

**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, August 6, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

- 1. Mayor's recognitions, proclamations, and updates.**
 - a. Read a Proclamation proclaiming August 2 – 8, 2026 as National Farmers Market Week.**
 - b. Presentation from the St. George Exchange Club.**
- 2. Comments from the public.**

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

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

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

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

Rules for making comments:

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

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

3. Consent Calendar.

a. Consider approval to award a bid to Peak Asphalt for the chip seal oil supply.

BACKGROUND and RECOMMENDATION: This item is to award a bid for the purchase of 2,500 tons of chip seal oil from Peak Asphalt in the amount of \$1,371,175. Chip seal oil is used as part of the city's annual pavement maintenance program to protect the surface of roadways in the community from sun and water damage. Formal bids were requested and the city received two bids. The low bid was received from Peak Asphalt in the amount of \$1,371,175. Staff recommends approval.

b. Consider award of bid to Irby Utilities for the purchase of 750 Primary Wire for the Bluff Street project.

BACKGROUND and RECOMMENDATION: This item is for the purchase of 750 Primary wire that will be used for the Bluff Street project. The city received four bids; Irby Utilities provided the lowest bid with acceptable lead times. Staff recommends award of the bid to Irby Utilities in the amount of \$112,000.00

c. Consider award of bid to Grass Creek Construction for the remodel of the police department campus located at 175 East 200 North.

BACKGROUND and RECOMMENDATION: This item is to award a bid for the remodel of the police department campus located at 175 East 200 North. The former city hall, records storage building, and the current police station will become the St. George Police Department campus and all buildings will be renovated to accommodate the growing needs of the police department. These improvements will provide additional space for the Echo Unit, Training Unit, Investigations, Patrol, Victim Services, and the Quarter Master. Staff released a request for proposals and 5 responses were received back. After completing an evaluation of the proposals, Grass Creek Construction received the highest score and is recommended for award. Grass Creek's bid totaled \$5,644,385. Staff recommends award.

d. Consider approval of contract renewal for Artic Wolf cyber security monitoring software.

BACKGROUND and RECOMMENDATION: This item is to consider approval of a three year agreement for Artic Wolf cyber security monitoring software. The City has used Arctic Wolf for cybersecurity services for the past four years. Arctic Wolf is used to provide security for the city's networks. This renewal will be through a state contract. The annual cost of the proposed renewal is \$128,585. Staff recommends approval.

e. Consider approval of Change Order 1 with Inliner Solutions for Sewer Relining projects.

BACKGROUND and RECOMMENDATION: This item is to consider approval of change order 1 to the contract with Inliner Solutions for 2026 Sewer Relining. The Water Services Department budgets for sewer line rehabilitation on an annual basis. Through routine video inspection of the wastewater collection system, deteriorating wastewater lines are identified and evaluated for full replacement or rehabilitation. The contract with Inliner Solutions was awarded on the May 5, 2026 City Council meeting. Change order 1 would add 29 additional sections of sewer pipe

rehabilitation that were planned for in FY 2027. The total cost of the change order is \$740,980. This change order allows the City to complete the additional work under the existing contract while retaining the competitively established unit prices from the original agreement. Staff recommends approval.

f. Consider approval of change order for the new Suntran Transit Facility.

BACKGROUND and RECOMMENDATION: This item is for a change order to the contract with Bonneville for the construction of the new Suntran Transit Facility. This change order will add bus canopies to the facility. These canopies will help protect the buses from the weather and help mitigate significant heat build up in the buses prior to entering service. The current location on Red Hills has canopies and this is something typical in the industry. The proposed change order is \$861,985.74. Because of savings realized through a previous change order that eliminated the automatic drive-through bus wash, the net impact to the project budget is an increase of \$461,986. Funding for this request is proposed to come from grant funds received from the State for the Zion Route. Staff recommends approval contingent upon approval of the associated budget amendment.

g. Consider approval of the purchase of an 8" submersible Sewer Bi-Pass Pump.

BACKGROUND and RECOMMENDATION: This agenda item is for the purchase of an 8", hydraulic driven, diesel powered, mobile submersible pump from MWI Corporation. This is a Sole Source purchase because this is the only manufacturer that can provide this type of submersible pump with the flow and head range that we need. The wide flow and head range that this pump can provide gives us great flexibility in not only using the pump within the wastewater treatment plant, but also gives us the ability to use this as a bi-pass pump within our collection system, where the flows vary significantly. The cost of this pump from MWI Corporation is \$103,268. Staff recommends approval.

h. Consider approval of a Professional Services Agreement (PSA) with Civil Science Infrastructure, Inc. for bidding and construction phase services for Thunder Junction Phase 2.

BACKGROUND and RECOMMENDATION: Civil Science Infrastructure, Inc. recently completed the civil design portion of the construction documents for Thunder Junction Phase 2 and now the project is ready to move on to bidding and construction. This proposed PSA with Civil Science Infrastructure, Inc. is to provide bid and construction phase services for Thunder Junction Phase 2. The proposed cost for these services is \$232,500. The Thunder Junction Phase 2 project is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

i. Consider approval of an agreement to purchase a real property (SG-5-2-34-42001 & SG-5-2-34-434) from Windmill Plaza LLC, Quality Development LLC, and K&D Family, LLC.

BACKGROUND and RECOMMENDATION: This item is for the acquisition of the real property that contains an existing City sewer line and storm drain line. The City is interested in acquiring the property to control and protect the existing public utility infrastructure. It is expected that a trail would be installed on this property.

- j. **Consider approval of the continued sponsorship of the Boys & Girls Club of Southern Utah 4th Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser in the amount of \$3,000.**

BACKGROUND and RECOMMENDATION: The Boys & Girls Club is now entering its fifth year of operations in St. George, providing a safe place for kids with nowhere to go after school. The Boys & Girls Club provides academic support, enrichment activities, hands-on STEM experiences, teaches digital safety and responsibility, and even feeds the kids a delicious meal and snacks every day! These programs are currently offered at 8 Schools in St. George at no cost to the kids or their families. This program has been so successful that there is now a waiting list of kids to join. The Council approved sponsorship in 2023, 2024, and 2025 for the Club's previous golf tournament fundraising events. The Boys & Girls Club is holding the 4th Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser on September 9, 2026, to raise funds to support this very successful program in our schools, and is requesting sponsorship from the City of \$3,000.

- k. **Consider approval of a fee waiver for the annual Bloomington Community Picnic organized by The Church of Jesus Christ of Latter-day Saints Bloomington stake.**

BACKGROUND and RECOMMENDATION: This is an annual event that the community of Bloomington has held for many years. The event will be held on October 1, 2026, and will offer food, stations to visit, and activities free to the public. The fee waiver request totals \$600 and includes: 1) Special Event application fee (\$150); and 2) Park Reservation fee plus deposit (\$450). Staff recommends approval of waiving the fees for this and future events.

- l. **Consider approval to allow Hive 435 Taphouse Inc. to provide beer and wine for the annual Dinner on Main Dixie Days Event.**

BACKGROUND and RECOMMENDATION: The Hive 435 Taphouse is requesting consent to provide beer and wine on city property for the September 17, 2026 Dinner on Main event. Dinner on Main during Dixie Days is a dynamic celebration of Southern Utah's culinary scene, revitalizing historic Main Street with an unforgettable outdoor dining experience. Indulge in exquisite multi-course menus crafted by local chefs, accompanied by live music and art.

- m. **Consider approval to allow the St. George Lions to hold a beer garden at the 92nd Lions Dixie Round Up Rodeo to be held on September 17-19, 2026 at the Dixie Sunbowl.**

BACKGROUND and RECOMMENDATION: For 92 years, the St. George Lions Club continues to bring the community together for the Dixie Round Up Rodeo. They have applied to hold a Beer Garden as part of their event in a safe and secure area. The proceeds from the annual rodeo are given back to the members of the community.

- n. **Consider a fee waiver for the annual Recovery Day Fun Run and Recovery Day, as part of National Recovery Month in September.**

BACKGROUND and RECOMMENDATION: The 2026 Recovery Day will be held at JC Snow Park & the 2026 Recovery Day Fun Run held at Crosby Confluence Park-Virgin River North Trail, as part of National Recovery Month in September. These are annual events that celebrate individuals in recovery from substance use disorders

and mental illness. Held in September as part of National Recovery Month, it's a free, family-friendly event designed to promote health, hope, unity, and healing within the community. The day typically features a resource fair with local service providers and community allies, live music, food vendors, and inspiring speakers.

o. Consider approval of the minutes from the meeting held on July 16, 2026.

4. Public hearing and consideration of Resolution No. 2026-017R to review and approve amendments to the Fiscal Year 2026-27 Budget.

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

5. Consider approval of a Conditional Use Permit for a development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately .63 acres located at 801 South Bluff Street. (Case No. 2026-CUP-004 - UCCU St George Place)

BACKGROUND and RECOMMENDATION: This proposal is a conditional use permit for the first newly constructed building in the St George Place Development. At their meeting held on July 14, 2026, the Planning Commission recommended approval with a unanimous vote of 6-0.

6. Consider approval of a Conditional Use Permit for a development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately 6.62 acres approximately located south of Southern Parkway and west of Desert Canyons Parkway. (Case No. 2026-CUP-002 - Desert Corner)

BACKGROUND and RECOMMENDATION: The proposal is for a nine (9) building development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately 6.62 acres. At their meeting held on June 23, 2026 the Planning Commission recommended approval with a unanimous vote of 7-0.

7. Consider approval of Ordinance No. 2026-057 amending the City's General Plan by changing the general plan from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres generally located north of 2450 South and West of 3210 East. (Case No. 2026-GPA-009 - 2450 South Sullivan Commercial)

BACKGROUND and RECOMMENDATION: The applicant is requesting a change of general plan designation from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres. At their meeting held on July 14, 2026, the Planning Commission held a public hearing, and recommends approval with a 5-0 vote and no conditions; there were no public comments made at the hearing.

8. **Consider approval of Ordinance No. 2026-058 amending the City General Plan by changing the general designation from OS (Open Space) to LDR (Low Density Residential) on approximately 4.0 acres located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south. (Case No. 2026-GP-007 - Old Farm General Plan Amendment)**

BACKGROUND and RECOMMENDATION: After determination that the Parks Department isn't in need of the subject property for a park or open space, the applicant is proposing to change the land use category to Low Density Residential. The Planning Commission held a public hearing on July 14, 2026 and received no public comment. They recommend approval of the change with a 5-0 vote.

9. **Consider approval of Ordinance No. 2026-059 to amend the Desert Canyons Development Agreement to include the R-1 zoning designation by amending the definitions section, paragraph 7.5.1, table 3.2, and exhibit D. (Case No. 2026-DAA-001 - Desert Canyons Development Agreement Amendment)**

BACKGROUND and RECOMMENDATION: The Desert Canyons Development Agreement and its associated Zone Plan were approved by the City Council on July 16, 2009. At that time the R-1 zoning designation did not exist. The applicant is now proposing a zoning change for a 13.23-acre property from PD-R (Planned Development Residential) to R-1 (Single-Family Residential with no minimum lot size requirement and a 40-foot minimum lot width/frontage). This proposal necessitates an amendment to the existing Development Agreement to include the R-1 zoning designation in the agreement and attached exhibits. At their meeting held on July 14, 2026 the Planning Commission held a public hearing and recommended approval in a unanimous vote of 6-0. No public comments were received.

10. **Consider approval of Ordinance No. 2026-060 amending the City Zoning Map by changing the zone from PD-R (Planned Development Residential) to R-1 (Single Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 13.23 acres generally located east of Southern Parkway and north of Desert Sky Parkway. (Case No. 2026-ZC-012 - Desert Sky)**

BACKGROUND and RECOMMENDATION: The underlying general plan is PD-8 (maximum 8 Dwelling Units per Acre) with the adjacent zoning of PD-R (Planned Development Residential). At their meeting held on July 14, 2026, the Planning Commission held a public hearing, and recommended approval with a unanimous vote of 6-0. No public comments were received.

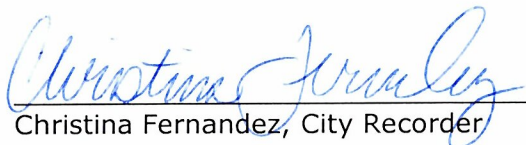
11. **Consider approval of Ordinance No. 2026-061 amending Title 10-17A-5 of City Code adding Pioneer Road, north of Walmart in Bloomington as an approved road for "Automobiles and Other Similar Vehicle Sales Lots". (Case No. 2026-ZRA-005 - Automobiles and Other Similar Vehicle Sales Lots - Specific Standards).**

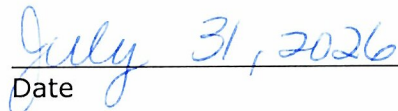
BACKGROUND and RECOMMENDATION: At the terminus of Pioneer Road is an open piece of property zoned PD-C but does not currently allow automobile sales. An amendment to the code has been filed to allow this use on the property. On July 14, 2026, the Planning Commission held a public hearing to consider the proposed zoning regulation amendment. No public comments were received. Following the public hearing, the Planning Commission recommended approval by a unanimous 5-0 vote.

12. **Consider approval of Ordinance No. 2026-062 amending Title 10-2 and 10-18 of City Code amending fencing regulations on larger lot zones and adding definition of "clear view triangle". (Case No. 2026-ZRA-ZRA-002 - Fence Setbacks).**

BACKGROUND and RECOMMENDATION: On May 28, 2026, in a public joint work meeting, City Council, Planning Commission, staff and the applicant discussed allowing fencing within the front yard setbacks, clear view areas, etc. Staff took the information discussed in the meeting along with the previously submitted material from the applicant and created Exhibits "A" and "B". The Planning Commission held a public hearing on the request and made a positive recommendation with some modifications reflected in the ordinance and a vote of 4-1.

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.**


Christina Fernandez, City Recorder


Date

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

PROCLAMATION

WHEREAS, farmers and ranchers in the City of St. George provide citizens with access to healthful, locally, and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and

WHEREAS, farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion each year to the U.S. economy; and

WHEREAS, farmers markets serve as significant outlets by which small-to-medium, new and beginning, and veteran agricultural producers' market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and

WHEREAS, the City of St. George recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and

WHEREAS, in 2025, our local farmers market has been organized by individuals who have dedicated 41 Saturdays to our community.

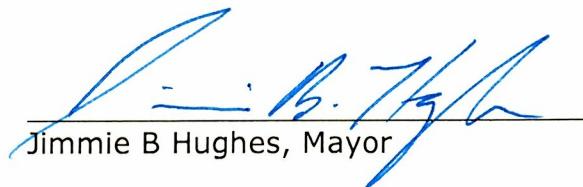
NOW, THEREFORE, I, Jimmie B Hughes, Mayor of the City of St. George, Utah, along with the City Council, do hereby proclaim the week of August 2 - 8, 2026 as

NATIONAL FARMERS MARKET WEEK

in the City of St. George and recognize the contributions that farmers markets to our quality of life and call upon all citizens to celebrate and support local farmers markets.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 6th day of August, 2026.




Jimmie B Hughes, Mayor



Agenda Date: 08/06/2026

Agenda Item Number: 3a

Subject:

Consider approval to award a bid to Peak Asphalt for the chip seal oil supply.

Item at-a-glance:

Staff Contact: Monty Thurber

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item is to award a bid for the purchase of 2,500 tons of chip seal oil from Peak Asphalt in the amount of \$1,371,175. Chip seal oil is used as part of the city's annual pavement maintenance program to protect the surface of roadways in the community from sun and water damage. Formal bids were requested and the city received two bids. The low bid was received from Peak Asphalt in the amount of \$1,371,175. Staff recommends approval.

Staff Narrative (need/purpose):

Chip seal slows the deterioration of asphalt on older, high-traffic roads by protecting the surface from sun and water damage and sealing cracks in the pavement. The City used a durable, dark basalt chip that improved striping visibility and reduces vibration for cyclists.

Name of Legal Dept approver: Alicia Carlson

Budget Impact:

Cost for the agenda item: \$1,371,175

Amount approved in current FY budget for item: \$1,371,175

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

N/A

Description of funding source:

City budget for pavement preservation

Recommendation (Include any conditions):

Approval

Attachments

Bidder	Quantity	Unit	Unit Price	Total Price
Nu-Rock Asphalt Coating	2,500	Tons	\$552.00	\$1,380,000.00
Peak Asphalt	2,500	Tons	\$548.47	\$1,371,175.00



Agenda Date: 08/06/2026

Agenda Item Number: 3b

Subject:

Consider award of bid to Irby Utilities for the purchase of 750 Primary Wire for the Bluff Street project.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item is for the purchase of 750 Primary wire that will be used for the Bluff Street project. The city received four bids, Irby Utilities provided the lowest bid with acceptable lead times. Staff recommends award of the bid to Irby Utilities in the amount of \$112,000.00

Staff Narrative (need/purpose):

The Bluff Street project consists of necessary work to our system due to the UDOT Bluff Street widening project.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: \$112,000.00

Amount approved in current FY budget for item: \$550,000.00

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

The amount has been approved in the current FY27 budget.

Description of funding source:

The amount has been approved in the current FY27 budget.

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

26-293 **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.			Irby Utilities (U43)				Kijero LLC (Z76)				WESCO/ANIXTER (M19)				Western United Electric Supply (E85)			
			Total Cost				\$100,800.00				\$167,580.00				\$120,266.82			
Items	Quantity Required	Unit of Measure	Unit Price	Brand	Estimated Lead Time	Total Cost	Unit Price	Brand	Estimated Lead Time	Total Cost	Unit Price	Brand	Estimated Lead Time	Total Cost	Unit Price	Brand	Estimated Lead Time	Total Cost
750 PRIMARY WIRE	9000	FEET	\$11.20	OKONITE	STOCK 4 REELS @ 2,500 FT TOTAL 10,000 FT	\$100,800.00	\$18.62	Wire America, LLC.	4 weeks	\$167,580.00	\$13.36	PRYSMIAN	15 WEEKS	\$120,266.82	\$13.69	Kerite	22-24 weeks	\$123,210.00

Cost amount shown here is price for 9,000 feet - the amount asked for in the bid. Irby sells wire on reels of 2,500 feet so the purchase will be for 10,000 feet which is reflected on their bid sheet. At \$112,000, Irby is the lowest bidder and has the item in stock.

IRBY

1. 26-295 750 PRIMARY WIRE

1.1 REQUESTED INFORMATION

1.1.1 BID SHEET [Required]

No Basket

Item Name	Quantity Required	Unit of Measure	Unit Price	Brand	Estimated Lead Time	Total Cost
750 PRIMARY WIRE	9000	FEET	\$11.20 /PFT	OKONITE	STOCK	\$112,000.00

SUBMITTING 4 REELS @ 2,500 FT TOTAL 10,000 FT

1.1.2 Additional information (optional) [Optional] [PDF]

(Vendor file uploads)



Agenda Date: 08/06/2026

Agenda Item Number: 3C

Subject:

Consider award of bid to Grass Creek Construction for the remodel of the police department campus located at 175 East 200 North.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: City of St. George

Reference Number: 26-294

Address/Location:

175 East 200 North

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

This item is to award a bid for the remodel of the police department campus located at 175 East 200 North. The former city hall, records storage building, and the current police station will become the St. George Police Department campus and all buildings will be renovated to accommodate the growing needs of the police department. These improvements will provide additional space for the Echo Unit, Training Unit, Investigations, Patrol, Victim Services, and the Quarter Master. Staff released a request for proposals and 5 responses were received back. After completing an evaluation of the proposals, Grass Creek Construction received the highest score and is recommended for award. Grass Creek's bid totaled \$5,644,385. Staff recommends award.

Staff Narrative (need/purpose):

In late 2025, city employees at the former city hall relocated to the new downtown location on Main Street. The former city hall has been redesigned specifically for police operations and to accommodate future growth needs. As part of the reconstruction process, the police station (Bldg. Alpha), former city hall (Bldg. Bravo) and the records storage (Bldg. Charlie) will be remodeled and fencing will be installed around property for increased security. This will bring the majority of police operations back to one campus for improved efficiencies, collaboration between divisions and units, and better training facilities. Staff released a request for proposals and 5 responses were received back. After completing an evaluation of the proposals, Grass Creek Construction received the highest score and is recommended for award.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: \$5,644,385

Amount approved in current FY budget for item: \$7,837,489

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

Within budget

Description of funding source:

Capital Project Fund

Recommendation (Include any conditions):

Staff recommends approval

Attachments

CITY OF ST GEORGE - AS READ BID TABULATION**

PROJECT NAME: POLICE CAMPUS PROJECT

OPENING DATE: JULY 20, 2026

	VENDORS	BONNEVILLE BUILDERS	GRASS CREEK CONSTRUCTION	iGOTPOOP.COM	MINT CONSTRUCTION	ZWICK
1	SGPD CAMPUS REMODEL PROJECT	\$6,836,171.00	\$5,644,385.00	\$0.00	\$5,475,527.00	\$6,511,031.02
	TOTAL BID	\$6,836,171.00	\$5,644,385.00	\$0.00	\$5,475,527.00	\$6,511,031.02

**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.

26-294 - RFP - SGPD CAMPUS PROJECT

Scoring Summary

Active Submissions



	Total	BID PRICE AND COST COMPETITIVENESS	QUALIFICATIONS AND RELEVANT EXPERIENCE	KEY PERSONNEL QUALIFICATION	PROJECT SCHEDULE AND PHASING PLAN	SAFETY AND SECURITY PLAN	FINANCIAL STABILITY AND BONDING	REFERENCES AND PAST PERFORMANCE
Supplier	/ 100 pts	/ 30 pts	/ 25 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts
Grass Creek Construction (M85)	89.5	25	25	10	8	8	10	3.5
Zwick Construction Company (X45)	83.75	15	25	10	8.75	10	10	5
Bonneville Builders (F49)	80.25	15	25	10	7.5	7.75	10	5
Mint Construction (D13)	79.5	30	15.5	5.75	7.25	7	10	4
iGOTPOOP.COM (S43)	0	0	0	0	0	0	0	0

AGREEMENT

THIS AGREEMENT, made on _____ by and between the City of St. George, hereinafter called "CITY" and GRASS CREEK CONSTRUCTION INC. doing business as a GENERAL CONTRACTOR hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before 8/17/2026 and will complete the work on or before 10/15/2027 in accordance with the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
2. CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms contained in the CONTRACT DOCUMENTS and GENERAL CONDITIONS for the sum of \$5,644,385.
3. CONTRACTOR agrees to file a notice of commencement for this project with the Utah State Construction Registry no later than 15 days after commencement of physical construction of the WORK described in the CONTRACT DOCUMENTS. CONTRACTOR shall comply with all provisions of Title 38 Chapter 1b, Utah Code Annotated, relating to government construction projects.
4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described therein. The term "CONTRACT DOCUMENTS" means and includes all documents included in the public request for bid. "GENERAL CONDITIONS" means the document so titled contained within the CONTRACT DOCUMENTS.
5. CITY will pay CONTRACTOR in the manner and at such times as set forth in the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 2 copies, each of which shall be deemed an original on the date written above.

CITY OF ST. GEORGE

{CONTRACTOR}

Jimmie B. Hughes, Mayor

{name} {title}

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

{attorney}, Assistant City Attorney



26-294 POLICE CAMPUS PROJECT

Master Bid Summary Table

CSI Division	Scope of Work	Alpha Building	Bravo Building	Charlie Building
Div 02	Existing Conditions (Demo, Site Prep)	\$ 14280.00	\$ 135209.69	\$ 4565.00
Div 03	Concrete	\$	\$ 173,752.52	\$
Div 04	Masonry	\$	\$ 97,340.00	\$
Div 05	Metals	\$	\$ 117,400.00	\$
Div 06	Wood, Plastics, & Composites	\$ 8,776.50	\$ 125,000.00	\$
Div 07	Thermal & Moisture Protection	\$ 5,120.00	\$ 86,020.00	\$
Div 08	Openings (Doors, Windows, Hardware)	\$ 45,525.00	\$ 431,611.75	\$ 2,484.00
Div 09	Finishes (Drywall, Paint, Flooring)	\$ 164,465.73	\$ 757,695.95	\$ 6,986.00
Div 10	Specialties	\$ 2,365.00	\$ 29,529.00	\$
Div 13	Special Construction	\$	\$	\$
Div 21	Fire Suppression (Sprinklers)	\$ 16,750.00	\$ 41,775.00	\$



CSI Division	Scope of Work	Alpha Building	Bravo Building	Charlie Building
Div 22	Plumbing	\$ 34,000.00	\$ 239,000.00	\$
Div 23	HVAC (Heating, Ventilation, AC)	\$ 17,400.00	\$ 294,407.39	\$ 6,900.00
Div 25	Integrated Automation	\$	\$	\$
Div 26	Electrical	\$ 45,202.00	\$ 627,287.00	\$ 6,204.00
Div 27	Communications	\$ 28,434.00	\$ 246,674.00	\$
Div 28	Electronic Safety & Security	\$ 16,130.32	\$ 159,712.09	\$ 5,444.09
Div 31	Earthwork	\$	\$ 64,653.65	\$
Div 32	Exterior Improvements	\$	\$ 582,101.50	\$
TOTALS	Subtotal Base Bid	\$ 398,348.55	\$ 4,209,169.54	\$ 32,583.09



General Conditions

Description	Cost	Notes / Breakdown
Division 01 / General Requirements	\$ 787,851.96	
Bonds & Insurance	\$ 101,700.00	
Permits & Fees	\$	
Contingency	\$ 114,731.86	
TOTAL PROJECT BID	\$ 5,644,385.00	

Agenda Date: 08/06/2026

Agenda Item Number: 3d

Subject:

Consider approval of contract renewal for Artic Wolf cyber security monitoring software.

Item at-a-glance:

Staff Contact: Tim Johansen

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item is to consider approval of a three year agreement for Artic Wolf cyber security monitoring software. The City has used Arctic Wolf for cybersecurity services for the past four years. Artic Wolf is used to provide security for the city's networks. This renewal will be through a state contract. The annual cost of the proposed renewal is \$128,585. Staff recommends approval.

Staff Narrative (need/purpose):

Renewing the Arctic Wolf contract is necessary to maintain continuous cybersecurity monitoring, threat detection, and defense coverage. This renewal ensures the City avoids any interruption in protection, continues incident response support, and sustains the security controls currently in place. The City has not experienced a cybersecurity breach during the current contract term. Sanity Solutions is the software reseller.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: \$128,585.00

Amount approved in current FY budget for item: \$160,000.00

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

N/A

Description of funding source:

Technology Software Budget

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

City of St George

***AWN 3-Year + Data Explorer & Aurora Attack
with Annual Payments Renewal (AR2472)***

Quote # Q-33156
Version 1

Sanity Solutions, Inc.
www.sanitysolutions.com
Cassie Marshall
cmarshall@sanitysolutions.com
385-630-4019

AWN 3-Year + Data Explorer & Aurora Attack with Annual Payments Renewal (AR2472)

Prepared For

City of St George
Tim Johansen
175 East 200 North
St. George, UT 84770
tim.johansen@sgcity.org

Prepared By

Sanity Solutions, Inc.
Cassie Marshall
385-630-4019
cmarshall@sanitysolutions.com

Quote Number: Q-33156

Version: 1

Expires: 5/29/2026

1st Invoice will be 07/31/2026

Year 1 - \$128,585.00

Year 2 - \$128,585.00

Year 3 - \$128,585.00

Year 1, 09/01/2026 - 08/31/2027

DESCRIPTION	QTY	UNIT PRICE	EXTENDED
Arctic Wolf Plus User License - Gold Start Date: 09/01/2026 End Date: 08/31/2027	950	\$104.00	\$98,800.00
Arctic Wolf Plus Server License - Gold Start Date: 09/01/2026 End Date: 08/31/2027	75	\$104.00	\$7,800.00
Arctic Wolf MDR Data Explorer Start Date: 09/01/2026 End Date: 08/31/2027	1,025	\$5.50	\$5,637.50
Arctic Wolf 300 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Start Date: 09/01/2026 End Date: 08/31/2027	1	\$4,105.00	\$4,105.00

DESCRIPTION	QTY	UNIT PRICE	EXTENDED
Arctic Wolf MDR Google Workspace user license Start Date: 09/01/2026 End Date: 08/31/2027	850	\$9.55	\$8,117.50
Artic Wolf Platform - Base Platform INCLUDES: Arctic Wolf Security Operations Warranty - \$1M (Enrollment Required) Start Date: 09/01/2026 End Date: 08/31/2027	1	\$0.00	\$0.00
Aurora Attack Surface Management Start Date: 09/01/2026 End Date: 08/31/2027	1,100	\$3.75	\$4,125.00
Year 1, 09/01/2026 - 08/31/2027 Total:			\$128,585.00

Total: \$128,585.00

Terms & Conditions

Thank you for allowing Sanity Solutions, Inc. the opportunity to earn your business. By approving this document customer acknowledges configuration and agrees to Sanity Solutions, Inc. Terms and Conditions <https://www.sanitysolutions.com/terms-and-conditions/>. Shipping and Sales Tax not included, unless indicated above. Sanity Solutions, Inc. reserves the right to cancel orders arising from pricing or product discrepancies. Sanity Capital Financing displayed pricing should be used for estimate purposes only. Actual monthly payments may vary based on final costs and credit approval.

Please sign and email to Cassie Marshall at cmarshall@sanitysolutions.com

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

THANK YOU FOR YOUR BUSINESS!

A convenience fee of up to 4% will be charged to customers granted open terms but choosing to pay via credit card.

Agenda Date: 08/06/2026

Agenda Item Number: 3e

Subject:

Consider approval of Change Order 1 with Inliner Solutions for Sewer Relining projects.

Item at-a-glance:

Staff Contact: Mary Wahl

Applicant Name: City of St. George

Reference Number: PO 26-00700

Address/Location:

61 South Main Street

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

This item is to consider approval of change order 1 to the contract with Inliner Solutions for 2026 Sewer Relining. The Water Services Department budgets for sewer line rehabilitation on an annual basis. Through routine video inspection of the wastewater collection system, deteriorating wastewater lines are identified and evaluated for full replacement or rehabilitation. The contract with Inliner Solutions was awarded on the May 5, 2026 City Council meeting. Change order 1 would add 29 additional sections of sewer pipe rehabilitation that were planned for in FY 2027. The total cost of the change order is \$740,980. This change order allows the City to complete the additional work under the existing contract while retaining the competitively established unit prices from the original agreement. Staff recommends approval.

Staff Narrative (need/purpose):

Consider approval of a change order to the current FY26 contract with Inliner Solutions for \$740,980.00 to add 29 sections of sewer pipe rehabilitation that were planned for FY27. This change order allows the City to complete the additional work under the existing contract while retaining the competitively established unit prices from the original agreement. Inliner Solutions has agreed to honor those unit prices for the added 29 sewer pipe sections resulting in a cost of \$690,111.00. Approval is recommended because the change order provides both operational and financial benefits to the City. Completing the additional sections as part of the current FY26 agreement will avoid the need to create a separate project for this work in FY27. This will save the City \$42,000 or more in mobilization costs and avoid any price increases. It also allows the City to coordinate the work more efficiently while the contractor is already mobilized and engaged under the current contract. The contracts General Conditions allow for this change to be made by change order, and staff has determined that adding the 29 sewer pipe sections is within the scope and intent of the current agreement. The change is also allowed under City Code Section 1-10B-4(F), which permits contract modifications in accordance with applicable procurement requirements. Funding for both the FY26 contract work and the added FY27 sewer pipe sections has already been approved in the City's budget. Therefore, approval of the change order does not require a new budget appropriation.

Name of Legal Dept approver: Kris Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Council Agenda Recommendation

Consider approval of a change order to the current FY26 contract with Inliner Solutions for \$740,980.00 to add 29 sections of sewer pipe rehabilitation that were planned for FY27.

This change order allows the City to complete the additional work under the existing contract while retaining the competitively established unit prices from the original agreement. Inliner Solutions has agreed to honor those unit prices for the added 29 sewer pipe sections resulting in a cost of \$690,111.00

Approval is recommended because the change order provides both operational and financial benefits to the City. Completing the additional sections as part of the current FY26 agreement will avoid the need to create a separate project for this work in FY27. This will save the City \$42,000 or more in mobilization costs and avoid any price increases. It also allows the City to coordinate the work more efficiently while the contractor is already mobilized and engaged under the current contract.

The contract's General Conditions allow for this change to be made by change order, and staff has determined that adding the 29 sewer pipe sections is within the scope and intent of the current agreement. The change is also allowed under City Code Section 1-10B-4(F), which permits contract modifications in accordance with applicable procurement requirements.

Funding for both the FY26 contract work and the added FY27 sewer pipe sections has already been approved in the City's budget. Therefore, approval of the change order does not require a new budget appropriation.

General Conditions

13. CHANGES IN THE WORK

13.1. The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

14. CHANGES IN CONTRACT PRICE

14.1. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any work covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- 14.1.1 Unit prices previously approved; or
- 14.1.2 An agreed lump sum; or
- 14.1.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

City Code

1-10B-4

F. Change Orders:

1. All change orders must be approved by the department head and then submitted to the purchasing manager prior to any requests for payment.
2. The accumulation of change orders exceeding ten percent (10%) of the original purchase order which meet the following conditions shall be approved by the applicable department head. Change orders that do not meet the following conditions must be approved by the city manager:
 - a. The total amount resulting from the change order is less than the budget amount approved by the city council; and
 - b. The change order does not significantly change the original scope of work.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF ST. GEORGE AND INLINER SOLUTIONS, LLC**

This amendment (the “First Amendment”) to the Agreement Between the City of St. George and Inliner Solutions, LLC dated June 25, 2026, ("Agreement") is entered into as of _____, 2026 ("Effective Date"), by and between the City of St. George and Inliner Solutions, LLC, collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement dated June 25, 2026, attached hereto as Exhibit A;

WHEREAS, applicable procurement requirements under the City of St. George City Code authorize modifications to the Agreement;

WHEREAS, the General Conditions of the Agreement permit the issuance of Change Orders;

WHEREAS, the City has determined that executing this Change Order is in the best interest of the public and the City of St. George;

WHEREAS, the Parties mutually desire to amend the Agreement via this Change Order;

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

1. Amendments. The Agreement is hereby amended as follows:

The Contract Documents referred to in the Agreement are hereby amended to include the changes in Exhibit B attached hereto.

2. Ratification & No Other Changes

Except as expressly modified by this First Amendment, all terms, conditions, and provisions of the original Agreement shall remain unchanged and in full force and effect.

3. Governing Law

This First Amendment shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles.

4. In Witness Whereof, the Parties hereto have executed, or caused to be executed this Addendum, by their duly authorized officials.

CITY OF ST. GEORGE

INLINER SOLUTIONS, LLC

Jimmie Hughes, Mayor

Thomas Gottsegen, CLO/Asst. Secretary

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Alicia Carlton, Assistant City Attorney

Reviewed by:

Scott Taylor, Water Services Director

Exhibit A

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the City of St. George, hereinafter called "CITY" and INLINER SOLUTIONS, LLC doing business as a CORPORATION hereinafter called "CONTRACTOR".

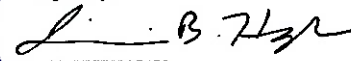
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before June 17, 2026 and will complete the work on or before October 17, 2026 in accordance with the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
2. CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms Contained in the CONTRACT DOCUMENTS and GENERAL CONDITIONS for the sum of \$ 740,980.00.
3. CONTRACTOR agrees to file a notice of commencement for this project with the Utah State Construction Registry no later than 15 days after commencement of physical construction of the WORK described in the CONTRACT DOCUMENTS. CONTRACTOR shall comply with all provisions of Title 38 Chapter 1b, Utah Code Annotated, relating to government construction projects.
4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described therein. The term "CONTRACT DOCUMENTS" means and includes all documents included in the public request for bid. "GENERAL CONDITIONS" means the document so titled contained within the CONTRACT DOCUMENTS.
5. CITY will pay CONTRACTOR in the manner and at such times as set forth in the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 2 copies, each of which shall be deemed an original on the date written above.

CITY OF ST. GEORGE

Signed by:



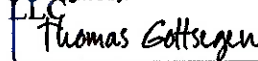
6/25/2026

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Jimmie Hughes, Mayor

INLINER SOLUTIONS,

Signed by:



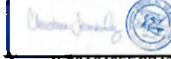
6/24/2026

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Thomas Gottsegen, CLO/Asst.
Secretary

ATTEST:

Signed by:

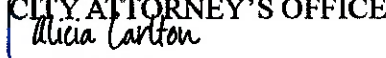


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Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Signed by:

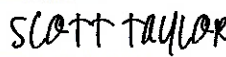


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Alicia Carlton

REVIEWED BY

Signed by:



C1555E585F674EB...

Scott Taylor

EXHIBIT B

PURCHASE ORDER CHANGE FORM

City Ordinance 1-10-B-4-F: Change Orders

1. All change orders must be approved by the Department Head, and then submitted to the Purchasing Manager prior to any requests for payment.
2. The accumulation of change orders exceeding ten percent (10%) of the original purchase order which meet the minimum conditions shall be approved by the applicable department head. Change orders that do not meet the following conditions must be approved by the City Manager:
 - a. The total amount resulting from the change order is less than the budget amount approved by the City Council; and
 - b. The change order does not significantly change the original scope of work.

CHANGE REQUESTED BY: John Cazier DEPARTMENT: Water Services

PURCHASE ORDER # 26-00700 ORIGINAL PO DATE: 6/30/2026

VENDOR: Inliner Solutions, LLC VENDOR # 054520

REASON FOR CHANGE: We combined 2026 & 2027 projects together. This saved roughly \$40,000 mobilization charge.

TYPE OF CHANGE: (PLEASE CHECK ONE)

☐ CHANGE ACCOUNT NUMBER

Original Account Number _____ - _____ - _____

Revised Account Number _____ - _____ - _____

☒ INCREASE OR DECREASE PURCHASE ORDER

Original Purchase Order Total: \$ 740,980.00

Previous Purchase Order Total: \$ 740,980.00

(if PO has previously been changed, provide the total amount of the most recent revision, including all prior change orders)

Current Change Order Amount: \$ 690,111.00

Revised Purchase Order Total Amount: \$ 1,431,091.00

☐ CLOSE PURCHASE ORDER -

Total Amount to be cancelled: \$ _____

Signed by:

SCOTT TAYLOR

Department Head Signature

City Manager Signature (if required)



Inliner Solutions, LLC
7915 Cherrywood Loop
Kiowa, CO 80117

July 1, 2026

City of St. George – Water Services Department
Attn: John Cazier, Water Services Engineer
811 East Red Hills Pkwy
St. George, UT 84770

Bid Proposal: St. George 2026 Sewer Relining Project – Change Order 01
St. George, UT
Cured-In-Place Pipe (CIPP)

Dear Mr. Cazier,

In response to your request, Inliner Solutions, LLC (Inliner) is pleased to offer the following change order pricing for the above-referenced project contract. We propose to retain the unit prices in the original contract to provide Cured-In-Place Pipe (CIPP) rehabilitation and Top Hat services for the increase in quantities of all items included in the original scope. We are offering pricing on the 15-inch CIPP that is in keeping with our original unit price contract but was not included in the original scope. Our proposal is based on information provided by the City of St. George and verified by Inliner through field measurements, with no addenda acknowledged. This pricing includes providing all labor, material, supervision, and equipment necessary to complete the scope of work as listed below. Terms, conditions, and specifications are in keeping with the original contract.

Scope of work performed by Inliner Solutions, LLC:

1. Submittals, insurance, performance and payment bonds and other inclusions per original contract plans and specifications.
2. Proposal includes no additional mobilization as the work is intended to be completed with original contract scope. Additional mobilizations could result in additional charges.
3. Traffic control for Inliner operations.
4. Pre-rehab CCTV & cleaning, Post-rehab CCTV, CIPP rehabilitation and service lateral reinstatement to be completed included per original contract.
5. Bypass pumping is included in CIPP lining pricing per original contract.
6. Demobilization of all construction equipment and clean-up of all identifiable debris generated by Inliner Solutions, LLC crew(s).
7. Sample testing per specifications.
8. Pricing is based on completing diameters & associated quantities as listed in this proposal's schedule of values. Any change in overall or segmental length, diameters or liner thickness could result in pricing changes.

9. Pricing is firm for 30 days from the date of this proposal. This proposal shall become an exhibit or attachment to any contractual agreement. After expiration, this proposal is deemed invalid or subject to adjustment and reissued accordingly.
10. Payment terms per original contract specifications.

Inliner Solutions, LLC proposes completing the above scope of services for the prices listed below:

Original Scope of Work					
Item No.	Description	Qty	Unit	Unit Price	Total
1	Mobilization	1	LS	\$42,250.00	\$42,250.00
2	8" CIPP Liner	2,230	LF	\$47.00	\$104,810.00
3	10" CIPP Liner	1,440	LF	\$51.00	\$73,440.00
4	12" CIPP Liner	570	LF	\$64.00	\$36,480.00
5	18" CIPP Liner	800	LF	\$107.00	\$85,600.00
6	8"x4" Lateral Liner	21	EA	\$2,200.00	\$46,200.00
7	10"x4" Lateral Liner	19	EA	\$2,200.00	\$41,800.00
8	12"x4" Lateral Liner	12	EA	\$2,200.00	\$26,400.00
9	Point Repair Incling Restoration	1	EA	\$6,700.00	\$6,700.00
10	Cut Away Protrusions	4	EA	\$325.00	\$1,300.00
11	21" CIPP Liner	2000	LF	\$138.00	\$276,000.00
Original Contract Total					\$740,980.00

Change Order 01					
Item No.	Description	Qty	Unit	Unit Price	Total
2	8" CIPP Liner	190	LF	\$47.00	\$8,930.00
3	10" CIPP Liner	-211	LF	\$51.00	(\$10,761.00)
4	12" CIPP Liner	490	LF	\$64.00	\$31,360.00
5	18" CIPP Liner	3963	LF	\$107.00	\$424,041.00
11	21" CIPP Liner	-27	LF	\$138.00	(\$3,726.00)
CO1-1	Change Order 01 - 15" CIPP Liner	2019	LF	\$93.00	\$187,767.00
CO1-2	Change Order 01 - 15"x4" Lateral Liner	21	EA	\$2,500.00	\$52,500.00
Change Order 01 Total					\$690,111.00
New Contract Total					\$1,431,091.00

This pricing does not include the cost for the following:

1. Prevailing wages and certified payroll.
2. This proposal pricing does not include Inliner being signatory to any outside labor agreement. This includes any reference to union, project labor, or similar agreements. Any outside project labor agreement must be explicitly provided to Inliner Solutions, LLC during the proposal process.
3. Heavy pipe cleaning, including but not limited to grease, roots, tuberculation removal, mechanical cleaning, debris disposal, dump site, etc.

4. The City of St George is responsible for providing adequate upstream & downstream access to proposed lines, including but not limited to precast removal/replacement, access/easement clearing, roads, staging, & inversion areas, etc. (should it be required). Inliner and/or its subcontractors must be able to set up over each manhole.
5. Erosion or site control including plans, permits, implementation, inspection, etc.
6. Reinstatement of service laterals (other than by internal means only) or lateral rehabilitation or service reconnections of any kind, including but not limited to pipe bursting or open cut replacement.
7. Dewatering, grouting, monitoring, point repairs (internal or open cut), new installation, structure modification, etc. to be handled by Others if required.
8. Exfiltration and/or Infiltration testing of CIPP material.
9. Site restoration of any kind including but not limited to grading, grassing, concrete, or asphalt work.
10. Costs for site specific training/badging (safety, security, or otherwise).
11. Work specifically not detailed in this proposal.

Thank you for the opportunity to respond to your request for change order. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Inliner Solutions, LLC



Eric Main
Project Manager

Street Address	Segment Reference # (Pipe ID #)	UMH #	DMH #	Plan Length (ft)	Field Verified (ft)	Plan DIA (in)	Plan Tap #	Host Pipe Material
Original Scope of Work for 2026 BID								
2100 West	893	2041	2044	328.8	328	12	7	Truss
2100 West	892	2044	2045	226.8	227	12	6	Truss
975 North	995	1741	2000	169.7	171	10	2	Truss
975 North	917	2000	2002	249.8	251	10	3	Truss
975 North	916	2002	1989	290.6	292	10	4	Truss
975 North	915	1989	1988	89.4	90	8	1	Truss
975 North	914	1988	1987	302.3	303	10	3	Truss
444 N Industrial Rd	2407	4420	4419	224.7	226	8	4	VCP
1288 W Nicklaus Cir	6506	1279	1278	281.8	282	8	7	AC
2123 W Cliff Point Dr	90044	71998	115727	257.7	290	8	0	CI
2123 W Cliff Point Dr	143764	115727	7018	83.8	86	8	0	CI
1147 W Bloomington Dr N	6284	1219	1220	400.3	401	8	5	AC
Bloomington Dr N	6286	1220	429	223.8	224	8	2	AC
Bloomington / Woodbury	6297	429	420	376.5	380	8	5	AC
W Young St	5965	592	576	210	212	10	3	AC
1112 W Goldenrod Cir	6517	1135	1149	439.9	441	8	10	AC
1360 W Street	2182	3099	3101	300	301	18		AC
Pinebrook Ln	2184	3101	3091	50	53	18		AC
Private Street	1275	3091	3080	202	206	18		AC
Private Street	1279	3083	3084	150	160	18		AC
Private Street	156	3084	3117	82	83	18		AC
Indian Hills Dr	1451	2534	2533	228	228	21	0	AC
Indian Hills Dr	1450	2533	2532	243	239	21	0	AC
Indian Hills Dr	1599	2544	2545	337	341	21	0	AC
Indian Hills Dr	1600	2545	2547	366	366	21	0	AC
Indian Hills Dr	1601	2547	2542	371	372	21	0	AC
Indian Hills Dr	1310	2542	12350	171	170	21	0	AC
Indian Hills Dr	1309	2543	2449	203	206	21	0	AC
Indian Hills Dr	1348	2451	2459	52	51	21	0	AC
Change Order Scope of Work								
(some 8", 10" and 12" from Org. Scope was found to be different Lengths, see above for details)								
	899	1987	1990	196	197	12	3	Truss
	888	1990	11699	221	224	12	2	Truss
	21240	11699	2003	84	84	12	0	Truss
	887	2003	2013	63	63	15	1	Truss
	2099	2013	2004	228	228	15	0	Truss
	859	2004	2005	404	404	15	5	Truss
	858	2005	1984	397	397	15	2	Truss
	857	1984	1983	172	173	15	2	Truss
	856	1983	1984	218	219	15	1	Truss
	855	1984	1916	266	266	15	3	Truss
	854	1916	1721	267	269	15	2	Truss

	107288	86067	2217	460	463	18	0	AC
	1547	2217	3243	633	640	18	0	AC
	1546	3243	96053	177	212	18	0	AC
	120489	96053	3160	392	361	18	0	AC
	6628	3160	3399	142	143	18	0	AC
	6629	3399	3164	251	252	18	0	AC
	1548	3164	3165	215	215	18	0	AC
	1549	3165	3166	18	21	18	0	AC
	1584	2872	2860	44	43	18	0	AC
	764	2860	2882	159	160	18	0	AC
	1664	2882	2865	134	134	18	0	AC
	1260	2865	2888	163	164	18	0	AC
	1667	2888	2884	144	145	18	0	PVC
	1668	2884	2892	98	98	18	0	PVC
	1903	2892	2866	28	28	18	0	AC
	1258	2866	2894	246	246	18	0	AC
	1902	2894	2867	227	227	18	0	AC
	1259	2867	2898	406	408	18	0	AC

Agenda Date: 08/06/2026

Agenda Item Number: 3f

Subject:

Consider approval of change order for the new Suntran Transit Facility.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

433 East Bringham Rd.

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

This item is for a change order to the contract with Bonneville for the construction of the new Suntran Transit Facility. This change order will add bus canopies to the facility. These canopies will help protect the buses from the weather and help mitigate significant heat build up in the buses prior to entering service. The current location on Red Hills has canopies and this is something typical in the industry. The proposed change order is \$861,985.74. Because of savings realized through a previous change order that eliminated the automatic drive-through bus wash, the net impact to the project budget is an increase of \$461,986. Funding for this request is proposed to come from grant funds received from the State for the Zion Route. Staff recommends approval contingent upon approval of the associated budget amendment.

Staff Narrative (need/purpose):

The new Suntran Facility will be used to provide services for the Zion Route and all other routes operated by Suntran within the community. This new facility includes six maintenance bays, office space, a fueling station and parking for customers and the city's bus fleet. Bonneville Builders was awarded the construction contract in September 2025, and construction began later that year. The project remains on schedule with anticipated completion in December 2026. The proposed change order would add bus canopies to the project to protect buses from the elements and help reduce heat buildup inside the vehicles prior to entering service. The cost of the proposed change order is \$861,985.74. Because of savings realized through a previous change order that eliminated the automatic drive-through bus wash, the net impact to the overall project budget is an increase of \$461,986. Funding for the change order is proposed to come from grant funds received from the State for the Zion Route.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$861,985.74

Amount approved in current FY budget for item: \$400,000

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

Public Transit Fund - State Grant for Zion Route

Description of funding source:

State Grant for Zion Route

Recommendation (Include any conditions):

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

Attachments

Bonneville Builders
8610 South Sandy Parkway, Suite 210
Sandy, Utah 84070
Phone: (801) 263-1406

Project: 2518 - SUNTRAN
433 EAST BRIGHAM ROAD
SAINT GEORGE, Utah 84790

Potential Change Order #014: PR 3 & 5 - Bus Canopy Scope

TO:	CITY OF SAINT GEORGE 61 S Main St St. George,, Utah 84770	FROM:	Bonneville Builders, LC 8610 South Sandy Parkway Suite 210 Sandy, Utah 84070
PCO NUMBER/REVISION:	014 / 0	CONTRACT:	1 - Standard Project Template Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Cassie Wells (Bonneville Builders, LC)
STATUS:	Pending - Proceeding	CREATED DATE:	7/30/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$873,165.71

POTENTIAL CHANGE ORDER TITLE: PR 3 & 5 - Bus Canopy Scope

CHANGE REASON: Owner directive/request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #005 - PR 3 & 5 - Bus Canopy Scope
This CO includes the Bus Canopy scope.

This includes over excavation of the entire bus canopy per the geotech report recommendation based on email/attachements in this change order. Allout Excavation provided email chain/detailed pricing within this change order outlining exactly how the overex/soils will be handled/prepped. Anthing not included in the proposal/email is not included. ONLY 4 nyoplast drain basins are included due to value engineering discussions. there was 16 shown on the plans. See All Out Construction proposal for the savings amount.

Includes all electrical and lighting, concrete for footings, waterways, grout beneath columns, and wire mesh per plan.

Finishes are per Jimco standard color selections, anything other than that will be extra per Jimco. Jimco Scope is per the plans/specs/proposal.

Excludes: Testing & Inspections, permit pricing/submission, Jimco required steel to be repriced at time of approval due to fluctuations in steel and fuel, any price increases or deducts will be a straight pass thru to the owner. Rock Hammering, blasting, Hard Rock. Bollards are not included as they are not shown. Reflective signage and all other signage is excluded. Venting is not included. Any Low voltage, cameras, speakers etc are excluded as they are not shown. Fuel resistant caulking is not included.

Change order fee is 10% BUT Boneville reduced fee on the "Jimco" portion of scope to only 5% to help with cost savings.

ATTACHMENTS:

[SunTran Proposal Request 3.pdf](#) , [_SunTran Proposal Request 5.pdf](#) , [_RMS Electric Proposal Canopy.pdf](#) , [_Paintng Proposal.pdf](#) , [_West Haven Concrete Canopy Proposal - as if doing asphalt.pdf](#) , [_Allout Excavation PR 3 & 5 Proposal for Canopy as if doing asphalt and only 4 drain basins \(1\)....pdf](#) , [_Jimco Proposal.pdf](#)

#	Cost Code	Description	Type	Amount
1	26-260000 - Electrical	PR 5 Bus Canopy Electrical	Other	\$79,500.50
2	31-310000 - Earthwork	PR 3 & 5 Bus Canopy Earthwork/Utilities	Other	\$167,531.68
3	03-30000 - Concrete	PR 5 Bus Canopy Concrete	Other	\$101,500.00
4	17-170000 - Contractor Contingency	Contractor Controlled Contingency	Other	\$23,650.90
5	05-50000 - Metals	Jimco Canopy Scope	Other	\$401,000.00
6	18-181000 - Contractor Fee Markup	Concrete Wash Out & Striping	Other	\$4,750.00

#	Cost Code	Description	Type	Amount
7	09-99100 - Painting	Paint	Other	\$34,081.20
8	18-181000 - Contractor Fee Markup	Contractor Fee	Other	\$61,151.43
Subtotal:				\$873,165.71
OH&P (0.00% Applies to All Line Items):				\$0.00
Grand Total:				\$873,165.71

**TIM CHRISTENSEN (FFKR ARCHITECTS
SAINT GEORGE)**

CITY OF SAINT GEORGE

61 S Main St
St. George,, Utah 84770

Bonneville Builders, LC

8610 South Sandy Parkway Suite 210
Sandy, Utah 84070

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____



Agenda Date: 08/06/2026

Agenda Item Number: 3g

Subject:

Consider approval of the purchase of an 8" submersible Sewer Bi-Pass Pump.

Item at-a-glance:

Staff Contact: Eric Richins

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

St. George Regional Water Reclamation Facility

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

This agenda item is for the purchase of an 8", hydraulic driven, diesel powered, mobile submersible pump from MWI Corporation. This is a Sole Source purchase because this is the only manufacturer that can provide this type of submersible pump with the flow and head range that we need. The wide flow and head range that this pump can provide gives us great flexibility in not only using the pump within the wastewater treatment plant, but also gives us the ability to use this as a bi-pass pump within our collection system, where the flows vary significantly. The cost of this pump from MWI Corporation is \$103,268. Staff recommends approval.

Staff Narrative (need/purpose):

This 8" submersible, hydraulic drive, diesel powered mobile unit will serve two purposes. The unit is sized such that it can be used to bi-pass flow from one of four oxidation ditches at the wastewater treatment plant. This is necessary as each of the ditches need to be drained and cleaned periodically to eliminate any sediment buildup in the sections where diffused aeration is installed on the bottom of the ditches. This pump will enable us to bi-pass the flow and pump the ditches down for this routine maintenance. This pump will also be used in the Wastewater Collections Division as a bi-pass pump when spot repairs are required on the large sewer outfall lines. The pump can be set in an upstream manhole and pumped to a downstream manhole, enabling our crews to repair a section of sewer line. This particular unit is capable of pumping a large range of flows and head.

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$103,268

Amount approved in current FY budget for item: \$150,000

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

Approved in Current Budget

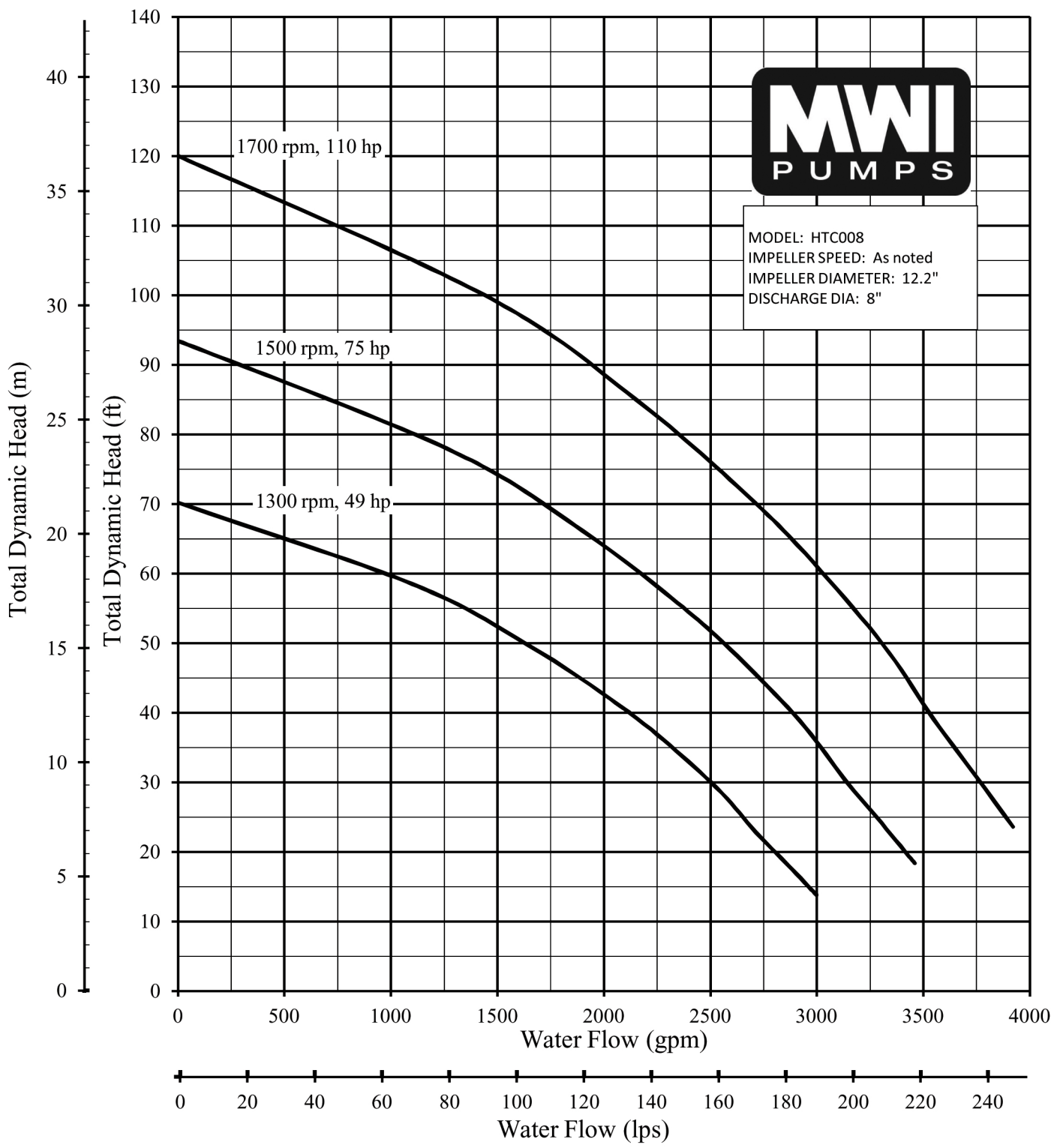
Description of funding source:

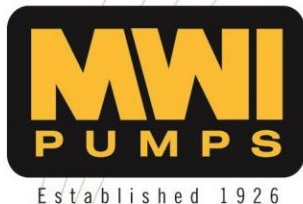
The funding source for this equipment is through wastewater user rates.

Recommendation (Include any conditions):

Staff recommends approval of the purchase of the 8" hydraulic driven submersible pump

Attachments





Manufacturers

Moving Water Worldwide - Reliably and Efficiently

MWI Pumps 1860 82nd Ave Ste 203 Vero Beach, FL 32966 Office: 954-834-1006 Cell: 772-321-3425	Date: 7-13-26 MWI Job No. Quotation No. 26-532 Customer No. Quotation valid 30 days from date shown unless otherwise noted
--	---

Project:	8" Hydraulic Pump & HNC14	Terms: 25% deposit, NET 30 after shipping
Quote To:	City of St George Attn: Eric Richins	FOB: Deerfield Beach, FL
Delivery:	Estimated delivery 18-20 weeks from receipt of PO and deposit.	Customer Approval: _____ Quoted By: Kelby Morgan kelbym@mwipumps.com

Item	Qty.	Description	Unit Price	Total Price
A	1	MWI Duraflo Submersible Hydraulic Pump Model HTC008 with 8" Discharge. MWI Hydraulic Drive Unit, Model 2400D w/ 50' Hydraulic Hose Set and John Deere 4045 Diesel Engine Tier 4 Final Emissions, Rated 99hp. Diesel Engine is Controlled by a Controls Inc Digital Control Panel with Safety Temperature and Fluid Level Shut Offs. Wholly Mounted on a DOT Trailer with Integrated 187 Gallon Fuel Tank. Including Fenders, Rear Bumper, Front and Rear Leveling Jacks, Pintle Hitch, Hydraulic Brakes, DOT Lighting, and Lifting Bar. Pumping System is Rated up to max performances of 3,500 GPM and 110' TDH not simultaneously. See attached brochure with performance curve. NOTE: Sales Tax, Freight, Diesel Fuel, Discharge Hose, Startup, and anything not listed above are not included.	\$103,268	\$103,268

This document contains a proposal quotation, only, as it does not contain all necessary material terms. This proposal is not an offer subject to acceptance by the recipient. If recipient is interested in proceeding forward under the proposal, then the recipient and MWI must discuss and come to written agreement as to all material terms and conditions.

Please note that prices do not include applicable Sales Tax, Fees, Installation or Freight unless otherwise noted

MWI Pumps

33 N.W. 2nd Street Deerfield Beach, Florida 33441 | p. (954) 426-1500 | f. (954) 426-1582 | www.mwipumps.com

DURAFLO™ HTC008

HYDRAULIC SUBMERSIBLE TRASH PUMP AND 2000D DRIVE UNIT



The MWI Duraflo™ hydraulic submersible trash pumps coupled with their diesel or electric drive units are an unbeatable combination for drying out construction excavations, quarry dewatering, sewage bypass, general municipal use and industrial work. These units are designed and manufactured for the toughest environments with the best combination of ruggedness, reliability, performance, operational costs and initial price. These pumps never quit – positively affecting your success and bottom line.

FEATURES

Duraflo™ - HTC008

- Open 3 bladed impeller for handling trash and sewage
- Easily passes 3.125" solids
- Runs dry indefinitely with oil lubricated seals and bearings
- Reliable, rugged vane hydraulic motor
- Lifting point
- Weldable and shock proof cast steel volute
- Manufactured in the USA

2000D Diesel Engine Drive Unit

- Skid mounted unit standard
- Trailer mounted unit available with optional fenders, DOT light kit and braking system
- Engine and hydraulic safety shutdowns
- Complete hydraulic system with control panel, pump, filters, tank and gauges

- Small hydraulic tank reduces fluid replacement costs
- Reliable, efficient vane hydraulic pump
- Environmentally friendly - inherently biodegradable hydraulic fluid
- Auto start/stop panel available with floats
- Manufactured in the USA

APPLICATIONS

Pump & Drive Unit

- Flood Control
- Industrial
- Bypass Pumping
- Stormwater Drainage
- Construction Dewatering
- Agriculture
- Aquaculture
- Quarries

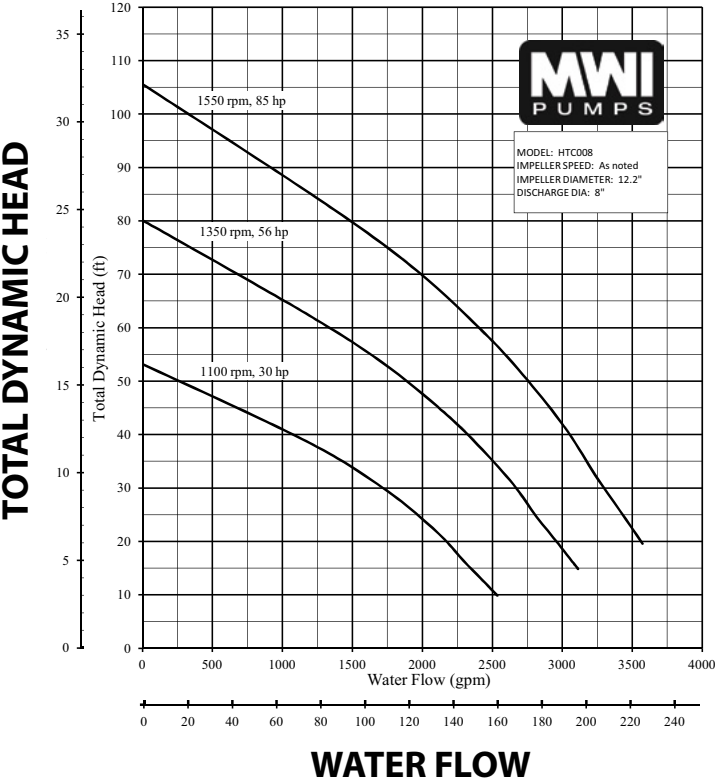
QUICK SPECIFICATIONS

Delivery connection	8" ANSI Pattern Flange
Max capacity	4000 GPM
Max solids handling	3.125"
Max impeller diameter	12.2"
Max head (TDH)	120'
Max hydraulic system pressure	2700 PSI
Dimensions	Unit: 29 x 55" / Drive: 37 x 77 x 108"
Sound levels w/ enclosure	67 dBA at 7M
Max fuel consumption	5.9 gal/hr @ 99 HP; 15.9 hr run time

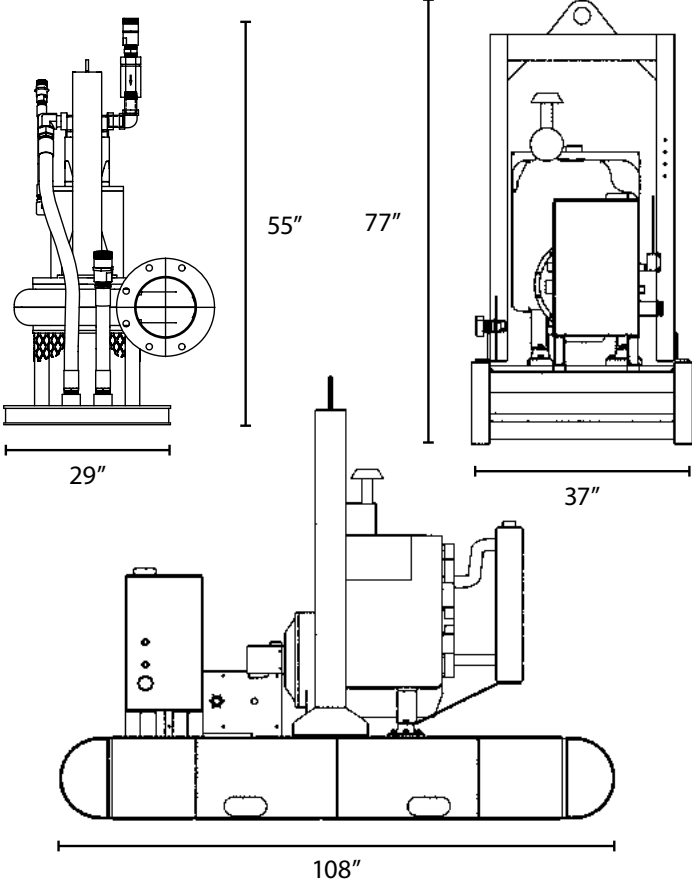


DURAFLO™ HTC008

PERFORMANCE CURVE



DIMENSIONS



MWI Pumps Headquarters

33 NW 2nd Street | Deerfield Beach, FL 33441

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Inquiries: 954-426-1500 | Email: info@mwipumps.com | mwipumps.com

MATERIALS & SPECIFICATIONS

DURAFLO™ HTC008

Hydraulic motor	Vane type
Impeller	Cast stainless (CA40)
Shaft material	300 Series stainless steel
Volute	High strength, cast steel- nautilus design
Wear plates	A36 steel - upper and lower
Delivery connection	8" ANSI Pattern Flange
Hose ports	1.25" Supply, 1.5" return, .75" case drain
Mechanical seal	Silicone carbide - hydraulic-fluid bathed
Bearings	Hydraulic-fluid lubricated - 50,000 hours minimum life
Weight	670 lbs
Coating	Epoxy

2000D DRIVE UNIT

Engine	John Deere 4045HF280
Engine power	99 HP
Control panel with safety shutdowns	Including tach, hour meter, high coolant temperature and high/low oil pressure/temperature, excessive vacuum shutdowns plus over speed protection
Fuel tank	94 Gallon vented fuel tank with extra large filler and fuel gauge
Fluid tank	15 Gallon hydraulic
Equipped standard	Internal suction strainer, return filter, external sight gauge for hydraulic oil and vented hydraulic oil filler cap
Hydraulic oil	AW 68
Weight	3800 lbs (skid)



Agenda Date: 08/06/2026

Agenda Item Number: 3h

Subject:

Consider approval of a Professional Services Agreement (PSA) with Civil Science Infrastructure, Inc. for bidding and construction phase services for Thunder Junction Phase 2.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Thunder Junction All Abilities Park

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

Civil Science Infrastructure, Inc. recently completed the civil design portion of the construction documents for Thunder Junction Phase 2 and now the project is ready to move on to bidding and construction. This proposed PSA with Civil Science Infrastructure, Inc. is to provide bid and construction phase services for Thunder Junction Phase 2. The proposed cost for these services is \$232,500. The Thunder Junction Phase 2 project is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

Staff Narrative (need/purpose):

Thunder Junction Phase 2 is located in Tonaquint Park and is an expansion of the very successful Thunder Junction All Abilities Park. Due to the popularity of this facility it has been decided to expand the park in the underutilized areas on the east end. The expansion will be Ice Age themed and will include a large playground, pavilions, shade structures, train station structure, restroom, and landscaping.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$232,500.00

Amount approved in current FY budget for item: \$4,556,200.00

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

Approved

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Staff recommends approval.

Attachments



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH CIVIL SCIENCE INFRASTRUCTURE, INC.

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on _____ by and between the City of St. George, a municipal corporation, with offices at 61 S. Main St., St. George, Utah 84770 (hereinafter called the “CITY”), and Civil Science Infrastructure, Inc., with offices at 1453 S. Dixie Drive, Ste. 150, St. George, UT 84770 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide bid and construction phase services for Thunder Junction Phase 2 on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

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

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

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

1. ENGAGEMENT OF CONSULTANT.

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY’S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers

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

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CONSULTANT certifies it is in compliance with the public contract boycotting restrictions set forth in Utah Code § 63G-27-201 and agrees not to engage in any such restricted boycotting for the duration of this Agreement, and to notify the City in writing if it begins engaging in an economic boycott.
- 1.10 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors

may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.**

- 4.1 For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed Two Hundred Thirty-Two Thousand Five Hundred Dollars, \$232,500.00. Each individual Work Order shall not exceed n/a, \$n/a.

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

- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT’S or subcontractor’s books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- 6.1 CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in **Exhibit A**. However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- 6.2 CITY may request CONSULTANT to perform extra services not covered by **Exhibit A**, and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- 6.3 CITY shall not be liable for payment of any extra services, nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

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

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

9. **ACCURACY AND COMPLETENESS.**

- 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.

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

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed. Required limits may be met with Umbrella or Excess insurance policies.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
 - B. CITY shall be named as a Certificate Holder.
 - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - D. The location of the operations to which the insurance applies.
 - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received

by CITY.

- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

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

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

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

- A. The minimum commercial general liability insurance shall be as follows:
 - i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
 - ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$4,000,000.00 Dollars (umbrella coverage may be

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

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

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

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
 - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - iv. A copy of the policy must be submitted to CITY for review.

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

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

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

12. **INDEMNITY AND LIMITATION.**

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

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer,

and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

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

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

13. **DOCUMENTS.**

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

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

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

13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to

CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

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

14. **RECORDS.**

- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- 15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- 15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

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

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

- 17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or

Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

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

CITY:	City of St. George 61 S. Main St. St. George, Utah 84770	CONSULTANT:	Civil Science Infrastructure, Inc. 1453 S. Dixie Drive, Ste. 150 St. George, UT 84770
Attention:	City Attorney	Attention:	Tyler Turner
Copy:	legal@sgcity.org		

20. **GOVERNING LAW AND VENUE.** Utah law shall govern this Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with this Agreement. This obligation includes, without limitation, all costs and expenses which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or

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

25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall 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.

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

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

CITY OF ST. GEORGE

CIVIL SCIENCE INFRASTRUCTURE, INC.

Jimmie B. Hughes, Mayor

Tyler Turner, Vice President

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY’S OFFICE

Christina Fernandez, City Recorder

Daniel Baldwin, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”) to the extent that it does not conflict with any provisions in this Agreement. If there are any conflicts between the Agreement and the Scope of Services, the terms of the Agreement apply.:

Name: Civil Science Infrastructure, Inc.

Address: 1453 S. Dixie Drive, Ste. 150, St. George, UT 84770

Email: tturner@civilsience.com Phone Number: 435-986-0100

Scope of Services and/or Deliverables by Contractor:

- Bid Phase Services
- Construction Administration Services
- Construction Observation Services
- Construction Staking

Compensation: City shall pay Contractor the following sum:

- \$232,500.00
-

July 14, 2026

Mark Goble, PLA
Project Manager
St. George City – Park Planning Division
390 North 3050 East
St. George, UT 84790

PROFESSIONAL SERVICES PROPOSAL

THUNDER JUNCTION PHASE 2 - BID & CONSTRUCTION PHASE SERVICES

Dear Mark,

We're excited to submit this proposal for professional services for the project referenced above. We are excited to continue to partner with the City on this meaningful and iconic project, and we're committed to providing thoughtful, high-quality work that aligns with your goals. Our team is eager to bring its expertise and dedication to ensure the project is completed successfully and on time.

At Civil Science, we prioritize collaboration and open communication, and we're ready to work closely with your team to make this project a success. If you have any questions or need further information, don't hesitate to reach out to me directly at 435-705-1862 or via email at jpeay@civilscience.com.

Thank you again for considering us for this opportunity. We look forward to working together and building a strong partnership.

Best regards,



Jeff Peay, PLA
Sr. Landscape Architect, Project Manager

3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P | (801) 768-7200 | F | (801) 768-7201

1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P | (435) 986-0100

405 Main Street, Ste. 975
Salt Lake City, UT 84111
P | (801) 768-7200



PROJECT UNDERSTANDING

The City is seeking Civil Science to lead the bid and construction phase services for this project, building on the recently completed design work and the park concept plan shown below. This next phase will involve key services such as construction oversight, and technical support to ensure the project is implemented efficiently and effectively. Civil Science's role will focus on managing the bid process, ensuring construction aligns with the planned improvements, and addressing project priorities such as budget adherence, stakeholder engagement, and sustainability. While the design encompasses the full scope of planned improvements, construction elements may be phased depending on budget availability and project priorities. Our team remains committed to delivering high-quality solutions tailored to the City's goals, ensuring successful outcomes within the established timeline and resources.



SCOPE OF WORK

Based on the Project Understanding outlined above, Civil Science proposes to deliver the following services and tasks to support the successful execution of the project. Our approach focuses on providing comprehensive, high-quality solutions tailored to meet the project's specific goals and requirements. The proposed scope of work ensures that phases of the project are addressed effectively, from construction support to final implementation. Below, we have outlined the key tasks, deliverables and assumptions we will provide as part of this engagement.

BID & CONSTRUCTION PHASE SERVICES

Design Phase services have been delivered as an earlier task and have been developed to provide sufficient detail for bidding and construction. Bid Phase services will include assistance with assembly of construction documents for issuance of public bid, coordination and support during the bidding process. The project Construction Phase services will be provided throughout the construction process and ensure the project is built as per the design plans. Specific tasks will include:

BID PHASE SERVICES

Civil Science will take a lead role during the bid phase of the project, managing key tasks such as answering questions, facilitating the contractor selection process, and ensuring compliance with project requirements. The City will assist in a supportive role, providing input and coordination as needed to ensure a smooth and efficient bidding process. This collaborative approach will help streamline the bid phase and set the foundation for a successful construction phase

1. Support for Project Advertisement: Assist the City in publicly advertising the project, ensuring adherence to applicable guidelines and deadlines.
2. Pre-Bid Meeting Coordination: Lead and participate in the pre-bid meeting, addressing contractor questions, outlining expectations, and explaining the design intent to ensure clarity.
3. Response to Bid Inquiries: Answer contractor questions related to the construction documents, providing detailed clarification as needed.
4. Addenda Preparation: Develop and issue addenda to clarify the project scope, requirements, and specifications, ensuring all bidders have accurate and complete information.
5. Bid Review and Recommendation: Evaluate submitted bids for compliance with project requirements, prepare a bid tabulation, and provide the City with a recommendation for contractor selection.
6. Contract Finalization Support: Assist the City in obtaining signed contracts, bonds, and insurance documents from the awarded contractor.

DELIVERABLES

- Bid Tabulation, Bidder Evaluation
- Engineer's Recommendation for Award

ASSUMPTIONS

- The bid phase will last approximately 30 days.
- Advertisement, distribution of construction documents, and maintaining plan holders list will be completed by the City through their website.

CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES:

During the construction administration, Civil Science will take primary responsibility for overseeing the project, including addressing contractor inquiries, monitoring progress, and ensuring adherence to project specifications. The City will play a supporting role, offering guidance and coordination to ensure seamless communication and efficient execution. This partnership will promote a streamlined construction process and contribute to the successful delivery of the project.

1. Pre-Construction Meeting Coordination: Participate in and conduct the pre-construction meeting, addressing contractor questions, clarifying expectations, and reviewing drawings and specifications.
2. Weekly Progress Meetings: Attend and lead weekly progress meetings with the contractor to discuss project status, address concerns, and ensure alignment with project goals.
3. Submittal Reviews: Evaluate and consider contractor submittals, ensuring compliance with project requirements and specifications.
4. Drawing and Specification Clarifications: Provide clarifications and updates to drawings and specifications as needed to resolve issues and maintain project continuity.
5. Site Inspections: Conduct site visits following weekly progress meetings and perform two additional inspections per week to review site conditions, monitor work progress, and verify compliance with project drawings and specifications.
6. Change Order Management: Review and evaluate contractors change order requests to ensure they align with project requirements, budget, and scope. Provide recommendations to the City for approval or revisions.
7. Pay Application Reviews: Assess and review contractor pay applications, verifying that requests align with the work completed and meet the requirements of the project. Provide recommendations for approval to the City.
8. Substantial Completion Coordination: Assist in the substantial completion process, including final inspections, preparing punch lists, and ensuring that all work meets the project specifications and is ready for final acceptance.
9. Additional Construction Phase Services: Deliver other construction phase services as requested by the City, provided they align with the available budget.

DELIVERABLES (as required)

- Meeting Agendas & Minutes
- Field & Inspection Reports
- Submittal Reviews
- Field Orders & Change Requests
- Pay Applications

ASSUMPTIONS

- The construction period will be comprised of 240 days (8 months).
- All temporary construction permitting such as UPDES, encroachment permits, building permits, etc. shall be completed by the Contractor and shall be part of the final bid package and construction cost.

CONSTRUCTION STAKING SERVICES

Construction Staking services will be provided as requested by the Contractor and in accordance with industry standards. These services ensure accurate alignment, grading, and placement of project elements to meet design requirements. Specific tasks may include:

1. Control Verification and Benchmarking: Verify horizontal and vertical control based on design surveys and establish benchmarks for the Contractor to ensure accuracy during construction.
2. Preliminary Grading Stakes: Provide preliminary grading stakes and construction surveying to guide initial site preparation and grading efforts.
3. Final Grading Stakes: Deliver final grading stakes and construction surveying to ensure precise implementation of the design during finishing stages.
4. Utility Staking: Provide utility stakes and construction surveying for accurate placement and alignment of utilities as per design specifications.
5. Wall, Building, and Structure Staking: Provide staking and construction surveying for retaining walls, buildings, and other structures to ensure proper alignment, dimensions, and compliance with the design.
6. Quality Control of Contractor's Layout: Perform quality control reviews of the Contractor's layout, including verification of automated machine grading or other construction methods, to ensure compliance with design specifications and accurate implementation of the project.

DELIVERABLES (as required)

- Construction Staking / Surveying

ASSUMPTIONS

- Construction staking services are estimated based on our experience with similar projects
- Actual scope and frequency of staking will be highly dependent on the contractor's capabilities, methods, and need for support during construction.
- Scope may be reduced if the contractor demonstrates the ability to effectively utilize Automated Machine Guidance (AMG) equipment or other advanced construction methods

FEE PROPOSAL

Civil Science proposes to complete the above outlined Scope of Work as follows:

PHASE	TASK DESCRIPTION	FEE	FEE TYPE	COMMENTS
CONSTRUCTION	Bid Phase Services	13,500*	Hourly	Anticipated Hours: 90
	Construction Administration Services	60,000*	Hourly	Anticipated Hours: 400
	Construction Observation Services	120,000*	Hourly	Anticipated Hours: 800
	Construction Staking	39,000*	Hourly	Anticipated Hours: 260
	SUBTOTAL	232,500*	Hourly	

*Civil Science may alter the distribution of compensation between individual tasks of the Scope of Work to be consistent with services actually rendered but shall not exceed the total compensation amount unless written authorization has been received from the City.

Professional fees shown are not to exceed unless upon written authorization from the City. Professional services rendered for the Hourly Fee Type will be completed by Civil Science at the rates and fees given in attached Exhibit A.

ADDITIONAL SERVICES

The City may authorize Civil Science to furnish or obtain from others additional services of the types listed below, which are not included in the basic Scope of Work. If such additional services are authorized by the City, then Civil Science shall be entitled to an equitable increase in compensation for such additional services.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by Civil Science or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications, or contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the effective date of this agreement or are due to any other causes beyond Civil Science's control.
2. Services attributable to more than one prime construction contract or multi-phase construction.
3. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Scope of Work.
4. Providing bidding and construction phase services beyond the contract times established in the Scope of Work.
5. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to the project.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the work.

EXHIBIT A - STANDARD HOURLY RATES AND FEE SCHEDULE (CS-01-2026)

LABOR RATES:

Services provided by Civil Science personnel will be invoiced at the labor categories and hourly rates within the applicable range shown below:

Labor Category (Abbr.)	Technical Role	Hourly Labor Rate Range
Engineer (EN)	Jr. Engineer (I-II)	\$135.00 - \$145.00
	Lead Engineer (III-IV)	\$170.00 - \$194.00
	Sr. Engineer (V-VI)	\$199.00 - \$261.00
Landscape Architect (LA)	Jr. Landscape Architect (I-II)	\$112.00 - \$126.00
	Lead Landscape Architect (III-IV)	\$139.00 - \$155.00
	Sr. Landscape Architect (V-VI)	\$179.00 - \$203.00
Surveyor (SU)	Jr. Surveyor (I-II)	\$99.00 - \$119.00
	Lead Surveyor (III-VI)	\$119.00 - \$186.00
	Sr. Surveyor (V-VI)	\$198.00 - \$249.00
Administrative (AD)	Admin (I-II)	\$88.00 - \$109.00
	Admin (III-IV)	\$128.00 - \$147.00
	Sr. Admin (V- VI)	\$166.00 - \$251.00
Construction Technician (CT)	Jr. Construction Tech (I-II)	\$110.00 - \$134.00
	Lead Construction Tech (III-VI)	\$155.00 - \$189.00
	Sr. Construction Tech (V-IV)	\$189.00 - \$207.00
Design/Survey Technician (DST)	Jr. Design/Survey Tech (I-II)	\$105.00 - \$118.00
	Lead Design/Survey Tech (III-IV)	\$139.00 - \$158.00
	Sr. Design/Survey Tech (IV-VI)	\$166.00 - \$210.00
Project Manager (PM)	Sr. Project Manager (IV-VI)	\$168.00 - \$231.00
Principal (P)	Principal (All Categories)	\$229.00 - \$295.00

DIRECT REIMBURSABLE RATES:

Mileage	\$ 0.725 /mile (IRS std.)
Full Day Per-Diem (as necessary and agreed upon)	\$ 68 /person/day (IRS std.)
Partial Day Per-Diem (as necessary and agreed upon)	\$ 51 /person/day (IRS std.)
Lodging (as necessary and agreed upon)	\$ Cost/Night + 15% Mark Up
Outside Consultants / Subconsultants	\$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	\$ Cost + 15% Mark Up

TIME CHARGES: Time is billed based on actual hours worked. Office time reflects actual time in the office. Field time includes time spent performing field work and travel time to and from the assigned office or project location. Time is billed in 15-minute increments.

RATE CHANGES: Hourly rates are subject to adjustment annually at the beginning of the year and may be revised periodically based on market conditions, project location, staffing needs, and other occasions. Rates may vary by project or by task depending on where services are performed and the personnel assigned but will remain within the range shown. When requested, specific labor classifications and estimated rates may be identified in task orders or scopes of work. Updated rates will apply to work performed after the effective date of any rate change unless otherwise stated in the contract.

Agenda Date: 08/06/2026

Agenda Item Number: 3i

Subject:

Consider approval of an agreement to purchase a real property (SG-5-2-34-42001 & SG-5-2-34-434) from Windmill Plaza LLC, Quality Development LLC, and K&D Family, LLC.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approximately 1050 South between 2580 East and 2780 East

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

This item is for the acquisition of the real property that contains an existing City sewer line and storm drain line. The City is interested in acquiring the property to control and protect the existing public utility infrastructure. It is expected that a trail would be installed on this property.

Staff Narrative (need/purpose):

This strip of property was part of the Moorland subdivision. While an easement was established at that time, it was the intent of the City and the developer that this property would be purchased at some point by the City. An appraisal on the property was prepared at that time, but the purchase was never finalized. The developer was agreeable to keep the original appraisal amount.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: \$216,535

Amount approved in current FY budget for item: 216,535

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

N/A

Description of funding source:

Public Works and Water Services are intending to share in the cost of the property purchase.

Recommendation (Include any conditions):

Staff recommends approval

Attachments

AGREEMENT TO PURCHASE REAL PROPERTY



AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the “City”), and Windmill Plaza LLC, a Utah limited liability company as to an undivided 1/3 interest; and, Quality Development, LLC, a Utah Liability Company an undivided 50% interest and K&D Family, LLC a Utah Limited Liability Company an undivided 50% interest, as to a 2/3 interest, (“Seller”) hereby enter this instrument effective as of _____ (the “Effective Date”). City and Seller are also referred to as a “Party” or collectively as the “Parties”

RECITALS

- A. Seller owns real property located within the City with a situs address of approximately 1050 South between 2580 East and 2780 East, and identified as Washington County Tax Parcels SG-5-2-34-42001 and SG-5-2-34-434. The total acreage is approximately 1.397 acres.
- B. The City desires to acquire real property consisting of parcels SG-5-2-34-42001 and SG-5-2-34-434 as described on the legal description in the warranty deed attached hereto as Exhibit A (the “Property”).
- C. The Property is encumbered by a major sewer line.
- D. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.
- E. The parties have discussed various issues with regard to the purchase of the Property by the City (the “Purchase”), have identified terms believed to be acceptable to the parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

TERMS

Based on the foregoing recitals which are fully incorporated herein and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

- 1 **Purchase Price.** On the terms and conditions stated below, the City shall pay Seller the amount of two hundred sixteen thousand, five hundred thirty-five dollars (\$216,535.00) (the “Purchase Price”) for the Property.
- 2 **Conveyance.** On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances, by delivering a duly executed and notarized original of the document attached hereto as

Exhibit A, titled "Warranty Deed," by which Seller shall convey all of Seller's interest in the Property to the City.

3 Escrow. The Purchase shall be consummated through an escrow through Southern Utah Title Company, attention: Elwin Prince, 157 E. Riverside Drive, Suite 1B, St. George, UT 84790, Phone No.: (435) 652-4804, Email: elwin@sutc.com ("Escrow Agent").

(a) Opening of Escrow. Immediately upon execution hereof, the parties shall open escrow by delivering a fully executed copy of this instrument to Escrow Agent, along with the duly executed Warranty Deed executed by Seller. This instrument shall constitute the Escrow Agent's instructions and Escrow Agent is hereby authorized and instructed to act in accordance with the provisions of this instrument; provided, however, that the parties agree to execute and return to Escrow Agent within 10 days after the receipt thereof such additional standard escrow instructions, not inconsistent with this instrument, that Escrow Agent may reasonably require. No failure by either party to execute such additional standard escrow instructions will affect the validity or enforceability of this instrument in any manner. In the event of any inconsistency between such additional standards escrow instructions and this instrument, the terms of this instrument will prevail.

(b) Closing Conditions. The City shall have no obligation to complete the Purchase unless and until each of the following conditions (the "Closing Conditions") are met to the satisfaction of the City, as determined by the City in the City's sole and absolute discretion:

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller 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, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and hold Seller harmless for any expenses or claims resulting from the City's entry onto the Property. The City shall not engage in any testing which will damage the Property in any way without further written consent from Seller. At time of execution of this instrument, the City affirms that it has approved the physical conditions and circumstances of the Property.

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City 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, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to

pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

(3) Legislative Approval. The St. George City Council shall legislatively approve this instrument, in the City Council's sole and absolute discretion.

(c) Failure of Conditions. If any condition is not fulfilled, the City may terminate this instrument at any time by notifying Seller and Escrow Agent in writing, upon which notice this instrument shall be null and void and neither party shall have any further obligation or liability pursuant to this instrument. Upon termination pursuant to this section, Escrow Agent shall return all documents and funds received from either party to the submitting party.

(d) Close of Escrow. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing and shall deposit the amount of the Purchase Price, less the Deposit and all accrued interest, with Escrow Agent. Upon receipt of the City's notice and the balance of the Purchase Price, Escrow Agent shall promptly proceed to record the Conveyance Documents and post the Purchase Price, less any obligations attributable to Seller, for delivery to Seller.

(1) The City's Obligations. The City shall be responsible for all the closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City, it being understood that there will not be any recording fee. The City shall also be responsible for any expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall also be responsible for any expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller'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. Further, Seller hereby consents to the payment from the Purchase Price any and all amounts necessary to obtain releases of any encumbrances or liens affecting title to the Property including taxes not yet due but appearing as a lien on title to the Property.

4 Representations and Warranties. Seller hereby represents and warrants to the City as follows:

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller 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.

(b) No Conflicts. The execution and delivery of this instrument 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 Seller, or any material contract by which Seller 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 its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this instrument.

(c) Foreign Status. Seller is not a "foreign person" as defined under Section 1445(f) of the Internal Revenue Code.

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller 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 instrument.

(e) Condemnation. Seller 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.

(f) Patriot Act Compliance. Neither Seller nor its affiliates is 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. Neither Seller nor its affiliates or any of its brokers or other agents in any capacity in connection with the sale of the Property (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. Neither Seller, nor any person or entity controlling or controlled by Seller, 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 Seller in connection with this instrument 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)).

(g) Environmental Condition. Seller 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.

(h) Solvency. Seller 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 Seller 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.

(i) Brokers. Seller has not employed any broker, finder, investment banker, or financial advisor as to whom Seller may have any obligation to pay any brokerage or finder's fees, commissions or similar compensation in connection with the transactions contemplated hereby.

(j) Untrue Statements. To the knowledge of Seller, none of the 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.

5 Default, Remedies and Termination. It shall constitute an event of default of this instrument if any party fails to timely deliver any of its performances at the times indicated herein. The defaulting party shall also be liable to pay any escrow cancellation charges. In no event shall either party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

(a) Default by Seller. If Seller defaults on this instrument, the City's exclusive remedies shall be to either: (i) terminate this instrument; or (ii) pursue an action for specific performance against Seller.

(b) Default by the City. If the City defaults on this instrument, Seller's exclusive remedy shall be to terminate this instrument and receive \$1,000.00 as liquidated damages.

6 Miscellaneous Provisions

(a) Interpretation. Captions and headings are used for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this instrument are, by this reference, fully incorporated into this instrument and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this instrument 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 instrument 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 instrument unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument 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 instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Sponsor 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 Sponsor pursuant to this instrument 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.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. This instrument 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.

(d) Entire Agreement. The parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This instrument 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 instrument.

(e) Amendment. The parties shall not amend or modify this instrument in any way unless in writing signed by the parties.

(f) 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 instrument in order to carry out the intent of the parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. 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 instrument 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.

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, 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.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, 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 instrument. 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.

(j) Forum and Law. Utah law shall govern this instrument without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of any action commenced relating to this instrument shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

(k) Attorney's Fees. Each party shall pay its own attorney's fees and costs in connection with this transaction including but not limited to pre-litigation efforts, litigation, mediation, or appeals related to the dispute that is the subject of or arising out of this transaction.

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any party delivering any written document shall deliver the written document 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 Attn: Public Works Director 61 S. Main St. St. George, UT 84770
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with a simultaneous copy to:	City of St. George Attn: City Attorney 61 S. Main St. St. George, UT 84770
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If delivered to Seller:	Windmill Plaza LLC 1472 E. 3950 S. St. George, Utah 84790
-------------------------	---

Quality Development, LLC
1472 East 3950 South
St. George, Utah 84790

K & D Family LLC
1472 East 3950 South
St. George, Utah 84790

Any party shall deliver notice of change of address in the manner described in this section. 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.

7 Execution. By executing this instrument below, the executing individuals acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument 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 instrument in full. The failure of any executing individual to date their signature will not affect the validity of this instrument.

8 Counterparts. The parties may execute this instrument in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile and other copies shall have the same force and effect as the original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

In witness of their intention to be bound by the above terms, the parties hereby execute this instrument as follows:

CITY OF ST. GEORGE

Date

By: _____
Jimmie B. Hughes, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Alicia Carlton, Assistant City Attorney

WINDMILL PLAZA, LLC, a Utah limited liability company

7-29-26

Date

By: _____
Jim Burgess, Member

QUALITY DEVELOPMENT, LLC, a Utah limited liability company

7-28-26

Date

By: Ed Burgess

Ed Burgess, Manager

K & D Family, LLC, a Utah limited liability company

7-28-26

Date

By: Kerry Holt

Kerry Holt, Manager

EXHIBIT A
Warranty Deed

When Recorded Return To:

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

Tax ID: SG- SG-5-2-34-42001 and SG-5-2-34-434

WARRANTY DEED

Windmill Plaza LLC, a Utah limited liability company as to an undivided 1/3 interest; and, Quality Development, LLC, a Utah Liability Company an undivided 50% interest and K&D Family, LLC a Utah Limited Liability Company an undivided 50% interest, as to a 2/3 interest grantor, hereby warrant and convey to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars (\$10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described below:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF THE RESERVE AT RIVER HOLLOW PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°16'03" EAST ALONG THE CENTER SECTION LINE, A DISTANCE OF 1290.777 FEET AND NORTH 00°43'57" EAST 459.703 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 87°07'07" WEST ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED, A DISTANCE OF 298.990 FEET; THENCE NORTH 82°34'12" WEST 331.473 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY BOUNDARY OF THE RESERVE AT RIVER HOLLOW PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 85°08'20" WEST ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED, A DISTANCE OF 613.301 FEET; THENCE NORTH 00°50'39" EAST 32.717 FEET; THENCE SOUTH 86°14'50" EAST 1241.570 FEET; THENCE SOUTH 00°55'41" WEST 61.324 FEET TO THE POINT OF BEGINNING.

CONTAINS 60,846 SQ. FT., (1.397 ACRES)

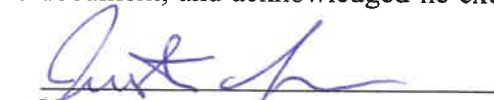
SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances except for those waived by written agreement with Creekside Village Owners Association.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or appertaining.

By: Kerry Holt
Kerry Holt, Manager

STATE OF UTAH)
)
) ss.
COUNTY OF WASHINGTON)

On July 28, 2026, before me, a notary public, personally appeared Kerry Holt, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same voluntarily for its stated purpose.



NOTARY PUBLIC



EXHIBIT "A"

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF THE RESERVE AT RIVER HOLLOW PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°16'03" EAST ALONG THE CENTER SECTION LINE, A DISTANCE OF 1290.777 FEET AND NORTH 00°43'57" EAST 459.703 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 87°07'07" WEST ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED, A DISTANCE OF 298.990 FEET; THENCE NORTH 82°34'12" WEST 331.473 FEET TO A POINT ON THE EXTENSION OF THE NORTHERLY BOUNDARY OF THE RESERVE AT RIVER HOLLOW PHASE 3 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 85°08'20" WEST ALONG SAID SUBDIVISION BOUNDARY AND LINE EXTENDED, A DISTANCE OF 613.301 FEET; THENCE NORTH 00°50'39" EAST 32.717 FEET; THENCE SOUTH 86°14'50" EAST 1241.570 FEET; THENCE SOUTH 00°55'41" WEST 61.324 FEET TO THE POINT OF BEGINNING.

CONTAINS 60,846 SQ. FT., (1.397 ACRES)

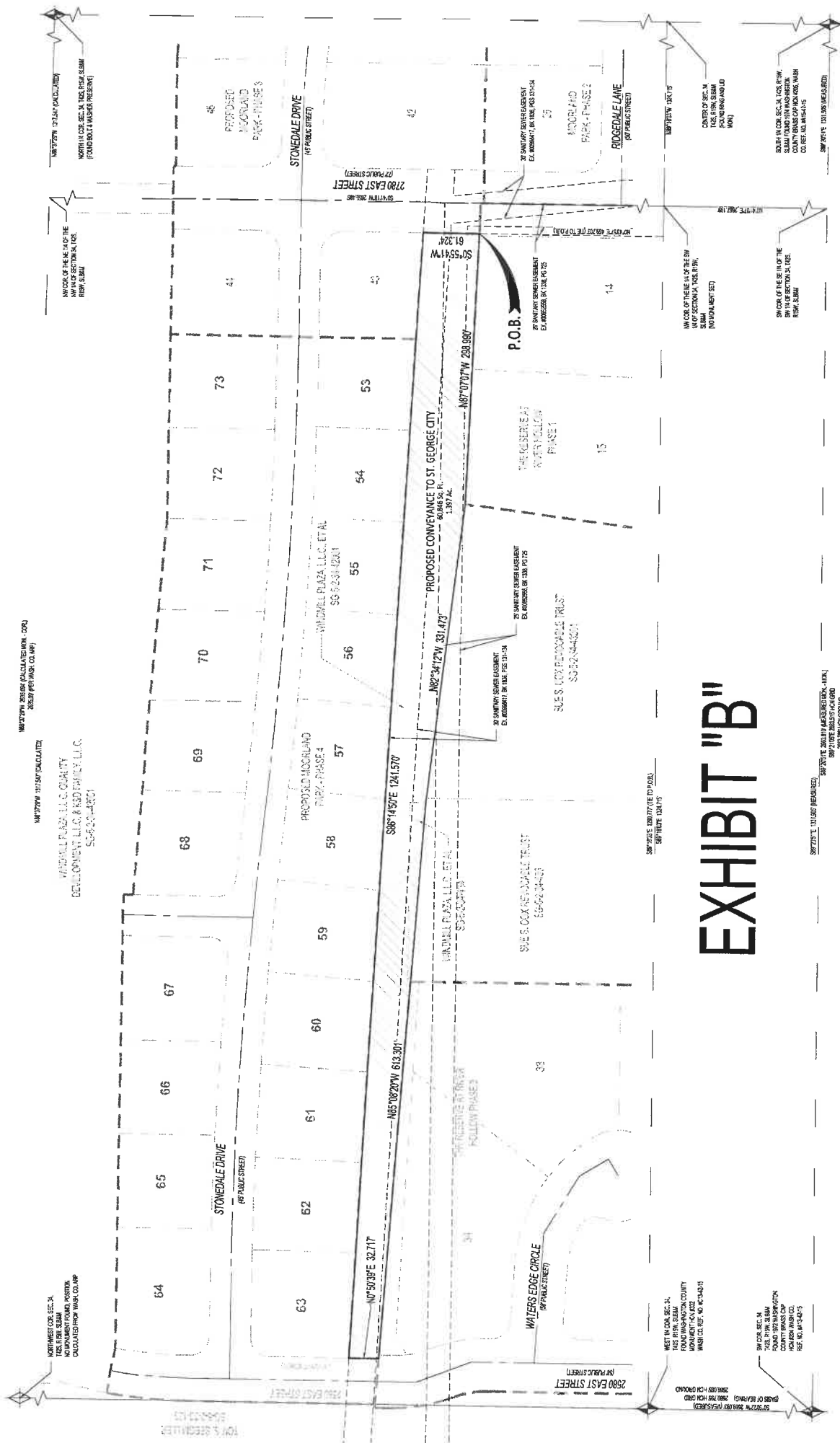


EXHIBIT "B"



Agenda Date: 08/06/2026

Agenda Item Number: 3j

Subject:

Consider approval of the continued sponsorship of the Boys & Girls Club of Southern Utah 4th Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser in the amount of \$3,000.

Item at-a-glance:

Staff Contact: Emilie Pinkelman

Applicant Name: Max McKeon

Reference Number: N/A

Address/Location:

N/A

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

The Boys & Girls Club is now entering its fifth year of operations in St. George, providing a safe place for kids with nowhere to go after school. The Boys & Girls Club provides academic support, enrichment activities, hands-on STEM experiences, teaches digital safety and responsibility, and even feeds the kids a delicious meal and snacks every day! These programs are currently offered at 8 Schools in St. George at no cost to the kids or their families. This program has been so successful that there is now a waiting list of kids to join. The Council approved sponsorship in 2023, 2024, and 2025 for the Club's previous golf tournament fundraising events. The Boys & Girls Club is holding the 4th Annual Patti & LaVell Edwards St. George Golf Tournament fundraiser on September 9, 2026, to raise funds to support this very successful program in our schools, and is requesting sponsorship from the City of \$3,000.

Staff Narrative (need/purpose):

N/A

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$3,000

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:

N/A

Description of funding source:

City Council Sundry Account

Recommendation (Include any conditions):

Staff recommends approval.

Agenda Date: 08/06/2026

Agenda Item Number: 3k

Subject:

Consider approval of a fee waiver for the annual Bloomington Community Picnic organized by The Church of Jesus Christ of Latter-day Saints Bloomington stake.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Tim Chase

Reference Number: N/A

Address/Location:

Bloomington Park - 650 West Man O War Road

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

This is an annual event that the community of Bloomington has held for many years. The event will be held on October 1, 2026, and will offer food, stations to visit, and activities free to the public. The fee waiver request totals \$600 and includes: 1) Special Event application fee (\$150); and 2) Park Reservation fee plus deposit (\$450). Staff recommends approval of waiving the fees for this and future events.

Staff Narrative (need/purpose):

The community and stake made large monetary contributions for the completion of the softball fields in order to be able to use the pavilion and park. The fees have been waived in years past.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of waiving the fees for this and future events.

Attachments

July 16, 2026

Re: Waiver of Event Permit Fee

St. George City Council

The Utah Bloomington Stake of the Church of Jesus Christ of Latter-Day Saints intends to sponsor a Bloomington Community Picnic on October 1, 2026, at the Bloomington Park. This has been an annual event held at the park for several years, with exception during the COVID-19 protocols. Due to the size of the event, an event permit is required and will be secured for the event. In years past, the fee to obtain the permit has typically been waived. In researching why the permit fee has been waived, I was able to locate the accompanying agreement in the Stake's files that dates back to 1982, (attached) which grants the Stake access to use the park. I believe this agreement is the genesis of having the permit fee waived for the Stake's annual picnic. Receipts from subsequent years have also been located, showing permit fees were not charged. Based on the history outlined above, the Stake kindly requests that permit fee continue to be waived in the future.

Sincerely, Tim Chase

AGREEMENT

AGREEMENT made on this 17 day of August, 1982, by and between THE ST. GEORGE, UTAH STAKE of THE CHURCH OF JESUS CHRIST OF LATTERDAY SAINTS (and its possible future divisions), hereinafter referred to as "Stake(s)", the BLOOMINGTON SERVICE AREA, hereinafter referred to as "Bloomington" and the City of ST. GEORGE. UTAH, hereinafter referred to as "City".

RECITALS

BLOOMINGTON is the owner of a certain parcel of real property being developed as a community park that will include a softball field, and its desirous of obtaining financial assistance to complete construction of the softball field.

STAKE(s) desires to contribute financial assistance to Bloomington for completion of the softball field, subject to certain conditions and privileges specified herein.

The Bloomington community park and softball field have been included in a petition for annexation into the City of St. George.

The parties hereto desire to reduce to writing their understanding and agreement with respect to completion, maintenance, use and scheduling of the softball field.

IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. Within a reasonable time after execution of this agreement, Stake(s) shall pay to Bloomington the sum of Ten Thousand Dollars (\$10,000.00), said sum to be used by Bloomington in completion of the above mentioned softball field.

2. Within a reasonable time after execution of this agreement and receipt of said sum of \$10,000.00, Bloomington agrees to complete construction of said softball field and thereafter, to maintain said softball field in a neat, level and otherwise reasonable manner at its expense.

3. In the event that additional improvements or facilities for said softball field are mutually desired or required after initial completion of the softball field, the parties hereto agree that the cost and expense of such improvements or facilities shall be borne by the parties as may be agreed from time to time.

4. The parties hereto agree that from May 1st through September 30th of each calendar year, Stake(s) shall have preference in the use and scheduling of the softball fields on Tuesdays and Thursdays, and at all other times Stake(s) shall have equal treatment in the use and scheduling of the softball fields. Said scheduling to be completed at least two weeks prior to use, and shall be carried out with the proper governing authority.

5. The parties hereto agree that Stake(s) shall have a right to the use of the softball field in perpetuity. However, in the event that the parties should elect to terminate this agreement within ten (10) years from the date hereof, Bloomington shall return to Stake(s), on a straight-line depreciation basis, all monies expended or contributed by Stake(s) for the construction or improvement of said softball field and, further, that said monies shall be returned within thirty (30) days of the

date of the written notice of termination. No money shall be returned upon mutually agreed termination after a ten (10) year period.

6. In the event that the community park and softball field are annexed into the City of St. George, Utah, City agrees to accept and perform all obligations and responsibilities of Bloomington as contained in this agreement, provided Bloomington completes construction of the softball field after receipt of \$10,000.00 as referred to in paragraph 2, above.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seal on the date first above written.

ST. GEORGE, UTAH STAKE OF THE
CHURCH OF JESUS CHRIST OF
LATTERDAY SAINTS

By

Thales A. Dennis

BLOOMINGTON SERVICE AREA

By

Robert M. Lars

THE CITY OF ST. GEORGE, UTAH

B.

Karl Brooks

Agenda Date: 08/06/2026

Agenda Item Number: 31

Subject:

Consider approval to allow Hive 435 Taphouse Inc. to provide beer and wine for the annual Dinner on Main Dixie Days Event.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Cameron Payne

Reference Number: N/A

Address/Location:

Main Street between Blvd & Tabernacle Street

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

The Hive 435 Taphouse is requesting consent to provide beer and wine on city property for the September 17, 2026 Dinner on Main event. Dinner on Main during Dixie Days is a dynamic celebration of Southern Utah's culinary scene, revitalizing historic Main Street with an unforgettable outdoor dining experience. Indulge in exquisite multi-course menus crafted by local chefs, accompanied by live music and art.

Staff Narrative (need/purpose):

The applicant is requesting approval to serve alcohol on City-owned property. As part of the application process, the Event Review Committee (ERC) will review the application and recommend approval, and/or any conditions of approval or denial. Approval of this request will be subject to the approval or approval with conditions of the ERC, approval of the DABS Single Event Alcohol Permit, and Certificate of Insurance with required endorsements.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

Attachments

**ALCOHOL
SINGLE EVENT PERMIT
APPLICATION**



St. George
THE BRIGHTER SIDE

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

Rev. 7-01-22

1. Name of Organization: Hive 435 TapHouse
2. Address: W. W. St. George Blvd St George UT 84770
Street City State Zip
3. Phone number: 435-668-8435
4. Person to contact: Cameron Payne
5. Type of organization: (check one) Please include a list of officers.

☐ Incorporation Association	☐ Political Organization
☒ Corporation	☐ Limited Liability Co.
☐ Partnership	☐ Local Chapter
☐ Church	
6. Applicant's Name: Cameron Payne 601-24-9096
Social Security Number
7. Applicant's Residence Address: 2525 2310 E circle St George UT 84770
Street City State Zip
8. Applicant's Phone Number: 435-668-8435
9. Name of Event: Dinner on main
10. Purpose of Event: Gather the community for local eateries & provide beer & wine
11. Date(s) and Hours of Event: Sept 17th 2026 5pm-9pm
12. Admission Charge: \$ 0 Attendance: 150
13. Name of Location of Event: Main Street between Blvd & Tabernack St.
14. Address of Event: Main Street Between Blvd & Tabernack St George, UT 84770
Street City State Zip

Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

8 day of July, 2020.

[Signature]
Authorized Applicant Signature

CEO
Title

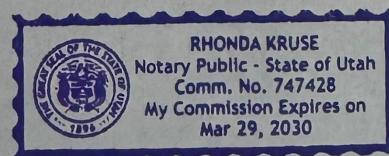
STATE OF Utah

COUNTY OF Washington

SUBSCRIBED AND SWORN TO me before this 8 day of July, 2020.

Rhonda Kruse
Notary Public

My Commission Expires: 3-29-2030



SINGLE EVENT PERMIT

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises. **Authority:** Utah Code 32B-9-201

St. George

Local business license authority

☒ City ☐ Town ☐ County

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: Hive 435 TapHouse

Event Name: Dinner on Main

Event location address: Main St. between Blvd + Tabernacle St George, UT, 84770
Street city state zip

On the 17th day(s) of September, 2026
dates month year

during the hours of 5pm-9pm, pursuant to the provision of Utah Code 32B-9 for
define hours from and to

the sale of (Check all that apply): ☒ Beer ☐ Heavy Beer ☒ Wine ☐ Flavored Malt Beverages ☐ Liquor

We are recommending this entity as conducting a civic or community enterprise* ☒ Yes ☐ No

☐ NOT providing a recommendation

***As Part of local consent required by 32B-9-201 (1) (c), the locality may provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

[Signature]
Authorized Signature

John Williams, City Manager
Name/Title

7/8/26
Date

**State Of Utah
Department Of Alcoholic Beverage Services
Bar Establishment**



License Number: BAR-261

Expiration Date: June 30, 2027

THIS LICENSE MUST BE RENEWED BY

May 31, 2027

This license entitles: HIVE 435 TAPHOUSE

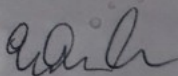
License holder: HIVE 435 TAPHOUSE INC

**Location: 61 W ST GEORGE BLVD
ST GEORGE CITY, UT 84770**

**NON
TRANSFERABLE**

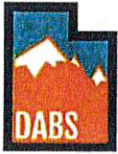
STATE AS A BAR ALLOWING THE STORAGE, SALE AND CONSUMPTION OF LIQUOR PURSUANT TO UTAH CODE 32B-6-401

**Issued on July 1, 2026 by the
Utah Alcoholic Beverage Services Commission**


Ericka Evans, Department Commissioner

must be displayed continuously in a prominent place for public view in the licensed premises and may be cancelled for violation of its terms or the provisions of the Utah Alcoholic Beverage Control Act.

This license may not be transferred to any other person, business entity or any other location.



Local Authority Consent for a Single Event Permit

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of a temporary single event permit for an entity/organization to store, sell, offer for sale, furnish, or allow the consumption of an alcohol product on the event premises of the applicant under the following authority: Utah Code Section 32B-9-201.

City of St George

hereby grants its consent for the issuance of a permit to:

Applicant Entity/Organization: SG Barland Hotel LLC, DBA Wood Ash Rye

Event Name: Dinner on Main - Dixie Days

Physical Location Street Address: Main Street

City: St. George Zip Code: 84770

Event Start Date: Sept 17th 2026 Event End Date: Sept 17th 2026

Hours of Operation: 5pm - 9pm

Approved to sell, offer for sale, or furnish: (check all that apply)

Beer ☒

Heavy Beer ☒

Wine ☒

Flavored Malt Beverage ☐

Liquor ☒

NO

We are recommending this entity as conducting a civic or community enterprise: Choose One

Authorized Licensing Authority Signature: [Signature]

Printed Name: John R. Willis Title: City manager Date: 7/10/26

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

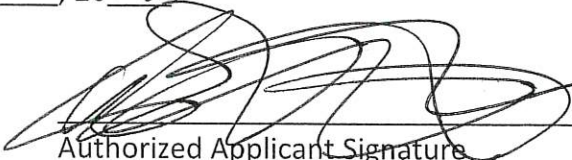
Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

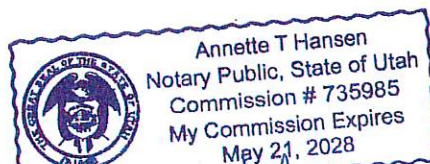
9th day of July, 2026


Authorized Applicant Signature

Director of Food + Beverage
Title

STATE OF Utah

COUNTY OF Washington



SUBSCRIBED AND SWORN TO me before this 9th day of July, 2026.


Notary Public

My Commission Expires: May 21 2028

ALCOHOL SINGLE EVENT PERMIT APPLICATION



St. George
THE BRIGHTER SIDE

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

Rev. 9-27-19

1. Name of Organization: SG Boulevard Hotel LLC DBA: Wood Ash Eye
2. Address: 25 West St. George Blvd Saint George UT 84770
Street City State Zip
3. Phone number: 435 819 0144
4. Person to contact: Kyler Button
5. Type of organization: (check one) Please include a list of officers.

☐ Incorporation Association	☐ Political Organization
☐ Corporation	☒ Limited Liability Co.
☐ Partnership	☐ Local Chapter
☐ Church	
6. Applicant's Name: Kyler Button 647-52-3085
Social Security Number
7. Applicant's Residence Address: 345 N 2450e unit 212 St. George UT 84790
Street City State Zip
8. Applicant's Phone Number: 435 819 0144
9. Name of Event: Dinner on Main 2026
10. Purpose of Event: Dinner on Main - Dixie Days
11. Date(s) and Hours of Event: September 17th 2026 5 pm - 9 pm
12. Admission Charge: \$ 165 Attendance: 100
13. Name of Location of Event: Main Street
14. Address of Event: 25 W St. George Blvd St. George UT 84770
Street City State Zip



Agenda Date: 08/06/2026

Agenda Item Number: 3m

Subject:

Consider approval to allow the St. George Lions to hold a beer garden at the 92nd Lions Dixie Round Up Rodeo to be held on September 17-19, 2026 at the Dixie Sunbowl.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Kyle Cox

Reference Number: N/A

Address/Location:

150 South 400 East

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

For 92 years, the St. George Lions Club continues to bring the community together for the Dixie Round Up Rodeo. They have applied to hold a Beer Garden as part of their event in a safe and secure area. The proceeds from the annual rodeo are given back to the members of the community.

Staff Narrative (need/purpose):

The applicant is requesting approval to have a beer garden at their event, which is located on City-owned property. As part of the application process, the Event Review Committee (ERC) will review the application and recommend approval, and/or any conditions of approval or denial. Approval of this request will be subject to the approval or approval with conditions of the ERC, approval of the DABS Single Event Alcohol Permit, and Certificate of Insurance with required endorsements.

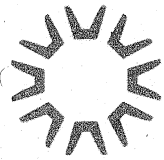
Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval, subject to the approval of the ERC, DABS, and condition that the applicant provide a Certificate of Insurance with the required endorsements, and all other requirements of the Special Event Permit.

Attachments



St. George

THE BRIGHTER SIDE

INFORMATION REQUIRED TO OBTAIN AN ALCOHOL LICENSE

City Manager approval is required to obtain an Alcohol Single Event Permit. The information must be received sixty (60) days prior to the event.

- ☐ Completed application for Special Event Permit <https://www.sgcity.org/specialevent>
- ☐ Notarized application for Alcohol Single Event Permit
- ☐ \$500.00 annual cost for Alcohol License/Local Consent
- ☐ \$50.00 non-refundable application fee
- ☐ Local Consent application from the State of Utah – Department of Alcohol.
DABC phone number (801) 977-6800 www.abc.utah.gov

The Business License officer may require additional information as needed.

The Alcohol License is not transferable.

Employees, who will be authorized to sell, furnish or serve alcohol to the public, must complete an instruction seminar and maintain a current certification. Please contact Camille Jessop at Southwest Utah Public Health Department (435) 986-2563 for employee certification.

Must comply with all applicable laws prior to any alcohol being sold, consumed, or served at the establishment.

Under State section 328-1-304, no person who has been convicted of a felony; two or more convictions of driving under the influence of alcohol or drugs within the last five years; or any crime involving the sale, manufacture, distribution, warehousing, adulteration or transportation of alcoholic beverages, or involving moral turpitude may apply for or be granted a single event permit.

City of St. George Licensing Department
(435) 627-4740

Building Department
(435) 627-4100

State of Utah – Department of Alcohol
(801) 977-6800

Bureau of Criminal Identification
(801) 965-4445

Fire Department
(435) 627-4150

Health Department
(435) 986-2580

Zoning Department
(435) 627-4206

**ALCOHOL
SINGLE EVENT PERMIT
APPLICATION**



St. George
THE BRIGHTER SIDE

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

Rev. 9-27-19

1. Name of Organization: St. George Lions Club
2. Address: 150 S. 400 E. St. George Ut 84770
Street City State Zip
3. Phone number: 435-669-2436
4. Person to contact: Kyle Cox
5. Type of organization: (check one) Please include a list of officers.

☐ Incorporation Association	☐ Political Organization
☒ Corporation	☐ Limited Liability Co.
☒ Partnership	☐ Local Chapter
☐ Church	
6. Applicant's Name: St. George Lion's Club 87-6123356
Social Security Number
7. Applicant's Residence Address: 150 S. 400 E St. George Ut 84770
Street City State Zip
8. Applicant's Phone Number: 435-669-2436
9. Name of Event: Lions Dixie Roundup
10. Purpose of Event: 92nd year of the Dixie Round up
11. Date(s) and Hours of Event: Sept 17th - 19th 6-12pm
12. Admission Charge: \$ 22.00 Attendance: NA
13. Name of Location of Event: Lions Dixie Sun Bowl
14. Address of Event: 150 S. 400 E St. George Ut 84770
Street City State Zip

Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

6th day of July, 2026.

[Signature]
Authorized Applicant Signature

Rodeo Committee member
Title

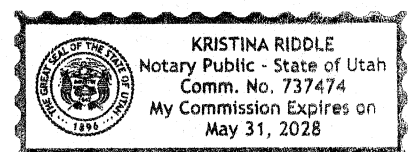
STATE OF Utah

COUNTY OF Washington

SUBSCRIBED AND SWORN TO me before this 6th day of July, 2026.

[Signature]
Notary Public

My Commission Expires: 5/31/28





Local Authority Consent for a Temporary Beer Event Permit

The local business licensing authority gives written consent to the Alcoholic Beverage Services Commission to consider the issuance of a temporary beer event permit for a person to store, sell, offer for sale, furnish, or allow the consumption of 5% or less ABV beer on the event premises of the applicant under the following authority: Utah Code Section 32B-9-201.

St George City

hereby grants its consent for the issuance of a permit to:

Applicant/Entity/Organization: St George Lion's Club

Event Name: Lion's Dixie Round-Up

Physical Location Street Address: 150 South 400 East

City: St George **Zip Code:** 84790

Event Start Date: September 17, 2026 **Event End Date:** September 19, 2026

Hours of Operation: 6:00 PM-12:00 PM

Authorized Licensing Authority Signature: Kyle W Cox

Printed Name: Kyle W Cox **Title:** Rodeo Committee **Date:** July 6 2026

This local consent document must be submitted to the DABS by the applicant as part of a complete application.

Agenda Date: 08/06/2026

Agenda Item Number: 3n

Subject:

Consider a fee waiver for the annual Recovery Day Fun Run and Recovery Day, as part of National Recovery Month in September.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Crystal Randall

Reference Number: N/A

Address/Location:

JC Snow Park

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

The 2026 Recovery Day will be held at JC Snow Park & the 2026 Recovery Day Fun Run held at Crosby Confluence Park-Virgin River North Trail, as part of National Recovery Month in September. These are annual events that celebrate individuals in recovery from substance use disorders and mental illness. Held in September as part of National Recovery Month, it's a free, family-friendly event designed to promote health, hope, unity, and healing within the community. The day typically features a resource fair with local service providers and community allies, live music, food vendors, and inspiring speakers.

Staff Narrative (need/purpose):

The recovery community has been partners with the City of St. George at multiple events. They volunteer hundreds of hours at both Marathon and Half Marathon start lines. The recovery community gives back to the city by supporting cleanups. They would like to invite everyone to attend and see what an amazing recovery community exists in Southern Utah.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval. The Recovery Day Fun Run & Recovery Day have both been approved for this year already by the Events Review Committee.

Attachments



7/29/2026

Dear Members of the St. George City Council,

Please consider a fee waiver for our September 16, 2026 Recovery Run 5k as well as September 17, 2026 Southwest Recovery Day.

We are requesting:

Waivers for park reservation fees, special event application fee, and sublicense fees

Recovery Day in St. George, Utah, is an annual event that celebrates individuals in recovery from substance use disorders and mental illness. Held in September as part of National Recovery Month, it's a free, family-friendly event designed to promote hope, unity, and healing within the community. The day typically features a resource fair with local service providers and community allies, live music, food vendors, and inspiring speakers.

The recovery community has been partners with the City at multiple events. They volunteer hundreds of hours at both Marathon and Half Marathon start lines. This community gives back to the City by supporting cleanups. The organizers will be responsible for their trash cleanup and we invite everyone to attend and see what an amazing recovery community Southern Utah has.

Thank you for your time and consideration,

**Crystal Randall
St.George Program Manager**

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JULY 16, 2026, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

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

EXCUSED:

Councilmember Dannielle Larkin

STAFF MEMBERS PRESENT:

**City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Public Works Director Cameron Cutler
Planner Dan Boles
Assistant Budget Manager Chad Moultrie**

OTHERS PRESENT:

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Father Joel Garavaglia-Maiorano, the Intermountain Health Chaplain and The Pledge of Allegiance to the Flag was led by Councilmember Tanner.

Link to call to order, invocation, and flag salute: [00:00:00](#)

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

There were no recognitions, proclamations, or updates.

CONSENT CALENDAR:

- a. Consider approval to award bid to Interstate Rock for the Bloomington Country Club Water Tank.**

BACKGROUND and RECOMMENDATION: This item is to award a bid for the replacement and upsizing of the current Bloomington Country Club water tank. The Bloomington Country Club water tank serves Bloomington, Sun River, the East Bloomington pump station, and Desert Color. The current tank has been in service since the 1970s, is in need of repair and is undersized for the growth in the area. The city requested bids and 7 bids were received back. Interstate Rock was the low bid with a total bid of \$3,100,696.49. Staff recommends award of the bid to Interstate Rock.

- b. Consider approval of purchasing playground equipment through state contract with PlaySpace Designs for the Curly Hollow Adventure Park.**

5 BACKGROUND and RECOMMENDATION: This item is for the purchase of
6 playground equipment from PlaySpace Designs through a state contract for the
7 Curly Hollow Park. Curly Hollow Adventure Park is a new community park that
8 will be located on Tonaquint Drive across from Dixie Intermediate. PlaySpace
9 worked with the city to design the playground on the central hill, rock features in
10 the splash pad and adjacent to the playground, and an obstacle course. The
11 playground will incorporate multiple features including concrete slides, faux rock
12 climbing features tie in the climbing wall theme, a rope swing, cliff rider, multiple
13 climbing obstacles and sand play area for younger users. PlaySpace Designs
14 quoted \$1,233,072.77 for all of these features. The Curly Hollow Park project is a
15 2023 General Obligation Bond project and is included in the Parks Master Plan.
16 Staff recommends approval.
17

18 **c. Consider approval of the purchase of Novotx LLC asset and work**
19 **management software through a cooperative contract.**
20

21 BACKGROUND and RECOMMENDATION: Novotx LLC is an asset and work
22 management software utilized to track assets and work orders across the city.
23 The city's current asset management software was recently purchased by another
24 company and is undergoing significant changes and a substantial price increase.
25 Staff evaluated alternative software solutions and determined that Novotx offered
26 a more cost effective option. The purchase of Novotx is available through a
27 cooperative contract in the amount of \$176,300. Staff recommends approval.
28

29 **d. Consider approving the acceptance of a \$167,132.00 grant award from**
30 **the Rocky Mountain High Intensity Drug Trafficking Area (HIDTA).**
31

32 BACKGROUND and RECOMMENDATION: The St. George Police Department serves
33 as the fiduciary for the Washington County Drug Task Force (WCDTF). Partnering
34 with both the Rocky Mountain High Intensity Drug Trafficking Area (RMHIDTA)
35 and the WCDTF, we collectively address the challenge of illicit drug distribution in
36 Washington County, including St. George City. A long-standing partnership exists
37 among St. George City, WCDTF, and RMHIDTA, reflecting a history of grant
38 funding used for various investigative and personnel costs critical to their
39 mission.
40

41 **e. Consider approval of the continued sponsorship of the Lions' Club 92nd**
42 **annual Dixie Round Up Rodeo and the approval to have a Beer Garden for**
43 **the 6th year at the event being held September 17- 19, 2026 at the Dixie**
44 **Sun Bowl.**
45

46 BACKGROUND and RECOMMENDATION: This annual event, held at the Dixie Sun
47 Bowl, includes evening rodeos Thursday-Saturday from 6:00pm-11:00pm, with a
48 Beer Garden during that time, and a parade on Saturday at 9:00am. The
49 sponsorship request includes permitting a Beer Garden, and the fee waivers of
50 the following: 1) Special Event Permit Application fee (\$150); 2) Sublicense fee
51 (\$5 per vendor); 3) Annual Alcohol Permit fee (\$500); 4) Local Consent
52 Application fee (\$50); 5) Security fee; 6) Encroachment fees (\$650); and
53 7) Water hydrant meter fee; and deposit application fee (\$2,000). (Encroachment

5 & Water Fees are based on 2025 estimates.) Staff recommends approval with the
6 condition that the applicant obtain insurance with the correct endorsements and
7 all permit applications are approved prior to the event.
8

9 **f. Consider approval of the minutes from the meetings held on June 18,**
10 **2026 (work meeting); June 18, 2026 (regular meeting); and July 2,**
11 **2026.**
12

13 Link to presentation from City Manager John Willis: [00:03:00](#)

14 [Agenda Packet \[Page 7\]](#)
15

16 Link to motion: [00:03:20](#)
17

18 **MOTION:**

19 A motion was made by Councilmember Kemp to approve the consent calendar
20 items as listed in the agenda packet.
21

22 **SECOND:**

23 The motion was seconded by Councilmember Larsen.
24

25 **VOTE:**

26 Mayor Hughes called for a vote, as follows:

27 Councilmember Larkin – absent

28 Councilmember Larsen – aye

29 Councilmember Tanner – aye

30 Councilmember Kemp – aye

31 Councilmember Anderson – aye
32

33 The vote was unanimous and the motion carried.
34

35 **PUBLIC HEARING/VACATE PLATTED RIGHT-OF-WAY/ORDINANCE:**

36 **Public hearing and consideration of Ordinance No. 2026-051 to vacate**
37 **approximately 613 feet of platted right-of-way at the south end of Desert**
38 **Color Parkway.**
39

40 BACKGROUND and RECOMMENDATION: A roadway dedication plat for Desert Color
41 Parkway and Lagoon Parkway Roadway was recorded in 2019. Intermountain Health
42 is building a clinic in the Desert Color development and as part of the construction
43 design they are relocating the roadway to fit their layout. The road will continue in a
44 southerly direction and eventually connect to Desert Sage Parkway. The Joint Utilities
45 Commission recommended approval.
46

47 Link to introduction from City Manager John Willis and presentation from Public
48 Works Director Cameron Cutler, including discussion between City Manager John
49 Willis, the City Council and Mr. Jenkins: [00:03:38](#)
50

51 [Agenda Packet \[Page 135\]](#)
52

53 Link to public hearing; no comments were provided: [00:06:13](#)

5 Link to motion: [00:06:27](#)
6

7 **MOTION:**

8 A motion was made by Councilmember Anderson to approve Ordinance No.
9 2026-051 to vacate approximately 613 feet of platted right-of-way at the
10 south end of Desert Color Parkway, with the condition that the rest of the
11 road being dedicated.

12 **SECOND:**

13 The motion was seconded by Councilmember Kemp.

14 **VOTE:**

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

16
17 Councilmember Larkin – absent
18 Councilmember Larsen – aye
19 Councilmember Tanner – aye
20 Councilmember Kemp – aye
21 Councilmember Anderson – aye
22

23 The vote was unanimous and the motion carried.
24

25 **PD AMENDMENT/ORDINANCE:**

26 **Consider approval of Ordinance No. 2026-052 amending the Desert Color**
27 **Planned Development Commercial zone on approximately 1.28 acres located**
28 **east of Desert Color Parkway, between Southern Parkway and Black**
29 **Mountain Drive. (Case No. 2026-PDA-016 - McDonald's Desert Color)**
30

31 BACKGROUND and RECOMMENDATION: The proposal is for a fast food restaurant
32 (McDonald's) in the Desert Color PD-C (Planned Development Commercial) zone. At
33 their meeting held on June 23, 2026, the Planning Commission held a public hearing
34 and recommend approval with two conditions, with a vote of 7-0; there were no
35 public comments.
36

37 Link to introduction from City Manager John Willis and presentation from Planner Dan
38 Boles: [00:07:18](#)
39

40 [Agenda Packet \[Page 139\]](#)
41

42 Link to motion: [00:11:32](#)
43

44 **MOTION:**

45 A motion was made by Councilmember Larsen to approve Ordinance No.
46 2026-052 amending the Desert Color Planned Development Commercial zone
47 on approximately 1.28 acres located east of Desert Color Parkway, between
48 Southern Parkway and Black Mountain Drive.

49 **SECOND:**

50 The motion was seconded by Councilmember Tanner.

51 **VOTE:**

52 Mayor Hughes called for a roll call vote, as follows:
53

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 MASTER FEE SCHEDULE/RESOLUTION:**

14 **Consider approval of Resolution No. 2026-016R amending and adopting fees**
15 **for various services.**
16

17 BACKGROUND and RECOMMENDATION: This item proposes amendments to the
18 City's Master Fee Schedule to correct certain water rates and establish fees for the
19 FY 2027 Dixie Days Golf Tournament. The Master Fee Schedule was originally
20 adopted on June 18, 2026. The proposed amendment updates water rates for the
21 Outside City, Qualified PUD, and Exempt customer classifications to align with the
22 water rate adjustments adopted this year for all other customer classifications. The
23 adjustments vary by meter size and usage tier, as detailed in the attached exhibit. In
24 addition, staff proposes establishing a fee for the Dixie Days Golf Tournament to be
25 held during FY 2027. The proposed fee is \$125 per player or \$500 per four-person
26 team. Staff recommends approval.
27

28 Link to introduction from City Manager John Willis and presentation from Assistant
29 Budget Manger Chad Moultrie: [00:12:07](#)
30

31 [Agenda Packet \[Page 163\]](#)
32

33 Link to motion: [00:13:23](#)
34

35 **MOTION:**

36 A motion was made by Councilmember Kemp to approve Resolution No.
37 2026-016R amending and adopting fees for various services.
38

39 **SECOND:**

40 The motion was seconded by Councilmember Tanner.
41

42 **VOTE:**

43 Mayor Hughes called for a roll call vote, as follows:
44

45 Councilmember Larkin – absent
46 Councilmember Larsen – aye
47 Councilmember Tanner – aye
48 Councilmember Kemp – aye
49 Councilmember Anderson – aye
50

51 The vote was unanimous and the motion carried.
52

53 **APPOINTMENTS TO BOARDS AND COMMISSIONS OF THE CITY:**

No appointments were made.

5 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

6 Link to reports from Mayor, Councilmembers, and City Manager: [00:14:09](#)
7

8 **ADJOURN TO A CLOSED MEETING:**

9 **Request a closed meeting to discuss litigation, security, property acquisition**
10 **or sale or the character and professional competence or physical or mental**
11 **health of an individual.**
12

13 A closed meeting was not held.
14

15 **ADJOURN:**

16 Link to motion: [00:16:00](#)
17

18 **MOTION:**

19 A motion was made by Councilmember Kemp to adjourn.

20 **SECOND:**

21 The motion was seconded by Councilmember Anderson.

22 **VOTE:**

23 Mayor Hughes called for a 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
34
35
36
37

Christina Fernandez, City Recorder



Agenda Date: 08/06/2026

Agenda Item Number: 04

Subject:

Public hearing and consideration of Resolution No. 2026-017R to review and approve amendments to the Fiscal Year 2026-27 Budget.

Item at-a-glance:

Staff Contact: Jared Edwards

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

Staff requests to amend the budget for the construction of bus canopies at the new SunTran Operations Facility. The canopies will protect transit buses from the elements and help reduce heat buildup inside the vehicles before they enter service. Similar bus canopies are in place at the current Red Hills facility and are in line with industry standards. This proposal would amend the current contract with Bonneville to add in the addition of these canopies within the scope of the project. The proposed change order is \$861,985.74. Staff eliminated the bus wash which reduced the impact to the budget to \$461,986. Funding is available from grant revenue received by the State for the Zion Route. Staff requests to amend the FY 2027 Budget in the amount of \$461,986.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: \$461,986

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:

State Grant for Zion Route

Description of funding source:

State Grant for Zion Route

Recommendation (Include any conditions):

Staff recommends taking public comment and approval of the resolution.

Attachments

RESOLUTION NO. _____

**AMENDING THE 2026-2027 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 6th day of August, 2026, upon motion duly made and seconded, it is

RESOLVED that the 2026-2027 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 6TH DAY OF AUGUST, 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	64-38801	Public Transit Fund - Appropriation Fund Balance (Zion Route)		461,986
	64-6450-7200	Public Transit Fund - Building Purchases or Construction	461,986	

Staff requests to amend the budget for the construction of bus canopies at the new SunTran Operations Facility. The funds are for a change order to the existing Bonneville contract to install bus canopies in the parking area at the new facility. The canopies will protect transit buses from the elements and help reduce heat buildup inside the vehicles before they enter service. Similar bus canopies are in place at the current Red Hills facility and are in line with industry standards. The proposed change order is \$861,985.74. Staff eliminated the bus wash which reduced the impact to the budget to \$461,986. Funding is available from grant revenue received by the State for the Zion Route. Staff requests to amend the FY 2027 Budget in the amount of \$461,986.



Agenda Date: 08/06/2026

Agenda Item Number: 05

Subject:

Consider approval of a Conditional Use Permit for a development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately .63 acres located at 801 South Bluff Street. (Case No. 2026-CUP-004 - UCCU St George Place)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: WPA Architecture

Reference Number: 2026-CUP-004

Address/Location:

801 South Bluff Street

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

This proposal is a conditional use permit for the first newly constructed building in the St George Place Development. At their meeting held on July 14, 2026, the Planning Commission recommended approval with a unanimous vote of 6-0.

Staff Narrative (need/purpose):

St. George Place received a Conditional Use Permit (CUP) on April 21, 2021, to redevelop the property at 801 South Bluff Street with buildings having a ground floor footprint area of twenty square feet or more. This application is for the first newly constructed building within this development. The proposed building will be a single-story structure, 24 feet high at the top of the parapet, with a total area of 2,923 square feet. The exterior materials will include painted EIFS in iron ore, worldly gray, backdrop, and hyper blue. It will also feature walnut brick veneer in both matte and scratch textures, pewter porcelain tiles, and matte black metal wall caps. This style and color palette will integrate well with the remodeled St. George Place development.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments



PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

08/06/2026

Location of Conditional Use Permit

BACKGROUND:

St. George Place received a Conditional Use Permit (CUP) on April 21, 2021, to redevelop the property at 801 South Bluff Street with buildings having a ground floor footprint area of twenty square feet or more. This application is for the first newly constructed building within this development.

The proposed building will be a single-story structure, 24 feet high at the top of the parapet, with a total area of 2,923 square feet. The exterior materials will include painted EIFS in iron ore, worldly gray, backdrop, and hyper blue. It will also feature walnut brick veneer in both matte and scratch textures, pewter porcelain tiles, and matte black metal wall caps. This style and color palette will integrate well with the remodeled St. George Place development.

A conditional Use Permit requires the following standards (10-17B-3 and 10-17B-9) to be met:

Review Criteria		
Regulation	Proposal	Staff Comments
Maximum Intensity and use	This is the first newly constructed building in the redeveloped St. George Place CUP, it replaces a previously demolished building.	This intensity and uses are expected to be comparable to what is permitted in this C-3 district
Complies with all Provisions of Code	See attached plans	Staff will ensure the project complies with all codes at the site plan review process
Compared to Permitted Uses, Mitigates Adverse impacts through:		
Size and Location	Currently St George Place has a 207,800 sq ft building footprint. With the addition of this 2,923 sq ft building the total building footprint will be 210,723 sq ft	The proposal is compliant

Review Criteria		
Regulation	Proposal	Staff Comments
Traffic Generation	No major traffic impacts are expected as the area is zoned for commercial uses.	The proposal is compliant
Utility / Public Infrastructure Demand	A plan for utilities will be provided during the site plan review process.	The infrastructure is existing as this development already existed and this building is replacing a building that was previously demolished.
Emergency Vehicle Access	Access is available from Bluff Street	The proposal is compliant
Off-Street Parking	19 parking spaces will be provided.	12 spaces are required calculated at 1 space per 250 sq ft
Vehicle and Pedestrian Circulation	Please see site plan	The proposal is compliant.
Fencing, Screening, Landscaping	Conceptual landscape plan has been provided.	The proposal is compliant
Usable Open Space	N/A	N/A
Signs and Lighting	A photometric plan was provided.	Photometrics appear to meet code, this will be verified during the site plan review. Any signs will need to be permitted separately.
Compatibility with Surrounding Structures	See the elevations	Staff has no concerns.
Noise, Odors, and Other Factors	No unusual noise, vibrations, odors, steam or other factors of significance are	Staff has no concerns.

Review Criteria		
Regulation	Proposal	Staff Comments
	expected.	
Delivery, loading and unloading operations	Normal commercial deliveries are expected.	Staff has no concerns.
Trash Generation, Screening, & Recycling	This is not shown on the site plan.	This will be required during the Site Plan review process, staff will verify that code requirements are met.
Potential Impacts of Patrons/Employees	Normal commercial operations are expected.	Staff has no concerns
Impacts of the Use on Public Property Adjoining the Site	Normal credit union operations are expected.	Staff has no concerns
Hours of Operation and Delivery	Standard credit union operating hours are expected.	Staff has no concerns
Special Hazards Arising from the Use	There are no anticipated special hazards	Staff has no concerns
Building Mass, Design, & Orientation / Building Façade Articulation	See elevations	Staff has no concerns
Building Colors	See elevations and materials board	Staff has no concerns

The City Council may approve the conditional use permit if it meets the following standards found in Chapter 17 of the adopted zoning regulations (10-17B-4):

Upon review and consideration of the criteria identified in Title 10-17B-1 and 10-17B-3, compared to the impacts of allowed uses in the zone, the proposal shall:

A. Be compatible in use, scale, and design with allowed uses in the zone; and

B. Not compromise the health, safety, or welfare of:

a. Persons employed within or using the proposed development.

b. Those residing or working in the vicinity of the proposed use or development.

- c. Property or improvements in the vicinity of the proposed use or development; or*
- d. Not imposed disproportionate burdens on the citizens of the city.*
- C. The land use authority shall issue a conditional use permit, if the applicant has proposed, or if the land use authority can propose, conditions of approval to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards and criteria herein. The conditional use permit shall describe the scope of the permit, and the conditions of approval.*
- D. If the land use authority determines that the applicant has not proposed, and the land use authority cannot impose additional, reasonable conditions of approval to comply with the standards and criteria herein, the land use authority may deny the conditional use permit application.*

RECOMMENDATION:

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

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial.
4. Table or continue the proposed conditional use permit to a specific date.

POSSIBLE MOTION:

"I move that approve the
Conditional Use Permit for UCCU St George Place, case number 2026-CUP-004, based on the findings listed and the conditions in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed conditional use permit is compatible in use, scale, and design with allowed uses in the zone.
2. The proposed conditional use permit does not compromise the health, safety, or welfare of those residing or working in the vicinity of this proposed use.

EXHIBIT A

Applicant's Narrative

M E M O R A N D U M



wpa-architecture.com

Date: 13 May 2026

To: St George City
61 S Main Street
St. George, Utah 84770
435.627.4000

From: Bruce T. Fallon, AIA, LEED® AP

Project: UCCU St George Place

Project Narrative:

The proposed project is to construct a 2,923 sq. ft., single-story credit union building built in the St. George Place Shopping Center. The shopping center as a whole occupies a 19.89 square foot parcel. A 0.63 acer (27515 square foot) section will be actively developed in this project. The rest will be maintained by the property owner. The street address will be 801 S Bluff St. This branch location is meant to provide office space for employees as well as transaction space for patrons. The building is planned to be constructed with neutral-toned brick and EIFS finishes. A small screen wall on the ground will be built as a mitigating design element to hide utility equipment from the view of the road and parking.

The credit union will maintain landscaping, lighting, and parking areas to minimize impacts on neighboring properties and promote safety. Trash, signage, and general site maintenance will be regularly managed to ensure a clean and professional environment. The site's water, sewer, and electrical needs are consistent with typical small commercial use and can be accommodated by existing municipal infrastructure. Stormwater will be managed on-site using drainage methods compliant with St. George City Standards and retention measures to prevent runoff onto adjacent properties and streets. There will be no monument signs. All signage on the site will be attached directly to the building and canopy structure that will shade two drive-up interactive teller machines.

UCCU typically has branch hours of 9:00 AM to 5:30 PM on weekdays and 9:00 AM to 2:00 PM on Saturdays, with Sundays closed. Offices are also closed on regular holidays. The two drive-up interactive teller machines will be open 24/7, including holidays. The building's maximum occupancy per building code is 39 people, and there will be 19 parking stalls provided. It is anticipated that typical occupancy will be well below these numbers. Drive-up teller machines often see increased use in the evenings. The Teller machines will have a pneumatic tube system that runs underground to the credit union building.

The site plan, as currently proposed, takes into consideration the future expansion of Bluff St. It is anticipated that the existing driveway on the south side will be removed and a new driveway north

of our pad constructed. This work, including the tie-ins, will be completed by the developer of the entire property. It is not anticipated that there will be any interaction with UDOT on this site. This site is also open on all sides. Emergency vehicle access will be maintained with the new building.

As this is a standard office building, it is not anticipated that there will be any noise, vibrations, odors, steam, or other factors that might adversely affect people and property on-site and off-site, nor is it anticipated that there will be any adverse impacts arising from the typical conduct of patrons, guests, employees, occupants, or their affiliates.

EXHIBIT B

Power Point Presentation

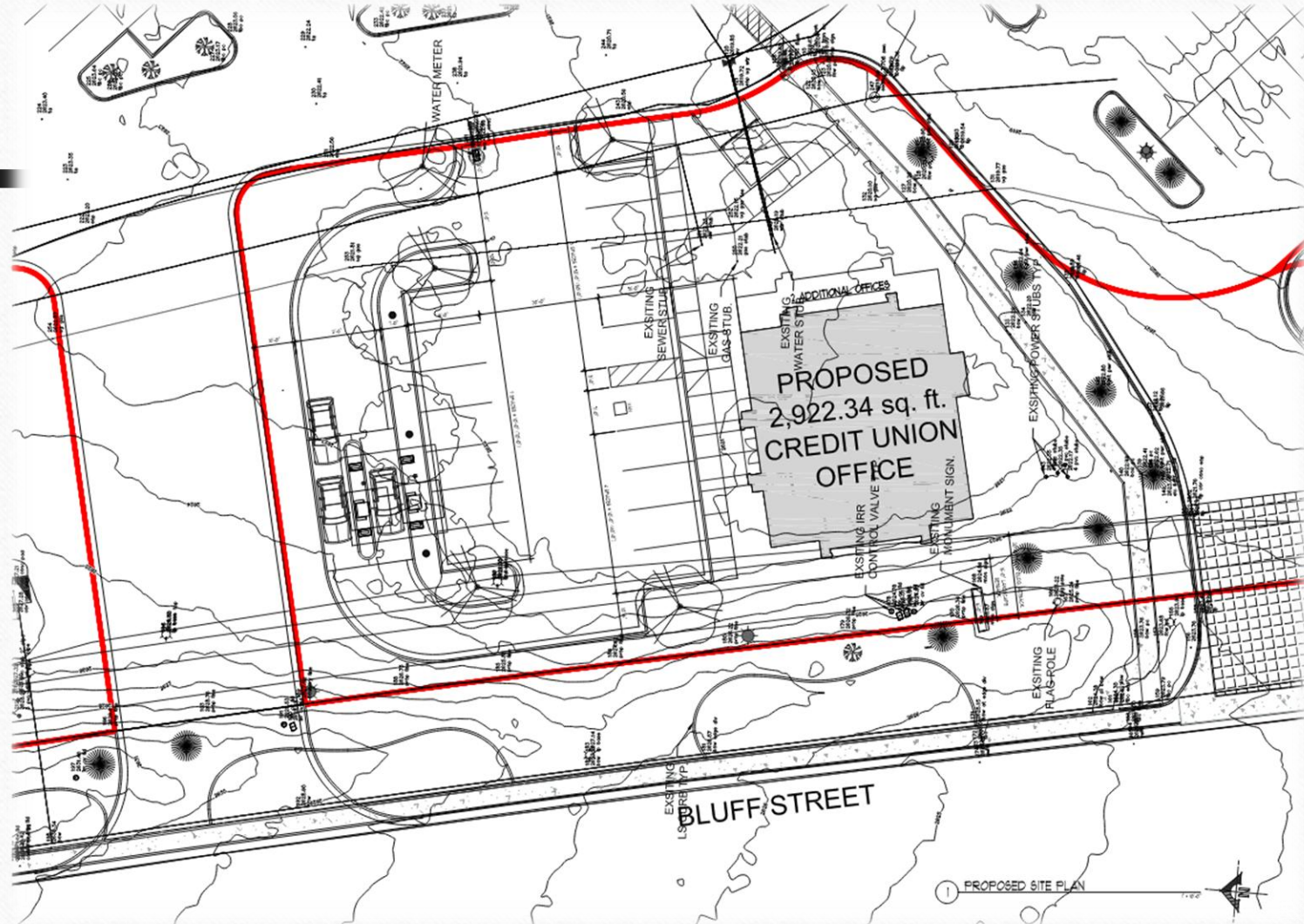


UCCU
St George Place
2026-CUP-004

General Plan

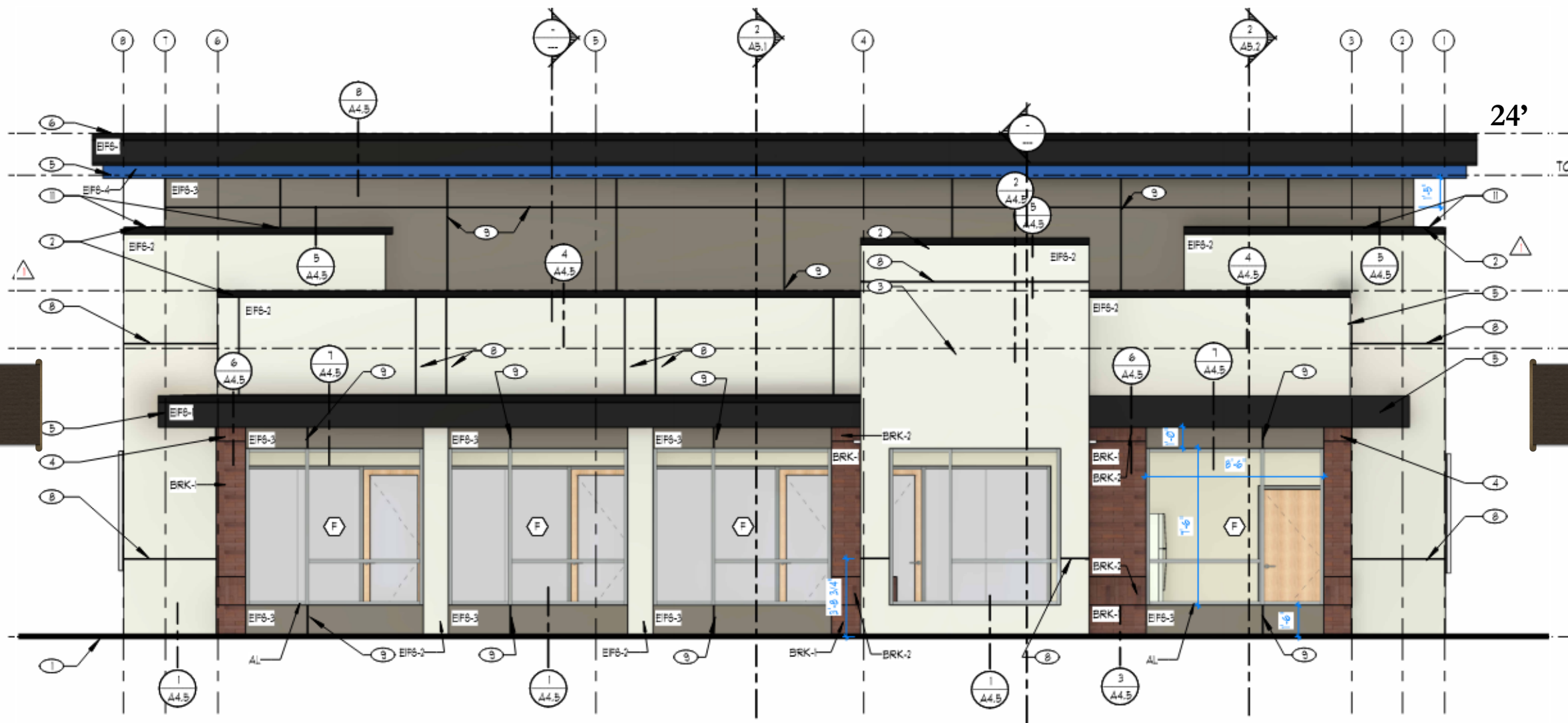


Site Plan



Conceptual Landscape



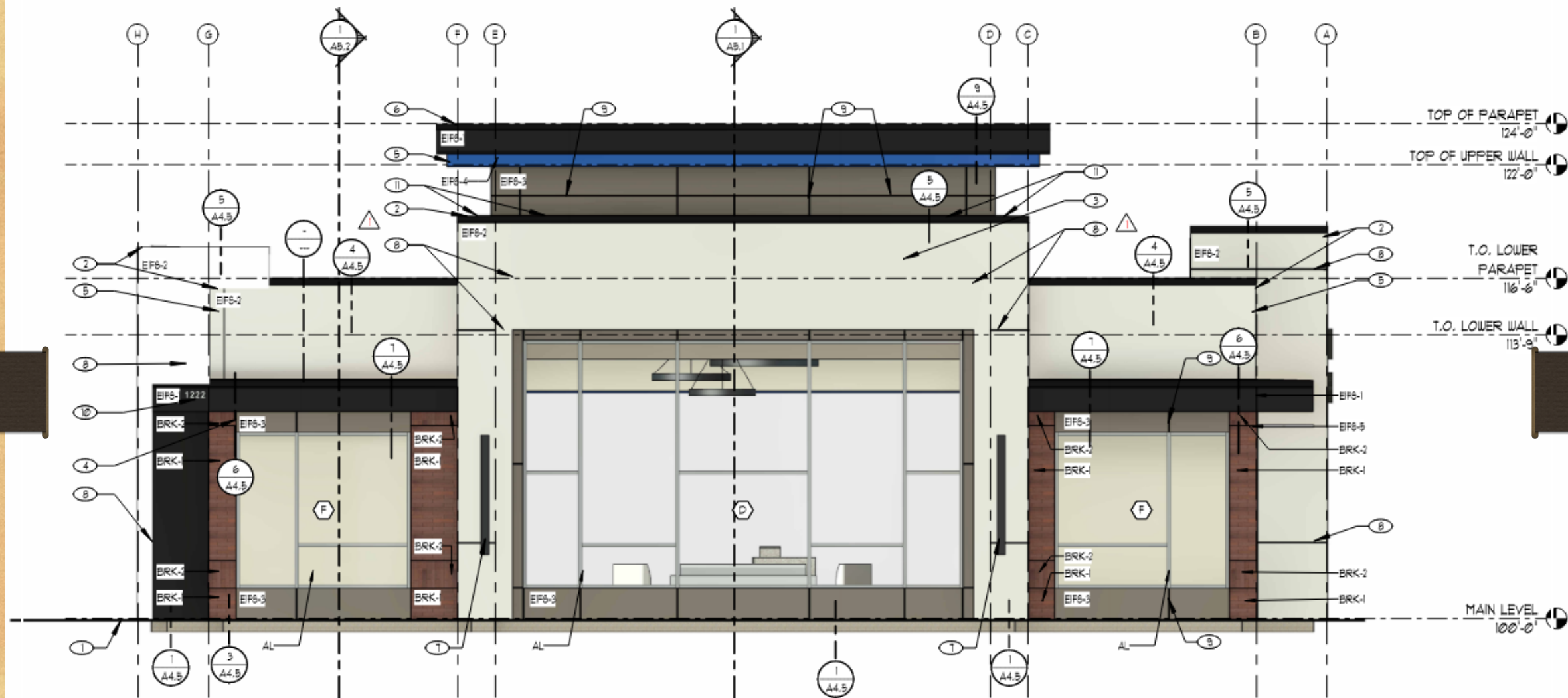


1 NORTH ELEVATION

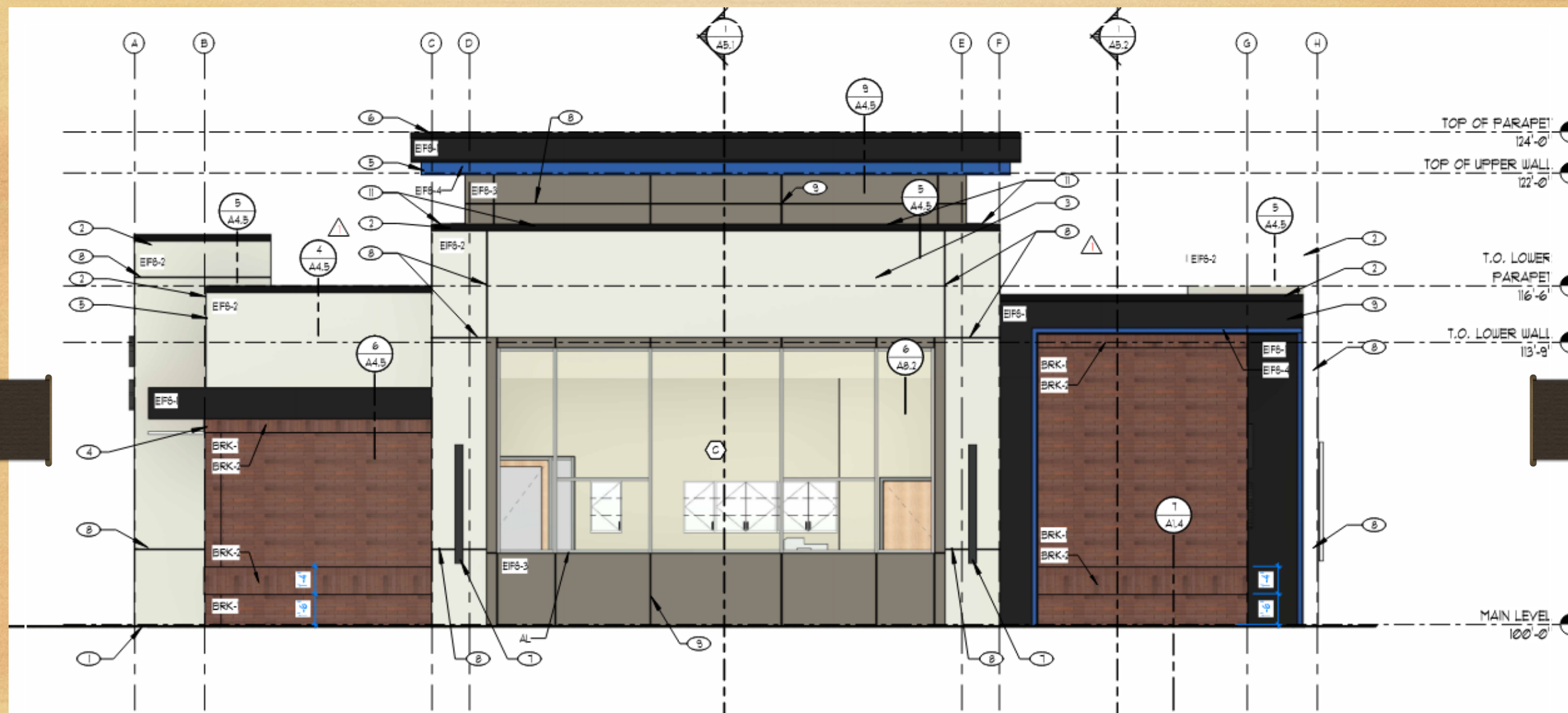
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



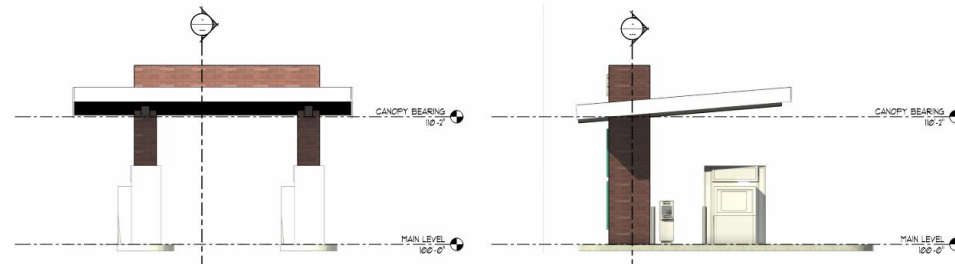
2 WEST ELEVATION

1/4" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

2 SIDE ELEVATION - SIGNAGE
1/8" = 1'-0"

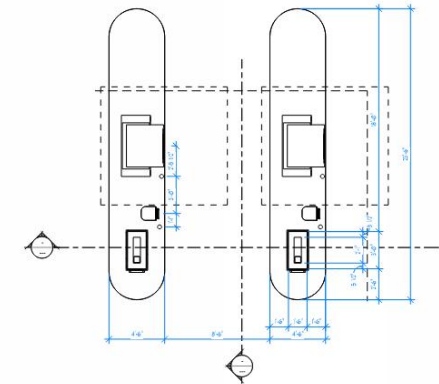


3 REAR ELEVATION
1/8" = 1'-0"

4 SIDE ELEVATION
1/8" = 1'-0"



5 DRIVE-THRU CANOPY 3D VIEW



6 MAIN LEVEL
1/8" = 1'-0"



Materials Board

UCCU St George Place Color & Material Board



1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS IRON ORE (SW 7069)



2 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS HYPER BLUE (SW 6965)



3 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS BACKDROP (SW 7025)



4 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS WORLDLY GRAY (SW 7043)



5 INTERSTATE BRICK WALNUT TEXTURE: SCRATCH



1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS IRON ORE (SW 7069)

2 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS HYPER BLUE (SW 6965)

4 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS WORLDLY GRAY (SW 7043)

1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS IRON ORE (SW 7069)

2 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS HYPER BLUE (SW 6965)

5 INTERSTATE BRICK WALNUT TEXTURE: SCRATCH



1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS BACKDROP (SW 7025)

4 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS WORLDLY GRAY (SW 7043)

1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS IRON ORE (SW 7069)

3 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS BACKDROP (SW 7025)

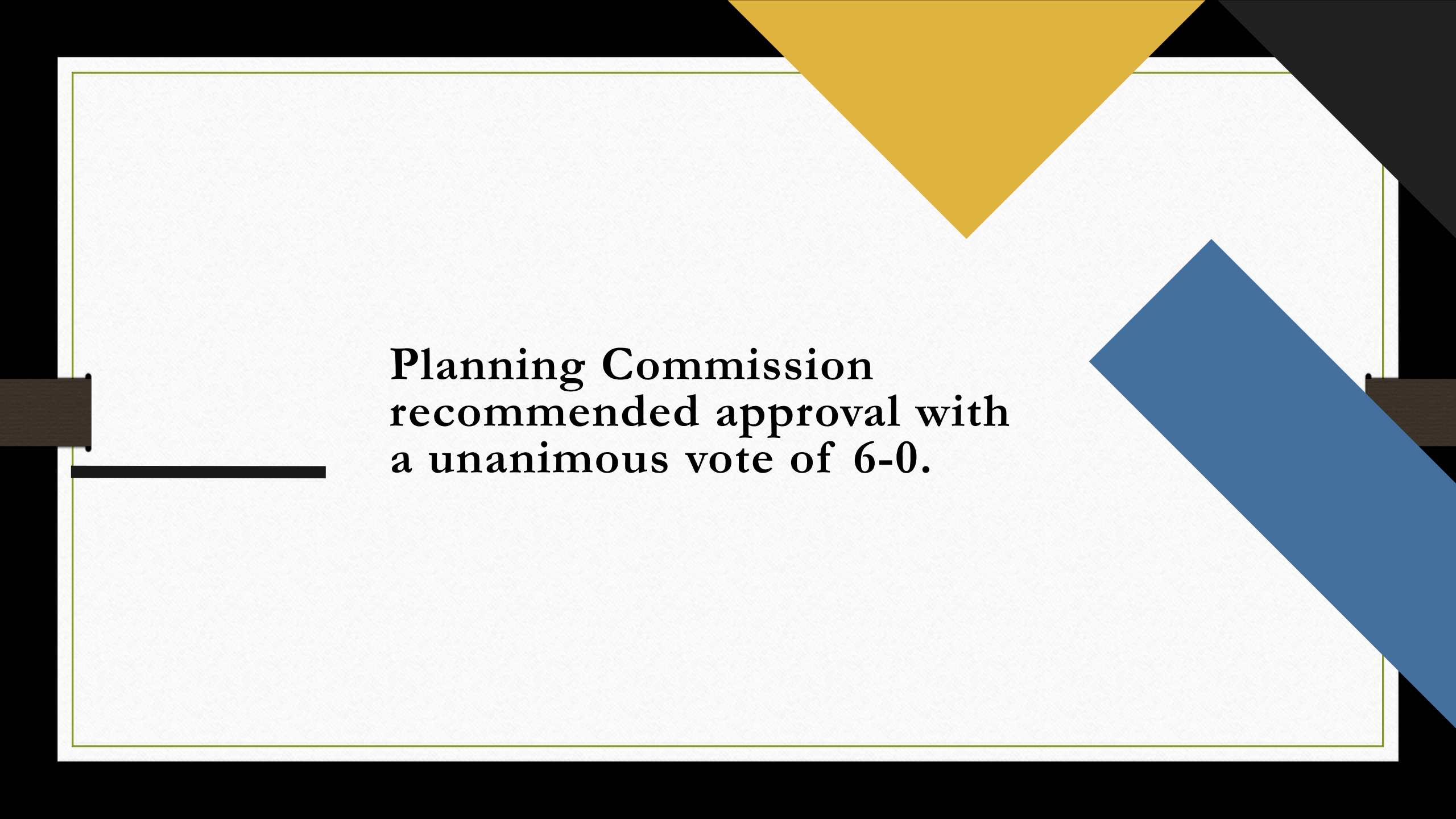
5 INTERSTATE BRICK WALNUT TEXTURE: SCRATCH

1 DRYVIT EXTERIOR INSULATED FINISH SYSTEM PAINTED WITH SHERWIN WILLIAMS BACKDROP (SW 7025)



10000 Blvd, Suite 200 | 360.444.8400 | 800.314.0001 | wpa-architecture.com





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

Agenda Date: 08/06/2026

Agenda Item Number: 06

Subject:

Consider approval of a Conditional Use Permit for a development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately 6.62 acres approximately located south of Southern Parkway and west of Desert Canyons Parkway. (Case No. 2026-CUP-002 - Desert Corner)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Desert Canyons, Curt Gordon

Reference Number: 2026-CUP-002

Address/Location:

South of Southern Pkwy and west of Desert Canyons Pkwy

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

The proposal is for a nine (9) building development with an aggregate ground floor footprint square footage of 20,000 square feet or more on approximately 6.62 acres. At their meeting held on June 23, 2026 the Planning Commission recommended approval with a unanimous vote of 7-0.

Staff Narrative (need/purpose):

This application pertains to a development consisting of nine buildings across 6.62 acres, with a total building area of 37,460 square feet. This proposal includes considerations for elevations, materials, and landscaping. Four building types are proposed as part of the development. The tallest building will have a maximum height of 28 feet, two building types will have a maximum height of 22 feet, and the shortest building type will have a maximum height of 19 feet. The maximum building height permitted within the C-2 zoning district is 50 feet. Two of the nine proposed buildings have already been constructed. Proposed building materials include anodized black aluminum-framed windows, corrugated metal siding with natural rust and red finishes, Hardie Board siding in sunflower and blue colors, red metal caps and fascia, black composite panel siding with silver trim, and multicolored wood accent features. The variety of materials and colors is intended to create visual interest and contribute to the overall architectural character of the development.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

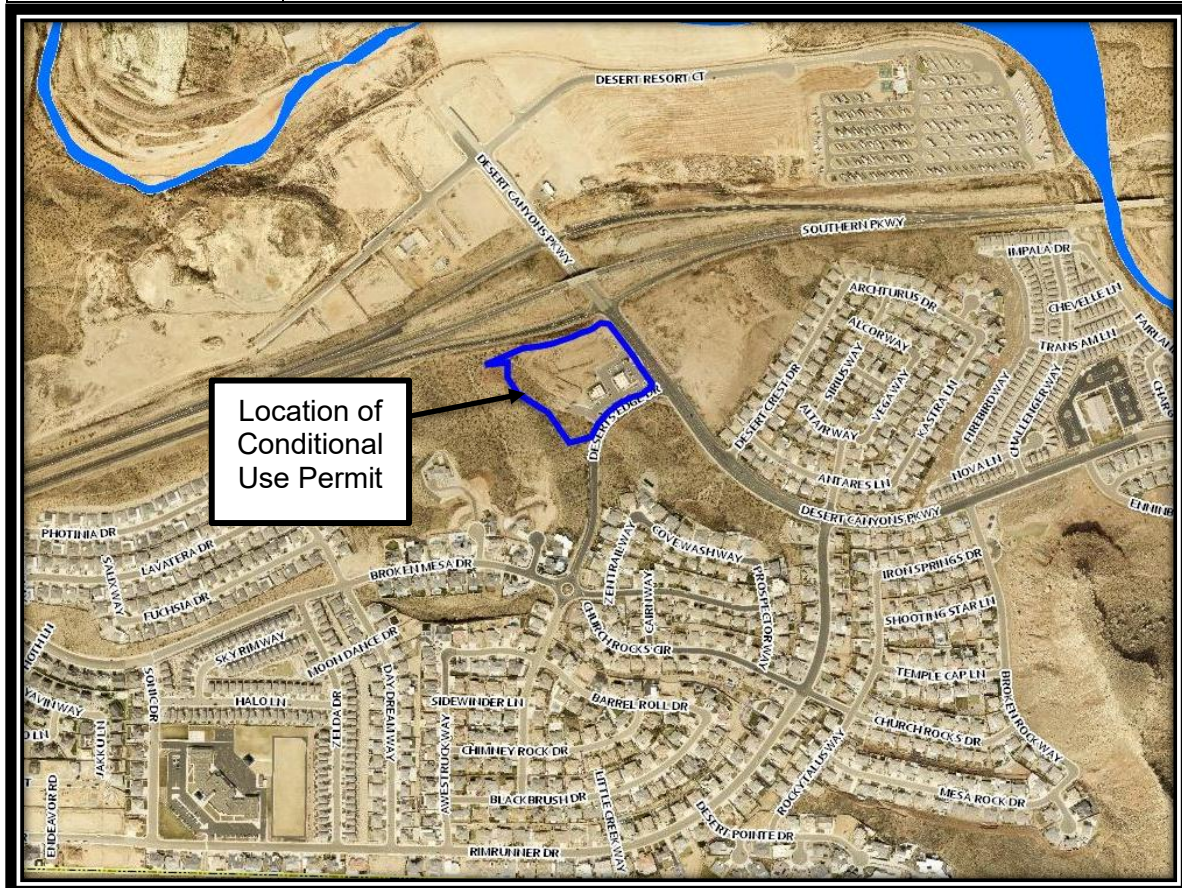
Planning Commission recommended approval with a unanimous vote of 7-0

Attachments

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

06/23/2026
07/16/2026

Desert Corner Conditional Use Permit (Case No. 2026-CUP-002)	
Request:	Consider a conditional use permit for a development with an aggregate ground floor footprint square footage of 20,000 square feet or more.
Applicant:	Desert Canyons Development
Representative:	Curt Gordon
Location:	South of Southern Pkwy and west of Desert Canyons Pkwy
General Plan:	COM (Commercial)
Zoning:	C-2 (General Commercial)
Land Area:	Approximately 6.62 acres



BACKGROUND:

This application pertains to a development consisting of nine buildings across 6.62 acres, with a total building area of 37,460 square feet. This proposal includes considerations for elevations, materials, and landscaping.

Regarding zoning history, 5.64 acres of the subject property were zoned under the Desert Canyons Zone Plan in July 2009. The remaining 0.98 acres in the northeast corner, formerly designated as part of the UDOT right-of-way, were rezoned to C-2 (Highway Commercial) in November 2025. This portion was subsequently included in the Desert Corner Commercial Subdivision Preliminary Plat approved by the Planning Commission in April 2026.

Four building types are proposed as part of the development. The tallest building will have a maximum height of 28 feet, two building types will have a maximum height of 22 feet, and the shortest building type will have a maximum height of 19 feet. The maximum building height permitted within the C-2 zoning district is 50 feet. Two of the nine proposed buildings have already been constructed.

Proposed building materials include anodized black aluminum-framed windows, corrugated metal siding with natural rust and red finishes, Hardie® Board siding in sunflower and blue colors, red metal caps and fascia, black composite panel siding with silver trim, and multicolored wood accent features. The variety of materials and colors is intended to create visual interest and contribute to the overall architectural character of the development.

According to Title 10-17B-9, a development site with a building aggregate ground floor area greater than 20,000 square feet requires a Conditional Use Permit with redevelopment.

A conditional Use Permit requires the following standards (10-17B-3 and 10-17B-9) to be met:

Review Criteria		
Regulation	Proposal	Staff Comments
Maximum Intensity and use	Nine buildings are included in this proposal, two of which are already developed.	This intensity and uses are expected to be comparable to what is permitted in this C-2 district
Complies with all Provisions of Code	See attached plans	Staff will ensure the project complies with all codes at the site plan review process
Compared to Permitted Uses, Mitigates Adverse impacts through:		

Review Criteria		
Regulation	Proposal	Staff Comments
Size and Location	Total building area will be 37,460 sq ft in a C-2 district	The proposal is compliant
Traffic Generation	No major traffic impacts are expected as the area is zoned for commercial uses.	The proposal is compliant
Utility / Public Infrastructure Demand	A plan for utilities will be provided during the site plan review process.	City infrastructure is sufficient to handle this increased demand
Emergency Vehicle Access	Access is available off Desert Canyons Parkway and Desert Edge Drive.	The proposal is compliant
Off-Street Parking	198 parking spaces will be provided.	167 spaces are required. The assumed uses are restaurant, retail and office space.
Vehicle and Pedestrian Circulation	Please see site plan	The vehicle circulation plan is sufficient. Pedestrian circulation will be reviewed during site and building plan reviews.
Fencing, Screening, Landscaping	Conceptual landscape plan has been provided.	The landscaping will be required to meet the regulations. Staff will confirm during the site plan process.
Usable Open Space	N/A	N/A
Signs and Lighting	No information was provided.	The lighting plan will be required to meet regulations and will be reviewed during the site plan review process. The signs need to apply for sign and building permits and will be reviewed at that time.
Compatibility with Surrounding Structures	See the elevations	Two buildings in this development have been constructed. The following buildings will match the existing buildings.
Noise, Odors, and Other Factors	No unusual noise, vibrations, odors,	Staff has no concerns.

Review Criteria		
Regulation	Proposal	Staff Comments
	steam or other factors of significance are expected.	
Delivery, loading and unloading operations	Normal commercial deliveries are expected.	Staff has no concerns.
Trash Generation, Screening, & Recycling	Proposal is typical of a commercial site plan.	Staff has no concerns; this will be reviewed in detail during the site plan review process.
Potential Impacts of Patrons/Employees	Normal commercial operations are expected.	Staff has no concerns
Impacts of the Use on Public Property Adjoining the Site	Normal commercial operations are expected.	Staff has no concerns
Hours of Operation and Delivery	Standard operating hours are expected.	Staff has no concerns
Special Hazards Arising from the Use	There are no anticipated special hazards	Staff has no concerns
Building Mass, Design, & Orientation / Building Façade Articulation	See elevations	Staff has no concerns
Building Colors	See elevations and materials board	Staff has no concerns

The City Council may approve the conditional use permit if it meets the following standards found in Chapter 17 of the adopted zoning regulations (10-17B-4):

Upon review and consideration of the criteria identified in Title 10-17B-1 and 10-17B-3, compared to the impacts of allowed uses in the zone, the proposal shall:

A. Be compatible in use, scale, and design with allowed uses in the zone; and

B. Not compromise the health, safety, or welfare of:

a. Persons employed within or using the proposed development.

- b. Those residing or working in the vicinity of the proposed use or development.*
 - c. Property or improvements in the vicinity of the proposed use or development; or*
 - d. Not imposed disproportionate burdens on the citizens of the city.*
- C. The land use authority shall issue a conditional use permit, if the applicant has proposed, or if the land use authority can propose, conditions of approval to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards and criteria herein. The conditional use permit shall describe the scope of the permit, and the conditions of approval.*
- D. If the land use authority determines that the applicant has not proposed, and the land use authority cannot impose additional, reasonable conditions of approval to comply with the standards and criteria herein, the land use authority may deny the conditional use permit application.*

RECOMMENDATION:

The Planning Commission forwarded a positive recommendation with a 7-0 unanimous vote.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial.
4. Table or continue the proposed conditional use permit to a specific date.

POSSIBLE MOTION:

"I move that we approve the Conditional Use Permit for Desert Corner, case number 2026-CUP-002, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed conditional use permit is compatible in use, scale, and design with allowed uses in the zone.
2. The proposed conditional use permit does not compromise the health, safety, or welfare of those residing or working in the vicinity of this proposed use.

EXHIBIT A

Applicant's Narrative

Desert Corner SW – Zone Change Application Narrative

Desert Corner is a 6.56-acre property located at the southwest quadrant of the Southern Parkway interchange #6 at Desert Canyons. The parcel is zoned C-2 and has preliminary plat approval for the configuration shown on (**Exhibit A**). The current General Plan designation is PD reflecting that the Desert Canyons Master Plan land use designations.

Purpose

The C-2 zone requires a conditional use permit for proposed floor areas over 20,000 s.f. Desert Corner proposed floor area is 37,450 s.f. and therefore requires a conditional use permit application which we are seeking with this application.

Design

The proposed development consists of 9 buildings 2 of which are existing. We anticipate that the uses of the buildings will be neighborhood commercial. The architecture will be consistent with the two existing buildings (see attached elevations). The site is bounded on the north by the Southern Parkway, on the east by Desert Canyons Parkway, on the South by Deserts Edge Drive, and on the west by Open Space. The site is separated from residential areas by open space buffers.

Site access is off desert canyons parkway and Deserts Edge Drive. All utilities are in place to service the site.

Parking is provided in excess of the proportional requirement.

Development Standards

The development will meet all standards as follows:

- A. Noise: No noise other than typical motor vehicle traffic and recreational noise is planned.

- B. Dust: All roads will be paved, and disturbed areas will be rocked or landscaped to eliminate dust issues.
- C. Odors: Consistent with C-2 uses.
- D. Aesthetics: Architectural guidelines are provided in the CC&R's, all City of St. George Landscape standards will be followed.
- E. Safety: No unusual traffic is planned which would create unsafe conditions.
- F. Traffic: The Desert Canyons Master Plan traffic study contemplates and accommodates the level of development shown on the attached plan.
- G. Density: Current zoning for the site is C-2.
- H. Height: Not to exceed 35 feet.
- I. Hours of Operation: Hours of operation will be normal business hours.
- J. Character and purpose of Zone: The development will be consistent with the purpose of a C-2.
- K. Public Health: All sanitation and solid waste disposal measures will follow applicable codes.

Phasing: The current phasing plan consists of 3 phases as shown on the preliminary plat phasing plan.

EXHIBIT B
Power Point Presentation



Desert Corner Conditional Use Permit

2026-CUP-002

Location

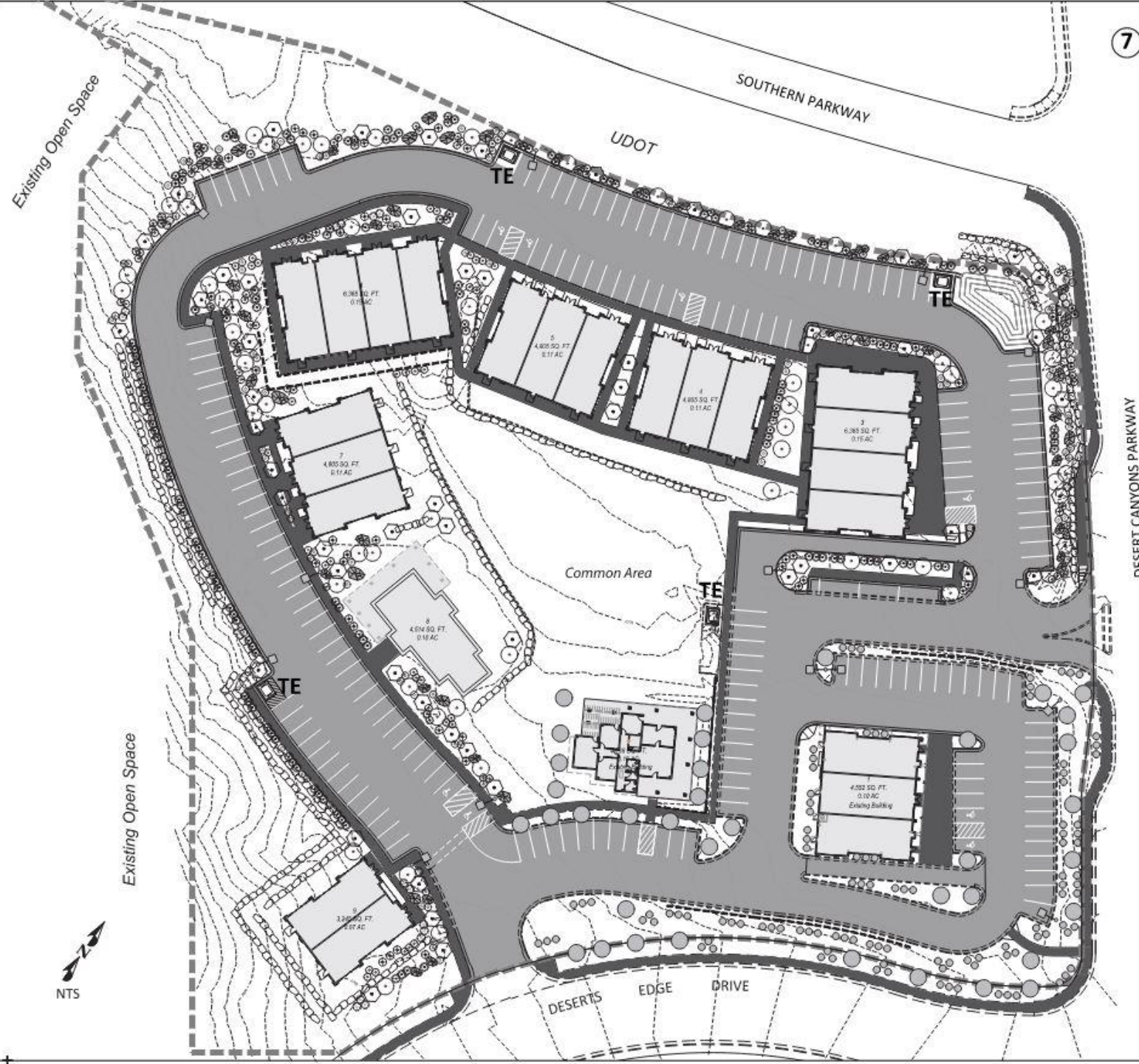


General Plan



Zoning





Site Data:

Site Area: 6.62 acres

Total Building Area: 37,460 s.f.

Total Parking Spaces Required: 167

Parking Provided: 198 Spaces

Handicap Spaces Req: 6 Spaces

Handicap Spaces Provided: 8 Spaces

Landscape Area: 11,238 s.f.

Landscape Area: 30%

Zone: C-2

Legend:

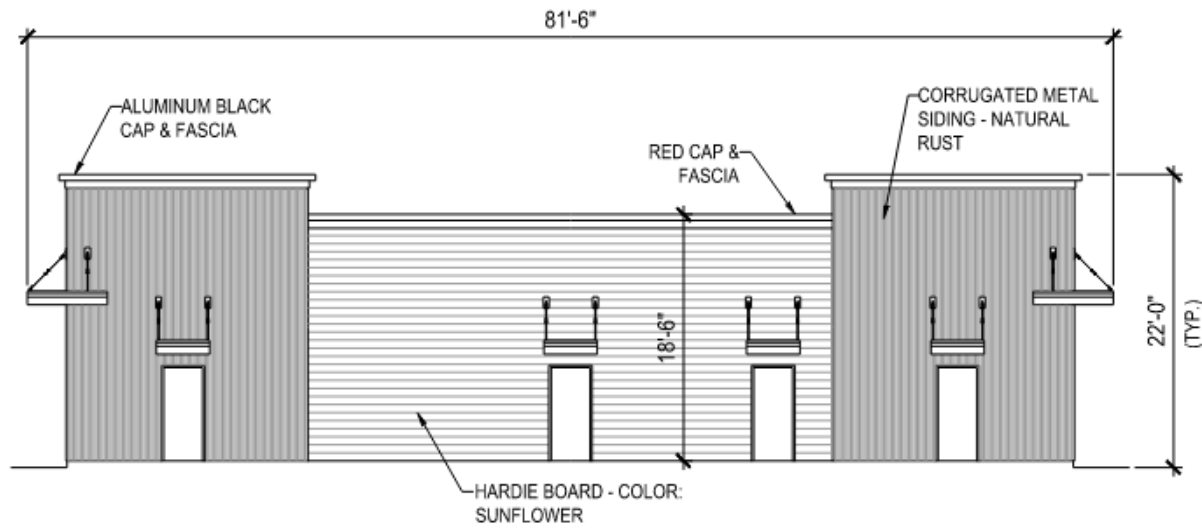
 TE Screened Trash Enclosures (4)

 Sidewalks

 Pole Light

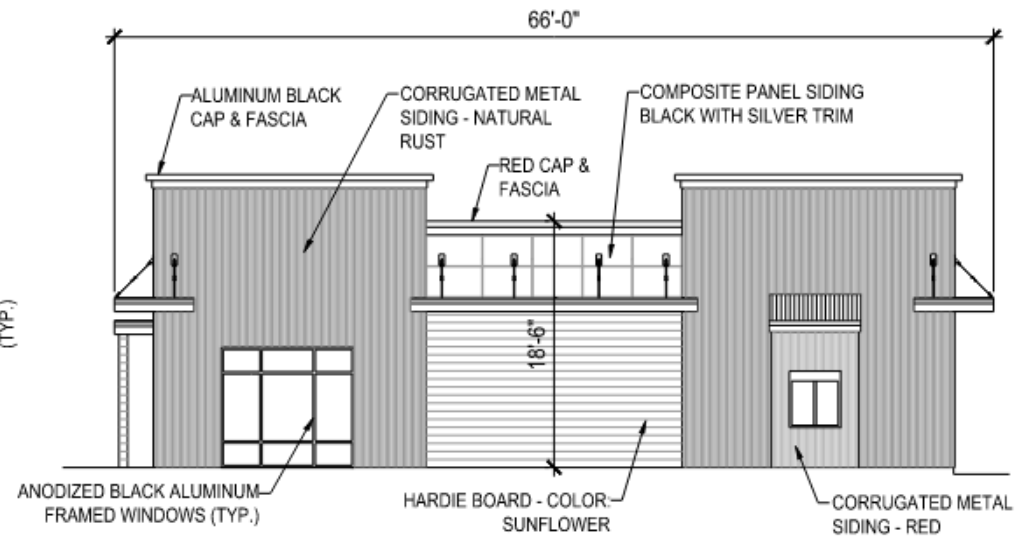
 Parking Lot & Spaces

 Existing Landscape



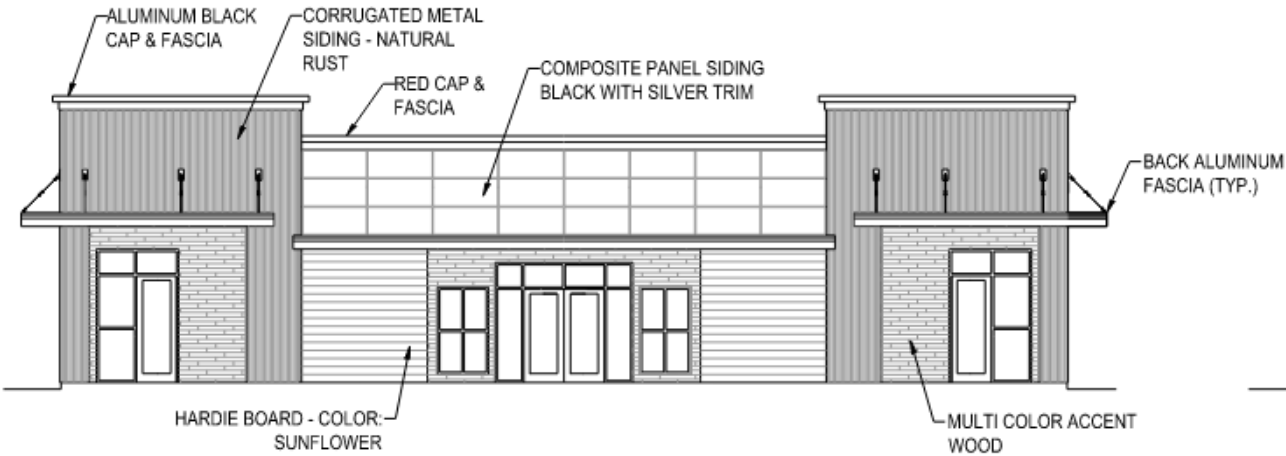
WEST ELEVATION

3/32" = 1' - 0"



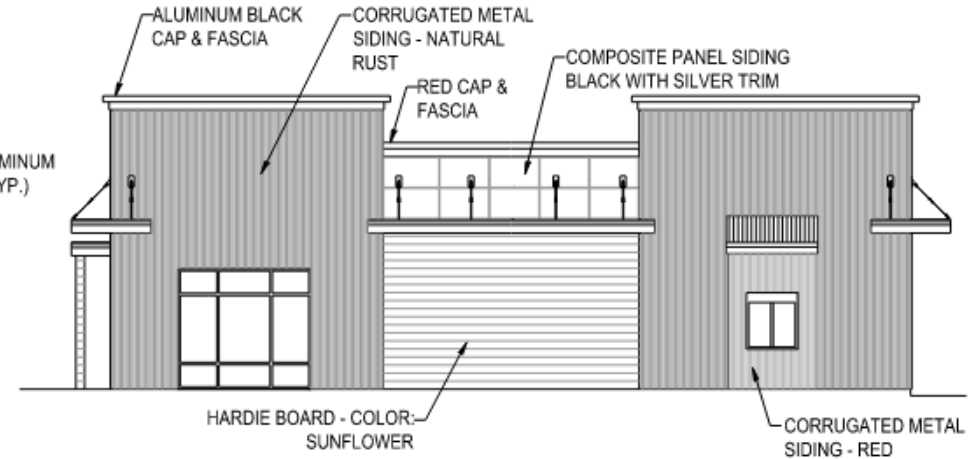
SOUTH ELEVATION

3/32" = 1' - 0"



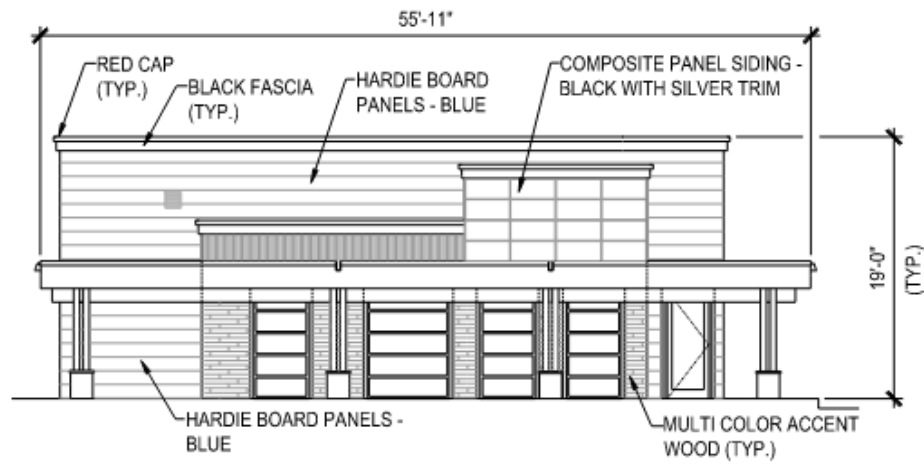
EAST ELEVATION

3/32" = 1' - 0"



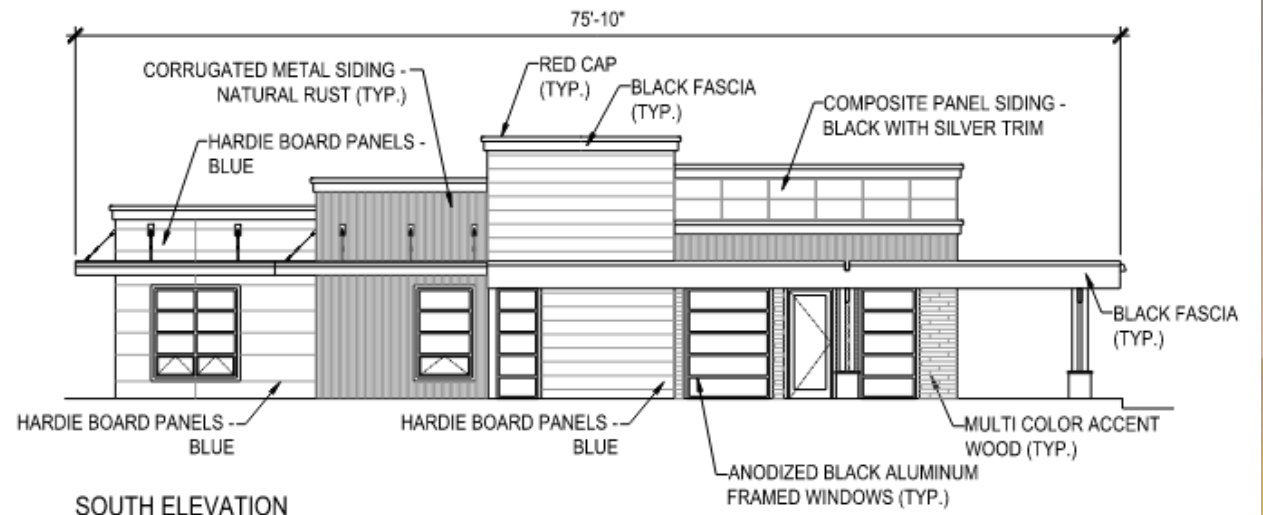
NORTH ELEVATION

3/32" = 1' - 0"



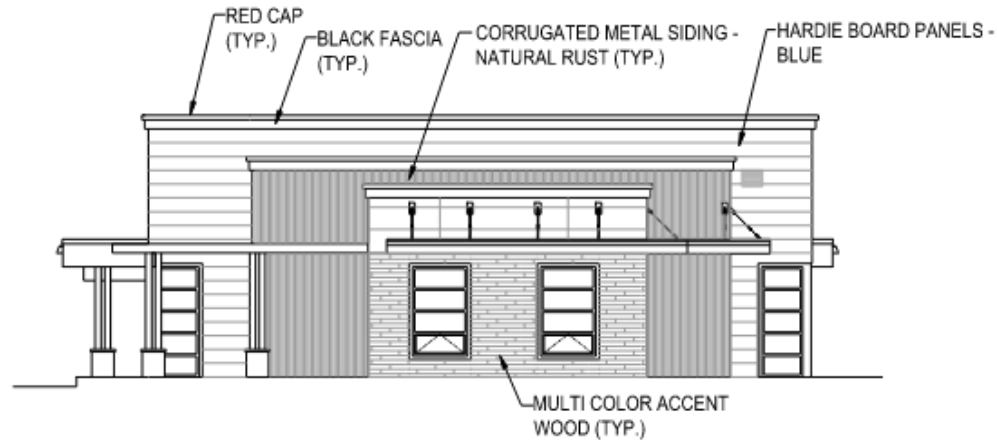
EAST ELEVATION

3/32" = 1' - 0"



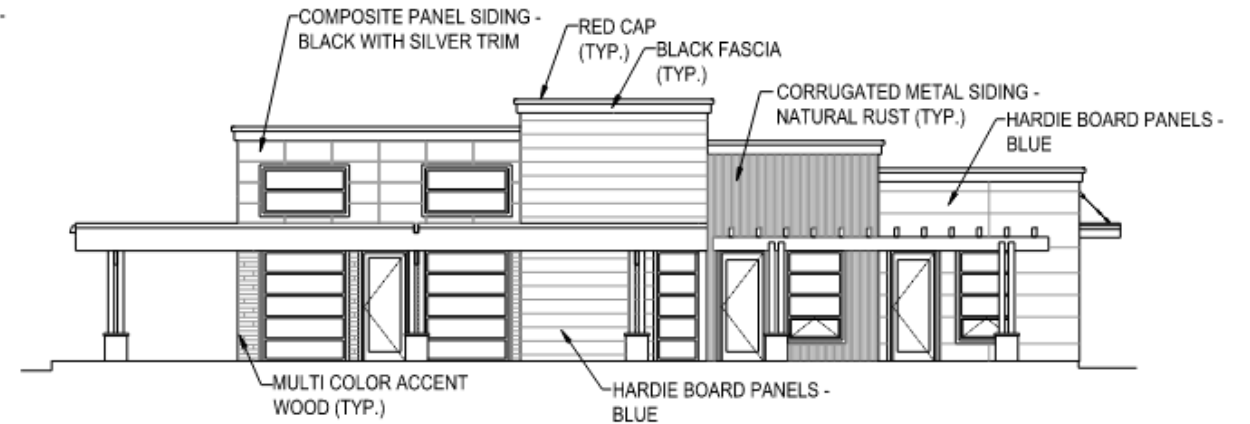
SOUTH ELEVATION

3/32" = 1' - 0"



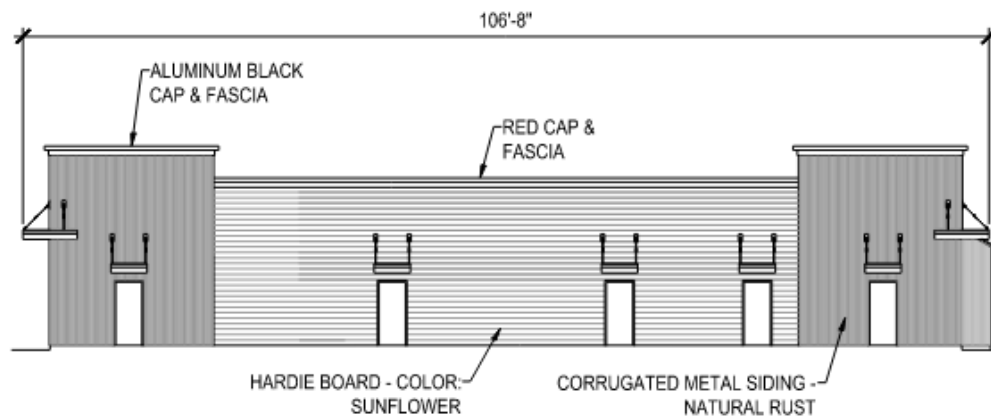
WEST ELEVATION

3/32" = 1' - 0"



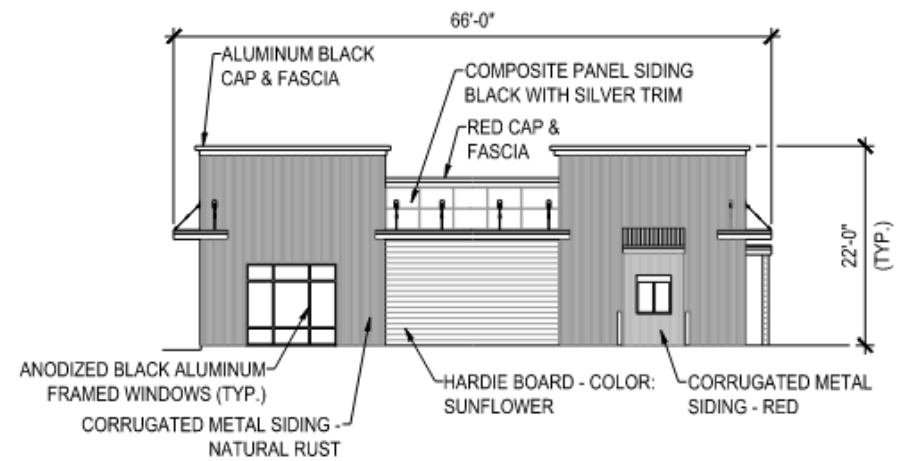
NORTH ELEVATION

3/32" = 1' - 0"



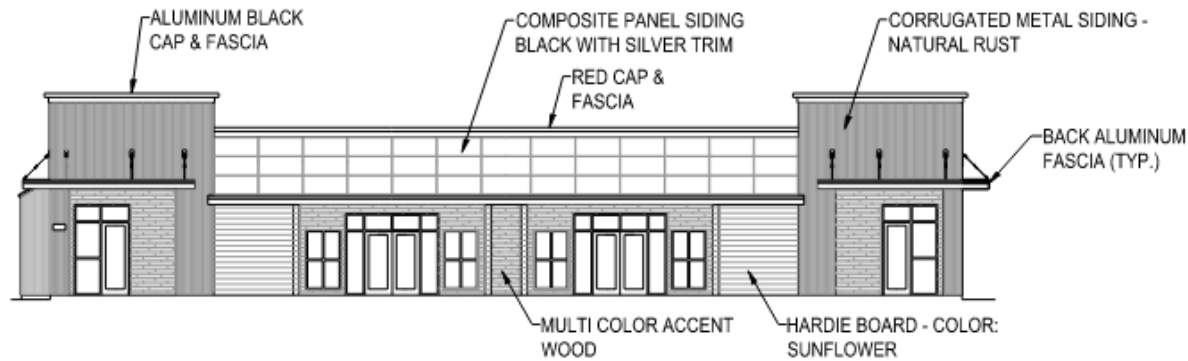
WEST ELEVATION

1/16" = 1' - 0"



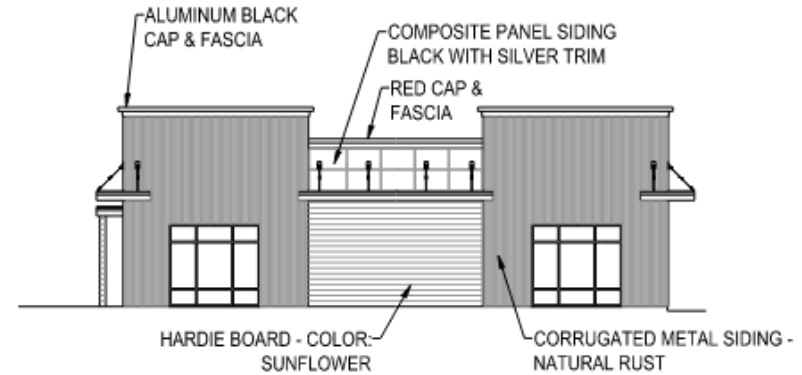
SOUTH ELEVATION

1/16" = 1' - 0"



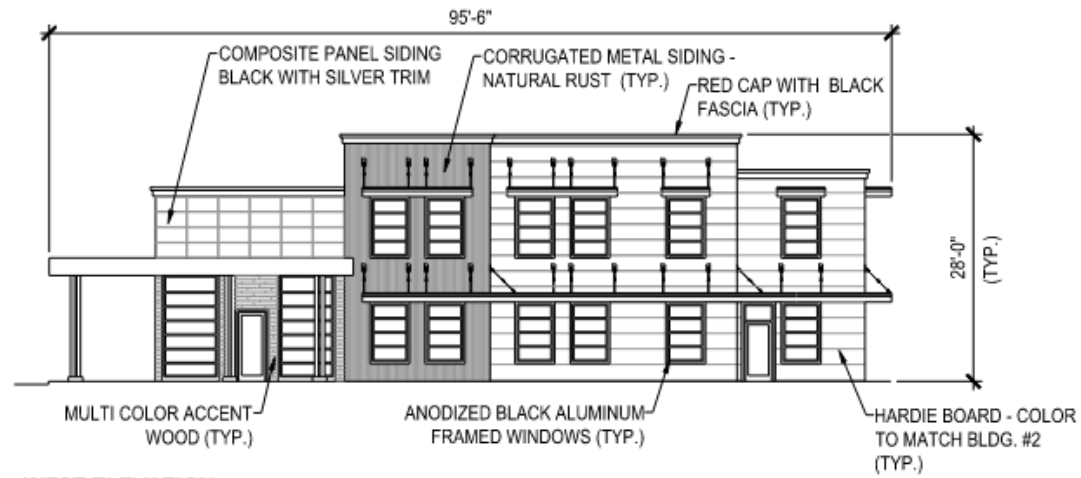
EAST ELEVATION

1/16" = 1' - 0"



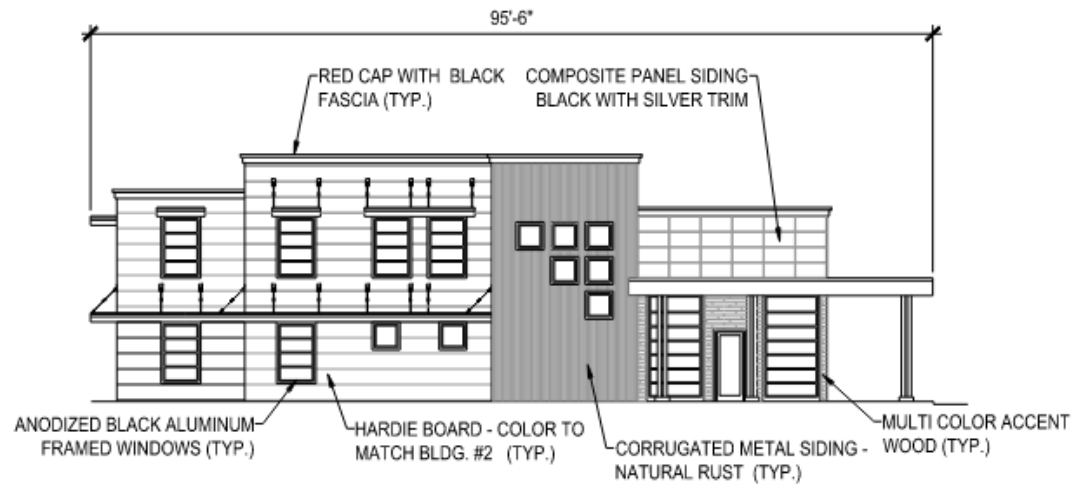
NORTH ELEVATION

1/16" = 1' - 0"



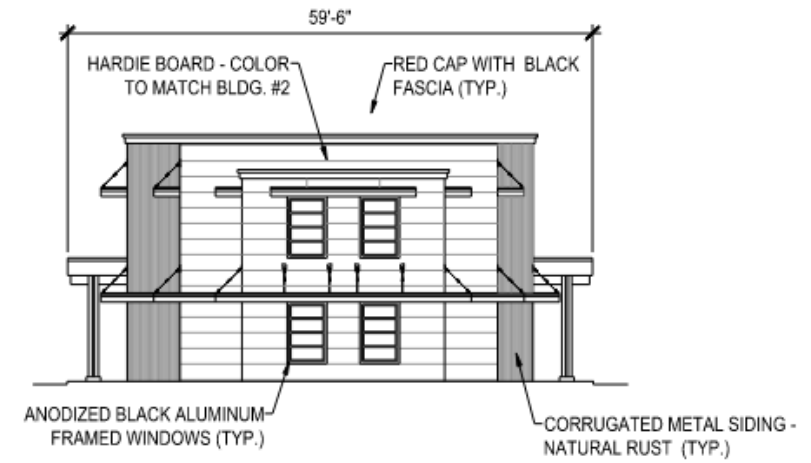
WEST ELEVATION

1/16" = 1' - 0"



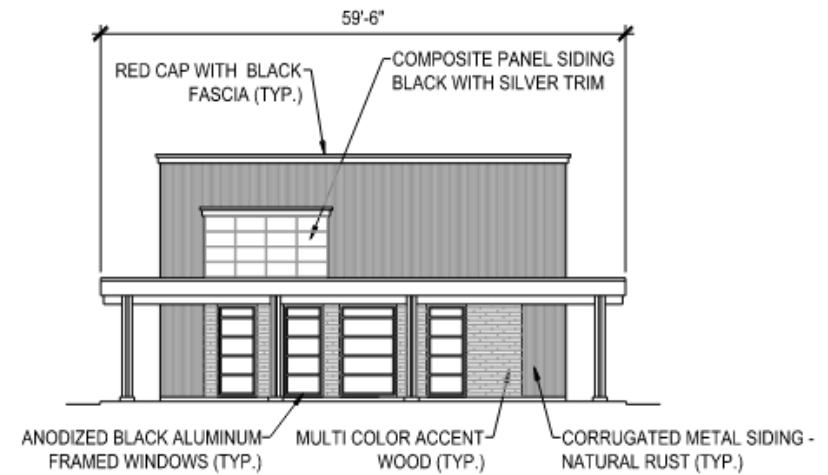
EAST ELEVATION

1/16" = 1' - 0"



SOUTH ELEVATION

1/16" = 1' - 0"



NORTH ELEVATION

1/16" = 1' - 0"

BLDG #1 (EAST)



ELEVATION A - A

1/16" = 1' - 0"

BLDG #3 (EAST)



FF ELEV
2759.58

BLDG #3 (NORTH)



FF ELEV
2759.58

BLDG #4 (NORTH)



FF ELEV
2760.20

BLDG #5 (NORTH)



FF ELEV
2761.02

BLDG #6 (NORTH)



FF ELEV
2764.58

ELEVATION B - B

5/64" = 1' - 0"

BLDG #8 (WEST)

BLDG #7 (WEST)

BLDG #6 (WEST)



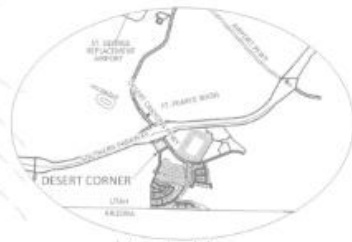
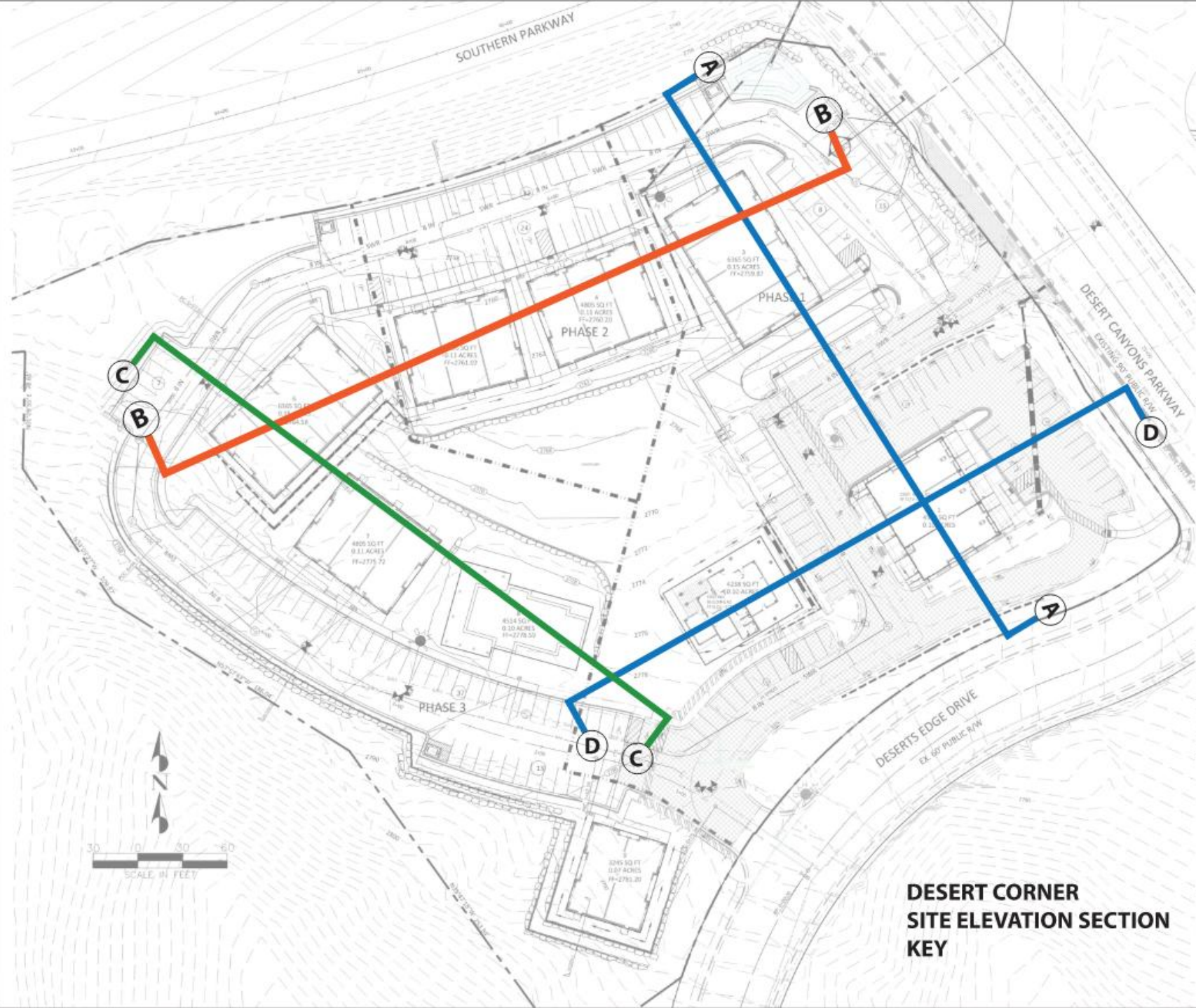
ELEVATION C - C
5/64" = 1' - 0"

BLDG #2 (SOUTH)

BLDG #1 (SOUTH)



ELEVATION D - D
5/64" = 1' - 0"



Vicinity Map
UTAH
ARIZONA

SITE DATA:

SITE AREA: 6.62 ACRES
TOTAL BUILDING AREA: 87,460 SF
TOTAL PARKING SPACES REQUIRED:
ASSUME RESTAURANT/ICE RETAIL MIX
= 187 SPACES
PARKING PROVIDED: 158 SPACES
HANDICAP SPACES REQD: 9 SPACES
HANDICAP SPACES PROVIDED: 9 SPACES
LANDSCAPE AREA: 11,236 SF
% LANDSCAPE AREA: 30%

NOTES:

1. PRIVATE (BUT SIMPLY) PARCELS AS SHOWN HEREON.
ALL OTHER AREA OUTSIDE OF PUBLIC RIGHTS-OF-WAY
SHALL BE COMMON AREA.
2. ALL COMMON AREA SHALL INCLUDE DRIVEWAY AND
PARKING EASEMENTS, UTILITY EASEMENTS, AND
LANDSCAPE EASEMENTS.

LEGEND

- PROPOSED CATCH BASIN
- PROPOSED SEWER MANHOLE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING WATER VALVE
- PROPOSED 12" WATER METER
- ATLAS LIGHTING, SUPPLEMENTED BY SMD LED
LIGHT FIXTURE W/ 25' MOUNTING POLE
- PROPOSED TRANSFORMER (SIZE AS NOTED)
- SECONDARY POWER PED.
- EXISTING SECONDARY POWER PED.
- EXISTING STREET LIGHTS, HIGH MAST OR
DECORATIVE
- 4-WAY VOLT
- PAD MOUNT SWITCH GEAR
- RIGHT OF WAY LINE
- ROAD CENTERLINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED SEWER LINE (SIZE AS NOTED)
- EXISTING SEWER LINE (SIZE AS NOTED)
- PROPOSED WATER LINE (SIZE AS NOTED)
- EXISTING WATER LINE (SIZE AS NOTED)
- PROPOSED POWER LINE (PHASE AS NOTED)
- PROPOSED SECONDARY POWER LINE
- PROPOSED STORM DRAIN LINE
- EXISTING STORM DRAIN LINE
- CENTERLINE
- PROPERTY LINE
- EXIST. CURB AND GUTTER
- PROPOSED CURB & GUTTER
- EXISTING CONTOUR LINE
- FINISH CONTOUR LINE
- RETAINING WALL
- ROCKERY WALL/GEOMETRIC WALL
- SITE BOUNDARY
- PHASE BOUNDARY



OFFICE BUILDING FRONT ELEVATION



COMMERCIAL BUILDING FRONT ELEVATION



OFFICE BUILDING REAR ELEVATION



COMMERCIAL BUILDING SIDE ELEVATION

DESERT CORNER

Black Fascia, Caps, Trim & Composite Panel Color



Rusted Metal Siding



Hardie Board Siding (Slats)



Hardie Board Siding (Panels)



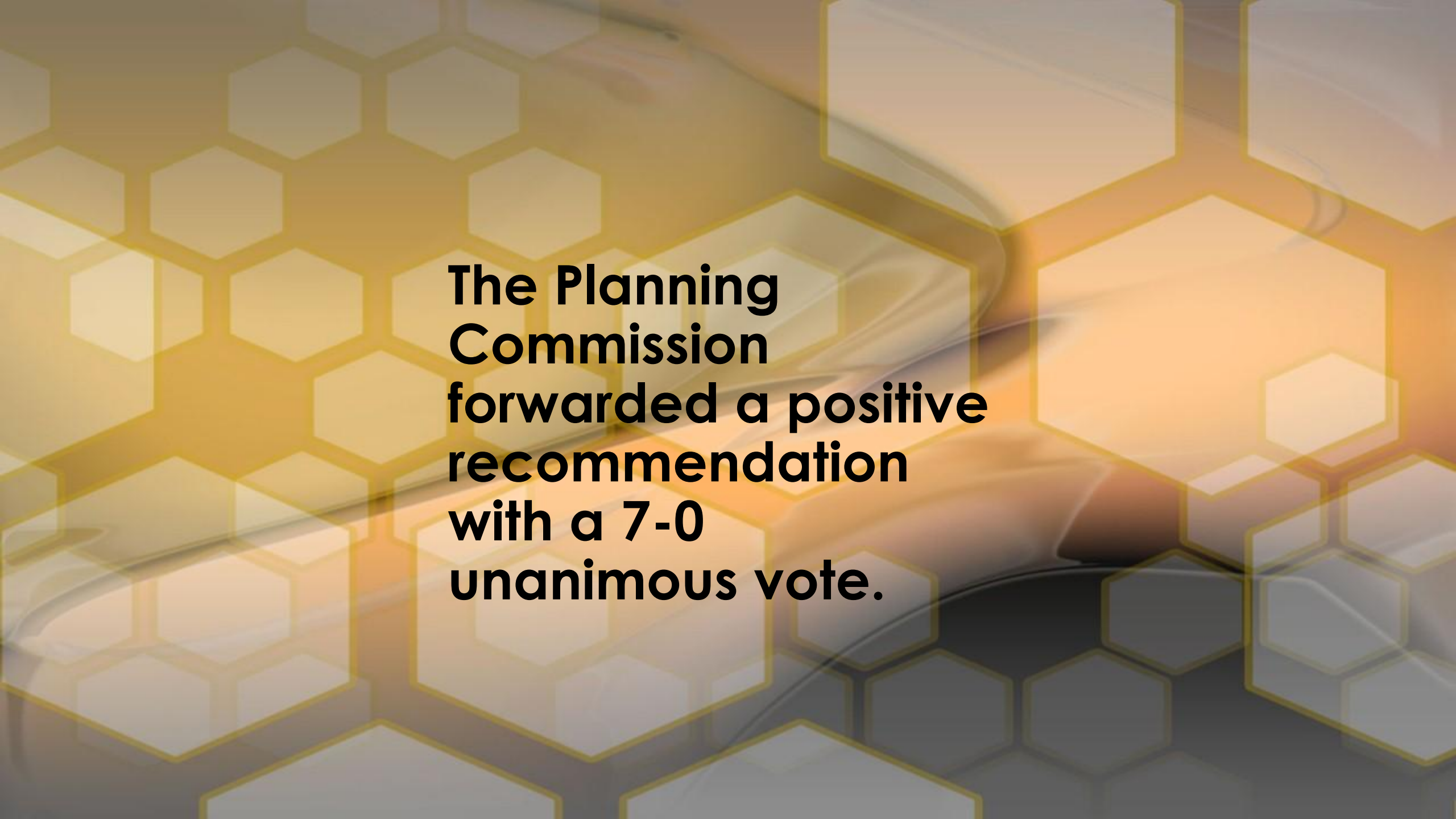
Red Caps & Trim Color



Multi Color Accent Boards



Materials Board



**The Planning
Commission
forwarded a positive
recommendation
with a 7-0
unanimous vote.**



Agenda Date: 08/06/2026

Agenda Item Number: 07

Subject:

Consider approval of Ordinance No. 2026-057 amending the City's General Plan by changing the general plan from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres generally located north of 2450 South and West of 3210 East. (Case No. 2026-GPA-009 - 2450 South Sullivan Commercial)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Bob Hermandson, Bush & Gudgeall

Reference Number: 2026-GPA-009

Address/Location:

Generally located north of 2450 South and west of 3210 East.

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

The applicant is requesting a change of general plan designation from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres. At their meeting held on July 14, 2026, the Planning Commission held a public hearing, and recommends approval with a 5-0 vote and no conditions; there were no public comments made at the hearing.

Staff Narrative (need/purpose):

This is a piece of a larger property that extends from 3210 East to 3000 East. The property owner is hoping to extend the commercial designation on the west side of the property to include this area. On July 2, 2026, an ordinance was approved by the City Council to change the zone designation east of this area to RE-20 (Residential Estates, 20,000 sq ft minimum lot size) to help create a buffer between this proposed commercial and the larger A-1 (Agriculture, one acre minimum lot size) lots east of 3210 East.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 14, 2026, the Planning Commission held a public hearing to consider the requested general plan amendment. After receiving no public comment, the Planning Commission recommended approval with a 5-0 vote and no conditions.

Attachments



General Plan Amendment

07/14/2026
08/06/2026

An aerial photograph of a residential neighborhood. A specific lot is highlighted with a blue rectangular border. The lot is situated between Talia Dr to the north and 2490 S St to the south. To the west of the lot is a large, undeveloped area, and to the east is a residential street with several houses. The map includes street names: 2220 S St, 2290 S St, 2490 S St, Talia Dr, and Ashbury Dr. The lot in question is located between Talia Dr and 2490 S St, and between an unnamed street to the west and 2490 S St to the east. The lot appears to be a mix of dirt and sparse vegetation.

BACKGROUND:

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. Currently, the property is designated AE (Agricultural Estates), which is intended for areas transitioning from agricultural uses to very low-density residential development while maintaining a rural or agricultural character. The applicant also owns the commercially designated property immediately to the west, which has carried a commercial General Plan designation for nearly 20 years. The proposed amendment would extend that commercial designation eastward to include the subject property. As with other General Plan land use designations, these boundaries are conceptual in nature and may be adjusted to accommodate logical development patterns.

The property is currently zoned A-1 (Agricultural, one acre minimum). Changing the General Plan is intended to pave the way for a future zone change. The subject property is easily recognized as the property with the radio towers located on site. The towers have been in place for many years but are expected to be removed as the property develops.

The proposed General Plan Amendment from AE (Agricultural Estates) to COM (Commercial) would likely increase water demand compared to the property's current condition, as the site has not been actively used for agricultural purposes in recent years. However, the existing radio towers are scheduled to be removed this summer, allowing the property to reasonably return to agricultural production under its current General Plan designation. Agricultural uses typically require significant irrigation water to sustain crops or pasture, whereas commercial is generally characterized by substantially lower outdoor irrigation demands and more efficient indoor water use through modern plumbing fixtures and water conservation standards. As a result, commercial development is expected to consume less water than full agricultural production that could otherwise occur on the property.

RECOMMENDATION:

The Planning Commission held a public hearing on July 14, 2026, and recommended approval of the General Plan Amendment with a 5-0 vote and no conditions. There were no comments made at the public hearing.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the 2450 S Sullivan Commercial General Plan Amendment, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed General Plan Amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
2. Recent improvements to 3000 East have increased roadway capacity and improved access to and from the property, making the proposed commercial designation more appropriate.
3. The proposed project will not negatively impact the health, stability, and/or formation of families within the City.
4. Commercial development generally requires substantially less irrigation water than agricultural production and incorporates modern water-efficient landscaping and plumbing fixtures that reduce overall water consumption.

Exhibit A
Applicant's Narrative



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

June 23, 2026

St George City
Planning and Zoning Department
61 S Main St
St George, UT

Re: Sullivan Commercial GPA

To whom it may concern:

We are submitting this General Plan Amendment application to change the designation of a portion of parcel SG-5-3-3-212 in St. George. This land is located midway (East-west) across the parcel, with existing land use designations of COM to the west and AE to the east. The parcel fronts 2450 S and runs from 3000 E to 3210 E. The total area of this amendment is 8.48 acres +/- . The General Plan designation for this area is currently AE. We are desiring to have these 8.48 acres changed from its current designation to COM.

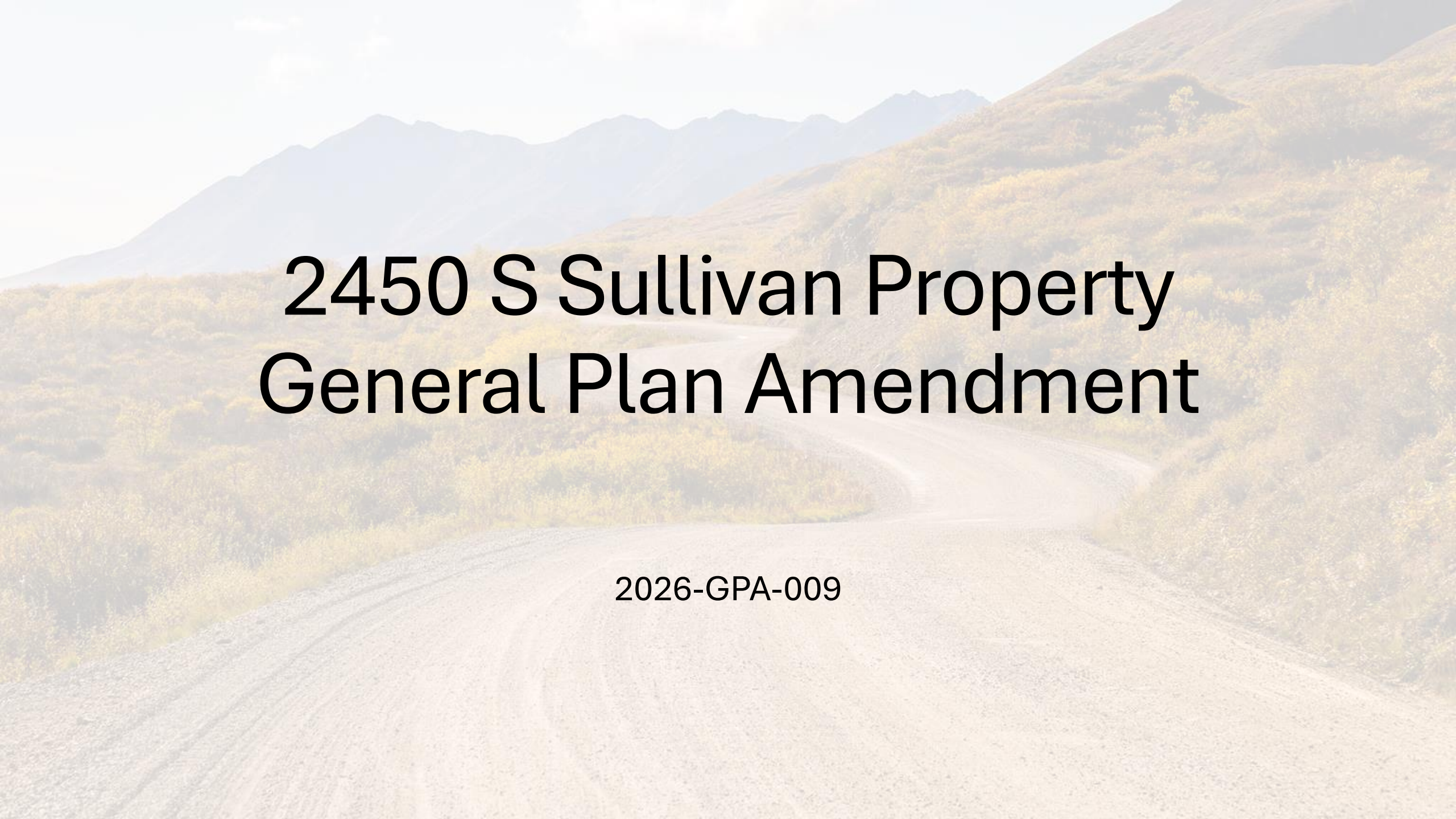
As housing, and overall development, in this area progresses, the need for commercial services has increased. The change proposed with this application is meant to fill that need, reducing the distance that residents will be required to drive or commute to reach shopping, recreation, and the like. This project will enhance and be in harmony with the surrounding development; the addition of this portion of the overall parcel to the already-entitled commercial to on the west portion will enhance our overall design and utilization of the land.

We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.

Bob Hermandson
President

Exhibit B
PowerPoint Presentation

A wide-angle photograph of a gravel or dirt road that curves through a dry, hilly landscape. The hills are covered in dense, low-lying vegetation with yellowish-brown tones, suggesting a dry or autumnal season. In the far background, a range of blue-toned mountains is visible under a pale, overcast sky. The overall scene is rural and open.

2450 S Sullivan Property General Plan Amendment

2026-GPA-009

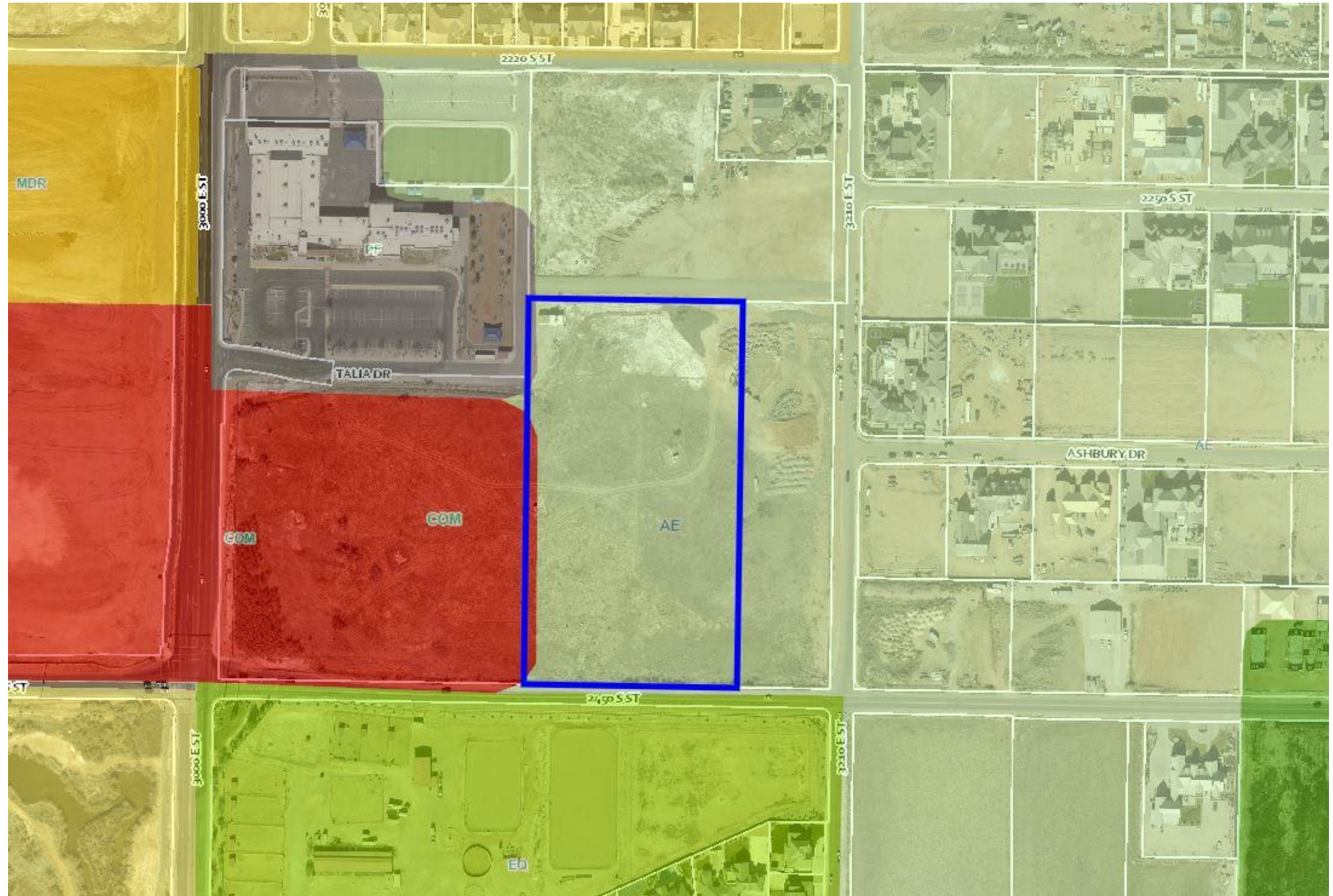
Aerial Map



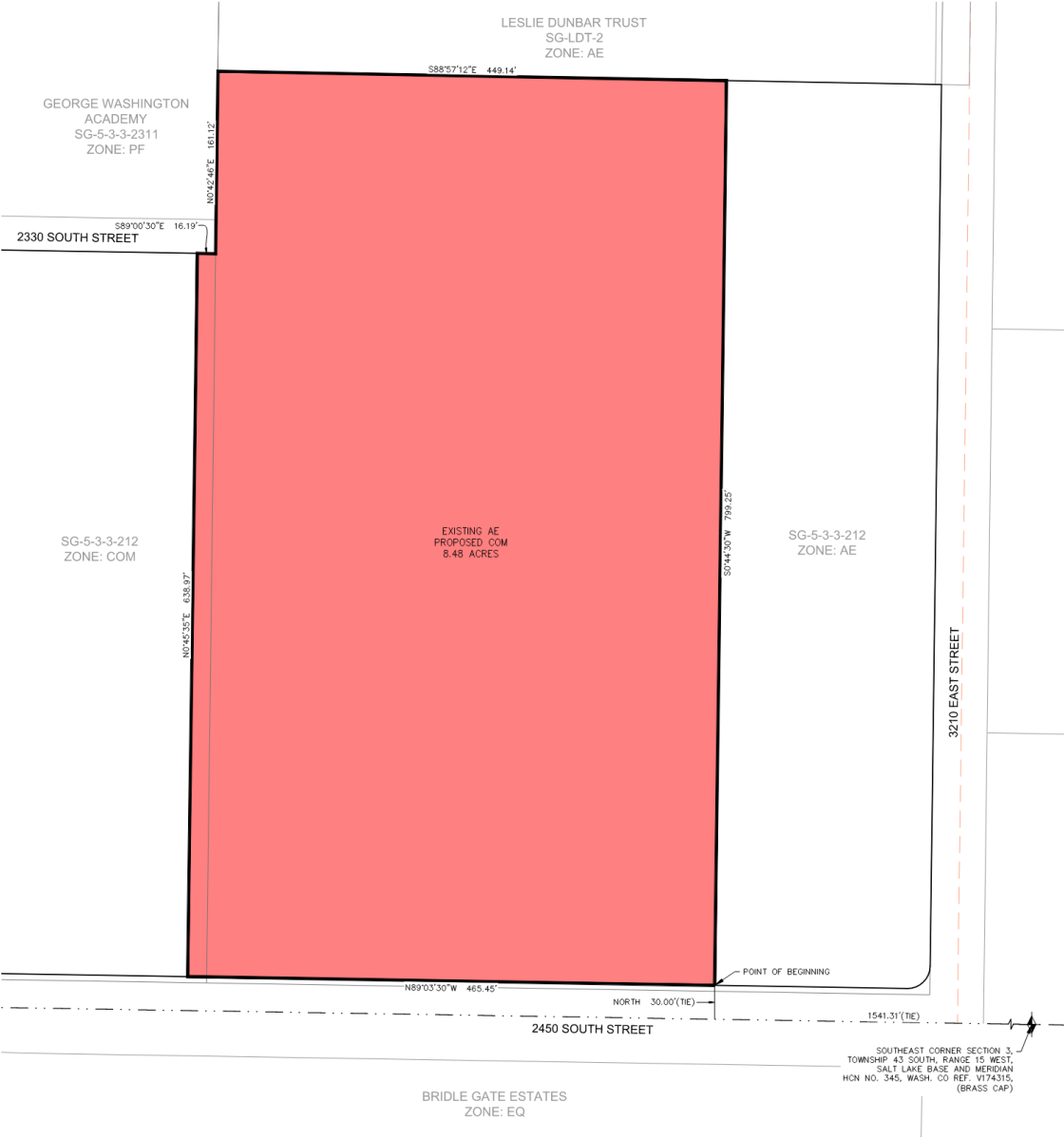
Zoning Map



Land Use Map



Site Map



Recommendation:

The Planning Commission held a public hearing on July 14, 2026, and recommended approval of this General Plan Amendment with a 5-0 vote and no conditions.

Possible Motion:

“I move that we approve the 2450 S Sullivan Commercial General Plan Amendment, based on the findings listed in the staff report.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM AE (AGRICULTURAL ESTATES) TO LDR (LOW DENSITY RESIDENTIAL) ON APPROXIMATELY 8.48 ACRES GENERALLY LOCATED NORTH OF 2450 SOUTH AND WEST OF 3210 EAST FOR A PROJECT TO BE KNOWN AS 2450 SOUTH SULLIVAN COMMERCIAL GENERAL PLAN AMENDMENT.

(2450 South Sullivan Commercial GPA)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres generally located of 2450 South and west of 3210 East; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 6, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on July 14, 2026, and recommended approval of the General Plan amendment with a 5-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals, objectives and the policies in the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

WHEREAS, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the City.

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

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

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Jami Brackin, Deputy City Attorney

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

Exhibit "A"

Location of 2450 South Sullivan Commercial General Plan Amendment

LEGAL DESCRIPTION

Beginning at a point on the north boundary line of a parcel of land more particularly described in Document No. 20200036683, Official Records, Washington County, Utah, said point lies North $89^{\circ}03'30''$ West along the section line 1541.31 feet and due North 30.00 feet from the Southeast Corner of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, thence North $89^{\circ}03'30''$ West along said north boundary line 465.45 feet; thence North $00^{\circ}45'35''$ East 638.97 feet to a point on the south right-of-way line of 2330 South Street as conveyed in the Roadway Dedication Document No. 20120011003, Official Records, Washington County, Utah; thence along said line and the extension thereof the following two (2) courses: 1) South $89^{\circ}00'30''$ East 16.19 feet, and 2) North $00^{\circ}42'46''$ East 161.12 feet to a point on the south boundary line of the Leslie Dunbar Trust Subdivision, Document No. 20230027191, Official Records, Washington County, Utah; thence South $88^{\circ}57'12''$ East along said line 449.14 feet; thence South $00^{\circ}44'30''$ West 799.25 feet to the point of beginning.

Containing 369,505 square feet or 8.48 acres.



Agenda Date: 08/06/2026

Agenda Item Number: 08

Subject:

Consider approval of Ordinance No. 2026-058 amending the City General Plan by changing the general designation from OS (Open Space) to LDR (Low Density Residential) on approximately 4.0 acres located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south. (Case No. 2026-GP-007 - Old Farm General Plan Amendment)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson - Bush & Gudgell

Reference Number: 2026-GPA-007

Address/Location:

In the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south

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

After determination that the Parks Department isn't in need of the subject property for a park or open space, the applicant is proposing to change the land use category to Low Density Residential. The Planning Commission held a public hearing on July 14, 2026 and received no public comment. They recommend approval of the change with a 5-0 vote.

Staff Narrative (need/purpose):

This application would remove the approximately four-acre area designated as Open Space on the General Plan. During the early planning stages, the Parks Department prepared a conceptual layout for a neighborhood park on the subject property. However, after further evaluation, it was determined that a park at this location was unnecessary due to its proximity to Seegmiller Park, and the concept was abandoned. To maintain consistency with the surrounding development and the proposed land use, the applicant is requesting that the property be designated to the Low Density Residential (LDR) General Plan land use category.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on July 14, 2026 and received no public comment. They recommend approval of the change with a 5-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: **07/14/2026**

CITY COUNCIL AGENDA REPORT: **08/06/2026**

Old Farm General Plan Amendment General Plan Amendment (Case No. 2026-GPA-007)	
Request:	Consider a change to the general plan future land-use map from OS (Open Space) to LDR (Low Density Residential). The site is approximately 4.0 acres and generally located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south.
Applicant:	Bush & Gudgell
Representative:	Bob Hermanson
Location:	Generally located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south.
Existing General Plan:	OS (Open Space)
Proposed General Plan:	LDR (Low Density Residential)
Existing Zoning:	R-1-10 (Residential, 10,000 ft ² minimum lot size)
Land Area:	Approximately 4.0 acres



OLD FARM OPEN SPACE

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



BACKGROUND:

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. In 2024, a General Plan amendment was reviewed and approved in the Old Farm development. That general plan amendment was aimed at allowing an increase in the amount of medium density residential in the project but also reduced the park area from 4.85 acres to 4.0 acres.

This application would remove the approximately four-acre area designated as Open Space on the General Plan. During the early planning stages, the Parks Department prepared a conceptual layout for a neighborhood park on the subject property. However, after further evaluation, it was determined that a park at this location was unnecessary due to its proximity to Seegmiller Park, and the concept was abandoned. To maintain consistency with the surrounding development and the proposed land use, the applicant is requesting that the property be redesignated to the Low Density Residential (LDR) General Plan land use category.

The property is currently zoned R-1-10 (Residential, 10,000 ft² minimum lot size). Changing the General plan is intended to pave the way for a future zone change to a Planned Development (PD).

RECOMMENDATION:

Planning Commission held a public hearing on July 14, 2026. No comment was made by the public. The Planning Commission unanimously recommends approval of the General Plan Amendment with a 5-0 vote.

ALTERNATIVES:

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

POSSIBLE MOTION:

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

FINDINGS FOR APPROVAL:

1. The proposed General Plan amendment would create a future land use designation that is consistent with the surrounding residential development within the Old Farm community.
2. The area designated as Open Space is no longer anticipated to be developed as a neighborhood park based on the Parks Department's evaluation of park needs in the area.

3. The proposed Low Density Residential designation more closely reflects the anticipated future use of the property than the existing Open Space designation.
4. The amendment is not expected to adversely affect the surrounding neighborhood, as the property is surrounded by residential development and would remain compatible with adjacent land uses.
5. The change in General Plan designation does not negatively impact the health, stability, and/or formation of families within the city.

Exhibit A
Applicant's Narrative



June 22, 2026

St George City
Planning and Zoning Department
61 S Main St
St George, UT

Re: General Plan Amendment Application -- Old Farm Development

To whom it may concern:

We are submitting this General Plan Amendment application to change the land use designation for a portion of parcel SG-5-3-3-3100 in St. George. This land lies adjacent to 2000 S, at approximately 2804 E, and measures 4 acres. The current land use designation for this portion of SG-5-3-3-3100 is Open Space. The majority of parcel SG-5-3-3-3100 is currently designated Low-Density Residential. The proposed land use under this application is for Low-Density Residential. Underlying zoning currently reflects R-1-10, Single-Family Residential, minimum 10,000 sq.-ft. lots.

Please see the attached project area map, mailing label radius map and legal description. There is a need for increased housing supply in the city, and this general plan amendment will help in that goal. Currently, the surrounding land use context provides significant open space; Historic Seegmiller park provides approximately 72 acres of public open space, and is located ~1,400 feet, or 1/5 of a mile, from the land in question. Meanwhile, multiple school grounds are located adjacent to the development: Sage Meadows lies directly to the north, George Washington Academy is directly to the east, and Crimson Cliffs High School is less than a mile away. All of these provide long-term buffers to housing growth.

We greatly appreciate your consideration.

Sincerely,
Bush and Gudgell, Inc.

Bob Hermandson
President

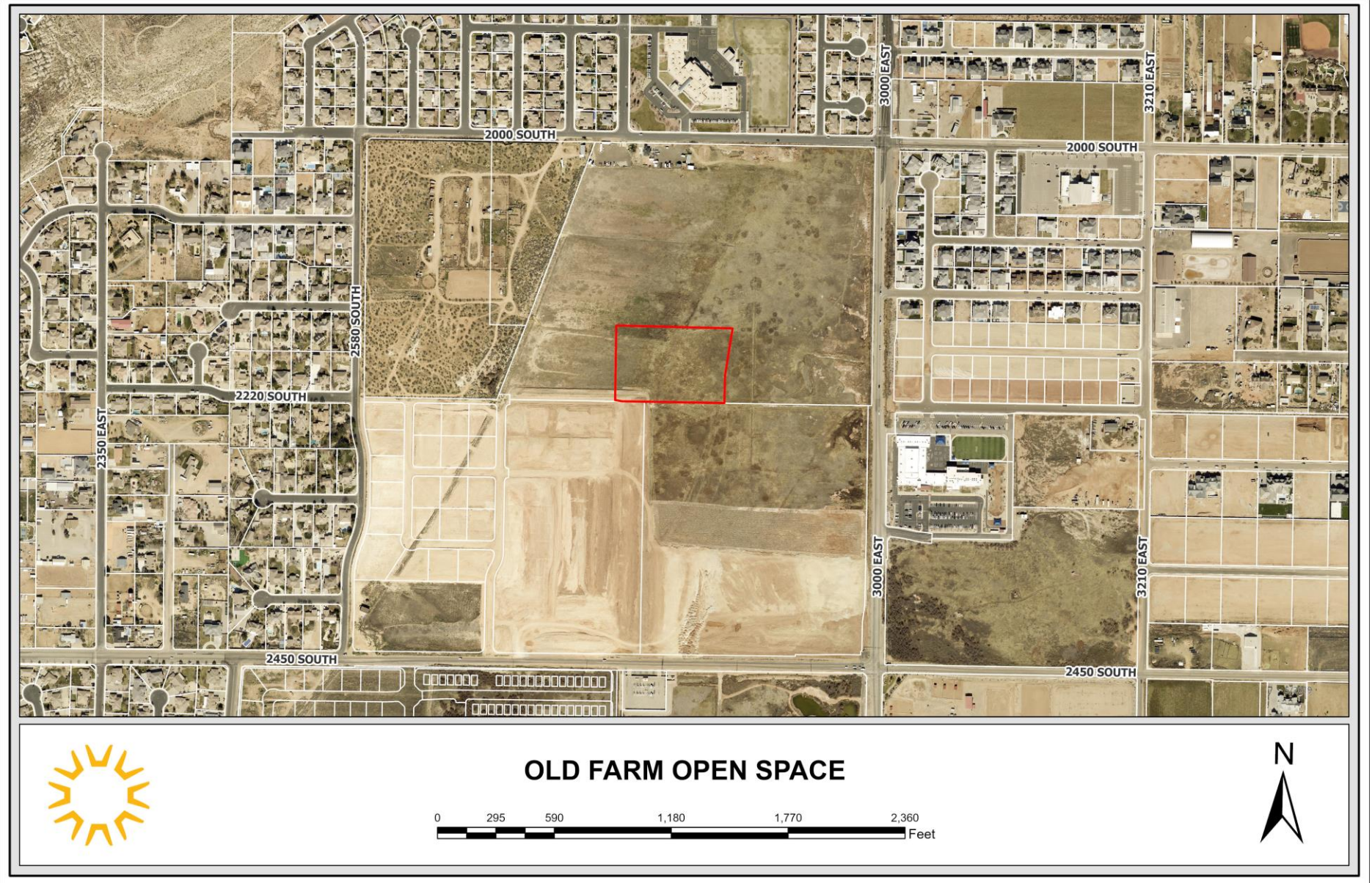
Exhibit B
PowerPoint Presentation



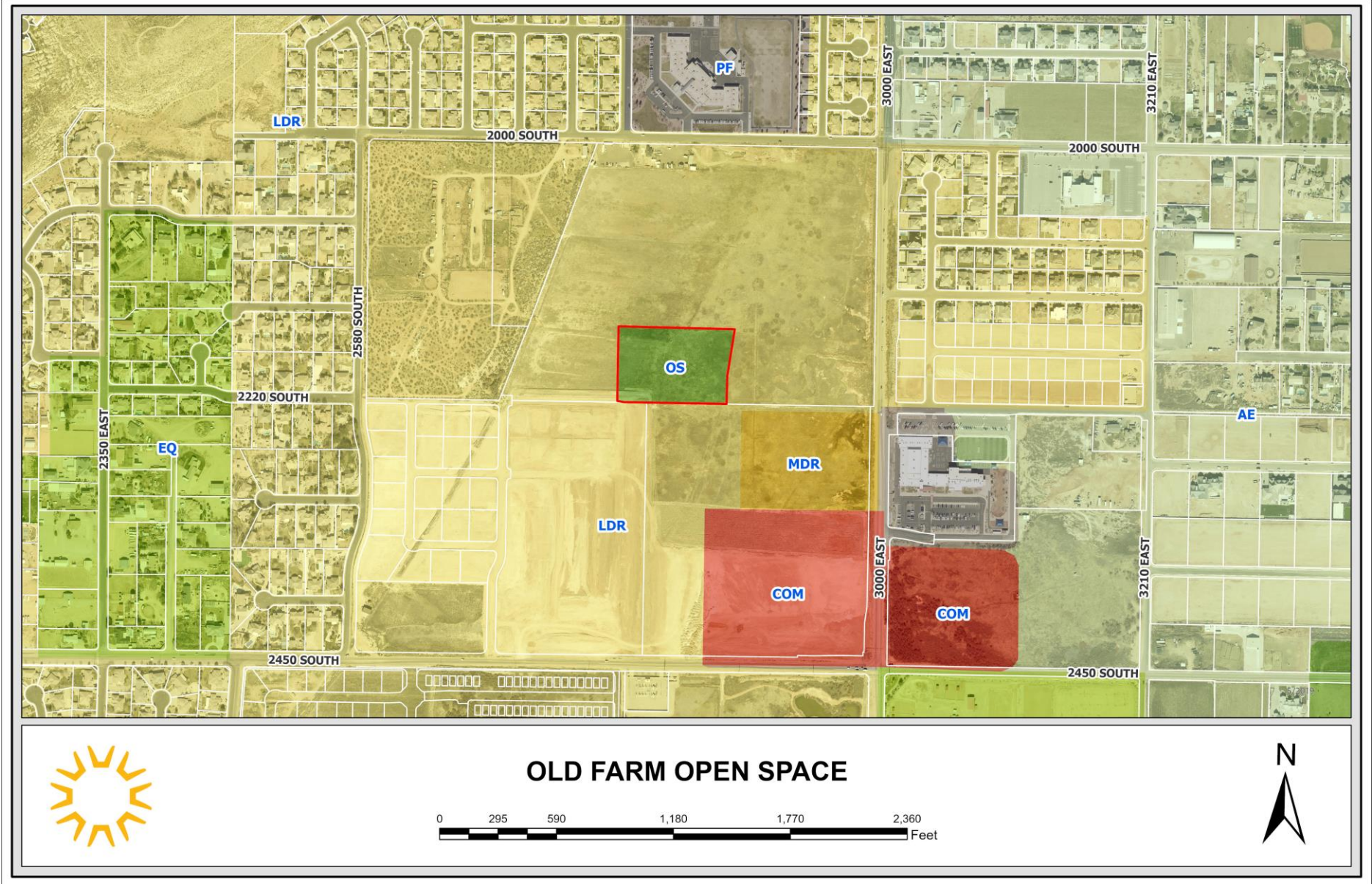
Old Farm General Plan Amendment

2026-GPA-007

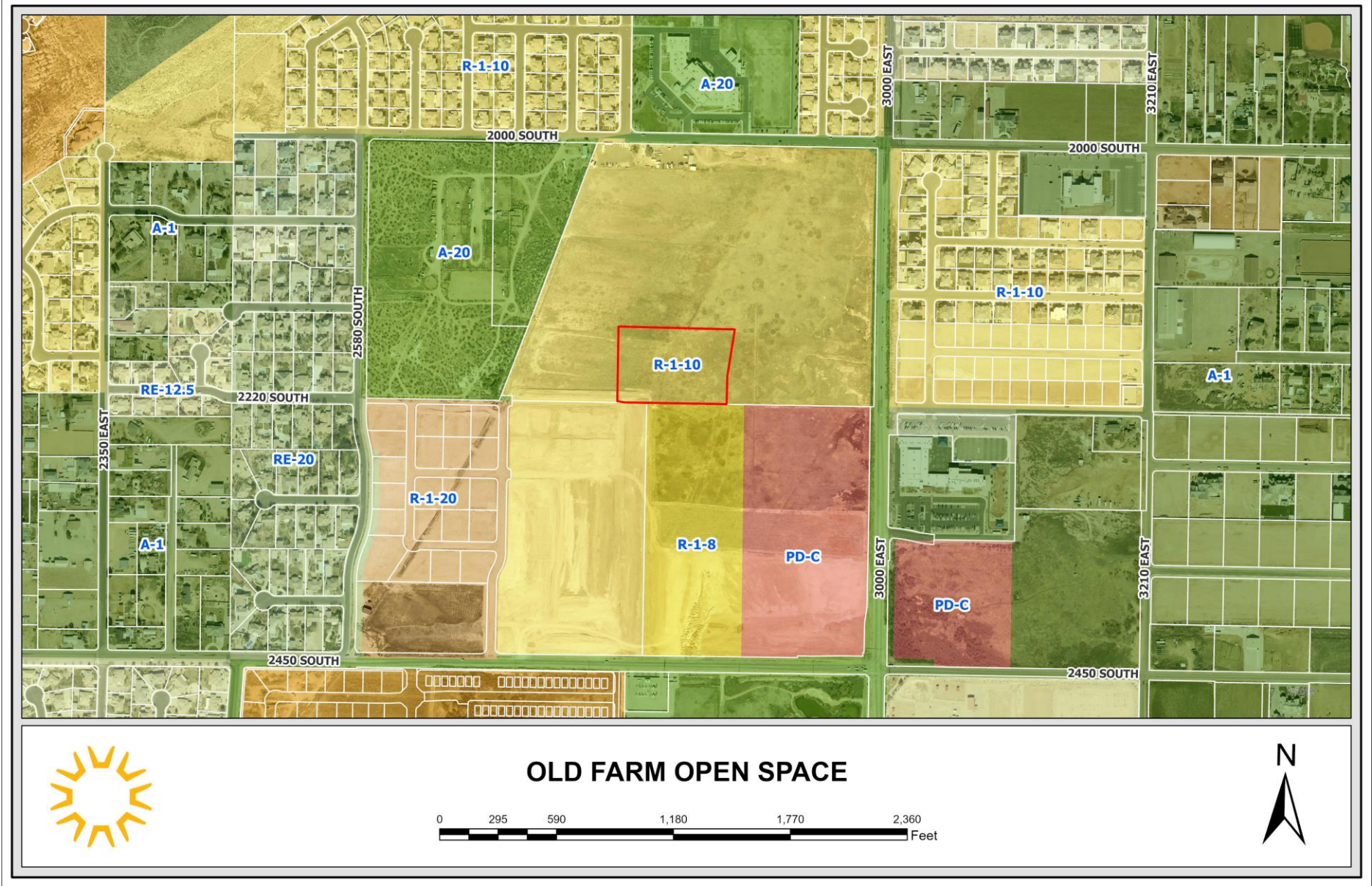
Aerial Map



Land Use Map



Zoning Map



PROPOSED LDR GENERAL PLAN AMENDMENT

LEGEND

EXISTING OS, PROPOSED LDR = 4.00 ACRES

GRAPHIC SCALE

1 inch = 60 ft

PROPOSED LDR GENERAL PLAN AMENDMENT

LOCATED IN

SOUTHWEST QUARTER OF SECTION 3,

TOWNSHIP 43 SOUTH, RANGE 15 WEST,

SALT LAKE BASE AND MERIDIAN

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 89°04'13" EAST ALONG THE SECTION LINE 1263.17 FEET AND 206 NORTH 1377.66 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°52'00" EAST 285.80 FEET, THENCE NORTHEASTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS NORTH 45°52'44" EAST A DISTANCE OF 28.72 FEET, CENTER POINT LIES SOUTH 89°04'13" EAST THROUGH A CENTRAL ANGLE OF 80°07'36", A DISTANCE OF 31.46 FEET, THENCE SOUTH 89°02'04" EAST 512.86 FEET, THENCE SOUTHEASTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, LONG CHORD BEARS SOUTH 36°54'54" EAST A DISTANCE OF 31.56 FEET, CENTER POINT LIES SOUTH 0°52'00" WEST THROUGH A CENTRAL ANGLE OF 104°11'41", A DISTANCE OF 36.37 FEET, THENCE SOUTHERLY ALONG A 130.86 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, LONG CHORD BEARS SOUTH 102°12'12" WEST A DISTANCE OF 117.75 FEET, CENTER POINT LIES NORTH 81°57'13" WEST THROUGH A CENTRAL ANGLE OF 0°00'00", A DISTANCE OF 117.82 FEET, THENCE SOUTHERLY ALONG A 488.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, LONG CHORD BEARS SOUTH 06°32'22" WEST A DISTANCE OF 112.26 FEET, CENTER POINT LIES SOUTH 76°47'51" EAST THROUGH A CENTRAL ANGLE OF 137°13'41", A DISTANCE OF 112.50 FEET, THENCE SOUTH 02°05'04" WEST 55.05 FEET, THENCE SOUTHWESTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, LONG CHORD BEARS SOUTH 45°50'12" WEST A DISTANCE OF 31.42 FEET, CENTER POINT LIES NORTH 89°01'17" WEST THROUGH A CENTRAL ANGLE OF 80°07'36", A DISTANCE OF 28.72 FEET, LONG CHORD BEARS NORTH 87°52'44" WEST A DISTANCE OF 74.80 FEET, CENTER POINT LIES NORTH 0°52'00" EAST THROUGH A CENTRAL ANGLE OF 02°52'11", A DISTANCE OF 74.81 FEET, THENCE NORTHEASTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, LONG CHORD BEARS NORTH 44°04'13" WEST A DISTANCE OF 28.72 FEET, CENTER POINT LIES NORTH 02°59'20" EAST THROUGH A CENTRAL ANGLE OF 80°02'20", A DISTANCE OF 31.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 174,084 SQUARE FEET OR 4.00 ACRES.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM OS (OPEN SPACE) TO LDR (LOW DENSITY RESIDENTIAL) LOCATED IN THE CENTER OF THE OLD FARM DEVELOPMENT WHICH IS BOUNDED BY 3000 EAST ON THE EAST, 2350 EAST ON THE WEST, 2000 SOUTH ON THE NORTH AND 2450 SOUTH ON THE SOUTH ON APPROXIMATELY FOUR ACRES TO BE KNOWN AS OLD FARM GPA.

(Old Farm GPA)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from OS (Open Space) LDR (Low Density Residential) on approximately four acres generally located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 6, 2026; and

WHEREAS, the Planning Commission held a public hearing on this request on July 14, 2026, and recommended approval with a 5-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

WHEREAS the City Council has determined that the adoption of this Ordinance will not negatively impact the health, stability, and/or formation of families within the city.

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 OS (Open Space) to LDR (Low Density Residential) on approximately four acres generally located in the center of the Old Farm development which is bounded by 3000 East on the east, 2350 East on the west, 2000 South on the north and 2450 South on the south and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon publication or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

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

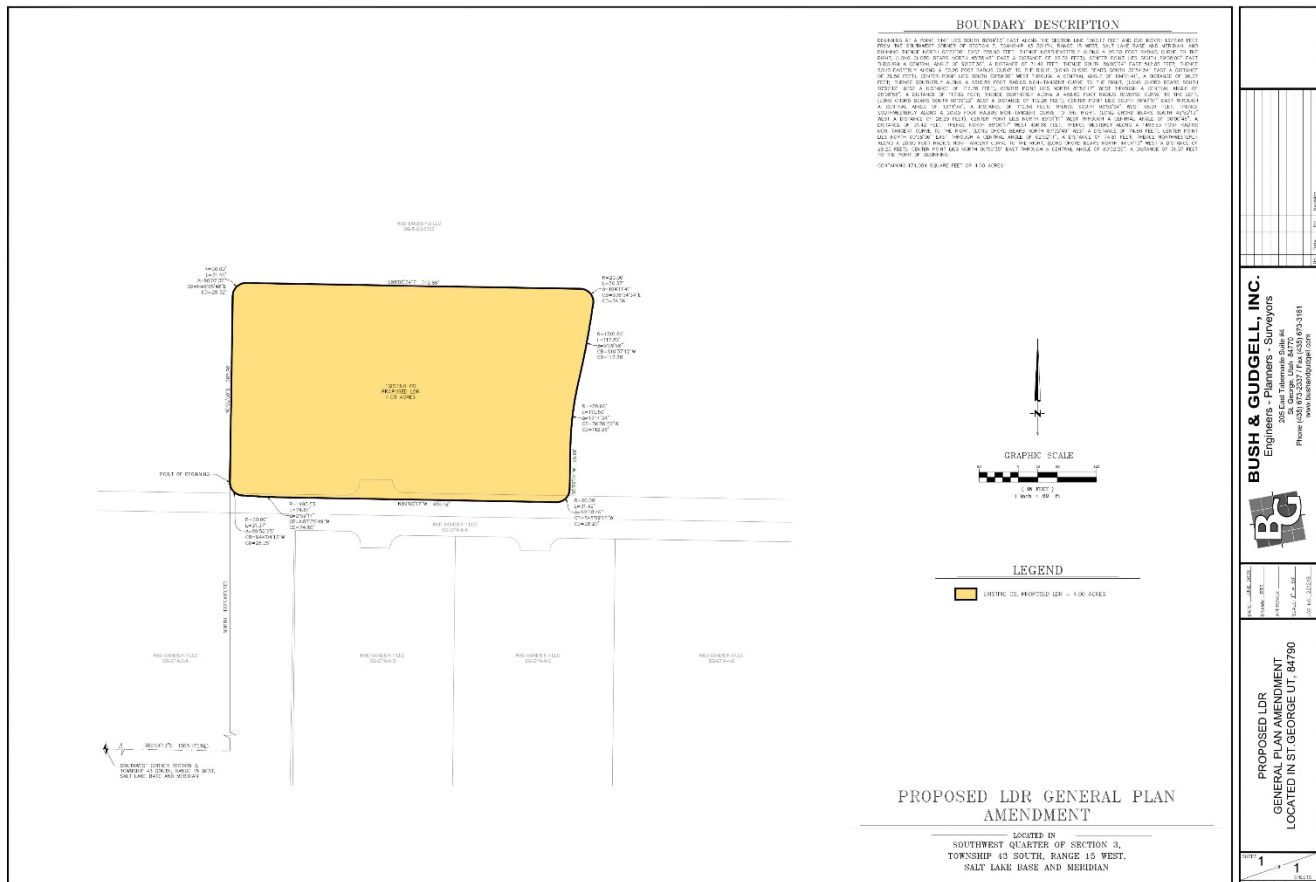
Jami Brackin, Deputy City Attorney

Exhibit "A"

Location of General Plan Amendment for Sullivan 1800 North GPA

Beginning at a point that lies South 89°04'13" East along the section line 1363.17 feet and due North 1377.68 feet from the Southwest Corner of Section 3, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 00°52'00" East 285.90 feet; thence northeasterly along a 20.00 foot radius curve to the right, (long chord bears North 45°55'48" East a distance of 28.32 feet), center point lies South 89°08'00" East through a central angle of 90°07'36", a distance of 31.46 feet; thence South 89°00'24" East 512.86 feet; thence southeasterly along a 20.00 foot radius curve to the right, (long chord bears South 36°54'34" East a distance of 31.56 feet), center point lies South 00°59'36" West through a central angle of 104°11'41", a distance of 36.37 feet; thence southerly along a 1310.86 foot radius non-tangent curve to the right, (long chord bears South 10°37'12" West a distance of 117.78 feet), center point lies North 81°57'17" West through a central angle of 05°08'58", a distance of 117.82 feet; thence southerly along a 488.60 foot radius reverse curve to the left, (long chord bears South 06°36'22" West a distance of 112.26 feet), center point lies South 76°47'51" East through a central angle of 13°11'34", a distance of 112.50 feet; thence South 00°59'04" West 55.01 feet; thence southwesterly along a 20.00 foot radius non-tangent curve to the right, (long chord bears South 45°59'12" West a distance of 28.29 feet), center point lies North 89°01'11" West through a central angle of 90°00'46", a distance of 31.42 feet; thence North 89°00'17" West 406.18 feet; thence westerly along a 1493.53 foot radius non-tangent curve to the right, (long chord bears North 87°35'49" West a distance of 74.80 feet), center point lies North 00°58'06" East through a central angle of 02°52'11", a distance of 74.81 feet; thence northwesterly along a 20.00 foot radius non-tangent curve to the right, (long chord bears North 44°04'13" West a distance of 28.25 feet), center point lies North 00°59'35" East through a central angle of 89°52'25", a distance of 31.37 feet to the point of beginning.

Containing 174,084 square feet or 4.00 acres.



Agenda Date: 08/06/2026

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2026-059 to amend the Desert Canyons Development Agreement to include the R-1 zoning designation by amending the definitions section, paragraph 7.5.1, table 3.2, and exhibit D. (Case No. 2026-DAA-001 - Desert Canyons Development Agreement Amendment)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Desert Canyons, Curt Gordon

Reference Number: 2026-DAA-001

Address/Location:

N/A

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

The Desert Canyons Development Agreement and its associated Zone Plan were approved by the City Council on July 16, 2009. At that time the R-1 zoning designation did not exist. The applicant is now proposing a zoning change for a 13.23-acre property from PD-R (Planned Development Residential) to R-1 (Single-Family Residential with no minimum lot size requirement and a 40-foot minimum lot width/frontage). This proposal necessitates an amendment to the existing Development Agreement to include the R-1 zoning designation in the agreement and attached exhibits. At their meeting held on July 14, 2026 the Planning Commission held a public hearing and recommended approval in a unanimous vote of 6-0. No public comments were received.

Staff Narrative (need/purpose):

The First Amendment to the Desert Canyons Development Agreement will amend the definitions section, paragraph 7.5.1, table 3.2, and exhibit D to allow Desert Canyons to include the R-1 zoning designation.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

PLANNING COMMISSION AGENDA REPORT:

07/14/2026

CITY COUNCIL AGENDA REPORT:

08/06/2026

Desert Canyons Development Agreement Amendment Development Agreement Amendment (Case No. 2026-DAA-001)	
Request:	Consider an ordinance to amend the Desert Canyons Development Agreement for the purpose of amending the definitions section, paragraph 7.5.1, table 3.2, and exhibit D to include the R-1 zone
Applicant:	Desert Canyons Development, Curt Gordon

BACKGROUND:

The Desert Canyons Development Agreement and its associated Zone Plan were approved by the City Council on July 16, 2009.

The applicant is now proposing a zoning change for a 13.23-acre property from PD-R (Planned Development Residential) to R-1 (Single-Family Residential with no minimum lot size requirement and a 40-foot minimum lot width/frontage). This proposal necessitates an amendment to the existing Development Agreement to include the R-1 zoning designation in the agreement and attached exhibits.

At their meeting on July 14, 2026, the Planning Commission held a public hearing, no comments were received.

DEVELOPMENT AGREEMENT AMENDMENTS:**Definitions section**

“Zone Plan” means and refers to the City-approved Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007, together with Addendum #1 thereto, dated November 20, 2007, and Addendum #2 thereto, dated February 2008, Addendum #3 thereto, dated April 2008, and Addendum #4 thereto, dated August 2026 as the same may be further amended through the normal zone change process, all of which are incorporated and made a part of this Agreement by reference as *Exhibit “D”* hereto.

7. General Obligations

7.5.1 Master Plan to Control Open Space. The designation of open space shall be in accordance with the Master Plan of the Planned Community. Each Planning Area shall comply on an individual basis with open space requirements as outlined in City Code and this Development Agreement. Exhibit “C” sets forth the amount of open space required for the project and in each respective zone. City and Developer agree that the total amount of open space for the Planned Community required by the Zoning Regulations, is ~~506.48~~ 509.85 acres as more particularly identified on Exhibit “C” hereto.

** Please note changes are circled in green

EXHIBIT C

Desert Canyons Zoning Designation and Open Space Summary

REVISION 06/11/2026 (DESERT SKY R-1 ZONE CHANGE)

Table 3.2 (Revised Addendum #4)

DESERT CANYONS ZONING DESIGNATION SUMMARY

Note: Items in bold italic are adjustments realized since previous update: They may affect totals.

Desert Canyons Gross Area **2290.32** Acres
Total Dwelling Units **6317** Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

			Open Space Area		
Residential Zones					
	R-1	13.26 Acres	15	1.99	* May include open space off parcel
	R1-12	63.39 Acres	15%	9.51	* May include open space off parcel
	R1-10	385.574 Acres	15%	57.84	* May include open space off parcel
	R1-7	27.34 Acres	15%	4.10	* May include open space off parcel
	R-3	88.88 Acres	15%	13.33	* May include open space off parcel
	PD-8	533.43 Acres	30%	160.03	May include front yards
	PD-12	119.35 Acres	30%	35.81	May include front yards
	PD-R	12.401 Acres	30%	3.72	May include front yards
Sub Total Residential Zones			1230.365 Acres	284.33	Residential Open Space
Mixed Use Zones					
	CRM	315.66 Acres	25%	78.92	Mixed Use Open Space
Resort Zone					
	R-1	130.41 Acres	25%	32.60	Resort Open Space
Commercial and Industrial Zones					
	AVI	115.62 Acres	25%	28.91	
	ASBP	275.72 Acres	25%	68.93	
	C-2	64.66 Acres	25%	16.17	
Sub Total Commercial/Industrial			456.00 Acres	114.00	Comm. & Indust. Open Space May include Parking lots etc.
Open Space					
	OS	143.325 Acres	0%		
Total All Areas			2275.76 Acres	509.85	Total Required Open Space

DENSITY CALCULATION

Total Units 6317 Units
Total Residential Land Area 1546.025 Acres
Total Attributable Open Space 137.14 Acres
Overall Density 3.75 units per acre

PARKS CALCULATION

Population Factor 2.5 persons per unit
Projected Population 15792.5 people
**4 acres per 1000 population 63.2 Acres

OPEN SPACE BREAKDOWN

Predesignated Open Space 148.88
Open Space Zone 137.14
286.02

223.83 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following; Golf Course, Parks, Natural Parks, Natural Open Space, Trails & Trail Corridors, Flood Plane outside floodway.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

EXHIBIT D

Desert Canyons Area Zone Plan

The Desert Canyons Area Zone Plan consists of the Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007 (contained in a separate binder), together with Addendum #1 thereto, dated November 20, 2007 (contained in a separate bound folder), Addendum #2 thereto, dated February 2008, (contained in a separate bound folder) Addendum #3 thereto, dated April, 2009 (contained in a separate bound folder), and Addendum #4 thereto dated August 2026 (contained in a separate bound folder) all of which are incorporated herein by this reference as if fully set forth herein.

RECOMMENDATION:

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

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we forward a positive recommendation to the City Council for the Development Agreement Amendment for Desert Canyons, case number 2026-DAA-001, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. That the proposed amendments will not negatively impact the health, stability, and/or formation of families within the City.
2. That the proposed amendments are an appropriate addition to the Desert Canyon Development agreement, the R-1 zone fits well with the other zoning designations and general plan designations included in the current agreement.

Exhibit A

Development Agreement Amendment

When Recorded Return to:
City of St. George
Attn: Legal Department
61 South Main Street
St. George, Utah 84770

FIRSTAMENDMENT TO THE
DEVELOPMENT AGREEMENT
FOR
DESERT CANYONS

This DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this _____ day of _____, 2009, by and between Desert Canyons Development, Inc., a Utah corporation, ("Developer") and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City") for the land to be included in or affected by the project known as "Desert Canyons" (herein the "Planned Community").

RECITALS

WHEREAS, Developer has real property located within the city limits of the City, which is described in ***Exhibit "A"*** hereto (herein "Development Property"); and

WHEREAS, Developer's predecessor-in-interest in the Development Property, Luercadia Financial Corporation, and City entered into a Memorandum of Understanding (herein "MOU") dated July 16, 1998, herein incorporated as ***Exhibit "B"***, with respect to the development of the Development Property; and

WHEREAS, Developer has succeeded to all of Leucadia's rights under the MOU in accordance with the terms of Article 10 thereof; and

WHEREAS, Developer is contemplating the development of the Development Property for residential, commercial and industrial purposes; and

WHEREAS, City and Developer desire public streets, Rails, parks, water features, public buildings and open space within the Planned Community; and

WHEREAS, City and Developer will be engaged in construction and development on land adjacent to and within the Planned Community in concurrent time frames, and the parties agree to cooperate in order to reduce interference when installing utilities extensions and timing of improvements; and

WHEREAS, Developer is willing to dedicate to City a portion of the Development Property for public roads (consistent with the terms of the MOU), trails, parks and open space and make certain improvements on the Development Property in a manner that is in harmony with the objectives of City's approved and adopted zoning regulations and related general zoning plan and long-range development objectives and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, Developer and City anticipate that the development of the Planned Community will take place over the course of several years, therefore Developer and City shall meet on or before the five year anniversary from the date of the execution of this Agreement to discuss what changes, if any, need to be made to the Development Agreement. At that meeting the parties' discussion will include, but not be limited to, a review of whether conditions set forth in the agreement have been met; and

WHEREAS, City, acting pursuant to its authority under UTAH CODE ANNOTATED 10-9a-101, et *seq.* and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Planned Community, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

1. Recitals. The Recitals above are hereby incorporated into this Agreement.

2. Definitions. "Agreement" means and refers to this Development Agreement for Desert Canyons between Developer and City with respect to the Planned Community.

"City" means and refers to the City of St. George, a municipal corporation and political subdivision of the State of Utah.

"Circulation Plan" means and refers to the road circulation plan set forth as Exhibit 4.1 to the Zone Plan.

"Developer" means and refers to the initial owner of the Planned Community, who is anticipated to create the Planning Areas and convey the same, through sale or otherwise, to the Secondary Developers. This definition extends to successors and assigns of Developer, provided such successors and assigns acquire all of the rights to the master development of the Planned Community which are currently held by Developer.

"Development Property" means and refers to the parcels of real property located in St. George, Washington County, State of Utah, which are subject to this Agreement and which are more particularly described with the legal descriptions set forth in Exhibit "A" hereto,

"Engineering Drawings" means and refers to the detailed onsite and/or offsite plans for roadway improvements and underground utilities with respect to each Planning Area or Secondary Phase to be developed within the Planned Community.

"Impact Fee Credits" means and refers to credits for impact fees granted by City pursuant to this Agreement.

"Master Association" means and refers to an association that shall be created by Developer consisting of Developer and/or some or all of the private owners of lots and parcels in the Planned Community which will have the responsibility of enforcing the Master Declaration. "Sub-associations" or "neighborhood associations" may also be created with respect to the

distinct Planning Areas and/or Secondary Phases of the Planned Community, and shall be subject to the Master Association.

“Master Declaration” means and refers to a declaration of covenants, conditions and restrictions for the residential and commercial portions of the Planned Community which shall be created by Developer and recorded in the Washington County Recorder's Office with respect to the entire Planned Community. The Master Declaration shall set forth the rights and obligations of Developer, the Secondary Developers, the Master Association, and the individual owners in the Planned Community with respect to one another, and may establish a lien for the collection of assessments and serve other purposes common to declarations in similar project. Other “sub-declarations” may also be recorded with respect to the distinct Planning Areas and/or Secondary Phases of the Planned Community, but all shall be subject to the Master Declaration.

“Master On-site Improvements” means and refers to all sewer, storm and culinary water, natural gas, underground utility systems, streets, streetscapes, curbs and gutters, bridges, traffic control devices, sidewalks, parks, trails, or other improvements which are developed within the boundaries of the Planned Community, but outside the boundaries of the distinctively defined Planning Areas. Such improvements include, but are not limited to, any improvements which are common to two or more Planning Areas.

“MOU” means and refers to that certain Memorandum of Understanding dated July 16, 1998, with respect to the development of the Development Property, by and between, Leucadia Financial Corporation (Developer's predecessor-in-interest in the Development Property) and City, which is incorporated into the Agreement by reference as **Exhibit “B”** hereto.

“Open Space” means and refers to land within the Development Property which shall not be used for the construction of dwelling units, commercial buildings, or other similar structures, which may be either privately owned by Developer, Secondary Developers or the Master Association, or dedicated to and owned by City. This Open Space is more fully described in **Exhibit “C”** attached hereto and incorporated herein.

“Phasing Plan” means and refers to the residential and commercial phasing plan set forth as Exhibit 6.1 to the Zone Plan. The alpha numeric designations shown on the plan are for convenience in describing the various areas of development phasing and do not reflect any particular order of progress.

“Planned Community” means and refers to the project known as “Desert Canyons,” anticipated to be developed upon the Development Property pursuant to the terms of this Agreement and the Zone Plan.

“Planning Area” means and refers to a defined parcel of land within the Planned Community which is to be created and established by a Record of Survey, approved by City, which Record of Survey and deed or deeds consistent with the same will be filed for public record in the office of the Washington County Recorder. As used herein the term “Planning Area” includes Sub-Planning Areas as the same may be created from time to time. The general

layout of the initial Planning Areas anticipated to be created within the Planned Community is depicted in the Phasing Plan.

“Preliminary Engineering Drawings” means and refers to preliminary engineering drawings as described in Section 7.3.

“Record of Survey” means and refers to each record of survey prepared by licensed engineers and suitable for recording setting forth metes-and-bounds descriptions of Planning Areas.

“Required Open Space” means and refers to the total amount of open space for the Planned Community required by the Zoning Regulations, which City and Developer agree is 506.48 acres and which is more particularly identified on **Exhibit “C”** hereto.

“Secondary Developer” means and refers to an individual or entity that submits a subdivision plat for approval for the development of a Planning Area or a smaller portion thereof (a Secondary Phase). Developer and/or any third party developer which is a successor-in-interest to Developer in a given Planning Area may be a Secondary Developer for purposes of this Agreement.

“Secondary On-site Improvements” means and refers to all sewer, storm and culinary water, natural gas, underground utility systems, streets, curbs and gutters, sidewalks, bridges, traffic signals, parks, trails, or other improvements which are required to be developed within the boundaries of each of the distinctive Planning Areas in the Planned Community, as a condition of approval and permitting of development of individual Planning Areas or Secondary Phases, as set forth in this Agreement.

“Secondary Phase” means and refers to a portion of any given Planning Area for which a Secondary Developer files a plat for development approval.

“Sub-Planning Area” means and refers to a defined parcel of land within a Planning Area, or within another “Sub-Planning Area,” that is created and established by a Record of Survey, approved by City, and the Record of Survey and deed or deeds consistent with the same filed for public record in the office of the Washington County Recorder.

“Zone Plan” means and refers to the City-approved Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007, together with Addendum #1 thereto, dated November 20, 2007, and Addendum #2 thereto, dated February 2008, Addendum #3 thereto, dated April 2008, and Addendum #4 thereto, dated August 2026, as the same may be further amended through the normal zone change process, all of which are incorporated and made a part of this Agreement by reference as **Exhibit “D”** hereto.

“Zoning Regulations” means and refers to City's zoning regulations and related general zoning map or plan, as the same may be amended from time to time.

3. Development Property. The legal description of the Development Property is set forth in **Exhibit “A”** hereto and incorporated with this reference. No additional property may be

added to the Development Property for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

4. Vested Rights and Reserved Legislative Powers. With the adoption of the Zone Plan by City and the recording for public record of this Agreement, Developer's right to develop the Planned Community as described herein and in accordance with the Zone Plan is hereby vested, subject to the provisions hereof allowing for modification of specific requirements as development of the Planned Community progresses toward completion. The parties intend that the rights granted to Developer and the entitlements for the Planned Community under this Agreement and in the Zone Plan are both contractual and provided under the common law concept of vested rights. Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement, provided that the exercise of such power and the enactments of such plans, policies, ordinances and regulations shall not restrict Developer's vested rights to develop the Planned Community as provided herein or alter or modify to Developer's detriment Developer's rights under this Agreement. Nothing in this Agreement shall limit Developer's right to seek and obtain zoning changes and variances with respect to any part of the Development Property. This Agreement is not intended to and does not bind the city council of City in the independent exercise of its legislative discretion with respect to its Zoning Regulations, except to the extent specifically covenanted as set forth herein. The provisions of this Agreement by recording shall run with the land to the benefit and burden of the Development Property.

5. Developer's and Secondary Developer's Obligations Comprehensive; Right to Change Zone Plan and Zoning: Compliance with City Design and Construction Standards. The obligations of Developer described by this Agreement and the Zone Plan are intended to be comprehensive of all obligations required of Developer by City. Developer may carry out the development of the Planned Community in accordance with the Zone Plan, subject to the terms of this Agreement, and may change the Zone Plan or the zoning with respect to one or more Planning Areas from time to time with City's approval through the normal zone change process. Developer acknowledges and agrees that, unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of City necessary for development of the Planned Community, including the payment of fees and compliance with City's design and construction standards for public improvements which are approved at the time of construction, subject to Impact Fee Credits and allowances as may otherwise be set forth herein.

6. Time for Construction and Completion of the Planned Community. Except as otherwise provided in this Agreement, the schedule for commencement, construction, phasing, order of phasing, and completion of any and all development of the Planned Community shall be at Developer's discretion, but subject to any time restrictions provided by law, including the requirement under City Code 10-8-5J that PD zones expire and revert to the previous zone after 18 months if no building permit has been obtained for the zone or unless a final plat is recorded. However, Developer may submit up to three (3) written requests, as needed, to the City requesting administrative renewals each for an 18 month time period for the PD Zone and the City may, in its reasonable discretion, grant such administrative renewals without additional fees.

or hearings for such renewals. In the event that Developer fails to meet any deadlines required by law, Developer may submit a new application for the renewal of such a permit.

7. General Obligations

7.1 Minor Subdivisions. At Developer's option, one or more of the several Records of Survey required to divide the Development Property into Planning Areas (and Planning Areas into Sub-Planning Areas, and so forth) may be submitted to City for approval pursuant to the exemption from plat requirements found in Utah Code Ann. § 10-9a-605(1) (2007) and St. George City Code § 11-4-5. The Planning Areas are anticipated to be offered for sale or lease by Developer, and to be purchased or leased by Secondary Developers, which will subsequently take each Planning Area or distinct Secondary Phase within a given Planning Area individually through the subdivision approval process with City. A Planning Area may consist of two or more Secondary Phases in the event a Secondary Developer determines to seek subdivision approval of the Planning Area in multiple phases.

7.2 Records of Survey. City and Developer shall cooperate in the development and approval of Records of Survey intended for the division of the Development Property into distinct Planning Areas pursuant to the Phasing Plan. Each Record of Survey for a Planning Area shall identify the location of the public roadways servicing the Planning Area and, to the extent applicable to the Planning Area, within the Planned Community but outside the Planning Area. Additionally, each Record of Survey for a Planning Area shall identify the location of all section corner monuments, local monuments, United States Geological Survey (USGS) triangulation monuments (if any within the area), and National Oceanic Administration Association (NOAA) elevation monuments. All section corner monuments are required to be tied in and adjusted to the City of St. George Horizontal Control Network (HCN) survey, approved by the St. George City Surveyor as required by the City HCN Ordinance (St. George City Code 9-11-1). All monuments existing within the proposed area for development shall be referenced out by professional land surveyors and approved by St. George City and Washington County Surveyors. Monument records shall be filed with the Washington County Surveyors Office for each monument visited pertaining to the Record of Survey. Subdivision plats shall meet the same requirements as the Record of Survey, except they shall be recorded with the Washington County Recorder's Office. After recording, each Record of Survey may be amended with the filing of an appropriate amendment thereto and deeds reflecting the same. The approval of City shall only be required to amend the Record of Survey in the event that parcels to be dedicated to City are affected by the amendment. Each Record of Survey shall also contain a data grid with information regarding the acreage of open space, and undevelopable area for each Planning Area.

7.3 Engineering Drawings. City and Developer shall cooperate in the development of Engineering Drawings for public roads, adjacent trails and utilities to service the Planned Community. The Engineering Drawings prepared with respect to each public road shall contain construction standards at a level sufficient to ensure consistent quality throughout the development phases of the Development Property. Developer shall comply with all standard City approval procedures for final Engineering Drawings. However, Preliminary Engineering Drawings shall be prepared in conjunction with Planning Area Records of Survey for the purpose of defining roadway alignments, roadway right of way dedication plats, cost estimates, and

assuring compliance with hillside ordinance requirements. Preliminary Engineering Drawings shall reflect compliance with general utility requirements and show in general terms the public infrastructure improvements proposed to serve each Planning Area. Preliminary Engineering Drawings will not need to meet the level of detail or the approval process typical for final construction drawings nor be subject to review or approval of the Joint Utilities Committee.

7.3.1 Final Plans. All final Engineering Drawings shall be prepared in accordance with the requirements of City's "Standards for Design and Conduction." Developer agrees to designate certain roadways within the project as ninety foot wide rights of way as shown on the Planned Community circulation plans contained in the Zone Plan. While Developer agrees to dedicate land for ninety foot wide rights of way, Developer is only required to plan for the construction of roadway widths that are consistent with the traffic analysis for the Planned Community. Developer acknowledges that City requires developers to build roadways for their developments. This requirement shall also apply to Developer. Some Planning Areas may only require half of the road width (with infrastructure necessary to support two way traffic) to be built before the rest of the roadway is built. Where feasible, the center two lanes will be constructed on roadways with planned medians. City shall be responsible for the costs of oversizing or other alterations in roads where City requests oversizing or alteration over what is required to meet Developer's plan. Developer and Secondary Developers will not be required to bond for or build any roadway until the time of recording of the subdivision final plat for the Planning Area that the roadway services.

7.3.2 Southern Parkway. City acknowledges that, consistent with the terms of the MOU, Developer will have no responsibility for developing Engineering Drawings for, or for any costs associated with the planning, development, construction or maintenance of, the limited access road and interchanges thereon within the Planned Community identified on the Circulation Plan as the "Southern Parkway," or any other roads identified in paragraphs 4.2 and 4.3 of the MOU.

7.3.3 Developer Responsibility for Dedications and Improvements. Except as otherwise provided herein or in the MOU, or as subsequently agreed to by City and Developer, the dedication of any public road shall not relieve Developer of responsibility for the completion of all improvements, including, but not limited to, bails, landscape strips and utility improvement, required to be constructed upon, adjacent to or under such road to service the Planned Community. City reserves the right to review and accept all such improvements, at which time City shall assume responsibility for repair, maintenance and upkeep of the improvements pursuant to accepted City standards only after the one year warranty period required for all public improvements has expired.

7.3.4 Utility Improvements, Extensions and Oversizing. Certain improvements and utility extensions or oversizing which shall be designated in each Engineering Drawing shall be installed on a joint and cooperative basis by City and Developer or Secondary Developer to avoid conflicts in construction and to achieve economies of scale. Developer's or Secondary Developer's engineer(s) and City's representative(s) shall meet together in the development phase of each Final Plat and associated Engineering Drawing and ensure that the improvements and development contemplated therein are coordinated and that to the extent possible such improvements are developed in cooperation, and the allocation of costs for such

improvements is on a fair and reasonable basis, consistent with existing law, the other provisions of this Agreement, and other agreements for sharing costs of power, water, sewer and other improvements between and among City, Developer, Secondary Developers and third parties, if any. City shall be responsible for the costs of oversizing or other alterations in roads and utilities where City requests oversizing or alteration over what is required to meet Developer's plan and consistent with the policy of upsizing.

7.4 Sale or Lease of Individual Planning Areas. Following approval and filing for record a Record of Survey and associated deeds creating a Planning Area or Areas within the Planned Community, Developer may proceed with the sale or lease of the individual Planning Area(s) so created thereby, to Secondary Developers.

7.5 Open Space. The amount of Open Space within a Planning Area, if any, shall be indicated in the Record of Survey with respect to such Planning Area, although the exact location of the Open Space within the Planning Area need not be designated until the time of preliminary plat approval for such Planning Area. Planned Community Open Space may either be dedicated to the City or retained by the Developer. Developer may transfer all or a portion of retained Planned Community Open Space to one or more Secondary Developers and/or to the Master Association. Any Planned Community Open Space to be dedicated to City shall be dedicated at such times as subdivision plats are approved for new development in the Planning Areas. The intent of this provision is to provide Developer and City the flexibility to determine the final location and boundaries of the Planned Community Open Space, while still allowing City to have ample review over the final location and boundaries of the Planned Community Open Space to ensure general compatibility with the Zone Plan and compliance with City's minimum open space requirements.

7.5.1 Master Plan to Control Open Space. The designation of open space shall be in accordance with the Master Plan of the Planned Community. Each Planning Area shall comply on an individual basis with open space requirements as outlined in City Code and this Development Agreement. *Exhibit "C"* sets forth the amount of open space required for the project and in each respective zone. City and Developer agree that the total amount of open space for the Planned Community required by the Zoning Regulations, is 509.85 acres as more particularly identified on *Exhibit "C"* hereto.

7.5.2 Open Space Features. Any credit or benefit given to Developer by City, or any requirement of City, which is based upon the total amount of Open Space in the Planned Community or within a given Planning Area, including but not limited to the requirement to preserve a certain percentage of a given subdivision as open space in accordance with Zoning Regulations, shall include but shall not be limited to the following features, whether dedicated to City or retained in common non-public or private ownership: natural open space, natural parks, community parks, neighborhood parks, local parks, trails, streams, washes, hillsides, cliff line setbacks, golf courses, and any additional setbacks or frontage on roadways or along natural features which are voluntary and exceed City requirements or as otherwise recognized by City ordinance.

7.5.3 Compliance with Hillside Ordinance Requirements. Developer shall comply with any and all hillside ordinance requirements as outlined in St. George City

Code 10-13A-1 et seq. These requirements shall apply in addition to any open space requirements.

7.5.4 Public Parks and Trails. Parks and trails shall be established within the Planned Community according to the following criteria: four acres of park land shall be established for every 1000 of population within the Planned Community, based on a residential population factor of 2.5 persons per dwelling unit. *Exhibit "C"* sets forth an estimate of the total park and trail areas within the Planned Community. The Planned Community total park and trail areas include local parks, neighborhood parks, community parks, natural parks, and trails.

Neighborhood Parks, Natural Parks, and Trails: Developer or Secondary Developer shall dedicate land to City for neighborhood parks, natural parks, and trails. Such dedications will occur from time to time as plats for residential subdivisions in the Planned Community are recorded, with the quantity of land dedicated for parks and trails based on the density of the proposed subdivision at the time of platting according to the above criteria. In addition to dedicating land, Developer or Secondary Developer shall construct "basic" neighborhood parks and trails at its own expense in accordance with the City's Neighborhood Park Design manual and shall dedicate to the City such constructed trails, and such constructed park facilities that are over 4 acres in size. Developer or Secondary Developer shall commence construction of the neighborhood parks and trails no later than the time when 75% of the units in the related subdivision have been completed. City shall, at its sole discretion, bear the cost of any enhancements to the parks above and beyond the "basic" park standards. City shall be responsible to maintain trails and public parks 4 acres and above which are dedicated to City. Trails dedicated to the City shall consist of Regional Trails 10' in width and Community Trails 8' in width. See Exhibit 3.4 Open Space & Trails Plan for the routing of Regional and Community trails.

Community Park: Developer or Secondary Developer shall dedicate 10 acres of land within area P-5 shown on Exhibit 3.4 for a community park, or in another location within the Planned Community suitable for a community park as mutually agreed to by Developer and City. Such dedication shall occur no later than 5 years from the effective date of this Agreement. City shall bear the cost of the construction and improvement of the community park. The timing of the construction of the community park shall be in City's sole discretion. If Developer or Secondary Developer elects to construct the community park prior to the time the City desires to construct the community park, then City may execute an agreement with Developer or Secondary Developer to address the Impact Fee Credits and building of the community park at that time. In accordance with section 7.33, Developer shall be responsible for the construction of roadways within the Planned Community including any planned roadway fronting the Community Park.

7.5.5 Golf Course and Recreation Facilities. Developer may pursue the design and development of a golf course or other recreation facilities within any zone within the Planned Community. If developed, all portions of such facilities within the Planned Community shall count toward Open Space requirements and shall not replace or substitute any requirement for neighborhood or community parks requirements as outlined in this Agreement and by applicable City ordinances.

7.5.6 Monitoring and Reporting Open Space as Development Progresses. With the filing of each subdivision plat in the Planned Community for approval with City, Developer, or Secondary Developer filing such plat, shall submit with the same a report on Open Space which: (a) identifies by map or description the amount of Open Space (and total acreage of the same) within the subdivision; (b) identifies by map or description the Open Space (and total acreage of the same) utilized to meet Open Space requirements for plats previously approved.

7.6 Density of Residential Units. Residential unit densities in each individual Planning Area are set forth in the Zone Plan.

7.7 Improvement Costs. Developer will bear all on-site development and improvement costs necessitated by development of the Planned Community, except (i) as otherwise provided in the MOU, this Agreement, any existing or subsequent cost sharing agreements or other subsequent agreements between Developer and City, (ii) for those costs that City customarily or by statute or ordinance bears with respect to development within its jurisdiction (Developer acknowledges that City handles these matters on a project basis), (iii) for those costs for which Developer is granted Impact Fee Credits or other allowances, and (iv) for the costs of any City-requested upsizing or additional capacities or additional improvements, and (v) for the costs of improvements related to City owned trails, parks, open spaces and public buildings. However, Developer recognizes that developing without a particular order of progress puts greater strain on the development of public improvements. Therefore, Developer will coordinate its development with the construction of roads, utilities, etc., to decrease any potential strain on the system.

7.7.1 Construction of Master On-site Improvements. Developer may enter into different types of transactions with Secondary Developers with respect to Planning Areas, including without limitation sales, development leases or ground leases. As a condition of such transactions Developer may contractually obligate the Secondary Developer to install, construct, complete and dedicate all or any portion of the Master On-site Improvements. The Master On-site Improvements servicing, attributable to and appurtenant to a Planning Area, as set forth in the Engineering Drawing for such Planning Area, shall be completed by the Secondary Developer in conjunction with the development of the Planning Area.

7.7.2 Construction of Secondary On-site Improvements. Secondary On-site Improvements shall be completed and bonded for as required for all other subdivisions in City and as set forth in City ordinances and standards. Such completion and/or bonding shall be the responsibility of each individual Secondary Developer in the course of developing individual subdivisions within the Planned Community.

7.8 Easement and Right of Way Dedication. Except as otherwise provided in the MOU, this Agreement, or any subsequent agreement between Developer and City, public easements and public rights of way identified in the Zone Plan shall be granted or dedicated at no cost to City as a part of the Record of Survey Road Dedication Plat to benefit each Planning Area in an overall comprehensive plan for the Planned Community. City and Developer shall grant cross easements as may be required by the Record of Survey for the entire Planned Community. Developer shall reserve such easements as are reasonably necessary for drainage of the Planned

Community's runoff and irrigation tail waters. Such easements shall be located as to minimize impact on the servient property.

7.9 City Facilities and Landscape Improvements. City will permit and cooperate in Developer's efforts to ameliorate the landscaping and design impact of City's irrigation system, water, drainage, and reuse system, including water feature design. In addition, City will permit and cooperate in Developer's efforts to enhance and improve landscaping features on any City owned property within Ge Planned Community. To the extent reserved by Developer, Developer will dedicate to City when appropriate such easements in locations acceptable to Developer as shall be reasonably necessary to accommodate City's irrigation system water and reuse system water.

7.10 Impact Fee Reimbursements. City may reimburse Developer or Secondary Developer for actual costs based on any future agreement between City and Developer. The City will only build community parks when, at City's sole discretion, the development of property within the Planned Community has progressed to the point that a community park is needed. If the Developer elects to build a community park earlier, then the City may execute an agreement with Developer to address the impact fees and building of the community park at that time.

7.11 Model Homes and Sales Center. Developer and/or Secondary Developers may construct model home complexes and sales centers in one or more Planning Areas. Plans for such shall be reviewed and approved by the Master Association.

7.12 Mineral Extraction and Aggregate Processing. Developer may, on property owned by Developer or where mineral rights are retained or obtained, throughout the course of the development of the Planned Community, develop or permit development of one or more mineral extraction sites and aggregate processing plants on the Development Property and may sell or utilize the products of such operations within and outside the Planned Community, subject to permitting requirements for such operations as set forth in City ordinances and other applicable law.

7.13 Cooperation in Obtaining Available Funding. Developer intends to explore all available sources of financing for the development of the Planned Community and completion of the improvements required, including private and public sources, wherever available. City agrees to cooperate with Developer as needed and consistent with City's best interests, to assist Developer and to sponsor Developer's requests when appropriate, in obtaining and using any state, regional or federal funds, including but not limited to grants, funds, or other monies that may be available or become available for the acquisition, construction, or maintenance of public facilities within the Planned Community. Furthermore, without being bound to the creation or implementation of the same, the parties agree to discuss the possibility of utilizing one or more special improvement districts or other similar public financing vehicles to finance public improvements within the Planned Community, to the extent authorized by applicable state law.

7.14 Regulatory Matters. City and Developer shall reasonably cooperate with respect to compliance with regulatory matters that affect both parties with respect to the

development of the Planned Community. Other requirements of law and processes typical to the development process that are not covered by this Agreement are not waived by this Agreement, but all such processes shall proceed consistent with this Agreement.

8. Miscellaneous.

8.1 Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Development Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Development Property.

8.2 Assignment. This Agreement and each of the provisions, terms or conditions hereof can be assigned by Developer to another party provided that the responsibilities and obligations arising hereunder are also assigned.

8.3 No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto or any rights or benefits to third parties, except as expressly provided herein.

8.4 Integration. The parties acknowledge and agree that this Agreement does not supersede the MOU and that the MOU continues to be a valid and binding agreement. This Agreement, the MOU, the Zoning Application dated October 2007, the Traffic Impact Study dated October 2007, and in other traffic related correspondence between Developer's representative (Orth-Rodgers Inc.) and City contain the entire agreement between the parties with respect to the subject matter hereof and thereof and integrate all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

8.5 Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be given using one of the following methods of delivery: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile, or email. Notices shall be effective upon receipt. Any party giving a notice shall address the notice to the receiving party at the following addresses:

City:

City Manager
St. George City Hall
61 S Main Street
St. George, Utah 84770
Email:
john.willis@sgcityutah.gov

Developer:

Desert Canyons Development, Inc.
Attn: Curt Gordon, President
113 East 200 North #2
St. George, Utah 84770
Fax: 435-688-2277
Email:
curt@desertcanyonsdevelopment.com

With a copy to:

City Attorney
St. George City Hall
61 S Main Street
St. George, Utah 84770
Email:
ryan.dooley@sgcityutah.gov

With a copy to:

Chris Engstrom
Durham, Jones & Pinegar, P.C.
192 East 200 North, Third Floor
St. George, UT 84770
Fax: 435-628-1610
Email: cengstrom@djplaw.com

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

8.6 Governing Law. The laws of the State of Utah govern all matters arising out of or relating to this Agreement.

8.7 Interpretation. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

8.8 Successor and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.9 Court Costs. In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

8.10 Expenses. Developer and City each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein. In the event of any action under or related to this Agreement, with or without suit, the party which is found in default, or the party against whom a right or forfeiture is successfully asserted, shall pay the costs and disbursements of such action.

8.11 Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

8.12 Effective Date. This Agreement shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

[SIGNATURE PAGE TO FOLLOW]

CITY of ST. GEORGE:

Jimmie B. Hughes, Mayor

ATTEST:

[seal]

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
St. George City Attorney

By: _____
(name)(title)

STATE OF UTAH)
: ss.

COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____,
2026, by Mayor Jimmie B. Hughes as authorized.

NOTARY PUBLIC

Residing at:
My Commission Expires:

Developer:
DESERT CANYONS DEVELOPMENT, INC.

By: _____
Curt Gordon, President

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Curt Gordon the President of Desert Canyons, Inc.

NOTARY PUBLIC

Residing at:
My Commission Expires:

EXHIBIT A
Legal Description

Secs. 25, 26, 27, 34, 35, and 36; T43S, R15W, SLB&M

July 1, 2009

LEGAL DESCRIPTION
Desert Canyons Boundary

Beginning at the Northwest Corner of Section 27, Township 43 South, range 15 West, Salt Lake Base and Meridian; said point being the POINT OF BEGINNING;

Thence running along the North Section Line of Section 27, South 88°44'29" East, 1,981.30 Feet; thence leaving said Section line South 24°33'54" West, 2,429.64 Feet; thence South 65°26'06" East, 981.62 Feet; thence South 24°02'57" West, 352.26 Feet; thence South 65°48'31" East, 2,007.19 Feet; thence North 24°33'54" East, 3,338.59 Feet; thence South 88°49'13" East, 2,968.49 Feet; thence North 39°22'33" West, 867.31 Feet to a point on the Northerly Section Line of Section 26; thence running along said Section Line, South 88°49'36" East, 564.01 Feet to the North One-Quarter Corner of Section 26; thence running along the North Section Line of Section 26, South 88°52'03" East, 2,641.93 Feet to the Northeast Corner of Section 26; thence running along the North Section Line of Section 25, South 88°50'19" East, 2,638.35 Feet to the North One-Quarter Corner of Section 25; thence running along the North Section Line of Section 25, South 88°50'25" East, 2,638.80 Feet to the Northeast Corner of Section 25; thence running along the East Section Line of Section 25, South 01°09'47" West, 2,642.41 Feet to the East One-Quarter Corner of Section 25; thence running along the East Section Line of Section 25, South 01°11'15" West, 2,311.62 Feet; thence leaving said Section Line North 88°50'01" West, 658.56 Feet; thence South 01°10'16" West, 330.25 Feet to a point on the Southerly Section Line of Section 25; thence running along said Section Line, North 88°50'05" West, 1,975.41 Feet to the South One-Quarter Corner of Section 25; thence running along the South Section Line of Section 25, North 88°50'05" West, 2,643.07 Feet to the Southwest Corner of Section 25; thence running along the Easterly Section Line of Section 35, South 01°10'49" West, 2,638.51 Feet to the East One-Quarter Corner of Section 35; thence running along the East Section Line of Section 35, South 01°34'56" West, 523.65 Feet to a point on the Utah/Arizona Stateline, said point also being the Southeast Corner of Section 35; thence running along said Stateline on a line projected between Stateline Monument 31m and 30m, North 88°44'59" West, 3,297.50 Feet to Stateline Monument 30m; thence running said Stateline North 88°47'01" West, 5,275.91 Feet to Stateline Monument 29m; thence running along said Stateline North 88°43'59" West, 1,985.51 Feet to the Southwest Corner of Section 34; thence running along the West Section Line of Section 34, North 01°08'39" East, 521.74 Feet to the West One-Quarter Corner of Section 34; thence running along the West Section Line of Section 34 North 01°10'29" East, 2,639.44 Feet to the Northwest Corner of Section 34; thence running along the West Section Line of Section 27, North 01°09'44" East, 2,640.24 Feet to the West One-Quarter Corner of Section 27; thence running along the West Section Line of Section 27, North 01°09'45" East, 2,640.96 Feet to the POINT OF BEGINNING.

Less and Excepting all of the Southern Parkway right-of-way as described by Special Warranty Deed and recorded as Document Nos. 20080018844, 20080018845, 20080018846, 20080018878, 20080018879, and 20080018880 on file with the Washington County Recorder's Office.

Containing 99,719,265 Square Feet or 2,289.23 Acres, more or less.

EXHIBIT B

Memorandum of Understanding

The Memorandum of Understanding dated July 16, 1998 between Leucadia Financial Corporation and the City of St. George is incorporated herein by this reference as if fully set forth herein.

**MEMORANDUM OF UNDERSTANDING
FOR DEVELOPMENT OF THE SOUTH BLOCK PROPERTY**

THIS MEMORANDUM OF UNDERSTANDING FOR DEVELOPMENT OF THE SOUTH BLOCK PROPERTY (hereafter, "Agreement") is made and entered into at St. George, Utah, as of the 14 day of July, 1998, by and between the City of St. George, a Utah City of the third class (the "City"), and Leucadia Financial Corporation, a Utah corporation ("Leucadia"). The City and Leucadia are hereinafter sometimes collectively referred to as the "Parties".

RECITALS

A. The City is the owner of a certain tract of real estate located in the Tortoise Habitat Conservation Area comprising approximately 420.96 gross acres (the "Tortoise Property"). The Tortoise Property is legally described on Exhibit "A" attached hereto.

B. The City is the owner of a certain tract of real estate located in the Black Hills Subdivision comprising approximately 1.17 gross acres (the "Black Hill Property"). The Black Hill Property is legally described on Exhibit "B" attached hereto.

C. The United States Bureau of Land Management ("BLM") is the owner of (i) a certain tract of real estate which is located partly within the City and partly in unincorporated Washington County, the County portion of which is contiguous to the corporate limits of the City, comprising approximately 2,682.92 gross acres (the "South Block Property"); (ii) approximately 29.34 acres in the Atkinville area ("Atkinville Property"); and (iii) approximately 19.55 acres on Webb Hill (the "BLM Webb Property"). These tracts are collectively known as the "BLM Properties". The BLM Properties are legally described on Exhibit "C" attached hereto. The City has adopted a policy declaration pursuant to Utah Statutes § 10-2-414 designating the County portion of the South Block Property for annexation.

D. Leucadia is the owner of a certain tract of real estate located within the City, comprising approximately 234.21 gross acres (the "Webb Hill Property"). The Webb Hill Property is legally described on Exhibit "D" attached hereto.

E. On October 19, 1995, the City adopted a Resolution Approving Zone Change for Webb Hill from OS-20 to R-1-40 Subject to Conditions (the "Resolution"), which Resolution adopted as conditions the terms, conditions and limitations of a Development Stipulation made by Leucadia (the "Development Stipulation").

F. In the Development Stipulation, Leucadia agreed that it would not develop the face of Webb Hill for three years while the City, the BLM and Leucadia negotiated the terms of an exchange agreement.

G. The City, Leucadia and the BLM have negotiated a land trade and exchange agreement whereby the City will convey the Tortoise Property to the BLM in exchange for the BLM's conveyance of the BLM Properties to the City, and the City then will convey the BLM Properties and the Black Hill Property to Leucadia in exchange for Leucadia's conveyance of the Webb Hill Property to the City. After taking into account the appraised values of the lands involved in the trade, there are certain imbalances in the trade which the Parties will resolve through non monetary agreements related to the development of some of the properties involved in the trade.

H. In consideration for the trade, and in furtherance of the Resolution and the Development Stipulation, the Parties now seek to specify certain development conditions and obligations for the annexation and eventual development of the South Block Property and related lands. To that end, Leucadia is about to materially change its positions in reliance upon the execution of this Agreement by the City and the performance by the City of its undertakings contained herein.

NOW, THEREFORE, in consideration of the foregoing preambles and in consideration of the mutual covenants, agreements, and conditions hereinafter contained, and the benefits anticipated to inure to each of them, the Parties do hereby agree as follows:

1. RECITALS.

1.1 The foregoing recitals are material to this Agreement and are incorporated herein, as if restated in their entirety in this Article 1.

1.2 This Agreement and all of the Parties' rights, obligations and liabilities under this Agreement, at the option of Leucadia upon notice to the City, shall terminate and become null and void if Leucadia fails to acquire title to the BLM Properties.

2. ANNEXATION OF REMAINDER OF SOUTH BLOCK PROPERTY.

2.1 Annexation. The City shall, to the best of its ability, upon receipt of a proper petition for annexation from Leucadia, annex into the City all portions of the South Block Property which then are not located within the City. Both Leucadia and the City agree to cooperate in the annexation process.

2.2 Zoning. Upon annexation of the remainder of the South Block Property, the entire South Block Property shall be zoned in accordance with a master plan prepared for the property and mutually acceptable to both parties. In the event the master plan is not completed

at the time of annexation the property shall be zoned "Mining and Grazing", until such time as a master plan is mutually acceptable and approved by the City, at which time the zoning shall be in accordance with the master plan. It is mutually understood the property may be developed with various densities of single and multi-family residential housing, as well as commercial, industrial and office zoned areas.

2.3 Utilities. Upon annexation, the City shall extend to Leucadia the same privileges and rights with regard to St. George City water and sewer service as are currently available to any other land owner within the City's municipal boundaries. Leucadia understands that it may be required to pay a portion or all of the cost of utility extensions to the South Block Property.

3. FUTURE AIRPORT.

3.1 Airport Site. Approximately 313.93 acres of land located within the South Block Property ("the Airport Site") may be affected by the possible future construction and operation of the new St. George City Airport. The Airport Site is legally described on Exhibit "E" attached hereto and is divided into areas hereinafter described as the "249.75-Acre Site" and the "64.18-Acre Site."

3.2 Deed Restriction on Airport Site. Leucadia agrees that the Airport Site will be subject to whatever deed restrictions are imposed by the Federal Aviation Administration or St. George City on similar land similarly located near other airports in order to safely and efficiently operate an airport.

3.3 Option for City to Acquire 249.75-Acre Site. Leucadia hereby grants to the City the option to acquire for airport purposes only, the 249.75-Acre Site at a purchase price of \$700 per acre plus an amount equal to 15% thereof compounded annually from the date of the land trade referenced herein to the date the land is conveyed to the City. The term of this option shall run for a period of five years starting on the date of this Agreement and ending on the fifth (5th) anniversary of the date of this Agreement. At the end of the five-year option period, if the City has not exercised this option, the City shall have a first right of refusal to acquire for airport purposes only the 249.75-Acre Site for a period of five years beginning on the day following the last day of the five-year option period, and ending on the tenth (10th) anniversary of the date of this Agreement. The purchase price of the 249.75-Acre Site pursuant to such right of first refusal shall be the then fair market value of the 249.75-Acre Site as determined by appraisal. If the City and Leucadia cannot agree on an appraiser to use for the appraisal, each entity may select its own appraiser, both of whom will work together in deriving a fair market value for the 249.75-Acre Site. If the first two appraisers cannot agree, on the then fair market value of the 249.75-Acre Site, the first two appraisers will select a third appraiser who will determine such value, and whose decision shall be binding upon the City and Leucadia. Under no circumstances shall the value and purchase price of the 249.75-Acre

Site be less than \$700 per acre plus an amount equal to 15% thereof compounded annually from the date of the land trade referenced herein to the date the land is conveyed to the City.

3.4 Option for City to Acquire 64.18-Acre Site. Leucadia hereby grants to the City the option to acquire for airport purposes only the 64.18-Acre Site at a purchase price equal to the fair market value of the 64.18-Acre Site as determined by appraisal. The term of this option shall run for a period of five years starting on the date of this Agreement and ending on the fifty (5th) anniversary of the date of this Agreement. If the City and Leucadia cannot agree on an appraiser to use for the appraisal, each entity may select its own appraiser, both of whom will work together in deriving a fair market value for the 64.18-Acre Site. If the first two appraisers cannot agree on the fair market value of the 64.18-Acre Site, the first two appraisers will select a third appraiser who will determine such value and whose decision shall be binding upon the City and Leucadia. At the end of the five-year option period, if the City has not exercised this option, the City shall have a first right of refusal to acquire for airport purposes only the 64.18-Acre Site for a period of five years beginning on the day following the last day of the five-year option period and ending on the tenth (10th) anniversary of the date of this Agreement, at a purchase price equal to its fair market value as determined by a competing offer or the appraisal process set forth above in this Section 3.4.

3.5 Exercise of Options to Acquire and First Rights of Refusal to Acquire. The City may exercise either or both options to acquire the 249.60 -Acre Site and/or the 64.18-Acre Site granted in this Article 3 only by providing written notice of such exercise to Leucadia in the manner set forth in Article 3 hereof, no later than the thirtieth (30th) day prior to the date of expiration of the term of the applicable option to acquire or first right of refusal to acquire. The City may exercise either or both of its rights of first refusal to acquire the 249.75-Acre Site or the 64.18-Acre Site only by providing written notice of such exercise to Leucadia in the manner set forth in Article 3 hereof, prior to the tenth (10th) anniversary of this Agreement but not later than the thirtieth (30th) day after the date that the City is advised, by Leucadia or otherwise, that the 249.75-Acre Site or the 64.18-Acre Site, as the case may be, is being sold by Leucadia. In the event the purchase price for any such transaction is to be determined by appraisal, the same shall be determined within sixty (60) days following the date of exercise of the option or the right of first refusal by the City. The City shall agree to use its best efforts to close the purchase and sale of the 249.60 -Acre Site and/or the 64.18-Acre Site, as appropriate, within ninety (90) days following such exercise. In no case shall the closing occur later than one hundred-eighty (180) days following the exercise of the option or the right of first refusal. If the City is unable to close the purchase and sale within the one hundred-eighty day (180) day period at no fault of Leucadia, then the option or options shall immediately expire at the end of said period. If the delay in closing is due to an issue or issues under Leucadia's control, the closing shall take place no later than ten (10) days after Leucadia has resolved said issues. Leucadia shall convey fee simple title to the 249.60 -Acre Site and/or the 64.18-Acre Site to the City, by Special Warranty Deed, subject to all easements, covenants, conditions and restrictions of record on the date of closing in exchange for City's payment of the purchase price

3.6 City's Duty to Reconvey. In the event that the City shall exercise any option to acquire, or any first right of refusal to acquire, the 249.75-Acre Site and or the 64.18-Acre Site granted in Article 3, the City agrees that it will use the Airport Site, and every portion thereof, for airport purposes only, and that the City will not use any portion of the airport Site for any other purpose. In the event that the City thereafter determines that any portion of the Airport Site is not necessary or convenient for airport purposes, then the City shall promptly reconvey to Leucadia fee simple title to said portion by good, sufficient and recordable quit claim deed (subject to no encumbrances, liens or restrictions other than those existing at the time of conveyance to the City), and Leucadia shall return to the City the purchase price (or a proportionate share of the purchase price, in the event of a reconveyance of any portion of the Airport Site) with interest. The interest rate used to calculate the interest portion of the reimbursement shall be the Citibank prime rate of interest in effect at the time the reconveyance is triggered, compounded annually from the date of the City's purchase. The deed of conveyance from Leucadia to the City under Paragraphs 3.3 and 3.4 above may, in Leucadia's judgment, contain a right of reverter or similar provision setting forth the agreements contained in this Paragraph 3.6.

4. ROAD ISSUES.

4.1 Road Master Plan. The Parties agree to accept the location of the road layout shown in the South Block Master Road Plan (Exhibit "F") with the understanding the roads may need minor adjustment as actual engineering of these roads takes place.

4.2 Dedication of Land for Roads. Leucadia agrees that, when road development is imminent and the exact location of the road is determined, Leucadia will deed the land under the proposed roadway depicted on the South Block Master Road Plan to the City or the State of Utah Department of Transportation ("UDOT") free and clear of any encumbrances created by Leucadia. It is agreed the right-of-way for the main east/west road shall be 186 feet in width, and the right-of-way for the airport access roads shall be 80 feet in width.

4.3 Construction Costs. In exchange for deeding the land for the roads to the appropriate government entity, Leucadia will not be required to pay, through special improvement district or any other means, any construction or other costs associated with the improvement of the roads depicted on the South Block Master Road Plan, other than expenditures required by the City's rules and regulations of general application for curb, gutter and sidewalk where Leucadia's development abuts said roads. If Leucadia develops any portion of the South Block Property prior to the construction of the roads depicted on the South Block Master Road Plan, Leucadia will be responsible for the cost of construction of roads sufficient for Leucadia's development needs, but will not be required to participate in any upgrading or over sizing of these roads, which upgrading or over sizing shall be the sole responsibility of the City or UDOT, as the case may be.

4.4 Access. The City shall allow curb cuts and road entries as requested by Leucadia to access its land as shown on the South Block Master Road Plan.

5. INDIAN RUN MITIGATION.

The BLM has previously approved the mitigation plan for the archeological sites on the South Block Property as provided in that certain Memorandum of Agreement Submitted to the Advisory Council on Historic Preservation Pursuant to 36 CFR 800.6(a) for the Fort Pearce Wash Desert Tortoise Exchange Tract (the "Preservation Agreement") attached hereto as Exhibit "G." Leucadia shall complete said mitigation plan within three years, at a cost of approximately \$105,000.

6. CITY REQUIREMENTS.

Except as provided herein or in any exhibit attached hereto, Leucadia shall be subject to and comply with all of the provisions of the City's Zoning Ordinance, the Subdivision Control Ordinance, Building Code and all other applicable ordinances, codes, rules and regulations in effect from time to time, including, without limitation, the amount of all fees, charges, expenses, and costs provided for therein.

7. COOPERATION OF THE PARTIES.

It is understood and agreed that time is of the essence of this Agreement and that all Parties will make every reasonable effort to expedite the completion of the matters described herein. It is further understood and agreed that the successful consummation of this Agreement requires the continued cooperation of the Parties. In connection with Leucadia's performance of its obligations under this Agreement, the City agrees to execute such applications and documents as may be necessary to obtain approvals and authorizations from other governmental or administrative agencies and to cooperate otherwise to the extent necessary to support Leucadia's performance of those obligations.

8. CONFLICT BETWEEN THIS AGREEMENT AND CITY ORDINANCES.

If any pertinent existing resolutions or ordinances, or interpretations thereof, of the City are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed in pursuance hereof shall constitute lawful and binding amendments to, and shall supersede the terms of said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to the Development

9. TERM

This Agreement shall be binding upon and inure to the benefit of the Parties, the successors to Leucadia, and any successor municipal authorities of the City and successor municipalities, for a period of 50 years from the date of execution hereof (the "Term"). In the

event of the annexation of the Subject Properties to the City, the zoning of the Subject Properties or the execution and delivery of this Agreement is challenged either directly or indirectly in any court proceeding which shall delay the construction of the Development, the period of time during which such litigation is pending, to the extent permitted by law, shall not be included in calculating such Term.

10. ASSIGNABILITY.

This Agreement shall run with the land and, as such, shall be assignable to and binding upon subsequent grantees and successors in interest of Leucadia. In the event Leucadia sells the South Block Property, Leucadia shall have no further liability under this Agreement.

11. NOTICES.

All notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses or faxed to the Parties at the following facsimile numbers:

- | | | |
|-----|-----------------|---|
| (a) | If to City: | Gary Esplin, City Manager
City of St. George
175 East 200 North
St. George, Utah, 84770 |
| (b) | If to Leucadia: | Lawrence W. Pinnock
Leucadia Financial Corporation
529 East South Temple
Salt Lake City, Utah, 84102 |

With copies to:	Morton M. Steinberg, Esq. Rudnick & Wolfe 203 N. LaSalle Street Suite 1800 Chicago, Illinois 60601-1293 FAX: (312) 236-7516
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or to such other address or facsimile number as any party may from time to time designate in written notice to the other Parties. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U. S. mails, in the case of notice sent by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the day and time of transmission)

12. SEVERABILITY.

If any provision of this Agreement is held invalid, such provision shall be deemed to be removed therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

13. REMEDIES AND ENFORCEABILITY.

(a) Any party to this Agreement may, either in law or equity, by suit, action, mandamus, or other proceedings, enforce or compel performance of this Agreement. No action taken by any party hereto pursuant to the provisions of this Article 13 or pursuant to the provisions of any other Article of this Agreement shall be deemed to constitute an election of remedies, and all remedies set forth in this Agreement shall be cumulative and nonexclusive of otherwise available to any party at law or in equity.

(b) In the event of a material breach of this Agreement, the Parties agree that the party alleged to be in breach shall have 30 days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein (provided, however, that said 30-day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

(c) If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected by such default shall have given notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within 30 days of such default notice (or any extension of said 30 day period if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses incurred by it in connection with action taken to cure such default.

(d) Notwithstanding the foregoing, under no circumstances shall any of the Parties be liable to the other Parties for any consequential or punitive damages as a result of a default by any party under this Agreement.

(e) The failure of any of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, imposed upon any other party, shall not be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

14 CAPTIONS AND DESIGNATIONS.

Throughout this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Article and Section numbers and caption headings are purely descriptive and shall be disregarded in construing this Agreement.

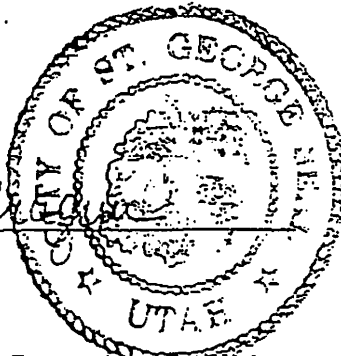
15 INTEGRATION/EXHIBITS.

This Agreement constitutes the entire agreement and understanding of the Parties relative to the subject matter hereof superseding all prior agreements, understandings and negotiations (all of which are expressly merged herein). All exhibits to this Agreement are incorporated herein by this reference thereto.

IN WITNESS WHEREOF, Leucadia and the City have executed this Agreement, all on or before the day and year first above written.

ATTEST:

City Clerk



CITY:

CITY OF ST. GEORGE, a Utah City of the third class

By:

Mayor

Approved by Resolution of the Mayor and Commissioners of the City of St. George, Utah, this 16 day of July, 1998.

LEUCADIA:

LEUCADIA FINANCIAL CORPORATION,
a Utah corporation

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

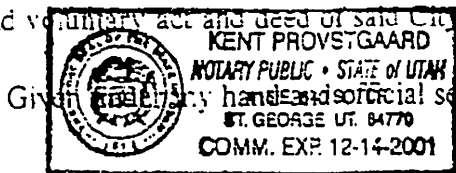
STATE OF UTAH)

) SS.

COUNTY OF Wasatch)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Daniel D. McArthur and Gary C. Cramer, personally known to me to be the City Mayor and City Clerk, respectively, of the City of St. George, and

personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and severally acknowledged that as such City Mayor and City Clerk, they signed and delivered the said Agreement as such City Mayor and City Clerk, and caused the corporate seal of said City to be affixed thereto, pursuant to authority given by the Board of Trustees of said City, as their free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.



Given under my hand and official seal, this 21 day of July, 1998.

Kent Provstgaard
NOTARY PUBLIC

STATE OF UTAH

COUNTY OF Salt Lake) SS.
)

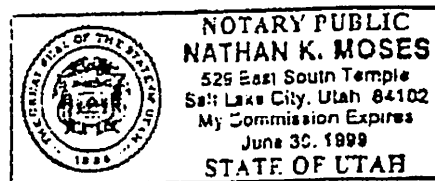
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Patrick D. Bienvenue, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, as President of Leucadia Financial Corporation, he signed and delivered said Agreement, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 30 day of July, 1998.

Nathan K. Moses
Notary Public

My Commission Expires:

June 30 1999



LIST OF EXHIBITS

- EXHIBIT A: Legal Description of Tortoise Property
- EXHIBIT B: Legal Description of Black Hill Property
- EXHIBIT C: Legal Description of South Block Property
- EXHIBIT D: Legal Description of Webb Hill Property
- EXHIBIT E: Legal Description of the Airport Site
- EXHIBIT F: South Block Master Road Plan
- EXHIBIT G: Preservation Agreement

EXHIBIT C

Desert Canyons Zoning Designation and Open Space Summary

(see attached)

Table 3.2 (Addendum #3)
DESERT CANYONS ZONING DESIGNATION & OPEN SPACE SUMMARY
 June, 2009

Desert Canyons Gross Area 2289.06 Acres
 Total Dwelling Units 6317 Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

Residential Zones				Open Space %	Open Space Area	
	R1-12	63.77	Acres	15%	9.57	*May include open space off parcel
	R1-10	479.45	Acres	15%	71.92	*May include open space off parcel
	R-3	88.88	Acres	15%	13.33	*May include open space off parcel
	PD-8	550.66	Acres	30%	165.2	May include front yards
	PD-12	119.35	Acres	30%	35.81	May include front yards
	Sub Total Residential Zones	1302.11	Acres		295.82	Residential Open Space

*only if P&O
 is in common
 element.*

Mixed Use Zones

	CRM	264.87	Acres	25%	66.22	Mixed Use Open Space
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Resort Zone

	R-1	130.41	Acres	25%	32.60	Resort Open Space
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Commercial and Industrial Zones

	AVI	118.26	Acres	25%	29.57	
	ASBP	295.49	Acres	25%	73.87	
	C-2	33.61	Acres	25%	8.40	
	Sub Total Commercial/Industrial	447.36	Acres		111.84	Comm. & Indust. Open Space May include parking lots etc.

Open Space Zones

	OS	144.31	Acres	0%		
		144.31	Total Plan Open Space			

Total All Areas 2289.06 **505.48** Total Required Open Space

DENSITY CALCULATION

Total Units 6317 Units
 Total Residential Land Area 1566.98 Acres
 Total Attributable Open Space 137.14 Acres
 Overall Density 3.71 units per acre

PARKS CALCULATION ESTIMATE

Population Factor	2.5 persons per unit	Community Parks 10 Acres
Projected Population	15792.5 people	Neighborhood Parks 20 Acres
**4 acres per 1000 population	63.2 Acres	Natural Park 40 Acres

OPEN SPACE BREAKDOWN

Predesignated Open Space 148.88
 Open Space Zone 137.14
 286.02

220.45 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following; Golf Course, Parks, Natural Parks, Natural Open Space, Trails, Storm Water Detention Basins, Recreation Areas, etc.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

EXHIBIT C

Desert Canyons Zoning Designation and Open Space Summary

(see attached)

REVISION 06/11/2026 (DESERT SKY R-1 ZONE CHANGE)

Table 3.2 (Revised Addendum #4)

DESERT CANYONS ZONING DESIGNATION SUMMARY

Note: Items in bold italic are adjustments realized since previous update: They may affect totals.

Desert Canyons Gross Area **2290.32** Acres

Total Dwelling Units **6317** Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

					Open Space Area	
					Open Space %	
Residential Zones						
	<u><i>R-1</i></u>	<u><i>13.26</i></u>	Acres	15	<u><i>1.99</i></u>	*May include open space off parcel
	R1-12	63.39	Acres	15%	9.51	*May include open space off parcel
	R1-10	385.574	Acres	15%	57.84	*May include open space off parcel
	R1-7	27.34	Acres	15%	4.10	*May include open space off parcel
	R-3	88.88	Acres	15%	13.33	*May include open space off parcel
	PD-8	<u><i>533.43</i></u>	Acres	30%	160.03	May include front yards
	PD-12	119.35	Acres	30%	35.81	May include front yards
	PD-R	12.401	Acres	30%	3.72	May include front yards
Sub Total Residential Zones		1230.365	Acres		284.33	Residential Open Space

Mixed Use Zones

CRM	315.66	Acres	25%	78.92	Mixed Use Open Space
-----	---------------	-------	-----	--------------	----------------------

Resort Zone

R-1	130.41	Acres	25%	32.60	Resort Open Space
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Commercial and Industrial Zones

AVI	115.62	Acres	25%	28.91	
ASBP	275.72	Acres	25%	68.93	
C-2	64.66	Acres	25%	16.17	

Sub Total Commercial/Industrial **456.00** Acres **114.00** Comm. & Indust. Open Space
May include Parking lots etc.

Open Space

OS	143.325	Acres	0%		
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Total All Areas **2275.76** Acres **509.85** Total Required Open Space

DENSITY CALCULATION

Total Units 6317 Units
Total Residential Land Area 1546.025 Acres
Total Attributable Open Space 137.14 Acres
Overall Density 3.75 units per acre

PARKS CALCULATION

Population Factor 2.5 persons per unit
Projected Population 15792.5 people
**4 acres per 1000 population 63.2 Acres

OPEN SPACE BREAKDOWN

Predesignated Open Space 148.88
Open Space Zone 137.14
286.02

223.83 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following; Golf Course, Parks, Natural Parks, Natural Open Space, Trails & Trail Corridors, Flood Plane outside floodway.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

EXHIBIT D

Deser Canyons Area Zone Plan

The Desert Canyons Area Zone Plan consists of the Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007 (contained in a separate binder), together with Addendum #1 thereto, dated November 20, 2007 (contained in a separate bound folder), Addendum #2 thereto, dated February 2008, (contained in a separate bound folder) Addendum #3 thereto, dated April, 2009 (contained in a separate bound folder), and Addendum #4 thereto dated August 2026 (contained in a separate bound folder) all of which are incorporated herein by this reference as if fully set forth herein.

ORDINANCE NO. _____

AN ORDINANCE AMENDING A DEVELOPMENT FOR THE PURPOSE OF AMENDING THE DEFINITIONS SECTION, PARAGRAPH 7.5.1, TABLE 3.2, AND EXHIBIT D TO INCLUDE THE R-1 ZONE TO BE KNOWN AS THE FIRST AMENDMENT TO THE DESERT CANYONS DEVELOPMENT AGREEMENT.

(THE FIRST AMENDMENT TO THE DESERT CANYONS DEVELOPMENT AGREEMENT)

WHEREAS, the property owner has requested a development agreement amendment for the purpose of amending the definitions section, paragraph 7.5.1, table 3.2, and exhibit D to include the R-1 zone to be known as The First Amendment to the Desert Canyons Development Agreement; and

WHEREAS, the City Council held a public meeting on this request on August 6, 2026, to consider amending the existing Tech Ridge development agreement; and

WHEREAS, the Planning Commission held a public hearing on the First Amendment to the Desert Canyons Development Agreement on July 14, 2026, and recommended approval with a 6-0 vote with no conditions:

WHEREAS, the City Council has determined that the amending the development agreement as proposed is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Adoption. The amendments to the development agreement as shown hereto as Exhibit "A" is hereby adopted and approved.

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 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” – Development Agreement Amendments

Definitions section

“Zone Plan” means and refers to the City-approved Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007, together with Addendum #1 thereto, dated November 20, 2007, and Addendum #2 thereto, dated February 2008, Addendum #3 thereto, dated April 2008, and Addendum #4 thereto, dated August 2026 as the same may be further amended through the normal zone change process, all of which are incorporated and made a part of this Agreement by reference as **Exhibit “D”** hereto.

7. General Obligations

7.5.1 Master Plan to Control Open Space. The designation of open space shall be in accordance with the Master Plan of the Planned Community. Each Planning Area shall comply on an individual basis with open space requirements as outlined in City Code and this Development Agreement. Exhibit “C” sets forth the amount of open space required for the project and in each respective zone. City and Developer agree that the total amount of open space for the Planned Community required by the Zoning Regulations, is ~~506.48~~ 509.85 acres as more particularly identified on Exhibit “C” hereto.

** Please note changes are circled in green

EXHIBIT C

Desert Canyons Zoning Designation and Open Space Summary

REVISION 06/11/2026 (DESERT SKY R-1 ZONE CHANGE)

Table 3.2 (Revised Addendum #4)

DESERT CANYONS ZONING DESIGNATION SUMMARY

Note: Items in bold italic are adjustments realized since previous update: They may affect totals.

Desert Canyons Gross Area **2290.32** Acres
Total Dwelling Units **6317** Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

				Open Space Area		
Residential Zones				Open Space %		
	R-1	13.26	Acres	15	1.99	* May include open space off parcel
	R1-12	63.39	Acres	15%	9.51	* May include open space off parcel
	R1-10	385.574	Acres	15%	57.84	* May include open space off parcel
	R1-7	27.34	Acres	15%	4.10	* May include open space off parcel
	R-3	88.88	Acres	15%	13.33	* May include open space off parcel
	PD-8	533.43	Acres	30%	160.03	May include front yards
	PD-12	119.35	Acres	30%	35.81	May include front yards
	PD-R	12.401	Acres	30%	3.72	May include front yards
Sub Total Residential Zones		1230.365	Acres		284.33	Residential Open Space

Mixed Use Zones

CRM	315.66	Acres	25%	78.92	Mixed Use Open Space
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Resort Zone

R-1	130.41	Acres	25%	32.60	Resort Open Space
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Commercial and Industrial Zones

AVI	115.62	Acres	25%	28.91	
ASBP	275.72	Acres	25%	68.93	
C-2	64.66	Acres	25%	16.17	

Sub Total Commercial/Industrial **456.00** Acres **114.00** Comm. & Indust. Open Space
May include Parking lots etc.

Open Space

OS	143.325	Acres	0%		
----	----------------	-------	----	--	--

Total All Areas **2275.76** Acres **509.85** Total Required Open Space

DENSITY CALCULATION

Total Units 6317 Units
Total Residential Land Area 1546.025 Acres
Total Attributable Open Space 137.14 Acres
Overall Density 3.75 units per acre

PARKS CALCULATION

Population Factor 2.5 persons per unit
Projected Population 15792.5 people
**4 acres per 1000 population 63.2 Acres

OPEN SPACE BREAKDOWN

Predesignated Open Space 148.88
Open Space Zone 137.14
286.02

223.83 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following: Golf Course, Parks, Natural Parks, Natural Open Space, Trails & Trail Corridors, Flood Plane outside floodway.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

EXHIBIT D

Desert Canyons Area Zone Plan

The Desert Canyons Area Zone Plan consists of the Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007 (contained in a separate binder), together with Addendum #1 thereto, dated November 20, 2007 (contained in a separate bound folder), Addendum #2 thereto, dated February 2008, (contained in a separate bound folder) Addendum #3 thereto, dated April, 2009 (contained in a separate bound folder), and Addendum #4 thereto dated August 2026 (contained in a separate bound folder) all of which are incorporated herein by this reference as if fully set forth herein.

Exhibit “B” – Development Agreement

Agenda Date: 08/06/2026

Agenda Item Number: 10

Subject:

Consider approval of Ordinance No. 2026-060 amending the City Zoning Map by changing the zone from PD-R (Planned Development Residential) to R-1 (Single Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 13.23 acres generally located east of Southern Parkway and north of Desert Sky Parkway. (Case No. 2026-ZC-012 - Desert Sky)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Desert Canyons Development, Curt Gordon

Reference Number: 2026-ZC-012

Address/Location:

Generally located east of Southern Pkwy and North of Desert Sky Pkwy

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

The underlying general plan is PD-8 (maximum 8 Dwelling Units per Acre) with the adjacent zoning of PD-R (Planned Development Residential). At their meeting held on July 14, 2026, the Planning Commission held a public hearing, and recommended approval with a unanimous vote of 6-0. No public comments were received.

Staff Narrative (need/purpose):

This application proposes a zoning map amendment for approximately 13.23 acres, changing the zoning designation from PD-R (Planned Development Residential) to R-1 (Single-Family Residential with no minimum lot size requirement and a 40-foot minimum lot width/frontage). The Planning Commission held a public hearing on July 14, 2026, no public comments were received. The subject property was originally designated PD-R as part of the Desert Canyons Zone Plan, which was approved by the City Council on July 16, 2009. The Zone Plan encompassed approximately 2,432 acres and established a variety of zoning designations throughout the development area. A Development Agreement was approved in conjunction with the Zone Plan. As part of the current application, amendments to both the Desert Canyons Zone Plan and the Desert Canyons Zoning Map are proposed to reflect the requested zoning change. The R-1 zone provides flexibility in lot sizes by eliminating a minimum lot area requirement. However, because the property's underlying General Plan land use designation is PD (Planned Development) PD-8, development within the R-1 zone is subject to a minimum lot frontage of 40 feet and a maximum residential density of eight dwelling units per acre.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

Zone Change
07/14/2026
08/06/2026

Desert Sky Zone Change (Case No. 2026-ZC-012)		
Request:	Consider an ordinance to amend the City Zoning Map by amending the zone from PD-R (Planned Development Residential) to R-1 (Single Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 13.23 acres generally located east of Southern Pkwy and North of Desert Sky Pkwy.	
Applicant:	Desert Canyons Development, Curt Gordon	
Location:	Generally located east of Southern Pkwy and North of Desert Sky Pkwy	
General Plan:	PD (Planned Development) PD-8 (8 Dwelling Units per Acre)	
Existing Zoning:	PD-R (Planned Development Residential)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	PD-R (Planned Development Residential)
	East	PD-R (Planned Development Residential)
	West	PD-R (Planned Development Residential)
Land Area:	Approximately 13.23 acres	



BACKGROUND:

This application proposes a zoning map amendment for approximately 13.23 acres, changing the zoning designation from PD-R (Planned Development Residential) to R-1 (Single-Family Residential with no minimum lot size requirement and a 40-foot minimum lot width/frontage). The Planning Commission held a public hearing on July 14, 2026, no public comments were received.

The subject property was originally designated PD-R as part of the Desert Canyons Zone Plan, which was approved by the City Council on July 16, 2009. The Zone Plan encompassed approximately 2,432 acres and established a variety of zoning designations throughout the development area. A Development Agreement was approved in conjunction with the Zone Plan. As part of the current application, amendments to both the Desert Canyons Zone Plan and the Desert Canyons Zoning Map are proposed to reflect the requested zoning change.

The proposed R-1 zoning district is a recently adopted residential zone that was recommended for approval by the Planning Commission in February 2026 and subsequently approved by the City Council on March 25, 2026. The R-1 zone provides flexibility in lot sizes by eliminating a minimum lot area requirement. However, because the property's underlying General Plan land use designation is PD (Planned Development) PD-8, development within the R-1 zone is subject to a minimum lot frontage of 40 feet and a maximum residential density of eight dwelling units per acre.

ZONE PLAN AMENDMENTS:

Section 3.1.F This section of the Desert Canyons Master Plan is updated to include the recently adopted R-1 zone adopted in 2026 by the City of St. George as follows (changes italicized and underlined in green text).

F. Neighborhood 3 medium and high-density residential uses are located in the easternmost part of the planning area east of the future Southern Parkway with neighborhood-serving amenities such as parks, a school, and commercial areas integrated within the neighborhood. This area connects to a planned town center near interchange #7. This neighborhood will carry the zoning designations of R-1, R-3, R1-10, and PD Residential (8 upa)...

Section 3.1. LAND USE SUMMARY. See the attached Land Use and Open Space Summary table (Table 3.2, Desert Canyons Zoning Designation) for Desert Sky Zone Change dated 6.11.26 including the R-1 zone adopted in 2026 by the City of St. George as follows (changes italicized and underlined and circled in green).

REVISION 06/11/2026 (DESERT SKY R-1 ZONE CHANGE)

Table 3.2 (Revised Addendum #4)

DESERT CANYONS ZONING DESIGNATION SUMMARY**Note: Items in bold italic are adjustments realized since previous update: They may affect totals.**Desert Canyons Gross Area **2290.32** AcresTotal Dwelling Units **6317** Units**RESTRICTED DEVELOPMENT AREAS**

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

Residential Zones			Open Space %	Open Space Area	
<i>R-1</i>	<i>13.26</i>	Acres	15	<i>1.99</i>	*May include open space off parcel
R1-12	63.39	Acres	15%	9.51	*May include open space off parcel
R1-10	385.574	Acres	15%	57.84	*May include open space off parcel
R1-7	27.34	Acres	15%	4.10	*May include open space off parcel
R-3	88.88	Acres	15%	13.33	*May include open space off parcel
PD-8	<i>533.43</i>	Acres	30%	160.03	May include front yards
PD-12	119.35	Acres	30%	35.81	May include front yards
PD-R	12.401	Acres	30%	3.72	May include front yards
Sub Total Residential Zones		1230.365 Acres		284.33	Residential Open Space

Mixed Use Zones

CRM	315.66	Acres	25%	78.92	Mixed Use Open Space
-----	---------------	-------	-----	--------------	----------------------

Resort Zone

R-1	130.41	Acres	25%	32.60	Resort Open Space
-----	---------------	-------	-----	--------------	-------------------

Commercial and Industrial Zones

AVI	115.62	Acres	25%	28.91	
ASBP	275.72	Acres	25%	68.93	
C-2	64.66	Acres	25%	16.17	

Sub Total Commercial/Industrial **456.00** Acres **114.00** Comm. & Indust. Open Space
May include Parking lots etc.

Open Space

OS	143.325	Acres	0%		
----	----------------	-------	----	--	--

Total All Areas **2275.76** Acres **509.85** Total Required Open Space

DENSITY CALCULATION

Total Units	6317 Units
Total Residential Land Area	1546.025 Acres
Total Attributable Open Space	137.14 Acres
Overall Density	3.75 units per acre

PARKS CALCULATION

Population Factor	2.5 persons per unit
Projected Population	15792.5 people
**4 acres per 1000 population	63.2 Acres

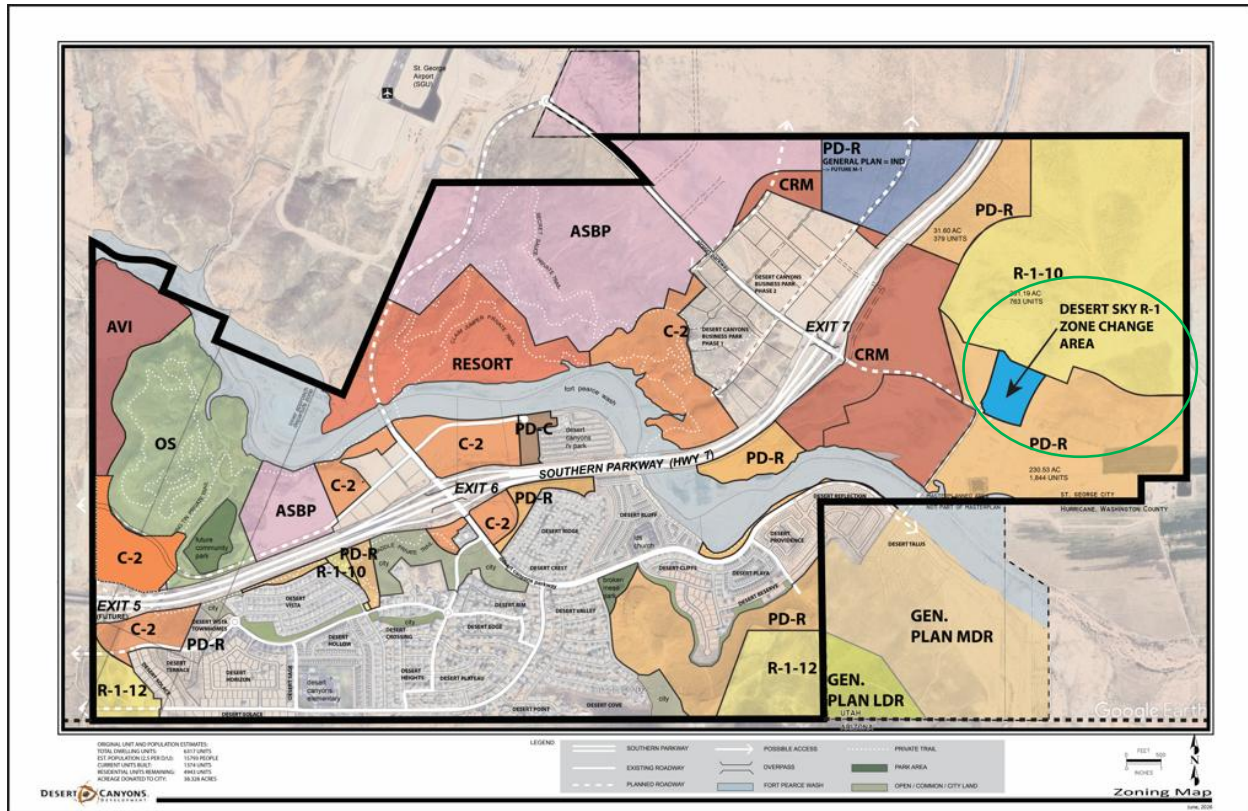
OPEN SPACE BREAKDOWN

Predesignated Open Space	148.88
Open Space Zone	137.14
	286.02

223.83 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following; Golf Course, Parks, Natural Parks, Natural Open Space, Trails & Trail Corridors, Flood Plane outside floodway.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

Desert Canyons Zoning Map Amendment:**NOTICING:**

Notice letters were sent to property owners within a 500 ft. radius of the rezone and notices were posted in three (3) public places on the City website, State website, and on the bulletin board in the City.

RECOMMENDATION:

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

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the zone change for Desert Sky, case number 2026-ZC-012, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. That the proposed zone change still lines up with the PD (Planned Development) PD-8 (8 Dwelling Units per Acre) designation in the General Plan, and it gives a little more flexibility on lot sizes while staying within the expected density.
2. That this zone change is a continuation of what was already anticipated with the original PD zoning, where the details were anticipated to be worked out later through plats and follow-up approvals.

3. That the surrounding area already has a mix of residential zones, so moving to R-1 here isn't introducing anything out of character with what's already there.
4. That shifting to the R-1 zone should make it easier to design and phase the subdivision, with the understanding that the plat process will still work through specifics like layout, access, and infrastructure.
5. That the water demand of this development will not be any more intensive than the already approved zoning as the maximum number of dwelling units per acre will remain the same.
6. That the proposed project will not negatively impact the health, stability, and/or formation of families within the City.

Exhibit A

Applicant Narrative

Desert Canyons Zone Application

Addendum #4

6/11/26

The Desert Canyons Development zone change application consisted of an 82-page binder that detailed the zoning application for a 2432-acre master planned community.

The purpose of this addendum is to update and document changes to the plan. Upon final action by the city council, the items contained in this addendum will be integrated into a final zoning document for the Desert Canyons Master Plan.

Exhibit B

PowerPoint Presentation

A wide-angle photograph of a desert landscape. The foreground is a sandy, arid plain with scattered low-lying shrubs. In the middle ground, there are several flat-topped mountains or mesas. The sky is a deep blue with wispy white clouds. The text "Desert Sky" is overlaid in the center in a large, white, sans-serif font.

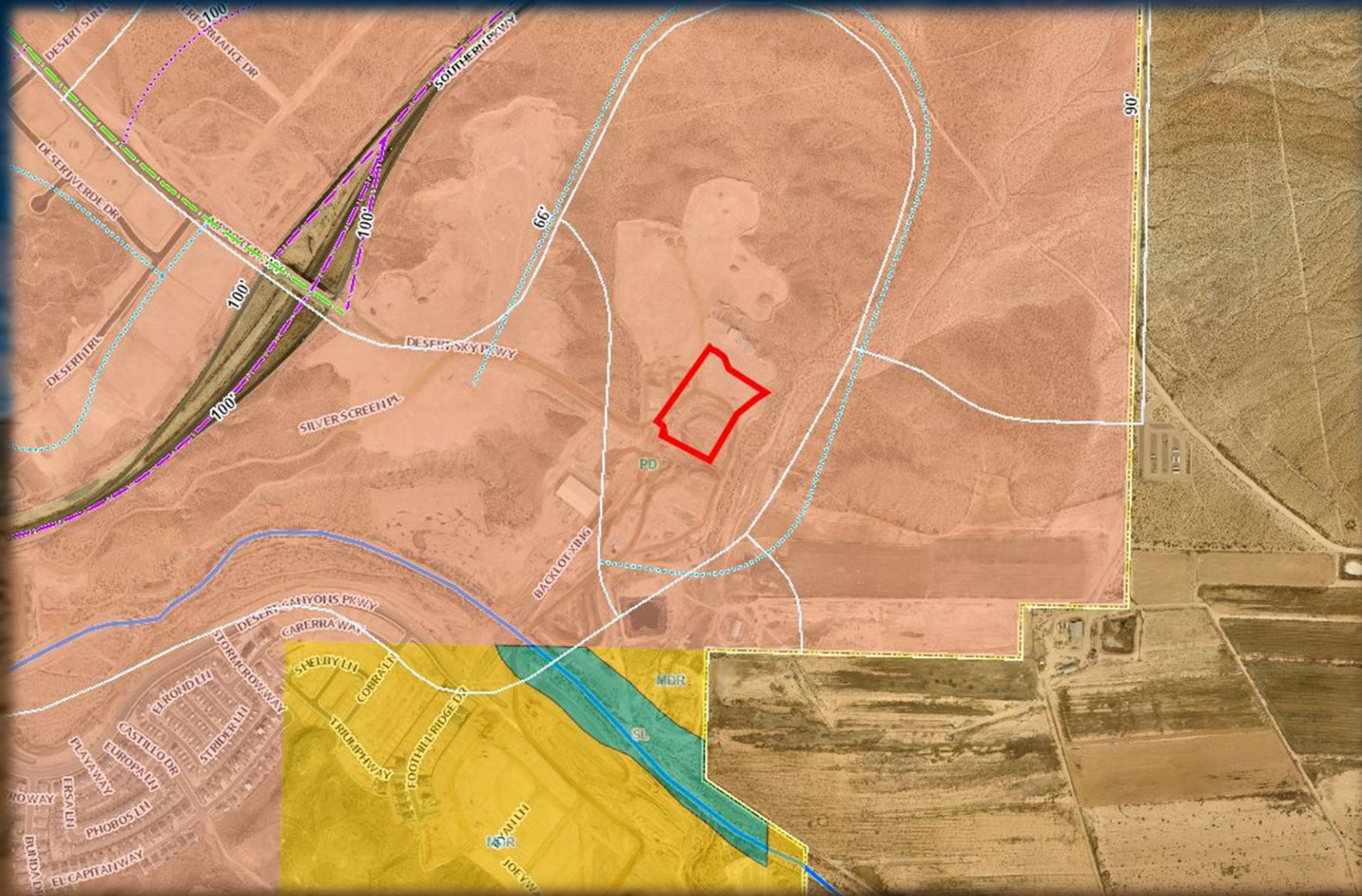
Desert Sky

2026-ZC-012

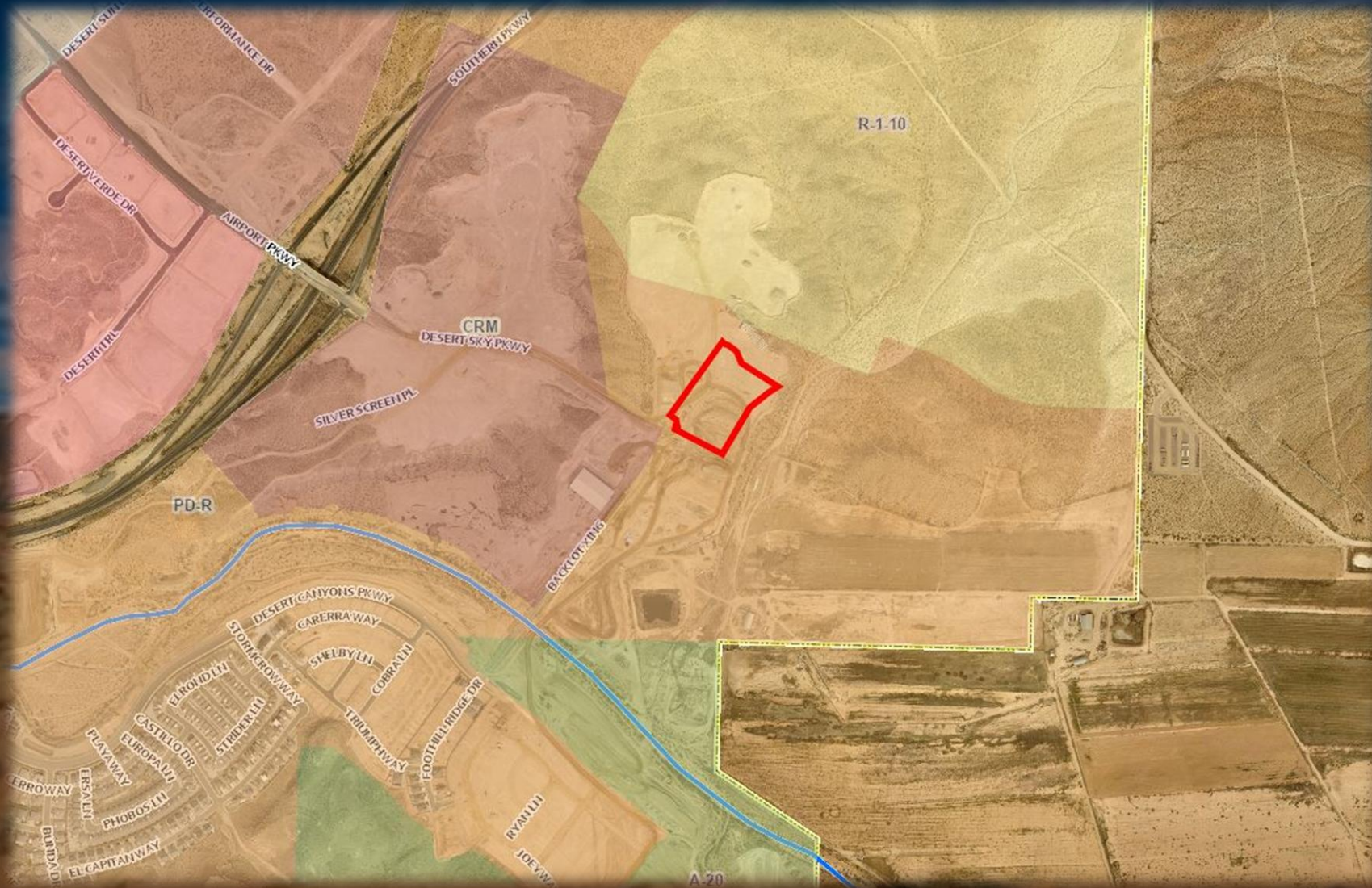
Location



General Plan



Zoning



Section 3.1.F This section of the Desert Canyons Master Plan is updated to include the recently adopted R-1 zone adopted in 2026 by the City of St. George as follows (changes italicized and underlined in **green** text).

F. Neighborhood 3 medium and high-density residential uses are located in the easternmost part of the planning area east of the future Southern Parkway with neighborhood-serving amenities such as parks, a school, and commercial areas integrated within the neighborhood. This area connects to a planned town center near interchange #7. This neighborhood will carry the zoning designations of **R-1**, R-3, R1-10, and PD Residential (8 upa)...

Section 3.1. LAND USE SUMMARY. See the attached Land Use and Open Space Summary table (Table 3.2, Desert Canyons Zoning Designation) for Desert Sky Zone Change dated 6.11.26 including the **R-1 zone** adopted in 2026 by the City of St. George as follows (changes italicized and underlined and circled in **green**).

Zone Plan Amendments

Zone Plan Amendments

Table 3.2 (Addendum #3)
DESERT CANYONS ZONING DESIGNATION & OPEN SPACE SUMMM.
April, 2009

Desert Canyons Gross Area	2289.06 Acres
Total Dwelling Units	6317 Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified)	111.6 Acres	(this area does not count toward open space)
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DESERT CANYONS ZONE AREAS

Residential Zones		Open Space %	Open Space Area	
R1-12	63.77 Acres	15%	9.57	*May include open space off parcels
R1-10	479.45 Acres	15%	71.92	*May include open space off parcels
R-3	88.88 Acres	15%	13.33	*May include open space off parcels
PD-8	550.66 Acres	30%	165.2	May include front yards
PD-12	119.35 Acres	30%	35.81	May include front yards
Sub Total Residential Zones			295.82	Residential Open Space

Mixed Use Zones

CRM	264.87 Acres	25%	66.22	Mixed Use Open Space
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Resort Zone

R-1	130.41 Acres	25%	32.60	Resort Open Space
-----	--------------	-----	-------	-------------------

Commercial and Industrial Zones

AVI	118.26 Acres	25%	29.57	Comm. & Indust. May include parking lots etc.
ASBP	295.49 Acres	25%	73.87	
C-2	33.61 Acres	25%	8.40	
Sub Total Commercial/Industrial			111.84	

Open Space Zones

OS	144.31 Acres	0%	
		144.31 Total Plan Open Space	

Total All Areas	2289.06	506.48	Total Required Open Space
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DENSITY CALCULATION

Total Units	6317 Units
Total Residential Land Area	1566.98 Acres
Total Attributable Open Space	137.14 Acres
Overall Density	3.71 units per acre

PARKS CALCULATION ESTIMATE

Population Factor	2.5 persons per unit	Community Parks
Projected Population	15792.5 people	Local and Neighborhood Parks
**4 acres per 1000 population	63.2 Acres	Natural Parks & Trails

OPEN SPACE BREAKDOWN

Pre-designated Open Space	148.88
Open Space Zone	137.14
	286.02

220.46 *Undesignated Open Space

* In addition to the Open Space shown on the plan, Open Space may consist of any of the following: Golf Course, Natural Parks, Natural Open Space, Trails, Storm Water Detention Basins, etc.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

REVISION 06/11/2026 (DESERT SKY R-1 ZONE CHANGE)

Table 3.2 (Revised Addendum #4)
DESERT CANYONS ZONING DESIGNATION SUMMARY

Note: Items in bold italic are adjustments realized since previous update: They may affect totals.

Desert Canyons Gross Area	2290.32 Acres
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Residential Zones		Open Space %	Open Space Area	
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Sub Total Residential Zones			284.33	Residential Open Space

Mixed Use Zones

CRM	315.66 Acres	25%	78.92	Mixed Use Open Space
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Resort Zone

R-1	130.41 Acres	25%	32.60	Resort Open Space
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Commercial and Industrial Zones

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ASBP	275.72 Acres	25%	68.93	
C-2	64.66 Acres	25%	16.17	
Sub Total Commercial/Industrial			114.00	

Open Space

OS	143.325 Acres	0%	
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Total All Areas	2275.76 Acres	509.85	Total Required Open Space
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DENSITY CALCULATION

Total Units	6317 Units
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Population Factor	2.5 persons per unit	
Projected Population	15792.5 people	
**4 acres per 1000 population	63.2 Acres	

OPEN SPACE BREAKDOWN

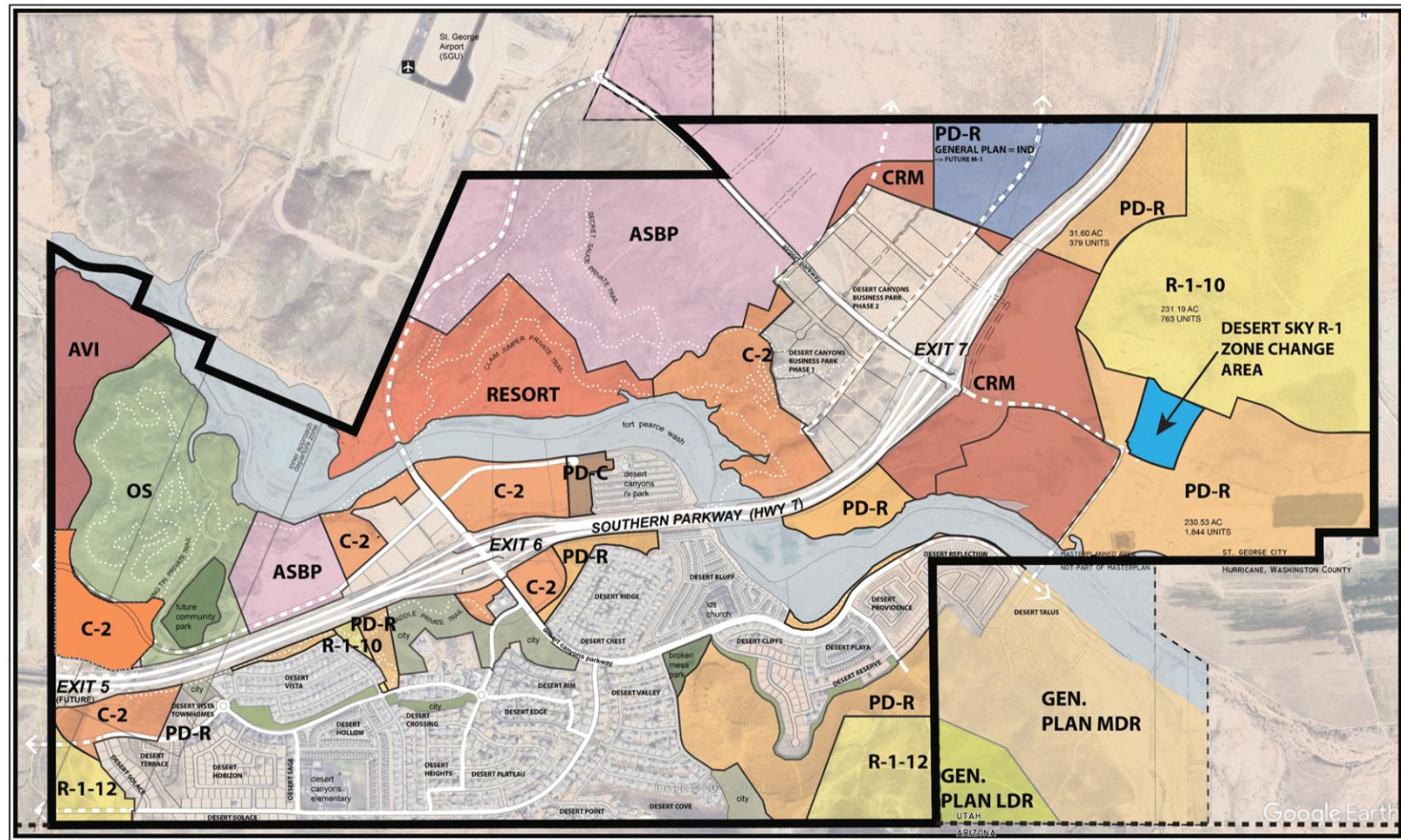
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** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

Desert Canyons Zoning Map Amendment



ORIGINAL UNIT AND POPULATION ESTIMATES:
TOTAL DWELLING UNITS: 6317 UNITS
EST. POPULATION (2.5 PER D/U): 15793 PEOPLE
CURRENT UNITS BUILT: 1374 UNITS
RESIDENTIAL UNITS REMAINING: 4943 UNITS
ACREAGE DONATED TO CITY: 38.328 ACRES

LEGEND:

SOUTHERN PARKWAY

EASTING ROADWAY

→ POSSIBLE ACCESS

SHALLOW DISH

PRIVATE TRAIL

Table 1

10. *Journal of the American Medical Association*, 2000; 284: 2689-2694.

1000

INCHES

Zoning Map

Development Agreement Amendments

Definitions section

“Zone Plan” means and refers to the City-approved Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007, together with Addendum #1 thereto, dated November 20, 2007, and Addendum #2 thereto, dated February 2008, Addendum #3 thereto, dated April 2008, and Addendum #4 thereto, dated August 2026 as the same may be further amended through the normal zone change process, all of which are incorporated and made a part of this Agreement by reference as *Exhibit “D”* hereto.

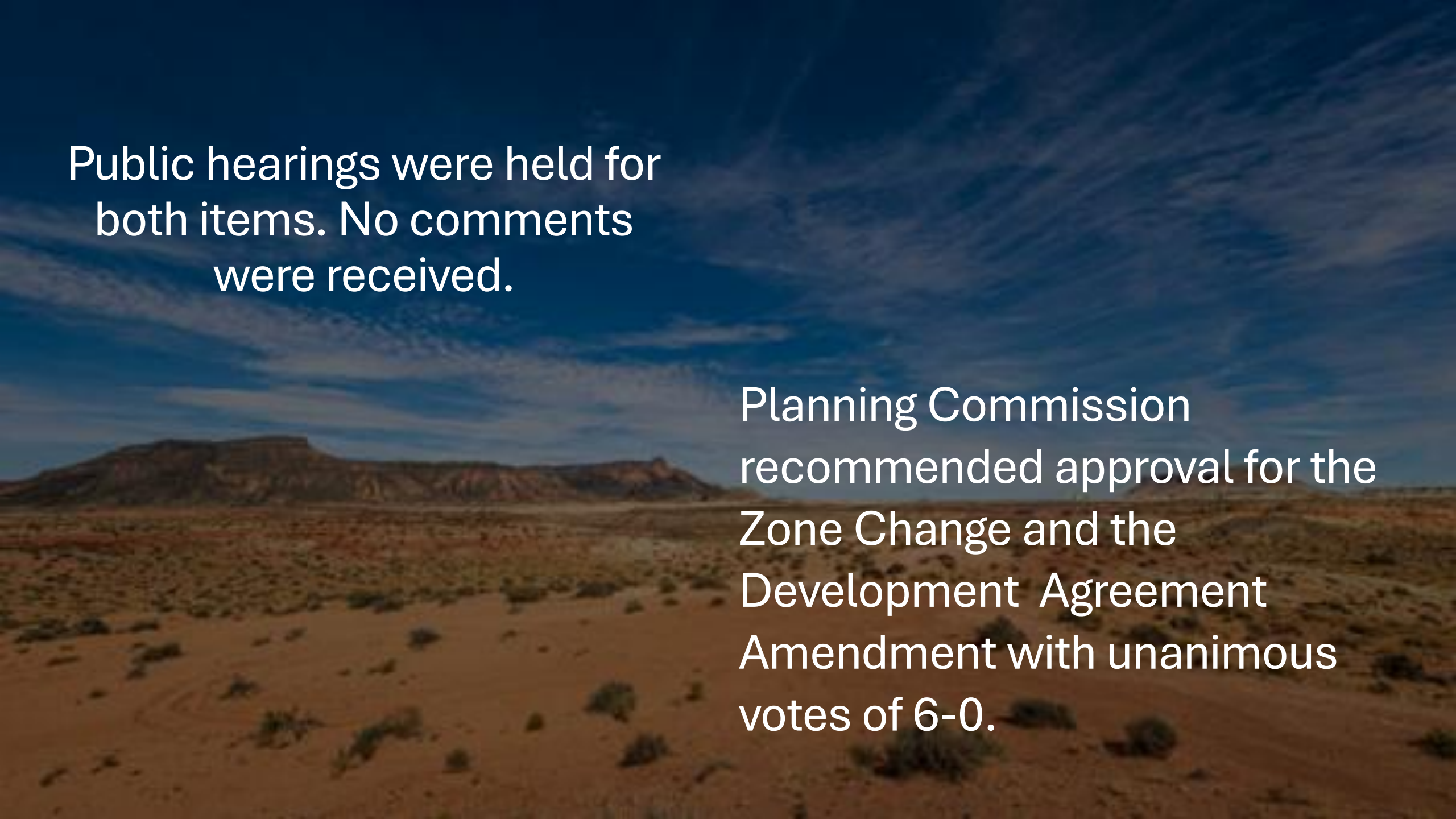
7. General Obligations

7.5.1 Master Plan to Control Open Space. The designation of open space shall be in accordance with the Master Plan of the Planned Community. Each Planning Area shall comply on an individual basis with open space requirements as outlined in City Code and this Development Agreement. Exhibit “C” sets forth the amount of open space required for the project and in each respective zone. City and Developer agree that the total amount of open space for the Planned Community required by the Zoning Regulations, is ~~506.48~~ 509.85 acres as more particularly identified on Exhibit “C” hereto.

EXHIBIT D

Desert Canyons Area Zone Plan

The Desert Canyons Area Zone Plan consists of the Desert Canyons Area Zone Plan Application, Version 1, dated October 1, 2007 (contained in a separate binder), together with Addendum #1 thereto, dated November 20, 2007 (contained in a separate bound folder), Addendum #2 thereto, dated February 2008, (contained in a separate bound folder) Addendum #3 thereto, dated April, 2009 (contained in a separate bound folder), and Addendum #4 thereto dated August 2026 (contained in a separate bound folder) all of which are incorporated herein by this reference as if fully set forth herein.

A wide-angle photograph of a desert landscape. The foreground is a sandy, arid plain with sparse, low-lying desert vegetation. In the middle ground, there are rolling hills and mountains with a reddish-brown hue. The sky is a deep blue with wispy white clouds. The text is overlaid on the upper left portion of the image.

Public hearings were held for
both items. No comments
were received.

Planning Commission
recommended approval for the
Zone Change and the
Development Agreement
Amendment with unanimous
votes of 6-0.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM PD-R (PLANNED DEVELOPMENT RESIDENTIAL) TO R-1 (SINGLE-FAMILY NO MINIMUM SQUARE FOOTAGE, 40-FOOT MINIMUM LOT WIDTH/FRONTAGE) ON APPROXIMATELY 13.23 ACRES GENERALLY LOCATED EAST OF SOUTHERN PARKWAY AND NORTH OR DESERT SKY PARKWAY. CASE NO. 2026-ZC-012

(DESERT SKY)

WHEREAS, the property owner has requested a zone change from PD-R (Planned Development Residential) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage) on approximately 13.226 acres generally located east of Southern Parkway and North of Desert Sky Parkway; and

WHEREAS, the City Council held a public meeting on this request on August 6, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on July 14, 2026, and recommended approval with a 6-0 vote with no conditions; and,

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and,

WHEREAS, the City Council has determined that the adoption of this Ordinance does not negatively impact the health, stability, and/or formation of families within the city.

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

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

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from PD-R (Planned Development Residential) to R-1 (Single-Family no minimum square footage, 40-foot minimum lot width/frontage). The zone amendment and location are more specifically described legal description, incorporated herein as Exhibit "A", and shown in Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Jami Brackin, Deputy City Attorney

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

Exhibit "A" – Legal Description

DESERT SKY ZONE CHANGE BOUNDARY

BEGINNING AT A POINT NORTH 01°12'14" EAST ALONG THE SECTION LINE, A DISTANCE OF 1400.874 FEET AND SOUTH 88°47'46" EAST 2320.605 FEET FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 01°12'14" EAST BETWEEN SAID SOUTHWEST SECTION CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 25), SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 57°13'11" WEST), AND RUNNING THENCE ALONG THE ARC OF A 1034.450 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°40'21", A DISTANCE OF 301.014 FEET; THENCE NORTH 15°56'02" EAST 516.076 FEET; THENCE SOUTH 75°01'42" EAST 71.269 FEET; THENCE SOUTH 37°09'27" EAST 167.861 FEET; THENCE SOUTH 66°54'31" EAST 556.243 FEET; THENCE SOUTH 36°20'31" WEST 71.176 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 2000.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°53'27", A DISTANCE OF 624.510 FEET; THENCE SOUTH 18°22'49" WEST 133.507 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 11°32'26" EAST); THENCE ALONG THE ARC OF A 2002.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°28'16", A DISTANCE OF 575.526 FEET; THENCE NORTH 28°00'43" EAST 35.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 28°00'43" EAST); THENCE ALONG THE ARC OF A 54.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 51°35'14", A DISTANCE OF 48.620 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 81.598 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°29'24", A DISTANCE OF 20.636 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 44.013 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°04'51", A DISTANCE OF 43.079 FEET; THENCE NORTH 58°48'05" WEST 26.000 FEET TO THE POINT OF BEGINNING.

CONTAINS 576,142 SQ. FT., (13.226 ACRES)

Exhibit “B” – Parcel Exhibit

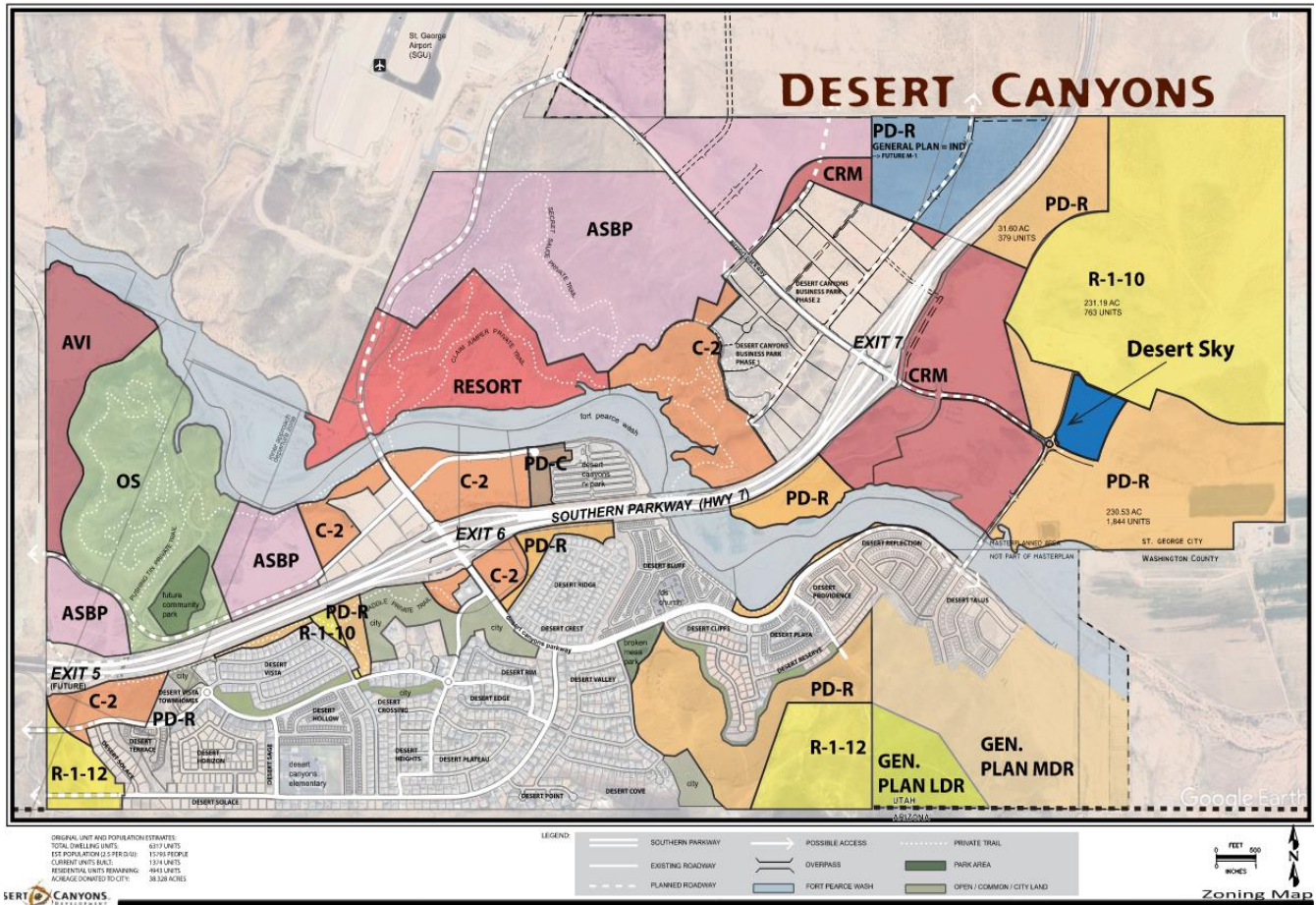


Exhibit “C”

Desert Canyons Zone Plan Amendments

Section 3.1.F This section of the Desert Canyons Master Plan is updated to include the recently adopted R-1 zone adopted in 2026 by the City of St. George as follows (changes italicized and underlined).

F. Neighborhood 3 medium and high-density residential uses are located in the easternmost part of the planning area east of the future Southern Parkway with neighborhood-serving amenities such as parks, a school, and commercial areas integrated within the neighborhood. This area connects to a planned town center near interchange #7. This neighborhood will carry the zoning designations of **R-1**, R-3, R1-10, and PD Residential (8 upa)...

Section 3.1. LAND USE SUMMARY. See the attached Land Use and Open Space Summary table (Table 3.2) for Desert Sky Zone Change dated 6.11.26 including the R-1 zone adopted in 2026 by the City of St. George as follows (changes italicized and underlined).

Table 3.2 (Revised Addendum #4)

DESERT CANYONS ZONING DESIGNATION & OPEN SPACE SUMMARY

Note: Items in bold italic are adjustments realized since previous update: They may affect totals.

Desert Canyons Gross Area **2290.32** Acres
Total Dwelling Units **6317** Units

RESTRICTED DEVELOPMENT AREAS

Flood Way (modified) 111.6 Acres (this area does not count toward open space)

DESERT CANYONS ZONE AREAS

			Open Space %	Open Space Area	
Residential Zones					
<i>R-1</i>	<i>13.26</i>	Acres	15	<i>1.99</i>	*May include open space off parcel
R1-12	63.39	Acres	15%	9.51	*May include open space off parcel
R1-10	385.574	Acres	15%	57.84	*May include open space off parcel
R1-7	27.34	Acres	15%	4.10	*May include open space off parcel
R-3	88.88	Acres	15%	13.33	*May include open space off parcel
PD-8	<i>533.43</i>	Acres	30%	160.03	May include front yards
PD-12	119.35	Acres	30%	35.81	May include front yards
PD-R	12.401	Acres	30%	3.72	May include front yards
Sub Total Residential Zones		1230.365	Acres	284.33	Residential Open Space
Mixed Use Zones					
CRM	315.66	Acres	25%	78.92	Mixed Use Open Space
Resort Zone					
R-1	130.41	Acres	25%	32.60	Resort Open Space
Commercial and Industrial Zones					
AVI	115.62	Acres	25%	28.91	
ASBP	275.72	Acres	25%	68.93	
C-2	64.66	Acres	25%	16.17	
Sub Total Commercial/Industrial		456.00	Acres	114.00	Comm. & Indust. Open Space May include Parking lots etc.
Open Space					
OS	143.325	Acres	0%		
Total All Areas		2275.76	Acres	509.85	Total Required Open Space

DENSITY CALCULATION

Total Units 6317 Units
Total Residential Land Area 1546.025 Acres
Total Attributable Open Space 137.14 Acres
Overall Density 3.75 units per acre

PARKS CALCULATION

Population Factor 2.5 persons per unit
Projected Population 15792.5 people
**4 acres per 1000 population 63.2 Acres

OPEN SPACE BREAKDOWN

Predesignated Open Space 148.88
Open Space Zone 137.14
286.02

223.83 *Undesignated Open Space

*In addition to the Open Space shown on the plan, Open Space may consist of any of the following: Golf Course, Parks, Natural Parks, Natural Open Space, Trails & Trail Corridors, Flood Plane outside floodway.

** The actual quantity of park land calculated for the project shall be based upon the residential subdivision plats submitted and approved by the City.

Agenda Date: 08/06/2026

Agenda Item Number: 11

Subject:

Consider approval of Ordinance No. 2026-061 amending Title 10-17A-5 of City Code adding Pioneer Road, north of Walmart in Bloomington as an approved road for "Automobiles and Other Similar Vehicle Sales Lots". (Case No. 2026-ZRA-005 - Automobiles and Other Similar Vehicle Sales Lots - Specific Standards).

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson - Bush & Gudgell

Reference Number: 2026-ZRA-005

Address/Location:

N/A

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

At the terminus of Pioneer Road is an open piece of property zoned PD-C but does not currently allow automobile sales. An amendment to the code has been filed to allow this use on the property. On July 14, 2026, the Planning Commission held a public hearing to consider the proposed zoning regulation amendment. No public comments were received. Following the public hearing, the Planning Commission recommended approval by a unanimous 5-0 vote.

Staff Narrative (need/purpose):

The owner of the property directly north of Walmart in Bloomington is proposing to allow the sale of Automobiles, specifically RVs and similar recreational vehicles. However, currently, this location is not listed as an approved location for the sale of automobiles/vehicles. To allow this use at this location, it needs to be added to the list of allowed areas for Automobile sales.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 14, 2026, the Planning Commission held a public hearing to consider the proposed zoning regulation amendment. No public comments were received. Following the public hearing, the Planning Commission recommended approval by a unanimous 5-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/14/2026

CITY COUNCIL AGENDA REPORT: 08/06/2026

**AMENDMENT TO TITLE 10-17A-5 Automobiles and Other Similar Vehicle Sales Lots
– Specific Standards**

Section 10-17A of the St George municipal code sets forth standards for permitted uses in certain zones. Subsection 5 deals with standards for Automobile and other similar vehicle sales.

REQUEST:

Amend 10-17A-5(G) of the city code which mandates where automobile/vehicle sales can occur. Currently, this section of code allows this type of sales to occur only on certain streets and in some cases, only in certain locations on those streets. This request would add another location, specifically Pioneer Road north of Walmart, to that list. (Case No. 2025-ZRA-005.)

BACKGROUND:

At the terminus of Pioneer Road is an open piece of property that has been the subject of many meetings to determine an appropriate use on the property. It is zoned PD-C but will, if this code changed is approved, require a PD amendment to include “Automobiles and Other Similar Vehicle Sales Lots” to the approved use list. The property owner is proposing to allow the sale of Automobiles, specifically RV’s and similar recreational vehicles. However, currently, this location is not listed as an approved location for the sale of automobiles/vehicles. To allow this use at this location, it needs to be added to the list of allowed areas for Automobile sales.

Staff believe the subject property is well-suited for automobile sales for several reasons. Its location along I-15 offers excellent visibility to regional traffic. Also, the site is easily reachable via the Brigham Road interchange and roundabout, which connect closely to both the interstate and local streets. Because the property borders an established commercial hub anchored by Walmart, a dealership is a natural fit for the area.

There are a couple of other items to consider. Although Pioneer Road currently dead ends at this location, staff feel that the site's strong visibility, access, and commercial compatibility outweigh these negative aspects. Additionally, the I-15/Pioneer Road roundabout may pose some additional challenges such as truck navigation and additional traffic, the use is not a high traffic use. Staff believe that these concerns are remediable.

PROPOSED AMENDMENT: The proposed code revisions are attached as Exhibit A and in the presentation. The proposed amendment is colored [blue and underlined](#).

PLANNING COMMISSION: On July 14, 2026, the Planning Commission held a public hearing to consider the proposed zoning regulation amendment. No public comments were received. Following the public hearing, the Planning Commission recommended approval by a unanimous 5-0 vote.

ALTERNATIVES:

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

POSSIBLE MOTION: “I move that we recommend approval of the changes to Title 10-17A-5 as proposed by Bob Hermandson representing Bush & Gudgell and contained in exhibit ‘A’, Case No. 2026-ZRA-005, based on the findings listed in the staff report.”

FINDINGS:

1. The subject property's location along I-15 provides good regional visibility that is well-suited for vehicle sales.
2. The site has access to both the interstate and local streets via the nearby Brigham Road interchange/roundabout.
3. A vehicle dealership is an appropriate fit for this property as it borders an established commercial hub anchored by Walmart.
4. Recreational vehicle sales are not anticipated to generate high traffic volumes, which minimizes the impact of additional traffic on the nearby roundabout.
5. The site's visibility, access, and commercial compatibility outweigh the challenges of the road's dead-end, and any truck navigation concerns are remediable.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-17A-5(G)

G. *Streets Designated for Automobile Sales Lots:* Automobile sales lots shall only be permitted in the zone where it is an allowed use, and only on the following specified streets within the zone:

1. Blackridge Drive;
2. Bluff Street;
3. Convention Center Drive;
4. Desert Color Parkway (north of the Southern Parkway underpass, approximately three thousand four hundred feet (3,400') in length to the north end of the former "Welcome Center" parcel);
5. Hilton Drive;
6. Parcel located at 150 East 1160 South;
7. Red Hills Parkway from 1000 East to the Washington City boundary;
8. St. George Boulevard (excluding the arts district overlay zone);
9. 700 South from the east side of I-15 to River Road;
10. Sunland Drive;
11. Sunset Boulevard.

[12. Pioneer Road north of the North Bloomington Commercial Subdivision](#)

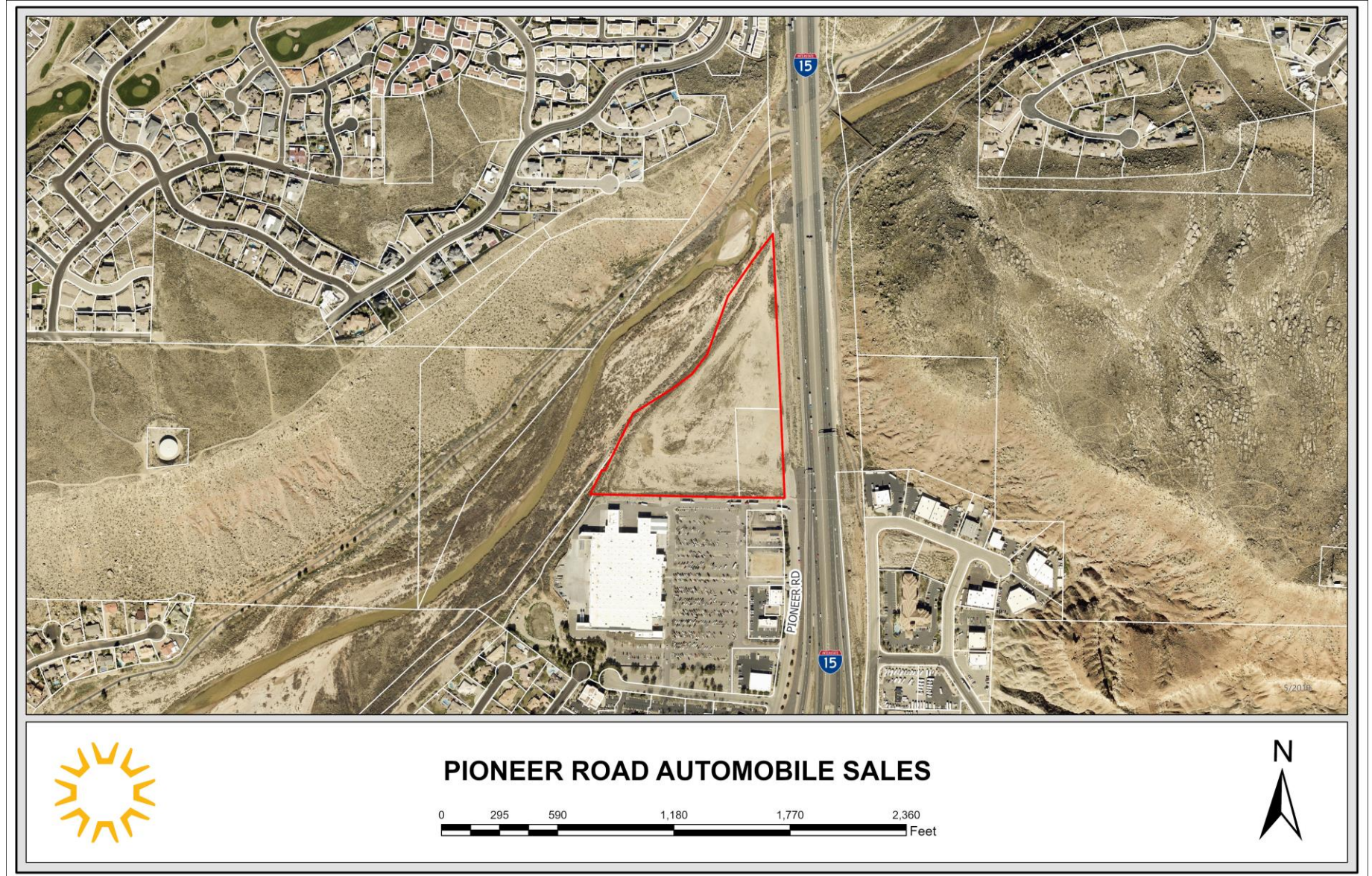
EXHIBIT B

POWERPOINT PRESENTATION

Pioneer Road Zoning Regulation Amendment

2026-ZRA-005

Aerial Map



Zoning Regulation Amendment

G. *Streets Designated for Automobile Sales Lots*: Automobile sales lots shall only be permitted in the zone where it is an allowed use, and only on the following specified streets within the zone:

1. Blackridge Drive;
2. Bluff Street;
3. Convention Center Drive;
4. Desert Color Parkway (north of the Southern Parkway underpass, approximately three thousand four hundred feet (3,400') in length to the north end of the former "Welcome Center" parcel);
5. Hilton Drive;
6. Parcel located at 150 East 1160 South;
7. Red Hills Parkway from 1000 East to the Washington City boundary;
8. St. George Boulevard (excluding the arts district overlay zone);
9. 700 South from the east side of I-15 to River Road;
10. Sunland Drive;
11. Sunset Boulevard.
- [12. Pioneer Road north of the North Bloomington Commercial Subdivision](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-17A-5 IN ORDER TO ADD A PORTION OF PIONEER ROAD TO THE LIST OF APPROVED STREETS THAT “AUTOMOBILES AND OTHER SIMILAR VEHICLE SALES LOTS” ARE ALLOWED. CASE NO. 2026- ZRA-005

WHEREAS, after careful consideration, the city council has determined that amending Title 10 in order to allow a portion of Pioneer Road as an allowed street for the sale of “Automobiles and other similar vehicle sales lots” is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on July 14, 2026, and thereafter forwarded a recommendation for approval of the requested zoning regulation amendment to the City Council with a 5-0 vote; and

WHEREAS, the City Council held a public meeting on August 6, 2026, on the requested code amendment; and

WHEREAS the City Council has determined that the adoption of this Ordinance will not negatively impact the health, stability, and/or formation of families within the city.

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

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

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

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

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

APPROVED AND ADOPTED by the St. George City Council, this 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-17A-5

TITLE 10-17A-5(G)

G. *Streets Designated for Automobile Sales Lots:* Automobile sales lots shall only be permitted in the zone where it is an allowed use, and only on the following specified streets within the zone:

1. Blackridge Drive;
2. Bluff Street;
3. Convention Center Drive;
4. Desert Color Parkway (north of the Southern Parkway underpass, approximately three thousand four hundred feet (3,400') in length to the north end of the former "Welcome Center" parcel);
5. Hilton Drive;
6. Parcel located at 150 East 1160 South;
7. Red Hills Parkway from 1000 East to the Washington City boundary;
8. St. George Boulevard (excluding the arts district overlay zone);
9. 700 South from the east side of I-15 to River Road;
10. Sunland Drive;
11. Sunset Boulevard.

[12. Pioneer Road north of the North Bloomington Commercial Subdivision](#)

Agenda Date: 08/06/2026

Agenda Item Number: 12

Subject:

Consider approval of Ordinance No. 2026-062 amending Title 10-2 and 10-18 of City Code amending fencing regulations on larger lot zones and adding definition of "clear view triangle". (Case No. 2026-ZRA-ZRA-002 - Fence Setbacks).

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Trevor Allan

Reference Number: 2026-ZRA-002

Address/Location:

N/A

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

On May 28, 2026, in a public joint work meeting, City Council, Planning Commission, staff and the applicant discussed allowing fencing within the front yard setbacks, clear view areas, etc. Staff took the information discussed in the meeting along with the previously submitted material from the applicant and created Exhibits A and B. The Planning Commission held a public hearing on the request and made a positive recommendation with some modifications reflected in the ordinance and a vote of 4-1.

Staff Narrative (need/purpose):

To address recurring issues related to fencing and to allow taller fences within the front yard setback under certain circumstances, the applicant has submitted this zoning text amendment.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 14, 2026, the Planning Commission held a public hearing on the request and made a positive recommendation with some modifications (reflected in the attached ordinance) and a vote of 4-1.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/14/2026

CITY COUNCIL AGENDA REPORT: 08/06/2026

REQUEST:

This request has been filed by Trever Allan (2026-ZRA-002). Initially, the applicant proposed a change to fencing setbacks on lots larger than roughly 65,000 square feet along with other modified standards. On May 28, 2026, in a public joint work meeting, City Council, Planning Commission, staff and the applicant discussed allowing fencing within the front yard setbacks, clear view areas, etc. Staff took the information discussed in the meeting along with the previously submitted material from the applicant and created Exhibits “A” and “B”.

The following is an assessment of staff’s proposed amendments:

AMENDMENT TO TITLE 10-2-1: ZONING REGULATIONS – DEFINITIONS – EXHIBIT A

This section of the St George City municipal code defines terms in Title 10 - the zoning code. A definition for “Sight Distance Triangle” is proposed.

AMENDMENT TO TITLE 10-18-1(B): ZONING REGULATIONS – FENCES – EXHIBIT B

This section of the code controls the maximum height of a fence in the front yard setbacks. Staff’s proposal would add language to clarify and allow a 6’4” fence in the front yard setback though not within the front 10’. This would only be allowed in certain RE (Residential Estates) and A (Agricultural) zones as well as the R-1-40 zone.

BACKGROUND:

Standards regulating fencing have existed in the City Code for many years and have been the subject of code enforcement cases. As the applicant has developed homes on some of the larger residential lots over time, they have identified a desire among owners of these one-acre and larger properties for increased security and privacy. To address recurring issues related to fencing and to allow taller fences within the front yard setback under certain circumstances, the applicant has submitted this zoning text amendment.

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

1. 10-2-1 – This is the definitions section of the zoning code. Staff has identified the need for a definition of “Clear View Triangle” for some time. This proposed definition would provide a clear understanding of where, in this case, a fence may or may not be placed particularly on corner lots and in relation to driveways.

2. 10-18-3 – This section gives an allowance for a 6'4" fence to be placed within the front setback on the lot in certain Agricultural (A), Residential Estates (RE) and Single-Family Residential zones (RE-37.5, RE-5, A-1, A-5, A-10, or R-1-40 zones) It will still require a 10-foot setback to give space between a sidewalk and the fence. It also will require 50% opacity within the front setback.

Applicant Comments

Your typical zoning regulation amendment is either brought by request by the City Council or by the staff. Sometimes we have an applicant from the public, which is the case here.

Staff have worked with the materials from the applicant and City Council and came up with the proposed code. The applicant had a couple of concerns worth discussion. First, they wanted to make sure that the proposed zones covered the area they were interested in. We have confirmed that is the case. Second, in their original documents submitted was language that excluded "fence posts, corners, pillars and columns" to be excluded from the 50% opacity requirement. While staff have no real issues with this language, it isn't typical for cities to include that language in a code with an open fencing requirement. However, if Planning Commission would prefer that language for clarity's sake, staff would recommend the following or something similar:

"Opacity is measured based on the fence panel between structural supports."

This type of language would help keep clear that we don't measure the posts or similar structures.

Proposed Changes:

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

- The additions are underlined in blue
- The removals are crossed out in ~~red~~
- Planning Commission recommendations underlined in purple

PLANNING COMMISSION: On July 14, 2026, the Planning Commission held a public hearing on the requested amendment. They recommend approval with a 5-0 vote. As part of their recommendation, they added additional language to clarify that posts and similar structures are not calculated into the 50% opacity requirement (see additional language in purple).

RECOMMENDATION:

Staff recommend approval of the revisions as proposed.

ALTERNATIVES:

1. Approve as presented.
2. Approve with conditions or changes.
3. Deny the application.

4. Continue the proposed zoning regulation amendment to a specific date.

POSSIBLE MOTION:

"I move that we recommend approval of the changes to Title 10 as proposed by staff and contained in exhibit 'A' and 'B', case no. 2026-ZRA-002, based on the findings listed in the staff report (and with the following modifications...)."

FINDINGS:

1. The proposed amendments provide additional clarity to the zoning ordinance by defining the "Sight Distance Triangle," establishing a consistent standard for preserving visibility at intersections and driveways.
2. The proposed amendments recognize the unique characteristics of the Residential Estates (RE) and Agricultural (A) zoning districts, specifically where larger lots and greater setbacks can accommodate increased fence height within the front yard setback while maintaining an open appearance and adequate separation from the public right-of-way.
3. The requirement that fences remain at least fifty percent (50%) open within the front yard setback, together with the required ten-foot setback from the sidewalk or front property line where no sidewalk exists, maintains visibility and neighborhood compatibility while providing additional flexibility for property owners.
4. The amendments are consistent with the purpose and intent of the zoning ordinance by providing clearer standards, improving administration and enforcement, and allowing reasonable flexibility without adversely affecting surrounding properties or the public welfare.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-2-1

Sight Distance Triangle: On a corner lot, the triangular area at a street intersection formed by measuring thirty feet (30') along each right-of-way line from the point where they intersect and connecting the ends of those two lines to form a triangle.

Along driveways, a triangular area formed by measuring ten (10') feet along the edge of a driveway, measuring ten (10') feet along the street right-of-way line, and connecting the ends of those two lines to form a triangle.

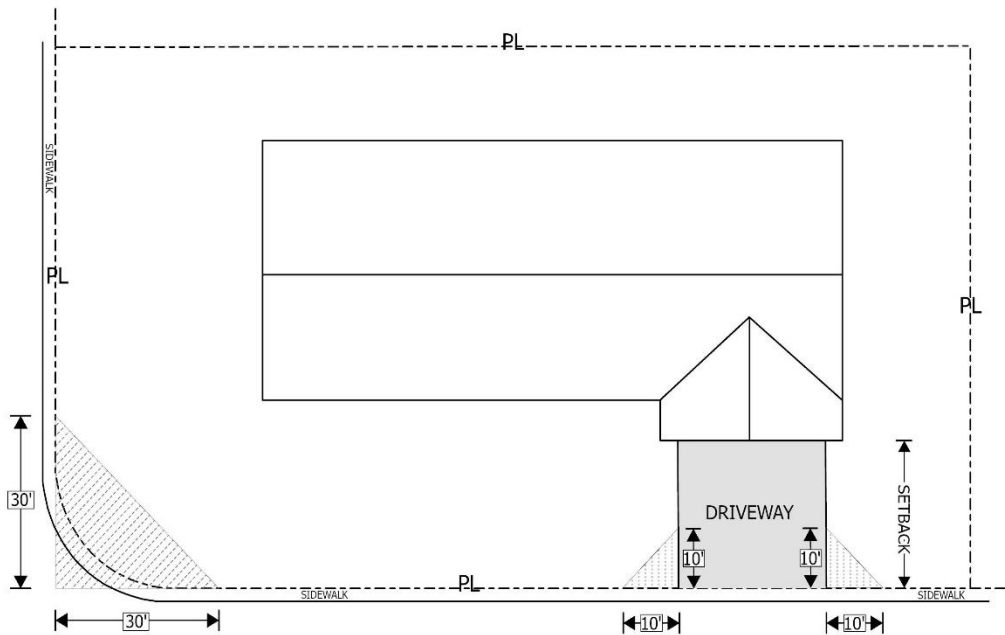


EXHIBIT B

PROPOSED CHANGES TO TITLE 10-18-1

10-18-1:

FENCES:

- A. No fence shall exceed six feet (6') four inches (4") in height in the side and rear yards.
- B. In the front yard setback, no fence shall exceed four feet (4') in height. Within the front ten feet (10') behind the sidewalk, or property line if no sidewalk exists; only decorative fences such as picket fences or wrought iron fences with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) are allowed.

On properties located in the RE-37.5, RE-5, A-1, A-5, A-10, or R-1-40 zones, a fence up to six feet four inches (6'4") in height may be located within the front yard setback, provided it is at least fifty percent (50%) open as described above and is not located within ten feet (10') of the sidewalk or front property line if no sidewalk exists. Opacity is measured based on the fence panel between structural supports. Support posts, columns, or similar structural elements shall not exceed twenty-four (24) inches in width or diameter and shall be separated by a minimum distance of ten (10) feet.

- C. Berms shall not be used to artificially increase the maximum allowed fence height.
- D. ~~For corner lots, no~~ No obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle."

EXHIBIT C

POWERPOINT PRESENTATION

A photograph of a residential street featuring a row of modern, two-story houses. Each house is partially obscured by a light-colored concrete wall topped with a dark metal fence. Young trees are planted in a row along the sidewalk in front of the houses. The scene is captured in a slightly hazy, soft-focus style. The title text is overlaid in the center of the image.

Fencing & Clear View Regulations

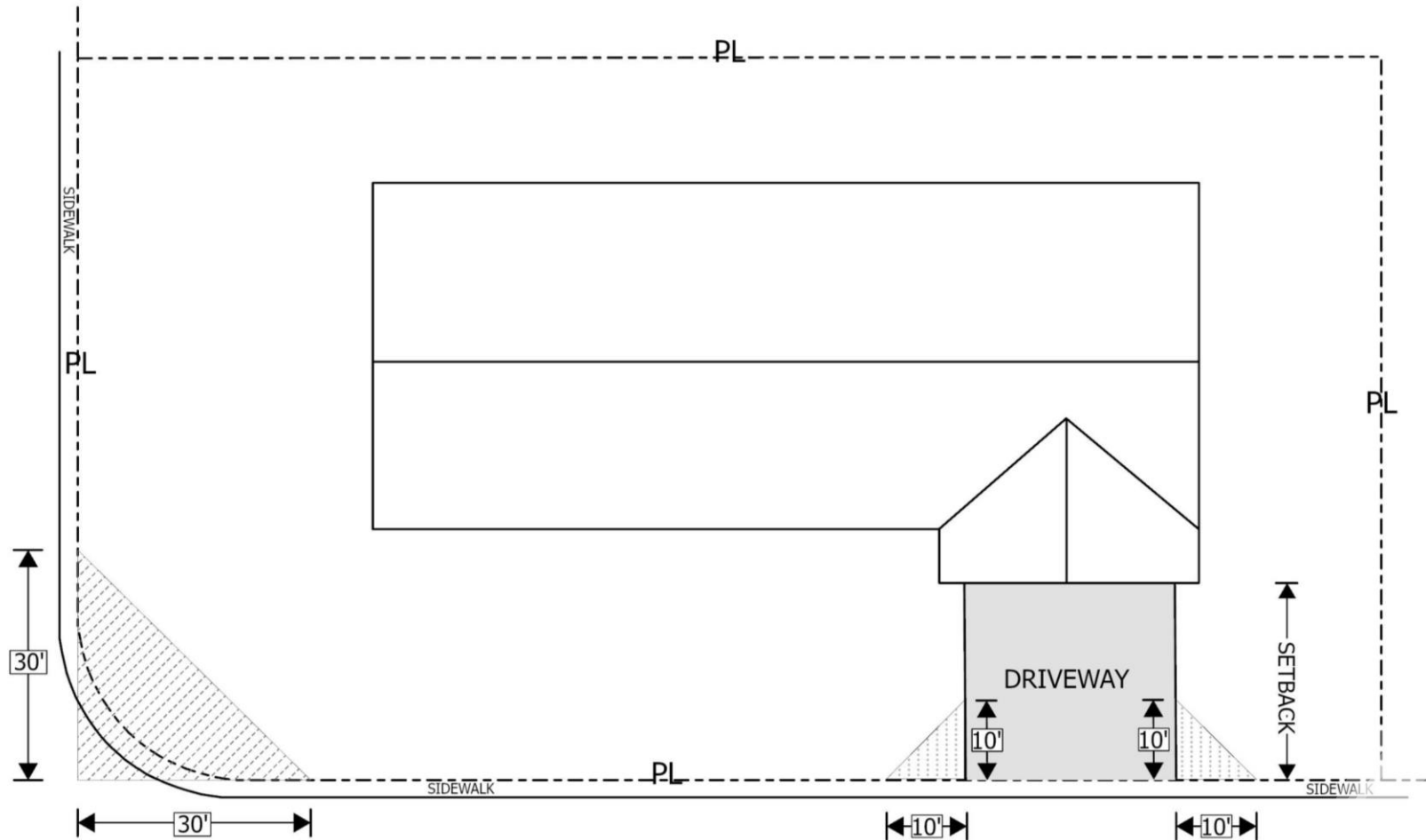
2026-ZRA-002

Section 10-2-1

Sight Distance Triangle: On a corner lot, the triangular area at a street intersection formed by measuring thirty feet (30') along each right-of-way line from the point where they intersect and connecting the ends of those two lines to form a triangle.

Along driveways, a triangular area formed by measuring ten (10') feet along the edge of a driveway, measuring ten (10') feet along the street right-of-way line, and connecting the ends of those two lines to form a triangle.

Section 10-2-1



Section 10-18-1

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ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF TITLE 10 IN ORDER TO MAKE MODIFICATIONS TO THE SETBACKS FOR FENCING IN THE RE-37.5, RE-5, A-1, A-5, A-10 AND R-1-40 ZONES AS WELL AS CREATE A DEFINITION FOR CLEAR VIEW TRIANGLE. CASE NO. 2026-ZRA-002

WHEREAS, after careful consideration, the city council has determined that amending portions of Title 10 in order to make modifications to the setbacks for fencing in the RE-37.5, RE-5, A-1, A-5, A-10 and R-1-40 zones is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on July 14, 2026, and thereafter forwarded a recommendation for approval of the requested zoning regulation amendment to the City Council with a 4-1 vote; and

WHEREAS, the City Council held a public meeting on August 6, 2026, on the requested code amendment; and

WHEREAS the City Council has determined that the adoption of this Ordinance will not negatively impact the health, stability, and/or formation of families within the city.

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

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

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

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

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

APPROVED AND ADOPTED by the St. George City Council, this 6th day of August 2026.

ST. GEORGE CITY:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-2-1

Sight Distance Triangle: On a corner lot, the triangular area at a street intersection formed by measuring thirty feet (30') along each right-of-way line from the point where they intersect and connecting the ends of those two lines to form a triangle.

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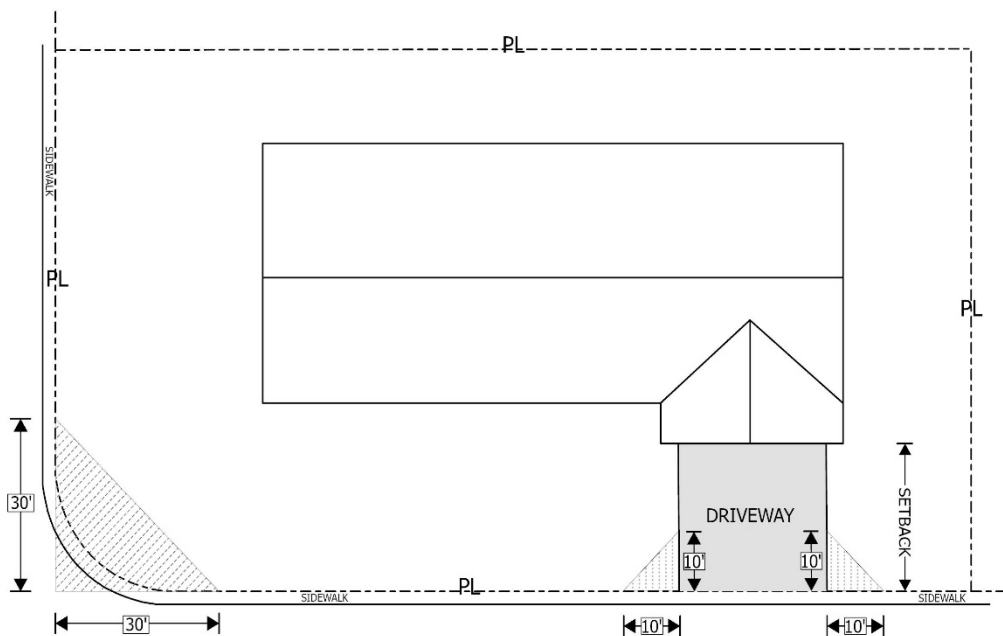


EXHIBIT B

PROPOSED CHANGES TO TITLE 10-18-1

10-18-1:

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