

Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
www.cedarcity.org

CITY COUNCIL WORK MEETING
NOVEMBER 15, 2023
5:30 P.M.

Mayor
Garth O. Green

Council Members
Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager
Paul Bittmenn

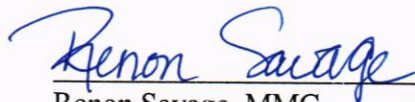
The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
 - Swear in Code Enforcement Officer Trey Lister
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider joining Iron County as a co-sponsor for NRCS funding for the Lower Coal Creek Flood Control Improvements project. Jason Dodds/Jonathan Stathis
 2. Public hearing to consider an ordinance accepting the annexation of 41.70 acres of land located at approximately 1225 North 3900 West. Ashdown/L.R. Nelson Consulting Engineers/Randall McUne
 3. Consider applying for UDOT Technical Planning Assistance funding for the Old Highway 91 to Summit Frontage Road underpass project. Rob Dotson/Jonathan Stathis
 4. Consider an ordinance changing the street name of 2175 West to add Happy Factory Lane. Neal Smith/Donna Cooley/Randall McUne
 5. Consider a variance to City Engineering Standard Detail R11 for a street sign located at 2175 West/850 North. Neal Smith/Donna Cooley/Jonathan Stathis
 6. Consider a variance request for portions of the perimeter fence around the Aime Avenue PUD. Platt & Platt/Jonathan Stathis
 7. Consider the vicinity plan for Aime Avenue PUD, 53 N. Aime Avenue. Platt & Platt/Jonathan Stathis
 8. Public hearing for the purpose of receiving input from the public with respect to the issuance of the Parity Water Revenue Bonds in the principal amount of up to \$8,100,000 and any potential economic impact to the private sector from the use of the funds for the purchase of water rights and constructing culinary water system improvements, including but not limited to transmission and distribution lines, a water tank, pumps and well houses, together with all related work and improvements (the "Project") to be funded by the Bonds.

Staff

9. Public hearing to consider an ordinance amending Chapter 26-VI-2 regarding landscaping requirements for water conservation. Donald Boudreau
10. Consider a Hangar Lease at the Airport with O & O Investment, LLC. Tyler Galetka
11. Consider a car rental lease in the Airport Terminal with Vroom.Me. Tyler Galetka
12. Consider an amended legal description for the Four Flight Investment Airport Lease. Tyler Galetka
13. Consider amendments to the Airport Rules & Regulations. Tyler Galetka
14. Consider bids for the Cedar Canyon Test Well project. Jonathan Stathis
15. Consider the disposal of City Property at 2100 N Bulldog Road. Paul Bittmenn
16. Public hearing to consider an ordinance amending Chapter 32 overhauling the subdivision process and some subdivision conditions. Randall McUne/Jonathan Stathis
17. Consider a resolution revising Sections 2.3, 3.2, 3.3, 3.4, and 3.5 of the City Engineering Standards. Jonathan Stathis
18. Consider a resolution adopting the City's Subdivision/PUD Application Submittal List and Definitions. Jonathan Stathis
19. Consider a resolution amending the City's Consolidated Fee Schedule regarding the Engineering Department fees. Jonathan Stathis
20. Consider blanket agreements for modeling with Hansen, Allen & Luce (Water); Stantec (Sewer); Sunrise Engineering (Storm Drain), and Avenue Consultants (Transportation). Jonathan Stathis
21. Public hearing to consider updating and amending the City's Water Master Plan. Jonathan Stathis/Hansen, Allen & Luce
22. Consider canceling the current agreement with the Clarks for use of City property and the City's effluent. Garth Green

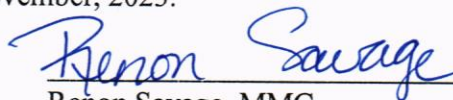
Dated this 13th day of November, 2023.



Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this a 13th day of November, 2023.



Renon Savage, MMC
Cedar City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 1
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider joining Iron County as a co-sponsor for NRCS funding for the Lower Coal Creek Flood Control Improvements project.**

Discussion: Due to flooding concerns along Lower Coal Creek north of the airport, a project has been proposed to provide stormwater detention in order to reduce the peak flowrate. The detention basins are proposed to be located on the east side of Airport Road, northeast of the airport. Also, as part of the project, the Coal Creek is proposed to be widened to handle the 100-year peak flowrate.

Funding is being pursued for the project through the Natural Resources Conservation Service (NRCS) PL-83-566 program. Iron County is currently a sponsor of the project. Where this project will also benefit properties currently located within the City limits, as well as properties located in the City's annexation declaration area, it is requested that Cedar City be added as a co-sponsor for the project.

In regard to the funding for the project, the NRCS pays 100% of planning and design, and 100% of the flood control construction. Land rights/acquisition are the responsibility of the project sponsors.

Cedar City owns some of the land that's being proposed for the storage area. Cedar City's portion is currently encumbered by a mining lease agreement. The other portion is privately owned.

Jason Dodds of the NRCS has identified two items for the City Council to consider:

1. Is the City willing to be a co-sponsor with Iron County?
2. Is the City willing to work towards securing the land necessary for the flood control structures? There will need to be some work done on the City's part to make sure that land can be used

for flood control structures and possibly secure more land depending on the desired outcome and life expectancy of the project.

A copy of the report from Bowen Collins regarding the project is attached.

September 27, 2023

Richard Wilson, P.E.
Iron County Engineer
(via e-mail)

Subject: Recommended Improvements Associated with the Lower Coal Creek Watershed Plan EA Project

Dear Richard,

A meeting was held with representatives from Iron County, Cedar City, Central Iron County Water Conservancy District (Conservancy District) and other key stakeholders on May 17, 2023, to generally discuss the flood and sediment management problems that the Lower Coal Creek Watershed Plan EA Project (Project) should address along Lower Coal Creek between I-15 and 6600 North. This letter has been prepared to summarize the associated NRCS funding program purposes, general project goals, and the recommended improvements that we propose for implementation as part of the Project.

NRCS PROGRAM CRITERIA AND PROJECT GOALS

This project is being funded through the NRCS Watershed Protection and Flood Prevention Act (PL 83-566). That Act has the eight general purposes listed below:

1. Flood Protection - Measures to reduce or prevent floodwater damage by reducing runoff, erosion, and sediment.
2. Watershed Protection - Onsite treatment of watershed natural resources to reduce pollutants related to floodwater, erosion, sediment, and agriculture.
3. Public Recreation - Allowed only when Project Sponsor agrees to operate and maintain a reservoir or other area for public recreation.
4. Public Fish and Wildlife - Allowed only when the Project Sponsor agrees to operate and maintain a reservoir or other area for public fish and wildlife access.
5. Agriculture Water Management - Includes drainage, groundwater recharge, irrigation, water conservation, water quality improvement, and agriculture water supply.
6. Municipal and Industrial Water Supply - Measures necessary to provide storage capacity in reservoirs to increase the availability of water for present and future municipal and industrial water use.
7. Water Quality Management - Provides water storage capacity in reservoirs for regulation of stream flow to improve water quality in streams.
8. Watershed Structure Rehabilitation - Authorizes financial assistance to local organizations to cover a portion of the costs of rehabilitating structures that were originally constructed under previous NRCS programs.

When a watershed plan is developed under the PL-83-566 program, it can address one or more of the authorized purposes identified above, depending on what the Project Sponsor (Iron County in this case) requested when the Project application is prepared. For this project, Iron County requested that the

project focus on the program purposes of Flood Protection and Watershed Protection. The Project area requested by the Sponsor is the reach of Lower Coal Creek from I-15 to 6600 North.

Input provided by Iron County officials, key Project stakeholders, and the general public during the Project Scoping meeting and other meetings as well as information and conclusions from previous related studies indicate that Project improvements and actions should address the eight objectives listed below to accomplish the Project objectives and meet the primary needs of the public, Project stakeholders, and Iron County.

1. **Mitigate Flood Risk** - The improvements to Lower Coal Creek should safely convey the 100-year flood to 6600 North without the need for levees (if possible). Constructing FEMA-accredited levees along Lower Coal Creek is not desirable and may not be financially feasible due to the stringent design and construction criteria and long-term maintenance costs.
2. **Use the 100-Year Flood as the Design Discharge** - Lower Coal Creek channel improvements should be designed to safely convey the FEMA 100-year flood. In the upper reach of the Project Area, between I-15 and a bifurcation diversion to an abandoned gravel pit or other flood retention area northeast of the Cedar City Airport, the design discharge should be **3,700 cfs** (the FEMA 100-year regulatory discharge on Lower Coal Creek associated with a cloudburst flood event). Between the needed bifurcation diversion to the recommended retention basin and 6600 North the channel should be designed to safely convey peak runoff from a 100-year snowmelt event of about **1,500 cfs**. The main channel should be designed to convey the 100-year design discharge below the existing ground surface so that levees which impound water inside the main channel are not needed (if possible).
3. **Manage Sediment** - Sediment management facilities should be designed and constructed between I-15 and Airport Road. Lower Coal Creek carries significant volumes of sediment during large runoff events that will need to be managed so the flood mitigation features will function properly. Sediment management requirements complicate the design of Project improvements and will create perpetual obligations for Iron County and other project stakeholders to perform regular, significant sediment management activities. There are no feasible means of managing significant amounts of floating debris in or adjacent to the main channel. Therefore, new channel improvements should be designed to convey floating debris and the recommended stormwater retention facility and bifurcation diversion channel should be designed to safely operate with a significant floating debris load.
4. **Maintain Existing Irrigation Water Right Flows** - Improvements should not impact irrigation water deliveries to the Jones Diversion and the Matheson Diversion. There are irrigation water rights on water in Lower Coal Creek associated with the Jones Diversion (271 cfs) and the Matheson Diversion (140 cfs) that must be maintained.
5. **Design Facilities that are Maintainable** - The recommended improvements must be maintainable. Constructed improvements need to be easy to access for regular maintenance activities.
6. **Ensure Improvements are Financially Viable** - The County must find the means (manpower, funding, etc.) to perform perpetual maintenance on any flood control and sediment management facilities that are constructed as part of the Project to allow the flood control facilities to function as designed.
7. **Maintain Groundwater Recharge Facilities**- The project should not interfere with groundwater recharge projects in the area. The Central Iron County Water Conservancy District has the right to divert up to 20,000 acre-feet out of Lower Coal Creek each year and allow it to infiltrate into the ground to recharge the local aquifer.

8. **Avoid Induced Flooding** – Project improvements cannot induce flooding in areas that were not in the floodplain before Project improvements were constructed without obtaining permission from impacted property owners.

RECOMMENDED PROJECT FEATURES

Staff from Bowen, Collins & Associates have met multiple times with Iron County officials (Project Sponsor) and key Project stakeholders in recent months to discuss alternative improvements that could be implemented to mitigate flood potential along Lower Coal Creek. NRCS Program requirements require that a conceptual design, cost estimate, and benefit-cost analysis be prepared for proposed Project improvements during the first phase of the Project. The results of the preliminary engineering work must be performed in accordance with NRCS program requirements and will then be submitted to the NRCS with an application to fund the recommended improvements. Based on our understanding of input received during the recent coordination meetings, it is our understanding that Iron County and other key stakeholders would like the recommended project improvements to include the major features listed below. The locations of the recommended improvements are generally shown in the attached Figures 1A and 1B.

1. **In-Channel Sedimentation Facilities** - The reach of the Lower Coal Creek channel between I-15 and the Jones Diversion at Airport Road should be widened and modified to promote sediment deposition upstream of the recommended retention basin. The improvements identified on Figure 1A show where this channel reach should be widened. Multiple grade control structures should be constructed in this channel reach to induce sediment deposition in the main channel. The modified channel reach could store up to 13 ac-ft (21,000 cu yards) of sediment deposits in the main channel. Sediment that settles out of runoff in this reach will need to be removed at least once per year and after every significant runoff event.

Along with enlarging the main channel and reducing its gradient to induce sedimentation in this channel reach, some earthen embankments (levees) should be constructed along the south side of this channel reach to confine flood water in the main channel. Currently, the existing channel bottom is about the same elevation as that of the channel overbank on the south side of the channel.

The estimated average annual sediment yield to Lower Coal Creek is about 33 acre-feet (53,100 cubic yards). If the channel between I-15 and Airport Road can collect about 13 acre-feet of sediment per year, that means that most of the remaining 20 acre-feet of the average annual sediment yield would ultimately settle out in the main channel downstream of the Jones Diversion. That 20 acre-feet of sediment is the equivalent of a sediment deposit about 1 foot deep over 6.25 miles of open channel, the length of channel between the Jones Diversion and 6600 North. Sediment deposits in the main channel downstream of the Jones Diversion would also need to be removed annually to maintain the channel design capacity.

2. **Jones Diversion** – The Jones diversion should be modified or replaced as part of this project. The existing Jones Diversion requires that earthen berms be constructed inside the Lower Coal Creek channel to divert low flows to smaller regulating structures immediately east of Airport Road that regulate the amount of runoff conveyed into both the Jones Ditch and the Lower Coal Creek channel below the diversion. The earthen berms are washed out every time there is a significant runoff event, after which they must be reconstructed to keep runoff from flowing northward and bypassing the regulating structures and diversion to the Jones Ditch. The existing Jones Ditch culvert under Airport Road and other Jones Ditch channels and pipes downstream of Airport Road would remain in place and not be modified.

3. **Large Flood Retention Basin**- Design and construction work should be completed that will convert an existing gravel pit on the east side of Lower Coal Creek into a large flood retention basin located at about 1800 North, northeast of the Cedar City Airport. This proposed flood retention facility would receive and retain a portion of the high discharges in Lower Coal Creek during large flood events (likely cloudburst floods). The primary purpose of this facility is to limit peak discharges below the retention basin diversion to no more than 1,500 cfs during extreme runoff events. The preferred large gravel pit location that could serve as the retention basin is shown on Figure 1A. The proposed retention basin facility would provide benefits for flood control and groundwater recharge, as water discharged into this facility would infiltrate into the ground. The existing gravel pits proposed for use as a retention facility currently has approximately 2520 acre-feet of storage (which is the combined capacity of the Cedar City and Staker Parsons gravel pits identified on Figure 1A), which is more than the recommended minimum capacity of about 250 acre-feet needed to retain the portion of the estimated 100-year cloudburst design storm hydrograph that is over 1500 cfs. This recommended large storm water retention facility would include the following elements:

- a. **Bifurcation Diversion Structure** - A bifurcation diversion structure on the Lower Coal Creek main channel, adjacent to the retention basin. The bifurcation diversion would be designed and constructed to divert only the portion of large runoff hydrographs that exceed 1,500 cfs (primarily cloudburst storms) into the flood retention facility. During periods that have discharges less than 1,500 cfs in Lower Coal Creek, all runoff would remain in the main channel, thus avoiding potential impacts to irrigation water rights associated with the Matheson Diversion.

Based on the 1,500 cfs threshold and the assumption that about one-third of the Coal Creek runoff would always be diverted into the Quichapa Channel, an analysis was completed to determine how many times this bifurcation diversion structure would have diverted runoff into the retention facility during extreme runoff events over the last 28 years. The answer was zero. However, in 2021, when the Quichapa Channel culvert under Coal Creek Road plugged, less than 20 acre-feet of sediment-laden water would have been discharged into the retention basin. If the future weather patterns are similar to those experienced over the last 30 years, the data indicate that there is existing available sediment storage volume in the gravel pit to provide an estimated operating life of about 125 years based on the assumed operating parameters. However, the assumed design and operating parameters to be modified to store water and sediment more frequently. It is likely that the mined-out volume of these gravel pits will continue to increase over the next 10 years.

If desired, it may also be possible to utilize the bifurcation diversion during periods of peak snowmelt when water is available to divert runoff from the main channel into the flood retention facility for groundwater recharge purposes. If this option is desired, it may need to occur in the future, after the gravel pit is mined out to avoid impacting mining equipment and machinery.

- b. **Armored Diversion Channel** - An armored diversion channel between the Lower Coal Creek channel and the bottom of the proposed flood retention basin to mitigate erosion hazards associated with the diverted water.
- c. **Emergency Overflow Channel** - An overflow channel to convey water from the retention basin back to the main Lower Coal Creek channel.
- d. **Earthen Berms** - Earthen berms on the north side of the gravel pit to confine water in the retention facility to allow the emergency outlet channel to be activated during a large flood.
- e. **Access Road** - An access road into the retention facility to facilitate maintenance.

4. **Channel Improvements Between the Jones Diversion and the Retention Basin Bifurcation Diversion** - The Lower Coal Creek channel between the Jones Diversion and the bifurcation diversion to the recommended retention basin would need to be improved to safely convey the 100-year cloudburst design discharge of 3700 cfs (including some floating debris). The main channel corridor would need to be significantly widened to maintain the water surface elevation associated with the design flow of 1,500 cfs below the elevation of the natural ground. In some areas the channel bottom may need to be lowered. It is anticipated that the channel banks would have slopes of 2H:1V or flatter and would be armored with riprap. The bottom of the channel would not be armored to allow for recurring sediment deposits to be removed without damaging the channel armoring. The bridge to the gravel pit at about 1700 North Airport Road would need to be replaced with a larger structure so it could safely convey 3700 cfs. A few channel access points would be designed and constructed to provide maintenance access to the channel bottom.

5. **Channel Improvements Between the Retention Basin Bifurcation Diversion and 6600 North**- The Lower Coal Creek channel in this reach would need to be improved to safely convey 1500 cfs. The channel corridor through most of this reach would be widened significantly. In some areas in this reach the channel bottom would need to be lowered. It is anticipated that the channel banks would have slopes of 2H:1V or flatter and would be armored with riprap. The bottom of the channel would not be armored to allow for accumulated sediment to be removed without damaging the channel armoring. Three culvert/bridge structures would need to be replaced in this reach, including the 2200 North culvert, 2650 North bridge, and the 3000 North culvert. It is important to note that the NRCS Watershed Plan EA program does not pay for culvert or bridge improvements, so those improvements must be constructed using non-NRCS funding sources. The Matheson Diversion would also be modified or replaced to include one or more removable bulkheads that would be installed each year as spring runoff drops and removed before the first of July each year so that the channel capacity is not restricted during large runoff events, which could result in the channel overtopping or significant sediment deposition in the channel upstream of the check dam associated with this diversion.

The north portion of the channel improvements in this reach may have to include earthen levees because there is no creek channel north of 6600 North where the channel bottom is significantly below the existing ground surface. Currently, at about 6500 North, the channel bottom is above the natural ground surface adjacent to the Lower Coal Creek and non-engineered earthen embankments confine runoff in the Lower Coal Creek channel. Ending channel improvements at 6600 North will likely require construction of some levees on both sides of the channel so that runoff can be discharged into the existing channel and native ground in that area.

6. **Downstream of 6600 North** - There is currently no significant development near the existing small Lower Coal Creek channel north of 6600 North. In fact, there is not even a well-defined channel with significant conveyance capacity in the reach between 6600 North and Rush Lake. During large runoff events, runoff in Lower Coal Creek north of 6600 North spreads out and causes shallow flooding as it flows towards Rush Lake. The only significant improvement recommended as part of the Project in this reach is to construct an earthen berm along the east, south, and west sides of the Cedar City Wastewater Treatment Plant (WWTP) to mitigate the shallow flood hazard at the WWTP that is associated with Lower Coal Creek runoff. Channel improvements downstream of 6600 North that could convey runoff to, or closer to, Rush Lake could be constructed as part of one or more future projects before development occurs in this area.

It is recommended that no development be allowed in the shallow floodplain between 6600 North and Rush Lake until additional flood control improvements are constructed in this area to mitigate the shallow flood hazard that exists there. Flood control improvements in this reach could potentially be funded by another Watershed Plan EA Project or by developers that want to mitigate the shallow flood hazards in this area so that can be developed.

Please carefully review the recommended improvements identified in this letter and on Figures 1A and 1B. After we receive your comments and needed approvals, we will begin developing the 30 percent design with associated cost estimates and cost-benefit analyses needed to complete the Lower Coal Creek EA. That plan will serve as the basis for a request for funds to construct the project.

We recommend that Iron County officials coordinate with the gravel pit owners and operators to discuss future mining plans and phasing. If possible, encourage mining to expand the existing gravel pits at the location of the recommended flood retention basin. This will reduce construction costs by allowing the gravel to be mined by the gravel pit operator. Obtaining a temporary flood easement for the gravel pit identified for use as a retention basin is also recommended.

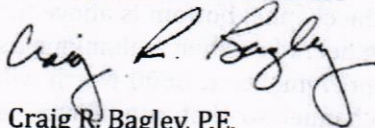
It is important to note that most of the recommended improvements identified in this letter are not on land owned by Iron County. This means that acquisition of property or easements will be required as part of the Project. The NRCS does not pay for acquisition of property rights unless it is associated with purchasing flood conservation easement. The NRCS will also require that Iron County of Cedar City provide a firm commitment that sediment removal and other maintenance activities will be performed as needed to maintain capacity and proper function of the constructed facilities.

For your convenience, we have attached the letter we submitted to you on April 28, 2023, that provides a lot of background information on the Project.

Please contact me if you have any questions or comments about any information contained in this letter.

Sincerely,

Bowen, Collins & Associates



Craig R. Bagley, P.E.
Project Engineer

Attachments

pc: Jason Dodds/NRCS

Rush Lake

WWTP

Construct berms to protect WWTP from shallow flood hazards.

End open channel improvements at 6600 North. Channel improvements should be constructed north of this point before the area is allowed to develop.

Transition from channel to natural ground surface

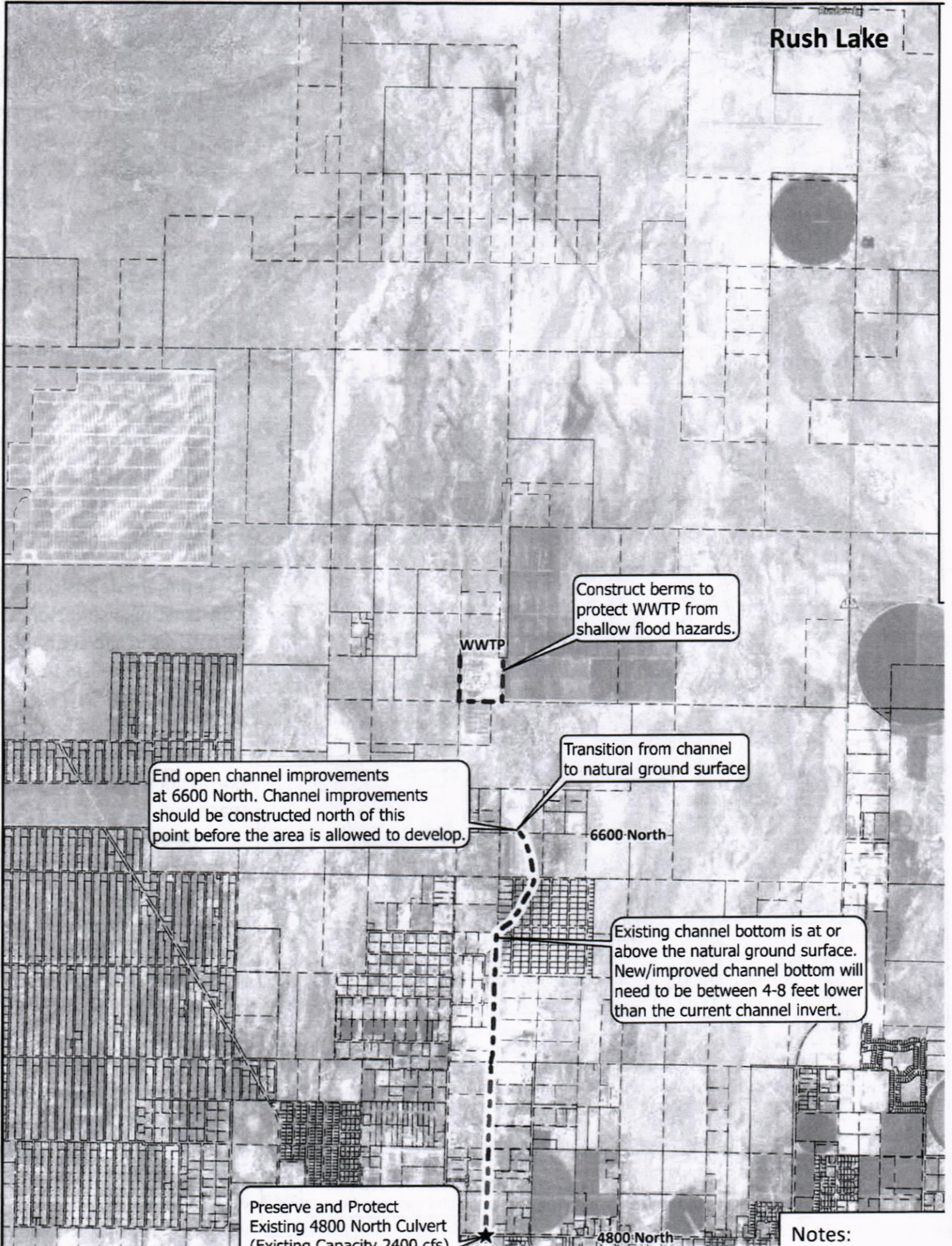
6600 North

Existing channel bottom is at or above the natural ground surface. New/improved channel bottom will need to be between 4-8 feet lower than the current channel invert.

Preserve and Protect Existing 4800 North Culvert (Existing Capacity 2400 cfs)

4800 North

Notes:



April 28, 2022

Richard Wilson, P.E.
Iron County Engineer
(via e-mail)

Subject: Lower Coal Creek Flood Control Project Needed Direction

Dear Richard,

Transmitted herewith are the meeting notes and action items from the February 7, 2023, Progress Meeting that we held at the Iron County Offices. This letter has been prepared to not only transmit the meeting notes and associated information to you, but to request specific input on the direction of this project. We cannot proceed with the conceptual design of needed flood control improvements without specific direction from Iron County and other Key Stakeholders, especially because the direction we received from Iron County officials during and after the February 7th meeting does not align with the plans and directions of needed flood control improvements that were identified in previous studies. Below is a summary of key background information that must be considered before you and other key stakeholders clarify the direction Iron County, as the Project Sponsor, wants this project to take.

Background Information

The following key facts about flooding on Lower Coal Creek and existing conditions are presented for your review and consideration.

1. Most of the valley floor downstream of I-15 is an historic shallow floodplain from Coal Creek. There was never a well-defined Coal Creek channel that existed to convey runoff from the west side of I-15 to Rush Lake.
2. The Lower Coal Creek open channel that exists downstream of I-15 has been constructed generally to convey irrigation water to property owners that use it for irrigation. The existing channel does not generally have capacity to safely convey runoff from a 100-year cloudburst runoff event without experiencing significant flooding.
3. After significant runoff events, it is apparent that Iron County or other entities removed sediment deposits along the bottom of the Lower Coal Creek channel and stacked the excavated material on the bank of the channel to create a berm or levee. Those berms are not designed or constructed to serve as permanent structural flood mitigation measures.
4. In recent years, land on the Cedar Valley floor has begun to experience significant development pressure. Areas that previously experienced frequent shallow flooding problems have either been developed or are beginning to experience development pressure. This has significantly impacted the consequences of flooding in the areas along Lower Coal Creek.
5. The water that flows out of Cedar Canyon through Coal Creek is laden with a lot of sediment and debris. Cloudburst events in the mountain watershed cause the greatest flooding problems, especially because they are amplified by soft shale, sands, gravels, cobbles, and floating debris.
6. The natural stream gradient of Coal Creeks is such that most of the sediment deposition from Coal Creek runoff naturally occurs downstream of I-15. The sediment deposition and floating debris

reduces the capacity of the existing main channel and can result in flooding, especially in areas downstream of I-15.

7. A statistical analysis of historic discharge data from the USGS stream gage on Coal Creek near the Mouth of Cedar Canyon indicates that the magnitude of the 1-percent-annual-chance flood (often referred to as the 100-year flood) is 1,860 cfs for a snowmelt event (**1,230 cfs** on Lower Coal Creek, below the Woodbury Split) and 5,550 cfs for a cloudburst event (**3,700 cfs** on Lower Coal Creek). Cloudburst storms almost always generate flash floods with high peak discharges and lower runoff volumes. Snowmelt events typically last for days or weeks and have larger runoff volumes.
8. FEMA recently commissioned a new Flood Insurance Study in Iron County. It is likely that this new study will identify the significant flood hazards in Iron County. The updated study will likely identify significant shallow sheet flow flood hazards adjacent to Lower Coal Creek and across much of the Cedar Valley floor. Many new or existing homes in the Project area will likely be placed in a regulatory shallow flood hazard zone once the study is completed.
9. Two debris basins were constructed in the 1930s on Coal Creek upstream of the mouth of Cedar Canyon. One of those facilities was designed to store about 25 ac-ft of sediment; the other about 15 ac-ft of sediment. Both of those facilities were totally filled with sediment and debris during the first year of operation. The sediment and debris in those two facilities have reportedly not been cleaned out in many years, if ever.
10. No effective flood control improvements can be implemented on Lower Coal Creek without implementing sediment and debris management measures. Iron County or some other local government entity will need to commit to operate and maintain all flood control facilities that are constructed as part of the proposed Project. This will require a reliable, significant funding source to remove and dispose of sediment.
11. In 1977 the U.S. Army Corps of Engineers (USACE) prepared a report on Coal Creek that recommended that the following features be constructed to manage flood hazards along Coal Creek through Cedar City:
 - a. Clean out and utilize the two existing debris basins upstream of the mouth of Cedar Canyon that would store up to 40 ac-ft of sediment and debris. This is not very feasible due to the difficulty for equipment to access the site and the inability to dewater the sediment basin so excavation can be performed in the dry and the fact that they would likely require annual maintenance.
 - b. Construct a new sediment/debris basin near the mouth of Cedar Canyon to help manage sediment and floating debris contained in significant runoff events out of Cedar Canyon.
 - c. Construct setback levees to confine runoff to a defined floodway along Coal Creek between Center Street and I-15 and between I-15 and some point below the Jones Diversion.
 - d. Below I-15, purchase land or acquire land rights to about 360 acres of property that could be utilized to construct about 1,550 acre-feet of desilting storage and to reduce the magnitude of peak flood discharges on Lower Coal Creek.
 - e. Consider zoning undeveloped or partially-developed flood-prone areas adjacent to Lower Coal Creek in a manner that would keep the area free of development. This way flooding would not have a negative impact on more habitable structures.
12. The levees that were recommended in the 1977 USACE study to be constructed between Center Street and I-15 have been constructed and have been accredited by FEMA to be effective flood control facilities. They cannot be modified and operations that would encroach on the design freeboard would not be allowed.
13. A Cedar City West Side Drainage Master Plan was prepared in 2008. That study was jointly funded by the USACE, Cedar City, Iron County, and the Central Iron County Water Conservancy District. That

study indicated that the following hydraulic deficiencies and flood conveyance issues exist along Lower Coal Creek: inadequate channel capacities to convey runoff from a 100-year design runoff event; conveyance facilities that serve as both irrigation conveyance as well as flood reduction facilities; sediment deposition problems, and erosion during high discharges.

14. The 2008 Study recommended that the following be implemented:
 - a. The main channel and all culverts and bridges on Lower Coal Creek between the Jones Diversion and Rush Lake be constructed to safely convey a design flow of 2,000 cfs (the equivalent of the 100-year snowmelt peak flood discharge). It was deemed to be not practicable to construct the channel for a capacity larger than this amount.
 - b. Construct an in-channel sediment management area between I-15 and Airport Road where limited sediment deposition can be induced and removed on a regular basis.
 - c. Preserve existing irrigation ditch easements on the west side as the area continues to develop. Utilize those easements for future drainage facilities.
 - d. Construct a new open channel that will convey runoff from Fiddlers Canyon to the Lower Coal Creek channel because there is no defined Fiddlers Canyon channel west of I-15. Utilize two existing gravel pits as detention/groundwater recharge basins on the new Fiddlers Canyon open channel.
 - e. Acquire property rights to widen the channel of the reach of Lower Coal Creek between I-15 and Airport Road and modify it so that it can be perpetually utilized to collect coarser sediment deposits. (This sedimentation facility will require sediment removal/maintenance on a regular basis, probably at least annually.)
 - f. Acquire the property rights of some abandoned gravel pits so they can be utilized as sediment/debris management and detention/retention facilities.
 - g. Make an effort to construct sediment removal basins upstream of any groundwater recharge basins to minimize sediment impacts to the recharge basins.
 - h. Iron County or Cedar City should consider contracting with gravel pit operators to remove sediment and debris from the sediment basins on a regular basis, if needed. Give the gravel pit operators the material removed as partial payment for services rendered.
15. Since the 1977 and 2008 Studies on Lower Coal Creek were published, very few of the flood mitigation recommendations identified in those studies have been implemented along Lower Coal Creek. This has resulted in a significant increase in the amount of development and development-related flood hazards that have been constructed in the study area in the Cedar Valley.
16. Flood management projects funded by the U.S. Government, like the current project which is funded by the Natural Resources Conservation Service (Part of the U.S. Department of Agriculture), require that projects have a benefit to cost ratio greater than 1.0 before they can be considered for construction. The initial financial estimated financial benefit associated with eliminating the 100-year floodplain along Coal Creek is about \$40 million.
17. Estimated annual operation and maintenance costs associated with a government-funded project are subtracted from the estimated construction costs of recommended improvements as part of computing the benefit-cost ratio.
18. If flood mitigation measures are constructed by a government-funded project, Iron County or some other government entity with taxing and funding capabilities must commit to perform and fund maintenance activities that will preserve the capacity and functionality of the constructed facilities.
19. The NRCS PL-566 Program that is proposed to fund this project will not pay for new culverts or bridges under roads. Funding the construction of new culverts will be the responsibility of the Project Sponsor.

20. In April 2022 the Iron County Board of Commissioners developed and adopted the Iron County Flood Channel Setback Standards. That standard requires that any structures constructed adjacent to Lower Coal Creek be set back at least 100 feet from the creek centerline. The set-back is not enough to provide a channel that can safely convey the 1500 cfs. The current ordinance needs to be modified so the minimum set-back is at least 130 feet between the centerline of the channel and the buildings. Additionally, the current ordinance should be modified to clearly show that the road surface should be set at least 6 inches above the design water surface elevation, and the buildings should be a minimum of 1 foot above the design water surface elevation.
21. Local interests have expressed desires to implement permanent measures that will alleviate the flood hazards and associated problems along Lower Coal Creek. This includes measures like: increasing the conveyance capacity of Lower Coal Creek; replacing undersized culverts and bridges; constructing some earthen berms, levees, and flood walls; and managing sediment and debris conveyed in large runoff events.
22. The most effective place to manage and remove sediment from Coal Creek runoff is between I-15 and Airport Road.
23. Due to concerns with levees and channel freeboard, the best place to construct a new facility to collect floating debris is near the mouth of Cedar Canyon. Such a facility would require one or more track hoes to continuously remove floating debris during a large runoff event.
24. Wherever possible, levees that confine the design flood to a flood channel should be avoided. There are a lot of FEMA requirements associated with design, construction and maintenance associated with levees that serve as structural flood mitigation measures.
25. Recommended sediment management facilities identified in the 2008 West Side Drainage Master Plan Report and likely the 1977 USACE study on Coal Creek included utilizing abandoned gravel pits as combined runoff sediment/detention/retention facilities as well as groundwater recharge basins that will collect wash load and bed load sediment as well as reduce peak discharges in the Lower Coal Creek Channel. Input from Iron County leaders during and after the February 7, 2023, coordination meeting indicate that the use of abandoned gravel pits are no longer to be considered for routine sediment management and flood attenuation. The County's preferred alternative was to construct an in-channel sediment management facility that could collect about 15 acre-feet of coarse sediment and then obtain permission or the right to divert discharges more than about 1,500 cfs into an adjacent gravel pit or other flood management facility that has capacity to store about 230 acre-feet of runoff. This would limit discharges in Lower Coal Creek below the emergency diversion to no more than about 1,500 cfs. Implementing this diversion would also require that sediment be removed from an improved Lower Coal Creek flood control channel on a regular basis to maintain the design freeboard and required conveyance capacity. Based on the recently adopted Iron County Flood Channel Setback Standards, this would mean that all sediment removed from the bottom of about 6.5 miles of improved Lower Coal Creek open channel would need to be excavated and hauled offsite for disposal. The cost and responsibility for the sediment removal and disposal would likely become an Iron County responsibility and a requirement to obtain federal funding to construct the project under the NRCS PL-566 Program.
26. In the February 7, 2023, Project Progress Meeting, Iron County officials expressed concerns with the County's ability to fund a regular significant sediment removal program that could cost hundreds of thousands of dollars in years with large runoff events. The 1977 USACE Report stated that Coal Creek and nearby streams overflow and cause flooding about 3 times in 10 years.

Conclusions and Requests

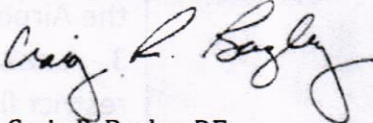
If Iron County cannot dedicate the funds and other resources needed to manage and remove sediment from about 6.5 miles of flood control channel along Lower Coal Creek, the only financially feasible option will be to mitigate some of the most serious culvert and channel capacity issues near current developed areas and to allow floodwater to leave the main Lower Coal Creek channel and identify the area as a regulatory shallow flood hazard on the valley floor. This could be done with zoning and building code restrictions (i.e., lot grading, prohibiting basements) and ensuring that east-west roads do not impede the natural flow of floodwater as it drains northward along the Valley Floor toward Rush Lake. Unless some type of permanent flood control measures are constructed before the recently-commissioned FEMA Flood Insurance Study is published, it is highly likely that the FEMA Study will identify regulatory shallow flood hazards on much of the Cedar Valley floor.

After receiving direction from Iron County officials during and after the February 7, 2023, Progress Meeting, we recommend that we have another meeting with Iron County officials and other key local stakeholders to identify an alternative that is financially feasible, technically feasible, and one that will meet your overall project goals. As we stated during the Initial Public Meeting that we held at the beginning of the Project, sediment and debris management are key to any flood mitigation project that is selected. The sediment and debris transport and deposition characteristics of Coal Creek significantly complicate the design and operation of any potential flood mitigation measures.

Please review the attached meeting notes and the draft recommended alternative figures 1A and 1B then contact me to schedule another workshop or coordination meeting with our design staff, NRCS representatives, and local stakeholders to identify a preferred alternative for which we can develop a 30 Percent Design and take the next step toward making the needed flood mitigation project a reality.

Sincerely,

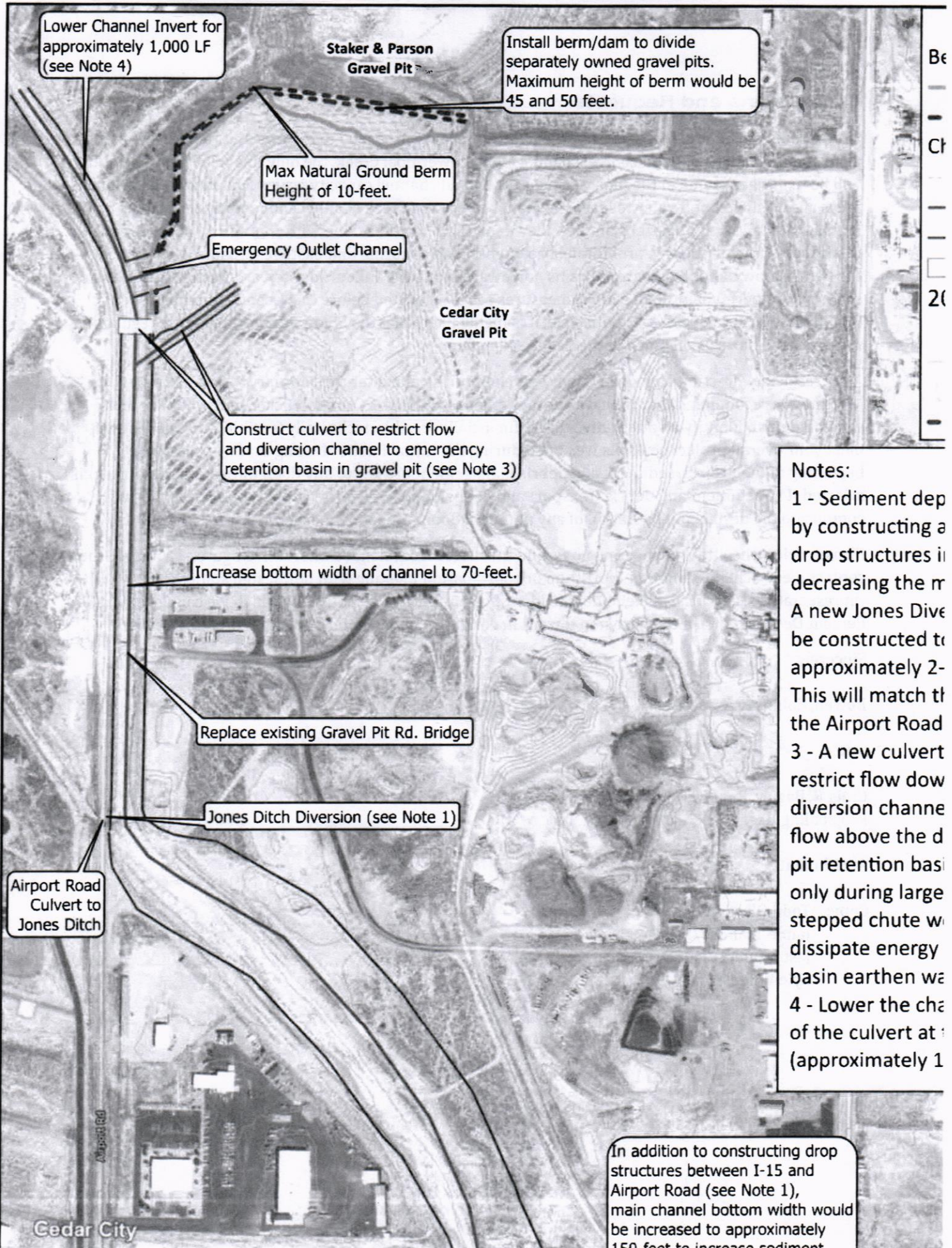
Bowen, Collins & Associates



Craig R. Bagley, P.E.
Project Engineer

Attachments

Copy: Todd Olsen/BC&A
Jamie Tsandes/BC&A
Jason Dodds/NRCS
Kyle Wheeler/NRCS



Rush Lake

WWTP

Construct berms to protect WWTP from surface flow.

End new/improved open channel improvements at 6600 North. Developers should pay to design and construct channel improvements north of this point before the area is developed.

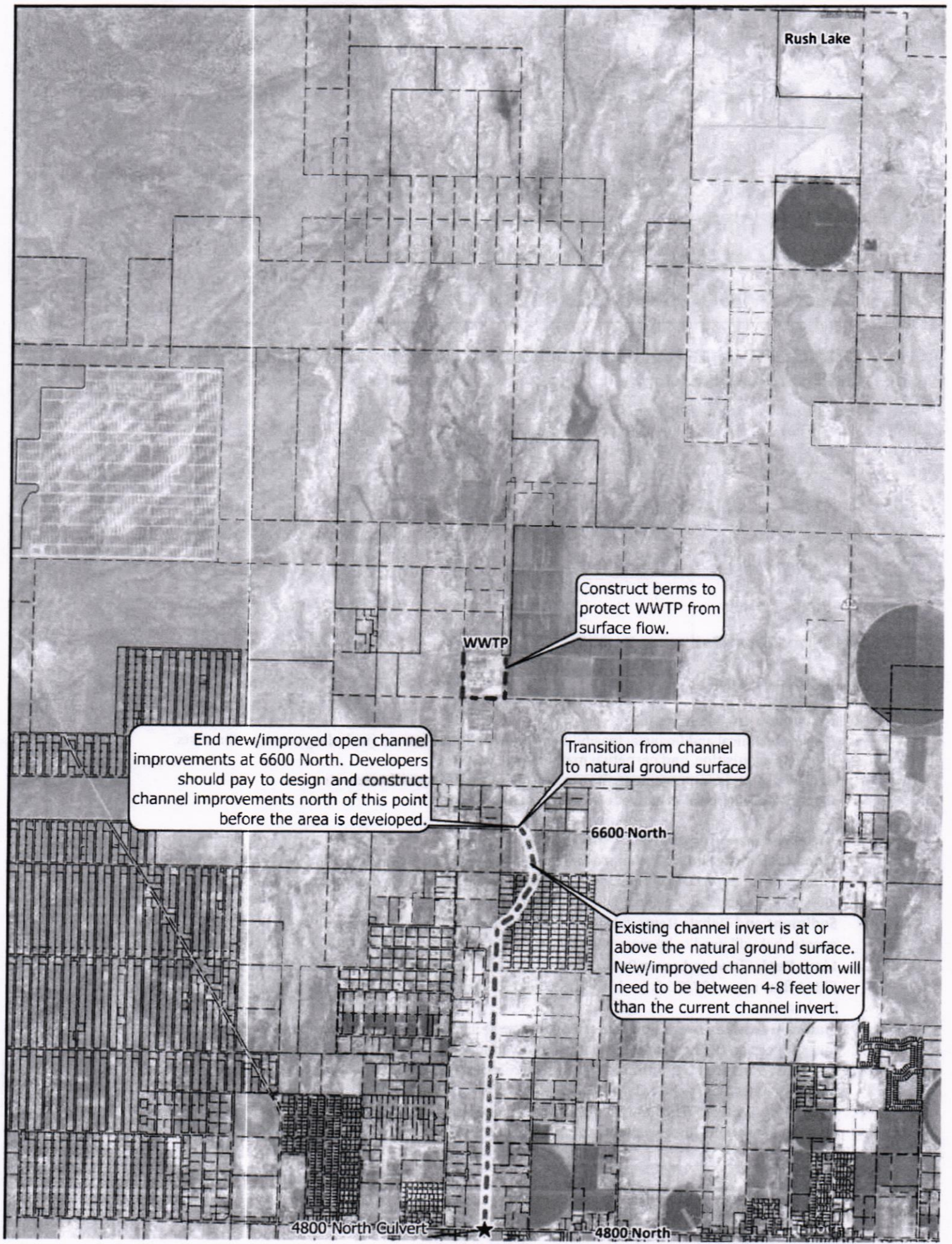
Transition from channel to natural ground surface

6600 North

Existing channel invert is at or above the natural ground surface. New/improved channel bottom will need to be between 4-8 feet lower than the current channel invert.

4800 North Culvert

4800 North





BOWEN COLLINS
& ASSOCIATES

LOWER COAL CREEK FLOOD CONTROL IMPROVEMENTS CONCEPT WORKSHOP/ COORDINATION MEETING

CONCEPT WORKSHOP/COORDINATION MEETING - LOWER COAL CREEK PLAN-EA

The original meeting agenda is in black font

Meeting notes are in blue font. Follow-up to meeting notes are in orange font.

Attendees

Reed Ericson - Iron County

Paul Cozzens - Iron County Commissioner

Paul Monroe - Central Iron County Water Conservancy District

Richard Wilson - Iron County

Jason Dodds - NRCS

Craig Bagley - Bowen Collins and Associates

Kameron Ballentine - Bowen Collins and Associates

Meeting Date: February 7, 2023

1. Introductions

2. Purpose of Meeting:

- Discuss technical and financial feasibility of evaluated alternatives (including construction costs, property acquisition, and perpetual maintenance costs)
- Review proposed improvement sites, materials sources, disposal areas, etc.
- Identify a preferred alternative to advance to 30% Design.

3. Review Desired Features of the Project

- **Flood Risk Mitigation** - The improvements to Lower Coal Creek will need to safely convey the 100-year FEMA flow to Rush Lake without the need for levees (if possible). Constructing FEMA certified levees along the Lower Coal Creek may not be feasible.
- **Sediment and Debris Removal** - Coal Creek carries significant volumes of sediment during large flow events that will need to be managed and complicate the maintenance and design phases of the Project
- **Limit Peak Flows in Lower Coal Creek** - Coal Creek does not have capacity to convey the 100-year FEMA flow rate of 3700 cfs (a cloudburst storm). The Project will need to limit the peak flow in Lower Coal Creek.
- **Maintain Existing Irrigation Water Right Flows** - There are water rights on Lower Coal Creek at the Jones Diversion (271 cfs) and the Matheson Diversion (140 cfs) that must be maintained.
- **Facilities Must Be Maintainable** - The recommended improvements need to be maintainable. The improvements need to be easy to access and regularly maintained.
- **Financially Viable** - The County must find the means (manpower, funding, etc.) to perform perpetual maintenance on the improvements to allow the facilities to function as designed.

These desired features were added during the meeting:

- **Maintain Groundwater Recharge Facilities**- The project should not interfere with groundwater recharge projects in the area. The Conservancy District has the right to divert up to 20,000 ac-ft of water into the ground for aquifer storage and recovery.
- **Induced Flooding** - Project improvements cannot flood areas that were not in the floodplain prior to the project without obtaining property owner permission.
- **Design Flow** - Design the channel to convey the FEMA 100-year flood so the 100-year floodplain is contained in the Lower Coal Creek channel and flood insurance is not required for new developments or habitable structures. (The FEMA 100-year discharge on Lower Coal Creek (from a cloudburst event) is about 3700 cfs).

4. Reviewed Alternatives

Alternative 1 - This alternative includes improving the channel between I-15 and Rush Lake to convey a design flow 3700 cfs

Alternative 2 - This alternative includes diverting flow over 500 cfs in Lower Coal Creek into one or more gravel pits that will be converted into retention basins and conveying the 500 cfs to Rush Lake.

Alternative 3 - This alternative includes diverting flow over ~~1100~~ 733 cfs in Lower Coal Creek into one or more gravel pits that will be converted into retention basins. Change in flow accounts for 33% of snowmelt flows being diverted to Quichapa. The 733 cfs would be channelized and conveyed to Rush Lake.

Alternative 4 - Do Nothing structural (implement some zoning and development standards that would be appropriate for developing in a floodplain with shallow flood hazards).

5. Government-Sponsored Project Requirements

- NRCS will not pay for culverts
- NRCS will not pay for project land costs (unless purchasing to preserve floodplain)
- Benefit/Cost ratio must be greater than 1.0 to meet government funding criteria
 - Preliminary estimates show that the financial benefit of eliminating all floodplains outside of Coal Creek channel is about \$40 M(+/-)
 - Annual maintenance costs must be considered in the Benefit Cost Analysis
 - Available Construction Funds = Total Benefit-Land Costs-Maintenance Costs-Design/Permitting Costs
 - \$1 M in annual maintenance costs has a PV of \$28 M (Iron County must commit to operate and maintain the constructed project improvements so that the facilities will function as designed)

6. Common Features for All Alternatives

6A. General Engineering Assumptions for our Analyses to Date

- There will be no infiltration losses as water flows toward Rush Lake
- There will be no diversion at the Jones Diversion during cloudburst floods (they do not want the sediment-laden water)
- That 33% of runoff coming out of the canyon will be diverted into the Quichapa Channel upstream of I-15 (this did not happen due to a clogged culvert under Coal Creek Road in 2021)
- Average annual sediment yield near the mouth of the canyon is about 80,500 cubic yards (varies greatly from year to year). Of that amount about 53,100 cubic yards would be conveyed into Lower Coal Creek, below the Woodbury Split. The remaining portion would be conveyed into the Quichapa Channel.
- Jones Diversion and Matheson Diversion will both remain active in the future. Irrigation water must be provided to those diversions indefinitely.

6B. Discussion of potential channel improvements on Lower Coal Creek

- Needed easements/ROW
 - 3700 cfs – need to provide between 100 and 200 feet for the channel plus additional area for maintenance access and stockpiling of material.
 - 1100 cfs – 100 feet to 130 feet for the channel plus additional area for maintenance access and stockpiling of material. (Assuming 33% diversion to Quichapa, easements for 733 cfs would be similar)
 - 500 cfs – The existing channel has capacity to convey 500 cfs to about 6200 North. Beyond that, a new channel would need to be constructed.
- Access road(s) would be required along the channel for maintenance activities
- Berms/levees will likely be required to provide freeboard above natural ground
 - Provides additional conveyance (more than the 100-year event)
 - We tried to keep the design water level below natural ground.
- Riprap to armor channel banks – Difficult to maintain while removing sediment deposits
- Channel Maintenance – Need access to bottom of channel for sediment removal and maintenance (Where will removed sediment be deposited?)
- Minimize levees along lower Coal Creek – FEMA levees are difficult to certify and may be expensive to maintain
- Levees or floodwalls may be required along some sections of the lower part of Lower Coal Creek. There may be a floodplain with shallow flood hazards between the end of the constructed channel and Rush Lake
 - See Alternatives figure for potential levee locations
 - Consideration should be given to a concrete channel with floodwalls in areas that would require levees where development has encroached on the open space adjacent to the channel (i.e., near the Gemini Subdivision).
- Who will own and maintain the channel? (The County will be responsible for maintenance)
- Does the County have any Prescriptive Easements? – Probably
- Consider modifying the Matheson Diversion such that the dam creating the drop would only be in place during spring runoff. Remove the dam/drop installed in late fall or early winter near the end of June each year to provide capacity for cloudburst floods later in the year.
 - Would the irrigation company or County be responsible for installing and removing the drop each year?

6C. In-Creek Sedimentation Facilities Between I-15 and Airport Road

- Expand channel bottom to 150 feet wide
- Install a series of 2 to 3 foot concrete drop structures to reduce channel gradient and encourage sediment to drop out in the channel
- Decrease channel slope to 0.5%
- Sediment will drop out in the channel (similar to today)
- The in-creek sediment removal will not be used during large storm events if large events are diverted into a gravel pit sediment basin
- Is more easement/property needed?
- Approximately 12-15 ac-ft (19,400 to 24,200 cu. yd.) of sediment should be able to be stored in the proposed in-channel sediment management facilities
- This alternative was considered feasible, but it can only store a portion of the sediment generated from large runoff events.

6D. Potential Sediment Basin for High Flow Events (1 ac-ft = 1613 cu yds)

- Combine the three gravel pits upstream of the Jones Diversion into one sediment basin – See Figure 4

- Excavation 200,000 cu yds (if 3 gravel pits are combined)
- Need to construct a berm around the west side of Cedar City pit if used
- Combined basins would provide up to 500 ac-ft of storage (800,000 cu yds)
- Property owned by Staker Parsons, Iron County, & Cedar City (mostly Staker Parsons)
- Potential property acquisition/issues? (Commissioner Cozzens feels this alternative is **not feasible**)
- May need survey data for gravel pits (our topographic data is about 3 years old) (it should be adequate for this study)
- Cloudburst flood runoff can be 20-60% sediment by volume
- Assume that 33% of runoff that comes out of the canyon flows down Quichapa Channel
- Past 25 years of flooding on Coal Creek – See table below

**Table 1
Major Cloudburst Flooding on Lower Coal Creek¹**

Year	Date of Peak Cloudburst Flow	Peak Cloudburst Flow (cfs)	Daily Mean Flow of Cloudburst Event (cfs)	Estimated Cloudburst Flood Volume (ac-ft)	Estimated Flood Sediment Load (cu-yd)	
					Lower Limit (20%)	Upper Limit (60%)
1995	7/17/1995	767	75	202	65,021	195,062
2001	8/8/2001	1360	41	53	17,076	51,227
2006 ²	7/28/2006	1407	75	798	257,347	772,040
2007	9/22/2007	700	94	191	61,511	184,533
2010	7/30/2010	853	67	134	43,270	129,811
2016	8/3/2016	793	23	16	5,205	15,616
2017	8/6/2017	953	130	250	80,629	241,886
2021 ^{2,3}	8/18/2021	1333	187	489	157,930	473,791
Estimated Average Annual Sediment Yield					53,100	

1. Values shown are based on the gage at the canyon mouth being decreased by 33% to account for Woodbury Split diversion to Quichapa Lake
2. 2006 & 2021 – There were multiple major flood events (more than 1000 cfs each) in a one month period. The total flood volume for the combined flood events are identified on the table above.
3. Portions of the storm up right-hand fork were greater than the 1,000 year event.

- Many floods are back to back events (not a single event – multiple events within a couple of weeks)
 - 200-600 ac-ft of sediment can be from the watershed at the canyon mouth in a single 100-year cloudburst event (this translates to 130-400 act-ft, or 200,000 to 630,000 cu yds, in Lower Coal Creek)
- Discuss sediment storage volume
- How to dewater sediment basin after a large storm event
 - Let it infiltrate or add a pump?
 - Pumping at 10 cfs – 500 ac-ft would drain in about 1 month
 - Draining the sediment may take a long time
- Construct access road to the bottom of the sediment basin – Access Road Location?

- What to do with the sediment?
 - Give it away? Store it onsite (maybe temporarily)? Transport it offsite?
 - Combination of rocks, cobbles, sand, silt & clay, woody debris – may not be able to sell it
 - Cost to the County – What is the cost to move 200,000 cu yds of sediment from a large cloudburst event? (Probably more than \$2 Million)
- Where to dry out the sediment if it is wet?
- Managing debris (trees, branches, etc.)
 - Transport it offsite with the sediment?
 - Trash boom in sediment basin
- What type of sediment removal equipment does the county have?
 - Average annual yield for Lower Coal Creek (53,100 cu yds) would take 5,310 trips with one standard 10 cu-yd dump truck
 - Assuming 8 minutes per trip – 710 hours or 4.5 months (at 8 hours per day) – cost of about \$531,000 per year if in a deep sediment basin. It could be more if it is spread out linearly along the channel)
 - Resources the County will need to manage sediment (would the County need more equipment?)-the County may need more employees and equipment
 - Contract help during large events
- O&M Plan – Need an O&M manual
- Utah dam safety considerations
 - Berm height would be up to 10 feet high and 5000 feet long
 - Impound more than 20 ac-ft of water above the natural ground
 - May not be a low hazard dam based on State requirements
- NRCS dam requirements
- Need a reliable way to fund the needed maintenance
- During the meeting, the option of converting a gravel pit to a sediment basin was deemed to be infeasible or undesirable because the annual maintenance costs are too high, and a gravel facility may not be maintainable. Maintenance costs were also a concern.
- Jason mentioned that the County may want to consider utilizing mined-out gravel pits as sediment basins as part of a reclamation process. When one basin is filled, move to another. The County deemed this problematic.
- Most of the gravel pits that are available for potential sediment management are still active.

6E. Divert High Flows out of Lower Coal Creek into Potential Sediment Basin

- Could utilize a culvert in the main channel to act as flow restriction device
 - Stop logs on culvert
- Divert flow into sediment basin during large storm events
- Once water is diverted into the sediment basin, it may not come out
- Sediment and debris or manually placed stoplogs could block the proposed culvert during large storm event
- Clean up in the creek after the large event at the proposed culvert
 - In stream water rights – 271 cfs Jones Diversion & 140 cfs for Matheson Diversion
 - Needs to be cleaned out quickly – But it will take a few days
 - Can it be cleaned quickly enough for irrigators to get their water?
 - Will the irrigation companies work with the county?
- Discuss energy dissipation structure
- This alternative was deemed to be not feasible because the annual maintenance cost of the sediment basin is too high
- Sediment will settle in the downstream channel

Consideration should be given to modifying the Matheson Diversion

- The Matheson Diversion could be modified by lowering the channel invert, and installing a structure that can back up water in Lower Coal Creek during the irrigation season
- Irrigation flows in Lower Coal Creek are used only during spring runoff. Water quality from a cloudburst storm is generally too poor for irrigators to use.
- During summer peak flows the water will not be impounded or backed-up in the creek channel
- The County also requested that a functional diversion structure be constructed at the Jones Diversion so that the annual work to create the diversion using in-channel sediment would not have to occur.

6F. Divert Portion of High Flows from Lower Coal into Potential Retention Basin – Alternatives 2 & 3

- Construct a culvert to create a flow restriction (similar to debris basin) that would limit downstream discharges to desired limit and divert the higher flows into a gravel pit retention basin
 - Could use bulkhead gate or culvert size to limit downstream discharges
- Would likely need to construct a berm/dam to separate gravel pits/basins – up to 50 feet tall
- Emergency retention basin outlet channel – Will not be used unless it’s an extremely high-volume runoff event
 - Lower downstream channel invert – would need to improve about 1000 linear feet of downstream channel
- An embankment would likely be needed on west side of Retention Basin to impound water during the extreme (greater than the 100-year return period) floods. It could be a low hazard dam
 - NRCS dam requirements
 - Should not be an NRCS dam
- Total potential retention storage of 1000 ac-ft if existing pits are combined
 - Mel Clark Pit is almost mined out
- How to dewater retention basin after a large storm event
 - Let it infiltrate or add a pump?
- The retention basin is not in the Airport runway path
- Central Iron County concerned with poor water quality infiltrating into the ground (we don’t have WQ data)
- Paul Cozzens will coordinate with the gravel pit owners to see if an emergency high flow diversion alternative is feasible
- The first gravel pit that could be used for flood control is the Western Rock Pit

6G. Design flow for Lower Coal Creek Channel– Alternatives 2 & 3

- Cannot attenuate average day snow melt runoff with detention/retention facilities due to the volume of runoff
 - Could attenuate peak day snow melt to about the mean daily discharge if the storage facilities are large enough
- Table below identifies the 4 largest snow melt events of the past 70 years

Snowmelt Events (cfs)		
Date	Instantaneous Peak	Daily Mean
May 25, 1973	1,820	573
June 3, 2005	1,690	1,010
May 31, 1983	1,480	1,080
May 21, 1958	1,220	595

Table 2 -- Major Snowmelt Events on Coal Creek at the Canyon Mouth

- The statistical 100-year peak instantaneous snowmelt flood is **1,860 cfs at the canyon mouth (1,230 cfs in Lower Coal Creek, below the Woodbury Split)**
- The statistical 100-year "peak average day" snow melt event is **1,110 cfs at the canyon mouth (740 cfs in Lower Coal Creek, below the Woodbury Split)**
- 2011 snow melt - 5/28/2011
 - Instantaneous peak at canyon mouth – 958 cfs (640 cfs in Lower Coal Creek)
 - Maximum average day flow at canyon mouth - 567 cfs (378 cfs in Lower Coal Creek)
- 2005 snow melt event
 - Would need 170 ac-ft of retention storage to reduce the Lower Coal Creek peak discharge to 733 cfs (this assumes 33% of flow goes to Quichapa)
- Design the downstream channel below the retention basin diversion for maximum average day snow melt runoff (733 cfs) with 3 feet of freeboard – higher discharges would reduce freeboard
- Graph of 2005 snowmelt runoff – Y-axis is flow rate in cfs (first graph is from the gage at the canyon mouth and the second gage is a 33% reduction of the first graph).
 - Blue line is gage flow rate at mouth of the canyon
 - Orange line is 1100 cfs (close to the 1983 and 2005 mean daily flow on peak day)

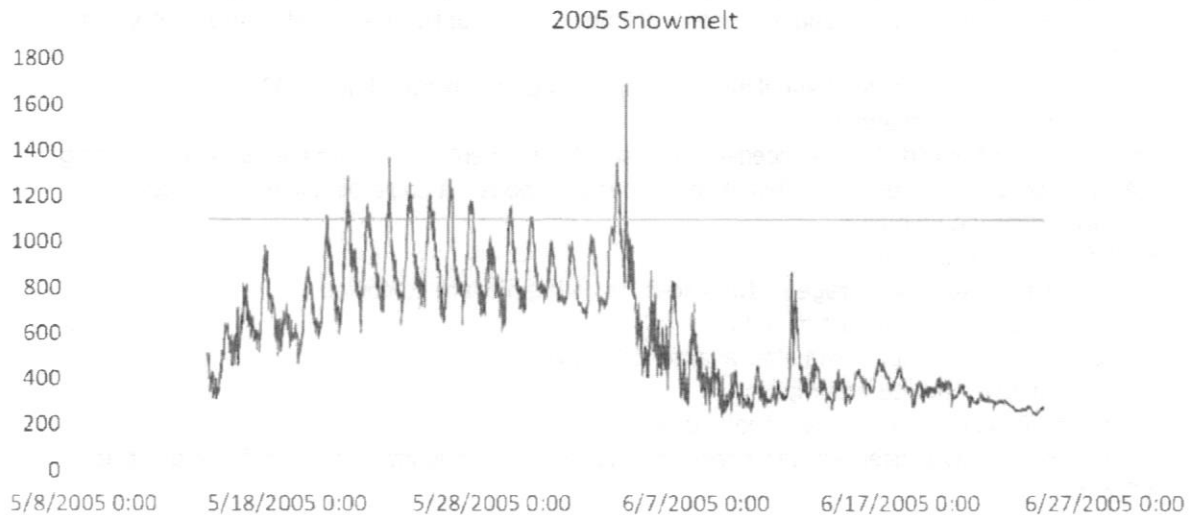


Figure 1 – 2005 Snowmelt Event Flows at Gage on Coal Creek at Canyon Mouth

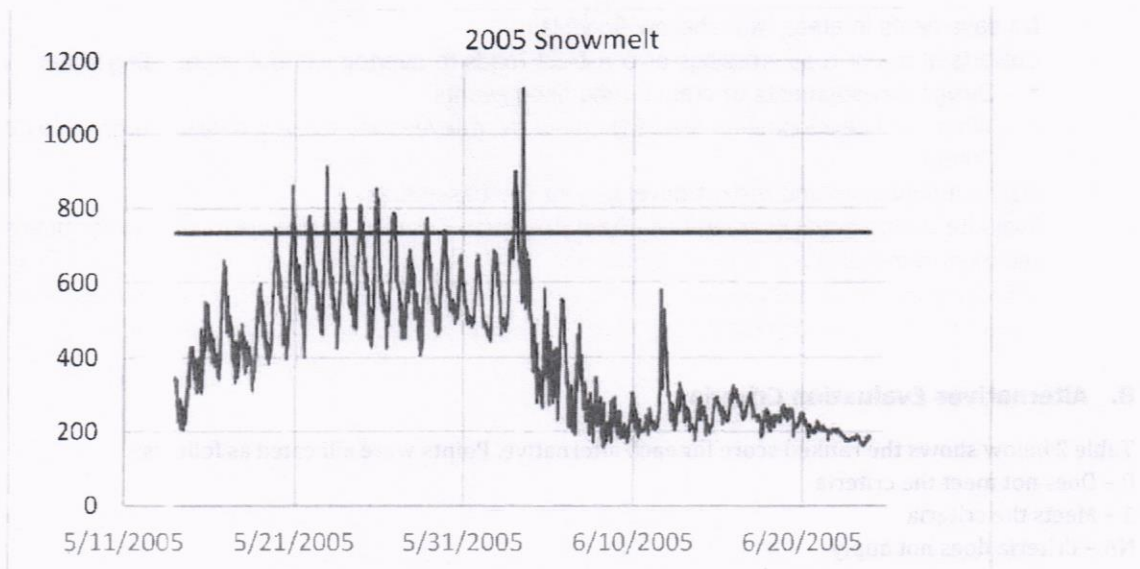


Figure 2 – Assumed flows for 2005 Snowmelt Event on Lower Coal Creek (assumes 33% of flow goes down Quichapa)

- The 1100 cfs event above assumes no water diversion into the Quichapa channel (to be conservative)
- Lower Coal Creek Channel will be able to convey additional flow – above natural ground (could have up to 2500 cfs – bank-full capacity)
- Large peak flood flows will only be diverted into gravel pits during large events
- We recommend that discharges over 1500 cfs in Lower Coal Creek be diverted into gravel pits – which is equivalent to a 10-yr cloudburst storm
- 1500 cfs is a higher peak flow than anything observed in Lower Coal Creek over the past 30 yrs
- Need 132 feet of channel ROW for 1500 cfs-- That includes the channel and 16' access roads on both sides of the channel
- The total offset between the centerline of the channel and the building needs to be about 130 feet

6H. Riprap Coal Creek Channel

- Velocities downstream of retention basin are between 5-8 fps
- Riprap needed on banks along approximately 7 miles of the improved/new channel
- Riprap volume is between 80,000 and 90,000 cu yds for that channel segment
- Is there a local riprap source for this much rock? - Yes

7. Do Nothing (no Coal Creek Channel Improvements)

- Preliminary analysis based on “no failure” of existing facilities (levees or embankments)
- Avoid induced flooding
 - Cannot induce flooding in areas that have not historically seen flooding
 - We will need to develop a floodplain map that identifies the floodplain before and after the project is completed.
- Could select key failure/overflow points
- Consider sending water to Iron Springs? - This may be possible.
- Allow development, but construct houses 2 to 3 feet above road
- Roads become major conveyance facilities
 - Floodwater needs to be safely conveyed through a development
- No down sloping driveways, cul de sacs, or T-intersections

- o No basements in areas with shallow floodplain
- o Culverts at major road crossings or construct roads to overtop without impounding water
 - Design developments to drain during flood events
 - Where will developments drain? (Embankment/levees will make it difficult to drain to Coal Creek)
- o Define a floodplain and restrict development (no basements)
- o Evaluate the potential of using Coal Creek Irrigation Company parcels east of I-15 for debris and sediment removal (Could this be problematic if lower flows infiltrate into the ground? Debris management in this area would be difficult because we cannot induce backwater that would impact the freeboard on the Cedar City FEMA-certified levee on the right channel bank)

8. Alternatives Evaluation Criteria

Table 2 below shows the ranked score for each alternative. Points were allocated as follows:

0 – Does not meet the criteria

1 – Meets the criteria

NA – Criteria does not apply

Table 2 – Alternatives Analysis

Criteria	Do Nothing	Alternative 1	Alternative 2	Alternative 3
Sediment and Debris Removal - High Flow & Low Flow	0	1	1	1
Limit Peak Discharge	0	NA	0	1
Maintain Low Flow Water Rights	1	1	1	1
Levees and Floodplain Management	0	1	1	1
Maintainability	0	0	1	1
Totals	1	4	4	5

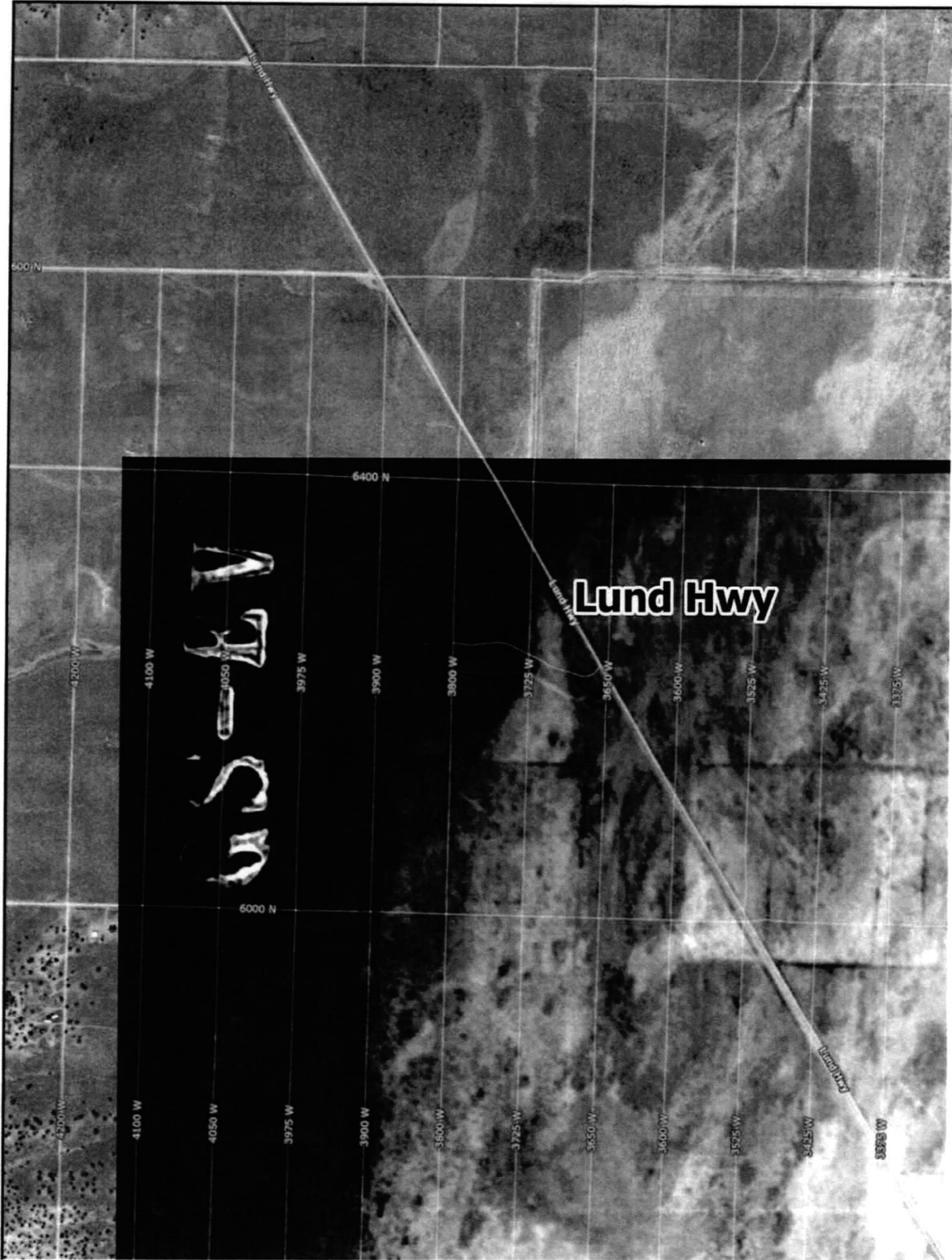
Direction Provided by Iron County

1. The County recommends designing the channel to convey the peak 100-year snowmelt flood, and then to divert higher discharges from cloudburst events into a gravel pit retention facility.
2. Determine if it is feasible to utilize the Coal Creek Irrigation Parcels just east of I-15 for debris/sediment removal. (This may not be feasible, because the water surface upstream of I-15 cannot be raised on the FEMA-accredited levee without significant work.)
3. End Lower Coal Creek channelization improvements at about 6600 North rather than downstream of the WWTP to save costs.
4. Utilize in-stream sedimentation facilities in the channel between I-15 and Airport Road. (These facilities will need annual maintenance and will not have capacity to store all of the sediment from larger cloudburst storms)
5. Evaluate the feasibility of an alternative that includes diverting some floodwater west to Iron Springs.
6. Plan to construct a new diversion structure on Lower Coal Creek at the Jones Diversion so that a diversion dam constructed out of sediment would not need to be constructed every year.
7. Do not design and construct a large sediment basin in a gravel pit due to concerns with high maintenance costs. (Although if the sediment is not removed in a sediment basin, it will settle out in the main channel and require regular removal – and annual maintenance expenses)

Action Items from the Meeting

1. Commissioner Cozzens and Rich Wilson will talk with gravel pit owners to determine if it would be possible for the County to divert runoff during extreme runoff events into a gravel pit. (This would likely require a stepped, armored inlet channel).
2. Rich Wilson will provide BC&A with a copy of the County's new setback ordinance on Lower Coal Creek. (BC&A obtained this from the County's website)
3. Iron County to consider adopting building codes/requirements that are appropriate for developing in floodplains with shallow flood hazards.

4. BC&A will contact Steve Platt to ask what actions the County implemented to manage the high volume of runoff experienced in 2005 (done...the answer was: divide and conquer).
5. BC&A to evaluate the feasibility of sending some floodwater to Iron Springs. As part of this analysis, BC&A will confirm the capacity of the culverts under Airport Road and under the existing runway. (The estimated capacities of the culverts under the Airport Road and the runway is about 275 cfs and 200 cfs, respectively. Unless we replace the runway culvert, 200 cfs will be the upper limit of what could be diverted toward Iron Springs without other major improvements.)
6. BC&A to determine if it is feasible to modify the Matheson Diversion drop to increase channel conveyance capacity in the area. (This is feasible.)
7. BC&A would review the Iron County Flood Channel Setback Standards (done...The setbacks may need to be increased. The standard has a y dimension of 75 feet. A conceptual design concept for Lower Coal Creek has a y dimension of 97 feet.)



Lund Hwy

AT-CM

6400 N

6000 N

4200 W

4100 W

4050 W

3975 W

3900 W

3800 W

3725 W

3650 W

3600 W

3525 W

3425 W

3375 W

4200 W

4100 W

4050 W

3975 W

3900 W

3800 W

3725 W

3650 W

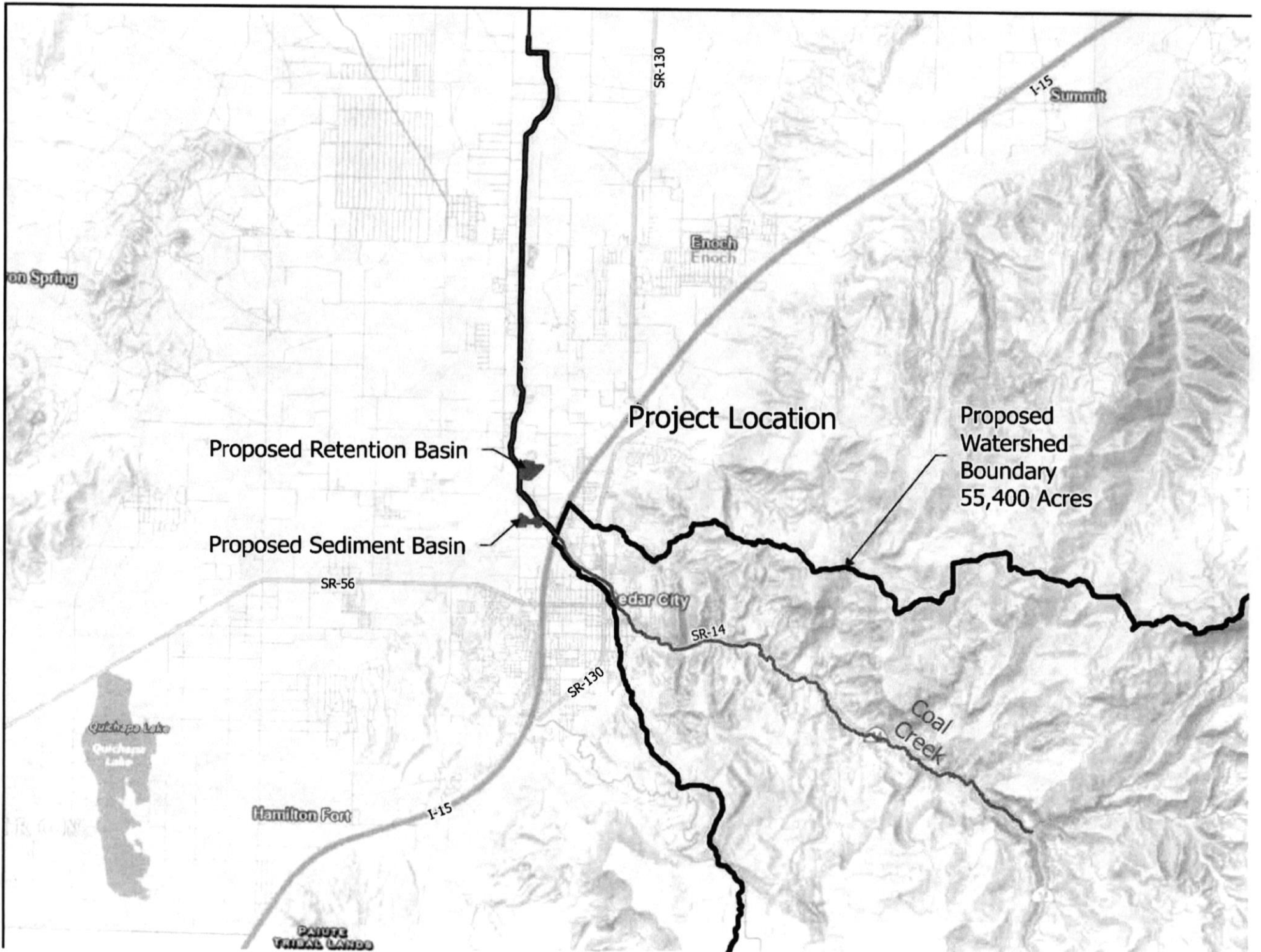
3600 W

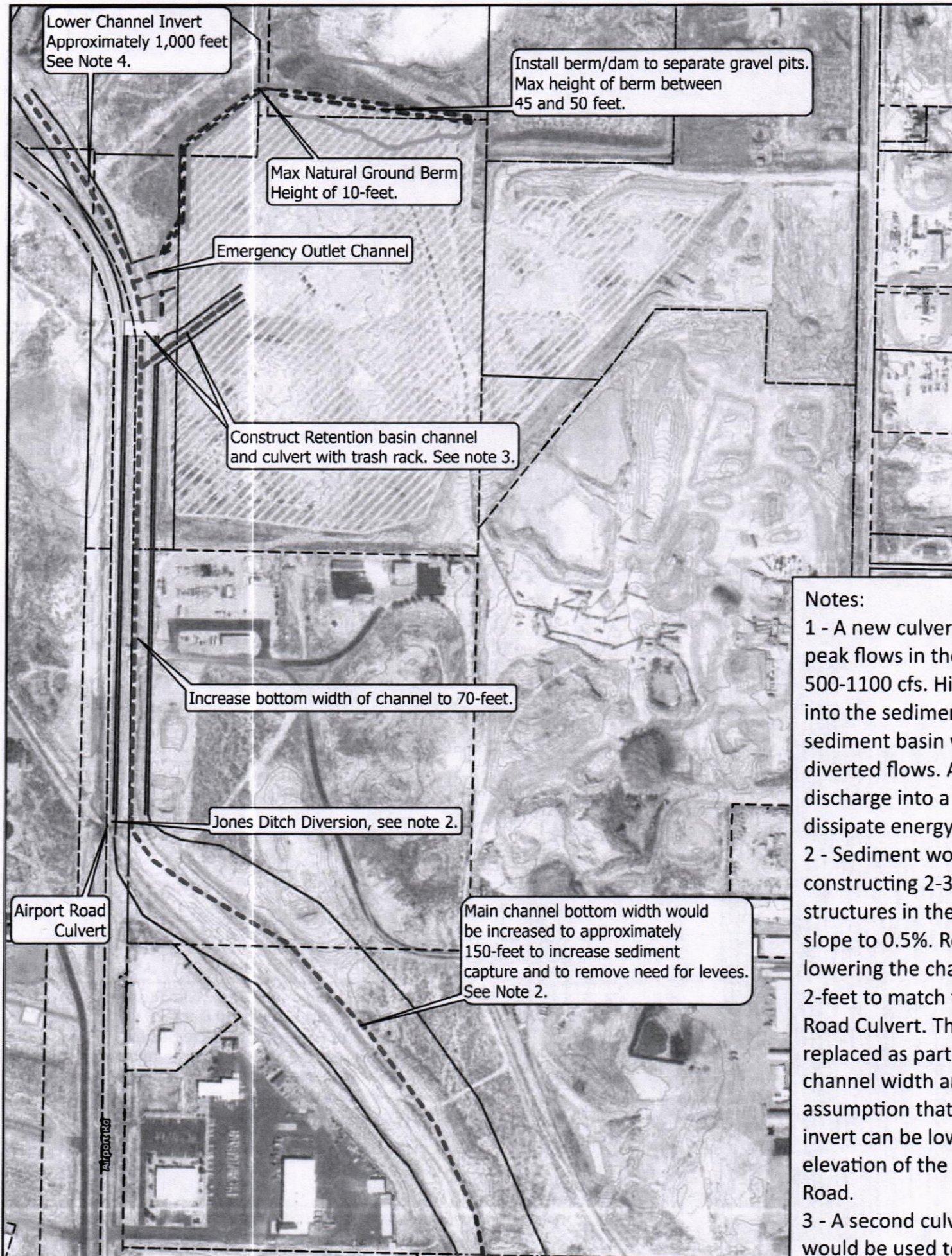
3525 W

3425 W

3375 W







Lower Channel Invert
Approximately 1,000 feet
See Note 4.

Install berm/dam to separate gravel pits.
Max height of berm between
45 and 50 feet.

Max Natural Ground Berm
Height of 10-feet.

Emergency Outlet Channel

Construct Retention basin channel
and culvert with trash rack. See note 3.

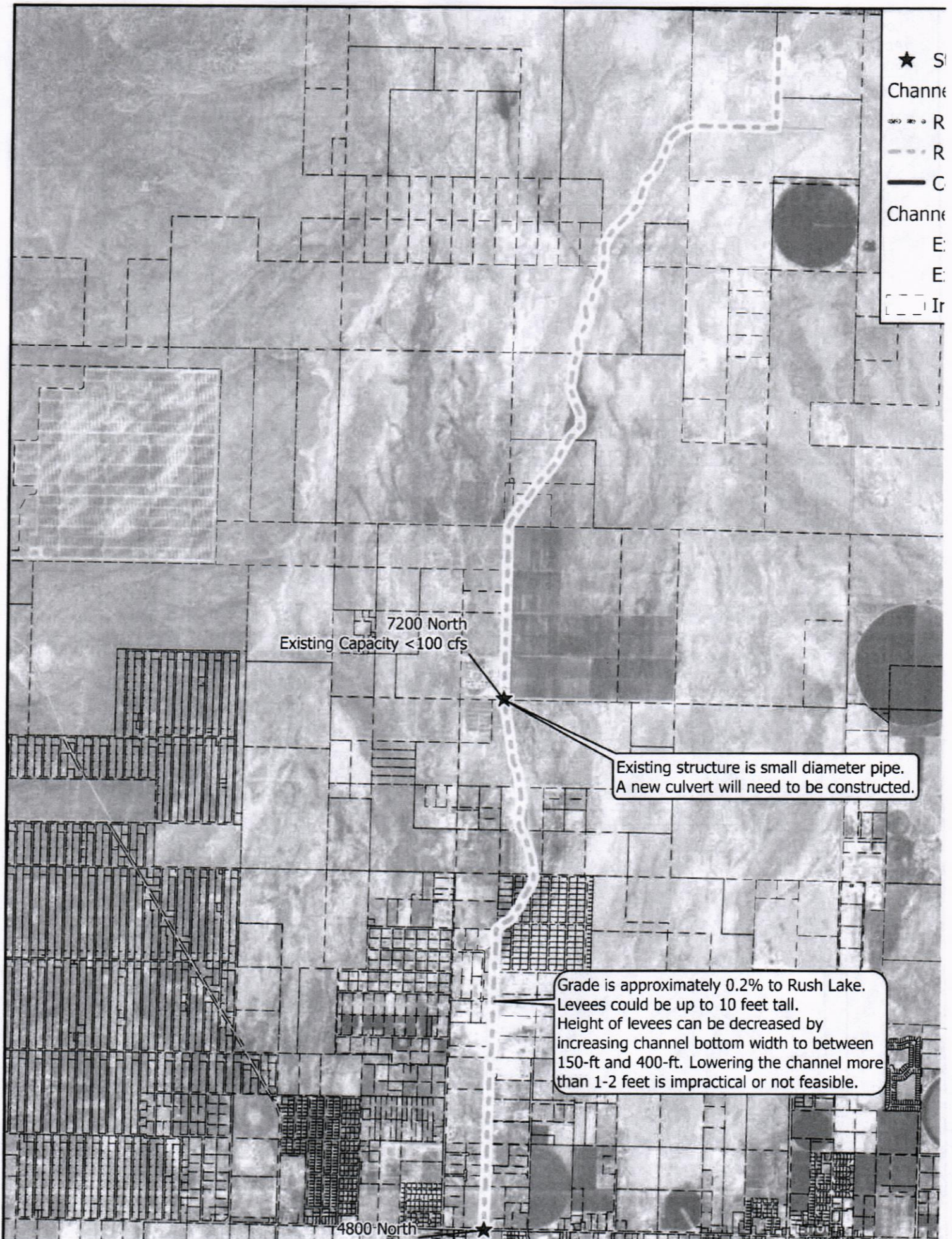
Increase bottom width of channel to 70-feet.

Jones Ditch Diversion, see note 2.

Airport Road
Culvert

Main channel bottom width would
be increased to approximately
150-feet to increase sediment
capture and to remove need for levees.
See Note 2.

Notes:
1 - A new culvert
peak flows in the
500-1100 cfs. High
into the sediment
sediment basin
diverted flows. A
discharge into a
dissipate energy
2 - Sediment work
constructing 2-3
structures in the
slope to 0.5%. Re
lowering the cha
2-feet to match
Road Culvert. Th
replaced as part
channel width an
assumption that
invert can be low
elevation of the
Road.
3 - A second culv
would be used to



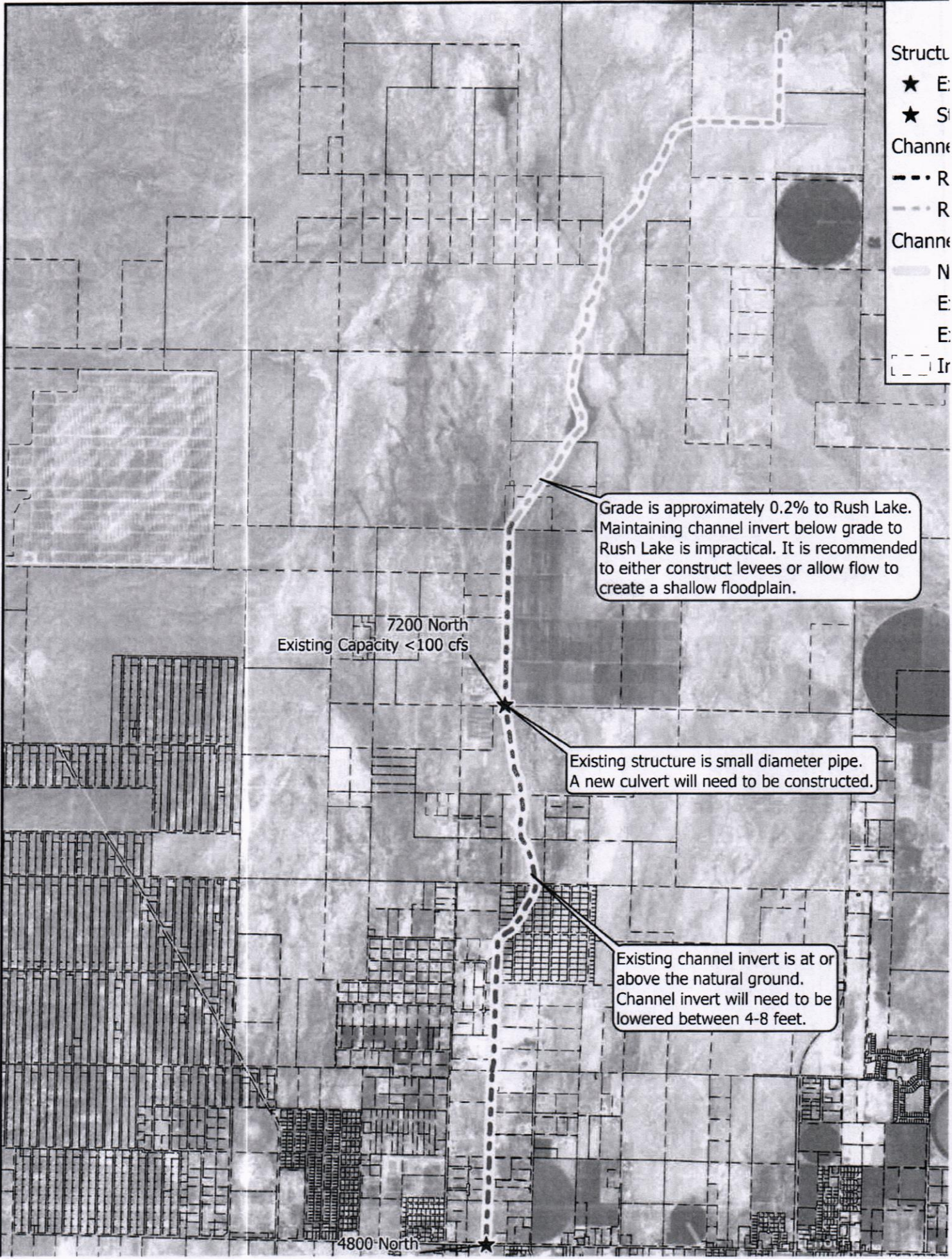
- ★ Structure
- Channel
- Channel
- Channel
- Channel
- E
- E
- Ir

7200 North
Existing Capacity <100 cfs

Existing structure is small diameter pipe.
A new culvert will need to be constructed.

Grade is approximately 0.2% to Rush Lake.
Levees could be up to 10 feet tall.
Height of levees can be decreased by
increasing channel bottom width to between
150-ft and 400-ft. Lowering the channel more
than 1-2 feet is impractical or not feasible.

4800-North ★



- Structu
- ★ E
- ★ S
- Channe
- - - R
- - - R
- Channe
- N
- E
- E
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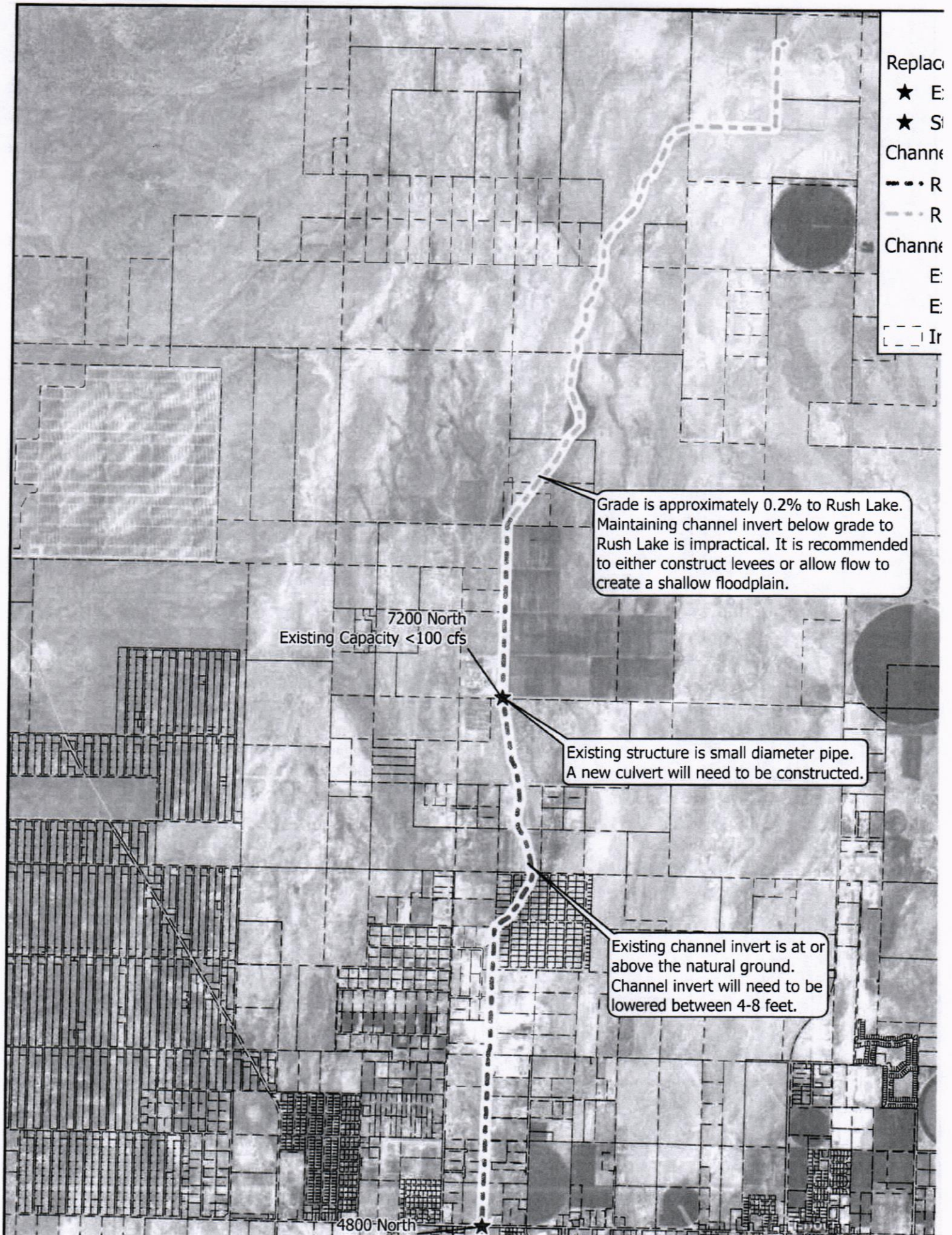
Grade is approximately 0.2% to Rush Lake. Maintaining channel invert below grade to Rush Lake is impractical. It is recommended to either construct levees or allow flow to create a shallow floodplain.

7200 North
Existing Capacity < 100 cfs

Existing structure is small diameter pipe. A new culvert will need to be constructed.

Existing channel invert is at or above the natural ground. Channel invert will need to be lowered between 4-8 feet.

4800 North



- Replac
- ★ E
- ★ S
- Channel
- - - R
- - - R
- Channel
- E
- E
- Ir

Grade is approximately 0.2% to Rush Lake. Maintaining channel invert below grade to Rush Lake is impractical. It is recommended to either construct levees or allow flow to create a shallow floodplain.

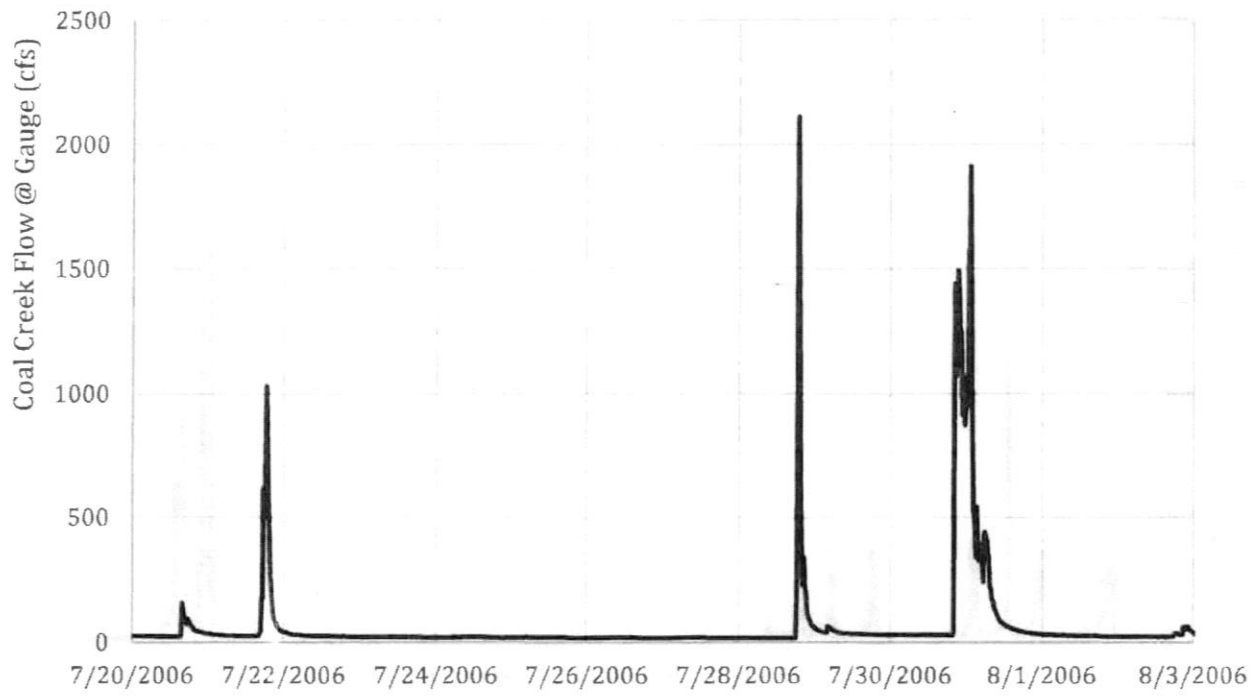
7200 North
Existing Capacity <100 cfs

Existing structure is small diameter pipe. A new culvert will need to be constructed.

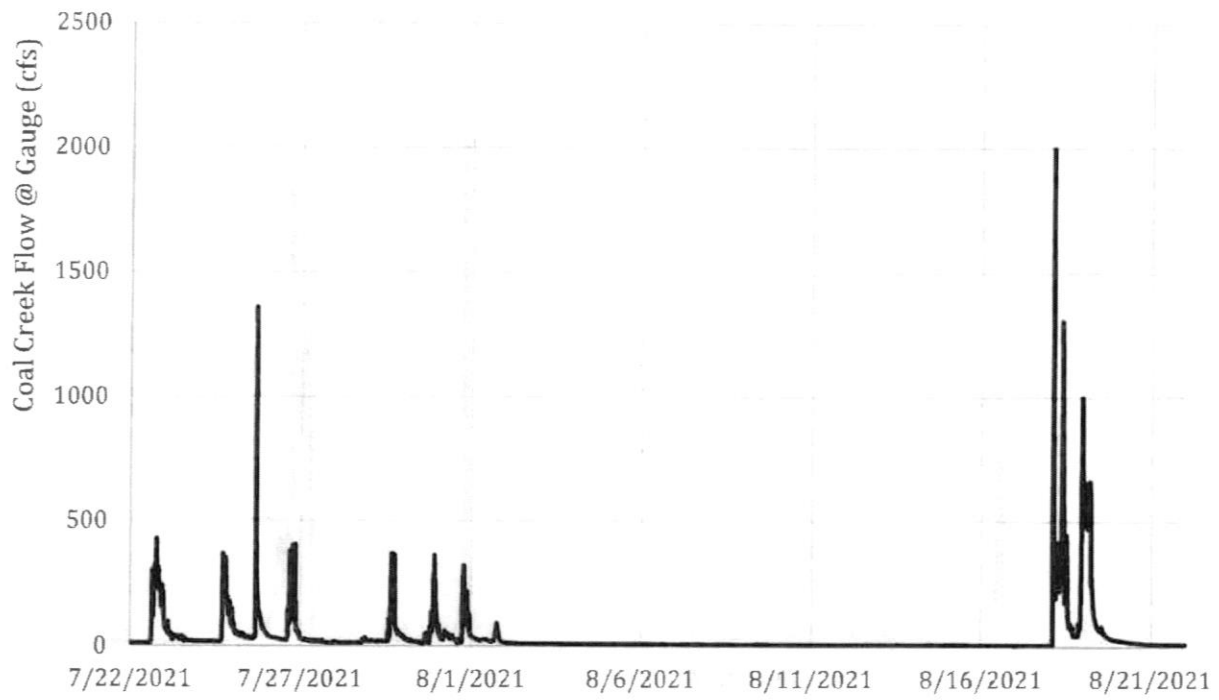
Existing channel invert is at or above the natural ground. Channel invert will need to be lowered between 4-8 feet.

4800-North

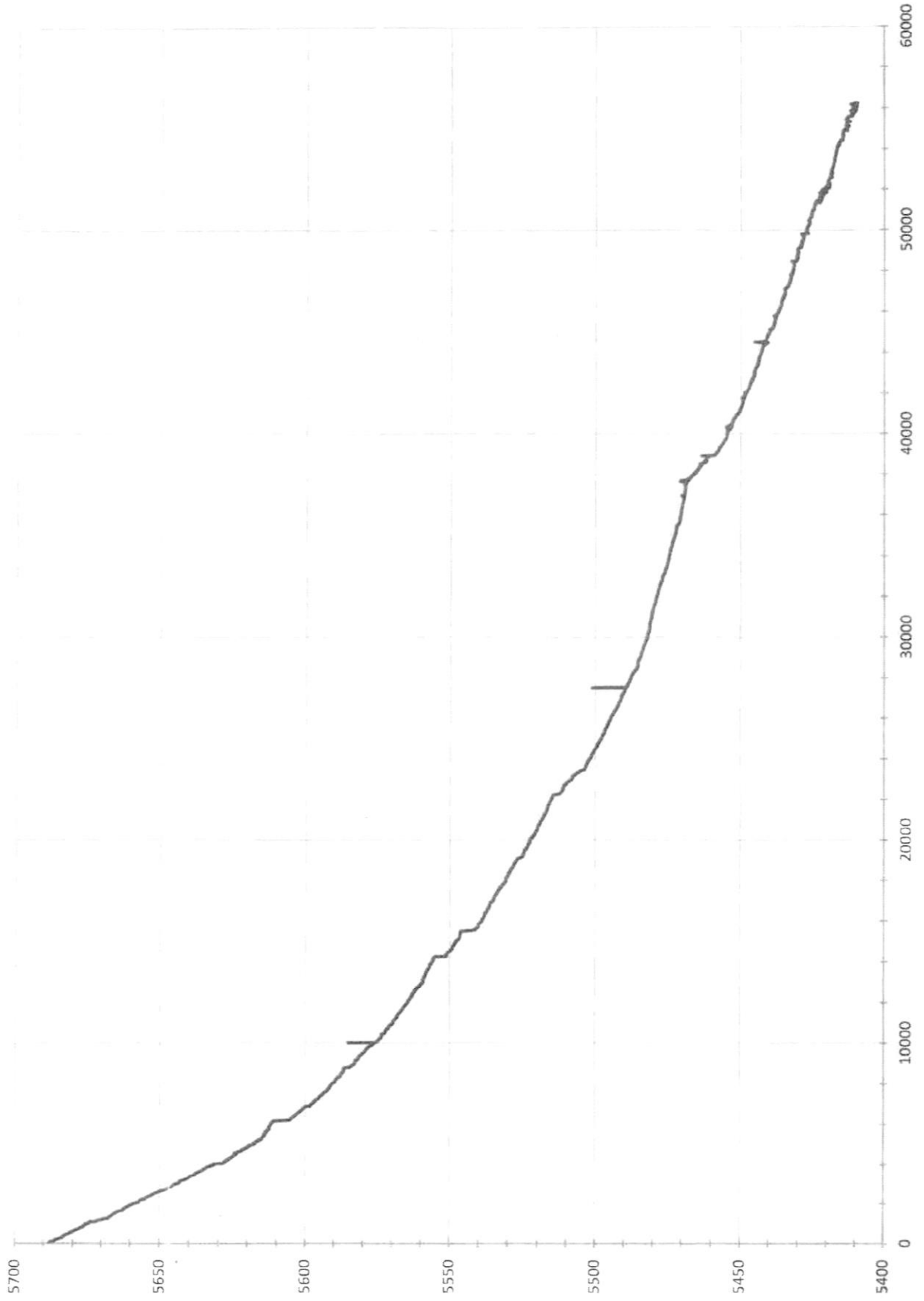
2006 Major Storm Events



2021 Major Storm Events



Existing Lower Coal Creek Channel Profile



CEDAR CITY COUNCIL
AGENDA ITEM - 2

TO: Mayor and City Council

FROM: City Attorney

DATE: November 13, 2023

SUBJECT: Consider certifying and passing an ordinance annexing 41.70 acres of property located at 1225 North 3900 West.

DISCUSSION:

The Eldon Ashdown Living Trust owns the 41.70 acres of property that has been petitioned to be annexed into the City. The property is depicted on the attached map.

The Planning Commission gave this annexation a positive recommendation. City staff has verified that the above-named entity owns the property proposed for annexation, and an approved trustee has voluntarily signed the annexation petition. The City Council accepted the petition to annex on September 13, 2023. Notice pertaining to this annexation was posted, and no protest was received. The next and last step is to certify the petition through ordinance and file the appropriate paperwork with the Governor's office for recording.

Please consider whether to certify this petition to annex by passing the proposed ordinance.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL ANNEXING APPROXIMATELY 41.70 ACRES OF PROPERTY LOCATED IN THE VICINITY OF 1225 NORTH 3900 WEST INTO THE CORPORATE LIMITS OF CEDAR CITY, UTAH, AND AMENDING THE OFFICIAL ZONING MAP OF CEDAR CITY TO ZONE THE PROPERTY ANNEX TRANSITION (AT)

WHEREAS, on May 24, 2023, Jon Ashdown, a trustee of the Eldon Ashdown Living Trust, petitioned the City Council for approval of an annexation into the Cedar City limits. The petition and plat map are attached as Exhibit A; and

WHEREAS, the Property is approximately 41.70 acres in size and is located in the vicinity of 1225 North 3900 West. The legal description of the property is attached as Exhibit B; and

WHEREAS, the Property is included within the Cedar City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing, and voted to forward a positive recommendation for this proposed annexation to the City Council; and

WHEREAS, the annexation application and submittal documents are deemed complete; and

WHEREAS, the Cedar City Council accepted the petition for annexation on September 13, 2023; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403(2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code; and

WHEREAS, the City Recorder had public notice posted pursuant to Utah State law, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests were received as defined by Utah Code Annotated 10-2-407(1) within the 30-day protest period; and

WHEREAS, an Annexation Memorandum of Understanding for the Availability and Providing of City Services, sets forth further terms and conditions of the Annexation, is herein included as Exhibit C; and

WHEREAS, the Council finds that the Property is zoned Annex Transition (AT); and

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the Property is hereby annexed into the corporate limits of Cedar City, Utah. The Property so annexed shall enjoy the privileges of Cedar City and shall be subject to all City levies and assessments. The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance. The City staff is hereby directed to make the necessary changes to the City's zoning map, zoning the property Annex Transition (AT).

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of November, 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance _____.

* Received 5/24/2023 *
25.

PETITION FOR ANNEXATION

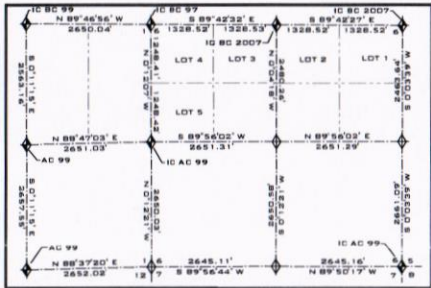
**TO THE CITY RECORDER OF CEDAR CITY, MUNICIPAL CORPORATION OF THE
STATE OF UTAH:**

The Petition of the undersigned owners of real property hereinafter more particularly described, do hereby present this Petition for Annexation of the said real property into the corporate limits of the City of Cedar City, Utah, and respectfully represent as follows:

1. That they are the owners of the real property in the territory lying contiguous to the present corporate limits of the city of Cedar City, in Iron County, State of Utah.
2. That the undersigned Petitioners constitute a majority of the owners of the said real property, and at least 1/3 of the value of all private real property within the area proposed for annexation, and that they desire to have such property annexed to the City of Cedar City, Utah and become a part thereof.
3. That attached hereto is an accurate plat or map of such territory to be so annexed, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the city of Cedar City, Utah, and which plat or map has been prepared by Rosenberg Associates, competent and duly licensed engineers and surveyors.
4. That the territory to be so annexed is shown on the annexation plat attached hereto and is more particularly described as follows:
(MUST ATTACH LEGAL DESCRIPTION AS EXHIBIT "A")
5. The petitioner designated as the contact sponsor is Jon Ashdown, at 492 51840

***** AT THE SAME TIME THE PETITION IS FORMALLY FILED WITH THE CITY,
THE FOLLOWING MUST TAKE PLACE:**

- 1. A MYLAR MUST BE FILED**
- 2. WRITTEN NOTICE BY THE PETITIONER MUST BE SENT TO EFFECTED ENTITIES.**
- 3. VERIFICATION THAT THE REQUIRED NOTICES WERE SENT MUST BE FILED WITH THE PETITION.**



SECTION BREAKDOWN
A PORTION OF SECTION 1, TOWNSHIP 36 SOUTH,
RANGE 12 WEST &
SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST,
SALT LAKE BASE & MERIDIAN

ELDON ASHDOWN ANNEXATION

FOR
L.R. NELSON CONSULTING ENG.
L.L.C.

6765 WEST RUSSELL ROAD, SUIT 200
LAS VEGAS, NEVADA 89118

CEDAR CITY, IRON COUNTY, UTAH
PORTIONS OF THE N.E. 1/4 OF SECTION 1,
THE N.W. & N.E. 1/4 SECTION 6,
T.36S., R.12W., S.L.B.&M.

08/22/2023

2nd Review

APPROVED WITH CONDITIONS

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 25, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSES ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREIN IN ACCORDANCE WITH SECTION 17-25-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. THAT I HAVE PREPARED THIS ANNEXATION PLAN AND THAT THIS PLAN CORRECTLY REPRESENTS THE ANNEXATION BOUNDARIES TO BE ADOPTED BY THE CEDAR CITY COUNCIL.



DATE: 9-13-23

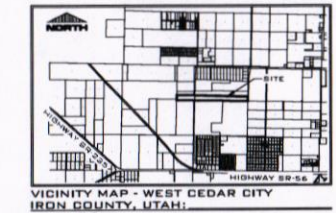
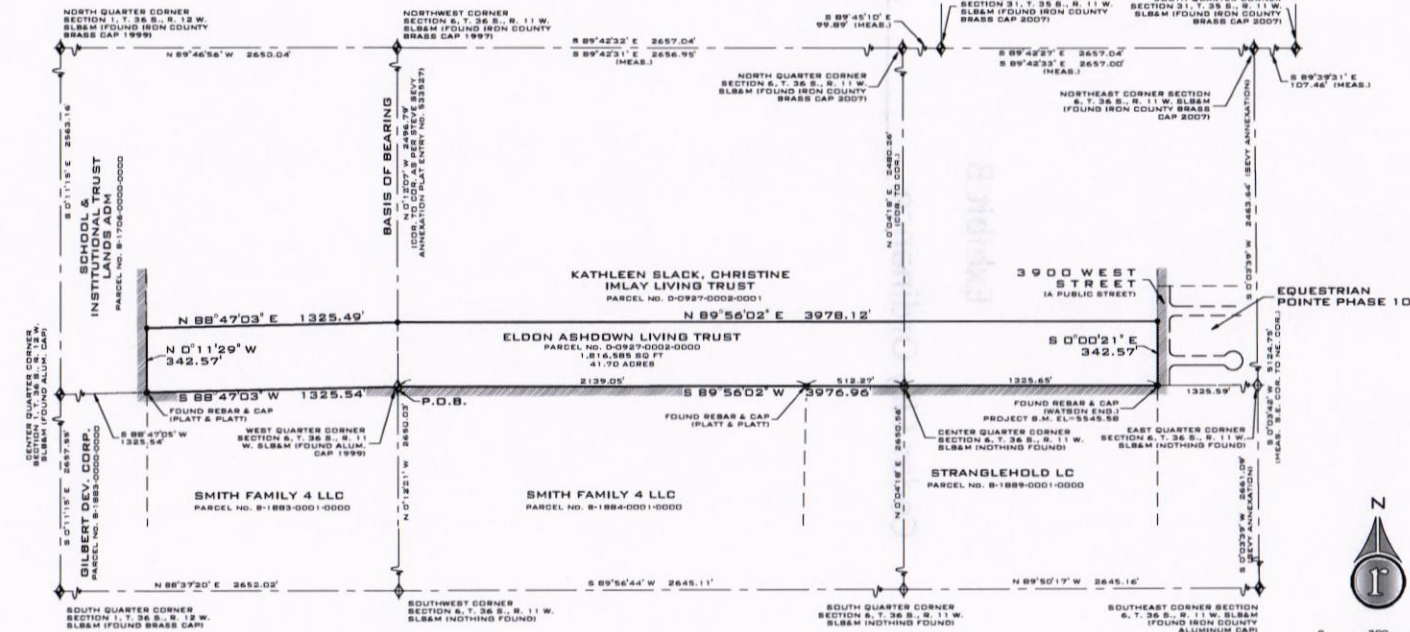
BRANDON E. ANDERSON CERTIFICATE NO. 4938716

ANNEXATION DESCRIPTION:

BEGINNINGS AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE SOUTH 88°47'03" WEST 1,325.54 FEET ALONG THE CENTER EAST-WEST LINE SECTION 1, TOWNSHIP 36 SOUTH, RANGE 12 WEST, S.L.B.&M.;
THENCE NORTH 00°1'12" WEST 342.57 FEET;
THENCE NORTH 88°47'03" EAST 1,325.09 FEET TO THE WEST LINE SAID SECTION 6;
THENCE NORTH 00°56'02" EAST 3,976.12 FEET TO THE EAST 1/16TH LINE SAID SECTION 6;
THENCE SOUTH 00°00'02" EAST 342.57 FEET ALONG SAID EAST 1/16TH LINE TO THE CENTER LINE SAID SECTION 6;
THENCE SOUTH 88°47'03" WEST 3,976.96 FEET ALONG SAID CENTER LINE SECTION 6 TO THE POINT OF BEGINNING.
CONTAINING 1,016,585 SQUARE FEET OR 41.70 ACRES.

ANNEXATION NOTES:

- EXISTING DRAINAGE DITCHES ARE LOCATED IN THAT PART OF 3900 WEST STREET BELONGING TO EQUESTRIAN POINTE PHASE 10 SUBDIVISION. EXISTING DRAINAGE DITCHES SHALL PASS THROUGH THE SUBJECT PARCEL PARALLEL TO AND JUST WEST OF THE WEST LINE OF SECTION 6.
- WATER - EXISTING WATER LINE IS LOCATED IN 3900 WEST STREET IN THE EQUESTRIAN POINTE SUBDIVISION.
- STREETS - PROPERTY IS CURRENTLY ACCESSED FROM 3900 WEST STREET.
- DRAINAGE - PROPERTY DRAINS WEST. AN EXISTING 36" STORM DRAIN LINE RUNS THE LENGTH OF THE PROPERTY JUST INSIDE THE NORTH LINE AND FLOWS TO THE WEST.
- FUTURE IMPROVEMENTS WILL BE INSTALLED AS PER CEDAR CITY MASTER PLANS AND FUTURE DEVELOPMENTS.
- PROPOSED ZONE FOR THE ANNEXATION IS TO BE _____.
- THE OWNERS OF THE SUBJECT PROPERTY ARE ELDON AND ELIZABETH ASHDOWN.



LEGEND:

- SET CORNER - SUB & 20' REBAR & PLASTIC CAP - ROSENBERG ASSOCIATES
- FOUND AS NOTED
- NOTHING SET OR FOUND
- ◇ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED
- ◇ SECTION MONUMENTATION (NOT FOUND)
- PROPOSED ANNEXATION BOUNDARY
- EXISTING CITY BOUNDARY



SHEET 1 OF 1

ROSENBERG ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS

382 EAST RIVERSIDE DRIVE, SUITE A-2, ST. GEORGE, UTAH 84790
PH: (435) 673-8886 FAX: (435) 673-8937 WWW: RACVIL.COM

ASHDOWN ANNEX. FILE NUMBER	09/13/2022	C.D.A. SIGN
13409-23 JOB NUMBER	1" = 300' SCALE	S.E.A. CHECKED

DEPUTY IRON COUNTY SURVEYOR APPROVAL

I, HEREBY VERIFY THAT I HAVE EXAMINED AND APPROVE THIS ANNEXATION PLAN.

DEPUTY IRON COUNTY SURVEYOR _____ DATE _____

CITY ENGINEER APPROVAL

I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SURVEYING PLAN AND HEREBY RECOMMENDS APPROVAL ON THE ____ DAY OF _____, 20__.

CITY ENGINEER OF CEDAR CITY _____

CITY ATTORNEY APPROVAL

I, _____, CITY ATTORNEY FOR CEDAR CITY, CORPORATION, CERTIFY THAT I HAVE EXAMINED THIS ANNEXATION PLAN AND RECOMMEND IT TO THE CEDAR CITY CITY COUNCIL FOR APPROVAL, THIS THE ____ DAY OF _____, 20__.

CITY ATTORNEY CEDAR CITY _____

PLANNING COMMISSION APPROVAL

I, _____, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAN, HAS BEEN APPROVED BY SAID COMMISSION AND I HEREBY RECOMMEND TO THE CITY COUNCIL FOR APPROVAL ON THE ____ DAY OF _____, 20__.

CHAIRPERSON _____

CERTIFICATE OF ACCEPTANCE

I, DARTH GREEN, MAYOR OF CEDAR CITY, DO HEREBY CERTIFY THAT THIS ANNEXATION PLAN, HAS BEEN APPROVED BY THE CEDAR CITY COUNCIL AND HEREBY ORDER FILED FOR RECORDING IN THE OFFICE OF THE IRON COUNTY RECORDER ON THE ____ DAY OF _____, 20__.

CITY RECORDER - BRENDA SAVAGE MAYOR - DARTH GREEN
CITY OF CEDAR CITY CITY OF CEDAR CITY

CERTIFICATE OF RECORDING

FILED AT THE REQUEST OF: _____

ENTRY NO: _____ DATE: _____

FEES: _____ TIME: _____

BOOK: _____ PAGE: _____

CARRI JEFFERS IRON COUNTY RECORDER

Exhibit B

Cedar City Ordinance _____.

ANNEXATION DESCRIPTION

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 88°47'03" WEST 1,325.54 FEET ALONG THE CENTER EAST-WEST LINE SECTION 1, TOWNSHIP 36 SOUTH, RANGE 12 WEST, S.L.B.&M.;

THENCE NORTH 00°11'29" WEST 342.57 FEET;

THENCE NORTH 88°47'03" EAST 1,325.49 FEET TO THE WEST LINE SAID SECTION 6;

THENCE NORTH 89°56'02" EAST 3,978.12 FEET TO THE EAST 1/16TH LINE SAID SECTION 6;

THENCE SOUTH 00°00'21" EAST 342.57 FEET ALONG SAID EAST 1/16TH LINE TO THE CENTER LINE SAID SECTION 6;

THENCE SOUTH 89°56'02" WEST 3,976.96 FEET ALONG SAID CENTER LINE SECTION 6 TO THE POINT OF BEGINNING.

CONTAINING 1,816,585 SQUARE FEET OR 41.70 ACRES.

Exhibit C

Cedar City Ordinance _____.

ANNEXATION
MEMORANDUM OF UNDERSTANDING
FOR
THE AVAILABILITY AND PROVIDING OF CITY SERVICES

ANNEXATION NAME: ELDON ASHDOWN ANNEXATION

ANNEXATION AREA:

41.70 ACRES

ANNEXATION LOCATION: West of 1225 North and 3900 West (A PORTION OF SECTION 1, TOWNSHIP 36 SOUTH, RANGE 12 WEST & SECTION 6, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN)

This memorandum of understanding describes the availability and requirements to provide the basic City services to the Annexation Area. It is clearly understood that this is a general statement of the availability and requirements to provide services relative to this annexation area. Cedar City Corporation may require additional improvements in the process of the development and reserves the right to do so.

DESCRIPTION OF SERVICES

1. **WATER:** Water is available at the intersection of 1225 N and 3900 West
2. **SEWER:** Sewer is available western side of the subject property in the 4500 West alignment.
3. **DRAINAGE:** The property slopes from east to west with an overall slope 0.5%
4. **ACCESS:** Provided on the east side of the subject property off of 3900 West.
5. **FIRE:** Please reach out to the Cedar City Fire Department regarding the language below. All development shall conform to the currently adopted International Fire Code and International Building Code. Fire apparatus access roads shall be provided and maintained. Required access roads shall extend to within 150 feet of all portions of buildings and all exterior walls as measured by an approved route around the exterior of buildings hereafter constructed. Security gates across fire department access roads shall be approved by the fire code official and shall have an approved means of emergency operation. The grade of fire department access roads shall not exceed 10 percent. An approved water supply capable of supplying the required fire flow shall be provided.

Developments within Cedar City's designated Wildland Urban Interface areas shall conform to the Utah Wildland Urban Interface Code as adopted by Cedar City Corporation.

Developments located outside of a 5-mile radius from a city fire station may be

classified as class 10 -unprotected, by the Insurance Services Office (ISO). While the fire department will provide fire protection in such areas, insurance rates are likely to be greater than those located within the city's ISO class 4 protection classification.

6. **POLICE:** The annexed property in within the area presently served by the Cedar City Police Department.

APPROVALS:

Mike Shurtz *Mike Shurtz*

CEDAR CITY FIRE DEPARTMENT

Darin M. Adams *Darin M. Adams*

CEDAR CITY POLICE DEPARTMENT

Jonathan Stathis *Jonathan Stathis*

CEDAR CITY ENGINEERING DEPARTMENT

Jon Ashdown

PROPERTY OWNER

Eng/forms/annexation MOU blank

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 3
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider applying for UDOT Technical Planning Assistance funding for the Old Highway 91 to Summit Frontage Road underpass project.**

Discussion: Cedar City's Transportation Master Plan shows a future underpass to be constructed underneath I-15 to connect Old Highway 91 to the Summit Frontage (refer to exhibit on next page). This project will provide an alternate route for vehicles traveling from Enoch to Cedar City. The North Interchange and intersection at 3000 North & Minersville Highway are experiencing traffic congestion. This underpass project will allow vehicles to bypass those areas and provide an alternate route. Rob Dotson, Enoch City Manager, reached out to see if Cedar City would be willing to partner on the grant application, along with Iron County, since this underpass project would benefit all 3 entities.

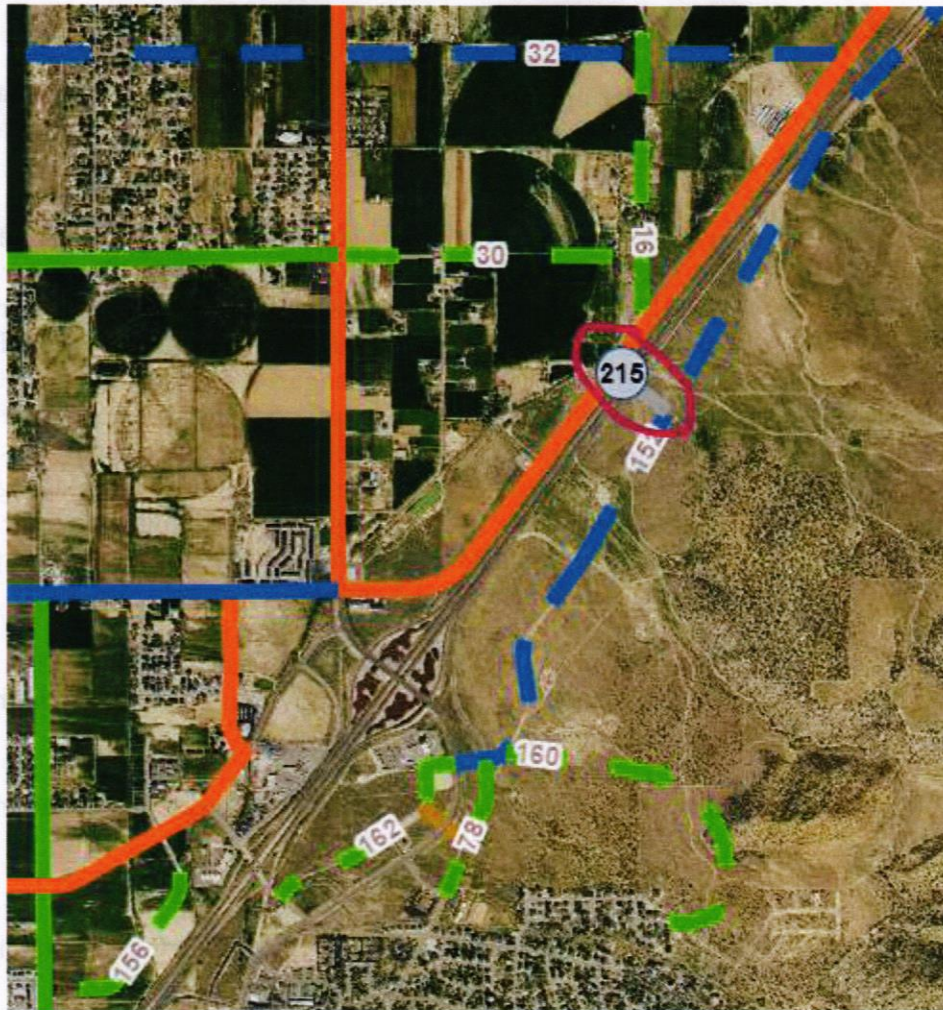
The first step in the process to obtain federal funding for this type of project is to do an in-depth study. It is anticipated that the study will include the following items:

- Study the underpass and study the corridor from Summit to Cedar City;
- Perform traffic modeling and forecasting;
- Analyze various alternatives; and
- Prepare cost estimates to determine a preferred solution.

The funding opportunity is being offered through the UDOT Technical Planning Assistance (TPA) program and applications are due by December 7th. Refer to the attached Call for Applications. If awarded, this grant program requires a 6.77% match from the local community. The cost of the planning study is anticipated to be approximately \$150,000 with matching funds in the amount of \$10,155. This match would be split 1/3 each between Cedar City, Enoch City, and Iron County. Cedar City's portion would be approximately \$3,385. The Engineering Department has funds

available in its Professional & Technical Services budget that could be used to cover the cost of the City's matching portion.

Please consider whether to apply for the UDOT TPA grant and direct staff accordingly. Thank you for your consideration.





UDOT Technical Planning Assistance Call for Applications

Apply for Funding

October 2023

The Utah Department of Transportation (UDOT) is issuing a call for applications for its Technical Planning Assistance (TPA) program. TPA program funds are made available to local governments in Utah on a competitive basis for the purpose of developing plans and carrying out studies related to land use and transportation. It is anticipated that \$1,500,000 in technical planning assistance funding will be available for State fiscal year 2025 (July 2024 - June 2025).

Please read through this entire announcement carefully before submitting an application.

Eligible Applicants

The following entities within the state of Utah may apply for TPA funds:

- Municipalities
- Counties
- Townships
- Multi-jurisdictional groups of local governments
- MPOs, RPOs and AOGs (representing groups of communities in their regions)

Eligible Projects

Plans, studies or analyses related to land use and/or transportation are eligible for funding, including but not limited to:

- Community Visioning Projects
- Transportation Master Plans
- Active Transportation & Multimodal Plans
- Corridor Plans & Solutions Development Processes
- General Plans
- Zoning/Subdivision Code Updates
- Small Area Land Use/Transportation Plans
- Economic Development Plans/Studies

Non-Eligible Projects

Project phases such as land acquisition, engineering, and capital investment are not intended to be pursued through the TPA Program.

Program Goals

The goals of the TPA program are:



1. Integrate land use and transportation planning

2. Maximize the value of investment in public infrastructure

3. Increase travel options to optimize mobility

4. Create communities with opportunities to live, work, and play

Applications that clearly demonstrate how their project aligns with these goals will fare better in the evaluation process than those that do not.

Matching Funds

A minimum local match of 6.77% is required. However, if a community can demonstrate a hardship that prevents it from providing the required match, this requirement may be waived in whole or in part at UDOT's discretion. *The amount of local match proposed is a consideration in funding award decisions.*

Project Management

Local governments will generally be responsible for all aspects of project management, including procuring any necessary consulting services, paying invoices, ensuring that the work completed is in line with the approved project scope, and adopting any finished products (as applicable).

Coordination with Other Technical Assistance Programs

UDOT coordinates its application process for the Technical Planning Assistance (TPA) program with the Wasatch Front Regional Council's (WFRC) [Transportation and Land Use Connection \(TLC\)](#) program and Mountainland Association of Governments' (MAG) [Technical Assistance to Governments \(TAG\)](#) program. These programs share the same application form and the same application deadline. Therefore, communities wishing to apply to the TPA, TLC and/or TAG programs in the same year need only submit one application. Projects that are not selected for a TLC or TAG award may still be considered for a TPA award.

How to Apply

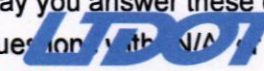
To apply for TPA funding, please fill out an application online using [this link](#). If you begin entering information into the application form, you may not be able to save it for later completion. If you would like to prepare your application responses in advance, [this spreadsheet](#) contains all of the application questions.

Application Deadline

Applications are due by December 7th, 2023 at 11:59 p.m. Applications submitted after the deadline will not be considered for an award. It is therefore strongly recommended to submit your application well in advance of the deadline. If you experience technical difficulties in submitting your application, please reach out to the UDOT contacts at the bottom of this notice.

Tips for Strengthening Your Application

- Please remember that those evaluating your application will typically have little to no previous knowledge about your proposed project. This makes it vital that your answers to the application questions are complete and provide sufficient detail to clearly communicate what the project's objectives are, why the project is needed, how it aligns with the TPA program goals, what benefits it will provide to the community, and so forth.
- Each of the application questions are meant to help you completely explain your project. You don't need to write lengthy, expansive answers; in fact, short but thoughtful answers are often better. However, do give each question some thought as they are there to make sure program objectives are being met, and the

way you answer these questions will impact how your application is scored. Responding to application questions with "None" is usually not a good response.  UDOT Technical Planning Assis... Apply for Fundin

- It is strongly recommended that you coordinate with the applicable [UDOT Region Planning Manager](#) for your area before submitting your application. This step is not required, but doing so will allow them to provide helpful feedback to strengthen your application.
- Before submitting your application, make sure that you have calculated the correct local match amount. Matching funds are calculated by multiplying the total project budget (not the amount of TPA funds being requested) by the match percentage. For example, a project with a total budget of \$100,000 and committing the minimum match amount of 6.77% would have a local match of \$6,770, with TPA funds making up the remaining \$93,230. If your application is committing only the minimum match, please do not round down when calculating the amount. A calculation error will not automatically disqualify you, but UDOT may need adjust the match amount to meet the minimum if your project is selected.

Questions

If you have questions or run into technical difficulties during the application process, please contact one of the following:

Travis Hair

Emerging Areas Project Manager

801-410-0254

thair@utah.gov

Jordan Backman

Urban Planning Manager

253-508-2383

jbackman@utah.gov

CEDAR CITY COUNCIL

AGENDA ITEM – 4+5

TO: Mayor and City Council
FROM: City Attorney
DATE: November 13, 2023
SUBJECT: Changing 2175 West to Happy Factory Lane.

DISCUSSION:

Donna Cooley and Neal Smith with the Happy Factory have requested that the street name of “2175 North” be changed to “Happy Factory Lane.” During the discussion with the Planning Commission, Mr. Smith indicated they did not intend to eliminate 1225 North. Rather, they want to add “Happy Factory Lane” as a second name with the “Happy Factory Lane” sign being installed below the 2175 West sign. They compared it to the setup on Freedom Blvd/200 North.

Please note that they have requested that the sign follow the design of their company logo rather than the font and design of a regular street sign. The requested design is attached. This will require a variance from Engineering Standard R11, which is also attached.

City Ordinance 31-1 pertains to street name changes.

Section 31-1 Names Of Streets

All streets situated within Cedar City shall be known by the names and numbers by which they are designated in the official Street Naming and Numbering Plat of Cedar City filed in the office of the City Recorder and in the office of the County Recorder of Iron County, unless such names shall be changed by Ordinance.

AMENDED BY CEDAR CITY ORDINANCE No. 1001-08-2

The proposed renaming of 2175 West to Happy Factory Lane was given a positive recommendation by the Planning Commission (see the minutes attached) with a unanimous vote.

In order to change the name of a city street, 31-1 states that the City must pass an ordinance directing the change. I have prepared and attached one for your consideration should you choose to rename 2175 West to add Happy Factory Lane.

2. Street Name Change/
Addition
(Recommendation)

896 N 2175 W
Happy Factory Lane

Smith/Cooley

Neal Smith: I have Tim McGuire with me. He is the facilities manager. We think it would be appropriate with what the Happy Factory does to add Happy Factory Lane to the street sign. There are 6 addresses on that street. I have talked with the Fire Department and Mayor. We have talked to all the property owners. It would still be 896 N 2175 W. It wouldn't change anything with addresses. It would be like Freedom Blvd or put it underneath.

Hahn: For staff, what rules do we have to follow.

Jonathan: Showed visual of city standard. If there is a name in addition to the number, the name is in smaller letters, under the numbers. This is how the street sign would have to be to meet the requirements. It needs to go through the process and to City Council. They would have to get a variance to use that exact font that their exhibit shows.

Hahn: Freedom Blvd doesn't adhere to the standard.

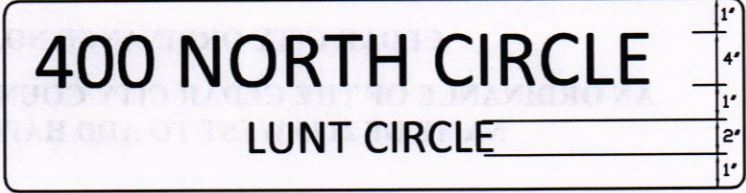
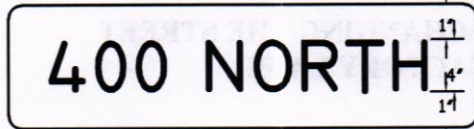
Jonathan: There was a proposal several months ago for Red Peak Way. That was denied by the City Council.

Carter: The situation was a little different. They put in the street, and City Council still denied it. They said we don't give businesses road names.

Isom: I have no problem with it below the coordinates.

Neal: Happy Factory is an unusual place that isn't like a business.

Councilmember Isom motions for a positive recommendation for the name change and addition; Jett seconds; all in favor for unanimous vote.



SINGLE LINE SIGN 6"

N.T.S.

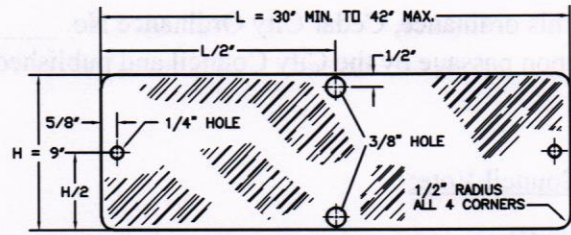
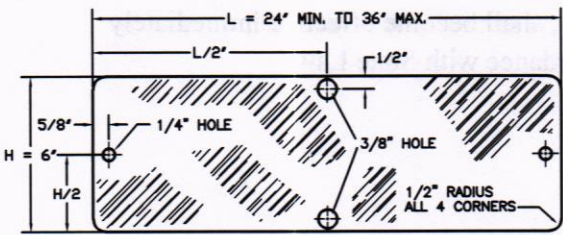
DOUBLE LINE SIGN 9"

N.T.S.

NOTES:

1. SIGN FACE SHALL BE WHITE LETTERS ON GREEN (RED FOR STOP SIGNS) BACKGROUND 100% HIGH INTENSITY GRADE REFLECTIVE SHEETING BOTH LETTERS AND BACKGROUND
2. ALL LETTERS SHALL BE UPPER CASE. ALL LETTERS AND NUMBERS SHALL CONFORM TO THE HEIGHT, WIDTH AND STROKE WIDTH, AND SPACING, AS PER U.S. DEPARTMENT OF TRANSPORTATION PUBLICATION "STANDARD ALPHABETS FOR HIGHWAY SIGNS".
3. SERIES LETTERS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS AS DETERMINED BY CLASS OF SIGN CALLED FOR.
4. DOUBLE LINED SIGNS ARE USED FOR STREETS HAVING BOTH NUMBERS AND NAMES. THE STREET NUMBER SHALL BE THE PRIMARY COPY.

SIGN CLASS	SIGN LENGTH	PRIMARY COPY	SUFFIX COPY
SINGLE LINE 6"	24"	4" C, D SERIES	
	30"	4" C, D SERIES	
	36"	4" A, B, C, D SERIES	
DOUBLE LINE 9"	30"	4" C, D SERIES	2" C SERIES
	36"	4" C, D SERIES	2" C SERIES
	42"	4" A, B, C, D SERIES	2" C SERIES



SINGLE LINE SIGN 6"
ALUMINUM BLANK

N.T.S.

DOUBLE LINE SIGN 9"
ALUMINUM BLANK

N.T.S.

NOTE:

1. 6061 - T6 HEAT TREATED HIGH TENSILE DEGREASED AND ALODINE 1200 FINISH. THICKNESS TO BE 12 Ga. FOR 6" BLADE AND 10 Ga. FOR 9" BLADE.

SHEET NO.
R11
FILE:
R11

STREET SIGN FACE

REVISIONS		
DATE	DESCRIPTION	BY

CEDAR CITY
10 NORTH MAIN STREET
CEDAR CITY, UTAH 84700
PH. (435) 586-2963

SCALE:
N.T.S.
DRAWN:
T.B.M.

DATE:
7/2021
CHECKED:
J.A.S.

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE OF THE CEDAR CITY COUNCIL CHANGING THE STREET
NAME OF 2175 WEST TO ADD HAPPY FACTORY LANE**

WHEREAS, Cedar City owns and maintains publicly owned streets throughout the city, and as owner of these streets Cedar City has the legal authority to name or rename these streets; and

WHEREAS, Cedar City has established a uniform system for the naming of such streets; and

WHEREAS, Cedar City ordinance 31-1 authorizes the City to rename name city streets by passing an ordinance giving good cause for the change; and

WHEREAS, a local not-for-profit, The Happy Factory, has requested that 2175 West be renamed to add a secondary name of Happy Factory Lane; and

WHEREAS, the City Council finds good cause for the change because _____
_____ ; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed street name change finds the proposed change to further the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's street ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's 2175 West Street be renamed to add Happy Factory Lane to its name. For official addressing purposes, 2175 West shall remain the primary name.

BE IT FURTHER ORDAINED that City staff utilize the sign design attached as Exhibit A, to the extent reasonably possible, and attach said design to the current street sign as appropriate.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

- Hartley -
- Isom -
- Phillips -
- Melling -
- Riddle -

Dated this _____ day of November, 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance _____.



CEDAR CITY
CITY COUNCIL AGENDA ITEM 6
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider a variance request for portions of the perimeter fence around the Aime Avenue PUD.**

Discussion: Per City Ordinance Section 32-8(D)(6), a six-foot high sight obscuring masonry or composite fence is required on the perimeter of condominium, townhome, attached multi-family, and attached single family residential PUD projects.

The requirement for the perimeter fence along the front can be eliminated under the following conditions:

- The driveways lead directly to an enclosed garage attached to and designed to serve an individual unit.
- Individual driveways shall be separated by a minimum of 6 feet.

This proposal is not able to meet those two requirements. Each driveway leads to a twin home with an accessory dwelling unit (ADU) which would constitute more than one unit. Also, the driveways at the twin homes do not have 6 feet of separation. Refer to the attached Vicinity Plan of Aime Avenue PUD.

Therefore, the applicant is seeking elimination of the sight obscuring fence requirement along the front of the property per City Ordinance Section 32-8(D)(6)(b) as follows:

The sight obscuring fence may be eliminated through City Council approval, along portions of the perimeter which meet at least one (1) of the following minimum requirements:

1. the overall density of the development does not exceed 60% of the allowed density per the underlying zone;
2. the minimum distance of open space between the proposed building units and any adjacent existing or proposed structures is 150 feet; or
3. there are geologic features between existing and or potential development sites that provide for privacy and separation negating the need for privacy and mitigating potential impacts between developments. Geologic features may include

topographical change such as hills, cliffs, and ravens; streams and rivers, and or other areas preserved as open space. Open space areas may include natural and manmade components.

Per the information on the applicant's vicinity plan, the density is less than 60% of the allowed density and the topography of the site consists of excessively sloped hills which limit the developable area. Based on these items, the applicant is requesting that the City Council approve eliminating the fence at the front of the project along Aime Avenue.

Please consider whether to approve the request to eliminate the 6-foot perimeter fence along the front of the Aime Avenue PUD.

CEDAR CITY
CITY COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider a vicinity plan for Aime Avenue PUD, 53 N. Aime Avenue.**

Discussion: The proposed Planned Unit Development (PUD) includes 8 twin home units to be constructed on 1 acre within the R-3-M (High Density) Zone. Unlike many typical proposals, this PUD includes an accessory dwelling unit (ADU) to be located inside each twin home unit. A code analysis of the proposed project has found this to be acceptable, except for two issues:

1. The 6-foot sight obscuring fence does not fully extend around the perimeter in the northwest triangular area of the property. The applicant's proposed remedy is to deed the triangular area to the Southwest Behavioral Health Center. By doing so, the proposed fence location would be in conformance with ordinance. This will need to be done prior to final plat approval.
2. A variance is being requested for elimination of the portion of the sight obscuring fence along the front of the property on Aime Avenue. This request is being handled as a separate agenda item.

The subject proposal received a negative recommendation from the Cedar City Planning Commission for the proposed PUD (refer to the attached minutes). The negative recommendation was due to items that were not in conformance with City ordinance when it was presented to the Planning Commission. Aside from the two issues listed above, all other issues have been resolved with City staff.

Staff recommends that the City Council discuss the subject proposal and direct staff accordingly.

3. PUBLIC HEARING

Vicinity Plan- PUD

53 Aime Avenue

Fausett/ Platt & Platt

(Recommendation)

Aime Avenue PUD

Mike Platt: We are at the point where we need negative approval or approve with conditions. I am not coming back. We are going to City Council. We will get the attorney involved. We can pack units in there, but we aren't planning on it. There are some things that we need to get worked out before the City Council.

Don: There are still concerns. We sent comments, and we got new plans this morning. We are still reviewing whether this is ADUs and if it will work for the parking. Staff have not had time to review. There are quite a few issues. If wasn't for ADU issue, we would probably be moving forward. We still haven't determined whether this is twin homes or town homes. I have not had time to review these in detail. We responded to last set, and received response back today.

Jonathan: Don, Randall and I have talked. The response addressed the responses we had. We haven't had time to make sure it meets ordinance.

Mike: Before it goes to City Council I will make sure responses are adequate.

Randall: For example, you are generally required to have a wall. They are trying to not have a wall. It has gone to Board of Adjustments. What was presented and what was passed where different. We could not approve as it is.

Tom: Can we approve as it is now?

Randall: If you approve it now, it would violate the ordinance. I would hope you would say yes, contingent on a lot of things changing or if you give a thumbs down, he can still take to City Council. If we had time to address the other multiple comments, number 9 was an easy one. There is still a disputed area. Other issues are access, ADU, driveways.

Carter: Have they defined if they are townhomes or twin homes?

Randall: It is nowhere on the plans. Last meeting Twin homes was said, which had never been said previously. You can't grant a variance.

Mike: The property is an easement. It was not purchased. Given as a use easement.

Randall: A private easement cannot override a city ordinance. It can go back to board of adjustments. But they will ask, is it Self-imposed? By law its probably self-imposed. The slope, they didn't create. Easy for the board to grant that variance 5 years ago.

Open public hearing

Jonathan Pyne: I agree it will go to City Council. There are a multitude of issues going on. The developer had the opportunity to build their 8 units and they squandered that. There have been yes men throughout the whole time. It needs to stop. When this was R-3-M I lobbied and got a negative recommendation from City Council. None of the residents were looking at the agenda weekly to attend. Yes, they can build apartments. Obviously they aren't, or they would have.

Closed public hearing

Councilmember Isom motions for negative recommendation the Vicinity Plan; Carter seconds; all in favor for unanimous vote.

**CEDAR CITY
COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET**

TO: Mayor and Council
FROM: Donald Boudreau
DATE: November 8, 2023
SUBJECT: Ordinance Text Amendment- Chapter 26-VI-2 Pertaining to Water Efficient Landscaping

SUMMARY:

As stated in Section 26-VI-1 the purposes of the City's current landscaping requirements are to enhance, conserve, and stabilize property values by encouraging pleasant and attractive surroundings in all zones of the City and thus create the necessary atmosphere for the orderly development of a uniformly pleasant community. Urban landscapes also play many important and positive roles related to storm water management, air quality, urban heat reduction, and soil erosion, while providing recreational opportunities and contributing to the overall wellbeing of city residents.

As Utah faces unprecedented growth, and many years of drought, water supply has become an issue for every community in Utah. According to the state, it is estimated that 60% of residential water use is used for outdoor irrigation and landscape. In an effort to conserve water, the state has incentivized residents and business owners to replace turf with waterwise plants and landscaping.

On February 16, 2023, Cedar City received a letter (attached) from the Department of Natural Resources outlining a rebate of a \$1.50 a square foot for the voluntary removal of turf and the replacement of those areas with water-efficient landscaping. In order to qualify for this incentive the City Council approved Ordinance 0524-23. To date the Department of Natural Resources indicated that there have been numerous applications from Cedar City taking advantage of the rebate program including a large HOA.

DISCUSSION

In September of 2023 the City received additional correspondence from the Department of Natural Resources indicating that a change was required in the ordinance to continue the City's eligibility for the rebate incentive program as a result of SB 118.

The following changes are proposed to meet the incentive requirements:

Water Conservation:

1. The following water-efficient landscape standards shall apply to all new residential developments ~~and residential construction~~:
 - a. ~~The area within the public right of way between the curb and gutter and the sidewalk, otherwise known as the park strip, shall not be landscaped with lawn.~~
 - a. Lawn areas shall not be less than eight feet wide at its narrowest point. No lawn on parking strips or areas less than eight feet in width shall be allowed in any new development.
 - b. Residential lawn areas shall not exceed 50% of the total landscaped area for front and side yards. Lawn limitations do not apply to small residential lots with less than 250 square feet of landscaped area.
2. Other Developments: In new commercial, industrial, institutional, and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

As proposed, the only substantive change pertains to the restriction of turf areas limited to eight feet in width. Previously this only applied to residential developments where now it would apply to all developments. It should be noted that the new law now allows for public property owners including municipalities to participate in the incentive program with exception of parks, golf courses and sod farms.

The proposed changes are only related to new developments, and do not have an impact on existing properties. As shown in the attached minutes, the proposed changes received a positive recommendation from the Cedar City Planning Commission.

Rebate Compliance Review

It should be noted that the proposed language is not mandatory, but as indicated above, is required for the rebate program. The Department of Natural Resources will be responsible for implementation of the program and the review of landscape plans for program eligibility.

CONCLUSION:

Staff recommends that the City Council review the proposed changes and direct Staff accordingly.

2. PUBLIC HEARING

Ordinance Text Amendment Section 26-VI-2
Landscaping for
Water Conservation
(Recommendation)

Don Boudreau

Don: You voted on this back in May. The ordinance change is for water conservation and how much turf is put in commercial and residential. The State (Department of Natural Resources) sent down how they want it changed. It boils down to width of turf. This has to do with the rebate. The only other change is that public agencies can now participate in program. But not parks or golf courses.

Carter: Is this mandated?

Don: No

Carter: But if we don't then we can't participate?

Don: This is for new developments and new homes. If it is a new development the rule applies to you, if you're an old one, the carrot hangs for you to tear out your lawn.

Carter: We require how much landscaping?

Don: 10 feet. The minimum is 5 along the front, as long as you can see it from the street. You couldn't put turf in that area anymore, since May.

Carter: In R-3 zone there is a 6-foot side setback. You can never put grass in the setback.

Don: When you put a 6-foot wall and a building, then you would have a waterlogged wall.

Public Hearing Opened

Public Hearing Closed

Councilmember Isom motions for positive recommendation for the ordinance text amendment of Section 26-VI-2; Hahn seconds; all in favor for unanimous vote.

I. CITY ITEMS

1. PUBLIC HEARING

Ordinance Text Amendment – Chapter 26-VI-2
regarding landscaping requirements for water conservation

Don Boudreau

(Recommendation)

Don Boudreau – State Legislation has recommended that if we implement these changes in our zoning ordinance it will be the carrot that if you do this, people can apply for rebates. The intent of the legislation, I think it's pretty obvious, is to encourage the removal of turf and to plant more water wise types of landscapes. So, with this ordinance if you want to participate you can go to conservewater.utah.gov if this passes the city council as a homeowner you can go and apply, you provide a plan and you can get a rebate of up to \$1.50 a square foot for the removal of your turf. My understanding is that the plan can be fairly simple but you do have to show that you're going to replace it with plants, it can't just be rock, you do have to actually relandscape it and show that you have drip irrigation. The state would be the ones to check that plan and give the rebate. Obviously, the implications for us are these new developments we will need to be checking their landscape plan for compliance as they come through the approval processes. **Carter Wilkey** – Can an existing home do this because the only changes I see here only apply to all new residential developments. **Don Boudreau** – So the rebates are for existing, but we have to implement this ordinance for new developments. **Carter Wilkey** – Okay. **Paul Bittmenn** – That's the states way of offering existing homes to become waterwise. **Carter Wilkey** – So in a new development who receives the rebate? **Don Boudreau** – Nobody. **Adam Hahn** – This is not a rebate for new development, this is an offer to get rid of existing grass. **Don Boudreau** – That is the intent and then to limit the grass on new developments. **Jennifer Davis** – Would this be force on new development coming in? **Don Boudreau** – It does limit the width of turf installation going into new developments. The idea being that that is the hardest to keep alive, that wastes the most water. **Adam Hahn** - Do we currently require landscaping plans for developments? **Don Boudreau** – we require a landscape calc, to show us where on the property it will be placed. **Paul Bittmenn** – We do have some ordinances we enacted recently where we have encouragement to use less water. So, the carrot for the developer is if you restrict your landscape in your development, we won't require you to bring as much water to the city. So, we do have some developments that are taking advantage of that and they have restricted their landscape. So, we do have to look at their landscaping with those developments. **Jonathon** – for water acquisition purposes. **Carter Wilkey** – It's not necessarily that you are going to look at the landscape plat of every single home being built but what the developer has to do is put in the CC&R's these rules.

Paul Bittmenn – No. So, the CC&R's would come into play with the water acquisition aspect that the city has already tried to press with development trying to get them to use less water. These the developer will have to show on their plat and we'll have to look at it that they hit these marks. **Carter Wilkey** – But developers don't usually put in landscaping. **Paul Bittmenn** – Not in Cedar City. **Jennifer Davis** – how are we going to be sure that people follow through on this? **Paul Bittmenn** – To answer your question Jennifer, if we approve this there is going to be a learning curve for the local engineering firms. And their learning curve will be they'll submit something to Jonathon for approval on a subdivision and Jonathon will reject it and say you need to show us this on your plans. **Jennifer Davis** – Just agreeing to this, I'm just wondering what the future enforcement, what's going to happen? Is the state going to take away our carrot? **Paul Bittmenn** – There are two tools that the city has, it's either a subdivision or a building permit. So, if we don't catch them at subdivision, we'll catch them at building permit and if they don't comply with our ordinances, we don't issue the building permit. **Adam Hahn** – This says new residential developments and residential construction. So, is it single family homes would require this or is this more like townhomes and such? **Jennifer Davis** – I think it's single family. So, if I'm going to build, I'm going to do a landscape plan. **Carter Wilkey** – and the builder would have to provide that but if the builder's not going to, the builder could say, well I've provided the plan, but I'm not the one putting in the yard the homeowner is going to put the yard in. **Paul Bittmenn** – There's a couple different ways that the city would have to enforce this. One is a building permit as Don points out, probably not a subdivision thing, more like a building permit. They would have to submit the plan and Drew would get it and if he doesn't approve the plan, he doesn't get the building permit. So, the question is, what if we approve the building permit and somebody goes and puts in a bunch of landscape anyway? The answer to that is, they are going to pay a higher water bill and we're going to recoup that money. The city is going to recoup that money through the water bill. And we are going to use that water to go out and buy more water. **Ray Gardner** – We don't want to use more water, do we? **Paul Bittmenn** – Well we hope that if we institute this and we institute other tools through the water acquisition ordinance we're trying very hard to encourage people to conserve water. There are other steps we could take, you could follow the Washington County Conservancy District, they just mandate it. They have water cops. **Jennifer Davis** – We don't want to be them. **Paul Bittmenn** – It depends on our water, we're going to try, the city's target is to provide these tools to realize we all live in a desert and we can't put in football fields in our backyards. And we're going to try and encourage people to put in water wise landscaping. There could be a day where Cedar City Corporation had to say well the encouragement didn't work; we're going to have to start fining people. **Carter Wilkey** – How do we get it from that developer that got the landscape plan approved, to the end user? **Paul Bittmenn** – If you're a builder and you pull a building permit and you build a spec home, you're in control of the landscape when you build a spec home. This doesn't require landscape on all yards. **Adam Hahn** – I think we're getting stuck in the weeds, because honestly Jonathon is the one who is going to have to fight this. A lot of new construction is sold with a bare lot. So are we going to require them to provide a landscape plan and then complete that plan. **Paul Bittmenn** – This doesn't do that. This is being enacted so we can comply with the state's regulations. **Tyler Melling** – City Council has made a number of adjustments to our water acquisition policies that don't come before the planning commission. As a very brief over simplified way to look at it, on the existing policy if a developer wants to build a single-

family home and make no conservation efforts, they will pay about \$24,000 per lot in water acquisition fees alone. If they pay the city a fee instead of giving us water rights with some of those conservation policies it comes down to about \$9000. If the developer gives us water rights instead of giving us money depending on what they get those water rights for, they can even get it down to \$5000 or \$6000 per home. So, there is a lot of incentive already for developers to have water conservation measures whether in the CC&R's or however else they decide, on the development side, not the building permit side. Under those existing parameters everybody in a conservation development where the developer got the discount is on a different style of water metering at the meter where we are happy to have them waste water because they are paying through the nose to more than cover the cost of acquiring those overages or finding other ways to conserve. So, if people want to waste water, they're going to pay a very pretty penny and the surcharges are calculated to exceed those of acquiring the water rights or other conservation measures. So, you can have your cake and eat it too. We don't need a water cop to go out and say we're going to make you a criminal because you're watering when you shouldn't. You're just going to pay extra. As a council we discussed these changes in state law, they were for the most part implemented in the 22 session. There were minor amendments this year. But not substantive to this part of it. Without discussing it further we weren't ready to proceed at this time, we were asking the planning commission now after staff have had the chance to review. Basically, what this does is whether the developer wants to conserve water and take advantage of those savings or not, you have to make these measures, no if's and or buts. I have reached out to the division of water resources for some clarity on what exceptions here could be if somebody had a commercial application or a residential application that went outside of these parameters that was not foreseen by the statute and I was told back that there were absolutely no exceptions whatsoever. There's no room for that in the code now. So even if you want to pay extra if we were to pass this kind of ordinance it could not have any exceptions other than someone going through an appeals process with the city. Even if we were to say that in the ordinance that would not comply under their standards. Because ultimately in order for our residents to qualify for the rebate for turf removal we would have to be a qualifying municipality and the division of water resources would have to look at our ordinance and determine whether or not we qualify. **Carter Wilkey** – Tyler I have one question for you. As inside council for a builder here in town, how do you take it from here's your map, that in order to get the building permit for your house, we had to submit a landscape plan, how do you see this going? You just hand it to them and say hey when you get your landscaping, here's the plan that got approved in order to get your building permit. **Tyler Melling** – It's a lot easier to deal with this on the development side of things from a city staff point of view. So the building industry doesn't want to be waiting on city staff approvals more than they have to and I don't think Jonathon wants to be having more approvals in his cue than he needs. That being said this will add one more checkbox on every building permit. That's a policy question. I don't know where the planning commission or city council **Carter Wilkey** – Take it to the homeowner when you close you say here's the landscape plan that was approved. Do what you will with it. **Jennifer Davis** – Do you have to have a landscaping professional or can you draw it on a napkin? You know really **Tyler Melling** – That would be up to the city staff. So if the staff is okay with a napkin, than that's okay. In practice we as a city and I am just speaking as a rogue council member here, I'm not speaking for the council, I would be inclined as a council member to not add anything to staff. So, in order to

comply with this if someone simply submitted with their building permit some kind of extra checkbox that they complied with the water conservation measures in their plan of ordinance, blah blah blah, subsection E. If that was checked and certified by whoever was submitting their plans. Probably their engineer or their builder. That would suffice in my book and again as long as they're on the conservation rate for water billing, we don't care. Because that price will continue to go up as the cost of water goes up. And we would love for people to waste water. **Adam Hahn** – With that conservation rate, water billing, right now it only applies to certain developments that are within the tier, right? **Tyler Melling** – We would have to have everything new come under that conservation rate if this were to pass. **Adam Hahn** - All new subdivisions will have to comply under this code. **Tyler Melling** - It would be financially irresponsible otherwise. **Adam Hahn** – It sounds like the state passed something very simple that will be very difficult for Jonathon. **Jennie Hendricks** – If this is coming from the state, we are clearly not the first community to have to grapple with this. I'm sure there is a person out there somewhere. **Tyler Melling** – And this is not a mandate from the state. The state isn't saying that we have to do it. It's just that if we want our residents to be able to use the state's turf removal rebates then we have to pass this. The council did pass a rebate program last winter it's quite modest. About \$2000-\$4000 depending on your lot size if you switch to conservation tier. But it's not nearly as much of an incentive as the state program would be.

Adam Hahn – Open to public hearing:

Dane Leavitt – If your subdivision has elected to use the conservation tier is there really any need for review given the covenants that they've made and also given the water rate that they will pay? **Carter Wilkey** – That makes sense. **Dane Leavitt** – So I wonder if you changed this to say that if the developer selected conservation tier under 32-7-7A5 then they don't have to go through this process. Because they can't have more than a thousand square feet and they're going to meet your requirement. That's a suggestion. **Tyler Melling** – If I could just speak to that Mr. Leavitt, since I was the one dealing with water resources. Yes and no. From the city administrative standpoint, it would be much easier for us to review and check. But the state law on qualifying as a qualifying municipality for this rebate is very strict so we would have to have this apply to everything in the code. Now if administratively it's an easier process for those subdivisions than that's another thing.

Closed the public hearing.

Adam Hahn – Commission anybody have a discussion or recommendation for this item?

Carter Wilkey – Has there been a lot of interest? I mean as it was mentioned we don't have to technically pass this. This is just an order to get the carrot for the existing people who want to get the rebate. Do we feel there's going to be a large interest in the rebate? **Jennifer Davis** – Has there been? **Jonathon** – I've had a few calls just generally about it. **Don Boudreau** – I have not. **Tyler Melling** – I spoke with one, it was an HOA, with multiple townhomes. With the city rebate they wouldn't really qualify. Potentially could but not much. The city savings would be about 8-acre feet a year in our portfolio. Which is substantial, it costs a lot of money to buy 8-acre feet of water on the market. The state rebate that they would qualify for would be \$65,000. Which is going to cover the cost of relandscaping their area. **Carter Wilkey** – That is one thing I don't like about it. I hate to see an HOA tear out what little

grass they already do have just to get a rebate. **Jennifer Davis** – They'll have to spend money to put something in its place as well. **Carter Wilkey** – We're talking just a simple landscape plan is what is now going to be required. Only on the front and side yards, not the back. **Jonathon** – That's what it looks like yeah. **Carter Wilkey** – But by doing this in your front yard, it essentially puts you in the conservation tier, correct? So at that point if you're going to put a ton of grass in your backyard, your bill is going to be massive. **Paul Bittmenn** – You don't get in the conservation tier for water acquisition purposes. Unless you elect that subdivision. **Tyler Melling** – Legislatively we would likely want that to be a requirement if this was passed. **Paul Bittmenn** – I have to amend that a little bit. For subdividers you have that conservation tier, right? A couple weeks ago the council voted in a provision that said a homeowner could buy into the conservation tier. But essentially you would buy units of water for each residential lot. And depending on how many units you buy that's how we calculate your bill. So, if I built my home and I wanted a low bill. I could buy low units. Then I have every incentive to stay within that water use, because if I go out of it, I know the city is going to ding the heck out of me for overages. So, the city would send you a large bill if you hit overages. The same program allows the individual homeowner to go in and say, I bought in at this really low rate, and I can't stay there because I'm using too much water to stay at the low rate. We'd let them buy more units to balance out their bill a little bit. The units that they buy into the system are designed to help us go out and buy water. So, the more units they buy the more money we have to go buy more water. The more they go over their units and use extra water, the more money we have to go buy water. So there are ways to get into this conservation tier already. From the subdivision standpoint or from the homebuilder billing standpoint. We as a city, and you guys wouldn't have seen this. We did the housing plan last fall. It was the affordable housing plan of the general plan. We ran it through the planning commission and city council and sent it up to the state. We got rejected because we had five words that were tweaked. So we had to bring it back to you guys to untweak those five words, back to what the state statute said. So that is why we are proposing exactly what the state law says here and it does have flaws. It doesn't say how we enforce it. It doesn't say if a napkin is good or bad. IT doesn't give us any of those details but that's what the state wants if we want to be on that program. **Don Boudreau** – I did run this one by the state so it won't come back. **Jennifer Davis** – I'm just wondering if there are any other incentives. **Don Boudreau** – That's it to the best of my knowledge. **Carter Wilkey** – It seems it affects a lot of new stuff to benefit a few existing. **Jennifer Davis** – That may or may not even take advantage of it. **Adam Hahn** – I've already seen advertisements in St. George from turf companies on "take advantage of this new rebate". **Jennifer Davis** – Did you say that that ordinance did pass with the units of water? As a person who may or may not use a lot of water, is the city sending something out so that people will know what that is going to look like or are they just going to suddenly get a bill for \$800. **Paul Bittmenn** – No, if you're on the normal rate and you don't want to change you don't have to. We didn't change everybody's bill. You have to opt into that system. **Adam Hahn** – I think I have misunderstood that conservancy tier. So if we pass this it doesn't make it mandated that everybody gets conservancy tier. They can still opt into it. We would just require a landscape plan and all that the state requires. **Paul Bittmenn** – To get into the conservancy tier for the water acquisition benefits. The developer has to opt into that. **Adam Hahn** – So that's a separate thing. So that won't affect what we're recommending here. **Paul Bittmenn** – I don't think so. This would give the developer a lot of incentive to opt into that. Because there is

always a financial incentive for them. And then you read this and it's kind of a no brainer, but I'm not a developer. **Carter Wilkey** – Let me ask you another question. What if you're out in 4B Ranch or Equestrian or wherever it might be and you have a 5 acre lot you want to build on and you've got secondary water that you can use. So now I'm limited on how much water I can use when I go pull a permit? **Tyler Melling** – That is new residential construction. **Carter Wilkey** – Yeah, I'm building a new house. **Tyler Melling** – Yes. **Carter Wilkey** – Even if I have secondary water? **Adam Hahn** – Who wants to mow 50% of a 5-acre lot? **Carter Wilkey** – Well have you seen some of your neighbors. **Adam Hahn** – Well yeah, one of my neighbors has that. **Paul Bittmenn** – So you would need two and a half acres of grass under this. If you can't play croquet on two and a half acres. **Jennifer Davis** – This only affects front and side. So, the back you can do whatever you want. Right? **Paul Bittmenn** – Yeah, this doesn't affect the back. **Carter Wilkey** – But if your developer puts you in a conservation tier that's a whole different. I just wish I could have heard from some home builders on this before we make a recommendation. **Jennie Hendricks** – The city will. **Jennifer Davis** – I would love to hear from somebody that has already implemented this. **Carter Wilkey** – I would also like to hear from an engineering firm to know how much it would cost to add a landscape plan to each additional plan. Did we just make every home a thousand dollars by passing this because now they have to do a whole other page on the engineering? How much does it cost to do a landscape plan? **Don Boudreau** – I don't think it has to be overly complicated. **Carter Wilkey** – I know. I agree. But we talk about attainable housing not affordable housing. But here we are adding another cost to our homes by requiring a landscape plan.

Dane Leavitt – To some degree there is almost a de facto landscape plan in conservation tiered new homes. The landscape plan is under 1000 square feet of turf. **Carter Wilkey** – Not all developers are doing conservation tier. And you've got owner builders. But you're right I think most developers are going to move to the conservation tier direction. **Jennie Hendricks** – But this ordinance change does not require a landscaping plan. **Adam Hahn** – Yes it does. But it doesn't require the conservation tier. **Jennie Hendricks** – This ordinance language does not say you have to have a landscaping plan. **Jonathon** – No it doesn't. **Jennie Hendricks** – We're making an assumption that that's the mechanism that is what is going to happen going forward. **Paul Bittmenn** – We could make it as simple as a checkbox. We have done that before with some of our residential rental ordinances. When they come in and get a license, they have to read a statement and it tells them what the city ordinances say as far as parking and unrelated people and such and then they have to check off and sign I will abide by those conditions. **Carter Wilkey** – So it could be something as simple as that? **Paul Bittmenn** – It could be simple. **Jonathon** – We haven't implemented it yet. **Tyler Melling** – It has to pass first to find out. **Jennifer Davis** – That's what scares me. **Carter Wilkey** – Ultimately that comes down to who's discretion? Engineering? **Paul Bittmenn** – Staff. **Jonathon** – Really for staff the simpler the better.

Jennie Hendricks motions for a POSITIVE recommendation for the Ordinance Text Amendment regarding Landscaping Requirements for Water Conservation; Craig Isom seconds; all in favor for unanimous vote.

The meeting was adjourned at 7:47 p.m.

Megan Lamb, Executive Assistant

CEDAR CITY COUNCIL

AGENDA ITEM – 10

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 15, 2023
SUBJECT: O&O Investment, LLC Hangar Lease

DISCUSSION:

Proposed - New Construction 100'x100' Hangar for private use:

Mr. Jeff Obering with O&O Investment, LLC is proposing to construct a 100'x100' hangar along the north taxi lane at the Cedar City Regional Airport. The Airport Board has given their recommendation to move forward, City legal has reviewed this lease, and the environmental work has been verified by the FAA environmental office. This lease is a standard agreement for improved land on the airport. It is a 20-year lease with five, five-year renewables. The rate will be set at 40 cents per square foot in accordance with the approved City fee schedule and will be subject to CPI increases as has been written in the lease.

Please consider approving this lease.

LEASE

THIS AGREEMENT, made and entered on this _____, day of _____ 20___, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and O&O Investment, LLC, hereinafter referred to as the LESSEE.

WITNESSETH:

The LESSOR, in consideration of the rental herein agreed to be paid by the LESSEE, and other terms herein to be performed by LESSEE, hereby leases unto LESSEE, that parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, as described in Exhibit A and shown in Exhibit B, which includes 19,032.5 square feet of improved airport property.

ARTICLE I

TERMS AND RENTALS

1. Term. The term of this Lease shall be for a period of TWENTY (20) years commencing on 1 December 2023, and expiring on 30 November 2043, unless sooner terminated or extended as provided by this Lease. During said 20-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article every 5 years to determine sufficiency thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.

2. Option to Renew. LESSEE is hereby granted the option to renew this Lease for five (5) separate and successive terms of five (5) years each, subject to revaluation of consideration

pursuant to Article I, Section 4 of this document, provided, however, that LESSEE shall give LESSOR written notice of its intention to exercise its option at least sixty (60) days prior to the expiration of this Lease and at least sixty (60) days prior to the expiration of each successive five (5) year renewal term. Any termination for failure to exercise such option shall require thirty (30) days written notice to LESSEE. LESSEE may exercise the option within said 30-day period.

3. Consideration. As and for consideration for the terms set forth herein, the parties stipulate and agree to the sum of \$7,613.00, based on \$0.40 sq. ft. per year.

4. Adjustment. Notwithstanding the above and subject to LESSEE exercising its option to renew pursuant to Article 1, Section 2, Premises lease rates shall be adjusted to the then City Fee Schedule lease rates.

ARTICLE II

SPECIAL COVENANTS-CEDAR CITY REGIONAL AIRPORT

1. Airport Purposes. The LESSEE agrees as a condition precedent to this Lease and to the use and occupancy of the Lease premises that the LESSEE shall at all times use the leased premises for the primary purpose of constructing and occupying one (1) hangar. LESSEE shall commence construction by way of obtaining a building permit within one year from the date of commencement of this Lease. It is the purpose of this Lease to foster and abet air commerce at Cedar City Regional Airport, and it is not the intent of this Lease to provide premises for uses which do not promote the development and use of the Cedar City Regional Airport. All uses normally incidental to an airport such as car rental agencies, limousine service, restaurants, non-aeronautical businesses, insurance sales, and other such incidental services not directly related to

general and commercial aviation are expressly prohibited unless specifically permitted or provided for in this Lease. Any assignment or sub-lease of the leased premises shall comply at all times with these conditions as to use and occupancy of the premises. Any primary use or occupancy contrary to the purposes set forth in this agreement shall constitute a breach of this Lease, and any assignment or sub-lease permitted under the provisions of this Lease shall contain this limitation.

2. LESSEE'S PURPOSE.

(a) LESSEE intends to comply with the use and occupancy policies stated in the Lease and will occupy the premises for the purposes of constructing and occupying one Aircraft Hangar.

(b) The LESSEE agrees to notify the LESSOR in writing of any intended change of primary purpose prior to any such change being made by the LESSEE. Any such change in primary purpose shall be first approved by the LESSOR. The LESSOR shall promptly review the proposed change in purpose and shall consent in writing to the proposed change if such change is consistent with the purposes set forth in paragraph 1 (Airport Purposes) of this Article. It is understood that these provisions as to change are necessary in order for the City to be advised at all times of the various uses and purposes of uses of all the leased premises on Cedar City Regional Airport.

(c) Failure to commence construction by way of obtaining the building permit within 1 year of the date of commencement of this lease shall constitute a material breach of this Lease Agreement.

(d) LESSEE is responsible for cleanup of all construction refuse from results of any

construction on their leased land. All clean-up must be accomplished within fourteen (14) days of completion of construction and issuance of Certificate of Occupancy. If cleanup is not accomplished by LESSEE, LESSOR may at their choosing perform the cleanup and bill LESSEE for cleanup services.

3. Other Uses. The LESSEE shall not use or permit any part of the leased premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. The LESSEE shall not use or allow the leased premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation or use of Cedar City Regional Airport. LESSEE acknowledges that they are to abide by all rules and regulations of the Cedar City Regional Airport and that these rules and regulations may change over the life of the lease.

4. Subordination of Lease.

(a) This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States relative to the operation or maintenance of Cedar City Regional Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development or operation of Cedar City Regional Airport.

(b) In connection therewith, the LESSOR has undertaken and may in the future undertake certain obligations respecting its operation of Cedar City Regional Airport and activities of its contractors, lessees and permittees thereon. The performance by LESSEE of the covenants, promises and obligations contained in this agreement is therefore a special consideration and inducement to the execution of this agreement by the LESSOR and LESSEE. The LESSEE

further covenants and agrees that if the administrator of the Federal Aviation Administration, or any other governmental official or body having jurisdiction over the enforcement and the obligations of the City in connection with Federal or State aid, shall have made any orders or required recommendations respecting the performance by LESSEE of its obligations under this agreement, LESSEE shall promptly comply therewith, at such times and to the extent that the City may direct consistent with said orders or required recommendations. Failure on the part of the LESSEE promptly to comply with any such notice or direction shall be cause for cancellation of the agreement by LESSOR.

5. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option.

6. Discriminatory Acts Prohibited.

(a) The LESSEE shall furnish any service to be rendered by the LESSEE in connection with or upon leased premises on a fair, equal, and not unjustly discriminatory basis to all users thereof.

(b) The LESSEE, in its use and occupancy of the leased premises, shall not discriminate

against any person or class of persons by reason of race, color, religion, sex, age, handicap or national origin.

(c) The LESSOR shall give ten (10) days' notice to the LESSEE of any alleged violations of sub-paragraph (a) or (b) and request the LESSEE either correct or justify any such alleged violation. In the event that such allegation remains in dispute, the matter shall be resolved by final decision of the appropriate administrative body or Court of competent jurisdiction. LESSEE shall have thirty (30) days to comply with said decision; in the event of non-compliance, this Lease shall terminate. Any service or rate regulated by a State or Federal regulatory agency shall be deemed to be in compliance with the requirements of sub-paragraphs (a) or (b) until shown to be otherwise in an appropriate proceeding before the agency.

(d) The LESSOR, at its option, may forthwith terminate this Lease without any liability to LESSEE thereunder for any failure by LESSEE without justification to comply with the provisions of subparagraph (a) and (b), subject to the provisions of the preceding paragraph8).

7. Sign. The LESSEE may not, without the LESSOR's consent, place or erect any sign on the leased premises. At the termination of this Lease, any such signs shall be removed by the LESSEE at the LESSEE's own expense.

8. LESSOR Definition. The LESSOR includes the City Manager and the Public Works Director.

ARTICLE III

DEFAULT AND ENFORCEMENT

1. Acts of Default Defined. Each of the following shall be deemed a default and a breach of this Lease:

(a) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions of this Lease on the part of the LESSEE or LESSOR for a period of thirty (30) days after notice, except that if any default is not susceptible of being cured within thirty (30) days, either party shall be permitted an extension of thirty (30) days to cure such default, provided they commence promptly and proceed diligently and in good faith to cure such default within the thirty (30) day period; or

(b) The abandonment of the premises by the LESSEE, the adjudication of the LESSEE as a bankrupt, the making by the LESSEE of a general assignment for the benefit of creditors, or any insolvency act that jeopardizes LESSOR's rights hereunder, the appointment of a permanent receiver or trustee in bankruptcy for the LESSEE's property, the appointment of a temporary receiver or trustee in bankruptcy for the LESSEE's property, or the appointment of a temporary receiver not vacated or set aside within ninety (90) days from such appointment, for a period of ten (10) days after notice.

2. LESSOR's Remedies on Default. In the event of any such default by the LESSEE, and at any time thereafter the LESSOR elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice, except in case of a default under sub-division (b) of paragraph 1 of this Article in which event such notice shall not be less than ten (10) days from the date of service of such notice, this Lease shall then expire on the date so specified as if the date had been originally fixed as the expiration date of the term, including all options for renewal herein granted, unless such default shall be deemed waived by instrument in writing signed by the LESSOR, or cured by LESSEE before the expiration of the period specified in the notice of termination of this Lease served on the LESSEE. It is expressly agreed

by the LESSEE that the written notice may, at the LESSOR's option, by statement expressly included in the notice, be the written notice required by the forcible entry and detainer statutes.

3. LESSEE Remedies on Default. In the event of LESSOR's default, and at any time thereafter, the LESSEE may, upon written notice to the LESSOR, be entitled to the following:

(a) All rights and remedies available at law or in equity, said rights and remedies to be cumulative; and

(b) The option of terminating the lease without further liability, upon thirty (30) days notice filed by the LESSEE to the LESSOR.

4. LESSOR's Re-entry on Default. In the event that this Lease shall be terminated as provided in paragraph 2 of this Article, or otherwise, or in the event that the premises, or any part thereof shall be abandoned by the LESSEE, 30 days vacancy of the premises without notice shall be deemed abandonment, the LESSOR may immediately or at any time thereafter, re-enter and resume possession of the premises or any part thereof, and remove all persons and property therefrom, either by a suitable action or proceeding at law, or by any other lawful means. No re-entry by the LESSOR shall be deemed an acceptance of a surrender of this Lease or a liquidation or satisfaction to any extent whatever of LESSEE's liability to pay rent and additional rent as herein provided.

5. Right of LESSOR to Re-let. In the event that this Lease shall be terminated as herein provided, or otherwise, or if the premises, or any part thereof, shall be abandoned by the LESSEE, the LESSOR may, in its own name, but as agent for the LESSEE if the Lease be not terminated, or if the Lease be terminated in its own behalf, re-let the whole or any portion of the premises for any period equal to or greater or less than the remainder of said term, for any sum

which it may deem suitable and satisfactory, and for any use and purpose which it may deem appropriate, and in connection with any such Lease the LESSOR may make such changes in the character of the improvements on the premises as the LESSOR may determine to be appropriate or helpful effecting such Lease. However, in no event shall the LESSOR be under any obligation to re-let the premises to any lessee which the LESSOR, in the exercise of reasonable discretion, shall deem to be objectionable. The LESSOR shall not in any event be required to pay the LESSEE any surplus of any sums received by the LESSOR on a re-letting of the premises in excess of the rent reserved in this Lease.

6. Damages on Default. In the event that this Lease is terminated by reason or default, or if the premises shall have been abandoned, whether or not the premises are re-let, the LESSOR shall be entitled to recover from the LESSEE, and the LESSEE shall pay to the LESSOR the following costs:

(a) An amount equal to all expenses, if any, including reasonable attorney's fees incurred by the LESSOR in recovering possession of the premises, and all reasonable costs and charges for care of the premises while vacant, which damages shall be due and payable by the LESSEE to the LESSOR at such time as such expenses shall have been incurred by the LESSOR; and

(b) An amount equal to the amount of all rent reserved under this Lease, less the net rent, if any, collected by the LESSOR on the several days on which the rent would have become due and payable; that is to say, upon each of such days the LESSEE shall pay to the LESSOR the amount of deficiency then existing. Such net rent collected on re-letting by the LESSOR shall be computed by deducting from the gross rents collected all expenses incurred by the LESSOR in connection with the re-letting of the premises or any part thereof, including, without limitation,

brokers' commissions and the cost of repairing the premises or removing any structures.

7. Separate Action for Damages. Without any previous notice of demand, separate action may be maintained by the LESSOR against the LESSEE from time to time to recover any damages which, at the commencement of any such action, have then or theretofore become due and payable to the LESSOR under this Lease, without waiting until the end of the then-current term.

8. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist upon the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition or covenant of this Lease required to be performed by the LESSEE, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the LESSOR. No waiver of any breach shall affect or alter any term, condition or covenant of this Lease, and such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the LESSOR as provided by this Lease.

9. LESSOR's Rights Cumulative. The rights given to the LESSOR in this Lease are cumulative, and in addition to any right that may be given to the LESSOR by any statutes, rule of law or otherwise, the LESSOR may exercise any such rights without limitations.

10. LESSOR's Right to Perform. If the LESSEE shall be in default hereunder, the LESSOR at LESSOR's discretion may cure such default on behalf of the LESSEE for the

account and at the expense of LESSEE, in which event the LESSEE shall reimburse the LESSOR for all sums paid to effect such cure, together with interest at the rate of eight percent (8%) per annum and reasonable attorney's fees. In order to collect such reimbursements the LESSOR shall have all the rights and remedies available under this Lease for a default of payment of rentals. The LESSOR shall give thirty (30) days' notice to the LESSEE of LESSOR's intent to cure the defect, but no notice shall be required if in the LESSOR's reasonable opinion an emergency exists. The provisions of this paragraph shall survive the termination of this Lease.

11. Rights of Access. The LESSOR shall have the right to enter upon the leased premises during reasonable hours (except in an emergency) to examine it, to show it to prospective Lessees, to post a "to let" or other similar signs within six (6) months prior to the expiration of any term, and to inspect, repair and take care of any utilities thereon. The LESSOR reserves the right of access and the right to abate any nuisances or hazardous conditions on the premises at LESSEE's account and expense, including reasonable attorneys' fees, existing after ten (10) days' notice has been given to abate such nuisance, hazard, provided no notice shall be required when in the LESSOR's reasonable opinion an emergency exists.

12. Surrender of Premises. At the expiration of any Lease term, or upon termination of this Lease as provided herein, the LESSEE shall peacefully and quietly surrender the leased property in as good a condition as it was at the beginning of the initial term, reasonable use and wear and damages by the elements excepted.

13. Design of Building and Improvements. The design of any additional buildings or external improvements to be placed on said leased property by LESSEE shall first be approved

by LESSOR as to size, location, and materials used in the installation of the same. Furthermore, the height of any such building erected by LESSEE shall not exceed heights as set forth in FAA regulations.

14. Compatible Land Use. Unauthorized development of residential living quarters by the LESSEE is declared an event of default by the LESSEE under this agreement

15. Landscaping. Landscaping shall be installed and maintained by the LESSEE to conform to the requirements of the protective covenants of the Cedar City Industrial Park at LESSEE's expense.

16. Storage. Storage of any and all materials by LESSEE shall be made within the building installed by LESSEE on the premises and no equipment, trailers or other items, other than operable vehicles and aircraft, shall be stored outside said buildings. LESSEE shall maintain clean premises and shall not allow the accumulation of waste or garbage. At no time will LESSEE park any aircraft or vehicles on a non-paved surface.

ARTICLE IV

GENERAL COVENANTS

1. Conditions and Status of Premises. The LESSEE represents that LESSEE has examined the leased premises and accepts the premises in the condition in which they are, without representation or warranty, express or implied in fact or by law, by the LESSOR as to the title, nature, condition or usability of the premises for the purposes set forth in the Lease. Lessor warrants that it has title to the property, and the capacity, both legal and actual, to enter into this Lease and to grant the estate free and clear of any other liens or claims.

2. Maintenance of Premises. The LESSEE shall keep and maintain at all times the entire

premises in good repair and in a neat, orderly and sightly condition. The LESSEE shall not cause or permit to remain any litter, debris, or other items and materials of any kind whatsoever (including garbage, gasoline drums, whether with or without any value) to be stored or to remain upon the leased premises without the express permission of the LESSOR. The LESSEE shall agree to remove all materials including litter, when so requested by the LESSOR, and upon the failure of the LESSEE to do so within five (5) days after such notification, the LESSOR may so remove or restore the premises at LESSEE's expense.

3. Compliance with Law. LESSEE shall comply with, abide by and conform to all laws, governmental order, City Charter, ordinances, Airport Rules Regulations and Minimum Standards, including any future amendments thereto, controlling or in any manner affecting LESSEE's use or occupancy of the premises, provided LESSOR shall indemnify and hold LESSEE harmless form damages resulting from hazardous materials not introduced by LESSEE.

4. Inspection. The LESSEE shall permit the LESSOR, or LESSOR's authorized agents and employees, to enter upon the premises at any reasonable appointed time for the purpose of inspecting condition of the premises or the use thereof.

5. Taxes and Assessments. The LESSEE, in addition to the rentals provided for herein, shall pay when due (and before delinquency) all taxes, assessments and charges upon the leased premises, and upon buildings, improvements and property thereon, which are assessed or charged at any time during the term, including all required Cedar City business licenses. The LESSEE shall have the right at all times to protest any assessments of taxes or other assessments or charges, but the LESSOR may require the LESSEE to deposit with the LESSOR any sums in dispute to ensure payment in the event that any protest is unsuccessful. This paragraph expressly

excludes mechanic's and materialman's liens covered under Article IV-14.

6. Utilities. The LESSEE shall pay and be responsible for all charges for gas, electricity, water, light, heat, power, sewer and other utility services used in or about or supplied to the leased premises.

7. Liability. The LESSOR shall not be liable for injury or damage to persons or property occurring within or upon the leased premises, unless caused by or resulting from the negligence of the LESSOR or any of the LESSOR's agents, servants or employees in the operation or maintenance of the leased premises. LESSEE covenants that LESSOR is to be free from liability and claim for damage by reason of any injury to any person or persons including LESSEE, its agents, or employees, or property of any kind, whatsoever belonging, including LESSEE's, resulting from any cause or causes whatsoever, except for alleged claims based upon negligence or other misconduct by the LESSOR, while in, upon, or in any way connected with the premises during the term of this Lease, or any use or occupancy hereunder. LESSEE covenants to indemnify and hold harmless LESSOR from all liability, loss, costs (including LESSEE's or LESSOR's attorneys' fees) and obligations on account of or arising out of any such injuries or losses, however occurring, including any acts, negligent or otherwise, by the agents, independent contractors, employees, or servants of the LESSEE, and the LESSEE agrees to defend the LESSOR at the LESSEE's cost (including attorney's fees) against all such claims, actions or suits, brought against the LESSOR.

8. Liability Insurance. LESSEE shall at all times during the term of this Lease maintain in force an insurance policy or policies which will name LESSOR and LESSEE as insured against all liability resulting from injury occurring to persons in or about the premises, the

liability for such insurance to be not less than \$600,000.00, for any one person injured, \$2,000,000.00 for any one accident and \$200,000.00 for property damage. LESSEE shall provide a Certificate to LESSOR verifying said insurance. The original of such policy or policies shall remain in the possession of LESSEE, provided however; LESSOR shall have the right to receive from LESSEE, upon demand, a duplicate policy or policies of any such insurance.

9. Subsidence. The LESSOR shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the premises, nor for any injury caused thereby to the property of the LESSEE or any person occupying the premises. The LESSOR shall not be obligated to replace, refill or improve any part of the leased premises during LESSEE's occupancy, in the event of such washouts, subsidence avulsion, settling or reliction.

10. Risk of Loss. No destruction or damage to any building or improvement on the leased premises by fire, rain, ice, snow, windstorm, earthquake, aircraft accident, or any other casualty or action of the elements shall entitle the LESSEE to surrender possession of the leased premises, to terminate this Lease, to violate any of its provisions, or to cause any rebate or abatement in rent when due or thereafter becoming due under the terms hereof, except that if 60% or more of LESSEE's building on the premises are damaged or destroyed through acts of God or acts beyond the control of LESSEE, the LESSEE may terminate this Lease upon 30 days written notice, provided LESSEE shall repair or renovate structures, or remove debris, whichever is most economically feasible. If LESSEE elects to rebuild or remain on the premises, all obligations hereunder shall continue.

11. Repair and/or Rebuilding. Upon the destruction or damage to any building or structure by fire, rain, ice, snow, windstorm, earthquake, aircraft damage, or any other casualty

or action of the elements, the LESSEE shall have the right to repair, restore or rebuild the building or structure, so long as construction commences within six (6) months and is complete within one (1) year after the date of such occurrence. LESSOR may extend the above deadlines at LESSOR's discretion. If LESSEE chooses to repair or rebuild, all obligations hereunder shall continue.

12. Condemnation.

(a) If the leased premises, or any part thereof, rendering the remainder unusable is taken by eminent domain, this Lease shall expire on the date when the leased property is taken by a declaration of taking, without prejudice to LESSEE's rights against condemnor, or on the date when the condemnor is granted possession of the premises and the rent shall be apportioned as of that date.

(b) The LESSEE shall be entitled to the award of the building structures and improvements placed upon the premises by the LESSEE whether existing at inception or subsequently erected, and the LESSOR shall be entitled to the award from the ground leased and for any improvements placed upon and benefitting the premises by the LESSOR or acquired by the LESSOR from the LESSEE or any other person.

(c) The LESSEE shall be entitled to relocation costs if provided by law.

13. Reservation of Rights of Way and Easements. The LESSOR reserves for the purpose of constructing and maintaining City utilities:

(a) The right of reasonable ingress and egress to, over and from the leased premises for these purposes; and

(b) Reasonable easements over, under and through the leased premises for these purposes.

14. Liens and Encumbrances. If at any time during said term, whether during the period of construction or reconstruction of buildings, or at any other times, any liens or encumbrances of mechanic, laborers or materialmen, or secured transactions (not consented to by the LESSOR), shall be filed against the premises or any part thereof, the LESSEE shall, at its own expense procure the liens and/or encumbrances to be discharged by payment, bonding or otherwise as provided by law, and as a condition precedent to this Lease, discharge the liens or encumbrances within thirty (30) days after receiving written notice from the LESSOR that the same is filed or recorded, provided however, LESSEE shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, LESSEE shall give to LESSOR reasonable security as may be demanded by LESSOR to ensure payment thereof and prevent any sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment. Such security need not exceed one and one-half times the amount of such lien or claimed lien. The LESSEE, upon reasonable notice and request in writing from the LESSOR, shall also defend for the LESSOR, at the LESSEE's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any lien or encumbrance and shall pay any damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save harmless the LESSOR from any liability claim or damages resulting therefrom. In the event of default by the LESSEE procuring the discharge as aforesaid of any such lien, or security transaction, the LESSOR may, at the LESSOR's option, terminate this lease, or without further notice procure the discharge thereof by bonding or payment or otherwise, and all cost and expenses to which the LESSOR may be put in obtaining such discharge shall be paid by the LESSEE to the LESSOR as additional rent.

15. Assignment or Sub-leasing.

(a) The LESSEE shall not assign or sub-let any interest in the premises, without the prior written consent of the LESSOR; said consent shall not be unreasonably withheld. Any violation of this covenant shall be subject to the provisions of Article III, Default and Enforcement, of this agreement. The LESSEE covenants not to assign or sub-lease its interest in the premises unless the proposed assignee or sublessee agrees in writing to assume and perform all the terms, conditions and covenants of the Lease imposed by the LESSOR. The LESSEE shall furnish the LESSOR with a copy of any proposed assignment or sub-lease for approval prior to any assignment or sub-lease and shall further furnish a copy to the LESSOR of any executed assignment or sub-lease.

(b) No assignment, sub-lease, or occupancy permitted under sub-paragraph (a) of this paragraph shall relieve LESSEE of any of LESSEE's obligations herein, and LESSEE agrees to hold the LESSOR harmless from loss because of the non-payment of rentals, taxes or assessments or other charges incurred on the premises by any assignee, sub-lease or occupant.

(c) Prior written consent by the LESSOR shall not be unreasonably withheld. Consent to the sub-lease or assignment may only be withheld if the proposed sub-lease or assignment, or the use represented thereby, is contrary to the provisions of this Lease, or violates FAA criteria for airport related property.

16. Mortgages and Encumbrances.

(a) The LESSEE covenants that it shall not mortgage or otherwise encumber this Lease (including LESSEE's leasehold estate in the installation of improvements thereon) without the prior consent of the City in writing. Any violation of this covenant shall be subject to provisions of Article III, Default and Enforcement, of this agreement. In no event shall there be at any time more than one existing mortgage of this lease.

(b) The LESSOR's consent to the mortgage or encumbrance shall not be unreasonably withheld. The LESSEE shall furnish the LESSOR with a copy of any security transactions mortgaging or encumbering the premises for the LESSOR's approval prior to any mortgaging or encumbering of the premises and shall further furnish a copy to the LESSOR of any such executed security transactions.

17. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

18. Buildings and Improvements. At the conclusion of this Lease, any building, fixtures, and improvements then existing on the premises shall belong to LESSOR and all personal property shall belong to LESSEE. LESSEE may, however, remove any building and restore the property to its original condition.

19. Holdover. In the event the LESSEE shall hold over after the termination of this Lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms, conditions and covenants as set forth herein. Such holding over period shall include any time employed by the LESSEE to remove any buildings, structures or improvements permitted by this Lease.

20. Modification. The Lease shall not be modified, altered or changed in any way whatsoever unless in writing and signed by both parties hereto.

21. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by

such party in writing. The LESSOR hereby designates its address as: 10 North Main Street, Cedar City, Utah 84720. The LESSEE hereby designates its address as: 943 South Main Steet, Suite 6, Cedar City, Utah 84720. (b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph

(c) If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

22. LESSEE Independent Contractor. LESSEE is and shall be an independent contractor and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

23. Jurisdiction. It is agreed that any civil action concerning this Lease shall be commenced in a court of competent jurisdiction in Iron County, Utah.

24. Time is of the Essence. It is agreed and understood by the parties that time is of the essence as to each and every provision, condition, covenant or other term of this Lease.

25. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the respective heirs, legal representatives,

successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE, and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

27. Recordation of Lease. The LESSOR intends to record this lease with the Iron County Recorder.

28. Invalid Provisions. In the event that any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of such covenant, condition or provision does not materially prejudice either LESSOR or LESSEE in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 20__, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

LESSEE:

Jeff Obering
O&O Investment, LLC

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this ____ day of _____, 20____, personally appeared before
me _____ who duly acknowledged to me that he/she/they
signed the above and foregoing document.

NOTARY PUBLIC

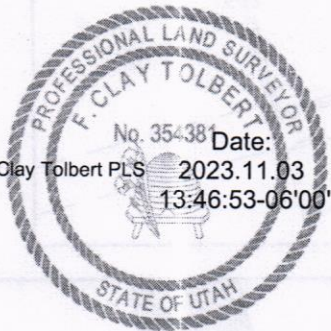
Exhibit "A"

O&O INVESTMENTS LLC AIR AIRPORT LEASE PARCEL

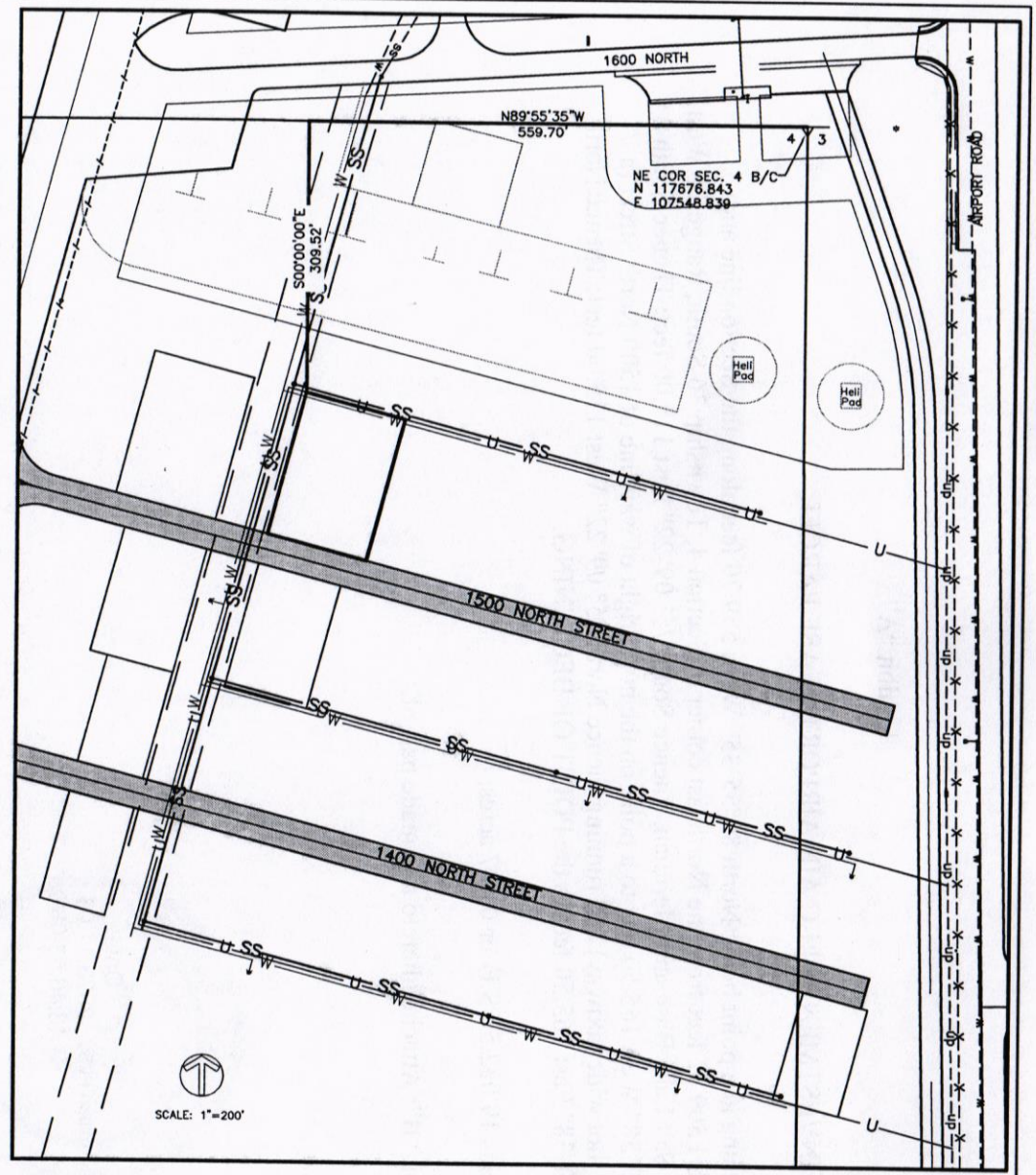
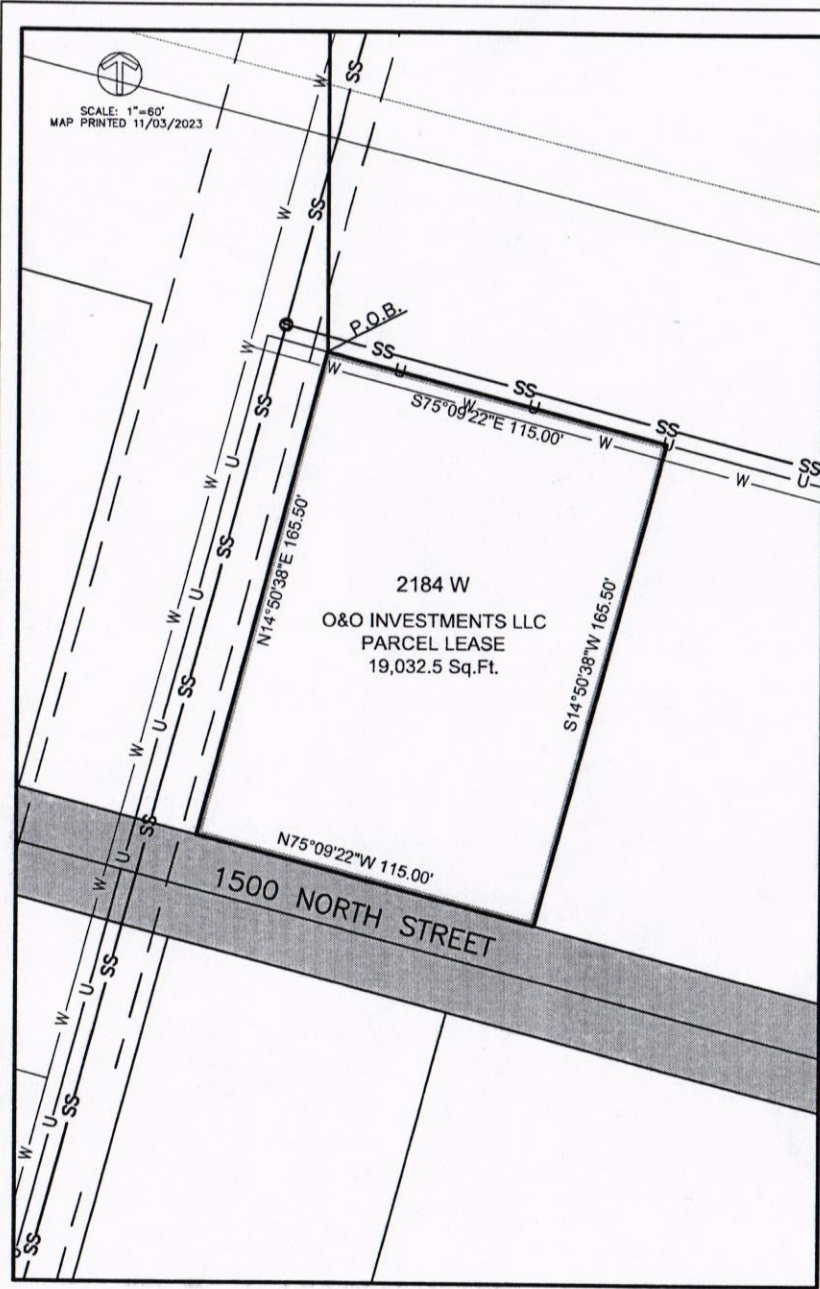
Beginning at a point being North 89°55'35" West, 559.70 feet along the Section line and SOUTH 309.52 feet from the Northeast corner of Section 4, Township 36 South, Range 11 West of the Salt Lake Base and Meridian, Thence South 75° 09' 22" East 115.00 feet; Thence South 14° 50' 38" West 165.50 feet to a point on the north right of way line of 1500 North Street (a 35.00 foot wide taxiway) and running thence North 75° 09' 22" West 115.00 feet; Thence North 14° 50' 38" East 165.50 feet to the POINT OF BEGINNING.

Contains 19,032.50 S.F. or 0.437 acres.

Exhibit "B": Attached hereto and made part of.



F. Clay Tolbert PLS 2023.11.03
13:46:53-06'00'



O&O INVESTMENTS LLC
RAW LAND LEASE
EXHIBIT "B"

CEDAR CITY COUNCIL

AGENDA ITEM – 11

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 15, 2023
SUBJECT: Approval Vroom.Me Car Rental Lease in airport terminal

DISCUSSION:

Vroom.Me car rental, based out of the St. George Regional Airport, reached out to me requesting space for a car rental organization to operate out of our airport. Vroom.Me offers a unique car rental fleet, varying from compact cars, offroad vehicles, and large sprinter vans. At this time, they are pursuing a lease agreement that includes a car rental counter, office space, and five (5) parking spaces at our airport terminal. Along with city legal, we have drafted a 5-year lease agreement for Vroom.Me to occupy the described space and provide additional rental car options for our airport, which is critically needed.

We are asking for the city council to approve this lease with Vroom.Me to operate out of our available space at the airport.

LEASE AGREEMENT

THIS AGREEMENT, made and entered on this _____, _____, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and AMPLIFICARE, LLC dba VROOM.ME, hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, LESSEE operates a car rental business, and LESSEE is desirous of obtaining office space at the Cedar City Regional Airport from the LESSOR for the purpose of carrying on said business, and LESSOR deeming it to be a mutual advantage to both parties to offer LESSEE space at the Airport on a rental basis;

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Leased Premises. LESSOR hereby leases, subject to the conditions herein set forth, 170 square feet of office space in the terminal building as shown on Exhibit A1 attached hereto and incorporated herein by this reference. The leased space shall be used for the sole purpose of operating a car rental business, and any other activities which may be approved in writing by the Cedar City Council. LESSOR also hereby leases 5 parking spaces as shown in Exhibit A2. The parking spaces are for the storage of rental vehicles only.
2. Term. The term of this Lease Agreement shall be for a period of five (5) years commencing on 1 December 2023, and expiring on 30 November 2028, unless sooner terminated pursuant to the terms of this Agreement. During said 5-year period, LESSOR may increase the consideration annually, at a rate not to exceed the aggregate percentage of increase in the overall national consumer price index

for the previous calendar year and not to exceed a maximum of 5 percent. The lesser of the two rates will be utilized.

3. Rental. The LESSEE shall pay to LESSOR as rental for the above-referenced office space the sum of \$1.30 per square foot per month. LESSEE shall pay to LESSOR as rental for the above referenced parking spaces the sum of \$5.00 per parking stall per month.. Total monthly rental fee shall be \$246.00. The LESSEE shall also pay an Airport Concession Fee of 10% of gross sales on all car rentals. This Airport Concession Fee shall apply to all customers that arrive or depart from the airport or use the airport in any way during rental period, regardless of where the vehicle is picked up, dropped off, or where the contract is executed. All payments shall be payable on or before the first day of each month commencing on 1 December 2023. Failure to pay the lease payment for thirty (30) days shall constitute a breach of this agreement. LESSEE shall have fifteen (15) calendar days to cure the breach. Thereafter, they shall forfeit all rights under the lease, the lease shall terminate and possession of the leased property shall revert to LESSOR. Any personal property of LESSEE remaining on the premises for more than fifteen (15) days after termination of the lease for any reason shall become the property of LESSOR to dispose of as it sees fit. LESSEE gives LESSOR the right to inspect its monthly gross sales receipts at any time requested by LESSOR.

- a. LESSEE agrees that as a condition of leasing City property, that LESSEE's operating hours will accommodate all incoming scheduled commercial service flights into the Cedar City Regional Airport. LESSEE and LESSOR acknowledge the importance and necessity for all incoming passengers to have the ability to rent a vehicle from a location at the Cedar City Regional Airport no matter the day or time of day of the incoming flight.

4. Insurance. LESSEE agrees to maintain personal injury and property insurance coverage with

one million dollars (\$1,000,000.00) aggregate coverage and one million dollars (\$1,000,000.00) per occurrence. The policy shall name the LESSOR as an additional insured. LESSEE agrees to hold the LESSOR, its elected and appointed officials, its agents and employees harmless from liability arising out of the use of the leased premises by LESSEE, its agents or invitees, or from loss or theft of LESSEE's property located on said premises. LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the premises or any part thereof, and LESSEE agrees to hold LESSOR harmless from any claims for damages, unless and except such claims or damages are occasioned by an act of gross negligence on the part of LESSOR, its agents, representatives or employees. LESSEE, at its expense, shall maintain insurance on LESSEE's contents at the premises. LESSOR shall maintain insurance on the terminal structure.

5. Utilities. LESSOR agrees as part of said rental to furnish heat, air conditioning, electricity, and area lighting. LESSEE shall be responsible for telephone expenses and any other utility not herein specifically agreed upon. Should LESSOR have notice that a utility has malfunctioned, LESSOR shall have a reasonable time to fix the malfunction.

6. Maintenance of Terminal Building. LESSOR reserves the right and privilege to develop, further improve, repair, maintain or otherwise modify the terminal building as it sees fit. LESSOR has the right to temporarily close the terminal building or any part thereof for maintenance or improvements, or for public safety, without liability to the LESSEE. LESSOR has the right to enter the space leased by LESSEE to conduct any activity described in this paragraph. LESSOR shall do so with due regard to LESSEE's business.

7. Alterations. LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements, in, to, or about the premises. This paragraph includes

improvements contemplated by paragraph 15 of this Agreement. Once the written design is approved by the City, the written design shall, without further action, become a part of this contract.

8. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting LESSEE'S use of the premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE shall have the right to bring a claim in its own name for its loss of business and leasehold interest, as well as any other damages LESSEE may suffer as a result of the taking.

9. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that LESSEE shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of LESSEE on the premises. If such repairs cannot be made within said sixty (60) days, LESSOR, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that LESSOR shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building, or damage leading to the total condemnation of the building, in which the premises may be situated shall terminate this lease. As of the date when the condition occurred that caused the destruction or ultimate condemnation

of the premises.

10. Compliance. LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE. LESSEE will also abide by all existing or future Federal and State requirements, including requirements of furnishing services on a fair, equal and not unjustly discriminatory basis to all users; to charge fair, reasonable and non-discriminatory prices for each unit of service provided; to meet all requirements of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Non-Discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title 4 of the Civil Rights Act of 1964, as said regulations may be amended. LESSEE shall not use or permit any part of the leased premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. The LESSEE shall not use or allow the leased premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation or use of Cedar City Regional Airport. LESSEE acknowledges that they are to abide by all rules and regulations of the Cedar City Regional Airport and that these rules and regulations may change over the life of the lease.

11. Sub-Letting. LESSEE shall not sublet the premises without the prior written consent of the Cedar City Council.

12. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the

LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option. LESSEE shall have the option to terminate this lease agreement if all airline services are withdrawn from Cedar City Regional Airport for a period longer than one hundred eighty (180) days.

13. Default. In the event of breach by LESSEE of any terms of this lease, except failure to timely pay rent, and upon the expiration of thirty (30) days after written notice of said breach is given, the rights of LESSEE hereunder shall terminate.

14. Binding. This lease shall be binding upon the heirs and successors of the parties hereto. Should either party default on any of the terms of the lease, the party in default agrees to pay the costs of enforcing the same, whether by legal process or otherwise, including payment of reasonable attorney's fees.

15. Acceptance and Alteration. LESSEE accepts the rented space in its AS IS condition. Any alteration to be made in accordance with this lease shall be at the expense of LESSEE. Any personal property or fixtures remaining on the premises for more than fifteen (15) days after termination become property of Cedar City.

16. Jurisdiction and Venue. Both parties agree that only the Utah State Courts in and for Iron County shall have jurisdiction and venue over any disputes.

17. Severability. Should any phrase, clause, paragraph, or sentence in this contract be held invalid by any court for any reason, it shall be severed from the rest of the contract and shall have no effect on the validity and application of the rest of the contract.

18. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist upon the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition or covenant of this Lease required to be performed by the LESSEE, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the LESSOR. No waiver of any breach shall affect or alter any term, condition or covenant of this Lease, and such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the LESSOR as provided by this Lease.

19. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

20. Holdover. In the event the LESSEE shall hold over after the termination of this Lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms, conditions and covenants, including allowed annual increases as set forth herein. Such holding over period shall include any time employed by the LESSEE to remove any buildings, structures or improvements permitted by this Lease.

21. Modification. The Lease shall not be modified, altered or changed in any way whatsoever unless in writing and signed by both parties hereto.

22. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR's address is: 10 North Main, Cedar City, Utah 84720. The LESSEE's address is: 2313 South Last Chance Drive, Washington, Utah 84780

(b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph (a)

(c) If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

23. LESSEE Independent Contractor. LESSEE is and shall be an independent contractor and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

24. Time is of the Essence. It is agreed and understood by the parties that time is of the essence as to each and every provision, condition, covenant or other term of this Lease.

25. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein

contained shall in every case be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE, and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

27. Recordation of Lease. The LESSOR intends to record this lease with the Iron County Recorder.

28. Invalid Provisions. In the event that any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of such covenant, condition or provision does not materially prejudice either LESSOR or LESSEE in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

This is to certify that on the ___ day of _____, 20___, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

LESSEE:

Jason Schallenberger
Amplificare

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this ____ day of _____, 20 ____, personally appeared before me who duly acknowledged to me that he/she/they signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY COUNCIL

AGENDA ITEM – 12

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 15, 2023
SUBJECT: Approval to amend legal description for Four Flight Investment

DISCUSSION:

Four Flight Investment entered into a lease agreement with the city on May 23, 2023, to construct T-Hangars. In August, it was discovered that the land parcel's measurements and lease location were both incorrect for this lease, however, it was thought that the building parcel of the lease had the correct measurements and was in the correct location. On September 20, 2023, a lease addendum was presented to and approved by the council at the next work meeting. The addendum was signed by both parties, however the tenant's title company discovered that the building parcel of the lease was not in the correct location per the legal description. This has now been corrected and the legal description has now been officially certified by the city surveyor, which was not done prior to this addendum.

We are requesting the city council to approve a lease addendum to amend the property's legal description so Four Flight Investment can continue building their hangar structure.

LEASE AGREEMENT ADDENDUM

This lease amendment is entered into and becomes effective on the ____ day of _____ 2023, between Cedar City Corporation, a municipal corporation and political subdivision of the State of Utah, herein referred to as “LESSOR”, and Four Flight Investment, of Cedar City, Utah, hereinafter referred to as the (“LESSEE”). This Addendum shall govern the lease between the PARTIES.

RECITALS

WHEREAS, LESSEE and LESSOR entered into the Lease Agreement on May 23, 2023 for the land parcel of property located at the CEDAR CITY REGIONAL AIRPORT, Cedar City, Utah, and recorded on May 31, 2023 at the Iron County Recorder’s Office on page 691 of book 1,644;

WHEREAS, on September 27, 2023, Four Flight Investment and the City entered into an agreement allowing Four Flight Investment to amend the lease boundaries of the “Land” in the original agreement. This amendment was recorded at the Iron County Recorder’s office on October 13, 2023, on page 1,073 of book 1,657;

WHEREAS, LESSEE and LESSOR met in October, 2023 to discuss amending the boundaries of the original “Building” boundaries Lease Agreement to correct a discrepancy in the previous amendment. As a result of this meeting, both parties have mutually agreed to amend the boundary lines of the property lease to correct an incorrect parcel description and provide a new certified legal description for both the “Land” and “Building” portions of the lease.

NOW THEREFORE, PARTIES agree as follows:

CITY and LESSEE agree that the lease boundaries in the above referenced lease agreement will be amended to the legal descriptions provided in “Exhibit A”.

CITY and LESSEE will abide by all terms and conditions of the original Lease Agreement dated May 23, 2023.

**CEDAR CITY CORPORATION:
(LESSOR)**

Dated this ____ day of _____, 20__.

By: _____
Garth Green
MAYOR

(SEAL)
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH
COUNTY OF IRON

This is to certify that on the ____ day of _____, 20__, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Garth Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

**FOUR FLIGHT INVESTMENTS:
(LESSEE)**

Dated this ____ day of _____, 2023.

By: _____
Four Flight Investments

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this ____ day of _____, 20____, personally appeared before
me _____ who duly acknowledged to me that he/she/they
signed the above and foregoing document.

NOTARY PUBLIC

"Exhibit A"

LEGAL DESCRIPTION OF LAND PARCEL

BEGINNING AT A POINT SOUTH 0°02'25" EAST ALONG THE SECTION LINE 2393.45 FEET AND WEST 538.40 FEET FROM THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 36 SOUTH , RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 06°47'37" WEST, 330.23 FEET;
THENCE NORTH 83°13'31" WEST, 138.07 FEET;
THENCE NORTH 07°25'07" EAST, 330.29 FEET;
THENCE SOUTH 83°12'23" EAST, 134.47 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.033 ACRES.

LEGAL DESCRIPTION OF BUILDING PAD PARCEL

BEGINNING AT A POINT SOUTH 0°02'25" EAST ALONG THE SECTION LINE 2403.37 FEET AND WEST 589.97 FEET FROM THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 36 SOUTH , RANGE 11 WEST OF THE SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 06°47'37" WEST, 273.00 FEET;
THENCE NORTH 83°12'23" WEST, 50.00 FEET;
THENCE NORTH 06°47'37" EAST, 273.00 FEET;
THENCE SOUTH 83°12'23" EAST, 50.00 FEET TO THE POINT OF BEGINNING.



CEDAR CITY COUNCIL

AGENDA ITEM – 13

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: November 15, 2023
SUBJECT: Amendment to the Airport Rules and Regulations

DISCUSSION:

With the Airport Board recommendation, I am seeking approval to amend the Airport Rules and Regulations:

The proposed changes include exempting airport operations and emergency vehicles from the airport speed limit of 15 mph. I believe this to be essential to ensure that airport operations and emergency operations can minimize their response times and minimize total time spent on critical aircraft areas.

The next changes are found in subsections c and d on page 28 and 29 regarding the transportation and storage of aviation fuel and non-aviation fuels. These changes would officially allow government contracted firefighting refueling vehicles to operate out of our airport. The other changes include which specifications apply to only aviation fuels and also includes a separate portion limiting the storage of non-aviation fuels.

Our final request tonight is to section 17 on page 50, increasing the construction standards on airport property in respects to safety. The intention of these changes is to increase awareness of both parties and to increase the safety of aircraft. As described in the attached document, this amendment would require airport tenants to host a pre-construction meeting with airport staff, ensure that all construction materials and equipment remain clear of aircraft areas, and for the construction to include a foreign object debris (FOD) prevention program.

We are requesting that the city council amend the Airport Rules, Regulations, and Minimum Standards as listed in the attached documents. Thank you for your consideration.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 14
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider bids for the Cedar Canyon Test Well project.**

Discussion: This project consists of constructing a new test well in Cedar Canyon near the Right Hand Canyon turnoff on the south side of Highway 14. This project will determine potential quantity and quality of water that may be available in the shallow aquifer adjacent to Coal Creek. The test well is anticipated to be drilled near one of the City's existing chlorinator stations about 700 feet west of Right Hand Canyon Road (refer to the exhibit below).

The bids have not been received yet for this project. The bids are due on Tuesday, November 21st. The bid results will be provided in the packet for the City Council action meeting.



CEDAR CITY COUNCIL
AGENDA ITEMS - 15
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: November 13, 2023
SUBJECT: Disposal of City Property

Below is a map showing the City's approximately 32.47 acres of land in the vicinity of the old wastewater treatment plant. There are three areas shown, one in green, one in blue, and one in red. The green area is approximately 16.14 acres of land. The blue is approximately 5.5 acres of land. The red is approximately 20 acres.

The property outlined in green is leased to Coal Creek Gravel. It is a 20-year lease or until they mine 500,000 cubic yards of material whichever comes first. The lease started in 2014.

The blue property is not leased out. When Cedar City leased the green property to Coal Creek Gravel, the City Council decided to exclude the +/- 300 feet back from Bulldog Road for future commercial/industrial development.

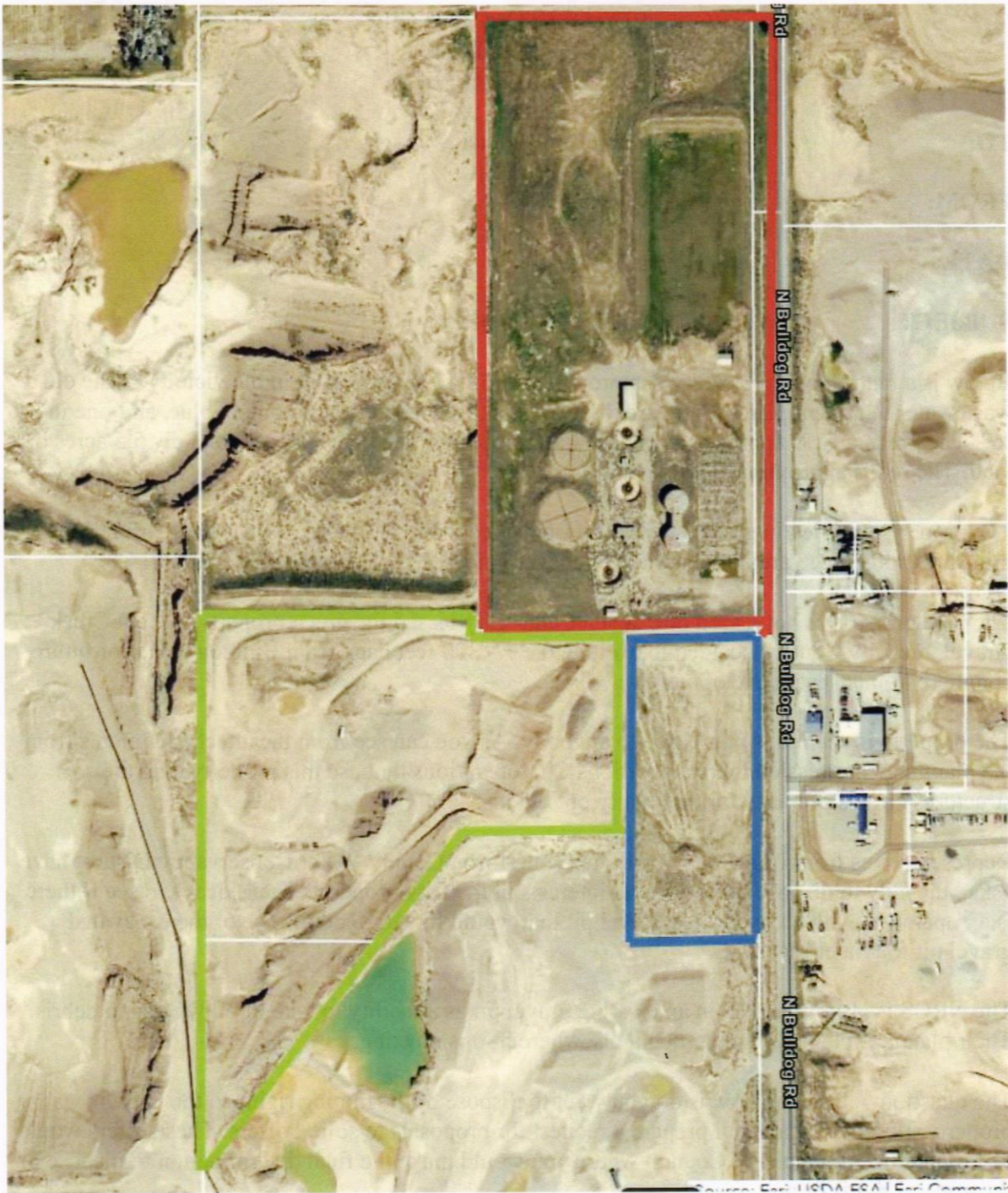
The property in the red is not leased to anybody. As you can see from the attached minutes from the planning commission there are various City operations that use this property, and the structures on this property for their daily operations.

Representatives from Iron County and the Central Iron County Water Conservancy District have asked the City to dispose of its mineral interests in the City property. Their idea is to see if there is an operation with an excavated gravel pit that would like to trade the use of the excavated gravel pit for water recharge.

The NRCS is also interested in an existing gravel pit as a facility to take flood water and debris. Their plan is explained in more detail elsewhere in this meeting.

The question before you now is do you want to dispose of the mining rights to the City's property. If you do, staff will prepare a request for proposals to solicit offers. These offers would be brought back to the City Council where you would make the final determination to dispose of the mineral rights or not.

The planning commission gave this item a positive recommendation. Attached are their minutes. Please note the Planning Commission was looking at +/- 30 acres, much of that area is already subject to an existing lease. If you have questions, please ask. Thank you.



Source: Esri, USDA, ESA, Esri Community

1. Disposal of City Property
(Recommendation)

2100 N. Bulldog Rd
approx. 30 acres at old WWTP

Paul Bittmenn

Paul Bittmenn: This is a new presentation. Old Wastewater Treatment Plant. There are two additional pieces of information I would like to present to you. There are mining rights on the property. The property is in three sections. Fence on the south end. There is a piece leased out to DeMille. The front piece Cedar City still owns, unencumbered. The request is to dispose of mining rights on back piece. There are two proposals that will come before the council. That leads us into putting the mining rights up for bid. I have discussed this with Commissioner Cozzens and Mr. Monroe. They would like to see if there is a possibility to get existing pit from Parsons, it is a 10 year lease. And then use the pit for water recharging. This will be in a presentation to City Council about RCS, they have large pocketbook. They do flood mitigation for cities, counties, and towns. Sometime after the flooding a few years ago at the Flying L subdivision, the county started working with RCS to lower Coal Creek and get it out of the flood plain. It is split into upper and lower. Upper down to I-15. Lots of work has been done in the past 10-15 years. It holds more water. Then there is lower Coal Creek which is I-15 to WWTP. Basically, their idea is they know the carrying capacity of lower Coal Creek, take the water and debris that is over the carrying capacity and dump it into the gravel pit. Holding capacity exceeds the amount of carrying capacity. This pit alone could last 75-100 years for this purpose. We don't get the floods every year at Coal Creek, but they do reoccur. It is my recommendation of disposing mining rights on the piece of property. We know Staker, Sunroc, DeMille, and Parsons would be interested in them. If they are put out to bid, flood control recharge could be part of the bid.

Jennifer: We would lease the land, dispose of the mineral rights.

Isom:

Paul: Our friends with Sunroc have pits we could use for 100 years. DeMille approached City and said he is getting pretty deep and getting pretty wet. We would open it up to everyone, flood control and water retention is part of the deal.

Carter: I think there are two issues, one day us using it for recharge. Also storm water department store trucks and dump stuff there.

Paul: There is a building we use for storage. There is another one the Police Department fixed up. Two new connexes, also belong to Police, long term evidence storage.

Jennifer: Last time they weren't talking about leasing mineral rights, they were talking about disposing of the property. We can all use it. If we dispose of Mining rights, can we still retain the parts we are using?

Paul: The piece where the buildings are, is 6 acres, where it fronts bulldog, is 4 acres. We can split it.

Tom: Is that enough?

Paul: We won't know until we put it out for bid. If we want to get rid of real property, we go to the Planning Commission, then the City Council. Do you even want to entertain getting rid of mining rights? If counsel is interested in proposals, then we go from there.

Garth Green: We talked about doing injection wells. That one is really expensive. I support leasing the mining rights, but not getting rid of the property. The holes are valuable to us. You have seen the size of Staker Parsons pit. It is valuable and works for both the City and County. I hope personally that Sunroc or Staker Parsons take more gravel out of the pit. We use their pit; we are presently putting water into it. If we are using part, we decide, how is the best way to do it

and weight in, and negotiating. I support the idea. The pits are valuable. Where we have Coal Creek run out to Rush and Quichapa. Selling the gravel is a good idea. Move water from the freeway to Lake on the Hill. We can use Coal Creek to do that. There are opportunities to do that. South of us, wastewater is mixed with sewer water. It is AG water; I don't know why we aren't mixing water with Coal Creek rights and making AG water. There is an opportunity for the City and County to both benefit. I don't think it will hurt the city to put it out there,

Carter: Both proposals pertain to Staker Parsons moving, how long is left on their lease?

Mayor: 9 ½ years left on lease. We just renewed. Maybe they will be done in 5 years. They are clearly a player.

Paul Cozzens: I am the liaison to the water board. I served 2012-2019. In 2016 I took the assignment to contact those with pit leases. I called Staker Parsons, Etc. I asked if we could recharge. They weren't interested. We found pipe, ran from Coal Creek to pit. Jeff Hunter helped. Dug trench. Where it dropped off the bank, it collapsed. We brought in 100 loads of basalt. It is working really good. There is a dam between the two pits. The challenge is, we knew we would need every place we could put water. We asked Staker Parsons if they could pull out of the pit and start mining in the other pit. The dam started leaking. Pull out of the city pit and put a spillway to fill equally. They were amiable to that. I didn't know Sunroc approached about the trade. The one thing I would like to bring up is the awesome partnership we have with Western Rock. They own the old Schmidt pit. We can't base the RFP on past, we have to move forward. They have been an awesome partner. The pit near airport road, I asked if we could put water in, they said no, then two weeks later came back and said yes. We recharged about 1.7 billion gallons of water. A lot of that is because of what Sunroc has let us do with the property. The RFPs should be rated to how the companies could help us. We had meeting with NRCS, talked about putting water in the pits. Water is 50% mud, not conducive to recharge. But we don't have any other options. We could have a very controlled gate to take off in case of another flood someday. It percolates in about a month. Water District is in support.

Carter: In your opinion, is the parcel all or nothing, or can we both use part?

Paul: I think so. To recharge you have to have a big hole in the ground. It has taken 5 years to dig to what it is now. It will take them a long time, maybe 10 years.

Carer: Not an immediate evacuation.

Tom Jett: Is that enough space?

Paul: I am not an expert. It would depend on growth and how much they need. The value to the county and city, when you consider the cost of water, it outweighs some buildings and storage.

Carter: Would it be the biggest recharge pit?

Paul: Sunroc would still be bigger. They still have a lot to mine. You can run semi dirty water in, and clean overflows. Anything we can do to promote water recharge

Darrin Adams: I acknowledge the values of the recommendation. There are two connexes. We picked this location because we didn't have another option. We have locking connexes, then enclosed fence. We have two vehicles that need to be kept 50 years to life. On the south we have taken over the old administration building. The guys have done a great job with it on their own time and energy. We train there. I have before and after photos. It has been huge for training and moral. I realize it could take years. Space is an issue. Having space that is already ours is huge. We are on the south end.

Carter: How long until you anticipate until you need more connexes?

Adams: I think the two are sufficient. Hopefully not another one for a long time.

Randy Clove: I am with Cedar City Wastewater Collections. We utilize this property daily. We

use the drying beds. In the building we have a water truck, back up vac truck. Parks and Rec use the building for storage. We have used them for 20 years. At this location, sewer is out of sight out of mind. We are running out of room at Public Works. This would be a perfect spot for a new shop. I have four guys in one small room. It would be close for emergency calls. We have looked at this property for a long time for a new shop. This location helps alleviate odor complaints. We would have to build another drying bed, and who knows how much that would cost. Then driving out there and all that charge. This is centrally located. We would love to build a shop down there in the future.

Carter: This is the drying beds you pull that out of the vac truck?

Randy: When it dried out, we hydro excavate. We mix and put in pond bed. It is really easy for us, take from drying beds and put right there. It would be very detrimental to us if we lost these grounds. I understand we have water issues; this is very valuable real estate to the water treatment plant.

Tom: If we took some revenue from the mining rights, to put in drying beds, but it is further awa.

Randy: It would also be time. We take care of the county too. I would have to hire another guy and another truck.

Carter: In your opinion, if there room for both?

Randy: You have cell towers and slopes. I don't think there is a lot of room for mining.

Hahn:

Carter: My thought is this is the first step in many. It isn't a done deal. There are a lot of possibilities. I say, let's put our thinking caps on and see if we can make it work for everyone.

Councilmember Carter motions for a recommendation to approve disposal of city property, the Mineral Rights Lease at 2100 N Bulldog Rd; Jett seconds; all in favor for unanimous vote.

CEDAR CITY
COUNCIL AGENDA ITEM 110
STAFF INFORMATION SHEET

TO: Mayor and Council

FROM: City Attorney

DATE: November 13, 2023

SUBJECT: Ordinance Text Amendment- Chapter 32 Overhaul.

As many of you already know, City Staff have been working for months on a major overhaul of the City's subdivision ordinance to bring it in line with the State Legislature's changes in the 2023 session. The largest changes at the State level become effective on February 1, 2024, so Staff have been aiming for that date. We will explain the changes in more detail at the Council meeting, but in very short summary, the proposed changes to bring our subdivision process into line with State law include,

- 1) Removing the Planning Commission and City Council from the basic subdivision process as long as the proposed subdivision meets current zoning and subdivision standards.
- 2) Creating a multi-cycle staff-level system for reviewing, approving, and denying subdivision applications.
- 3) Requiring developers to provide all necessary information and documentation and pay fees prior to or concurrently with the application.
- 4) Creating two methods of appeal from staff-level decisions.

In addition to the above State-required changes, an additional change is proposed to reduce the avoidance of public improvement requirements of the City's ordinances.

The Planning Commission gave a positive recommendation for the proposed changes.

Please consider the request to amend City ordinances as well as the accompanying revisions and adoptions by resolution of the City Engineering Standards, Consolidated Fee Schedule, etc. required to carry out the changes in ordinance. As drafted, all of these changes will take effect February 1, 2024.

4. PUBLIC HEARING

Ordinance Text Amendment Chapter 32
Subdivision Ordinance
(Recommendation)

Randall McUne

Randall: Biggest changes 1. Removing parts (Council, Planning Commission) at basic subdivision level. 4 cycle process, all documents up front, appeals, public improvement avoidance. We clarified a few things on lot line adjustments. Planning Commission would still be needed for General Plan amendments, zone changes, changes to engineering standards, ordinance changes. Sketch meeting people haven't been happy with. It depended on what they brought. A developer got a variance because we didn't catch it at sketch meeting, we don't want that. City will have 15 business days to submit all comments. Developers have as long as they want. If they take more than 20 days, we get additional time. We have one chance in each cycle. If we miss something that isn't life safety, then we can't go back and readdress it. We have to catch little changes as they come through. At the end of the cycle, we approve or deny. Then change to two step for final approval. The process with subdivisions and PUDs will be very similar now. No more detailed minor lot, just subdivisions. Any comments or corrections, we say here are the problems, and cite the ordinance. Anything we miss other than life safety, or federal and state rule goes forward. They will need to be frontloading. Fees may change to average out instead of keeping track of how much time has gone into it. Fees will be paid upfront because we have to be able to do in 15 business days. If they say they don't need something, but they do, that is a cycle. Staff will reject if the proper upload was not made. If you say it's there, and it's not, it is rejected. More formal than what we have now. Be prepared to be rejected. We hope the developers can key into this. If they can frontload, it will make their jobs easier. Some will like it and some will struggle. Appeals: I did not give the three-engineer board any more than I had to. It is very expensive. Only if staff doesn't respond or ask for more than 32 feet of pavement on residential pavement.

Jonathan: Our standard is 30

Randall: We don't have to change anything besides appeals. It is very expensive. We have to pay the engineers. Applicant pays 50 % plus appeal fee. Timeline is quick. Limited to when statute requires. All other appeals can be to city manager or designee. Another appeal would go to the 5th district court. We changed this part. The previous draft was too short, we put this in going after developers. If I create a flag lot, which part to improve, and which ones do I not have to? The goal is to get public improvements in. What we don't want happening is people putting future phases along public improvements. We wanted to have it so they have to put it in, and where. This is the one thing that is not mandatory. This is solving a problem we have been running into. Not mandated by the state. If you don't pass it, it won't go into ordinance. The council has the authority to approve all but a certain subsection. They can tweak. That can be your recommendation as well. We don't want Developers to design phases purely to wait to make improvements.

Tom: Sometimes a developer has to do this or is not feasible. 60 feet is plenty to build a building. On the 14 acres we developed, if that was the rule, we couldn't have done it.

Hahn: When will that improvement be put in?

Tom: In our situation the road will be put in never.

Randall: The surest way to enforce a needed change is to change ordinance. If it doesn't work financially, then they would not do it. The city should decide if the city should keep the rule.

Some developers creatively make the phases to not have to make improvements. Maybe the developers wouldn't have if that is what they had to do. If it doesn't make sense to put it in for 10 acres, then it won't make sense for 1 acre. It can get complicated like if it is not rectangular, We are trying to get the quickest path, but at least same width or greater. Avoiding gaps. This would require them to fill that in. We have to deal with fire and police, it makes it easier for the city to attend to that. We have PUDs that the last phase was supposed to be the amenities, and the amenities never went in. If their overall subdivision reaches 75% that is when all improvements have to be in. Basically, when it is big enough the city has to provide services. These are the biggest changes. There are others on how we measure things. We are happy to hear suggestions. We think in the end, we are preventing developers from kicking it down the road to never be put in, or the city pays.

Don: It does get complicated. Presented drawings of examples of phases and where improvements would be required. Flag shape development gets more complicated. The idea is to not encourage avoiding putting in improvements. This ordinance would require expand full width of phase 1. If they aren't developing a phase, but we need that access, if over 80 units, then it would go in. We are hoping for no gaps. We know we will run into a situation where it isn't feasible to close the gap, so we have a stop gap built in. In the past we have seen minor lot, that are left that is not part of the development. Improvements don't happen. Previous timeframe is 5 years.

Open Public Hearing

Closed Public Hearing

Councilmember Isom motions for positive recommendation the ordinance text amendment of the Subdivision Ordinance in chapter 32; Gardner seconds; Tom Jett opposes.

**CEDAR CITY
ORDINANCE 1129-23_**

**ORDINANCE REWRITING CHAPTER 32 REGARDING PROCEDURES FOR
SUBDIVISIONS AND PLANNED UNIT DEVELOPMENTS (PUDS).**

WHEREAS, Cedar City has adopted Chapter 32 of the ordinance of Cedar City, Utah, and said provisions contain specific requirements governing the control of the creation and modification of subdivisions; and

WHEREAS, the Utah Legislature passed legislation in 2023 requiring extensive changes to Cedar City's subdivision process; and

WHEREAS, the Cedar City Council desires to update its ordinances to carryout those statutory changes; and

WHEREAS, the Cedar City Council further desires to have public improvements installed by developers in an orderly and complete fashion; and

WHEREAS, Cedar City staff have presented these changes to the public, including to local stakeholders working within the development industry; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to make these changes by ordinance and other related changes by resolutions.

NOW THEREFORE, be it ordained by the City Council of the Cedar City, in the State of Utah, that the below ordinances are amended to include the below underlined text and exclude all crossed out text:

SECTION 1: **AMENDMENT** "Section 26-VIII-7 Subdivisions" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 26-VIII-7 ~~Subdivisions~~Repealed

~~The subdivision of any land whether by metes and bounds or by recorded plat or the vacating or changing of a subdivision plat shall be reviewed by the Planning Commission and City Council according to the provisions of the City's Subdivision Ordinance, Chapter 32.~~

Amended by Cedar City Ordinance No. 0612-13-3

SECTION 2: AMENDMENT "Section 32-2 Definitions" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-2 Definitions

- A. For the purpose of this Ordinance and any Resolution setting the requirements for a complete subdivision land use application, the following definitions shall apply:
1. **Arterial Street:** A street, existing or proposed, which serves or is intended to serve as an arterial traffic-way and is so designated on the Master Street Plan and further described in the Cedar City Engineering Standards.
 2. **Available Sewer:** An existing City sewer main into which sewage from a proposed subdivision can drain.
 3. **Collector Street:** A street, existing or proposed, of considerable continuity which serves or is intended to serve as the principle traffic-way between large and separated areas or districts and which is the main means of access to an arterial street system. As shown on Cedar City's Streets Master Plan and further described in the Cedar City Engineering Standards.
 4. **Easement:** A quantity of land set aside or over which a liberty, privilege or advantage in land without profit, existing distinct from the ownership of land, is granted to the public or some particular person or part of the public.
 5. **Final Plat:** A recorded plat of the land division, which has been accurately surveyed and such survey marked on the ground so that streets, alleys, blocks, lots and other divisions thereof can be identified. The Final Plat shall contain all information required by State Law and City ordinance.
 6. **Intervening Property:** Property located between the existing City utilities and public service facilities, and the property under development.
 7. Land Use Authority: The City Engineer and any designee(s) of the City Engineer.
 8. Local Street: A street as defined by the Cedar City Engineering Standards, existing or proposed which is supplementary to a collector street and of limited continuity which serves or is intended to serve needs of a neighborhood.
 9. Lot: means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder.
 10. ~~Lot Line Adjustment: The relocation of the lot line in a platted subdivision or a property line in an un-platted area that can be approved by the City Engineer if the proposed lot line adjustment complies with Section 32-5 (A) As defined by Utah Code Ann. 10-9a-103, as amended.~~
 11. **Meets & Bounds:** The description of a lot or parcel of land by courses and distances.
 12. **On-Site Facilities:** Facilities installed in, under, or upon the public streets, or

rights-of-way within or on the perimeter of the subdivision or development site.

13. **Off-Site Facilities:** Facilities designed or located so as to serve other property outside the boundaries of the subdivision.

14. **Oversize Facility:** Facilities with added capacity designed to serve other property outside the boundaries of the subdivision or development site.

15. **Parcel:** means any real property that is not a lot.

16. **Parcel Boundary Adjustment:** As defined by Utah Code Ann. 10-0a-103.

17. **Preliminary Plat:** A map of a proposed land division which has been prepared in accordance with regulations herein prescribed.

18. **Review cycle:** the occurrence of:

a. the applicant's submittal of a complete subdivision land use application;

b. the City's review of that subdivision land use application;

c. the City's response to that subdivision land use application, in accordance with this section; and

d. the applicant's reply to the City's response that addresses each of the City's required modifications or requests for additional information.

19. **Simple Minor Lot Subdivision:** A subdivision where one of the following criteria is met:

a. The subdivision is in a residential zone, and all lots front a dedicated public street that is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than ten (10) lots including the remainder parcel;

b. The subdivision is in an industrial or commercial zone and all lots that front a dedicated public street, the street is completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel; or

c. The subdivision is in an industrial zone, commercial zone, or residential zone and meets the following criteria:

(1) The subdivision consists of less than ten (10) lots including the remainder parcel and the primary lot frontage along unimproved dedicated public streets are more than 200 feet;
or

(2) The subdivision consists of less than three (3) lots including the remainder parcel, the primary lot frontage along unimproved dedicated public streets meets the minimum width of the underlying zone, and all lots including the remainder parcel are a minimum of one (1) acre in size or larger.

d. For all simple minor lot subdivisions, no lot including the remainder parcel, shall have a depth of less than 200 feet. For any lot including the remainder parcel that abuts a Master Planned road or dedicated

street, lot depth shall be measured from the nearest side of expected or current right-of-way, whichever is wider.

20. **Subdivider/Developer:** A “Subdivider or Developer” is any person laying out or making a subdivision or Planned Unit Development (PUD) respectively as set forth above.
21. **Subdivision:** A subdivision and what is included and not included in a subdivision is described in Title 10, Chapter 9a, Section 103 ~~(52)~~ of the Utah Code.
22. **Subdivision improvement plans:** the civil engineering plans associated with required infrastructure and City controlled utilities required for a subdivision.
23. **Subdivision ordinance review:** review by City staff to verify that a subdivision land use application meets the criteria of the City's subdivision ordinances.
24. **Subdivision plan review:** a review of the applicant's subdivision improvement plans and other aspects of the subdivision land use application to verify that the application complies with the City's ordinances and applicable standards and specifications.

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 3: **AMENDMENT** “Section 32-3 Staff Sketch Review” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-3 Staff Sketch Review

- A. All types of Subdivisions, PUD’s or lot line adjustment proposals ~~may~~**shall** be presented to the City’s Staff Sketch Review Committee at the appropriate time before any City ~~Council, City Planning Commission or City Staff~~ approvals are obtained.

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 4: **AMENDMENT** “Section 32-4 Subdivision And PUD Plats Required” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-4 Subdivision And PUD Plats Required

- A. The owner or agent of the owner of any land in a subdivision or PUD, except for land located in a recorded subdivision, shall not transfer or sell any lots or lands without first preparing a Final Subdivision or PUD Plat, and having such Plat approved by the City ~~Council~~; and recorded in the Office of the County Recorder, for each lot so transferred or sold. The description by metes and bounds in the instrument of transfer or other document used in the process of selling or transferring shall not exempt the transaction from penalties outlined in Title 10, Chapter 9a, Section 611 of the Utah Code, ~~provided, however, that in subdivisions of less than ten lots, land may be sold by metes and bounds without the necessity of recording a final plat, if all of the following conditions contained herein are met:~~
1. ~~The subdivision layout shall have first been approved by the Planning Commission;~~
 2. ~~The subdivision is not traversed by the mapped lines of a proposed street as shown on the Master Plan of Cedar City streets and does not require the dedication of any land for street or other public purposes; and~~
 3. ~~Each lot in the subdivision meets the frontage, width and area requirements of the Zoning Ordinance, or has been granted a variance from such requirements by the Board of Adjustments.~~

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 5: AMENDMENT “Section 32-5 Lot Line Adjustment Approval Procedure” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-5 Lot Line Adjustment Approval Procedure

- A. Lot line adjustments may be approved by the City Planning Commission if they comply with items ~~(1A)~~ through ~~(7F)~~ below. Lot line adjustments may be approved by the City Engineer if they comply with all items ~~(1A)~~ through ~~(8G)~~ below:
1. No more than three (3) lots are affected by the lot line adjustment;
 2. No City streets or easements are affected by the lot line adjustment;
 3. No City street dedications or easement dedications are required by the lot line adjustment;
 4. No public infrastructure or improvements are required to be constructed and/or dedicated to the City;
 5. No land area is being added to the original total land area of the combined parcels or the total area of the combined platted lots affected by the lot line adjustment;
 6. All City zoning ordinances are complied with;
 7. All fee owners of the affected lots join in the petition; and
 8. The proposed lot line adjustment is not contested by ~~any property owner~~

~~included in the proposed lot line adjustment or~~ any property owner who was required to receive a notice according to this section.

B. Prior to the City approving a lot line adjustment the City Engineer shall receive the following:

1. a record of survey showing:

- a. Proper scale;
- b. Title block depicting the survey name, location, name of the engineer/surveyor, the date, the scale, and the sheet number;
- c. A north arrow;
- d. Certificates, legal description, etc.:
 - (1) The surveyor's certification and stamp;
 - (2) The property legal description depicting boundaries, lots, parcels, easements, etc.;
 - (3) Survey narrative;
 - (4) Basis of bearings/elevations;
 - (5) City zone;
 - (6) FEMA flood zone;
 - (7) Soils area;
 - (8) Legend with survey monuments, signs, fire hydrants, and other relevant data;
 - (9) City Engineer's approval certificate;
 - (10) When deemed necessary by the City Engineer approvals from utilities;
 - (11) Vicinity map;
 - (12) A map showing an existing layout of the affected area showing lot lines, lot numbers, lot or parcel addresses, street lines, street numbers, and the location and types of existing easements, and;
 - (13) A map showing the proposed lot modifications showing lot lines, lot line distances, line bearings, legal description, closure, lot areas, lot frontages, lot numbers, and the identity of adjacent owners.

2. Final signed deeds showing:

- a. Grantor's name and address;
- b. Grantor's notarized signature;
- c. Grantee's name and address;
- d. Parcel/lot legal description with reference to the plat being amended;
- e. Parcel/lot legal description matching the record of survey;
- f. Closure of the legal description; and
- g. Deed restriction, if any.

3. A Notice of Lot Line Adjustment Approval containing:

- a. A signature block for the Land Use Authority; and
- b. A recitation of the legal descriptions of both the original properties and the properties resulting from the lot line adjustment.

C. At least 14 days prior to the City making the decision to approve a lot line adjustment

a public notice shall be provided as follows:

1. Notice shall state the following: A lot line adjustment is being proposed on a property within 300-feet of your property. The exact location and details of the proposed lot line adjustment are shown on the enclosed drawing(s). (Include 11" X 17" copies of the required record of survey maps). Objections to the proposed lot line adjustment will be received by the City Engineer until 5:00 p.m. on // (specify date). If no objections are received by the specified date and time the matter will be approved by the City Engineer without further public process. If an objection is received by set date the City Engineer will schedule the matter for the public meeting of the Cedar City Planning Commission for their review and possible approval.
 2. Notice shall be delivered as follows: The notice by the Applicant shall be given to all property owners of record within a 300-foot radius from the boundary of the proposed lot line adjustment. Notice shall be sent certified mail by the Applicant to said property owners, or hand-delivered to the property owners (certificate of hand-delivery to be filed with City Engineer) in accordance with the most current Iron County Assessment Roll.
- D. If Planning Commission approval is required under Subsection (A), a public hearing shall be required unless exempt under Utah Code 10-9a-608(2).
- E. Prior to the City Planning Commission Chair or City Engineer signing the approved record of survey and the Notice of Lot Line Adjustment, and stamping and signing the deeds, the City Engineer shall collect the filing fee and plat checking fee at a rate to be set by the City's consolidated fee schedule.
- F. Once the Planning Commission Chair or City Engineer has signed the record of survey and the Notice of Lot Line Adjustment and stamped and signed the deeds, the lot line adjustment shall be deemed approved. The approval shall be valid as provided by the provisions of this ordinance. The deeds, Notice of Lot Line Adjustment, and record of survey shall be returned to either the title company or the applicant for recording with the Iron County Surveyor and Iron County Recorder.
- G. A lot line adjustment shall not require compliance with the following provisions of this ordinance; bonding, submission of as-built and/or construction drawings, inspections, soils testing, water pressure minimums, and required improvements.
- H. Parcel boundary adjustments do not require land use authority approval. A parcel boundary adjustment may not be used to create an illegal parcel, and any such parcel created shall not constitute a nonconforming use.

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 6: AMENDMENT "Section 32-6 Minor Lot Subdivision Approval Procedure (Less Than 10 Lots Including The Remainder Parcel, Not Requiring A Plat)" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

~~Section 32-6 Minor Lot Subdivision Approval Procedure (Less Than 10 Lots Including The Remainder Parcel, Not Requiring A Plat)~~Repealed

~~Step 1. Discuss Proposed Subdivision with City Engineer: Any person wishing to subdivide within Cedar City, Utah, shall secure from the City Engineer information pertaining to the City's plan of streets, sewer, water, drainage, parks, trails, zoning, subdivision of lands, other master plan requirements affecting the land to be subdivided, and the required water conveyance to the City according to Section 32-9(S). Subdivider shall also be informed that multiple, contiguous minor lot subdivisions shall not be allowed.~~

~~Step 2. Determine the Type of Minor Lot Subdivision and Requirements: There are two (2) types of minor lot subdivision, a simple minor lot subdivision and a detailed minor lot subdivision as defined below:~~

- ~~A. Simple minor lot subdivisions shall consist of the minor lot subdivisions where the minor lot subdivision meets one or more of the following criteria:~~
 - ~~1. The subdivision is in a residential zone and all lots front a dedicated public street that is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel.~~
 - ~~2. The subdivision is in an industrial or commercial zone and all lots that front a dedicated public street, the street is completely improved with curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, but may not have sewer and water service laterals, and there are less than (10) lots including the remainder parcel.~~
 - ~~3. The subdivision is in an industrial zone, commercial zone, or residential zone and meets the following criteria:~~
 - ~~a. The subdivision consists of less than ten (10) lots including the remainder parcel and the primary lot frontage along unimproved dedicated public streets are more than 200 feet; or~~
 - ~~b. The subdivision consists of less than three (3) lots including the remainder parcel, the primary lot frontage along unimproved dedicated public streets meets the minimum width of the underlying zone, and all lots including the remainder parcel are a minimum of one (1) acre in size or larger.~~
- ~~B. Detailed minor lot subdivisions shall consist of those minor lot subdivisions where:~~
 - ~~1. The subdivision is in a residential zone and one or more of the lot frontages is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains, and there are less than (10) lots including the remainder parcel; except in the case of Step 2(A)(3) above.~~
 - ~~2. The subdivision is in an industrial or commercial zone and one or more of the lots that front a dedicated public street that is not completely improved with required curb, gutter, sidewalk, asphalt, water mains, sewer mains, and storm drains and there are less than (10) lots including the remainder parcel; except in the case of Step 2(A)(3) above.~~

3. The subdivision is in an industrial zone, commercial zone, or residential zone and one or more of the lot frontages along unimproved dedicated public streets are less than two hundred (200) feet and there are less than (10) lots including the remainder parcel; except in the case of Step 2(A)(3) above.

~~Step 3. Vicinity Plan: (Only required for detailed minor lot subdivisions) The subdivider shall then prepare a Vicinity Plan at a scale of not smaller than 1 inch = 100 feet, and shall submit a copy of the same to the City Engineers. The Vicinity Plan shall show:~~

- A. ~~A small map showing the location of the subdivision in relation to existing City roads and recognizable landmarks;~~
- B. ~~The general layout and numbering of the lots and remaining parcel within the area to be subdivided and how the lots connect with existing adjoining streets and lots;~~
- C. ~~The lot frontages (in lineal feet) and areas (in square feet) of the lots within the subdivision;~~
- D. ~~The location of existing and proposed main water lines, main sewer lines, and storm drain facilities within the land to be subdivided and the adjoined existing streets;~~
- E. ~~The locations of existing building(s) on the property being subdivided;~~
- F. ~~A title block containing the subdivision name, subdivider's name and the name, address, and phone number of the subdivider's engineer;~~
- G. ~~City zoning designation and boundaries within the subdivision;~~
- H. ~~FEMA flood zone designation and boundaries within the subdivision;~~
- I. ~~Soils area designation;~~
- J. ~~Survey monuments, and;~~
- K. ~~Names of the adjacent property owners.~~

~~Step 4. Vicinity Plan City Engineer Approval: (Only required for detailed minor lot subdivisions) The City Engineering Staff shall Review and Approve the Vicinity Plan before submitting to the Planning Commission for review.~~

~~Step 5. File Planning Commission Application and Fees: For both simple and detailed minor lot subdivisions the subdivider shall submit an application to the City Engineer and pay the applicable Planning Commission and filing fees according to the City's adopted fee schedule. Pursuant to the provisions of Title 10, Chapter 9a, Section 509, of the Utah Code, upon submission of a complete application and payment of filing fees the Subdivider or Developer is entitled to substantive review of their application under the land use laws currently in effect.~~

~~Step 6. Vicinity Plan Planning Commission Approval: (Only required for detailed minor lot subdivisions) The Planning Commission shall review and approve the vicinity plan or approve it subject to changes or alterations. Whenever final approval has been obtained from the Planning Commission the Vicinity Plan approval shall remain effective for a period of Two (2) years.~~

~~Step 7. Soil Report Approval and Compliance: (only required for detailed minor lots subdivision), See Section 32-9(A).~~

Step 8. Engineering Drawings: (Only required for detailed minor lots subdivision). See Section 32-9(D).

Step 9. Improvement Cost Estimate: (Only required for detailed minor lots subdivision.) The subdivider shall prepare and submit to the City Engineer an improvement cost estimate for all improvements shown on the engineering drawings including a 3% markup for Construction Management and a 0.5% markup for testing.

Step 10. City Engineer's Approval of the Engineering Drawings and Cost Estimate: (Only required for detailed minor lots subdivision.) The City Engineer shall review and approve, or recommend changes consistent with City ordinances and adopted standards, to the proposed detailed minor lot subdivision's engineering drawings, soils report, design study reports and improvement cost estimate.

Step 11. Minor Lot Subdivision Final Plan and Deeds: Upon receiving the Planning Commission's approval of the Vicinity Plan for a detailed minor lot subdivision and the City Engineer's approval of the engineering drawings, soils report, design study reports and improvement cost estimate for a detailed minor lot subdivision, for both simple and detailed minor lot subdivisions the subdivider shall prepare and submit to the City Engineer one copy of the Final Plan and Deeds both in hard copy and electronic PDF format. Failure to submit a Final Plan of a detailed minor lot subdivision within two (2) years of the date of approval of the Vicinity Plan shall terminate all proceedings and render all approval of the Vicinity Plan and Engineering drawings null and void.

The following information shall be submitted as part of the Final Plan:

- A. A Final Plan shall be in the form of a Record of Survey that shall contain the following information:
 1. The location of the subdivision in relation to existing City streets and recognizable landmarks;
 2. The layout of streets and lots within the area to be subdivided and how those streets and lots connect with existing streets within the subdivision including:
 - a. Centerline bearings;
 - b. Curve data;
 - c. Widths;
 - d. Street names and/or street numbers;
 - e. Section corner tie;
 - f. Right-of-way markers on state roads;
 - g. Centerline monuments;
 - h. Set and/or found corners, and;
 - i. Other such information that may be necessary to fully and fairly describe the road;
 3. Parcel information for both new and remaining parcels including, but not limited to the following:
 - a. Distances;
 - b. Bearings;

- c. Legal description;
 - d. Closure of the parcels;
 - e. The square footage of each parcel;
 - f. The frontage length of each lot along a dedicated City Street;
 - g. Parcel numbers;
 - h. Other similar information related to the subdivision of the parcel, and;
 - i. Parcel addresses.
4. Detailed information including distances, monument tie, parcel line tie, bearings, and boundaries for the airport overlay zone;
 5. The relationship of existing and planned streets within 200 feet from the outside boundaries of the entire subdivision;
 6. The locations and sizes of the main water lines, main sewer lines, and storm drain facilities within the subdivision and within 200 feet of the boundary of the subdivision;
 7. The location of any proposed and existing parks, open space, and trails within the land to be subdivided;
 8. A title block containing the subdivider's name and the name, address, and phone number of the subdivider's engineer;
 9. Surveyor's stamp and certification;
 10. Legal descriptions of the boundary and each parcel;
 11. Survey narrative;
 12. Basis of bearings, monuments, and elevations;
 13. City zoning designation and boundaries within the subdivision;
 14. FEMA flood zone designation and boundaries within the subdivision;
 15. Soils area designation;
 16. Survey monuments;
 17. If required, a certificate showing the acknowledgment and approval of the Electric Company, Gas Company, Telephone Company, Cable Company, and other private providers of public utilities;
 18. City Engineer's approval certificate;
 19. City Attorney's approval certificate (Detailed Minor Lot Subdivisions only);
 20. A certificate for the Planning Commission's approval;
 21. Show the building(s) existing on the property, and describe how these buildings(s) meet the following:
 - a. Structural independence;
 - b. Separate water service;
 - c. Separate sewer service;
 - d. Required setbacks;
 - e. Required parking;
 - f. Fencing;
 - g. Landscape, curb, gutter, and sidewalk; and
 - h. Any other requirement that may apply to the subdivision.
 22. List the names of the adjacent property owners;
- B. Signed and notarized recordable deeds necessary to transfer title to all lots and any easements associated with the minor lot subdivision.

~~Step 12. Final Plan and Deeds City Surveyor's Review: For both simple and detailed minor lot subdivisions the City Surveyor shall check the final plan and deeds for accuracy and completeness. The corrected final plan shall then be a plotted original on 24" X 36" mylar signed and stamped by the Surveyor and signed by all utilities if required, and then given to the City Engineer for his/her approval and signature.~~

~~Step 13. Performance Bonding and Fees: (Only required for detailed minor lot subdivisions); See Section 32-9(J&K).~~

~~Step 14. Filing Fee Collection by the City Engineer: (Only required for simple minor lot subdivisions.) Upon receiving the filing fees and approving the final plan and signed and notarized deeds the City Engineer shall schedule simple minor lot subdivisions for review and approval by the Planning Commission.~~

~~Step 15. Bonding and Fee Collection by the City Attorney: (Only required for detailed minor lots subdivision.) Upon receiving the final plan, signed and notarized deeds, bond estimate and accrued review fees from the City Engineer for detailed minor lot subdivisions only, the City Attorney shall collect the required bonding amount, signed bond agreement and required fees and schedule the detailed minor lot subdivision for review and approval by the Planning Commission.~~

~~Step 16. Minor Lot Subdivision Planning Commission Approval: Upon reviewing the final plan and deeds for a simple or detailed minor lot subdivision, the Planning Commission shall review and approve or disapprove the layout of the subdivision, or approve it subject to change or alteration. If the minor lot subdivision is approved, the record of survey shall be signed by the Planning Commission chairperson. Any deeds for the minor lot subdivision shall be stamped and signed by the Planning Commission Chair. The record of survey shall be filed with the Iron County Engineering and Surveying Office. The deeds shall be recorded with the Iron County Recorder. All recording shall be completed by the Subdivider.~~

~~This section amended by Cedar City Ordinance No. 1014-15 and 0126-22-3.~~

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 7:**AMENDMENT** "Section 32-7 Platted Subdivision Approval Procedure (10 Lots Or More)" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-7 ~~Platted Subdivision Approval Procedure (10 Lots Or More)~~Subdivision and Planned Unit Development (PUD) Approval Procedure

A. Any owner or agent of the owner of any land seeking to subdivide said land must

- complete the preliminary subdivision land use application process and the final subdivision land use application process.
- B. Failure to submit a complete subdivision land use application shall result in a rejection of the application.
- C. All applications must comply with the requirements of this Chapter and all other applicable City ordinances, State and federal laws, and all applicable standards and specifications.
- D. Pre-application meeting.
1. If an applicant requests a pre-application meeting, City staff shall, within 15 business days after the request, schedule the meeting to review the concept plan and give initial feedback.
 2. The applicant's request must include all items required by ordinance and resolution.
 3. At the pre-application meeting, the City staff shall provide or have available on the City's website the following:
 - a. copies of applicable land use regulations;
 - b. a complete list of standards required for the project;
 - c. preliminary and final application checklists; and
 - d. feedback on the concept plan.
- E. Preliminary subdivision land use application (Preliminary Plat)
1. A complete preliminary plat application must:
 - a. Include all fees, items, documents, and information included in the Complete Preliminary Land Use Application List passed by resolution of the City Council and shall comply with all relevant City ordinances, State statutes, adopted codes, and Engineering Standards; separate lists may be approved and used for different categories of subdivisions, including, if deemed necessary, for regular subdivisions, Planned Unit Developments, and minor lot subdivisions.
 - b. Be submitted to the City Engineer or the City Engineer's designee through the electronic submittal system designated by the City Engineer. Applications submitted outside of the designated electronic system shall be rejected unless no electronic system has been designated.
 2. Said electronic submittal system shall require the submission of the required items, documentation, or information and payment of all required fees as set by schedule before allowing the applicant to proceed forward with the application. If the electronic submittal system allows the submittal of an incomplete application, whether by system error or by any action to defeat the system, including, but not limited to submitting a document purporting to be something other than what it is, the application shall be deemed incomplete and shall be rejected by staff.
 3. Upon receiving a completed application, City Staff shall complete the review of the application pursuant to Utah Code Section 10-9a-604.2 and this Chapter.
 4. The review cycle restrictions and requirements of this Chapter do not apply to

the review of subdivision applications affecting property within identified geological hazard areas if the Land Use Authority determines the geological hazard area will require more time.

5. No later than 15 business days after the day on which an applicant submits a complete preliminary subdivision land use application for a subdivision or Planned Unit Development, the Land Use Authority shall complete the initial review of the application, including subdivision improvement plans.
6. In reviewing a subdivision land use application, the Land Use Authority may require:
 - a. additional information relating to an applicant's plans to ensure compliance with City ordinances and approved standards and specifications for construction of public improvements; and
 - b. modifications to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.
7. The Land Use Authority's request for additional information or modifications to plans under the above subsection shall be specific and include citations to ordinances, standards, or specifications that require the modifications to plans, and shall be logged in an index of requested modifications or additions and shared with the developer.
8. In each cycle and subject to Subsection (3), a change or correction not addressed or referenced in the Land Use Authority's plan review is waived and may not be addressed for the first time in a later cycle, except:
 - a. For a modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived; or
 - b. When the change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development.
9. Upon completion of the 15-day review period in each cycle, the applicant shall submit, through the same electronic system, the applicant's reply to the Land Use Authority's response that addresses each of the Land Use Authority's required modifications or requests for additional information. The reply must contain
 - a. All additional items, documents, data, and information and all amended documents, information, and plat necessary to adequately correct the errors, mistakes, and omissions addressed by the Land Use Authority in that cycle; and
 - b. A written explanation in response to the Land Use Authority's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction.
10. If an applicant fails to address a review comment in the response, the review cycle is not complete and the subsequent review cycle may not begin until all

comments are addressed.

11. No later than 15 business days after the day on which an applicant submits a complete reply to the Land Use Authority's response, the Land Use Authority shall complete that cycle's review of the updated application, including subdivision improvement plans, except.
 - a. If an applicant does not submit a revised plan within 20 business days after the Land Use Authority requires a modification or correction, the Land Use Authority shall have an additional 20 business days to respond to the plans.
12. The Land Use Authority may not require more than four review cycles. After the four review cycles, if the Land Use Authority determines that the land use application does not meet current ordinances, state and federal law, applicable standards, or specifications or does not contain all required information, then the land use application shall be denied.
13. If an applicant makes a material change to a plan set, the Land Use Authority has the discretion to restart the review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.
14. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the Land Use Authority's previous review cycle, the Land Use Authority may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.
15. If the Land Use Authority's review shows the preliminary subdivision land use application meets all requirements of City ordinance, the General Plan, State and Federal law, and any applicable Residential Development Overlay (RDO), development agreement, or other standards or that any parts of the application failing to meet the applicable laws and standards have been waived pursuant to this section or granted an exception, deferral, or variance by the appropriate City body, the City shall approve the preliminary subdivision land use application and inform the applicant that the final subdivision land use application can be submitted.
16. If, on the fourth or final review, the Land Use Authority fails to respond within 20 business days, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received:
 - a. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection 10-9a-508(5) (d) of the Utah Code, as amended, to review and approve or deny the final revised set of plans;
 - b. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager; or
 - c. Approve the preliminary subdivision land use application.
17. If, on the fourth or final review, the Land Use Authority rejects or denies the

application, the City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.

E. Final subdivision land use application.

1. Failure to submit a final subdivision land use application within two (2) years of the date of the approval of the preliminary subdivision land use application shall terminate all proceedings and render the approval of the preliminary land use application null and void.
2. An application for final subdivision land use must be submitted to the City Engineer or the City Engineer's designee through the electronic submittal system designated by the City Engineer. Applications submitted outside of the designated electronic system shall be rejected unless no electronic system has been designated.
3. Said electronic submittal system shall require the submission of the required items, documentation, or information before allowing the applicant to proceed forward with the application. If the electronic submittal system allows the submittal of an incomplete application, whether by system error or by any action to defeat the system, including, but not limited to submitting a document purporting to be something other than what it is, the application shall be deemed incomplete and shall be rejected by staff.
4. If an applicant makes a material change between the preliminary subdivision land use application and the final subdivision land use application, the Land Use Authority has the discretion to restart the preliminary subdivision land use review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.
5. Engineer's Approval: The City Surveyor and Engineer shall check the final plat copies for accuracy and completeness, and shall determine the amount of bond or other performance guarantee, which shall be based upon the estimate of the cost of supplying and installing the required improvements as provided by the subdivider's Engineer. The City Engineer shall calculate the City fees to be paid, and the required amount of water that needs to be conveyed to the City necessary to comply with the City's Water Acquisition Ordinance prior to final plat approval. The corrected Final Plat shall then be a plotted inked original on 24" X 36" mylar signed and stamped by the Surveyor and signed and notarized by the owners, and signed by all utilities and then given to the City Engineer for his/her approval and signature.
6. No later than 20 business days after the day on which an applicant submits a final subdivision land use application, the Land Use Authority shall complete a review of the applicant's final subdivision land use application for a subdivision or PUD, by either
 - a. Approving the Final Land Use Application, obtaining all necessary signatures by City staff and elected officials, and, once all required documents have been submitted to the City Attorney, approving the

- final plat; or
- b. Denying the Final Land Use Application by written response to the applicant, stating specifically how the application fails to meet City ordinance, State or Federal Law, or applicable standards and including citations to the violated ordinances, standards, or specifications. The City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.
7. If a Final Land Use Application is denied, no later than 20 business days after the date on which the denial is issued, the applicant may submit a corrected final subdivision land use application and corrected final plat addressing the issues upon which the application was denied. No later than 20 business days after the day on which an applicant submits a corrected final subdivision land use application and corrected final plat, the Land Use Authority shall complete a review of the applicant's corrected final subdivision land use application for a subdivision or PUD, by either
- a. Approving the Final Land Use Application, obtaining all necessary signatures by City staff and elected officials, and, once all required documents have been submitted to the City Attorney, approving the final plat; or
 - b. Denying the corrected Final Land Use Application by written response to the applicant, stating specifically how the application fails to meet City ordinance, State or Federal Law, or applicable standards and including citations to the violated ordinances, standards, or specifications. The City shall, upon request of the property owner, and within 10 business days after the day on which the request is received, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to the City Manager.
8. Performance Bond, Fees, Title Report, Bond Agreement, Reimbursement Agreement, CC&R's, Water Conveyance, and Other Matters: Upon the City Attorney receiving the Final Plat and other information from the Land Use Authority, the applicant shall provide the following to the City Attorney for review and approval prior to the plat being sent for recording:
- a. Performance bonding as described in Section 32-9(J) guaranteeing the required improvements will be installed and paid for without cost to the City;
 - b. A title report. The title report is to be reviewed to verify ownership, taxes, including green belt roll back taxes, and special improvement district assessments are current, and to examine the liens that are on the property. All ownership in the title report must match the ownership on the plat. All taxes, including green belt roll back taxes, and special improvement assessments must be current;
 - c. Proof of payment of all fees owed to the City pursuant to the City's

adopted fee schedule. The fees shall include but not be limited to plat and plan checking fees, pre-plat approval construction fees, utility line reimbursement fees, lift station up-grade fees, recording fees, inspection fees, and water assessment fees;

d. If requested by the subdivider, an off-site utility extension reimbursement agreement shall be prepared by the City Attorney and signed by the subdivider;

e. Documentation of all conveyances of water rights to the City according to Section 32-9(S);

f. Original CC&R's ready for recording as deemed necessary by the City; and

g. Applicant's preferred title company for delivery of the Final Plat to be recorded.

h. All outstanding matters must be completed prior to the plat being sent for recording. These matters include but are not limited to the matters described above, Attorney letters certifying compliance with the Utah Condominium Act, verification of original deeds for easements, and any other matter that is required by the subdivision of the land.

9. City approval of the final plat will expire if the final plat has not been recorded within 2 years of the date of the Land Use Authority's approval. Recordation of the Final Plat shall be deemed as acceptance of the dedication of any street, public way or ground. Unless the City files directly with the County Recorder, Cedar City will file the final plat directly or through the applicant's preferred title company, unless the applicant fails to inform the Land Use Authority of the preferred title company, in which case, the City may deliver it to the title company of its choice. Any fees associated with delivery or eventual recording shall be paid by the applicant.

G. Appeal

1. All appeals shall be handled pursuant to the requirements of Section 32-11.

2. Except where another appeal process is specifically designated in this Chapter, after denial of an application, an applicant may appeal said decision to the City Manager.

H. Fees.

1. For a land use application to be complete, all application fees must be paid before or concurrently with the filing of the land use application. All payments by check or cash must be paid before submission of the application with a copy of the receipt being uploaded with the submission of the land use application. Payments by credit or debit card shall be paid through the Land Use Authority's electronic submittal system.

2. All fees shall be set by the City's Consolidated Fee Schedule.

3. All fees paid are nonrefundable, except as listed below.

a. If the applicant requests a refund prior to submitting or attempting to submit a completed application, all fees paid shall be refunded.

b. If the applicant requests a refund after submitting or attempting to

submit a completed application, all fees minus a completed application checking fee shall be refunded. "Attempting to submit a completed application" does not include beginning but not completing the application process through the electronic submittal system as long the system does not send the application to the Land Use Authority or designee.

- c. Except where specifically prohibited by State law, no land use application fees may be refunded after the Land Use authority or designee determines the application is complete.
- d. All requests for refund must be submitted within 90 days of payment for the request to be considered.

Step 1. Discuss Proposed Subdivision with City Staff: Any person wishing to subdivide land within Cedar City, which requires the submission of a Final Plat, the subdivider shall secure from the City Engineer information pertaining to the City's plan of streets, sewer, water, drainage, parks, trails, zoning, subdivision of land, and other Master Plan requirements and the required water right conveyance to the City according to 32-9(S).

Step 2. Vicinity Plan: The subdivider shall then prepare a Vicinity Plan at a scale of not smaller than 1 inch = 100 feet, and shall submit one (1) copy of the same to the City Engineer. The Vicinity Plan shall show:

- A. A small map showing the location of the subdivision in relation to existing City roads and recognizable landmarks;
- B. The general layout of streets and lots within the area to be subdivided and how the streets and lots connect with existing or proposed streets and lots within all phases of the subdivision;
- C. The lot frontages (in lineal feet) and areas (in square feet) of the lots within the subdivision;
- D. The relationship of existing and master planned streets within 500 feet from the outside boundaries of the entire subdivision;
- E. The location of existing and proposed main water lines, main sewer lines, and storm drain facilities within the land to be subdivided;
- F. The relationship of the main water lines, main sewer lines, and storm drain facilities to those existing or proposed main water lines, main sewer lines, and storm drain facilities within all phases of the subdivision;
- G. The location of existing or proposed master planned main water lines, main sewer lines, and storm drain facilities within 500 feet from the outside boundaries of the entire subdivision;
- H. The location of any existing and proposed and master planned parks, open space, and trails within the land to be subdivided;
- I. Elevation contours at 2-foot intervals on NGVD 1929 Datum.
- J. A title block containing the subdivision name, subdivider's name and the name, address, and phone number of the subdivider's engineer;

- K. ~~City zoning designation and boundaries within the subdivision;~~
- L. ~~FEMA flood zone designation and boundaries within the subdivision;~~
- M. ~~Soils area designation;~~
- N. ~~Survey monuments;~~
- O. ~~List of names of the adjacent property owners on their property.~~

~~**Step 3. Vicinity Plan City Engineer Approval:** The City Engineering Staff shall review or recommend changes consistent with adopted City ordinances, engineering standards and City master plans; and approve the Vicinity Plan before submitting to the Planning Commission for review.~~

~~**Step 4. File Planning Commission Application and Fees:** Submit application to the City Engineer and pay the applicable Planning Commission and filing fees according to the City's adopted fee schedule. Pursuant to the provisions of Title 10, Chapter 9a, Section 509, of the Utah Code, upon submission of a complete application and payment of filing fees the Subdivider or Developer is entitled to substantive review of their application under the land use laws currently in effect.~~

~~**Step 5. Vicinity Plan Planning Commission Approval:** The Planning Commission shall review and give a positive or negative recommendation of the vicinity plan or recommend it to the City Council subject to changes or alterations. Where a subdivider owns or controls more land than is desired to be developed immediately, the Planning Commission or City Council may require that a Vicinity Plan of the whole area or a portion thereof be submitted, in which case the subdivider shall indicate on the Vicinity Plan the portion to be developed immediately, and the portion to be held for future development.~~

~~**Step 6. Vicinity Plan City Council Approval:** Upon receiving the Planning Commission's recommendation, the Vicinity Plan shall be submitted to the City Council. The City Council may approve or disapprove the Vicinity Plan, or approve it subject to changes and alterations. Failure to submit a Final Plat within two (2) years of the date of approval of the Vicinity Plan shall terminate all proceedings and render all approval of the Vicinity Plan null and void.~~

~~**Step 7. Preliminary Plan:** Upon approval of the Vicinity Plan by the City Council, the subdivider shall prepare a Preliminary Plan of the subdivision and shall submit one (1) copy of the same for review and approval to the City Engineer. The preliminary plan shall include the following information;~~

- A. ~~A title block containing:~~
 - 1. ~~The name of the subdivision;~~
 - 2. ~~The location of the subdivision;~~
 - 3. ~~The date;~~
 - 4. ~~The scale;~~
 - 5. ~~The name of the engineer and/or surveyor;~~
 - 6. ~~Sheet number;~~
- B. ~~A north arrow;~~
- C. ~~The subdivision boundary with length and bearings;~~

- D. Section tie including;
 - 1. Monuments;
 - 2. Line bearing/lengths;
 - 3. Basis of bearings;
- E. Adjacent owner names;
- F. Names and widths of existing streets within 200 feet of the subdivision;
- G. Existing culverts, channels, and basins;
- H. City zoning designation and boundaries within the subdivision;
- I. FEMA flood zones including zone designations, zone boundaries within the subdivision and flood elevations in NAVD 1929 datum;
- J. Existing contours at 2 foot intervals;
- K. Existing waterlines, valves, hydrants, and sizes within 200 feet;
- L. Existing sewer lines, sizes, flow direction, and manholes within 200 feet;
- M. Existing buildings within the subdivision;
- N. Existing easements;
- O. Proposed streets inside and outside the subdivision including;
 - 1. Name and/or number (no duplicates with streets within Iron County);
 - 2. Length and bearings;
 - 3. Widths;
 - 4. Intersection fillets;
- P. Proposed water mains, locations, sizes, valving, and fire hydrants inside and outside the subdivision;
- Q. Proposed sewer lines, location, sizes, manholes inside and outside the subdivision;
- R. Proposed drainage system, line location, line sizes, manholes, curb inlets/outlets, channels and basins within or adjacent to the subdivision;
- S. Property easements for gas, water, sewer, phone, fiber, avigation, off-site utilities, and trails within the subdivision;
- T. Lot information including border lines (lengths and bearings), lot numbers, lot areas in square footage and lot frontage lengths;
- U. Location map;

Step 8. Soil Testing and Report Approval: See Section 32-9(A).

Step 9. Engineering Drawings: See Section 32-9(D).

Step 10. Improvement Costs Estimate: The subdivider shall prepare and submit to the City Engineer an improvement cost estimate for all improvements shown on the engineering drawings including a 3% markup for Construction Management and a 0.5% markup for testing.

Step 11. Preliminary Plan and Engineering Drawings City Engineer Approval: The City Engineer shall review or recommend changes consistent with adopted City ordinances; engineering standards and City master plans; and approve the proposed Subdivision's Preliminary plan, Engineering drawing, soils report, design study reports and improvement cost estimate.

Step 12. Final Plat: Once a submitted preliminary plan, engineering drawings, soils reports, design study reports and the improvement cost estimate have been checked and approved by the City Engineer the subdivision can proceed with the Final Plat process. The subdivider shall then prepare and submit a copy of the final plat of the subdivision to the City Engineer. Failure to submit a Final Plat within two (2) years of the date of approval of the Vicinity Plan, and/or Engineering drawings, whichever is later, shall terminate all proceedings and render all approval of the Vicinity Plan, preliminary plan and Engineering drawings null and void.

The following information shall be submitted with the final plat:

- A. A title report showing all water rights within the last 3 years that show the property as the point of use;
- B. A cad file containing the subdivision, boundary, lots, and street centerlines;
- C. The final plat shall contain the following information:
 1. Title block including the subdivision name, subdivision location, date, scale, the identity and contact information for the engineer/surveyor, and sheet numbering;
 2. A north arrow;
 3. Boundary legal description matching the preliminary plan that closes, and the total subdivision area expressed in terms of acres;
 4. Section ties including monuments, line bearing/length, and basis of bearing;
 5. Existing and platted streets including street names, street widths, and center line monuments;
 6. Existing and proposed occupation (fence) lines;
 7. Existing easements;
 8. Proposed street information including names and/or numbers, length/bearings, width, curve numbers and data table;
 9. Proposed easement information including location of all utility easements (utility easements include but are not limited to gas, water, sewer, phone, cable, fiber), location of mail boxes, size of easements, and all off-site easements;
 10. Lot information including border lines, lengths/bearings, numbers, areas expressed in both acres and square feet, addresses;
 11. A vicinity map;
 12. The airport overlay zone;
 13. Airport aviation easements in any approach zone including the boundary of the easement, the bearings/distance of the easement, monument ties, and lot line ties;
 14. If applicable, twin-home lot division line;
 15. FEMA flood zones including zone designations, zone boundaries and flood elevations in NAVD 1929 datum;
 16. A soils notice stating words to the effect that a soils report has been required for the subdivision and that a copy of the report is available for review and inspection at the offices of the City Engineer;
 17. Insufficient sewer depth note;

18. ~~Other such information that is reasonable in the City Engineer's opinion based on adopted City ordinances, engineering standards and City master plans and the unique aspects of the subdivision.~~
19. ~~Approval certificates for the following:~~
 - a. ~~All utility companies (utility companies include but are not limited to gas, electric, telephone, cable television, post office, and fiber);~~
 - b. ~~Surveyor;~~
 - c. ~~Notarized owner's signature and dedication;~~
 - d. ~~City Engineer;~~
 - e. ~~City Attorney;~~
 - f. ~~Planning Commission Chairperson (referencing the Planning Commission's approval of the vicinity plan);~~
 - g. ~~Mayor;~~
 - h. ~~City Recorder; and~~
 - i. ~~County Recorder.~~

Step 13. Engineer's Approval: ~~The City Surveyor and Engineer shall check the final plat copies for accuracy and completeness, and shall determine the amount of bond or other performance guarantee, which shall be based upon the estimate of the cost of supplying and installing the required improvements as provided by the subdivider's Engineer. The City Engineer shall calculate the City fees to be paid, and the required amount of water that needs to be conveyed to the City necessary to comply with the City's Water Acquisition Ordinance prior to final plat approval. The corrected Final Plat shall then be a plotted inked original on 24" X 36" mylar signed and stamped by the Surveyor and signed and notarized by the owners, and signed by all utilities and then given to the City Engineer for his/her approval and signature. Upon calculation and/or approval of the bond amount, required City fees and water conveyance quantity the City Engineer shall forward all information to the City Attorney for collection and the scheduling of the matter for City Council review.~~

Step 14. Performance Bond, Fees, Title Report, Bond Agreement, Reimbursement Agreement, CC&R's, Water Conveyance, and Other Matters: ~~Upon the City Attorney receiving the Final Plat and other information from the City Engineer the subdivider shall provide the following to the City Attorney for review and approval prior to the City Attorney scheduling the matter for Final Plat approval by the City Council:~~

- A. ~~Performance bonding as described in Section 32-9(J) guaranteeing the required improvements will be installed and paid for without cost to the City;~~
- B. ~~A title report. The title report is to be reviewed to verify ownership, taxes, including green belt roll back taxes, and special improvement district assessments are current, and to examine the liens that are on the property. All ownership in the title report must match the ownership on the plat. All taxes, including green belt roll back taxes, and special improvement assessments must be current;~~
- C. ~~Payment of all fees owed to the City pursuant to the City's adopted fee schedule. The fees shall include but not be limited to Planning Commission filing fee, plat and plan checking fees, pre-plat approval construction fees, utility line reimbursement fees, lift~~

- station up-grade fees, recording fees, inspection fees and water assessment fees;
- D. ~~If requested by the subdivider, an off-site utility extension reimbursement agreement shall be prepared by the City Attorney and signed by the subdivider;~~
- E. ~~Documentation of all conveyances of water rights to the City according to Section 32-9(S);~~
- F. ~~Original CC&R's ready for recording as deemed necessary by the City;~~
- G. ~~All outstanding matters must be completed prior to scheduling for City Council approval. These matters include but are not limited to the matters described above; Attorney letters certifying compliance with the Utah Condominium Act, verification of original deeds for easements, and any other matter that is required by the subdivision of the land.~~

~~**Step 15. Final Plat Must Be Approved or Disapproved by City Council:** After approved by the City Engineer and City Attorney, whichever approval is later, the Final Plat must be approved or disapproved by the City Council within 60 days of such approval. Upon approval of the Final Plat by the City Council, the City shall submit the Final Plat Mylar to the County Recorder for recording. All Final Plats must be recorded in the office of the Iron County Recorder. A Final Plat of any subdivision shall be recorded within 30 days from the date of approval of the City Council and completion of the requirements outlined by 32-7 Step 14. City Council approval will expire if the final plat has not been recorded within 2 years of the date of City Council approval. Recordation of the Final Plat shall be deemed as acceptance of the dedication of any street, public way or ground.~~

Amended by City Ordinance 1209-20-1 and 0525-22-2

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 8: AMENDMENT “Section 32-8 Planned Unit Developments (PUD)” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-8 Planned Unit Developments (PUD)

- A. Purpose: The purpose of the Planned Unit Development (PUD) is to allow for flexible and efficient utilization of land in residential, industrial and commercial developments (consolidation of open spaces, clustering of dwelling units and efficient use of public facilities). It is intended that a PUD create attractive and desirable environments.
- B. Uses:
 1. PUD’s shall be utilized in the process of annexing developed property where said development does not meet City Engineering Standards; in such case, the City reserves the right to require conversion of such developed property to a PUD as a condition of annexation.
 2. PUD’s may be allowed in residential, commercial and industrial zones, and

the PUD development plan shall become supplementary to the provisions of the zone in which the PUD is located.

3. PUD's shall only be developed as residential attached town home and condominium developments, gated single and multi-unit residential communities and commercial and industrial developments. Un-gated single unit housing developments shall not be allowed to develop as a PUD except for additional phases that are contiguous with and part of an existing PUD or to facilitate the annexation of developed property where the City owned and maintained improvements do not meet Cedar City Engineering Standards.
4. Uses permitted in the PUD shall be limited to those uses permitted in the zone in which the PUD is allowed.
5. Conversion of existing buildings to a PUD shall conform to existing building codes and the provisions of this chapter.

C. ~~Approval Procedure: The following is the procedure for PUD approval with specifics for each step set forth:~~

~~Step 1. Discuss Proposed PUD with City Engineer: Any person wishing to develop a PUD within Cedar City shall secure from the City Engineer information pertaining to the City's plan of streets, parks, drainage, zoning, subdivision of land, and other Master Plan requirements affecting the land to be subdivided.~~

~~Step 2. File Planning Commission Application and Fees: The filing fee required for a PUD is per the City's adopted fee schedule and shall be submitted with the Planning Commission application. Pursuant to the provisions of Title 10, Chapter 9a, Section 509, of the Utah Code, upon submission of a complete application and payment of filing fees the City will consider the Subdivider or Developer entitled to substantive review of their application under the land use laws currently in effect~~

~~Step 3. Vicinity Plan: The developer shall then prepare a Vicinity Plan of the PUD and present the same to the City Engineer. The Vicinity Plan shall be drawn to a scale not smaller than 60 feet to the inch, and be on standard 24" X 36" paper. Each sheet of the Plan shall contain the scale of the drawing, the sheet number and an arrow indicating north. The Vicinity Plan shall also contain the following information:~~

1. ~~The proposed name of the development;~~
2. ~~Where the submitted plan covers only a part of the development's tract, or is part of a larger vacant area, the plan shall show the location of the development as it forms part of a larger tract. In such case, a sketch of the prospective street system of the remaining area shall be submitted;~~
3. ~~A vicinity map containing sufficient information to accurately locate the property shown on the vicinity map;~~
4. ~~The names and addresses of the owner(s), the developer, the engineer and surveyor of the development;~~
5. ~~The boundary lines of the tract to be developed;~~
6. ~~City zoning designation and boundaries within the PUD;~~
7. ~~FEMA flood zone designation and boundaries within the PUD;~~

8. ~~The unit or lot dimensions and square footage of each unit or lot;~~
9. ~~Existing curbs, gutters, sidewalks, sanitary sewers and manholes, storm drains and manholes, water supply main valves, culverts, and fire hydrants within the tract or within 200 feet of the proposed PUD (the dimensions of all such improvements shall also be indicated);~~
10. ~~The location, width and other dimensions of proposed curbs, gutters, sidewalks, streets, easements, parks, and other open spaces, and designation of any land to be dedicated to the City;~~
11. ~~The location of all existing or recorded streets, alleys and easements, water courses, ditches, public utilities and other important features, and existing structures within the development or within 200 feet thereof, and the location and distance to the nearest existing bench mark or monument and section line;~~
12. ~~Boundary lines of adjacent tracts of land, showing ownership and property monuments;~~
13. ~~A tabulation of each proposed use by acreage and its percentage of the total acreage;~~
14. ~~Parks, playgrounds, common areas and facilities, and other appurtenances within the PUD;~~
15. ~~Location of all dwellings and other structures within the development, the common areas, and other areas of private ownership;~~
16. ~~Parking Calculation per the underlying zone.~~
17. ~~Master Planned Improvements.~~
18. ~~Airport Overlay and Soils Area.~~
19. ~~Phasing Plan.~~
20. ~~Determination if the project area is within the Wildlife Urban Interface Zone.~~
21. ~~Fencing Plan.~~
22. ~~The following shall also be submitted with the Vicinity Plan:~~
 - a. ~~Any request for proposed zone change if necessary;~~
 - b. ~~An overall Project Analysis describing the concepts the developer proposes to implement with the project development, including but not limited to:~~
 - (1) ~~An expected buyer profile, including selling price range of units;~~
 - (2) ~~Project description indicating the general configuration for the project (i.e., single family, townhouses, condominiums, etc.) with the proposed plan for landscaping, mailboxes, street lighting, and walkways;~~
 - (3) ~~Proposed budget for common area amenities and landscaping, and infrastructure, including construction, as well as operations and maintenance projections; and~~
 - (4) ~~Project construction phasing and time schedule, for infrastructure, landscaping, buildings, amenities, etc.~~
 - c. ~~Identification of all variations to the development standards of the underlying zone, including, but not limited to:~~
 - (1)

- (2) ~~Road widths and street setbacks, according to City Standards;~~
- (2) ~~Location of buildings and structure or front, side, and rear yard setback requirements;~~
- (3) ~~Lot area requirement (lot size and width);~~
- (4) ~~Building sizes (minimum and/or maximum ground floor and multi-level); and;~~
- (5) ~~Building heights (maximum); and~~
- (6) ~~Supplementary regulations or special provisions.~~

Step 4. Public Notification: Any application for a PUD must comply with the following notice requirements five (5) business days prior to the Planning Commission Work Meeting for the Vicinity Plan:

1. Notice by the Petitioner shall be given to all property owners of record within a 300-foot radius from the boundary of the proposed PUD. Said notice shall be sent certified mail by the Petitioner to said property owners, or hand-delivered to the property owners (certificate of hand-delivery to be filed with City Engineer) in accordance with the most current Iron County Assessment Roll;
2. The posting of a sign(s) by the City on the proposed PUD site. The sign(s) shall be posted in a conspicuous place at all points where City Streets intersect, within 10-feet of the street right-of-way line. The sign(s) shall be at least 24 inches square and be labeled with 2-inch high letters reading "PROPOSED PLANNED UNIT DEVELOPMENT" with the PUD notice stapled below, and;
3. When reviewing the Vicinity Plan of a PUD the Planning Commission shall hold a public hearing (requiring appropriate notice and advertising) before submitting recommendations to the City Council.

Step 5. Vicinity Plan Planning Commission Recommendation: After approval by the City Engineer, the Planning Commission shall review and recommend or not recommend the PUD Vicinity Plan to the City Council.

Step 6. Vicinity Plan City Council Approval: Upon receiving the Planning Commission's recommendation the Vicinity Plan shall be submitted to the City Council. The City Council may approve or disapprove the Vicinity Plan. Failure to submit a Final Plat of the PUD within two (2) years of the date of approval of the Vicinity Plan shall terminate all proceedings and render all approval of the Vicinity Plan null and void. Where a developer owns or controls more land than is desired to be developed immediately, the Planning Commission or City Council may require that a Vicinity Plan of the whole area or a portion thereof be submitted, in which case the developer shall indicate on the Vicinity Plan the portion to be developed immediately, and the portion to be held for future development.

Step 7. Preliminary Plan: Upon approval of the Vicinity Plan by the City Council, the Developer shall prepare a Preliminary Plan of the PUD and shall submit two (2) copies of the same for review and approval to the City Engineer. The preliminary plan

shall include the following information;

1. A title block containing:
 - a. The name of the PUD;
 - b. The location of the PUD;
 - c. The date;
 - d. The scale;
 - e. The name of the engineer and/or surveyor;
 - f. Sheet number;
2. A north arrow;
3. The PUD boundary with length and bearings.
4. Section tie including:
 - a. Monuments;
 - b. Line bearing/lengths;
 - c. Basis of bearings;
5. Adjacent owner names;
6. Names and widths of existing streets within 200 feet of the PUD;
7. Existing culverts, channels, and basins;
8. City zoning designation and boundaries within the PUD;
9. FEMA flood zone designation and boundaries within the PUD;
10. Existing contours at 2 foot intervals;
11. Existing waterlines, valves, hydrants, and sizes within 200 feet;
12. Existing sewer lines, sizes, flow direction, and manholes within 200 feet;
13. Existing buildings within the PUD;
14. Existing easements within the PUD;
15. Proposed streets including:
 - a. Name and/or number (no duplicates with streets within Iron County);
 - b. Length and bearings;
 - c. Widths;
 - d. Intersection fillets;
16. Proposed water mains, locations, sizes, valving, and fire hydrants;
17. Proposed sewer lines, location, sizes, manholes;
18. Proposed drainage system, line location, line sizes, manholes, curb inlets/outlets, channels and basins;
19. Property easements for gas, water, sewer, phone, fiber, aviation, off-site utilities, and trails;
20. Lot and unit information including border lines (lengths and bearings), lot or unit numbers, area in square footage;
21. Location map;

~~Step 8. Soil Testing and Report Approval: See Section 32-9(A).~~

~~Step 9. Engineering Drawings: See Section 32-9(D).~~

~~Step 10. Improvement Costs Estimate: The Developer shall prepare and submit to the City Engineer separate improvement cost estimates for the private and City owned and~~

maintained improvements as shown on the engineering drawings including a 3% markup for Construction Management and a 0.5% markup for testing.

~~Step 11. Preliminary Plan and Engineer Drawings City Engineer Approval: The City Engineer shall review and approve the proposed PUD's Preliminary plan, Engineering drawing, soils report, design study reports and improvement cost estimate.~~

~~Step 12. Final Plat: Once a submitted preliminary plan, engineering drawings, soils reports, design study reports and the improvement cost estimate have been checked and approved by the City Engineer the PUD can proceed with the Final Plat process. The developer shall then prepare and submit a copy of the Final Plat of the subdivision to the City Engineer. The Final Plat shall contain the following information:~~

- ~~1. The name of the development;~~
- ~~2. A north arrow, the scale of the drawing and the date of preparation of the plat;~~
- ~~3. All lot or unit sizes, which shall be indicated by square feet;~~
- ~~4. Accurately drawn boundaries showing the proper bearings and dimensions of all boundary lines of the PUD, (properly tied by reference to a public survey monument - these lines shall be heavier than street and lot lines);~~
- ~~5. The names, widths, lengths, bearings and curve data of said streets, public utility and irrigation easements, and the boundaries, bearings and dimensions of all portions within the subdivisions intended to be dedicated to the use of the public, and the lines, dimensions, bearings and numbers of all units, lots, blocks and parts reserved within the PUD (all lot, blocks and streets shall be numbered in accordance with the street numbering system adopted by the City);~~
- ~~6. A licensed land surveyor's "Certificate of Survey";~~
- ~~7. The description of the boundaries of the development together with a certification by the Subdivider's engineer or land surveyor stating that the lots and units described fully comply with the requirements of this ordinance;~~
- ~~8. The owner's Certificate of Public and Private Dedications as required by Cedar City;~~
- ~~9. The signature of every person who owns property within the development and a notary public's acknowledgment of all signatures;~~
- ~~10. A signature line of the Planning Commission Chair;~~
- ~~11. A signature line for the Mayor and City Recorder;~~
- ~~12. A signature line for the City Engineer and City Attorney;~~
- ~~13. A signature line for all utility companies and the postal service;~~
- ~~14. A notice of all covenants, conditions and other restrictions which may be relevant and applicable to the property contained in the plat;~~
- ~~15. Designation of common areas and private ownership areas;~~
- ~~16. Identification of common landscaped areas, parking areas, driveways and other features required by this section;~~
- ~~17. Footprint drawings of all buildings and building elevations where required;~~
- ~~18. City zoning designation and boundaries within the PUD;~~
- ~~19. FEMA flood zone designation and boundaries within the PUD;~~

20. ~~Plat restrictions, lot restrictions and other information required by the Planning Commission and/or City Council;~~
21. ~~Other such information that is reasonable in the City Engineer's opinion based on adopted City ordinances, engineering standards and City master plans and the unique aspects of the subdivision; and~~
22. ~~In the case of a PUD/Condominium project, the preliminary plat shall so indicate and comply with step 15 at final plat.~~
23. ~~Cad file containing the subdivision, boundary, lots, and street centerlines.~~

~~**Step 13. City Engineer's Approval:** The City Surveyor and Engineer shall check the final plat copies for accuracy and completeness, and shall determine the amount of bond or other performance guarantee, which shall be based upon the estimate of the cost of installing the required improvements as provided by the Developer's Engineer. The City Engineer shall calculate the City fees to be paid, and the required amount of water that needs to be conveyed to the City necessary to comply with the City's water acquisition ordinance prior to final plat approval. The corrected Final Plat shall then be a plotted original on 24" X 36" mylar signed and stamped by the Surveyor, and signed and notarized by the owners, and signed by all utilities and then given to the City Engineer for his/her approval and signature. Upon calculation and/or approval of the bond amount, required City fees and water conveyance quantity the City Engineer shall forward all information to the City Attorney for collection and the scheduling of the matter for City Council review.~~

~~**Step 14. Performance Bond, Fees, Title Report, Bond Agreement, Reimbursement Agreement, CC&R's, Water Conveyance, and Other Matters:** Upon the City Attorney receiving the Final Plat and other information from the City Engineer the developer shall provide the following to the City Attorney for review and approval prior to the City Attorney scheduling the matter for Final Plat approval by the City Council:~~

1. ~~Performance bonding as described in Section 32-9(J) guaranteeing the required improvements will be installed and paid for without cost to the City;~~
2. ~~A Title Report. The Title Report is to be reviewed to verify ownership, taxes, including green belt roll back taxes, and special improvement district assessments are current, and to examine the liens that are on the property. All ownership in the Title Report must match the ownership on the plat. All taxes, including green belt roll back taxes, and special improvement assessments must be current;~~
3. ~~Verification of payment of all fees owed to the City pursuant to the City's adopted fee schedule. The fees shall include but not be limited to Planning Commission filing fee, plat and plan checking fees, pre-plat approval construction fees, utility line reimbursement fees, lift station up-grade fees, recording fees, inspection fees and water assessment fees;~~
4. ~~If requested by the subdivider, an off-site utility extension reimbursement agreement shall be prepared by the City Attorney and signed by the subdivider;~~
5. ~~Documentation of all conveyances of water rights to the City according to~~

~~Section 32-9(S);~~

- ~~6. Original CC&Rs ready for recording as deemed necessary by the City;~~
- ~~7. All outstanding matters must be completed prior to scheduling for City Council approval. These matters include but are not limited to the matters described above, Attorney letters certifying compliance with the Utah Condominium Act, verification of original deeds for easements, and any other matter that is required by the subdivision of the land.~~

~~**Step 15. City Attorney Approval:** A current Title Report or copy of a Title Insurance Policy indicating ownership of the property, Declaration of Covenants, Conditions and Restrictions, required bonding, bond agreement, receipt verifying payment of fees and Final Plat shall be presented to the City Attorney for review and approval. Where covenants, conditions and restrictions are imposed upon a PUD, two copies of the Declaration of Covenants, Conditions and Restrictions shall be submitted to the City, signed and prepared for recording at the Iron County Recorder's Office prior to approval of the Final Plat. In the case of a PUD condominium project, the developer shall submit to the City Attorney a written statement by an attorney who is licensed to practice in the State of Utah. This written opinion shall state that the Condominium Declaration, the Record of Survey Map, and other supporting documentation comply in all respects with the Utah Condominium Ownership Act, as well as all applicable federal, state and local laws and ordinances, and that when the Condominium Declaration and Survey Map have been recorded in the office of the Iron County Recorder that the proposed project will be a validly existing and lawful condominium project in all respects.~~

~~**Step 16. City Council Approval of Final Plat:** After approval of the Final Plat by the City Engineer and City Attorney, the City Council shall approve or disapprove the same. The City Council shall consider approving the Final Plat of the PUD in a manner consistent with state law provided it finds that all Engineering drawings of the PUD have been approved by the City Engineer.~~

~~**Step 17. Recordation of Final Plat:** The Final Plat shall be recorded by the City after all signatures are obtained, all approvals are given, and all bonds and fees are posted with the City.~~

~~D. C. PUD Development Standards and Requirements:~~

- ~~1. Variations from the development standards of the underlying zone in which the PUD is located may be permitted by the City Council provided the variations are specifically adopted by the City Council prior to the submission of the preliminary subdivision application as part of the approved development plan or approved supporting documents. Variations shall not include changes in the permitted uses allowed except to the extent set forth herein. The development standards set forth herein below are not subject to variations permitted by the City Council.~~
- ~~2. Residential Planned Unit Developments shall meet the minimum lot area and maximum density of the underlying zone.~~

3. Structure Setbacks:

- a. Residential - No structures shall be set back less than 20 feet from the right-of-way line of a dedicated street;
- b. Commercial/Industrial - All setbacks shall be as required in the underlying zone, subject to required utility easements;
- c. Building setbacks of a residential PUD shall be the same as the underlying zone with exception that perimeter property lines not designated as a front or rear property line shall be 10 feet. Building setbacks along the perimeter property lines of a residential PUD located in an R-1 or RE zone shall be 10 feet, except within 100 feet of where the perimeter property lines of the PUD intersect the public right-of-way, where the minimum setback from the perimeter property line of the PUD line shall be 20 feet. Building setbacks in Industrial and Commercial PUDs shall be according to the requirements of the underlying zone, and;

AMENDED BY ORDINANCE NUMBER 0426-17-3.

- d. When an existing building is converted to a PUD and the building is nonconforming because of setback requirements and utility easements, the building shall be allowed to continue as a nonconforming PUD relative to the same setback and utility easement requirements/deficiencies. All utilities shall be placed underground, where practical, as determined by the City Engineer.
4. All PUD developments shall be served by the public sewer system and public water supply. All newly constructed utilities shall be placed underground. City utilities shall be metered as determined by the City Engineer. Each building shall be served by a separate sewer lateral, sized according to applicable code. Back-flow prevention valves shall be required in accordance with the applicable code.
 5. All PUD common street, drainage, water and sewer improvements shall be designed and installed and inspected according to applicable codes and standards.
 6. Fences: A six-foot high sight obscuring masonry or composite fence shall be erected on the perimeter of condominium, townhome, attached multi-family and attached single family residential PUD projects. Fences shall be setback a minimum of 10 feet from the right-of-way line of a dedicated street. The fence setback area shall be landscaped.

Exceptions:

- a. For residential PUD developments requiring a perimeter fence with units that front on a dedicated street the perimeter fence within the front setback area may be reduced or eliminated under the following conditions:
 - (1) The units fronting the street must be served by individual access driveways leading directly to an enclosed garage

attached to and designed to serve an individual unit. A driveway serving a single unit with a two-car garage shall not exceed an on-site width of 20 feet. Driveways serving a single unit with a one-car garage shall not exceed 12 feet. Individual driveways shall be separated by a minimum of 6 feet. Driveway separation areas and all other areas fronting a dedicated street must be landscaped. Driveway widths and sidewalk separation at the property line shall comply with engineering standards; or

- (2) Buildings fronting dedicated streets must have articulated elevations (multi-surface building projections) with a covered porch at the front of each unit. The full frontage of the buildings shall be landscaped common area and parking and/or garages shall be at the rear of the buildings.

b. The sight obscuring fence may be eliminated through City Council approval, along portions of the perimeter which meet at least one (1) of the following minimum requirements. City Council approval must be obtained prior to submission of the preliminary subdivision application:

- (1) the overall density of the development does not exceed 60% of the allowed density per the underlying zone;
- (2) the minimum distance of open space between the proposed building units and any adjacent existing or proposed structures is 150 feet; or
- (3) there are geologic features between existing and or potential development sites that provide for privacy and separation negating the need for privacy and mitigating potential impacts between developments. Geologic features may include topographical change such as hills, cliffs, and ravens; streams and rivers, and or other areas preserved as open space. Open space areas may include natural and manmade components.

c. The sight obscuring fence may be placed on the right-of-way/property line (minimum 1-foot behind sidewalk) adjacent to and fronting the south side of the Highway 56 corridor between Westview Drive and 5300 West. The developer shall landscape to either the back of sidewalk of Highway 56 or to the top of slope of existing irrigation ditches whichever is closer. In no case shall the landscape be less than 10-feet wide. Approval of such configuration shall be subject to the following:

- (1) Approval by the Utah department of Transportation (UDOT) and associated landscape agreement; and
- (2) City approval and agreements for maintenance responsibilities by the adjacent corporate entity.

7. Landscaping: In commercial or industrial PUDs, and residential PUDs,

permanent landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone. In addition, the perimeter landscape strip adjacent to the public right-of-way shall include one (one) street tree for every 30 feet of linear street frontage. The spacing need not be linear and shall not impede Fire Department access.

8. **Open Space:** Common Useable Open Space shall be defined as planned public or common outdoor improved landscaped areas suitable for relaxation and recreation. Open space areas shall include one improved amenity to include but not be limited to patios, gazebos, picnic pavilions, pools, and other amenities suitable for public and private gatherings. Open space does not include roads, driveways, parking areas or linear sidewalk adjacent to vehicular access roads.

Common Open space requirements shall apply to attached multi-family residential developments, residential condominiums and attached and detached townhome developments, and the residential component of mixed-use developments as follows:

- a. Common open space shall be provided at a minimum of 150 square feet per unit with a maximum requirement of 3% of the gross development site. No requirement in this section shall preclude open space in excess of the minimum requirements. Open space shall be exclusive of any required setback areas except the rear and side setback area when not encumbered by any residential structures and designed to be open and available to all residents of a development.
 - b. Open space areas shall be accessible by foot from all residential units within the PUD and shall not require more than 1000 feet of travel.
 - c. Open space areas shall be developed prior to the last phase of a development.
 - d. The minimum amount of open space shall be provided in the master plan of the development.
 - e. At no time shall more than 30% of open space be permitted in the last phase of development.
 - f. No dimension of a common open space area used to satisfy the minimum square footage requirement shall be less than 10 feet wide unless part of a landscaped pathway or trail connecting open space areas.
 - g. Accessory structures within open space areas shall meet the requirements of the underlying zone.
 - h. Open space shall be separated from streets, service and parking areas by landscaping, low level walls, or other decorative treatments.
 - i. Detention areas may be counted as common open space when designed for open space purposes.
9. **Parking:** The parking of any PUD shall be the same as the parking requirements of the underlying zone including the following:
 - a. Within a residential Planned Unit Development where the street

design does not allow for street parking either due to narrowness or vehicular access, there shall be provided additional guest parking spaces at a ratio of .20 guest parking spaces per unit. Spaces shall be located in the development within a central parking lot or dispersed throughout. Guest parking shall be arranged to be within 1000 feet to the units the spaces are designed to serve.

(1) Exceptions:

(A) When PUD Developments do not configure in tandem parking for residential units, and the parking is located within a parking lot that is unenclosed, additional guest parking spaces shall not be required.

(B) PUD Developments consisting of single-family dwellings which meet the minimum lot size of the underlying zone per dwelling shall not require additional guest parking spaces.

b. Parking space dimensions:

(1) Parking spaces located within a central parking area or along routes not required for fire access shall meet the dimensional requirements of the underlying zone. Spaces located along the primary driveway or private street shall not constitute a central parking lot.

(2) Private parking spaces designated for private use and located in front of a unit, or garage, or other obstruction and oriented perpendicular to the street or access way shall have a minimum depth of 22 feet exclusive of any sidewalk, curb gutter.

(3) Parking spaces located perpendicular to a fire access drive aisle with no obstruction shall have a minimum depth of 20 feet and shall include a 2-foot overhang.

10. Pedestrian Access: Planned Unit Developments shall provide for separate pedestrian access throughout the development to required opens space areas, and to the City sidewalk. Pedestrian access does not include the minimum paved width of private streets and other vehicular access corridors.

11. Private (Non-dedicated) Streets:

a. All streets within a PUD shall have a minimum paved width according to City Engineering Standards. The minimum street width shall be 26 feet not including curb, gutter and sidewalk. Secondary access roads may be reduced to 24 feet in width not including curb, gutter, and sidewalk. Larger street widths and or turning radii may be required when in the judgment of the City Engineer or Fire Department a greater width is required to provide for adequate access. Streets do not include parking lot driveways;

(1) Street corner drivable surface inside radius shall be 16 feet for 26-foot-wide streets, and 20.5 feet for 24-foot wide access

- ways.
- b. Access ways designated for trash pickup shall be a minimum of 26 feet wide, excluding curb and gutter, and shall not require trash collection vehicles to back up.
 - c. A private street will not extend to or provide service to another property not included in a phase of the PUD;
 - d. Private streets are entered from the public streets by a drive-way type entrance and are posted as private streets. Entrances shall be designed in accordance with City Engineering Standards;
 - e. At the intersection of PUD driveways and the public street, the public street shall exhibit a no parking restriction for thirty (30) feet on each side of the driveway when the PUD serves 80 units or more. Proposed no parking restrictions in excess of thirty (30) feet on each side of the driveway must be approved by the City Council on an individual basis. Proposed no parking restrictions at driveway entrances for PUD's serving less than 80 units must be approved by the City Council on an individual basis. Private streets shall be designed at the intersection to provide adequate stopping and sight distance in accordance with the American Association of State Highway and Transportation Officials (AASHTO).
 - f. Private streets are not maintained by the City;
 - g. When a PUD entrance occurs at the end of a City Street the developer shall provide for a dedicated, City Standard Cul-de-sac or equivalent turn-around, and;
 - h. As part of the PUD approval process and in order to provide legal public access to adjoining properties or to conform with the City's Street Master Plan, the City can require any street in the PUD to be a dedicated City street with widths and improvements according to City Engineering Standards.
12. All storage and solid waste receptacles which serve multiple units, and which are not located within a building shall be enclosed within a site obscuring fence or fence compatible with the design of the development.
13. A PUD may restrict the storage of recreational vehicles within the PUD in the restrictions and covenants of the project. Combined recreational vehicle storage areas in excess of 560 square feet shall be enclosed in a 6-foot-high site obscuring fence.
14. PUD plats prepared for filing shall be required to show the following minimum utility easements and required dedications to the public:
- a. All private streets;
 - b. Minimum ten-foot utility easement on each side of all primary access streets;
 - c. Minimum seven and one-half foot utility easement around the perimeter of the PUD. In a Commercial or Industrial Zone, the City Council may grant an exception to said easement requirement, after a

recommendation by the City Engineer and the Planning Commission, and each City franchised utility has waived in writing their need for the easement; and,

- d. All public dedications for streets, trails, drainage, utilities, parks, etc. Said utility easements shall be for the purpose of installing and maintaining utility lines as required by the utility owners. Prior to filing of a Planned Unit Development plat, all utilities currently operating in Cedar City, Utah under a franchise agreement with the City, shall acknowledge by signature on the plat that they have approved said utility easements, and guarantee their utility improvements will be installed and maintained.
- e. Provide a note indicating all common areas are public utility easements.
- f. The City Engineer or his designee may grant an exception to the easement requirements above if the easement is deemed unnecessary and each City franchised utility has waived in writing its need for the easement. At locations where the 10-foot PUE requirement in Subsection (b) is waived on a primary access street, a sight visibility triangle shall be preserved at the intersection of two or more primary access streets or of one primary access street and any other private street(s) as follows: No obstruction which will obscure the view of automobile drivers shall be placed within a triangular area formed by a line along the back edges of the drivable surface and a line connecting them at points thirty (30) feet from the intersection of those lines.

15. The declaration of Covenants, Conditions and Restrictions (CC&R's) shall include:

- a. A statement of maintenance responsibilities and estimated maintenance budget for all private common improvements, i.e. streets, drainage, sewer, water, landscaping, parks, trails, recreational facilities, club houses, parking areas, fencing, solid waste and other storage areas, etc.
- b. A statement prohibiting parking on private streets within the PUD on streets having less than 30 feet of asphalt width.

Amended by City Ordinance 1113-19-7, 0501-19, 1209-20-1, 1027-21, 0112-22-1, and 0713-22-1

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 9: **AMENDMENT** "Section 32-9 Subdivision And PUD General Requirements" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-9 Subdivision And PUD General Requirements

- A. The following are the General Requirements for the development of subdivisions and/or PUDs as indicated:
1. Soils Report Compliance: When the applicable Complete Preliminary Land Use Application List requires the applicant ~~The City Council requires that all proposed detailed minor lot subdivisions, platted subdivisions and PUDs undergo to submit~~ soils testing to determine the susceptibility of the soil in said subdivisions or PUDs to soils problems, including but not limited to: subsidence, enlargement, hydro-compaction, settling, slippage, and sinking of soil in relation to construction thereon or any other soil related condition that may pose a present or future threat to buildings or infrastructure constructed thereon. The subdivider or developer shall retain a Geotechnical Engineering Consultant to drill sufficient test pits and bore holes and make analysis and recommendations concerning the requirements to use the soil as the supporting structure for City streets, curb, gutter, sidewalk, utilities and other right-of-way improvements and for public and private buildings. Any such consultant so retained must first be approved by the City Engineer of Cedar City. The following details how the soils report will be reviewed by the City and used by the subdivider or developer in designing the subdivision or PUD:
 - a. ~~Upon approval of the Vicinity Plan of a detailed minor lot subdivision or platted subdivision or a PUD, the subdivider or developer~~ applicant shall provide the City Engineer with two (2) copies of the proposed subdivision's soils report containing the testing, analysis and recommendations of the Geotechnical Engineer. The Soils Report may be submitted to a second geotechnical engineering firm retained by Cedar City for its comments and recommendations regarding the findings and recommendations of the original soils report. The cost of all engineering analysis shall be borne by the subdivider or developer and payment for the second engineering opinion shall be prepaid by the subdivider to the City;
 - b. After reviewing the original soils report and the second opinion ~~of a detailed minor lot subdivision~~, the Land Use Authority ~~City Engineer~~ may present the findings of the reports to the Planning Commission and/or City Council. The Planning Commission and City Council may either approve or disapprove the application for a subdivision or PUD in which a soils report has been required after considering the findings and recommendations of the original soils report and any required second opinion; require additional information or modifications pursuant to Section 32-7.
 - c. In all subdivisions and PUDs, all right-of-way improvements, all public utilities, other public improvements and private structures erected within a subdivision or PUD in which a soils report has been

required and approved by the City must be built in accordance with the findings of the approved soils report. This shall be in addition to all other building code requirements. The Building Inspector shall have the authority to deny a building permit to a builder proposing to erect a structure within a subdivision or PUD that does not comply with the approved soils report. The City Engineer shall assist the Building Inspector in determining the compliance of buildings with the engineering report. The City Building Inspector shall maintain a complete copy of the soils report for inspection and review by the general public and for the City's use in performing the duties of the City Building Inspector, and;

d. Violations of this section shall constitute a Class B Misdemeanor.

B. Standards and Specifications: Engineering standards containing specifications for materials and installation of the required improvements to be owned and maintained by the City in subdivisions, ~~and~~ PUDs, ~~and other construction~~ shall be prepared by the City Engineer. Such engineering standards shall be approved by the Planning Commission and City Council and shall be adopted by resolution of the City Council. Said standards shall be considered minimum and shall apply under all ordinary circumstances; provided, however, that where the ~~subdivider~~ applicant can show that a provision of these general requirements and design standards would cause unnecessary hardship if strictly adhered to and where, because of topographical or other conditions peculiar to the site, in the opinion of the City Council, a departure may be made without destroying the intent of such provisions, the City Council may authorize a variance. Any variance so authorized shall be stated on the Final Plat and the reasons for such departure shall be entered in writing in the minutes of the City Council. Otherwise, all improvements shall be installed in accordance with City Engineering Standards.

C. Required Subdivision Improvements: The following improvements shall be required in all subdivisions and also PUDs where specifically indicated herein:

1. All streets shall have sub-base, and minimum two and one half (2 1/2) inch oil mat from curb to curb in accordance with Cedar City's engineering standards;
2. Signs in accordance with Cedar City's engineering standards;
3. Street drainage and drainage structures shall be provided in accordance with Cedar City's engineering standards and City storm drain system master plans;
4. The subdivider shall install sanitary sewers as approved by the City Engineer in accordance with Cedar City's engineering standards and City sewer system master plans;
5. Water mains having a diameter of not less than eight (8) inches shall be installed in accordance with Cedar City's engineering standards and City water system master plans;
6. Easements shall be provided, and fire hydrants and water meters installed to City specifications;
7. Curbs and gutters shall be installed in accordance with Cedar City's engineering standards;
8. Underground utilities shall be installed within the subdivision (these utilities

shall include electricity, natural gas, telephone, cable T.V. and street lights; a subdivider may have the option of installing appropriate overhead utilities in any portion of the subdivision in which overhead utilities existed at the time of the presentation of the vicinity plat preliminary land use application where such utilities could serve that portion of the subdivision);

9. Sidewalks for the entire subdivision where streets front lots in the subdivision shall be installed in accordance with Cedar City's engineering standards. Where a street does not front lots on both sides, the sidewalks along the side of the street not fronting lots can be omitted;
10. For Subdivisions and PUDs neighborhood delivery and collection box units (NDCBU) shall be installed (the location of the NDCBU'S shall be designated on the Final Plat after consultation by subdivider with the United States Postal Service and an appropriate easement provided therefore);
11. For Subdivisions, streetlights in accordance with Cedar City's engineering standards; for PUD's streetlights in accordance with Cedar City's engineering standards unless prohibited by recorded CC&Rs;
12. Six-foot-high site obscuring fences on lot lines of back yards of double fronted lots where the back yard is bordered by a City street classified as a major collector, minor arterial or major arterial on the Transportation Master Plan. A six-foot-height site obscuring fence is not required on double fronted lots located along local or minor collector roads, but the subdivider shall specify on the final plat and address said lots to one road for primary access. Said address shall determine the front property line with the opposite lot line being so designated as the rear property line. In no case shall a rear street property line be so designated on a plat that abuts the front property line of a non-through lot.
13. Subdivisions and PUDs will be required to leave in place any existing and required un-paved, 20-foot minimum width, wild land accesses to any public property. Subdivisions and PUDs will be required to design streets to connect to the existing and required wild land accesses. The wild land accesses shall not be included as part of a lot.
14. For Subdivisions and PUDs off-site access streets are as follows:
 - a. Where off-site access streets to the subdivision or PUD extend through the subdivider's or developer's property the street shall be fully improved with pavement and curb and gutter, not including sidewalk;
 - b. Where off-site access streets to the subdivision or PUD extend through property not owned by the subdivider or developer the street shall be paved 13 feet on each side of the street centerline and be dedicated the required full width with the required public utility easements on both sides of the street.

15. Subdividing property may not be used to avoid otherwise required public improvements on Master Planned Roads, or other dedicated public streets, or master planned trails and utilities. The purpose of this Subsection (15) is to prevent the avoidance of or excessive delay in the installation of public

improvements, and all interpretations of this Subsection shall be made with that goal as the primary consideration.

- a. Each subdivision final plat in a preliminary plan or project area shall be considered a phase of the preliminary plan and shall be developed in a logical and orderly manner. All public improvements shall be contiguous and continuous from their point of beginning in the development throughout the balance of the development. In reviewing a preliminary plat it shall be the intent of this section to avoid flag developments and remainder parcels or lots of the project area that abut required improvements.
- b. Improvements To Full Length Of Project: Where a subdivision abuts or includes any master planned infrastructure or dedicated right-of-way the subdivider shall complete the portion of such improvements the full length of the project in conformance with the approved City plans, master plans, including the General Plan.
- c. For the purposes of this section the project area includes all phases of a development which are required as part of the preliminary plat.
- d. Required improvements shall be completed
 - (1) for the current phase for all improvements within that phase or abutting that phase;
 - (2) within 250 feet of the current phase's boundary;
 - (3) for the entire width of the current phase or phases' boundaries for the project area as measured by the shortest straight lines from
 - (A) the furthest edges of the phase(s) to the improvement area along the closest master planned street(s) or right-of-way which provide(s) access directly or indirectly to that phase; and
 - (B) with said street measurement being no less than the greatest width of the current phase(s); and
 - (4) for any gaps remaining from subsections (1), (2), and (3) in required improvements on the same or intersecting street(s).
- e. Improvements shall be required regardless of the phase distance from the required improvements. Required dedications under this subsection 15 shall be completed for the entire project area with approval of the first phase.
- f. Notwithstanding the previous subsections, in no case shall 75 percent of the project area progress without the installation of all required improvements.
- g. Any remnant parcels and or lots created as the result of a subdivision shall be considered a part of the project area with improvements required under the criteria above.
- h. All required street and other improvements shall comply with MUTCD and applicable City Standards which may generate improvements beyond the criteria outlined above.

i. Exception: When required improvements are located within gaps that are unfeasible due to property ownership and required dedications which upon due diligence by the project proponent cannot be completed by any other means short of eminent domain by the municipality, said gaps will be exempt from this requirement upon approval of the City Engineer, except where the difference in ownership was created by the owner, developer, or their predecessor(s) in interest by a prior subdivision, including a minor lot subdivision, in the previous 5 years.

D. Engineering Drawings: ~~Upon receiving the Planning Commission's approval of the Vicinity Plan and soils report for detailed minor lot subdivisions, platted subdivisions and PUDs the subdivider or developer shall have a~~ An engineer licensed in the State of Utah shall prepare and stamp one (1) copy of engineering drawings showing a detailed design of all the required subdivision or PUD City and common improvements as listed in Section 32-9(C). The engineering drawings shall be reviewed and initialed by the design engineer's² internal checker and shall conform to all City Ordinances, City Engineering Standards, City Master Plans, sound engineering practices, other local, state and federal regulations, soils report recommendations and other requirements of the City Engineer that are based on adopted Cedar City land use regulations. Design study reports for drainage, water, sewer, and traffic may also need to be submitted when requested by the City Engineer. Whenever final approval has been obtained from the City Engineer on the Engineering Drawings the approval shall remain in effect for a period of two (2) years. If construction has not begun before the 2 year period elapses, the City Engineer shall ~~has the right to have~~ require the drawings be updated to the current Cedar City Engineer Standards in effect at that time.

E. Parks, School Sites, Other Public Space: In subdividing property, consideration shall be given to sites for schools, parks, playgrounds, and other areas for public use, as shown on the Master Plan. Any provisions for such open spaces should be indicated on the ~~Vicinity Plan~~ Preliminary Land Use Application and Final Land Use Application in order that the City may determine when and in what manner such areas will be dedicated to, or required by, the appropriate agency.

F. Water Pressure: No subdivision shall be approved in an area in which the water pressure at the highest spot in said subdivision has less than 40 p.s.i. with the water tank serving said area containing the amount of one (1) foot of water in said tank, unless said subdivision installs a water system consisting of either additional storage, booster pumps, or other requirements as determined to be necessary by the City Engineer to provide service to areas within said subdivision not meeting the 40 p.s.i. requirement.

G. Access: All subdivisions shall have access to a dedicated, paved street. If these conditions do not exist, the subdivider will be required to obtain such access before submission of the Final Plat Final Land Use Application ~~approval~~ and make improvements before the subdivision is accepted.

Amended by City Ordinance No. 1009-19, 0310-21, and 0525-22-3

H. Minimum Public Utility Easements on Residential Lots: Residential subdivision plats prepared for filing shall be required to show the following minimum width utility easements:

1. Residential Lots:
 - a. Minimum ten-foot utility easement on the front lot line;
 - b. Minimum five-foot utility easement on the side lot line of subdivision perimeter lots; and
 - c. Minimum seven and one-half foot utility easement on the rear lot line.
2. Commercial and Industrial Lots: Minimum twenty-foot easement on front lot line.
3. Said utility easements shall be for the purpose of installing and maintaining utility lines as required. Prior to filing of any residential subdivision plat, all utilities currently operating in Cedar City, Utah, shall acknowledge by signature on the plat that they have reviewed said utility easements, and guarantee their utility improvements will be installed.

I. Cost Sharing of Improvements: Cost of on-site and off-site improvements, which are covered under the provisions of this section, as well as the cost of other improvements, which the subdivider is required to install, shall be shared between the subdivider and the City, according to the following schedule:

FACILITY	SUBDIVIDER	CITY
Easements and rights-of-ways	100%	0%
Grading and drainage of streets	100%	0%
Bridges	100% for all local and collector streets	0% (on-site and off-site)
Street and paving	100% for minor collector widths in residential areas and for collector widths in industrial and commercial areas	100% for widths above minor collector widths in residential areas and for collector widths in industrial and commercial areas are eligible for impact fee reimbursement
Curb, gutter, curb cuts, driveways and cross gutters	100%	0%
Sidewalk	100%	0%
Street signs	100%	0%
Electric utilities, Natural Gas,		

Telephone/Communications, Cable TV and Street light wiring	100%	0%
Street Light system	100%	0%
Water system	100% up to and including the diameter required for subdivision, 8" minimum	All required oversize in excess of the diameter required for subdivision that is eligible for the impact fee reimbursement
Fire Hydrants	100%	0%
Sanitary Sewer System	100% up to and including the diameter required for subdivision, 8" minimum	All required oversize in excess of the diameter required for subdivision that is eligible for the impact fee reimbursement
Storm drains, canals and Flood Channel Systems	100% up to and including the size required for subdivision, 24" minimum	All required oversize in excess of the diameter required for subdivision that is eligible for the impact fee reimbursement
Parks	Special negotiations with City Council	Special negotiations with City Council
Fences	100% for rear yard lot line fences on double fronted lots	0%
Wildland Access	100%	0%
Inspection and Materials testing	100%	0%

1. Exception is made when street is Federal or State Highway where City will not participate.
2. Whenever any off-site property is benefitted by the installation of any of the required improvements, the subdivider or developer, prior to recording the Final Plat, may sign an agreement with Cedar City providing that they shall be reimbursed for the expenses incurred for installing the improvements. After the improvements are installed and accepted by Cedar City, the subdivider or developer can begin receiving reimbursement amounts according to the agreement. These reimbursement amounts shall be collected and be paid by Cedar City to the subdivider that paid for the installation of the improvements. Such reimbursement shall extend until the subdivider or developer has been completely reimbursed without interest for the money expended for installing the improvements, or for a ten-year period from the time the reimbursement

agreement is executed, whichever occurs first. Reimbursement shall only be collected from off-site property owners whose property fronts the installed improvements. The reimbursement for the fronting off-site property shall be calculated on a front foot basis and shall be 50% of the installation costs for street light, water, sewer and storm drain improvements that front the off-site property and 100% of the installation costs for bridge, street, curb, gutter, sidewalk and sign improvements that are on the off-site fronting property's side of the road centerline. This reimbursement shall not eliminate the requirement to pay impact or other required City fees.

3. Improvements eligible to be paid for with impact fees shall be reimbursed by the City to the subdivider or developer. This impact fee reimbursement shall be based on the actual cost of installation including engineering and be subject to availability of impact fee funds.

J. Guarantee of Performance: For all required ~~City owned and maintained improvements in detailed minor lot subdivisions~~, City owned and maintained platted subdivisions and PUDs and common improvements in residential PUDs, the subdivider or developer will be required to post a bond with the City guaranteeing the required improvements will be installed and paid for without cost to the City. Such bonds shall be posted and administered as follows:

1. Type and Amount of Guarantees: The type of guarantee for the subdivision or PUD improvements may be in the form of a cash bond or letter of credit from an acceptable financial institution in an amount equal to the cost of the required utilities and improvements as approved by the City Engineer. All letters of credit shall be in a form acceptable to the City Attorney;
2. Bond Amount: The cash bond or letter of credit in an amount sufficient to cover the approved engineer's estimate plus an additional ten percent (10%) warrantee bond to cover the warranty period for the City owned and maintained improvements in detailed minor lot and platted subdivisions and residential PUDs; if the applicant believes the required bond amount includes items not allowed under the Utah Code, the applicant shall specifically delineate those items and their costs that the applicant believes should be excluded and provide sufficient details for the Land Use Authority to make a determination;
3. Duration: Unless otherwise provided by a contract entered into according to this Chapter, the duration of the cash bond or letter of credit for the improvement bond and warrantee bonds shall continue until all improvement and warrantee work has been completed by the subdivider or developer;
4. Default: Unless otherwise provided by a contract entered into according to this Chapter, in the event the subdivider is in default or fails or neglects to satisfactorily install the required utilities and improvements within two years from the date of approval of the Final Plat by the City Council, or to pay all liens in connection thereto, the City may declare the bond or other assurance forfeited, and the City may install or cause the required improvements to be installed, using the proceeds from the collection of the bond or other assurance to defray the expense thereof;

5. Bond Agreement: A signed bond agreement with the City is required. The bond agreement shall be in a form approved for use by the City Attorney. These agreements are deemed necessary and proper to insure the improvements are constructed, and the Mayor is authorized to sign them without prior approval from the City Council, and;
6. Release of Bonds:
 - a. A maximum of 90% of the cash bond or letter of credit shall be eligible for release as the improvements are completed according to the approved engineering drawings. 10% of the bond shall be retained until the City improvements in a subdivision or PUD are accepted by the City Engineer. The improvements shall not be accepted by the City Engineer until as-built drawings and grading reports are received, and the final inspection by the City Engineer and resulting punch list items are completed by the subdivider;
 - b. The additional ten percent (10%) cash bond posted to cover the warranty period shall remain in effect for one (1) year from the date the subdivision or PUD with City improvements is accepted by the City. The purpose of the bond is to pay for items that are not repaired by the subdivider or developer during the warranty period. Once this year has passed and the improvements have been accepted by the City this bond will be eligible for release to the subdivider or developer, and;
 - c. When the warranty bond is released the City will be deemed to have accepted all City improvements and shall assume responsibility for ongoing maintenance of the subdivision's or PUD's City improvements.
- K. City Fees: City fees for subdivisions and PUDs will be assessed according to the City's fee schedule and paid ~~for~~ before or concurrently with submission of the Preliminary Land Use Application and the Final Land Use Application ~~Final Plan or Plat approval by the City Council~~. The fees shall include but not be limited to any Planning Commission filing fee, plan checking fees, pre-plat approval construction fees, utility line reimbursement fees, lift station up-grade fees, construction inspection fees, water acquisition fees, etc.
- L. Inspection of Improvements: The City Engineer shall inspect the work during construction for quality of materials and workmanship, but the subdivider or developer shall be responsible for the quality of all materials and workmanship.
- M. Improvement Schedule:
 1. No improvement construction shall begin in a platted subdivision, ~~detailed minor lot subdivision~~ or residential PUD, including clearing and grubbing, before the Final Plat Land Use Application is approved by the City. Notwithstanding the forgoing, ~~After~~ the proposed project has been presented to the City's ~~Staff Sketch Review Committee~~, the subdivider or developer may contact the Engineering Department and apply for a Grading Permit. The Grading Permit Applicant must ensure that proper measures are in place for

dust control, drainage, and erosion control. An approved Grading Permit will allow the subdivider or developer to do clearing, grubbing, and rough grading work prior to Final Plat approval. Any clearing, grubbing, and rough grading work without a grading permit will cause the subdivider or developer to be assessed a pre-plat construction fee as set forth in the City's Fee Schedule.

Any work done in excess of clearing, grubbing, and rough grading (i.e., utility installation, subgrade preparation, curb & gutter, asphalt, etc.) will cause the subdivider or developer to be assessed a pre-plat construction fee as set forth in the City's Fee Schedule. If applicable, the pre-plat construction fee will be collected before approval of the Final Plat or Plan Land Use Application by the City Council Land Use Authority.

2. The City owned and maintained improvements in a platted subdivision; ~~detailed minor lot subdivision~~ and PUD, and common improvements in a residential PUD, shall be constructed within two (2) years of the Final ~~Plat or Plan~~ Land Use Application approval by the City. If the improvements are not installed within two (2) years of the Final Plat or Plan Land Use Application approval by the City, the City shall use the subdivider's or developer's performance bond to install the improvements.
 3. In simple minor lot subdivisions ~~included in Section 32-6 Step 2(A)(3)~~ the required City owned and maintained improvements fronting the lot shall be completed before an occupancy permit is issued for any building on the lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.
 4. In commercial or industrial PUDs the common PUD improvements serving any lot in the PUD shall be completed before an occupancy permit is issued for the building on that lot. As an exception, an occupancy permit may be issued if the uncompleted improvements are not essential under the building code and fire code, and an acceptable performance bond and City bond agreement have been accepted by the City.
 5. **No building permits will be issued in a ~~platted subdivision with final approval or a detailed minor lot subdivision~~ (not including PUDs) until all fronting streets improvements are installed and accepted by the City.** As an exception, building permits may be issued in a ~~platted subdivision~~ with final approval or a detailed minor lot subdivision when an acceptable performance bond and City bond agreement have been accepted by the City, and the development meets the requirements for the issuance of the building permit under the building code and fire code.
- N. As-built Drawings: No bond retainage will be released on a ~~platted subdivision, or PUD or a detailed minor lot subdivision~~ until final as-built drawings of any City owned and maintained improvements are prepared and submitted to the City Engineer.
- O. Improvement Completion and Acceptance: At the completion of the installation of the City owned and maintained improvements the City Engineer shall make a final

inspection of the subdivision or PUD. If "as-built" plans are filed and other conditions thereof are found to be satisfactory, the City shall release the bond, not including the 10% cash warrantee bond, or other assurance and accept the responsibility for the dedicated right-of-ways, easements and City owned and maintained facilities. If "as constructed" plans have not been submitted to the City Engineer or the required improvements are not completed within the required time period, the City may declare the subdivider in default.

- P. Warrantee Period Acceptance: If the condition of material or workmanship shows unusual depreciation or does not comply with acceptable standards of durability at any time during the one-year warranty period it will be the responsibility of the subdivider or developer to make the necessary repairs. If the subdivider or developer does not complete the necessary repairs within 30 days after receiving written notice from the City, the City will declare the subdivider or developer in default and use the 10% warranty bond to complete the repairs.
- Q. Special Improvement Contracts: In the event that the improvements are installed under "special improvement contracts" the planning and execution of the work shall be carried out as prescribed by laws pertaining thereto.
- R. Amended Plats: Amended plats must be filed. When major changes, not including lot line adjustments, in a plat of a subdivision which has been recorded are made, approval of said subdivision shall be vacated and an amended plat thereof approved and filed in accordance within the requirements of this Ordinance and applicable state laws.
- S. Water Right Conveyance to the City:
 - 1. Before Final **Land Use Application Plat** approval, subdividers and developers of platted subdivisions and residential PUDs are required to convey water rights to the City according to the City's water acquisition ordinance.
 - 2. Minor lot subdivisions and commercial and industrial PUDs shall convey water rights to the City according to the City's water acquisition ordinance when a building permit is obtained on each lot.
- T. Enforcement and Permits: No officer of Cedar City shall grant any permit or license for the use of any building or land if such use would be in violation of this Ordinance.
- U. Penalty: Any person who shall violate any of the provisions of this Ordinance shall, upon conviction thereof, be punished by a fine not exceeding One Thousand Dollars (\$1,000.00) or imprisonment in the County Jail for six (6) months, or by both fine and imprisonment.
- V. Validity: If any section, sub-section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such holding shall not affect the validity of the remaining portion of this Ordinance.

AMENDED BY ORDINANCE NUMBER 0922-21 and 0810-22-13

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 10: AMENDMENT “Section 32-10 Vesting Rights” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 32-10 Vesting Rights

A. Definitions:

1. **Complete Land Use Application:** To become vested, an applicant must submit a complete land use application and pay the applicable City fees. To be accepted and considered complete, the application must conform to the requirements of the City’s zoning map and applicable land use ordinance in effect when the application is filed with the City. Application forms are available at the City Engineers Office or on the Cedar City website. Applications will not be accepted that do not comply with the application form. All requested information on the application form must be provided to be considered complete. The applicable City fee will correspond with the specific land use application.
2. **Requirement to Pursue Approval with “Reasonable Diligence”:** It is not in the City’s best interest to allow applications to languish for years with little activity, while zoning, safety and other standards are being updated and changed. As such, once an application is accepted as complete by the City, the applicant is required to ~~appear before the Planning Commission and/or the City Council meeting agendas with required plans, studies, and requested information necessary to obtain preliminary and final plat approval within 6 months~~complete the applicant's duties under this ordinance with reasonable diligence.
 - a. At no time shall a ~~Vicinity Plan~~Preliminary Land Use Application approval remain effective beyond a period of two (2) years from the date of the ~~Planning Commission~~City's approval. If the ~~Vicinity Plan~~Preliminary Land Use Application approval expires, the applicant will lose their vested rights and be required to restart the land use application process under the ordinances/fees in effect at the time of resubmittal.
 - b. At no time shall an Application to Annex remain effective beyond a period of two (2) years from application submittal. If the Application to Annex expires, the applicant will lose their vested rights and be required to restart the annexation process under the ordinances/fees in effect at the time of resubmittal.
 - c. Except for being granted a building permit extension by the City’s Building Official, at no time shall a Building Permit remain effective beyond a period of 180 days from the date of the filing of the Building Permit application and the payment of all applicable fees. If

- the Building Permit expires, the applicant will lose their vested rights and be required to pay the Building Permit fee at the rate in effect at the time of resubmittal.
- d. At no time shall a Residential Development Overlay (RDO) remain effective beyond a period of seven (7) years from the date of the City Council approval. If the RDO expires, the applicant will lose their vested rights and be required to restart the RDO approval process under the ordinances/fees in effect at the time of resubmittal.
- B. An applicant is entitled to approval of a land use application if the application conforms to the requirements of the City's zoning map and applicable land use ordinance in effect when a Complete Application is submitted and all required fees have been paid, unless:
1. the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or
 2. the City Council, before the application is submitted, has adopted a Notice of Pending Ordinance as set forth in Utah Code Ann. §10-9a-504.
- C. The City shall process a Complete Application without regard to proceedings initiated to amend the City ordinance if:
1. 180 days have passed since the proceedings were initiated, and
 2. the proceedings have not resulted in an enactment that prohibits the approval of the land use application.
- D. When a Complete Application for a land use approval is considered submitted, the accompanying rights vest on the following date:
1. A ~~Planning Commission~~ complete Preliminary Land Use Application plus the payment of applicable fees vests the applicant in the City's ordinance in effect on the date of application submittal and payment of applicable fees.
 2. A ~~Land Use Application~~ ~~Petition~~ for Annexation, ~~Subdivision or PUD approval~~ plus the payment of ~~Planning Commission~~ applicable Fees, vests the applicant in the City's fees effective when the ~~Application~~ ~~Petition~~ and ~~Planning Commission~~ fees are submitted.
 3. A Building Permit Application vests the applicant in the City's permit fee rate in effect on the date of application submittal and payment of applicable fees.
- E. The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with Reasonable Diligence.
- F. The following list of land use practices do not create vested rights: master plan approval, general plan amendments, City master plans, discussions with City Staff pertaining to a development, and the deeding of water rights. This list is not meant to be exhaustive.
- G. The City Council retains the ability to enter agreements which provide vesting rights contrary to this ordinance when the City Council finds that the proposed agreement furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and which promotes more fully the objectives and purposes of the City's ordinances.

Enacted by City Ordinance 0825-21-4

ENTIRE CHAPTER AMENDED BY CEDAR CITY ORDINANCE NO. 0211-15

SECTION 11: **ADOPTION** "Section 32-11 Appeals" of the Cedar City Municipal Code is hereby *added* as follows:

ADOPTION

Section 32-11 Appeals(Added)

A. Engineer Panel Review.

- 1. Appeals from the following issues shall be handled through the Engineer Panel Review process described herein:**
 - a. Requests from the applicant**
 - (1) after the fourth or final review cycle of a preliminary subdivision land use application;**
 - (2) the City has not responded within 20 business days; and**
 - (3) the dispute arises from the subdivision improvement plans;**
 - b. Appeal from the applicant regarding a City requirement for pavement in excess of 32 feet on a residential roadway.**
- 2. Upon appropriate and timely request, the Land Use Authority shall assemble a panel of qualified experts to serve as the appeal authority for purposes of determining the technical aspects of the appeal.**
- 3. Unless otherwise agreed by the applicant and the municipality, the panel described herein shall consist of the following three experts:**
 - a. one licensed engineer, designated by the municipality;**
 - b. one licensed engineer, designated by the land use applicant; and**
 - c. one licensed engineer, agreed upon and designated by the two designated engineers above.**
- 4. A member of the panel assembled by the municipality may not have an interest in the application that is the subject of the appeal.**
- 5. The land use applicant shall pay:**
 - a. 50% of the cost of the panel; and**
 - b. the municipality's published appeal fee.**
- 6. The decision of the panel is a final decision, subject to a petition for review if either the applicant or the City files a petition for review of the decision with the Fifth District Court within 30 days after the date that the panel's decision is final.**

B. Designated appeal authority.

- 1. All decisions made by the Land Use Authority that are not specifically directed to the Engineer Panel Review may be appealed to the City Manager.**
- 2. Any appeal must be submitted in writing to the Land Use Authority within ten (10) business days of the decision from which the appeal is taken. Such appeal**

shall describe in detail the nature of the appeal, the action complained of, and the grounds for appeal.

3. Within seven (7) business days of the filing of the appeal to the City Manager, the Land Use Authority shall submit to the City Manager all records and documentation pertaining to the application and the Land Use Authority's explanation for the decision(s) made.
4. Decision by City Manager: The City Manager shall issue a decision within fifteen business (15) days of receiving the applicant's appeal, unless an extension of time is agreed upon by the parties. The decision complained of shall be reversed by the City Manager if upon review of the written appeal and information submitted, the City Manager finds that the Land Use Authority or other City official made a material mistake of law or fact in making the complained of decision.
5. Decisions of the City Manager are final, subject to a petition for review if either the applicant or the City files a petition for review of the decision with the Fifth District Court within 30 days after the date that the City Manager's decision is final.

SECTION 12: **EFFECTIVE DATE** This Ordinance shall be in full force and effect on February 1, 2024.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Hartley	_____	_____	_____	_____
Isom	_____	_____	_____	_____
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

CEDAR CITY
CITY COUNCIL AGENDA ITEM 17
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider a resolution revising Sections 2.3, 3.2, 3.3, 3.4, and 3.5 of the City Engineering Standards.**

Discussion: In conjunction with the modifications to the City's subdivision ordinance, there are several sections of the City Engineering Standards that also need to be changed. The following is a summary of the items that are proposed to be revised in the Engineering Standards:

1. Complete submittal list is being added for submitting development projects for review.
2. File naming convention is being added for electronic files.
3. Clarify final sets of construction drawings to be provided and as-built requirements.
4. Add a requirement for sanitary sewer modeling and summary reports.
5. Add a requirement for culinary water modeling and summary reports.
6. Changes to the water system requirements regarding fire flow and peak demand per State rules.
7. Add a requirement for stormwater modeling and summary reports.
8. Add a requirement for traffic impact studies and modeling for land use proposals that modify the General Plan. Other developments may require a traffic study based on potential traffic impact.

The proposed Engineering Standards revision was presented at the Planning Commission meeting on November 7, 2023. The proposed revisions received a positive recommendation from the Planning Commission. Refer to the attached meeting minutes.

The following pages of this information sheet include these items:

1. Planning Commission minutes from the November 7th meeting.
2. Resolution amending the City's Engineering Standards.
3. Redlined text of the revised sections showing the items that are proposed to be changed in the Engineering Standards.

Please consider whether to approve a resolution revising the City's Engineering Standards. Thank you for your consideration.

5. Engineering Standards Sections 2.3, 3.2, 3.3, 3.4, 3.5 Jonathan Stathis
Revision
(Recommendation)

Jonathan: Revisions go along with ordinance change we just talked about. Mostly with the state mandated requirements. When the city receives drawings for review, we require a complete packet. All of the items need to be submitted to be considered a complete submittal. We will tie it to all projects, not just subdivisions. Hopefully will speed up the review time. File naming convention for files that are submitted. A few clarifications on construction drawings and as-builts Traffic continues to be a concern. Require a traffic study where the general plan is changed. If something is being proposed to change general plan, then it would trigger a traffic study. Maybe needed other times. Guidance when it would be relevant is if it generates 200 or more peak trips per hour. Modeling would be done by the city's approved consultants. Results submitted to the city. Adding language for storm drainage. Study required and modeling done by approved consultants. We are going this direction because of the compressed timeframes. The modeling needs to be done first. So the developer and engineers know what needs to go in. Sanitary sewer, same thing, study and modeling, results and recommendations provided. Culinary water, similar to other items, requires water systems study and modeling. Proposing to modify to comply with state rules that have changed recently. Ensuring there is minimum flow for fire flow. On the new subdivision preliminary and final land use application. Complete application will include all items. We are working on an internal checklist that will go with Subdivisions, PUDs or land use application. Checklist we will use and will have standards to refer to. Then we have the proposed fees. You will not be acting on this tonight. The upfront fee would need to be paid. This will go to City Council for approval.

Councilmember Ray motions for positive recommendation to approve Engineering Standards revision of sections 2.3, 3.2, 3.3, 3.4, 3.5; Jett seconds; all in favor for unanimous vote.

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION AMENDING THE CITY'S ENGINEERING STANDARDS

WHEREAS, beginning in 1995 the City adopted engineering standards for all work to be located within the public streets, rights-of-way, and easements within the City; and

WHEREAS, these engineering standards also contain specifications for infrastructure items that are connected to or impact the City's facilities; and

WHEREAS, from time to time the engineering standards have been updated or modified; and

WHEREAS, attached hereto and incorporated herein as exhibit A there are a set of proposed amendments to the City's engineering standards in conjunction with the rewrite of Chapter 32 Subdivisions; and

WHEREAS, the proposed amendments have been reviewed and received a positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the amendments to the City's engineering standards contained in Exhibit A are hereby adopted. This resolution shall take effect immediately upon passage.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this ____ day of November, 2023.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT A
RESOLUTION NO. _____

FOR THE PURPOSES OF THE CITY OF _____

SECTION 1. THE CITY OF _____

RESOLUTION NO. _____

EXHIBIT A

Resolution No. _____
amendments to the City's engineering standards

SECTION 1. THE CITY OF _____

RESOLUTION NO. _____

FOR THE PURPOSES OF THE CITY OF _____

**CEDAR CITY
ORDINANCE**

NOW THEREFORE, be it ordained by the City Council of the Cedar City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “2.3 CONSTRUCTION DRAWINGS” of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

2.3 CONSTRUCTION DRAWINGS

Complete and detailed construction plans and drawings of improvements shall be submitted to the City Engineer. No construction shall be started until plans have been checked and approved by the City Engineer, and other appropriate City officials.

The following instructions are for the purpose of standardizing the preparation of drawings to obtain uniformity in appearance, clarity, size and style:

One set of construction plans shall be submitted to the City Engineer for checking and returned to the Owner/Contractor for correction. When all corrections have been made and the set approved, four approved sets shall be provided to the City Engineer.

The plans and designs shall meet the standards defined in the Specifications and Drawings hereinafter outlined.

All drawings and/or prints shall be clear and legible and conform to good engineering and professional drafting room practice. Generally, the size of drawings shall be three sets of 24" by 36" and one set of 11" x 17".

The developer shall also provide all as-built drawings in Auto Cad format by Electronic disk or email with a .dxf or .dwg file format upon completion of the project.

AFTER AMENDMENT

2.3 CONSTRUCTION DRAWINGS

Complete and detailed construction plans and drawings of improvements shall be submitted to the City Engineer. No construction shall be started until plans have been checked and approved by the City Engineer, and other appropriate City officials.

The following items must be submitted with the construction drawings in order to constitute a complete submittal for all projects reviewed by the City Engineering Department:

1. Completed application through the City's electronic submittal system.
2. Applicable fees paid.
3. Record of Survey and Topographic Map for Subdivision or PUD Boundary (for Subdivisions and PUD's)
4. Preliminary Plat (for Subdivision and PUD's).
5. Full set of construction drawings.
6. Prairie dog clearance letter.
7. FAA 7460-1 clearance letter (if project is located within an Airport Overlay Zone).
8. Geotechnical Investigation (soils report).
9. Drainage Control Plan and Report.
10. UDOT Access Approval (if project fronts UDOT right-of-way).
11. UDOT Project Approval (if project is adjacent to UDOT right-of-way or drains to UDOT right-of-way).
12. Sanitary Sewer Modeling results and summary report.
13. Culinary Water Modeling results and summary report.
14. Storm Drain Modeling results and summary report.
15. Traffic Modeling results and summary report (if required).
16. Road Dedications, prepared and recordable (if needed for the project).
17. Offsite Easements, prepared and recordable (if needed for the project).
18. Onsite Easements, prepared and recordable (if needed for the project).
19. Vacate Easements, prepared and recordable (if needed for the project).
20. FEMA Flood Zone designation.
21. Floodplain Development Permit (if needed).
22. Flood Elevation Certificate (if needed).

23. Letter of Map Revision (or Conditional Letter of Map Revision) approved by FEMA (if needed).
24. Bond Estimates - Public and Private (for Subdivisions, PUD's, RV Parks, Mobile Home Parks, and others if required).
25. City Reimbursement Cost Estimate (if master-planned improvements are being upsized or other improvements paid by City).
26. Signed approval letter from Irrigation Company (if irrigation company infrastructure is being modified or drainage is being discharged into the irrigation company's system).
27. Statement of compliance with City Master Plans - General Plan, Transportation, Culinary Water, Sewer, Storm Drain, Active Transportation, Trails, and Parks.
28. Statement of compliance with all Zoning ordinances.
29. Statement of compliance with approved RDO's, development agreements, reimbursement agreements, and conditional use permits (if needed).
30. Already approved variances to zoning ordinances and engineering standards and/or approved deferrals (if requested).
31. Water Rights documentation - information regarding how the project intends to meet the City's Water Acquisition Ordinance, including Conservation Rate Agreements that are prepared and recordable and CC&R's that are prepared and recordable for subdivisions/PUD's.
32. Show compliance with 2 improved accesses (if exceeding 80 lots/units on a single access).
33. WUI code compliance (if located within the WUI overlay).
34. Avigation Easement (if needed).

The following instructions are for the purpose of standardizing the preparation of drawings to obtain uniformity in appearance, clarity, size and style:

One electronic set of construction plans drawings shall be submitted to the City Engineer for checking and returned to the Owner/Contractor for correction. All construction drawings and other documents submitted for review shall comply with the following standard file naming convention: "Project Name - Short Description of Document - Document Revision # - Date of Submittal."

When all corrections have been made and the set approved, three 24" x 36" and four 11" x 17" approved hard copy sets shall be provided to the City Engineer. The final sets of construction drawings must be stamped and signed by a licensed professional engineer in the State of Utah.

The plans and designs shall meet the standards defined in the Specifications and Drawings hereinafter outlined.

All drawings and/or prints shall be clear and legible and conform to good engineering and professional drafting room practice. ~~Generally, the size of drawings shall be three sets of 24" by 36" and one set of 11" x 17".~~

The developer shall also provide all as-built drawings in Auto Cad format ~~by Electronic disk or by email with a .dxf or .dwg file format and PDF format~~ upon completion of the project. The as-built drawings must also be provided on 24" x 36" mylar sheets that are stamped and signed by a licensed professional engineer in the State of Utah.

SECTION 2: AMENDMENT "3.4.1 DESIGN FLOWS" of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.4.1 DESIGN FLOWS

All sanitary sewers and appurtenances shall be designed to carry the design flows from all contiguous areas that may be tributary thereto. Studies may be required to determine sewer design flow and adequate gravity and pressure sewer infrastructure sizes.

Sanitary sewers shall be designed to carry the peak discharge as specified below; also, all sewers shall be designed to transport suspended material so as to preclude the deposition of any solids in the sewer line.

New sewer systems shall be designed on the basis of an average daily per capita flow. Sanitary sewer systems shall be designed to prohibit infiltration and ex-filtration. To provide for peak loads, sanitary sewers shall be designed to carry, not less than that shown in table 3.2.

TABLE 3.2 SANITARY SEWER DESIGN FLOWS

Laterals and Mains (< 15" diameter)	400 gallons/capita/day
Outfall Lines (≥ 15" diameter)	250 gallons/capita/day

All sewers shall be designed and constructed with hydraulic slopes sufficient to give mean velocities of not less than 2.0 feet per second, based on Manning's formula, using a value for "n" of not less than 0.013. The minimum slopes to be provided shall be as shown in table 3.3, unless approved otherwise by the City Engineer. All sewer shall be no more than 1/2 full when conveying the peak daily design flows for full buildout in accordance with City Master Plan.

TABLE 3.3 SANITARY SEWER MINIMUM SLOPES

SEWER SIZE (Inches)	MINIMUM SLOPE (ft/100 feet)	MAXIMUM NUMBER OF DWELLINGS	MINIMUM NUMBER OF DWELLINGS ALLOWED AT MINIMUM SLOPE
4	1.00	3	1
6	0.60	10	1
8	0.50	300	1
10	0.40	500	150
12	0.35	750	190
15	0.30	1200	245
18	0.25	1900	330
21	0.20	2600	455
>24	0.15	3200	680

NOTE: Maximum dwelling units for four and six inch pipe sized for service laterals, eight inch and above sized for sewer main. Minimum number of dwellings may be less if the line is shown on the City's Sewer Master Plan. The minimum number of dwellings shall be calculated based on the line's service area at full build-out according to the anticipated density based on the City's General Plan and /or Zoning (whichever is more dense).

The Engineer must furnish computations for velocities and depth of flow for grades in excess of 10% and for extremely low flow situations. Grades in excess of 15 percent must be approved by the City Engineer. Sewer size shall NOT be increased in an attempt to decrease minimum slope.

AFTER AMENDMENT

3.4.1 DESIGN FLOWS

All sanitary sewers and appurtenances shall be designed to carry the design flows from all contiguous areas that may be tributary thereto. ~~Studies~~ Engineering studies and computer modeling are may be required to determine sewer design flow and adequate gravity and pressure sewer infrastructure sizes. A sanitary sewer engineering study as described herein is required for the following land use proposals: Sewer Master Plan amendments, General Plan amendments (if proposal is increasing the density or changing the type of use), Development Agreements (if proposal is increasing the density), Residential Development Overlays, Subdivisions, PUD's, RV Parks, Mobile Home Parks, and building permits that require engineering review. A sewer engineering study is required with calculations for the proposed development and contiguous, upstream, and downstream areas that are tributary to the proposed sewer system. Sewer hydraulic modeling must be completed by the City's approved Sewer Modeling Consultant. The sewer modeling must include the proposed development and all contiguous areas, upstream areas, and downstream areas that are tributary to the proposed sewer system, or may, within a reasonable period in the future, be tributary to the proposed sewer system. Results of the sewer modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report must be provided which states whether the proposed development complies with these Engineering Standards and State of Utah DEQ rules. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the sewer system in order to comply with these Engineering Standards and State of Utah DEQ rules.

Sanitary sewers shall be designed to carry the peak discharge as specified below; also, all sewers shall be designed to transport suspended material so as to preclude the deposition of any solids in the sewer line.

New sewer systems shall be designed on the basis of an average daily per capita flow. Sanitary sewer systems shall be designed to prohibit infiltration and ex-filtration. To provide for peak loads, sanitary sewers shall be designed to carry, not less than that shown in table 3.2.

TABLE 3.2 SANITARY SEWER DESIGN FLOWS

Laterals and Mains (< 15" diameter)	400 gallons/capita/day
Outfall Lines (≥ 15" diameter)	250 gallons/capita/day

All sewers shall be designed and constructed with hydraulic slopes sufficient to give mean velocities of not less than 2.0 feet per second, based on Manning's formula, using a value for "n" of not less than 0.013. The minimum slopes to be provided shall be as shown in table 3.3, unless approved otherwise by the City Engineer. All sewer shall be no more than 1/2 full when conveying the peak daily design flows for full buildout in accordance with City Master Plan.

TABLE 3.3 SANITARY SEWER MINIMUM SLOPES

SEWER SIZE	MINIMUM SLOPE	MAXIMUM NUMBER	MINIMUM NUMBER OF DWELLINGS
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(Inches)	(ft/100 feet)	OF DWELLINGS	ALLOWED AT MINIMUM SLOPE
4	1.00	3	1
6	0.60	10	1
8	0.50	300	1
10	0.40	500	150
12	0.35	750	190
15	0.30	1200	245
18	0.25	1900	330
21	0.20	2600	455
>24	0.15	3200	680

NOTE: Maximum dwelling units for four and six inch pipe sized for service laterals, eight inch and above sized for sewer main. Minimum number of dwellings may be less if the line is shown on the City's Sewer Master Plan. The minimum number of dwellings shall be calculated based on the line's service area at full build-out according to the anticipated density based on the City's General Plan and /or Zoning (whichever is more dense).

The Engineer must furnish computations for velocities and depth of flow for grades in excess of 10% and for extremely low flow situations. Grades in excess of 15 percent must be approved by the City Engineer. Sewer size shall NOT be increased in an attempt to decrease minimum slope.

SECTION 3: AMENDMENT "3.5 CULINARY WATER DESIGN" of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.5 CULINARY WATER DESIGN

All culinary water mains and appurtenances within Cedar City shall be designed to provide for adequate future service for all contiguous areas that may, within a reasonable period in the future, be tributary thereto.

AFTER AMENDMENT

3.5 CULINARY WATER DESIGN

All culinary water mains and appurtenances within Cedar City shall be designed to provide for adequate future service for all contiguous areas that may, within a reasonable period in the future, be tributary thereto. A culinary water engineering study as described herein is required for the following land use proposals: Water Master Plan amendments, General Plan amendments (if proposal is increasing the density or changing the land use type), Development Agreements (if proposal is increasing the density), Residential Development Overlays, subdivisions, PUD's, RV Parks, Mobile Home Parks, and building permits that require engineering review. A culinary water engineering study is required with calculations for the proposed development and contiguous areas that are tributary to the proposed water system. Culinary water hydraulic modeling must be completed by the City's approved Water Modeling Consultant. The water modeling must include the proposed development and all contiguous areas that may, within a reasonable period in the future, be tributary to the proposed water system. Results of the water modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report must be provided which states whether the proposed development complies with these Engineering Standards, Utah Drinking Water rules, and fire flow requirements in the latest version of the International Fire Code. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the culinary water system in order to comply with these Engineering Standards, Utah Drinking Water rules, and fire flow requirements in the latest version of the International Fire Code.

SECTION 4: AMENDMENT “3.5.1 DESIGN FLOW PRESSURE” of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.5.1 DESIGN FLOW PRESSURE

Water mains shall be designed to provide a minimum residual pressure of 20 psi under maximum day demand conditions including designed fire flow (as called out in Section 3.5.7 of these Standards). A minimum of 35 psi residual pressure must be maintained under normal peak hour conditions without fire flow.

AFTER AMENDMENT

3.5.1 DESIGN FLOW PRESSURE

Per Utah Rule R309-105-9, the drinking ~~W~~water ~~mains~~system shall be designed to meet the following minimum water pressures at points of connection, under all conditions of flow:

1. 20 psi during conditions of fire flow and fire demand (as called out in Section 3.5.7 of these Engineering Standards) experienced during peak day demand;

2. 30 psi during peak instantaneous demand; and

3. 40 psi during peak day demand.

Individual home booster pumps are not allowed as indicated in Utah Rule R309-540-5(4)(c).

When static pressure exceeds 150 psi in new distribution water lines, pressure reducing devices shall be provided on mains in the distribution system where service connections exist.

~~provide a minimum residual pressure of 20 psi under maximum day demand conditions including designed fire flow (as called out in Section 3.5.7 of these Standards). A minimum of 35 psi residual pressure must be maintained under normal peak hour conditions without fire flow.~~

SECTION 5: AMENDMENT “3.5.2 PEAK INSTANTANEOUS FLOW”
of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.5.2 PEAK INSTANTANEOUS FLOW

Peak instantaneous flow as determined in Section 5.1 of the State of Utah Public Drinking Water Regulations, shall be as follows:

Residential (indoor use -- not including fire flow):

$$Q_i = 10.8 N^{0.64}$$

where:

Q_i = Total indoor flow (in gpm) delivered to all connections.

N = Total number of equivalent residential connections.

Peak instantaneous flow shall be assumed for outdoor use as follows:

$$Q_o = 1.85Q_i$$

where:

Q_o = Total outdoor flow (in gpm) delivered to all connections.

Q_i = Q_i as defined above.

Peak instantaneous total flow Q_t shall be: $Q_t = Q_i + Q_o$

Peak instantaneous fire flows shall be added to peak instantaneous domestic flows for distribution system design flow total.

Commercial or industrial areas may require special investigation to determine fire flow requirements. Existing and future static pressure and flow information used in the design must be obtained from or approved by the City Water Department Superintendent.

AFTER AMENDMENT

3.5.2 PEAK INSTANTANEOUS FLOW

Peak instantaneous flow as determined in Section 5.1 of the State of Utah Public Drinking Water Regulations, Utah Rule R309-510-9 shall be as follows:

Residential (indoor use -- not including fire flow):

1. The peak instantaneous demand shall be determined using hydraulic modeling. The hydraulic model must either apply an instantaneous peaking factor to account for peak instantaneous demand or use actual peak instantaneous water flow data.

2. Alternatively, the peak instantaneous demand for a single pipeline shall be calculated for indoor use using the following equation:

$$Q_i = 10.8 N^{0.64}$$

where:

Q_i = Total indoor flow (in gpm) delivered to all connections.

N = Total number of equivalent residential connections.

Peak instantaneous flow shall be assumed for outdoor use as follows:

$$Q_o = 6.78 \text{ gpm/irrigated acre} + 1.85Q_i$$

where:

Q_o = Total outdoor flow (in gpm) delivered to all connections.

$Q_i = Q_i$ as defined above.

Peak instantaneous total flow Q_t shall be: $Q_t = Q_i + Q_o$

Peak instantaneous fire flows shall be added to peak instantaneous domestic flows for distribution system design flow total.

Commercial or industrial areas may require special investigation to determine fire flow requirements. Existing and future static pressure and flow information used in the design must be obtained from or approved by the City Water Department Superintendent.

SECTION 6: AMENDMENT “3.5.7 FIRE FLOW REQUIREMENTS” of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.5.7 FIRE FLOW REQUIREMENTS

Under maximum day demand conditions, fire flow shall be according to the latest International Fire Code. The total system design shall be such that fire flows and normal peak instantaneous flow demand (as called out in Section 3.5.2 of these standards) can be met while still maintaining a minimum pressure of 20 psi at all points in the distribution system.

High-density residential, commercial or industrial areas shall require special investigation to determine fire flow requirements and hydrant spacing per IFC. Existing and future static pressure and flow information used in the design shall be obtained from or approved by the Cedar City Water Department.

AFTER AMENDMENT

3.5.7 FIRE FLOW REQUIREMENTS

Per Utah Rule R309-510-9(4), the distribution system shall be sized to provide minimum pressures as required by R309-105-9 to all points in the distribution system when needed fire flows are imposed during peak day demand in the distribution system.

~~Under maximum day demand conditions, fire~~ Fire flow shall be according to the latest International Fire Code. The total system design shall be such that fire flows ~~and normal peak instantaneous flow~~ experienced during peak day demand (as called out in Section 3.5.2 of these standards) can be met while still maintaining a minimum pressure of 20 psi at all points in the distribution system.

High-density residential, commercial or industrial areas shall require special investigation to determine fire flow requirements and hydrant spacing per IFC. Existing and future static pressure and flow information used in the design shall be obtained from or approved by the Cedar City Water Department.

SECTION 7: AMENDMENT “3.5.4 VALVES AND HYDRANTS” of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.5.4 VALVES AND HYDRANTS

The water distribution system shall be looped as outlined in Section 3.5.7 and valves shall generally be spaced such that a break in any one length of main will put no more than 1000 feet of main nor more than three fire hydrants out of service (whichever is less) while maintaining adequate minimum service in the remainder of the water system during repairs. Valves in transmission mains shall be spaced at maximum intervals of one mile. All distribution mains connecting to transmission mains shall be valved at the connection. All fire hydrant runs shall also be valved.

Valves generally shall be located at street intersections where the water mains connect.

Valves 8-inches and smaller shall be Gate Valves and all valves larger than 8-inches shall be Butterfly Valves.

AFTER AMENDMENT

3.5.4 VALVES AND HYDRANTS

The water distribution system shall be looped as outlined in Section 3.5.7~~8~~ and valves shall generally be spaced such that a break in any one length of main will put no more than 1000 feet of main nor more than three fire hydrants out of service (whichever is less) while maintaining adequate minimum service in the remainder of the water system during repairs. Valves in transmission mains shall be spaced at maximum intervals of one mile. All distribution mains connecting to transmission mains shall be valved at the connection. All fire hydrant runs shall also be valved.

Valves generally shall be located at street intersections where the water mains connect.

Valves 8-inches and smaller shall be Gate Valves and all valves larger than 8-inches shall be Butterfly Valves.

SECTION 8: AMENDMENT "3.3 DRAINAGE SYSTEM DESIGN" of the Cedar City Engineering Standards is hereby *amended* as follows:

BEFORE AMENDMENT

3.3 DRAINAGE SYSTEM DESIGN

All subdivisions in Cedar City shall be designed to accommodate rainfall and underground spring runoff in systems separate and independent from the sanitary sewer system. Hydrology studies may be required as part of the design.

AFTER AMENDMENT

3.3 DRAINAGE SYSTEM DESIGN

All subdivisions and other developments in Cedar City shall be designed to accommodate rainfall and underground spring runoff in systems separate and independent from the sanitary sewer system. Hydrology studies and computer modeling may be required as part of the design. A stormwater drainage engineering study as described herein is required for the following land use proposals: Storm Drain Master Plan amendments, General Plan amendments (if proposal is increasing the density or changing the type of use), Development Agreements (if proposal is increasing the density), Residential Development Overlays, Subdivisions, PUD's, RV Parks, Mobile Home Parks, and building permits that require engineering review. A drainage engineering study is required with calculations for the proposed development and contiguous, upstream, and downstream areas that are tributary to the proposed drainage system. Storm drain modeling must be completed by the City's approved Storm Drain Modeling Consultant. The storm drain modeling must include the proposed development and all contiguous areas, upstream areas, and downstream areas that are tributary to the proposed storm drain system, or may, within a reasonable period in the future, be tributary to the proposed storm drain system. Results of the storm drain modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report must be provided which states whether the proposed development complies with these Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the drainage system in order to comply with these Engineering Standards.

SECTION 9: AMENDMENT "3.2 STREET DESIGN" of the Cedar City Engineering Standards is hereby amended as follows:

BEFORE AMENDMENT

3.2 STREET DESIGN

All streets within Cedar City shall be designed structurally to conform to Section 4.3, "Roadway Construction", of these standards. Streets shall conform to City standards for location, grades, centerline curve radii, right-of-way, pavement, curb, gutter and sidewalk dimensions, and volumes as shown in Table 3.1.

TABLE 3.1 STREET DESIGN STANDARDS

	DESIGN								
	N								

STREET TYPE (Location)	VOLUME /Level of Service (Vehicles per day in each direction)	DESIGN TRAFFIC INDEX	MAX. GRADE (4)	MIN. C.L. RADIUS	MIN. INTERSECTION RIGHT-OF-WAY RADIUS	RIGHT OF WAY Width (feet) (6)	PAVEMENT Width (feet)	SIDEWALK (1) (3) Width (feet)	CURB & GUTTER TYPE (2)
LOCAL	800/D	5.5	15	100	15	45	30	4	A
COLLECTOR	1600/C	5.5	12	200	15	55	40	4	A
MAJOR COLLECTOR (1/4 sec. line)	3200/C	6	12	300	20	66	51	4	A
ARTERIAL (Section line)	>3200/ B	6.5	10	500	30	75	58	5	A
MAJOR ARTERIAL (Township/Range lines)	-	7.5	10	600	35	100	81	6	A

Notes for Table 3.1:

(1) Streets shall not have a longitudinal grade of less than 0.40% unless adequate alternative street drainage is provided.

(2) Areas of high water flow may require larger curb and gutter capacity than shown.

(3) Sidewalk in areas of high pedestrian traffic shall require greater width as determined by the City Engineer.

(4) Road grades greater than 12% up to and including 15% shall be no longer than 100 feet. Grades greater than 10% up to and including 12% shall be no longer than 500 feet. Any road grade greater than 10% up to and including 15% shall have at least 200 feet of road length on each end with no grade greater than 10%.

(5) Required street widths to be determined by projected traffic volumes. Minimum street width will be 45-feet in residential areas and 55-feet in Commercial and Industrial areas.

(6) For right-of-way width for Road Section with Trails see Standard Drawing R4A.

AFTER AMENDMENT

3.2 STREET DESIGN

All streets within Cedar City shall be designed structurally to conform to Section 4.3, "Roadway Construction", of these standards. Streets shall conform to City standards for location, grades, centerline curve radii, right-of-way, pavement, curb, gutter and sidewalk dimensions, and volumes as shown in Table 3.1.

A traffic impact study and computer modeling will be required for the following land use proposals: Transportation Master Plan amendments; General Plan amendments (if proposal is increasing the density or changing the type of use); Development Agreements (if proposal is increasing the density); and Residential Development Overlays.

For proposed development projects that will generate 200 or more peak trips per hour, or will have a significant impact on the City's transportation system, a traffic impact study and computer modeling will be required per the Iron County RPO Access Management Standards ordinance dated 10/4/2011. This applies to the following land use proposals: Subdivisions, PUD's, RV Parks, Mobile Home Parks, and building permits that require engineering review.

Traffic impact studies and computer modeling must be completed by the City's approved Transportation Modeling Consultant. When required, the traffic modeling must include the proposed development within the overall City transportation network. When required, the traffic impact study, modeling results, and a summary report must be submitted to the City showing compliance with these Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the transportation system in order to comply with these Engineering Standards.

TABLE 3.1 STREET DESIGN STANDARDS

	DESIGN VOLUME /Level	DESIGN			MIN.	RIGHT	PAVE	SIDE	CURB

STREET TYPE (Location)	of Service (Vehicles per day in each direction)	N TRAF FIC INDE X	MAX. GRAD E (4)	MIN. C.L. RADIU S	INTERSE CTION RIGHT-OF-WAY RADIUS	OF WAY Width (feet) (6)	MEN T Width (feet)	WAL K (1) (3) Width (feet)	& GUTT ER TYPE (2)
LOCAL	800/D	5.5	15	100	15	45	30	4	A
COLLE CTOR	1600/C	5.5	12	200	15	55	40	4	A
MAJOR COLLE CTOR (1/4 sec. line)	3200/C	6	12	300	20	66	51	4	A
ARTERI AL (Section line)	>3200/ B	6.5	10	500	30	75	58	5	A
MAJOR ARTERI AL (Townshi p/Range lines)	-	7.5	10	600	35	100	81	6	A

Notes for Table 3.1:

- (1) Streets shall not have a longitudinal grade of less than 0.40% unless adequate alternative street drainage is provided.
- (2) Areas of high water flow may require larger curb and gutter capacity than shown.
- (3) Sidewalk in areas of high pedestrian traffic shall require greater width as determined by the City Engineer.
- (4) Road grades greater than 12% up to and including 15% shall be no longer than 100 feet. Grades greater than 10% up to and including 12% shall be no longer than 500 feet. Any road grade greater than 10% up to and including 15% shall have at least 200 feet of road length on each end with no grade greater than 10%.

(5) Required street widths to be determined by projected traffic volumes. Minimum street width will be 45-feet in residential areas and 55-feet in Commercial and Industrial areas.

(6) For right-of-way width for Road Section with Trails see Standard Drawing R4A.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Hartley	_____	_____	_____	_____
Isom	_____	_____	_____	_____
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Presiding Officer			Attest	
<u>Garth O. Green, MAYOR, Cedar City</u>			<u>RENON SAVAGE, RECORDER,</u> Cedar City	

CEDAR CITY
CITY COUNCIL AGENDA ITEM 18
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider a resolution adopting the City's Subdivision/PUD Application Submittal List and Definitions.**

Discussion: In conjunction with the modifications to the City's subdivision ordinance, it is proposed that a submittal list be established that will constitute a complete submittal for each type of application – minor lot subdivision, PUD, or subdivision.

The following items are included with this Information Sheet:

1. Resolution adopting requirements for completed land use application.
2. Application submittal lists with corresponding definitions.

Please consider whether to approve a resolution adopting the City's Subdivision/PUD application submittal lists and definitions.
Thank you for your consideration.

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION ADOPTING REQUIREMENTS FOR A COMPLETED LAND USE
APPLICATION AND RELATED CONDITIONS

WHEREAS, in the last session, the State Legislature passed bills requiring substantial changes to Cedar City's ordinances related to subdivisions and Planned Unit Developments (PUDs) with most of those changes becoming effective on February 1, 2024; and

WHEREAS, among those many requirements, the City is required to adopt standards for what constitutes complete land use applications; and

WHEREAS, complete land use applications and applicable statutory deadlines require applicants for subdivisions, including PUDs, to submit all necessary information and documentation prior to City staff reviewing the applications; and

WHEREAS, attached hereto and incorporated herein as exhibit A are the required terms, requirements, and definitions for completed land use applications; and

WHEREAS, the proposed amendments have been reviewed and received a positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the standards, requirements, and definitions contained in Exhibit A are hereby adopted. This resolution shall take effect on February 1, 2024.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this ____ day of November, 2023.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT A

Resolution No. _____

Requirements for a Completed Land Use Application and Related Conditions

Cedar City Engineering Department
Application Lists for a Complete Subdivision/PUD Submittal

Preliminary Subdivision Land Use Application - Simple Minor Lot Subdivision:

1. Completed application form through the City's electronic submittal system.
2. Application fees paid.
3. Preliminary Plat of simple minor lot subdivision.

Preliminary Subdivision Land Use Application – Planned Unit Development (PUD):

1. Completed application form through the City's electronic submittal system.
2. Application fees paid.
3. Record of Survey and Topographic Map for PUD Boundary (all phases)
4. Preliminary Plat of the PUD.
5. Full set of PUD Improvement Plans (construction drawings).
6. Prairie dog clearance letter.
7. FAA 7460-1 clearance letter (if project is located within an Airport Overlay Zone)
8. Geotechnical Investigation (soils report)
9. Drainage Control Plan and Report
10. UDOT Access Approval (if project fronts UDOT right-of-way)
11. UDOT Project Approval (if project is adjacent to UDOT right-of-way or drains to UDOT right-of-way)
12. Sanitary Sewer modeling results and recommendations.
13. Culinary Water modeling results and recommendations.
14. Storm Drain modeling results and recommendations.
15. Traffic Impact Study, traffic modeling reports and recommendations (if required).
16. Documentation for Off-site Road Dedication(s), prepared and recordable (if needed for the project).
17. Documentation for Off-site Easements, prepared and recordable (if needed).
18. Documentation to Vacate Easements, prepared and recordable (if needed).
19. FEMA Flood Zone designation.
20. Floodplain Development Permit (if needed).
21. Letter of Map Revision, or Conditional Letter of Map Revision, approved by FEMA (if required).
22. Bond Estimates – Public and Private.
23. City Reimbursement Cost Estimate (if master-planned improvements are being upsized or other improvements paid by City).
24. Signed approval letter from Irrigation Company (if irrigation company infrastructure is being modified or drainage is being discharged into irrigation company system).
25. Statement of compliance with City Master Plans – General Plan, Transportation, Culinary Water, Sewer, Storm Drain, Active Transportation, Trails, Parks).

26. Statement of compliance with Zoning ordinances.
27. Statement of compliance with approved RDO's, development agreements, reimbursement agreements and conditional use permits. (if needed)
28. Already approved variances/deferrals to zoning ordinances and/or engineering standards (if necessary)
29. Water Rights documentation – information regarding how the project intends to meet the City's Water Acquisition Ordinance, including Conservation Rate Agreements that are prepared and recordable and/or CC&R's.
30. Show compliance with 2 improved accesses (if existing 80 lots/units on a single access).
31. WUI code compliance (if located within the WUI overlay).

Preliminary Subdivision Land Use Application – Subdivision:

1. Completed application form through the City's electronic submittal system.
2. Application fees paid.
3. Record of Survey and Topographic Map for Subdivision Boundary (all phases)
4. Preliminary Plat of the Subdivision.
5. Full set of Subdivision Improvement Plans (construction drawings).
6. Prairie dog clearance letter.
7. FAA 7460-1 clearance letter (if project is located within an Airport Overlay Zone)
8. Geotechnical Investigation (soils report)
9. Drainage Control Plan and Report
10. UDOT Access Approval (if project fronts UDOT right-of-way)
11. UDOT Project Approval (if project is adjacent to UDOT right-of-way or drains to UDOT right-of-way)
12. Sanitary Sewer modeling results and recommendations.
13. Culinary Water modeling results and recommendations.
14. Storm Drain modeling results and recommendations.
15. Traffic Impact Study, traffic modeling reports and recommendations (if required).
16. Documentation for Off-site Road Dedication(s), prepared and recordable (if needed).
17. Documentation for Off-site Easements, prepared and recordable (if needed).
18. Documentation to Vacate Easements, prepared and recordable (if needed).
19. FEMA Flood Zone designation.
20. Floodplain Development Permit (if needed).
21. Letter of Map Revision, or Conditional Letter of Map Revision, approved by FEMA (if required).
22. Bond Estimates – Public and Private.
23. City Reimbursement Cost Estimate (if master-planned improvements are being upsized or other improvements paid by City).
24. Signed approval letter from Irrigation Company (if irrigation company infrastructure is being modified or drainage is being discharged into irrigation company system).

25. Statement of compliance with City Master Plans – General Plan, Transportation, Culinary Water, Sewer, Storm Drain, Active Transportation, Trails, Parks).
26. Statement of compliance with Zoning ordinances.
27. Statement of compliance with approved RDO's, development agreements, reimbursement agreements, conditional use permits. (if needed)
28. Already approved variances/deferrals to zoning ordinances and/or engineering standards (if necessary)
29. Water Rights documentation – information regarding how the project intends to meet the City's Water Acquisition Ordinance, including Conservation Rate Agreements that are prepare and recordable and/or CC&R's.
30. Show compliance with 2 improved accesses (if existing 80 lots/units on a single access).
31. WUI code compliance (if located within the WUI overlay).

Final Subdivision Land Use Application – Simple Minor Lot Subdivision:

1. Completed application form through the City's electronic submittal system.
2. Preliminary Approval Letter from City Staff.
3. Title Report showing current ownership (maximum 90 days current).
4. Final Plat/Record of Survey and Topographic Map for minor lot.
5. Deeds.

Final Subdivision Land Use Application – Planned Unit Development (PUD):

1. Completed application form through the City's electronic submittal system.
2. Preliminary Approval Letter from City Staff.
3. Copy of the filed Record of Survey.
4. Title Report showing current ownership (maximum 90 days current).
5. Final Plat of PUD for review.
6. On-site easements shown on Final Plat.
7. Copy of CC&R's.
8. Recorded off-site easements shown on Final Plat with Book and Page reference.

Final Subdivision Land Use Application – Subdivision:

1. Completed application form through the City's electronic submittal system.
2. Preliminary Approval Letter from City Staff.
3. Copy of the filed Record of Survey.
4. Title Report showing current ownership (maximum 90 days current).
5. Final Plat of Subdivision for review.
6. On-site easements shown on Final Plat.
7. CC&R's (if needed).

8. Recorded off-site easements shown on Final Plat with Book and Page reference.

1. Easement for Utility Lines - The easement for utility lines is shown on the Final Plat with a book and page reference of [Book and Page].

2. Easement for Access - The easement for access is shown on the Final Plat with a book and page reference of [Book and Page].

3. Easement for Driveway - The easement for driveway is shown on the Final Plat with a book and page reference of [Book and Page].

4. Easement for Sewer - The easement for sewer is shown on the Final Plat with a book and page reference of [Book and Page].

5. Easement for Water - The easement for water is shown on the Final Plat with a book and page reference of [Book and Page].

6. Easement for Electric - The easement for electric is shown on the Final Plat with a book and page reference of [Book and Page].

7. Easement for Gas - The easement for gas is shown on the Final Plat with a book and page reference of [Book and Page].

8. Easement for Telephone - The easement for telephone is shown on the Final Plat with a book and page reference of [Book and Page].

Cedar City Engineering Department

Definitions of Required Submittal Items for a Complete Subdivision/PUD Submittal

(These definitions also apply to other land use projects being submitted for engineering review.)

1. **Completed Application Form**: An application portal that is completely filled out with required documents uploaded, and then submitted through the City's electronic submittal system. The required application portal is provided by the Cedar City Engineering Department.
2. **Application Fees Paid**: Application fees must be paid according to the City's approved Consolidated Fee Schedule. A copy of the receipt showing payment of applicable fees must be submitted through the City's electronic submittal system; or payment can be made through the online portal, if available.
3. **Record of Survey and Topographic Map for PUD Boundary (all phases)**: A record of survey and topographic map of all phases of the proposed PUD boundary which is prepared according to recognized land surveying principles and practices on the Cedar City Survey Coordinate Control Network. The map must be stamped and signed by a licensed professional land surveyor in the State of Utah. The map shall be submitted through the City's electronic submittal system. A mylar version of the map must also be filed with the Iron County Recorder's Office.
4. **Record of Survey and Topographic Map for Subdivision Boundary (all phases)**: A record of survey and topographic map of all phases of the proposed subdivision boundary which is prepared according to recognized land surveying principles and practices on the Cedar City Survey Coordinate Control Network. The map must be stamped and signed by a licensed professional land surveyor in the State of Utah. The map shall be submitted through the City's electronic submittal system. A mylar version of the map must also be filed with the Iron County Recorder's Office.
5. **Preliminary Plat of Simple Minor Lot Subdivision**: A map of a proposed minor lot land division which has been prepared according to the following requirements. All survey control shown on the Preliminary Plat must be according to the Cedar City Survey Coordinate Control Network. The Preliminary Plat map must be submitted through the City's electronic submittal system.

The Preliminary Plat shall be at a scale of not smaller than 1 inch = 60 feet, and shall be submitted through the City's electronic submittal system. The Preliminary Plat for a Simple Minor Lot Subdivision shall show, at a minimum, the following items:

- A. A small map showing the location of the subdivision in relation to existing City roads and recognizable landmarks;
- B. The general layout and numbering of the lots and remaining parcel within the area to be subdivided and how the lots connect with existing adjoining streets and lots;

- C. The lot frontages (in lineal feet) and areas (in square feet) of the lots within the subdivision;
 - D. The location of existing and proposed main water lines, main sewer lines, and storm drain facilities within the land to be subdivided and the adjoined existing streets;
 - E. The locations of existing building(s) on the property being subdivided;
 - F. A title block containing the subdivision name, subdivider's name and the name, address, and phone number of the subdivider's engineer;
 - G. City zoning designation and boundaries within the subdivision;
 - H. FEMA flood zone designation and boundaries within the subdivision;
 - I. Soils area designation;
 - J. Survey monuments, and;
 - K. Names of the adjacent property owners.
 - L. Show compliance with all duly adopted master plans within 500 feet from the outside boundaries of the entire subdivision.
 - M. Irrigation company infrastructure within 300 feet of the subdivision.
6. **Preliminary Plat of PUD**: A map of a proposed PUD land division which has been prepared according to the following requirements. All survey control shown on the Preliminary Plat must be according to the Cedar City Survey Coordinate Control Network. The Preliminary Plat map must be submitted through the City's electronic submittal system.

The Preliminary Plat shall be at a scale of not smaller than 1 inch = 60 feet, and shall be submitted through the City's electronic submittal system. Each sheet of the plat shall contain the scale of the drawing, the sheet number, and an arrow indicating north. The Preliminary Plat for a PUD shall show, at a minimum, the following items:

- A. The preliminary plat must include all phases of the PUD.
- B. The proposed name of the development;
- C. Where the submitted plan covers only a part of the development's tract, or is part of a larger vacant area, the plan shall show the location of the development as it forms part of a larger tract. In such case, a sketch of the prospective street system of the remaining area shall be submitted;
- D. A vicinity map containing sufficient information to accurately locate the property shown on the preliminary plat;
- E. The names and addresses of the owner(s), the developer, the engineer and surveyor of the development;
- F. The boundary lines of the tract to be developed;
- G. City zoning designation and boundaries within the PUD;
- H. FEMA flood zone designation and boundaries within the PUD;
- I. The unit or lot dimensions and square footage of each unit or lot;
- J. Existing curbs, gutters, sidewalks, sanitary sewers and manholes, storm drains and manholes, water supply main valves, culverts, and fire hydrants within the tract or

within 200 feet of the proposed PUD (the dimensions of all such improvements shall also be indicated);

- K. The location, width and other dimensions of proposed curbs, gutters, sidewalks, streets, easements, parks, and other open spaces, and designation of any land to be dedicated to the City;
- L. The location of all existing or recorded streets, alleys and easements, water courses, ditches, public utilities and other important features, and existing structures within the development or within 200 feet thereof, and the location and distance to the nearest existing bench mark or monument and section line;
- M. Boundary lines of adjacent tracts of land, showing ownership and property monuments;
- N. A tabulation of each proposed use by acreage and its percentage of the total acreage;
- O. Parks, playgrounds, common areas and facilities, and other appurtenances within the PUD;
- P. Location of all dwellings and other structures within the development, the common areas, and other areas of private ownership;
- Q. Parking Calculation per the underlying zone;
- R. Master Planned Improvements;
- S. Airport Overlay Zone designation;
- T. Soils Area designation;
- U. Phasing Plan;
- V. Determination if the project area is within the Wildlife Urban Interface Zone;
- W. Fencing Plan;
- X. Identification of all variations to the development standards of the underlying zone, including, but not limited to the following items.
 - (1) Road widths and street setbacks, according to City Standards; **Per Section 32-8(D)(11), road widths cannot be varied below the minimum required widths;**
 - (2) Location of buildings and structure or front, side, and rear yard setback requirements. **Per Section 32-8(D)(3), the setback requirements cannot be varied;**
 - (3) Lot area requirement (lot size and width). **Per Section 32-8(D)(2), the lot area cannot be varied. A variance for lot width requires City Council approval prior to submittal;**
 - (4) Building sizes (minimum and/or maximum ground floor and multi-level). **This variance requires City Council approval prior to submittal;**
 - (5) Building heights (maximum). **This variance requires City Council approval prior to submittal;** and
 - (6) Supplementary regulations or special provisions.
- Y. A title block containing:
 - (1) The name of the PUD;
 - (2) The location of the PUD;

- (3) The date;
- (4) The scale;
- (5) The name of the engineer/surveyor;
- (6) Sheet number;
- Z. A north arrow;
- AA. The PUD boundary with lengths and bearings;
- BB. Section tie including:
 - (1) Monuments;
 - (2) Line bearing/lengths;
 - (3) Basis of bearings;
- CC. Adjacent owner names;
- DD. Names and widths of existing streets within 200 feet of the PUD;
- EE. Existing culverts, channels, and basins;
- FF. Existing contours at 2-foot intervals;
- GG. Existing waterlines, valves, hydrants, and sizes within 200 feet;
- HH. Existing sewer lines, sizes, flow direction, and manholes within 200 feet;
- II. Existing buildings within the PUD;
- JJ. Existing easements within the PUD;
- KK. Proposed streets including:
 - (1) Name and/or number (no duplicates with streets within Iron County);
 - (2) Lengths and bearings;
 - (3) Widths;
 - (4) Intersection fillets;
- LL. Proposed water mains, locations, sizes, valving, and fire hydrants;
- MM. Proposed sewer lines, location, sizes, manholes;
- NN. Proposed drainage system, line location, line sizes, manholes, curb inlets/outlets, channels and basins;
- OO. Property easements for gas, water, sewer, phone, fiber, avigation, off-site utilities, and trails;
- PP. Lot and unit information including border lines (lengths and bearings), lot or unit numbers, area in square footage.
- QQ. Show compliance with all duly adopted master plans within 500 feet from the outside boundaries of the entire subdivision.
- RR. Irrigation company infrastructure within 300 feet of the subdivision.

7. **Preliminary Plat of Subdivision**: A map of a proposed subdivision land division which has been prepared according to the following requirements. All survey control shown on the Preliminary Plat must be according to the Cedar City Survey Coordinate Control Network. The Preliminary Plat map must be submitted through the City's electronic submittal system.

The Preliminary Plat shall be at a scale of not smaller than 1 inch = 60 feet, and shall be submitted through the City's electronic submittal system. Each sheet of the plat shall

contain the scale of the drawing, the sheet number, and an arrow indicating north. The Preliminary Plat for a Subdivision shall show, at a minimum, the following items:

- A. The preliminary plat must include all phases of the subdivision.
- B. A small map showing the location of the subdivision in relation to existing City roads and recognizable landmarks;
- C. The general layout of streets and lots within the area to be subdivided and how the streets and lots connect with existing or proposed streets and lots within all phases of the subdivision;
- D. The lot frontages (in lineal feet) and areas (in square feet) of the lots within the subdivision;
- E. The relationship of existing and master planned streets within 500 feet from the outside boundaries of the entire subdivision;
- F. The location of existing and proposed main water lines, main sewer lines, and storm drain facilities within the land to be subdivided;
- G. The relationship of the main water lines, main sewer lines, and storm drain facilities to those existing or proposed main water lines, main sewer lines, and storm drain facilities within all phases of the subdivision;
- H. The location of existing or proposed master planned main water lines, main sewer lines, and storm drain facilities within 500 feet from the outside boundaries of the entire subdivision;
- I. The location of any existing, proposed, and master planned parks, open space, and trails within the land to be subdivided;
- J. Elevation contours at 2-foot intervals.
- K. A title block containing the subdivision name, subdivider's name and the name, address, and phone number of the subdivider's engineer;
- L. City zoning designation and boundaries within the subdivision;
- M. FEMA flood zone designation and boundaries within the subdivision and flood elevations;
- N. Soils area designation;
- O. Survey monuments;
- P. List of names of the adjacent property owners on their property.
- Q. A title block containing:
 - (1) The name of the subdivision;
 - (2) The location of the subdivision;
 - (3) The date;
 - (4) The scale;
 - (5) The name of the engineer and/or surveyor;
 - (6) Sheet number;
- R. A north arrow;
- S. The subdivision boundary with lengths and bearings;
- T. Section tie including:
 - (1) Monuments;
 - (2) Line bearing/lengths;
 - (3) Basis of bearings;
- U. Adjacent owner names;

- V. Names and widths of existing streets within 200 feet of the subdivision;
- W. Existing culverts, channels, and basins;
- X. Existing contours at 2-foot intervals;
- Y. Existing waterlines, valves, hydrants, and sizes within 200 feet;
- Z. Existing sewer lines, sizes, flow direction, and manholes within 200 feet;
- AA. Existing buildings within the subdivision;
- BB. Existing easements within the subdivision;
- CC. Proposed streets inside and outside the subdivision including:
 - (1) Name and/or number (no duplicates with streets within Iron County or Enoch City);
 - (2) Lengths and bearings;
 - (3) Widths;
 - (4) Intersection fillets;
- DD. Proposed water mains, locations, sizes, valving, and fire hydrants inside and outside the subdivision;
- EE. Proposed sewer lines, location, sizes, manholes inside and outside the subdivision;
- FF. Proposed drainage system, line location, line sizes, manholes, curb inlets/outlets, channels and basins within or adjacent to the subdivision;
- GG. Property easements for gas, water, sewer, phone, fiber, avigation, off-site utilities, and trails inside and outside the subdivision;
- HH. Lot information including border lines (lengths and bearings), lot numbers, lot areas in square footage and lot frontage lengths;
- II. Show compliance with all duly adopted master plans within 500 feet from the outside boundaries of the entire subdivision;
- JJ. Irrigation company infrastructure within 300 feet of the subdivision.

8. **Full Set of PUD Improvement Plans (construction drawings)**: The civil engineering construction drawings associated with all required private infrastructure, public infrastructure, and City controlled utilities required for a PUD. The construction drawings shall be prepared in accordance with Section 2.3 of the City Engineering Standards, City Ordinance Section 32-9(D), City Engineering Standards, City Ordinances, and the PUD checklist. All survey control shown on the construction drawings must be according to the Cedar City Survey Coordinate Control Network. The PUD construction drawings must be stamped and signed by a licensed professional engineer in the State of Utah. The PUD construction drawings must be submitted through the City's electronic submittal system.

9. **Full Set of Subdivision Improvement Plans (construction drawings)**: The civil engineering construction drawings associated with required private infrastructure, public infrastructure, and City controlled utilities required for a subdivision. The construction drawings shall be prepared in accordance with Section 2.3 of the City Engineering Standards, City Ordinance Section 32-9(D), City Engineering Standards, City Ordinances, and the subdivision checklist. All survey control shown on the construction drawings must be according to the Cedar City Survey Coordinate Control Network. The subdivision construction drawings must be stamped and signed by a licensed professional

engineer in the State of Utah. The subdivision construction drawings must be submitted through the City's electronic submittal system.

10. **Prairie Dog Clearance Letter**: An approval letter regarding the presence of prairie dogs issued by the Utah Division of Wildlife Resources or Iron County. A copy of the approved prairie dog clearance letter must be submitted through the City's electronic submittal system.
11. **FAA 7460-1 Clearance Letter**: The developer must submit for 7460-1 to the Federal Aviation Administration (FAA) if the proposed project is located within one of the City's airport overlay zones. A letter regarding construction within airspace in one of the City's Airport Overlay Zones will be issued by the Federal Aviation Administration (FAA). This letter from the FAA is required to be submitted if the proposed project is located within one of the City's airport overlay zones. If necessary, the FAA clearance letter must be submitted through the City's electronic submittal system.
12. **Geotechnical Investigation (Soils Report)**: A geotechnical study regarding the suitability of the soils for the proposed development. The geotechnical investigation shall be prepared in accordance with City Ordinance Section 32-9(A) and City Engineering Standards. The geotechnical investigation must include recommendations for subgrade preparation associated with City improvements and private improvements, including: curb & gutter, sidewalk, trails, and asphalt pavement. The report must also include required asphalt pavement section thicknesses for City streets and private streets located within the development. All recommendations shall be prepared in accordance with City Engineering Standards. The report must be stamped and signed by a licensed professional engineer in the State of Utah. The geotechnical investigation must be submitted through the City's electronic submittal system.
13. **Drainage Control Plan and Report**: A written report, with corresponding maps and exhibits, which provides information regarding the proposed drainage system for the development. The Drainage Control Plan and Report shall be prepared in accordance with Section 3.3 of the City Engineering Standards and City Ordinance Chapter 38. The specific items that need to be included in the report are listed in Section 3.3.2 of the City Engineering Standards. The report must be stamped and signed by a licensed professional engineer in the State of Utah. The Drainage Control Plan and Report must be submitted through the City's electronic submittal system.
14. **UDOT Access Approval**: If the proposed development requires access from a street controlled by the Utah Department of Transportation (UDOT), then access approval must be obtained from UDOT prior to submittal. If necessary, an access approval letter from UDOT must be submitted through the City's electronic submittal system.

15. **UDOT Project Approval**: If the proposed development is adjacent to a street controlled by UDOT, or if drainage from the development drains to UDOT right-of-way, then approval must be obtained from UDOT prior to submittal. If necessary, a project approval letter from UDOT must be submitted through the City's electronic submittal system.

16. **Sanitary Sewer Modeling Results and Recommendations**: Computer modeling and recommendations regarding the impact of the proposed development on the City's sanitary sewer system shall be completed. The computer modeling must be performed by the City's approved sewer modeling consultant using the Cedar City Survey Coordinate Control Network. All proposed sewer infrastructure (designed per Section 3.4 of the City Engineering Standards) associated with the proposed development must be input into the sewer model. Results of the computer modeling shall be prepared in a written report, including the following information:

- Provide sewer modeling results for the proposed development.
- Confirmation that downstream pipe flow from the development is within the capacity of the sewer system according to the City's Engineering Standards and State regulations. If downstream pipe flow from the development exceeds the system capacity, then that must be stated in the report.
- If downstream sewer capacity is exceeded with the new development, then provide information regarding any sewer improvements that are needed to the City's sewer system in order to accommodate the proposed development.
- If needed, specific recommendations for upgrades to the City's sewer system must be provided as part of the report.
- The sanitary sewer modeling report must be stamped and signed by a licensed professional engineer in the State of Utah.
- The written report and modeling results must be submitted through the City's electronic submittal system.
- Provide the updated input file of the sewer model to the City Engineering Department.

17. **Culinary Water Modeling Results and Recommendations**: Computer modeling and recommendations regarding the impact of the proposed development on the City's culinary water system shall be completed. The computer modeling must be performed by the City's approved water modeling consultant using the Cedar City Survey Coordinate Control Network. All proposed water infrastructure (designed per Section 3.5 of the City Engineering Standards) associated with the proposed development must be input into the water model. Results of the computer modeling shall be prepared in a written report, including the following information:

- Provide water modeling results for the proposed development.
- Confirmation that the pipe network, including the proposed development, meets the pressure requirements for peak flow and fire flow according to the City's Engineering Standards and State regulations. If minimum pressures cannot be met, then that must be stated in the report.

- If minimum water pressures cannot be sustained due to the new development, then provide information regarding any water improvements that are needed to the City's water system in order to accommodate the proposed development.
- If needed, specific recommendations for upgrades to the City's water system must be provided as part of the report.
- The culinary water modeling report must be stamped and signed by a licensed professional engineer in the State of Utah.
- The written report and modeling results must be submitted through the City's electronic submittal system.
- Provide the updated input file of the water model to the City Engineering Department.

18. **Storm Drain Modeling Results and Recommendations:** Computer modeling and recommendations regarding the impact of the proposed development on the City's drainage system shall be completed. The computer modeling must be performed by the City's approved storm drain modeling consultant using the Cedar City Survey Coordinate Control Network. All proposed drainage infrastructure (designed per Section 3.3 of the City Engineering Standards) associated with the proposed development must be input into the storm drain model. Results of the computer modeling shall be prepared in a written report, including the following information:

- Provide storm drain modeling results for the proposed development.
- Confirmation that downstream pipe flow from the development is within the capacity of the storm drain system according to the City's Engineering Standards and State regulations. If downstream pipe flow from the development exceeds the system capacity, then that must be stated in the report.
- If downstream storm drain capacity is exceeded with the new development, then provide information regarding any sewer improvements that are needed to the City's storm drain system in order to accommodate the proposed development.
- If needed, specific recommendations for upgrades to the City's storm drain system must be provided as part of the report.
- The storm drain modeling report must be stamped and signed by a licensed professional engineer in the State of Utah.
- The written report and modeling results must be submitted through the City's electronic submittal system.
- Provide the updated input file of the storm drain model to the City Engineering Department.

19. **Traffic Impact Study, Traffic Modeling Reports and Recommendations:** When required, computer modeling and recommendations regarding the impact of the proposed development on the City's transportation network shall be completed. The computer modeling must be performed by the City's approved transportation modeling consultant using the Cedar City Survey Coordinate Control Network. All proposed transportation infrastructure (designed per Section 3.2 of the City Engineering Standards) associated

with the proposed development must be input into the traffic model. Results of the computer modeling shall be prepared in a written report, including the following information:

- Provide traffic modeling results for the proposed development.
- Confirmation that that transportation network functions according to the City's Engineering Standards. If the additional traffic volumes exceed the system capacity, then that must be stated in the report.
- If transportation network capacity is exceeded with the new development, then provide information regarding any transportation improvements that are needed to the City's road network in order to accommodate the proposed development.
- If needed, specific recommendations for upgrades to the City's transportation network must be provided as part of the report.
- The traffic modeling report must be stamped and signed by a licensed professional engineer in the State of Utah.
- The written report and modeling results must be submitted through the City's electronic submittal system, if required.

20. **Documentation for Off-site Road Dedication(s)**: Off-site road dedications that are needed for the project must be prepared and recordable prior to submittal. Road dedications must go through the City's approval process in accordance with City Ordinance Section 26-VIII-8. If necessary, a copy of the recordable road dedication plat must be submitted through the City's electronic submittal system.

21. **Documentation for Off-site Easements**: Off-site easements that are needed for the project must be prepared and recordable prior to submittal. Off-site easements located on City property must go through the City's approval process. If necessary, a copy of the recordable easements must be submitted through the City's electronic submittal system.

22. **Documentation to Vacate Easements**: Easements in favor of Cedar City that need to be vacated must go through the City's approval process. If necessary, a copy of the recordable easement vacations must be submitted through the City's electronic submittal system.

23. **FEMA Flood Zone Designation**: The flood zone designation established by the Federal Emergency Management Agency (FEMA) shall be determined. The FEMA flood zone designation shall be entered into the City's electronic submittal system.

24. **Floodplain Development Permit**: If the project is located within a 100-year flood zone or floodway designation, then a Floodplain Development Permit must be completed, signed, and submitted. The Floodplain Development Permit application will be provided by the City Engineering Department. If necessary, the completed floodplain development permit application must be submitted through the City's electronic submittal system.

25. **Letter of Map Revision, or Conditional Letter of Map Revision, Approved by FEMA:** A Letter of Map Revision (LOMR) will typically be required for proposed developments located in a 100-year flood zone greater than 50 lots or 5 acres, whichever is less. A Conditional Letter of Map Revision (CLOMR) must first be approved by FEMA showing the proposed drainage improvements that will take the area out of the 100-year flood zone. At initial submittal, if necessary, approved LOMR or CLOMR information must be submitted through the City's electronic submittal system.
26. **Bond Estimates – Public and Private:** Construction bond estimates for the proposed subdivision or PUD improvements as shown on the construction drawings must be submitted in spreadsheet format. A separate bond estimate is required for both the public improvements and the private improvements. The public improvements are defined as the City-owned and maintained improvements, as well as any improvements proposed to be made to irrigation company infrastructure. The private improvements are defined as the privately-owned and maintained improvements that are allowed to be bonded per State code. The bond estimates shall include a 3% markup for construction management and a 0.5% markup for material testing. The bond estimates must include a description of each item, a unit cost for each item, and total costs. Bond estimates must be stamped and signed by a licensed Professional Engineer. The bond estimates must be submitted through the City's electronic submittal system.
27. **City Reimbursement Cost Estimate:** If master-planned improvements are being upsized, or other betterment improvements are being paid by the City, then a City reimbursement cost estimate must be provided with the submittal. The City reimbursement cost estimate must be provided in spreadsheet format, including a description of each item, a unit cost for each item, and total costs. The cost estimate must be stamped and signed by a licensed professional engineer. If necessary, the City reimbursement cost estimate must be submitted through the City's electronic submittal system.
28. **Signed Approval Letter from Irrigation Company:** If irrigation company infrastructure is being modified, or drainage is being discharged into an irrigation company system, then a signed approval letter must be obtained from an authorized representative of the appropriate irrigation company. Any modifications to irrigation company infrastructure must be shown on the subdivision improvement plans and included in the Public bond estimate. The standard approval letter will be provided by the City Engineering Department, but it is the developer's responsibility to obtain the appropriate signatures from the irrigation company. If necessary, the signed irrigation company approval letter must be submitted through the City's electronic submittal system.
29. **Statement of compliance with City Master Plans:** The following statement shall be signed by the developer and/or the developer's engineer: "I affirm that (name of proposed development) complies with the following City Master Plans which are applicable to this

development. The following master plans impact this development: _____.” If there are no master planned elements impacted by the development, then the applicant can state “None.” The proposed development must comply with the City’s General Plan, Transportation Master Plan, Culinary Water Master Plan, Sanitary Sewer Master Plan, Storm Drain Master Plan, Active Transportation Master Plan, Trails Master Plan, and Parks Master Plan. Any changes that are requested to the City’s master plans must be approved by the City Council prior to submittal. The signed affirmation statement must be submitted through the City’s electronic submittal system.

30. **Statement of compliance with Zoning ordinances:** The following statement shall be signed by the developer and/or the developer’s engineer: “I affirm that (name of proposed development) complies with all City Zoning ordinances which are applicable to this development.” The proposed development must comply with all applicable City zoning ordinances. Any variances that are requested to the zoning ordinances must be approved by the Board of Adjustments prior to submittal. The signed affirmation statement must be submitted through the City’s electronic submittal system.
31. **Statement of compliance with approved RDO’s, development agreements, reimbursement agreements, and conditional use permits.** The following statement shall be signed by the developer and/or the developer’s engineer: “I affirm that (name of proposed development) complies with the following RDO’s, development agreements, reimbursement agreements, and/or conditional use permits which are applicable to this development. The following land use agreements impact this development: _____” If there are no existing land use agreement that impact the development, then the applicant can state “None.” The proposed development must comply with all existing land use agreements. The signed affirmation statement must be submitted through the City’s electronic submittal system.
32. **Already approved variances/deferrals to zoning ordinances and/or engineering standards.** Variance and deferrals to zoning ordinances must be approved prior to submittal. Variances to City engineering standards must be approved prior to submittal. Information regarding variances that have already been approved must be submitted through the City’s electronic submittal system.
33. **Water Rights documentation.** Information must be provided regarding how the project intends to meet the City’s Water Acquisition Ordinance, including Conservation Rate Agreements that are prepared and recordable and/or CC&R’s. Each project must show compliance with City Ordinance Section 37-32. Water rights documentation must be submitted through the City’s electronic submittal system.
34. **Compliance with 2 improved accesses.** Residential and commercial developments are required to provide at least two improved (paved) accesses to the development when the combination of dwelling units and commercial lots exceeds 80. The accesses shall be

proper widths to accommodate the calculated traffic volumes when the area is fully developed. The subdivider must show compliance with City Engineering Standard 3.2.4(II). Statement of compliance with 2 improved accesses, if needed, must be submitted through the City's electronic submittal system.

35. **WUI Code Compliance.** All developments must show compliance with the Wildland Urban Interface (WUI) code when located within the WUI zone. The maximum street grade within a WUI zone is 10%. Statement of compliance with WUI code, if needed, must be submitted through the City's electronic submittal system.
36. **Preliminary Approval Letter from City Staff.** Upon approval of the Preliminary Plat for a minor lot subdivision, City staff will prepare an approval letter. Upon approval of the Preliminary Plat and construction drawings for a subdivision or PUD, City staff will prepare an approval letter. A copy of the Preliminary Approval Letter must be submitted through the City's electronic submittal system.
37. **Title Report showing current ownership (maximum 90 days current).** A current Title Report must be submitted showing current ownership of the property. A copy of the title report must be submitted through the City's electronic submittal system. The title report must be provided to the City and submitted through the City's electronic submittal system. The title report will be reviewed to verify ownership, taxes, including green belt roll back taxes, and special improvement district assessments are current, and to examine the liens that are on the property. All ownership in the title report must match the ownership on the plat. All taxes, including green belt roll back taxes, and special improvement district assessments must be current.
38. **Final Plat/Record of Survey and Topographic Map for Simple Minor Lot Subdivision.** The Final Plat/Record of Survey for the Simple Minor Lot Subdivision shall be submitted for review. All survey control shown on the Final Plat/Record of Survey must be according to the Cedar City Survey Coordinate Control Network. The Final Plat/Record of Survey map must be submitted through the City's electronic submittal system. The Final Plat/Record of Survey for a Simple Minor Lot Subdivision shall contain the following information:
 - A. Verify that the boundary description from Title Report matches the Boundary Description on the Final Plat/Record of Survey.
 - B. Verify that all easements and other possible conflicts that are listed in the Title Report are resolved. If easements are listed in the Title Report, then they must be shown on the Final Plat/Record of Survey, or provide a separate exhibit to explain why the easement does not interfere with the development.
 - C. If applicable, subdivision boundaries must agree with existing or proposed division lines as depicted on filed or approved Record of Survey Map(s).
 - D. Verify that the Record of Survey has been field staked.

- E. Verify that each phase of the subdivision has 80 units or less. If not, is there a secondary access?
- F. The location of the subdivision in relation to existing City streets and recognizable landmarks;
- G. The layout of streets and lots within the area to be subdivided and how those streets and lots connect with existing streets within the subdivision including;
 - a. Centerline bearings;
 - b. Curve data;
 - c. Widths;
 - d. Street names and/or street numbers;
 - e. Section corner tie;
 - f. Right-of-way markers on state roads;
 - g. Centerline monuments;
 - h. Set and/or found corners, and;
 - i. Other such information that may be necessary to fully and fairly describe the road;
- H. Parcel information for both new and remaining parcels including, but not limited to the following;
 - a. Distances;
 - b. Bearings;
 - c. Legal description;
 - d. Closure of the parcels;
 - e. The square footage of each parcel;
 - f. The frontage length of each lot along a dedicated City street;
 - g. Parcel numbers;
 - h. Other similar information related to the subdivision of the parcel, and;
 - i. Parcel addresses.
- I. Detailed information including distances, monument tie, parcel line tie, bearings, and boundaries for the airport overlay zone;
- J. The relationship of existing and planned streets within 200 feet from the outside boundaries of the entire subdivision;
- K. The locations and sizes of the main water lines, main sewer lines, and storm drain facilities within the subdivision and within 200 feet of the boundary of the subdivision;
- L. The location of any proposed and existing parks, open space, and trails within the land to be subdivided;
- M. A title block containing the subdivision name, subdivision location, date, scale, the identity and contact information for the engineer/surveyor, sheet numbering, subdivider's name and the name, address, and phone number of the subdivider's engineer;
- N. Surveyor's stamp and certification;
- O. Legal descriptions of the boundary and each parcel;
- P. Survey narrative;

- Q. Basis of bearings, monuments, and elevations;
- R. City zoning designation and boundaries within the subdivision;
- S. FEMA flood zone designation and boundaries within the subdivision;
- T. Soils area designation;
- U. Survey monuments;
- V. If required, a certificate showing the acknowledgment and approval of the Electric Company, Gas Company, Telephone Company, Cable Company, and other private providers of public utilities;
- W. City Engineer's approval certificate;
- X. City Attorney's approval certificate;
- Y. Show the building(s) existing on the property, and describe how these buildings(s) meet the following;
 - a. Structural independence;
 - b. Separate water service;
 - c. Separate sewer service;
 - d. Required setbacks;
 - e. Required parking;
 - f. Fencing;
 - g. Landscape, curb, gutter, and sidewalk; and
 - h. Any other requirement that may apply to the subdivision.
- Z. List the names of adjacent property owners.
- AA. Title block including the subdivision name, subdivision location, date, scale, the identity and contact information for the engineer/surveyor and sheet numbering;
- BB. A north arrow;
- CC. Legend;
- DD. Boundary description Point of Beginning (POB);
- EE. Boundary legal description matching the Preliminary Plat that closes, and the total subdivision area expressed in terms of acres;
- FF. Boundary closure (0.01' or less);
- GG. Area accuracy (1/1000 of area);
- HH. Section ties including monuments, line bearing/length, and basis of bearing;
- II. Existing and platted streets including street names, street widths, centerline data, and centerline monuments;
- JJ. Existing and proposed occupation (fence) lines;
- KK. Existing easements, Deeded and Prescriptive;
- LL. Proposed street information including names and/or numbers, length/bearings, width, curve numbers and data table
- MM. Proposed easement information including location of all utility easements (utility easements include, but are not limited to, gas, power, water, sewer, phone, cable, fiber) location of mail boxes, size of easements (7.50 foot along boundary and 10.00 foot along streets in residential and 20.00 foot along streets in commercial/industrial), and all off-site easements;

- NN. Lot information including border lines, lengths/bearings, numbers, areas expressed in both acres and square feet. (Multiple phases within the subdivision should be identified as Phase 1, then Phase 2, and so forth);
- OO. Lot addresses;
- PP. A vicinity map;
- QQ. The airport overlay zone;
- RR. Airport aviation easements in any approach zone including the boundary of the easement, the bearings/distance of the easement, monument ties, and lot line ties;
- SS. If applicable, twin home lot division line and note;
- TT. FEMA flood zones including zone designations, zone boundaries and flood elevations in NAVD 1929 datum;
- UU. A soils notice stating words to the effect that a soils report has been required for the subdivision and that a copy of the report is available for review and inspection at the offices of the City Engineer;
- VV. Wildland Urban Interface Zone note per the Cedar City Fire Department recommendation;
- WW. Insufficient sewer depth note, if needed;
- XX. Other such information that is reasonable in the City Engineer's opinion based on adopted City ordinances, engineering standards and City master plans and the unique aspects of the subdivision.
- YY. Consent of Mortgagee(s), Trustee(s), and any other person who holds interest in the property consenting to all dedications.

39. **Final Plat of Subdivision.** The Final Plat shall be submitted for review. All survey control shown on the Final Plat/Record of Survey must be according to the Cedar City Survey Coordinate Control Network. The Final Plat map must be submitted through the City's electronic submittal system. The Final Plat for a Subdivision shall contain the following information:

- A. Verify that the boundary description from Title Report matches the Boundary Description on the Final Plat.
- B. All owners listed in the Title Report are listed on the Subdivision Plat.
- C. Proper acknowledgements need to be listed on the Subdivision Plat (individual, LLC, Corporation, Trust, signature blocks, etc.)
- D. Verify that all easements and other possible conflicts that are listed in the Title Report are resolved. If easements are listed in the Title Report then they must be shown on the Final Plat, or provide a separate exhibit to explain why the easement does not interfere with the development.
- E. Subdivision boundaries must agree with existing or proposed division lines as depicted on filed or approved Record of Survey Map(s). ROS Index No. _____ filed at the Iron County Surveyor's Office.
- F. Verify that the Record of Survey has been field staked.

- G. Verify that each phase of the subdivision has 80 units or less. If not, is there a secondary access?
- H. The location of the subdivision in relation to existing City streets and recognizable landmarks;
- I. The layout of streets and lots within the area to be subdivided and how those streets and lots connect with existing streets within the subdivision including;
 - a. Centerline bearings;
 - b. Curve data;
 - c. Widths;
 - d. Street names and/or street numbers;
 - e. Section corner tie;
 - f. Right-of-way markers on state roads;
 - g. Centerline monuments;
 - h. Set and/or found corners, and;
 - i. Other such information that may be necessary to fully and fairly describe the road;
- J. Parcel information for both new and remaining parcels including, but not limited to the following;
 - a. Distances;
 - b. Bearings;
 - c. Legal description;
 - d. Closure of the parcels;
 - e. The square footage of each parcel;
 - f. The frontage length of each lot along a dedicated City street;
 - g. Parcel numbers;
 - h. Other similar information related to the subdivision of the parcel, and;
 - i. Parcel addresses.
- K. Detailed information including distances, monument tie, parcel line tie, bearings, and boundaries for the airport overlay zone;
- L. The relationship of existing and planned streets within 200 feet from the outside boundaries of the entire subdivision;
- M. The location of any proposed and existing parks, open space, and trails within the land to be subdivided;
- N. A title block containing the subdivision name, subdivision location, date, scale, the identity and contact information for the engineer/surveyor, sheet numbering, subdivider's name and the name, address, and phone number of the subdivider's engineer;
- O. Surveyor's stamp and certification;
- P. Legal descriptions of the boundary and each parcel;
- Q. Survey narrative;
- R. Basis of bearings, monuments, and elevations;
- S. City zoning designation and boundaries within the subdivision;
- T. FEMA flood zone designation and boundaries within the subdivision;
- U. Soils area designation;

- V. Survey monuments;
- W. A certificate showing the acknowledgment and approval of the Electric Company, Gas Company, Telephone Company, Cable Company, and other private providers of public utilities;
- X. City Engineer's approval certificate;
- Y. City Attorney's approval certificate;
- Z. List the names of adjacent property owners.
 - AA. The name of the development;
 - BB. A north arrow;
 - CC. Legend;
 - DD. Boundary description Point of Beginning (POB);
 - EE. Boundary legal description matching the Preliminary Plat that closes, and the total subdivision area expressed in terms of acres;
 - FF. Boundary closure (0.01' or less);
 - GG. Area accuracy (1/1000 of area);
 - HH. Section ties including monuments, line bearing/length, and basis of bearing;
 - II. Existing and platted streets including street names, street widths, centerline data, and centerline monuments;
 - JJ. Existing and proposed occupation (fence) lines;
 - KK. Existing easements, Deeded and Prescriptive;
 - LL. Proposed street information including names and/or numbers, length/bearings, width, curve numbers and data table;
 - MM. Proposed easement information including location of all utility easements (utility easements include, but are not limited to, gas, power, water, sewer, phone, cable, fiber) location of mail boxes, size of easements, and all off-site easements;
 - NN. Lot information including border lines, lengths/bearings, numbers, areas expressed in both acres and square feet. (Multiple phases within the subdivision should be identified as Phase 1, then Phase 2, and so forth);
 - OO. Lot addresses;
 - PP. A vicinity map;
 - QQ. The airport overlay zone;
 - RR. Airport aviation easements in any approach zone including the boundary of the easement, the bearings/distance of the easement, monument ties, and lot line ties;
 - SS. If applicable, twin home lot division line and note;
 - TT. FEMA flood zones including zone designations, zone boundaries and flood elevations in NAVD 1929 datum;
 - UU. A soils notice stating words to the effect that a soils report has been required for the subdivision and that a copy of the report is available for review and inspection at the offices of the City Engineer;
 - VV. Wildland Urban Interface Zone note per the Cedar City Fire Department recommendation;
 - WW. Insufficient sewer depth note, if needed;

- XX. Other such information that is reasonable in the City Engineer's opinion based on adopted City ordinances, engineering standards and City master plans and the unique aspects of the subdivision;
- YY. Approval certificates for the following:
 - a. All utility companies (utility companies include, but are not limited to, gas, electric, telephone, cable television, post office, and fiber);
 - b. Surveyor;
 - c. Notarized owner's signature and dedication;
 - d. Notary acknowledgement without stamp (Utah Code 46-1-16 (6))
 - e. Owner's Dedication must "DEDICATE AND CONVEY" all public streets, easements, and other lands being transferred to the City and warrant the same;
 - f. Consent of Mortgagee(s), Trustee(s), and any other person who holds interest in the property consenting to all dedications;
 - g. City Engineer;
 - h. City Attorney;
 - i. Mayor;
 - j. City Recorder; and
 - k. County Recorder.

40. **Final Plat of PUD:** The Final Plat shall be submitted for review. The Final Plat map must be submitted through the City's electronic submittal system. The Final Plat for a PUD shall contain the following information:
- A. Verify that the boundary description from Title Report matches the Boundary Description on the Final Plat.
 - B. All owners listed in the Title Report are listed on the PUD Plat.
 - C. Proper acknowledgements need to be listed on the PUD Plat (individual, LLC, Corporation, Trust, signature blocks, etc.)
 - D. Verify that all easements and other possible conflicts that are listed in the Title Report are resolved. If easements are listed in the Title Report then they must be shown on the Final Plat, or provide a separate exhibit to explain why the easement does not interfere with the development.
 - E. PUD boundaries must agree with existing or proposed division lines as depicted on filed or approved Record of Survey Map(s). ROS Index No. _____ filed at the Iron County Surveyor's Office.
 - F. Verify that the Record of Survey has been field staked.
 - G. Verify that each phase of the PUD has 80 units or less. If not, is there a secondary access?
 - H. The location of the PUD in relation to existing City streets and recognizable landmarks;
 - I. The layout of streets and lots within the area to be subdivided and how those streets and lots connect with existing streets within the subdivision including;
 - a. Centerline bearings;
 - b. Curve data;
 - c. Widths;
 - d. Street names and/or street numbers;

- e. Section corner tie;
- f. Right-of-way markers on state roads;
- g. Centerline monuments;
- h. Set and/or found corners, and;
- i. Other such information that may be necessary to fully and fairly describe the road;
- J. Parcel information for both new and remaining parcels including, but not limited to the following;
 - a. Distances;
 - b. Bearings;
 - c. Legal description;
 - d. Closure of the parcels;
 - e. The square footage of each parcel;
 - f. The frontage length of each lot along a dedicated City street;
 - g. Parcel numbers;
 - h. Other similar information related to the subdivision of the parcel, and;
 - i. Parcel addresses.
- K. Detailed information including distances, monument tie, parcel line tie, bearings, and boundaries for the airport overlay zone;
- L. The relationship of existing and planned streets within 200 feet from the outside boundaries of the entire subdivision;
- M. The location of any proposed and existing parks, open space, and trails within the land to be subdivided;
- N. A title block containing the subdivision name, subdivision location, date, scale, the identity and contact information for the engineer/surveyor, sheet numbering, subdivider's name and the name, address, and phone number of the subdivider's engineer;
- O. Surveyor's stamp and certification;
- P. Legal descriptions of the boundary and each parcel;
- Q. Survey narrative;
- R. Basis of bearings, monuments, and elevations;
- S. City zoning designation and boundaries within the subdivision;
- T. FEMA flood zone designation and boundaries within the subdivision;
- U. Soils area designation;
- V. Survey monuments;
- W. A certificate showing the acknowledgment and approval of the Electric Company, Gas Company, Telephone Company, Cable Company, and other private providers of public utilities;
- X. City Engineer's approval certificate;
- Y. City Attorney's approval certificate;
- Z. List the names of adjacent property owners.
 - AA. The name of the development;
 - BB. A north arrow, the scale of the drawing, and the date of preparation of the plat;
 - CC. All lot or unit sizes, which shall be indicated by square feet;

- DD. Accurately drawing boundaries showing the proper bearing and dimensions of the PUD, (properly tied by reference to a public survey monument – these lines shall be heavier than street and lot lines);
- EE. The names, widths, lengths, bearings and curve data of said streets, public utility and irrigation easements, and the boundaries, bearings and dimensions of all portions within the subdivisions intended to be dedicated to the use of the public, and the lines, dimensions, bearings and numbers of all units, lots, blocks and parts reserved within the PUD (all lot, blocks and streets shall be numbered in accordance with the street numbering system adopted by the City);
- FF. A licensed land surveyor's "Certificate of Survey"
- GG. The description of the boundaries of the development together with a certification by the Subdivider's engineer or land surveyor stating that the lots and units described fully comply with the requirements of this ordinance
- HH. The owner's Certificate of Public and Private Dedications as required by Cedar City
- II. The signature of every person who owns property within the development and a notary public's acknowledgment of all signatures
- JJ. A signature line for the Mayor and City Recorder
- KK. A signature line for the City Engineer and City Attorney
- LL. A signature line for all utility companies and the postal service
- MM. A notice of all covenants, conditions and other restrictions which may be relevant and applicable to the property contained in the plat
- NN. Designation of common areas and private ownership areas
- OO. Identification of common landscaped areas, parking areas, driveways and other features required by this section
- PP. Footprint drawings of all buildings and building elevations where required
- QQ. City zoning designation and boundaries within the PUD
- RR. FEMA flood zone designation and boundaries within the PUD;
- SS. Legend;
- TT. Boundary description Point of Beginning (POB);
- UU. Boundary legal description matching the Preliminary Plat that closes, and the total subdivision area expressed in terms of acres;
- VV. Boundary closure (0.01' or less);
- WW. Area accuracy (1/1000 of area);
- XX. Section ties including monuments, line bearing/length, and basis of bearing;
- YY. Existing and platted streets including street names, street widths, centerline data, and centerline monuments;
- ZZ. Existing and proposed occupation (fence) lines;
- AAA. Existing easements, Deeded and Prescriptive;
- BBB. CC&R Note (can be included and referenced in the Surveyor's Certificate);
- CCC. Proposed street information including names and/or numbers, length/bearings, width, curve numbers and data table;
- DDD. Proposed easement information including location of all utility easements (utility easements include, but are not limited to, gas, power, water, sewer, phone, cable,

- fiber) location of mail boxes, size of easements (7.50 feet along boundary and 10.00 feet along streets), and all off-site easements;
- EEE. Lot information including border lines, lengths/bearings, numbers, areas expressed in both acres and square feet. (Multiple phases within the subdivision should be identified as Phase 1, then Phase 2, and so forth);
- FFF. Unit or site addresses;
- GGG. A vicinity map;
- HHH. The airport overlay zone;
- III. Airport aviation easements in any approach zone including the boundary of the easement, the bearings/distance of the easement, monument ties, and lot line ties;
- JJJ. Structure information, Footprints, Boundary Tie, Unit Numbers, and Footprint Dimensions;
- KKK. Floor Plan (Condo only), Unit Number, Elevations of floors and ceilings, Interior Wall Dimensions;
- LLL. Convertible Area/Space (Condos only), Unit Number/Label and Dimensions;
- MMM. Unit Number (Condos only);
- NNN. Elevations of Floors and Ceilings (Condos only);
- OOO. Interior Wall Dimensions (Condos only);
- PPP. Convertible Space, Dimensions and Unit Number (Condos only);
- QQQ. Convertible Area, Dimensions, Unit Number or Label and Description (Condos only);
- RRR. Withdraw-able Lands, Unit Number or Label and Description (Bearing and Length);
- SSS. Common Area Locations, Boundary Lines (Bearing and Length), Parking area and Number of Stalls, and Landscaping Area;
- TTT. City zoning designation and boundaries within the PUD;
- UUU. Number of bedrooms in each unit;
- VVV. Parking calculation based on number of bedrooms;
- WWW. If applicable, twin home lot division line and note;
- XXX. FEMA flood zones including zone designations, zone boundaries and flood elevations in NAVD 1929 datum;
- YYY. A soils notice stating words to the effect that a soils report has been required for the subdivision and that a copy of the report is available for review and inspection at the offices of the City Engineer;
- ZZZ. Wildland Urban Interface Zone note per the Cedar City Fire Department recommendation;
- AAAA. Airport Disclosure;
- BBBB. Gated Community Damage Waiver;
- CCCC. Plat restrictions, lot restrictions and other information.
- DDDD. Insufficient sewer depth note, if needed;
- EEEE. Other such information that is reasonable in the City Engineer's opinion based on adopted City ordinances, engineering standards and City master plans and the unique aspects of the subdivision;
- FFFF. Approval certificates for the following:

- a. All utility companies (utility companies include, but are not limited to, gas, electric, telephone, cable television, post office, and fiber);
- b. Surveyor with Zoning Compliance;
- c. Notarized owner's signature and dedication;
- d. Notary acknowledgement without stamp (Utah Code 46-1-16 (6));
- e. Owner's Dedication must "DEDICATE AND CONVEY" all public streets, easements, and other lands being transferred to the City and warrant the same;
- f. Consent of Mortgagee(s), Trustee(s), and any other person who holds interest in the property consenting to all dedications;
- g. City Engineer;
- h. City Attorney;
- i. Mayor;
- j. City Recorder; and
- k. County Recorder.

- 41. **Deeds.** Signed and notarized recordable deeds necessary to transfer title to all lots and any easements associated with a simple minor lot subdivision.
- 42. **Copy of the filed Record of Survey.** A copy of the Record of Survey that was prepared in the Preliminary Plat stage must be submitted. A copy of the Record of Survey must be submitted through the City's electronic submittal system.
- 43. **On-site Easements shown on Final Plat.** All on-site easements that are existing, or that need to be dedicated must be shown on the Final Plat. Existing easements that are shown on the Final Plat must include a recorded Book and Page reference.
- 44. **CC&R's.** A copy of the CC&R's must be submitted through the City's electronic submittal system. The original CC&R's must be provided to the City Attorney and ready for recording as deemed necessary by the City.
- 45. **Recorded off-site easements shown on Final Plat.** Off-site easements shall be shown on the Final Plat or provided by separate document. If existing easements are shown on the Final Plat, then the recorded Book and Page must be referenced.

CEDAR CITY
CITY COUNCIL AGENDA ITEM 19
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider a resolution amending the City's Consolidated Fee Schedule regarding the Engineering Department fees.**

Discussion: In conjunction with the modifications to the City's subdivision ordinance, there are several fees regarding the Engineering Department that are proposed to be amended.

The main purpose of the proposed changes is to collect the design review fees at the beginning of the subdivision review process. Also, a fee is being proposed for General Plan amendments and fees are proposed for subdivision appeals.

The following items are included with this Information Sheet:

1. Resolution amending the Fee Schedule.
2. Exhibit showing the proposed changes to the Fee Schedule regarding the Engineering Department fees.

Please consider whether to approve a resolution revising the City's Consolidated Fee Schedule. Thank you for your consideration.

CEDAR CITY RESOLUTION NO. _____

**A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY
FEE SCHEDULE**

WHEREAS, Cedar City maintains a fee schedule showing fees the City charges for various services; and

WHEREAS, the State Legislature passed bills in 2023 necessitating substantial changes to the City's subdivision requirements including upfront payment of most fees; and

WHEREAS, City staff have reviewed past fees, many of which were charged on an hourly basis, and have recommended the below changes to approach, but not exceed, a similar level of fees for work required in the City's review of subdivision applications; and

WHEREAS, City staff have recommended changes in the fee schedule to meet these updated requirements; and

WHEREAS, the City Council has reviewed the proposed changes to the fee schedule during an open and public meeting and finds that the below fee changes are reasonable and necessary.

NOW THEREFORE be it resolved by the City Council of Cedar City, State of Utah, that Cedar City's fee schedule is amended as indicated in the attached Exhibit A.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that this resolution shall become effective on February 1, 2024.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that City staff is authorized to make such changes of a non-substantive nature to the City's fee schedule as are reasonably necessary to facilitate the foregoing amendment.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of November, 2023

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

EXHIBIT A
NOVEMBER 2, 2023
CITY OF BOSTON

EXHIBIT A

Resolution No. _____
Recommended Fee Schedule Changes

Proposed Revisions to the City's Consolidated Fee Schedule

Subdivision Ordinance Change

~~10/6/2023~~ 11/9/2023

ENGINEERING DEPARTMENT

Design & ~~Plat Checking~~ Review Fee
Filing Fees

Hourly Rate plus overhead costs

<u>Subd./PUD Application Checking Fee (Non-refundable)</u>	\$175
Annexation	\$400
Lot Modification <u>Line Adjustment</u>	\$40 per lot
Minor Subdivision	\$40 per lot
Mobile Home Park	\$10 per space
PUD <u>(includes design review fee)</u>	\$500 <u>\$40 per lot/unit or \$400 whichever is greater</u>
PUD Plat Amendment <u>(includes design review fee)</u>	\$500
Regular Subdivision <u>(includes design review fee)</u>	\$25 <u>\$40 per lot or \$400 whichever is greater</u>
Subdivision Plat Amendment <u>(includes design review fee)</u>	\$400
<u>General Plan Amendment</u>	\$50
Zone Change	\$50
Subdivision/PUD Appeal Fee to City Manager	\$100
Subdivision/PUD Appeal Fee to 3-engineer panel	<u>\$100 + ½ of actual panel costs</u>

CEDAR CITY
CITY COUNCIL AGENDA ITEM 20
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: November 15, 2023

Subject: **Consider blanket agreements for modeling with Hansen, Allen & Luce (Water); Stantec (Sewer); Sunrise Engineering (Storm Drain); and Avenue Consultants (Transportation).**

Discussion: In conjunction with the modifications to the City's subdivision ordinance, it is proposed that the computer modeling for water, sewer, storm drain, and transportation infrastructure be performed by outside consultants. Currently, the City performs the modeling work for development projects after the construction drawings have been submitted for review. However, this can create problems because if the modeling reveals deficiencies in the infrastructure, then the project must be re-designed or changed to accommodate the required improvements.

With the new subdivision ordinance going into effect, the Engineering Department will have a very limited amount of time to review new projects. The time spent performing the modeling can be better spent ensuring that all the ordinances and engineering standards are followed. Also, by having the modeling performed prior to submittal, then the developer will know what improvements need to be done prior to submitting the project for review. This will allow the City to do a complete review during the first review cycle.

City staff has reached out to the consultants who have recently worked on updated the City's master plans. These consultants have access to the City's infrastructure models and they are also very familiar with the systems that will be modeled.

The following items are included with this Information Sheet:

1. Proposed agreement with Hansen, Allen & Luce for culinary water modeling.
2. Proposed agreement with Stantec for sanitary sewer modeling. Stantec has not provided a Fee Schedule yet. We are working on having this information prior to the action meeting.

3. Proposed agreement with Sunrise Engineering for storm drain modeling.
4. Proposed agreement with Avenue Consultants for transportation modeling. Avenue has not submitted a Fee Schedule yet. We are working on having this information prior to the action meeting.

City staff are still working through the final details of these agreements with the Consultants. As needed, revised agreements will be provided in the packet for the action meeting.

Please consider whether to approve the modeling agreements for City water, sewer, storm drain, and transportation infrastructure. Thank you for your consideration.

**ENGINEERING SERVICES AGREEMENT
BETWEEN CEDAR CITY CORPORATION
AND HANSEN, ALLEN & LUCE, INC.**

**WATER SYSTEM MODELING SERVICES
PROJECT 2023**

This AGREEMENT made and entered into this _____ day of _____, 2023 by and between the CITY:

Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as CITY, and CONSULTANT:

Hansen, Allen & Luce, Inc.
859 South Jordan Parkway
Suite 200
South Jordan, Utah 84095

A consultant design engineer duly licensed and qualified to conduct engineering in the State of Utah, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the parties to this Agreement desire to provide for engineering services for the **Water System Modeling Services Project 2023** hereinafter referred to as Project, located in Cedar City, Utah; and

WHEREAS, CITY through its consultant selection process has selected **Hansen, Allen & Luce, Inc.** as its consultant engineer to perform the **Water System Modeling Services Project 2023** as described herein, on said Project;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **Project Scope.** The scope of the project shall generally consist of providing water system hydraulic computer modeling services and written reports in accordance with City Engineering Standards.

The computer modeling software used by the CONSULTANT shall be compatible with the City's EPANET water model.

All modeling, coordinates, and survey data shall be integrated into the computer model on the Cedar City Coordinate Control System. No other survey control system is allowed.

For each project that is analyzed, a culinary water engineering study is required with

calculations for the proposed development and contiguous areas that are tributary to the proposed water system. Culinary water modeling must be completed by the City's approved Water Modeling Consultant, who is hereby designated by executing this agreement. The water modeling must include the proposed development and all contiguous areas that may, within a reasonable period in the future, be tributary to the proposed water system. Results of the water modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report shall be provided which states whether the proposed development complies with City Engineering Standards, Utah Division of Drinking Water Rules, and fire flow requirements in the latest version of the International Fire Code. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the culinary water system in order to comply with City Engineering Standards, Utah Division of Drinking Water Rules, and fire flow requirements in the latest version of the International Fire Code.

The updated model input file shall be provided to the CITY along with the summary report. The CITY shall be the sole owner of all final modeling information and data.

2. **Consultant Services.** The CONSULTANT shall provide all services set forth in this agreement.
3. **Consultant Compliance.** CONSULTANT shall provide services in compliance with applicable City, State and Federal codes, procedures and standards for the project. CONSULTANT will perform all services in a professional, accurate and complete manner. At the conclusion of the contract, CITY will evaluate CONSULTANT's performance. The evaluation will be used in determining future consultant contracts with CITY.
4. **City Responsibility.** The CITY will be responsible for facilitating any necessary meetings and reviewing documents that are submitted by the CONSULTANT.
5. **Consideration for Services.** As and for consideration to CONSULTANT for services required hereunder, CITY shall pay CONSULTANT on a time and materials basis in accordance with CONSULTANT's Proposal and Standard Fee Schedule attached as Exhibit "B". CONSULTANT shall notify CITY at least sixty (60) days prior to the effective date of any changes in CONSULTANT's fee schedule. Payment shall be made to CONSULTANT within 30 days of receipt of Invoice for invoiced costs expended.

Work requested by private developers will be paid to the CONSULTANT directly by the developer who is requesting the work. When work is requested by a developer, the developer will be solely responsible for paying the CONSULTANT on a time and materials basis.

Work requested directly by the CITY will be paid to the CONSULTANT as stated above.

Payment for this project shall be made monthly for invoiced costs incurred during the billing period. The following information shall be used for billing purposes:

- a. **Master Plan Developments** – Proposed developments involving a change in the

City's General Plan, change to the Water Master Plan, RDO's, and other proposed master plan changes will necessitate the submission of a master utility plan. These developments represent a change from the underlying density and development plan that was used to create the City's utility master plans. These developments must be modeled and analyzed in detail to ensure compatibility with the City's future infrastructure needs. This review, hydraulic modeling, and summary report will ensure proper pipe sizing and alignment, and determine what other infrastructure (tanks, pump stations, pipelines, PRV's, etc.) may be required to provide water service for the proposed development. This analysis will ensure the development will comply with all State and City standards for drinking water. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.

- b. **Multi-family Residential or Commercial/Industrial Developments** – This review, hydraulic modeling, and summary report will either occur at time of subdivision or at time of building permit. This analysis will ensure that each development will comply with all State and City standards for drinking water. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- c. **Single-family Residential Developments** – This review, hydraulic modeling, and summary report will occur at time of subdivision. This analysis will ensure that each development will comply with all State and City standards for drinking water. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- d. **Update of Water Model using As-built Data:** Periodically, the CITY will request that the water model be updated based on the City's latest GIS data. This will ensure that the existing model is kept up to date.

Changes to the scope and consideration hereunder may be made by mutual written change order approved in accordance with CITY's approved purchasing policy.

- 6. **Hold Harmless and Indemnification.** In so far as CONSULTANT may legally do so, it shall hold harmless and indemnify Cedar City, its elected and appointed officials, its employees, agents and assigns from any liability, damages or claims that may result from CONSULTANT's, its agent's or employee's negligence, errors or omissions.
- 7. **Project Schedule.** The CONSULTANT shall complete the modeling work requested by the applicant within ten (10) business days of receipt of request. The modeling work can either be requested by the CITY, or by an applicant who represents a project that will be submitted to the CITY.
- 8. **Project Documentation.** At any time during or after the project is complete, CITY can request and shall receive any information CONSULTANT or sub-Consultant has prepared for this project. Such information shall include but not be limited to drawings, specifications,

studies, computer models, photos, engineering computations, bills of materials or other documentation. The information shall be provided to CITY, either in electronic format or hard copy as requested by CITY. CITY can use the information at their sole discretion. However, any use of such information without the specific approval of CONSULTANT shall be at CITY's sole risk and without liability to CONSULTANT. CITY shall pay reasonable copying costs.

9. **Termination.** This Agreement may be terminated as follows. Within thirty (30) days of termination, CONSULTANT shall provide the CITY with a then-current copy of all modeling information CONSULTANT possesses and any outstanding project documentation.
 - a. By mutual agreement of the parties in writing;
 - b. By either CITY or CONSULTANT for breach of any material term herein by the other party, 30-days written notice of intent to terminate being required; or
 - c. Upon satisfactory completion of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
11. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
12. **Attorney's fees.** If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all reasonable costs of enforcement of the non-breaching party.
13. **Jurisdiction and Venue.** The parties stipulate that Jurisdiction and Venue is only proper before the Fifth Judicial District Court in and for Cedar City, Iron County, State of Utah.
14. **Insurance Requirements.** CONSULTANT shall carry Worker's Compensation and General Liability insurance as set forth in Exhibit "A", which is hereby incorporated by this reference. CONSULTANT shall furnish CITY with a certificate covering this insurance prior to beginning work on the project. CONSULTANT shall ensure that the insurance certificate is kept current and in force throughout the life of this agreement.
15. **Citizenship Status Verification.** CONSULTANT shall document and verify the citizenship or immigration status of each employee. CONSULTANT shall use one of the electronic verification systems defined in UCA Title 63, Chapter 12. In all contracts with sub-consultants, at any level, CONSULTANT shall require each sub-consultant, at any level, to use an electronic verification system, as defined in UCA Title 63, Chapter 12, to verify the

citizenship or immigration status of all employees. All sub-consultants at any level shall be required to certify to the CONSULTANT, by affidavit, that the sub-consultant has verified through an electronic verification system the employment status of each new employee.

GALETH O. GREEN
MAYOR

Notary Seal

ATTEST:

REMON SAWYER, CITY RECORDER

STATE OF UTAH

178

COUNTY OF IRWIN

On the _____ Day of _____, 20____, personally appeared _____, Mayor of the City of Salt Lake City, and REMON SAWYER, City Recorder of Salt Lake City, the signers of the foregoing Agreement and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
HARRIS, ALLEN & COE, INC.

BY:

ITS:

STATE OF UTAH

COUNTY OF BOON

On the _____ Day of _____, 20____, personally appeared _____, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

GARTH O. GREEN,
MAYOR

(Corporate Seal)

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me GARTH O. GREEN as Mayor of Cedar City, and RENON SAVAGE as City Recorder of Cedar City, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
HANSEN, ALLEN & LUCE, INC.

BY: _____

ITS: _____

STATE OF UTAH }
 }ss
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me _____, the signer of the foregoing Agreement, and duly acknowledged that (s)he executed the same.

NOTARY PUBLIC

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Consultant shall carry Worker's Compensation and general liability insurance as indicated below. Consultant shall furnish City with a certificate covering this insurance.

A. Worker's Compensation:

- | | | |
|----|----------------------------------|---------------------------|
| 1. | State: | Statutory |
| 2. | Applicable Federal (e.g. USL&H): | Statutory |
| 3. | Employer's Liability: | |
| | Bodily Injury by Accident | \$1,000,000 each accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | | |
|----|---|----------------------------|-------------------------------------|
| 1. | Premises/operations | \$2,000,000 | each occurrence |
| 2. | Products/completed operations | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 3. | Personal Injury | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 4. | Automobile Liability | \$1,000,000 | |
| 5. | Professional Liability | \$1,000,000 | |
| 6. | If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the amount for each occurrence limit or be written on a per project basis. | | |
| 7. | If policies are written on a Claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement. | | |
| 8. | If policies are written for split limits, limits shall be equal for bodily injury and property damage liability. | | |
| 9. | Cedar City Corporation shall be named as the Certificate Holder on the | | |

Certificate of Liability Insurance form. A signed endorsement from the insurance company stating "Cedar City Corporation is named as an additional insured" shall also be attached to the Certificate of Liability Insurance form. A Blanket additional insured endorsement is acceptable.

CERTIFICATE OF INSURANCE			Issue Date:		
			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below.		
			COMPANIES AFFORDING COVERAGE		
			Company Letter A		
			Company Letter B		
			Company Letter C		
			Company Letter D		
			Company Letter E		
<p>Coverage</p> <p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability claims made <input type="checkbox"/> occur <input type="checkbox"/> owners & cont.'s prot. <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
				Each Occurrence	\$
Access Liability Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/>				Aggregate	\$
				Statutory Limits	
Worker's Compensation and Employer's Liability				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Other					
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

**STANDARD FEE SCHEDULE
2023**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel hourly rates related to the completion of the project, in accordance with the following:

Managing Professional III	\$220
Managing Professional II	\$211
Managing Professional I	\$200
Senior Professional III	\$189
Senior Professional II	\$180
Senior Professional I	\$167
Professional III.....	\$157
Professional II.....	\$141
Professional I.....	\$132
Professional Intern.....	\$120
Environmental Scientist I	\$115
Environmental Scientist II	\$128
Engineering Student Intern	\$64
Water Resource Specialist II	\$154
Water Resource Specialist I	\$134
Professional Geologist.....	\$155
Senior Designer.....	\$140
Designer.....	\$122
Senior Field Technician	\$126
Field Technician	\$104
CAD Operator.....	\$104
Public Relations Specialist.....	\$152
Landscape Architect.....	\$150
Administrative Assistant	\$73
Professional Land Surveyor.....	\$150
1 Man GPS Surveying Services.....	\$168
Drone Pilot	\$202
Expert Legal Services.....	\$338

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs related to the completion of the project. Charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$7 per labor hour
Out-of-town per diem allowance (lodging not included)	\$64 per day
Vehicle	\$0.70 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$150 per day
Data Logger/Transducer.....	\$150 per week
Credit Card Payment Fee.....	3.5% of Payment Amount

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and expense charges will occur in January of each year.

**ENGINEERING SERVICES AGREEMENT
BETWEEN CEDAR CITY CORPORATION
AND STANTEC**

**SANITARY SEWER SYSTEM MODELING SERVICES
PROJECT 2023**

This AGREEMENT made and entered into this _____ day of _____, 2023 by and
between the CITY:

Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

a municipal corporation organized and existing under the laws of the State of Utah, hereinafter
referred to as CITY, and CONSULTANT:

Stantec
2890 East Cottonwood Parkway, Suite 300
Salt Lake City, UT 84121

A consultant design engineer duly licensed and qualified to conduct engineering in the State of
Utah, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the parties to this Agreement desire to provide for engineering services for the
Sanitary Sewer System Modeling Services Project 2023 hereinafter referred to as Project,
located in Cedar City, Utah; and

WHEREAS, CITY through its consultant selection process has selected **Stantec** as its
consultant engineer to perform the **Sanitary Sewer System Modeling Services Project 2023** as
described herein, on said Project;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **Project Scope.** The scope of the project shall generally consist of providing sanitary sewer
system hydraulic computer modeling services and written reports in accordance with City
Engineering Standards.

The computer modeling software used by the CONSULTANT shall be compatible with the
City's EPA SWMM sanitary sewer model.

All modeling, coordinates, and survey data shall be integrated into the computer model on
the Cedar City Coordinate Control System. No other survey control system is allowed.

For each project that is analyzed, a sanitary sewer engineering study is required with
calculations for the proposed development and contiguous, upstream, and downstream areas

that are tributary to the proposed sewer system. Sanitary sewer modeling must be completed by the City's approved Sanitary Sewer Modeling Consultant, who is hereby designated by executing this agreement. The sanitary sewer modeling must include the proposed development and all contiguous areas, upstream areas, and downstream areas that are tributary to the proposed sanitary sewer system or may, within a reasonable period in the future, be tributary to the proposed sanitary sewer system. Results of the sanitary sewer modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report shall be provided which states whether the proposed development complies with City Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the sewer system in order to comply with City Engineering Standards.

The updated model input file shall be provided to the CITY along with the summary report. The CITY shall be the sole owner of all final modeling information and data.

2. **Consultant Services.** The CONSULTANT shall provide all services set forth in this agreement.
3. **Consultant Compliance.** CONSULTANT shall provide services in compliance with applicable City, State and Federal codes, procedures and standards for the project. CONSULTANT will perform all services in a professional, accurate and complete manner. At the conclusion of the contract, CITY will evaluate CONSULTANT's performance. The evaluation will be used in determining future consultant contracts with CITY.
4. **City Responsibility.** The CITY will be responsible for facilitating any necessary meetings and reviewing documents that are submitted by the CONSULTANT.
5. **Consideration for Services.** As and for consideration to CONSULTANT for services required hereunder, CITY shall pay CONSULTANT on a time and materials basis in accordance with CONSULTANT's Proposal and Standard Fee Schedule attached as Exhibit "B". CONSULTANT shall notify CITY at least sixty (60) days prior to the effective date of any changes in CONSULTANT's fee schedule. Payment shall be made to CONSULTANT within 45 days of receipt of Invoice for invoiced costs expended.

Work requested by private developers will be paid to the CONSULTANT directly by the developer who is requesting the work. When work is requested by a developer, the developer will be solely responsible for paying the CONSULTANT on a time and materials basis.

Work requested directly by the CITY will be paid to the CONSULTANT as stated above.

Payment for this project shall be made monthly for invoiced costs incurred during the billing period. The following information shall be used for billing purposes:

- a. **Master Plan Developments** – Proposed developments involving a change in the City's General Plan, change to the Sewer Master Plan, RDO's, and other proposed

master plan changes will necessitate the submission of a master utility plan. These developments represent a change from the underlying density and development plan that was used to create the City's utility master plans. These developments must be modeled and analyzed in detail to ensure compatibility with the City's future infrastructure needs. This review, hydraulic modeling, and summary report will ensure proper pipe sizing and alignment, and determine what other infrastructure (lift stations, pipelines, etc.) may be required to provide sewer service for the proposed development. This analysis will ensure the development will comply with all State and City standards for sanitary sewer. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.

- b. **Multi-family Residential or Commercial/Industrial Developments** – This review, hydraulic modeling, and summary report will either occur at time of subdivision or at time of building permit. This analysis will ensure that each development will comply with all State and City standards for sanitary sewer. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- c. **Single-family Residential Developments** – This review, hydraulic modeling, and summary report will occur at time of subdivision. This analysis will ensure that each development will comply with all State and City standards for sanitary sewer. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- d. **Update of Sewer Model using As-built Data**: Periodically, the CITY will request that the sewer model be updated based on the City's latest GIS data. This will ensure that the existing model is kept up to date.

Changes to the scope and consideration hereunder may be made by mutual written change order approved in accordance with CITY's approved purchasing policy.

6. **Hold Harmless and Indemnification**. In so far as CONSULTANT may legally do so, it shall hold harmless and indemnify Cedar City, its elected and appointed officials, its employees, agents and assigns from any liability, damages or claims that may result from CONSULTANT's, its agent's or employee's negligence, errors or omissions.
7. **Project Schedule**. The CONSULTANT shall complete the modeling work requested by the applicant within ten (10) business days of receipt of request. The modeling work can either be requested by the CITY, or by an applicant who represents a project that will be submitted to the CITY.
8. **Project Documentation**. At any time during or after the project is complete, CITY can request and shall receive any information CONSULTANT or sub-Consultant has prepared for this project. Such information shall include but not be limited to drawings, specifications, studies, computer models, photos, engineering computations, bills of materials or other documentation. The information shall be provided to CITY, either in electronic format or

hard copy as requested by CITY. CITY can use the information at their sole discretion. However, any use of such information without the specific approval of CONSULTANT shall be at CITY's sole risk and without liability to CONSULTANT. CITY shall pay reasonable copying costs.

9. **Termination.** This Agreement may be terminated as follows. Within thirty (30) days of termination, CONSULTANT shall provide the CITY with a then-current copy of all modeling information CONSULTANT possesses and any outstanding project documentation.
 - a. By mutual agreement of the parties in writing;
 - b. By either CITY or CONSULTANT for breach of any material term herein by the other party, 30-days written notice of intent to terminate being required; or
 - c. Upon satisfactory completion of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
11. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
12. **Attorney's fees.** If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all reasonable costs of enforcement of the non-breaching party.
13. **Jurisdiction and Venue.** The parties stipulate that Jurisdiction and Venue is only proper before the Fifth Judicial District Court in and for Cedar City, Iron County, State of Utah.
14. **Insurance Requirements.** CONSULTANT shall carry Worker's Compensation and General Liability insurance as set forth in Exhibit "A", which is hereby incorporated by this reference. CONSULTANT shall furnish CITY with a certificate covering this insurance prior to beginning work on the project. CONSULTANT shall ensure that the insurance certificate is kept current and in force throughout the life of this agreement.
15. **Citizenship Status Verification.** CONSULTANT shall document and verify the citizenship or immigration status of each employee. CONSULTANT shall use one of the electronic verification systems defined in UCA Title 63, Chapter 12. In all contracts with sub-consultants, at any level, CONSULTANT shall require each sub-consultant, at any level, to use an electronic verification system, as defined in UCA Title 63, Chapter 12, to verify the citizenship or immigration status of all employees. All sub-consultants at any level shall be required to certify to the CONSULTANT, by affidavit, that the sub-consultant has verified

through an electronic verification system the employment status of each new employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

GARTH O. GREEN,
MAYOR

(Corporate Seal)

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me GARTH O. GREEN as Mayor of Cedar City, and RENON SAVAGE as City Recorder of Cedar City, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
STANTEC

BY: _____

ITS: _____

STATE OF UTAH }
 }ss
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me _____, the signer of the foregoing Agreement, and duly acknowledged that (s)he executed the same.

NOTARY PUBLIC

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Consultant shall carry Worker's Compensation and general liability insurance as indicated below. Consultant shall furnish City with a certificate covering this insurance.

A. Worker's Compensation:

- | | | |
|----|----------------------------------|---------------------------|
| 1. | State: | Statutory |
| 2. | Applicable Federal (e.g. USL&H): | Statutory |
| 3. | Employer's Liability: | |
| | Bodily Injury by Accident | \$1,000,000 each accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | | |
|----|---|----------------------------|-------------------------------------|
| 1. | Premises/operations | \$2,000,000 | each occurrence |
| 2. | Products/completed operations | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 3. | Personal Injury | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 4. | Automobile Liability | \$1,000,000 | |
| 5. | Professional Liability | \$1,000,000 | |
| 6. | If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the amount for each occurrence limit or be written on a per project basis. | | |
| 7. | If policies are written on a Claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement. | | |
| 8. | If policies are written for split limits, limits shall be equal for bodily injury and property damage liability. | | |
| 9. | Cedar City Corporation shall be named as the Certificate Holder on the | | |

Certificate of Liability Insurance form. A signed endorsement from the insurance company stating "Cedar City Corporation is named as an additional insured" shall also be attached to the Certificate of Liability Insurance form. A Blanket additional insured endorsement is acceptable.

CERTIFICATE OF INSURANCE			Issue Date:		
			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below.		
			COMPANIES AFFORDING COVERAGE		
			Company Letter A		
			Company Letter B		
			Company Letter C		
			Company Letter D		
			Company Letter E		
<p>Coverage This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability claims made <input type="checkbox"/> occur <input type="checkbox"/> owners & cont.'s prot. <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
					\$
Access Liability Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/>				Each Occurrence	\$
				Aggregate	\$
Worker's Compensation and Employer's Liability				Statutory Limits	
				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Other					
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

EXHIBIT "B"
PROPOSAL AND STANDARD FEE SCHEDULE

**ENGINEERING SERVICES AGREEMENT
BETWEEN CEDAR CITY CORPORATION
AND SUNRISE ENGINEERING, INC.**

**STORMWATER DRAINAGE SYSTEM MODELING SERVICES
PROJECT 2023**

This AGREEMENT made and entered into this _____ day of _____, 2023 by and between the CITY:
Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as CITY, and CONSULTANT:

**Sunrise Engineering, Inc.
11 North 300 West
Washington, Utah 84780**

A consultant design engineer duly licensed and qualified to conduct engineering in the State of Utah, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the parties to this Agreement desire to provide for engineering services for the **Stormwater Drainage System Modeling Services Project 2023** hereinafter referred to as Project, located in Cedar City, Utah; and

WHEREAS, CITY through its consultant selection process has selected **Sunrise Engineering, Inc.** as its consultant engineer to perform the **Stormwater Drainage System Modeling Services Project 2023** as described herein, on said Project;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **Project Scope.** The scope of the project shall generally consist of providing stormwater drainage system hydraulic computer modeling services and written reports in accordance with City Engineering Standards.

The computer modeling software used by the CONSULTANT shall be compatible with the City's EPA SWMM storm drain model.

All modeling, coordinates, and survey data shall be integrated into the computer model on the Cedar City Coordinate Control System. No other survey control system is allowed.

For each project that is analyzed, a storm drain engineering study is required with calculations for the proposed development and contiguous, upstream, and downstream areas

that are tributary to the proposed drainage system. Storm drain modeling must be completed by the City's approved Storm Drain Modeling Consultant, who is hereby designated by executing this agreement. The storm drain modeling must include the proposed development and all contiguous areas, upstream areas, and downstream areas that are tributary to the proposed storm drain system or may, within a reasonable period in the future, be tributary to the proposed storm drain system. Results of the storm drain modeling must be submitted as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report shall be provided which states whether the proposed development complies with City Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the storm drain system in order to comply with City Engineering Standards.

The updated model input file shall be provided to the CITY along with the summary report. The CITY shall be the sole owner of all final modeling information and data.

2. **Consultant Services.** The CONSULTANT shall provide all services set forth in this agreement.
3. **Consultant Compliance.** CONSULTANT shall provide services in compliance with applicable City, State and Federal codes, procedures and standards for the project. CONSULTANT will perform all services in a professional, accurate and complete manner. At the conclusion of the contract, CITY will evaluate CONSULTANT's performance. The evaluation will be used in determining future consultant contracts with CITY.
4. **City Responsibility.** The CITY will be responsible for facilitating any necessary meetings and reviewing documents that are submitted by the CONSULTANT.
5. **Consideration for Services.** As and for consideration to CONSULTANT for services required hereunder, CITY shall pay CONSULTANT on a time and materials basis in accordance with CONSULTANT's Proposal and Standard Fee Schedule attached as Exhibit "B". CONSULTANT shall notify CITY at least sixty (60) days prior to the effective date of any changes in CONSULTANT's fee schedule. Payment shall be made to CONSULTANT within 45 days of receipt of Invoice for invoiced costs expended.

Work requested by private developers will be paid to the CONSULTANT directly by the developer who is requesting the work. When work is requested by a developer, the developer will be solely responsible for paying the CONSULTANT on a time and materials basis.

Work requested directly by the CITY will be paid to the CONSULTANT as stated above.

Payment for this project shall be made monthly for invoiced costs incurred during the billing period. The following information shall be used for billing purposes:

- a. **Master Plan Developments** – Proposed developments involving a change in the City's General Plan, change to the Storm Drain Master Plan, RDO's, and other

proposed master plan changes will necessitate the submission of a master utility plan. These developments represent a change from the underlying density and development plan that was used to create the City's utility master plans. These developments must be modeled and analyzed in detail to ensure compatibility with the City's future infrastructure needs. This review, hydraulic modeling, and summary report will ensure proper pipe sizing and alignment, and determine what other infrastructure (detention ponds, retention ponds, pipelines, etc.) may be required to provide storm drainage control for the proposed development. This analysis will ensure the development will comply with all City standards for stormwater drainage. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.

- b. **Multi-family Residential or Commercial/Industrial Developments** – This review, hydraulic modeling, and summary report will either occur at time of subdivision or at time of building permit. This analysis will ensure that each development will comply with all City standards for stormwater drainage. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- c. **Single-family Residential Developments** – This review, hydraulic modeling, and summary report will occur at time of subdivision. This analysis will ensure that each development will comply with all City standards for stormwater drainage. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- d. **Update of Storm Drain Model using As-built Data**: Periodically, the CITY will request that the storm drain model be updated based on the City's latest GIS data. This will ensure that the existing model is kept up to date.

Changes to the scope and consideration hereunder may be made by mutual written change order approved in accordance with CITY's approved purchasing policy.

6. **Hold Harmless and Indemnification**. In so far as CONSULTANT may legally do so, it shall hold harmless and indemnify Cedar City, its elected and appointed officials, its employees, agents and assigns from any liability, damages or claims that may result from CONSULTANT's, its agent's or employee's negligence, errors or omissions.
7. **Project Schedule**. The CONSULTANT shall endeavor to complete the modeling work requested by the applicant within ten (10) business days of receipt of request. If the scope of such modeling work is complicated or larger than normal, the CONSULTANT shall advise the CITY and the parties shall coordinate an allowance for additional reasonable time to perform the services. The modeling work can either be requested by the CITY, or by an applicant who represents a project that will be submitted to the CITY.
8. **Project Documentation**. At any time during or after the project is complete, CITY can request and shall receive any information CONSULTANT or sub-Consultant has prepared

for this project. Such information shall include but not be limited to drawings, specifications, studies, computer models, photos, engineering computations, bills of materials or other documentation. The information shall be provided to CITY, either in electronic format or hard copy as requested by CITY. CITY can use the information at their sole discretion. However, any use of such information without the specific approval of CONSULTANT shall be at CITY's sole risk and without liability to CONSULTANT. CITY shall pay reasonable copying costs.

9. **Termination.** This Agreement may be terminated as follows. Within thirty (30) days of termination, CONSULTANT shall provide the CITY with a then-current copy of all modeling information CONSULTANT possesses and any outstanding project documentation.
 - a. By mutual agreement of the parties in writing;
 - b. By either CITY or CONSULTANT for breach of any material term herein by the other party, 30-days written notice of intent to terminate being required; or
 - c. Upon satisfactory completion of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
11. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
12. **Attorney's fees.** If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all reasonable costs of enforcement of the non-breaching party.
13. **Jurisdiction and Venue.** The parties stipulate that Jurisdiction and Venue is only proper before the Fifth Judicial District Court in and for Cedar City, Iron County, State of Utah.
14. **Insurance Requirements.** CONSULTANT shall carry Worker's Compensation and General Liability insurance as set forth in Exhibit "A", which is hereby incorporated by this reference. CONSULTANT shall furnish CITY with a certificate covering this insurance prior to beginning work on the project. CONSULTANT shall ensure that the insurance certificate is kept current and in force throughout the life of this agreement.
15. **Citizenship Status Verification.** CONSULTANT shall document and verify the citizenship or immigration status of each employee. CONSULTANT shall use one of the electronic verification systems defined in UCA Title 63, Chapter 12. In all contracts with sub-consultants, at any level, CONSULTANT shall require each sub-consultant, at any level, to

use an electronic verification system, as defined in UCA Title 63, Chapter 12, to verify the citizenship or immigration status of all employees. All sub-consultants at any level shall be required to certify to the CONSULTANT, by affidavit, that the sub-consultant has verified through an electronic verification system the employment status of each new employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

GARTH O. GREEN,
MAYOR

(Corporate Seal)

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me GARTH O. GREEN as Mayor of Cedar City, and RENON SAVAGE as City Recorder of Cedar City, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
SUNRISE ENGINEERING, INC.

BY: _____

ITS: _____

STATE OF UTAH }
 }ss
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me _____, the signer of the foregoing Agreement, and duly acknowledged that (s)he executed the same.

NOTARY PUBLIC

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Consultant shall carry Worker's Compensation and general liability insurance as indicated below. Consultant shall furnish City with a certificate covering this insurance.

A. Worker's Compensation:

- | | | |
|----|----------------------------------|---------------------------|
| 1. | State: | Statutory |
| 2. | Applicable Federal (e.g. USL&H): | Statutory |
| 3. | Employer's Liability: | |
| | Bodily Injury by Accident | \$1,000,000 each accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | | |
|----|---|----------------------------|-------------------------------------|
| 1. | Premises/operations | \$2,000,000 | each occurrence |
| 2. | Products/completed operations | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 3. | Personal Injury | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 4. | Automobile Liability | \$1,000,000 | |
| 5. | Professional Liability | \$1,000,000 | |
| 6. | If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the amount for each occurrence limit or be written on a per project basis. | | |
| 7. | If policies are written on a Claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement. | | |
| 8. | If policies are written for split limits, limits shall be equal for bodily injury and property damage liability. | | |
| 9. | Cedar City Corporation shall be named as the Certificate Holder on the | | |

Certificate of Liability Insurance form. A signed endorsement from the insurance company stating “Cedar City Corporation is named as an additional insured” shall also be attached to the Certificate of Liability Insurance form. A Blanket additional insured endorsement is acceptable.

CERTIFICATE OF INSURANCE		Issue Date:			
		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below.			
		COMPANIES AFFORDING COVERAGE			
		Company Letter A			
		Company Letter B			
		Company Letter C			
		Company Letter D			
		Company Letter E			
<p>Coverage</p> <p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability claims made occur owners & cont.'s prot. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
					\$
Access Liability Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/>				Each Occurrence	\$
				Aggregate	\$
Worker's Compensation and Employer's Liability				Statutory Limits	
				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Other					
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

EXHIBIT "B"
PROPOSAL AND STANDARD FEE SCHEDULE



11 North 300 West, Washington, Utah 84780
Tel: 435.652.8450 | Fax: 435.652.8416

November 7, 2023

Jonathan Stathis, PE
City Engineer
Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

Subject: Engineering Services Fee Proposal for Storm Drain Advisory Services

Dear Mr. Stathis,

Sunrise Engineering, Inc. (CONSULTANT) is pleased to submit this engineering services fee proposal for the project referenced above. We are appreciative of our ongoing work with Cedar City Corporation (CITY) and look forward to working with you on this effort.

1. BACKGROUND INFORMATION

CITY has furnished the following project information to CONSULTANT and CONSULTANT's Scope of Services is being proposed based on this background. As the project moves forward, some of the information may change or be refined, and additional information may become known, resulting in the possible need to change, refine, or supplement the Scope of Services. Details relative to CITY's project include the following:

1. Project Name: **Storm Drain Advisory Services**
2. Size of Facility: **City-Wide Storm Drain System**
3. Facility Location: **Cedar City, Iron County, Utah**
4. Summary of Scope of Service: **Performance of 3rd party storm drain system advisory and modeling services on an as-needed, on-call basis at CITY's direction.**
5. Project Budget: **Variable by Assigned Task**
6. Relevant Studies, Reports, Plans: **Cedar City Storm Water Master Plan, October 2022, prepared by Sunrise Engineering, Inc.; CITY's EPA SWMM® storm drain model.**
7. Design Code Standards: **Section 3.3 of CITY's published Engineering Standards**
8. Owner-Engineer Base Agreement: **CITY's Engineering Services Agreement**

2. SCOPE OF SERVICES

Based on the Background Information and for the project summarized above, CONSULTANT proposes to perform the following engineering Scope of Services:

1. Storm Drain Advisory Services

- a) CONSULTANT's services will include management of CONSULTANT's project-specific responsibilities, including but not limited to the following management tasks:
 - i) Coordinate services within CONSULTANT's internal team.
 - ii) Prepare and submit engineering services progress reports to CITY where required.

- iii) Conduct ongoing management tasks, including maintaining communications, records and files pertaining to CONSULTANT's services.
- iv) Prepare agendas prior to and minutes following meetings conducted by CONSULTANT.
- b) CONSULTANT's services may include the following:
 - i) Perform storm drain advisory and modeling services related to development within CITY's municipal boundaries, including review of plans, plats, specifications, studies, calculations, etc. for compliance with applicable ordinances, standards, codes, master plans, laws, etc., and verifying the storm drain conveyance capacity of proposed improvements, etc.
 - ii) Perform miscellaneous engineering, studies, designs, calculations, analyses, evaluations, estimates, observations, site visits, etc. related to CITY's storm drain system or proposed improvements thereto.
 - iii) Act in consulting and/or advisory roles to CITY on topics related to CITY's storm drain system.
 - iv) Attend commission, council, planning and zoning, utility coordination, construction, and other meetings as directed by CITY.
 - v) Prepare and deliver to CITY written results of analyses, recommendations, reviews, observations, etc. as CONSULTANT's deliverable for assigned tasks.
- c) CONSULTANT will perform services as an experienced and qualified design professional. The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

3. OWNER'S RESPONSIBILITIES

CITY agrees to perform, provide, or deliver the information, data, and services indicated below, together with all other information, data, and services necessary for delivery and completion of the work and not expressly included in the Scope of Service to be performed by CONSULTANT.

1. General Responsibilities

- a) CITY will inform CONSULTANT of the policies, procedures, and requirements of CITY that are applicable to CONSULTANT's performance of services under this proposal.
- b) CITY will advise CONSULTANT of assigned tasks to be performed by CONSULTANT under the Scope of Services.
 - i) CITY will communicate to CONSULTANT expected scope and anticipated deliverables for each assigned task.
 - ii) CONSULTANT and CITY will communicate about and endeavor to accommodate each other on deliverables timelines, recognizing each parties' ongoing obligations outside the scope of this proposal.
- c) Where applicable, CITY will examine any recommendations, solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT for review and render in writing timely decisions pertaining thereto.
- d) CITY will arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this proposal.
- e) CITY will give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of:
 - i) Any development that affects the scope or time of performance of CONSULTANT's services.
 - ii) The presence at any project site of any constituent of concern.
 - iii) Any relevant, material defect or nonconformance in: (a) CONSULTANT's services, or (b) CITY's performance of its responsibilities under this proposal.

2. Project Information

- a) Except where included in the Scope of Service to be performed by CONSULTANT, CITY will provide CONSULTANT with information and data needed by CONSULTANT for the performance of the Scope of Services.

3. CITY-Furnished Services

- a) CITY will acquire or arrange for acquisition of any project site(s) and any temporary or permanent rights of access, easements, or property rights needed in relation to CONSULTANT's performance of the Scope of Services.
- b) CITY will provide the services of an independent testing laboratory to perform any inspections, tests, and approvals of samples, materials, and equipment required in relation to CONSULTANT's performance of the Scope of Services.

4. COMPENSATION

Services performed by CONSULTANT as detailed in this proposal will be invoiced on an hourly rate basis at the rates and fees shown in the attached fee and reimbursable expense schedules.

CONSULTANT shall be compensated for performance of the Scope of Services for an amount equal to the hours charged by CONSULTANT's personnel multiplied by the hourly rates and fees for the appropriate labor code or reimbursable expense identified on the attached fee and reimbursable expense schedules.

The hourly rates and fees charged by CONSULTANT constitute complete compensation for CONSULTANT's services, including labor costs, material expenses, overhead, and profit.

Invoices will be submitted no more than once monthly, unless otherwise agreed to by CITY and CONSULTANT. Invoices are due and payable within forty-five (45) days of receipt thereof by CITY.

5. CONCLUSION

If CITY chooses to move forward with the project and CONSULTANT's services as proposed herein, we recommend execution of an Engineering Services Agreement in CITY's standard format with this proposal as Exhibit "B".

Please contact me with any questions or concerns.

Sincerely,



Joseph K. Phillips, PE
Vice President
jphillips@sunrise-eng.com
435.652.8450

Attachment(s): Fee Schedule, Reimbursable Expense Schedule

Code	Rate	Expense
A	\$125 per hour	Algebra
A	\$200 per day	Field Vehicle (per day)
A	\$250 per day	Per Diem Meals
AA	\$400 per day	Trip/Travel (Domestic)
AA	\$112 per hour	High Density Concrete
A	Actual Cost	Material (per item)
A	Actual Cost	Outside Computer Aided Drafting (CAD)
A	Actual Cost	Printing
AA	Actual Cost	Other Expenses (per item)

**SUNRISE ENGINEERING
FEE SCHEDULE***

Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	\$125	456	Training Manager	\$201
102	Engineer Intern (E.I.T.) II	\$134	460	Training Director	\$228
103	Engineer Intern (E.I.T.) III	\$148	500	Funding Specialist	\$151
104	Engineer III	\$162	510	Plan Reviewer	\$148
105	Engineer IV	\$176	511	Building Inspector I	\$86
106	Engineer V	\$190	512	Building Inspector II	\$104
107	Senior Engineer	\$205	513	Building Inspector III	\$130
110	Principal Engineer	\$220	525	Building Official	\$151
121	Electrical Engineer Intern (E.I.T.) I	\$134	601	GIS Tech	\$80
122	Electrical Engineer Intern (E.I.T.) II	\$151	602	GIS Tech II	\$100
123	Electrical Engineer III	\$172	611	GIS Specialist I	\$130
124	Electrical Engineer IV	\$197	613	GIS Analyst	\$150
125	Electrical Engineer V	\$224	614	GIS Programmer	\$165
126	Principal Electrical Engineer	\$239	615	GIS Team Leader	\$170
301	Engineering Tech I	\$100	51	Administrative I	\$57
302	Engineering Tech II	\$120	52	Administrative II	\$75
303	Engineering Tech III	\$137	53	Administrative III	\$93
304	Engineering Tech IV	\$155	96	Public Information Manager	\$144
311	Electrical Tech I	\$104	701	Planner I	\$101
312	Electrical Tech II	\$120	702	Planner II	\$116
313	Electrical Tech III	\$137	703	Planner III	\$133
314	Electrical Tech IV	\$154	704	Planner IV	\$146
315	Electrical Tech V	\$172	705	Planner V	\$160
351	Construction Observer I	\$82	712	Project Manager II	\$213
352	Construction Observer II	\$93	723	Water Rights Specialist III	\$161
353	Construction Observer III	\$108	921	Survey Tech	\$93
354	Construction Observer IV	\$123	930	Survey CAD Tech	\$145
401	CAD Drafter I	\$88	935	One Man Survey Crew	\$172
402	CAD Drafter II	\$99	940	Survey Manager	\$182
403	CAD Drafter/Designer III	\$109	945	Registered Surveyor	\$197
404	CAD Drafter/Designer IV	\$120	950	Principal Surveyor	\$217
451	Training Specialist I	\$166			

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (On Site)	\$60 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$50 per day	N/A
High Density Scanner	\$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses Incurred	Actual Cost	10%

*Fees change automatically at the beginning of each year to reflect current engineering market conditions. STG 01-2024

**ENGINEERING SERVICES AGREEMENT
BETWEEN CEDAR CITY CORPORATION
AND AVENUE CONSULTANTS**

**TRANSPORTATION SYSTEM MODELING SERVICES
PROJECT 2023**

This AGREEMENT made and entered into this _____ day of _____, 2023 by and

between the CITY:

Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as CITY, and CONSULTANT:

**Avenue Consultants
6605 S. Redwood Road, Suite 200
Taylorsville, UT 84123**

A consultant design engineer duly licensed and qualified to conduct engineering in the State of Utah, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the parties to this Agreement desire to provide for engineering services for the **Transportation System Modeling Services Project 2023** hereinafter referred to as Project, located in Cedar City, Utah; and

WHEREAS, CITY through its consultant selection process has selected **Avenue Consultants** as its consultant engineer to perform the **Transportation System Modeling Services Project 2023** as described herein, on said Project;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **Project Scope.** The scope of the project shall generally consist of providing traffic impact studies, transportation system computer modeling services, and written reports in accordance with City Engineering Standards.

All modeling, coordinates, and survey data shall be integrated into the computer model on the Cedar City Coordinate Control System. No other survey control system is allowed.

For each project that is analyzed, a traffic engineering study is required with calculations for the proposed development and analyzed with regard to the City's overall transportation network. Transportation modeling must be completed by the City's approved Transportation Modeling Consultant, who is hereby designated by executing this agreement. The transportation modeling must include the proposed development and all contiguous areas.

Results of the traffic impact study and transportation modeling shall be submitted, when required by the CITY, as part of a complete submittal for construction drawings review and/or master plan development review. In addition, a summary report shall be provided which states whether the proposed development complies with City Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the transportation system in order to comply with City Engineering Standards.

The updated model input file shall be provided to the CITY along with the summary report. The CITY shall be the sole owner of all final modeling information and data.

2. **Consultant Services.** The CONSULTANT shall provide all services set forth in this agreement.
3. **Consultant Compliance.** CONSULTANT shall provide services in compliance with applicable City, State and Federal codes, procedures and standards for the project. CONSULTANT will perform all services in a professional, accurate and complete manner. At the conclusion of the contract, CITY will evaluate CONSULTANT's performance. The evaluation will be used in determining future consultant contracts with CITY.
4. **City Responsibility.** The CITY will be responsible for facilitating any necessary meetings and reviewing documents that are submitted by the CONSULTANT.
5. **Consideration for Services.** As and for consideration to CONSULTANT for services required hereunder, CITY shall pay CONSULTANT on a time and materials basis in accordance with CONSULTANT's Proposal and Standard Fee Schedule attached as Exhibit "B". CONSULTANT shall notify CITY at least sixty (60) days prior to the effective date of any changes in CONSULTANT's fee schedule. Payment shall be made to CONSULTANT within 45 days of receipt of Invoice for invoiced costs expended.

Work requested by private developers will be paid to the CONSULTANT directly by the developer who is requesting the work. When work is requested by a developer, the developer will be solely responsible for paying the CONSULTANT either on a time and materials basis, or on the basis of a negotiated scope and fee for each individual project.

Work requested directly by the CITY will be paid to the CONSULTANT as stated above, or on the basis of a negotiated scope and fee for each individual project.

Payment for this project shall be made monthly for invoiced costs incurred during the billing period. The following information shall be used for billing purposes:

- a. **Master Plan Developments** – Proposed developments involving a change in the City's General Plan, change to the Transportation Master Plan, RDO's, and other proposed master plan changes will necessitate the submission of a master utility plan. These developments represent a change from the underlying density and development plan that was used to create the City's utility master plans. These developments must

be modeled and analyzed in detail to ensure compatibility with the City's future infrastructure needs. This review, traffic impact study, transportation modeling, and summary report will ensure proper road sizing and alignment, and determine what other infrastructure (signage, striping, traffic signals, etc.) may be required to provide proper transportation infrastructure for the proposed development. This analysis will ensure the development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.

- b. **Multi-family Residential or Commercial/Industrial Developments** – This review, traffic impact study, transportation modeling, and summary report will occur at time of subdivision or at time of building permit, if required. This analysis will ensure that each development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- c. **Single-family Residential Developments** – This review, traffic impact study, transportation modeling, and summary report will occur at time of subdivision, if required. This analysis will ensure that each development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- d. **Update of Transportation Model using As-built Data**: Periodically, the CITY will request that the transportation model be updated based on the City's latest GIS data. This will ensure that the existing model is kept up to date.

Changes to the scope and consideration hereunder may be made by mutual written change order approved in accordance with CITY's approved purchasing policy.

- 6. **Hold Harmless and Indemnification**. In so far as CONSULTANT may legally do so, it shall hold harmless and indemnify Cedar City, its elected and appointed officials, its employees, agents and assigns from any liability, damages or claims that may result from CONSULTANT's, its agent's or employee's negligence, errors or omissions.
- 7. **Project Schedule**. The CONSULTANT shall endeavor to complete the modeling work requested by the applicant within ten (10) business days of receipt of request. If the scope of such modeling work is complicated or larger than normal, the CONSULTANT shall advise the CITY and the parties shall coordinate an allowance for additional reasonable time to perform the services. The modeling work can either be requested by the CITY, or by an applicant who represents a project that will be submitted to the CITY.
- 8. **Project Documentation**. At any time during or after the project is complete, CITY can request and shall receive any information CONSULTANT or sub-Consultant has prepared for this project. Such information shall include but not be limited to drawings, specifications, studies, computer models, photos, engineering computations, bills of materials or other documentation. The information shall be provided to CITY, either in electronic format or

hard copy as requested by CITY. CITY can use the information at their sole discretion. However, any use of such information without the specific approval of CONSULTANT shall be at CITY's sole risk and without liability to CONSULTANT. CITY shall pay reasonable copying costs.

9. **Termination.** This Agreement may be terminated as follows. Within thirty (30) days of termination, CONSULTANT shall provide the CITY with a then-current copy of all modeling information CONSULTANT possesses and any outstanding project documentation.
 - a. By mutual agreement of the parties in writing;
 - b. By either CITY or CONSULTANT for breach of any material term herein by the other party, 30-days written notice of intent to terminate being required; or
 - c. Upon satisfactory completion of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
11. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
12. **Attorney's fees.** If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all reasonable costs of enforcement of the non-breaching party.
13. **Jurisdiction and Venue.** The parties stipulate that Jurisdiction and Venue is only proper before the Fifth Judicial District Court in and for Cedar City, Iron County, State of Utah.
14. **Insurance Requirements.** CONSULTANT shall carry Worker's Compensation and General Liability insurance as set forth in Exhibit "A", which is hereby incorporated by this reference. CONSULTANT shall furnish CITY with a certificate covering this insurance prior to beginning work on the project. CONSULTANT shall ensure that the insurance certificate is kept current and in force throughout the life of this agreement.
15. **Citizenship Status Verification.** CONSULTANT shall document and verify the citizenship or immigration status of each employee. CONSULTANT shall use one of the electronic verification systems defined in UCA Title 63, Chapter 12. In all contracts with sub-consultants, at any level, CONSULTANT shall require each sub-consultant, at any level, to use an electronic verification system, as defined in UCA Title 63, Chapter 12, to verify the citizenship or immigration status of all employees. All sub-consultants at any level shall be required to certify to the CONSULTANT, by affidavit, that the sub-consultant has verified

through an electronic verification system the employment status of each new employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

GARTH O. GREEN,
MAYOR

(Corporate Seal)

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me GARTH O. GREEN as Mayor of Cedar City, and RENON SAVAGE as City Recorder of Cedar City, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
AVENUE CONSULTANTS

BY: _____

ITS: _____

STATE OF UTAH }
 }ss
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me _____, the signer of the foregoing Agreement, and duly acknowledged that (s)he executed the same.

NOTARY PUBLIC

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Consultant shall carry Worker's Compensation and general liability insurance as indicated below. Consultant shall furnish City with a certificate covering this insurance.

A. Worker's Compensation:

- | | | |
|----|----------------------------------|---------------------------|
| 1. | State: | Statutory |
| 2. | Applicable Federal (e.g. USL&H): | Statutory |
| 3. | Employer's Liability: | |
| | Bodily Injury by Accident | \$1,000,000 each accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | | |
|----|---|----------------------------|-------------------------------------|
| 1. | Premises/operations | \$2,000,000 | each occurrence |
| 2. | Products/completed operations | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 3. | Personal Injury | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 4. | Automobile Liability | \$1,000,000 | |
| 5. | Professional Liability | \$1,000,000 | |
| 6. | If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the amount for each occurrence limit or be written on a per project basis. | | |
| 7. | If policies are written on a Claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement. | | |
| 8. | If policies are written for split limits, limits shall be equal for bodily injury and property damage liability. | | |
| 9. | Cedar City Corporation shall be named as the Certificate Holder on the | | |

Certificate of Liability Insurance form. A signed endorsement from the insurance company stating "Cedar City Corporation is named as an additional insured" shall also be attached to the Certificate of Liability Insurance form. A Blanket additional insured endorsement is acceptable.

CERTIFICATE OF INSURANCE			Issue Date:		
			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below.		
COMPANIES AFFORDING COVERAGE					
			Company Letter A		
			Company Letter B		
			Company Letter C		
			Company Letter D		
			Company Letter E		
<p>Coverage This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability claims made occur <input type="checkbox"/> owners & cont.'s prot. <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
					\$
Access Liability Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/>				Each Occurrence	\$
				Aggregate	\$
Worker's Compensation and Employer's Liability				Statutory Limits	
				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Other					
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

EXHIBIT "B"
PROPOSAL AND STANDARD FEE SCHEDULE

CEDAR CITY COUNCIL

AGENDA ITEM – 21

TO: Mayor and City Council
FROM: City Attorney
DATE: November 10, 2023
SUBJECT: Comprehensive Update to the Cedar City Water Master Plan

DISCUSSION:

As the council is aware, the City contracted with Hansen, Allen & Luce, Inc. to review and update the City's Water Master Plan in order for the City to continue to develop in an orderly manner. The Water Master Plan also creates a vision for the future to help Cedar City provide safe, efficient, and reliable drinking water service to its customers, both now and into the future, at the lowest cost. The Plan defines improvements, resources, and policies that will help achieve those goals for years to come. The proposed Water Master Plan can be viewed by clicking on the link below:

[Comprehensive update to Water Master Plan 2023.pdf](#)

This matter came before the Planning Commission and was given a positive recommendation (see the attached minutes).

Please consider whether or not to approve this comprehensive update to the City's Water Master Plan.

2. PUBLIC HEARING

Comprehensive Update to
Water Master Plan
(Recommendation)

City-wide

Jonathan Stathis/Hansen,
Allen & Luce

Jonathan: We have Steve Jones, and Ridley Briggs here. City contracted about a year ago. They have been working and now ready to bring forward to Planning Commission. It is a comprehensive update to the City Water Plan.

Steve: We used future planning. We used the governor's office growth projection.

Jonathan: This is why the general plan is so important. It is the base map we use to put in infrastructure. The master plan is based on the general plan.

Don: Did we use the inconsistencies?

Steve: For the most part we used the governor's, we placed using your land use plan. It may happen faster, slower, have variances, etc. We can't be right or wrong, because it is in the future. IRC is units. For irrigation, we use irrigable area. How much are people are irrigating. 13950 ERC 11190 irrigated acres that are using water.

Carter: Include parks and golf course?

Steve: No this is drinking water. We look at source, storage, transmission, distribution to get to homes. You have three springs, 8 wells, 8 or so storage tanks. Distribution System, how much each person gets. Indoor and outdoor use. These are responsible numbers. Cedar City isn't wasting a lot of water. 3-acre feet. Key issues: Limited source. Capacity is about 2 years remaining. Job number one is to get more source. Projecting on how fast homes are being built, two years capacity of infrastructure. Capacity of water in the ground and also the pumps pumping. Limited source redundancy. If a well goes down, it makes it hard. No options for new source. We have high pressures in lower areas. Dangerous for city crew. It makes it harder when we are trying to bring water in. Also, when the city is building out this way the pressure is a concern. 3600 available ground water. We are limited by peak day. It ramps up in the summer. There is a volume concern and getting it into the ground. There is a concern with system wide source for the future. That is a lot of water. We have to figure out where it is coming from. You have enough storage to last for 10 years. We discussed a tank being built to slow PSI. A pump station may be a better option. In the future on storage, you have about 15 million gallons That's not the problem, it is the source. More water in to the system, job number one. The cost is depressing. But you live in a desert, and growth is coming. Expansion is expensive. When you convert outdoor water use, to indoor, the money is probably better spent using drinking. There is the northern storage tank. We aren't recommending that. Only benefits at 7psi. It makes more sense to take turns, schedule usage. Optimize turn schedule or automate it. The state is giving many years, but the reality is, the 20/80 cuts are the numbers that are actually available.,

Tom: The council helped acquire 2400 acres of water.

Steve: That is why they are doing that. They are looking to other places.

Jonathan: The city made two purchases basin 71 and a recent one in this valley 1000 acre feet.

Steve: That is a smart thing to do. Without action the main source will be gone in two years.

Paper water that is not attached to real water is not the solution. Planning is our recommendation, keep promoting water conservation. If you allow for higher density, it increases the water requirement.

Tom: Is the recharge a good option?

Steve: Recharge is complex. Sometimes clay blocks. Poo plants are becoming more viable.

Getting more financially feasible. Use this plan when you are thinking about developments.

Update the plan as change takes place. Direct injection has to be drinking water or better. It is more expensive.

Hahn: Question about water use on density. We have had people tell us High Density doesn't necessarily mean less water.

Steve: You would have to have 20 story buildings before the indoor use is more than irrigation. Generally, even apartments have the same level of usage. If you look at the data, multi family is 20% less or 80% of a single family. In general it is less in higher density. The level of service isn't really different. The city will use up more water than higher density. I can't think of a city that is worse off on source.

Open Public Hearing

Ann Clark: The answer is we either all live in High Density apartments, or we slow the growth. Nowhere in the equation does it say slow the growth. What we are doing is irresponsible. We pass more and more developments. When Developers come, do they bring enough water to service the people they are bringing? What good does money do if there isn't water to buy. I know the Mayor is working hard to get water. The building is irresponsible.

L. Henderson: I second wholehearted. We can't afford more water. People still need to be able to make a living.

Tom: Our water is extremely cheap here.

Public Hearing Closed

Councilmember Isom motions for positive recommendation for the Comprehensive Update to the Water Master Plan; Jett seconds; all in favor for unanimous vote.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL
AMENDING THE CITY'S WATER MASTER PLAN

WHEREAS, Cedar City seeks to promote the health, safety, and welfare of its residents and business owners; and

WHEREAS, the Cedar City Water Master Plan was developed in compliance with Utah State Statute found in Title 10, Chapter 9a, Part 4; and

WHEREAS, the City desires to update its Water Master Plan with the applicable attachments provided herein.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, in the State of Utah, as follows:

SECTION 1: ADOPTION. The Cedar City Water Master Plan attached hereto as Exhibit "A" along with and including all Maps and other attached documents, is hereby adopted in its entirety as provided in Exhibit "A" and incorporated herein by this reference.

SECTION 2: REPEALER CLAUSE. All ordinances or resolutions or parts thereof, which are in conflict herewith prior to the date of this Ordinance, are hereby repealed, subsumed, and replaced with the exhibit adopted herein.

SECTION 3: SEVERABILITY CLAUSE. Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DAY. This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of November 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance _____

- Cedar City Water Master Plan -

22

Joel and Kimball

Here is a brief outline of what we are going to talk about. These are 6 ideas for using the WWTP water.

1. WWTP to WRP (western rock pit) bring effluent 7 miles to the pit by coal creek and the airport and mix it with our Coal Creek rights and ask for recharge. If we can change it to Ag use we can use it to fill our lake on the hill, and stop using our perfect water from Quitchipa.
2. WWTP to basin 71 (Holts or others) sell the water to Basin 71 and use it to grow beef and milk and they would pay for it with perfect drinking water from basin 71 to Cedar. Maybe say 50%
3. Refine to perfect drinking water and drink it
4. Refine it to drinking water and inject it into wells up by the old WWTP
5. Trade the water to Ag producers in basin 73 for resting their wells.
6. Mix it with coal creek and irrigate
7. Build pivot fields out by the WWTP and grow crops
8. other