



Cedar City

10 North Main Street • Cedar City, UT 84720
435-586-2950 • FAX 435-586-4362
to www.cedarcityut.gov

CITY COUNCIL WORK MEETING

JULY 2, 2025
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
 - Swear in Patrol Officer I Lance Sisana
- IV. Public Agenda
 - Public Comments

Business Agenda

Public

1. Consider board appointments. Mayor Green
2. Consider a resolution approving the allotment of RAP Tax funds as recommended by the Arts Advisory Board.
3. Public hearing to consider an ordinance vacating part of a public right-of-way at approximately 400 East 325 South. Tom Jett / Randall McUne
4. Consider a development agreement to not install public improvements for a property located at 478 East 325 South. Tom Jett / Randall McUne

Staff

5. Consider an amendment to City Ordinance 35-10(C) to establish Parking Restrictions on 4100 West adjacent to Iron Springs Elementary School. Hunter Shaheen/Kent Fugal/Randall McUne
6. Consider an amendment to City Ordinance 35-10(B) to establish No Parking zones in the vicinity of 600 South and 860 West. Kent Fugal/Randall McUne
7. Consider an amendment to City Ordinance 35-10(B)(25) to change the length of a No Parking zone on Airport Road. Kent Fugal/Randall McUne
8. Public hearing to consider an ordinance modifying Sections 32-2, 32-5, 32-7, and 32-9 pertaining to definitions, subdivisions, property boundary adjustments, warranty bonds, and warranty inspections. Don Boudreau/Randall McUne
9. Consider Change Order #2 for the Coal Creek EWP Project. Kent Fugal/Bill Maxwell
10. Request to purchase a Type 1 Tactical Tender. Mike Phillips
11. Consider AIP 049 Terminal Non-FAA Change Orders # 39, 40, & 41. Tyler Galetka

12. Consider AIP 054 Award bid contract to seal Runway 2/20. Tyler Galetka
13. Consider AIP 054 – Award engineering contract for Runway 2/20. Tyler Galetka
14. Public hearing to consider an ordinance modifying Sections 26-VIII-1 and 26-VIII-2 removing the requirement that a councilmember sit on the Planning Commission. Randall McUne
15. Consider a resolution to amend the Consolidated Fee Schedule. Randall McUne

Dated this 30th day of June, 2025.


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 30th day of June 2025.


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.

Board Appointments

Releasing

Hannah Melling – Library Board
Paula Mitchell – Historic Preservation Commission
Adam Hahn – Planning Commission
James Jetson – CAT's Board
Brody Johnson – CAT's Board
Vaughn Montgomery - Airport Board
Burt Poulsen – Airport Board

Re-appointing

Jennifer Davis – Planning Commission
Farah LeFevre – Historic Preservation Commission
Tom Higbee – Leisure Services
Dorian Page – Board of Adjustments
Ryan Paul – Historic Preservation Commission
Robert Ried – Library Board
John Webster - Planning Commission

Appointing

Kathy Christenson – Historic Preservation Commission
Kathy Heer – CAT's Board
Melodie Jett - Library
Kim Ellis – Airport Board
Jeff Frehner – Airport Board

CEDAR CITY COUNCIL
AGENDA ITEMS – 2
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: June 30, 2025
SUBJECT: RAP Tax Allocations

DISCUSSION:

The RAP tax advisory committees met in June and made their recommendations. The budget for arts RAP tax is \$383,774. The total requested from arts RAP tax was \$460,000. The budget for parks and recreation RAP tax is \$807,946. The total requested from parks and recreation RAP tax was \$1,511,444. In addition to the budgeted amount for parks and recreation RAP tax, Leisure Services and SUU both requested a total of \$112,570 from the preservation and restoration fund. Although it took some work to establish a quorum for the parks and recreation committee, both committees did a great job reviewing the applications and making their recommendations.

Below are the amounts requested by each entity and the Arts RAP Tax Committee's recommendations:

ENTITY NAME	AMOUNT REQUESTED	AMOUNT RECOMMENDED
American Crossroads Theatre	\$33,000	\$20,000
Quilter's Guild	\$12,500	\$9,100
Arts Council	\$11,250	\$12,250
Children's Musical Theater	\$25,000	\$24,000
Community Band	\$3,000	\$3,000
Junior Ballet	\$22,000	\$20,100
Music Arts	\$23,000	\$21,400
Livestock Festival	\$25,000	\$21,724
Community Theater	\$25,000	\$20,300
IMPAC Theater	\$10,000	\$8,100
In Jubilo	\$6,000	\$5,100
Jazz Alliance	\$3,000	\$3,000
Johnson Center	\$14,250	\$13,700
Master Singers	\$3,000	\$3,000
OSU	\$21,000	\$21,000
Southern UT Book Festival	\$20,000	\$8,300
SUU		
---SUMA	\$58,300	\$45,000
---USF	\$130,000	\$122,500
---Satellite Salon	\$7,500	\$0
Suzuki Strings	\$2,200	\$2,200
Hope Forever	\$3,000	\$0
Utah Humanities	\$3,000	\$0

The funds requested from the arts RAP tax were requests for general operating expenses. More details are contained in the individual applications, which are available to you but not included in this decision paper due to length. General operating expenses qualify for RAP tax funding under the arts portion of the RAP tax.

Most of the parks and recreation requests were for improvements at publicly owned recreational facilities. Requests for improvements or construction of publicly owned or operated recreational facilities qualify for RAP tax funding. Requests or parts of requests that did not meet this requirement were not recommended to be awarded.

Below are the amounts requested by each entity and the Parks RAP Tax Committee's recommendations:

ENTITY NAME	AMOUNT REQUESTED	AMOUNT RECOMMENDED
Leisure Services	\$583,355	\$583,355
Rotary	\$403,973	\$213,802
Trap Club	\$15,116	\$10,789
Cedar Water Polo	\$120,000	\$0
Michael Amerson (Dog Park)	\$374,000	\$0
So UT Disc Golf	\$15,000	\$0

PRESERVATION FUNDS		
Leisure Services	\$80,795	\$80,795
SUU – Intergovernmental	\$31,775	\$0
Internship Cooperative		

Cedar City Rotary Club's request was to construct Phase II of the Canyon Water Park Project, specifically, an all-abilities playground. As you can see, the Committee recommending awarding approximately one-half of the request, which was the remainder of the budgeted RAP tax allocations after awarding Leisure Services its full request.

Leisure Services' request includes the following:

Leisure Services

Temporary mounds and temporary fences	\$14,550
Main Street Park play feature	\$30,000
Discovery Park ADA play feature and surfacing	\$360,000
Coal Creek Trail re-pavement	\$135,205
Arena addition sound system	\$43,600

PRESERVATION FUND:

Coal Creek Trail Re-pavement	\$80,795
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If you have any questions, please give Natasha Nava or me a call. Please consider approving the RAP tax recommendations.

CEDAR CITY RESOLUTION NO. 25-0709

**A RESOLUTION OF THE CEDAR CITY COUNCIL APPROVING THE FISCAL YEAR
2025 – 2026
ARTS RAP TAX ALLOCATIONS**

WHEREAS, the voters of Cedar City have approved a local option tax for the funding of Botanical, Cultural, Recreational, and Zoological Organizations and Facilities pursuant to the provisions of UCA § 59-12-1401, et. sec., this tax is known locally as the RAP tax; and

WHEREAS, Cedar City has adopted ordinances to administer the RAP tax; and

WHEREAS, consistent with Cedar City ordinance the Cedar City Arts RAP tax Advisory Board received and reviewed RAP tax applications, conducted open meetings where those seeking RAP tax funding made funding presentations, conducted public deliberations and made recommendations related to where to spend the fiscal year 2025-2026 Arts portion of the RAP tax; and

WHEREAS, the Cedar City Council has received the recommendations of the Arts RAP tax advisory board and considered the same during an open and public meeting; and

WHEREAS, after due consideration of the requests from the various groups seeking funding from the RAP tax and the recommendations of the advisory board it is the decision of the Cedar City Council that the appropriations contained the attached and incorporated spread sheet (exhibit #1) are in compliance with the purposes for which the RAP tax was adopted, are reasonable and necessary, and will further the goals and purposes of the RAP tax program.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the fiscal year 2025-2026 Arts portion of the RAP tax shall be allocated in accordance with exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that staff is instructed to draft such agreements that are called for under City Ordinance, or that are customary, or reasonably necessary to facilitate the orderly disbursement of RAP tax funding. Staff is authorized to include such provisions in the agreements that have been discussed by the City Council and typically included in such agreements. The Mayor is authorized to enter the agreements on behalf of the City.

Council Vote:

Melling -

Phillips -

Riddle -

Cox -

Wilkey -

Dated this ____ day of July 2025.

Garth O. Green

[Seal]

Attest:

Renon Savage, Recorder

Exhibit #1

Cedar City Resolution No. 24-0731

ENTITY NAME	AMOUNT AWARDED
American Crossroads Theatre	\$20,000
Quilter's Guild	\$9,100
Arts Council	\$12,250
Children's Musical Theater	\$24,000
Community Band	\$3,000
Junior Ballet	\$20,100
Music Arts	\$21,400
Livestock Festival	\$21,724
Community Theater	\$20,300
IMPAC Theater	\$8,100
In Jubilo	\$5,100
Jazz Alliance	\$3,000
Johnson Center	\$13,700
Master Singers	\$3,000
OSU	\$21,000
Southern UT Book Festival	\$8,300
SUU	
---SUMA	\$45,000
---USF	\$122,500
---Satellite Salon	\$0
Suzuki Strings	\$2,200
Hope Forever	\$0
Utah Humanities	\$0

CEDAR CITY RESOLUTION NO. 25-0709-1

**A RESOLUTION OF THE CEDAR CITY COUNCIL APPROVING THE FISCAL YEAR
2025 – 2026
PARKS AND RECREATION RAP TAX ALLOCATIONS.**

WHEREAS, the voters of Cedar City have approved a local option tax for the funding of Botanical, Cultural, Recreational, and Zoological Organizations and Facilities pursuant to the provisions of UCA § 59-12-1401, et. sec., this tax is known locally as the RAP tax; and

WHEREAS, Cedar City has adopted ordinances to administer the RAP tax; and

WHEREAS, consistent with Cedar City ordinance the Cedar City Parks and Recreation RAP tax Advisory Board received and reviewed RAP tax applications, conducted open meetings where those seeking RAP tax funding made funding presentations, conducted public deliberations and made recommendations related to where to spend the fiscal year 2025-2026 Parks and Recreation portion of the RAP tax; and

WHEREAS, the Cedar City Council has received the recommendations of the Parks and Recreation RAP tax advisory board and considered the same during an open and public meeting; and

WHEREAS, after due consideration of the requests from the various groups seeking funding from the RAP tax and the recommendations of the advisory board it is the decision of the Cedar City Council that the appropriations contained the attached and incorporated spread sheet (exhibit #1) are in compliance with the purposes for which the RAP tax was adopted, are reasonable and necessary, and will further the goals and purposes of the RAP tax program.

NOW THEREFORE BE IT RESOLVED, by the City Council of Cedar City, State of Utah, that the fiscal year 2025-2026 Parks and Recreation portion of the RAP tax shall be allocated in accordance with exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED, by the City Council of Cedar City, State of Utah, that staff is instructed to draft such agreements that are called for under City Ordinance, or that are customary, or reasonably necessary to facilitate the orderly disbursement of RAP tax funding. Staff is authorized to include such provisions in the agreements that have been discussed by the City Council and typically included in such agreements. The Mayor is authorized to enter the agreements on behalf of the City.

Council Vote:

Melling -

Phillips -

Riddle -

Cox-

Wilkey -

Dated this ____ day of July 2025.

Garth O. Green, Mayor

[Seal]

Attest:

Renon Savage, Recorder

Exhibit #1

Cedar City Resolution No. 25-0709-1

ENTITY NAME	AMOUNT RECOMMENDED
Leisure Services	\$583,355
Rotary	\$213,802
Trap Club	\$10,789
Cedar Water Polo	\$0
Michael Amerson (Dog Park)	\$0
So UT Disc Golf	\$0

PRESERVATION FUNDS

Leisure Services	\$80,795
SUU – Intergovernmental Internship Cooperative	\$0

CEDAR CITY COUNCIL

AGENDA ITEMS – 3

DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: June 28, 2025

SUBJECT: Request to vacate part of a right-of-way near 400 East 325 South (Tom Jett).

DISCUSSION:

Please find an ordinance vacating twenty-one feet of 325 South just east of 400 East. Tom Jett intends to build a home on his lot (478 East 325 South; Parcel Number B-0377-0007-0000). 325 was dedicated to a width of 66 feet, the width typically used for a Major Collector in the City's Transportation Master Plan. 325 South currently dead-ends near the east side of Mr. Jett's property and is unlikely to extend much further east due to a substantial ravine.

Please note that I drafted the ordinance with spots to list the width that will be vacated from the north and south sides. Under State law, when a full right-of-way is vacated the default is an even split 50-50 to adjacent properties. The statute appears inapplicability in the current matter where only 21 feet of width is being vacated, but the statute's purpose can still be given some weight by you.

325 South is mostly unimproved with a dirt surface and only a few sections of curb, gutter, and sidewalk along the north side. Mr. Jett has made a separate request, which is also on your agenda today, to avoid installing typically required improvements with only some of the improvements being required if a future trigger event occurs. If the Council is considering granting that development agreement and this vacation, please consider vacating sufficient width on the north side of the street to vacate the few sections of curb, gutter, and sidewalk. Generally, the City carries a risk of liability for injuries that occur due to faulty or unmaintained sidewalks. If the City is not going to require the installation of public improvements on 325 South and does not intend to maintain the few improvements currently there, I recommend against keeping those few improvements.

Please also note that Mr. Jett only requested vacating the part of the right-of-way that abuts his property and did not include the part abutting the property to the west because they did not participate in the work required to prepare this request. I drafted the ordinance to include all the roadway from 400 East to the ravine because if vacating 21 feet makes sense in front of Mr. Jett's property, it makes sense for the entire length of the roadway.

The Planning Commission gave a negative recommendation for vacating, but that negative recommendation was based, at least in part, on not wanting to approve vacating and simultaneously not requiring improvements. The minutes are attached.

Please consider whether to pass this ordinance vacating part of this right-of-way and how much width to give to each side.

where we have a have a temporary Cul De Sac that leads to a drop off. We have a few of those next to the temple. We made every one of those put in at least a temporary Cul De Sac and curb, gutter and sidewalk along their street.

Decker: I am very concerned about the precedent it could set.

Randall: If someone else comes in with a similar set-up you are going to be either telling them yes, because it is a good idea, or you will need to explain why there is a difference.

Cox: Does anyone else have any questions for Mr. Jett?

Public Open Hearing

Public Closing Hearing

Lunt: Motions for a Positive Recommendation for property at 478 East 325 South as stated.

Davis: This has been stricken.

Lunt: Does anything in red need to modify?

Randall: That is the question for you. What Mr. Jett proposed does not have those red changes, the cross-outs or the additions. Do you make a positive recommendation on Mr. Jett's proposal with his addition today of adding to the part of curb, gutter and sidewalk if the east property comes in or do you want a positive recommendation with what Mr. Fugal is recommending with the redlines?

Jett: All I am asking if I must chip seal it. That you allow me to just chip and seal it in front of my home versus enrich the neighbors. Nothing is more frustrating than enriching other people.

Lunt: My recommendation will be for Mr. Jett's proposal. Just so this can move on and come to a head.

Webster: I have trouble getting over the goose and the gander thing. You, what is good for goose is good for the gander. I don't know how you get over the top of that. They just don't. There is a nice guy who says, yeah let's just do it, it is fine, it is an old street. I have mountain property, it's old roads frustrated, but you are going to require something of one and not the other.

Cox: Motion dies for a lack of a second. Do we entertain another recommendation?

Jett: You can give me a negative recommendation. We all know this will go to the next step and then I will plead my case at the next level. I just need to get off the dime.

Webster motions for a Negative Recommendation; Decker seconds; all in favor for a unanimous vote.

5. PUBLIC HEARING

Road Vacation
(Recommendation)

400 East 325 South

Tom Jett

Tom Jett: I have asked the city on the property, the dirt strip, to vacate that road. Right now, that road is 65 feet wide. I have dealt with Engineering; this was before Kent Fugal came along. I dealt with the previous City Engineer Jonathan Stathis. He states that he didn't have any problems making this into a 45-foot road. That is a standard city street. I am asking the city if they would vacate 22 feet of the road on the south side of 325 South directly in front of my property.

Randall: Your map shows 21 feet. I think it goes from 66 to 45.

Webster: Is the 45 is that normal width of the road.

Jett: According to Jonathan that road would be more than adequate. There are five homes on that street.

Kent: Our current city standard for a local residential street is 45-feet. That is what this would leave is that standard.

Cox: Based on it being a dead-end road and only five houses on it, that would be logical.

Lunt: What happens to this property we would vacate?

Cox: It goes back to owners. All along there. Any property that borders that. The Heatons would get their 20 feet.

Randall: The difficulty is this Mr. Jett's request does not include the Heatons. If you look at what he has here, that cross section is only in front of his property. From the city's perspective that doesn't make a lot of sense.

Cox: No, we need to vacate all or none in my opinion.

Jett: The reason I didn't do that, and I don't want to speak for other people. I offered the Heatons to participate in the surveying and the cost of putting this thing together. They refused, I said, "Well you don't want to participate. I am not going to do your bidding for you."

Decker: They did come and say they want the same situation that you want. Correct?

Jett: They can come in front of this body and ask for it.

Randall: They can ask but the city can still do it on our own. It doesn't make a whole lot of sense to us to vacate that.

Decker: When you say vacate that property, in simple terms, is that the city giving you that property?

Cox: It would be giving it back. Those property owners gave from the center line to the easement. They are giving it back to property owners. Who once gave it to the city for the road for the Right-of-way.

Decker: Did you once own that?

Jett: That was about 100 years ago.

Cox: It is attached to the property.

Don: We did notify the neighbors via mail. Because typically if we are vacating if it was the whole street it would fold in half. It would go to both property owners. In this case it is all going to Mr. Jett's property. We did make sure they got notice that this was happening to see if they had any interest. We have not heard anything back.

Cox: The reason that we did it that way is because there is already a curb and gutter in place on one side of it. To vacate a part of the street that already has public access to it.

Randall: It is like one has it, one doesn't, one has it and one doesn't. I would not do one thing in that regard. It does create an interesting situation for us; and this would be a conversation for the council as well. If Mr. Jett is not putting in any improvements and we are vacating 21 feet. The city may not want those incomplete curbs and sidewalks. Liability wise I don't want them if we are not going to finish them. I'd rather give them to those owners on that north end and say they are yours. You deal with the curb, gutter and sidewalk. Congratulations, they are now yours from. Sorry.

Davis: Thank you. I already have a curb, gutter, and sidewalk in front of mine.

Randall: You do but your next neighbor doesn't, and then your next one does, and then the next one doesn't. If you guys don't like the some is and isn't. That is what these two combined are leaving there. We are leaving the curb, gutter, and sidewalk on an unfinished road, sidewalk that is just a sitting liability to the city.

Jett: I don't know what liability the city has.

Randall: Some trips on a sidewalk we are liable, that is it. We spend a lot of time and effort trying to keep with sidewalks throughout the city. You can see where we mark and cut them down and replace them. Because of a root or whatever else messes up our sidewalks. We would have, I think 3 of the properties there have curb, gutter, and sidewalk in front of them. From a liability perspective, the city would be better off if we are going to vacate that 21-feet to vacate at least enough on the north end to hand that curb, gutter, and sidewalk over.

Cox: I know this is probably not pertinent, but it kind of is. The middle house that didn't do curb and gutter, was an exception or was it developed before that? That was a city standard.

Randall: It is a very old house, but I don't know for sure.

Jett: It was in place at that time.

Cox: They got an exception and that whole street is kind of a mess.

Randall: That is a fair statement.

Jett: I notified everybody. I even went above and beyond and gave emails for the people that aren't in the area. So, it wouldn't take longer to get the mail. I have connected them verbally. They showed zero interest in that additional strip. I put it on my side.

Cox: The 45 feet width of the street makes sense. How we configure that is another discussion.

Randall: You could split it part way, right? Let's just say and I don't know the distance myself. Let say it is 6 feet into that completed curb. The city could split it. By statute, if we vacated the entire road, we are supposed to split in half. That statute language doesn't apply here. It does allow some flexibility of either giving all 21 feet to Mr. Jett and to the Heatons or 10 1/2 and 10 1/2, or 6 on one side and 15 on the other. Those are all legally viable. The question is whether we are vacating to benefit the city, not just Mr. Jett. Obviously, it benefits him, but if we are vacating for our purposes, that liability question on that curb, gutter and sidewalk matter to me at least.

Decker: So, is the only reason you want this vacated is to provide you with more property? You already have enough for a home.

Jett: I have 66 feet wide. I can put a single wide trailer in there. By the time I do my front and back setbacks, that will leave me with about 16 feet of width.

Decker: Do you own this whole area?

Jett: Yes, but that is a whole separate lot.

Decker: Well, that is easily changed.

Jett: It can be changed, but if I do that it will affect the middle lot. This one right here. If I carve into this, this will be access into these homes here. So, if I carve into this lot right here, that will eliminate my access to this lot here.

Randall: He did get a variance from the Board of Adjustments to allow him to treat the lot we are dealing with today as a corner lot. The setbacks for the rear and west side do allow him to get much closer to the property line than the property would otherwise. Again, no different than what a corner lot would get. It is just treated as a corner lot.

Decker: Okay, it essentially is a corner lot, isn't it.

Randall: We wouldn't treat it that way naturally in our ordinance, but for building purposes, it is not too different.

Kent: If I could, one other comment I wanted to make, just to consider, having a 45-foot road is certainly acceptable in terms of it meets our current standard for the local road. If you allow 21 feet of vacation on one side of the road, that means the neighbors across the street can never request anything the south side gets, and maybe that's okay. Tom's done some leg work out there and no one seemed to be interested and maybe that is fine. If this is approved as presented, it does eliminate the possibility of any vacation on the other side of the road.

Cox: It keeps it at 45 feet, and it makes sense to have that street 45 feet because it is just a 65-foot-wide street with five houses on it. There are a lot of resources that are to me a waste.

Randall: Resources for a road that is not done.

Davis: I don't know if the city does anything about it.

Randall: One other thing on this, there is a water line that goes through there.

Jett: The water line runs right here.

Randall: If there is a vacation here, we will need to make sure there are adequate easements. He will have to put in PUE anyway.

Jett: I will be 20 feet plus off that water line.

Randall: That is one of those things to make you aware of.

Decker: That city water line would be on private property.

Jett: Which is not uncommon.

Cox: If they have an easement, then he can't build on it anyway. He'd have to build it to be able to access it with an easement.

Decker: Having the easement in the front, is that common.

Cox: Yes. It is quite common.

Randall: Most of your public utilities' easements are in our front. The rear ones are harder to access so we have tried to avoid those if we can.

Cox: The rear ones where you were in high school. Now they try and it in the street. So that they can get into it. It is hard to get through fences and rear lots of everything else. In the last 20 years, they have put more of those in the front.

Decker: On private property.

Cox: With a utility easement.

Jett: I have no heartburn if the city wants to continue that 21 feet strip along the Heaton property. I just didn't do it because it wasn't my property, and I had an opportunity to give them an opportunity.

Randall: Tom, I know you and I have discussed this, but do you know if that fire hydrant that is there. I assume you would probably have to move that. Do we usually have public fire hydrants on private property.

Kent: With the PUE it would be okay.

Randall: Would we still be within it? I just don't know the distance.

Kent: That is something Tom would want to make sure of because if not and it is back beyond the existing Right-of-way line. We would want to make sure that we extended a piece of public utility to cover that hydrant.

Jett: Absolutely.

Randall: It is not a killer. It is just something we wanted you to be aware of.

Jett: If there ever was a fence, it would be notched. At that point where the hydrant is and you see that it is uncommon too.

Randall: I just want to let you see if you haven't been out there. You can see where there is a sidewalk break along her property. Then there is grass, and more sidewalks, and even further down there is more grass. That is what I mean is we have curb, gutter and sidewalk, but it is a dirt road.

Cox: No one else on that street has had to put in.

Jett: The curb and gutter goes just to the right.

Randall: I am just meaning the north side.

Jett: It just goes to the edge of the sidewalk.

Cox: To me, it is not fair to have him pay for the whole payment when there hasn't been any on the street anyway. Otherwise, all the other neighbors should be pitching in.

Randall: Robert, that is your question. Because this isn't a requirement for Mr. Jett. This is anybody who wants to come in and build a home, subdivision, and they need to get to it. We make him do a 26-foot-wide road, but just the asphalt portion of it.

Cox: The point with this street is that no one else has been required. They are already there, so they are never going to pony up anyway.

Randall: That is true with his triggers. We are creating triggers we don't expect to ever happen. You would create a situation, and again that is your call and the council's call. Where it is unlikely those improvements will ever come in.

Cox: That is where there is room for an exception in my mind. It is already a dirt road. No one else has had to put it in.

Davis: My house was built 50 years ago.

Randall: Who knows maybe if you give them 10 1/2 feet, they might add to their houses.

Davis: I don't think I can. I would put up another unit to the east of it.

Jett: You have enough room to put another unit in.

Davis: I will have to pave all this.

Randall: It does create that odd situation where everybody, including Mr. Jett, is hesitant to build. When they must pay more than what they think is their fair share.

Jett: I hate that term, but when it benefits me, it sounds good.

Kent: Tom, one quick question, is the intent that this area that is currently used for turnaround would remain intact?

Jett: No. I will build a turn around. I think the term is called a hammerhead.

Kent: You are talking coming back this way for a turnaround.

Jett: The road will go straight down. Just like this. Then I will build a hammer head right in here. On my personal property. So, the garbage, fire truck, mailman, and Amazon can all turn around.

Decker: I may be the lone ranger here, but I am very comfortable with a 45-foot-wide road, but I am not comfortable with a 45-foot road that doesn't have improvements, curb, gutter, or pavement. That is where I am coming out on this. Again, I don't mind being the lone ranger if I am. I think it needs to be developed, however that happens it is not mine to judge. I am fine with 45-foot-road and the vacation with vacating, but unless there are improvements, I am not fine with it. By improvements I mean curb, gutter, and pavement.

Cox: Any other questions or comments?

Open Public Hearing

Ann Clark: I think we should follow the rules. The other thing I want to say is, Tom think about it. I know you don't want to pay for it but it is helping the city look beautiful and nice. It could be your contribution to the city. Do you see what I am saying. I am sitting here thinking, will it always be a dirt road? Will it never be developed? Then what do you do? Honestly, curb, gutter, and sidewalk keep things from being a weed mess and everything else. Look at it this way, Tom, it could be your contribution.

Jett: I am making enough contributions to our city.

Close Public Hearing

Webster: You guys can decide because it has got its complexities. I am for narrowing the road because then that is what is good for everybody else, but I agree with you and narrow changes the thing a bit.

Cox: You can make a dual recommendation. You can make a Positive Recommendation for the road width to be 45 feet, but along with that curb and gutter to his point. I mean, you could do those multiple ways. What are you thinking, Mr. McUne, is that a little better?

Jett: I am okay with a Negative Recommendation; I just need to move it forward.

Webster: I don't like kicking the can down the road because you have a hodge podge there and along

with what Ann said, what do we ever or never do with this? I think that is a fair question for the city council.

Webster motions for a Negative Recommendation on the Road Vacation 400 East 325 South; Decker seconds; all in favor for a unanimous vote.

II. CITY ITEMS

1) PUBLIC HEARING

Ordinance Text	Sections 32-2 Pertaining	Don Boudreau
Amendment	To Definitions	
(Recommendation)		

2) PUBLIC HEARING

Ordinance Text	Section 32-5	Don Boudreau
Amendment	Pertaining to Boundary	
(Recommendation)	Adjustment & Subdivision Amendment	

3) PUBLIC HEARING

Ordinance Text	Section 32-7 Pertaining to	Don Boudreau
Amendment	Preliminary Plat Applications	
(Recommendation)		

Don Boudreau: With the Chairs permission I would like to talk about items 1,2, 3 together. They all run together here. Essentially, these are changes to the City Subdivision Ordinance to align our own ordinances with recent changes to the State Code. A lot of this you could look up and look at this as clean up. The first section 32-2 pertains to city definitions. There are quite a few changes there, but I think the primary changes are the removal of Lot Line Adjustments and Parcel Boundary Adjustments. These were two processes previously in the state the code that we addressed, and state has done away with those processes. We are adding two new definitions. These are the kinds of things I think are the most important. One is called a Simple Boundary Adjustment that was like our old Lot Line Adjustment, and another called a Full Boundary Line Adjustment. In essence with a Simple Boundary Adjustment we do away the notifications that were required under Lot Line Adjustments, which I think is completely appropriate. This is if two property owners want to agree on where let's say their lot line or rear lot line is. So long as we are not affecting easements, public Rights-of-Way, and we are not creating any nonconformities with setbacks. This is the process for them to utilize. They can do that with a document that gets recorded with an exhibit and the city. We look at it and they are off to the races. In a nutshell. The Full Boundary Line Adjustment is for something that entails more complexities, and it is defined simply as something that is not a Simple Boundary Line Adjustment. As best we can tell, this would be for creating new lots, things that affect easements, public Rights-of-Way, and combining two lots. Essentially it is a subdivision amendment as best we can tell, which is a process you guys see here a couple times a month. Moving on to the next Section 32-5 these are processes we have established a process for the Simple Boundary Adjustment. The full boundary adjustment, and we have had added language out of the State Code to clarify our Subdivision Amendments processes. Essentially, Subdivision Amendments are something that has not really changed much and will still be bring those to the Planning Commission. Lastly, under Section 32-7 that is just a quick cleanup of language where we

CEDAR CITY ORDINANCE NO. 0709-25

**AN ORDINANCE OF THE CEDAR CITY COUNCIL VACATING PART OF A PUBLIC
RIGHT-OF-WAY LOCATED NEAR 400 EAST 325 SOUTH**

WHEREAS, the public right-of-way being considered is 325 South, just east of 400 East; and

WHEREAS, although mostly unimproved, 325 South is dedicated to a width of approximately 66 feet, which is only required for a Major Collector in the City's Transportation Master Plan and is substantially wider than needed for City purposes at this location; and

WHEREAS, due to the location and limited use of the right-of-way, a 45-foot right-of-way will adequately serve the needs of the few properties that use 325 South; and

WHEREAS, due to the north side of the street having developed properties and to the south side having vacant lots, the Cedar City Council determines that splitting the vacated 21 feet unequally best serves the City's needs; and

WHEREAS, the Cedar City Planning Commission reviewed the original proposal and provided a positive recommendation for the right-of-way vacations; and

WHEREAS, prior to holding a public hearing before the Cedar City Council public notice has been published in accordance with the applicable provisions of the Utah Municipal Land Use Development and Management Act; and

WHEREAS, after receiving public input during the public hearing, if any, the Cedar City Council determines, in accordance with UCA §10-9a-609.5, that good cause exists to vacate twenty-one feet of the public right-of-way, vacating [] feet from the north side and [] feet from the south side of 325 South, and that no material injury to any person or the public interest will occur by the proposed vacation of these portions of the public right-of-way.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that the above-listed portions of the public right-of-way are hereby vacated as more particularly described in Exhibit A.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

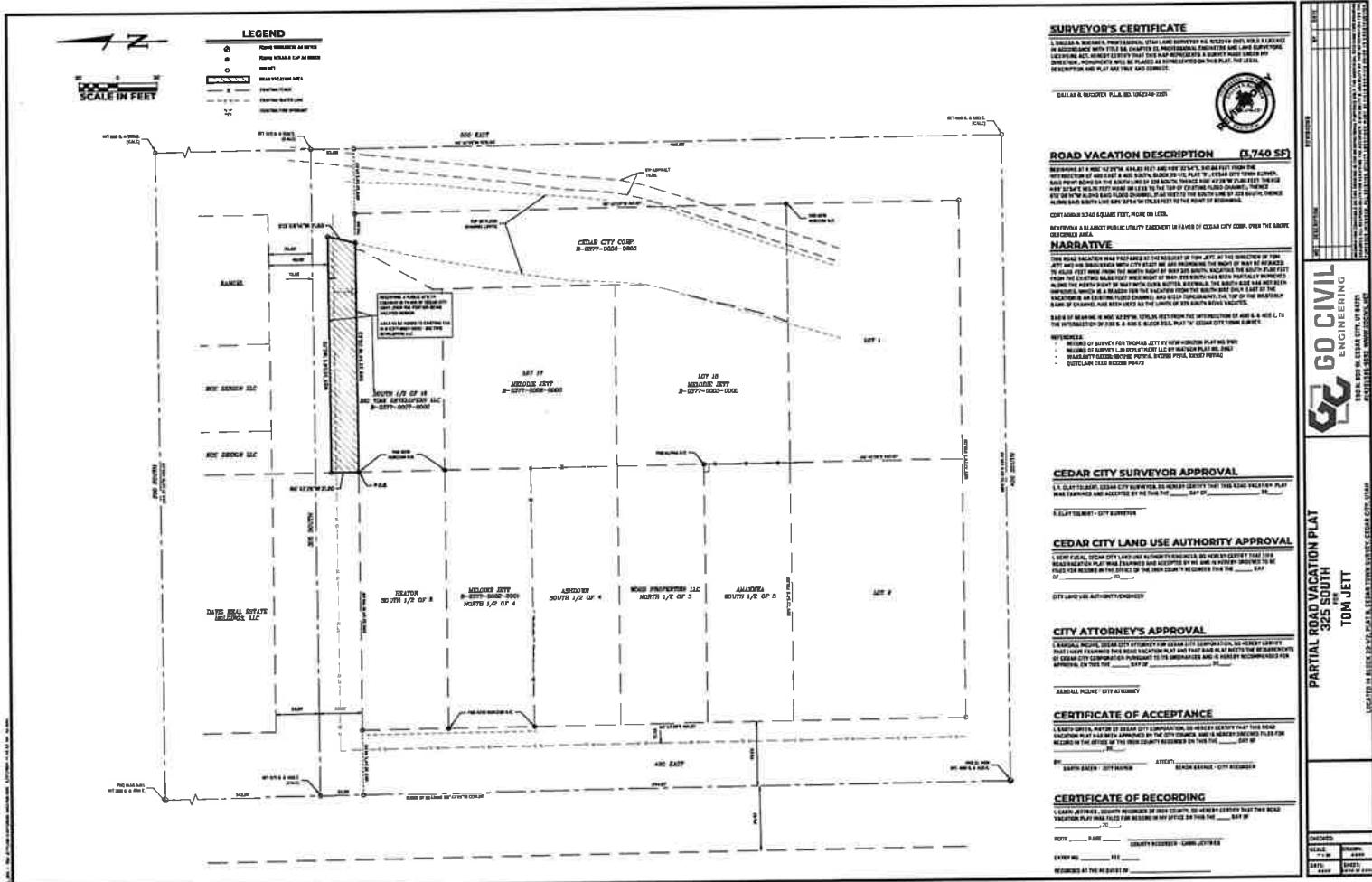
This ordinance, Cedar City Ordinance No. 0709-25 shall become effective immediately upon passage and publication as required by State Law.

Dated this _____ day of July, 2025.

Garth O. Green
Mayor

[Seal]
Attest

Renon Savage
Recorder



CEDAR CITY COUNCIL

AGENDA ITEMS – 4

DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: June 30, 2025
SUBJECT: Resolution Adopting a Development Agreement to Avoid Public Improvements at 478 East 325 South (Tom Jett).

DISCUSSION:

Please find a proposed resolution and development agreement with Tom Jett to avoid installing typically required improvements with only some of the improvements being required if a future trigger occurs. Please note that Mr. Jett specifically requested that I submit the proposed development agreement as he wanted it, not with any negotiation or modifications on my part in an effort to reduce any potential harm or costs to the City and its taxpayers if Mr. Jett is not required to install improvements as required by ordinance. I advised him that I would recommend against agreeing to this development as it is entirely one-sided; he requested it proceed forward as drafted regardless.

The Council has previously heard my opinion on the dangers of development and deferral agreements that delay the installation of public improvements. The ability to enforce later installation of those improvements is substantially less than the ability to require them now. Additionally, this agreement entirely removes the requirements for a cul-de-sac, the width of roadway Mr. Jett would be required to install (12-feet past centerline), as well as curb, gutter, and sidewalk – even if the trigger event occurs. Only if the taxpayers pay for nearly all of it will this street ever meet the requirements of City ordinance. If Mr. Jett is required to comply with ordinance, the expense to the City and its taxpayers will be greatly reduced.

I also included a redline version of the agreement modified by City Engineer Kent Fugal, which is his effort to reduce the risk and harm to the City and its taxpayers. Mr. Jett has not agreed to those modifications. Even with those proposed changes, the Planning Commission gave a negative recommendation.

Please consider whether to pass this resolution and development agreement allowing Mr. Jett to avoid certain public improvements and deferring others.

Kent: I have seen a lot shorter than 2 years, but 2 years is consistent with. What our ordinance has for the initial and trying to get these one every year. Which some of the as Randall has mentioned, some of the other extensions we have done, we have just added year. When you are talking about 7 more phases to get done that probably is not workable. So, I think the 2 years while I still have concerns to dragging out as long as this could potentially still drag out that we are working off old standards. To me that sounds like a reasonable compromise.

Cox: I think there is a concern.

Don: We are still on 12-year deal. We have 5 additional phases.

Cox: They must perform. The 12 years is max anyway.

Randall: To emphasize it can potentially be longer than that because we are asking you to key it from the last the last final plat recorded. There is a delay in between when they file the application, get our approvals, and then record it. It could be longer, but on the flip side, they have already finished phases 1 through 3. I believe they have filed for 4 and 5.

Steve: We have turned in the application.

Randall: There are only 5 phases left that have not already been approved or have started in the process. We have just stopped them because of the 2-year clock.

Steve: We intend to submit applications as fast as the city to get these done.

Jett motions for a Positive Recommendation to extend it 2 years from the previous plat for each phase; Davis seconds; all in favor for a unanimous vote.

4. PUBLIC HEARING

Development Agreement
(Recommendation)

478 East 325 South

Tom Jett

Tom Jett: I addressed this issue a couple of weeks ago. This is at 325 South 400 East. A Development Agreement where we plan to build our forever home. That is a small dirt road that exist. That dirt road has been there for about 80 to 100 years, the home at the end was built in 1910. I would ask to waive a few of our requirements such as the asphalt on that road. Curb and gutter along my portion of that road. That is in front of my property.

Cox: There is a little bit of land beyond your property that at one point could be developed even though it might not be likely because of the topography. Is that correct? If they do not submit and then they have to do curb and gutter, then we have some with and some without. Have you considered that?

Jett: I will tell you if the property to my east develops and they put curb, and gutter completes that road and put curb and gutter in. I will be happy to put the curb gutter in.

Cox: Do you want a deferral agreement?

Jett: Yes.

Cox: Is that what is written?

Jett: If the property to my east develops and they put a road in and they have curb and gutter in?

Kent: I wanted to clarify what you see on the screen with those red lines; those are my suggestions. That did not come from the applicant. What is there but prior to those red lines is what came from the applicant. That was paragraph that I found troubling and those where my suggested revisions. You don't need to take my suggestion necessarily.

Jett: I'd also be willing to chip seal, but I'd like to chip seal in front my property, not the whole street for the neighboring property. So, they will benefit financially from my wallet.

Decker: Isn't there just one lot before your property?

Jett: Yes. It is 200 feet long.

Randall: Those owners were here in a previous meeting.

Decker: As I recall, the Heatons. Have they expressed an interest in curb, gutter or pavement?

Jett: Nope.

Decker: I am wondering why you would not want curb, gutter, or payment? Is it just costs only.

Jett: Half the street is not curb and gutter. The street is a street to nowhere. Curb and gutter are traditionally there to direct the water. So, it is not running onto everybody else's. The water is going to naturally run down through that irrigation ditch.

Decker: Again, I am not trying to be cynical, but is there such a thing as a road to nowhere?

Randall: Here is a question for you. If you look at the city's map, we have 100 plus Cul De Sacs. Many of those are noticeably short roads.

Decker: That is what Cul De Sac not nowhere

Randall: Right, and that is what our ordinance would require if we had to do. We would be aiming either for putting it through it or a temporary Cul De Sac.

Jett: It would eliminate half my lot.

Randall: A temporary one forever.

Decker: The curb and gutter would take half your lot.

Jett: No, the Cul De Sac would.

Decker: Gotcha.

Cox: Are there any plans for that to punch through.

Randall: That road is not a master plan road. It is the same thing we would ask a new subdivision comes in and they make a short a road. That is what we would make them do. The difference here is that Mr. Jett is the King of infill. That is what he is asking, do you think infill gives him some leeway that says a new developer, new subdivision would not get.

Cox: I am somewhat sympathetic to his request because the other side of the street is developed. There is no curb and gutter other than that one little strip, but not forever. If someone down the line must do it, then I think he must do it. That is my break point, if that makes sense. If they develop beyond, which is possible, and the city is asking them to do curb and gutter, then I would think it would need to roll all the way back.

Jett: I am okay with that.

Davis: How do you come after someone with that after so long?

Cox: We do deferral agreements quite often, but they are a little harder too.

Decker: I am wondering about the enforceability on that down the road. I am not trying to get on Tom's bad side.

Cox: Because there is nothing to hold them over the barrel, right?

Randall: If the east property comes in, say 10 years from now, short of a lawsuit and lean kind of thing. There is no way to force Mr. Jett or any successor to get it done. It is through leases and lawsuits. The city's best enforcement mechanism are those permits. The ability to say you can't live there, build. That is our easiest enforcement. You have heard the argument from me on every deferral agreement that has ever come through.

Cox: The thing that not only this body but the City Council has to deal with is why do you think you deserve? While we ask other people to enforce the curb and gutter? I am not trying to be facetious.

Jett: I don't think it makes sense to put it there. For the curb and gutter it would be directing the water to any place. If anything, it will be keeping the water off my property. The way my property will be lifted. My home will be a couple feet off the street elevation. The natural drainage will go right on down.

Cox: I agree, there are some things that don't make sense even though it is city ordinance. We discussed

the sidewalk to nowhere.

Decker: I don't know if this is a precedent or not, but there are two homes that went in a street just half a block from where I live and curb, gutter and payment was required just to the south of me and it is only half the street, but aesthetically it is more pleasing.

Jett: But that is a through street.

Decker: Eventually it will be, right now it is not.

Cox: This potentially can be, but it is not likely.

Davis: Back to the curb and gutter, we do have on my side street, we have curb, gutter and sidewalk. I have seen that full, the water hopped the curb and flooded the basement of my rental. It was a great day. There is that possibility.

Jett: Like I said, my home will be 2 feet above the street.

Davis: I don't want yours to flood mine.

Jett: Mine will be a slab on grade. I won't have a basement.

Cox: Any more questions?

Jennifer: Can I ask questions?

Randall: As long as you recall your role for this conversation is not as a member of this Planning Commission. You are speaking as a neighbor who may be affected by the decision being made.

Davis: Okay, I am speaking as a neighbor and not as a member of the Planning Commission. I might be affected by whatever we decide. I own the property to the north and don't love that you are just chip sealing 12 feet across the road.

Jett: No, I would be chip sealing half of center line.

Davis: But not the whole street?

Jett: Not the whole street.

Randall: If you go by what Mr. Jett's request is, he would not put in any of those improvements at this point. If a property right across the street from yours, the Heatons on the corner, if they ever develop. Then Mr. Jett's proposal would be that he would only put in a chip seal to the halfway point of the road, not the center line plus 12 feet. Just in front of his property. He would avoid putting in the access road that would be required up to his property line and he would also avoid doing that 12 feet. The difficulty in my case is. I look at that 12-foot past center line and part of the reason is it allows a two-way flow of traffic. If you do only half the street, you are not going to have two lanes at all. I think that is the reason we push for that 12-feet past. Is so you as least have minimum for two-way.

Don: You just have a beat-up piece of asphalt.

Randall: That is why I think you can see Kent's recommendation is that it would still require the 12-feet past. The strikeout you are seeing.

Cox: So, center plus 12 feet. Which is typical and the ordinance.

Randall: Mr. Fugal also struck out the waiting until the neighbors put in theirs too. You can see what his recommendation is. I emphasized Mr. Jett when I drifted this for him, this was not negotiated. He wanted his wording. I am not saying this as my recommendation, and I warned him I would say that.

Jett: He made that perfectly clear.

Randall: The call is the councils with your recommendation, but even these kinds of agreements with the city result in things not getting finished. The triggers are well one, curb, gutter and sidewalk as he proposed it is no trigger. He would never put those in.

Jett: Unless the property to the east of me continues that road through.

Randall: Well, that was not what you recommended. Now we are adding it. My two biggest fears on these are one, the enforcement I already mentioned and two is informal precedent you create. What is the difference in this case versus every other case that we have throughout that road. Informal every case

where we have a have a temporary Cul De Sac that leads to a drop off. We have a few of those next to the temple. We made every one of those put in at least a temporary Cul De Sac and curb, gutter and sidewalk along their street.

Decker: I am very concerned about the precedent it could set.

Randall: If someone else comes in with a similar set-up you are going to be either telling them yes, because it is a good idea, or you will need to explain why there is a difference.

Cox: Does anyone else have any questions for Mr. Jett?

Public Open Hearing

Public Closing Hearing

Lunt: Motions for a Positive Recommendation for property at 478 East 325 South as stated.

Davis: This has been stricken.

Lunt: Does anything in red need to modify?

Randall: That is the question for you. What Mr. Jett proposed does not have those red changes, the cross-outs or the additions. Do you make a positive recommendation on Mr. Jett's proposal with his addition today of adding to the part of curb, gutter and sidewalk if the east property comes in or do you want a positive recommendation with what Mr. Fugal is recommending with the redlines?

Jett: All I am asking if I must chip seal it. That you allow me to just chip and seal it in front of my home versus enrich the neighbors. Nothing is more frustrating than enriching other people.

Lunt: My recommendation will be for Mr. Jett's proposal. Just so this can move on and come to a head.

Webster: I have trouble getting over the goose and the gander thing. You, what is good for goose is good for the gander. I don't know how you get over the top of that. They just don't. There is a nice guy who says, yeah let's just do it, it is fine, it is an old street. I have mountain property, it's old roads frustrated, but you are going to require something of one and not the other.

Cox: Motion dies for a lack of a second. Do we entertain another recommendation?

Jett: You can give me a negative recommendation. We all know this will go to the next step and then I will plead my case at the next level. I just need to get off the dime.

Webster motions for a Negative Recommendation; Decker seconds; all in favor for a unanimous vote.

5. PUBLIC HEARING

Road Vacation
(Recommendation)

400 East 325 South

Tom Jett

Tom Jett: I have asked the city on the property, the dirt strip, to vacate that road. Right now, that road is 65 feet wide. I have dealt with Engineering; this was before Kent Fugal came along. I dealt with the previous City Engineer Jonathan Stathis. He states that he didn't have any problems making this into a 45-foot road. That is a standard city street. I am asking the city if they would vacate 22 feet of the road on the south side of 325 South directly in front of my property.

Randall: Your map shows 21 feet. I think it goes from 66 to 45.

Webster: Is the 45 is that normal width of the road.

Jett: According to Jonathan that road would be more than adequate. There are five homes on that street.

Kent: Our current city standard for a local residential street is 45-feet. That is what this would leave is that standard.

CEDAR CITY RESOLUTION NO. 25-0709-

**A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR BIG TIME
DEVELOPERS, LLC, FOR PROPERTY LOCATED AT APPROXIMATELY 478 E 325
S, CEDAR CITY UTAH.**

WHEREAS, the City Council hereby determines that it will be in the best interest of the City to allow use and development of the subject property in accordance with the Development Agreement; and

WHEREAS, the Development Agreement will allow the subject property to be developed pursuant the terms and conditions contained therein; and

WHEREAS, the Development Agreement outlines each party's responsibilities; and

WHEREAS, attached hereto and incorporated herein as exhibit A is the Development Agreement; and

WHEREAS, the Development Agreement has been reviewed and received a negative 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 Development Agreement provided in Exhibit A is approved by Cedar City.

Council Vote:

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

This resolution shall take effect immediately upon passage.

Dated this ____ day of July 2025.

Garth O. Green, Mayor

[SEAL]

ATTEST:

Renon Savage, Recorder

EXHIBIT A

Cedar City's Development Agreement with Big Time Developers, LLC.

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this _____ day of _____ 2025 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and Big Time Developers, LLC, a Utah limited liability company, hereafter referred to as “Owner”. The Owner is the owner of the property located at approximately 476 E 325 S, contained in Iron County Parcel Number B-0377-0007-0000 (the “Project”). The City and Owner are sometimes collectively referred to in this Agreement as the “Parties”.

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Owner is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project subject to this agreement is located entirely on Iron County Parcel Number B-0377-0007-0000 (0.23 acres) located on or about 476 E 325 S, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. This Agreement is to regulate the intended land uses and access within this Project. It is anticipated that the Project will be developed in a manner to accommodate a single family home.

E. Owner and City desire to allow the Owner to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.

F. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserves and maintains the atmosphere desired by the citizens of the City. Moreover, the Owner has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

G. Consistent with the foregoing authorization and the provisions of Utah State law, the City’s governing body has authorized execution of this Agreement by Resolution ***Resolution Number***, a copy of which is attached to this Agreement as Exhibit “B”.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. Recitals.

The recitals set forth above are incorporated herein by this reference.

II. Exhibits.

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution

III. Owner Obligations.

A. Completion of the Project. Owner agrees to construct and complete the Project in accordance with City Ordinance and dedicate to the City any roads and other applicable public infrastructure included within the Project. Owner hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

- i. Except as provided herein, no public improvements for the Project will be required initially for the construction of a single-family home on the property.
- ii. No curb, gutter, or sidewalk improvements will be required to be installed by Owner for the construction of a single-family home on the property.
- iii. Owner will install a chip seal road for the width of the property from the south end of the roadway to the centerline, but not the additional twelve feet past centerline as typically required by ordinance, within thirty (30) days of installation of any public improvements on 325 South along the property to the west (Parcel # B-0377-0001-0000).
- iv. Owner will install an adequate hammerhead of adequate all-weather material, including any necessary subgrade and surface material, to safely support the weight of Fire Department apparatus on Owner's property with the construction of any building on the property; and
- v. Except as otherwise stated herein, Owner agrees to satisfy all other requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Owner acknowledges that over time City ordinances, policies, standards, and procedures may change. Owner's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

IV. Vested Rights and Reserved Legislative Powers.

- A. Zoning; Vested Rights. The City has zoned the property as R-2-2 as shown on the City's zoning map and the zoning for City accommodates and, except as expressly limited in this Agreement, allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Owner "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, densities, and other development standards reflected in this Agreement are approved under, and consistent with, City's existing laws, Zoning Map, and General Plan including, without limitation, expected construction of a single-family home. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.
- B. Reserved Legislative Powers. Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder's Office.

VI. General Provisions.

A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation
10 N. Main St.
Cedar City, Utah 84720

If to Owner: Big Time Developers, LLC
1046 Brook St
Cedar City, Utah 84721

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is

duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of

this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.

- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

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

OWNER:

P and J Investments, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF)

:ss.

COUNTY OF)

On this _____ day of _____ 2025, _____ personally appeared before me and duly acknowledged to me that s/he signed the above and foregoing document.

NOTARY PUBLIC

CITY:

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of May 2025, 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, 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 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 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

Exhibit A

Legal Description

Exhibit B

Adopting Resolution

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this _____ day of _____ 2025 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and Big Time Developers, LLC, a Utah limited liability company, hereafter referred to as “Owner”. The Owner is the owner of the property located at approximately 476 E 325 S, contained in Iron County Parcel Number B-0377-0007-0000 (the “Project”). The City and Owner are sometimes collectively referred to in this Agreement as the “Parties”.

RECITALS

- A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Owner is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City’s general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.
- C. The Project subject to this agreement is located entirely on Iron County Parcel Number B-0377-0007-0000 (0.23 acres) located on or about 476 E 325 S, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).
- D. This Agreement is to regulate the intended land uses and access within this Project. It is anticipated that the Project will be developed in a manner to accommodate a single family home.
- E. Owner and City desire to allow the Owner to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.
- F. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserves and maintains the atmosphere desired by the citizens of the City. Moreover, the Owner has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.
- G. Consistent with the foregoing authorization and the provisions of Utah State law, the City’s governing body has authorized execution of this Agreement by Resolution ***Resolution Number***, a copy of which is attached to this Agreement as Exhibit “B”.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. Recitals.

The recitals set forth above are incorporated herein by this reference.

II. Exhibits.

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution

III. Owner Obligations.

- Completion of the Project. Owner agrees to construct and complete the Project in accordance with City Ordinance and dedicate to the City any roads and other applicable public infrastructure included within the Project. Owner hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:
 - Except as provided herein, no public improvements for the Project will be required initially for the construction of a single-family home on the property.
 - No curb, gutter, or sidewalk improvements will be required to be installed by Owner for the construction of a single-family home on the property.
 - Owner will install a chip seal road ~~from 400 East to the East end for the width of the property from the south end edge of the roadway to 12 feet past the centerline, but not the additional twelve feet past centerline as typically required by ordinance, within thirty (30) days of installation of any public improvements on 325 South along the property to the west (Parcel # B-0377-0001-0000).~~
 - Owner will install an adequate hammerhead of adequate all-

weather material, including any necessary subgrade and surface material, to meet the Fire Code requirement and to safely support the weight of Fire Department apparatus on Owner's property with the construction of any building on the property; and

- Except as otherwise stated herein, Owner agrees to satisfy all other requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Owner acknowledges that over time City ordinances, policies, standards, and procedures may change. Owner's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

IV. Vested Rights and Reserved Legislative Powers.

- Zoning; Vested Rights. The City has zoned the property as R-2-2 as shown on the City's zoning map and the zoning for City accommodates and, except as expressly limited in this Agreement, allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Owner "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, densities, and other development standards reflected in this Agreement are approved under, and consistent with, City's existing laws, Zoning Map, and General Plan including, without limitation, expected construction of a single-family home. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.
- Reserved Legislative Powers. Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to

enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

- Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement. Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder's Office.

VI. General Provisions.

- Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation

10 N. Main St.

Cedar City, Utah 84720

If to Owner: Big Time Developers, LLC

1046 Brook St

Cedar City, Utah 84721

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- **Mailing Effective.** Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.
- **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.
- **Authority.** The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business

in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

- Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

- Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.
- Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.
- Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

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

OWNER:

P and J Investments, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF)

:ss.

COUNTY OF)

On this _____ day of _____ 2025, _____ personally
appeared before me and duly acknowledged to me that s/he signed the above and foregoing
document.

NOTARY PUBLIC

CITY:

GARTH O. GREEN

MAYOR

[SEAL]

ATTEST:

RENON SAVAGE

CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of May 2025, 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, 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 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 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

Exhibit A

Legal Description

Exhibit B

Adopting Resolution

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

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: July 2, 2025

Subject: Consider an amendment to City Ordinance 35-10(C) to establish Parking Restrictions on 4100 West adjacent to Iron Springs Elementary School.

Discussion: The Iron County School District is requesting that parking restrictions be established adjacent to Iron Springs Elementary School. The parking restrictions are needed to provide for a bus loading and drop-off zone on the west side of the school. Traffic conflicts are occurring on the east side of the school related to parents dropping off their children along with buses also trying to stage on the east side of the school. School District officials feel that it would be better to stage the buses on the west side of the school in order to improve traffic flow and reduce the conflicts between buses and parents.

It is proposed that parking restrictions be implemented along the east side of 4100 West adjacent to Iron Springs Elementary School. The east side of the road will be painted with yellow curb and have associated signs installed indicating the parking restrictions.

The following are the proposed parking restrictions. The parking restrictions would be described in the ordinance as follows:

Parking restrictions being proposed:

5. school bus loading and drop-off zone only between 8:00 a.m. and 4:00 p.m. Monday through Friday on the east side of 4100 West for a distance of 472 feet along the frontage of Iron Springs Elementary School

If approved, City Ordinance section 35-10(C) will need to be amended to describe the parking restrictions.

Requested Action: Please consider whether to approve the parking restrictions on 4100 West adjacent to Iron Springs Elementary School. Thank you for your consideration of this request.

As the following map indicates, there is a significant amount of traffic on 4100 West between 40th and 41st Streets. This is a major north-south artery in the area, and the traffic volume is increasing.

Iron Springs Elementary School is located on 41st Street, just west of 4100 West. The school has a large number of students, and many parents drive to the school to drop off and pick up their children. This results in a significant amount of traffic on 4100 West, particularly during the school day. The traffic is often backed up for several blocks, causing delays for both drivers and pedestrians.

Iron Springs Elementary School is located on 41st Street, just west of 4100 West. The school has a large number of students, and many parents drive to the school to drop off and pick up their children. This results in a significant amount of traffic on 4100 West, particularly during the school day. The traffic is often backed up for several blocks, causing delays for both drivers and pedestrians.

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**CEDAR CITY
ORDINANCE 0709-25-**

AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 35-10 PARKING RESTRICTIONS, TO ESTABLISH NO PARKING ZONES NEAR 600 SOUTH AND 860 WEST, EXPAND AN EXISTING NO PARKING ZONE NEAR AIRPORT ROAD AND KITTY HAWK DRIVE, AND ESTABLISHING A SCHOOL BUSS LOADING AND DROP-OFF ZONE NEAR IRON SPRINGS ELEMENTARY SCHOOL

WHEREAS, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

WHEREAS, establishing additional parking restrictions in some areas will provide additional safety by increasing sight distance and reducing conflicts between the motoring public and pedestrians; 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 restrict parking in these location to prevent obstructive and hazardous parking.

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

SECTION 1: AMENDMENT “Section 35-10 Parking Restrictions” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 35-10 Parking Restrictions

- A. The parking restrictions contained herein shall be marked with upright signs complying with standards set forth in the Uniform Manual on Traffic Control Devices and where appropriate painting the curb in a color as designated in the Uniform Manual on Traffic Control Devices.
- B. No parking shall be allowed in the following areas:
 1. from 1000 West to Interstate 15 Freeway on the north side of 200 North in Cedar City, Utah;
 2. sixteen feet south of the 200 North right of way on the West side of 100 West;
 3. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the crosswalk;

4. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West);
5. an approximate 16-foot-long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot 1, Block 36, Plat B, Cedar City Town Survey;
6. the south side of 200 North from Main Street to 100 East;
7. the south side of College Avenue from 100 West to 300 West;
8. along Royal Hunte Drive:
 - a. extending from the crosswalk in front of Cedar Middle School in the following manner: on the North Side of the street 150 feet to the east of the crosswalk and 50 feet west of the crosswalk;
 - b. on the south side of the street 50 feet east of the crosswalk and 150 feet west of the crosswalk;
 - c. from the east entrance of the Aquatic Center parking lot extending 220 feet to the east; and
 - d. on the south side of the street extending from 1850 West to 2200 West.
9. on the south side of Cross Hollow Road extending 150 feet west from the main entrance and exit to Walmart (said entrance/exit is the second entrance/exit on the south side of Cross Hollow Road located west of the Royal Hunte Drive and Cross Hollow Road intersection);
10. beginning at the intersection of Main Street and 1925 North and extending west along the north and south side of 1925 North for 1300 lineal feet;
11. along 1895 West Cross Hollow Drive, beginning at the Walmart Northeast entrance and running west to the CATS bus stop;
12. on the east side of Cove Drive from the centerline of the LDS Temple entrance extending south to the north side of the intersection of Cove Drive and Silver Crest Circle; and on the west side of Cove Drive from the centerline of the LDS Temple entrance extending 250 feet to the north;
13. on the north side of DL Sargent Drive for 35 feet in front of the Public Safety Building;
14. in front of the SUU Sports Performance Building for 250 feet on each side of the street;
15. in front of the South Elementary School for 100 feet on the southside of 400 South starting from the crosswalk going west and 100 feet on the northside of 400 South starting from the crosswalk going east;
16. along the south side of Coal Creek Road starting at 300 West and going 80 feet to the west;
17. on the west side of 450 West starting at 245 South and going to 280 South;
18. on the west side of Cove Drive from the trail crosswalk 30 feet to the north, and on the east side of Cove Drive from the trail crosswalk 30 feet to the south;
19. along the southerly half of Lot 1 on Eagle Ridge Drive in the Canyon at Eagle

Ridge Phase 2 subdivision; and

20. on the south side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the east parking lot entrance 50 feet to the east.
21. Beginning at the intersection of Royal Hunte Drive and Sage Drive and extending east/northeast along the south and east side of Sage Drive to the Pioneer Center PUD entrance and extending east/northeast along the north and west side of Sage Drive to Regency Road.
22. on the south side of Harding Avenue between 100 West and Main Street with a loading zone of 40 feet placed on the north side of Harding Avenue beginning 35 feet east of 100 West extending to 75 feet east of 100 West.
23. on the west side of 500 West beginning 125 feet north of 200 North extending 175 feet north of 200 North.
24. on the west side of 400 East beginning at the south edge of the driveway entrance into East Gate PUD Unit 2 and extending 50 feet south of the driveway entrance.
25. on the east side of Airport Road beginning at the intersection of Kitty Hawk Drive and extending ~~218~~380 feet south of the intersection.
26. on the north side of Kitty Hawk Drive beginning at the intersection of Airport Road and extending 224 feet east of the intersection.
27. on the north and south sides of Canyon Ranch Drive beginning at the intersection of Main Street and extending east until Canyon Ranch Drive intersects with Auto Mall Drive and Wedgewood Lane, and extending west to the west side of 2610 North Canyon Ranch Drive.
28. on the north and south sides of the reduced width roadway between the cul-de-sacs on 2125 South Circle and Moon Crest Drive.
29. in the vicinity of the intersection of 600 South and 860 West:
 - a. on the south side of 600 South Street 250 feet west and 150 feet east of 860 West;
 - b. on the north side of 600 South Street 120 feet west and 200 feet east of 860 West;
 - c. on the north side of 600 South Street 100 feet east of 780 West;
 - d. on the west side of 860 West Street 80 feet starting 144 feet south of the center of 600 South; and
 - e. on the east side of 860 West Street 62 feet south and 100 feet north of the Cedar High School bus entrance.

C. The following areas shall have the following restrictions on parking, stopping, and standing:

1. on the east side of the street in front of the County office building located at 82 North and 100 East fifteen (15) minute parking only;
2. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary;
3. from 1 p.m. to 4 p.m. Monday through Friday on the north side of 200 North

extending from 600 West to 500 West; and the east side of 600 West extending 185 feet north from the intersection of 200 North and 600 West; ~~and~~

4. student pick up and drop off only between 8:00 a.m. and 4 p.m. along the northside of 70 South (College Avenue) for 400 feet, with approximately 200 feet going west of 300 East and 200 feet going east of 300 East; ~~and~~
5. school bus loading and drop-off zone only between 8:00 a.m. and 4:00 p.m. Monday through Friday on the east side of 4100 West for a distance of 472 feet along the frontage of Iron Springs Elementary School.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, 1023-13, 1211-13, 0611-14, 0813-14-1, 0708-15, 0921-16-1, 0208-17-1, 0913-17, 0927-17-1, 0124-18-1, 0725-18-2, 0626-19-1, 0129-20, 0708-20-8, 1028-20-1, 0324-21-1, 0713-22-9, 0914-22, and 1214-22.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 16
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: July 2, 2025

Subject: Consider an amendment to City Ordinance 35-10(B) to establish No Parking zones in the vicinity of 600 South and 860 West.

Discussion: In January 2024, Horrocks Engineers completed a study of the intersection at 600 South and 860 West. The study was undertaken in order to determine improvements to traffic flow near this intersection which is located adjacent to Cedar High School. Based on the results of the study, funding in the amount of \$30,000 was allocated in Fiscal Year 2024/2025 to install new striping and signs in this area.

As part of the re-striping plan, there are several locations where “No Parking” restrictions are being proposed. The attached drawing shows the locations of the red curb along with the new lane striping and crosswalks. A new mid-block crosswalk is also being proposed across 860 West between Cedar High School and the seminary building. It is anticipated that the new crosswalk will wait to be striped until after the new seminary building is constructed.

The following are the proposed red curb locations. The No Parking zones would be described in the ordinance as follows:

No Parking restrictions being proposed:

- a. On the south side of 600 South Street 250 feet west and 150 feet east of 860 West.
- b. On the north side of 600 South Street 120 feet west and 200 feet east of 860 West.
- c. On the north side of 600 South Street 100 feet east of 780 West.
- d. On the west side of 860 West Street 80 feet starting 144 feet south of the center of 600 South.
- e. On the east side of 860 West Street 62 feet south and 100 feet north of the Cedar High School bus entrance.

If approved, City Ordinance section 35-10(B) will need to be amended to add these locations to the list of restricted parking areas.

Proper signage will also need to be installed and maintained by the City, if these No Parking restrictions are approved.

The following items are included with this Information Sheet:

1. Exhibit showing the proposed striping changes, red curb locations, new crosswalk, and modifications to the Cedar High School bus entrance to meet ADA requirements.
2. Proposed amendment to add City Ordinance section 35-10(B)(29).

Requested Action: Please consider whether to approve the “No Parking” restrictions near the intersection of 600 South and 860 West. Thank you for your consideration of this request.





**CEDAR CITY
ORDINANCE 0709-25-**

AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 35-10 PARKING RESTRICTIONS, TO ESTABLISH NO PARKING ZONES NEAR 600 SOUTH AND 860 WEST, EXPAND AN EXISTING NO PARKING ZONE NEAR AIRPORT ROAD AND KITTY HAWK DRIVE, AND ESTABLISHING A SCHOOL BUSS LOADING AND DROP-OFF ZONE NEAR IRON SPRINGS ELEMENTARY SCHOOL

WHEREAS, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

WHEREAS, establishing additional parking restrictions in some areas will provide additional safety by increasing sight distance and reducing conflicts between the motoring public and pedestrians; 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 restrict parking in these location to prevent obstructive and hazardous parking.

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

SECTION 1: AMENDMENT “Section 35-10 Parking Restrictions” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 35-10 Parking Restrictions

- A. The parking restrictions contained herein shall be marked with upright signs complying with standards set forth in the Uniform Manual on Traffic Control Devices and where appropriate painting the curb in a color as designated in the Uniform Manual on Traffic Control Devices.
- B. No parking shall be allowed in the following areas:
 1. from 1000 West to Interstate 15 Freeway on the north side of 200 North in Cedar City, Utah;
 2. sixteen feet south of the 200 North right of way on the West side of 100 West;
 3. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the crosswalk;

4. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West);
5. an approximate 16-foot-long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot 1, Block 36, Plat B, Cedar City Town Survey;
6. the south side of 200 North from Main Street to 100 East;
7. the south side of College Avenue from 100 West to 300 West;
8. along Royal Hunte Drive:
 - a. extending from the crosswalk in front of Cedar Middle School in the following manner: on the North Side of the street 150 feet to the east of the crosswalk and 50 feet west of the crosswalk;
 - b. on the south side of the street 50 feet east of the crosswalk and 150 feet west of the crosswalk;
 - c. from the east entrance of the Aquatic Center parking lot extending 220 feet to the east; and
 - d. on the south side of the street extending from 1850 West to 2200 West.
9. on the south side of Cross Hollow Road extending 150 feet west from the main entrance and exit to Walmart (said entrance/exit is the second entrance/exit on the south side of Cross Hollow Road located west of the Royal Hunte Drive and Cross Hollow Road intersection);
10. beginning at the intersection of Main Street and 1925 North and extending west along the north and south side of 1925 North for 1300 lineal feet;
11. along 1895 West Cross Hollow Drive, beginning at the Walmart Northeast entrance and running west to the CATS bus stop;
12. on the east side of Cove Drive from the centerline of the LDS Temple entrance extending south to the north side of the intersection of Cove Drive and Silver Crest Circle; and on the west side of Cove Drive from the centerline of the LDS Temple entrance extending 250 feet to the north;
13. on the north side of DL Sargent Drive for 35 feet in front of the Public Safety Building;
14. in front of the SUU Sports Performance Building for 250 feet on each side of the street;
15. in front of the South Elementary School for 100 feet on the southside of 400 South starting from the crosswalk going west and 100 feet on the northside of 400 South starting from the crosswalk going east;
16. along the south side of Coal Creek Road starting at 300 West and going 80 feet to the west;
17. on the west side of 450 West starting at 245 South and going to 280 South;
18. on the west side of Cove Drive from the trail crosswalk 30 feet to the north, and on the east side of Cove Drive from the trail crosswalk 30 feet to the south;
19. along the southerly half of Lot 1 on Eagle Ridge Drive in the Canyon at Eagle

Ridge Phase 2 subdivision; and

20. on the south side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the east parking lot entrance 50 feet to the east.
21. Beginning at the intersection of Royal Hunte Drive and Sage Drive and extending east/northeast along the south and east side of Sage Drive to the Pioneer Center PUD entrance and extending east/northeast along the north and west side of Sage Drive to Regency Road.
22. on the south side of Harding Avenue between 100 West and Main Street with a loading zone of 40 feet placed on the north side of Harding Avenue beginning 35 feet east of 100 West extending to 75 feet east of 100 West.
23. on the west side of 500 West beginning 125 feet north of 200 North extending 175 feet north of 200 North.
24. on the west side of 400 East beginning at the south edge of the driveway entrance into East Gate PUD Unit 2 and extending 50 feet south of the driveway entrance.
25. on the east side of Airport Road beginning at the intersection of Kitty Hawk Drive and extending ~~218~~³⁸⁰ feet south of the intersection.
26. on the north side of Kitty Hawk Drive beginning at the intersection of Airport Road and extending 224 feet east of the intersection.
27. on the north and south sides of Canyon Ranch Drive beginning at the intersection of Main Street and extending east until Canyon Ranch Drive intersects with Auto Mall Drive and Wedgewood Lane, and extending west to the west side of 2610 North Canyon Ranch Drive.
28. on the north and south sides of the reduced width roadway between the cul-de-sacs on 2125 South Circle and Moon Crest Drive.
29. in the vicinity of the intersection of 600 South and 860 West:
 - a. on the south side of 600 South Street 250 feet west and 150 feet east of 860 West;
 - b. on the north side of 600 South Street 120 feet west and 200 feet east of 860 West;
 - c. on the north side of 600 South Street 100 feet east of 780 West;
 - d. on the west side of 860 West Street 80 feet starting 144 feet south of the center of 600 South; and
 - e. on the east side of 860 West Street 62 feet south and 100 feet north of the Cedar High School bus entrance.

C. The following areas shall have the following restrictions on parking, stopping, and standing:

1. on the east side of the street in front of the County office building located at 82 North and 100 East fifteen (15) minute parking only;
2. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary;
3. from 1 p.m. to 4 p.m. Monday through Friday on the north side of 200 North

extending from 600 West to 500 West; and the east side of 600 West extending 185 feet north from the intersection of 200 North and 600 West; **and**

4. student pick up and drop off only between 8:00 a.m. and 4 p.m. along the northside of 70 South (College Avenue) for 400 feet, with approximately 200 feet going west of 300 East and 200 feet going east of 300 East; **and**
5. school bus loading and drop-off zone only between 8:00 a.m. and 4:00 p.m. Monday through Friday on the east side of 4100 West for a distance of 472 feet along the frontage of Iron Springs Elementary School.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, 1023-13, 1211-13, 0611-14, 0813-14-1, 0708-15, 0921-16-1, 0208-17-1, 0913-17, 0927-17-1, 0124-18-1, 0725-18-2, 0626-19-1, 0129-20, 0708-20-8, 1028-20-1, 0324-21-1, 0713-22-9, 0914-22, and 1214-22.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: July 2, 2025

Subject: Consider an amendment to City Ordinance 35-10(B)(25) to change the length of a No Parking zone on Airport Road.

Discussion: When the new traffic signal was installed at the intersection of Airport Road and Kitty Hawk Drive, several “No Parking” zones were established. One of the red curb areas extends south from the intersection along the east side of Airport Road. However, based on the length of the right turn lane heading northbound on Airport Road, the No Parking zone is not long enough. The red curb needs to extend to the south end of the white shoulder stripe taper. This will lengthen the No Parking zone on the east side of Airport Road from 218 feet to 380 feet.

The attached drawing shows the location of the proposed change to the red curb location.

The following is the proposed change to the red curb location. The No Parking zone would be described in the ordinance as follows:

Red Curb changes being proposed:

25. on the east side of Airport Road beginning at the intersection of Kitty Hawk Drive and extending 218380 feet south of the intersection

If approved, City Ordinance section 35-10(B)(25) will need to be amended to change the length of the restricted parking area.

Requested Action: Please consider whether to approve the modifications to the “No Parking” restrictions on Airport Road. Thank you for your consideration of this request.



**CEDAR CITY
ORDINANCE 0709-25-**

AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 35-10 PARKING RESTRICTIONS, TO ESTABLISH NO PARKING ZONES NEAR 600 SOUTH AND 860 WEST, EXPAND AN EXISTING NO PARKING ZONE NEAR AIRPORT ROAD AND KITTY HAWK DRIVE, AND ESTABLISHING A SCHOOL BUSS LOADING AND DROP-OFF ZONE NEAR IRON SPRINGS ELEMENTARY SCHOOL

WHEREAS, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

WHEREAS, establishing additional parking restrictions in some areas will provide additional safety by increasing sight distance and reducing conflicts between the motoring public and pedestrians; 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 restrict parking in these location to prevent obstructive and hazardous parking.

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

SECTION 1: AMENDMENT “Section 35-10 Parking Restrictions” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 35-10 Parking Restrictions

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 2. sixteen feet south of the 200 North right of way on the West side of 100 West;
 3. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the crosswalk;

4. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West);
5. an approximate 16-foot-long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot 1, Block 36, Plat B, Cedar City Town Survey;
6. the south side of 200 North from Main Street to 100 East;
7. the south side of College Avenue from 100 West to 300 West;
8. along Royal Hunte Drive:
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 - c. from the east entrance of the Aquatic Center parking lot extending 220 feet to the east; and
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13. on the north side of DL Sargent Drive for 35 feet in front of the Public Safety Building;
14. in front of the SUU Sports Performance Building for 250 feet on each side of the street;
15. in front of the South Elementary School for 100 feet on the southside of 400 South starting from the crosswalk going west and 100 feet on the northside of 400 South starting from the crosswalk going east;
16. along the south side of Coal Creek Road starting at 300 West and going 80 feet to the west;
17. on the west side of 450 West starting at 245 South and going to 280 South;
18. on the west side of Cove Drive from the trail crosswalk 30 feet to the north, and on the east side of Cove Drive from the trail crosswalk 30 feet to the south;
19. along the southerly half of Lot 1 on Eagle Ridge Drive in the Canyon at Eagle

Ridge Phase 2 subdivision; and

20. on the south side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the east parking lot entrance 50 feet to the east.
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 - c. on the north side of 600 South Street 100 feet east of 780 West;
 - d. on the west side of 860 West Street 80 feet starting 144 feet south of the center of 600 South; and
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2. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary;
3. from 1 p.m. to 4 p.m. Monday through Friday on the north side of 200 North

extending from 600 West to 500 West; and the east side of 600 West extending 185 feet north from the intersection of 200 North and 600 West; and

4. student pick up and drop off only between 8:00 a.m. and 4 p.m. along the northside of 70 South (College Avenue) for 400 feet, with approximately 200 feet going west of 300 East and 200 feet going east of 300 East; and
5. school bus loading and drop-off zone only between 8:00 a.m. and 4:00 p.m. Monday through Friday on the east side of 4100 West for a distance of 472 feet along the frontage of Iron Springs Elementary School.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, 1023-13, 1211-13, 0611-14, 0813-14-1, 0708-15, 0921-16-1, 0208-17-1, 0913-17, 0927-17-1, 0124-18-1, 0725-18-2, 0626-19-1, 0129-20, 0708-20-8, 1028-20-1, 0324-21-1, 0713-22-9, 0914-22, and 1214-22.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

CEDAR CITY COUNCIL
AGENDA ITEMS – 8
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: June 30, 2025
SUBJECT: Ordinance amending Sections 32-2, 32-5, 32-7, and 32-9 to satisfy 2025 legislative changes.

DISCUSSION:

As I noted in May, a number of Legislative changes this year have required modifications to City ordinances. The required modifications to our subdivision ordinance take a longer process through the Planning Commission with public hearings. Those changes are included in this proposed ordinance. The main changes are

- Changing parcel and lot line adjustments to “boundary adjustments” and adding related requirements
- Adding rules for “boundary establishments” where neighbors agree on where a previously disputed boundary line should be located
- Changing “simple minor lot” to “subdivision exemption” and modifying the requirements
- Altering subdivision amendment procedures and requirements
- Moving the subdivision warranty bonding requirement from pre-plat recording to pre-improvement acceptance and setting procedures for acceptance of those improvements

The Planning Commission gave a positive recommendation to these proposed changes. Please consider this ordinance making modifications to our subdivision ordinance.

**CEDAR CITY
ORDINANCE 0709-25—**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCES 32-2, 32-5, 32-7, AND
32-9 PERTAINING TO DEFINITIONS, SUBDIVISIONS, PROPERTY BOUNDARY
ADJUSTMENTS, WARRANTY BONDS, AND WARRANTY INSPECTIONS**

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enable Cedar City to pass ordinances as are necessary and proper to provide for the safety, promote the prosperity, improve the peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city; and

WHEREAS, the state legislature frequently makes changes to state statutes that require modification to City ordinance to come into compliance with the new changes; and

WHEREAS, this year's bills included changes to minor lots, amending subdivisions, and warranty bonds; 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 change Sections 32-2, 32-5, 32-7, and 32-9 by updating the existing ordinances.

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

SECTION 1: **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. **Boundary Adjustment**: An agreement between adjoining property owners to relocate a common boundary line that results in the conveyance of property between the adjoining lots, adjoining parcels, or adjoining lots and parcels. A Boundary adjustment does not mean a modification of a lot or parcel

boundary that creates an additional lot or parcel or is made by the Utah Department of Transportation.

4. Boundary Establishment: An agreement between adjoining property owners to clarify the location of an ambiguous, uncertain or disputed common boundary. A Boundary Establishment does not mean a modification that creates an additional lot or parcel or is made by the Utah Department of Transportation.
5. **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.
6. Conveyance Document: An instrument that meets the definition of a "document" in UCA Section 57-1-1 and meets the requirements of UCA Section 57-1-45.5.
7. Conveyance of Property: The transfer of ownership of any real portion of real property from one person or entity to the other.
8. Document: The same as the term is defined in UCA Section 57-1-1.
9. **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.
10. Establishment Document: An instrument that meets the definition of "document" in UCA 57-1-1 and meets the requirements of Section 57-1-45 as amended.
11. **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.
12. Full Boundary Line Adjustment/ Amended Plat: A boundary adjustment that is not a simple boundary adjustment.
13. **Intervening Property:** Property located between the existing City utilities and public service facilities, and the property under development.
14. **Land Use Authority:** The City Engineer and any designee(s) of the City Engineer.
15. **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.
16. **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.
17. **Lot Line Adjustment:** ~~As defined by Utah Code Ann. 10-9a-103, as amended.~~

18. **Meets & Bounds:** The description of a lot or parcel of land by courses and distances.
19. **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.
20. **Off-Site Facilities:** Facilities designed or located so as to serve other property outside the boundaries of the subdivision.
21. **Oversize Facility:** Facilities with added capacity designed to serve other property outside the boundaries of the subdivision or development site.
22. **Parcel:** means any real property that is not a lot.
23. **Parcel Boundary Adjustment:** ~~As defined by Utah Code Ann. 10-0a-103.~~
24. **Preliminary Plat:** A map of a proposed land division which has been prepared in accordance with regulations herein prescribed.
25. **Record of Survey Map:** A map of a survey of land in accordance with UCA Section 17-23-17 as amended.
26. **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.
27. **Simple Boundary Adjustment:** A boundary adjustment that does not affect a public right-of-way, municipal utility easement or other public property; affect an existing easement, onsite water system, or an internal lot restriction; or result in a lot or parcel out of conformity with land use regulations.
28. **Simple Minor Lot Subdivision Exemption:**
 - a. A ~~division of parcels~~subdivision where one of the following criteria is met:
 - (1) The ~~sub~~division 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~~parcels including the remainder parcel;
 - (2) The ~~sub~~division is in an industrial or commercial zone and all ~~lots~~parcels 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) parcels~~lots~~ including the remainder parcel; or
 - (3) The ~~sub~~division is in an industrial zone, commercial zone, or residential zone and meets the following criteria:

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

(B) The ~~sub~~division consists of less than three (3) ~~lots~~parcels 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. For all ~~simple minor lot~~ subdivisions exemptions, no ~~lot~~parcel 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.

c. The division shall be graphically illustrated on a record of survey map that includes a legal description of the parcel to be divided; a legal description of each parcel created by the division and a citation to the specific provision of UCA Section 10-9a-605 which authorizes an exemption to platting requirements.

d. The City shall issue a certificate of approval, and the record of survey map shall be filed with the county surveyor in accordance with UCA Section 17-23-17.

29. **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.

30. **Subdivision:** ~~A subdivision and what is included and not included in a subdivision is described in Title 10, Chapter 9a, Section 103 of the Utah Code~~Any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purposes, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms, and conditions.

a. A subdivision includes:

(1) The division or development of land, whether by deed, metes and bounds description, devise and testacy map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot.

(2) Divisions of land for residential and nonresidential uses including land used or to be used for commercial, agricultural, and industrial purposes.

b. A subdivision does not include the following:

(1) A bona fide division or partition of land used for agricultural purposes as provided in UCA Subsection 10-9a-605(2).

- (2) A recorded conveyance document consolidating multiple lots or parcels into one legal description encompassing all lots by reference to a recorded plat and all parcels by metes and bounds description; or the joining of a lot to a parcel.
- (3) A bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division is in anticipation of future land use approvals on the parcel or parcels; does not confer any land use approvals; and has not been approved by the land use authority.
- (4) A boundary adjustment.
- (5) A Boundary Establishment.
- (6) A road, street, or highway dedication plat.
- (7) A deed or easement for a road, street or high way purpose.
- (8) Any other division of land authorized by law.

31. **Subdivision Amendment:** An amendment to a recorded subdivision in accordance with UCA Section 10-9a-608 that vacates all or a portion of a subdivision; increases the number of lots within the subdivision; alters the public right-of-way, a public easement, or public infrastructure within the subdivision; or alters a common area or other common amenity within the subdivision.

a. A subdivision amendment does not include a simple boundary adjustment.

32. **Subdivision improvement plans:** the civil engineering plans associated with required infrastructure and City controlled utilities required for a subdivision.

33. **Subdivision ordinance review:** review by City staff to verify that a subdivision land use application meets the criteria of the City's subdivision ordinances.

34. **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 2: 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~~ Boundary Adjustment and Subdivision Amendment Procedure

A. ~~Lot line Simple Boundary Adjustments may be approved by the City Planning Commission if they comply with items (1) through (7) below. Lot line adjustments may be approved by the City Engineer if they comply with all items (1) through (8) below:~~

1. An application for a Simple Boundary Adjustment shall be submitted with the following information:
 - a. A conveyance document that complies with UCA Section 57-1-45.5 as amended.
 - b. A description of all lots or parcels affected by the proposed simple boundary adjustment.
2. The City Land Use Authority shall consent to a proposed Simple Boundary Adjustment if the land use authority verifies the following:
 - a. The conveyance document complies with UCA Section 57-7-45.5.
 - b. The simple boundary adjustment does not affect a public right-of-way, municipal utility easement, or other public property.
 - c. The simple boundary adjustment does not affect an existing easement, onsite wastewater system, or an internal lot restriction.
 - d. The simple boundary adjustment does not result in a lot or parcel being out of conformity with land use regulations.
3. If the land use authority determines that the simple boundary adjustment meets the requirements of Section A(2) above, the land use authority will issue a Notice of Consent which stipulates that the land use authority is not responsible for any error related to the boundary adjustment and that the county recorder may record the simple boundary adjustment.
4. If the land use authority determines that a proposed simple boundary adjustment does not meet the requirements of Section A(2) above, then a full boundary adjustment will be required.
5. ~~No more than three (3) lots are affected by the lot line adjustment;~~
6. ~~No City streets or easements are affected by the lot line adjustment;~~
7. ~~No City street dedications or easement dedications are required by the lot line adjustment;~~
8. ~~No public infrastructure or improvements are required to be constructed and/or dedicated to the City;~~
9. ~~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;~~
10. ~~All City zoning ordinances are complied with;~~
11. ~~All fee owners of the affected lots join in the petition; and~~
12. ~~The proposed lot line adjustment is not contested by any property owner who was required to receive a notice according to this section.~~

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

1. An application for a Full Boundary Adjustment shall be submitted with the following information as follows:

- a. A conveyance document that complies with UCA Section 57-1-45.5 as amended.
 - b. A survey that complies with UCA Subsection 57-1-45.(3)(b).
 - c. A plat amendment.
2. The City Land use Authority shall consent to a proposed full boundary adjustment if the land use authority verifies the following:
 - a. The conveyance document complies with UCA Section 57-7-45.5.
 - b. The required survey shows no evidence of a violation of a land use regulation.
 - c. A plat amendment corresponding with the proposed full boundary adjustment has been approved in accordance with UCA Section 10-9a-608 as amended.
3. If the land use authority determines that the full boundary adjustment meets the requirements of Section B(2) above, the land use authority will issue a Notice of Consent which stipulates that the land use authority is not responsible for any error related to the boundary adjustment and that the county recorder may record the full boundary adjustment.
4. a record of survey showing:
 - a. ~~Proper seal;~~
 - 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.~~

5. 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.~~

6. 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. Subdivision Amendment ~~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. An application for a Subdivision Amendment shall be submitted with the following information as follows:
 - a. A plat depicting only the portion of a subdivision that is proposed to be amended;
 - b. The plat name distinguishing the amended plat and the original plat;
 - c. A description between the amended plat and the original plat; and
 - d. References to the original plat.
2. The City Land Use Authority shall prepare a notice of a petition for a plat amendment by mail or email for the following:
 - a. Each affected entity that provides a service to a property owner of record of the portion of the plat that is being vacated or amended; and
 - b. Each property owner of record within the portion of the subdivision that is proposed to be amended.
 - (1) The notice shall be sent to each property owner of record and shall include a deadline by which written objections to the petition are due to the land use authority, but no earlier than ten (10) calendar days after the day which the notice is sent.
3. Public Hearing Requirements:
 - a. The Land Use Authority shall hold a public hearing within 45 days after the day on which a petition is filed if any property owner within the subdivision that is proposed to be amended notifies the city of an objection in writing before the notification deadline.
 - b. A public hearing is not required, and the land use authority may consider at a public meeting an owner's petition for the following:
 - (1) Join two or more of the petitioner fee owner's contiguous lots;
 - (2) Subdivide one or more of the petitioning fee owners lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;
 - (3) Adjust an internal lot restriction imposed by the local political

subdivision; or

(4) Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area.

4. Approval

- a. The Land Use Authority may approve a petition for a subdivision amendment no earlier than the day after the day on which written objections were due to the land use authority; or if a public hearing is required, the day after the public hearing takes place.
- b. The Land Use Authority may not approve a petition for a subdivision amendment under this section unless the amendment identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the subdivision.

5. Survey Requirements

- a. A surveyor preparing an amended plat shall certify that the surveyor:
 - (1) Holds a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;
 - (2) Has completed a survey of the property described on the plat in accordance with Section 17-23-17 and has verified all measurements;
 - (3) Has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries or has referenced the original plat that created the lot boundaries being amended; and
 - (4) Has placed monuments as represented on the plat.

6. 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.
7. 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 first class mail by the Applicant to said property owners, or hand-delivered to the property owners in accordance with the most current Iron County Assessment

~~Roll. The applicant shall provide proof of said notice to Cedar City by a certificate of hand deliver or a certificate of mailing. The proof of notification shall also include a radius map depicting properties and property owners receiving the required notice and the notice materials.~~

~~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 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 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 3: AMENDMENT "Section 32-7 Subdivision And Planned Unit Development (PUD) Approval Procedure" of the Cedar City Municipal Code is hereby amended as follows:

AMENDMENT

Section 32-7 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~~ exemptions.
 - 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.

F. 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 with 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 before the Mayor and City Attorney sign the final plat 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. If the final plat is not recorded within sixty (60) days of final approval, a new title report will be required prior to the plat being sent for recording;
 - 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.

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

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

SECTION 4: 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 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. The 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, the Land Use Authority may 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, PUDs, and other construction shall be prepared by the City Engineer. Such engineering standards shall be prepared 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 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 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: 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's 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 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 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 Land Use Application 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.
4. Northwest Water Reimbursement Area. For a period of 15 years following the addition of this subsection, a reimbursement fee is imposed to reimburse Cedar City for the additional expenses incurred by Cedar City for installing inordinate water infrastructure in the Northwest Water Reimbursement Area. The following provisions apply to all properties within the Northwest Water Reimbursement Area, which is defined in the map exhibit included in the ordinance adding this subsection.
 - a. All property that has not previously paid the reimbursement fee shall be required to pay the reimbursement fee either at the time the property subdivides or when the property applies for a building permit. For property where the intended use is residential, the reimbursement fee shall be paid at the time of final plat application submittal. If residential property has previously been subdivided and no reimbursement fee has been paid, then the reimbursement fee shall be paid upon the application for a building permit. For property where the intended use is commercial or industrial, the reimbursement fee shall be paid upon the application for a building permit.
 - b. The reimbursement fee shall be as listed in the City's Consolidated Fee Schedule.
 - c. Nothing in this subsection shall require the payment of this reimbursement fee when a building permit is pulled for repair, remodel, or expansion of a building that has been granted a building permit prior to the effective date of this subsection unless the repair, remodel, or expansion increases the ERU calculation for the building or property.

J. Guarantee of Performance: For all required 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, a surety bond obtained from an insured authorized to do business in the State of Utah, and holding a certificate of authority as an acceptable surety from the U.S. Department of the Treasury, 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. In the case of default, when a project is guaranteed by a surety bond, the Surety Company, at their sole expense, will be required to hire a replacement contractor to complete the entire project to the satisfaction of the City. The surety bond is required to state specifically as a requirement of the bond that, in the case of default, the Surety Company will hire a replacement contractor at the Surety's sole expense and complete the the entire project to the satisfaction of the City. All letters of credit, surety bonds, and cash bonds 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 before or concurrently with submission of the Preliminary Land Use Application and the Final Land Use Application. 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 or residential PUD, including clearing and grubbing, before the Final Land Use Application is approved by the City. Notwithstanding the forgoing, after the proposed project has been presented to the City, 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 Land Use Application by the Land Use

Authority.

2. The City owned and maintained improvements in a platted subdivision and PUD, and common improvements in a residential PUD, shall be constructed within two (2) years of the Final Land Use Application approval by the City. If the improvements are not installed within two (2) years of the Final 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 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 subdivision with final approval (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 subdivision with final approval 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 or PUD 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 a written inspection request must be submitted, and the City Engineer shall make a final inspection of the subdivision or PUD within 15 business days. 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 with the requirements of this Ordinance and applicable state laws.
- S. Water Right Conveyance to the City:
 - 1. Before Final Land Use Application approval, subdivider 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**

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

with what Ann said, what do we ever or never do with this? I think that is a fair question for the city council.

Webster motions for a Negative Recommendation on the Road Vacation 400 East 325 South; Decker seconds; all in favor for a unanimous vote.

II. CITY ITEMS

1) PUBLIC HEARING		
Ordinance Text	Sections 32-2 Pertaining	Don Boudreau
Amendment	To Definitions	
(Recommendation)		
2) PUBLIC HEARING		
Ordinance Text	Section 32-5	Don Boudreau
Amendment	Pertaining to Boundary	
(Recommendation)	Adjustment & Subdivision Amendment	
3) PUBLIC HEARING		
Ordinance Text	Section 32-7 Pertaining to	Don Boudreau
Amendment	Preliminary Plat Applications	
(Recommendation)		

Don Boudreau: With the Chairs permission I would like to talk about items 1,2, 3 together. They all run together here. Essentially, these are changes to the City Subdivision Ordinance to align our own ordinances with recent changes to the State Code. A lot of this you could look up and look at this as clean up. The first section 32-2 pertains to city definitions. There are quite a few changes there, but I think the primary changes are the removal of Lot Line Adjustments and Parcel Boundary Adjustments. These were two processes previously in the state the code that we addressed, and state has done away with those processes. We are adding two new definitions. These are the kinds of things I think are the most important. One is called a Simple Boundary Adjustment that was like our old Lot Line Adjustment, and another called a Full Boundary Line Adjustment. In essence with a Simple Boundary Adjustment we do away the notifications that were required under Lot Line Adjustments, which I think is completely appropriate. This is if two property owners want to agree on where let's say their lot line or rear lot line is. So long as we are not affecting easements, public Rights-of-Way, and we are not creating any nonconformities with setbacks. This is the process for them to utilize. They can do that with a document that gets recorded with an exhibit and the city. We look at it and they are off to the races. In a nutshell. The Full Boundary Line Adjustment is for something that entails more complexities, and it is defined simply as something that is not a Simple Boundary Line Adjustment. As best we can tell, this would be for creating new lots, things that affect easements, public Rights-of-Way, and combining two lots. Essentially it is a subdivision amendment as best we can tell, which is a process you guys see here a couple times a month. Moving on to the next Section 32-5 these are processes we have established a process for the Simple Boundary Adjustment. The full boundary adjustment, and we have had added language out of the State Code to clarify our Subdivision Amendments processes. Essentially, Subdivision Amendments are something that has not really changed much and will still be bring those to the Planning Commission. Lastly, under Section 32-7 that is just a quick cleanup of language where we

do away with the Minor Lot Subdivisions. Those are now called Subdivision Exemptions in State Code. This is just clean up, and we did make those changes to our Minor Lot Definitions in 32 as well. That is the quick summary.

Cox: So, in a nutshell, these are to conform with state statute.

Don: Yes, sir.

Cox: If you want to get the cliff not version.

Don: That is what I tried to give.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for the Ordinance Text Amendment City Items 1, 2, and 3; Jett seconds; all in favor for a unanimous vote.

4) PUBLIC HEARING

Ordinance Text	Section 32-9-O Pertaining to	Amber Ray
Amendment	Warranty Inspections to be	
(Recommendation)	Completed within 15 days of Written request	

5) PUBLIC HEARING

Ordinance Text	Section 32-9 Pertaining to	Amber Ray
Amendment	Warranty Bonds	
(Recommendation)		

Amber Ray: This is also having the State tell us what we need to clean up and what we need to do. So, this is an Ordinance Text Amendment, when a developer comes to bond, we ask for 110%. 10% of that is a warranty and 100% of that is the initial bond. We hold that 10% warranty until a year after the construction acceptance. Then we release that we are not allowed to ask for the warranty bond prior to Construction Acceptance anymore. That is just changing that. Also, when someone wants an inspection, that needs to be in writing and then we must do it within 15 days. There are stipulations of weather, different things like that. Which is basically the state lines out all those reasons why we could not do it in 15 days. Any questions?

Cox: Does that cover 4 and 5?

Amber: Yes.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for Ordinance Text Amendment for Items 4 and 5; Jett seconds; all in favor for a unanimous vote.

6) PUBLIC HEARING

Ordinance Text	Section 26-VIII-1 Pertaining to	Amber Ray
Amendment	The makeup of members of	
(Recommendation)	Planning Commission	

do away with the Minor Lot Subdivisions. Those are now called Subdivision Exemptions in State Code. This is just clean up, and we did make those changes to our Minor Lot Definitions in 32 as well. That is the quick summary.

Cox: So, in a nutshell, these are to conform with state statute.

Don: Yes, sir.

Cox: If you want to get the cliff not version.

Don: That is what I tried to give.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for the Ordinance Text Amendment City Items 1, 2, and 3; Jett seconds; all in favor for a unanimous vote.

4) PUBLIC HEARING

Ordinance Text Amendment (Recommendation)	Section 32-9-O Pertaining to Warranty Inspections to be Completed within 15 days of Written request	Amber Ray
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5) PUBLIC HEARING

Ordinance Text Amendment (Recommendation)	Section 32-9 Pertaining to Warranty Bonds	Amber Ray
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Amber Ray: This is also having the State tell us what we need to clean up and what we need to do. So, this is an Ordinance Text Amendment, when a developer comes to bond, we ask for 110%. 10% of that is a warranty and 100% of that is the initial bond. We hold that 10% warranty until a year after the construction acceptance. Then we release that we are not allowed to ask for the warranty bond prior to Construction Acceptance anymore. That is just changing that. Also, when someone wants an inspection, that needs to be in writing and then we must do it within 15 days. There are stipulations of weather, different things like that. Which is basically the state lines out all those reasons why we could not do it in 15 days. Any questions?

Cox: Does that cover 4 and 5?

Amber: Yes.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for Ordinance Text Amendment for Items 4 and 5; Jett seconds; all in favor for a unanimous vote.

6) PUBLIC HEARING

Ordinance Text Amendment (Recommendation)	Section 26-VIII-1 Pertaining to The makeup of members of Planning Commission	Amber Ray
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CEDAR CITY
CITY COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: July 2, 2025

Subject: **Consider Approval of Change Order #2 for the Coal Creek EWP project.**

Discussion: The Coal Creek EWP project is a project sponsored by the NRCS to armor the bank along Coal Creek from Canyon Park and moving upstream approximately 1 mile and placing riprap along the channel bottom from the Center Street Bridge and moving downstream approximately 800 feet.

The bid for the project was awarded to Perco Rock Co. During construction of the project, it was found that the rock source at Right Hand Canyon did not have sufficient material to complete the project. Perco Rock Co. has a source that they have been using during the project, and they have sufficient material at the source to complete the project. Due to the greater distance from the project, there is an increase in cost to the project. In order to complete the project, Cedar City will need to pay a portion of the construction fees.

The following table provides a summary of the proposed budget for this project:

**Project Funding
Coal Creek EWP Project
(Account #40-41-740)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding –</u>			
Coal Creek EWP – Acct. #40-41-740	\$345,275.01		
NRCS Funding	\$3,692,964.50		
<u>Expenses –</u>			
Construction Contract	\$2,305,557.50		
Change Order #1	\$210,000		
Change Order #2	\$786,258.00		
Materials Testing (0.5% of construction)	\$12,578		
Contingency/Miscellaneous	\$50,000		
Totals -	\$4,038,239.51	\$3,364,393.50	\$673,846.01

Funding based on previous City Council approval in July 2024.

NRCS Grant Funding Summary:

Construction Bid Amount (including CO#1 & 2) = \$3,301,815.50

Cedar City provided riprap = 38,010 CY @ \$24/CY = \$912,240

Total Project Amount = \$4,214,055.50

NRCS portion (75%) = \$3,160,541.63

Cedar City match (25%) = \$1,053,513.88

Cedar City donated riprap (free) value = 38,010 CY @ \$24/CY = \$912,240

Cedar City construction portion exceeding riprap material value = \$141,273.88

Cedar City will need to pay this amount from the budget to complete the project as designed.

**CEDAR CITY COUNCIL
AGENDA ITEM 10**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 29 June 2025

SUBJECT: Request to purchase a Type 1 Tactical Tender

PROBLEM: The Fire Department has budgeted \$328,000 for a new Type 1 tactical tender in our capital budget. The revenue for this purchase came from the Wildland Program and this purchase falls within the Fire Department's Wildland Business Plan.

The Fire Department received one bid from UnitedBuilt out of Phoenix Arizona for \$259,900, which is within the allocated budget. We contacted their references with all positive recommendations.

RECOMMENDATION: To approve the contract with UnitedBuilt for \$259,900 and authorize the required 20% down payment to get the Chassis ordered.



United Truck & Equipment, Inc.
DBA UnitedBuilt Equipment
2045 West Buckeye Road
Phoenix, AZ, 85009-5936
United States of America
Phone: 602-253-7739
watertrucks.com

Quote MFG

Reference Number: **MQ000530**

Order Date: 6/27/2025
Requested Ship Date: 12/31/2025
Customer ID: C000551
Sales Person: Evan Barrick
Shipping Rule: Back Order Allowed

FOR:	SHIP TO:	BILL TO:
Cedar City Fire Department 291 N 800 West Cedar City, UT, 84721 United States of America Phone: 435-586-2964	Cedar City Fire Department 291 North 800 West Cedar City, UT, 84721 United States of America Phone: 435-233-0066	Cedar City Fire Department 291 North 800 West Cedar City UT 84721 United States of America Phone: 435-233-0066

PO NUMBER	TERMS	CONTACT	PHONE	EMAIL				
	Net Prior To Shipment	Mike Phillips	435-586-2964	mike.fire@cedarcityut.gov				
FOB POINT	SHIPPING TERMS		SHIP VIA	CARRIER ACCOUNT				
	FOB Origin		To Be Determined					
#	PART NO.	DESCRIPTION	ORDER QTY	SHIPPED QTY	OPEN QTY	UOM	UNIT PRICE	EXTENSION
1	0010298	4000 Gallon Water Truck Made in United States of America	1.0000	0.0000	0.0000	EA	\$259,900.00	\$259,900.00
NOTE: 20% deposit needed at time of signed order								
CHASSIS 2026 Peterbilt Model 567, Front Axel 20,000 pounds, Rear Axel 40,000 pounds, GVWR 60K, Diff Lock Tandem Axels, Hendrickson Haulmaxx, X15 450V@1900, Allison 4500 RDS, Painted Red								
BACKUP CAMERA Backup Camera with In Cab Display								
REAR BUMPER Push Plate 1/2" Construction with Storage, Drive Under Protection 3" x 3" Tube, Bedliner Coated								
MUD FLAPS Standard UnitedBuilt 1/4" x 36" Mud Flaps with Minimizer Fast Flap Brackets								
BACKUP ALARM Peterson 780 97 DBA Back-Up Alarm								
TANK 4000 Gallon SD-16 Conventional Tank, Modified Ellipse								
TANK DIMENSIONS Tank Model: SD-16; Length: 16 Feet; Width: 96 Inches; Height: 66 Inches								
TANK BAFFLES *** NFPA BAFFLES no more than 48" in space (2) Fitted and Curved with 6" Offset & Welded All Seams, **(1) Longitudinal baffle 3/16" ASTM A36								
TANK HEADS Fitted and Curved Welded All Seams, 3/16" ASTM A36								
TANK BELLYPLATE 3/16" ASTM A36 Full-Length of Tank 60" Width; 100% Full Penetration Welds; All Tanks 3,000 Gallons Plus								
TANK MANWAY 25" Round Manway Center of Tank, Hinged Non-Sealing Lid								
TANK LADDER Rear Mounted Ladder with Non-Slip Rungs, Non-Slip from Ladder to Manway								
TANK FENDERS 12 Gauge Steel Welded to Tank								
TANK SUBFRAME Heavy Duty 1/4" U-Shaped Cradle Runners Full Length of Tank								
TANK MOUNTING Solid Heavy Duty Angle 6-Point Mounting Brackets, Front Tank Guides, 3/4" Grade 8 Hardware, Front Springs								
TANK SKIRTBOARD UnitedBuilt Vulcanized Rubber Wear Pads								
TANK HYD FILL 2-1/2" SCH40 Black Pipe, Swing Spout to Manway with Air Gap, Male Camloc								
TANK WARRANTY UnitedBuilt Standard 5-Year Limited Tank Construction Warranty								
UnitedBuilt Warranty: https://watertrucks.com/pages/unitedbuilt-warranty								
LIGHTS Standard DOT LED Lighting								
SIGHT GAUGE Front and Rear Clear Flexible PVC Tubing with Brass Hardware								
EXTERIOR FINISH Sandblasted and Powder Coated white with Zinc Primer								
INTERIOR FINISH *Sandblasted and Epoxy Line								
WATER PUMP ***Darley HM500 500 GPM at 150 PSI								

Continued...

Page: 1 of 2



United Truck & Equipment, Inc.
DBA UnitedBuilt Equipment
2045 West Buckeye Road
Phoenix, AZ, 85009-5936
United States of America
Phone: 602-253-7739
watertrucks.com

Quote MFG

Reference Number: MQ000530

Order Date: 6/27/2025
Requested Ship Date: 12/31/2025
Customer ID: C000551
Sales Person: Evan Barrick
Shipping Rule: Back Order Allowed

FOR:	SHIP TO:	BILL TO:
Cedar City Fire Department 291 N 800 West Cedar City, UT, 84721 United States of America Phone: 435-586-2964	Cedar City Fire Department 291 North 800 West Cedar City, UT, 84721 United States of America Phone: 435-233-0066	Cedar City Fire Department 291 North 800 West Cedar City UT 84721 United States of America Phone: 435-233-0066

PO NUMBER	TERMS	CONTACT	PHONE	EMAIL				
	Net Prior To Shipment	Mike Phillips	435-586-2964	mike.fire@cedarcityut.gov				
FOB POINT	SHIPPING TERMS		SHIP VIA	CARRIER ACCOUNT				
			To Be Determined					
#	PART NO.	DESCRIPTION	ORDER QTY	SHIPPED QTY	OPEN QTY	UOM	UNIT PRICE	EXTENSION
PUMP DRIVE		Power Take-Off PowerShift (PTO) with Balanced Drive Line to Water Pump with Drive Shaft Guard						
FRONT SPRAY		(2) UnitedBuilt AV1100 Air-to-Close Spray Valves with BC2399 Adjustable Fan Nozzles						
SIDE SPRAY		(2) UnitedBuilt AV1100 Air-to-Close Spray Valve with BC2179 Duckbill Side Nozzle on 90-Degree Elbow						
REAR SPRAY		(2) UnitedBuilt AV1100 Air-to-Close Spray Valves with BC2399 Adjustable Fan Nozzles						
SPRAYBAR GUARD		Front Spray Bar Bumper Protection Installed						
CONTROL CONSOLE		UnitedBuilt Control Console to Independently Operate Each Spray Valve						
JET VALVE		1-1/2" Brass Ball Valve Off Manifold on Drive Side for Manual Discharge						
CANNON NITRO		*Task Force Tips model Tornado RC Y2-E84A electronically controlled monitor with a TFT B-TO-ERP 150 psi automatic nozzle (350 GPM, fog/stream) • Joystick controlled from cab with trigger valve						
HOSE REEL		***Electric Rewind 1.5" x 100' American Reels						
PLUMBINGSS		*SCH40 Stainless Steel Pipe with Groove Style Couplings/Fittings						
DUST BAR P		***Pressurized Dust Bar, Air Operated, 3" x 8' Bar with Holes on 6" Centers, Brass VeeJets						
SUCTION FILL		***Self Load Plumbing with 3" x 20' Suction Hose and Foot Valve						
DUMP VALVE		***One Newton 10" quick dump valve • Electrically controlled from cab and rear • 90° one-piece stainless steel chute, reversible left/right • Chute extends beyond body • Flow rate: 3,750 GPM						
ROAD VALVE		1/2" Brass Ball Valve Rear Tank Head to Adjust Water Weight						
PLUMB WARRANTY		UnitedBuilt Standard 1-Year Limited Plumbing Warranty						

BUYER APPROVAL

Purchase Order Number _____ Full Name _____

UnitedBuilt Equipment thanks you for considering this proposal, and we will sincerely appreciate your acceptance. All sales are subject to taxes applicable at time of invoice. Tank gallon capacities are nominal and may vary +/- 5%. Prices are subject to supply chain surcharges at time of invoice.

Title _____ Authorized Signature _____ Date _____

Please indicate Yes or No for Option Lines.

[By signing I agree to UnitedBuilt terms & conditions of sale, <https://watertrucks.com/pages/terms-of-sale>](https://watertrucks.com/pages/terms-of-sale)

Sales Total:	\$259,900.00
Freight/Handling:	\$.00
Labor/FET/MISC	\$0.00

Order parts online at watertrucks.com!

Tax Total:	\$0.00
Total (USD):	\$259,900.00

CEDAR CITY COUNCIL

AGENDA ITEM – 11

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 2, 2025
SUBJECT: AIP 049 – Terminal Non-FAA Change Orders 39, 40, and 41

DISCUSSION:

Approve Non-FAA Change Orders 39, 40, and 41 for the Terminal Expansion Project, increasing total project budget by \$18,043.31.

The change orders in this agenda item have been discussed in previous City Council meetings, however, this is the official request to amend the project budget.

The following are being requested from the airport construction fund budget. The “Vestibule doors” item was previously Item 10.2 on the original change order. The “Maglock Vestibule” was added to the same TSA door system but missed on the original change order. Item “Jumper Fibers” was added to connect Delta’s existing IT equipment to the airport’s new podiums. This was a backup line that the FAA rejected funding. The sum of these costs is \$18,043.31 and are listed on the next page.

Vestibule Doors	039	Pending	Cedar City	\$14,932.13
Jumper Fibers	040	Pending	Cedar City	\$856.12
Maglock Vestibule	041	Pending	Cedar City	\$2,255.06

Attached is the proposed FAA contract change order. Airport staff is looking for approval to move forward with requesting final approval from the FAA.

PROPOSED CHANGE ORDER



PCO #: **039**

TO: Adam Acree

ATTN: Woolpert Architects

DATE: 4/29/25

JOB: **CDC Airport Expansion Project**

Below is the cost associated with **Vestibule Control Access per TSA Requirement Change**

Time extension to be added to the contract completion date:

Cache Valley Electric	Control Access Vestibule	\$ 12,855.90
-----------------------	--------------------------	--------------

Subtotal	\$ 12,855.90
Profit and Overhead	\$ 1,928.39
Bond	\$ 147.84
Total	\$ 14,932.13

APPROVED AFTER SIGNATURES BY DESIGNER, CONTRACTOR AND OWNER.

Mahas Construction, Inc.

Clint Melling

Name - Printed

Name - Printed

Name - Printed

Signature

Signature

Signature

SCHEDULE OF VALUES

Cedar City Regional Airport
 CASS - VESTIBULE

ITEM	QTY	DESCRIPTION	UNIT COST	EXTENDED COST
1		VESTIBULE DOOR - 3A - CASS-01-103.3		
2	1	ASSEMBLY 3 - ACCESS CONTROL - ACP - FIELD WIRE PER READER	\$199.81	\$199.81
3	1	SIGNO40KT03 - SIGNO KEYPAD MOB KEY 0018ERS	\$500.25	\$500.25
4	1	CRASHBAR POWER	\$72.50	\$72.50
5	2	NASCOM - N1178 (DPS)	\$29.00	\$58.00
6	1	SL-1301-BAQ/A - SIREN AMBER STROBE	\$73.30	\$73.30
7				
8	1	PW7K1R2 - DUAL READER BOARD	\$1,052.70	\$1,052.70
9				
10	200	WEST PENN - AC1822 ACCESS CONTROL COMPOSITE CABLE	\$1.36	\$275.50
11	1	LOT OF ACCESS CONTROL PANEL HARDWARE,LOCK,TAMP.	\$145.00	\$145.00
12				
13		VESTIBULE DOOR - ADA/POWER SUPPLY (102)		
14	1	VON DUPRON POWER SUPPLY	\$72.50	\$72.50
15	1	ADA WIRING TO VON DUPRON PWR SUPPLY RELAY	\$72.50	\$72.50
16	1	CRASHBAR POWER	\$72.50	\$72.50
17	200	WEST PENN - 25226 - 1 PAIR 14G PLENUM	\$0.44	\$87.00
18				
19	1	PROJECT MANAGEMENT/PROGRAMMING		
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TOTAL MATERIAL COST:

2,681.56

TOTAL LABOR COST:

6,880.00

LABOR	HRS	SUB-TOTAL
FOREMAN	80	\$6,880.00
JOURNEYMAN	0	\$0.00
APPRENTICE	0	\$0.00

TRAVEL / PER DIEM / VEHICLES:

2,400.00

TOTAL ELECTRICAL & SYSTEM RACEWAYS:

0.00

SUBCONTRACTOR COST:

0.00

FREIGHT, AS-BUILTS, OWNERS MANUALS, ADMIN:

686.52

SALES TAX:

207.82

TOTAL MATERIALS AND LABOR:

12,855.90

PROPOSED CHANGE ORDER



PCO #: **040**

TO: Adam Acree
ATTN: Woolpert Architects
DATE: 5/8/25
JOB: CDC Airport Expansion Project

Below is the cost associated with **Needed Additional Jumper Fiber Line**

Time extension to be added to the contract completion date:

Five Nines Data	Additional Jumper	\$ 737.08
-----------------	-------------------	-----------

Subtotal	\$ 737.08
Profit and Overhead	\$ 110.56
Bond	\$ 8.48
Total	<u>\$ 856.12</u>

APPROVED AFTER SIGNATURES BY DESIGNER, CONTRACTOR AND OWNER.

Mahas Construction, Inc.

Name - Printed

Clint Melling
Name - Printed

Name - Printed

Signature

Signature

Signature

***** Proposal of Service *****

Prepared for: Cedar City Airport

2560 Aviation Way St, Cedar City, UT
Hurricane, UT 84721

Location of Work: Cedar City Regional Airport

2560 Aviation Way
Cedar City, UT 84721

Attention: Tyler Galetka

Site Contact: Tyler Galetka

Project: Cedar City Airport - C.O. #3

Scope of Work: Labor & material to install, terminate, & test two (2) single-mode patch cord jumpers to service the Delta/Skywest desk cabinet, including one (1) 8-Port POE switches, with Mini GBIC LX modules. All pathways will be furnished & installed by others.

- * This proposal assumes the following: that an electrician will install all conduit, boxes, conduit chases, and grounding bars; that all work will be done during normal business hours (M-F 8:00am - 5:00pm). Changes to the SOW or additional materials not listed in this proposal would require a change order. This change order proposal excludes any dry wall work or painting. This proposal does not include scissor lift rental; should one be required, it will be furnished via change order.

LINE #	POE, JUMPERS PHASE	QUANTITY
1	Versa 8-Port POE Switch	1
2	Planet Technology Mini GBIC LX Module	2
3	Quiktron SM LC/UPC to LC/UPC 15m Jumper	-1
4	Quiktron SM LC/UPC to LC/UPC 1m Jumper	1
5	Quiktron® Fiber Jumper Cable LC to LC Singlemode 20 M	2
6	Misc. Accessories	1
7	Terminate	2
8	Test & Label	2
TOTAL POE, JUMPERS PHASE :		\$737.08

TOTAL CONTRACT AMOUNT : \$737.08

This proposal is valid for 45 days and may be withdrawn after this date

Confidential Quote

CO #3 2025-04-29 - Cedar City Airport Change Order #3 (w/breakout)- Delta Fiber Connections (BY).xlsm



Five 9's Communications, Inc.
640 West 1100 South #5
Ogden, Utah 84404
Phone: 801-334-5959
Fax: 801-334-5599

4/29/2025

ZERO DOWN - \$1 BUYOUT - LEASING OPTIONS
**Application required to determine rate.*

Lease Conditions : Rates good for 90 days from application approval date. Subject to change without notice. Applicable sales tax to be added.

Change Orders: Any alteration or deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the contract amount.

Respectfully submitted:
Brady Young
O 801-781-3062
F 801-334-5599
Brady.Y@59com.com

Dave Barber
C 801-783-9708
F 801-334-5599
Dave.B@59com.com

Acceptance of Proposal

Materials Price Increase: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and materials purchase, Customer shall pay Five 9s Communications, on request, all sums by which the cost to Five 9s Communications for any materials item has increased beyond 5%, as demonstrated by Five 9s Communications. This includes but is not limited to price increases in structure cable, manufactured products and equipment, and project consumables.

Labor Cost Increase: When the cost of labor to be used on the Project increases five percent (5%) or more between Contract signing and project start date, Customer shall pay to Five 9s Communications, on request, all sums by which the cost to Five 9s Communications for any labor cost increased beyond 5%, as demonstrated by Five 9s Communications. This includes but is not limited to labor costs increases due to manpower scheduling or other unforeseen circumstances related to complete the scope of work.

Proposal Duration: Pricing for this scope of work is valid for 30-days from the time of the proposal's date. This is not valid for any revisions of the original scope of work or required change orders. Materials for the scope of work will be purchased within two weeks of the time down payment is received.

Terms : 50% (\$368.54) deposit required. ACH Transfers & Credit Cards are accepted.

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work specified. Payments will be made as outlined above.
****Our negotiated rate for additional work after this project is \$120.00 per hour.****

Date of Acceptance : _____

Signature : _____

Name : _____

Title : _____

This proposal is valid for 45 days and may be withdrawn after this date

Confidential Quote

CO #3 2025-04-29 - Cedar City Airport Change Order #3 (w breakout)- Delta Fiber Connections (BY).xlsm

PROPOSED CHANGE ORDER



PCO #: **041**

TO: Adam Acree
ATTN: Woolpert Architects
DATE: 5/8/25
JOB: CDC Airport Expansion Project

Below is the cost associated with **Vestibule Mag Lock**

Time extension to be added to the contract completion date:

Cache Valley Electric	Mag Lock Vestibule Proposal	\$ 1,941.51
-----------------------	-----------------------------	-------------

Subtotal	\$ 1,941.51
Profit and Overhead	\$ 291.23
Bond	\$ 22.33
Total	\$ 2,255.06

APPROVED AFTER SIGNATURES BY DESIGNER, CONTRACTOR AND OWNER.

Mahas Construction, Inc.

Clint Melling

Name - Printed

Name - Printed

Name - Printed

Signature

Signature

Signature

SCHEDULE OF VALUES

Cedar City Regional Airport
 VESTIBULE MAG LOCK

ITEM	QTY	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	AVTEC - Rework Existing Power at Door From Crash Bar to Mag Lock in Header	\$21.75	\$21.75
2	1	RCI8372-40 - EA Double MiniMag 12/24VDC Dark Bronze	\$722.85	\$722.85
3	1	RCISP722-40 - 1/2 Inch Spacer Dark Bronze	\$82.19	\$82.19
4	1	AVTEC - Lock Power Wiring in Panel Change from NO to NC	\$7.25	\$7.25
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TOTAL MATERIAL COST: 834.04

TOTAL LABOR COST: 688.00

LABOR	HRS	SUB-TOTAL
TECHNICIAN	8	\$688.00

TRAVEL / PER DIEM / VEHICLES: 240.00

FREIGHT, AS-BUILTS, OWNERS MANUALS, ADMIN: 114.83

SALES TAX: 64.64

TOTAL MATERIALS AND LABOR: 1,941.51

CEDAR CITY COUNCIL

AGENDA ITEM – 12

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 2, 2025
SUBJECT: AIP 054 – Award Bid Contract: Seal Runway 2/20

DISCUSSION:

Award Bid Contract for AIP 054:

The Airport held a bid opening on April 29th, 2025, for pavement maintenance on Runway 2/20. Woolpert has finalized the Bid Tabulation sheet and recommends entering a contract with Maxwell Products as they came in as the low bidder at a rate of \$395,777.50. Woolpert compared unit prices with recent airport projects, and they were 28% lower than the engineer's estimate.

Cedar City's portion of this project will be approximately \$35,000. The airport currently has this funding available in the airport construction fund for this match.

Attached is the recommendation letter from Woolpert as well as the Bid Tabulation sheet. The airport staff is looking for approval to move forward with a contract.



May 2, 2025

Tyler Galetka, Airport Manager
Cedar City Regional Airport
2560 West Aviation Way
Cedar City, UT 84720

Subject: Project Award Recommendation
Cedar City Regional Airport
AIP PROJECT No. 3-49-0005-054-2025
Seal Runway 2-20 and Taxiway Connectors

Tyler:

Bid proposals for the above referenced project were received and opened on April 29, 2025, at the Cedar City Regional Airport Conference Room. The project was advertised in The Spectrum on April 1 and April 8, 2025, and on the Quest CDN bid website. We also sent the bid advertisement to five contractors that have completed similar airfield projects in the past. There were four prime contractors that requested plans on the bid site, see attached Plan Holder list.

The bids were tabulated for mathematical correctness and are summarized in the following table, in order from lowest to highest total cost:

Bidder	Schedule I
Maxwell Asphalt, Inc	\$ 395,777.50
CR Contracting, LLC	\$ 406,860.00
Straight Stripe Painting, Inc	\$ 459,930.00
Hi-Lite Airfield Services, LLC	\$ 520,737.25
American Road Maintenance	\$ 704,950.00

There were errors in the Straight Stripe Painting, Inc., bid proposal for Item P-619a Rubber Removal, Item P-620a Temporary Pavement Markings, and Item P-620b Permanent Pavement Markings, where the total was incorrect. There was also an error in the American Road Maintenance bid proposal for Item P-619a Rubber Removal, where the total was incorrect. All these errors were corrected in the bid tabulation.

The CR Contracting, LLC, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions form was not completed.

There were no errors in the other bids. See attached Bid Summary and Tabulation.

Our office has reviewed the Maxwell Asphalt, Inc., bid proposal for compliance with the Instruction to Bidders and determined they submitted all required forms. Maxwell Asphalt, Inc., also submitted evidence of competency to perform the work and evidence of financial responsibility, as per the requirements set forth by the Contract Documents.

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

Project Award Recommendation
May 2, 2025

Page 2

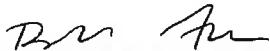
We also verified that Maxwell Asphalt, Inc., is not on any Federal or State Excluded Parties List.

We have reviewed the qualifications of Maxwell Asphalt, Inc., and consider this firm capable of completing the project. Their bid of \$395,777.50 is approximately 28% lower than the Engineer's Estimate and approximately 2.7% lower than the next lowest bid received from CR Contracting, LLC.

Based on the information provided by Maxwell Asphalt, Inc., we recommend Cedar City award the project to Maxwell Asphalt, Inc., in the amount of \$395,777.50, subject to FAA concurrence and available funding. After FAA concurrence, we will provide you with the Notice of Award and Contract forms to be executed by Cedar City and Maxwell Asphalt, Inc.

Please call if you have any questions.

Sincerely,



Rhonda Forde, P.E.
Project Manager

Enclosures

cc: Ryan Reyes, FAA Denver ADO
 Craig Ide, UDOT Division of Aeronautics

Plan Holder Report as of 05/02/2025 11:08 AM CDT

CDC AIP-054 Seal Runway 2-20 and Taxiway Connectors

Quest eBidDoc™ Number: 9616522

Closing Date: Tue, 04/29/2025 02:00 PM MDT **Posting Type:** Construction Project **Owner Name:** Cedar City Regional Airport **Solicitor Name:** Woolpert

Contact: Rhonda Forde **Phone:** 435.574.5305 **Email:** rhonda.Forde@woolpert.com

<u>Company Name & Address</u>	<u>Contact Name/Email Address</u>	<u>Phone/Fax</u>	<u>Bus. Cert</u>	<u>Bus. Desig</u>	<u>Entry Date</u>	<u>Doc Type</u>	<u>Comments</u>
STRAIGHT STRIPE PAINTING INC.? 1812 W Sunset Blvd. #1-525, St George, UT-84770	Jake Adams jake@straightstripe.com	435-656-0930 435-634-0580	DBE,WBE	Prime Bidder	04/02/2025	eBidDoc	
CDC Airport 2560 W. Aviation Way, Cedar City, UT - 84720	Tyler Galetka gtyle@cedarcityut.gov	435-867-9408		Project Owner	04/02/2025	eMailed	
CR Contracting 64435 Strickler Ave Suite 100, Bend, OR-97703	Brian Anselm briana@crcontract.com	541-306-6216		Prime Bidder	04/02/2025	eBidDoc	
ConstructConnect 3825 Edwards Rd, Clnclnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	04/04/2025	eBidDoc	
Builders Exchange Plan Rooms PO Box 10537, Reno, NV-89510	Frank Hawbolt info@utahplanroom.com	844-284-5379	Vet Pref	Plan Room	04/09/2025	eBidDoc	
Maxwell Asphalt, Inc. 650 South Delong Street, Salt Lake City, UT-84104	Robert McIntosh rob@maxwellasphalt.com	8019722097		Prime Bidder	04/11/2025	eBidDoc	
American Road Maintenance 4554 E Eco Industrial Pl, Tucson, AZ-85756	Kyle Paulson kyle@armwestcoast.com	4803097102		Prime Bidder	04/16/2025	eBidDoc	



TABULATION OF BIDS

CEDAR CITY REGIONAL AIRPORT

Cedar City, Utah
AIP Number: 3-49-0005-054-2025

BID OPENING
DATE: April 29, 2025
TIME: 2:30 P.M. (LOCAL TIME)

Schedule I: Seal Runway 2-20 and Taxiway Connectors

	Engineer's Estimate	Maxwell Asphalt, Inc.	GPI Contracting, LLC	Straight Strip: Painting, Inc.	Hi-Lite Airfield Services, LLC	American Road Maintenance
Bid Proposal Form	✓	✓	✓	✓	✓	✓
Bid Bond/Security	✓	✓	✓	✓	✓	✓
Contractor Information	✓	✓	✓	✓	✓	✓
Qualifications/Prequalification Statement	✓	✓	✓	✓	✓	✓
List of Subcontractors	✓	✓	✓	✓	NA	NA
Disadvantaged Business Utilization Commitment	✓	✓	✓	✓	✓	✓
DBE Participation Form	✓	✓	✓	✓	NA	✓
Equal Employment Opportunity Report Statement	✓	✓	✓	✓	✓	✓
Buy America Certification	✓	✓	✓	✓	✓	✓
Buy America Waiver Request	✓	NA	NA	NA	NA	NA
Certification Regarding Domestic Preferences for Procurement	✓	✓	✓	✓	✓	✓
Certification of Offeror/Bidder Regarding Debarment	✓	✓	✓	✓	✓	✓
Certification of Lower Tier Contractors Regarding Debarment	✓	✓	✓	✓	✓	✓
Certification Regarding Lobbying	✓	✓	✓	✓	✓	✓
Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions	✓	✓	Not completed	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓	✓	✓
Trade Restriction Certification	✓	✓	✓	✓	✓	✓
Bid Proposal (Summary and Schedule I)	✓	✓	✓	✓	✓	✓
Schedule I	\$ 550,800.00	\$ 395,777.50	\$ 406,860.00	\$ 459,930.00	\$ 520,737.25	\$ 704,950.00
Total Cost	\$ 550,800.00	\$ 395,777.50	\$ 406,860.00	\$ 459,930.00	\$ 520,737.25	\$ 704,950.00

*Red Text indicates that errors were found in the bid and the numbers revised for correctness



Tabulation of Bids
(Continued)

Schedule I: Seal Runway 2-20 and Taxiway Connectors				Engineer's Estimate		Maxwell Asphalt, Inc.		GR Contracting, LLC		Straight Stripe Painting, Inc		Hi-Lite Airfield Services, LLC		American Road Maintenance	
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	1	LS	\$50,100.00	\$ 50,100.00	\$35,000.00	\$ 35,000.00	\$25,000.00	\$ 25,000.00	\$8,000.00	\$ 8,000.00	\$47,339.75	\$ 47,339.75	\$60,000.00	\$ 60,000.00
P-605a	Routed Crack Seal	12,600	LF	\$ 1.75	\$ 22,050.00	\$1.75	\$ 22,050.00	\$1.50	\$ 18,900.00	\$1.70	\$ 21,420.00	\$1.45	\$ 18,270.00	\$5.00	\$ 63,000.00
P-608-Ra	Rapid Cure Seal Coat	148,000	SY	\$2.75	\$ 407,000.00	\$1.80	\$ 266,400.00	\$2.00	\$ 296,000.00	\$2.15	\$ 318,200.00	\$2.85	\$ 421,800.00	\$3.00	\$ 444,000.00
P-619a	Rubber Removal	52,500	SF	\$0.75	\$ 39,375.00	\$0.54	\$ 28,350.00	\$0.75	\$ 39,375.00	\$1.85	\$ 97,125.00	\$0.12	\$ 6,300.00	\$1.00	\$ 52,500.00
P-620a	Temporary Pavement Markings	6,500	SF	\$1.25	\$ 8,125.00	\$1.75	\$ 11,375.00	\$0.90	\$ 5,850.00	\$0.85	\$ 5,525.00	\$1.00	\$ 6,500.00	\$2.00	\$ 13,000.00
P-620b	Permanent Pavement Markings	24,150	SF	\$1.00	\$ 24,150.00	\$1.35	\$ 32,602.50	\$0.90	\$ 21,735.00	\$0.40	\$ 9,690.00	\$0.85	\$ 20,527.50	\$3.00	\$ 72,450.00
TOTAL SCHEDULE I				\$ 550,800.00		\$ 395,777.50		\$ 406,860.00		\$ 459,930.00		\$ 520,737.25		\$ 704,950.00	

*Red Text indicates that errors were found in the bid and the numbers revised for correctness

CEDAR CITY COUNCIL

AGENDA ITEM – 13

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: July 2, 2025
SUBJECT: AIP 054 – Award Engineering Contract: Seal Runway 2/20

DISCUSSION:

Award Engineering Contract for AIP 054:

The Airport has collected bids to perform asphalt maintenance on Runway 2/20 utilizing our annual FAA Entitlement Grant. WOOLPERT (formally JVIATION), has been awarded the master engineering contract for the airport and is seeking to move forward with an engineering agreement for this project. The budget of this project is estimated to be around \$700,000.00. WOOLPERT's engineering fees totaled \$161,906.00. These costs have been independently checked and aligned with the industry standard. This project has been budgeted utilizing federal funds from the Airport Improvement Program (AIP) and a 5% match by the airport.

Attached is the AIP-054 contract from WOOLPERT, including a breakdown of their costs. The airport staff is looking for approval to move forward with this contract.



Task Order to Master Professional Services Agreement between Jviation, A Woolpert Company, LLC and Cedar City Regional Airport

Task Order # 8

Section 1. General

THIS TASK ORDER, made and entered into this _____ day of _____, 2025, by and between Jviation, A Woolpert Company, LLC, whose address is 35 South 400 West, Suite 200, St. George, UT 84770, (hereinafter referred to as "Engineer") and Cedar City Regional Airport ("Sponsor"), provides for Services by Engineer under the Master Professional Services Agreement dated July 20, 2022, such Services described under Section 2 of this Task Order.

- Engineer Project Number: 10023506.02
- Task Order Project Title: CDC AIP-054 Seal RWY 2/20 and Connectors

Sponsor's Representative

- Name: Tyler Galetka
- Address: 2560 West Aviation Way, Cedar City, UT 84721
- Phone Number: 435-867-9408
- Email address: gtyler@cedarcityut.gov

Engineer's Representative

- Name: Rhonda Forde
- Address: 35 South 400 West, Suite 200, St. George, UT 84770
- Phone Number: 435-574-5305
- Email address: rhonda.forde@woolpert.com

Section 2. Description of Services

The Services to be provided by Engineer are identified in Exhibit A: Scope of Services to this Task Order, which is incorporated by this reference.

Section 3. Compensation to Be Paid to Engineer

Compensation to be paid to Engineer for providing the requested Services is identified in accordance with Exhibit B: Compensation to this Task Order, which is incorporated by this reference.

IN WITNESS WHEREOF, this Task Order, which is subject to the terms and conditions of Sections 1 through 3, Attachment(s), and the aforementioned Master Professional Services Agreement, is accepted as of the date first written above.

Cedar City Regional Airport:

Signed: _____

Name: _____

Title: _____

Jviation, A Woolpert Company, LLC:

Signed: _____

Name: Jason Virzi _____

Title: Vice President _____



Exhibit A: Scope of Services

**SCOPE OF WORK
FOR
Cedar City Regional Airport
Cedar City, Utah
AIP Project No. 3-49-0005-054-2025
Seal Runway 2/20 and Taxiway Connectors**

This is an Appendix attached to, made a part of and incorporated by reference with the Professional Services Agreement dated July 20, 2022, between Cedar City and Jviation, a Woolpert Company, for providing professional services. For the remainder of this scope the Cedar City Regional Airport is indicated as "Sponsor" and Woolpert, Inc., is indicated as "Engineer." The construction budget for this project is approximately \$700,000.00. This construction budget does not include administrative, legal, or professional fees.

This project shall consist of preparing Construction Plans, Contract Documents, Technical Specifications, and Engineer's Design Report, along with Bidding, Construction Administration, Post-Construction Coordination, and On-Site Construction Coordination for the Seal Runway 2/20 and Taxiway Connectors Project. This scope of work is for the consulting services provided by the Engineer for the Sponsor. See Exhibit No. 1 below for the project location.



EXHIBIT NO. 1

DESCRIPTION

Runway 2/20 (150 feet x 8,650 feet) serves as the primary runway at CDC. To maintain its operational integrity, this project includes pavement maintenance, consisting of crack sealing and surface sealing. Prior to pavement maintenance, rubber accumulation on the runway surface will be removed to restore optimal friction levels and reduce skid risks. Rubber removal will be conducted using one or more FAA-approved techniques. Cracks approximately $\frac{1}{4}$ inch in width will be routed and filled with a crack sealant, followed by the application of an asphalt-based surface treatment (seal coat). The final step will involve re-establishing runway centerline pavement markings to ensure continued compliance with FAA standards. All other pavement markings will be protected during pavement maintenance tasks.

In addition to Runway 2/20, connector Taxiways A1-A4, which provide access between parallel Taxiway A and Runway 2/20, will undergo the same pavement maintenance procedures; pavement cracks will be sealed, an asphalt-based seal coat will be applied and the taxiway centerline and lead in line markings will be repainted.

This periodic maintenance effort represents the first scheduled preservation activity since the reconstruction of Runway 2/20 and the connector taxiway pavements in 2020 (AIP-35). With the current UDOT pavement management system indicating a PCI rating = 97, this project will proactively restore the pavement's original functionality, slow surface and subsurface deterioration and extend its service life.

Mitigating rubber accumulation and addressing minor pavement defects before they escalate, the project enhances operational safety, reduces skid risks, and ensures reliable runway and taxiway performance.

The engineering fees for this project will be broken into two parts. **Part A-Basic Services** includes; 1) Preliminary Design Phase, 2) Design Phase, 3) Bidding Phase, and Reimbursable Costs During Design and Bidding and **Part B-Special Services**, which includes; 4) Construction Administration Phase, 5) Post-Construction Coordination Phase, 6 On-Site Construction Coordination Phase or Field Engineering, and Reimbursable Costs During Construction. Parts A and B and the six phases are described in more detail below.

PART A - BASIC SERVICES consists of the Preliminary Design Phase, Design Phase, and Bidding Phase, all invoiced on a lump sum basis.

1.0 Preliminary Design Phase

1.01 Coordinate and Attend Meetings with the Sponsor and FAA. Meetings with the Sponsor and the FAA will take place to determine critical project dates, establish the proposed design schedule and AIP development schedule, review environmental component(s), determine the feasibility of the proposed project and to establish the need for topographical surveying, and pavement investigation. Various meetings during the design phase will also be conducted to review the progress of the design, discuss construction details and proposed time frame of construction and identify any special requirements for the project.

1.02 Prepare Project Scope of Work and Contract. This task includes establishing the scope of work through meetings outlined above. Fees will be negotiated with the Sponsor and may be subject to an independent fee estimate conducted by a third party hired by the Sponsor. This task also includes drafting the contract for the work to be completed by the Engineer for the Sponsor once negotiations are complete.

1.03 Prepare Preliminary Cost Estimating. This task includes creating a preliminary construction rough order of magnitude (ROM) cost estimate, a preliminary working days estimate, a preliminary overall project schedule, and a preliminary overall project budget. The preliminary construction ROM cost estimate will be based upon the most current information available at the time of preparation. Work to refine these estimates is included under Task 2.10.

1.04 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of the design. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- The Engineer will analyze the budget semi-monthly to ensure budget and staffing needs are on track to meet design schedules within budget.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.
- Submit for acceptance and maintain, a design schedule detailing the scheduled performance of the work.
- Create and maintain a Quality Control Checklist (QCC) for the project. The QCC shall include personnel, project milestone checking and peer review procedures at each phase of the project.

1.05 Review Existing Documents. The Engineer will gather and review existing available documentation that may be relevant to the project, including, but not limited to, record drawings (as-builts), design reports, final reports, utility reports/maps and previous surveys. The Engineer may use relevant information from this review to coordinate the design and topographical survey for the project

1.06 Prepare Federal Grant Application. This task consists of preparing the federal grant application. The application will be submitted during the initial portion of the project. Preparation of the application includes the following:

- Prepare Federal 424 form.
- Prepare Federal Form 5100 – II thru IV.
- Prepare project funding summary.
- Prepare program narrative, discussing the purpose and need of the work and the method of accomplishment.
- Project sketch (8.5" x 11").
- Include preliminary cost estimate.
- Include the existing Exhibit "A" Property Map.
- Include the Sponsor's certifications.
- Attach the current grant assurances.
- Include DOT Title VI assurances.
- Include certification for contract, grants and cooperative agreements.
- Include current FAA advisory circulars required for use in AIP funded projects.

The Engineer shall submit the grant application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor or Engineer shall forward a copy of the signed application to the FAA for further processing.

1.07 Prepare Environmental Documentation. The FAA determined that a Categorical Exclusion (CATEX) applies to the project according to FAA orders 1050.1F and 5050.4B. The project was environmentally approved through the FAA's internal memorandum dated February 6, 2025. The environmental conditions and scope of the project have not changed since the original environmental determination. The environmental exhibit created as part of the previously approved internal memo will be reviewed for accuracy and referenced throughout this project.

1.08 Prepare Disadvantaged Business Enterprise (DBE) Program and Goal. The Sponsor has an established Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. To be in compliance with 49 CFR Part 26, the program will be amended. The Engineer shall assist the Sponsor with this task. The Engineer will research the current state highway certified DBE listings and local area contractors to determine the availability of potential DBE contractors. The Engineer will prepare preliminary construction cost estimates and establish potential DBE work tasks. The Engineer will finalize the DBE goal work sheets for the Sponsor for submittal to the FAA Civil Rights Office for approval. Preparation of the amended DBE program will include the following tasks:

- Prepare preliminary program with Sponsor specific information.
- Compile additional information from Sponsor to finalize program.
- Revise program after Sponsor review.
- Submit program to FAA/Civil Rights Office (CRO); revise per CRO review.
- Resubmit Program to CRO for final approval.
- Calculate base figure for DBE goal.
- Adjust base figure for DBE goal.
- Calculate Race Neutral and Race Conscious DBE goals.
- Consultation and Publication for DBE goals.
- Submit DBE goal to CRO.
- Revise DBE goals after Sponsor and FAA review.

1.09 Manage BlackCat Files. This task includes managing BlackCat Files for the Sponsor. The Engineer will ensure all documentation necessary for the project, including scope of work, record of negotiations, grant applications, etc. are uploaded into BlackCat throughout the duration of the Project.

TASK 1 DELIVERABLES	TO FAA	TO SPONSOR
1.01 Meeting Agendas, AIP Development Schedule and Meeting Minutes from Pre-Design Meeting	✓	✓
1.02 Scope of Work and Draft Contract for the Sponsor	✓	✓
1.03 Preliminary Cost Estimate	✓	✓
1.04 Design Schedule, PSR, and Monthly Invoicing	✓	✓
1.06 Federal Grant Application	✓	✓
1.07 Environmental Documentation	✓	✓
1.08 DBE Program/Goal	✓	✓

TASK 1 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
1.01 Pre-Design Meeting	<ul style="list-style-type: none">• Cedar City, UT One (1) Program Director, one (1) Project Manager, and one (1) Senior Consultant Assume one (1) hour via teleconference (1 meeting)
1.02 Prepare Project Scope of Work and Contract	<ul style="list-style-type: none">• Cedar City, UT One (1) Project Manager Assume one (1) hour via teleconference (1 meeting)

2.0 Design Phase

2.01 Conduct Site Visit/Prepare Inventory. This task will include a site visit to quantify the amount of crack repair and inventory the work to be completed as part of the project.

2.02 Prepare Preliminary Contract Documents. This task includes preparing the Preliminary Contract Documents, including Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Certification of Non-Segregated Facilities, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy America Conformance Listing, Bid Proposal, Contract, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*, and Wage Rates. The wage rates will be updated at the time of advertisement to reflect the most current wage rates available. Preparation will include establishing the location for the bid opening, dates for advertisement and description of the work schedule. Also included in the Preliminary Contract Documents, and covered under separate tasks below, are the Construction Safety and Phasing Plan, Technical Specifications, and Special Provisions. Preliminary Contract Documents will be prepared as early as possible during the design phase and submitted to the Sponsor for review.

2.03 Prepare Construction Safety and Phasing Plan (CSPP). This task includes meeting with the Sponsor to discuss the current operations of the airport to assist in determining how the proposed construction phasing of the project will affect these operations. From these meetings, a complete Construction Safety and Phasing Plan (CSPP) will be developed to ensure safety compliance when coordinating construction activities and airport operations. The CSPP will be developed in accordance with the requirements of FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. A construction phasing plan that meets the requirements of the AC and operational needs of the airport will be developed and included in the Contract Documents. This plan will also identify any nighttime work, continuous working times, or other unusual conditions that could affect the Contractor's normal progress on the project. The draft CSPP will be submitted at 90% complete for ADO review. Upon preliminary approval from the ADO, the CSPP will be submitted to FAA for OE/AAA coordination.

2.04 Prepare Preliminary Construction Plans. This task includes preparing the following list of construction plans for the project. Additional plans may be added during the design phase as needed:

Plan Name/Description	Number of Sheets
Cover Sheet	1
Index of Drawings, Summary of Approximate Quantities, and General Notes	2
Survey Control Plan	1
Construction Safety Plan Overall Phasing	1
Construction Safety Notes and Details	1
Construction Phasing	3
Environmental Exhibit	1
Pavement Crack Seal and Seal Coat Layout Plan	1
Pavement Marking Plan	7
Pavement Marking Details	1
Total Sheet Count	19

2.05 Prepare Preliminary Technical Specifications. This task includes assembling the technical specifications necessary for the project. Standard FAA specifications will be utilized where possible, with the guidance from FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*. Additional specifications will be prepared to address work items for materials that are not covered by the standard FAA specifications. The standard specifications to be utilized shall include, but are not limited to, the following:

- Item C-102 Temporary Air and Water Pollution, Soil Erosion and Siltation Control
- Item C-105 Mobilization
- Item P-605 Joint Sealants for Pavements
- Item P-608-R Rapid Cure Seal Coat
- Item P-620 Runway and Taxiway Marking
- Item ST-P-619 Rubber Removal

2.06 Prepare Preliminary Special Provisions. This task includes preparing the preliminary Special Provisions to address, or expound on, site conditions that require additional clarification. These include, but are not limited to: Haul Roads, Airport Security, Radio Communications, Work Schedule, Contractor's Quality Control Program, Sequencing of the Work, Closure of Air Operations Areas, Accident Prevention, Underground Cables/Utilities, Insurance, Indemnification, Sales and Use Taxes, Permits and Compliance with Laws, Executed Contracts, Subletting or Assigning of Contracts, Qualification of Disadvantaged Business Enterprises, and Liquidated Damages.

2.07 Compile/Submit Permits. This task includes identifying potential federal, state and local permits needed for the project. When applicable, the Engineer will assist the Sponsor to compile information and submit permits that are required to be obtained by the Sponsor.

2.08 Compile/Submit FAA Form 7460. This task includes preparing and submitting the required FAA Form 7460-1, "Notice of Proposed Construction or Alteration," via the FAA's online Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system on the Sponsor's behalf. The Engineer will reference FAA Advisory Circular (AC) 150/5300-20 (Current Edition), *Submission of On-Airport Proposals for Aeronautical Study*, and coordinate with the FAA Project Manager and/or Airspace Specialist to determine the locations of required airspace case studies to be submitted. Generally, such cases are required for any restrictive/critical points where construction operations or proposed alterations may affect navigable airspace. Typically, these locations include (but are not limited to): limits of construction, construction phasing limits, haul routes for construction traffic. The Engineer will prepare an exhibit depicting the locations and other information pertinent to the cases' impact on the airspace to include

with the submission. The Engineer will submit FAA Form 7460-1 and the associated documentation to the FAA via the OE/AAA system for approval a minimum of 45 days prior to the start of construction.

2.09 Calculate Estimated Quantities. This task includes calculating all necessary quantities for the various work items. Quantities must be consistent with the specifications and acceptable quantity calculation practices.

2.10 Prepare Estimate of Probable Construction Cost. Using the final quantities calculated following the completion of the construction plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other available databases.

2.11 Prepare Engineer's Design Report. This task includes preparation of the Engineer's Design Report in accordance with current FAA Northwest Mountain Region Engineer's Design Report guidelines. The Engineer's Design Report will include a detailed summary of the project, photographs and descriptions of existing site conditions, estimate of project costs, and a schedule for the completion of the design, bidding, and construction.

2.12 Review Plans at 90% Complete. During various stages of completion of the design, the Engineer will submit a set of Construction Plans, Specifications, and Contract Documents to the Sponsor for their review. The project will be reviewed with the FAA to obtain their concurrence with the design.

2.13 Provide In-House Quality Control. The Engineer has an established quality control program that will provide both experienced and thorough reviews of all project submittals and will also provide engineering guidance to the design team throughout design development from an experienced, senior-level Professional Engineer.

Prior to each review set of Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted to the Sponsor and FAA, a thorough, in-house quality control review of the documents will be conducted. This process will include an independent review of the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report being submitted by a licensed Professional Engineer other than the Engineer who performed the design of the project. Comments will be offered by the Engineer that performed the review, and revisions to the Construction Plans, Specifications, Contract Documents, and Engineer's Design Report will be made accordingly.

In addition to the 90% review, the Engineer's in-house quality control program also provides engineering guidance to the design team throughout the project design in an attempt to steer the project in a manner that provides the best engineering judgment.

At the 90% design review, the independent review will re-evaluate the CATEX boundary.

2.14 Prepare and Submit Construction Plans, Specifications, Contract Documents, and Engineer's Design Report. A final set of Construction Plans (11" x 17"), Specifications, Contract Documents, and the Engineer's Design Report will be prepared and submitted to the Sponsor and the FAA. These documents will incorporate all revisions, modifications, and corrections identified during the final review. Paper and electronic copies will be provided.

2.15 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and

approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be one RFR for expenses incurred during the design and bidding phase of this project.

TASK 2 DELIVERABLES	TO FAA	TO SPONSOR
2.02 Preliminary Contract Documents for Sponsor's Review	✓	✓
2.03 CSPP at 90% Complete	✓	✓
2.08 FAA Form 7460	✓	✓
2.11 Engineer's Design Report	✓	✓
2.12 90 % Construction Plans, Specifications, Contract Documents, and Engineer's Design Report	✓	✓
2.14 Final Construction Plans, Specifications and Contract Documents, and Engineer's Design Report	✓	✓
2.15 Requests for Reimbursement	✓	✓

TASK 2 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
2.01 Site Visit and Inventory	<ul style="list-style-type: none">• Cedar City, UT One (1) Project Manager and one (1) Engineer Assume full day site visit (1 site visit) Assume travel to/from St. George, UT to Cedar City, UT
2.12 Plan Review at 90% Complete	<ul style="list-style-type: none">• Cedar City, UT One (1) Project Manager Assume one (1) hour via teleconference (1 meeting)

3.0 Bidding Phase

3.01 Provide Bid Assistance. The Engineer will assist the Sponsor, as needed, with the preparation of any required bidding documents. Included as part of this task, the Engineer will prepare a legal advertisement for publication in one (1) newspaper (or other form of regularly published print media) as a solicitation for bids. Additionally, the Engineer will advertise the project Invitation for Bids on their website and directly notify potential contractors and plan rooms to maximize project exposure and generate interest in the project.

3.02 Prepare/Conduct Pre-Bid Meeting. The Engineer will conduct the pre-bid meeting and pre-bid site visit in sequence with the Sponsor and contract document requirements. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments.

3.03 Prepare Addenda. Any necessary addenda will be issued to clarify and modify the project, as required, and based on questions or comments that may arise from potential contractors during the bidding process. Any necessary addenda will be reviewed with the Sponsor and FAA prior to being issued. The addenda will meet all design and construction standards, as required.

3.04 Consult with Prospective Bidders. During the bidding process, the Engineer shall be available to clarify bidding issues with contractors and suppliers and for consultation with the various entities associated with the project.

3.05 Attend Bid Opening. The Engineer shall attend the bid opening for the project, which will be conducted by the Sponsor.

3.06 Review Bid Proposals. Upon the opening of submitted bid proposals by the Sponsor, the Engineer shall review all the bid proposals submitted. A cost analysis of the bid prices will be completed and tabulated; the contractor's qualifications to perform the work will be included, including review of suspension and debarment rules on the www.Sam.gov website, verification of proposed DBE subcontractors, Buy American compliance analysis/review, and project funding review. Inclusion of bid guarantee, acknowledgement of addenda, and in-state licensure verification shall be completed.

3.07 Prepare Recommendation of Award. The Engineer shall prepare a Recommendation of Award for the Sponsor to accept or reject the bids received with a summary of the items listed in Task 3.06. If rejection is recommended, the Engineer will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project.

TASK 3 DELIVERABLES	TO FAA	TO SPONSOR
3.01 Required Bidding Documents	✓	✓
3.02 Pre-Bid Meeting Agenda and Pre-Bid Meeting Minutes	✓	✓
3.03 Addenda	✓	✓
3.06 Bid Tabulations	✓	✓
3.07 Recommendation of Award	✓	✓

TASK 3 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
3.02 Prepare/Conduct Pre-Bid Meeting	<ul style="list-style-type: none">• Cedar City, UTOne (1) Project ManagerAssume full day site visit (1 site visit)Assume travel to/from St. George, UT to Cedar City, UT
3.05 Attend Bid Opening	<ul style="list-style-type: none">• Cedar City, UTOne (1) Project ManagerAssume half day site visit (1 site visit)Assume travel to/from St. George, UT to Cedar City, UT

EX Reimbursable Costs During Design and Bidding. This section includes reimbursable items such as auto rental, lodging, per diem, and other miscellaneous expenses incurred to complete **Part A – Basic Services**.

PART B – SPECIAL SERVICES consists of the Construction Administration Phase, and Post-Construction Coordination Phase, which are invoiced on a lump sum basis; as well as the On-Site Construction Coordination Phase, which is invoiced on a cost plus fixed fee basis.

4.0 Construction Administration Phase

4.01 Prepare Construction Contract and Documents. In agreement with the FAA, the Engineer shall prepare the Notice of Award, Notice to Proceed, and Contract Agreements, including bonds and insurance documents, which will be updated to include all addenda items issued during bidding, for the Sponsor's approval and signatures.

The Engineer will ensure the construction contracts are in order, the bonds have been completed, and the Contractor has been provided with adequate copies of the Construction Plans, Specifications, and Contract Documents, which will be updated to include all addenda items issued during bidding.

4.02 Provide Project Coordination. The Engineer shall provide project management and coordination services to ensure the completion of all construction management tasks required of the Engineer. These duties include:

- Time the Engineer spends planning, organizing, securing and scheduling resources, and providing instruction to staff to meet project objectives as defined in the approved scope of work.
- Additional items to be accomplished include compiling and sending additional information requested from the office to related parties, maintaining project files as necessary and other items necessary in day-to-day project coordination.
- The Project Manager will review progress reports weekly and monthly.
- Assist with change orders and supplemental agreements as necessary. All change orders and supplemental agreements will be coordinated with the Sponsor and FAA staff prior to execution. All change orders and supplemental agreements will be prepared in accordance with the FAA Standard Operating Procedure (SOP) 7.0, *Airport Improvement Program Construction Project Change Orders*.
- Clerical staff shall prepare the quantity sheets, testing sheets, construction report format, etc.
- Office engineering staff, CAD personnel and clerical staff shall be required to assist the Field Personnel as necessary during construction. Specific tasks to be accomplished include providing secondary engineering opinions on issues arising during construction, maintaining project files as necessary and various other tasks necessary in the day-to-day operations.
- The Engineer will prepare and submit monthly invoicing.

The Engineer will complete the following tasks:

- Provide the Sponsor with a monthly Project Status Report (PSR), in writing, reporting on Engineer's progress and any problems that may arise while performing the work. The PSR must include an update of the project schedule, as described in this section, when schedule changes are expected.

4.03 Review Environmental Documentation. This task includes the review of the overall environmental exhibit in relation to final construction documents as well as coordination throughout construction to ensure environmental commitments are maintained and environmental resources are protected.

4.04 Prepare/Conduct Pre-Construction Meeting. The Engineer will conduct a pre-construction meeting to review FAA requirements as required per FAA AC 150/5370-12 (Current Edition), *Quality Management for Federally Funded Airport Construction Projects*, prior to the commencement of construction. It is anticipated that representatives of the Engineer will include the Project Manager and Construction Manager. As a part of this meeting, the Engineer will also discuss the environmental plan sheet, surveyed areas, and environmental commitments. The meeting will be held at the airport and will include the Sponsor, FAA (if possible), Contractor, subcontractors, and airport tenants affected by the project.

4.05 Review Contractor's Safety Plan Compliance Document. This task includes reviewing and providing comments on the Contractor's Safety Plan Compliance Document (SPCD) as required per FAA AC 150/5370-2 (Current Edition), *Operational Safety on Airports During Construction*. The Engineer shall review to ensure that all applicable construction safety items are addressed and meet the requirements of AC 150/5370-2 (Current Edition) and the Contract's Construction Safety and Phasing Plan (CSPP). The intent of the SPCD is to detail how the Contractor will comply with the CSPP. Following award of the project to the successful Contractor, and prior to the issuance of the Notice to Proceed, the Engineer will review the SPCD, provide comments, and, ultimately, approval of the document. It is anticipated that the

document will require at least one re-submittal by the Contractor to address any missing information. An approved copy of the SPCD shall be provided to the FAA.

4.06 Review Construction Submittals. This task includes the review of construction submittals, including shop drawings and materials proposed for use on the project, submitted by the Contractor, for general conformance with the Construction Plans, Specifications, and Contract Documents. The Engineer will prepare and maintain a submittal register to log the submittals received. The submittal register will include information on the submitted items including date received, date returned, and action taken, and will be made available to the Sponsor and Contractor upon request. The submittals anticipated to be required and the estimated time it will take to review each submittal are detailed below.

Submittal Description	Estimated Time to Review (Hours)
Item P-605 Joint Seal Materials	2
Item P-608 Seal Coat Materials	2
Item P-608-R Seal Coat Materials	2
Item P-620 Paint and Beads	2
Total Review Time	8

4.07 Prepare Requests for Reimbursement. This task includes preparing the FAA Standard Form 271 for Sponsor reimbursement of eligible expenses incurred on a monthly basis. The Engineer will submit the completed form along with appropriate supporting documentation to the Sponsor for review and approval. Upon approval, the Engineer or the Sponsor will submit the completed forms and supporting documentation to the FAA for reimbursement. It is estimated there will be three RFRs for expenses incurred during the construction and closeout phase of the project.

TASK 4 DELIVERABLES	TO FAA	TO SPONSOR
4.01 Notice of Award, Notice to Proceed, and Contract Agreement	✓	✓
4.01 Issue Construction Plans, Specifications, and Contract Documents	✓	✓
4.02 Monthly Invoice and Monthly PSR	✓	✓
4.02 Pay Request Review Documentation	✓	✓
4.02 Weekly/Monthly Reports	✓	✓
4.02 Change Orders/Supplemental Agreements	✓	✓
4.04 Pre-Construction Agenda and Meeting Minutes	✓	✓
4.05 Approved Safety Plan Compliance Document (SPCD)	✓	✓
4.07 Requests for Reimbursement	✓	✓

TASK 4 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
4.04 Conduct Pre-Construction Meeting	<ul style="list-style-type: none"> • Cedar City, UT One (1) Project Manager and one (1) Construction Manager Assume full day site visit (1 site visit) Assume travel to/from St. George, UT to Cedar City, UT

5.0 Post-Construction Coordination Phase

5.01 Prepare Clean-up Item List. The Engineer will ensure the Contractor has removed all construction equipment and construction debris from the airport, that all access points have been re-secured (fences repaired, gates closed and locked, keys returned, etc.), and the site is clean.

5.02 Conduct Final Inspection. The Engineer, along with the Sponsor and FAA (if available), shall conduct the final inspection. The quality assurance testing summary report must be accepted by the FAA prior to final inspection.

5.03 Prepare Engineering Record Drawings. The Engineer will prepare the record drawings indicating modifications made during construction. The record drawings will be provided to the FAA electronically.

5.04 Prepare Final Construction Report. The Engineer will prepare the final construction report to meet the applicable FAA closeout checklist requirements.

5.05 Prepare DBE Uniform Report. The Engineer will prepare the Uniform Report of DBE Awards or Commitments and Payments (DBE Uniform Report) for the Sponsor to submit to the FAA.

5.06 Summarize Project Costs. The Engineer will be required to obtain all administrative expenses, engineering fees and costs, testing costs, and construction costs associated with the project and assemble a total project summary. The summary will be analyzed with the associated project funding.

TASK 5 DELIVERABLES	TO FAA	TO SPONSOR
5.01 Clean-up List		✓
5.02 Punchlists	✓	✓
5.03 Record Drawings	✓	✓
5.04 Final Construction Report	✓	✓
5.05 DBE Uniform Report	✓	✓
5.06 Project Cost Summary	✓	✓

TASK 5 MEETINGS/SITE VISITS	LOCATION/ATTENDEES/DURATION
5.02 Conduct Final Inspection	<ul style="list-style-type: none">• Cedar City, UTOne (1) Project Manager and one (1) Construction ManagerAssume full day site visit (1 site visit)Assume travel to/from St. George, UT to Cedar City, UT

6.0 On-Site Construction Coordination Phase

This phase will consist of providing one Resident Project Representative (RPR). It shall be the responsibility of the RPR to facilitate sufficient on-site construction coordination to ensure that the project is completed according to good construction practice and the Project Manager's direction. It is estimated that it will take **12 working days** to complete construction of the project.

6.01 Provide Resident Engineering. It is estimated that the Resident Project Representative (RPR) will work approximately **12 hours per day**. It is assumed that the RPR will be able to complete all daily project documentation during their shift. The total time allotted for the completion of construction is anticipated to be **12 working days**.

The following tasks will be performed during a typical day's shift during construction:

- a. Review survey data and other construction tasks for general compliance with the construction documents.
- b. Coordinate, review, and provide a response to construction and general project Requests for Information (RFIs).

- c. Prepare and process field directives and change orders.
- d. Conduct labor standards interviews of the Contractor's and subcontractor's employees, and review weekly payroll records as required by the FAA. As part of this effort, all payrolls must be reviewed and logged when received. A log identifying current status of reviews, and any action taken to correct noted discrepancies, will be provided for Sponsor review at time of Request for Reimbursement processing, as appropriate.
- e. Maintain record of the progress of construction, record as-built conditions, and review the quantity records with the Contractor on a periodic basis.
- f. Prepare the periodic construction cost estimates and review the quantities with the Contractor. The RPR, Sponsor, and Contractor will resolve discrepancies or disagreements with the Contractor's records. After compiling all costs, the RPR will submit the periodic construction cost estimate to the Sponsor for payment.
- g. Maintain daily logs of construction activities for the duration of time on site, including the Construction Project Daily Safety Inspection Checklist as required by the CSPP and SPCD.
- h. Verify that construction activities associated with restricted areas, roads, staging areas, stockpiles, borrow/waste areas, etc. are all remaining within the areas cleared under environmental documentation.
- i. Prepare a weekly status report using FAA Form 5370-1, *Construction Progress and Inspection Report*. The report will be submitted to the Sponsor, the FAA, and the office following the week of actual construction activities performed.
- j. Review payments to subcontractors and ensure timely payment of retainage to subcontractors when payment to the Contractor is made as required by the DBE Program.
- k. Coordinate and attend weekly construction progress meetings with the Contractor, Sponsor, and other relevant parties.

TASK 6 DELIVERABLES	TO FAA	TO SPONSOR
6.01b Coordinate RFIs	✓	✓
6.01c Field Directives and Change Orders	✓	✓
6.01d Payroll Reviews	✓	✓
6.01f Periodic Cost Estimates	✓	✓
6.01i Weekly Reports	✓	✓

TASK 6 ON-SITE PERIODS	LOCATION/STAFFING/DURATION
6.01 Provide Resident Engineering	<ul style="list-style-type: none"> • Cedar City, UT One (1) Resident Project Representative Assume 12 working days for project Assume travel to/from St. George, UT to Cedar City, UT

EX Reimbursable Costs During Construction. This section includes reimbursable items such as auto rental, lodging, per diem, travel and other miscellaneous costs incurred to complete **Part B – Special Services**. Section 4 and 5 Reimbursables are invoiced on a lump sum basis, and Section 6 Reimbursables are invoiced on a cost plus fixed fee basis.

Assumptions

The scope of services described previously, and the associated fees, are based on the following rates and assumed responsibilities of the Engineer and Sponsor.

1. For the purposes of estimating the amount of reimbursable expenses which will be incurred

by the Engineer, the cost of per diem and lodging are calculated in accordance with current GSA rates. The actual amount to be invoiced for per diem will be in accordance with the published GSA rate at the time of service and may vary from the rate used in the fee estimate. Lodging will be invoiced as an actual expense incurred.

2. During periods of On-Site Construction Coordination covered under Task 6, a \$5/day surcharge will be added to the daily vehicle charge which will be reflected in the Engineering Fee as a daily "Field Vehicle and Equipment" expense. This surcharge is intended to cover consumables (such as marking paint, lath, etc.) and the replacement of tools (such as measuring wheels, airfield radios, infrared thermometers, etc.) necessary to monitor and identify the various aspects of the work.
3. It is anticipated there will be a minimum number of trips and site visits to the airport to facilitate the completion of the various phases listed in this scope. The number of trips, as well as the anticipated lengths and details of the trips, are included at the end of each phase above.
4. The Sponsor will provide existing mapping data including as-builts available for the project areas, aerial orthoimagery, and other available information in the possession of the Sponsor.
5. The Sponsor will furnish escorts as needed for the Engineer to conduct field work.
6. The Sponsor will coordinate with tenants as required to facilitate field evaluations and construction.
7. All engineering work will be performed using accepted engineering principles and practices and provide quality products that meet or exceed industry standards. Dimensional criteria will be in accordance with FAA AC 150/5300-13 (Current Edition), *Airport Design*, and related circulars. Construction specifications will be in accordance with FAA AC 150/5370-10 (Current Edition), *Standard Specifications for Construction of Airports*, and the Northwest Mountain Region's Regional Updates for Specifying Construction of Airports and related circulars. Project planning, design, and construction will further conform to all applicable standards, including all applicable current FAA Advisory Circulars and Orders required for use in AIP-funded projects and other national, state, or local regulations and standards, as identified and relevant to an airfield design and construction project.
8. The Engineer will utilize the following plan standards for the project:
 - Plans will be prepared using the Engineer's standards, unless the Sponsor provides its own standards upon Notice to Proceed.
 - Plan elevations will be vertical datum NAVD 88 derived from the existing control network.
 - Plan coordinates will be based on horizontal datum NAD 83/2011 State Plane Coordinates derived from the existing control network.
 - All plans will be stamped and signed by a state-licensed Professional Engineer, or Professional Land Surveyor, as required.
 - Plans prepared by subconsultants will be prepared using the same base maps, the same coordinate systems and the same plan layout and format as plans prepared by the Engineer.

- The guidance included in FAA Memorandum, *FAA Review of Construction Plans and Specifications for AIP Funded Projects*, will be reviewed, incorporated and will supplement the Engineer's standards.

9. The Engineer will utilize the following assumptions when preparing the project manual for bidding and construction of the project:

- The project manual Contract Documents will be developed jointly by the Sponsor and the Engineer.
- The Engineer is responsible for developing the contents of the document and including the Front-End documents which will be supplied by the Sponsor.
- FAA General Provisions and required contract language will be used.

10. The Engineer must maintain records of design analyses and calculations consistent with typical industry standards, as required by the FAA, for a period of three years after the project is closed by the FAA.

11. Because the Engineer has no control over the cost of construction-related labor, materials, or equipment, the Engineer's opinions of probable construction costs will be made on the basis of experience and qualifications as a practitioner of his/her profession. The Engineer does not guarantee that proposals for construction, construction bids, or actual project construction costs will not vary from Engineer's estimates of construction cost.

12. An AC 150/5300-18B (or Current Edition) compliant survey is not required as a part of this project. No data will be submitted to Airports GIS (AGIS) through the Airport Data and Information Portal (ADIP).

Additional Services

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Sponsor's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- If a project audit occurs, the Engineer is prepared to assist the Sponsor in gathering and preparing the required materials for the audit.
- Serving as an expert witness for the Owner in any litigation, surety claim, contractor bond activation, or other proceeding involving the project.
- Additional or extended services during construction made necessary by extension of contract time, non-concurrent work, or changes in the work.
- Legal, surety, or insurance support, coordination, and representation.

Extra Work will be as directed by the Sponsor in writing for an additional fee as agreed upon by the Sponsor and the Engineer.

Exhibit B: Compensation

AIRPORT: Cedar City Regional Airport
 AIR/PROJ. NO.: 3-49-0005-054-3025
 PROJECT NAME: Seal RW 2/2B and TW Connection
 DATE: April 23, 2015



FEES BREAKDOWN

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Preliminary Design Phase (Lump Sum)			
Project Executive Leader	2 hrs. x \$ 330.00/hr. = \$	460.00	
Project Leader	8 hrs. x \$ 325.00/hr. = \$	1,250.00	
Engineer Project Mgr IV	11 hrs. x \$ 305.00/hr. = \$	3,355.00	
Engineer Project Mgr V	42 hrs. x \$ 210.00/hr. = \$	8,610.00	
Engineering Techn. III	2 hrs. x \$ 140.00/hr. = \$	280.00	
Engineering Techn. IV	14 hrs. x \$ 150.00/hr. = \$	2,100.00	
Engineering Techn. II	4 hrs. x \$ 150.00/hr. = \$	600.00	
Planner III	4 hrs. x \$ 280.00/hr. = \$	1,120.00	
Consultant I	5 hrs. x \$ 295.00/hr. = \$	1,475.00	
SUBTOTAL:	86 hrs.	SUBTOTAL:	\$ 28,450.00
Reimbursables			
Auto Rental	0 Day x \$ 130.00 /Day		
Logging + Tax & Fees	0 Day x \$ 120.00 /Day		
Per Diem	0 Day x \$ 88.00 /Day		
SUBTOTAL:	\$ -		
PHASE SUBTOTAL:	\$ 28,450.00		

LABOR HOUR BREAKDOWN

TASK										LABOR CATEGORY					
Start Date:	End Date:	Practices	Practices	Practices	Practices	Engineer Project Mgr	Engineer Project Mgr	Engineering Techn. III	Engineering Techn. III	Project Coordinator	Engineer I	Engineer II	Planner III	Consultant I	Phase Item Costs
Start Date:	End Date:	Practices	Practices	Practices	Practices	Walt McDonald	Kim McDaniel	Rhonda Fonda	Lynn Ballman	Katrina Akau	Matthew Olliges	Charlene Benison	Angela Empiegar	Bradley Davis	
1.01 Coordinate and Attend Meetings with the Sponsor and FAA		2	3	2	4					2	2				\$ 8,800.00
1.02 Prepare Project Scope of Work and Contract						2	3	4							\$ 1,500.00
1.03 Prepare Preliminary Cost Estimating															\$ 8,400.00
1.04 Prepare Project Cover Letter						2	4	20		4	2				\$ 6,975.00
1.05 Prepare Environmental Assessments								1	2						\$ 733.00
1.06 Prepare Federal Grant Application									3		4				\$ 1,800.00
1.07 Prepare Environmental Documentation									2	3					\$ 1,800.00
1.08 Prepare One-Stop Budget Business Enterprise (OSBE) Program and Goal									3		4				\$ 1,000.00
1.09 Manage Archer/FAA									2						\$ 420.00
TOTALS:	3	6	33	42	9	24	4	4	5	2	2	4	4	5	\$ 36,410.00
PERCENTAGES:	3%	7%	13%	47%	2%	16%	4%	4%	5%	2%	2%	4%	4%	5%	

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Design Phase (Lump Sum)			
Project Executive Leader	3 hrs. x \$ 225.00/hr. = \$	675.00	
Engineer Project Mgr IV	21 hrs. x \$ 305.00/hr. = \$	6,355.00	
Engineer Project Mgr V	88 hrs. x \$ 210.00/hr. = \$	18,450.00	
Engineering Techn. III	54 hrs. x \$ 150.00/hr. = \$	8,100.00	
Engineering Techn. IV	18 hrs. x \$ 150.00/hr. = \$	2,700.00	
Project Coordinator II	18 hrs. x \$ 180.00/hr. = \$	3,240.00	
Planner III	34 hrs. x \$ 180.00/hr. = \$	6,120.00	
Quality Control Manager	8 hrs. x \$ 265.00/hr. = \$	2,120.00	
Engineering Techn. II	28 hrs. x \$ 150.00/hr. = \$	4,200.00	
Consultant I	1 hrs. x \$ 295.00/hr. = \$	445.00	
SUBTOTAL:	218 hrs.	SUBTOTAL:	\$ 43,585.00
PHASE SUBTOTAL:	\$ 43,585.00		

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Building Phase (Lump Sum)			
Project Executive Leader	4 hrs. x \$ 305.00/hr. = \$	1,220.00	
Engineer Project Mgr IV	32 hrs. x \$ 210.00/hr. = \$	6,300.00	
Engineer Project Mgr V	102 hrs. x \$ 150.00/hr. = \$	15,300.00	
Project Coordinator II	4 hrs. x \$ 180.00/hr. = \$	720.00	
Engineering Techn. III	8 hrs. x \$ 150.00/hr. = \$	1,200.00	
Engineering Techn. IV	2 hrs. x \$ 150.00/hr. = \$	300.00	
Planner III	12 hrs. x \$ 180.00/hr. = \$	2,160.00	
SUBTOTAL:	48 hrs.	SUBTOTAL:	\$ 9,760.00
PHASE SUBTOTAL:	\$ 9,760.00		

TASK										LABOR CATEGORY					
Start Date:	End Date:	Practices	Practices	Practices	Practices	Engineer Project Mgr	Engineer Project Mgr	Engineering Techn. III	Engineering Techn. III	Project Coordinator	Engineer I	Engineer II	Planner III	Consultant I	Phase Item Costs
Start Date:	End Date:	Practices	Practices	Practices	Practices	Walt McDonald	Kim McDaniel	Rhonda Fonda	Lynn Ballman	Katrina Akau	Matthew Olliges	Charlene Benison	Angela Empiegar	Bradley Davis	
2.01 Bid Phase (Lump Sum)		2	3	2	4					2	2				\$ 1,800.00
2.02 Provide Bid Assistance						2	3	4							\$ 2,400.00
2.03 Prepare/Conduct Pre-Bid Meeting															\$ 1,315.00
2.04 Prepare Addenda						1	2	5							\$ 425.00
2.05 Prepare Pre-Construction Meeting															\$ 2,000.00
2.06 Prepare Construction Drawings															\$ 2,000.00
2.07 Prepare Construction Details															\$ 2,000.00
2.08 Prepare Construction Phasing															\$ 2,000.00
2.09 Environmental (Initial)						1	2	3							\$ 1,500.00
2.10 Review Drawings/Summary of Appropriate Quantities & General Notes								1	4						\$ 1,800.00
2.11 Safety Control Plan								1	4						\$ 1,800.00
2.12 Construction Safety Plan Overall Meeting								1	4						\$ 1,800.00
2.13 Construction Safety Plan Details and Details								1	4						\$ 1,800.00
2.14 Construction Phasing								1	4						\$ 1,800.00
2.15 Environmental (Final)								1	4						\$ 1,500.00
2.16 Payment Checkoff and Seal Coat Leadout Plan								2	3						\$ 1,700.00
2.17 Payment Details								2	3						\$ 1,700.00
2.18 Prepare Preliminary Technical Specifications						1	4								\$ 2,400.00
2.19 Prepare Preliminary Special Provisions								2	3						\$ 1,700.00
2.20 Prepare Construction Contract								3	4						\$ 1,700.00
2.21 Prepare Engineering Design Report								1	4						\$ 1,700.00
2.22 Prepare Construction Drawings								2	3						\$ 1,700.00
2.23 Prepare In-House Quality Control								1	4						\$ 1,700.00
2.24 Prepare and Submit Contract Plans, Specs., Cont. Docs., and Design Report								2	3						\$ 1,700.00
2.25 Prepare Requests for Reimbursement								1	4						\$ 1,700.00
TOTALS:	3	13	68	38	6	34	8	28	9	2	2	4	4	5	\$ 43,585.00
PERCENTAGES:	3%	13%	68%	38%	6%	34%	8%	28%	9%	2%	2%	4%	4%	5%	

Labor Category	Total Hours	Billing Rate	Total Cost
1.0 Building Phase (Lump Sum)			
Project Executive Leader	4 hrs. x \$ 305.00/hr. = \$	1,220.00	
Engineer Project Mgr IV	32 hrs. x \$ 210.00/hr. = \$	6,300.00	
Engineer Project Mgr V	102 hrs. x \$ 150.00/hr. = \$	15,300.00	
Project Coordinator II	4 hrs. x \$ 180.00/hr. = \$	720.00	
Engineering Techn. III	8 hrs. x \$ 150.00/hr. = \$	1,200.00	
Engineering Techn. IV	2 hrs. x \$ 150.00/hr. = \$	300.00	
Planner III	12 hrs. x \$ 180.00/hr. = \$	2,160.00	
SUBTOTAL:	48 hrs.	SUBTOTAL:	\$ 9,760.00
PHASE SUBTOTAL:	\$ 9,760.00		

TASK										LABOR CATEGORY					
Start Date:	End Date:	Practices	Practices	Practices	Practices	Engineer Project Mgr	Engineer Project Mgr	Engineering Techn. III	Engineering Techn. III	Project Coordinator	Engineer I	Engineer II	Planner III	Consultant I	Phase Item Costs
Start Date:	End Date:	Practices	Practices	Practices	Practices	Walt McDonald	Kim McDaniel	Rhonda Fonda	Lynn Ballman	Katrina Akau	Matthew Olliges	Charlene Benison	Angela Empiegar	Bradley Davis	
3.01 Coordinate and Attend Meetings with the Sponsor and FAA		2	3	2	4					2	2				\$ 8,800.00
3.02 Prepare Project Scope of Work and Contract						2	3	4							\$ 8,400.00
3.03 Prepare Preliminary Cost Estimating															\$ 6,975.00
3.04 Prepare Project Cover Letter								1	2						\$ 733.00
3.05 Prepare Environmental Assessments									3						\$ 1,800.00
3.06 Prepare Federal Grant Application									2	3					\$ 1,800.00
3.07 Prepare Environmental Documentation									1	2					\$ 1,000.00
3.08 Prepare One-Stop Budget Business Enterprise (OSBE) Program and Goal									2	3					\$ 420.00
3.09 Manage Archer/FAA									2						
TOTALS:	3	6	33	42</b											

Labor Category	Total Hours	Billing Rate	Total Cost
A.0 Construction Administration Phase (Lump Sum)			
Engineer Project Mgr IV	4 hrs. x \$ 200.00/hr. x \$	1,200.00	
Engineer Project Mgr II	44 hrs. x \$ 210.00/hr. x \$	9,240.00	
Project Coordinator II	44 hrs. x \$ 150.00/hr. x \$	6,600.00	
Engineering Tech II	22 hrs. x \$ 170.00/hr. x \$	3,740.00	
Engineering Tech III	4 hrs. x \$ 170.00/hr. x \$	680.00	
Construction Manager III	26 hrs. x \$ 220.00/hr. x \$	5,720.00	
Construction Manager III	16 hrs. x \$ 185.00/hr. x \$	3,040.00	
Subtotal	134 hrs.	Subtotal	\$ 25,940.00
Subtotals			
Auto Rental	1 Day x \$ 115.00/day x \$	115.00	
lodging + Tax & Fees	0 Day x \$ 125.00/day x \$	0.00	
Per Diem	0 Day x \$ 44.00/day x \$	0.00	
Travel & Airline Costs	0 Trip x \$ 100.00/trip x \$	0.00	
Subtotal	0	Subtotal	\$ 115.00
PHASE SUBTOTAL			\$ 26,055.00

TASK										Labor Category				Phase Item Costs
Start Date:	10/1/2025	End Date:	10/31/2025	Engineer Project Mgr IV	Engineer Project Mgr II	Project Coordinator II	Engineering Tech II	Engineering Tech II	Construction Manager III	Engineer I				
4.0 Construction Administration Phase (Lump Sum)				Karen McDaniel	Rhonda Fonda	Katrina Alba	Shelly Bamm	John Esteban	Robert Hall	Matthew Cottage				\$ 1,740.00
4.0.1 Prepare Construction Contract and Documents				3	24	4	8	4	2	2				\$ 10,490.00
4.0.2 Prepare Project Coordination				1	2					2				\$ 1,543.00
4.0.3 Review Engineering Documentation				22	12	12	12	12	12	12				\$ 3,442.00
4.0.4 Prepare Construction Submittals and Advertising				1	4	4	4	4	4	4				\$ 1,000.00
4.0.5 Review Contractor's Safety Plan/Compliance Document				1	2	2	2	2	2	2				\$ 1,100.00
4.0.6 Review Construction Submittals				2										
4.0.7 Prepare Requests for Reimbursement				4	8	12	12	12	12	12				\$ 4,700.00
TOTALS	4	44	18	22	4	28	36	0	0	0	0	0	0	\$ 21,962.00
PERCENTAGES	2%	33%	11%	13%	2%	21%	12%	0%	0%	0%	0%	0%	0%	

Labor Category	Total Hours	Billing Rate	Total Cost
A.0 Off-Site Construction Coordination Phase (Lump Sum)			
Engineer Project Mgr IV	2 hrs. x \$ 200.00/hr. x \$	400.00	
Engineer Project Mgr II	18 hrs. x \$ 210.00/hr. x \$	3,780.00	
Engineering Tech II	20 hrs. x \$ 170.00/hr. x \$	3,400.00	
Engineering Tech III	10 hrs. x \$ 170.00/hr. x \$	1,700.00	
Construction Manager III	12 hrs. x \$ 220.00/hr. x \$	2,640.00	
Project Coordinator II	12 hrs. x \$ 150.00/hr. x \$	1,800.00	
Subtotal	130 hrs.	Subtotal	\$ 23,530.00
Subtotals			
Auto Rental	0.5 Day x \$ 130.00/day x \$	65.00	
lodging + Tax & Fees	0 Day x \$ 125.00/day x \$	0.00	
Per Diem	0 Day x \$ 44.00/day x \$	0.00	
Travel & Airline Costs	0 Trip x \$ 100.00/trip x \$	0.00	
Subtotal	0	Subtotal	\$ 65.00
PHASE SUBTOTAL			\$ 23,595.00

TASK										Labor Category				Phase Item Costs
Start Date:	10/1/2025	End Date:	10/31/2025	Engineer Project Mgr IV	Engineer Project Mgr II	Engineering Tech II	Engineering Tech II	Construction Manager III	Project Coordinator II	Construction Manager III	Engineer I			
3.0 Off-Site Construction Coordination Phase (Lump Sum)				Karen McDaniel	Rhonda Fonda	Lynn Barnes	Shelly Bamm	Robert Hall	Katrina Alba					\$ 1,711.00
3.0.1 Prepare Construction Coordination Phase (Lump Sum)				12	12	12	12	12	12	12				\$ 3,480.00
3.0.2 Conduct Final Inspection				1	1	1	1	1	1	1				\$ 4,510.00
3.0.3 Prepare Engineering Record Drawing				1	2	12	12	12	12	12				\$ 13,741.00
3.0.4 Prepare Off-Site Project Report				1	6	6	12	12	12	12				\$ 1,621.00
3.0.5 Prepare Off-Site Project Report				3	3	3	3	3	3	3				\$ 2,046.00
3.0.6 Summarize Project Costs				4	4	4	4	4	4	4				
TOTALS	0	28	30	36	52	32	0	0	0	0	0	0	0	\$ 13,583.00
PERCENTAGES	2%	22%	15%	12%	4%	3%	0%	0%	0%	0%	0%	0%	0%	

Labor Category	Total Hours	Billing Rate	Total Cost
A.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)			
Construction Manager III	144 hrs. x \$ 65.00/hr. x \$	9,240.00	
Subtotal	144 hrs.	Subtotal	\$ 9,240.00
Subtotals			
Direct Labor Cost	0 hrs. x \$ 0.00/hr. x \$	0.00	
Overhead (% of Direct Labor Cost)	307.48% x \$ 0.00	0.00	
Total Labor Cost		\$ 28,760.00	
Fixed Fee	0 hrs. x \$ 0.00/hr. x \$	0.00	
Subtotal	0	Subtotal	\$ 28,760.00
PHASE LABOR			\$ 28,760.00
PHASE SUBTOTAL			\$ 32,004.00

TASK										Labor Category				Phase Item Costs
Start Date:	10/1/2025	End Date:	10/31/2026	Construction Manager III	Project Coordinator II	Construction Manager III	Project Coordinator II	Construction Manager III	Project Coordinator II	Construction Manager III	Engineer I			
4.0 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)				Robert Hall										\$ 8,946.00
4.0.1 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)				12	12	12	12	12	12	12				
4.0.2 Provide Assistant Engineering Services for Off-Site Scope of Work				12	12	12	12	12	12	12				
4.0.3 Provide Assistant Engineering Services				144										
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 8,946.00
PERCENTAGES	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

Contract Hours	Phase Fee	Reimbursable Costs	Total Cost
PART A - BASIC SERVICES (LUMP SUM)			
1.0 Preliminary Design Phase (Lump Sum)	90	\$ 30,420.00	\$ 30,420.00
1.1 Site Preparation Phase (Lump Sum)	24	\$ 43,545.00	\$ 43,545.00
1.2 Building Phase (Lump Sum)	44	\$ 130,000.00	\$ 130,000.00
Subtotal	354	\$ 173,965.00	\$ 240,965.00
PART B - SPECIAL SERVICES (LUMP SUM)			
2.0 Construction Administration Phase (Lump Sum)	134	\$ 21,360.00	\$ 21,360.00
2.0.1 Pre-Construction Coordination Phase (Lump Sum)	355	\$ 21,515.00	\$ 21,515.00
Subtotal	589	\$ 42,875.00	\$ 43,875.00
PART B - SPECIAL SERVICES (COST PLUS FEES)			
2.0.2 On-Site Construction Coordination Phase (Cost Plus Fixed Fee)	241	\$ 21,760.00	\$ 21,760.00
Subtotal	244	\$ 21,760.00	\$ 21,760.00
TOTAL	764.0	\$ 133,031.00	\$ 6,000.00
			\$ 139,031.00

*For the purposes of estimating the cost of mileage, per diem, and lodging are calculated in accordance with applicable IRS and GSA guidance. At the time of issuing message will be assessed in accordance with published IRS rates at the time of service and per diem will be assessed in accordance with published GSA rates at the time of service.

CEDAR CITY COUNCIL

AGENDA ITEMS – 14

DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: June 30, 2025

SUBJECT: Ordinance amending Sections 26-VIII-1 and 2 removing the requirement of a council member sitting on the Planning Commission.

DISCUSSION:

Please find an ordinance removing the requirement of a councilmember sitting on the Planning Commission. While having a council member on a Planning Commission was once common in Utah, Cedar City is now one of the last remaining cities to still have this requirement. Due to potential conflicts and other issues, I recommend removing this requirement. Please keep in mind that the proposed change does not remove Robert Cox from the Planning Commission; it merely does not require him to remain or to only be replaced by a different council member.

This same requirement exists for quite a few City boards and committees. Feel free to discuss the need to alter any of those as well. Keep in mind that these changes would stop council members from being assigned to oversee any board or committee; the council member would cease to be a voting member of any such board or committee from which you wish to remove this requirement.

The Planning Commission gave a positive recommendation to this proposed change. Please consider this ordinance removing the requirement that a council member sit on the Planning Commission.

**CEDAR CITY
ORDINANCE 0709-25—**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 26-VIII-1 AND 2
REMOVING THE REQUIREMENT THAT A COUNCIL MEMBER SIT ON THE
THE PLANNING COMMISSION**

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enable Cedar City to pass ordinances as are necessary and proper to provide for the safety, promote the prosperity, improve the peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city; and

WHEREAS, Cedar City seeks to follow the lead of most other cities in Utah and remove the requirement of having a councilmember on the Planning Commission; 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 change Sections 26-VIII-1 and 26-VIII-2 by updating the existing ordinances.

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

SECTION 1: **AMENDMENT** “Section 26-VIII-1 Creation Of Planning Commission” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 26-VIII-1 Creation Of Planning Commission

There is hereby created a Planning Commission within and for Cedar City to be known as Cedar City Planning Commission. Said Commission shall consist of seven members, ~~one to be designated from among its own members by the City Council and six to be appointed by the Mayor with the consent of the City Council from among qualified voters of the City. Members shall be selected without respect to political affiliations and shall serve with compensation as determined by the City Council.~~

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

SECTION 2: **AMENDMENT** “Section 26-VIII-2 Terms Of Office” of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 26-VIII-2 Terms Of Office

~~The term of office for the designated City Councilman shall correspond to their tenure of office.~~ The terms of office for the appointive members of such commission shall be four (4) years. Vacancies occurring otherwise than through the expiration of terms shall be filled by appointment by the Mayor with the consent of the City Council. All terms shall be adjusted so that they terminate on June 30th in the year they are currently scheduled to terminate. The Mayor may remove members of the Planning Commission for the following reasons, to wit: (1) Misconduct including, but not limited to, commission of a criminal act other than minor traffic violations, and; (2) Excessive absenteeism including, but not limited to, missing three (3) consecutive meetings. The members of the Planning Commission are appointed officials of the City and shall comply with the terms of the Utah Municipal Officers and Employees Ethics Act, UCA §§10-3-1301 through 10-3-1312, as currently enacted or as it may be amended. When new members of the Planning Commission are appointed City Staff shall provide all training that is reasonably necessary.

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

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

do away with the Minor Lot Subdivisions. Those are now called Subdivision Exemptions in State Code. This is just clean up, and we did make those changes to our Minor Lot Definitions in 32 as well. That is the quick summary.

Cox: So, in a nutshell, these are to conform with state statute.

Don: Yes, sir.

Cox: If you want to get the cliff not version.

Don: That is what I tried to give.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for the Ordinance Text Amendment City Items 1, 2, and 3; Jett seconds; all in favor for a unanimous vote.

4) PUBLIC HEARING

Ordinance Text	Section 32-9-O Pertaining to	Amber Ray
Amendment (Recommendation)	Warranty Inspections to be Completed within 15 days of Written request	

5) PUBLIC HEARING

Ordinance Text	Section 32-9 Pertaining to	Amber Ray
Amendment (Recommendation)	Warranty Bonds	

Amber Ray: This is also having the State tell us what we need to clean up and what we need to do. So, this is an Ordinance Text Amendment, when a developer comes to bond, we ask for 110%. 10% of that is a warranty and 100% of that is the initial bond. We hold that 10% warranty until a year after the construction acceptance. Then we release that we are not allowed to ask for the warranty bond prior to Construction Acceptance anymore. That is just changing that. Also, when someone wants an inspection, that needs to be in writing and then we must do it within 15 days. There are stipulations of weather, different things like that. Which is basically the state lines out all those reasons why we could not do it in 15 days. Any questions?

Cox: Does that cover 4 and 5?

Amber: Yes.

Open Public Hearing

Close Public Hearing

Davis motions for a Positive Recommendation for Ordinance Text Amendment for Items 4 and 5; Jett seconds; all in favor for a unanimous vote.

6) PUBLIC HEARING

Ordinance Text	Section 26-VIII-1 Pertaining to	Amber Ray
Amendment (Recommendation)	The makeup of members of Planning Commission	

7) PUBLIC HEARING

Ordinance Text	Section 26-VIII-2	Amber Ray
Amendment (Recommendation)	Removing Terms for a Council Member	

Amber Ray: This is 6 and 7 together. It has come to our attention that somebody is interested in removing a City Council from the Planning Commission. That is how it is throughout the state to not have a City Councilman on the Planning Commission.

Cox: If we are not the last then we are one of the very few that are the last that has a City Council representative on the Planning Commission.

Amber: Currently it does say that the Commission shall consist of seven members. One of them being a Councilman. So, if we want to take into consideration, do you still want it to be seven or six?

Cox: We should have an odd number in my opinion. Five or Seven, five is probably typical.

Randall: Seven is what we have tried to do with most of our boards. There are few that are not, but we have tried to get most of them in that seven realm. It is a little easier to not have too many missing and you have less times. Yes, I will confess that I am part of the impetus behind this because at last meeting that I had Robert sitting up here, Tyler Melling presenting, Carter Wilkey walked in. If you saw me, I nearly cried. Because we are required to publish meetings as council meetings if the council is here. If Carter had said anything at all relevant to that item, we probably would have been in violation of Utah Law. Being present, probably not. It was a little gray. It would be a lot easier if I didn't have somebody potentially voting.

Cox: It also impairs the separation in elected official and a recommending board. There are some things there that make it. I have to deal with it twice, not that it matters. I do see the pitchforks twice on some of them. I think that is why the state has moved away from this, and we are one of the few that still have this setup.

Davis: I like it. I feel like that you are here and then you can add some context to things on the agenda. You get to hear the backstory and then you get to hear it on City Council, and fill in some of the gaps, but these guys can do that.

Cox: I agree, those are benefits, get to hear it here, and bring it to the City Council.

Randall: One of the other things that I would note, and Amber and I talked about this. There is another one that talks about assigning council members to various boards. That still occurs, Robert, I am assuming you are probably assigned to a few other boards as well, but not as a member. Frequently you are just there as a liaison for the council and kind of just oversight kind of concepts. That would still occur.

Cox: Not a voting member.

Randall: Correct. The mayor would still be according to a different ordinance that we are not asking you to change would still be assigning the Planning Commission but member. Simply that is part of their assignment.

Lunt: So, we as a council remain at seven or drop down to six

Randall: What has been proposed is seven and I at least because I know before when Paul Bittman was City Attorney, he was the one that pushed quite a bit to try and get almost all our boards to seven.

Logistically it is easier for staff at seven.

Cox: Seven is a good number because this meeting started and we didn't have three of you and we couldn't have started the meeting if it was five-member commission.

Randall: Or even.

Cox: Just to use that as that as an example.

Randall: Please don't ever do even number. Because if you have six and everybody shows up, you could have a tie.

Cox: Yes, you have to have a tiebreaker. Yes, we have to write an ordinance for a tiebreaker, right? I think since the others are at seven, that probably is a good number and that gives us an easier number for a quorum.

Amber: Just to go along with that the 26-8-2, it tells that the term of office for a Councilman is the same length. We are just removing that part. That is just cleaning it up.

Webster: That is bad news when cleaning it up is getting rid of you.

Cox: I am fine with that.

Decker: Personally, I like the idea of having a council member here, but I understand, and I certainly would yield to legal if there is a concern.

Cox: It is more of a legal issue than me being here or not being here to be honest. I enjoyed being here and part of the conversation.

Amber: It not a personal thing.

Randall: And you are always welcome to come and give your opinion.

Kent: On a Public Hearing item. I would like to add my perceptive on this issue. Back in the 90s I was on the Pleasant Grove City Council in Utah County, and I was the Robert on that council. I had the assignment from the mayor to be a member of the Planning Commission. One of the things that bothered me was when I got training for the Utah League of Cities and Towns. The League of Cities and Towns was training us on what the rules are for Planning Commissioners engaging with the public related to items on the agenda. It is basically that you shouldn't be engaging with members of the public, especially anyone who has anything to do with that item outside of this meeting. According to the training from the league, but then training for council members is completely different, right? With a council member, you are expected to take those phone calls from constituents and even seek out people's input. This was conflicting, me as a city council member, sitting on the Planning Commission, I had to conflicting sets of rules I am trying to operate under. That was uncomfortable to me, and I suspect that is part of why back in the 90s so many very common up and down the state to have a city council member on the Planning Commission and now it is hard to find any outside of this corner of the state. I think that is part of the reason probably why that came into being.

Cox: Well, it is akin to jurors discussing a case outside of the courtroom on one hand, but then people are calling and asking about the case to the elected official on the other.

Jett: Randall, how does that apply? I get people that ask me, why is this way and why don't we change this and am I violating some.

Randall: No, there is prohibition with you talking to the public. Let me explain why it comes into effect. You have probably heard us say before that public clamor is not a valid reason to make your decisions. For administrative type decisions, that is always the case. Public clamor shouldn't be considered at all. Legislative decisions, where the council votes on changing an ordinance, public clamor is in fact allowed. They can catch the winds of where the politics are going, and they can vote in that direction because it is election year, and I want to get re-elected. That is allowed. You are in a boat where your kind of administrative, even if you are discussing legislative things. The Utah League and Cities and Towns, I think consistently been for decades, has recommended that you not talk to the public about these things. I have never found a law that says you can't. It does make it awkward later when someone says you only voted that way because you talked to this person outside the meeting. It is not illegal; it is just one of those areas where I ask you to be cautious. The open and public meetings act only says, you can't talk about it when you have a quorum. If it is just, you individually or even 2 or 3 of you, it's not a quorum.

You can legally do so.

Cox: Thank you. Do we have any other questions or comments?

Open Public Hearing

Close Public Hearing

Jett motions for a Positive Recommendation for Items 6 and 7 to change the Ordinance that removes the City Council member from the Planning Commission and to remove the terms of the Council Member; Jennifer seconds; all in favor for a unanimous vote.

The meeting was adjourned at 6:38 p.m.

Faith Kenfield, Executive Assistant

CEDAR CITY COUNCIL

AGENDA ITEMS – 15

DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: June 30, 2025

SUBJECT: Consolidated Fee Schedule

DISCUSSION:

A number of fee changes are being requested by City departments. The requested changes and their justifications are included below. Please consider the resolution to adopt the proposed changes.

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 Cedar City Airport, Heritage Theatre, and Engineering Department have a need to update their fees in order to reimburse the City for the public services that they make available to residents of Cedar City and non-residents alike; and

WHEREAS, City staff have recommended changes in the fee schedule as reflected in exhibit #1; and

WHEREAS, the City Council has reviewed the proposed changes to the fee schedule during an open and public meeting and finds that the proposed 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 set forth in exhibit #1.

NOW THEREFORE BE IT FURTHER RESOLVED by the City Council of Cedar City, State of Utah, that this resolution shall become effective immediately upon passage.

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:

Melling -

Phillips -

Riddle -

Cox-

Wilkey -

Dated this _____ day of July, 2025.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER





Exhibit #1

Cedar City Resolution No. _____

CEDAR CITY CORPORATION
Proposed Fee or Rate Increase
FY 2025-26

Fee Title	Old Amount	Proposed Amount	Justification
Customer Facility Charge (CFC)	N/A	\$1.50 per car rental day	Car rental companies request car washing stations. Fee will fund car washing area and ongoing maintenance costs.
BLM Landing Fee	\$37.50	\$45.00	Increase set in 2023 contract
BLM Landing Fee	\$158.75	\$172.50	" "
BLM Landing Fee	\$232.50	\$240.00	" "
Tie down/overnight parking fee – nightly	\$10.00	\$10.00 <12,500 lbs.; \$25.00 >12,500 lbs.	Aircraft footprint and vary greatly in size, larger aircraft should be charged at a premium.
Tie down/overnight parking fee – monthly	\$35.00	\$35.00 <12,500 lbs.; \$75.00 >12,500 lbs.	Aircraft footprint and vary greatly in size, larger aircraft should be charged at a premium.
Tie down/overnight parking fee – yearly	\$300.00	\$300.00 <12,500 lbs.; \$700.00 >12,500 lbs.	Aircraft footprint and vary greatly in size, larger aircraft should be charged at a premium.
Flight School Operator Fees - Rotorcraft	\$7.50 per landing or \$3,750.00/month	Remove, see below	Need a more just and reasonable tiered approach to flight school operator fees.
Flight School Operator Fees – Small Flight School (5-14 Aircraft)	N/A	\$1000 per month	Need a more just and reasonable tiered approach to flight school operator fees.
Flight School Operator Fees – Medium Flight School (15-29 Aircraft)	N/A	\$2500 per month	Need a more just and reasonable tiered approach to flight school operator fees.

Flight School Operator Fees – Large Flight School (30 or more Aircraft)	N/A	\$3750 per month	Need a more just and reasonable tiered approach to flight school operator fees.
Large Aircraft Hangar	\$1,000/month	\$1,600/month	Lease up for renewal; rate study completed.
BLM Tanker Base	\$1.00/year	In-progress	New contract beginning negotiations
SASO initiation/annual license fee	\$100 per year	\$200 per year	The existing rate is lower than comparable airports.
Terminal Use Fee	N/A	\$1.50 per enplaned passenger	Option to recuperate less-restrictive funding to supplement building maintenance costs.

CEDAR CITY CORPORATION
Proposed Fee or Rate Increase
FY 2025-26

Fee Title	Old Amount	Proposed Amount	Justification
BUILDING			
Identical Plan	N/A	30% of the original plan review fee	New fee required by State law
ENGINEERING			
Lot Line Adjustment	\$40	\$40	Title change only per State law
Boundary Adjustment			