

**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 20, 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.

2. Consent Calendar.

a. Consider approval to award bid to Layton Construction Company LLC for the Minimum Equipment List (MEL) for the Air Traffic Control Tower.

BACKGROUND and RECOMMENDATION: This item is to purchase the minimum equipment list for the new air traffic control tower. The air traffic control tower is 80% complete. The minimum equipment list (MEL) is the next phase in order to receive FAA approval for operational readiness. The ATCT minimum equipment list includes essential communications, surveillance, weather, recording, power, and operational-support equipment required to maintain safe and effective air traffic control tower operations. Bids were requested and one bid was received back. The bid was from Layton Construction in the amount of \$2,614,309. Staff recommends approval.

b. Consider approval of purchasing new playground surfacing tiles from PlaySpace Designs for the Vernon Worthen Park playground.

BACKGROUND and RECOMMENDATION: This item is for the replacement of the playground surface tiles for Vernon Worthen Park. The current tiles have begun to lift and deteriorate and are in need of replacement. This purchase is for the material cost of the project. It is anticipated that the Parks Division will install the tiles. Staff received a quote from PlaySpace Designs through a state contract for this purchase in the amount of \$165,476.80. Vernon Worthen Park Playground Tile Replacement is included in the FY 2027 Business Plan. Staff recommends approval.

c. Consider approval of purchasing playground equipment through a Sourcewell Cooperative Contract with Landscape Structures, Inc. for Thunder Junction Park Phase 2.

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by

others. The proposed playground equipment includes swings, sensory panels, musical play, spinners, and a shade sail structure. Staff received a quote from Landscape Structures, Inc. through a Sourcewell Cooperative Contract for this purchase in the amount of \$139,995.56. The Thunder Junction Park 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.

d. Consider approval of purchasing playground equipment via a NPPGov Cooperative Procurement Contract with Berliner Seilfabrik Play Equipment Corporation for Thunder Junction Park Phase 2.

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by others. The proposed playground equipment includes two slides and nine inground trampolines. Staff received a quote from Berliner Seilfabrik Play Equipment Corporation via a NPPGov Cooperative Procurement Contract for this purchase in the amount of \$164,523.36. The Thunder Junction Park 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.

e. Consider approval of purchasing playground equipment through a state contract with PlaySpace Designs for Thunder Junction Park Phase 2.

BACKGROUND and RECOMMENDATION: This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by others. The proposed playground equipment includes a mammoth, giant sloth, cliff rider, climbers, spinner, communication panel, and robinia poles. Staff received a quote from PlaySpace Designs through a state contract for this purchase in the amount of \$687,044.06. The Thunder Junction Park 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.

f. Consider approval of a contract with Suncore Construction and Materials, Inc. to construct the 250 West Reconstruction project (Black Ridge Dr. to Tech Ridge Pkwy).

BACKGROUND and RECOMMENDATION: This item is to consider award of a construction contract for the reconstruction of Black Ridge Dr. to Tech Ridge Parkway. The 250 West Reconstruction is approximately 700 feet long, the project includes a full road over-excavation, storm drain and water utilities, pavement, curb and gutter and sidewalk. The City requested bids and six bids were received back. Based on the evaluation of the bids received the highest scoring bid was from Suncore Construction and Materials, Inc. in the amount of \$854,000. Staff recommends approval.

g. Consider approval of a contract with JP Excavating, Inc. to construct the George Washington Boulevard from the Virgin River Bridge to River Road project.

BACKGROUND and RECOMMENDATION: The George Washington Boulevard Construction - Virgin River Bridge to River Road project includes connecting

George Washington Boulevard from the new Virgin River bridge to River Road. It also incorporates utilities, drainage, a pedestrian overpass and related work. A total of 9 bids were received for the project. The bids were evaluated based on four categories; Work Qualification, Past Performance, Construction Schedule, and Bid Cost. JP Excavating, Inc. is the highest scoring bidder and is recommended for project construction.

h. Consider approval of the Kern River Gas Transmission Agreement.

BACKGROUND and RECOMMENDATION: This agreement will extend our existing Kern River Gas capacity contract for an additional ten years beyond its current end date of 2033. Staff recommends approval.

i. Consider approval of a professional services agreement for construction engineering with Rosenberg Associates for the George Washington Boulevard Virgin River Bridge to River Road project.

BACKGROUND and RECOMMENDATION: This item is a professional services agreement with Rosenberg Associates for the construction engineering of the George Washington Boulevard Construction - Virgin River Bridge to River Road in the amount of \$264,010. This agreement provides comprehensive construction engineering services for the City of St. George, including coordination with city departments, utilities, contractor, and environmental compliance.

j. Consider approval of a Professional Services Agreement with Fehr & Peers for the Suntran Transit System Study.

BACKGROUND and RECOMMENDATION: This item is for the award of a professional service agreement for the Suntran Transit System Study. On May 8, the City issued a Request for Proposals (RFP) for a comprehensive Transit Study. In response, 12 proposals were received. Following an initial review, the top three highest scoring firms were selected to advance to the interview stage. Panel interviews were conducted on July 31. Based on the evaluation of the proposal and interview, Fehr & Peers was identified as the highest scoring proposal. This is an item included in the FY 2026 Business Plan. Staff recommends approval.

k. Consider approval of a lease agreement with the St. George Area Chamber of Commerce for property located at 136 North 100 East.

BACKGROUND and RECOMMENDATION: The previous 10-year lease between the City of St. George and the St. George Area Chamber of Commerce for use of the City-owned property at 136 North 100 East expired in June 2026. The proposed agreement provides for the Chamber's continued use of the property under a new five-year lease. Under the proposed lease, the Chamber will be responsible for all interior and exterior maintenance of the property throughout the lease term. The lease provides for two automatic five-year renewal periods unless either party provides written notice of non-renewal prior to the end of the applicable term. The annual rent remains nominal at \$1 per year. Staff recommends approval.

l. Consider a fee waiver for the inaugural Hope in Every Step 5K/1K Race during Stomach Cancer Awareness Month in November.

BACKGROUND and RECOMMENDATION: This is the first time Kendle Salisbury is applying for a Special Events Permit as well as submitting a fee waiver request for this inaugural event. Kendle has been battling cancer and would like to give back to raise funds for the Hope for Stomach Cancer. Hope for Stomach Cancer has resources available such as oncologists, nutritionists, and a community of others who are also fighting stomach cancer.

m. Consider approval of the minutes from the meetings held on August 6, 2026 (work meeting); and August 6, 2026 (regular meeting).

3. Public hearing and consideration of Ordinance No. 2026-063 annexing property into the City of St. George, and adjusting the corporate boundary lines, to include 2.277 acres located at the intersection of 3430 East in St. George and 3930 South in Washington City.

BACKGROUND and RECOMMENDATION: At their meeting held on May 28, 2026, the City Council approved a resolution to accept the Petition for Annexation for approximately 2.277 acres located at the intersection of 3430 East in St. George and 3930 South in Washington City, and is identified as Tax ID No. 6615-A. Following the approval of the resolution, the City must certify the Petition and mail written notices. Following the certification, the City Recorder posts a public notice giving residents notice that an annexation petition has been filed and that the City may grant the petition and annex the area unless a written protest to the annexation is filed with the Washington County Boundary Commission; the City has not received notice of any protests.

4. Public hearing and consideration of Ordinance No. 2026-064 to vacate a portion of the Sage Haven Phase 15 Subdivision plat identified as a temporary turnaround easement, located at the west end of Somera Drive.

BACKGROUND and RECOMMENDATION: The Sage Haven Phase 15 Subdivision plat identifies a temporary turnaround easement located within the overall boundary of the subdivision, whereas temporary turnaround easements are typically established outside the subdivision boundary. The vacation of this easement is being requested to allow Sage Haven Phase 20, which is being recorded concurrently, to proceed to the recording stage. Upon recording of Sage Haven Phase 20 Subdivision, Somera Drive will continue to provide access to and service the lots in the area without interruption. The Joint Utilities Commission recommended approval.

5. Public hearing and consideration of Ordinance No. 2026-065 vacating a portion of a municipal utility easement located between Lot 122, Cecita Crest at Divario Phase 3 and Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A.

BACKGROUND and RECOMMENDATION: The subdivision plat identifies a 7.50-foot-wide easement on each side of Lot 122, Cecita Crest at Divario Phase 3 and Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A. By vacating this easement the owner can merge these two lots together into one lot. The Joint Utilities Commission recommended approval.

6. **Consider approval of a Conditional Use Permit for a private school serving students through grade eight (8) located in a designated landmark site in a residential zone on approximately 0.21 acres located at 135 South 100 East. (Case No. 2026-CUP-003 - Bare Foot Montessori)**

BACKGROUND and RECOMMENDATION: The proposal is a conditional use permit to operate a private school serving students through grade eight (8) with a maximum of thirty (30) students. At their meeting held on August 11, 2026, the Planning Commission recommended approval unanimously in a vote of 7-0 based on the findings listed in the staff report and with the following conditions: 1. A maximum of 30 students shall be allowed; 2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department; and 3. Any event open to the public must obtain a special event permit.

7. **Consider approval of Ordinance No. 2026-066 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South. (Case No. 2026-ZC-001 - RL Wyman 2450 South)**

BACKGROUND and RECOMMENDATION: The underlying general plan is AE (Agricultural Estates) with adjacent zoning of RE-20 (Residential Estates, 20,000 ft² minimum lot size), R-1-10 (Residential 10,000 ft² minimum lot size) & A-1 (Agricultural, 40,000 ft² minimum lot size), A-1 (Agricultural, 40,000 ft² minimum lot size) & (Washington City – R-1-10 - Residential 10,000 ft² minimum lot size), and RE-37.5 (Residential Estates, 37,500 ft² minimum lot size). At their meeting held on February 24, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0; there were no public comments.

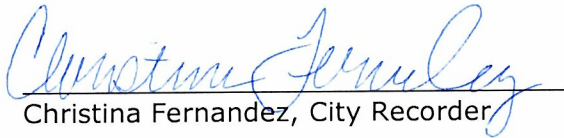
8. **Consider approval of Ordinance No. 2026-067 amending the Atkinville Interchange Zone Planned Development Commercial zone on approximately 3.4 acres generally located east of Arrowhead Canyon Drive and south of Havasu Drive. (Case No. 2026-PDA-009 - Buck's Ace Sun River)**

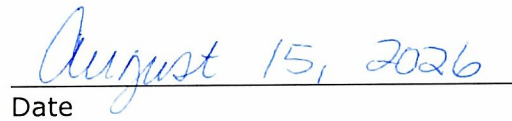
BACKGROUND and RECOMMENDATION: The proposal is for a new 45,686 sq. ft. hardware and retail store. The underlying general plan is PD (Planned Development). At their meeting held on July 28, 2026, the Planning Commission held a public hearing, and recommended approval with one condition, with a vote of 5-0; there were no public comments.

9. **Consider approval of Ordinance No. 2026-068 amending Title 10-17A of the city code amending ADU (Accessory Dwelling Unit) regulations on lots exceeding 11,000 sq ft and clarifications on existing detached structures and health and safety codes. (Case No. 2026-ZRA-006 - ADUs).**

BACKGROUND and RECOMMENDATION: Utah state SB 284 was approved in May of 2026 and will go into effect on October 1, 2026. The bill requires some relatively minor modifications to the city code. On July 28, 2026, the Planning Commission held a public hearing on the proposed amendment. No comments were received and the Planning Commission forwarded a positive recommendation with a 5-0 vote.

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


Christina Fernandez, City Recorder


Date

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



Agenda Date: 08/20/2026

Agenda Item Number: 2a

Subject:

Consider approval to award bid to Layton Construction Company LLC for the Minimum Equipment List (MEL) for the Air Traffic Control Tower.

Item at-a-glance:

Staff Contact: Dustin Warren

Applicant Name: City of St George

Reference Number: NA

Address/Location:

4508 South Airport Pkwy

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

This item is to purchase the minimum equipment list for the new air traffic control tower. The air traffic control tower is 80% complete. The minimum equipment list (MEL) is the next phase in order to receive FAA approval for operational readiness. The ATCT minimum equipment list includes essential communications, surveillance, weather, recording, power, and operational-support equipment required to maintain safe and effective air traffic control tower operations. Bids were requested and one bid was received back. The bid was from Layton Construction in the amount of \$2,614,309. Staff recommends approval.

Staff Narrative (need/purpose):

In support of the new Airport Traffic Control Tower (ATCT), which is currently scheduled to be completed in October, 2026, furniture and air traffic control equipment are required by the FAA to support Air Traffic Operations. Bids were requested and one bid was received back. The bid was from Layton Construction in the amount of \$2,614,309. Staff recommends approval.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: \$2,614,309

Amount approved in current FY budget for item: \$2,400,000

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

Airport Air Traffic Control Tower construction surplus funds

Description of funding source:

FAA Grant and Airport Air Traffic Control Tower construction surplus funds

Recommendation (Include any conditions):

Staff Recommends Approval

Attachments



NOTICE OF AWARD

To: Layton Construction Company, LLC

Project: SGU AIR TRAFFIC CONTROL TOWER MINIMUM EQUIPMENT LIST (MEL) PACKAGE including Bid Alternate #1: Extend Warranty 2 years (total of 5 years)

Inquiry No.: **26-292**

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

You are hereby notified that your PROPOSAL has been accepted in the amount of Two Million, Six Hundred Fourteen Thousand, Three Hundred Nine and No/100 Dollars (\$2,614,309.00) on the condition that you execute the Agreement and obtain the performance BOND, the payment BOND, and the certificate of insurance within ten (10) calendar days from the date this NOTICE is delivered to you.

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

Dated this 20th day of August, 2026.

City of St. George
CITY

By _____

Name Jimmie B. Hughes

Title Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____,

this the ____ day of _____, 20__.

Name _____

Title _____



August 3, 2026

Dustin Warren
Airport Director
St. George Regional Airport
4508 South Airport Parkway
St. George, UT 84790

Subject: Project Award Recommendation
Reference #26-292
Schedule I: SGU AIR TRAFFIC CONTROL TOWER MINIMUM EQUIPMENT LIST (MEL)
PACKAGE

Dustin:

Bid proposals for the above-mentioned project were received and opened on July 21, 2026. The project was advertised on St George City's Bonfire Procurement Portal on June 23, 2026. A total of one (1) prime contractor submitted a formal bid.

The bid was tabulated for mathematical correctness and the bid is summarized in the following table, in order from lowest to highest total cost:

Bidder	Total Bid
Layton Construction, LLC	
Cost of all MEL equipment and installation (lump sum)	\$2,271,353.00
Cost of all furniture and installation (lump sum)	\$64,706.00
Bid Alternate #1: Extend Warranty 2 years (total of 5 years)	\$278,250.00
Total Bid Recommendation:	\$ 2,614,309.00

We checked the bid for errors or omissions. There were no errors in the bid, but the following omission was noted. In Layton Construction, LLC's upload, the series of certifications dropped off. They have now been received and are complete. This issue is an informality that can be waived at the City's discretion.

Woolpert, Inc.
35 South 400 West, Suite 200
St. George, UT 84770
435.673.4677

Page 2

- Layton Construction, LLC, was the lowest responsible bidder for the project.
- There is no DBE goal for this project.
- We have reviewed the qualifications of Layton Construction, LLC, and consider this firm capable of completing the proposed work.

Based on the information provided by Layton Construction, LLC, we recommend that St. George City award the construction project to Layton Construction, LLC, in the amount of \$2,614,309.00 for Schedule I, subject to available funding.

The following documents have been enclosed for your records:

- Tabulation of Bids

If you need additional information, please feel free to contact us.

Sincerely,



David R. Woods, AIA
Sr. Project Manager

Enclosures



TABULATION OF BIDS

St. George Regional Airport
 St. George, UT
 Reference #26-292

BID OPENING
 DATE: July 21, 2026
 TIME: 2:00 P.M. (LOCAL TIME)

Schedules 1 & 2: ATCT MEL Installation package

	Engineer's Estimate	Layton Construction	
Bid Proposal Summary		✓	
Bid Form including the following:		✓	
Addenda Acknowledgement B1, B2 & B3		✓	
Bid Proposal Accounting Breakout Schedule 1 & 2		✓	
Bid Bond		✓	
Contractor Information		✓	
Qualifications/Prequalification Statement		✓	
Subcontractor/Material Supplier List (within 5-days of Bid)		✓	
Certificate of Insurance (Submittal w/in 30-days)			
DBE Good Faith Requirements:		✓	
Disadvantaged Business Utilization Commitment		✓	
DBE Participation Form		✓	
EEO Report Statement		✓	
Certification of Compliance w/FAA Buy American Preference-Cons		✓	
Certification Regarding Domestic Preferences For Procurements		✓	
Certification Of Offeror/Bidder Regarding Debarment		✓	
Certification Of Lower Tier Contractors Regarding Debarment		✓	
Certification Regarding Lobbying		✓	
Certification of Offeror/Bidder Regarding Tax Delinquency and Felc		✓	
Trade Restriction Certification		✓	
Non-Collusion Affidavit		✓	
Cost of all MEL equipment and installation (lump sum)		\$ 2,271,353.00	Accept
Cost of all furniture and installation (lump sum)		\$ 64,706.00	Accept
Total Cost	\$ 2,400,000.00	\$ 2,336,059.00	
Bid Alternate #1: Extend Warranty 2 years (total of 5 years)		\$ 278,250.00	Accept
Bid Alternate #2: ILS Monitoring System		\$ 56,000.00	Decline



Agenda Date: 08/20/2026

Agenda Item Number: 2b

Subject:

Consider approval of purchasing new playground surfacing tiles from PlaySpace Designs for the Vernon Worthen Park playground.

Item at-a-glance:

Staff Contact: Nora Sorensen

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Vernon Worthen Park

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

This item is for the replacement of the playground surface tiles for Vernon Worthen Park. The current tiles have begun to lift and deteriorate and are in need of replacement. This purchase is for the material cost of the project. It is anticipated that the Parks Division will install the tiles. Staff received a quote from PlaySpace Designs through a state contract for this purchase in the amount of \$165,476.80. Vernon Worthen Park Playground Tile Replacement is included in the FY 2027 Business Plan. Staff recommends approval.

Staff Narrative (need/purpose):

The purpose of this purchase is to replace the existing aged tiles that have begun to lift and deteriorate and are in need of replacement. The replacement tiles will provide a new fresh look and safer experience for the users of the playground. The tiles are DuraSAFE Premium tiles that are 4.25 thick and are 2 X 2 and will come in the colors azure, emerald green, and sangria. Staff received a quote from PlaySpace Designs through a state contract for this purchase in the amount of \$165,476.80. Vernon Worthen Park Playground Tile Replacement is included in the FY 2027 Business Plan.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$165,476.80

Amount approved in current FY budget for item: Vernon Worthen Playground: \$320,000.

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

N/A

Description of funding source:

This project will be funded through CDBG funds and RAP tax funds.

Recommendation (Include any conditions):

Approval.

Attachments

QUOTE



1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00007576

Created or Revised Date:
8/11/2026

Expiration Date:
2026-08-14

Prepared By:
Haley Ormsby

Project Name Vernon Worthen Park Surfacing
Location St. George, Utah
Payment Terms 50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Color	Unit Price	Extended Price
1	SofSURFACES	DuraSAFE Premium Tiles, Vernon Worthen	DuraSAFE Premium Tiles, 4.25" thickness, adhesive for tile to tile, adhesive for tile to base, sealant, and freight	Azure, Emerald Green, Sangria	\$165,476.80	\$165,476.80

Total Cost	\$165,476.80
Tax Percentage	7.450%
Sales/Use Tax	\$0.00
Grand Total	\$165,476.80

MEMO

State Contract MA4823 reflected in pricing. Pricing includes, tiles, adhesives, sealant and freight.
Optional cost for SofSurfaces installation is \$35,775.29.

Accepted By: _____
Shipping Contact Name: _____
Nora Sorensen
Shipping Contact Cell No.: _____

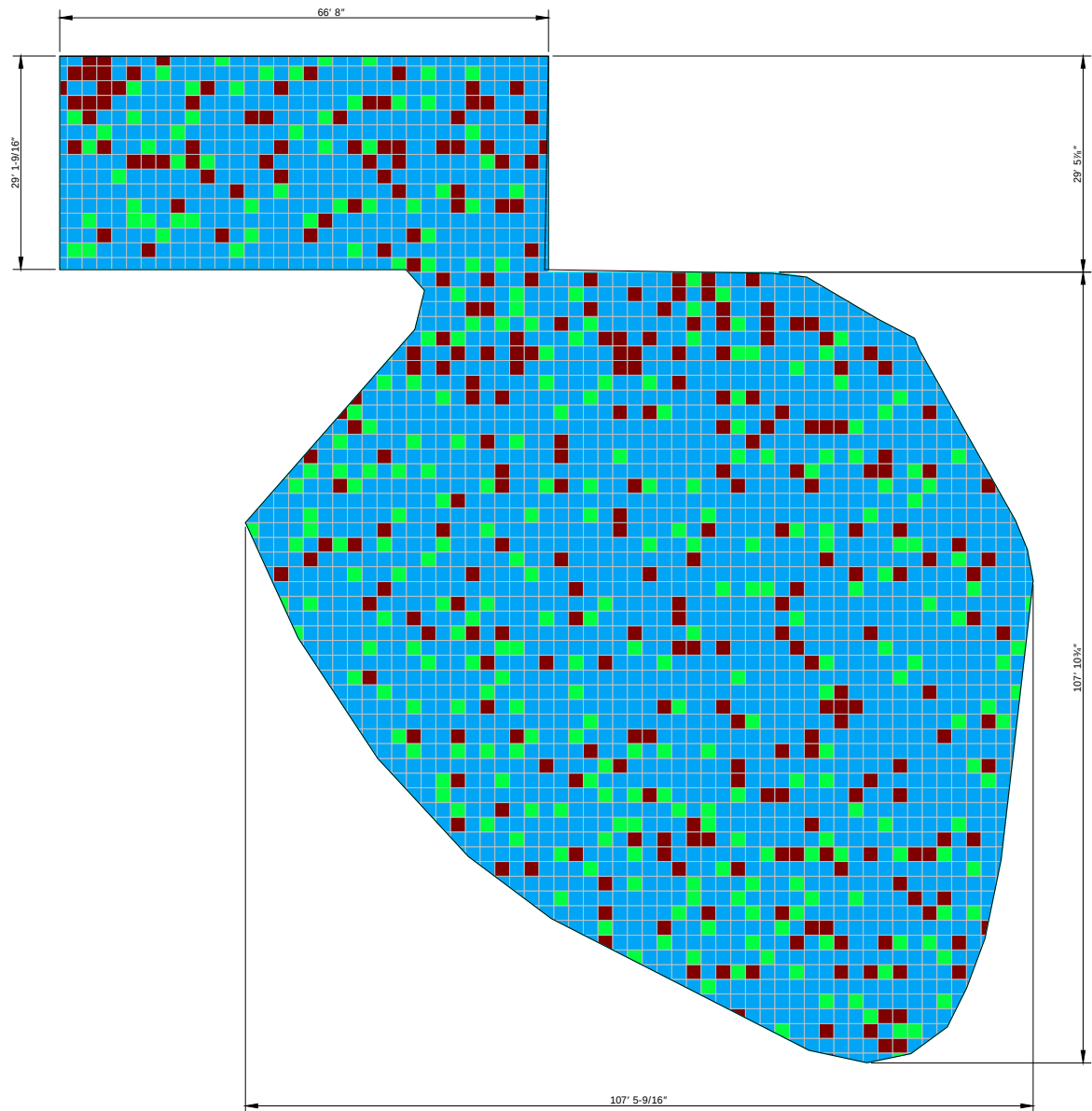
Accepted Date: _____
Ship to Address: _____
City, State, Zip Code: _____

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

Tile Layout - Area N° 1 - Vernon Worthen Park

Area (Sq. Ft.): 10169



X _____ The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

Agenda Date: 08/20/2026

Agenda Item Number: 2C

Subject:

Consider approval of purchasing playground equipment through a Sourcewell Cooperative Contract with Landscape Structures, Inc. for Thunder Junction Park 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):

This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by others. The proposed playground equipment includes swings, sensory panels, musical play, spinners, and a shade sail structure. Staff received a quote from Landscape Structures, Inc. through a Sourcewell Cooperative Contract for this purchase in the amount of \$139,995.56. The Thunder Junction Park 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. This purchase from Landscape Structures, Inc. is only a portion of the play equipment that is to be included in the playground. Additional play equipment is proposed to be provided by other suppliers.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$139,995.56

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

PROPOSAL



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



CONTACT: Jeff Sonntag
PHONE: 801.278.9797
FAX: 801.278.9794
EMAIL: jeff@sonntagrec.com
WEBSITE: www.sonntagrec.com

Sourcewell Contract Number: 010521-LSI

QUOTE #2626-3

SHIP TO: Thunder Junction Park

Pricing Good for 60 days from date of Proposal

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

F.O.B.

FREIGHT ☒ Prepaid ☐ Collect

Net 30 (Deposit may be required)
TERMS (Subject to Credit Approval by LSI)

REP	JOB NAME	LEAD TIME	
Jeff	Thunder Junction Park	TBD	
QTY	JOB DESCRIPTION	UNIT PRICE	LINE TOTAL
1	LSI - 5" Arch Swing Bay w/ 2 Belt Seat Swing Seats - 8' Beam Height		\$4,200.00
1	LSI - Double Bay Swing Bay with 2 Flexx Swing Seats - Integrated Hip Style Shade Unit		\$37,415.00
1	LSI - Ground Level Sensory Panels (Bongo Reach Panel & Sound Chimes Panel)		\$4,130.00
2	LSI - Chill Spinner	\$2,875.00	\$5,750.00
3	LSI - Saddle Spinner	\$990.00	\$2,970.00
1	LSI - ReviWheel Multi-user Spinner		\$6,985.00
1	LSI - FlyWheel Spinner		\$4,685.00
1	LSI - We-Go-Round w/ Perforated Panels & 2 Seats		\$40,940.00
1	LSI - Rhapsody Goblet, Kettle & Kundu Drums		\$6,180.00
1	Skyways - 4 Post Hypar Fabric Shade Unit		\$28,588.00
		SUBTOTAL	\$141,843.00
		FREIGHT	\$9,500.00
		SOURCEWELL DISCOUNT	-\$11,347.44
		TOTAL	\$139,995.56

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

ACCEPTED BY CUSTOMER DATE

PRINT NAME

PROPOSED BY LSI REPRESENTATIVE DATE

Jeff Sonntag 3/24/2026

PRINT NAME

TAXABLE: FREIGHT INSTALLATION

Images of Play Equipment.

Swings



Sensory Panels / Musical Play



Spinners



We-Go-Round



Shade Sail Structure





Agenda Date: 08/20/2026

Agenda Item Number: 2d

Subject:

Consider approval of purchasing playground equipment via a NPPGov Cooperative Procurement Contract with Berliner Seilfabrik Play Equipment Corporation for Thunder Junction Park 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):

This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by others. The proposed playground equipment includes two slides and nine inground trampolines. Staff received a quote from Berliner Seilfabrik Play Equipment Corporation via a NPPGov Cooperative Procurement Contract for this purchase in the amount of \$164,523.36. The Thunder Junction Park 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. This purchase from Berliner Seilfabrik Play Equipment Corporation is only a portion of the play equipment that is to be included in the playground. Additional play equipment is proposed to be provided by other suppliers.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$164,523.36

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
Paul Stead
390 N 3050 E
St. George, UT 84790

Page 1
Quotation 9285
Date February 20, 2026
Date of request February 20, 2026
by Rhett McIlff
Project no. P08735
Thunder Junction St George, UT

Your Contact Information
Your Customer no.: 2025600
Your Address no.: 50000334
Fon 435-627-4581
paul.stead@
sgcityutah.gov

Your Local Consultant
DIRECT REP Rhett

Your Contact in Berlin
Utah

Dear Madames and Sirs,
Thank you very much for your inquiry with regard to which we are glad to quote as follows:

Pos. No. / Description	Quantity	Unit of	Unit Price	Disc. %	Amount
<u>NPP.gov COOP Discount of 6% / Member #M-5722232</u>					
1 10001 10' PSI Slide as per drawing USP.09225-3 – 2/19/26 Including: Slide Adaptor & 3x Windows	1	Ea	26,442.00	6	24,855.48
2 10001 10' PSI Spiral Slide as per drawing USP.09225-3 – 2/19/26	1	Ea	23,467.00	6	22,058.98
3 10001 Bounce.03	2	Ea	10,210.00	6	19,194.80
4 10001 Bounce.04	7	Ea	13,445.00	6	88,468.10
5 10003 Freight and Packaging	1	Ea	9,946.00		9,946.00
Total USD					164,523.36

Payment terms 50% Down Payment, then 50% w/ 30 days
Delivery terms delivery duty paid

Awaiting your reply I remain
With kind regards

Berliner Seilfabrik Play Equipment Corporation

Images of Play Equipment.

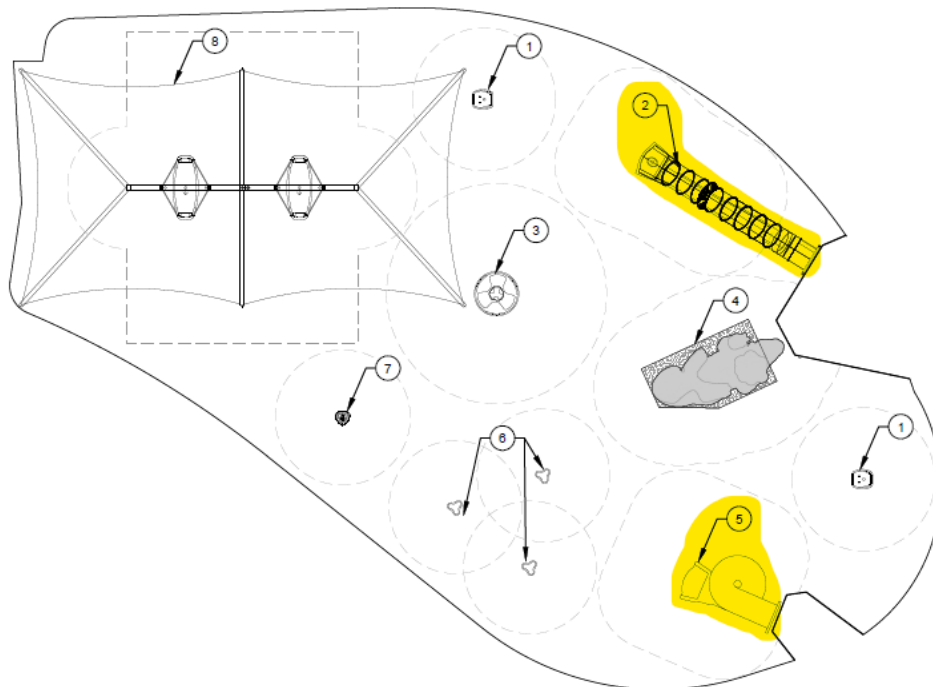
Slides



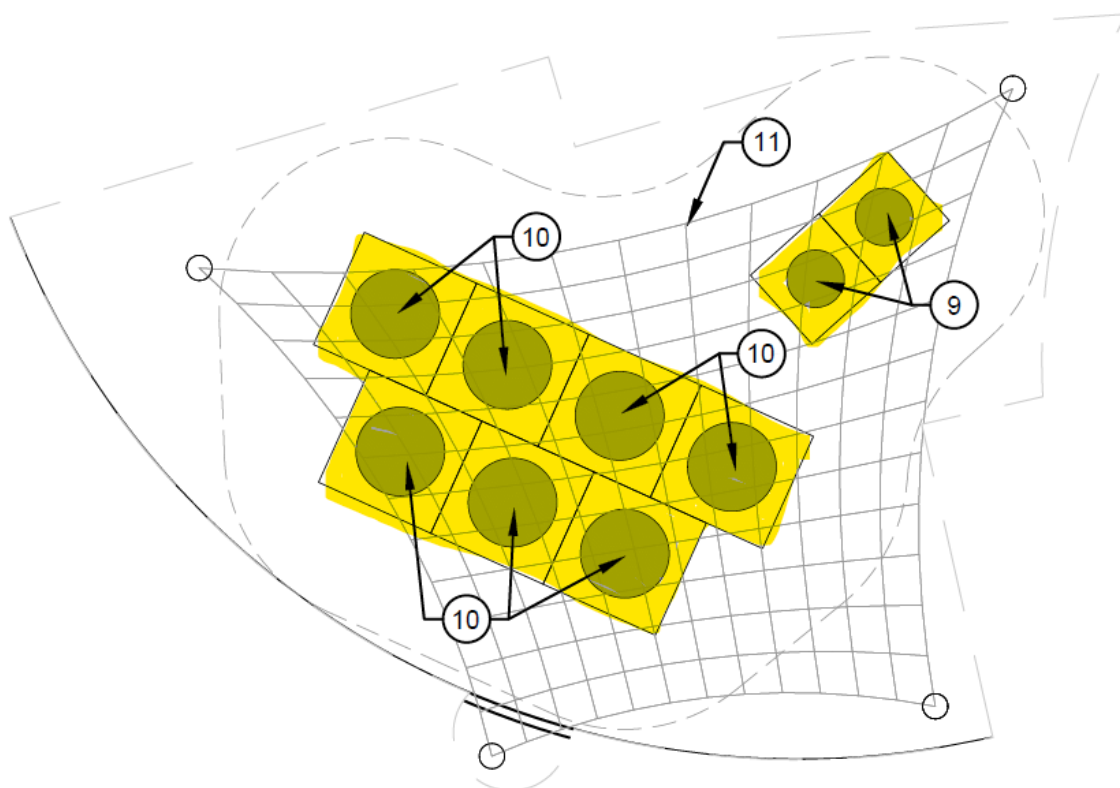
2 CUSTOM TUBE SLIDE
NOT TO SCALE



5 CUSTOM SPIRAL TUBE SLIDE
NOT TO SCALE



Inground Trampolines



Agenda Date: 08/20/2026

Agenda Item Number: 2e

Subject:

Consider approval of purchasing playground equipment through a state contract with PlaySpace Designs for Thunder Junction Park 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):

This proposed purchase is to provide new playground equipment for Thunder Junction Park Phase 2 and is for materials and delivery only. Playground surfacing and installation will be done by others. The proposed playground equipment includes a mammoth, giant sloth, cliff rider, climbers, spinner, communication panel, and robinia poles. Staff received a quote from PlaySpace Designs through a state contract for this purchase in the amount of \$687,044.06. The Thunder Junction Park 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. This purchase from PlaySpace Designs is only a portion of the play equipment that is to be included in the playground. Additional play equipment is proposed to be provided by other suppliers.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: \$687,044.06

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

QUOTE



1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00006409

Created or Revised Date:
7/16/2026

Expiration Date:
2026-09-14

Prepared By:
Ali Jones

Project Name Thunder Junction
Location St. George, Utah
Payment Terms 50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Unit Price	Extended Price
1	Kompan	KRS8201278	Custom Woolly Mammoth	\$493,225.36	\$493,225.36
1	Kompan	KMS9701277	Custom Ice Age Cliff Rider	\$30,918.60	\$30,918.60
1	Kompan	BLX480480	Custom Ice Age BLQX 2	\$19,864.80	\$19,864.80
1	Kompan	NRO936659	Custom Embankment Rope Climber	\$3,740.67	\$3,740.67
2	Kompan	PCM003721-0901	Play Panel High, Comm.unication - Steel	\$1,818.27	\$3,636.54
1	Kompan	GXY801621-3717	GXY801621-3717 - SPICA 3,IG IG90	\$1,946.43	\$1,946.43
1	Kompan	NRO937996	Robinia Poles, 12' Height	\$7,737.66	\$7,737.66
1	Kompan	PS Kompan Freight	PS Kompan Freight - Ocean Freight	\$60,000.00	\$60,000.00
1	ID Sculpture	Giant Sloth	Custom Giant Sloth - Access element for a 10' deck. Hand gripping required.	\$60,560.00	\$60,560.00
1	ID Sculpture	Surcharge IDS	Surcharge IDS - Material Surcharge	\$1,514.00	\$1,514.00
1	ID Sculpture	PSF - IDS	PS Freight ID Sculpture	\$3,900.00	\$3,900.00

Total Cost	\$687,044.06
Tax Percentage	0.000%
Sales/Use Tax	\$0.00
Grand Total	\$687,044.06

MEMO

State Discount Pricing applied. MA4823. Equipment installed by others.

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

QUOTE



1030 W. Bellwood Lane
Murray, Utah 84123
801-274-0212

Quote Number:
00006409

Created or Revised Date:
7/16/2026

Expiration Date:
2026-09-14

Prepared By:
Ali Jones

Accepted By: _____

Accepted Date: _____

Shipping Contact Name: _____

Ship to Address: _____

City, State, Zip Code: _____

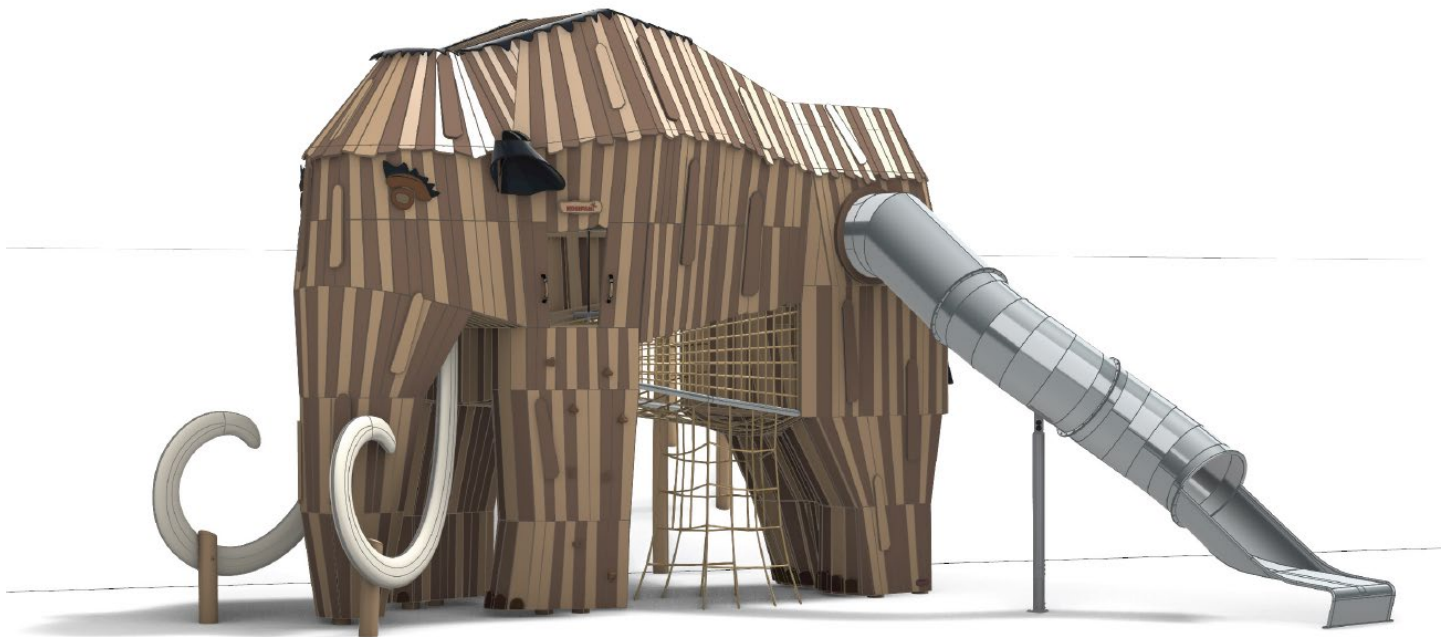
Shipping Contact Cell No.: _____

NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

Images of Play Equipment.

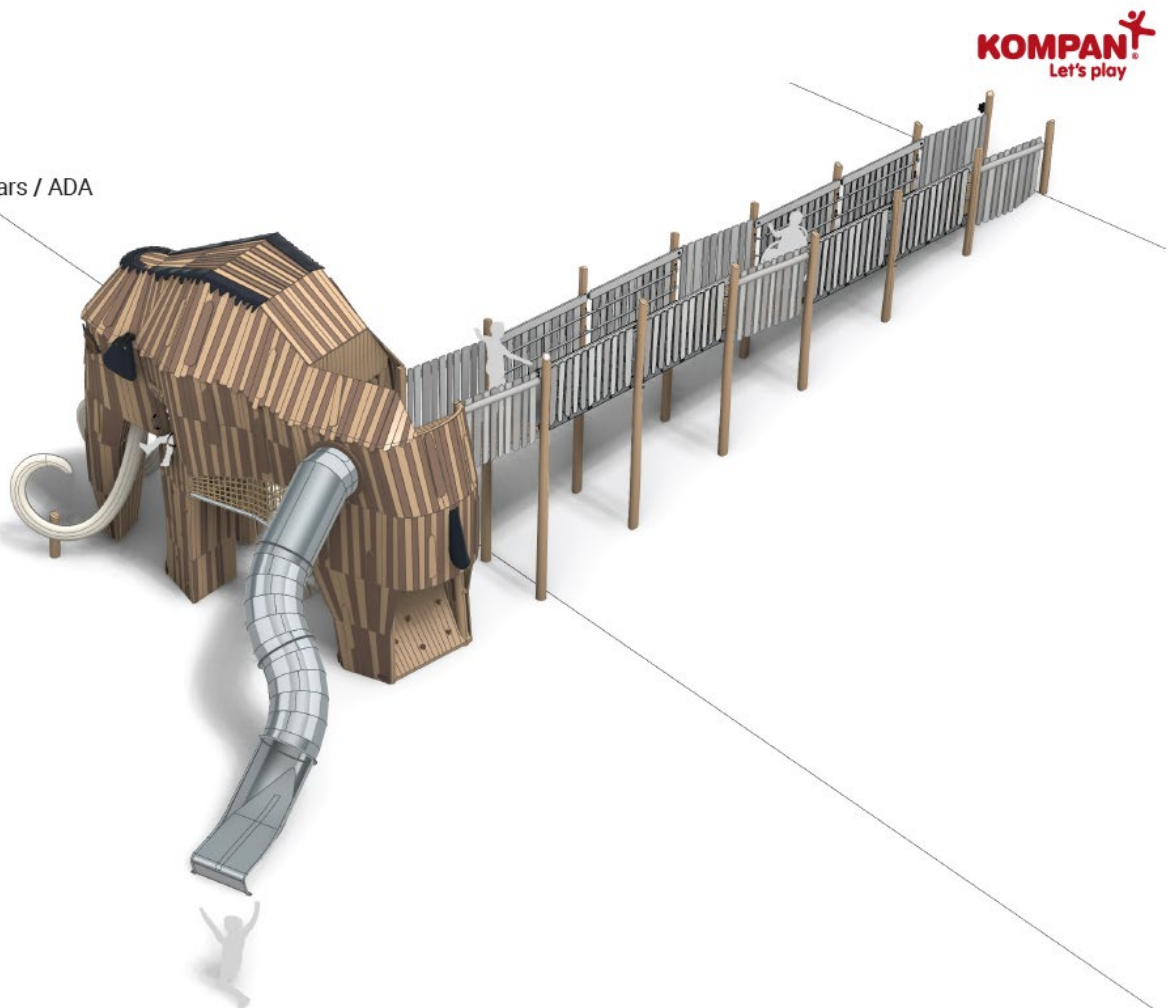
Mammoth



Design

ASTM F1487 / 5-12 years / ADA

Inground Wood



Giant Sloth



3

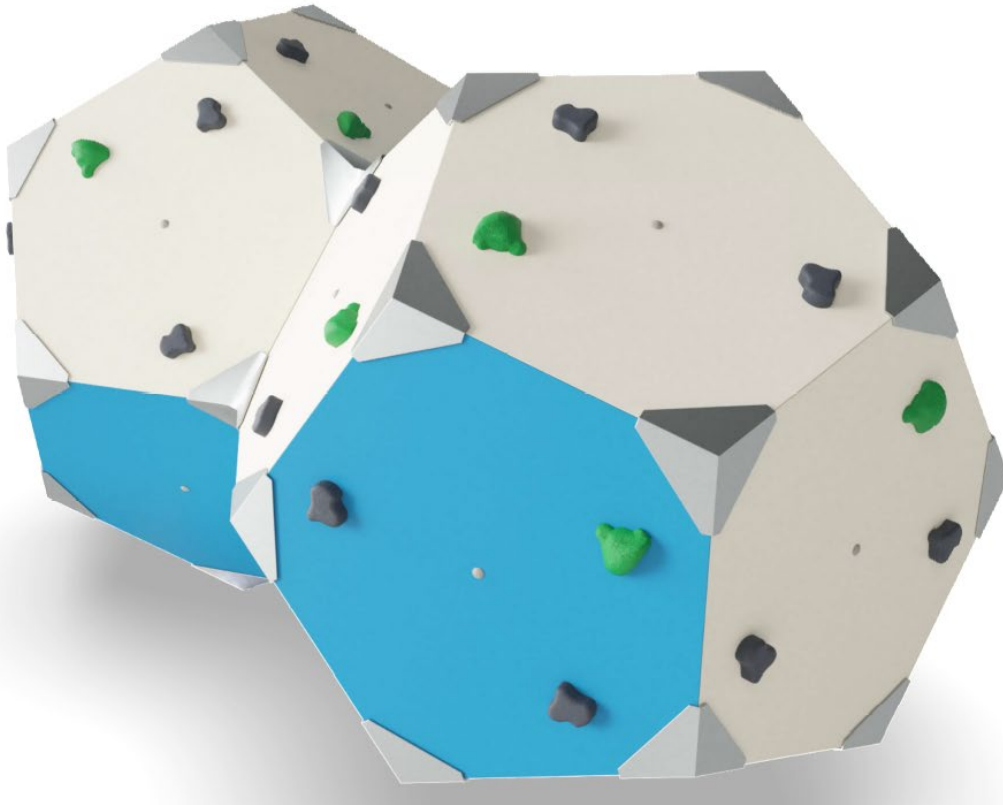
Prehistoric Sloth



4

Prehistoric Sloth

BLX Climber



BLX-CUSTOM

480480

Identical w/: BLX410201-3717
Footings: 90 cm
Color: HDPE (Light blue) -0311
HDPE (White) -0313

Designer MarLin
Created 05.01.2026

Cliff Rider



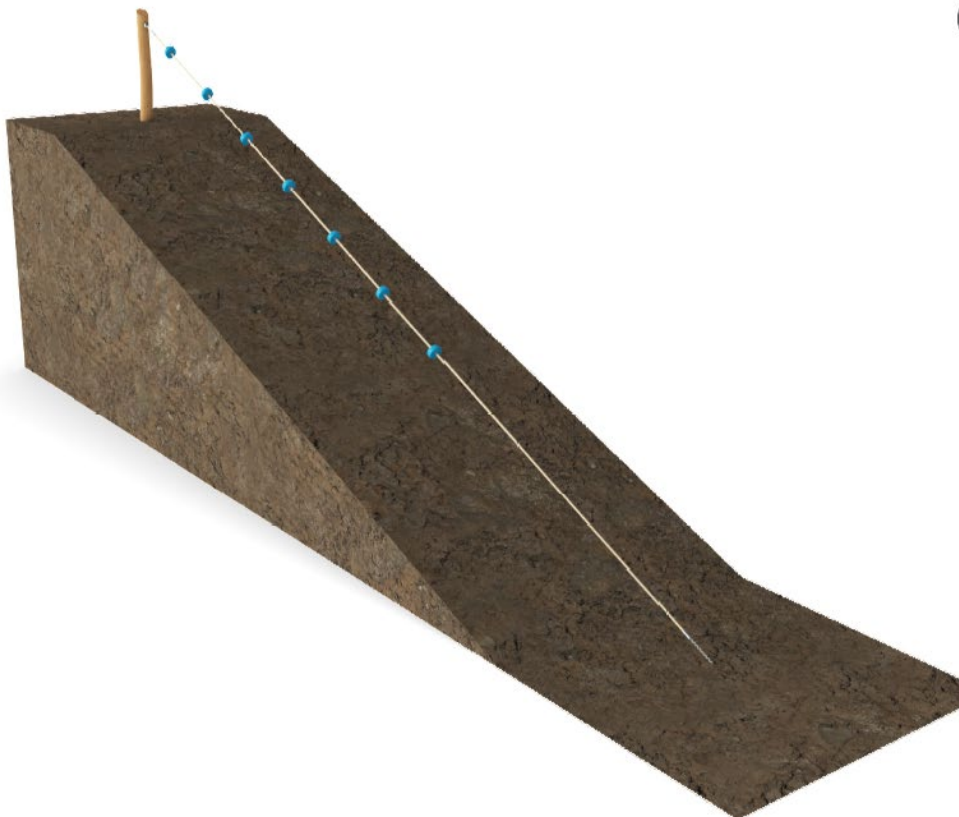
Created 12.1.2026

Designer MirTre

Rope Climber

NRO-CUSTOM

936659



Spinner – Spica



Communication Panel



Robinia Poles



Agenda Date: 08/20/2026

Agenda Item Number: 2f

Subject:

Consider approval of a contract with Suncore Construction and Materials, Inc. to construct the 250 West Reconstruction project (Black Ridge Dr. to Tech Ridge Pkwy).

Item at-a-glance:

Staff Contact: Cathy Hasfurther

Applicant Name: City of St. George

Reference Number: 26-284

Address/Location:

250 West from Black Ridge Dr. to Tech Ridge Pkwy

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

This item is to consider award of a construction contract for the reconstruction of Black Ridge Dr. to Tech Ridge Parkway. The 250 West Reconstruction is approximately 700 feet long, the project includes a full road over-excavation, storm drain and water utilities, pavement, curb and gutter and sidewalk. The City requested bids and six bids were received back. Based on the evaluation of the bids received the highest scoring bid was from Suncore Construction and Materials, Inc. in the amount of \$854,000. Staff recommends approval.

Staff Narrative (need/purpose):

The 250 West Reconstruction is approximately 700 feet long, the project includes a full road over-excavation, storm drain and water utilities, pavement, curb and gutter and sidewalk. This project is needed due to heaving of the roadway in the area. The City requested proposals and six proposals were received. Based on the evaluation of the proposals received the highest scoring proposal was from Suncore Construction and Materials.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: 854,000

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

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

The Public Works Capital Project Funds will cover the funding with TIF

Description of funding source:

Public Works Capital Projects Fund - Tech Ridge Roads, Utility and Other infrastructure, TIF

Recommendation (Include any conditions):

Staff recommends approval

Attachments

26-284
250 WEST RECONSTRUCTION
Scoring Summary

	Total Rating
Contractor	/ 100 pts
Suncore Construction & Materials Inc	98.63
JP Excavating, Inc.	82.35
Feller Enterprises	79.05
Royal T Enterprises	77.45
Landmark Excavating, Inc	61.66
Ground Worx Corp	42.39

26-284 **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.				Feller Enterprises (U36)		Ground Worx Corp (P58)		JP Excavating, Inc. (N45)		Landmark Excavating, Inc (X67)		Royal T Enterprises (C85)		Suncore Construction & Materials Inc (Y82)	
			Total Cost	\$934,909.72		\$1,665,151.75		\$1,170,550.00		\$1,624,794.75		\$1,136,395.00		\$854,000.00	
		Quantity Required	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
#	Items														
1															
#1-1	General Condition/Mobilization	1	LS	\$20,000.00	\$20,000.00	\$19,500.00	\$19,500.00	\$40,000.00	\$40,000.00	\$108,850.00	\$108,850.00	\$60,000.00	\$60,000.00	\$70,531.50	\$70,531.50
#1-2	Dust Control	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$21,170.00	\$21,170.00	\$21,600.00	\$21,600.00	\$4,800.00	\$4,800.00
#1-3	Traffic Control	1	LS	\$19,075.83	\$19,075.83	\$23,600.00	\$23,600.00	\$20,000.00	\$20,000.00	\$126,000.00	\$126,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
#1-4	Pre-Construction Documentation/SWPPP Documentation	1	LS	\$6,132.36	\$6,132.36	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$6,875.00	\$6,875.00	\$6,000.00	\$6,000.00	\$1,100.00	\$1,100.00
	Documentation	1	LS	\$6,132.36	\$6,132.36	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$6,875.00	\$6,875.00	\$6,000.00	\$6,000.00	\$1,100.00	\$1,100.00
#1-5	Earthwork/Export/Clay Removal	1	LS	\$160,440.56	\$160,440.56	\$176,000.00	\$176,000.00	\$80,000.00	\$80,000.00	\$109,150.00	\$109,150.00	\$81,500.00	\$81,500.00	\$81,500.00	\$81,500.00
#1-6	Granular Structural Fill Import (Approx.2,850 CY)	1	LS	\$102,496.42	\$102,496.42	\$110,000.00	\$110,000.00	\$85,000.00	\$85,000.00	\$117,400.00	\$117,400.00	\$80,000.00	\$80,000.00	\$44,000.00	\$44,000.00
	Lower Permeable Structural Fill Import (Approx. 6,242 CY)	1	LS	\$96,712.64	\$96,712.64	\$150,000.00	\$150,000.00	\$220,000.00	\$220,000.00	\$123,300.00	\$123,300.00	\$120,000.00	\$120,000.00	\$107,000.00	\$107,000.00
#1-8	Rock Track-out Pad (2 Locations)	1	LS	\$5,929.71	\$5,929.71	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$6,640.00	\$6,640.00	\$4,000.00	\$4,000.00	\$10,400.00	\$10,400.00
#1-9	SWPPP Items	1	LS	\$1,015.45	\$1,015.45	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00	\$6,270.00	\$6,270.00	\$10,000.00	\$10,000.00	\$13,200.00	\$13,200.00
#1-10	Remove Existing Asphalt (Approx. 31,075 SF)	1	LS	\$18,685.53	\$18,685.53	\$64,000.00	\$64,000.00	\$36,000.00	\$36,000.00	\$22,980.00	\$22,980.00	\$17,500.00	\$17,500.00	\$17,000.00	\$17,000.00
	Remove Existing Concrete (Approx. 3,735 SF)	1	LS	\$1,460.81	\$1,460.81	\$40,800.00	\$40,800.00	\$6,500.00	\$6,500.00	\$9,835.00	\$9,835.00	\$6,800.00	\$6,800.00	\$3,000.00	\$3,000.00
#1-12	Remove Existing Waterway (Approx. 1,010 SF)	1	LS	\$1,015.70	\$1,015.70	\$40,800.00	\$40,800.00	\$3,000.00	\$3,000.00	\$3,255.00	\$3,255.00	\$7,300.00	\$7,300.00	\$1,000.00	\$1,000.00
	Remove Existing Curb and Gutter (Approx. 1,240 LF)	1	LS	\$5,843.22	\$5,843.22	\$40,800.00	\$40,800.00	\$1,500.00	\$1,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$3,000.00	\$3,000.00
#1-14	Remove Existing Water Lines, Valves, & Fittings	1	LS	\$4,517.94	\$4,517.94	\$40,800.00	\$40,800.00	\$20,000.00	\$20,000.00	\$11,670.00	\$11,670.00	\$27,550.00	\$27,550.00	\$9,000.00	\$9,000.00
	Remove & Replace Existing Asphalt (Black Ridge Dr) (4"x12")	540	SF	\$14.15	\$7,641.00	\$75.00	\$40,500.00	\$12.00	\$6,480.00	\$15.50	\$8,370.00	\$13.00	\$7,020.00	\$8.30	\$4,482.00
#1-16	3x3 Single Catch Basin	1	EA	\$5,792.63	\$5,792.63	\$5,350.00	\$5,350.00	\$6,500.00	\$6,500.00	\$21,020.00	\$21,020.00	\$9,500.00	\$9,500.00	\$4,500.00	\$4,500.00
#1-17	28" HDPE IPS DR-17 Fused Storm Drain Pipe (Pipe Material Provided)	670	LF	\$48.58	\$32,548.60	\$250.00	\$167,500.00	\$100.00	\$67,000.00	\$411.00	\$275,370.00	\$96.50	\$64,655.00	\$67.80	\$45,426.00
	Field Located and Tie to Existing Storm Drain Box (2 Locations)	1	LS	\$6,890.06	\$6,890.06	\$7,000.00	\$7,000.00	\$650.00	\$650.00	\$5,260.00	\$5,260.00	\$13,500.00	\$13,500.00	\$1,800.00	\$1,800.00
#1-19	8" PVC DR-18 C900 Water Line & Locator Wire	915	LF	\$44.06	\$40,314.90	\$65.00	\$59,475.00	\$90.00	\$82,350.00	\$118.00	\$107,970.00	\$80.00	\$73,200.00	\$39.00	\$35,685.00
#1-20	8" Gate Valve	8	EA	\$5,192.62	\$41,540.96	\$6,780.00	\$54,240.00	\$5,900.00	\$47,200.00	\$5,165.00	\$41,320.00	\$5,900.00	\$47,200.00	\$4,600.00	\$36,800.00
#1-21	8"x8" Cross	2	EA	\$1,826.08	\$3,652.16	\$3,150.00	\$6,300.00	\$2,000.00	\$4,000.00	\$3,155.00	\$6,310.00	\$4,600.00	\$9,200.00	\$1,800.00	\$3,600.00
#1-22	8"x8" Tee	1	EA	\$2,761.66	\$2,761.66	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,350.00	\$2,350.00	\$2,600.00	\$2,600.00	\$1,200.00	\$1,200.00
#1-23	8"x6" Tee	2	EA	\$1,715.14	\$3,430.28	\$1,100.00	\$2,200.00	\$1,500.00	\$3,000.00	\$2,125.00	\$4,250.00	\$1,950.00	\$3,900.00	\$1,000.00	\$2,000.00
#1-24	8" End Cap	3	EA	\$1,476.87	\$4,430.61	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$1,970.00	\$5,910.00	\$2,400.00	\$7,200.00	\$1,150.00	\$3,450.00
#1-25	Field Locate and Tie to Existing Water Lines (6 Location)	1	LS	\$6,992.67	\$6,992.67	\$30,219.00	\$30,219.00	\$8,000.00	\$8,000.00	\$16,120.00	\$16,120.00	\$23,200.00	\$23,200.00	\$10,000.00	\$10,000.00
	Gas Coordination of Installtion	1	LS	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$9,750.00	\$9,750.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00
#1-27	Communication Coordination of Installation	1	LS	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$5,625.00	\$5,625.00	\$1,200.00	\$1,200.00	\$950.00	\$950.00
	Raise and Collar Existing Sewer & SD Manholes	5	EA	\$658.30	\$3,291.50	\$1,950.00	\$9,750.00	\$2,000.00	\$10,000.00	\$756.00	\$3,780.00	\$1,500.00	\$7,500.00	\$650.00	\$3,250.00

#1-29	Raise & Collar Existing Water Valves	3	EA	\$431.90	\$1,295.70	\$1,100.00	\$3,300.00	\$1,900.00	\$5,700.00	\$502.00	\$1,506.00	\$850.00	\$2,550.00	\$430.00	\$1,290.00
#1-30	4" Category I Asphalt	31075	SF	\$2.94	\$91,360.50	\$4.00	\$124,300.00	\$2.70	\$83,902.50	\$3.40	\$105,655.00	\$3.45	\$107,208.75	\$2.55	\$79,241.25
#1-31	12" Type II Gravel Road Base	31075	SF	\$1.84	\$57,178.00	\$2.35	\$73,026.25	\$1.90	\$59,042.50	\$2.10	\$65,257.50	\$2.25	\$69,918.75	\$1.70	\$52,827.50
#1-32	BX1200 Geo Grid	38475	SF	\$0.23	\$8,849.25	\$2.00	\$76,950.00	\$0.40	\$15,390.00	\$0.45	\$17,313.75	\$0.30	\$11,542.50	\$0.17	\$6,540.75
#1-33	4" Thick Concrete Sidewalk with 4" Road Base	6560	SF	\$6.15	\$40,344.00	\$12.00	\$78,720.00	\$10.00	\$65,600.00	\$10.00	\$65,600.00	\$9.00	\$59,040.00	\$8.50	\$55,760.00
#1-34	30" High Back Curb & Gutter with Road Base	1245	LF	\$36.22	\$45,093.90	\$45.70	\$56,896.50	\$33.00	\$41,085.00	\$46.50	\$57,892.50	\$32.00	\$39,840.00	\$35.00	\$43,575.00
#1-35	ADA Access Ramps	8	EA	\$1,749.28	\$13,994.24	\$3,150.00	\$25,200.00	\$4,000.00	\$32,000.00	\$2,840.00	\$22,720.00	\$3,520.00	\$28,160.00	\$2,700.00	\$21,600.00
#1-36	6' Wide Valley Gutter	3	EA	\$10,295.32	\$30,885.96	\$16,800.00	\$50,400.00	\$7,000.00	\$21,000.00	\$6,875.00	\$20,625.00	\$8,600.00	\$25,800.00	\$8,000.00	\$24,000.00
#1-37	Pavement Markings	1	LS	\$4,959.72	\$4,959.72	\$8,600.00	\$8,600.00	\$6,500.00	\$6,500.00	\$4,125.00	\$4,125.00	\$2,160.00	\$2,160.00	\$2,100.00	\$2,100.00
#1-38	3x3 Single Catch Basin	1	EA	\$6,289.42	\$6,289.42	\$2,850.00	\$2,850.00	\$6,500.00	\$6,500.00	\$9,925.00	\$9,925.00	\$8,300.00	\$8,300.00	\$5,500.00	\$5,500.00
#1-39	Field Located and Tie to Existing Storm Drain Box (1 Locations)	1	LS	\$3,040.48	\$3,040.48	\$2,850.00	\$2,850.00	\$1,000.00	\$1,000.00	\$2,815.00	\$2,815.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
#1-40	24" ADS S2.02 SanTite HP Storm Drain Pipe (Water Tight)	255	LF	\$92.57	\$23,605.35	\$115.00	\$29,325.00	\$130.00	\$33,150.00	\$212.00	\$54,060.00	\$110.00	\$28,050.00	\$78.20	\$19,941.00



Agenda Date: 08/20/2026

Agenda Item Number: 2g

Subject:

Consider approval of a contract with JP Excavating, Inc. to construct the George Washington Boulevard from the Virgin River Bridge to River Road project.

Item at-a-glance:

Staff Contact: Rick Snyder

Applicant Name: City of St. George

Reference Number: 26-296

Address/Location:

George Washington Blvd Construction - Virgin River Bridge to River Road

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

The George Washington Boulevard Construction - Virgin River Bridge to River Road project includes connecting George Washington Boulevard from the new Virgin River bridge to River Road. It also incorporates utilities, drainage, a pedestrian overpass and related work. A total of 9 bids were received for the project. The bids were evaluated based on four categories; Work Qualification, Past Performance, Construction Schedule, and Bid Cost. JP Excavating, Inc. is the highest scoring bidder and is recommended for project construction.

Staff Narrative (need/purpose):

The George Washington Boulevard is part of the city's long-range plan to improve regional transportation and connectivity in the region. This section of the roadway will help relieve congestion on River Road and Riverside Drive and create another much needed east-west route. Construction is schedule to begin in September, work is expected to be completed in the spring of 2027.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact:

Cost for the agenda item: \$10,412,161.54

Amount approved in current FY budget for item: 20,000,000

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

N/A

Description of funding source:

87-8700-7725 - 1450 S Extension to Crosby Way

Recommendation (Include any conditions):

Staff recommends Approval

Attachments

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Scoring Summary

	TOTAL SCORE
Bidder	/ 100 pts
JP Excavating, Inc.	92.87
Suncore Construction & Materials Inc.	87.34
Royal T Enterprises	77.63
Interstate Rock Products, Inc.	75.22
Landmark Excavating, Inc.	66.8
Feller Enterprises	63.66
Index Construction, LLC	63.16
Phaze Concrete	59.96
Whitaker Construction Co.	46.4

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AS READ BID TAB - This is the initial reading of the bids. All of the information is subject to verification and evaluation of additional crteria in accordance with the published bid.																					
				Feller Enterprises		Index Construction, LLC		Interstate Rock Products, Inc.		JP Excavating, Inc.		Landmark Excavating, Inc.		Phaze Concrete		Royal T Enterprises		Suncore Construction & Materials Inc.		Whitaker Construction Co.	
				\$10,136,367.76		\$10,651,823.89		\$9,579,617.20		\$10,412,161.54		\$12,780,520.40		\$11,311,282.53		\$8,927,738.96		\$9,899,034.08		\$13,938,232.25	
#	Items	Quantity Required	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1																					
#1-1	Mobilization	1	Lump	\$300,000.00	\$300,000.00	\$205,197.22	\$205,197.22	\$365,000.00	\$365,000.00	\$250,000.00	\$250,000.00	\$827,700.00	\$827,700.00	\$560,125.37	\$560,125.37	\$50,000.00	\$50,000.00	\$540,000.00	\$540,000.00	\$718,500.00	\$718,500.00
#1-2	SWPPP, Traffic Control, and Site Access	1	Lump	\$52,547.00	\$52,547.00	\$124,157.78	\$124,157.78	\$9,300.00	\$9,300.00	\$50,000.00	\$50,000.00	\$32,440.00	\$32,440.00	\$114,400.95	\$114,400.95	\$40,000.00	\$40,000.00	\$56,000.00	\$56,000.00	\$77,300.00	\$77,300.00
#1-3	Maintain Existing Trail Access	1	Lump	\$8,846.44	\$8,846.44	\$23,251.13	\$23,251.13	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$3,965.00	\$3,965.00	\$19,654.91	\$19,654.91	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$24,400.00	\$24,400.00
#1-4	Construction Limits Fence	14000	Ln Ft	\$3.93	\$55,020.00	\$3.00	\$42,000.00	\$5.00	\$70,000.00	\$4.00	\$56,000.00	\$3.90	\$54,600.00	\$6.34	\$88,760.00	\$2.50	\$35,000.00	\$4.00	\$56,000.00	\$4.00	\$56,000.00
#1-5	Clear and Grub	21	Acre	\$3,216.50	\$67,546.50	\$2,389.54	\$50,180.34	\$550.00	\$11,550.00	\$1,500.00	\$31,500.00	\$9,470.00	\$198,870.00	\$2,045.67	\$42,959.07	\$1,000.00	\$21,000.00	\$2,300.00	\$48,300.00	\$2,850.00	\$59,850.00
#1-6	Earthwork - General	59392	Cu Yd	\$15.41	\$915,230.72	\$8.32	\$494,141.44	\$13.00	\$772,096.00	\$14.00	\$831,488.00	\$13.50	\$801,792.00	\$14.42	\$856,432.64	\$10.00	\$593,920.00	\$11.30	\$671,129.60	\$29.00	\$1,722,368.00
#1-7	Earthwork - Structural Fill for MSE Wall	1616	Cu Yd	\$13.03	\$21,056.48	\$30.67	\$49,562.72	\$47.50	\$76,760.00	\$53.00	\$85,648.00	\$30.00	\$48,480.00	\$73.30	\$118,452.80	\$40.00	\$64,640.00	\$42.10	\$68,033.60	\$43.00	\$69,488.00
#1-8	Settlement Monuments	4	Each	\$2,195.55	\$8,782.20	\$3,136.02	\$12,544.08	\$4,600.00	\$18,400.00	\$1,250.00	\$5,000.00	\$904.00	\$3,616.00	\$1,322.66	\$5,290.64	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00	\$935.00	\$3,740.00
#1-9	Remove Existing Roadway Asphalt	17478	Sq Ft	\$0.73	\$12,758.94	\$0.40	\$6,991.20	\$0.22	\$3,845.16	\$1.00	\$17,478.00	\$2.10	\$36,703.80	\$2.31	\$40,374.18	\$0.40	\$6,991.20	\$0.45	\$7,865.10	\$0.70	\$12,234.60
#1-10	Remove Existing Curb and Gutter	527	Ln Ft	\$1.84	\$969.68	\$2.95	\$1,554.65	\$2.95	\$1,554.65	\$6.50	\$3,425.50	\$6.40	\$3,372.80	\$4.65	\$2,450.55	\$10.00	\$5,270.00	\$9.00	\$4,743.00	\$2.30	\$1,212.10
#1-11	Remove Existing Concrete Sidewalk	2878	Sq Ft	\$1.10	\$3,165.80	\$0.72	\$2,072.16	\$1.65	\$4,748.70	\$2.70	\$7,770.60	\$2.50	\$7,195.00	\$0.83	\$2,388.74	\$6.00	\$17,268.00	\$1.70	\$4,892.60	\$0.60	\$1,726.80
#1-12	Remove Existing Trail Asphalt	15637	Sq Ft	\$0.70	\$10,945.90	\$0.28	\$4,378.36	\$0.32	\$5,003.84	\$1.00	\$15,637.00	\$1.80	\$28,146.60	\$0.47	\$7,349.39	\$0.40	\$6,254.80	\$0.45	\$7,036.65	\$0.30	\$4,691.10
#1-13	Remove Existing Landscaping	8254	Sq Ft	\$0.45	\$3,714.30	\$0.10	\$825.40	\$0.22	\$1,815.88	\$1.25	\$10,317.50	\$0.85	\$7,015.90	\$0.67	\$5,530.18	\$2.00	\$16,508.00	\$2.75	\$22,698.50	\$0.60	\$4,952.40
#1-14	Remove Existing Rock Rip-Rap	1	Lump	\$18,474.80	\$18,474.80	\$6,725.21	\$6,725.21	\$18,100.00	\$18,100.00	\$3,100.00	\$3,100.00	\$40,000.00	\$40,000.00	\$25,134.68	\$25,134.68	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$13,400.00	\$13,400.00
#1-15	Remove Existing Sewer Manhole	1	Each	\$2,313.86	\$2,313.86	\$3,338.81	\$3,338.81	\$4,600.00	\$4,600.00	\$1,200.00	\$1,200.00	\$20,790.00	\$20,790.00	\$1,262.77	\$1,262.77	\$5,000.00	\$5,000.00	\$16,300.00	\$16,300.00	\$1,470.00	\$1,470.00
#1-16	Remove Existing Curb Inlet Catch Basin	4	Each	\$2,313.86	\$9,255.44	\$618.33	\$2,473.32	\$640.00	\$2,560.00	\$1,200.00	\$4,800.00	\$783.00	\$3,132.00	\$768.26	\$3,073.04	\$2,500.00	\$10,000.00	\$560.00	\$2,240.00	\$335.00	\$1,340.00
#1-17	Remove Existing 24" Poly Storm Drain Pipe	28	Ln Ft	\$38.38	\$1,074.64	\$20.82	\$582.96	\$16.00	\$448.00	\$21.00	\$588.00	\$11.50	\$322.00	\$28.06	\$785.68	\$100.00	\$2,800.00	\$17.00	\$476.00	\$10.00	\$280.00
#1-18	Remove Existing 15" Poly Storm Drain Pipe	61	Ln Ft	\$38.38	\$2,341.18	\$20.42	\$1,245.62	\$14.00	\$854.00	\$17.00	\$1,037.00	\$11.50	\$701.50	\$28.06	\$1,711.66	\$50.00	\$3,050.00	\$17.00	\$1,037.00	\$10.00	\$610.00
#1-19	Remove Existing Roadway Striping	1	Lump	\$3,410.17	\$3,410.17	\$3,092.56	\$3,092.56	\$2,900.00	\$2,900.00	\$3,400.00	\$3,400.00	\$2,835.00	\$2,835.00	\$2,970.00	\$2,970.00	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$2,950.00	\$2,950.00
#1-20	Remove and Replace Pedestrian Signal	1	Each	\$3,555.42	\$3,555.42	\$3,092.56	\$3,092.56	\$4,850.00	\$4,850.00	\$3,300.00	\$3,300.00	\$4,790.00	\$4,790.00	\$4,620.00	\$4,620.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,320.00	\$3,320.00
#1-21	Asphalt - 6 1/2" Depth	311536	Sq Ft	\$4.05	\$1,261,720.80	\$4.20	\$1,308,451.20	\$3.90	\$1,214,990.40	\$3.90	\$1,214,990.40	\$4.30	\$1,339,604.80	\$3.65	\$1,137,106.40	\$4.25	\$1,324,028.00	\$3.78	\$1,177,606.08	\$4.00	\$1,246,144.00
#1-22	Asphalt and Base Within Existing 1450 S	22879	Sq Ft	\$6.14	\$140,477.06	\$5.40	\$123,546.60	\$3.90	\$89,228.10	\$5.00	\$114,395.00	\$5.60	\$128,122.40	\$10.32	\$236,111.28	\$4.25	\$97,235.75	\$5.50	\$125,834.50	\$13.50	\$308,866.50
#1-23	Trail Asphalt - 2 1/2" Depth	28774	Sq Ft	\$1.80	\$51,793.20	\$1.87	\$53,807.38	\$1.90	\$54,670.60	\$1.90	\$54,670.60	\$1.90	\$54,670.60	\$4.55	\$130,921.70	\$2.10	\$60,425.40	\$1.85	\$53,231.90	\$1.80	\$51,793.20
#1-24	Asphalt Seal Coat	28774	Sq Ft	\$0.47	\$13,523.78	\$0.55	\$15,825.70	\$0.51	\$14,674.74	\$0.60	\$17,264.40	\$2.80	\$80,567.20	\$0.35	\$10,070.90	\$0.49	\$14,099.26	\$0.50	\$14,387.00	\$0.30	\$8,632.20
#1-25	Type II Road Base - 10" Depth	311536	Sq Ft	\$1.47	\$457,957.92	\$1.01	\$314,651.36	\$1.25	\$389,420.00	\$1.42	\$442,381.12	\$2.10	\$654,225.60	\$1.66	\$517,149.76	\$1.25	\$389,420.00	\$1.15	\$358,266.40	\$1.60	\$498,457.60
#1-26	Type II Road Base - 6" Depth	43332	Sq Ft	\$0.99	\$42,898.68	\$1.14	\$49,398.48	\$0.86	\$37,265.52	\$1.10	\$47,665.20	\$1.60	\$69,331.20	\$1.07	\$46,365.24	\$1.10	\$47,665.20	\$0.85	\$36,832.20	\$1.10	\$47,665.20
#1-27	Type I Sub-Base - 12" Depth	311536	Sq Ft	\$0.97	\$302,189.92	\$1.49	\$464,188.64	\$1.40	\$436,150.40	\$1.47	\$457,957.92	\$1.60	\$498,457.60	\$1.50	\$467,304.00	\$1.00	\$311,536.00	\$1.55	\$482,880.80	\$1.70	\$529,611.20
#1-28	2" Angular Washed Rock	189	Cu Yd	\$83.87	\$15,851.43	\$72.83	\$13,764.87	\$49.50	\$9,355.50	\$55.00	\$10,395.00	\$120.00	\$22,680.00	\$83.58	\$1						

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#1-60	Connect to Existing Storm Drain Manhole	1	Each	\$3,372.92	\$3,372.92	\$4,797.55	\$4,797.55	\$4,900.00	\$4,900.00	\$1,500.00	\$1,500.00	\$2,320.00	\$2,320.00	\$5,555.67	\$5,555.67	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00	\$1,350.00	\$1,350.00
#1-61	4' X 4' Catch Basin	1	Each	\$8,148.37	\$8,148.37	\$8,437.56	\$8,437.56	\$8,100.00	\$8,100.00	\$6,600.00	\$6,600.00	\$8,165.00	\$8,165.00	\$8,796.02	\$8,796.02	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00
#1-62	30" PVC Sanitary Sewer Line - Within Right of Way	3908	Ln Ft	\$161.47	\$631,024.76	\$233.66	\$913,143.28	\$150.00	\$586,200.00	\$192.00	\$750,336.00	\$347.00	\$1,356,076.00	\$191.64	\$748,929.12	\$160.00	\$625,280.00	\$157.00	\$613,556.00	\$285.00	\$1,113,780.00
#1-63	30" PVC Sanitary Sewer Line - Within Existing Right of Way	958	Ln Ft	\$258.89	\$248,016.62	\$421.11	\$403,423.38	\$340.00	\$325,720.00	\$266.00	\$254,828.00	\$364.00	\$348,712.00	\$278.39	\$266,697.62	\$177.00	\$169,566.00	\$149.00	\$142,742.00	\$305.00	\$292,190.00
#1-64	24" PVC Sanitary Sewer Line	37	Ln Ft	\$117.61	\$4,351.57	\$426.04	\$15,763.48	\$170.00	\$6,290.00	\$184.00	\$6,808.00	\$362.00	\$13,394.00	\$206.54	\$7,641.98	\$125.00	\$4,625.00	\$128.00	\$4,736.00	\$265.00	\$9,805.00
#1-65	8" PVC Sanitary Sewer Line	70	Ln Ft	\$54.33	\$3,803.10	\$130.62	\$9,143.40	\$59.50	\$4,165.00	\$85.00	\$5,950.00	\$105.00	\$7,350.00	\$75.02	\$5,251.40	\$75.00	\$5,250.00	\$47.00	\$3,290.00	\$160.00	\$11,200.00
#1-66	72" Polymer Sanitary Sewer Manhole	1	Each	\$46,503.15	\$46,503.15	\$42,888.71	\$42,888.71	\$46,900.00	\$46,900.00	\$47,000.00	\$47,000.00	\$49,340.00	\$49,340.00	\$46,560.33	\$46,560.33	\$45,000.00	\$45,000.00	\$45,700.00	\$45,700.00	\$53,000.00	\$53,000.00
#1-67	60" Polymer Sanitary Sewer Manhole	20	Each	\$29,448.65	\$588,973.00	\$29,411.91	\$588,238.20	\$29,800.00	\$596,000.00	\$30,000.00	\$600,000.00	\$33,070.00	\$661,400.00	\$29,874.39	\$597,487.80	\$30,000.00	\$600,000.00	\$28,400.00	\$568,000.00	\$32,300.00	\$646,000.00
#1-68	Connect to Existing Sanitary Sewer Manhole	1	Each	\$23,683.28	\$23,683.28	\$7,866.57	\$7,866.57	\$27,800.00	\$27,800.00	\$16,000.00	\$16,000.00	\$22,020.00	\$22,020.00	\$10,775.39	\$10,775.39	\$3,500.00	\$3,500.00	\$32,400.00	\$32,400.00	\$2,370.00	\$2,370.00
#1-69	Raise/Lower and Collar Existing Sanitary Sewer	1	Each	\$967.97	\$967.97	\$938.81	\$938.81	\$1,100.00	\$1,100.00	\$1,950.00	\$1,950.00	\$2,040.00	\$2,040.00	\$22,001.41	\$22,001.41	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
#1-70	Joint Utility Trench	5465	Ln Ft	\$56.42	\$308,335.30	\$50.51	\$276,037.15	\$49.00	\$267,785.00	\$57.00	\$311,505.00	\$48.50	\$265,052.50	\$46.68	\$255,106.20	\$55.00	\$300,575.00	\$49.00	\$267,785.00	\$59.50	\$325,167.50
#1-71	1D Fiber Optic 4-Conduit Bundle	5835	Ln Ft	\$9.32	\$54,382.20	\$9.17	\$53,506.95	\$5.25	\$30,633.75	\$9.50	\$55,432.50	\$5.20	\$30,342.00	\$5.00	\$29,175.00	\$10.00	\$58,350.00	\$5.30	\$30,925.50	\$9.80	\$57,183.00
#1-72	Street Lights	16	Each	\$8,088.97	\$129,423.52	\$7,957.83	\$127,325.28	\$10,100.00	\$161,600.00	\$8,200.00	\$131,200.00	\$10,020.00	\$160,320.00	\$9,663.91	\$154,622.56	\$8,000.00	\$128,000.00	\$10,275.00	\$164,400.00	\$8,500.00	\$136,000.00
#1-73	Locate Irrigation Line and Protect in Place	1	Lump	\$2,856.13	\$2,856.13	\$3,621.27	\$3,621.27	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$2,107.95	\$2,107.95	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00
#1-74	Locate 3 Phase Direct Bury Power Line and Protect in Place	1	Lump	\$2,856.13	\$2,856.13	\$7,000.00	\$7,000.00	\$1,150.00	\$1,150.00	\$1,500.00	\$1,500.00	\$3,970.00	\$3,970.00	\$2,107.95	\$2,107.95	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00
#1-75	12" C900 Conduit - Future Utility	130	Ln Ft	\$64.25	\$8,352.50	\$80.25	\$10,432.50	\$59.00	\$7,670.00	\$64.00	\$8,320.00	\$77.50	\$10,075.00	\$75.76	\$9,848.80	\$40.00	\$5,200.00	\$54.40	\$7,072.00	\$87.00	\$11,310.00
#1-76	8" C900 Conduit - Future Utility	260	Ln Ft	\$39.04	\$10,150.40	\$89.49	\$23,267.40	\$37.50	\$9,750.00	\$44.00	\$11,440.00	\$47.50	\$12,350.00	\$52.38	\$13,618.80	\$30.00	\$7,800.00	\$28.70	\$7,462.00	\$56.00	\$14,560.00
#1-77	6" C900 Conduit - Future Utility	94	Ln Ft	\$45.92	\$4,316.48	\$79.40	\$7,463.60	\$30.50	\$2,867.00	\$43.00	\$4,042.00	\$40.00	\$3,760.00	\$45.41	\$4,268.54	\$25.00	\$2,350.00	\$21.50	\$2,021.00	\$46.50	\$4,371.00
#1-78	24" C905 Water Line	4996	Ln Ft	\$162.48	\$811,750.08	\$161.69	\$807,803.24	\$130.00	\$649,480.00	\$224.00	\$1,119,104.00	\$186.00	\$929,256.00	\$159.01	\$794,413.96	\$170.00	\$849,320.00	\$146.50	\$731,914.00	\$205.00	\$1,024,180.00
#1-79	8" C900 Water Line	1705	Ln Ft	\$62.29	\$106,204.45	\$64.97	\$110,773.85	\$35.50	\$60,527.50	\$69.00	\$117,645.00	\$52.00	\$88,660.00	\$47.27	\$80,595.35	\$52.00	\$88,660.00	\$42.60	\$72,633.00	\$61.50	\$104,857.50
#1-80	12" C900 Irrigation Line	1016	Ln Ft	\$86.64	\$88,026.24	\$84.06	\$85,404.96	\$55.00	\$55,880.00	\$88.00	\$89,408.00	\$78.00	\$79,248.00	\$70.19	\$71,313.04	\$75.00	\$76,200.00	\$59.60	\$60,553.60	\$100.00	\$101,600.00
#1-81	24" Butterfly Valve	6	Each	\$44,024.57	\$264,147.42	\$15,580.99	\$93,485.94	\$42,800.00	\$256,800.00	\$22,000.00	\$132,000.00	\$34,310.00	\$205,860.00	\$29,197.76	\$175,186.56	\$16,500.00	\$99,000.00	\$42,500.00	\$255,000.00	\$56,900.00	\$341,400.00
#1-82	8" Gate Valve	9	Each	\$4,355.48	\$39,199.32	\$3,999.21	\$35,992.89	\$4,600.00	\$41,400.00	\$5,000.00	\$45,000.00	\$4,210.00	\$37,890.00	\$4,400.61	\$39,605.49	\$4,000.00	\$36,000.00	\$4,000.00	\$36,000.00	\$4,730.00	\$42,570.00
#1-83	12" Irrigation Butterfly Valve	1	Each	\$12,604.20	\$12,604.20	\$4,492.72	\$4,492.72	\$10,800.00	\$10,800.00	\$6,000.00	\$6,000.00	\$6,780.00	\$6,780.00	\$7,069.42	\$7,069.42	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$12,100.00	\$12,100.00
#1-84	8" Water Line Tee	1	Each	\$1,388.55	\$1,388.55	\$1,347.49	\$1,347.49	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00	\$1,535.00	\$1,535.00	\$1,512.47	\$1,512.47	\$1,500.00	\$1,500.00	\$1,300.00	\$1,300.00	\$1,360.00	\$1,360.00
#1-85	8" Water Line Cross	1	Each	\$1,637.85	\$1,637.85	\$1,946.12	\$1,946.12	\$1,550.00	\$1,550.00	\$1,900.00	\$1,900.00	\$2,410.00	\$2,410.00	\$3,212.15	\$3,212.15	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$1,590.00	\$1,590.00
#1-86	8" Water Line 90° Bend	1	Each	\$1,039.36	\$1,039.36	\$1,023.17	\$1,023.17	\$1,100.00	\$1,100.00	\$1,300.00	\$1,300.00	\$1,245.00	\$1,245.00	\$1,232.28	\$1,232.28	\$1,500.00	\$1,500.00	\$850.00	\$850.00	\$1,030.00	\$1,030.00
#1-87	12" Irrigation Line 90° Bend	1	Each	\$1,946.29	\$1,946.29	\$1,711.38	\$1,711.38	\$1,800.00	\$1,800.00	\$1,900.00	\$1,900.00	\$2,245.00	\$2,245.00	\$1,885.24	\$1,885.24	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,020.00	\$2,020.00
#1-88	Relocate Water Meter	1	Each	\$2,189.34	\$2,189.34	\$1,041.08	\$1,041.08	\$3,250.00	\$3,250.00	\$4,200.00	\$4,200.00	\$6,160.00	\$6,160.00	\$5,806.20	\$5,806.20	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00	\$2,120.00	\$2,120.00
#1-89	Fire Hydrant Assembly	6	Each	\$14,451.67	\$86,710.02	\$11,011.94	\$66,071.64	\$14,800.00	\$88,800.00	\$15,000.00	\$90,000.00	\$12,700.00	\$76,200.00	\$15,291.84	\$91,751.04	\$12,000.00	\$72,000.00	\$16,000.00	\$96,000.00	\$19,400.00	\$116,400.00
#1-90	Connect to Existing 24" Water Line	1	Each	\$4,768.13	\$4,768.13	\$6,894.82	\$6,894.82	\$3,950.00	\$3,950.00	\$7,700.00	\$7,700.00	\$6,155.00	\$6,155.00	\$9,740.92	\$9,740.92	\$3,500.00	\$3,500.00	\$3,600.00	\$3,600.00	\$4,860.00	\$4,860.00
#1-91	Connect to Existing 8" Water Line	1	Each	\$4,621.17	\$4,621.17	\$4,150.31	\$4,150.31	\$3,850.00	\$3,850.00	\$3,600.00	\$3,600.00	\$2,270.00	\$2,270.00	\$4,724.41	\$4,724.41	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$3,350.00	\$3,350.00
#1-92	Connect to Existing 12" Irrigation Line	1	Each	\$4,264.28	\$4,264.28	\$4,523.63	\$4,523.63	\$3,500.00	\$3,500.00	\$2,300.00	\$2,300.00	\$2,880.00	\$2,880.00	\$5,941.51	\$5,941.51	\$3,500.00	\$3,500.00	\$2,600.00	\$2,600.00	\$2,960.00	\$2,960.00
#1-93	Add UDOT Type III Signal Head to Existing Signal	1	Each	\$3,436.77	\$3,436.77	\$2,593.33	\$2,593.33	\$2,900.00	\$2,900.00	\$2,800.00	\$2,800.00	\$2,875.00	\$2,875.00	\$2,772.00	\$2,772.00	\$3,000.00	\$3,000.00	\$2,900.00	\$2,900.00	\$2,770.00	\$2,770.00
#1-94	Trail Signage	20	Each	\$485.00	\$9,700.00	\$447.87	\$8,957.40	\$400.00	\$8,000.00	\$600.00	\$12,000.00	\$339.00	\$6,780.00	\$454.55	\$9,091.00	\$500.00	\$10,000.00	\$400.00	\$8,000.00	\$355.00	\$7,100.00
#1-95	Install Trail Bollards (Furnished by Owner)	4	Each	\$804.53	\$3,218.12	\$3,621.27	\$14,485.08	\$660.00	\$2,640.00	\$400.00	\$1,600.00	\$353.00	\$1,412.00	\$308.78	\$1,235.12	\$1,000.00	\$4,000.00	\$285.00	\$1,140.00	\$630.00	\$2,520.00
#1-96	Relocate Stop Sign	1	Each	\$202.08	\$202.08	\$165.68	\$165.68	\$170.00	\$170.00	\$230.00	\$230.00	\$85.00	\$85.00	\$396.64	\$396.64	\$500.00	\$500.00	\$175.00	\$175.00	\$88.50	\$88.50
#1-97	End of Road Markers	3	Each	\$471.53	\$1,414.59	\$386.57	\$1,159.71	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$226.00	\$678.00	\$865.02	\$2,595.06	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$235.00	\$705.00
2																					
#2-1	SWPPP, Traffic Control, and Site Access	1	Lump	\$9,943.03	\$9,943.03	\$31,052.37	\$31,052.37	\$14,600.00	\$14,600.00	\$20,000.00	\$20,000.00	\$26,990.00	\$26,990.00	\$24,575.45	\$24,575.45	\$40,000.00	\$40,000.00	\$13,600.00	\$13,600.00	\$60,900.00	\$60,900.00
#2-2	Remove and Replace Asphalt and Base for 24" Water Line	2755	Sq Ft	\$7.39	\$20,359.45	\$16.91	\$46,587.05	\$8.55	\$23,555.25	\$9.24	\$25,456.20	\$9.20	\$25,346.00	\$12.31	\$33,914.05	\$10.00	\$27,550.00	\$8.20	\$22,591.00	\$9.90	\$27,274.50
#2-3	30" PVC Sanitary Sewer Line - Within Right of Way	237	Ln Ft	\$203.78	\$48,295.86	\$1,265.34	\$299,885.58	\$600.00	\$142,200.00	\$218.00	\$51,666.00	\$342.00	\$81,054.00	\$224.56	\$53,220.72	\$250.00	\$59,250.00	\$157.00	\$37,209.00	\$330.00	\$78,210.00
3																					
#3-1	SWPPP, Traffic Control, and Site Access	1	Lump	\$15,797.84	\$15,797.84	\$19,322.05	\$19,322.05	\$14,600.00	\$14,600.00	\$19,000.00	\$19,000.00	\$56,600.00	\$56,600.00	\$31,241.59	\$31,241.59	\$40,000.00	\$40,000.00	\$15,600.00	\$15,600.00	\$44,200.00	\$44,200.00
#3-2	Remove and Replace Asphalt and Base for 24" Water Line	4248	Sq Ft	\$6.54	\$27,781.92	\$10.80	\$45,878.40	\$7.70	\$32,709.60	\$8.00	\$33,984.00	\$8.60	\$36,532.80	\$11.49	\$48,809.52	\$7.00	\$29,736.00	\$8.45	\$35,895.60	\$9.10	\$38,656.80
#3-3	Remove and Replace Asphalt and Base for 24" Water Line	4128	Sq Ft	\$6.83	\$28,194.24	\$11.96	\$49,370.88	\$7.75	\$31,992.00	\$8.00	\$33,024.00	\$8.80	\$36,326.40	\$11.43	\$47,183.04	\$7.00	\$28,896.00	\$8.25	\$34,056.00	\$9.10	\$37,564.80
#3-4	24" C905 Water Line - Within Existing Right of Way	863	Ln Ft	\$214.25	\$184,897.75	\$194.69	\$168,017.47	\$240.00	\$207,120.00	\$245.00	\$211,435.00	\$179.00	\$154,477.00	\$203.41	\$175,542.83	\$180.00	\$155,340.00	\$138.00	\$119,094		



Agenda Date: 08/20/2026

Agenda Item Number: 2h

Subject:

Consider approval of the Kern River Gas Transmission Agreement.

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 agreement will extend our existing Kern River Gas capacity contract for an additional ten years beyond its current end date of 2033.

Staff Narrative (need/purpose):

This agreement secures our capacity on the Kern River Gas line. we have had this agreement in place since 2012. The gas capacity allows us to secure and deliver natural gas for the Millcreek generation facility. Because the utility purchases natural gas in advance to obtain best and predictable pricing for our forecasting, this agreement secures transport in advance for delivery of gas. This allows for better market conditions and stabilizes costs.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

AMENDMENT
TO
FIRM TRANSPORTATION SERVICE AGREEMENT

Rate Schedule KRF-1

CONTRACT NO. 1836

THIS AMENDMENT ("Amendment") is made and entered into as of this _____ day of _____, 2026 by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and CITY OF ST. GEORGE ("Shipper.")

WHEREAS, Transporter and Shipper have agreed to amend Exhibit "B" of this Agreement to revise and update the Discounted Daily Reservation/Demand Rate provision contained in Contract No. 1836, previously executed by the parties, in a manner consistent with the rights provided thereunder, to add new delivery points to which the discount will not apply, effective upon execution of this Amendment;

WHEREAS, Transporter and Shipper have agreed to amend Article III to revise the term of the Agreement to provide that this Agreement shall end on April 30, 2033, and to acknowledge that transportation service for the period beginning May 1, 2033 and ending April 30, 2043 shall be governed by a separate Firm Transportation Service Agreement at a Negotiated Rate under Contract No. XXXXX; and,

WHEREAS, Transporter and Shipper have agreed to amend Exhibit "A" of this Agreement to match the amended dates in Article III.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties agree as follows:

1. Effective _____, 2026 and ending April 30, 2033, the Agreement is amended as follows:
 - a. Article III - Term of Agreement, shall be amended to replace and supersede with the following:

This Agreement, as amended hereby, shall be in effect from May 1, 2013, through April 30, 2033 at the Discounted Daily Reservation/Demand Rate.

Effective May 1, 2033, transportation service to Shipper shall be governed exclusively by that certain Firm Transportation Service Agreement between Transporter and Shipper dated _____, 2026, Contract No. KXXXX, and not by this Agreement.

The amended term shall also be set forth on Exhibit "A" attached hereto. Exhibit "A" shall supersede and replace any previously effective Exhibit "A."

2. The amended Discounted Daily Reservation/Demand Rate language has been updated to reference the direct-connected delivery points for which an Alternate Rate event will apply, which shall be set forth on Exhibit "B" attached hereto.
3. This Amendment constitutes the entire agreement between the parties with respect to the subject matter of this Amendment and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Amendment other than as may be contained in Transporter's Tariff will be deemed to be a part of this Amendment, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of May 2026.

"SHIPPER:"

CITY OF ST. GEORGE

By: _____

Name: _____

Title: _____

"TRANSPORTER:"

KERN RIVER GAS TRANSMISSION COMPANY

By: _____

Name: John Joosten

Title: VP, Marketing &
Customer Service

EXHIBIT "A"
TO
AMENDMENT TO
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 1836

BETWEEN

CITY OF ST. GEORGE

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": _____, 2026

Term of Service: Beginning May 1, 2013 to April 30, 2033. After April 30, 2033, firm transportation service to Shipper shall be governed by that certain Firm Transportation Service Agreement between Transporter and Shipper, Contract No. XXXX, which governs the term beginning May 1, 2033 and ending April 30, 2043.

DMDQ: 3,500 Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>
Opal - WFS	014001	Physical	3,500

Total Receipt Point Entitlement: 3,500 Dth

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>
Wheeler Ridge - SoCal Gas	025011	Physical	3,500

Total Delivery Point Entitlement: 3,500 Dth

EXHIBIT "B"
TO
AMENDMENT TO
FIRM TRANSPORTATION SERVICE AGREEMENT
CONTRACT NO. 1836
BETWEEN
CITY OF ST. GEORGE
AND
KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": _____, 2026

Effective beginning _____, 2026 and ending April 30, 2033.

Shipper and Transporter have agreed to a Discounted Daily Reservation/Demand Rate. All other rates are the applicable maximum rates under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects.

Discounted Daily Reservation/Demand Rate. Shipper's Discounted Daily Reservation/Demand Rate for the DMDQ under this Agreement will be \$0.2800 per Dth, except as provided below.

The Discounted Daily Reservation/Demand Rate will never be greater than the maximum recourse rate or less than the minimum recourse rate under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects.

Shipper acknowledges that the Discounted Daily Reservation/Demand Rate will not apply and Shipper will pay the maximum recourse rate under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects for the total DMDQ under the Agreement for both the entire month when the event occurs and for the next month if:

1. As a result of segmentation, the total quantity scheduled on any day under this Agreement and any related agreement(s) exceeds the DMDQ under this Agreement; and/or

2. Shipper or a Replacement Shipper schedules any quantity to a direct-connected delivery point solely served by Transporter; and/or Shipper or a Replacement Shipper schedules any quantity to a Pool where any gas from that Pool is then delivered to a direct-connected delivery point solely served by Transporter, and such event was not the result of Shipper's oversight or scheduling error. Transporter will maintain a list of direct-connected delivery points solely served by Transporter on its Customer Services Web site.

SCANNED
Date 8/24/12

FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule KRF-1

CONTRACT NO. 1836

THIS FIRM TRANSPORTATION SERVICE AGREEMENT ("Agreement") is made and entered into as of this 16th day of July, 2012, by and between KERN RIVER GAS TRANSMISSION COMPANY ("Transporter") and CITY OF ST. GEORGE ("Shipper"), and supersedes all previous versions of this Agreement, if any.

WHEREAS, Shipper has acquired or intends to acquire a supply of Natural Gas that can be delivered to Transporter's pipeline system and delivered by Transporter to Shipper or for Shipper's account at Delivery Points on Transporter's system;

WHEREAS, Shipper was awarded available capacity pursuant to Transporter's Notice Identifiers 20120213 and 20120215, Open Season Notices;

WHEREAS, Shipper desires Transportation service from Transporter in accordance with Transporter's Rate Schedule KRF-1, on file with the FERC, as amended from time to time; and

WHEREAS, Transporter is willing to render such Transportation service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties agree as follows:

ARTICLE I - GAS TO BE TRANSPORTED

- 1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive, on a firm basis, from Shipper for Transportation at the Receipt Point(s) specified in Exhibit "A" and to transport and deliver Thermally Equivalent Quantities to Shipper at the Delivery Point(s) specified in Exhibit "A," Quantities of Natural Gas, exclusive of Quantities required for fuel used and lost and unaccounted-for Gas, up to Shipper's TMDQ. Shipper's TMDQ is 3,500 Dth per day. Shipper's DMDQ is equal to Shipper's TMDQ.
- 1.2 Shipper will reimburse Transporter for fuel used and lost and unaccounted-for Gas on an in-kind basis at the factors applicable to incremental rate service related to the 2003/2010 Expansion Projects pursuant to the General Terms and Conditions of Transporter's FERC-approved tariff, as revised from time to time ("Transporter's Tariff"). Backhaul Shippers will reimburse Transporter for system-wide lost and unaccounted-for Gas, but will not reimburse Transporter for compressor fuel.

ORIGINAL

ARTICLE II - APPLICABLE RATE SCHEDULE

- 2.1 Shipper agrees to pay Transporter for all Natural Gas Transportation service rendered under the terms of this Agreement in accordance with Rate Schedule KRF-1 of Transporter's Tariff. This Agreement will be subject to the provisions of such Rate Schedule and the General Terms and Conditions of Transporter's Tariff, which by this reference are incorporated herein and made a part hereof.
- 2.2 Shipper's rates for Transportation service will be in accordance with Transporter's effective Rate Schedule KRF-1 for maximum recourse incremental rate service related to the 2003/2010 Expansion Projects, subject to the parties' understanding and agreement that Transporter may change the rates from time to time in accordance with the Natural Gas Act. Notwithstanding the foregoing, Shipper and Transporter have mutually agreed to a discounted rate for all or a portion of the capacity under this Agreement, as set forth on Exhibit "B."
- 2.3 Notwithstanding Section 5.5 of the General Terms and Conditions of Transporter's Tariff, and subject to any negotiated credit set forth in this transportation service agreement; or, if there is no individually negotiated provision any Reservation Charge Adjustments applicable pursuant to Section 9 of Rate Schedule KRF-1, Shipper will make payment of the Monthly Reservation Charge pursuant hereto in full irrespective of (but without prejudice to the rights otherwise of Shipper with respect to) any dispute relative to the amount invoiced, and will not be entitled to any abatement of such payment or any set-off against it, including but not limited to, abatement or set-off due or alleged to be due by reason of any past, present or future claims or other rights of Shipper against Transporter or any other person or entity, whether in connection herewith or any unrelated transaction.

ARTICLE III - TERM OF SERVICE

- 3.1 The term of service under this Agreement shall be from May 1, 2013, to April 30, 2033.
- 3.2 Shipper shall have a right of first refusal pursuant to the terms of Transporter's Tariff.

ARTICLE IV - MISCELLANEOUS PROVISIONS

- 4.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No promises, agreements or warranties additional to this Agreement other than as may be contained in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment or modification be effective unless confirmed in writing by the parties.

4.2 This Agreement shall incorporate and in all respects shall be subject to the General Terms and Conditions and the applicable Rate Schedule(s) set forth in Transporter's Tariff. Transporter may file and seek approval from the FERC under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Agreement shall be deemed to include such changes and any change that becomes effective by operation of law and FERC order, without prejudice to Shipper's right to protest the same.

4.3 The priority of service for this Agreement shall be June 28, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 16th day of July, 2012.

SHIPPER:

TRANSPORTER:

CITY OF ST. GEORGE

KERN RIVER GAS TRANSMISSION COMPANY

By:

Daniel D. McArthur

By:

Preston Miller

Name:

DANIEL D. MCARTHUR

Name:

Preston Miller
Manager, Marketing & Customer Services

Title:

Mayor

Title:

Approved as to form:

Shawn M. Guzman 7-23-12
Shawn M. Guzman,
City Attorney

EXHIBIT "A"

TO

FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 1836

BETWEEN

CITY OF ST. GEORGE

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "A": July 16, 2012

For the term commencing May 1, 2013 to April 30, 2033. TMDQ: 3,500 Dth

<u>Receipt Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Receipt Point Entitlement (Dth)</u>
Opal - WFS	014001	Physical	3,500

Total Receipt Point Entitlement: 3,500 Dth

<u>Delivery Point(s)</u>	<u>Meter Number</u>	<u>Loc. Type</u>	<u>Delivery Point Entitlement (Dth)</u>
Wheeler Ridge-SoCal Gas	025011	Physical	3,500

Total Delivery Point Entitlement: 3,500 Dth

EXHIBIT "B"

TO
FIRM TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO. 1836

BETWEEN

CITY OF ST. GEORGE

AND

KERN RIVER GAS TRANSMISSION COMPANY

Execution Date of this Exhibit "B": July 16, 2012

Shipper and Transporter have agreed to a Discounted Daily Reservation/Demand Rate. All other rates are the applicable maximum rates under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects.

Discounted Daily Reservation/Demand Rate. Shipper's Discounted Daily Reservation/Demand Rate for the DMDQ under this Agreement will be \$0.2800 per Dth, except as provided below.

The Discounted Daily Reservation/Demand Rate will never be greater than the maximum recourse rate or less than the minimum recourse rate under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects.

Shipper acknowledges that the Discounted Daily Reservation/Demand Rate will not apply and Shipper will pay the maximum recourse rate under Rate Schedule KRF-1 for firm incremental rate service related to the 2003/2010 Expansion Projects for the total DMDQ under the Agreement for both the entire month when the event occurs and for the next month if:

1. As a result of segmentation, the total quantity scheduled on any day under this Agreement and any related agreement(s) exceeds the DMDQ under this Agreement; and/or

2. Shipper or any Replacement Shipper schedules any quantity to the Arrolime, Big Horn, Harry Allen, Moapa, Reid Gardner or Silverhawk delivery points in Nevada, or to the Ivanpah or Mountain Pass delivery points in California, and/or Shipper schedules any quantity to a Pool where any portion of that quantity is then delivered to any of the aforementioned delivery points, and such event was not the result of Shipper's oversight or scheduling error. If Transporter constructs new delivery points in Nevada or California where natural gas is delivered to a natural gas consumer connected solely to Transporter's system, Shipper and Transporter agree to amend Exhibit B of the Agreement to add the new delivery points to which the discount will not apply.



Shana Wahl
Marketing & Customer Services

2755 East Cottonwood Parkway, Suite 300 (84121)
P.O. Box 71400
Salt Lake City, UT 84171-0400

July 17, 2012

Ms. Laurie Mangum
Energy Resource Planner
City of St. George
811 East Red Hills Parkway
St. George, UT 84770

Dear Laurie:

RE: FIRM TRANSPORTATION SERVICE AGREEMENT, CONTRACT 1836

Enclosed for your legal files is a fully executed original of the above-captioned firm transportation service agreement by and between the City of St. George and Kern River Gas Transmission Company.

Should you have questions, feel free to call me at (801) 937-6128.

Sincerely,

KERN RIVER GAS TRANSMISSION COMPANY

Shana L. Wahl

Enclosure

Agenda Date: 08/20/2026

Agenda Item Number: 2i

Subject:

Consider approval of a professional services agreement for construction engineering with Rosenberg Associates for the George Washington Boulevard Virgin River Bridge to River Road project.

Item at-a-glance:

Staff Contact: Rick Snyder

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

George Washington Boulevard Construction - Virgin River Bridge to River Road

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

This item is a professional services agreement with Rosenberg Associates for the construction engineering of the George Washington Boulevard Construction - Virgin River Bridge to River Road in the amount of \$264,010. This agreement provides comprehensive construction engineering services for the City of St. George, including coordination with city departments, utilities, contractor, and environmental compliance.

Staff Narrative (need/purpose):

The purpose of this project is to provide construction engineering for a new roadway connecting George Washington Blvd from the Virgin River Bridge to River Road improving local connectivity and access.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: \$264,010

Amount approved in current FY budget for item: \$264,010

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

N/A

Description of funding source:

City budgeted funds for George Washington Blvd

Recommendation (Include any conditions):

Staff recommends approval

Attachments



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES WITH ROSENBERG ASSOCIATES FOR GEORGE WASHINGTON
BOULEVARD CONNECTION CONSTRUCTION ENGINEERING DESIGN**

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 Rosenberg Associates, with offices at 352 East Riverside Drive Suite A-2, St. George, Utah 84790 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering design for George Washington Boulevard Connection project 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 sixty-four thousand, ten dollars, \$264,010. Each individual Work Order shall not exceed two hundred sixty-four thousand, ten dollars, \$264,010.

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 | CONSULTANT: | Rosenberg Associates |
| | 61 S. Main St. | | 352 E. Riverside Dr Ste A-2 |
| | St. George, Utah 84770 | | St. George, Utah 84790 |
| Attention: | City Attorney | Attention: | Jared Bates |
| 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

ROSENBERG ASSOCIATES

Jimmie B. Hughes, Mayor



Jared Bates, Principal Engineer

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Christina Fernandez, City Recorder

Alicia Galvany Carlton, 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: Rosenberg Associates

Address: 352 E Riverside Dr Ste A-2 St. George, Utah 84790

Email: jaredb@racivil.com Phone Number: 435-673-8586

Scope of Services and/or Deliverables by Contractor:

- See Exhibit A
-
-
-

Compensation: City shall pay Contractor the following sum:

- Not to exceed \$246,010.00
-
-

CITY **City of St. George**
175 East 200 North
St. George, UT 84770

PROJECT 11138-26-009
George Washington Blvd
Construction Engineering
St. George, UT

ENGINEER Rosenberg Associates
352 East Riverside Drive, Suite A-2
St. George, UT 84790

EFFECTIVE DATE August 10, 2026

THIS IS AN AMENDMENT to the above-named Agreement between the Client and Engineer. All terms covered by the Original Agreement, and any previous Exhibits and Amendments, shall remain in full force except as modified herein. The Client and Engineer agree as follows:

ARTICLE 1 – ENGINEER’S SERVICES

1.1 Work Plan: The Engineer shall provide the following:

420 COORDINATION MEETINGS (CIVIL ENGINEERING TEAM): Prepare agenda, direct, and attend weekly construction meetings for the scope of the project. Scope includes coordination with Contractors and City Officials to provide meeting documents as requested by the City.

The cost for this work is estimated assuming 2 hours of Project Engineer support and 1 hour of Principal Engineer support per week with an 11-month (48-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer’s hourly rate. Daily site visits and/or inspections are not included in the estimated cost.

421 COORDINATION MEETINGS (GEOTECHNICAL ENGINEERING TEAM): attend weekly construction meetings for the scope of the project as determined necessary.

The cost for this work is estimated assuming 4 hours of Principal Engineer support per month, with an 11-month (48-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer’s hourly rate. Daily site visits and/or inspections are not included in the estimated cost.

422 CONSTRUCTION ENGINEERING SUPPORT ROADWAY (CIVIL): Provide the following engineering support during construction of the roadway as directed by the City of St. George. Work may include, but not necessarily be limited to, the following:

- Provide additional evaluations.
- Evaluate field changes.
- Review shop drawings.
- Review applications for payment.
- Prepare contractor change orders.
- Provide clarifications and interpretations of the contract documents.
- Participate in the walk-throughs for project substantial and final completion.
- Provide other field support as directed.

The cost for this work is estimated assuming 16 hours of Project Engineer support per week, plus 4 hours of Principal Engineer support per week, with an 11-month (48-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer’s hourly rate. Daily site visits and/or inspections are not included in the estimated cost. Scope excludes extensive design changes, which shall be addressed by separate agreement.

423 CONSTRUCTION ENGINEERING SUPPORT ROADWAY (GEOTECHNICAL): Provide the following engineering support during construction of the roadway as directed by the City of St. George. Work may include, but not necessarily be limited to, the following:

- Provide additional evaluations.
- Evaluate field changes.
- Review shop drawings.

- Participate in the walk-throughs for project substantial and final completion.
- Provide other field support as directed.

The cost for this work is estimated assuming 1 hour of Principal Engineer support per week, with a 11-month (48-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate. Daily site visits and/or inspections are not included in the estimated cost. Scope excludes extensive design changes, which shall be addressed by separate agreement.

424 CONSTRUCTION ENGINEERING SUPPORT EROSION PROTECTION (CIVIL): Provide the following engineering support during construction of the erosion protection as directed by the City of St. George. Work may include, but not necessarily be limited to, the following:

- Provide additional evaluations.
- Evaluate field changes.
- Review shop drawings.
- Provide clarifications and interpretations of the contract documents.
- Participate in the walk-throughs for project substantial and final completion.
- Preparation of erosion protection compliance letter.
- Provide other field support as directed.
- Daily onsite observation.
- Environmental compliance

The cost for this work is estimated assuming 12 hours of Project Engineer support and 2 hours of Principal Engineer support per week with an 3-month (12-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate. Scope assumes daily onsite observation of erosion protection improvements as required.

425 CONSTRUCTION ENGINEERING SUPPORT PESEDTRAIN BRIDGE (GEOTECHNICAL): Provide the following engineering support during construction of the pedestrian bridge as directed by the City of St. George. Work may include, but not necessarily be limited to, the following:

- Provide additional evaluations.
- Evaluate field changes.
- Review shop drawings.
- Participate in the walk-throughs for project substantial and final completion.
- Provide other field support as directed.
- Construction staking and field observation of settlement monuments.
- Provide settlement analysis of fill and prepare report to discuss findings.

The cost for this work is estimated assuming 4 hours of Project Engineer support per week, 2 hours of Principal Engineer support per week, and approximately 50 hours of field surveyor time, with a 2-month (8-week) construction period. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate. Daily site visits and/or inspections are not included in the estimated cost. Scope excludes extensive design changes, which shall be addressed by separate agreement.

426 CONSTRUCTION ENGINEERING SUPPORT PESEDTRAIN BRIDGE (GEOTECHNICAL SUB-CONSULTANT): Provide the following engineering support during construction of the pedestrian bridge as directed by the City of St. George. Work may include, but not necessarily be limited to, the following:

- Provide additional evaluations.
- Evaluate field changes.
- Review shop drawings.
- Provide other field support as directed.
- Provide dynamic pile testing for H-piles
- Provide onsite observation as required.

The cost for this work is an estimate provided from the geotechnical sub consultant. Actual cost will vary, and work will be invoiced based on the Engineer's hourly rate. Daily site visits and/or inspections are not included in the estimated cost. Scope excludes extensive design changes, which shall be addressed by separate agreement.

520 DRAWING OF RECORD: Field survey the location of the constructed/"as-built" improvements required by the City and incorporate field measurements into a drawing of record. Submit pdf copies of the completed drawing of record to the Client and to the City.

ARTICLE 2 – FEES

2.1 Total Fees: The Client shall pay the Engineer for services as follows:

AGREEMENT - CONSTRUCTION ENGINEERING

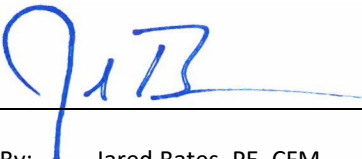
420	COORDINATION MEETINGS (CIVIL ENGINEERING TEAM)	\$24,480
421	COORDINATION MEETINGS (GEOTECHNICAL ENGINEERING TEAM)	\$8,360
422	CONSTRUCTION ENGINEERING SUPPORT ROADWAY (CIVIL)	\$159,360
423	CONSTRUCTION ENGINEERING SUPPORT ROADWAY (GEOTECHNICAL)	\$9,120
424	CONSTRUCTION ENGINEERING SUPPORT EROSION PROTECTION (CIVIL)	\$27,600
425	CONSTRUCTION ENGINEERING SUPPORT PESEDTRAIN BRIDGE (GEOTECHNICAL)	\$14,430
426	CONSTRUCTION ENGINEERING SUPPORT PESEDTRAIN BRIDGE (GEOTECHNICAL SUB):	\$12,820
520	DRAWING OF RECORD	\$7,840
PROJECT TOTAL		\$264,010

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT

By: _____
Title: _____
Date Signed: _____

ENGINEER



By: Jared Bates, PE, CFM
Title: Principal
Date Signed: August 10, 2026

SUMMARY OF HOURS - CONSTRUCTION ENGINEERING

STAFF TYPE	TASKS								TOTAL HRS	RATE	TOTAL COST
	420	421	422	423	424	425	426	520			
PROJECT ENGINEER (CIVIL)	96		768		144			24	1032	\$160	\$165,120
PRINCIPAL ENGINEER (CIVIL)	48		192		24			4	268	\$190	\$50,920
PROJECT ENGINEER (GEO)						32			32	\$145	\$4,640
PRINCIPAL ENGINEER (GEO)		44		48		16			108	\$190	\$20,520
FIELD SURVEYOR						50		24	74	\$135	\$9,990
CONSULTANT (GEO)							LUMP		LUMP	N/A	\$12,820
TOTAL HOURS TASK	144	44	960	48	168	98	LUMP	52			
TOTAL COST TASK	\$24,480	\$8,360	\$159,360	\$9,120	\$27,600	\$14,430	\$12,820	\$7,840	1,514		\$264,010

Agenda Date: 08/20/2026

Agenda Item Number: 2j

Subject:

Consider approval of a Professional Services Agreement with Fehr & Peers for the Suntran Transit System Study.

Item at-a-glance:

Staff Contact: Chris Pearson

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 award of a professional service agreement for the Suntran Transit System Study. On May 8, the City issued a Request for Proposals (RFP) for a comprehensive Transit Study. In response, 12 proposals were received. Following an initial review, the top three highest scoring firms were selected to advance to the interview stage. Panel interviews were conducted on July 31. Based on the evaluation of the proposal and interview, Fehr & Peers was identified as the highest scoring proposal. This is an item included in the FY 2026 Business Plan. Staff recommends approval.

Staff Narrative (need/purpose):

This study will evaluate the performance and coverage of our existing public transit system to identify operational efficiencies and optimize resource allocation. To accommodate the City's rapid growth and ongoing development, the resulting strategic transit plan will establish actionable recommendations across short-term 1 to 2 years, medium-term 3 to 5 years, and long-term 5 to 10 years horizons.

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: \$149,960

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:

Public Transit Fund

Description of funding source:

Public Transit Fund

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Request for Proposals (RFP)

Public Transit Service Study

City of St. George, Utah

REFERENCE NO: 26-281

Issue Date: May 8, 2026

Questions Due Date: May 29, 2026, 2:00 pm

Proposal Due Date: June 5, 2026, 2:00 pm

1. Introduction

The City of St. George invites qualified transportation consulting firms to submit proposals for a Public Transit Service Study.

The purpose of this study is to evaluate and enhance the existing SunTran system to support planned growth, improve mobility, and align public transportation with the St. George metropolitan area long-term infrastructure and economic objectives.

This study will build upon existing plans and incorporate input from stakeholders, the public, and regional partners to develop a 5-year Transit Development Plan (TDP) focused on improving system efficiency, increasing ridership, and identifying realistic short-term improvements and long-term service strategies.

Funding for this project may include Federal Transit Administration (FTA) Section 5304 Planning Funds and Section 5307 Urbanized Area Formula Funds, administered through the Utah Department of Transportation (UDOT). Accordingly, all applicable federal requirements and clauses shall apply.

2. Background

The City of St. George operates SunTran, the fixed-route and paratransit public transportation system serving St. George and surrounding municipalities. SunTran currently operates seven fixed routes and one commuter route using a fleet of clean diesel vehicles, along with complementary paratransit service in accordance with the Americans with Disabilities Act (ADA).

Transit service currently operates Monday through Saturday from 6:00 a.m. to 8:30 p.m. The system is structured as a “spin wheel” network, with buses rotating through routes throughout the service day. Under the current system design, the typical travel time to complete a single route is approximately 40 minutes. The city currently employs 29 full-time and 12 part-time drivers to provide transit services.

The most recent significant system update occurred in winter 2024 with the introduction of the Zion commuter route. Outside of the Zion route and the addition of the Ivins route, the SunTran system has not experienced a comprehensive restructuring or major service redesign in more than ten years.

Total SunTran ridership was approximately 314,784 passenger trips in 2023, 368,425 passenger trips in 2024, and 383,274 passenger trips in 2025, underscoring the importance of evaluating current operations and planning for future service needs. The primary goals of this study are to improve system efficiency, increase ridership, address identified service gaps, and ensure that transit resources are deployed effectively.

Passenger data by stop and route will be available as well as initial staff studies of the routes, timing, and reliability to provide selected consultants for the study.

The St. George metropolitan area has experienced significant population growth, economic expansion, and increased tourism in recent years. These trends have increased demand for reliable, efficient, and flexible public transportation while also highlighting the need to ensure existing transit resources are deployed effectively. Additional funding will likely be limited to support major service expansion; therefore, it is anticipated that many recommendations will rely on retooling and optimizing existing services.

This study is intended to support near-term operational decision-making as well as longer-term planning over the next ten years. The city is seeking a Transit Service study to:

- Evaluate current system performance and productivity, including route structure, to inform potential service adjustments.
- Identify opportunities to improve efficiency and address service gaps through retooling existing routes and service design.
- Identify service gaps and connectivity opportunities, with particular focus on:
 - St. George core route
 - Tech Ridge
 - St. George Regional Airport
 - St. George Regional Hospital
 - Utah Tech and Dixie Tech Colleges
 - Major employment and business centers
 - Downtown St. George
 - High-density residential areas and mixed-use corridors
 - Other key activity centers identified during the study; and

- Align transit planning with regional land use, housing, and economic policies.
- Tie-in to the city's Trail network.
- Identify alternative means of service delivery as applicable (micro-transit, etc...)

3. Scope of Work

The selected consultant will provide professional transit planning services to deliver a focused, data-driven, and cost-effective Transit Study that updates the City's transit development strategy and positions the SunTran system for continued and sustainable growth over the next five to ten years. It's expected the study to be completed within six months. The study shall rely primarily on existing data and targeted analysis of new data collected during the study.

Task 1: Project Management and Coordination

- Develop a concise work plan and schedule consistent with a six-month study duration.
- Facilitate monthly progress meetings
- Coordinate as needed with UDOT, FTA Region VIII, and local jurisdictions.
- Provide brief monthly progress updates and invoices.

Task 2: Existing Conditions and System Performance

- Review and summarize existing SunTran data, including ridership, route performance, farebox recovery, operating costs, and on-time performance.
- Evaluate current route structure, service frequencies, span of service, and stop spacing.
- Review existing regional mobility services relevant to system coordination.

Task 3: Needs Assessment and Service Gaps

- Identify key service gaps and unmet travel demand based on existing data, City input, and targeted stakeholder input.
- Evaluate opportunities to improve efficiency through route restructuring, stop consolidation, or service reallocation.
- Assess compliance with applicable federal requirements, including Title VI and ADA.
- Focus analysis on priority activity areas, including:
 - St. George core route
 - Tech Ridge
 - St. George Regional Airport
 - Major employment and business centers
 - Downtown St. George
 - High-density residential areas and mixed-use corridors
 - Other key activity centers identified during the study
 - Trail network Tie-in

Task 4: Service and System Alternatives

- Develop one highly recommended service strategy, with up to two conceptual alternatives, focused on:
 - Improving efficiency and ridership
 - Addressing identified service gaps
 - Retooling existing routes where feasible
- The Zion commuter route shall be excluded from major restructuring.
- Provide order-of-magnitude cost and ridership estimates sufficient to support decision-making.
- Conduct limited, targeted stakeholder and public engagement.

Task 5: Financial and Implementation Plan

- Prepare high-level capital and operating cost estimates for the recommended service strategy.
- Identify realistic funding sources, including available and anticipated FTA and UDOT funding.
- Develop a phased implementation plan covering:
 - Short-term (1–2 years)
 - Mid-term (3–5 years)
 - Long-term (6–10 years)
- Include a concise set of performance measures to track implementation success.

Task 6: Final Deliverables

- Draft and final Comprehensive Transit Study Report.
- Executive summary suitable for City Council and Stakeholder presentation.
- Final route maps and supporting digital materials.
- PowerPoint presentation summarizing findings and recommendations.
- Guidance on next steps for implementation

All deliverables must be provided in both digital (editable) and PDF formats. GIS datasets must be provided in ArcGIS-compatible format.

The City of St. George reserves the right to limit scope elements during contract negotiations to ensure the study remains cost-effective and consistent with the intended six-month schedule.

4. Proposal Submittal Requirements

Proposals shall not exceed **15 pages** and must include:

1. Cover Letter and Authorized Signature
2. Project Understanding and Technical Approach
3. Proposed Scope and Work Plan
4. Project Team and Key Personnel
5. Firm Qualifications and Relevant Experience
6. Schedule and Project Management Approach

7. Cost Proposal
8. References (at least three recent similar projects)

5. Evaluation Criteria

Evaluation Factor	Weight
Project Understanding and Technical Approach	25%
Experience and Qualifications of Key Staff	20%
Work Plan and Schedule	15%
Cost Proposal	30%
References and Past Performance	10%

The City reserves the right to conduct interviews with top-ranked firms before making a final selection.

6. Schedule

Milestone	Date
RFP Release	5/8/2026
Deadline for Questions	5/29/2026
Proposal Deadline	6/5/2026
Interviews (if conducted)	6/8-6/9/2026

7. Submission Instructions

All BIDS must be submitted via **sgcity-utah.bonfirehub.com**. Any BID may be edited or withdrawn prior to the above scheduled time for the opening of BIDS. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY and the BIDDER.

Submissions must be received **no later than 2:00PM June 5th**. Late proposals will not be accepted. Questions regarding this RFP shall be submitted in writing via the MESSAGES section within the opportunity on sgcity-utah.bonfirehub.com

8. Terms, Conditions, and Compliance

- The City reserves the right to reject any or all proposals and to waive minor irregularities.

- All costs incurred in the preparation of a proposal are the responsibility of the proposer.
- The successful consultant will be required to enter into a **Professional Services Agreement** with the City of St. George. (See attached)
- Federal and State requirements apply, including but not limited to:
 - FTA Circular 4220.1F (Third-Party Contracting)
 - Title VI of the Civil Rights Act of 1964
 - Equal Employment Opportunity (EEO)
 - Disadvantaged Business Enterprise (DBE) participation (49 CFR Part 26)
 - Buy America and debarment clauses as applicable



CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES WITH FEHR & PEERS 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 Fehr & Peers, Inc., with offices at 100 Pringle Ave Ste 600, Walnut Creek, CA 84596 (hereinafter “CONSULTANT”).

WITNESSETH THAT:

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide a Transit Development Plan for Sun-Tran, specifically with a 2, 5, and 10 year plan 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 one-hundred forty-nine thousand, nine-hundred and sixty dollars, \$149,960. Each individual Work Order shall not exceed one-hundred forty-nine thousand, nine-hundred and sixty dollars, \$149,960.

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	CONSULTANT:	Fehr & Peers, Inc.
	61 S. Main St.		100 Pringle Ave Ste 600
	St. George, Utah 84770		Walnut Creek, CA 84596
Attention:	City Attorney	Attention:	Tim Baird
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

FEHR & PEERS, INC.

Jimmie B. Hughes, Mayor

Tim Baird, Project Manager

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: Fehr & Peers, Inc.

Address: Consultant's Address

Email: Consultant's Email Phone Number: Consultant's Number

Scope of Services and/or Deliverables by Contractor:

- Provide a Transit Development Plan for Sun-Tran, specifically with a
- 2, 5, and 10 year plan, as more fully described in the attached scope of work.
-
-

Compensation: City shall pay Contractor the following sum:

- \$149,960
-



Cover Letter

Subject: Proposal for St. George SunTran Public Transit Service Study

TO:

**Chris Pearson,
SunTran Transit Manager
City of St. George
953 E Red Hills Pkwy
St. George, UT 84770**

“

The Fehr & Peers team has been an exceptional partner. Their flexibility and adaptability in a constantly evolving environment, combined with their responsiveness and genuine desire to help us achieve the best possible outcomes, has made them a trusted extension of our team. Their work is thoughtful, practical, and grounded in the realities transit agencies face.

”

**Kaley Zeisel,
Transport Director,
City of Fort Collins**

Dear Chris,

Fehr & Peers is excited for the opportunity to support SunTran and the City of St. George in defining a vision for more useful and effective transit service in the St. George region. This study is an opportunity to reshape mobility across the region, and our team is ready to help develop a practical, implementable plan that advances the City's evolving transportation goals.

We understand that SunTran is not seeking a broad visioning exercise; the City needs a focused, data-driven plan to retool the existing seven-route network, improve usefulness, and make limited resources work harder. Our team brings direct experience in Southern Utah and similar fast-growing, recreation-oriented communities, combining strong technical expertise with a practical understanding of how to deliver implementable transit solutions. We offer you the following benefits:

- **Trusted Advisors in Defining Service Vision and Prioritization.** Fehr & Peers is a trusted advisor to UTA, Park City Transit, the UDOT Transit Division, regional planning agencies including the Dixie MPO, and numerous other transit agencies across the west. With decades of experience planning, funding, and implementing transit systems, we help agencies clarify their communities' goals and priorities and translate them into solutions that serve a range of operating contexts, from high-demand corridors to dispersed travel markets. Our recent experience helping clients achieve this has included SMART's Strategic Operating Plan, Core Transit's (Eagle County, CO) Transit Development and Capital Plan, and funding and feasibility studies for agencies such as Moab Area Transit.
- **Unparalleled Transit Planning Expertise.** Beyond serving as trusted transit advisors, we bring deep expertise in national and proprietary transit analysis tools to evaluate route performance, optimize networks, and identify high-value investments. Our data-driven approach helps agencies balance ridership and coverage goals, clearly understanding the tradeoffs between maximizing ridership and maintaining access. Our recent work with Core Transit is a prime example of this where we performed a thorough state-of-transit analysis using ridership data combined with a big data travel market analysis. This led to a retooling of the Core Transit system oriented towards ridership, efficiency, and faster travel times for passengers.
- **Experienced Staff with Necessary Expertise to Deliver Quickly to Support Immediate Implementation.** Led by Tim Baird in close collaboration with Jason Miller, our team brings deep expertise in transit planning for disperse suburban, rural, and mountain communities. Jason is a nationally recognized transit expert who spent 11 years directing an RTA in a recreation-focused regional hub in addition to over a decade advising transit systems across the West, including recent work in Moab and Park City. Tim Baird and Senior Advisor Maria Vyas add extensive experience delivering transit studies nationwide and locally, including multiple assignments through UTA's Project Management On-Call program.

We embrace the opportunity to increase SunTran's utility and position the agency to transform mobility in St. George over the next decade. As a partner in advancing the region's transit vision, we will bring strong collaboration, innovative thinking, and a practical, actionable roadmap for future transit growth. Our Project Manager Tim Baird is the primary contact for this proposal and is available at t.baird@fehrandpeers.com or (385) 282-7266.

Sincerely,

FEHR & PEERS



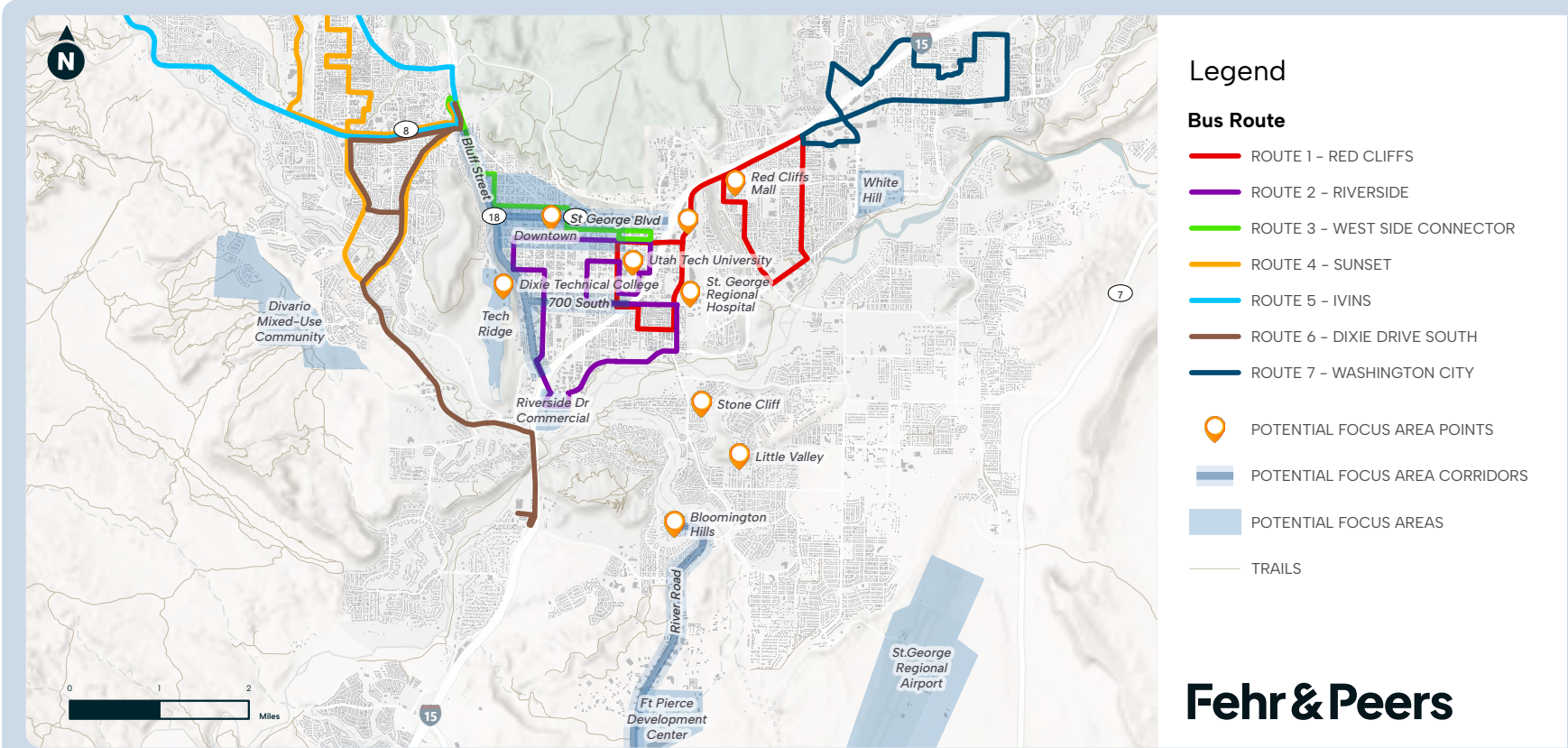
Tim Baird, AICP

Associate Planner

2180 South 1300 East, Ste 220, Salt Lake City, UT 84106

Project Understanding and Approach

The St. George area has experienced rapid growth over the last decade, and this growth is only expected to continue into the future. This coupled with the diverse economy and varied tourism market that St. George serves present unique challenges and opportunities as St. George and the larger region strive to meet the travel demands within the unique geographic constraints the region grapples with. One such example of an up and coming area facing these challenges is the developing Tech Ridge area (including Dixie Tech), which brings substantial new housing and employment to an area with constrained access opportunities. Similar growth trends and opportunities can be seen in Bloomington Hills, the Fort Pierce area and several other regions of the City. The service study is one of many important steps that can be taken towards redefining transportation and mobility for the City and larger region. **We see three key focus areas for this service study:**



Planning around St. George’s key destinations and growth areas will be essential to developing a transit system that reflects how the community is evolving and where people need to go. Future service decisions must account for the connections between major employment centers, educational institutions, healthcare facilities, Downtown St. George, and emerging residential growth areas. We see the following locations as critical to the future success of the SunTran network:

- **St. George Downtown Core**
- **Major Regional Institutions and Resources:**
 - **St. George Regional Airport** – Major employment center anchored by SkyWest and aviation-related businesses.
 - **St. George Regional Hospital** – Regional healthcare hub anchored by Intermountain Health and associated medical offices.
 - **Utah Tech University and Dixie Technical College** – Major education and employment centers generating significant daily travel demand.
- **Major Employment, Business Centers, and Mixed-Use Corridors** – Including Bluff Street, River Road, Red Cliffs Mall, Fort Pierce Industrial Park, and other key commercial corridors.
- **New and Underserved Residential Areas** – Including Bloomington Hills, Desert Hills, Little Valley, Tech Ridge, Divario and others.

REEVALUATE THE SYSTEM STRUCTURE TO IMPROVE EFFICIENCY AND DRIVE RIDERSHIP

The existing “spin wheel” route network structure served an earlier phase of St. George’s development, but it is a legacy of an older approach meant to serve smaller communities. The evolving travel patterns and growth pressures St. George has experienced have made apparent the weakness of this structure, presenting an opportunity to define a better way. The study should evaluate opportunities to:

- Improve directness and legibility of the network
- Reduce circuitous travel patterns and long travel times
- Reduce route cycle times to serve more runs per bus
- Improve transfer coordination and operational efficiency

To meet the goal of increased ridership given fixed resources, we believe it’s critical to have an honest conversation around how to optimize and focus services to yield the highest returns. This likely means reallocating resources toward higher-demand corridors and destinations and better aligning service frequencies and spans with workforce and educational travel demand.

This study should leverage your last 18 months of APC/AVL data to understand strong and weak parts of the network spatially and temporally to ensure alternatives focus on ridership and efficiency.

FOCUS INVESTMENT AROUND INTERCONNECTIONS BETWEEN KEY CENTERS AND THE DOWNTOWN CORE

One of the clearest opportunities identified through the City’s study goals is the transition toward a more interconnected system centered around Downtown St. George as the region’s primary mobility hub. The study should evaluate how transit investment can better connect to the various hubs the City has identified. This updated core model should focus on:

- Workforce mobility
- Student access
- Regional economic development and emerging growth centers
- Recreation and visitor access
- Improved access to services for transit-dependent populations

The study should also evaluate how transit investments support broader land use, housing, and economic development objectives identified by the City and its regional partners. We have often found that data availability for these service populations can be limited and have successfully utilized Big Data to ensure service alternatives properly account for travel patterns and transit markets of most concern.

MAKE SUNTRAN MORE USEFUL AS A PRIMARY MOBILITY OPTION FOR ST. GEORGE

As St. George continues to evolve as a regional center and recreational gateway, the transit system will need to support a broader range of trip types more useful for accessing jobs, shopping, medical, and community services. There are many areas along the west and southeastern portions of the City with no existing access to transit, presenting an opportunity to assess broader mobility integration via transit that is well connected to multimodal facilities and other mobility options. This study should explore how to:

- Improve tie-ins between local SunTran service and regional/recreational routes
- Enhance first/last-mile access through integration with the trail network
- Evaluate microtransit or demand-responsive service for lower-density areas where fixed-route service may not be feasible
- Identify scalable mobility solutions that can respond to seasonal tourism demand and continued regional growth

Comparable regional models—including UTA’s evolving microtransit initiatives and mobility integration efforts in other growing western communities—may provide useful examples for flexible service delivery approaches appropriate to the St. George market.

Scope and Work Plan

Fehr & Peers understands that the City of St. George is seeking a practical, implementable, and financially realistic Transit Development Plan that positions SunTran for continued ridership growth while improving system efficiency and connectivity over a 2-, 5- and 10-year horizon. What differentiates Fehr & Peers is our combination of transit visioning and strategy experience, service planning and evaluation expertise, and hands-on operational experience. We know the challenges SunTran has to overcome and have helped many clients and transit agencies navigate similar circumstances:



In **Moab, UT**, Fehr & Peers developed an implementation-focused plan featuring a combination of strategies including microtransit and fixed route service with a unique span of service that successfully led to the founding of the Moab Transit Agency.



In **Fort Collins, CO**, Fehr & Peers led an optimization study to retool the transit system around higher frequency, corridor-based route investments with more efficient operations given dwindling resources.



For the **Grand Junction, CO** area, we recently developed a transit and human services transportation plan to prioritize resources and coordinate transit providers to make transit options more available, easier to understand, and more convenient.



In **Logan, UT**, we analyzed StreetLight data to better understand travel behavior and transit markets, leading to ridership-focused adjustments to the transit network.



In **Eagle County, CO**, we led the development of a 10-year growth plan for Core Transit that involved creation of three unique subarea approaches to transit alternatives focused on reduced travel times for riders.

These projects have addressed many of the same issues facing St. George today: balancing growth with operational realities, improving service productivity, connecting emerging activity centers, and providing mobility options to support a growing and changing economy.

The following scope of work is designed to provide the City with a focused, data-driven, and actionable study consistent with the City's desired six-month schedule and planning objectives.

Task 1 – Project Management and Coordination

We understand the accelerated timeline for developing St. George's Transit Development Plan and are committed to delivering a high quality plan on time. Having successfully delivered similar quick-burn efforts for agencies across the west (including UTA and Core Transit), we know how to operate effectively under tight timelines, and have developed tools to ensure our success. We also understand the coordination requirements associated with federally funded transit planning efforts and will provide a seamless and responsive project management approach to coordinating with local partners, FTA Region VIII and UDOT Region 4. From the very beginning, we will work with City staff to develop the following tools to ensure project success.

Project Management Plan (PMP) – The PMP will define communication means, monthly invoicing and reporting methods, the finalized project schedule with milestones, and our project quality and change management procedures. This PMP will be developed in advance of the project kick-off and then confirmed and refined at that meeting.

Project Kick-off and Visioning – Fehr & Peers will facilitate a kick-off meeting to set the foundation for the project and its process. During kick-off, we will work with City Staff to refine the proposed timeline and scope of work presented herein and develop more detailed milestones, interrelated tasks, concurrent tasks, and sequential work pieces. As part of this meeting, we will facilitate a workshop with City staff and key stakeholders to understand expectations and desired “must haves” to form a vision and associated goals for this study to develop the short-, mid-, and long-term plans. Using interactive conversation-starting tools, we can engage staff in dynamic conversation that tests assumptions, explores desired outcomes, and reconciles competing priorities. The vision and goals will be formalized based on the workshop outcomes and shared afterward for review and finalization.

TASK 1 DELIVERABLES:

- Project Management and Coordination Plan
- Virtual kick-off meeting and workshop, monthly project update meetings, and impromptu coordination as needed

Consistent with the RFP requirements, the schedule and further details on our project management philosophy are provided in their own section on Page 15 of this proposal.

Task 2 – Existing Conditions and System Performance Assessment

The foundation for developing effective Short-, Mid- and Long-Term visions for the Transit Development Plan will be a broad-based analysis of the current state of the existing transit services and needs. To that end, we will undertake the following subtasks.

Route Operational Analysis – We will obtain the most recent transit operating and ridership data as well as SunTran GTFS, Peak Transit and Remix data from SunTran for each of the seven routes and develop easily digestible and understandable route “cut sheets” that quickly convey current service and performance characteristics, including:

1. Distribution of ridership and key areas served
2. Capacity and ridership demand, including load profiles to identify current area of overcapacity or underutilization
3. Service quality with regards to the population served, frequency, and span of service
4. Cost allocation and return on investment, including farebox recovery

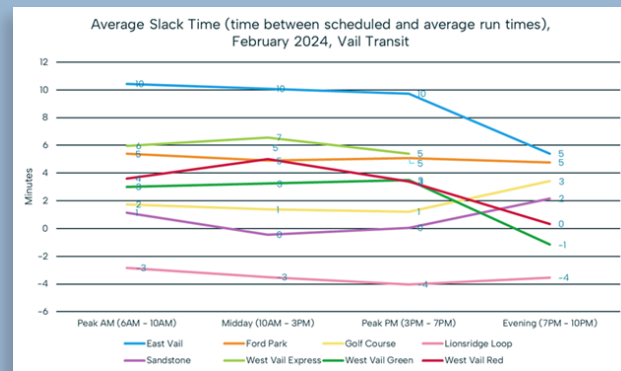
Interconnectivity with Existing Local and Regional Services – Each of the seven existing routes will also receive a route-level assessment evaluating connectivity, transfer opportunities, and contribution to overall system goals. This effort will also identify where the existing “spin wheel” structure may create indirect travel patterns, long travel times, and integration with larger regional priorities including the St. George Airport, the Zion commuter route¹.

Stakeholder Engagement and Community Survey

– We will work with City staff to subdivide key stakeholders into two groups, one focusing on more technical staff and entities (including UDOT Region 4, FTA Region VIII, Dixie MPO and key City staff) while the other focuses on representatives from the business community, policy makers, and other key groups as identified in coordination with City staff. We will perform virtual working group meetings with each of these groups to allow them to weigh in at key points during both this task and as part of Task 4.

In addition to the stakeholder interviews, we will coordinate with the City to release a targeted community survey by the end of the first month of the project polling community members on key gaps and opportunities they see within the existing SunTran system. **Engagement will be designed to test trade-offs, including how riders and stakeholders weigh frequency, coverage, directness, transfer convenience, and access to emerging destinations.**

OUR APPROACH TO SYSTEM OPTIMIZATION:



Example of run time analysis optimization performed by Fehr & Peers for Vail Transit

To help transit agencies challenged by changing community travel patterns, uneven rider demand, new service needs, and constrained (or declining) resources, Fehr & Peers has developed a proven methodology for optimizing the delivery of transit services based around key concepts:

- **Use Data to Understand Changed Travel Behavior and Emerging Travel Pattern Changes:** We regularly apply a combination of demographic, economic, travel pattern, and land use data to create a new picture of where transit demand is and how travel markets may respond to transit changes. Recent projects in similar growing and changing communities such as Fort Collins, Logan, and Grand Junction indicate significant changes in spatial and temporal travel that we have used to update transit networks.
- **Use Deep System Analysis to Identify Inefficiencies and Opportunities:** By digging deep into route run and cycle times, route patterns, APC/AVL data, staff insights, and operational considerations, we identify new ways to retool service – we recently applied this for Vail Transit to increase efficiency, creating more active service per vehicle hour while maintaining driver breaks and breaking through the “we’ve always done it this way” barrier.
- **Matching Budget to Service Scenarios:** Optimizing service alone isn’t helpful if it’s not matched to budget constraints. We analyze cost structures with a detailed and nuanced approach that includes building dynamic cost allocation models and scenario-based financial planning tools with time horizon and “what if” variables.

TASK 2 DELIVERABLES:

- Up to two (2) virtual focus group sessions with two groups of key stakeholders, at minimum including UDOT Region 4, FTA Region VIII, and Dixie MPO staff
- Draft and final technical memorandum documenting findings of comprehensive analysis of existing conditions and preliminary determination of future needs

¹ Consistent with the RFP, the Zion commuter route will be treated as a fixed service assumption and evaluated only for local connectivity, transfer, and access improvements.

Task 3 – Needs Assessment and Service Gap Analysis

Understanding the travel markets that SunTran is working to serve will be critical to identifying where the agency can improve service, address gaps, and better capture growing demand. We have experience performing more than a dozen travel market assessments in similar contexts, and detailed experience working with UDOT, DMPO and other regional entities to identify markets based on the nexus of various socio-economic, census, and Big Data.

From our experience, no one dataset or tool will be a one-size-fits-all solution for the St. George area, and we will bring our past experience to bear in combining data sources and methods to provide the best assessment of appropriate travel markets, needs and demand hotspots across the SunTran service area.

Connecting to Transit

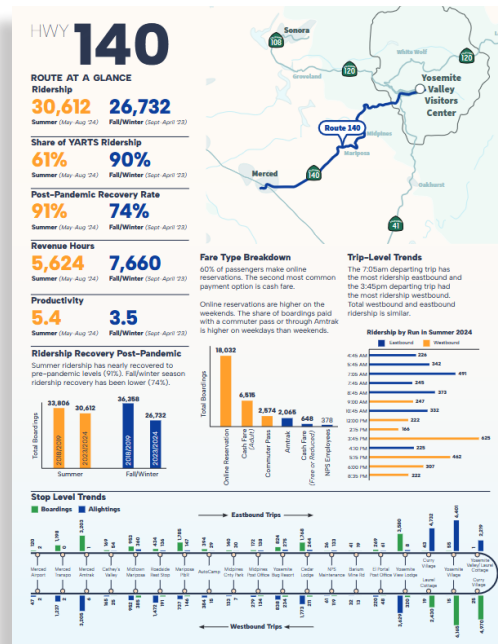
This analysis will evaluate opportunities to strengthen first- and last-mile access between SunTran routes and the City's growing trail network, helping improve access to employment, recreation, and activity centers. We will also help identify where transit, microtransit, and other flexible mobility options can most effectively serve commuters, students, recreation access, and everyday trips, in addition to evaluating the existing system through an ADA and Title VI lens to assess access to key destinations, stop accessibility and opportunities for consolidation, and the impacts of potential service changes on underserved populations.

Prioritization of Needs

We will work with the City and stakeholders to prioritize the community's most pressing transit needs and identify where service improvements will have the greatest impact. The result will be a clear understanding of who is (and is not) well served today, which travel markets should be prioritized, and how service alternatives can be structured to improve mobility, ridership, and overall system effectiveness. **The analysis will specifically focus on priority destinations and corridors identified by the City, as shown in the map on page 2.**

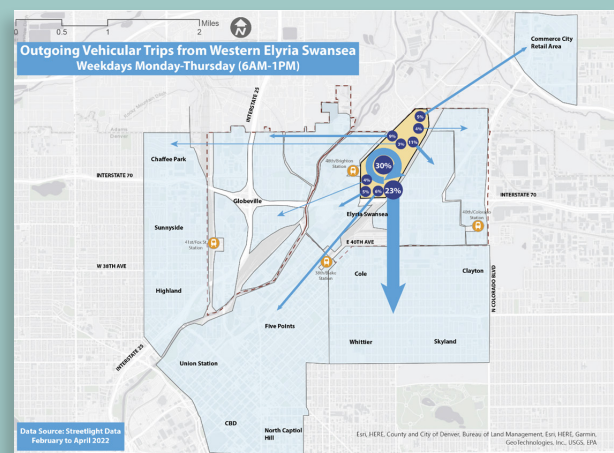
TASK 3 DELIVERABLES:

- Draft and final technical memorandum documenting data, analysis, travel pattern data, and key transit travel markets within SunTran service area



Example of a cutsheet we created as part of the YARTS Short-Range Transit Plan

VALUE ADD TASK: STREETLIGHT MARKET ANALYSIS



Example of Streetlight travel pattern analysis from microtransit project in Denver.

Fehr & Peers could purchase and analyze StreetLight Data that can be tailored specifically to the needs of this project. StreetLight Data provides anonymous travel pattern data derived from GPS locations as mobile devices or connected vehicles move around when a location-based services application is enabled on their device. We would extract origins and destinations travel pattern data of individual trips between different areas of St. George to inform transit route changes and improvements better matched to overall travel patterns. Fehr & Peers has a strong relationship with StreetLight and have used this data on dozens of other similar projects to understand and quantify existing travel patterns and demand.

Task 4 – Service and System Alternatives

Building upon previous tasks, we will develop one highly recommended service strategy with up to two conceptual alternatives that strikes the right balance between building a network around ridership with frequent, direct service between key origins and destinations with less routes overall **versus** building a network around coverage with less frequent service, more circuitous routes, less ridership, but covering more of St. George. The highly recommended service strategy is likely to include a mix of strategies such as:

- Revisions of routes to provide a higher quality of service (such as travel time competitive to car travel) on key travel paths.
- Consideration of where, when, and to whom new service investments are targeted.
- Route options to reduce travel time, expand frequency, and improve service convenience for key connections.
- Route and schedule modifications to enhance transfer convenience in the downtown core or other future transit hubs.
- Whether targeted microtransit is appropriate given project goals

System Familiarization – As a capstone and confirmation of the findings of Tasks 2 and 3, our team will travel to St. George to tour the system, including riding buses, talking with bus drivers, and performing site reviews of existing facilities.

Alternatives Development Workshop

Alongside the system tour, we propose an all-day intensive in-person workshop between the Fehr & Peers team, led by national transit expert Jason Miller, and key St. George staff and appropriate stakeholders to develop service alternatives. We will start with the two concept bookends of a fully ridership focused approach versus a full coverage approach and then work to build a highly preferred alternative that will likely included elements of the ridership and coverage concepts but leaning more into ridership or coverage depending on St. George's goals. To estimate costs, vehicles, and people served, we will leverage Fehr & Peers's experience with Remix to compare alternatives in real time.

Evaluation of Alternatives

To assist in comparing alternatives, Fehr & Peers will quantitatively and qualitatively analyze each alternative against a set of evaluation criteria, including order-of-magnitude ridership forecasts for each alternative, cost, productivity, travel markets served, ease of passenger use, travel time impacts, ease of implementation (e.g., new stops, buses etc.), expected wait/travel/travel times, and capital costs.

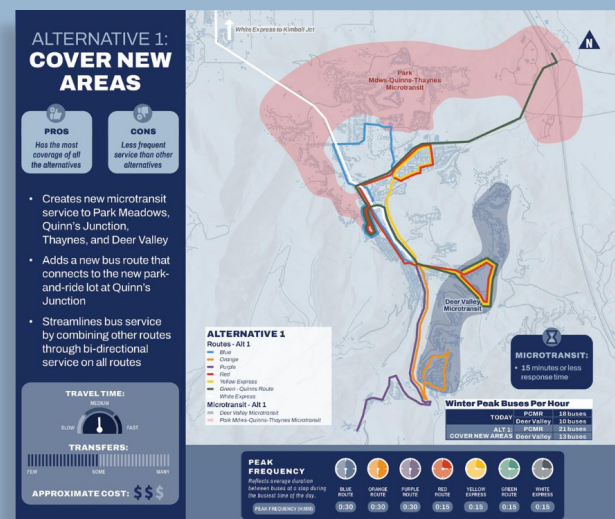
VALUE ADD TASK: ENGAGING ON THE ALTERNATIVES

As part of an in-person open house that could occur in a follow-up trip to the workshop, residents and stakeholders would be informed about the key needs and conditions identified in Tasks 2 and 3 and the alternatives being considered as part of Task 4. The intent would be to inform residents and stakeholders how the recommended alternatives were developed and refined, and what transportation infrastructure elements were included.

TASK 4 DELIVERABLES:

- Tabular summary of alternatives
- One (1) all-day workshop with key staff and technical stakeholders
- One (1) in-person open house with the public and key public stakeholders
- Maps, charts and graphics to demonstrate alternatives
- Draft and final technical memorandum summarizing the alternatives, evaluation criteria, methodology and outcomes

For the Park City Transit Short Range Transit Plan, Fehr & Peers developed a set of alternatives were built around service philosophies that compared and contrasted different transit priorities such as directness, transfers, coverage/frequency, and travel time. Visualizations were created as part of open house events to quickly and easily convey the characteristics of the alternatives and the advantages and trade-offs of each alternative.



Service Alternative Analysis from Park City Transit Short Range Transit Plan (2022, Fehr & Peers)

Task 5 – Financial Strategy and Implementation Plan

One of the key outcomes necessary for the success of the Transit Development Plan will be to define a feasible financial strategy and funding plan in support of a larger implementation plan. These strategies need to be practical and scaled into short-, mid- and long-term timelines scaled around the larger project and service implementation strategies. We will take the following approach to developing this financial strategy and implementation plan, organized into implementation packages based on cost, complexity, funding readiness, and expected ridership return:

Phased Implementation – We will develop an implementation plan focused on the following planning horizons:

- Short-Term Strategies (1-2 years)
- Mid-Term Strategies (3-5 years)
- Long-Term Strategies (6-10 years)

Our goal is to provide SunTran and St. George with realistic, actionable improvements that can be implemented immediately while positioning the system for a traditional 5-year plan and longer-term growth.

Cost Estimation – We will develop practical capital and operating cost estimates and identify the most viable local, state, and federal funding sources to support phased implementation. This will be based on recent comparable transit project engineering cost estimates from our work with UTA Program Management and UDOT Transit Division resources in addition to recent bid data scaled to the level needed for the St. George area. Drawing on recent work for Core Transit and other small transit agencies, we will evaluate funding opportunities, assess their likelihood of success, and match projects with the best funding pathways, providing a clear, actionable roadmap for implementation as demand grows.

Performance Measures – Performance measures are critical to tracking the Plan's progress and ensuring SunTran's investments advance St. George's transit vision. We recognize that SunTran's planning capacity is limited and that staff wear many hats. This can limit your bandwidth to measure and report metrics that don't get used. We will develop practical, measurable metrics tied to accessible data on ridership, reliability, productivity, and service effectiveness, enabling ongoing performance tracking and benchmarking against peer transit systems in fast-growing and recreation-oriented communities.

TASK 5 DELIVERABLES:

- Draft and final technical memorandum summarizing financial strategies, funding sources and phased implementation plan, including countermeasures

Task 6 – Final Plan Deliverables

We will deliver a concise, visually compelling, and implementation-focused Transit Development Plan that provides a clear roadmap for short-, mid-, and long-term service improvements. This plan will identify priorities, startup costs, funding-sensitive alternatives, and accelerated delivery options. Deliverables will include the report, a graphics-rich executive summary for City Council and Stakeholder engagement, slide-decks for and attendance at an in-person City Council meeting and final Stakeholder meeting, final route maps, GIS files, editable documents, and all required materials consistent with City, UDOT, and FTA requirements.

TASK 6 DELIVERABLES:

- Draft and final Transit Development Plan report, including guidance on next steps for implementation
- Executive summary suitable for City Council
- **In-person** City Council and stakeholder presentations
- Final route maps and with corresponding GIS

“

Partnering with Fehr & Peers has been a game-changer for the evolution of Core Transit. Our collaboration with Fehr & Peers started before our RTA was formed through an analysis of the impact of going fare free and continued in 2024-2025 with their leadership on the development of our 10-year plan. Their team brings unparalleled understanding of the unique challenges of planning and operating transit in mountain communities, combined with a collaborative and flexible approach. I found them to be innovative yet practical in the way they crafted solutions and would highly recommend Fehr & Peers for complex transit planning projects.

”

Tanya Allen,
Executive Director of Core Transit,
Eagle County, CO

Project Team

We have assembled a team of our best Intermountain-based transit planning professionals to support this effort. Tim Baird will serve as project manager for this work, bringing years of experience assisting UTA and other regional transit and planning entities in service planning and travel market evaluation. The project management team will be rounded out by Jason Miller as Principal-in-Charge, an industry veteran on both the public and private side with over 20 years of experience in transit planning, including several years leading a transit agency for a recreation-oriented area. They will be supported by Maria Vyas as a senior planning advisor and Michael Adamson as planning and technical lead, in addition to a backing of industry professionals that will assist with the analytics as well as public and stakeholder engagement.



Tim Baird, AICP – Project Manager

Tim is a transportation planner with over 12 years of experience supporting communities in envisioning and implementing solutions to multimodal mobility needs. Tim brings extensive experience supporting transit providers and communities across Utah in understanding transit needs and priorities, travel markets, and feasible service options. His expertise includes regional and small area transit studies, transit service plans, first/last mile plans, ridership forecasts, and multimodal long-range plans. Tim's experience in Washington County includes developing connectivity recommendations through the Statewide MPO Regional Roadway Grid Study in collaboration with SunTran and DMPO staff, as well as supporting Tech Ridge redevelopment and Springdale downtown transportation plans.

RELEVANT PROJECT EXPERIENCE

- **UTA Falcon Hill/Clearfield Small Area Transit Study;** Clearfield, UT – Project Manager, 2022–2023
- **UTA Bus Speed & Reliability Program;** Wasatch Front, UT – Project Manager, 2021–current
- **UTA Active Transportation to Transit Plan;** Wasatch Front, UT – Project Manager, 2021–current
- **UTA 5-Year Service Plan and 10-Year Capital Plan;** Wasatch Front, UT – Planning Support, 2021–current
- **Utah Statewide MPOs Regional Roadway Grid Study;** Statewide, UT – Project Manager, 2024–current
- **Tooele Transit Study;** Tooele, UT – Planning Support, 2019–2021
- **Big & Little Cottonwood Canyon Transit Service Plans;** Salt Lake County, UT – Project Manager, 2019–2026
- **Yellowstone National Park Transit Feasibility Study;** Montana and Idaho – Planning Lead, 2021–2023



Jason Miller, PE – Principal-in-Charge

Jason is a transportation professional with over twenty years of career experience planning, developing, and implementing effective multimodal transportation solutions. Jason has worked on a wide range of transportation projects that have included advanced and emerging mobility studies that have included microtransit, transportation network company (TNCs) partnerships, and bus rapid transit strategies; transit route and development plans that have incorporated creative first/last mile solutions; transit technology plans with smart infrastructure and real-time customer information; and integrated transportation infrastructure development plans with bicycle and pedestrian elements and wayfinding. As a former regional transportation authority director, Jason is passionate about planning implementable transportation solutions that improve ridership while building a stronger, more connected community. He is a strategic thinker who can put ideas into plans as well as a skilled collaborator who builds community consensus.

RELEVANT PROJECT EXPERIENCE

- **CORE Transit 10 Year Transit Plan;** Eagle County, CO – Principal-in-Charge, 2025
- **Fort Collins Optimization and Innovation Study, Mobility Hub Plan;** Fort Collins, CO – Project Manager, 2024
- **Park City Short Range Transit Plan;** Park City, UT – Project Manager, 2021–2023
- **Moab Transit Implementation Plan, Including Microtransit;** Moab, UT – Project Manager, 2024
- **SMART Strategic Operating Plan;** Telluride, CO – Principal-in-Charge, 2023–2025
- **Summit Stage Short Range Transit Plan;** Summit County, CO – Project Manager, 2020–2021
- **All Points Transit On Demand Transit Study;** Montrose, CO – Project Manager, 2021–2022
- **Mesa County Transit Funding Study;** Grand Junction, CO – Principal-in-Charge, 2025–current
- **Mill Creek Canyon Shuttle;** Salt Lake City, UT – Strategic Advisor, 2025
- **Big Sky Transit Development Plan;** Big Sky, MT – Strategic Advisor, 2022–2023



Maria Vyas, AICP – Senior Advisor and Outreach Specialist

Maria is a Principal in the Salt Lake City office of Fehr & Peers, with 27 years of experience in transportation and land use planning. She thrives on projects that require creative, inter-disciplinary methods of evaluating complex issues, and has experience in the full spectrum of project development: planning, feasibility, design, environmental, outreach, and construction support. She is known throughout the West for tackling challenging multi-modal transportation problems and developing integrated solutions with buy-in from diverse stakeholders. Maria also serves as the planning lead for the Program Management team serving the Utah Transit Authority on a multi-year contract. She has brought her expertise in numerous planning, capital development, and community outreach capacities, including preparation of FTA Small Starts grant applications; multiple small-area transit studies, working with communities to refine needs and align expectations around the transit network; developing an active-transportation-to-transit strategy for internal policy and infrastructure decisions; project management (lead and support) for internal capital development projects; creation of a 10-Year Capital Plan; and internal staff coaching and mentoring.

RELEVANT PROJECT EXPERIENCE

- **Utah Transit Authority Project Management;** UTA – Principal-in-Charge, 2021–Current
- **Statewide Long Range Transportation Plan;** UDOT – Senior Advisor, 2022–2024
- **OGX BRT Transit Oriented Development Implementation Plan;** Ogden, UT – Project Manager, 2021–2022



Michael Adamson, PE, RSP₁ – Planning and Technical Lead

Michael has 7 years of experience leading a variety of transportation projects nationwide. This has included leading the analysis and development of transit-oriented facilities and services in both urban and rural contexts across Washington and Utah. Through these experiences Michael has developed a deep understanding of identifying key transit travel markets and what strategies best fit which populations, scaling the level of analysis and outreach to match the needs of the local communities and coordinating with State and Federal entities to ensure plans meet funding and service requirements. Michael’s work has included travel market analyses and travel demand management plans for multiple public and private entities across the west, as well as more recent engineering-specific support as part of Fehr & Peers’ UTA Planning On-Call.

RELEVANT PROJECT EXPERIENCE

- **High-Capacity Transportation Study;** Thurston County, WA – Project Manager; 2022–2023
- **On-Call Support;** UTA – Engineering Advisor; 2024–2025
- **Travel Markets Assessment;** Pierce County, WA – Lead Analyst; 2022
- **West Seattle Ballard Link Extension;** Washington – Prioritization Lead; 2019–2023
- **Transit Reliability Analysis;** King County, WA – Remix Analyst; 2020–2022
- **Ski Resort Environmental Impact Statement Support;** Brian Head, UT – Project Manager; 2025–Present

Additional Staff:

STAFF & ROLE		KEY EXPERIENCE
	Kathrine Skollingsberg, AICP Engagement & Graphics	<i>Leads public and stakeholder engagement, transit planning communications, and accessible graphic design for major transit and multimodal planning studies, including UTA’s Five-Year Service Plan and transit development initiatives.</i>
	Mikhail Kaminer Transit Planning	<i>Extensive experience evaluating transit service performance, identifying service needs, developing fixed-route and microtransit alternatives, and preparing implementation plans for transit agencies and communities throughout the Mountain West.</i>
	Ryan Hunter Technical Analytics	<i>Applies advanced data analysis, GIS, and research methodologies to support transit feasibility studies, transportation plans, and performance evaluations to inform data-driven decision making</i>
	Ana Shinzato Cost & Funding	<i>Provides support for transit service planning through cost estimation, funding analysis, GIS-based technical evaluation, and development of stakeholder and public engagement materials that support implementation of transit service recommendations.</i>

Firm Qualifications and Relevant Experience

The following projects were selected to demonstrate our ability to deliver recreation- and regional hub-oriented transit plans, Utah transit planning support, and locally relevant regional mobility analysis. Each of these project examples is either ongoing or was completed in the last five years.



Eagle Valley Transportation Authority Core Transit 10-Year Transit Development & Capital Plan (2025)

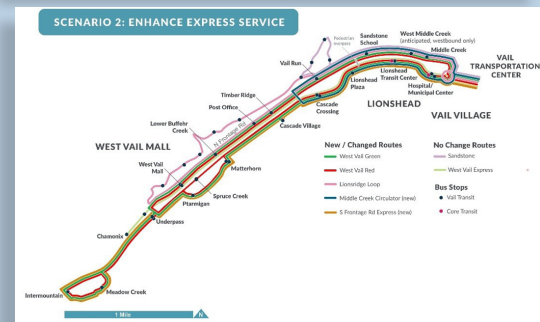
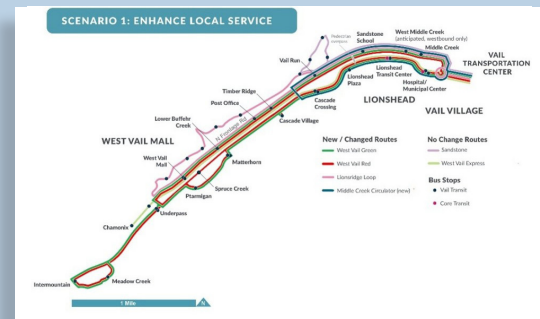
Fehr & Peers led a team of consultants to develop the inaugural 10-Year Transit Development and Capital Plan for a newly formed Regional Transportation Authority in Eagle County, CO. The Eagle Valley Transportation Authority provides critical transit service connecting employees and visitors from mountain towns in Eagle County to the mountain resort communities of Vail and Beaver Creek, CO. Fehr & Peers provided a ten-year vision for enhancing and improving transit service throughout Eagle Valley, including detailed guidance on service operations and capital investments. The plan included robust public engagement across multiple jurisdictions that required regular coordination meetings, online and in-person events to build consensus building among stakeholders with diverse interests. Fehr & Peers additionally led a detailed route and modeling analysis, a travel market analysis, and service alternatives development. The final deliverable included a service development plan, capital improvement plan, operating financial plan, and implementation and phasing plan that provided a practical and implementable solutions for EVTA to follow through on their commitment to substantially grow and improve transit in the coming decade to meet the community's evolving transportation needs.

KEY STAFF:

- Jason Miller – Principal-in-Charge
- Mikhail Kaminer – Planning

RELEVANT LINKS:

- Link to [10-Year Plan](#)
- Link to [Project Website](#)



Vail Transit Route Optimization Plan (2025)

Fehr & Peers led the Town of Vail Transit Route Optimization Plan to adjust the current system and account for new housing developments and paid parking policies. The effort evaluated and enhanced the efficiency, coverage, and performance of the town's transit system. The planning process involved a comprehensive assessment of existing conditions, community input, and performance metrics to identify opportunities for aligning service levels with demand patterns, improving on-time performance, and enhancing connectivity to existing and future key destinations. The final plan includes a phased implementation strategy for route realignments, service frequency adjustments, and seasonal optimization that align with community needs and funding opportunities.

KEY STAFF:

- Jason Miller – Principal-in-Charge
- Mikhail Kaminer – Planning

RELEVANT LINKS:

- Link to [Vail Transit Route Optimization Plan](#)



Fort Collins Transfort Transit Optimization and Innovation Plan (2024)

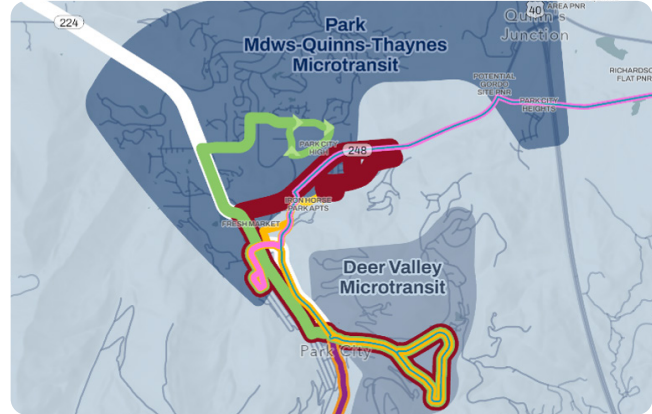
Fehr & Peers has helped Fort Collins deliver sustainable transportation outcomes for more than a decade through work that includes transit analysis, BRT corridor planning, transportation master planning, trail design, Vision Zero planning, and mobility hub design. Most recently, Fehr & Peers completed a transit optimization and innovation plan focused on increasing ridership while reflecting community needs. The study evaluated the potential role of microtransit but ultimately did not recommend its implementation, instead prioritizing investments in the fixed-route transit network.

KEY STAFF:

- Jason Miller – Project Manager
- Mikhail Kaminer – Planning

RELEVANT LINKS:

- Link to [Executive Summary](#)
- Link to [Funding Study](#)



Park City Short Range Transit Plan (2023)

Fehr & Peers led the development of a Short-Range Transit Plan on behalf of Park City, UT. This included several core elements to address the transit mobility challenges in the ski-oriented resort community such as a detailed analysis of current transit performance and review of future community conditions; a travel market assessment using Streetlight cell phone data; 5-year route and service improvements; analysis on new and emerging transit technologies including gondola and microtransit; detailed operational and capital financial plans with estimates of required revenue and expenses; related policies, procedures, staffing needs, community partnerships; and implementation plan with phasing. The primary plan elements were speed and reliability improvements, connectivity between transit service types, reimagining service to accommodate changing nodes and patterns, and integrating mobility to enable better non-driving mobility options.

KEY STAFF:

- Jason Miller – Project Manager
- Tim Baird – Planning
- Kathrine Skollingsberg – Planning & Engagement

RELEVANT LINKS:

- Link to [Adopted Plan](#)



Evaluation:

Frequent Connections Along US-191		Medium
Passenger Convenience		High
Ridership Potential		High
Ability to Connect to Many Destinations		High

Moab Area Transit Feasibility Study (2024)

Fehr & Peers developed an implementation plan for a new transit system in Moab, UT where no public transportation services currently exist. The project was funded by the Utah Department of Transportation and focused on developing a new service that is a flexible, effective, innovative, and customer-focused transit solution for implementation and deployment. The project included:

- Review of community conditions for transit and previously completed studies
- An assessment of the community needs and opportunities
- Development of three possible service alternatives to address identified needs
- A final preferred service alternative with detailed service characteristics (route, schedule, costs, etc.) and operating plan, as well as a financial plan
- Support for a Request for Proposal (RFP) to select a vendor to operate the service
- A final plan document with system performance criteria

The final service plan includes a flexible form of public transportation known as microtransit that operates with 10–12 passenger vans that are connected to a real-time ride request and fulfillment platform, like how trips are requested for Uber and Lyft.

KEY STAFF:

- Jason Miller – Project Manager
- Tim Baird – Strategic Advisor

RELEVANT LINKS:

- Link to [Moab Transit Service](#)



UTA Program Management Support (2021–ongoing)

Fehr & Peers is part of the overall Program Management team serving UTA through several different disciplines. As part of our work beginning in 2021 (and continuing through 2026), we have supported UTA on capital development, planning, and community engagement tasks. This has included:

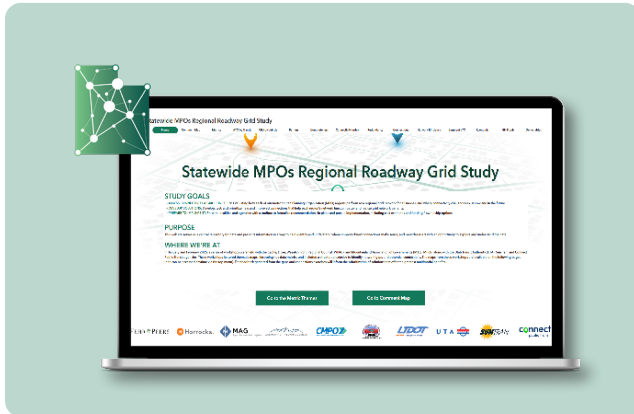
- Analysis of transit plans, policies, and ridership to support FTA grant applications
- Preparation of small area transit studies in south Davis County, Sandy, South Jordan, Layton, Clearfield/Falcon Hill, and the West Bench of Salt Lake County
- Outreach to support the 2023 Long Range Transit Plan
- Coordination and preparation of MOUs and utility agreements
- Development of UTA's first Ten-Year Capital Plan
- Support to prepare the 2023–2027 and 2025–2029 Five-Year Service Plans
- Development of micromobility accommodation recommendations at fixed-guideway stations
- Preparation of UTA's Active Transportation to Transit Plan
- Support for development of the Bus Speed & Reliability Program

KEY STAFF:

- Maria Vyas – Principal-in-Charge, Project Manager
- Tim Baird – Project Manager
- Michael Adamson – Engineering Advisor
- Kathrine Skollingsberg – Planning, Engagement
- Ryan Hunter – Data Analytics
- Ana Shinzato – Planning

RELEVANT LINKS:

- Link to [Adopted Plan](#)



Utah MPOs Regional Roadway Grid Study (2024–2026)

Fehr & Peers led the development of a Regional Roadway Grid Study for all four of Utah’s MPO regions, including DMPO. This first-of-its-kind effort was initiated by the Utah Legislature to build an understanding of the value of well-connected roadway grids and identify potential connections that would enhance mobility across Utah’s major urbanized areas. The effort included a literature review, detailed technical analysis of existing grid connectivity, and development and evaluation of hundreds of project concepts across the state. Concepts were developed with transit and active transportation opportunities as key considerations, with collaboration from transit providers and the Utah Trail Network program. Outcomes included ranked project lists (many of which have been advanced for consideration through RTPs), cutsheets and impact/feasibility assessments of priority projects, and data resources for communities to apply to local connectivity planning efforts.

KEY STAFF:

- Tim Baird – Project Manager
- Maria Vyas – Principal-in-Charge
- Michael Adamson – Engineering Advisor
- Kathrine Skollingsberg – Planning & Engagement
- Ryan Hunter – Data Analytics
- Ana Shinzato – Planning

RELEVANT LINKS:

- Link to [Study Findings](#)

References



These references were selected to demonstrate our ability to deliver recreation-oriented transit plans, Utah transit planning support, and locally relevant regional mobility analysis.

Tanya Allen

Project: Eagle Valley Transportation Authority Core Transit 10-Year Transit Development & Capital Plan Transit Plan

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Bob Allen

Project: Utah MPOs Regional Roadway Grid Study

Transportation Program Manager,
Mountainland Association of Governments

(801) 229-3813

rallen@magutah.gov

Cost Proposal

	Tim Baird	Jason Miller	Maria Vyas	Michael Adamson	Kathrine Skollingsberg	Mikhail Kaminer	Ana Shinzato	Ryan Hunter	Billing Coordinator	Admin Coordinator	Labor Hours	Direct Labor Costs	Direct Costs	Total
CORE TASKS	\$265	\$330	\$335	\$230	\$195	\$200	\$155	\$155	\$195	\$150				
Task 1 – Project Management and Coordination														
1.1 Project Kick-Off (Virtual)	2	2		4	2			2			12	\$2,810	\$60	\$2,870
1.2 Monthly Project Meetings	6	2	2	8		2		6			26	\$6,090	\$120	\$6,210
1.3 Stakeholder Engagement	2	2	4	12	4	2	4	12			42	\$8,950	\$180	\$9,130
1.4 Project Coordination and Invoicing	6			6					8	12	32	\$6,330	\$130	\$6,460
Task 2 – Existing Conditions and System Performance Assessment														
2.1 Route Operational Analysis	2	2		4		24		20			52	\$10,010	\$200	\$10,210
2.2 Community Survey	2	1	4	4	4			8			23	\$5,140	\$100	\$5,240
2.3 Draft and Final Memo Preparation	2	1		4		2		8			17	\$3,420	\$70	\$3,490
Task 3 – Needs Assessment and Service Gap Analysis														
3.1 Travel Market Analysis and Prioritization	2	2		8		20		12			44	\$8,890	\$180	\$9,070
3.2 Strategy Identification	2	2		2			2	4			12	\$2,580	\$50	\$2,630
3.3 Draft and Final Memorandum	1	1		4		2		6			14	\$2,845	\$60	\$2,905
Task 4 – Service and System Alternatives														
4.1 Alternatives Development, including Workshop and System Familiarization	20	16		6				8			50	\$13,200	\$1,460	\$14,660
4.2 Qualitative Alternatives Screening	2	2		2			4	8			18	\$3,510	\$70	\$3,580
4.3 Quantitative Alternatives Screening	2	2		2			8	12			26	\$4,750	\$100	\$4,850
4.4 Graphical Summary Preparation	2	1		2	8		2	2			17	\$3,500	\$180	\$3,680
4.5 Draft and Final Memorandum with Service Recommendations	2	2		4			2	8			18	\$3,660	\$180	\$3,840
Task 5 – Financial Strategy and Implementation Plan														
5.1 Phasing of Strategies and Implementation	2	1		4		4	2	8			21	\$4,130	\$210	\$4,340
5.2 Planning Level Cost Estimation	1	1		2			12				16	\$2,915	\$150	\$3,065
5.3 Financial Plan and Funding	2	2		2			4	4			14	\$2,890	\$140	\$3,030
5.4 Performance Measures	2	2		2				4			10	\$2,270	\$110	\$2,380
5.5 Draft and Final Memorandum	2	2		2	2	1	2	4			15	\$3,170	\$160	\$3,330
Task 6 – Final Deliverables														
6.1 Draft Transit Development Plan Report	4	2	2	6	8	4	8	14			48	\$9,540	\$480	\$10,020
6.2 Council and Stakeholder Presentation	16	1		4	4						25	\$6,270	\$1,110	\$7,380
6.3 Final Transit Development Plan and Data Delivery	4	1		6	4			6			21	\$4,480	\$220	\$4,700
Total for all Core Tasks	88	50	12	100	36	61	50	156	8	12	573	\$121,350	\$5,720	\$127,070
VALUE-ADD (OPTIONAL ADDITIONAL) TASKS														
Value-Add Task #1 Additional In-Person Trip for Open House and Stakeholder Session	16	4	4	16	8			12			60	\$14,000	\$1,080	\$15,080
Value-Add Task #2 Streetlight Analysis	2	1		6				16			25	\$4,720	\$3,090	\$7,810
Total for all Value-Add Tasks	18	5	4	22	8		0	28	0	0	85	\$18,720	\$4,170	\$22,890
Total for all Core Tasks and Value-Add Tasks	106	55	16	122	44		50	184	8	12	658	\$140,070	\$9,890	\$149,960

Schedule and Project Management Approach

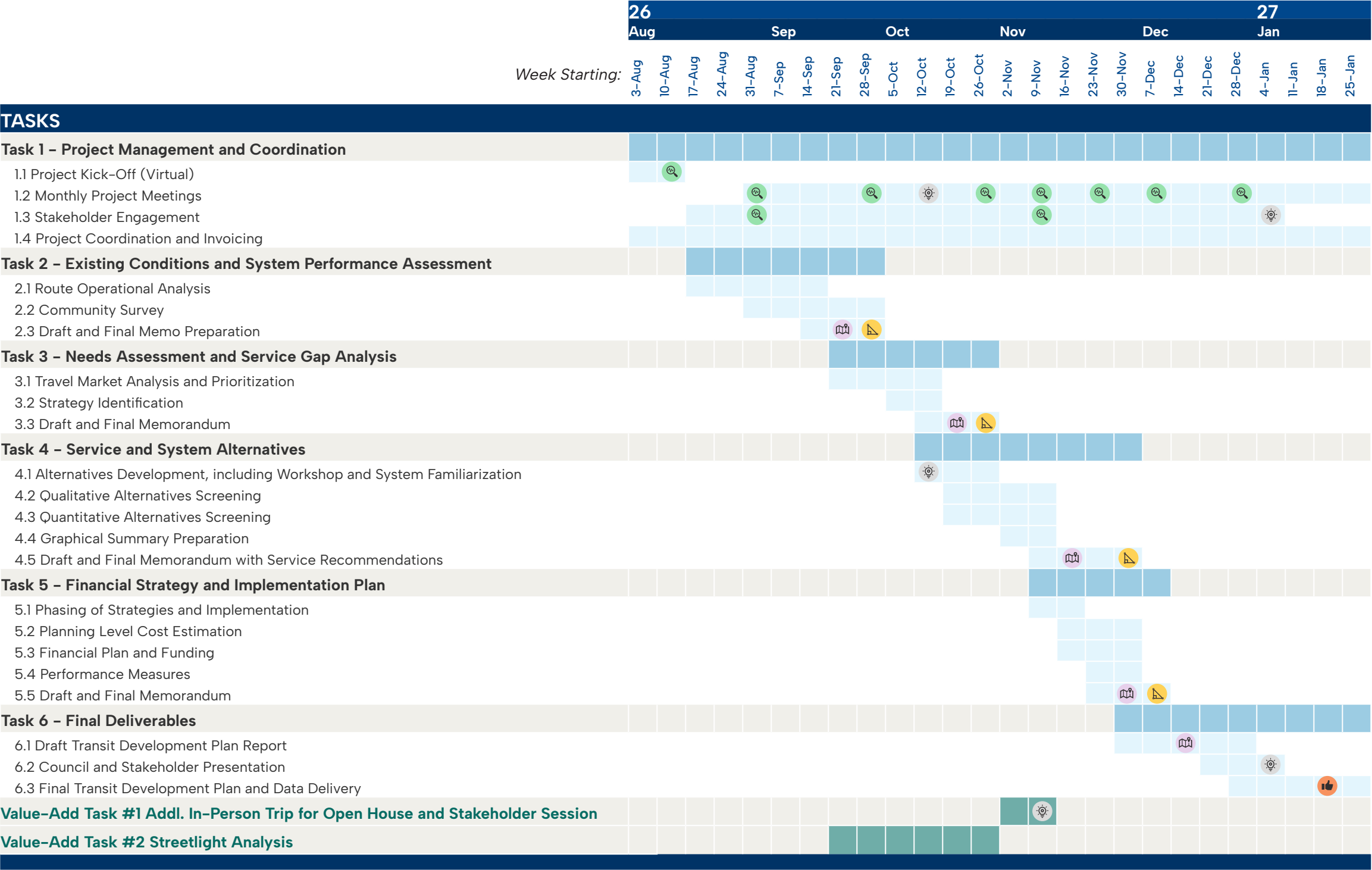
Our team combines strong technical expertise with disciplined project management, allowing us to consistently deliver high-quality, actionable plans on schedule and within budget.

Key elements of our project management approach include:

- **Experienced Leadership** – National transit experts and experienced project managers actively involved throughout the project.
- **Proactive Communication** – Regular coordination to keep decisions moving and avoid delays.
- **Dedicated Resources** – A deep bench of Utah-based staff available to meet schedule demands.
- **Rigorous QA/QC** – Proven three-layer review processes that ensure high-quality deliverables.
- **Adaptive Problem Solving** – The flexibility to respond quickly to changing needs and project challenges in close coordination with our clients.

This combination of transit expertise, local knowledge, and proven project delivery experience positions us to successfully complete the study within the City’s desired timeframe. For more specific project management actions we will take to set this project up for success, see our Task 1 approach on page 3.

The attached schedule shows all of the major touch-points and deliverable dates for our proposed effort, including rough dates for in-person meetings for both the Core and Value-Add tasks. **This schedule is structured to complete the final Transit Service Study within the City’s requested six-month timeframe, while preserving time for City review, stakeholder input, and final refinement . We have the flexibility to adjust this schedule as needed to meet more urgent timeframes or unexpected challenges.**



LEGEND

 In-Person Meeting or Event

 Virtual Meeting

 Draft Deliverable

 Final Deliverable

 Final Study Delivery

26-281 - RFP - PUBLIC TRANSIT SERVICE STUDY

Proposal & Top 3 Interview Scoring Summary -

Active Submissions

	Total Proposal Score	Total Interview Score	Combined Total Score
Supplier	/ 100 pts	/ 12 pts	/ 112 pts
Avenue Consultants (G67)	85.5	7.3	92.8
Fehr & Peers (H73)	85.5	12	97.5
AECOM Technical Services, Inc. (M61)	85.5	9	94.5
KFH Group (D84)	83.5		
Parametrix (W95)	82.5		

Nelson\Nygaard Consulting Associates, Inc. (S26)	75.5		
DanTec (B51)	73.5		
Alfred Benesch & Company (U87)	71.5		
Kimley-Horn (P43)	71		
LSC Transportation Consultants, Inc (Q42)	66.5		
Precision Consulting Firm, LLC (F31)	62		
Eric Beasley Corporation (Q53)	0		



Agenda Date: 08/20/2026

Agenda Item Number: 2k

Subject:

Consider approval of a lease agreement with the St. George Area Chamber of Commerce for property located at 136 North 100 East.

Item at-a-glance:

Staff Contact: Chad Thomas

Applicant Name: Shawn Christensen

Reference Number: N/A

Address/Location:

136 North 100 East

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

The previous 10-year lease between the City of St. George and the St. George Area Chamber of Commerce for use of the City-owned property at 136 North 100 East expired in June 2026. The proposed agreement provides for the Chambers continued use of the property under a new five-year lease. Under the proposed lease, the Chamber will be responsible for all interior and exterior maintenance of the property throughout the lease term. The lease provides for two automatic five-year renewal periods unless either party provides written notice of non-renewal prior to the end of the applicable term. The annual rent remains nominal at \$1 per year. Staff recommends approval.

Staff Narrative (need/purpose):

The City of St. George and the St. George Area Chamber of Commerce have a long-standing relationship. The Chamber supports economic development, commerce, tourism, civic engagement, and the overall business community. In recognition of these public benefits, the City allows the Chamber to use the City-owned building located at 136 North 100 East for a nominal amount. Under the proposed lease, the Chamber will be responsible for all utilities and, at its sole cost, the maintenance, repair, replacement, landscaping, insurance, and other obligations outlined in the agreement. The lease provides for an initial five-year term with two automatic five-year renewal periods unless either party provides written notice of non-renewal prior to the end of the applicable term. The annual rent remains nominal at \$1 per year, reflecting the public benefits and services provided by the Chamber.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this “Lease”) is entered into by and between the **CITY OF ST. GEORGE**, a Utah municipal corporation (“Landlord”), and the **ST. GEORGE AREA CHAMBER OF COMMERCE**, a Utah nonprofit corporation (“Tenant”), and is effective as of June 1, 2026 (the “Effective Date”).

RECITALS

- A. Landlord owns the land, building, parking areas, landscaping, fixtures, and other improvements commonly identified as 136 North 100 East, St. George, Utah (collectively, the “Property”).
- B. Tenant desires to lease the entire Property from Landlord, and Landlord desires to lease the entire Property to Tenant, subject to Landlord’s reserved rights and the other terms of this Lease. The entire Property is referred to in this Lease as the “Leased Premises.”
- C. Tenant promotes economic development, commerce, tourism, civic engagement, and the general business welfare of the City and its residents. By approving this Lease, the St. George City Council finds that Tenant’s activities and the obligations Tenant assumes under this Lease provide a substantial public benefit and serve a valid public purpose.
- D. The nominal rent is supported by the public benefits described above and by Tenant’s agreement to pay all utilities and to perform, at Tenant’s sole cost, the maintenance, repair, replacement, landscaping, insurance, and other obligations stated in this Lease.
- E. The parties wish to state their respective rights and obligations concerning the Leased Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENT

Section 1. DESCRIPTION OF LEASED PREMISES: Landlord leases the Leased Premises to Tenant, and Tenant leases the Leased Premises from Landlord, subject to this Lease and Landlord’s reserved rights. Landlord reserves the right to use the boardroom and training room at no charge. Landlord’s reserved use has priority upon at least seventy-two (72) hours’ advance notice, or on shorter notice that Tenant can reasonably accommodate. At no charge to Landlord, Tenant shall provide customary access, lighting, heating and cooling, and ordinary janitorial service for such use. Tenant shall not encumber, reserve, or otherwise commit either room in a manner that defeats or materially impairs Landlord’s reserved right.

Section 2. LEASE DATE AND TERM:

- (a) **Term.** The initial term is five (5) years, commencing on June 1, 2026, and expiring at 11:59 p.m. on May 31, 2031, unless earlier terminated under this Lease. “Term” includes the initial term and any extension approved in accordance with Section 4.
- (b) **Possession and Ratification.** Tenant is in possession under a prior lease that expired May 31, 2026, and shall continue in possession without interruption. The parties ratify and confirm that their occupancy, use, and performance from June 1, 2026, through the date of execution are governed by this Lease.

Section 3. BASE RENT AND ADDITIONAL RENT:

- (a) **Base Rent.** Tenant shall pay annual base rent of One Dollar (\$1.00), without deduction, setoff, prior notice, or demand. Base rent is payable in advance on June 1 of each Lease year at the address stated in Section 31 or at another place designated by Landlord in writing.
- (b) **Additional Rent.** All costs, expenses, reimbursements, interest, penalties, damages, and other sums Tenant is required to pay under this Lease are “Additional Rent.” Landlord has the same rights and remedies for nonpayment of Additional Rent as for nonpayment of base rent.

- (c) **Public-Benefit Consideration.** Tenant acknowledges that its public-service commitments and full performance of its maintenance, landscaping, utility, insurance, and other obligations are material consideration for the nominal base rent.

Section 4. RENEWAL; LANDLORD TERMINATION FOR CONVENIENCE: This Lease renews automatically for additional five (5) year terms. Landlord may terminate this Lease, in whole or in part and without cause, on at least ninety (90) days' prior written notice to Tenant. The termination must be authorized by the City Council unless the Council has delegated that authority by recorded action. Tenant's sole remedy is occupancy through the termination date and a refund of prepaid base rent allocable after that date. Tenant waives claims for lost profits, relocation costs, loss of goodwill, unamortized improvements, consequential damages, or other compensation arising from such termination, unless Landlord expressly agrees otherwise in a separate written instrument approved as required by Section 39.

Section 5. AUTHORIZED USE; COMPLIANCE WITH LAW:

- (a) **Permitted Use.** Tenant may use the Leased Premises only for operation of the St. George Chamber of Commerce and activities reasonably related to that operation, including meetings, training, programs, and events organized, hosted, or sponsored by Tenant.
- (b) **Legal and Code Compliance.** Tenant shall conduct every use and activity in compliance with all applicable federal, state, and local laws, ordinances, regulations, City Code provisions, permits, approvals, occupancy limits, and insurance requirements. Tenant is solely responsible for obtaining and maintaining all licenses and permits required for its activities. Landlord's execution of this Lease is not a permit or regulatory approval and does not waive any applicable requirement.
- (c) **Prohibited Conditions.** Tenant shall not cause or permit waste, nuisance, unlawful or disreputable activity, unreasonable noise or vibration, any condition that materially interferes with neighboring properties, any extra-hazardous activity, or any use prohibited by an insurance policy covering the Property. Tenant shall not generate, release, store, or dispose of hazardous or regulated substances at the Property except ordinary quantities of cleaning and office supplies lawfully used and stored. Tenant shall promptly notify Landlord of any spill, release, notice of violation, or condition presenting a material threat to persons, property, or the environment.

Section 6. NO SMOKING; ANIMALS: Smoking and vaping are prohibited inside all buildings on the Property. Animals are prohibited inside all buildings except service animals and other animals required as a reasonable accommodation under applicable law. Tenant shall take reasonable steps to enforce this Section as to its employees, agents, contractors, members, invitees, licensees, clients, and guests.

Section 7. ALTERATIONS, IMPROVEMENTS, AND LIENS:

- (a) **Prior Approval.** Tenant shall not make any alteration, addition, improvement, penetration, or material change to the Leased Premises without Landlord's prior written approval. Approval given in Landlord's proprietary capacity does not replace any required permit or regulatory approval. All work shall be performed at Tenant's sole cost by properly licensed and insured contractors, in a good and workmanlike manner, and in compliance with applicable law and Landlord's reasonable requirements.
- (b) **Ownership and Removal.** Unless Landlord states otherwise in its written approval, all permanent alterations, additions, and improvements become Landlord's property upon installation without payment, credit, or reimbursement to Tenant. Tenant may remove its movable trade fixtures and personal property before surrender if removal causes no damage; Tenant shall promptly repair any damage caused by installation or removal. Landlord may require Tenant to remove any alteration or improvement and restore the affected area at expiration or earlier termination.
- (c) **No Liens.** Tenant shall keep the Property free from construction, mechanic's, materialman's, and similar liens arising from work performed or materials supplied at Tenant's request. Tenant shall discharge or bond around any such lien within ten (10) days after notice. Tenant has no authority to subject Landlord's interest to a lien.

- (d) **No Reimbursement.** Except as expressly stated in a separate written instrument approved by Landlord, Tenant is not entitled to reimbursement, an offset, or compensation for any alteration, improvement, fixture, maintenance expense, or unamortized cost, including upon termination for convenience.

Section 8. REPAIR, MAINTENANCE, AND LANDSCAPING:

- (a) **Tenant's Full Responsibility.** At its sole cost, Tenant shall maintain the entire Leased Premises in good, safe, clean, sanitary, attractive, and code-compliant condition, order, and repair. Tenant shall perform all maintenance, service, repair, replacement, and upkeep of every kind, whether ordinary or extraordinary, foreseen or unforeseen, structural or nonstructural, including the building interior and exterior; roof and roof systems; foundation and structural components; sidewalks; parking and paved areas; drainage; heating, ventilation, and air-conditioning equipment; electrical, lighting, plumbing, and irrigation systems; fixtures; glass; doors; locks; fire and life-safety systems; pest control; janitorial service; and all other portions and systems serving the Leased Premises, except only restoration Landlord elects to perform under Section 18.
- (b) **Landscaping.** Tenant's obligations include all landscaping and grounds care, including irrigation-system operation, maintenance, repair, and replacement; lawn and turf care; mowing; edging; pruning; fertilization; weed and pest control; seasonal cleanup; removal and replacement of dead, diseased, or damaged plant material; litter and debris removal; and maintenance of landscape improvements. Tenant shall maintain the grounds in a neat, healthy, and professional condition consistent with applicable City standards.
- (c) **Prompt Work; Records.** Tenant shall promptly correct any condition presenting a safety hazard, threatening property damage, or violating law, City Code, permit requirements, manufacturer requirements, or reasonable Landlord standards. Tenant shall maintain service records, warranties, and contracts for major building systems and landscaping and provide copies to Landlord upon reasonable request.
- (d) **Inspection and Landlord Cure.** Landlord may inspect the interior and exterior during regular business hours on at least twenty-four (24) hours' notice, or on as much notice as practicable in an emergency. If Tenant fails to perform after notice and expiration of the applicable cure period, or immediately in an emergency threatening persons or property, Landlord may perform the work. Tenant shall reimburse Landlord's reasonable documented costs within thirty (30) days after invoice; those costs are Additional Rent. Landlord's performance does not relieve Tenant of its obligations.

Section 9. INSURANCE:

- (a) **Insurers.** All insurance required of Tenant shall be issued by insurers authorized to do business in Utah and rated not less than A- by AM Best, unless Landlord approves otherwise in writing.
- (b) **Commercial General Liability.** At its sole cost throughout the Term, Tenant shall maintain commercial general liability insurance covering bodily injury, death, and property damage arising in or about the Leased Premises, with limits of not less than \$1,000,000 per occurrence and \$4,000,000 general aggregate and a deductible not exceeding \$5,000. Landlord and its elected and appointed officials, officers, employees, agents, and volunteers shall be additional insureds by endorsement. Coverage shall be primary and noncontributory to Landlord's insurance or self-insurance, to the extent permitted by law. Landlord may reasonably adjust required limits by written notice based on then-current risk conditions and customary municipal requirements.
- (c) **Workers' Compensation and Other Coverage.** Tenant shall maintain workers' compensation and employer's liability insurance and all other insurance required by applicable law. If Tenant uses owned, hired, or non-owned vehicles in operations at the Property, Tenant shall maintain automobile liability insurance in commercially reasonable amounts.

- (d) **Tenant Property and Improvements.** Tenant shall insure its furniture, equipment, inventory, trade fixtures, personal property, and alterations or improvements installed by or for Tenant against customary property risks. Landlord is not responsible for loss of or damage to such property.
- (e) **Landlord Property Coverage.** Landlord shall maintain property and casualty insurance, risk-pool coverage, or equivalent self-insurance for the building and improvements owned by Landlord in an amount Landlord determines appropriate. Tenant has no interest in proceeds of coverage maintained by Landlord and shall execute documents reasonably needed to settle an insured loss.
- (f) **Evidence; Cancellation.** Before occupancy under this Lease and at each renewal of coverage, Tenant shall provide certificates of insurance, additional-insured endorsements, and proof of premium payment satisfactory to Landlord. Tenant shall immediately notify Landlord of cancellation, nonrenewal, material reduction, or lapse. Policies shall provide at least thirty (30) days' prior notice to Landlord of cancellation or material reduction, except ten (10) days for nonpayment of premium, to the extent commercially available.
- (g) **Failure to Insure.** A lapse or failure to maintain required insurance is a material default. Landlord may obtain coverage and charge the reasonable cost to Tenant as Additional Rent, without waiving any other remedy.
- (h) **Waiver of Subrogation.** To the extent available from their respective insurers, each party waives subrogation against the other for insured property losses, except that this waiver does not excuse willful misconduct.

Section 10. UTILITIES: Tenant shall place in its name, maintain, and timely pay all charges for electricity, natural gas, water, sewer, solid waste, telephone, internet, cable, security, and every other utility or service supplied to or used at the Leased Premises. Tenant shall prevent any interruption caused by nonpayment and shall pay all charges through the date the Leased Premises are surrendered.

Section 11. LANDLORD'S REPRESENTATIONS; AS-IS CONDITION:

- (a) **Authority.** Landlord represents that it owns the Leased Premises and, subject to required City Council approval, has authority to enter into this Lease.
- (b) **As-Is.** Tenant accepts the Leased Premises in their existing "AS IS, WHERE IS" condition, with all faults. Except as expressly stated in this Lease, Landlord makes no representation or warranty regarding condition, title, fitness, suitability, code compliance, or any particular use.
- (c) **Quiet Enjoyment.** So long as Tenant pays all amounts due and performs its obligations, Tenant may peaceably use and enjoy the Leased Premises during the Term, subject to Landlord's reserved rights, Landlord's termination rights, and all other provisions of this Lease.

Section 12. TENANT'S REPRESENTATIONS:

- (a) **Authority.** Tenant represents that it is duly organized, validly existing, and in good standing under Utah law and that each person executing this Lease for Tenant is duly authorized.
- (b) **Independent Review.** Tenant has inspected the Leased Premises, has had the opportunity to obtain legal and technical advice, and is not relying on any representation not expressly stated in this Lease.

Section 13. SIGNS, AWNINGS, AND EXTERIOR INSTALLATIONS: Tenant shall not install any sign, awning, marquee, antenna, equipment, or other exterior attachment without Landlord's prior written approval and all required permits. All approved installations shall be professionally designed, installed, and maintained at Tenant's sole cost. At surrender, Tenant shall remove them if Landlord requests and repair all resulting damage.

Section 14. KEYS, LOCKS, AND ACCESS DEVICES: Tenant shall provide Landlord current keys, codes, and access devices for all exterior doors and interior areas. Tenant shall not rekey or change access controls without promptly providing replacement access to Landlord. Upon surrender, Tenant shall deliver all keys and access devices and shall provide all current codes.

Section 15. LANDLORD’S RIGHT TO ENTER: Landlord and its agents may enter the Leased Premises during reasonable business hours on reasonable advance notice to inspect, verify compliance, perform work Landlord is permitted to perform, protect persons or property, or exercise other rights under this Lease. No advance notice is required in an emergency, suspected abandonment, or when otherwise allowed by law. Landlord shall use reasonable efforts to avoid unnecessary interference with Tenant’s operations.

Section 16. LANDLORD’S RIGHT TO SHOW AND ADVERTISE: During the final sixty (60) days of the Term, after notice of termination, or after a Tenant default, Landlord may place reasonable rental or sale notices and show the Leased Premises to prospective occupants or purchasers at reasonable times. Landlord shall use reasonable efforts to avoid unnecessary interference with Tenant’s permitted use.

Section 17. NO ASSIGNMENT OR SUBLEASING:

- (a) **Absolute Prohibition.** Tenant shall not assign this Lease or sublease all or any portion of the Leased Premises under any circumstances. This prohibition is absolute and is not subject to Landlord consent under this Lease. Tenant also shall not transfer, pledge, encumber, or delegate this Lease or any interest in it, nor grant any person or entity a leasehold, possessory right, exclusive-use right, recurring occupancy right, concession, office, storage right, business-address right, license, or other right to occupy or control any portion of the Leased Premises. Any purported transaction or arrangement in violation of this Section is void and constitutes a material default.
- (b) **Chamber Meetings and Events.** Temporary attendance by members, guests, speakers, vendors, or participants at a meeting, training, program, or event organized, hosted, or sponsored by Tenant is not a prohibited assignment, sublease, or occupancy arrangement if Tenant retains possession and control at all times, remains present or directly supervises the activity, assumes full responsibility for all persons and activities, and grants no exclusive, recurring, or continuing right to use or occupy any part of the Leased Premises.

Section 18. DAMAGE OR DESTRUCTION:

- (a) **Landlord Election.** If the Leased Premises are materially damaged by fire or other casualty, Landlord may elect, in its sole discretion, either to restore the Landlord-owned building and improvements or to terminate this Lease by written notice. Landlord shall make its election within a reasonable time after evaluating the damage, insurance coverage, public need, funding, and feasibility. If Landlord terminates, the Lease ends on the date stated in the notice, Tenant shall surrender as directed, and neither party has further liability except obligations that accrued before termination or expressly survive.
- (b) **Restoration.** If Landlord elects to restore, Landlord controls the scope, design, contracting, timing, and application of insurance proceeds. Landlord is not required to restore Tenant’s property, trade fixtures, alterations, or improvements. Tenant shall promptly restore or replace its property and any work assigned to it by Landlord, all in compliance with Sections 7 and 8.
- (c) **Tenant-Caused Loss.** Tenant is responsible for Landlord’s deductible and uninsured loss to the extent caused by Tenant or by persons for whom Tenant is responsible, subject to applicable law and any waiver of subrogation.

Section 19. PARKING AND COMMON AREAS: Tenant and its employees, agents, members, guests, invitees, and clients may use parking and common areas serving the Property in common with Landlord and persons authorized by Landlord, subject to reasonable rules Landlord may establish, including parking allocation. Landlord may use or grant access to those areas for City purposes, provided Landlord does not unreasonably interfere with Tenant’s permitted use. Tenant’s obligation under Section 8 to maintain, repair, replace, and care for the parking and common areas applies notwithstanding Landlord’s retained use of those areas or Landlord’s authorization of their use by others.

Section 20. AUCTIONS AND DISTRESS SALES: Tenant shall not conduct or permit an auction, fire sale, bankruptcy sale, liquidation sale, or similar distress sale at the Property.

Section 21. SECURITY AND FORCED ENTRY: Tenant is responsible for security measures it considers necessary and for damage to the Property resulting from forced entry or burglary, except to the extent caused by Landlord's negligence or willful misconduct.

Section 22. TENANT DEFAULT:

Each of the following constitutes an event of default by Tenant:

- (a) **Monetary Default.** Tenant fails to pay base rent or Additional Rent within thirty (30) days after written notice of nonpayment.
- (b) **Nonmonetary Default.** Tenant fails to perform any other obligation and the failure continues for thirty (30) days after written notice; provided that, if the default cannot reasonably be completed within thirty (30) days, Tenant must commence cure within fifteen (15) days after notice and diligently pursue it to completion within a reasonable time acceptable to Landlord.
- (c) **Immediate or Expedited Default.** No additional cure period is required for an unauthorized assignment or sublease, abandonment, a lapse of required insurance lasting more than three (3) business days after notice, or an unlawful or hazardous use presenting an imminent threat to persons or property. Landlord may take immediate protective action in an emergency without waiting for a cure period.
- (d) **Insolvency.** To the extent enforceable under applicable law, Tenant files or becomes subject to bankruptcy, insolvency, receivership, dissolution, or similar proceedings; admits in writing its general inability to pay debts as they become due; or has its leasehold interest taken by execution or other legal process, and the event is not dismissed or stayed within the period required by applicable law.

Section 23. REMEDIES:

- (a) **Self-Help.** After any required notice and cure period, or immediately in an emergency, Landlord may perform Tenant's obligation, enter as reasonably necessary, and recover its reasonable documented costs as Additional Rent. Such action does not waive the default.
- (b) **Termination and Possession.** Landlord may terminate this Lease and recover possession in accordance with applicable law. Tenant remains liable for all amounts accrued and obligations arising before termination and for all obligations that survive.
- (c) **Damages and Equitable Relief.** Landlord may recover damages proximately resulting from default, including costs to recover, secure, repair, restore, clean, or prepare the Leased Premises for another use, and may seek injunctive or other equitable relief.
- (d) **Cumulative Remedies.** All remedies are cumulative and nonexclusive. Exercise of one remedy does not preclude another remedy available under this Lease, at law, or in equity.

Section 24. NO WAIVER: A waiver is effective only if written and signed by the waiving party. A waiver of one breach is not a waiver of another or later breach. Delay, forbearance, acceptance of payment, or failure to enforce does not waive any right or remedy.

Section 25. INDEMNIFICATION; NONLIABILITY OF LANDLORD: To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and its elected and appointed officials, officers, employees, agents, and volunteers from claims, demands, actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and insurance deductibles, arising out of or resulting from Tenant's use or occupancy; Tenant's operations; Tenant's breach; or the acts or omissions of Tenant or its employees, agents, contractors, members, invitees, licensees, clients, guests, or other persons for whom Tenant is responsible. Tenant need not indemnify Landlord for the proportion of a claim finally determined to have been caused by Landlord's negligence or willful misconduct to the extent indemnification is prohibited by law. Tenant shall not settle a claim affecting Landlord without Landlord's prior written consent. Except to the extent caused by Landlord's negligence or willful misconduct, Landlord is not liable for utility interruption, theft, burglary, casualty, vandalism, civil disturbance, or other loss or damage at the Leased Premises. This Section survives expiration or termination.

Section 26. GOVERNING LAW, VENUE, AND GOVERNMENTAL IMMUNITY: Utah law governs this Lease without regard to conflict-of-laws principles. Exclusive venue lies in a court of competent jurisdiction in or having jurisdiction over Washington County, Utah. Nothing in this Lease waives any defense, limitation, protection, or immunity available to Landlord or its officials, employees, or agents under the Governmental Immunity Act of Utah, Utah Code Title 63G, Chapter 7, or other applicable law; creates a cause of action; or imposes liability beyond that authorized by law.

Section 27. ATTORNEYS' FEES: Each party shall bear its own attorneys' fees and litigation expenses except to the extent Tenant must reimburse Landlord under Section 3(b), indemnify Landlord under Section 25, or pay damages or costs recoverable under Section 23 or other applicable law.

Section 28. FORCE MAJEURE: A party's delay in performing a nonmonetary obligation is excused only to the extent caused by an event beyond that party's reasonable control that could not reasonably have been prevented or overcome. The affected party shall promptly notify the other, mitigate the effects, and resume performance as soon as reasonably possible. Force majeure does not excuse Tenant's obligation to pay base rent or Additional Rent; maintain insurance; perform indemnity obligations; surrender the Leased Premises; comply with law; respond to an emergency; correct an imminent safety hazard; or take reasonable action necessary to prevent material property damage.

Section 29. CONSTRUCTION: Words of any gender include every gender; singular includes plural and plural includes singular as context requires; "including" means "including without limitation"; and references to law include amendments and successor provisions.

Section 30. HEADINGS: Headings are for convenience only and do not modify or limit this Lease.

Section 31. NOTICES:

All notices, demands, and other communications required or permitted under this Lease must be in writing and are deemed given: (i) when personally delivered; (ii) one (1) business day after deposit with a nationally recognized overnight courier, charges prepaid; (iii) three (3) business days after deposit in United States certified mail, return receipt requested, postage prepaid; or (iv) when sent by email, if sent before 5:00 p.m. recipient local time on a business day and no nondelivery notice is received, otherwise on the next business day. Notices shall be sent to:

If to Landlord:

City of St. George
61 South Main Street
St. George, Utah 84770
Attn: City Attorney
Email: legal@sgcityutah.gov

If to Tenant:

St. George Area Chamber of Commerce
136 North 100 East
St. George, Utah 84770
Attn: President & CEO
Email: shawn@stgeorgechamber.com

Either party may change its notice address by notice complying with this Section. Notices required by an unlawful-detainer statute or other applicable law shall also be served in the manner required by that law. Nothing precludes personal service of legal process.

Section 32. SURRENDER: At expiration or earlier termination, Tenant shall peaceably surrender the Leased Premises to Landlord broom-clean, free of all occupants, users, personal property, debris, and claims, and in the condition required by Sections 7 and 8, ordinary wear and insured casualty excepted. Tenant shall complete any restoration required by Landlord; pay all utility and service charges through surrender; deliver keys, access devices, codes, maintenance records, warranties, and manuals; and remove its movable property. Property not timely removed may, at Landlord's election and without compensation, be deemed abandoned and retained, stored, or disposed of at Tenant's cost. This Section survives expiration or termination.

Section 33. SEVERABILITY: If a provision or its application is held invalid, illegal, or unenforceable, the remainder of the Lease and other applications remain effective to the fullest extent permitted by law.

Section 34. HOLDOVER: Tenant has no right to hold over. If Tenant remains after expiration or termination and Landlord expressly consents in writing, the occupancy is month-to-month only, does not renew or extend this Lease, and is subject to the provisions of this Lease that are consistent with month-to-month occupancy. Base rent during an approved holdover is the fair-market rental value determined by Landlord, plus all Additional Rent. Either party may terminate an approved holdover on thirty (30) days' written notice, subject to applicable law. Acceptance of payment does not constitute consent to holdover or City Council approval of an extension.

Section 35. FURTHER DOCUMENTS: Each party shall execute additional documents reasonably necessary to carry out this Lease, provided they do not materially alter the party's obligations or require an approval that has not been obtained.

Section 36. ELECTRONIC SIGNATURES; COUNTERPARTS: Electronic or facsimile signatures and electronically transmitted copies are effective as originals. This Lease may be executed in counterparts, each of which is an original and all of which constitute one instrument.

Section 37. ENTIRE AGREEMENT: This Lease is the entire agreement concerning the Leased Premises and supersedes all prior oral and written discussions, understandings, and agreements concerning the same subject. Tenant acknowledges that the City's platinum-level Chamber membership is separate from this Lease and does not amend, offset, excuse, or limit Tenant's obligations under this Lease.

Section 38. ATTORNMENT: If Landlord transfers its interest in the Property, Tenant shall recognize and attorn to the lawful successor as landlord, subject to Tenant's rights under this Lease.

Section 39. AMENDMENT; CITY APPROVAL AND ADMINISTRATION: This Lease may be amended only by a written instrument executed by both parties. This Lease and every material amendment, renewal, extension, waiver of a material Tenant obligation, or change to the use or transfer restrictions are subject to approval by the St. George City Council. The Mayor, City Manager, City Attorney, or their written designees may administer this Lease and deliver notices for Landlord, but may not exercise authority reserved to the City Council unless delegated by recorded City Council action.

Section 40. INTEREST: Tenant shall pay interest on past-due amounts at the lesser of eighteen percent (18%) per annum or the maximum lawful rate, from the due date until paid, before and after judgment.

Section 41. ESTOPPEL CERTIFICATE: Within ten (10) business days after Landlord's written request, Tenant shall execute and deliver a statement certifying whether this Lease is in full force and effect and whether it has been modified; the Term dates; the date through which rent and charges have been paid; whether, to Tenant's knowledge, Landlord is in default and, if so, the details; and other lease-related matters Landlord reasonably requests. Landlord and a prospective purchaser, lender, or transferee may rely on the statement. If Tenant fails to deliver it on time, that failure is conclusive evidence, binding on Tenant, that this Lease is unmodified and in full force and effect and that Landlord is not in default.

Section 42. TAXES, LICENSES, AND FEES: Tenant shall timely pay all taxes, assessments, privilege taxes, charges, licenses, permit fees, and governmental impositions arising from Tenant's occupancy, use, activities, personal property, alterations, or business operations, whether billed to Tenant or Landlord. Tenant is not responsible for ad valorem property taxes imposed solely on Landlord's ownership of the Property, unless the tax or charge results from Tenant's use or tax status.

Section 43. NO RECORDING; NATURE OF INTEREST: Tenant shall not record this Lease or any memorandum, notice, or other instrument concerning it without Landlord's prior written approval. This Lease creates only a leasehold right of possession for the Term and does not convey an easement, ownership interest, or other estate in the Property.

Section 44. LANDLORD'S GOVERNMENTAL CAPACITY: When acting under this Lease, Landlord acts in its proprietary capacity as property owner. Landlord retains all legislative, police, regulatory, permitting, enforcement, and governmental powers and may exercise them without constituting a breach, provided Landlord acts in accordance with applicable law. No consent or approval under this Lease is a regulatory approval or waiver of City Code.

IN WITNESS WHEREOF, subject to approval by the St. George City Council, the parties have executed this Lease through their duly authorized representatives. The parties intend the Lease to be effective as of June 1, 2026, regardless of the dates of signature below.

LANDLORD:
CITY OF ST. GEORGE

TENANT:
**ST. GEORGE AREA CHAMBER OF
COMMERCE**

By: _____
Jimmie Hughes, Mayor

By: _____
Shawn Christensen, President & CEO

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

City Recorder

By: _____
Assistant City Attorney

Agenda Date: 08/20/2026

Agenda Item Number: 21

Subject:

Consider a fee waiver for the inaugural Hope in Every Step 5K/1K Race during Stomach Cancer Awareness Month in November.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Kendle Salisbury

Reference Number: N/A

Address/Location:

Crosby Family Confluence Park

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

This is the first time Kendle Salisbury is applying for a Special Events Permit as well as submitting a fee waiver request for this inaugural event. Kendle has been battling cancer and would like to give back to raise funds for the Hope for Stomach Cancer. Hope for Stomach Cancer has resources available such as oncologists, nutritionists, and a community of others who are also fighting stomach cancer.

Staff Narrative (need/purpose):

The applicant is hoping to engage community involvement during Stomach Cancer month this November. All donations will go to Hope for Stomach Cancer research and to raise awareness.

Name of Legal Dept approver: Alicia Carlton Galvany

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

Dear St. George City Council,

8/4/26

I am requesting your assistance in waving the special events application fee, park reservation fee, and vendor sublicense fees for Hope in Every Step. I am holding a Hope in Every Step 5k race/ 1k hope walk fundraiser event on Sat. Nov. 7th at Crosby Confluence Park. I have stage 4 stomach cancer and have been doing chemotherapy every other week for almost 3 years at the St. George Cancer Center. It's been a tough road but I want to give back to others who are also fighting this battle. November is Stomach Cancer month so I want to raise funds for the Hope for Stomach Cancer foundation. They have been so wonderful to me by supporting me financially when I wanted to attend their events in Washington D.C. the last 2 years. I was able to learn about new cancer treatments and also go to Capital Hill and meet with Utah legislators to tell them about stomach cancer and important stomach cancer bills. Hope for Stomach Cancer also has great resources available such as oncologists, nutritionists, and a community of others who are also fighting stomach cancer.

I would appreciate having the event fee waived since all fees and donations are going to a good cause. All donations will go to Hope for Stomach cancer research and to raise awareness. I am also hoping to get some sponsorships to help bring our community together and help raise awareness for this important cancer.

I appreciate your time and consideration.

Thank you,

Kendle Salisbury

**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
AUGUST 6, 2026, 3:00 P.M.
COUNCIL CONFERENCE ROOM**

PRESENT:

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

STAFF MEMBERS PRESENT:

City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Airport Director Dustin Warren
Deputy City Attorney Jami Brackin
Economic Development Director Chad Thomas
Public Works Director Cameron Cutler

OTHERS PRESENT:

Hilary Fletcher with Woolpert
Randal Wiedemann with R.A. Wiedemann & Associates, Inc. (via Zoom)
Shawn Christensen with the St. George Area Chamber of Commerce
Marie Bowcutt-Cox with the St. George Area Chamber of Commerce
Jon Cole with the St. George Area Chamber of Commerce
Steve Brough with the St. George Area Chamber of Commerce
Braden Saunders with YESCO

CALL TO ORDER:

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

Link to call to order: [00:00:00](#)

**DISCUSSION REGARDING CUSTOMER FACILITY CHARGE (CFC) FOR RENTAL CARS
AT THE ST. GEORGE REGIONAL AIRPORT:**

Link to introduction from Mayor Hughes and presentation from Airport Director Dustin Warren, Hilary Fletcher with Woolpert, and Randal Wiedemann with R.A. Wiedemann & Associates, Inc, including discussion between the City Council, Ms. Fletcher, Mr. Wiedemann, City Manager John Willis, Assistant City Manager Robert Myers, and Mr. Warren: [00:00:07](#)

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UPDATE FROM THE ST. GEORGE AREA CHAMBER OF COMMERCE:

Link to introduction from City Manager John Willis and presentation from Shawn Christensen, Marie Bowcutt-Cox, and Steve Brough with the St. George Area Chamber of Commerce, including discussion between the City Council and Mr. Christensen: [00:24:00](#)

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PRESENTATION FROM YESCO:

Link to introduction from City Manager John Willis and presentation from Braden Saunders with YESCO, including discussion between the City Council, City Manager John Willis, Deputy City Attorney Jami Brackin, City Attorney Ryan Dooley, Economic Development Director Chad Thomas, and Mr. Saunders: 00:59:08

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DISCUSSION REGARDING ROADWAY IMPROVEMENTS ON EZRA DRIVE:

Link to introduction from City Manager John Willis and presentation from Public Works Director Cameron Cutler, including discussion between the City Council, City Manager John Willis, and Mr. Cutler: [01:27:56](#)

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REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

No reports were provided.

ADJOURN TO A CLOSED MEETING:

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

Link to motion: [01:39:18](#)

MOTION:

A motion was made by Councilmember Anderson to adjourn to a closed meeting to discuss litigation and property acquisition.

SECOND:

The motion was seconded by Councilmember Larkin.

VOTE:

Mayor Hughes called for a vote, as follows:

Councilmember Larkin – aye

Councilmember Larsen – aye

Councilmember Tanner – aye

Councilmember Kemp – aye

Councilmember Anderson – aye

The vote was unanimous and the motion carried.

The meeting adjourned following the closed meeting.

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 6, 2026, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

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

STAFF MEMBERS PRESENT:

**City Manager John Willis
Assistant City Manager Robert Myers
City Attorney Ryan Dooley
City Recorder Christina Fernandez
Assistant City Manager Robert Myers
Budget Manager Jared Edwards
Planner Brenda Hatch
Planner Dan Boles
Planner Brian Dean
Community Development Director Carol Winner**

OTHERS PRESENT:

**Kat Puzey with the Downtown Farmers Market
Ashley Tiller with the Downtown Farmers Market
Melinda Hortin with the St. George Exchange Club
Steve Manwaring with the St. George Exchange Club
Resident Tanya Uyleman
Resident Liam Uyleman**

CALL TO ORDER:

Mayor Hughes called the meeting to order and welcomed all in attendance. The invocation was offered by Sharon Shores with the Universal Life Ministries and The Pledge of Allegiance to the Flag was led by Councilmember Kemp.

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

MAYOR'S RECOGNITIONS, PROCLAMATIONS, AND UPDATES:

Link to Mayor Hughes acknowledging members of the Youth City Council in attendance: [00:03:20](#)

a. Read a Proclamation proclaiming August 2 – 8, 2026 as National Farmers Market Week.

Link to Councilmember Larkin reading a Proclamation proclaiming August 2 – 8, 2026 as National Farmers Market Week; the Proclamation was accepted by Kat Puzey and Ashley Tiller with the Downtown Farmers Market: [00:03:47](#)

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5 **b. Presentation from the St. George Exchange Club.**
6

7 Link to presentation from Melinda Hortin and Steve Manwaring with the St. George
8 Exchange Club; awards were accepted by the City and resident Liam Uyleman:
9 [00:09:43](#)
10

11 **COMMENTS FROM THE PUBLIC:**

12 Link to Mayor Hughes outlining the rules for speaking: [00:15:20](#)
13

14 Link to comments from resident Cordell Stevens, including comments from Mayor
15 Hughes: [00:16:08](#)
16

17 Link to comments from resident Mike McKee, including comments from Mayor
18 Hughes and Councilmember Kemp: [00:21:04](#)
19

20 **CONSENT CALENDAR:**

21 **a. Consider approval to award a bid to Peak Asphalt for the chip seal oil**
22 **supply.**
23

24 BACKGROUND and RECOMMENDATION: This item is to award a bid for the
25 purchase of 2,500 tons of chip seal oil from Peak Asphalt in the amount of
26 \$1,371,175. Chip seal oil is used as part of the city's annual pavement
27 maintenance program to protect the surface of roadways in the community from
28 sun and water damage. Formal bids were requested and the city received two
29 bids. The low bid was received from Peak Asphalt in the amount of \$1,371,175.
30 Staff recommends approval.
31

32 **b. Consider award of bid to Irby Utilities for the purchase of 750 Primary**
33 **Wire for the Bluff Street project.**
34

35 BACKGROUND and RECOMMENDATION: This item is for the purchase of 750
36 Primary wire that will be used for the Bluff Street project. The city received four
37 bids; Irby Utilities provided the lowest bid with acceptable lead times. Staff
38 recommends award of the bid to Irby Utilities in the amount of \$112,000.00
39

40 **c. Consider award of bid to Grass Creek Construction for the remodel of the**
41 **police department campus located at 175 East 200 North.**
42

43 BACKGROUND and RECOMMENDATION: This item is to award a bid for the
44 remodel of the police department campus located at 175 East 200 North. The
45 former city hall, records storage building, and the current police station will
46 become the St. George Police Department campus and all buildings will be
47 renovated to accommodate the growing needs of the police department. These
48 improvements will provide additional space for the Echo Unit, Training Unit,
49 Investigations, Patrol, Victim Services, and the Quarter Master. Staff released a
50 request for proposals and 5 responses were received back. After completing an
51 evaluation of the proposals, Grass Creek Construction received the highest score
52 and is recommended for award. Grass Creek's bid totaled \$5,644,385. Staff
53 recommends award.
54
55

5 **d. Consider approval of contract renewal for Artic Wolf cyber security**
6 **monitoring software.**
7

8 BACKGROUND and RECOMMENDATION: This item is to consider approval of a
9 three year agreement for Artic Wolf cyber security monitoring software. The City
10 has used Arctic Wolf for cybersecurity services for the past four years. Artic Wolf
11 is used to provide security for the city's networks. This renewal will be through a
12 state contract. The annual cost of the proposed renewal is \$128,585. Staff
13 recommends approval.
14

15 **e. Consider approval of Change Order 1 with Inliner Solutions for Sewer**
16 **Relining projects.**
17

18 BACKGROUND and RECOMMENDATION: This item is to consider approval of
19 change order 1 to the contract with Inliner Solutions for 2026 Sewer Relining.
20 The Water Services Department budgets for sewer line rehabilitation on an
21 annual basis. Through routine video inspection of the wastewater collection
22 system, deteriorating wastewater lines are identified and evaluated for full
23 replacement or rehabilitation. The contract with Inliner Solutions was awarded on
24 the May 5, 2026 City Council meeting. Change order 1 would add 29 additional
25 sections of sewer pipe rehabilitation that were planned for in FY 2027. The total
26 cost of the change order is \$740,980. This change order allows the City to
27 complete the additional work under the existing contract while retaining the
28 competitively established unit prices from the original agreement. Staff
29 recommends approval.
30

31 **f. Consider approval of change order for the new Suntran Transit Facility.**
32

33 BACKGROUND and RECOMMENDATION: This item is for a change order to the
34 contract with Bonneville for the construction of the new Suntran Transit Facility.
35 This change order will add bus canopies to the facility. These canopies will help
36 protect the buses from the weather and help mitigate significant heat build up in
37 the buses prior to entering service. The current location on Red Hills has canopies
38 and this is something typical in the industry. The proposed change order is
39 \$861,985.74. Because of savings realized through a previous change order that
40 eliminated the automatic drive-through bus wash, the net impact to the project
41 budget is an increase of \$461,986. Funding for this request is proposed to come
42 from grant funds received from the State for the Zion Route. Staff recommends
43 approval contingent upon approval of the associated budget amendment.
44

45 **g. Consider approval of the purchase of an 8" submersible Sewer Bi-Pass**
46 **Pump.**
47

48 BACKGROUND and RECOMMENDATION: This agenda item is for the purchase of
49 an 8", hydraulic driven, diesel powered, mobile submersible pump from MWI
50 Corporation. This is a Sole Source purchase because this is the only
51 manufacturer that can provide this type of submersible pump with the flow and
52 head range that we need. The wide flow and head range that this pump can
53 provide gives us great flexibility in not only using the pump within the
54
55

5 wastewater treatment plant, but also gives us the ability to use this as a bi-pass
6 pump within our collection system, where the flows vary significantly. The cost
7 of this pump from MWI Corporation is \$103,268. Staff recommends approval.
8

9
10 **h. Consider approval of a Professional Services Agreement (PSA) with Civil**
11 **Science Infrastructure, Inc. for bidding and construction phase services**
12 **for Thunder Junction Phase 2.**

13 BACKGROUND and RECOMMENDATION: Civil Science Infrastructure, Inc. recently
14 completed the civil design portion of the construction documents for Thunder
15 Junction Phase 2 and now the project is ready to move on to bidding and
16 construction. This proposed PSA with Civil Science Infrastructure, Inc. is to
17 provide bid and construction phase services for Thunder Junction Phase 2. The
18 proposed cost for these services is \$232,500. The Thunder Junction Phase 2
19 project is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and
20 Recreation G.O. Bond project. Staff recommends approval.
21

22 **j. Consider approval of the continued sponsorship of the Boys & Girls Club**
23 **of Southern Utah 4th Annual Patti & LaVell Edwards St. George Golf**
24 **Tournament fundraiser in the amount of \$3,000.**
25

26 BACKGROUND and RECOMMENDATION: The Boys & Girls Club is now entering its
27 fifth year of operations in St. George, providing a safe place for kids with
28 nowhere to go after school. The Boys & Girls Club provides academic support,
29 enrichment activities, hands-on STEM experiences, teaches digital safety and
30 responsibility, and even feeds the kids a delicious meal and snacks every day!
31 These programs are currently offered at 8 Schools in St. George at no cost to the
32 kids or their families. This program has been so successful that there is now a
33 waiting list of kids to join. The Council approved sponsorship in 2023, 2024, and
34 2025 for the Club's previous golf tournament fundraising events. The Boys & Girls
35 Club is holding the 4th Annual Patti & LaVell Edwards St. George Golf
36 Tournament fundraiser on September 9, 2026, to raise funds to support this very
37 successful program in our schools, and is requesting sponsorship from the City of
38 \$3,000.
39

40 **k. Consider approval of a fee waiver for the annual Bloomington Community**
41 **Picnic organized by The Church of Jesus Christ of Latter-day Saints**
42 **Bloomington stake.**
43

44 BACKGROUND and RECOMMENDATION: This is an annual event that the
45 community of Bloomington has held for many years. The event will be held on
46 October 1, 2026, and will offer food, stations to visit, and activities free to the
47 public. The fee waiver request totals \$600 and includes: 1) Special Event
48 application fee (\$150); and 2) Park Reservation fee plus deposit (\$450). Staff
49 recommends approval of waiving the fees for this and future events.
50

51 **l. Consider approval to allow Hive 435 Taphouse Inc. to provide beer and**
52 **wine for the annual Dinner on Main Dixie Days Event.**
53

54 BACKGROUND and RECOMMENDATION: The Hive 435 Taphouse is requesting
55 consent to provide beer and wine on city property for the September 17, 2026

5 Dinner on Main event. Dinner on Main during Dixie Days is a dynamic celebration
6 of Southern Utah's culinary scene, revitalizing historic Main Street with an
7 unforgettable outdoor dining experience. Indulge in exquisite multi-course menus
8 crafted by local chefs, accompanied by live music and art.
9

10 **m. Consider approval to allow the St. George Lions to hold a beer garden at**
11 **the 92nd Lions Dixie Round Up Rodeo to be held on September 17-19,**
12 **2026 at the Dixie Sunbowl.**
13

14 BACKGROUND and RECOMMENDATION: For 92 years, the St. George Lions Club
15 continues to bring the community together for the Dixie Round Up Rodeo. They
16 have applied to hold a Beer Garden as part of their event in a safe and secure
17 area. The proceeds from the annual rodeo are given back to the members of the
18 community.
19

20 **n. Consider a fee waiver for the annual Recovery Day Fun Run and Recovery**
21 **Day, as part of National Recovery Month in September.**
22

23 BACKGROUND and RECOMMENDATION: The 2026 Recovery Day will be held at
24 JC Snow Park & the 2026 Recovery Day Fun Run held at Crosby Confluence Park-
25 Virgin River North Trail, as part of National Recovery Month in September. These
26 are annual events that celebrate individuals in recovery from substance use
27 disorders and mental illness. Held in September as part of National Recovery
28 Month, it's a free, family-friendly event designed to promote health, hope, unity,
29 and healing within the community. The day typically features a resource fair with
30 local service providers and community allies, live music, food vendors, and
31 inspiring speakers.
32

33 **o. Consider approval of the minutes from the meeting held on July 16,**
34 **2026.**
35

36 Link to presentation from City Manager John Willis, including noting that item 3i has
37 been removed from the agenda, including discussion between the City Council and
38 Assistant City Manager Robert Myers: [00:30:55](#)
39

40 [Agenda Packet \[Page 9\]](#)
41

42 Link to motion: [00:31:56](#)
43

44 **MOTION:**

45 A motion was made by Councilmember Larkin to approve the consent
46 calendar as presented, with the removal of item i.

47 **SECOND:**

48 The motion was seconded by Councilmember Kemp.
49

50 **VOTE:**

51 Mayor Hughes called for a vote, as follows:

52 Councilmember Larkin – aye
53 Councilmember Larsen – aye
54 Councilmember Tanner – aye
55

5 Councilmember Kemp – aye
6 Councilmember Anderson – aye
7

8 The vote was unanimous and the motion carried.
9

10 **PUBLIC HEARING/AMEND FY 26-27 BUDGET/RESOLUTION:**

11 **Public hearing and consideration of Resolution No. 2026-017R to review and**
12 **approve amendments to the Fiscal Year 2026-27 Budget.**
13

14 BACKGROUND and RECOMMENDATION: State statute requires a public hearing when
15 changes are requested to the City's budget. Staff typically bring budget openings
16 forward to the City Council for consideration on a quarterly basis based on changes
17 that occur during the fiscal year. Staff recommends taking public comment and
18 approval of the resolution.
19

20 Link to introduction from City Manager John Willis and presentation from Budget
21 Manager Jared Edwards: [00:32:13](#)
22

23 [Agenda Packet \[Page 116\]](#)
24

25 Link to public hearing; no comments were made: [00:33:50](#)
26

27 Link to motion: [00:34:09](#)
28

29 **MOTION:**

30 A motion was made by Councilmember Kemp to approve Resolution No.
31 2026-017R to review and approve amendments to the Fiscal Year 2026-27
32 Budget as presented by staff.

33 **SECOND:**

34 The motion was seconded by Councilmember Larkin.

35 **VOTE:**

36 Mayor Hughes called for a roll call vote, as follows:
37

38 Councilmember Larkin – aye
39 Councilmember Larsen – aye
40 Councilmember Tanner – aye
41 Councilmember Kemp – aye
42 Councilmember Anderson – aye
43

44 The vote was unanimous and the motion carried.
45

46 **CONDITIONAL USE PERMIT:**

47 **Consider approval of a Conditional Use Permit for a development with an**
48 **aggregate ground floor footprint square footage of 20,000 square feet or**
49 **more on approximately .63 acres located at 801 South Bluff Street. (Case**
50 **No. 2026-CUP-004 - UCCU St George Place)**
51

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

5 Link to introduction from City Manager John Willis and presentation from Planner
6 Brenda Hatch: [00:34:39](#)
7

8 [Agenda Packet \[Page 119\]](#)
9

10 Link to motion: [00:37:40](#)
11

12 **MOTION:**

13 A motion was made by Councilmember Larsen to approve Conditional Use
14 Permit for a development with an aggregate ground floor footprint square
15 footage of 20,000 square feet or more on approximately .63 acres located at
16 801 South Bluff Street.

17 **SECOND:**

18 The motion was seconded by Councilmember Anderson.

19 **VOTE:**

20 Mayor Hughes called for a vote, as follows:
21

22 Councilmember Larkin – aye
23 Councilmember Larsen – aye
24 Councilmember Tanner – aye
25 Councilmember Kemp – aye
26 Councilmember Anderson – aye
27

28 The vote was unanimous and the motion carried.
29

30 **CONDITIONAL USE PERMIT:**

31 **Consider approval of a Conditional Use Permit for a development with an**
32 **aggregate ground floor footprint square footage of 20,000 square feet or**
33 **more on approximately 6.62 acres approximately located south of Southern**
34 **Parkway and west of Desert Canyons Parkway. (Case No. 2026-CUP-002 -**
35 **Desert Corner)**
36

37 BACKGROUND and RECOMMENDATION: The proposal is for a nine (9) building
38 development with an aggregate ground floor footprint square footage of 20,000
39 square feet or more on approximately 6.62 acres. At their meeting held on June 23,
40 2026 the Planning Commission recommended approval with a unanimous vote of 7-
41 0.
42

43 Link to introduction from City Manager John Willis and presentation from Planner
44 Brenda Hatch: [00:38:05](#)
45

46 [Agenda Packet \[Page 143\]](#)
47

48 Link to motion: [00:41:57](#)
49

50 **MOTION:**

51 A motion was made by Councilmember Kemp to approve Conditional Use
52 Permit for a development with an aggregate ground floor footprint square
53 footage of 20,000 square feet or more on approximately 6.62 acres
54 approximately located south of Southern Parkway and west of Desert
55 Canyons Parkway.

5 **SECOND:**

6 The motion was seconded by Councilmember Larsen.

7 **VOTE:**

8 Mayor Hughes called for a vote, as follows:
9

10 Councilmember Larkin – aye
11 Councilmember Larsen – aye
12 Councilmember Tanner – aye
13 Councilmember Kemp – aye
14 Councilmember Anderson – aye
15

16 The vote was unanimous and the motion carried.
17

18 **AMEND GENERAL PLAN/ORDINANCE:**

19 **Consider approval of Ordinance No. 2026-057 amending the City's General**
20 **Plan by changing the general plan from AE (Agricultural Estates) to COM**
21 **(Commercial) on approximately 8.48 acres generally located north of 2450**
22 **South and West of 3210 East. (Case No. 2026-GPA-009 - 2450 South**
23 **Sullivan Commercial)**
24

25 BACKGROUND and RECOMMENDATION: The applicant is requesting a change of
26 general plan designation from AE (Agricultural Estates) to COM (Commercial) on
27 approximately 8.48 acres. At their meeting held on July 14, 2026, the Planning
28 Commission held a public hearing, and recommends approval with a 5-0 vote and no
29 conditions; there were no public comments made at the hearing.
30

31 Link to introduction from City Manager John Willis and presentation from Planner
32 Brian Dean, including comments from Councilmember Tanner: [00:42:27](#)
33

34 [Agenda Packet \[Page 167\]](#)
35

36 Link to motion: [00:44:17](#)
37

38 **MOTION:**

39 A motion was made by Councilmember Larkin to approve Ordinance No.
40 2026-057 amending the City's General Plan by changing the general plan
41 from AE (Agricultural Estates) to COM (Commercial) on approximately 8.48
42 acres generally located north of 2450 South and West of 3210 East.
43

44 **SECOND:**

45 The motion was seconded by Councilmember Kemp.

46 **VOTE:**

47 Mayor Hughes called for a roll call vote, as follows:
48

49 Councilmember Larkin – aye
50 Councilmember Larsen – aye
51 Councilmember Tanner – aye
52 Councilmember Kemp – aye
53 Councilmember Anderson – aye
54

55 The vote was unanimous and the motion carried.

5 **AMEND GENERAL PLAN/ORDINANCE:**

6 **Consider approval of Ordinance No. 2026-058 amending the City General**
7 **Plan by changing the general designation from OS (Open Space) to LDR**
8 **(Low Density Residential) on approximately 4.0 acres located in the center**
9 **of the Old Farm development which is bounded by 3000 East on the east,**
10 **2350 East on the west, 2000 South on the north and 2450 South on the**
11 **south. (Case No. 2026-GP-007 - Old Farm General Plan Amendment)**
12

13 BACKGROUND and RECOMMENDATION: After determination that the Parks
14 Department isn't in need of the subject property for a park or open space, the
15 applicant is proposing to change the land use category to Low Density Residential.
16 The Planning Commission held a public hearing on July 14, 2026 and received no
17 public comment. They recommend approval of the change with a 5-0 vote.
18

19 Link to introduction from City Manager John Willis and presentation from Planner Dan
20 Boles: [00:44:53](#)
21

22 [Agenda Packet \[Page 183\]](#)
23

24 Link to motion: [00:46:50](#)
25

26 **MOTION:**

27 A motion was made by Councilmember Kemp to approve Ordinance No. 2026-
28 058 amending the City General Plan by changing the general designation from
29 OS (Open Space) to LDR (Low Density Residential) on approximately 4.0
30 acres located in the center of the Old Farm development which is bounded by
31 3000 East on the east, 2350 East on the west.
32

33 **SECOND:**

34 The motion was seconded by Councilmember Larsen.

35 **VOTE:**

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

37 Councilmember Larkin – aye
38 Councilmember Larsen – aye
39 Councilmember Tanner – aye
40 Councilmember Kemp – aye
41 Councilmember Anderson – aye
42

43 The vote was unanimous and the motion carried.
44

45 **AMEND DEVELOPMENT AGREEMENT/ORDINANCE:**

46 **Consider approval of Ordinance No. 2026-059 to amend the Desert Canyons**
47 **Development Agreement to include the R-1 zoning designation by amending**
48 **the definitions section, paragraph 7.5.1, table 3.2, and exhibit D. (Case No.**
49 **2026-DAA-001 - Desert Canyons Development Agreement Amendment)**
50

51 BACKGROUND and RECOMMENDATION: The Desert Canyons Development
52 Agreement and its associated Zone Plan were approved by the City Council on July
53 16, 2009. At that time the R-1 zoning designation did not exist. The applicant is now
54 proposing a zoning change for a 13.23-acre property from PD-R (Planned
55 Development Residential) to R-1 (Single-Family Residential with no minimum lot size

5 requirement and a 40-foot minimum lot width/frontage). This proposal necessitates
6 an amendment to the existing Development Agreement to include the R-1 zoning
7 designation in the agreement and attached exhibits. At their meeting held on July
8 14, 2026 the Planning Commission held a public hearing and recommended approval
9 in a unanimous vote of 6-0. No public comments were received.

10
11 [Agenda Packet \[Page 198\]](#)
12

13 **AND**

14
15 **ZONE CHANGE/ORDINANCE:**

16 **Consider approval of Ordinance No. 2026-060 amending the City Zoning Map**
17 **by changing the zone from PD-R (Planned Development Residential) to R-1**
18 **(Single Family no minimum square footage, 40-foot minimum lot**
19 **width/frontage) on approximately 13.23 acres generally located east of**
20 **Southern Parkway and north of Desert Sky Parkway. (Case No. 2026-ZC-012**
21 **- Desert Sky)**
22

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

28
29 Link to introduction from City Manager John Willis and presentation from Planner
30 Brenda Hatch: [00:47:39](#)
31

32 [Agenda Packet \[Page 244\]](#)
33

34 Link to motion: [00:53:37](#)
35

36 **MOTION:**

37 A motion was made by Councilmember Kemp to approve Ordinance No. 2026-
38 059 to amend the Desert Canyons Development Agreement to include the R-1
39 zoning designation by amending the definitions section, paragraph 7.5.1,
40 table 3.2, and exhibit D.

41 **SECOND:**

42 The motion was seconded by Councilmember Larsen.

43 **VOTE:**

44 Mayor Hughes called for a roll call vote, as follows:
45

46 Councilmember Larkin – aye
47 Councilmember Larsen – aye
48 Councilmember Tanner – aye
49 Councilmember Kemp – aye
50 Councilmember Anderson – aye
51

52 The vote was unanimous and the motion carried.
53

54 Link to motion: [00:54:39](#)
55

5 **MOTION:**

6 A motion was made by Councilmember Kemp to approve Ordinance No. 2026-
7 060 amending the City Zoning Map by changing the zone from PD-R (Planned
8 Development Residential) to R-1 (Single Family no minimum square footage,
9 40-foot minimum lot width/frontage) on approximately 13.23 acres generally
10 located east of Southern Parkway and north of Desert Sky Parkway.

11 **SECOND:**

12 The motion was seconded by Councilmember Tanner.

13 **VOTE:**

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

15
16 Councilmember Larkin – aye
17 Councilmember Larsen – aye
18 Councilmember Tanner – aye
19 Councilmember Kemp – aye
20 Councilmember Anderson – aye
21

22 The vote was unanimous and the motion carried.
23

24 **AMEND CITY CODE/ORDINANCE:**

25 **Consider approval of Ordinance No. 2026-061 amending Title 10-17A-5 of**
26 **City Code adding Pioneer Road, north of Walmart in Bloomington as an**
27 **approved road for "Automobiles and Other Similar Vehicle Sales Lots".**
28 **(Case No. 2026-ZRA-005 - Automobiles and Other Similar Vehicle Sales Lots**
29 **- Specific Standards).**
30

31 BACKGROUND and RECOMMENDATION: At the terminus of Pioneer Road is an open
32 piece of property zoned PD-C but does not currently allow automobile sales. An
33 amendment to the code has been filed to allow this use on the property. On July 14,
34 2026, the Planning Commission held a public hearing to consider the proposed
35 zoning regulation amendment. No public comments were received. Following the
36 public hearing, the Planning Commission recommended approval by a unanimous 5-0
37 vote.
38

39 Link to introduction from City Manager John Willis and presentation from Planner Dan
40 Boles: [00:55:33](#)

41
42 [Agenda Packet \[Page 268\]](#)
43

44 Link to motion: [00:57:48](#)
45

46 **MOTION:**

47 A motion was made by Councilmember Larkin to approve Ordinance No.
48 2026-061 amending Title 10-17A-5 of City Code adding Pioneer Road, north
49 of Walmart in Bloomington as an approved road for "Automobiles and Other
50 Similar Vehicle Sales Lots".

51 **SECOND:**

52 The motion was seconded by Councilmember Kemp.

53 **VOTE:**

54 Mayor Hughes called for a roll call vote, as follows:
55

5 Councilmember Larkin – aye
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 CITY CODE/ORDINANCE:**

14 **Consider approval of Ordinance No. 2026-062 amending Title 10-2 and 10-**
15 **18 of City Code amending fencing regulations on larger lot zones and adding**
16 **definition of "clear view triangle". (Case No. 2026-ZRA-ZRA-002 - Fence**
17 **Setbacks).**
18

19 BACKGROUND and RECOMMENDATION: On May 28, 2026, in a public joint work
20 meeting, City Council, Planning Commission, staff and the applicant discussed
21 allowing fencing within the front yard setbacks, clear view areas, etc. Staff took the
22 information discussed in the meeting along with the previously submitted material
23 from the applicant and created Exhibits "A" and "B". The Planning Commission held a
24 public hearing on the request and made a positive recommendation with some
25 modifications reflected in the ordinance and a vote of 4-1.
26

27 Link to introduction from City Manager John Willis and presentation from Planner Dan
28 Boles, including discussion between the City Council, City Manager John Willis,
29 Community Development Director Carol Winner, City Attorney Ryan Dooley, and Mr.
30 Boles: [00:58:33](#)
31

32 [Agenda Packet \[Page 279\]](#)
33

34 Link to motion: [01:18:19](#)
35

36 **MOTION:**

37 A motion was made by Councilmember Tanner to approve Ordinance No.
38 2026-062 amending Title 10-2 and 10-18 of City Code amending fencing
39 regulations on larger lot zones and adding definition of "clear view triangle".
40

41 **SECOND:**

42 The motion was seconded by Councilmember Larkin.
43

44 Link to discussion between the City Council, City Manager John Willis, Community
45 Development Director Carol Winner, and City Attorney Ryan Dooley, on the motion,
46 and vote: [01:18:50](#)
47

48 **VOTE:**

49 Mayor Hughes called for a roll call vote, as follows:
50

51 Councilmember Larkin – aye
52 Councilmember Larsen – nay
53 Councilmember Tanner – aye
54
55

5 Councilmember Kemp – nay
6 Councilmember Anderson – aye
7

8 The motion carried.
9

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

11 No appointments were made.
12

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

14 Link to reports from Mayor, Councilmembers, and City Manager: [01:23:45](#)
15

16 **ADJOURN TO A CLOSED MEETING:**

17 **Request a closed meeting to discuss litigation, security, property**
18 **acquisition or sale or the character and professional competence or**
19 **physical or mental health of an individual.**
20

21 A closed meeting was not held.
22

23 **ADJOURN:**

24 Link to motion: [01:26:45](#)
25

26 **MOTION:**

27 A motion was made by Councilmember Anderson to adjourn.

28 **SECOND:**

29 The motion was seconded by Councilmember Kemp.

30 **VOTE:**

31 Mayor Hughes called for a vote, as follows:
32

33 Councilmember Larkin – aye
34 Councilmember Larsen – aye
35 Councilmember Tanner – aye
36 Councilmember Kemp – aye
37 Councilmember Anderson – aye
38

39 The vote was unanimous and the motion carried.
40
41
42
43
44



Agenda Date: 08/20/2026

Agenda Item Number: 03

Subject:

Public hearing and consideration of Ordinance No. 2026-063 annexing property into the City of St. George, and adjusting the corporate boundary lines, to include 2.277 acres located at the intersection of 3430 East in St. George and 3930 South in Washington City.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Jimmie & Tawny Hughes

Reference Number: N/A

Address/Location:

Intersection of 3430 East in St. George and 3930 South in Washington City.

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

At their meeting held on May 28, 2026, the City Council approved a resolution to accept the Petition for Annexation for approximately 2.277 acres located at the intersection of 3430 East in St. George and 3930 South in Washington City, and is identified as Tax ID No. 6615-A. Following the approval of the resolution, the City must certify the Petition and mail written notices. Following the certification, the City Recorder posts a public notice giving residents notice that an annexation petition has been filed and that the City may grant the petition and annex the area unless a written protest to the annexation is filed with the Washington County Boundary Commission; the City has not received notice of any protests.

Staff Narrative (need/purpose):

The City received a petition for annexation on May 15, 2026. Per Utah code and City practice, a petition must meet the following requirements: a. File a completed Petition for Annexation with the City Recorder; b. Payment of fees; c. Signatures of the owners of the private property located in the area proposed to be annexed (it must be signed by an applicant who owns a majority of the land acreage within the proposed annexation and must be more than 1/3 of the private property value). Owner signatures must match the record owners shown on the title report; d. A current title report showing that the signatures on the Petition are the current owners of the property; e. A recordable plat (MYLAR), with a valid property description prepared by a licensed surveyor, of the proposed area to be annexed; f. A copy of the Notice of Intent to File a Petition for Annexation sent to affected entities, and a list of the affected entities who received notice; g. Designate up to 5 signers on the Annexation Petitioners - Sponsors Contact Sheet; include their names, addresses, emails, and phone numbers. Designate one of the Sponsors as the contact person with the City for the proposed annexation. (Utah Code 10-2-806(3)); h. Also submit the Petitioners Questionnaire, Annexation Plat Review Form approved by City Surveyor, and Annexation Plat Contact Information Sheet; i. Proof that the applicant has submitted a copy of the Petition for Annexation with the clerk of the county where the proposed annexation property is located. (Utah Code 10-2-806(3)-(7)). This petition met the requirements and was certified by the City Recorder on June 26, 2026 and the appropriate notices were pursuant to Utah code. Tonight's public hearing and approval of an ordinance is the next step in the annexation process.

Name of Legal Dept approver: Kris Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

N/A

Attachments

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING PROPERTY INTO THE CITY OF ST.
GEORGE, AND ADJUSTING THE CORPORATE BOUNDARY LINES,
TO INCLUDE 2.277 ACRES**

WHEREAS, a Petition for Annexation of unincorporated land to the City of St. George has been filed with the City Recorder by the applicants who are owners of the private real property at issue. The applicants own the private real property at issue, and their interest exceeds one-third of the value of the real property within the area proposed for annexation, which property is fully described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the area proposed for annexation is contiguous to the City of St. George; and

WHEREAS, the Petition for Annexation was accompanied by an accurate plat or map, prepared by a licensed surveyor, of the area proposed for annexation; and

WHEREAS, the City Recorder determined that the area proposed for annexation meets the requirements of Utah Code, Section 10-2-806; and

WHEREAS, the City Recorder certified the Petition for Annexation, and notified in writing the City Council, the County Commission, and the contact sponsor of the certification; and

WHEREAS, the City Council did cause the requirements of Utah Code Section 10-2-801, et. seq., to be met; and

WHEREAS, the City Council, by vote, approved the proposed annexation adjusting the corporate limits of the City of St. George to include the 2.277 acres, accordingly;

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, held on the 20th day of August, 2026, upon motion duly made, seconded, and carried by unanimous vote, it is ordained that the property hereinafter described on Exhibit "A" attached hereto, be, and hereby is, annexed into the City of St. George, and the City limits of said City are hereby adjusted accordingly.

BE IT ORDAINED that the annexed property described in Exhibit "A" is zoned A-20 (Agriculture) and is subject to the regulations of that zone as contained in the zoning ordinances of the City of St. George; and

BE IT ORDAINED that the annexed property described in Exhibit "A" shall hereafter be within the corporate limits of the City of St. George, and shall be subject to all ordinances, jurisdictions, rules, and obligations pertinent to the said land, and the streets, blocks, lots, alleys and ways of said land shall be controlled and governed by the ordinances, rules, and regulations of the City of St. George; and

BE IT ORDAINED, that the City Recorder of the City of St. George shall comply with all laws regarding annexation of the land described in Exhibit "A," and give notice of the annexation to the Lieutenant Governor of the State of Utah in accordance with Utah Code, Section 10-2-813; and

BE IT ORDAINED, that upon certification of the annexation by the Lieutenant Governor, the City Recorder of the City of St. George shall submit to Washington County the original certificate of annexation, the approved final plat, and a certified copy of the ordinance approving the annexation, and send all other notices required by law. Thereafter, the annexation of said property into the City of St. George shall be deemed complete, and the property so annexed shall be held as part of the City of St. George. Thereafter, the inhabitants of said property shall enjoy the privileges of the annexation, and be subject to the ordinances, resolutions, and regulations of the City of St. George.

APPROVED AND ADOPTED this 20th day of August, 2026.

Dannielle Larkin, Mayor Pro Tem

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

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

Kristopher Pearson, Assistant City Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR TAWNY MEADOWS

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING N 00°48'35" E 1177.49 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING;

THENCE N 00°48'35" E 149.72' TO THE 1/16 CORNER;

THENCE S 89°16'01" E 662.41' ALONG THE 1/16 LINE;

THENCE S 00°43'59" W 24.75';

THENCE S 00°52'13" W 125.00';

THENCE N 89°16'01" W 637.56';

THENCE N 89°11'25" W 24.75',

WHICH IS THE POINT OF BEGINNING.

HAVING AN AREA OF 99,192 SQUARE FEET, 2.277 ACRES.



**CERTIFICATION OF PETITION FOR ANNEXATION
(Tawny Meadows)**

I, Christina Fernandez, St. George City Recorder, hereby certify that the petition for annexation, designated as the "Tawny Meadows", meets the requirements of Utah Code § 10-2-806(3) and (4), as follows:

1. The petition for annexation was filed with the City Recorder of the proposing annexing municipality.
2. The petition contains the signatures of the owners of all of private real property located withing the area proposed for annexation.
3. The petition is accompanied by an accurate and recordable plat, prepared by a licensed surveyor, of the area proposed for annexation, and notice was sent to required affected entities.
4. The petition designates up to five signers of the petition as sponsors, with the mailing address of each sponsor, and designates a contact sponsor.
5. The petition does not propose the annexation of all or part of an area proposed for annexation to a municipality in a previously filed petition that has not been denied, rejected, or granted.

Further, I have met with the City Attorney's Office to determine if the petition meets the conditions of Utah law and is eligible for further consideration.

Now therefore, the City Recorder hereby submits this Certification of Petition for Annexation to the required entities for further consideration consistent with Utah law.

DATED this 26th day of June, 2026.

CITY OF ST. GEORGE




Christina Fernandez, City Recorder

Agenda Date: 08/20/2026

Agenda Item Number: 04

Subject:

Public hearing and consideration of Ordinance No. 2026-064 to vacate a portion of the Sage Haven Phase 15 Subdivision plat identified as a temporary turnaround easement, located at the west end of Somera Drive.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Ryan Lay, Bush and Gudgeall

Reference Number: PLANLRE26-017

Address/Location:

Approximately 985 W Somera Drive

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

The Sage Haven Phase 15 Subdivision plat identifies a temporary turnaround easement located within the overall boundary of the subdivision, whereas temporary turnaround easements are typically established outside the subdivision boundary. The vacation of this easement is being requested to allow Sage Haven Phase 20, which is being recorded concurrently, to proceed to the recording stage. Upon recording of Sage Haven Phase 20 Subdivision, Somera Drive will continue to provide access to and service the lots in the area without interruption.

Staff Narrative (need/purpose):

Sage Haven Phase 20 Subdivision is currently under review under application PLANFP26-022 and is anticipated to proceed to recording within the next month or so.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-SAH-15-ESMT

**AN ORDINANCE VACATING A PORTION OF THE SUBDIVISION PLAT KNOWN AS
SAGE HAVEN PHASE 15 SUBDIVISION
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(the area of a temporary turnaround easement at the end of Somera Drive)**

WHEREAS, a petition was received by the City Council requesting the vacation of a portion of the subdivision plat known as Sage Haven Phase 15 Subdivision, according to the official plat thereof on file in the Office of the Washington County Recorder as Doc. No. 20250032881, said portion being identified as a temporary turnaround easement located at the west end of Somera Drive within the subdivision plat, and more particularly described in Exhibit A and depicted in Exhibit B and Exhibit C; and

WHEREAS, the adjacent Sage Haven Phase 20 Subdivision is anticipated to provide continued access to the properties in the area upon recording, thereby rendering the temporary turnaround easement unnecessary; and

WHEREAS, it is the intent of this ordinance that, upon vacation, the vacated area be removed from the Sage Haven Phase 15 Subdivision plat and no longer be subject to subdivision-specific homeowners association obligations, assessments, maintenance responsibilities, or restrictive covenants solely by virtue of its inclusion within the Sage Haven Phase 15 Subdivision, to the extent permitted by law and applicable recorded documents; and

WHEREAS, the City Council has reviewed the proposed plat vacation and finds that vacating said portion of the subdivision plat, as described in Exhibit A and shown in Exhibit B and Exhibit C, will not be detrimental to the public interest and that good cause exists for such action; 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 City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Easement:** A portion of the subdivision plat known as Sage Haven Phase 15 Subdivision, recorded as Doc. No. 20250032881 in the Office of the Washington County Recorder, located at the west end of Somera Drive thereof and more particularly described in Exhibit A and shown in Exhibit B and Exhibit C, is hereby vacated and removed from said plat.
2. **Effect of Vacation on Subdivision-Specific Obligations:** Upon recording of this Ordinance, the area described in Exhibit A and shown in Exhibit B and Exhibit C shall be removed from the Sage Haven Phase 15 Subdivision plat and shall no longer be subject to subdivision-specific homeowners association governance, dues, assessments, maintenance obligations, or covenants, conditions, and restrictions solely by virtue of its inclusion within the Sage Haven Phase 15 Subdivision, to the extent permitted by law and applicable recorded documents. Nothing herein shall be construed to extinguish or modify any separate private rights, obligations, or restrictions that are not affected by the vacation of the subdivision plat.
3. **Effective Date:** This ordinance shall take effect upon adoption, execution, and recording in the manner prescribed by law.

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

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Larkin _____

Councilmember Larsen _____

Councilmember Tanner _____

Councilmember Kemp _____

Councilmember Anderson _____

Jami Brackin, Deputy City Attorney



Bush and Gudgell, Inc.

Engineers • Planners • Surveyors

St. George, Utah

www.bushandgudgell.com

Exhibit "A"
Temporary Turnaround Easement Vacation
Legal Description

Vacating a temporary turnaround easement conveyed on the Sage Haven Phase 15 Subdivision, according to the official plat thereof, on file in the Washington County Recorder's Office as Document No. 20250032881, more particularly described as follow:

Beginning at a point that lies North 01°12'08" East along the section line 118.31 feet from the Southeast Corner of Section 35, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 88°35'14" West 144.85 feet; thence North 01°09'35" East 134.79 feet; thence South 88°46'28" East 144.95 feet; thence South 01°12'08" West 135.26 feet to the point of beginning.

Easement encompasses 19,565 square feet or 0.45 acres.

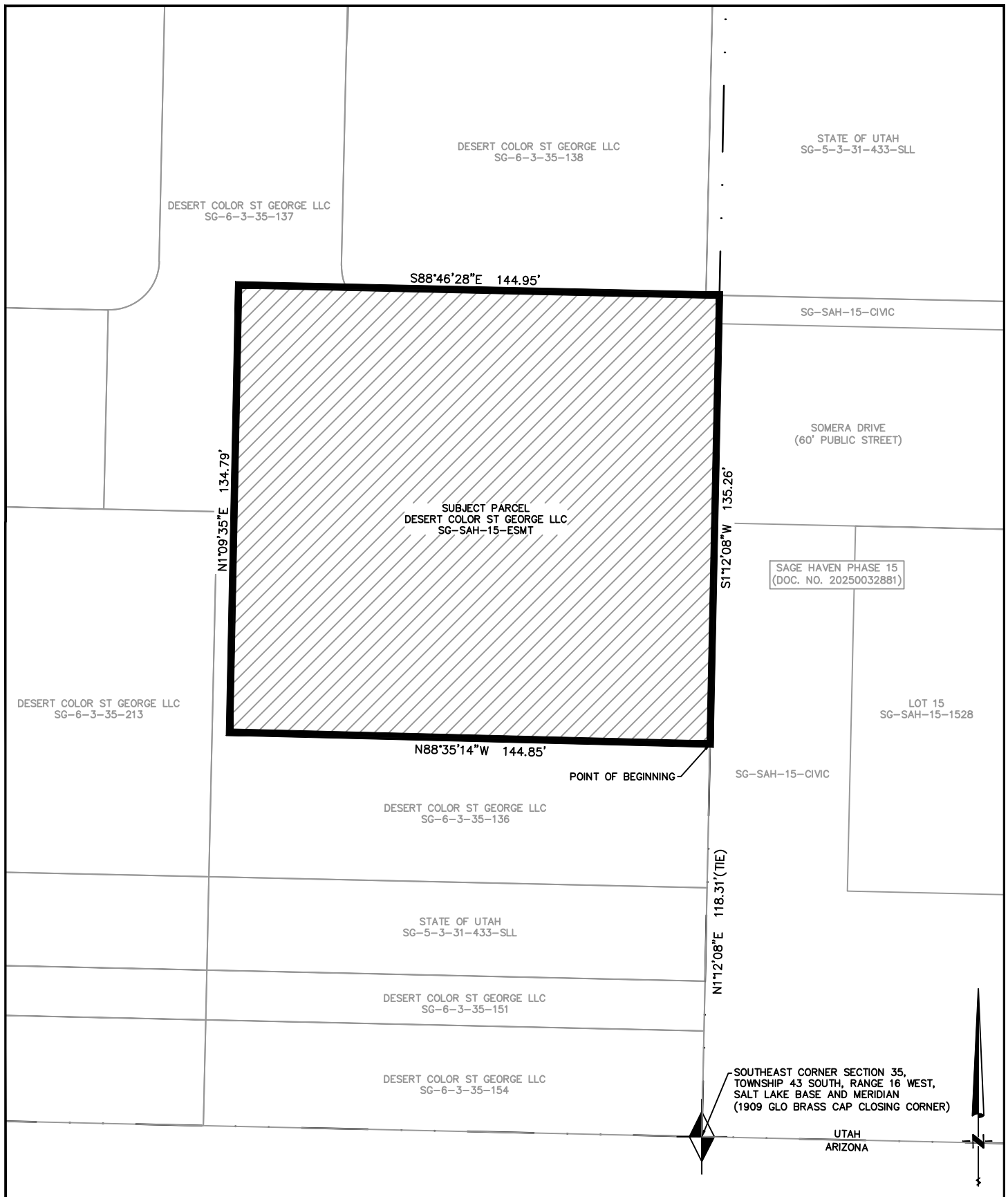


EXHIBIT B
PARCEL SG-SAH-15-ESMT
EASEMENT VACATION



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

Agenda Date: 08/20/2026

Agenda Item Number: 05

Subject:

Public hearing and consideration of Ordinance No. 2026-065 vacating a portion of a municipal utility easement located between Lot 122, Cecita Crest at Divario Phase 3 and Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brandon Anderson and/or Cody Arnoldson, Rosenberg Associates

Reference Number: PLANLRE26-016

Address/Location:

2882 W VIVERONE CT

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

The subdivision plat identifies a 7.50-foot-wide easement on each side of Lot 122, Cecita Crest at Divario Phase 3 and Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A. By vacating this easement the owner can merge these two lots together into one lot.

Staff Narrative (need/purpose):

A subdivision amendment for Cecita Crest at Divario Phase 3 Partial Amendment B has been submitted into City Inspect and is currently in the review process as reference number PLANFPA26-019.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-CCD-3-122, SG-CCD-3-123-PT-A

**AN ORDINANCE VACATING A PORTION OF A MUNICIPAL UTILITY EASEMENT
LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH**
(between Lot 122, Cecita Crest at Divario Phase 3 and
Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a portion of a municipal utility easement located between Lot 122, Cecita Crest at Divario Phase 3 and Lot 123, Cecita Crest at Divario Phase 3 Partial Amendment A, according to the official plat thereof on file in the Office of the Washington County Recorder as Doc. No. 20230035698 and 20240031144 respectively, said portion being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, a subdivision amendment for Cecita Crest at Divario Phase 3 Partial Amendment B is proposed to merge said Lots 122 and 123 into one lot; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; 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 City Council of the City of St. George, Washington County, Utah, as follows:

1. **Vacation of Easement:** The portion of the municipal utility easement described in Exhibit A and depicted in Exhibit B is hereby vacated.
2. **Effective Date:** This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

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

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit "A"

Vacated Easement (between lots 122 of Cecita Crest @ Divario Ph-3 & Lot 123 of Cecita Crest @ Divario Ph3 Partial Amendment A)

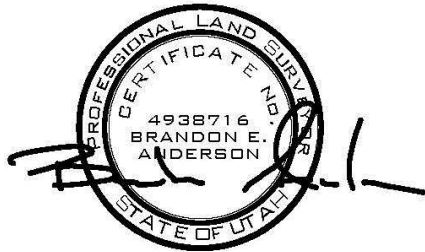
Beginning at point being North 88°32'37" West 932.18 feet along the center section line and North 22.51 feet from the Southeast Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 88°32'37" West 16.74 feet;

thence North 24°52'23" West 84.22 feet;

thence Northeasterly 15.04 feet along an arc of a 60.00 foot radius non-tangent curve to the left (center bears North 17°41'33" West, long chord bears North 65°07'37" East 15.00 feet with a central angle of 14°21'41");

thence South 24°52'23" East 91.64 feet to the Point of Beginning.



July 14, 2026

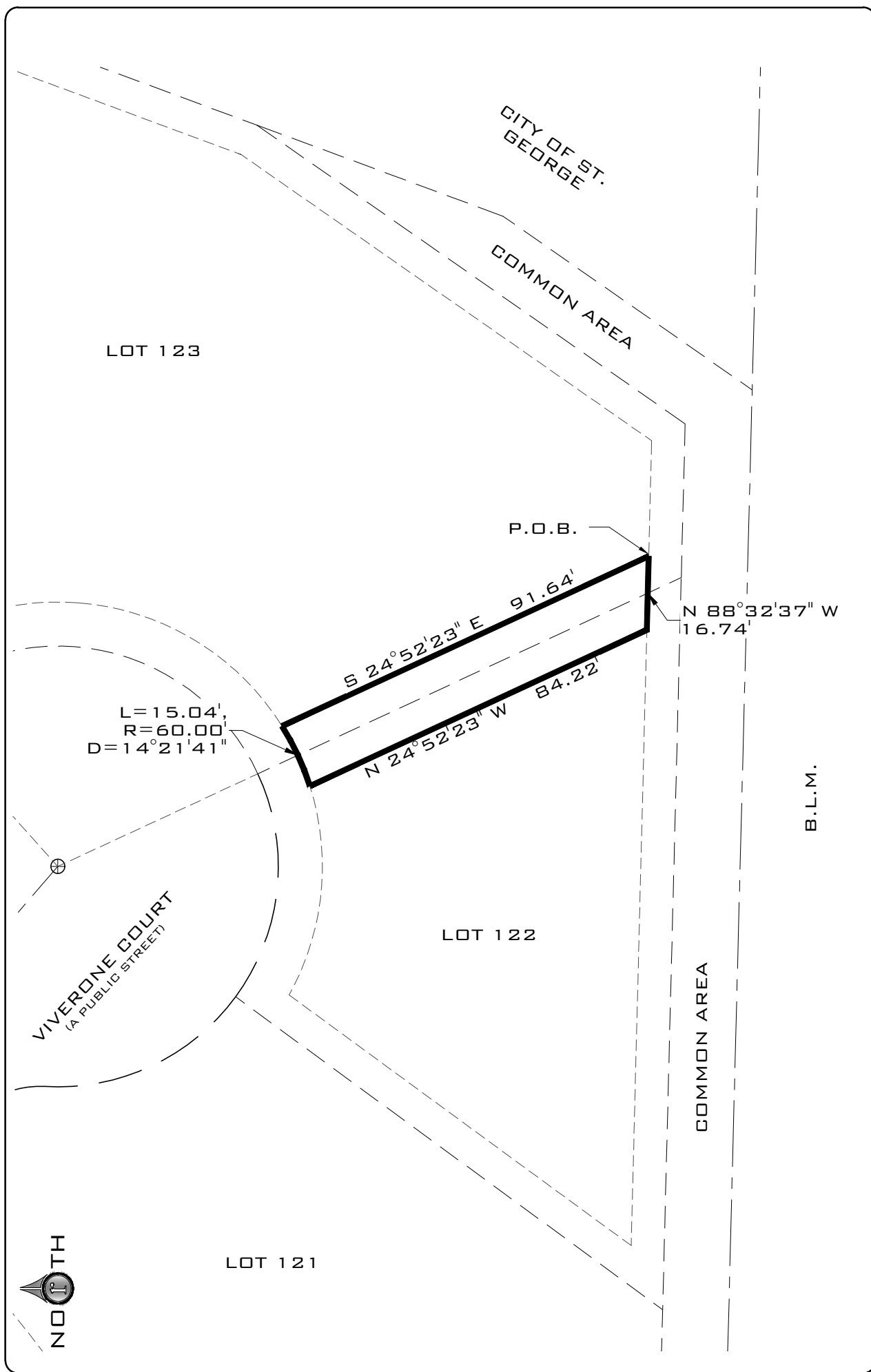
REVISIONS	DATE

ROSENBERG
 A S S O C I A T E S
 CIVIL ENGINEERS • LAND SURVEYORS



352 EAST RIVERSIDE
 DRIVE, SUITE A-2
 ST. GEORGE, UTAH
 84790
 435.673.8586
 WWW.RACIVIL.COM

EXHIBIT B
 MUE VACATION BETWEEN LOT 122, CECITA CREST AT
 DIVARIO PHASE 3 & LOT 123 CECITA CREST AT
 DIVARIO PHASE 3 PARTIAL AMENDMENT A



Agenda Date: 08/20/2026

Agenda Item Number: 06

Subject:

Consider approval of a Conditional Use Permit for a private school serving students through grade eight (8) located in a designated landmark site in a residential zone on approximately 0.21 acres located at 135 South 100 East. (Case No. 2026-CUP-003 - Bare Foot Montessori)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Ashley Phillips

Reference Number: 2026-CUP-003

Address/Location:

135 South 100 East

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

The proposal is a conditional use permit to operate a private school serving students through grade eight (8) with a maximum of thirty (30) students. At their meeting held on August 11, 2026, the Planning Commission recommended approval unanimously in a vote of 7-0 based on the findings listed in the staff report and with the following conditions: 1. A maximum of 30 students shall be allowed; 2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department; and 3. Any event open to the public must obtain a special event permit.

Staff Narrative (need/purpose):

The Fredrick Blake Home located at 135 South 100 East was built in the 1870s, it was designated as a Local Landmark by the City Council on August 19, 2021. Subsequently, the applicant, Bare Foot Montessori, submitted an application to amend the City code to allow for the operation of a private school within a designated landmark site in a residential area. The Zoning Regulation Amendment adding this use as a Conditional Use Permit was approved by the City Council on May 7, 2026. This is the first application for a Conditional Use Permit of this type. The school's operating hours will be between 8:45 am and 3:15 pm, and it will feature one teaching station. Additionally, all outdoor activities will take place in the fenced rear yard, and four parking spaces will be provided.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

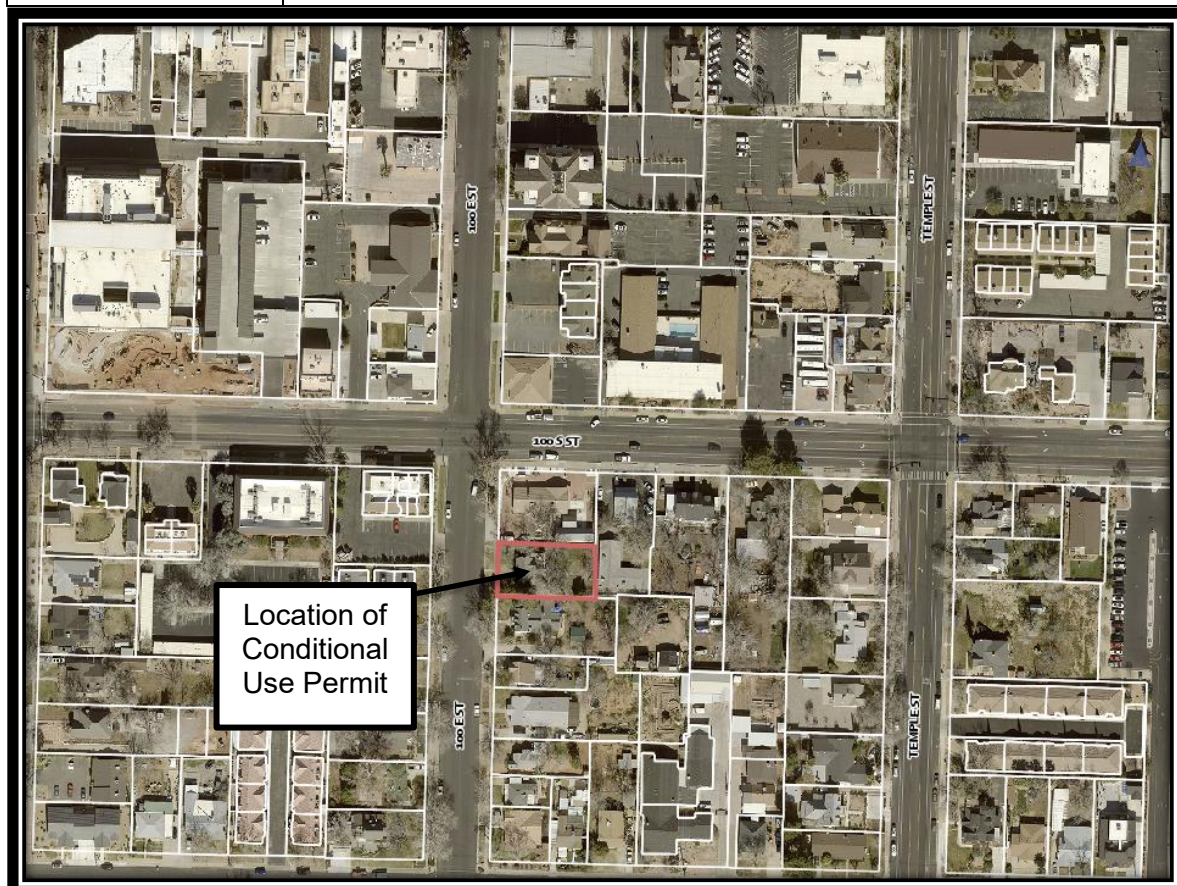
The Planning Commission recommends approval in a unanimous vote of 7-0 based on the findings listed in the staff report and with the following conditions: 1. A maximum of 30 students shall be allowed. 2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department. 3. Any event open to the public must obtain a special event permit.

Attachments

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL AGENDA REPORT:

08/11/2026
08/20/2026

Bare Foot Montessori Conditional Use Permit (Case No. 2026-CUP-003)	
Request:	Consider a conditional use permit for a private school serving students through grade eight (8) located in a designated landmark site in a residential zone.
Applicant:	Bare Foot Montessori
Representative:	Ashley Phillips
Location:	135 South 100 East
General Plan:	DTCN (Downtown Connected Neighborhood)
Zoning:	RCC (Residential Central City)
Land Area:	Approximately .21 acres



BACKGROUND:

The Fredrick Blake Home located at 135 South 100 East was built in the 1870s, it was designated as a Local Landmark by the City Council on August 19, 2021.

Subsequently, the applicant, Bare Foot Montessori, submitted an application to amend the City code to allow for the operation of a private school within a designated landmark site in a residential area. The Zoning Regulation Amendment adding this use as a Conditional Use Permit was approved by the City Council on May 7, 2026.

This is the first application for a Conditional Use Permit of this type. The school's operating hours will be between 8:45 am and 3:15 pm, and it will feature one teaching station. Additionally, all outdoor activities will take place in the fenced rear yard, and four parking spaces will be provided.

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	The proposed school will serve students through grade eight (8). The maximum number of students will be thirty (30).	The proposal is compliant.
Complies with all Provisions of Code	See attached plans	The materials provided show compliance with the code.
Compared to Permitted Uses, Mitigates Adverse impacts through:		
Preservation of Historic Character	The home will not be altered on the exterior.	The proposal is compliant
Traffic Generation	The applicant has provided a traffic management plan as required by ordinance.	See attached traffic plan.
Utility / Public Infrastructure Demand	Utilities already exist at this location.	The infrastructure is existing.

Review Criteria		
Regulation	Proposal	Staff Comments
Emergency Vehicle Access	Access is available from 100 East.	The proposal is compliant
Parking	4 parking spaces will be provided. The applicant proposed one teaching station.	The code requires 1.5 spaces per teaching station and 1 guest space per 15 students. 50% of the required parking can be on-street parking adjacent to the property.
Traffic and Circulation	Please see site plan	The proposal is compliant.
Fencing, Screening, Landscaping	The property is landscaped. The rear yard is fenced all outdoor activities are proposed in the fenced area.	The proposal is compliant
Usable Open Space	N/A	N/A
Signs and Lighting	No signs are proposed with this application. There is no lighting update proposed. Conventional single family house lighting is installed on the property.	N/A
Compatibility with Surrounding Structures	The home is existing and compatible with the neighborhood; the exterior is not changing. The use is intended to have low impact.	Staff has no concerns.
Noise, Odors, and Other Factors	No unusual noise, vibrations, odors, steam or other factors of significance are expected.	Staff has no concerns.

Review Criteria		
Regulation	Proposal	Staff Comments
Delivery, loading and unloading operations	No unusual deliveries are expected.	Staff has no concerns.
Trash Generation, Screening, & Recycling	Regular single family garbage collection will be used at this site.	Staff has no concerns
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	Proposed hours of operation are Monday through Thursday 9:00 am to 3:00 pm and Friday 9:00 am to 12:00 pm.	Staff has no concerns, any weekend or classes or events open to the general public are not permitted unless a special event permit is obtained.
Special Hazards Arising from the Use	There are no anticipated special hazards	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 the following conditions:

1. A maximum of 30 students shall be allowed.
2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department.
3. Any event open to the public must obtain a special event permit.

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 Bare Foot Montessori, case number 2026-CUP-003, based on the findings listed in the staff report with the following conditions:

1. A maximum of 30 students shall be allowed.
2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department.
3. Any event open to the public must obtain a special event permit."

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

The proposed private school will operate within the standards established by the St. George City Code for private schools serving students through grade eight located on a designated landmark site within a residential zone.

The school will serve a maximum of thirty students, consistent with the requirements of the ordinance. The school is intentionally designed as a small-scale educational environment that is compatible with the surrounding residential neighborhood and respectful of the historic character of the property.

Hours of operation will be Monday through Thursday from 9:00 a.m. to 3:00 p.m. and Friday from 9:00 a.m. to 12:00 p.m. Student drop-off activities will occur between 8:45 a.m. and 9:15 a.m., and student pick-up activities will occur between 2:45 p.m. and 3:15 p.m.

The school has more than thirty (30) years of operational experience managing student arrival and dismissal activities efficiently and safely. Based on prior operational history, drop-off and pick-up activities for approximately thirty-four students have historically been completed in an average of seven minutes. With a maximum enrollment of only thirty students, traffic impacts are anticipated to remain minimal.

To ensure safe and orderly circulation, parents will enter the site from 200 South, proceed to the designated loading area located in front of the building for student drop-off and pick-up, and exit the site onto 100 South. This circulation pattern is intended to minimize congestion, maintain traffic flow, and reduce impacts on adjacent properties and neighborhood streets.

Two teacher parking spaces will be provided within the existing side parking area. The school will comply with all applicable parking, traffic management, and operational requirements imposed through the Conditional Use Permit process.

Outdoor activities will be conducted in a manner respectful of neighboring properties, and the school will continue to operate as a low-intensity educational use compatible with the surrounding residential neighborhood and the historic nature of the landmark site.

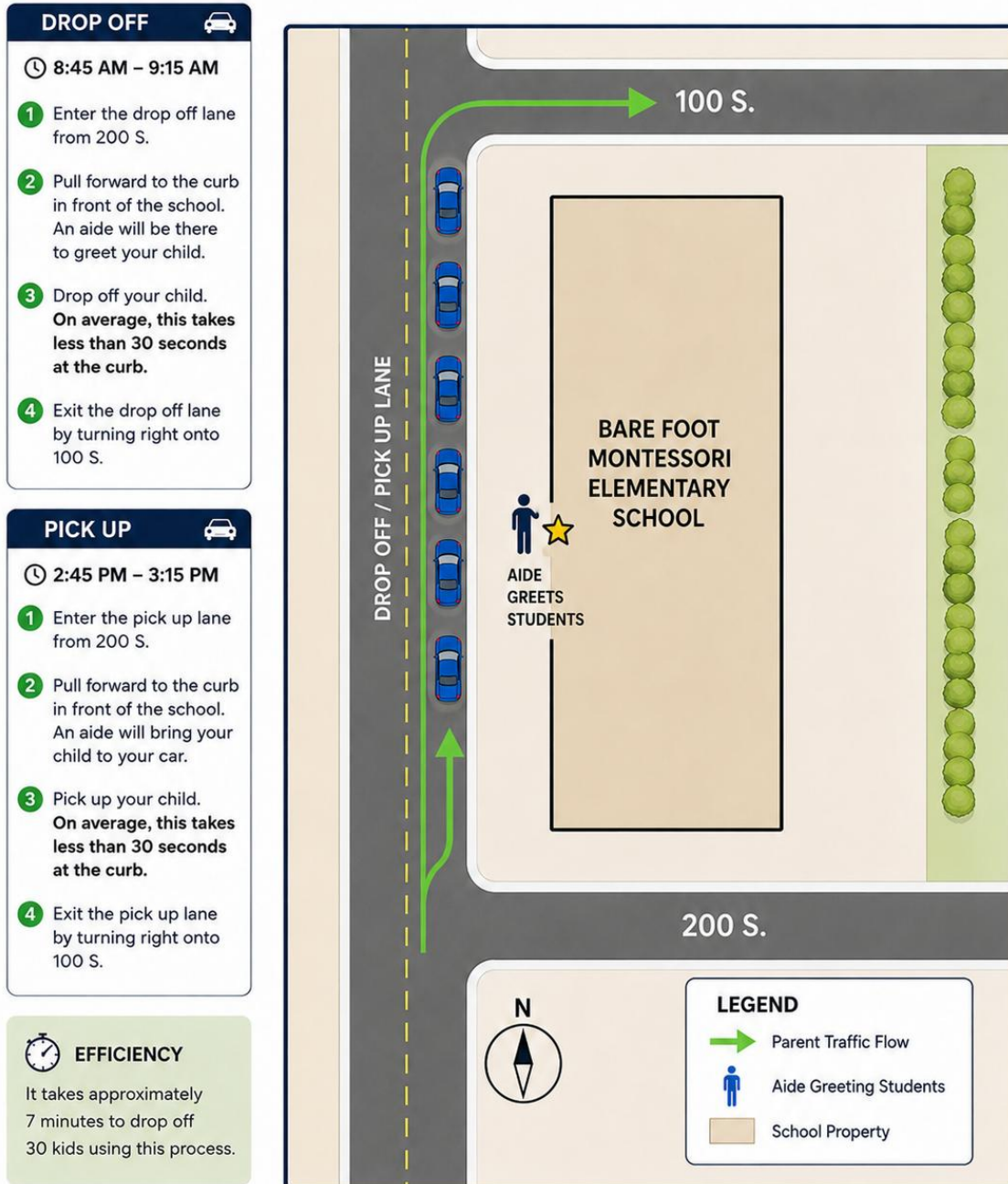
The applicant is committed to maintaining the historic integrity of the property and complying with all applicable historic preservation requirements for any future exterior modifications.

EXHIBIT B

Traffic Management Plan

BARE FOOT MONTESSORI ELEMENTARY SCHOOL DROP OFF & PICK UP PLAN

Thank you for helping us keep our students safe and our traffic flow smooth!



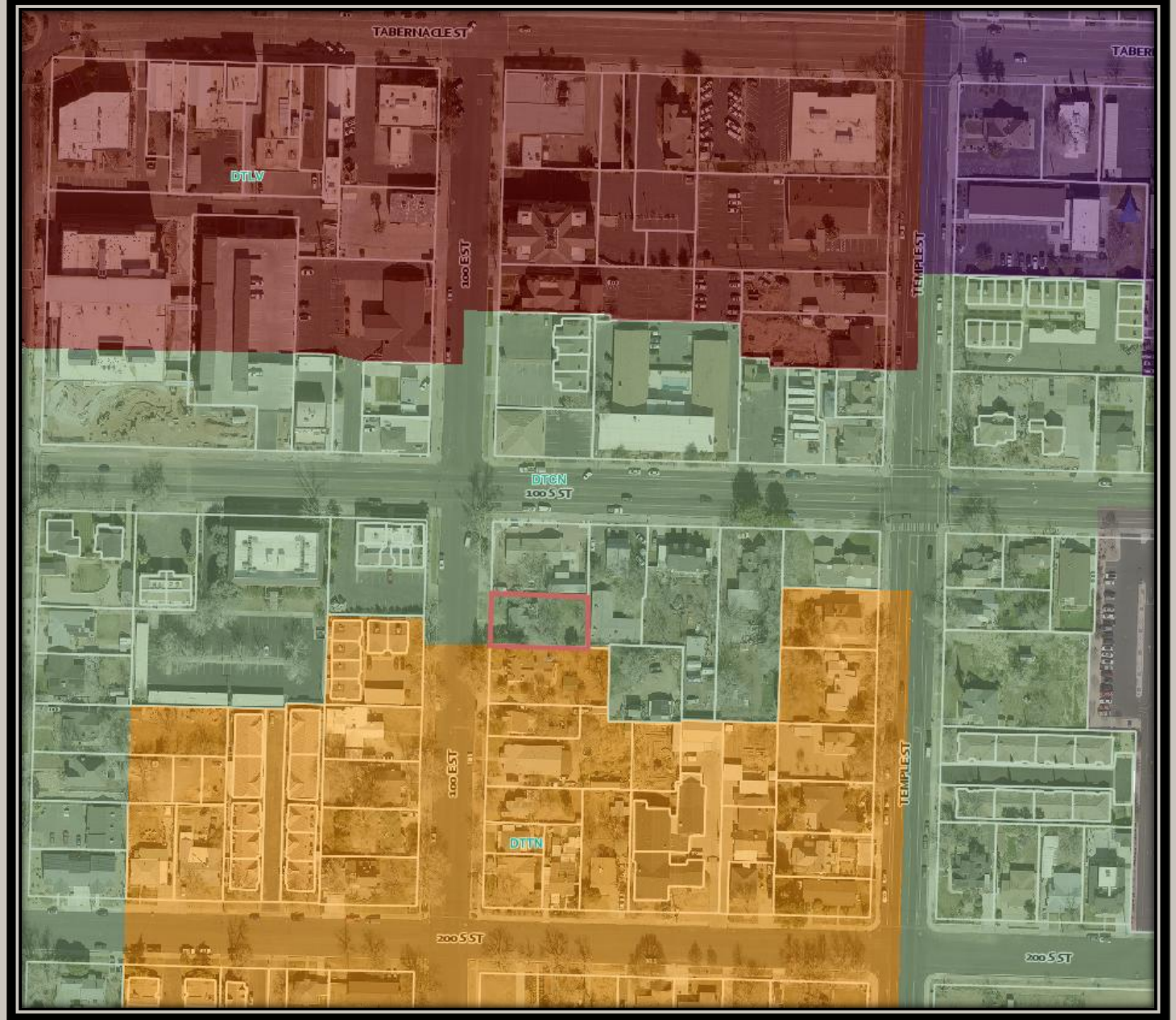
BARE FOOT MONTESSORI

2026-CUP-003

LOCATION



GENERAL PLAN



ZONING





PROPOSAL

- 30 students
- 1 teaching station
- Operating Hours – Monday through Thursday 9:00 am to 3:00 pm, Friday 9:00 to 12:00 pm
- Student drop off – between 8:45 am and 9:15 am
- Student pick up – between 2:45 pm and 3:15 pm
- All outdoor activities will occur in the rear yard fenced in area

BARE FOOT MONTESSORI ELEMENTARY SCHOOL

DROP OFF & PICK UP PLAN

Thank you for helping us keep our students safe and our traffic flow smooth!

DROP OFF

 8:45 AM – 9:15 AM

- 1 Enter the drop off lane from 200 S.
- 2 Pull forward to the curb in front of the school. An aide will be there to greet your child.
- 3 Drop off your child. **On average, this takes less than 30 seconds at the curb.**
- 4 Exit the drop off lane by turning right onto 100 S.

PICK UP

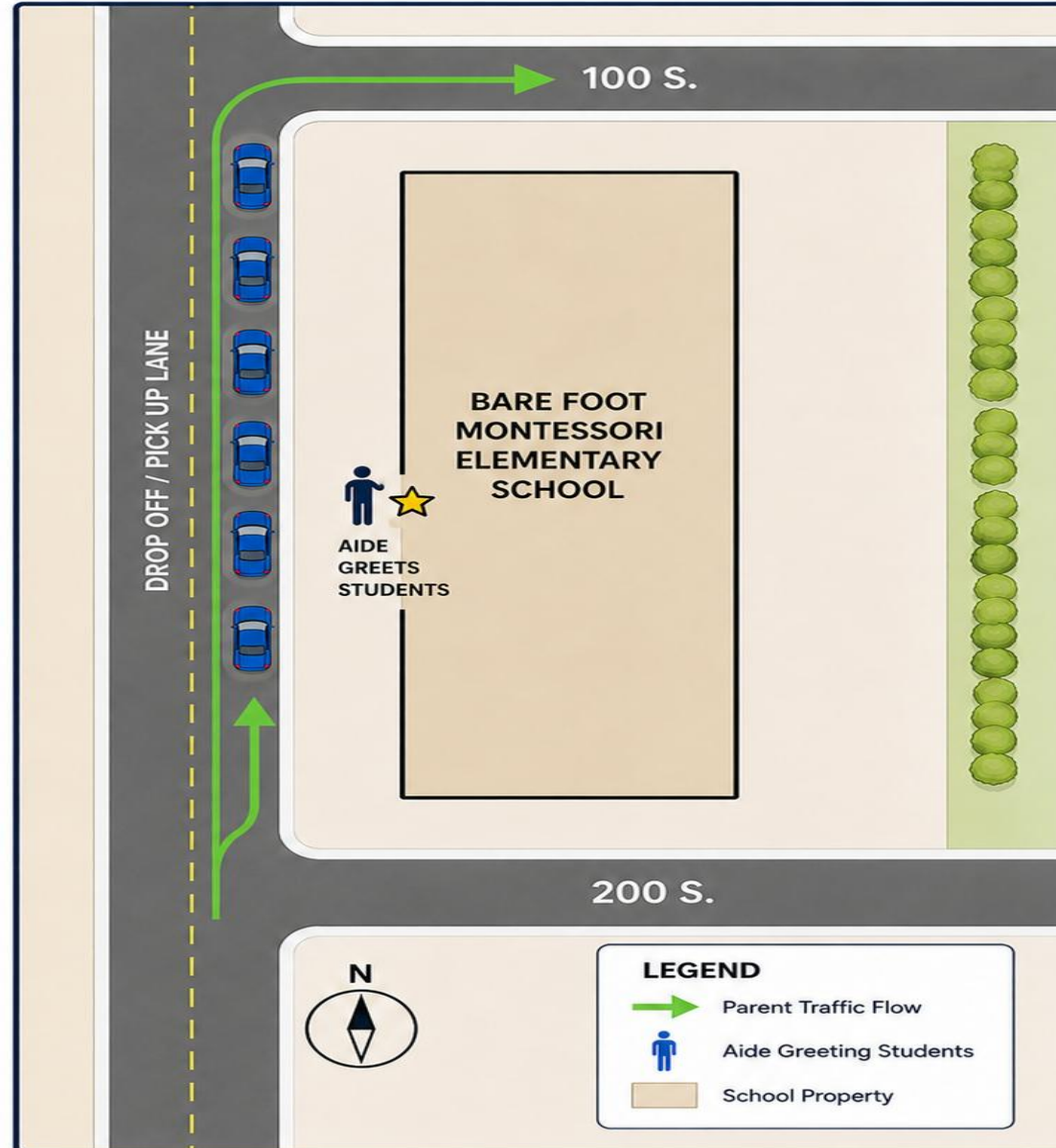
 2:45 PM – 3:15 PM

- 1 Enter the pick up lane from 200 S.
- 2 Pull forward to the curb in front of the school. An aide will bring your child to your car.
- 3 Pick up your child. **On average, this takes less than 30 seconds at the curb.**
- 4 Exit the pick up lane by turning right onto 100 S.



EFFICIENCY

It takes approximately
7 minutes to drop off
30 kids using this process.



PLANNING COMMISSION RECOMMENDATION

The Planning Commission forwarded a recommendation of approval, based on the findings listed in the staff report with the following conditions:

1. A maximum of 30 students shall be allowed.
2. If additional teaching stations are added a new site plan showing additional parking spaces will be submitted to the Community Development Department.
3. Any event open to the public must obtain a special event permit."

Agenda Date: 08/20/2026

Agenda Item Number: 07

Subject:

Consider approval of Ordinance No. 2026-066 amending the City Zoning Map by changing the zone from RE-20 (Residential Estates, 20,000 ft minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South. (Case No. 2026-ZC-001 - RL Wyman 2450 South)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bush & Gudgeon - Bob Hermandson

Reference Number: 2026-ZC-001

Address/Location:

Generally located west of the St. George/Washington border and approximately 2450 South

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

The underlying general plan is AE (Agricultural Estates) with adjacent zoning of RE-20 (Residential Estates, 20,000 ft minimum lot size), R-1-10 (Residential 10,000 ft minimum lot size) & A-1 (Agricultural, 40,000 ft minimum lot size), A-1 (Agricultural, 40,000 ft minimum lot size) & (Washington City R-1-10 - Residential 10,000 ft minimum lot size), and RE-37.5 (Residential Estates, 37,500 ft minimum lot size). At their meeting held on February 24, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0; there were no public comments.

Staff Narrative (need/purpose):

Currently, there are two zoning designations on the property, RE-37.5 on the west and RE-20 on the east. This application will zone the entire property RE-37.5. The property is not part of a recorded subdivision plat and is free of any permanent structures.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On February 24, the Planning Commission held a public hearing on the proposed zone change and received no public comment. After the hearing, staff and the applicant pressed pause to work out the street, canal interface and trail cross-section on the southern portion of the property. That has been addressed by the applicant which will allow the rezone to move forward. The Planning Commission recommended approval with a 6-0 vote and no conditions.

Attachments



PLANNING COMMISSION AGENDA REPORT: **02/24/2026**

CITY COUNCIL AGENDA REPORT: **08/20/2026**

RL Wyman 2450 South Zone Change (Case No. 2026-ZC-001)	
Request:	Consider a request to amend the City Zoning Map by amending the zone from RE-20 (Residential Estates, 20,000 ft ² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft ² minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South.
Applicant:	Bush & Gudgell – Bob Hermandson
Location:	Generally located west of the St. George/Washington border and approximately 2450 South
General Plan:	AE (Agricultural Estates)
Existing Zoning:	RE-20 (Residential Estates, 20,000 square foot minimum lot size)
Surrounding Zoning:	North RE-20 (Residential Estates, 20,000 ft ² minimum lot size)
	South R-1-10 (Residential 10,000 ft ² minimum lot size) & A-1 (Agricultural, 40,000 ft ² minimum lot size)
	East A-1 (Agricultural, 40,000 ft ² minimum lot size) & (Washington City – R-1-10 - Residential 10,000 ft ² minimum lot size)
	West RE-37.5 (Residential Estates, 37,500 ft ² minimum lot size)
Land Area:	Approximately 6.20 acres



RL Lyman 2450 South

0 362.5 725 1,450 2,175 2,900 Feet



BACKGROUND:

The applicant is seeking to change the zone from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) in order to have a single, cohesive zoning over the entire property. Currently, there are two zoning designations on the property, RE-37.5 on the west and RE-20 on the east. This application will zone the entire property RE-37.5. The property is not part of a recorded subdivision plat and is free of any permanent structures.

The applicant, in deciding what zoning would be most appropriate for this area, took into consideration how the surrounding area has been developed. The land directly north of the property has been developed as RE-20 and RE-37.5. To the south of the property has not been developed yet but is zoned R-1-10 and A-1. The RE (Residential Estates) zones are primarily a residential zone but are also intended to fill the gap between strictly single-family zones and agricultural zones by allowing single family residences with agricultural uses such as limited animal rights. The RE-37.5 zone is also consistent with the underlying General Plan on this property, which is AE (Agricultural Estates) which allows up to four dwelling units per acre.

RECOMMENDATION:

On February 24, the Planning Commission held a public hearing on the proposed zone change and received no public comment. After the hearing, staff and the applicant pressed pause to work out the street, canal interface and trail cross-section on the southern portion of the property. That has been addressed by the applicant which will allow the rezone to move forward.

ALTERNATIVES:

1. Approve as requested.
2. Deny the application.
3. Continue the proposed zone change amendment to a future date.

POSSIBLE MOTION:

"I move that we approve the zone change for RL Wyman 2450 South, case number 2026-ZC-001, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed RE-37.5 zone is consistent with the AE (Agricultural Estates) designation in the City's General Plan.
2. The zone change creates one unified zoning designation across the entire property.
3. The RE-37.5 zoning is compatible with surrounding properties, including existing RE-37.5 zoning to the west and RE-20 to the north.
4. The request maintains large-lot, residential development consistent with the established character of the area.
5. The property is undeveloped, and the zone change will not create nonconforming structures or uses.

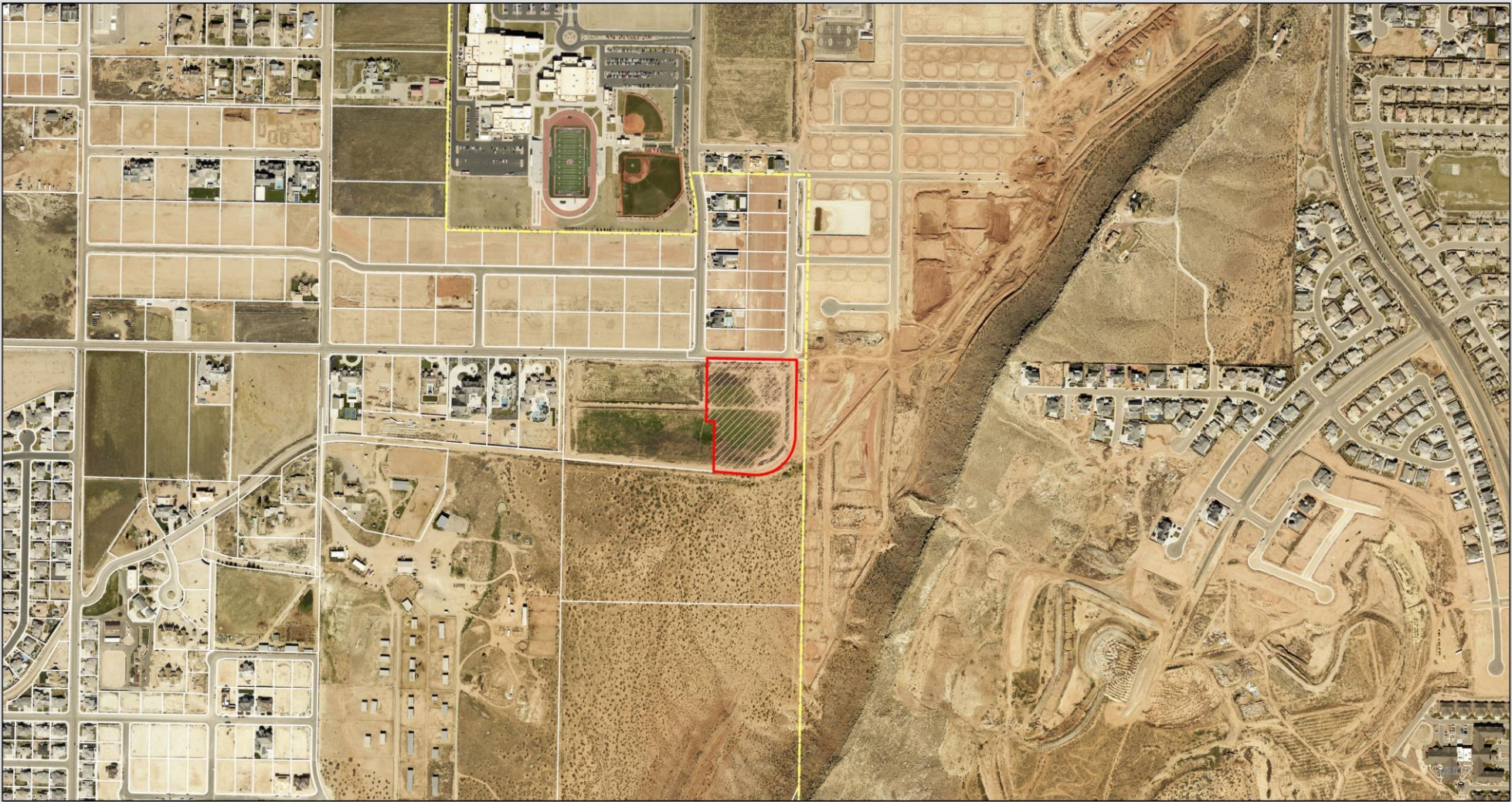
Exhibit A

PowerPoint Presentation

RL Wyman 2450 South Zoning Map Amendment

2026-ZC-001

Aerial Map



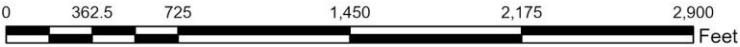
RL Lyman 2450 South



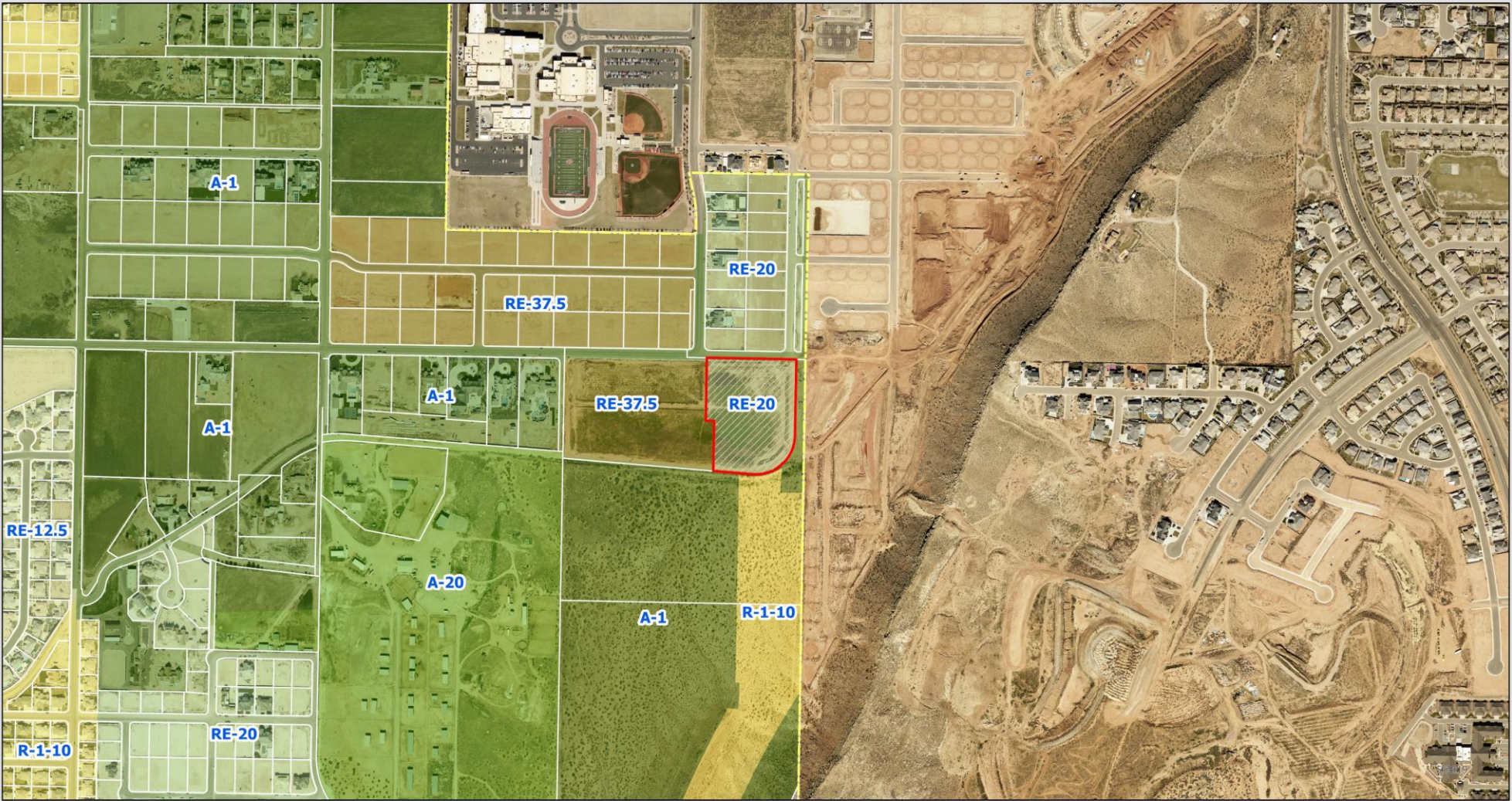
Land Use Map



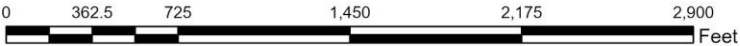
RL Lyman 2450 South



Zoning Map



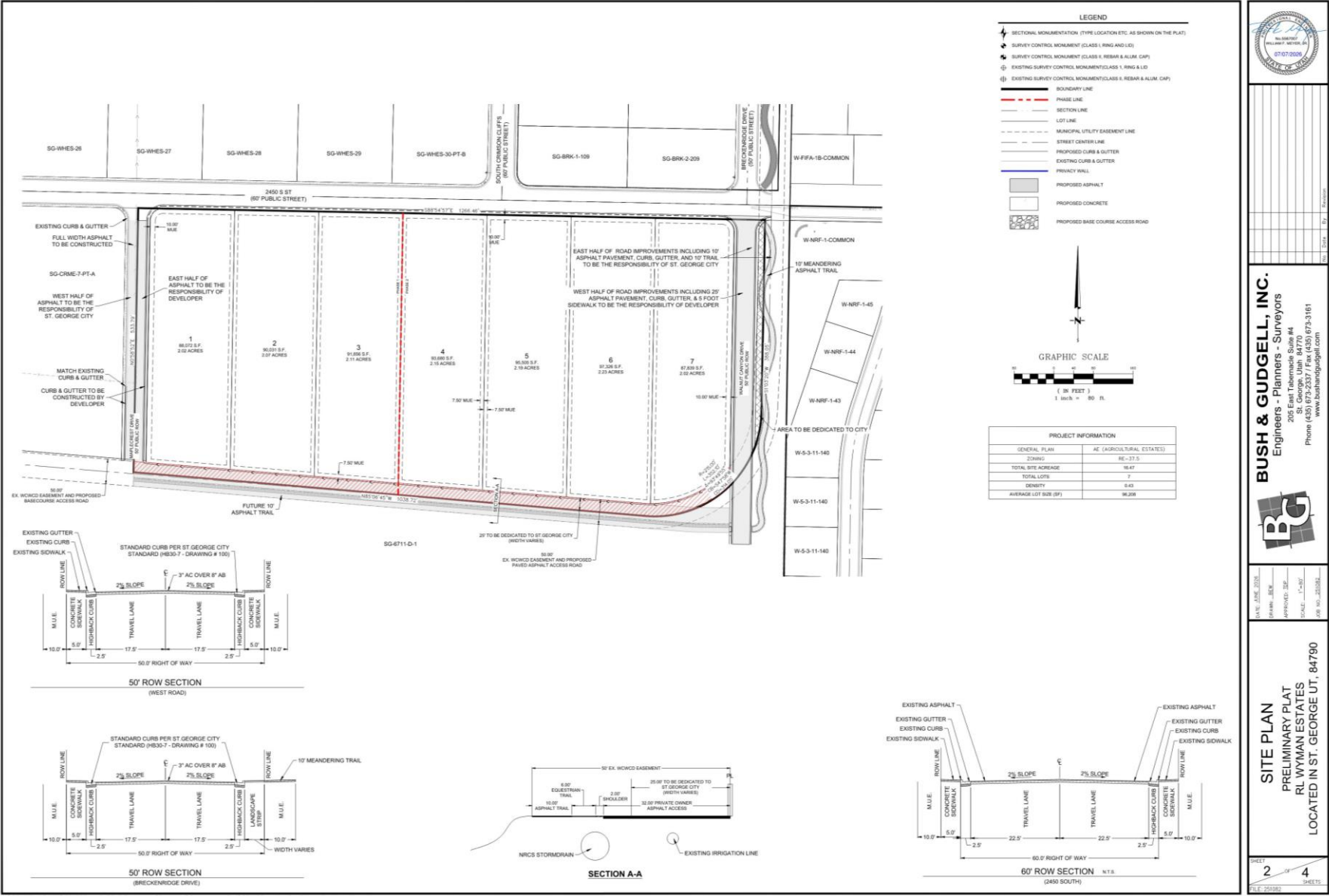
RL Lyman 2450 South



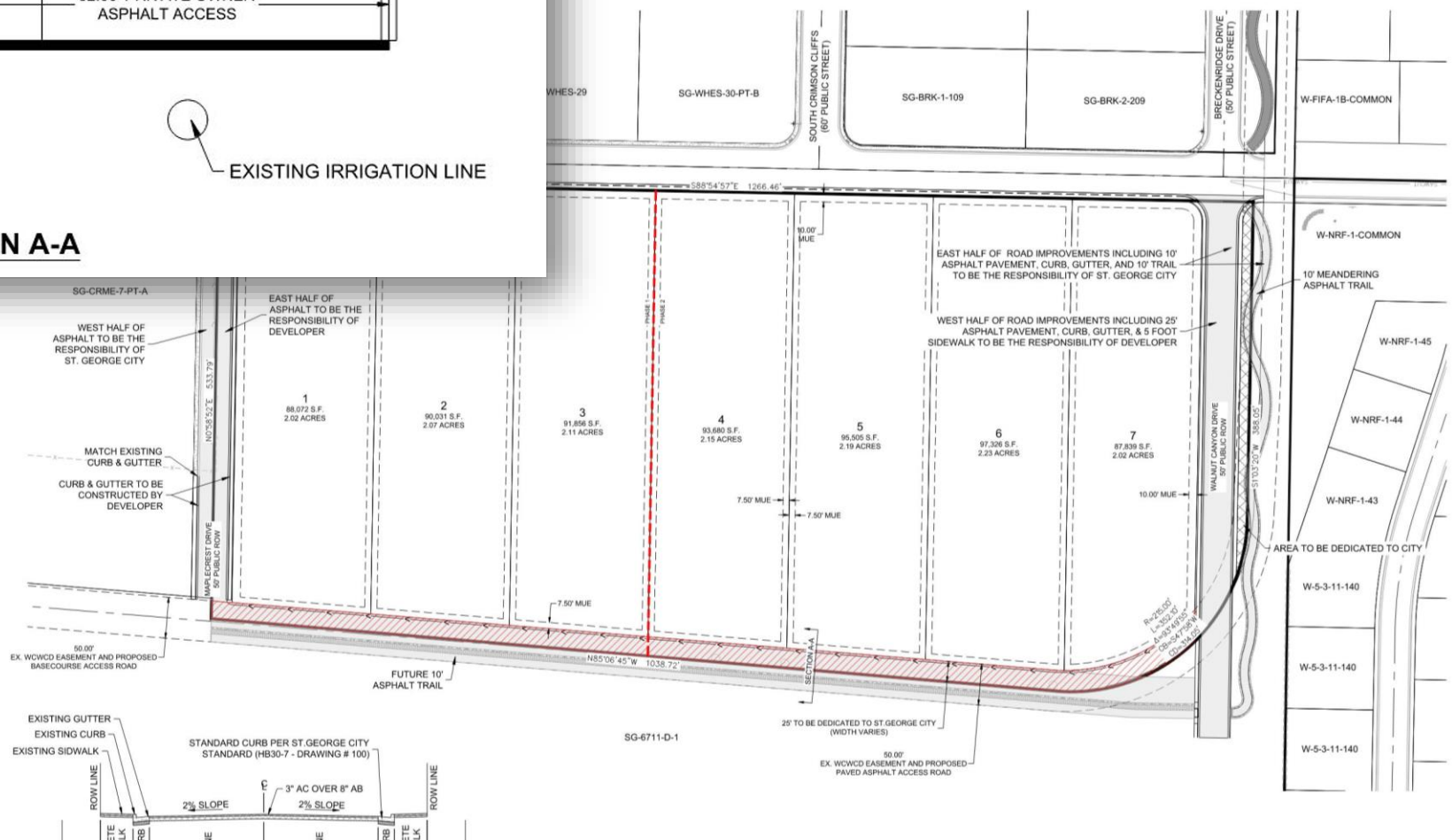
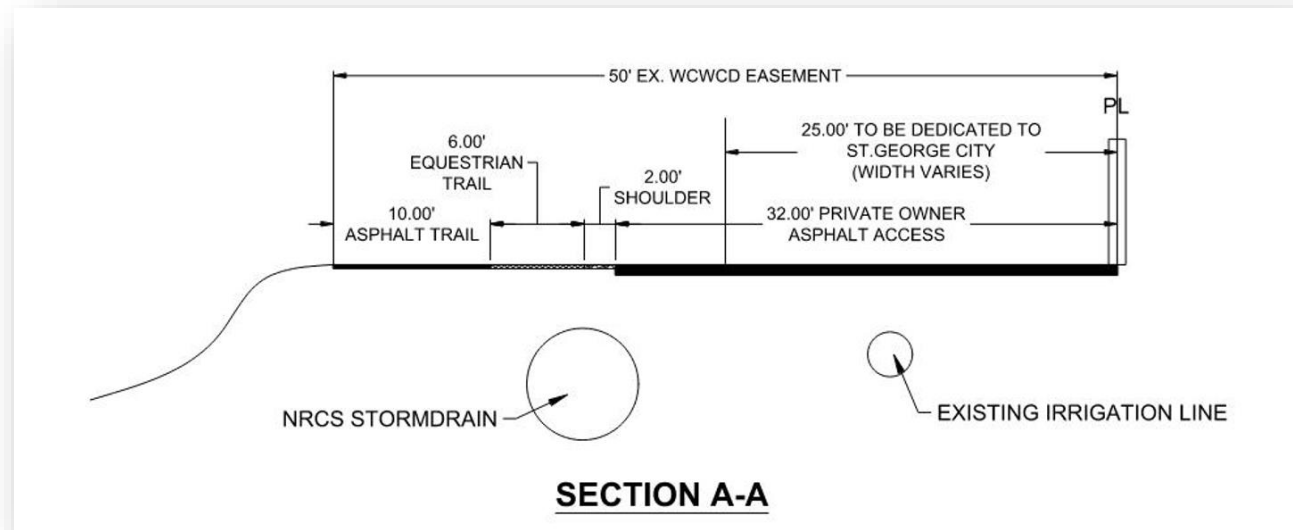
Applicant Exhibit



Preliminary Plat



Preliminary Plat



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM RE-20 (RESIDENTIAL ESTATES, 20,000 SQUARE FOOT MINIMUM LOT SIZE) TO RE-37.5 (RESIDENTIAL ESTATES, 37,500 SQUARE FEET MINIMUM LOT SIZE) ON APPROXIMATELY 6.2 ACRES GENERALLY LOCATED WEST OF THE ST. GEORGE AND WASHINGTON BORDER AND APPROXIMATELY 2450 SOUTH IN ANTICIPATION OF A FUTURE RESIDENTIAL SUBDIVISION.

(RL Wyman 2450 South Zone Change)

WHEREAS, the property owner has requested a zone change from RE-20 (Residential Estates, 20,000 square feet minimum lot size) to RE-37.5 (Residential Estates, 37,500 square feet minimum lot size) on approximately 6.2 acres generally located west of the St. George/Washington border and approximately 2450 South in anticipation of a future residential subdivision; and

WHEREAS, the City Council held a public meeting on this request on August 20, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on February 24, 2026; and recommended approval with a 6-0 vote; 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 with no conditions.

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 RE-20 (Residential Estates, 20,000 square feet minimum lot size) to RE-37.5 (Residential Estates, 37,500 square feet minimum lot size) on approximately 6.2 acres. The zone amendment and location are more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” and parcel exhibit, incorporated herein as 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 immediately on the date executed below, and upon publication and/or posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 20th 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

Beginning at a point that lies North 88°54'57" West along the section line 50.40 feet and due South 30.01 feet from the South Quarter Corner of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian, and running thence South 01°03'14" West 388.05 feet; thence southwesterly along a 215.00 foot radius curve to the right, (long chord bears South 47°58'11" West a distance of 314.05 feet), center point lies North 88°56'46" West through a central angle of 93°49'55", a distance of 352.10 feet; thence North 85°06'51" West 213.41 feet; thence North 01°05'03" East 263.54 feet; thence North 88°54'57" West 46.28 feet; thence North 01°05'03" East 325.00 feet; thence South 88°54'57" East 488.27 feet to the point of beginning.

Containing 270,188 square feet or 6.20 acres.

Exhibit "B" – Parcel Exhibit



RL WYMAN 2450 SOUTH



Agenda Date: 08/20/2026

Agenda Item Number: 08

Subject:

Consider approval of Ordinance No. 2026-067 amending the Atkinville Interchange Zone Planned Development Commercial zone on approximately 3.4 acres generally located east of Arrowhead Canyon Drive and south of Havasu Drive. (Case No. 2026-PDA-009 - Buck's Ace Sun River)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Jared Madsen and Brandon Hall

Reference Number: 2026-PDA-009

Address/Location:

Located east of Arrowhead Canyon Drive and south of Havasu Drive.

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

The proposal is for a new 45,686 sq. ft. hardware and retail store. The underlying general plan is PD (Planned Development). At their meeting held on July 28, 2026, the Planning Commission held a public hearing, and recommended approval with one condition, with a vote of 5-0; there were no public comments.

Staff Narrative (need/purpose):

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for the Buck's Ace retail and hardware store in Sun River Commons in the Atkinville Interchange Planned Development. Any new site plan or changes within an approved PD-C zone require a PD amendment.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with a vote of 5-0 with the following condition: 1. That any signage along the west and south property lines facing the adjacent residential zone or Hampton Inn shall not be lit.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/28/2026
CITY COUNCIL AGENDA REPORT: 08/20/2026

Buck's Ace Sun River Planned Development Amendment (Case No. 2026-PDA-009)		
Request:	Consider an ordinance to amend an approved PD-C (Planned Development Commercial) zone to allow the design and site plan for a new 45,686 sq. ft. hardware store on a 3.4-acre site.	
Applicant:	Sky Engineering, BH Architecture	
Representative:	Jared Madsen, Brandon Hall	
Location:	Located east of Arrowhead Canyon Drive and south of Havasu Drive.	
General Plan:	PD (Planned Development), AIZP - MU (Mixed-Use)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development Commercial)
	South	PD-C (Planned Development Commercial)
	East	PD-C (Planned Development Commercial)
	West	PD-R (Planned Development Residential)
Land Area:	Approximately 3.4 acres	



BACKGROUND AND REQUEST:

This project site is part of the Sun River Commons area and within the AIZP (Atkinville Interchange Area Zone Plan), Planning Area 3.1. The applicant is proposing a new hardware store building, approximately 45,686 square feet in size on a 3.4-acre site. The AIZP permitted uses list identifies "Hardware Store" less than 40,000 sq ft as a permitted use within the MU (mixed use) zone, which is the designation for Planning Area 3.1

There are 112 parking spaces proposed on site with 51 parking stalls shared with the Hampton Inn to the south totaling 163 parking spaces. This site would require 163 spaces for the use and meets parking standards with the proposed parking agreement. There is approximately 17,591 square feet of proposed landscaping which is about 11.9% of the project site, exceeding the minimum commercial requirement of 10%. The building would reach a height of 37 feet 2 inches, with architectural features up to 39 feet 2 inches. The zone allows for a 35-foot building height with architectural features allowed up to 45 feet. The building will primarily be constructed of stucco, wood-look metal aluminum cladding, composite panels, and painted steel. Elevation drawings have been included in this packet.

Additional Requests

-As mentioned above, the AIZP permits a maximum building height of 35 feet, with architectural features allowed up to 45 feet. The applicant is requesting an amendment to the Zone Plan to increase the allowable height for this site. The proposed amendment would allow a building height of 37 feet 2 inches with architectural height of 39 feet 2 inches. For comparison, the existing Hampton Inn & Suites on Sun River Parkway, also within the AIZP and subject to the same height regulations, received City Council approval for a building height increase to 59 feet, with architectural features reaching 67 feet 10 inches. Additionally, the professional office building on the east side of the development received City Council approval for a building height of 50 feet. The Home 2 Suites hotel on the northeast side of the development also received City Council approval for a building height of 46 feet 4 inches with an architectural height of 53 feet 5 inches.

-The AIZP currently permits hardware stores under 40,000 square feet. The applicant is requesting an amendment to the Zone Plan to allow a hardware store of approximately 45,686 square feet.

-The applicant is also requesting that the 6' masonry wall on the west side of the property, required for the residential buffer, extend to the point where it meets the Ace building, rather than continuing to the south property line.

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

Zoning Requirements			
Regulation	Section Number	Proposal	Staff Comments
Setbacks	AIZP 4.2	Proposed setbacks: Arrowhead Canyon Dr – 27'	The required setbacks are: Arrowhead Canyon Dr – 25' Private Streets – 10'

		Havasu Dr (private) – 141' 6" Side – 25' 9"	PD-C zone - 0'
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans.	Staff will ensure the plans meet the required pedestrian circulation at site plan review.
Uses		Hardware Store less than 40,000 sq ft.	The hardware store is a permitted use, but this building is looking for approval to exceed the 40,000 sq ft maximum at 45,686 sq ft.
Height and Elevation	AIZP 4.2	37' 2" to top of parapet and 39' 2" to top of architectural features.	The maximum allowed height is 35' with architectural features up to 45'. This building would exceed the maximum building height but is less than maximum architectural height.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2 & AIZP 4.2	Conceptual landscape plan provided.	This will require a residential landscape buffer along Arrowhead Canyon Drive with a 6' masonry wall and average 15' of landscaping between east side of trail and parking/building.
Utilities	10-8D-2	Conceptual utility plan provided.	Utilities will be evaluated in detail during the JUC & site plan review process.
Signs	10-8D-2	Potential conceptual monument signage site provided. Wall signage is included.	Signs will be approved through the sign permit process and need to meet the Sun River Commons Master Sign Plan and 9-13 of City Code.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included.	During site plan review, staff will ensure that site lighting meets the requirements in Title 10-14 (outdoor lighting).
Lot Coverage	10-8D-6	Conceptual plan shown (30.9%)	The site plan meets lot coverage regulations < 50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	The waste enclosure will be required to have a solid wall surrounding it.
Parking	10-19-5	112 parking stalls on site and 51 stalls shared with	163 parking stalls are required, and with the proposed parking

		the Hampton Inn. Total of 163 stalls.	agreement with the Hampton Inn to the south this project meets City standards.
EVCS And Bike Parking	10-19-6	None shown.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements.

RECOMMENDATION:

The Planning Commission held a public hearing on July 28, 2026, and recommended approval of this PD Amendment with a vote of 5-0 with the following condition:

1. That any signage along the west and south property lines facing the adjacent residential zone or Hampton Inn shall not be lit.

There were no public comments at this meeting.

ALTERNATIVES:

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

FINDINGS:

1. Increased building height is less than the maximum architectural height in the AIZP Plan and is like other buildings in the area that have received approval for height increases.
2. Adjacent residential zone will likely not be impacted by reduced 6' masonry wall length along the west side of property as there would be no windows and only landscape where open.
3. The AIZP plan states that hardware stores must be less than 40,000 square feet and this building would only have approximately 27,411 square feet of hardware use.
4. With the proposed parking agreement with Hampton Inn to the south this project would meet parking standards found in 10-19 of City Code.

POSSIBLE MOTION:

"I move that we approve the PD Amendment for Buck's Ace Sun River, Case No. 2026-PDA-009, based on findings and condition listed in the staff report."

Exhibit A

Applicants Narrative

BHArchitecture

Date:	March 18, 2026
To:	City of St. George 61 S Main St St. George, UT 84770
Subject:	Project Narrative for Planned Development Amendment Application Proposed Buck's at Sun River
	Buck's Ace is coming to Sun River! The proposed development consists of one large building for retail, retail storage (stockroom) and offices for operations. The footprint is about 43,000 square feet, of which about 36,800 is the retail floor. The building was designed to be in harmony with the surrounding architecture and design guidelines by Sun River. It is also designed with tall facades to mimic two and three-stories, however, no part of the building is 3 stories and only two small areas have a second floor for offices and a breakroom. The site prioritizes easy visibility and access to the store, coupled with safe and inviting maneuvering and parking. To enhance safety and welcome visitors after dark, the parking lot and building lighting is designed with light levels slightly above the minimum required, ensuring a safe environment without causing glare. Parking calculations are provided on the colored site plan, and description of a request to reduce the parking calculation for retail. See explanation there on. As demonstrated by the Buck's Ace owners and team in other locations (Santa Clara, St. George (Mall drive) and Hurricane) they are dedicated to the community and strive for quality and connection. They are also known to hire local, young people to give them opportunities to work and develop skills. Areas: Property: 147,668 sf (3.39 acres) Building: 43,000 sf ~ 29 % Coverage Landscaping: 15,500 sf Concrete sidewalks at streets, building and loading: 17,300 sf Parking (Asphalt/curb/gutter, part of street in property): 71,800 sf asphalt/curb/gutter

Thank you,



Brandon E. Hall, Principal Architect

3/18/2026

Date

Exhibit B
Public Comment



Brian Dean <brian.dean@sgcityutah.gov>

Comments on Case 2026-PDA-009

1 message

brian stine <[REDACTED]>

Tue, Apr 21, 2026 at 5:26 AM

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

Dear Members of the Planning Commission,

I am a resident of SunRiver Villas, located near the site of the proposed Buck's Ace Sun River hardware store.

I believe this project would be a valuable and complementary addition to the neighborhood, providing convenient access to essential goods and services for local residents. I respectfully express my support for the proposed development.

Thank you for your consideration.

Regards,
Brian Stine

[REDACTED]

Exhibit C
PowerPoint Presentation

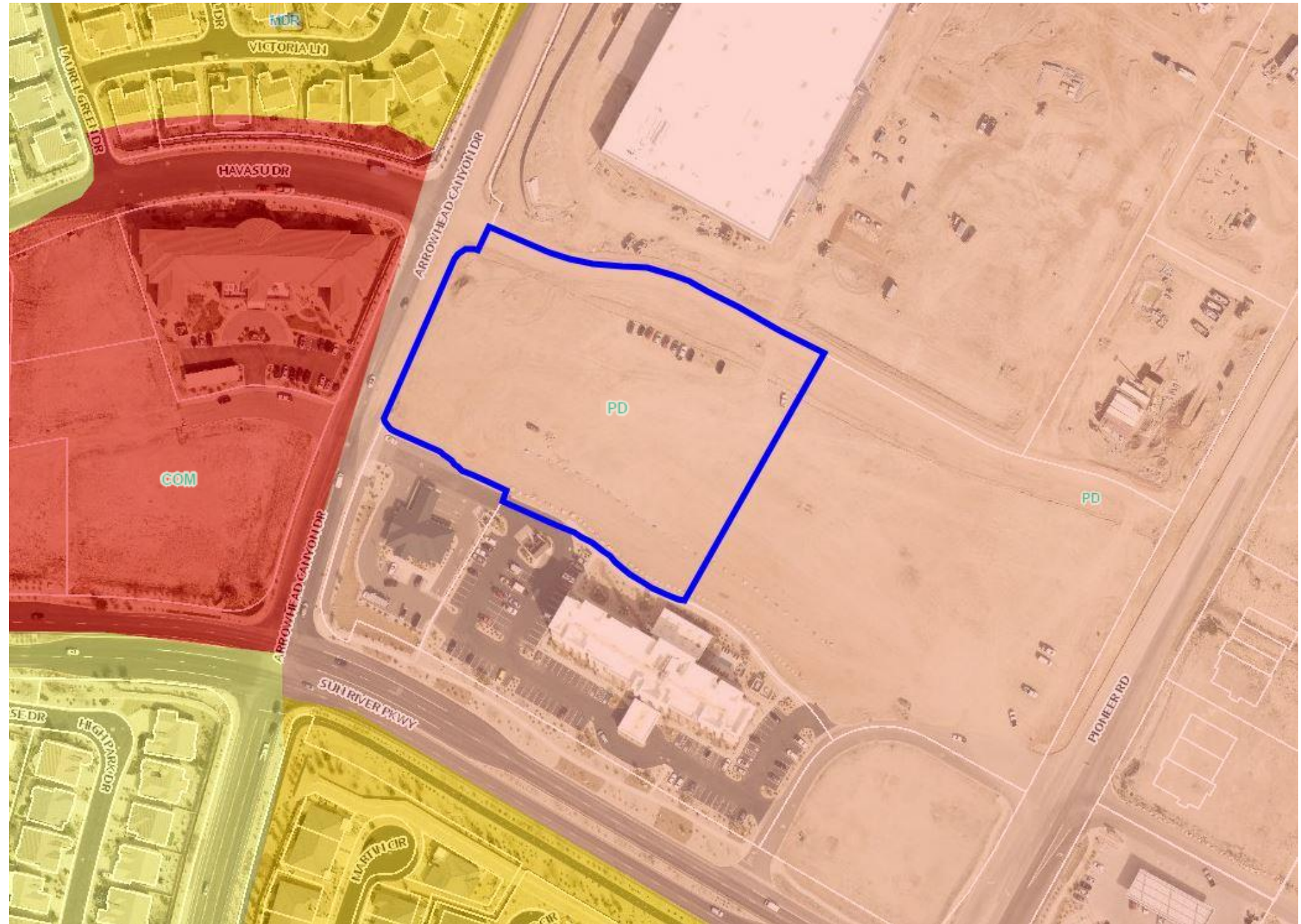
Buck's Ace Sun River 2026-PDA-009



Aerial Map



Land Use Map



Zoning Map



Site and Landscape Plan



Photometric Plan



Color: Brown	Weight: 20.2 lbs
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Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type	Constant Current	Watts	70W
120V	Estimate	Cable Temp.	8000K Cool
240V	N/A	Cable Accuracy	±1.5%
240V	N/A	L/FX Frequency	60-100Hz/Stepped
240V	N/A	Lumens	5,000lm/W
Input Watts	70.0W	Efficiency	130lm/watt

Color Consistency
7-day Munsell ColorChecker tracking to achieve consistent results for future color

Color Stability
ISO color temperature is maintained to 100K or more than 200K in color temperature over a 5-year period

Color Uniformity
High degree of consistent Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Illuminants (ANSI Z39.90.1-2004)

Construction
Ambient Temperature
Suitable for use up to 100°F (37°C)

Maximum Heat/Searing
The maximum operating temperature is 400°F (204°C)

Thermal Management
The system runs cooling with minimal fan flow due to

Size
Temperature class 10

WDGE2 LED

Architectural Wall Sconce

Precision Refractive Optic

Introduction
 The WDGE2 LED family is designed to meet specific, yet very well
 common lighting needs in a variety of spaces that require
 precise architectural lighting. The three different design options in this
 series will deliver consistent lighting performance in a wide variety of
 applications. The WDGE2 LED family is designed to meet specific, yet
 very well common lighting needs in a variety of spaces that require
 precise architectural lighting. The three different design options in this
 series will deliver consistent lighting performance in a wide variety of
 applications.

BIOLED Family Overview									
Part Number	Part Name	Size	Wavelength	Wavelength (nm)	Power	Performance (typical @ 25°C)			
						Current (mA)	Voltage (V)	Power (mW)	Efficiency (lm/W)
BIOLED-1	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-2	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-3	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-4	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-5	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-6	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-7	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-8	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-9	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-10	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-11	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-12	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-13	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-14	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-15	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-16	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-17	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-18	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-19	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-20	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-21	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-22	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-23	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-24	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-25	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-26	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-27	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-28	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-29	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-30	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-31	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-32	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-33	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-34	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-35	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-36	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-37	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-38	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-39	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-40	Standard	100	450	450	100	2.8	2.8	280	100
BIOLED-41	Standard	100	450	450					

 LITHONIA ILLUMINATING OUTDOORS 1 North Way • Decatur, GA 30030 • Phone: 1-800-35-2276 • www.lithonia.com **AD501**

SPECIFICATION GUIDE



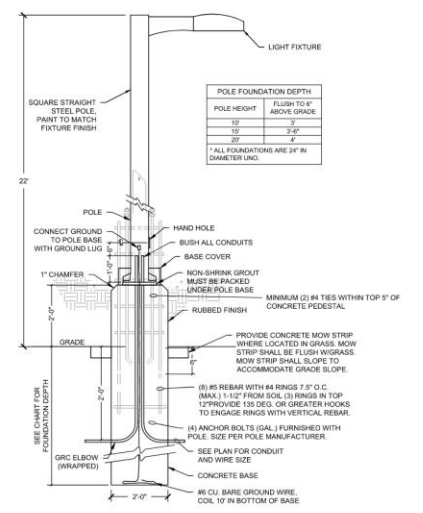
ALD2ST

ALD2ST combines clear lines with high performance, direct and indirect illumination, for a functional and aesthetically pleasing atmosphere.

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Statistics						
Description	Symbol	Avg	Max	Min	MaxMin	AvgMin
Back of Building	+	1.3 h	3.6 h	0.0 h	N/A	N/A
Parking	+	2.9 h	6.7 h	0.0 h	N/A	N/A
Property Line	+	0.2 h	0.9 h	0.0 h	N/A	N/A
Walkway	+	3.5 h	8.5 h	0.0 h	N/A	N/A

Schedule									
Symbol	Label	Image	QTY	Casting Name	Description	Number Lamps	Lumens per Lamp	ULF	Wattage
	SF1			ALUSTITE® - RAILSTOPS® - RWELEDITS® (TYPE 8)	ALUSTITE® WITH METAL HOUSING, 8 CIRCUT BORSES EACH WITH 1 LED. HOUSED CAPACITOR WITH 1000K OHM RESISTOR FINISH AND 1 METER LINE PER LED. CLEAR PAINT. GLASS LENS IN CAST PARTS PAINTED METAL LENS FRAME.	6	1504	15	75.5
	SF2		11	ALUSTITE® - RAILSTOPS® - RWELEDITS® (TYPE 8)	ALUSTITE® WITH METAL HOUSING, 8 CIRCUT BORSES EACH WITH 1 LED. HOUSED CAPACITOR WITH 1000K OHM RESISTOR FINISH AND 1 METER LINE PER LED. CLEAR PAINT. GLASS LENS IN CAST PARTS PAINTED METAL LENS FRAME.	6	1504	15	103.5
	SF4		11	WOODS LED P2 4W BOUR 100	WOODS LED WITH P2 - PERFORMANCE NANO-ALUM. ALUM. CORE TYPE 2 MEDIUM OPTIC	1	2651	0.8	16.9/15
	SF7		21	LEDNA 3000 LUM ARI 5	4PIN, 3000, 3000 LUM, CLEAR, SPECULAR REFLECTOR, 8000	1	568	0.5	17.4
	SF9		12	KLP-D-16-16-30-30K7		1	1175	0.85	20
	SF10		14	60-055	5-10/10W, 1 X 7/14W LED SINGLE SPOT AND REMOTE THE LED MODULE WITH LINE 300K OHM RESISTOR - CLEAR TRANSPARENT GLASS LENS WITH ANODIZED ALUMINUM REFLECTOR	1	640	0.9	10.5
	SF5		6	ALUSTITE®-RIS-ULVR	ACCOLADE	1	1100	0.9	5.1/FT



1 SITE PHOTOMETRIC PLAN
ES001 SCALE: 1" = 30'-0"

2 LIGHT POLE BASE DETAIL
ES001 NO SCALE

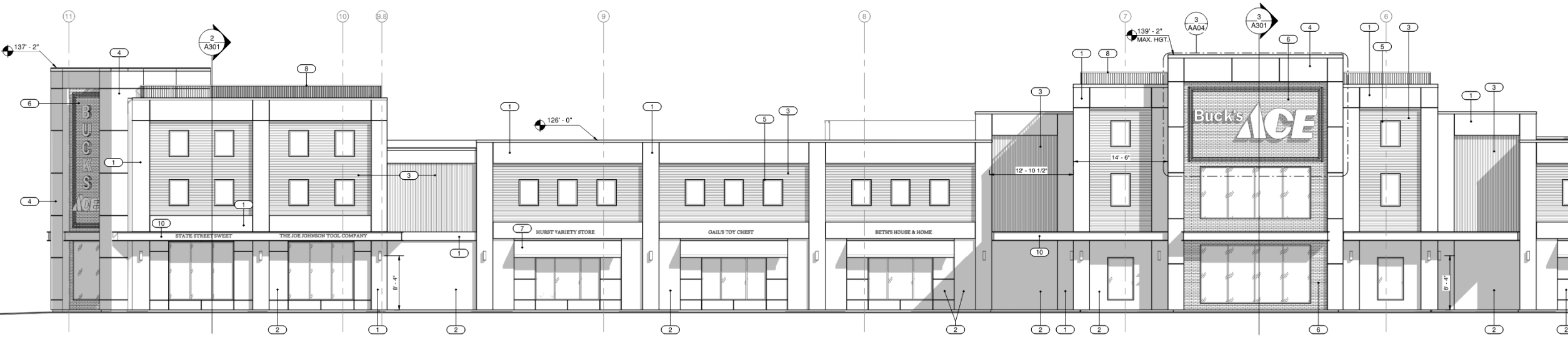
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BHArchitecture
(435) 701-7000
WWW.BHA.DESIGN

SITE PHOTOMETRIC PLAN
BUCK'S EXIT 2
ST. GEORGE, UT

© 2025
SHEET ISSUE DATE:
ES001

Elevations



1 NORTH ELEVATION - LEFT SIDE
1/8" = 1'-0"



2 NORTH ELEVATION - RIGHT SIDE
1/8" = 1'-0"

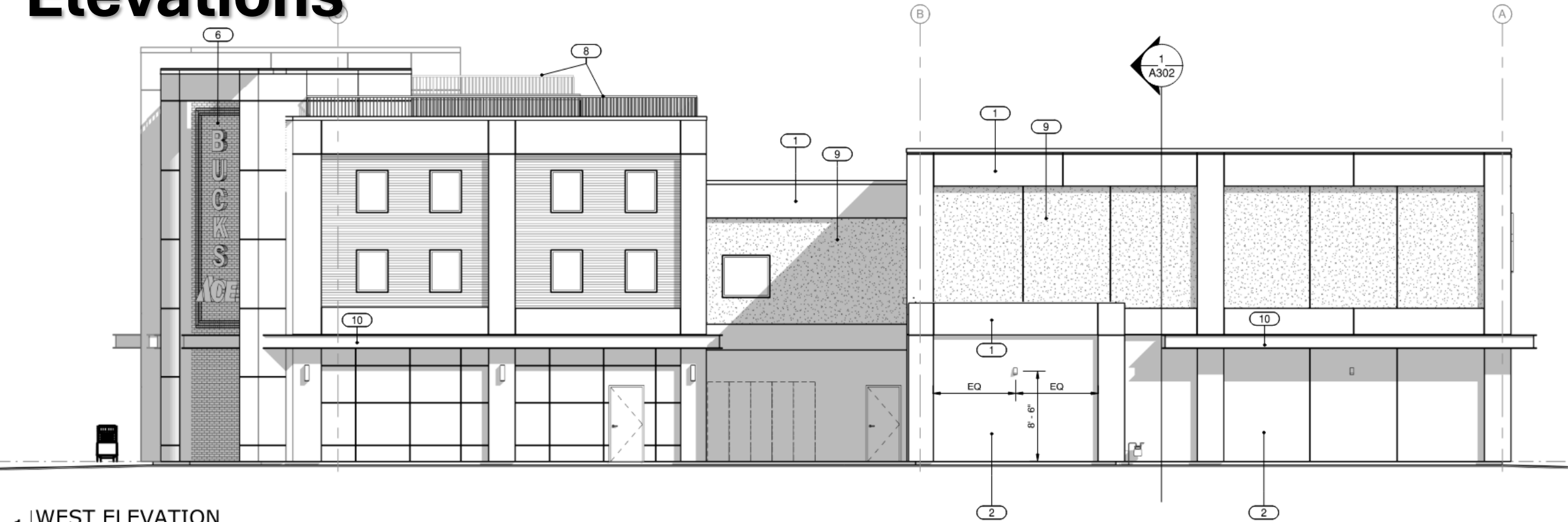
Elevations



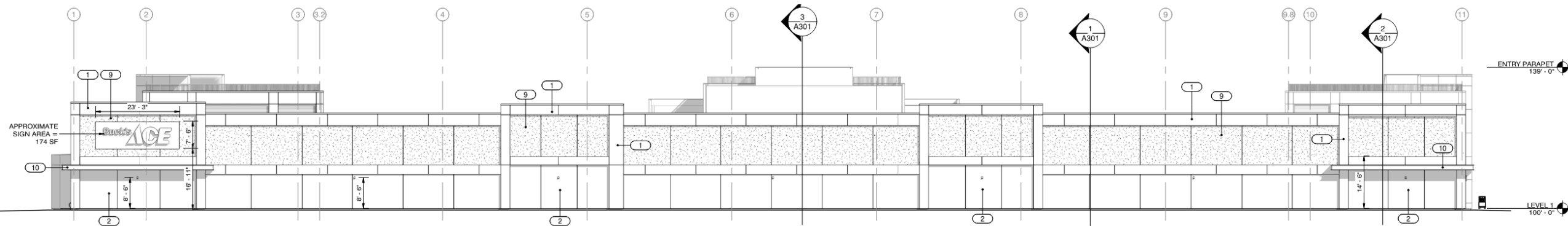
3 EAST ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE				
#	ITEM	MANUFACTURER	MODEL/STYLE/COLOR	COMMENTS
1	LIGHT GREY STUCCO	OMEGA DIAMOND WALL	SMOOTH SAND, SW7035 AESTHETIC WHITE	
2	DARK BLACK STUCCO	OMEGA DIAMOND WALL	SMOOTH SAND, SW6258 TRICORN BLACK	
3	WOOD-LOOK METAL	LUMABUILT OR EQUAL	MODAIC, 6" V-GROOVE PLANK, DARK NATIONAL WALNUT	
4	MCM COMPOSITE PANELS	ALPOLIC MCM	A1000, DRY, BLACK	ENTRANCE
5	WINDOWS, METAL	ARCADIA & CMG	BLACK ANODIZED & BLACK	WINDOW/DOOR FRAMES
6	THINBRICK	GENERAL SHALE	BLACK LAKE MODULAR	
7	FABRIC AWNINGS		RED	
9	BROWN STUCCO		SMOOTH SAND, SWXXXX COLOR NEEDED	
10	PAINTED STEEL	PER GC	PAINTED STEEL, BLACK	STEEL AWNINGS

Elevations



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



2 SOUTH ELEVATION
1/16" = 1'-0"

Renderings



Renderings



Renderings



Renderings



Renderings



Renderings



Materials Board



EXTERIOR FINISH SCHEDULE				
#	ITEM	MANUFACTURER	MODEL/STYLE/COLOR	COMMENTS
1	LIGHT GREY STUCCO	OMEGA DIAMOND WALL	SMOOTH SAND, SW7035 AESTHETIC WHITE	
2	DARK BLACK STUCCO	OMEGA DIAMOND WALL	SMOOTH SAND, SW6258 TRICORN BLACK	
3	WOOD-LOOK METAL	LUMABUILT OR EQUAL	MODAIC, 6" V-GROOVE PLANK, DARK NATIONAL WALNUT	
4	MCM COMPOSITE PANELS	ALPOLIC MCM	A1000, DRY, BLACK	ENTRANCE
5	WINDOWS, METAL	ARCADIA & CMG	BLACK ANODIZED & BLACK	WINDOW/DOOR FRAMES
6	THINBRICK	GENERAL SHALE	BLACK LAKE MODULAR	
7	FABRIC AWNINGS		RED	
9	BROWN STUCCO		SMOOTH SAND, SWXXXX COLOR NEEDED	
10	PAINTED STEEL	PER GC	PAINTED STEEL, BLACK	STEEL AWNINGS



Parking

AREAS FOR PARKING	
Name	Area
WAREHOUSE USE	6,449 SF
OFFICE USE 2ND VESTIBULE	1,517 SF
OFFICE USE 2ND BOH	917 SF
RETAIL USE	36,804 SF
TOTAL	45,686 SF

PARKING CALCULATIONS:

ORDINANCE 10-19-5: NONRESIDENTIAL AREA REQUIREMENTS:

RETAIL STORES AND SHOPS:
1 SPACE FOR EACH 250 SF OF GROSS FLOOR AREA.

**BUSINESS OR PROFESSIONAL OFFICES:
1 SPACE FOR EACH 250 SF OF GROSS FLOOR AREA.**

WAREHOUSES:
1 SPACE FOR EACH 1,000 SF OF GROSS FLOOR AREA.

THUS:

RETAIL: $36,804 / 250 = 147.2$ SPACES
OFFICE: $2,434 / 250 = 9.7$ SPACES
WAREHOUSE: $5,726 / 1,000 = 5.7$ SPACES

TOTAL SPACES REQUIRED: 163

TOTAL SPACES PROVIDED ON PROPERTY: 112
(INCLUDES 5 ADA SPACES REQUIRED/PROVIDED)

TOTAL SPACES SHORT: 51

ADDITIONAL SPACES PROVIDED THROUGH RECORDED
SHARED PARKING AGREEMENT: 51

TOTAL SPACES PROVIDED/CREDITED: 163

PARKING REQUIREMENT SATISFIED.

SHARED PARKING NOTE:

PER ORDINANCE 10-19-8, SHARED PARKING FACILITIES MAY BE USED JOINTLY WITH PARKING FACILITIES FOR OTHER USES WHEN OPERATIONS ARE NOT NORMALLY CONDUCTED DURING THE SAME HOURS, OR WHEN PEAK USES VARY.

THE PROJECT IS UTILIZING SHARED PARKING WITH THE ADJACENT HOTEL PROPERTY PURSUANT TO A RECORDED SHARED PARKING AGREEMENT. THE AGREEMENT PROVIDES FOR SHARED USE OF FIFTY-ONE (51) PARKING SPACES, WHICH ARE INCLUDED IN THE TOTAL PARKING PROVIDED/CREDITED ABOVE.



Parking Shared with Hampton Inn



Increased Height Request

Atkinville Interchange Zone Plan Allowance:

- Maximum building height of 35 feet with architectural up to 45 feet.

Request:

- Building height of 37 feet 2 inches, architectural height of 39 feet 2 inches.

Previously approved:

- Hampton Inn & Suites - building height of 59 feet with architectural of 67 feet 10 inches.
- Professional office building (east) – building height of 50 feet.
- Home 2 Suites – building height of 46 feet 4 inches with architectural of 53 feet 5 inches.

Additional Requests

Atkinville Interchange Zone Plan Allowance:

- Hardware store less than 40,000 square feet.

Request:

- Hardware store 45,686 square feet.
- Applicant feels when this zone plan was approved “Hardware or home improvement store” was referring to a big box hardware store like Home Depot or Lowe’s. Buck’s Ace is approximately 60% hardware and 40% non-hardware items.

Exhibit 2-5 Atkinville Interchange Plan Area - Planned Development Zone Permitted Use Matrix.
Planning Areas 1.5, 1.6, 3.1, 4.1, 4.2, 5.1, 5.2, 6.1, and 6.2

Land Use	Land Use District							
	Commercial and Mixed Use				Employment		Other	
	VC1	VC2	MU	RV	EM1	EM2	MF	PF
General Commercial Uses (continued)								
Equipment rental (enclosed in building with no outdoor storage)	P	P	P	P	N	P	N	N
Fast food restaurants with drive-in or drive-through facilities	P	P	P	N	N	N	N	N
Fast food restaurants without drive-in or drive-through	P	P	P	N	N	N	N	N
Feed and tack store	N	N	N	N	N	N	N	N
Financial institutions with drive-thru	P	P	P	N	N	N	N	N
Florist shops	P	P	P	N	N	N	N	N
Food store (<40,000 square feet)	P	N	P	N	N	N	N	N
Furniture, carpet home furnishings, or home decorations store	P	P	P	N	N	N	N	N
Gasoline service station with or without car wash	P	P	P	N	C	C	N	N
Hardware or home improvement store (> 40,000 S.F.)	N	N	N	N	N	N	N	N
Hardware or home improvement store (< 40,000 S.F.)	N	N	P	N	N	N	N	N

Here are their non-Hardware:

Toys

Men's and Women's clothing

Housewares

Ice cream & Candy

Team Sports: Basketball, Baseball etc.

Home Goods

Sporting Goods: Camping, Hiking & Fishing

Additional Requests

PD-C City Code Standard:

- Residential buffer with a minimum 6' solid masonry wall.

Request:

- 6' block wall that continues along south of the property until it meets the south wall of the Ace building.



Recommendation

The Planning Commission held a public hearing on July 28, 2026, and recommended approval of this PD Amendment with a vote of 5-0 with the following condition:

1. That any signage along the west and south property lines facing the adjacent residential zone or Hampton Inn shall not be lit.

There were no public comments at this meeting.

Possible Motion

“I move that we recommend approval to the City Council for the PD Amendment for Buck’s Ace Sun River, Case No. 2026-PDA-009, based on findings listed in the staff report.”

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ATKINVILLE INTERCHANGE AREA ZONE PLAN PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 3.4 ACRES, APPROVING THE DESIGN AND SITE PLAN FOR A BUCK'S ACE BUILDING OF APPROXIMATELY 45,686 SQUARE FEET, GENERALLY LOCATED EAST OF ARROWHEAD CANYON DRIVE AND SOUTH OF HAVASU DRIVE (CASE NO. 2026-PDA-009).

(Buck's Ace Sun River)

WHEREAS, the property owner has requested an amendment to an approved PD-C (Planned Development Commercial) zone to allow the design and site plan for a new 45,686 sq. ft. Buck's Ace building on 3.4 acres located within the Mixed-Use area of the Atkinville Interchange Area Zone Plan; and

WHEREAS, the Planning Commission held a public hearing on July 28, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 5-0 vote, with the following condition:

1. That any signage along the west and south property lines facing the adjacent residential zone or Hampton Inn shall not be lit.

WHEREAS, the City Council held a public meeting on this request on August 20, 2026, to consider the Planned Development Amendment; and

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

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 approved planned development within the PD-C Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of Buck's Ace Sun River in Exhibit 'B'.

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

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, approval of a final site plan or construction drawings, or issuance of a building permit. In no event shall the effective date of this ordinance extend beyond eighteen (18) months of the date of adoption.

APPROVED AND ADOPTED by the St. George City Council, this 20th day of August 2026.

CITY OF ST. GEORGE:

ATTEST:

Jimmie B. Hughes, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

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

EXHIBIT "A"

Lot 803 of Sun River Commons Phase 8



EXHIBIT "B"





Agenda Date: 08/20/2026

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2026-068 amending Title 10-17A of the city code amending ADU (Accessory Dwelling Unit) regulations on lots exceeding 11,000 sq ft and clarifications on existing detached structures and health and safety codes. (Case No. 2026-ZRA-006 - Fence Setbacks).

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: City of St. George

Reference Number: 2026-ZRA-006

Address/Location:

N/A

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

Utah state SB 284 was approved in May of 2026 and will go into effect on October 1, 2026. The bill requires some relatively minor modifications to the city code. On July 28, 2026, the Planning Commission held a public hearing on the proposed amendment. No comments were received and the Planning Commission forwarded a positive recommendation with a 5-0 vote.

Staff Narrative (need/purpose):

During the 2026 State legislative session, the Utah Legislature approved SB 284. This bill requires cities to allow a detached Accessory Dwelling Unit (ADU) on lots that are at least 11,000 square feet, contain a single-family home, and where a single-family home is permitted use. The bill also requires cities to adopt regulations ensuring that detached ADUs comply with all applicable building, health, and fire codes, and to establish a process for converting an existing detached accessory structure into an ADU, subject to applicable health, safety, and setback requirements. St. George is already compliant with the bill's remaining provisions.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 28, 2026, the Planning Commission held a public hearing on the proposed amendment. No comments were received and the Planning Commission forwarded a positive recommendation with a 5-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/28/2026

CITY COUNCIL AGENDA REPORT: 08/20/2026

REQUEST:

During the 2026 State legislative session, the Utah Legislature approved SB 284. This bill requires cities to allow a detached Accessory Dwelling Unit (ADU) on lots that are at least 11,000 square feet, contain a single-family home, and where a single-family home is permitted use. The bill also requires cities to adopt regulations ensuring that detached ADUs comply with all applicable building, health, and fire codes, and to establish a process for converting an existing detached accessory structure into an ADU, subject to applicable health, safety, and setback requirements. St. George is already compliant with the bill's remaining provisions.

The following is an assessment of staff's proposed amendments:

AMENDMENT TO TITLE 10-17A-3(D): ZONING REGULATIONS – ACCESSORY DWELLING UNIT – SPECIFIC STANDARDS – EXHIBIT A

This section of the St George City municipal code deals primarily with how many ADU's may be on a single lot. This section is where staff has determined to be the best place to add the regulations allowing an ADU on lots 11,000 ft².

AMENDMENT TO TITLE 10-17A-3(J&K): ZONING REGULATIONS – ACCESSORY DWELLING UNIT – SPECIFIC STANDARDS – EXHIBIT A

These two sections do not exist currently. They are two proposed sections dealing with existing detached structures and health and safety codes.

BACKGROUND:

Prior to the comprehensive zoning code rewrite in 2019, guesthouses were allowed in single-family residential zones, but accessory dwelling units (ADUs) were not identified as a permitted use. As part of the 2019 zoning code rewrite, ADUs were added as a permitted use in single-family residential zones. In 2025, the City updated the ADU standards to the regulations currently in effect.

At the state level, the Legislature had been discussing ways to increase housing opportunities for several years. In 2019, the Legislature adopted SB 34, which required certain municipalities to identify strategies for providing moderate-income housing. Many cities, including St. George, determined that allowing ADUs was an effective strategy to increase the supply of housing while providing homeowners with an additional source of

income. In 2021, the Legislature adopted HB 82, which required municipalities to allow internal ADUs as a permitted use in residential zones. Because St. George had already allowed internal ADUs through its 2019 zoning code rewrite, the City was already in compliance with this requirement.

This year, the legislature approved SB 284 which mandated that municipalities allow a detached ADU on lots of 11,000 square feet or larger, that contains a single-family home if that home is allowed in the underlying zone. The bill also contained requirements that building, health and safety regulations are being adhered to and that there is a strategy for a property owner to convert a legally existing detached structure to be converted into an ADU. Staff have addressed the pertinent requirements from this bill. Legal staff have reviewed the proposed amendments and believe them to be sound.

Three sections of the code are affected or proposed in this proposed zoning regulation amendment:

1. 10-17A-3(D) – This section deals primarily with how many ADUs are allowed per lot. The idea here is to allow a second ADU on lots that are 11,000 ft² or greater. It was determined in the revisions last year that lots downtown could have two ADUs which isn't proposed to change.
2. 10-17A-3(J) – This is a newly proposed addition to 10-17A-3 which gives that path forward for existing, legally constructed detached structures to be converted to an ADU but require them to comply with the requirements of 10-17A-3.
3. 10-17A-3(K) – This section is also a newly proposed addition to 10-17A-3 and states that all accessory dwelling units must comply with all applicable building, health, and fire code.

Proposed Changes:

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

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

RECOMMENDATION:

On July 28, 2026, the Planning Commission held a public hearing on the proposed amendment. No comments were received and the Planning Commission forwarded a positive recommendation with a 5-0 vote.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the changes to Title 10-17A-3 as proposed by staff and contained in exhibit 'A', case no. 2026-ZRA-006, based on the findings listed in the staff report (and with the following modifications...)."

FINDINGS:

1. The proposed amendment brings the City's regulations into compliance with the requirements of SB 284.
2. The proposed amendment continues the City's long-standing practice of allowing accessory dwelling units in residential areas.
3. The proposed amendment maintains standards to help ensure accessory dwelling units are compatible with surrounding residential development.
4. The proposed amendment establishes a process for converting existing detached accessory structures into accessory dwelling units, as required by state law.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-17A-3(D)

10-17A-3:

ACCESSORY DWELLING UNIT – SPECIFIC STANDARDS:

An accessory dwelling unit shall meet the following additional standards:

A. *Ownership:* An accessory dwelling unit shall not be sold separately or subdivided from the single-family dwelling or lot unless compliant with subdivision regulations.

B. *Occupancy:* The city shall only permit an accessory dwelling unit when an owner-occupant lives on the property within either the single-family dwelling or accessory dwelling unit. Short-term rental of an accessory dwelling unit is not permitted.

C. The total number of residents that reside in an accessory dwelling unit may not exceed the number allowed for a “family” as defined in this title.

D. *Number of Accessory Units Per Lot or Parcel:* An accessory dwelling unit (ADU) shall be allowed only on Lots or parcels containing a single-family dwelling. ~~Only one (1) accessory dwelling unit or guesthouse shall be allowed on a lot or parcel. Within the Downtown Boundary, two (2) ADUs are allowed per lot.~~

1. One (1) accessory dwelling unit shall be permitted on any lot containing a single-family dwelling, subject to the standards of this section.
2. A second accessory dwelling unit may be permitted on:
 - a. Lots or parcels located within the Downtown Boundary; or
 - b. Lots or parcels containing at least eleven thousand (11,000) square feet, provided one (1) ADU is attached to the primary dwelling and one (1) ADU is detached.
3. A lot shall contain no more than two (2) accessory dwelling units.

E. *Not A Unit of Density:* Accessory dwelling units are not considered a unit of density and therefore are not included in the density calculation for residential property.

F. *Parking:* An additional off-street parking space is required for each ADU. Tandem parking is not allowed for accessory dwelling units. If an accessory dwelling unit is created within an existing

garage or carport, parking spaces contained therein shall be replaced elsewhere on the property if the loss of the parking space would cause the single-family dwelling to be noncompliant with the required parking standard.

G. Size and Location Requirements:

1. If located within or attached to a single-family dwelling:

a. *Entrance Locations:* Entrances to accessory dwelling units that are located within a single-family dwelling are permitted in the following locations:

- (1) An existing entrance to the single-family dwelling.
- (2) On the side or rear of the building. Stairs leading to an ADU in the basement are permitted to encroach into the side yard or rear yard up to four feet (4').
- (3) Exterior stairs leading to an entrance above the first level of the single-family dwelling must not be visible from the street.

2. If located in a detached accessory building, the following standards shall apply:

Detached Accessory Dwelling Unit Requirements		
Minimum Yard Setbacks	One (1) Story Structure	Rear Yard: Zero feet (0') from rear and side property lines Front, street side, and side: meet the single-family dwelling setbacks for the zone Minimum six foot (6') separation from any structure on the property
	Two (2) Story Structure	Meet the single-family dwelling setbacks for the zone, and maintain a minimum six foot (6') separation from any structure on the property
Size		Maximum: less than the gross floor area of the single-family dwelling
Height		Maximum: twenty-five feet (25')
Utility Easements		Shall not be located over a utility easement without prior written approval from the joint utility committee and an encroachment indemnification agreement approved by the city attorney

Detached Accessory Dwelling Unit Requirements	
Storm Water Drainage	Shall be constructed in a manner that will not divert storm water onto adjacent property

H. *Design:* A detached ADU in the rear yard that is shorter than the single-family dwelling does not need to match its design. All other ADUs shall match the roof form, materials, and color scheme of the single-family dwelling if they are:

1. In the side yard;
2. On a corner lot or double-frontage lot;
3. In front of the single-family dwelling;
4. In the rear yard and taller than the main house;
5. Attached to the single-family dwelling.

I. *Application Requirement:* Any homeowner who resides in a single-family dwelling and whose property is in a residential zone and desires an accessory dwelling unit is required to obtain an accessory dwelling permit. The accessory dwelling permit shall be in addition to any building permits that may be necessary to create the accessory dwelling unit. The applicant shall submit the following as part of the application for an accessory dwelling permit:

1. A site plan drawn accurately to scale that shows property lines and dimensions, the location of existing buildings and building entrances, any proposed building and its dimensions from buildings and property lines, and the location of parking stalls.
2. Detailed floor plans drawn to scale with labels on rooms indicating uses or proposed uses.
3. Written verification that the applicant is the owner of the property and has permanent residency in the existing single-family dwelling where the request is being made. A recorded deed restriction shall be required, acknowledging that the single-family dwelling will remain owner-occupied, for an accessory dwelling unit to be rented.
4. Rental dwelling business license.

J. *Existing Detached Structures:* An existing, legally constructed accessory structure may be converted to a detached accessory dwelling unit subject to meeting the requirements of this section.

K. *Health and Safety Codes:* All accessory dwelling units must comply with all applicable building, health, and fire codes.

EXHIBIT B

POWERPOINT PRESENTATION



DETACHED ADU AMENDMENT – SB 284

2026-ZRA-006

10-17A-3(D)

D. *Number of Accessory Units Per Parcel:* An accessory dwelling unit (ADU) shall be allowed only on Lots or parcels containing a single-family dwelling. ~~Only one (1) accessory dwelling unit or guesthouse shall be allowed on a lot or parcel. Within the Downtown Boundary, two (2) ADUs are allowed per lot.~~

1. One (1) accessory dwelling unit shall be permitted on any lot containing a single-family dwelling, subject to the standards of this section.
2. A second accessory dwelling unit may be permitted on:
 - a. Lots or parcels located within the Downtown Boundary; or
 - b. Lots or parcels containing at least eleven thousand (11,000) square feet, provided one (1) ADU is attached to the primary dwelling and one (1) ADU is detached.
3. A lot shall contain no more than two (2) accessory dwelling units.

10-17A-3(J)

J. *Existing Detached Structures:* An existing, legally constructed accessory structure may be converted to a detached accessory dwelling unit subject to meeting the requirements of this section.

10-17A-3(K)

K. *Health and Safety Codes:* All accessory dwelling units must comply with all applicable building, health, and fire codes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF TITLE 10-17A IN ORDER TO ENSURE COMPLIANCE WITH SB 284 PASSED BY THE STATE LEGISLATURE REQUIRING ALLOWANCE OF ADU'S ON 11,000 SQUARE FOOT LOTS WITH A SINGLE-FAMILY HOME. CASE NO. 2026- ZRA-006

WHEREAS, after consideration, the city council has determined that amending portions of Title 10-17A in order to ensure city code is in compliance with state regulations 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 28, 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 20, 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 20th 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-3(D)

D. *Number of Accessory Units Per Lot or Parcel*: An accessory dwelling unit (ADU) shall be allowed only on Lots or parcels containing a single-family dwelling. ~~Only one (1) accessory dwelling unit or guesthouse shall be allowed on a lot or parcel. Within the Downtown Boundary, two (2) ADUs are allowed per lot.~~

1. One (1) accessory dwelling unit shall be permitted on any lot containing a single-family dwelling, subject to the standards of this section.
2. A second accessory dwelling unit may be permitted on:
 - a. Lots or parcels located within the Downtown Boundary; or
 - b. Lots or parcels containing at least eleven thousand (11,000) square feet, provided one (1) ADU is attached to the primary dwelling and one (1) ADU is detached.
3. A lot shall contain no more than two (2) accessory dwelling units.

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-17A-3(J and K)

- J. *Existing Detached Structures:* An existing, legally constructed accessory structure may be converted to a detached accessory dwelling unit subject to meeting the requirements of this section.
- K. *Health and Safety Codes:* All accessory dwelling units must comply with all applicable building, health, and fire codes.