



Cedar City

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

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

CITY COUNCIL WORK MEETING
AUGUST 20, 2025
5:30 P.M.

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 Officers I - Logan Scoresby & Brooke Runolfson. Chief Adams
 - Discuss potential test well locations in the Rush Lake/Braffits Creek area. Shane Johnson / Jonathan Stathis
- IV. Public Agenda
 - Public Comments

Business Agenda

Public

1. Public hearing to consider a request to waive park & other fees associated with the July Jamboree. Rob O'Brien, Cedar City Rotary Club
2. Public Hearing to consider a resolution approving a development agreement related to public improvements on Westview Drive for property in the vicinity of 1800 Westview Drive. Go Civil/Randall McUne
3. Public Hearing to consider ordinances for a General Plan change from medium density residential to high density residential and zone changes from Central Commercial (CC) and Annex Transition (AT) to Dwelling Multiple Units (R-3-M) for property located in the vicinity of 200 West 2530 North. Platt & Platt/Randall McUne
4. Public hearing to consider a resolution approving a second amendment to a development agreement related to rights-of-way and access for property located in the vicinity of 800 North 3500 West (Cedar 106). Platt & Platt/Randall McUne
5. Public hearing to consider a resolution approving a development agreement related to not installing all public improvements for property located in the vicinity of 1600 W. Industrial Road. Platt & Platt/Randall McUne
6. Public hearing to consider modifications to Cedar City Ordinance 32-8 amending the City's subdivision ordinance to allow PUD-owned storage units. Platt & Platt/Randall McUne
7. Consider granting a public utility easement on City property at approximately 200 South Old Highway 91 (Cedar Boulevard). Rocky Mountain Power/Randall McUne

Staff

8. Consider a resolution amending the fee schedule for water meters and strainers. Matt Baker/Randall McUne
9. Consider bids for the South Main Street Lighting Improvement Project Phase 2. Shane Johnson/Kent Fugal
10. Consider bids for the Cedar City Cemetery Renovation Project Phase 3R. Shane Johnson/Kent Fugal
11. Consider proposals for the 2025 Traffic Studies RFP. Shane Johnson/Kent Fugal

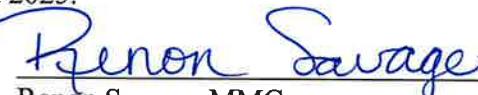
Dated this 18th day of August, 2025.



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 18th day of August 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.

Cedar City - City Council Meeting

August 20, 2025

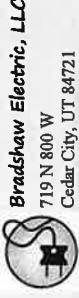
2025 JULY JAMBOREE SPONSORSHIP

- Purpose - Review sponsor benefits granted to Cedar City Corporation from the Rotary Club for “in-kind” trade for \$2,000 sponsorship agreement.
- Requesting that the bills presented to Rotary Club for payment, after the event, be applied to the “in-kind” trade benefit extended to Cedar City Corporation.

- \$1,200 from Parks & Rec for stage set up & take down (verbal per Ken Nielson)
- \$780 from Bradshaw Electric for electric services (per Invoice 4084)
- Total amount **\$1,980**

#1





Invoice

Bradshaw Electric, LLC
719 N 800 W
Cedar City, UT 84721
435-590-9958

Date	Invoice #
7/29/2025	4084

Bill To
Cedar City Office-July Jamboree 2025

A 8% late service charge will be added at 20 days from date of invoice on unpaid balance.



Cedar City Rotary Club's
28th ANNUAL JULY JAMBOREE
July 12th, 2025 – DOWNTOWN CEDAR CITY

SPONSOR OPPORTUNITIES

TITLE SPONSOR \$5,000 (Exclusive for 1 Sponsor)

- Name used above the event.
- Name included as above in radio and website advertising and on poster.
- Name listed as above in all press releases.
- Name on banner displayed on Main Street. Logo as Title Sponsor on front and back of Custom T-shirt.
- 6 Tickets for July Jamboree Breakfast.
- 10 Custom T-shirts.
- Your banner displayed with mentions at the event.
- 2 Sponsor booths promoting your business.
- Recognition at a special Rotary luncheon.

Signature Sponsor \$2,000

- Name listed in all radio and Logo in website advertising, and on poster.
- Name listed on all press releases.
- Logo as Sponsor on front of custom T-shirt.
- 6 Custom T-shirts.
- Logo on car material
- Logo on sidewalk stickers
- 4 Tickets for our July Jamboree Breakfast.
- Your banner displayed at the event with mentions at event.
- Sponsor booth promoting your business.
- Priority on Booth Space.
- Recognition at a special Rotary luncheon.
- Logo on Participation Award



Special Sponsor \$1,000

- Logo on poster and website advertising.
- Logo as Sponsor on custom T-shirts.
- 2 Tickets for July Jamboree breakfast.
- 2 custom T-shirts.
- Your banner displayed at the event with mentions at the event.
- Sponsor booth promoting your business.
- Priority on Booth Space.
- Name on Participation Award

Corporate Sponsor \$500

- Name on Poster.
- Logo listed on Rotary website.
- Your banner displayed at the event.

Individual Sponsor \$200

- Name listed on Rotary website

THANK YOU! **YOU MADE IT HAPPEN!**

- 78 Sponsors
 - 6 new participants
 - 5 Donated booths to NPO community
 - 5 support company's

Event Posters placed around Cedar City



America First Credit Union • Bradshaw Electric • Cache Valley Bank
D&P Performance • Fire & Smoke Repair • TDS Telecom • Iron Mountain Plumbing
Mountain America Credit Union • Renewable by Anderson of Nevada • Rally Stop
Rocky Mountain Power • State Bank of Southern Utah • Centro Woodfired Pizzeria
Leutitt Group • Leutitt Leavitt Agency • Southwest Technical College • #17 Media
Tucker's Classic Auto Parts • Safari Hospitality • Swift Heating & AC • Coca-Cola
Alia Chelle Catering • Watson Engineering • Cedar Fun Center • Cafe Sabor
ERA Realty • Jennifer Davis, Agent • Rainbow Signs & Design • Foot & Ankle Institute • Ampac
Cedra City Hospital & Select Health • BLDV Home • D-BAT Cedar City
Ti-State Motors • Webster Orthodontics • Chef Alfredo's Ristorante
Spearehead Brand Development • American Design Landscaping • Moselle Sanitation
Impelment Window & Door • The Pub Spirits + Craft Kitchen • Holmes Barber Shop
Westwood Law • Diane Shawcross Dreyer • Cedar City Rotary Club
Randy and Ann Marie Mifflin Family • Fine Iron

WWW.JULYJAMBOREE.COM or JULYJAMBOREE@GMAIL.COM
FOR MORE INFORMATION

Thank you! Sponsors of the July Jamboree 2025

You and your contributions Made - It - Happen



- Largest ever attendance – over 19,500
- Largest ever sponsorships - \$105,000
- Largest ever vendor participants / 195
- Largest single day event in Cedar City
- 78 Sponsors / with 43 Exhibiting booths
- 6 New sponsors for 2025
- 5 Nonprofit Community Enhancement Cos.

Your benefits ☺

**Fabulous community exposure
Business expansion and customer awareness
SIGNIFICANT INCREASE IN YOUR BUSINESS**

- Logo/name on over 600 t-shirts
- Logo/name on 350 Participation Awards
- Logo/name on over 300 posters
- Logo on the July Jamboree web-site
- Advertising in Iron County Today
- Advertising via social media
- Radio advertising mentioning Signature and Title Sponsors
- Premier booth position – **Booth #28 on Main Street by Crosswalk**

**Two Full Page Ads
Iron County Today**



July Jamboree

Rob O'Brien
International Energy Agency

Spring Point Ledge (Penobscot Bay, Maine) is a small, rocky island situated in the mouth of the Penobscot River. It is a well-known birding site, and the Maine Audubon Society has conducted a long-term study of the island's bird population. The study has shown that the island's bird population has increased significantly over the past 20 years, with many new species appearing and others becoming more numerous. The study has also shown that the island's bird population is highly dependent on the availability of food, particularly fish, which are abundant in the surrounding waters. The study has provided valuable information for the protection and management of the island's bird population, and has helped to raise awareness of the importance of preserving natural habitats for birds and other wildlife.



July Jamboree
Returning for
28th Year

For the Prevention of Human



July Jamboree
Returning for
28th Year

For the Prevention of Human

TELEGRAPH RAIL CUP
THE 1975 TELEGRAPH RAIL CUP was held at the Royal Albert Hall, London, on 25th January. The competition was won by the London & South Western Railway, who beat the Great Western Railway in the final. The semi-finalists were the Great Central and the Midland. The Great Western Railway had beaten the Great Central in the first round, and the London & South Western Railway had beaten the Midland in the first round.

Billboards:



Produced by #17 Media

**Shown on Billboard
owned by Iron Springs
Resort**



40 STREET TALKERS

Placed on sidewalks
around downtown
Cedar City

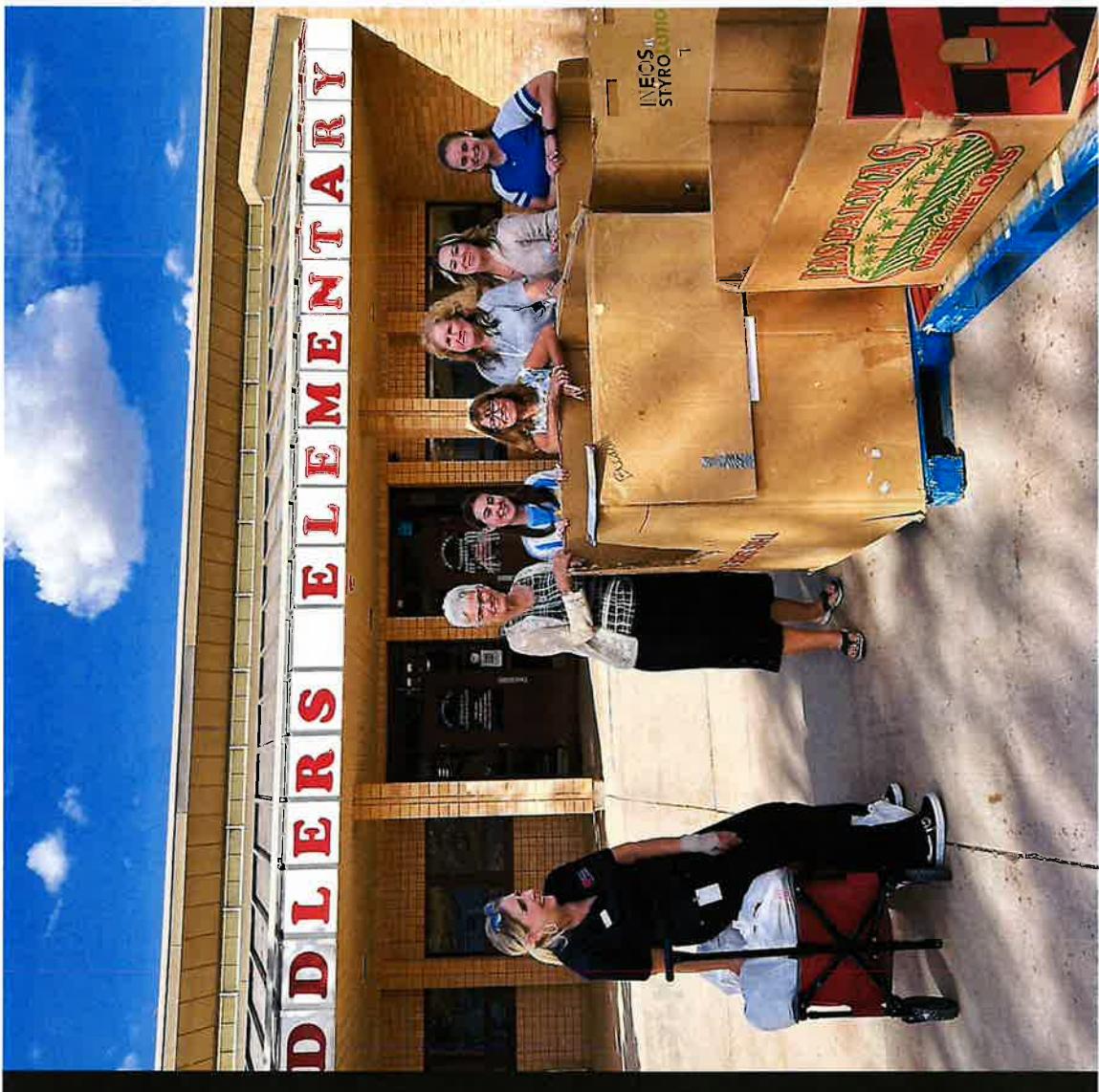


100% of July Jamboree profits support humanitarian services, in our community and beyond, through local organizations such as these:

- Canyon Creek Services
- Iron County Care & Share
- **Cedar City Main Street Park electrical upgrade**
- SUU & SW Technical College Scholarships
- Fiddlers Elementary School – Food Distribution
- Iron County School District – Wellness Rooms
- Iron Kids / Iron County Schools - Summer program
- Canyon Creek water park and ADA playground equipment
- **Cedar City Parks and BLM, Yankee Meadows tree planting**

100% of July Jamboree profits support humanitarian services, in our community and beyond, through local organizations such as these:

- Rotary Centennial Veterans Park
- Rotary Canyon Water Park
- Cedar City Police Department
- Iron County Sheriff's Office
- Enoch City Police Department
- Youth Futures
- The Happy Factory



Distributing
food to children
in need at
Fiddlers
Elementary



Planting Trees in the Canyon Park



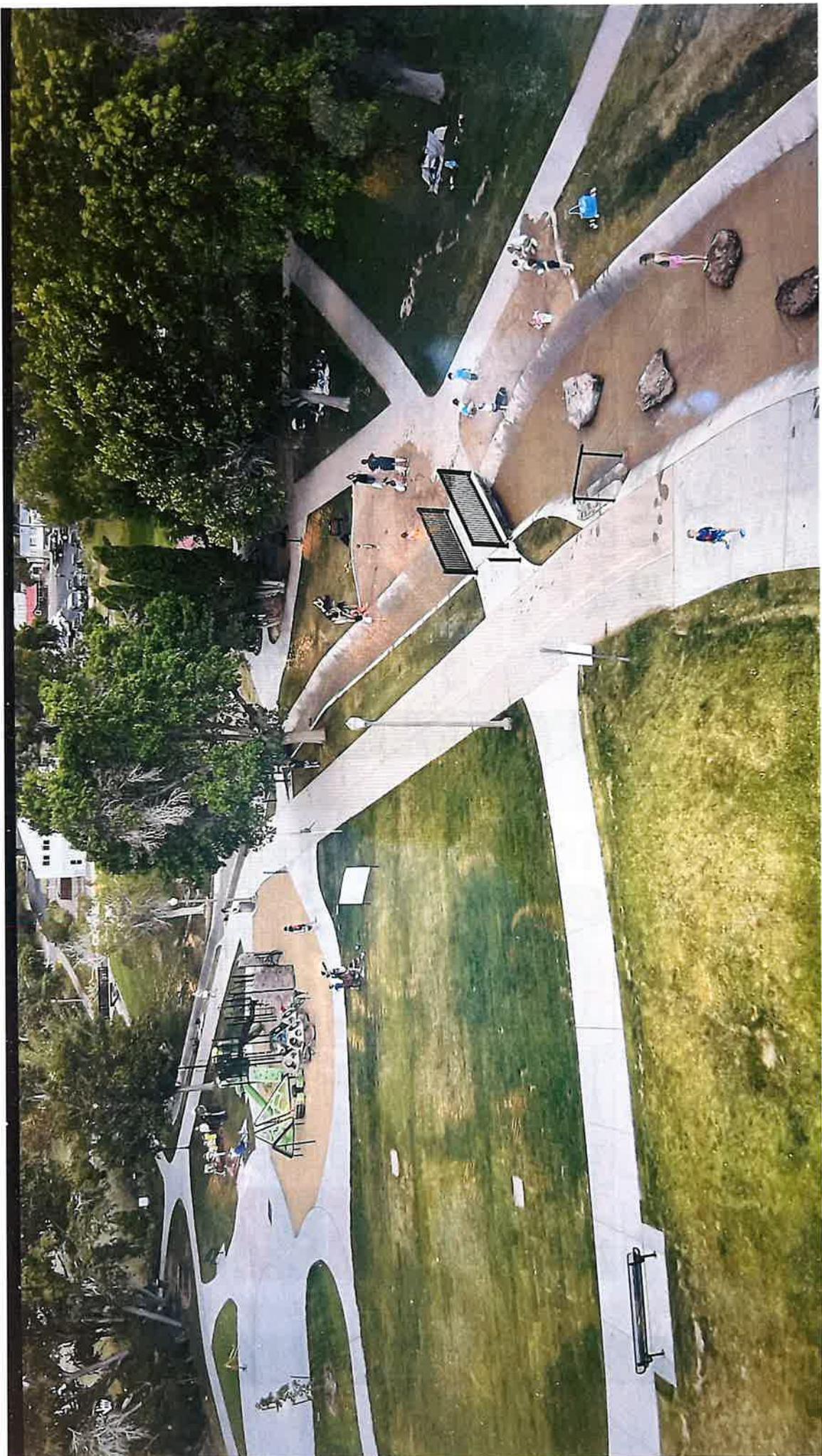
Planting Trees in Yankee Meadows Campground

Gathered over
5,000 lbs of
Thanksgiving
food for those in
need through the
Care and Share



Created Teen Hygiene Kits for homeless teens in Iron County





**WE THANK YOU AGAIN
AND LOOK FORWARD
TO WORKING WITH
YOU!**

LET'S M.I. H.

**PLEASE VOTE TO
APPLY IN-KIND TRADE
AGREEMENT**

Third Ad in Iron County Today
"Thank you, Cedar City!"

ISSUE COUNTY TODAY 5 JULY 26, 2025



111

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 - [My Account](#)
 - [Logout](#)
- [Home](#)
- [Reports](#)
- [Store](#)

1 of 1 Find | Next |

Invoice Detail

InvoiceId:	10589620	Purchaser:	Mads Nunley	Date:	7/7/2021 1:07:04 PM		
Item	Rate	Quantity	Subtotal	Discount	Total	Paid	Owed
Dolly Wear - Cash Register/Miscellaneous Fees/Special Event Form Fees /Mobile Stage Full Setup	\$500.00	1	\$500.00	\$100.00	\$400.00	\$400.00	\$0.00
TOTAL			\$500.00	\$100.00	\$400.00	\$400.00	\$0.00
GRAND TOTAL					\$400.00	\$400.00	\$0.00

Purchase Time	Action	Type	Amount	Operator
7/7/2021 1:07:04 PM	Payment	Check	\$400.00	Mads Nunley

Page 1 of 1

8/6/2025 12:00:00 AM

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◀ ⏪ 1 of 1 ⏩ ⏴ ⏵ Find | Next ⏹ ⏹

Invoice Detail

Invoiceno: 10740551 **Purchaser: Sadie Webster** **Date: 5/3/2022 11:59:30 AM**

Item	Rate	Quantity	Subtotal	Discount	Total	Paid	Owed
Dolly Wear - Cash	\$500.00	1	\$500.00	\$100.00	\$400.00	\$400.00	\$0.00
Register/Miscellaneous Fees/Special Event Form Fees /Mobile Stage Full Setup							
TOTAL			\$500.00	\$100.00	\$400.00	\$400.00	\$0.00
GRAND TOTAL					\$400.00	\$400.00	\$0.00
Purchase Time	Action	Type	Amount		Operator		
5/9/2022 11:59:30 AM	Payment	Check	\$400.00		Sadie Webster		

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8/8/2025 12:00:00 AM

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Contact Us



Date: 3/11/2024
Order #: X1S5-69861290-RL62
Special Event: 2024 July Jamboree
#8795695
7/12/2024 - 7/13/2024

Bill To**Payment**

2024 July Jamboree

Order Details

Simple Stage Setup		\$1,000.00
	Total:	\$1,000.00
	Amount Paid:	\$0.00
	Amount Due:	\$1,000.00

Cedar City

CEDAR CITY COUNCIL

AGENDA ITEMS – 2

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Consider development agreement for 4B Ranch along Westview Drive

DISCUSSION:

Back in March, Alex Meisner, DBA 4B Ranch, sought a deferral agreement for improvements along Westview Drive, a 100-foot master planned road. The Council seemed in favor of negotiating an agreement and verbally directed staff to allow the recording of the final plat of 4B Ranch Phase 5 and to bring back an updated, negotiated deferral agreement. The developer is proposing a different solution.

Rather than deferring the improvements along Westview Drive, the developer is proposing a fee in lieu of a deferral. Under the proposed agreement, 4B Ranch, LLC, will pay the City \$204,882.32, which will then eliminate the developer's obligation to install any public improvements along Westview Drive. The fee is based on an Engineering Department-approved Engineer's Estimate for the developer's non-reimbursable portion of the eventual widening of Westview Drive. While this runs the risk of all estimates regarding underestimating expenses and not calculating likely increases to construction costs in the future, it does alleviate the problem with lack of enforcement tools in the future that a deferral agreement would suffer from.

Please note that I made some mostly minor tweaks from the version approved by the Planning Commission. You can see those changes in the redline version included in your packet. The Planning Commission's minutes are also included.

4. PUBLIC HEARING

Development Agreement
Engineering
(Recommendation)

4B Ranch

GO Civil

1800 South Westview

Dallas Buckner: Good evening, Go Civil. This is a development agreement for 4B Ranch Phase 5. Randall had provided me with a previous one, and I think the kind of meat and potatoes of this is within the owners' obligations. We've done phases one through four in a minor sub out at 4B Ranch, and the city had passed a new ordinance that triggered us to make frontage improvements along Westview with phase five. We had originally brought this to council as a deferral agreement, but in working through it with staff and what we're proposing. Randall felt like a development agreement was the appropriate vehicle, and so we're bringing this before you tonight and then to council with your recommendation.

We have done the development on the previous phases and have not improved Westview. This triggered improvements. What we're proposing through this development agreement. It is basically a fee in lieu of improvements. The developers are required to build out Westview from the existing condition to a 55-foot-wide right-of-way equivalent. It's 100-foot-wide of what 100-foot mass. plan right of way. We've put together an engineer's cost estimate of what the developer's obligation would be from the existing condition. That's the number you see there, \$204,882.32. The first part of that is we're getting the requirement. The second part is we're saying we put together a cost estimate of what our obligation for those is. We would essentially cut the city a check for that amount. The city then holds onto that money, and then whenever they have a comprehensive plan to widen Westview, we've paid for our portion that's required. Then the developer is also in this agreement committing to putting in a deceleration lane at his own cost. That's more just a point of clarification.

Jett: That's within this?

Dallas: That's not included. To some effect, we're double paying, but the developer wants to have a deceleration lane going southbound on Westview turning into 4B. Then the last paragraph is just that with the city accepting this fee in lieu that they acknowledge our, we've met our obligation for the improvements of Westview for phases one through four. Then some of this, the version that's on here, I had kind of redlined some of the stuff that had been included on the previous version. That I anticipated working with Randall on to either remove or tweak as we needed. In effect, what we're asking for is we're saying, hey, we have an obligation. This is what our financial obligation would be in today's dollars. If we cut the city a check for this, then we're done. Then the city has that money to do with what they want when they want to do it on Westview.

Webster: Make a certain agree with that, so you don't have the road going like this all the way down.

Kent: Yeah, this issue was before the City Council previously with the discussion of some type of deferral of those improvements. There was some concern expressed at Council meeting about, you know, the challenges of building just this one portion. As we kind of went back to the drawing board on, is there a better solution, this was kind of the direction that things went. I think, based on what was expressed by Council and other factors as we've looked at this, it seems like an appropriate approach.

Webster: You feel good about it, yeah? Randall?

Randall: Just to clarify, this included that little extra that Mary Lisa suggested. I never saw the

final engineer's estimate, so I can't compare the number, but you said you submitted one, I just never saw it.

Dallas: Yeah, I submitted it to her, and then I believe I revised this number, but it only changed it like a couple thousand bucks. I'll double-check that I have the right one in there. Randall: Okay, and then Kent can we do the same? I just don't have – nobody ever sent me the revised one. Then the only other thing, and we'll work on this before it goes to council,

about some of those terms under Section 4. Some of those we'll want to keep in, but, yeah, some of them are specific to the previous one that was a template off. The main reason, just for those of you who know cross-street areas, is just to say, hey, we can only control council decisions to a certain extent. If they go to, say, phase 6, and phase 6 requires a whole different – you know, the ordinance has changed by then for other areas, this wouldn't give them any extra protected rights. This just gives them rights with regard to the road as Phases 1 through 5 would have required. That's why all that rest of that language is there. But otherwise, yeah, this is one of those that I think probably works. It works well for everybody involved, and the city will just have the fun of tracking. Finance might shoot me for this one, but she's not here, so she can't defend herself. But, yeah, otherwise, this is probably a pretty good compromise as a way to have you guys meet your obligations so we'll stop trying to torture you, and then it doesn't make the city and county try to rush any faster than maybe they're ready to finish the road.

Jett: Dallas, do you see what Randall just said? Do you see any problems for, you know, Phase 6, 7, 8, whatever, what there is that may create more problems for you as it relates to the Cross Hollow Road?

Dallas: To Westview?

Jett: Yes, to Westview, thank you.

Dallas: I don't think so. Phase 5 is about a half mile off Westview. I think the intent of putting that last statement in there was just to say that 1 through 5. We've met everything we're required to. If something changes in the future. We should no longer have any frontage along Westview and then we just must deal with whatever other master planned items come up, but this is a way for the developer in the city to come to terms and everyone's happy as far as phase one through five were done. Then with future phases, we'll have to meet whatever comes up in the future.

Jett: If I recall, the fire department has the property to the West of it, just kind of the South. and the West a little bit. Are we going to take this money when we approve, when we improve that section and do that in conjunction with the fire department lot?

Randall: That will be up to, to council, obviously to fund that through. I know Mr. Wilkey, that's one of the ones that he brought up as a possible trigger. When we were discussing this agreement. I had four or five different triggers among our five council members. This was a way easier draft than coming up with all those triggers, but that's probably one of the likely ones. One of the other ones that could occur is a lot of what leads up to Westview north of this county. If county ever gets all of those lined up in conjunction with the city, because then it goes to the city and back and forth, that would be another trigger. If it comes to either side, my expectation is that's when the city would then probably bring it in. It must go through the legislative process. I would just confirm as well, this agreement as is written, and I think written well in this regard, would say that they've satisfied the city's requirements for phases one through five. If six comes in, we can't suddenly go, surprise, now we want you to do Westview again. That's a different concept. I just know when you get to phase six, you're going to have some sewer issues because everything's going to try and flow the wrong way.

Dallas: Yeah, there's lots of issues with phases.

Randall: Other issues outside of Westview Drive, this has nothing to do with those. It's just to say you're done with Westview.

Jett: Well, I appreciate the 4B Ranch proponents on this and Dallas, GO Civil Engineering for working through this. It's been kind of an arduous and tricky and sometimes controversial issue. I really appreciate how professionally this matter has been handled.

Webster: Thank you, Tom. Anybody else, comments or thoughts on the commission? All right, this is slated for a public hearing. If there's anybody in the audience that would like to share some thoughts regarding it, you're welcome to come up now.

Open Public Hearing

Close Public Hearing

Jett motions for a Positive Recommendation to move this project forward. Decker second; all in favor for a unanimous vote.

CEDAR CITY RESOLUTION NO. 25-0827

A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR 4B RANCH, LLC, FOR PROPERTY LOCATED ON THE WEST SIDE OF WESTVIEW DRIVE BETWEEN 1800 SOUTH AND 1525 SOUTH, 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 positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the 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 August 2025.

Garth O. Green, Mayor

[SEAL]

ATTEST:

Renon Savage, Recorder

EXHIBIT A

Cedar City's Development Agreement with 4B Ranch, 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 4B Ranch, LLC, a Utah limited liability company, hereafter referred to as "Owner". The Owner is the owner of the property located on the west side of Westview Drive between 1800 South and 1525 South in Cedar City, Utah, being Iron County Parcel Number B-1894-0002-00001 (the "Fronting Parcel"). The Owner is the owner of the property located at the termination of 4700 West south of Spring Creek subdivision, being Iron County Parcel Number B-1977-0004-0000 (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-1977-0004-0000 (120.0 acres) containing 4B Ranch Subdivision, Phase 5. Cedar City Ordinance requires the frontage improvements along Westview Drive along the Fronting Parcel's frontage on Iron County Parcel Number B-1894-0002-0001 (3.26 acres) located in 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 development 4B Ranch Subdivision Ph. 5 and make City whole for the now required frontage improvements along the Fronting Parcel. Thereby removing any future requirements for improvements along the 4B Ranch Subdivision, Phase 1-5.

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 ~~OWNERs 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 25-0709-20827, 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
- Exhibit C – Westview Drive Improvement Estimate

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. OWNER acknowledges their obligation by Ordinance for the requirement to widen Westview Drive from 1800 South to the north line of OWNER'S FRONTING PARCEL referenced herein, being approximately 1,354 lineal feet of frontage. Westview Drive is an existing 66' Right of Way with ~26' asphalt road. Westview is Master Planned as a 100-foot-wide Right of Way. The City Ordinance requires OWNER to widen the existing road to the equivalent of a fully improved 55-foot Right of Way, which includes asphalt widening, curb, gutter and sidewalk.
- ii. The OWNER is proposing a fee in lieu to be paid to CITY with the permitting fees of 4B Ranch Subdivision Phase 5 for OWNER'S required widening improvements. The cost estimate for the OWNER'S has been included herein as **Exhibit C** and is the approved version as reviewed by City Engineering Department for the amount of **Two-Hundred Four Thousand Eight Hundred Eighty-Two Dollars and Thirty -Two Cents (\$204,882.32)**.

- iii. The OWNER further agrees to construct a deceleration from Westview Drive at 1800 South per the 4B Ranch Subdivision Phase 5 Construction Drawings as approved by the CITY Engineering Department. Said deceleration improvements shall be designed, constructed and installed at the OWNERS expense along said frontage.
- iv. CITY agrees by accepting this fee in lieu payment the OWNER has met their obligation for the required Westview Improvements along previously platted subdivision phases (4B Ranch Subdivision Ph. 1-5), and shall not be subject to any further requirements along Westview Drive with 4B Ranch Subdivision Ph. 5 and future Phases of 4B Ranch Subdivision. Said Phase 1-5 shall be accepted by City as a fully improved City subdivision.

IV. Vested Rights and Reserved Legislative Powers.

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A. Zoning: Vested Rights. The City has zoned the property as ~~Residential Estates-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 ~~subdivision, except as specifically delineated above.~~ This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

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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: 4B Ranch, LLC
2160 West Cedar Hills Drive
Cedar City, Utah 84720

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.

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- 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:

4B Ranch, 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 _____ 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

FRONTING PARCEL LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH SECTION LINE AND BEING N89°47'21"W ALONG SAID SECTION LINE 219.17 FEET FROM THE NORTH 1/4 CORNER SECTION 30, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S05°37'49"W 169.11 FEET; THENCE S00°04'23"E 1,185.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 1800 SOUTH; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES N89°45'04"E 55.11 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89°49'27"; THENCE ALONG THE ARC A DISTANCE OF 54.87 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N89°54'42"E, A DISTANCE OF 17.16 FEET TO THE WEST RIGHT OF WAY WESTVIEW DRIVE BEING 66-FEET-WIDE; THENCE N00°05'18"W ALONG SAID RIGHT OF WAY 1,318.49 FEET TO SAID NORTH SECTION LINE; THENCE N89°47'21"W ALONG SAID SECTION LINE 90.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.27 ACRES, MORE OR LESS.

PROJECT LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER SECTION 25, TOWNSHIP 36 SOUTH, RANGE 12 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE S00°16'39"E ALONG THE EAST SECTION LINE AND THE SUBDIVISION BOUNDARY OF 4B RANCH PHASES 1 AND 4, 2,000.43 FEET; THENCE DEPARTING SAID SUBDIVISION BOUNDARY S89°14'33"W ALONG THE 1/64TH LINE 2,615.60 FEET TO A POINT BEING EAST 33.28 FEET FROM THE NORTH-SOUTH QUARTER SECTION LINE; THENCE N00°17'00"W PARALLEL TO SAID QUARTER SECTION LINE 1,996.36 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION, BEING 33.28 FEET FROM THE N/14 CORNER SAID SECTION, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY LINE OF SPRING CREEK DEVELOPMENT SUBDIVISION, PHASE 1; THENCE N89°09'13"E ALONG SAID SECTION AND BOUNDARY LINE 2,615.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 120.00 ACRES, MORE OR LESS.

SUBJECT TO A 20' WIDE SEWER EASEMENT AS DEFINED IN BOOK 1040, PAGE 874-877

SUBJECT TO A 30' WIDE DRAINAGE EASEMENT AS DEFINED IN BOOK 1476, PAGE 1377

Exhibit B

Adopting Resolution

Exhibit C

Westview Drive Improvement Estimate

BOND ESTIMATE AND RELEASE FORM

Date 7/18/25
 Subdivision 4B Ranch, Phase 5 (West View Drive Improvements)
 Developer - AMC Development
 Engineer - GO CMI Engineering
 Bond Estimate-FINAL

ITEM	UNIT	UNIT COST	AMOUNT REQ'D	TOTAL BOND AMOUNT	PREVIOUS RELEASE QUANTITY	PREVIOUS RELEASE AMOUNT	CURRENT RELEASE QUANTITY	CURRENT RELEASE AMOUNT	WORK REMAIN	AMOUNT REMAIN
Street & Site Improvement										
30' Curb & Gutter Type "A"	LF	\$20.00	1,394	\$27,880.00					1,394	\$27,880.00
4' Wide Concrete Sidewalk	LF	\$30.00	1,394	\$41,820.00					1,394	\$41,820.00
Accessible Sidewalk Ramp	Each	\$1,500.00	1	\$1,500.00					1	\$1,500.00
3.5" Asphalt Paving W/ Flush Coal [3" AC Price][10.5x1317+taper]	SF	\$1.80	14,182	\$26,945.80					14,182	\$26,945.80
Aggregate Road Base (6" Thick) [17x1317+taper]	SF	\$1.00	24,627	\$24,627.00					24,627	\$24,627.00
Pit Run Gravel (10" Thick) [8" Price] [17x1317+taper]	SF	\$1.05	24,627	\$25,858.35					24,627	\$25,858.35
Local Street Lights	Each	\$6,500.00	3	\$19,500.00					3	\$19,500.00
Upgrade Prep (24-inch over excavation & re-compacted) [17x1317+taper]	SF	\$0.50	24,627	\$12,313.50					24,627	\$12,313.50
Asphalt Sawcut	LF	\$8.67	1,394	\$11,999.28					1,394	\$11,999.28
Excavation (Onsite Cut/Fill)	CY	\$5.00	1,102	\$5,510.00					1,102	\$5,510.00
Total Street Improvements				\$197,953.93						\$197,953.93
Sub-Total				\$197,953.93						\$197,953.93
Per's Testing & Construction Management (3.5% of total)				\$6,926.39						\$6,926.39
Totals				\$204,882.32						\$204,882.32

Amount Previous Released / Current / Remaining

\$204,882.32

Submitting Engineer: Dallas Buckner

THIS BOND ESTIMATE REFLECTS THE QUANTITIES OF A 55' ROW BUILD OUT OF WESTVIEW WHICH IS THE DEVELOPERS OBLIGATION FOR IMPROVEMENTS; BEING 20' ASPHALT, CURB, GUTTER, 4' SIDEWALK, LIGHT POLES. THE DEVELOPER IS PROPOSING WITH HIS DEFERRAL AGREEMENT A PRE-PAYMENT TO CEDAR CITY CORP. BASED UPON THE FINAL AMOUNT OF THIS ESTIMATE AS HIS CONTRIBUTION TO FUTURE WESTVIEW WIDENING DONE BY CEDAR CITY CONTIGUOUS WITH OTHER FUTURE WESTVIEW ROW IMPROVEMENTS. ROAD SECTION THICKNESS REFLECT THE 55' ROW FOR LOCAL ROADS AND HAVE BEEN BONDED FOR THOSE THICKNESSES. THE 100' ROW WITH T.I. 7.5 PER GEM ENGINEERING IS 3.5" AC/6" RB/18" PR., THOSE ADDITIONAL THICKNESSES (0.5" AC AND 10" PR) ARE CONSIDERED UPSIZE PAID BY THE CITY. BRACKETED QUANTITIES SHOWN IN DESCRIPTION ABOVE REFLECT APPROXIMATE SQUARED DIMENSION FOR REFERENCE, BUT ACTUAL QUANTITIES PER CAD FILE AREA TAKEOFFS.

CEDAR CITY COUNCIL

AGENDA ITEM – 3

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Requested General Plan and zone changes for property located at approximately 200
West 2530 North

DISCUSSION:

Pursuant to the request for General plan and zone changes for property located at approximately 200 West 2530 North, two ordinances were prepared. The changes requested would amend the General Plan from Medium Density Residential to High Density Residential and the zones from Annexed Transition and a small strip of Central Commercial to R-3-M as shown on the map. This property is surrounded by a mix of R-3-M and commercially zoned properties although the properties to the west and north that have not yet annexed are General Planned for Medium Density. The use of properties nearby includes farm/grazing land, single family homes, and multi-family apartments.

The Planning Commission gave a positive recommendation to this request. Their minutes are included.

19. PUBLIC HEARING		
General Plan Amendment Medium-Density to High-Density (Recommendation)	200 West 2530 North	Platt & Platt
20. PUBLIC HEARING		
Zone Change from Central Commercial (CC) to R-3-M (Recommendation)	200 West 2530 North	Platt & Platt
21. PUBLIC HEARING		
Zone Change from Annexed Transition (AT) to R-3-M (Recommendation)	200 West 2530 North	Platt & Platt

Mike Platt: Yeah, so this is a general plan and zone change out by 2530 North and Commerce Center Drive. This is the Old Farm phase 2 Subdivision. This is all the cascade stuff. The bus garage is over here. This is 2530 North Street, Commerce Center Drive. This is the Cascade Springs Apartments. I believe these properties were annexed into Cedar, I don't know, a couple years ago. They were left in the annexed and transitioned zone, so we're just proposing a general plan and zone change. Into I think it's high density residential and R-3-M.

Jett: What are the master plan or general plan?

Mike: They're general plan medium density.

Jett: You want to step it up above the medium?

Mike: We had to do our engineering studies before we could even submit to this and those were done the sewer and water.

Jett: How about roads?

Mike: The roads don't generate there's a certain demand that that if it generates over a certain number of trips per day. It shouldn't generate that many trips per day based off just the size just a little small sliver. I mean it looks big because of the map but it's they won't generate over 200 trips per day. We didn't do a traffic study per se.

Kent: I have a quick question for you. Item six is talking about rezoning a portion of it from Central Commercial to R-3-M. Then item seven is Annexed Transition to R-3-M. Can you just help clarify which is which?

Mike: There is a little sliver right here that's Central Commercial. Don't ask me why, but that's central commercial. So that will go to R-3-M, and then the rest is Annexed Transition. Kent: Okay.

Mike: I believe in this corner up here anyways there is a detention pond, or it might be right in here, but there is a pond in this area that takes this drainage, and we have a little development coming through here right in this area that's going to take all the drainage as well. We've kind of set that aside because it's already built per se.

Jett: Well, I'll give you my two cents. I really struggle with it unless there's just an extraordinary reason why we deviate from the general or the master plan in our city. I'm on record for saying that for years and years. As a citizen and on this board here.

Lunt: How many acres is this piece of property? Not very big, apparently.

Mike: 8.7 acres.

Jett: My concern is if there's property that's adjoining it. It is kind of a domino effect. If we change that zone, then the next lot can say, hey, we're also R-2, R-3-M, R1 or whatever. We want to go to high density and we're adjoining the neighboring property that is the same. It creates somewhat of a domino effect if we're not careful.

Webster: Commission, any other comments or thoughts or questions?

Decker: What's the motivation changing from medium density to high density? So, can you put more units in?

Mike: Well, yes, but at the day, you really can't. R-3-M allows for up to 24 units an acre. You can never achieve that unless you go extremely vertical, if that makes sense.

Decker: It does.

Mike: Because you must have parking. You really come out to be about 12 units an acre when it's all said and done. If you go up to this piece right here that we're designing right now, they're just three-bedroom, two-story townhomes, apartments that have kind of a little trail through them with some parking, and that's kind of what they want to expand that. Nothing crazy. They just want to take their model and move it further west.

Decker: Yeah, we'd like to hear what the neighborhood says and think about high density housing there. I'm sure we'll have that opportunity.

Amber: If I can say something, Don wanted me to represent some of his thoughts he had on this. One of the concerns that he had was this little residence in the southwest corner and the setbacks and kind of protecting that residence specifically. That was one of his thoughts. I think he had asked for kind of idea of what the plan might be. But I'm not sure we've seen one. Seeing if it can maybe, I know we like to use the word feathering, you know, or something.

Mike: I never got that request from Don.

Amber: Oh, okay. The other thing is, just to keep in mind that we do have goals that the state mandates, and one of those is to rezone to a higher density. Even though there's a lot of controversy about whether we should or shouldn't, it is one of the stipulations that the state has for us to achieve and goals that we must reach annually.

Decker: What do you mean by stipulation? Is that a mandate or is that a recommendation?

Amber: They say you must set these certain goals, and one of those goals is rezoning to a higher density. It's kind of a mixture of both. How can it be a mixture of both? If it's a mandate, it's a mandate. If it's a suggestion, it's a suggestion, right?

Randall: A lot of times it comes down to money. They offer us road money, and if we don't meet some of these requirements, they don't give us that road money.

Decker: It's a suggested mandate.

Randall: Yes.

Hitz: What's the runway on that, if they're going to make the mandate? Is there a time frame?

Randall: I've never seen it clear.

Kent: We must report to the state every year on what we've been doing to try to further the objectives that they've laid out for us. We must give them a housing report every year. Show them what we're doing. Show them that we're making the progress they want us to make.

Decker: Is that high density housing through the entire community of Cedar City or just this one spot?

Amber: Through the entire city.

Decker: Seems like there's a bunch of it. I think we are okay.

Amber: Well, they are wanting it specifically to rezone to higher density. Not necessarily they want to see higher density, they want us to make changes to the current zone to a higher density zone.

Decker: Thank you for the explanation.

Randall: You're right, they haven't come in specifically and said please rezone these areas. Their goals are somewhat lofty and vague. The fear is if we don't do enough. Do they at some point say you're either not establishing the goals or not following your goals? Could they do something about it?

Decker: Great clarification. Thank you.

Jett: I want to state for the record; I'm not opposed to high density. I live in a high-density neighborhood and residence. I'm moving to a high-density area, and affordable housing needs to be achieved at some point. We've set up master plans in our city. Either we need to just do away with the concept of master plans and general plans. We need to stick with them without some real extreme reason why we need to deviate from it. I don't see any reason to go out there and I don't want to use the word destroy but affect other parts of the city that people moved out there so they could have single family, or two-family homes. Burgess: If you zoom out on that, there's R-3-M on both sides of this property. We have the R-3-M down at the bottom left. We have the R-3-M on the top right. It's not like we're going into, like, a very residential area that has no R3 and trying to throw up something high and different.

Jett: We've got some way to transition into it.

Burgess: I look at the master plan as something to be changed, because that's what you have until you have somebody that comes up and wants to alter something. I don't really look at a master plan as much as this is the end-all, be-all, but this is what we're going to have until we know what's going to be built everywhere. Who ends up buying what and trying to.

Hitz: In these types of changes, being the rookie here, how is the master plan modified?

Randall: Do you want to know on procedurally or on what basis?

Hitz: Yes, and is it required?

Randall: Let's start with the first question; is how do you change it is exactly the process we're going through, right? We have public hearings for the Planning Commission, and public hearings before the Council, then the Council vote to decide that. The ideas of the general plan are quite broad. The goal is that the Planning Commission and Council will kind of consider those basic ideas of what's best for the community and region. To what zone what kind of development should be coming in there. When it comes to does it need to be changed technically, no. The council could change a zone that is contrary to the Planning Commission. I ask and beg them not to. Case law currently if we have a general plan and we follow that general plan I'm not entirely immune from lawsuit against the city but I'm close. Now whether that still applies when we do a general plan and a zone change in the same 10 seconds, I don't know but the case law is at least a little bit more in our favor if we keep them together. The considerations are similar. You've heard concepts of feathering, and what's around it? You've got commercial to the south, R-3-M, and R-2-2. You go up north, we've got R-1, and RE, quite a hodgepodge out there. That's a lot of times what you look at is what is it adjacent to? Will it cause harm or cause benefit to those around it? In addition to the overall benefits for the city of housing.

Hitz: Thank you for that explanation.

Amber: If I could add something kind of along that process. Part of the general plan is we are planning out the infrastructure. In this case, they wanted to go to a higher density. As Mike said, they had to do that modeling ahead of time to say, what would we need to do with our

infrastructure in order to create a higher density in this area? Another part of that is noticing the people surrounding the parcels that are being proposed for rezoning or general plan amendments. We're trying to make it very transparent to those surrounding to say, if this is a concern in your area, come to the public hearing.

Webster: I do think that one house that Amber pointed out, I think I drove by it today and there's a sale sign in front of it. I don't know who owns it, but it might be a different owner soon. I also think that from Old Farm, if we call it feathering, the R-2-2 if you go drive by it, it turned out nice. I remember when we had Old Farm here. It was one of those things.

Mike: Oh, that's music to my ears. You got that on public record.

Webster: I go out there every day, of course, and I don't think it's turned out poorly. It looks well kept now. Anyway, any other commission comments? If not, this is also a public hearing.

Open Public Hearing

Carter Wilkey: Cedar City Council. I'm not going to necessarily give my opinion one way or the other because I'll have my chance to do that later. The two things, one was a clarification to Mr. Decker's comment. The way that it worked was probably three years ago, I was on the Planning Commission at the time. The state came out with a list of about 25 different options. It came to the planning commission, and then it went to council. They said, if you want to keep receiving road money every year or so, we see it about once a year. Don't we have to add more? Every year you must choose two or three of these items to add to your affordable housing. How are you going to make housing more affordable? They're vague items. One of them is like upzoning. Those are the types of things. So that's how we got down that road. We chose that item as a Planning Commission, and then the City Council chose that as we will try to upzone when possible. Essentially is what we said. Is it a mandate? No. We did say to the state we will try to do it when we can. That's how we got down that road of. The state said, choose some of these items, and we'll kind of watch. They didn't say you have to do it this many number of times. They didn't say what qualities, and what doesn't. They tried to keep it vague. Every year, so I would imagine soon, we'll probably see it come through again. We've had to do it a couple of times where we've had to go through this list. The first year, we picked three, then the next year, they wanted us to pick three more and something along those lines. It was a few each time. That's how we got down that path of what they're talking about. We have said to the state, yes, we'll try to up zone where possible. The other thing I just wanted to mention, it hasn't been mentioned in this meeting. I went back and reviewed all the zone changes that have happened over the last 2024 - 2025. In almost every situation where we have gone against the master plan and there has been upzoning, there has also been a development agreement of some type attached to that. As a medium density, they were allowed 30 units. As high density, they're still going to keep it at 30 units. They just want to design it differently. They want zoning, smaller setbacks, those types of things. The overall density hasn't changed. There is still that option. I know that wasn't volunteered. I'm not trying to say that it's going to be, but as we go back, and it's been quite miraculous, I think, as we look back at 24 and 25, there has not been that many zone changes or general plan changes. I should say ones that have gone against the general plan. . If I remember, if my numbers are correct, in all of 24 and 25, there's been like nine total. All five of those had development agreements attached to them. Two of them were the cities where we had to rezone something against the master plan for a park. Then the other two were surrounded by one certain type of zoning. They've all been very justified. I'm not saying this one is or isn't, but

development agreements have been a part of the majority of all the up zonings that we've done in the last two years.

Decker: Thank you.

Rodney Forsythe: I'm one of the neighbors out there. I own two lots on the corner right there.

Carter: These two, but not this house?

Rodney: No, that's Jimmy Blackner's. My question is, and I'd like to have Mike Platt come up and run us through it, give us a general understanding why two years ago that whole piece was right there, the one that's, you can't see what's happening there now. There's a lot of heavy impact building going on the north end. That piece of property was rezoned, and we never even got invited to a meeting. You can see where we have the fence joints. We share the fence. Where Jimmy and I, Jimmy's lot's shorter right there. That's a common fence between me and the subdivision that happened there, and its high density. The building's gone on in the north end, and I don't know how many lots, but heavy, roads and everything. Jimmy's lot was left out as a private piece, but we never even talked about how our fence line is shared. We were never even invited to join in on that. I would like the Platts to explain why they did it, why they built it in the north? Are we building or are we changing? Something must be moved south to come up on the main street there and be closer to us. Webster: Mike, do you have a thought about that?

Mike: We weren't involved with any of that. This is the first time we've been involved with any sort of development at this moment. Anything that had gone on previously, we weren't involved. I can't answer those questions.

Rodney: Can you answer what zone we are in now, what it allows, and what we're trying to change, why we're involved?

Mike: Right now, we're zoned R-2-2, which is duplex lots. This is what we did here. We're just going to multifamily, which is these type units right here. Condominium, townhomes. And it's the same developer that owns this area. And as you can see, just by looking at this on a bird's eye view, this is kind of spaced out. This isn't crammed in. They have got a parking lot, and a little clubhouse. They didn't pack in as many units as they could have. As far as your previous question, we weren't involved with any other development in this area until now. If there's a survey question, I know a fine gentleman who could help us. We need help with that fence.

Rodney: Well, I'm just saying we're there and we need to have an input to it.

Mike: I agree. If we move forward with this and the developer chooses to move forward, and I say this wholeheartedly with my background. I'll do what I can to protect you guys and Jimmy Blackner. I've grown up with you guys, played ball with Cole, and so I know you guys.

We'll do what we can to protect you guys in the community. Well, we'll play within the rules and make it good.

Rodney: I don't know all the terms that you use and everything, I just was wondering why the building happened on the north and suddenly it stopped. Are we changing before we go south?

Mike: Up here? When you say north?

Rodney: No. North on that brown piece. Come on down right there. Right there?

Mike: I don't know why it stopped.

Rodney: That's the piece that's been working on heavy for a couple of years.

Mike: We haven't had any design on that.

Rodney: That's my question, just what was happening there and why were you invited to the meeting?

Mike: There's nothing built there. It looks like we've got a road stubbed out, but we weren't

involved with any of the developments that's gone on previously that wasn't us.

Rodney: Well, there's a building on the north end of it.

Mike: If there's a building on the north end.

Rodney: I'll say right there.

Carter: How's that possible in AT?

Randall: You're basically allowed to build a farmhouse in AT. That's about it. If there's anything beyond that, we have issues.

Rodney: Am I looking at it wrong? Am I one less too far?

Kent: Is that a structure there? I don't know.

Mike: It might be an old structure there, but I don't think there's any development right there.

Rodney: The development's on the right side there.

Randall: I think that's what you're thinking of, Rodney.

Rodney: Okay, straight behind that.

Randall: Yes.

Rodney: Well, all I know is that this piece was changed, and that's when Jimmy pulled out of it, or sold out of it. I just wondered if you could give us an everyday guy's understanding of what's happening.

Mike: Like I said, we were involved previously with what's gone on back there.

Rodney: Well, that's okay then. It pretty much stays the same where we're at.

Mike: Yeah, your house, you guys aren't changing zones. It's just this area right here.

Rodney: Okay, and that's my question. What are we changing from to?

Mike: I'm going to put it this way. We're going from duplexes to townhomes. That's the easiest way to put it.

Jett: Say that again. You're starting duplexes down on the south?

Burgess: He's just trying to explain R2-2.

Jett: Oh, okay.

Mike: Yeah, trying to put it in the layman terms.

Jett: Oh, I thought you were explaining what you were doing.

Mike: So right now, they could build duplexes, but if you get the zone changed, they could build a condo, a townhome, basically. A three-plex or a four-plex.

Rodney: All right, so what's going on out there is east of where?

Mike: Yes, yeah.

Rodney: There and back further back there.

Lunt: Mr. Forsythe, do you know what your neighbor Jimmy is going to do? They've said that there's a for sale sign on that property.

Rodney: He's just trying to sell and hasn't sold. I told him the other day about it. He's had to lower his price.

Lunt: He's going to get out of there.

Rodney: He's already in a new home. He's in a brand-new home up on the hill west of the swimming pool. He just kept out about an acre, an acre plus. He's the one that sold all that property. I've just always wondered how come we get saddled with a joint fence, never had a say in it. Then it goes right down along the way. Bert Stratton's property is the next one. He shares his full width with that. I don't think he knew about it either.

Webster: Well, it hasn't changed yet. Yeah, that's part of what we're doing here, right?

Rodney: It changed two years ago.

Mike: I think the survey question is a completely different question, than what we're talking

about. You might want to come talk to my dad and figure that out with him. That's probably the easiest thing to do.

Rodney: Well, I'll just.

Randall: I don't know the whole history of it, there was at least some dirt work done on this property before, I think primarily for drainage purposes. In fact, I think they purchased some of it from Mr. Blackner himself.

Mike: Yeah, they put in the drainage, you can see right there.

Randall: There had been some flooding and some like down on the south end of this property. When he first sold his and he didn't like the result of his own sale. Again, I don't know of any buildings that came along with that, but there was some dirt work and the like.

Rodney: The road in there is just east of Jim right there is the end place.

Mike: There's already sewer and then there's storm drain back there already.

Randall: Right, just not buildings.

Rodney: I would like an explanation for common folk on why we do what we do there. Webster: Sounds like Mike and his father are the people for that. You can maybe chat with them.

Rodney: The bottom line is we're trying to go to higher density.

Randall: Correct.

Rodney: Is that a feeling of this commission here?

Webster: Well, that's what we're kind of here to figure out today. Let's have a couple more people share their thoughts, and then we'll go from there. Thank you so much, Rodney.

Anne Clark: I must get up and talk about the high density, and the general plan, broadly speaking. Number one, we have a general plan, I think, put into place so things are balanced, so we don't get a hodgepodge mess of high-density housing. Now, I'm going to tell you this about the state. The state is sounding a lot like the federal government to me, where they blackmail you. I mean, I was a schoolteacher in California for 25 years, and the federal government always came in and said, you'll get more money if you do this or do that, and now here we've got the state doing that to the city. I asked Don a few months ago. I said, Don, just to know, how much high-density housing has the state said we must have? Because to me, they would say you need 10% of your high density to 10% of your population, or you need, of all the houses you're building, a certain percentage should be high-density. Do you know what he told me? We don't know. The state is just going to keep coming, you guys, and they're going to keep pushing, pushing it and pushing it until our community is forever changed. I understand we need all kinds of housing. You know, I may come to the point where I need to be in a smaller house in a duplex or something, or in a nursing home. Hey, I learned they aren't so bad when I was on my mission. Anyway, what I'm telling you is this. The state doesn't even know. They just keep coming and asking for more, and then we as the city just say, okay, whatever, so then we just change. Now, I will agree with Carter. When I first started coming to city council about three and a half years ago, I'm telling you, almost every single city council meeting was going from a low density to a high density. I started counting them one time. One year, I counted how many zones changes we had that year. I think it was like 54, and people would come and say, please don't change it. I don't want high density by my house. I think it were 55. I must go back and check. The city council voted with the developer 54 times, and only one time with the people. I think that's why I've always said, can we get a general plan so that the people have a say? That we can have it planned and organized. And I understand, like you, Tom, there are times where you're going to have to change it. There's certain things and you must change them. Overall, I think we must

stick with the general plan because the general plan is there to help our city grow in a fair and balanced way, and the other thing is, we can't trust the state. We can't trust the state. Because the state is just going to keep coming and asking for more. I was floored when there was no specific amount of high-density housing.

Then the city, we wants this, and wants that, we'll just keep building, building, building. I hope that.

Burgess: Don't you think that's a moving target, though? Depending on affordability and a lot of other factors.

Anne: Well, you know what I really think. I think developers can make more money on high-density housing. I've lived in a lot of different places in my life and a lot of different kinds of houses, small houses, and beginning smaller houses. I think, to me, and I know I'm not a developer, it's easier just to go up and build the density. I was in a very small single-family home, but as long as we're going to just say, hey, the state wants it, and so we're going to blame the state. The state wants it, and we'll just keep building it and building it and building it. I wonder if you did a survey of the people, how many wish they could be in a small. I'm not saying bigger than their townhome would be, but a small home. The developers don't even have to consider that because they know they can come, and I used to say this long before the City Council is here and the Planning Commission, they just get it passed. It's just going to be a pass. I'm just saying, if I really look at what's going on here, I'm not opposed to high-density housing, but I am opposed to always changing the general plan because the general plan has it more balanced, I think, for Cedar City. The state is just going to take whatever they can get. Anyway, thank you very much.

Webster: Thank you, Ann. Commission, do you have thoughts about it? I kind of heard from the city.

Decker: I'll share a thought or two. There's no question developers make more money. putting more houses on lesser property. Is that good or bad? Well, you know, it depends on your perspective. I've stated a time or two that I have no problem with high-density housing in certain areas. The area that I'm comfortable with is around the university. Other places are out in country-type settings, I'm not very comfortable with it. We've got a bunch, and I'm just not sure I'm comfortable with anymore. There's my two bits. I'm open to changing my mind, but right now I'm just not comfortable with more high-density housing out in country areas. Even though I agree with Jace that it's surrounded by high-density housing. That, to me, doesn't justify it. There's my stand. I love the Platts, but at the same time, I'm just, that's where I'm feeling right now.

Burgess: Yeah, I am often going to be probably the pro-density person up here, but for me. I think if you're surrounded by R-1, and you're surrounded by lots of estate, then there's no reason for high density because it affects kind of the whole area. If you're surrounded by industrial manufacturing on one side and R-3-M on the other side and everything around, you is already R-2. It feels like that's kind of what this area already is, and that's why I don't have any issue with it.

Lunt: Kent, what is the development just below that section of R-3-M? Yeah, right there. What is that? Are those apartments?

Kent: I'm not 100% sure.

Randall: Yes, it's all Cascade Springs. Okay. That pink color, those other – like that other shading that you get as you get close to 2400, that's commercial. Most of it, general plan to be

commercial. With any luck, those of us that live near this area will eventually have cool things to walk to instead of drive to. I would note one thing for you, and I apologize, Mike, in this case, in case it comes back to haunt you. Keep in mind, when people come in here with a request at zone change, it doesn't necessarily have to be a yes or no recommendation from you, right? Some people have discussed the feathering concept. If you were to draw the line, right, because you are sitting as our planning commission. You're supposed to give advice on where the general plan and where the zone is supposed to go. You don't necessarily have to agree that the whole lot must be one or the other. Because the part that's, say, next to the commercial on R-3-M, it's not such a change. The parts that are next to our lower density, but master plan is medium density. Maybe you force them to say, hey, we're willing to split your lot, part high density, part lower, so you deal with the consequences of, not conflicting, but different zones. You could do that. I'm not saying you must. I'm just letting you know it doesn't have to be black and white, yes or no. It can be somewhere in between.

Webster: Is that Cascade Springs? That's R-3-M, right?

Randall: Yes. Those are apartments, it looks, you know, a little tighter than the R3 above it, or to the north of it.

Jett: We do have a road that's a delineation between R-3-M and R-2.

Randall: The road you see there that 175 street, the one that he's pointing at right now, it goes right through the R-3-M in commercial. The new one that they've put into the zone, the lot we're talking about, could be a dividing point if you wished to go R-3-M to R-2-2. Right, but that existing road.

Burgess: It's not the dividing line because there's still R-3-M on the left side.

Randall: Correct. Cascade Springs owns all this we're talking about. It's the same company.

Jett: I don't want to sound like a populist. All I know is you have R1s and the Residential Estates. They say, heck no, not in my backyard. Then we have the people in the R2s or the duplexes. Well, maybe they won't mind as much because they didn't invest as much in their home. I've sat on the master plan for a general plan in 2000, 2010, and in 2020. There's a lot of thought, time, heat, horse trading and discussion that goes into this. It's just not willy-nilly done. Hey, let's pick a place. Is it perfect? No, but if we don't. Stick with it let's just do away with it. If we don't, why don't we just change it for anybody that wants it? That's where I stand.

Webster: The one thing I would say, if the R1s are as sensitive about R-3-M being built next to them as we think they are, then it would be logical to me that if you're a guy that wants to build R1s right there. You're not going to do it because there's a bunch of R3s around you. It's probably never going to be R1 anyway.

Jett: Then it would just keep on growing and growing.

Webster: Right, but I wouldn't go, you know, Hunter Shaheen and Roger out there.

Jett: 20 years ago. They sold that and live in the country. These are country folk.

Webster: Yeah, well, you're right about that. Provo used to be country folk too. I get that. I think if R1 is that sensitive, R1 is not going to land there as easily as we think. It's just like, yeah, let's do R1 there.

Mike: Here's R-2-2 right here. These parcels are all in Iron County. They're not in Cedar City. Who is to say when they ever do get annexed in 10, 15, 5, I don't know when that will be. They only annex with a development agreement saying that they want the R-3-M zone. There is that possibility. If you want to draw a dividing line, it could be 400, it could be Northfield Road if we wanted it to. Because those homes are R-2-2. At the end of the day, to me, you've got the R-3-M, and apartments up there. If this could go back to CC, they could still build apartments. They

can't do that because I believe the CC doesn't even exist anymore.

Randall: No, CC still does. You would have to do 50-50. Again, its general plan is medium. You'd have the same argument for CC at this point, unless you brought a Costco, in which case everybody would be in favor of it.

Hitz: I was just going to make a comment that it seems to me like in a growing city like Cedar City, that opportunities to modify a master plan or general plan will probably become more and more frequent. I understand Tom's point of view that, we have a master plan. That's what we should live within it, but things and time change this is a growing city.

Decker: I agree completely. I don't know of a world master plan, a national master plan, a state master plan, a province master plan, a city master plan, a community master plan, or a family master plan that doesn't evolve. Everything evolves and changes. That's not to say we shouldn't have a master plan, and I think everybody agrees with that. We should have a master plan, even though we know it's going to evolve. It always has. We don't want the master plan we had decades ago where there's still a need to stick to that master plan to a certain degree. What that is, I guess, is up to us and the city council to decide, but everything is evolving, I agree.

Mike: I just want to say one more thing real quick. Ann and I have come a long way the past two or three years, and I told her that I was done doing general plan changes unless one made change. All the other ones that I've kind of been involved with, I ask myself, Do I really want to do this if that makes sense? Personally, this is one that makes a little bit more sense.

Cindy Laffoon: The issue that I have with this is I'm looking at this map. I'm seeing you've got higher density here and higher density up here, and then you've got this little section eked out right out of the middle. The problem with higher density is does the master plan include additional roadways and parking? Because a lot of these high-density developments are a parking nightmare, not only for the development. For the roadway in general, I think that if there are changes that need to be made, then there also need to be some changes made too, whatever dictates how many parking spaces you can have per house. That's a big concern, I think, that needs to be taken into consideration before approving a change like this.

Burgess: I completely agree with that. I think the changes that have been made in the past to make it less parking has hurt a lot of these subdivisions more than helped.

Mike: Yeah, and just to kind of piggyback off that, whatever comes forward, I don't know what they want to build. We haven't laid anything out, I'll be honest with you.

Whatever does come forward, we're obviously going to adhere to the new parking regulations.

Lunt: Do the same people in this area on that that we're talking about?

Mike: It's the same people. We have a layout for this area right now, and it's not jammed packed. It's going to come to them. We've met with the city on a few items. It's not packing a whole bunch of condos right in there. You know, there's some units right there, and there's a walking trail to them. There's enough parking for them for what they want to do.

Whatever does come, it does have to adhere to the new parking standards. I agree, parking standards four, five, and six years ago were a mess. The city has come a long way, and we've come a long way to try to address that the best way possible and help mitigate those issues.

Webster: Kent, do you have a thought about that in just terms of explaining parking? Because I think the city has. A lot of people think they haven't thought of this yet in some ways.

Kent: Yeah, I mean, some of our biggest problems in developments. In terms of parking, such as one that's just a short distance north of this one. We've had some changes to our ordinances since that went in. We believe that will improve, I don't think we're going to be creating quite that

same product with the way our ordinances are currently written. Does that answer your question?

Webster: Yes, that's wonderful. I think if you go to, what is it, Cascade Falls or the other one right there. They look fully occupied and they aren't sharing that same light look that Cedar Bend has, or the one to the north. Any other thoughts?

Anne Clark: I'm getting up one more time. Because I do want to say this; I have watched over the last few years people that haven't cared and then people that have cared. I saw that with Phil Schmidt. He's come before and done some things where I saw that he really cared about the people. I want to say that about the Platts as well. I'm very confident that they will do this work because again, like I've seen in a couple of things, they've had to make some hard decisions on they cared about the people. In general, I am anti high density, well for right now. Because I think we have plenty, but I do have confidence, that if they've looked at this, they will make it fair for the people, and I do want to say that.

Jett: Are you endorsing master plan change?

Anne: No, I don't like master plan change but I can sense it's going that way and if anybody would make a master plan change fair, I think they would. You know me Tom, I'm a hold to the master plan but I do want to say I do have some confidence that they would do it. Because as you sit here, week after week, year after year, you see the people that come and care about regular citizens, and I do really appreciate that.

Webster: Thank you. I'd like to comment that I think you've been a marvelous missionary for the master plan, and there are times that I've gone home and thought, I think she's right. Thank you for always having thought about what is good for the city.

Close Public Hearing

Jett: Motions for negative recommendation. items 5, 6, and 7 to modify the master plan from medium to high density, and Decker seconds.

Webster: All right. We have a recommendation and a second. All in favor? No. Your motion failed. Three nyes came out of that.

Lunt motions for Positive Recommendation for item 5, 6, and 7. Burgess seconds; Webster Yay, Lunt Yay, Steve Yay, Decker Nay, Jett Nay

CEDAR CITY ORDINANCE NO. 0827-25

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING
CEDAR CITY'S GENERAL LAND USE PLAN FROM MEDIUM DENSITY
RESIDENTIAL TO HIGH DENSITY RESIDENTIAL FOR PROPERTY
LOCATED AT APPROXIMATELY 200 WEST 2530 NORTH**

WHEREAS, Cascade Development Holdings, LC, the owner of the property at issue, located at approximately 200 West 2530 North, has petitioned Cedar City to change the current General Land Use Plan from Medium Density Residential to High Density Residential for Parcel # B-1610-0011-0000. The property is more particularly described as shown in Exhibit A.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed general land use amendments and gave the proposal a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed general land use change finds the proposed change furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's General Land Use Plan, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is amended from Medium Density Residential to High Density Residential for the requested property located at approximately 200 West 2530 North, and more particularly described herein and shown in Exhibit A, and City staff is hereby directed to make the necessary changes to the City's General Land Use Plan.

This ordinance, Cedar City Ordinance No. 00827-25, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -

Melling -

Riddle -

Cox -

Wilkey -

Dated this _____ day of August 2025.

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Planning and Zoning Commission

On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

Exhibit A

Cedar City Ordinance 0827-25

- General Plan Change 200 West 2530 North -

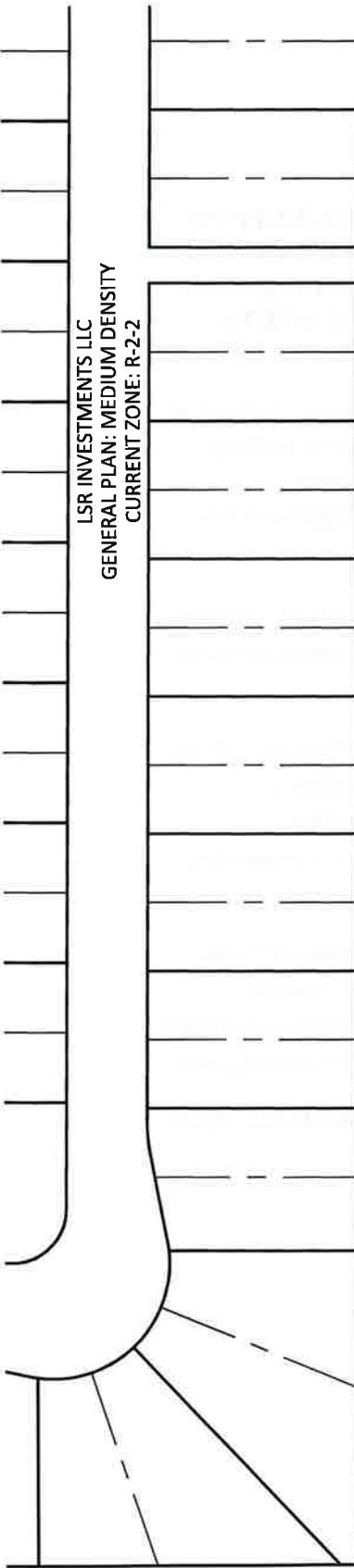
On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

On the 10th day of November, 2008, the Planning and Zoning Commission of the City of Cedar City, Utah, did consider the following:

88-0000-0000~
& LORI WHITNEY
N: MEDIUM DENSITY
Y CURRENT ZONE: R-1



LSR INVESTMENTS LLC
GENERAL PLAN: MEDIUM DENSITY
CURRENT ZONE: R-2-2

~D-0688-0004-0000~
SADE DEVELOPMENT HOLDINGS LLC
GENERAL PLAN: MEDIUM DENSITY
CURRENT ZONE: CC
PROPOSED ZONE: R-3-M

~B-1560-0005-0000~
CEDAR CASCADE HOLDINGS LLC
GENERAL PLAN: HIGH DENSITY
CURRENT ZONE: R-3-M

50° 37' 22"E 313.91'

447.88'
L7
81
91

CEDAR CITY ORDINANCE NO. 0827-25-1

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S
ZONING DESIGNATION FROM ANNEXED TRANSITION (AT) AND CENTRAL
COMMERCIAL (CC) TO RESIDENTIAL DWELLING MULTIPLE UNITS (R-3-M)
FOR PROPERTY LOCATED AT APPROXIMATELY 200 WEST 2530 NORTH**

WHEREAS, Cascade Development Holdings, LC, the owner of the property at issue, located at approximately 200 West 2530 North, has petitioned Cedar City to change the current zoning designation from Annexed Transition (AT) and Central Commercial (CC) to Residential Dwelling Multiple Units (R-3-3). The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendments and gave a positive recommendation to the proposal; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Annexed Transition (AT) and Central Commercial (CC) to Residential Dwelling Multiple Units (R-3-3) as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 0827-25-1, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

Dated this _____ day of August 2025.

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

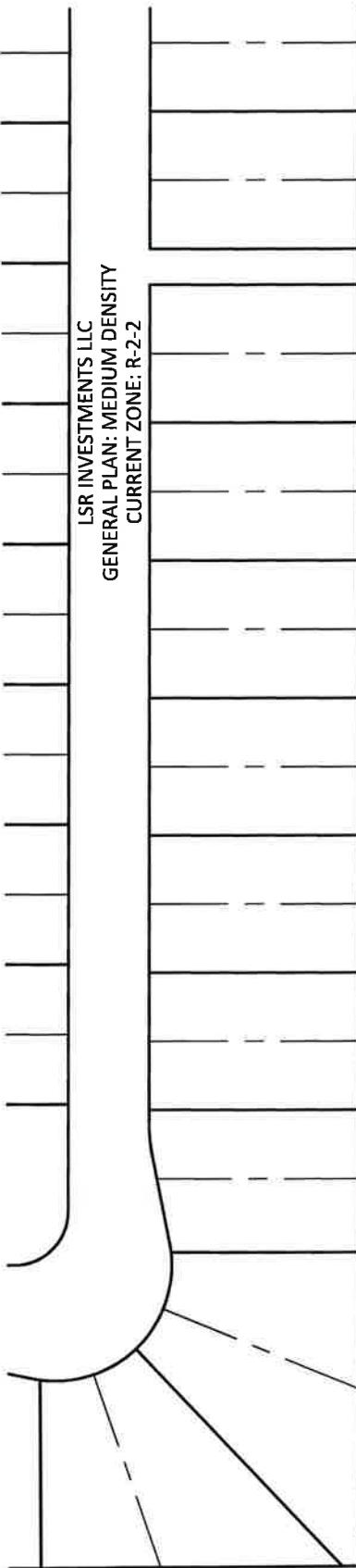
Exhibit A

Cedar City Ordinance 0827-25-1

- 200 West 2530 North -

88-0000-0000~
& LORI WHITNEY
IN: MEDIUM DENSITY
Y CURRENT ZONE: R-1

LSR INVESTMENTS LLC
GENERAL PLAN: MEDIUM DENSITY
CURRENT ZONE: R-2-2



~D-0688-0004-0000~
SADE DEVELOPMENT HOLDINGS LC
GENERAL PLAN: MEDIUM DENSITY
CURRENT ZONE: CC
PROPOSED ZONE: R-3-M

447.88'

50° 37' 22"E 313.91'
~B-1560-0005-0000~
CEDAR CASCADE HOLDINGS LC
GENERAL PLAN: HIGH DENSITY
CURRENT ZONE: R-3-M

87

L7

97

W

CEDAR CITY COUNCIL

AGENDA ITEM – 4

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Requested Second Amended Development Agreement with Cedar 106, LLC

DISCUSSION:

The Council approved a detailed development agreement along with multiple related general plan and zone changes back in August of 2022. Included in that agreement was a commitment to dedicate a 66-foot right-of-way traversing the entire development from 800 North to Lund Highway. In 2023, that agreement was amended to reduce that road from 66 feet to 55 feet. The developer now seeks a second amended development agreement eliminating the road completely. Instead, the developer proposes to change the language to require a less precise “interconnect public streets to run throughout the Project” requirement. After receiving the recommendation of Kent Fugal regarding interconnectivity with property to the north, the Planning Commission recommended approval of the proposed agreement contingent upon connecting “public streets to run throughout the project and to adjoining property to the north and provide access at 3700 West.” A road vacation will need to be processed later if you are okay with amending the road requirement.

Please note that the proposed draft provided by Platt & Platt also attempts to make additional changes to the layout of the zones and minor density changes, changes which were not addressed in detail by the Planning Commission. Unfortunately, the zone changes cannot be made through a development agreement but instead require separate ordinances for General Plan and zone changes.

If the Council is inclined to approve an amendment with just the road changes, please approve the alternative proposed Second Amended Development Agreement that I've drafted and provided. If the Council is inclined to approve the amendment proposed by Platt & Platt, please delay your vote until we can get the appropriate process completed for General Plan and zone changes. You could also approve the road-only version I drafted now and then wait for the remainder until the required legal steps have been taken.

8. PUBLIC HEARING

Development Agreement –
Amendment
(Recommendation)

Cedar 106
800 North 3500 West

Platt & Platt

Mike Platt: This is a development agreement. Can we pull the map up to Cedar 106 to kind of give them a visual. When Cedar 106 first came forward, 800 North is the master plan road was not built at that time. We didn't know what was going on or who was going to build it then Mr. Phil Schmidt came around and he built 800 North. 800 North is the master plan road we dedicated this. The road right here, right to the middle of Cedar 106, let's call them these super pads, could have access to them. What we want to do now is, since they got the master plan. In a couple weeks, we're going to have to vacate a portion of this road to about right here, if memory serves me correctly. Then use 800 North to amend these. The zoning will stay the same, just the areas will change. Then within the areas, at the time of development, we will provide access points, ingress and egress, through the different zones to make it accessible. That's the best way to put it in a nutshell. Is that correct, Randall? Randall: Yes, the only thing, and there was some back and forth in between on some of this inside staff itself. If I understand it correctly, they basically, as he indicated, want to get rid of most of that road. It's already dedicated but not yet improved. Give you a little bit of back story. Initially, they came through with their whole plan for the whole thing, and the road was 66 feet wide. I think it was initial. We did an amended development agreement that agreed to let it go down to 55, and now they want to eliminate it entirely and just leave it to whoever future developer to get inner workings.

Mike: We made 55, but we gave some north-south point of connection, at that time.

Randall: Right but not dedicated because we kind of left that open a little bit to where they would go. Our concern, and I think, Kent, you were part of this conversation a year ago.

We want to make sure there's some decent interconnectivity within these residential developments. One of the issues we run into some, and it's weird for me preaching the transportation Bible here. One of the issues we run into is everybody thinks that our master plan roads are infinite. If you watch sections next to Walmart, other sections on Main Street on the north end, they are not infinite, and already our maps are starting to turn yellow and heading towards red for too much transportation on those roads.

The idea is that we want to make sure, I don't necessarily care so much, and I don't know if Kent does about exactly where that replacement transportation would go. We just need enough to guarantee there's some decent interconnectivity within there. How to define that, we're not entirely sure, other than part of what we were working through is they want to change a little bit the way the zones are set up, so they'll just be strips. We want to make sure there's enough connections in between each of these zones. To make sure if you want to go visit your neighbor three houses down, you don't have to drive out to 800 North, to get to the road.

Mike: You can go through the 45-foot neighborhood right-of-way to get there.

Randall: Correct, not necessarily to make it easier for people outside of those neighborhoods to get through it, because why would they? 800 is going to be quicker. At least to allow people to have some basic transportation options that aren't all, master plan roads. So that's the wording we're trying to work on and it's not there, but that's the concept.

Mike: We don't want to define where those roads go right now per se, because we don't want to come back in two years and say, oh, we messed up. We didn't mess up. We just have a better design, if that makes sense. We want those interconnectivity roads to be defined when we bring

the subdivision through or the layout through.

Randall: That's the biggest. There are a couple that I didn't quite get an answer on. I don't know if it got sent to you or not. There is a slight density and zone change.

Mike: Yeah, we're working on it.

Randall: As you have proposed that second amended development agreement, there are some minor changes to the overall areas for each of these. They're almost like pods from our RDOs, but that's not how we did it. We did it all as a development agreement. As they do zone changes along with these. They're minor, and so those will be things that we'll have to discuss.

Mike: The overall density count at the end of the day does not change. It stays the same.

Randall: I thought my count was the whole thing went up by like two.

Jett: Randall, maybe, or Kent, maybe you can answer. I have a friend. He always says why, and he's explained why. Why design it and master plan it and get it done if we're not sure if that's where it's supposed to go. Am I understanding, is that why you want to?

Mike: Well, we don't want to define where the future roads go because we don't know where they're going to go right now. How the R1 is going to lay out with the R-2-1, and with the R-2-2. We haven't laid any of the sub-overall plans out because if developer A comes in and says, I want this way, and developer B says, I want this way, well, then I've got to work with A and B to show a connection point. Is it up here towards the north or is it towards the south? I don't know yet. What makes the most sense for everybody?

Randall: That's part of it, back story as well, is the owner of this has not only changed his mind a few times, but at this point he's hoping to sell it off in much larger chunks and allow other developers to decide what they're going to do. Which is, again, part of why we want in the development agreement something that forces them to interconnect because otherwise they have no incentive to. Forcing an interconnect will probably cost them a couple of watts for each of them.

Jett: Okay, so that's our concern is if they design, their design might not interconnect with what we have.

Randall: Correct.

Mike: We're not asking to do away with them. We just want flexibility to make the most sense when that time comes. Put them where we want them to be

Jett: Can we have the development agreement, Randall? Can the development agreement basically say in the development agreement that they agree to interconnect these roads when the time comes?

Randall: The one you have before you is the one that they drafted and proposed, and it uses that language. Developer agrees to interconnect public roads to run throughout the project. The problem is I don't know how to enforce something like that. Some interconnectivity, even if the person who's up at the northwest wants to get to the southeast and they must go 16 miles to get there, is not what the city wants.

Jett: We need to close it up then.

Randall: Yeah, we don't want it so precise that we're back here for a third, fourth, fifth amended development agreement because that's the direction we've been going in. We need enough defining it so that when Kent's crew is working on it, they can say this meets here and it doesn't.

Jett: I can see his concern. It's a valid, legitimate concern.

Kent: If I could just make a couple of comments here. When the road right-of-way was first dedicated in there that we saw on the map a minute ago, that was dedicated. There were these large lots created. They would all have frontage based on that road. With the plan that was

anticipated at the time, it all made sense. Then they come back, they want to do something a little bit different. Having that road already dedicated itself was problematic. I appreciate what Mike's saying about not wanting to just go in and say, okay, here's exactly where the roads are going to be, and then be back trying to change it again later. What they've proposed here is paragraph H about agreeing to interconnect public streets

to run throughout the project to help with that improved traffic circulation. I think that's good wording that I think gives us something that we can say, hey, wait a minute, guys, this is what was agreed to in the development agreement. This is what the city signed off on and can really help us there. The part I think is missing is the connectivity to other properties outside of their project. One big concern that I have is that we have development that's been happening here with no connection to the south, development that's happened here with no connection to the north. We've got this long strip right here that we're in danger of having no connectivity to other than through it. No connectivity north and south, completely separating neighborhoods and not allowing anybody to get between neighborhoods without going out onto the major roadways. That's a negative thing. I would like to see on that basis, see this wording expanded to address connectivity to adjoining properties and not just the internal interconnection of the streets. That's the minor thing there that I think would improve this wording. Beyond that, I think that this helps us to try to get to where we want to be as the actual proposals come in for development of portions of this property.

Mike: I'm not opposed to that because we've met a couple of times on this project and showed them a couple different ideas. Even going back to the original development agreement, we did try our best to line up the roads going north and south when we could. Kent: On this original plan, there was some thought to that. Were we would connect out to 800 North here at 3700 West. This was done in a way that with the proposed development here that we haven't seen anything on for a little while, but they had a road that would connect here. These would connect. There would be a connection to 800 North that lined up with the existing 3700 West, the county one. That is the kind of thing that we want to see. We want to see that kind of connectivity between properties, so neighborhoods are interconnected. People don't have to go out on the major streets to go to their neighbor that's 500 feet away.

Mike: Phil's come in right now as he's built this, and he's done some curb cuts right here to kind of push us to go north-south. We'd like to utilize those as well when that time comes. We just don't know when that time's coming.

Kent: I think overall, what's being proposed is a good thing. I'd like I say I would just like to see that one minor adjustment on the connectivity to address exterior parcels.

Lunt: As we look at this map every zone in creation is covered there isn't it. I think a lot of these zones that start to develop are going to come here and ask us for exactly what we're doing tonight for zone changes. To kind of consolidate some of this stuff.

Mike: I don't think that happen because of the development agreement. Correct me if I am wrong, Randall.

Randall: It would require a change to this this was a this used to be called Plum Creek and then became Cedar 106. This came to council many times negotiating all those different zones. The goal was just to kind of give you their initial concept right you see that road as it goes through the idea was from Lund Highway it would start as commercial, high density, medium density, and low density. That was the whole goal is that the feathering we talked about would happen in this one development. That was a great dream, but now they want to sell it off.

Lunt: Do the owners own that entire, or the whole bunch of owners?

Mike: The same owner owns all this.

Randall: His intention, as he explained it to me, was once he gets these zones kind of turned, those that are R1 and R-2-2. He's hoping to be able to sell those off in larger chunks.

Lunt: Okay, well, that makes sense why there's so many different zones there, because if he owns everything there, he's feathering that.

Randall: Yes, I would not be shocked if they come back for a third, fourth, or fifth amended for zones, because that's life.

Jett: Can we table this issue to get the language clarified?

Randall: Depends on how detailed you need it to make your decision, right? If you're okay with the way Kent has described. Where he's okay with the internal language but wants at least some external language. Connection to externals, a minimum we'd want to connect to 3700, line it up with that. Then if you want to suggest one, two, three connections to the north, or even just say some, we'll work on it with council. If you feel like it's enough information, you could make a motion. If, however, you really want to get nitty gritty on the details, yeah, you could table it.

Jett: We're not traffic, well, I shouldn't say we're not. I'm not a traffic specialist for flow and so forth. That's more within Kent's bailiwick. What I would ask, and I'll make a positive recommendation, if Kent spells out the language that he thinks we need to accommodate this. I'll be happy to make a positive recommendation and not table it.

Webster: Does that sound like something you would be willing to do as well, Mike?

Mike: We've met a couple times already, so yes.

Kent: What if I made this suggestion? This is suggestion only. You can decide whether you want to include it in your motion. We say developers agree to interconnect public streets to run throughout the project. I would just add throughout the project and to adjoining property to the north to provide that improved traffic circulation. If you wanted to just add that, I think that accomplishes what we need. That's just a suggested wording change there. Randall: Can we add this specific on 3700 as well?

Kent: Yeah, we could do that. So, connect public streets to run throughout the project and to adjoining property to the north and provide access at 3700 West.

Mike: We could keep that access we have now.

Kent: Correct.

Mike: That's what we'd end up doing.

Lunt: I think it's great because this is just dirt. They don't have any idea what is really going out there. Until they get some plans. Why lock them into streets and everything until they know what?

Kent: I don't think that it makes a significant difference where they put some connectivity to the north. We just want to make sure there's some connectivity.

Webster: Thank you.

*Open Public Hearing
Close Public Hearing*

Decker: Can I just ask one question about that again? I asked this question a few months ago, and I appreciate the answer. I still have concerns about the enforceability of development agreements. With the right developer, I'm 100% confident they'll happen.

Unfortunately, there might be some developers that aren't quite as honest. Something like this, there will still be a lot of work once it comes before whoever with zone changes or whatever to

develop. I'm comfortable with this one, but I still wonder about the enforceability of a development agreement. You addressed that a few months ago, and I appreciate it. I think you did a great job, but it's still a little vague to me. I'm 100% confident in some situations. I have almost zero confidence in other situations with a development agreement.

Randall: Then you have joined with me. Because yeah, if it's a development agreement that we can enforce through our permitting process, it is easy to enforce. If it's post-permitting process, it's contract and lawsuits.

Decker: Thank you.

Jett motions for a Positive Recommendation to connect public streets to run throughout the project and to adjoining property to the north and provide access at 3700 West. Decker seconds; all in favor for a unanimous vote.

CEDAR CITY RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SECOND AMENDED DEVELOPMENT
AGREEMENT WITH CEDAR 106, LLC FOR APPROXIMATELY 107 ACRES
LOCATED AT APPROXIMATELY 800 NORTH LUND HIGHWAY WITHIN CEDAR
CITY**

WHEREAS, the City Council previously approved a resolution for a Development Agreement with Plum Creek (signed as Cedar 106, LLC by Walt Plumb III); and

WHEREAS, the Development Agreement included a Preliminary Layout Plan as Exhibit C, which included a planned right-of-way of 66 feet; and

WHEREAS, the City Council later approved a resolution for an Amended Development Agreement with Cedar 106, LLC reducing the primary right-of-way to 55 feet; and

WHEREAS, the developer now seeks to eliminate the primary right-of-way requirement to allow more flexible interconnectivity within the overall development; and

WHEREAS, the amendment to the Development Agreement has been reviewed and received a positive recommendation from the City's Planning Commission.

NOW THEREFORE be it resolved by the City Council of Cedar City, Iron County, State of Utah, that the amended Development Agreement provided in Exhibit A is approved by Cedar City and replaces the previous Development Agreement.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

This resolution shall take effect immediately upon passage.

Dated this ____ day of August, 2025.

GARTH O. GREEN
MAYOR

EXHIBIT A

Cedar City's Second Amended Development Agreement with Cedar 106 LLC

AMENDED DEVELOPMENT AGREEMENT

This Amended Development Agreement (“Agreement”) is entered into this _____ day of 20252 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as “City” and Cedar 106 LLC, a Utah limited liability company, hereafter referred to as “Developer”. The Developer is the owner of 106 acres of property located in Cedar City in the vicinity of 800 North Lund Highway (the “Project”). The City and Developer are 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 amending the original Development Agreement entered into between City and Developer.

B. Developer 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 is arranged on Iron County Parcel Numbers B-1885-0000-0000 (60.23 acres), B-1885-0008-0000 (20.54 acres), B-1885-0011-0000 (15.82 acres), B-1886-0000-0000 (9.43 acres), and B-1886-0004-0000 (19.36 acres) located on or about 800 North Lund Highway, Cedar City, Utah, with the legal description being contained in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

D. Parties acknowledge that on August 10, 2022, the City Council approved the Project Property to be rezoned in the following Areas as follows:

(Remainder of page intentionally left blank)

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	8.10	AT	CC	as allowed by City ordinance	as allowed by City ordinance
B	Condos, Townhomes & Apartments	19.79	AT	R-3-M	19.91	394
C	Single Family Homes	19.45	AT	R-2-1	3.96	77
D	Residential Neighborhood	14.89	AT	RNZ	5.04	75
E	Single Family Homes	21.71	MPD & AT	R-1	2.76	60
F	Twin Homes	22.71	MPD & AT	R-2-2	6.52	148

With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project.

E. The Parties acknowledge that the purpose of this Amended Agreement is to authorize the Project Property to be rezoned as follows:

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	7.82	AT	CC	as allowed by City ordinance	as allowed by City ordinance
B	High Density Condos, Townhomes, & Apartments	19.94	AT	R-3-M	19.94	397
C	Single Family Homes	19.45	AT	R-2-1	3.96	77
D	Residential Neighborhood	14.91	AT	RNZ	5.04	75
E	Twin Homes	22.75	MPD & AT	R-2-2	6.52	148
F	Single Family Homes	22.71	MPD & AT	R-1	2.76	62

With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project.

FE. The Developer may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

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

H. Developer agrees to interconnect public streets to run throughout the Project to provide the Project improved traffic circulation, reduced congestion, and enhanced emergency access. The Developer also desires to create a coherent, accessible, and efficient overall community for the City and the residents that will live there.

IG. The Cedar City Council has authorized the negotiation of and adoption of an amended 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 Developer 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.

JH. 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 22-0810, 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
- Exhibit C – Preliminary Layout Plan

III. Developer Obligations.

- A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the Preliminary Layout Plan and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside any proposed Planned Unit Development (PUD) and are to be operated by the City. On August 10~~July 27~~, 2022, the Cedar City Council granted the requested zone changes on the Project's Property contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:
- i. The overall residential density of the Project shall not exceed 754 units,
 - ii. Developer is required to provide open space, services, and amenities for the use by the residents of the Project as set out in the Preliminary Layout Plan and by City ordinance, and
 - iii. Developer agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Developer acknowledges that over time City ordinances, policies, standards, and procedures may change. Developer's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

- B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary Layout Plan due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the single-family dwelling units between and among the phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units of 754 as set forth in this Agreement, and (b) all single-family dwelling lots satisfy the minimum zoning requirements as specified in the R-1, R-2-1 and RNZ zones.

IV. Vested Rights and Reserved Legislative Powers.

- A. Zoning; Vested Rights. The City has agreed to rezone the Property as follows: (amend with updated zones as stated above)

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	8.10	AT	CC	as allowed by City ordinance	as allowed by City ordinance

B	Condos, Townhomes & Apartments	19.79	AT	R-3-M	19.91	394
C	Single Family Homes	19.45	AT	R-2-1	3.96	77
D	Residential Neighborhood	14.89	AT	RNZ	5.04	75
E	Single Family Homes	21.71	MPD & AT	R-1	2.76	60
F	Twin Homes	22.71	MPD & AT	R-2-2	6.52	148

as shown on the City's zoning map and the zoning for City accommodates and 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 Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City's existing laws, Zoning Map, and General Plan.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. 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.** Developer 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 Developer 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, Developer 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, Developer 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 Developer 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. For good cause, the City Council may grant an extension of the ten (10) year term limit. The Parties acknowledge that if this agreement were to terminate, any unplatte land will go through the legal process to revert to the City's Master Planned Development (MPD), and Annex Transition (AT) zones.

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, UT 84720

If to Developer: Cedar 106 LLC
 201 South Main St. Suite 2000
 Salt Lake City, UT 84111

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 or 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. Developer 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 Developer 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 Developer'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 Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to 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 Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer'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.

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

DEVELOPER:

Cedar 106, LLC

By: _____

Walt Plumb III

STATE OF UTAH

:ss.

COUNTY OF _____)

On this _____ day of _____ 20252, personally appeared before me
_____ who duly acknowledged to me that he signed the above and foregoing
document.

By: _____

Philip Plumb

STATE OF UTAH

:ss.

COUNTY OF _____)

On this _____ day of _____ 20252, personally appeared before me
_____ who duly acknowledged to me that he signed the above and foregoing
document.

By: _____

Joel Metcalf

STATE OF UTAH

:ss.

COUNTY OF _____)

On this _____ day of _____ 2025², personally appeared before me

who duly acknowledged to me that he signed the above and foregoing
document.

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 _____ 20252, 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 she 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 -

[insert/attach]

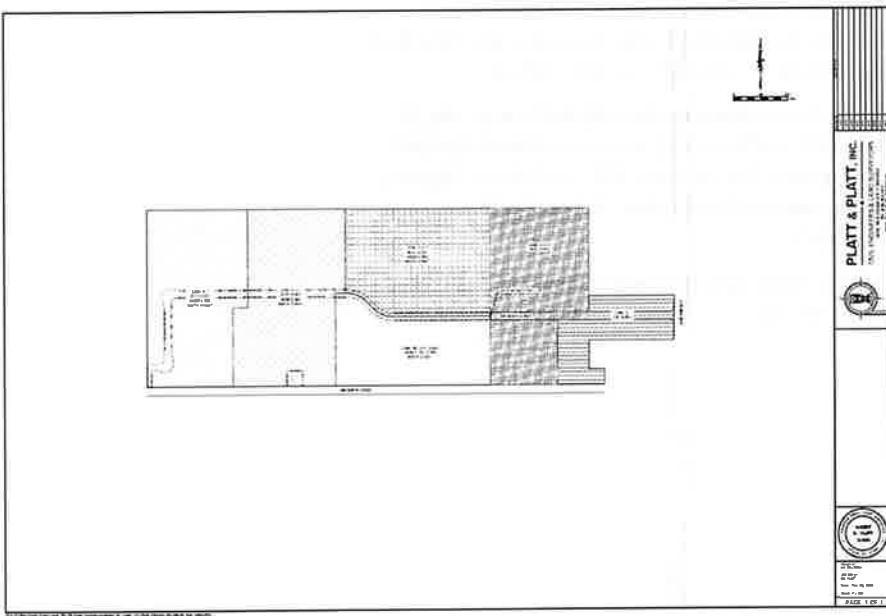
EXHIBIT B

- Adopting Resolution -

[insert/attach]

EXHIBIT C

- Preliminary Layout Plan -



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SECOND AMENDED DEVELOPMENT AGREEMENT

This Amended 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 Cedar 106 LLC, a Utah limited liability company, hereafter referred to as "Developer". The Developer is the owner of 106 acres of property located in Cedar City in the vicinity of 800 North Lund Highway (the "Project"). The City and Developer are 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 Second Amended Agreement.

B. Developer 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 is arranged on Iron County Parcel Numbers B-1885-0000-0000 (60.23 acres), B-1885-0008-0000 (20.54 acres), B-1885-0011-0000 (15.82 acres), B-1886-0000-0000 (9.43 acres), and B-1886-0004-0000 (19.36 acres) located on or about 800 North Lund Highway, Cedar City, Utah, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. Parties acknowledge that on August 10, 2022, the City Council approved the Project Property to be rezoned in the following Areas as follows:

(Remainder of page intentionally left blank)

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	8.10	AT	CC	as allowed by City ordinance	as allowed by City ordinance
B	Condos, Townhomes & Apartments	19.79	AT	R-3-M	19.91	394
C	Single Family Homes	19.45	AT	R-2-1	3.96	77
D	Residential Neighborhood	14.89	AT	RNZ	5.04	75
E	Single Family Homes	21.71	MPD & AT	R-1	2.76	60
F	Twin Homes	22.71	MPD & AT	R-2-2	6.52	148

With the understanding that the Parties are bound by the terms of this Agreement. This Agreement is to regulate the intended land uses, densities, and a mixture of commercial and residential uses within the Project. A previous amendment to the original agreement was approved by the Council on May 24, 2023, which allowed the 66-foot right-of-way to be reduced to a 55-foot right-of-way. The parties now seek to eliminate the 55-foot right-of-way.

E. The Developer may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

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

G. The Cedar City Council has authorized the negotiation of and adoption of a second amended 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 Developer 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.

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Second Amended Agreement by Resolution 225-0827-140, 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
- Exhibit C – Preliminary Layout Plan

III. Developer Obligations.

A. Completion of the Project. Developer agrees to construct and complete the Project in accordance with the Preliminary Layout Plan and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside any proposed Planned Unit Development (PUD) and are to be operated by the City. On July 27~~August 10~~, 2022, the Cedar City Council granted the requested zone changes on the Project's Property contingent upon the satisfaction of certain conditions. Developer hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

- i. The overall residential density of the Project shall not exceed 754 units,
- ii. Developer is required to provide open space, services, and amenities for the use by the residents of the Project as set out in the Preliminary Layout Plan and by City ordinance, and
- iii. Developer agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Developer acknowledges that over time City ordinances, policies, standards, and procedures may change. Developer'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. Developer agrees to interconnect public streets to run throughout the Project and to the property to the north of the Project to provide the Project improved traffic circulation, reduced congestion, and enhanced emergency access. The Developer also desires to create a coherent, accessible, and efficient overall community for the City and the residents that will live there

B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary from that shown in the Preliminary Layout Plan

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due to the final road locations, market forces, and other factors that are unforeseeable. Developer may transfer the location of the single-family dwelling units between and among the phases so long as (a) no transfer shall allow the Project to exceed the Maximum Residential Dwelling Units of 754 as set forth in this Agreement, and (b) all single-family dwelling lots satisfy the minimum zoning requirements as specified in the R-1, R-2-1 and RNZ zones.

IV. Vested Rights and Reserved Legislative Powers.

A. Zoning; Vested Rights. The City has agreed to rezone the Property as follows:

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	8.10	AT	CC	as allowed by City ordinance	as allowed by City ordinance
B	Condos, Townhomes & Apartments	19.79	AT	R-3-M	19.91	394
C	Single Family Homes	19.45	AT	R-2-1	3.96	77
D	Residential Neighborhood	14.89	AT	RNZ	5.04	75
E	Single Family Homes	21.71	MPD & AT	R-1	2.76	60
F	Twin Homes	22.71	MPD & AT	R-2-2	6.52	148

as shown on the City's zoning map and the zoning for City accommodates and 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 Developer all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law, pursuant to Utah Code Ann. 10-9a-509, and City ordinance. As of the date of this Agreement, the Parties confirm that the uses, configurations, densities, and other development standards reflected in this Agreement are agreed upon and approved under, and consistent with, City's existing laws, Zoning Map, and General Plan.

At the completion of all of the development on the entire project in accordance with the approved plans, Developer shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. 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.** Developer 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 Developer 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, Developer 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, Developer 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 Developer 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. For good cause, the City Council may grant an extension of the ten (10) year term limit. The Parties acknowledge that if this agreement were to terminate, any unplatte land will go

through the legal process to revert to the City's Master Planned Development (MPD), and Annex Transition (AT) zones.

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, UT 84720

If to Developer: Cedar 106 LLC
201 South Main St. Suite 2000
Salt Lake City, UT 84111

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. Developer 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 Developer 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 Developer'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 Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to 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 Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer'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.

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

DEVELOPER:

Cedar 106, LLC

By: _____
Walt Plumb

STATE OF UTAH

:ss.

COUNTY OF _____)

On this _____ day of _____ 2025³, personally appeared before me _____ who duly acknowledged to me that 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 _____ 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 she 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

CEDAR CITY COUNCIL

AGENDA ITEM -5

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Requested Development Agreement with MJP Real Estate, LLC (Platt Gathering Barn)

DISCUSSION:

Platt & Platt seeks a development agreement to avoid installation of required public improvements along Industrial Road for a property they intent to use for agricultural purposes. The property is located at approximately 1500 West Industrial Road. The Planning Commission gave a positive recommendation to the concept as long as required public improvements were installed along their own frontage (about 66 feet of frontage).

Please keep in mind that this issue arises from the property boundary adjustment that created this flag lot. The property at issue originally did not have access onto Industrial Road. Once that access was created, the City's ordinances required improvements along most of the frontage of the adjacent parcel from which the "pole" portion of the new flag lot was created. It's these specific improvements the Platt family seeks to avoid.

Please also note that the Planning Commission did not have a draft development agreement for their discussion. I've included a draft in your packet in line with what the Planning Commission recommended.

9. PUBLIC HEARING

Development Agreement
(Recommendation)

Platt Gathering Barn
1600 West Industrial Road

Platt & Platt

Mike Platt: Uncle Steve is trying to put a barn on his property close to an Industrial Road and he's putting it in a manner that's 600 feet off the right-of-way of Industrial Road and it's just going to be a simple barn where he can store his tractor and hay. That's all he wants to do. Then at the time that they do decide to, subdivide of course they'll go in and put the frontage improvements it just makes no sense to do it right now for more or less an agricultural building. Jett: there's already two buildings there.

Mike: This is Steve's property.

Jett: Oh, I'm sorry. That is the Platt barn you're talking about.

Mike: That's Uncle Steve's Platt Barn.

Jett: Thank you for clarifying I didn't know which Platt property because your brother owns the property next to it. I wasn't sure which Platt property you were referring to.

Mike: I'm here to represent Uncle Steve.

Jett: Are there utilities to it?

Mike: No, it's a dry barn. We're in the process right now, and they want to put in an industrial road, and it's not that we don't want to do it. Now's not the time. We'll do it when we subdivide, obviously. Like I said, we will do a development agreement. Just let's put our barn up and do that later when they subdivide the property.

Jett: When you call this the Platt Barn, is it open for public gatherings?

Mike: As far as I know, it's a private barn.

Jett: Okay. Steve, what do you know?

Steve Platt: Gentlemen, it's an opportunity for me to speak to you. I appreciate it very much. This is 7.7 acres. It's Industrial Road, which has just been improved. It starts at Airport Road and comes up to 300 West. It's on the south side of this 7.7 acres. Mike has said that it's my property. That's not true, totally. It belongs to my wife. She got it from her father, who got it from his father. It's been agricultural for the beginning of Cedar City. Horses graze on it and raise alfalfa. Ken Robinson, a county commissioner you may know, runs the pumpkin patch for us there. We lease that 7.7 acres to him. He brings school kids, and they all pick out a pumpkin at Halloween. It's just agricultural. Mike has said gathering barn. That's not totally true, I call it my implement barn. I have a tractor that the Lunt's bought back in 1966. That's been out in the weather until now. I want to get that inside a building with that tractor. I have plows, discs, harrows, and scrapers every implement that could be needed in agricultural with the tractor. I want to get those things in a barn, so they don't rust before I die. I think I should paint the whole picture for you. Mike has shown you in the corner of the property where it's going to be put. His brother Matt is going to build a road up that narrow strip, so we have access to our barn from Industrial Road. Then his brother Matt is going to build another barn adjacent to us only on his property. For all the implements he has with his landscaping business. Tree planters, he's got more property and implements than I've got fingers. This road will be private initially, it'll be paved, but right now because 7.7 acres is only used for agriculture. The way to correctly say this rather than gathering. It is a barn to protect our agricultural equipment. We do not want; I don't know what discussion Mike has had. Along Industrial Road right there on the south end of the property, we see absolutely no need now to put in curb and gutter. Mike has told me we're going to get a development agreement tonight. When we develop that 7.7 acres, we'll be tickled to death to put

in that curb, gutter and sidewalk. Please, don't make me do it for a horse pasture, a pumpkin patch, a sheep patch, where they raise alfalfa. We just don't see the need right now for curb and gutter. Thank you.

Jett: I don't either. That's only the frontage along here. This excludes the frontage where the roads go, and that will have to be get frontage on it at some point.

Mike: Because the permit we're just pulling on is just their property.

Decker: What am I missing? I'm a little surprised you even need to be here. Wouldn't this just be a billing permit item?

Randall: Anytime someone pulls a building permit, we have them do the improvements. The difficulty you run into, this is similar to what you talked about before, right? How do we enforce a development agreement later, right? This is one of those things that if they come in and they use the barn exactly as they're explaining, you may not care. Who's tracking that? If he suddenly goes and does something completely different in that building. I don't have a PI I'm going to send out to stare at the building and see what they're doing in there. That is one of the difficulties we have when we start defining things differently by use. We already do it. When you do more so, it's next to impossible for the city to enforce it. You probably don't want to live it. You complain about bureaucracy. I would complain about the SS.

Decker: If this ever came up for development and zoning and all that fun stuff, then it would have to be enforced, the curb, gutter and development.

Randall: Correct. Your difficulty is if they just continue using the building but change what they do with the building. Again, your fear always is, and this is the attorney in me, so take that for what it's worth, right? We don't draft contracts and development agreements, ordinances and statutes for the people we trust. We draft it for the person they sell it to that we don't trust. It's really that simple. If they were to sell it, and the only trigger for this, and keep in mind there's no development agreement drafted. You're approving a concept if you approve it. The triggers are going to be your key. What are the triggers? Other things we've done are by subdivision, a second building permit, any change in use. Those would probably be the three most likely triggers, if I were drafting this agreement, which is probably what will happen after this meeting. Those are your most common triggers. Probably also other ones regarding if they start adding in plumbing, water, those kinds of things would be other concerns we'd have. Because that's a pretty good stop for running a successful business for anything else if you can't have water or sewer running to it. It's probably also a good trigger the city could then use.

Jett: Steve, will you make a commitment that you'll only sell this property in the future to honest people?

Steve: Can I quote somebody very famous? Sure. Raymond Prestwich. Prestwich is buy land, they don't sell it. My wife is of the same type of thinking. The Lunt's, buy land, they won't sell it. We have ten grandkids. We have three of our own children. We want them to be able to come to the farm, see the way Grandpa and Great-Grandpa made a living, flood irrigating. No, we're not going to sell it.

Jett: I was just being facetious.

Randall: Can I ask one other question first, and this is something that I didn't have a chance to look up. This is probably more for Mike. Were there lot line adjustments or a minor amount done for this area recently?

Steve: Yes, we've been through this with the city.

Randall: Well, no, I know that. I'm just trying to remember what it is. If you can, remind me how we moved the lines.

Steve: We did it in such a manner that it wasn't a subdivision.

Randall: Right. Did it change your road access? That's my question.

Steve: No. We made a new access. We've never had access there. We've always come in at the southwest corner where that building is. Now we can come down to our other building. Randall: This is one of those entertaining ones where they kind of created their own problem. Not that that's a killer for anything you're doing. That's what I remembered when I saw that divided. Prior to them creating that additional connection, they would not have had to make any improvements on Industrial Road. I'm not saying that's why they did this, because I don't know why you would do it to hurt yourself. There was a history behind it. I just was trying to clarify what it was.

Webster: Thank you.

Open Public Hearing

Close Public Hearing

Webster: Commission, any comments or motions?

Kent: I've got some comments to make if I could. Go for it. There are really two issues here. One of those issues is, we have this parcel that the barn would be built on and that question of whether building that barn necessitates building the improvements along Industrial Road, right? That's one question. The other question is the access to that barn, as was stated earlier, would be via some type of private roadway facility that would run north and south on this adjoining parcel. The plans that were submitted to us for review said that they weren't going to make the improvements here where they would be creating a new access point onto Industrial Road. That, to me, is a significant issue. There's a lot going on with irrigation and drainage right in that area. It's not something you can just drive across and call it good. There's a lot of work that needs to be done there. On their drawing, they basically just said that that was a future thing to come with future development. That's the thing that gives me a lot of heartburn on this. That hasn't even been brought up in their presentation. That's something that needs to be done if they're going to create new access onto our street at that location.

Steve: Would you repeat your first question, please, Kent?

Kent: I don't think I asked more than one question. I was saying that the one issue that had been brought up before I started speaking was the issue of whether improvements along this parcel, the large parcel that would now encompass the barn, right? Whether those improvements need to be made. That's one issue.

Steve: Are you talking on Industrial Road or the new road?

Kent: Yes, Industrial Road. The other issue.

Steve: May I address Industrial Road first?

Kent: You could, but that's already been addressed. I was trying to point out that there's a second issue.

Steve: Okay.

Kent: The second issue is the access to Industrial Road, which you're proposing to be here, and those improvements absolutely need to be made so that you can take access onto our public road.

Steve: Absolutely, and what we anticipate there, and I didn't realize that Michael hadn't talked to you about that. His brother Matt, who's a contractor and a landscape guy, is going to make a road that's 33 feet wide, gravel underneath it, compacted sub-base, asphalt on top, 33 feet wide, all the way from Industrial up to the two buildings we're talking about. He will do that. A side item, which we think makes this a little bit better, has 66-foot right-of-way. There's a ditch that runs north and south on the east side of that right-of-way. Matt, his brother, and my wife want to,

along that ditch, plant ponderosa pines or other sugar maples. Trees that will grow and be big enough so that Matt and his landscaping business can sell them and then replant them. You're going to have a nice row of trees all along that road in the 33 feet where the ditch is and the road isn't.

Kent: that's great. My concern is with the connection of that road to Industrial Road. There's a lot of work that needs to be done there. As we discussed when as you, I and Matt met out in the field looking at it. There's a lot of work that's going to need to be done there. I was expecting to see with this proposal some drawings of how you were going to do that so that the drainage and irrigation still work and you get everything built, can get your access in, and that's something we have not seen.

Steve: You're right. May I address that?

Kent: Yes.

Steve: There is a diversion structure there that's the old fort, old field that irrigates that 7.7 acres. It comes under Industrial Road right there at that corner and there's an old diversion structure that can send it two or three ways. Matt's going to make a lid over the top that can be removed at a certain point for each diversion or each ditch so he can turn in, and a heavy vehicle can go in from the east side and on the west side. He'll do the same, and he's anticipating doing circular curb right there, just there.

Kent: Okay, and that's something that we have not seen yet. What you're asking for is a development agreement that basically absolves you of putting in improvements on Industrial Road without addressing that improvement on Industrial Road that absolutely needs to be constructed.

Steve: We need to do that.

Kent: Okay.

Steve: We will do it.

Jett: Randall, can we make, a positive recommendation to waive the infrastructure improvements along that, assuming they're only going to build the gathering barn with no power, no water, sewer, bathrooms, or anything, with the exception it has to be worked out, the entrance to that 66-foot right-of-way has to be worked out with the City Engineer prior to approval?

Randall: I don't know if we want to use the word worked out or just meet ordinance. Because that's the difference, right? I'll just make it even less clear, because engineer versus an attorney, that's a joke ready to happen. Part of the reason why we're talking about two different lots is the lot line adjustments that they made makes it so that our ordinance is applicable to much of the other larger lot as well. They'd have to put in public improvements along there as well under our ordinance. I think what Kent is getting at is he doesn't necessarily have an issue with that being deferred or waived, but that 66 foot wide, that's the measurement on the screen, so hopefully that's right, that part would need full public improvements, curb, gutter, sidewalk. It matches up with what's already been improved in the subdivision to the east of it.

Jett: If Mr. Platt was not an honest man. I've known him for a long time. He's grumpy but honest. He could easily say, hey, I'm just going to drive across the back of my property right here and drive to my gathering barn. We wouldn't even be having this discussion.

Randall: If they hadn't made the lot line adjustment, we wouldn't have to worry.

Jett: The lot line adjustment is not relevant at this point. This lot of line adjustment has already been made.

Randall: It's only relevant because our public improvement avoidance ordinance would require them to make more improvements than just their 66.

Jett: That's correct. If he hadn't brought that up, that he will be driving across this entrance right here and then going into my gathering barn right here. This would have been a moot conversation. He could have just said, hey, that's owned by Joe Blow. I don't even know this guy. I'm just going to drive into my gathering barn, you know, across my property. I would hope we could come to a resolution where we can pass this tonight so they can start moving forward without getting caught in limbo, but do it in such a way that will satisfy the engineer so we're not destroying the irrigation canal and that it will work into a master plan that will connect with the Fort Cedar sidewalk and curb and gutter. Still leave this open for now but designed for the future connection.

Kent: The roadway that we're talking about, that private facility, that's part of the conversation because that is part of their drawings, is that they're going to put that in, that that is their access, but without showing the proper improvements for that roadway to connect to Industrial Road.

Jett: No, I understand exactly what you're saying. It's a very valid argument.

Bob Platt: We will provide you with a construction drawing, improvement drawings for you to review and do what we need to do at that entrance.

Kent: That would be great, because what's been submitted so far says that you're not going to do it, that you're not going to build it, that that's something for the future.

Mike: All we did was submit the site plan for his parcel, and that's what we're doing right now. It's always submitted.

Randall: Mr. Jett, is that your motion then? You were everything but saying a motion.

Jett: That would be my motion, that we approve this as it is tonight, contingent upon the construction drawing provided by Platt Engineering or Steve Platt directly for the 66-foot opening where the road will go.

Randall: Let me clarify that 66 feet meet current standards?

Jett: Well, he said there's a 66-foot opening there.

Randall: Right. That's the property lines, 66 feet wide. Is your motion that they would have to meet the current requirements for 66 feet, but not for the other parcel that's owned by Lunt's, it looks like, to the west?

Jett: Not curb and gutter, just the irrigation portion.

Decker: You'd have to have some curb and gutter to make that turn.

Lunt: They've already stated they'll put the radius.

Jett: Well, I'm not sure how to describe some of that. That's probably more Jace's bailiwick in describing this.

Randall: For yours, again, just a clarification because I think, if I had it correctly, what Kent was suggesting is full improvements for the 66, no improvements for the remainder. What you're suggesting is not full improvements for any of it. Even the 66 would not have sidewalk.

Jett: What are we trying to accomplish?

Steve: The 66-foot road is for access to our building only. It's a private road.

Randall: Right, we're talking about the part of Industrial where that 66 hits into.

Decker: Where it joins industrial.

Steve: Okay, just at the intersection.

Randall: Yeah, just the industrial part.

Mike: We will improve intersection, and I'll get you a drawing.

Randall: Perfect. So, curb, gutter, sidewalk.

Burgess: No waiver on anything there.

Randall: I'll do it on one condition. We can get a quick turnaround.

Kent: We'll do our best.

Mike: Yeah, we just want to get the building permit.

Randall: That makes perfect sense. I just wanted to make sure we were all clear on exactly what things. We have no issues. 66 feet, if I'm understanding, you guys will do the industrial road improvements 66 feet wide where your private road can be whatever our ordinance otherwise requires, which isn't much. The remainder to the west would be delayed until a subdivision.

Mike: I apologize for not getting a drawing earlier, even though we've kind of talked about me, my brother, Uncle Steve, and my dad. Yeah, those improvements. It's because I've been so focused on everything else but that little intersection. We'll get you a drawing and go from there.

Webster: Do we have a motion? I think, that says, contingent upon 66 feet meeting the current ordinances.

Amber: Maybe the full improvements for the 66 feet, no improvements for the remainder.

Randall: Then triggers based on whatever you want to add in subdivision, utilities.

Jett: Yeah, I think it's just, yeah, until the property is subdivided in accordance with city ordinance.

Randall: Just that one trigger?

Jett: Unless my fellow council member.

Randall: It's your motion. That's why I'm just clarifying because we have discussed multiple things. It's his motion. These were ideas, so I just wanted to clarify before. I apologize if it sounds like I took over. I do that too often.

Jett: Please don't. I need it. You just want the one trigger, and it sounds like we have a second, so I'm going to be quiet now.

Kent: Can I just ask a clarifying question? If I'm understanding it right, then you're going to be drafting an agreement to take to council based on the feedback from the Planning Commission?

Randall: Correct.

Kent: Okay, got it.

Mike: Like I said, I apologize for not getting that drawing to you. The site plan is just for this parcel, and I didn't even think about it, so I'll get it with you.

Webster: Excellent. Thanks, Mike. While we're talking about an industrial road, I might congratulate the city on a job well done.

Jett motions for a Positive Recommendation for the full improvements for the 66 feet, no improvements for the remainder. Lunt seconds; all in favor for a unanimous vote.

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 MJP Real Estate, LLC, a Utah limited liability company, hereafter referred to as "Owner". The Owner is the owner of the property located at approximately 1500 West Industrial Road, contained in Iron County Parcel Number B-0022-0006-0000 (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-0022-0006-0000 (approximately 3.67 acres) located on or about 1500 West Industrial Road, 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 25-0827-2, 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. For the current project only, Owner will not be required to install public improvements for the portions of Industrial Road that abut Parcel # B-0022-0007-0000, from which part of the Project property was obtained.
 - ii. Public improvements are required for any portion of the Project property that abuts Industrial Road.
 - iii. If at any time the Project property changes use from agricultural, attempts to subdivide, or seeks an additional building permit beyond the permit(s) applications currently submitted to City, all public improvements required along Parcel # B-0022-0007-0000 will be required.
 - iv. 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 I&M-1 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 an agricultural building. 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: MJP Real Estate, LLC

Cedar City, Utah 8472

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:

MJP Real Estate, 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 COUNCIL

AGENDA ITEM – 6

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Ordinance changing setbacks for PUD-owned storage units

DISCUSSION:

Platt & Platt seeks a modification to setback requirements to allow PUD-owned, tenant/owner-used storage units where they are currently not allowed. As Council may recall, Platt & Platt discussed a particular PUD development at approximately 2150 Northfield Road (draft design included herein) that needed the change. After much discussion among staff and Platt & Platt, a draft was presented to the Planning Commission, which approved the proposal with one change making the allowable units larger. Please consider the proposed amendment.

10. PUBLIC HEARING

Ordinance Text Amendment
(Recommendation)

Section 32-8-D-14 pertaining
To Storage Units in Setback

Platt & Platt

Mike Platt: We want to use this as an example. This is a PUD we've been working on for two years and the gist of it is we want to put storage units that would be tied to each unit. Unit 12 would own or rent the storage unit 12 and they could put all their stuff in there. That that's what we're doing, they're not available to rent to people outside that aren't owner occupants of PUD.

Burgess: Where's this located?

Mike: This is on this north of the Northfield project you guys did a while ago, Shem Mackert's piece.

Jett: It's my understanding this is not just for this. This is for anybody.

Mike: This would be for everybody that wanted it.

Jett: You presented this 8 or 9 months ago, and I thought it was brilliant then. I think it's fantastic now.

Mike: Kent and I have met once to discuss this. The council, it's just we want to get the right language in place, so it doesn't spiral out of control that it's tied to these types of developments.

Jett: You could help correct a lot of the parking problem. If people have a garage that they can pull their car in.

Mike: That's kind of the whole goal.

Randall: Mike, is this your guy's original draft? Do you want to include any of the comments from Don and I?

Mike: I think it incorporates the ones we liked.

Randall: I apologize because in this one.

Mike: I think your comments, yes. Don's comments we kind of throw out.

Randall: Well, you did some of mine. The final one I sent you had, I think, 13 numbers, and you're up to 9. Again, I apologize because I was out of town when they were putting this all together at a training with our semi-insurance agency. There are some suggestions from staff that didn't make it into their final draft. That may be wise for you to look at as well, but you don't have them.

Jett: Are you suggesting, or you've made them?

Randall: You guys did the original draft, and I think it only had like five or six terms initially. I did one that took it up to 12 or 13. Don took it over and added a Bible. I took it back from there and narrowed it down to kind of 13 that I thought met what the city most needed and would still allow what they wanted. What Don proposed would have prohibited their own development. He had good arguments, but the council has already said they wanted the very project that they proposed. I kind of felt we needed to at least make that work.

Mike: That's the only reason why we're coming because back in the old subdivision ordinance when we had to bring stuff before council, they liked the concept, but there's no way to accomplish it without the right ordinance.

Jett: Are you happy with the proposals that staff.

Mike: I'm happy, but I'm also happy if there's something else, we need that makes sense. I'm all ears.

Randall: I'm just trying to look at the differences quickly. On number five, your draft, not more than one storage unit per dwelling within the residential PUD shall be allowed. You guys

proposed an exception to that, and I'm not seeing it in your current draft. The one I had was except for one storage unit to be owned by the HOA, then it went into the not more than one storage unit per dwelling unit within the residential PUD shall be allowed. Then I gave some details. The HOA-owned storage unit shall only be used to store HOA owned and HOA leased items.

Mike: I don't think this is the most current one because I think I like that, and I left that in there. We like that.

Randall: Not that the exact language is too important to you guys unless you want to get picky on it, but the thought process was especially if you have a larger HOA, they would want a storage unit for their lawnmower and everything else and it just makes sense to allow them to have one. Because otherwise they're just going to build a separate shed and get the same thing. What's the point of being picky? The goal obviously is we don't want it to be rented out separately. That's how we're wording all of this is we want storage for the individual tenants and the HOA only. Let's see the next one.

Jett: Is there language in there? To be honest, I haven't read it. No living in the unit?

Randall: Yes, also there was some about sizing to also decrease the chances of that, but people are creative. They can always go off grid. I'm trying to just compare size. The building height, we agreed in the end, one story, not to exceed 14 feet. Size restrictions. You just have it won't exceed 168 square feet, but the discussion was the HOA one would be bigger.

Mike: Yes, the HOA one would be bigger.

Randall: I think the agreement was not to exceed 800 square feet for the HOA-owned one. We assume this one probably won't need an 800 square foot one, but have you had it as part of a larger PUD?

Jett: Why are you trying to limit it to 168? What's your why for that?

Randall: That's not them. That's more of us.

Jett: Then why are we trying to do that?

Randall: Partly what you're talking about. We don't want to turn it into a separate residential unit.

Mike: We don't want a PUD storage facility.

Randall: I'm thinking if I have a detached garage on my single-family lot, assuming it was big enough to do that, my kids would beg me for a top floor that was a game room or something like that. Nobody's sleeping in it, but it becomes a residential unit for all other purposes. We're trying to avoid those kind of situations where these buildings that are not going to be sprinkler, think of, all those safety features we put in a house these won't have it they won't have a second exit they won't have all these other things so we're trying to keep it for storage and maybe a car not living type things.

Jett: Well you're going to have a hard time getting a car in there at 168 square feet.

Randall: There was some discussion about potential to make it bigger but I think that's the size it came to.

Mike: As 12 by 14 is 168 square feet.

Randall: You could fit our 9 by 18 spots would be around that range. That is almost exactly what our parking spot size is for the city.

Mike: It just gives them a place to store their stuff.

Randall: Again, open discussion, they're not going to complain if you make it bigger. I'm only going to complain if it's big enough that it starts turning into a game room.

Jett: We should make it at least big enough for someone to park a car in there there's a lot of people out there that love their hobby shops. We kind of limit them living in townhomes and that

type.

Mike: That's a good point. We just did this 12 by 14 because that was standard and that's what fit best on our south side. That's why we did 12 by 14.

Randall: I lived in a condominium complex up in Orem when I attended law school. It was like five feet by eight feet. It was just, in my opinion, an excuse to say, hey, we had some extra storage and a great way to sell the property. Again, that's adjustable. I'll jump to another one that's a slight change. On number, it's eight on mine. Let's see if it's the same on yours.

Jett: What's 12 feet by 22?

Randall: 264, Amber beat us all to it.

Jett: 264? I think that would give you.

Mike: 12 by 22.

Jett: That would give people an opportunity to put a car in there. Maybe they have a convertible they'd like to take out in the summer months.

Randall: Okay, when one of you makes a motion, please keep that into consideration. On number eight, I added some additional language on there because we have a local commercial guy who got smart on us. At the end of it, we have a little thing about allowed but may not exceed 120-volt connections for electrical. The idea is to avoid anything higher powered than that, but not eliminating the use of plugging in something, right? Because people are going to be able to use tools and stuff out there. I added in there including off-grid and grid-connected sources. We don't have people connecting a solar battery and being able to run anything they want. We do have a commercial company that did that. They avoided all their public improvements by putting off-grid.

Jett: 120-volt, that's just the house plug, basically.

Randall: Correct, you start hitting 240, that's when you start doing a lot more. Then I'm trying to see you end with nine. 10 was within reference to setbacks, so I have on there the minimum distance from any PUD boundary shall be 7 and 1 half feet, and the minimum distance from any private street shall be 10 feet. Minimum setbacks from public streets shall be the same as for all structures. I did the 7 1/2 because that's the standard PUE around a PUD. They already shouldn't be building something on that, because otherwise they're interfering with PUE.

Mike: We can get that waived.

Randall: Correct.

Mike: That's why ours are a little bit closer on the property. Because we got that waived with the utility companies. Because they're not going to run their utilities down that PUE. They're going to run it in the middle of the road.

Randall: You could add the language that says 7.5 feet unless the PUE, the relevant PUE is waived.

Jett: I like that.

Randall: Okay. Minimum distance from any private street, 10 feet, is purely just a visibility question, safety, and then all other setbacks from public streets, same thing. It's a safety consideration. 11, parking for any PUD storage units fronting a private street. Parking shall be provided along the storage unit side of the private street to access the storage units. Perpendicular parking near PUD storage units may count towards the PUD required parking requirements.

Jett: Did you just say they'd be parking in the front setback then? Is that what you just said?

Randall: No. This isn't changing anything about necessarily about setbacks. This is talking about like if you have a private street, which is your plan, right? You all have a private street in between the residential units and the storage units. We want to make sure there's enough room if

you're going to take that approach so there's room to park on that private road. Jett: Okay. Private road, not public road.

Randall: Because people are going to do it regardless. Right. Public is different. I'll get to that in a second.

Lunt: You're allowing parking within that?

Randall: If it meets other requirements, yes.

Lunt: In that storage?

Randall: Well, if it is storage, and it's wide enough, they can park a car in it. I was meaning more in front of it. I go to pick up and drop off stuff inside my storage unit. If it's that large, it's 264 feet. I'm going to be bringing a truck. I'm not going to carry that all by hand. We wanted to make sure that they had adequate places for people to park. If they run it perpendicular, so not parallel parking, but perpendicular parking, then they could potentially count towards the required parking of the subdivision. Because they made it big enough. Why not? But not if it's parallel. There shall be a minimum of five feet in front of the access to the storage unit and any parking stall or access way required as part of the development. The idea was we didn't want the storage unit's door to be right at the edge of the asphalt because then if someone parks there, they can't access the building. We figured five feet was enough to get stuff.

Mike: Are we showing that on ours? No, we got the sidewalk in front of these.

Randall: If you have a sidewalk, you should have a four-foot sidewalk in the gutter. You'll be fine. Loading and unloading of a storage unit shall not preclude a vehicle access way as required by the fire department. Just to make sure they have adequate width. That's somewhat already required by our normal PUD ordinance, but we just wanted to clarify. Distance from residential units. No PUD storage building containing more than one storage unit shall be located closer than 16 feet to a dwelling within the PUD or on an adjacent lot. That's the wording we have.

Jett: What's the reason?

Randall: The idea was basically spacing. This is going to be a 14-foot-tall building.

Jett: We've got to remember, we're not designing this for his project.

Randall: I'm not talking about his either. I'm talking about mine. I'm less worried about the properties next to him. These are apartments. He's right next to apartment complexes that are two stories tall. I'm talking about if we had a PUD next to a single family or a twin home subdivision and you just put a 14-foot wall all the way down it.

Mike: We've got to protect that.

Randall: That's a massive site barrier with no obstruction for a long distance.

Jett: Okay.

Randall: There was a full-length limitation, but I think we ended up taking that out of the final draft. That was the idea, it was 16 feet. It's mostly just to keep adequate separation. These buildings aren't going to be expected to be sprinklered or anything like that because that would be way too expensive to do. We just wanted to make sure we have adequate distance for safety.

Jett: Before we go any further, could we modify this, so it just doesn't have to be on PUDs? It could be on apartment complexes too.

Randall: I guess the question is are you not already able to do it on an apartment complex?

Jett: I don't know.

Burgess: You should be able to.

Randall: I would think you'd be able to.

Burgess: On our apartment, we were going to do this, but the only reason we didn't is because the area is under power lines. We couldn't build a structure. You could build this as far as I am

aware.

Randall: I think that your biggest concern with PUDs is just the way the setback end up working would have stopped this. Both from the road as well as from the next property. If you find out we're wrong, we can adjust it later to add it, but I don't know if this is a problem there. Those are the other changes that I would suggest to what they have there, and I think they make common sense, and I don't think they prohibit what you're trying to do specifically, but they cover us in some dangerous areas that could be a problem. If people design, it differently than this.

Webster: Thank you.

Open Public Hearing

Close Public Hearing

Jett motions for a Positive Recommendation based on what we just discussed, based on the sheet plus the additions that Randall clarified. Decker second; all in favor for a unanimous vote.

**CEDAR CITY
ORDINANCE 0827-25-3**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 32-8(C)(3)
REGARDING PUD-OWNED STORAGE UNITS**

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 City Council seeks to provide additional flexibility for onsite, PUD-owned, and resident-utilized storage units; 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 32-8 to allow PUD-owned storage units if certain requirements are met.

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

SECTION 1: AMENDMENT “Section 32-8 Planned Unit Developments (PUD)” of the Cedar City Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 32-8 Planned Unit Developments (PUD)

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

4. Uses permitted in the PUD shall be limited to those uses permitted in the zone in which the PUD is allowed.
5. Conversion of existing buildings to a PUD shall conform to existing building codes and the provisions of this chapter.

C. PUD

Develop

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Standar

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Require

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1. Variations from the development standards of the underlying zone in which the PUD is located may be permitted by the City Council provided the variations are specifically adopted by the City Council prior to the submission of the preliminary subdivision application. Variations shall not include changes in the permitted uses allowed except to the extent set forth herein. The development standards set forth below are not subject to variations permitted by the City Council.
2. Residential Planned Unit Developments shall meet the minimum lot area and maximum density of the underlying zone.
3. Structure Setbacks:
 - a. Residential - No structures shall be set back less than 20 feet from the right-of-way line of a dedicated street;
 - b. Commercial/Industrial - All setbacks shall be as required in the underlying zone, subject to required utility easements;
 - c. Building setbacks of a residential PUD shall be the same as the underlying zone with exception that perimeter property lines not designated as a front or rear property line shall be 10 feet. Building setbacks along the perimeter property lines of a residential PUD located in an R-1 or RE zone shall be 10 feet, except within 100 feet of where the perimeter property lines of the PUD intersect the public right-of-way, where the minimum setback from the perimeter property line of the PUD line shall be 20 feet. Building setbacks in Industrial and Commercial PUDs shall be according to the requirements of the underlying zone, and;

AMENDED BY ORDINANCE NUMBER 0426-17-3.

- d. When an existing building is converted to a PUD and the building is nonconforming because of setback requirements and utility easements, the building shall be allowed to continue as a nonconforming PUD relative to the same setback and utility easement requirements/deficiencies. All utilities shall be placed underground, where practical, as determined by the City Engineer.
- e. Notwithstanding the setback requirements above, auxiliary buildings

for on-site storage intended for occupant use only shall be permitted within a residential PUD in areas not otherwise permitted by the underlying zone, provided that they meet the following criteria. Such auxiliary buildings may be located anywhere within the PUD, with the following limitations and requirements:

- (1) The storage buildings are for the exclusive use of the occupants of the PUD;
- (2) A designated area, separate from residential dwelling units, is allocated for the storage buildings within the PUD;
- (3) The buildings comply with all applicable current building codes;
- (4) The exterior cladding materials of the storage buildings shall be consistent with those used on the residential units within the PUD;
- (5) Except for one storage unit to be owned by the HOA, Not more than one storage unit per dwelling unit within the residential PUD shall be allowed. The HOA-owned storage unit shall only be used to store HOA-owned and HOA-leased items and equipment and shall not be used to store RVs or any items not used to maintain the PUD's common property;
- (6) Building Height Restriction: The maximum height of any storage building shall be one (1) story, not to exceed fourteen (14) feet including all components of the roof assembly;
- (7) Storage Unit Size Restriction: Except for the HOA-owned storage unit, no storage unit shall exceed two hundred sixty-four (264) square feet. The HOA-owned storage unit shall not exceed eight hundred (800) square feet;
- (8) PUD storage units shall not be designed, constructed, or used as dwelling units. No connections for water, sewer, gas, or telecommunications shall be allowed in PUD storage units. No kitchen facilities, including any devices for cooking or preparing food, shall be allowed. Electrical connections at or near the PUD storage units are allowed but may not exceed 120 volt connections, including off-grid and grid-connected sources;
- (9) Storage units that are located within the required side setback shall only be permitted if the adjoining property is zoned R3-M;
- (10) Setback: The minimum distance from any PUD boundary shall be seven and one-half (7.5) feet, and the minimum distance from any private street shall be ten feet. Minimum setbacks from public streets shall be the same as for all structures;
- (11) Parking: For any PUD storage units fronting a private street,

parking shall be provided along the storage unit side of the private street to access the storage units. Perpendicular parking near PUD storage units may count towards the PUD-required parking requirements. There shall be a minimum of five feet in front of the access to the storage unit and any parking stall or access way required as part of the development;

- (12) The loading and unloading of a storage unit shall not preclude a vehicle access way as required by the fire department; and
- (13) Distance From Residential Units: No PUD storage building containing more than one storage unit shall be located closer than sixteen (16) feet to a dwelling within the PUD or on an adjacent lot.
- 4. All PUD developments shall be served by the public sewer system and public water supply. All newly constructed utilities shall be placed underground. City utilities shall be metered as determined by the City Engineer. Each building shall be served by a separate sewer lateral, sized according to applicable code. Back-flow prevention valves shall be required in accordance with the applicable code.
- 5. All PUD common street, drainage, water and sewer improvements shall be designed and installed and inspected according to applicable codes and standards.
- 6. Fences: A six-foot high sight obscuring fence shall be erected on the perimeter of condominium, townhome, attached multi-family and attached single family residential PUD projects. Fences shall be setback a minimum of 10 feet from the right-of-way line of a dedicated street. The fence setback area shall be landscaped.

Exceptions:

- a. For residential PUD developments requiring a perimeter fence with units that front on a dedicated street the perimeter fence within the front setback area may be reduced or eliminated under the following conditions:
 - (1) The units fronting the street must be served by individual access driveways leading directly to an enclosed garage attached to and designed to serve an individual unit. A driveway serving a single unit with a two-car garage shall not exceed an on-site width of 20 feet. Driveways serving a single unit with a one-car garage shall not exceed 12 feet. Individual driveways shall be separated by a minimum of 6 feet. Driveway separation areas and all other areas fronting a dedicated street must be landscaped. Driveway widths and sidewalk separation at the property line shall comply with engineering standards; or

- (2) Buildings fronting dedicated streets must have articulated elevations (multi-surface building projections) with a covered porch at the front of each unit. The full frontage of the buildings shall be landscaped common area and parking and/or garages shall be at the rear of the buildings.
- b. The sight obscuring fence may be eliminated through City Council approval, along portions of the perimeter which meet at least one (1) of the following minimum requirements. City Council approval must be obtained prior to submission of the preliminary subdivision application:
- (1) the overall density of the development does not exceed 60% of the allowed density per the underlying zone;
 - (2) the minimum distance of open space between the proposed building units and any adjacent existing or proposed structures is 150 feet; or
 - (3) there are geologic features between existing and or potential development sites that provide for privacy and separation negating the need for privacy and mitigating potential impacts between developments. Geologic features may include topographical change such as hills, cliffs, and ravens; streams and rivers, and or other areas preserved as open space. Open space areas may include natural and manmade components.
- c. The sight obscuring fence may be placed on the right-of-way/property line (minimum 1-foot behind sidewalk) adjacent to and fronting the south side of the Highway 56 corridor between Westview Drive and 5300 West. The developer shall landscape to either the back of sidewalk of Highway 56 or to the top of slope of existing irrigation ditches whichever is closer. In no case shall the landscape be less than 10-feet wide. Approval of such configuration shall be subject to the following:
- (1) Approval by the Utah department of Transportation (UDOT) and associated landscape agreement; and
 - (2) City approval and agreements for maintenance responsibilities by the adjacent corporate entity.
7. Landscaping: In commercial or industrial PUDs, and residential PUDs, permanent landscaping requirements shall be satisfied by the landscaping requirements of the underlying zone. In addition, the perimeter landscape strip adjacent to the public right-of-way shall include one (one) street tree for every 30 feet of linear street frontage. The spacing need not be linear and shall not impede Fire Department access.
8. Open Space: Common Useable Open Space shall be defined as planned public or common outdoor improved landscaped areas suitable for relaxation and recreation. Open space areas shall include one improved amenity to include but not be limited to patios, gazebos, picnic pavilions, pools, and other amenities suitable for public and private gatherings. Open space does not

include roads, driveways, parking areas or linear sidewalk adjacent to vehicular access roads.

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

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

9. Parking: The parking of any PUD shall be the same as the parking requirements of the underlying zone including the following:

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

(1) Exceptions:

- (A) When PUD Developments do not configure in tandem parking for residential units, and the parking

is located within a parking lot that is unenclosed, additional guest parking spaces shall not be required.

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

b. Parking space dimensions:

- (1) Parking spaces located within a central parking area or along routes not required for fire access shall meet the dimensional requirements of the underlying zone. Spaces located along the primary driveway or private street shall not constitute a central parking lot.
- (2) Private parking spaces designated for private use and located in front of a unit, or garage, or other obstruction and oriented perpendicular to the street or access way shall have a minimum depth of 22 feet exclusive of any sidewalk, curb gutter.
- (3) Parking spaces located perpendicular to a fire access drive aisle with no obstruction shall have a minimum depth of 20 feet and shall include a 2-foot overhang.

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

11. Private (Non-dedicated) Streets:

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

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

b. Access ways designated for trash pickup shall be a minimum of 26 feet wide, excluding curb and gutter, and shall not require trash collection vehicles to back up.

c. A private street will not extend to or provide service to another property not included in a phase of the PUD;

d. Private streets are entered from the public streets by a drive-way type entrance and are posted as private streets. Entrances shall be designed in accordance with City Engineering Standards;

e. At the intersection of PUD driveways and the public street, the public

street shall exhibit a no parking restriction for thirty (30) feet on each side of the driveway when the PUD serves 80 units or more.

Proposed no parking restrictions in excess of thirty (30) feet on each side of the driveway must be approved by the City Council on an individual basis. Proposed no parking restrictions at driveway entrances for PUD's serving less than 80 units must be approved by the City Council on an individual basis. Private streets shall be designed at the intersection to provide adequate stopping and sight distance in accordance with the American Association of State Highway and Transportation Officials (AASHTO).

- f. Private streets are not maintained by the City;
 - g. When a PUD entrance occurs at the end of a City Street the developer shall provide for a dedicated, City Standard Cul-de-sac or equivalent turn-around, and;
 - h. As part of the PUD approval process and in order to provide legal public access to adjoining properties or to conform with the City's Street Master Plan, the City can require any street in the PUD to be a dedicated City street with widths and improvements according to City Engineering Standards.
12. All storage and solid waste receptacles which serve multiple units, and which are not located within a building shall be enclosed within a site obscuring fence or fence compatible with the design of the development.
 13. A PUD may restrict the storage of recreational vehicles within the PUD in the restrictions and covenants of the project. Combined recreational vehicle storage areas in excess of 560 square feet shall be enclosed in a 6-foot-high site obscuring fence.
 14. PUD plats prepared for filing shall be required to show the following minimum utility easements and required dedications to the public:
 - a. All private streets;
 - b. Minimum ten-foot utility easement on each side of all primary access streets;
 - c. Minimum seven and one-half foot utility easement around the perimeter of the PUD. In a Commercial or Industrial Zone, the City Council may grant an exception to said easement requirement, after a recommendation by the City Engineer and the Planning Commission, and each City franchised utility has waived in writing their need for the easement; and,
 - d. All public dedications for streets, trails, drainage, utilities, parks, etc. Said utility easements shall be for the purpose of installing and maintaining utility lines as required by the utility owners. Prior to filing of a Planned Unit Development plat, all utilities currently operating in Cedar City, Utah under a franchise agreement with the City, shall acknowledge by signature on the plat that they have approved said utility easements, and guarantee their utility

- improvements will be installed and maintained.
- e. Provide a note indicating all common areas are public utility easements.
 - f. The City Engineer or his designee may grant an exception to the easement requirements above if the easement is deemed unnecessary and each City franchised utility has waived in writing its need for the easement. At locations where the 10-foot PUE requirement in Subsection (b) is waived on a primary access street, a sight visibility triangle shall be preserved at the intersection of two or more primary access streets or of one primary access street and any other private street(s) as follows: No obstruction which will obscure the view of automobile drivers shall be placed within a triangular area formed by a line along the back edges of the drivable surface and a line connecting them at points thirty (30) feet from the intersection of those lines.
15. The declaration of Covenants, Conditions and Restrictions (CC&R's) shall include:
- a. A statement of maintenance responsibilities and estimated maintenance budget for all private common improvements, i.e. streets, drainage, sewer, water, landscaping, parks, trails, recreational facilities, club houses, parking areas, fencing, solid waste and other storage areas, etc.
 - b. A statement prohibiting parking on private streets within the PUD on streets having less than 30 feet of asphalt width.

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

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

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

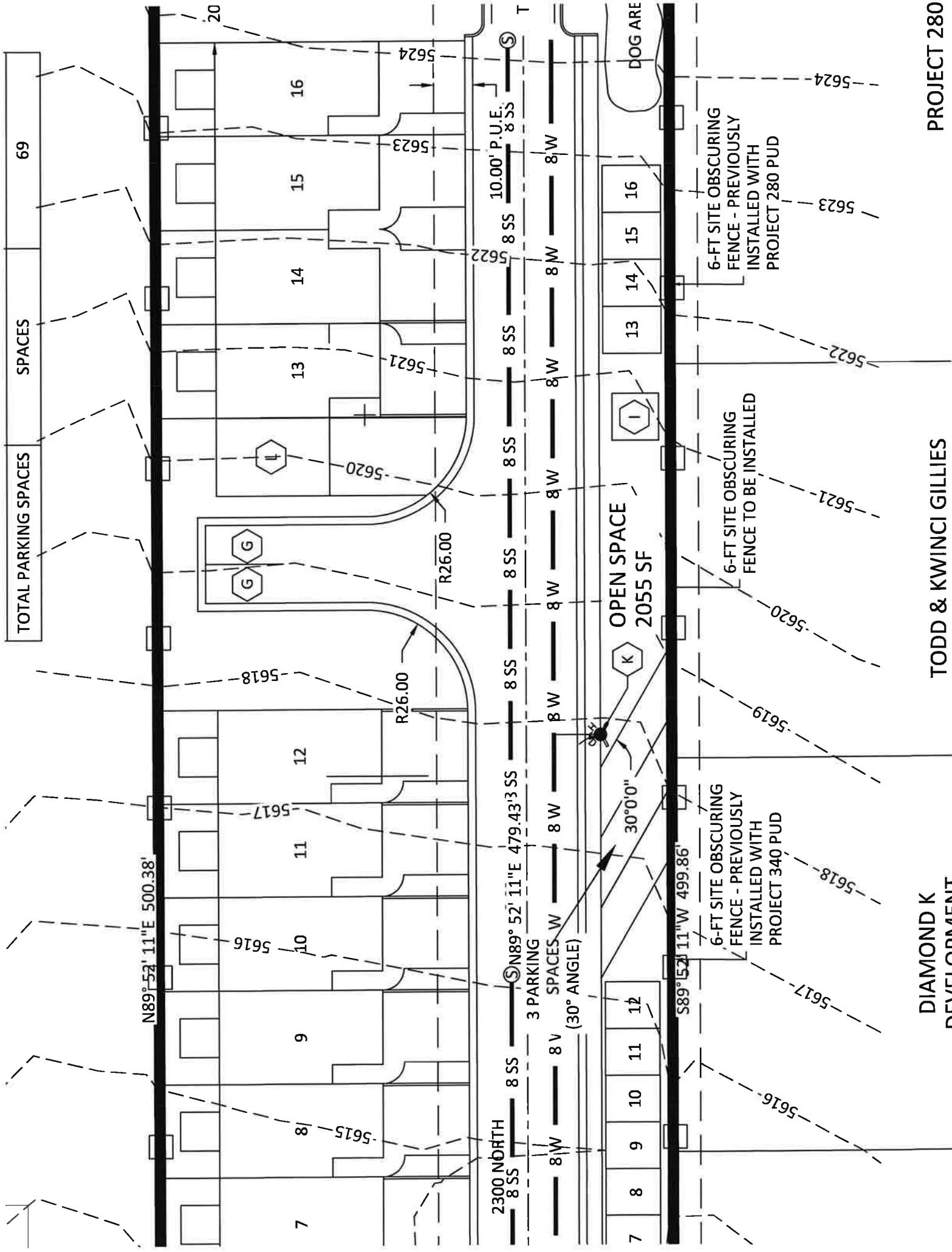
	AYE	NAY	ABSENT	ABSTAIN
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City



CEDAR CITY COUNCIL

AGENDA ITEM – 7

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Dedicating 20-foot-wide public utility easement on Old Highway 91 (Cedar Blvd)

DISCUSSION:

With the work on Rocky Mountain Power has been doing along Old Highway 91 (Cedar Blvd) to bury power lines, Rocky Mountain Power has sought to place the power lines within the expected PUE of the to-be-developed master planned road. The City owns one of the affected parcels, the location of our southern welcome to Cedar City monument sign.

Please note that the PUE will be created by deed, but I have not yet received the deed to complete that process. You can approve the signing of said deed regardless of whether we've received it prior to your voting.

The Planning Commission gave a positive recommendation to this proposal.

Please consider whether to approve the dedication of a PUE on the south-east side of Old Highway 91 (Cedar Blvd).

3. PUBLIC HEARING

PUE – Created on
City Property
(Recommendation)

2000 South Old Highway

RMP / Daniel Forbes

Jett: May I get a point of clarification? Old Highway, is that the same as Old Highway 91?
Dan: It should be Old Highway 91. I call it the frontage road, but it's the same, Old Highway 91 on the east side of the highway.

Jett: I just couldn't figure out where Old Highway was in the city. If I say what this is, you'll know it.

Dan Forbes: from Rocky Mountain Power, first of all. This is my first time, too. This is the property where the Welcome to Cedar City billboard is that the city owns. I recently came down here from the Salt Lake office to run Southern Utah right-of-way and easement section for the Cedar City office. Rocky Mountain Power has plans to remove all the power lines on the above-head power lines along that road. From Shurtz Canyon Drive south to the little overpass south of town. They're going to bury all the power that's there. It'll be kind of nice to have all those lines buried. Part of that is we run power to this sign. From the north the power is going to terminate at this sign. We need to create, we already have easements above this in the same location north of there, but we need the city's permission to put PUE there. So, we can bury the power. If you look, we've taken into consideration, I've talked to Kent quite a bit about this, and with Platt and Platt. We've taken into consideration the widening of that road. It's 36 feet approximately so the road will have to be widened to the east. We've moved this proposed easement to the east 20 feet back of the fence line. There will be plenty of room for the new road expansion. That includes also a curb and gutter and sidewalk. The PUE will be outside of the sidewalk, and the road expansion, and the power would be buried there. That's essentially it. We have most of the other easements already for this project. The city is one of the last ones to get on board. That's all I have. Jett: Kent, any issues?

Kent: No, we've spoken about this to some extent with Dan, and we're comfortable with what's being proposed.

Jett: Randall, we're within the law?

Randall: Yeah, this is probably the third PUE we've done in the last six months. I think two of them were Rocky Mountain. So, this is just one of those that serve us as much as it serves anyone else. Doing a PUE rather than a specific one for just one entity makes sense alone here, because eventually we're going to want a lot of lines probably running through there. Including some of our own, as more of this develops.

Dan: All the easements we've created are non-exclusive easements. In case they're not PUEs, like north in Royal Oaks on the Green, we have a 20-foot easement there. It's non-exclusive, so it's not just for us. It's for anybody who needs to put it.

Randall: Yeah, and any of the ones that run along our rights-of-way, we prefer a PUE approach. Any of the ones that run into our properties, we ask for a singular one, so we don't have to grant them to everybody who wants to come in. This one makes perfect sense as a PUE.

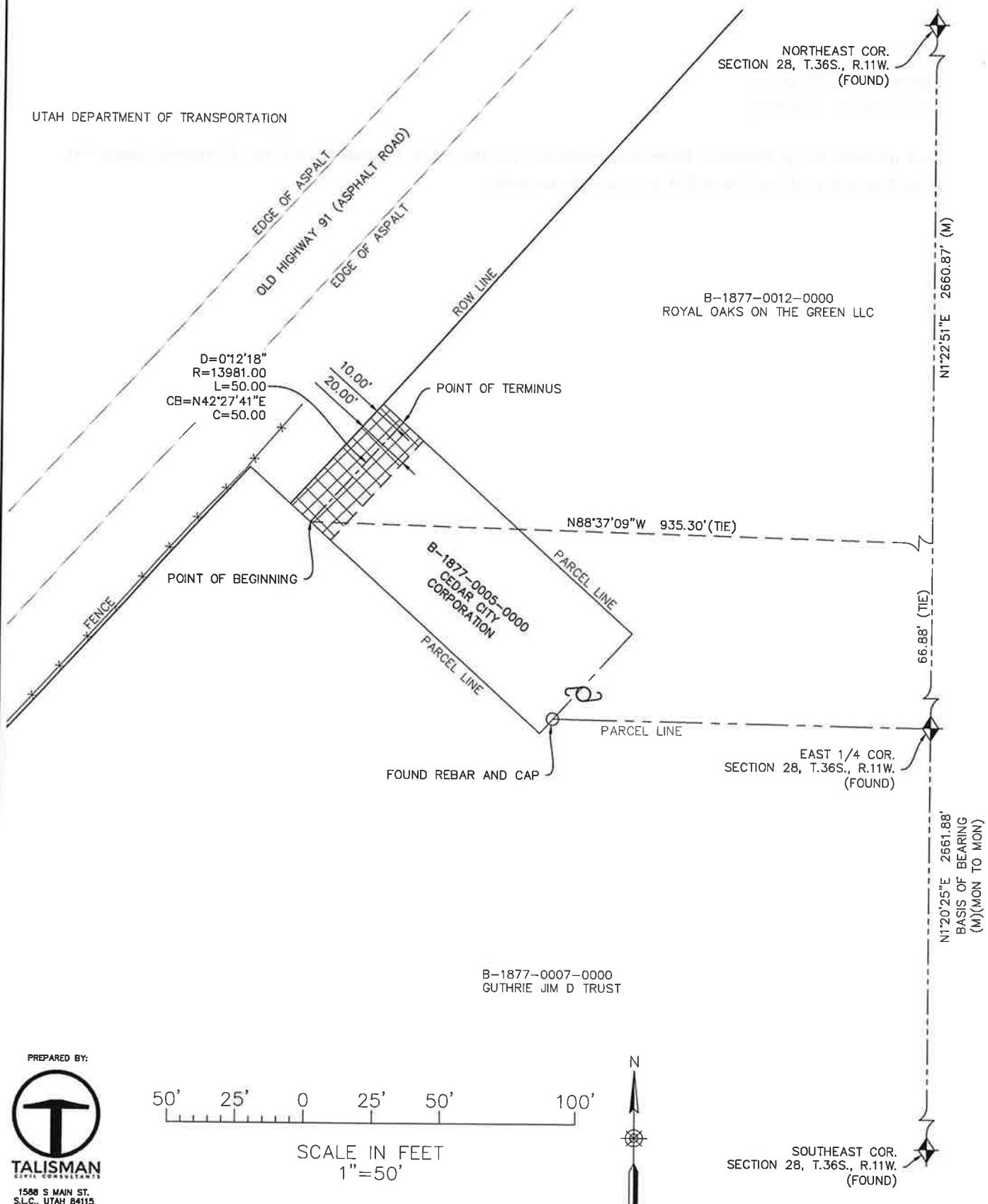
Dan: Thanks. Anything else, Kent?

Webster: Satisfied. Well, thank you, Daniel.

*Open Public Hearing
Close Public Hearing*

**Jett motion for a Positive Recommendation on the PUE Created on City Property, item #4;
Hitz seconds; all in favor for a unanimous vote.**

UTAH DEPARTMENT OF TRANSPORTATION



NO.	DATE	REVISIONS	ENGINEER	DES./ DR.	CHECKED	APPROVED
EASEMENT EXHIBIT						
DISCIPLINE ENG.	PROJ/ER#	PARCEL B-1877-0005-0000				
	PL#	CEDAR CITY CORPORATION				
PROJECT ENG.	DATE: 2025-05-08	IRON COUNTY, UTAH				
	ENG:	NE 1/4 SEC. 28 T.36S., R.11W. SLB&M				
APPROVAL ENG.	DR:					
	CH:					
SCALE:	1"=50'	SHEET 1 OF 1		REVISION		

CEDAR CITY COUNCIL

AGENDA ITEM – 8

TO: Mayor and City Council

FROM: City Attorney

DATE: August 18, 2025

SUBJECT: Fee schedule change for water meters and strainers

DISCUSSION:

The City's cost in purchasing water meters and strainers increased in July, so Public Works seeks a change to the fee schedule to cover those increases. Please consider the attached resolution increasing the fees charged.

CEDAR CITY RESOLUTION NO. 25-0827-
A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY
Fee Schedule for Water Meters and Strainers

WHEREAS, Cedar City maintains a fee schedule showing fees the City charges for various services; and

WHEREAS, the City sets its water meter and strainer fees based on the cost to the City to obtain them from the manufacturer; and

WHEREAS, the City's costs to obtain new water meters and strainers increased in July 2025; 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 August, 2025.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
RECORDER

Exhibit #1

Cedar City Resolution No. 25-0827-

CEDAR CITY CORPORATION

Proposed Fee or Rate Increase

FY 2025-26

CEDAR CITY
CITY COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET

To: Redevelopment Agency

From: City Engineer

Council Meeting Date: August 20, 2025

Subject: **Consider bids for the South Main Street Lighting Project Phase 2.**

Discussion: This project is the second phase of installing street lights along South Main Street with funding that is currently in place in the RDA fund. This phase involves starting at the end of phase 1 (approximately 977 South Main St) and continuing south to Cedar Knolls intersection with 18 new street lights on both sides of Main Street.

Local contractors and suppliers were notified of this project via email, advertisement in the Spectrum newspaper, and on the City's website. The bid documents were requested by 5 contractors, 2 suppliers, and 5 plan rooms. Cedar City received one (3) bid for the project. The following table shows a summary of the bids that were received.

	Advanced Construction and Design LLC	Skyline Creations, Inc	Doug Hunt Construction Inc
REGULAR BID ITEMS AMOUNT:	\$ 421,537.50	\$ 383,545.00	\$ 432,696.25
ADD ALTERNATE BID ITEMS AMOUNT:	\$ 85,375.00	\$ 68,725.00	\$ 85,191.25
TOTAL COMBINED BID AMOUNT:	\$ 506,912.50	\$ 452,270.00	\$ 517,887.50

If this bid is awarded it would be on the condition that the Contractor provides the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Contractor.

The table on the next page provides a summary of the proposed budget for this project:

**South Main Street Lighting Project Phase 1
Project Funding
(Account #57-40-730)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding –</u>			
RDA Fund – Account #57-40-730	\$516,000		
<u>Expenses –</u>			
Construction Contract Phase 1		(\$452,270)	
Materials Testing		(\$2,200)	
Misc./Contingency		(\$30,000)	
Totals –	\$516,000	(\$484,470)	(\$31,530)

Bid Tabulation

Project: South Main Street Lighting improvements Phase 2

Bid Date: Friday, August 15, 2025 @ 3:00 PM

Item	Description	Unit	Estimated Quantity	Advanced Construction and Design LLC		Skyline Creations, Inc		Doug Hunt Construction Inc	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Demobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00
2	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00	\$ 20,000.00	\$ 20,000.00
3	Surveying/Layout	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
4	Remove Concrete Sidewalk	Sq. Ft.	375	\$ 11.00	\$ 4,125.00	\$ 5.00	\$ 1,875.00	\$ 10.00	\$ 3,750.00
5	Construct Concrete Sidewalk	Sq. Ft.	375	\$ 11.50	\$ 4,312.50	\$ 10.00	\$ 3,750.00	\$ 20.00	\$ 7,500.00
6	Remove Existing Light Pole	Each	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
7	Provide and Install Street Light (C5)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
8	Provide and Install Street Light (C6)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
9	Provide and Install Street Light (C7)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
10	Provide and Install Street Light (D1)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
11	Provide and Install Street Light (D2)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
12	Provide and Install Street Light (D3)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
13	Provide and Install Street Light (D4)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
14	Install Street Light (B3) (20') (City will provide pole, arm, slip base and anchor bolts, Contractor to provide light head assembly)	Each	1	\$ 8,300.00	\$ 8,300.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00
15	Provide and Install Street Light (B4)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
16	Provide and Install Street Light (B5)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
17	Provide and Install Street Light (B6)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
18	Provide and Install Street Light (B7)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
19	Provide and Install Street Light (B8)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
20	Provide and Install Street Light (B9)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
21	Provide and Install Street Light (B10)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
22	Provide and Install Streetlight Junction Box	Each	15	\$ 1,150.00	\$ 17,250.00	\$ 950.00	\$ 14,250.00	\$ 1,065.00	\$ 15,975.00
23	Provide and Install 2-Inch Conduit & Directional Bore	Feet	3,165	\$ 50.00	\$ 158,250.00	\$ 48.00	\$ 151,920.00	\$ 52.25	\$ 165,371.25
24	Landscape Restoration	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
25	UDOT Encroachment Permit	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 11,500.00	\$ 11,500.00
26	Remove and Replace 30-inch Type "A" Curb and Gutter as needed for conduit installation per Cedar City Detail C1	L.F.	50	\$ 150.00	\$ 7,500.00	\$ 95.00	\$ 4,750.00	\$ 70.00	\$ 3,500.00
27	Remove and Replace 6-inch thick reinforced concrete driveway including drivable sidewalk per Detail C3.	S.F.	100	\$ 50.00	\$ 5,000.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00
28	Remove and Replace 7-inch thick UDOT Specified Asphalt Mix including saw cutting existing, tack coat and seal coat. All work within the UDOT right-of-way must be done according to UDOT requirements. All materials for this bid item must be furnished and install by the contractor.	S.F.	100	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00	\$ 56.00	\$ 5,600.00
29	Remove and Replace 2.5-inch thick Asphalt Mix including saw cutting, tack coat and seal coat for commercial drives/parking areas. All materials for this bid item must be furnished and install by the contractor.	S.F.	100	\$ 35.00	\$ 3,500.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00

Add Alternate Bid Items

Add Alt 1	Traffic Control (for lights D5, D6, D7)	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
Add Alt 2	Surveying/Layout (for lights D5, D6, D7)	LS	1	\$ 650.00	\$ 650.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
Add Alt 3	Remove Concrete Sidewalk (for lights D5, D6, D7)	Sq. Ft.	75	\$ 35.00	\$ 2,625.00	\$ 5.00	\$ 375.00	\$ 10.00	\$ 750.00
Add Alt 4	Construct Concrete Sidewalk (for lights D5, D6, D7)	Sq. Ft.	75	\$ 92.00	\$ 6,900.00	\$ 10.00	\$ 750.00	\$ 20.00	\$ 1,500.00
Add Alt 5	Provide and Install Street Light (D5)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
Add Alt 6	Provide and Install Street Light (D6)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
Add Alt 7	Provide and Install Street Light (D7)	Each	1	\$ 10,500.00	\$ 10,500.00	\$ 8,500.00	\$ 8,500.00	\$ 10,000.00	\$ 10,000.00
Add Alt 8	Provide and Install Streetlight Junction Box (for lights D5, D6, D7)	Each	3	\$ 1,150.00	\$ 3,450.00	\$ 950.00	\$ 2,850.00	\$ 1,065.00	\$ 3,195.00
Add Alt 9	Provide and Install 2-Inch Conduit & Directional Bore (for lights D5, D6, D7)	Feet	665	\$ 50.00	\$ 33,250.00	\$ 50.00	\$ 33,250.00	\$ 52.25	\$ 34,746.25
Add Alt 10	Landscape Restoration (for lights D5, D6, D7)	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00

REGULAR BID ITEMS AMOUNT: \$ 421,537.50 \$ 383,545.00 \$ 432,696.25

ADD ALTERNATE BID ITEMS AMOUNT: \$ 85,375.00 \$ 68,725.00 \$ 85,191.25

TOTAL COMBINED BID AMOUNT: \$ 506,912.50 \$ 452,270.00 \$ 517,887.50

**CEDAR CITY
CITY COUNCIL AGENDA ITEM *10*
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Shane Johnson

Council Meeting Date: August 20, 2025

Subject: **Consider bids for the Cemetery Renovation Phase 3R Project**

Discussion: The Cemetery Renovation Phase 3R project is a continuation of previous projects completed earlier this year and in 2024 to upgrade roadways within the cemetery. Bids were opened on Friday, August 15, 2025. An exhibit is attached which shows the location of Phase 3R.

Local contractors and suppliers were notified of this project via email, newspaper advertisement, and on the City's website. The bid documents were requested by 16 contractors, 2 material suppliers, and 5 plan rooms. Cedar City received nine (9) bids for the Cemetery Renovation Phase 3R project.

The attached bid tabulation shows a summary of the bids that were received. Noted on the Bid Tabulation are several informalities with submitted bids. The low bidder, Viking Excavation, did not submit the first sheet of the Bid Form sheets with their bid and their bid schedule was not signed; however, they did provide the Bid Schedule with all bid prices filled in and the signed Addendum #1. If the City Council chooses to waive the informalities, Staff recommend awarding to the lowest bidder, Viking Excavation, Inc. in the amount of \$282,392.29.

If this bid is awarded it would be on the condition that the Contractor provides the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Contractor. The following table provides a summary of the proposed budget for this project:

Bid Summary		
Viking Excavation, Inc.	\$	282,392.29
Skyline Creations Inc.	\$	378,801.00
Nelson Excavating	\$	398,049.00
Advanced Construction and	\$	399,941.22
Precision Contracors, Inc	\$	421,926.61
Southern Utah Paving	\$	431,203.44
John Orton Excavating Inc.	\$	442,125.03
Doug Hunt Construction	\$	483,344.76
Progressive Contracting, Inc	\$	494,611.90

The table on the next page provides a summary of the proposed budget for this project:

Cemetery Renovation Project Phase 3R
Project Funding
(Account #10-83-732)

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding</u> –			
Cemetery Renovation – Account #10-83-732	\$400,000		
 <u>Expenses</u> –			
Engineering Design Contract Phase 3R	(\$30,000)		
Construction Contract Phase 3R	(\$282,392)		
Tree Removal Cost	(30,000)		
Materials Testing	(\$3,000)		
Engineering Desing Contract Phase 4R (est)	(\$30,000)		
 Totals –	\$400,000	(\$375,392)	\$24,608



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

To: Mayor and City Council

From: Shane Johnson

Council Meeting Date: August 20, 2025

Subject: Consider proposal for the Traffic Studies 2025 Project

Discussion: The Traffic Studies 2025 project is a combination of 3 separate studies located at Cedar Middle School, Fiddlers Elementary School and the intersection of 600 South and 1100 West.

Consultants were notified of this project via email, newspaper advertisement, and on the City's website. The proposal documents were requested by 9 consultant firms, and 3 plan rooms. Cedar City received one (1) proposal for the Traffic Studies 2025 project from Hales Engineering. Based on their qualifications, Staff recommends award to Hales Engineering.

The chart shown below provides a summary of the estimated costs for the separate areas to be studied. Note that the Iron County School District was contacted regarding the studies at Cedar Middle School and Fiddlers Elementary School and verbally agreed to cover half of the cost of these studies.

Study	Account No.	Budget Amount	Hales Engineering proposal
600 South/1100 West* (signal warrant)	10-81-310	\$15,000.00	\$6,313.33
Fiddlers Elementary School	10-81-310	\$10,000.00	\$14,773.33
Cedar Middle School (ped crossing)	10-81-310	\$8,000.00	\$8,413.33
Total Amount		\$33,000.00	\$29,500.00

The total proposed cost from Hales Engineering is within the total budget for all 3 studies. However, the cost for each study will need to be revised in the upcoming Budget Revision to make sure that each individual project has sufficient funds.

If this bid is awarded it would be on the condition that the Contractor provides the required executed bonding, insurance documents, immigration status verification, and that the Mayor be

authorized to sign the agreement with the Contractor.

The table on the next page provides a summary of the proposed budget for this project:

**Traffic Studies 2025 Project
Project Funding
(Account #10-81-310)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding</u> –			
Traffic Studies: 600 S/1100 W Acct#10-81-310	\$15,000		
Traffic Study at Fiddlers Elementary: Acct#10-81-310	\$10,000		
Traffic Study at Cedar Middle (ped Xing) Acct#10-81-310	\$8,000		
<u>Expenses</u> –			
Engineering Study Contract		(\$29,500)	
Totals –	\$33,000	(\$29,500)	\$3,500

