AMENDED 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, October 22, 2026, commencing at 5:00 p.m.

The purpose of the amended agenda is to change the language contained in the background for item 2a on the Consent Calendar.

The amended 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 of a purchase for computer replacements for the Police Department with Gov Connection, Inc.

BACKGROUND and RECOMMENDATION: This item is for the purchase of computer replacements for the Police Department. As part of the city's replacement program, city computers are refreshed every 5 years. This purchase is a part of the 5-year replacement cycle for the Police Department. The Police Department was recently awarded the FY26 COPS Technology and Equipment Program award to fund this purchase. A quote was received from Gov Connection, Inc. in the amount of $398,149.31 through Utah State Contract #MA4085. Staff recommends approval. Staff recommends approval.

b. Consider approval of the purchase of a Vac-Con Combination Hydro-excavation/cleaning truck for the Water Services Department from Cate Equipment Company.

BACKGROUND and RECOMMENDATION: The Vac-Con Combination Truck is used by the Irrigation Division on a daily basis for cleaning and hydro-excavation activities. The combination trucks in the Water Services Department are essential as they allow crews to excavate for a waterline repair prior to the area being marked for blue stakes, which is required for conventional excavation. This saves significant time, minimizes damage to infrastructure, and helps restore service sooner. A quote was received from Cate Equipment Company in the amount of $405,402.12 through State contract. Staff recommends approval.

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

BACKGROUND and RECOMMENDATION: This item is for a change order to the contract with Bonneville for the construction of the new Transit Facility. This change order adds the automotive equipment for the six maintenance bays that

is attached to the building or requires installation during construction. All of the equipment specifications were sent to the design team during the design phase, and the appropriate power requirements and related considerations are already accounted for. The proposed change order totals $663,239.24. This purchase was accounted for in the construction budget. Staff recommends approval.

d. Consider approval of an agreement to purchase a portion of real property (SG-MVF-11-142-A) from the Annika Rinehart Trust.

BACKGROUND and RECOMMENDATION: The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city negotiated a permanent solution to protect the floodway and sewer easement by agreeing to prepare an easement vacation and partial subdivision plan amendment for the newly configured property lines, allowing the property to retain its existing Open Space zoning and Floodplain designation, so the owners may apply to construct a detached garage on the parcel subject to compliance with all city requirements in exchange for the conveyance of 0.384 acres of the property to the City. The proposed garage is located outside the FEMA regulatory floodway and floodplain as well as outside the existing sewer easement. The cost of the easement vacation and partial subdivision plan amendment is $5,000 and is considered as the City's participation. Staff recommends approval.

e. Consider approval of an agreement with SISU Energy & Environmental, LLC for the installation of a Free Heat System for Millcreek II.

BACKGROUND and RECOMMENDATION: Millcreek II uses heat in its emissions-control process to reduce nitrogen oxide (NOx) emissions and maintain compliance with applicable environmental standards. The existing electric-heater vessel is nearing the end of its service life and is deteriorating. The proposed Free Heat System will use high-temperature turbine exhaust to supply the required process heat, reducing reliance on electric heaters.

f. Consider approval of an Interlocal Fence Agreement with Washington County regarding the Tortoise Fence in Divario.

BACKGROUND and RECOMMENDATION: The County and City need to enter into an interlocal fence agreement to address those lands in Divario that are adjacent to the Red Cliffs Desert Reserve and to be in harmony with the Habitat Conservation Plan. This interlocal fence agreement will address this issue and has already been adopted by the County. Staff recommends approval.

3. Consider approval of Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East. (Case No. 2026-PDA-021 - The Plastics Clinic (Riverbend Point))

BACKGROUND and RECOMMENDATION: The proposal is for a new, three-story 45,000 sq. ft. commercial building. The underlying general plan is COM (Commercial). At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0

with the following condition: 1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

4. **Consider approval of Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18. (Case No. 2026-PDA-019 - Ledges St George)**

   BACKGROUND and RECOMMENDATION: The proposal is to consider reallocating approved dwelling units in the Ledges PD-R zone. No increase in the total approved residential unit count is proposed. At their meeting held on September 22, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 6-0 vote; there were 20 comments from the public.

5. **Consider approval of Ordinance No. 2026-082 amending the Rusty Cliffs South Planned Development Traditional Neighborhood Zone on approximately 49.3 acres generally located on the east side of Highway 18 between 4100 North and 4400 North. (Rusty Cliffs South - Case No. 2026-PDA-020)**

   BACKGROUND and RECOMMENDATION: In January of 2026, the City Council approved a rezone on the property to PD-TNZ (Planned Development Traditional Neighborhood Zone). Since that time, the applicant has reevaluated the project and is proposing to make some changes. The revised plan includes a decrease in density and removes the commercial, live/work and stacked multi-family units. The Planning Commission held a public hearing on September 22, 2026 and received public comment from one adjacent property owner. The Planning Commission recommends approval of the application with a 5-0 vote.

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

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

8. **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

October 20, 2026
Date

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

Agenda Date: 10/22/2026 **Agenda Item Number:** 2a

Subject:

Consider approval of a purchase for computer replacements for the Police Department with Gov Connection, Inc.

Item at-a-glance:

Staff Contact: Greg Cunningham

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item is for the purchase of computer replacements for the Police Department. As part of the city's replacement program, city computers are refreshed every 5 years. This purchase is a part of the 5-year replacement cycle for the Police Department. The Police Department was recently awarded the FY26 COPS Technology and Equipment Program award to fund this purchase. A quote was received from Gov Connection, Inc. in the amount of $398,149.31 through Utah State Contract #MA4085. Staff recommends approval.

Staff Narrative (need/purpose):

Police department computers are over five-years old and in need of replacement to improve efficiency and better utilize tools at their disposal.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: $398,149.31

Amount approved in current FY budget for item: $450,000

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

funding source:

The funding source is coming from a federal appropriation awarded to the Police Department specifically for technology equipment.

Description of funding source:

Federal Appropriation for Public Safety

Recommendation (Include any conditions):

Staff recommends approval

Attachments

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Joshua Richiron
Phone: (800) 800-0019 ext. 33628
Fax: (603) 683-1210
Email: joshua.richiron@connection.com

25939138.01

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 10/19/2026
Valid Through: 11/5/2026
Account #: S02916

Customer Contact: Greg Cunningham **Phone:**
Email: greg.cunningham@sgcityutah.gov **Fax:** (435) 674-4269

QUOTE PROVIDED TO:	SHIP TO:
AB#: 2706612	AB#: 25583089
CITY OF ST GEORGE	**City of St. George**
ACCOUNTS PAYABLE	Greg Cunningham
61 South Main Street	Technology
St George, UT 84770	220 N 200 E
US	Suite C
	ST GEORGE, UT 84770
(435) 634-5800	(435) 627-4357

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	1,427.76 lbs	Net 30	MA4085

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our State of Utah Contract # MA4085. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	84	42247691	3000207704402.1	Cust. City of St. George Technology Pro Rugged 14 RB14250 Intel Ultra 5 135U 14"□ -	Dell Direct CTO/Systems	$ 2,361.37	$ 198,355.08
	2	14	42234687	3000207371812.1	Cust. City of St. George Pro Slim QCS1250 Intel Ultra 7 265 11 / 5□ -	Dell Direct CTO/Systems	$ 1,786.40	$ 25,009.60
	3	13	42234846	3000207378278.1	Cust. City of St. George Technology Pro 16 PC16250 Intel Ultra 7 255U 16" NT 11 / 5□ -	Dell Direct CTO/Systems	$ 1,542.61	$ 20,053.93
	4	11	42234847	3000207378407.1	Cust. City of St. George Technology Pro Micro Plus QBM1250 Intel Ultra 7 265 11 / 5□ -	Dell Direct CTO/Systems	$ 1,536.78	$ 16,904.58
	5	10	42234687	3000207371812.1	Cust. City of St. George Pro Slim QCS1250 Intel Ultra 7 265 11 / 5□ -	Dell Direct CTO/Systems	$ 1,786.40	$ 17,864.00
	6	13	42234846	3000207378278.1	Cust. City of St. George Technology Pro 16 PC16250 Intel Ultra 7 255U 16" NT 11 / 5□ -	Dell Direct CTO/Systems	$ 1,542.61	$ 20,053.93
	7	3	42234846	3000207378278.1	Cust. City of St. George Technology Pro 16 PC16250 Intel Ultra 7 255U 16" NT 11 / 5□ -	Dell Direct CTO/Systems	$ 1,542.61	$ 4,627.83
	8	62	42234847	3000207378407.1	Cust. City of St. George Technology Pro Micro Plus QBM1250 Intel Ultra 7 265 11 / 5□ -	Dell Direct CTO/Systems	$ 1,536.78	$ 95,280.36
	9				Dell Direct Lead Time: 3-5 Weeks ARO			$ -

Subtotal	**$ 398,149.31**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 398,149.31**

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Joshua Richiron
Phone: (800) 800-0019 ext. 33628
Fax: (603) 683-1210
Email: joshua.richiron@connection.com

25939138.01
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING
Date: 10/19/2026
Valid Through: 11/5/2026
Account #: S02916

Customer Contact: Greg Cunningham **Phone:**
Email: greg.cunningham@sgcityutah.gov **Fax:** (435) 674-4269

QUOTE PROVIDED TO:	SHIP TO:
AB#: 2706612	AB#: 25583089
CITY OF ST GEORGE	**City of St. George**
ACCOUNTS PAYABLE	Greg Cunningham
61 South Main Street	Technology
St George, UT 84770	220 N 200 E
US	Suite C
	ST GEORGE, UT 84770
(435) 634-5800	(435) 627-4357

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	1,427.76 lbs	Net 30	MA4085

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*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext

QUOTE TERMS AND CONDITIONS

Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection s Terms and Conditions of Sale available at: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale (the Agreement), which are incorporated by reference as if fully set forth in this Quote.

Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice . Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.

Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.

By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.

Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection s reasonable control. Orders are not binding until shipment or delivery.

Connection™
PUBLIC SECTOR SOLUTIONS
we solve IT™

ORDERING INFORMATION

GovConnection, Inc. DBA Connection
State of Utah Contract #: MA4085

Please contact your account manager with questions.

Ordering Address	Remittance Address
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	PO Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

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If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: **https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Please forward your Contract or Purchase Order to:
SLEDOPS@connection.com
QUESTIONS: Call 800-986-2289
FAX: 603.683.0374

Agenda Date: 10/22/2026 **Agenda Item Number:** 2b

Subject:

Consider approval of the purchase of a Vac-Con Combination Hydro-excavation/cleaning truck for the Water Services Department from Cate Equipment Company.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

The Vac-Con Combination Truck is used by the Irrigation Division on a daily basis for cleaning and hydro-excavation activities. The combination trucks in the Water Services Department are essential as they allow crews to excavate for a waterline repair prior to the area being marked for blue stakes, which is required for conventional excavation. This saves significant time, minimizes damage to infrastructure, and helps restore service sooner. A quote was received from Cate Equipment Company in the amount of $405,402.12 through State contract. Staff recommends approval.

Staff Narrative (need/purpose):

This equipment is essential to daily operations of the irrigation system. The vendor, Cate Equipment Company, holds the State of Utah Cooperative Contract for this equipment.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $405,402.12

Amount approved in current FY budget for item: $460,000

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

N/A

Description of funding source:

Funding through user rates

Recommendation (Include any conditions):

Staff Recommends approval of the purchase of a Vac-Con Combination Truck from Cate Equipment Company for the amount of $405,402.12

Attachments

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

PUR – Purchase Requisition Form

St.George
THE BRIGHTER SIDE

Requestor & Signer Information

Request Date
09/29/2026

Department *
Support Services

Division *
Fleet Maintenance

☑ PO Request ☐ BPO Request ☐ Request for Payment (Invoice Attached)

Requested By: *
JOSEPH ROBINSON

Requestor Email *
JOE.ROBINSON@SGCITYUTAH.GOV

9/29/2026
Signed by: JOSEPH ROBINSON 549E9B20ABB6435...

If your name does not appear in the list below, please just type it in.

Authorized Signer Name (up to $25,000) *
JEFF LANCE

Authorized Signer Email *
JEFF.LANCE@SGCITYUTAH.GOV

9/30/2026
Signed by: JEFF LANCE 9DF4C81B8D9D474...

Department Head Name (required over $25,000)
SCOTT TAYLOR

Department Head Email
SCOTT.TAYLOR@SGCITYUTAH.GOV

9/30/2026
Signed by: SCOTT TAYLOR C1555E565F674EB...

City Manager Name (required when any procurement policies are waived)

City Manager Email

Purchasing Rep. Name
INVOICES

Purchasing Rep. Email
INVOICES@SGCITYUTAH.GOV

9/30/2026
Signed by: Shelley Hester 6506E47724464EE...

Procurement Type

Contract Requirements *

- (●) This does NOT Require a contract
- ( ) Contract Drafted by the City's Legal Department
- ( ) Contract Drafted by vendor; reviewed & approved by City's Legal Department

City Council Approval Date (if applicable): *
10/01/2026 12:00:00 AM

Is this a Capital Purchase or Capital outlay Item? *
(●) Yes ( ) No

Budget Information (Only Required for Capital outlay Items):

Project Title or Location: *
FLEET YARD

Is the Total Amount Approved in the Budget? *
(●) Yes ( ) No

Budgeted Amount: *
$460,000.00

Will this item/Service be recieved/Completed before the fiscal year end? *
(●) Yes ( ) No

Procurement Type *
STATE / CO-OP CONTRACT

SHIP TO ADDRESS: *
931 E RED HILLS PKWY ST. GEORGE UT 84770

New or Existing Vendor? *
EXISTING PARTY

State Contract #: *
MA4814

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

Vendor Information (If not in list, select "NEW" and type in vendor info)

Vendor Name Legal Name
CATE EQUIPMENT SOLUTIONS

DBA Name

Vendor ID

Please provide the legal name of the vendor

DBA / Common Name

Address
2055 S PIONEER RD

City
SALT LAKE CITY

State
UT

Zip Code
84104

Country
United States

Is the Address correct?*
(•) Yes ( ) No

Purchase Details

QTY*	Description*	Account Code*	Project Code	Unit Cost*
1	VACCON COMBINATION TRUCK	10-5113-7400		$389,702.12
1	PREDELIVERY INSPECTION & SITE VISIT INSPECTION	10-5113-7400		$6,600.00

Comments / Special Instructions:
STATE CONTRACT #MA4814

Freight / Shipping Cost*
$9,100.00

Purchase Total
$405,402.12

If purchase exceeds $5,000, it is expected that a minimum of 3 bids/ quotes be obtained and attached.

Vendor 2

Quote Amount

Vendor 3

Quote Amount

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

General Attachments: (1)

Quotes - You can submit multiple documents with the same button. Please use the correct button for each type of document (Quotes should be uploaded using the Quotes button etc.) *

Purchasing Quote- From CATE EQUIPMENT SOLUTIONS requested by JOSEPH ROBINSON

Supporting Documents

PSA / Contract

Purchasing Only

Purchase Request Status	Rejection Reason
Received	

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

CATE EQUIPMENT COMPANY
Construction, Mining and Industrial Equipment
2055 South Pioneer Road
Salt Lake City, Utah 84104
Office: 801-973-2900

QUOTE

Number:	**KKP090726Brev1**
Customer #	**19166**

DATE: September 25, 2026
EXPIRES: 30 DAYS
SALESMAN: **Kolton Passey**
EMAIL: kpassey@cateequipment.com
CELL: **801-300-1815**

CUSTOMER:
St. George City (Irrigation)
Joe Robinson
931 E. Red Hills Pkwy.
435-627-4041
joseph.robinson@sgcityutah.gov

MAKE: **Vac-Con**
MODEL: **Combination Truck**
SERIAL: **TBD**
BILLING TERMS: **NET 30**

Quote Description	EXPIRES	SALESMAN	CATEGORY
Irrigation Department Combination Truck	10/25/26	KKP	2

QTY	DESCRIPTION	UNIT LIST	UNIT PRICE	EXT. PRICE
1.0	Vac-Con Combination Truck Standard Equipment Unless Otherwise Mentioned In Spec Sheet: Vacuum System V312/1500 LHA, Cyclone Separator, Non-Hydrostatic Blower Drive, Flat Style Rear Door, 10' Lay Flat Hose, Debris Tank 50 Degree Dumping, 60" Dump Height, Rear Bumper, Front Tow Hooks, Debri Body Flush, Vacuum Breaker, 8' Vacuum Intake w/ Tungsten Elbow, 4 Way Hydraulic Boom 270 Rotation, 600' Capacity Hose Reel Plus 200', 400' High Pressur Jet Rodder Hose, Two E-Stops, 60 GPM/2000 PSI Water Pump, Water Pump Drain, Aux Diesel Engine, 5 Year Pump Warranty, Water Tanks, Hose Guides (Tiger Tail), 10' Leader Hose, 20 GPM at 750 PSI Handgun Wash Down, Sanitary and Penetrator Nozzles, 20.5' Intake Pipes, LED/ICC Lighting, Fire Extinguiser, Emergency Triangles, 12 Month Standard Warranty, 5-Year Debris Tank Warranty, 10-Year Water Tank Warranty. See Attached for Specific Build Details. ***State Contract MA4814*** 	$ 717,808.00	$ 638,849.12	$ 638,849.12
	SUBTOTAL			$ 638,849.12
	Trade-In (If Applicable)			$ (239,147.00)
	Factory Visit			$ 4,500.00
	IN-BOUND FREIGHT CHARGES			$ 9,100.00
	PRE-DELIVERY INSPECTION & TRAINING			$ 2,100.00
	Discount Per Bryce			$ (10,000.00)
	DELIVERY AT NO CHARGE			
	SALES TAX NOT INCLUDED			
	TOTAL			$ 405,402.12

Notes: Cate Equipment is receiving frequent communication from our suppliers and manufacturers, regarding the impact of tariffs and market volatility. We are evaluating this information as we receive it and will do our best to minimize the impact as we pass these costs along to our customers. Be advised you will see a tariff surcharge line item on Invoices you receive from Cate. We are hopeful this added expense is short lived and we appreciate your understanding as we navigate these challenging times.

Quote Acceptance and Authorization to Proceed:

Signed: _____ **Date:** _____

Print Name: _____ **PO#** _____

THANK YOU FOR YOUR BUSINESS!

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

Cate Equipment
2055 South Pioneer Road
Salt Lake City, Ut 84104

Date 8/4/2026
Number 114715
Type of Quote Dual Engine Combination
PO

This is a SourceWell

Quote

Retail Purchaser: St George Irrigation
Retail ID #2616

Ship To Cate Equipment

Comments: (1) Reverse drive - Aux engine vacuum drive (3) No FEPTO (4) Hot shift PTO hydraulics (5) 3" Knife valve ilo of 2nd knife valve with camlock for customer pump off (6) 600'of jet plus an additional 200' for a total of 800'

Price excludes any applicable sales taxes, tag, title or registration fees.

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.
Option content is subject to engineering approval.

This quotation is valid for 30 **days** from the quotation date

Vac-Con module pricing on customer supplied chassis is valid for 120 days from date of purchase order.
Please consult factory if chassis ETA will surpass 120 days for pricing confirmation.

Model Number - V312/1500 L H A

Standard Equipment Includes:
Vacuum System (as specified by Model Number)
Cyclone Separator - Fan and PD Systems
Hydrostatic Blower Drive via FEPTO unless Transfer Case or PRO Selected - 98% Operating Efficiency
1/4" Corten Steel Debris Tank - (size as specified by model number)
Flat Style Rear Door with hydraulic door locks - Including open/close
5" Butterfly valve and 10' of lay-flat hose
Debris tank Dumping: minimum 50 deg., hydraulic telescopic lift Cylinder - power up/power down
60" Dump Height - Not Available with 15 cubic yard debris tank
Rear Bumper - Does Not Include Tow Hooks
Front Tow Hooks
Hinge type / Body Prop Permanently mount debris body prop
Debris Body Flush out - 8 Jet
Automatic Vacuum Breaker with Float Arm Assembly/Level Indicator and overï¬ll protection
Behind Cab Boom Support and Docking Station at Front Bumper
Behind Cab Boom Support and Docking Station at Front Bumper
8" vacuum intake hose
4 Way Hydraulic Boom with 270 Degree Rotation with Joystick Controls
Front mounted 600' capacity (1" hose) - Hydraulic Fixed Hose Reel
400' high pressure jet rodder hose
Two (2) Emergency Stop Button Locations: Operator Station and Mid-Body

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

60 gpm/2000 psi water pump system
Water Pump Remote Oil Drain - Quick disconnects
Water pump drive: Standard Aux Engine is GM 6.0L Gasoline, 172HP
5-year Water Pump Drive Warranty - See certificate for details
Auxiliary Engine Remote Oil Drain - Quick Disconnects
Cross-Linked Polyethylene Water Tanks
Full Length Steps on Lower Water Tanks for Maintenance Access
Water Tank Drain - 1/4 Ball Valve
Heavy Duty Manual Hose Rewind Guide with Dual Aluminum Rollers
Hose guide (Tiger Tail)
10' Leader Hose
20 gpm at 750 psi wash down handgun with 25' of hose and nozzle - 50' Capacity Hand Gun Hose will replace this standard option if selected.
Storage Box Behind Cab 16" x42" x 96" - Standard on all models except 3yd
1) each Sanitary and Penetrator Nozzles
Cooling Package - Air to Oil Heat Exchanger for Hydraulics and Transfer Cases, if applicable
Remote Lube Bank for Boom Rotator and Boom Lift Cylinders - Ground Level
20.5' aluminum intake pipe (1-3', 1-5', 1-6', and 1-6.5' nozzle)
LED/ICC lighting
Sherwin Williams Fast Clad High Solids Zinc Rich Primed, Sealed with Sherwin Williams Duraspar Epoxy Primer. Sherwin Williams Duraspar Polyurethane Single Stage Gloss and Textured Paint
5# Fire Extinguisher - In Cab
Set of Triangles
12-month standard warranty - see certificate for details
5-year debris tank warranty - see certificate for details
10-year water tank warranty - see certificate for details
Note: PD Blower will include a Final Filter - Steel Mesh

Main Information

Model	312/1500	$401,061.00
Blower	Hydrostatic Drive	$0.00
Boom	10' Aluminum Telescoping Boom with Pendant Control Station	$22,184.00
Hose Reel	Front Mounted, Articulating to Driver Side, 800' (1") Capacity (Std. Pivot)	$31,564.00
Jet Rodder Hose	800' x 3/4" Jet Rodder Hose - (non-continuous)	$2,885.00
Water System	50/3000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP	$94,875.00

Debris Body Options

Qty	Description	Cost	Total
1	6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)	$1,191.00	$1,191.00
1	6" Knife Valve, Lower Rear Door Mounted with Cam-Lock (Drain hose NOT included)	$3,263.00	$3,263.00
1	Debris tank drain screen placement - Rear door pump off	$0.00	$0.00
1	Debris tank drain screen placement - Standard drain valve	$0.00	$0.00
1	Electric Vibrator	$6,853.00	$6,853.00
1	Rear splash guard (2 - 10 O'clock) - tank mounted	$4,282.00	$4,282.00
1	Screen assembly over drain port in debris tank	$723.00	$723.00

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

Water System Options

Qty	Description	Cost	Total
1	50' Capacity Retractable Handgun Hose Reel	$3,323.00	$3,323.00
1	Air Purge System	$1,355.00	$1,355.00
1	Centrifugal Compressor Fan Flush Out System	$1,954.00	$1,954.00
1	Hydro excavation Package Includes: 50-foot handgun hose reel with 1/2" hose, 711-53686 72" 1/2" schedule 80 lance with single forward spray nozzle, Storage tubes for lances, Heavy duty unloader valve, Main control ball valve, Variable flow valve	$10,420.00	$10,420.00

Misc Machine Options

Qty	Description	Cost	Total
1	Automatic Lube Kit for Centrifugal Compressor	$4,585.00	$4,585.00
1	Automatic Lube System - in addition to manual remote grease options (Vac-Con Module)	$6,511.00	$6,511.00
1	Grease Assembly Articulating Hose Reel	$1,788.00	$1,788.00
1	Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW	$819.00	$819.00
1	Rear Bumper Assembly	$2,859.00	$2,859.00
1	Rear Mounted Tow Hooks	$573.00	$573.00
1	Remote Boom Grease Assembly (Ground Level - includes water pump drive) - If Applicable	$3,871.00	$3,871.00
1	Remote Debris Tank Grease Assembly (Ground Level)	$4,171.00	$4,171.00
1	Tungsten Infused Carbide Boom Elbow and Reducer (Only available on 8" Booms)	$6,985.00	$6,985.00

Qty	Description	Cost	Total
1	Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge	$7,780.00	$7,780.00
1	Transfer Case (Required for PRO Reel)	$21,735.00	$21,735.00

Lighting Options

Qty	Description	Cost	Total
1	LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 500 Series TIR6 01-0663507129E - Amber	$3,099.00	$3,099.00
1	LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow	$6,040.00	$6,040.00
1	LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Work light	$1,192.00	$1,192.00
2	LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Work light	$1,192.00	$2,384.00
1	LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard. When (1) is selected, C/S is standard	$1,503.00	$1,503.00
2	Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L31HAF LED Beacon with Whelen BGH Branch Guard. When (1) is selected, D/S is standard	$1,503.00	$3,006.00

Electrical Options

Qty	Description	Cost	Total
1	6 Way Pendant Control Station (Spare)	$830.00	$830.00
1	Body Load Limit Alarm, Level Indicator	$1,107.00	$1,107.00
1	Front Hose Reel Camera Placement - To View in Front of Hose Reel Area	$894.00	$894.00
1	Low Water Alarm with Light	$824.00	$824.00
1	Rear Camera Placement	$894.00	$894.00

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1	Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump.	$7,528.00	$7,528.00
1	Traffic Camera with Color Monitor - MUST PICK CAMERA PLACEMENT-Pick up to FOUR cameras maximum	$2,037.00	$2,037.00

Misc Accessories

Qty	Description	Cost	Total
1	Catwalk and D rings for boom hose maintenance. See Selby	$4,500.00	$4,500.00
1	Electronic Vac-Con Manual (Thumb Drive), spare	$324.00	$324.00
1	Folding Pipe Rack (3), Mtd Rear Door (no charge)	$0.00	$0.00
1	Folding Pipe Rack (3), Tank Mtd, Curbside	$4,161.00	$4,161.00
1	Reverse Drive: Aux Engine Drives Vacuum, Transmission mounted PTO for hydraulics, Water Pump on Transfer Case	$19,954.00	$19,954.00

Pipe Storage Racks

Qty	Description	Cost	Total
1	Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.	$305.00	$305.00

Paint

Qty	Description	Cost	Total
1	Paint Module: Single-Stage Polyurethane White (white is standard unless otherwise specified. Sherwin Williams code: 940813)	$0.00	$0.00
1	Reflective Striping, Other than standard colors	$1,116.00	$1,116.00

Paint Notes Reflective stripe package - Purple 692-5212 MMM

Mounting	$8,500.00
Subtotal	**$717,808.00**
Less Discount	- 78,958.88
Unit Total	**$638,849.12**
Chassis Total	$0.00
Machine Total	$638,849.12
Delivery Cost	$9,100.00
PDI & Training	$2,100.00
Factory Visit	$4,500.00
Trade-In	($239,147.00)
Additional Discount per BR	($10,000.00)
Total	**$405,402.12**

Offered by: Mike Pellecchia __

Accepted by: _____

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA

FY 2026-27 Budget
Enterprise Funds - Water Utility Fund

Summary of Capital Outlay	FY 2027 Dept. Request	FY 2027 Proposed	Division
City Creek Wells	200,000	200,000	Source of Supply
Gunlock Wells	750,000	750,000	Source of Supply
Millcreek Wells	50,000	50,000	Source of Supply
Snow Canyon Wells	50,000	50,000	Source of Supply
The Ledges Wells	100,000	100,000	Source of Supply
(I4)Graveyard Reservoir	9,000,000	9,000,000	Irrigation
(SC30) 18-inch Desert Canyons Transmission Line	100,000	100,000	Irrigation
(SC38) 12-inch Desert Canyons Distribution Loop	200,000	200,000	Irrigation
(SC39) 18-inch Desert Canyons Transmission Line	650,000	650,000	Irrigation
(SC41) 24-inch Desert Canyons Tank Feed Line	600,000	600,000	Irrigation
(SS4) 1.5 MG Stone cliff Storage Tank	100,000	100,000	Irrigation
Bloomington Hills Irrigation Pumps	10,000	10,000	Irrigation
Canyon's Complex Pump Station	12,000	12,000	Irrigation
Entrada Pump Station	30,000	30,000	Irrigation
Entrada Storage Pond	565,000	565,000	Irrigation
George Washington BLVD Phase II	150,000	150,000	Irrigation
Graveyard Pump Station	6,000	6,000	Irrigation
Hamblin Parkway Irrigation Line	970,000	970,000	Irrigation
Ivins Pump Station (Re-use)	6,000	6,000	Irrigation
Little Valley Pump Station	10,000	10,000	Irrigation
Little Valley Pump Station Supply line.	30,000	30,000	Irrigation
New Meter Pits	30,000	30,000	Irrigation
Sandberg Pump Station	10,000	10,000	Irrigation
Scada System Upgraders and Maintenance	15,000	15,000	Irrigation
Sunbrook #2.	40,000	40,000	Irrigation
Sunbrook Pump Station	15,000	15,000	Irrigation
Vac-Con Truck	460,000	460,000	Irrigation
1.5 Ton Dump Truck	95,000	95,000	Transmission & Distribution
1.5 Ton Service Truck	120,000	120,000	Transmission & Distribution
10 Wheel Dump Truck #2	250,000	250,000	Transmission & Distribution
Bloomington Hydrant Replacement	50,000	50,000	Transmission & Distribution
C8 Indian Hills Transmission Line	718,000	-	Transmission & Distribution
Cathodic Pipeline Protection	10,000	10,000	Transmission & Distribution
Desert Dr. Water Line Replacement	125,000	125,000	Transmission & Distribution
GPS Tablets	25,000	25,000	Transmission & Distribution
Industrial Tank	1,500,000	1,500,000	Transmission & Distribution
Line Locator	15,000	15,000	Transmission & Distribution
Mall Dr Motor Replacement	55,000	55,000	Transmission & Distribution
Meter / Endpoint / Register	450,000	450,000	Transmission & Distribution
P2 Indian Hills Pumpstation	943,000	-	Transmission & Distribution
P3 Airport Redevelopment (Tech Ridge) Pump Station	1,319,000	-	Transmission & Distribution
Poly Service Replacement	40,000	40,000	Transmission & Distribution
Pressure Reducing Station Rebuild	100,000	100,000	Transmission & Distribution
Regional Pipeline Payment	722,000	722,000	Transmission & Distribution
S4 Country Club Tank Replacement	2,500,000	2,500,000	Transmission & Distribution
S5 Airport Redevelopment (Tech Ridge) Tank	2,378,000	-	Transmission & Distribution
Scada System	15,000	15,000	Transmission & Distribution
Snow Canyon 16" Water Line Replacement	600,000	600,000	Transmission & Distribution
Stone Cliff Lower Pump Station	500,000	500,000	Transmission & Distribution
UDOT Bluff St. Line Replacement	25,000	25,000	Transmission & Distribution
Vacuum Truck Replacement	390,000	390,000	Transmission & Distribution

Docusign Envelope ID: 3940EEA1-B751-8FDC-8181-BBA8243E86EA
Docusign Envelope ID: 13BAE8A6-83B1-4185-B73A-994275672C57

Contract # MA4814

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Cate Equipment Solutions, LLC
Name
2055 S Pioneer Road
Address
Salt Lake City | Utah | 84104
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- X For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Paul McMillan Phone #801-641-1308 Email pmcmillan@cateequipment.com
Vendor #VC0000278748 Commodity Code #221, 2210

2. CONTRACT PORTFOLIO NAME: Heavy Equipment for Purchase

3. PROCUREMENT: This contract is entered into as a result of Solicitation #RM25-4.

4. CONTRACT PERIOD: Effective Date: February 12, 2025 Termination Date: February 11, 2030 unless terminated early or extended in accordance with the terms and conditions of this contract.

5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): All pricing must be guaranteed for one year including the purchase price and option prices. All price discount percentages are guaranteed for the life of the contract.

6. Administrative Fee, as described in the Solicitation and Attachment A: **0.25%.**

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Award Categories
ATTACHMENT D: Cost Sheet
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by: Paul McMillan
DF30327A71D34AA...
Contractor's Signature

Paul McMillan | Territory Manager | 2/10/2025
Print Name | Title | Date

STATE

DocuSigned by:
C388E9DAC528424...
Director, Division of Purchasing

2/12/2025
Date

Contract Manager can be found at www.statecontracts.utah.gov on the contract landing page.

(Revised 8/12/2024)

Agenda Date: 10/22/2026 **Agenda Item Number:** 2c

Subject:

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

Item at-a-glance:

Staff Contact: Carlos Robles

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

433 East Bringham Rd

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

This item is for a change order to the contract with Bonneville for the construction of the new Transit Facility. This change order adds the automotive equipment for the six maintenance bays that is attached to the building or requires installation during construction. All of the equipment specifications were sent to the design team during the design phase, and the appropriate power requirements and related considerations are already accounted for. The proposed change order totals $663,239.24. This purchase was accounted for in the construction budget. Staff recommends approval.

Staff Narrative (need/purpose):

The new Suntran Facility will be used to serve all Suntran routes in the community. This facility will include six maintenance bays, office space, a fueling station, and parking for customers and the city's bus fleet. Bonneville Builders received the construction contract in September 2025, and construction began later that year. The project remains on schedule, with completion anticipated in December 2026. The proposed change order includes all automotive equipment required for the maintenance bays. The cost of the proposed change order is $663,239.24.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $663,239.24

Amount approved in current FY budget for item: $663,239.24

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

Public Transit Fund - State Grant for Zion Route

Description of funding source:

State Grant for Zion Route

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

Bonneville BUILDERS

PotentialCO #026

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

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

Potential Change Order #026: Automotive Equipment

TO:	CITY OF SAINT GEORGE 61 S Main St St. George,, Utah 84770	**FROM:**	Bonneville Builders, LC 8610 South Sandy Parkway Suite 210 Sandy, Utah 84070
PCO NUMBER/REVISION:	026 / 0	**CONTRACT:**	1 - Standard Project Template Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Cassie Wells **(Bonneville Builders, LC)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	10/1/2026
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$663,239.24

POTENTIAL CHANGE ORDER TITLE: Automotive Equipment

CHANGE REASON: Owner directive/request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #053 - Automotive Equipment
Automotive Equipment Scope

This change order is to add the automotive equipment into Bonneville Builders scope. Only the items inlcuded on the proposal are included. It has been discussed that all of the equipment was sent to the design team during the design phase and the appropriate power etc is accounted for. Bonneville is directly subcontracting with Automotive Equipment of Nevada per the city request for the complete scope per their proposal, Bonneville is also decreasing its fee from 10% to 5% with the agreement being if there are any scope gaps/design issues, schedule issues/delays from Automotive Equipment of Nevada then it would be a direct cost via change order to the owner. (any issues at all)

this does not include painting any materials, pathways from A&E as this was awarded after painting these areas.

ATTACHMENTS:

Bonneville SunTran Quote 09022026revB.pdf

#	Cost Code	Description	Type	Amount
1	11-110000 - Equipment	Automotive Equipment	Other	$631,656.42
			Subtotal:	**$631,656.42**
			OH&P (5.00% Applies to All Line Items):	$31,582.82
			Grand Total:	**$663,239.24**

TIM CHRISTENSEN (FFKR ARCHITECTS SAINT GEORGE)

Signed by: TIM CHRISTENSEN 10/2/2026
C748FE8AEC1047E...

SIGNATURE **DATE**

CITY OF SAINT GEORGE

61 S Main St
St. George,, Utah 84770

SIGNATURE **DATE**

Bonneville Builders, LC

8610 South Sandy Parkway Suite 210
Sandy, Utah 84070

DocuSigned by: SHAWN MCCARLEY 10/1/2026
B56707B13D7347E...

SIGNATURE **DATE**

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

AUTOMOTIVE EQUIPMENT OF NEVADA

NV License #0086133 & 0086134
1650 Helm Dr, Ste 500, Las Vegas, NV 89119

PROJECT PROPOSAL:
Bonneville Builders - Suntran
Attn: Andrew Skwiot
Proposal # 09022026II003revB
9/30/2026

Bid Limit: $1,500,000

PRESENTED BY: ROBERT SELTZER
702.533.0323

BUDGET SUMMARY / DEPOSIT SCHEDULE

CATEGORY	COST	DEP %	REQ. DEPOSIT	NOTES
Vehicle Exhaust System	$ 40,434.93	25%	$ 10,108.73	
Vehicle Lifts	$ 217,004.11	25%	$ 54,251.03	
Oil Storage Tanks	$ 26,098.68	25%	$ 6,524.67	
Lube/Evac Pumps	$ 19,434.99	25%	$ 4,858.75	
Reel Banks	$ 58,583.42	25%	$ 14,645.85	
Compressed Air Equipment	$ 27,816.49	25%	$ 6,954.12	
Parts Department	$ 56,130.24	50%	$ 28,065.12	
Parts Department Permits	$ -	25%	$ -	
Work Benches	$ 3,731.32	25%	$ 932.83	
Parts Washer	$ 23,041.58	25%	$ 5,760.40	
Windstorm Fans Equipment	$ 15,213.21	25%	$ 3,803.30	
Hunter Equipment	$ 50,569.63	25%	$ 12,642.41	
Equipment Installations	$ 93,597.83	25%	$ 23,399.46	
GRAND TOTAL =	**$ 631,656.42**		**$ 171,946.66**	

NOTES:
> NO DRAWINGS, ENGINEERING, PERMITS, PERMIT HANDLING, FEES OR INSPECTIONS INCLUDED UNLESS SPECIFICALLY ITEMIZED
> ALL QUOTES AND EQUIPMENT SELECTIONS TO BE REVIEWED PRIOR TO ORDERING
> ALL INSTALLATIONS SUBJECT TO BUILDING AND FIRE DEPARTMENT APPROVAL
> PLEASE SEE SCOPE OF WORK AND REVIEW WITH OWNERS GC
> REEL INSTALLATION EXLUDES SPECIAL ENGINEERING IF REQUIRED FOR ATTACHMENT
> ALL PRICES SUBJECT TO FACTORY INCREASES AND STEEL SURCHARGES

DATE: _____ NAME: _____

SIGNATURE: _____

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AUTOMOTIVE EQUIPMENT OF NEVADA

NV License #0086133 & 0086134
1650 Helm Dr, Ste 500, Las Vegas, NV 89119

PROJECT PROPOSAL:
Bonneville Builders - Suntran
Attn: Andrew Skwiot
Proposal # 09022026II003revB
9/30/2026

Bid Limit: $1,500,000

PRESENTED BY: ROBERT SELTZER
702.533.0323

VEHICLE EXHAUST SYSTEM

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
				Exhaust System		
12		Eurovent	ALU-13 HD	Aluminum Exhaust Rail - 13'		
12		Eurovent	TL-230A	Rail Connecting Flange		
4		Eurovent	FL-230A	Flanged Stop		
2		Eurovent	ALU-3FT-VTAP-HD	Rail to Vent Connection with 3' Rail		
2		Eurovent	OF-VENT-SIDE-HD	Rail to 12" Horizontal Duct Connection		
18		Eurovent	CB-CMA	Adjustable Ceiling Bracket		
18		Eurovent	CB-RM	Rail Mount Ceiling Bracket		
18		Eurovent	CB-T3669	36" - 69" Adjustable Mounting Tube		
4	Black	Eurovent	CSA-ARL-6	Slide Crab/ Hose Reel w/hose		
4		Eurovent		2039 Tailpipe Adapter 6" - 662 Degrees F		
1		Eurovent	VUSF-12-55	2.0 HP Exhaust Fan - 3 Phase//(208/230/460) Volt		
1		Eurovent	VIS-12	Vibration Isolators		
1		Eurovent	FAN-FLEX	Fan Inlet Flex Connection		
1		Eurovent	VUSF-IN	VUSF Inlet Transition Duct Piece		
1		Eurovent	VUSF-OUT	VUSF Fan Outlet Transition Piece		
1		Eurovent	5HP460V-3	Motor Starter - On/Off Push Button Operation		
1		Eurovent		Total for Exhaust System	$ 34,628.15	$ 34,628.15
				ESTIMATED FREIGHT =	**$**	**3,250.00**
				SUBTOTAL =	**$**	**37,878.15**
				ESTIMATED SALES TAX =	**6.7500%**	**$ 2,556.78**
				TOTAL =	**$**	**40,434.93**

NOTES:
SUPPLY ONLY

VEHICLE LIFTS

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
12			MCHM419U100BK - set of 4 order 3 sets	Rotary FLEXMAX 18,800lb Mobile Column	$ 15,325.10	$ 183,901.20
2				22" Long Rear Forks - derates column to 12,000lbs	$ 1,882.76	$ 3,765.52
						$ -
				ESTIMATED FREIGHT =	**$**	**15,615.82**
				SUBTOTAL =	**$**	**203,282.54**
				ESTIMATED SALES TAX =	**6.7500%**	**$ 13,721.57**
				TOTAL =	**$**	**217,004.11**

NOTES:

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

OIL STORAGE TANKS

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1		Superior	TBD	500 Gal Oil/ATF Tank, 2-Compartment (400/100 Gal Split)	$ 7,321.22	$ 7,321.22
1		Superior	TBD	120 Gal Tank Oil/ATF	$ 2,649.11	$ 2,649.11
1		Roth	DWT110A	110 Gal Tank WWF	$ 1,326.25	$ 1,326.25
1		Superior	TBD	500 Gal Waste Oil Tank	$ 6,798.27	$ 6,798.27
1		AEN	TM3+Valworx	Overflow Shutoff System (1 per waste tank)	$ 1,792.56	$ 1,792.56
1		BJE	7670	Overflow Alarm (1 per waste tank)	$ 444.00	$ 444.00
1			RAAS-38131-55 + local hoses	Waste Oil Redirect System with hoses	$ 917.00	$ 917.00
						$ -
				ESTIMATED FREIGHT =	**$**	**3,200.00**
				SUBTOTAL =	**$**	**24,448.41**
				ESTIMATED SALES TAX =	**6.7500%**	**$ 1,650.27**
				TOTAL =	**$**	**26,098.68**

NOTES:

LUBE/EVAC PUMPS

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
2		Graco	24E166	Waste Oil Pump	$ 2,218.44	$ 4,436.88
2		Graco	133545	Filter/Regulator	$ 458.85	$ 917.70
6		Graco	108458	Shut Off Kit	$ 94.56	$ 567.36
3		Graco	225852	Fresh Oil Supply Pump	$ 1,424.43	$ 4,273.29
3		Graco	237893	Fresh Oil Thermal Relief Kit	$ 257.75	$ 773.25
7		Graco	15C502	Downtube	$ 94.56	$ 661.92
3		Graco	110150	Filter/Regulator/Lubricator	$ 458.85	$ 1,376.55
1		Graco	244680	WWF Pump	$ 3,207.96	$ 3,207.96
1		Graco	225014	Fireball 300 50:1 Stationary Supply Package	$ 1,584.00	$ 1,584.00
1		Graco	109075	Adjustable Grease Regulator	$ 116.11	$ 116.11
1			COPN-8804GK	Tamper Resistant Regulator	$ 196.50	$ 196.50
1		Graco	110224	Grease Air Shut Off Valve	$ 94.56	$ 94.56
				ESTIMATED FREIGHT =	**$**	**-**
				SUBTOTAL =	**$**	**18,206.08**
				ESTIMATED SALES TAX =	**6.7500%**	**$ 1,228.91**
				TOTAL =	**$**	**19,434.99**

NOTES:

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

REEL BANKS

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
12	Black	Graco	SDL25D	LP Hose Reel (3/8") — Air & WWF	$ 668.72	$ 8,024.64
4	Black	Graco	24Y863	Electric Cord Reel	$ 680.69	$ 2,722.76
4	Black	Graco	SDM65D	Transmission/ATF Fluid Reel	$ 786.83	$ 3,147.32
4	Black	Graco	24N686	Power Reel Mounting Plate	$ 150.42	$ 601.68
8	Black	Graco	SDM65D	Oil Reel (MP)	$ 786.83	$ 6,294.64
4	Black	Graco	SDH55D	Grease Reel (HP)	$ 1,009.47	$ 4,037.88
4	Black	Graco	SDL65D	1/2" Air Hose Reel (standalone)	$ 748.52	$ 2,994.08
28		Graco	218549	Low/Medium Pressure Hose Inlet Kit	$ 85.79	$ 2,402.12
4		Graco	218550	High Pressure Inlet Kit (Grease)	$ 150.42	$ 601.68
8		Graco	24A937	4 Reel Mounting Channel (2 per 8-reel bank)	$ 472.42	$ 3,779.36
28		Graco	108458	LP/MP Fluid Shut Off Valve	$ 94.56	$ 2,647.68
4		Graco	202869	Grease Shut Off Valve	$ 201.89	$ 807.56
4		Graco	224872	Grease Dispense Valve	$ 440.50	$ 1,762.00
4		Graco	24A934	Single Reel Mounting Bracket	$ 193.12	$ 772.48
12		Graco	26C384	ATF/Oil Meter — Preset, 8 gpm, Rigid Tip	$ 1,169.07	$ 14,028.84
4		Alemite	BSWA321	Water Bib for WWF	$ 63.59	$ 254.36

ESTIMATED FREIGHT =	**$**		**-**
SUBTOTAL =	**$**		**54,879.08**
ESTIMATED SALES TAX =		**6.7500%**	**$ 3,704.34**
TOTAL =	**$**		**58,583.42**

NOTES:

COMPRESSED AIR EQUIPMENT

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1		FS Curtis	ML15+ Duplex	15hp Duplex Pressure Lubricated Air Compressor	$ 21,062.47	$ 21,062.47
1		FS Curtis	RNPX150	Air Dryer	$ 4,495.13	$ 4,495.13

ESTIMATED FREIGHT =	**$**		**500.00**
SUBTOTAL =	**$**		**26,057.60**
ESTIMATED SALES TAX =		**6.7500%**	**$ 1,758.89**
TOTAL =	**$**		**27,816.49**

NOTES:

PARTS DEPARTMENT

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1		Borroughs		Parts Department per Layout dated 3/30/2026	$ 42,393.52	$ 42,393.52

ESTIMATED FREIGHT =	**$**		**10,187.50**
SUBTOTAL =	**$**		**52,581.02**
ESTIMATED SALES TAX =		**6.7500%**	**$ 3,549.22**
TOTAL =	**$**		**56,130.24**

NOTES:

Waiting on new quote from a different supplier due to Borroughs issues at another City of St. George project.

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

PARTS DEPARTMENT PERMITS

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE

NOT INCLUDED IN THIS PROPOSAL

ESTIMATED FREIGHT =	$		-
SUBTOTAL =	$		-
ESTIMATED SALES TAX =		6.7500%	$ -
TOTAL =	$		-

NOTES:

WORK BENCHES

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
6	Black	Rousseau	R5MEB-2111	Wall Mounted Storage Cabinet 36"Wx14"Dx21"H	$ 457.23	$ 2,743.38

ESTIMATED FREIGHT =	$		752.00
SUBTOTAL =	$		3,495.38
ESTIMATED SALES TAX =		6.7500%	$ 235.94
TOTAL =	$		3,731.32

NOTES:
SUPPLY ONLY, CUSTOMER TO INSTALL

PARTS WASHER

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1		Aaladin	2085TE	2085TE Aaladin Parts Washer (230V/3ph)	$ 17,353.24	$ 17,353.24
1		Aaladin	KPW-0009-1	Why Worry About It Package	$ 1,731.38	$ 1,731.38
						$ -

ESTIMATED FREIGHT =	$		2,500.00
SUBTOTAL =	$		21,584.62
ESTIMATED SALES TAX =		6.7500%	$ 1,456.96
TOTAL =	$		23,041.58

NOTES:
Aaladin (and other parts washer manufacturers) typically only cover parts under warranty. Labor/travel for warranty work may be billed to customer.

WINDSTORM FANS EQUIPMENT

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
2		Eurovent	WC5-14LV	Windstorm Fan (14ft diameter, 115V/1ph)	$ 6,018.34	$ 12,036.68
1		Eurovent	WSTS-3	Fan Control Panel	$ 464.57	$ 464.57
						$ -

ESTIMATED FREIGHT =	$		1,750.00
SUBTOTAL =	$		14,251.25
ESTIMATED SALES TAX =		6.7500%	$ 961.96
TOTAL =	$		15,213.21

NOTES:
SUPPLY ONLY

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

HUNTER EQUIPMENT

QTY	COLOR	VENDOR	PART #	DESCRIPTION	PRICE	EXTENDED PRICE
1			RFW12	Road Force Balancer w/ TDC Laser and Wheel Lift	$ 20,711.64	$ 20,711.64
1			TCX59PRO	Tire Changer	$ 17,906.13	$ 17,906.13
1			20-2045-1	TCX59PRO Wheel Lift	$ 1,340.05	$ 1,340.05
1				Hunter EU Surcharge	$ 2,886.92	$ 2,886.92
1				Hunter Balancer Surcharge	$ 677.28	$ 677.28

ESTIMATED FREIGHT =	**$**		**3,850.00**
SUBTOTAL =	**$**		**47,372.02**
ESTIMATED SALES TAX =	**6.7500%**	**$**	**3,197.61**
TOTAL =	**$**		**50,569.63**

NOTES:

EQUIPMENT INSTALLATIONS

CATEGORY	COST
LIFT INSTALLATION	$ -
LUBRICATION INSTALLATION	$ 62,710.00
AIR COMPRESSOR INSTALLATION	$ 25,590.00
WORK BENCH INSTALLATION	$ -
HUNTER INSTALLATION	$ -
PARTS BIN INSTALLATION	$ -
TAILPIPE EXHAUST SYSTEM INSTALLATION	$ -
PARTS WASHER INSTALLATION	$ 875.00
WINDSTORM FANS INSTALLATION	$ -
PROJECT MANAGEMENT OVERHEAD (2.5%)	$ 2,634.75
ESTIMATED TAX ON INSTALLATION MATERIALS	$ 1,788.08
TOTAL =	**$ 93,597.83**

NOTES:

SEE SCOPE OF WORK

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

AUTOMOTIVE EQUIPMENT OF NEVADA

NV License #0086133 & 0086134
1650 Helm Dr, Ste 500, Las Vegas, NV 89119

PROJECT PROPOSAL:
Bonneville Builders - Suntran
Attn: Andrew Skwiot
Proposal # 09022026II003revB
9/30/2026

Bid Limit: $1,500,000

PRESENTED BY: ROBERT SELTZER
702.533.0323

LIFT INSTALLATION

Supply Only - End User to receive and set up

LUBRICATION INSTALLATION

- Receive and unload tank and lube equipment shipments.
- Fabricate and install four (4) truss mounted reel brackets.
- Install four (4) banks of open Graco reels consisting of (2) motor oil, (1) ATF, (2) 3/8" compressed air, (1) windshield wash fluid, (1) grease, (1) electric reel and accessories.
- Install four (4) wall mounted 1/2" air reels and accessories.
- Connect electrical reels to GC provided appropiately sized outlets within 18" of reels.
- Install and test twelve (12) ATF/oil meters.
- Install two (2) waste oil pumps and accessories.
- Install waste oil redirect system to pump waste oil from tank to heater.
- Install three (3) fresh oil/ATF supply pumps and accessories.
- Install one (1) WWF pump and accessories.
- Install one (1) grease drum pump with accessories.
- Install five (5) tank accessory packages (tank trim).
- Install and connect waste tank overflow shutoff system and overflow alarm.
- Train technicians at opening.

Notes:

- All Lube Equipment and Tanks quoted on separate proposal
- AEN to supply all shut off valves for the reels and the lube pumps.
- AEN to supply the air quick couplers for the reels and wall air outlets.
- AEN to supply shut off valves for the Waste Oil plumbing.
- Reels shall be mounted flush to the bottom of trusses, no drop down brackets included.
- No water piping or electrical work included.

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

AIR COMPRESSOR INSTALLATION

- Set and install one (1) 15-HP FS Curtis Duplex Reciprocating Air Compressor.
- Set and install one (1) air dryer.
- Furnish and Install one (1) Emergency Connection System.
- Pipe air compressor, dryer and filter drains to floor sink in air compressor room.
- Install Plumbing Trapeze for piping
- Run 40 MM (blue) Aluminum Trunk Air Line
- Run 25 MM (blue) Aluminum Branch Air Line to service:
- Air reels.
- Lube pumps.
- Evac pumps.
- Wheel Service equipment.
- Train technicians at opening.

Notes:

- There will not be any air lines or outlets at the work benches.
- No electrical work included

WORK BENCH INSTALLATION

SUPPLY ONLY

HUNTER INSTALLATION

- There is no unloading of shipments or work in this section. (Hunter responsibility)
- The airline connections to the alignment system, tire changers and wheel balancers are included in the air compressor section.

Notes:

- Electrical by General Contractor

PARTS BIN INSTALLATION

Supply Only on this quote. Install to be on separate quote.

TAIL PIPE EXHAUST INSTALLATION

THIS IS SUPPLY ONLY

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

PARTS WASHER INSTALLATION

- Receive and unload parts washer.
- Set and install one (1) parts washer.
- Test unit and prepare for use with customer provided soap or soap purchased separately from AEN.
- Train technicians at opening.

Notes:

- Units must be ran with proper soap to prevent damage to unit.
- No electrical work or water connections included.
- No exhaust ducting work included.

WINDSTORM FANS INSTALLATION

THIS IS SUPPLY ONLY

INSTALLATION SUMMARY

CATEGORY		COST
LIFT INSTALLATION	$	-
LUBRICATION INSTALLATION	$	62,710.00
AIR COMPRESSOR INSTALLATION	$	25,590.00
WORK BENCH INSTALLATION	$	-
HUNTER INSTALLATION	$	-
PARTS BIN INSTALLATION	$	-
TAILPIPE EXHAUST SYSTEM INSTALLATION	$	-
PARTS WASHER INSTALLATION	$	875.00
WINDSTORM FANS INSTALLATION	$	-
PROJECT MANAGEMENT OVERHEAD (2.5%)	$	2,634.75
ESTIMATED TAX ON INSTALLATION MATERIALS (6.75%)	$	1,788.08
GRAND TOTAL =	**$**	**93,597.83**

Automotive Equipment of NV and vendors shall make every attempt to maintain current equipment and material pricing for the life of the contract. If there are material shortages, surcharges or price increases, you will be notified in writing and any additional charges will be passed on in the form of a change order. Customer to provide storage location for equipment as it arrives on site.

PERMIT FEES

AEN has not included any permit work or permit procurement in the proposal. If you require AEN to obtain permits for the Lifts, Storage Tanks, Air Compressor, Exhaust System and Parts Shelving; the following fees WILL BE ADDED:

*Seismic Engineering.
*Deputy Inspections and Reports.
*City Permit Fees.
*Creating plans, preparing Permit Package and submitting to the Building Department.

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

EXCLUSIONS

GENERAL

>All installation in this proposal is based on utilizing experienced non-union personnel.
>AEN is not responsible for damage to custom floors during equipment installation.
>Customer is to provide free access, unobstructed work area and adequate rest room facilities for the installation crew.
>Customer is to provide adequate power for the use of power tools, equipment charging and pipe machines to within 50' of the work area.
>Clean up is to include removal of all shipping dunnage into GC provided receptacles.
>Cutting openings or any building modifications to existing wall, floors or the ceiling are not included.
>Fire prevention equipment such as extinguishers, fire doors, exit lighting, etc., are not included and are responsibility of the customer.
>No special inspection or testing equipment is included. If required special testing is to be billed as an extra charge.
>No reinforcement of ceiling or roof for exhaust system, exhaust fan or lubrication equipment.
>All work to be performed during standard business hours, Monday –Friday, 8:00AM-4:00PM.
>In the event of a building permit being delayed or denied due to customer's failure to comply with building codes, fire, ADA, or other city requirements, material and labor will be invoiced as incurred with payment due in accordance with terms.
>No painting of piping, ductwork or reel and exhaust brackets.
>Should the customer order changes in work, such order and adjustments shall be made in writing to AEN. The contract price shall be adjusted according to the changes specified. In addition, all claims by AEN for any extra work will be made in writing before the execution of the work.
>AEN assumes no responsibility for voiding roofing contractors warranty against roof leakage at roof penetrations.

PERMITS

>Required permits, if necessary, are the responsibility of the customer unless prior arrangements are made in writing.
>No installation permit fees or procurement is included. Applicable permit fees and procurement are to be billed to the customer as an extra charge.
>No city, county, state or federal or O.S.H.A. operational permits.

ENGINEERING/STRUCTURAL

No reinforcement of existing concrete slab for equipment loading or anchoring.

LIFTS

>Maximum concrete slope for all lifts is 1/8” per 1’, front to back.
>Maximum concrete slope for all lifts side to side is 1/8" total.
>No dust control.

LUBE AND TANKS

>No SPCC report included (Spill prevention countermeasure control report fire required if storing an aggregate of 1,320 gallons and above of petroleum products.)
>No guard post, fencing, containment curb or concrete slab for aboveground storage tanks.
>No emergency vent piping to exterior of building included in quotation, venting to the exterior maybe required by Fire Dept during permit procurement process.
>No vent piping included in quotation, vent lines maybe required by Fire Dept during permit procurement process.

LUBE AND TANKS

>No anti-siphon valve for water piping is included.
>No water piping is included.

ALIGNMENT

>Alignment rack pit, pit frame and sleeves are to be constructed by general contractor.
No alignment or wheel service work is included (performed by factory rep)

ELECTRICAL

>No electrical wiring, connecting or work is included in this proposal.
>No electrical outlets for drop light reels included. Outlets, by others, must be located on lubrication mounting bracket.

Docusign Envelope ID: 7A6CDDDD-BA82-8ED0-82DB-95A83F8A99D8

TERMS & CONDITIONS

>Proposal is valid for 30 days.
>Deposit per schedule required with signed contract.
>Installation to be invoiced progressively: Net 15 days.
>AEN retains collateral interest in equipment and installation until fully paid.
>Any portion of this contract remaining and not completed by 6/1/2023 may be subject to renegotiating.
>Purchaser agrees to pay 1 ½% per month on invoice amounts over 30 days. In such event purchaser agrees to pay AEN's collection expenses including attorney's fees and court costs. Installation prices are subject to revision, based on code changes.

MATERIAL AND EQUIPMENT COST INCREASE: The construction and equipment industry is currently experiencing frequent unannounced material shortages, surcharges and price increases. Automotive Equipment of NV and our vendors shall make every attempt to maintain current equipment and material pricing for the life of the contract. If there are price increases beyond our control, you will be notified in writing and any additional charges will be passed on in the form of a change order.

UTILITIES: Owner and/or general contractor is to provide sufficient temporary power, water, lighting and jobsite security.

WARRANTIES: AEN makes no equipment warranties. All warranties shall be administered and authorized by the manufacturer per their published warranty. AEN's workmanship is warranted for one year.

UNDERGROUND OBSTRUCTION CLAUSE: Automotive Equipment of NV assumes no responsibility for underground conditions including service and utility lines, caliche, excessive concrete, large rocks or other obstructions, unstable or unusual conditions including, water, hard pan, and excessive sand conditions. Any damages, repairs or additional work required shall be the responsibility of the owner and will be subject to extra charges.

WORK SCHEDULE: Once work has commenced as schedule, Automotive Equipment of NV Inc. must be able to work continuously, or at their schedule, until the work contracted has been completed. In the event work stoppages occur through no fault of Automotive Equipment of NV any extra travel or labor incurred will be billed as extra charges.

THEFT OR PROPERTY LOSS: Any materials and equipment delivered to the job-site become the responsibility of the purchaser and owner. Any replacement of stolen property will be made at the purchaser's and owner's expense.

VEHICLE LIFT LOCATIONS: Vehicle Lift locations, specifications, and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be serviced by vehicle lifts shall be the responsibility of the purchaser and owner.

The purchaser acknowledges that they have read, understands, accepts and agrees to the specifications, exclusions, terms of payment and conditions specified in this contract.

DATE: _____ **NAME:** _____

SIGNATURE: _____

Agenda Date: 10/22/2026 **Agenda Item Number:** 2d

Subject:

Consider approval of an agreement to purchase a portion of real property (SG-MVF-11-142-A) from the Annika Rinehart Trust.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3842 South Quarry Ridge Drive

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

The subject property is located within a FEMA regulatory floodway and overlaps a city sewer easement. City staff determined that an encroachment occurred within the floodway/easement area, creating a FEMA compliance issue and potential risk to the City's sewer facilities and access. As part of resolving the floodway violation and preventing any future encroachment, the city negotiated a permanent solution to protect the floodway and sewer easement by agreeing to prepare an easement vacation and partial subdivision plan amendment for the newly configured property lines, allowing the property to retain its existing Open Space zoning and Floodplain designation, so the owners may apply to construct a detached garage on the parcel subject to compliance with all city requirements in exchange for the conveyance of 0.384 acres of the property to the City. The proposed garage is located outside the FEMA regulatory floodway and floodplain as well as outside the existing sewer easement. The cost of the easement vacation and partial subdivision plan amendment is $5,000 and is considered as the City's participation. Staff recommends approval.

Staff Narrative (need/purpose):

The acquisition of 0.384 acres of SG-MVF-11-142-A is essential for the City to facilitate flood management, as the property is located within a FEMA designated floodway. Owning this property will enable the City to mitigate and reduce flood risks, ensuring compliance with FEMA guidelines and public safety measures as well as protecting the city sewer facilities. The cost of the easement vacation and partial subdivision plan amendment is $5,000 and is considered as the City's participation. Per the agreement, the property owner will deed the subject portion of property to the City.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: $5,000

Amount approved in current FY budget for item: $5,000

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

N/A

Description of funding source:

Public Works Capital Project Fund

Recommendation (Include any conditions):

Approval

Attachments

St.George
THE BRIGHTER SIDE

AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and Annika Rinehart and Daniel Rinehart, Trustees of the Annika Rinehart Trust dated the 18th day of September, 2019, ("Seller") hereby enter this instrument effective as of _____ (the "Effective Date"). City and Seller are also referred to as a "Party" or collectively as the "Parties"

RECITALS

A. Seller owns real property located within the City with a situs address of 3842 S. Quarry Ridge Drive, and identified as Washington County Tax Parcel SG-MVF-11-142-A. The total acreage is approximately 1.61 acres.

B. The City desires to acquire real property consisting of a portion of parcel SG-MVF-11-142-A as described on the legal description in the warranty deed attached hereto as Exhibit A (the "Property").

C. The Property is located in a regulatory FEMA floodplain, and portions of the Property are located in a regulatory FEMA floodway.

D. The Property is subject to a major sewer outfall line easement owned by the City.

E. Seller has represented to the City that it is willing and able to transfer the Property to the City free and clear of all liens and encumbrances.

F. The Parties have discussed various issues with regard to the purchase of the Property by the City (the "Purchase"), have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this instrument as a final written expression of their agreement.

TERMS

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

1 Property Acquisition. On the terms and conditions stated below, the City shall prepare an easement vacation and partial subdivision plat amendment in exchange for conveyance of the Property to the City, as shown in Exhibit B.

2 Additional Consideration. As additional consideration for Seller's conveyance of the Property to the City, the City shall process and complete the vacation of the existing Public Utility & Drainage Easement located along the back property line of SG-MVF-11-142-A and shall process and complete a Partial Plat Amendment for the Property that accomplishes the vacation, subject to applicable law and required City approvals, as shown in Exhibit C.

3 Partial Plat Amendment. The Partial Plat Amendment shall establish a new lot line at the back of lot SG-MVF-11-142-A so that the lot configuration is consistent with the Open Space and Floodplain lines shown on Exhibit D attached; shall create Parcel A as shown on Exhibit D; and shall include a new 7.5-foot Public Utility & Drainage Easement located on all sides and the back of the newly configured property lines as shown in Exhibit D.

4 Parcel A. Parcel A created through the Partial Plat Amendment shall retain its existing Open Space and Floodplain zoning/designation and shall not be included within Lot SG-MVF-11-142-A.

5 Detached Garage. Following completion of the easement vacation and Partial Plat Amendment, Seller may apply to construct a detached garage in the location shown on the applicable exhibit, subject to compliance with all applicable City codes, standards, zoning, engineering, building, floodplain, and permitting requirements. Nothing in this instrument constitutes approval of any building permit or waives compliance with applicable law.

6 Exhibits and Final Legal Descriptions. Final legal descriptions, lot configurations, easement locations, and exhibit drawings referred to in this Agreement shall be subject to review and approval by the City Engineer, Community Development Department, City Attorney, and Seller.

7 Floodway and Utility Easement Encroachment. At no expense to Seller, the City shall remove the fill and other material currently located on the Property and other City-controlled area that is in violation of FEMA floodway requirements as necessary to resolve the violation, and shall grade, smooth, and prepare the Property to comply with the requirements of property being in a floodway and sewer outfall line easement.

8 Conveyance. On the terms and conditions stated below, Seller shall convey the Property to the City, free and clear of all liens and encumbrances as provided in Exhibit B, by delivering a duly executed and notarized original of the document attached hereto as Exhibit B, titled "Warranty Deed."

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

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

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

(2) Title. The City shall approve of the condition of title and all encumbrances affecting title to the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting title to the property, including any security interests, leases, notices of claim, etc. Further, Escrow Agent shall issue to the City a commitment of title insurance showing all encumbrances shown on public records. If the City disapproves of any encumbrances affecting title to the Property which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances. [There is no "Purchase Price."]

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

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

(c) Close of Title. If the City approves the Closing Conditions, the City shall notify Seller and Escrow Agent in writing. Upon receipt of the City's notice, Escrow Agent shall promptly proceed to record the Conveyance Documents and complete the closing as provided in this agreement.

(1) The City's Obligations. The City shall be solely responsible for paying all closing costs and shall pay the cost of the owner's policy of title insurance obtained by the City, including recording fees, and costs associated with the easement vacation and Partial Plat Amendment, if any, and including such application or processing costs as the City elects to assume. The City shall also be responsible for paying all expenses incurred by the City related to this transaction, attorney's fees for the City's attorney, if any, and any commission to the City's broker, if any.

(2) Seller's Obligations. Seller shall be solely responsible for paying all expenses incurred by Seller related to this transaction, including any attorney's fees for Seller's attorney, if any, any commission to Seller's broker, if any, and the payment of any taxes or fees related to the Property accruing on or before the date the Warranty Deed is recorded.

(3) Seller's Cooperation. Seller shall reasonably cooperate with the City in completing the conveyance, title work, easement vacation, Partial Plat Amendment, and related recording documents, and shall provide reasonable access to the Property for survey, inspection, title review, preparation of legal descriptions, and related work necessary to complete the transactions contemplated by this instrument as provided in Section 9(a)(1) above.

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

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform Seller's obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of Seller's obligations hereunder, have been duly and validly

authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

(b) No Conflicts. The execution and delivery of this instrument and the consummation or the compliance herewith of the transaction contemplated hereby will not: (i) result in any breach of any of the terms or conditions of, or constitute a default under, the organizational documents of Seller, or any material contract by which Seller is bound; (ii) result in any violation of any governmental, law, rule, regulation, judgment, writ, degree, injunction or order applicable to the Property; (iii) require notice to or the consent, authorization, approval, or order of any governmental authority, or (iv) result in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such agreement or instrument, except to the extent otherwise disclosed in this instrument.

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

(d) Legal Proceedings. There are no claims, actions, suits, or proceedings pending or threatened against the Property or Seller that would reasonably be expected to result in the issuance of a writ, judgment, order or decree restraining, enjoining or otherwise prohibiting or making illegal, the consummation of any of the transactions contemplated by this instrument.

(e) Condemnation. Seller has not received written notice of any existing or pending, condemnation or similar proceedings against or involving the Property or any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property.

(f) Patriot Act Compliance. Neither Seller nor any affiliate of Seller is is in violation of any laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "Executive Order") (collectively, the "Anti-Money Laundering and Anti-Terrorism Laws"). Neither Seller nor any affiliate of Seller is acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time. Neither Seller nor any affiliate of Seller or any of Seller's brokers or other agents in any capacity in connection with the sale of the Property (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or
for the benefit of any person included in the lists referenced above, (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller, nor any person or entity controlling or controlled by Seller, is a country, territory, individual or entity named on any of the lists maintained by the United States Department of Commerce (Denied Persons and Entities), the list maintained by the United States Department of Treasury (Specially Designated Nationals and Blocked Persons), and the lists maintained by the United States Department of State (Terrorist Organizations and Debarred Parties)

(collectively, "Government Lists"), and the monies used by Seller in connection with this instrument and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)).

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

(h) Solvency. Seller has not (1) made a general assignment for the benefit of its creditors, (2) admitted in writing its inability to pay its debts as they mature, (3) had an attachment, execution or other judicial seizure of any property interest which remains in effect, or (4) taken, failed to take or submitted to any action indicating a general inability to meet its financial obligations as they accrue. There is not pending any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or any of Seller's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking appointment of a receiver, trustee, custodian or other similar official for any of them or for all or any substantial part of its or their property.

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

(j) Untrue Statements. To the knowledge of Seller, none of the representations and warranties in this Section contains any untrue statement of material fact or omits to state a material fact necessary, in light of the circumstances under which it was made, to make any such representation not misleading in any material respect.

11 Default, Remedies and Termination. It shall constitute an event of default of this agreement if any Party fails to timely perform any of the Party's obligations at the times indicated herein. The defaulting Party shall also be liable to pay any escrow cancellation charges. In no event shall either Party be entitled to recover lost profits or appreciation or other consequential damages. Additionally:

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

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

12 Miscellaneous Provisions

(a) Interpretation. Captions and headings in this agreement are for reference only and must not be used in construing or interpreting this instrument. All recitals set forth at the beginning of this agreement are, by this reference, fully incorporated into this agreement and the facts recited therein shall be deemed conclusive for any purpose. All exhibits referred to in this agreement are deemed fully incorporated herein, whether or not actually attached. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to this instrument in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms “Party” and “Parties” refer only to a named Party or Parties to this instrument unless the context requires otherwise. All Parties have jointly participated in the negotiation and drafting of this instrument upon advice of their own, independent counsel or had the opportunity to do so, and this instrument must be construed fairly and equally as to all Parties as if drafted jointly by them. If there is any conflict between the terms of this instrument and any other related documents, including any exhibits identified herein, the terms of this instrument shall prevail.

(b) Acknowledgement of Public Disclosure Laws. Seller hereby acknowledges that the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, that pursuant thereto all materials submitted by Sponsor pursuant to this instrument may be subject to disclosure as government records, and that the City has no duty or obligation to withhold any such materials from disclosure in any manner.

(c) Beneficiaries. This instrument shall be binding upon and inure to the benefit of the Parties and to their respective heirs, representatives, successors and permitted assignees. This instrument is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party.

(d) Entire Agreement. The Parties intend that this instrument is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. This agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon among the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this instrument.

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

(f) Further Action. Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this instrument in order to carry out the intent of the Parties in consummating this transaction.

(g) Time of the Essence. Time is of the essence in each and every term and provision of this instrument. All references to days herein shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act required by this instrument falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

(h) Waiver. Neither the failure of any Party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and

effect as if no such forbearance or waiver had occurred.

(i) Severability. If any court of competent jurisdiction declares any portion of this instrument unenforceable, the parties shall deem such portion as severed from this instrument, and shall deem the remaining parts of this instrument, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of this instrument. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

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

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

(l) Notices, Requests, and Communications. Unless otherwise set forth above, all notices, requests, and communications required by this instrument shall be in writing. Any Party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows:

If delivered to the City:	City of St. George Attn: Public Works Director 61 S. Main St. St. George, UT 84770
with a simultaneous copy to:	City of St. George Attn: City Attorney 61 S. Main St. St. George, UT 84770
If delivered to Seller:	Annika Rinehart and Daniel Rinehart 3842 S. Quarry Ridge Dr. St. George, Utah 84790

Any Party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

13 Execution. By executing this instrument below, the executing Parties acknowledge that (1) they have read this instrument, (2) they understand its terms, (3) they have had the opportunity to have this instrument reviewed by independent counsel, (4) they have the full and complete authority to execute this instrument on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of this instrument in full. The failure of any executing Party to date the Party's signature will not affect the validity of this instrument.

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

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

CITY OF ST. GEORGE

_____ By: _____
Date Jimmie B. Hughes, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Jami Brackin, Deputy City Attorney

_____ By: _____
Date Annika Rinehart, Trustee of the Annika Rinehart Trust dated the 18th day of September, 2019

_____ By: _____
Date Daniel Rinehart, Trustee of the Annika Rinehart Trust dated the 18th day of September, 2019

EXHIBIT A

Legal Description

Parcel: SG-MVF-11-142-A portion

Commencing at the East Quarter Corner of Section 16, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 761.54 feet S 01°09'50" W; thence 3,009.42 feet N 88°50'10" W to the POINT OF BEGINNING;
thence N 88°50'00" W 108.42
feet; thence N 14°05'44" E
165.769 feet; thence S 75°53'16"
E 97.127 feet; thence N
84°57'27" E 16.12 feet; thence S
16°42'20" W 65.56 feet; thence S
16°40'44" W 9.67 feet;
thence S 16°42'04" W 71.68 feet to the POINT OF BEGINNING.

Containing 16,729.23 square feet or 0.3841 acres, more or less.

EXHIBIT B

Warranty Deed

When Recorded Return To:
City of St. George
Attn: City Attorney
61 S. Main St.
St. George, Utah 84770

a portion of Tax ID: SG-MVF-11-142-A

WARRANTY DEED

Annika Rinehart and Daniel Rinehart, Trustees of the Annika Rinehart Trust dated the 18th day of September, 2019, hereby warrant and convey to the City of St. George, a Utah municipal corporation, Grantee, for the sum of Ten dollars ($10.00) and other good and valuable consideration, fee title to real property owned by Grantor in Washington County, State of Utah, more fully described below:

Commencing at the East Quarter Corner of Section 16, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 761.54 feet S 01°09'50" W; thence 3,009.42 feet N 88°50'10" W to the POINT OF BEGINNING;
thence N 88°50'00" W 108.42 feet;
thence N 14°05'44" E 165.769 feet;
thence S 75°53'16" E 97.127 feet;
thence N 84°57'27" E 16.12 feet;
thence S 16°42'20" W 65.56 feet;
thence S 16°40'44" W 9.67 feet;
thence S 16°42'04" W 71.68 feet to the POINT OF BEGINNING.

Containing 16,729.23 square feet or 0.3841 acres, more or less.

SUBJECT TO: Covenants, Conditions, Reservations, Rights, Rights of Way, Easements and Encumbrances.

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

***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW

In witness of an intention to be bound by this instrument, Grantor hereby executes this instrument as follows:

By:_____ Date:
Annika Rinehart, as Trustee/Owner

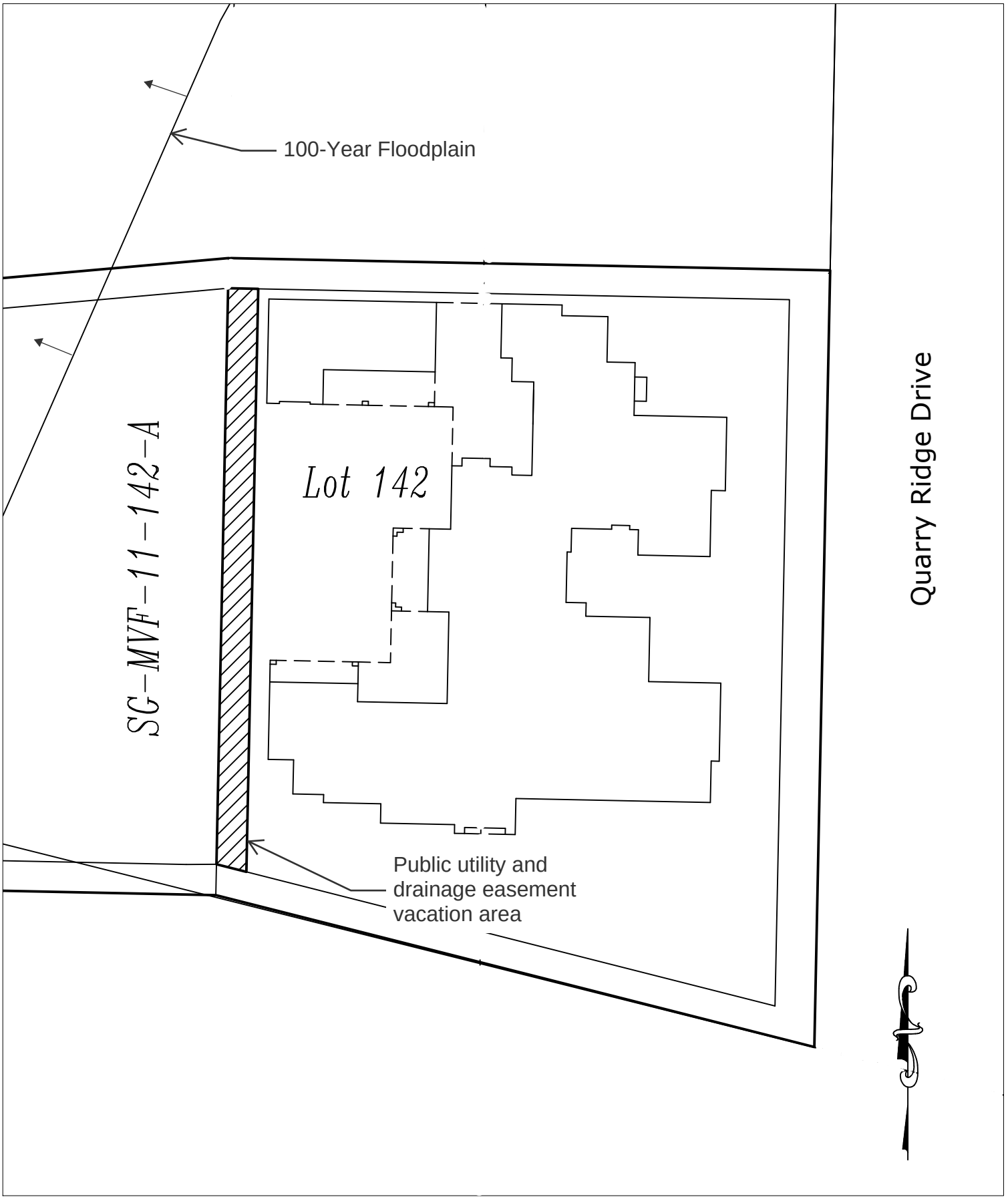
By: _____ Date:
Daniel Rinehart, as Trustee/Owner

STATE OF UTAH)
) ss:
COUNTY OF WASHINGTON)

On ___ day of _____, in the year 2026, before me, _____(Notary Name), personally appeared Annika Rinehart and Daniel Rinehart, as Trustees of the Annika Rinehart Trust dated the 18th day of September, 2019. Who being known by me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and did duly acknowledged that they are the Trustees of said Trust and they executed the same on behalf of said Trust by authority of the terms thereof.

NOTARY PUBLIC

EXHIBIT C & D



SHEET 1-1

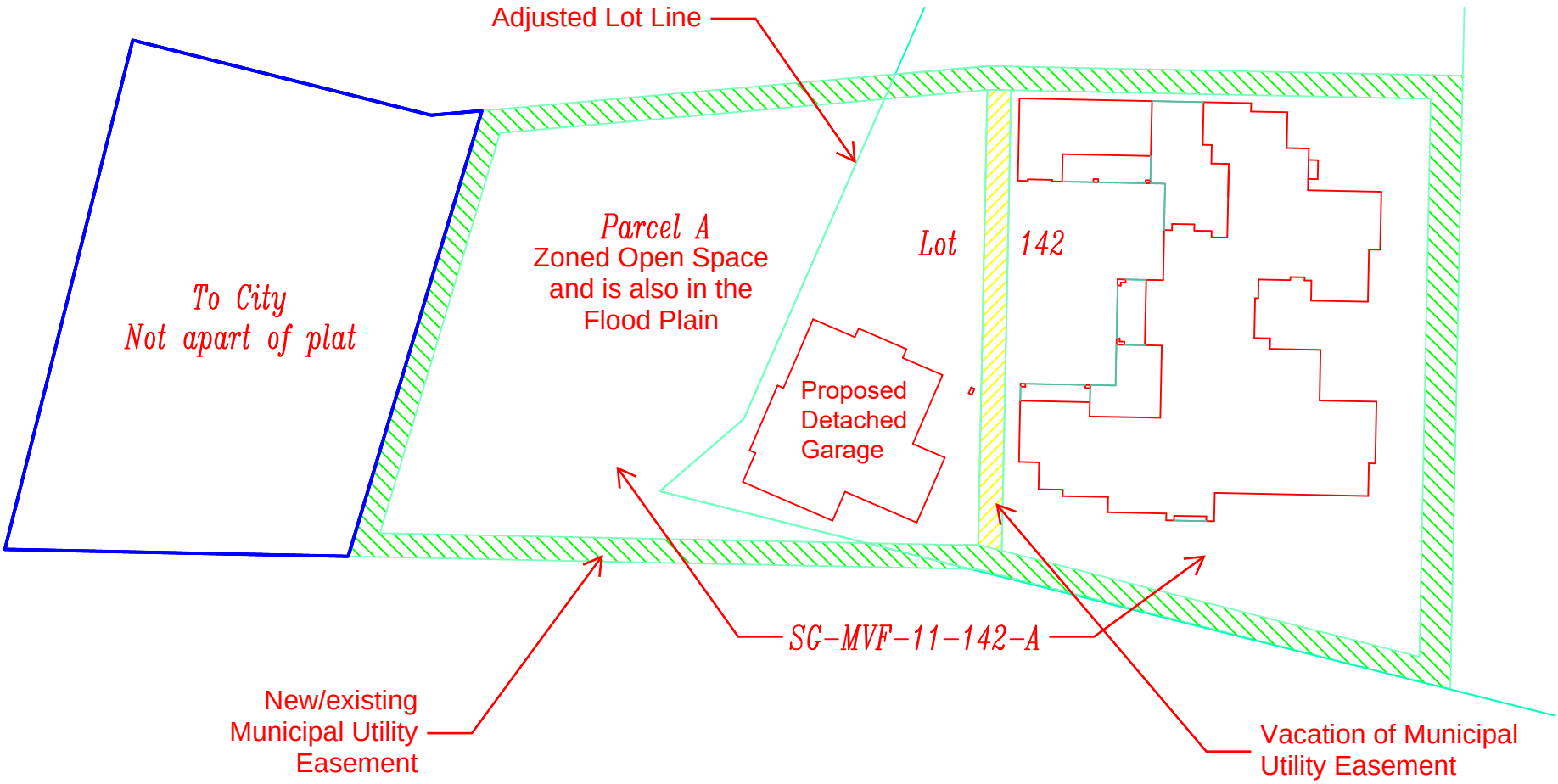
DATE July 8, 2026
JOB
SCALE NONE
DRAWN tj

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

Exhibit C

Easement Vacation
Lot 142, Meadow Valley
Farms Phase 11

EXHIBIT D


Adjusted Lot Line
To City
Not apart of plat
Parcel A
Zoned Open Space
and is also in the
Flood Plain
Lot
142
Proposed
Detached
Garage
SC-MVF-11-142-A
New/existing
Municipal Utility
Easement
Vacation of Municipal
Utility Easement

Agenda Date: 10/22/2026 **Agenda Item Number:** 2e

Subject:

Consider approval of an agreement with SISU Energy & Environmental, LLC for the installation of a Free Heat System for Millcreek II.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

811 East Red Hills Pkwy

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

Millcreek II uses heat in its emissions-control process to reduce nitrogen oxide (NOx) emissions and maintain compliance with applicable environmental standards. The existing electric-heater vessel is nearing the end of its service life and is deteriorating. The proposed Free Heat System will use high-temperature turbine exhaust to supply the required process heat, reducing reliance on electric heaters.

Staff Narrative (need/purpose):

The existing electric-heater vessel at Millcreek II is deteriorating and has reached the end of its useful life. Rebuilding or replacing the vessel would require significant labor, continued electricity consumption, and ongoing maintenance.The proposed SISU Free Heat System will recover high-temperature exhaust heat from the turbine to provide the heat required by the emissions-control system. This approach avoids the extensive work required to disassemble and rebuild the existing electric-heater vessel, reduces electricity use, and lowers maintenance needs through a system with fewer moving parts.Installing the Free Heat System will help ensure the Millcreek II emissions-control system remains reliable and compliant with environmental requirements. Maintaining an operable emissions system is necessary to avoid generation downtime and preserve Millcreek Generation Facilitys ability to operate when economically dispatched, supporting lower wholesale power costs for St. George Energy Services customers.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: $493,500

Amount approved in current FY budget for item: $493,500

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

The amount is included in the current FY27 budget.

Description of funding source:

The amount is included in the current FY27 budget.

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

PUR – Purchase Requisition Form

St.George
THE BRIGHTER SIDE

Requestor & Signer Information

Request Date
09/23/2026

Department *
Energy Services

Division *
Electric Generation

☑ PO Request ☐ BPO Request ☐ Request for Payment (Invoice Attached)

Requested By: *
THOMAS ANGSTADT

Requestor Email *
THOMAS.ANGSTADT@SGCITYUTAH.GOV

If your name does not appear in the list below, please just type it in.

Authorized Signer Name (up to $25,000) *
TOM BIRRELL

Authorized Signer Email *
TOM.BIRRELL@SGCITYUTAH.GOV

Department Head Name (required over $25,000)
BRYAN DIAL

Department Head Email
BRYAN.DIAL@SGCITYUTAH.GOV

City Manager Name (required when any procurement policies are waived)
HOLD UNTIL CONTRACT AND COUNCIL FINAL PER BRYAN 10.01.26

City Manager Email

Purchasing Rep. Name
INVOICES

Purchasing Rep. Email
INVOICES@SGCITYUTAH.GOV

Procurement Type

Contract Requirements *

- ○ This does NOT Require a contract
- ○ Contract Drafted by the City's Legal Department
- ◉ Contract Drafted by vendor; reviewed & approved by City's Legal Department

City Council Approval Date (if applicable): *
10/12/2026 07:00:00 AM

Is this a Capital Purchase or Capital outlay Item? *
◉ Yes ○ No

Budget Information (Only Required for Capital outlay Items):

Project Title or Location: *
Millcreek Generation Facility SISU Free Heat Recovery System

Is the Total Amount Approved in the Budget? *
○ Yes ◉ No

Budgeted Amount: *
$466,000.00

Will this item/Service be recieved/Completed before the fiscal year end? *
◉ Yes ○ No

Procurement Type *
SOLE SOURCE / O.E.M ITEM

SHIP TO ADDRESS: *
3232 East 170 North

New or Existing Vendor? *
EXISTING PARTY

Vendor Information (If not in list, select "NEW" and type in vendor info)

Vendor Name Legal Name
SISU Energy & Environmental

DBA Name

Vendor ID

Please provide the legal name of the vendor

DBA / Common Name

Address
5801 East 41st Street

City
Tulsa

State

Zip Code
74135

Country
United States

Is the Address correct?*
(•) Yes ( ) No

Sole Source

To ensure the fair and equitable treatment and to foster effective broad-based competition, a standard procurement process is followed whenever public funds are expended. Sole source contract awards do not involve a standard procurement process and should only be used when justified after reasonable research has been conducted to determine there are no other available sources that can provide the needed goods or services. Circumstances for which a sole source may be justified include:

a) An item for which there is no comparable product or service, such as a one-of-a-kind item available from only one vendor: or

b) A component or replacement part for which there is no commercially available substitute, and which can be obtained only directly from the manufacturer; O.E.M. or

c) An exclusive maintenance, services, or warranty agreement.

Utah Administrative Code R33-8-101a. See also St. George City Code 1-10-B-5

Date	Requested By:	Department	Vendor
10/06/2026	THOMAS ANGSTADT	Energy Services	SISU Energy & Environmental

Product Description *

SISU Free-Heat FH-2400 V FREE HEAT RECOVERY SYSTEM INSTALLED

Why is the service or product only available from this single supplier? *

SISU Energy & Environmental is the patent holder of this Ammonia heating system design for the LM 6000 GE Vernova Gas Turbine Generator system. The system in use at this time has crack and holes in the pressure vessel which contains the main electric heating element.

Could the product be reasonably modified to allow for competition? *

○ Yes ◉ No

Detail all research performed to determine there is only one source for this item. Include a list of names and vendors contacted that may provide similar products and a summary of their response. *

The original equipment supplier does not build the original equipment to replace our aging and in poor condition Ammonia heating system. We have made numerous attempts to contact the OEM unit supplier with no response.

Clear and convincing evidence has been presented to me that this is the sole source vendor for this purchase:

Department Head Signature:

Purchase Details

QTY *	Description *	Account Code *	Project Code	Unit Cost *
1	FH-2400V installed with engineering included FRE-HEAT recovery system	00-5310-7300	20	$481,500.00

Comments / Special Instructions:

The SISU Environmental Free Heat system will replace our aging present ammonia addition system for Millcreek MC-2 gas turbine generator system. This system is economically friendly saving electrical energy parasitic load during power generation operation. The present configuration uses electric heaters that run 24 hours seven days a week to maintain heat in the ammonia addition system. The project with a substantial investment will pay for itself over the period of time explained in the project bid. In addition we presently have an end of life scenario with our ammonia addition system that will require substantial repair costs if we do not do this project of upgrade to the Free-Heat system at this time.

Freight / Shipping Cost *

$12,000.00

Purchase Total

$493,500.00

If purchase exceeds $5,000, it is expected that a minimum of 3 bids/ quotes be obtained and attached.

Vendor 2 **Quote Amount**

Vendor 3 **Quote Amount**

General Attachments: (2)

Quotes - You can submit multiple documents with the same button. Please use the correct button for each type of document (Quotes should be uploaded using the Quotes button etc.) *

Purchasing Quote- From SISU Energy & Environmental requested by THOMAS ANGSTADT

Supporting Documents

Purchasing Supporting Document- For Request # 4561 - THOMAS ANGSTADT

PSA / Contract

Purchasing Only

Purchase Request Status	Rejection Reason
Received	

SISU™
ENERGY & ENVIRONMENTAL

ISO 9001:2015

August 6, 2026

Attention: Tom Angstadt
Direct: 435-632-3772
City of St. George
695 East Red Hills Parkway
St. George, UT 84770

Reference: Sisu Turnkey Proposal F25-169 Rev. 1
Sisu FreeHeat System for SCR Ammonia Vaporization

Dear Mr. Angstadt,

Thank you for your interest in the Sisu FH-2400V Dilution Air Heater that utilizes the existing heat energy contained in the turbine exhaust stream to vaporize aqueous ammonia for SCR Catalyst operation. Sisu is pleased to provide you this Proposal for turnkey installation of our patented FreeHeat System for one (1) unit.

The FH-2400V is specifically designed to be installed inside the flow path of your existing Emissions Reduction Unit providing **increased efficiency**, **lower operating costs**, and **decreased equipment maintenance**, while still utilizing the critical control components of your existing ammonia vaporization system. The FH series of dilution air heaters uses a "Patented" unique application of proven exchanger technology combined with an integral hot vaporizer specifically configured to fit inside your existing unit. This configuration in the TEG flow path offers the following advantages over a conventional electric immersion heater traditionally used for vaporization:

- **RELIABILITY**
  - The heat for vaporization is as reliable as the turbine engine; if the turbine runs, the heater will produce the required heat. The FH-2400V will provide heat when your unit is dispatched to run.
  - The FH design will heat up quickly while the SCR catalyst bed is warming to operation permissive temperature. Therefore, no additional time is required before the start of ammonia injection and NOx reduction.
  - The Internal ammonia injection accounts for the latent heat required for vaporization and the exhaust temperature will not fluctuate like a conventional electric vaporizer heater.

- **REDUCED MAINTENANCE**
  - The FH-2400V is installed as a static assembly and connected to the existing ammonia flow control system. There are no added moving parts or controls to maintain because the FH series of heaters utilize your existing controls and skid mounted pipe trains.
  - The internal FH-2400V assembly eliminates the issues encountered with an electric dilution air heater assembly due to heater element degradation.
  - Also, the internal hot vaporizer will eliminate any issues caused by water accumulation within the electric immersion heater shell, which can lead to increased and/or accelerated corrosion of the heater assembly. This can result in a shortened operational life.

- **FAST INSTALLATION**
  - Internal equipment is designed to fit through the existing manway opening.
  - No changes to the existing AIG manifold and grid.
  - Utilizes the existing skid mounted dilution air fans.
  - Only three (3) new penetrations are required in the sidewall of the existing ductwork.

- **OPERATING COST EFFICIENCY**
  - **Cost Savings Determination:**

    Aux Load Savings

    - **If the current electric dilution heater is rated at 135 kW and is typically designed with an average 25% reserve capacity.**
    - **Based on 75% of 135 kW as heater usage, 2,500 hours per year of operation, and 5 years parasitic auxiliary load at .08 cents / kWh, the calculated savings in just aux load power consumption would be:**
    - **Vaporizer electric heater consumption 8.5 kW for 12 heaters on the vaporizer running all year.**

8.5 kW x 12= 102 kW x 8,000hr/yr x .08/ kWh =
$48,960.00 Per Unit savings
.75 x 135 kW x 2500 hours/year x 1 year x $0.08/kWh =
$20,250.00 per unit savings
=$69,210.00 per unit savings each year

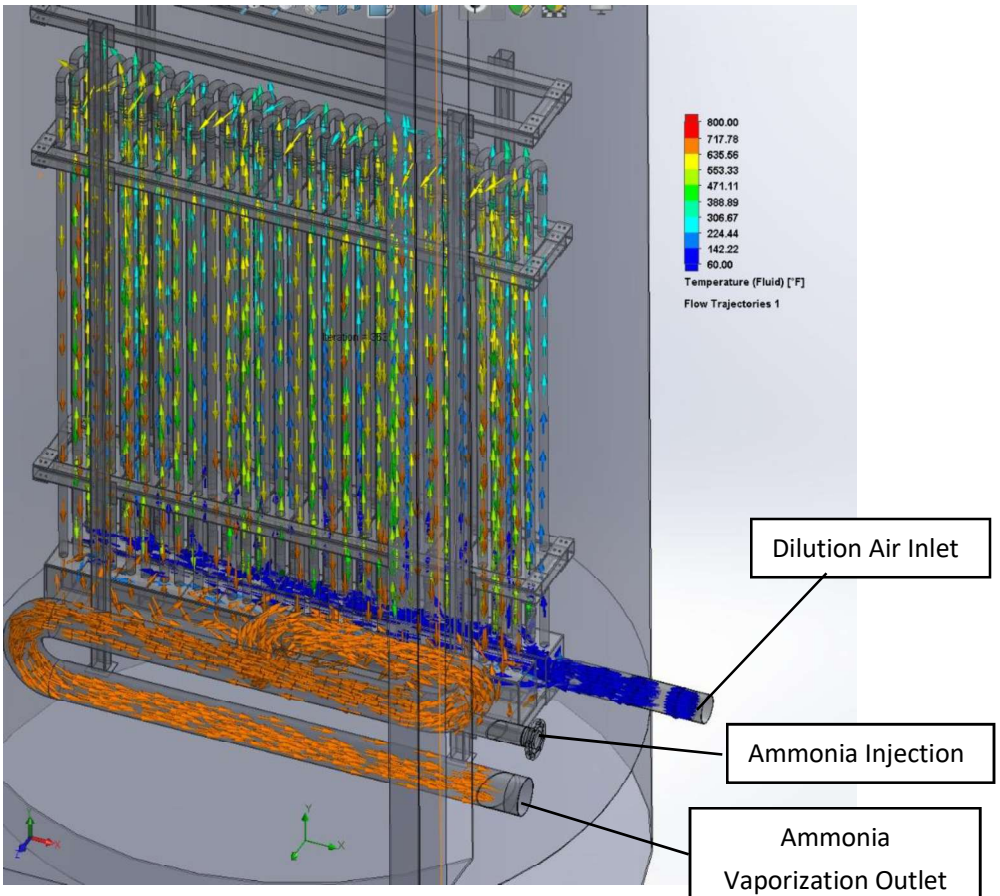
Year 1 - $69,210.00
Year 2 – $138,420.00
Year 3 – $207,630.00
Year 4 – $276,840.00
Year 5 – $346,050.00

Additional Maintenance Savings

- **Average installed replacement cost for a failed electric dilution air heater is $75,000.00 to $100,000.00 .**
- **Lost maintenance time and stranded availability payments can be on the order of $45,000 per year due to electric heater issues.**
- **This also frees up 220-300 kW that you can export directly to your local market.**

- The FH-2400V will provide all the heat needed to vaporize the aqueous ammonia flow required to meet your permit requirements at maximum load. Therefore, the existing electric immersion air heater will not be required to run, reducing parasitic load.
- The internal hot vaporizer will eliminate the need to run any skid mounted electric band heaters located on the existing vaporizer housing. Since any band heaters normally run when the unit is in standby mode, this can add up over time.

Sisu's CFD model of thermal performance for a FH-2400 "FreeHeat" Exchanger



Sisu's patented FreeHeat System

FH-2400V Heat Exchanger:

1. The unit uses 304L SS exchanger tubes which are supported in the TEG flow path by a 304 Stainless Steel bolted frame. All components of the exchanger and support frame are designed to fit through the existing manway, eliminating the need to cut a temporary access hole in the unit casing.
2. The FreeHeat's cold air supply will utilize the existing dilution air fans on the ammonia vaporization skid by tying into the air heater just downstream of the existing electric heater housing. This tie-in location allows the existing Flow Control Valve and Flow Transmitter to remain in place and operational.
3. **NOTE:** The existing dilution air heater will remain in place with fuses removed. No changes to the existing control logic or wiring will be required for operation of the FH-2400V. Complete removal of the existing 480V system is not required nor is it included in this proposal.
4. The 304 SS hot vaporizer will be installed inside the TEG flow path and supported by the FH-2400V frame. This vaporizer will replace the existing skid mounted vaporizer chamber and eliminate the need to run the electric band heaters. The existing vaporization lances will be replaced with a new lance assembly. The new lance assembly will incorporate redundant mechanical nozzles with manual nozzle selection valves. This eliminates the need for Instrument air supply to the nozzle.
5. A new 304 SS ammonia line will be run from the existing skid to the new vaporization lance assembly, with any new low points having manual drain valves added. This new crossover connection will continue to use the existing skid mounted aqueous ammonia flow control pipe train. Existing controls will be utilized in their current location.
6. The new hot vapor outlet will be connected into the existing SS crossover piping. The new exterior vaporized ammonia piping will be externally insulated and lagged for heat preservation and personnel protection.
7. The ammonia injection temperature permissive thermocouple will be relocated from the existing vaporization skid to the new hot vaporizer outlet piping. The wiring to this new location will not change any terminal locations and the existing PLC program will be used for operation.

INSTALLATION:

1. This offer includes supply and turn-key installation of the FH-2400V assembly. We will provide the labor, equipment, tools, and consumables to install the Sisu Free Heat System proposed. The installation will be completed under the technical direction of a Sisu site representative, and all access and work will be in compliance with your site safety requirements.
2. We anticipate working at site based on one shift per day for eight (8) consecutive workdays at 8 to 10 hours per day.
3. Normal daily safety tail gate meetings, JHA's, FLHA, site work permits, LOTO walkdown, plus all normal safety PPE for the applicable trades is included in the pricing. Any site-specific requirements for confined space gas monitors, confined space rescue, or plant wide safety meetings are not included in the pricing.
4. **Estimated Schedule**:
    - Engineering and production phase drawings submission for record only - not for approval - will be 12-14 weeks ARO.
    - 14 - 16 weeks for fabrication, material staging, and shipping to site ARAD.
    - 2-week cycle for GA approval. (assumed)

Install Phase

- 1 day for mobilization and material shake out.
- 5 days inside and outside the unit installing the FH-2400V assembly and pipe modifications per unit.
- 2 days outside the unit for pipe insulation, touch up paint, demobilization per unit.
- 8 consecutive days total install time per unit.

SUPPLIED BY THE PLANT:

- Lock Out – Tag Out
- All required permits including Confined Space Permit & Hot work Permit
- Continuous Confined Space Air Monitoring equipment
- Staging area for work performed
- Sanitary facilities
- Trash disposal containers
- Disposal of all debris
- Utility hook-up including electrical

CLARIFICATIONS:

- We are designing this FreeHeat System utilizing limited drawings. We therefore require a site visit within the **first four (4) weeks** to record measurements and collect information on the internal of the Emissions Reduction Unit; the subsequent analysis may result in a change in design and pricing if work scope is changed.
- A Sisu site Technical Advisor will be on site to oversee all work being performed and to provide guidance for the duration of the project. Any interface between the plant and the working crew is to go through the Sisu representative.
- Sisu's installation service does not include removal of debris or replaced equipment or materials from the plant site. Sisu will clean the work area and dispose of materials and debris as directed within the plant area.
- Technical Services required during restart of the units if required will be billable per the attached Sisu Field Service Ratees Schedule.
- Sisu will require a **MINIMUM** 7-Months from receipt of Purchase Order to delivery of materials.
- Materials shipped to site will require the Plant to unload the trucks if the installation crew has not yet mobilized.
- Downtime or delays in the project through no fault of Sisu Energy & Environmental will be deemed as extra work and be fully reimbursable at cost +15%.
- Supplied by the Plant: Lock Out – Tag Out, staging area for work performed, sanitary facilities, trash disposal containers, disposal of all debris, utility hook-up including electrical.
- Casing floor integrity cannot be confirmed until selected liner plates are removed. If the casing floor is excessively corroded or deficient, the cost to repair will be performed as extra work.
- Sisu's price included is non-prevailing wage, using non-union laborers that are qualified and experienced to perform the work on site, and the services required are considered a specialty trade to be performed under the direction of Sisu Energy & Environmental and its supplied contractor.
- The proposed price does not include the removal of any equipment or material being taken out of service.

FIRM TURNKEY PRICING FOR FH-2400 V FREEHEAT RECOVERY SYSTEM INSTALLED:

One (1) FH-2400V installed with engineering included……$481,500.00
Optional Credit for CO Catalyst Reclaim.....($TBD)

- **This amount is undetermined and wont be known until mid-November. The amount will be based upon the price of the precious metals at the time of settlement and can be used as a credit towards the FreeHeat.**

Estimated Shipping.....$12,000.00

Freight to be Pre-Pay & Add.

ENERGY & ENVIRONMENTAL

TERMS OF PAYMENT: NET 30 DAYS

20%	Due upon Receipt of Order
20%	Due upon Submittal of Approval Drawings
40%	Due upon Receipt of Exchanger Tubes by Sisu
20%	Due upon Completion of Installation and Mobilization from site

DELIVERY:

Delivery is 7 - 8 months ARO

PROPOSAL VALIDITY:

30 days

WARRANTY:

Twenty-four (24) months from date of startup or thirty-six (36) months from date of contracted delivery, whichever is earlier. The warranty is for only the materials and workmanship supplied by Sisu for this project. No other warranty is included or implied.

Sisu certainly appreciates the opportunity to be of service, and we look forward to assisting you in further refining the scope for this project. Please contact me at the number below if you have any questions or require additional information.

Best regards,
Peyton Battenfield
Aftermarket Sales & Technical Advisor
Sisu Energy & Environmental
918-381-7323
pbattenfield@sisu-ee.com

ENERGY & ENVIRONMENTAL

Field Service Rates – 2027 Domestic

Field Service by SISU Energy & Environmental LLC (Sisu) may encompass consultation, inspection, technical direction of installation or repair (labor by others), start-up, initial adjustment, test and/or instruction of plant personnel for operation and maintenance of referenced equipment.

Field Services are performed only by trained, duly qualified Sisu field service representatives. Such Service does not include the supply of any parts. Field services are performed only on the basis of an agreed upon purchase order for field service issued by the ultimate customer or his authorized representative, covering the specific service required.

All prices quoted are estimated as of the date of the proposal. Final billing will be based on the final reports and signed timesheets submitted for approval and rates referenced herein.

1. Rates

Service Descriptions	Daily Rate	Hourly	1.5 Times	Double Time
Technical Service	$2,800.00	$350.00 per hour	$525.00 per hour	$700.00 per hour
Field Service Advisor	$2,200.00	$275.00 per hour	$412.50 per hour	$550.00 per hour

   A. A "man day" is eight (8) hours' time per man during normal day-shift working hours. "Time" is on-the-job plus travel time to and from the job from the service representative's regularly assigned office location including local travel time.
   B. Overtime applies to all time spent working and/or traveling in excess of eight (8) hours during a normal working day, and any time other normal day shift, and any time on Saturdays, and will be billed at 1.5 times the regular rate. Any time on Sunday or Holiday recognized by SISU will be billed at two (2) times the regular rate.
   C. The minimum invoice shall be for one-half day. Travel time in excess of four (4) hours in a travel only day will be invoiced as one full day.
   D. Standby time when a service representative is available as requested by the customer but is unable to proceed with work functions due to jobsite delays shall be considered billable hours.

2. Expenses (At cost + 15% handling fee)

   A. Travel – Business Class Plane, train, private or rental automobile charges from the point of regularly assigned location of the service representative, and return, plus any required local travel. Private automobile charges will be billed per the standard DOT rates per mile at the time of travel. Tolls and parking fees shall be billable at cost + 15%. When the field service representative travels from job to job, rather than returning to his headquarters, travel will be distributed pro rata.
   B. Living expenses for lodging, and all incidental cost will be billable at cost +15%.
   C. Small tools and consumables required for testing and or repairs will be billable at cost + 15%.
   D. Medical Testing including drug screening, COVID-19 testing, or other required exams or tests prior or during site entry will be billable at cost + 15%.
   E. Meals shall be reimbursed as a daily per diem rate of $85 per day.

3. General Information

   A. Design: Because of the nature of the application or the process requirements of the equipment, minor resizing or redesign of critical parts may become desirable and necessary at time of start-up or during yearly operation to improve the application of the equipment. Service time and expenses are chargeable for these changes, but any parts required for modification shall be billed at an agreed amount prior to order and/or installation.
   B. When Sisu finds it necessary to hire Service representatives of other companies to place in service major equipment, service rates of such other companies shall be invoiced at cost + 15%, and in accordance with their respective service rate schedule.
   C. Terms of payment are net cash, due and payable upon receipt of invoice.
   D. Foreign service is available in accordance with Sisu field service rates that are available upon request.

4. Limitation of Liability

   A. Sisu shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the purchaser. Sisu shall not be liable to the purchaser for any loss or injury to persons or property caused in whole or in part by the negligence of the purchasers, employee contractors, suppliers or their employees, agents or subcontractors. In no event shall Sisu be liable for special indirect or consequential damages.

5. Insurance

   A. Sisu maintains the following insurance coverage:
   General Liability Insurance - $1,000,000 (U.S. Dollars)
   Workman's Compensation – Statutory

ENERGY & ENVIRONMENTAL

STANDARD TERMS AND CONDITIONS FOR EQUIPMENT SALES AND SERVICES REV 1.0

1. **GENERAL**

a. All sales between SISU Energy & Environmental, LLC, ("Seller") and Buyer are subject to the following terms and conditions. Provisions additional to or inconsistent with those contained herein, including, without limitation, penalty or liquidated damages provisions for late delivery, shall not be binding on Seller unless such provisions are specifically identified and accepted in writing by Seller. Orders shall be binding upon Seller only after acceptance by Seller in writing. These Standard Terms and Conditions shall apply to the exclusion of any additional or different terms and conditions stipulated or referred to by the Buyer in its pre-contract negotiations, authorization or purchase order or as otherwise implied by law, trade, custom, practice or course of dealing.

b. The most recent version of these Standard Terms and Conditions ("Agreement") shall apply for all of Seller's performance. The most recent installation rates and service charges as applicable as published or applied from time to time shall apply for all of Seller's performance.

2. WARRANTIES, REMEDIES, AND LIMITATIONS – NEW EQUIPMENT

a. Standard Equipment ("Equipment") manufactured by Seller and sold hereunder is warranted to be free from defects in workmanship and material for a period of ___ year from the date of shipment. During the warranty period, the Seller's liability and Buyer's remedy under this warranty are limited to the repair or replacement, at Seller's option, of products found in Seller's reasonable judgment to have been defective in workmanship or material, with Seller's maximum liability being limited to the original price of the Equipment. For components or units purchased by Seller, this warranty shall apply only to the extent of the warranty granted by the suppliers thereof. Seller will not pay for travel and living expenses incurred in connection with the repair or replacement, which expenses will be billed to the Buyer at Seller's prevailing rates. This warranty is conditional upon receipt by Seller of written notice of defects within ___days after discovery by Buyer within the warranty period. Unless Buyer provides Seller with written documentation of the maintenance performed on the Equipment, Seller reserves the right not to honor a warranty claim. Unless specifically agreed in writing, Seller shall have no responsibility for the overall performance of Buyer's equipment not worked on by Seller. This warranty does not cover any defects or failures due to (i) negligence, accidents, abuse, improper operation, improper maintenance, improper electrical/mechanical interfacing of Seller products with other products, electrical failure, or abnormal conditions of moisture, temperature, dirt, and corrosive matter, (ii) products tampered with or altered, modified or repaired by anyone not previously approved by Seller, (iii) products damaged in shipment or otherwise without Seller's fault. This warranty does not include the cost of any labor for diagnostic purposes or expenses incurred for the adjustment of products sold hereunder. Transportation charges and risk of loss for allegedly defective products will be assumed by Seller only if returned by Buyer in strict accordance with written instructions from Seller. Replacement parts and charges associated with their replacement will be charged to the Buyer until defective parts are returned under a returned goods authorization from Seller, prepaid, accompanied by

an Authorized Return of Goods Tag, to Seller's plant. If, in the opinion of Seller, the parts are found to be defective, then credit will be given to the Buyer for the replacement parts. This warranty does not apply to experimental, developmental or non-standard products which are sold "as is".

b. Seller warrants that the products sold hereunder will not in and of themselves infringe any patent issued in the United States of America. Seller's liability under this warranty is limited

to Seller's defense of any suit or proceeding brought against Buyer based on a claim that any Seller product sold hereunder when employed in the manner intended by Seller constitutes an infringement of any patent of the United States. Seller's liability hereunder is conditioned upon Buyer's giving prompt written notice of any such claim made against Buyer, all such information available to Buyer and such assistance as required by Seller in respect to such claim and Buyer's granting to Seller exclusive control of the settlement and litigation of any such suit, proceeding or claim. If Buyer's use of the product in the manner intended by Seller is finally enjoined, Seller shall at its option (i) procure for Buyer the right to continue using the product, (ii) replace same with a non-infringing product, (iii) modify the product so it becomes non-infringing but equivalent or (iv) remove the product and refund the purchase price (less allowance for use, damage and obsolescence). In no event will Seller be liable for any patent infringement based on the use of the product for a purpose other than that for which it is sold by Seller. Seller makes no warranty against patent infringement resulting from products made to Buyer's specification or the use of the product in combination with other products or in the practice of any process and if a claim, suit or action is based thereon Buyer shall defend, indemnify and save Seller harmless therefrom. Notwithstanding the foregoing, in no event shall Seller's liability to Buyer under this Section 2b. exceed $_____USD.

c. Seller warrants to Buyer that it will convey good title to the Equipment sold hereunder. Seller's liability and Buyer's remedy under this warranty are limited to the removal of any title defect or, at the election of Seller, to the replacement of the Equipment or any part thereof which is defective in title; provided, however, that the rights and remedies of the parties with respect to the patent infringement shall be limited to the provisions of paragraph (b) above.

d. Seller is not liable for defects in design arising out of a design stipulated or specified by Buyer.

SELLER'S FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN, AND FOR DELAY OR NONDELIVERY WHICH IS NOT EXCUSABLE SHALL BE LIMITED TO THE PURCHASE PRICE OF THE EQUIPMENT IN RESPECT OF WHICH THE DELAY OR NONDELIVERY IS CLAIMED, TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR PROFITS. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER.

3. NEW EQUIPMENT INSTALLATION AND OTHER SERVICES

For new equipment installation and other services, the following additional provisions shall apply:

a. Safety. Buyer shall inform Seller personnel at Buyer's own expense of existing safety regulations and hazards and shall undertake all action for the protection of persons and property at the worksite.

b. Support. Buyer, at its own expense, shall support Seller personnel in carrying out the work and, to the required extent render all support services required under the agreement such as the preparation of the construction site, the provision of tools and cranes and elevators, and the provision of water, steam, and electricity, etc.

c. Timing. Buyer's support must warrant that Seller's work can begin immediately upon the arrival of Seller's personnel and can be carried out without delay up to acceptance.

d. Seller Action. If Buyer does not comply with its obligations, Seller shall be entitled, but not obliged, to take the action to which Buyer is obliged in its stead and at its expense.

e. Delay. If Seller's performance cannot be carried out by Seller on grounds for which Seller is not responsible, Buyer shall compensate Seller for already rendered performance and any incurred time and expense.

f. Deadlines. Should the performance fail or deteriorate prior to acceptance through no fault on Seller's part, Buyer shall pay Seller the price minus any savings in expenses. Installation deadlines are only binding if confirmed by Seller in writing.

4. DELIVERY AND FREIGHT; RISK OF LOSS

Title to and risk of loss of all Equipment parts sold hereunder shall pass to Buyer upon delivery F.O.B. SELLER's plant to an agent of the Buyer including a common carrier. However, the Seller maintains a security interest in the Equipment or parts until full payment is made to the Seller. Seller has the option to select point of origin shipment, method of transportation and routing of shipment. Seller is liable for any delay, loss or damage in transportation however occasioned. All prices listed provide for standard packing for domestic shipment in accordance with SELLER's standard specifications. Special packaging shall be requested and invoiced accordingly.

5. PRICES, CREDIT AND PAYMENT

a. Buyer shall make payments to Seller for products or services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including those enforceable under U.S. Law.

b. Buyer shall pay for Equipment according to the terms of payment as specified on the face hereof or those terms specifically quoted to Buyer in writing. Pro rata payments shall become due as deliveries are made.

Minimum billing by Seller shall be $_____ net. If any work is delayed by the Buyer, payments shall be made on the purchase price and the percentage of completion as determined by Seller. Seller shall be entitled to invoice in addition to the price quoted all additional wage costs, including premiums thereon, incurred for overtime requested by Buyer. Price quotes shall remain firm for thirty days from the date of Seller's quote, but prices otherwise are subject to change without notice.

c. If Buyer shall fail to fulfill the terms of payment or if Seller at any time shall have any doubt as to Buyer's financial responsibility, Seller without liability to Buyer may decline to make further shipments except against cash or satisfactory security at its option.

d. If Seller is prevented from revising prices or from continuing any price already in effect by an action of government or by compliance with any request of government, Seller may cancel this agreement or any undelivered portion thereof without liability to Buyer upon written notice of such termination to Buyer.

6. TAXES, DUTIES AND EXCISES

In the absence of satisfactory evidence of exemption supplied to Seller by Buyer, Buyer shall pay in addition to the price of the Equipment or parts all taxes, duties, excises or other charges for which Seller may be responsible for collection or payment to any government (national, state or local) upon, measured by or relating to the importation, exportation, production, or any phase or part of the production, storage, sale, transportation and/or use of the Equipment or parts identified on the face hereof.

7. CANCELLATION

Requests for cancellation of any order by Buyer must be in writing and will be subject to payment by Buyer on the following basis:

Any items which, upon receipt of a written notice of cancellation are within _____days of completion, are to be completed and paid for by the Buyer in full under the regular terms and conditions of billing. On all items for which materials have been purchased but on which no actual production has been started, payment will be made on the basis of actual cost of materials purchased, plus __% on the total of such cost and expenses. On all items already entered for production and which are not within thirty calendar days of completion, payment will be made on the basis of actual cost of labor (including without limitation engineering services), materials and supplies applied to the production of such items, any other cost or liability which in the circumstances was reasonably incurred by the Seller in the expectation of completing the Equipment or in the winding down of the work, plus overhead expenses allocated in accordance with generally accepted accounting practice as applied by Seller, plus __% on the total of such cost and expenses; provided the total shall not exceed ____% of the agreement price. In the event of cancellation of incomplete Equipment, Seller's figures, which shall be reasonably calculated based upon standard accounting practices, shall be accepted as final and conclusive and Buyer's request for disposition of the material canceled shall be given to Seller within thirty calendar days from date of notice to Buyer of the cost of cancellation. Buyer's failure to request final disposition of canceled material within said thirty days shall be conclusive evidence of Buyer's agreement

that Seller may dispose of the canceled material as it sees fit without obligation of any nature by Seller to Buyer.

8. RETURNED MATERIAL

Seller may, at its discretion, accept return of standard products, parts or components for restocking credit. No product, part or component is to be returned without Seller's prior written approval. Standard products, parts or components authorized by Seller for return are subject to a __% service charge plus Seller's original transportation costs and must be returned to Seller at Buyer's expense and risk of loss and in their original condition.

9. DELAY

a. Buyer acknowledges that delivery dated for Equipment sold hereunder is based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller.

b. Seller shall not be charged with any liability for delay or non-delivery when due to delays of suppliers, production problems, acts of God or the public enemy, compliance with any applicable foreign or domestic court order or governmental regulation, order or request whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any other cause beyond the reasonable control of Seller. In the event of any such delay, the date of delivery shall be extended for a period of time equal to the time lost be reason of the delay, but this agreement shall remain otherwise in effect and Buyer shall not be relieved of his obligations to accept delivery as so delayed.

c. Seller is entitled to seek an adjustment of the agreement price and/or agreement time(s) if its cost or time to provide the Equipment or perform the service(s) has been adversely impacted by any suspension of stoppage of work by Buyer.

10. ENGINEERING DRAWINGS

General layout drawings will be submitted to the Buyer for approval and the Buyer will be asked to approve or comment on these drawings in regard to the scope of the work and overall dimensions. Approval by Buyer does not relieve Seller of obligation to perform to all the other specifications of this agreement. In the event of interference, the Buyer will be responsible for supplying Seller with information that will eliminate interferences of Seller's Equipment with other equipment, piping and wiring. Layout drawings will be used for the preparation of fabrication drawings after they are returned with the Buyer's approval or comments.

All additional engineering and/or drafting costs required to revise layout drawings and manufacturing drawings as a result of changes requested by Buyer after initial approval will be invoiced to the Buyer at Seller's prevailing per hour rates. Increases in manufacturing costs that result from such changes will be presented to the Buyer for approval of Seller's increased price before work commences.

11. INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIAL INFORMATION

Seller Technology is the sole property of Seller. Except as provided in this Section 12 and Section 13, Buyer acquires no right, title or interest in or to the use of Seller Technology. Software created by Seller qualifies as original works and constitutes copyrightable material. Buyer agrees to restrict the use of Seller Technology, and any other Seller confidential technical information, to the installation, testing, calibration, operation or maintenance of the Equipment purchased by Buyer.

"Seller Technology" means the knowledge, information, discoveries, patents, patent applications, copyrights, mask works, concepts, ideas and other intellectual property owned by Seller and/or its subsidiaries or affiliates, whether patentable, copyrightable or not, including without limitation, know-how, processes, methods, formulae, software algorithms and techniques, and all manifestations or embodiments thereof and improvements made thereto and derivatives therefrom. It may be in electronic form or any other form.

Except as required by law, Buyer shall not use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any information of Seller it reasonably knows to be confidential or proprietary.

12. USE OF SELLER'S DRAWINGS, REPORTS, AND OTHER SUBMITTALS

Buyer shall have the right to reproduce any and all drawings, reports or other submittals received from Seller if such reproduction does not include any confidential, proprietary or work product information belonging to the Seller; if such reproduction includes such information, Buyer may reproduce such information only if it relates to the installation, testing, calibration, operation or maintenance of the Equipment.

13. SPECIFICATIONS

With the exception of this project, the Seller reserves the right to make product changes and modify product specifications without notice. Seller shall be under no obligation to incorporate any such changes or modifications in products manufactured prior to implementation of such changes and modifications. In cases of ambiguity in the specifications, drawings, designs, or other requirements of an order, Seller's reasonable interpretation of any such requirements shall be final.

14. STORAGE OF EQUIPMENT

If a delay in the shipping date is requested by the Buyer within 60 days before the scheduled shipping date, Seller at its option may place the Equipment in storage facilities and the Buyer will pay the cost of special handling, storage and insurance. Equipment held for the Buyer shall be at the risk of Buyer.

15. SOFTWARE

The general terms and conditions of software providers for their software products contained in Seller's Equipment shall have priority over these General Terms and Conditions. Should such terms and conditions not be available, Seller can provide to the Buyer upon request. Seller's Terms and Conditions shall be in

supplement to the software providers. In the event the terms and conditions of the other providers are invalid, Seller's Terms and Conditions shall control. Buyer shall receive a perpetual, simple, non-exclusive right of use to Seller's software products. The grant of sublicense is not permitted. Seller is not obliged to provide the source code on which the software is based. Buyer may only process software products to the extent permissible under law. Buyer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without Seller's prior written consent.

16. LIMITATION OF LIABILITY

The total liability of Seller and its subcontractors, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, shall not exceed the date of sale contract price. Except as to warranty of title to any goods furnished, all Seller liability shall terminate upon the expiration of the warranty period specified in the contract, provided, however, that Buyer may enforce a claim of such liability by an action timely commenced in a court of competent jurisdiction in accordance with the applicable statute of limitations and/or statute of repose, but in no event later than one (1) year after expiration of the warranty period.

17. CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER MEGTEC NOR ITS SUBCONTRACTORS SHALL BE LIABLE, WHETHER ARISING OUT OF CONTRACT (INCLUDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES), TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, OR ANY OTHER CAUSE OF OR FORM OF ACTION WHATSOEVER, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT OR OTHER FACILITY SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTION, COST OF PURCHASED OR REPLACEMENT POWER, CLAIMS OF BUYER'S CUSTOMERS, SUBCONTRACTORS, VENDORS OR SUPPLIERS, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE, FINES OR PENALTIES ASSESSED OR LEVIED BY ANY GOVERNMENTAL AGENCY BASED ON THE OPERATION, NON-OPERATION, OR USE OF THE EQUIPMENT OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE, WHETHER SIMILAR OR DISSIMILAR TO THOSE ENUMERATED ABOVE, ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER.

18. INDEMNITY

During the term of this Agreement and to the extent of its negligence, Seller will indemnify and save Buyer harmless at all times against any claims, damages, lawsuits, litigation, expenses, counsel fees and compensation for bodily injury, death or third-party property damage during its performance under this Agreement at Buyer's premises.

19. SECURITY INTEREST

Seller may, at its discretion, require a Security Agreement from Buyer pursuant to which Buyer will grant Seller a purchase money security interest in the Equipment identified in the agreement purchased by Buyer from Seller and any proceeds thereof. If so required by Seller, Buyer will execute all appropriate documents, including a form UCC-1, to perfect and evidence such security interest.

20. ASSIGNMENT AND NON-WAIVER

a. This agreement is not assignable or transferable by Buyer whether voluntary or by operation of law, in whole or in part, without the prior written consent of Seller.

b. Seller's failure to insist upon strict performance of any provision hereof shall not be deemed to be a waiver of Seller's rights or remedies or a waiver by Seller of any subsequent default by Buyer in the performance of or compliance with any of the terms hereof.

21. SEPARATE AGREEMENT

Each delivery shall stand and may be recovered for as a separate and independent agreement. If Buyer fails to fulfill the terms of order, purchase, or payment under this or any other agreement with Seller, Seller without prejudice to other lawful remedies may at its option defer further shipments hereunder until such default is made good, treat such default as a breach of this entire agreement or terminate this agreement.

22. ROYALTIES; MISCELLANEOUS

The purchase of Equipment from Seller confers no license, express or implied, under any patents. When Equipment identified on the face hereof include Equipment suitable for use according to Seller's patents, a royalty (amount obtainable upon request) is included in the purchase price. Equipment identified on the face hereof may vary according to Seller's established limits, sizes and tolerances in effect at the time of delivery in respect of such Equipment. ANY ADVICE FURNISHED BUYER CONCERNING THE USE OF THE EQUIPMENT SHALL REPRESENT SELLER'S BEST JUDGMENT IN THE CIRCUMSTANCES BUT IS ACTED UPON AT BUYER'S SOLE RISK.

23. INSURANCE

Seller shall maintain Commercial General Liability Insurance policies to protect Seller’s legal liability and Workers’ Compensation protection for Seller’s employees. Upon written request, certificates evidencing the insurance in effect will be forwarded to the Buyer. If Buyer has requested to be named additional insured with a waiver of subrogation included by endorsement to Seller’s Commercial General Liability Insurance policy, such additional insured endorsement and waiver of subrogation shall only be to the extent of any contractual indemnity obligations expressly assumed by Seller in this Agreement.

24. COMPLIANCE; EXPORT RESTRICTIONS;

a. Sales to Buyer are expressly made subject to any applicable laws, regulations, orders, or other restrictions on the export of the technology or information about the Equipment or the Equipment which may be imposed from time to time. Buyer shall not export the information about the Equipment or the Equipment without complying with such laws, regulations, orders, or other restrictions. Buyer agrees to indemnify and hold harmless Seller against all claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent such claims arise out of any breach of this Section. b. Buyer shall not pay, make any offer or promise to pay, gift, or promise to give monies or anything of value; nor authorize any such pay, offer or promise to pay, gift, or promise to give by anyone acting for or on behalf of Buyer or Seller, to any person that is contrary to the provisions of any anti-bribery rules, including the Foreign Corrupt Practices Act. c. Notwithstanding anything to the contrary herein, Seller may terminate the purchase order at any time, without any liability or obligations to Buyer, if Seller believes, in good faith, that Buyer has violated Articles 25(a) or (b). Any action by Buyer which would or might constitute a violation of any provision of any anti-bribery rules or a request for such action from or by Buyer shall result in immediate termination of the purchase order without further liability or obligation of Seller.

25. ENTIRE AGREEMENT AND CONSTRUCTION

a. The agreement between Buyer and Seller in respect of the Equipment identified on the face hereof consists in its entirety of the terms and conditions appearing on the face and back of this document in lieu of all others and supersedes all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No modification shall be effected by the acknowledgment or acceptance of Buyer's purchase order forms or other documents containing terms and conditions different from or in addition to those contained herein.

b. Acceptance or use by Buyer of any Equipment delivered hereunder shall be an acceptance of these as the only terms and conditions applying to the purchase and sale of said Equipment unless other terms and conditions are agreed to in writing signed by both parties specifically referring to this agreement.

c. This agreement shall be interpreted in accordance with and the construction thereof shall be governed by the laws of the State of Oklahoma excluding the application of any conflict of law or choice of law provisions. Seller and Buyer hereby consent to the jurisdiction of the state circuit courts of Tulsa County, Oklahoma or the federal district court of the district of Oklahoma, as applicable.

d. If any court of competent jurisdiction holds that any provision of these terms and conditions is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the terms and conditions will not be affected or impaired, and all remaining terms of these terms and conditions remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

Captions as used in these terms and conditions are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.

ENERGY & ENVIRONMENTAL

26. DISPUTE RESOLUTION

Seller and Buyer shall attempt in good faith to resolve any dispute arising out of or relating to the agreement by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the agreement. Either party may give the other party notice of any dispute not resolved in the

normal course of business. Within ___ days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and summary of arguments supporting that position; and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within __ days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute.

If the dispute has not been resolved by non-binding means as provided herein within 60 days of the initiation of such procedure, either party is not precluded from initiating litigation; provided, however, that if one party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting party may initiate litigation before the expiration of the above period.

SISU ENERGY & ENVIRONMENTAL, LLC. SELLER

By:_____

Date: _____

BUYER

By: _____

Date: _____

ENERGY & ENVIRONMENTAL

SOLE SOURCE PROVIDER STATEMENT

Date: October 5th, 2026
Product Name: FH-2400V "FreeHeat"
Provider: Sisu Energy and Environmental, LLC.
Patent Number: US10239018 B2

To Whom It May Concern,

This letter serves as official documentation that Sisu Energy & Environmental, LLC. is the **sole source provider** of the **FH-2400V "FreeHeat" Exchanger**. Our FH-2400V is a patented proprietary technology developed and distributed exclusively by our organization.

No other company can manufacture or supply our FH-2400V Exchanger. This exclusive availability is due to the following proprietary engineering and intellectual property:

- **Patented Technology:** Sisu Energy and Environmental, LLC, holds the exclusive patent for the internal vaporization of ammonia through the FH-2400V Exchanger.
- **Exclusive Mechanics:** The internal vaporization process is an integrated component of the systems design. This process cannot be replicated, substituted, or modified by any other manufacturer without violating our intellectual property rights.

Consequently, competition is precluded by the existence of these patent rights. No other functional equivalent or alternative product exists on the market that features our patented internal ammonia vaporization technology.

If you require any additional information or details please don't hesitate to contact myself or Peyton Battenfield at (918) 381-7323 or by email at pbattenfield@sisu-ee.com.

Sincerely,

Charles Lockhart
Director of Sales & Field Services
918-859-1972
Clockhart@sisu-ee.com
Sisu Energy & Environmental

CITY OF ST. GEORGE AGREEMENT FOR EQUIPMENT SUPPLY AND INSTALLATION FOR FH-2400V FREEHEAT SYSTEM WITH SISU ENERGY & ENVIRONMENTAL, LLC

This 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 Sisu Energy & Environmental, LLC, an Oklahoma limited liability company, with offices at 5801 East 41st Street, Suite 1005, Tulsa, Oklahoma 74135 (hereinafter "CONSULTANT").

WITNESSETH THAT:

WHEREAS CITY desires equipment and related services to be provided and has solicited CONSULTANT to provide engineering, fabrication, supply, delivery, and turnkey installation of one (1) Sisu FH-2400V "FreeHeat" exhaust-heated dilution air heater and ammonia vaporization system in the GE LM6000PD Emissions Reduction Unit serving the MC-2 gas turbine generator at the CITY's Millcreek Generation Facility (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted Sisu Turnkey Proposal F25-169 Rev. 1 dated August 6, 2026 (the "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;

WHEREAS, pursuant to St. George City Code § 1-10B-5(A), CITY has determined that the PROJECT is not adapted to award by competitive bidding because CONSULTANT designed and supplied CITY's existing Emissions Reduction Unit and the FH-2400V system is uniquely suited to CITY's needs by reason of its compatibility with that unit and its existing ammonia vaporization equipment, and, pursuant to St. George City Code § 1-10B-5(D), the City Council approved this Agreement on _____, 2026;

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

1. **ENGAGEMENT OF CONSULTANT.**

1.1 CONSULTANT, and each subcontractor performing installation work at the PROJECT site, holds every license required by the State of Utah for the work, including any contractor license required under Utah Code Title 58, Chapter 55, and any business license required by the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to perform the work 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 services under this Agreement in accordance with the care, skill, and diligence ordinarily exercised by professionals performing similar services in the same or similar locale and under similar circumstances to that of CONSULTANT under this Agreement.

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 §1324a. 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 § 1324a, 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 § 1324a 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 as well as attorney fees, notwithstanding Section 21. 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.

CONSULTANT CERTIFICATION (St. George City Code § 1-10B-15): By submitting a proposal and/or by signing this contract, contractor 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 § 1324a. Contractor agrees to produce, at the city's request, such documents which are required to verify compliance with applicable State and Federal laws. If the contractor knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between contractor and the city. In the event this contract is terminated due to violation of 8 USC § 1324a by the contractor or by a subcontractor of the contractor, the contractor shall be liable for any and all costs associated with such termination including, but not limited to, any damages incurred by the city as well as attorney fees.

CONSULTANT acknowledges that it has read, understands, and agrees to comply with the requirements of federal and state law regarding eligibility of workers. CONSULTANT: _____ (signature)

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 CONSULTANT may use subcontractors only as identified in writing to and approved by CITY before they perform any work; each subcontractor performing work that requires a license shall hold the required Utah license; and CONSULTANT remains fully responsible for the work of its subcontractors. 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 CONSULTANT shall perform the work described in the attached Scope of Work (**"Exhibit A Scope of Services"**) which is made a part of this Agreement by this reference. Exhibit A incorporates only the technical scope of work, schedule, and pricing set forth in the Proposal. All terms and conditions contained in or attached to the Proposal, including without limitation CONSULTANT's "Standard Terms and Conditions for Equipment Sales and Services Rev 1.0" and "Field Service Rates 2027 Domestic," and any terms in any CONSULTANT quotation, acknowledgment, invoice, or other form, are excluded and shall have no force or effect. 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 Except for the CITY responsibilities expressly listed in Exhibit A, 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"**.

2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

2.4 EQUIPMENT WARRANTY. CONSULTANT warrants that the FH-2400V system and all materials and workmanship furnished under this Agreement (a) will be new, free from defects in design, materials, and workmanship, and in conformance with the Proposal and the approved drawings; and (b) when installed, will provide all heat required to vaporize the aqueous ammonia flow needed for the Emissions Reduction Unit to meet the NOx limits of CITY's air permit under all operating conditions tested under Section 2.9, including maximum turbine load, without operation of the existing electric dilution air heater or vaporizer band heaters, as represented in the Proposal. The warranty period is twenty-four (24) months from the date of startup or thirty-six (36) months from the date of delivery, whichever is earlier. During the warranty period CONSULTANT shall, at its sole cost, promptly repair or replace any nonconforming work, including all associated engineering, labor, travel, shipping, removal, and reinstallation costs. This warranty is in addition to any other warranty provided by law.

2.5 TITLE; RISK OF LOSS; LIENS. Risk of loss of the equipment, materials, and work, including loss or damage occurring during installation, remains with CONSULTANT until final acceptance under Section 2.9. CITY's inspection of equipment upon delivery is for conformance only and is not acceptance. Until final acceptance, CONSULTANT shall insure the equipment and materials in transit, in storage, and at the PROJECT site for their full replacement value. Title to equipment and materials, including exchanger tubes and other materials held at CONSULTANT's or its suppliers' facilities, passes to CITY upon the earlier of payment for them or their delivery to the PROJECT site, free and clear of all liens, security interests, and encumbrances, including any interest held by CONSULTANT or its lenders. CONSULTANT shall segregate and mark as CITY property all materials for which CITY has paid. CITY shall not grant CONSULTANT a security interest in the equipment or execute any UCC financing statement.

2.6 SITE INVESTIGATION; CHANGES. CONSULTANT shall complete its site visit within four (4) weeks after the Notice to Proceed. Any adjustment of price or schedule resulting from the site visit, the condition of the casing floor, or any other condition shall be made only by written change order approved in accordance with St. George City Code § 1-10B-4(F) before the affected work is performed. CONSULTANT is not entitled to compensation for delay, standby time, extra work, or markups, including any cost-plus-fifteen-percent (15%) charge, unless approved in advance in a written change order.

2.7 INTELLECTUAL PROPERTY. CONSULTANT represents and warrants that it has the right to sell and install the FH-2400V system and that the system and CITY's use of it will not infringe any patent, copyright, trade secret, or other intellectual property right of any third party. CONSULTANT grants CITY a perpetual, irrevocable, royalty-free, nonexclusive license to use, operate, maintain, repair, and modify the system and all drawings, manuals, software, and documentation furnished under this Agreement for CITY's facilities. Use of the system and that documentation to operate, maintain, repair, or modify the system is use for the PROJECT and is not reuse under Section 13.5.

2.8 SOLE SOURCE REPRESENTATION. CONSULTANT represents that the FH-2400V system is a proprietary design that is manufactured and supplied only by CONSULTANT and that no other person is authorized to supply it. CONSULTANT acknowledges that CITY has relied on this representation in awarding this Agreement without competitive bidding.

2.9 PERFORMANCE TEST AND ACCEPTANCE. After installation, CONSULTANT shall conduct, and CITY may witness, a performance test of the system under the operating conditions CITY designates in writing, which shall include startup, minimum and maximum turbine load, and load changes between them. The system passes the test if, at each tested condition, it vaporizes the required aqueous ammonia flow and maintains the ammonia injection temperature permissive without operation of the existing electric dilution air heater or vaporizer band heaters, and the Emissions Reduction Unit meets the NOx limits of CITY's air permit. CONSULTANT shall correct any failure and retest at its own cost. Final acceptance occurs only upon CITY's written notice that the system has passed the performance test and that CONSULTANT has delivered all as-built drawings, operation and maintenance manuals, and lien waivers.

3. **TERM OF AGREEMENT.**

3.1 This Agreement shall be effective as of the date executed by all parties and shall continue until final completion and acceptance of the PROJECT and expiration of the warranty period, unless otherwise terminated as set forth in this Agreement. CONSULTANT shall deliver the equipment to the PROJECT site no later than eight (8) months after the Notice to Proceed. CITY shall designate the outage window for installation by written notice given at least thirty (30) days in advance. CONSULTANT shall mobilize on the first day of that window, complete installation within eight (8) consecutive workdays after mobilization, and complete the performance test under Section 2.9 within fourteen (14) days after installation is complete.

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 Scope of Services"**. The total compensation under this Agreement shall not exceed four hundred ninety-three thousand, five hundred dollars ($493,500.00), consisting of a firm fixed price of $481,500.00 for the engineered, supplied, and installed FH-2400V system and shipping at actual cost without markup, not to exceed $12,000.00.

4.2 PAYMENT MILESTONES. CITY shall pay the firm fixed price in the following installments, as set forth in the Proposal, each within thirty (30) days after CITY receives a proper invoice and verifies that the milestone is complete: (a) twenty percent (20%) upon CONSULTANT's receipt of order, which occurs upon full execution of this Agreement; (b) twenty percent (20%) upon CONSULTANT's submittal of the approval drawings; (c) forty percent (40%) upon CONSULTANT's receipt of the exchanger tubes; and (d) twenty percent (20%) upon completion of installation and CONSULTANT's demobilization from the site. Shipping shall be invoiced at actual cost, with supporting freight invoices, and paid with the first milestone payment following delivery.

4.3 ADVANCE PAYMENT BOND. Because the payments in Section 4.2(a) through (c) are made before the equipment is delivered to the PROJECT site, CONSULTANT shall deliver, upon execution of this Agreement and before CITY makes any payment, an advance payment bond in an amount equal to eighty percent (80%) of the firm fixed price ($385,200.00), issued by a surety authorized to do business in Utah and acceptable to the City Attorney. The bond shall secure the repayment to CITY of all amounts paid before delivery if CONSULTANT fails to deliver the equipment in accordance with this Agreement, and shall remain in effect until the equipment is delivered to the PROJECT site and accepted by CITY. This bond is in addition to the bonds required by Section 5.10.

4.4 NO OTHER CHARGES; TAXES. The compensation in Section 4.1 is the entire compensation for the PROJECT and includes all engineering, materials, labor, equipment, supervision, travel, per diem, lodging, consumables, and startup and technical assistance necessary to complete the PROJECT. CONSULTANT's field service rates and expense markups do not apply unless CITY requests additional services by written change order. CITY is exempt from Utah sales and use tax and will furnish an exemption certificate on request; CONSULTANT shall not charge CITY any tax from which CITY is exempt.

4.5 CATALYST RECLAIM CREDIT. If CONSULTANT provides a credit for reclaim of CITY's existing CO catalyst as described in the Proposal, CONSULTANT shall state the amount of the credit in writing, and the credit shall be applied against the next payment due under Section 4.2. Any credit reduces, and does not increase, the total compensation under Section 4.1.

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, identify the payment milestone completed and the current invoice amount, 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.

5.10 BONDS. Upon execution of this Agreement, CONSULTANT shall deliver to CITY a performance bond and a payment bond, binding upon execution of this Agreement, each in an amount equal to one hundred percent (100%) of the total compensation in Section 4.1, issued by a surety authorized to do business in Utah and acceptable to the City Attorney, in accordance with St. George City Code § 1-10B-9 and applicable Utah law.

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 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, and the CITY responsibilities listed in Exhibit A. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents. If any information provided to CONSULTANT is outside of CONSULTANT's area of expertise, CONSULTANT must notify CITY of its inability to verify the accuracy of that information provided. CITY may terminate this agreement upon receiving such notice if the information CONSULTANT cannot verify is material to the project or reason for hiring CONSULTANT.

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 on all policies required under this Agreement 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.

K. A provision that a waiver of subrogation is provided by the carrier to Certificate Holder.

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. This requirement is waived for CONSULTANT if a vehicle is not required to perform 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.

11.8 CONTRACTOR'S POLLUTION LIABILITY: CONSULTANT shall carry and maintain contractor's pollution liability insurance in an amount not less than $1,000,000.00 per occurrence covering bodily injury, property damage, and cleanup costs arising from any sudden or accidental release of ammonia or other pollutants caused by the work.

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 (including attorney 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, 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 for the Project contemplated by this Agreement;

B. CONSULTANT's failure or refusal, whatever the reason, to pay its subcontractors or suppliers for Work performed under the Agreement, provided, however, CITY has timely paid CONSULTANT for its services in accordance with this 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, to the extent such claims do not arise from the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CITY or CITY's officers, employees, agents, or representatives. 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. Within the scope of CONSULTANT's defense obligation in Section 12.1 above, 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 To the extent Utah law limits the indemnification or defense obligations of a design professional, those limits apply only to the design professional services portion of the PROJECT and do not limit CONSULTANT's obligations with respect to the equipment, materials, installation, and other work under this Agreement.

12.5 CONSULTANT shall defend, indemnify, and hold harmless CITY, its elected officials, officers, and employees from and against any claim that the FH-2400V system or CITY's use of it infringes or misappropriates any patent, copyright, trade secret, or other

intellectual property right of a third party.

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.

13.6 Notwithstanding Section 13.1, CONSULTANT retains ownership of its pre-existing proprietary designs and technology, subject to the license granted in Section 2.7. Any claim of business confidentiality is governed by Section 22.

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 for convenience by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.

15.2 In the event of termination for convenience, CITY shall pay CONSULTANT, less all amounts previously paid, (a) the value of work properly performed through the termination date, and (b) the documented, reasonable costs of equipment and materials fabricated or procured for the PROJECT, and of noncancelable commitments, that CONSULTANT cannot cancel, return, or resell after reasonable efforts to mitigate, net of any return, resale, or salvage credits. CONSULTANT shall not be paid anticipated profit on work not performed, and total payments shall not exceed the total compensation in Section 4.1. Upon payment, title to all equipment and materials paid for shall pass to CITY, and CONSULTANT shall deliver them to CITY.

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.

15.4 TERMINATION FOR DEFAULT. If CONSULTANT fails to perform a material obligation under this Agreement and does not cure the failure within ten (10) days after written notice from CITY (or, if the failure cannot reasonably be cured within ten days, does not begin the cure within that time and diligently complete it), CITY may terminate this Agreement for default by written notice. Upon termination for default, CITY shall make no further payment until the PROJECT is completed by CITY or others; CONSULTANT shall be liable for CITY's costs of completion in excess of the unpaid balance of the compensation and for CITY's other damages; CONSULTANT shall deliver to CITY all equipment and materials for which CITY has paid; and CITY may pursue its rights under the bonds and all other remedies available at law or in equity. If a termination for default is later determined to have been improper, it shall be treated as a termination for convenience.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, such as any Scope of Work or Exhibit attached to this Agreement, this Agreement shall govern. Without limiting the foregoing, the parties specifically agree, as contemplated by Section 25(b) of CONSULTANT's Standard Terms and Conditions for

Equipment Sales and Services Rev 1.0, that those terms and conditions, and any other terms in the Proposal or in any CONSULTANT quotation, acknowledgment, invoice, or other form, do not apply to this Agreement or the PROJECT.

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:	Sisu Energy & Environmental, LLC
	61 S. Main St.		5801 East 41st Street, Suite 1005
	St. George, Utah 84770		Tulsa, Oklahoma 74135
Attention:	City Attorney	Attention:	Charles Lockhart
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. **UTAH GRAMA COMPLIANCE.** CONSULTANT acknowledges and agrees that CITY is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. ("GRAMA").

22.1. *Public Records*. Notwithstanding any other provision of this Agreement, including any confidentiality or non-disclosure terms, CONSULTANT acknowledges that all records, documents, and information provided to CITY in connection with this Agreement may be subject to public disclosure pursuant to GRAMA. This Agreement, including all associated fees and execution dates, is a public record. CITY is legally prohibited from maintaining the entirety of this Agreement, or its financial terms, as confidential. CITY shall not be in breach of this Agreement for disclosing any information in accordance with a valid GRAMA request or a court order.

22.2. *Conflict of Terms*. If any conflict, inconsistency, or ambiguity arises between the terms of this Agreement and the requirements or provisions of GRAMA, GRAMA's provisions shall govern and prevail in all respects.

22.3. *Burden of Protection on CONSULTANT*. CITY will disclose all records related to this Agreement upon public request unless CONSULTANT strictly complies with Utah Code Ann. § 63G-2-309. To protect any trade secrets, unreleased intellectual property, or sensitive financial information under Utah Code Ann. § 63G-2-305, CONSULTANT must:

A. Concurrently with the execution of this Agreement, provide CITY with a formal, written "Claim of Business Confidentiality" that includes a concise statement of reasons supporting the claim; and

B. Clearly stamp or mark each specific page or file as "Protected - Trade Secret/Proprietary." Failure to fulfill both conditions waives any claim of confidentiality, and CITY may release the records without liability or further notice to CONSULTANT.

22.4. *GRAMA Indemnity*. If a third party submits a GRAMA request for records that CONSULTANT has marked as protected, and CITY denies the request based on CONSULTANT's claim, CONSULTANT shall—at its sole expense—indemnify, defend, and hold harmless CITY, its officers, employees, and agents from any and all claims, administrative appeals before the Utah Government Records Office, lawsuits, damages, liabilities, and costs arising out of or resulting from the non-disclosure of such records. CITY may elect to provide its own defense at its own expense.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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 by 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.

33. **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	SISU ENERGY & ENVIRONMENTAL, LLC
Jimmie B. Hughes, Mayor	Charles Lockhart, [Title — authorized manager or officer]
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
Christina Fernandez, City Recorder	Kristopher Pearson, Assistant City Attorney

EXHIBIT A
SCOPE OF SERVICES

This Exhibit A Scope of Services is attached to, and fully incorporated into, the 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: ___Sisu Energy & Environmental, LLC_____

Address: _5801 East 41st Street, Suite 1005, Tulsa, Oklahoma 74135_____

Email: ___clockhart@sisu-ee.com_____Phone Number: 918-859-1972_____

Scope of Services and/or Deliverables by Contractor:

- _____Sisu Turnkey Proposal F25-169 Rev. 1 dated August 6, 2026, pages 1 through 7 (technical scope, schedule, and pricing only). Pages 8 through 18 (Field Service Rates and Standard Terms and Conditions) are excluded.
- _____CITY responsibilities, at no cost to CONSULTANT: lockout/tagout; hot work and confined space entry permits under CITY's site procedures; continuous confined space air monitoring equipment; staging area; sanitary facilities; trash disposal containers and disposal of debris that CONSULTANT has collected at a CITY-designated location within the plant; utility hook-ups, including electrical; and unloading of delivered materials if CONSULTANT's installation crew has not mobilized. Confined space rescue: [CITY / CONSULTANT — to be confirmed]. All other labor, equipment, tools, scaffolding, consumables, supervision, and services necessary to complete the PROJECT are CONSULTANT's responsibility.
- _____
- _____

Compensation: City shall pay Contractor the following sum:

Firm fixed price of $481,500.00 for one (1) FH-2400V system, engineered, supplied, and installed, plus shipping at actual cost not to exceed $12,000.00, payable as provided in Section 4.2 of the Agreement; total not to exceed **four hundred ninety-three thousand, five hundred dollars, $493,500.00**.

(spell out dollar amount)(00.00)

Agenda Date: 10/22/2026 **Agenda Item Number:** 2f

Subject:

Consider approval of an Interlocal Fence Agreement with Washington County regarding the Tortoise Fence in Divario.

Item at-a-glance:

Staff Contact: Ryan Dooley

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

The County and City need to enter into an interlocal fence agreement to address those lands in Divario that are adjacent to the Red Cliffs Desert Reserve and to be in harmony with the Habitat Conservation Plan. This interlocal fence agreement will address this issue and has already been adopted by the County.

Staff Narrative (need/purpose):

The City owns certain open space property located within the Divario Master Planned Community that has been or will be deeded to it from Divario SG 730 LLC, and portions of said property being immediately adjacent to the Red Cliffs Desert Reserve (Reserve). The Habitat Conservation Plan (the HCP) was established in Washington County to protect Threatened and Endangered Species within the Reserve. Washington County administers the HCP. the HCP requires that the land developers and other entities who develop property immediately adjacent to the Reserve obtain written approval from the HCP for a fencing/containment plan along the border of the Reserve prior to excavation or erection of any structure on the property. The County and City are willing to approve the fencing plan and to undertake the necessary tortoise surveys and clearances in reliance upon the commitment of the City; The City may have need for mitigation land to support approval of roads, trailheads, utilities or other projects which occur in the Reserve.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Approve the Interlocal Fence Agreement and authorize the Mayor to sign.

Attachments

Interlocal Fence Agreement

Fencing agreement between Washington County and St. George

This agreement is entered into as of this 6th day of October, 2026 by and between Washington County (the "County"), a political subdivision of the State of Utah and Saint George City (the "City").

WHEREAS, the City owns certain open space property located within the Divario Master Planned Community that has been or will be deeded to them from Divario SG 730 LLC, and portions of said property being immediately adjacent to the Red Cliffs Desert Reserve ("Reserve"); and

WHEREAS, the Habitat Conservation Plan (the "HCP") was established in Washington County to protect Threatened and Endangered Species within the Reserve; and

WHEREAS, Washington County administers the HCP and employs the HCP Administrator to administer the HCP under County authority; and

WHEREAS, the HCP requires that the land developers and other entities who develop property immediately adjacent to the Reserve obtain written approval from the HCP for a fencing/containment plan along the border of the Reserve prior to excavation or erection of any structure on the property; and

WHEREAS, the County and Divario SG 730 LLC have entered into a fence agreement for their portion of land which is adjacent to the Reserve shown on Exhibit A; and

WHEREAS, there is a need to define the location and type of permanent containment fence for City Open Space within Divario that is adjacent to the Reserve; and

WHEREAS, the County and City are willing to approve the fencing plan set forth below and to undertake the necessary tortoise surveys and clearances in reliance upon the commitment of the City as set forth below; and

WHEREAS, the City may have need for mitigation land to support approval of roads, trailheads, utilities or other projects which occur in the Reserve; and

WHEREAS, the HCP has identified the current mitigation value of Open Space lands through its Technical Advisory Committee Recommendation shown in Exhibit B.

NOW, THEREFORE, City and the County do hereby agree as follows:

1. **Fencing Plan** The County shall construct a 3-wire range fence with tortoise mesh along City Open Space boundaries as depicted in Exhibit C. Where possible, natural barriers with a combination of tortoise mesh will be used in the larger open space area west of Divario. The County will install step-overs and ride-overs at the locations depicted in Exhibit C to facilitate

public use of the Reserve at the authorized trail locations. The City will install a utility gate and appropriate public access (step over and/or ride-overs) at its property located at 3081 Cecita Way.

2. **Signage.** The County will install signage at the fenced locations to identify the Reserve boundary, notice that dogs should be leashed, and provide additional recreation guidance or description of Reserve rules, if applicable. No Reserve signage will be placed if the fence or public access is more than 10 meters from the Reserve boundary. Instead, signs will be installed at the actual Reserve boundary to differentiate between the Open Space area and the actual Reserve boundary.

3. **Consideration of Mitigation Credit.** At the City's discretion and direction, the County agrees to evaluate City projects through its Advisory and Technical Committees (HCAC and TC) for consideration of the Open Space areas as mitigation credit for potential projects that may impact the Reserve. To facilitate this process, the baseline condition of the habitat in these Open Space areas was assessed by the TC on 8/19/2026 (Exhibit B). Amendments to the Reserve boundary will follow the process outlined by US Fish and Wildlife Service (Exhibit D).

4. **Maintenance of Fence and Attached Tortoise Mesh.** The County agrees to inspect the fence at least annually and maintain the fence and signage on Open Space boundaries for the duration of its HCP/ITP permit. The City agrees to maintain fence and signage on its property if the HCP expires or the ITP is no longer needed for development in the County, or if its land is formally added to the Red Cliffs Desert Reserve through amendment.

5. **Time is of the Essence.** Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

6. **Binding on Successors in Interest.** This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives and the obligations of the parties shall survive closing and shall not merge with any documents of title.

7. **Authorization.** Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

8. **Utah Law to govern.** This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

9. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.

10. **Integration.** All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

11. **Number and gender.** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

12. **Paragraph headings.** The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

13. **Partial validity.** If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

a. The remainder of this agreement shall be considered valid and operative, and,

b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

14. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

15. **Necessary Acts and Cooperation.** The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement

16. **Ambiguities.** This agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this agreement.

17. **No Third Party Beneficiaries.** This Agreement does not create any third-party beneficiary. In addition, no third party has any right that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner.

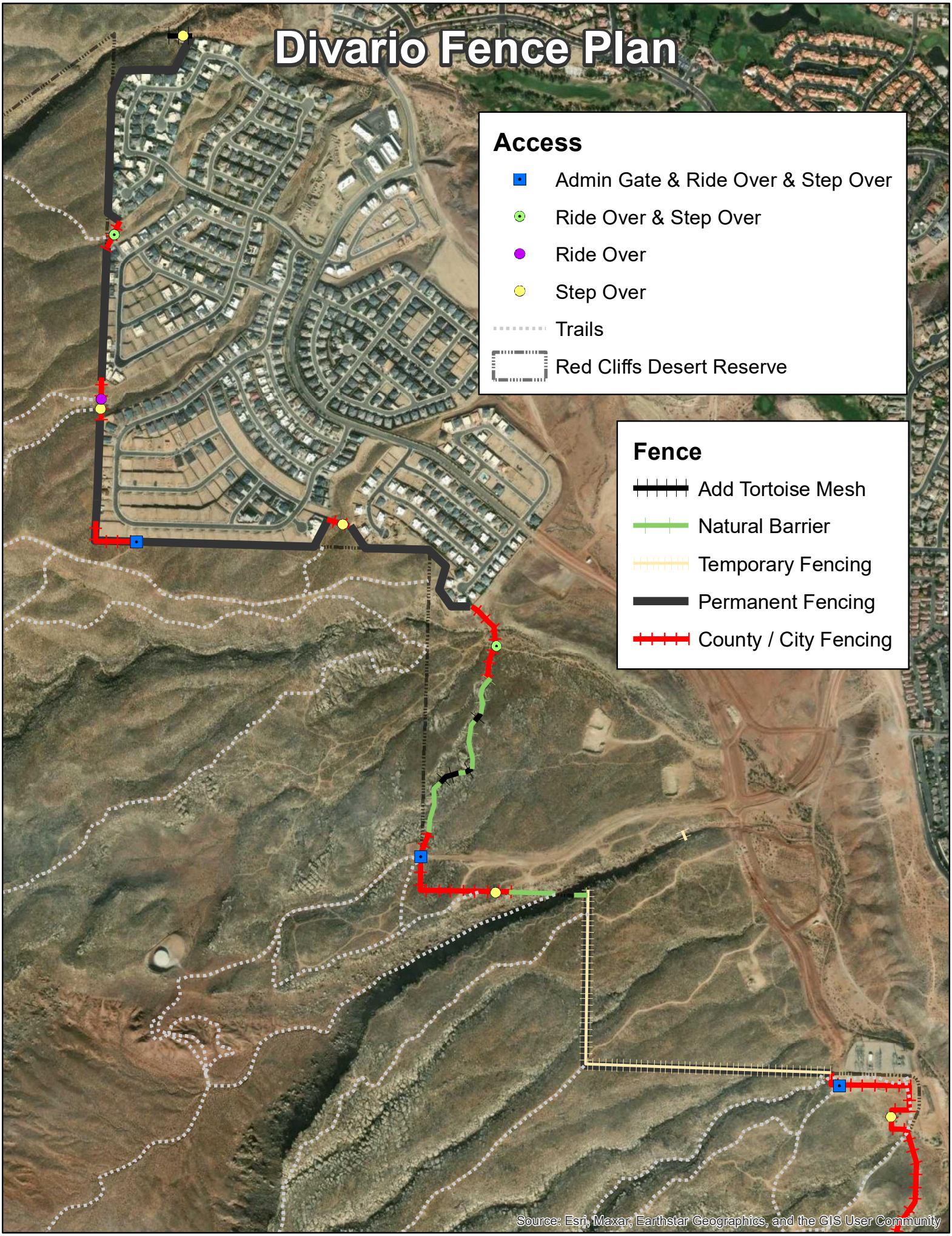
18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

19. **Default.** In the event the City fails to timely perform the obligations as set forth in this Agreement, the City shall will not be entitled to the mitigation credit referenced in Paragraph 3 above.

20. **Assignment.** No rights or obligations of the City under this Agreement shall be assigned without the prior written consent of the County.

21. **Term.** This Agreement shall remain in effect during the duration of the Reserve and other form (NCA, etc.) that the protected habitat might evolve to for long term management.

City of St. George	**Washington County**
Mayor Jimmie Hughes	Commissioner Adam Snow
Attest:	Attest:
Christina Fernandez City Recorder	Ryan Sullivan Clerk/Auditor
Approved as to Form:	Approved as to Form:
Ryan Dooley City Attorney	Deputy County Attorney


Divario Fence Plan
Access
Admin Gate & Ride Over & Step Over
Ride Over & Step Over
Ride Over
Step Over
Trails
Red Cliffs Desert Reserve
Fence
Add Tortoise Mesh
Natural Barrier
Temporary Fencing
Permanent Fencing
County / City Fencing
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

#50
R-2024-3814

DIVARIO FENCING AGREEMENT

This is a fencing agreement between Washington County and SG 730 LLC

This agreement is entered into this 1st day of September, 2026 by and between Washington County, a political subdivision of the State of Utah, for and on behalf of the Habitat Conservation Plan ("HCP") and SG 730 LLC ("Developer"), a Utah limited liability company.

WHEREAS Developer owns property (the "Development") located at **Divario Master Planned Community**, portions of said property being immediately adjacent to the Red Cliffs Desert Reserve ("Reserve"); and

WHEREAS the HCP was established in Washington County to protect Threatened and Endangered Species within the Reserve; and

WHEREAS Washington County administers the HCP and employs the HCP Administrator to administer the HCP under County authority; and

WHEREAS the HCP requires that the land developers who develop property immediately adjacent to the Reserve obtain written approval from the HCP for a fencing/containment plan along the border of the Reserve prior to excavation or erection of any structure on the property; and

WHEREAS Developer intends to fence the development property boundary adjacent to the Reserve shown on Exhibits A, & B, which contains approximately 113.44 acres of land and desires to obtain approval from the HCP for a fencing/containment plan for the Development property; and

WHEREAS there is a need to define the location and type of permanent containment fence that will be constructed on Development property adjacent to the Reserve ; and

WHEREAS the HCP is willing to approve the fencing plan and to undertake the necessary surveys and clearances in reliance upon the commitment of the Developer as set forth below.

NOW, THEREFORE, Developer and the HCP do hereby agree as follows:

1.**Temporary Fencing.** The Developer shall construct a temporary fence on the property line between the Development and the Reserve as shown on the HCP approved fencing plan. The temporary fence shall comply with the specifications set forth in Exhibit C, shall be approved by the HCP Administrator following installation and before any tortoise removal surveys commence and/or the surface of the Development is disturbed excepting those areas within the Development that were previously cleared and released for development by the HCP administration prior to this Agreement.

2. **Permanent Fencing.** The Developer shall construct a permanent fence on Development property, excluding natural open space within the Development property adjacent to the Reserve, constructed of either:

a. steel posts and vertical steel slats. Steel posts will be a minimum of 2 inches wide with cemented footings of at least 1.5 feet in depth. Spacing between posts will be no more than 8 feet. In the event the posts are placed in rock, the rock will be drilled and the post securely cemented into it. Slats will be constructed of no less than one-half inch (1/2") vertical square steel spaced no more than five inches (5") apart and a minimum of four and one-half feet (4 ½') high to the top horizontal cross member measured from finished grade, on both sides, including landscaping, on the border between the Development and the Reserve; or

b. a concrete block wall a minimum of four and one-half feet (4 ½') high measured from finished grade, on both sides, including landscaping; or

c. a combination of option a and b above with a minimum of four and one-half feet (4 ½') high measured from finished grade, on both sides, including landscaping.

Development property that is greater than or lower than four feet (4') in elevation of the adjacent Reserve or open space existing natural elevation shall not require a Permanent Fence.

The fence color shall be black or brown. If the fence does not include a minimum of twenty-four inches (24") of block or concrete above grade at the base, thirty-six inch (36") high, tortoise mesh shall be attached at the bottom of the fence so that twenty-four inches (24") is secured to the fence above ground and twelve inches (12") is bent at a ninety (90) degree angle toward the Reserve and tacked down with soil or rocks. Holes in tortoise mesh shall be one inch (1") wide by two inches (2") high. All steel rail fencing will be designed and powder coated to protect from rust. Where appropriate, caps shall be installed.

Where deemed appropriate by the HCP Administrator, fencing shall tie into rock cliffs or other physical features. All fencing materials and the fence design shall be reviewed and approved by the HCP before installation by the Developer. The fence shall be inspected upon final completion by the HCP Administrator. The developer shall notify the HCP Administrator when a segment of the fence is complete so that it can be verified that the fence meets the requirements of this Agreement. If the fence does not meet the specifications of this Agreement, the portion of the fence that does not comply shall be reinstalled to conform to the specifications of this Agreement and the satisfaction of the HCP Administrator.

3. **Timing of Fencing Installation.** All temporary fencing shall be completed prior to tortoise removals, planned to begin on August 20, 2026. The County intends to fence approximately 25 feet west of the open space boundary in PA-6. The fence will consist of tortoise mesh and range where appropriate but will also utilize a natural rock barrier in combination with tortoise mesh to close any gaps. This fence shall be completed prior to October 15, 2026. All permanent fencing completed by Divario shall be installed to the satisfaction of the HCP as a condition of a Certificate of Occupancy for any residential or commercial property adjacent to the Reserve boundary. No temporary fencing shall be removed until the HCP has approved completion of the permanent fence.

4. **Location.** The permanent fence shall be installed in locations as depicted on the Divario Fencing Plan (Exhibit A).

5. **Fence Signage.** The Developer shall affix signs to the boundary fence provided by the HCP Administrator indicating that the fence is the Red Cliffs Desert

Reserve boundary and no trespassing is allowed beyond the fence. Exact location of signs shall be designated by the HCP. All signs shall be installed by the Developer and shall not be removed without the written permission of the HCP.

6. **Drainage Considerations.** The Developer shall not divert water of any type or origin into the Reserve. In addition, the Developer shall design the development to accommodate drainage originating from the Reserve so that the Development will be protected from runoff.

7. **Maintenance of Fence and Attached Tortoise Mesh.** The Developer shall be required to maintain the temporary fence until the permanent fence has been completed. If there are any breaches or damage to the temporary fence, development activities shall stop until the temporary fence repairs are completed to the satisfaction of the HCP. The Developer, its successors and assigns shall be required to maintain all permanent fencing and attached tortoise mesh to the satisfaction of the HCP. In the event the HCP determines that the fence and/or the tortoise mesh is in need of repair, the repair shall be made to conform to the requirements outlined in Paragraph 2 above, and shall be completed within 30 calendar days of written notice. Developer may transfer long-term maintenance responsibilities of the fence to the City of St. George if the fenced properties are deeded to the City, or to the County if fence is constructed by the County on City Open Space property.

8. **Alterations to Fence Prohibited.** After the permanent fence is installed and approved by the HCP, the fence shall not be altered, dismantled or modified without the express written approval of the HCP. No private gates, ladders, or other forms of access of any kind shall be allowed for permanent fencing along the Reserve boundary.

9. **Developer shall include the provisions of this agreement.** Developer shall include the requirements set forth in Paragraphs 5 through 8 of this Agreement in the declaration of covenants, conditions, and restrictions ("CC&R's") of the Development, which shall be recorded in the Office of the Washington County Recorder's Office, and a copy given to the HCP Administrator.

10. **Time is of the Essence.** Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

11. **Binding on Successors in Interest.** This Agreement shall bind the parties hereto and their successors, heirs, assigns and representatives and the obligations of the parties shall survive closing and shall not merge with any documents of title.

12. **Authorization.** Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.

13. **Utah Law to govern.** This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.

14. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.

15. **Integration.** All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

16. **Number and gender.** The singular shall be interpreted as the plural, and vice versa, if such treatment is necessary to interpret this Agreement in accord with the manifest intention of the parties hereto. Likewise, if either the feminine, masculine or neuter gender should be one of the other genders, it shall be so treated.

17. **Paragraph headings.** The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

18. **Partial validity.** If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

a. The remainder of this agreement shall be considered valid and operative, and,

b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

19. **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

20. **Necessary Acts and Cooperation.** The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement

21. **Ambiguities.** This agreement has been negotiated and drafted by all parties hereto and the general rule of contract construction that 'ambiguities shall be construed against the draftsman' shall have no application to this agreement.

22. **No Third Party Beneficiaries.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any cause of action against any party, or for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify or renew this Agreement at any time or in any manner.

23. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **Default by Developer.** In the event the Developer fails to timely perform the obligations as set forth in this Agreement, the Developer shall cease all development and construction activities on the Development properties shown on Exhibits A, B & C immediately adjacent to the Reserve until the obligations set forth in this Agreement are completed to the satisfaction of the HCP.

The parties hereto shall have all of the remedies available in equity (including specific performance and injunctive relief) and at law to enforce the terms of this Agreement, and to seek remedies and compensation for any breach of this Agreement.

25. **Assignment.** No rights or obligations of Developer under this Agreement shall be assigned without the prior written consent of the HCP.

26. **Term.** This Agreement shall remain in effect during the duration of the Reserve

and other form (NCA, etc.) that the protected habitat might evolve to for long term management.

Developer: SG 730 LLC

_____

By:
Its:

DATE: _____

Washington County

_____

Adam Snow, Chair
Washington County Commission

DATE: _____

Attest:

_____

Ryan Sullivan
County Clerk/Auditor

United States Department of the Interior

FISH AND WILDLIFE SERVICE
2369 West Orton Circle Suite 50
West Valley City, Utah 84119

In Reply Refer to:
FWS/R6

December 3, 2021

Washington County Habitat Conservation Plan Administrator
Washington County Attorney and Commissioners
10 North 100 East
St. George, UT 84770

Subject: Recommended process and guidance for Red Cliffs Desert Reserve boundary adjustments under the Washington County HCP

Dear Cameron, Eric, and County Commissioners,

This letter is to outline US Fish and Wildlife Service (Service) guidance and recommendations to Washington County in support of their role in establishing and administering the 2020 Washington County Habitat Conservation Plan (HCP) and in managing the Red Cliff Desert Reserve (Reserve) as the primary component of the HCP Conservation Program.

Specifically, this letter includes: (1) background on the analysis for issuance of the Incidental Take Permit (ITP) as it relates to the Reserve; (2) a recommended process for making boundary adjustments to the Reserve; and (3) clarification of incidental take within the Reserve boundaries.

As described in the 2020 HCP, the Reserve was established for the protection of Mojave desert tortoise (tortoise) and its habitat in perpetuity in order to offset impacts from the taking associated with development in Washington County. In the Findings and Recommendations for the Issuance of the Endangered Species Act 10(A)(1)(b) Incidental Take Statement for the Washington County Habitat Conservation Plan (Findings), we analyzed the Reserve as described in the 2020 HCP as the primary component of the HCP Conservation Program. We analyzed Reserve ecological function based on the Reserve having and retaining specific biological values necessary to conserve the tortoise. We asserted that these biological values are fundamental components of a functional ecological reserve for the tortoise and would be maintained to ensure the success of the HCP Conservation Program.

The biological reserve values are defined in the Findings as Animals, Size and Area, Intactness, Connectivity, and Habitat Condition.* These biological reserve values are founded in principles of conservation biology and based on best available science and the tortoise recovery plans. As such, the biological reserve values can be used to monitor and track actions undertaken through management of the Reserve to ensure it continues to support the tortoise and effects do not compromise the function of the Reserve.

In the summer of 2021, the HCP Technical Committee under the leadership of the HCP Administrator and with our guidance, began an effort to develop metrics for the biological reserve values that could be used to track tortoise response to management and to ensure the goals of the Reserve are achieved and supported. We recommend incorporating aspects of those metrics into the process for evaluation of projects that may affect the Reserve (as per Utility Development Protocols) on non-Federal land. We also recommend use of these metrics to evaluate minor boundary adjustments.

At this juncture, we want to emphasize that first and foremost, the Reserve should be maintained as intact and protected as it was described in the 2020 HCP. The Reserve was analyzed in our issuance of the ITP and is integral to the long-term protection of the tortoise in Washington County. However, we recognize that the boundary may be affected by community activities, and where it is beneficial or neutral to the tortoise, the boundary can be adjusted if the integrity of the Reserve biological values is maintained or improved. That integrity must be tracked and assessed through metrics for biological values as identified by the Technical Committee for the Advisory Committee's consideration.

Guidance under Section 10 of the Endangered Species Act (ESA) for Habitat Conservation Planning no longer discerns major and minor amendments. All changes to the HCP, ITP, or associated documents will need to be evaluated to ensure a proposed amendment continues to satisfy ESA statutory and regulatory requirements. Where clarification to the HCP will affect future implementation, the interpretation should be memorialized, retained, and distributed to affected partners. We recommend continued use of the existing team structure of HCP Advisory and Technical Committees to ensure input is broadly considered, complies with the ITP, and continues to fully offset the impacts of the taking of the desert tortoise. If the scale or scope of the change is significant, the Service may need to amend the ITP, National Environmental Policy Act compliance documents, and/or our intra-Service Section 7 analysis.

The below outline provides our recommended process to consider minor adjustments to the Red Cliffs Desert Reserve (Reserve) boundary when they are deemed necessary by the County and us. Boundary adjustments can occur meeting the following conditions:

1) *Beneficial or Neutral Effect to the Biological Values of the Reserve:* The proposed boundary adjustment should result in no net reduction to the size or habitat quantity or quality in the Red Cliffs Desert Reserve, such that the Reserve size will remain the same or increase in area, and habitats added to the Reserve will be of similar or better habitat quality (using the proposed reporting process of evaluating metrics associated with biological values) than those removed in the boundary adjustment. Similarly, the geographic configuration of exchanged lands should not negatively affect reserve

*Page 22 of Findings at: https://www.fws.gov/utahfieldoffice/Library/20210113_final_Findings_Wash%20Co.pdf

connectivity (e.g., increase habitat fragmentation within the reserve) or intactness with the rest of the species range.

2) *Habitat Conservation Advisory Committee Review*: Proposed boundary adjustments should be presented to the Habitat Conservation Advisory Committee (HCAC) for evaluation and consideration. Prior to making a recommendation to the County, we recommend that the HCAC seek feedback from the Technical Committee on how the proposed boundary adjustment would affect reserve values (e.g., size, condition, animals, connectivity, and intactness).

3) *Washington County and U.S. Fish and Wildlife Service Approval*: Both the Washington County HCP Administrator and the Service Utah Ecological Field Office Supervisor have reviewed the boundary adjustment and have provided their written approval of the adjustment.

We would also like to clarify questions related to the 200 acres of incidental take authorized by the ITP associated with impacts within the 2020 HCP Reserve. Incidental take authorized under the 2021 ITP is to Washington County as the permittee. The 200 acres was described in the 2020 HCP to estimate likely loss due to expected activities consistent with the Reserve management since 1996. This incidental take can only be used for this purpose and in that location. Any changes to the type or location of this take would require an amendment to the ITP.

For purposes of boundary adjustments or any impacts within the boundaries of the Reserve as it was defined in the 2020 HCP, incidental take (measured by acres) must be available under the County's Incidental Take Permit to support the boundary change. The acreage being removed from the Reserve must be subtracted from the 200 acres of Incidental Take authorized for projects in the Reserve even if other lands are added to the Reserve. Lands that are added to the Reserve will be tracked in annual reporting and any benefits achieved from an exchange will be considered if an amendment to the total authorized take is needed.

If the County approaches the 200-acre limit of incidental take authorized within the Reserve prior to the expiration of the ITP, the County may request an amendment to the HCP and ITP (2020 Washington County HCP Section 7.7 and Service HCP Handbook Section 17.4). An amendment would be subject to Service review under the same standards and process as a new ITP application, with public notice and comment, NEPA analysis, and ESA Section 7 analysis and would include consideration of any additional acreage and its biological value at that time. In the event the incidental take is used or exceeded, in or out of the Reserve, incidental take associated with covered activities would not be authorized and must immediately cease.

Because we work closely with Washington County and the Advisory Committee to review any boundary changes and activities that would result in incidental take in the Reserve, we do not expect the need for an amendment to occur without notice well in advance. In addition to acting conservatively with respect to changes and effects to the Reserve, we expect to

continue working with you to consider the situation and plan a path forward with you. We also encourage continued employment of adaptive management as outlined in the 2020 HCP, to respond to any issues that might arise and to promote the appropriate uses and values of the Reserve within the various jurisdictions where it exists. We are committed to working with Washington County to track Reserve management, incidental take, and the HCP Conservation Program to ensure the desert tortoise is protected and the Reserve is maintained in condition that supports the tortoise in perpetuity.

Thank you for your significant commitment to conserving the tortoise and maintaining the Reserve for the tortoise's long-term persistence. Please feel free to contact me or Garrett Sisson at 801-975-3330 with any questions or concerns.

Sincerely,

Yvette Converse
Field Supervisor

Washington County HCP Evaluation Form for Assessing Project Impacts and Benefits in the Red Cliffs Desert Reserve

Proposed Project: Divario Open Space / Potential Mitigation Bank Adjacent to Zone 6		**Alternatives Considered by HCAC/County:** Not applicable
Date Assigned by HCAC/County: 8/19/2026	**Requested Deadline:** 8/19/2026	
Review Date: 8/19/2026		

Project Description and Applicant Committed Measures:

St. George City and Divario have agreed to fence a total of (up to) 19.27 acres of open space into the Reserve with assistance from the HCP. This would be comprised of up to 4 separate parcels adjacent to Zone 6 with the following acreages of each parcel: 14.5 acres, 3.11 acres, 1.33 acres, and 0.33 acres. These areas may serve as potential mitigation banks for future projects by St. George City, although there is currently no active project proposal. Each potential future project would be assessed on a case by case basis by HCP partners. The TC has been asked to evaluate the mitigation value and habitat quality of each of these areas. During a 2023 boundary adjustment proposal, the 14.5 acre and 3.11 acre parcels were surveyed for tortoises, and a significant amount of sign (burrows and scat) was found in each area. These areas were resurveyed on August 18, 2026, and tortoise sign was again found from a variety of age classes. The smaller 1.33 acre and 0.33 acre parcels were also surveyed on August 18, and no tortoise sign was found; habitat quality is similar to other two parcels, but there are concentrated human use impacts, such as social trails, on these two small parcels.

Effects Analysis:

RESERVE VALUES	**CURRENT CONDITION** (No Action Alternative)	**ANALYSIS OF PROJECT ACTIONS & CONSERVATION MEASURES** **Impacts**	**Benefits**	**Net Outcome**
1. ANIMALS				
*Direct Effects to Tortoises (use survey, if available)**	The 'no action alternative' is that the potential mitigation/open space areas get fenced out of Zone 6. Tortoises would need to be removed from these areas since fencing would make these habitat patches very small and non-viable. This would provide stress to these animals, and they may try to move back to their original locations. Based on survey results, the 14.5 and 3.11 acre parcels likely contain higher densities of tortoises.	Fencing installation is not likely to have direct impacts to tortoises if area is surveyed in advance, and tortoise training is provided to fencing contractor(s).	No tortoises will be removed from the parcels that would be fenced into Zone 6, thus, this habitat would be available for benefit of tortoises. This provides advance mitigation for future potential projects.	Tortoises will benefit from having these parcels fenced into the Reserve since there will be no need to remove/relocate them, and tortoises will be able to continue foraging in these areas.
2. RESERVE SIZE / SHAPE				If fenced into the Reserve, occupied tortoise habitat will expand by 19.27 acres adjacent to Zone 6, and habitat will remain available for tortoises. Fencing this area next to the Reserve and installing signage will likely reduce current and future recreation impacts since trail access will be limited to approved stepovers for bikers, hikers, dogs, etc.
Permanent Impacts (acres)	While there are no plans for permanent impacts to these parcels, these areas are too small to sustain a tortoise population without access to adjacent Zone 6 habitat. Therefore, these areas would be useless for tortoises, even if no permanent impacts take place.	Fencing installation has some permanent impacts to immediate/ linear area, but it will not immediately impact the current Reserve boundary since it will be offset and outside of the current Reserve.	The amount of available tortoise habitat will expand by up to 19.27 acres adjacent to Zone 6, which would otherwise not be available if fencing is installed along the current Zone 6 boundary.	

Temporary Impacts (acres) < 10 years to recover	There is potential for greater recreation impacts since the area would remain unfenced up to the current Zone 6 boundary.	Fencing installation causes some temporary ground disturbances to the immediate/linear area, but the actual Reserve/Zone 6 boundary is not being fenced.	Temporary habitat impacts are likely to be very minimal, especially compared with habitat impacts if area is left unfenced and unsigned. However, this is likely a moot point if habitat would not be available for tortoises.	
Reserve Design (area / perimeter ratio)	6,812 acres / 28,599 m = 0.238	No change	The official size of Zone 6 would remain the same, but habitat available for tortoises would expand by up to 19.27 acres (total habitat available for tortoises would be up to 6,831.27 acres)	
3. RANGE INTACTNESS (± 0-2)**	0	0	0	**Neutral**
4. CONNECTIVITY (± 0-2)**				Up to 19.27 acres of occupied tortoise habitat would be fenced into/next to the Reserve. These areas would otherwise be fragmented parcels fenced outside of the Reserve.
Fragmentation of habitat (+, -, or 0)	0	0	0	
Barriers (m)	0	0	0	
Crossing structures (# or per m)	0	0	0	
5. CONDITION				Up to 19.27 acres of occupied tortoise habitat would be fenced into/next to the Reserve with habitat quality varying between 2 and 3.
*Habitat Quality (1-3)*** and Effects to Habitat Quality*	N/A (habitat not available for tortoises if fenced along current Zone 6 boundary)	N/A	Two larger parcels: 3 Two smaller parcels: 2	
OTHER CONSIDERATIONS (if applicable)				
Effects to adjacent habitat or other concerns?	N/A	N/A	N/A	

* Results of tortoise survey should be provided to establish number of tortoises under current condition; if absent, use nearest density estimates.

** 2 = significant effects (addition or removal of barriers / mitigation), 1 = minor changes to habitat quality that could effect movement

*** 3 = high quality, unburned or recovered, dense coverage of forage plants, little to no disturbance, invasive plants not dominant; 1 = low quality, multiple burns, considerable disturbance, invasive plants prevalent;
2 = moderate habitat conditions relative to categories 1 and 3.

Summary of Net Outcomes

Up to 19.27 acres of tortoise habitat would be fenced into Zone 6 of the Red Cliffs Desert Reserve, although these areas would not officially become part of the Reserve unless a future project is approved by St. George City and HCP partners. If these parcels are fenced into the Reserve and approved as a future mitigation bank, each potential future project would be assessed on a case by case basis by HCP partners when a specific project is proposed. Habitat quality will be evaluated for mitigation purposes (see TC analysis from September 12, 2023 for possible example of past projects in the area).

Additional Recommended Conservation Measures To Reach No Net Loss Goal (*only if summary of net outcomes is negative*)

Not applicable for this assignment

Other Recommended Conservation Measures (*UDPs, biological monitor, tortoise awareness training etc*)

Ongoing fencing inspections will be conducted by HCP. Educational/conservation signage will be installed with the fencing.

TC Member Evaluations: *(independent evaluations or considerations from TC members not already captured above)*

Agenda Date: 10/22/2026 **Agenda Item Number:** 03

Subject:

Consider approval of Ordinance No. 2026-080 amending the Fields at Mall PD-C (Planned Development Commercial) zone plan on approximately 2.24 acres generally located north of Mall Drive and west of 2780 East. (Case No. 2026-PDA-021 - The Plastics Clinic (Riverbend Point))

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Greg Goffin

Reference Number: 2026-PDA-021

Address/Location:

Generally located north of Mall Drive and west of 2780 East.

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

The proposal is for a new, three-story 45,000 sq. ft. commercial building. The underlying general plan is COM (Commercial). At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0 with the following condition: 1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

Staff Narrative (need/purpose):

This is a request to approve the conceptual site plan, landscape plan, elevations, and renderings for The Plastics Clinic (Riverbend Point) commercial building located in phase 2 of the Fields at Mall Drive Planned Development. The site plan details the 2.24 acres site layout. A three story, 45,000 sq. ft. professional and medical office building is designed on the south portion of the lot. 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):

At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0 with the following condition: 1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive. There was one public comment at this meeting in regard to access to the site.

Attachments

St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: **09/22/2026**

CITY COUNCIL AGENDA REPORT: **10/22/2026**

The Plastics Clinic (Riverbend Point) Planned Development Amendment (Case No. 2026-PDA-021)		
Request:	Consider amending an approved Planned Development Commercial (PD-C) zone for the design and site plan of a new three-story, professional and medical building on approximately 2.24 acres.	
Applicant:	The Plastics Clinic	
Representative:	Greg Goffin	
Location:	The property is generally located north of Mall Drive and west of 2780 East.	
General Plan:	COM (Commercial)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PUD-R (Residential - Washington City)
	South	A-20 (Agricultural – 20 acres minimum lot size)
	East	PD-C (Planned Development Commercial)
	West	A-20 (Agricultural – 20 acres minimum lot size)
Land Area:	Approximately 2.24 acres	



BACKGROUND:

This project site is located within the Fields at Mall Drive Area Zone Plan, specifically Lot 7 within Phase 2. Phase 2 of the Fields at Mall Drive PD-C was originally approved on March 2, 2017, when it was rezoned to PD-C from Agricultural. There have been several amendments adding new buildings and adjusting use lists since 2017.

The applicant is proposing the development of a new, three-story commercial building. The proposed building would have a footprint of 15,000 square feet, occupying approximately 15.3% of the site and a total square footage of 45,000 square feet. Site access would be provided via a private driveway connected to Mall Drive. Access to the property would come from the Public Access and Municipal Utility Easement along the south boundary. The building height is proposed at 45 feet, with architectural features up to 50 feet. The maximum building height of the zone is 50 feet.

The building is proposed to be constructed using a variety of materials, including stucco, natural stone, metal panels, CMU, and concrete. The color palette includes several finishes such as dark bronze, wood-look metal, and black metal accents, cream, gray, white, bronze, and dark stucco, and almond-colored natural stone. Elevation drawings have been submitted and are included in this packet for reference.

Being sensitive to the residential zone to the north in Washington City, the applicant has located the structure as far south on the property as possible to provide a greater buffer to those residents. The applicant will also be required and has provided a residential landscape buffer that includes a 6-foot-tall masonry wall and 10 feet of landscaping with trees located every 20’. These buffers would help provide additional screening, privacy, and separation while minimizing visual, lighting, noise, and activity impacts on the adjacent residences to the north.

The proposed project is consistent with the general plan and zone plan for the area and is not expected to increase the anticipated water demand beyond what was envisioned by the General Plan. The proposed building represents an efficient use of the property by achieving the intended use while minimizing the building footprint and maximizing the efficient use of existing infrastructure. Compared to a residential development of similar intensity, commercial uses generally require less outdoor irrigation due to smaller landscaped areas and no private yards, resulting in lower overall water demand.

Use List

When the use list was approved in 2017, two use lists were approved; one for the eastern-most lots (lots 1 & 2), and a second for the remaining lots (lots 3-8). The list for the latter lots restricted the uses primarily to office uses, banks, laboratories, etc. The idea was to buffer the residential property to the north in Washington to the more intense commercial

uses to the south such as Lin's Grocery, Starbucks, and Quick Quack Car Wash. The applicant is proposing to open the use list for lot 7, which was last amended in 2023 (see approved use list attached), to allow the commercial use of personal instruction service (see proposed use list attached).

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

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	10-8D-6	Proposed setbacks: North - 185' 8" South - 20' 6" East - 99' 9" West - 99' 4"	Required setbacks: North residential adjacent - 20' South internal - 0' East internal- 0' West external – 10'
Pedestrian Circulation Plan	10-8-6	Pedestrian circulation is shown on the plans	During site plan review, staff will ensure code compliance.
Uses		Medical office, professional office, and hospital.	Proposed uses align with those specifically approved for this lot as part of the Fields at Mall Drive Area Zone Plan.
Height and Elevation	10-8D-6	45' building height 50' architectural height	Maximum building height in a PD-C zone is 50'.
Phasing Plan	10-8D-2	No phasing proposed.	No comment.
Landscape Plan	10-8D-2	Conceptual landscape plan provided (approx. 16% of site)	The landscaping appears to be sufficient. During site plan review, staff will ensure code compliance. A 10' residential buffer will be required along the north property line with a 6' tall masonry wall.
Utilities	10-8D-2	A utility plan has been included.	Utilities will be reviewed in detail during site plan review. No significant issues are anticipated.
Signs	10-8D-2	No monument signs at this time.	Signs will be approved through the sign permit process. A Master Sign Plan will need to be approved for any monument signs along Mall Drive for Lots 5-8. Signs will be required to follow 9-13 of the City Code.
Lighting	10-8D-2, 10-14-1	A photometric plan has been included	Site lighting appears to meet the requirements found in Title 10-14.

Lot Coverage	10-8D-6 & AIZP	Conceptual plan shown (15.3%)	The site plan meets lot coverage regulations < 50%
Solid Waste	10-8D-6	Solid waste receptacle location is shown on the site plan.	Located away from the public street and includes a solid wall to screen from rights-of-way.
Parking	10-19-5	182 parking stalls	182 parking stalls required; 1 stall per 250 sf of office and 2 parking stalls for each hospital bed.
EVCS & Bike Parking	10-19-6	4 bike parking and conduit for 2 electric vehicle parking spaces will be required to be shown on plans.	During site plan review, staff will ensure the plans meet the EVCS and bike parking requirements.

RECOMMENDATION:

At their meeting held on September 22, 2026, the Planning Commission held a public hearing, and recommended approval with a vote of 6-0 with the following condition:

1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

There was one public comment at this meeting in regard to access to the site.

ALTERNATIVES:

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

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of Title 10-8D and the Fields at Mall Drive Area Zone Plan, with approval of an amendment to the use list.
2. There will be adequate parking on site to facilitate development.
3. The proposed project will not negatively impact the health, stability, and/or formation of families within the city.
4. The proposed development is not expected to increase the anticipated water demand beyond what was envisioned by the General Plan.
5. The proposed residential buffer, including a 6-foot masonry wall, 10-foot landscaped area with trees, and increased building setback, would provide additional screening, privacy, and separation while minimizing visual, lighting, noise, and activity impacts on the adjacent residential properties.

POSSIBLE MOTION:

"I move that we approve the PD Amendment for The Plastics Clinic (Riverbend Point), Case No. 2026-PDA-021, based on the findings and condition listed in the staff report."

Exhibit A
Approved Use List

2023 Approved Use List for Lot 7
Medical Office
Professional Office
Child Care Center
Hospital
Medical and Biological Laboratory/Research
Nursing Home
Religious Facility
School, Public or Charter

Exhibit B
Proposed Use List

Proposed Use List for Lot 7
Medical Office
Professional Office
Child Care Center
Hospital
Medical and Biological Laboratory/Research
Nursing Home
Religious Facility
School, Public or Charter
Personal Instruction Service

Exhibit C
Applicants Narrative

August 31, 2026

The property located on the northwest corner of Mall Drive and 2780 East, currently referred to as “Lot 7 at The Fields at Mall Drive 2,” is being considered for development. The overall site, consisting of 2.248 acres, is under consideration for an amendment within the Planned Development Commercial Zone. This amendment would allow for the development of a professional office and medical office building, to be known as Black Ridge Plaza. Below is the identified parcel number for this development:

PARCEL NUMBER:

SG-FMD-2-7-PT-B

The proposed use for this development is a three-story professional office and medical office building of approximately 45,000 square feet, consisting of three floors at approximately 15,000 square feet each. Lot 7 would feature approximately 15,000 square feet in building coverage, 16,240 square feet in landscaped area, 66,904 square feet in parking and sidewalks, and 182 parking spaces (includes ADA spaces). Parking is provided at a ratio of one stall per 250 square feet of building area.

Black Ridge Plaza is proposed as a core and shell professional office and medical office building. The applicant anticipates a medical office anchor tenant occupying a portion of the building, with the remaining space available for professional office and medical office users. Tenant improvements will be permitted separately.

The property carries a Professional Office (PO) General Plan designation, and the proposed office and medical office use is consistent with that designation. The proposed use is consistent with the surrounding development pattern along Mall Drive, which is characterized by commercial and professional office uses, and is compatible with the adjacent parcels within The Fields at Mall Drive 2 development.

The application does not propose any change to the approved subdivision plat, lot configuration, or access points.

Exhibit D
PowerPoint Presentation

The Plastics Clinic
Riverbend Point

Planned Development Amendment
2026-PDA-021



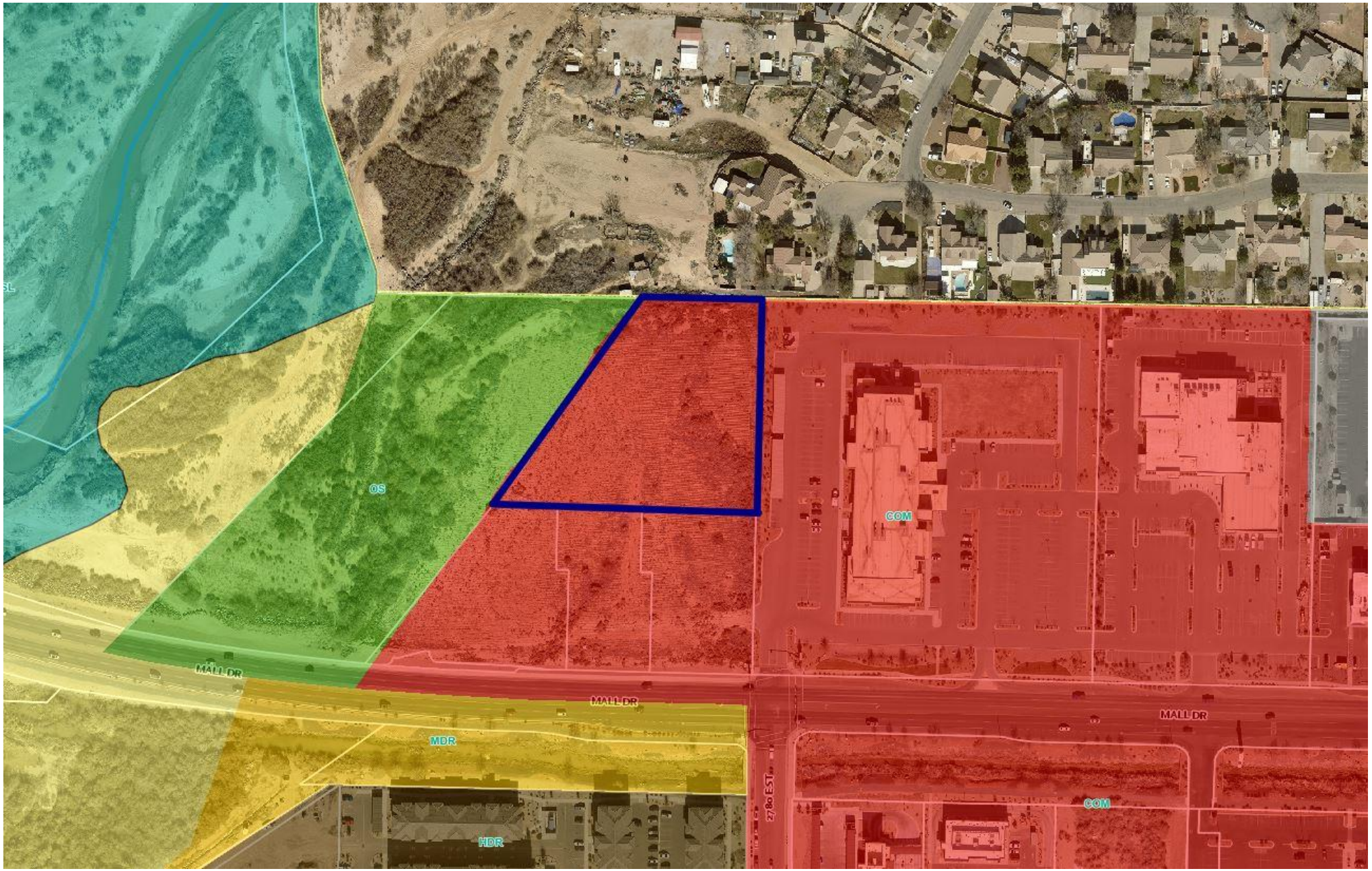
Vicinity Map



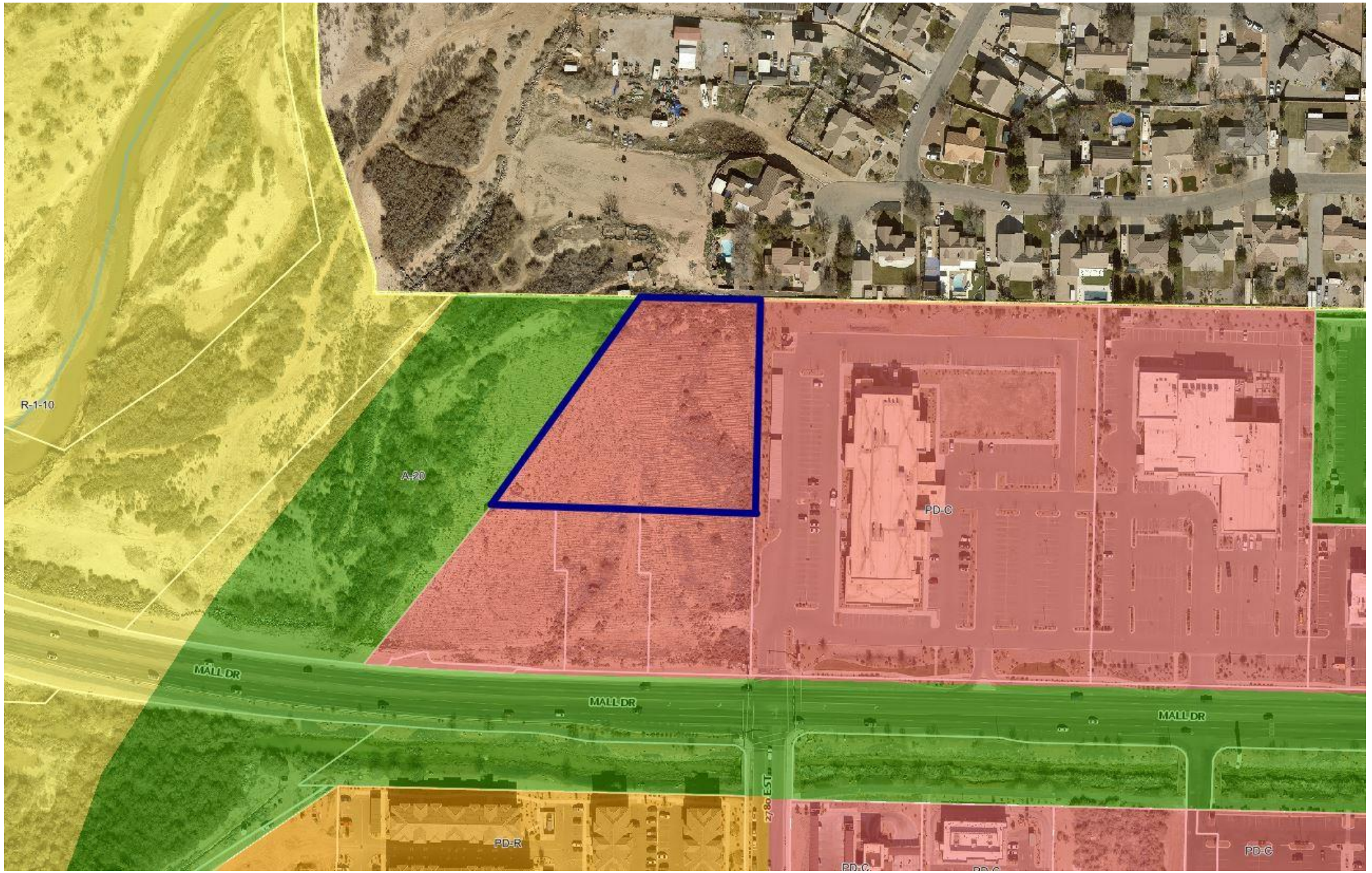
Aerial Map



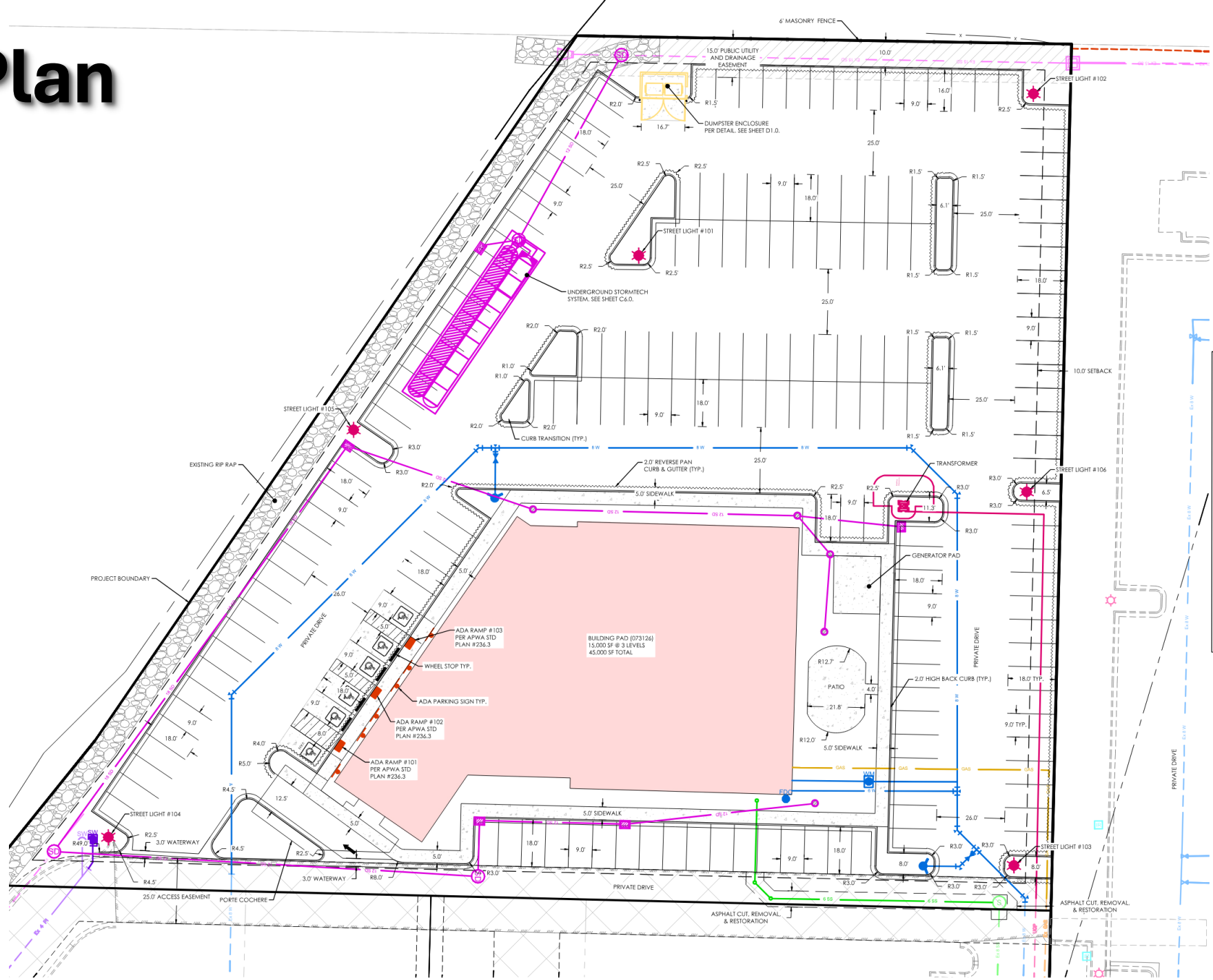
Land Use Map



Zoning Map



Site Plan



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- XX" STORM DRAIN
- XX" SANITARY SEWER
- XX" CULINARY WATER
- XX" PRESSURE IRRIGATION
- XXXX CONTOUR MAJOR
- XXXX CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- SECONDARY METER, WATER METER
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- XXXX.XX SPOT ELEVATION

SITE TABULATIONS

PROPERTY OVERVIEW:

TOTAL AREA	**±97,940 SQFT (2.24 ACRES)**
CURRENT ZONE	PLANNED DEVELOPMENT COMMERCIAL (PD-C)
MAXIMUM BUILDING HEIGHT	50 FT

LANDSCAPE:

TOTAL PROVIDED	**16,240 SQFT (16.25%)**
INTERIOR PARKING LOT REQUIREMENT	5%
INTERIOR PARKING LOT PROVIDED	5.07%

PARKING:

MEDICAL/PROFESSIONAL OFFICE PARKING	1 STALL/250 SQ.FT
REQUIRED STALLS	**176 TOTAL & 6 ADA ACCESSIBLE**
PARKING PROVIDED	176 STALLS
ADA PARKING PROVIDED	6 STALLS
TOTAL PARKING STALLS	**182 STALLS**

NOTES:

ALL EXISTING VEGETATION TO BE REMOVED PRIOR TO CONSTRUCTION.



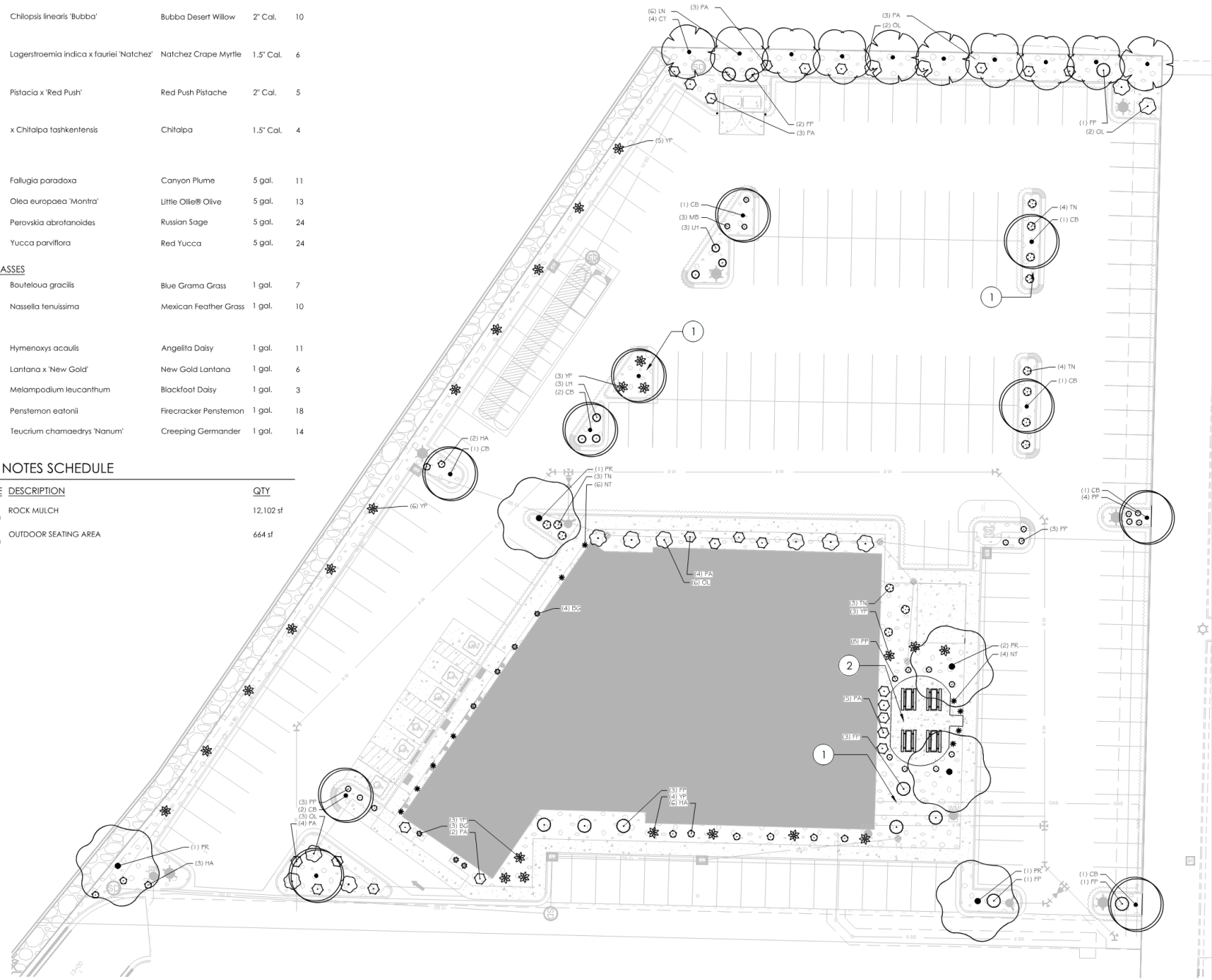
Landscape Plan

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	CB	Chilopsis linearis 'Bubba'	Bubba Desert Willow	2" Cal.	10
	LN	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle	1.5" Cal.	6
	PR	Pistacia x 'Red Push'	Red Push Pistache	2" Cal.	5
	CT	x Chitalpa tashkentensis	Chitalpa	1.5" Cal.	4
SHRUBS					
	FP	Fallugia paradoxa	Canyon Plume	5 gal.	11
	OL	Olea europaea 'Montra'	Little Ollie® Olive	5 gal.	13
	PA	Perovskia abrotanoides	Russian Sage	5 gal.	24
	YP	Yucca parviflora	Red Yucca	5 gal.	24
ORNAMENTAL GRASSES					
	BG	Bouteloua gracilis	Blue Grama Grass	1 gal.	7
	NT	Nassella tenuissima	Mexican Feather Grass	1 gal.	10
PERENNIALS					
	HA	Hymenoxys acaulis	Angelita Daisy	1 gal.	11
	LH	Lantana x 'New Gold'	New Gold Lantana	1 gal.	6
	MB	Melampodium leucanthum	Blackfoot Daisy	1 gal.	3
	PP	Penstemon eatonii	Firecracker Penstemon	1 gal.	18
	TN	Teucrium chamaedrys 'Nanum'	Creeping Germander	1 gal.	14

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	ROCK MULCH	12,102 sf
	2	OUTDOOR SEATING AREA	664 sf



Photometric Plan









Black



White

Illuminance Results			
Calculation Points Name	Average	Maximum	Minimum
PARKING LOT	2.1 fc	12.7 fc	0.0 fc

Elevations



1 P200 NORTH ELEVATION
1/8" = 1'-0"

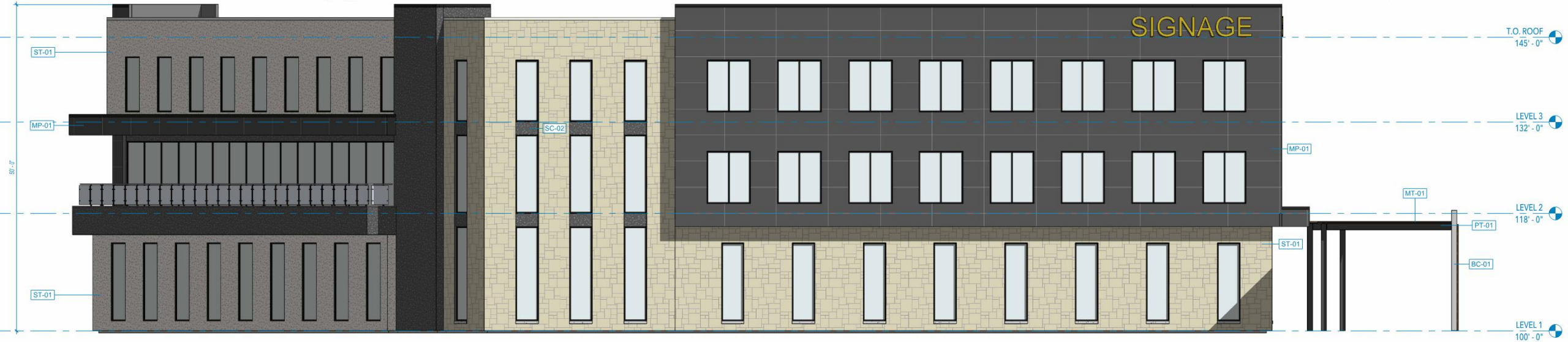


2 P200 SOUTH ELEVATION
1/8" = 1'-0"

Elevations



1 P201 EAST ELEVATION
1/8" = 1'-0"



2 P201 WEST ELEVATION
1/8" = 1'-0"

Perspectives





Perspectives





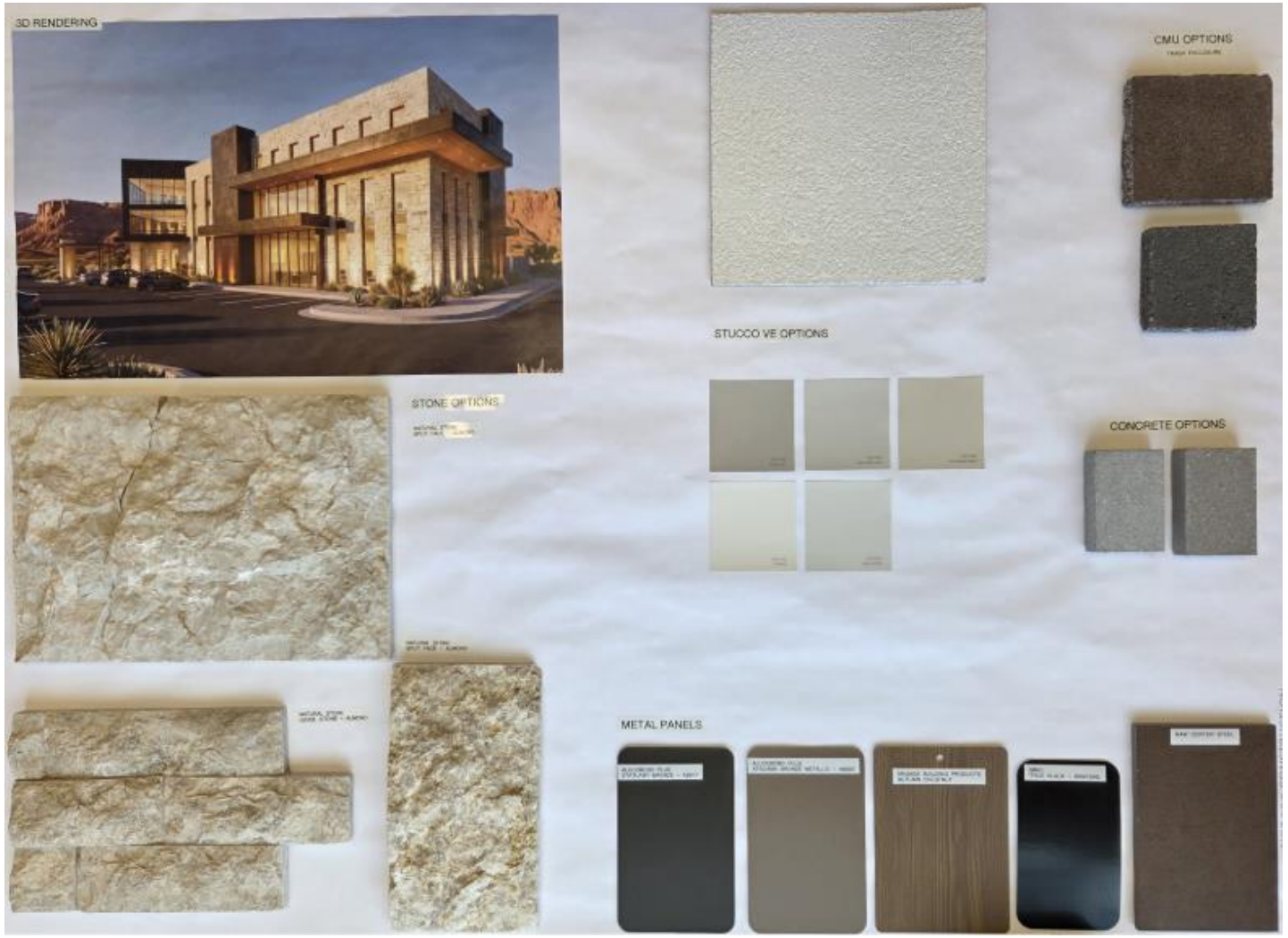
Renderings



Renderings



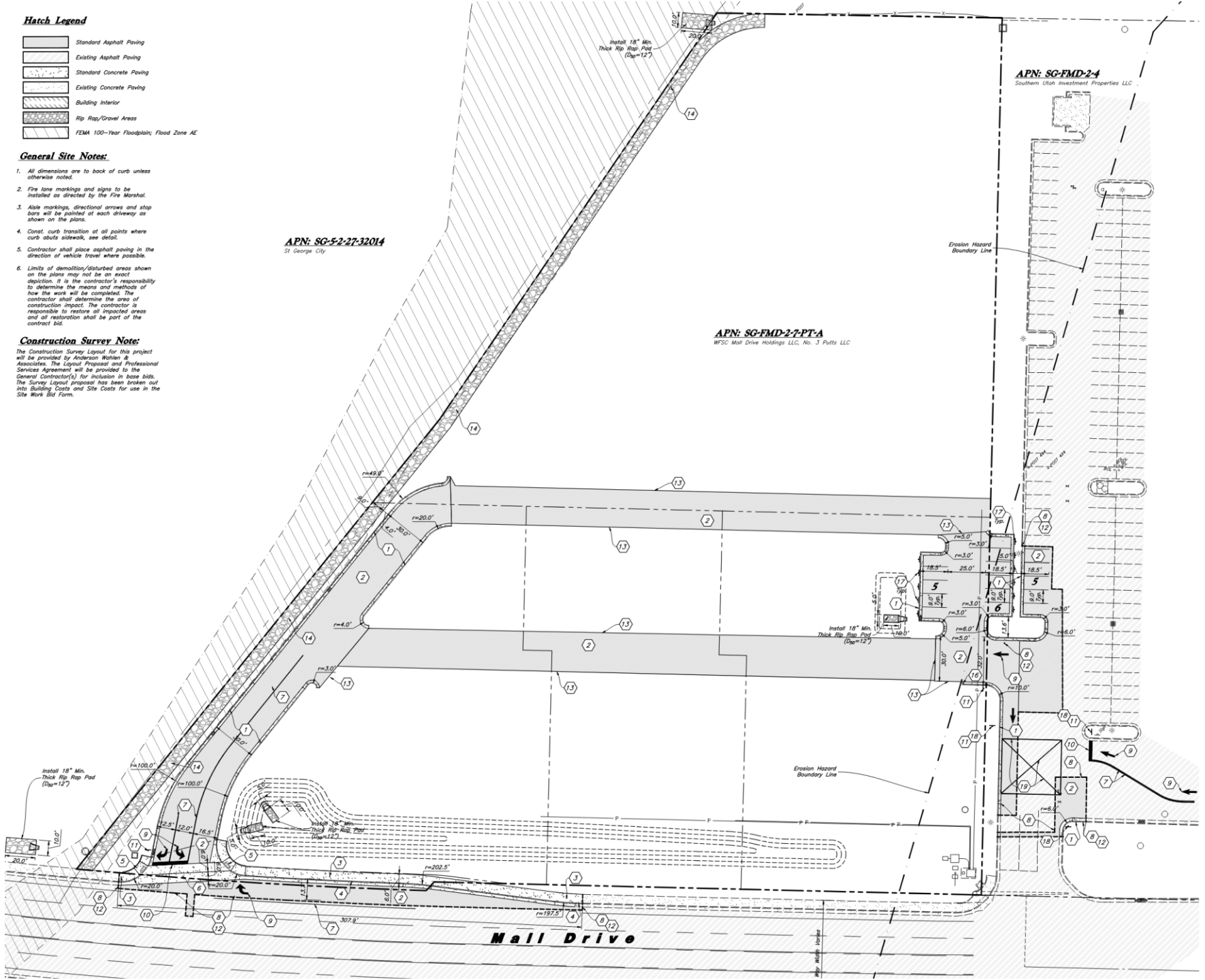
Materials Board



Use List

2023 Approved Use List for Lot 7	Proposed Use List for Lot 7
Medical Office	Medical Office
Professional Office	Professional Office
Child Care Center	Child Care Center
Hospital	Hospital
Medical and Biological Laboratory/Research	Medical and Biological Laboratory/Research
Nursing Home	Nursing Home
Religious Facility	Religious Facility
School, Public or Charter	School, Public or Charter
	Personal Instruction Service

Site Access


Hatch Legend
Standard Asphalt Paving
Existing Asphalt Paving
Standard Concrete Paving
Existing Concrete Paving
Building Interior
Rip Rap/Gravel Areas
FEMA 100-Year Floodplain; Flood Zone AE
General Site Notes:
1. All dimensions are to back of curb unless otherwise noted.
2. Fire lane markings and signs to be installed as directed by the Fire Marshal.
3. Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
4. Const. curb transition at all points where curb abuts sidewalk, see detail.
5. Contractor shall place asphalt paving in the direction of vehicle travel where possible.
6. Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.
Construction Survey Note:
The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.
APN: SG-5-2-27-32014
St George City
APN: SG-FMD-2-7-PT-A
WFSC Mall Drive Holdings LLC, No. 3 Putts LLC
APN: SG-FMD-2-4
Southern Utah Investment Properties LLC
Erosion Hazard Boundary Line
Install 18" Min. Thick Rip Rap Pad (D50=12")
Mall Drive

Recommendation

The Planning Commission held a public hearing on September 22, 2026, and recommended approval of this PD Amendment with a 6-0 vote and the following condition:

1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

One public comment was made at this meeting.

Possible Motion

“I move that we approve the PD Amendment for The Plastics Clinic (Riverbend Point), Case No. 2026-PDA-021, based on the findings and condition listed in the staff report.”

ORDINANCE NO._____

AN ORDINANCE AMENDING THE FIELDS AT MALL DRIVE ZONE PLAN PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 2.24 ACRES, APPROVING THE DESIGN AND SITE PLAN FOR A NEW THREE-STORY, PROFESSIONAL AND MEDICAL BUILDING OF APPROXIMATELY 45,000 SQUARE FEET, GENERALLY LOCATED NORTH OF MALL DRIVE AND WEST OF 2780 EAST (CASE NO. 2026-PDA-021).

(The Plastics Clinic (Riverbend Point))

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 45,000 sq. ft. professional and medical building on 2.24 acres located within the Fields at Mall Drive Area Zone Plan; and

WHEREAS, the Planning Commission held a public hearing on September 22, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 6-0 vote, with the following condition:

1. That a Master Sign Plan for Lots 5-8 be applied for and approved for any monument signage along Mall Drive.

WHEREAS, the City Council held a public meeting on this request on October 22, 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; and

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

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

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

Section 2. 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 the parcel exhibit for The Plastics Clinic (Riverbend Point), incorporated herein as Exhibit ‘B’, and the use list, incorporated herein as Exhibit ‘C’.

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 22nd day of October 2026.

CITY OF ST. GEORGE:

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

EXHIBIT "A" - Location

The Plastics Clinic (Riverbend Point)

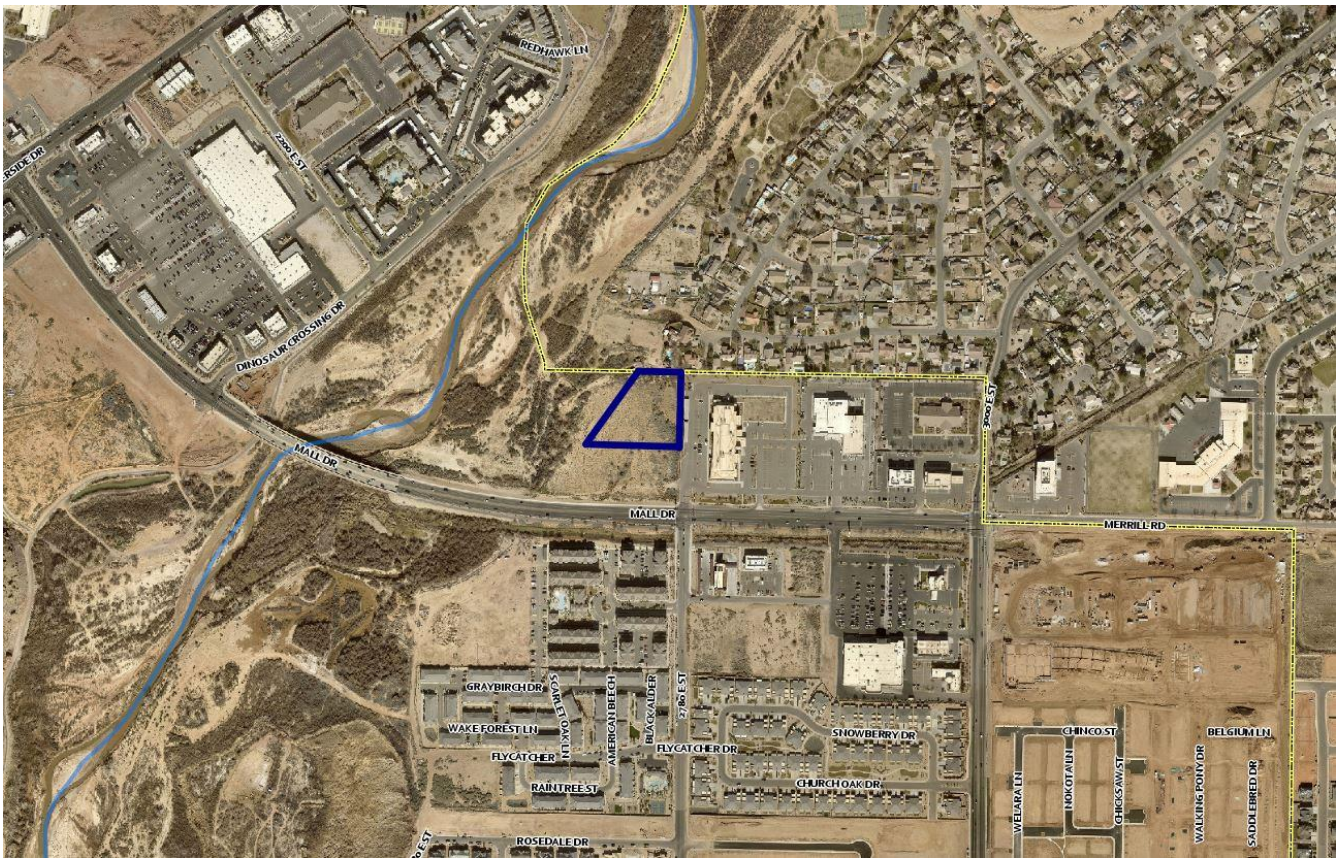


EXHIBIT "B" – Parcel Exhibit

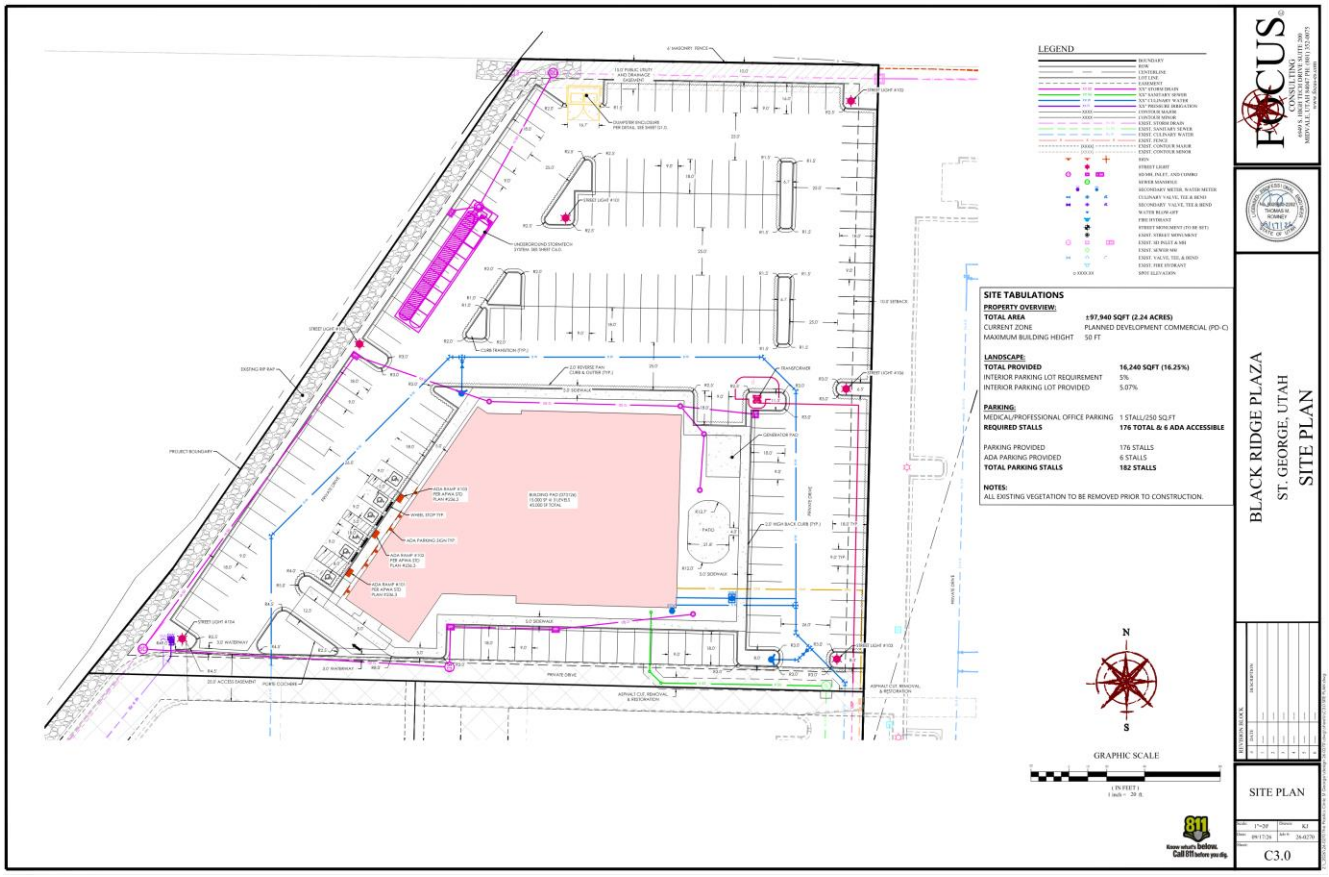


EXHIBIT “C” – Use List

Proposed Use List for Lot 7
Medical Office
Professional Office
Child Care Center
Hospital
Medical and Biological Laboratory/Research
Nursing Home
Religious Facility
School, Public or Charter
Personal Instruction Service

Agenda Date: 10/22/2026 **Agenda Item Number:** 04

Subject:

Consider approval of Ordinance No. 2026-081 amending the Ledges Planned Development Residential zone on approximately 1,108 acres located on the east and west side of Highway 18. (Case No. 2026-PDA-019 - Ledges St George)

Item at-a-glance:

Staff Contact: Lonnie Olson

Applicant Name: Logan Blake

Reference Number: 2026-PDA-019

Address/Location:

Generally located east and west side of Highway 18

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

The proposal is to consider reallocating approved dwelling units in the Ledges PD-R zone. No increase in the total approved residential unit count is proposed. At their meeting held on September 22, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 6-0 vote; there were 20 comments from the public.

Staff Narrative (need/purpose):

As part of the ongoing refinement of the master plan, this amendment reallocates unit counts across specific sub-areas of the overall Ledges development without increasing the total approved unit count. While minor adjustments occur between internal phases, the entire development continues to remain consistent with the intent of the Ledges PD-R zone. The total number of dwelling units approved in the planned development will not change from 2,600. The area west of the highway will have a proposed net increase of 14 dwelling units for a total of 854 dwelling units. The area east of the highway and north of the golf course will have a proposed net increase of 21 dwelling units for a total of 672 dwelling units. The area east of the highway and south of the golf course will have a proposed net decrease of 35 dwelling units for a total of 1,074 dwelling units.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with a vote of 6-0 with no conditions.

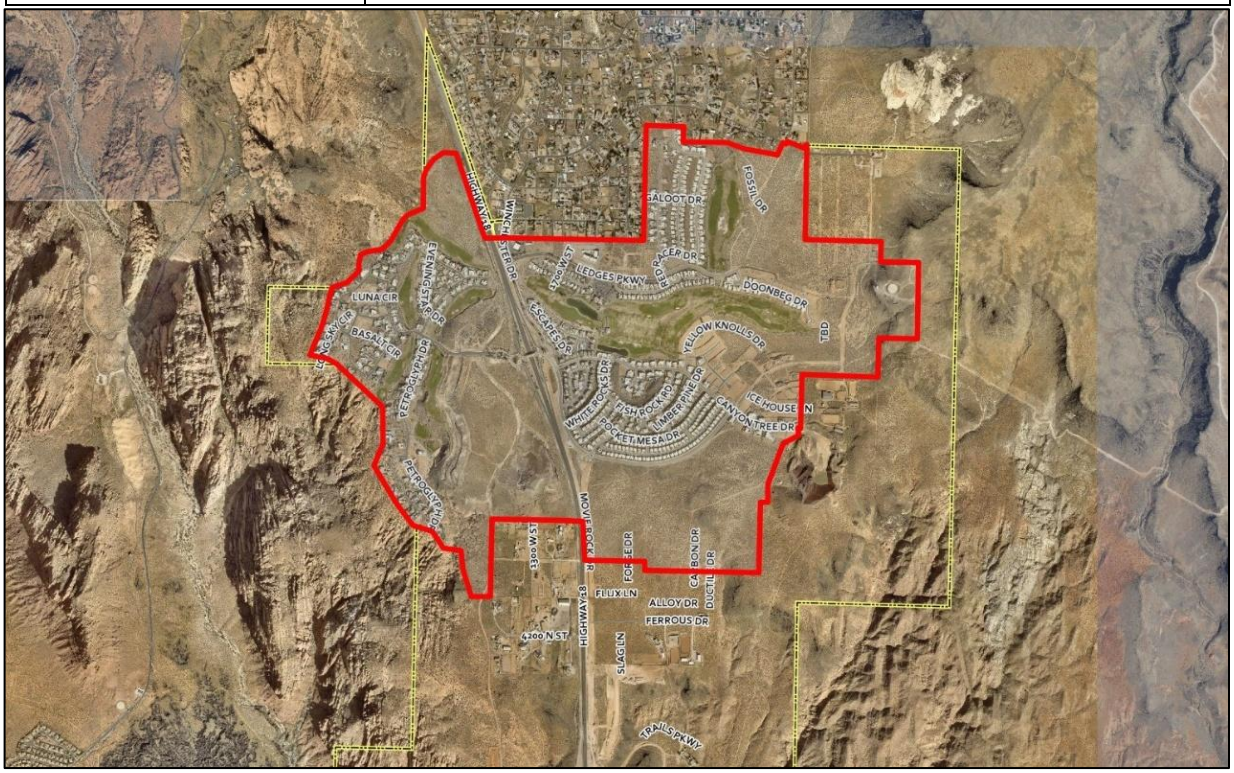
Attachments

St.George
Community Development

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: **09/22/2026**
CITY COUNCIL AGENDA REPORT: **10/22/2026**

Ledges St George Planned Development Amendment (Case No. 2026-PDA-019)		
Request:	To amend the Ledges PD (Planned Development) zone plan reallocating dwelling units within the project area.	
Applicant:	DSG Engineering	
Representative:	Logan Blake	
Location:	Located on the west and east side of Highway 18	
General Plan:	PD (Planned Development)	
Existing Zoning:	PD-R (Planned Development Residential)	
Surrounding Zoning:	North	G-G (Gravel and Grazing) and Washington County
	South	A-5 (Agricultural 5-acre minimum lot size), G-G (Gravel and Grazing), RE-12.5 (Residential Estate, 12,500 sf^2 minimum lot size), PD-TNZ (Planned Development-Traditional Neighborhood)
	East	PD-C (Planned Development Commercial) and G-G (Gravel and Grazing)
	West	G-G (Gravel and Grazing) and Washington County
Land Area:	Approximately 1108 acres	



BACKGROUND:

The Ledges were originally approved in 2004 with 2,730 dwelling units over 1,093 acres. There have been several amendments within the Ledges.

The 2006 amendment reduced the total dwelling unit count to 2,400 while reconfiguring key community infrastructure. This update relocated both the commercial site and the fire station, modified the road network layout, and adjusted park locations while formalizing public versus private access points.

The 2007 amendment lowered the dwelling unit total further to 2,300 to accommodate a second 18-hole golf course. Additional changes included adding a resort site on the west side of Highway 18, adjusting park locations, making minor refinements to the road network, and relocating the fire station once again.

The 2017 amendment raised the maximum dwelling unit capacity to 2,358 and officially removed the planned second golf course. It also expanded short-term rental allowances, adjusted the northern boundary buffer area, and redistributed residential densities across various neighborhoods.

The 2019 amendment focused primarily on minor operational updates, incorporating topographical and clerical corrections alongside a new short-term rental project while continuing to refine neighborhood residential density distributions.

The 2021 amendment expanded the development by adding 12.5 acres along the eastern boundary into the Ledges and increased the total dwelling unit count to 2,600. The impetus for the unit increase was reclaiming space originally reserved for the cancelled second golf course. Finally, it adjusted the alignment of Ledges Parkway and updated residential density plans for future development phases.

This is a request to reallocate the dwelling units in the Ledges planned development in future neighborhoods. The total number of dwelling units approved in the planned development will not change from 2,600. The area west of the highway will have a proposed net increase of 14 dwelling units for a total of 854 dwelling units. The area east of the highway and north of the golf course will have a proposed net increase of 21 dwelling units for a total of 672 dwelling units. The area east of the highway and south of the golf course will have a proposed net decrease of 35 dwelling units for a total of 1,074 dwelling units.

As part of the ongoing refinement of the master plan, this amendment reallocates unit counts across specific sub-areas of the overall Ledges development without increasing the total approved unit count. While minor adjustments occur between internal phases, the entire development continues to remain consistent with the intent of the Ledges PD-R zone.

The Planning Commission held a public hearing for this project on September 22, 2026. There were five (5) public comments with most opposed of the project. Reasons cited in

opposition to the project included infrastructure concerns, increased traffic, loss of views, and loss of property values. There were also 15 written comments received which are included as Exhibit B.

PC HEARING & RECOMMENDATION:

The Planning Commission help a public hearing on September 22, 2026, and recommend approval of this PD Amendment with a vote of 6-0.

ALTERNATIVES:

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

FINDINGS FOR APPROVAL:

1. The proposed Planned Development Amendment is consistent with the intent of the Ledges PD-R zone.
2. The proposed amendment does not increase the overall density of the development.
3. The proposed amendment will not significantly affect the demands on infrastructure from what is already approved.
4. The proposed project will not negatively impact the health, stability, and/or formation of families within the city.

POSSIBLE MOTION:

“I move that we approve the Planned Development Amendment for Ledges St George, Case No. 2026-PDA-019, based on the findings listed in the staff report.”

Exhibit A
Applicants Narrative

THE LEDGES PLANNED DEVELOPMENT (PD)

PLANNED DEVELOPMENT AMENDMENT

SEPTEMBER 2026

THE LEDGES™
OF ST. GEORGE



NOTE: THIS PD AMENDMENT REALLOCATES APPROVED RESIDENTIAL UNITS AMONG AREAS OF THE LEDGES PLANNED DEVELOPMENT. NO INCREASE IN THE TOTAL APPROVED RESIDENTIAL UNIT COUNT IS PROPOSED.

UNIT REALLOCATION

This amendment to The Ledges Planned Development updates the approved residential unit allocation among areas of the project. **The amendment does not increase the total number of dwelling units permitted within The Ledges PD.** The overall entitlement remains **2,600 dwelling units.**

As The Ledges has developed, continued planning, engineering, market evaluation, and refinement of individual neighborhoods have resulted in changes to the anticipated number of units within several portions of the community. The proposed amendment reallocates existing residential density among these areas while maintaining the previously approved overall project density.

SUMMARY OF CHANGES

- **West of Highway: +14 units overall.** The current allocation of 840 units increases to 854 units. The change is entirely within areas designated Future.
- **North of Golf Course: +21 units overall.** The current allocation of 651 units increases to 672 units. Fairways East decreases by 4 units, while the combined allocation within areas designated Future increases by 25 units.
- **South of Golf Course: -35 units overall.** The current allocation of 1,109 units decreases to 1,074 units. Rusty Cliffs decreases by 155 units and Cinder Bluffs increases by 120 units.

No increase in total residential entitlement. The adjustments offset one another exactly. The amendment therefore represents a **redistribution of previously approved units rather than an increase in development entitlement,** and the total permitted residential unit count remains unchanged at **2,600 units.**

PROJECT AREA	CURRENT	PROPOSED	CHANGE
West of Highway	840	854	+14
North of Golf Course	651	672	+21
South of Golf Course	1,109	1,074	(-35)
THE LEDGES PD	**2,600**	**2,600**	**—**

RESIDENTIAL UNIT ALLOCATION

Current Plan and Proposed Amendment

WEST OF HIGHWAY

AREA / NEIGHBORHOOD	CURRENT	PROPOSED	CHANGE
Morning Sun (Existing)	53	53	—
Canyon Rim (Existing)	98	98	—
Valderra	78	78	—
Valderra	65	65	—
Valderra	190	190	—
Future	51	45	**(-6)**
Future	45	65	**+20**
Future	135	135	—
Future	125	125	—
West Of Highway Total	**840**	**854**	**+14**

NORTH OF GOLF COURSE

AREA / NEIGHBORHOOD	CURRENT	PROPOSED	CHANGE
Redcloud (Existing)	28	28	—
Thorn Tree	188	188	—
Fairways	41	41	—
Johnson Arch	34	34	—
Northgate Peaks	38	38	—
Hidden Pinyon	43	43	—
Fairways East	83	79	**(-4)**
Future	160	200	**+40**
Future	36	21	**(-15)**
North Of Golf Course Total	**651**	**672**	**+21**

SOUTH OF GOLF COURSE

AREA / NEIGHBORHOOD	CURRENT	PROPOSED	CHANGE
Escapes	158	158	—
Sand Cove	15	15	—
White Rocks	64	64	—
Fish Rock 1-4	54	54	—
Pocket Mesa 1-5	116	116	—
Yellow Knolls	85	85	—
High Point	72	82	**+10**
Cinder Bluffs	150	120	**(-35)**
Future	395	380	**(-15)**
South Of Golf Course Total	**1,109**	**1,074**	**(-35)**
THE LEDGES PD - GRAND TOTAL	**2,600**	**2,600**	**—**

Exhibit B
Public Comment

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledges of St. George Zone Plan

2 messages

Patrick <ontap1959@gmail.com> Mon, Sep 14, 2026 at 3:45 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Good afternoon:

I am writing to express concern about this latest plan for the expansion of the Ledges. I have lived in the Ledges for six years. I'm planning on moving out of St. George. My opinion is it has been basically ruined with all the development not just on Highway 18 but virtually everywhere else.
We have a very real water shortage, We have traffic problems all day long. The beautiful drive up 18 has mostly been ruined. For the sake of never ending development which is "the big business" in Utah. Get the money, pave over everything and worry about the consequences later.
And keep encouraging tourism...I'm sure the visitors really care about the water problems. Use what you want! I'm tired of it and many I know agree with me.
There is such a thing as over development and the planning folks are right on the money.No pun intended. Can't you at least slow it down until water resources and traffic problems are handled?
I'v heard it before from the city..."the land owner's have a right to develop their land". Well then, what good is a Planning Commission?
The recourse I have is to leave and so I shall. I'm really disappointed in what has happened to St. George.

Patrick Jaeckel

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 14, 2026 at 4:11 PM
To: Patrick <ontap1959@gmail.com>

Patrick,

Thank you for your comment regarding Case No. 2026-PDA-019. It has been received and will be included in the record.

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Question - Ledges St George. Case No. 2026-PDA-019

2 messages

june veloce <jveloce@yahoo.com> Mon, Sep 14, 2026 at 9:32 PM
Reply-To: june veloce <jveloce@yahoo.com>
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Hello!
I live on the edge of the Ledges and received a notice about Case No. 2026-PDA-019.
This is awfully vague, and you said you would take written questions and comments before the meeting.
There is no map or specific information with the letter. I searched on the STG Planning section of the City of St. George but found no additional information
How can comments be submitted without knowing what is being done.
Is there a proposed map that you can send me so I have an idea of what is happening BEFORE the meeting?
Thank you very much, June Veloce

June Veloce
jveloce@yahoo.com

Lonnie Olson <lonnie.olson@sgcityutah.gov> Tue, Sep 15, 2026 at 8:21 AM
To: june veloce <jveloce@yahoo.com>

Hi June,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available on Friday. If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie Olson

[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledge reallocation on Tue sept 22

2 messages

noble keck <nkbronz@gmail.com> Tue, Sep 15, 2026 at 3:57 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Can you tell me what Ledges St George , case no 2026-PDA-019 involves, which area of the Ledges

Is this involving people in Winchester Hills that border the Ledges

Thx Noble Keck

Lonnie Olson <lonnie.olson@sgcityutah.gov> Tue, Sep 15, 2026 at 4:01 PM
To: noble keck <nkbronz@gmail.com>

Noble,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available on Friday. If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledges St George Case No. 2026-PDA-019

5 messages

Steven Mauer <smauer@torcon.com> Wed, Sep 16, 2026 at 12:19 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Mr. Olson,

I just received your September 11, 2026, correspondence regarding an amendment to the Ledges of St. George zone plan. I live within the Ledges at 5080 N Evening Star Dr and understand that is why I have received this notice. Is there a way to know what specifically is being proposed so that we can make informed comments about the plan? Perhaps a copy of what DGS Engineering is requesting would be helpful. Thanks in advance for your assistance.

Torcon, Inc.

Steven Mauer

Executive Vice President and

Chief Operating Officer

T 732.704.9800

C 908.227.6972

Building meaningful projects that

make a fundamental difference

Lonnie Olson <lonnie.olson@sgcityutah.gov> Wed, Sep 16, 2026 at 12:33 PM
To: Steven Mauer <smauer@torcon.com>

Steven,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available on Friday. If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

Steven Mauer <smauer@torcon.com> Fri, Sep 18, 2026 at 6:49 AM
To: Lonnie Olson <lonnie.olson@sgcityutah.gov>

Lonnie,

Thanks so much for the quick reply. If public access to the staff report is allowable, I would appreciate a copy.

[Quoted text hidden]

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This communication originated from an external source and did not originate within Torcon.

Lonnie Olson <lonnie.olson@sgcityutah.gov> Fri, Sep 18, 2026 at 8:10 AM
To: Steven Mauer <smauer@torcon.com>

Steven,

The staff report will be available today by 5 pm on the Planning Commission's website. Here is the link to that site: https://sgcityutah.gov/departments/community_development/planning_commission.ph

Thanks,
Lonnie
[Quoted text hidden]

Steven Mauer <smauer@torcon.com> Fri, Sep 18, 2026 at 8:37 AM
To: Lonnie Olson <lonnie.olson@sgcityutah.gov>

Thanks again.

[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledges Cse No. 2026-PDA-019

3 messages

Drew Elkins <delkins1616@gmail.com> Fri, Sep 18, 2026 at 8:27 AM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Lonnie,

I received a letter from St. George City concerning a change of zoning for the Ledges. Would you please tell me the change? From what zoning to what zoning?
Will it affect the entire Ledges of just a portion?

Thank you for your assistance.

Drew Elkins
Lot 1016 The Ledges

Lonnie Olson <lonnie.olson@sgcityutah.gov> Fri, Sep 18, 2026 at 8:30 AM
To: Drew Elkins <delkins1616@gmail.com>

Drew,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes. There will be no change in the zoning; it is currently Planned Development Residential and will remain in that zone.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available by the end of the day (5 pm). If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

Drew Elkins <delkins1616@gmail.com> Fri, Sep 18, 2026 at 10:40 AM
To: Lonnie Olson <lonnie.olson@sgcityutah.gov>

Lonnie,

Thank you for the clarification on the zoning reconfiguration. I will look for the staff report later today.

Drew

[Quoted text hidden]

> [Quoted text hidden]
> Disclaimer: The information contained in this e-mail is legally privileged and/or confidential information intended only for the receipt by and use of the individual or entity to whom or which it is addressed. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this message from your computer. Thank you.

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledges St George case 2026-PDA-019

5 messages

socdoc54@icloud.com <socdoc54@icloud.com> Tue, Sep 15, 2026 at 2:23 PM
To: lonnie.olson@sgcityutah.gov

Dear Mr. Olson,
I received your announcement regarding the zoning amendment plan above.
No other details were provided making it impossible for me as a Ledges resident to determine the implications of the zoning request.
Please send me a copy of the details for this zoning proposal.
Thanks
Mike

Michael Madsen DO, FS, FACEP
Emergency Medicine
Undersea and Hyperbaric Medicine
Flight Surgeon
COL, US Army (Ret)

Lonnie Olson <lonnie.olson@sgcityutah.gov> Tue, Sep 15, 2026 at 2:39 PM
To: socdoc54@icloud.com

Dr. Madsen,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
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- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available on Friday. If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

Lonnie Olson <lonnie.olson@sgcityutah.gov> Fri, Sep 18, 2026 at 9:14 AM
To: Jami Brackin <jami.brackin@sgcityutah.gov>
Cc: Dan Boles <daniel.boles@sgcityutah.gov>

Hi Jami,

I am working on a PDA for the Ledges, and we recently sent out over 900 public notices. I have received many emails similar to the one below, where the sender requests more information rather than commenting directly on the proposal.

Could you please let me know if I need to include these types of inquiries in the public comment section of my staff report? I also have included my notice letter for your reference.

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Case No. 2026-PDA-019

2 messages

Bob Paynter <pollyandbob43@gmail.com> Fri, Sep 18, 2026 at 11:58 AM
To: lonnie.olson@sgcityutah.gov

Lonnie—the letter I received today maintains comments can be made before the meeting regarding amendments at The Ledges zone plan. This meeting is only 4 days away yet the letter does not indicated what changes DSG Engineering wants to make.

How may I make any comments if I don't know what the changes are?

Bob Paynter
The Ledges homewowner

Lonnie Olson <lonnie.olson@sgcityutah.gov> Fri, Sep 18, 2026 at 12:09 PM
To: Bob Paynter <pollyandbob43@gmail.com>

Bob,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item will be available by the end of the day (5 pm). If you would like to discuss this further over the phone, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Dear Lonnie Olson,

2 messages

Irving Zucker <[redacted]> Fri, Sep 18, 2026 at 4:10 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Thanks for your letter about Ledges St. George, Case No. 20026-PDA-019.
I have spoken to some of my neighbors and most feel that their major concern is WATER.
Perhaps the developer has a plan to develop and increase water reservoirs for their project.

What type of landscaping and water use does the developer have planned for this project? Will the developer be sensitive to environmental concerns and impact? Preservation of native plants and habitats is very important to many of us in this community.

Although I will not be able to attend this meeting - I would like to express my concerns which are water resources and environmental impact. I believe I speak for most of my neighbors who share these concerns.

Thanks for your excellent work and assistance.

Very best wishes,
Irving Zucker
[redacted]

Lonnie Olson <lonnie.olson@sgcityutah.gov> Fri, Sep 18, 2026 at 4:13 PM
To: Irving Zucker <[redacted]>

Irving,

Thank you for your comment regarding Case No. 2026-PDA-019. It has been received and will be included in the record.

Thanks,
Lonnie

[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Zoning hearing 9/22 @ 5PM concerning Ledges zone plan

2 messages

Allan Carter <[redacted]> Sun, Sep 20, 2026 at 3:08 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Lonnie:

My name is Allan Carter ([redacted]) and I've lived at The Ledges since July 1, 2009, having moved there with my wife, Kristine Jones Carter as the first full-time resident from Bloomington. I have been through the ups and downs of the Ledges, have participated in some of the lawsuits from the home/lot owners in efforts to remove the Declarant - who has a perpetual right to their position supposedly - and spent from 1971 through 2021 working at Southern Utah Title Company with my partners, Ed Bowler and Larry Blake. Retirement has been earned and appreciated.

The purpose of my email is that I'm in southern California and likely won't be available to attend the hearing this Tuesday at 5PM so want to be certain the city understands what my position is in any changes at the Ledges west side. In 2020 my neighbor, Mark Ripley and I, who were serving as officers in the ACC for the Ledges at the time, made an appointment with Shawn Guzman, then City Attorney, whereby we elicited our concerns from a global perspective on The Ledges. I held in my hand a map of the master plan of the Ledges, which was incorrect. That conversation was later memorialized in letter form. Said map incorrect in that it showed access for the hotel, or high end development project at the south end of the Ledges (about 40 acres), coming THROUGH the project, which was not correct. The access to said project was always to be by using the existing "turn out" of the West roundabout and installing a new frontage road down to the 40 acre project, with only "crash gate" access, or secondary access, to occur through the project, from the gate, turning left across the land North of the 40 acres, until it intersected with the to be installed new roadway, thereby providing a secondary access, as required.

I can't speak for any other owners on the project, though many of them have voiced their concerns to me, but I know the current usage at the gate is high and could never be amended to allow for 40 acres of high-use hotel or nightly rentals, even to a very nice project.

I am concerned that the City be certain any maps brought to submission for reallocation of approved unit counts on the West side, for zoning, amended plats, new master plans, etc. that there isn't an accidental change wherein and whereby the current front gate be used as a PRIMARY ACCESS to any high density projects. As I pointed out, the original approved master plan showed such high density access be treated as a separate project, not enjoying the benefits of access through a gate that full time residents must share with another project of "hotel-like" structure, albeit whatever the Declarant or subsequent developers may desire. I have seen efforts to change the nature of the front gate, or move it west, where the current owners could have a second gate to pass through but I would not recommend that. The commercial access I have described above also provides a benefit to the current Ledges residents inasmuch as it also provides secondary access to their homes. We want the secondary access for our own community, provided it is crash gate in nature and not used for the primary access.

If, upon receiving this, you need further explanation, please call me at [redacted]. Thank you.

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 8:15 AM
To: Allan Carter <[redacted]>

Allan,

Thank you for your comments regarding the Ledges. They have been received and will be included in the record for the upcoming hearing.

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Case No. 2026-PDA-019

2 messages

Ken Ward <[redacted]> Mon, Sep 21, 2026 at 8:35 AM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Good morning Lonnie,

We received a notice from you regarding a meeting tomorrow afternoon. The notice was sent to a PO Box which we do not use very often anymore. In the future, would you please mail to our home address [redacted]
What zone is to be amended? The current zone is? Requested zone is?
Thank you for your kind assistance and information.

Regards,

Ken Ward
+[redacted]

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 9:17 AM
To: Ken Ward <[redacted]>

Hi Ken,

We send public notices to the mailing address on file with the County Assessor's Office.

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes. The zoning for the entirety of the Ledges is Planned Development and will remain as such.

The applicant is proposing to reconfigure the layout of the approved units within areas of the Ledges. They are not proposing to change the total number of permitted units, but rather adjust how they are distributed across the property:

- West of the highway: Proposed net increase of 14 units (from 840 to 854 units).
- East of the highway and north of the golf course: Proposed net increase of 21 units (from 651 to 672 units).
- East of the highway and south of the golf course: Proposed net decrease of 35 units (from 1,109 to 1,074 units).

The staff report for this item is available on the city website. If you would like to discuss this further, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie Olson

[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Case No 2026-PDA-019

2 messages

Ricky Luczak <[redacted]> Sun, Sep 20, 2026 at 9:37 PM
To: lonnie.olson@sgcityutah.gov
Cc: Francine Giani Luczak <[redacted]>

Hi Lonnie,

My name is Rick Luczak and my wife Francine and I own a home on [redacted] I have looked up the Case number on file and read the information to date. I am concerned that the number of units being reallocated around the golf course are to increase the number of rental units and or properties. Many of the outlying subdivisions are not allowed to be short term rental properties. If the intent of the reallocation of properties is to increase the number of rental properties in the ledges we would be opposed to this recommendation.

Can someone on the Planning commission give a clear reason as to why the reallocation of the unit numbers is being requested?

Thank you,

Cordially,
Ricky Luczak

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 9:26 AM
To: Ricky Luczak <[redacted]>
Cc: Francine Giani Luczak <[redacted]>

Ricky,

Thank you for your comment regarding Case No. 2026-PDA-019. It has been received and will be included in the record.

The applicant stated that this amendment results from continued planning, engineering, market evaluation, and refinement of individual neighborhoods.

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Letter from StG

3 messages

leah adams <[redacted]> Mon, Sep 21, 2026 at 9:43 AM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Dear Mr. Olson,
I received a letter dated September 11, 2026 concerning a meeting to amend the Ledges zone plan. The letter references the west and east side of Highway 18 and I can see the area on the west side that is highlighted. However, I don't see any subject property affected on the east side. Is the letter inferring that the Ledges encompasses both sides of 18 however, only the west side is under review?
Thank you for your help.
Leah Adams

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 10:56 AM
To: leah adams <[redacted]>

Leah,

The amendment applies to the entire Ledges development, covering both the east and west sides.

Thanks,
Lonnie
[Quoted text hidden]

---

leah adams <[redacted]> Mon, Sep 21, 2026 at 11:29 AM
To: Lonnie Olson <lonnie.olson@sgcityutah.gov>

Thank you!
Sent from my iPhone

> On Sep 21, 2026, at 10:56 AM, Lonnie Olson <lonnie.olson@sgcityutah.gov> wrote:
>
> [Quoted text hidden]

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St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Ledges St. George Case No 2026 – PDA – 019

4 messages

Mary Beth MB <[redacted]> Mon, Sep 21, 2026 at 11:35 AM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Dear Ms. Olson,

I request that at the September 22 community development planning meeting, the following information be included regarding Ledges St. George Case No 2026-PDA-019.

What are the details of the originally approved zone plan, and what are the details of the amendment request. What specifically will change, and how may it affect the surrounding area and existing residences.

What is the road access to and within this amended zone plan area.

It would be most helpful to see a detailed visual comparison between what was previously approved and what the amended zone plan request is.

Thank you for your time and attention on this request.

Respectfully submitted,
Mary Beth Sworin

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 12:17 PM
To: Mary Beth MB <[redacted]>

Mary Beth,

Thank you for your comments regarding Case No. 2026-PDA-019. They have been received and will be included in the record.

The staff report for this item is available on the city website. If you would like to discuss this further, please feel free to call me at (435) 627-4450.

Thanks,
Lonnie
[Quoted text hidden]

Mary Beth MB <[redacted]> Mon, Sep 21, 2026 at 12:28 PM
To: Lonnie Olson <lonnie.olson@sgcityutah.gov>

Thank you very much for your reply, Lonnie. Could you please help me by providing a direct link to the staff report - it would be very helpful to me andmuch appreciated. Thank you again.

Best regards,
Mary Beth

> On Sep 21, 2026, at 12:18 PM, Lonnie Olson <lonnie.olson@sgcityutah.gov> wrote:
>
> [Quoted text hidden]

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hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this message from your computer. Thank you.

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 1:40 PM
To: Mary Beth MB <[redacted]>

Mary Beth,

Here is the link to the Planning Commission website: https://sgcityutah.gov/departments/community_development/planning_commission.php

Thanks,
Lonnie
[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Sept 22 Planning Commission Meeting

2 messages

Mike and Nancy Coe <c[redacted]> Mon, Sep 21, 2026 at 1:51 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Good afternoon, Lonnie.

We were away for three weeks and returned yesterday. We just recieved your letter about the Sept 22 meeting today.

We have lived in Ledges six years. We desire to stay involved in our community. We would like to attend the meeting and make productive comments.

Your letter gives us very little information about what is being proposed.

How are we to submit comments in writing if we have no more information than what is stated in your letter?

The sentence "*This PD amendment would reallocate the unit counts within the areas of the project and the total unit count for the planned development would remain the same on 1,108 acres*" has no meaning for us. None.

It would help us if you could send more information for us to digest before attending the meeting.

We are not real estate sales, developers, or lawyers. Can you supply to us via email the following?

* A map of the current zoning situation showing "total unit count" for each area
* A map of the area(s) to be re-zoned
* The real world meaning of the words "total unit count"
* Some idea of the timing of when the decision to approve the request will happen?

Your letter, while satisfying the law regarding informing residents of zoning changes, is woefully short of helping us understand what is being proposed.

Any data you can supply would be helpful.

Thank You,

Michael and Nancy Coe
[redacted]

Lonnie Olson <lonnie.olson@sgcityutah.gov> Mon, Sep 21, 2026 at 3:01 PM
To: [redacted]

Hi Mike and Nancy,

Regarding Case No. 2026-PDA-019, the Ledges Planned Development is currently permitted for 2,600 total residential units, including existing homes.

The applicant is proposing to reconfigure the layout of the approved units within the development. They are not proposing to change the overall count, but rather to adjust the distribution across the property as follows:

- West of the highway: Net increase of 14 units (from 840 to 854 units)
- East of the highway, north of the golf course: Net increase of 21 units (from 651 to 672 units)
- East of the highway, south of the golf course: Net decrease of 35 units (from 1,109 to 1,074 units)

You can view the staff report for this amendment on the Planning Commission Website. Attached to the report is a PowerPoint presentation containing maps that detail the proposed areas, total unit counts, and specific locations of the changes. (Note: Total unit count refers to the maximum number of individual residential dwellings permitted within the site.)

The public hearing where the Planning Commission will make its recommendation is scheduled for tomorrow. Assuming the item is not continued, it will move to the City Council for final consideration on October 22, 2026.

Please let me know if you have any questions, or feel free to call me directly at 435-627-4450.

Thanks,
Lonnie

[Quoted text hidden]

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Tonight's Council Meeting

2 messages

Thomas S <t[redacted]> Tue, Sep 22, 2026 at 12:58 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

Good afternoon. I've lived in St George since March 2021 and still don't know how to find out when council meetings are being held. I just learned of tonight's meeting and can't attend due to not knowing about it. I would like the council to know that I am firmly against the requested zone amendment.

Thank you.
Tom

THOMAS G. SADLO
Colonel, USAF (Retired)
[redacted]

Lonnie Olson <lonnie.olson@sgcityutah.gov> Tue, Sep 22, 2026 at 1:35 PM
To: Thomas S <[redacted]>

Tom,

Thank you for your comments regarding the zone amendment. They have been received and will be included in the public record.

To stay informed about future meetings, you can view agendas and schedules on the city website at https://www.sgcityutah.gov.

The Planning Commission, which meets tonight, typically convenes on the second and fourth Tuesday of the month at 5:00 PM. The City Council typically meets on the first and third Thursday of the month at 5:00 PM. Both meetings are held at 61 S. Main Street, St. George, UT 84770.

Thanks,
Lonnie

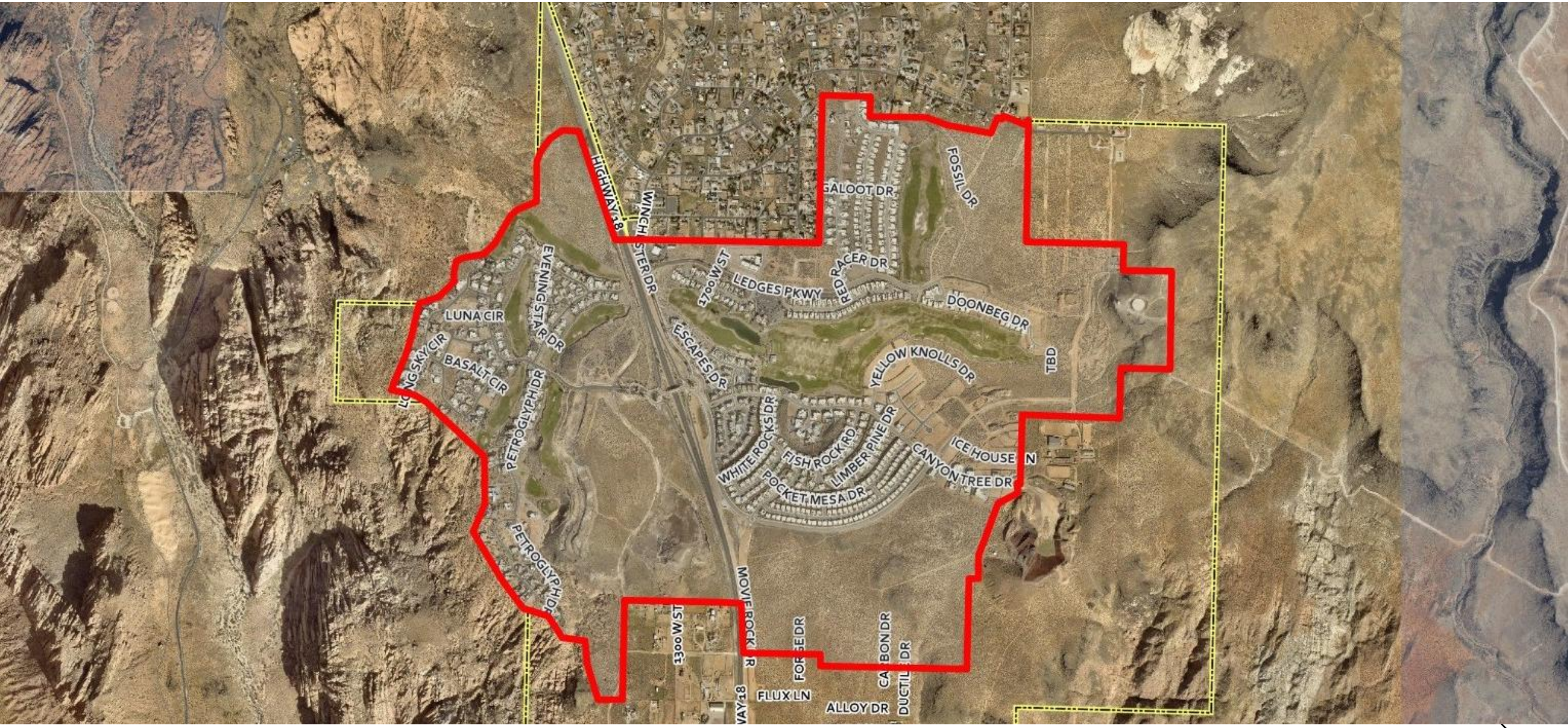
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Exhibit C
PowerPoint Presentation

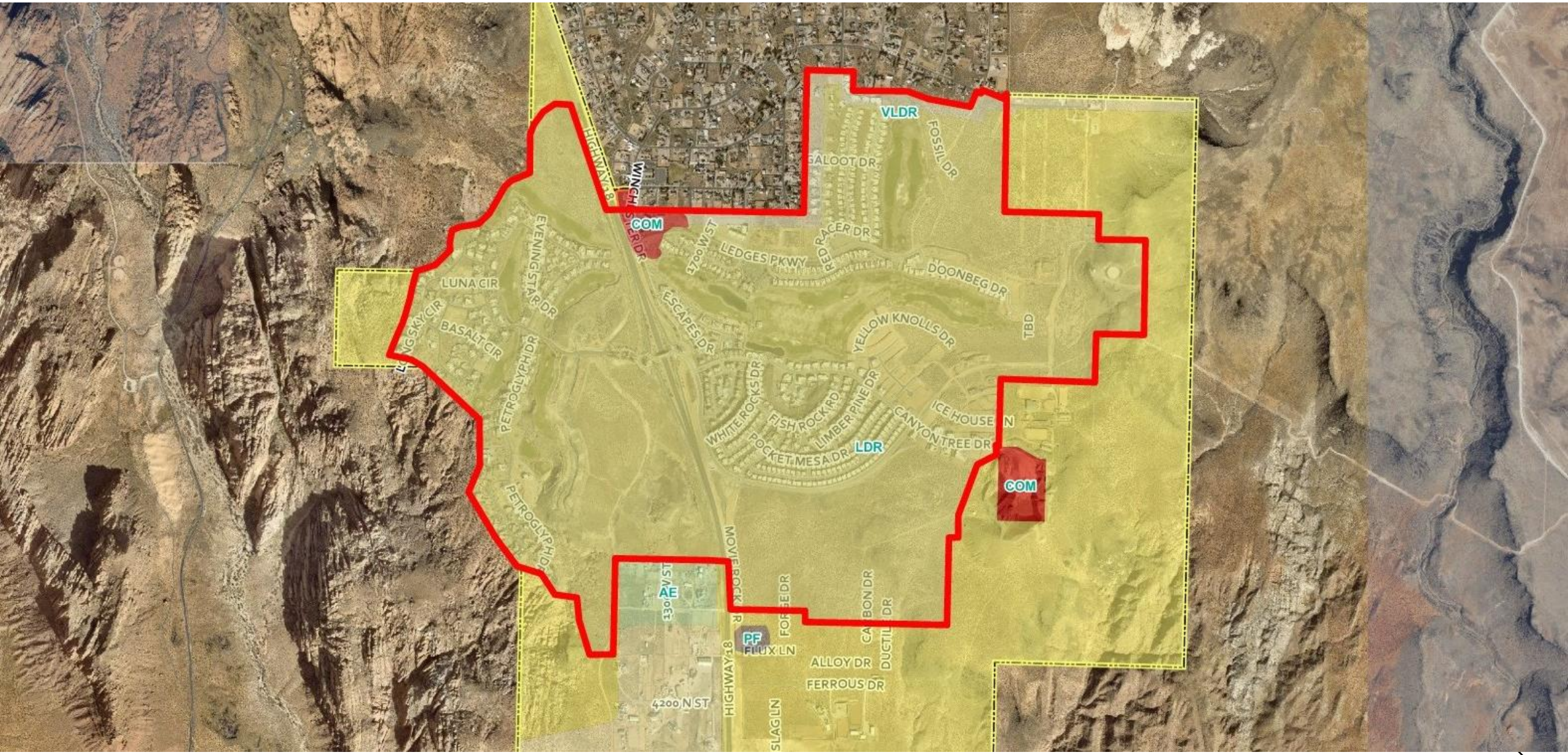


Ledges St George

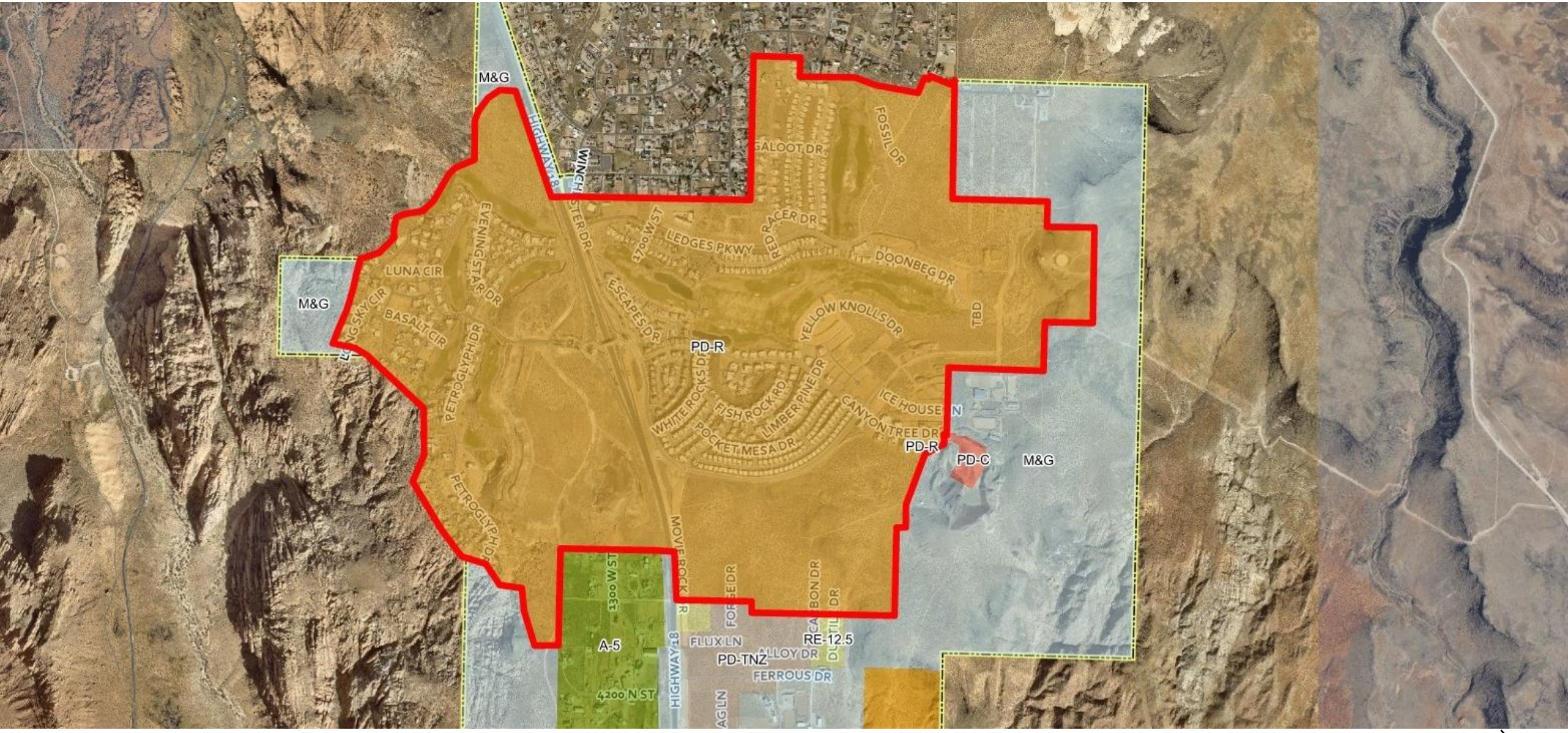
2026-PDA-019


HIGHWAY 18
WINCHESTER DR
GALOOT DR
FOSSIL DR
1700 W ST
LEDGES PKWY
RED RACER DR
DOONBEG DR
LUNA CIR
EVENING STAR DR
ESCAPES DR
YELLOW KNOLLS DR
TBD
BASALT CIR
PETROGLYPH DR
WHITE ROCKS DR
FISH ROCK RD
LIMBER PINE DR
ICE HOUSE N
CANYON TREE DR
POCKET MESA DR
1300 W ST
MOVIE ROCK R
FORGE DR
CARBON DR
DUCTIL DR
FLUX LN
ALLOY DR

Location

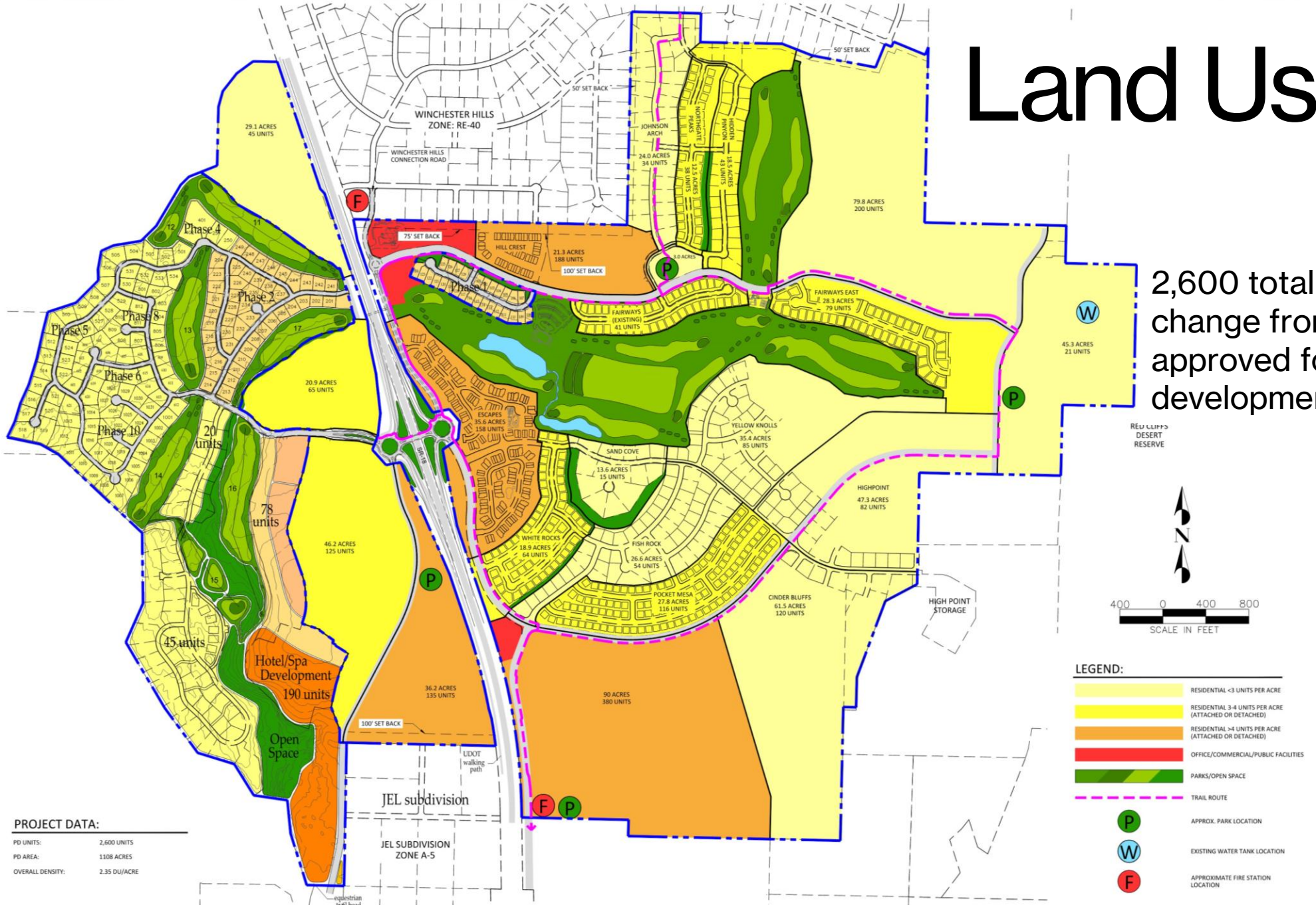


General Plan


M&G
HIGHWAY 18
WINCH
GALOOT DR
FOSSIL DR
1700 W ST
LEDGES PKWY
RED RACER DR
DOONBEG DR
LUNA CIR
EVENINGSTAR DR
M&G
BASALT CIR
ESCAPES DR
YELLOW KNOLLS DR
TBD
PD-R
PETROGLYPH DR
WHITE ROCKS DR
FISH ROCK RD
LIMBER PINE DR
ICE HOUSE LN
CANYON TREE DR
POCKET MESA DR
PD-R
PD-C
M&G
PETROGLYPH DR
MOVE ROCK RD
3300 W ST
FORGE DR
A-5
FLUX LN
RE-12.5
PD-TNZ
ALLOY DR
FERROUS DR
4200 N ST
HIGHWAY 18
SAGE LN

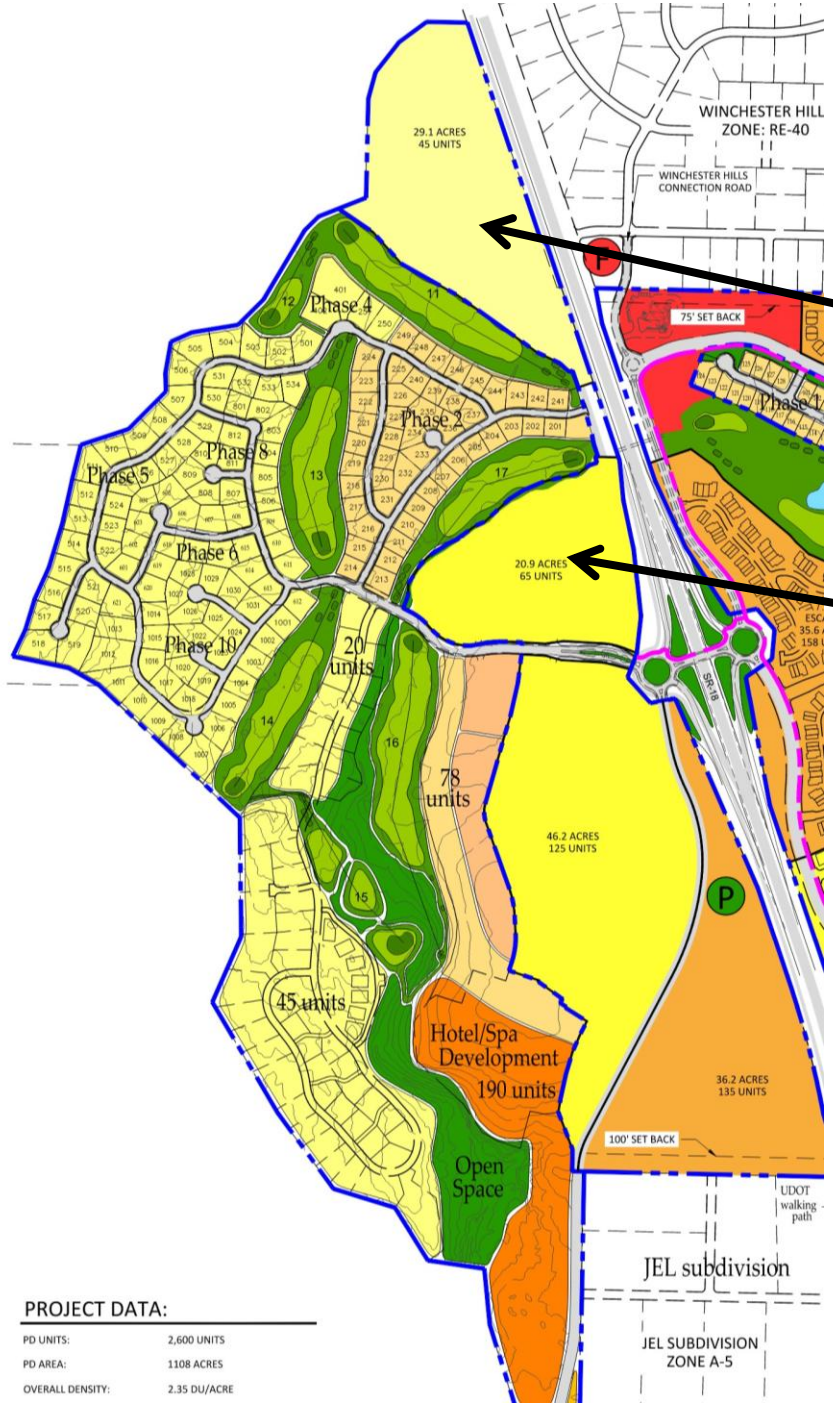
Zoning

Land Use Plan



2,600 total permitted units (no change from what is already approved for the planned development)

West of Highway

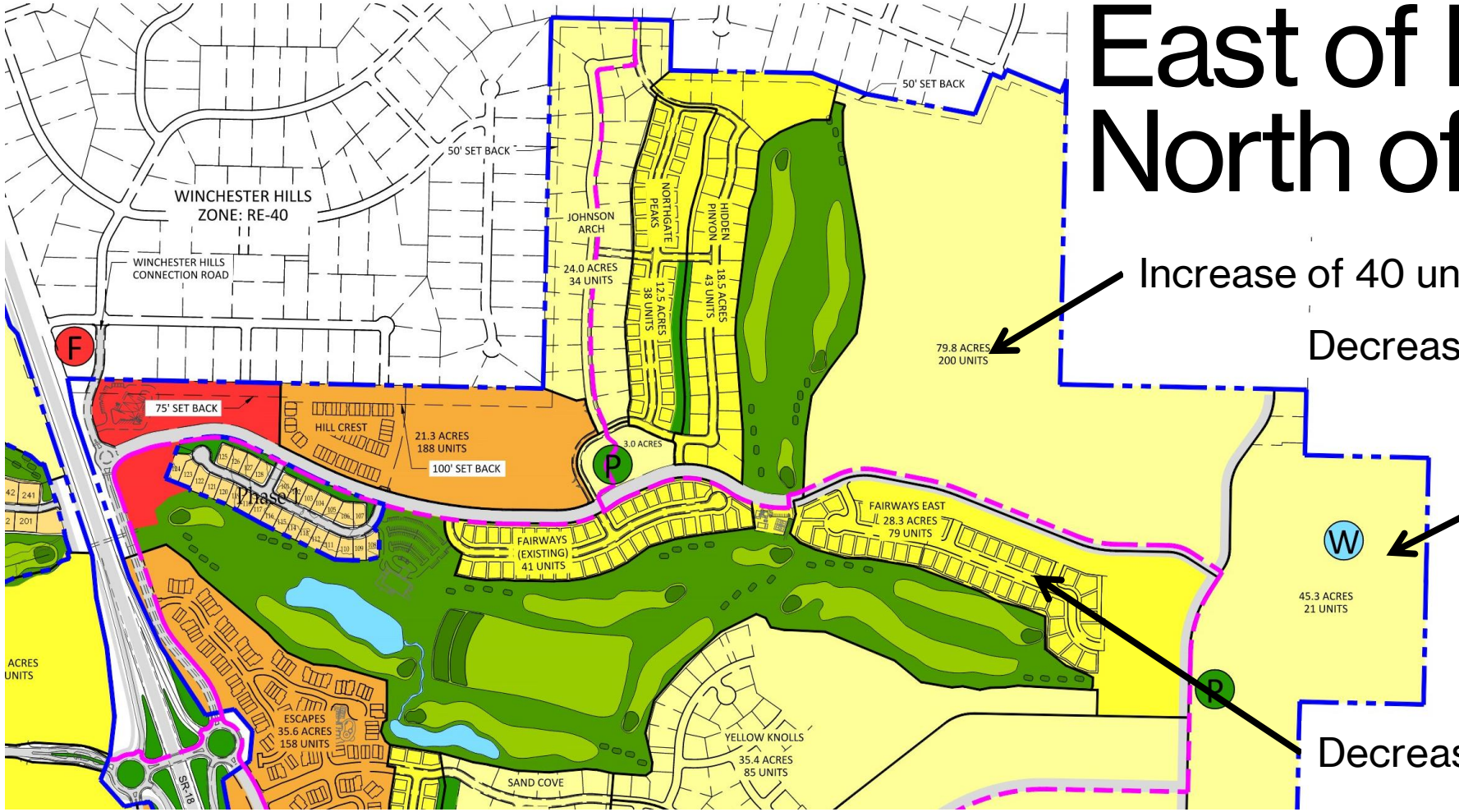


Decrease of 6 units (45 total proposed)

Increase of 20 units (65 total proposed)

<u>Overall increase of 14 units in this area</u>

East of Highway North of golf course

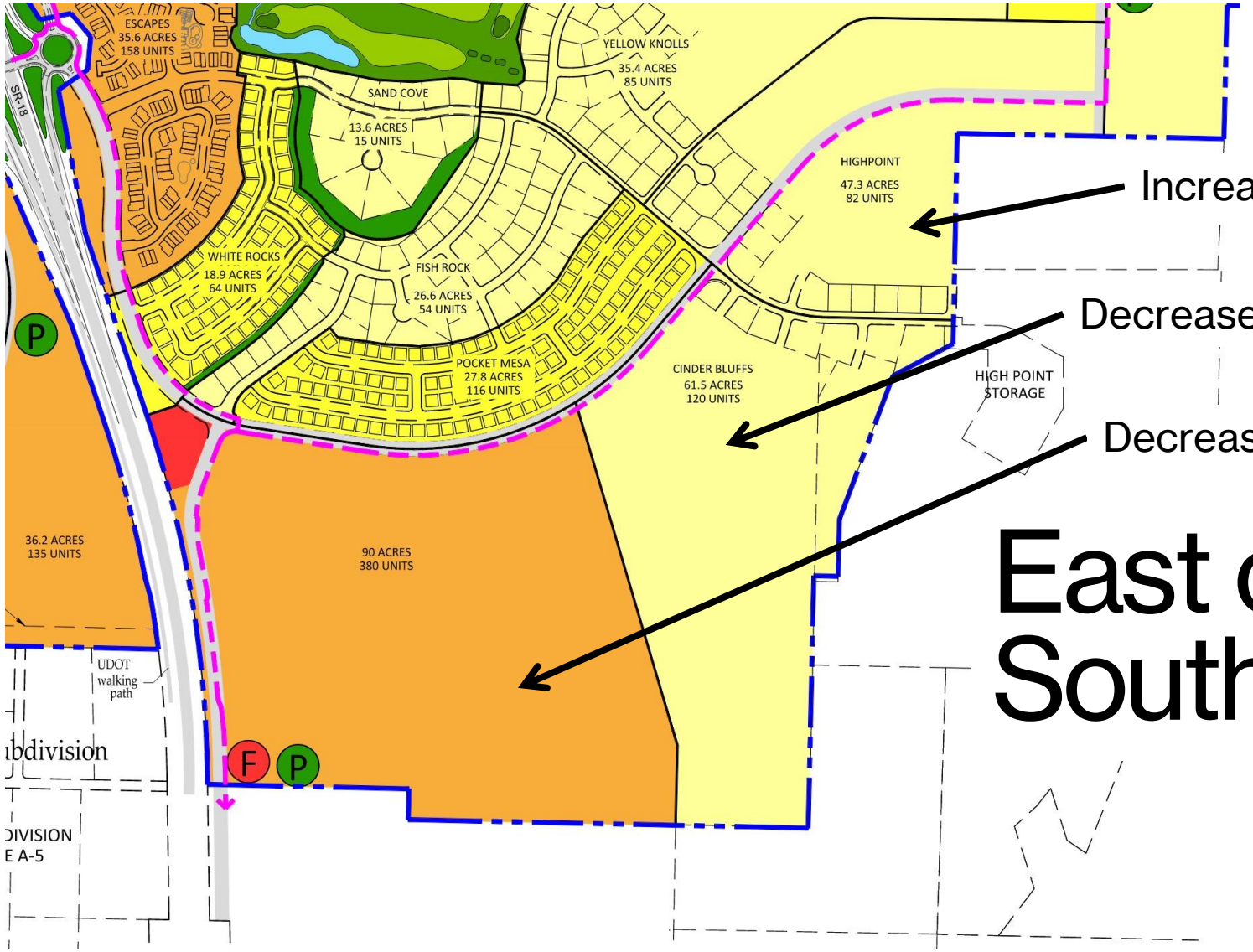


Increase of 40 units (200 total proposed)

Decrease of 15 units (21 total proposed)

Decrease of 4 units (79 total proposed)

<u>Overall increase of 21 units in this area</u>



Increase of 10 units (82 total proposed)

Decrease of 30 units (120 total proposed)

Decrease of 15 units (380 total proposed)

East of Highway
South of golf course

<u>Overall decrease of 35 units in this area</u>

Recommendation

Planning Commission recommended approval of this Planned Development Amendment 6-0 on September 22, 2026

ORDINANCE NO._____

AN ORDINANCE AMENDING THE LEDGES PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 1,108 ACRES TO REALLOCATE DWELLING UNITS WITHIN THE PROJECT AREA. THE SITE IS GENERALLY LOCATED ON THE EAST AND WEST SIDE OF U-18 AND SOUTH OF WINCHESTER HILLS.

(LEDGES ST GEORGE)

WHEREAS, the property owner has requested an amendment to an approved PD-R (Planned Development Residential) zone to reallocate dwelling units within the project area; and

WHEREAS, the Planning Commission held a public hearing on September 22, 2026, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 6-0 vote with the following condition:

WHEREAS, the City Council held a public meeting on this request on October 22, 2026, to consider the Planned Development Amendment; and

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

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

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

Section 2. Enactment. The approved planned development within the PD-R Zone for the property described in Exhibit ‘A’ shall be amended upon the effective date of this ordinance to reallocate dwelling units within the project area. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit ‘A’.

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

Section 4. Effective Date. This Ordinance shall take effect 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 22nd day of October 2026.

ST. GEORGE CITY:

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

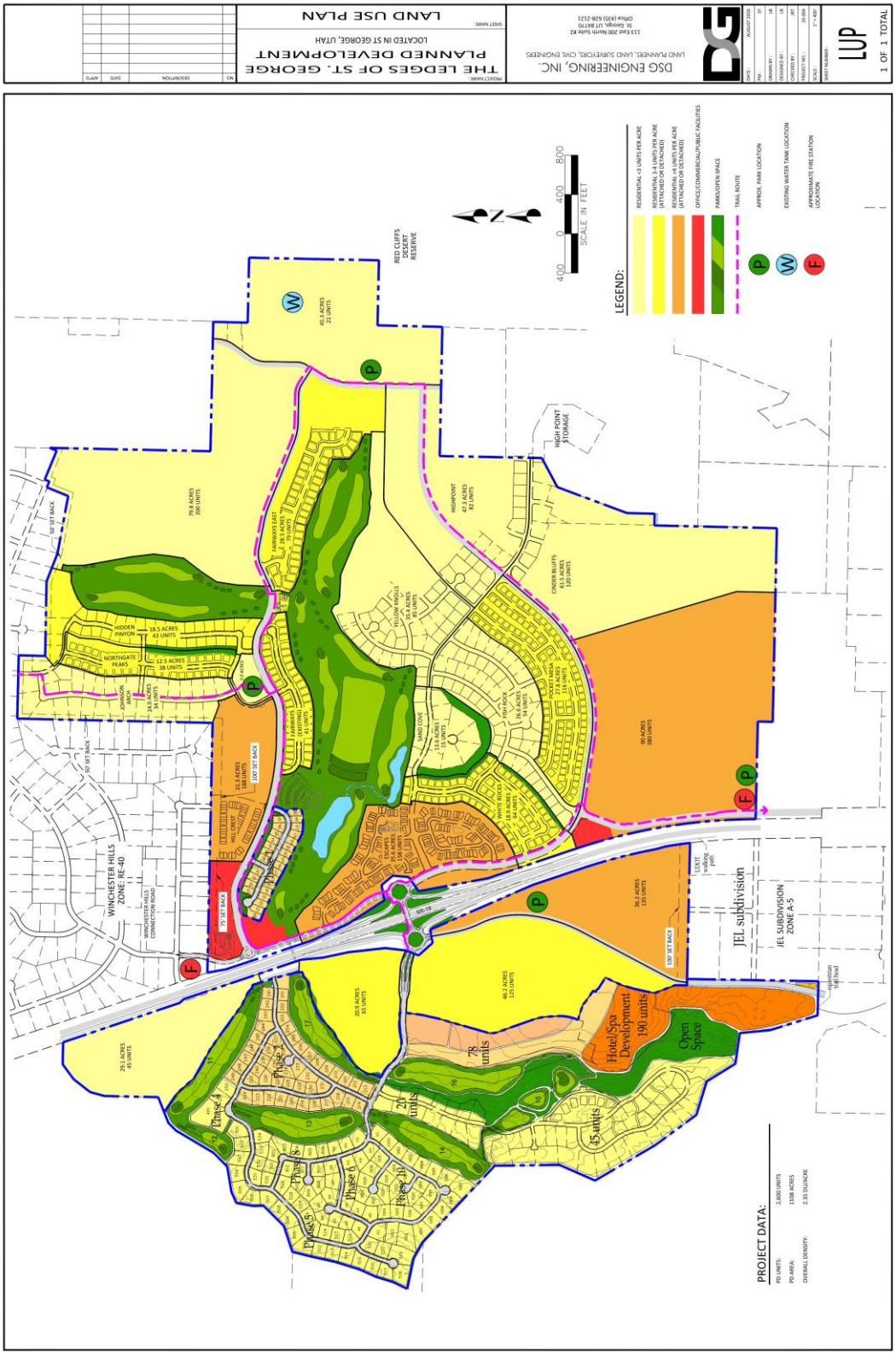
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

EXHIBIT "A"


DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121
THE LEDGES OF ST. GEORGE
PLANNED DEVELOPMENT
LOCATED IN ST GEORGE, UTAH
LAND USE PLAN
LUP
1 OF 1 TOTAL
LEGEND:
RESIDENTIAL <3 UNITS PER ACRE
RESIDENTIAL 3-4 UNITS PER ACRE (ATTACHED OR DETACHED)
RESIDENTIAL >4 UNITS PER ACRE (ATTACHED OR DETACHED)
OFFICE/COMMERCIAL/PUBLIC FACILITIES
PARK/OPEN SPACE
TRAIL ROUTE
APPROX. PARK LOCATION
EXISTING WATER TANK LOCATION
APPROXIMATE FIRE STATION LOCATION
SCALE IN FEET
RED CLIFFS DESERT RESERVE
HIGH POINT STORAGE
WINCHESTER HILLS ZONE: RE-40
JEL subdivision
JEL SUBDIVISION ZONE A-5
Hotel/Spa Development 190 units
Open Space
78 units
20 units
45 units
Phase 2
Phase 3
Phase 4
Phase 5
Phase 6
Phase 7
Phase 8
Phase 10
PROJECT DATA:
PD UNITS: 2,800 UNITS
PD AREA: 1166 ACRES
OVERALL DENSITY: 2.35 DU/ACRE

Agenda Date: 10/22/2026 **Agenda Item Number:** 05

Subject:

Consider approval of Ordinance No. 2026-082 amending the Rusty Cliffs South Planned Development Traditional Neighborhood Zone on approximately 49.3 acres generally located on the east side of Highway 18 between 4100 North and 4400 North. (Rusty Cliffs South - Case No. 2026-PDA-020)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Logan Blake, DSG Engineering

Reference Number: 2026-PDA-020

Address/Location:

Generally located on the east side of Highway 18 between 4100 North and 4400 North.

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

In January of 2026, the City Council approved a rezone on the property to PD-TNZ (Planned Development Traditional Neighborhood Zone). Since that time, the applicant has reevaluated the project and is proposing to make some changes. The revised plan includes a decrease in density and removes the commercial, live/work and stacked multi-family units. The Planning Commission held a public hearing on September 22, 2026 and received public comment from one adjacent property owner. The Planning Commission recommends approval of the application with a 5-0 vote.

Staff Narrative (need/purpose):

The applicant has stated that the market has shifted enough to warrant changes to the plan. As such, they are required to approach the Council for approval of the changes to their zone plan.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on September 22, 2026 and received public comment from one adjacent property owner. The Planning Commission recommends approval of the application with a 5-0 vote with the following conditions:1.That a preliminary plat is submitted for review and approval by the Planning Commission. 2.That a site plan that meets the requirements of city code and TNZ development standards is applied for and approved prior to construction.3.That parking standards as found in the PD-TNZ and/or 10-19 are adhered to.4.If the tri-plex units are substantially similar to the depictions attached to this report in the narrative, they will not require a future PD amendment.

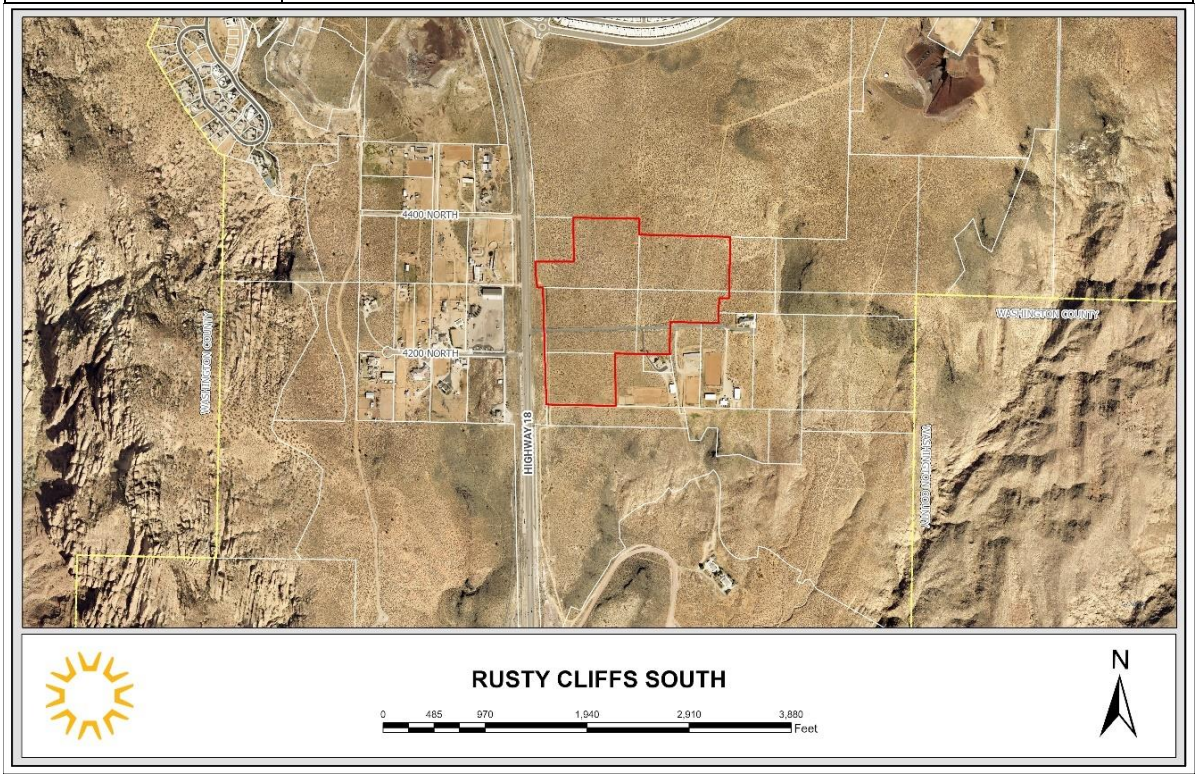
Attachments

St.George
Community Development

PD Amendment

PLANNING COMMISSION AGENDA REPORT: 09/22/2026
CITY COUNCIL AGENDA REPORT: 10/22/2026

Rusty Cliffs Planned Development Amendment PD Amendment (Case No. 2026-PDA-020)		
Request:	Consider amending the approved Rusty Cliffs Planned Development TNZ (Traditional Neighborhood Zone) to decrease the density and remove the commercial, live/work and stacked multi-family units.	
Applicant:	Logan Blake, DSG Engineering	
Location:	The property is generally located on the east side of Highway 18 between 4100 North and 4400 North.	
General Plan:	LDR (Low Density Residential)	
Existing Zoning:	PD-TNZ (Planned Development Traditional Neighborhood Zone)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	G&G (Gravel & Grazing) & PD-TNZ (Traditional Neighborhood Zone)
	East	G&G (Gravel & Grazing) & RE-12.5 (Residential Estates 12,500 ft² minimum lot size)
	West	Hwy 18 & A-5 (Agricultural 5 Acre Minimum lot size)
Land Area:	Approximately 49.3 acres	



BACKGROUND:

The subject property is approximately 49.30 acres in size and is located on the east side of Highway 18 between approximately 4100 – 4400 North. In January of 2026, the City Council approved a rezone on the property to PD-TNZ (Planned Development Traditional Neighborhood Zone). Outside of Desert Color, this was the only other TNZ request. Since that time, the neighboring property to the south also received a change in zoning designation to TNZ on a portion of their property as well to blend with the subject development.

The PD-TNZ requirements can be found in section 10-7H of the St. George municipal code and the TNZ design manual. Because the property was just recently rezoned, it is not staff's intent to revisit all the particulars of the TNZ zone. Rather, in an attempt to keep the request simple, staff will lay out the differences between the approved layout and the proposed amendment. However, in order to create a small background, the following is provided as a goal of what the TNZ zone is trying to accomplish. The following was taken from the original Rusty Cliffs staff report.

> The PD-TNZ zone attempts to create a method by which a more traditional development pattern may flourish. A typical traditional neighborhood can be categorized by such things as reduced setbacks, alleyways, smaller and more compact development, a more walkable pattern, more detail to architectural styles, commercial, higher density and medium density residential integrated together, etc. In order to accomplish these goals, The PD-TNZ zone can be divided into two sub-categories or neighborhood types, NE (Neighborhood Edge) and NG (Neighborhood General). In general, the NE is *"the less dense form of traditional neighborhood development consisting principally of detached single-family homes. NE may also include a limited number of duplexes and courtyard bungalows. Buildings are situated on larger lots with setbacks on all sides. The permitted building frontage includes porches and front yards*."[1] In contrast, the NG neighborhood is "*a primarily residential development pattern; however, it is denser than neighborhood edge and may consist of both attached and detached residence types. Multiple-family residential and nonresidential uses are permitted but shall blend into the neighborhood by occupying buildings that are of a scale and appearance compatible with single-family detached residences. Single-family homes are situated on smaller, narrower lots with shallow setbacks. The narrow lots generally require that off-street parking be accessed from the rear by alleys*."[2] A NG designation may have limited commercial uses as well as outlined in Chapter 10-7H.

[1] St. George City Code section 10-7H-1(A)(1) – Neighborhood Edge (NE)
[2] St. George City Code section 10-7H-1(A)(2) – Neighborhood General (NG)

Though a single PD-TNZ zone may include areas of both NE and NG areas (think Desert Color), the applicant is proposing that the entirety of Rusty Cliffs be designated Neighborhood General (NG) giving the entirety of the project a more compact and walkable feel.

One other aspect of the PD-TNZ zone that is different than any other zone is that it is compatible with all General Plan land use designations. St. George code states that, "*The NE and NG shall be deemed consistent with the city's general plan if located in an area designated for low, medium, medium high, or high density residential use; no general plan amendment shall be required in such circumstances*."[3] The property is found entirely within the LDR (Low Density Residential) general plan land use category making the proposed PD-TNZ zone compliant with the general plan.

With that background in mind, the proposed revision substantially changes the approved land-use mix while maintaining essentially the same 49.3-acre development area and general street network. The total number of residential units decreases from **380** to **294** for a difference of **86 total units**. The revised plan would also shift the development from a relatively balanced mix of attached and detached housing to a primarily detached residential development. The 176 attached units approved with the original plan would be reduced to 57 triplex units, eliminating the approved duplex, 2-story attached, 12-plex flat, and live/work components. The 40,000-square-foot Town Center commercial component is also removed. In contrast, detached residential lots would increase from 204 to 237, with the revised plan identifying 2,800-square-foot, 4,200-square-foot, 4,725-square-foot, and 5,250-square-foot lot products. The revised plans also introduce NE (Neighborhood Edge) zoning designation to the TNZ.

Please see the below for changes to site details:

	Approved Plan	Revised Plan	Difference
Number of Units	380	294	-86
Density	7.7 UPA	5.96 UPA	-1.74 UPA
Stacked multi-family Units	72	0	-72
Townhome Units	24	57	+33
Duplex Units	32	0	-32
Single-family Units	204	237	+33
Live/Work	16	0	-16
2 Story attached	32	0	-32
Commercial	40,000 ft²	0 ft²	-40,000 ft²

[3] St. George City Code section 10-7H-2(B) – General Plan

The applicant has produced a narrative which will serve as the guiding document for development of the project (see attached). This document gives a full narrative of the project, details items such as lot sizes, allowed uses, setbacks, mix of architectural types, layout of the project, etc. It should be noted that while this booklet lays out the future development and shows examples of architecture, etc., it should not be misunderstood to be an exact design of what will be constructed. These give a flavor of future development, not an exact diagram of the exact details of development. The site will be expected to develop as shown here (layout, number of units, and so forth), but the architecture may vary according to demand, timing, and as design moves forward.

Applicant Explanation: The applicant provided the following explanation as the reason for the requested amendment to the PD-TNZ zone:

> The proposed amendment to the Rusty Cliffs South Master Zoning and Development Plan reflects a refinement of the project program as it has moved from conceptual planning toward implementation.
>
> The original plan included a broad mix of residential types, including stacked multifamily flats, together with a neighborhood-scale commercial component along Movie Rock Drive. As the project has advanced, the applicant has reevaluated the market feasibility and timing of those uses. Both stacked multifamily housing and neighborhood commercial are more dependent on future market conditions, absorption, financing, and the pace of surrounding development than the lower-density residential products included elsewhere in the plan.
>
> The revised plan therefore replaces those components with lower-density residential alternatives, including single-family homes, triplexes, and paseo cottages. It also introduces Neighborhood Edge areas with lower residential intensity. The purpose of the change is to provide a development program that can be implemented more predictably and incrementally as market demand evolves.
>
> The amendment does not substantially change the project's overall planning framework. Rusty Cliffs South remains a traditional neighborhood organized around a connected street network, pedestrian-oriented design, civic and open spaces, and a variety of residential forms. The principal change is in the mix and intensity of uses rather than in the underlying neighborhood design approach.

RECOMMENDATION:
Planning Commission held a public hearing on the request on September 22, 2026. At that hearing, a neighboring owner, Gai Bowler Cannon came out in support of the project but requested that the applicant work with her on a fence or some kind of barricade to create a separation between her animals and the proposed residential units. The applicant stated that they are trying to keep open the boundary for access to her property and to keep the project open without a lot of barriers in harmony with the intent of the TNZ zone. The Planning Commission recommends approval of the Planned Development Amendment application for Rusty Cliffs as presented with the following conditions:

1. That a preliminary plat is submitted for review and approval by the Planning Commission.
2. That a site plan that meets the requirements of city code and TNZ development standards is applied for and approved prior to construction.
3. That parking standards as found in the PD-TNZ and/or 10-19 are adhered to.
4. If the tri-plex units are substantially similar to the depictions attached to this report in the narrative, they will not require a future PD amendment.

ALTERNATIVES:
1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial of the request.
4. Continue the proposed PD amendment to a later date.

POSSIBLE MOTION:
“I move that we approve the Rusty Cliffs PD amendment as presented, Case No. 2026-PDA-020, based on the findings and subject to the conditions listed in the staff report (and as modified by the following…).”

FINDINGS FOR APPROVAL:
1. The proposed uses are permitted uses found in the PD-TNZ zone and Design manual.
2. The proposed project meets the PD-TNZ general requirements found in Section 10-7H of the St. George City Code.
3. The property will be served by approved sources and facilities: culinary and secondary irrigation water, power, sewer, and access to a dedicated public street.
4. The amendment still meets the requirement of being primarily a single-family development.
5. The proposed project will not negatively impact the health, stability, and/or formation of families within the city.

Exhibit A
Applicant's Narrative (Booklet)

Ledges at Snow Canyon LLC
1472 E 3950 S
St George, UT 84790
Attention: Stacy Young
e. stacy@utahlanduse.com
c. (435) 313-3914

Rusty Cliffs South Traditional Neighborhood

Master Zoning & Development Plan

September 2026



TABLE OF CONTENTS

1. Development Overview
    - 1.1. Vision
    - 1.2. Strategies
    - 1.3. Project Location & Physical Characteristics
    - 1.4. Land Use Designations

2. Traditional Neighborhood Plan
    - 2.1. Overview
    - 2.2. Building Forms & Standards Summary Table
    - 2.3. Architecture
        - 2.3.1. Precedent Imagery
        - 2.3.2. Architectural Guidelines
    - 2.4. Yard Dispositions
    - 2.5. Private Frontages
    - 2.6. Street Designs

3. Project-Wide Signage, Lighting, & Landscape Architecture

4. Summary Maps & Exhibits
    - 4.1. Land Use Plan
    - 4.2. Civic Space Plan
    - 4.3. Phasing Plan
    - 4.4. Slope Analysis
    - 4.5. Project Context Map
    - 4.6. Landscape Tree Planting Plan
    - 4.7. Typical Landscape Planting Plan
    - 4.8. Zone Change Boundary Map
    - 4.9. Sample of Lot Dimensions

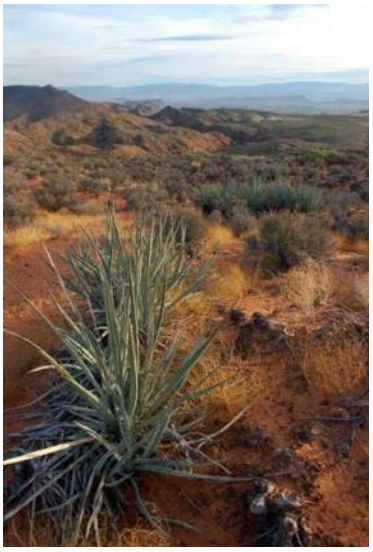
1. DEVELOPMENT OVERVIEW

1.1 Vision

Rusty Cliffs South is a 49-acre traditional neighborhood that will enable an outstanding quality of life on the beautiful benchlands above Snow Canyon State Park. In addition to the scenic setting, residents will enjoy a variety of homes and easy walking access to a mixed-use neighborhood center.

1.2 Strategies

- We will utilize St. George's Planned Development Traditional Neighborhood Zone (PD-TNZ) to deliver a variety of homes and complementary land uses that meet the diverse needs and preferences of households of different incomes and life stages.

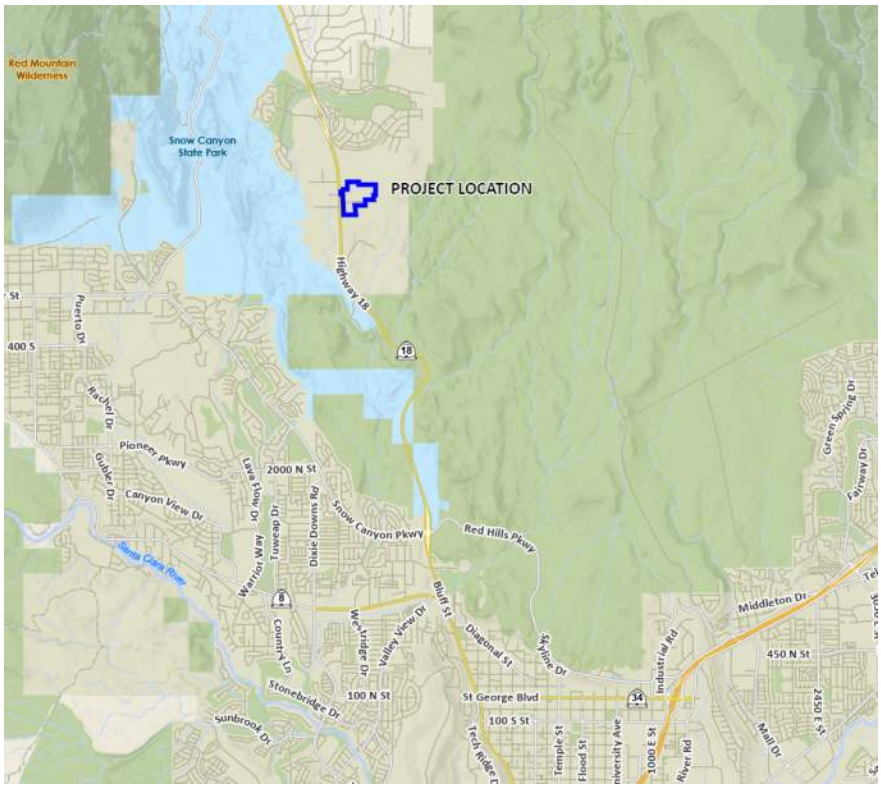


- The *Rusty Cliffs South* neighborhood center is programmed to be adjacent to future commercial uses and public facilities (including a park and power and public safety substations). This expanded multipurpose node will serve many of the civic needs of the residents.

- A well-connected street grid will enhance the pedestrian experience, improve vehicular circulation, and provide for the reliable, cost-effective delivery of utilities and other public services.

- Residents will enjoy abundant outdoor recreation and leisure opportunities, both within neighborhood boundaries and by way of points of connection to regional trails and public lands.

1.3 Project Location & Physical Characteristics



Location: Utah Highway SR-18 at milepost 7
Total Area: ~49 acres
Physical Description: The site of the neighborhood is along the east side of Utah Highway 18 (SR-18) just north of milepost 7. Other adjacent property includes the *Red Cliffs Desert Reserve*, the *Trails* planned community, and the *Ledges* planned community. The terrain is a gently sloping sagebrush field adjacent to the highway. Access to the property will be by way of Movie Rock Dr., a frontage collector road linking the Ledges and (under construction) Trails interchanges. The elevation is about 1,000’ higher than downtown St. George.

1.4 Land Use Designations



General Plan.
Low Density Residential (LDR, <4 Dwelling Units per Acre)

Zoning.

- Planned Development Traditional Neighborhood (PD-TNZ)
- Neighborhood General (NG) Form-Based Standards
- Neighborhood Edge (NE) Form-Based Standards

Development Parameters.

- Neighborhood General 206 homes (6.5 Dwelling Units/Acre)

2. TRADITIONAL NEIGHBORHOOD PLAN

2.1 Overview.

Overview of Uses. This Traditional Neighborhood Plan includes a range of residence types: bungalow-style single-family homes; single-family attached homes (triplexes); and paseo cottages. Larger buildings, more intense uses, and a carefully designed street cross-section will activate the Movie Rock Drive frontage.



Essential Characteristics. Diverse residence types including modest multifamily and small-scale single family buildings; a balance between public and private spaces; an elevated pedestrian experience by way of a compact street grid, thoughtfully curated landscaping, and welcoming private frontages.

Yard Dispositions. Edge Yards; Side Yards; Rear Yards. Generally shallow front and side setbacks or zero-lot line configurations. *See Yard Dispositions section for detail.*

Frontage Types. Common Yard; Porch Yard; Terrace or Lightwell; Forecourt; Stoop; . *See Private Frontages section for detail.*

Building Height. 1-3 stories, excluding attics or raised basements. Up to three stories permitted along Movie Rock Drive.

Civic Spaces & Other Define Open Spaces. To be owned and maintained by a private home owners association unless accepted as public facilities by the City. City ordinance requires 5% of the Neighborhood General portion of the project to be qualifying Civic Space. Rusty Cliffs South will provide 5.0% Civic Space (1.5 acres), as follows: Two Greens at 0.5 acres and 1.0 acres. Additionally, there will be 0.9 acres of paseo area within the Neighborhood Edge portion of the project.

2.2 BUILDING FORMS AND STANDARDS SUMMARY TABLE					
1	**BUILDING FORMS**				
	Single Family House				
	Accessory Dwelling Unit (Internal, Attached, or Detached)				
	Triplex (Side-by-Side)				
	Paseo (Attached or Detached)				
2	**PERMITTED USES ^1**				
	See: St. George Code 10-7H-6 (as amended) Neighborhood General (NG) Allowed Use Table.				
	Short Term Rental is an explicitly prohibited use in the Rusty Cliffs South Neighborhood.				
3	**MAX. BUILDING HEIGHT**				
	Main Building	3 stories/40’			
	Accessory Structures	2 stories/25’			
4	**SETBACKS ETC.**				
	See table below				
5	**YARD DISPOSITIONS**				
	Edge Yard, Side Yard, Rear Yard				
6	**PRIVATE FRONTAGES**				
	Common Yard, Porch Yard, Dooryard, Forecourt, Stoop, Shopfront				
7	**CIVIC SPACES**				
	Square, Green, & Playground				
^1 Where they differ, the modifications to standard City use regulations made by this master plan document control.					

Setbacks, Widths and Typical Size for "Rusty Cliffs South" Residential Lots

Standard	Townhome (Triplex)	Detached-Common Green	Detached-Narrow	Detached-Wide
Front Setbacks	10' Min or M.U.E Width	10' Min from Street 0' Min from Green	10' Min / 15' Max	10' Min / 15' Max
Alley Setbacks	5' Minimum	5' Minimum	5' Minimum	5' Minimum
Side Setbacks / Building Separation	6' / 12' Minimum	5' / 10' Minimum*	5' / 10' Minimum*	5' / 10' Minimum*
Minimum Pad/Lot Width	24'	40'	40'	50'
Typical Pad/Lot Size	1,200 sq ft	2,800 sq ft	4,200 sq ft	5,250 sq ft

** 10-Foot Building Separation for Zero-lot Homes*

2.3 Architecture.

2.3.1 Precedent Images.



Single Family Detached House.



Single Family Detached House.



Single Family Attached House.



Frontage Cross-Section, Movie Rock Dr.

2.3.2 Architectural Guidelines.

Review Process. Architecture shall consist of southwestern vernacular colors and styles. All construction shall comply with the Architectural Guidelines enumerated below and shall be subject to the review of an Architectural Review Committee established by the developer.

Guideline A: Architectural Coherence. A building greater than one story should clearly express each floor of the structure through belt courses, cornice lines, or similar architectural detailing. All building materials shall be high quality, such as brick, stone, stucco, cement clapboard siding, or comparable materials.

Guideline B: Compatibility of Scale. Generally, similar building forms should face across streets with transitions to dissimilar building forms made at rear lot lines or across alleys.

Guideline C: Architectural Variety. To promote visual interest, the design guidelines adopted by the community's Architectural Review Committee shall require that no two identical single family homes be constructed side by side or directly across the street from one another. More generally, builders shall be encouraged to deliver a cohesive variety of styles, roof forms, materials, and color palettes.

Guideline D: Human-Oriented Scale & Design. A building's main entrance shall face a public street or common green or plaza and be clearly identifiable through the use of architectural detailing. Windows and doors on the front façade of a building should create lines of sight between the building and the street. Doorways, windows, and other openings in the façade should be proportioned to reflect pedestrian scale and movement, and to encourage interest at the street level. Buildings should incorporate the façade indicated by their Private Frontage type. Long, uninterrupted walls or roof planes are prohibited.

Guideline E: Streetscape Elements. Street lighting and permanent signage shall comply with St. George City Code and Standards, unless otherwise approved. Street trees are required, and shall generally be placed in planter strips at intervals of no more than thirty feet (30') unless utility placement or other conditions dictate alternative spacing.

Guideline F: Walls and Fencing. Block privacy walls no taller than six feet four inches (6'4") are permitted in the rear and side yard areas of buildings. Side yard privacy walls should terminate at least twenty feet (20') behind the main building façade. A low decorative fence or retaining wall/planter may be placed at or within the frontage line to set a spatial boundary with the street and/or create an elevated porch (*see Figure 1 below*). Such a fence or wall shall not exceed thirty-six inches (36") in height and masonry blocks or other solid material are permitted in this context only where serving as a retaining wall.



Figure 1. A low retaining wall in the frontage may be used to create an elevated entry and a spatial boundary with the public right-of-way.

Guideline G: Accessory Structures, including Detached Garages and Carriage Houses (accessory dwelling unit atop garage).

1. Accessory structures fully contained within the rear yard may have zero (0') setbacks from the side and rear property line. No roof shall project beyond the property line and stormwater runoff from the building shall not run onto an adjacent property.
2. Main dwelling and accessory buildings must be separated a minimum of six feet (6').
3. Accessory structures larger than 200 square feet must be of the same design, material, color, and quality as the main dwelling.
4. Accessory structures other than Carriage Houses and detached garages are limited to twenty-five percent (25%) rear yard coverage. Carriage Houses are limited to the square footage of the garage over which they are built.
5. Accessory structures, including Detached Accessory Dwelling Units other than Carriage Houses, are limited to one (1) story and an overall height of fifteen feet (15'). Carriage Houses are limited to one (1) story above the garage (two stories total) and an overall height of twenty five feet (25').

Any accessory building placed over a utility easement shall require written approval from the joint utility committee.

Guideline H: *Zero Lot Single-Family Detached Homes (this section is not applicable to duplexes sharing a party wall at the zero lot line)*.

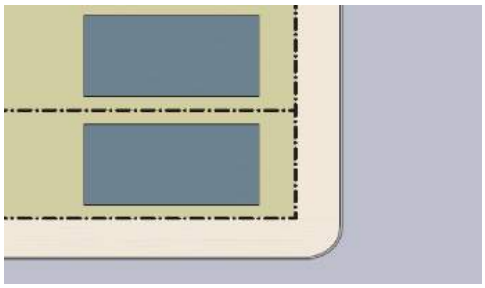
1. Subject to all applicable building code regulations, a single-family home may be placed on one (1) interior side property line (a zero setback). The minimum setback from the other side property line shall be ten feet (10').
2. The plat shall clearly depict and describe the zero lot lines and related easements.

A perpetual maintenance, eave overhang, and drainage easement at least eight feet (8') wide shall be provided on the lot adjacent to the zero lot-line property line. The easement shall be shown on the plat and recorded on the properties. The residential wall abutting the zero lot-line shall be maintained in its original color and treatment unless the adjacent property owner expressly consents otherwise. Eaves, but no other part of any structure, may protrude across a zero lot-line, and such eave protrusion shall not exceed eighteen inches (18"). Notwithstanding the required drainage easement, rain gutters must direct runoff from the dwelling away from the adjacent lot.

Guideline I: Landscape Standards. All landscaping must comply with St. George City Code Title 10 Chapter 25, unless otherwise approved.

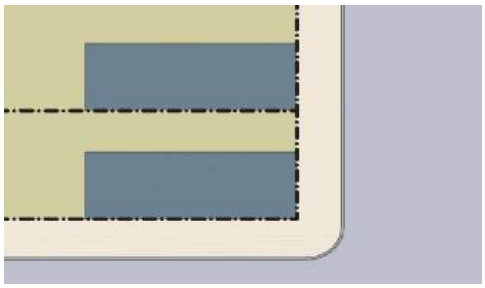
2.4 Yard Dispositions.

Edge Yard.



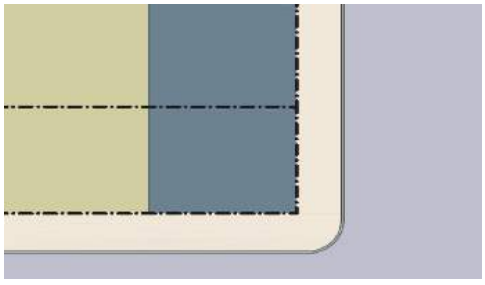
Specific housing types: single-family house, cottage.
Description: building occupies the interior of its lot with setbacks on all sides. This is the least urban yard type as the front yard sets it back from the frontage, while the side yards weaken the spatial definition of the public thoroughfare space. The front yard is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by walls/fences and/or a garage/outbuilding.

Side Yard.



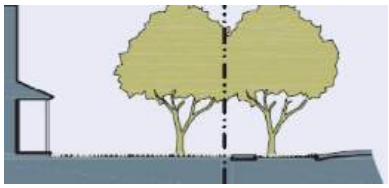
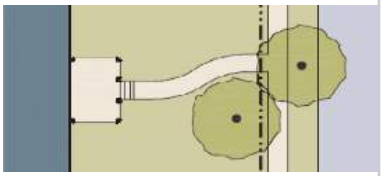
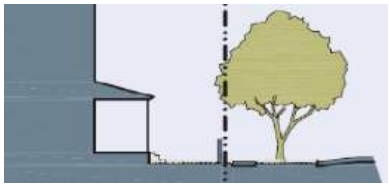
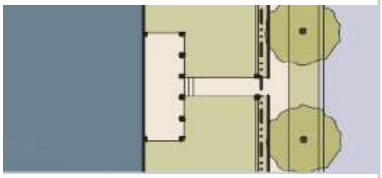
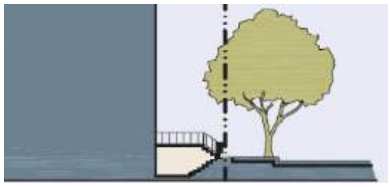
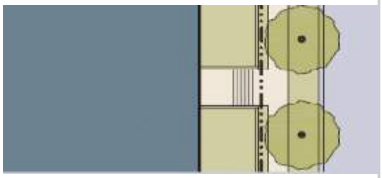
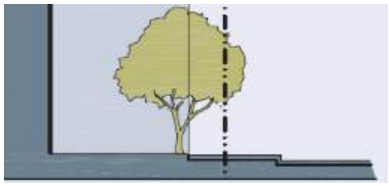
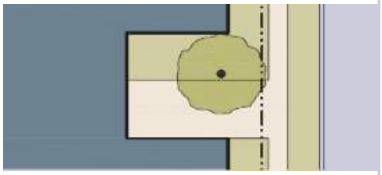
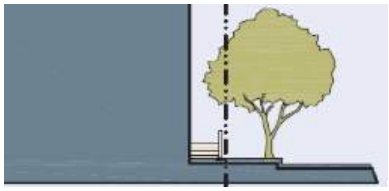
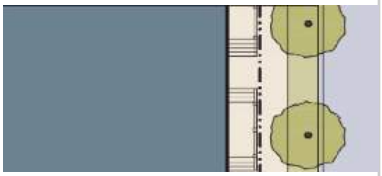
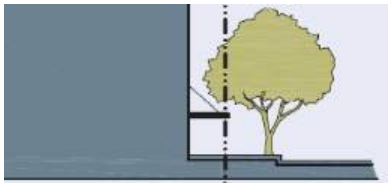
Specific housing types: cottage, zero-lot-line house (including Charleston-style single-house), duplex, twin.
Description: Building occupies one side of the lot with the setback to the other side. A zero or shallow front setback defines a more urban condition. If the adjacent building is similarly placed, with a blank side wall, the side yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze. A side yard house may abut a neighboring side yard house to create a duplex or twin house. Energy costs, and sometimes noise, are reduced by sharing a party wall in this disposition.

Rear Yard.



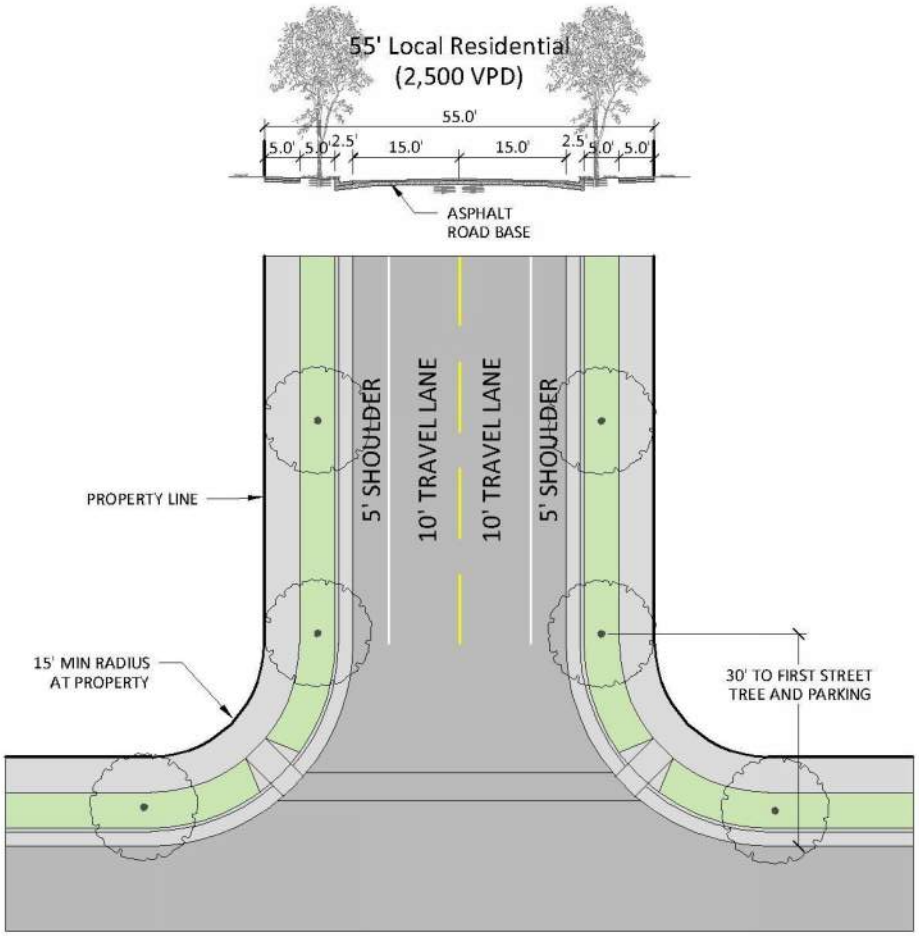
Specific building types: townhouse, rowhouse, live-work unit, flats (apartment or condo), mixed use block, perimeter block.
Description: Building occupies the full frontage, leaving the rear of the lot as the sole yard. This is a more urban type as the continuous façade steadily defines the public thoroughfare. Rear building elevations may be articulated for functional purposes. In its residential form, this type is the rowhouse. In a commercial context, the rear yard can accommodate substantial parking.

2.5 Private Frontages.

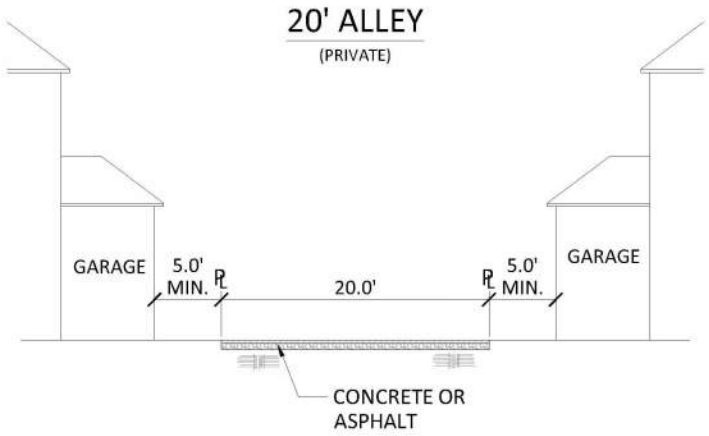
		SECTION		PLAN	
		LOT ► PRIVATE FRONTAGE	◄ R.O.W. ◄ PUBLIC FRONTAGE	LOT ► PRIVATE FRONTAGE	◄ R.O.W. ◄ PUBLIC FRONTAGE
A.	**Common Yard.** A planted frontage wherein the façade is set back from the frontage line. The setback will be shallower in a traditional neighborhood than in typical suburban contexts.				
B.	**Porch Yard**. A planted frontage wherein the façade is set back from the frontage line with an elevated porch permitted. A low fence may be placed at the frontage line for public-private spatial definition.				
C.	**Terrace or Lightwell**. A frontage wherein the façade is set back back from the frontage line by an elevated terrace or sunken lightwell. This frontage type provides privacy from the public sidewalk despite negligible setback. Terraces are also suitable for outdoor cafe use.				
D.	**Forecourt**. A frontage wherein part of the façade is close to the frontage line and the central portion is set back.				
E.	**Stoop**. A frontage wherein the façade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to ensure privacy for residents. The entrance is usually an exterior stair and landing.				
F.	**Shopfront**. A frontage wherein the façade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use with substantial glazing at sidewalk level. An awning may overhang the sidewalk.				

2.6 Street Designs

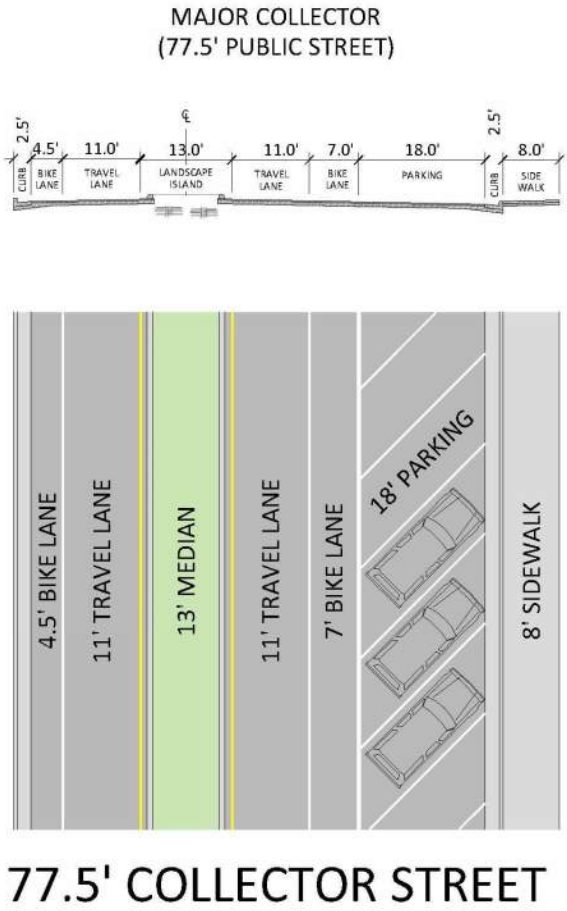
Typical Residential Cross-Sections.



55' LOCAL RESIDENTIAL STREET



Collector Street Cross-Section (Movie Rock Drive).



2.7 Parking Standards.

Discussion. The *Rusty Cliffs South* traditional neighborhood has several unique characteristics worth noting for their effects on car use in general and parking in particular.

1. The compact, highly walkable nature of the neighborhood means that almost no local trips to the neighborhood's civic and commercial center will be made by car.



2. This part of St. George is relatively disconnected from the rest of the city by significant natural features and public land ownership, which will reduce the volume of visitation to the neighborhood from beyond the Ledges-Trails vicinity.

3. Access to substantially all off-street parking will be via alley, which eliminates driveway cuts in front of homes. This improves the pedestrian experience and opens up much more space for curbside parking (there will be around 475 on-street parallel parking spaces within the neighborhood). These on-street spaces will provide a plentiful, convenient buffer for any parking overflow from off-street spaces. Indeed, though we have programmed ample off-street parking, cars parked curbside will be welcomed as a traffic calming element and barrier between sidewalk and street.

4. The diagonal parking programmed along the Movie Rock Dr. frontage will provide particularly convenient parking for guests visiting the triplexes.

Standard A: Placement. On-street parking is expressly permitted, including diagonal parking on Movie Rock Drive (*see 77.5' Collector Street Cross-Section above*). Parking lots are not a permitted frontage, except that commercial, multifamily or mixed use buildings occupying a corner lot may have a parking lot fronting one side of the lot with a berm or screen wall and 10' sidewalk setback. Parking standards found in Title 10 Chapter 19 apply unless modified herein.

Standard B: Access. Off-street parking shall be accessed by lane, alley, or driveway. Lane or alley access to off-street parking will predominate. If covered parking is provided within a garage, tandem parking is permitted so long as the garage and tandem parking spaces are associated with the same unit.



Standard C: Alley garages and uncovered parking spaces. Garages accessed from an alley must be set back a minimum of five feet (5') from the edge of the alley. Uncovered parking spaces in parking lots or driveways must be a minimum of nine by eighteen feet (9'X18') in order to count toward the satisfaction of off-street parking requirements.

Standard D: Front- or side-loading garages. No front- or side-loading garages are programmed.

Standard E: Minimum required spaces.

1. Single Family Residential. 2 spaces per home, at least one of which must be covered.
2. Multifamily Residential.
    a. Studio or 1 bedroom: 1 space. 2 bedrooms: 1.5 spaces. 3+ bedrooms: 2 spaces.
    b. Guest Parking. Parking for the triplexes along Movie Rock Dr. shall incorporate at least one guest parking space per five (5) dwelling units. The diagonal on-street parking located along the Movie Rock Drive frontage may be counted toward the satisfaction of this requirement.
    c. Short Term Rental (STR). STRs are not a permitted use in the *Rusty Cliffs South* neighborhood.

3. PROJECT-WIDE SIGNAGE, LIGHTING, & LANDSCAPING

Specific plans shall be provided for any signage, lighting or landscaping elements that deviate from typical City specifications. (*See* code sections for signage, lighting, and landscaping.)

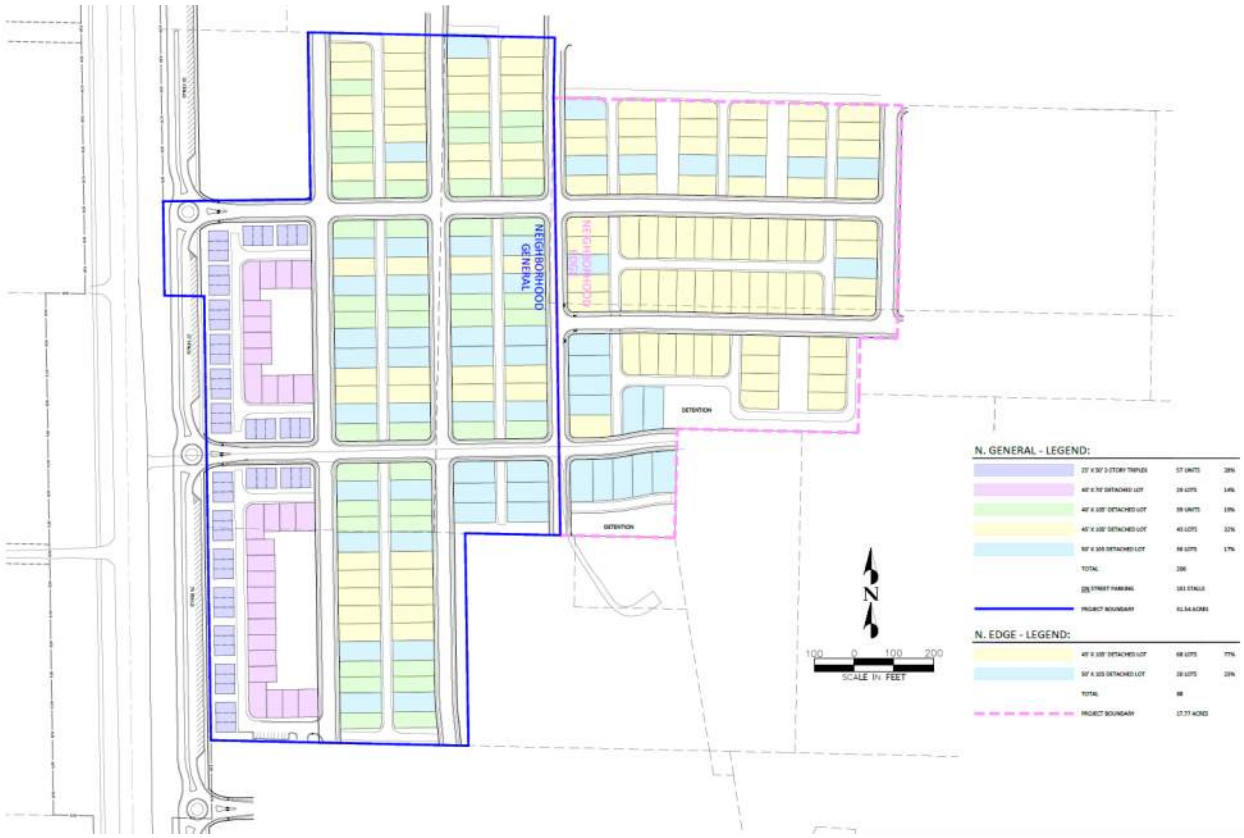
Project lighting will balance safety with the preservation of the night sky. Outdoor lighting associated with individual homes will comply with City standards and may be further regulated by the homeowners' association.



Landscaping will be sensitive to native desert ecology through plant choice and irrigation design. We anticipate that *Rusty Cliffs South* will be one of the first St. George neighborhoods to implement the Ultra Water Efficient standards of the Washington County Water Conservancy District. See Exhibit 4.7 for the proposed landscaping and street tree plan.

4. SUMMARY MAPS & EXHIBITS

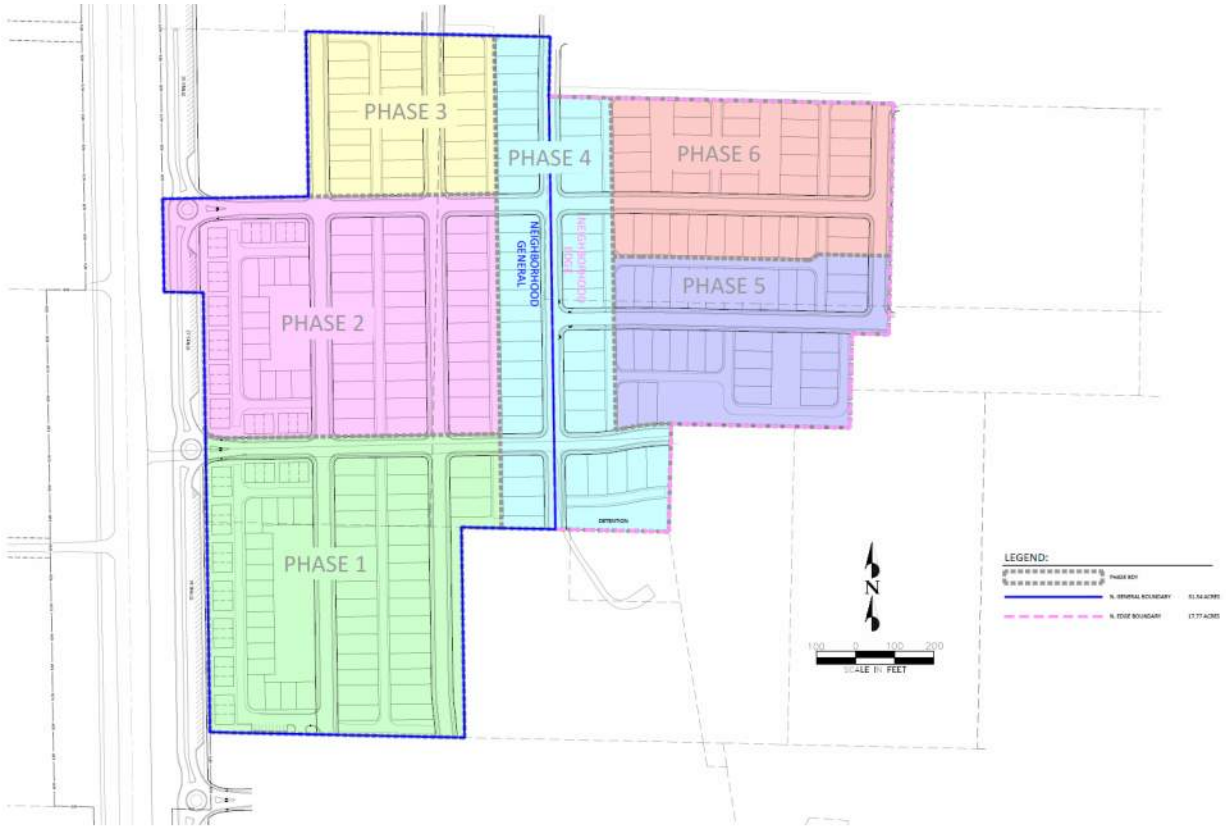
4.1 Land Use Plan



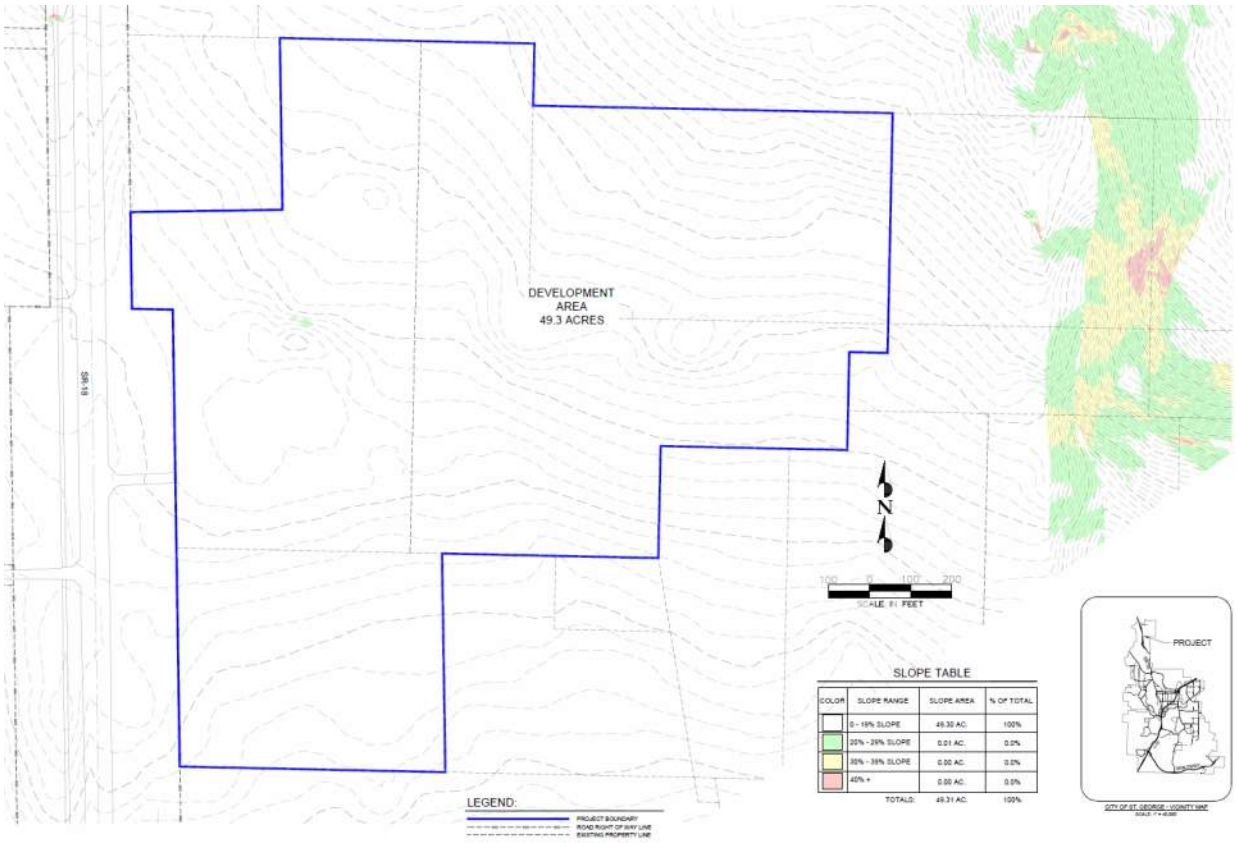
4.2 Civic Space Plan



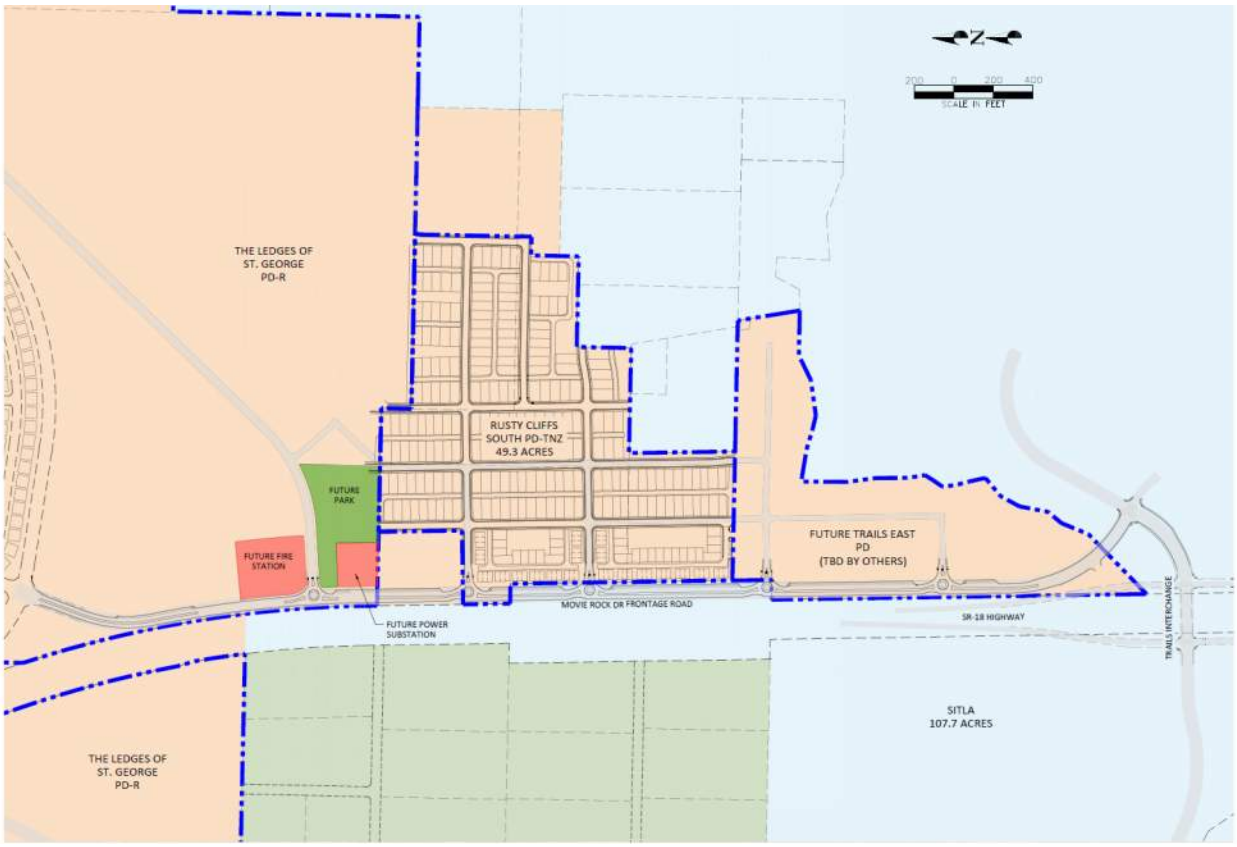
4.3 Phasing Plan



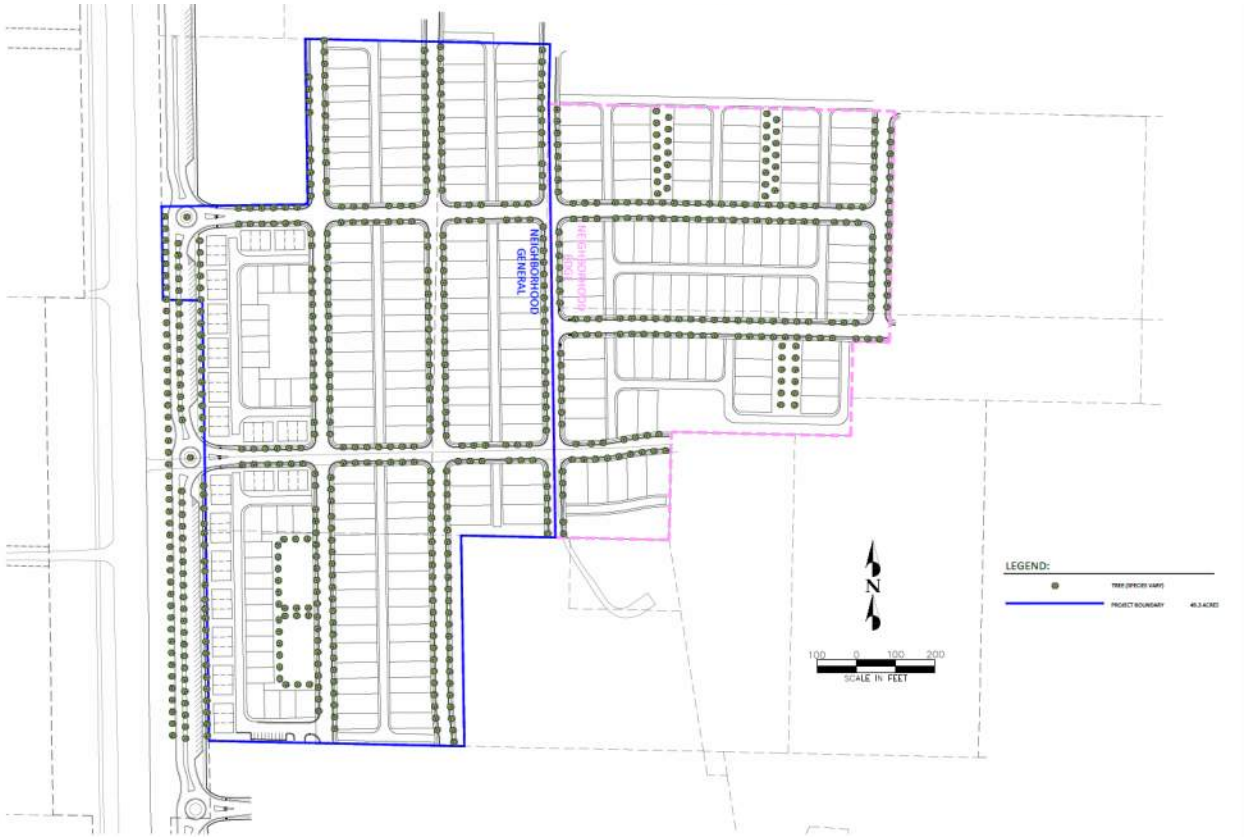
4.4 Slope Table & Map



4.5 Project Context Map



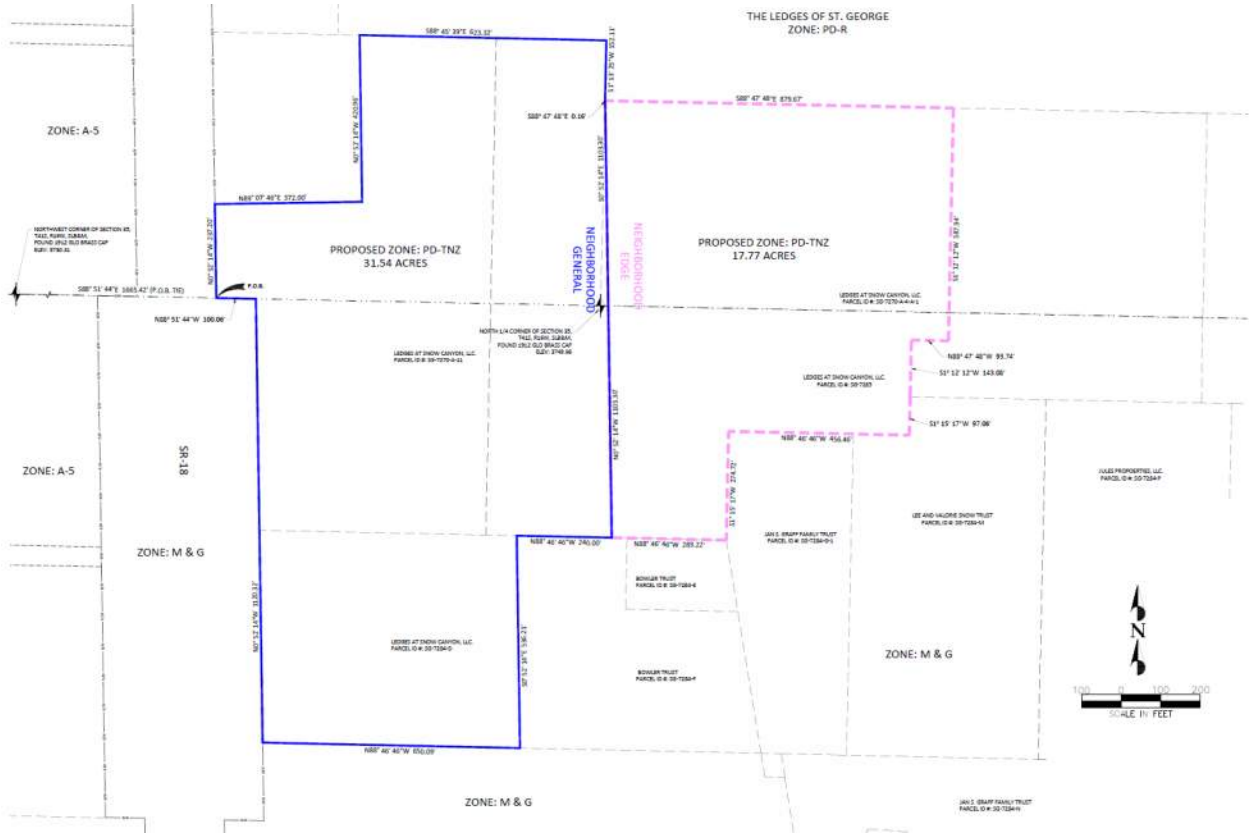
4.6 Landscape Tree Planting Plan



4.7 Typical Landscape Planting Plan



4.8 Zone Change Boundary Map



4.9 Sample of Lot Dimensions

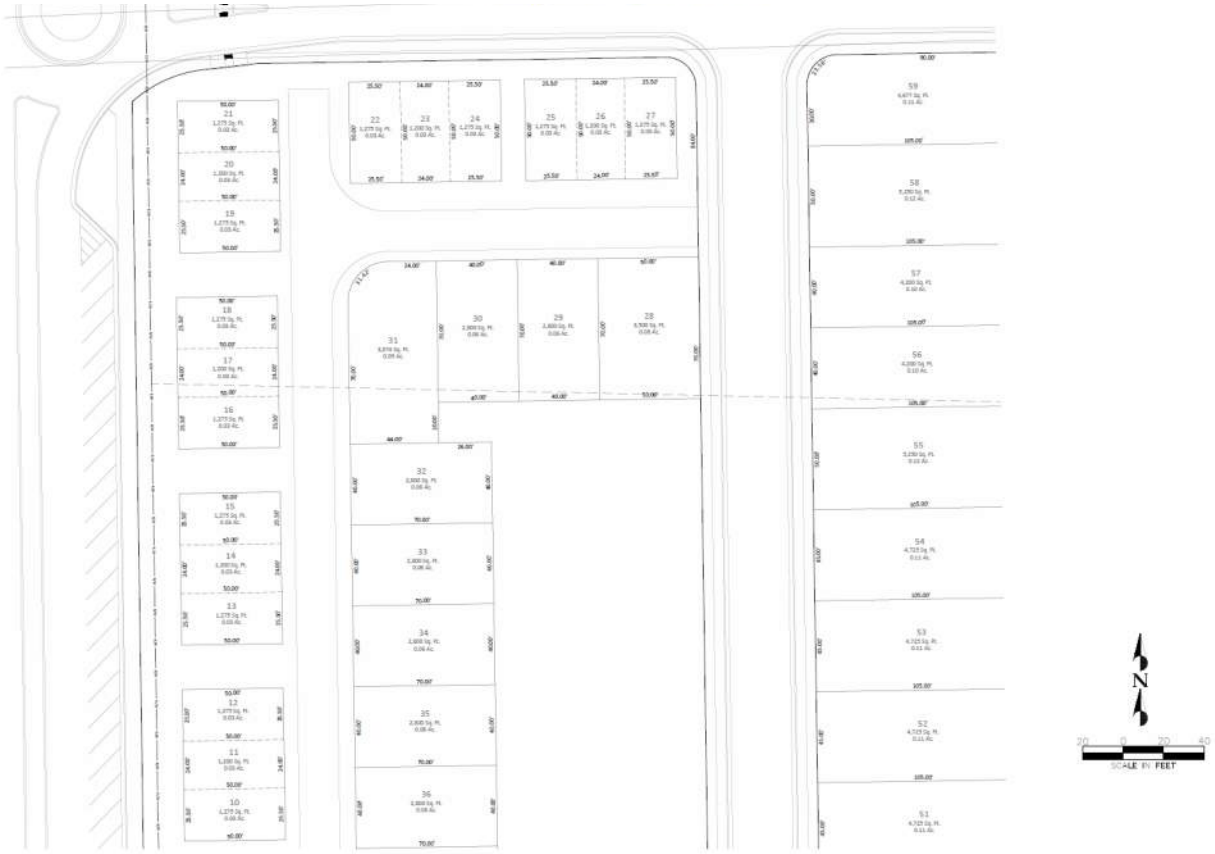


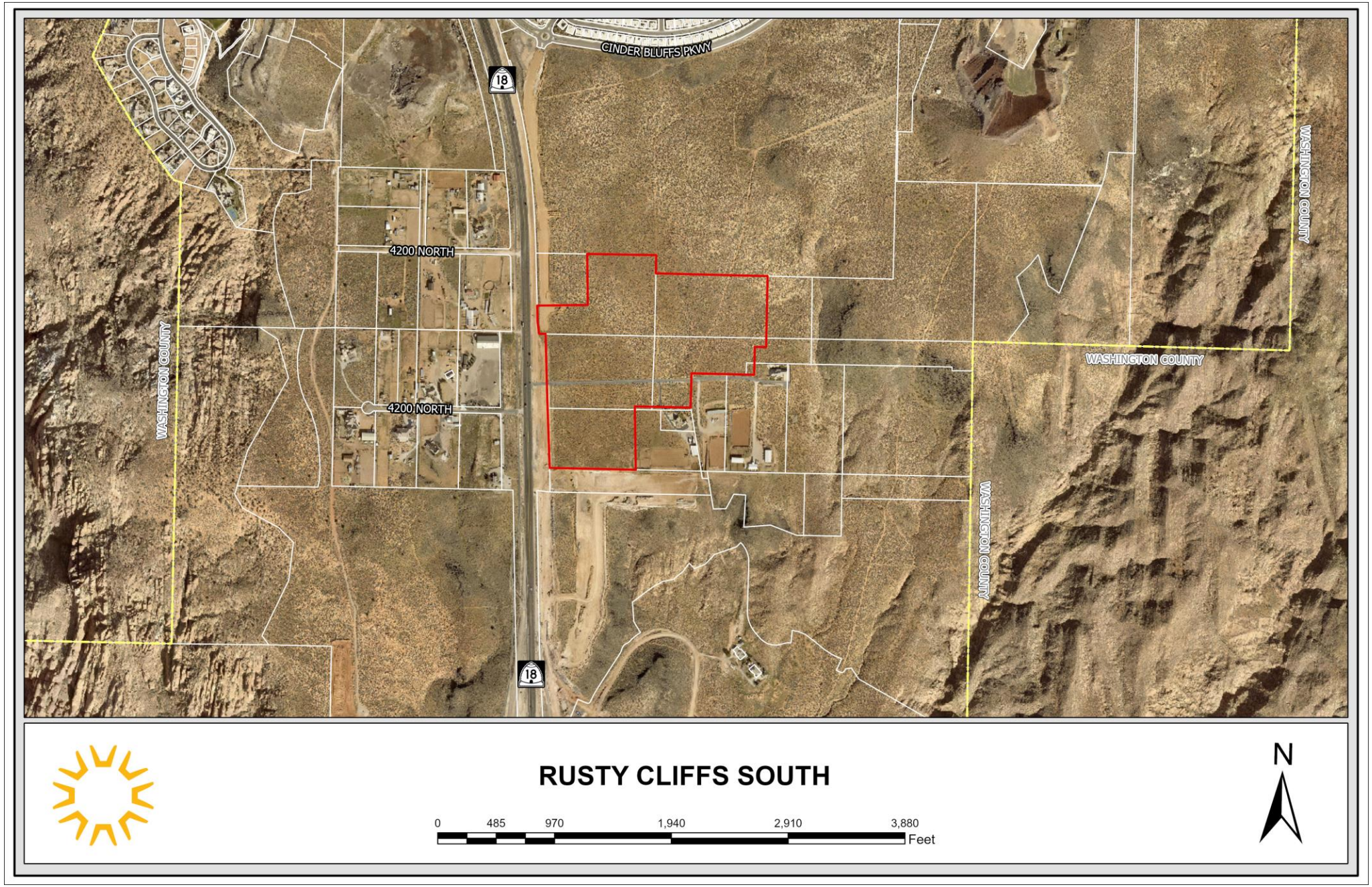
Exhibit B
PowerPoint Presentation

Rusty Cliffs South PD Amendment

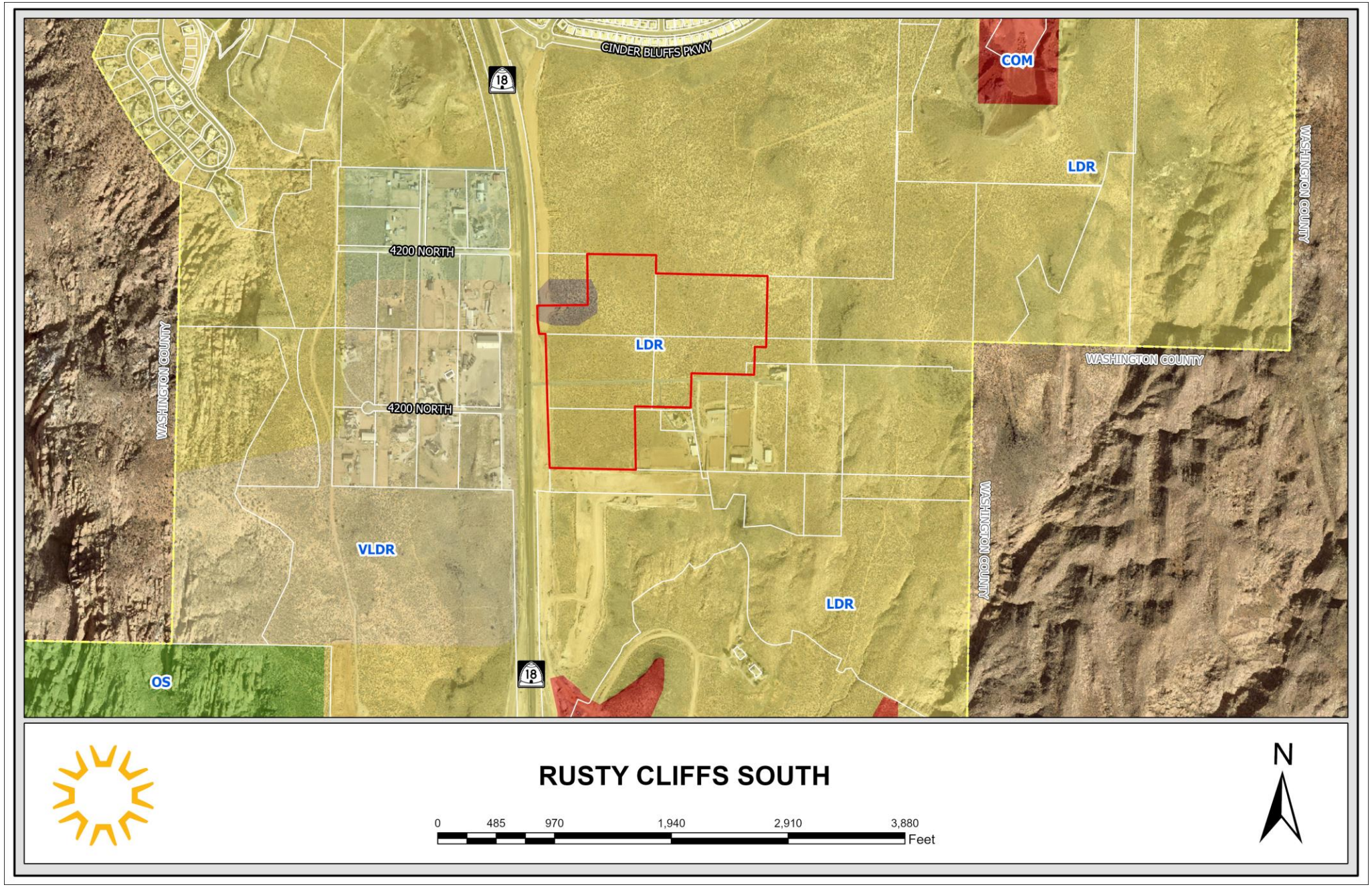


2026-PDA-020

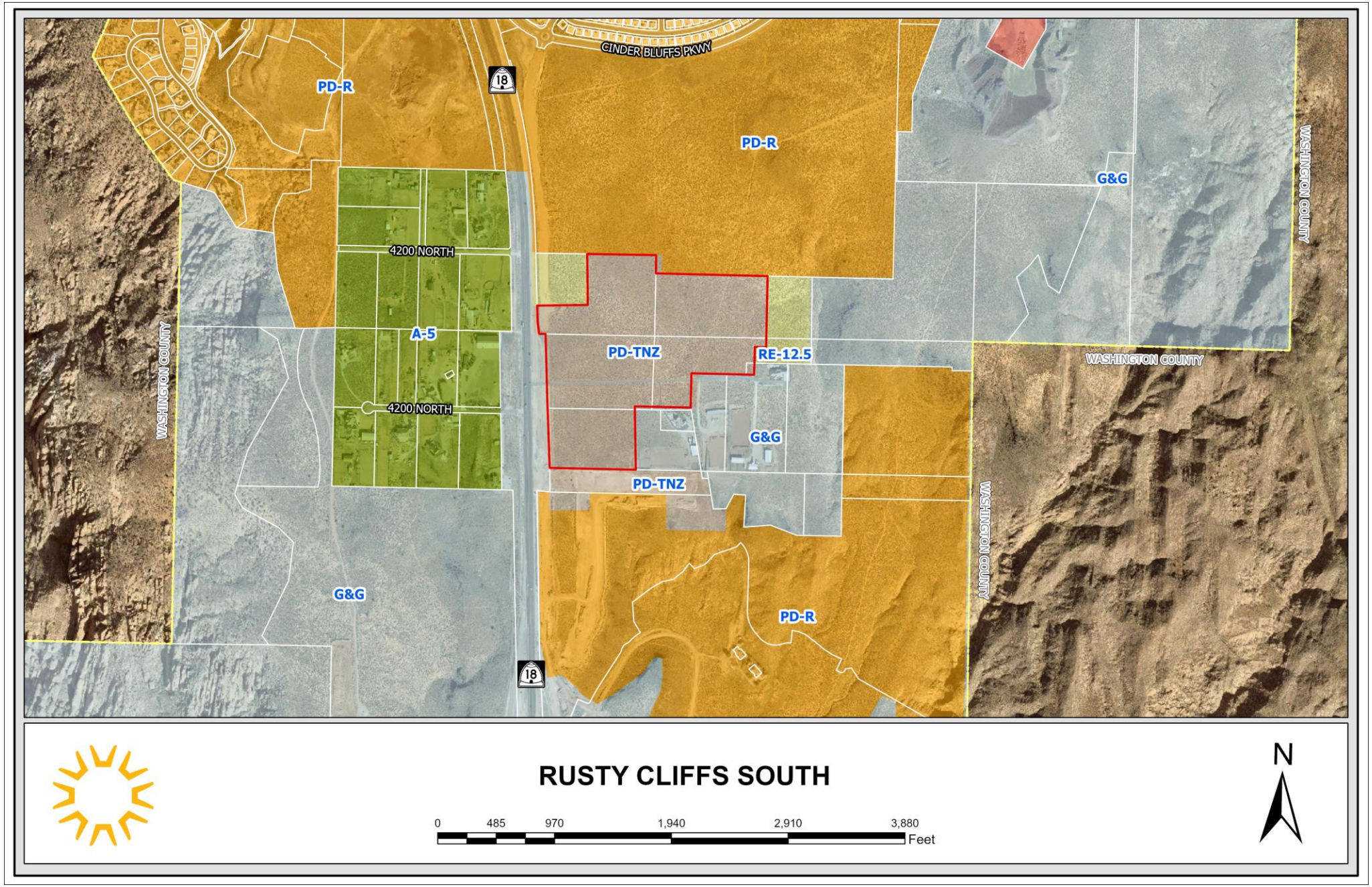
AERIAL MAP


CINDER BLUFFS PKWY
18
4200 NORTH
4200 NORTH
WASHINGTON COUNTY
WASHINGTON COUNTY
WASHINGTON COUNTY
WASHINGTON COUNTY
18
RUSTY CLIFFS SOUTH
0
485
970
1,940
2,910
3,880
Feet
N

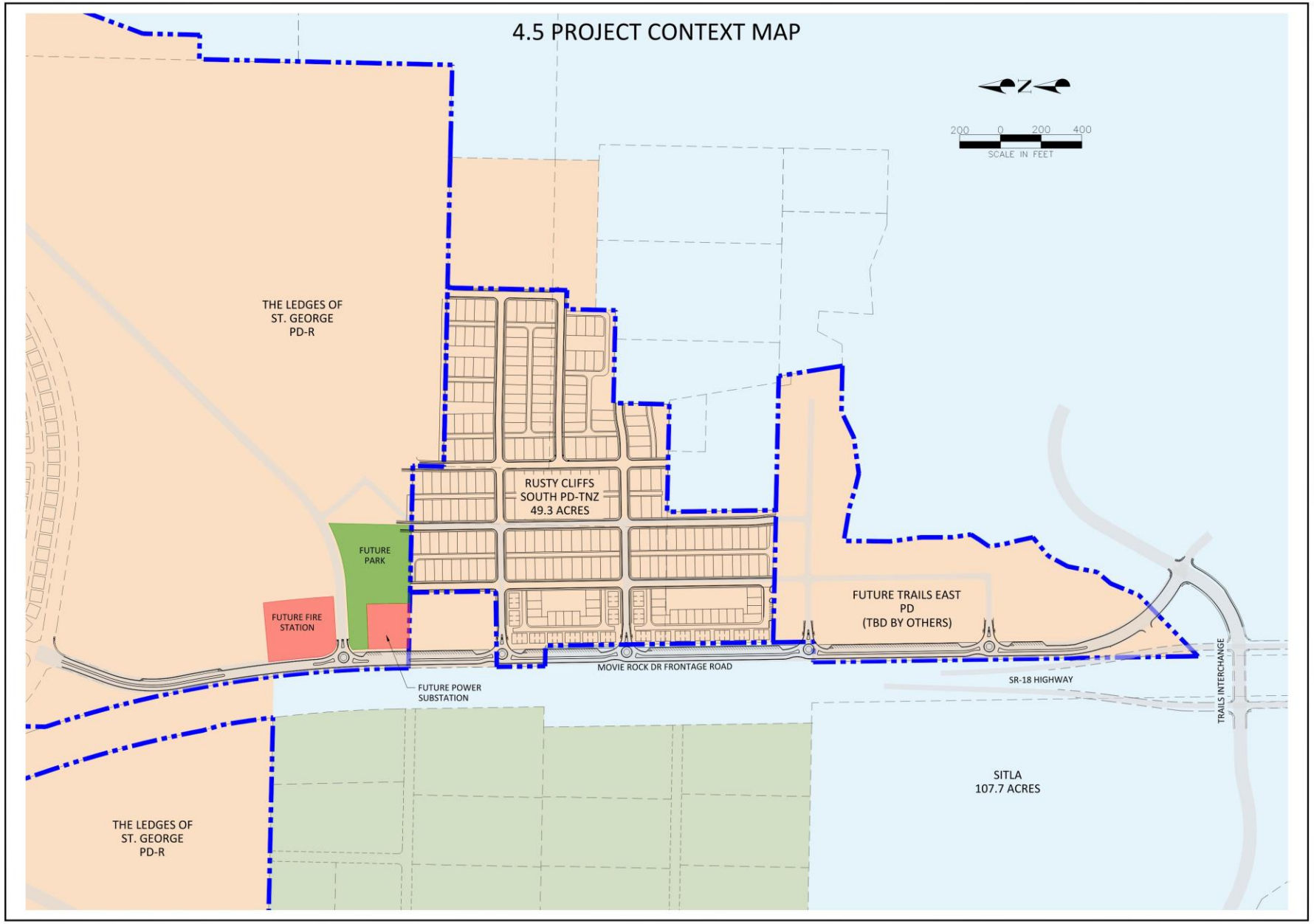
LAND USE MAP


CINDER BLUFFS PKWY
18
COM
LDR
WASHINGTON COUNTY
4200 NORTH
LDR
WASHINGTON COUNTY
4200 NORTH
WASHINGTON COUNTY
VLDR
LDR
OS
18
RUSTY CLIFFS SOUTH
0
485
970
1,940
2,910
3,880
Feet
N

ZONING MAP


CINDER BLUFFS PKWY
PD-R
PD-R
G&G
WASHINGTON COUNTY
4200 NORTH
A-5
PD-TNZ
RE-12.5
WASHINGTON COUNTY
4200 NORTH
G&G
PD-TNZ
WASHINGTON COUNTY
G&G
PD-R
RUSTY CLIFFS SOUTH
0
485
970
1,940
2,910
3,880
Feet
N

CONTEXT MAP



NO. | DESCRIPTION | DATE | APP'D

PROJECT NAME: RUSTY CLIFFS SOUTH
LOCATED IN ST GEORGE, UTAH
SHEET NAME: CONTEXT MAP

DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2121

DG

DATE :	AUGUST 2026
PM :	SY
DRAWN BY :	LB
DESIGNED BY :	
CHECKED BY :	
PROJECT NO. :	25-005
SCALE :	1" = 200'

SHEET NUMBER :

EX-1

1 OF 1 TOTAL

APPROVED LAND USE PLAN



PROJECT NAME: RUSTY CLIFFS SOUTH
LOCATED IN ST. GEORGE, UTAH
SHEET NAME: LAND USE PLAN

DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH SUITE 2
St. George, UT 84770
Office (435) 628-2121

DATE : SEPTEMBER 2025
PM : LB
DRAWN BY : LB
DESIGNED BY : LB
CHECKED BY : JRT
PROJECT NO. :
SCALE : 1" = 100'
SHEET NUMBER :

LUP-1

1 OF 1 TOTAL

PROPOSED LAND USE PLAN



NO. | DESCRIPTION | DATE | APP'D

PROJECT NAME: RUSTY CLIFFS SOUTH
LOCATED IN ST. GEORGE, UTAH
SHEET NAME: LAND USE PLAN

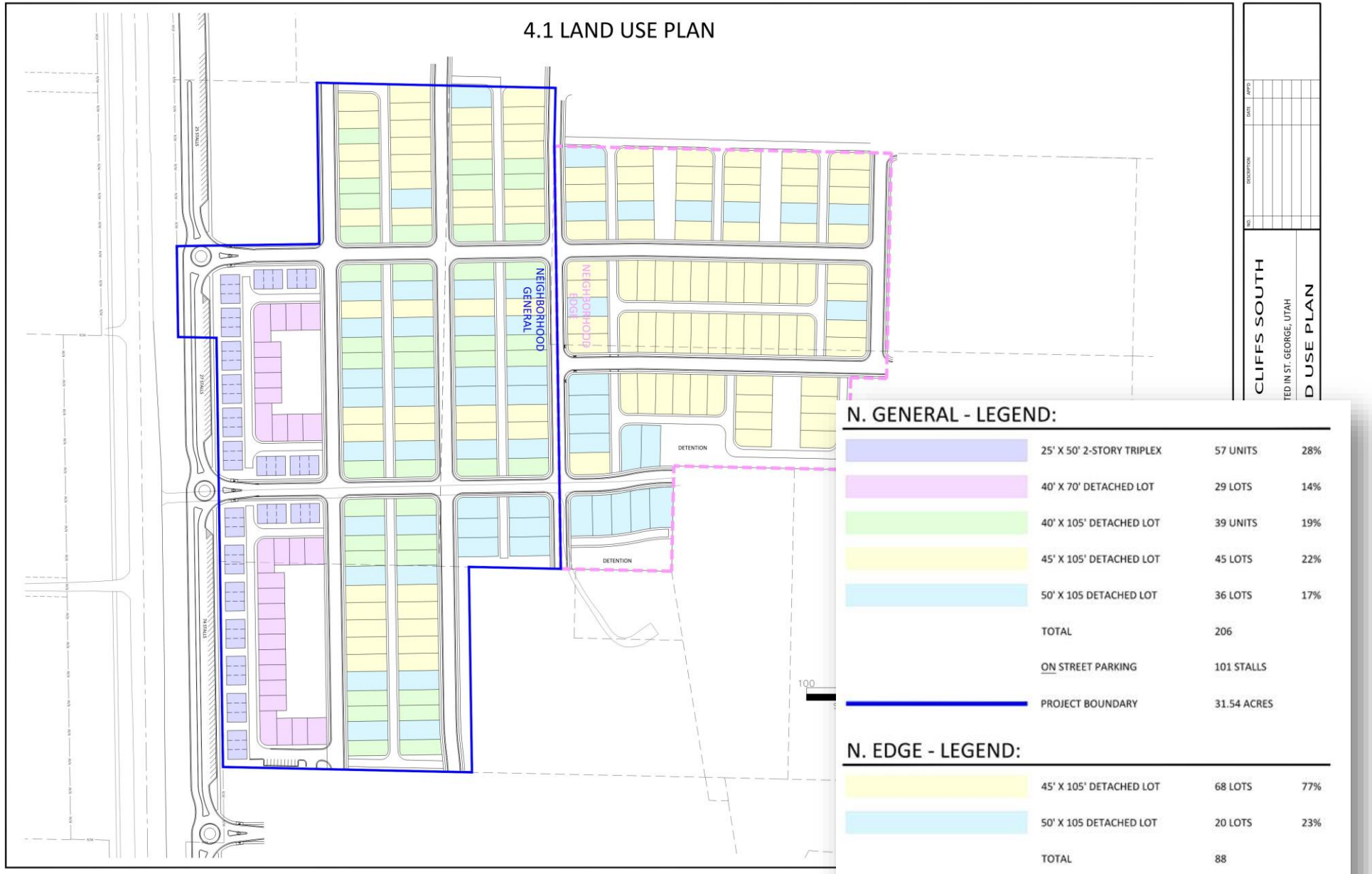
DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH SUITE 2
St. George, UT 84770
Office (435) 628-2121

DG

DATE :	AUGUST 2026
PM :	LB
DRAWN BY :	LB
DESIGNED BY :	LB
CHECKED BY :	JRT
PROJECT NO. :	
SCALE :	1" = 100'
SHEET NUMBER :	LUP-1

1 OF 1 TOTAL

PROPOSED LAND USE PLAN



PROPOSED CHANGES

	Approved Plan	Revised Plan	Difference
Number of Units	380	294	-86
Density	7.7 UPA	5.96 UPA	-1.74 UPA
Stacked multi-family Units	72	0	-72
Townhome Units	24	57	+33
Duplex Units	32	0	-32
Single-family Units	204	237	+33
Live/Work	16	0	-16
2 Story attached	32	0	-32
Commercial	40,000 ft²	0 ft²	-40,000 ft²

CIVIC SPACE



NO. | DESCRIPTION | DATE | APP'D

PROJECT NAME: RUSTY CLIFFS SOUTH
LOCATED IN ST. GEORGE, UTAH
SHEET NAME: CIVIC SPACE PLAN

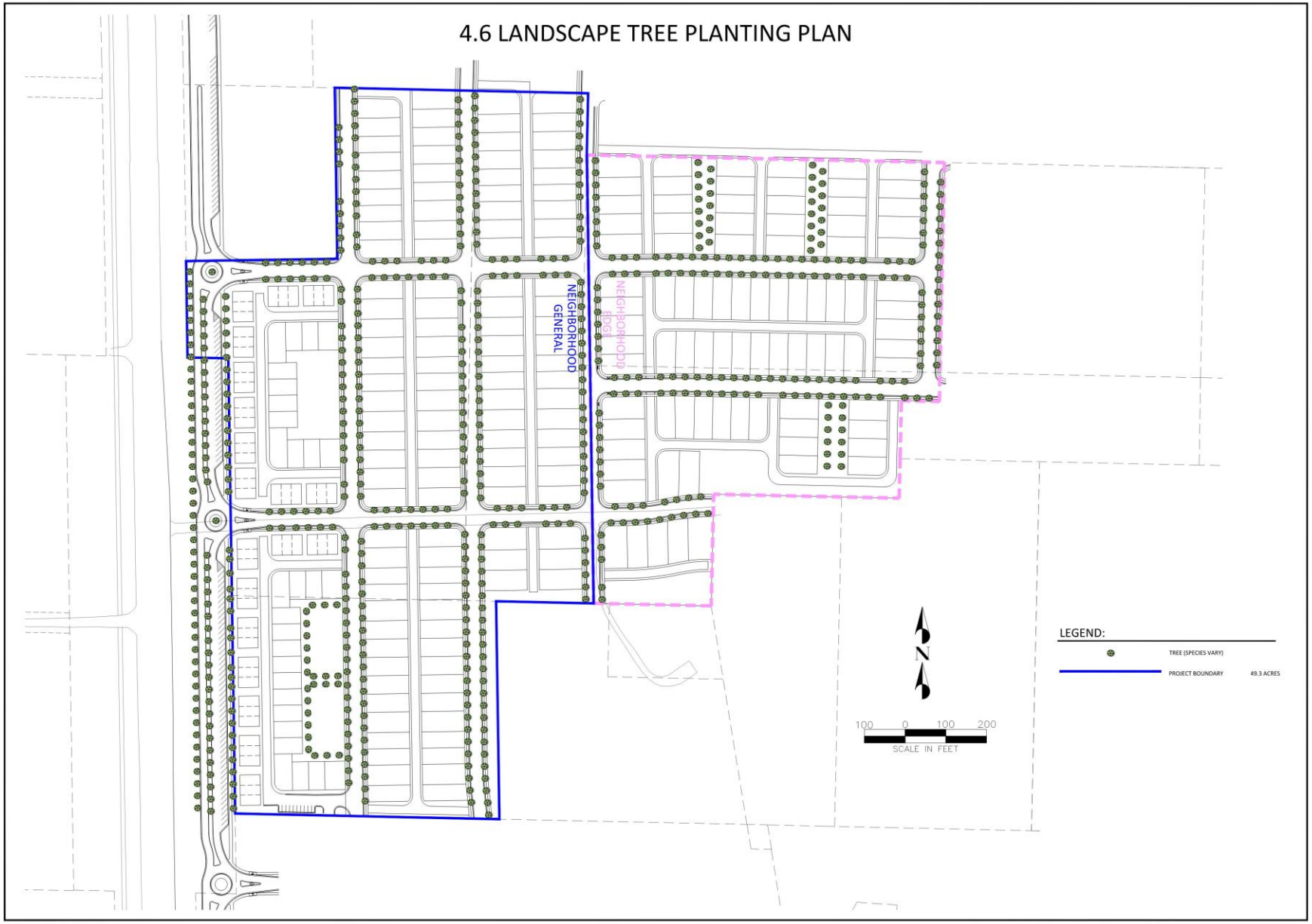
DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 EAST 200 NORTH SUITE 2
St. George, UT 84770
Office (435) 628-2121

DATE : AUGUST 2026
PM : LB
DRAWN BY : LB
DESIGNED BY : LB
CHECKED BY : JRT
PROJECT NO. :
SCALE : 1" = 100'
SHEET NUMBER :

CSP-1
1 OF 1 TOTAL

TREE PLANTING





NO. | DESCRIPTION | DATE | APP'D

PROJECT NAME: RUSTY CLIFFS SOUTH
LOCATED IN ST. GEORGE, UTAH

SHEET NAME: LANDSCAPE TREE PLAN

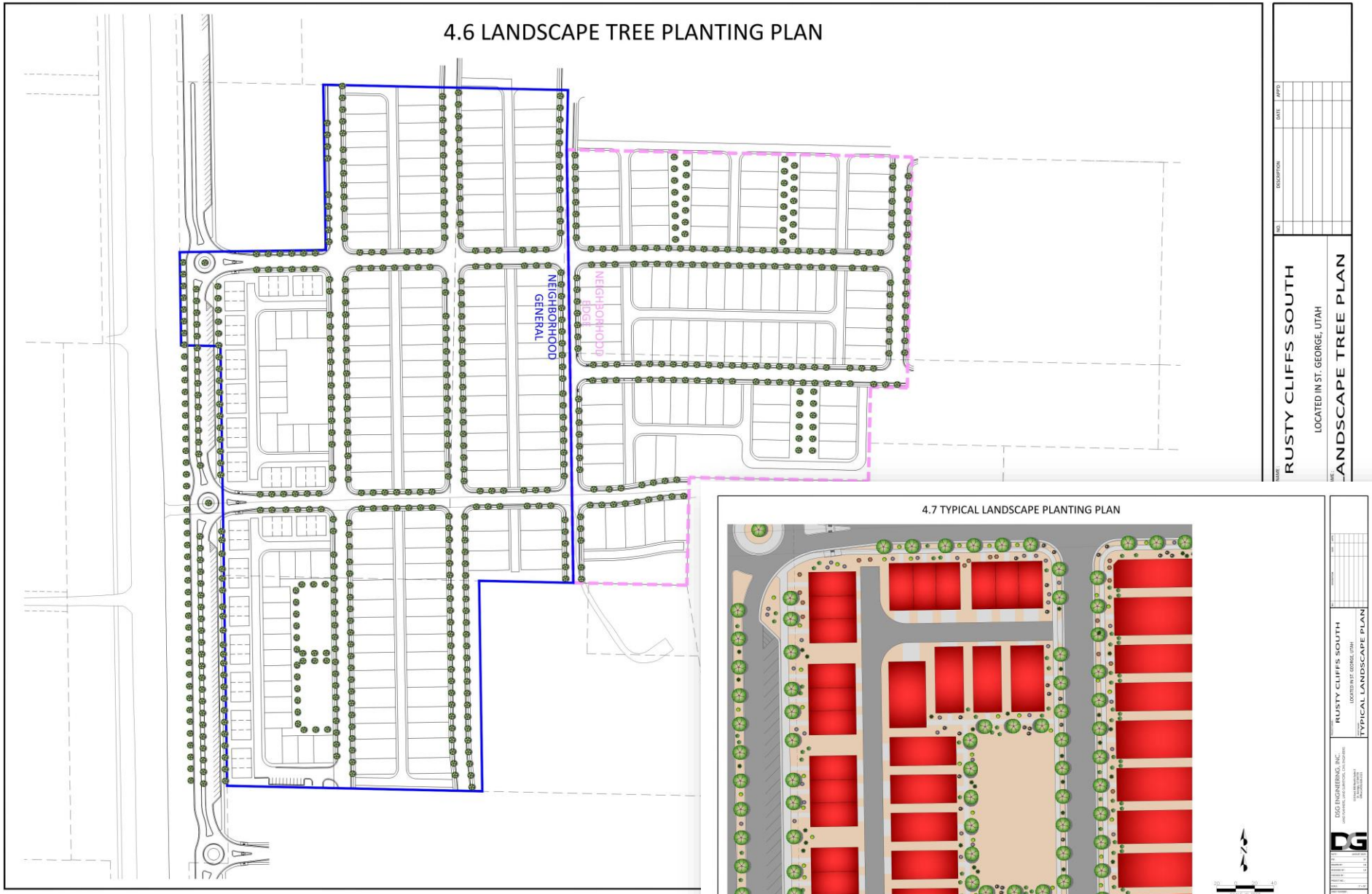
DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite 2
St. George, UT 84770
Office (435) 628-3121

DATE :	AUGUST 2025
PM :	SY
DRAWN BY :	LB
DESIGNED BY :	LB
CHECKED BY :	
PROJECT NO. :	
SCALE :	1" = 100'
SHEET NUMBER :	LTP-1

1 OF 1 TOTAL

TREE PLANTING





SETBACKS

Setbacks, Widths and Typical Size for "Rusty Cliffs South" Residential Lots				
Standard	**Townhome (Triplex)**	**Detached-Common Green**	**Detached-Narrow**	**Detached-Wide**
Front Setbacks	10' Min or M.U.E Width	10' Min from Street 0' Min from Green	10' Min / 15' Max	10' Min / 15' Max
Alley Setbacks	5' Minimum	5' Minimum	5' Minimum	5' Minimum
Side Setbacks / Building Separation	6' / 12' Minimum	5' / 10' Minimum*	5' / 10' Minimum*	5' / 10' Minimum*
Minimum Pad/Lot Width	24'	40'	40'	50'
Typical Pad/Lot Size	1,200 sq ft	2,800 sq ft	4,200 sq ft	5,250 sq ft

** 10-Foot Building Separation for Zero-lot Homes*

ARCHITECTURAL EXAMPLES (SF)





ARCHITECTURAL EXAMPLES

SF ATTACHED
(TOWNHOMES)



RECOMMENDATION

Planning Commission recommends, with a 5-0 vote, approval of the Planned Development Amendment application for Rusty Cliffs as presented with the following conditions:

1. **That a preliminary plat is submitted for review and approval by the Planning Commission.**
2. **That a site plan that meets the requirements of city code and TNZ development standards is applied for and approved prior to construction.**
3. **That parking standards as found in the PD-TNZ and/or 10-19 are adhered to.**
4. **If the tri-plex units are substantially similar to the depictions attached to this report in the narrative, they will not require a future PD amendment.**

MOTION

“I move that we approve the Rusty Cliffs PD Amendment as presented, Case No. 2026-PDA-020, based on the findings and subject to the conditions listed in the staff report (and as modified by the following…).”

ORDINANCE NO._____

AN ORDINANCE AMENDING THE RUSTY CLIFFS PD-TNZ (PLANNED DEVELOPMENT TRADITIONAL NEIGHBORHOOD ZONE) ON APPROXIMATELY 49.3 ACRES GENERALLY LOCATED ON THE EAST SIDE OF HIGHWAY 18 BETWEEN 4100 NORTH AND 4400 NORTH TO BE KNOWN AS RUSTY CLIFFS SOUTH TO REDUCE THE NUMBER OF UNITS, REMOVE THE COMMERCIAL AND LIVE/WORK UNITS AND THE STACKED MULTI-FAMILY UNITS. CASE NO. 2026-PDA-020

(Rusty Cliffs PD Amendment)

WHEREAS, the property owner has requested an amendment to the Rusty Cliffs PD-TNZ (Planned Development Traditional Neighborhood Zone) located on the east side of Highway 18 between 4100 North and 4400 North for the purpose of reducing the number of units, removing the commercial and live/work units and the stacked multi-family units; and

WHEREAS, the Planning Commission held a public hearing on the request on September 22, 2026, and recommended approval with a 5-0 vote with the following conditions:

1. That a preliminary plat is submitted for review and approval by the Planning Commission.
2. That a site plan that meets the requirements of city code and TNZ development standards is applied for and approved prior to construction.
3. That parking standards as found in the PD-TNZ and/or 10-19 are adhered to.
4. If the tri-plex units are substantially similar to the depictions attached to this report in the narrative, they will not require a future PD amendment.

WHEREAS, the City Council held a public meeting on this request on October 22, 2026; and

WHEREAS, the City Council has determined that the requested amendment to the Rusty Cliffs PD-TNZ 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.

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 approved planned development within the PD-TNZ zone for the property described in Exhibit ‘A’ shall be amended upon the effective date of this ordinance to reflect the approval of Rusty Cliffs in Exhibit ‘B’. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit ‘A’.

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

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat, site plan or construction drawings. In the event a final plat, site plan or construction drawings is not approved within one year of the adoption of this ordinance, this ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 22nd day of October 2026.

ST. GEORGE CITY:

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” - Legal Description

RUSTY CLIFFS SOUTH PD AMENDMENT BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HIGHWAY SR-18, SAID POINT BEING SOUTH 88°51’44” EAST ALONG THE SECTION LINE, A DISTANCE OF 1665.42 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°52’14" WEST ALONG SAID HIGHWAY RIGHT-OF-WAY LINE, A DISTANCE OF 237.203 FEET; THENCE NORTH 89°07’46" EAST 372.000 FEET; THENCE NORTH 00°52’14" WEST 420.962 FEET; THENCE SOUTH 88°45’39" EAST 623.316 FEET TO THE QUARTER SECTION LINE OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°13’25" WEST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 152.110 FEET; THENCE SOUTH 88°47’48" EAST 879.837 FEET; THENCE SOUTH 01°12’12" WEST 587.941 FEET; THENCE NORTH 88°47’48" WEST 93.736 FEET; THENCE SOUTH 01°12’12" WEST 143.077 FEET; TO THE NORTHERLY BOUNDARY OF THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 00936534 IN BOOK 1729 AT PAGE 1788 IN THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID WARRANTY DEED THE FOLLOWING (3) THREE COURSES: (1) SOUTH 01°15’17" WEST 97.060 FEET; (2) NORTH 88°46’46" WEST 456.460 FEET; AND (3) SOUTH 01°15’17" WEST 274.725 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 00684314 IN BOOK 1367 AT PAGE 2609 IN THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE NORTH 88°46’46" WEST ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 529.220 FEET TO THE EASTERLY BOUNDARY OF THAT CERTAIN WARRANTY DEED RECORDED AS DOC. NO. 20210010234 IN THE WASHINGTON COUNTY RECORDER’S OFFICE; THENCE ALONG SAID BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) SOUTH 00°52’14” EAST 536.207 FEET AND (2) NORTH 88°46’46" WEST 650.088 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY SR-18; THENCE NORTH 00°52’14" WEST ALONG SAID HIGHWAY RIGHT-OF-WAY LINE, A DISTANCE OF 1120.318 FEET TO THE SECTION LINE AND THE CORNER OF SAID HIGHWAY RIGHT-OF-WAY LINE; THENCE NORTH 88°51’44" WEST ALONG SAID SECTION LINE AND HIGHWAY RIGHT-OF-WAY LINE, A DISTANCE OF 100.061 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,147,964 SQ. FT., (49.310 ACRES)

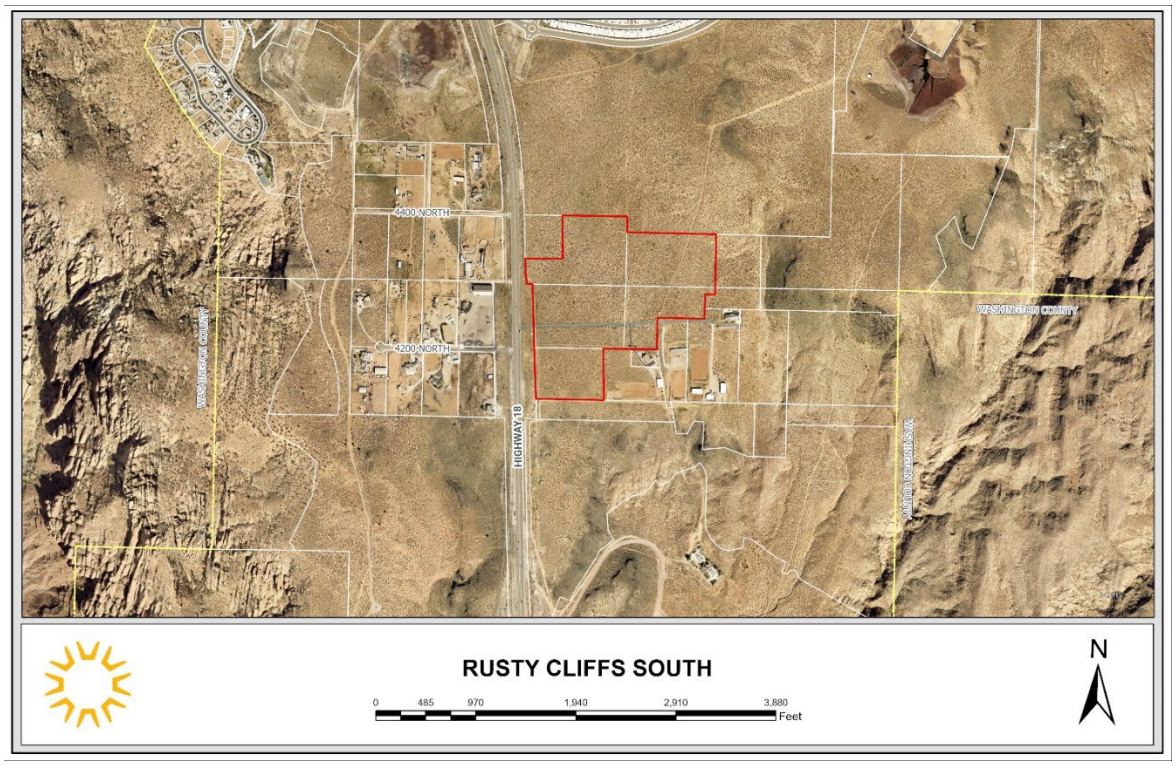


Exhibit “B” – Site Plan Exhibit

