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 1, 2026, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Mayor's recognitions, proclamations, and updates.**

   a. **Welcome the Ibigawa Delegation.**

   b. **Read a Proclamation proclaiming October as Domestic Violence Awareness Month.**

   c. **Read a Proclamation proclaiming October as Cybersecurity Awareness Month.**

   d. **Present JustServe Hero Award.**

   e. **Present Awards for the Dixie Days Dinner on Main Art Contest.**

   f. **Recognize employee Meagan Evans who recently won the Utah Museums Association's 2026 Rising Professional Award.**

2. **Comments from the public.**

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

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

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

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

Rules for making comments:

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

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

3. Consent Calendar.

a. Consider approval to award bid to American Pavement Preservation for the Slurry Seal project.

BACKGROUND and RECOMMENDATION: This item is to consider award of bid for the annual slurry seal project. Slurry seal is a cost effective road maintenance activity that helps protect the deterioration of the city's roadways. This was a formal bid; five (5) bids were received. American Pavement Preservation had the lowest bid. Staff recommends awarding the bid to American Pavement Preservation in the amount of $447,996.72.

b. Consider approval of a contract with Holbrook Asphalt, Inc for HA5 seal coat for various streets within the City of St. George.

BACKGROUND and RECOMMENDATION: This item is for the purchase of HA5 seal coat from Holbrook Asphalt, Inc in the total amount of $394,066.99. The HA5 product is used to put a seal over newer residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. This is a key tool in the city's pavement management program intended to extend the life of the city's roadways, trails, and parking lots. This is a sole source award. It has been used for many years throughout the City for asphalt preservation with excellent results. Staff recommends awarding the bid to Holbrook Asphalt in the amount of $394,066.99.

c. Consider approval to award bid to Mint Construction, LLC for construction of Thunder Junction Park Phase 2.

BACKGROUND and RECOMMENDATION: This item is to award a bid to construct Thunder Junction Park Phase 2 to Mint Construction, LLC in the amount of $3,710,224.61. Thunder Junction Park Phase 2 will include an entrance building, snowy mountain building (train stop, restroom, storage, water feature), shade structures, play equipment, and playground surfacing. Formal bids were requested and the City received three bids. The low bid was received from Mint Construction, LLC in the amount of $3,710,224.31 which includes the Base Bid plus Bid Alternate 1. Thunder Junction Park Phase 2 is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

d. Consider approval of an agreement to purchase a portion of real property (SG-MDE-2-9-A) from Steven & Kali Sorensen.

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 initiated an offer to purchase the property to provide a permanent solution and protect the floodway and sewer easement. The City has a reimbursement agreement with the Washington County Flood Control Authority for reimbursement of this property purchase. The total purchase amount is set at $9,025.

e. Consider approval of Purchase and Sale Agreement with the Church of Jesus Christ of Latter-day Saints to purchase right-of-way for a trail (widened sidewalk) along 3000 East.

BACKGROUND and RECOMMENDATION: The trail along 3000 East is on the St. George Park and Trails Masterplan. There is a gap along the 3000 East trail from 1140 South to 1350 south on the east side of 3000 East. The City has been working on completing this trail over the last few years and this is the final section to complete the trail along 3000 East. The City has negotiated a purchase for an additional 5 feet of ROW to bring the sidewalk to a full 10' width to match the rest of the trail. The negotiated purchase price is $14,770. Staff recommends approval.

f. Consider approval of an agreement with Spackman Enterprises Environmental Construction for the removal of underground piping at Red Rock Diesel Generation Plant.

BACKGROUND and RECOMMENDATION: This item is for the relocation of underground fuel piping at the Red Rock Diesel Generation Plant. Recent changes to state law require the existing underground fuel lines to be relocated above ground. Staff received a quote from Spackman Enterprises Environmental Construction to complete the required work in the amount of $261,160 through State Contract #MA 4744. Staff recommends approval.

g. Consider approval of a Reimbursement Agreement with CRS Holdings, LLC, DSG Holdings, LLC and Desert Canyons Land, LLC for Southern Parkway (SR-7) Exit 5 Interchange.

BACKGROUND and RECOMMENDATION: The developer is constructing a full interchange on the Southern Parkway (SR-7) to be known as Exit 5 in conjunction with the development of his adjacent properties (SG-5-3-33-110, SG-5-3-34-440, SG-5-3-34-441, SG-6745-I-1-A-1 and SG-5-3-33-4201). The interchange includes full ramp access to SR-7, both directions. Improvements include the overpass structure, drainage piping, and a combined detention basin (for the interchange and adjacent development).

h. Consider approval of a UDOT Local Government Federal Aid Agreement with UDOT for Participation and Betterments on the I-15 Milepost 6 to 8 Project.

BACKGROUND and RECOMMENDATION: This agreement is for the participation and betterment costs on the I-15 Widening Project. Included in the I-15 Widening are the two new underpass structures at 400 E and 900 S, which are estimated to cost around $69M. UDOT has asked the City to support the underpasses with a portion of the cost ($5M). The City has procured a sum of federal monies amounting to $3.59M for the project, and with the City's participation of $1.41M, this amount will cover UDOT's request for $5M. Furthermore, with the widening of 700 E structure, portions of the local roadway improvements (curbing, sidewalk, pavement) are needing to be reconstructed. The City is requesting UDOT remove and reconstruction additional improvements so that the local roadway (700 E) under the structure is widened to facilitate the full 5 lanes under the structure. The additional cost to the City is estimated at $202,638. As outlined in the agreement, the City's total participation cost using local funding is $1,612,638. Staff recommends approval contingent upon the associated budget amendment.

i. Consider approval to allow Art Around the Corner to serve alcohol in the Civic Room at City Hall on November 12, 2026.

BACKGROUND and RECOMMENDATION: The Art Around the Corner Foundation (AACF) is a nonprofit organization dedicated to supporting the arts, enriching the community, and bringing fine arts to the heart of historic St. George and to our extended gallery sites. The Foundation's flagship project is the Art Around the Corner Outdoor Sculpture Gallery, a collection of sculptures from nationally renowned artists. On November 12, 2026, Art Around the Corner will be holding a one-night showcase, open to the public, featuring diverse mediums from Southern Utah creators. The evening is designed to bring together regional artists, collectors, and art lovers while raising support for public art initiatives.

j. Consider approval of the minutes from the meetings held on August 20, 2026 (work meeting); August 20, 2026 (regular meeting); September 3, 2026 (work meeting); and September 3, 2026 (work meeting).

4. Public hearing to receive input on an Emergency Services Sales and Use Tax and to consider approval of Resolution No. 2026-020R to impose a 0.33% Emergency Services Sales and Use Tax Pursuant to Utah Code 59-12-2402.

BACKGROUND and RECOMMENDATION: Tonight's item is to hold a public hearing to receive public input and to consider adoption of a resolution imposing a 0.33% Emergency Services Sales and Use Tax as a dedicated funding source for emergency medical and fire protection services provided by the St. George Fire Department. The sales tax is proposed to make major investments in the emergency medical and fire protection services provided by the St. George Fire Department to improve response times, staffing coverage, maintain and improve the city's ISO rating, replace fire apparatus, and keep up with growth. These investments include 6 new full-time fire stations, 72 new full-time fire fighters, and 15 new fire apparatus. Utah Code 59-12-24 authorizes municipalities to impose up to a 0.33% local option sales tax to fund emergency medical and fire protection services following a public hearing. Staff recommends holding the public hearing and approval of the resolution.

5. **Public Hearing and consideration of the Consolidated Annual Performance Evaluation Report (CAPER) for the 2025 program year, fiscal year 2026 of the Community Development Block Grant (CDBG).**

BACKGROUND and RECOMMENDATION: On or about October 1, 2026, the City will submit a Consolidated Annual Performance Evaluation Report (CAPER), for the 2025 Program Year, to the U.S. Department of Housing & Urban Development (HUD). The CAPER is a financial and public benefit summary of the City use and expenditures of federal Community Development Block Grant (CDBG) funds. The report evaluates how the City used these federal funds during the past program year to carry out priorities identified in the City adopted 2025 Annual Action Plan. The report also evaluates how the City uses other resources to leverage federal dollars in carrying out the broader vision of community needs and priorities. A public comment period started on September 15, 2026 and will end on October 1, 2026. No comments have been received to date.

6. **Public hearing and consideration of Ordinance No. 2026-072 to rename the public street currently known as Backlot Crossing to Desert Fields Drive.**

BACKGROUND and RECOMMENDATION: The name Backlot Crossing was established in connection with the area's originally planned motion-picture development. As the development plan has transitioned to a more traditional residential and commercial project, the existing street name no longer reflects the character or intended use of the area. The street is located north of Desert Canyons Parkway and crosses Fort Pierce Wash.

7. **Public hearing and consideration of Ordinance No. 2026-073 vacating a utilities and drainage easement across Lot 1 of the Foothill Commons subdivision.**

BACKGROUND and RECOMMENDATION: The Foothill Commons subdivision plat and the easement dedication recorded as Document No. 00768696 depict a utility and drainage easement generally following the original alignment of 2450 South toward River Road. When the development and adjacent roadways were constructed, the roadway alignment was revised so that 2450 South curves to intersect River Road perpendicularly rather than at an angle. A proposed building footprint on Lot 1 extends into the existing easement area. Vacating the existing easement will allow the building to be located as designed and will eliminate the need for an emergency-access configuration on Lot 1 onto 2450 South Street. A new plat will dedicate a replacement easement that accommodates the proposed building location while continuing to provide the necessary utility and drainage access, and changing the emergency access to 1650 East Street.

8. **Public hearing and consideration of Ordinance No. 2026-074 vacating a public utility and drainage easement located at the rear of Lot 142 of Meadow Valley Farms Phase 11.**

BACKGROUND and RECOMMENDATION: This easement was dedicated with the recording of the Meadow Valley Farms Phase 11 subdivision plat. Vacating the easement will allow the lot line to be adjusted to accommodate the proposed detached garage on the south side of the property. The Joint Utilities Commission recommended approval.

9. **Public hearing and consideration of Ordinance No. 2026-075 vacating a portion of the Vista Ridge Estates Phase II subdivision plat, specifically the north 10 feet of Lot 69.**

BACKGROUND and RECOMMENDATION: The Vista Ridge Estates Phase II subdivision plat identifies Lot 69 as approximately 40.00 feet wide and 76.90 feet deep. Due to City-maintained drainage facilities in the area, the block wall was constructed approximately 10 feet south of the original north property line. The Joint Utilities Commission recommended approval.

10. **Public hearing and consideration of Resolution No. 2026-020R to review and approve amendments to the Fiscal Year 2026-27 Budget.**

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

11. **Consider approval of Resolution No. 2026-022R in Support of the Federal Government selling public lands for Southern Utah's critical reuse water facilities.**

BACKGROUND and RECOMMENDATION: The City and the Washington County Water Conservancy District are asking our Federal Delegation to develop legislation to effectuate the acquisition of public lands for reuse water infrastructure. Staff recommends approval.

12. **Consider approval of a Conditional Use Permit to remove a condition on a previously approved Conditional Use Permit on approximately 0.09 acres located at approximately 1001 East White Dome Drive. (Case No. 2026-CUP-006 - Anthemnet/VZW White Dome Cell Tower).**

BACKGROUND and RECOMMENDATION: Planning Commission held a public hearing to hear the request and recommended approval to remove a single condition placed on the original Conditional Use Permit with a 7-0 vote.

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

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

14. **Consider approval of Ordinance No. 2026-076 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East. (Case No. 2026-ZC-016 - Sullivan Commercial)**

BACKGROUND and RECOMMENDATION: The proposal is to change the zoning to PD-C (Planned Development Commercial) with a use list. This is a request for an initial zone change establishing the coning and use list on the property only. The underlying general plan is COM (Commercial). At their meeting held on September 8, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 7-0. There were no public comments at the meeting with one letter submitted.

15. **Consider approval of Ordinance No. 2026-077 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.68 acres generally located north of Crosby Way and east of 120 East Street. (Case No. 2026-ZC-015 - Strap Tank Restaurant & Brewery)**

BACKGROUND and RECOMMENDATION: The underlying general plan is SL (Sensitive Lands) with adjacent zoning of C-3 (General Commercial) on the north, Arizona on the south, C-3 (General Commercial) and C-3 (General Commercial) to the east, and C-3 (General Commercial) to the west. At their meeting held on September 9, 2026, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 7-0; there were 0 comments.

16. **Consider approval of Ordinance No. 2026-078 amending the City Zoning Map by changing the zone from R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to R-1 (Single Family Residential, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of Province Way. (Case No. 2026-ZC-014 - Horizon Ridge)**

BACKGROUND and RECOMMENDATION: The underlying general plan for the northern portion of the parcel is designated LDR (Low Density Residential) and the southern portion is MDR (Medium Density Residential). With the adjacent zoning of PD-R (Planned Development Residential) on the north, PD-R (Planned Development Residential) and R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) on the south, R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to the east, and M&G (Mining and Grazing) to the west. At their meeting held on August 25, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 7-0 vote; there were 2 comments from the public.

17. **Consider approval of Ordinance No. 2026-079 for a Temporary Zoning Ordinance adopting a 6 month moratorium on blasting within City limits.**

BACKGROUND and RECOMMENDATION: The City has received public feedback regarding blasting within City Limits and a moratorium should be adopted while the Council considers possible changes to the City Code regarding blasting.

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

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

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

Brenda Hatch, Deputy City Recorder

9/25/2024
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: 10/01/2026 **Agenda Item Number:** 3a

Subject:

Consider approval to award bid to American Pavement Preservation for the Slurry Seal project.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: 26-300

Address/Location:

Various roadways

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

This item is to consider award of bid for the annual slurry seal project. Slurry seal is a cost effective road maintenance activity that helps protect the deterioration of the city's roadways. This was a formal bid; five (5) bids were received. American Pavement Preservation had the lowest bid. Staff recommends awarding the bid to American Pavement Preservation in the amount of $447,996.72.

Staff Narrative (need/purpose):

Slurry seal is a cost-effective surface treatment for maintaining pavement on low to medium traffic residential streets. The City has successfully employed slurry seals for many years with good success.

Name of Legal Dept approver: alicia.carlton@sgcityutah.gov

Budget Impact:

Cost for the agenda item: $447,996.72

Amount approved in current FY budget for item: $3,700,000

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

N/A

Description of funding source:

Budgeted funds for pavement preservation.

Recommendation (Include any conditions):

Approval

Attachments

CITY OF ST GEORGE - AS READ BID TABULATION**

PROJECT NAME: FY27 SLURRY SEAL PROJECT

OPENING DATE: 9/15/2026

	VENDORS	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME	VENDOR NAME
		American Pavement Preservation	Asphalt Preservation, LLC	M&M Asphalt Serivces	Morgan Pavement Maintenace	VSS International, Inc
	TOTAL BID	$447,996.72	$481,981.15	$459,922.17	$463,874.66	$698,325.00

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

Agenda Date: 10/01/2026 **Agenda Item Number:** 3b

Subject:

Consider approval of a contract with Holbrook Asphalt, Inc for HA5 seal coat for various streets within the City of St. George.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Various locations

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

This item is for the purchase of HA5 seal coat from Holbrook Asphalt, Inc in the total amount of $394,066.99. The HA5 product is used to put a seal over newer residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. This is a key tool in the city's pavement management program intended to extend the life of the city's roadways, trails, and parking lots. This is a sole source award. It has been used for many years throughout the City for asphalt preservation with excellent results. Staff recommends awarding the bid to Holbrook Asphalt in the amount of $394,066.99.

Staff Narrative (need/purpose):

The HA5 project is used to put a seal over newer (5-10 yr. old) residential streets, trails, and parking lots to slow the damage to asphalt from oxidation. The treatment is a lower-cost option for extending the life of asphalt surfaces.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $394,066.99

Amount approved in current FY budget for item: $3,700,000

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

N/A

Description of funding source:

City budget funds for pavement management

Recommendation (Include any conditions):

Approval

Attachments



INDEPENDENT CONTRACTOR AGREEMENT

The City of St. George, a municipal corporation (the "City"), and Holbrook Asphalt, Inc. ("Independent Contractor"), hereby enter this Agreement effective as of _____ (the "Effective Date"). City and Independent Contractor may hereinafter jointly be referred to as "the Parties." City and Independent Contractor may hereinafter individually be referred to as "Party."

RECITALS

WHEREAS the City desires to hire Independent Contractor to provide the services described on the document attached hereto as Exhibit A ("Scope of Services" or "Project").

WHEREAS Independent Contractor has represented to the City that Independent Contractor has the necessary knowledge, experience, abilities, skills, licenses, permits, and resources, and desires to provide the services described on the Scope of Services.

WHEREAS the Parties have discussed various issues with regard to the Scope of Services, have identified terms believed to be acceptable to the Parties, and now desire to memorialize the terms in this Agreement as a final written expression of their Agreement.

TERMS

Based on the foregoing recitals and the following covenants, obligations, terms and conditions, the receipt and sufficiency of which as sufficient consideration the Parties hereby acknowledge, the Parties agree as follows:

1. **PROJECT.** Independent Contractor shall provide the City, at Independent Contractor's sole expense, all equipment and services necessary for the Project. Any terms and conditions included on Exhibit A are fully incorporated herein to the extent that they do not conflict with any provisions in this Agreement. If there are any conflicts between this Agreement and the Scope of Services, the terms of this Agreement apply.

2. **COMPENSATION.** The City shall pay Independent Contractor the amount shown on Exhibit A. The City shall have no obligation to pay Independent Contractor any other amounts for any other reason. As Independent Contractor is not an employee of the City, Independent Contractor shall not be entitled to any employee benefits, nor will the City withhold any taxes, including FICA, from any payment made to Independent Contractor, nor will the City provide any unemployment or worker's compensation coverage.

3. **DUTIES OF INDEPENDENT CONTRACTOR.** Independent Contractor shall be solely responsible to: provide worker's compensation and unemployment insurance pay all income and/or payroll taxes; comply with all applicable laws and regulations; and obtain and maintain any necessary licenses and permits.

4. **INDEMNIFICATION.** Independent Contractor shall indemnify and hold the City and each of the City's employees, agents, representatives, attorneys, administrators, successors and assigns harmless from any claims, demands, causes of action, liabilities and obligations asserted by any Party arising out of or in any way connected with (a) Independent Contractor's alleged or actual breach of this Agreement, (b) the inaccuracy of any warranty or representation made by Independent Contractor, (c) any actual or alleged failure by Independent Contractor to conform to or comply with any laws or regulations applicable to its obligations herein, (d) any act or omission by Independent Contractor in the performance of this Agreement. The City may select, in the City's sole and absolute discretion but at the sole expense of Independent Contractor, attorneys to defend against any action brought against the City for which Independent Contractor is bound to indemnify the City.

5. **TERM, TERMINATION.** Unless earlier terminated pursuant to the terms hereof, this Agreement will expire on the earlier of (a) the date listed in the Scope of Services or (b) the date that is 1 year after the Effective Date. The City may, at the City's sole and absolute discretion, terminate this Agreement upon 30 days written notice to Independent Contractor. The City may terminate this Agreement at any time if the City determines, in the City's sole discretion, that Independent Contractor is in breach of this Agreement or if Independent Contractor is subject to circumstances that the City determines, in its sole and absolute discretion, reflects negatively on the City. Section 4 above shall survive termination or expiration of this Agreement.

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

7. **LIMIT ON AUTHORITY; NO PARTNERSHIP.** Nothing herein shall be deemed to (1) give either Party the authority to act on behalf of the other in any manner or (2) create any type of joint venture or partnership between the Parties in any manner.

8. **INSURANCE.** Independent Contractor 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. Independent Contractor'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.

8.1 COMMENCEMENT OF WORK: Independent Contractor 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.

8.2 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:

8.2.1 The name and address of the insured.

8.2.2 CITY shall be named as a Certificate Holder.

8.2.3 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.

8.2.4 The location of the operations to which the insurance applies.

8.2.5 The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.

8.2.6 The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

8.2.7 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.

8.2.8 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.

8.2.9 Name, address, and telephone number of the insurance company's agent of

process in Utah.

8.2.10 Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

8.3 COMPENSATION INSURANCE: Independent Contractor shall, as applicable, obtain 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:

8.3.1 Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.

8.3.2 Independent Contractor shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by Independent Contractor.

8.3.3 In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, Independent Contractor shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

8.4 COMMERCIAL GENERAL LIABILITY INSURANCE: Independent Contractor 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 INDEPENDENT CONTRACTOR, 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.

The minimum commercial general liability insurance shall be as follows:

8.4.1 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.

8.4.2 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).

8.4.3 Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

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

8.4.4 Comprehensive form

8.4.5 Premises - operations

8.4.6 Explosion and collapse hazard

8.4.7 Underground hazard

8.4.8 Product/completed operations hazard

8.4.9 Contractual insurance

8.4.10 Broad form property damage, including completed operations

8.4.11 Independent contractors for vicarious liability

8.4.12 Personal injury

8.4.13 Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

8.5 BUSINESS AUTOMOBILE COVERAGE: Independent Contractor 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 Independent Contractor in performing the work.

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

8.5.1 Comprehensive form, including loading and unloading

8.5.2 Owned

8.5.3 Hired

8.5.4 Non-owned

9. **CERTIFICATE RE: IMMIGRATION LAWS.** Independent Contractor certifies that it does not and will not during the term of this Agreement knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. Independent Contractor shall produce, at the City's request, such documents which are required to verify compliance with applicable State and Federal laws. If Independent Contractor knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of this Agreement. If this Agreement is terminated due to violation of 8 USC § 1324a, Independent 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.

10. **COMPLIANCE WITH PUBLIC CONTRACT BOYCOTTING RESTRICTIONS**. Company certifies that it is in compliance with the public contract boycotting restrictions as 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.

11. **ACKNOWLEDGEMENT OF PUBLIC DISCLOSURE LAWS.** Independent Contractor hereby acknowledges that (1) the City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, (2) pursuant thereto all materials submitted by Sponsor pursuant to this Agreement may be subject to disclosure as government records, and (3) the City has no duty or obligation to withhold any such materials from disclosure in any manner.

12. **BENEFICIARIES.** This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, representatives, successors and permitted assignees. This Agreement is intended for the exclusive benefit of the Parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party. Independent Contractor may not assign the rights or obligations under this Agreement to any third party.

13. **ENTIRE AGREEMENT.** The Parties intend that this Agreement 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 the terms agreed upon between the Parties. No Party relied on any other term, warranty, and/or covenant as an inducement to enter this Agreement.

14. **AMENDMENT.** The Parties shall not amend or modify this Agreement in any way unless in writing signed by the Parties.

15. **FURTHER ACTION.** Each Party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating this transaction.

16. **WAIVER.** Neither the failure of either Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. **SEVERABILITY.** If any court of competent jurisdiction declares any portion of this Agreement unenforceable, the Parties shall deem such portion as severed from this Agreement, and shall deem the remaining parts of this Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a

part, in full force and effect as though such unenforceable portion had never been part of this Agreement. The Parties shall replace any such unenforceable portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

18. **FORUM AND LAW.** 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.

19. **COSTS AND 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.

20. **NOTICES, REQUESTS, AND COMMUNICATIONS.** Unless otherwise set forth above, all notices, requests, and communications required by this Agreement shall be in writing. Any Party delivering any written document shall deliver the written document by any of the following means: (1) 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, (2) 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 (3) 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:

CITY:	City of St. George 61 S. Main St. St. George, Utah 84770	INDEPENDENT CONTRACTOR:	Holbrook Asphalt, Inc 1545 E. Commerce Dr. St. George, Utah 84790
Attention:	City Attorney	Attention:	Mark L. Beatty
Copy:	legal@sgcity.org		

    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.

21. **EXECUTION.** By executing this Agreement below, the executing individuals acknowledge that (1) they have read this Agreement, (2) they understand its terms, (3) they have had the opportunity to have this Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute this Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which

they represent, if any, to the terms of this Agreement in full. The failure of any executing individual to date their signature will not affect the validity of this Agreement.

22. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

***

In witness of their intention to be bound by the above covenants, obligations, terms and conditions, the Parties hereby execute this Agreement as follows:

CITY OF ST. GEORGE	HOLBROOK ASPHALT, INC
_____	_____
Jimmie B. Hughes, Mayor	Mark L. Beatty, Sr. Vice President
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY'S OFFICE
_____	_____
Christina Fernandez, City Recorder	Alicia Galvany Carlton, Assistant City Attorney

Proposal

HOLBROOK ASPHALT CO.

Project Location	Proposal #	Date Issued	PO/LD #
City of St George UT Multiple Locations Saint George UT 84770	HAU954504	9/4/2026	

Terms

Due Upon Completion

Bill To

City of St George UT
Attn: Monty Thurber
175 East 200 North
St George UT 84770

Adviser Information

Mark Beatty
P: 435-862-8064 | E: mark@holbrookasphalt.com

Description

St. George City 2026 HA5 Project

Item	Quantity	UM	Rate	Amount
HA5 - Street Installations Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	1,192,832	SqFt	0.309	368,585.09
HA5 - Parking and Other Areas Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	72,813	SqFt	0.309	22,499.22
Parking Lot - Pavement Markings Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.		LS		2,982.68

	Total	$394,066.99

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**

Date	Number
9/4/2026	HAUB23129

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company (“Contractor”) more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contactor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by “Existing Surface Conditions,” as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor’s HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of $750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to $3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. GENERAL LIABILITY: $1m (inc.), $2m (agg.) AUTO: $1m UMBRELLA: $2m (inc.), $2m (agg.) PERSONAL INJ: $1m WORKERS COMP: $1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt’s inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU954504 - St. George City 2026 HA5 Project (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

Agenda Date: 10/01/2026 **Agenda Item Number:** 3c

Subject:

Consider approval to award bid to Mint Construction, LLC for construction of Thunder Junction Park Phase 2.

Item at-a-glance:

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: 26-299

Address/Location:

Thunder Junction All Abilities Park, 1851 South Dixie Drive, St. George, Utah 84770

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

This item is to award a bid to construct Thunder Junction Park Phase 2 to Mint Construction, LLC in the amount of $3,710,224.61. Thunder Junction Park Phase 2 will include an entrance building, snowy mountain building (train stop, restroom, storage, water feature), shade structures, play equipment, and playground surfacing. Formal bids were requested and the City received three bids. The low bid was received from Mint Construction, LLC in the amount of $3,710,224.31 which includes the Base Bid plus Bid Alternate 1. Thunder Junction Park Phase 2 is included in the FY 2027 Business Plan and is a 2023 Trails, Parks and Recreation G.O. Bond project. Staff recommends approval.

Staff Narrative (need/purpose):

Thunder Junction Park Phase 2 is located in Tonaquint Park and is an expansion of the very successful Thunder Junction All Abilities Park. Due to the popularity of this facility, it has been decided to expand the park in the underutilized areas on the east end. The expansion will be Ice Age themed and will include a large playground, shade structures, entrance building, train station structure, restroom, and landscaping. The bid is separated into a Base Bid and three Bid Alternates. The Base Bid is for the core area of the park which includes the snowy mountain building (train stop, restroom, storage, water feature), shade structures, play equipment, and playground surfacing. Bid Alternate 1, Entrance Building, includes foundation work and utilities for the entrance building, adjustments to the parking lot, and fencing. The building itself will be composed of containers and will be installed by the Parks Tech Crew. Alternate Bid #2, Cemetery Road Removal, includes removing the existing roadway and creating a pedestrian pathway to connect Thunder Junction to the adjacent cemetery. Alternate Bid #3, Additional Mist Systems, includes adding fog to the asteroid feature and other areas throughout the playground. Three bids were received, however due to budget and maintenance concerns, only the Base Bid and Bid Alternate 1 are recommended for approval. This puts Mint Construction, LLC with the lowest bid in the amount of $3,710,224.61.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $3,710,224.61

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

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

Approved.

Description of funding source:

Recreation General Obligation Project Fund

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

CITY OF ST. GEORGE
THUNDER JUNCTION PARK PHASE 2
Bid Opening Date:
September 10, 2026 @ 2:00 pm

CivilScience

BID TABULATION

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	ENGINEERS ESTIMATE		MINT CONSTRUCTION		MAHAS CONSTRUCTION		CALIBER CONTRACTOR	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Mobilization & Demobilization	1	LS	$ 300,000.00	$ 300,000.00	$ 201,620.93	$ 201,620.93	$ 116,000.00	$ 116,000.00	$ 300,000.00	$ 300,000.00
2	Project Sign & Record Documents	1	LS	$ 5,000.00	$ 5,000.00	$ 542.37	$ 542.37	$ 1,085.00	$ 1,085.00	$ 25,000.00	$ 25,000.00
3	Site Security & Pedestrian Control	1	LS	$ 25,000.00	$ 25,000.00	$ 7,956.86	$ 7,956.86	$ 10,850.00	$ 10,850.00	$ 25,000.00	$ 25,000.00
4	Temporary Controls	1	LS	$ 25,000.00	$ 25,000.00	$ 1.00	$ 1.00	$ 5,425.00	$ 5,425.00	$ 23,000.00	$ 23,000.00
5	6" Clearing, Grubbing, Irrigation Removal, & Sa	1	LS	$ 25,000.00	$ 25,000.00	$ 5,694.86	$ 5,694.86	$ 5,425.00	$ 5,425.00	$ 8,750.00	$ 8,750.00
6	Existing Tree & Root Protection w/ Temporary F	1	LS	$ 30,000.00	$ 30,000.00	$ 4,881.31	$ 4,881.31	$ 5,208.00	$ 5,208.00	$ 5,200.00	$ 5,200.00
7	Cover & Abandon Existing Skylight	3	EA	$ 1,500.00	$ 4,500.00	$ 361.58	$ 1,084.74	$ 3,300.00	$ 9,900.00	$ 1,300.00	$ 3,900.00
8	Adjust Existing Manhole to Grade	1	EA	$ 2,500.00	$ 2,500.00	$ 596.60	$ 596.60	$ 651.00	$ 651.00	$ 750.00	$ 750.00
9	Adjust Tracks to Grade	200	LF	$ 150.00	$ 30,000.00	$ 16.27	$ 3,254.00	$ 54.25	$ 10,850.00	$ 50.00	$ 10,000.00
10	Site Grading	1	LS	$ 30,000.00	$ 30,000.00	$ 126,061.43	$ 126,061.43	$ 13,020.00	$ 13,020.00	$ 15,000.00	$ 15,000.00
11	6"x12" Colored Flush Landscape Curb	470	LF	$ 45.00	$ 21,150.00	$ 24.95	$ 11,726.50	$ 27.13	$ 12,751.10	$ 22.00	$ 10,340.00
12	4" Concrete Flatwork w/ Base	960	SF	$ 8.00	$ 7,680.00	$ 5.97	$ 5,731.20	$ 8.52	$ 8,179.20	$ 9.25	$ 8,880.00
13	4" Colored & Stamped Concrete w/ Base	14050	SF	$ 17.00	$ 238,850.00	$ 9.80	$ 137,690.00	$ 7.97	$ 111,978.50	$ 15.00	$ 210,750.00
14	5" Reinforced Colored & Stamped Concrete w/	870	SF	$ 20.00	$ 17,400.00	$ 10.30	$ 8,961.00	$ 9.60	$ 8,352.00	$ 18.00	$ 15,660.00
15	8" Reinforced Colored & Stamped Concrete w/	1000	SF	$ 25.00	$ 25,000.00	$ 14.10	$ 14,100.00	$ 12.86	$ 12,860.00	$ 24.00	$ 24,000.00
16	Landscape Rockery Wall	230	LF	$ 175.00	$ 40,250.00	$ 54.33	$ 12,495.90	$ 138.88	$ 31,942.40	$ 152.00	$ 34,960.00
17	Rockery Slope	635	SF	$ 50.00	$ 31,750.00	$ 45.44	$ 28,854.40	$ 30.38	$ 19,291.30	$ 33.00	$ 20,955.00
18	Concrete Retaining Wall	3200	SF	$ 90.00	$ 288,000.00	$ 25.51	$ 81,632.00	$ 50.83	$ 162,656.00	$ 70.00	$ 224,000.00
19	18" Colored Planter Seat Wall	45	LF	$ 200.00	$ 9,000.00	$ 103.05	$ 4,637.25	$ 81.38	$ 3,662.10	$ 225.00	$ 10,125.00
20	18" Colored Retaining Seat Wall	60	LF	$ 270.00	$ 16,200.00	$ 124.74	$ 7,484.40	$ 81.38	$ 4,882.80	$ 385.00	$ 23,100.00
21	18" Retaining Seat Wall	36	LF	$ 250.00	$ 9,000.00	$ 124.74	$ 4,490.64	$ 81.38	$ 2,929.68	$ 365.00	$ 13,140.00
22	Colored Concrete Steps	350	SF	$ 75.00	$ 26,250.00	$ 48.81	$ 17,083.50	$ 43.40	$ 15,190.00	$ 31.00	$ 10,850.00
23	Hand Rail	380	LF	$ 75.00	$ 28,500.00	$ -	$ -	$ 100.91	$ 38,345.80	$ 105.00	$ 39,900.00
24	Pedestrian Rail	185	LF	$ 150.00	$ 27,750.00	$ -	$ -	$ 200.73	$ 37,135.05	$ 105.00	$ 19,425.00
25	Wall Hand Rail	215	LF	$ 50.00	$ 10,750.00	$ -	$ -	$ 141.05	$ 30,325.75	$ 135.00	$ 29,025.00
26	Pedestrian Guard Rail	310	LF	$ 160.00	$ 49,600.00	$ -	$ -	$ 157.33	$ 48,772.30	$ 135.00	$ 41,850.00
27	Perimeter Safety Fencing	770	LF	$ 125.00	$ 96,250.00	$ 53.15	$ 40,925.50	$ 54.25	$ 41,772.50	$ 57.00	$ 43,890.00
28	Perimeter Safety Single Gate	1	EA	$ 3,000.00	$ 3,000.00	$ 970.84	$ 970.84	$ 1,188.08	$ 1,188.08	$ 1,400.00	$ 1,400.00
29	Perimeter Safety Double Gate	1	EA	$ 6,000.00	$ 6,000.00	$ 1,735.58	$ 1,735.58	$ 2,061.50	$ 2,061.50	$ 2,400.00	$ 2,400.00
30	Playground Surfacing w/ Base	12320	SF	$ 35.00	$ 431,200.00	$ 35.01	$ 431,323.20	$ 19.53	$ 240,609.60	$ 34.00	$ 418,880.00
31	Playground Surfacing w/ Concrete	330	SF	$ 40.00	$ 13,200.00	$ 5.97	$ 1,970.10	$ 10.85	$ 3,580.50	$ 38.00	$ 12,540.00
32	Soil Overexcavate 24" and Replace w/ Approve	90	SF	$ 20.00	$ 1,800.00	$ -	$ -	$ 9.74	$ 876.60	$ 12.00	$ 1,080.00
33	24" Utelite Root Zone Mix Material	100	SF	$ 25.00	$ 2,500.00	$ 26.03	$ 2,603.00	$ 26.04	$ 2,604.00	$ 65.00	$ 6,500.00
34	Playground Equipment & Shade Sails - Insta	1	LS	$ 250,000.00	$ 250,000.00	$ 408,717.60	$ 408,717.60	$ 393,410.15	$ 393,410.15	$ 405,000.00	$ 405,000.00
35	Swinging Bench - Install Only	4	EA	$ 5,000.00	$ 20,000.00	$ 3,189.12	$ 12,756.48	$ 3,189.90	$ 12,759.60	$ 3,120.00	$ 12,480.00
36	28' Hexagon Shade Structure - Install Only	2	EA	$ 35,000.00	$ 70,000.00	$ 25,111.63	$ 50,223.26	$ 35,739.90	$ 71,479.80	$ 32,500.00	$ 65,000.00
37	8'x12' Overhang Pavilion - Install Only	2	EA	$ 20,000.00	$ 40,000.00	$ 8,211.45	$ 16,422.90	$ 13,378.05	$ 26,756.10	$ 13,350.00	$ 26,700.00
38	Asteroid Play Area	1	LS	$ 275,000.00	$ 275,000.00	$ 210,253.26	$ 210,253.26	$ 271,250.00	$ 271,250.00	$ 183,000.00	$ 183,000.00
39	Type A GFRC Faux Rock & Snow Surfacing	1500	SF	$ 40.00	$ 60,000.00	$ 72.68	$ 109,020.00	$ 81.38	$ 122,070.00	$ 72.00	$ 108,000.00
40	Type B GFRC Faux Rock & Snow Surfacing	3850	SF	$ 50.00	$ 192,500.00	$ 80.27	$ 309,039.50	$ 84.63	$ 325,825.50	$ 81.00	$ 311,850.00
41	Type C GFRC Faux Rock & Snow Surfacing	4300	SF	$ 60.00	$ 258,000.00	$ 86.78	$ 373,154.00	$ 97.65	$ 419,895.00	$ 88.00	$ 378,400.00
42	Type D GFRC Faux Rock & Snow Surfacing	2550	SF	$ 55.00	$ 140,250.00	$ 87.86	$ 224,043.00	$ 119.35	$ 304,342.50	$ 89.00	$ 226,950.00
43	Snowy Mountain Buildings	1	LS	$1,500,000.00	$ 1,500,000.00	$ 704,058.37	$ 704,058.37	$ 1,130,000.00	$ 1,130,000.00	$ 828,000.00	$ 828,000.00
44	Roof Shade Canopy - Snowy Mountain Building	1	LS	$ 100,000.00	$ 100,000.00	$ 5,423.68	$ 5,423.68	$ 27,125.00	$ 27,125.00	$ 85,000.00	$ 85,000.00
45	Site Electrical Connection	1	LS	$ 100,000.00	$ 100,000.00	$ 46,643.64	$ 46,643.64	$ 46,655.00	$ 46,655.00	$ 47,500.00	$ 47,500.00
46	Site Audiovisual	1	LS	$ 75,000.00	$ 75,000.00	$ 37,965.75	$ 37,965.75	$ 130,200.00	$ 130,200.00	$ 117,550.00	$ 117,550.00
47	Volcano Fog Pumping System Replacement	1	LS	$ 10,000.00	$ 10,000.00	$ 2,711.84	$ 2,711.84	$ 16,275.00	$ 16,275.00	$ 22,500.00	$ 22,500.00
48	Site Lighting	1	LS	$ 70,000.00	$ 70,000.00	$ 104,785.48	$ 104,785.48	$ 104,811.00	$ 104,811.00	$ 112,550.00	$ 112,550.00
49	Area Lighting Pole	9	EA	$ 8,000.00	$ 72,000.00	$ 9,654.15	$ 86,887.35	$ 9,656.50	$ 86,908.50	$ 10,000.00	$ 90,000.00
50	12" Nyloplast Drain Basin with Concrete Collar	4	EA	$ 2,200.00	$ 8,800.00	$ 2,711.84	$ 10,847.36	$ 2,712.50	$ 10,850.00	$ 2,600.00	$ 10,400.00
51	15" Nyloplast Drain Basin with Concrete Collar	1	EA	$ 3,000.00	$ 3,000.00	$ 3,037.26	$ 3,037.26	$ 3,038.00	$ 3,038.00	$ 2,900.00	$ 2,900.00
52	24" Nyloplast Drain Basin with Concrete Collar	3	EA	$ 4,200.00	$ 12,600.00	$ 3,471.15	$ 10,413.45	$ 3,472.00	$ 10,416.00	$ 3,300.00	$ 9,900.00
53	6" Storm Drain Corrugated HDPE Pipe	85	LF	$ 70.00	$ 5,950.00	$ 22.78	$ 1,936.30	$ 22.79	$ 1,937.15	$ 21.00	$ 1,785.00
54	12" Storm Drain Corrugated HDPE Pipe	334	LF	$ 80.00	$ 26,720.00	$ 30.37	$ 10,143.58	$ 30.92	$ 10,327.28	$ 28.00	$ 9,352.00
55	18" Storm Drain Corrugated HDPE Pipe	67	LF	$ 90.00	$ 6,030.00	$ 36.88	$ 2,470.96	$ 37.43	$ 2,507.81	$ 34.00	$ 2,278.00
56	Storm Drain Connection to Existing Inlet	1	EA	$ 2,500.00	$ 2,500.00	$ 1,355.92	$ 1,355.92	$ 1,410.50	$ 1,410.50	$ 1,250.00	$ 1,250.00
57	6" Perforated HDPE Pipe Subdrain	4	EA	$ 3,000.00	$ 12,000.00	$ 867.79	$ 3,471.16	$ 922.25	$ 3,689.00	$ 800.00	$ 3,200.00
58	4" PVC Sewer Lateral & Connection w/ Cleanou	2	EA	$ 5,000.00	$ 10,000.00	$ 922.03	$ 1,844.06	$ 922.25	$ 1,844.50	$ 850.00	$ 1,700.00
59	1 1/4" Water Service Lateral & Connection	130	LF	$ 40.00	$ 5,200.00	$ 22.78	$ 2,961.40	$ 22.79	$ 2,962.70	$ 21.00	$ 2,730.00
60	Solid Manhole Lid w/ Rain Pan	2	EA	$ 1,000.00	$ 2,000.00	$ 1,003.38	$ 2,006.76	$ 2,007.25	$ 4,014.50	$ 1,850.00	$ 3,700.00
61	Water Feature Tank and Plumbing	1	LS	$ 100,000.00	$ 100,000.00	$ -	$ -	$ 25,000.00	$ 25,000.00	$ 68,500.00	$ 68,500.00
62	Building Mist System	1	LS	$ 75,000.00	$ 75,000.00	$ 31,186.15	$ 31,186.15	$ 75,000.00	$ 75,000.00	$ 54,000.00	$ 54,000.00
63	4" Irrigation Sleeves	1200	LF	$ 20.00	$ 24,000.00	$ 13.02	$ 15,624.00	$ 13.02	$ 15,624.00	$ 12.00	$ 14,400.00
				SUBTOTAL	**$ 5,404,630.00**	**SUBTOTAL**	**$ 3,965,513.58**	**SUBTOTAL**	**$ 4,678,745.35**	**SUBTOTAL**	**$ 4,846,825.00**
	ALTERNATE 1 - ENTRANCE BUILDING										
64	6" Clearing, Grubbing, Irrigation Removal, & Sa	1	LS	$ 5,000.00	$ 5,000.00	$ 8,933.54	$ 8,933.54	$ 5,967.50	$ 5,967.50	$ 8,250.00	$ 8,250.00
65	Remove Curb & Gutter	235	LF	$ 2.50	$ 587.50	$ 8.66	$ 2,035.10	$ 8.68	$ 2,039.80	$ 8.00	$ 1,880.00
66	Remove Concrete Flatwork	4650	SF	$ 0.50	$ 2,325.00	$ 1.25	$ 5,812.50	$ 1.63	$ 7,579.50	$ 1.15	$ 5,347.50
67	Remove Asphalt Pavement	3300	SF	$ 0.50	$ 1,650.00	$ 1.25	$ 4,125.00	$ 1.41	$ 4,653.00	$ 1.15	$ 3,795.00
68	Existing Tree & Root Protection w/ Temporary F	1	LS	$ 5,000.00	$ 5,000.00	$ 8,772.74	$ 8,772.74	$ 4,882.50	$ 4,882.50	$ 4,500.00	$ 4,500.00
69	Relocate Stegosaurus Bike Rack	1	EA	$ 1,000.00	$ 1,000.00	$ 2,707.13	$ 2,707.13	$ 5,425.00	$ 5,425.00	$ 500.00	$ 500.00
70	Relocate Light Pole	1	EA	$ 2,000.00	$ 2,000.00	$ -	$ -	$ 15,000.00	$ 15,000.00	$ 1,250.00	$ 1,250.00
71	Site Grading	1	LS	$ 5,000.00	$ 5,000.00	$ 20,732.85	$ 20,732.85	$ 9,222.50	$ 9,222.50	$ 8,500.00	$ 8,500.00
72	Curb & Gutter (Type HB30-7) (Modified - Relea	215	LF	$ 50.00	$ 10,750.00	$ 32.49	$ 6,985.35	$ 55.34	$ 11,898.10	$ 44.00	$ 9,460.00
73	ADA Pedestrain Access Ramp	600	SF	$ 25.00	$ 15,000.00	$ 7.43	$ 4,458.00	$ 8.52	$ 5,112.00	$ 11.65	$ 6,990.00
74	Asphalt Pavement	825	SF	$ 10.00	$ 8,250.00	$ 5.74	$ 4,735.50	$ 9.33	$ 7,697.25	$ 8.58	$ 7,078.50
75	4" Concrete Flatwork w/ Base	5770	SF	$ 8.00	$ 46,160.00	$ 5.96	$ 34,389.20	$ 9.60	$ 55,392.00	$ 7.70	$ 44,429.00
76	4' Max Boulder Rockery Wall	50	LF	$ 175.00	$ 8,750.00	$ 138.61	$ 6,930.50	$ 141.05	$ 7,052.50	$ 128.00	$ 6,400.00
77	Perimeter Safety Fencing	190	LF	$ 125.00	$ 23,750.00	$ 53.06	$ 10,081.40	$ 54.25	$ 10,307.50	$ 49.90	$ 9,481.00
78	Perimeter Safety Single Gate	1	EA	$ 3,000.00	$ 3,000.00	$ 969.15	$ 969.15	$ 1,188.08	$ 1,188.08	$ 1,095.00	$ 1,095.00
79	Perimeter Safety Double Gate	1	EA	$ 6,000.00	$ 6,000.00	$ 1,732.57	$ 1,732.57	$ 2,061.50	$ 2,061.50	$ 1,900.00	$ 1,900.00
80	Container Entrance Building Foundation	1	LS	$ 15,000.00	$ 15,000.00	$ 5,197.70	$ 5,197.70	$ 15,000.00	$ 15,000.00	$ 16,100.00	$ 16,100.00
81	Container Building Electrical Connection	1	LS	$ 15,000.00	$ 15,000.00	$ 8,608.68	$ 8,608.68	$ 8,625.75	$ 8,625.75	$ 8,500.00	$ 8,500.00
82	Relocate Underground Electric Line	1	LS	$ 15,000.00	$ 15,000.00	$ 82,080.28	$ 82,080.28	$ 82,243.00	$ 82,243.00	$ 81,500.00	$ 81,500.00
83	Variable Sloped Trench Drain w/ Metal Grate	60	LF	$ 200.00	$ 12,000.00	$ 34.65	$ 2,079.00	$ 36.35	$ 2,181.00	$ 50.00	$ 3,000.00
84	6" Storm Drain Corrugated HDPE Pipe	40	LF	$ 80.00	$ 3,200.00	$ 22.74	$ 909.60	$ 23.87	$ 954.80	$ 24.00	$ 960.00
85	Inserta Tee Riser Connection to Existing 18" Pip	1	EA	$ 1,500.00	$ 1,500.00	$ 270.71	$ 270.71	$ 298.38	$ 298.38	$ 550.00	$ 550.00
86	4" PVC Sewer Lateral & Connection w/ Cleanou	1	EA	$ 5,000.00	$ 5,000.00	$ 920.43	$ 920.43	$ 1,085.00	$ 1,085.00	$ 1,100.00	$ 1,100.00
87	3/4" Water Meter & Connection	1	EA	$ 6,500.00	$ 6,500.00	$ 2,707.13	$ 2,707.13	$ 2,604.00	$ 2,604.00	$ 3,250.00	$ 3,250.00
88	1" Water Service	75	LF	$ 50.00	$ 3,750.00	$ 22.74	$ 1,705.50	$ 23.33	$ 1,749.75	$ 24.00	$ 1,800.00
89	2" Communication Sleeves	40	LF	$ 20.00	$ 800.00	$ -	$ -	$ 14.11	$ 564.40	$ 15.00	$ 600.00
90	4" Irrigation Sleeves	330	LF	$ 20.00	$ 6,600.00	$ 12.99	$ 4,286.70	$ 13.29	$ 4,385.70	$ 15.00	$ 4,950.00

91	Pavement Markings	1	LS	$	1,000.00	$	1,000.00	$	665.01	$	665.01	$	1,519.00	$	1,519.00	$	1,650.00	$	1,650.00
					SUBTOTAL	$	229,572.50		SUBTOTAL	$	232,831.27		SUBTOTAL	$	276,689.51		SUBTOTAL	$	244,816.00
	ALTERNATE 2 - CEMETARY ROAD REMOVAL																		
92	6" Clearing, Grubbing, Irrigation Removal, &	1	LS	$	5,000.00	$	5,000.00	$	8,932.72	$	8,932.72	$	3,797.50	$	3,797.50	$	3,250.00	$	3,250.00
93	Remove Curb & Gutter and Base	435	LF	$	3.00	$	1,305.00	$	8.66	$	3,767.10	$	8.68	$	3,775.80	$	10.00	$	4,350.00
94	Remove Concrete Flatwork and Base	355	SF	$	3.00	$	1,065.00	$	1.61	$	571.55	$	1.63	$	578.65	$	3.50	$	1,242.50
95	Remove Asphalt Pavement and Base	5250	SF	$	1.00	$	5,250.00	$	1.46	$	7,665.00	$	1.41	$	7,402.50	$	1.50	$	7,875.00
96	Existing Tree & Root Protection w/ Tempora	1	LS	$	3,000.00	$	3,000.00	$	9,121.66	$	9,121.66	$	3,797.50	$	3,797.50	$	3,750.00	$	3,750.00
97	Remove Stop Sign, Post and Base	2	EA	$	500.00	$	1,000.00	$	216.55	$	433.10	$	217.00	$	434.00	$	450.00	$	900.00
98	Adjust Irrigation Valve and Collar to Grade	4	EA	$	1,500.00	$	6,000.00	$	460.17	$	1,840.68	$	461.13	$	1,844.52	$	475.00	$	1,900.00
99	Adjust Existing Manhole to Grade	1	EA	$	2,500.00	$	2,500.00	$	595.51	$	595.51	$	596.75	$	596.75	$	750.00	$	750.00
100	Relocate Irrigation Valve Box	1	EA	$	500.00	$	500.00	$	812.07	$	812.07	$	813.75	$	813.75	$	950.00	$	950.00
101	Site Grading	1	LS	$	2,000.00	$	2,000.00	$	9,133.85	$	9,133.85	$	3,580.50	$	3,580.50	$	3,950.00	$	3,950.00
102	Curb & Gutter (Type HB30-7)	100	LF	$	50.00	$	5,000.00	$	32.48	$	3,248.00	$	55.34	$	5,534.00	$	49.50	$	4,950.00
103	Curb & Gutter (RU 30)	86	LF	$	60.00	$	5,160.00	$	32.48	$	2,793.28	$	55.34	$	4,759.24	$	52.00	$	4,472.00
104	ADA Pedestrain Access Ramp	175	SF	$	25.00	$	4,375.00	$	7.42	$	1,298.50	$	10.69	$	1,870.75	$	14.00	$	2,450.00
105	Asphalt Pavement w/ Base	440	SF	$	5.00	$	2,200.00	$	9.43	$	4,149.20	$	9.33	$	4,105.20	$	10.00	$	4,400.00
106	4" Concrete Flatwork w/ Base	2140	SF	$	8.00	$	17,120.00	$	5.96	$	12,754.40	$	9.60	$	20,544.00	$	9.25	$	19,795.00
107	4" Irrigation Sleeves	90	LF	$	20.00	$	1,800.00	$	12.99	$	1,169.10	$	13.29	$	1,196.10	$	15.00	$	1,350.00
108	Pavement Markings	1	LS	$	1,000.00	$	1,000.00	$	417.80	$	417.80	$	922.25	$	922.25	$	1,100.00	$	1,100.00
					SUBTOTAL	$	64,275.00		SUBTOTAL	$	68,703.52		SUBTOTAL	$	65,553.01		SUBTOTAL	$	67,434.50
	ALTERNATE 3 - ADDITIONAL MIST SYSTEMS																		
109	Asteriod Mist System	1	LS	$	60,000.00	$	60,000.00	$	28,764.73	$	28,764.73	$	75,000.00	$	75,000.00	$	35,000.00	$	35,000.00
110	Playground Mist Pole System	1	LS	$	40,000.00	$	40,000.00	$	26,598.83	$	26,598.83	$	75,000.00	$	75,000.00	$	40,000.00	$	40,000.00
					SUBTOTAL	$	100,000.00		SUBTOTAL	$	55,363.56		SUBTOTAL	$	150,000.00		SUBTOTAL	$	75,000.00
					TOTAL	$	5,798,477.50		TOTAL	$	4,322,411.93		TOTAL	$	5,170,987.87		TOTAL	$	5,234,075.50
					DEDUCTED ITEMS TOTAL	$	(544,275.00)		DEDUCTION	$	(612,187.32)		DEDUCTION	$	(719,958.66)		DEDUCTION	$	(651,614.50)
					ADJUSTED TOTAL	$	5,254,202.50		TOTAL	$	3,710,224.61		TOTAL	$	4,451,029.21		TOTAL	$	4,582,461.00

Amounts in **RED** were corrected based on calculation errors and/or total amounts per the Information for Bidders section 3

Quantities in GRAY are deductions to meet the construction budget per the Information for Bidders section 3

AGREEMENT
THUNDER JUNCTION PARK PHASE 2

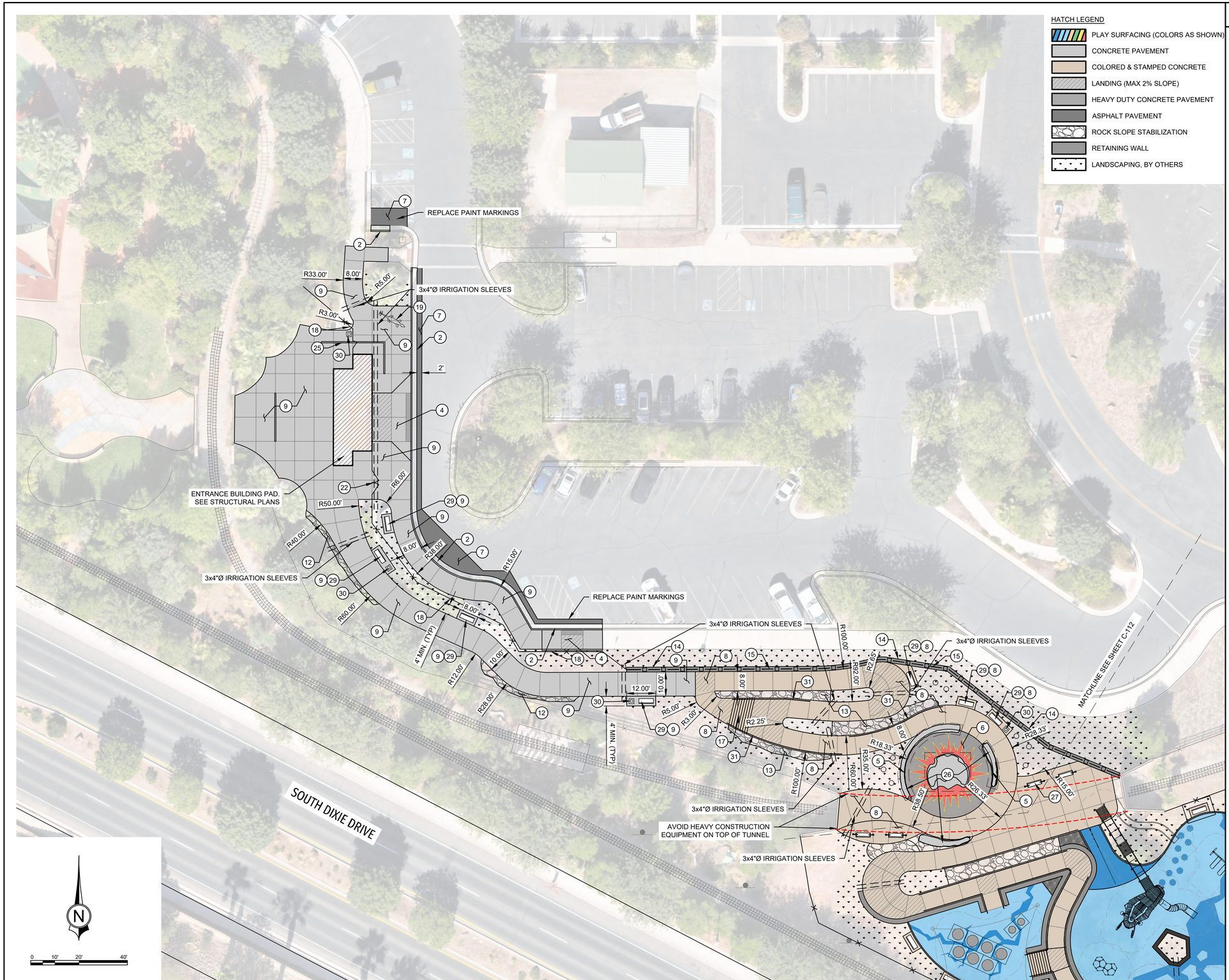
THIS AGREEMENT, made this _____ day of _____, 2026 by and between the City of St. George, hereinafter called "CITY" and Mint Construction, LLC doing business as a corporation hereinafter called "CONTRACTOR".

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

1. CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before **OCTOBER 13, 2026** and will complete the work on or before **JUNE 14, 2027** in accordance with the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
2. CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms Contained in the CONTRACT DOCUMENTS and GENERAL CONDITIONS for the sum of $3,710,224.61.
3. CONTRACTOR agrees to file a notice of commencement for this project with the Utah State Construction Registry no later than 15 days after commencement of physical construction of the WORK described in the CONTRACT DOCUMENTS. CONTRACTOR shall comply with all provisions of Title 38 Chapter 1b, Utah Code Annotated, relating to government construction projects.
4. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described therein. The term "CONTRACT DOCUMENTS" means and includes all documents included in the public request for bid. “GENERAL CONDITIONS” means the document so titled contained within the CONTRACT DOCUMENTS.
5. CITY will pay CONTRACTOR in the manner and at such times as set forth in the CONTRACT DOCUMENTS.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

CITY OF ST. GEORGE	MINT CONSTRUCTION, LLC
_____	_____
Jimmie B. Hughes, Mayor	Name of Signer, Title of Position
ATTEST:	APPROVED AS TO FORM: CITY ATTORNEY’S OFFICE
_____	_____
Christina Fernandez, City Recorder	Daniel Baldwin, Assistant City Attorney



HATCH LEGEND

- PLAY SURFACING (COLORS AS SHOWN)
- CONCRETE PAVEMENT
- COLORED & STAMPED CONCRETE
- LANDING (MAX 2% SLOPE)
- HEAVY DUTY CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- ROCK SLOPE STABILIZATION
- RETAINING WALL
- LANDSCAPING, BY OTHERS

ⓧ SITE KEYNOTES

NOTE: REFER TO OVEREXCAVATION REQUIREMENTS IN GEOTECHNICAL REPORT FOR PLAYGROUND EQUIPMENT, WALKING PATHS, AND BUILDING PADS.

1. CONSTRUCT HB30-7 CURB & GUTTER PER CITY OF ST. GEORGE STANDARD DRAWING NO. 100.
2. CONSTRUCT HB30-7 CURB & GUTTER - MODIFIED (RELEASE), 2% MIN. SLOPE AWAY FROM FACE OF CURB.
3. CONSTRUCT RU 30 CURB & GUTTER PER CITY OF ST. GEORGE CITY STANDARD DRAWING NO. 101.
4. CONSTRUCT ADA PEDESTRIAN ACCESS RAMP PER GRADING SHEETS & DETAIL D ON SHEET C-503.
5. CONSTRUCT 6"x12" COLORED FLUSH CURB & COORDINATE CURB PLACEMENT PER DETAIL D ON SHEET C-501.
6. FURNISH & INSTALL PLAYGROUND SURFACING W/ BASE. SEE DETAIL E ON SHEET C-504.
7. CONSTRUCT ASPHALT PAVEMENT TO MATCH EXISTING.
8. CONSTRUCT 4" COLORED & STAMPED CONCRETE FLATWORK. SEE DETAIL A ON SHEET C-501.
9. CONSTRUCT 4" CONCRETE FLATWORK. SEE DETAIL A ON SHEET C-501.
10. OVEREXCAVATE 24" AND REPLACE W/ APPROVED TOPSOIL.
11. CONSTRUCT 5" REINFORCED COLORED & STAMPED CONCRETE FLATWORK. SEE DETAIL B ON SHEET C-501.
12. CONSTRUCT 4' MAX HEIGHT ROCKERY WALL. SEE DETAIL F ON SHEET C-501.
13. CONSTRUCT ROCKERY SLOPE STABILIZATION. SEE DETAIL G ON SHEET C-501.
14. CONSTRUCT CONCRETE RETAINING WALL W/ DRAINAGE PIPE. SEE STRUCTURAL PLANS FOR DETAILS.
15. FURNISH AND INSTALL PEDESTRIAN GUARD RAIL. SEE DETAIL A ON SHEET C-502. SEE STRUCTURAL SHEETS FOR CONNECTION TO RETAINING WALL.
16. FURNISH AND INSTALL HAND RAIL. SEE DETAIL E ON SHEET C-502.
17. CONSTRUCT COLORED CONCRETE STEPS. SEE GRADING PLAN FOR ELEVATIONS. SEE DETAIL E ON SHEET C-501.
18. FURNISH AND INSTALL PERIMETER SAFETY FENCING. SEE DETAIL A ON SHEET C-503.
19. RELOCATE STEGOSAURUS BIKE RACK.
20. INSTALL PLAY EQUIPMENT, SEE SHEETS C-532 & C-533.
21. INSTALL 28' HEXAGON PAVILION. SEE SHEET C-541.
22. FURNISH & INSTALL PERIMETER SAFETY DOUBLE GATE. SEE DETAIL C ON SHEET C-503.
23. FURNISH & PLACE 24" UTELITE ROOT ZONE MIX MATERIAL PER DETAIL H ON SHEET C-501.
24. CONSTRUCT 18" COLORED CONCRETE PLANTER SEAT WALL. SEE DETAIL H ON SHEET C-501.
25. FURNISH & INSTALL PERIMETER SAFETY SINGLE GATE. SEE DETAIL B ON SHEET C-503.
26. CONSTRUCT ASTEROID PLAY AREA PER DETAIL A ON SHEET C-531
27. INSTALL SWINGING BENCH PER DETAIL E ON SHEET C-503.
28. INSTALL 8'x12' OVERHANG PAVILION. SEE SHEET C-542.
29. BENCH BY OTHERS.
30. GARBAGE CAN BY OTHERS.
31. FURNISH & INSTALL PEDESTRIAN RAIL. SEE DETAIL C ON SHEET C-502.
32. CONSTRUCT GFRC FAUX ROCK & SNOW SURFACING. SEE SHEET C-141 FOR PLACEMENT.
33. WOOD DECK AREA BY OTHERS.
34. WALL HAND RAIL PER DETAIL D ON SHEET C-502.
35. CONSTRUCT 8" REINFORCED COLORED & STAMPED CONCRETE FLATWORK. SEE DETAIL C ON SHEET C-501 FOR PAVEMENT SECTION.
36. ADJUST TRACKS TO GRADE PER DETAIL J & K ON SHEET C-501.
37. CONSTRUCT CONCRETE RETAINING SEAT WALL PER DETAIL I ON SHEET C-501.
38. FURNISH & INSTALL PLAYGROUND SURFACING W/ CONCRETE. SEE DETAIL F ON SHEET C-504.

CivilScience
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
435.986.0100

St.George
THE BRIGHTER SIDE

LICENSED PROFESSIONAL ENGINEER
JACOB A. HOWELL
No. 12144698
8/11/26
STATE OF UTAH

THUNDER JUNCTION ALL ABILITIES PARK, PHASE II

CITY OF ST. GEORGE, UTAH

REVISIONS			
MARK	DATE	DESCRIPTION
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ISSUE OF DRAWING
AS INSTRUMENTS OF SERVICE
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF CIVIL SCIENCE, AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH CIVIL SCIENCE, INC.

PROJECT NO:	24327
DATE:	AUGUST, 2026
DESIGN BY:	JEB
CHECKED BY:	JH
SHEET TITLE	

SITE PLAN

C-112

11 OF 33

FILENAME: L:\dwt\Projects\Active 2024\F24327.01 - St George City Thunder Junction Ph2\900 - CAD\A00 - Sheets\A327_C-110.dwg - PLOTTED:LWALKER - DATE:8/11/2026 2:07 PM



HATCH LEGEND

- PLAY SURFACING (COLORS AS SHOWN)
- CONCRETE PAVEMENT
- COLORED & STAMPED CONCRETE
- LANDING (MAX 2% SLOPE)
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24. CONSTRUCT 18" COLORED CONCRETE PLANTER SEAT WALL. SEE DETAIL H ON SHEET C-501.
25. FURNISH & INSTALL PERIMETER SAFETY SINGLE GATE. SEE DETAIL B ON SHEET C-503.
26. CONSTRUCT ASTEROID PLAY AREA PER DETAIL A ON SHEET C-531
27. INSTALL SWINGING BENCH PER DETAIL E ON SHEET C-503.
28. INSTALL 8'x12' OVERHANG PAVILION. SEE SHEET C-542.
29. BENCH BY OTHERS.
30. GARBAGE CAN BY OTHERS.
31. FURNISH & INSTALL PEDESTRIAN RAIL. SEE DETAIL C ON SHEET C-502.
32. CONSTRUCT GFRC FAUX ROCK & SNOW SURFACING. SEE SHEET C-141 FOR PLACEMENT.
33. WOOD DECK AREA BY OTHERS.
34. WALL HAND RAIL PER DETAIL D ON SHEET C-502.
35. CONSTRUCT 8" REINFORCED COLORED & STAMPED CONCRETE FLATWORK. SEE DETAIL C ON SHEET C-501 FOR PAVEMENT SECTION.
36. ADJUST TRACKS TO GRADE PER DETAIL J & K ON SHEET C-501.
37. CONSTRUCT CONCRETE RETAINING SEAT WALL PER DETAIL I ON SHEET C-501.
38. FURNISH & INSTALL PLAYGROUND SURFACING W/ CONCRETE. SEE DETAIL F ON SHEET C-504.

CivilScience
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
435.986.0100

St.George
THE BRIGHTER SIDE

LICENSED PROFESSIONAL ENGINEER
JACOB A. HOWELL
No. 12144698
8/11/26
STATE OF UTAH

THUNDER JUNCTION ALL ABILITIES PARK, PHASE II

CITY OF ST. GEORGE, UTAH

REVISIONS			
MARK	DATE	DESCRIPTION
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BRIEF OF OWNERSHIP:
THIS DOCUMENT AND THE INFORMATION CONTAINED IS THE PROPERTY OF CIVIL SCIENCE, ENGINEERING AND THE INFORMATION CONTAINED HEREIN SHALL NOT BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF CIVIL SCIENCE, INC.

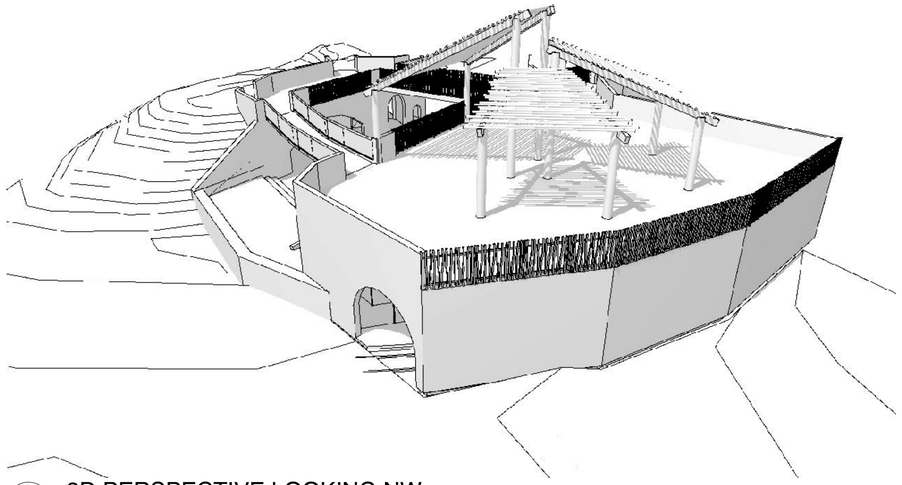
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CHECKED BY:	JH
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SITE PLAN

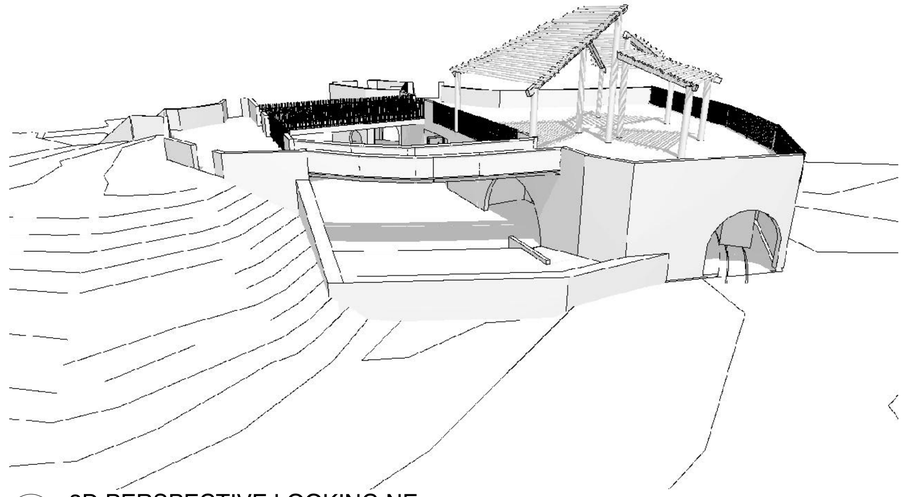
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12 OF 33

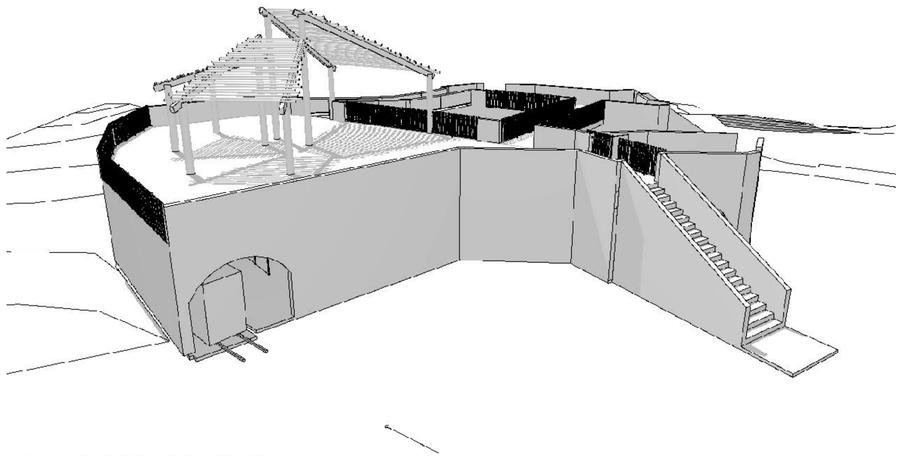
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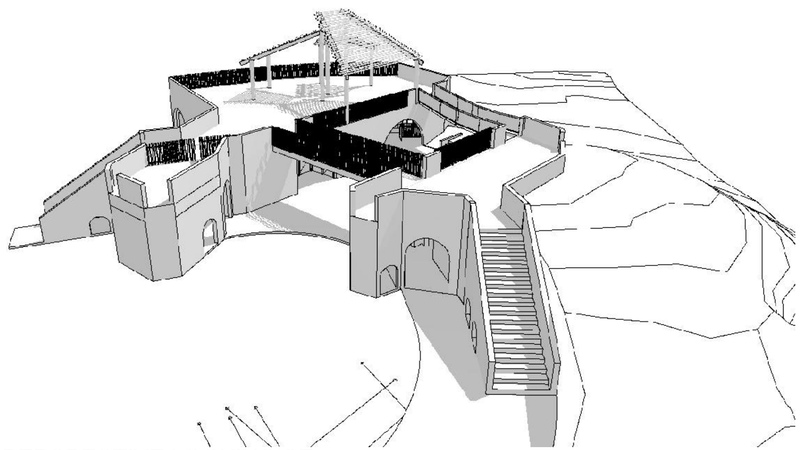
4 A0.04 3D PERSPECTIVE LOOKING NW



3 A0.04 3D PERSPECTIVE LOOKING NE



2 A0.04 3D PERSPECTIVE LOOKING SW



1 A0.04 3D PERSPECTIVE LOOKING SE

CivilScience

G.H. TURNER DESIGN
ARCHITECTS

St.George
THE BRIGHTER SIDE

STATE OF UTAH
GREGORY HARRY TURNER
No. 13317759-0301
LICENSED ARCHITECT

THUNDER JUNCTION (PHASE 2)
RESTROOMS AND TRAIN PLATFROM

USE OF DRAWINGS
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF CIVIL SCIENCE, INC. PROFESSIONAL SERVICE, IS AND SHALL REMAIN THE PROPERTY OF CIVIL SCIENCE, INC. AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT EXCEPT FOR THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED AND PUBLISHED WITHOUT THE PRIOR WRITTEN CONSENT OF CIVIL SCIENCE, INC.

MARK	DATE	DESCRIPTION
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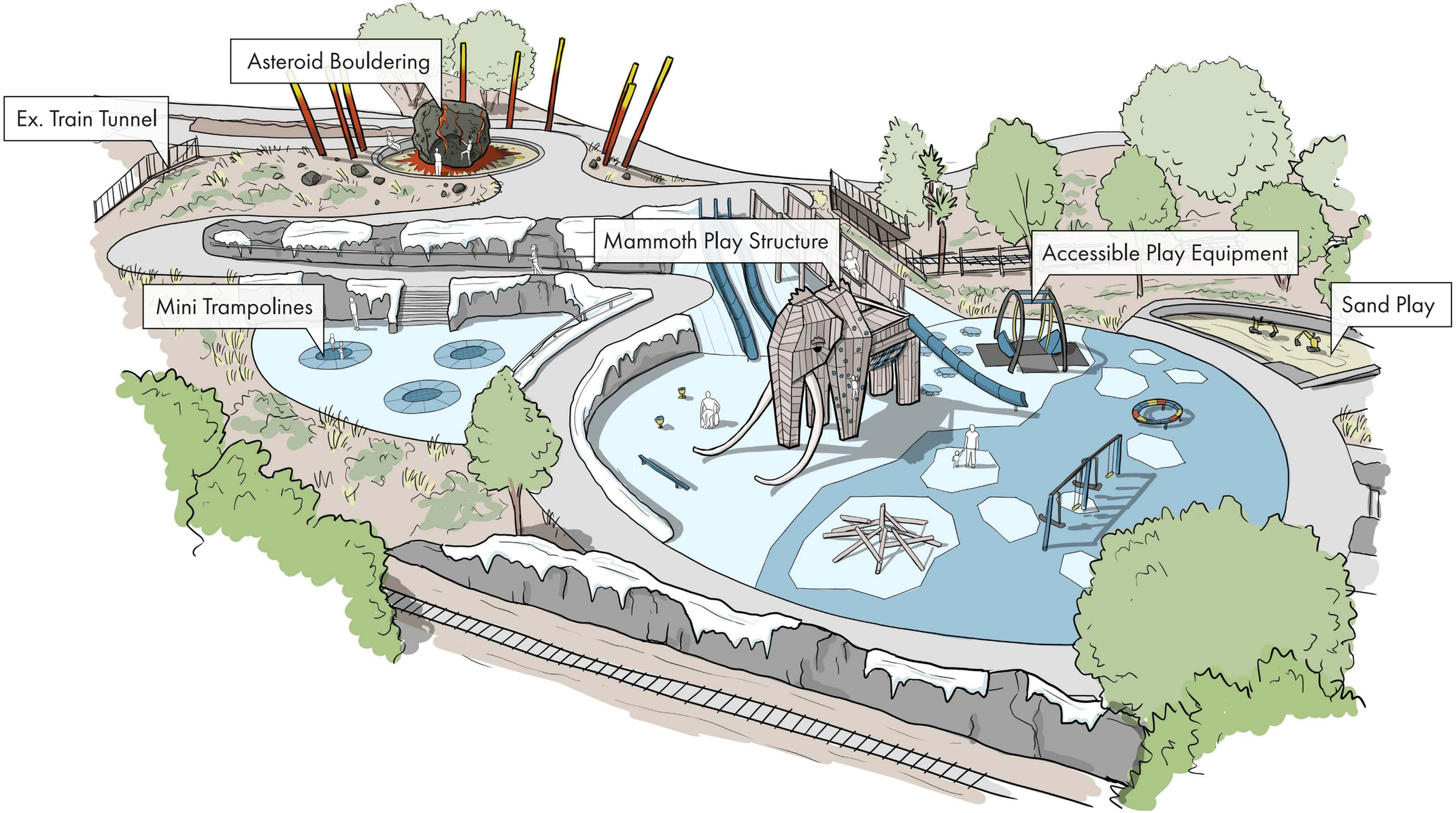
PROJECT NO: 24327
DATE: JULY, 2026
DESIGN BY: DDW
CHECKED BY: —
SHEET TITLE

ISSUED:

RENDERINGS

A0.04

Printed: 8/10/26

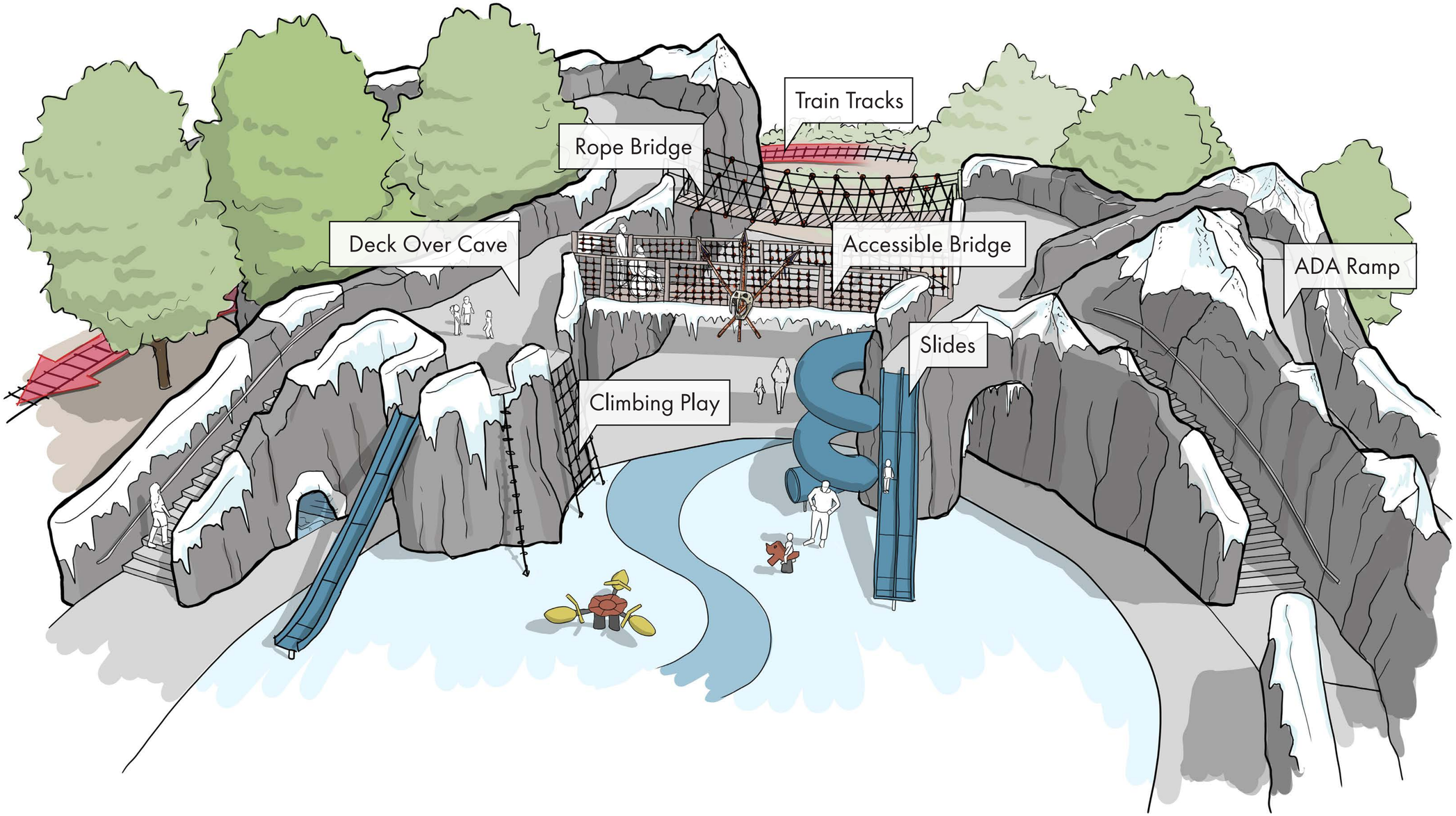


Asteroid and Mammoth Play Area

St.George

Civil Science

Designs and images shown are preliminary and subject to change.



Snowy Mountain (Over Train Stop)

St.George Civil Science

Designs and images shown are preliminary and subject to change.



Train Stop Cave

Designs and images shown are preliminary and subject to change.

St.George

Civil Science



Train Stop Cave

Designs and images shown are preliminary and subject to change.

St.George

Civil Science



Train Stop Cave - Santa

Designs and images shown are preliminary and subject to change.

Agenda Date: 10/01/2026 **Agenda Item Number:** 3d

Subject:

Consider approval of an agreement to purchase a portion of real property (SG-MDE-2-9-A) from Steven & Kali Sorensen.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

3908 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 initiated an offer to purchase the property to provide a permanent solution and protect the floodway and sewer easement. The City has a reimbursement agreement with the Washington County Flood Control Authority for reimbursement of this property purchase. The total purchase amount is set at $9,025.

Staff Narrative (need/purpose):

The acquisition of 0.2827 acres of SG-MDE-2-9-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 entire cost of this real property purchase will be reimburse by the Washington County Flood Control Authority.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Recommend approval

Attachments

St.George
THE BRIGHTER SIDE

AGREEMENT TO PURCHASE REAL PROPERTY

The City of St. George, a Utah municipal corporation, (the "City"), and Steven Gary Sorensen and Kali N. Sorensen, as Joint Tenants, ("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 3908 S. Quarry Ridge Drive, and identified as Washington County Tax Parcel SG-MDE-2-9-A. The total acreage is approximately 0.2827 acres.

B. The City desires to acquire real property consisting of a portion of parcel SG-MDE-2-9-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 encumbered by 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 Purchase Price. On the terms and conditions stated below, the City shall pay Seller the amount of nine thousand twenty-five dollars ($9,025.00) (the "Purchase Price") for the Property.

2 Floodway and Utility Easement Encroachment. The City shall remove material and grade, smooth, and prepare the Property to comply with the requirements of property being in a floodway and sewer outfall line easement.

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

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

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

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

(1) Physical Condition. The City shall approve of the physical condition and circumstances of the Property. To facilitate the City's approval, within 5 days of the Effective Date Seller shall disclose to the City all documents in Seller's possession, or issues of which Seller is aware, affecting the physical condition of the property, including but not limited to patent or latent defects, soils, and the presence of any hazardous materials. Further, Seller hereby grants to the City and the City's agents and consultants a license to enter upon the Property for the purpose of conducting, at the City's sole expense, the City's review of the Property. Seller shall reasonably cooperate with the City in the inspection of the Property; provided however that Seller shall not be required to incur any expenses with regard to the City's inspection. The City shall indemnify, defend, and 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 further written consent from Seller. At time of execution of this instrument, the City affirms that it has approved the physical conditions and circumstances of the Property.

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

which may be removed through the payment of funds, including but not limited to taxes not yet due but appearing as a lien on title to the Property, the City may elect to proceed to complete the Purchase and may, at the City's sole discretion, direct Escrow Agent to pay from the Purchase Price any amounts necessary to secure the release of any such encumbrances.

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

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

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

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

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

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

(a) Authority. Seller has all requisite power and authority to execute and deliver this instrument, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this instrument, and the performance by Seller of its obligations hereunder, have been duly and validly authorized by all necessary action on behalf of Seller. This instrument has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar law relating to or affecting the rights of creditors generally, or by general equitable principles.

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

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

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

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

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

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

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

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

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

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

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

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

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

7 Miscellaneous Provisions

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

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

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

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

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

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

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

(h) Waiver. Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of this instrument, nor the waiver of any breach of any of the terms and conditions of this instrument, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

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

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

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

If delivered to the City:	City of St. George Attn: Public Works Director 61 S. Main St. St. George, UT 84770
with a simultaneous copy to:	City of St. George Attn: City Attorney 61 S. Main St. St. George, UT 84770

If delivered to Seller: Steven and Kali Sorensen
3784 S 1500 E Cir #204
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.

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

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

***

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES FOLLOW]

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

CITY OF ST. GEORGE

_____ By: _____
Date Jimmie B. Hughes, Mayor

Attested: By: _____
Christina Fernandez, City Recorder

Approved: By: _____
Alicia Carlton, Assistant City Attorney

8/31/26 By: _____
Date Steven Gary Sorensen, Owner

8.31.2026 By: _____
Date Kali N. Sorensen, Owner

Exhibit A

(the westerly portion of SG-MDE-2-9-A to the City of St. George – Area 4)

Commencing at the East Quarter Corner of Section 16, Township 43 South, Range 15 West, Salt Lake Base & Meridian; thence 1,043.11 feet S 01°09'50" W; thence 3,094.68 feet N 88°50'10" W to the POINT OF BEGINNING;
thence S 05°14'36" W 126.26 feet;
thence N 88°50'00" W 107.75 feet;
thence N 14°05'44" E 129.216 feet;
thence S 88°50'00" E 87.81 feet to the POINT OF BEGINNING.

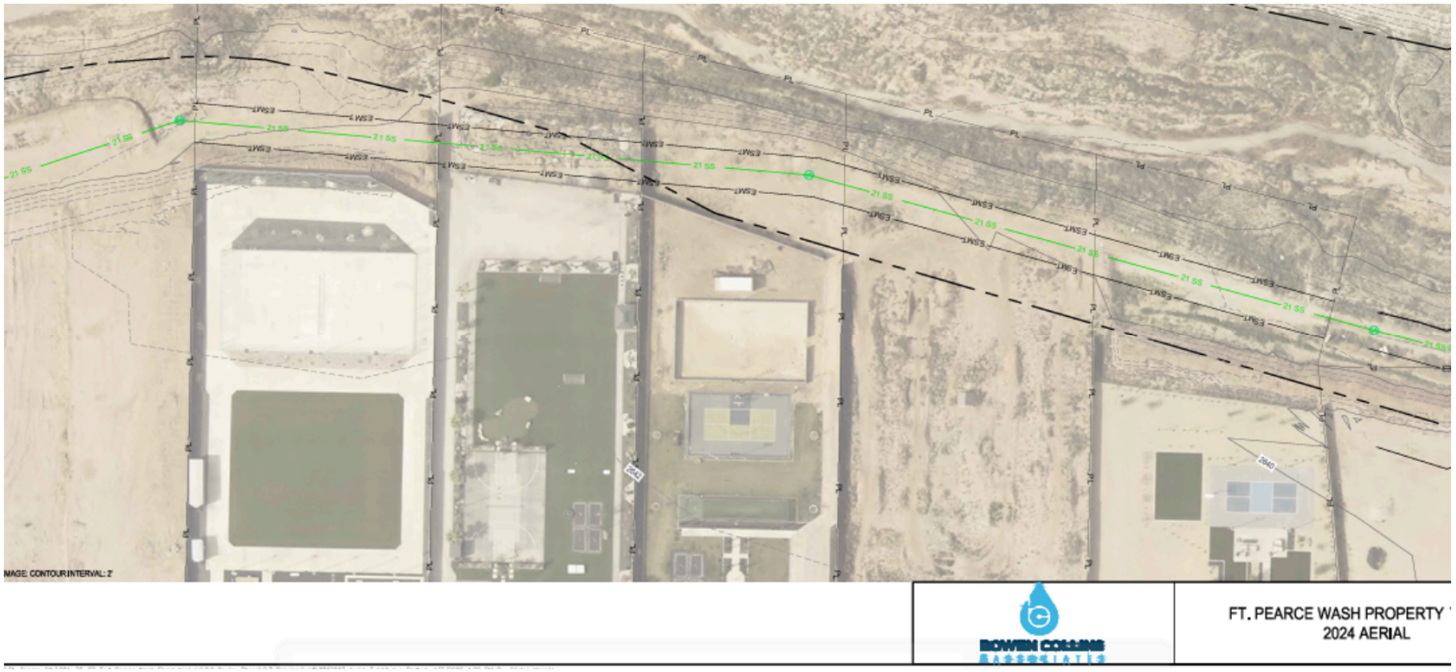
Containing 12,314.72 square feet or 0.2827 acres, more or less.

Property Value Worksheet

Assumed Values:

Floodway	Price/Acre	25,000
Easement & Floodway	Price/Acre	25,000
Floodplain	Price/Acre	50,000
Sewer & Floodplain	Price/Acre	50,000
Easement Only	Price/Acre	50,000

Owner	Lot	Property Address	Total Area Sq. Ft.	Total Purchase Price	Floodway Acres		Sewer & Floodway Acres		Floodplain Acres		Floodplain & Easement Acres		Easement Only Acres	
Sorensen	SG-MDE-2-9-A	3908	12,315	**$ 9,025**	0.194	$4,850	0.011	$ 275	0.015	$ 750	0.063	$3,150	0	$ -





SHEET 1-1

DATE Feb. 1, 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 B

Area 1 thru 5
to the City of St. George

Agenda Date: 10/01/2026 **Agenda Item Number:** 3e

Subject:

Consider approval of Purchase and Sale Agreement with the Church of Jesus Christ of Latter-day Saints to purchase right-of-way for a trail (widened sidewalk) along 3000 East.

Item at-a-glance:

Staff Contact: Paul Stead

Applicant Name: City of St George

Reference Number: 26-265

Address/Location:

1295 South 3000 East

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

The trail along 3000 East is on the St. George Park and Trails Masterplan. There is a gap along the 3000 East trail from 1140 South to 1350 south on the east side of 3000 East. The City has been working on completing this trail over the last few years and this is the final section to complete the trail along 3000 East. The City has negotiated a purchase for an additional 5 feet of ROW to bring the sidewalk to a full 10' width to match the rest of the trail. The negotiated purchase price is $14,770. Staff recommends approval.

Staff Narrative (need/purpose):

The trail along 3000 East is on the St. George Park and Trails Masterplan. There is a gap along the 3000 East trail from 1140 South to 1350 south on the east side of 3000 East. The City has been working on completing this trail over the last few years and this is the final section to complete the trail along 3000 East. The City has negotiated a purchase for an additional 5 feet of ROW to bring the sidewalk to a full 10' width to match the rest of the trail. The negotiated purchase price is $14,770. Staff recommends approval.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $14,770.00

Amount approved in current FY budget for item: $18,323

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

funding source:

44-4400-7300 Park Impact Fund will be used for this purchase

Description of funding source:

44-4400-7300 - Park impact Fund

Recommendation (Include any conditions):

Approve

Attachments

SUMMARY OF
PURCHASE AND SALE AGREEMENT

PN: 557-1707

This Summary of Purchase and Sale Agreement (this "**Term Summary**") is a part of the Agreement (defined below).

"Seller":	**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
"Seller Address":	50 E. North Temple St., 12th Floor Salt Lake City, Utah 84150 Attn: Ireta Ringer [PN 557-1707] Email: Ireta.ringer@churchofjesuschrist.org
"Seller Representative":	Curtis Carlson
"Buyer":	City of St. George, a Utah municipal corporation
"Buyer Address":	61 S Main Street St. George, UT 84770 Attn: Craig Harvey; Paul Stead Email: craig.harvey@sgcityutah.gov; paul.stead@sgcityutah.gov
"Buyer Representative":	Craig Harvey; Paul Stead
"Real Property":	Acreage: ~0.048 acres (2,110 sf) Address: 1295 S. 3000 E. City/State/Zip: St. George, UT 84790 County: Washington Tax Parcel No(s).: a portion of SG-6496 Legal Description and Depiction: See **Exhibit A**.
"Escrow Agent" and "Title Company":	Fidelity National Title NCS Utah 170 S. Main St., Suite 1075 Salt Lake City, Utah 84101 Attn: Hillary Morgan Email: hillary.morgan@fnf.com
"Seller Broker":	**Transaction Contact**: CBRE, Inc., 222 S. Main St., 4th Floor, Salt Lake City, UT 84101, Attn: Curtis Carlson, Email: curtis.carlson@cbre.com.
"Buyer Broker":	None.
"Purchase Price":	$14,770.00
"Earnest Money":	$0.00
Key Dates:	
"Closing Date":	The date which is 30 days after the Effective Date
"Intended Use":	Buyer's intended use of the Property as: Public sidewalk
"Transaction Expense Chart":	The following transaction expenses will be allocated as follows:

#	Closing Item	Buyer's Share of Costs	Seller's Share of Costs	Not Applicable (if checked)
1.	Inspections	100%	0%	☐

2.	Survey	100%	0%	☐
3.	Deed preparation & recording fees	100%	0%	☐
4.	Phase I report	100%	0%	☐
5.	Standard owner's title policy	100%	0%	☐
6.	Extended coverage & title endorsements	100%	0%	☐
7.	Transfer taxes	100%	0%	☐
8.	Rollback taxes	100%	0%	☐
9.	Seller's broker commission	0%	0%	☒
10.	Buyer's broker commission	0%	0%	☒
11.	Escrow charges & fees	100%	0%	☐

"**Buyer Relationship Disclosure"**:	Check the box that applies:	
	☒	Buyer **does not** have a personal, business or other relationship with Seller and its affiliates, other than the sale of the Property; or
	☐	Buyer **does** have a personal, business or other relationship with Seller or its affiliates other than the sale of the Property, which is:
	☐	a currently serving ecclesiastical leader of a unit of The Church of Jesus Christ of Latter-day Saints where the Property is located;
	☐	an employee of Seller or its affiliates;
	☐	a relative of an employee of Seller or its affiliates; and/or
	☐	a hired agent of Seller or its affiliates.

Buyer's Initials: _____ **Seller's Initials:** _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made effective as of the Effective Date by **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole, f/k/a Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("**Seller**"), and **CITY OF ST. GEORGE**, a Utah municipal corporation ("**Buyer**").

RECITALS

A. This Agreement concerns the Property located in the county and state set forth in the Term Summary and as more fully described below.

B. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property on the terms and conditions in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Definitions. The capitalized terms used in this Agreement will have the meaning given them in this Agreement (including the Term Summary and **Schedule 1**).

2. Purchase Agreement. Subject to this Agreement, Seller will sell to Buyer, and Buyer will purchase from Seller, the Property.

3. Purchase Price. Buyer will pay the Purchase Price to Seller at Closing, subject to the prorations, credits and adjustments in this Agreement.

4. Survey and Title Review.

4.1. **Survey**. Buyer may, at Buyer's expense, obtain an ALTA survey for the Property by either obtaining a new survey or updating any survey furnished by Seller ("**Survey**"). If Buyer elects to obtain a Survey, then such Survey will be certified to both Seller and Buyer.

4.2. **Title Policy**.

4.2.1. **Form of Policy**. At Closing, Escrow Agent will issue to Buyer a standard owner's policy of title insurance in the amount of the Purchase Price insuring Buyer as the fee owner of the Property, subject to the Permitted Exceptions ("**Title Policy**"). Buyer may obtain extended coverage or such endorsements to the Title Policy as Buyer may reasonably request, provided that obtaining extended coverage or any endorsements will not be a condition to Closing.

4.2.2. **Primary Recourse**. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges that it is relying on the Title Policy for matters affecting title to the Property. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any representation, warranty or covenant made by Seller in this Agreement or the Deed, then Buyer will not assert any claim against Seller until all remedies available to Buyer under the Title Policy have been exhausted and any recovery from Seller will be reduced by any recourse received by Buyer under the Title Policy. This **Section 4.2.2** will survive the Closing and recording of the Deed.

5. Closing.

5.1. **Time & Place**. Closing for the Purchase and Sale Transaction will take place in the offices

of Escrow Agent, or its affiliate if required, on the Closing Date. Neither Seller nor Buyer will be required to physically attend the Closing in the offices of Escrow Agent.

5.2. **Seller's Deliverables**. At Closing, Seller will deliver, or cause to be delivered to Escrow Agent and Buyer, as applicable:

5.2.1. **Deed**. The Deed, fully executed and properly acknowledged by Seller.

5.2.2. **Temporary Construction License**. A temporary construction license ("**TCL**") for landscape restoration, fully executed by Seller, in the substance of **Exhibit 5.2.2**.

5.2.3. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Seller's prior approval thereof, which approval may not be unreasonably withheld).

5.3. **Buyer's Deliverables**. At the Closing, Buyer will deliver to Escrow Agent:

5.3.1. **Purchase Price**. The Purchase Price, and any additional funds required by this Agreement for closing costs, prorations, and other fees and expenses related to the Closing.

5.3.2. **Temporary Construction License**. The TCL, fully executed by Buyer.

5.3.3. **Other Deliverables**. Such other funds, instruments and documents reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents will be subject to Buyer's prior approval thereof, which approval will not be unreasonably withheld).

5.4. **Prorations & Closing Costs**.

5.4.1. **Allocation of Costs**. The parties will pay those expenses allocated to such party on the Transaction Expense Chart. Any other expenses not allocated in the Transaction Expense Chart will be paid in accordance with the local customs of the state, county and municipality where the Property is located. Except as set forth in the Transaction Expense Chart, each party will bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and other activities relating to the Purchase and Sale Transaction.

5.4.2. **Taxes**. All real property taxes and assessments accrued for the current year will be prorated between the parties as of Closing and will be based on the most current real property tax bill available.

5.4.3. **Utilities**. Payments to all utility and other service providers related to the Property will be prorated between the parties as of Closing.

5.4.4. **Sales Tax**. All sales or use taxes, proceeds or other taxes (not including general state and federal income taxes of Seller, if any) imposed upon this transaction by any state or local entity will be paid by Buyer.

5.5. **Possession**. Buyer will be entitled to possession of the Property at Closing.

5.6. **Governing Approvals**. CLOSING IS CONTINGENT UPON SELLER RECEIVING APPROVAL FROM SELLER'S GOVERNING CORPORATE COMMITTEES BEFORE THE CLOSING DATE ("**Governing Approvals**"). The foregoing condition is intended solely for the benefit of Seller and is a material inducement to Seller entering into this Agreement and consummating the Purchase and Sale Transaction. If Seller has not obtained the Governing Approvals before the Closing Date, then this Agreement will automatically terminate and the Earnest Money will be returned to Buyer.

6. Closing Conditions.

6.1. **Buyer's Conditions**. Buyer's obligations to consummate the Purchase and Sale Transaction are specifically conditioned on the satisfaction of each of the following at Closing:

6.1.1. **Deliverables**. Seller's delivery of the materials required under **Section 5.2** and Seller's material satisfaction of its obligations in this Agreement.

6.1.2. **Title Policy**. Title Company is irrevocably committed to issue the Title Policy.

6.1.3. **Representations**. Seller's representations made in this Agreement are true and correct in all material respects.

6.2. **Seller's Conditions**. Seller's obligations to consummate the Purchase and Sale Transaction are specifically conditioned on the satisfaction of each of the following at Closing:

6.2.1. **Deliverables**. Buyer's delivery of the materials and funds required under **Section 5.3** and Buyer's material satisfaction of its obligations in this Agreement.

6.2.2. **Title Policy**. Title Company is irrevocably committed to issue the Title Policy.

6.2.3. **Representations**. Buyer's representations made in this Agreement are true and correct in all material respects.

6.2.4. **Governing Approvals**. Seller has obtained the Governing Approvals as more fully set forth in **Section 5.6**.

6.3. **Failure of Condition**.

6.3.1. **Failure of Buyer Condition**. If any Buyer Condition is not satisfied at Closing, then Buyer may either: (i) waive such unsatisfied Buyer Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Seller written notice thereof, whereupon the Earnest Money will be returned to Buyer and this Agreement will terminate. If a Buyer Condition is not satisfied due to a Seller Default, then Buyer will, in addition to the foregoing, have the remedies in **Section 11.2**.

6.3.2. **Failure of Seller Condition**. If any Seller Condition is not satisfied at Closing, then Seller may either: (i) waive such unsatisfied Seller Condition and proceed to consummate the Purchase and Sale Transaction; or (ii) terminate this Agreement by giving Buyer written notice thereof, whereupon the Earnest Money will be returned to Buyer, except if such unsatisfied Seller Condition is a result of a Buyer Default, in which event Seller will have the remedies in **Section 11.1** including the right to receive the Earnest Money.

7. Representations.

7.1. **Seller Representations**. Seller, to Seller's Current Knowledge, as of the Effective Date and again at the Closing, represents to Buyer that:

7.1.1. **Organization & Standing**. Seller is duly formed, validly existing and in good standing under the laws of the state of its formation. Subject to obtaining the Governing Approvals, Seller has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Seller pursuant to this Agreement, and, subject to obtaining the Governing Approvals, to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Seller.

7.1.2. **Binding Agreement**. Subject to obtaining the Governing Approvals, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution

of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.1.3. **No Litigation**. There are no current actions, suits, or proceedings at law or in equity before any judicial body or governmental agency affecting or involving the Property.

7.1.4. **No Bankruptcy**. Seller has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

7.1.5. **Non-Foreign Person**. Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445 and the regulations promulgated thereunder.

The representations by Seller in this **Section 7.1** will terminate concurrently with and not survive Closing.

7.2. **Buyer's Representations**. Buyer, to Buyer's Current Knowledge, as of the Effective Date and again at Closing, represents to Seller that:

7.2.1. **Organization & Standing**. Buyer is duly formed, validly existing and in good standing under the laws of the State of its formation. Buyer has full power and authority to enter into and perform this Agreement and all documents, instruments and agreements entered into by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby and thereby. This Agreement has been executed, and such other documents, instruments and agreements have been or will be executed, by a duly authorized representative of Buyer.

7.2.2. **Binding Agreement**. This Agreement is binding and enforceable against Buyer in accordance with its terms, and upon Buyer's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Buyer in accordance with their terms.

7.2.3. **No Bankruptcy**. Buyer has not made any assignment for the benefit of creditors, filed any petition in bankruptcy, been adjudicated insolvent or bankrupt, petitioned or applied for any receiver, conservator or trustee of it or any of its property or assets, or commenced any action or proceeding under any reorganization arrangement, readjustment of debt, conservation, dissolution or liquidation law or statute of any jurisdiction.

7.2.4. **Buyer Relationship Disclosure**. The Buyer Relationship Disclosure set forth on the Term Summary is true and correct in all material respects.

The representations by Buyer set forth in this **Section 7.2** will terminate at and not survive the Closing.

8. As Is Purchase.

8.1. **Disclaimer**. Except as expressly set forth in the Deed delivered at Closing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property; (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including any environmental laws or any zoning codes); (v) the size, dimensions or square footage of the Property; or (vi) the fitness of the Property for any particular purpose (including the current or any future use thereof).

8.2. **Acceptance**. SUBJECT TO THE EXPRESS TERMS OF THIS AGREEMENT, BUYER ACKNOWLEDGES FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS THAT BUYER WILL BE ACQUIRING THE

PROPERTY BASED SOLELY UPON BUYER'S OWN INVESTIGATION AND INSPECTION THEREOF. SELLER AND BUYER AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED DELIVERED AT CLOSING, THE PROPERTY WILL BE SOLD AND BUYER WILL ACCEPT TITLE TO AND POSSESSION OF THE PROPERTY AT CLOSING IN ITS "**AS IS, WHERE IS CONDITION, WITH ALL FAULTS**," WITH NO RIGHT OF SET OFF OR REDUCTION IN THE PURCHASE PRICE, AND THAT EXCEPT AS SET FORTH IN THE DEED DELIVERED AT CLOSING, SUCH SALE WILL BE WITHOUT REPRESENTATION, CERTIFICATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION, CERTIFICATION OR WARRANTY.

8.3. **General Release**. Upon the Close of Escrow, Buyer and Seller, on behalf of themselves and their successors, assigns and representatives, do hereby release each other, except as expressly set forth in the Deed, and each other's employees, officers, directors, agents, representatives, managers, members, affiliates, parent companies, and the successors and assigns of each of the foregoing from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses, or compensation whatsoever, including attorneys' fees, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which either may have at Closing or which may arise in the future on account of or in any way arising out of or connected with this Agreement. Buyer and Seller understand the significance of executing this Agreement and the general release of claims set forth above.

8.4. **Material Inducement**. Buyer hereby agrees and acknowledges that this **Section 8** is a material inducement to Seller's sale of the Property, and that Seller would not sell or transfer the Property to Buyer without Buyer's express agreement to this **Section 8**. This **Section 8** will survive the Closing and the recording of the Deed.

9. Risk of Loss.

9.1. **Risk of Loss**. Except as set forth in this **Section 9**, the risk of loss of the Property will be on Seller until the Close of Escrow.

9.2. **Casualty**.

9.2.1. **Minor Casualty**. If the Property is damaged by any casualty before Closing, and the loss in value to the Property because of such casualty ("**Casualty Loss Value**"), as estimated by Seller, in its sole but reasonable discretion, is less than or equal to ten percent (10%) of the Purchase Price, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided herein, without any adjustment to the Purchase Price. Notwithstanding the foregoing, in no event will Seller commit any waste of the Property.

9.2.2. **Major Casualty**. If the Property is damaged by any casualty before Closing, and the Casualty Loss Value, as estimated by Seller, in its sole but reasonable discretion, is more than ten percent (10%) of the Purchase Price, then either party may terminate this Agreement by written notice to the other party given not more than ten (10) days after receipt of written notice of Seller's estimate of the Casualty Loss Value, which notice Seller will give no later than thirty (30) days after the casualty. If neither party terminates this Agreement pursuant to this **Section** 9.2.2, then this Agreement will continue in full force and effect and the Closing will occur as otherwise provided in this Agreement, without any adjustment to the Purchase Price.

10. Broker Commission. Except as disclosed in the Term Summary, Buyer and Seller each represents and warrants that they have not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Except as otherwise set forth in the Transaction Expense Chart, Buyer and Seller will each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement based on any act by or agreement or contract with the indemnifying party asserted by anyone, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit following the Closing. Any brokerage agreement between Buyer and Seller with their respective broker(s) will be memorialized by separate agreement. No brokerage fees or commissions will be based on or governed by this Agreement. This **Section 10** will survive the Closing.

11. Remedies & Termination.

11.1. **Seller's Remedies**. If Buyer defaults in any of its covenants or other obligations in this Agreement ("**Buyer Default**"), then Seller will give Buyer written notice of such default and thereafter Buyer will have five (5) Business Days to cure such default. If such Buyer Default remains uncured after any applicable cure period, then Seller may, as its remedies for such Buyer Default, either: (i) waive the effect of such Buyer Default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; or (ii) terminate this Agreement, whereupon Escrow Agent will disburse the Earnest Money to Seller as liquidated damages. SELLER AND BUYER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER DUE TO A BUYER DEFAULT AND THAT A REASONABLE ESTIMATE OF SUCH DAMAGES IS THE AMOUNT OF THE EARNEST MONEY. Notwithstanding anything in this Agreement to the contrary, this **Section 11.1** will not limit any right to indemnification and restoration in favor of Seller in this Agreement.

11.2. **Buyer's Remedies**. If Seller defaults in any of its covenants or other obligations in this Agreement ("**Seller Default**"), then Buyer will give Seller written notice of such Seller Default and thereafter Seller will have five (5) Business Days to cure such default. If such Seller Default remains uncured after any applicable cure period, Buyer may, as its sole remedies for such Seller Default, either: (i) waive the effect of such default and proceed to consummate the Purchase and Sale Transaction in accordance with this Agreement; (ii) terminate this Agreement in accordance with **Section 11.3** below, whereupon the Earnest Money will be returned to Buyer; or (iii) bring an appropriate action for specific performance of this Agreement no later than thirty (30) days of such Seller Default. All rights and remedies contained in this **Section 11.2** will be non-cumulative and exclusive. In no event will Buyer be entitled to any punitive, special, or consequential damages of any kind.

11.3. **Termination**. If Buyer or Seller elects to terminate this Agreement pursuant to its terms, the terminating party will deliver notice of such termination to the other party and Escrow Agent (provided, any failure to deliver notice to Escrow Agent will not invalidate such termination notice). Upon receipt of notice delivered pursuant to the immediately preceding sentence, or upon an automatic termination in accordance with this Agreement, Escrow Agent will return all documents deposited with Escrow Agent to the party who supplied such documents, and this Agreement will terminate and the parties will have no further rights or obligations other than those that expressly survive the termination of this Agreement. Seller and Buyer will each pay half of any escrow termination fees or costs, except for a termination due to Seller Default or Buyer Default, in which instance the defaulting party will pay such fees and costs.

12. Intentionally deleted.

13. Notices.

13.1. **Means of Delivery**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement will be in writing and will be given by either: (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) email. In all events, notice will only be deemed given if properly addressed to Seller or Buyer as applicable, at the addresses in the Term Summary (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section). Copies of all notices given to Seller or Buyer will be given to Escrow Agent (provided, however, any omission on the part of either party to provide a copy of the applicable notice to Escrow Agent will not affect the effectiveness of the notice if properly provided to the other parties as described above).

13.2. **Timing**. Notice will be deemed given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed; provided, however, if such notice is given after 5:00 pm Utah time, then such notice will be deemed given on the next Business Day. Notice will be deemed received on the date on which the notice is actually received or delivery is refused; provided, however, if such notice is received after 5:00 pm Utah time, then such notice will be deemed received on the next Business Day.

14. Miscellaneous.

14.1. **Entire Agreement**. This Agreement (including the Term Summary and the exhibits and schedules attached hereto) sets forth the entire understanding of the parties with respect to the matters in this Agreement, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein. This Agreement cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

14.2. **Successors & Assigns**. Seller may assign its rights and obligations under this Agreement to any entity to which it transfers the Property prior to Closing, provided such entity assumes Seller's obligations under this Agreement and thereafter notice of such assignment is given to Buyer. Buyer will not assign, transfer or convey any of its rights and obligations under this Agreement to any other person or entity, without Seller's prior written consent, which consent Seller may withhold in its sole discretion. Notwithstanding the preceding sentence, Buyer may designate a different entity to take title to the Property at Closing (provided Buyer delivers Seller notice thereof no later than five (5) Business Days prior to Closing). This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

14.3. **Additional Acts**. The parties will promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

14.4. **Headings**. The headings in this Agreement are for reference only and will not limit or define the meaning of any provision of this Agreement.

14.5. **Defined Terms**. If there is a conflict or inconsistency in the meaning of the capitalized terms in the Term Summary and any other provision in this Agreement, the meaning set forth in the Term Summary will prevail.

14.6. **Business Days**. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

14.7. **Time of the Essence**. With respect to all dates and periods in this Agreement, time is of the essence and such dates and periods will be strictly enforced.

14.8. **Construction**. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms in this Agreement will be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of construction that provides that ambiguous or conflicting terms should be construed against the party who (or whose attorney) prepared this Agreement or any earlier draft of the same. If there is any conflict or ambiguity between the terms of this Agreement and the terms of any document, instrument or other agreement executed in connection herewith, the same will be consistently interpreted in such manner as to give effect to the general purposes and intentions expressed in this Agreement, which will be deemed to prevail and control.

14.9. **Interpretation**. Wherever the context requires in construing this Agreement, the use of a gender will include both genders, use of the singular will include the plural, and use of the plural will include the singular. In calculating when a date occurs or a period begins and ends, the words "from" and "after" mean "from and including," and the words "to" and "until" mean "to and including." Except as expressly stated otherwise, the words "hereof," "herein," "hereunder," and "hereby" refer to this Agreement in its entirety and not a particular provision. The words "including," "includes," and "include" are to be read as if they were followed by the phrase "without limitation." Except as expressly set forth in this Agreement, all references to a time of day are references to local time in Salt Lake City, Utah.

14.10. **No Third-Party Beneficiary**. No term of this Agreement or the exhibits hereto is intended to be, nor will any such term or provision be construed to be, for the benefit of any person or entity (including any broker) not a party hereunder.

14.11. **Survival**. Only as specifically provided in this Agreement will any terms of this

Agreement survive Closing or termination. Any such matters that expressly survive Closing or the termination of this Agreement will be subject to any time limitations set forth herein, and, with respect to terms that survive Closing, will not merge into any deed, assignment or other instrument executed or delivered pursuant hereto. All claims for breach of such surviving terms or for material misrepresentation and indemnity made in writing during the applicable period limitation will survive such period.

14.12. **Governing Law; Jurisdiction**. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Utah, except with respect to real property related issues, which are governed by the laws of the state where the Real Property is located.

14.13. **Severability**. If any term or condition of this Agreement (or portion thereof) is deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not alter the remaining portion of such term or condition, or any other term or condition hereof, as each term or condition of this Agreement will be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

14.14. **No Waiver**. The waiver by any party hereto of any right granted to it hereunder will not be deemed to be a waiver of any other right granted hereunder, nor will the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

14.15. **Counterparts**. The parties may sign this Agreement in multiple identical counterparts, all of which taken together will constitute one and the same agreement. The parties will consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement will have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

14.16. **Utah GRAMA Compliance**. Seller acknowledges and agrees that Buyer is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code Ann. § 63G-2-101 et seq. ("GRAMA").

14.16.1. **Public Records**. Notwithstanding any other provision of this Agreement, including any confidentiality or non-disclosure terms, Seller acknowledges that all records, documents, and information provided to Buyer in connection with this Agreement may be subject to public disclosure pursuant to GRAMA. Buyer shall not be in breach of this Agreement for disclosing any information in accordance with a valid GRAMA request or a court order.

14.16.2. **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.

14.16.3. **Trade Secrets and Proprietary Information**. If Seller provides information it believes is exempt from disclosure under GRAMA (such as trade secrets or commercial information), Seller must clearly mark that information as "Confidential" or "Proprietary" and provide Buyer with a written claim of business confidentiality and a concise statement of reasons supporting that claim in accordance with Utah Code Ann. § 63G-2-309. Buyer will make reasonable efforts to notify Seller of any GRAMA request seeking such marked information, but Buyer retains the sole determination of disclosure under GRAMA.

[*signature to follow*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole f/k/a Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent
Date: _____

BUYER:

CITY OF ST. GEORGE,
a Utah municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

ESCROW AGENT ACCEPTANCE

This Purchase and Sale Agreement dated _____, 2026, and the Earnest Money, are accepted and the Escrow is opened this ____ day of _____, 2026. Escrow Agent hereby agrees to act as the Escrow Agent, as defined in this Agreement, and to perform its duties in accordance with this Agreement and to comply with state and local laws relating to acting as an escrow or closing agent for real property transactions. Further, Escrow Agent hereby agrees to act as "the person responsible for closing" the Purchase and Sale Transaction within the meaning of Section 6045(a) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

ESCROW AGENT: Fidelity National Title NCS Utah

By: _____
Name: _____
Its: _____

LIST OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A-1	-	Real Property Description
Exhibit A-2	-	Real Property Depiction
Exhibit 5.2.1	-	Form of Deed
Exhibit 5.2.2	-	Form of Temporary Construction License

SCHEDULE 1

DEFINITIONS

1.1. **Agreement** – Defined in the opening paragraph and including the Term Summary and all exhibits and schedules attached hereto.

1.2. **Business Day** – A day other than a Saturday, Sunday or day on which banking institutions in Utah or the state where the Real Property is located are authorized or required by law or executive order to be closed.

1.3. **Buyer** – Defined in the Term Summary.

1.4. **Buyer Condition** and **Buyer Conditions** – The conditions to Buyer's closing obligations set forth in **Section 6.1**, individually and collectively, as the context may require.

1.5. **Buyer's Consultants** – The attorneys, lenders, employees, agents and consultants of Buyer that are specifically working with Buyer on the Purchase and Sale Transaction.

1.6. **Buyer Default** – Defined in **Section 11.1**.

1.7. **Buyer Representative** – Defined in the Term Summary.

1.8. **Cash** – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.9. **Casualty Loss Value** – Defined in **Section** 9.2.1.

1.10. **Closing** or **Close of Escrow** – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds to Seller and the submission of the Deed for recording.

1.11. **Closing Date** – Defined in the Term Summary.

1.12. **Current Knowledge** – With respect to Seller, the current, actual knowledge, without a duty to investigate, of the Seller Representative, and with respect to Buyer, the current, actual knowledge of Buyer Representative; provided, however, such Seller Representative and Buyer Representative will not have any personal liability with respect to any representations and warranties in this Agreement (except if Buyer Representative is the same person as Buyer).

1.13. **Deed** – A special or limited warranty deed, or its equivalent in the state where the Real Property is located, in the substance of **Exhibit 5.2.1**.

1.14. **Earnest Money** – The earnest money in Cash to be deposited by Buyer with Escrow Agent in the amount set forth in the Term Summary, together with any interest earned thereon.

1.15. **Effective Date** – The later of the dates that Buyer or Seller acknowledges receipt of a fully executed Agreement, as evidenced by Buyer's or Seller's signatures and the date inserted following their signatures on the signature page herein.

1.16. **Escrow** – The escrow created with the Escrow Agent pursuant to this Agreement.

1.17. **Escrow Agent** – Defined in the Term Summary.

1.18. **Government Authorities** – Any federal, state or local government entity, agency or authority with jurisdiction over any portion of the Property, or any aspect of the entitlement, development or construction thereof (including all applicable agencies and divisions of any local municipality).

1.19. **Hazardous Materials** – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including all asbestos or petroleum-based products) as presently defined by any federal, state, or local environmental or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (c) the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., (f) all state or local environmental laws, and (g) all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.20. **Intended Use** – Defined in the Term Summary.

1.21. **Opening of Escrow** – The date of delivery to and acceptance by Escrow Agent of a fully executed original of this Agreement.

1.22. **Permitted Exceptions** – All (i) taxes and assessments against the Property which are not yet due and payable as of the Closing Date, (ii) then-current laws and regulations applicable to the Property, (iii) any patent claims and reservations, (iv) the generic or standard exceptions in the Title Report, and (v) other matters of record or discoverable by an inspection or survey affecting title to the Property including those matters contained in the Title Report or shown on the Survey.

1.23. **Property** – The Real Property, together with any and all easements, rights of way, and appurtenances running with or pertaining thereto, including any rights to use adjacent streets or alleyways, subject to the reservations set forth in the Deed; but excluding all Water Rights.

1.24. **Purchase Price** – The purchase price for the Property to be paid in Cash by Buyer to Seller in the amount set forth in the Term Summary.

1.25. **Purchase and Sale Transaction** – The purchase of the Property by Buyer, and the sale of the Property by Seller, all as contemplated by this Agreement.

1.26. **Real Property** – Defined in the Term Summary.

1.27. **Relationship Disclosure** – Buyer's relationship disclosure set forth in the Term Summary.

1.28. **Seller** – Defined in the Term Summary.

1.29. **Seller Condition** and **Seller Conditions** – The conditions to Seller's closing obligations set forth in **Section 6.2**, individually and collectively, as the context may require.

1.30. **Seller Default** – Defined in **Section 11.2**.

1.31. **Seller Representative** – Defined in the Term Summary.

1.32. **Term Summary** – The Summary of Purchase and Sale Agreement.

1.33. **Title Company** – The party listed in **Section 1.17** of **Schedule 1**.

1.34. **Transaction Expense Chart** – The allocation of transaction costs and expenses set forth in the Term Summary.

1.35. **Water Rights** – Any water rights that are appurtenant to the Real Property and any water shares or stock certificates in any water, canal or irrigation company.

EXHIBIT A-1

REAL PROPERTY DESCRIPTION

[*The legal description below is subject to confirmation in the Title Report*]

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 3000 EAST, SAID POINT BEING S00°31'52"W, 429.94 FEET AND S89°28'08"E, 45.00 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SLB&M, (BASIS OF BEARING S89°20'06"E, 2663.95 BETWEEN THE S 1/4 CORNER AND THE SE CORNER OF SAID SECTION 34; RUNNING THENCE S00°31'52"W, 703.33 FEET; THENCE N89°28'08"W, 3.00 FEET TO THE EAST RIGHT OF WAY LINE OF 3000 EAST; THENCE ALONE THE RIGHT OF WAY LINE N00°31'52"E, 703.33 FEET; THENCE S89°28'08"E, 3.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,110 SQUARE FEET OR 0.048 ACRES

EXHIBIT A-2

REAL PROPERTY DEPICTION

[*The depiction below is subject to confirmation in the Title Report*]

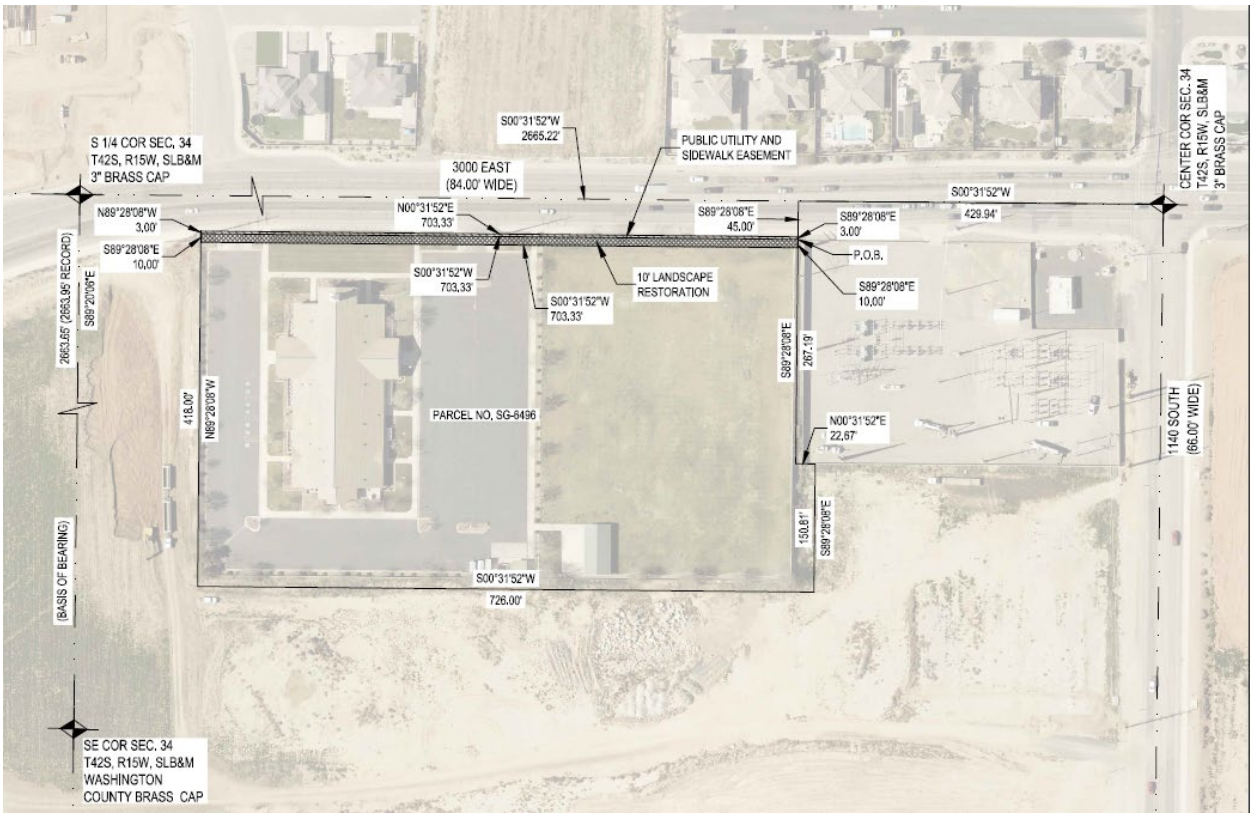


EXHIBIT 5.2.1

FORM OF DEED

[s*ubject to conformance to state and local recording and form requirements*]

Recording requested by
and when recorded mail to:

City of St. George
61 S. Main Street
St. George, UT 84770

_____

(space above for recorder's use only)

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole f/k/a Corporation of the President of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole] ("**Grantor**"), hereby conveys and warrants against all who claim by, through or under Grantor, but only against Grantor's own actions (and no other), to **CITY OF ST. GEORGE**, a Utah municipal corporation ("**Grantee**"), whose address is 61 S. Main Street, St. George, UT 84770, all that certain real property located in Washington County, Utah, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

SUBJECT TO (i) current and future taxes and assessments and (ii) all reservations, easements, covenants, conditions, restrictions, encumbrances, and other matters, rights or interests of record or which would be disclosed by an accurate survey or inspection of the Property.

RESERVING specifically unto Grantor all water and water rights of any kind appurtenant to the Property.

[*signature to follow*]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____ 2026.

GRANTOR:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole [f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints]

[EXHIBIT NOT FOR EXECUTION]

By: _____
Name: _____
Its: Authorized Agent

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____ 2026, personally appeared before me _____, personally known to me to be an Authorized Agent of **THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole [f/k/a Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints], who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.

_____
Notary Public for the State of Utah

ACCEPTANCE OF DEDICATION

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this _____ day of _____, 20____.

CITY OF ST. GEORGE

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Daniel Baldwin, Assistant City Attorney

Exhibit A
to
Deed

Legal Description of Property

EXHIBIT 5.2.2

FORM OF TEMPORARY CONSTRUCTION LICENSE

TEMPORARY CONSTRUCTION LICENSE AGREEMENT
[PN: 557-1707]

This TEMPORARY CONSTRUCTION LICENSE AGREEMENT (this "**Agreement**") is made this ____ day of _____, 2026, (the "**Effective Date**") by and between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**Licensor**"), and CITY OF ST. GEORGE, a Utah municipal corporation ("**Licensee**"). Licensor and Licensee are sometimes referred to herein individually as a "**Party**," and collectively as the "**Parties**."

R E C I T A L S

A. Licensor is the owner of certain real property located at 1295 S. 3000 E., St. George, Washington County, Utah 84790, more particularly known as tax parcel number SG-6496 ("**Licensor's Property**").

B. Licensee desires to obtain a temporary construction license on, over, across, under and through certain portions of Licensor's Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "**License Area**"), for the purposes set forth in this Agreement.

C. Licensor is willing to grant such license to Licensee, subject to the terms and conditions set forth in this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto make the following grants, agreements, and covenants:

1. **Grant of License**. Licensor hereby conveys to Licensee, without warranty, a temporary, non-exclusive construction license (the "**License**") on, over, and across the License Area for the sole purpose of construction staging and landscape restoration within the License Area.

2. **Term**. The License granted herein will automatically terminate, without the requirement of any action by Licensor, on the earlier to occur of (i) the date that is 365 days after commencement of work within the License Area; (ii) completion of all work, action, and activities required by this Agreement; or (iii) December 31, 2027. Notwithstanding the foregoing, either party may terminate this Agreement upon 30 days' written notice.

3. **Access**. Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Licensee's Agents**") shall have the right to enter upon the License Area solely for the purposes permitted by this Agreement. Licensee shall enter upon the License Area from existing roads at its sole risk and hazard, and Licensee and its successors and assigns hereby release Licensor from any and all claims relating to the condition of the License Area and the entry upon the License Area by Licensee and Licensee's Agents. In the event Licensee needs to access the License Area to perform any maintenance, repair, or restoration work on the License Area, Licensee shall (i) use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of the License Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

4. **Condition of the License Area**. Licensee accepts the License Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the License Area. Licensee hereby waives all warranties, express or implied,

regarding the title, condition and use of the License Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (a) any state of facts which an accurate ALTA/NSPS survey (with Table A items) or physical inspection of the License Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the License Area.

5. Reservation by Licensor. Notwithstanding anything to the contrary stated herein, Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. Without limiting the above, Licensor reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the License Area (or the surface of the Licensor's Property above same). Licensee hereby understands and agrees that this License is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the license rights granted hereby.

6. Maintenance and Restoration. Licensee, at its sole cost and expense, shall maintain the License Area throughout the term of this Agreement in good order and condition. Licensee shall promptly repair any damage to the Licensor's Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore the Licensor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Licensor's Property by Licensee and Licensee's Agents. Licensee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials that it has caused to be placed upon the Licensor's Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Licensee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Licensor's Property which are damaged, rutted or otherwise disturbed as a result of Licensee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Licensor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Licensor's Property in a condition which is clean, free of debris and hazards which may be caused by Licensee's activities, and subject to neither environmental hazards nor liens caused by Licensee's activities.

7. Compliance with Laws. Licensee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

8. Hazardous Materials. Except for motor fuels used by vehicles and construction equipment, which may be used on the License Area in compliance with all applicable Hazardous Waste Laws (defined below), Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the License Area. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the License Area or Licensor's Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. Indemnification and Release. Licensee shall indemnify, release and defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area and/or adjacent areas by Licensee or Licensee's Agents, (ii) any act or omission of Licensee or any of Licensee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee's Agents or its or their property or equipment from the License Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. Insurance.

10.1. Licensee's Insurance. Licensee will obtain, or cause its contractors to obtain, the following insurance and provide evidence thereof as described below prior to commencement of activities on or relative to the License Area: (i) Workers' Compensation Insurance satisfying any statutory limits; (ii) Employers' Liability Insurance with coverage and minimum limits of the greater of (a) bodily injury by accident ($100,000.00 each accident); (b) bodily injury by disease ($500,000 policy limit); and (c) bodily injury by disease ($100,000 each employee); (iii) commercial general liability insurance providing coverage on an occurrence basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined, Two Million Dollars ($2,000,000.00) annual general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations annual aggregate. Licensee's liability insurance policy or policies shall include broad form contractual liability coverage.

10.2. Evidence of Insurance. Before commencement of any work on the License Area or entry upon Licensor's Property, Licensee will provide evidence of insurance to Licensor by delivering to Licensor a Certificate of Insurance listing Licensor as a Certificate Holder and containing a cancellation clause of the certificate amended to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days prior written notice to the certificate holder named to the left." Licensor will be endorsed as an additional insured on such policy.

11. Liens. Licensee shall keep Licensor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and shall indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on Licensor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Licensee of the existence of such a lien. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

12. Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Licensor or Licensee at the following addresses (or at such other address as Licensor or Licensee or the person receiving copies may designate in writing given in accordance with this Section):

LICENSOR:	The Church of Jesus Christ of Latter-day Saints Attn.: Ireta Ringer [PN 557-1707] 50 East North Temple, 12th floor Salt Lake City, Utah 84150
LICENSEE:	City of St. George Attn: Craig Harvey; Paul Stead 175 E 200 N St. George, UT 84770

13. No Public Use/Dedication. Licensor's Property is and shall at all times remain the private property of Licensor. The use of Licensor's Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to Licensor's Property beyond the express terms and conditions of this Agreement.

14. Miscellaneous.

14.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. The Parties acknowledge and agree that all of the terms and conditions of this Agreement are contractual in nature and shall be interpreted under any applicable law as contractual obligations, and each Party waives any claims or defenses to the contrary.

14.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the state of Utah.

14.3. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provisions hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

14.4. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

14.5. Rights and Remedies. The rights and remedies of any of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party

for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

14.6. Enforceability and Litigation Expenses. 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.

14.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

14.8. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the Parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

14.9. Assignment. Licensee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole and absolute discretion and for any reason or no reason at all.

14.10. Recording. The Parties agree that this Agreement shall not be recorded nor any memorandum thereof.

[*signatures and acknowledgements to follow*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

LICENSOR:

THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS,
a Utah corporation sole

By: _____
Name: _____
Its: Authorized Agent

LICENSEE:

CITY OF ST. GEORGE,
a Utah municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

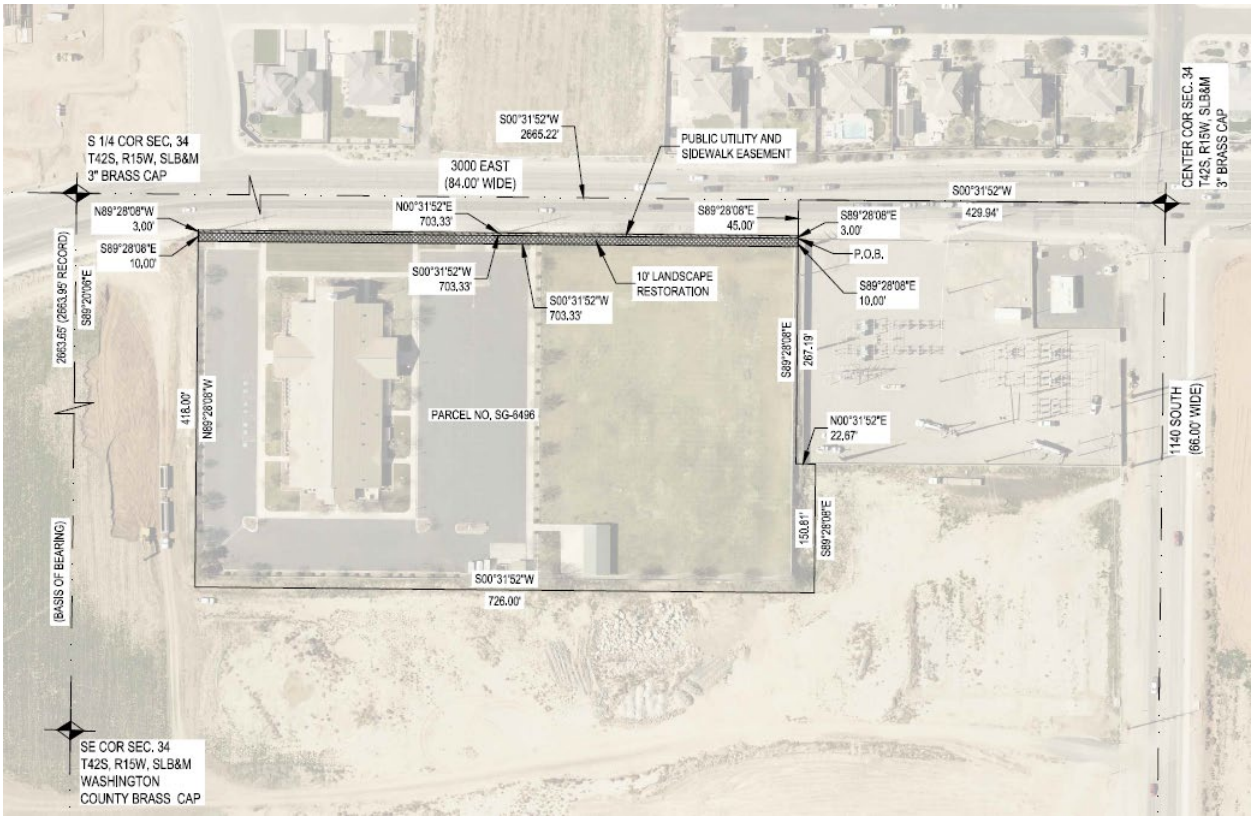
_____
Daniel Baldwin, Assistant City Attorney

EXHIBIT A
to Exhibit 5.2.2

Legal Description and Depiction of License Area

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 3000 EAST, SAID POINT BEING S00°31'52"W, 429.94 FEET AND S89°28'08"E, 45.00 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SLB&M, (BASIS OF BEARING S89°20'06"E, 2663.95 BETWEEN THE S 1/4 CORNER AND THE SE CORNER OF SAID SECTION 34; RUNNING THENCE S89°28'08"E, 10.00 FEET; THENCE S00°31'52"W, 703.33 FEET; THENCE N89°28'08"W, 10.00 FEET; THENCE N00°31'52"E, 703.33 FEET THE POINT OF BEGINNING.

CONTAINING 7,033 SQUARE FEET OR 0.161 ACRES
THIS AREA TO INCLUDE REPAIR & REPLACE LANDSCAPE AND IRRIGATION IMPACTED BY CONSTRUCTION.



Agenda Date: 10/01/2026 **Agenda Item Number:** 3f

Subject:

Consider approval of an agreement with Spackman Enterprises Environmental Construction for the removal of underground piping at Red Rock Diesel Generation Plant.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

This item is for the relocation of underground fuel piping at the Red Rock Diesel Generation Plant. Recent changes to state law require the existing underground fuel lines to be relocated above ground. Staff received a quote from Spackman Enterprises Environmental Construction to complete the required work in the amount of $261,160 through State Contract #MA 4744. Staff recommends approval.

Staff Narrative (need/purpose):

While the new state guidelines took effect on July 1, 2026, the City of St. George was granted an extension to allow for use of Red Rock diesel generation during the peak summer months. With the peak season ending, this project must be undertaken this fall to be in compliance with state environmental requirements.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact:

Cost for the agenda item: $261,160

Amount approved in current FY budget for item: $300,000

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

This amount is approved in the current FY27 budget.

Description of funding source:

This amount is approved in the current FY27 budget.

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Contract# MA4744 Active

Get a Quote

Contractor details

Contact name	Email
Aaron Spackman	aspackman@spackmanenterprises.com
Vendor name	Website
Spackman Enterprises	
Phone	Contract validity
(801)-598-7928	11/05/2024 - 11/04/2029

Portfolio of contract

Parts And Services For Public Fuel Sites

Contract tag: State Cooperative

Order instructions

Eligible Users should make a 'best value' determination for their organization when multiple contracts are available for use within a portfolio.

When requesting a quote or information from this vendor:

- Identify yourself as a State Agency or Eligible User and include this contract #.
- Ensure all quotes and invoices contain the contract # and reflect accurate contractual pricing/discounts.

Goods or services not covered in the scope of work should be quoted and invoiced separately and according to your own procurement policies. Any discrepancies on the quote should be resolved directly with the vendor before an order is placed.

Instructions specific to State Executive Branch Agencies:

State Agencies are recommended to use a DO to PRC or a PRC to make payments on purchases from a State Cooperative Contract in order to effectively track payments against the contract in Vantage and Data Warehouse. If a DO to PRC or a PRC is not possible, State Agencies may also use a GMA. Please utilize the contractor code on the contract when making payments. If you receive an invoice that does not match the contractor information on the contract, please notify the Division of Purchasing prior to processing your payment.

Documents

Contract documents

full_contract_MA4744_NewContractMA4744-SpackmanEnterprises_completed.pdf

Supporting documents

No Supporting documents found

Additional details

Questions or concerns

Please contact the state of Utah purchasing agent with any questions or concerns about this contract

Name	Email	Phone
Rebekah Meier	rmeier@utah.gov	801-957-7147

Related contracts

Keyword Search

Contract number	Portfolio	Vendor	End date
MA4745	Parts And Services For Public Fuel Sites	Sump & Trap Cleaning, LLC	2029-11-04

Rows 1 - 1 of 1

Other Contracts from : Spackman Enterprises

Keyword Search

No Records Found

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PUR – Purchase Requisition Form

St.George
THE BRIGHTER SIDE

Requestor & Signer Information

Request Date
07/29/2026

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

7/29/2026
Signed by: THOMAS ANGSTADT
0F5E1C520BA946F...

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

Authorized Signer Email *
TOM.BIRRELL@SGCITYUTAH.GOV

7/30/2026
Signed by: TOM BIRRELL
D44956E97B0641C...

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

Department Head Email
BRYAN.DIAL@SGCITYUTAH.GOV

7/30/2026
Signed by: BRYAN DIAL
A584D6E92D55411...

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

City Manager Email

Purchasing Rep. Name
INVOICES

Purchasing Rep. Email
INVOICES@SGCITYUTAH.GOV

7/30/2026
Signed by: Mary Wahl
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): *
07/29/2026 05:00:00 PM

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

Budget Information (Only Required for Capital outlay Items):

Project Title or Location: *
Red Rock diesel generation plant removal of underground petroleum piping

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

Budgeted Amount: *
$300,000.00

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

Procurement Type *
STATE CONTRACT

SHIP TO ADDRESS: *
3232 East 170 North

New or Existing Vendor? *
EXISTING PARTY

State Contract #: *
Utah MA4744

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

Vendor Information

Vendor Name Legal Name
Spackman Enterprises Environmental Construction

DBA Name

Vendor ID

Please provide the legal name of the vendor

DBA / Common Name

Address
P.O. Box 1276

City
Centerville

State
UT

Zip Code
84014

Country
USA

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

Purchase Details

QTY*	Description*	Account Code*	Project Code	Unit Cost*
1	removal of underground piping Red Rock diesel generation plant	00-5310-7496	-17	$261,160.00

Comments / Special Instructions:
This project is required under new state guidelines taking place on July 1,2026. The City of St. George was granted extended time to allow for possible use of the Red Rock diesel site for energy generation during summer months before completing the job scope.
Spackman Enterprises Environmental Construction is the state contract # MA 4744 contractor approved as a state contractor for this project. The attached contract scope of work has been reviewed by city legal Kris Pearson prior to submission for a Purchase Order pending review by St. George City Council. I have attached the initial contract proposal along with an addendum of increase of materials which was reviewed by Kris Pearson of the increased cost of $7,835.00 for the precast concrete roadway enclosure and grating due to material increases.

Freight / Shipping Cost*
$0.00

Purchase Total
$261,160.00

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

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

Contract: (2)

PSA / Contract - Multiple uploads allowed if multiple contracts. *

PSA / Contract- For Spackman Enterprises Environmental Construction submitted by THOMAS ANGSTADT

PSA / Contract- For Spackman Enterprises Environmental Construction submitted by THOMAS ANGSTADT

General Attachments: (4)

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 Spackman Enterprises Environmental Construction requested by THOMAS ANGSTADT

Purchasing Quote- From Spackman Enterprises Environmental Construction requested by THOMAS ANGSTADT

Purchasing Quote- From Spackman Enterprises Environmental Construction requested by THOMAS ANGSTADT

Supporting Documents

Purchasing Supporting Document- For Request # 4305 - THOMAS ANGSTADT

PSA / Contract

Purchasing Only

Purchase Request Status	Rejection Reason
Received	

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

SPACKMAN ENTERPRISES
Environmental Construction
P.O. BOX 1276
CENTERVILLE, UT 84014
801-294-9180

Estimate

ADDRESS

Thomas Angstadt

St George City Power

ESTIMATE # 1210

DATE 04/10/2026

JOB SITE

Red Rock Fuel Piping

DESCRIPTION	QTY	RATE	AMOUNT
Mobilization of crew, lodging, per-diem, equipment, and supplies.	1	37,645.00	37,645.00
Provide Services to remove below ground piping. (excludes piping deeper than 48" or next to retaining/block walls.) Includes DEQ Permits, Sampling, Private Locate, Evacuation of Fuel Lines, Excavation, Line Removal, Disposal, and Backfill	1	28,208.00	28,208.00
Patch Asphalt 3'x60' from underground line removal	1	2,500.00	2,500.00
Provide services to Install up to 60' of H20 precast concrete trench and ventilated steel grating. Includes excavation, materials, backfill, and a 4' concrete apron 8" thick with #4 rebar 18" O.C. on each side of the trench. Trench grating will be raised 2" above finish grade and 4' concrete apron will blend to it.	1	66,200.00	66,200.00
Provide labor, equipment, and materials to install new above ground piping. Includes 3" fill pipe to each tank, 2" supply pipe from each tank to manifold under awning, as well as the 3" piping from the existing filter to the day tank. Includes pipe supports. All piping will be above ground except for piping across drive will be installed in a precast trench with open steel grates.	1	126,607.00	126,607.00
Option Change fire valves at the tank at time of piping install. Tanks will need to be emptied for this.	0	9,219.00	0.00
Option Paint newly installed piping.	0	7,600.00	0.00
Exclusions: Repair of any old valving at tanks or in manifold area, any piping removal deeper than 4', contamination, electrical, unmarked utility repair, utility reroute if conflicts with trench, temp fuel system, moving the shipping container, city/county permits, and any drawings or plan design.	1	0.00	0.00

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TOTAL **$261,160.00**

Accepted By

Accepted Date

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

SPACKMAN ENTERPRISES
Environmental Construction

To: St. George Power **Address:** 61 S Main St St George, UT	**Contact:** Tom Angstadt **Phone:** 435-632-3772 **Fax:** thomas.angstadt@sgcityutah.gov
Project Name: Underground to Aboveground Pipe Conversion **Project Location:** Red Rock Power Plant	**Estimator** Aaron Spackman **Bid Date:** 4/10/2026

Bid Number: 1210 **Total Price** $253,325.00

Notes:

- This Proposal and Contract, including the GENERAL CONDITIONS 1-16 down below, shall constitute the Contract as agreed to by Customer shown in bid proposal (herinafter Customer), together the "Parties", once executed by both Parties.
- **Due to current oil, steel, and manufacturing market conditions and subsequent fluctuations in fuel and material costs, this bid proposal is good for 60 days and pricing is subject to change, up to commencement and until completion of work.** The scope and associated unit prices contained in our bid proposal and any ensuing contract are conditioned upon the ability of Spackman Enterprises, LLC. to procure our materials at bid day prices. In the event of significant material price increases (5% or more increase from bid time), the contract sum shall be equitably adjusted by change order. We endeavor to "lock in" our prices on items such as lumber, concrete, rebar, fuel, parts, and materials. Shortages due to manufacturing interruptions, higher than normal inflation or interuptions in the supply chain may trigger price escalation measures in our agreements with our subcontractors and suppliers and are possible sources of such escalation.
- **Excludes**: Removal of piping below 48" in depth, site access from when work starts until paving is cured, temporary fuel, contamination, moving connex, unmarked utility repair, and utility reroutes.
  Bid Does Not Include Any Night Work Or After Hours Work. Does Not Include Temporary Patching Or Winter Mix Paving.
- The above prices do not include Performance and payment bond. Add 3% if bond is required.
- The above prices do not include city and/or county building permits
- The above prices do not include traffic control unless otherwise noted.
- The above prices do not include barricades unless otherwise noted.
- The above prices do not include dewatering.
- The above prices do not include soil, asphalt, or concrete testing.
- The above prices include one mobilization. Note * The above prices include one mobilization. Additionally, if the work is "phased" or broken into multiple mobilizations, unit prices are subject to revision due to lower productions and efficiencies associated with smaller production quantities per phase/mobilization.
- The above prices do not include any overexcavation of soft subgrade that may be necessary.
- If scope of work or quantities vary a change order will be submitted for approval before continuing the work.
- This bid proposal is good for 60 days and for work completed in 2026.
- Spackman Enterprises will not guarantee drainage on any grades less than 2%.

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- 1.Description of the work: Contractor will furnish the labor, materials equipment and subcontractors necessary to complete the Project as described in the Scope of Work shown on page 1 of the Proposal/Contract, (hereinafter the "Work"). To the extent the proposal was prepared with Plans, Schedule and Specifications supplied to Contractor, such documents are incorporated into the contract. Any changes to these Plans, Schedule and Specifications used to prepare this Proposal/Contract, may necessitate a change in the contract scope and/or price. Contractor and Customer shall negotiate in good faith to execute all necessary change orders for the changed Work.
- 2. Contract Price: To the extent that the above is specified as a unit price (such as $/square foot), it is agreed that the number of units (square footage for example) indicated is an approximation. Contractor shall be paid for the actual number of units completed as jointly determined by Customer and Contractor using actual field measurement.
- 3. Payment: Customer shall pay Contractor in proportion to the amount of Work performed during the period covered by Contractor's billing. The proportionate amount of Work billed by Contractor shall be subject to the reasonable approval of Customer. Payments shall be made within 30 days following the date of Contractor's invoices. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Customer.
- 4. Failure to Make Payments: In the event Customer fails to make payment at the times and in the amounts provided for in this Contract, Contractor shall be entitled to recover interest on the past due balance accruing at the rate of 18% per annum (1.5% per month). In addition, such failure will constitute a material breach of Contract and Contractor shall have the right to stop Work and all amounts, including retention shall become immediately payable. As well unpaid balances and interest for the Work completed, Customer agrees to immediately reimburse Contractor for all damages, legal fees, and collection and lien fees sustained by Contractor as a result of such material breach of Contract.
- 5. Warranty: Contractor shall warranty the Work for a period of one (1) year from the substantial completion of the Work. Contractor's sole and exclusive liability shall be to repair, replace or upon mutual agreement refund Customer's account for defective material or workmanship. Contractor only assumes liability for ADA compliance where an ADA conforming engineered plan is provided and Contractor has not constructed the Work according to those plans. Customer understands that Contractor's Work is sensitive to cold temperatures.
- 6. Permits: Customer represents and warrants that either the Customer is the owner of the Premises, or in the alternative, has obtained written authorization from the Owner authorizing the Work to be performed. Customer will obtain and pay for all permits, inspection fees, soils tests, engineering, staking, fees for utility connections, or other such similar items required for performance of Work hereunder. This Contract assumes Owner will provide adequate access for Contractor's equipment to the jobsite. Contractor shall not be responsible for property damage resulting from accessing the property at the point directed by Customer.
- 7. Liens and Claims: Provided Contractor has been, and continues to be paid timely all amounts due it, Contractor shall promptly pay valid claims of all persons, firms, or corporations performing labor or furnishing equipment, materials and other items used in, upon, or for the Work.
- 8. Indemnity: Contractor shall indemnify and hold Customer harmless against all claims, damage suits, actions, recoveries and judgements to the extent caused by the negligence or willful misconduct of Contractor in performing the Work. Customer shall indemnify, defend and hold Contractor harmless against all claims, damage suits, actions, recoveries and judgements to the extent cause by the negligence or willful misconduct of Customer. In no event shall either Party be liable to the other for special, incidental or consequential damages for breach of this Contract.
- 9. Insurance: Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury or injury to property which may arise from and during the operation of the Contract. A certificate evidencing such insurance shall be provided to Customer if Customer so requests.
- 10. Costs and Attorney Fees: This Contract shall be construed according to the laws of the State of Utah. Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach hereof, and or to foreclose any mechanic's lien, stop notice, or bond claim attributable to the Work done hereunder, the prevailing party, shall be entitled to its costs and reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled.
- 11. Assignment: Neither Party shall assign all or any portion of this Contract without express written approval of the other Party which shall not be unreasonably withheld.
- 12. No cost for bonds, permits, licenses, fees, testing, engineering, traffic control, saw-cutting, sterilant, striping or prime coat are included in this contract unless specifically indicated in Paragraph 1 above.
- 13. Differing Site Conditions: Contractor shall promptly, and before conditions are disturbed, give notice to Customer of 1) subsurface or latent physical conditions at the site which differ materially from those assumed at bid time, including but not limited to subsurface utilities not accurately shown on plans or drawings; 2) unknown physical conditions at the site of an unusual nature, including but not limited to high water table, soft subgrade or hard rock digging, which differ materially from those ordinarily encountered and generally recognized as inherent in the Work; 3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in this Contract, which existence is deemed to be a differing site condition. Customer shall immediately investigate the site conditions. If the conditions do materially so differ and cause an increase in the Contractor's cost of or time required to perform any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15% and a mutually agreed schedule adjustment.
- 14. Force Majeure: Neither Party shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by government action or decree, fire, explosion, earthquake, flood, war, terrorism, riot, strikes or labor disturbances, over optimum moisture conditions of the ground, unavailability, shortages or limitation of supply of raw materials at the prices used in this Proposal/Contract.
- 15. Subcontracting: Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.
- 16. Credit Approval: This contract is not binding until approved by Contractor's credit department, or an alternative form of payment is secured prior to initiating the Work.

Payment Terms:

Payment due within 30 days of invoice date.

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ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Spackman Enterprises, LLC** **Authorized Signature:** _____ **Estimator:** Aaron Spackman (801) 598-7928 aspackman@spackmanenterprises.com

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

SPACKMAN ENTERPRISES
Environmental Construction
P.O. BOX 1276
CENTERVILLE, UT 84014
801-294-9180

Estimate

ADDRESS

Thomas Angstadt

St George City Power

ESTIMATE # 1210

DATE 04/10/2026

JOB SITE

Red Rock Fuel Piping

DESCRIPTION	QTY	RATE	AMOUNT
Mobilization of crew, lodging, per-diem, equipment, and supplies.	1	37,645.00	37,645.00
Provide Services to remove below ground piping. (excludes piping deeper than 48" or next to retaining/block walls.) Includes DEQ Permits, Sampling, Private Locate, Evacuation of Fuel Lines, Excavation, Line Removal, Disposal, and Backfill	1	28,208.00	28,208.00
Patch Asphalt 3'x60' from underground line removal	1	2,500.00	2,500.00
Provide services to Install up to 60' of H20 precast concrete trench and ventilated steel grating. Includes excavation, materials, backfill, and a 4' concrete apron 8" thick with #4 rebar 18" O.C. on each side of the trench. Trench grating will be raised 2" above finish grade and 4' concrete apron will blend to it.	1	58,365.00	58,365.00
Provide labor, equipment, and materials to install new above ground piping. Includes 3" fill pipe to each tank, 2" supply pipe from each tank to manifold under awning, as well as the 3" piping from the existing filter to the day tank. Includes pipe supports. All piping will be above ground except for piping across drive will be installed in a precast trench with open steel grates.	1	126,607.00	126,607.00
Option Change fire valves at the tank at time of piping install. Tanks will need to be emptied for this.	0	9,219.00	0.00
Option Paint newly installed piping.	0	7,600.00	0.00
Exclusions: Repair of any old valving at tanks or in manifold area, any piping removal deeper than 4', contamination, electrical, unmarked utility repair, utility reroute if conflicts with trench, temp fuel system, moving the shipping container, city/county permits, and any drawings or plan design.	1	0.00	0.00

Docusign Envelope ID: 9DA9D3F7-4DBF-89CA-8096-7C88EABFE4B6

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TOTAL **$253,325.00**

Accepted By

Accepted Date

Agenda Date: 10/01/2026 **Agenda Item Number:** 3g

Subject:

Consider approval of a Reimbursement Agreement with CRS Holdings, LLC, DSG Holdings, LLC and Desert Canyons Land, LLC for Southern Parkway (SR-7) Exit 5 Interchange.

Item at-a-glance:

Staff Contact: Carolyn Prickett

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Southern Parkway at mile post 5

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

The developer is constructing a full interchange on the Southern Parkway (SR-7) to be known as Exit 5 in conjunction with the development of his adjacent properties (SG-5-3-33-110, SG-5-3-34-440, SG-5-3-34-441, SG-6745-I-1-A-1 and SG-5-3-33-4201). The interchange includes full ramp access to SR-7, both directions. Improvements include the overpass structure, drainage piping, and a combined detention basin (for the interchange and adjacent development).

Staff Narrative (need/purpose):

This is a master planned project that designates an arterial roadway connection at the Interchange that is anticipated to extend along or through the developers properties. The roadway connections are not part of this reimbursement agreement.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: 15,633,760.55

Amount approved in current FY budget for item: 11,000,000

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

This project will span over two fiscal years (the current FY27 and future FY28). Additional funding for FY28 will be included in the next budget process and approval.

Description of funding source:

Transportation Improvement Funds and Street Impact Funds

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT
FOR SOUTHERN PARKWAY (SR-7) EXIT 5 INTERCHANGE WITH CRS Holdings, LLC,
DSG Holdings, LLC and Desert Canyons Land, LLC
(Developer Construct-City Reimburse Developer)

THIS AGREEMENT is entered into this ___ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and CRS Holdings, LLC, a Utah limited liability company (hereinafter referred to as "CRS"), Desert Canyons Land, LLC, a Utah limited liablity company (hereinafter referred to as "DCL"), and DSG Holdings, LLC, , a Utah limited liability company, (hereinafter referred to as "DSG"). CRS, DCL and DSG may be referred to herein collectively as , ("Developer"). City and Developer are herein collectively referred to as the "Parties."

RECITALS

WHEREAS, Developer owns property at and around 2570 E Southern Parkway , St. George, Utah , Tax Parcel No. SG-5-3-33-110 (the "CRS Property"), Tax Parcel Nos. SG-5-3-34-440, SG-5-3-34-441 and SG-6745-I-1-A-1 (the "DCL Property") and Tax Parcel No. SG-5-3-33-4201 (the "DSG Property"). CRS Property, DCL Property and DSG Property are herein collectively referred to as the "Properties" as shown on Exhibit A; and

WHEREAS, Developer desires to reconfigure and develop the Properties; and

WHEREAS, the City's Transportation Master Plan designates a full interchange on the Southern Parkway, (State Route 7), to be known as Exit 5 (the "Interchange") which is anticipated to encumber portions of the Properties; and

WHEREAS, the City's Transportation Master Plan designates an arterial roadway connection at the Interchange that is anticipated to extend along or through the Properties.; and

WHEREAS, Developer has provided right of way for the Interchange and proposes to develop a portion of the public arterial road frontage along the Properties; and

WHEREAS, Developer proposes to construct Interchange and obtained bids for the bridge construction and associated roadway improvements in connection with the future development of the Properties; and

WHEREAS, construction of the Interchange by Developer is expected to provide cost savings to the City through coordinated construction of the Interchange and development of the Properties, including the use of earthwork material generated from the Properties in the construction of the Interchange; and

WHEREAS, the coordinated use of earthwork material generated from the Properties is also expected to reduce truck traffic on public roads that would otherwise be required to import material to the Interchange site, thereby reducing traffic impacts and wear on the City's public roadway system; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

AGREEMENT

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

1. **THE PROJECT**. Developer will construct the Interchange and roadway in accordance with the project plans and specifications. Developer shall retain a qualified contractor to perform the work .

2. **REIMBURSEMENT**. Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of $15,633,760.55, as shown on Exhibit B. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES**. The representative for the City for this Project will be Engineering Manager, Carolyn Prickett. The representative for Developer will be Ed Burgess.

4. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

5. **DESIGN AND CONSTRUCTION STANDARDS**. All design, construction, inspection, and testing associated with the Project shall comply with the project construction drawings, the Utah Department of Transportation Standard Specifications and Standard Drawings, and the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.

6. **COMPLIANCE WITH APPLICABLE LAWS**. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.

7. **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 and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City, City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.

11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

12. **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.

13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

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

OWNER: DSG Holdings, LLC
113 E 200 N Ste 2
St. George, UT 84770
Attention: Brett Burgess

OWNER: CRS Holdings, LLC
113 E 200 N Ste 2
St. George, UT 84770
Attention: Brett Burgess

OWNER: Desert Canyons Land, LLC
1472 E 3950 S
St. George, UT 84790
Attention: Ed Burgess

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

14. **SUCCESSORS AND ASSIGNS.** Developer 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.

15. **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.

16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force

and effect.

17. **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.

18. **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.

19. **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.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

Jimmie B. Hughes, Mayor

Attest:

Christina Fernandez, City Recorder

Approved as to form:
City Attorney's Office

Daniel Baldwin, Assistant City Attorney

OWNER: CRS Holdings, LLC

Brett Burgess, Manager

OWNER: DSG Holdings, LLC

Brett Burgess, Manager

OWNER: Desert Canyons Land, LLC

Ed Burgess, Manager

Exhibit A

Properties



Exhibit B

BID FORM - SR-7, EXIT 5							
No.	**Item No.**	**Description**	**Qty**	**Unit**	**Unit Price**	**Amount**	
10-ROADWAY (BASE)							
1	012850010	Mobilization	1	lump	$1,370,000.00	$	1,370,000.00
2	015540005	Traffic Control	1	lump	$600,000.00	$	600,000.00
3	017210010	Survey	1	lump	$253,000.00	$	253,000.00
4	020560005	Borrow (Plan Quantity)	130,886	cu yd	$19.91	$	2,605,940.26
5	020560015	Granular Borrow (Plan Quantity)	8,512	cu yd	$40.00	$	340,480.00
6	020560065	Embankment for Bridge (Plan Quantity)	26,140	cu yd	$36.00	$	941,040.00
7	020757010	Separation Geotextile	40,616	sq yd	$1.90	$	77,170.40
8	022210080	Remove Fence	932	ft	$4.60	$	4,287.20
9	022317020	Clearing and Grubbing (Plan Quantity)	14	acre	$3,000.00	$	42,000.00
10	02316702*	Roadway Excavation (Plan Quantity)	21,015	cu yd	$14.80	$	311,022.00
11	02316703*	Roadway Excavation (Plan Quantity) (Over Excavation)	30,300	cu yd	$18.85	$	571,155.00
12	027210020	Untreated Base Course (Plan Quantity)	4,320	cu yd	$40.35	$	174,312.00
13	027410060	HMHMA - 1/2 inch	8,046	ton	$128.34	$	1,032,623.64
14	027487020	Emulsified Asphalt (Tack)	10	ton	$876.50	$	8,765.00
15	027617037	Sinusoidal Longitudinal Rumble Strip - Asphalt	2,869	ft	$7.10	$	20,369.90
16	027717059	Perpendicular/Parallel Pedestrian Access Ramp	8	each	$3,520.00	$	28,160.00
17	027767010	Concrete Sidewalk	3,355	sq ft	$10.51	$	35,261.05
18	027767025	Concrete Curb and Gutter Type B1	449	ft	$30.25	$	13,582.25
19	027767060	Concrete Flatwork, 8 inch Thick	636	sq ft	$21.75	$	13,833.00
20	028227060	Right-of-Way Fence, Type G (Metal Post)	964	ft	$9.85	$	9,495.40
21	028220105	Right-of-Way Brace Post	9	each	$544.50	$	4,900.50
22	028417031	Guardrail Approach Transition Element to Cast-In-Place Barrier	6	each	$4,114.00	$	24,684.00
23	028417093	Midwest 31 Inch W-Beam Guardrail 6 ft Steel Post	150	feet	$35.35	$	5,302.50
24	028427065	Flexible Delineator Post - Type II	80	each	$148.05	$	11,844.00
25	028437035	End Treatment Type G (MASH)	6	each	$4,829.00	$	28,974.00
26	028447180	Cast-in-Place Concrete Constant Slope Barrier - 42 Inch Stepped Median Barrier	212	ft	$378.79	$	80,303.48
27	028447330	Cast-in-Place Concrete Constant Slope Half Barrier 42 Inch	489	ft	$99.32	$	48,567.48
28	028447333	Cast-in-Place Concrete Constant Slope Half Barrier - 42 Inch, Full Height End Section With Beam Foundation BA 3K1	4	each	$8,548.85	$	34,195.40
29	028447334	Cast-in-Place Concrete Constant Slope Half Barrier - 42 Inch Trailing Sloped End Section BA 3K6	8	each	$4,903.02	$	39,224.16
30	028447351	Cast-in-Place Concrete Constant Slope Half Barrier - 42 Inch to 32 Inch Constant Slope End Section With Beam Foundation BA 3K5	4	each	$8,926.01	$	35,704.04
31	028447358	Cast-in-Place Concrete Constant Slope Half Barrier - 42 Inch to 42 Inch Bridge Parapet End Section with Moment Slab BA 3K12	4	each	$10,308.92	$	41,235.68
32	028447390	Cast-in-Place Concrete Constant Slope Barrier - 54 Inch, Trailing Sloped End Section	2	each	$7,291.67	$	14,583.34
33	028447440	Cast-in-Place Concrete Constant Slope Barrier - 54 Inch, TL-5	346	ft	$232.58	$	80,472.68
34	028447443	Cast-In_Place Concrete Constant Slope Barrier - 54 Inch Full Height End Section With Beam Foundation, TL-5 BA 3O1	2	each	$11,188.94	$	22,377.88
35	028447451	Cast-in-Place Concrete Constant Slope Barrier- 54 inch to 32 inch Constant Slope End Section With Beam Foundation, TL-5 BA 3O4	2	each	$11,628.95	$	23,257.90
10-ROADWAY (DRAINAGE)							
36	015717025	Check Dam - Fiber Roll	238	ft	$21.00	$	4,998.00
37	015717030	Silt Fence	6,043	ft	$4.50	$	27,193.50
38	015717075	Drop-Inlet Barrier (Fiber Roll)	240	ft	$20.00	$	4,800.00
39	015717100	Gutter - Inlet Barrier	4	each	$250.00	$	1,000.00
40	015717115	Pipe-Inlet Barrier (Fiber Roll)	6	each	$250.00	$	1,500.00
41	020757020	Erosion Control Geotextile	277	sq yd	$12.15	$	3,365.55
42	023737010	Loose Riprap	107	cu yd	$65.00	$	6,955.00
43	026107386	Drainage Pipe - 18 inch, Smooth, Leak-Resistant	1,598	ft	$165.00	$	263,670.00
44	026107388	Drainage Pipe - 24 inch, Smooth, Leak-Resistant	58	ft	$215.20	$	12,481.60
45	026107618	Drainage Pipe - 24 inch, Reinforced Concrete, Leak-Resistant	156	ft	$225.64	$	35,199.84
46	026137030	Circular End Section 18 inch	12	each	$1,300.00	$	15,600.00
47	026137040	Circular End Section 24 inch	3	each	$1,500.00	$	4,500.00
48	026337045	4 Foot Standard Manhole - 5 to 7 ft Deep - CB 11	2	each	$7,230.00	$	14,460.00
49	026337120	Concrete Drainage Structure 3 ft to 5 ft Deep - CB 9	7	each	$7,050.70	$	49,354.90
50	026337130	Concrete Drainage Structure 5 ft to 7 ft Deep - CB 9	1	each	$9,791.85	$	9,791.85
51	026337150	Concrete Drainage Structure 9 ft to11 ft Deep - CB 9	1	each	$12,646.46	$	12,646.46
20-STRUCTURES F 984							
52	020567025	Granular Backfill Borrow (Plan Quantity)	82	cu yd	$85.40	$	7,002.80
53	020567060	Free Draining Granular Backfill (Plan Quantity)	52	cu yd	$94.35	$	4,906.20
54	020757010	Separation Geotextile	94	sq yd	$4.85	$	455.90
55	024667090	Drilled Shafts, 72 Inch	412	ft	$2,475.00	$	1,019,700.00

56	028247010	Ornamental Fence on Structure	445	ft	$261.05	$	116,167.25
57	032117010	Reinforcing Steel - Coated (Plan Quantity)	209,864	lb	$1.87	$	392,445.68
58	03310701D	Structural Concrete Est. Lump Qty: 533 Cu Yd	1	lump	$704,000.00	$	704,000.00
59	03310704D	Structural Concrete - Fiber Est. Lump Qty: 406 Cu Yd	1	lump	$495,000.00	$	495,000.00
60	033417010	Partial-Depth Precast Concrete Deck Panel	6,120	sq ft	$33.44	$	204,652.80
61	033727010	Thin Bonded Polymer Overlay, Type I	9,879	sq ft	$7.05	$	69,646.95
62	03412003P	Prestressed Concrete Members (85 Ft-6 Inch UBT42)	12	each	$53,660.52	$	643,926.24
63	058317010	Compression Joint Seal (Type A)	126	ft	$75.07	$	9,458.82
64	099817010	Concrete Coating (Plan Quantity)	11,589	sq ft	$3.01	$	34,882.89
65	165267010	Electrical Conduit On Bridge	1	lump	$16,163.58	$	16,163.58
	20 - STRUCTURES R 993						
66	02812015*	MSE Retaining Wall R 993A Est Qty: 2483 sq ft	1	lump	$703,364.95	$	703,364.95
67	02812016*	MSE Retaining Wall R 993B Est Qty: 1605 sq ft	1	lump	$501,086.58	$	501,086.58
	30-LANDSCAPING				$58.02		
68	029117020	HECP Type 2 (Plan Quantity)	68,989	sq yd	$1.24	$	85,546.36
69	029127000	Strip and Stockpile Topsoil (Plan Quantity)	68,989	sq yd	$0.70	$	48,292.30
70	029127010	Spread Salvaged Topsoil (Plan Quantity)	68,989	sq yd	$0.90	$	62,090.10
71	029227030	Broadcast Seed (Plan Quantity)	2,634	sq yd	$0.35	$	921.90
	40-SIGNING				$309.10		

72	027650050	Pavement Marking Paint	191	gallon	$58.02	$	11,081.82
73	027657075	Pavement Marking Paint (Stop Line, Crosswalk - 12 inch)	1,146	ft	$9.20	$	10,543.20
74	027687105	Pavement Message (Preformed Thermoplastic)	15	each	$495.00	$	7,425.00
75	028917020	Sign Type A-1	158	sq ft	$77.69	$	12,275.02
76	028917075	Sign Type A-2	1,360	sq ft	$71.58	$	97,348.80
77	028917270	Remove Sign Less Than 20 Square Feet	2	each	$309.10	$	618.20
78	028917275	Remove Sign Greater Than or Equal to 20 Square Feet	3	each	$476.66	$	1,429.98
79	028917285	Relocate Sign Less Than 20 Square Feet	1	each	$363.00	$	363.00
80	028917290	Relocate Sign Greater Than or Equal to 20 Square Feet	2	each	$880.00	$	1,760.00
81	028917300	Small Sign Tubular Steel Post Base (B1)	10	each	$423.50	$	4,235.00
82	028917320	Slipbase Sign Base (B3)	16	each	$584.38	$	9,350.08
83	028917350	Sign Post Base (B6B) For S Section Steel Posts	8	each	$2,488.75	$	19,910.00
84	028917360	Sign Post P2	10	each	$1,705.00	$	17,050.00
85	028917370	Sign Post P4	11	each	$301.50	$	3,316.50
86	028917375	Sign Post P5	4	each	$385.00	$	1,540.00
87	028917420	Post S8 x 18.4	8	each	$2,323.75	$	18,590.00
88	028917425	Post W10 x 19.0	12	each	$2,759.16	$	33,109.92
89	028917503	Sign Post Base (B6C) For W Section Steel Posts	12	each	$2,869.16	$	34,429.92
	60- LIGHTING						
90	16525701D	Highway Lighting System	1	lump	$296,638.65	$	296,638.65

	70-ITS					
91	02221740*	Remove Junction Box	4	each	$1,331.00	$ 5,324.00
92	13553701*	One 2-Inch Conduit	485	feet	$44.72	$ 21,689.20
93	13553702*	1D Conduit	4,870	feet	$38.14	$ 185,741.80
94	13553703*	One 3-inch Conduit	125	feet	$71.62	$ 8,952.50
95	135547020	Polymer Concrete Junction Box Type I	1	each	$1,857.26	$ 1,857.26
96	135547030	Polymer Concrete Junction Box Type II	2	each	$2,601.28	$ 5,202.56
97	135547040	Polymer Concrete Junction Box Type III	5	each	$3,415.50	$ 17,077.50
98	135557015	Pedestal-Mounted ITS Cabinet	1	each	$10,591.02	$ 10,591.02
99	135567030	Pedestal Mount CCTV Camera W/PTZ	1	each	$4,716.80	$ 4,716.80
100	135567040	CCTV Camera Cable	160	feet	$10.12	$ 1,619.20
101	135597010	Non-Intrusive Detector (NID) System	1	each	$14,408.90	$ 14,408.90
102	13559711P	45 Foot Highway Luminaire Pole	1	each	$4,070.00	$ 4,070.00
103	135947110	144 Strand SMFO Cable	30,300	feet	$6.97	$ 211,191.00
104	135947130	Fusion Splice	172	each	$64.13	$ 11,030.36
105	135947140	6 Strand Pre-Terminated Drop Cable Distribution Unit	2	each	$3,978.26	$ 7,956.52
106	135947150	Fiber Optic Cable Splice Enclosure	2	each	$1,560.35	$ 3,120.70
107	16530700P	No. 6 AWG Copper Cables	240	ft	$8.94	$ 2,145.60
108	16530705P	No. 6 AWG Bare Copper Ground Wire	80	ft	$8.73	$ 698.40

	TOTAL	$ 15,633,760.55

SR-7 Exit 5 Interchange Notes:

1. Due to unstable fuel prices any fuel price increase during the contract will be surcharged as a change order.
2. Asphalt is based on UDOT's oil index on the date of bid. An increase in pricing greater than 15% will result in asphalt and fuel escalations. In the event of this price increase, the customer will assume additional fuel and asphalt costs as part of the contract.
3. Electrical pricing excludes Dixie Power fees, utility transformers and their installation, and the specified city furnished materials on pages LT-S01 and ITS-S01.
4. Engineering, soils testing, and PIM Is not included in this bid.
5. The cost for independent, UDOT, or city inspectors or inspections are not included in this bid.
6. Bonding is not included in this bid.

Agenda Date: 10/01/2026 **Agenda Item Number:** 3h

Subject:

Consider approval of a UDOT Local Government Federal Aid Agreement with UDOT for Participation and Betterments on the I-15 Milepost 6 to 8 Project.

Item at-a-glance:

Staff Contact: Cameron Cutler

Applicant Name: UDOT

Reference Number: N/A

Address/Location:

I-15 from MP 6 to MP 8

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

This agreement is for the participation and betterment costs on the I-15 Widening Project. Included in the I-15 Widening are the two new underpass structures at 400 E and 900 S, which are estimated to cost around $69M. UDOT has asked the City to support the underpasses with a portion of the cost ($5M). The City has procured a sum of federal monies amounting to $3.59M for the project, and with the City's participation of $1.41M, this amount will cover UDOT's request for $5M. Furthermore, with the widening of 700 E structure, portions of the local roadway improvements (curbing, sidewalk, pavement) are needing to be reconstructed. The City is requesting UDOT remove and reconstruction additional improvements so that the local roadway (700 E) under the structure is widened to facilitate the full 5 lanes under the structure. The additional cost to the City is estimated at $202,638. As outlined in the agreement, the City's total participation cost using local funding is $1,612,638. Staff recommends approval contingent upon the associated budget amendment.

Staff Narrative (need/purpose):

The City sent a letter of support to UDOT earlier this year (February 2026) indicating its support of the project and commitment of $5M (federal - $3.59M and City - $1.41M). The additional betterment cost of $202,638 is to widen 700 E under the I-15 structure.

Name of Legal Dept approver: Daniel Baldwin

Budget Impact:

Cost for the agenda item: $1,612,638

Amount approved in current FY budget for item: $0.00

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

Funding for this is included in the budget amendment included on tonight's agenda.

Description of funding source:

Transportation Improvement Funds (TIF)

Recommendation (Include any conditions):

Staff recommends approval contingent upon the associated budget amendment.

Attachments

State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	City of St George - Cameron Cutler	Maximum Project Value Authorized $175,202,638
PIN Number 18218 FINET Number 56638 FMIS Number F015323 DUNS Number 627376569	Project Number F-I15-1(136)6 PIN Description I-15; Widening from Exit 6 to Exit 8	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and City of St George "Local Agency", a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of I-15; Widening from Exit 6 to Exit 8, located at City of St George and identified as project number F-I15-1(136)6;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2026 - 2029

Fund*	Prior	2026	2027	2028	2029	Total	Fed Aid	State	Other	Pct
FA_GRANT_100	$0	$0	$0	$0	$0	$0	$0	$0	$0	.00%
FA_MISC_100%	$0	$23,500,000	$0	$0	$0	$23,500,000	$23,500,000	$0	$0	.00%
LOCAL_GOVT	$0	$1,149,308	$0	$0	$0	$1,149,308	$0	$0	$1,149,308	100.00%
L_BETTERMENT	$0	$202,638	$0	$0	$0	$202,638	$0	$0	$202,638	100.00%
STP_SUB_JHC	$0	$472,110	$0	$0	$0	$472,110	$440,148	$0	$31,962	6.77%
STP_SU_DMPO	$0	$3,378,582	$0	$0	$0	$3,378,582	$3,149,852	$0	$228,730	6.77%
STP_SU_JHC	$0	$0	$0	$0	$0	$0	$0	$0	$0	.00%
STP_SU_UDOT	$380,235	$1,764,997	$0	$0	$0	$2,145,232	$2,000,000	$145,232	$0	.00%
Total:	$9,490,867	$111,511,771	$29,200,000	$20,000,000	$5,000,000	$175,202,638	$29,090,000	$144,500,000	$1,612,638	.92%

AGREEMENT

Now, therefore, the parties agree as follows:

I. **Description of the Project.**

UDOT is constructing improvements for I-15 through St. George to accommodate the area's long-term transportation and mobility needs. These improvements will widen I-15 to three lanes, replace multiple bridges, and construct new bridges to establish more local connections in St. George.

II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

A. Oversee compliance with federal and state regulations.
B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
C. Assign a UDOT Project Manager to:
   1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
   2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
   3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
   4. Prepare and process the federal aid agreement before project initiation.
   5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
   6. Assist the local agency to process and approve Consultant Pay Requests.
   7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
   8. Coordinate to ensure ongoing communication with the local project sponsor.
   9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
   10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
   11. Coordinate betterment items and finalize agreements prior to construction advertising.
   12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
   13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
   14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

   1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
   2. Coordinate with the UDOT Project Manager concerning the funding.
   3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
   4. Manage the day-to-day activities of the Project as follows:
      a. Consultant and professional services used on the Project.
      b. The Local Agency shall recommend and approve consultant pay requests.
      c. Project scope, schedule, budget, and quality.
      d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
      e. Coordination with the assigned UDOT Project Manager.
      f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
      g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.

h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

    1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
    2) Participate as the active lead in project team meetings as well as all field and plan reviews.
    3) Ensure NEPA Environmental clearances and approvals are obtained.
    4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
    5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
    6) Ensure construction standards and specifications are met.
    7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.

j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
n. Approve the final advertising package and obtain local signature approval advertisement.
o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
t. Assist to provide all documentation needed for construction project close out including Buy America certification.
u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed $175,202,638 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Cameron Cutler at CAMERON.CUTLER@SGCITY.ORG, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. **Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. https://www.ecfr.gov/cgi-bin/ECFR?page=browse

VI. **Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. **Compliance with the John S. McCain National Defense Authorization Act:** The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VIII.**Project Authorization for Federal Aid**. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs

incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and **the Local Agency will be required to pay 100% of those costs.** This end date can be found on the UDOT website at the following link: Local Government Close Out Dates. FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or

   b. canceling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

X. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waiver any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

XII. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XIII. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XIV. **Availability of Records**. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XV. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: https://www.udot.utah.gov/connect/business/design/project-advertising-tools/.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to https://www.ecfr.gov/cgi-bin/ECFR?page=browse for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XVI. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XVII. **UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVIII. **Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XIX. **Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XX. **Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**
Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

LOCAL AGENCY - Approved as to Form

By _____

Date _____
City of St George Official

LOCAL AGENCY

By _____

Date _____
City of St George Official

LOCAL AGENCY - Attest

By _____

Date _____
City of St George Official

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____

Consultant Services
Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
CONSULTANT SERVICES

TODAY'S DATE 8/31/2026
PM REQUEST DATE 8/20/2026

FEDERAL AID AGREEMENT NO.

Project No.: F-I15-1(136)6 **PIN No.:** 18218

PIN Description: I-15; Widening from Exit 6 to Exit 8 **FINET Prog Code No.:** 56638

UDOT Project Manager	UDOT Contract Administrator
Brett E. Anderson 210 West 800 South Richfield, UT 84701 (435)979-4545 beanderson@utah.gov	Devon Tonks (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)867-0533 devon@elevatedconsultinggroup.net

Local Government
City of St George 175 E 200 N St George, UT 84770 Cameron Cutler, (435) 627-4006 CAMERON.CUTLER@SGCITY.ORG

Project Value	$175,202,638
Federal Match	$29,090,000
Local Government Match	$1,612,638
State Match	$144,500,000

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

Agenda Date: 10/01/2026 **Agenda Item Number:** 3j

Subject:

Consider approval to allow Art Around the Corner to serve alcohol in the Civic Room at City Hall on November 12, 2026.

Item at-a-glance:

Staff Contact: Amy Fish

Applicant Name: Heather Atkin

Reference Number: N/A

Address/Location:

61 S. Main Street, St. George, UT, 84770

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

The Art Around the Corner Foundation (AACF) is a nonprofit organization dedicated to supporting the arts, enriching the community, and bringing fine arts to the heart of historic St. George and to our extended gallery sites. The Foundations flagship project is the Art Around the Corner Outdoor Sculpture Gallery, a collection of sculptures from nationally renowned artists. On November 12, 2026, Art Around the Corner will be holding a one-night showcase, open to the public, featuring diverse mediums from Southern Utah creators. The evening is designed to bring together regional artists, collectors, and art lovers while raising support for public art initiatives.

Staff Narrative (need/purpose):

The applicant is requesting for the first time, approval to serve alcohol at this event, which is located in the Civic Room at City Hall. Approval of this request will be subject to the approval of the DABS Single Event Alcohol Permit, and Certificate of Insurance. Alcohol will be provided by Hive 435 Tap House.

Name of Legal Dept approver: Alicia Galvany Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval, subject to the approval of DABS, and Certificate of Insurance.

Attachments

St.George
THE BRIGHTER SIDE

INFORMATION REQUIRED TO OBTAIN AN ALCOHOL LICENSE

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

- [ ] Completed application for Special Event Permit https://www.sgcityutah.gov/specialevent
- [ ] Notarized application for Alcohol Single Event Permit
- [ ] $500.00 annual cost for Alcohol License/Local Consent
- [x] $50.00 non-refundable application fee
- [ ] Local Consent application from the State of Utah – Department of Alcohol. DABC phone number (801) 977-6800 https://abs.utah.gov/

The Business License officer may require additional information as needed.

The Alcohol License is not transferable.

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

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

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

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

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

Fire Department
(435) 627-4150

Zoning Department
(435) 627-4206

Building Department
(435) 627-4100

Bureau of Criminal Identification
(801) 965-4445

Health Department
(435) 986-2580

ALCOHOL SINGLE EVENT PERMIT APPLICATION

St.George
THE BRIGHTER SIDE

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

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

Rev. 2-12-25

1. Name of Organization: Hive 435 TapHouse

2. Address: 61 W. St. George Blvd (Street) St.George (City) UT (State) 84770 (Zip)

3. Phone number: 260-316-8978

4. Person to contact: Elizabeth Rice

5. Type of organization: (check one) Please include a list of officers.

- ☐ Incorporation Association
- ☑ Corporation
- ☐ Partnership
- ☐ Church
- ☐ Political Organization
- ☐ Limited Liability Co.
- ☐ Local Chapter

6. Applicant's Name: Cameron Payne 601-24-9096 (Social Security Number)

7. Applicant's Residence Address: 2512 S 2310 E Circle (Street) St. George (City) UT (State) 84790 (Zip)

8. Applicant's Phone Number: 435-668-8554

9. Name of Event: Art Around the Corner

10. Purpose of Event: To gather the community and provide beer & wine

11. Date(s) and Hours of Event: 5pm- 8:30 pm

12. Admission Charge: $0 Attendance: 100

13. Name of Location of Event: City Hall Civic Center

14. Address of Event: 61 S Main St (Street) St.George (City) UT (State) 84770 (Zip)

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

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

Name	Criminal Offense	Date of Conviction

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

18th day of September, 2026.

Authorized Applicant Signature

Owner
Title

STATE OF Utah

COUNTY OF Washington

SUBSCRIBED AND SWORN TO me before this 18 day of September, ____.

Notary Public

My Commission Expires: July 29, 2029

AMANDA LEIGH PECK
Notary Public - State of Utah
Commission Number: 744136
My Commission Expires on
July 29, 2029

Department of
Alcoholic Beverage Services

Effective Date: Dec. 2024

Local Authority Consent for a Single Event Permit

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

City of St. George

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

Applicant Entity/Organization: Hive435TapHouse

Event Name: Art Around the Corner

Physical Location Street Address: 61S.MainSt-CivicRoomatCityHall

City: St.George **Zip Code:** 84770

Event Start Date: November 12, 2026 **Event End Date:** November 12, 2026

Hours of Operation: 5pm-8:30pm

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

- **Beer** ☑
- **Heavy Beer** ☐
- **Wine** ☑
- **Flavored Malt Beverage** ☐
- **Liquor** ☐

We are recommending this entity as conducting a civic or community enterprise: N/A

Authorized Licensing Authority Signature: [signature]

Printed Name: [illegible] **Title:** City Manager **Date:** 9/22/26

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

This is a suggested format. A local authority produced form is also acceptable.

Agenda Date: 10/01/2026 **Agenda Item Number:** 04

Subject:

Public hearing to receive input on an Emergency Services Sales and Use Tax and to consider approval of Resolution No. 2026-020R to impose a 0.33% Emergency Services Sales and Use Tax Pursuant to Utah Code 59-12-2402.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

Tonight's item is to hold a public hearing to receive public input and to consider adoption of a resolution imposing a 0.33% Emergency Services Sales and Use Tax as a dedicated funding source for emergency medical and fire protection services provided by the St. George Fire Department. The sales tax is proposed to make major investments in the emergency medical and fire protection services provided by the St. George Fire Department to improve response times, staffing coverage, maintain and improve the city's ISO rating, replace fire apparatus, and keep up with growth. These investments include 6 new full-time fire stations, 72 new full-time fire fighters, and 15 new fire apparatus. Utah Code 59-12-24 authorizes municipalities to impose up to a 0.33% local option sales tax to fund emergency medical and fire protection services following a public hearing. Staff recommends holding the public hearing and approval of the resolution.

Staff Narrative (need/purpose):

Tonight's item is to hold a public hearing to receive public input and to consider adoption of a resolution imposing a 0.33% Emergency Services Sales and Use Tax as a dedicated funding source for emergency medical and fire protection services provided by the St. George Fire Department. The sales tax is proposed to make major investments in the emergency medical and fire protection services provided by the St. George Fire Department to improve response times, staffing coverage, maintain and improve the city's ISO rating, replace fire apparatus, and keep up with growth. These investments include 6 new full-time fire stations, 72 new full-time fire fighters, and 15 new fire apparatus. Utah Code 59-12-24 authorizes municipalities to impose up to a 0.33% local option sales tax to fund emergency medical and fire protection services following a public hearing. Staff recommends holding the public hearing and approval of the resolution.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: $0

Amount approved in current FY budget for item: $0

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

funding source:

The Emergency Services Tax is estimated to bring in $12 million annually that will be available for emergency medical and fire protection services provided by the St. George Fire Department.

Description of funding source:

Emergency Services Sales and Use Tax

Recommendation (Include any conditions):

Staff recommends holding the public hearing and approval of the resolution.

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH IMPOSING AN EMERGENCY SERVICES SALES AND USE TAX PURSUANT TO UTAH CODE § 59-12-2402

WHEREAS, Utah Code § 59-12-2402 authorizes a municipality to impose an emergency services sales and use tax upon approval by the governing body after a public hearing; and

WHEREAS, The City of St. George provides emergency services including fire protection, emergency medical services, emergency response personnel, facilities, equipment, apparatus and related operational support; and

WHEREAS, the City Council held two public work meetings on August 20, 2026 and September 3, 2026 to discuss the need to improve emergency response times and fire coverage and the best approach to fund these improvements while limiting the financial burden for the community; and

WHEREAS, the City Council held a duly noticed public hearing to discuss, receive public input, and consider adoption of an emergency services sales and use tax on October 1, 2026; and

WHEREAS, the City Council has determined that it is in the best interest of the City to impose an emergency services sales and use tax as authorized by state law.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH AS FOLLOWS:

Section 1: Imposition of Tax.
Pursuant to Utah Code § 59-12-2402, The City of St. George hereby imposes an Emergency Services Sales and Use Tax at the rate of 0.33% (0.0033) on the transactions described in Utah Code Title 59, Chapter 12, Part 1, Sales and Use Tax Act, occurring within the municipal boundaries of the City of St. George, Utah.

Section 2: Purpose of Tax Revenue.
Revenue collected from the Emergency Services Sales and Use Tax shall be used exclusively for emergency services as authorized by Utah law.

Section 3: Administration and Collection.
The tax shall be administered, collected, and enforced by the Utah State Tax Commission in the same manner as other local sales and use taxes in accordance with state law.

Section 4: Effective Date.
The tax shall take effect on the earliest date allowed by law following adoption of this resolution and proper notice to the Utah State Tax Commission, as required by Utah Code § 59-12-2402 and applicable administrative rules.

Section 5: Severability.
If any provision of this Resolution is held invalid, such invalidity shall not affect the other provisions of this Resolution.

Section 6: Adoption.
This Resolution shall become effective immediately upon adoption by the City Council of the City of St. George.

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 1ST DAY OF OCTOBER, 2026.

ST. GEORGE CITY:

_____
Jimmie B Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan Dooley, City Attorney

VOTING OF CITY COUNCIL:

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



EMERGENCY SERVICES SALES AND USE TAX PUBLIC HEARING

Emergency Services Sales Tax Overview

The proposed Emergency Services Tax is a sales tax that is available as a dedicated funding source for the services provided by our Fire Department. This includes emergency medical and fire protection services provided by the department and all costs associated with these services.

Major highlights:

- Restricted towards emergency services and fire protection
- Does not apply to food and food ingredients, fuel, or pharmaceuticals
- The entire collection stays in the community
- Sunsets after 10 years

Emergency Services Sales Tax Overview

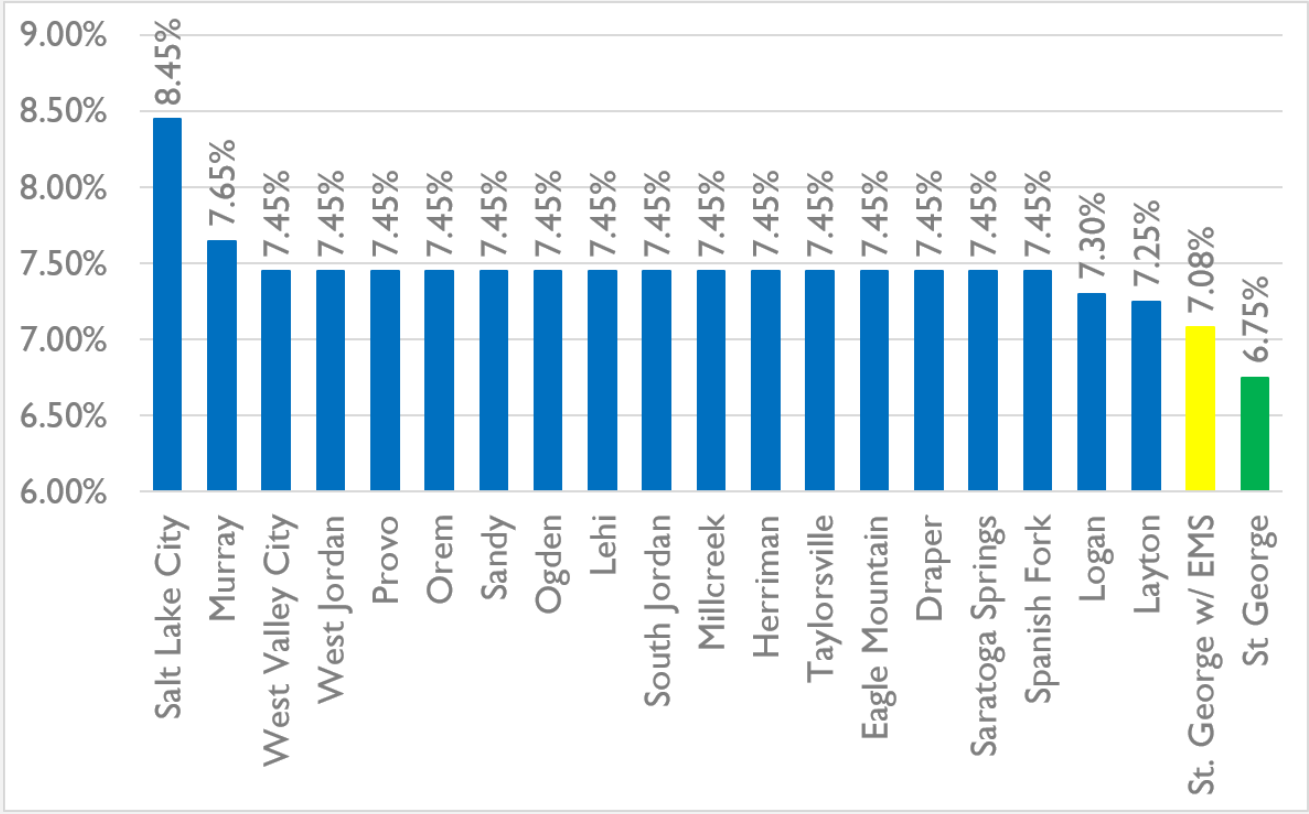
The proposed Emergency Services Sales Tax rate is 0.33%

- This tax rate equates to 33 cents per every $100 of taxable spend
- The average household impact is estimated at $56 per year

The proposed tax rate is estimated to produce $12 million in annual revenue that would be available as a dedicated funding source for the fire department and the proposed expansion of service.

Emergency Services Sales Tax Overview

- Lowest sales tax rate of the top 20 cities
- 4th Lowest sales tax rate in Washington County

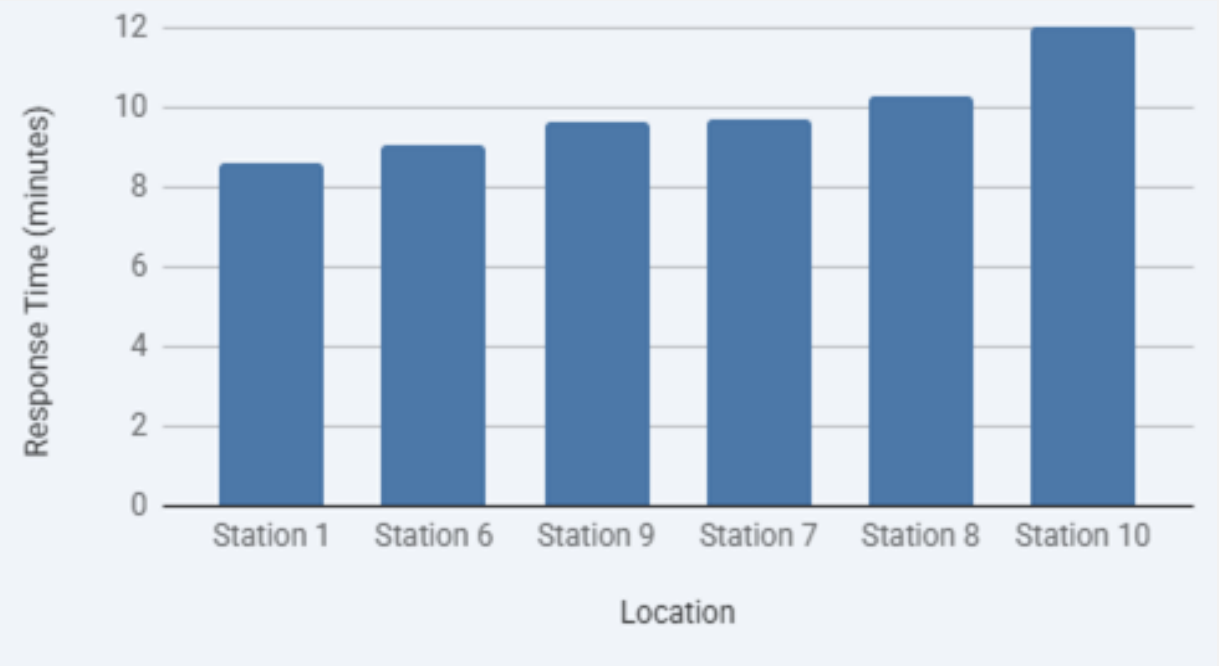


Service Need – Response Times

Actual 90% Response Time
9 min 47 sec

Target 90% Response Time (NFPA)
4 mins

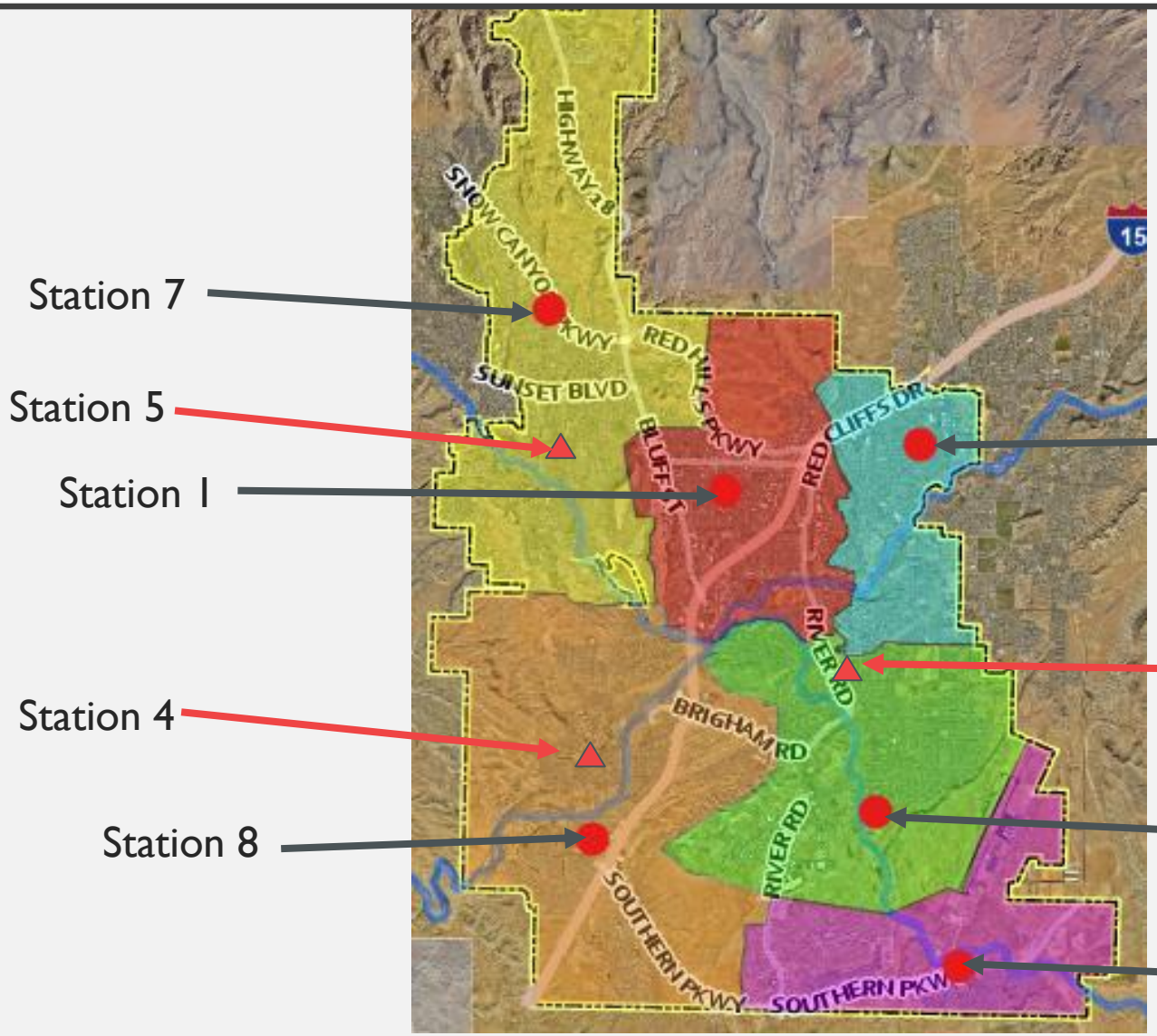
90% Response Time by Fire Station



Service Need – Response Times/Coverage

Staffed Stations

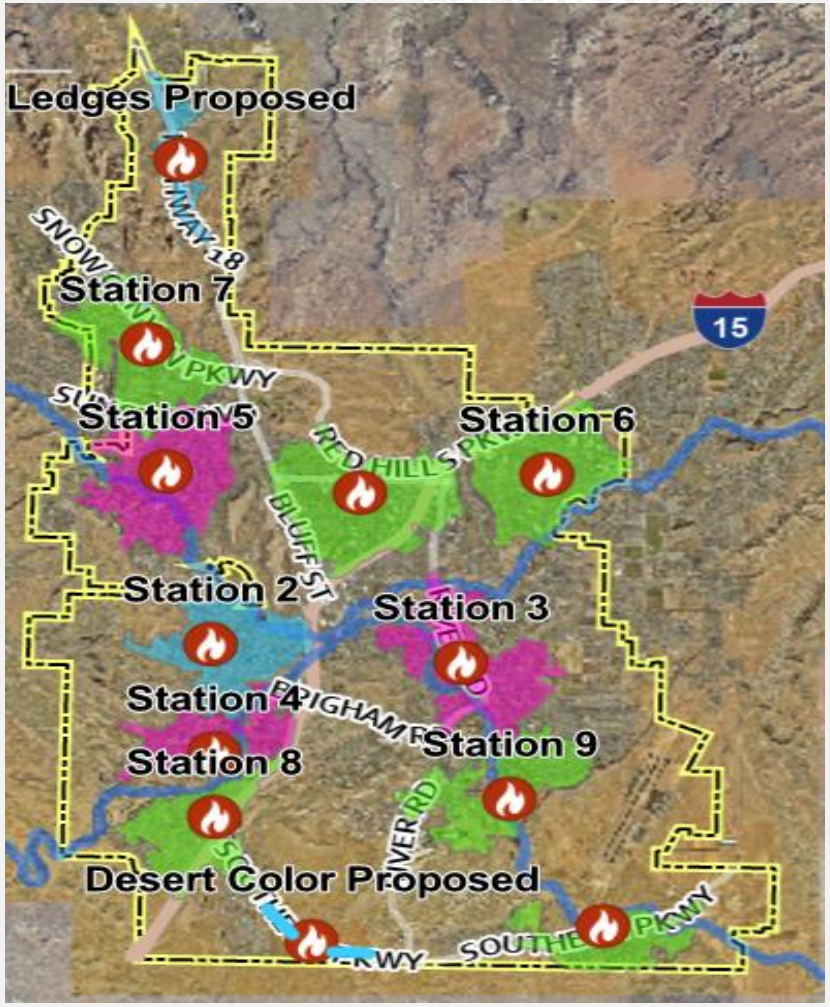
On-call Stations



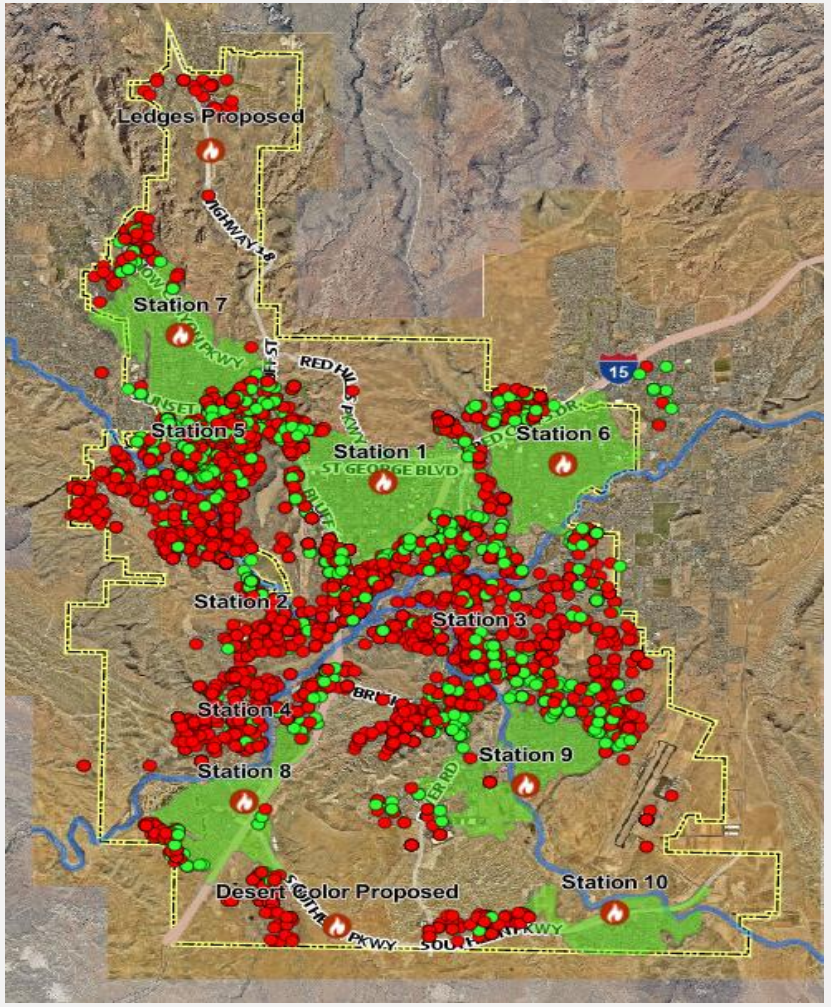
Service Need – Response Times/Coverage

- Current FT Station
- Current Reserve Station
- New FT Station

Current & Future Fire Stations With 1.5 Mile Roadway Radius



Current Full-time Fire Stations Actual Response Times



2025-2026

Green Dots-
6-8 min response

Red Dots-
9-15 min response

Service Need – Response Times/Staff on duty

Bella Vista Apartment Fire

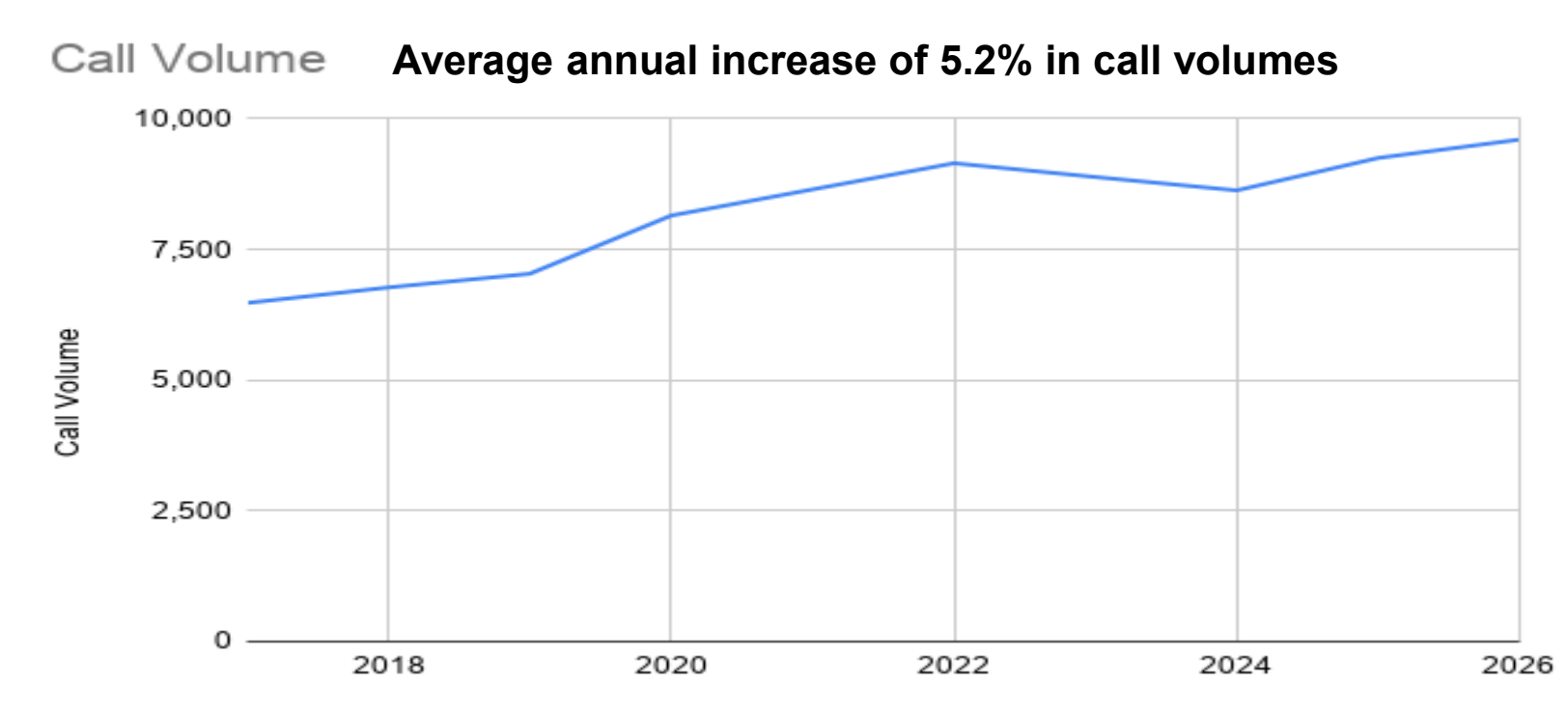
- 20 Apartments experienced total losses due to fire and water damage.
- 60+ Residents evacuated and displaced
- June 2026

Total Staff on Scene = 35 (22 SGFD + 9 MA)
NFPA Standard = 43

Engine	Response Time	Crew Size	NFPA Standard
Ladder 21	7:12	4-man	4:00
Engine 26	12:04	3-man	6:00
Engine 27	12:42	4-man	10:00
Engine 28	13:30	3-man	10:00
Engine 29	14:04	3-man	10:00
Engine 210	19:46	4-man	10:00
Engine 61 (Washington)	34:00	3-man	10:00
Ladder 46 (Hurricane)	36:00	3-man	10:00
Engine 31 (Santa Clara)	46:00	3-man	10:00

*Mutual Aid Units were paged 20-25 minutes after initial page

Service Need - Growth



Proposed Investments

This proposal will provide a dedicated funding source for the fire department to make a major investment in the city's emergency medical and fire protection services. These investments will raise the service level currently provided and help ensure the city continues to provide high-quality emergency and fire protection services to the community far into the future.

New investments proposed from this tax includes:

- 6 new full-time fire stations
- 72 new full-time fire fighters
- 15 apparatus (new & replacement)

Expected Impact

These investments will make a major impact on the quality of the services provided by the fire department for the community including:

1. Improved response times
2. Increased staff on duty to help respond to major incidents
3. Helping keep up with growth
4. Replacing aging apparatus
5. Helping maintain or improve ISO rating

Questions?

Agenda Date: 10/01/2026 **Agenda Item Number:** 05

Subject:

Public Hearing and consideration of the Consolidated Annual Performance Evaluation Report (CAPER) for the 2025 program year, fiscal year 2026 of the Community Development Block Grant (CDBG).

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: City of St. George

Reference Number: PY25FY26 City of St. George CAPER

Address/Location:

61 South Main Street

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

On or about October 1, 2026, the City will submit a Consolidated Annual Performance Evaluation Report (CAPER), for the 2025 Program Year, to the U.S. Department of Housing & Urban Development (HUD). The CAPER is a financial and public benefit summary of the City use and expenditures of federal Community Development Block Grant (CDBG) funds. The report evaluates how the City used these federal funds during the past program year to carry out priorities identified in the City adopted 2025 Annual Action Plan. The report also evaluates how the City uses other resources to leverage federal dollars in carrying out the broader vision of community needs and priorities. A public comment period started on September 15, 2026 and will end on October 1, 2026. No comments have been received to date.

Staff Narrative (need/purpose):

The Department of Housing and Urban Development (HUD) requires the City to report on how federal funds were utilized during the program year and to provide an opportunity for the public to comment on the use of these funds. This yearly report is required to continue to receive the grant.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

Consolidated Annual Performance Evaluation and Report (CAPER) 2025

DRAFT

City of St. George
Community Development
61 South Main Street
St. George, Utah 84770

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of St. George is an entitlement jurisdiction, receiving an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies community needs, prioritizes these needs, and establishes goals and objectives to meet the needs.

Each year the City is also required to provide an assessment of its accomplishments toward meeting the goals and objectives in the 2024-2028 Consolidated Plan. This report is called the Consolidated Annual Performance Evaluation and Report (CAPER). The CAPER also evaluates the progress of meeting the one-year goals identified in the Annual Action Plan. The City utilized $559,735.02 in CDBG funding for program year 2025 that ran from July 1, 2025, through June 30, 2026.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Increase and Expand Public Services LMI	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		976	575	59.00%

OMB Control No: 2506-0117 (exp. 09/30/2021)

1A Increase and Expand Public Services LMI	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3000	340	11.33%			
1B Increase & Expand Public Services Special Needs	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	2344	156.27%	4229	1755	41.49%
1B Increase & Expand Public Services Special Needs	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	6000	1574	26.23%			
1C Homebuyer Assistance Program	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	56	0	0.00%			
2A Increase & Improve Access to Public Facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	275	0	0.00%	4000	0	0.00%
2A Increase & Improve Access to Public Facilities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25000	0	0.00%			

DRAFT

2B Increase &Expand Capacity Public Infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	250	0	0.00%	6000	0	0.00%
2B Increase &Expand Capacity Public Infrastructure	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	22500	0	0.00%			
CDBG Administration	CDBG Administration	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Facade treatment/business building rehabilitation	Business	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Brownfield acres remediated	Acre	0	0				

DRAFT

CDBG Administration	CDBG Administration	CDBG: $	Rental units constructed	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Homeowner Housing Added	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Homelessness Prevention	Persons Assisted	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Jobs created/retained	Jobs	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Businesses assisted	Businesses Assisted	0	0				

DRAFT

CDBG Administration	CDBG Administration	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	HIV/AIDS Housing Operations	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Buildings Demolished	Buildings	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0				
CDBG Administration	CDBG Administration	CDBG: $	Other	Other	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the 2025 program year, the City of St. George made progress towards meeting its annual and five-year goals for serving low to moderate income households within the city. Funding was allocated to programs addressing the highest priority needs identified in the Consolidated Plan.

Goals 1A and 1B: Increase/Expand Public Services

- Public Services: Programs by Big Brothers Big Sisters, DOVE Center, Family Support Center, Memory Matters, and Switchpoint were completed for approximately $75,362.00, aiding over 2,344 residents.

- Switchpoint Community Resource Center: Served approximately 1,520 individuals experiencing or at risk of homelessness. The shelter also provided homeless prevention services, including assistance with rent, back rent, and utilities.

Goal 1C: Promotion of Fair Housing

- The City has not yet identified a partner or local entity to participate in the promotion of fair housing but will continue to seek avenues to work toward this goal.

Goals 2A and 2B: Public Facilities and Infrastructure Improvements

- Fire Truck Acquisition: The final payment was made for a new fire truck that will primarily serve low- to moderate-income neighborhoods. Due to production timelines, delivery is delayed until July 2027.
- Dixie Academy Rehabilitation: Work on this historic downtown building, which houses the Children's Museum and serves a low- to moderate-income neighborhood, began in May 2026 and is scheduled for completion by the end of August 2026.
- Accessibility Projects: Downtown infrastructure projects aimed at removing physical barriers for elderly residents and people with disabilities were delayed due to scheduling conflicts with other city projects. These accessibility improvements will be a primary focus in the 2026 program year.

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	1809
Black or African American	100
Asian	20
American Indian or American Native	84
Native Hawaiian or Other Pacific Islander	34
Total	**2047**
Hispanic	124
Not Hispanic	1923

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Public Service Activities
Due to IDIS input field limitations, the system table only shows 2047 total persons served by race in St. George. However, the City also served additional individuals within these categories, including:

- American Indian/Alaskan Native & White: 11
- Black & White: 18
- American Indian/Alaskan Native & Black: 3
- Other Race / Unspecified: 579
- Hispanic (within the above categories): 190

This brings the actual total to 2,658 persons served during the 2025 program year, approximately 95% of whom were recorded as low-to-moderate income.

Public Facilities and Infrastructure
In addition to the public services detailed above, low-to-moderate income individuals also benefited from improved public facilities and infrastructure funded during the 2025 program year.

DRAFT

Additional Demographics

Because IDIS does not report on specific demographic groups, the 2025 program year numbers for disabled persons, non-English speaking persons, female-headed households, and the elderly (62+) are provided in the table below.

# disabled persons served	787
# non-English speaking persons served	107
# female-headed households	576
# elderly (62+) persons served	137

DRAFT

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	625,751	559,735

Table 3 - Resources Made Available

Narrative

CDBG expenditures in the 2025 program year included utilization of 2025 HUD allocation grant funds as well as prior year funding of $25,241.13 and program income of $1,128.54.

The total resources made available for the City through CDBG and program income was $652,120.67 and the amount expended through the program year was $559,735.

During the height of COVID, CV activities were identified, and funding was allocated when all eligibility requirements were met. Some of those activities were accomplished under budget leaving an unprogrammed balance of $11,940.02 of CV funds for program year 2024. The City of St. George has not identified activities that meet the eligibility parameters for CV funding and understands these funds will be returned to HUD if not allocated and expended.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of St. George			

Table 4 – Identify the geographic distribution and location of investments

Narrative

No specific targeting.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

At this time, St. George receives CDBG entitlement funds from HUD only, which do not require a matching contribution. However, the City is working to better coordinate activities among various governmental and non-profit agencies to ensure a more consolidated and efficient use of limited resources.

For example, the Switchpoint Community Resource Center homeless shelter—a City-owned facility operated by the non-profit Friends of Switchpoint—has successfully leveraged funding through donations and private enterprises. Their operations include a thrift store, boutique, pet daycare and boarding, small machine repair shop, and a 24-hour childcare facility opened in Program Year 2021. Switchpoint also roasts and sells its own coffee brand statewide and operates Switchpoint Garden Aeroponics. This eco-friendly tower garden uses space and water efficiently without pesticides, allocating 80% of each harvest for community purchase and 20% to feed resource center clients.

Additionally, both the Switchpoint Community Resource Center and the DOVE Center domestic violence shelter receive funding through the Utah Balance of State Continuum of Care.

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	1,339	0
Number of Non-Homeless households to be provided affordable housing units	10,976	0
Number of Special-Needs households to be provided affordable housing units	2,890	0
Total	**15,205**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**0**	**0**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

While affordable housing remains a critical need for low- and moderate-income (LMI) residents, limited funding requires the City to focus CDBG investments primarily on infrastructure, public facilities, and public services for special needs populations. However, the City continues to support housing stability through several key initiatives:

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Homeless Prevention and Shelter Support

- Switchpoint Community Resource Center: Operating out of a City-owned building, Switchpoint serves approximately 380 homeless households each quarter, providing rental assistance, back rent payments, and utility assistance.
- DOVE Center: Serves approximately 58 households each quarter, providing essential shelter and homeless prevention services for individuals fleeing domestic violence.

Affordable Housing Development

- CDBG Funding Updates: While no CDBG funds were used for direct construction or rehabilitation of housing units in Program Year 2025, the City is actively exploring partnerships with governmental and non-governmental agencies to purchase and develop affordable units.
- Riverwalk Infrastructure Project: Completed in Program Year 2017 alongside a LIHTC development, this project created 50 affordable apartment units for LMI households, which became fully occupied following completion in 2019.
- The Point (Switchpoint): The City utilized CDBG-CV funds to acquire this property and entered into a development agreement with Friends of Switchpoint to create long-term residential rental units for low-income and disabled residents. Phase 1 (50 units) was completed in 2022. Phase 2 (60 units) broke ground in February 2025 and received its Certificate of Occupancy on July 27, 2026.

Regional Collaboration and Task Forces

- Housing Action Coalition (HAC): This coalition was created by the City of St. George in partnership with Washington County, and it brings together municipal stakeholders, community members, and citizens to collaborate on creating attainable housing. It brings together municipal stakeholders, community members, and citizens to collaborate on creating attainable housing.
- Washington Local Homeless Coordinating Committee (LHC): The City actively participates in this committee, which is part of the Utah Balance of State Continuum of Care, to support state-wide strategic goals to reduce homelessness.
- Southern Utah Land Use Task Force: The City engages with regional mayors, councils, county commissioners, and developers to collaborate on broader housing solutions.

Discuss how these outcomes will impact future annual action plans.

Despite serving over 438 homeless households quarterly through Switchpoint and the Dove Center during the 2025 program year, the number of individuals and families experiencing or at risk of homelessness continues to rise, exponentially increasing demand on local housing and service providers.

Consequently, the City has made funding for homeless and vulnerable populations a high priority for Community Development Block Grant (CDBG) funds, and will continue supporting vital public services.

To address the ongoing need for affordable housing, the City recently funded public infrastructure improvements around the Riverwalk area to foster affordable housing development. Additionally, CARES Act (CV) funds were allocated to acquire and repurpose a motel into low- to moderate-income housing.

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The second phase of this project broke ground on February 24, 2025, received its Certificate of Occupancy on July 27, 2026, and provides 60 long-term residential rental units for low-income and disabled residents of St. George.

The City remains committed to prioritizing affordable housing, a dedication held since the 2019 adoption and subsequent updates of the moderate-income housing element of the City's general plan. As part of this ongoing effort, in 2025 the City established the R-1 zone with no minimum lot area requirement, encouraging developers to build diverse subdivisions and create more affordable housing options.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	189	0
Low-income	133	0
Moderate-income	139	0
Total	**461**	**0**

Table 7 – Number of Households Served

Narrative Information

Though no housing units were provided for affordable housing, through the City's CDBG regular funding, a total of 461 extremely low-income, low-income, and moderate-income persons were served where information on income by family size is required to determine the eligibility of the activity.

Because the table above requests only this information, the public service or public facility activities conducted that do not require information on income by family size because their clientele falls into a presumed benefit category are not included. A total number of low to moderate income individuals served as part of a limited clientele benefit is 1,769. All activity service data can be found below.

INCOME	
Presumed	1769
Extremely low	189
low	133
moderate	139
non lmi	114
total lmi	2230
total served	**2344**
% lmi assisted	95%

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of St. George is part of the Washington Local Homeless Committee (LHC). This consortium consists of local homeless services and other organizations involved in planning various related programs in the city and Washington County. The principle organizations involved with the committee are:

- The City of St. George
- Dove Center
- Department of Workforce Services
- Equality Utah
- Family Healthcare
- Five County Community Action
- Intermountain Health Care
- St. George Interfaith Council
- Red Rock Center for Independence
- St. George Housing Authority
- Southwest Behavior Health
- Southwest Utah Public Health
- Switchpoint Community Resource Center
- UniteUS
- Utah Food Bank
- Utah Office of Homeless Services
- Utah Support Advocates for Recovery Awareness
- Veterans Affairs
- Washington County Emergency Operations
- Washington County School District
- Washington County Sheriff
- Washington County/Community Development
- Youth Futures

The LHC works to alleviate the effects of homelessness and coordinate local resources to maximize services. The LHC participates with and impacts policy on the direction of State, Federal and local homeless funding, and it participates in the Point-in-Time Count each year to count the number of homeless people in Washington County. The committee supports and implements the Housing First approach to provide housing and case management to optimize self-sufficiency for individuals and

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families who are homeless. The committee currently meets monthly in St. George.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of St. George coordinates with the Washington LHC in addressing homeless needs and helping homeless persons make a transition to permanent housing. A major task of the coordinating committee is continual evaluation and updates to its Strategic Plan to End Chronic Homelessness through Housing First. A large part of the current coordinating efforts are directed toward seeking means to acquire or build transitional housing units, for both families and single individuals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Homelessness Prevention and Support
The City continues to partner with the Washington LHC to address chronic homelessness. Funding was directed to the Switchpoint Community Resource Center, which assisted an average of 380 individuals experiencing or at risk of homelessness each quarter during the program year. Funding was also awarded to the DOVE Center to support its shelter for individuals fleeing domestic violence.

Affordable Housing and Infrastructure Development
While there were no direct new construction activities for affordable rental units in the 2025 program year, several key long-term projects have achieved significant milestones:

- The Riverwalk Area Project: Infrastructure and street improvements from the 2017 program year are complete, successfully encouraging the development of a 50-unit apartment complex for low- to moderate-income (LMI) households.
- The Cast Iron Project: Completed during the 2018 program year, this project also improved infrastructure to benefit LMI households.
- The Point (Phases I & II): Acquired and renovated using CDBG-CV funding in 2021, this facility is operated by Friends of Switchpoint. Phase I completed 50 affordable studio units in 2022. Phase II broke ground on February 24, 2025, and received its Certificate of Occupancy on July 27, 2026. This second phase provides 60 long-term residential rental units for St. George residents who have a qualifying disability under the ADA and earn 55% or less of the area median income.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of St. George recognizes the importance of prevention, rehabilitation, education, and transitional housing efforts for at-risk and homeless individuals. The City continues to support the Washington Local Homeless Committee (LHC) by actively providing cooperation, innovation, and assistance to improve services addressing homelessness.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of St. George does not operate or manage public housing, relying instead on the strategies developed by the SGHA. However, the City has previously contributed Community Development Block Grant (CDBG) funds to support SGHA's housing programs.

As the local public housing authority, SGHA serves families in St. George and Washington County. It manages the Dixie Sun Manor senior complex, a 30-unit facility for the elderly where the waiting list is open but has an expected wait time of 18 to 36 months. SGHA also administers 244 Housing Choice Vouchers (HCV) throughout the city and county. The HCV wait list has been closed since September 2019 and will reopen once it falls below 50 applicants. SGHA will announce any status changes for the HCV wait list through local media and in its offices.

Through the City's involvement with the Washington Local Homeless Coordinating Committee (LHC), there are many opportunities to collaborate with SGHA. Notably, SGHA acquired approximately 21 Emergency Housing Vouchers (EHVs) through the CARES Act, and the City will assist with the coordinated entry process for potential applicants as needed.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Current Housing Choice Voucher (HCV) program participants have the opportunity to join the Family Self-Sufficiency (FSS) Program with the St. George Housing Authority (SGHA).

Participants in this program can work toward financial independence by earning monthly monetary credits based on their portion of the rent. These credits are deposited into an interest-bearing savings account and disbursed to participants upon successful completion of the program.

Actions taken to provide assistance to troubled PHAs

Not applicable.

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In 2019, the City's Analysis of Impediments to Fair Housing Choice was updated to identify emerging impediments to fair housing in the City of St. George. Following a thorough review of public and private policies, extensive public input, and a detailed examination of social and economic data, the following impediments were identified:

1. Lack of fair housing programs
2. Limited affordable housing
3. Lack of state or local fair housing laws
4. Lack of public resources in Spanish

The actions taken to address these impediments are summarized at the end of this section under "CR-35 Other Actions."

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacle to meeting underserved needs in the City of St. George is the lack of available funding for the City and our non-profit partners. The increasing needs of our low- and moderate-income residents, combined with a growing number of competing organizations and a decrease in both public and private funds, has widened the gap between project costs and available resources.

To address these challenges, the City of St. George continues to coordinate activities with the St. George Housing Authority and the Local Homeless Coordinating Committee (Continuum of Care). We also work closely with housing agencies, social service providers, aging and disability organizations, mental health and substance abuse centers, and homeless assistance providers to gather data, identify service gaps, and develop coordinated projects.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

While St. George does not currently have programs that directly reduce lead-based paint hazards in homes, the City actively promotes awareness to its residents regarding the risks associated with living in or purchasing a home that may contain lead-based paint.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of St. George coordinates efforts with the Washington LHC to reduce homelessness and open discussions regarding affordable housing and employment opportunities for poverty-level families and their needs with varying service providers.

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Additionally, the City participates in the Housing Action Coalition (HAC). This committee brings together professionals from various fields—including developers, realtors, loan officers, public officials, and city staff—to collaboratively find solutions to the barriers of entry to affordable housing.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

During the 2015 program year, the City hired Civitas LLC to assist with a major overhaul of its CDBG program. This effort resulted in the approval of the Consolidated Plan, a new Analysis of Impediments to Fair Housing Choice, updates to the Citizen Participation Plan, and major improvements to the program's policies and procedures.

In the 2018 program year, the City brought CDBG administration back in-house to ensure staff remained closely connected to community needs and the utilization of funds. To maintain institutional knowledge and promote best practices, staff attend available in-person training at the HUD offices in Denver, as well as quarterly virtual CDBG/Home Region VIII User Group meetings.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of St. George continues to work closely with area housing and service providers. The Switchpoint Community Center, owned by the City and operated by Friends of SwitchPoint, Inc., serves as a regional leader for special needs services. As such, staff have ongoing partnerships and relationships with area agencies.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Provisions to affirmatively further fair housing (AFFH) are long-standing components of HUD's housing and community development programs and follow the mandate of Section 808(e)(5) of the Fair Housing Act. Each year CDBG entitlement grantees, such as the City of St. George, are required to submit a certification that they will comply with provisions to affirmatively further fair housing and to document those actions in their annual CAPER.

A principal means for an entitlement community to further affirm their support of AFFH is through completing and following an "Analysis of Impediments to Fair Housing Choice" (AI). The AI is undertaken to identify impediments or barriers to fair housing choice in the City; to assess current fair housing initiatives; and, to describe actions the City could take to overcome identified problems.

In 2019, the City completed an AI. There were four impediments found through a thorough review of current policies and practices in the public and private sectors, extensive public input, and a detailed examination of social and economic data. These impediments were: 1) Lack of fair housing programs; 2)

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Limited affordable housing; 3) Lack of state or local fair housing laws; and 4) Lack of public resources in Spanish.

Actions taken to address impediments were:

Impediment 1:

The City continues to monitor state-wide legislative proposals and is heavily involved with the Utah Leagues of Cities and Towns (ULCT). There are no local fair housing programs at this time.

Impediment 2:

1) The Housing Action Coalition (HAC) was created. HAC's purpose is to increase collaboration, educate, and celebrate affordable housing efforts for St. George City and Washington County

2) The Moderate-Income Housing element of the General Plan was amended in 2025. The City also amended City code to include an R-1 zone with no minimum lot area requirement, encouraging developers to build diverse subdivisions and create more affordable housing options.

3) Riverwalk, a 55-unit affordable housing project, is now fully leased out

4) The Point, a 55-unit transitional housing project, is now fully leased out

5)The second phase of the Point, a 60-unit housing project broke ground in February 2025 and received a Certificate of Occupancy on July 27, 2026.

6)The City is working with The Dove Center on a new shelter to be located in Downtown St. George. The project is slated to begin in the next fiscal year

The City will continue to work and collaborate with area housing developers to provide additional affordable housing options including mixed use developments, single family and multi-family housing.

Impediment 3:

The City continues to monitor state-wide legislative proposals and is heavily involved with the Utah Leagues of Cities and Towns (ULCT). There are no local fair housing programs at this time.

Impediment 4:

The City's website was updated to improve citizen communications through increased social media posts, video, and press releases. The new website now has accessibility features including:

- translation for 70 plus languages
- dyslexia friendly fonts and formality
- contrast controls
- text spacing
- text sizing
- text alignment
- saturation

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The City continues to make diversity and inclusivity a priority. The City updated the citizen participation plan for voluntary compliance and publishes all virtual CDBG notices in English and in Spanish.

The City will continue to work towards the four impediments identified in the 2019 Analysis of Impediments in future program years.

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CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of St. George follows an adopted monitoring guide that instructs both the City and it's subrecipients. This guide was updated at the end of the 2015 program year and has been implemented since.

The purpose of monitoring ensures compliance with the requirements of the CDBG program as well as:

- Anticipating and addressing items before they become serious issues or problems,
- Successfully addressing and remedying problems,
- Completing the project
- Making sure the project has met the program objective.

Procedures, Frequency and Results of Monitoring

During the course of each contract year, the City conducts monitoring visits to CDBG subrecipients. The process includes site visits and an annual review of reports and documentation. The visits also include financial monitoring and extended interviews with subrecipients and, as necessary, with clients. From the monitoring visit, suggestions and concerns are relayed through conversation with the subrecipient, with serious issues and findings reported by letter. When necessary, a follow-up session is held with the subrecipient.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City maintains a Citizen Participation Plan. As such, the Citizen Participation Plan requires a 15-day comment period on the CAPER. The City of St. George hosts training sessions, public meetings, and places draft copies of varying plans and reports on the City's website. In addition to local newspaper notices, the City may email information and notices to all agencies who previously applied for funding or those who asked to be contacted regarding funding opportunities.

Summary of Citizen Participation Events During PY 2025

Notices for the following events were published in the Spectrum – the local newspaper as well as on the City's website and on the community bulletin board in City Hall on August 27, 2025.

The CAPER 15-day comment period was from August 27 to September 14, 2026. The CAPER was made available on the City's website and was also available in print at City Hall.

A public hearing was held on Thursday, September 3rd, 2026, at 5:00 p.m. at City Hall to receive citizen input on community development needs and to make comments on the CAPER.

Summary of citizen comments

COMMENTS WILL BE ADDED HERE IF RECEIVED

Communications Assistance: If you use a special device in order to communicate with someone who uses a standard telephone, you may call a communications assistant at Relay Utah who will assist you with your call to the Human Resources Office. The toll-free number for assistance in English is 7-1-1, for Spanish 1-888-346-3162.

Disability Assistance: The location of the meeting is accessible to people with disabilities. The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office at (435) 627-4674 at least 24 hours in advance if you have special needs.

Translation Assistance: The City of St. George will make efforts to provide language translation assistance for public meetings and program information. Please contact the City Human Resources Office at (435) 627-4674 at least 24 hours in advance if language translation assistance is needed for a public meeting.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

N/A

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

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CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

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Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Public facility and infrastructure projects for program year 2025 did not trigger section 3 requirements.

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PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	25,241.13
02 ENTITLEMENT GRANT	625,751.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	1,128.54
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	652,120.67
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	505,964.08
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	505,964.08
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	53,770.94
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	559,735.02
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	92,385.65
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	505,964.08
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	505,964.08
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	

23	PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24	CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25	CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26	PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS		
27	DISBURSED IN IDIS FOR PUBLIC SERVICES	75,362.00
28	PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29	PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30	ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31	TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	75,362.00
32	ENTITLEMENT GRANT	625,751.00
33	PRIOR YEAR PROGRAM INCOME	271.87
34	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35	TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	626,022.87
36	PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	12.04%
PART V: PLANNING AND ADMINISTRATION (PA) CAP		
37	DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	53,770.94
38	PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39	PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40	ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41	TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	53,770.94
42	ENTITLEMENT GRANT	625,751.00
43	CURRENT YEAR PROGRAM INCOME	1,128.54
44	ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45	TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	626,879.54
46	PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	8.58%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	3	167	7069558	PY25 Fire Truck	03O	LMA	$91,563.77
					03O	**Matrix Code**	**$91,563.77**
2025	2	173	7168377	PY25 Switchpoint	03T	LMC	$27,062.00
					03T	**Matrix Code**	**$27,062.00**
2025	2	171	7099448	PY25 Memory Matters	05B	LMC	$6,000.00
2025	2	171	7117717	PY25 Memory Matters	05B	LMC	$9,000.00
					05B	**Matrix Code**	**$15,000.00**
2025	2	169	7117717	PY25 Dove Center	05G	LMC	$4,035.93
2025	2	169	7141114	PY25 Dove Center	05G	LMC	$1,763.81
2025	2	169	7155442	PY25 Dove Center	05G	LMC	$4,194.21
2025	2	169	7187618	PY25 Dove Center	05G	LMC	$6.05
					05G	**Matrix Code**	**$10,000.00**
2025	2	168	7099448	PY25 Big Brothers Big Sisters	05L	LMC	$5,440.71
2025	2	168	7117717	PY25 Big Brothers Big Sisters	05L	LMC	$6,253.52
2025	2	168	7155442	PY25 Big Brothers Big Sisters	05L	LMC	$2,305.77
2025	2	170	7099448	PY25 Family Support	05L	LMC	$658.13
2025	2	170	7141114	PY25 Family Support	05L	LMC	$8,300.00
2025	2	170	7168377	PY25 Family Support	05L	LMC	$341.87
					05L	**Matrix Code**	**$23,300.00**
2025	3	172	7168377	PY25 FY 26 Dixie Academy Rehabilitation	16B	LMA	$247,405.11
2025	3	172	7188120	PY25 FY 26 Dixie Academy Rehabilitation	16B	LMA	$91,633.20
					16B	**Matrix Code**	**$339,038.31**
Total							**$505,964.08**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent,	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount

2025	2	173	7168377	No	PY25 Switchpoint	B25MC490012	EN	03T	LMC	$27,062.00
								03T	**Matrix Code**	**$27,062.00**
2025	2	171	7099448	No	PY25 Memory Matters	B25MC490012	EN	05B	LMC	$6,000.00
2025	2	171	7117717	No	PY25 Memory Matters	B25MC490012	EN	05B	LMC	$9,000.00
								05B	**Matrix Code**	**$15,000.00**
2025	2	169	7117717	No	PY25 Dove Center	B25MC490012	EN	05G	LMC	$4,035.93
2025	2	169	7141114	No	PY25 Dove Center	B25MC490012	EN	05G	LMC	$1,763.81
2025	2	169	7155442	No	PY25 Dove Center	B25MC490012	EN	05G	LMC	$4,194.21
2025	2	169	7187618	No	PY25 Dove Center	B25MC490012	EN	05G	LMC	$6.05
								05G	**Matrix Code**	**$10,000.00**
2025	2	168	7099448	No	PY25 Big Brothers Big Sisters	B25MC490012	EN	05L	LMC	$5,440.71
2025	2	168	7117717	No	PY25 Big Brothers Big Sisters	B25MC490012	EN	05L	LMC	$6,253.52
2025	2	168	7155442	No	PY25 Big Brothers Big Sisters	B25MC490012	EN	05L	LMC	$2,305.77
2025	2	170	7099448	No	PY25 Family Support	B25MC490012	EN	05L	LMC	$658.13
2025	2	170	7141114	No	PY25 Family Support	B25MC490012	EN	05L	LMC	$8,300.00
2025	2	170	7168377	No	PY25 Family Support	B25MC490012	EN	05L	LMC	$341.87
								05L	**Matrix Code**	**$23,300.00**
				No	**Activity to prevent, prepare for, and respond to Coronavirus**					**$75,362.00**
Total										**$75,362.00**

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2025	1	174	7187618	PY25FY26Admin	21A		$53,770.94
					21A	**Matrix Code**	**$53,770.94**
Total							**$53,770.94**

ST. GEORGE

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Public Facilities and Improvements	Fire Station/Equipment (03O)	3	$91,563.77	0	$0.00	3	$91,563.77
	Non-Residential Historic Preservation (16B)	1	$339,038.31	0	$0.00	1	$339,038.31
	Total Public Facilities and Improvements	4	$430,602.08	0	$0.00	4	$430,602.08
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	0	$0.00	2	$27,062.00	2	$27,062.00
	Services for Persons with Disabilities (05B)	0	$0.00	2	$15,000.00	2	$15,000.00
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	0	$0.00	2	$10,000.00	2	$10,000.00
	Child Care Services (05L)	1	$14,000.00	3	$9,300.00	4	$23,300.00
	Total Public Services	1	$14,000.00	9	$61,362.00	10	$75,362.00
General Administration and Planning	General Program Administration (21A)	0	$0.00	2	$53,770.94	2	$53,770.94
	Total General Administration and Planning	0	$0.00	2	$53,770.94	2	$53,770.94
Grand Total		5	$444,602.08	11	$115,132.94	16	$559,735.02

ST. GEORGE

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Public Facilities and Improvements	Fire Station/Equipment (03O)	Public Facilities	0	0	0
	Non-Residential Historic Preservation (16B)	Organizations	0	0	0
	Total Public Facilities and Improvements		0	0	0
Public Services	Operating Costs of Homeless/AIDS Patients Programs (03T)	Persons	0	2,833	2,833
	Services for Persons with Disabilities (05B)	Persons	0	30	30
	Services for victims of domestic violence, dating violence, sexual assault or stalking (05G)	Persons	0	496	496
	Child Care Services (05L)	Persons	60	855	915
	Total Public Services		60	4,214	4,274
Grand Total			60	4,214	4,274

ST. GEORGE

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	2,929	184	0	0
	Black/African American	152	4	0	0
	Asian	33	5	0	0
	American Indian/Alaskan Native	153	7	0	0
	Native Hawaiian/Other Pacific Islander	69	4	0	0
	American Indian/Alaskan Native & White	22	3	0	0
	Asian & White	2	0	0	0
	Black/African American & White	23	1	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	7	0	0	0
	Other multi-racial	884	332	0	0
	Total Non Housing	4,274	540	0	0
Grand Total	White	2,929	184	0	0
	Black/African American	152	4	0	0
	Asian	33	5	0	0
	American Indian/Alaskan Native	153	7	0	0
	Native Hawaiian/Other Pacific Islander	69	4	0	0
	American Indian/Alaskan Native & White	22	3	0	0
	Asian & White	2	0	0	0
	Black/African American & White	23	1	0	0
	Amer. Indian/Alaskan Native & Black/African Amer.	7	0	0	0
	Other multi-racial	884	332	0	0
	Total Grand Total	4,274	540	0	0

ST. GEORGE

CDBG Beneficiaries by Income Category (Click here to view activities)

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	1,958
	Low (>30% and <=50%)	0	0	133
	Mod (>50% and <=80%)	0	0	139
	Total Low-Mod	0	0	2,230
	Non Low-Mod (>80%)	0	0	114
	Total Beneficiaries	0	0	2,344

Agenda Date: 10/01/2026 **Agenda Item Number:** 06

Subject:

Public hearing and consideration of Ordinance No. 2026-072 to rename the public street currently known as Backlot Crossing to Desert Fields Drive.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Brad Petersen, Development Solutions Group (DSG)

Reference Number: N/A

Address/Location:

4470 East and 5870 South and extends northeasterly approximately 800 feet

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

The name Backlot Crossing was established in connection with the areas originally planned motion-picture development. As the development plan has transitioned to a more traditional residential and commercial project, the existing street name no longer reflects the character or intended use of the area. The street is located north of Desert Canyons Parkway and crosses Fort Pierce Wash.

Staff Narrative (need/purpose):

This street-name change is being requested by DSG, which will replace the affected street-sign panels in conjunction with the change.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

No other public streets within the City have this name. Currently, only one property is addressed from this street, and that property is owned by the applicant.

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-PL

AN ORDINANCE CHANGING THE NAME OF A PUBLIC ROADWAY LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Backlot Crossing to Desert Fields Drive)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting that the name of the public street currently known as **Backlot Crossing** be changed to **Desert Fields Drive**. The street is located at the intersection of Desert Canyons Parkway and Foothill Ridge Drive (4470 East and 5870 South) and extends northeasterly approximately 800 feet, as more particularly depicted in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, development in the area has transitioned from a planned motion-picture venue to a more conventional residential and commercial development, and the current street name no longer reflects the character or intended use of the area; and

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

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

1. **Street Name Change**: The public street currently known as Backlot Crossing, located at the intersection of Desert Canyons Parkway and Foothill Ridge Drive (4470 East and 5870 South) and extending northeasterly approximately 800 feet, as depicted in Exhibit A, is hereby renamed Desert Fields Drive.
2. **Effective Date**: This Ordinance shall take effect upon adoption, recording, and posting in the manner required by law.

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

CITY OF ST. GEORGE:

_____
Jimmie B. Hughes, Mayor

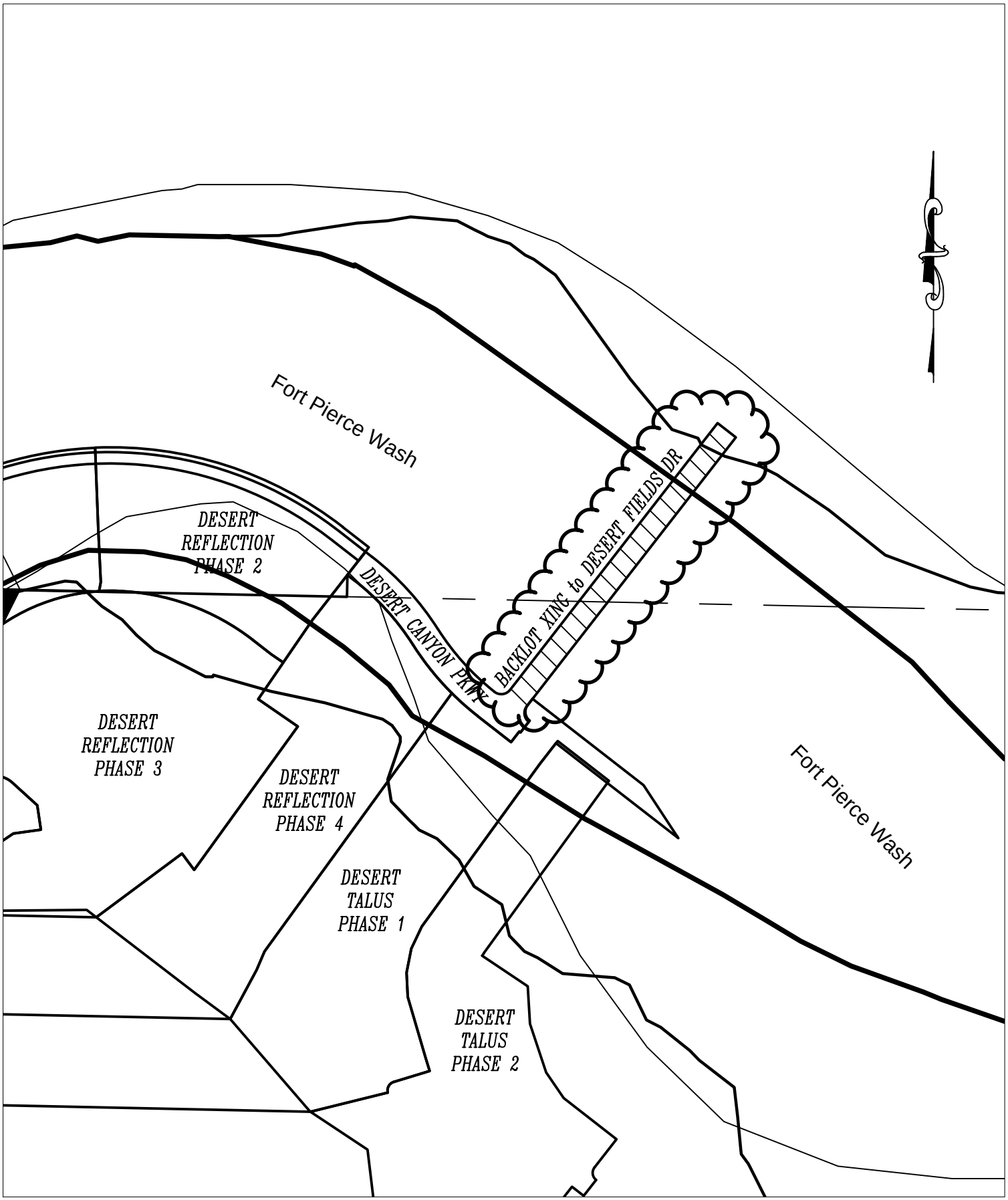
ATTEST:

_____
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 _____



SHEET	DATE	JOB	SCALE	DRAWN
1-1	Sept. 16, 26		NONE	tj

CITY OF ST. GEORGE
61 S MAIN ST
ST. GEORGE, UT 84770
(435) 627-4000 - www.sgcity.org

Exhibit A
Backlot Crossing to Desert Fields Drive

Agenda Date: 10/01/2026 **Agenda Item Number:** 07

Subject:

Public hearing and consideration of Ordinance No. 2026-073 vacating a utilities and drainage easement across Lot 1 of the Foothill Commons subdivision.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Taylor Ricks - Mainline Engineering

Reference Number: PLANLRE26-018

Address/Location:

River Road and 2450 South Street

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

The Foothill Commons subdivision plat and the easement dedication recorded as Document No. 00768696 depict a utility and drainage easement generally following the original alignment of 2450 South toward River Road. When the development and adjacent roadways were constructed, the roadway alignment was revised so that 2450 South curves to intersect River Road perpendicularly rather than at an angle. A proposed building footprint on Lot 1 extends into the existing easement area. Vacating the existing easement will allow the building to be located as designed and will eliminate the need for an emergency-access configuration on Lot 1 onto 2450 South Street. A new plat will dedicate a replacement easement that accommodates the proposed building location while continuing to provide the necessary utility and drainage access, and changing the emergency access to 1650 East Street.

Staff Narrative (need/purpose):

A partial subdivision amendment for Foothill Commons Partial Amendment A (Lot 1) has been submitted into City Inspect and is currently in the review process as reference number PLANFPA26-020.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-FTC-1

AN ORDINANCE VACATING A UTILITIES AND DRAINAGE EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Lot 1, Foothill Commons & per Doc. No. 00768696)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a utilities and drainage easement located on Lot 1, Foothill Commons, according to the official plat thereof recorded in the Office of the Washington County Recorder as Document No. 20120001219, and as further described in Document No. 00768696, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, a subdivision amendment for Foothill Commons Partial Amendment A is proposed to adjust the boundary of the easement to accommodate the location of a proposed building on Lot 1; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; and

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

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

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

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

CITY OF ST. GEORGE:

_____
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

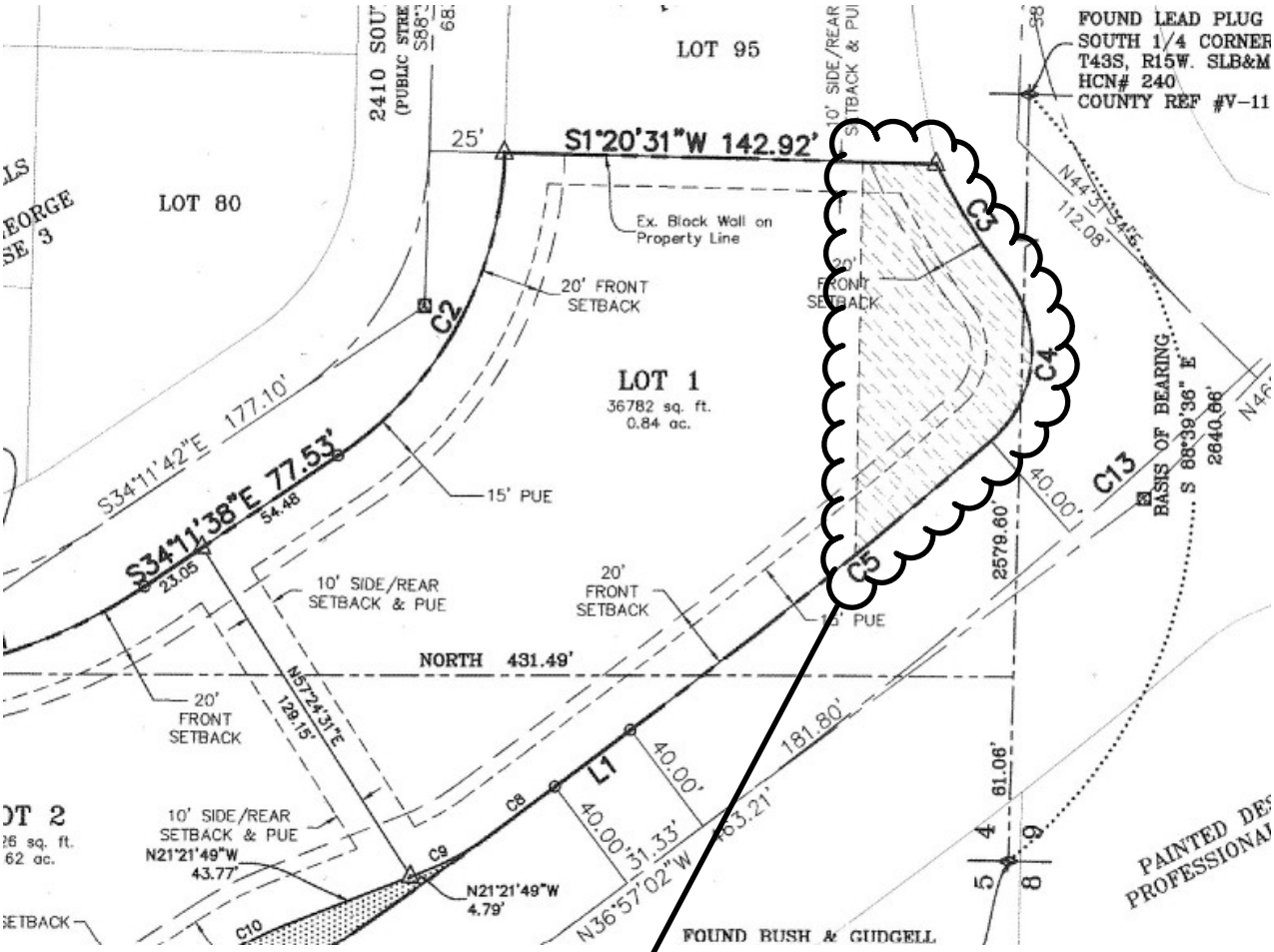
Vacation of a Utilities and Drainage Easement
Per Doc. No. 00768696 & Foothill Commons Lot 1

Commencing at the Southwest Corner of Section 4, Township 43 South, Range 15 West, Salt Lake Base and Meridian; thence North 0112'50" East along the Section line, 51.07 feet; thence East 99.90 feet to the **Point of Beginning**; said point being on the Easterly right-of-way line of River Road as shown on the official plat thereof recorded with the Washington County Recorders Office; thence South 8908'32" East, a distance of 130.51 feet; thence South 0134'32" West, a distance of 24.66 feet, to a point on the Northerly right-of-way line of 2450 South Street as shown on said River Road Dedication Plat; said point being the point of curvature of a curve to the left, of which the radius point lies South 2618'45" East, a radial distance of 220.37 feet; thence southwesterly along the arc of said curve, and said Northerly right-of-way line, through a central angle of 1135'28", a distance of 44.58 feet to the point of a reverse curve to the right having a radius of 39.37 feet and a central angle of 8645'57"; thence westerly along the arc of said curve, and said Northerly right-of-way line, a distance of 59.62 feet to a point on said Easterly right-of-way line of River Road, said point being the point of a compound curve to the right having a radius of 2,092.55 feet and a central angle of 0137'11"; thence northwesterly along the arc of said curve, a distance of 59.16 feet to the **Point of Beginning**.

Containing: 5,136 square feet or 0.12 acres, more or less.

Exhibit B

Foothill Commons Easement Vacation



Area of Utilities and Drainage Easement Vacation

Agenda Date: 10/01/2026 **Agenda Item Number:** 08

Subject:

Public hearing and consideration of Ordinance No. 2026-074 vacating a public utility and drainage easement located at the rear of Lot 142 of Meadow Valley Farms Phase 11.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Karen Roundy, City of St. George

Reference Number: N/A

Address/Location:

3842 S Quarry Ridge Drive

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

This easement was dedicated with the recording of the Meadow Valley Farms Phase 11 subdivision plat. Vacating the easement will allow the lot line to be adjusted to accommodate the proposed detached garage on the south side of the property.

Staff Narrative (need/purpose):

This easement vacation is part of a proposed property exchange between the City and the Rinehart's. An agreement, currently in the final stages of review, is being coordinated by Karen Roundy. Upon approval and execution by both parties, the property exchange may proceed and the subdivision plat can be amended to reflect the agreed-upon changes.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-MVF-11-142

AN ORDINANCE VACATING A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(Lot 142, Meadow Valley Farms Phase 11)

WHEREAS, a petition has been submitted to the City Council of the City of St. George requesting the vacation of a public utility and drainage easement located on Lot 142, Meadow Valley Farms Phase 11, according to the official plat thereof recorded in the Office of the Washington County Recorder as Document No. 20180045195, said easement being more particularly described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference; and

WHEREAS, a subdivision amendment for Meadow Valley Farms Phase 11 Partial Amendment A is proposed to adjust the boundary of Lot 142 and the easement to accommodate the location of a proposed building on Lot 142; and

WHEREAS, the Joint Utility Commission (JUC) has reviewed the proposed easement vacation and has recommended approval thereof; and

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

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

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

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

CITY OF ST. GEORGE:

_____
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 _____

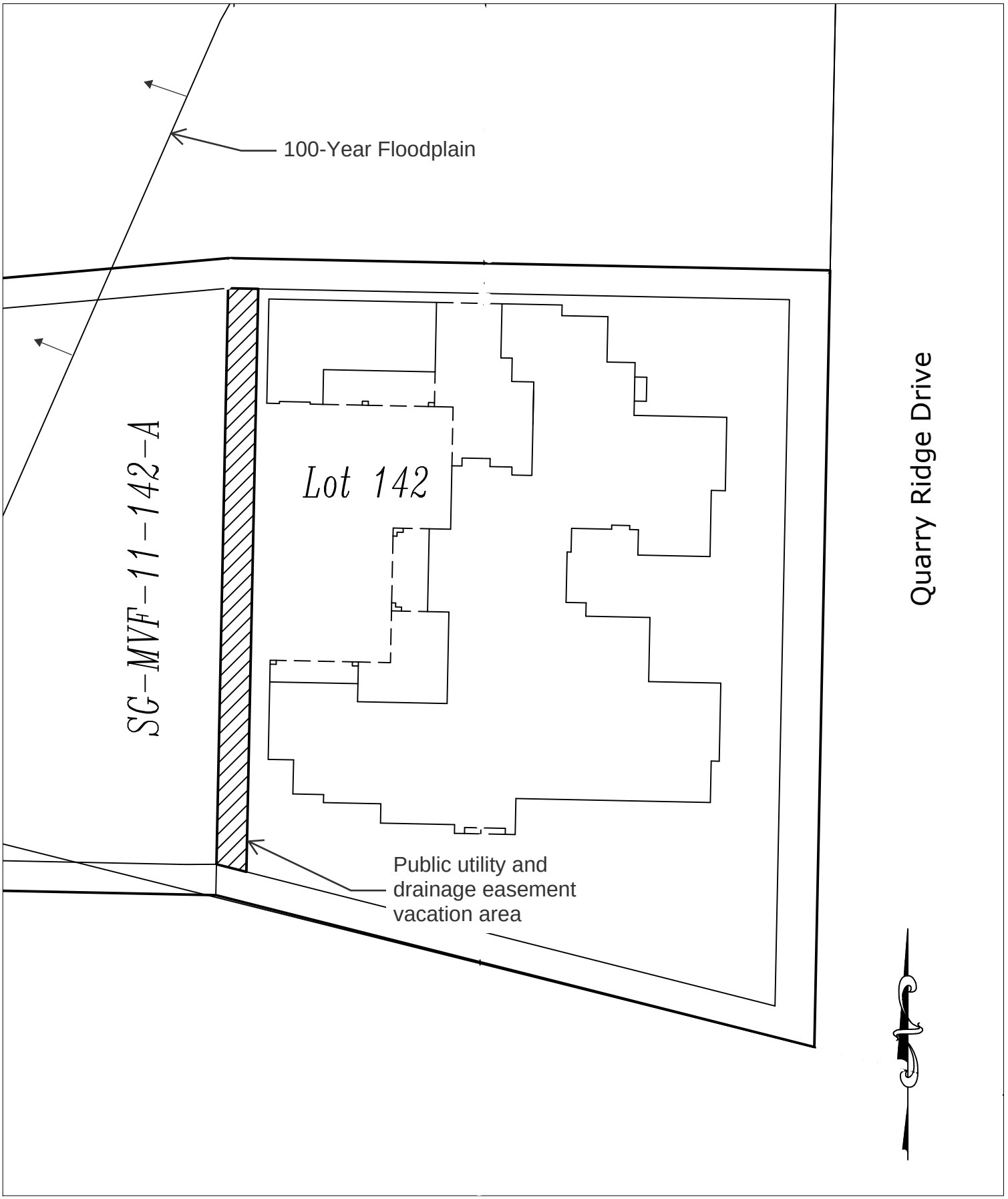
Exhibit A

A public utility and drainage easement over a portion of Lot 142, Meadow Valley Farms Phase 11, according to the official plat recorded as Document No. 20180045195 in the Office of the Washington County Recorder, Washington County, Utah, being more particularly described as follows:

COMMENCING at the East Quarter Corner of Section 16, Township 43 South, Range 15 West, Salt Lake Base & Meridian;

- **thence** North 88°48'32" West 2,810.36 feet;
- **thence** South 01°11'29" West 611.50 feet to a point on the westerly line of said Lot 142, which point lies South 01°10'00" West 7.50 feet from the Northwest corner of said Lot 142, and being the **POINT OF BEGINNING**;
- **thence** South 88°50'00" East 7.50 feet;
- **thence** South 01°10'00" West 145.44 feet;
- **thence** North 75°45'24" West 7.70 feet to the westerly line of said Lot 142;
- **thence** North 01°10'00" East along said westerly line 143.70 feet to the **POINT OF BEGINNING**.

CONTAINING 1,084.25 square feet (0.0249 acres), more or less.



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 B

Easement Vacation
Lot 142, Meadow Valley
Farms Phase 11

Agenda Date: 10/01/2026 **Agenda Item Number:** 09

Subject:

Public hearing and consideration of Ordinance No. 2026-075 vacating a portion of the Vista Ridge Estates Phase II subdivision plat, specifically the north 10 feet of Lot 69.

Item at-a-glance:

Staff Contact: Todd Jacobsen

Applicant Name: Karen Roundy, City of St. George

Reference Number: N/A

Address/Location:

1331 N Dixie Downs Rd Unit 69

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

The Vista Ridge Estates Phase II subdivision plat identifies Lot 69 as approximately 40.00 feet wide and 76.90 feet deep. Due to City-maintained drainage facilities in the area, the block wall was constructed approximately 10 feet south of the original north property line.

Staff Narrative (need/purpose):

The homeowner subsequently conveyed the north 10 feet of Lot 69 to the City. This plat vacation removes the City-owned portion from the subdivision plat, thereby relieving the City of any applicable homeowners association or CC&R obligations associated with that portion of the property.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

City staff, including the legal department recommend it's approval.

Attachments

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

ORDINANCE NO. _____

Tax ID: SG-VR-2-69

AN ORDINANCE VACATING A PORTION OF THE SUBDIVISION PLAT KNOWN AS VISTA RIDGE ESTATES PHASE II LOCATED IN THE CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH
(North 10 feet of Lot 69, Vista Ridge Estates Phase II)

WHEREAS, a petition was received by the City Council requesting the vacation of a portion of the subdivision plat known as Vista Ridge Estates Phase II, according to the official plat thereof on file in the Office of the Washington County Recorder as Doc. No. 357652, said portion being the north 10 feet of Lot 69 within said subdivision plat, and more particularly described in Exhibit A and depicted in Exhibit B; and

WHEREAS, it is proposed that upon vacation of said portion of the subdivision plat, title to the vacated area shall vest in the City of St. George; and

WHEREAS, the City of St. George shall maintain all City utilities located within the vacated area; and

WHEREAS, it is the intent of this ordinance that the vacated area be removed from and no longer be subject to any homeowners association obligations, assessments, maintenance responsibilities, or restrictive covenants applicable solely by virtue of inclusion within Vista Ridge Estates Phase II, to the extent permitted by law; and

WHEREAS, due and proper notice was given and a public hearing was held by the City Council to consider the proposed vacation; and

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

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

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

1. **Vacation of Plat:** The north 10 feet of Lot 69, Vista Ridge Estates Phase II, recorded as Doc. No. 357652 in the Office of the Washington County Recorder, and more particularly described in Exhibit A and shown in Exhibit B, is hereby vacated and removed from said subdivision plat.
2. **Ownership and Utility Maintenance:** Upon the effective date of this ordinance and the recording of all necessary documents, the vacated parcel shall vest in and become the property of the City of St. George, and the City shall own, operate, and maintain all City utilities located within said area.
3. **Removal from HOA and CC&Rs:** The vacated parcel described in Exhibit A and shown in Exhibit B shall be removed from Vista Ridge Estates Phase II and shall no longer be subject to any homeowners association governance, dues, assessments, maintenance obligations, or covenants, conditions, and restrictions (CC&Rs) applicable solely as part of said subdivision plat, to the extent permitted by law and governing recorded documents.

4. **Effective Date:** This ordinance shall take effect immediately upon its adoption, execution, and recording in the office of the Washington County Recorder and deposit in the office of the City Recorder as prescribed by law.

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

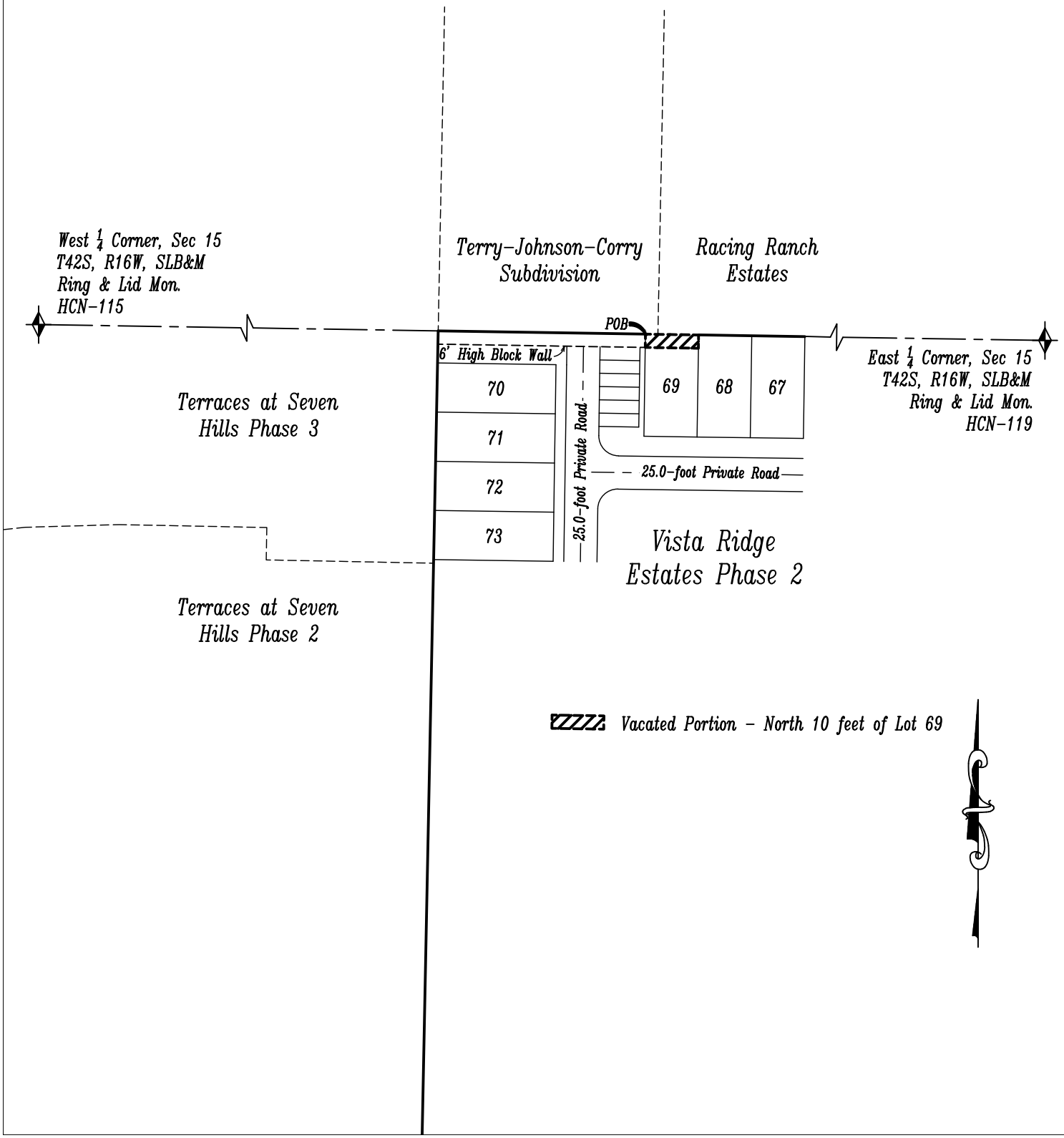
Exhibit A

The north 10.00 feet of Lot 69, Vista Ridge Estates Phase II, according to the official plat thereof on file in the Office of the Washington County Recorder as Document No. 00357652, being more particularly described as follows:

Commencing at the East ¼ Corner of Section 15, Township 42 South, Range 16 West, Salt Lake Base & Meridian; thence North 89°05'49" West along the center section line a distance of 1,186.37 feet to the northwest corner of said Lot 69, which is the POINT OF BEGINNING;

- thence South 89°05'50" East along the north line of said Lot 69 a distance of 40.00 feet to the northeast corner of said Lot 69;
- thence South 00°50'22" West along the easterly line of said lot a distance of 10.00 feet;
- thence North 89°05'50" West a distance of 40.00 feet to the westerly line of said lot;
- thence North 00°50'22" East along said westerly lot line a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 400.00 square feet or 0.0092 acres, more or less.



SHEET	DATE	JOB	SCALE	DRAWN
1-1	May 28, 2026		NONE	tj

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

Exhibit B

Vista Ridge Estates Ph. 2 Lot 69
Vacated Area

Agenda Date: 10/01/2026 **Agenda Item Number:** 10

Subject:

Public hearing and consideration of Resolution No. 2026-021R to review and approve amendments to the Fiscal Year 2026-27 Budget.

Item at-a-glance:

Staff Contact: Jared Edwards

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

61 South Main Street

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

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

Staff Narrative (need/purpose):

Staff requests to amend the budget for the Citys participation in the UDOT I-15 Widening Project from Milepost 6 to Milepost 8. The project includes new underpass structures at 400 East and 900 South, along with improvements to the 700 East structure. The City previously committed $5 million toward the underpass improvements, consisting of $3.59 million in federal funds and $1.41 million in City funding. An additional $202,638 is needed to widen 700 East beneath the I-15 structure to accommodate five lanes of traffic. The Citys funding requirement is $1,612,638. Funding is available from the Transportation Improvement Funds. Staff requests to amend the FY 2027 Budget in the amount of $1,612,638.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: $1,612,638

Amount approved in current FY budget for item: 0

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

funding source:

Transportation Improvement Fund

Description of funding source:

Transportation Improvement Fund

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

RESOLUTION NO. _____

AMENDING THE 2026-2027 FISCAL BUDGET FOR THE CITY OF ST. GEORGE, UTAH.

WHEREAS, pursuant to the Uniform Fiscal Procedures Act for Utah Cities (the "Act"), the City of St. George is required to adopt an annual budget with regard to the funds of the City; and

WHEREAS, the City has complied with the provisions of the Act in adopting a budget and setting and conducting public hearings on such budget.

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, duly called, noticed and held on the 1st day of October, 2026, upon motion duly made and seconded, it is

RESOLVED that the 2026-2027 fiscal budget for the City of St. George thereto is hereby amended. Said amendments are attached hereto as Exhibit "A."

VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE 1ST DAY OF OCTOBER, 2026.

ST. GEORGE CITY:

_____
Jimmie B Hughes, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, City Attorney

VOTING OF CITY COUNCIL:

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

CITY OF ST. GEORGE
Budget Opening - Fiscal Year 2026-27
October 1, 2026

EXHIBIT A

St.George
THE BRIGHTER SIDE

OTHER FUND ADJUSTMENTS

			Debit	Credit
1	27-38800	Transportation Improvement Fund - Appropriated Fund Balance		1,612,638
	27-2700-9100	Transportation Improvement Fund - Transfers to other funds	1,612,638	
	87-38200	Public Works Capital Project Fund - Transfers from other funds		1,612,638
	87-8700-7300	Public Works Capital Project Fund - Improvements	1,612,638	

Staff requests to amend the budget for the City's participation in the UDOT I-15 Widening Project from Milepost 6 to Milepost 8. The project includes new underpass structures at 400 East and 900 South, along with improvements to the 700 East structure. The City previously committed $5 million toward the underpass improvements, consisting of $3.59 million in federal funds and $1.41 million in City funding. An additional $202,638 is needed to widen 700 East beneath the I-15 structure to accommodate five lanes of traffic. The City's funding requirement is $1,612,638. Funding is available from the Transportation Improvement Funds. Staff requests to amend the FY 2027 Budget in the amount of $1,612,638.

Agenda Date: 10/01/2026 **Agenda Item Number:** 11

Subject:

Consider approval of Resolution No. 2026-022R supporting federal legislative efforts to authorize the acquisition of certain public lands for Southern Utah's regional reuse infrastructure throughout Washington County, Utah.

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 City and the Washington County Water Conservancy District are asking our Federal Delegation to develop legislation to effectuate the acquisition of public lands for reuse water infrastructure.

Staff Narrative (need/purpose):

Federal Legislation that allows for the City or WCWCD to acquire certain public lands for reuse water infrastructure would be beneficial. The resolution will be sent to our federal delegation in support of these efforts.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Approve Resolution in support of the acquisition of public lands for reuse water facilities.

Attachments

RESOLUTION NO. 2026-022R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, SUPPORTING FEDERAL LEGISLATIVE EFFORTS TO AUTHORIZE THE ACQUISITION OF CERTAIN PUBLIC LANDS FOR SOUTHERN UTAH'S REGIONAL REUSE INFRASTRUCTURE THROUGHOUT WASHINGTON COUNTY, UTAH

WHEREAS, City of St. George, Utah (the "City"), owns and operates a regional water reclamation facility; and

WHEREAS, the Washington County Water Conservancy District (the "WCWCD") has a 20 year plan that addresses the water needs of its constituents in Washington County, Utah; and

WHEREAS, As part of its long-term planning, the City and the WCWCD have planned to develop infrastructure that would treat and convey reclaimed water, thereby reducing the need for culinary water which will save water overall; and

WHEREAS, the City and the WCWCD have identified several pieces of federal land managed by the Bureau of Land Management (the "BLM") that if acquired by the City or WCWCD would be used to construct, operate and maintain the necessary infrastructure of the Regional Reuse System and thereby reduce federal regulatory barriers so the City and WCWCD can more efficiently operate and manage the system; and

WHEREAS, one such parcel that would be purchased is a portion of the Graveyard Wash Reservoir site, with the City retaining the right-of-way to construct, operate, and maintain the Graveyard Wash Reservoir;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. George, Utah, that it agrees with the goals and objectives of any federal legislation that will further Southern Utah's ability to purchase certain parcels of Public Lands for the development and construction of regional reuse facilities.

APPROVED AND ADOPTED by the St. George City Council, this 1st day of October 2026.

ST. GEORGE CITY:

_____

Jimmie B. Hughes, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N. Dooley, City Attorney

VOTING OF CITY COUNCIL:

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

Agenda Date: 10/01/2026 **Agenda Item Number:** 12

Subject:

Consider approval of a Conditional Use Permit to remove a condition on a previously approved Conditional Use Permit on approximately 0.09 acres located at approximately 1001 East White Dome Drive. (Case No. 2026-CUP-006 - Anthemnet/VZW White Dome Cell Tower)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Jared White

Reference Number: 2026-CUP-006

Address/Location:

Approximately 1001 East White Dome Drive

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

Planning Commission held a public hearing to hear the request and recommended approval to remove a single condition placed on the original Conditional Use Permit with a 7-0 vote.

Staff Narrative (need/purpose):

On January 15, 2026, the City Council approved a conditional use permit for a new cell tower on the subject property. As part of that approval, a condition was placed on the permit that the applicant would need to provide red aviation notification lighting on the top of the tower. After consulting with the FAA, the applicant was able to determine that the lighting is not required and is asking that the condition is removed.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission held a public hearing to hear the request to remove the condition and recommended approval with a 7-0 vote.

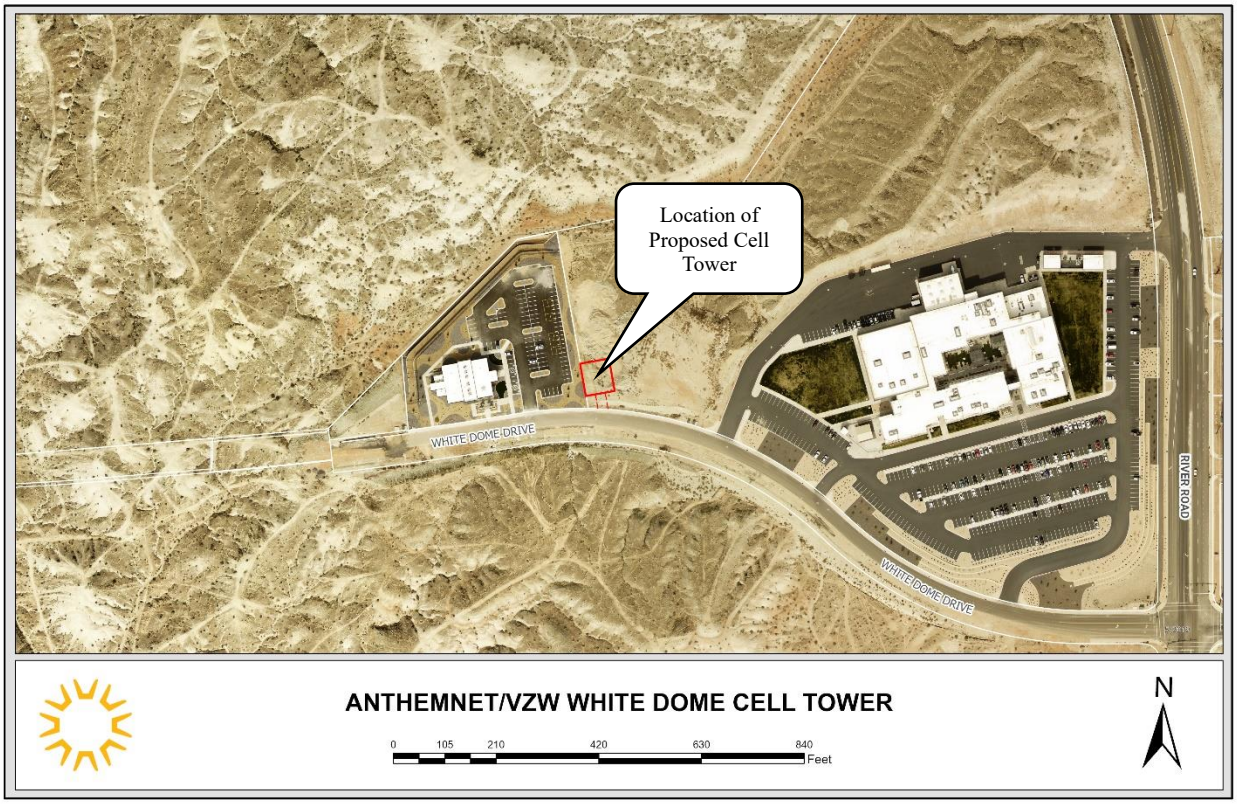
Attachments

St.George
Community Development

Conditional Use Permit

PLANNING COMMISSION AGENDA REPORT: 09/08/2026
CITY COUNCIL AGENDA REPORT: 10/01/2026

Anthemnet/VZW White Dome Cell Tower Conditional Use Permit (Case No. 2026-CUP-006)	
Request:	Consider removal of a condition placed on a conditional use permit for a 100 ft cell tower approved 01/15/2026.
Applicant:	Powder River
Representative:	Jared White
Location:	Approximately 1001 East White Dome Drive
General Plan:	PD (Planned Development)
Zoning:	R-1-10 (Residential, Single-Family, 10,000 ft² minimum lot size)
Land Area:	Approximately 4,000 ft²



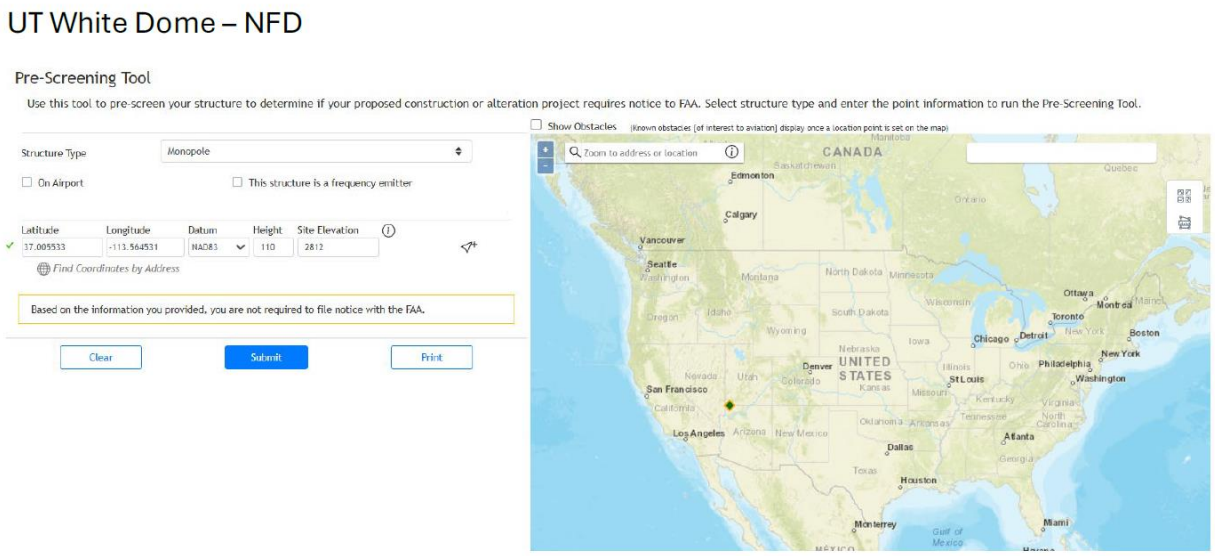
BACKGROUND:

On January 15, 2026, the City Council approved a conditional use permit for a new cell tower on the subject property. As part of that approval, the following condition was placed on the permit:

"That they provide red aviation notification lighting on the top of the tower."

The applicant was not in attendance at the meeting and, therefore, was unable to provide information regarding Federal Aviation Administration (FAA) requirements for lighting on the proposed tower.

Since the City Council meeting, the applicant has consulted with the FAA and determined that aviation lighting is not required for the proposed tower. The following screenshot from the FAA's website confirms that no lighting requirement applies to the proposed tower:



Based on this information, the applicant is requesting that the condition requiring red aviation notification lighting be removed from the conditional use permit. Because the condition was imposed as part of the original approval, its removal requires review and approval by both the Planning Commission and City Council.

The following information is from the original conditional use permit application and has been included for the convenience of the Planning Commission. No changes are being proposed. Staff recommends removing the previously mentioned condition while maintaining the original conditions listed below.

This application is for a new cell tower to be located at approximately 1001 East White Dome Drive. The property is being leased by the applicant by the Washington County School District as it is on the Career Tech High School property. According to Title 10-17B-1, a "*communication transmission facilities, including wireless, primary, height over 50 feet*" requires a Conditional Use Permit approval. The proposed structure is proposed to be 100 ft tall and the site on which the tower would be constructed is approximately 4,000 ft².

A conditional Use Permit requires the following standards (10-17B-3 and 10-17B-4) be met:

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Maximum Intensity and use	The proposed tower is in an area that is only occupied by a high school and a Church of Jesus Christ of Latter-Day Saint seminary building. The tower will not be occupied except on rare occasions for maintenance and will be relatively innocuous.	This intensity and uses are compatible with the surrounding area.
Complies with all Provisions of Code	See attached plans	Staff will ensure the project complies with any applicable codes at the site plan review process.
Compared to Permitted Uses, Mitigates Adverse impacts through:		
Size and Location	The proposed site will be just over 4,000 ft². The tower will stand 100' tall.	The proposed use is a cell tower and will be very visible but to the extent it can blend it, it will.
Traffic Generation	No additional traffic is expected with this cell tower.	The roads are sufficient.
Utility / Public Infrastructure Demand	This project is expected to use the existing electrical and fiber needed to run the tower.	City infrastructure is sufficient to handle this increased demand.

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Emergency Vehicle Access	Emergency vehicle access will be via a 20' access point from White Dome Drive.	The proposal is compliant
Off-Street Parking	Off-street parking is not required.	There will space for a couple of vehicles to park off street if needed.
Vehicle and Pedestrian Circulation	Please see site plan	This is not required.
Fencing, Screening, Landscaping	The applicant is proposing a 6' tall white PVC fence. No landscaping is shown.	In order for fencing to remain in good repair and be more durable, long term, staff recommends a block wall. Staff also recommend that they landscape the area directly adjacent to the site lease area in order to be consistent with other cell sites.
Usable Open Space	N/A	N/A
Signs and Lighting	Lighting is not shown on the concept site plan. No signs are proposed at this time.	It is not anticipated that either of these will be necessary.
Compatibility with Surrounding Structures	The proposed tower is in an area that is only occupied by a high school and a Church of Jesus Christ of Latter-Day Saint seminary building. The tower will not be occupied except on rare occasions for maintenance and will be relatively innocuous.	This use is as compatible with the surrounding area as a cell tower can be.
Noise, Odors, and Other Factors	No new vibrations, odors, or other factors of significance will be introduced.	The proposal is compliant with these factors.

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Delivery, loading and unloading operations	This new structure is expected to have normal delivery operations for a live theater.	These operations are appropriate for this location.
Trash Generation, Screening, & Recycling	There will be no need for trash facilities.	N/A
Potential Impacts of Patrons/Employees	No impacts are anticipated by patrons or employees.	There is not expected to be any negative impact in this way.
Impacts of the Use on Public Property Adjoining the Site	There is open space to the north of this property. The tower will be over 300 feet away from the closest point of that open space parcel.	There are expected to be no negative impacts to open space.
Hours of Operation and Delivery	The facility is proposed to be always operational.	There will be no adverse impacts due to the tower running.
Special Hazards Arising from the Use	No anticipated special hazards.	Staff have no concerns
Demand for public infrastructure or services	The site will use public streets and will utilize other utilities such as power and fiber.	No concerns

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

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

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

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

a. Persons employed within or using the proposed development.

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

c. Property or improvements in the vicinity of the proposed use or development; or

d. Not imposed disproportionate burdens on the citizens of the city.

C. The land use authority shall issue a conditional use permit, if the applicant has proposed, or if the land use authority can propose, conditions of approval to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards and criteria herein. The conditional use permit shall describe the scope of the permit, and the conditions of approval.

D. If the land use authority determines that the applicant has not proposed, and the land use authority cannot impose additional, reasonable conditions of approval to comply with the standards and criteria herein, the land use authority may deny the conditional use permit application.

RECOMMENDATION:

Planning Commission held a public meeting on September 8, 2026 and recommend approval of this Conditional Use Permit with a 7-0 vote and with the following conditions:

1. That the 6-foot perimeter fence is constructed of masonry and not PVC as proposed. The fence and the facility shall not be located in the front yard setback, within any required landscape or buffer area, or within required parking area.
2. All power lines on the lot leading to an antenna structure and accessory structures shall be underground.
3. That the area between the fencing and the right of way that are not taken up by driveway is landscaped per section 10-23.
4. That all other facility structures are located within the fenced area.
5. That the maximum height of the tower is 100 feet not including the lightning rod.
6. That it is constructed as depicted in this staff report.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial.
4. Continue the proposed conditional use permit to a later date.

POSSIBLE MOTION:

“I move that we remove the condition regarding lighting on the cell tower as described in the staff report, for Anthemnet/VZW White Dome Cell Tower Conditional Use Permit request, application number 2026-CUP-006, based on the findings and subject to the original conditions noted in the staff report.”

FINDINGS FOR APPROVAL:

1. The proposed conditional use permit is compatible in use, scale, and design with allowed uses in the zone.
2. The proposed conditional use permit does not compromise the health, safety, or welfare of those residing or working in the vicinity of this proposed use.
3. The applicant has provided documentation that the FAA will not require safety lighting on the cell tower and therefore removal of that condition is warranted.
4. That the adoption of this Ordinance will not negatively impact the health, stability, and/or formation of families within the city.

EXHIBIT A
Applicant's Narrative

CUP Narrative Anthemnet/VZW cell tower

Anthemnet is requesting to amend the previously approved CUP application for the cell tower at Career Tech High school to remove the lighting requirement that was added as a condition of approval to the CUP application. Since the CUP was approved it has been determined that the FAA does not require the tower to be lit as its location and height would not create a potential risk. Lighting the tower would therefore create a visual impact on the area that is unnecessary.

As far as processing, all cell towers are required to have FAA clearance as part of federal law. The first step to that is the pre-screen. That is a tool the FAA provides, you enter the coordinates and height of the tower. If no filing is required a report like the one provided for this site is generated.

If the tower is in a higher risk area the tool will say that filing is required. At that point we would submit a study request to the FAA they would then give us the max height we can build and the lighting requirements.

Since this site had no filing required that means the FAA does not have an issue with a tower of this height in this location and will not have any light requirements or other restrictions.

Thank you
Jared White

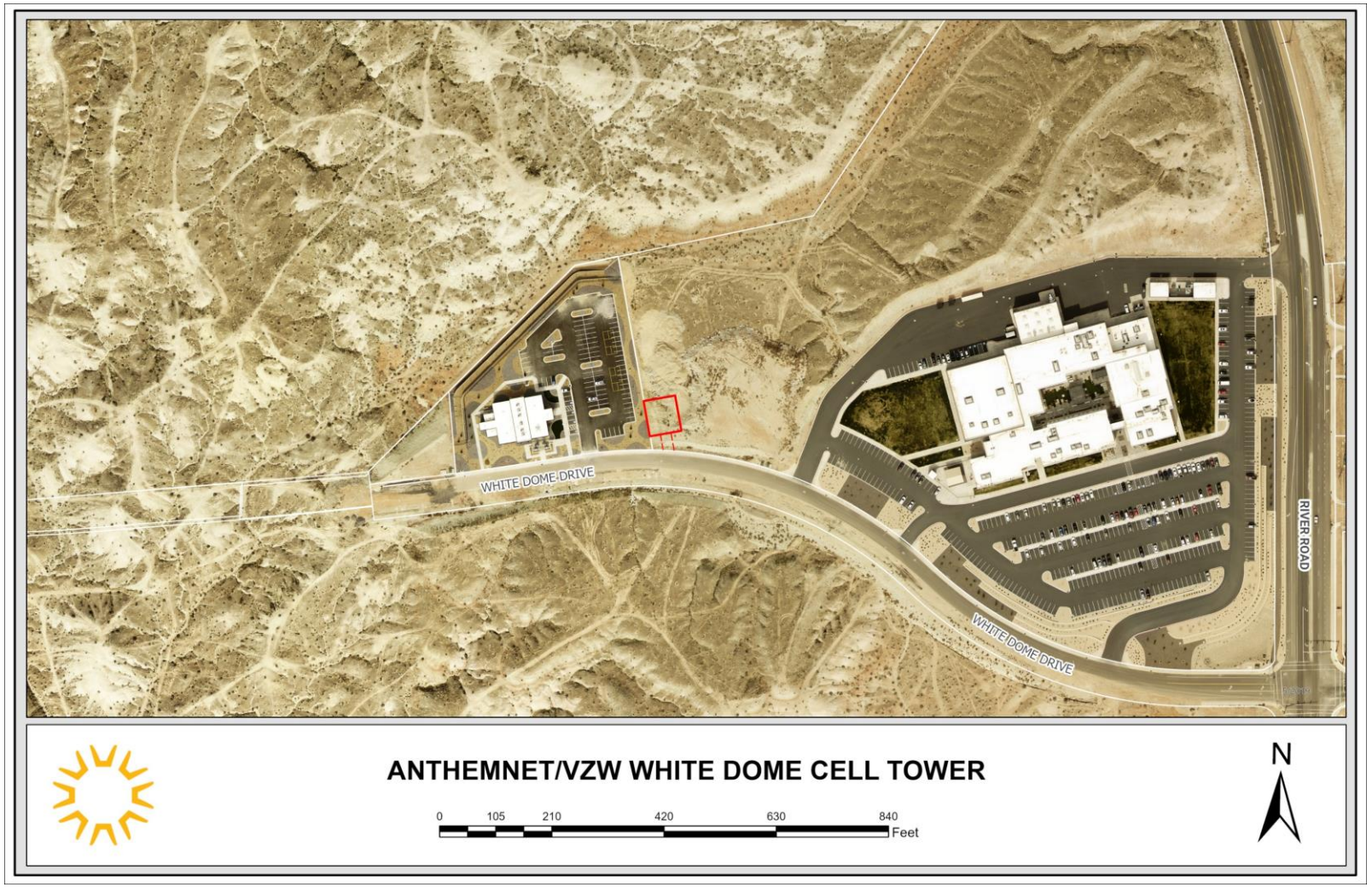
EXHIBIT B
Power Point Presentation



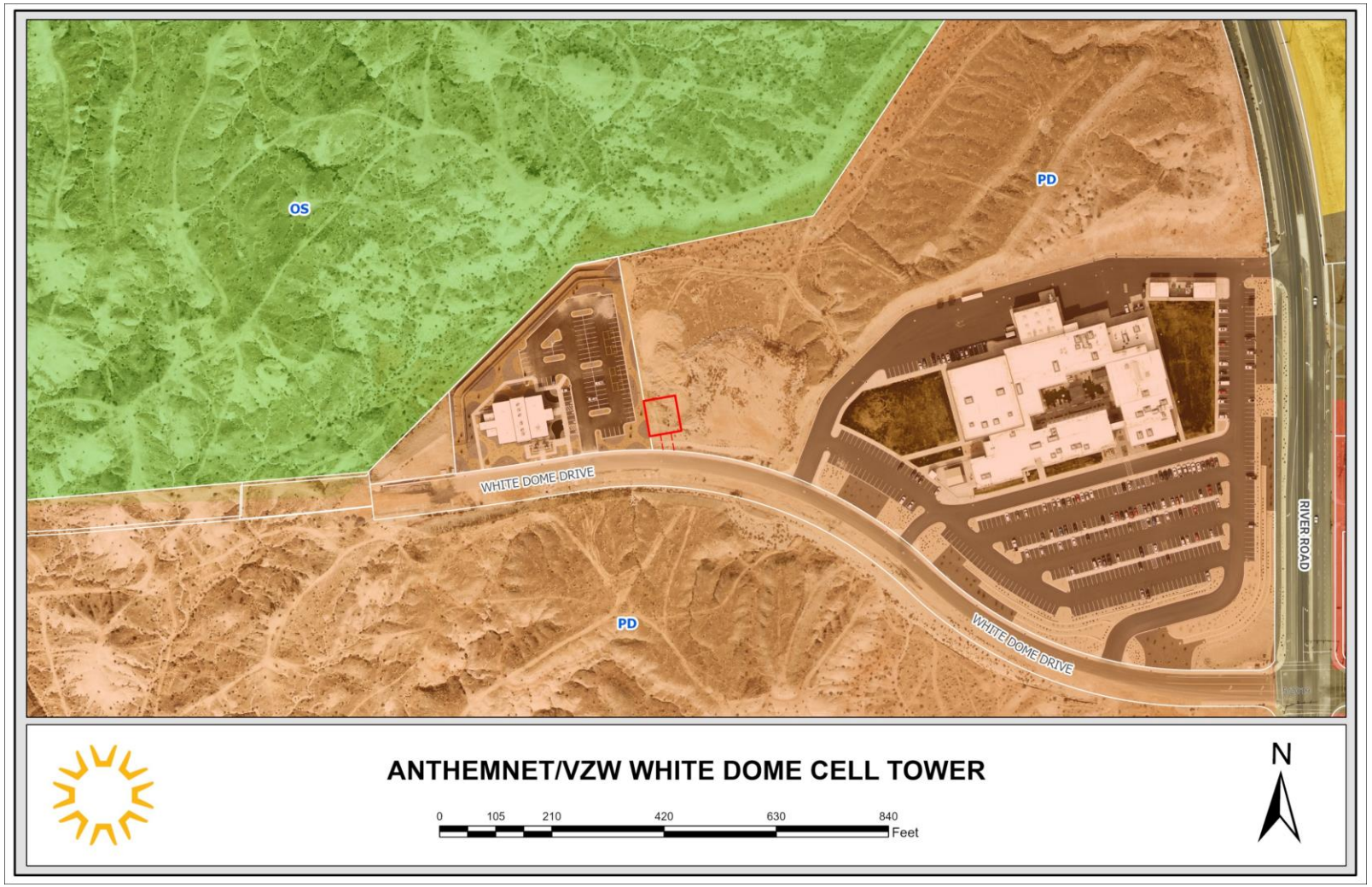
ANTHEMNET/VZW WHITE DOME CELL TOWER CUP

2026-CUP-006

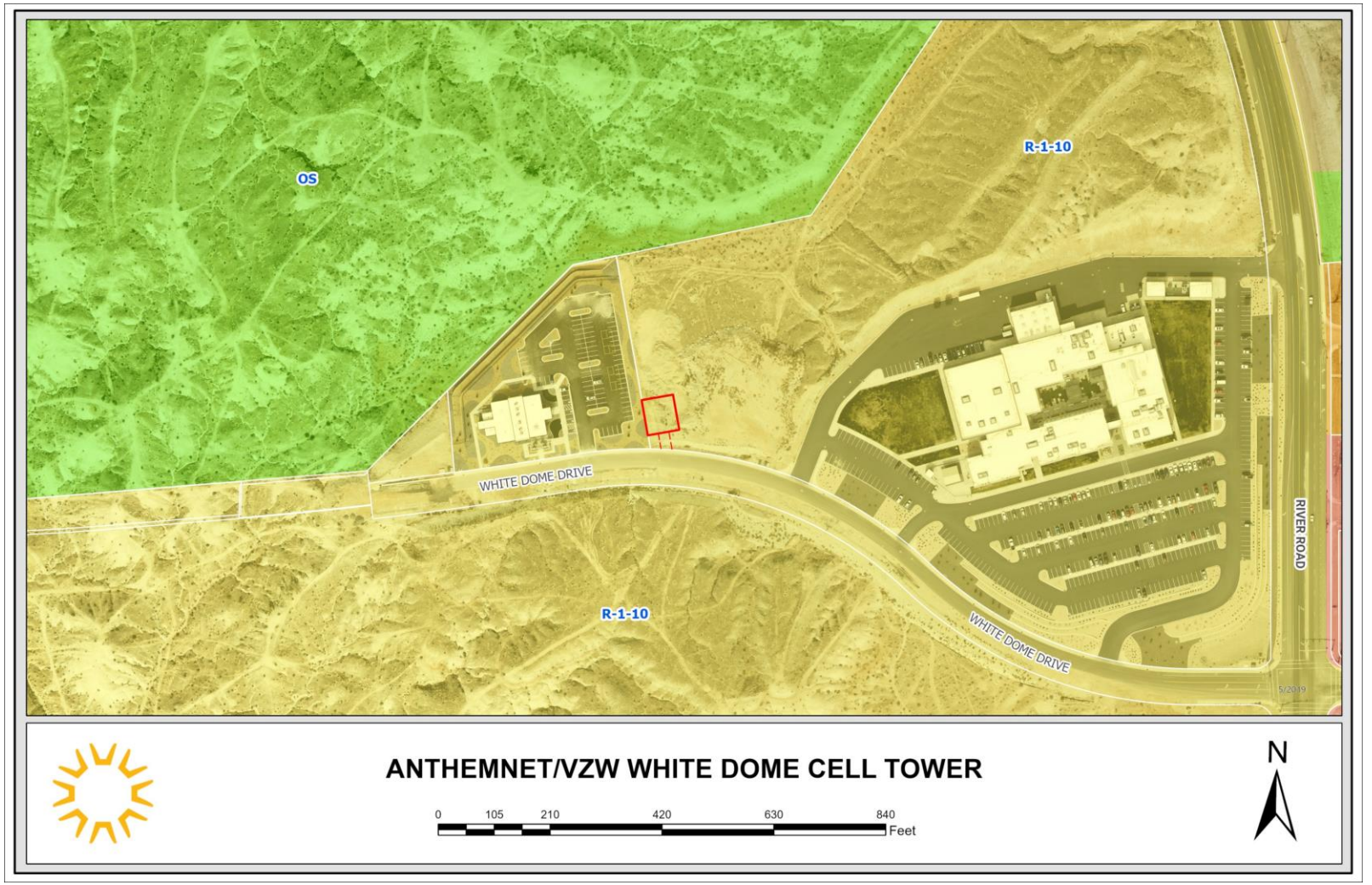
AERIAL MAP


WHITE DOME DRIVE
RIVER ROAD
WHITE DOME DRIVE
ANTHEMNET/VZW WHITE DOME CELL TOWER
0
105
210
420
630
840
Feet
N

LAND USE MAP


OS
PD
PD
WHITE DOME DRIVE
WHITE DOME DRIVE
RIVER ROAD
ANTHEMNET/VZW WHITE DOME CELL TOWER
0
105
210
420
630
840
Feet
N

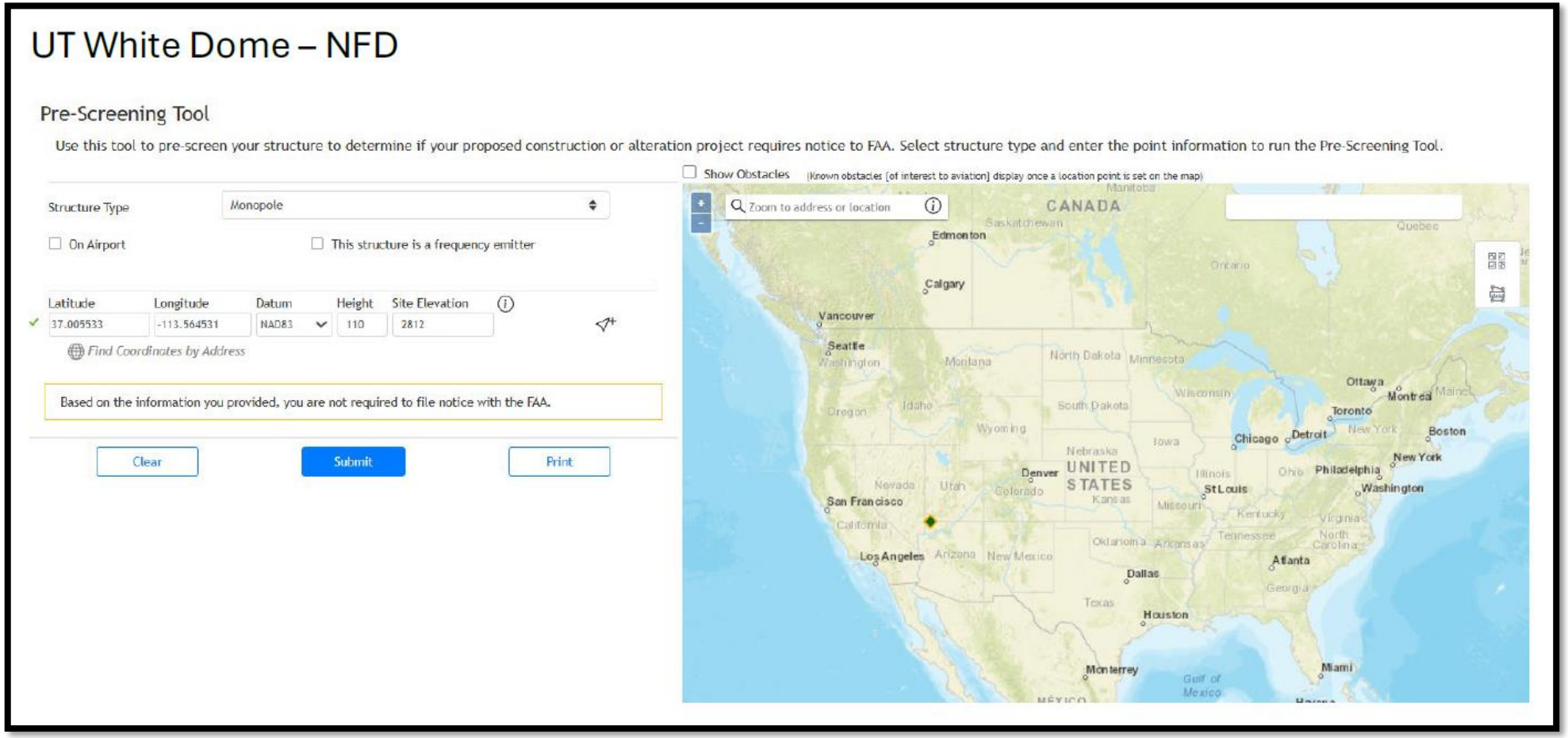
ZONING MAP


OS
R-1-10
WHITE DOME DRIVE
R-1-10
WHITE DOME DRIVE
RIVER ROAD
5/2019
ANTHEMNET/VZW WHITE DOME CELL TOWER
0
105
210
420
630
840
Feet
N

CONDITION PROPOSED TO BE REMOVED

“That they provide red aviation notification lighting on the top of the tower.”

FAA COMMUNICATION



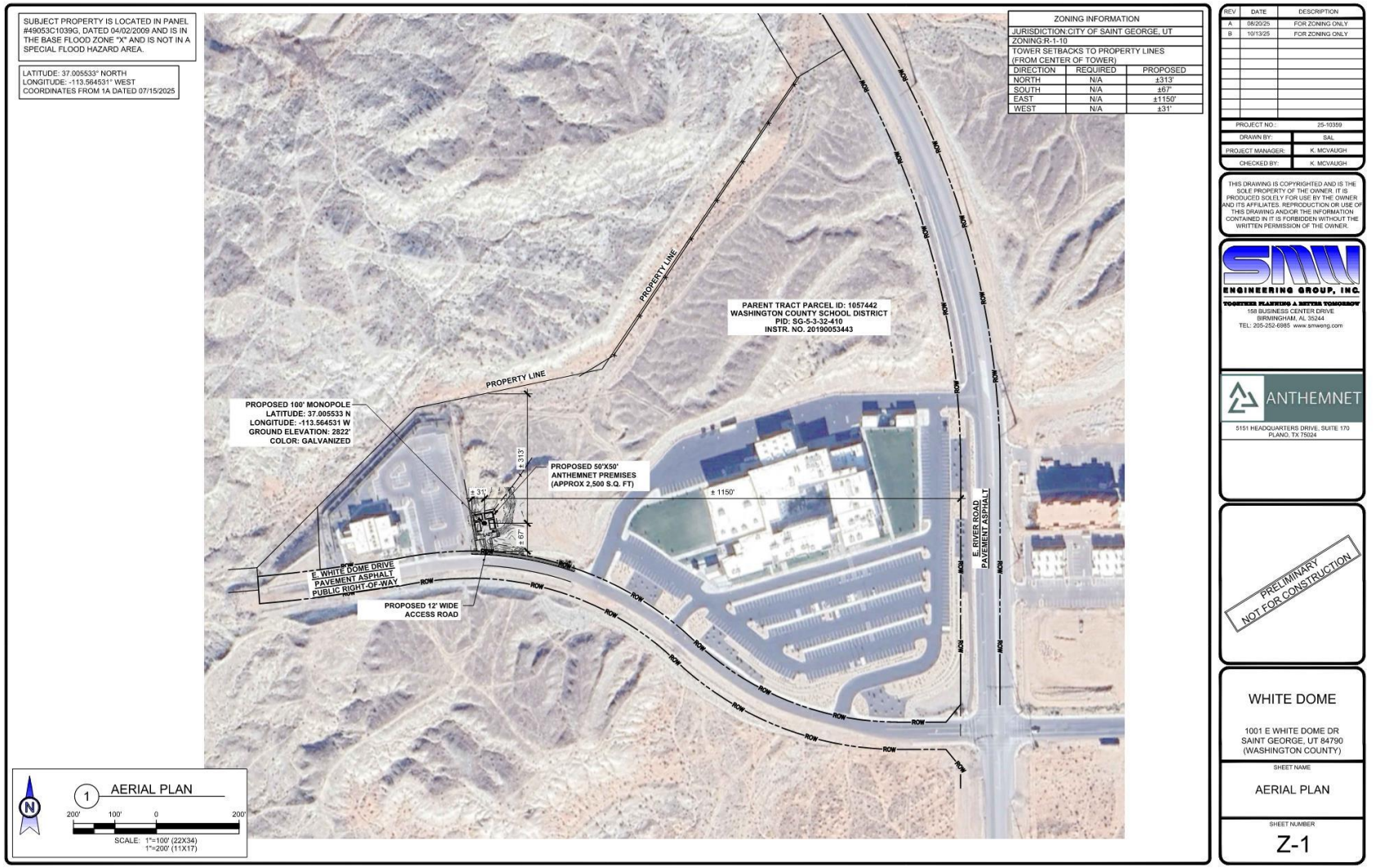
TITLE 10-7B-1 - ALLOWED USES

	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C	C	C	C

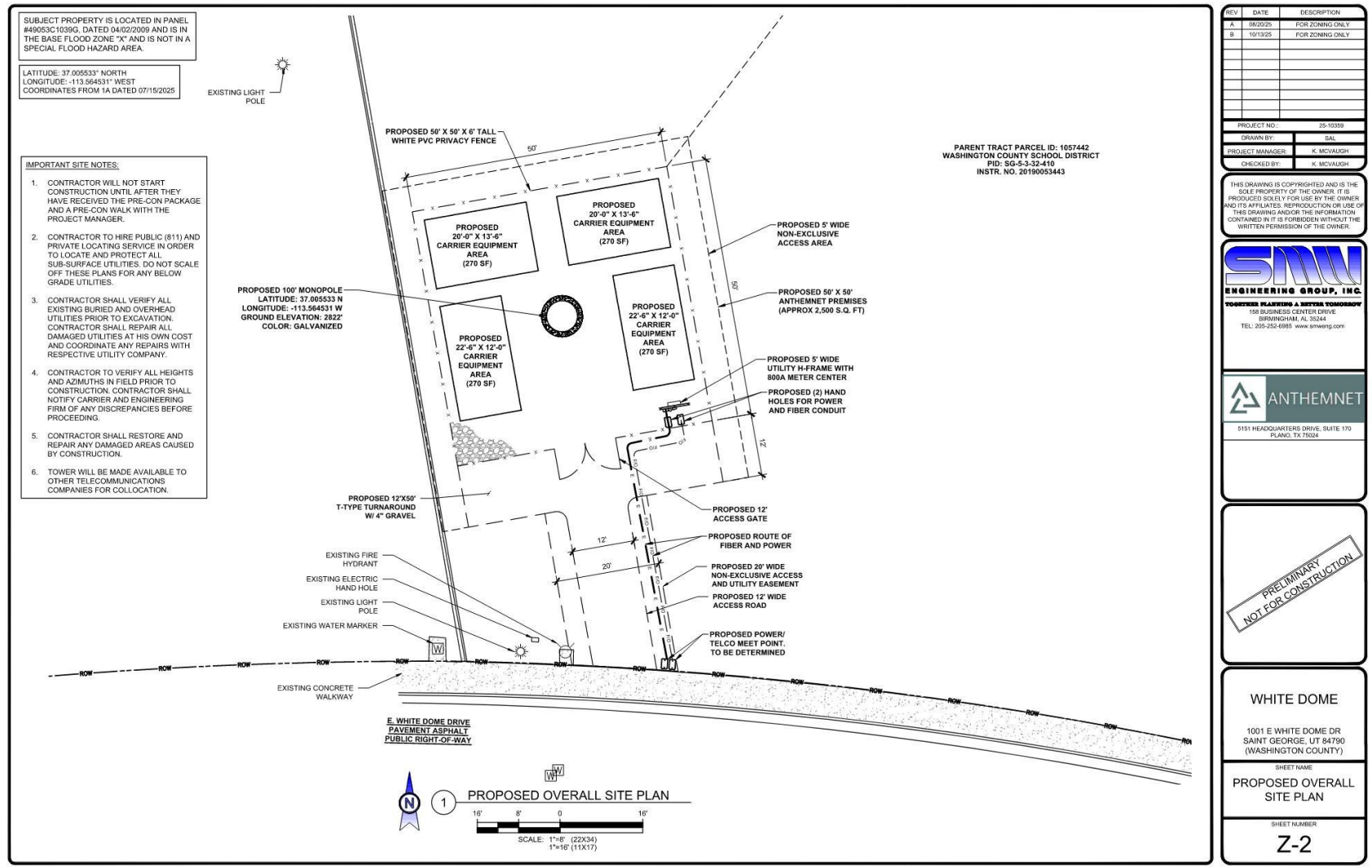
TITLE 10-7B-1 - ALLOWED USES

	R-1-6	R-1-7	R-1-8	R-1-10	R-1-12	R-1-20	R-1-40
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C	C	C	C

SITE PLAN


SUBJECT PROPERTY IS LOCATED IN PANEL #49053C1039G, DATED 04/02/2009 AND IS IN THE BASE FLOOD ZONE "X" AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.
LATITUDE: 37.005533° NORTH
LONGITUDE: -113.564531° WEST
COORDINATES FROM 1A DATED 07/15/2025
ZONING INFORMATION
JURISDICTION:CITY OF SAINT GEORGE, UT
ZONING:R-1-10
TOWER SETBACKS TO PROPERTY LINES (FROM CENTER OF TOWER)
DIRECTION | REQUIRED | PROPOSED
NORTH | N/A | ±313'
SOUTH | N/A | ±67'
EAST | N/A | ±1150'
WEST | N/A | ±31'
PROPERTY LINE
PARENT TRACT PARCEL ID: 1057442
WASHINGTON COUNTY SCHOOL DISTRICT
PID: SG-5-3-32-410
INSTR. NO. 20190053443
PROPOSED 100' MONOPOLE
LATITUDE: 37.005533 N
LONGITUDE: -113.564531 W
GROUND ELEVATION: 2822'
COLOR: GALVANIZED
PROPOSED 50'X50'
ANTHEMNET PREMISES
(APPROX 2,500 S.Q. FT)
± 313'
± 31'
± 67'
± 1150'
E. WHITE DOME DRIVE
PAVEMENT ASPHALT
PUBLIC RIGHT-OF-WAY
PROPOSED 12' WIDE
ACCESS ROAD
E. RIVER ROAD
PAVEMENT ASPHALT
ROW
1 AERIAL PLAN
200' 100' 0 200'
SCALE: 1"=100' (22X34)
1"=200' (11X17)
REV | DATE | DESCRIPTION
A | 08/20/25 | FOR ZONING ONLY
B | 10/13/25 | FOR ZONING ONLY
PROJECT NO.: 25-10359
DRAWN BY: SAL
PROJECT MANAGER: K. MCVAUGH
CHECKED BY: K. MCVAUGH
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SMW ENGINEERING GROUP, INC.
TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 www.smweng.com
ANTHEMNET
5151 HEADQUARTERS DRIVE, SUITE 170
PLANO, TX 75024
PRELIMINARY
NOT FOR CONSTRUCTION
WHITE DOME
1001 E WHITE DOME DR
SAINT GEORGE, UT 84790
(WASHINGTON COUNTY)
SHEET NAME
AERIAL PLAN
SHEET NUMBER
Z-1

SITE PLAN



REV	DATE	DESCRIPTION
A	08/20/25	FOR ZONING ONLY
B	10/13/25	FOR ZONING ONLY

PROJECT NO.:	25-10359
DRAWN BY:	SAL
PROJECT MANAGER:	K. MCVAUGH
CHECKED BY:	K. MCVAUGH

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ANTHEMNET
5151 HEADQUARTERS DRIVE, SUITE 170
PLANO, TX 75024

PRELIMINARY NOT FOR CONSTRUCTION

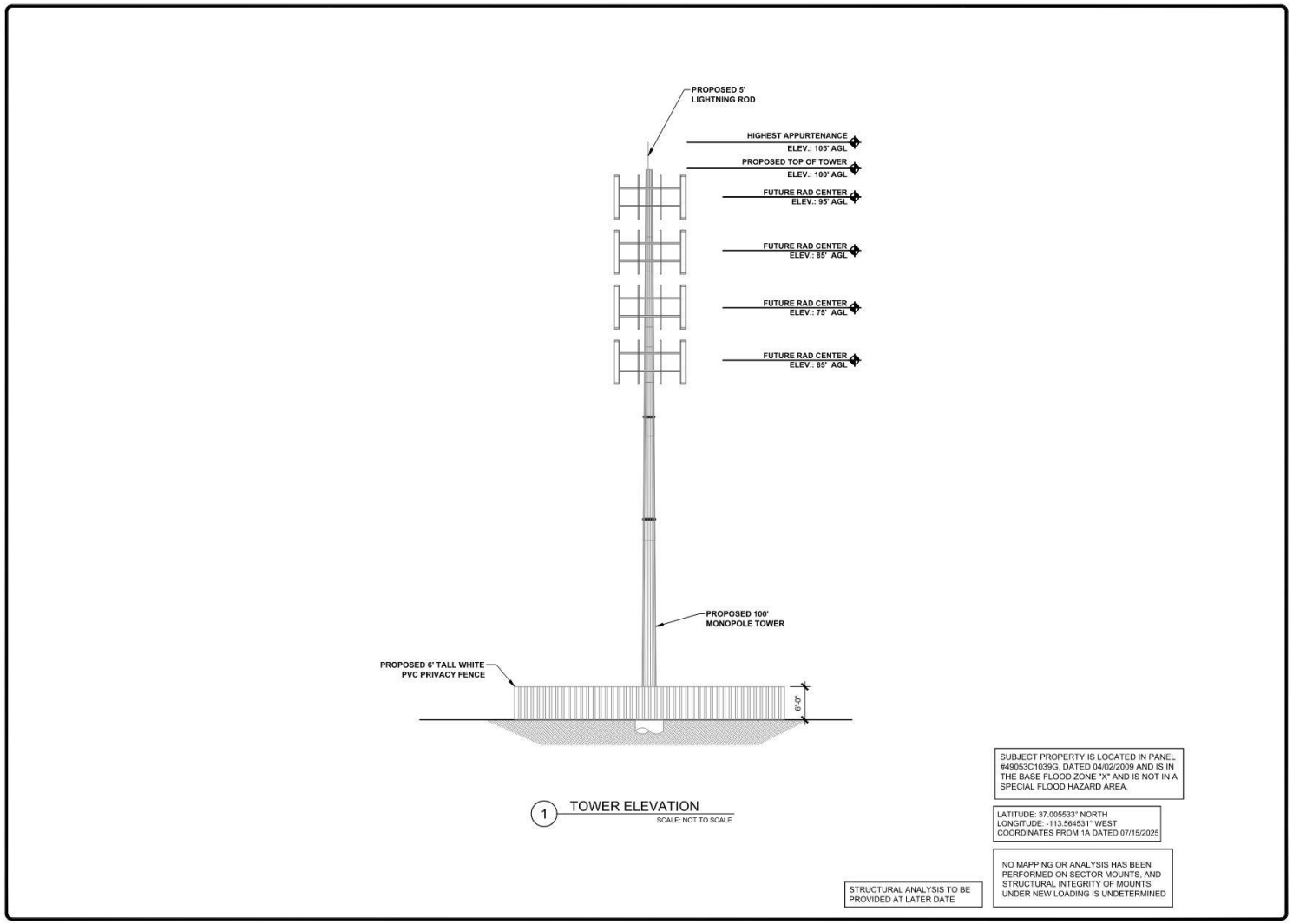
WHITE DOME

1001 E WHITE DOME DR
SAINT GEORGE, UT 84790
(WASHINGTON COUNTY)

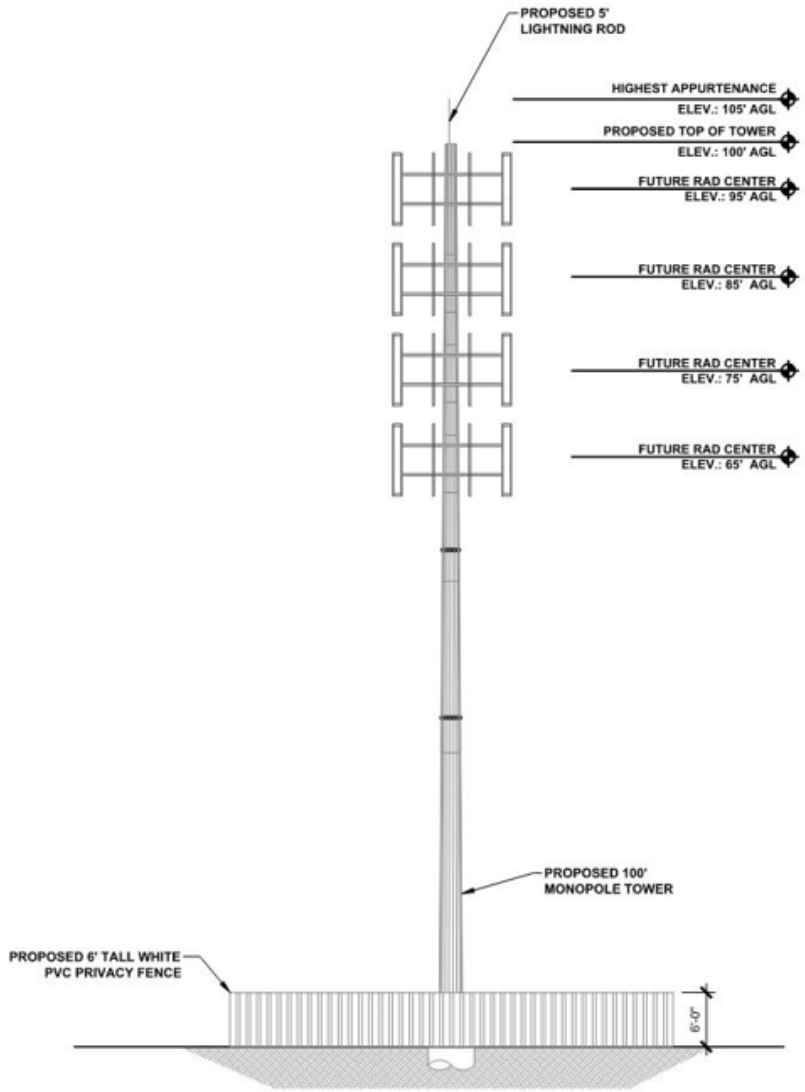
SHEET NAME
PROPOSED OVERALL SITE PLAN

SHEET NUMBER
Z-2

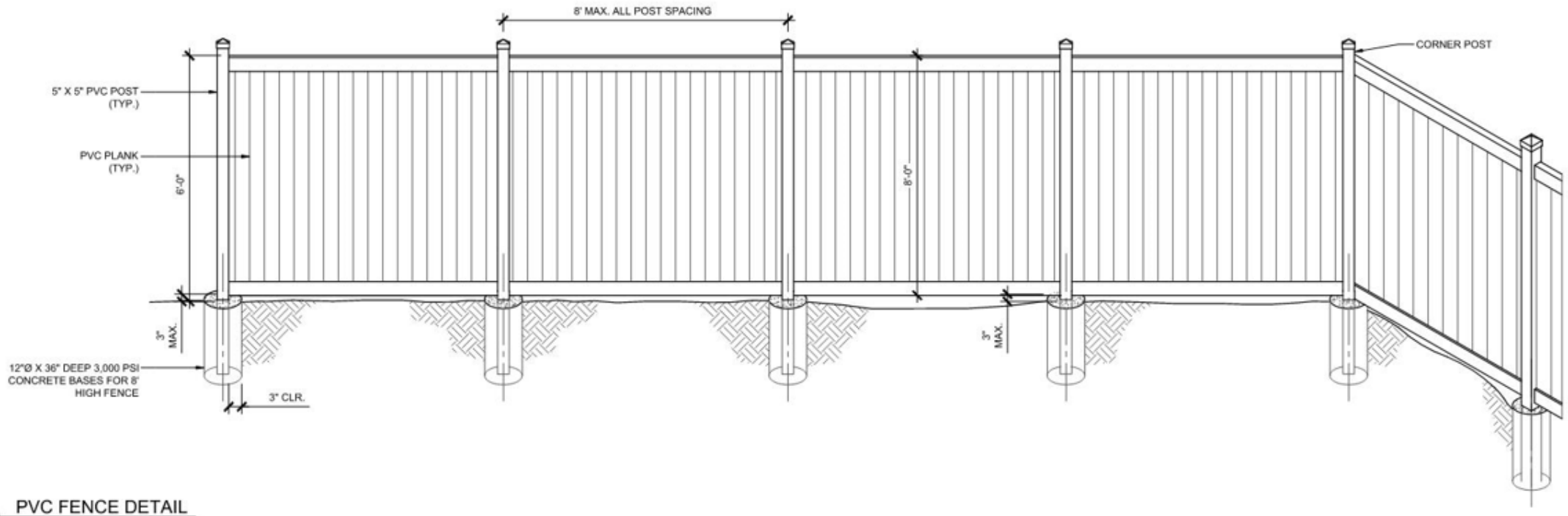
TOWER ELEVATIONS



TOWER ELEVATIONS



FENCING



1 PVC FENCE DETAIL
SCALE: N.T.S.

CONDITIONS

Staff recommends approval of this Conditional Use Permit with the following conditions:

1. That the 6-foot perimeter fence is constructed of masonry and not PVC as proposed. The fence and the facility shall not be located in the front yard setback, within any required landscape or buffer area, or within required parking area.
2. All power lines on the lot leading to an antenna structure and accessory structures shall be underground.
3. That the area between the fencing and the right of way that are not taken up by driveway is landscaped per section 10-23.
4. That all other facility structures are located within the fenced area.
5. That the maximum height of the tower is 100 feet not including the lightning rod.
6. That it is constructed as depicted in this staff report.

Agenda Date: 10/01/2026 **Agenda Item Number:** 13

Subject:

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

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bush & Gudgell - Bob Hermandson

Reference Number: 2026-ZC-001

Address/Location:

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

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

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

Staff Narrative (need/purpose):

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

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

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

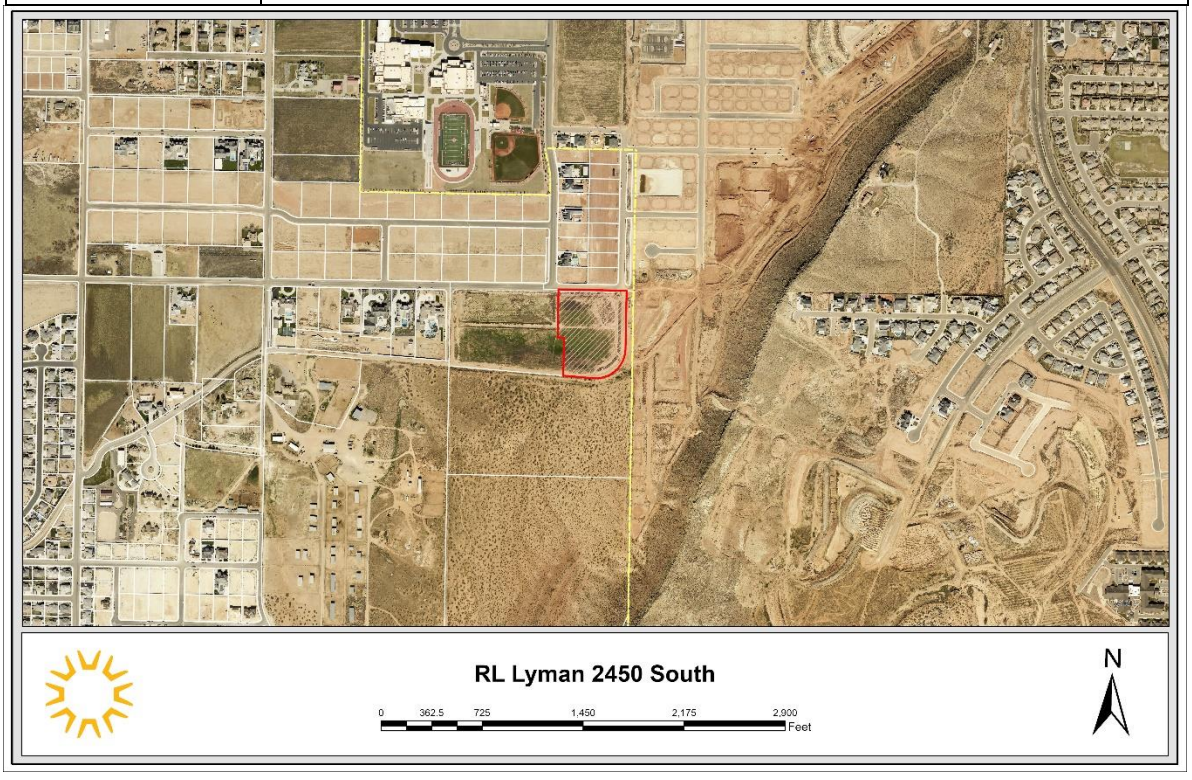
Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: **02/24/2026**
CITY COUNCIL AGENDA REPORT: **10/01/2026**

RL Wyman 2450 South Zone Change (Case No. 2026-ZC-001)		
Request:	Consider a request to amend the City Zoning Map by amending the zone from RE-20 (Residential Estates, 20,000 ft² minimum lot size) to RE-37.5 (Residential Estates, 37,500 ft² minimum lot size) on approximately 6.20 acres generally located west of the St. George/Washington border and approximately 2450 South.	
Applicant:	Bush & Gudgell – Bob Hermandson	
Location:	Generally located west of the St. George/Washington border and approximately 2450 South	
General Plan:	AE (Agricultural Estates)	
Existing Zoning:	RE-20 (Residential Estates, 20,000 square foot minimum lot size)	
Surrounding Zoning:	North	RE-20 (Residential Estates, 20,000 ft² minimum lot size)
	South	R-1-10 (Residential 10,000 ft² minimum lot size) & A-1 (Agricultural, 40,000 ft² minimum lot size)
	East	A-1 (Agricultural, 40,000 ft² minimum lot size) & (Washington City – R-1-10 - Residential 10,000 ft² minimum lot size)
	West	RE-37.5 (Residential Estates, 37,500 ft² minimum lot size)
Land Area:	Approximately 6.20 acres	



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

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

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

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

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

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

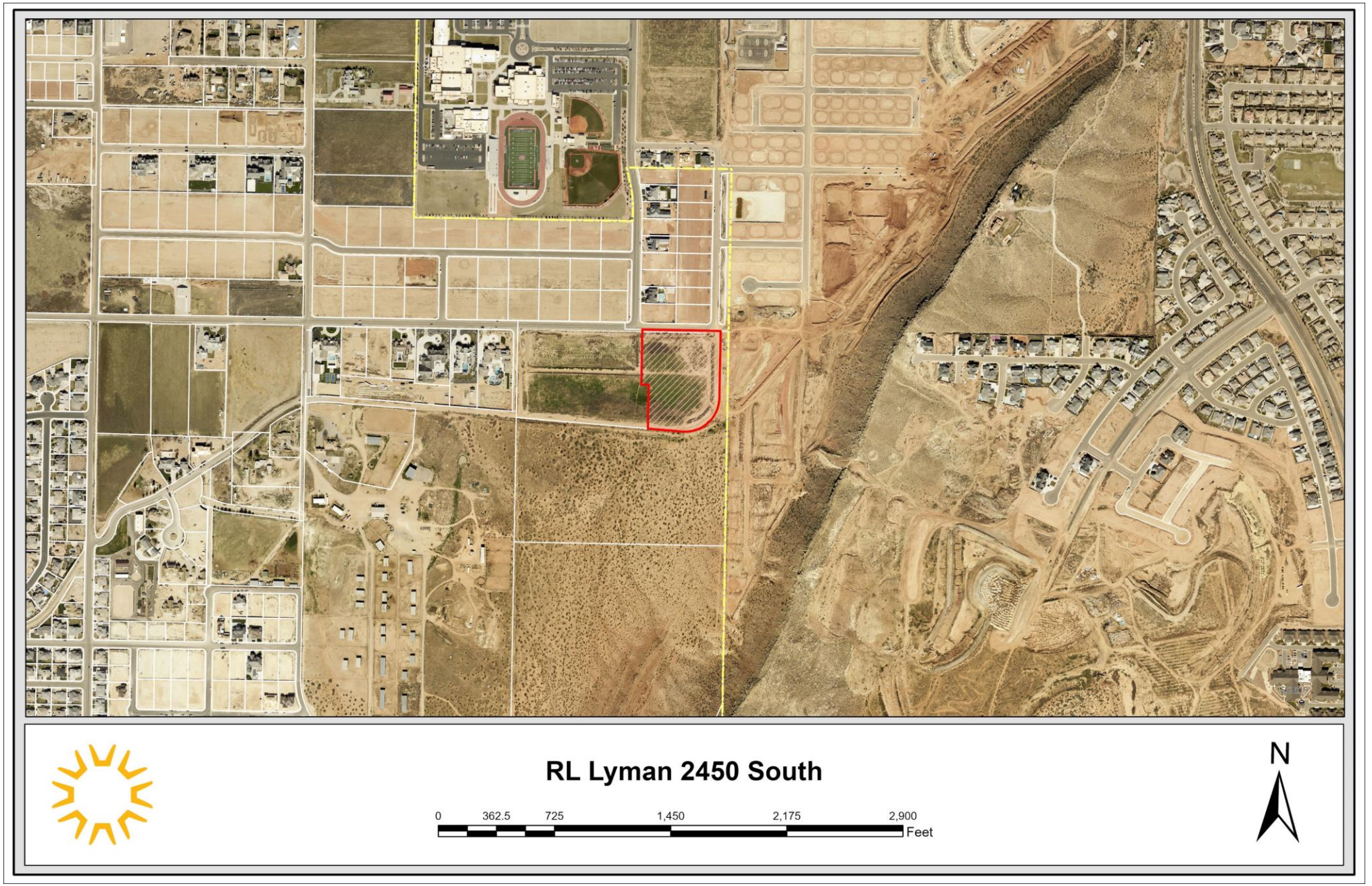
Exhibit A

PowerPoint Presentation

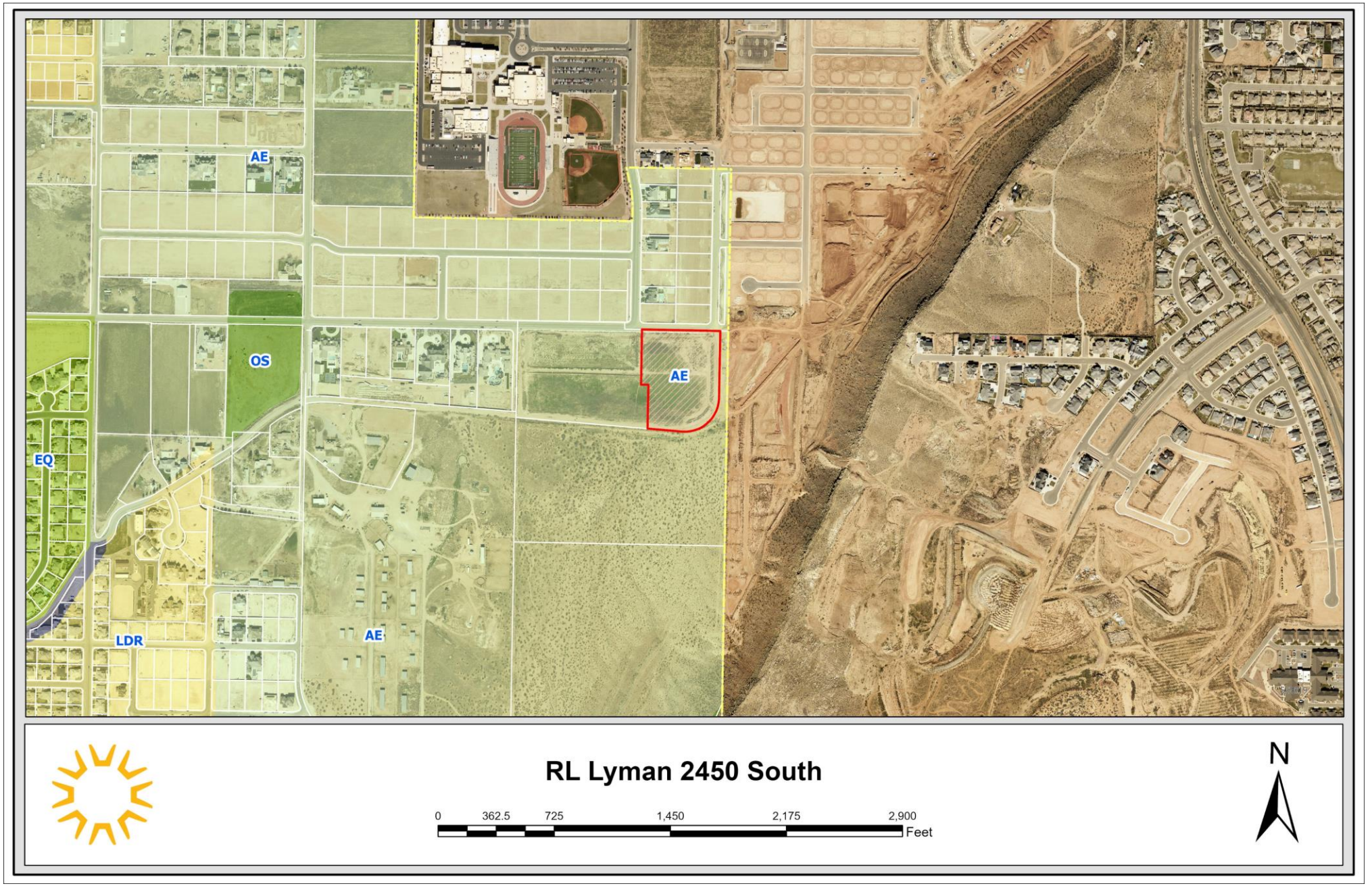
RL Wyman 2450 South Zoning Map Amendment

2026-ZC-001

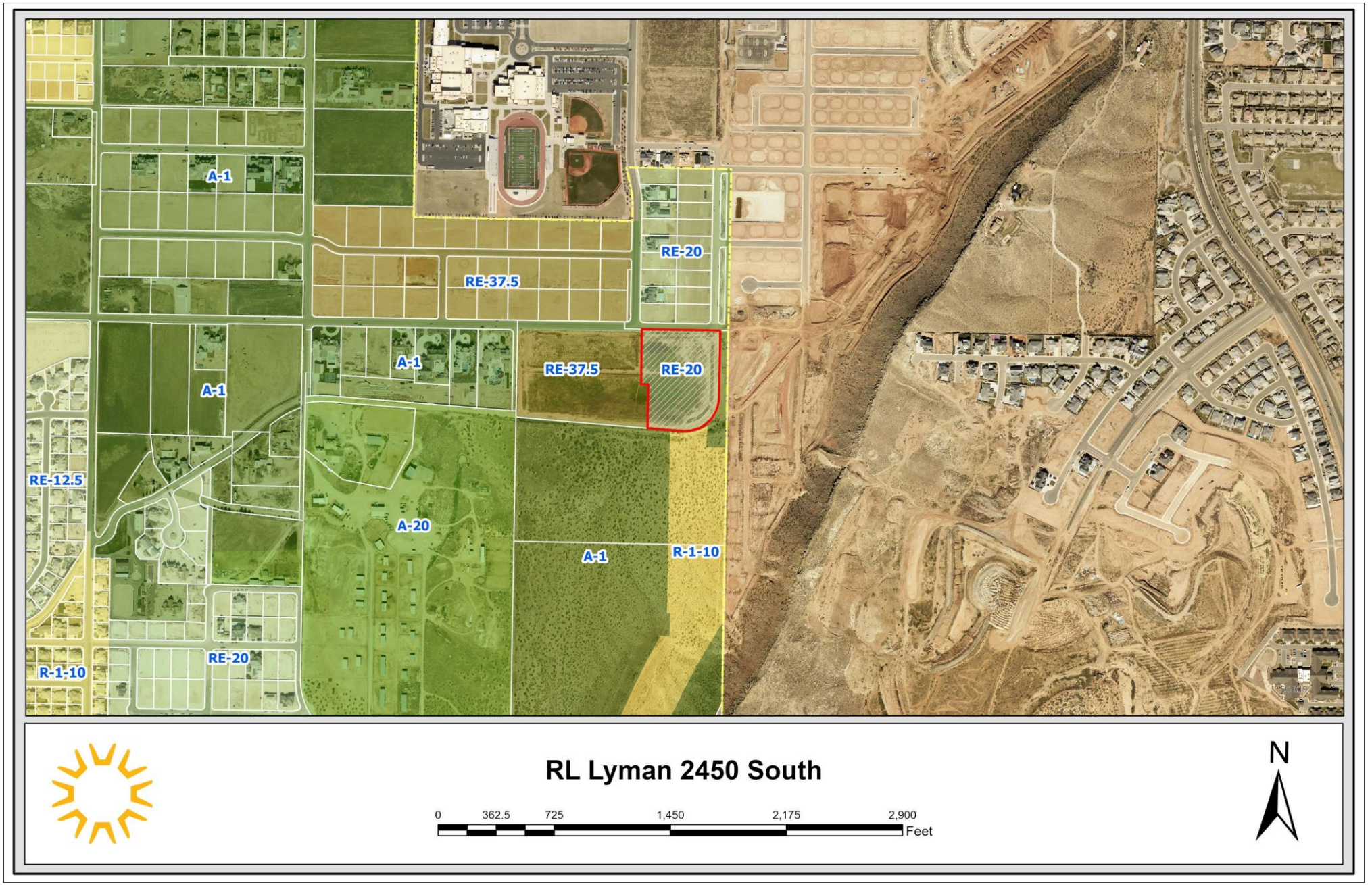
Aerial Map



Land Use Map


AE
OS
AE
EQ
LDR
AE
RL Lyman 2450 South
0
362.5
725
1,450
2,175
2,900
Feet
N

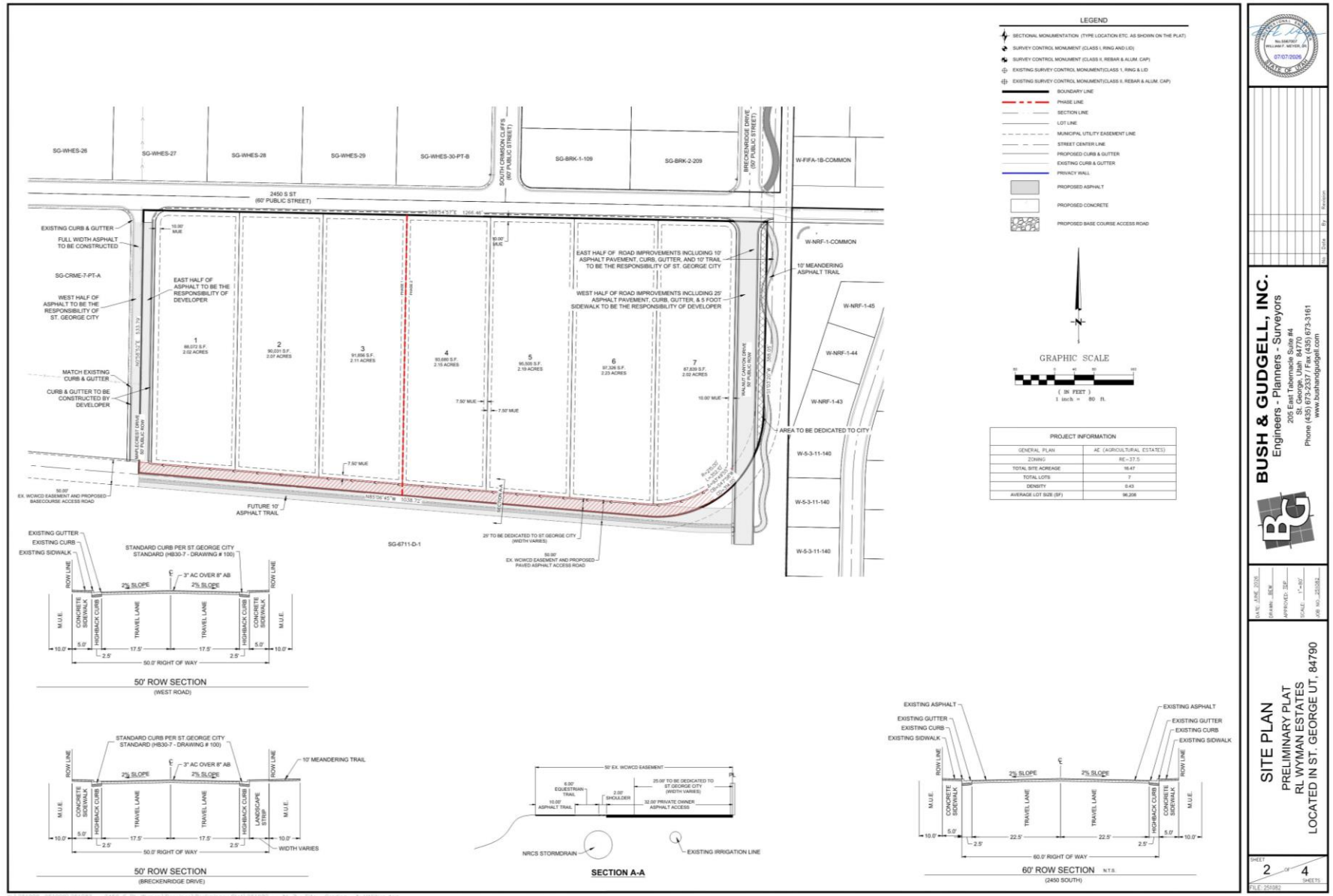
Zoning Map


A-1
RE-37.5
RE-20
A-1
A-1
RE-37.5
RE-20
RE-12.5
A-20
A-1
R-1-10
RE-20
R-1-10
RL Lyman 2450 South
0
362.5
725
1,450
2,175
2,900
Feet
N

Applicant Exhibit



Preliminary Plat

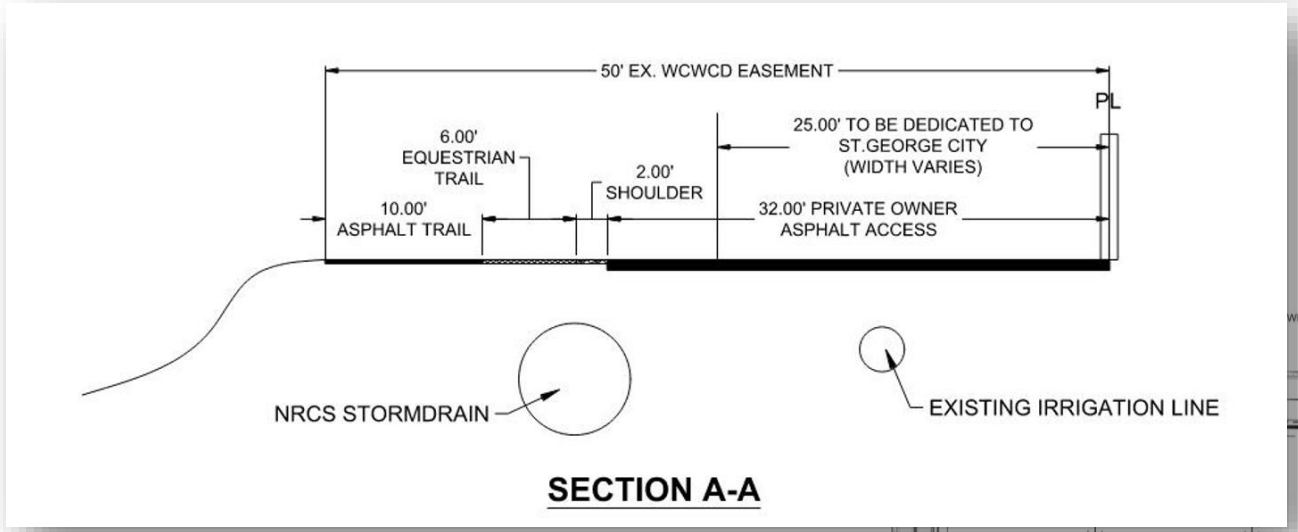


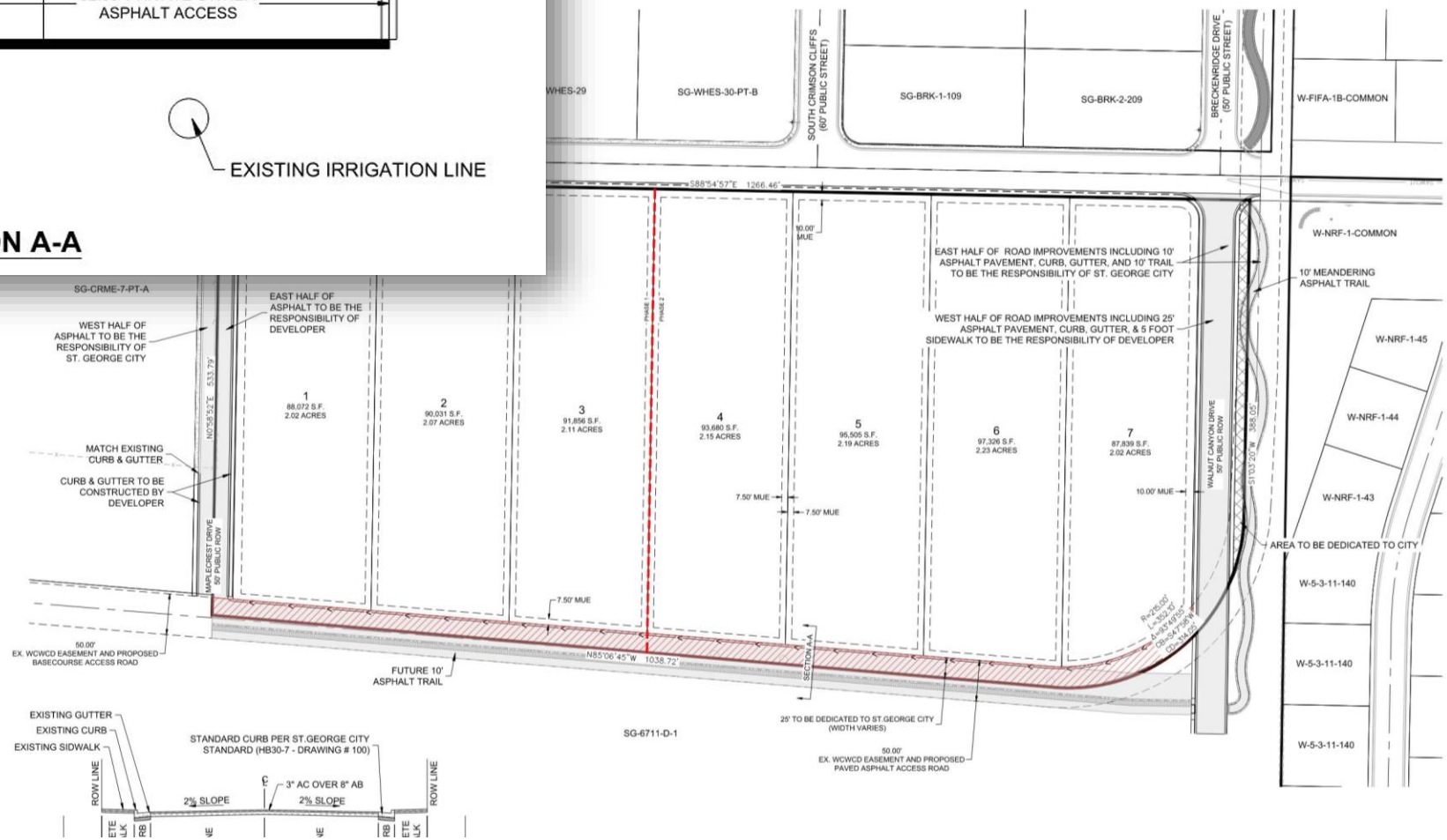
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

SITE PLAN
PRELIMINARY PLAT
RL WYMAN ESTATES
LOCATED IN ST. GEORGE UT, 84790

SHEET 2 OF 4 SHEETS
FILE: 251082

Preliminary Plat





ORDINANCE NO. _____

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

(RL Wyman 2450 South Zone Change)

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

WHEREAS, the City Council held a public meeting on this request on October 1, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on February 24, 2026; and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George with no conditions.

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

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

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

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from RE-20 (Residential Estates, 20,000 square feet minimum lot size) to RE-37.5 (Residential Estates, 37,500 square feet minimum lot size) on approximately 6.2 acres. The zone amendment and location are more specifically described on the attached property legal description, incorporated herein as Exhibit "A," and parcel exhibit, incorporated herein as Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 1st 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 _____

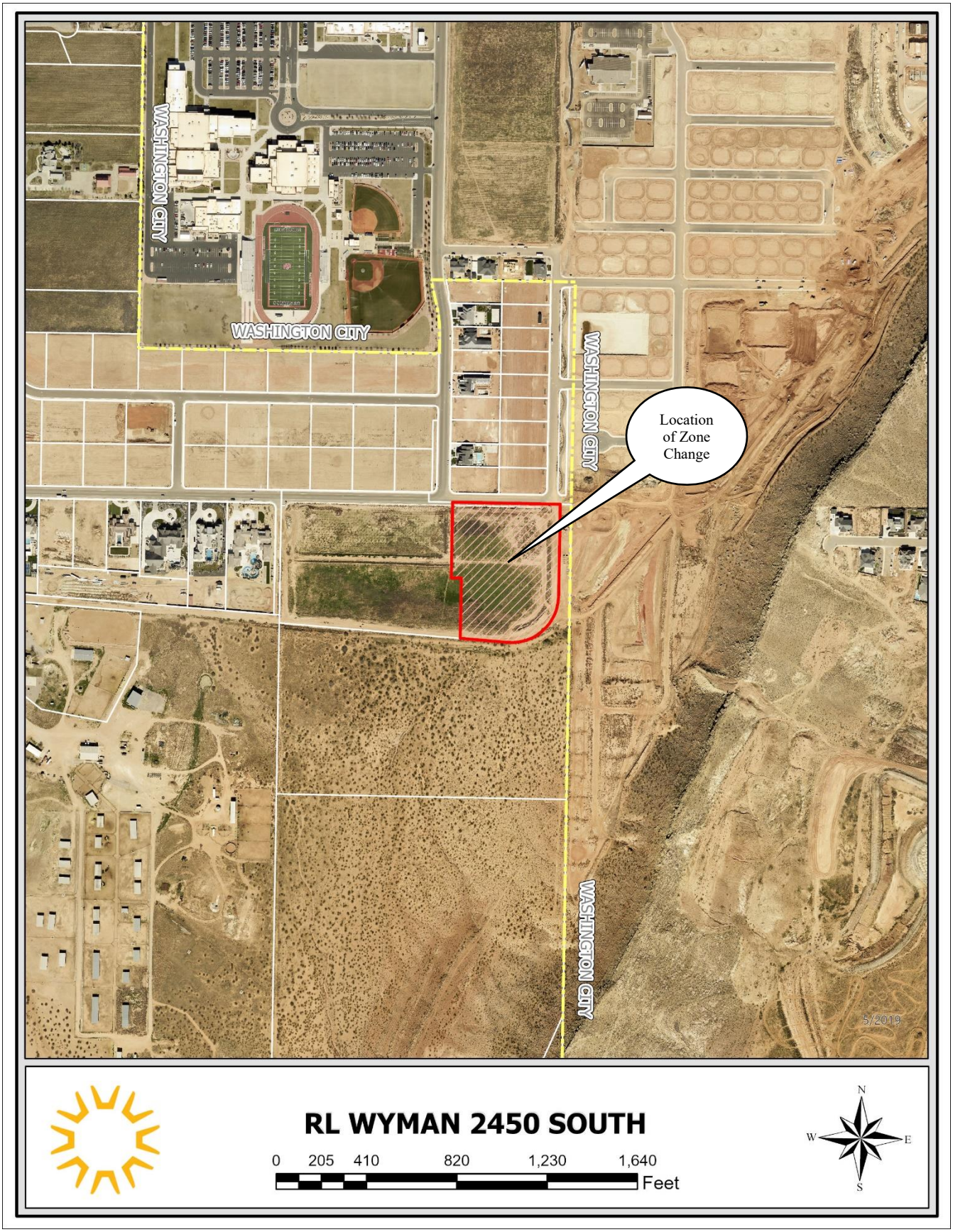
Exhibit “A”

Legal Description

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

Containing 270,188 square feet or 6.20 acres.

Exhibit “B” – Parcel Exhibit



Agenda Date: 10/01/2026 **Agenda Item Number:** 14

Subject:

Consider approval of Ordinance No. 2026-076 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East. (Case No. 2026-ZC-016 - Sullivan Commercial)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Bush & Gudgell, Bob Hermandson

Reference Number: 2026-ZC-016

Address/Location:

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

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

The proposal is to change the zoning to PD-C (Planned Development Commercial) with a use list. This is a request for an initial zone change establishing the coning and use list on the property only. The underlying general plan is COM (Commercial). At their meeting held on September 8, 2026, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 7-0. There were no public comments at the meeting with one letter submitted.

Staff Narrative (need/purpose):

The applicant is seeking to change the zone from A-1 (Agricultural, 40,000 ft minimum lot size) to PD-C (Planned Development Commercial). Currently, this is part of a larger piece of property. It is often identified as the property that has the three large radio antennae. The applicant owns this entire piece of property. The zone of the property to the west is PD-C (Planned Development Commercial) and received this approval in February of this year. The purpose of this zone change is to increase the size of the existing commercial zone due to the demand for commercial businesses in this part of the city. This commercial area will bring commercial uses closer to the neighborhoods which would reduce the number and length of trips closer to town. Improvements to both 2450 South and 3000 East have recently been completed, helping facilitate movement to and around the subject property.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission held a public hearing on September 8, 2026, and recommended approval of the zone change for Sullivan Commercial from A-1 to PD-C with a 7-0 and no conditions.

Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: **09/08/2026**
CITY COUNCIL AGENDA REPORT: **10/01/2026**

Sullivan Commercial Zone Change (Case No. 2026-ZC-016)		
Request:	Consider a request to amend the City Zoning Map by amending the zone from A-1 (Agriculture 40,000 ft² minimum) to PD-C (Planned Development Commercial) on approximately 8.48 acres generally located north of 2450 South and west of 3210 East.	
Applicant:	Bush & Gudgell – Bob Hermandson	
Location:	Generally located north of 2450 South and west of 3210 East.	
General Plan:	COM (Commercial)	
Existing Zoning:	A-1 (Agricultural, 40,000 ft² minimum lot size)	
Surrounding Zoning:	North	A-1 (Agricultural, 40,000 ft² minimum lot size)
	South	RE-12.5 (Residential Estates, 12,500 ft² minimum lot size)
	East	RE-20 (Residential Estates, 20,000) ft² minimum lot size)
	West	PD-C (Planned Development Commercial)
Land Area:	Approximately 8.48 acres	



BACKGROUND:

The applicant is seeking to change the zone from A-1 (Agricultural, 40,000 ft² minimum lot size) to PD-C (Planned Development Commercial). Currently, this is part of a larger piece of property. It is often identified as the property that has the three large radio antennae. The applicant owns this entire piece of property. The zone of the property to the west is PD-C (Planned Development Commercial) and received this approval in February of this year. The purpose of this zone change is to increase the size of the existing commercial zone due to the demand for commercial businesses in this part of the city. This commercial area will bring commercial uses closer to the neighborhoods which would reduce the number and length of trips closer to town. Improvements to both 2450 South and 3000 East have recently been completed, helping facilitate movement to and around the subject property.

The property, which is 8.48 acres total, is currently zoned A-1 (Agricultural, 40,000 ft² minimum lot size). This application is to change the zone to PD-C (Planned Development Commercial) for development in the future with the Commercial designation. This zone request is consistent with the Commercial Land Use Designation.

The applicant, in compliance with City Code, is proposing a use list to accompany the request. The applicant reviewed the C-2 and C-3 zones, and handpicked various uses that they felt would work well with the neighborhood and their vision for the site as allowed by City Code. The proposed use list is attached to this staff report. They have also submitted a basic conceptual site plan.

The proposed zone change from A-1 (Agricultural, 40,000 ft² minimum lot size) to PD-C (Planned Development Commercial) would likely increase water demand compared to current conditions, as the property has not been actively used for agricultural purposes in recent years. However, the existing radio towers are scheduled to be removed this summer, allowing the property to reasonably return to agricultural production under its current zoning designation. Agricultural uses typically require significant irrigation water to sustain crops or pasture, whereas commercial is generally characterized by substantially lower outdoor irrigation demands and more efficient indoor water use through modern plumbing fixtures and water conservation standards. As a result, commercial development is expected to consume less water than full agricultural production that could otherwise occur on the property.

RECOMMENDATION:

The Planning Commission held a public hearing on September 8, 2026, and recommended approval of the zone change for Sullivan Commercial from A-1 to PD-C with a 7-0 vote and no conditions. There were no public comments at this hearing.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the zone change for Sullivan Commercial, case number 2026-ZC-016, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed zoning is consistent with the general plan designation on the property.
2. The approval of the zoning map amendment is in the best interest of the health, safety and welfare of the citizens of St. George.
3. A Planned Development Amendment will be required prior to approval of any site plans or building permits.
4. Recent improvements to 3000 East have increased roadway capacity and improved access to and from the property, making the proposed commercial designation more appropriate.
5. The proposed project will not negatively impact the health, stability, and/or formation of families within the city.
6. Commercial development generally requires substantially less irrigation water than agricultural production and incorporates modern water-efficient landscaping and plumbing fixtures that reduce overall water consumption.

Exhibit A
Public Comment

Planning commission member

My name is Chuck Spilker, I am writing this in concern of the requested commercial zone change on 2450 south and 3210 East. from LDR to commercial . I own the 7 acres kiddie corner of this request.
I am requesting that you turn down his request for the following items

1.There is still at this time a lot of livestock that are grazing pastures in this area, I have as many as 10 head on my place at times,my neighbors have as many as 5 to 6 head. Bringing a commercial venture so close to grazing livestock is a safety hazard, Should animals get out on the road. And as hard as we try to keep our fences secure, they seem to find a way.

2.I irrigate on early morning on this property , and find myself quite often at the corner of 3210 E. and 2450 S. This is a busy corner with student drivers going to and from the crimson cliffs schools. With an intermediate school so close there are many children on bikes and scooters. I do not feel we should be putting so much more traffic in this spot with a commercial venture.

3. My wife and I have enjoyed our farm in this area for many years going on 30 years now and have seen so much move in around us. And have not complained to you for the growth, We understand St. George is a desirable place and others should have their opportunities . But strongly feel this is pushing to much

4. It seems so much more appropriate to place the commercial on this parcel out on 3000 E. or the south west corner , rather than so closer to a low density residential zone .

I would appreciate so much your serious consideration of my feelings .I have talked with many others in the area that have the same concerns.

Thank Chuck Spilker

Connie spilker

Adjacent neighbors

Exhibit B
PowerPoint Presentation



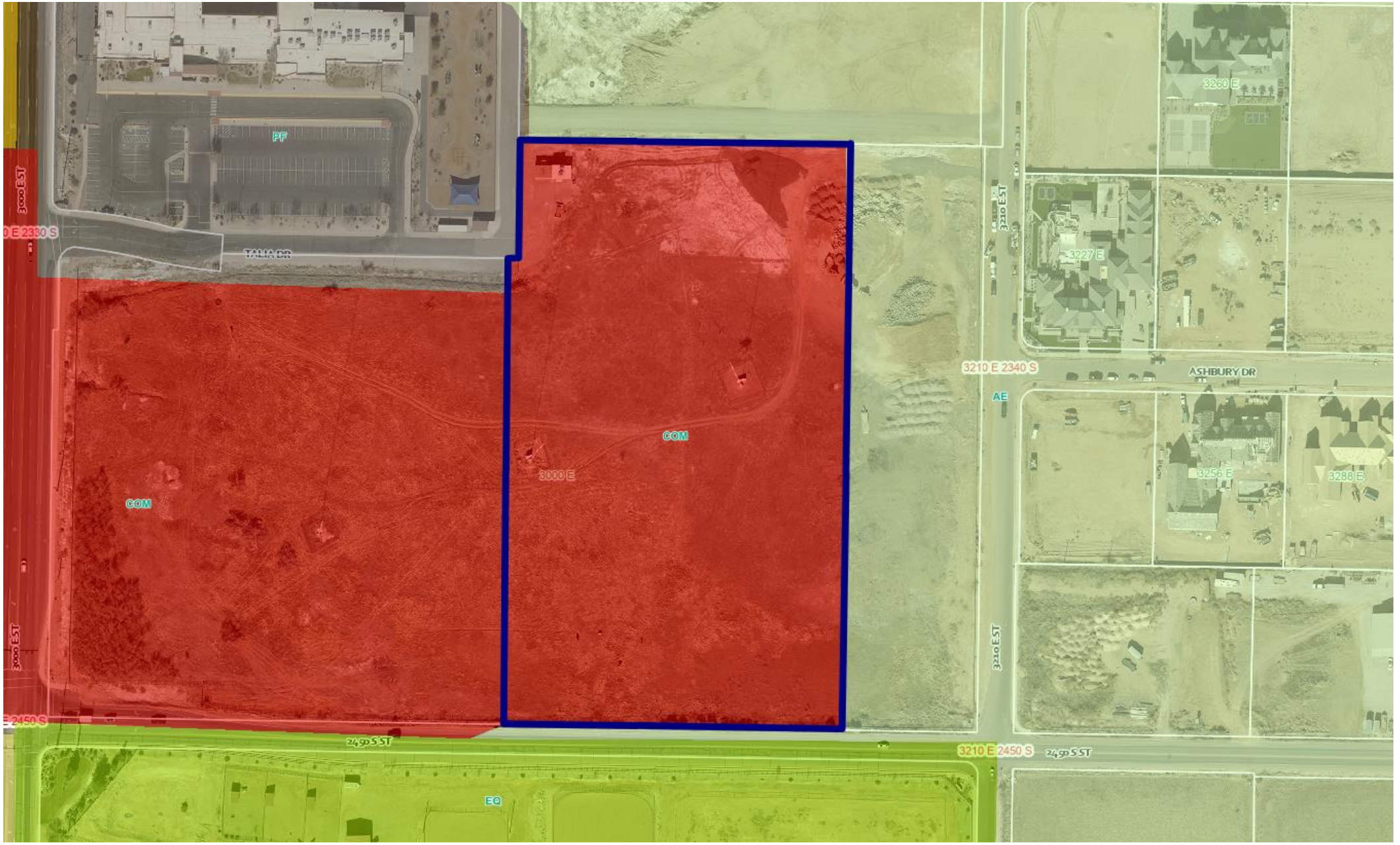
Sullivan Commercial PD-C Zone Change

2026-ZC-016

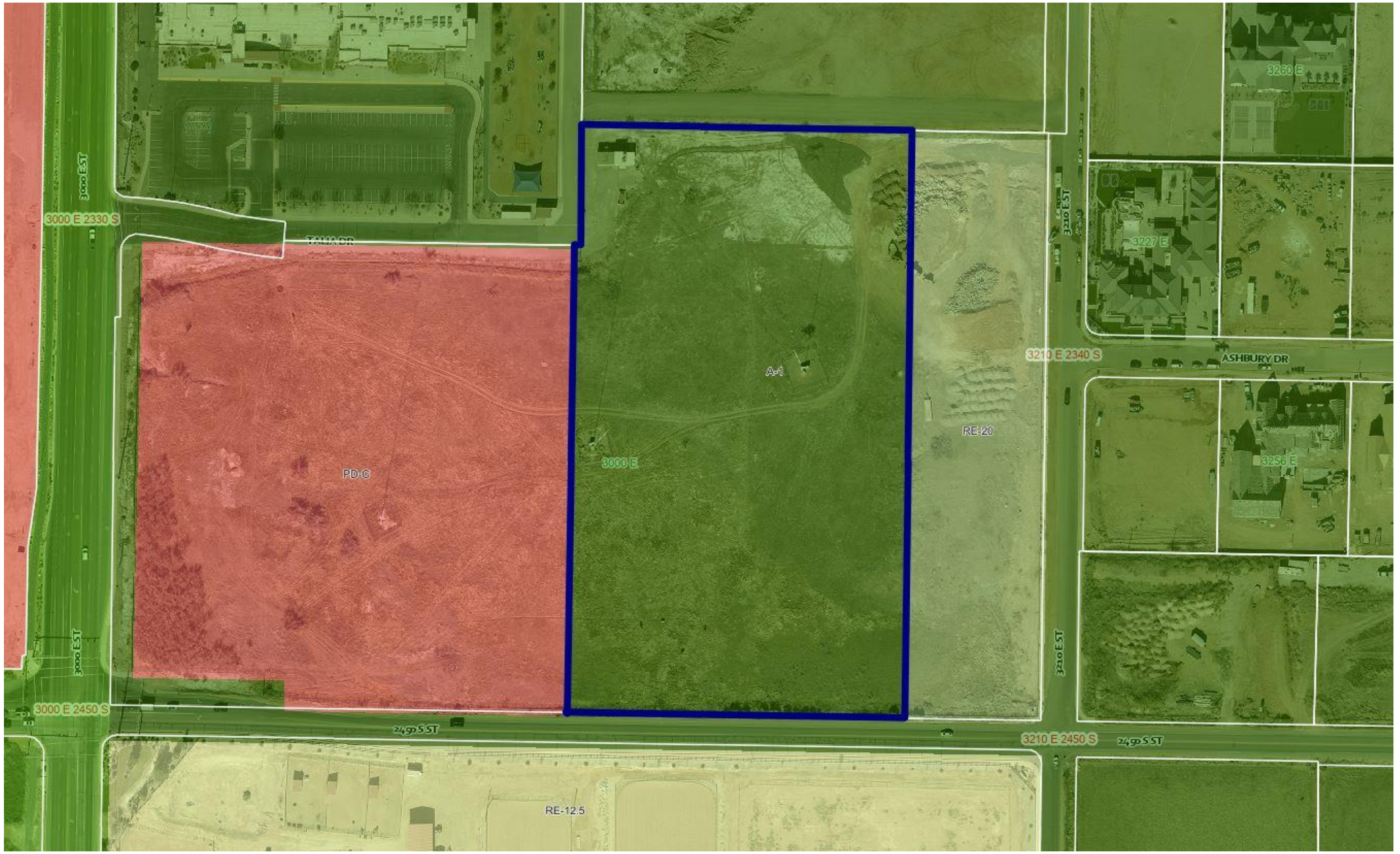
Aerial Map


CALFXING
ALFALFA DR
LIVESTOCK LN
SALT GRASS LN
2220 S ST
IRRIGATION SPRINGS LN
IRRIGATION SPRING LN
FLOWERING FIELD LN
FULLMER LN
3000 E ST
3010 E ST
2170 S ST
3210 E ST
2290 S ST
3430 E ST
TALIA DR
ASHBURY DR
WAVERLY LN
2450 S ST
2540 S ST
2590 S ST
3160 E CIR
FARMSTEAD RD
2780 E ST
3090 E ST
3070 E ST
3120 E ST
3160 E ST

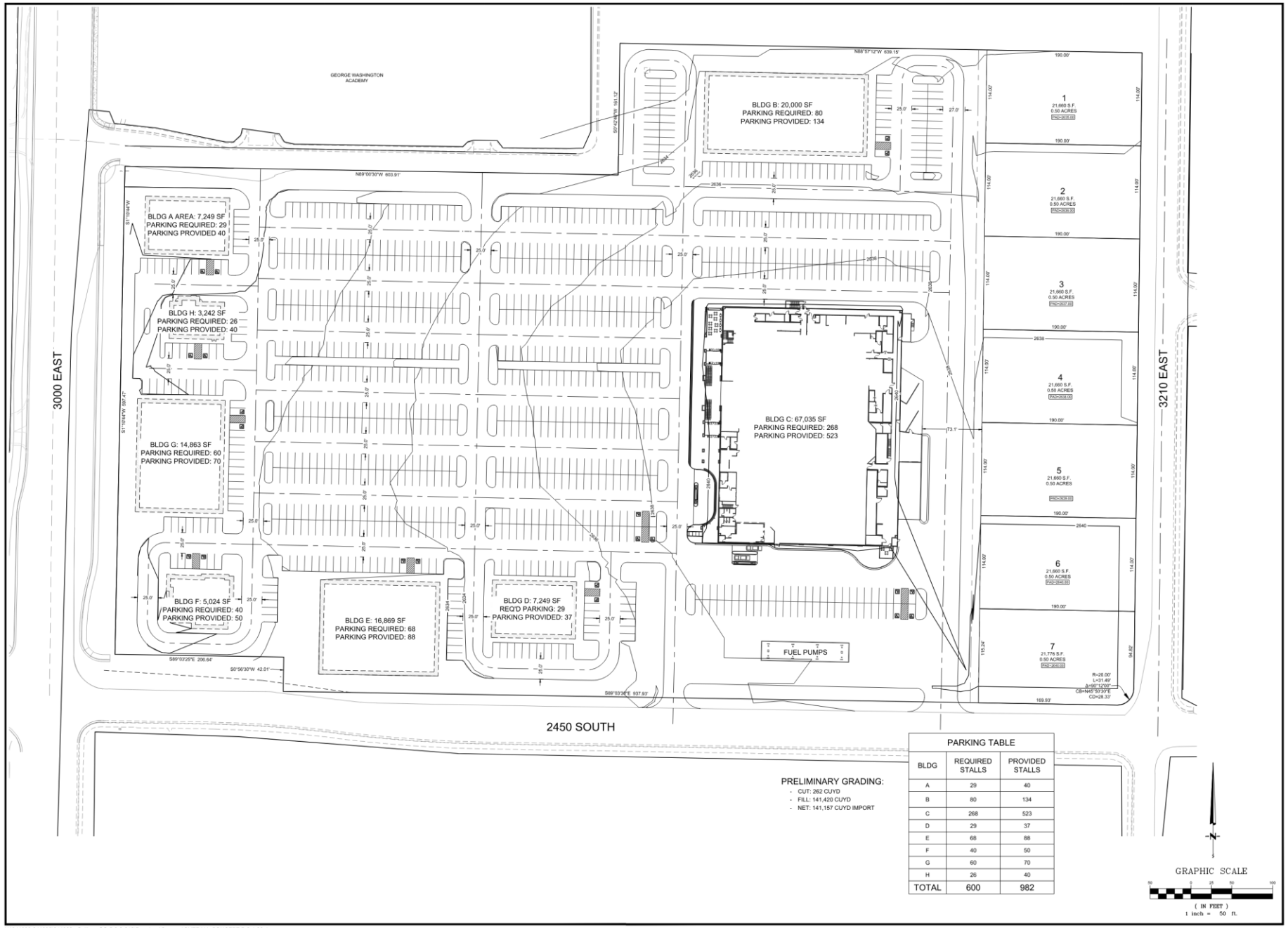
Land Use Map


PF
TALIA DR
3000 E ST
2330 S
COM
3000 E
COM
3210 E ST
3260 E
3227 E
3210 E 2340 S
ASHBURY DR
AE
3256 E
3288 E
3210 E ST
2450 S
2450 S ST
3210 E 2450 S
2450 S ST
EQ

Zoning Map


3000 E 2330 S
TRYADR
PD-C
A-1
3000 E
RE-20
3210 E 2340 S
ASHBURY DR
3260 E
3227 E
3256 E
3000 E ST
3210 E ST
3000 E 2450 S
2450 S ST
3210 E 2450 S
RE-12.5

Conceptual Site Plan



PRELIMINARY GRADING:
- CUT: 262 CUYD
- FILL: 141,420 CUYD
- NET: 141,157 CUYD IMPORT

PARKING TABLE

BLDG	REQUIRED STALLS	PROVIDED STALLS
A	29	40
B	80	134
C	268	523
D	29	37
E	68	88
F	40	50
G	60	70
H	26	40
TOTAL	600	982

Preliminary. For Review Only. Not For Construction.

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2537 / Fax (435) 673-3161
www.bushandgudgell.com

SULLIVAN CONCEPT B
SULLIVAN PARCEL
LOCATED IN ST. GEORGE, UT

DATE: JUNE 2025
DRAWN: JAS
APPROVED:
SCALE: 1" = 50'
JOB NO: 241062

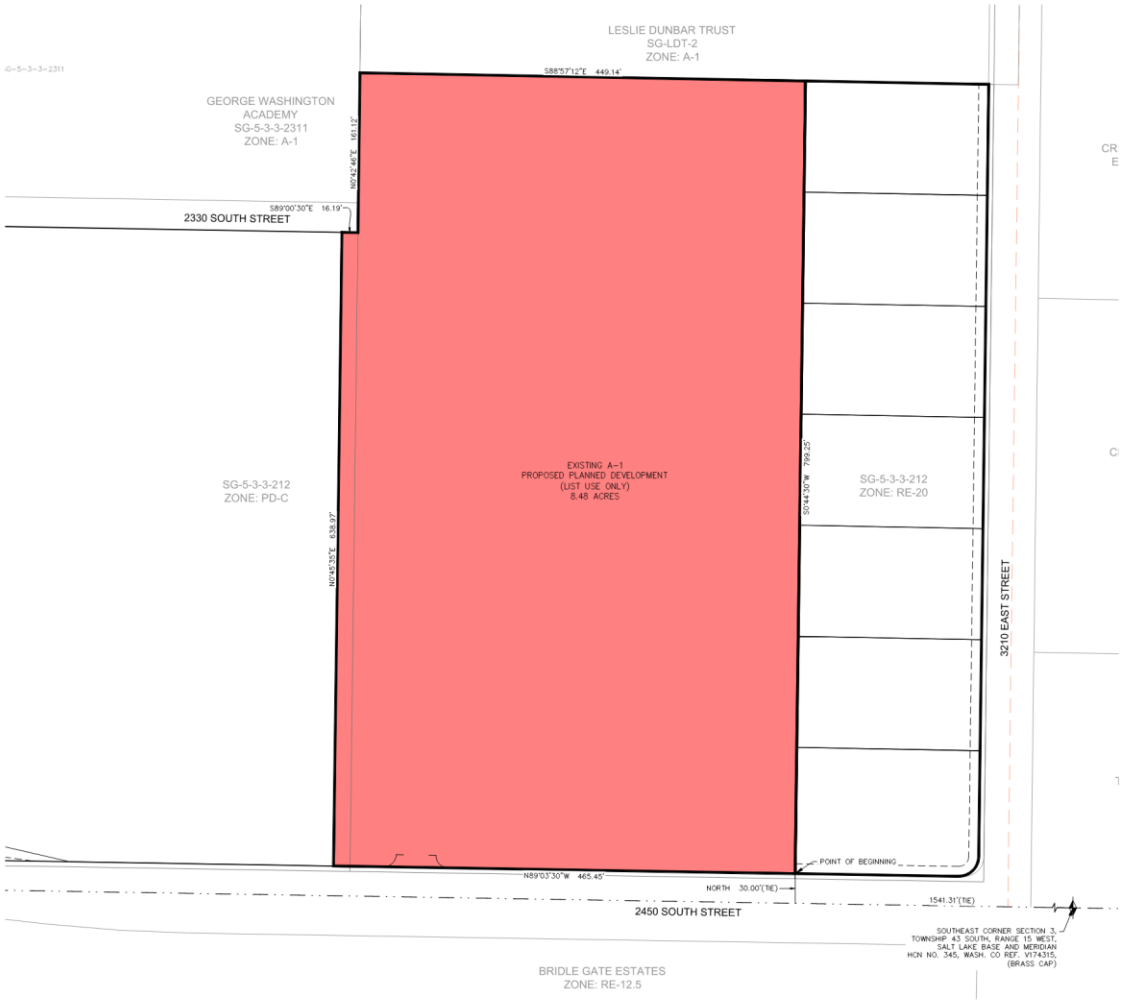
SHEET 1 OF 1 SHEETS
FILE: 241062

Property Survey

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF A PARCEL OF LAND MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20200036683, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 89°03'30" WEST ALONG THE SECTION LINE 1541.31 FEET AND DUE NORTH 30.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°03'30" WEST ALONG SAID NORTH BOUNDARY LINE 465.45 FEET; THENCE NORTH 00°45'35" EAST 638.97 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 2330 SOUTH STREET AS CONVEYED IN THE ROADWAY DEDICATION DOCUMENT NO. 20120011003, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH; THENCE ALONG SAID LINE AND THE EXTENSION THEREOF THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°00'30" EAST 16.19 FEET, AND 2) NORTH 00°42'46" EAST 161.12 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE LESLIE DUNBAR TRUST SUBDIVISION, DOCUMENT NO. 20230027191, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH; THENCE SOUTH 88°57'12" EAST ALONG SAID LINE 449.14 FEET; THENCE SOUTH 00°44'30" WEST 799.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 369,505 SQUARE FEET OR 8.48 ACRES.



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND

EXISTING A-1
PROPOSED PLANNED DEVELOPMENT (USE LIST ONLY)
CONTAINING 8.48 ACRES

PROPOSED ZONE CHANGE FROM A-1 TO PLANNED DEVELOPMENT (USE LIST ONLY)

LOCATED IN
SOUTHEAST QUARTER OF SECTION 3,
TOWNSHIP 43 SOUTH, RANGE 15 WEST,
SALT LAKE BASE AND MERIDIAN

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

No. | Date | By | Revisions

DATE: JULY 2024
DRAWN: BRS
APPROVED:
SCALE: 1" = 60'
JOB NO. 241062

PROPOSED ZONE CHANGE FROM A-1 TO PLANNED DEVELOPMENT (USE LIST ONLY) LOCATED IN ST.GEORGE UT, 84790

SHEET 1 OF 1 SHEETS
FILE: 241062

Proposed Uses

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone.

B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must com with the standards and evaluation criteria established in chapter 17 of this title in the St. George City Code.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	PD-C
Alcohol establishments, including the following:	
Off-premises beer retailer	P
Ambulance service	P
Amusement centers (with no water activity)	
Indoor	P
Outdoor	C
Amusement centers (with water activity)	PS
Animal services, including the following:	
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)	PS
Automobile and vehicle services, limited to the following uses:	
Automobiles and other similar vehicle sales lots	PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building	P
Automobile rental (vehicles up to 26' in length)	P

Allowed Uses

	PD-C
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)	P
Tire sales and service; provided, conducted within completely enclosed building	P
Financial, medical and professional services	P
Food service establishments, including the following and similar uses:	
Catering establishment	P
Restaurant	P
Lodging, temporary, limited to the following uses:	
Bed and breakfast	P
Hospitals	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Mental health treatment center, with overnight stay	C
Nursing home	P
Office	P
Religious facility	P
Residential, limited to the following use:	
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)	C
Retail shops:	
Antique store	P
Athletic and sporting goods store	P

Proposed Uses

Allowed Uses

	PD-C
Department store	P
Drive-through sales (pharmacy, dairy products, etc.)	P
Furniture and large appliances sales (used)	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Pawnshop	P
Seed and feed store, retail	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Payday lending/title loans	P
Retail sale of goods with some operations outdoors, limited to the following uses:	
Building materials sales	P
Convenience markets with gas pumps/gas station	P
Farm implement sales (outdoor display)	P
Fence, sales and service	P
Garden supplies and plant material sales	P
Greenhouse and nursery; soil and lawn service	P
Service businesses, limited to the following uses:	
Body piercing, ancillary to a permitted use	P
Carpet and rug cleaning	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS

Allowed Uses

	PD-C
Communication transmission facilities, including wireless, primary, height over 50'	C
Construction trade services, plumbing shop, electrical shop, etc.	P
Crematorium, independent human	P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Mortuary	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pest control and extermination	P
Pet grooming	P
Printing, lithographing, publishing or reproduction sales and service	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
RV storage	PS
Tattoo establishment	P
Taxidermist	PS
Transportation, limited to the following uses:	
Bus terminal	P
Taxi/shuttle	P

Allowed Uses

	PD-C
Government, public services and facilities, limited to the following uses:	
City, all facilities	P
Public utility facilities, primary	PS

Recommendation

The Planning Commission held a public hearing on September 8, 2026, and recommended approval of the zone change for Sullivan Commercial from A-1 to PD-C with a 7-0 vote and no conditions.

There were no public comments at this meeting. One letter was received.

Recommendation

“I move that approve the Sullivan Commercial Zone Change, case number 2026-ZC-016, based on the findings listed in the staff report.”

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM A-1 (AGRICULTURAL) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 8.48 ACRES GENERALLY LOCATED NORTH OF 2450 SOUTH AND WEST OF 3210 EAST FOR THE PURPOSE OF ZONING THE PROPERTY TO PD-C AND ESTABLISHING A USE LIST FOR A FUTURE COMMERCIAL DEVELOPMENT ON THE PROPERTY. CASE NO. 2026-ZC-016

(SULLIVAN COMMERCIAL)

WHEREAS, the property owner has requested a zone change from A-1 (Agriculture, one-acre minimum lot size) to PD-C (Planned Development Commercial) on approximately 8.48 acres located north of 2450 South and west of 3210 East for the purpose of establishing a use list for future commercial development; and

WHEREAS, the City Council held a public meeting on this request on October 1, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on September 8, 2026, and recommended approval with a 7-0 vote with no conditions; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and

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

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

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

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from A-1 (Agriculture, one-acre minimum lot size) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A,” the parcel exhibit, incorporated herein as Exhibit “B” and the use list, incorporated herein as Exhibit “C”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 1st 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

Sullivan PD-C
Legal Description

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

Containing 369,505 square feet or 8.48 acres.

Exhibit “B” – Parcel Exhibit



Exhibit "C" – Use List

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone.

B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title in the St. George City Code.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	PD-C
Alcohol establishments, including the following:	
Off-premises beer retailer	P
Ambulance service	P
Amusement centers (with no water activity)	
Indoor	P
Outdoor	C
Amusement centers (with water activity)	PS
Animal services, including the following:	
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)	PS
Automobile and vehicle services, limited to the following uses:	
Automobiles and other similar vehicle sales lots	PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building	P
Automobile rental (vehicles up to 26' in length)	P

Allowed Uses

	PD-C
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)	P
Tire sales and service; provided, conducted within completely enclosed building	P
Financial, medical and professional services	P
Food service establishments, including the following and similar uses:	
Catering establishment	P
Restaurant	P
Lodging, temporary, limited to the following uses:	
Bed and breakfast	P
Hospitals	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Mental health treatment center, with overnight stay	C
Nursing home	P
Office	P
Religious facility	P
Residential, limited to the following use:	
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)	C
Retail shops:	
Antique store	P
Athletic and sporting goods store	P

Allowed Uses

	PD-C
Department store	P
Drive-through sales (pharmacy, dairy products, etc.)	P
Furniture and large appliances sales (used)	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Pawnshop	P
Seed and feed store, retail	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Payday lending/title loans	P
Retail sale of goods with some operations outdoors, limited to the following uses:	
Building materials sales	P
Convenience markets with gas pumps/gas station	P
Farm implement sales (outdoor display)	P
Fence, sales and service	P
Garden supplies and plant material sales	P
Greenhouse and nursery; soil and lawn service	P
Service businesses, limited to the following uses:	
Body piercing, ancillary to a permitted use	P
Carpet and rug cleaning	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS

Allowed Uses

	PD-C
Communication transmission facilities, including wireless, primary, height over 50'	C
Construction trade services, plumbing shop, electrical shop, etc.	P
Crematorium, independent human	P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Mortuary	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pest control and extermination	P
Pet grooming	P
Printing, lithographing, publishing or reproduction sales and service	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
RV storage	PS
Tattoo establishment	P
Taxidermist	PS
Transportation, limited to the following uses:	
Bus terminal	P
Taxi/shuttle	P

Allowed Uses

	PD-C
Government, public services and facilities, limited to the following uses:	
City, all facilities	P
Public utility facilities, primary	PS

Agenda Date: 10/01/2026 **Agenda Item Number:** 15

Subject:

Consider approval of Ordinance No. 2026-077 amending the City Zoning Map by changing the zone from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.68 acres generally located north of Crosby Way and east of 120 East Street. (Case No. 2026-ZC-015- Strap Tank Restaurant & Brewery)

Item at-a-glance:

Staff Contact: Lonnie Olson

Applicant Name: Chris Salisbury

Reference Number: 2026-ZC-015

Address/Location:

This property is generally located north of Crosby Way and east of 120 E Street

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

The underlying general plan is SL (Sensitive Lands) with adjacent zoning of C-3 (General Commercial) on the north, Arizona on the south, C-3 (General Commercial) and C-3 (General Commercial) to the east, and C-3 (General Commercial) to the west. At their meeting held on September 9, 2026, the Planning Commission held a public hearing, and recommended approval with conditions, with a vote of 7-0; there were 0 comments.

Staff Narrative (need/purpose):

The property, which is approximately 1.68 acres total, is currently zoned C-3 (General Commercial). This application is to change the zone to PD-C (Planned Development Commercial) to allow for a bar establishment on the second level of the existing structure. The property has a restaurant and brewery, Strap Tank, in the existing structure. The applicant, in compliance with city code, is proposing a use list to accompany the request. The applicant reviewed the Commercial zones and picked various uses that would be in harmony with existing adjacent land-use patterns and their vision for the site as allowed by city code.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On September 9, 2026, the Planning Commission held a public hearing to consider the requested zone change. After receiving no public comment, Planning Commission recommended 7-0 in favor of the zone change with conditions. The condition is as follows "the bar establishment shall comply with all City of St. George and State of Utah requirements for a liquor license and operating a bar establishment."

Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 09/08/2026
CITY COUNCIL AGENDA REPORT: 10/01/2026

Strap Tank Restaurant & Brewery Zone Change Zone Change (Case No. 2026-ZC-015)		
Request:	Consider a request to change the City Zoning Map from C-3 (General Commercial) to PD-C (Planned Development Commercial) with a proposed use list on approximately 1.68 acres.	
Applicant:	Strap Tank Brewery St. George LLC	
Representative:	Chris Salisbury	
Location:	Generally located north of Crosby Way and east of 120 E Street.	
General Plan:	SL (Sensitive Lands)	
Existing Zoning:	C-3 (General Commercial)	
Surrounding Zoning:	North	C-3 (General Commercial)
	South	C-3 (General Commercial)
	East	C-3 (General Commercial)
	West	C-3 (General Commercial)
Land Area:	Approximately 1.68 acres	



BACKGROUND:
The property, which is approximately 1.68 acres total, is currently zoned C-3 (General Commercial). This application is to change the zone to PD-C (Planned Development Commercial) to allow for a bar establishment on the second level of the existing structure. The property has a restaurant and brewery, Strap Tank, in the existing structure.

In June of 2025, City Council updated City Code to defer to state code when determining how many liquor licenses will be issued, outlined in 32B-6-403(3) of the state code. With the update, the use "Bar Establishment" was removed from the C-2, C-3, and C-4 zones and the use was placed in the PD-C (Planned Development Commercial) and PD-MU (Planned Development Mixed Use) zones, allowing it as a permitted use.

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

PC HEARING & RECOMMENDATION:
On September 8, 2026, the Planning Commission held a public hearing on the proposed zone change and received no public comment. The Planning Commission recommended approval with a 7-0 vote, and the condition that the bar establishment shall comply with all City of St. George and State of Utah requirements for a liquor license and operating a bar establishment.

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

POSSIBLE MOTION:
"I move that we approve the zone change for Strap Tank Restaurant & Brewery, Case No. 2026-ZC-015, based on the findings in the staff report. The bar establishment shall comply with all City of St. George and State of Utah requirements for a liquor license and operating a bar establishment."

FINDINGS FOR APPROVAL:
1. The proposed PD-C zoning designation and accompanying use list are consistent with the General Plan's PD (Planned Development) designation.
2. The requested zone change from C-3 to PD-C, together with the proposed use list, maintains commercial-only development on the site.

4. The proposed project will not negatively impact the health, stability, and/or formation of families within the City.

EXHIBIT A

APPLICANT NARRATIVE
& PROPOSED USE LIST

We currently have a Full Restaurant, Manufacturing, and Package Agency License with the DABS. We're requesting the zone change on our lot from a C-3 to a PD-C so that we can submit an application for a Bar License with the city and the DABS. (It's our understanding that a Bar License is only available in the PD-C zone per city requirements.) The ultimate goal is to provide a 21+ years old sports bar on the second level as part of our restructuring.

Strap Tank Restaurant & Brewery
A Commercial Planned Unit Development
Allowed uses

-Bar establishment
-Catering establishment
-Microbrewery or micro-winery (with restaurant or bar establishment)
-Office
-Off-Premise Beer Retailer
-Restaurant

EXHIBIT B

POWERPOINT PRESENTATION

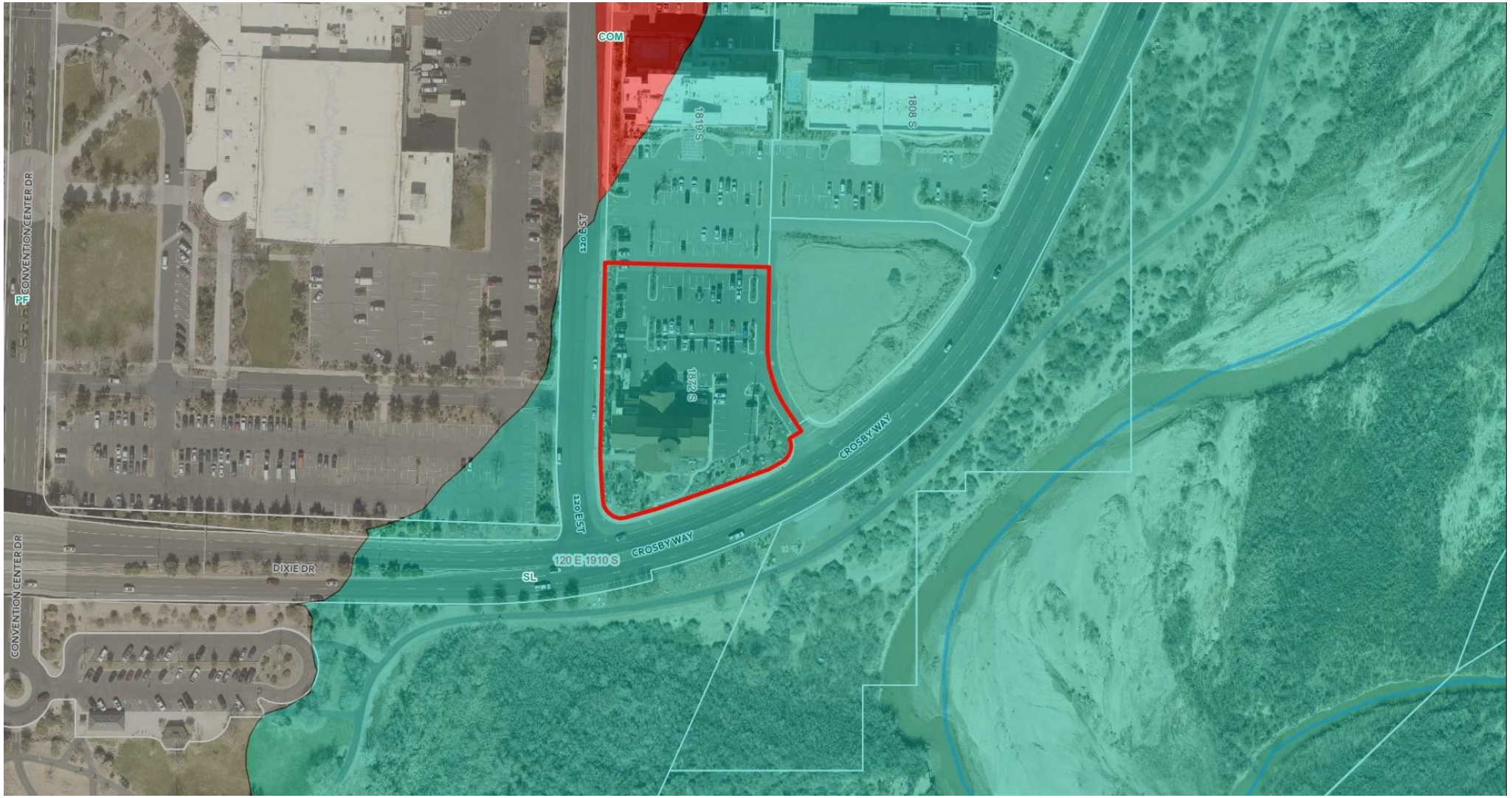
STRAP TANK RESTAURANT & BREWERY

2026-ZC-015

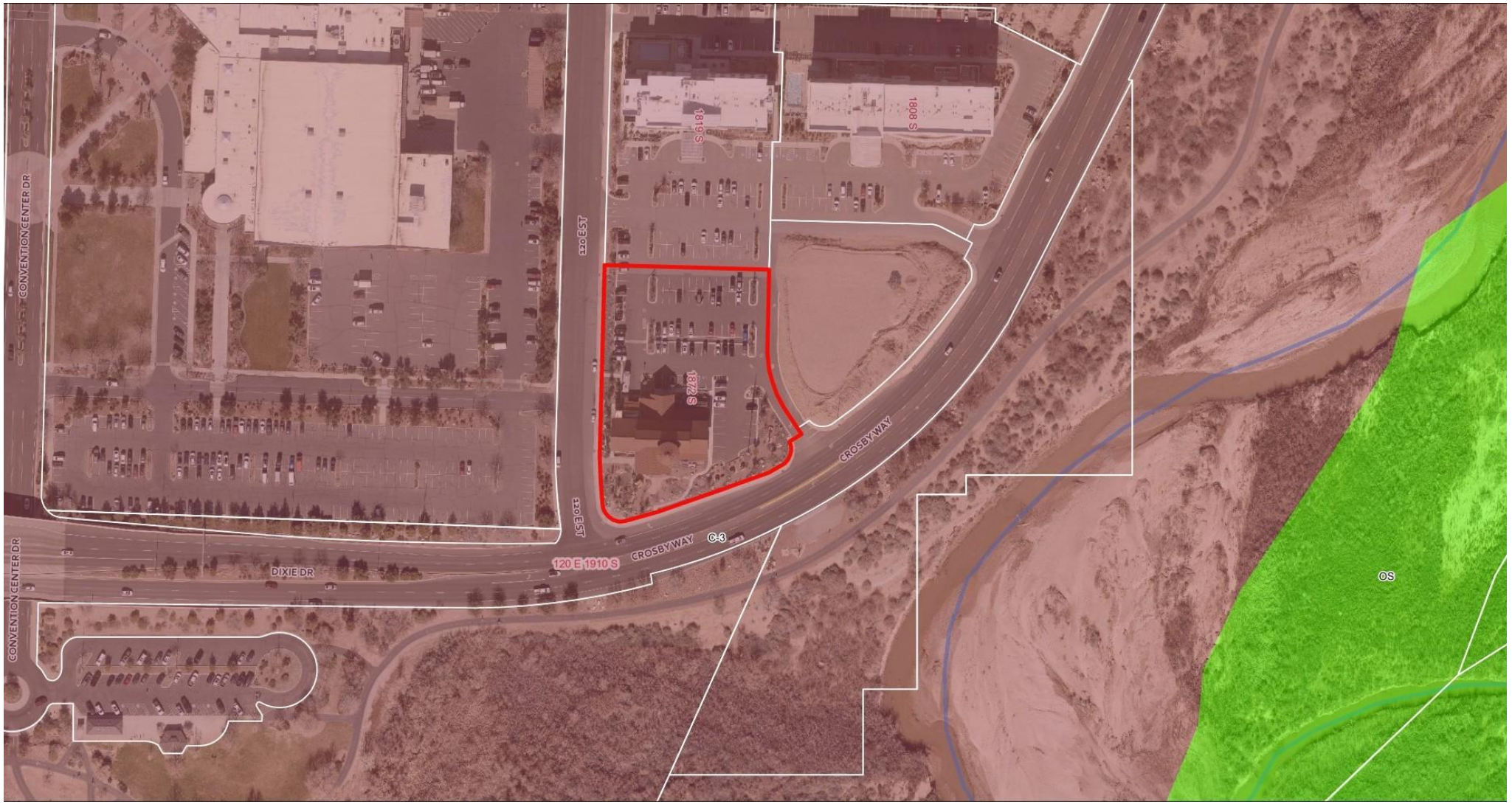
AERIAL MAP


CONVENTION CENTER DR
120 EAST
1819 S
1808 S
1872 S
CROSBY WAY
CROSBY WAY
120 E 1910 S
DIXIE DR
CONVENTION CENTER DR

LAND USE MAP


COM
PF
CONVENTION CENTER DR
1819 S
1808 S
1205 ST
1872 S
CROSBY WAY
1205 ST
CONVENTION CENTER DR
DIXIE DR
120 E 1910 S
CROSBY WAY
SL

ZONING MAP


CONVENTION CENTER DR
120 EST
1819 S
1808 S
1827 S
CROSBYWAY
DIXIE DR
120 E 1910 S
CROSBYWAY
C-3
OS

PROPOSED USE LIST

Strap Tank Restaurant & Brewery
A Commercial Planned Unit Development
Allowed uses

-Bar establishment
-Catering establishment
-Microbrewery or micro-winery (with restaurant or bar establishment)
-Office
-Off-Premise Beer Retailer
-Restaurant

Recommendation

Planning Commission recommended approval of this Zone Change 7-0 on September 8, 2026

Possible Motion

“I move that we approve the zone change for Strap Tank Restaurant & Brewery, Case No. 2026-ZC-015, based on the findings in the staff report. The bar establishment shall comply with all City of St. George and State of Utah requirements for a liquor license and operating a bar establishment.”

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) WITH A PROPOSED USE LIST ON APPROXIMATELY 1.68 ACRES GENERALLY LOCATED NORTH OF CROSBY WAY AND EAST OF 120 E STREET. CASE NO. 2026-ZC-015

(STRAP TANK RESTAURANT & BREWERY)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial) to PD-C (Planned Development Commercial) on approximately 1.68 acres located north of Crosby Way and east of 120 E Street for the purpose of establishing a use list that allows for a Bar Establishment; and

WHEREAS, the City Council held a public meeting on this request on October 1, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on September 8, 2026, and recommended approval with a 7-0 vote; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from C-3 (General Commercial) to PD-C (Planned Development Commercial). The zone amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A," the parcel exhibit, incorporated herein as Exhibit "B" and the use list, incorporated herein as Exhibit "C". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 1st day of October 2026.

ST. GEORGE CITY: ATTEST:

_____ _____

Jimmie B. Hughes, Mayor Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

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

Exhibit “A” – Legal Description

Legal Description

LOT FOUR (4), CONFLUENCE COMMERCIAL CENTER - PHASE 1 2ND AMENDED & EXTENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE UTAH.

Exhibit “B” – Parcel Exhibit



Exhibit “C” – Use List

Strap Tank Restaurant & Brewery
A Commercial Planned Unit Development
Allowed uses

-Bar establishment
-Catering establishment
-Microbrewery or micro-winery (with restaurant or bar establishment)
-Office
-Off-Premise Beer Retailer
-Restaurant

Agenda Date: 10/01/2026 **Agenda Item Number:** 16

Subject:

Consider approval of Ordinance No. 2026-078 amending the City Zoning Map by changing the zone from R-1-8 (Single-Family Residential, 8,000 ft minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft minimum lot size) to R-1 (Single Family Residential, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of Province Way. (Case No. 2026-ZC-014 - Horizon Ridge)

Item at-a-glance:

Staff Contact: Lonnie Olson

Applicant Name: American Consulting and Engineering, Austin Chappell

Reference Number: 2026-ZC-014

Address/Location:

Generally located north of Curly Hollow Drive and south of Province Way

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

The underlying general plan for the northern portion of the parcel is designated LDR (Low Density Residential) and the southern portion is MDR (Medium Density Residential). With the adjacent zoning of PD-R (Planned Development Residential) on the north, PD-R (Planned Development Residential) and R-1-8 (Single-Family Residential, 8,000 ft minimum lot size) on the south, R-1-8 (Single-Family Residential, 8,000 ft minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft minimum lot size) to the east, and M&G (Mining and Grazing) to the west. At their meeting held on August 25, 2026, Planning Commission held a public hearing, and recommended approval with no conditions, with a 7-0 vote; there were 2 comments from the public.

Staff Narrative (need/purpose):

This application proposes a zoning map amendment for approximately 35.67 acres, changing the zoning designation from R-1-8 (Single-Family Residential, 8,000 ft minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft minimum lot size) to R-1 (Single Family Residential, no minimum lot size). he R-1 zone has no minimum square footage requirement, allowing for flexible lot sizes across the parcel. However, development standards vary because the underlying General Plan splits the property into two designations. The northern portion is designated LDR (Low Density Residential) with a minimum 60-foot lot frontage and caps density at 4 units per acre, while the southern portion is MDR (Medium Density Residential) with a minimum 40-foot lot frontage and caps density at 9 units per acre. The subject parcel lies within the Bloomington Ridge Hillside Overlay. A hillside application is not triggered by this zone change but will be required with the preliminary plat submission.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On August 25, 2026, the Planning Commission held a public hearing to consider the requested zone change. One public comment was in opposition, with concerns about increased traffic on Province Way, water and sewer infrastructure, and potential decrease in residential property values. The second comment was regarding a clarification on the density of units. The Planning Commission recommended 7-0 in favor of the zone change with no conditions.

Attachments

St.George
Community Development

Zone Change

PLANNING COMMISSION AGENDA REPORT: 08/25/2026
CITY COUNCIL AGENDA REPORT: 10/01/2026

Horizon Ridge Zone Change (Case No. 2026-ZC-014)		
Request:	Consider a request to amend the City Zoning Map by amending the zone from R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to R-1 (Single Family Residential, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of Province Way.	
Applicant:	American Consulting & Engineering, Austin Chappell	
Location:	Generally located north of Curly Hollow Drive and south of Province Way	
General Plan:	LDR (Low Density Residential) and MDR (Medium Density Residential)	
Existing Zoning:	R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size)	
Surrounding Zoning:	North	PD-R (Planned Development Residential)
	South	PD-R (Planned Development Residential) and R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size)
	East	R-1-8 (Single Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size)
	West	M&G (Mining and Grazing)
Land Area:	Approximately 35.67 acres	

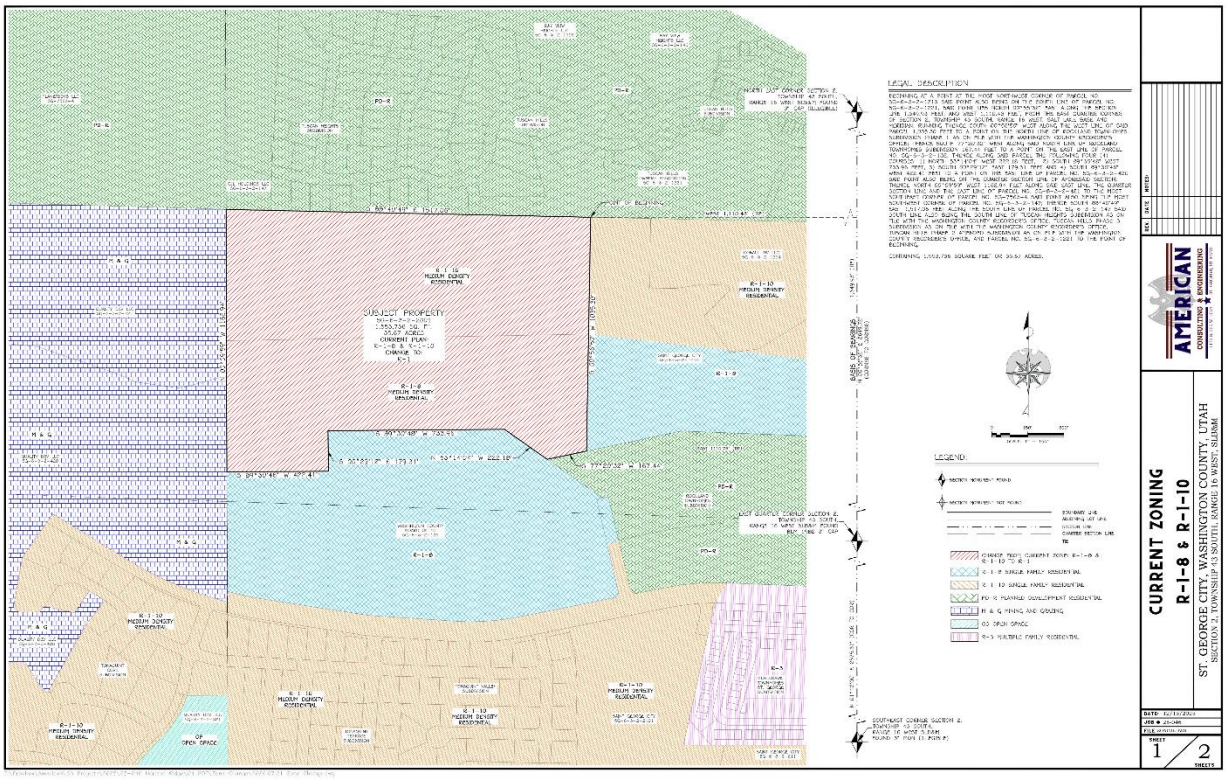


BACKGROUND:

This application proposes a zoning map amendment for approximately 35.67 acres, changing the zoning designation from R-1-8 (Single-Family Residential, 8,000 ft² minimum lot size) and R-1-10 (Single-Family Residential, 10,000 ft² minimum lot size) to R-1 (Single Family no minimum lot size).

The proposed R-1 zoning district is a recently adopted residential zone that was recommended for approval by the Planning Commission in February 2026 and subsequently approved by the City Council on March 25, 2026. The R-1 zone has no minimum square footage requirement, allowing for flexible lot sizes across the parcel. However, development standards vary because the underlying General Plan splits the property into two designations. The northern portion is designated LDR (Low Density Residential) with a minimum 60-foot lot frontage and caps density at 4 units per acre, while the southern portion is MDR (Medium Density Residential) with a minimum 40-foot lot frontage and caps density at 9 units per acre. The subject parcel lies within the Bloomington Ridge Hillside Overlay. A hillside application is not triggered by this zone change but will be required with the preliminary plat submission.

Horizon Ridge Zoning Map Amendment:



PC HEARING & RECOMMENDATION:
On August 25, 2026, the Planning Commission held a public hearing to receive comment from the public on the proposed zone change, during which two public comments were received. One comment was in opposition, with concerns about increased traffic on Province Way, water and sewer infrastructure, and potential decrease in residential property values. The second comment was regarding a clarification on the density of units with the proposed development. The Planning Commission recommended approval with a 7-0 vote.

ALTERNATIVES:
1. Approve as presented.
2. Approve with additional conditions.
3. Deny the request.
4. Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
"I move that we approve the zone change for Horizon Ridge, as presented, case number 2026-ZC-014, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:
1. The proposed zone change is consistent with the City's General Plan Land Use Designations, and it gives more flexibility on lot sizes while staying within the expected densities.
2. The zone change creates one unified zoning designation across the property.
3. The surrounding area already has a mix of residential zones, so changing the zone to R-1 is not introducing any uses out of character with what is existing.
4. Changing to the proposed R-1 zone aligns with *Section 2.3: Increase and Diversify Housing Supply Across the City* in the General Plan, as having no minimum lot size allows for more variety of lot sizes and thus housing sizes.
5. Total culinary water demand for this development will likely increase due to the proposed zoning allowing for more density. However, smaller front yard setbacks and the higher density configuration reduce per-capita landscape irrigation needs, resulting in a more water and infrastructure efficient development pattern per household.
6. The proposed project will not negatively impact the health, stability, and/or formation of families within the City.

Exhibit A
Public Comments

St.George
THE BRIGHTER SIDE

Lonnie Olson <lonnie.olson@sgcityutah.gov>

Case No.2026-ZC-014

1 message

Bob Stantus <[redacted] Sun, Aug 23, 2026 at 8:17 PM
To: "lonnie.olson@sgcityutah.gov" <lonnie.olson@sgcityutah.gov>

REF subject Case number. I oppose the requested change for the following reasons. The R-1 designation would greatly increase the traffic on the local roads especially Province Way since it would be the shortest way to access Dixie Drive which is a major traffic corridor. This increased traffic would have a negative impact on the value of my property. The increased population would also negatively impact sewer and water resources beyond what would be expected with the R-1-8 and R-1-6 zoning.

Bob Stantus
[redacted]

Exhibit B
PowerPoint Presentation



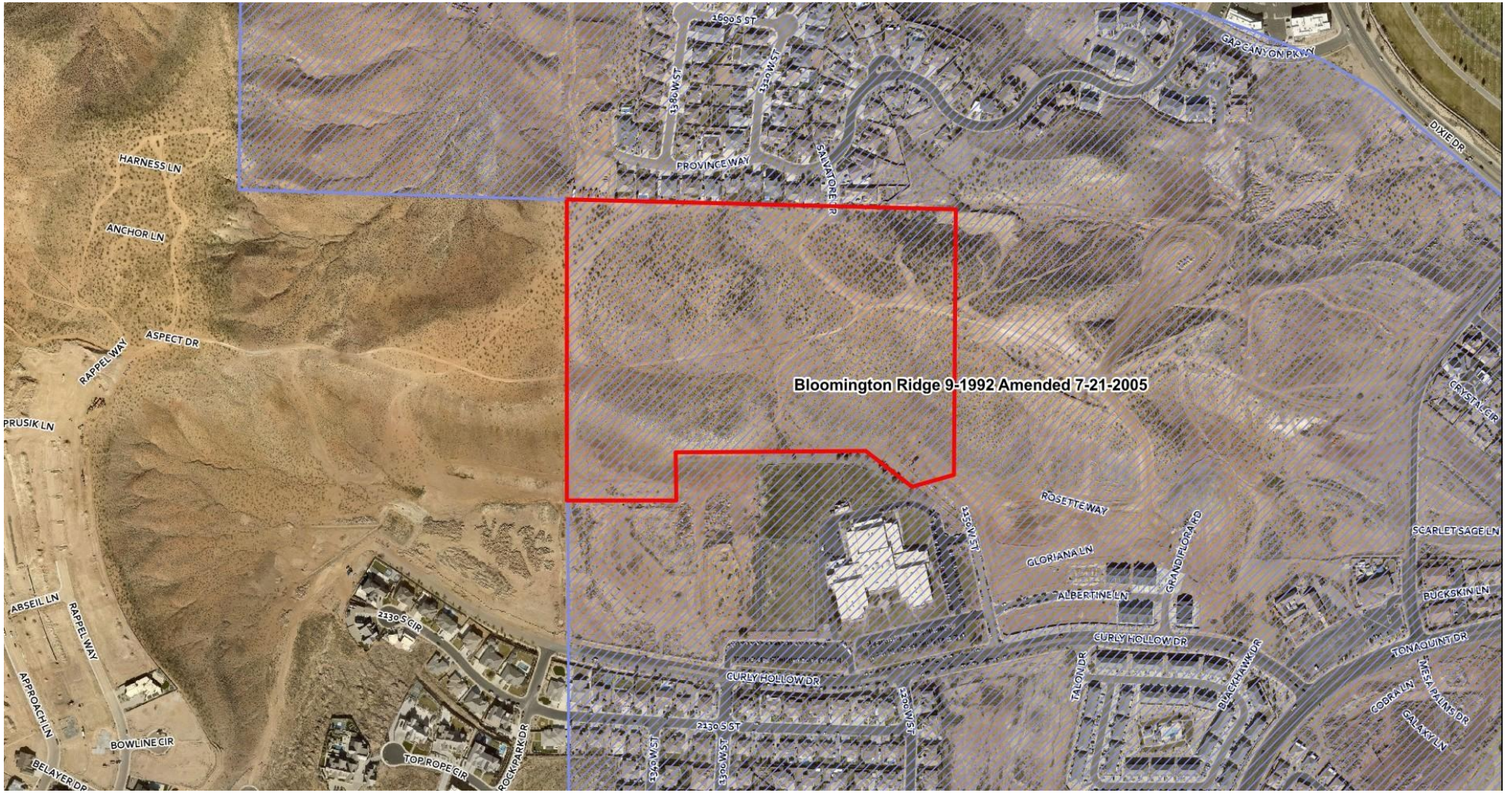
Horizon Ridge

2026-ZC-014

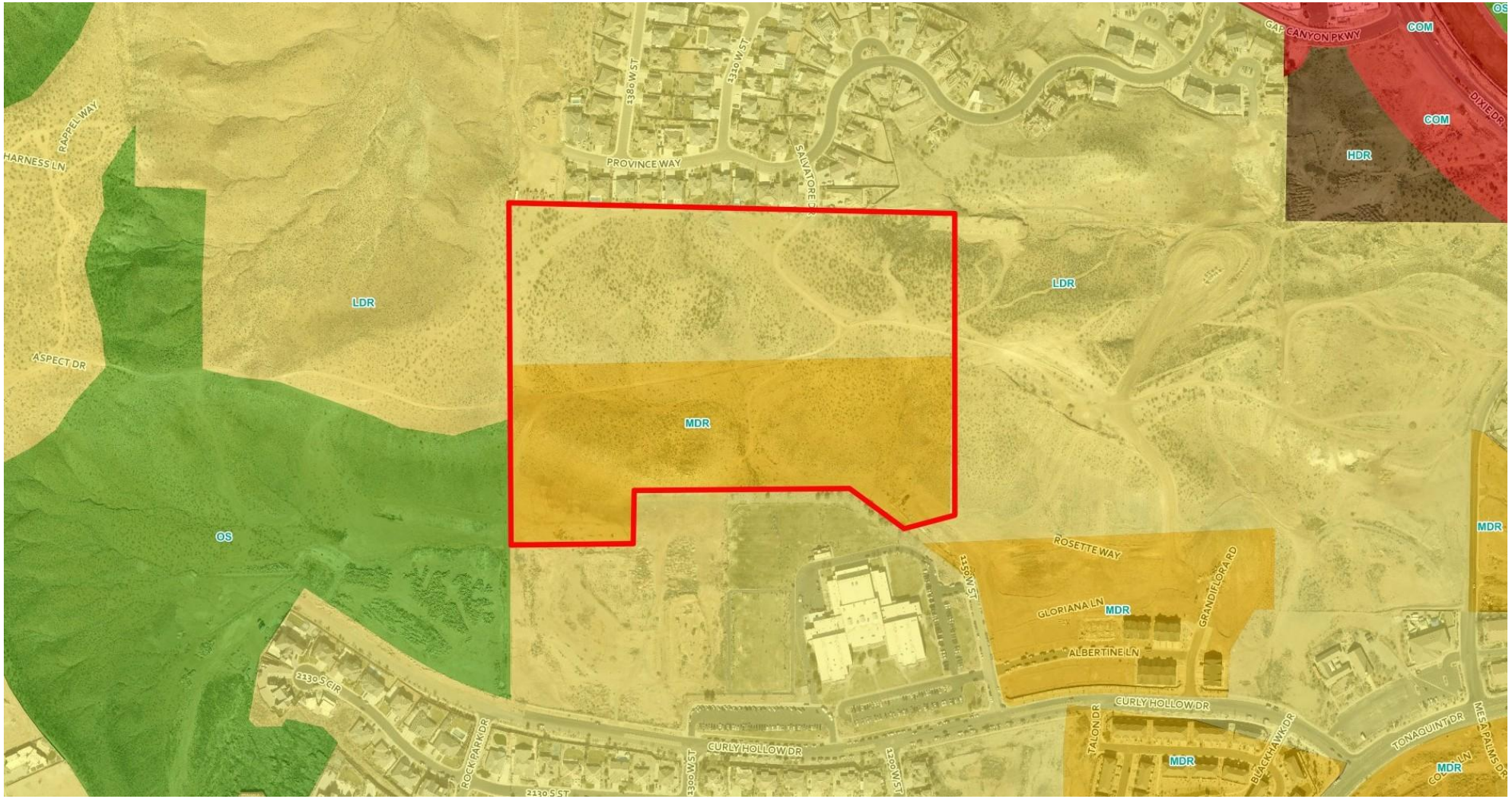
Aerial Map


GAP CANYON PKWY
DIXIE DR
RAPPEL WAY
HARNESS LN
PROVINCE WAY
SALVATORE CT
3380 W ST
3310 W ST
ASPECT DR
ROSETTE WAY
GLORIANA LN
ALBERTINE LN
GRANDIFLORA RD
3550 W ST
CURLY HOLLOW DR
TALON DR
BLACKHAWK DR
TONAQUINT DR
COBRA LN
MESA PALMS DR
2330 S CIR
ROCK PARK DR
2230 S ST
3300 W ST
3200 W ST

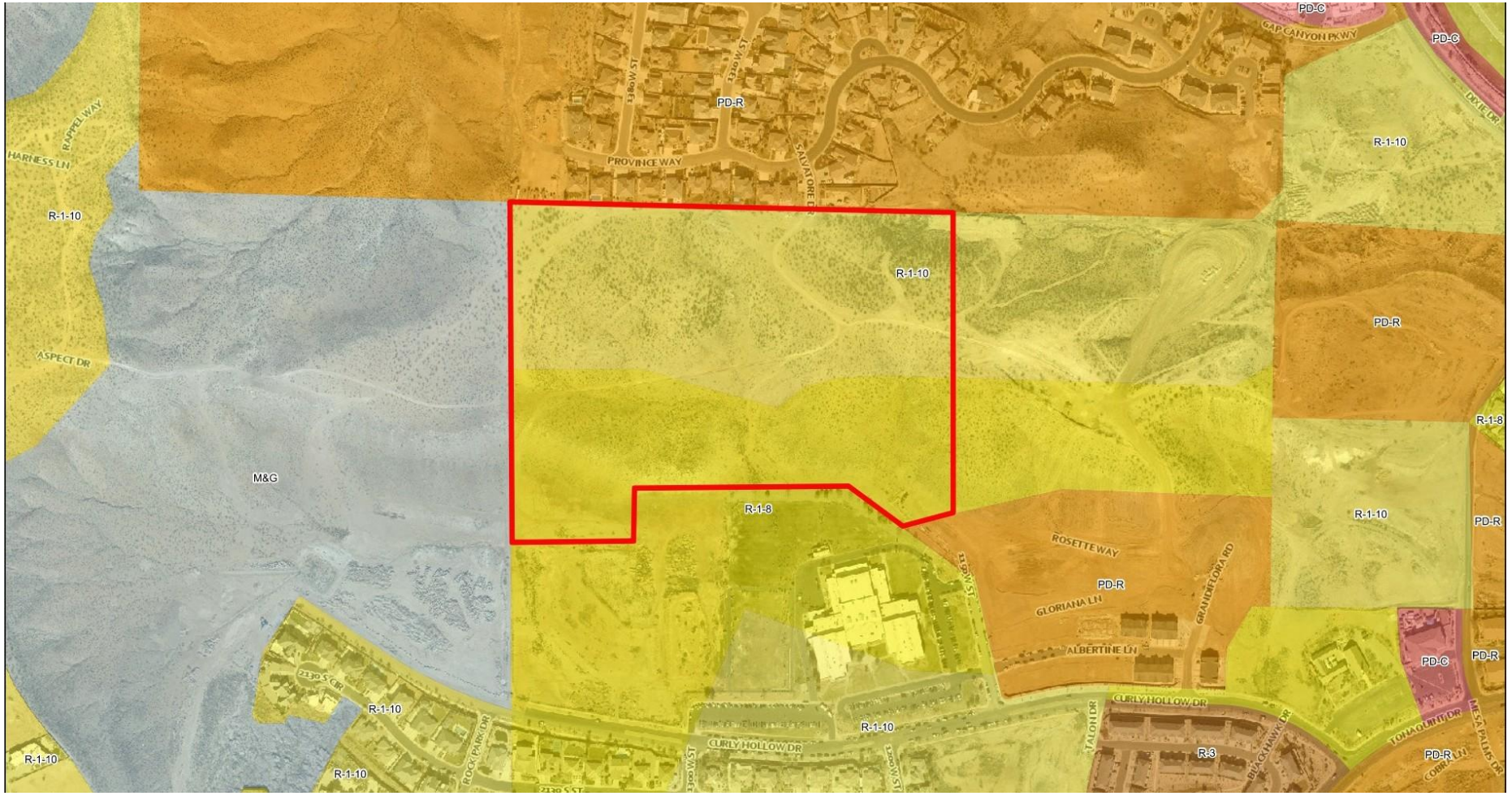
Hillside


Bloomington Ridge 9-1992 Amended 7-21-2005
2690 S ST
1380 W ST
1340 W ST
PROVINCE WAY
SALVATORE DR
GAP CANYON PKWY
DIXIE DR
HARNESS LN
ANCHOR LN
ASPECT DR
RAPPEL WAY
PRUSIK LN
ABSEIL LN
RAPPEL WAY
APPROACH LN
BOWLINE CIR
BELAYER DR
2130 S CIR
TOP ROPE CIR
ROCK PARK DR
ROSETTE WAY
1450 W ST
GLORIANA LN
ALBERTINE LN
GRAND PLORA RD
CURLY HOLLOW DR
CURLY HOLLOW DR
2130 S ST
1340 W ST
1360 W ST
TALON DR
BLACKHAWK DR
SCARLET SAGE LN
BUCKSKIN LN
TONAQUINT DR
MESA PALMS DR
COBRA LN
GALAXY LN
CRYSTAL CIR

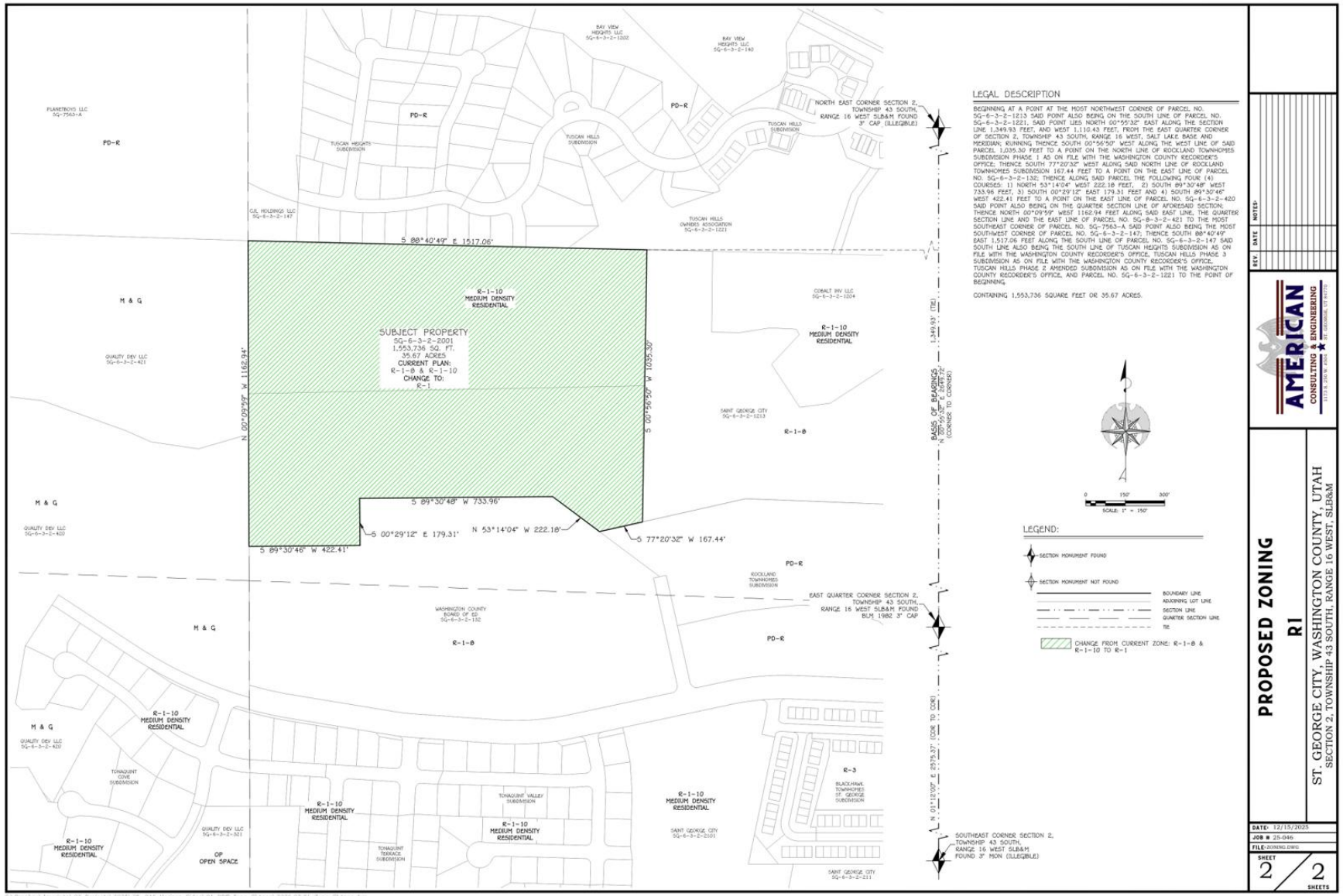
Land Use Map


LDR
MDR
OS
COM
HDR
PROVINCE WAY
RAPPEL WAY
HARNESS LN
ASPECT DR
ROSETTE WAY
GLORIANA LN
ALBERTINE LN
GRANDIFLORA RD
CURLY HOLLOW DR
ROCK PARK DR
TALON DR
BLACKHAWK DR
TONAQUINT DR
MESA PALMS DR
CANYON PKWY
DIXIE DR

Zoning Map


PD-C
GAP CANYON PKWY
PD-C
DIXIE DR
PD-R
PROVINCE WAY
3380 W ST
3320 W ST
SALVATORE DR
RAPPEL WAY
HARNESS LN
R-1-10
R-1-10
R-1-10
PD-R
ASPECT DR
M&G
R-1-8
R-1-8
PD-R
ROSETTE WAY
PD-R
GLORIANA LN
GRANDEFLORA RD
ALBERTINE LN
3190 W ST
PD-C
PD-R
2230 S CIR
R-1-10
R-1-10
R-1-10
CURLY HOLLOW DR
CURLY HOLLOW DR
TALON DR
R-3
BIRCH HAWK DR
TOHAGUNIT DR
MESA PALMS DR
PD-R LN
COBRA
ROCK PARK DR
3230 W ST
2230 S ST

Exhibit


LEGAL DESCRIPTION
BEGINNING AT A POINT AT THE MOST NORTHWEST CORNER OF PARCEL NO. SG-6-3-2-1213 SAID POINT ALSO BEING ON THE SOUTH LINE OF PARCEL NO. SG-6-3-2-1221, SAID POINT LIES NORTH 00°55'32" EAST ALONG THE SECTION LINE 1,349.93 FEET, AND WEST 1,110.43 FEET, FROM THE EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°56'50" WEST ALONG THE WEST LINE OF SAID PARCEL 1,035.30 FEET TO A POINT ON THE NORTH LINE OF ROCKLAND TOWNHOMES SUBDIVISION PHASE 1 AS ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE SOUTH 77°20'32" WEST ALONG SAID NORTH LINE OF ROCKLAND TOWNHOMES SUBDIVISION 167.44 FEET TO A POINT ON THE EAST LINE OF PARCEL NO. SG-6-3-2-132; THENCE ALONG SAID PARCEL THE FOLLOWING FOUR (4) COURSES: 1) NORTH 53°14'04" WEST 222.18 FEET, 2) SOUTH 89°30'48" WEST 733.96 FEET, 3) SOUTH 00°29'12" EAST 179.31 FEET AND 4) SOUTH 89°30'46" WEST 422.41 FEET TO A POINT ON THE EAST LINE OF PARCEL NO. SG-6-3-2-420 SAID POINT ALSO BEING ON THE QUARTER SECTION LINE OF AFORESAID SECTION; THENCE NORTH 00°09'59" WEST 1162.94 FEET ALONG SAID EAST LINE, THE QUARTER SECTION LINE AND THE EAST LINE OF PARCEL NO. SG-6-3-2-421 TO THE MOST SOUTHEAST CORNER OF PARCEL NO. SG-7563-A SAID POINT ALSO BEING THE MOST SOUTHWEST CORNER OF PARCEL NO. SG-6-3-2-147; THENCE SOUTH 88°40'49" EAST 1,517.06 FEET ALONG THE SOUTH LINE OF PARCEL NO. SG-6-3-2-147 SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF TUSCAN HEIGHTS SUBDIVISION AS ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, TUSCAN HILLS PHASE 3 SUBDIVISION AS ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, TUSCAN HILLS PHASE 2 AMENDED SUBDIVISION AS ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, AND PARCEL NO. SG-6-3-2-1221 TO THE POINT OF BEGINNING.
CONTAINING 1,553,736 SQUARE FEET OR 35.67 ACRES.
SUBJECT PROPERTY
SG-6-3-2-2001
1,553,736 SQ. FT.
35.67 ACRES
CURRENT PLAN:
R-1-8 & R-1-10
CHANGE TO:
R-1
S 88°40'49" E 1517.06'
N 00°09'59" W 1162.94'
S 00°56'50" W 1035.30'
S 89°30'48" W 733.96'
S 00°29'12" E 179.31'
N 53°14'04" W 222.18'
S 77°20'32" W 167.44'
S 89°30'46" W 422.41'
BASIS OF BEARINGS
N 00°55'32" E 1349.93' (TIE)
(CORNER TO CORNER)
NORTH EAST CORNER SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST SLB&M FOUND 3" CAP (ILLEGIBLE)
EAST QUARTER CORNER SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST SLB&M FOUND BLM 1982 3" CAP
N 01°13'07" E 8575.37' (DOE TO DOE)
SOUTHEAST CORNER SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST SLB&M FOUND 3" MON (ILLEGIBLE)
R-1-10 MEDIUM DENSITY RESIDENTIAL
R-1-8
PD-R
R-3
M & G
OP OPEN SPACE
LEGEND:
SECTION MONUMENT FOUND
SECTION MONUMENT NOT FOUND
BOUNDARY LINE
ADJOINING LOT LINE
SECTION LINE
QUARTER SECTION LINE
TIE
CHANGE FROM CURRENT ZONE: R-1-8 & R-1-10 TO R-1
SCALE: 1" = 150'
AMERICAN CONSULTING & ENGINEERING
PROPOSED ZONING
R1
ST. GEORGE CITY, WASHINGTON COUNTY, UTAH
SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SLB&M
DATE: 12/15/2025
JOB #: 25-046
FILE: ZONING.DWG
SHEET 2 / 2 SHEETS

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM R-1-8 (RESIDENTIAL SINGLE-FAMILY 8,000 FT² MINIMUM LOT SIZE) AND R-1-10 (RESIDENTIAL SINGLE-FAMILY 10,000 FT² MINIMUM LOT SIZE) TO R-1 (SINGLE-FAMILY, NO MINIMUM LOT SOZE) ON APPROXIMATELY 35.67 ACRES GENERALLY LOCATED NORTH OF CURLY HOLLOW DRIVE AND SOUTH OF PROVINCE WAY. CASE NO. 2026-ZC-014

(HORIZON RIDGE)

WHEREAS, the property owner has requested a zone change from R-1-8 (Residential Single-family 8,000 ft² minimum lot size) AND R-1-10 (Residential Single-family 10,000 ft² minimum lot size) to R-1 (Single-Family, no minimum lot size) on approximately 35.67 acres generally located north of Curly Hollow Drive and south of the Province Way; and

WHEREAS, the City Council held a public meeting on this request on October 1, 2026; and

WHEREAS, the Planning Commission held a public hearing on the request on August 25, 2026, and recommended approval with a 7-0 vote with no conditions; and,

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George; and,

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

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

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

Section 2. Adoption. The City Zoning Map shall be amended upon the effective date of this Ordinance to reflect the zone change from R-1-8 (Residential Single-family 8,000 ft² minimum lot size) AND R-1-10 (Residential Single-family 10,000 ft² minimum lot size) to R-1 (Single-Family Residential, no minimum lot size). The zone amendment and location is more specifically described legal description, incorporated herein as Exhibit “A”, and shown in Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

Section 4. Effective Date. This Ordinance shall take effect upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat or site plan is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 1st 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

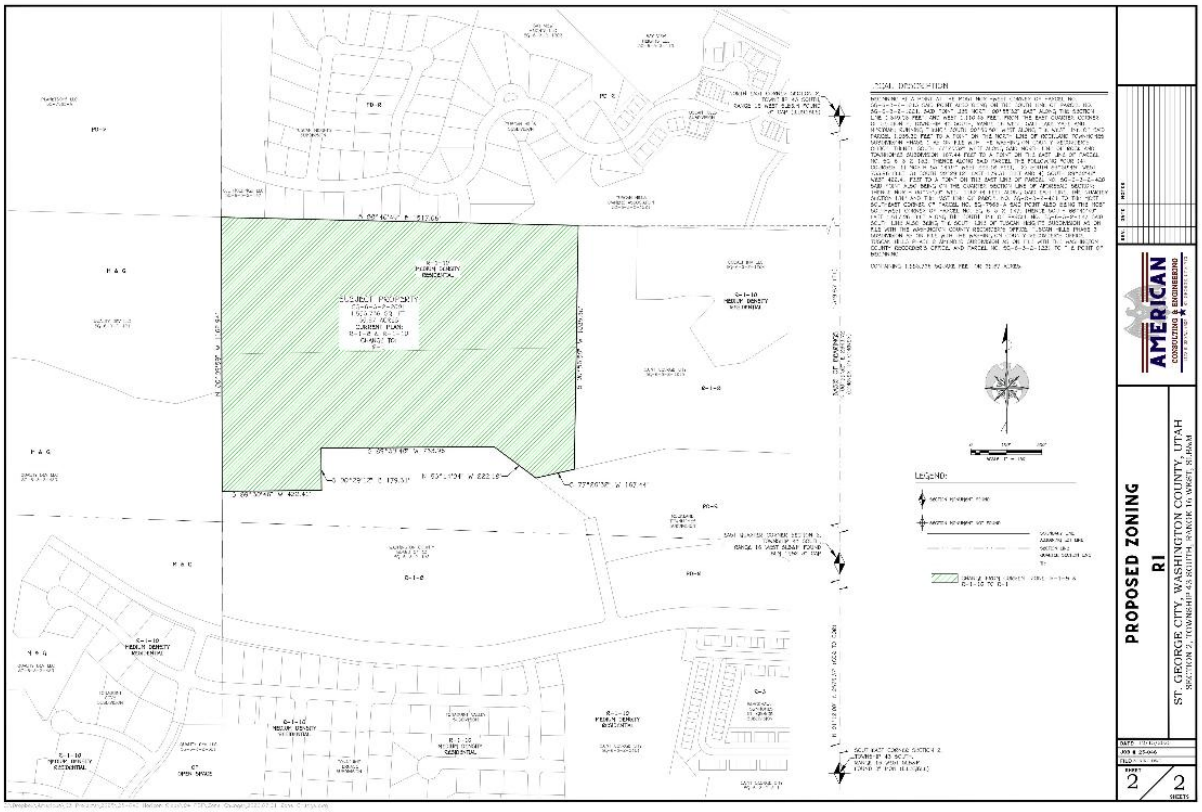
Horizon Ridge

HORIZON RIDGE ZONE CHANGE BOUNDARY

Beginning at a point at the most Northwest Corner of Parcel NO. SG-6-3-2-1213 said point also being on the South Line of Parcel No. SG-6-3-2-1221, said point lies North 00°55'32" East along the Section Line 1,349.93 feet, and West 1,110.43 feet, from the East Quarter Corner of Section 2, Township 43 South, Range 16 West, Salt Lake Base and Meridian; Running thence South 00°56'50" West along the West Line of said Parcel 1,035.30 feet to a point on the North Line of Rockland Townhomes Subdivision Phase 1 as on file With the Washington County Recorder’s Office; thence South 77°20'32" West along said North Line of Rockland Townhomes Subdivision 167.44 feet to a point on the East Line of Parcel No. SG-6-3-2-132; thence along said Parcel the following four (4) Courses: 1) North 53°14'04" West 222.18 feet, 2) South 89°30'48" West 733.96 feet, 3) South 00°29'12" East 179.31 feet and 4) South 89°30'46" West 422.41 feet to a point on the East Line of Parcel No. SG-6-3-2-420 said point also being on the Quarter Section Line of Aforesaid Section; thence North 00°09'59" West 1162.94 feet along said East Line, the Quarter Section Line and the East Line of Parcel No. SG-8-3-2-421 to the most Southeast Corner of Parcel No. SG-7563-A Said point also being the Most Southwest Corner of Parcel No. SG-6-3-2-147; thence South 88°40'49" East 1,517.06 feet along the South Line of Parcel No. SG-6-3-2-147 said South Line also being the South Line of Tuscan Heights Subdivision as on file with the Washington County Recorder’s Office, Tuscan hills phase 3 Subdivision as on file with the Washington County Recorder’s Office, Tuscan Hills Phase 2 Amended Subdivision as on file with the Washington County Recorder’s Office, and Parcel No. SG-6-3-2-1221 to the point of beginning.

Containing 1,553,736 Square Feet or 35.67 Acres.

Exhibit “B” – Parcel Exhibit



Agenda Date: 10/01/2026 **Agenda Item Number:** 17

Subject:

Consider approval of Ordinance No. 2026-079 for a Temporary Zoning Ordinance adopting a 6 month moratorium on blasting within City limits.

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 City has received public feedback regarding blasting within City Limits and a moratorium should be adopted while the Council considers possible changes to the City Code regarding blasting.

Staff Narrative (need/purpose):

Due to concerns raised by the public, a moratorium on permitting or processing new blasting permits will enable the City Council to work on addressing the issues raised by concerned citizens as more fully set forth in the whereas clauses of the ordinance. This moratorium will expire in 6 months if not sooner by Council action.

Name of Legal Dept approver: Ryan N. Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Approve Temporary Zoning Ordinance adopting a 6 month moratorium on blasting within city limits

Attachments

ST. GEORGE CITY, UTAH
ORDINANCE NO. 2026-079

A TEMPORARY REGULATION SUSPENDING THE PERMITTING OR PROCESSING OF BLASTING PERMITS UNDER TITLE 4, CHAPTER 9 OF THE CITY CODE AND APPLICABLE ADOPTED STANDARDS

PREAMBLE

WHEREAS Utah Code §10-3-702 grants to cities legislative power to regulate and prohibit any activity, business, conduct, or condition authorized by the Utah Municipal Code which may be necessary to provide for the health, safety, and welfare of the community; and

WHEREAS under that legislative authority, the City of St. George ("City") has previously enacted an Ordinance governing the regulation of all mining, blasting and aggregate materials operations as found in Title 4, Chapter 9 of the City Code and adopted certain Blasting Standards; and

WHEREAS the City has found that multiple residents have raised concerns about blasting in and near their residences and have complained about damage that they allege was likely caused by blasting; and

WHEREAS the City believes that it is in the interest of the health, safety, and welfare of the public to pause the permitting or processing of any new blasting permits while this issue can be more fully evaluated; and

WHEREAS the City is seeking to understand the impacts to the community from the current blasting practices, including alleged structural damage to surrounding property and noise; and

WHEREAS in order to properly study the issues, this temporary suspension shall be applicable to any new blasting permits applied for on or after October 2, 2026; and

WHEREAS under the legislative authority granted by to the City, the City believes that a temporary suspension or moratorium on new blasting permit applications is necessary in order to effectively create new provisions which will better balance the needs of the City, the public, and the private companies that utilize blasting in their construction methods; and

WHEREAS consistent with temporary land use regulations under Utah Code §10-9a-504, this temporary regulation would be in effect for no longer than six months from the effective date, thus allowing adequate time for the City to enact comprehensive regulations and standards regarding blasting; and,

NOW, THEREFORE, the City Council of the City of St. George, State of Utah, hereby

ordains as follows:

Based upon the facts set forth in the Preamble hereto, the City Council finds that there exists compelling, countervailing public interest to enact the following temporary regulations:

Section 1 The provisions of City Code that pertain to permitting and processing blasting applications are hereby suspended and made inapplicable for any new blasting permits requests and no application shall be processed, which is inconsistent with this suspension.

ST. GEORGE CITY

_____
Jimmie B. Hughes, Mayor

ATTEST:

_____
Christina Fernandez
City Recorder

APPROVED AS TO FORM
City Attorney's Office

_____
Ryan N. Dooley
City Attorney

VOTING OF CITY COUNCIL:

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