



# Cedar City

10 North Main Street • Cedar City, UT 84720  
435-586-2950 • FAX 435-586-4362  
[www.cedarcityut.gov](http://www.cedarcityut.gov)

## **CITY COUNCIL WORK MEETING**

**August 5, 2026**

**5:30 P.M.**

**Mayor**  
Steve Nelson

**Council Members**  
Robert Cox  
Waldo D. Galan  
R. Scott Phillips  
Phil E. Schmidt  
Carter Wilkey

**City Manager**  
Paul Bittmenn

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comments
  - Traffic Signal Projects Status Update. Shane Johnson/ Kent Fugal
  - 100 East Roadway and Driving Range Netting. Bill Maxwell/ Kent Fugal
  - UDOT SR-130 (Main St) Concept Study. David Johnson / Kent Fugal

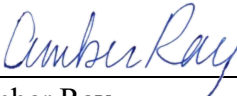
IV. Business Agenda  
Public

1. Public Hearing- Consider a Zone change from Residential Dwelling- Two Unit (R-2-2) to Central Commercial (CC) in the vicinity of 1133 S Main St. Richard Reese / Standard Plumbing Supply / Randall McUne
2. Public Hearing- Consider a General Plan change from Rural Estates to Business and Light Manufacturing and from Central Commercial and High Density Residential to Industrial/ Heavy Manufacturing in the vicinity of 800 N Iron Springs Road, including Iron Springs Road from 800 N to 5500 W. Platt & Platt / Randall McUne

V. Staff

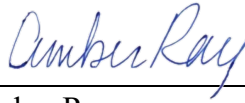
3. Approve purchase of Flock Insurance in the amount of \$25,000 annually. Chief Darin Adams
4. Approve purchase of 2027 Chevy 3500 in the amount of \$60,549. Chief Mike Phillips
5. Board Appointments: Library Board- Release Elaine Vickers, Appoint Brent Potter; Board of Adjustments- Release Chris Bearnson, Appoint Brant Parker. Mayor Nelson
6. Consider bids for the Cemetery Renovation Phase 4 (6R). Shane Johnson/ Kent Fugal
7. Consider an upsizing reimbursement agreement with BZI Innovation Park for the 30" sewer main. Drake Howell/ Shane Johnson/ Kent Fugal
8. Consider an Agreement with UDOT for the Fiddlers Canyon Trail Extension. Bill Maxwell/ Kent Fugal
9. Discussion on upcoming water projects and back-up generators. Jonathan Stathis

Dated this 3<sup>rd</sup> day of August 2026.

  
\_\_\_\_\_  
Amber Ray  
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 3<sup>rd</sup> day of August 2026.



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Amber Ray  
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.

Steve Nelson  
(435)590-5586

Robert Cox  
(435)559-0785  
crobert@cedarcityut.gov

Waldo Galan  
(435)592-4116  
gwaldo@cedarcityut.gov

Scott Phillips  
435-701-7884  
sphillips@cedarcityut.gov

Phil Schmidt  
435-559-2522  
sphil@cedarcityut.gov

Carter Wilkey  
801-688-2992  
wcarter@cedarcityut.gov

CEDAR CITY  
COUNCIL AGENDA  
ITEM – #01

TO: Mayor and City Council  
FROM: City Attorney  
DATE: August 3, 2026  
SUBJECT: Requested zone change for property located at 1133 S Main St

DISCUSSION:

The owner of this property seeks to change the zone of the southern portion of the property from Residential Dwelling-Two Unit (R-2-2) to Central Commercial (CC), which is consistent with the current use of the property. The change would also allow construction of a commercial structure(s) should the owner so choose. The property is surrounded by commercial on the north and west (new Smith's Marketplace) and residential to the east and south.

The Planning Commission discussed this matter and gave a positive recommendation to the requested zone change.

Please consider whether to approve the requested General Plan and zone changes.

| <u>Item/Requested Motion</u>                                                                   | <u>Location/project</u> | <u>Applicant/presenter</u>      |
|------------------------------------------------------------------------------------------------|-------------------------|---------------------------------|
| Public Hearing<br>Zone Change from<br>R-2-2 (Dwelling, Two Unit) to<br>CC (Central Commercial) | 1133 S Main St          | Richard Reese/Standard Plumbing |

Theron Roberts: I am Theron Roberts. I am the manager at Standard Plumbing Supply. We have one strip of property and half of it is residential and half of it's commercial. I don't know why half is residential, there's one access to it.

Lunt: You're about to be enclosed by Smith's.

Theron: We want to make that all one commercial property. Instead of having half of it residential.

Davis: What is on the General Plan?

Don: The General Plan is Highway Services, so it is already planned to be commercial.

Lunt: No access to it except your existing access?

Theron: Correct

Davis: Any questions?

Jett: You know, 24 or 25 years ago, Steve Brown showed me this property and urged me to buy it. It was \$50,000, and I said, "What can you do with it? It's not even on Main Street." Yeah, I was wrong.

Randall: Standard thanks you for being wrong. One little note for you, for a zone change, as we discussed on the last one, notifications are required. We missed one, if my information is correct. We did get some information earlier, and then just barely it was forwarded to me at 5:07 pm. You did the delivery to the person who was missed? And verified that Mister Dylan Store understood the information and had no issues with it?

Theron: Yes

Randall: Okay, so this is one of those things that's kind of foundational for your ability to do anything, if people get adequate notice. We have, in the past, typically required something in writing, but not necessarily statutorily required, right? We just have to make sure that everybody has notice, and if they want to come in and complain, they can. So, there is a slight risk if he comes in and disagrees with you that he'll have 30 days after the council approves the zone change to have it sued and undone. But if that is what he told you, you are probably safe. But it is just a jurisdictional requirement for you that everybody has to have adequate notice, or waive it. It sounds like we may have that at least verbally.

Lunt: What is the land used for now, just storage and weeds?

Theron: Yes it's all part of our yard, so it is storage.

Lunt: So, the neighbors to the east would probably appreciate it being approved.

Theron: Yeah, it's all fenced, and we try to keep it up.

Davis: Very good

Decker: Looking at the big picture, I don't see that it makes a difference either way, because this is going to get the same use, but it kind of cleans things up if it's commercial, doesn't it?

Theron: It'll allow us to maybe put a lean to something on it.

Randall: That would be the biggest one is building permits, right now, wouldn't be allowed for him. I mean, short of a place to sleep, in which case you need a life and get away from work. If he wants to add to his commercial business with a building permit, this has to be changed.



*Public Hearing Open*

*Public Hearing Closed*

**Burgess motions for a positive recommendation to the Zone Change. Jett seconds; all in favor for a unanimous vote.**

**CEDAR CITY ORDINANCE NO. 0812-26**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL DWELLING TWO UNIT (R-2-2) TO CENTRAL COMMERCIAL IN THE VICINITY OF 1133 SOUTH MAIN STREET**

**WHEREAS**, Richard Reese, on behalf of Reese Real Estate & Investment Company, the owner of the property at issue, located in the vicinity of 1133 South Main Street, has petitioned Cedar City to change the current zoning designation of the southern portion of the property from Residential Dwelling Two Unit (R-2-2) to Central Commercial. The property's legal description and zoning designation are more particularly described as shown in Exhibit A.

**WHEREAS**, after providing the required public notice the Cedar City Planning Commission considered the proposed zoning amendment and gave a positive recommendation; 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 Dwelling Two Unit (R-2-2) to Central Commercial (CC) for the southern portion of a property at 1133 Main Street, as more particularly described herein, making the zone for the entire lot Central Commercial (CC), and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 0812-26, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -  
Cox -  
Wilkey -  
Schmidt -  
Galan -

Dated this \_\_\_\_\_ day of August 2026.

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STEVE NELSON, MAYOR

[SEAL]

ATTEST:

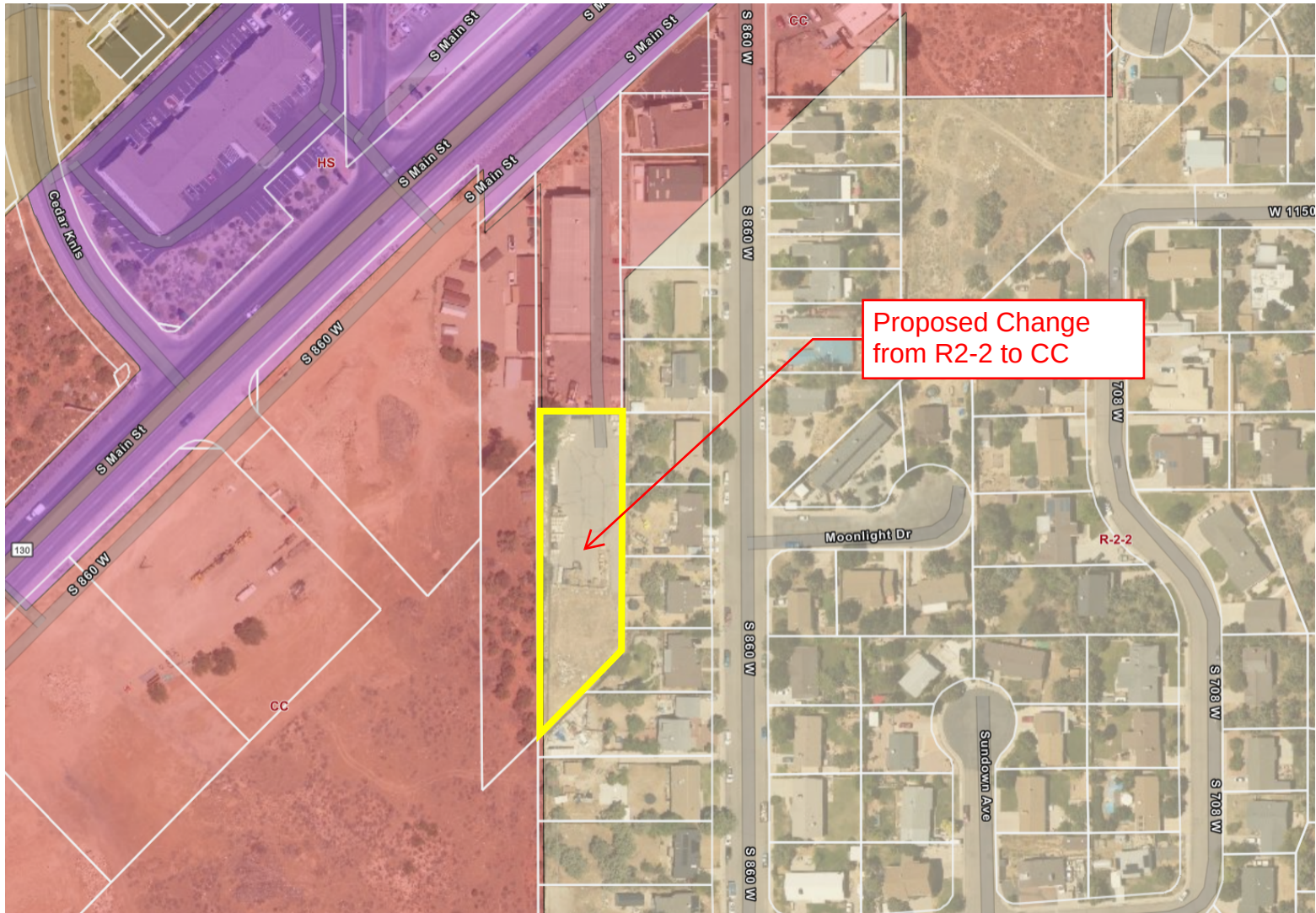
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AMBER RAY, RECORDER

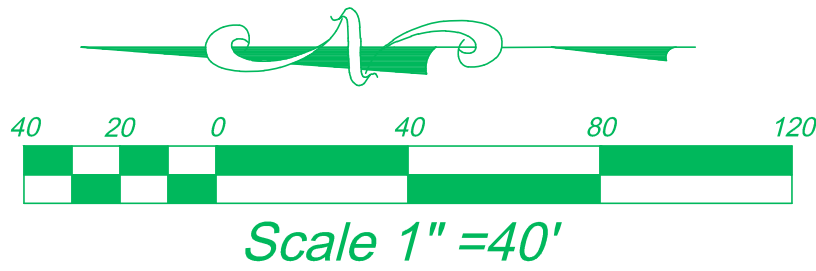
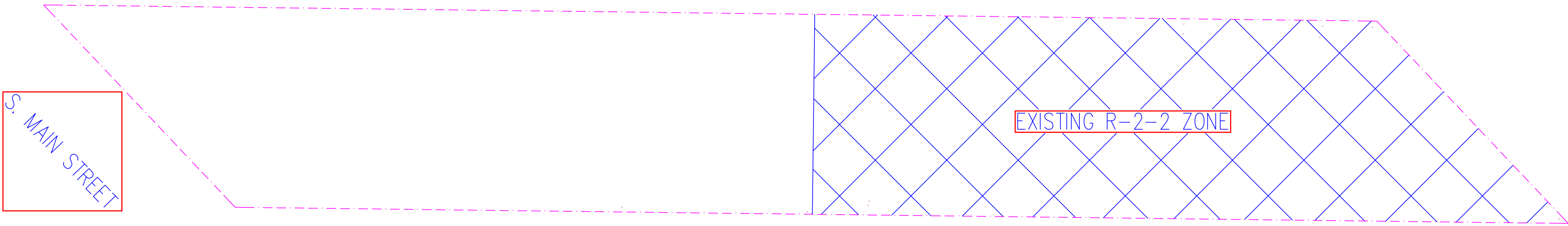
**Exhibit A**

Cedar City Ordinance 0812-26

- Zone Change 1133 South Main St -

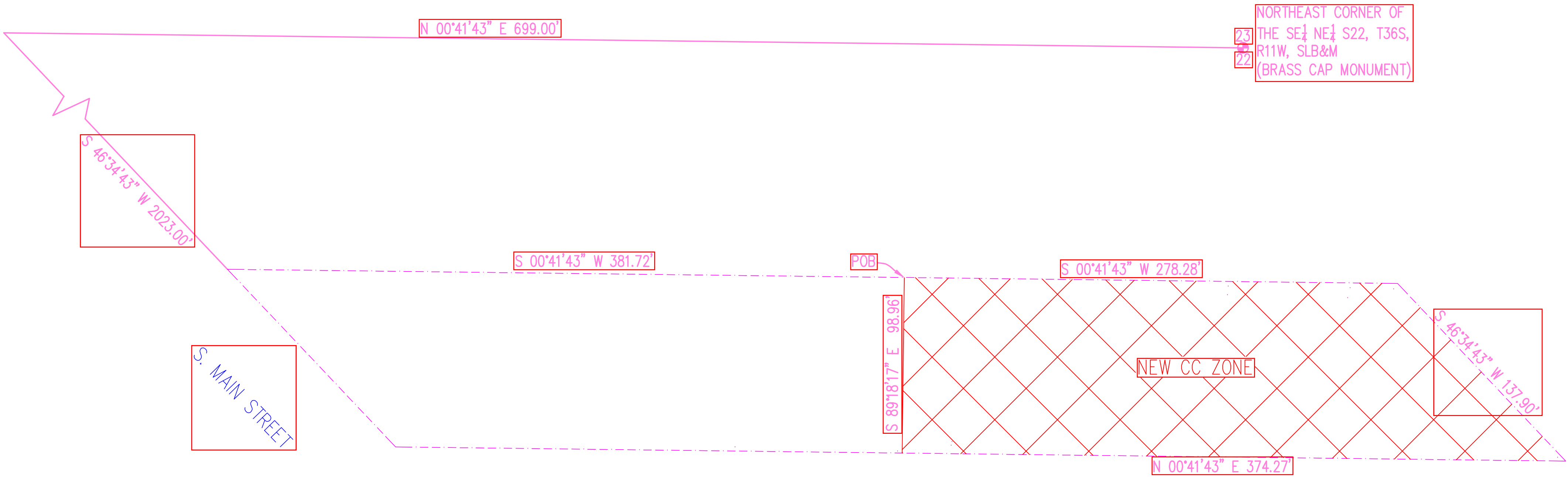




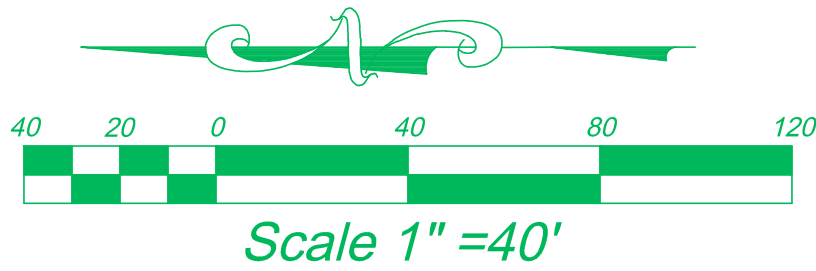


| REVISIONS |      |             | PROPERTY OWNER: RICHARD N. REESE FAMILY LLC                                                                                                                                   |  |  | STANDARD PLUMBING SUPPLY |                     |                    |
|-----------|------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--------------------------|---------------------|--------------------|
| Rev.      | Date | Description | PO BOX 708490<br>SANDY, UT 84070                                                                                                                                              |  |  | CEDAR CITY               | 1133 S. Main Street | UTAH               |
|           |      |             | <div>EXCEL</div> ENGINEERING<br>David W. Peterson, P.E., License #270393<br>12 West 100 North, Suite 201C, American Fork, UT 84003<br>P: (801) 756-4504; david@excelcivil.com |  |  | Drawn by:<br>D.W.P.      | EXISTING ZONE MAP   | Scale:<br>1" = 40' |
|           |      |             |                                                                                                                                                                               |  |  | Designed by:<br>D.W.P.   |                     | Date:<br>03/30/26  |
|           |      |             |                                                                                                                                                                               |  |  | Checked by:<br>D.W.P.    |                     | C1                 |
|           |      |             |                                                                                                                                                                               |  |  |                          |                     |                    |
|           |      |             |                                                                                                                                                                               |  |  |                          |                     |                    |





ZONE CHANGE LEGAL  
BEGINNING AT A POINT LOCATED N 00°41'43" E 699.00 FEET, S 46°34'43" W 2,023.00 FEET, AND S 00°41'43" E 381.72 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 00°41'43" W 278.28 FEET; THENCE S 46°34'43" W 137.90 FEET; THENCE N 00°41'43" E 374.27 FEET; THENCE S 89°18'17" E 98.96 FEET TO THE POINT OF BEGINNING.  
AREA: 32,296 SQUARE FEET



| REVISIONS |      |             |
|-----------|------|-------------|
| Rev.      | Date | Description |
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|           |      |             |
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|           |      |             |

PROPERTY OWNER: RICHARD N. REESE FAMILY LLC  
PO BOX 708490  
SANDY, UT 84070

**EXCEL**  
ENGINEERING  
David W. Peterson, P.E., License #270393  
12 West 100 North, Suite 201C, American Fork, UT 84003  
P: (801) 756-4504; david@excelcivil.com

| STANDARD PLUMBING SUPPLY |                     |                    |
|--------------------------|---------------------|--------------------|
| CEDAR CITY               | 1133 S. Main Street | UTAH               |
| Drawn by:<br>D.W.P.      | PROPOSED ZONE MAP   | Scale:<br>1" = 40' |
| Designed by:<br>D.W.P.   |                     | Date:<br>03/30/26  |
| Checked by:<br>D.W.P.    |                     | C2                 |

CEDAR CITY  
COUNCIL AGENDA  
ITEM – #02

TO: Mayor and City Council  
FROM: City Attorney  
DATE: August 3, 2026  
SUBJECT: Requested General Plan changes for properties located near 800 N Iron Springs Rd  
DISCUSSION:

The City is encouraging the developer of these properties to annex into the City. The developer is requesting General Plan changes to match its intended development of the properties. Iron County previously approved similar changes if the property remains in the unincorporated county. The intent is to change the Rural Estates portion and a small section of Central Commercial to Business and Light Manufacturing and the remainder of the Central Commercial section and the High-Density Residential section to Industrial and Heavy Manufacturing. As the properties are currently a bit of a convergence point of four different General Plan areas, the property is surrounded by a mix of *intended* uses. As for actual usage, a couple of low-density residential neighborhoods are adjacent to or nearby these properties and industrial uses exist and more are coming as well.

The Planning Commission discussed this matter and gave a positive recommendation to the requested General Plan changes, partially due to knowing that the intended uses will occur under County zoning if the City does not approve the change requested prior to annexation.

Please note that I'm still trying to get/confirm legal descriptions for the recommended General Plan designations. I'm providing you with what we have at this point. I'll update you with any new descriptions or details as they're provided.

Please consider whether to approve the requested General Plan and zone changes.

**Item/Requested Motion****Location/project****Applicant/presenter**

PUBLIC HEARING  
General Plan Amendment from  
High-Density Residential,  
Central Commercial,

800 N Iron Springs Road

Yerushalmi Properties  
Platt & Platt

Mike (Platt & Platt): We've been communicating with the city regarding the possibility of annexing this 120 acres into the city. It's out at Iron Springs Road just north of a subdivision Frank Nichols did in the county. When we looked into this, we did a zone change in December with the county. As we looked at all this to prepare for the annexation into Cedar City. We noticed that the General Plan between Cedar City and the county just didn't make sense. What we're here to do is just set the stage so we can bring in some industrial buildings right in this area off of Iron Springs Road and move forward. So, there is a hodgepodge of existing general plans out there.

Jett: Who's the developer? Is this a Nichols development?

Mike: No, this is Van Trust Realty, they're out of Salt Lake, they're a big national firm. To give you a little bit of background, Randall and Don have been heavily involved behind the scenes, working on potentially putting in the 30 in sewer line in Iron Springs Road. They have a lot to offer to this community. In talking with Kent, the City Engineer, I think it's very important that we, as a city, and I'm putting on my city hat and not the county hat, that we do what we can to annex this property into Cedar City. That we don't the boat like you did with BZI.

Decker: I don't understand the missing of the boat, what happened there? Maybe that was before my time.

Mike: It's a long story and there may be a possibility that it may still happen, but there's some hoops we've got to jump through.

Randall: So, basically, the city has what we call our annexation policy boundary, the area we want to have annexed into the city when it's ready. BZI is in that zone. They're in that area. We would prefer companies, businesses, whatever you name it, come into the city when that happens. If you look at our general plan map, for example, where the color is, that's where we want people to come in. The county and the city are almost competitors sometimes when it comes to these kind of things. BZI was a little not right next to it, but that's the fear. We didn't get them in, and so some of that means they don't come up to our standards. We obviously don't get the tax revenue if you want to look at it from that perspective. It will make it harder as our boundaries, our actual boundary gets closer to them to bring them in if they don't quite meet our standards. So, fixing it now is easier than fixing it 10 years from now. It's the same thing with this one, Don thanks for pulling that up, in case you think from the map that was shown to you earlier that we're just drunk people running our zoning here, it looks like there's a lot right next to each other, but if you if you zoom out, you can see the bigger picture as to why the zoning is different.

Don: This is the property here.

Randall: It looks like a lot until you zoom out and go, "Okay, this is just edges getting close together in the same location." We promise we're not drunk most of the time we do this. That's the area, and this is one of those the county already approved the zone change. The neighbors were notified back then that this was the kind of stuff that was coming in.

Mike: I think it was in November or December, planning commission in the county and nobody objected. Randall: The county at this point is being much more cooperative than they were with



BZI, different leadership. It's helpful. The city does want this in; we've had to get a little creative. The general plan and then the eventual zoning is a must for them to be able to do what they want to do.

Mike: The endgame is here in four or five months when we bring in the annexation, the development agreement, the zone change, because we'll have that general plan change done, and then we can do all of this simultaneously. The city is growing into that county area, and talking with Kent and Randall, it makes sense that if these businesses are going to come to this area, they can get services from Cedar City. They already control the sewer; they can work out an agreement with the conservancy district.

Jett: Mike, can you show me Nichols project?

Mike: Frank's project is right here.

Jett: So he is going to remain in the county?

Mike: Yes

Jett: Ok

Mike: I'll just be quick. A lot of the development standards that the county has are because you see a lot of flatter ground out there. So, one of the things with BZI, which was a sticking point, is curb, gutter, and sidewalk. Why would we put curb, gutter, and sidewalk clearing on this flat land? We're just going to channel the water somewhere it doesn't need to be. Can we do open ditches? Well, you can do that in the county. You can't do that in Cedar City, but that's something we could work on, as we know that properties want to come into Cedar City. I'm more than willing to sit down with Kent, and we've had a bit of discussion about making it more feasible to make sure the engineering works as we're growing further west or further north on flatter lands.

Jett: Can you show BZI for us?

Mike: BZI? BZI is up here

Jett: That big new building? Our annexation goes to that BZI building currently right there?

Randall: That's our annexation policy boundary map. It's a long title, but it basically means that's where we'd like to get to potentially in the next 20 years.

Jett: How did the Nichols project not?

Davis: Well, we're not there yet; they're saying this is in the future.

Mike: So, the actual city boundary I want to say is right about this area, right? Right here, where we currently are, is right there, but where we want to get to is right there.

Randall: But we can't do islands. So, if there's one that doesn't touch the city, we either have to annex in stuff with it to connect it or it doesn't come in. So, in this case, we've gotten a tad creative, and it requires the county's permission to essentially annex in the road as well, from Iron Springs, to connect it. So, it'll be a little bit of a weird-looking flag.

Don: The county would have to agree, but that hasn't happened yet.

Jett: Well, now I kind of have my bearings.

Randall: Now you're as confused as the rest of us?

Jett: No, no, I have my bearings.

Davis: Any other questions? How does the city feel about all of this? Is this in line with the progress that the city would like to see?

Don: I believe it is. We do discuss quite a bit about following the general plan. We hear that, I don't know, once or twice a month sometimes. I think when we went through this general plan back in 2022, we knew Port 15 was going to grow, and it certainly has. We thought there might be potential for commercial out there. We've seen some of that happen already. So, some of this

stuff on the map is a little bit arbitrary, but it's more of a vision, right? Well, that's changing out there; there's more demand for manufacturing out there. To Mike and Randall's point, it's already zoned for manufacturing in the county. If you look at the exhibit, if I can go back, this half here would be preserved for light industrial, where we start to get closer to some homes. So, I think we've kind of considered the whole picture, and the staff is fairly supportive of it.

Mike: So right now, there's a road dedication and subdivision that the county has approved, which will create four lots if that makes sense. Because right now it's two giant lots that cross Iron Springs Road. When this is approved here shortly, I mean, we just have to get the owner to sign it, they'll have basically this lot one, two, three, and four. Then, as they subdivide, we will have to figure out interior roads at that time to these back parcels. So, that's why we want to split it as heavy and industrial heavy manufacturing close to Iron Springs, and then these will just be the light industrial.

Davis: Okay, anything else?

***Public Hearing Open***

***Public Hearing Closed.***

**Jett motions for a positive recommendation to the General Plan Change. Lunt seconds; all in favor for a unanimous vote.**

**CEDAR CITY ORDINANCE NO. 0812-26-1**

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING  
CEDAR CITY'S GENERAL LAND USE PLAN FROM RURAL ESTATES AND  
CENTRAL COMMERCIAL TO BUSINESS AND LIGHT MANUFACTURING AND  
CENTRAL COMMERCIAL AND HIGH-DENSITY RESIDENTIAL TO HEAVY  
MANUFACTURING IN THE VICINITY OF 800 NORTH IRON SPRINGS ROAD**

**WHEREAS**, Yerushalmi Properties, the potential owner of the property at issue, located in the vicinity of 800 North Iron Springs Road, has petitioned Cedar City to change the current General Land Use Plan from Residential Estates and Central Commercial to Business and Light Manufacturing and Central Commercial and High-Density Residential to Industrial and Heavy Manufacturing for parts of Iron County Parcel Numbers E-0167-0000-0000 and E-0168-0000-0000. The property is more particularly described as shown in Exhibit A.

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

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

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is amended from Residential Estates and Central Commercial to Business and Light Manufacturing and Central Commercial and High-Density Residential to Industrial and Heavy Manufacturing for parts of Iron County Parcel Numbers E-0167-0000-0000 and E-0168-0000-0000, 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. 0812-26-1, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -  
Cox -  
Wilkey -  
Schmidt -  
Galan -

Dated this \_\_\_\_\_ day of August 2026.

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STEVE NELSON, MAYOR

[SEAL]

ATTEST:

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AMBER RAY, RECORDER

**Exhibit A**

Cedar City Ordinance 0812-26-1

- General Plan Change 800 North Iron Springs Road -



5

**CEDAR CITY COUNCIL  
AGENDA ITEM #03**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Darin Adams

**DATE:** 3 August 2026

**SUBJECT:** Flock Safety ALPR Insurance

**PROBLEM:** Since on or about June 30, 2026, unknown suspects have damaged or destroyed eight (8) Flock cameras, including some solar panels and poles.

**RECOMMENDATION:** Flock Safety provides insurance against vandalism, damage, and destruction. This insurance covers the cost to replace/repair any and all Flock products that we currently have installed. This means that in addition to covering hardware that has been damaged, any future damage to hardware would be completely covered. The insurance would become retroactive.

The contract is prorated, and so this year's amount would be \$5,340, with an annual cost of \$25,000 beginning in July 2027. The current cost estimate to replace the eight (8) damaged hardware systems, without insurance, is approximately \$23,500 according to the replacement fee schedule. As you can see, it would cost quadruple this year's fee just to replace the eight that have been damaged.

I recommend the city council approve the contract, thereby providing an insurance policy to cover current repairs and any that may become necessary in the future.



## **AMENDMENT**

This amendment (“**Amendment**”) amends the previously executed agreement between the Parties, dated 7/28/2026, relating to the provision of services by Flock Group Inc. (“**Flock**”) to UT - Cedar City PD (“**Customer**”) and any schedules or exhibits attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement the terms of this Amendment will prevail. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise. This Amendment is effective upon execution by both Parties (the “**Effective Date**”).

**The Agreement is amended as follows:** Any applicable Flock Hardware/Software, Professional Services and/or One Time Purchases listed on the table(s) below are added into the Agreement in its entirety. Any recurring fees added to the Agreement through this Amendment will be prorated as of the Effective Date of this Amendment. Any prorated amounts provided are for recurring fees only and subject to change based on Effective Date. After the current Term, Customer shall pay the fees as set forth in the applicable product tables pursuant to payment terms indicated on the Order Form or prior Agreement.

### **Hardware and Software Products**

Annual recurring amounts over subscription term

| Item                  | Cost | Quantity | Total       |
|-----------------------|------|----------|-------------|
| Flock Safety Platform |      |          | \$25,000.00 |

### **Professional Services and One Time Purchases**

| Item                                              | Cost      | Quantity | Total       |
|---------------------------------------------------|-----------|----------|-------------|
| Services                                          |           |          | \$5,340.00  |
| Flock Safety Professional Services                |           |          |             |
| Camera Protection Plan                            | \$500.00  | 3        | \$1,500.00  |
| Professional Services - Bundle Implementation Fee | -\$900.00 | -5       | -\$4,500.00 |
| Camera Protection Plan                            | \$500.00  | 32       | \$16,000.00 |
| Camera Protection Plan                            | \$500.00  | 3        | \$1,500.00  |
| Camera Protection Plan                            | \$500.00  | 12       | \$6,000.00  |
| Annual Recurring Subtotal:                        |           |          | \$25,000.00 |

### **Special Terms:**

By this Amendment, the Parties intend to add a Protection Plan to all Flock-provided hardware supplied under the Agreement. It is not the intent of this Amendment to modify any other term(s) of the Agreement beyond the addition of the Protection Plans and the fees associated with the added Protection Plans. The above-listed One Time Fees shall cover the cost of the Protection Plan through July 19, 2027. The Annual Recurring fees shall commence July 20, 2027.

For the avoidance of doubt, the Agreement is governed by the Master Services Agreement dated November 14, 2024. The Parties acknowledge and agree that the online Terms of Service referenced in the Agreement were not intended to replace, supersede, or modify the Master Services Agreement.



| Amendment Billing Schedule                                              |              |
|-------------------------------------------------------------------------|--------------|
| Amendment Total                                                         | \$5,340.00   |
| Invoice #1                                                              | \$5,340.00   |
| Annual Totals                                                           |              |
| New Annual Recurring                                                    | \$25,000.00  |
| Existing Annual Recurring                                               | \$157,500.00 |
| Net Total Annual Recurring                                              | \$182,500.00 |
| Amendment total is an estimate based on an executed date of 08/06/2026. |              |

**By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed Agreement.**

**FLOCK GROUP, INC.**

**Customer: UT - Cedar City PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

**CEDAR CITY COUNCIL  
AGENDA ITEM #04**

**DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Mike Phillips

**DATE:** 02 June2026

**SUBJECT:** Request to purchase a 2027 Chevy 3500 cab chassis

**PROBLEM:** The Fire Department was approved to purchase a new Squad 11 in the FY 26/27 budget for \$255,000—this request is one part of the project.

The State bid price on the Chevy 3500 Chevy Chassis is \$60,549 from Young Chevrolet.

Bradshaw Chevrolet's bid price is \$63,068, which was within 5% of the Young Chevrolet bid. The local bidder's preference allows the local bidder within 5% to match the lowest bid price.

Bradshaw Chevrolet chose not to use this option.

**RECOMMENDATION:** To approve the contract with Young Chevrolet for \$60,549



## Young Chevrolet

Scott Brown |

| sbrown@youngauto.net

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA LT  
(✓ Complete)

### Price Summary

#### PRICE SUMMARY

|                    | MSRP        |
|--------------------|-------------|
| Base Price         | \$53,400.00 |
| Total Options      | \$12,305.00 |
| Vehicle Subtotal   | \$65,705.00 |
| Destination Charge | \$2,795.00  |
| Grand Total        | \$68,500.00 |

2026 State Pricing

# 59,854.00

+ 695.00 Courtesy Delivery Oregon

# 60,549.00

Price Subject to 2027 Model Year Pricing

Approved by X \_\_\_\_\_

PO # X \_\_\_\_\_

Date X \_\_\_\_\_

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 29126. Data Updated: Jul 28, 2026 1:48:00 AM UTC.

## Mike Phillips

---

**From:** Mark Bradshaw <mark.b@bradshawchevy.com>  
**Sent:** Wednesday, July 1, 2026 6:14 PM  
**To:** Mike Phillips  
**Subject:** [EXTERNAL]: 2026 Reg Cab 3500 Cab and Chassis - 84.5" Cab to Axel  
**Attachments:** Fire Dept Reg Cab C.C..pdf

Price for Cedar City Fire is \$62,373. See attached for details.

"Courtesy Delivery Fee" to TC Chevrolet in Ashland Oregon is \$695.

So total including everything is \$63,068.

Thanks,

Mark Bradshaw



Vehicle: [Retail] 2026 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA LT  
(✔ Complete)

## Price Summary

### PRICE SUMMARY

|                    | MSRP               |
|--------------------|--------------------|
| Base Price         | \$53,400.00        |
| Total Options      | \$12,305.00        |
| Vehicle Subtotal   | \$65,705.00        |
| Destination Charge | \$2,795.00         |
| <b>Grand Total</b> | <b>\$68,500.00</b> |



This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 28876. Data Updated: Jul 1, 2026 1:51:00 AM UTC.

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM #06  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Shane Johnson

**Council Meeting Date:** August 5, 2026

**Subject:** **Consider bids for the Cemetery Renovation Phase 4 (6R) Project**

**Discussion:** The Cemetery Renovation Phase 4 (6R) project is a continuation of previous projects completed earlier this year and in 2024 and 2025 to upgrade roadways within the cemetery. Bids were opened on Friday, July 31, 2026. An exhibit is attached which shows the location of Phase 6R.

Local contractors and suppliers were notified of this project via email, newspaper advertisement, and on the City's website. The bid documents were requested by 16 contractors and 5 plan rooms. Cedar City received five (5) bids for the Cemetery Renovation Phase 6R project.

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

| <b>Bid Summary</b>                            |                      |
|-----------------------------------------------|----------------------|
| <b>Advanced Construction &amp; Design LLC</b> | <b>\$ 282,664.00</b> |
| <b>Southern Utah Paving</b>                   | <b>\$ 313,006.59</b> |
| <b>Doug Hunt Construction</b>                 | <b>\$ 345,282.67</b> |
| <b>PRT Builders, LLC</b>                      | <b>\$ 353,434.23</b> |
| <b>Viking Excavation, Inc.</b>                | <b>\$ 420,670.11</b> |

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

**Cemetery Renovation Project Phase 6R  
Project Funding  
(Account #10-83-732)**

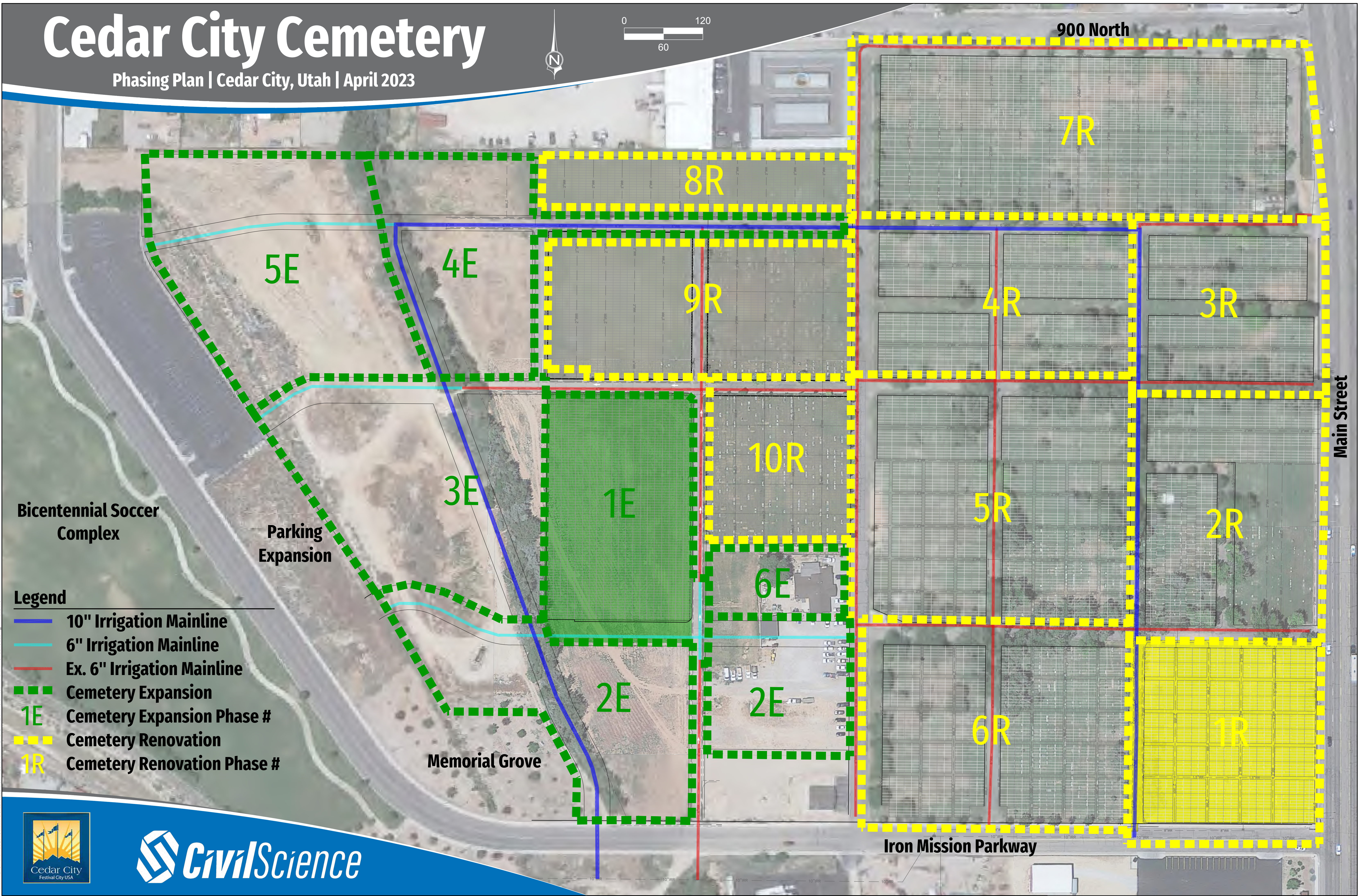
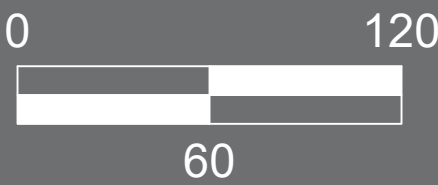
|                                          | <u>Funding</u>   | <u>Expenses</u>    | <u>Balance</u>  |
|------------------------------------------|------------------|--------------------|-----------------|
| <u>Funding</u> –                         |                  |                    |                 |
| Cemetery Renovation – Account #10-83-732 | \$525,000        |                    |                 |
| <br><u>Expenses</u> –                    |                  |                    |                 |
| Construction Contract Phase 6R           |                  | (\$282,664)        |                 |
| Tree Removal Cost (est.)                 |                  | (\$120,000)        |                 |
| Survey (drone flight)                    |                  | (\$5,000)          |                 |
| Materials Testing                        |                  | (\$3,000)          |                 |
| Contingency                              |                  | (\$30,000)         |                 |
| <br>Totals –                             | <b>\$525,000</b> | <b>(\$440,664)</b> | <b>\$84,336</b> |

Please consider whether to award the bid to Advanced Construction and Design, LLC for the Cemetery Renovation Phase 4 (6R) Project. Thank you for your consideration.



# Cedar City Cemetery

Phasing Plan | Cedar City, Utah | April 2023



Bicentennial Soccer Complex

Parking Expansion

Memorial Grove

900 North

Main Street

Iron Mission Parkway

## Legend

- 10" Irrigation Mainline
- 6" Irrigation Mainline
- Ex. 6" Irrigation Mainline
- Cemetery Expansion
- 1E Cemetery Expansion Phase #
- Cemetery Renovation
- 1R Cemetery Renovation Phase #





**CEDAR CITY  
CITY COUNCIL AGENDA ITEM #07  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Kent Fugal/Shane Johnson

**Council Meeting Date:** August 5, 2026

**Subject:** **Consider Sewer Upsizing Reimbursement to BZI Innovation Park for 30" Sewer Main.**

**Discussion:** The BZI Innovation Park has completed the installation of the master-planned 30" sewer through phase 1 of their development. They have requested reimbursement for the upsizing cost from 8" to 30" and 4' manholes to 5' lined manholes. The request includes approx.. 6,500 linear feet of sewer main and 21 manholes.

The total upsizing cost is \$1,279,153.15. This cost would be shared by Cedar City and Iron County. To calculate the percentage of the split between Cedar City and Iron County, staff overlaid the geographical service area of the new 30" gravity line over the City's and County's current and planned zoning maps. Using the sewer master plan, Staff applied a gpm flow based on the current or expected land use within the service area. The percentage breakdown was found to be 59.79% City and 40.21% County. Note that Iron County has not agreed to this percentage and argues for a lower percentage. Staff understands that Iron County has made a separate agreement with BZI, we are working on obtaining a copy of this agreement.

Applying the 59.79% gives a \$764,805.67 reimbursement responsibility from Cedar City. Per the current agreement, a portion of this amount would need to be paid back immediately and remaining balance would be due and over the next five years. The Sewer upsizing impact fee account currently has a balance of \$350,000.

The total upsizing cost to the City/County for the lift station is \$1,580.774.39. The percentage split between Cedar City and Iron County is not finalized, but is expected to be similar. The lift station will not be accepted or any reimbursement made until the pressure sewer line is constructed, tested and accepted by the City. The estimated full reimbursement cost for the pressure sewer line

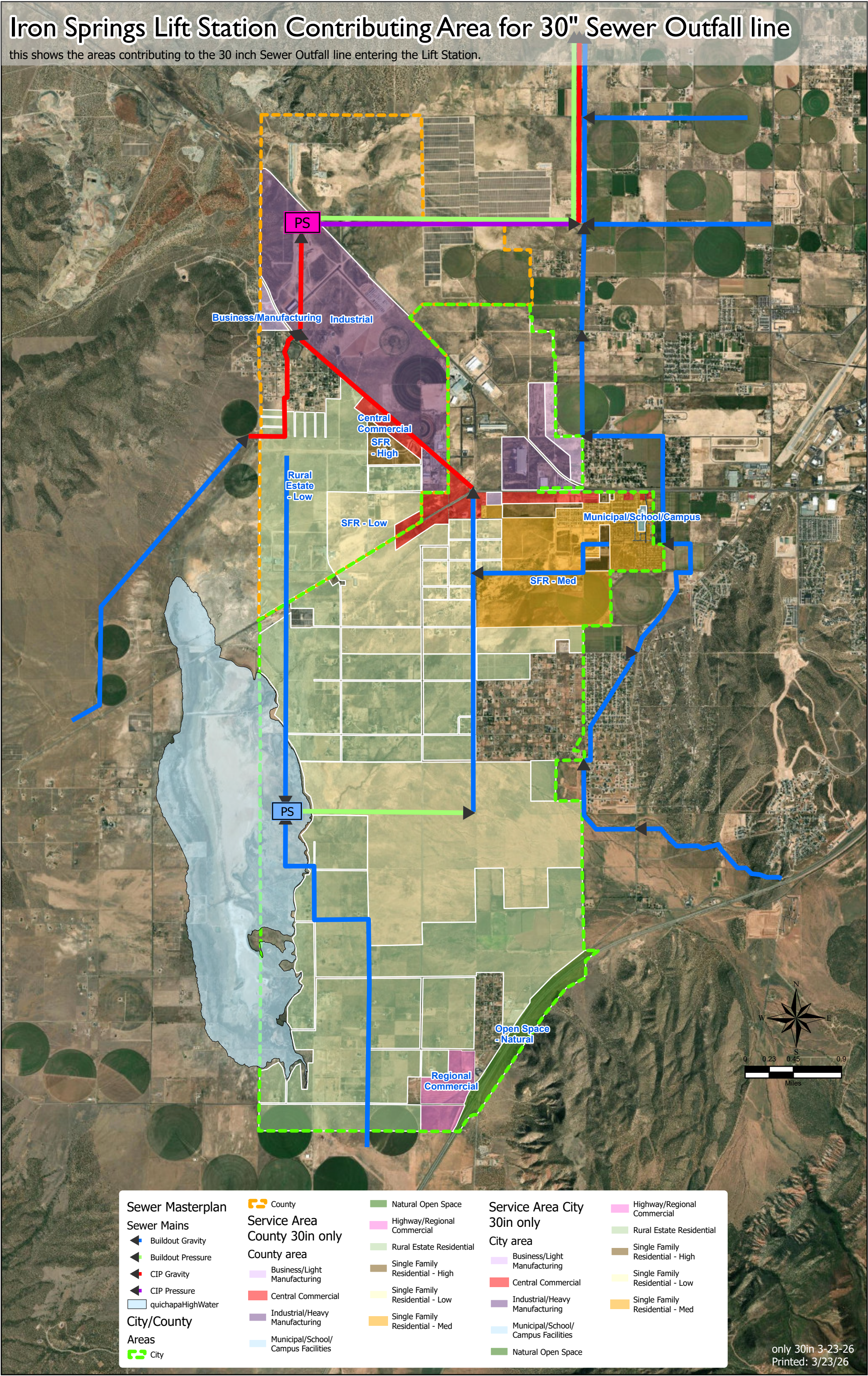
is ~\$1,089,752. The City is applying for a grant that would cover 60% of this upsizing cost.

Attached to this fact sheet are the upsizing map, percentage split calculation table, reimbursement request, cost spreadsheet for the 30" main, manholes, lift station and future pressure line and draft agreement with BZI.



# Iron Springs Lift Station Contributing Area for 30" Sewer Outfall line

this shows the areas contributing to the 30 inch Sewer Outfall line entering the Lift Station.





| General Plan            | Total Ac. | Total gpm | City<br>gpm/Ac. | City Area<br>(Ac.) | City Area<br>gpm | County<br>Area<br>gpm/Ac. | County<br>Area (Ac.) | County<br>Area gpm |
|-------------------------|-----------|-----------|-----------------|--------------------|------------------|---------------------------|----------------------|--------------------|
|                         |           |           |                 |                    |                  |                           |                      |                    |
|                         |           |           |                 |                    |                  |                           |                      |                    |
| Business/Manufacturing  | 126.6     | 37.98     | 0.3             | 87                 | 26.244           | 0.3                       | 39.12                | 11.74              |
| Central Commercial      | 267.4     | 80.22     | 0.3             | 193                | 57.966           | 0.3                       | 74.18                | 22.25              |
| Industrial              | 1573.95   | 865.67    | 0.55            | 237                | 130.3665         | 0.55                      | 1336.92              | 735.31             |
| Municipal/School/Campus | 11.25     | 3.38      | 0.3             | 11                 | 3.375            | 0.3                       |                      | 0.00               |
| Open Space - Natural    | 213.87    | 0.00      | 0               | 214                | 0                | 0                         |                      | 0.00               |
| Regional Commercial     | 169.03    | 50.71     | 0.3             | 169                | 50.709           | 0.3                       |                      | 0.00               |
| Rural Estate - Low      | 5288.41   | 687.49    | 0.13            | 4304               | 559.4836         | 0.13                      | 984.69               | 128.01             |
| SFR - High              | 179.27    | 125.49    | 0.7             | 102                | 71.085           | 0.7                       | 77.72                | 54.40              |
| SFR - Low               | 3141.36   | 628.27    | 0.2             | 2864               | 572.738          | 0.2                       | 277.67               | 55.53              |
| SFR - Med               | 1232.27   | 492.91    | 0.4             | 912                | 364.908          | 0.4                       | 320                  | 128.00             |
| Nichols County Dev.     | 0         | 100.00    |                 |                    |                  |                           |                      | 100.00             |
|                         |           |           |                 |                    |                  |                           |                      |                    |
| Total                   | 12203.41  | 3072.119  |                 | 9093               | 1836.875         |                           | 3110.3               | 1235.244           |
| Percentage              |           |           |                 |                    | 59.79%           |                           |                      | 40.21%             |

BZI INNOVATION PARK  
30-inch Sewer Reimbursement  
Iron County/Cedar City

SEWER MAIN UPSIZE

30-inch sewer main (required by Iron County & Cedar City)

|             | Phase 1         | Adder<br>SSMH #1 to SSMH #0 | TOTAL            |
|-------------|-----------------|-----------------------------|------------------|
| Linear Feet | 6,150.00        | 364.58                      | 6,514.58         |
| Cost        | \$ 1,299,000.00 | \$ 77,006.59                | \$ 1,376,009.59  |
|             |                 |                             | \$ 211.22 per LF |

8-inch sewer main (sufficient for BZIIP)

|             | Phase 1       | Adder<br>SSMH #1 to SSMH #0 | TOTAL           |
|-------------|---------------|-----------------------------|-----------------|
| Linear Feet | 6,150.00      | 364.58                      | 6,514.58        |
| Cost        | \$ 271,830.00 | \$ 16,114.44                | \$ 287,944.44   |
|             |               |                             | \$ 44.20 per LF |

SEWER MANHOLE UPSIZE (Lining Included)

|           | 60"/30-inch (Lined) | 48"/8-inch (Un-lined) |
|-----------|---------------------|-----------------------|
| SSMH #0   | \$ 30,115.00        | \$ 14,025.00          |
| SSMH #1   | \$ 20,584.00        | \$ 15,620.00          |
| SSMH #2   | \$ 20,363.00        | \$ 13,902.00          |
| SSMH #3   | \$ 18,566.00        | \$ 13,050.00          |
| SSMH #4   | \$ 18,418.00        | \$ 12,920.00          |
| SSMH #5   | \$ 20,409.00        | \$ 12,550.00          |
| SSMH #6   | \$ 19,412.00        | \$ 9,205.00           |
| SSMH #7   | \$ 17,573.00        | \$ 8,590.00           |
| SSMH #8   | \$ 17,437.00        | \$ 8,050.00           |
| SSMH #9   | \$ 17,175.00        | \$ 8,050.00           |
| SSMH #10  | \$ 17,360.00        | \$ 8,050.00           |
| SSMH #11  | \$ 17,470.00        | \$ 8,250.00           |
| SSMH #12  | \$ 17,654.00        | \$ 8,150.00           |
| SSMH #13  | \$ 18,652.00        | \$ 7,750.00           |
| SSMH #14  | \$ 18,273.00        | \$ 7,750.00           |
| SSMH #15A | \$ 17,510.00        | \$ 7,750.00           |
| SSMH #16  | \$ 17,510.00        | \$ 7,750.00           |
| SSMH #17  | \$ 17,672.00        | \$ 8,500.00           |
| SSMH #18  | \$ 18,254.00        | \$ 8,500.00           |
| SSMH #19  | \$ 18,383.00        | \$ 8,590.00           |
| SSMH #20  | \$ 17,890.00        | \$ 8,590.00           |
|           | \$ 396,680.00       | \$ 205,592.00         |

UPSIZING COST DIFFERENCE

\$ 1,279,153.15 Shared Cost by Cedar City & Iron County

Cedar City Share 59.79% = \$764,805.67

SEWER LIFT STATION UPSIZE

TBD



**BZI Park Sewer Reimburement Cost**

| Date: July 2026 |                                   |      |          |                      |                  |                        |                |                                |                       |                      |
|-----------------|-----------------------------------|------|----------|----------------------|------------------|------------------------|----------------|--------------------------------|-----------------------|----------------------|
| ITEM            | DESCRIPTION                       | UNIT | QUANTITY | Reg Cost (Developer) | Actual Unit Cost | Reg Amount (Developer) | Actual Amount  | Difference (City/County Share) | City Portion (59.79%) | County Portion (xx%) |
| 1               | 30" MP Sewer Line Upsizing        | LF   | 6514.58  | \$44.20              | \$211.22         | \$287,944.44           | \$1,376,009.59 | \$1,088,065.15                 | \$650,554.15          |                      |
| 2               | Manhole Lining and Upsizing       | LS   | 1        | \$205,592.00         | \$396,680.00     | \$205,592.00           | \$396,680.00   | \$191,088.00                   | \$114,251.52          |                      |
| 3               | Clearing and Grubbing             | LS   | 1        | \$13,350.00          | \$15,000.00      | \$13,350.00            | \$15,000.00    | \$1,650.00                     | \$986.54              |                      |
| 4               | Perimeter Wall                    | LS   | 1        | \$31,269.57          | \$33,265.50      | \$31,269.57            | \$33,265.50    | \$1,995.93                     | \$1,193.37            |                      |
| 5               | Site Preparation/Grading          | LS   | 1        | \$91,245.03          | \$102,522.51     | \$91,245.03            | \$102,522.51   | \$11,277.48                    | \$6,742.81            |                      |
| 6               | Lift Station Structure/Mechanical | LS   | 1        | \$653,777.82         | \$990,572.46     | \$653,777.82           | \$990,572.46   | \$336,794.64                   | \$201,369.52          |                      |
| 7               | Lift Station Piping               | LS   | 1        | \$37,365.82          | \$533,797.42     | \$37,365.82            | \$533,797.42   | \$496,431.60                   | \$296,816.45          |                      |
| 8               | Lift Station Electrical           | LS   | 1        | \$195,794.01         | \$241,721.00     | \$195,794.01           | \$241,721.00   | \$45,926.99                    | \$27,459.75           |                      |
| 9               | Backup Generator                  | LS   | 1        | \$43,699.35          | \$436,993.50     | \$43,699.35            | \$436,993.50   | \$393,294.15                   | \$235,150.57          |                      |
| 12              | 5% OHP costs                      | LS   | 2        | \$0.00               | \$118,856.24     | \$0.00                 | \$237,712.48   | \$237,712.48                   | \$142,128.29          |                      |
| 13              | Soft Costs                        | LS   | 1        | \$128,767.88         | \$184,459.00     | \$128,767.88           | \$184,459.00   | \$55,691.12                    | \$33,297.72           |                      |
|                 |                                   |      |          |                      |                  |                        |                |                                | \$1,709,950.68        | \$0.00               |

|                      |                       |                       |                       |                     |
|----------------------|-----------------------|-----------------------|-----------------------|---------------------|
| 30" Sewer Totals:    | <b>\$493,536.44</b>   | <b>\$1,772,689.59</b> | <b>\$1,279,153.15</b> | <b>\$764,805.67</b> |
| Lift Station Totals: | <b>\$1,195,269.48</b> | <b>\$2,776,043.87</b> | <b>\$1,580,774.39</b> | <b>\$945,145.01</b> |
| Combined Totals:     | \$1,688,805.92        | \$4,548,733.46        | \$2,859,927.54        | \$1,709,950.68      |

Previous Payments:  
Additional Request: \$1,709,950.68

|                                 |                         |    |        |             |             |              |                |                |  |  |
|---------------------------------|-------------------------|----|--------|-------------|-------------|--------------|----------------|----------------|--|--|
| <b>Not Installed (Estimate)</b> |                         |    |        |             |             |              |                |                |  |  |
| 10                              | 16" Pressure Sewer Line | LF | 10,600 | \$16.43     | \$117.35    | \$174,158.00 | \$1,243,910.00 | \$1,069,752.00 |  |  |
| 11                              | Air Vacs                | LS | 1      | \$20,000.00 | \$40,000.00 | \$20,000.00  | \$40,000.00    | \$20,000.00    |  |  |

16" Pressure Main Est. Total: **\$1,089,752.00**

## **REIMBURSEMENT AGREEMENT for 30-INCH COLLECTION MAIN SEWER LINE**

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of August \_\_\_\_\_, 2026 (the Effective Date”), by and between BZI Innovation Park, LLC, a Utah limited liability company, for itself and for its successors and assigns (“Developer”), Iron County, a political subdivision of the State of Utah (“County”) and Cedar City, a municipal corporation of the State of Utah (the “City”). Developer, County, and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Developer is proposing to install new sewer infrastructure for its approximately 825 acre development project located at 1356 N Iron Springs Road, Cedar City, UT 84721 (the “Project”) at the size required by City and County codes and standards.

**WHEREAS**, The City and County seek to have the sewer infrastructure within the Project upsized to accommodate additional off-site uses and both the City and County at large.

**WHEREAS**, The City and County have determined that it is necessary and in the best interest of the public health, public safety, and general welfare of the City and County that they reimburse Developer for the cost of upsizing the sewer infrastructure;

**NOW THEREFORE**, the parties agree as follows:

### **AGREEMENT**

1. **Sanitary Sewer Line.** Developer is proposing to install sewer system infrastructure through its project at the size required by City and County codes and standards. The City and County seek to have the sewer system infrastructure within the development upsized to accommodate additional off-site uses and the City and County at large. Each upsized pipe and additional sewer system infrastructure is a system improvement. The estimated costs of the sewer system infrastructure are set forth, and agreed to as shown, in the attached **Exhibit A**.
2. **System Improvements Reimbursement.** The upsizing of sewer system infrastructure described above and in **Exhibit A** are each a System Improvement and collectively the “System Improvements.” The City and County agree to reimburse Developer for the System Improvements in an amount **equal to the actual costs** of the System Improvements (the “Reimbursement Amount”).
3. **City and County’s Respective Share of the Reimbursement Amount.** City and County have reviewed and analyzed the benefit that the System Improvements shall have on their respective communities and agreed to split the Reimbursement Amount according to the following percentages:

**Commented [DH1]:** Instead of “costs” should we state “percentage share” since paragraph 4(a) references a “final cost”?

City to pay 59.79% or \$  
County to pay 37.7%

**4. Payment of the Reimbursement Amount.** City and County shall pay their respective share of the Reimbursement Amount as follows:

- a. The City shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing City the actual final cost of the System Improvements. The City's payment shall be made as follows:
  - b.
    - i. \$ [REDACTED] via check made out to Developer within 30 days of completion and approval of the System Improvements and Developer providing City the actual final cost of the System Improvements.
    - ii. City's remaining portion of the Reimbursement Amount shall be paid using impact fees. These payments will be made on an annual basis after an annual review and reconciliation of the outstanding Reimbursement Amount due to Developer. Annual payments shall be made within 30 days of the annual reconciliation meeting.
    - iii. If City has not paid in full its share of the Reimbursement Amount within 5 years of the Effective Date, such unpaid balance shall become immediately due and payable in full by the City.
- c. The County shall pay its share of the Reimbursement Amount upon completion and approval of the System Improvements and Developer providing County the actual final cost of the System Improvements. The County's payment shall be made as follows:
  - i. \$ [REDACTED] via check made out to Developer within 30 days of completion and approval of the System Improvements and Developer providing County the actual final cost of the System Improvements.
  - ii. County's remaining portion of the Reimbursement Amount shall be paid using impact. These payments will be made on an annual basis after an annual review and reconciliations of the outstanding Reimbursement Amount due to Developer. Annual payments shall be made within 30 days of the annual reconciliation meeting.
  - iii. If County has not paid in full its share of the Reimbursement Amount within 5 years of the Effective Date, such unpaid balance shall become immediately due and payable in full by the County.

iv. Developer acknowledges receipt of five hundred fifteen thousand dollars and no cents (\$515,000.00) from Iron County dated 6/18/2025 which will serve as a deposit amount to be credited against Iron County's share of the Reimbursement Amount.

5. **Choice of Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, written or oral, regarding the subject matter hereof.
7. **Modification.** This Agreement may only be modified or altered by a writing signed by both parties.
8. **Attorney Fees.** In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.
9. **Execution.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement.
10. **Severability.** The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or unenforceability of the remaining provisions hereof.
11. **Third-Party Beneficiary Interests.** Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement and/or their respective successors and assigns; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement and/or their respective successors and assigns.
12. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

|                                      |                                    |
|--------------------------------------|------------------------------------|
| <b>CITY:</b><br><br>CEDAR CITY,<br>a | <b>COUNTY:</b><br><br>IRON COUNTY, |
|--------------------------------------|------------------------------------|



|                                        |                                                                                                                                                                                                         |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| By: _____<br>Name: _____<br>Its: _____ | a political subdivision of the State of Utah<br><br>By: _____<br>Name: _____<br>Its: _____<br><br>Approved as to form and legality:<br>County Attorney<br>By: _____<br>County Recorder<br><br>By: _____ |
|                                        |                                                                                                                                                                                                         |

**DEVELOPER:**

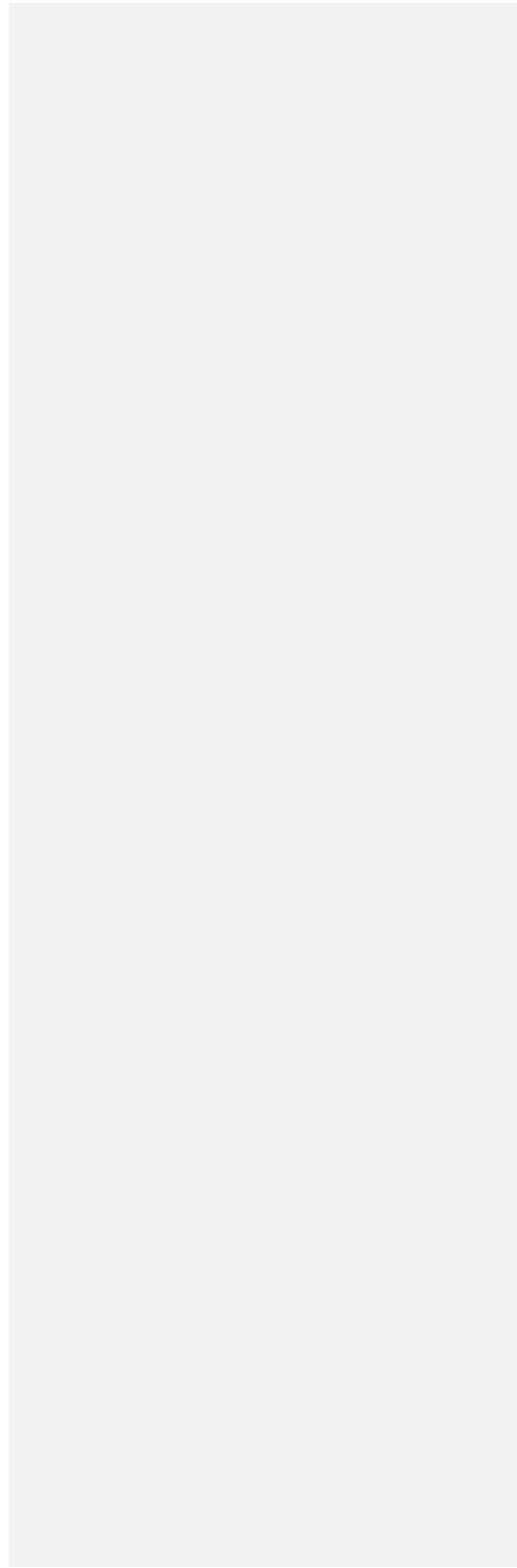
BZI INNOVATION PARK, LLC,  
a Utah limited liability company

By BZI Group, Inc.,  
a Delaware corporation,  
its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

System Improvements



**CEDAR CITY  
CITY COUNCIL AGENDA ITEM #08  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Bill Maxwell

**Council Meeting Date:** August 5, 2026

**Subject:** **Consider a maintenance agreement between Cedar City and UDOT to use a culvert for the Fiddler's Canyon Trail to cross Main Street.**

Discussion: City staff have worked with UDOT to secure access for the Fiddler's Canyon Trail to use an existing culvert that crosses Main Street near the intersection with Nichols Canyon Road. Part of that access includes a maintenance agreement between Cedar City and UDOT to maintain the culvert.

City Staff have reviewed the agreement and recommend it be signed.

Please consider approving the maintenance agreement between Cedar City and UDOT.



**State of Utah**  
**Department of Transportation**

|                                       |                                                                                       |               |
|---------------------------------------|---------------------------------------------------------------------------------------|---------------|
| <b>Maintenance Agreement</b>          | Project Description: Fiddler's Canyon Trail Extension<br><br>Local Agency: Cedar City | Authority No. |
| Pin: 20623<br><br>Job/ Project: 74440 |                                                                                       | Date Executed |

**THIS AGREEMENT** is made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, ("UDOT"), and **Cedar City**, a municipal corporation of the State of Utah, (the "City") (collectively, the "Parties").

**RECITALS**

**WHEREAS**, UDOT has right-of-way on SR-130, Main Street in Cedar City, Utah; and

**WHEREAS**, the City wishes to construct and maintain the Fiddler's Canyon Trail Extension, in accordance with Utah Code § 72-3-109 and Utah Admin Code R918-6, a portion of which trail crosses the UDOT right-of-way under a bridge, and through a UDOT-owned box culvert ("Trail-Culvert Area") at MP 5.4 of SR-130, as shown in the Plans attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, the Parties desire to enter into a cooperative agreement stating their roles and responsibilities for the Trail Extension.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which by this reference are incorporated herein, and for other good and valuable consideration, which the Parties agree is sufficient, the Parties agree as follows:

- I. Work. The City is responsible for construction of the Fiddler's Canyon Trail Extension, including the Trail-Culvert Area, as described in Exhibit A and as follows:
  - A. The Trail-Culvert Area trail features include fencing around the Trail Culvert Area; a gate closing access on both sides of the culvert; and features to channelize any runoff through the culvert, including rock features and shoulders.
  - B. All construction expenses are the sole responsibility of the City.
  - C. The City shall not impact or damage any roadway or utility improvements within the UDOT right-of-way.
- II. Operation and Maintenance. The City agrees to operate the Trail Extension and perform all maintenance work in connection with the Trail-Culvert Area, and to maintain the Trail-Culvert Area in a good, proper, and safe condition for use by the public. Maintenance includes, but is not limited to: repairing pavement surface, snow removal, clearing debris, repair all asphalt and striping, maintaining integrity of walls, pruning, mowing, replacing material, repairing systems, erosion control, drainage, weed control, litter control, landscaping, trees, irrigation, graffiti removal, and removal of signage or other installation in the right-of-way unless authorized by UDOT in writing. UDOT shall not be responsible for any funding for maintenance or performing any work for maintenance of the Trail-Culvert Area. All maintenance expenses are the responsibility of the City.



- III. License. UDOT hereby provides a non-exclusive license to the City access to construct and maintain the Trail-Culvert Area so the City can perform the City's responsibilities as stated in this Agreement. This license extends only to the UDOT right-of-way under the bridge at MP 5.4, and does not allow the City, its employees, agents, contractors, or invitees to access the roadway surface above the Trail-Culvert Area.
- IV. Encroachment Permit. The City must obtain a permit from UDOT for construction of the Trail-Culvert Area. If maintenance of the Trail-Culvert Area requires work within the SR-130 roadway, then the City must obtain a separate encroachment permit from UDOT, and any traffic control must be implemented according to the MUTCD guidelines.
- V. Safety. The City agrees to close the gates to the Trail-Culvert Area for a reasonable time when heavy precipitation is forecast for the vicinity.
- VI. UDOT Ownership. UDOT will remain the owner of the right-of-way and the real properties on which Trail-Culvert Area facilities are installed.
- VII. Inspection. UDOT reserves the right to inspect the Trail-Culvert Area upon completion of construction and at any time during the City's operation of the Trail-Culvert Area. UDOT must approve in writing any significant changes to the Trail-Culvert Area before any work may begin.
- VIII. UDOT Needs. UDOT reserves the right to use any portion of the right-of-way, including the Trail-Culvert Area. UDOT also reserves the right to use the entire non-travelled portion of the right-of-way for snow storage. Furthermore, UDOT will not be held responsible for damage to the landscaping caused by snow removal operations.
- IX. Transportation Purposes. Upon request by UDOT in connection with UDOT's transportation purposes, the City shall remove and/or relocate the Trail-Culvert Area at the City's expense within a reasonable time acceptable to UDOT and UDOT will not replace or reimburse the City for the trail improvements.
- X. Utilities. The City shall avoid utilities that may be affected by the Trail-Culvert Area. If the utilities cannot be avoided, such utilities shall be relocated or repaired at the City's sole expense.
- XI. Risk of Loss.
  - A. The City agrees to hold accept all risk of loss in connection with the Trail-Culvert Area, including, but not limited to, the risk of property damage and personal injury to users of such Trail-Culvert Area, and all claims and losses associated with such path. The City agrees to hold harmless, defend, and indemnify UDOT, its officers, employees, and agents from and against all losses of every kind and character (including but not limited to claims, demands, suits, actions, and proceedings) that arise from or relate to this Agreement, the City's performance of this Agreement, or the City's negligent or wrongful acts or omissions. UDOT is a governmental entity of the State of Utah and nothing herein shall be interpreted as waiving the damage limitations or any other provision of the Utah Governmental Immunity Act. Nothing in this Agreement is intended to create additional rights to third parties. This indemnification obligation shall survive the expiration or termination of this Agreement. Nothing in this Agreement alters the Utah Governmental Immunity Act.
  - B. In addition to the indemnification obligation set forth above, the City, at its sole cost, shall repair or replace (to UDOT's satisfaction) any damaged property that belongs to UDOT. The City shall promptly notify UDOT of any such damage, and shall also give UDOT prompt notice of any potential claims or losses that may affect UDOT. At all times. The City shall not alter or install improvements on UDOT's property without UDOT's prior written consent.

**XII.** Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless a Party provides written notice of termination to the other Party at least thirty (30) days prior to expiration of the current term.

**XIII.** Termination. This Agreement may be terminated as follows:

- A. By mutual agreement of the parties, in writing.
- B. By UDOT for the City's default in performing its obligations as set forth in and reasonably contemplated by the provisions of this Agreement. Reasonable allowances will be made for circumstances beyond the control of the City. Thirty days' written notice of intent to terminate is required and shall specify the reasons for termination, delivered as per Paragraph XIV. The Agreement will not terminate if the City commences a cure within such thirty-day period and diligently pursues it to completion. If the breach is not remedied within such time period, then UDOT may send a notice of termination and this Agreement will terminate immediately upon delivery of such notice.
- C. By the City if it ceases to operate the Trail Extension. If the City terminates the Agreement, the City shall be responsible for all the costs that UDOT incurs prior to the termination; or
- D. By UDOT for the convenience of the State upon written notice to the City.

**XIV.** Communication. The Parties agree that as day-to-day maintenance or communication needs arise related to the Trail-Culvert Area, the following Party staff shall act as points of contact:

For UDOT: Cedar City Station Supervisor

For CITY: Parks/Outdoor Facilities Division Head

**XV.** Miscellaneous. The following terms apply to this Agreement:

- A. Notices. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

| <u>To UDOT:</u>                                                                                                         | <u>To CITY:</u>                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Utah Department of Transportation<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114<br>Attention: _____ | With a copy to:<br><br>Assistant Attorney General (UDOT)<br>4501 South 2700 West<br>Box 143600<br>Salt Lake City, UT 84114 |

- B. Further Assurances. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action. The parties further agree to work together cooperatively and in good faith to accomplish the intent of this Agreement.
- C. UDOT Actions. UDOT's action or inaction when providing a consent, review, acceptance, or approval, or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- D. General. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign or delegate this Agreement and actions required by it without the other parties' prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet in good faith in an effort to resolve it. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

|                                                    |  |      |  |                                                |  |      |  |
|----------------------------------------------------|--|------|--|------------------------------------------------|--|------|--|
| Cedar City]                                        |  |      |  | <b>Utah Department of Transportation</b>       |  |      |  |
| By                                                 |  | Date |  | By                                             |  | Date |  |
| Steven Nelson, Mayor                               |  |      |  | Kirk Thornock, Region Director]                |  |      |  |
| By                                                 |  | Date |  | By                                             |  | Date |  |
| ATTEST: Amber Ray, City Recorder                   |  |      |  | ATTEST: Jami Gentry, Administrative Assistant] |  |      |  |
| By                                                 |  | Date |  | By                                             |  | Date |  |
| Title/Signature of additional official if required |  |      |  | Comptroller Office                             |  |      |  |

**CEDAR CITY  
CITY COUNCIL AGENDA ITEM #09  
STAFF INFORMATION SHEET**

**To:** Mayor and City Council

**From:** Jonathan Stathis

**Council Meeting Date:** August 5, 2026

**Subject:** **Discussion on upcoming water projects and back-up generators.**

**Discussion:** Cedar City has some large water projects coming up that are currently in the design process – the Pressure Reduction and Chlorination project, and the Cedar Canyon Springs Filtration Treatment Plant project. These projects are required by the Utah Division of Drinking Water (DDW). As these projects are progressing through the design phase, information is being provided in this Information Sheet to allow for discussion and key decisions to be made regarding the design elements.

In addition to these upcoming water projects, there is also interest in starting a project to install back-up generators at the City's existing water facilities. The back-up generators would allow the water system to remain operational during power outages. Information is being provided regarding back-up generators, as well as an overview of the City's culinary water and pressurized irrigation systems.

Please consider the following information regarding these projects.

**1. Pressure Reduction and Chlorination Project:**

This project will allow the western portion of the City's water system to be chlorinated and make a connection to the Cedar Valley Water Conservancy (CVWC) system. Currently, the water being delivered from the City's four north Quichapa Wells (#5, #6, #7, and #8) is not chlorinated. The Utah Division of Drinking Water is requiring that all sources of water in the City's culinary system be chlorinated.

Due to the very high pressure in the system coming in along Highway 56, the pressure needs to be reduced from 350 psi down to about 150 psi in order to install chlorination equipment. This project involves the construction of two pump



stations (the West Pump Station which is proposed to be located on CVWC property at the “Y” and the 800 South Pump Station which will be located on City-owned property across Silver Silo on Cross Hollow Road, each pumping 6,800 gallons per minute), a chlorination system at the West Pump Station, a 2 million gallon concrete water tank at 800 South Cross Hollow Road across from Silver Silo, and a connection to the Cedar Valley Water Conservancy (CVWC) water system near the “Y” which allow pumping from the new CVWC 4 million gallon tank.

As this project is currently in the design phase, several key decisions need to be made regarding this project in order to keep the project moving forward. The following information is provided regarding the key decisions.

- **Quichapa Wells Rehabilitation:** In order to meet deadlines set by DDW, the first phase of this project will be to rehabilitate the existing Quichapa Wells #5, #6, #7, and #8. The rehabilitation needs to begin in November this year once the wells can be shut down and be completed before Spring 2027 when they need to be back in service. The well rehabilitation is intended to reduce sand production, improve flowrate, reduce drawdown, and flow test the wells to gather information for designing the pumps and motors that will need to be installed once the pressure is reduced in this area. The cost estimate for the well rehabilitation is **\$1,128,000**. There needs to be a decision made regarding how this first phase will be funded. Funding options for the Quichapa Wells rehabilitation include the following:
  - Funding Option #1: Use funds from the Water Enterprise Fund unrestricted balance. Currently, the unassigned fund balance of unrestricted funds is \$2,023,228.
  - Funding Option #2: Re-allocate funds from Water capital project(s) that are already funded. The table on the following page provides a list of the capital projects that are currently funded.
  - Funding Option #3: Temporarily re-assign funds from one of the capital projects and then backfill that project once the bonds have been issued for the Pressure Reduction and Chlorination project.

**Current Capital Projects in the Water Enterprise Fund**

| <b>Project Name – Water Enterprise Fund</b>                 | <b>Account #</b> | <b>Budget Amount</b>  |
|-------------------------------------------------------------|------------------|-----------------------|
| <b>Carryover from FY26</b>                                  |                  |                       |
| Rate Study – Water                                          | 51-40-310        | \$9,000               |
| Master Plan Study for Cedar Canyon                          | 51-40-310        | \$5,503               |
| Cedar Canyon Filtration Facility                            | 51-40-720        | \$2,195,269           |
| Cedar Canyon Water Tank – 800 So Tank Project               | 51-40-722        | \$606,783             |
| New 8-inch Waterline for Roundabout Project 1150 W Center   | 51-40-731        | \$130,000             |
| 1700 West Waterline Loop / Replacement                      | 51-40-731        | \$196,851             |
| 100 E Section – 675 N to 900 N – Waterline                  | 51-40-735        | \$148,625             |
| 800 West Street Extension – Waterline                       | 51-40-735        | \$90,000              |
| 3900 West Waterline System Looping                          | 51-40-737        | \$1,100,00            |
| Chlorination System for Wells                               | 51-40-740        | \$72,765              |
| Chlorination System for Wells                               | 51-40-740        | \$378,998             |
| <b>FY26 Carryover Subtotal =</b>                            |                  | <b>\$4,933,796</b>    |
| <b>Approved in FY27 Budget</b>                              |                  |                       |
| Waterline Replacement Projects (Monterey Dr. area)          | 51-40-731        | \$1,500,000           |
| Work Truck (2 @ \$52,500)                                   | 51-40-741        | \$130,000             |
| Hydro-Vac Trailer                                           | 51-40-740        | \$55,000              |
| Demo & Removal of Cedar Canyon Tank                         | 51-40-722        | \$50,000              |
| Westview Dr. Waterline from Foundation Trail to Benson Way  | 51-40-731        | \$200,000             |
| Update & Recalibrate the Water Model                        | 51-40-310        | \$10,000              |
| Waterline Betterment Costs for I-15 So. Interchange Project | 51-40-731        | \$280,000             |
| Water Rights Acquisition                                    | 51-40-712        | \$100,000             |
| Culinary Well - 3000 North                                  | 51-40-711        | \$3,311,530           |
| 800 West Street Extension - Waterline                       | 51-40-735        | \$ 40,000             |
| 3900 W. Waterline Systems Looping                           | 51-40-737        | \$ 1,600,000          |
| Chlorination System for Wells                               | 51-40-740        | \$75,000              |
| <b>FY27 Budget Subtotal =</b>                               |                  | <b>\$7,351,530</b>    |
| <b>Cash Balance as of 6/30/2026 =</b>                       |                  | <b>\$14,308,554</b>   |
| <b>Current Unassigned Cash Balance =</b>                    |                  | <b>\$2,023,228.25</b> |

Note: The budget amounts for the “Rate Study – Water” and “100 E Section – 675 N to 900 N – Waterline” projects were adjusted in a Budget Revision at the end of FY26, however, those amounts are not reflected yet in this table in order to match up with the latest accounting information.

- **Building material for the pump stations:** Masonry Block (CMU) or Pre-engineered Metal Building (PEMB). There are two options for the construction of the pump station buildings – either CMU or PEMB. For Pressure Reduction and Chlorination project, the additional capital cost to use CMU is approximately \$633,600 which includes both pump stations and 20% contingency (\$316,800 each).

The following table lists the advantages and disadvantages of both options:

**Pressure Reduction and Chlorination Project  
Masonry Building vs. Pre-engineering Metal Building**

| <b>Building Material</b>                    | <b>Advantages</b>                                                                                                                                                                                                                                                                                                         | <b>Disadvantages</b>                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Masonry Building (CMU)</b>               | <p>Lower energy, maintenance, and repair costs.</p> <p>Longer life than PEMB (CMU has a 75 – 100 year lifespan).</p> <p>Safety and security – provides a more secure building to prevent entry and damage. Approximate savings of \$100,000 over 50 years.</p> <p>Overall life cycle cost is about 3% less than PEMB.</p> | <p>Higher capital cost than CMU (CMU cost is about 2.3 times PEMB).</p> <p>More difficult to reconfigure or add onto in the future.</p>                                                                                                                                                                                                                                                                   |
| <b>Pre-Engineered Metal Building (PEMB)</b> | <p>Lower capital cost than CMU (approximate capital cost savings is \$633,600).</p> <p>Allow for easier reconfiguration or additions to the building in the future.</p>                                                                                                                                                   | <p>Higher energy, maintenance, and repair costs. Panels may need to be repainted or replaced at 20 – 30 years.</p> <p>Shorter life than CMU (PEMB has a 40 – 60 year lifespan).</p> <p>Rust potential due to piled snow and weather in Cedar Canyon.</p> <p>Less safety and security than CMU. Approximate loss of \$100,000 over 50 years.</p> <p>Overall life cycle cost is about 3% more than CMU.</p> |

- **Building Size at the 800 South Pump Station:** As part of the Pressure Reduction and Chlorination Project, the new pump station adjacent to the 800 South Water Tank will need to have pumps installed in the future to serve a proposed future tank in the Iron Horse development to the south. Those pumps will not be installed as part of this project; however, there will either need to be room left in the building for the future pumps or the building will need to be expanded in the future to accommodate 3 additional pumps.

The estimated additional cost plus contingency to enlarge the building with the current project is as follows for each type of building material:

- CMU additional cost = +\$80,400
- PEMB additional cost = +\$50,400

- **Chlorination type at the West Pump Station:** The type of chlorination used to chlorinate the Quichapa north wells needs to be determined. The two options considered for chlorination at this facility are:

- Liquid Chlorine 12.5% Sodium Hypochlorite.
- On-Site Sodium Hypochlorite Generation.

Liquid chlorination uses 12.5% sodium hypochlorite (bleach) that is stored on site in storage tanks. On-site generation involves the manufacturing on-site of chlorine solution using salt. On-site generation has a much higher capital cost than liquid chlorination. The additional capital cost plus contingency to use on-site generation is approximately \$684,000.

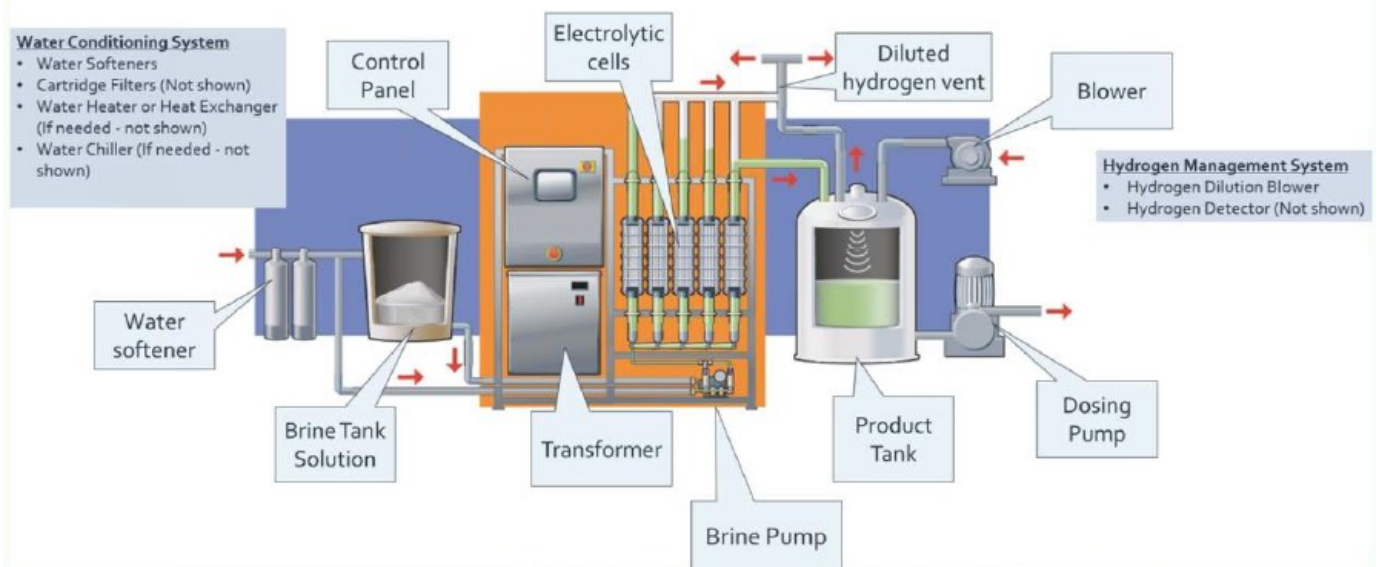
Gas chlorination is not being considered at this facility due to the high flowrates, large amounts of chlorine that will be needed, and safety concerns associated with handling and operating large gas cylinders.

On the following page are some exhibits showing both Liquid Chlorine and On-Site Generation.

## Liquid Chlorine - Storage Tanks



## On-Site Sodium Hypochlorite Generation – System Schematic





The following table lists the advantages and disadvantages of both options for chlorination:

**Pressure Reduction and Chlorination Project**  
**Liquid Chlorination vs. On-Site Generation**

| <b>Chlorination Type</b>                      | <b>Advantages</b>                                                                                                                                                                                                                                                                                                               | <b>Disadvantages</b>                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Liquid Chlorine 12.5% Bleach</b>           | <p>Liquid is stored in storage tanks with secondary containment.</p> <p>Much lower capital cost than on-site generation (approximate capital cost savings is \$684,000).</p> <p>Ease of maintenance and operation of the chlorination system.</p> <p>Operators are familiar with using liquid chlorine at an existing site.</p> | <p>Overall life cycle cost is approximately \$466,000 higher than On-Site Generation.</p> <p>Requires more safety measures due to delivery and storage of the liquid.</p> <p>The chlorine concentration will degrade over time. Deliveries need to be adjusted based on usage.</p>                                                                                                                                                 |
| <b>On-Site Sodium Hypochlorite Generation</b> | <p>Overall life cycle cost is less than liquid. The break-even point for the additional capital cost is at about 17 years.</p> <p>Chlorine solution is produced on-demand preventing the degradation of the solution.</p>                                                                                                       | <p>Much higher capital cost than Liquid (additional cost is \$684,000).</p> <p>Higher energy, maintenance, and repair costs. Continuous power usage is needed.</p> <p>The system is much more complex with more equipment to maintain, operate, repair, and replace.</p> <p>Salt delivery, storage, and handling can be difficult in large quantities.</p> <p>The process generates hydrogen gas that must be properly vented.</p> |

- **Back-up Generators at all facilities in this project:**  
As part of the Pressure Reduction and Chlorination project, back-up generators are proposed to be designed and installed. The generators can either be designed with full redundancy, or emergency redundancy. In addition, with full redundancy at each pump station, the generators can be sized to either handle the current conditions which include pumping at a flowrate of 6,800 gallons per minute (gpm) or the generators can be sized to handle the future flowrate conditions that are anticipated.

In the future, the West Pump Station will need to have another pump added that will allow the flowrate to be increased to 10,000 gpm. Space will be constructed in the West Pump Station building for an additional pump to be added later when a new master-planned waterline is installed in Center Street to provide for the additional capacity. Currently, the existing 20-inch waterline in Highway 56 has a maximum capacity of 6,800 gpm, therefore the additional flow to reach 10,000 gpm could not be conveyed until another transmission waterline is completed. It is anticipated that the additional pump will be added within the next 10 – 15 years as the additional waterline in Center Street is completed and as the CVWC completes additional source capacity that can be utilized, such as new wells in Basin 71 and the Pine Valley Water Supply project. The cost to upsize the back-up generator with this project in order to accommodate the future pump at the West Pump Station would be an additional \$235,000.

In the future, the 800 South Pump Station will need to have 3 additional pumps added that will allow 3,000 gpm to be pumped up to a new tank located south of the 800 South Tank site. This new tank will be at the same elevation as the South Tank to provide additional storage for the South pressure zone. This is part of a proposed water master plan amendment in the Cross Hollows area that will be coming to the Planning Commission and City Council for consideration very soon. The future pumps will not be needed until such time as the new tank is constructed and as additional development necessitates it. The cost to upsize the back-up generator with this project in order to

accommodate the future pumps at the 800 South Pump Station would be an additional \$200,000.

Full Redundancy with generators at all facilities:

The cost estimates for full redundancy with generators at all sites in the Pressure Reduction and Chlorination project are as follows. The final horsepower requirements at the Quichapa Wells are not known yet. However, the cost estimates are based on an assumed downsizing of the motors to 400 horsepower (HP). These costs do not include contingency – the contingency will be included in the total cost.

- Quichapa Well #5 cost (400 HP) = \$575,000
- Quichapa Well #6 cost (400 HP) = \$575,000
- Quichapa Well #7 cost (400 HP) = \$575,000
- Quichapa Well #8 cost (400 HP) = \$575,000
- West Pump Station options:
  - West Pump Station current conditions cost to run 3 pumps (1,200 HP; 6,800 gpm; 1.5 MW) = \$1,000,000;  
or
  - West Pump Station future conditions cost to run 4 pumps (1,600 HP; 10,000 gpm; 1.75 MW) = \$1,235,000
- 800 South Pump Station options:
  - 800 South Pump Station current conditions cost to run 3 pumps (1,050 HP; 6,800 gpm; 1.1 MW) = \$850,000;  
or
  - 800 South Pump Station future conditions cost to run 5 pumps (1,450 HP; 9,800 gpm; 1.5 MW) = \$1,050,000

In addition, the Request for Proposals (RFP) and contract with AE2S for the design of the Pressure Reduction and Chlorination project did not include incorporating the design of the generators for the two new pump stations. There would need to be a change order provided to AE2S to design the electrical requirements (including transfer switches) that would be needed for these large generators. The proposed additional cost to AE2S' contract would be **\$78,728** to complete the design of the pump station generators. The design of the generators for

the four north Quichapa Wells is already included in AE2S' current contract amount of \$570,598.

Total Cost for Full Redundancy under **Current** conditions, plus 20% contingency and additional AE2S design cost = **\$5,058,728**

Total Cost for Full Redundancy under **Future** conditions, plus 20% contingency and additional AE2S design cost = **\$5,580,728**

Emergency Redundancy with generators at some of the facilities:

The cost estimates for emergency redundancy with generators at some of the sites in the Pressure Reduction and Chlorination project are as follows.

Emergency Redundancy Option #1 – run 3 of the Quichapa Wells and 2 pumps at each new pump station:

- Quichapa Well #5 or #6 cost (400 HP) = \$575,000
- Quichapa Well #7 cost (400 HP) = \$575,000
- Quichapa Well #8 cost (400 HP) = \$575,000
- West Pump Station cost to run 2 pumps & chlorination (800 HP; 5,800 gpm; ~900 kW) = \$800,000
- 800 South Pump Station cost to run 2 pumps (700 HP; 5,000 gpm; ~750kW) = \$675,000

If Emergency Option #1 were chosen, then the additional change order cost to the contract with AE2S would be **\$39,364** to design one additional site. If Emergency Option #2 were chosen as described below, then there would be no additional cost to the contract with AE2S

Total Cost for Emergency Redundancy Option #1 with 3 wells and 2 pumps at each pump station, plus 20% contingency and additional AE2S design cost = **\$3,879,364**

Emergency Redundancy Option #2 – run 2 of the Quichapa Wells and 1 pump at each new pump station:

- Quichapa Well #7 cost (400 HP) = \$575,000
- Quichapa Well #8 cost (400 HP) = \$575,000
- West Pump Station cost to run 1 pump & chlorination (400 HP; 3,200 gpm; ~600 kW) = \$625,000
- 800 South Pump Station cost to run 1 pump (350 HP; 2,700 gpm; ~400 kW) = \$500,000

Total Cost for Emergency Redundancy with 2 wells and 1 pump at each pump station, plus 20% contingency = **\$2,730,000**

- **800 South Tank – 2 million gallons:** The Pressure Reduction and Chlorination Project includes the construction of a new 2,000,000 gallon concrete water tank to be located at 800 South Cross Hollow Road across from Silver Silo. The anticipated cost estimate of the new tank is **\$3,500,000**.
- **Total Cost Estimate:** The total costs for the Pressure Reduction and Chlorination Project are provided in a matrix with this Information Sheet.

The overall cost estimate for CMU buildings ranges from the low end of:

- **\$21,113,600** for CMU buildings, liquid chlorination, 800 South Pump Station minimum size, and emergency redundancy option #2.

To the high end of:

- **\$24,728,728** for CMU buildings, on-site generation, 800 South Pump Station full size, and full redundancy.

The overall cost estimate of PEMB buildings ranges from the low end of:

- **\$20,510,000** for PEMB buildings, liquid chlorination, 800 South Pump Station minimum size, and emergency redundancy option #2.

To the high end of:



- **\$24,095,128** for PEMB building, on-site generation, 800 South Pump Station full size, and full redundancy.
- **Decisions needed for the Pressure Reduction and Chlorination Project include the following:**
  1. **Funding for the Quichapa Wells Rehabilitation portion of the project:** Identify the funding source for the rehabilitation of Quichapa Wells #5, #6, #7, and #8 that needs to begin in November this year. The cost estimate is **\$1,128,000** for this phase of the project.
  2. **Building material for the Pump Stations:** Decide on the building material for the pump stations – either CMU or PEMB. The additional capital cost for CMU is: **\$633,600**.
  3. **Building size for the 800 South Pump Station:** Decide whether to upsize the building to accommodate 3 future pumps that will be needed to pump to a future tank. The additional capital cost to increase the building size now is: **\$80,400** for CMU and **\$50,400** for PEMB.
  4. **Chlorination type at the West Pump Station:** Decide whether to use Liquid Chlorination or On-site Generation for the chlorination system. The additional capital cost for On-Site Generation is **\$684,000**.
  5. **Back-up Generators:** Decide what level of redundancy is required for this project. The additional cost options are as follows:
    - Full Redundancy for Current conditions = **\$5,058,728**
    - Full Redundancy for Future conditions = **\$5,580,728**
    - Emergency Redundancy Option #1 (2 pumps at each pump station & 3 wells) = **\$3,879,364**
    - Emergency Redundancy Option #2 (1 pump at each pump station & 2 wells) = **\$2,730,000**

6. **Funding for the Pressure Reduction and Chlorination Project:** Decide how the project will be funded. The funding for the project will likely need to be obtained through bonding. Other options for a portion of the funding include using the existing fund balance or moving funding from capital projects that are already budgeted.

**2. Cedar Canyon Springs Filtration Treatment Plant.** This project will allow the Cedar Canyon Springs to continue to be used in the City's drinking water system. This project is required by DDW because the springs have been found to be under the direct influence of surface water.

As this project is currently in the design phase, some key decisions need to be made regarding this project in order to keep the project moving forward.

- **Building material for the filtration plant building:**  
There are two options for the construction of the filtration plant building – either CMU or PEMB. On this project, the additional capital cost to use CMU is approximately **\$1,709,760** which includes 20% contingency. Refer to the table on the following page which lists the advantages and disadvantages of both options.

**Cedar Canyon Springs Filtration Treatment Plant  
Masonry Building vs. Pre-engineering Metal Building**

| <b>Building Material</b>                    | <b>Advantages</b>                                                                                                                                                                                                                                                                                                         | <b>Disadvantages</b>                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Masonry Building (CMU)</b>               | <p>Lower energy, maintenance, and repair costs.</p> <p>Longer life than PEMB (CMU has a 75 – 100 year lifespan).</p> <p>Safety and security – provides a more secure building to prevent entry and damage. Approximate savings of \$100,000 over 50 years.</p> <p>Overall life cycle cost is about 3% less than PEMB.</p> | <p>Higher capital cost than CMU (CMU cost is about 2.3 times PEMB).</p> <p>More difficult to reconfigure or add onto in the future.</p>                                                                                                                                                                                                                                                                 |
| <b>Pre-Engineered Metal Building (PEMB)</b> | <p>Lower capital cost than CMU (approximate capital cost savings is \$1,709,760).</p> <p>Allow for easier reconfiguration or additions to the building in the future.</p>                                                                                                                                                 | <p>Higher energy, maintenance, and repair costs. Panels may need to re-painted or replaced at 20 – 30 years.</p> <p>Shorter life than CMU (PEMB has a 40 – 60 year lifespan).</p> <p>Rust potential due to piled snow and weather in Cedar Canyon.</p> <p>Less safety and security than CMU. Approximate loss of \$100,000 over 50 years.</p> <p>Overall life cycle cost is about 3% more than CMU.</p> |

- **Chlorination type:** Due to the smaller quantities of chlorine that will be used at this facility, it is recommended to use gas chlorination. The City Water Division currently uses gas chlorination to treat the Cedar Canyon Springs water. This would be a seamless transition in terms of the gas cylinder deliveries that are already being made to this location. Safety concerns will be mitigated by having the gas chlorination system in a separate room. The capital cost of on-site

generation would be approximately \$700,000 more than gas chlorination.

- **Back-up Generator:** DDW requires a back-up generator to be installed at all water treatment facilities. The cost of the back-up generator plus 20% contingency is approximately \$600,000.
- **Total Cost Estimate:** The total cost estimates for the Cedar Canyon Filtration Treatment Project are as follows. ***These cost estimates for the Filtration Plant are still very preliminary since the design is not far along at this point.*** These cost estimates will be refined as the design process progresses.

The overall cost estimate for a CMU building is:

- **\$9,805,800** for a CMU building, gas chlorination, and a back-up generator.

The overall cost estimate for a PEMB building is:

- **\$7,976,040** for a PEMB building, on-site generation, 800 South Pump Station full size, and full redundancy.

There is already approximately \$2,200,000 budgeted for the project from the Water Enterprise Fund. It is anticipated that the remainder of the funds will need to be generated through bonding.

- **Decisions needed for the Cedar Canyon Springs Filtration Treatment Plant Project include the following:**
  1. **Building material for the filtration treatment plant:** Decide on the building material for the treatment plant – either CMU or PEMB. The additional capital cost for CMU is: **\$1,709,760.**
  2. **Funding for the Cedar Canyon Springs Filtration Treatment Plant Project:** Decide how the project will be funded. There is currently approximately \$2,200,000 budgeted for the project. The remaining funding for the project will likely need to be obtained through bonding.

**3. Back-up Generators at Existing Water Facilities.** In order to ensure that the existing water facilities can function during a power outage, back-up generators will need to be installed at the locations shown in the following tables. City staff is still working on getting cost estimates for each existing site. We are waiting to get the cost estimates back from Wheeler Machinery. We plan to provide the cost information for the back-up generators prior to the City Council Action meeting.

Information is being provided for a various options – full redundancy at every site, and emergency redundancy at some of the sites.

The table on the following page lists the different options along with the total flowrate for each option. The flowrates for each option can then be compared with the flowrate data for the overall culinary water system and the storage volumes.

**Back-up Generators  
Culinary Water System – Redundancy Options**

| <b>Culinary Source</b>                         | <b>Horsepower</b> | <b>Full Redundancy Flowrate (gpm)</b> | <b>Emergency Redundancy Option #1 (gpm)</b> | <b>Emergency Redundancy Option #2 (gpm)</b> |
|------------------------------------------------|-------------------|---------------------------------------|---------------------------------------------|---------------------------------------------|
| Quichapa Well #1                               | 400               | 850                                   | 850                                         | 850                                         |
| Quichapa Well #3                               | 350               | 800                                   | --                                          | --                                          |
| Quichapa Well #5                               | 400               | 875                                   | --                                          | --                                          |
| Quichapa Well #6                               | 400               | 1,227                                 | 1,227                                       | --                                          |
| Quichapa Well #7                               | 400               | 1,323                                 | 1,323                                       | 1,323                                       |
| Quichapa Well #8                               | 400               | 1,325                                 | 1,325                                       | 1,325                                       |
| Enoch Well #1                                  | 400               | 700                                   | --                                          | --                                          |
| Enoch Well #3                                  | 450               | 1,700                                 | 1,700                                       | 1,700                                       |
| Spilsbury Pump Station                         | 75                | 160                                   | 160                                         | 160                                         |
| Cedar Canyon Springs                           | In design         | 385                                   | 385                                         | 385                                         |
| Shurtz Canyon Springs<br>(no generator needed) | --                | 184                                   | 184                                         | 184                                         |
| <b>Total Flowrate =</b>                        |                   | <b>9,529</b>                          | <b>7,154</b>                                | <b>5,927</b>                                |
| Sq. Mtn. Pump Station                          | 150               | 1,100                                 | --                                          | --                                          |
| Golf Course Booster Pump                       | 200               | 900                                   | 900                                         | 900                                         |

Note: Items in **red** will be constructed as part of the Pressure Reduction and Chlorination Project and the Cedar Canyon Springs Filtration Treatment Plant Project.

Flowrate data for City's Culinary Water System:

Minimum flowrate for indoor use = 2,300 gpm

Average annual flowrate = 4,960 gpm

Average flowrate from April – October = 6,550 gpm

Average peak flowrate during July & August = 8,900 gpm

Total Storage at Peak Flowrate:

Total Storage in existing tanks = 18,690,537 gallons (1.4 days of storage)

Total Storage with Pressure Reduction & Chlorination Project = 24,690,537 (1.9 days of storage), with the assumption that the full 4,000,000 gallons of storage in the CVWC tank would be available in an emergency situation.



**Back-up Generators**  
**Culinary Water System – Redundancy Cost Estimates for Generators**

| <b>Culinary Source</b>                         | <b>Horsepower</b> | <b>Full Redundancy (\$)</b> | <b>Emergency Redundancy Option #1 (\$)</b> | <b>Emergency Redundancy Option #2 (\$)</b> |
|------------------------------------------------|-------------------|-----------------------------|--------------------------------------------|--------------------------------------------|
| Quichapa Well #1                               | 400               | \$_____                     | \$_____                                    | \$_____                                    |
| Quichapa Well #3                               | 350               | \$_____                     | --                                         | --                                         |
| Quichapa Well #5                               | 400               | Separate project            | --                                         | --                                         |
| Quichapa Well #6                               | 400               | Separate project            | Separate project                           | --                                         |
| Quichapa Well #7                               | 400               | Separate project            | Separate project                           | Separate project                           |
| Quichapa Well #8                               | 400               | Separate project            | Separate project                           | Separate project                           |
| Enoch Well #1                                  | 400               | \$_____                     | --                                         | --                                         |
| Enoch Well #3                                  | 450               | \$_____                     | \$_____                                    | \$_____                                    |
| Spilsbury Pump Station                         | 75                | \$_____                     | \$_____                                    | \$_____                                    |
| Cedar Canyon Springs                           | In design         | Separate project            | Separate project                           | Separate project                           |
| Shurtz Canyon Springs<br>(no generator needed) | --                | \$0                         | \$0                                        | \$0                                        |
| <b>Total Cost =</b>                            |                   | <b>\$_____</b>              | <b>\$_____</b>                             | <b>\$_____</b>                             |
| Sq. Mtn. Pump Station                          | 150               | \$_____                     | --                                         | --                                         |
| Golf Course Booster Pump                       | 200               | \$_____                     | \$_____                                    | \$_____                                    |

Note: Items in red will be paid for with the Pressure Reduction and Chlorination Project and the Cedar Canyon Springs Filtration Treatment Plant Project.

**Back-up Generators**  
**Pressurized Irrigation System – Redundancy Options and Cost Estimates**

| <b>Pressurized Irrigation Source</b> | <b>Horsepower</b> | <b>Full Redundancy Flowrate (gpm)</b> | <b>Full Redundancy Cost (\$)</b> | <b>Emergency Redundancy (gpm)</b> | <b>Emergency Redundancy Cost (\$)</b> |
|--------------------------------------|-------------------|---------------------------------------|----------------------------------|-----------------------------------|---------------------------------------|
| Cemetery Well                        | 300               | 1,350                                 | \$ _____                         | 1,350                             | \$ _____                              |
| Northfield Well                      | 400               | 750                                   | \$ _____                         | --                                | \$ _____                              |
| <b>Totals =</b>                      |                   | <b>2,100</b>                          | <b>\$ _____</b>                  | <b>1,350</b>                      | <b>\$ _____</b>                       |

Funding options for the backup generators include using the existing fund balance. Also, since the generators will take about one year to acquire, the payment can be delayed for one year. The generators could be paid from the bond proceeds along with the other projects, funds could be budgeted in the FY28 budget (the City is currently working on a rate study and this project could be included in the study for FY28), funds could be used from the existing fund balance, or funds could be moved from existing projects.

- **Decisions needed for the Back-up Generators project include the following:**
  - **Full Redundancy or Emergency Redundancy:** Need to determine whether the back-up generators for the culinary system will provide full redundancy, emergency redundancy option #1, or emergency redundancy option #2. Also, need to determine the level of redundancy for the pressurized irrigation system.
  - **Funding for the Back-up Generators:** Need to determine the method for funding the back-up generators – bonding, FY28 budget, existing fund balance, or funds from existing water projects.

**4. Overview of the Culinary Water System.** The City's culinary water system serves several different pressure zones due to elevation differences within the City. Refer to the attached exhibit which shows a schematic of the City's culinary water system.

- The north Quichapa wells (#5, #6, #7, & #8) currently feed directly into the Cross Hollow Tank. From the Cross Hollow Tank, water can be fed to the Square Mountain Tank through the Square Mountain Booster Pump Station. The Cross Hollow Tank can also feed water by gravity to the South pressure zone and in turn by gravity to the North pressure zone.

The Pressure Reduction and Chlorination will change how the north Quichapa Wells feed the Cross Hollow Tank. Once that project is complete, the north Quichapa Wells will feed to the CVWC 4 million gallon tank, be pumped from the West Pump Station to the 800 South tank, and then pumped to the Cross Hollow Tank from the 800 South Pump Station.

- The south Quichapa Wells (#1 & #3), Spilsbury Springs (Spilsbury Pump Station), and Shurtz Canyon Springs feed the South Tank in the South pressure zone. The South Tank can feed by gravity to the North pressure zone.
- The Enoch Wells (#1 & #3) feed the 3200 North Tank and the North Tank in the North pressure zone. Water can be fed from the North pressure zone to Square Mountain Tank using the Golf Course Booster Pump.
- The Cedar Canyon Springs feed the Square Mountain Tank. There is an interconnect line that runs from the Square Mountain Tank to feed the Fiddlers Tank by gravity. The Square Mountain Tank is the City's highest elevation tank.

**5. Overview of the Pressurized Irrigation System.** The City's pressurized irrigation system is separated into two separate systems. The Cemetery Well supplies water to Cedar Ridge Golf Course. The Northfield Well and the Lake at the Hills supply water to City parks, City cemetery, SUU, Canyon View High School and Middle School, and Cedar High School.

- The Cemetery Well is dedicated to Cedar Ridge Golf Course. There are two irrigation ponds on the golf course that store water for the irrigation system with a total volume of 4,422,900 gallons which would provide approximately 4 days of storage during the peak summer months.
- The Northfield Well feeds water up to the Lake at the Hills. Customers on this system take turns using the water from the system to irrigate City parks, City cemetery, SUU, Canyon View High School and Middle School, and Cedar High School.
- The Lake at the Hills has a capacity of 32,246,000 gallons which would provide approximately 37 days of storage during the peak summer months.

Options matrix for the Pressure Reduction and Chlorination Project

8/3/2026

| Option | Building Type | Chlorination Type  | 800 S. Pump Station sized for future? | Full Redundancy at Pump Stations - Current only | Full Redundancy at Pump Stations - Current and Future | Full Redundancy at Quichapa Wells 5 - 8 | Emergency Redundancy only at Pump Stations - 1 pump | Emergency Redundancy only at Quichapa Wells 7 & 8 | Emergency Redundancy only at Pump Stations - 2 pumps | Emergency Redundancy only at Quichapa Wells (5 or 6), 7, & 8 | Total Capital Cost Estimate with 800 South Tank | Difference from Option #1 |
|--------|---------------|--------------------|---------------------------------------|-------------------------------------------------|-------------------------------------------------------|-----------------------------------------|-----------------------------------------------------|---------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------|---------------------------|
| 1      | Masonry       | Liquid             | X                                     | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,522,728.00                                | \$ -                      |
| 2      | Masonry       | Liquid             | X                                     |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,044,728.00                                | \$ 522,000.00             |
| 3      | Masonry       | On-Site Generation | X                                     | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,206,728.00                                | \$ 684,000.00             |
| 4      | Masonry       | On-Site Generation | X                                     |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,728,728.00                                | \$ 1,206,000.00           |
| 5      | Masonry       | Liquid             |                                       | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,442,328.00                                | \$ (80,400.00)            |
| 6      | Masonry       | Liquid             |                                       |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,964,328.00                                | \$ 441,600.00             |
| 7      | Masonry       | On-Site Generation |                                       | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,126,328.00                                | \$ 603,600.00             |
| 8      | Masonry       | On-Site Generation |                                       |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,648,328.00                                | \$ 1,125,600.00           |
| 9      | Masonry       | Liquid             | X                                     |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,194,000.00                                | \$ (2,328,728.00)         |
| 10     | Masonry       | On-Site Generation | X                                     |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,878,000.00                                | \$ (1,644,728.00)         |
| 11     | Masonry       | Liquid             |                                       |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,113,600.00                                | \$ (2,409,128.00)         |
| 12     | Masonry       | On-Site Generation |                                       |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,797,600.00                                | \$ (1,725,128.00)         |
| 13     | Masonry       | Liquid             | X                                     |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,304,000.00                                | \$ (1,218,728.00)         |
| 14     | Masonry       | On-Site Generation | X                                     |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,988,000.00                                | \$ (534,728.00)           |
| 15     | Masonry       | Liquid             |                                       |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,223,600.00                                | \$ (1,299,128.00)         |
| 16     | Masonry       | On-Site Generation |                                       |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,907,600.00                                | \$ (615,128.00)           |
| 17     | PEMB          | Liquid             | X                                     | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 22,889,128.00                                | \$ (633,600.00)           |
| 18     | PEMB          | Liquid             | X                                     |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,411,128.00                                | \$ (111,600.00)           |
| 19     | PEMB          | On-Site Generation | X                                     | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,573,128.00                                | \$ 50,400.00              |
| 20     | PEMB          | On-Site Generation | X                                     |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,095,128.00                                | \$ 572,400.00             |
| 21     | PEMB          | Liquid             |                                       | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 22,838,728.00                                | \$ (684,000.00)           |
| 22     | PEMB          | Liquid             |                                       |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,360,728.00                                | \$ (162,000.00)           |
| 23     | PEMB          | On-Site Generation |                                       | X                                               |                                                       | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 23,522,728.00                                | \$ -                      |
| 24     | PEMB          | On-Site Generation |                                       |                                                 | X                                                     | X                                       |                                                     |                                                   |                                                      |                                                              | \$ 24,044,728.00                                | \$ 522,000.00             |
| 25     | PEMB          | Liquid             | X                                     |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 20,560,400.00                                | \$ (2,962,328.00)         |
| 26     | PEMB          | On-Site Generation | X                                     |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,244,400.00                                | \$ (2,278,328.00)         |
| 27     | PEMB          | Liquid             |                                       |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 20,510,000.00                                | \$ (3,012,728.00)         |
| 28     | PEMB          | On-Site Generation |                                       |                                                 |                                                       |                                         | X                                                   | X                                                 |                                                      |                                                              | \$ 21,194,000.00                                | \$ (2,328,728.00)         |
| 29     | PEMB          | Liquid             | X                                     |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 21,670,400.00                                | \$ (1,852,328.00)         |
| 30     | PEMB          | On-Site Generation | X                                     |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,354,400.00                                | \$ (1,168,328.00)         |
| 31     | PEMB          | Liquid             |                                       |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 21,620,000.00                                | \$ (1,902,728.00)         |
| 32     | PEMB          | On-Site Generation |                                       |                                                 |                                                       |                                         |                                                     |                                                   | X                                                    | X                                                            | \$ 22,304,000.00                                | \$ (1,218,728.00)         |

