



# Cedar City

10 North Main Street • Cedar City, UT 84720  
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to [www.cedarcityut.gov](http://www.cedarcityut.gov)

## **CITY COUNCIL WORK MEETING** **OCTOBER 22, 2025** **5:30 P.M.**

### **Mayor**

Garth O. Green

### **Council Members**

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

### **City Manager**

Paul Bittmenn

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

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
    - Proclamation Declaring November as Homeless Youth Awareness Month
  - Staff Comments
- IV. Public Agenda
  - Public Comments

### Business Agenda

#### Public

1. Public hearing to consider a General Plan change from Low Density to Medium Density, Low Density to High Density, Medium Density to Low Density, Medium Density to High Density, Medium Density to High Density, and High Density to Medium Density in the vicinity of 800 North 3700 West. Platt & Platt/Randall McUne
2. Public hearing to consider zone changes from R-1 to R-2-1, R-1 to RN, R-2-1 to R-2-2, R-2-1 to RN, R-2-2 to R-1, R-2-2 to R-2-1, R-2-2 to RN, RN to R-2-2 in the vicinity of 800 North 3700 West. Platt & Platt/Randall McUne
3. Public hearing to consider an ordinance amending a development agreement for a property located at approximately 800 North 3700 West. Platt & Platt/Randall McUne
4. Public hearing to consider a General Plan change from Highway/Regional Commercial to Central Commercial in the vicinity of 1157 S Main. /Randall McUne
5. Public hearing to consider a zone change from Residential Dwelling – Two Unit (R-2-2) to Central Commercial (CC) in the vicinity of 1157 S Main. /Randall McUne

#### Staff

6. Consider the purchase of a 2026 International Plow truck Chassi for \$172,056.47. Eric Witzke
7. Consider road dedication of 100 East south of 900 North. Kent Fugal/Randall McUne
8. Discussion on the Wastewater Effluent Reuse Study. Jonathan Stathis
9. Martins Flat well discussion. Jonathan Stathis
10. Water well exploration locations. Mayor Green

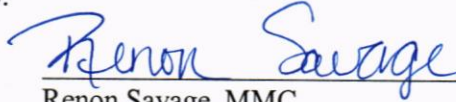
Dated this 20<sup>th</sup> day of October 2025.

A handwritten signature in blue ink that reads "Renon Savage". The signature is written in a cursive style and is positioned above a horizontal line.

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 20<sup>th</sup> day of October 2025.

A handwritten signature in blue ink that reads "Renon Savage". The signature is written in a cursive style and is positioned above a horizontal line.

Renon Savage, MMC  
Cedar City Recorder

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

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

CEDAR CITY COUNCIL

AGENDA ITEM – 1, 2, 3

TO: Mayor and City Council

FROM: City Attorney

DATE: October 17, 2025

SUBJECT: Requested General Plan and zone changes and development agreement amendment for property located at approximately 800 North 3700 West (Cedar 106)

DISCUSSION:

This development (Cedar 106) has been to you multiple times with the most recent two in September and August to vacate a street and to amend the development agreement. I let you know then that more was coming. This is, hopefully, the last of it. These three items essentially rotate the location of the zones without changing the number of units allowed. The changes requested would amend the General Plan and zoning map to accommodate the new boundaries. This property is surrounded by residential, commercial, and industrial.

Due to some notice issues, the Planning Commission could not vote on these issues at their October 7<sup>th</sup> meeting. The minutes from their discussion are included, but I'll need to update you on their final vote, which is currently set to occur on October 21<sup>st</sup>.



Rick: Well, we have been in conversation with the future, and we've started to identify those things that we would like to include. So, the city has a comfort level as well as the future developers. You will see the things that, in a normal development agreement, you're going to be very pleased with. We are too. There'll be some negotiating. We'll get to that point. What this doesn't do is this gets us nowhere. That's why it needs to get out of the way so that we can do exactly what you're talking about.

Kent: Okay, because the current development agreement envisioned a different type of project.

Rick: Yes, it did.

Webster: Commission, any questions?

*Open Public Hearing*

*Close public Hearing*

Randall: Can I just add one little thing?

Webster: Yes, of course.

Randall: Again, we don't need the addendum to remain, and it would be weird to terminate the initial agreement and keep an addendum. The reason why the addendum was there. I'm assuming you guys are aware of, which is there are sometimes old lines. I think in this case there was a water line that nobody had marked on a map. They've discovered it as they were doing the real work in the real world. The addendum was more of just kind of a duty of parties of what to do. Most of those duties are just set by common law anyway. They're already there as to what they must do to move a water line. That's the only thing I would ask you guys to pay attention to when you start digging down. Watch for lines.

Rick: If I may, we've been working on a new ALTA survey with all this. This is included, and we identify all of those right now as we speak.

Randall: Again, those are ones that they obviously don't want those easements running through the middle of any large buildings they may put in. The city doesn't want them there either. The typical duty of moving an easement is the cost is on them, and that's exactly what this agreement basically was. That we wouldn't they would move any of ours, and we would agree to moving, and we would not try and use a third party, say an electric or gas going through that we don't own, and try and use the city's coercive power to stop those companies from moving them. Which we're not going to do anyway. It helped the developers feel more comfortable in the previous one. I just wanted to make sure that everybody was aware that that was why that addendum was there, and again, we're fine with it being removed.

Rick: Okay. Thank you.

**Davis motions for a Positive Recommendation to dissolve the DA contingent upon the closing and sale of the property at 1221 South Main Street; Lunt seconds; all in favor for a unanimous vote.**

**5. PUBLIC HEARING**

General Plan Amendments  
Platt

Approx 800 North 3700 West

Cedar 106 / Platt &

Low Density to Medium Density,  
Low Density to High Density,  
Medium Density to Low Density,  
Medium Density to High Density,  
Medium Density to High Density,  
High Density to Medium Density.  
(Recommendation)



6. PUBLIC HEARING

Zone Changes from  
Platt

Approx 800 North 3700 West

Cedar 106 / Platt &

R-1 to R-2-1, R-1 to RN,  
R-2-1 to R-2-2, R-2-1 to RN,  
R-2-2 to R-1, R-2-2 to R-2-1,  
R-2-2 to RN, RN to R-2-2.  
(Recommendation)

7. PUBLIC HEARING

Development Agreement-Amendment  
Platt  
(Recommendation)

800 North 3700 West

Cedar 106 / Platt &

Don: The project proponent sent out their notices. We staked it, but our public notice that goes to the state website, et cetera, did not have all these zone changes listed. I think we can table it, and Randall, if I correct me if I'm wrong, we will re-notice it the 21st.

Randall: Correct. Then just to let you know, timing-wise. That one's on the council tomorrow. This one as well, because we don't want to slow down this project any more than reality is already making it slow down. Again, it was just an oops in this case. The council will address this next item on the 22nd and 29th, if I've got my dates right. It wouldn't be a bad thing for you to discuss today. You just can't take a vote, because we have too many items, too many parts of this that were not published. Discussing is not a bad thing, because if there's anything that's on the minutes from today's meeting, they'll probably end up in the council's packets for the 22nd. What happens on the 21st, when you discuss this and vote, we'll just have to verbally inform them. Not a bad thing to discuss. Just don't vote.

Jett: Before we move on, can I ask a question? Are any of these changes going against the master plan.

Randall: Yes. Number five is a change. To oversimplify this used to be Plum Creek, now Cedar 106.

Please don't change it again. The council negotiated this ad nauseum four years ago. About exactly how much density, how much use, everything else. All they're doing, if I have my information correct, is we're just switching it. It used to be this way, now the zones are going to go this way.

Mike Platt: The densities are staying the same. The number of units are staying the same. It's just the way we're configuring the parcels.

Randall: It's like someone hit that rotate page button on PDFs.

Decker: I like your description.

Mike: Yeah, it's basically what it is. If you pull up the map.

Webster: Mike, would you introduce yourself?

**Mike Platt:** with Platt&Platt.

Webster: Thanks.

Don: I put together a quick PowerPoint. Maybe go to that one please Kent.

Mike: Yeah, so that's the old configuration, and that's the new configuration. Everything's running north and south with the new zone, the new master plan. The old ones are just kind of rectangles running east and west.

Jett: May I ask what the reason is.

Mike: Yeah, because we vacated Walt's Way.

Jett: Say it again.

Mike: We vacated the road. Vacating the road because 800 North was built. Now it gives them frontage on 800 North, and that plays into part what Kent and the engineering department and I have been discussing. The interconnectivity between all the parcels. This ties everything together and will give us, in my opinion, when we go to design the actual parcels, a better product. Of how we can keep people circulating through the neighborhoods and utilizing our space.

Burgess: The vertical parts are the zoning. What are the colors?

Mike: Those are the old ones. It's the same acreages, the same densities. Everything stayed the same. We're just rotating it, basically.

Kent: You can see that the way the old zones lay out were based on the roadway alignment that has since been vacated, right? Now, with that being vacated, they're getting their frontage from 800 North. That's the reason for that difference. In the development agreement amendment that already came through that you guys saw earlier. We had the wording in there about having connectivity between these parcels and to the undeveloped property to the north. That's all covered in that development agreement. Now we're just trying to get the general plan and zoning lined up with the new arrangement of the parcels.

Webster: To you it makes sense.

Kent: Yes, it works for us. We've been through this with Mike quite a bit, and I think we're comfortable with what he proposed.

Don: The table to your top left, that's the old number of units and acreages. Even though everything has shifted quite a bit to Randall's point, there's almost no difference. The units remain the same. What are we talking about, a tenth of an acre there? Mike, something less than that.

Mike: That makes sense because the road went away. The minute we put the road back in the development.

Don: No difference in the number of units. I don't think staff have an issue with it.

Randall: The only thing that I would note, and this is always your question on general planning and zoning is what are you putting next to what? Directly the south of this is what we've been talking about a bit for the Amber Industrial. Then above this is going to be residential. Obviously, the east side of this development itself is commercial. All it is your question is does it matter to you, I think R1 initially was top left. Kent, can you go back to the color coded.

Mike: This is the Iron Crest Development at R-1. We're putting R-1 next to R-1. We're not touching. I mean, we're not doing anything with this partially zoned R-2-2 to it. R-1 next to R-1, then we're going to feather to the east with R-2-1, RNZ, R-2-2, R-3-M. Then we're going to have it. We have a subdivision coming through with commercial right here off Lund Highway. It makes sense as a subdivision should go next to the higher travel roads. You should have your commercial and your higher density.

Randall: That's the only question that is whether you have any problems with what those are now going to be touching. On the north of 800 North, I don't even know if you even have any thought process if this is a problem. It's just a question of whether you care about the industrial to the south, but all of it was going to be residential anyway. I'm not sure how much of a difference it makes. If you care if R-1 versus R-2-2 is next to industrial, the result's probably about the same. Honestly, I think all of this is thanks to Phil Schmidt's generosity in finishing the road more than he had to.

Webster: Any questions?

Decker: No, it makes sense.



*Open Public Hearing*

**Carter Wilkey:** I just have one quick question. This is either a big question for Kent or Randall. In a situation like this, and this is something I think we need to address as a city. When we talk about the only difference between this plan and the other one with the main road going through the middle, it is when we come to that 80-unit situation for access. Does each one of these have to have, so if this chunk right here had more than 80 units, do they have to have two to down here? How does that work? Then the other question is all of these. We'll start with that question first.

Mike: Can you address that question?

Kent: Of course.

Mike: Have you driven 800 north? Yeah, we do have little curb cutouts right here. There's three of them that take you to the north. Then if we do reach the maximum allowable, that's called the 80 units at that time, and I will discuss, do we need to put another entrance in there? We still must live by the 80 units.

Randall: Yeah, so that 80 still exists.

Carter: Does 80 exist for every individual type of zoning?

Randall: No, it's based on each access point. We would ignore any of the zones or anything like that in determining the 80. It's literally okay, we've got one connection to 800. That connection can have up to 80. As soon as it hits 81, it needs a second access point, whether it's the same zone, different zone, different ownership, same ownership. It's all about does each connection have more than 80. In which case we require a second connection. But there's interconnectivity that's supposed to happen in these. We just didn't define what.

Kent: The street here will still extend into the development to some extent. There will be an interior street network that will help tie all that together.

Carter: Well, and I would imagine there will be a street somewhere in here.

Kent: That is an issue they'll have to pay attention to as they're looking at what the phasing is going to be of any of these is making sure, we don't exceed 80 without a second access.

Carter: Because the other thing that starts to come concerns me in this. This is a different discussion for a different day. Is looking at things at things a whole. Yes, each access might have 80, but then total means you're putting potentially hundreds here and where it hits 3900 out here. There are only two exits. I'm curious if we need to start looking at things as massive developments as a whole of how many people.

Yes, there might be 80 coming in out of this individual subdivision, but back to the main road, how many accesses do we have.

Randall: You're looking at the overall master plan concept for transportation. You can even see it now on Main Street. Main Street feels infinite to everybody. It doesn't feel so infinite anymore.

Don: That is on our radar, Carter. We agree on staff level. We've got to look at our ordinances regarding connectivity through the subdivisions. We just can't keep looping off these master plan roads. It's killing us.

Randall: If you must go down to 800 to see your neighbor who's two houses away, that's a problem.

Carter: I guess now thinking about it, they'd have three, because 800 would come out this way. They'd have 800 going that way, then if there was a connection here. Then yes, you'd technically have this one going out that way.

Kent: That was part of the reason why we had suggested and were glad to get included that there would be connectivity also provided to the north. That long strip of ground south of Equestrian and Point West, doesn't wind up as just one long strip that you just have access to at each end. We want that interconnectivity. That provides additional ways in and out for everybody. That was part of the thinking there.



Carter: Well, and then as we're looking at it. What I don't want to see in talking about the intercontinental. I don't want to be able to see a street coming into this subdivision count as an exit for this subdivision. I don't want one subdivision to just push their 80 into another subdivision, which then pushes it out. You see what I'm saying? If these guys were building up here, does their 80 count? Does an exit into this subdivision count as their 80?

Randall: It can.

Carter: That's what I don't like is we just keep compounding it.

Don: We want those connected, Carter. We want those subdivisions to circulate.

Carter: I don't disagree with that. I just don't want that to be the only way to get out.

Randall: It won't be the only, but it will be one of them. Again, they size the streets based on that expected traffic that's coming through. This one, because of the changes to the development agreement, is probably going to be better than almost anything else we have in the city. Normally we don't have any say on that. We get the bare minimum our ordinance allows. This previous third amendment, whatever it was, to this gave us more authority than we have normally.

Don: Would you go to another slide there, Kent? This might help the discussion. What I see is kind of the most important part of the DA, that the part that's in black, that came from the last amended DA, and this was the circulation component that we were talking about. This gives us some degree of authority to say, hey, we've got to make this thing work. Then we also added, now the language you see there in red, this is something we added as far as limiting the number of accesses off 800. I shouldn't say limit but get proper distancing between those accesses. 800 is going to be a busy road. We don't want to see homes fronting 800 with driveways every 50 feet and folks backing out. We'll want those double-fronted lots there to not have access. The last thing we put in there was, because of that industrial that we are going to see, I'm sure it'll take off. We should be able to do that should have a wall there as well. Those are the last few things that we added.

Carter: Thank you.

**Tom Jett:** In parts of Cedar City, right now this will be basically an independent subdivision. This will be an independent subdivision. Is that how I'm kind of understanding?

Randall: It could be multiple.

Mike: It's just like a regular zone.

Jett: Oh, I get it. I've given thought for several years and I've never had an opportunity to really bring this issue up. I think it's something that should be considered. I'm not big on rules and laws, but we're trying to get to a more active and active society and active community and so forth. If young Sally here lives here and she wants to go see Cindy or Billy or whatever over here, she must come out onto the 800. You go over where like Kerry Jones used to live over at 800, or over here off 800 West going along where Steve Woods lived and goes up to North Elementary and so forth. There's a little trail system that runs right through those subdivisions. Instead of you having to walk out like this and come out like this and so forth. It'd be neat if subdivisions in the future. I realize I don't want to give people's property away, but some type of way that the city can financially incentivize a trail system that would just go right through here to make it so it a straighter shot. Now, I'm not suggesting six-foot walls on both sides and so forth. That creates a little bit of an issue. People say, hey, I don't want somebody next to me, but maybe they do, just for their easier walks and so forth. That's just something I've had in my mind for many years, even before I was on this commission. If you guys just take and give some thought to that, and maybe the staff give some thought to it, how could we possibly financially incentivize the developer to do something creative to make the community a little bit better and little bit more walkable? Thank you.

Kent: In this case Tom the in the development agreement talks about that east-west connectivity between



these zones. That helps provide at least part of what you're talking about dedicated facilities that are more of your bike pad. That's not addressed in that development agreement but that's certainly something that we can encourage. We feel like we have a good situation here where we have a development agreement that addresses the issue of that east-west connectivity as well as connectivity to the north to address the very things that you're talking about.

Jett: I'm not picking on this subdivision I think this is a seems to be a neat layout but someday interest rates can go down and we're going have a boom again of something subdivisions. It'd be kind of neat if we could offer some level of creativity into the community and those subdivisions. Again, I'm not asking for this to be put on the developer. I'm asking this to be us to offer the carrot to help with some of these projects and types of stuff. Thank you.

Kent: Yeah, thank you for the suggestion.

Don: I did want to add one last caveat. I didn't mention on that slide, the original DA had a five-acre set aside for a park. Now, we don't have that detail that was in the first DA, but that is added into this third rendition of the DA.

**Sean Wharton:** I am one of the developers, and I just want to come say hi, mostly. Randall got me up here because he says that Phil Schmidt did a nice job on the road, but Phil just did the labor. We paid the money. I'm not sure who had the harder side of that deal.

Randall: We give credit to all.

Kent: Thank you for your contribution, Sean.

Sean: We made a major contribution. The reasoning, maybe you guys don't understand, but for me, when we started this process and we had the other road. We didn't have to build that road to the south. The road, the code changing and the ordinance changing that we were okay, now we must do this. It really was impactful on us from the city's changes. It made the development change, in my opinion. Because I can't afford to pay for two of those huge roads like that and make it economical. I don't know enough that anybody will ever afford to live there. For me, when I looked at this subdivision and that other road was there. I had a concern that we're funneling all the traffic down 900 out 300 feet from 800. Where your two big intersections, because 800 has a huge road. I don't know if you guys have seen it. The new road, my 400, 800 North, we have just built. Yes. It's huge. I just came back from Switzerland; it's made that thing seem huge. I don't know if you've been there lately, but it's a different world. That close, one lot away and filing everybody through 900, I think there may be a problem with traffic flow. Now we need a traffic light for another 100 yards. Where this design eliminates that from happening, and maybe all that R-3 zoning and apartment complex, these people are coming out 900, and it's less impactful. It's just my own observation, and I don't know if you guys have thought about the same stuff, but that's what's crossed my mind is we've changed the development, and I'd love to make the trail. I like the trail idea, and just the way Cedar City has been, and, if there's something in there, I could do it to help with that. I think coming across the front of it, or the middle of it, or whatever, I just want to connect into the trail system somehow would be a good plan, in my opinion. Thank you.

Webster: Any questions from the commissioners or staff?

Sean: I'm a little reluctant to open my mouth about 900 North. Because you put a big road across there you think maybe a traffic study might be required. I don't want to be as a developer, say oh we need you to do a traffic study. Because it's just a bunch of time and money. This is already this just changing has been a huge amount of time and money. I just want to share my real feelings if we really came through the middle of that and channeled at all and make a secondary entrance. It could be impactful on Lund Highway.

Jett: Just to say 900 won't be the concern. The concern out there is going to be this word called Lund



Highway for traffic.

Sean: I get it. Well, we'll make it wider as soon as I get my little central commercial piece and make a little bit of it wider for us. Thanks.

Webster: Thank you very much.

### *Close Public Hearing*

**Jett motion to Table The general plan amendments on Item 5, 6, and 7 at approximately 800 North and 3700 West; Davis seconds; all in favor for a unanimous vote.**

### **CITY ITEMS**

#### **8. PUBLIC HEARING General Plan Update**

**Water Use Preservation  
Element**

**Amber Ray**

**Amber Ray:** A lot of time is when we when the state changes things we kind of do some behind the scenes work and change things and bring it to you. On this one we would really like your input of any thoughts you might have or any things that come to mind as we talk about this. The state came out, and they wanted us to update our general plan with a water use preservation element that would help us in the future to make sure we are using our water wisely. They said that the plan needs to have four elements which are up on the screen, but I can read to them. The effect of permitted development or patterns of development on water demand and water infrastructure. They wanted us to show you what those effects are.

**Jett:** Is this a statewide request by the state not just our community not just the Water Conservation project?

**Amber:** Correct yes, we do need to work with the water conservation district. In developing this plan. The state came out and said you need to update and have this part of your general plan. We need to come up with methods of reducing the water demand per capita, for existing development and then also for future development and then, how we could eliminate some wasteful water practices. We have been working with Hal Engineering. They presented you know a little bit coming from what we need. What we would like is to take any of your feedback back to them and then on October 28th present to you a 90% draft from them. Then if there's any revisions needed at that time, then they will come in November to do a final draft for your recommendation for city council. Do you guys have any questions? I think Jonathan was going to come. He is here he can answer some questions.

**Kent:** Amber, did you want me to pull up any of the other pages of what was in the packet, or are we good.

**Amber:** I think we're good with this. The other part of the packet was just the 30% draft that they had kind of just started gathering some information, filling in the blanks of what we were asking. There were a couple ideas that basically Jonathan and Don and I have been working on this. We came up with, and Hal has come up with some landscaping ideas. We're thinking the extension has a lot of resources that we're going to highlight. The Conservancy District has some. You guys don't have to have input tonight, but yes, if you do I'll write it down.

**Lunt:** Is this all grades of water? I know we have water that the cemetery and those places use and then we have the wastewater out of the treatment. Is it for all grades of water? Or just culinary.

**Amber:** It is for the pressurized irrigation and the culinary. Most of the irrigation is our culinary water. I'm not sure if it's, it discusses anything about the wastewater treatment plant.



**CEDAR CITY ORDINANCE NO. 1029-25**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING  
CEDAR CITY'S GENERAL LAND USE PLAN FROM LOW DENSITY TO MEDIUM  
DENSITY, LOW DENSITY TO HIGH DENSITY, MEDIUM DENSITY TO LOW  
DENSITY, MEDIUM DENSITY TO HIGH DENSITY, MEDIUM DENSITY TO HIGH  
DENSITY, AND HIGH DENSITY TO MEDIUM DENSITY IN THE VICINITY OF 800  
NORTH 3700 WEST (CEDAR 106)**

**WHEREAS**, Cedar 106, LLC, the owner of the property at issue, located at approximately 800 North 3700 West, has petitioned Cedar City to change the current General Land Use Plan from Low Density to Medium Density, Low Density to High Density, Medium Density to Low Density, Medium Density to High Density, Medium Density to High Density, and High Density to Medium Density in the vicinity of 800 North 3700 West for 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). 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 Low Density to Medium Density, Low Density to High Density, Medium Density to Low Density, Medium Density to High Density, Medium Density to High Density, and High Density to Medium Density in the vicinity of 800 North 3700 West, 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. 1029-25, 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 September 2025.

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

**Exhibit A**

**Cedar City Ordinance 1029-25**

**- General Plan Change 800 North 3700 West (Cedar 106) -**



Area	Use	Acre	Current Zone	Received	Units per Acre	Number of Units
A	Commercial	8.1	N/A	N/A	As allowed by Ordinance	As allowed by Ordinance
B	Condos, Townhomes, & Apartments	10.79	N/A	N/A	19.91	304
C	Single Family Homes	10.45	R1 and R2-2	R2-2.1	3.96	77
D	Residential Neighborhood	14.89	R1, R2.1, & R2-2	R2-2	3.50	74
E	Residential Medium Density	22.78	R2-2	R2-2.1	3.50	148
F	Multi-Family	22.78	R2-2	R2-2.1	6.50	148
G	Senior Housing	22.78	R2-2	R2-2.1	6.50	148

LINE 48006 FEET  
CONTAINS 1

BEING AT A POINT LOCATED 8455+25' ALONG THE SECTION LINE 314+5 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 18 NORTH, RANGE 13 WEST, SALT LAKE BASIN AND FEDERAL ROAD POINT OF BEGINNING, 8453+00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 400 NORTH STREET, THENCE 8453+00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 400 NORTH STREET, THENCE 8453+00 FEET TO THE POINT OF BEGINNING.

TRANS 1/16 ACRES OF LAND



GENERAL PLAN CHANGE MEDIUM DENSITY TO LOW DENSITY

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, THENCE N.0°03'39"E. ALONG THE SECTION LINE 697.60 FEET, THENCE S.89°57'02"E. 710.87 FEET, THENCE S.0°00'35"E. 696.86 FEET TO THE SOUTH LINE OF SAID SECTION 5 AND THE NORTH LINE OF 800 NORTH STREET, THENCE S.89°59'25"W. ALONG SAID SECTION LINE AND SAID RIGHT-OF-WAY LINE OF 800 NORTH STREET 711.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.39 ACRES OF LAND.

GENERAL PLAN CHANGE LOW DENSITY TO MEDIUM DENSITY

BEGINNING AT A POINT LOCATED N.0°03'39"E. ALONG THE SECTION LINE 697.60 FEET AND S.89°57'02"E. 710.87 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, THENCE N.0°00'35"W. 632.82 FEET, THENCE S.89°56'22"E. 637.57 FEET, THENCE S.0°01'28"W. 632.69 FEET, THENCE N.89°57'02"W. 637.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.26 ACRES OF LAND

GENERAL PLAN CHANGE FROM LOW DENSITY TO HIGH DENSITY

BEGINNING AT A POINT LOCATED N.0°03'39"E. ALONG THE SECTION LINE 697.60 FEET AND S.89°57'02"E. 1348.06 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, THENCE N.0°01'28"E. 632.69 FEET, THENCE S.89°56'22"E. 147.76 FEET, THENCE S.0°01'24"W. 632.66 FEET, THENCE N.89°57'02"W. 147.78 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.15 ACRES OF LAND

GENERAL PLAN CHANGE FROM MEDIUM DENSITY TO HIGH DENSITY

BEGINNING AT A POINT LOCATED N.0°03'39"E. ALONG THE SECTION LINE 697.60 FEET AND S.89°57'02"E. 1495.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN, THENCE N.0°01'24"E. 632.69 FEET, THENCE S.89°56'22"E. 340.29 FEET, THENCE S.0°01'28"W. 809.69 FEET, THENCE N.89°59'31"W. 65.58 FEET, THENCE N.45°00'07"W. 250.68 FEET, THENCE N.89°56'32"W. 97.37 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.57 ACRES OF LAND

GENERAL PLAN CHANGE FROM HIGH DENSITY TO MEDIUM DENSITY



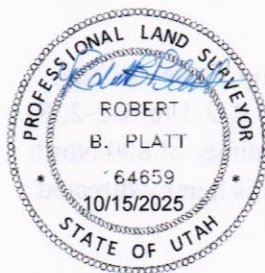
BEGINNING AT A POINT LOCATED N.89°59'25"E. ALONG THE SECTION LINE 1836.55 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, THENCE N.0°01'28"E. 518.63 FEET, THENCE S.89°59'31"E. 747.39 FEET, THENCE S.0°00'07"E. 518.40 FEET, THENCE S.89°59'25"W. 747.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.90 ACRES OF LAND.

GENERAL PLAN CHANGE FROM MEDIUM DENSITY TO HIGH DENSITY

BEGINNING AT A POINT LOCATED N.89°59'25"E. ALONG THE SECTION LINE 1348.59 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT IS LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, THENCE N.0°01'28"E. 696.19 FEET, THENCE S.89°57'02"E. 72.41 FEET, THENCE S.0°00'31"E. 696.13 FEET, THENCE S.89°59'25"W. 72.81 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.16 ACRES OF LAND.



**CEDAR CITY ORDINANCE NO. 1029-25-1**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATIONS FROM R-1 TO R-2-1, R-1 TO RN, R-2-1 TO R-2-2, R-2-1 TO RN, R-2-2 TO R-1, R-2-2 TO R-2-1, R-2-2 TO RN, RN TO R-2-2 IN THE VICINITY OF 800 NORTH 3700 WEST (CEDAR 106)**

**WHEREAS**, Cedar 106, LLC, the owner of the property at issue, located at approximately 800 North 3700 West, has petitioned Cedar City to change the current zoning designations from R-1 to R-2-1, R-1 to RN, R-2-1 to R-2-2, R-2-1 to RN, R-2-2 to R-1, R-2-2 to R-2-1, R-2-2 to RN, RN to R-2-2 in the vicinity of 800 North 3700 West (Cedar 106). The property's legal description and zoning designations 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 R-1 to R-2-1, R-1 to RN, R-2-1 to R-2-2, R-2-1 to RN, R-2-2 to R-1, R-2-2 to R-2-1, R-2-2 to RN, RN to R-2-2 in the vicinity of 800 North 3700 West (Cedar 106), 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. 1029-25-1, 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 October 2025.

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GARTH O GREEN, MAYOR



[SEAL]

ATTEST:

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RENON SAVAGE, RECORDER

**Exhibit A**

Cedar City Ordinance 1029-25-1

- Zone Changes 800 North 3700 West (Cedar 106) -







R-1 ZONE

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT IS LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET. THENCE N.0°03'39"E. ALONG THE SECTION LINE 1330.55 FEET, THENCE S.89°56'22"E. 710.09 FEET, THENCE S.0°00'35"E. 1329.68 FEET TO THE SOUTH LINE OF SECTION 5 AND THE NORTH LINE OF 800 NORTH STREET, THENCE S.89°59'25"W. ALONG SAID SECTION LINE AND SAID RIGHT-OF-WAY LINE OF 800 NORTH STREET 711.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 21.71 ACRES OF LAND.

R-2-1 ZONE

BEGINNING AT A POINT THAT IS SITUATED N.89°59'25"E. ALONG THE SECTION LINE 711.72 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT IS ALSO LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET. THENCE N.0°00'35"W. 1329.68 FEET, THENCE S.89°56'22"E. 637.57 FEET, THENCE S.0°01'28"W. 1328.88 FEET TO THE SOUTH LINE OF SAID SECTION 5 & THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, THENCE S.89°59'25"W. ALONG SAID SECTION LINE & SAID RIGHT-OF-WAY LINE 636.77 FEET TO THE POINT OF BEGINNING.

CONTAINS 19.45 ACRES OF LAND.

R-N-Z ZONE

BEGINNING AT A POINT THAT IS SITUATED N.89°59'25"E. ALONG THE SECTION LINE 1348.49 FEET FROM THE SOUTHWEST CORNER OF SECTION SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST SALT LAKE BASE AND MERIDIAN SAID POINT IS ALSO LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET. THENCE N.0°01'28"E. 1328.88 FEET, THENCE S.89°56'22"E. 488.06 FEET, THENCE S.0°01'28"W. 1328.30 FEET TO THE SOUTH LINE OF SAID SECTION 5 & THE NORTHERLY RIGHT-OF-WAY LINE 800 NORTH STREET, THENCE S.89°59'25"W. ALONG SAID SECTION LINE & SAID RIGHT-OF-WAY LINE 488.06 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.89 FEET.

R-2-2 ZONE



BEGINNING AT A POINT THAT IS SITUATED N.89°59'25"E. ALONG THE SECTION LINE 1836.55 FEET FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT IS ALSO LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET. THENCE N.0°01'28"E. 1328.30 FEET, THENCE S.89°56'22"E. 747.03 FEET, S.0°00'07"E. 1327.38 FEET TO THE SOUTH LINE OF SECTION 5 AND THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREET, THENCE S.89°59'25"W. ALONG SAID SECTION LINE & SAID RIGHT-OF-WAY LINE 747.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 22.78 ACRES OF LAND.



**CEDAR CITY RESOLUTION NO. 25-1029**

**A RESOLUTION APPROVING THE THIRD 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 City Council later approved a resolution for a Second Amended Development Agreement vacating the primary right-of-way entirely to allow more flexible interconnectivity within the overall development; and

**WHEREAS**, the developer now seeks to again modify the agreement to modify the boundaries of the intended zones without changing the allowed unit count within each zone;

**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 October, 2025.

---

GARTH O. GREEN  
MAYOR



[SEAL]  
ATTEST:

---

RENON SAVAGE  
RECORDER

ATTESTED

Witness my hand and seal this 1st day of August, 1904.

# EXHIBIT A

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



### **THIRD 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. On August 20, 2025 the original agreement was amended to vacate the 55-foot right-of-way. The Developer now seeks to change the zoning designation boundaries.

E. The parties acknowledge that the purpose of this the third amendment is to authorize the Project Property to be rezoned as follows and as shown on Exhibit C of the Agreement:

Area	Use	Acres	Current Zone	Rezoned	Units Per Acre (Gross)	Number of Units
A	Commercial	8.10	AT	CC		
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	22.78	MPD & AT	R-2-2	6.50	148



F. 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.

G. 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. 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.

I. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Third Amended Agreement by Resolution \_\_\_\_\_, 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:**

### **J. 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, 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.
- v. Developer agrees that access roads to the property from 800 North shall be placed no closer than 300 feet.
- vi. Developer agrees that there shall be no driveway access from any residential property to 800 North; and shall provide a six-foot block wall along all the north side of 800 North.



- i. **Developer agrees to provide a minimum of 5 acres of usable park space per the original development agreement.**

- 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:

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	22.78	MPD & AT	R-2-2	6.55	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 unplatted 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 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 \_\_\_\_\_ 2025, 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.

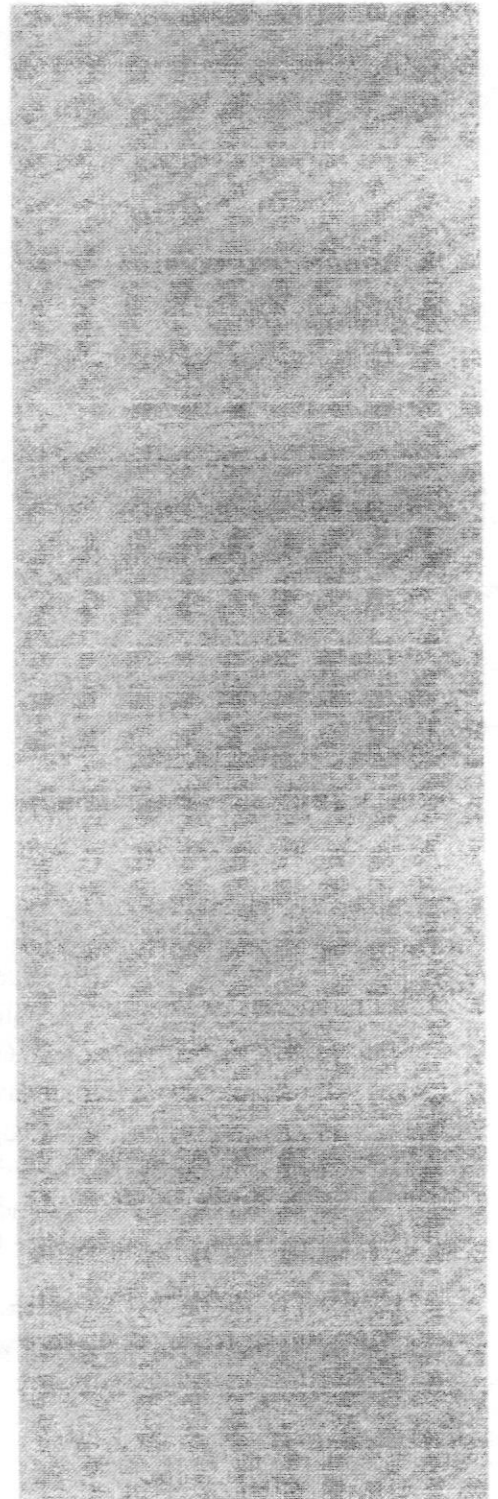
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

**- Legal Description -**

**[insert/attach]**





BEGNMNG AT THE SOUTHWEST CORNER OF SECTION 5 TOWNSHP 36 SOUTH, RAN6E 1 WASTE SALT LAKE BASE AND MERDIAN. THENCE N0°03'39"E. ALONG THE SECTION LINE 7330.58 FEET, THENCE S.89'50'20"E. 2858.88 FEET, THENCE S.89'56'30"E. 064.88 FEET THENCE S.0'0f52"W. 663.23 FEET THENCE S.89'58'37"E. 6A2.23 FEET TD THE WESTERLY ROHT-OF-WAY L|NE OF LUND H6HWAY, THENCE S.0'0f2"W. ALONG SA10 R|6HT-OF-WAY LINE 331.40 FEET THENCE N.89'58'37"W. 6t1.7A FEET, THENCE S.0'02'01"W. 216.89 FEET, THENCE N.89'2515"E. 116.M FEET, THENCE S.0'02'M"W. 116.09 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 800 NORTH STREETS THENCE S.89'5910"W. ALON6 SALD RGHT-OF-WAY L|NE 782.26 FEET, THENCE CONT|NUN0 ALON6 SALD RGHT-OF-WAY LNE S.89•59'25"W. 2659.53 FEET TO THE POINT OF BE6NNN6.

CONTAINS 106.58 ACRES OF LAND.

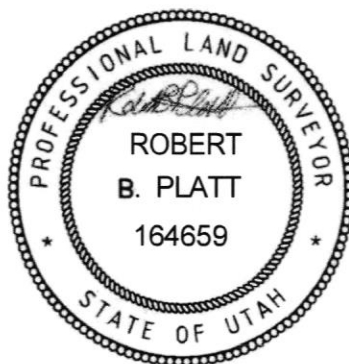


EXHIBIT B

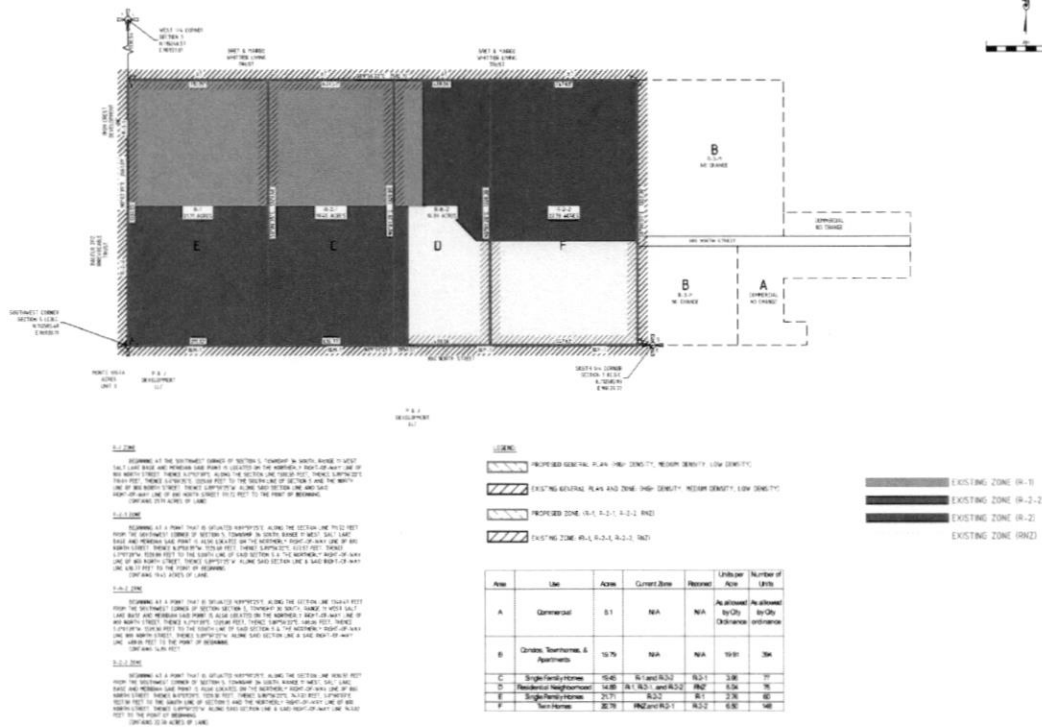
- Adopting Resolution -

[insert/attach]



- Preliminary Layout Plan

GENERAL PLAN AND ZONE CHANGE MAP FOR  
CEDAR 106 LLC  
WITHIN THE SW1/4 OF SECTION 5, T. 36 S., R. 11 W., S1B1M  
CEDAR CITY, IRON COUNTY, UTAH



CEDAR CITY COUNCIL

AGENDA ITEM – 4, 5

TO: Mayor and City Council

FROM: City Attorney

DATE: October 17, 2025

SUBJECT: Requested General Plan and zone changes for property located at approximately 1157 South Main Street

DISCUSSION:

This development was before you last week for the rescission of a development agreement. Under the new intended use, the developer seeks to amend the General Plan and zone for a small strip of land as shown on the map.

The Planning Commission gave a positive recommendation. Their minutes are attached. As you'll see in the minutes, the complaints from neighboring parties related to access onto Main Street rather than the General Plan and zone changes requested.

## 2. PUBLIC HEARING

Zone Change from R-2 to CC

1157 South Main Street

Alex Fleishchman/Rick

(Recommendation)

Magness

**Rick Magnus:** AWA Engineering, here on behalf of the applicant. Just to let you know, the applicant is interested in just making this a bit more marketable parcel and then also making it just kind of compatible with the surrounding area. There really is nothing more to this, it's a very straightforward application. I'm here to concur with all the staff recommendations I won't let you know it's been a pleasure working with your staff. They have helped us with this and we're just looking forward to receiving your recommendation of approval this evening. I'm here to answer any questions you may have.

Webster: Beautiful, questions from the Commission? I think we have looked at this once before, didn't we?

Davis: Yes, I believe we have.

Webster: Anybody have questions?

Rick: This is the yellow three buildings that are not adjoined but are climbing up the hillside there you go.

Jett: There were some previous participants in the meeting, people that live up in there. If you guys would strongly be encouraged to put some kind of frontage along with that. I know that state you bought frontage but offer some frontage. Because our concern is they'd like to be able to get up to the Cedar Knolls stoplight versus driving through your parking lot. I just felt inclined that I'd remind this organization that there were some, not from this board, but from citizens. This is a legitimate concern. That's extremely busy. It's only getting busier over there.

Rick: Okay, we have looked at that. There is an easement along the frontage. There is also a physical challenge because. You've been there and probably have seen it before, where it just humps up from there. There is that challenge for this parcel. I could say we'll do our best.

Jett: That's all I'm doing.

Rick: If we've had this discussion, we are aware that it is a physical challenge though because it just, it goes straight up almost a little bit there.

Jett: Well, this won't stop my vote to support it. I just felt they're not here this evening and they seem very earnest and heartfelt concerns. I just wanted to just keep on reminding.

Lunt: They had hoped to get a stoplight put in at Cedar Knolls. That's not going to have a stoplight within three or four hundred feet of an existing brand new one. They're just having trouble getting on and off.

Rick: I know that all the improvements, all the accesses have already been designed and approved by UDOT. You have that new signal there. We're just kind of moving forward. We've had conversations with them. They weren't going to let us kind of chip away at that, so that will be our constraints also.

Jett: Well, anything you guys can do to assist, it would be wonderful.



Kent: One of the challenges with having that connectivity is that the traffic signal the way we need to have those approach lanes. We can't have access. access, it just comes straight across to the signal. That won't work. The access must swing back further into the development. When you do that, that's going to create some real challenges for them, I believe. As Rick and I have talked about it outside of this meeting, that is something they're trying to look at to see if there's a way to make it work.

Jett: That's all we can do.

Kent: It's not going to be easy. It's tight trying to make that work.

Webster: Any other concerns from staff or commissioners?

*Open Public Hearing*

*Close Public Hearing*

**Jett motions for Positive Recommendation on the General Plan Amendment**

**Highway/Regional Commercial to CC at 1157 South Main Street; Davis Seconds; all in favor for a unanimous vote.**

**Jett motions for Positive Recommendation for a Zone Change from R-2 to CC at 1157 South Main; Davis Seconds; all in favor for a unanimous vote.**

**CEDAR CITY ORDINANCE NO. 1029-25-2**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING  
CEDAR CITY'S GENERAL LAND USE PLAN FROM HIGHWAY/REGIONAL  
COMMERCIAL TO CENTRAL COMMERCIAL IN THE VICINITY OF 1157 S MAIN**

**WHEREAS**, the owner of the property at issue, located at approximately 1157 South Main Street, has petitioned Cedar City to change the current General Land Use Plan from Highway/Regional Commercial to Central Commercial. 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 Highway/Regional Commercial to Central Commercial in the vicinity of 1157 South Main Street, 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. 1029-25-2, 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 October 2025.

\_\_\_\_\_  
GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

\_\_\_\_\_  
RENON SAVAGE, RECORDER

**Exhibit A**

Cedar City Ordinance 1029-25-2

- General Plan Change 1157 South Main Street -



## Cedar Zone



9/2/2025, 3:08 05 PM

Airport Overlay  
GENERAL PLAN

Single Family Residential - Low  
Single Family Residential - Med  
Single Family Residential - High  
Mixed Use Development  
Central Commercial  
Highway/Regional Commercial

Natural Open Space  
World Imagery  
Low Resolution 15m Imagery  
High Resolution 60cm Imagery

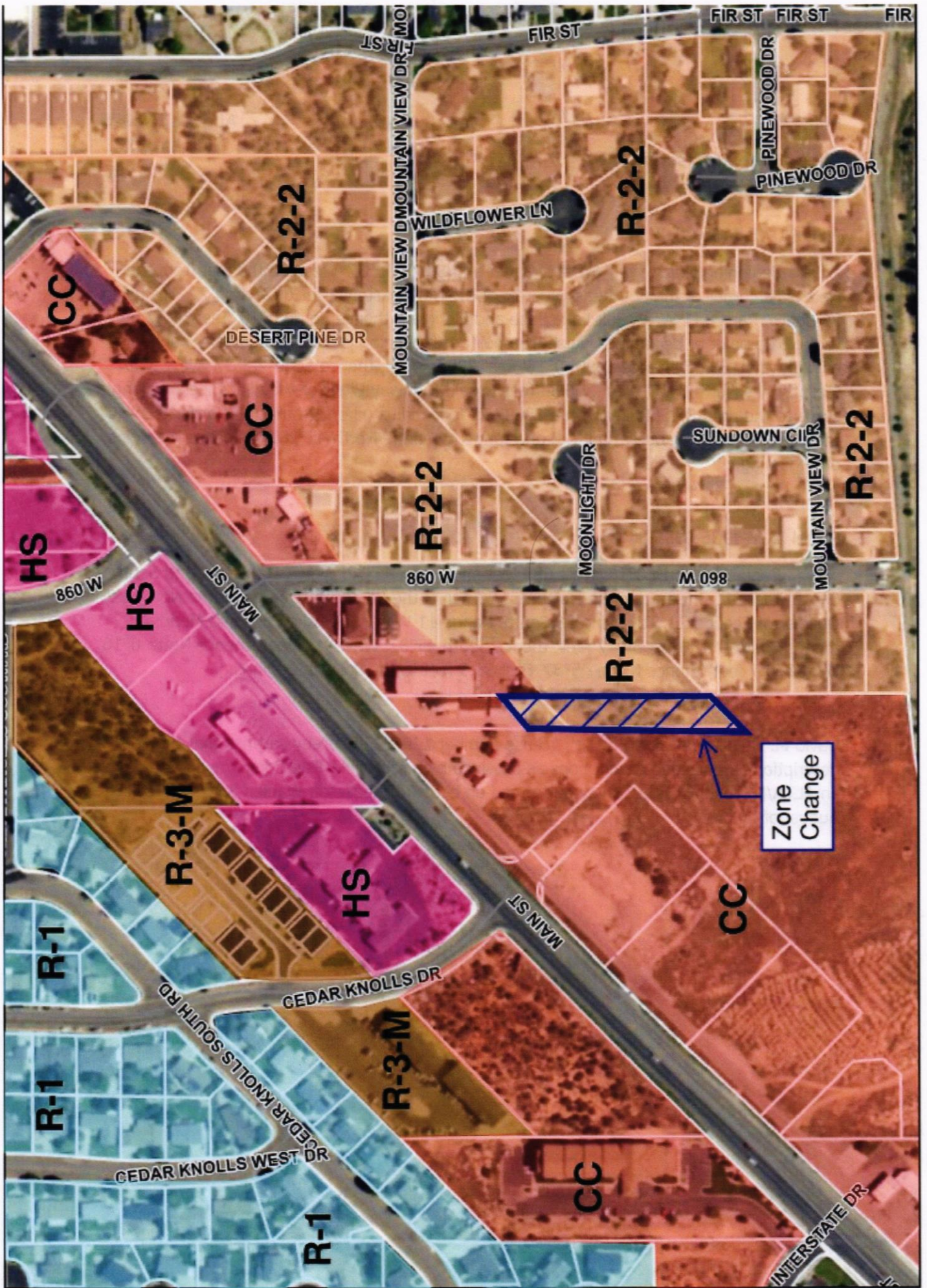
High Resolution 30cm Imagery  
Citations



1:8,052  
0 0.05 0.1 0.2 mi  
0 0.07 0.15 0.3 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community, Maxar







**SMC242**

**August 5, 2025**

**Record Parcel Descriptions**


Parcel 1: (B-1135-0052-0000)

Beginning North 0°16' West 699 feet and South 45°37' West 2160.9 feet from the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°16' East 16.37 feet to the true point of beginning, which true point of beginning is the Southeasterly boundary of Highway U.S. 91; thence South 0°16' East 299.93 feet; thence South 45°37' West 91.9 feet; thence North 0°16' West 306.34 feet to said Highway Right-of-Way line; thence along a curve to the right 87.566 feet with a 17087.73 foot radius (chord bearing of North 48°37'46" East 87.558 feet previously omitted) and tangent bearing North 45°28'50" East to the Point of Beginning.

Parcel 2: (B-1135-0051-0000)

Beginning North 0°16' West 699 feet and South 45°37' West 2160.9 feet and South 00°16' East 316.3 feet from the Northeast Corner of the Southeast Quarter of the Northeast Quarter of Section 22, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 0°16' East 343.7 feet; thence South 45°37' West 91.9 feet; thence North 0°16' West 343.7 feet; thence North 45°37' East 91.9 feet to the Point of Beginning.

David M. Hamilton, PLS, with Utah license number 12966234 hereby certifies that the above descriptions are vesting descriptions as provided by a reputable Title Company, pursuant to an ALTA/NSPS Land Title Survey performed on behalf of Anderson Wahlen & Associates in August of 2025.

  
15 Sep, 2025



**CEDAR CITY ORDINANCE NO. 1029-25-3**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL – TWO UNITS (R-2-2) TO CENTRAL COMMERCIAL (CC) IN THE VICINITY OF 1157 SOUTH MAIN STREET**

**WHEREAS**, the owner of the property at issue, located at approximately 1157 South Main Street, has petitioned Cedar City to change the current zoning designations from Residential – Two Unit (R-2-2) to Central Commercial (CC). The property's legal description and zoning designations 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 Residential – Two Unit (R-2-2) to Central Commercial (CC) in the vicinity of 1157 South Main Street, 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. 1029-25-3, 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 October 2025.

---

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

---

RENON SAVAGE, RECORDER



**Exhibit A**

Cedar City Ordinance 1029-25-3

- Zone Change 1157 South Main Street -

**CEDAR CITY COUNCIL**  
**AGENDA ITEM 6**

**INFORMATION SHEET**

**TO:** Mayor and City Council

**FROM:** Eric Witzke

**DATE:** October 22, 2025

**SUBJECT:** 2026 International Plow Truck

**DISCUSSION:** The Streets Division is requesting approval to purchase a 2026 International Plow truck Chassi for \$172,056.47. This has been previously approved in the Capital-Outlay Vehicle account FY 25/26 budget for \$320,000.00.

The body & plow are \$136,124.00 for a total of \$308,180.47.



CEDAR CITY COUNCIL

AGENDA ITEMS – 7

TO: Mayor and City Council  
FROM: City Attorney  
DATE: October 18, 2025  
SUBJECT: Road dedication for 100 East south of 900 North.  
DISCUSSION:

This intended road dedication connects the Forest Service's property to 900 North allowing 100 East to be completed up to 900 North. Road dedications by plat of private property can be done at the staff level, but the Council has to approve dedicating Cedar City's property.

The Planning Commission gave a **positive** recommendation on the requested road dedication plat (see the attached minutes). Please consider the proposed road dedication.

**Kent Fugal:** We have 900 North that comes through there's a currently a dedicated public right-of-way for 100 East to extend north of there. No road exists there yet. We're working on a project. We're trying to get out to bid to build the street from 900 North southward down to 775 North or whatever that is. Where that charter school is now that just opened last year. Through the Forest Service property here, we have the right-of-way we need, easement we need from the Forest Service for that. What we want to do here is all city-owned property on both sides, but we just need to get the actual road right-of-way dedicated and create that road right-of-way through there. That's what this item is. We just wanted to bring that to you for your consideration and recommendations for City Council.

Jett: I'll ask a question. I'll make a statement. Are there going to be limited curb cuts along 100.

Kent: We do not have anything specifically in our, in anything we're proposing right now that would limit those. Obviously, with that being a collector roadway, we want to keep those to a minimum. Whether there could be an access point coming off 100 East. I would say, there probably could be. I think we would certainly with that property to the, to the west there, and I know you, have your interest there. That, yeah, we would expect that there would be access from 900 North. There could certainly be access from 100 East as well.

Jett: My statement is I have an 85-year lease with Cedar City Corporation on that approximately one-four acres. Where the yellow arrow is from the Forest Service property to 900 down to behind the MCO tire. Randall, what do I do?

Randall: The only restrictions you're going to have are the ones that apply everywhere. Distance from the intersection and distance from each other. Those are the only restrictions. There are no specific ones.

Jett: Do I need to recuse myself from this vote.

Randall: Probably wise.

Jett: All right.

Randall: You will receive a direct benefit from the road being put in.

Jett: Right, thank you.

Webster: Thank you. Tom recuses himself. Is there somebody that would like to make a recommendation.

**Decker motion for a Positive Recommendation for the Road Dedication as stated by Engineering on 100 East Street; Hitz seconds; all in favor for a unanimous vote; Jett abstains.**



### SURVEYOR'S CERTIFICATE

I, CLAY TRUBERT, PROFESSIONAL LAND SURVEYOR, NO. 34681, HOLD A LICENSE IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYING ACT, CHAPTER 136, IFS, AND HAVE MADE A CAREFUL AND THOROUGH EXAMINATION OF THE RECORDS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136, AND HAVE FOUND THAT THE LEGAL DESCRIPTION AND PLAT ARE CORRECT.

### ROADWAY DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 900 NORTH STREET, SAID POINT BEING SOUTH 00° 00' 00" WEST 11.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 44' 59" TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID 900 NORTH STREET;

THENCE NORTH 89° 21' 44" EAST, 106.00 FEET ALONG THE ADJACENT MENTIONED NORTH RIGHT OF WAY OF 900 NORTH STREET, TO THE POINT OF BEGINNING OF A 106.00 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH MEASURES SOUTH 48° 21' 44" WEST, 28.28 FEET;

THENCE SOUTH 00° 00' 00" WEST, 142.29 FEET TO THE POINT OF CURVATURE OF A 102.50 FOOT RADIUS CURVE TO THE LEFT;

THENCE 17° 30' 29" EAST, 20.42 FEET TO THE POINT OF CURVATURE OF A 237.50 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 11.34 FEET MORE OR LESS ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 44' 59" TO A POINT ON THE NORTH PROPERTY LINE OF THE PROPERTY OWNED BY THE UNITED STATES OF AMERICA, US FOREST SERVICE;

THENCE SOUTH 89° 21' 44" WEST, 87.88 FEET ALONG SAID UNITED STATES OF AMERICA PROPERTY LINE;

THENCE SOUTH 00° 00' 00" WEST, 142.29 FEET TO THE POINT OF CURVATURE OF A 102.50 FOOT RADIUS CURVE TO THE RIGHT;

THENCE 17° 30' 29" EAST, 20.42 FEET TO THE POINT OF CURVATURE OF A 237.50 FOOT RADIUS CURVE TO THE LEFT;

THENCE 31.43 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 59' 57" TO THE POINT OF BEGINNING.

CONTAINS 15.88615 S.F. OR 0.366 ACRES

CLAY TRUBERT - P.L.S. # 34681

### NARRATIVE

THE BASIS OF BEARINGS FOR THIS PLAT IS SOUTH 0° 00' 00" EAST AND MEASURED 3307.10 FEET BETWEEN THE CORNER OF 900 NORTH STREET AND THE CORNER OF 100 EAST STREET, IRON COUNTY, UTAH, FOR RECORD IN MY OFFICE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

THE PLAT IS TO DESCRIBE AND DEDICATE A PORTION OF PROPERTY OWNED BY CEDAR CITY CORPORATION FOR THE 100 EAST ROAD EXTENSION.

### OWNERS DEDICATION

WE, THE UNDERSIGNED, CEDAR CITY CORPORATION, OWNER OF ALL THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND DEDICATION PLAT, DO HEREBY DEDICATE TO CEDAR CITY CORPORATION AND FREE PUBLIC USE ALL STREETS AND HIGHWAYS DESCRIBED IN THE LEGAL DESCRIPTION AND DEDICATION PLAT.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2025.

### CORPORATE ACKNOWLEDGMENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

(REAL) \_\_\_\_\_ GARTH O. GREEN  
(ATTORNEY) MAYOR

RENON SAVAGE  
RECORDER

STATE OF UTAH )  
COUNTY OF IRON )

THIS IS TO CERTIFY THAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, APPEARED \_\_\_\_\_, MAYOR OF CEDAR CITY CORPORATION, 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 THE SAID GARTH O. GREEN AND RENON SAVAGE ARE THE MAYOR AND CITY RECORDER OF CEDAR CITY CORPORATION, AND THAT THEY HAVE AUTHORIZED ME 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 AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR HEREINBEFORE WRITTEN.

NOTARY PUBLIC

### CERTIFICATE OF ACCEPTANCE

I, KENT J. FUGAL, LAND USE AUTHORITY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136, AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR HEREINBEFORE WRITTEN.

KENT J. FUGAL --- LAND USE AUTHORITY

### CITY ATTORNEY'S APPROVAL

I, RANDALL WILSON, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136, AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR HEREINBEFORE WRITTEN.

RANDALL WILSON --- CITY ATTORNEY

### CERTIFICATE OF ACCEPTANCE

I, KENT J. FUGAL, LAND USE AUTHORITY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN FILED IN THE OFFICE OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136, AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR HEREINBEFORE WRITTEN.

KENT J. FUGAL --- LAND USE AUTHORITY

### CITY ATTORNEY'S APPROVAL

I, RANDALL WILSON, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136, AND THAT THE PLAT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE IRON COUNTY RECORDERS OFFICE AS PLAT NUMBER 3136.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR HEREINBEFORE WRITTEN.

RANDALL WILSON --- CITY ATTORNEY



**CEDAR CITY  
CITY COUNCIL AGENDA ITEM 8  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** October 22, 2025

**Subject:** Discussion on the Wastewater Effluent Reuse Study.

**Discussion:** There is a project budgeted this year to do a Wastewater Effluent Reuse Study. The purpose of the study is to provide recommendations and cost estimates for infrastructure that will be needed to effectively use the effluent from the wastewater treatment plant.

In order to provide a scope of work to consultants for this project, one of the main questions is whether the City's secondary irrigation system should be expanded to a full City-wide system, or whether the existing partial-City system should be expanded to serve additional large irrigation customers.

A full City-wide system could include running secondary lines to all existing customers and require future developments to install secondary lines. Expansion of the City's partial system could include expanding the existing system to serve more large irrigation customers such as parks, schools, churches, and other facilities that have large turf areas.

Additional information is included on the following pages along with a map showing potential customers for an expansion of the City's secondary irrigation system.

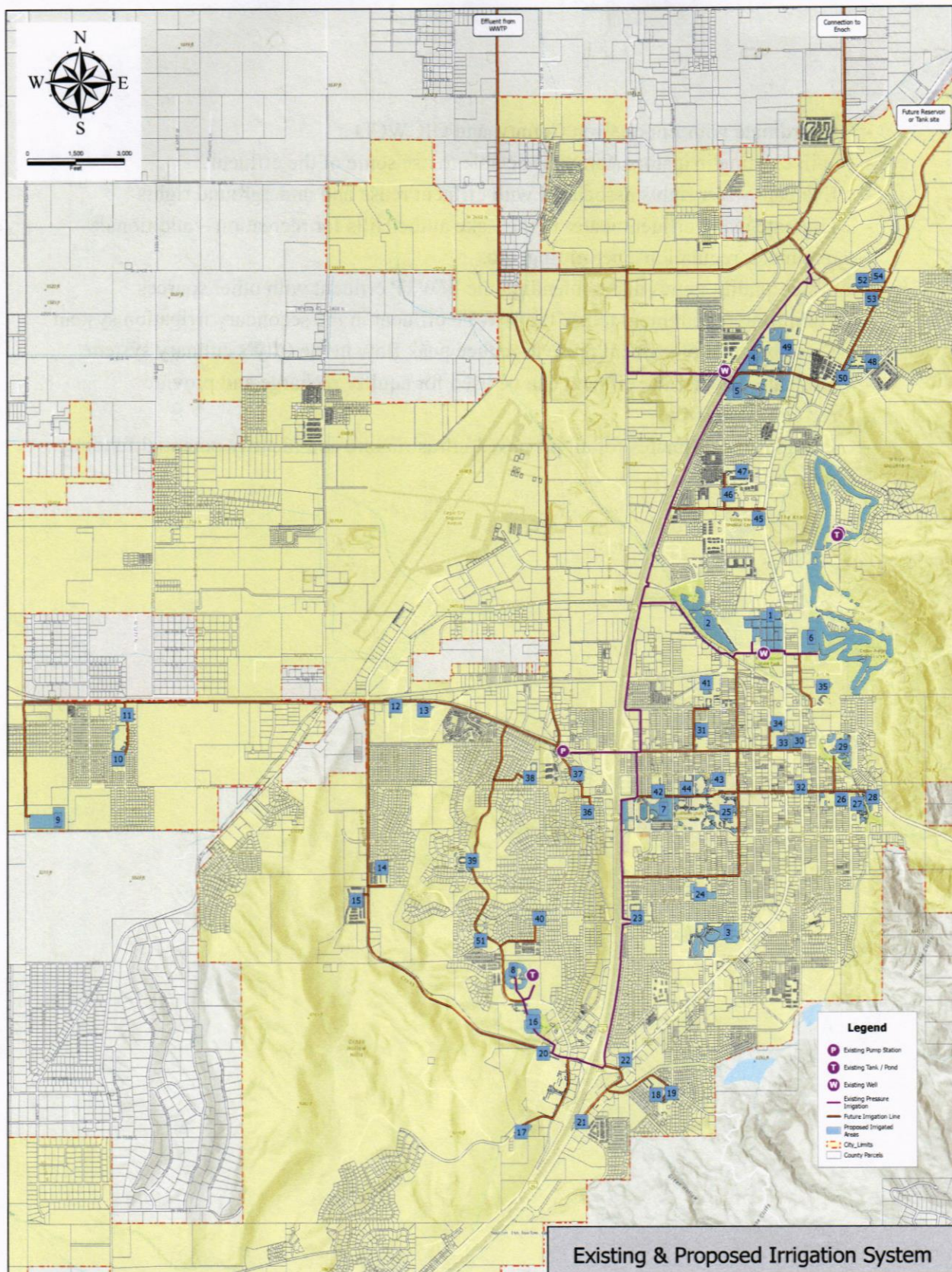
Please consider the scope of the effluent reuse study based on the service area for the City's secondary irrigation system.

**Secondary Irrigation System and Effluent Reuse**  
**October 20, 2025**

1. Water Budget for secondary irrigation system:
  - Total irrigation use in 2024 = 4,884 ac-ft  
(4,080 ac-ft from culinary and 804 from secondary)
  - Available secondary irrigation water = 4,633 ac-ft
    - o 2,777 ac-ft from WWTP Effluent annually (3,472 total ac-ft from WWTP, with 20% going to Enoch and Iron County)
    - o 650 ac-ft from Northfield Well (700 gpm for 7 months)
    - o 1,206 ac-ft from Cemetery Well (1,300 gpm for 7 months)
2. Secondary Irrigation System – items to consider:
  - Map showing possible expansion of the partial-City system serving large irrigation users – total of 330 irrigated acres. Assuming 4 acre-feet/acre, then this is a total of 1,321 acre-feet.
  - The City's secondary irrigation system currently serves about 197 acres, so expanding the partial-City system would be adding about 133 acres of turf.
  - Continue with partial system? Or go to City-wide system?
  - Deliver secondary water to industrial area at Port 15 & BZI?
  - Benefits to the City's culinary system by reducing peak demand.
  - Cost to construct a partial system vs. City-wide system.
  - Life-cycle costs of a partial system vs. City-wide system.
  - Added cost for developers to install secondary water pipes in new developments.
  - Would a City-wide system only go to residential customers, or to commercial and industrial customers as well?
  - Potential impact on water rates for individual residences and business by having both a culinary and secondary meter.
3. Winter Storage of Effluent – pond at the land application site? Or pond above Fiddlers?
  - Cost of storage, location, size, etc.
4. Scope of effluent reuse study:
  - Current and future flowrates (irrigation demands) – size pipelines, pump station, and reservoirs for 50-year growth.
  - Potential customers on secondary irrigation system – large irrigation users.
  - Water budget – treated effluent & secondary wells compared to demand
  - Identify all infrastructure needs including pumps, pipe locations, pipe diameters and material – trunk line from WWTP, line to Enoch and County customers, main line looping, branch lines, etc.

- Coordinate with Enoch, Iron County, and CICWCD
- Will existing irrigators (farmers) be able to use some of the effluent?
- Evaluate water rights associated with effluent reuse and underground rights
- Evaluate using effluent water in the Lake at the Hills for recreation – additional treatment, regulations, permitting, etc.
- Water quality issues due to blending the WWTP effluent with other sources
- Permitting requirement to use the WWTP effluent in the secondary irrigation system
- Show benefits of effluent reuse to reduce peak flow in the City's culinary system
- Evaluate whether the effluent can be used for aquifer recharge and provide recommendations
- Provide cost estimates for all proposed infrastructure and identify potential funding sources





Existing & Proposed Irrigation System

Number	Description	Ac. of Turf	Number	Description	Ac. of Turf	Number	Description	Ac. of Turf	Number	Description	Ac. of Turf
1	CEMETERY	21.423	15	Old Sorrel Townhomes	0.462	29	Little League Ballfields	7.569	43	SUU (North Campus)	5.08
2	BICENTENNIAL PARK	21.069	16	Cedar Middle School	8.942	30	Main Street Park	3.405	44	LDS Institute & Church	0.923
3	CEDAR HIGH SCHOOL	19.604	17	VA Cemetery	2.512	31	North Elementary	3.099	45	Hospital	1.113
4	CANYON VIEW HIGH SCHOOL	16.652	18	LDS Church Building	0.658	32	LDS Rock Church	0.254	46	Stonehenge	0.837
5	CANYON VIEW MIDDLE SCHOOL	91.618	19	Mountain Springs Prep. Academy	1.404	33	Best Western Inn Hotel	0.549	47	Cedar Park PUD	1.174
6	GOLF COURSE	18.426	20	Commercial Center & Home Depot	2.964	34	Post Office	0.814	48	Fiddlers Elementary	6.102
7	SUU (WEST CAMPUS)	6.67	21	South Hotels	0.356	35	Palute Tribe	3.583	49	LDS Seminary & Church	1.895
8	LAKE AT THE HILLS BALLFIELDS	12.308	22	SBSU & Comfort Inn	0.473	36	Ridge Park	0.668	50	Trinity Lutheran Church	0.959
9	Iron West Soccer Fields	5.402	23	LDS Church Building	1.404	37	Sanjac Apartments	0.629	51	Catholic Church	0.252
10	Iron Springs Elementary	0.576	24	South Elementary	5.007	38	LDS Church Building	0.682	52	Fiddlers Park	2.029
11	LDS Church Building	0.888	25	SUU (East Campus)	11.806	39	LDS Temple	2.079	53	Presbyterian Church	0.151
12	Genpak (West)	2.609	26	East Elementary	2.578	40	Hillcrest Park	0.688	54	LDS Church Building	0.154
13	Genpak (East)	0.385	27	West Canyon Park	1.881	41	LDS Church Building	1			
14	LDS Church Building		28	East Canyon Park		42	LDS YSA 1st Stake Building				



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

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** October 22, 2025

**Subject:** Discussion on Martins Flat Test Well project.

**Discussion:** Mike's Drilling is currently working on drilling a test well at Martins Flat. They have drilled down to 1,080-foot depth. The bid schedule calls for the well to be drilled to a depth of 2,100 feet in order to get into the Navajo Sandstone.

The drilling has been going very slow for several weeks now. Recently they've seen a drilling rate of only 4 inches per hour. Due to the slow drilling rate, Mike's Drilling is requesting a change order to reduce the size of the borehole diameter from 14-3/4 inches to 9-7/8 inches. They would like to try this to see if the drilling rate will speed up with a smaller diameter borehole. This is called "telescoping" the well by changing to a smaller diameter as it gets deeper.

It is anticipated that the pump intake can be set above 1,080 feet, so the driller would be able to obtain water quality samples with a pump. Using a pump to obtain the water quality samples will allow all of the necessary water quality parameters to be obtained. If they cannot set the pump above that, then the water would need to be air lifted to obtain the water quality samples or samples obtained from the artesian flow which is currently about 10 gallons per minute (gpm). The drill pipe used for the pump would be 7-1/4 inch diameter above 1,080 feet and 4-1/2 inch diameter below that. This will allow the pump to flow about 50 gpm, which would be enough to take the samples. We can also get all the geophysical logs completed with the smaller borehole – e-log (water bearing strata), caliper (diameter), and alignment deviation (straightness and plumbness of the well).

It gets more difficult to build the test zones with a smaller diameter borehole, but the driller is saying that it can be done. There is also a concern that the well will not be as straight with a smaller

diameter borehole, but the driller is saying that they can keep it straight as they go down.

They are requesting the same unit price for drilling the 9-7/8 inch diameter borehole as the 14-3/4 inch borehole in the contract. The unit price of the 14-3/4 inch borehole is \$125/foot.

Another item to consider is that the contract completion deadline ends on October 20, 2025. Mike's Drilling will need additional time to complete the test well.

Please consider this information regarding a change in the contract to allow a smaller diameter borehole.