

Cedar City

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

CITY COUNCIL WORK MEETING
SEPTEMBER 18, 2024
5:30 P.M.

Mayor
Garth O. Green

Council Members
Robert Cox
W. Tyler Melling
R. Scott Phillips
Ronald Riddle
Carter Wilkey

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
- IV. Public Agenda
 - Public Comments
 - Main Street Park Electrical System Enhancement Completion & Contribution. Cedar City Rotary Club
 - City Mitigation Grant & Homeless Services in Cedar City. Iron County Care & Share
 - South Interchange Update. Devin Squire, UDOT

Business Agenda

Public

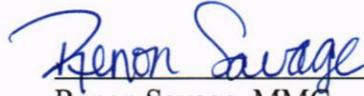
1. Consider placing a plaque on City property noting property donation made by Geo. A Wood. Georgia Smith Johnson
2. Consider a request to locate a memorial plaque on City Property. Whitney Goe/Paul Bittmenn
3. Consider a Pioneering Agreement for Chelsey Phase 1A Subdivision. Go Civil/Paul Bittmenn
4. Consider an amendment to the City's Storm Drain Master Plan at approximately 1900 South Old Highway 91 (Middleton RDO area). Platt & Platt/Kent Fugal
5. Consider a vesting extension agreement with MD Development for Iron Crest Subdivision Phase 2. Platt & Platt/Randall McUne

Staff

6. Consider change orders 1, 2, & 3 for the Terminal Expansion Project. Tyler Galetka
7. Consider accepting a bid from Raven Solar Services, LLC for the removal & reinstallation of the solar panels on Fire Station 1. Fire Chief Mike Phillips
8. Consider accepting a bid from Strout Roofing Inc. for the re-roofing of Fire Stations 1 and 2. Fire Chief Mike Phillips

9. Consider re-allocating funding for the Cedar Canyon spring filtration building. Mayor Green

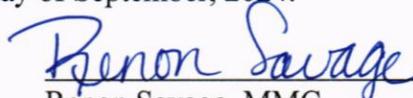
Dated this 16th day of September, 2024.



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 16th day of September, 2024.



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 COUNCIL
AGENDA ITEMS - []
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: September 16, 2024
SUBJECT: Geo A. Wood plaque in the City park

Last week Geogia Smith-Johnson approached the council and asked if the Wood Family Legacy Committee could place a statue of Geo. A. Wood in the City park. After that Council meeting Mrs. Smith-Johnson sent an email stating that they would like to place the statue across the street in front of the train depot. They would like to place a plaque in the park noting the property donation by Mr. Wood. I have looked on the County website for information related to how Cedar City acquired the property and was not able to find any such information. Please consider the request from the Wood Family Legacy Committee.

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: September 16, 2024

SUBJECT: Request to locate a memorial plaque for Richard Bagley on City property.

Mrs. Goe asked to place a 4' tall 8" by 10" plaque at the City park as a tribute to Richard Bagley. It would be a simple inscription reading Richard L. Bagley, DVM "Doc" 1947-2024.

Mrs. Goe asked that the following information about Mr. Bagley be provided to you for those who may not have known him. Mr. Bagley received his degree of Doctor of Veterinary Medicine and returned to Cedar City in 1975. He opened a private practice serving Cedar City and its surrounding areas for 43 years. His specialty was working with large animals including sheep, cattle, and horses. Doc retired from his veterinary practice in the spring of 2018. Doc also had roles in the community including development of the youth 4H horse program, Cedar barrel racing club (CBRC), and the High School Rodeo program. He served for over 20 years on the Color Country bull sale committee and also served as a member of the Iron County cattleman's board. He was selected honorary cattleman of the year in 2005 and received the 2018 Grand Marshall honoree award as nominated by his peers.

The original request was to place a plaque in the park, after some conversation the location has been shifted to the Cross Hollow Arena. Leisure services staff at the arena is aware of the request and has no objection to the request.

Please consider approval of a memorial plaque for Richard Bagley at the Cross Hollow Arena.

CEDAR CITY COUNCIL
AGENDA ITEMS - 3
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: September 16, 2024

SUBJECT: Sewer and water line reimbursement agreement.

When a developer has to extend off-site infrastructure, they may request the City enter into a reimbursement agreement. City ordinance 32-9-I(2) allows a developer that has to extend offsite infrastructure to request a reimbursement agreement through the City. Below is the language from this section of the City's ordinance:

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. Cedar City ordinance 32-9-I(2).

Below is a reimbursement agreement requested by Chelsey PID #1. It is requesting reimbursement for sewer and water infrastructure they have to extend beyond the boundaries of their subdivisions. The proposed agreement has two (2) areas that do not comply with the City's ordinance. First, they are requesting the sewer reimbursement be granted on an area basis, not a frontage basis. Second, they are requesting an automatic extension of the agreement for an additional five (5) years if they don't recoup at least 50% of their estimated costs.

Staff recommends following the City's ordinance for reimbursement agreements by deleting the proposed five (5) year extension and by re-wording the sewer section to be calculated by a frontage method rather than an area method. Extending the time is an issue for staff due to staff turnover and limiting liability to Cedar City. Using an area calculation for the sewer is an issue

as it is unknown if the areas proposed to be served by this line will actually be served by this line or another line in the future. Calculating based on frontage is a cleaner method of producing these agreements as frontage is easily identified as opposed to area which is an engineering best calculation.

AGREEMENT

WATER AND SEWER LINE REIMBURSEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____,
by and between CEDAR CITY CORPORATION, hereinafter referred to as "CITY", and _____
CHELSEY PUBLIC INFRASTRUCTURE DISTRICT NO. 1 of CEDAR CITY, UT,
hereinafter referred to as "CITIZEN".

WITNESSETH:

WHEREAS, CITIZEN has extended and connected to the water and sewer lines belonging to the CITY for the purpose of providing improvements to the CHELSEY PUBLIC INFRASTRUCTURE DISTRICTS NO. 1, Cedar City, Utah. Said water lines having been extended along Lund Highway from Sycamore Trails PUD Ph. 4 to Skyview north boundary frontage as shown in Exhibit A at an estimated installed cost of (Offsite \$762,262.37 – offsite city reimburse (\$238,275.21) + Chelsey combined at bond est. price (\$115,001.00) + Chelsey 1A frontage bond est. price (\$100,615.00) = \$745,603.16. Said sewer lines having been extended from Lund Hwy./2800 N intersection to 4500 West/2800N project intersection as shown in Exhibit B at an estimated installed cost of Sunroc Bid + CO#1 (\$3,288,160.00) – City reimbursement estimate (\$558,725.30) = \$2,729,434.70;

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

EXHIBIT A WATER: CITY does hereby covenant with CITIZEN that if any third party located along the frontage shown on the attached map in Exhibit 'A' connects onto said water as installed by the CITIZEN at any time within ten (10) years from the date of signing hereof, CITY shall, in addition to charging the usual connection and impact fees, collect from said third party the 1/7363 (.0001358) of the above cost multiplied by the lineal foot of the third party's property that is being developed along the water line extension frontage boundary shown on the attached map, and CITY shall then pay that amount over to the CITIZEN until such time as CITIZEN has been reimbursed the full cost of installation, or up and until the expiration of ten (10) years, whichever shall occur first.

EXHIBIT B SEWER: CITY does hereby covenant with CITIZEN that if any third party located within the service area boundary shown on the attached map in Exhibit 'B' connects onto said sewer lines as installed by the CITIZEN at any time within ten (10) years from the date of signing hereof, CITY shall, in addition to charging the usual connection and impact fees, collect from said third party 1/923 (0.0010834) of the above cost multiplied by the number of gross acres of the third party's property that is being developed within the service area boundary shown

on the attached map, and CITY shall then pay that amount over to the CITIZEN until such time as CITIZEN has been reimbursed the full cost of installation less their portion of gross acres developed, or up and until the expiration of ten (10) years, whichever shall occur first. CITY in no way guarantees payment to CITIZEN except to the extent that funds are collected from such third party and in accordance with the terms set forth above.

If CITIZEN has not received reimbursement of at least 50% of the total installed cost listed above on either the water or sewer portion as independent reimbursements total costs within the original ten (10) year term, then this agreement shall automatically be extended for an additional five (5) year term. If the agreement is extended, then CITY shall pay the reimbursement amount described above to the CITIZEN until such time as CITIZEN has been reimbursed the full cost of installation, or up until the expiration of the additional five (5) years, whichever shall occur first.

This agreement will become effective at such time as the water and sewer lines are installed, accepted by Cedar City, and put into service.

DATED this _____ day of _____, 20_____.

CEDAR CITY CORPORATION:

GARTH O. GREEN, MAYOR

[Corporate Seal]

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 O. Green, know 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 O. 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 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.

Stamp

NOTARY PUBLIC

EXHIBIT 'A'

WATER AREA BOUNDARY MAP

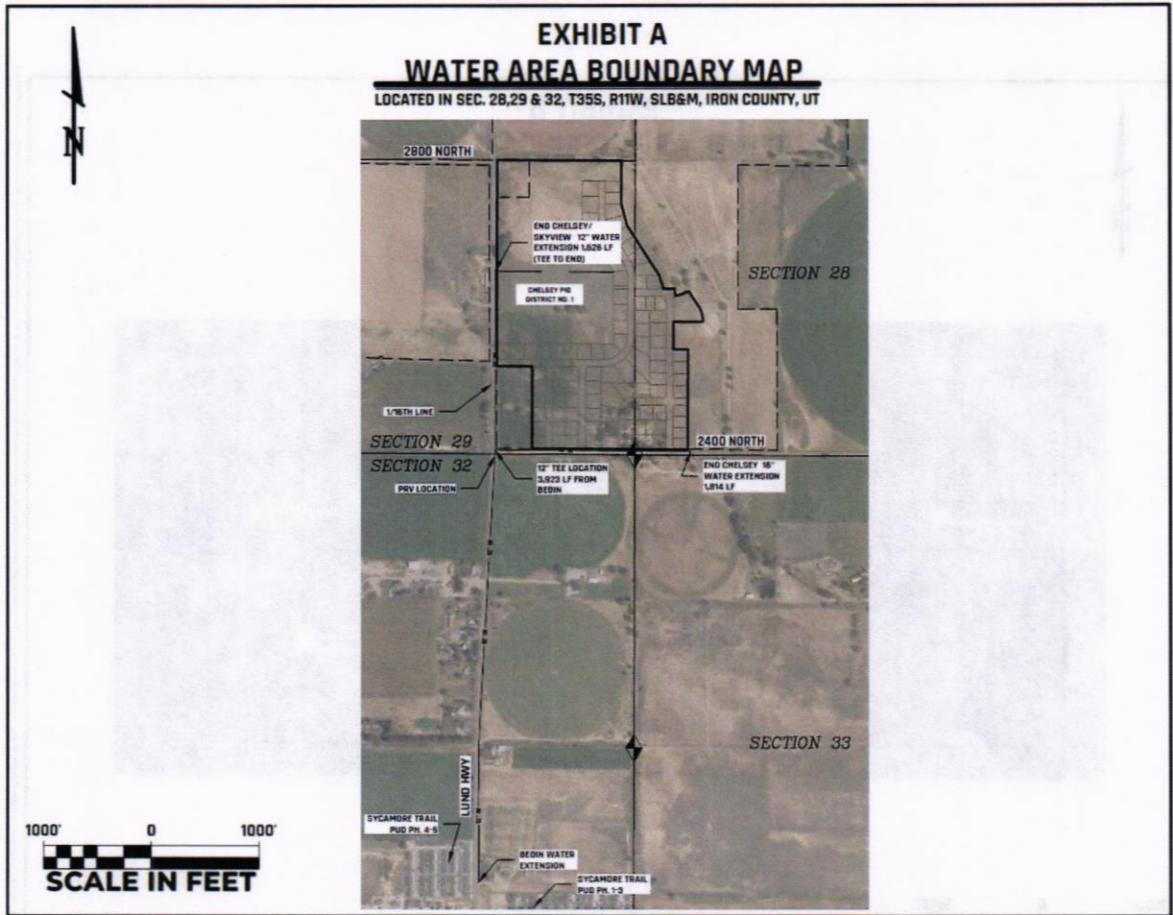
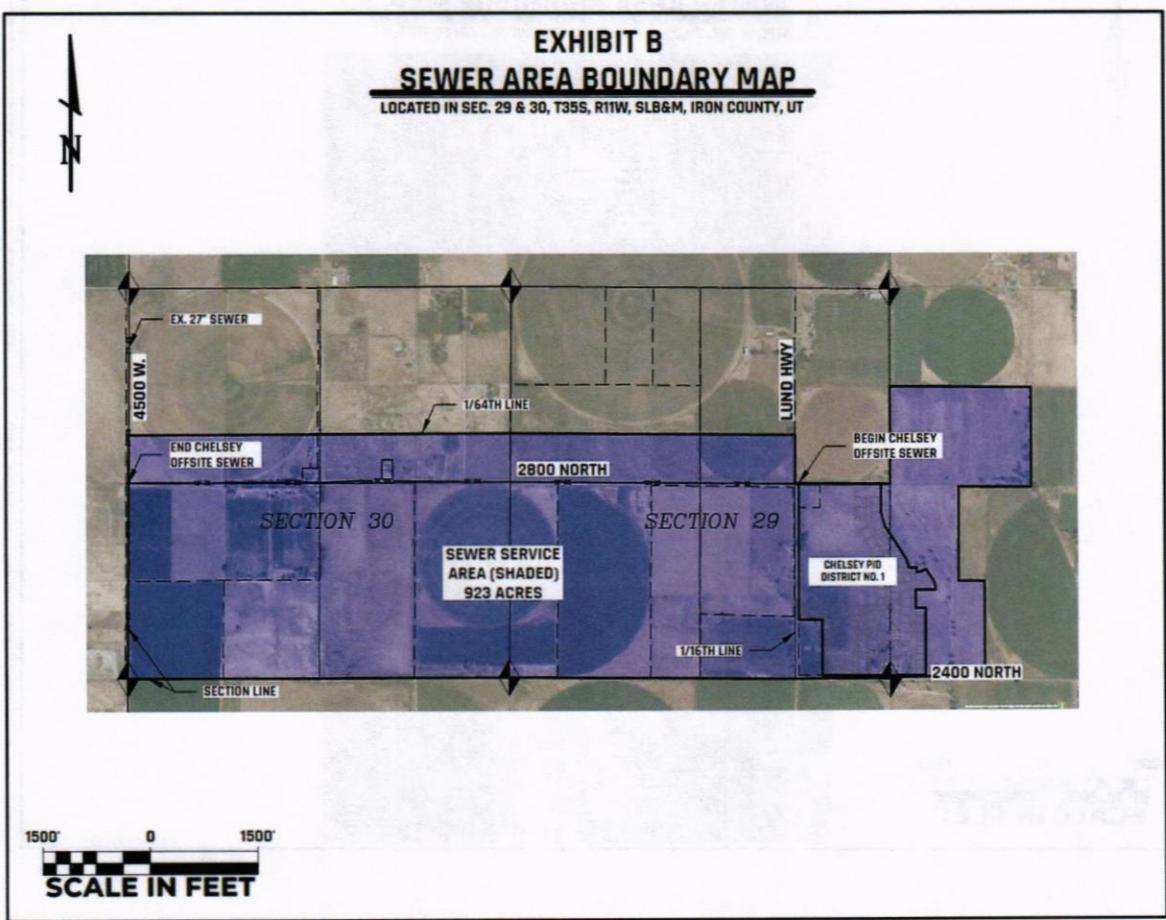


EXHIBIT 'B'

SEWER AREA BOUNDARY MAP



**CEDAR CITY
CITY COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Kent Fugal, City Engineer

Council Meeting Date: September 18, 2024

Subject: **Amendment to the City's Storm Drain Master Plan at approximately 1900 South Old Highway 91 (Middleton RDO area).**

Discussion: On April 16, 2024, the Planning Commission considered an amendment to the City's Storm Drain Master Plan to add a regional storm drain system in the area of 1900 S Old Highway 91 and forwarded it to the City Council with a positive recommendation. City Council subsequently held a public hearing on the matter on May 1, 2024 and considered an ordinance to adopt the amendment on May 8, 2024. The decision at the May 8 meeting was to table the item until additional details could be worked out and presented to Council.

In the time since May 8, the City's stormwater modeling consultant, Sunrise Engineering, has analyzed the affected area and sized two storm drainage channels and a detention pond. Engineering has reviewed the information from the consultant and concurs with the findings.

Please refer to the attached exhibit for more information regarding the proposed amendments.

Please consider whether to amend the City's Storm Drain Master Plan to incorporate these proposed amendments.

CEDAR CITY STORM WATER MASTER PLAN UPDATES

DATE: 09.06.2024



Legend

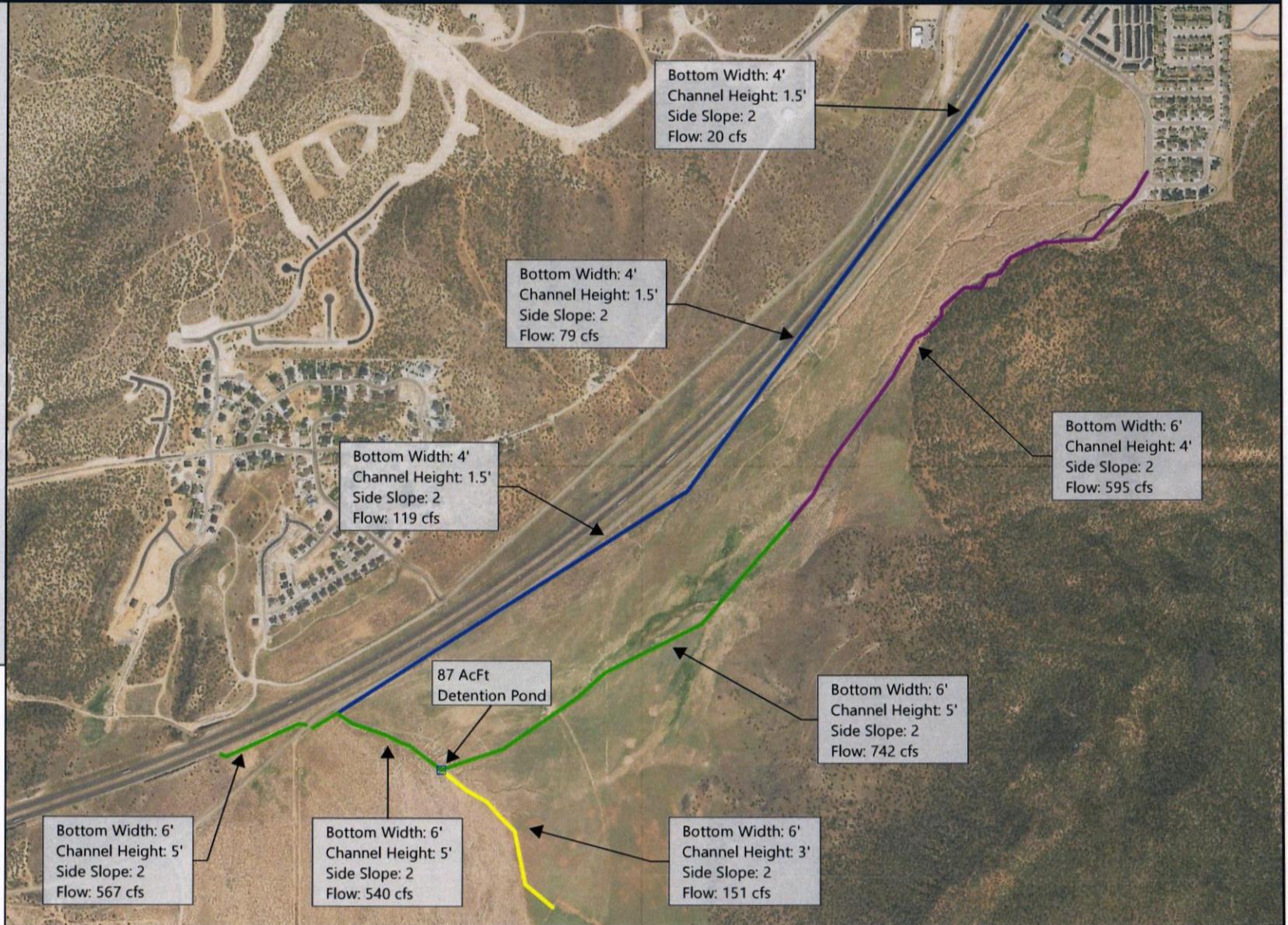
Trapezoid Channel

- 1.5' Depth
- 3' Depth
- 4' Depth
- 5' Depth

Detention Pond



0 400 800 Feet



**CEDAR CITY
COUNCIL AGENDA ITEM 5
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: City Attorney

DATE: September 16, 2024

SUBJECT: Vesting Extension Agreement – MD Development (Iron Crest Ph1)

Cedar City Ordinance 32-10(G) provides the Council with

“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.”

Platt & Platt, on behalf of MD Development, asks the Council to use this authority to grant an extension on a two-year recording requirement for a final plat that expired in June. Changes, of course, have been made to the City’s ordinances and Engineering Standards since the original final plat was approved. Without running the final plat through the full process, staff would not be able to say what changes might affect this final plat that this extension would avoid. Additionally, without this extension, MD Development would have to begin the process again.

Two things should be noted for Council in this consideration. First, the ability to record a final plat is within the control of the developer. MD Development could have submitted the requisite bonding prior to the end of the 2-year period but did not. Unlike the last extension you granted, MD Development has not installed any of the public improvements for this phase.

Second, Bob Platt indicated during the Planning Commission meeting that he intends to modify the final plat. The proposed modification is not before you. You are only asked to decide if the originally approved final plat is still valid. Whether a modification can be made at this stage without restarting at least part of the process will be addressed at the staff level under our new ordinance.

The Planning Commission gave a positive recommendation for the requested extension, listing the extension as one year from the date of any Council approval. Minutes from their discussion are included below.

2. PUBLIC HEARING
Final Plat Extension
(Recommendation)

Iron Crest Phase 2

Platt & Platt

Bob Platt: This is Iron Crest Phase 2. Phase 1 is basically completed. It is zoned R-1 lots. We have made a few less lots, made them bigger. It has never been recorded. Water is not an issue. It came to the city with the property. This is a request to extend the timeline, the vesting period is up. It has nothing to do with water. Water came to the city about 10 years ago. Phase 1 is paved.

Hahn: Extending the timeline for the ordinances and standards that were in place when approved.

Randall: The key is the ability and authority that the council has to enter into agreements which provide vesting rights contrary to the normal vesting ones in the ordinance. Anytime we are extending, the council makes that decision. I think the goal of Mr. Platt is to not start the process over. I wanted to verify, the final plat, was it approved through council.

Platt: The vicinity plat approved for all phases. We configured all the lots.

Cox: What about retainage?

Platt: That is in phase 3.

Randall: Main thing to consider, why there is a vesting period. We don't vest most things forever because things change. There may be new requirements in the ordinances or in the code. We may have drainage requirements that have changed because the last one, two and a half years ago is no longer functioning and things are flooding. Sometimes those things will change in between and that is the city's number one concern is if anything's changed in between.

Cox: Do you know if anything has changed on this one?

Randall: It's hard for us to know because if they don't go through the process, we don't recheck everything. If they go through it, we do.

Cox: But do you know anything at this point again?

Randall: I'm not aware of anything.

Cox: I am familiar with the property. Where we have master planned drainage doesn't make sense. It should go down to that and to the west. They built the townhomes now you can't get the water where you said. It isn't your problem, but it is the problem to those north of you.

Platt: South side of Equestrian there is a channel. Our project design is going to take care of our drainage.

Cox: It is to the south. They want it to go uphill because of the townhomes and they over-axed, and now it is two feet above road grade. It has to go that way and over at some point.

Kent: One of the things we are working with other developers in the area is to come up with a profile for how deep it can be without it having a lift station. That is something we are in the process of right now.

Cox: I know it will be an issue.

Randall: That is exactly the issues we are talking about. We may not know some of those things that have changed. Previously with the other one that came through, they

had some infrastructure in place. With the changes, they would have had to pull it up.

Does this have any?

Platt: No infrastructure.

Cox: Does their current drainage plan take care of their water? That will be an issue.

Platt: The project was designed to take care of its own water.

Randall: One thing that we push for now is to make sure those things are in place. Kent can you take care of that to look at anything that may have changed prior to City Council.

Cox: What time frame for the extension?

Platt: Six months to a year.

Randall: You need to have a date.

Platt: The pavement has been completed, now there are houses going up.

Randall: The other one asked for 18 months, we gave them 6 months or a year.

Kent: The one thing I am not sure how we handle, they are requesting an extension, but their intention is not what was approved.

Randall: I am not sure how well this tool works.

Kent: What does the process look like for them to get to where they want to be for the extension,

Randall: Submit the final plat extension.

Kent: The improvements are consistent. The phasing and lot layout is changing.

Hahn: We allow them to make changes to the layout and phasing, but is that allowed at final plat?

Randall: Vicinity plans may be vague. Your vicinity plan for later phases.

Cox: Based on this we reduce the density.

Hahn: Just the extension is on the agenda. You're going to have to make the modifications at a later date.

Platt: The hope is to go through the modifications without having to go back to square one.

Randall: Is he allowed to still file is the question at hand.

Public Hearing Opened

Public Hearing Closed

Jett motions for a positive recommendation for a Final Plat Extension for one year from when it is approved by City Council; Davis seconds; all in favor for unanimous vote.

The meeting was adjourned at 5:35 p.m.

VESTING EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of September, 2024, by and between Mike Adamson, member in MD DEVELOPMENT, LLC, herein referred to as CITIZEN, and Cedar City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, herein referred to as CITY. Collectively the CITIZEN and CITY may be referred to as the PARTIES.

WITNESSETH:

WHEREAS, CITIZEN is developing Iron Crest Subdivision Phase 2 located at approximately 1100 North 3900 West in Cedar City, Utah; said property being more particularly described as attached in Exhibit A; and

WHEREAS, the Council previously approved the final plat for this subdivision on or about June 22, 2022, vesting the property in certain then-existing ordinances and requiring the recordation of the plat within two years to maintain that vested approval; and

WHEREAS, due to unforeseen circumstances, CITIZEN has been unable to complete all the public improvements or to bond for the remaining public improvements to get the final plat recorded within the two-year requirements, namely June 22, 2024; and

WHEREAS, CITIZEN has already paid the required fees, including water acquisition fees, to obtain the original approval, but CITIZEN has not installed any public improvements for Phase 2 although the public improvements for Phase 2 will connect with improvements installed in Phase 1.

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

1. CITIZEN will complete the required public improvements, complete the bonding/letter of credit requirements, and record the final plat prior to September 25, 2025.
2. CITY agrees to extend, pursuant to Cedar City Ordinance 32-10(G), the vesting period for recording of the plat, until September 25, 2025.
3. CITIZEN acknowledges that if the final plat is not recorded by September 25, 2025, all vesting shall expire, and CITIZEN will be required to restart the process.
4. CITIZEN acknowledges that this extension does not approve, deny, or otherwise consider any modifications to the final plat approved by Council on June 22, 2022. Assuming City ordinance allows any changes, any such modifications must comply with all City ordinances existing at the time the completed application for the modified final plat is submitted.

5. This Agreement shall not be recorded in the office of the Iron County Recorder as the final plat has not yet been recorded.
6. This Agreement shall be binding upon the respective heirs, legal representative, successors, and assigns to the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the day and year set forth above:

CHOICE LIFESTYLES, LLC:

By: _____
MIKE ADAMSON
Member of MD Development, LLC

CITY:

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

1. The land shown on this plat is the same as that shown on the plat of the same name filed for record in the office of the County Clerk of this County, Missouri, on the 14th day of June, 1900.

2. The land shown on this plat is the same as that shown on the plat of the same name filed for record in the office of the County Clerk of this County, Missouri, on the 14th day of June, 1900.

3. The land shown on this plat is the same as that shown on the plat of the same name filed for record in the office of the County Clerk of this County, Missouri, on the 14th day of June, 1900.

WITNESSED my hand and the seal of said County at St. Louis, Missouri, this 14th day of June, 1900.

EXHIBIT A

- Final Plat -

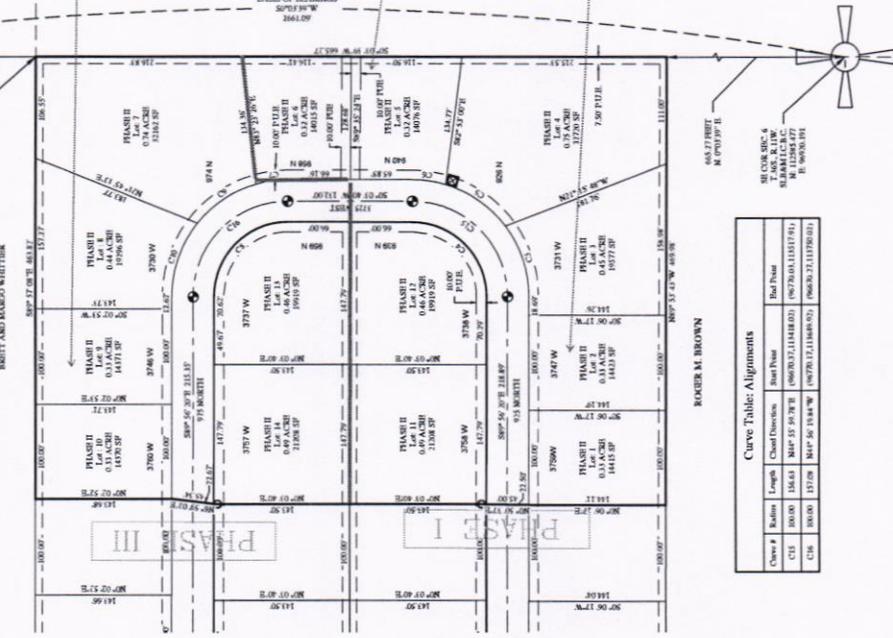
**FINAL PLAT OF
IRON CREST PHASE 2**
WITHIN THE SE1/4 SECTION 6, T. 36 S., R. 11 W., S184M
CEDAR CITY, UTAH

EAST 1/4
CORNER S.E. 6
T. 36 S., R. 11 W., S184M
N: 135265.556
E: 99953.012

SECTION LINE
P.O.B.
BASIS OF BEARING
S 0° 0' 0" W 364.97'

Curve Table

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	17.05	30.00	89° 48' 47"	347.07 1/2 W	42.36
C2	46.14	30.00	89° 48' 47"	347.07 1/2 W	42.36
C3	79.53	125.00	17° 12' 57"	807° 37' 38" E	78.18
C4	131.74	75.00	90° 00' 00"	849° 07' 47" E	109.60
C5	77.50	125.00	16° 44' 52"	849° 41' 49" E	76.21
C6	84.31	125.00	16° 44' 52"	849° 41' 49" E	81.25
C7	84.31	125.00	16° 44' 52"	849° 41' 49" E	81.25
C8	131.74	75.00	90° 00' 00"	849° 07' 47" E	109.60
C9	77.50	125.00	16° 44' 52"	849° 41' 49" E	76.21
C10	82.88	125.00	16° 44' 52"	849° 41' 49" E	81.31



Curve Table: Alignments

Curve #	Radius	Length	Chord Distance	Start Point	End Point
C15	100.00	156.63	344° 55' 30" W	(89278.04, 11517.94)	(89278.04, 11517.94)
C16	100.00	177.08	344° 36' 13.84" W	(89278.71, 11484.52)	(89278.71, 11484.52)

BRIST AND MARKED WHITE LINE

ROBERT M. BROWN

ROCKY MOUNTAIN POWER

CEDAR CITY COUNCIL

AGENDA ITEM - 4

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: September 18, 2024
SUBJECT: AIP 049 – Terminal Change Orders 1, 2, and 3

DISCUSSION:

Approve Change Order 1, 2, and 3 for Terminal Expansion Project:

The terminal expansion project is going well, however, there are several issues we've encountered along the way. These changes were not anticipated in the bidding process and now must be addressed. The change orders are as follows:

Change Order 1 includes upgrades in the construction area perimeters to increase security as required by the Transportation Security Administration (TSA). We were informed by the TSA of the upgrades at the beginning of construction.

Change Order 2 includes the purchase of barricades and fencing to comply with FAA and TSA requirements to completely secure and mark the construction site perimeter. These items will be left to the airport and the close of construction next year.

Change Order 3 includes the addition of stormwater cleanouts for the underground stormwater systems at the terminal that were not included in the original plans or in the existing system. This addition will benefit in the maintenance of the system and prevent the excavation of the lines in the future.

If approved, these change orders will be requested on the existing FAA AIP Grants, where the airport will be required to pay 5% of the total costs. Total cost increase will be \$25,958.00, at which the airport will need to budget for \$1,297.90 in next year's budget.

Attached are the proposed contract change orders. The airport staff is looking for approval to move forward with a requesting the final approval from the FAA.

AIP PROJECT NO. 3-49-0005-049-2024

CHANGE ORDER NO. 1

AIRPORT Cedar City Regional Airport

LOCATION Cedar City, Utah

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

ITEM 1: Screen mesh is to be installed in the terminal area above the temporary wall constructed to provide a temporary separation from screened passengers and non-screened passengers. Please refer to the attached change Directive ASI-1 for visual location.

The contractor was directed to install a screen mesh and horizontal and vertical bracing material to secure the screening material. The Mesh to be a standard charcoal-light gray, wrinkle free fiberglass material, to allow airflow through the material and protects against debris being thrown over the security separation wall.

ITEM 2: The exterior AOA fencing was determined to require better securement to maintain the security measures required. The contractor provided additional posts

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

The TSA decided after bidding they wanted the temporary wall to have screening installed above the wall up to the height of the roof beam structure to provide a higher level of security between the secure and nonsecure side of the temporary barricade, a 10' high solid wall.

3. Justifications for unit prices or total cost.

The TSA had been consulted prior to bidding but his had never been raised. The temporary wall was 10' tall. Local

4. The sponsor's share of this cost is available from: **Sponsor's Funds**

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?

Yes No When _____ With Whom _____

Comment _____

Submit to the FAA

ASI 1 – ADDITIONAL SCREEN MESH FOR TSA

PROJECT NUMBER:	2022_CDC_01		
PROJECT NAME:	CDC Terminal Expansion		
TO:	Bud Mahas Construction, Inc. 3260 E Deseret Dr St. George, UT 84790	DIRECTED BY JVIATION:	ASI 001
ATTN:			PREVIOUS SUB. NO.:
CONTRACTOR/SUPPLIER:		REVIEWED BY:	
ATTN:			
DATE SENT:	05/01/24		
SIGNATURE:	<i>Adam Acree</i>		

We are sending you this request via: *Email*

ITEM NO.	DESCRIPTION	ACTION
1	ASI #01	Provide change order cost with breakdown of material and labor.

CHANGE DIRECTIVE:

Please provide a cost to provide and install temporary screening above the temporary separation wall between the secure and nonsecure sides of the wall.

1. Contractor to install screen mesh as indicated on Exhibit CD-001 and G-002.
2. Mesh to be a standard charcoal-light gray, wrinkle free fiberglass material.
3. Mesh shall allow airflow and protects against debris being thrown over the wall.
4. Contractor to install horizontal and vertical bracing material to secure the screening material via approved means and methods for installation.
5. Contractor to restore all connection areas to original condition when the mesh is removed.

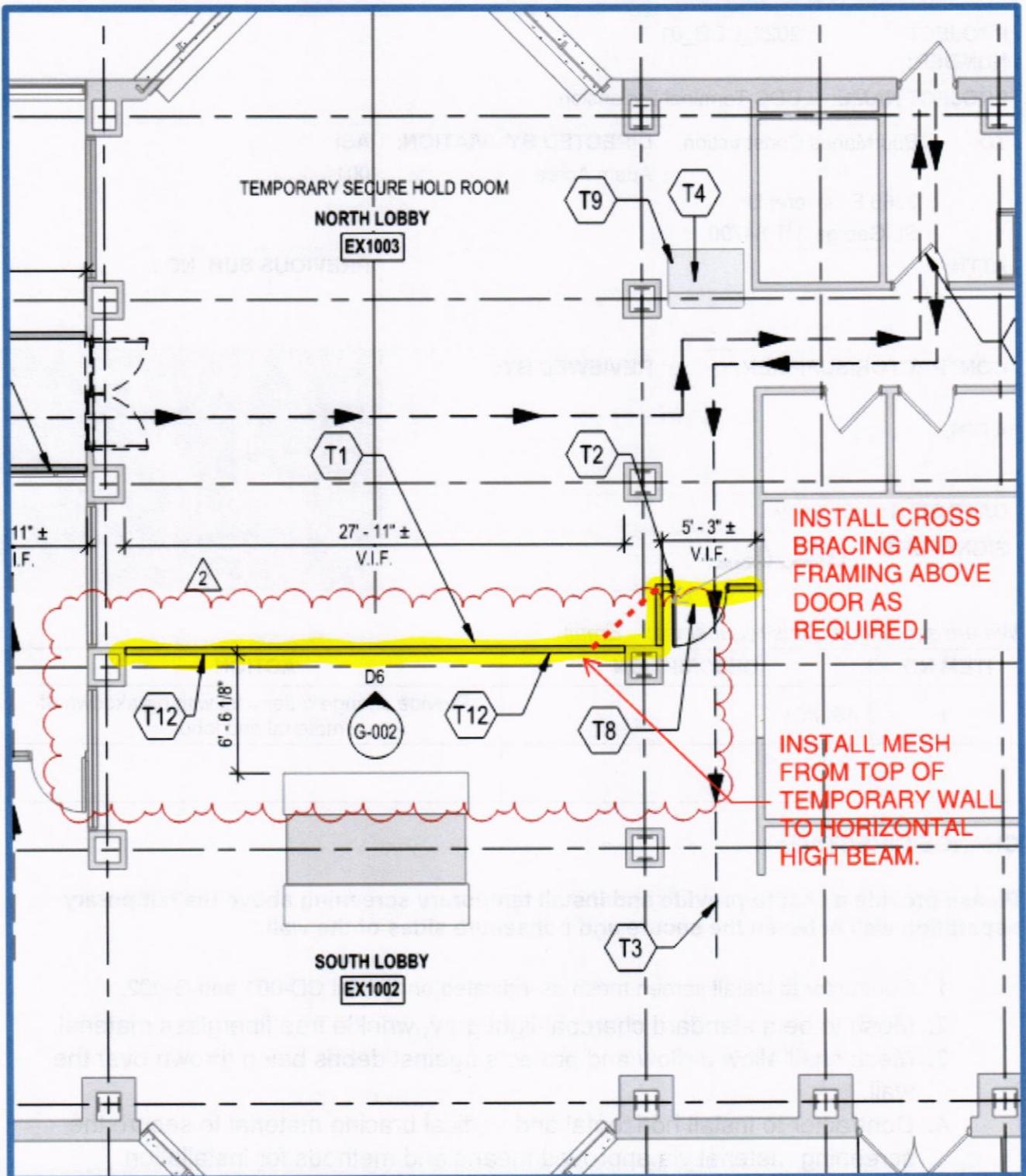


EXHIBIT: CD-001

PROJECT NUMBER:		2022_CDC_01	
PROJECT NAME:		CDC Terminal Expansion	
TO:	Bud Mahas Construction, Inc. 3260 E Deseret Dr St. George, UT 84790	DIRECTED BY JVIATION:	ASI 001
ATTN:			PREVIOUS SUB. NO.:
CONTRACTOR/SUPPLIER:		REVIEWED BY:	
ATTN:			
DATE SENT:	05/01/24		
SIGNATURE:	<i>Adam Acree</i>		

We are sending you this request via: *Email*

ITEM NO.	DESCRIPTION	ACTION
1	ASI #01	Provide change order cost with breakdown of material and labor.

CHANGE DIRECTIVE:

Please provide a cost to provide and install temporary screening above the temporary separation wall between the secure and nonsecure sides of the wall.

1. Contractor to install screen mesh as indicated on Exhibit CD-001 and G-002. Mesh basis of design: [96" x 100 Ft Fiberglass Screen | Rolls Of Screen \(metroscreenworks.com\)](#)
2. Mesh to be a standard charcoal-light gray, wrinkle free fiberglass material.
3. Mesh shall allow airflow and protects against debris being thrown over the wall.
4. Contractor to install horizontal and vertical bracing material to secure the screening material via approved means and methods for installation.
5. Contractor to restore all connection areas to original condition when the mesh is removed.

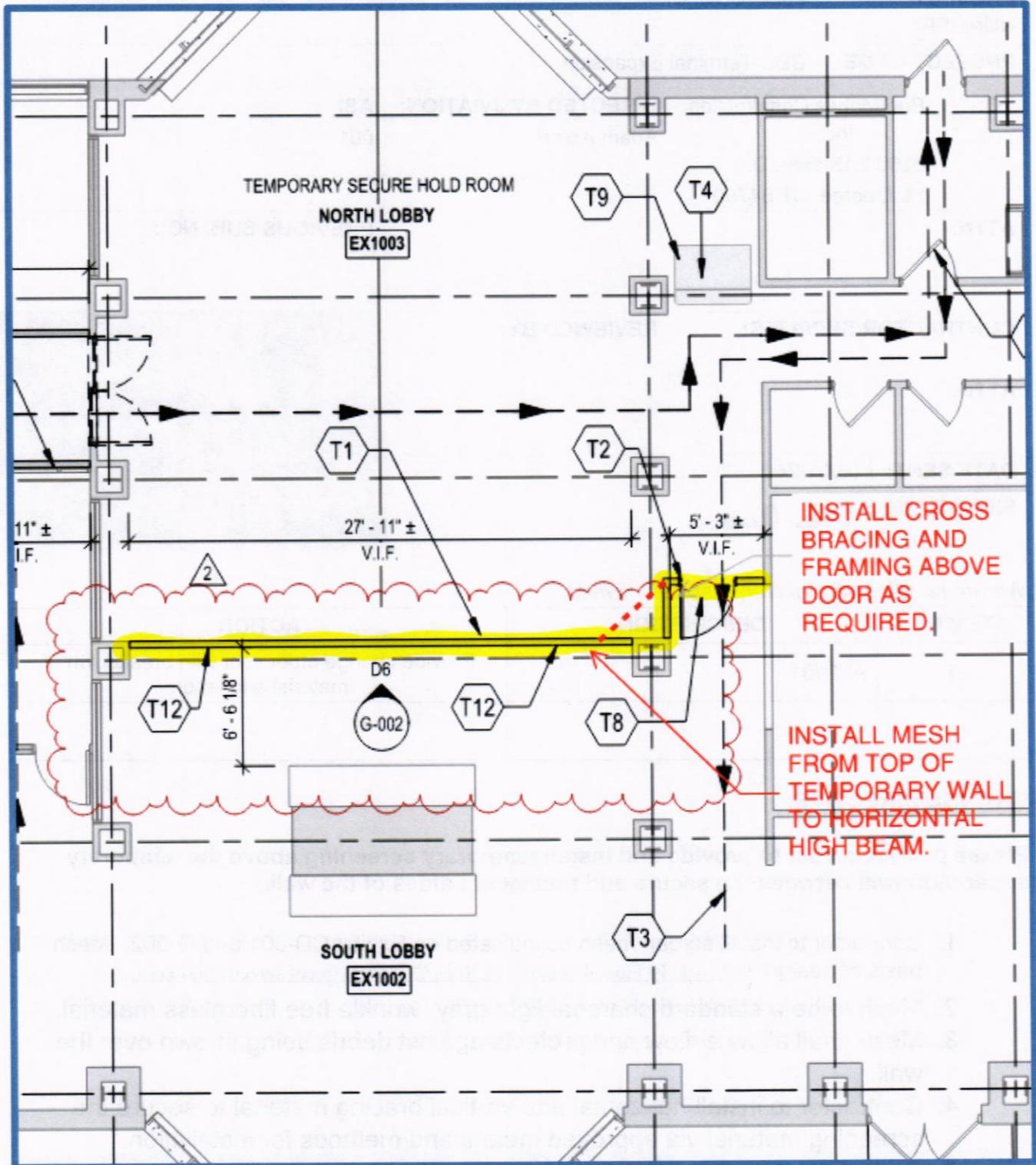


EXHIBIT: CD-001

BUD MAHAS

CONSTRUCTION INC

5/16/2024

Correspondence # 001

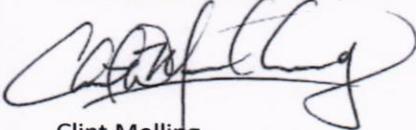
Mr. Adam Acree
Jviation Architects

Re: CDC Airport Expansion

Dear Adam

Bud Mahas Construction	Security Mesh	Materials	\$	434.00
		Labor 16 Hrs @\$50	\$	800.00
		Lift Rental	\$	250.00
	Temp Fencing Securing	Materials	\$	600.00
		Labor 40 Hrs @\$50	\$	2,000.00
		<u>Subtotal</u>	\$	4,084.00
BMC Profit & Overhead @ 15%			\$	612.60
BMC Bond @ 1%			\$	46.97
		<u>Total</u>	\$	4,744.00

Sincerely,
Bud Mahas Construction, Inc.



Clint Melling
Project Manager

Cc: BMC Salt Lake

CONTRACT CHANGE ORDER NO. 2

or

SUPPLEMENTAL AGREEMENT NO. _____

AIRPORT Cedar City Regional Airport DATE September 9, 2024

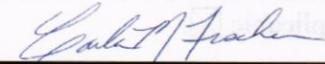
LOCATION Cedar City, Utah AIP PROJECT NO. 3-49-0005-049-2024

CONTRACTOR Bud Mahas Construction

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Additional FAA Barricdes and fencing	LS	1	1	\$13,237.00
This Change Order Total		\$	13,237.00		
Previous Change Order(s) Total		\$	4,744.00		
Total Change Orders		\$	17,981.00		
Original Contract Value		\$	4,540,000.00		
Revised Contract Total		\$	4,560,551.89		

The time provided for completion in the contract is (unchanged). This document shall become an amendment to the contract and all provisions of the contract will apply. No Changes are shown in the consttuction documents.

Recommended by:  September 9, 2024
Project Manager **Date**

Approved by:  9-11-2024
Owner **Date**

Accepted by: _____
Contractor **Date**

Approved by: _____
Federal Aviation Administration **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-49-0005-049-2024

CHANGE ORDER NO. 2

AIRPORT Cedar City Regional Airport

LOCATION Cedar City, Utah

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).

ITEM 1: It was determined an insufficient number of FAA low profile barriers for use on the ramp were noted on the plans.

ITEM 2: Additional temporary fencing was required to completely secure the construction site perimeter on the AOA.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*

Additional FAA barricades were required and additional fencing was also needed to properly secure the site.

3. Justifications for unit prices or total cost.

Documentation from Contractor is attached.

4. The sponsor's share of this cost is available from: **Sponsor's Funds**

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?

Yes No When _____ With Whom _____

Comment _____

Submit to the FAA

BUD MAHAS

CONSTRUCTION INC

5/30/2024

Correspondence # 002

Mr. Adam Acree
Aviation Architects

Re: CDC Airport Expansion

Dear Adam

OTW Safety	Added Barricades 560 Lf of 275 Lf on plans	\$	7,903.95
Kirkland Fencing	Added Temp Fence 900 Lf of 470 Lf on plans	\$	3,492.74

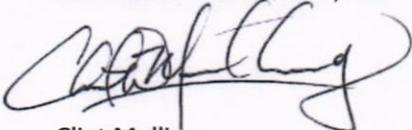
Subtotal \$ 11,396.69

BMC Profit & Overhead @ 15% \$ 1,709.50

BMC Bond @ 1% \$ 131.06

Total \$ 13,237.00

Sincerely,
Bud Mahas Construction, Inc.



Clint Melling
Project Manager

Cc: BMC Salt Lake

917 West Duluth Avenue - Salt Lake City, UT 84116
Phone (801) 521-7533 - Fax (801) 531-0314
www.budmahas.com



Kirkland Fence and Garden 1930 E 2450 S
 St. George, UT 84790 435-628-0844
 Kirklandfenceandgarden@gmail.com Kirklandfenceandgarden@gmail.com

INVOICE # 0007792

05/29/2024

BILL TO:

SHIP TO:

Bud Mahas

Cedar Airport

St. George, UT

Additional charges to apply for missing or damaged material and rent over 13 months.
 Picked up 5/13/24

QTY.	SOURCE #	ITEM	AMOUNT
13	NONE	900' temp fence. Rental only. Material picked up and to be returned yard by customer @ 524.34 =	6816.42
1	NONE	consist of 75 panels, 68 stands, 7 flat stand, 52 posts, 20 clamps @ 0.00 =	0.00
SUB TOTAL:			\$ 6816.42
6.75% SALES TAX:			460.11
TOTAL AMOUNT DUE:			\$ 7276.53

All accounts due within 10 days of purchase. A FINANCE CHARGE of 2% per month (ANNUAL PERCENTAGE RATE 24%) minimum \$.50 will be made on past due balances. Title t the merchandise described above shall remain in the seller until full amount is paid in full. In the event this account is placed in the hands of a collector or attorney for

70 AR10x96 Low Profile Barricades + 140 AHL Dual-Mode Lights | Bud Mahas Construction | Cedar City, UT 84721 (Will-Call)

Quote created: March 15, 2024 Reference: 20240315-120644166

Bud Mahas Construction

917 Duluth Avenue
Salt Lake City, UT 84116
United States

Adam Mahas

adam@budmahas.com
801-833-5602

Comments

- a. All items are in stock and ready to ship.
- b. Freight rates will need to be updated 15 days after initial quote.

Bryan Peterson - "Account Manager" OTW Safety



Products & Services

Item & Description	Item SKU	Unit Price	Unit Discount	Quantity and total
--------------------	----------	------------	---------------	--------------------

AR10X96 LOW PROFILE -UT-ORANGE52

UT-AR-10X96-OR52

\$138.97

\$6.00

70 x ~~\$138.97~~
after \$420.00 discount
\$9,307.90

Low profile airport barricade, exceeds requirements of FAA AC150/5370-2G (April 2017)

COLOR: Safety Orange

MATERIAL: UV-resistant HDPE with reflective sheeting (5" x 72" | 12.7cm x 183cm) installed.

WEIGHT: 19 - 270 lbs | 12.7 to 122.5 kg

OPTIONAL ACCESSORIES: 2x Hazard Lights, 2x Hazard Flags

AHL DUAL-MODE SOLAR LIGHT - RED52

LT-AHL-RD-DM52

\$43.95

\$6.00

140 x ~~\$43.95~~
after \$840.00 discount
\$5,313.00

Advanced airport hazard light w/ multi-function switch - 360-degree

COLOR: Red

RATING: IP65

FAA AC150/5370-2F compliant

WILL CALL - GRAMERCY

FRT-W-C-GRAM

\$50.00

1 x \$50.00

Customer will manage all aspects of order fulfillment. Additional fees may be assessed to correct customer errors.

LOCATION: 1698 South Gramercy Rd, Suite B, Salt Lake City, UT 84104

Suite B is located on the South End of the Building.

HOURS: 9:00 AM to 3:00 PM

Note: Holidays may impact operating hours.

We will alert you once it is ready to be picked-up. Please allow 48 hours for pick-up confirmation.

One-time subtotal	—————	\$14,670.90
after \$1,260.00 discount		
UT State Sales Tax 7.75%	—————	\$1,136.99
		7.75% tax
Total	—————	\$15,807.89

This quote expires on March 30, 2024

CONTRACT CHANGE ORDER NO. 3

or

SUPPLEMENTAL AGREEMENT NO. _____

AIRPORT Cedar City Regional Airport DATE September 9, 2024

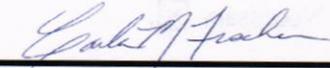
LOCATION Cedar City, Utah AIP PROJECT NO. 3-49-0005-049-2024

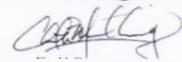
CONTRACTOR Bud Mahas Construction

You are requested to perform the following described work upon receipt of an approved copy of this document or as directed by the engineer:

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Additional Storm Clenouts	LS	1	1	\$7,977.00
This Change Order Total		\$	7,977.00		
Previous Change Orders (1-2)		\$	17,981.00		
Total Change Orders		\$	25,958.00		
Original Contract Value		\$	4,540,000.00		
Revised Contract Total		\$	4,567,419.94		

The time provided for completion in the contract is (unchanged). This document shall become an amendment to the contract and all provisions of the contract will apply. No Changes are shown in the constnuction documents.

Recommended by:  August 28, 2024
Project Manager **Date**

Approved by:  9-11-2024
Owner **Date**

Accepted by: _____ _____
Contractor **Date**

Approved by: _____ _____
Federal Aviation Administration **Date**

NOTE: Change Orders and Supplemental Agreements require FAA approval prior to construction, otherwise no Federal participation can be granted. State Aeronautics concurrence is required when state participation is anticipated.

AIP PROJECT NO. 3-49-0005-049-2024 CHANGE ORDER NO. 3

AIRPORT Cedar City Regional Airport LOCATION Cedar City, Utah

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed contract change(s) and location(s).
The Site utilities subcontractor noticed there were no clean-outs provided for the storm drain line and recommended adding some for the benefit of the airport maintenance of the storm lines.

2. Reason(s) for the change(s) *(Continue on reverse if necessary)*
By providing the storm cleanouts, it will enable the airport to better maintain the lines from clogging.

3. Justifications for unit prices or total cost.
Documentation from Contractor is attached.

4. The sponsor's share of this cost is available from: **Sponsor's Funds**

5. If this is a supplemental agreement involving more than \$2,000, is the cost estimate based on the latest wage rate decision? Yes No Not Applicable .

6. Has consent of surety been obtained? Yes Not Necessary .

7. Will this change affect the insurance coverage? Yes No .

8. If yes, will the policies be extended? Yes No .

9. Has this (Change Order) (Supplemental Agreement) been discussed with FAA officials?
Yes No When _____ With Whom _____

Comment _____

Submit to the FAA

BUD MAHAS

CONSTRUCTION INC

6/26/2024

Correspondence # 003

Mr. Adam Acree
Aviation Architects

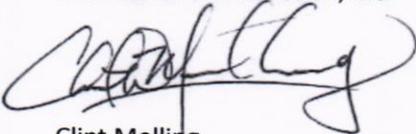
Re: CDC Airport Expansion

Dear Adam

Renegade Contractors \$ 6,868.05

	<u>Subtotal</u>	\$ 6,868.05
BMC Profit & Overhead @ 15%		\$ 1,030.21
BMC Bond @ 1%		\$ 78.98
	<u>Total</u>	\$ 7,977.00

Sincerely,
Bud Mahas Construction, Inc.



Clint Melling
Project Manager

Cc: BMC Salt Lake

ESTIMATE

Renegade Contractors LLC.
 1467 S Hillcrest Drive #2
 Washington, UT 84780

renegadecontractors@gmail.com
 +1 (435) 674-4520
 renegade-contractors.com



Bud Mahas Construction

Bill to
 Bud Mahas Construction
 917 Duluthe Ave.
 Salt Lake City, Utah 84116

Ship to
 Bud Mahas Construction
 917 Duluthe Ave.
 Salt Lake City, Utah 84116

Estimate details

Estimate no.: 1263
 Estimate date: 06/26/2024

Project: Cedar Regional Terminal Exp.

#	Date	Product or service	Description	Qty	Rate	Amount
1.			Cedar Regional Airport Terminal Expansion RFI #12 Pricing Provide 3 Cleanouts per Detail on RFI 12 ** Please note cleanouts within 5 ft of building would be Plumbing Contractors Scope & are not included in this estimate**			
2.		Sales	Cleanout Installation & Material Machine Time & Labor JD 60 Excavator 4 Hrs. @ 135.00 = \$540.00 Laborer (2) 8 Hrs. @ \$48.00 = \$768.00 Material \$1662.50	1	\$2,970.05	\$2,970.05
3.		Sales	Cleanout Monument Installation Air Hammer & Compressor 8 Hrs. @ \$175.00 = \$1400.00 Laborer (2) 12 Hrs. @ \$48.00 = \$1152.00 Material Concrete \$450.00	1	\$3,002.00	\$3,002.00
4.		Sales	Profit 15%	1	\$896.00	\$896.00
Total						\$6,868.05

BUD MAHAS

CONSTRUCTION INC

REQUEST FOR INFORMATION

DATE: 6/24/2024

RFI #: 012

TO: Joe Setter, Adam Acree

FROM: Clint Melling

JOB: CDC Airport Expansion Project

QUESTION:

Our site utilities subcontractor noticed that there are no clean-outs shown on the drawings for the Storm Drain line (See plan sheets C-200 & P-100). Please verify if this is correct? We're planning on starting the site storm drain piping this coming Thursday.

DATE: 6/25/2024

Answer:

Per Piping Notes #5, P-001:

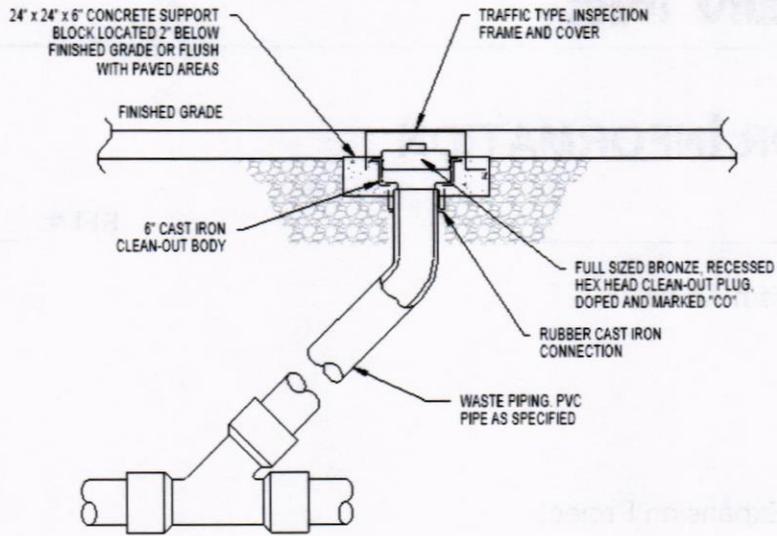
"Provide cleanouts at base of all sanitary and storm risers, within 5'-0" (either side) of exterior wall, whether or not directly (as DWGs. clarity allows) indicated on plumbing plan."

Woolpert recommends we have a cleanout at each of the connections from the plumbing pipes to the 6" drain line and then a cleanout where we connect the relocated 6" drain line to the existing drain line.

Please provide a separate submittal for cleanouts to ensure they meet structural standards for the airport that we can review.

Please provide a unit cost breakdown before proceeding with excavation for the cleanouts out of scope.

YARD/GRADE
CLEANOUT TYPICAL
DETAIL
6/25/2024



B1 YARD CLEANOUT DETAIL
NOT TO SCALE

DETAIL FOR PLUMBING CLEANOUTS

**CEDAR CITY COUNCIL
AGENDA ITEM 7**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 15 September 2024

SUBJECT: Consider accepting a bid from Raven Solar Services, LLC. for the removal and reinstallation of the solar panels on Station 1.

DISCUSSION: The Fire Department was recently approved to re-roof Station 1 with donated materials from GAF. Part of the project requires the removal and reinstallation of the solar panels on the roof. We received a bid from Raven Solar Services for \$21,500. This bid falls within the approved budget amounts and Raven Solar Services has met all the requirements of the RFP

RECOMENDATION: To award the bid to Raven Solar Services for \$21,500



RAVEN SOLAR SERVICES

135 N 900 E, SUITE 1B ST GEORGE, UT 84770

(435)525-3060 / www.ravensolar.services / info@ravensolar.services

September 12, 2024

Chief Mike Phillips

C/O Cedar City Fire Department

291 North 800 West

Cedar City, UT 84721

Scope of Work: Remove and Reinstall 98 solar panels store in offsite location.

Material Provided:

All wiring, junction boxes, roof attachments, heavy duty gallon zip lock bags for organizing attachments, storage bins

Vehicles Provided:

Man lift, forklift, trailer, transport vehicle

Process:

Removal:

Remove solar panels, transfer to pallets, shrink wrap pallets, remove roof attachments and mounting hardware, remove wiring, transport and store into offsite container

Reinstall system:

Pickup pallets of solar panels from offsite container, transport to site, install roof attachments and mounting hardware, mount optimizers/micro inverters, wire system, install panels, commission system



@ravensolarutah



randy@ravensolar.services



www.ravensolar.services

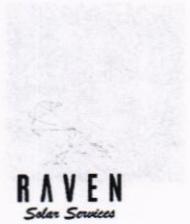


(435) 525-3060

INVOICE

Raven Solar Services, LLC
135 N 900 E
Saint George, UT 84770

info@ravensolar.services
+1 (435) 525-3060



Bill to
Mike
Cedar City Fire Department
291 N 800 W
Cedar City, Utah 84721

Ship to
Mike
Cedar City Fire Department
291 N 800 W
Cedar City, Utah 84721

Invoice details

Invoice no.: 1041
Terms: Net 30
Invoice date: 09/12/2024
Due date: 10/12/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Remove and Reinstall Solar Panels	98	\$200.00	\$19,600.00
2.		Services	Man Lift, Forklift, Trailer	3	\$500.00	\$1,500.00
3.		Services	Offsite / deliver and pick up solar panels	4	\$100.00	\$400.00

Total **\$21,500.00**

Ways to pay



[View and pay](#)

View invoice online

Scan code or go to the link below to view the invoice online
[View invoice](#)



INVOICE

Bill to: [Faint text]
[Faint text]
[Faint text]

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[Faint text]
[Faint text]
[Faint text]

Product Name	Quantity	Unit Price	Total Price
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]

Total

[Faint text]

Net to pay



[Faint text]
[Faint text]
[Faint text]

**CEDAR CITY COUNCIL
AGENDA ITEM 8**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 15 September 2024

SUBJECT: Consider accepting bids from Stout Roofing Inc. for the re-roofing of Stations 1 and 2.

DISCUSSION: The Fire Department was recently approved to re-roof Station 1 and Station 2 with donated materials from GAF. We received one bid for each station from Stout Roofing. The bid for Station 1 was \$36,690 and Station 2 was \$16,090. These bids fall within the approved budget amounts and Stout Roofing has met all the requirements of the RFP

RECOMENDATION: To award the bids to Stout Roofing for Station 1 and Station 2.



Proposal

Utah License: 357752-5501

Arizona License: ROC200247

DATE: 09/11/24

CUSTOMER	Mike Phillips	JOB NAME	Shingle Re-roof with donated materials
ADDRESS		JOB ADDRESS	291 N 800 W Cedar City, UT 84720
PHONE	(435) 592-3632	OWNER	
CELL		PERMIT #	
FAX		SCR #	
EMAIL	mike.fire@cedarcityut.gov	ALT CON	

Project Scope of Work:

GAF to donate the following materials to the job:

Shingles, Starters, Ridge trim, Ice and water shield, synthetic underlayment, plastic cap nails, coils nails.

Stout proposes to:

- Remove existing shingle roof. (Solar panels and brackets will need to be removed by qualified electrician prior to job start.)
- Haul off all roofing debris.
- Install GAF roof system donated by GAF.
- This includes 2 rows of ice and water shield at all eaves and 1 row up all valleys.
- Synthetic underlayment over remainder of roof.
- Install GAF shingle system.
- New drip edge installed at gable ends.
- New galvanized pipe flashings on all pipes.
- Resuse of existing roof-to-wall flashing and ridge vent system.
- Clean up roofing debris.

Terms:

Due upon completion

We propose to furnish labor and materials in accordance with the scope of work noted above for the sum of:

Thirty Six Thousand Six Hundred and Ninety Dollars **\$ 36,690.00**

Clint Sullivan 435-669-3155

This proposal is good for 45 days.

(Stout Roofing, Inc. Authorized Signature)

ACCEPTANCE OF PROPOSAL

By signature below, the undersigned accepts the proposed scope of work as outlined above, agrees to the terms and conditions as set forth on page two of this proposal document, and freely enters into this contractual agreement with Stout Roofing, Inc.

Owner / Agent _____

Date _____

529 N 600 W St. George, UT 84770 (t) (435) 635-4288 (f) (435) 688-0132

Terms and Conditions

Materials -- All materials shall be as specified in this Proposal.

Services -- All work will be completed in a workmanlike manner according to standard practices. The services contemplated in this Contract are expressly limited to those items contained in this Proposal. If Stout Roofing, Inc. ("Stout") is required to return to perform modifications or repairs to the roof due to the work of or damages caused by the owner of the property where work was performed, ("Owner") or an agent of the Owner ("Agent"), original contractor, another subcontractor, or anyone else not an agent of Stout or due to changes made by the Owner/Agent or anyone else, the work will become an extra charge over and above this Proposal and the undersigned will be responsible for payment for the extra work over and above this Proposal, whether or not the extra work is evidenced by a change order.

Structure -- Stout is not responsible for the structural engineering or soundness of the structure. Any extra cost to perform the services contained in this Proposal due to the building's structural irregularity shall be paid by the undersigned over and above this Proposal. Stout shall inform Owner/Agent in writing of the extra costs associated with any irregularity within a reasonable time from Stout's discovery of the irregularity. Owner/Agent shall have 24 hours to accept or reject the extra costs. If accepted, the extra cost shall be considered an authorized extra and will become an extra charge over and above this Proposal. If rejected, Owner/Agent shall notify Stout immediately that the services are terminated and shall pay Stout in full for all services and materials rendered up to that point and Stout shall have no further obligations therewith.

Modifications -- Any changes or modifications in this Agreement shall be binding upon Owner/Agent when performed by Stout. All costs associated with any change, modification or any extra work performed by Stout is over and above this Proposal and shall be paid in full by Owner/Agent whether or not the work is evidenced by a change order.

Other Subcontractor Work -- Stout is not responsible for problems or damages created by the Owner/Agent, other subcontractors or anyone else who is not an agent of Stout. If, after Stout has completed the services contained in this Proposal, Stout is required to return to the structure to perform services necessitated by the actions of someone who is not an agent of Stout or which are necessitated by forces beyond the reasonable control of Stout, Stout shall be compensated for the additional services and they will become an extra charge over and above this Proposal whether or not the work is evidenced by a change order.

Roofing Material Weight -- Stout provides no advice concerning, and does not warrant, the structure's ability to tolerate the weight of the roofing material selected for the structure.

Liability -- Stout is not liable for damages resulting from delay in the installation of the roof which is caused by the Owner/Agent, another subcontractor, anyone else that is not an agent of Stout, or caused by elements not in the reasonable control of Stout. Stout is not liable for any damage to the roof occasioned by the actions of the Owner/Agent, another subcontractor, or anyone else that is not an agent of Stout. Stout is not responsible for acts of God if the roof is installed pursuant to manufacturer, industry or government specifications.

Acknowledgment -- Owner/Agent acknowledges that in the case of new construction the services contained in this Proposal cannot be completed until certain work is completed by other subcontractors including, but not limited to, framing, sheeting, rough plumbing and rough electrical.

Contingency -- Stout has no duty to perform the services contained in this Proposal in the event of a strike, accident or delay beyond the reasonable control of Stout.

Owner/Agent Insurance -- Owner/Agent is required to carry fire, tornado and any other insurance necessary for the project..

Workman's Compensation Insurance -- All Stout workers are fully covered by Workers Compensation Insurance. Certificates of Workers Compensation insurance are available upon request.

General Liability Insurance -- Stout is covered by General Liability Insurance. Certificates of General Liability insurance are available upon request.

Timely Payment -- Unless otherwise specified in the terms section of this Agreement, payments are due within _____ days of the date of the Invoice and are not conditioned upon any modification or repair. If payment is not received within the stated period, the balance due on the Invoice will begin to accrue interest at the rate of 1.5% per month until fully paid. Failure to pay an Invoice within the stated period constitutes a material breach of this Agreement and Stout may suspend performance until the Invoice plus interest, costs and fees are fully paid.

Collection Fees -- In the event any lien or other collection procedure is brought for the enforcement of this Agreement, Stout shall be entitled to recovery of all collection costs and attorney's fees associated with the procedure.

Mediation -- Any and all disputes arising out of or related to this Agreement or either parties' performance, or failure to perform, hereunder shall be submitted to mediation before a mutually-accepted mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall share mediator, venue, and related costs equally. Venue of the mediation shall be the State of Utah in Washington County. In the event the parties are unable to agree upon a mediator, the Fifth Judicial District Court, in and for Washington County, Utah, shall appoint the mediator. This mediation provision shall be specifically enforceable according to its terms, including but not limited to an action to enforce in whole or in part this Agreement.

Attorney Fees -- If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Governing Law -- This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Binding Effect -- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

Stout Roofing's Warranty -- This Warranty is made subject to the following terms and conditions: Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents caused by: lightning; peak gust wind speed exceeding 70 mph; fire; failure of roofing system substrate, including cracking settlement, excessive deflection, deterioration, and decomposition; faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; vapor condensation on bottom of roofing; and activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by Stout Roofing and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

Stout Roofing is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work

During Warranty period, if Owner allows alteration of work by anyone other than Stout Roofing, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Stout Roofing to perform said alterations, Warranty shall not become null and void unless Stout Roofing, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

Owner / Agent _____

Date _____

529 N 600 W St. George, UT 84770 (t) (435) 635-4288 (f) (435) 688-0132



Proposal

Utah License: 357752-5501

Arizona License: ROC200247

DATE: 09/11/24

CUSTOMER	Mike Phillips	JOB NAME	Shingle Re-roof with donated materials
ADDRESS		JOB ADDRESS	2580 Commerce Center Dr. (Fire Station 2) Cedar City, UT 84720
PHONE	(435) 592-3632	OWNER	
CELL		PERMIT #	
FAX		SCR #	
EMAIL	mike.fire@cedarcityut.gov	ALT CON	

Project Scope of Work:

GAF to donate the following materials to the job:

Shingles, Starters, Ridge trim, Ice and water shield, synthetic underlayment, plastic cap nails, coils nails.

Stout proposes to:

Remove existing shingle roof. (Solar panels and brackets will need to be removed by qualified electrician prior to job start.)
Haul off all roofing debris.

Install GAF roof system donated by GAF.

This includes 2 rows of ice and water shield at all eaves and 1 row up all valleys.

Synthetic underlayment over remainder of roof.

Install GAF shingle system.

New drip edge installed at gable ends.

New galvanized pipe flashings on all pipes.

Resuse of existing roof-to-wall flashing and ridge vent system.

Clean up roofing debris.

Option for shingle overlay over existing roofing. Includes layer of underlayment over existing roof and new pipe flashings

\$12,000.00

Terms:	Due upon completion
---------------	---------------------

We propose to furnish labor and materials in accordance with the scope of work noted above for the sum of:

Sixteen Thousand and Ninety Dollars **\$ 16,090.00**

Clint Sullivan 435-669-3155 **This proposal is good for 45 days.**
(Stout Roofing, Inc. Authorized Signature)

ACCEPTANCE OF PROPOSAL

By signature below, the undersigned accepts the proposed scope of work as outlined above, agrees to the terms and conditions as set forth on page two of this proposal document, and freely enters into this contractual agreement with Stout Roofing, Inc.

Owner / Agent _____ **Date** _____
 529 N 600 W St. George, UT 84770 (t) (435) 635-4288 (f) (435) 688-0132

Terms and Conditions

Materials -- All materials shall be as specified in this Proposal.

Services -- All work will be completed in a workmanlike manner according to standard practices. The services contemplated in this Contract are expressly limited to those items contained in this Proposal. If Stout Roofing, Inc. ("Stout") is required to return to perform modifications or repairs to the roof due to the work or damages caused by the owner of the property where work was performed, ("Owner") or an agent of the Owner ("Agent"), original contractor, another subcontractor, or anyone else not an agent of Stout or due to changes made by the Owner/Agent or anyone else, the work will become an extra charge over and above this Proposal and the undersigned will be responsible for payment for the extra work over and above this Proposal, whether or not the extra work is evidenced by a change order.

Structure -- Stout is not responsible for the structural engineering or soundness of the structure. Any extra cost to perform the services contained in this Proposal due to the building's structural irregularity shall be paid by the undersigned over and above this Proposal. Stout shall inform Owner/Agent in writing of the extra costs associated with any irregularity within a reasonable time from Stout's discovery of the irregularity. Owner/Agent shall have 24 hours to accept or reject the extra costs. If accepted, the extra cost shall be considered an authorized extra and will become an extra charge over and above this Proposal. If rejected, Owner/Agent shall notify Stout immediately that the services are terminated and shall pay Stout in full for all services and materials rendered up to that point and Stout shall have no further obligations therewith.

Modifications -- Any changes or modifications in this Agreement shall be binding upon Owner/Agent when performed by Stout. All costs associated with any change, modification or any extra work performed by Stout is over and above this Proposal and shall be paid in full by Owner/Agent whether or not the work is evidenced by a change order.

Other Subcontractor Work -- Stout is not responsible for problems or damages created by the Owner/Agent, other subcontractors or anyone else who is not an agent of Stout. If, after Stout has completed the services contained in this Proposal, Stout is required to return to the structure to perform services necessitated by the actions of someone who is not an agent of Stout or which are necessitated by forces beyond the reasonable control of Stout, Stout shall be compensated for the additional services and they will become an extra charge over and above this Proposal whether or not the work is evidenced by a change order.

Roofing Material Weight -- Stout provides no advice concerning, and does not warrant, the structure's ability to tolerate the weight of the roofing material selected for the structure.

Liability -- Stout is not liable for damages resulting from delay in the installation of the roof which is caused by the Owner/Agent, another subcontractor, anyone else that is not an agent of Stout, or caused by elements not in the reasonable control of Stout. Stout is not liable for any damage to the roof occasioned by the actions of the Owner/Agent, another subcontractor, or anyone else that is not an agent of Stout. Stout is not responsible for acts of God if the roof is installed pursuant to manufacturer, industry or government specifications.

Acknowledgment -- Owner/Agent acknowledges that in the case of new construction the services contained in this Proposal cannot be completed until certain work is completed by other subcontractors including, but not limited to, framing, sheeting, rough plumbing and rough electrical.

Contingency -- Stout has no duty to perform the services contained in this Proposal in the event of a strike, accident or delay beyond the reasonable control of Stout.

Owner/Agent Insurance -- Owner/Agent is required to carry fire, tornado and any other insurance necessary for the project.

Workman's Compensation Insurance -- All Stout workers are fully covered by Workers Compensation Insurance. Certificates of Workers Compensation insurance are available upon request.

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Owner / Agent _____

Date _____

529 N 600 W St. George, UT 84770 (t) (435) 635-4288 (f) (435) 688-0132



WORLD BANK

International Development Bank

Washington, D.C. 20547

Telephone: (301) 477-1234

The World Bank is an international financial institution that provides loans and grants to the governments of low- and middle-income countries for capital projects and other development programs. It is part of the International Development Bank Group, which also includes the International Finance Corporation (IFC) and the Multilateral Investment Guarantee Agency (MIGA).

The Bank's primary focus is on economic development and poverty reduction. It works with governments to improve infrastructure, health care, education, and social services. The Bank also provides technical assistance and policy advice to help countries grow and create jobs.

The World Bank is a member of the World Economic Forum and the G20. It is also a member of the United Nations Development Programme (UNDP) and the United Nations Women (UN Women). The Bank's headquarters are in Washington, D.C., and it has a global network of offices and representatives.

The Bank's mission is to reduce poverty and promote sustainable economic growth and development. It does this by providing financial and technical assistance to governments and private sector companies. The Bank also works to improve the lives of people in the poorest countries by supporting social and economic development programs.

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World Bank Group
International Development Bank



~Workmanship Warranty~

Stout Roofing, Inc. ("Stout Roofing") hereby issues a workmanship warranty to:

Property Location: Fire Station #1 – 291 N 800 W Cedar City, UT 84721

Warranty Period: 5 Year

Effective Date: Date of completion

This warranty specifically covers workmanship defects that can be directly attributed to Stout Roofing personnel and installation processes for the stated warranty period. Workmanship defects are defined as installation errors resulting in a loss of roof surface integrity and negatively affecting the under-roof structure.

If, during the stated warranty period, a potential workmanship defect is identified by the owner, the owner will notify Stout Roofing who will, in a timely manner, visit the property to investigate the claim and submit its findings to the owner in writing.

In the event a bona fide Stout Roofing workmanship defect exists, Stout Roofing will supply materials and labor, at its sole expense, to repair and return the specific defective area to its industry standard form and function.

Every reasonable effort will be made to repair the affected area; however, Stout Roofing retains the right to replace the affected area at its sole discretion. A record of the repair will be maintained for the duration of the warranty period.

This warranty does not cover acts of God (extreme weather, floods, acts of war or riot, etc.), damage caused by other trades or any unauthorized personnel, use of the roof for purposes other than its intended design, or any other adverse influence to the roof surface structure beyond the reasonable control of Stout Roofing. (Standard manufacturer wind ratings apply.)

This warranty is for installation workmanship only. Other manufacturer warranties may apply. Please see manufacturer for specific material warranty details.

By exercise of this warranty, the owner agrees that any warranty related disputes will be remedied through a mutually agreed upon arbitrator whose findings will be binding on both parties.

Stout Roofing Inc.
Authorized Signature:

 VP



~Workmanship Warranty~

Stout Roofing, Inc. ("Stout Roofing") hereby issues a workmanship warranty to:

Property Location: Fire Station #2 – 2590 Commerce Center Cedar City UT

Warranty Period: 5 Year

Effective Date: Date of completion

This warranty specifically covers workmanship defects that can be directly attributed to Stout Roofing personnel and installation processes for the stated warranty period. Workmanship defects are defined as installation errors resulting in a loss of roof surface integrity and negatively affecting the under-roof structure.

If, during the stated warranty period, a potential workmanship defect is identified by the owner, the owner will notify Stout Roofing who will, in a timely manner, visit the property to investigate the claim and submit its findings to the owner in writing.

In the event a bona fide Stout Roofing workmanship defect exists, Stout Roofing will supply materials and labor, at its sole expense, to repair and return the specific defective area to its industry standard form and function.

Every reasonable effort will be made to repair the affected area; however, Stout Roofing retains the right to replace the affected area at its sole discretion. A record of the repair will be maintained for the duration of the warranty period.

This warranty does not cover acts of God (extreme weather, floods, acts of war or riot, etc.), damage caused by other trades or any unauthorized personnel, use of the roof for purposes other than its intended design, or any other adverse influence to the roof surface structure beyond the reasonable control of Stout Roofing. (Standard manufacturer wind ratings apply.)

This warranty is for installation workmanship only. Other manufacturer warranties may apply. Please see manufacturer for specific material warranty details.

By exercise of this warranty, the owner agrees that any warranty related disputes will be remedied through a mutually agreed upon arbitrator whose findings will be binding on both parties.

Stout Roofing Inc.

Authorized Signature:

A handwritten signature in black ink, appearing to read "Clint Sullivan", followed by the letters "VP" in a similar handwritten style.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landmark Risk Management 107 S 1470 East #302 Saint George, UT 84790	CONTACT NAME: Vickie Bohrer	FAX (A/C, No): (435)673-3621
	PHONE (A/C, No, Ext): (435)656-4586	E-MAIL ADDRESS: vickie@lmx180.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Stout Roofing, Inc. 529 N 600 W Saint George, UT 84770-2612	INSURER A: Cincinnati Specialty Underwriters	13037
	INSURER B: Selective Insurance Company of America	12572
	INSURER C: Crum & Forster Specialty Ins	44520
	INSURER D: First Dakota Indemnity Company	10351
	INSURER E: GuideOne National Insurance Company	10665
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00007510-11209857

REVISION NUMBER: 984

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CSU0236096	07/22/2024	07/22/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	OTHER:					PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S 2501476	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		SEO-128441	02/10/2024	02/10/2025	EACH OCCURRENCE	\$ 5,000,000
	DED RETENTION \$					AGGREGATE	\$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC021-0069489-2023A	10/26/2023	10/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	BPP		S 2501476	02/10/2024	02/10/2025	Special Form	75,000
E	Pollution-Profession		ENV562014571-01	08/10/2024	08/10/2025	Per/Agg	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp: Onwer- Kelly Casey

CERTIFICATE HOLDER

**Cedar City Corporation
Cedar City Fire Department
Cedar City, UT 84720**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(VLB)

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