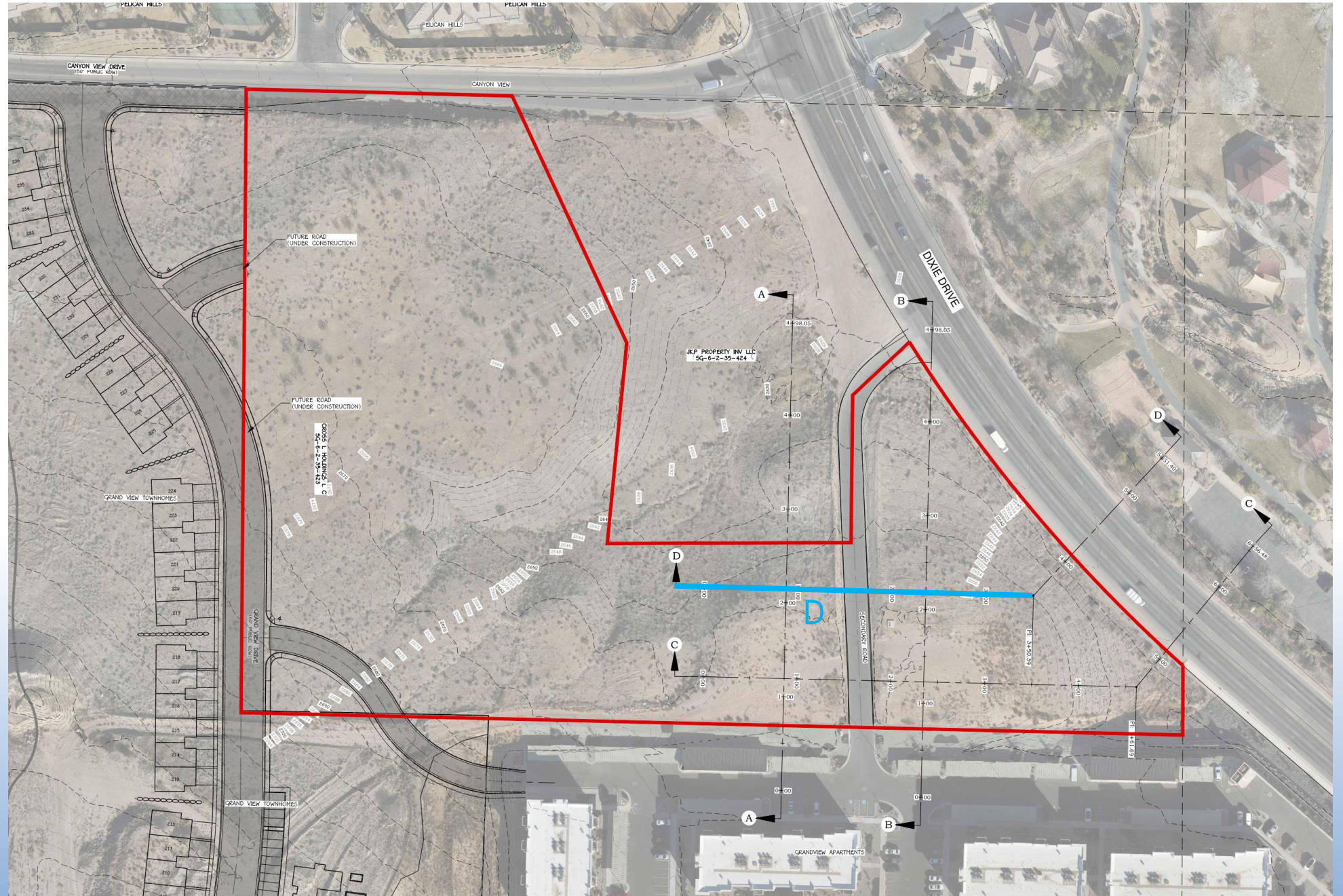
# CROSS SECTION C



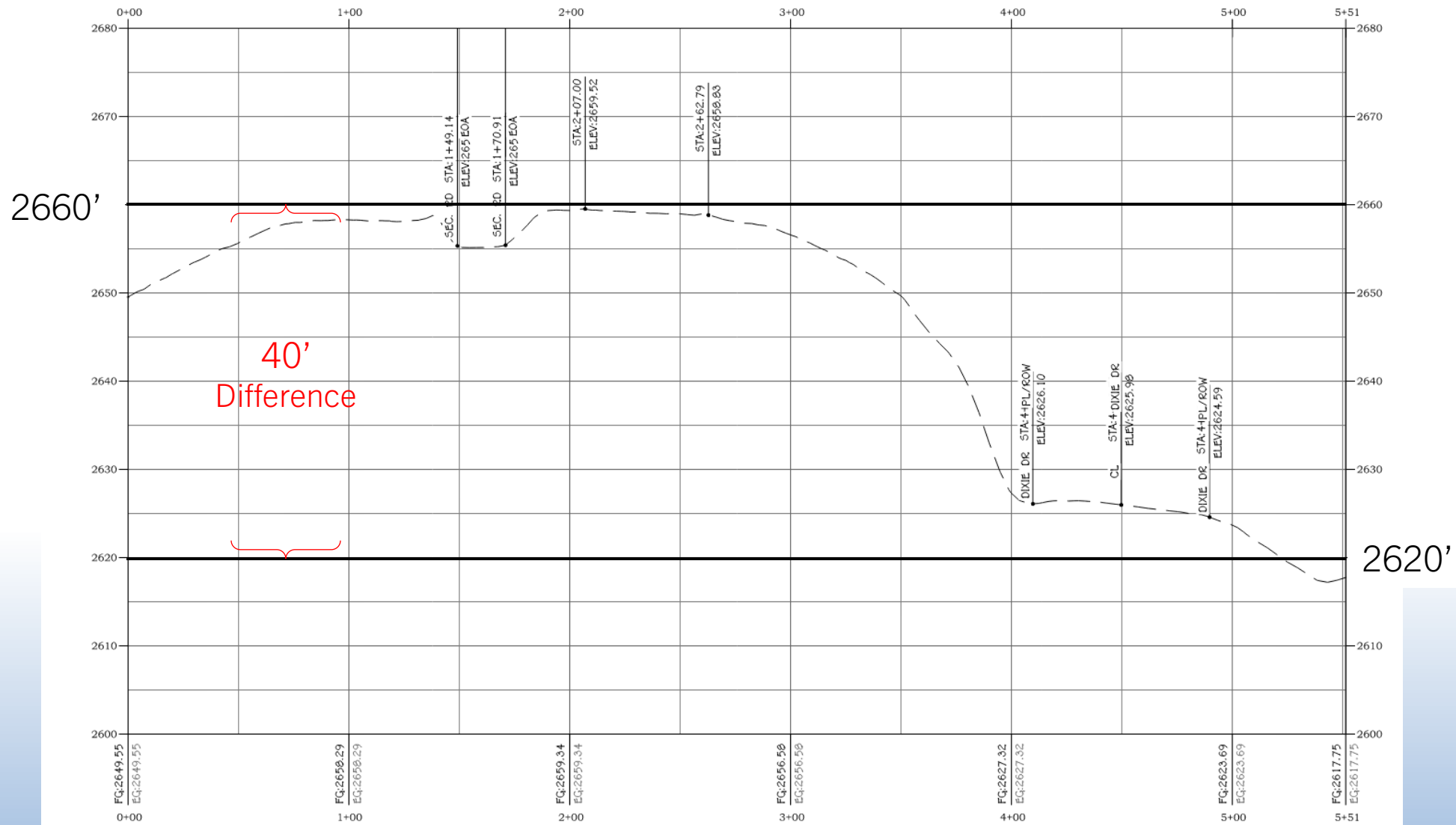
PROFILE VIEW: C-C



# CONTOURS



# CROSS SECTION D

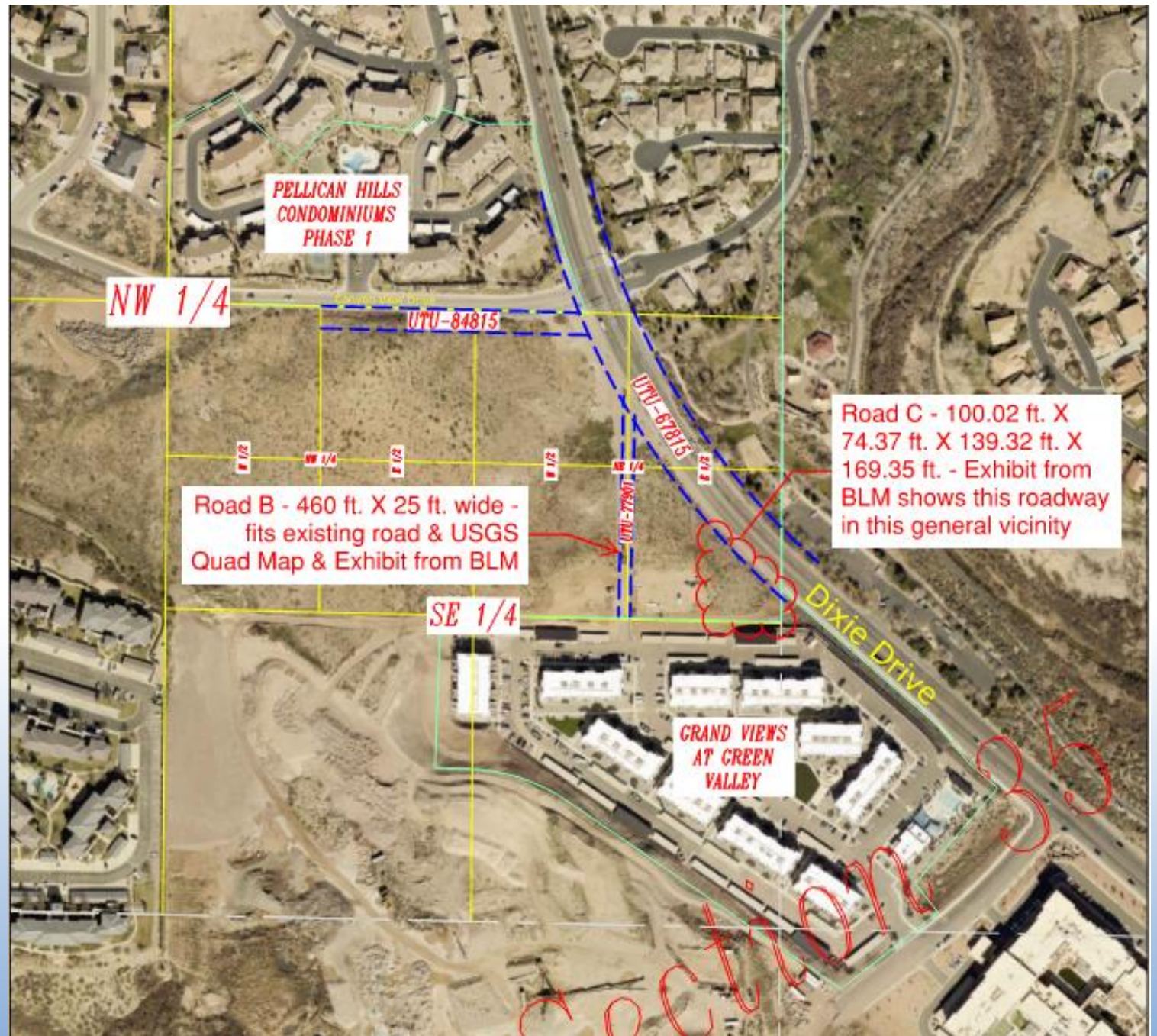


**PROFILE VIEW: D-D**

# ROAD PATENT



# ROAD PATENT



## **RECOMMENDATION**

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

## **POSSIBLE MOTION**

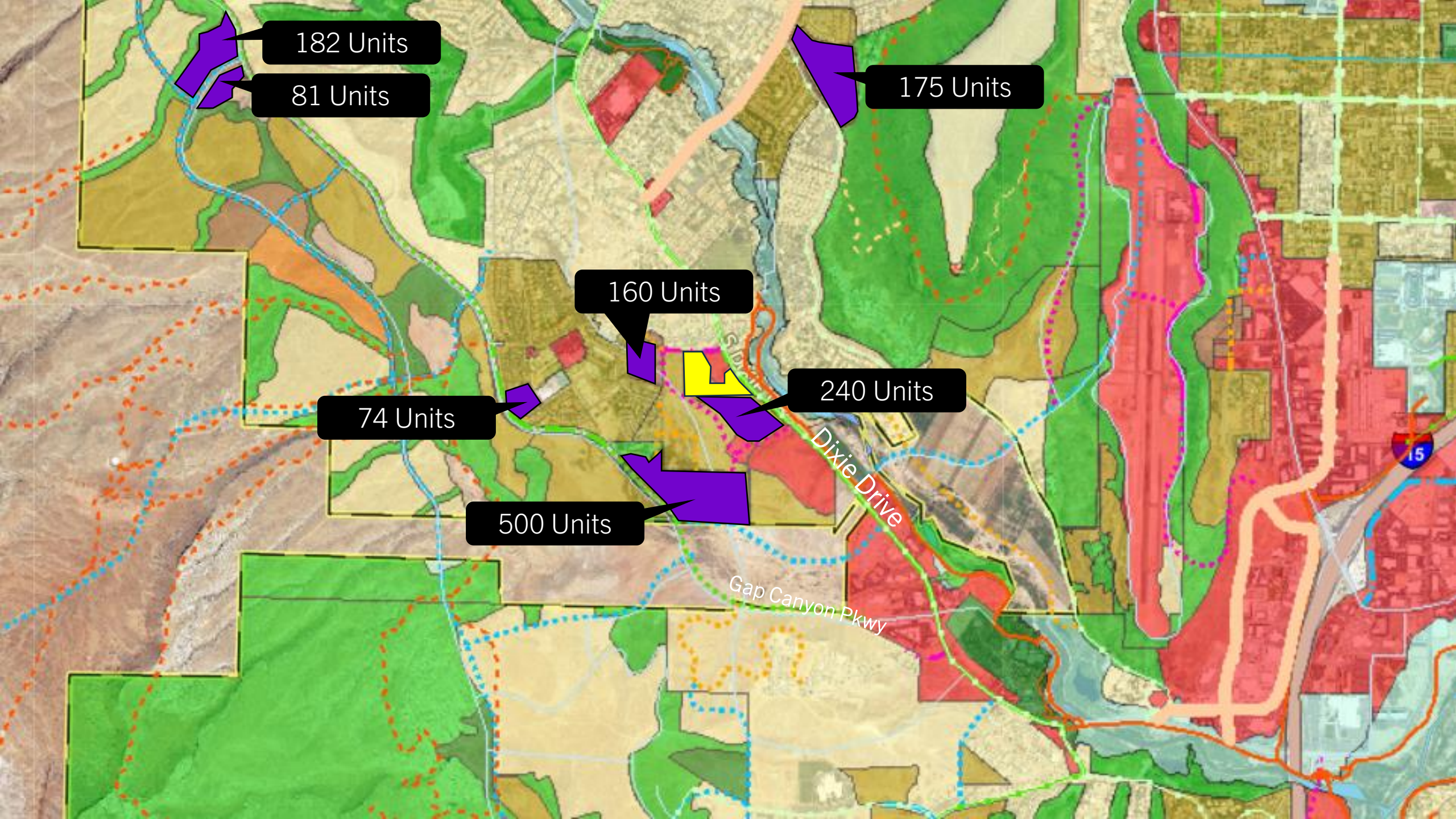
“I move that we approve the Dixie Drive General Plan Amendment, based on the findings listed in the staff report.”











182 Units

81 Units

175 Units

160 Units

240 Units

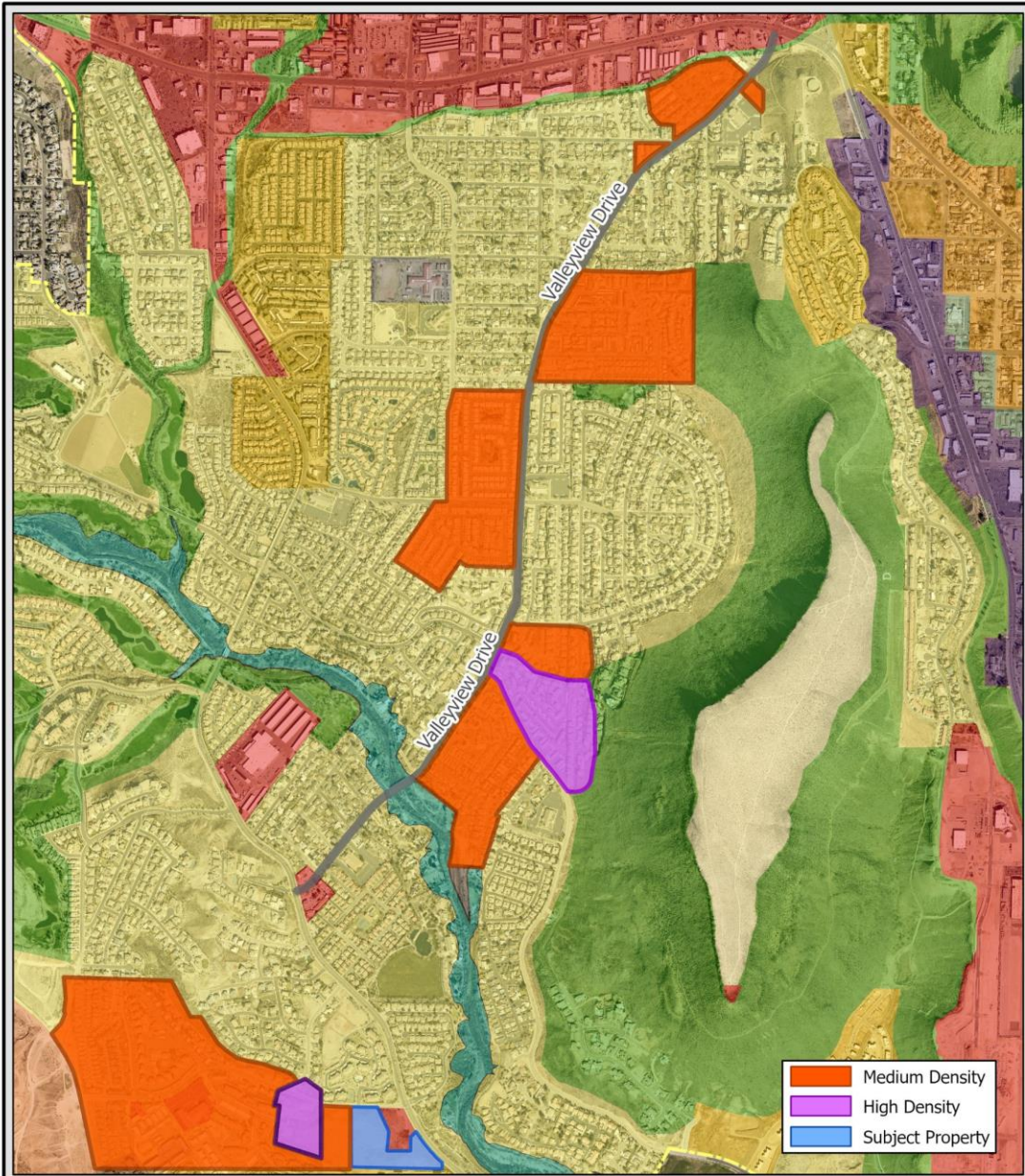
74 Units

500 Units

Dixie Drive

Gap Canyon Pkwy

15

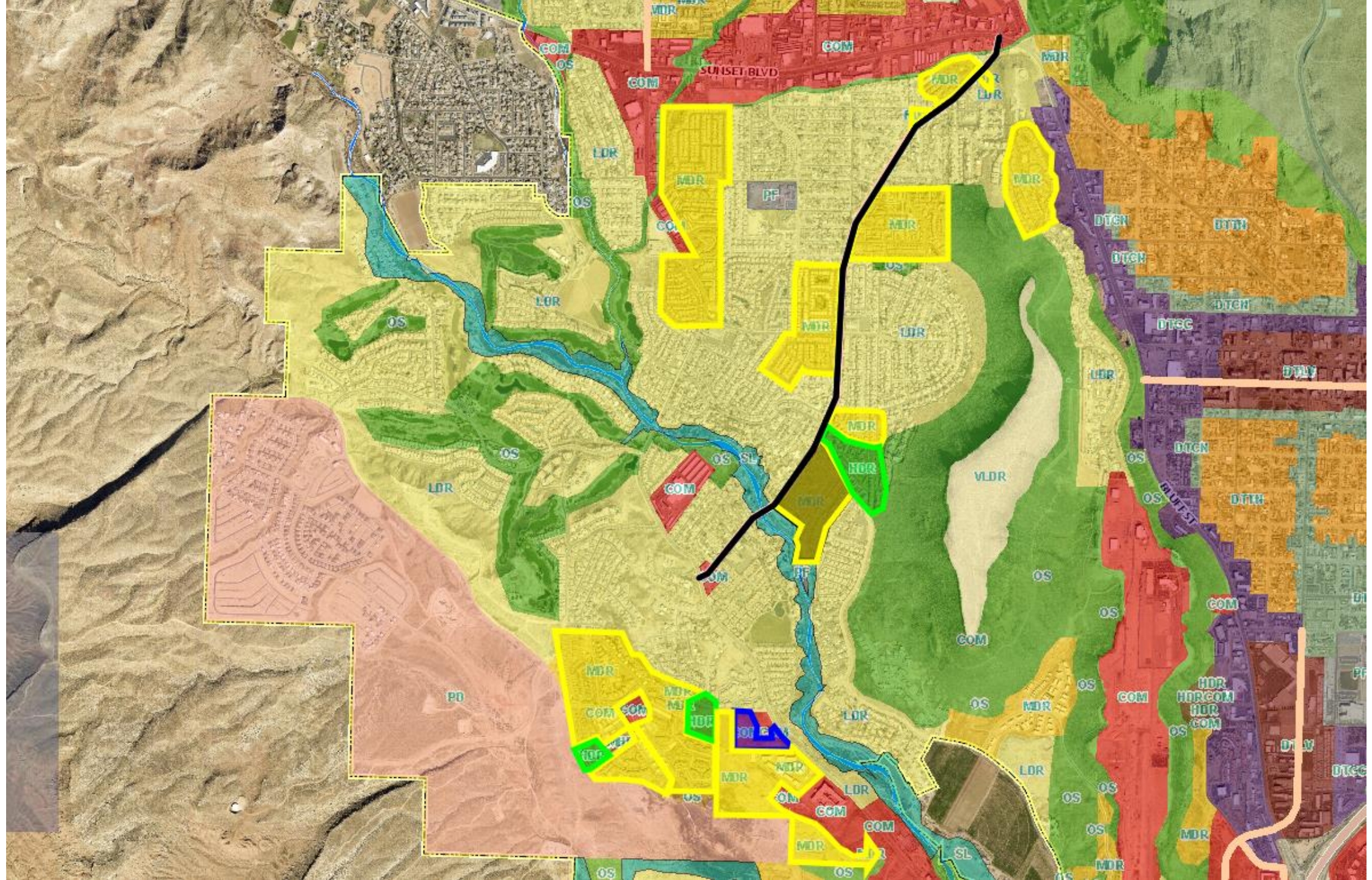


- Medium Density
- High Density
- Subject Property



### DIXIE DRIVE GENERAL PLAN AMENDMENT





**Exhibit D**  
**Bureau of Land Management ROW Document**



## United States Department of the Interior



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

December 17, 2009

**IN REPLY REFER TO:**

2710/2800  
(ROW serial number) UTU-77901  
(Sale serial number) UTU-87603  
(UT-100)

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

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

Dear Mr. Rogers:

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

T 42 S., R 16 W., Salt Lake Meridian, Washington County, Utah  
Section 35: Lot 2, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  (5.09 acres)

containing 12.56 acres, more or less.

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

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

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

- 1) You can maintain the ROW under its current terms and conditions, including expiration date of **in perpetuity** (status quo). The patent, if issued, would be subject to the ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself.
- 2) You can attempt to negotiate an easement with the prospective patentee that would become effective at the time of patent issuance. Upon request, the name(s) and address(es) of the apparent high bidder(s) of the sale parcel(s) shall be available immediately after the sale date. You and the prospective patentee must jointly notify BLM at the above address in writing if an agreement is reached prior to patent issuance, and if so, the patent shall not be issued subject to the ROW. If an agreement cannot be reached prior to patent issuance, Option 1 above (the status quo) shall automatically be implemented. Failure of you and the prospective patentee to reach an agreement shall not be justification to postpone issuance of the patent.
- 3) You may request amendment of the ROW to convert the term of the ROW to perpetuity. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW. In the application (Standard Form 299) copy enclosed, you must check Item 5.c., and must indicate in Item 7 that you are requesting conversion of the existing ROW to a perpetual ROW. Issuance of an amendment grant shall require a one-time payment of rental in accordance with the regulations, and must be submitted in full prior to issuance of an amendment grant. Individuals shall not be allowed to make incremental payments. This one-time rental payment shall be in addition to any previous rental paid for the ROW, however credit for rental previously paid shall be given for the "unused" portion of the rental on a prorated, actual dollar basis. Please be aware that a perpetual ROW shall only be granted if the public land is conveyed out of Federal ownership. The patent, if issued, would be subject to the perpetual ROW, and the patentee would succeed to the interest of the United States in all matters relating to the management of the ROW. Any disputes over compliance with the use and the terms and conditions of the ROW would be considered a civil matter between the patentee and yourself. In the event the amendment application would be rejected, Option 1 above (the status quo) shall automatically be implemented. If the public land is not sold and is retained in Federal ownership, the amendment application may be held in abeyance pending a determination for future consideration of disposal of the land.
- 4) You may request amendment of the ROW to convert the ROW to a perpetual easement. An application to amend the ROW must be submitted, and the amendment application shall be subject to payment of applicable application processing and monitoring fees and potential changes in the terms, conditions, and stipulations of the ROW/easement. In the application (Standard Form 299), you must check Item 5.c., and

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

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

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

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

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

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

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

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

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

Attention:  
Chuck Valentine  
Jimmy Tyre

To Whom it May Concern:

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

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

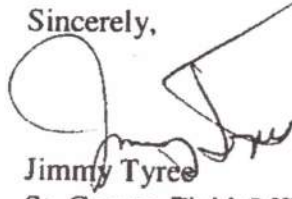
Document hand delivered  
St. George BLM Field Office  
345 East Riverside Drive  
Friday Feb. 12, 2010

Sent by certified mail  
Friday Feb. 12, 2010

Rogers Construction  
Richard Rogers

*Richard Rogers*  
*Feb. 12 2010*

Sincerely,

A handwritten signature in black ink, appearing to read "Jimmy Tyree". The signature is stylized with a large initial "J" and a long horizontal stroke.

Jimmy Tyree  
St. George Field Office Manager

Enclosures: ROW Grant  
Sale Parcel Map  
SF-299

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

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

2. Nature of Interest:

a. By this instrument, the holder:

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

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

Salt Lake Meridian:  
T. 42 S., R. 16 W.,  
sec. 35, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ .

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



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

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

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

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

3. Rental:

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

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs, attached hereto as "Exhibit A", are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The holder of Right-of-Way UTU-77901 agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on the Right-of-Way (unless the release or threatened release is wholly unrelated to the Right-of-Way holder's activity on the Right-of-Way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

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

<u>Richard Rogers</u> (Signature of Holder)	<u>James D. Crest</u> (Signature of Authorized Officer)
<u>President</u> (Title)	<u>St. George Field Office Manager</u> (Title)
<u>10/28/99</u> (Date)	<u>11/1/99</u> (Effective Date of Grant)

**EXHIBIT A**  
**PLAN OF DEVELOPMENT**  
**FOR**  
**ROGERS CONSTRUCTION COMPANY**  
**ACCESS ROAD**  
**UTU-77901**

**Purpose and Need for the Facility:**

Richard Rogers is in the process of acquiring public land near Green Valley in St. George Utah. To access the property that Mr. Rogers is acquiring, he needs to cross a parcel of public land leased to the Washington County School District. There is an existing road that crosses the parcel. The school district plans to build an elementary school on the leased land and the existing road would be moved to accommodate development. The school district has agreed to allow Mr. Rogers to use the existing road until development takes place. They have also agreed to allow Mr. Rogers to develop a permanent access road on the east border of the leased property.

**Facility Location:**

The proposed action location would be described as follows:

Salt Lake Meridian  
T. 42 S., R. 16 W.,  
sec. 35, NE $\frac{1}{4}$ SE $\frac{1}{4}$  NW $\frac{1}{4}$ .

**Facility Design Factors:**

The proposed action would be to use the existing road, (Road B on attached map), until development of the elementary school. At such time the portion of the right-of-way for the existing road would be terminated. The existing road would not be improved and is approximately 460 feet in length and 25 feet wide encompassing .26 acres. A permanent road, (Road C on attached map), would be developed on the east border of the leased land starting at Dixie Drive and continuing for approximately 160 feet to the Mr. Rogers acquired property. This road would encompass approximately .28 acres. Mr. Rogers would build the new road according to City of St. George road standards, and would acquire the proper City authorizations. The road would be designed to properly control drainage. The roads surface would be asphalt and a water truck would be used to sprinkle the area for dust abatement during construction. Use of the road would be permanent and year round. The project would have no relationship to Bureau transportation plans as the road leads to Mr. Rogers private property. All activities associated with the construction, operation, and termination of the rights-of-way would be within the authorized limits of the rights-of-way. The construction site would be maintained in a clean and sanitary condition at all times. Waste materials including trash, garbage, petroleum products, human waste, etc. would be disposed of promptly at an appropriate waste disposal site.

**Resource Values and Concerns:**

Threatened and endangered species and cultural resource clearances have been completed. The

proposed project would not conflict with these. Any cultural or paleontological resource discovered during construction would be immediately reported to the authorized officer of BLM. All operations in the immediate area of such discovery would be suspended until written authorization to proceed is issued by the authorized officer. The project would have minor or temporary impacts on soils, visual resources, air quality and noise during construction. Other resource values would not be affected.

**Hazardous Materials:**

No hazardous materials would be used, produced, transported or stored on or within the rights-of-way or used in the construction, operation, maintenance or termination of the rights-of-way.

**Termination:**

If the project is terminated or abandoned a joint inspection would be held with the authorized officer of BLM prior to termination. This would be held to agree upon an acceptable rehabilitation plan for the area.





Road B  
Existing Road



Road C (coming off of Dixie Drive to private property)

**Exhibit E**  
**Recorded Land Patent**



# The United States of America

To all whom these presents shall come, Greetings:

**WHEREAS,**

**Cross L Holdings, LLC, a Utah Limited Liability Company**

is entitled to a land patent pursuant to Sections 203 and 209 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1713 and 1719, for the following described land:

Salt Lake Meridian, Utah

T. 42 S., R. 16 W.,  
sec. 35, lot 2, E1/2NW1/4SE1/4NW1/4.

The area described contains 12.56 acres.

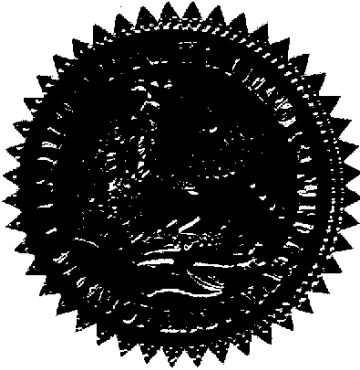
**NOW KNOW YE**, that there is, therefore, granted by the **UNITED STATES** unto **Cross L Holdings, LLC, a Utah Limited Liability Company** the land described above; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto **Cross L Holdings, LLC, a Utah Limited Liability Company** and to its successors and assigns, forever.

**EXCEPTING AND RESERVING TO THE UNITED STATES:** A right-of-way thereon for ditches or canals constructed by the authority of the United States (Act of August 30, 1890, 43 U.S.C. 945).

**SUBJECT TO:**

1. Those rights for a road, granted to Rogers Construction Company, their successors or assigns, by Right-of-Way No. UTU-77901, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
2. Those rights for a road, granted to the City of St. George, its successors or assigns, by Right-of-Way No. UTU-84815, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).
3. Those rights for a road, granted to the City of St. George, its successors or assigns, by Right-of-Way No. UTU-67815, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

4. Those rights for a gas pipeline, granted to Questar Gas Company, its successors or assigns, by Right-of-Way No. UTU-62308, pursuant to the Act of February 25, 1920, as amended, (30 U.S.C. 185).



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in SALT LAKE CITY, UTAH, the SIXTEENTH day of JUNE in the year of our Lord TWO THOUSAND and SEVENTEEN and the Independence of the United States the Two Hundred and Forty-First

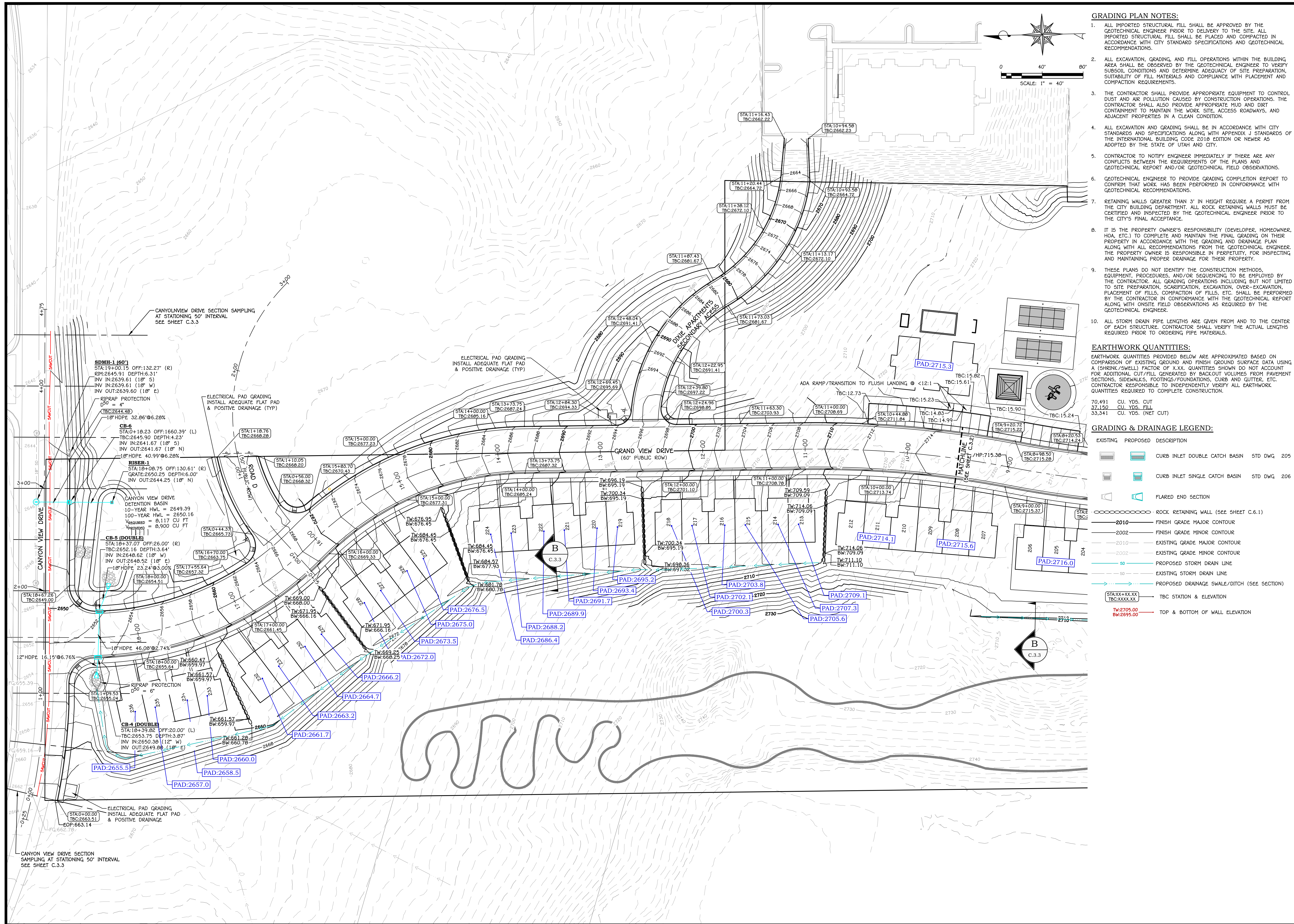
By Edwin L. Roberson

Edwin L. Roberson  
State Director  
Bureau of Land Management

**Exhibit F**  
**Contours and Cross Sections**







- GRADING PLAN NOTES:**
- ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS AND GEOTECHNICAL RECOMMENDATIONS.
  - ALL EXCAVATION, GRADING, AND FILL OPERATIONS WITHIN THE BUILDING AREA SHALL BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUBSOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH PLACEMENT AND COMPACTION REQUIREMENTS.
  - THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
  - ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
  - CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
  - GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
  - RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
  - IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPERTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.
  - THESE PLANS DO NOT IDENTIFY THE CONSTRUCTION METHODS, EQUIPMENT, PROCEDURES, AND/OR SEQUENCING TO BE EMPLOYED BY THE CONTRACTOR. ALL GRADING OPERATIONS INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SCARIFICATION, EXCAVATION, OVER-EXCAVATION, PLACEMENT OF FILLS, COMPACTION OF FILLS, ETC. SHALL BE PERFORMED BY THE CONTRACTOR IN CONFORMANCE WITH THE GEOTECHNICAL REPORT ALONG WITH ONSITE FIELD OBSERVATIONS AS REQUIRED BY THE GEOTECHNICAL ENGINEER.
  - ALL STORM DRAIN PIPE LENGTHS ARE GIVEN FROM AND TO THE CENTER OF EACH STRUCTURE. CONTRACTOR SHALL VERIFY THE ACTUAL LENGTHS REQUIRED PRIOR TO ORDERING PIPE MATERIALS.

**EARTHWORK QUANTITIES:**  
 EARTHWORK QUANTITIES PROVIDED BELOW ARE APPROXIMATED BASED ON COMPARISON OF EXISTING GROUND AND FINISH GROUND SURFACE DATA USING A (SHRINK/SWELL) FACTOR OF X.XX. QUANTITIES SHOWN DO NOT ACCOUNT FOR ADDITIONAL CUT/FILL GENERATED BY BACKCUT VOLUMES FROM PAVEMENT SECTIONS, SIDEWALKS, FOOTINGS/FOUNDATIONS, CURBS AND GUTTER, ETC. CONTRACTOR RESPONSIBLE TO INDEPENDENTLY VERIFY ALL EARTHWORK QUANTITIES REQUIRED TO COMPLETE CONSTRUCTION.

70,491 CU. YDS. CUT  
 37,150 CU. YDS. FILL  
 33,341 CU. YDS. (NET CUT)

**GRADING & DRAINAGE LEGEND:**

EXISTING	PROPOSED	DESCRIPTION	STD DWG
[Symbol]	[Symbol]	CURB INLET DOUBLE CATCH BASIN	205
[Symbol]	[Symbol]	CURB INLET SINGLE CATCH BASIN	206
[Symbol]	[Symbol]	FLARED END SECTION	
[Symbol]	[Symbol]	ROCK RETAINING WALL (SEE SHEET C.6.1)	
[Symbol]	[Symbol]	2010 FINISH GRADE MAJOR CONTOUR	
[Symbol]	[Symbol]	2002 FINISH GRADE MINOR CONTOUR	
[Symbol]	[Symbol]	2010 EXISTING GRADE MAJOR CONTOUR	
[Symbol]	[Symbol]	2002 EXISTING GRADE MINOR CONTOUR	
[Symbol]	[Symbol]	50 PROPOSED STORM DRAIN LINE	
[Symbol]	[Symbol]	50 EXISTING STORM DRAIN LINE	
[Symbol]	[Symbol]	PROPOSED DRAINAGE SWALE/DITCH (SEE SECTION)	
[Symbol]	[Symbol]	TBC STATION & ELEVATION	
[Symbol]	[Symbol]	TW:2705.00 BW:2695.00 TOP & BOTTOM OF WALL ELEVATION	

REV.	DATE:	REVISION

AMERICAN CONSULTING & ENGINEERING  
 1173 S. 250 W. #504 ST. GEORGE, UT 84770

**DATE:** 05/14/2024  
**JOB #:** AES-21-008  
**DRAWN BY:** SSA  
**CHECKED BY:** ARC

**GRANDVIEW TOWN HOMES**  
 ST. GEORGE, UTAH  
 SECTION 35, TOWNSHIP 42 S, RANGE 16 W SLB&M  
**GRADING PLAN I**  
 CONSTRUCTION DRAWINGS

**C.3.1**

SHEET: 5 of 22

Site Construction Permit Plans (03/06/2025)

**ORDINANCE NO. \_\_\_\_\_**

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

(Dixie Drive)

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

**WHEREAS**, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on April 2, 2026; and

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

**WHEREAS**, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

**Section 2. Enactment.** The City General Plan Future Land Use Map is hereby amended by changing the land use designation from COM (Commercial) to MHDR (Medium-High Density Residential) on approximately 8.91 acres generally located west of Dixie Drive and south of Canyon View Drive and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2<sup>nd</sup> day of April 2026.

ST. GEORGE CITY:

ATTEST:

\_\_\_\_\_  
Jimmy B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

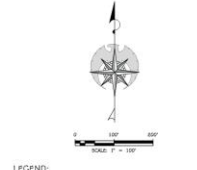
Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

# Exhibit "A"

## Location of General Plan Amendment for Dixie Drive



**LEGAL DESCRIPTION**  
 BEGINNING AT A POINT THAT LIES NORTH 0°14'43" EAST ALONG THE SECTION LINE 3,320.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, S&M L&C R&C AND PROCEED RUNNING THENCE NORTH 89°44'59" WEST 4,020.77 FEET; THENCE NORTH 0°07'00" EAST 863.93 FEET; THENCE SOUTH 89°10'19" EAST 388.17 FEET; THENCE SOUTH 84°18'19" EAST 289.77 FEET; THENCE SOUTH 0°31'23" WEST 214.82 FEET; THENCE NORTH 89°44'59" EAST 294.96 FEET; THENCE NORTH 0°37'17" EAST 176.98 FEET; THENCE NORTH 84°52'24" EAST 86.00 FEET; THENCE SOUTHWESTERLY ALONG A 1,640.00 FOOT BEARING NON-TANGENT CURVE TO THE LEFT, CURVE POINT LIES NORTH 57°42'49" EAST THROUGH A CENTRAL ANGLE OF 15°48'09" A DISTANCE OF 452.71 FEET; THENCE SOUTH 0°14'09" WEST 15.83 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 388,345 SQUARE FEET OR 8.92 ACRES.



- LEGEND:**
- SECTION MONUMENT POINT
  - SECTION MONUMENT NOT FOUND
  - BOUNDARY LINE
  - SECTION LINE
  - QUARTER SECTION LINE
  - T&E
  - CHANGE FROM CURRENT PLAN: COM TO PHOR

	<p><b>GENERAL PLAN AMENDMENT</b>          FOR          LING PROPERTIES LLC          ST. GEORGE CITY, WASHINGTON COUNTY, UTAH          SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, S&amp;M</p>
<p>DATE: 11/17/2023          JOB #: 23-051          FILE: 23-051-001.DWG</p>	<p>SHEET  <span style="font-size: 2em; font-weight: bold;">2</span>          SHEETS  <span style="font-size: 2em; font-weight: bold;">2</span></p>

**Agenda Date:** 04/02/2026

**Agenda Item Number:** 10

**Subject:**

Consider approval of Ordinance No. 2026-026 to amend the White Dome Apartments PD-R (Planned Development Residential), generally located east of River Road and North of White Dome Drive for the purpose of adding signage. (White Dome Apartments Signs 2026-PDA-003)

**Item at-a-glance:**

Staff Contact: Brian Dean

Applicant Name: Ryan Thomas

Reference Number: 2026-PDA-003

Address/Location:

Generally located east of River Road and north of White Dome Drive. (Case No. 2026-PDA-003).

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

The proposal is to add signage to the White Dome Apartments PD-R (Planned Development Residential) Master Plan. At their meeting held on March 10, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions; there were no public comments from the public.

**Staff Narrative (need/purpose):**

In March of 2021, the City Council approved the Southern Hills West Area Zone Plan (2021-ZC-014). Included as part of the approval was Area 9 which included five, 160 unit 4-story apartments. In December of 2021, the City Council approved an amendment to Area 9 called the White Dome Apartments Planned Development with layout and zoning requirements (2021-ZCA-083). The project is currently under construction, and 3 of the 5 buildings in Area 9 have certificates of occupancy. No signage was proposed at this time, and any future signage would be required to meet Title 9-13 of the City Code. The applicant is proposing signage to the White Dome Apartments Development which includes the signs for the project which would be placed adjacent to River Road and White Mountain Drive. The proposed signage varies from the current city ordinance, however, within a PD applicants can submit and present signage that may vary from the ordinance to the Planning Commission and City Council to review and potentially approve.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public hearing on March 10, 2026, and recommended approval of this PD Amendment with a 5-0 vote with no conditions.

**Attachments**

**PLANNING COMMISSION AGENDA REPORT: 03/10/2026**  
**CITY COUNCIL AGENDA REPORT: 04/02/2026**

<b>White Dome Apartments Signs</b> Planned Development Amendment (Case No. 2026-PDA-003)	
<b>Request:</b>	Consider an amendment to an approved PD-R (Planned Development Residential) covering approximately 8.11 acres, located on the east side of River Road and north of White Dome Drive for the purpose of adding signage for the White Dome Apartments Development.
<b>Applicant:</b>	DSG Engineering INC
<b>Representative:</b>	Ryan Thomas
<b>Location:</b>	Generally located on the east side of River Road and north of White Dome Drive.
<b>General Plan:</b>	HDR (High Density Residential)
<b>Existing Zoning:</b>	PD-R (Planned Development Residential)
<b>Surrounding Zoning:</b>	North OS (Open Space)
	South PD-C (Planned Development Commercial)
	East PD-R (Planned Development Residential)
	West R-1-10 (Single Family Residential)
<b>Land Area:</b>	Approximately 8.11 acres



**BACKGROUND:**

In March of 2021, the City Council approved the Southern Hills – West Area Zone Plan (2021-ZC-014). Included as part of the approval was Area 9 which included five, 160 unit 4-story apartments. In December of 2021, the City Council approved an amendment to Area 9 called the White Dome Apartments Planned Development with layout and zoning requirements (2021-ZCA-083). The project is currently under construction, and 3 of the 5 buildings in Area 9 have certificates of occupancy. No signage was proposed at this time, and any future signage would be required to meet Title 9-13 of the City Code.

**SIGN PROPOSAL**

The applicant is proposing signage (attached as exhibit “A”) to the White Dome Apartments Development which includes the signs for the project which would be placed adjacent to River Road and White Mountain Drive. The proposed signage varies from the current city ordinance, however, within a PD applicants can submit and present signage that may vary from the ordinance to the Planning Commission and City Council to review and potentially approve.

When determining the allowed signage in a residential zoning district for residential developments, section 9-13-4(A) of the St. George city code is consulted. Subsection A-1 states that residential developments located in residential zoning districts are allowed:

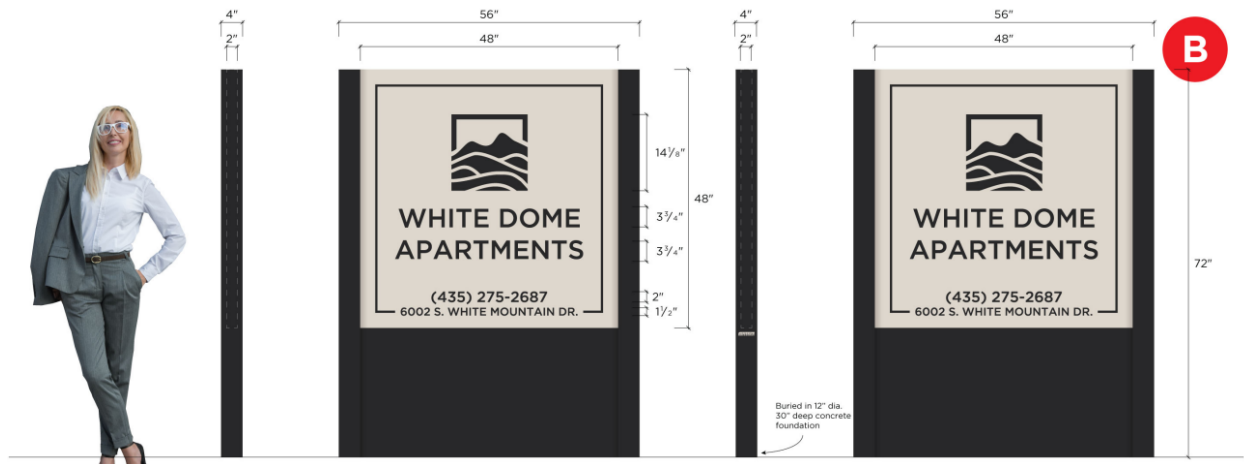
1. Two (2) low profile signs located at the entrance of the development.
2. Shall be at least 10’ from the property line.
3. Shall be incorporated into a landscape design or planter box.
4. Shall be no more than 4’ in height measured from finish grade.
5. Shall be limited to 16 sq ft of sign area.
6. Shall be limited to two (2) signs for each subdivision.
7. Shall contain no animation.
8. Can be illuminated if the source is not visible.

The applicant is requesting two types of signs, an 88” (7.34’) monument sign and two 72” (6’) monument signs. Images of the proposed signs are attached throughout the report and within the presentation attached as exhibit “A”.

Monument Sign A – This monument sign will be located approximately 2.5’ from the west property line along River Road and exceeds the 4’ maximum height limit. This sign is 88” (7.34’) which is 40” (4.34’) taller than allowed. The height of this sign will increase visibility especially when traveling south on River Road as the road lowers in elevation.



Monument Signs B - These proposed signs, located near the accesses on the east side of the development, are 72" (6') in height, which are larger than the 48" (4') sign code allows. Additionally, code only allows for two total signs per subdivision. These two signs along with the one monument sign located on River Road exceed code. The question before the Planning Commission is whether three total signs, all exceeding maximum heights, in their proposed locations, and their proposed design are appropriate for this development.



**RECOMMENDATION:**

The Planning Commission held a public hearing on March 10, 2026, and recommended approval of this PD Amendment with a 5-0 vote with no conditions.

**ALTERNATIVES:**

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

**FINDINGS FOR APPROVAL:**

1. City Council may alter the requirements found in the sign code through a PD amendment process.
2. These signs would help maintain a cohesive design theme throughout the development while preventing visual clutter by regulating sign design, quantity, size, and location.
3. The Joint Utility Committee has approved the locations and heights of signs located in the easements helping regulate heights along power lines, locations in order to not disturb underground utilities, and maintain public safety by keeping sight triangles clear.

## **Exhibit A**

### **Proposed Signage Plan**



COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS



SALESPERSON: Nick Davis  
 DESIGNER: Nick Davis

PROJECT: Monument Sign  
 COMPANY: DSG Engineering

ADDRESS: South River Rd.  
 St. George, UT 84790

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CUSTOMER APPROVAL

LANDLORD APPROVAL



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**



SALESPERSON: Nick Davis  
DESIGNER: Nick Davis

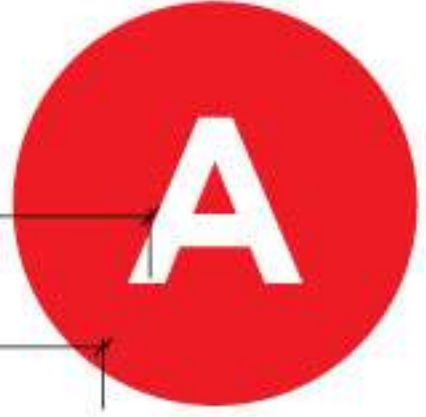
PROJECT: Monument Sign  
COMPANY: DSG Engineering

ADDRESS: South River Rd.  
St. George, UT 84790

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CUSTOMER APPROVAL

LANDLORD APPROVAL



Monument:  
88" (h) x 120" (w) x 24" (d)

Sign Area:  
22" (h) x 80.625" (w) x .125" (d)

**DIMENSIONS**

Qty 1

Aluminum monument sign with internal steel structure

1/8" thick aluminum flat cut out (FCO) lettering mounted 1/2" from monument as shown

Non-illuminated

**SCOPE OF WORK**

Paint - SW 9109 - Satin Finish

Paint - SW 7048 - Satin Finish

Paint - SW 6157 - Satin Finish

Paint - SW 9115 - Satin Finish

Stone - By Client (approx. 46 sf)

**COLORS**

Inspiration



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**



SALESPERSON: Nick Davis

DESIGNER: Nick Davis

PROJECT: Monument Sign

COMPANY: DSG Engineering

ADDRESS: South River Rd.  
St. George, UT 84790

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CUSTOMER APPROVAL

LANDLORD APPROVAL



Inspiration



Monument:  
72" (h) x 60" (w) x 8" (d)  
  
Sign Area:  
15.75" (h) x 44.375" (w)

**DIMENSIONS**

Qty 2  
Aluminum post and panel with internal steel structure  
  
3M vinyl lettering mounted to the face of sign panel as shown  
  
Non-illuminated

**SCOPE OF WORK**

■ Paint - SW 7048 - Satin Finish  
■ Paint - SW 9109 - Satin Finish  
■ Vinyl - Duranodic Bronze

**COLORS**

**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**



SALESPERSON: Nick Davis

PROJECT: Monument Sign

ADDRESS: South River Rd.  
St. George, UT 84790

DESIGNER: Nick Davis

COMPANY: DSG Engineering

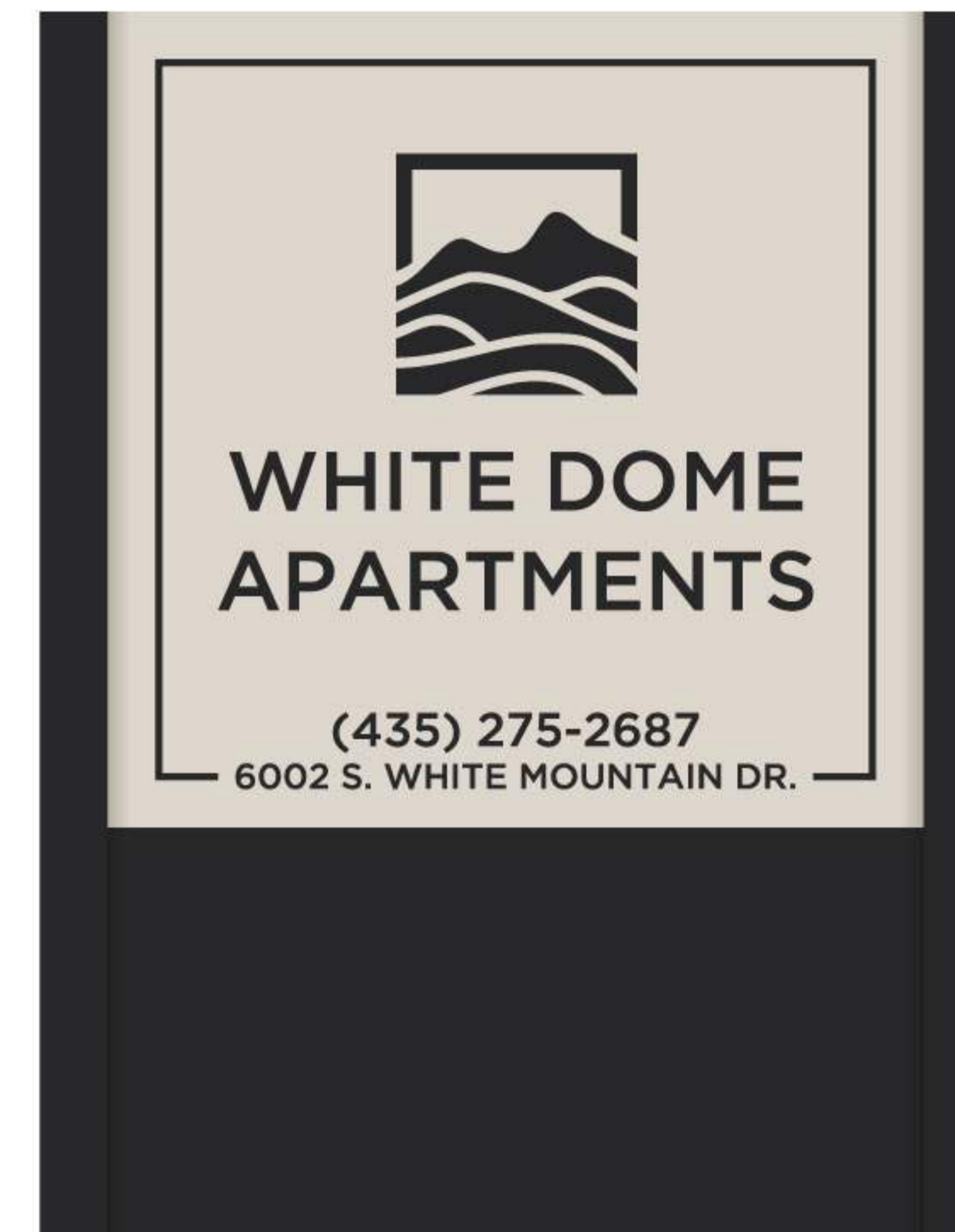
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**A** Qty 1



**B** Qty 2



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**



SALESPERSON: Nick Davis

DESIGNER: Nick Davis

PROJECT: Monument Sign

COMPANY: DSG Engineering

ADDRESS: South River Rd.  
St. George, UT 84790

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CUSTOMER APPROVAL

LANDLORD APPROVAL

## **Exhibit B**

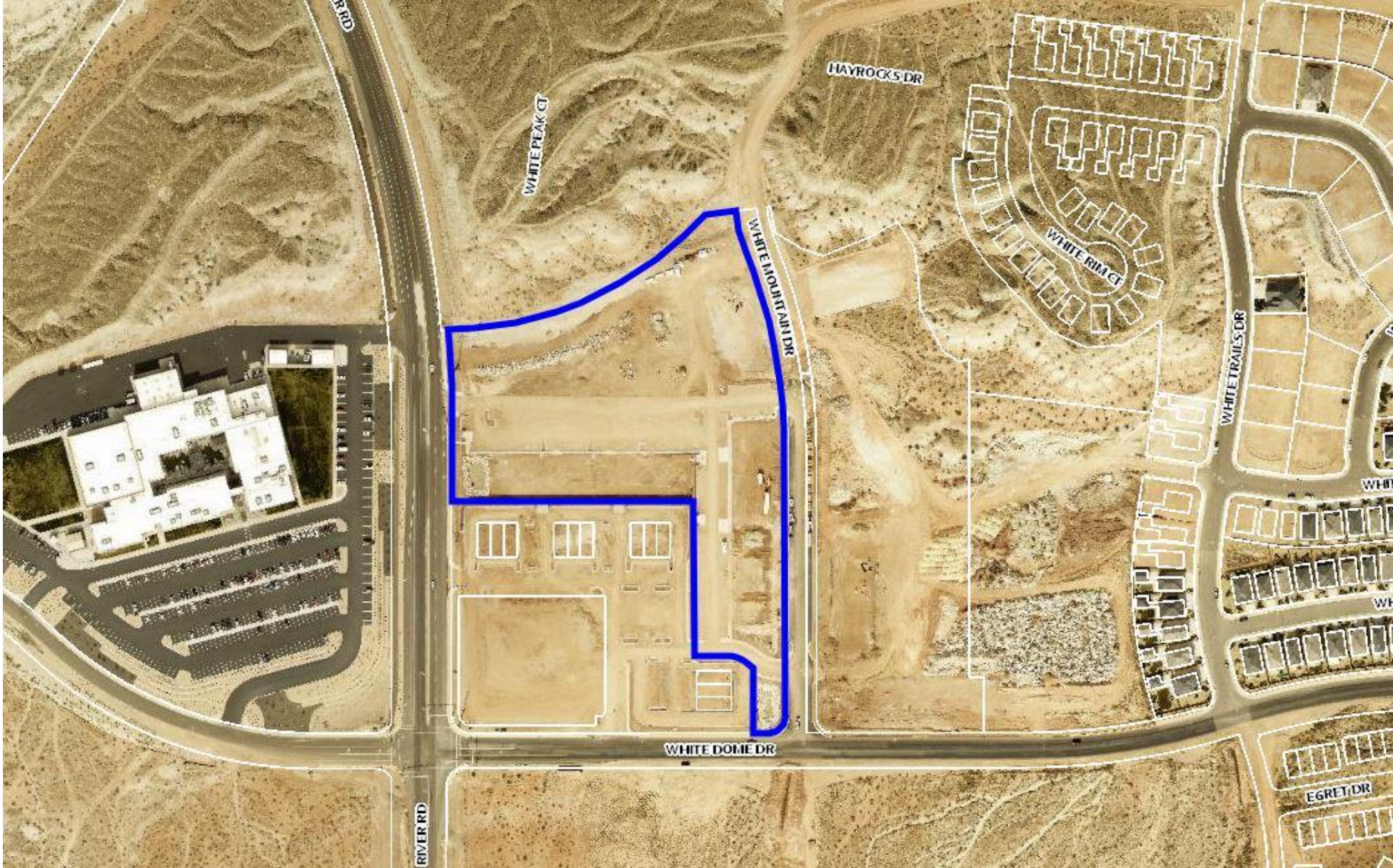
### **PowerPoint Presentation**



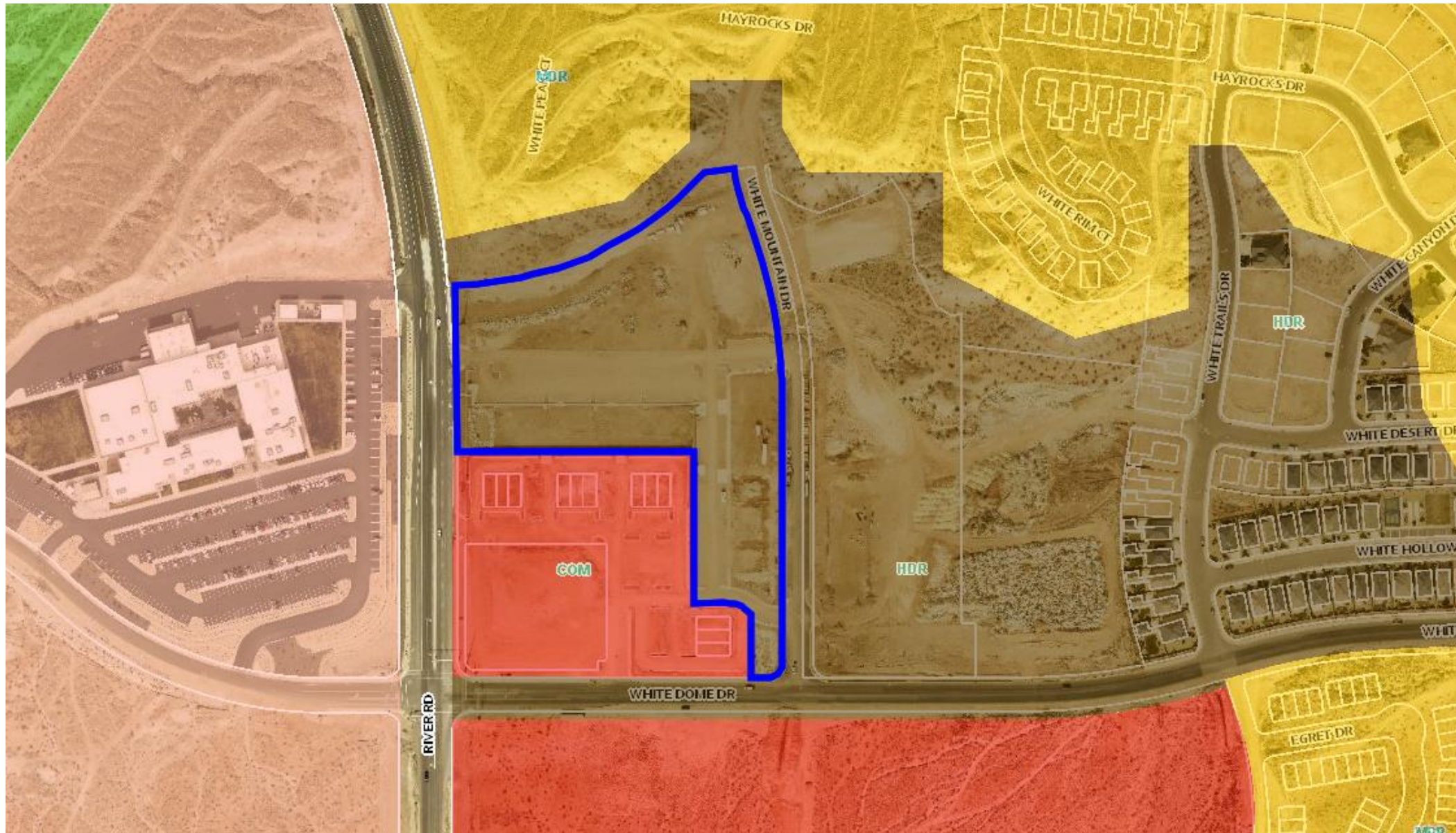
# White Dome Apartments Signs

2026-PDA-003

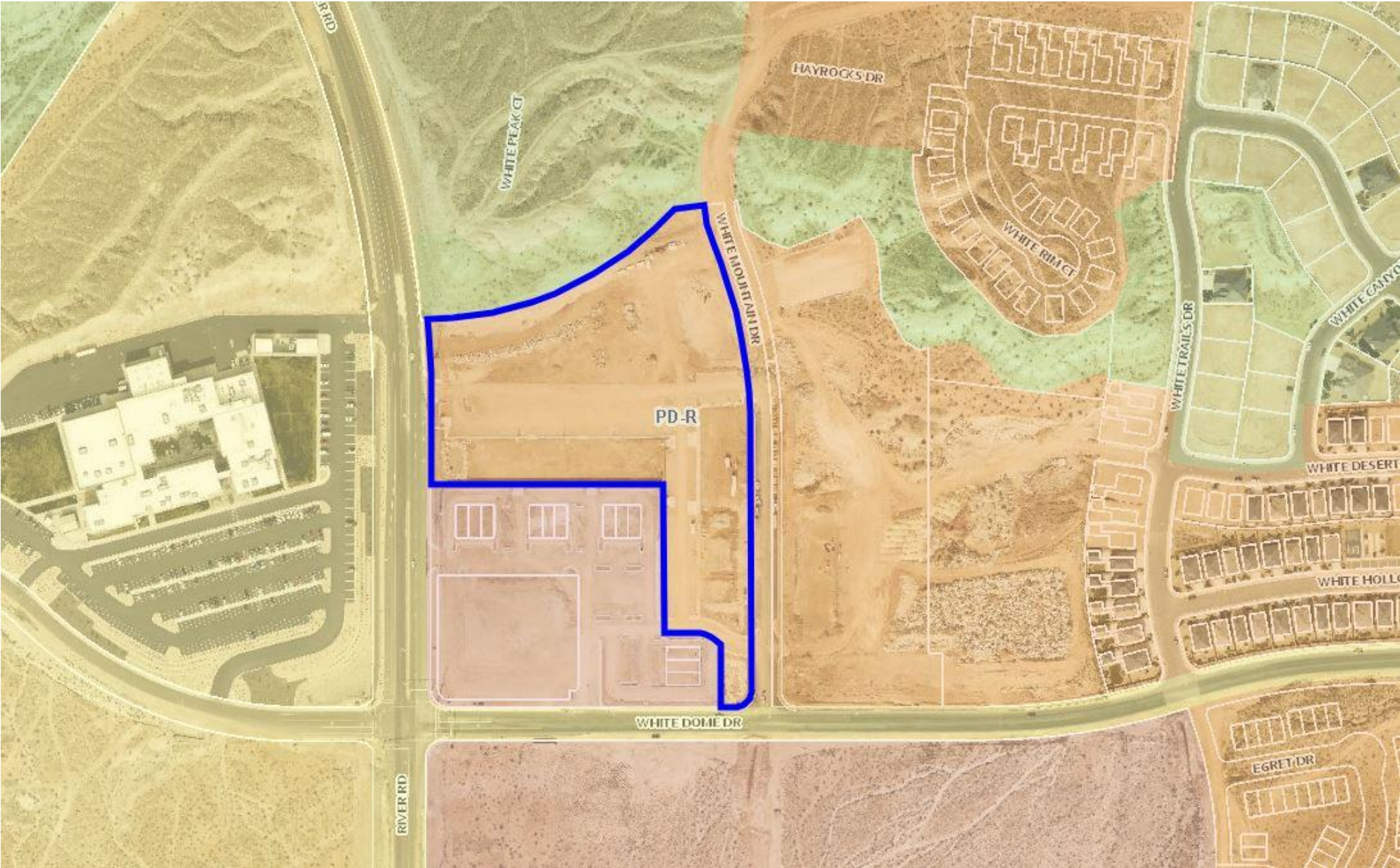
# Aerial Map



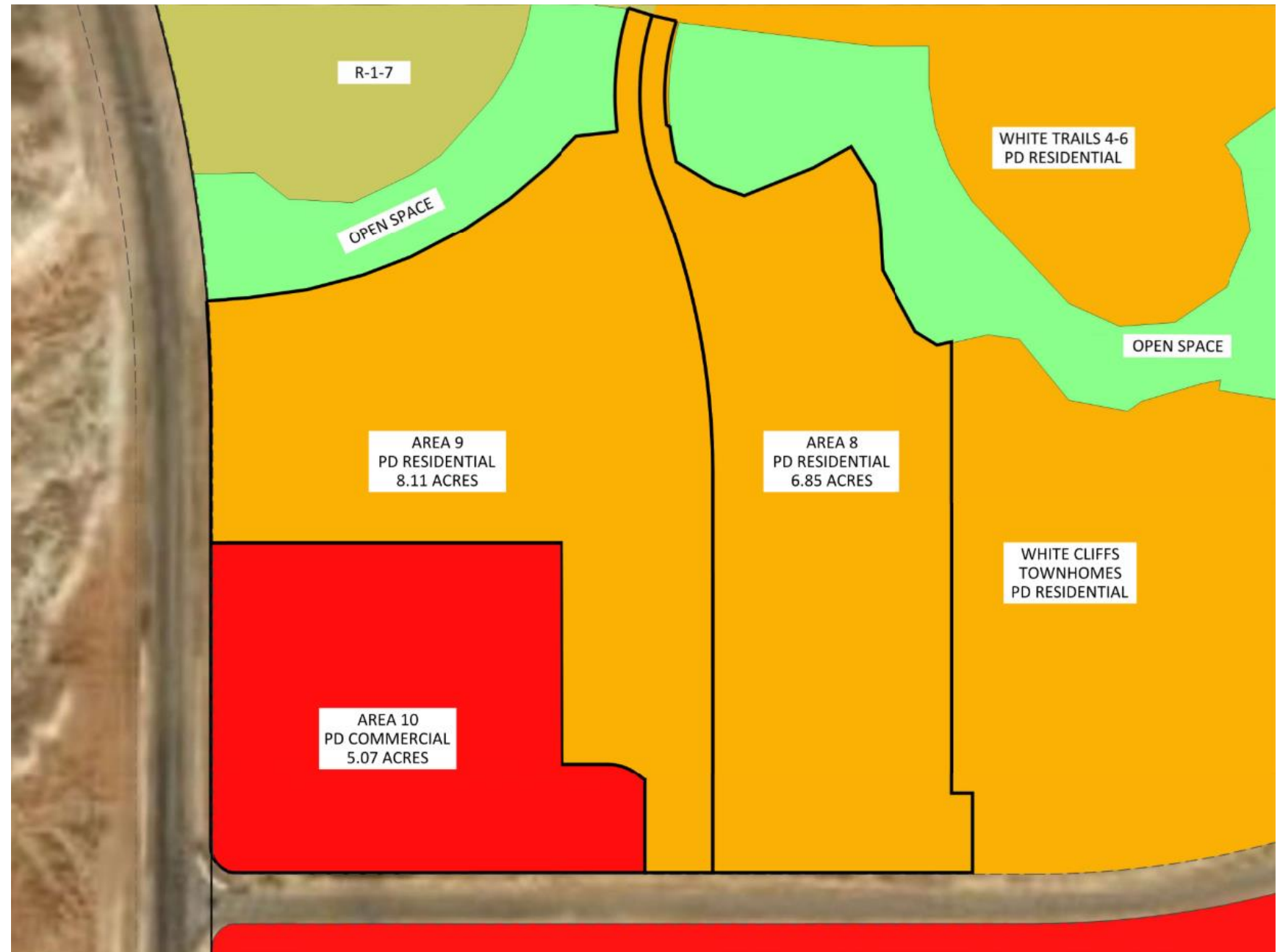
# Land Use Map



# Zoning Map



# Areas 8 & 9



City Sign Code Residential Zone	Proposal
Two (2) permanent low-profile signs.	Three (3) signs total.
Shall be at least 10' from property line.	River Rd sign 2.5' (location approved by JUC) from property line.
Shall be incorporated into a landscape design or planter box.	White Mountain Drive signs differing design.
Shall be no more than 48" (4') in height measured from finish grade.	One 88" (7.34') and two 72" (6') signs.
Shall be limited to 16 sq ft of sign area.	✓
Shall be limited to two (2) signs for each subdivision.	Three (3) signs total.
Shall contain no animation.	✓
Can be illuminated if the source is not visible.	✓
<b>PD-R (Planned Development-Residential) Sign Code</b>	
Monument signs only.	✓
No more than 75 sq ft.	✓
No more than 10' in height.	✓
Only one sign per street frontage.	✓

# Area Map

City Residential Zone  
Sign Code:

- Two permanent low-profile signs
- Only two signs per subdivision



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**



SALESPERSON: Nick Davis

PROJECT: Monument Sign

ADDRESS: South River Rd.  
St. George, UT 84790

DESIGNER: Nick Davis

COMPANY: DSG Engineering

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CUSTOMER APPROVAL

LANDLORD APPROVAL

# West Monument Sign

City Residential Zone  
Sign Code:

-Limited to 48" (4') in  
height



Monument:  
88" (h) x 120" (w) x 24" (d)

Sign Area:  
22" (h) x 80.625" (w) x .125" (d)

**DIMENSIONS**

Qty 1

Aluminum monument sign with internal steel structure

1/8" thick aluminum flat cut out (FCO) lettering mounted 1/2" from monument as shown

Non-illuminated

**SCOPE OF WORK**

	Paint - SW 9109 - Satin Finish
	Paint - SW 7048 - Satin Finish
	Paint - SW 6157 - Satin Finish
	Paint - SW 9115 - Satin Finish
	Stone - By Client (approx. 46 sf)

**COLORS**



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**

	SALESPERSON: Nick Davis	PROJECT: Monument Sign	ADDRESS: South River Rd. St. George, UT 84790	<p>THIS DRAWING IS COPYRIGHTED AND WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. IT MAY NOT BE COPIED OR REVISED IN ANY FORM. THE ORIGINAL IDEAS HEREIN ARE THE EXCLUSIVE PROPERTY OF RAINBOW SIGN &amp; BANNER UNTIL TRANSFERRED BY SALE.</p>		
	DESIGNER: Nick Davis	COMPANY: DSG Engineering				

# West Monument Sign

City Residential Zone  
Sign Code:

- Shall be located no more than 10' from property line.
- Shall be incorporated into a landscape design or planter box.



COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS

	SALESPERSON: Nick Davis	PROJECT: Monument Sign	ADDRESS: South River Rd. St. George, UT 84790	 <small>THIS DRAWING IS COPYRIGHTED AND WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. IT MAY NOT BE COPIED OR REVISED IN ANY FORM. THE ORIGINAL IDEAS HEREIN ARE THE EXCLUSIVE PROPERTY OF RAINBOW SIGN &amp; BANNER UNTIL TRANSFERRED BY SALE.</small>	CUSTOMER APPROVAL	LANDLORD APPROVAL
	DESIGNER: Nick Davis	COMPANY: DSG Engineering				

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# East Monument Signs

City Residential Zone  
Sign Code:

- Limited to 48" in height
- Incorporated into a landscape design or planter box



MONUMENT SIGN: A sign whose base is approximately seventy-five percent (75%) of the width of the sign and is permanently set on the ground and has an opaque pedestal as part of the sign foundation which conceals any pole support. Upon approval of the community development director, and where pole supports are not visible, the opaque pedestal may be omitted. (See exhibit B attached to ordinance [2005-12-003](#))

**Monument:**  
72" (h) x 60" (w) x 8" (d)

**Sign Area:**  
15.75" (h) x 44.375" (w)

**DIMENSIONS**

**Qty 2**

Aluminum post and panel with internal steel structure

3M vinyl lettering mounted to the face of sign panel as shown

Non-illuminated

**SCOPE OF WORK**

Paint - SW 7048 - Satin Finish

Paint - SW 9109 - Satin Finish

Vinyl - Duranodic Bronze

**COLORS**

Inspiration



**COLORS RENDERED HERE MAY NOT REPRESENT THE ACTUAL FINISH - REFER TO COLOR CALL-OUTS FOR MORE ACCURATE COLOR SPECIFICATIONS**

	SALESPERSON: Nick Davis	PROJECT: Monument Sign	ADDRESS: South River Rd. St. George, UT 84790	<b>© 2025 RAINBOW SIGN &amp; BANNER</b> <small>THIS DRAWING IS COPYRIGHTED AND WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL. IT MAY NOT BE COPIED OR REVISED IN ANY FORM. THE ORIGINAL IDEAS HEREIN ARE THE EXCLUSIVE PROPERTY OF RAINBOW SIGN &amp; BANNER UNTIL TRANSFERRED BY SALE.</small>	CUSTOMER APPROVAL	LANDLORD APPROVAL
	DESIGNER: Nick Davis	COMPANY: DSG Engineering				

City Sign Code Residential Zone	Proposal
Two (2) permanent low-profile signs.	Three (3) signs total.
Shall be at least 10' from property line.	River Rd sign 2.5' (location approved by JUC) from property line.
Shall be incorporated into a landscape design or planter box.	White Mountain Drive signs differing design.
Shall be no more than 48" (4') in height measured from finish grade.	One 88" (7.34') and two 72" (6') signs.
Shall be limited to 16 sq ft of sign area.	✓
Shall be limited to two (2) signs for each subdivision.	Three (3) signs total.
Shall contain no animation.	✓
Can be illuminated if the source is not visible.	✓
<b>PD-R (Planned Development-Residential) Sign Code</b>	
Monument signs only.	✓
No more than 75 sq ft.	✓
No more than 10' in height.	✓
Only one sign per street frontage.	✓

## **Recommendation**

The Planning Commission held a public hearing on March 10, 2026, and recommends approval with a 5-0 vote and no conditions. There were no public comments.

## **Possible Motion**

“I move that we approve the PD Amendment for the White Dome Apartment signs, Case No. 2026-PDA-003, based on the findings listed in the staff report.”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING AN APPROVED PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ON APPROXIMATELY 7.2 ACRES, LOCATED EAST OF RIVER ROAD AND NORTH OF WHITE DOME DRIVE FOR THE PURPOSE OF ADDING SIGNS FOR THE WHITE DOME APARTMENTS DEVELOPMENT FOR A PROJECT TO BE KNOWN AS WHITE DOME APARTMENTS SIGNS.**

(White Dome Apartments Signs)

**WHEREAS**, the applicant has requested to amend the PD-R (Planned Development Residential) on approximately 7.2 acres, located east of River Road and north of White Dome Drive for the purpose of adding signs; and

**WHEREAS**, the Planning Commission held a public hearing on this request on March 10, 2026, and thereafter forwarded a recommendation for approval with a 5-0 vote; and

**WHEREAS**, the City Council held a public meeting on this request on April 2, 2026, to consider the Planned Development Amendment; and

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

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

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

**Section 2. Enactment.** The approved planned development amendment within the PD-R Zone for the property described in Exhibit "A", shall be amended upon the effective date of this ordinance to reflect the approval of a master sign plan.

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

**Section 4. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2<sup>nd</sup> day of April 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmy B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

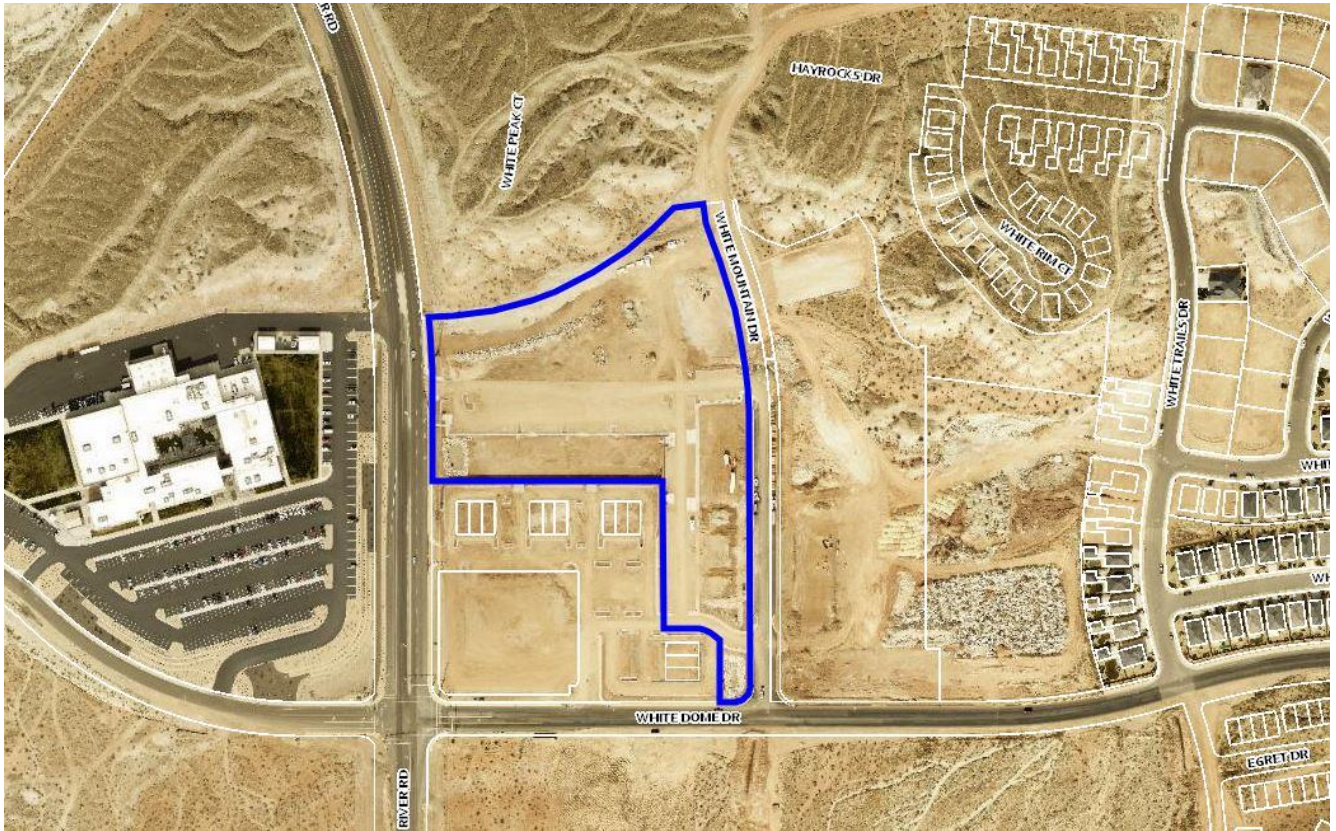
APPROVED AS TO FORM:  
City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

**Exhibit "A"**  
**Location of Planned Development Amendment  
for White Dome Apartments Development**



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 11

**Subject:**

Consider approval of Ordinance No. 2026-027 to amend the Hidden Valley Master Plan PD-R (Planned Development Residential) zone on approximately 11.7 acres, generally located south of Hidden Valley Drive and west of Rio Road. (Avenidas at Hidden Valley Phases 3 & 4 Case No. 2026-PDA-004)

**Item at-a-glance:**

Staff Contact: Brian Dean

Applicant Name: Bob Hermandson

Reference Number: 2026-PDA-004

Address/Location:

Generally located south of Hidden Valley Drive and west of Rio Road.

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

The proposal is for a single-family project consisting of 45 lots with a density of 4.6 dwelling units per acre. The underlying general plan is MDR (Medium Density Residential) and PF (Public Facilities). At their meeting held on March 10, 2026, the Planning Commission held a public hearing, and recommended approval with a 5-0 vote and one condition; 1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement; there were two public comments.

**Staff Narrative (need/purpose):**

This Planned Development Amendment is in areas 3.5 and 3.7 of the Hidden Valley area, which covers approximately 11.7 acres and allows a density of 8 dwelling units per acre. The project is a continuation of the Avenidas at Hidden Valley single-family home development in previous phases to the east, with the most recent phases (1 & 2) approved in 2020. Consistent with the Development Agreement and approved planned development for Hidden Valley, the applicant is seeking approval of 45 single-family homes with a proposed density of approximately 4.6 dwelling units per acre. As part of the Development Agreement (3-b) a 3.5-acre park will need to be dedicated to the City of St George by the developer before 400 certificates of occupancy have been issued by the City for units constructed in this project. The project is nearing this threshold where the park needs to be dedicated. The park will be constructed by the city and is currently in the construction drawing process.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

The Planning Commission held a public hearing on March 10, 2026, and recommended approval of this PD Amendment with a 5-0 vote with one condition:1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement.

**Attachments**

**PLANNING COMMISSION AGENDA REPORT: 3/10/2026**
**CITY COUNCIL AGENDA REPORT: 4/02/2026**

<b>Avenidas at Hidden Valley Phases 3 &amp; 4</b> Planned Development Amendment (Case No. 2026-PDA-004)	
<b>Request:</b>	To amend the Hidden Valley Master Plan PD-R (Planned Development Residential) zone for construction of a new 45 lot single-family home development on 11.69 acres.
<b>Applicant:</b>	Bush & Gudgell, Inc.
<b>Representative:</b>	Bob Hermandson
<b>Location:</b>	Located south of Hidden Valley Drive and west of Rio Road
<b>General Plan:</b>	MDR (Medium Density Residential) and PF (Public Facilities)
<b>Existing Zoning:</b>	PD-R (Planned Development Residential)
<b>Surrounding Zoning:</b>	North OS (Open Space)
	South PD-R (Planned Development Residential)
	East PD-R (Planned Development Residential)
	West PD-R (Planned Development Residential)
<b>Land Area:</b>	Approximately 11.69 acres



**BACKGROUND:**

The property is located within the Hidden Valley Planned Development, originally approved in 1999 as part of the Hidden Valley & Fossil Hills Planned Development Zone Change application. The plan provides for a variety of residential densities in designated areas and is intended to be a family-oriented community with a focus on easy access to schools, parks, and the adjacent open space. The master plan for Hidden Valley encompasses approximately 659 acres and allows for the development of 1,699 total residential units.

When the Hidden Valley Planned Development was approved in 1999 there were plans to have an elementary school on the west side of Hidden Valley in the general area of this proposed project. The elementary school's location changed several times in the history of this development depending on the current demand in the area. In 2020, The Washington County School District declined to acquire the parcel of land set aside for this elementary school. This area would then become a residential area and part of the Avenidas at Hidden Valley Development. This Public Facilities location currently shows on our general plan map but was changed on the Hidden Valley Development Map with past projects.

As part of the Development Agreement (3-b) a 3.5-acre park will need to be dedicated to the City of St George by the developer before 400 certificates of occupancy have been issued by the City for units constructed in this project. The project is nearing this threshold where the park needs to be dedicated. The park will be constructed by the city and is currently in the construction drawing process.

**REQUEST:**

This Planned Development Amendment is in areas 3.5 and 3.7 of the Hidden Valley area, which covers approximately 11.7 acres and allows a density of 8 dwelling units per acre. The project is a continuation of the Avenidas at Hidden Valley single-family home development in previous phases to the east, with the most recent phases (1 & 2) approved in 2020. Consistent with the Development Agreement and approved planned development for Hidden Valley, the applicant is seeking approval of 45 single-family homes with a proposed density of approximately 4.6 dwelling units per acre.

Access to this new development will come from Rio Road on the east side and Hidden Valley Drive to the north of the project. The proposed site plan depicts 45 single-family homes in total. The homes would complement the single-family homes constructed in phase 1 and 2 to the east.

Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each dwelling is required to provide two parking spaces, one of which must be covered. With 45 single-family dwellings, this yields a total requirement of 90 spaces. Each home will have a two-car garage which will satisfy the requirements for each lot.

Trail and Park Dedication Area: There is a 60' wash and trail corridor bisecting Avenidas at Hidden Valley Phases 3 & 4. Within the corridor there will be a 10' trail. The 3.5 acre park to the west will be dedicated to the City of St. Geroge and will meet the requirements found in the Development Agreement (3-b).

**RECOMMENDATION:**

The Planning Commission held a public hearing on March 10, 2026, and recommended approval of this PD Amendment with a 5-0 vote with one condition:

1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement.

**ALTERNATIVES:**

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

**FINDINGS FOR APPROVAL:**

1. The proposed amendment meets the requirements of Title 10-7F.
2. There will be adequate parking on site to facilitate development.
3. The park dedication will meet the requirements found in subsection 3-b of the Development Agreement.

**POSSIBLE MOTION:**

"I move that we approve the PD Amendment for Avenidas at Hidden Valley Phases 3 & 4, Case No. 2026-PDA-004, based on the findings and condition listed in the staff report."

**Exhibit A**  
**Applicants Narrative**



**Bush and Gudgell, Inc.**

**Engineers • Planners • Surveyors**

St. George, Utah

www.bushandgudgell.com

---

## Planned Development Zone Change Narrative Avenidas at Hidden Valley Ph 3 & 4

---

February 13, 2026

**Owners:** Ivory Southern, LLC  
1611 East 2450 South #4A  
St. George, UT 84790

### **Contact Persons:**

Skylar Tolbert, Ivory Development 801-520-9127, skylart@ivorydevelopment.com  
Rick Meyer, Bush & Gudgell, Inc. 435-673-2337, rmeyer@bushandgudgell.com

### **Purpose of Amendment:**

With this planned development secondary zone change request the applicant desires to provide the detailed information regarding the development of 12 acres of land. This land includes portions of parcels SG-5-3-18-436, SG-5-3-18-438, SG-5-3-18-340, & SG-5-3-13-121 and are located in areas 3.5 and 3.7 of the Hidden Valley land use plan (attached).

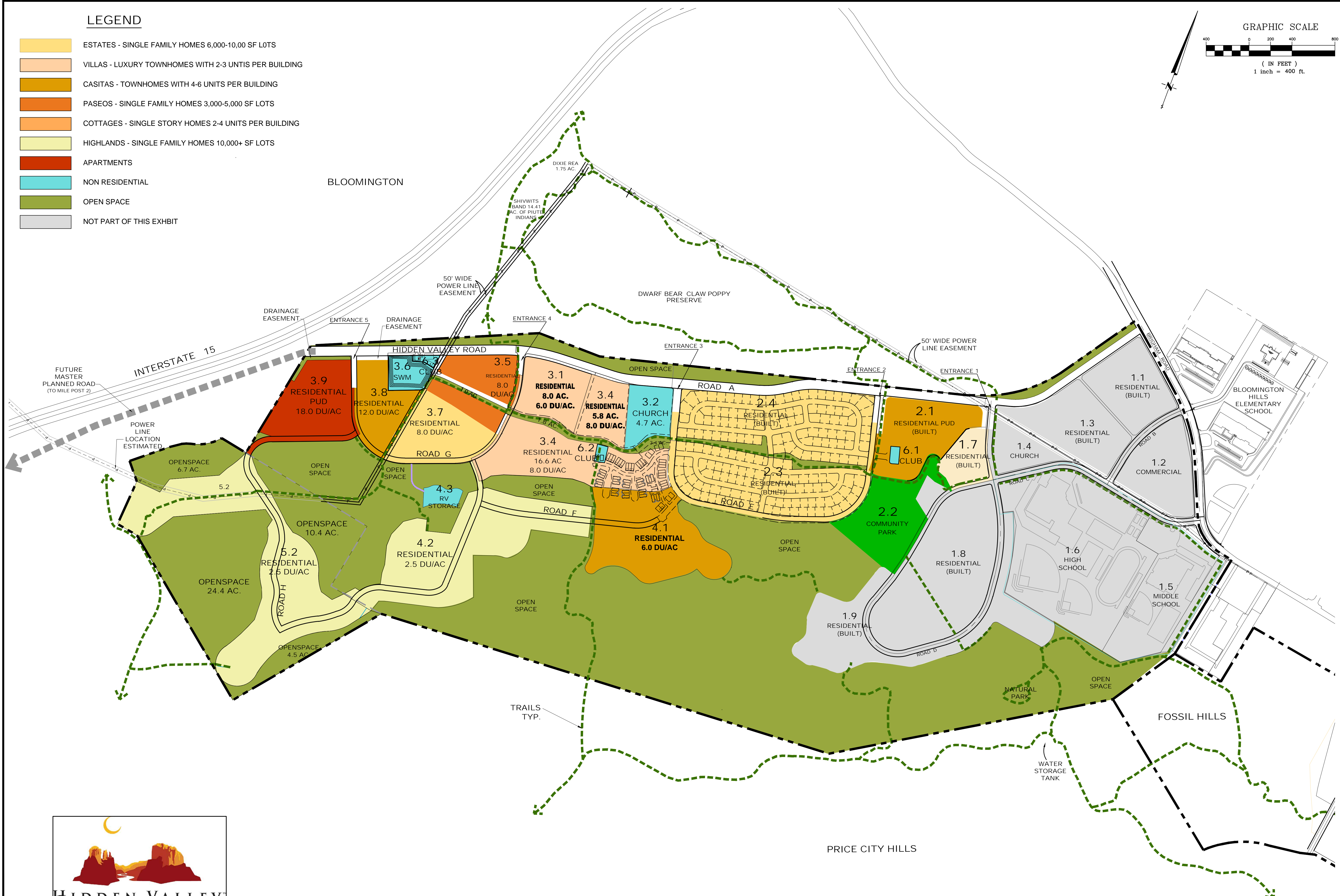
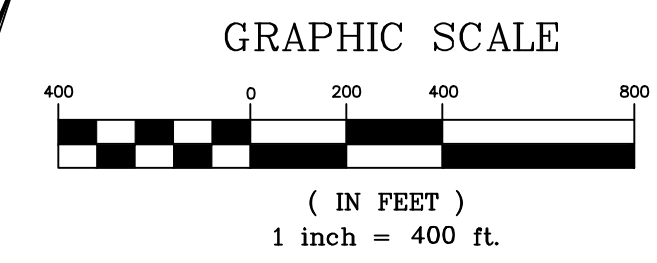
### **Overall Density Calculations and Updates:**

Areas 3.5 and 3.7 have allowable density of 8.0 units per acre. At this density 96 dwelling units are allowed in the proposed area. Phases 3 & 4 of Avenidas include 45 single family patio home lots. This provides for a density of 3.75 units per acre. Along with the proposed building lots, the proposal includes dedication to the city of a 60-foot trail and wash corridor which will bisect the subdivision. A portion of Rio Road on the east side of the proposed phases will be dedicated. Also, the internal streets are proposed 45-foot public roads to be dedicated to the street as well.

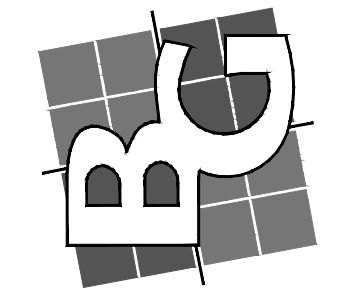
Proposed improvements for Hidden Valley Drive on the north and a park to the west are currently in the construction drawing process with the city. The park will be dedicated to the city. No other changes are proposed or implied with this application.

**LEGEND**

- ESTATES - SINGLE FAMILY HOMES 6,000-10,00 SF LOTS
- VILLAS - LUXURY TOWNHOMES WITH 2-3 UNITS PER BUILDING
- CASITAS - TOWNHOMES WITH 4-6 UNITS PER BUILDING
- PASEOS - SINGLE FAMILY HOMES 3,000-5,000 SF LOTS
- COTTAGES - SINGLE STORY HOMES 2-4 UNITS PER BUILDING
- HIGHLANDS - SINGLE FAMILY HOMES 10,000+ SF LOTS
- APARTMENTS
- NON RESIDENTIAL
- OPEN SPACE
- NOT PART OF THIS EXHIBIT



**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: 01/15/2020  
 DRAWN: BBS  
 APPROVED:  
 SCALE: 1"=400'  
 JOB NO.: 201006

**LAND USE PLAN**  
 IVORY HOMES - HIDDEN VALLEY  
 St. George, Utah  
**EXHIBIT 3.1**



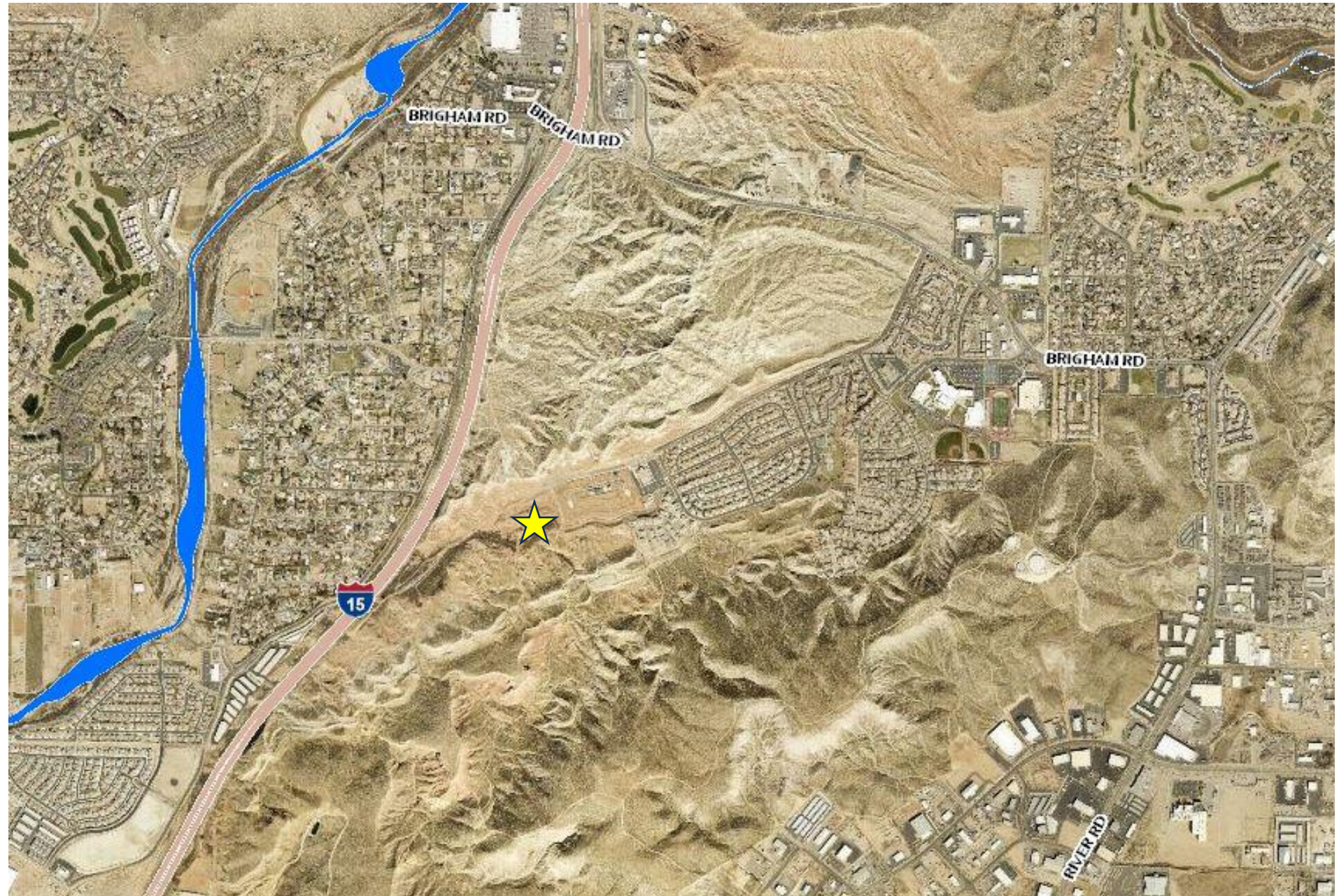
**EXHIBIT 3.1**  
 LAND USE PLAN

**Exhibit B**  
**PowerPoint Presentation**

A desert landscape featuring a dirt road on the left, a dense field of yellow wildflowers in the foreground, and a range of brown mountains in the background under a clear sky.

# Avenidas at Hidden Valley Phases 3 & 4 Planned Development Amendment 2026-PDA-004

# Vicinity Map



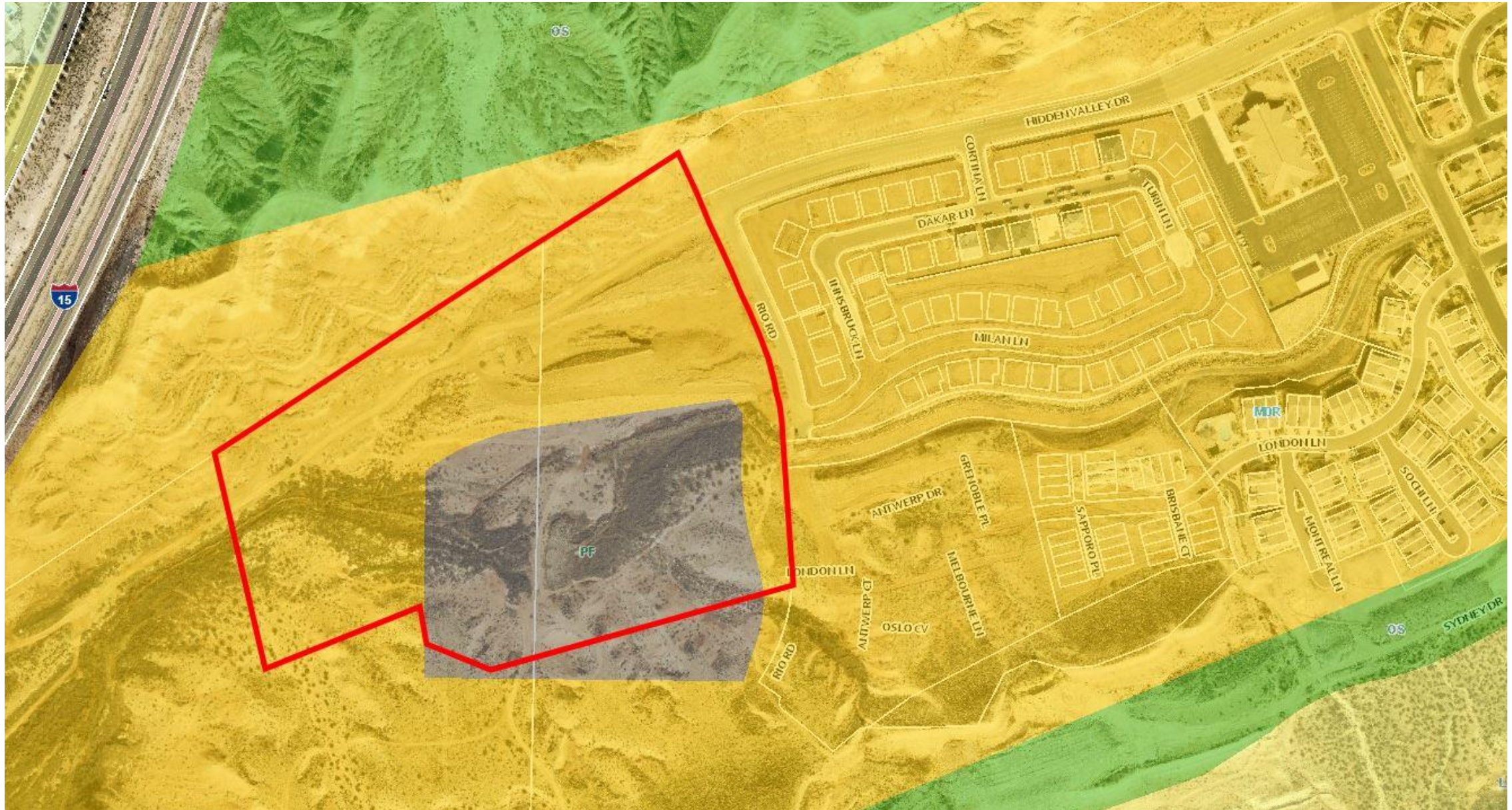
# Aerial Map



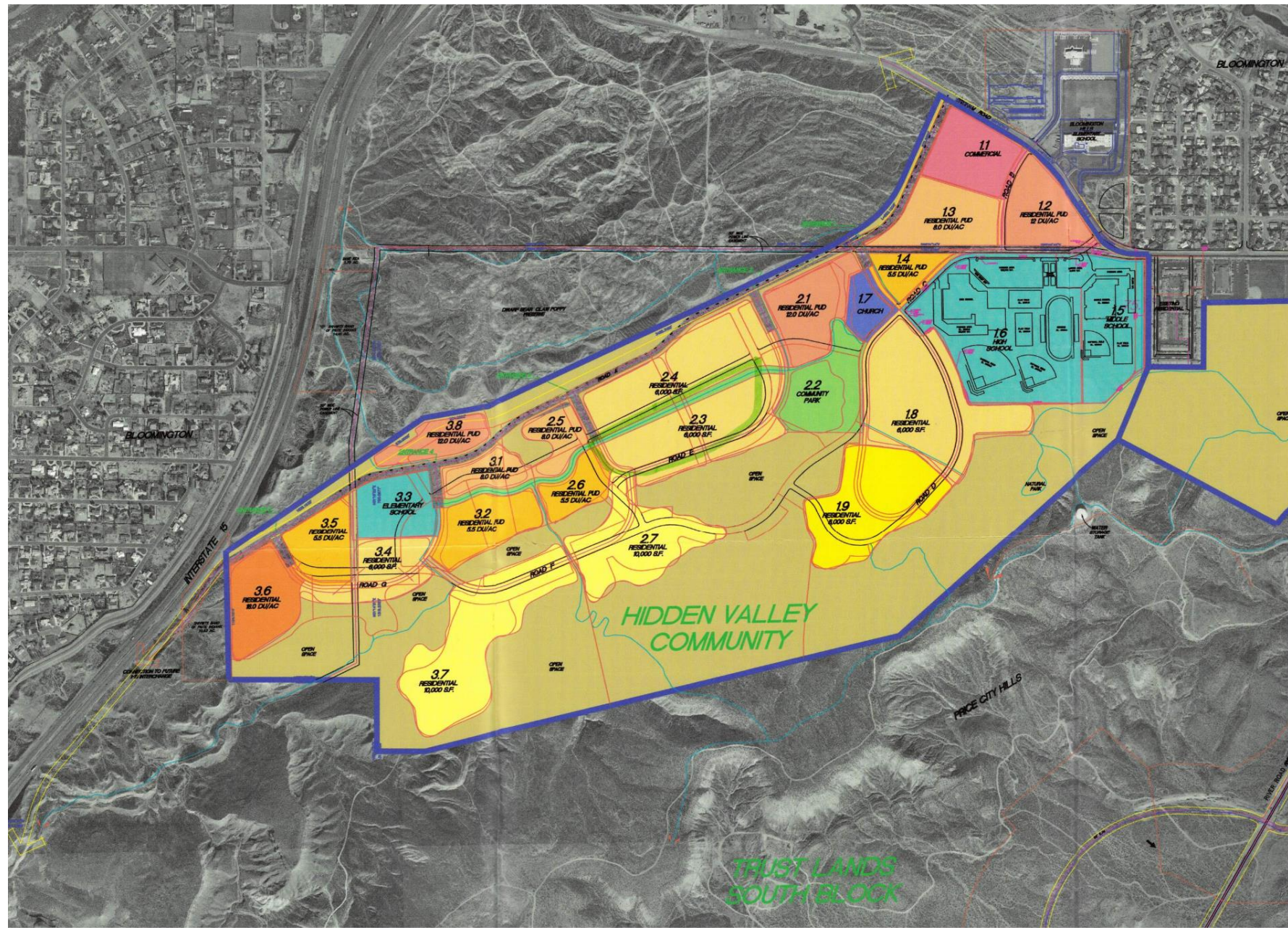
# Zoning Map



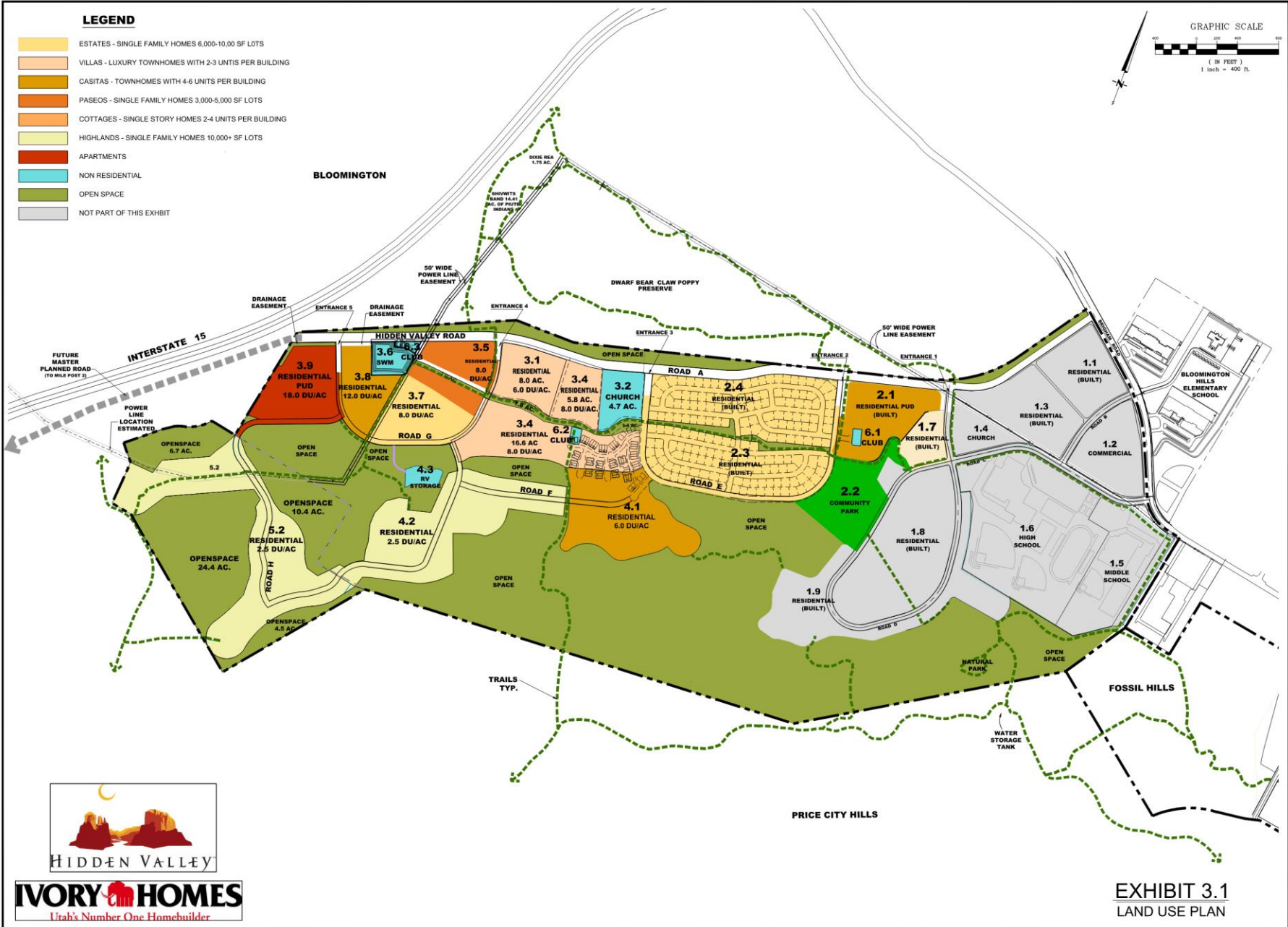
# Land Use Map



# Hidden Valley Land Use Plan (1999)



# Hidden Valley Land Use Plan



**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 205 East Tallmadge Suite #4  
 Phone (435) 678-2037 / Fax (435) 678-3161  
 www.bushandgudgell.com

**DATE:** 03/27/2024  
**DRAWN:** JBE  
**APPROVED:**  
**SCALE:** 1"=500'  
**JOB NO.:** 202006

**LAND USE PLAN**  
 IVORY HOMES - HIDDEN VALLEY  
 St. George, Utah  
**EXHIBIT 3.1**

**EXHIBIT 3.1**  
 LAND USE PLAN

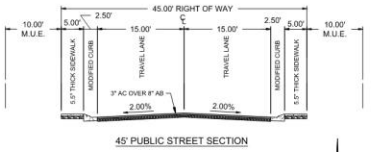
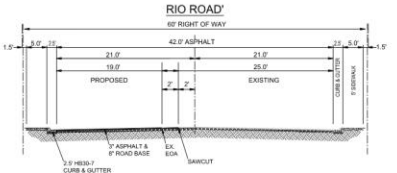
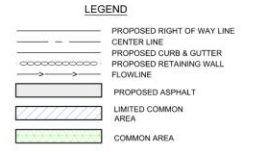
SHEET 1 OF 1  
 FILE: 202006PLAND LAND PLAN

# Proposed Site Plan



AVENIDAS PH 3-4 CALCULATIONS	
GENERAL PLAN DESIGNATION	MDR
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 10.62%
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 = 5' (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 HB-30-7 CURB & GUTTER PER CITY STD DWG 100
  - 7 LIMITED COMMON AREA
  - 8 COMMON AREA



AVOID CUTTING UNDERGROUND UTILITY LINES IT'S COSTLY

**Call before you Dig**

1-800-662-4111

**OWNER / DEVELOPER**

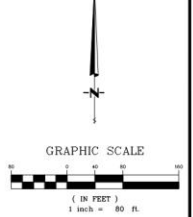
IVORY SOUTHERN, LLC  
978 EAST WOODCROFT LANE  
SALT LAKE CITY, UT 84117

SKYLAR TOLBERT  
(801) 520-9127

**ENGINEERING CONTACT**

BUSH AND GUDGELL, INC.  
205 EAST TABERNAACLE #4  
ST GEORGE, UT 84770

RICK MEYER - PROJECT MANAGER  
(435) 673-2337



**BUSH & GUDGELL, INC.**  
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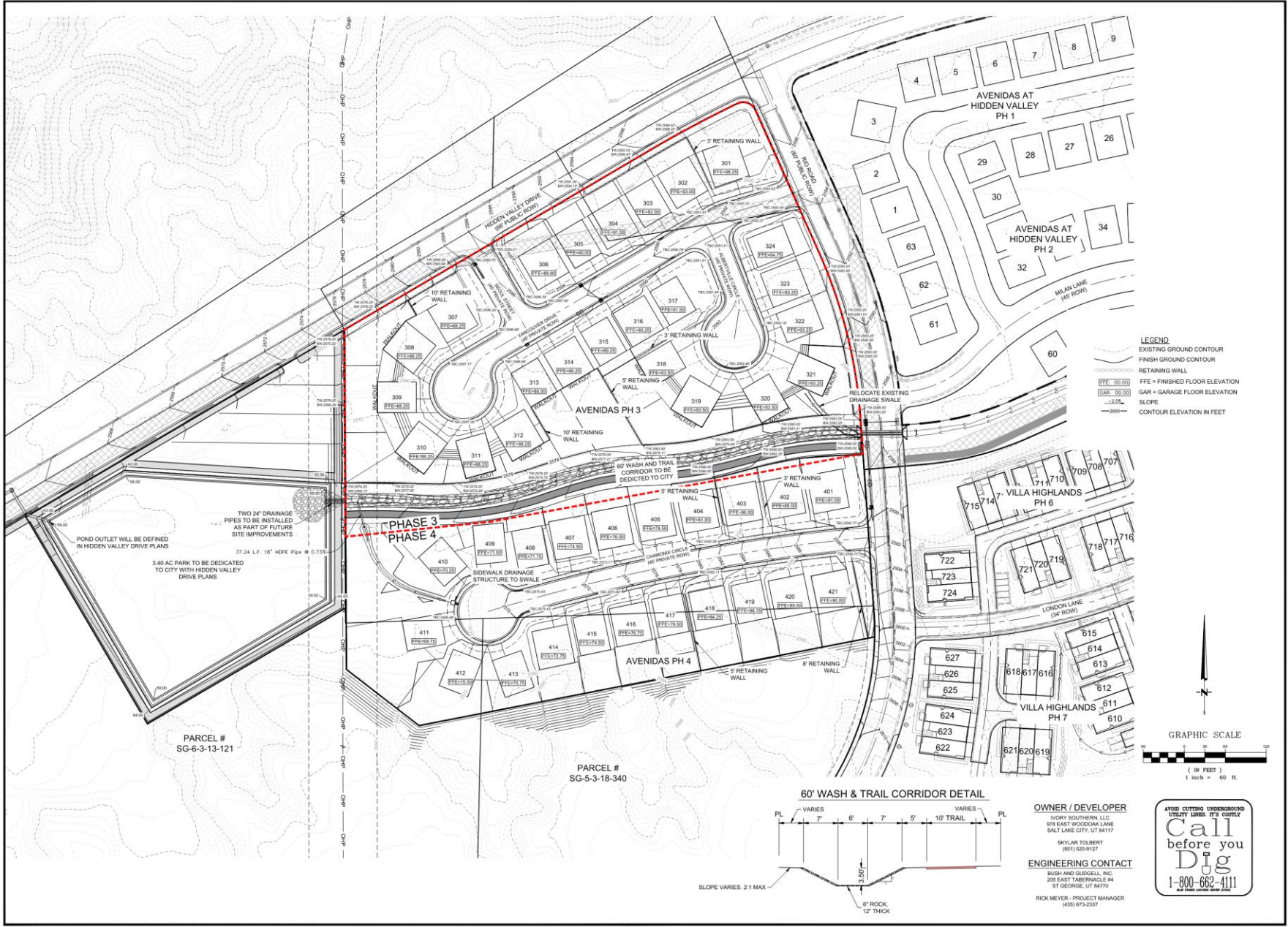


DATE: FEB. 2024  
DRAWN: JTL  
APPROVED: BM  
SCALE: 1" = 80'  
JOB NO.: 202301

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



# Proposed Grading Plan



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**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

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DATE: FEB. 2024  
DRAWN: JLN  
APPROVED: BM  
SCALE: 1" = 60'  
SHEET NO. 251091

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

---

SHEET **3** OF **4** SHEETS  
FILE 251091

# Proposed Utility Plan



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

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

**4** of **4** SHEETS

# Recommendation

The Planning Commission held a public hearing on March 10, 2026, and recommends approval with a 5-0 vote and the one condition:

1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement.

# Possible Motion

“I move that we approve the PD Amendment for Avenidas at Hidden Valley Phases 3 & 4, Case No. 2026-PDA-004, based on the findings and condition listed in the staff report.”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE HIDDEN VALLEY MASTER PLAN PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 11.69 ACRES, APPROVING A NEW 45 LOT SINGLE-FAMILY HOME DEVELOPMENT GENERALLY LOCATED SOUTH OF HIDDEN VALLEY DRIVE AND WEST OF RIO ROAD (CASE NO. 2026-PDA-004).**

(Avenidas at Hidden Valley Phases 3 & 4)

**WHEREAS**, the property owner has requested an amendment to an approved PD-R (Planned Development Residential) zone to allow for a new 45 lot single-family home development on 11.69 acres generally located south of Hidden Valley Drive and west of Rio Road; and

**WHEREAS**, the Planning Commission held a public hearing on March 10, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 5-0 vote with the following condition:

1. That the developer shall be required to install the roadway improvements along their frontage and park property as required by the city and their development agreement.

**WHEREAS**, the City Council held a public meeting on this request on April 2, 2026, to consider the Planned Development Amendment; and

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

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

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

**Section 2. Enactment.** The approved planned development within the PD-R Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of Avenidas at Hidden Valley Phases 3 and 4, in Exhibit 'B'.

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

**Section 4. Effective Date.** This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 2<sup>ND</sup> day of April 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmy B Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:  
City Attorney's Office

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Larkin \_\_\_\_\_  
Councilmember Larsen \_\_\_\_\_  
Councilmember Tanner \_\_\_\_\_  
Councilmember Kemp \_\_\_\_\_  
Councilmember Anderson \_\_\_\_\_

## EXHIBIT "A"



**Bush and Gudge, Inc.**  
Engineers • Planners • Surveyors  
St. George, Utah  
www.bushandgudge.com

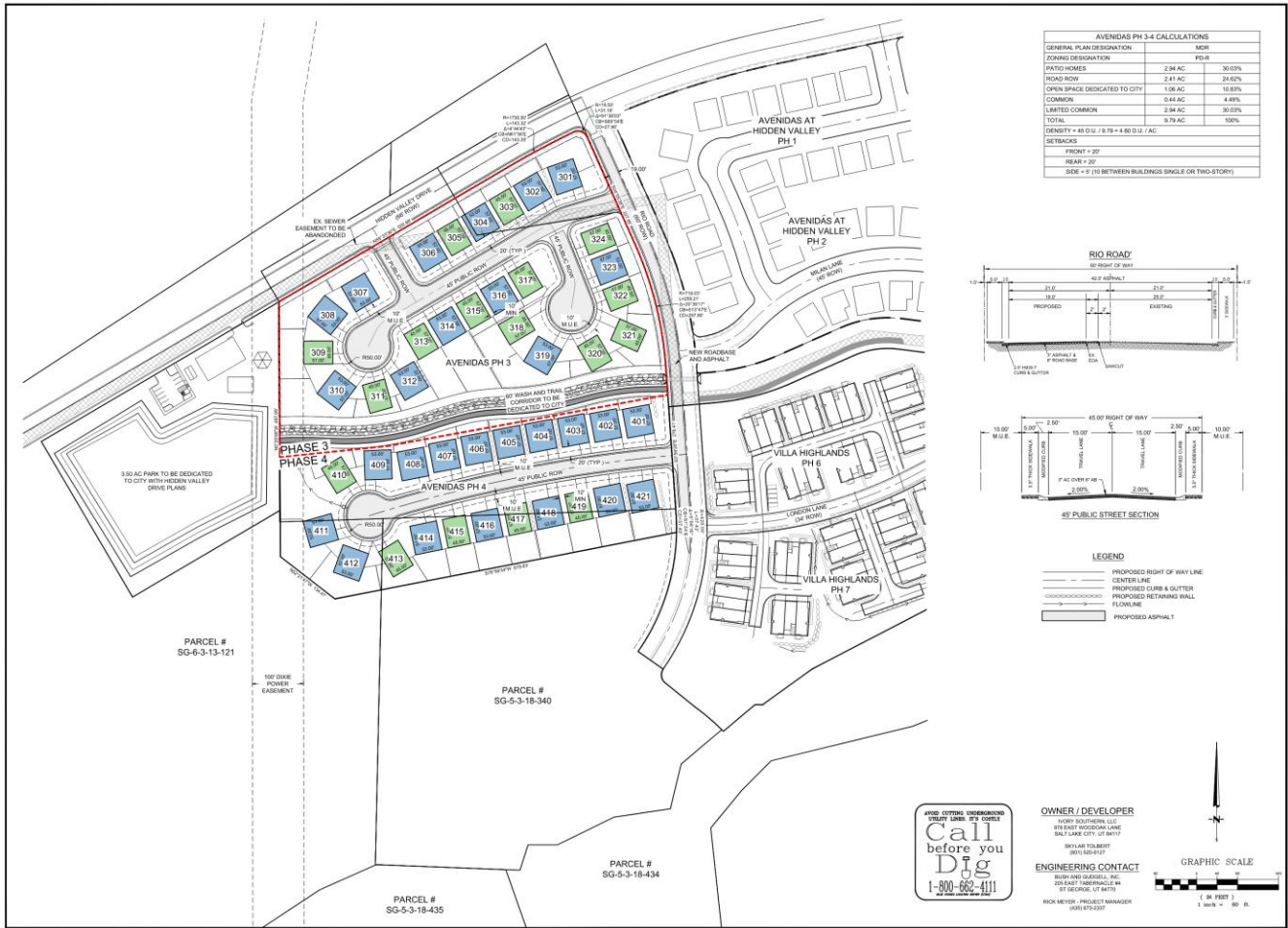
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### **LEGAL DESCRIPTION**

BEGINNING AT A POINT THAT LIES NORTH 88°52'18" WEST ALONG THE SECTION LINE 2566.91 FEET AND DUE SOUTH 1856.38 FEET, FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24°05'38" EAST 227.95 FEET; THENCE SOUTHEASTERLY ALONG A 719.03 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 13°47'06" EAST A DISTANCE OF 257.80 FEET), CENTER POINT LIES SOUTH 65°53'16" WEST THROUGH A CENTRAL ANGLE OF 20°39'17", A DISTANCE OF 259.21 FEET; THENCE SOUTH 04°02'07" EAST 126.37 FEET; THENCE SOUTH 03°56'59" EAST 150.04 FEET; THENCE SOUTHERLY ALONG A 420.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 01°33'51" EAST A DISTANCE OF 37.40 FEET), CENTER POINT LIES SOUTH 85°53'01" WEST THROUGH A CENTRAL ANGLE OF 05°06'15", A DISTANCE OF 37.42 FEET; THENCE SOUTH 78°58'34" WEST 679.63 FEET; THENCE NORTH 52°21'47" WEST 134.47 FEET; THENCE NORTH 00°20'48" WEST 497.69 FEET; THENCE NORTH 59°33'36" EAST 520.98 FEET; THENCE NORTHEASTERLY ALONG A 1730.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 61°55'57" EAST A DISTANCE OF 143.28 FEET), CENTER POINT LIES SOUTH 30°26'24" WEST THROUGH A CENTRAL ANGLE OF 04°44'43", A DISTANCE OF 143.32 FEET; THENCE SOUTHEASTERLY ALONG A 19.50 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 69°53'40" EAST A DISTANCE OF 27.96 FEET), CENTER POINT LIES SOUTH 25°41'41" EAST THROUGH A CENTRAL ANGLE OF 91°36'03", A DISTANCE OF 31.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 523,151 SQUARE FEET OR 12.00 ACRES.

# EXHIBIT "B"



**Agenda Date:** 04/02/2026

**Agenda Item Number:** 12

**Subject:**

Consider approval of Ordinance No. 2026-028 amending the Atkinville Interchange Area Commercial Planned Development Commercial zone on approximately 5.06 acres located at Pioneer Road, south of Nighthawk Drive, in order to modify the previously approved Mojave Crossing Development. (Mojave Crossing - Case No. 2026-PDA-007)

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Tucker Nipko

Reference Number: 2026-PDA-007

Address/Location:

Pioneer Road, south of Nighthawk Drive

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

A PD amendment was approved for a hotel, retail and office building on the site in March of 2025. The applicant is proposing changes to the site requiring a PD amendment. The Planning Commission held a public hearing on March 24, 2026 and heard from two Sun River residents. With a 6-0 vote, the Planning Commission recommends approval of the PD amendment with the conditions imposed on the project in 2025 and added one additional condition.

**Staff Narrative (need/purpose):**

The Mojave Crossing PD amendment was approved in March 2025 with conditions. The applicant has since revised the site plan, requiring an additional amendment. The overall layout remains largely unchanged: a 20,890 ft medical building in the northwest, an 8,900 ft retail building in the northeast, and a hotel on the south with central parking. Access remains from Nighthawk Drive and Pioneer Road only, with no connection to Sand Piper Drive. Proposed changes include adding a southeast wing to the hotel, relocating indoor amenities outdoors, and reducing rooms from 107 to 94.

**Name of Legal Dept approver:** Jami Brackin

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

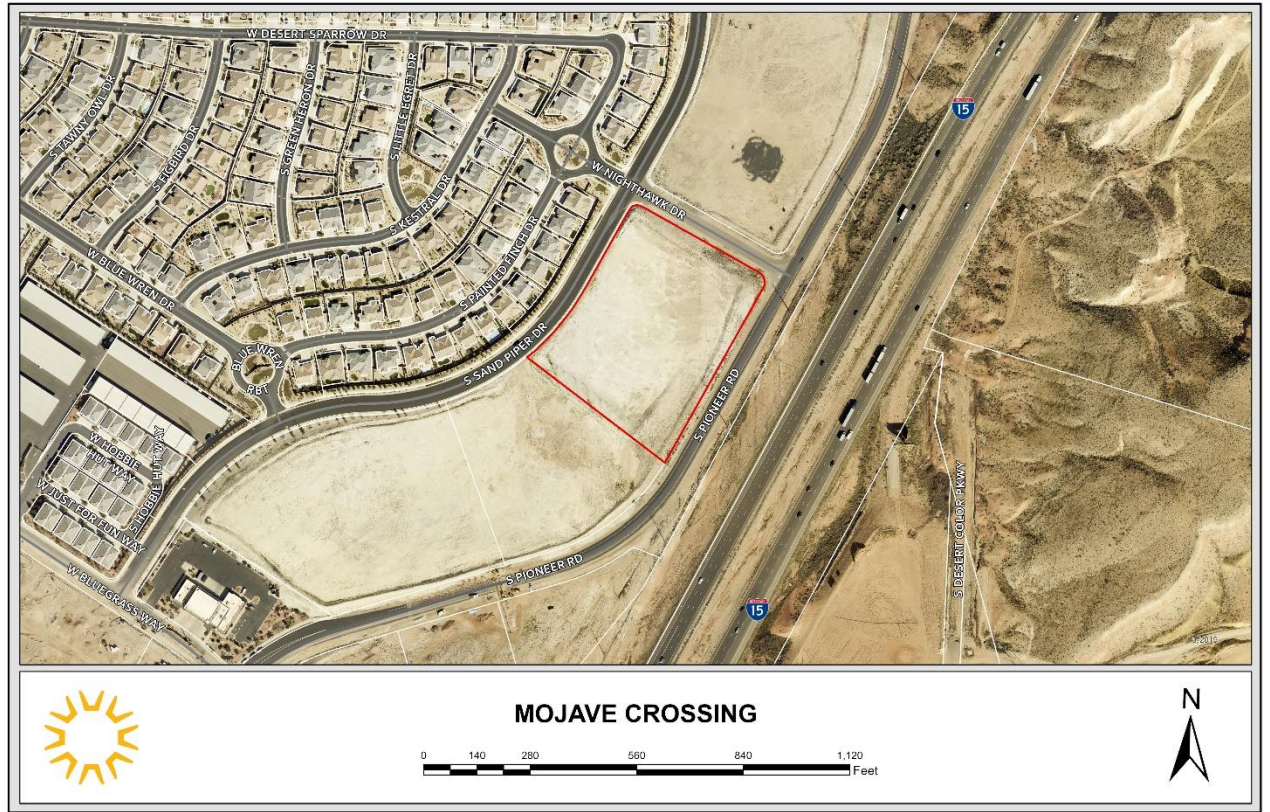
The Planning Commission held a public hearing on March 24, 2026 and heard from two Sun River residents. With a 6-0 vote, the Planning Commission recommends approval of the PD amendment with the conditions:1. That during the site plan review, the project meets all applicable city codes.2. That the maximum 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)16. That the amenity area lights are shut off by 10:00 PM

**Attachments**

PLANNING COMMISSION AGENDA REPORT: **03/24/2026**  
 CITY COUNCIL AGENDA REPORT: **04/02/2026**

<b>Mojave Crossing</b> Planned Development Amendment (Case No. 2026-PDA-007)	
<b>Request:</b>	To amend the Atkinville Interchange Area Commercial PD-C, specifically the Mojave Crossing Development. The applicant is proposing adjustments to the southeastern portion of the hotel and the amenity area.
<b>Applicant:</b>	TJN Development
<b>Representative:</b>	Tucker Nipko
<b>Location:</b>	The property is located on Pioneer Road, south of Nighthawk Drive
<b>General Plan:</b>	PD (Planned Development)
<b>Existing Zoning:</b>	PD-C (Planned Development Commercial)
<b>Surrounding Zoning:</b>	North   PD-C (Planned Development, Commercial)
	South   PD-C (Planned Development, Commercial)
	East   PD-C (Planned Development, Commercial)
	West   PD-R (Planned Development, Residential)
<b>Land Area:</b>	Approximately 4.99 acres



**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 ft<sup>2</sup> retail building, and a 20,200 ft<sup>2</sup> 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 ft<sup>2</sup> medical building, while the northeast corner includes an 8,900 ft<sup>2</sup> 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.

	<b>Approved Site</b>	<b>Proposed PD Amendment</b>
Hotel	(107 rooms) 109 stalls	(94 rooms) 96 stalls
Medical Bldg	(20,200 ft <sup>2</sup> ) 81 stalls	(20,890 ft <sup>2</sup> ) 84 stalls
Retail Bldg	(8,431 ft <sup>2</sup> ) 34 stalls	(8,898 ft <sup>2</sup> ) 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.

<b>Zoning Requirements</b>			
<b>Regulation</b>	<b>Section Number</b>	<b>Requirement</b>	<b>Staff Comments</b>
<b>Setbacks</b>	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.
<b>Uses</b>	10-8D-2	Retail, Office, and Hotel	These uses are allowed in the Atkinville PD use list and haven't changed.
<b>Height and Elevation</b>	10-8D-6	35' and 45'	The height meets the PD requirements
<b>Buffer - Protection of Residential Property</b>	10-8D-6	Conceptual landscape plan shows the 10' buffer and a 6' wall is shown.	This has not changed with this amendment.

<b>Parking</b>	10-19-5	234 parking stalls are shown	216 are required. The site plan exceeds the requirements.
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**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)

**16. That the amenity area lights are shut off by 10:00 PM**

**ALTERNATIVES:**

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

**MODEL MOTION:**

"I move that we approve the PD amendment for Mojave Crossing as presented, case no. 2026-PDA-007 based on the findings and subject to the conditions listed in the staff report."

**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**

## Mojave Crossing Planned Development Amendment

02/19/2026

We did not feel the current hotel footprint was significantly different because the building did not change location, and we lost rooms because we had to squeeze the hotel's length and width as we worked to make the site conform to city and brand requirements. This gave us the added real estate to make up the room count we were losing. We intentionally located the south wing as far to the east as the brand would allow us (Approximately 150' from Sand Piper Rd).

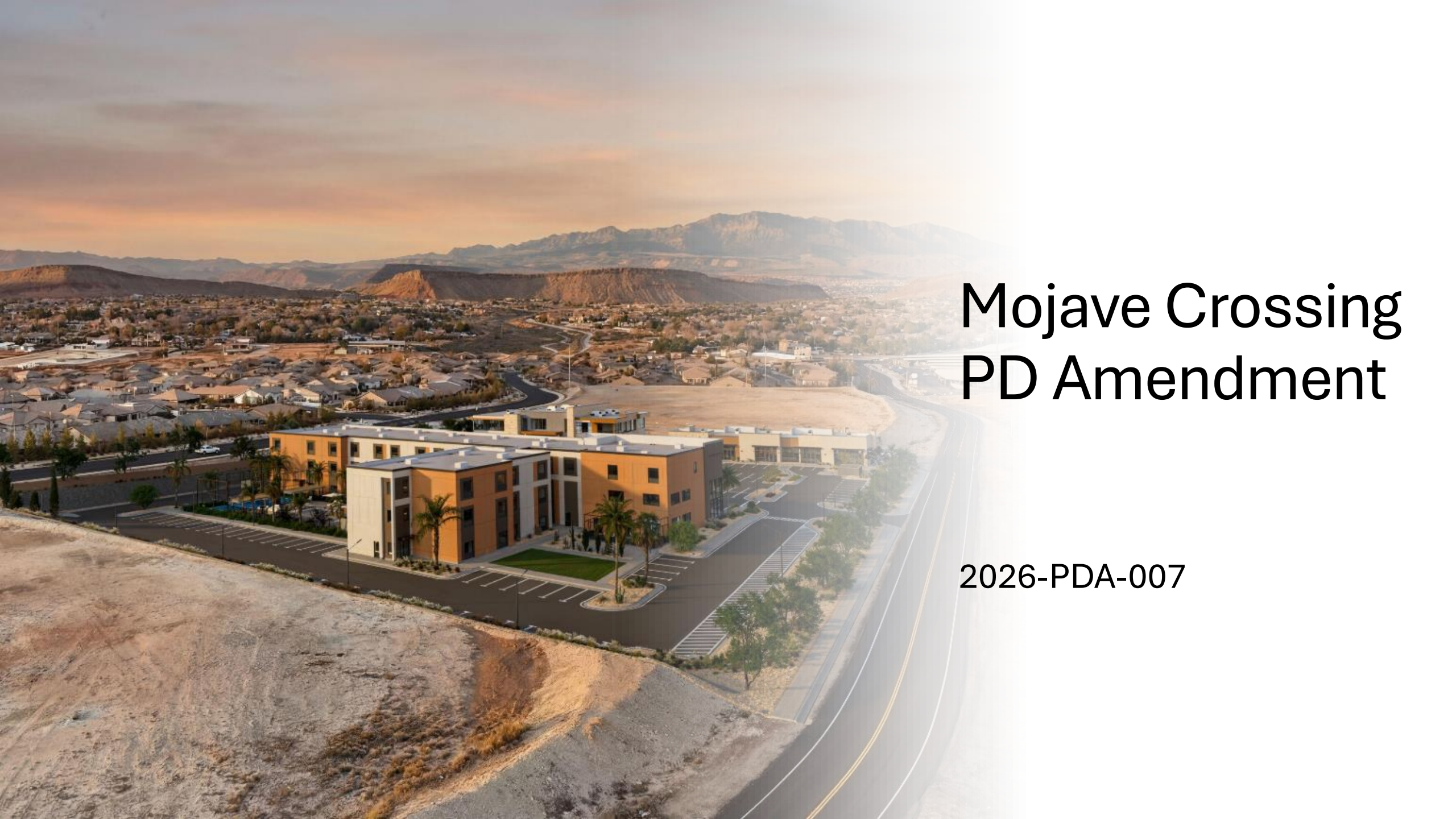
Our recollection regarding the hotel's 3-story windows at planning commission stemmed from the back of the hotel fronting Sand Piper Rd (See Attached). The Sun River residents were opposed to it because they felt hotel patrons could see into their backyards and back windows. I've attached some drone photos shot approximately 18 months ago from the west end of our lot at the 3rd story window elevation. We feel they demonstrate that very little or nothing is visible of the Sun River backyards or back windows. We followed the Planning Commission's recommendation to move the hotel to the south border of the lot as it shows currently. It was approved with the stairwell windows being the only ones that fronted Sand Piper Rd (See attached).

In summary, we did not change the location or orientation of the hotel. We modified it to keep the brand approved room count. The 3rd story windows do not front Sand Piper Rd and are far removed from Sand Piper and Sunriver. Both Sunriver and Mojave crossing have or will be required to have 6' masonry walls and trees as a barrier between them. I've attached renderings that should illustrate this point.

Tucker Nipko

## **Exhibit B**

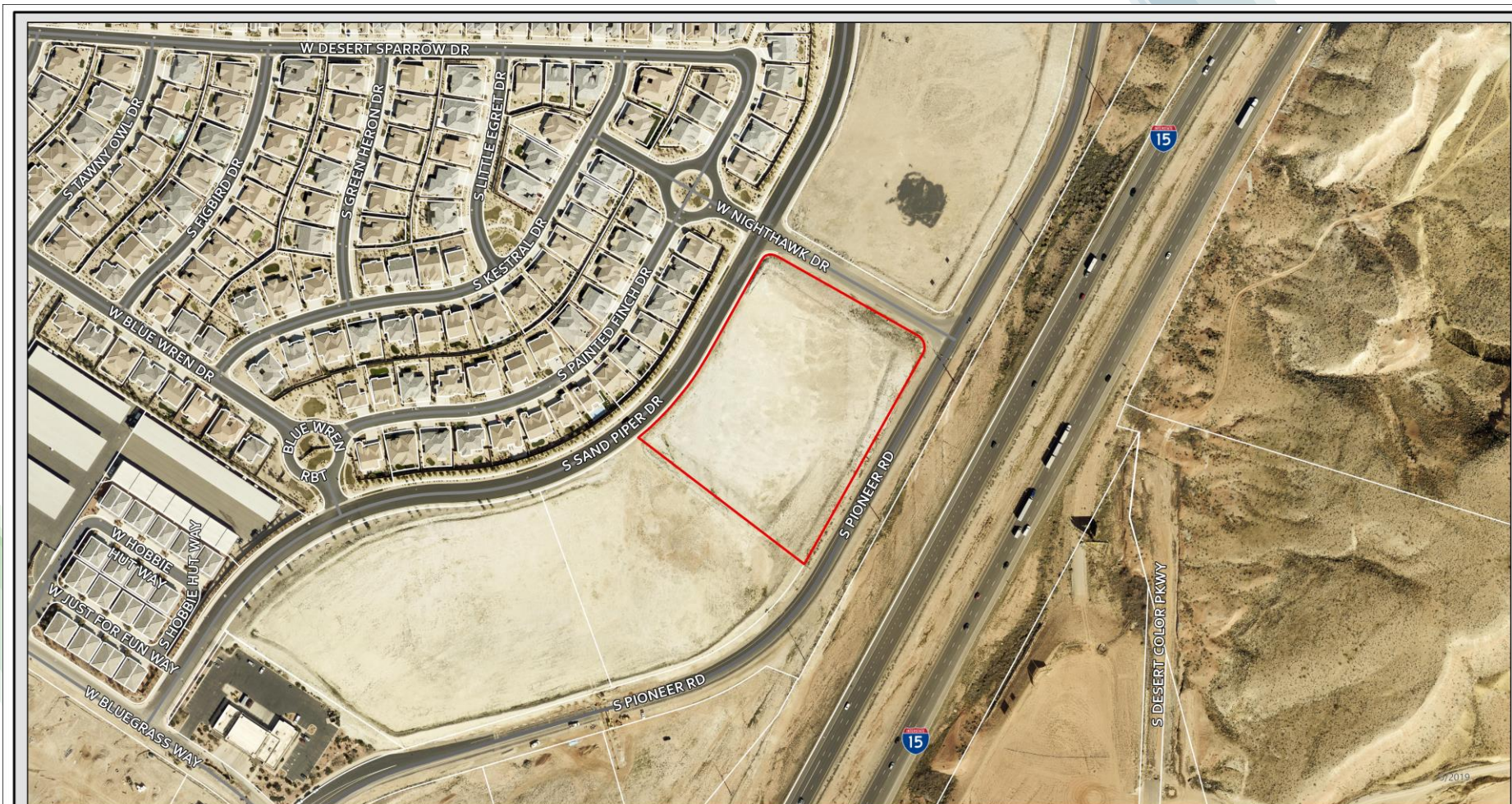
### **PowerPoint Presentation**



# Mojave Crossing PD Amendment

2026-PDA-007

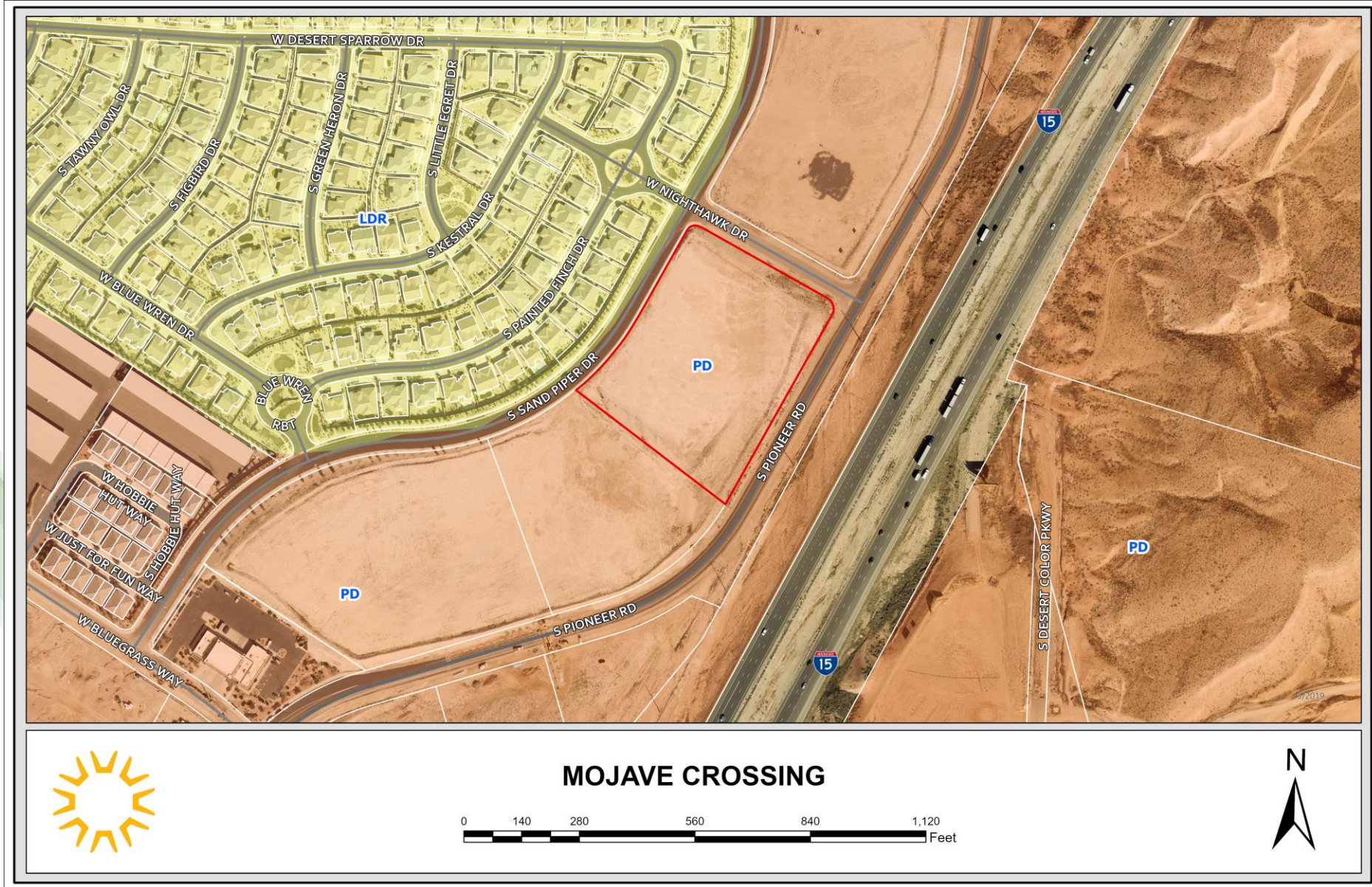
# Aerial Map



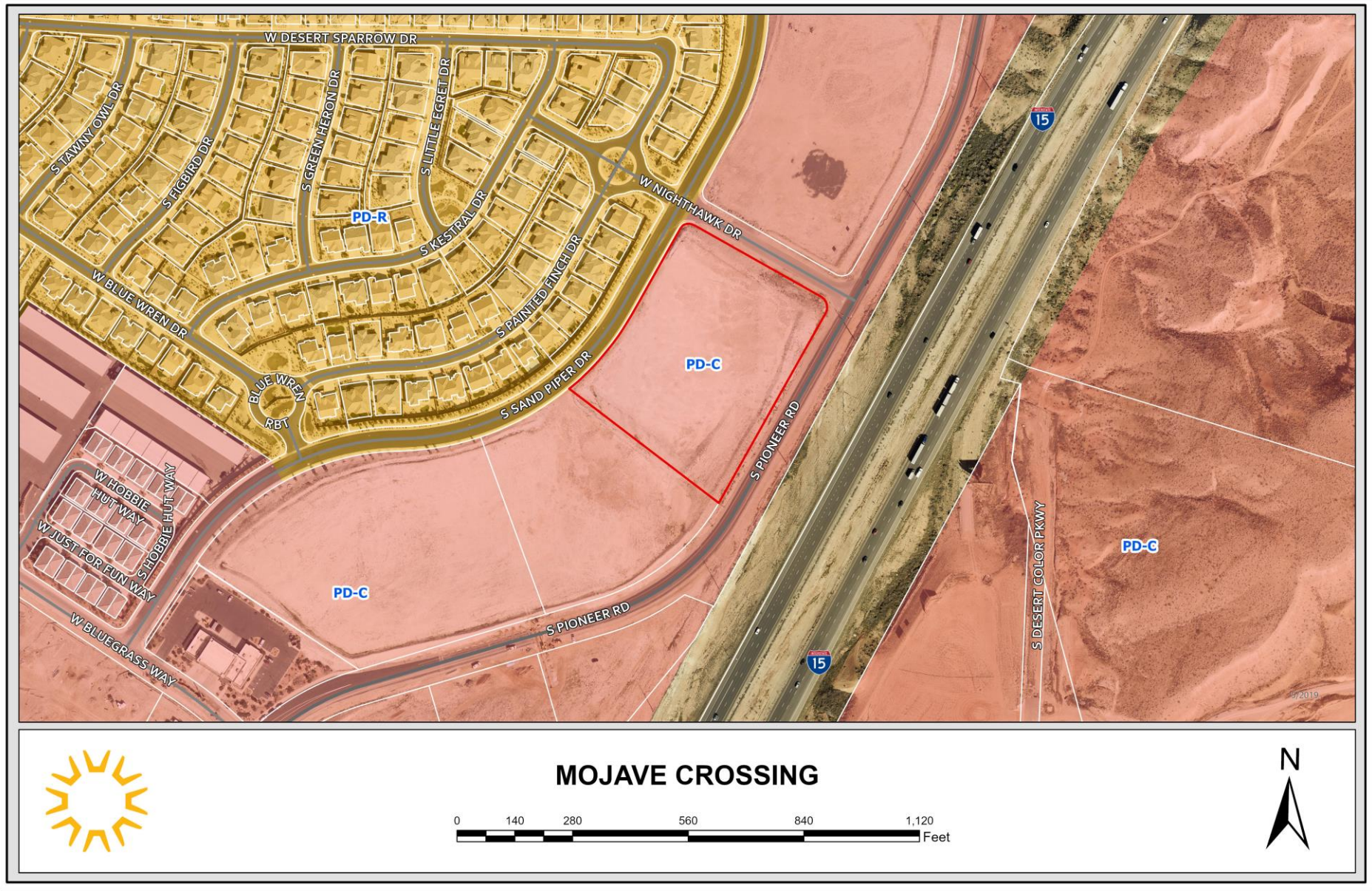
**MOJAVE CROSSING**



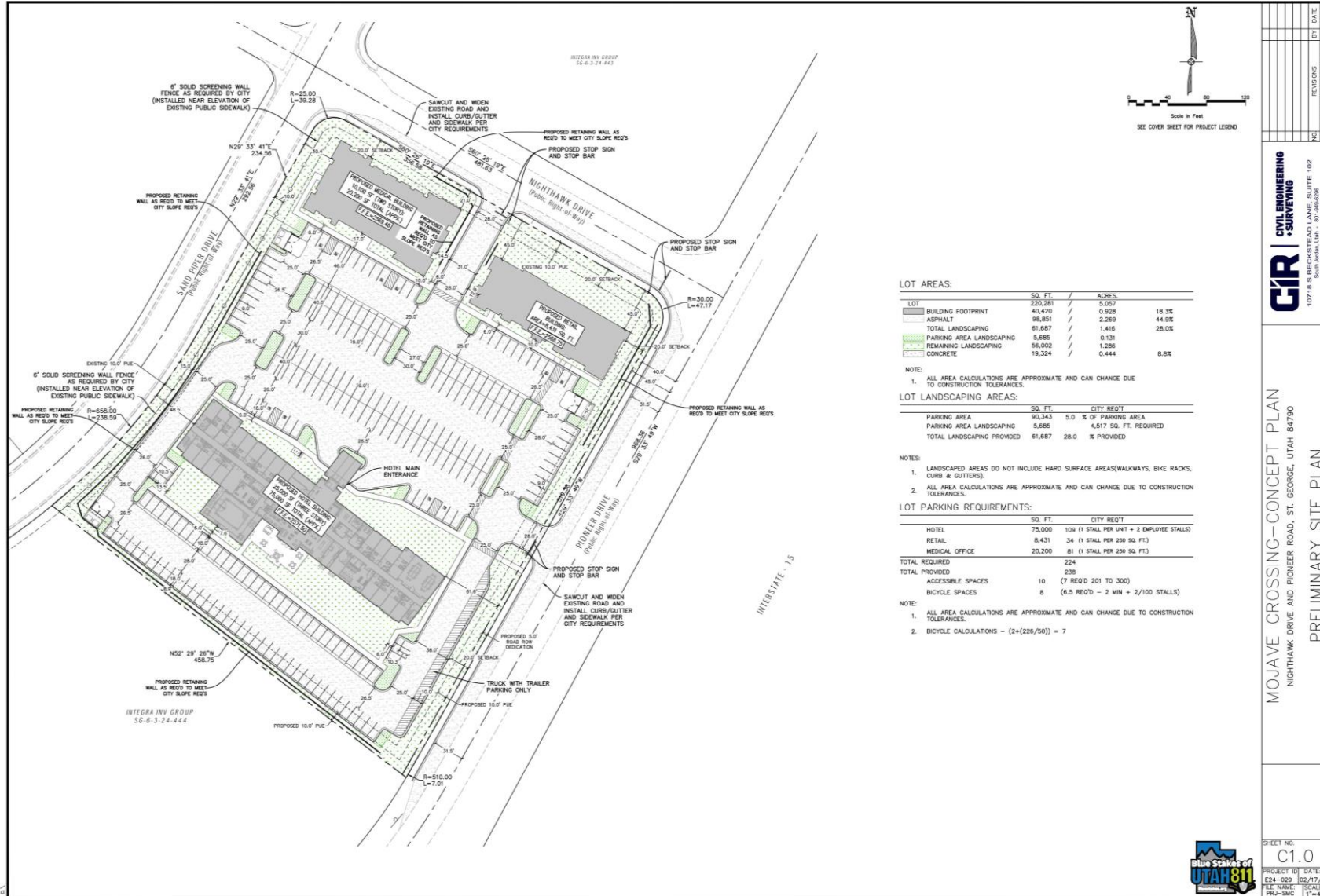
# Land Use Map



# Zoning Map



# Approved PD Site Plan (2025)



Blue Stakes of UTAH 811

SHEET NO. C1.0

PROJECT ID: E24-029

DATE: 02/17/25

FILE NAME: P12-342

SCALE: 1" = 40'

**CIR** CIVIL ENGINEERING & SURVEYING

10718 S BECKSTEAD LANE, SUITE 102  
SOUTH JORDAN, UT 84095

MOJAVE CROSSING - CONCEPT PLAN  
NIGHTHAWK DRIVE AND PIONEER ROAD, ST. GEORGE, UTAH 84790

PRELIMINARY SITE PLAN

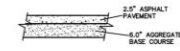
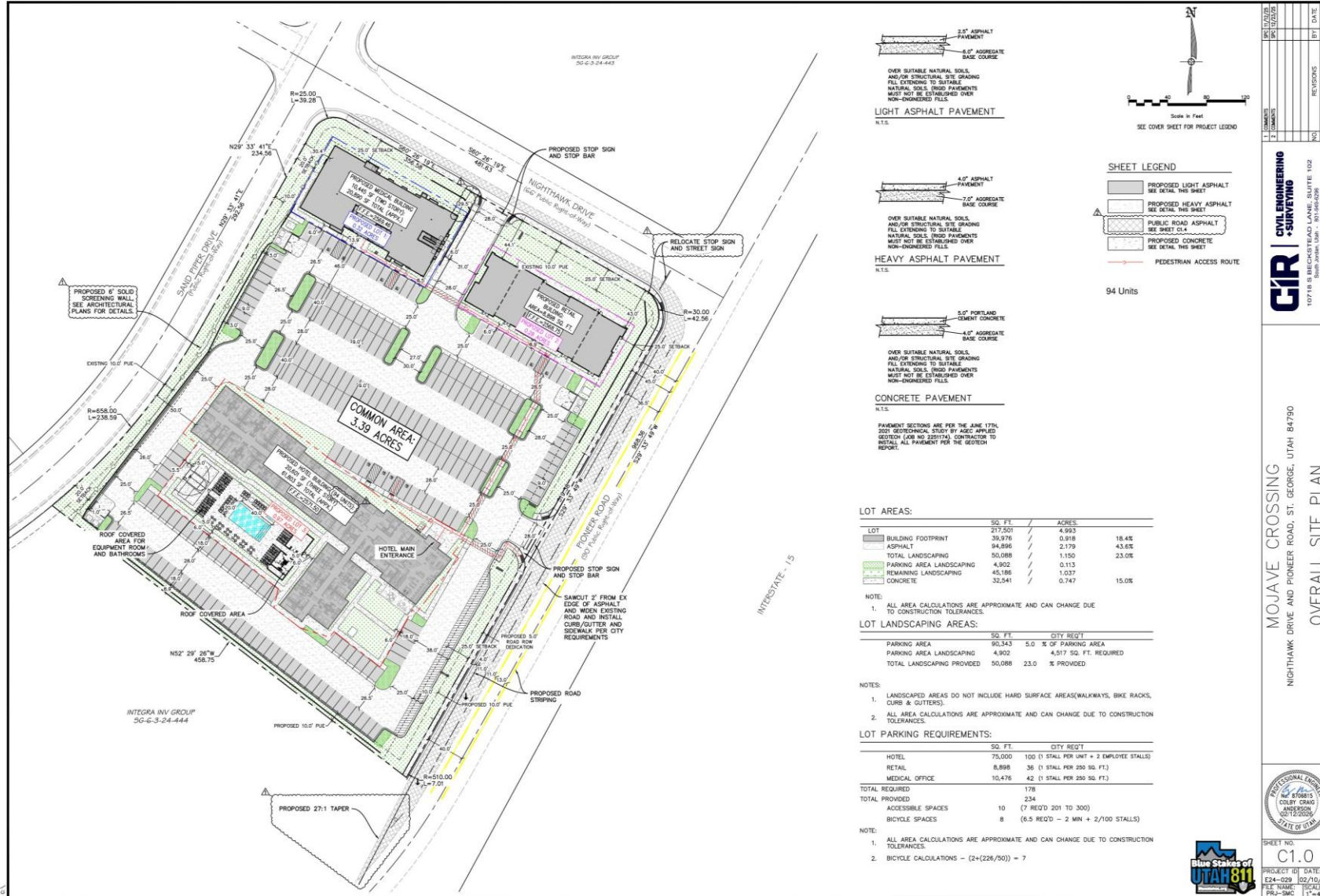
NO.	REVISIONS	BY	DATE

PROJECT ENGINEER: SOT  
CHECKED: SOT

# Approved Site Plan



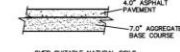
# Proposed PD Site Plan



OVER SUITABLE NATURAL SOILS AND FOR STRUCTURAL SITE DRAINING FILL EXTENDING TO SUITABLE NATURAL SOILS (ROAD PAVEMENTS MUST NOT BE ESTABLISHED OVER NON-ENGINEERED FILLS)

### LIGHT ASPHALT PAVEMENT

N.T.S.



OVER SUITABLE NATURAL SOILS AND FOR STRUCTURAL SITE DRAINING FILL EXTENDING TO SUITABLE NATURAL SOILS (ROAD PAVEMENTS MUST NOT BE ESTABLISHED OVER NON-ENGINEERED FILLS)

### HEAVY ASPHALT PAVEMENT

N.T.S.

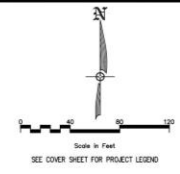


OVER SUITABLE NATURAL SOILS AND FOR STRUCTURAL SITE DRAINING FILL EXTENDING TO SUITABLE NATURAL SOILS (ROAD PAVEMENTS MUST NOT BE ESTABLISHED OVER NON-ENGINEERED FILLS)

### CONCRETE PAVEMENT

N.T.S.

PAVEMENT SECTIONS ARE PER THE JUNE 17TH, 2021 GEOTECHNICAL STUDY BY AEGC-APRVED GEOTECH (JOB NO 220714). CONTRACTOR TO INSTALL ALL PAVEMENT PER THE GEOTECH REPORT.



### SHEET LEGEND

- PROPOSED LIGHT ASPHALT SEE DETAIL THIS SHEET
- PROPOSED HEAVY ASPHALT SEE DETAIL THIS SHEET
- PUBLIC ROAD ASPHALT SEE SHEET 01.4
- PROPOSED CONCRETE SEE DETAIL THIS SHEET
- PEDESTRIAN ACCESS ROUTE

94 Units

### LOT AREAS:

LOT	50' FT	ADRES
BUILDING FOOTPRINT	39,976	0.918
ASPHALT	94,696	2.179
TOTAL LANDSCAPING	50,088	1.150
PARKING AREA LANDSCAPING	4,902	0.113
REMAINING LANDSCAPING	45,186	1.037
CONCRETE	32,541	0.747

NOTE:  
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

### LOT LANDSCAPING AREAS:

50' FT	CITY REQ'
PARKING AREA	50.343 5.0 % OF PARKING AREA
PARKING AREA LANDSCAPING	4,902 4,917 SQ. FT. REQUIRED
TOTAL LANDSCAPING PROVIDED	50,088 23.0 % PROVIDED

NOTES:  
1. LANDSCAPED AREAS DO NOT INCLUDE HARD SURFACE AREAS(WALKWAYS, BIKE RACKS, CURBS & GUTTERS).  
2. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.

### LOT PARKING REQUIREMENTS:

50' FT	CITY REQ'
HOTEL	75,000 100 (1 STALL PER UNIT + 2 EMPLOYEE STALLS)
RETAIL	8,898 36 (1 STALL PER 250 SQ. FT.)
MEDICAL OFFICE	10,476 42 (1 STALL PER 250 SQ. FT.)
TOTAL REQUIRED	178
TOTAL PROVIDED	234
ACCESSIBLE SPACES	10 (7 REQ'D 201 TO 300)
BICYCLE SPACES	8 (6.5 REQ'D - 2 MIN + 2/100 STALLS)

NOTE:  
1. ALL AREA CALCULATIONS ARE APPROXIMATE AND CAN CHANGE DUE TO CONSTRUCTION TOLERANCES.  
2. BICYCLE CALCULATIONS - (2+(226/50)) = 7

**CIVIL ENGINEERING & SURVEYING**  
 10718 S BECKSTEAD LANE, SUITE 102  
 SOUTH JORDAN, UT 84099  
 TEL: 313.383.8888 FAX: 313.383.8889  
 WWW.CIR-UTAH.COM

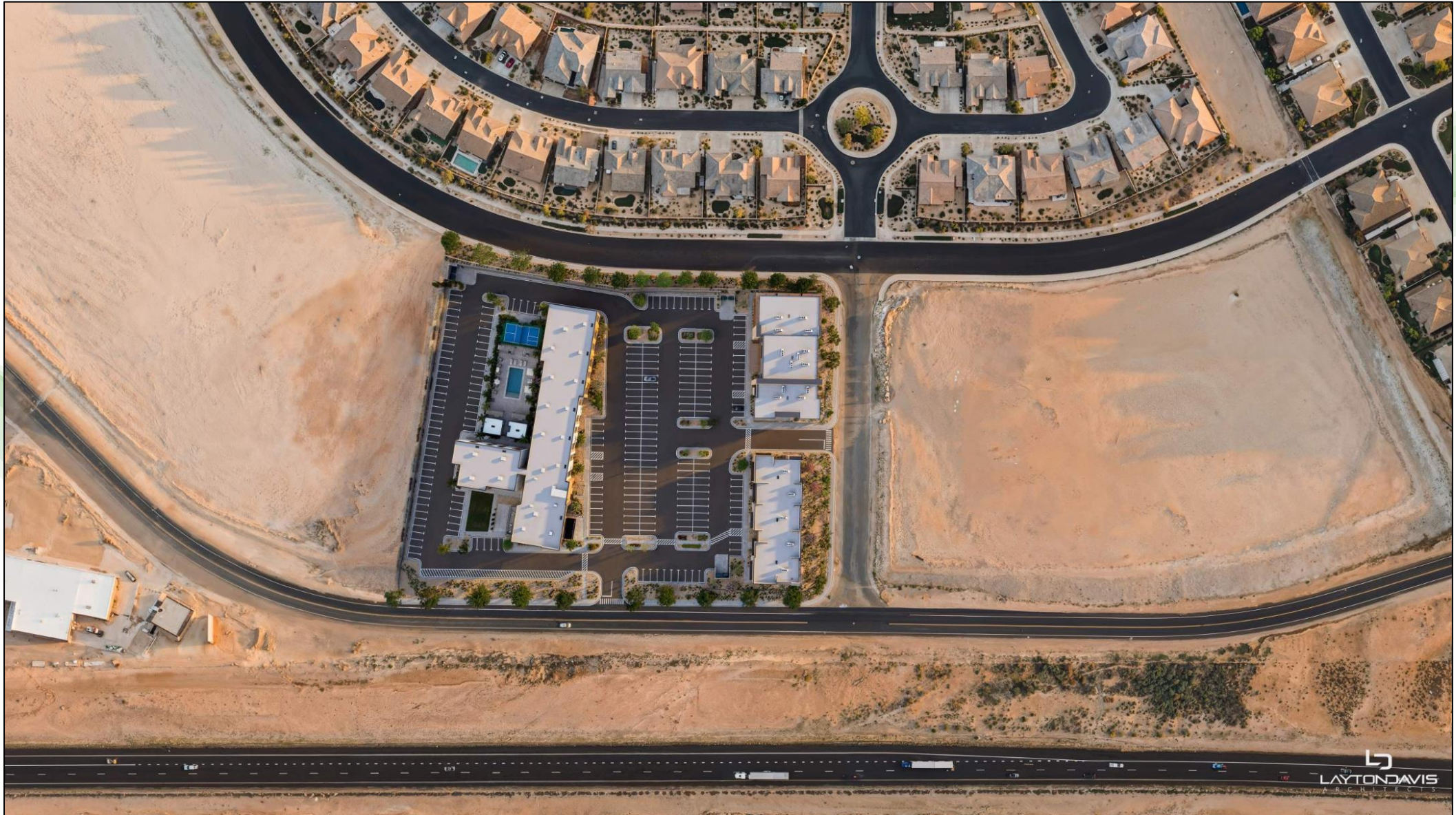
**MOJAVE CROSSING**  
 NIGHTHAWK DRIVE AND PIONEER ROAD, ST. GEORGE, UTAH 84790  
**OVERALL SITE PLAN**



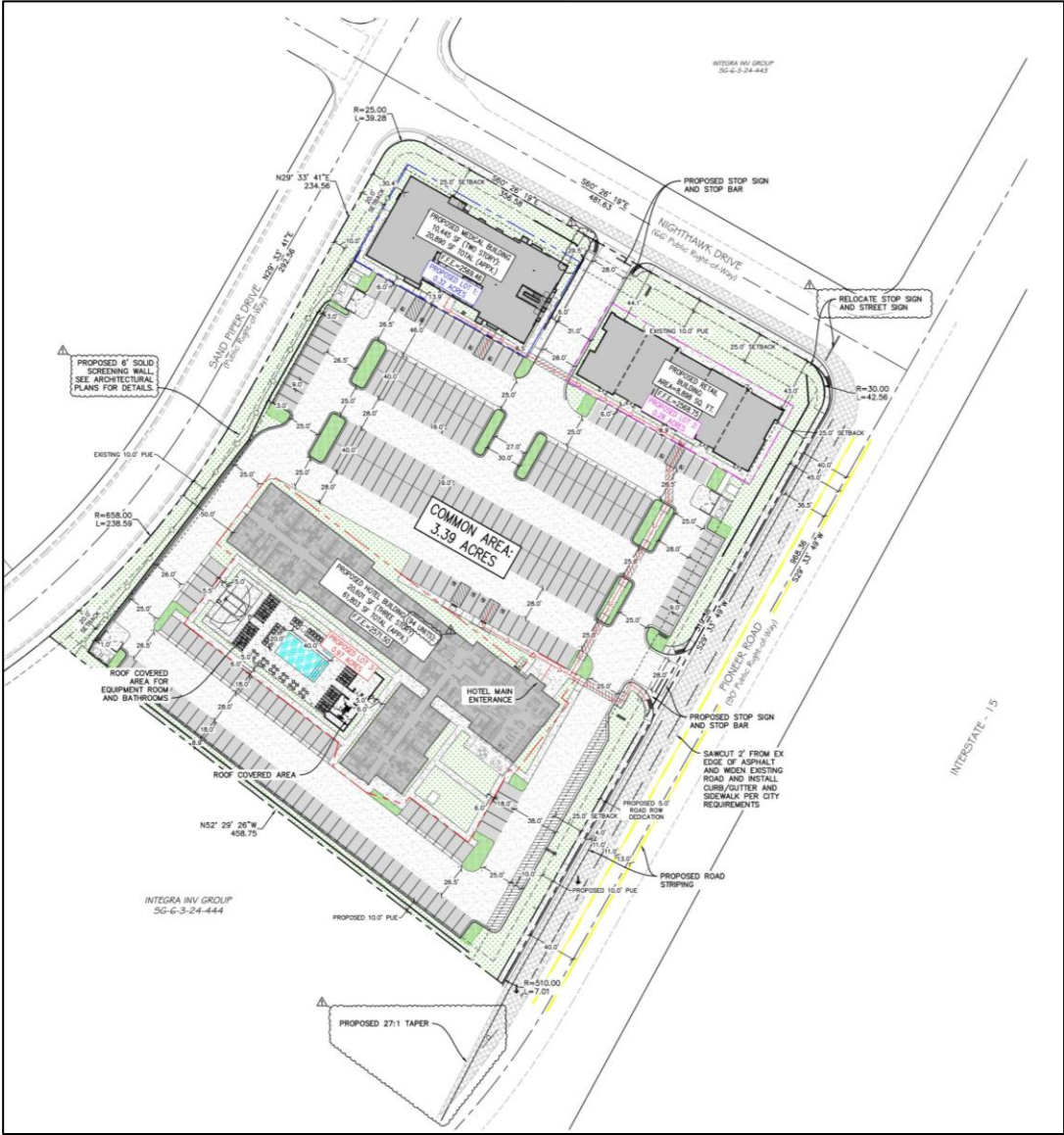
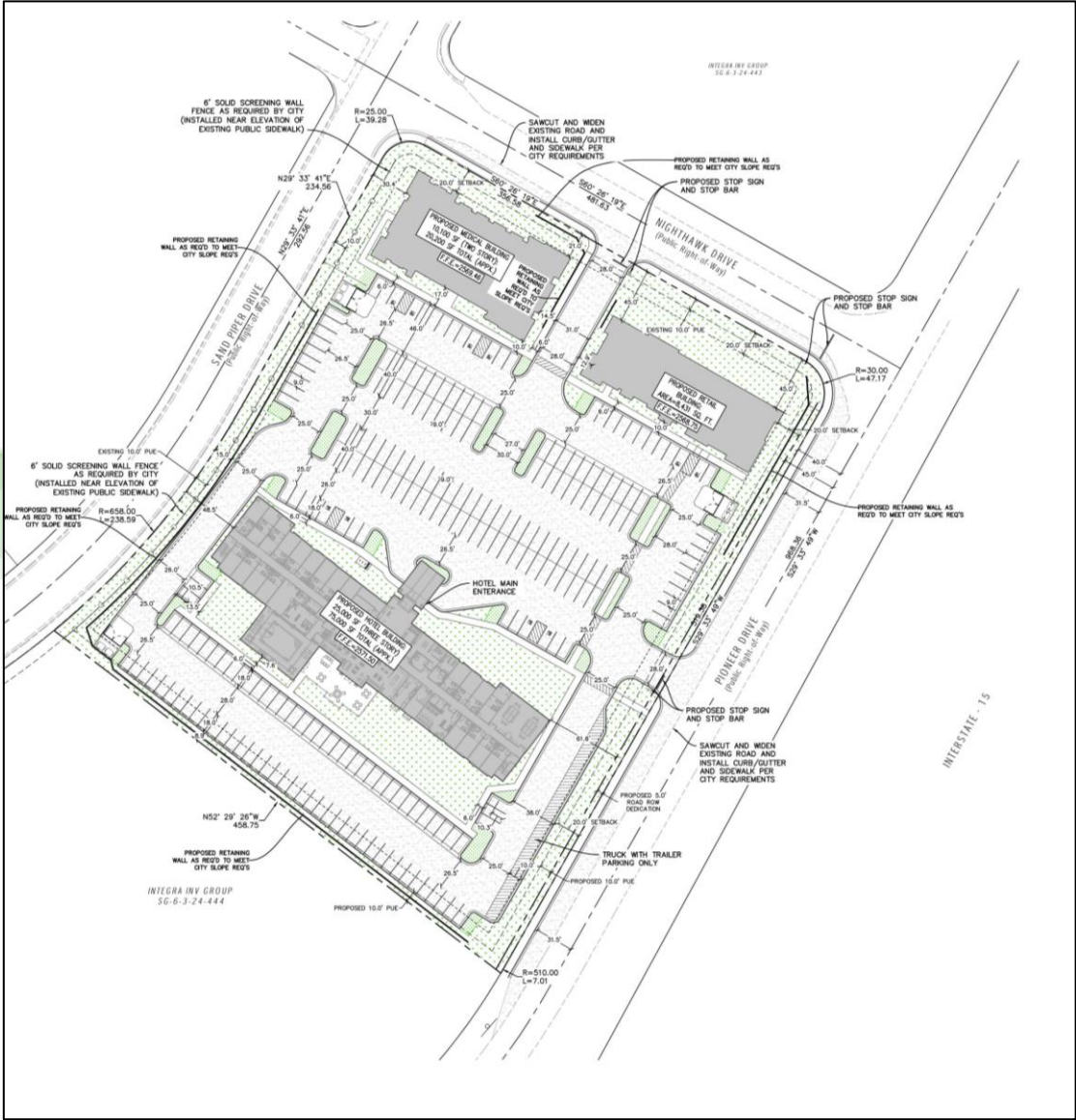
SHEET NO. **C1.0**  
 PROJECT ID: E24-029 DATE: 02/10/26  
 FILE NAME: SCALE: 1"=40'  
 PROJECT NUMBER: 501



# Proposed Site Plan

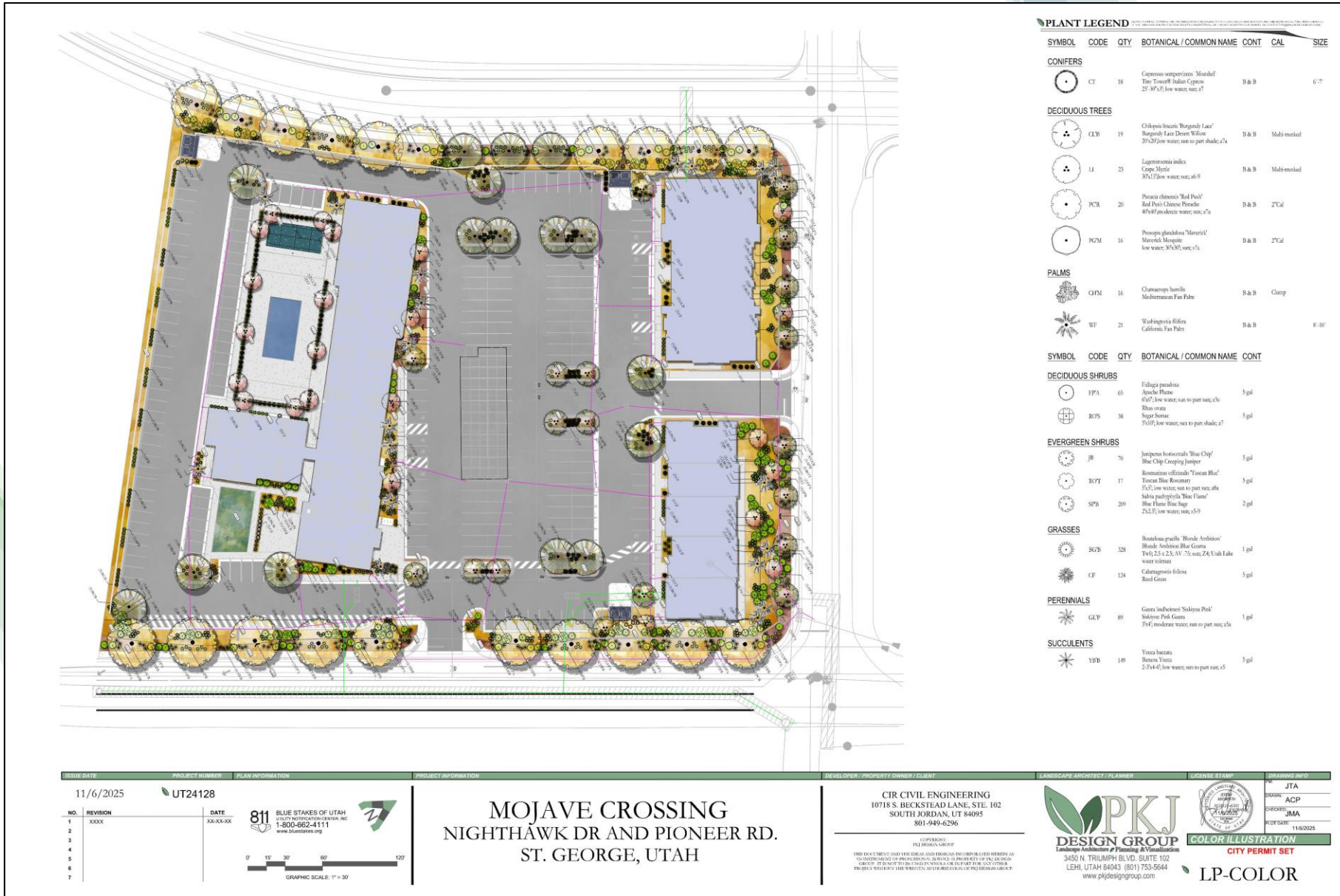


# Approved & Proposed





# Landscape Plan



ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
11/6/2025	UT24128						DRAWN BY: JTA CHECKED BY: ACP DATE: 11/6/2025 CITY PERMIT SET LP-COLOR
NO. REVISION 1 XXXX 2 3 4 5 6 7	DATE XX-XX-XX 811 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.811utah.com	<b>MOJAVE CROSSING</b> NIGHTHAWK DR AND PIONEER RD. ST. GEORGE, UTAH		CIR CIVIL ENGINEERING 10718 S. BECKSTEAD LANE, STE. 102 SOUTH JORDAN, UT 84095 801-949-6296		PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization 3440 N. TRIUMPH BLVD., SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com	
GRAPHIC SCALE: 1" = 30' 		THIS DOCUMENT AND THE DESIGN AND DRAWINGS INCORPORATED HEREIN ARE THE PROPERTY OF PROFESSIONAL SERVICE GROUP, INC. OR ITS DESIGN GROUP. IT IS NOT TO BE REPRODUCED, COPIED, OR IN ANY MANNER USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF PROFESSIONAL SERVICE GROUP, INC.					

# Parking Requirements

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

# Approved Renderings



# Approved Renderings



# Approved Renderings



# Approved Renderings



# Proposed Renderings



# Proposed Renderings



# Proposed Renderings



# Proposed Renderings



# Proposed Renderings



# Drone Photos



# Drone Photos



# Recommendation and Conditions:

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)
- 16. That lights around the amenity area are shut off by 10:00 PM.**

# Model Motion

“I move that we approve the Mojave Crossing Planned Development Amendment, as proposed by the applicant, with the conditions listed in the staff report, *(and as modified by adding the following additional condition(s)...).*”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ATKINVILLE INTERCHANGE AREA PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 5.06 ACRES, LOCATED GENERALLY ON PIONEER ROAD, SOUTH OF NIGHTHAWK DRIVE, FOR THE PURPOSE OF BUILDING A 94-ROOM HOTEL, A 20,890 SQUARE FOOT MEDICAL OFFICE, AND A 8,900 SQUARE FOOT RETAIL CENTER FOR A PROJECT TO BE KNOWN AS MOJAVE CROSSING.**

(Mojave Crossing)

**WHEREAS**, the property owner has requested to amend the Atkinville Interchange Area PD-C (Planned Development Commercial) on approximately 5.06 acres, located generally on Pioneer Road, south of Nighthawk Drive, for the purpose of building a 94-room hotel, 20,890 square-foot medical office, and an 8,900 square foot retail center; and

**WHEREAS**, the City Council held a public meeting on this request on April 2, 2026; and

**WHEREAS**, the Planning Commission held a public hearing on this request on March 24, 2026, and recommended approval with a 6-0 vote.

**WHEREAS**, the City Council has determined that the requested change to the previously approved Planned Development Commercial is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George to approve the project with conditions.

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

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

**Section 2. Enactment.** The approved planned development amendment within the PD-C Zone for the property described in Exhibit "A", shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional buildings as shown in Exhibit "B". The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "C".

**Section 3. Conditions of Approval.** The approval of the planned development is conditioned upon the following:

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 be restricted along the east side of Sand Piper Drive.
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. That 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)
16. That the amenity area lights are shut off by 10:00 PM

**Section 4. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5. Effective Date.** This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 2<sup>nd</sup> day of April, 2026.

CITY OF ST. GEORGE:

ATTEST:

\_\_\_\_\_  
Jimmie B. Hughes, Mayor

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Councilmember Larkin \_\_\_\_\_  
 Councilmember Larsen \_\_\_\_\_  
 Councilmember Tanner \_\_\_\_\_  
 Councilmember Kemp \_\_\_\_\_  
 Councilmember Anderson \_\_\_\_\_

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

## Exhibit "A" – Mojave Crossing Legal Description

Account Number 1104870

Parcel Number SG-6-3-24-442

Tax District 08 - St George City

Acres 5.06

Situs 0, 0

Legal S: 24 T: 43S R: 16W BEGINNING AT A POINT ON THE WESTERLY LINE OF PIONEER ROAD (ENTRY NO. 594444), SAID POINT BEING NORTH 01°13'39" EAST 3,853.04 FEET ALONG AND BEYOND THE SECTION LINE AND EAST 5,916.90 FEET FROM THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 52°29'26" WEST 458.75 FEET TO THE EASTERLY LINE OF SAND PIPER DRIVE; THENCE NORTHERLY THE FOLLOWING (3) COURSES ALONG THE EASTERLY LINE OF SAND PIPER DRIVE; THENCE NORTHEAST 238.59 FEET ALONG AN ARC OF A 658.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 39°39'49" WEST, LONG CHORD BEARS NORTH 39°56'56" EAST 237.29 FEET WITH A CENTRAL ANGLE OF 20°46'32"); THENCE NORTH 29°33'40" EAST 234.56 FEET; THENCE EAST 39.27 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 60°26'20" EAST, LONG CHORD BEARS NORTH 74°33'40" EAST 35.36 FEET WITH A CENTRAL ANGLE OF 90°00'00") TO THE SOUTHERLY LINE OF NIGHTHAWK DRIVE; THENCE EASTERLY THE FOLLOWING (2) COURSES ALONG SAID SOUTHERLY LINE OF NIGHTHAWK DRIVE; THENCE SOUTH 60°26'20" EAST 356.58 FEET; THENCE SOUTH 47.13 FEET ALONG AN ARC OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 29°33'40" WEST, LONG CHORD BEARS SOUTH 15°26'16" EAST 42.43 FEET WITH A CENTRAL ANGLE OF 90°00'08") TO SAID WESTERLY LINE OF PIONEER ROAD; THENCE SOUTH 29°33'48" WEST 526.39 FEET ALONG SAID WESTERLY LINE PIONEER ROAD TO POB.



Exhibit "C" – Mojave Crossing Parcel Exhibit

