Cedar City

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

Mayor
Steve Nelson

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

City Manager
Paul Bittmenn

CITY COUNCIL WORK MEETING
October 7, 2026
5:30 P.M.

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda
- Mayor and Council Business
- Staff Comments

IV. Business Agenda

Public

1. Consider a General Plan change from Central Commercial to Business/Light Manufacturing and a zone change from Industrial and Manufacturing (I&M-2) to Industrial and Manufacturing (I&M-1) in the vicinity of 226 N 3325 W. Go Civil/ Randall McUne
2. Consider a zone change from Annexed Transition to Residential – Single Family (R-1), Residential – Single Family (R-2-1), Residential – Two Unit (R-2-2), Residential – Multiple Unit (R-3-M), and Central Commercial (CC) in the vicinity of Westview Drive and South Mountain Drive (Bauer Meadows RDO). Go Civil/ Randall McUne
3. Consider re-design of barrier on Royal Hunte Drive. Russell Westwood

Staff

4. Consider the following Board Appointments: Active Transportation: Release Matt Bolus, appoint Emily Rodes. Airport Board: Release Jyl Shuler, appoint Sam Dodd. Library Board: Release Brent Sorenson, appoint Chris Haught. Leisure Services: Reappoint Heather Johnson. Mayor Nelson
5. Consider transfer of ladder truck to another community. Mike Phillips
6. Consider crossing guard for Canyon View. Darin Adams
7. Consider surplus of items. Corey Childs/ Ryan Marshall
8. Consider bids for the Quichapa Wells Rehabilitation Project. Jonathan Stathis/ Kent Fugal
9. Consider bids for the Covered Outdoor Arena Project at the Cross Hollow Event Center. Shane Johnson/Kent Fugal
10. Consider waiving a portion or all of the impact fees for the new Covered Outdoor Arena at the Cross Hollow Event Center. Scott Christensen/Ken Nielson
11. Consider a change order for the 100 East Roadway project. Bill Maxwell/ Kent Fugal
12. Consider a resolution amending the City's personnel policy. Natasha Hirschi/ Paul Bittmenn
13. Discussion on renovations to West Canyon Park irrigation ditch. Paul Bittmenn.

Dated this 5th day of October 2026.

Amber Ray

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 5th day of October 2026.

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: October 5, 2026

SUBJECT: Requested General Plan and zone change for property located at 226 N 3325 W

DISCUSSION:

The owner of this property seeks to change the General Plan designation from Central Commercial to Business/Light Manufacturing and the zone from I&M-2 to I&M-1. The property is surrounded by light commercial on the north, heavy commercial to the south, and commercial to the east.

The Planning Commission discussed this matter and gave a positive recommendation to the requested general plan and zone changes. The minutes for the Planning Commission's discussion are included.

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

Item/Requested Motion	Location/project	Applicant/presenter
2 & 3. Public Hearing General Plan Amendment from Central Commercial to Business and Light Manufacturing & Public Hearing Zone Change from I&M-2 to I&M-1	226 North 3325 West	Dallas Buckner

Clarification requested whether items 2 and 3 be handled together; response indicates they will be handled together.

Dallas: (Drawings shown on screen) Explains the lot is in the Diamante Industrial subdivision with split zones (I&M-1 & I&M-2), and the owner prefers I&M-1's table uses.

- I&M-1 is more suitable for light commercial/business; I&M-2 is heavy industrial.

The request is to change the parcel from I&M-2 to I&M-1 and amend the general plan for the overlying zone from Central Commercial to align with the industrial use. The subdivision is L-shaped, starting at Highway 56 and extending west, south portions have I&M-2, some lots have split zones due to prior tax ID boundaries. The project is a commercial shell building with tenant spaces envisioned; I&M-1 better accommodates such uses.

A remark was made that it seems unusual to change from I&M-2 to I&M-1; typically changes go the other way.

Dallas: I&M-1 is more appropriate for a lot of this size (approx. 1.85-1.95 acres). I&M-2 is more typical for larger industrial parks; for this specific use case adjacent to I&M-1 supports compatibility.

Wayne: Notes zoning to the north is I&M-1; I&M-1's table of uses in more conducive to varied uses, whereas I&M-2 suits heavy manufacturing and excludes many uses allowed in I&M-1.

Kent: Concurs with the proposal.

Randall: Suggests recommending that the council adjust the zoning boundary to avoid split zoning along arbitrary lines, if feasible. Acknowledge some property owners resist zone changes. Notes the general plan underlay is Central Commercial despite industrial use. Spot zoning and spot general planning are not prohibited by state law, but the map may look odd.

Steven: That is one of those results where the general plan did not match the zoning designation and certainly the city was not going to enforce the commercial zone change. It is developed for industrial purposes, with no curb, gutter or sidewalk. It is probably something that should be cleaned up, the general plan eventually which is his thought.

John: Asked commission if there are any questions.

There was a question asked if the tenants must abide by zoning in a multi-tenant complex.

Dallas: Confirms all tenants must comply with the zoning. Shell buildings will be built, with tenants obtaining improvements per permitted uses. I&M-2 excludes certain commercial business type uses. That is the reason for the change to I&M-1, allows office-type uses and activities like batting cages, which are precluded in I&M-2.

Public Hearing Open

Spencer: The lot owner north and west of the property, where they are building "Pickle and Play, Pickle ball, roller skating, miniature golf" and seeks clarity on planned use.

Dallas: Clarifies the applicant plans shell buildings similar to Okelberry across the way.

Randall: Notes I&M-1 is more compatible.

John: Asked if there are any other comments.

There were no other comments.

Public Hearing Closed

Wayne moves motion to approve items 2 and 3, 2. General Plan Amendment from Central Commercial to Business and 3. Light Manufacturing and Zone Change from I&M-2 to I&M-1. Jennifer seconds; and all in favor for a unanimous vote.

CEDAR CITY ORDINANCE NO. 1014-26

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S GENERAL LAND USE PLAN FROM CENTRAL COMMERCIAL TO BUSINESS AND LIGHT MANUFACTURING FOR A PROPERTY LOCATED AT 226 NORTH 3325 WEST

WHEREAS, Brandon Knudson, the owner of the property at issue, located 226 North 3325 West, has petitioned Cedar City to change the current General Land Use Plan from Central Commercial to Business and Light Manufacturing for Iron County Parcel Number B-2045-0009-0000. 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 amendment 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 Central Commercial to Business and Light Manufacturing for Iron County Parcel Number B-2045-0009-0000, 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. 1014-26, 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 October 2026.

_____
STEVE NELSON, MAYOR

[SEAL]

ATTEST:

_____
AMBER RAY, RECORDER

Exhibit A

Cedar City Ordinance 1014-26

- General Plan Change 226 N 3325 W -

EXHIBIT “A”

LEGAL DESCRIPTION ZONE CHANGE

LOT 9 - DIAMONTI INDUSTRIAL SUBDIVISION PH II

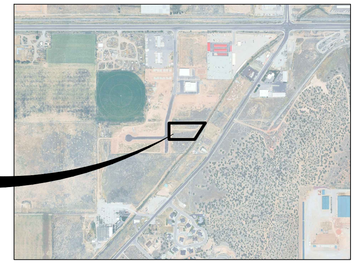


8/24/26

ZONE CHANGE & GENERAL PLAN AMENDMENT
FOR
BRANDON KNUDSON

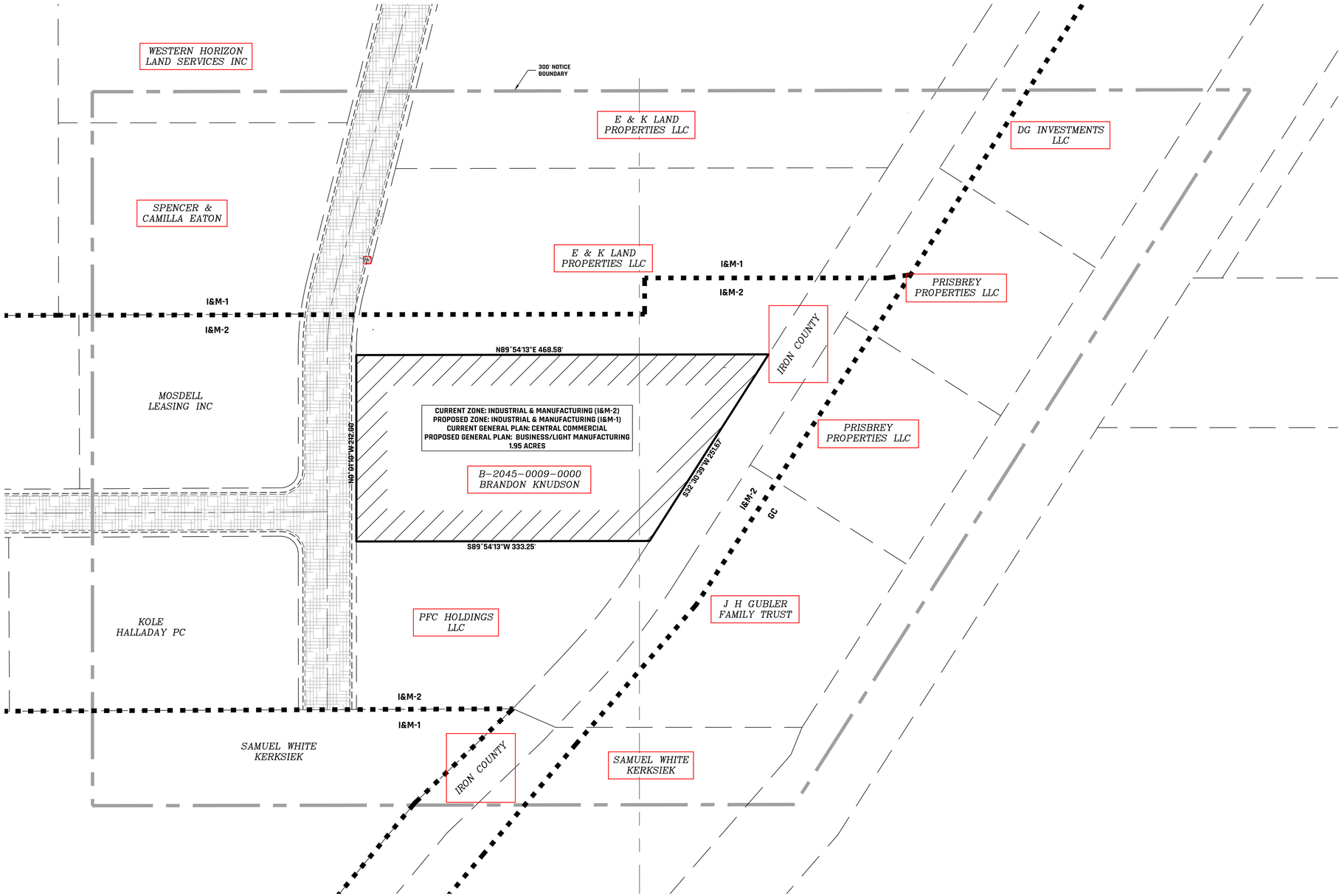
LOCATED IN SECTION 8, T36S, R11W, SLB&M, CEDAR CITY, UTAH

60' 0 60'
SCALE IN FEET



PROJECT LOCATION

VICINITY MAP
N.T.S.



I&M-1 ZONING (1.95 AC)

LOT 9 - DIAMONTI INDUSTRIAL SUBDIVISION PH II

CITY ENGINEER'S APPROVAL

I, KENT FUGAL, CEDAR CITY ENGINEER, DO HEREBY CERTIFY THAT THIS ZONE CHANGE WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

_____
KENT FUGAL - CITY ENGINEER

CITY ATTORNEY'S APPROVAL

I, RANDALL MCUNE, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ZONE CHANGE AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE _____ DAY OF _____, 20____.

_____
RANDALL MCUNE - CITY ATTORNEY

PLANNING COMMISSION APPROVAL

I, JOHN WEBSTER, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY SAID COMMISSION ON THIS THE_____ DAY OF _____, 20____.

_____
JOHN WEBSTER - CHAIRPERSON

CERTIFICATE OF ACCEPTANCE

I, STEVE NELSON, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY THE CITY COUNCIL AND THAT SAID PLAT HAS BEEN APPROVED BY CITY COUNCIL ON THIS THE _____ DAY OF _____, 20____.

BY:_____ ATTEST:_____
STEVE NELSON - MAYOR CITY RECORDER

11 X 17 SHEETS ARE NOT TO SCALE

REVISIONS

NO	DESCRIPTION	BY	DATE

INFORMATION CONTAINED ON THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. THE INDIVIDUAL RECEIVING THIS DRAWING ASSUMES ALL RESPONSIBILITY TO VERIFY THE ACCURACY AND COMPLETENESS OF ALL INFORMATION PRIOR TO USE FOR ANY PURPOSES INTENDED. ALL EXISTING UTILITY LOCATIONS MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GO CIVIL ENGINEERING
590 N. 800 W. CEDAR CITY, UT 84721
#(435) 586-9592 WWW.GOCIVIL.NET

ZONE CHANGE & GENERAL PLAN AMENDMENT
FOR
BRANDON KNUDSON
LOCATED IN SECTION 8, T36S, R11W, SLB&M, CEDAR CITY, UTAH

CHECKED:

SCALE:	DRAWN:
1" = 60'	WDF
DATE:	SHEET:
8/12/2026	1 OF 1

S:_2026 JOB FOLDERS\26-123 BRANDON KNUDSON - DIAMONTI COMMERCIAL\SOURCE\LOT 9 ZONE CHANGE & GENERAL PLAN AMENDMENT.DWG 8/17/2026 10:48:12 AM bydesk

CEDAR CITY ORDINANCE NO. 1014-26-1

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM INDUSTRIAL AND MANUFACTURING (I&M-2) TO INDUSTRIAL AND MANUFACTURING (I&M-1) FOR A PROPERTY LOCATED AT 226 NORTH 3325 WEST

WHEREAS, Brandon Knudson, the owner of the property at issue, located 226 North 3325 West, has petitioned Cedar City to change the current zoning designation from Industrial and Manufacturing (I&M-2) to Industrial and Manufacturing (I&M-1). 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 Industrial and Manufacturing (I&M-2) to Industrial and Manufacturing (I&M-1) for the property at 226 North and 3325 West, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 1014-26-1, 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 October 2026.

_____
STEVE NELSON, MAYOR

[SEAL]

ATTEST:

_____
AMBER RAY, RECORDER

Exhibit A

Cedar City Ordinance 1014-26-1

- Zone Change 226 N 3325 W -

EXHIBIT “A”

LEGAL DESCRIPTION ZONE CHANGE

LOT 9 - DIAMONTI INDUSTRIAL SUBDIVISION PH II

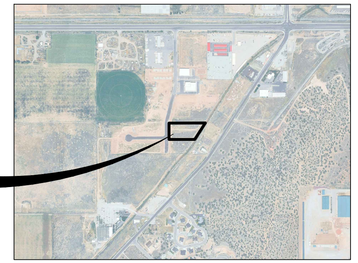


8/24/26

ZONE CHANGE & GENERAL PLAN AMENDMENT
FOR
BRANDON KNUDSON

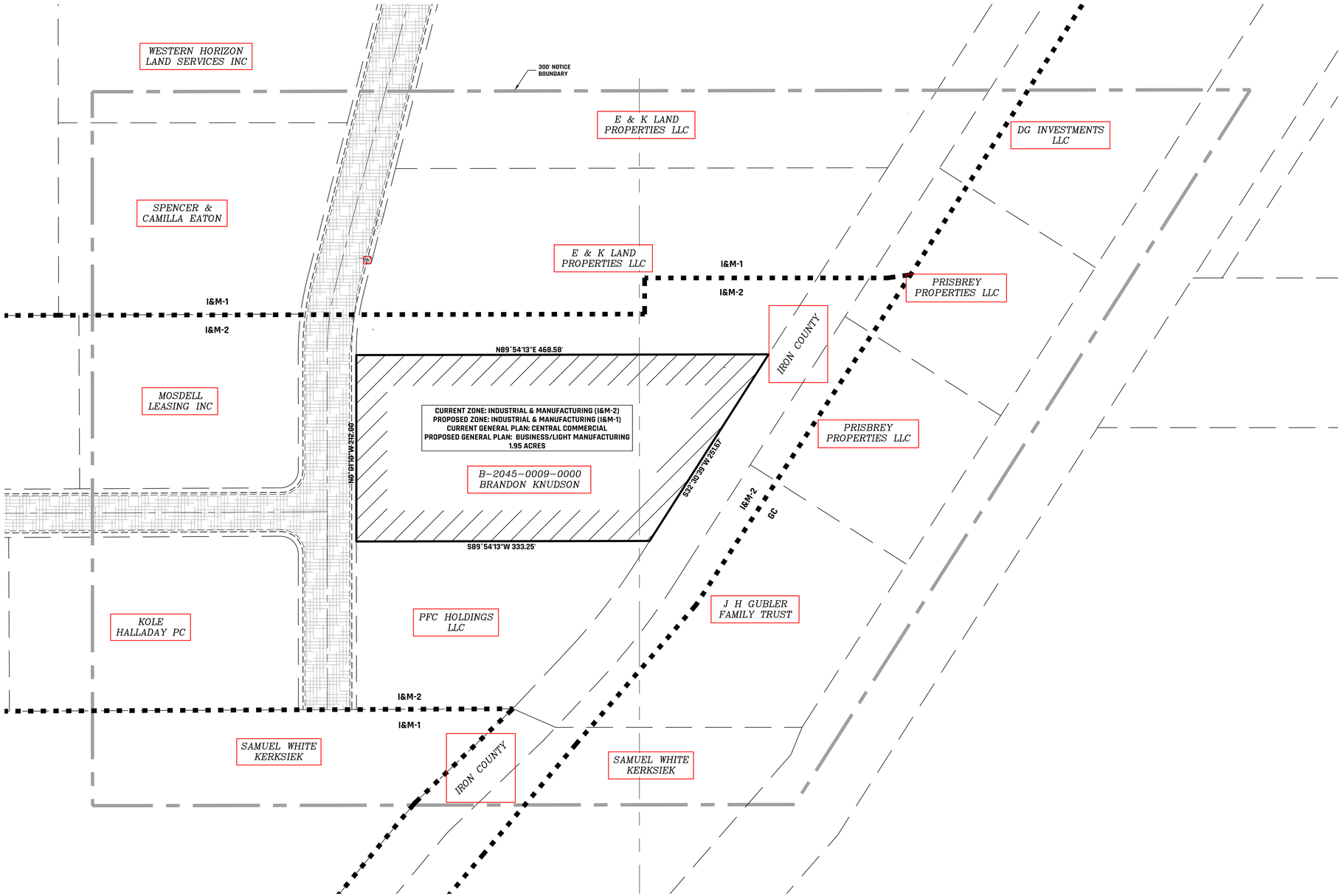
LOCATED IN SECTION 8, T36S, R11W, SLB&M, CEDAR CITY, UTAH

60' 0 60'
SCALE IN FEET



PROJECT LOCATION

VICINITY MAP
N.T.S.



I&M-1 ZONING (1.95 AC)

LOT 9 - DIAMONTI INDUSTRIAL SUBDIVISION PH II

CITY ENGINEER'S APPROVAL

I, KENT FUGAL, CEDAR CITY ENGINEER, DO HEREBY CERTIFY THAT THIS ZONE CHANGE WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

_____
KENT FUGAL - CITY ENGINEER

CITY ATTORNEY'S APPROVAL

I, RANDALL MCUNE, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ZONE CHANGE AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE _____ DAY OF _____, 20____.

_____
RANDALL MCUNE - CITY ATTORNEY

PLANNING COMMISSION APPROVAL

I, JOHN WEBSTER, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY SAID COMMISSION ON THIS THE_____ DAY OF _____, 20____.

_____
JOHN WEBSTER - CHAIRPERSON

CERTIFICATE OF ACCEPTANCE

I, STEVE NELSON, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY THE CITY COUNCIL AND THAT SAID PLAT HAS BEEN APPROVED BY CITY COUNCIL ON THIS THE _____ DAY OF _____, 20____.

BY:_____ ATTEST:_____
STEVE NELSON - MAYOR CITY RECORDER

11 X 17 SHEETS ARE NOT TO SCALE

REVISIONS

NO	DESCRIPTION	BY	DATE

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ZONE CHANGE & GENERAL PLAN AMENDMENT
FOR
BRANDON KNUDSON
LOCATED IN SECTION 8, T36S, R11W, SLB&M, CEDAR CITY, UTAH

CHECKED:

SCALE:	DRAWN:
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8/12/2026	1 OF 1

S:_2026 JOB FOLDERS\26-123 BRANDON KNUDSON - DIAMONTI COMMERCIAL\SOURCE\LOT 9 ZONE CHANGE & GENERAL PLAN AMENDMENT.DWG 8/17/2026 10:48:12 AM by Admin

CEDAR CITY

COUNCIL AGENDA

ITEM – #02

TO: Mayor and City Council

FROM: City Attorney

DATE: October 5, 2026

SUBJECT: Requested zone change for property located in the vicinity of Westview Drive and South Mountain Drive (Bauer Meadows)

DISCUSSION:

The owner of this property seeks to amend the zones of this property to align with the previously approved Bauer Meadows RDO. The property is surrounded by a mix of residential and County properties.

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

Please consider whether to approve the requested zone changes.

Item/Requested Motion	**Location/project**	**Applicant/presenter**
4 through 8 Public Hearing Zone Change from AT to R-1, AT to R2-1, and AT to R2-2 & Zone Change from AT to CC, and AT to R3-M	N. of South Mountain Drive Between Westview and 3500 West SE Corner of Westview Drive and South Mountain Drive	Dallas Buckner

Dallas: (Detailed mapping and drawings proposed shown on screen) Explains five applications to implement the previously approved Bauer Meadows RDO (approved around 2019-2020). RDO approval does not change underlying zones; these applications change the remaining areas to conform with the RDO. There are several different Pods. Pod 1 (large area) changes from AT to R-1, he believes that all was annexed with the Cordero Project in early 2000. So, it is all still zoned in the annex transition. A sliver pod changes to R2-1. An irregularly shaped pod around a school district elementary site extending to Westview and South Mountain changes to R2-2. A small commercial area at the corner of South Mountain and Westview becomes commercial (CC), with R3-M behind the commercial fronting South Mountain. The school district high school site and elementary site are noted. Valley phases 1, 2, 3 constructed, phase 4 pending. Westview Drive and adjacent subdivisions identified (4-B Ranch to the northwest).

Jim: Asks about the residential homes in conformance near school district property.

Dallas: Clarifies that the RDO acts as a developer-level general plan, approved in 2020. Confirms all zone changes align with the RDO. Underlying zones remained AT and now are being changed to match the RDO.

John: Notes "Existing RDO". Asks for questions.

Wayne: Expresses confusion about five zone changes for one property.

Dallas: Clarifies multiple tax IDs comprising approximately "two hundred and something acres". Original RDO had around ten different pods (R3, R1, R2, and across Westview). Different pockets have been zoned already; remain main chunk now being changed.

Jennifer: Asks for acreage.

Jace: Onyx figure suggested around 171 acres.
Dallas: Estimates around 170.

Randall: Estimates 166.8 acres.

Jennifer: Asks if proposed commercial is closer to Westview.

Dallas: Confirms commercial at intersection of South Mountain and Westview. R3 between commercial and school district parcel on the south side of South Mountain. They did a buffering concept, from Westview and South Mountain, R2-2, R2-1 then R-1.

John: Requests to pull up general plan/roads.

Kent: Explains connectivity concerns to commercial near Main Street interchange.

Plan: Build a road tying near Talon Drive to provide a continuous route that bypasses neighborhood traffic between Westview and the commercial area near the interchange.

Timeline: Federal highway funds programmed for 2028; construction anticipated in 2028 or 2029 after environmental and right-of-way processes.

Design intent: Bend South Mountain Drive so the through movement directs traffic toward Providence Center Drive. The existing segment into the neighborhood would tee off, discouraging cut-through unless destined there.

John: Notes that this will pull traffic off Westview Drive.

Kent: Confirms and reiterates timeline and benefits.

John: Asks rough timeframe to build, 2027, 2028 or 2029?

Dallas: Explains phasing from east to west. Working on the fourth phase of the valley. Coordinating with city and school district on bypass. Next development in another natural valley following prior patterns. Intent to zone-change the remainder to be done.

There were no other comments

Public Hearing Open

Steve Holder: (Resident of 4-B Ranch) appreciates road plan. He notes neighborhood concerns about traffic through South Mountain. Recommends not zoning until the road is in place. Argues that once zoned, development can proceed with limited commission intervention. Suggests waiting to assess traffic and density impacts.

John: Asks about widening the two-lane road between Talon and Home Depot. Whether scheduled or dependent on development.

Kent: Explains progressive widening occurs with adjacent development (e.g., High Homes, View Hall), and the city may need to make improvements near the freeway where development won't cover it. The current two-lane handles traffic reasonably due to few turning movements. Build-out continues with development.

Ann Clark: Expresses distrust of RDOs, fearing developers later seek amendments to add higher density (e.g., R3), worsening traffic. She asks Dallas if zones will remain R-1, R2-1, R2-2, or be changed later.

Jim: Clarifies that the RDO assigns zones. Any amendment to change zones would require a formal RDO amendment process with notifications to everyone are the RDO.

Ann Clark: Expressed concern about how firmly the city will adhere to an original RDO, noting the developers often claim a plan and request changes.

Jennifer: Countered this by stating that the process for a developer to change zoning within an RDO is the same as changing zoning for any other property. They must go through the same notification steps and do not gain additional power simply because it is an RDO.

Ann Clark: A historical example of an RDO change in Shurtz Canyon, allowing one of the pods to be rezoned to R3. Developers who had already built houses in the area protested, stating that the new high-density development ruined their property view. The city approved the change despite the objections from the developers who had built under the original plan. Cited this as an example of the city prioritizing current builders over those who have already completed their projects, creating concern about the reliability of RDOs.

Paul Rolant: From Panorama Drive voiced concern about ensuring children can safely cross the street to get to the proposed new school. He inquired about the plans for traffic lights and other safety measures.

Kent: Clarified that no specific traffic or access plans or design exist yet, as development plans for the school parcel have not been submitted. These issues will be addressed when formal plans are presented.

John: Who works for the school district, expressed confidence that the district is sensitive to these issues and would likely implement measures such as crossing guards, similar to what is done elsewhere.

Tom: Recalled that multiple past developments, including 4-B Ranch, and Cross Hollow, faced complaints about adding too much traffic to Westview Drive. Speaking that residents must be cognizant of other people's property rights and that no subdivision should be considered the "last" one. Pointing out that the subdivisions of the current complainers would not exist if previous residents had successfully blocked development on similar grounds.

Ann Clark: Responded to the previous point, stating that residents are not saying, "don't develop". The core concern is ensuring that as the city grows, it effectively plans for the resulting increase in traffic and other impacts. It was acknowledged that foreseeing all outcomes is difficult, but the goal is to manage how growth works rather than stopping it.

Jim: Asks for the upcoming reality that is planned is it two-lane or four-lanes. What would that pass through there.

Kent: Stated the upcoming road will initially be constructed as a two-lane roadway. As adjacent properties develop, individual developers will be responsible for widening their portion of the road and adding curb, gutter, and sidewalk. The ultimate configuration is anticipated to be a center turn lane with one travel lane in each direction. The road could be re-striped differently in the future as the pavement is widened. The road is functionally classified as a minor arterial, which requires a 75-foot right-of-way under current standards, not a principal arterial which is what Westview is mastered plan as.

Steve: Asked if the property is part of the Cordero agreement.

It was confirmed that it is not.

Paul: Noted the presence of a future high school and emphasized the need to plan for bicycle and pedestrian access to make the area a nice community.

John: Stated that the schools are focused on near-future development.

There was an indication they were ready to entertain a motion on items 4 through 8 which could be handled together or individually.

Wayne: Stated they could vote "yes" with more information but is bothered by the fact that the road is not already in place. Seeking clarification on whether development could begin immediately after approval, even without the road.

Dallas: Confirmed that no development can occur on annex transition zoned land. The current proposal is in line with the RDO approved by the council five or six year prior. Also noted the irony that the developer requesting the current zone change is the same one who installed South Mountain Drive as required secondary access, and now new residents on that road are concerned about more traffic.

Wayne: Despite being impressed with the project, he expressed difficulty in making a permanent decision in a short meeting and felt they needed to see the area in person before voting yes.

Jace: Questioned if there was a slide that he missed that showed the acreage for each parcel.

Dallas: Provided the specific details for the parcels:

- Pod 1 is 91 acres of R-1
- Pod 4 is 24 acres of R2-1
- Pod 3 is 50 acres of R2-2 (located behind the elementary school parcel)
- A parcel of 3 acres of Commercial on a corner

- A parcel of 9.8 acres of R3

Wayne: Asked if the city feels the necessary infrastructure is in place to hand this, is this correct?

Kent: Responded that while infrastructure is master planned to accommodate the development, specific analysis like water modeling will be required with each development proposal to ensure necessary improvements are in place.

Jennifer: Stated that is unfair to hold the developer accountable for the road, as its construction is a long-term city project with potential federal funding anticipated around 2028-2029. It is noted that this is a long-term project (10-20 years) and no developer would flood the market with all the homes at once.

Dallas: From what has occurred since the RDO was approved, stating a similarly sized valley started 2021, and now in 2026 they are working on the fourth phase. Phases two and three were built this year and last year. It took five years to build the valley.

Public Hearing Closed

Tom motions to approve items 4 through 8 related to the South Mountain Area Project. Steven seconds; all in favor for a unanimous vote.

CEDAR CITY ORDINANCE NO. 1014-26-2

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATIONS FROM ANNEXED TRANSITION TO R-1, R-2-1, R-2-2, R-3-M, AND CENTRAL COMMERCIAL FOR PROPERTIES LOCATED NEAR WESTVIEW DRIVE AND SOUTH MOUNTAIN DRIVE

WHEREAS, H & B Capital LLC, the owner of the properties at issue, located near Westview Drive and South Mountain Drive, has petitioned Cedar City to change the current zoning designations from Annexed Transition (AT) to Single Family Residential (R-1), Single Family Residential (R-2-1), Two-Unit Residential (R-2-2), Residential – Multiple Units (R-3-M), and Central Commercial). The properties' legal description and zoning designations 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 amendments 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 amendments further the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Annexed Transition (AT) to Single Family Residential (R-1), Single Family Residential (R-2-1), Two-Unit Residential (R-2-2), Residential – Multiple Units (R-3-M), and Central Commercial) for the properties located near Westview Drive and South Mountain Drive, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. 1014-26-2, 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 October 2026.

_____
STEVE NELSON, MAYOR

[SEAL]

ATTEST:

_____

AMBER RAY, RECORDER

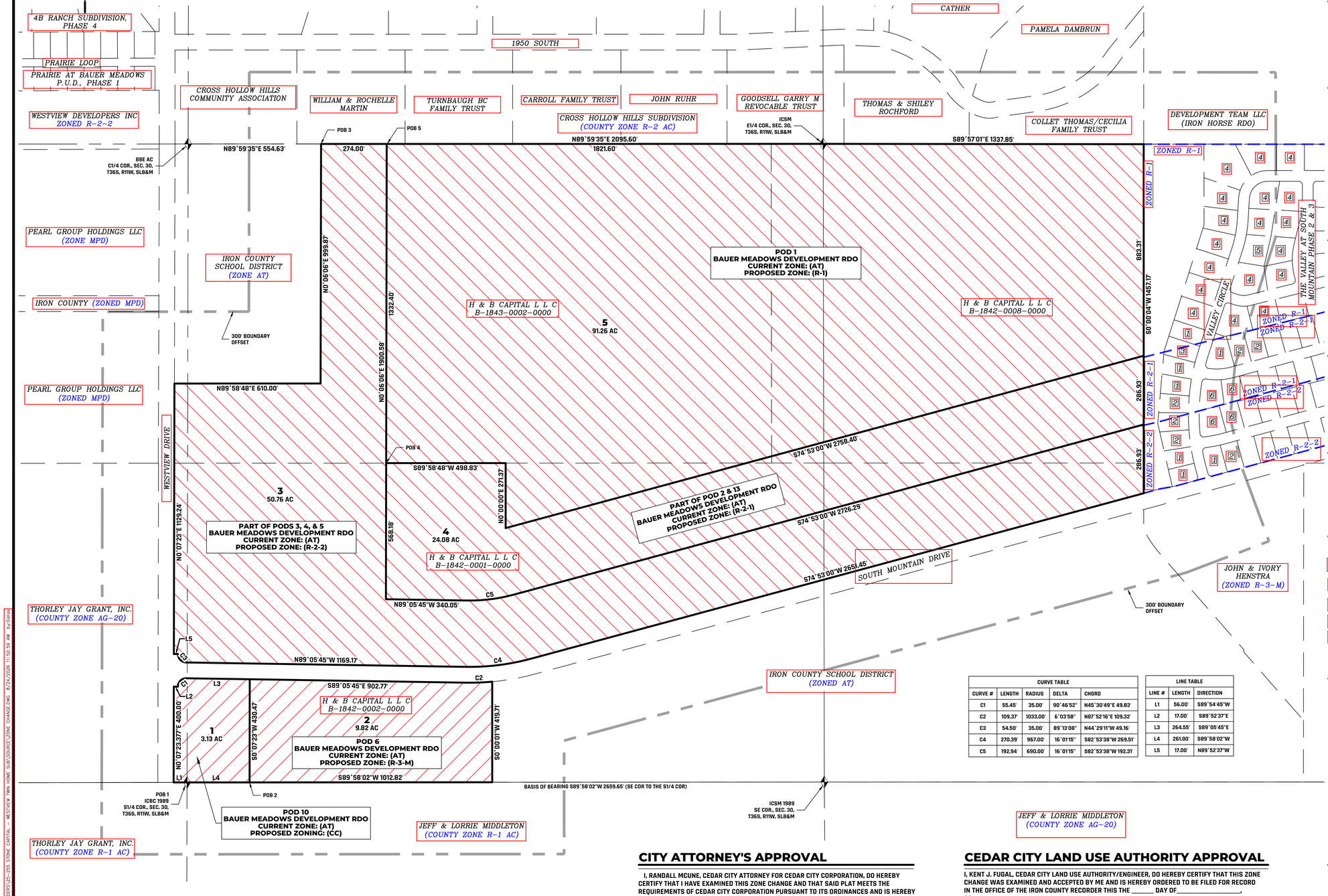
Exhibit A

Cedar City Ordinance 1014-26-2

- Zone Change Near Westview Drive and South Mountain Drive –

Bauer Meadows RDO

ZONE CHANGE MAP
FOR
BAUER MEADOWS DEVELOPMENT RDO
LOCATED IN SECTIONS 29 & 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	55.45'	35.00'	90°46'52"	N45°30'49"E 49.83'
C2	109.37'	1033.00'	6°03'58"	N87°52'16"E 109.32'
C3	54.50'	35.00'	89°13'08"	N44°29'11"W 49.16'
C4	270.39'	967.00'	16°01'15"	S82°53'38"W 269.51'
C5	192.94'	690.00'	16°01'15"	S82°53'38"W 192.31'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	56.00'	S89°54'45"W
L2	17.00'	S89°52'37"E
L3	264.55'	S89°05'45"E
L4	261.00'	S89°58'02"W
L5	17.00'	N89°52'37"W

BOUNDARY 1 ZONE CHANGE (CC)

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE S89°54'45"W, 56.00 FEET; THENCE N00°07'23"E, 400.00 FEET; THENCE S89°52'37"E, 17.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°46'52" (RADIUS POINT BEARS S89°52'37"E); THENCE ALONG THE ARC OF SAID CURVE 55.45 FEET; THENCE S89°05'45"E, 264.55 FEET; THENCE S00°07'23"W, 430.47 FEET; THENCE S89°58'02"W, 261.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.13 ACRES MORE OR LESS. PART OF PARCEL TAX ID: B-1842-0002-0000

BOUNDARY 2 ZONE CHANGE (R-3-M)

BEGINNING AT A POINT N89°58'02"E, 261.00 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N00°07'23"E, 430.47 FEET; THENCE S89°05'45"E, 902.77 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1033.00 FEET AND A CENTRAL ANGLE OF 05°03'58"; THENCE ALONG THE ARC OF SAID CURVE 109.37 FEET; THENCE S00°00'01"W, 419.71 FEET; THENCE S89°58'02"W, 1012.82 FEET TO THE POINT OF BEGINNING. CONTAINING 9.82 ACRES MORE OR LESS. PART OF PARCEL TAX ID: B-1842-0002-0000

BOUNDARY 3 ZONE CHANGE (R-2-2)

BEGINNING AT A POINT N89°59'35"E, 554.63 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°59'35"E, 274.00 FEET; THENCE S00°06'06"W, 1900.58 FEET; THENCE S89°05'45"E, 340.05 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 192.94 FEET; THENCE N74°53'00"E, 2726.29 FEET; THENCE S00°00'04"W, 286.93 FEET; THENCE S74°53'00"W, 2651.45 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 957.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 270.39 FEET; THENCE N89°05'45"W, 1169.17 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89°13'08"; THENCE ALONG THE ARC OF SAID CURVE 54.50 FEET; THENCE N89°52'37"W, 17.00 FEET; THENCE N00°07'23"E, 1129.24 FEET; THENCE N89°58'48"E, 610.00 FEET; THENCE N00°06'06"E, 999.87 FEET TO THE POINT OF BEGINNING. CONTAINING 50.76 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000

BOUNDARY 4 ZONE CHANGE (R-2-1)

BEGINNING AT A POINT N89°59'35"E, 828.63 FEET ALONG THE QUARTER SECTION LINE & S00°06'06"W 1332.40 FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°58'48"E, 498.83 FEET; THENCE S00°00'00"W, 271.37 FEET; THENCE N74°53'00"E, 2758.40 FEET; THENCE S00°00'04"W, 286.93 FEET; THENCE S74°53'00"W, 2726.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 192.94 FEET; THENCE N89°05'45"W, 340.05 FEET; THENCE N00°06'06"E, 568.18 FEET TO THE POINT OF BEGINNING. CONTAINING 24.08 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000

BOUNDARY 5 ZONE CHANGE (R-1)

BEGINNING AT A POINT N89°59'35"E, 828.63 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°59'35"E, 1821.60 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE S89°57'01"E, 1337.85 FEET; THENCE S00°00'04"W, 883.31 FEET; THENCE S74°53'00"W, 2758.40 FEET; THENCE N00°00'00"E, 271.37 FEET; THENCE S89°58'48"W, 498.83 FEET; THENCE N00°06'06"E, 1332.40 FEET TO THE POINT OF BEGINNING. CONTAINING 91.26 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000

ZONE CHANGE JUSTIFICATION

THESE PARCELS HAVE A CURRENT ZONE OF ANNEXED TRANSITION AND REQUIRE A ZONING DESIGNATION BY CEDAR CITY CORPORATION PRIOR TO DEVELOPMENT. THE PROPERTY BEING ZONED IS PART OF, AND IN COMPLIANCE WITH, THE BAUER MEADOWS DEVELOPMENT RDO, PER CEDAR CITY ORDINANCE NO. 0708-20-5. PARCELS AFFECTED ARE: B-1842-0001-0000, B-1842-0002-0000, B-1842-0008-0000, AND B-1843-0002-0000.

PROPERTY OWNERS

1. CENTURY HOMES LLC
2. K & D FAMILY LLC
3. BLACKBURN & ASSOCIATES CONSTRUCTION AND DEVELOPMENT COMPANY INC
4. CRIMSON CLIFFS DEVELOPMENT LLC
5. JASON MUNNS
6. ALEX MEISNER CONSTRUCTION LLC

LEGEND

	SECTION MARKER AS NOTED
	PROPOSED ZONE CHANGE BOUNDARY
ZONED R-2-1	EXISTING ADJACENT ZONES
(AT)	ANNEXED TRANSITION
(CC)	CENTRAL COMMERCIAL
(R-1)	RESIDENTIAL 1-UNIT
(R-2-1)	RESIDENTIAL-2-1 (DWELLING, SINGLE UNIT)
(R-2-2)	RESIDENTIAL-2-1 (DWELLING, TWO UNIT)
(R-3-M)	RESIDENTIAL-3-M (DWELLING, MULTIPLE UNIT)

CITY ATTORNEY'S APPROVAL

I, RANDALL MCUNE, CEDAR CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS ZONE CHANGE AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE _____ DAY OF _____, 20____.

_____
RANDALL MCUNE - CITY ATTORNEY

CEDAR CITY LAND USE AUTHORITY APPROVAL

I, KENT J. FUGAL, CEDAR CITY LAND USE AUTHORITY/ENGINEER, DO HEREBY CERTIFY THAT THIS ZONE CHANGE WAS EXAMINED AND ACCEPTED BY ME AND IS HEREBY ORDERED TO BE FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER THIS THE _____ DAY OF_____, 20_____.

_____
CITY LAND USE AUTHORITY/ENGINEER

CERTIFICATE OF ACCEPTANCE

I, STEVE NELSON, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS ZONE CHANGE HAS BEEN APPROVED BY THE CITY COUNCIL AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER ON THIS THE _____ DAY OF _____, 20____.

BY:_____ ATTEST: _____
STEVE NELSON - CITY MAYOR — CITY RECORDER

REVISIONS

NO	DESCRIPTION	BY	DATE

INFORMATION CONTAINED ON THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. THE INDIVIDUAL RECEIVING THIS DRAWING ASSUMES ALL RESPONSIBILITY FOR THE VERIFICATION OF ACCURACY AND COMPLETENESS OF ALL INFORMATION PRIOR TO USE. PURPOSES INTENDED: ALL EXISTING UTILITY LOCATIONS MUST BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

GO CIVIL ENGINEERING
590 N. 800 W. CEDAR CITY, UT 84721
#(435) 586-9592 WWW.GOCIVIL.NET

ZONE CHANGE MAP
BAUER MEADOWS DEVELOPMENT RDO
FOR
H & B CAPITAL LLC

LOCATED IN SECTIONS 29 & 30, T36S, R11W, SLB&M, CEDAR CITY, UTAH

CHECKED:

SCALE:	DRAWN:
1" = 200'	MP
DATE:	SHEET:
8/21/26	1 OF 1

(C) 2025 - GO CIVIL ENGINEERING - H&B CAPITAL - WESTVIEW TWN HOME SUBDIVISION\ZONE CHANGE.DWG, 8/21/2026 11:52:59 AM, by Dana

EXHIBIT "A"

LEGAL DESCRIPTION ZONE CHANGE

BOUNDARY 1 ZONE CHANGE (CC)

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE S89°54'45"W, 56.00 FEET; THENCE N00°07'23"E, 400.00 FEET; THENCE S89°52'37"E, 17.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90°46'52" (RADIUS POINT BEARS S89°52'37"E); THENCE ALONG THE ARC OF SAID CURVE 55.45 FEET; THENCE S89°05'45"E, 264.55 FEET; THENCE S00°07'23"W, 430.47 FEET; THENCE S89°58'02"W, 261.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.13 ACRES MORE OR LESS.
PART OF PARCEL TAX ID: B-1842-0002-0000

BOUNDARY 2 ZONE CHANGE (R-3-M)

BEGINNING AT A POINT N89°58'02"E, 261.00 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N00°07'23"E, 430.47 FEET; THENCE S89°05'45"E, 902.77 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1033.00 FEET AND A CENTRAL ANGLE OF 06°03'58"; THENCE ALONG THE ARC OF SAID CURVE 109.37 FEET; THENCE S00°00'01"W, 419.71 FEET; THENCE S89°58'02"W, 1012.82 FEET TO THE POINT OF BEGINNING. CONTAINING 9.82 ACRES MORE OR LESS.
PART OF PARCEL TAX ID: B-1842-0002-0000

BOUNDARY 3 ZONE CHANGE (R-2-2)

BEGINNING AT A POINT N89°59'35"E, 554.63 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°59'35"E, 274.00 FEET; THENCE S00°06'06"W, 1900.58 FEET; THENCE S89°05'45"E, 340.05 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 192.94 FEET; THENCE N74°53'00"E, 2726.29 FEET; THENCE S00°00'04"W, 286.93 FEET; THENCE S74°53'00"W, 2651.45 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 967.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 270.39 FEET; THENCE N89°05'45"W, 1169.17 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89°13'08"; THENCE ALONG THE ARC OF SAID CURVE 54.50 FEET; THENCE N89°52'37"W, 17.00 FEET; THENCE N00°07'23"E, 1129.24 FEET; THENCE N89°58'48"E, 610.00 FEET; THENCE N00°06'06"E, 999.87 FEET TO THE POINT OF BEGINNING. CONTAINING 50.76 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000

8/24/26

BOUNDARY 4 ZONE CHANGE (R-2-1)

BEGINNING AT A POINT N89°59'35"E, 828.63 FEET ALONG THE QUARTER SECTION LINE & S00°06'06"W 1332.40 FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°58'48"E, 498.83 FEET; THENCE S00°00'00"W, 271.37 FEET; THENCE N74°53'00"E, 2758.40 FEET; THENCE S00°00'04"W, 286.93 FEET; THENCE S74°53'00"W, 2726.29 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 690.00 FEET AND A CENTRAL ANGLE OF 16°01'15"; THENCE ALONG THE ARC OF SAID CURVE 192.94 FEET; THENCE N89°05'45"W, 340.05 FEET; THENCE N00°06'06"E, 568.18 FEET TO THE POINT OF BEGINNING. CONTAINING 24.08 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000

BOUNDARY 5 ZONE CHANGE (R-1)

BEGINNING AT A POINT N89°59'35"E, 828.63 FEET ALONG THE QUARTER SECTION LINE FROM THE CENTER QUARTER CORNER OF SECTION 30, T36S, R11W, SLB&M; THENCE N89°59'35"E, 1821.60 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30; THENCE S89°57'01"E, 1337.85 FEET; THENCE S00°00'04"W, 883.31 FEET; THENCE S74°53'00"W, 2758.40 FEET; THENCE N00°00'00"E, 271.37 FEET; THENCE S89°58'48"W, 498.83 FEET; THENCE N00°06'06"E, 1332.40 FEET TO THE POINT OF BEGINNING. CONTAINING 91.26 ACRES MORE OR LESS. PART OF PARCELS TAX ID: B-1842-0001-0000, B-1842-0008-000, B-1843-0002-0000



BAUER MEADOWS
RESIDENTIAL DEVELOPMENT OVERLAY FOR
THREE EAGLE LLC, H&B CAPITAL LLC & H&B 160 LLC

SECTIONS 29 & 30, T36S, R11W, SLB&M

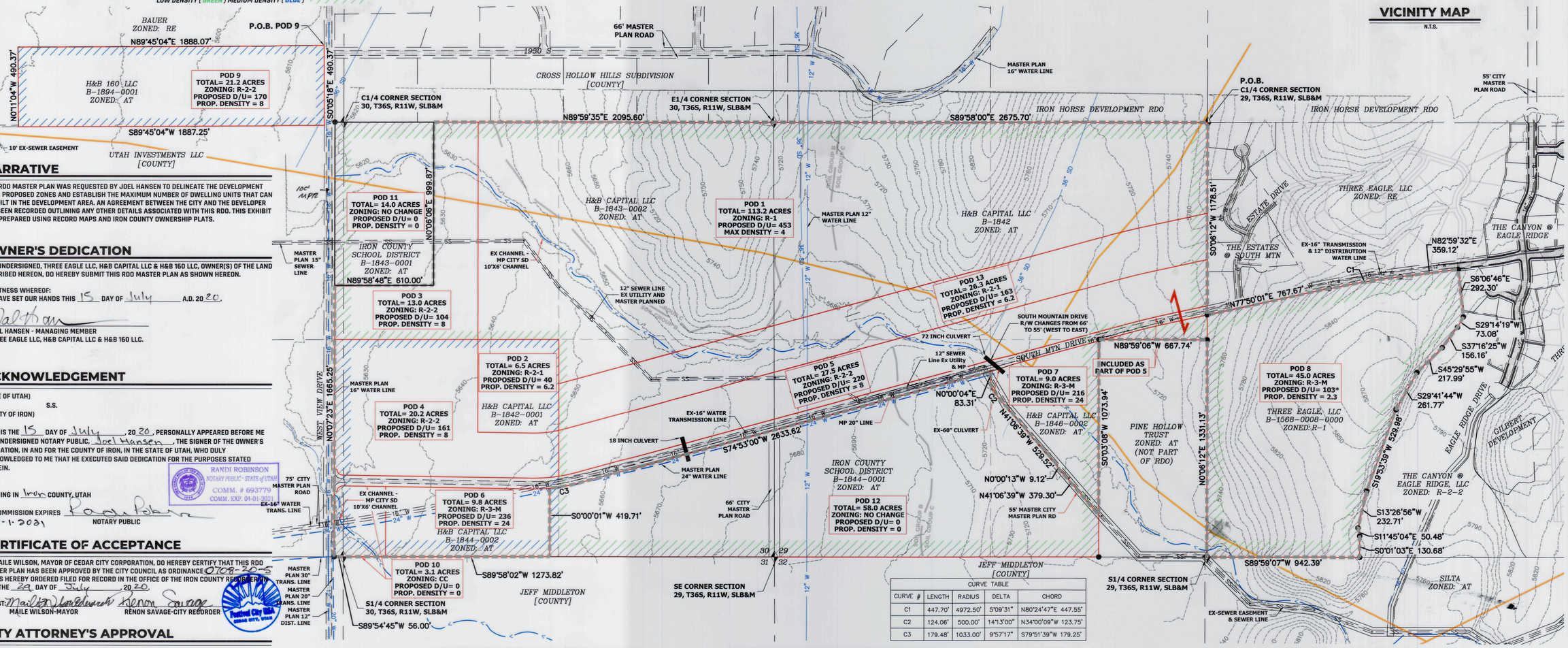
N

300' 0 300'
SCALE IN FEET

LEGEND

- POD BOUNDARY
- OVERALL RDO MASTER PLAN BOUNDARY
- EXISTING CONTOUR (10' INTERVAL) 5600
- 10' X 6' CITY MASTER PLAN DRAINAGE CHANNEL (PARTIALLY IMPROVED)
- 36" DIAMETER CITY MASTER PLAN STORM DRAIN LINE. 36" SD
- USGS SOIL GROUP TYPE BOUNDARY (SOIL GROUP B / SOIL GROUP C)
- CITY MASTER PLAN WALKING TRAIL
- GENERAL PLAN DESIGNATION BOUNDARY *LOW DENSITY (GREEN) MEDIUM DENSITY (BLUE)*





VICINITY MAP
N.T.S.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD
C1	447.70'	4972.50'	5°09'31"	N80°24'47"E 447.55'
C2	124.06'	500.00'	14°13'00"	N34°00'09"W 123.75'
C3	179.48'	1033.00'	9°57'17"	S79°51'39"W 179.25'

NARRATIVE

THIS RDO MASTER PLAN WAS REQUESTED BY JOEL HANSEN TO DELINEATE THE DEVELOPMENT AREA, PROPOSED ZONES AND ESTABLISH THE MAXIMUM NUMBER OF DWELLING UNITS THAT CAN BE BUILT IN THE DEVELOPMENT AREA. AN AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS BEEN RECORDED OUTLINING ANY OTHER DETAILS ASSOCIATED WITH THIS RDO. THIS EXHIBIT WAS PREPARED USING RECORD MAPS AND IRON COUNTY OWNERSHIP PLATS.

OWNER'S DEDICATION

THE UNDERSIGNED, THREE EAGLE LLC, H&B CAPITAL LLC & H&B 160 LLC, OWNER(S) OF THE LAND DESCRIBED HEREON, DO HEREBY SUBMIT THIS RDO MASTER PLAN AS SHOWN HEREON.

IN WITNESS WHEREOF:
WE HAVE SET OUR HANDS THIS 15 DAY OF July A.D. 2020.

JOEL HANSEN - MANAGING MEMBER
THREE EAGLE LLC, H&B CAPITAL LLC & H&B 160 LLC.

ACKNOWLEDGEMENT

STATE OF UTAH)
S.S.
COUNTY OF IRON)

ON THIS THE 15 DAY OF July, 2020, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, Joel Hansen, THE SIGNER OF THE OWNER'S DEDICATION, IN AND FOR THE COUNTY OF IRON, IN THE STATE OF UTAH, WHO DULY ACKNOWLEDGED TO ME THAT HE EXECUTED SAID DEDICATION FOR THE PURPOSES STATED THEREIN.

RANDI ROBINSON
NOTARY PUBLIC - STATE of UTAH
COMM. # 693779
COMM. EXP. 04-01-2021

RESIDING IN Iron COUNTY, UTAH

MY COMMISSION EXPIRES 4-1-2021

NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE

I, MAILE WILSON, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN HAS BEEN APPROVED BY THE CITY COUNCIL AS ORDINANCE 0108-2015 AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER BY THIS THE 29 DAY OF July, 2020.

ATTEST: Maile Wilson Renon Savage

MAILE WILSON-MAYOR RENON SAVAGE-CITY RECORDER

CITY ATTORNEY'S APPROVAL

I, TYLER ROMERIL, CITY ATTORNEY FOR CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS RDO MASTER PLAN AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS ORDINANCES AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE 29 DAY OF July, 2020.

TYLER ROMERIL - CITY ATTORNEY

GENERAL PLAN POD DENSITY TABLE (EXISTING)

POD NUMBER	POD AREA (ACRES)	GENERAL PLAN DESIGNATION	GENERAL PLAN D.U. ALLOWED		ALLOWED UNITS PER GENERAL PLAN	Current Zone	RDO BONUS DENSITY PER ORDINANCE	ALLOWED UNITS PER RDO ORDINANCE
POD # 1	113.2	LOW	3	/ACRE	339	AT	6	679
POD # 2	6.5	MEDIUM	8	/ACRE	52	AT	12	78
POD # 3	13.0	LOW	3	/ACRE	39	AT	6	78
POD # 4	20.2	MEDIUM	8	/ACRE	161	AT	12	242
POD # 5	27.5	LOW	3	/ACRE	82	AT	6	165
POD # 6	9.8	MEDIUM	8	/ACRE	79	AT	12	118
POD # 7	9.0	LOW	3	/ACRE	27	AT	6	54
POD # 8	45.0	LOW	3	/ACRE	135	R-1	6	270
POD # 9	21.2	MEDIUM	8	/ACRE	170	AT	12	255
POD # 10	3.1	MEDIUM	8	/ACRE	25	AT	12	38
POD # 11	14.0	LOW	3	/ACRE	42	AT	6	84
POD # 12	58.0	LOW	3	/ACRE	174	AT	6	348
POD # 13	26.3	LOW	3	/ACRE	79	AT	6	158
	TOTAL 366.8				TOTAL = 1405 UNITS			TOTAL = 2566 UNITS

BOUNDARY DESCRIPTION (POD 9)

BEGINNING AT A POINT S89°47'21"E, 2565.42 FEET ALONG THE SECTION LINE AND S00°05'18"E, 2187.83 FEET SAID POINT BEING ON THE WEST LINE OF WEST VIEW DRIVE; THENCE ALONG SAID WEST LINE S00°05'18"E, 490.37 FEET; THENCE DEPARTING SAID WEST LINE S89°45'04"W, 1887.25 FEET; THENCE N00°11'04"W, 490.37 FEET; THENCE N89°45'04"E, 1887.07 FEET TO THE POINT OF BEGINNING. CONTAINING 21.25 ACRES.

RDO POD TABLE (PROPOSED)

POD NUMBER	PRIVATE POD AREA (ACRES)	PUBLIC POD AREA (ACRES)	PROPOSED ZONE	MAX. DENSITY PER ZONE	ALLOWED UNITS/ACRE	PROPOSED POD UNITS IN RDO
POD # 1	113.2	0.0	R-1	4	453	453
POD # 2	6.5	0.0	R-2-1	6.2	41	41
POD # 3	13.0	0.0	R-2-2	8	104	104
POD # 4	20.2	0.0	R-2-2	8	161	161
POD # 5	27.5	0.0	R-2-2	8	220	220
POD # 6	9.8	0.0	R-3-M	24	236	236
POD # 7	9.0	0.0	R-3-M	24	216	216
POD # 8	45.0	0.0	R-3-M	24	1080	103
POD # 9	21.2	0.0	R-2-2	8	170	170
POD # 10	3.1	0.0	CC	0	0	0
POD # 11	0.0	14.0	NO CHANGE	0	0	0
POD # 12	0.0	58.0	NO CHANGE	0	0	0
POD # 13	26.3	0.0	R-2-1	6.2	163	163
	TOTAL 294.9	72.0		TOTAL =	2843	TOTAL = 1867 UNITS

*THE MAXIMUM ALLOWED UNITS WITHIN THE RDO BOUNDARY WILL BE 1867 RESIDENTIAL UNITS

BOUNDARY DESCRIPTION (PODS 1-8 & 10)

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 29, T36S, R11W, SLB&M; THENCE ALONG THE QUARTER SECTION LINE S00°06'12"W, 1178.51 FEET TO THE SOUTHERLY LINE OF SOUTH MOUNTAIN DRIVE; THENCE ALONG SAID SOUTHERLY LINE N77°50'01"E, 767.67 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 4972.50 FEET AND A CENTRAL ANGLE OF 05°09'31"; THENCE ALONG THE ARC OF SAID CURVE 447.70 FEET; THENCE N82°59'32"E, 359.12 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S06°06'46"E, 292.30 FEET; THENCE S29°14'19"W, 73.08 FEET; THENCE S37°16'25"W, 156.16 FEET; THENCE S45°29'55"W, 217.99 FEET; THENCE S29°41'44"W, 261.77 FEET; THENCE S19°53'39"W, 529.98 FEET; THENCE S13°26'56"W, 232.71 FEET; THENCE S11°45'04"E, 50.48 FEET; THENCE S00°01'03"E, 130.68 FEET TO THE SECTION LINE; THENCE ALONG THE SECTION LINE S89°59'07"W, 942.39 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE ALONG THE QUARTER SECTION LINE N00°06'12"E, 1331.13 FEET THE TO 1/16TH CORNER; THENCE ALONG THE 1/16TH LINE N89°59'06"W, 667.74 FEET; THENCE S00°03'08"W, 1073.94 FEET; THENCE N41°06'39"W, 379.30 FEET; THENCE N00°00'13"W, 9.12 FEET; THENCE N41°06'39"W, 529.52 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 14°13'00"; THENCE ALONG THE ARC OF SAID CURVE 124.06 FEET; THENCE N00°00'04"E, 83.31 FEET TO THE SOUTHERLY LINE OF SOUTH MOUNTAIN DRIVE; THENCE ALONG SAID SOUTHERLY LINE S74°53'00"W, 2633.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1033.00 FEET AND A CENTRAL ANGLE OF 09°57'17"; THENCE ALONG THE ARC OF SAID CURVE 179.48 FEET; THENCE DEPARTING SAID SOUTHERLY LINE S00°00'01"W, 419.71 FEET TO THE SECTION LINE; THENCE ALONG THE SECTION LINE S89°58'02"W, 1273.82 FEET TO THE S1/4 CORNER OF SECTION 30; THENCE ALONG THE SECTION LINE S89°54'45"W, 56.00 FEET; THENCE DEPARTING SAID SECTION LINE N00°07'23"E, 1665.25 FEET; THENCE N89°58'48"E, 610.00 FEET; THENCE N00°06'06"E, 999.87 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE N89°59'35"E, 2095.60 FEET TO THE E1/4 CORNER OF SECTION 30; THENCE ALONG THE QUARTER SECTION LINE S89°58'00"E, 2675.70 FEET TO THE POINT OF BEGINNING. CONTAINING 12271495 SQUARE FEET OR 281.73 ACRES.

LESS AND EXCEPTING SOUTH MOUNTAIN DRIVE CONTAINING 7.91 ACRES.

NOTES:

1. THE FLOOD ZONE INFORMATION FOR THIS MAP IS BASED ON THE FEMA FIRM MAP 49007309008, EFFECTIVE 7/17/1986.
2. NO AIRPORT ZONE WITHIN RDO BOUNDARY.
3. SEE RDO POD TABLE (EXISTING) FOR EXISTING PROPERTY ZONES.
4. EXISTING TOPOGRAPHY SHOWN AT 10' INTERVALS.
5. SOILS TYPE SHOWN WAS DETERMINED BY USGS WEB SOILS SURVEY DATA.
6. COORDINATES SHOWN ARE BASED ON THE CEDAR CITY COORDINATE CONTROL SYSTEM.
7. VERTICAL DATUM ELEVATION IS NVGD 29.
8. EXISTING PARCEL TAX ID.
   8.1. H&B CAPITOL LLC: B-1842, B-1842-1, B-1842-2, B-1843, B-1846-1
   8.2. H&B 160 LLC B-1894-1
   8.3. THREE EAGLE LLC: B-1568-8
9. CITY MASTER PLAN TRAILS AND STORM DRAIN LINES ARE SHOWN FOR REFERENCE ONLY. FINAL LOCATIONS TO BE TO BE DETERMINED BY THE CITY AND OWNER AT THE TIME OF DEVELOPMENT.
10. RDO LIES WITHIN URBAN WILDFIRE INTERFACE ZONE..
11. PODS 11 & 12 ARE IRON COUNTY SCHOOL DISTRICT PARCELS AND WON'T BE ENCUMBERED BY THIS RDO.

OWNER(S)
H&B CAPITAL LLC, THREE EAGLE LLC, H&B 160 LLC
907 THREE FOUNTAINS DRIVE
CEDAR CITY, UTAH 84720

ENGINEER
GO CIVIL ENGINEERING
590 NORTH 800 WEST
CEDAR CITY, UTAH 84721

CITY ENGINEER'S APPROVAL

I, KIT WAREHAM, CITY ENGINEER, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN WAS EXAMINED AND ACCEPTED BY ME THIS THE 23rd DAY OF July, 2020.

KIT WAREHAM - CITY ENGINEER

PLANNING COMMISSION APPROVAL

I, MARY PEARSON, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN WAS APPROVED BY SAID COMMISSION.

MARY PEARSON - CHAIRPERSON 7/23/20 DATE

CERTIFICATE OF RECORDING

I, CARRI JEFFRIES , COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS RDO MASTER PLAN WAS FILED FOR RECORD IN MY OFFICE ON THIS THE _____ DAY OF _____, 20___.

BOOK _____ PAGE _____

COUNTY RECORDER - CARRI JEFFRIES

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____

NO.	DESCRIPTION	REVISIONS	BY	DATE

INFORMATION CONTAINED ON THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY. THE INDIVIDUAL RECEIVING THIS DRAWING ASSUMES ALL RESPONSIBILITY FOR VERIFYING THE ACCURACY, SUITABILITY & LIABILITY OF THIS INFORMATION FOR THEIR PURPOSES AND AGREES ALL EXISTING LIABILITY LIES WITH THE ENGINEER OF RECORD.

GO CIVIL ENGINEERING
590 N. 800 W. CEDAR CITY, UT 84721
#(435) 586-9592 WWW.GOCIVIL.NET

BAUER MEADOWS
RESIDENTIAL DEVELOPMENT OVERLAY FOR
THREE EAGLE LLC, H&B CAPITAL LLC & H&B 160 LLC
SEC. 29 & 30, T36S, R11W, SLB&M

CHECKED:
SCALE: 6/24/20
DRAWN: DRB
DATE: 5/8/20
SHEET: 1 OF 1

9-4-116



20' 0 20'
SCALE IN FEET

Style3


VASA Fitness

CEDAR CITY COUNCIL
AGENDA ITEM #05

DECISION PAPER

TO:	Mayor and City Council
FROM:	Mike Phillips
DATE:	25 Sept 2026
SUBJECT:	Request to relocate the 1985 LTI 75' ladder truck to Paragonah Fire Department.
PROBLEM:	The Fire Department has a new ladder truck arriving in late fall 2026 and we do not have room for it. The proposal is to relocate the ladder truck to Paragonah Fire Department which is part of the overall county fire system. This request has the support of Iron County. This move will give the Fire Department the room needed for the new ladder truck.
RECOMMENDATION:	Whereas the Paragonah Fire Department is partially funded by Iron County, and Iron County participates in our annual budget, and Paragonah Fire has a history of responding to fires within our response area; the department would recommend this ladder truck be relocated to the Paragonah Fire Department. The asset will be transferred to Paragonah Fire, and they will be responsible for all maintenance, repairs, insurance and liabilities.

CEDAR CITY COUNCIL
AGENDA ITEM #06

DECISION PAPER

TO: Mayor and City Council

FROM: Darin Adams

DATE: 30 September 2026

SUBJECT: Crossing Guard at CVHS and CVMS

PROBLEM: There is a significant pedestrian and traffic-safety concern in the area of Canyon View Middle School and Canyon View High School, particularly during the morning arrival and afternoon dismissal periods.

The two schools are located across the street from one another, resulting in a substantial number of students crossing the roadway before and after school. The volume of vehicular traffic during these periods, combined with the number of students crossing between the schools and surrounding areas, creates an increased risk for pedestrian-vehicle conflicts.

The Cedar City Police Department has observed near-miss incidents involving students and vehicles in the area. Of particular concern, during the first few days of the current school year, a student was struck by a vehicle while in the crosswalk.

While the existing traffic-control measures provide some protection, the combination of high traffic volumes and significant pedestrian activity creates a situation where additional active traffic control is warranted to maximize student safety.

RECOMMENDATION: I recommend adding a crossing guard position at Canyon View Middle School and Canyon View High School during the periods of highest pedestrian and vehicular activity.

The crossing guard would be assigned to the area:

- **Prior to the start of school**, during the morning student arrival period; and
- **Immediately following school dismissal**, during the afternoon period when students are leaving the schools and crossing the roadway.

The crossing guard would provide a visible, active presence to assist students safely across the roadway, improve driver awareness, and help manage conflicts between pedestrian and vehicular traffic.

This recommendation is intended to provide a **targeted safety measure during the specific periods when the risk is greatest**.

The primary consideration in making this recommendation is the safety of students. The combination of two schools serving a large number of students, significant traffic congestion during arrival and dismissal, students crossing between the two school campuses, documented near misses, and a recent student being struck in the crosswalk demonstrates a need for additional safety measures.

A dedicated crossing guard would provide an additional layer of protection during the times when the greatest number of students are crossing the roadway. It would also provide motorists with a highly visible indication that pedestrians are present and that additional caution is required.

EXPECTED OUTCOME:

The addition of a crossing guard is expected to:

1. Improve the safety of students crossing the roadway.
2. Reduce pedestrian-vehicle conflicts and near-miss incidents.
3. Increase driver awareness during peak school traffic periods.
4. Provide active traffic control when pedestrian and vehicle volumes are highest.
5. Enhance the overall feeling of safety for students, parents, school personnel, and motorists in the area.

BUDGET IMPACT: Currently, there is not a budget to fund this request. Crossing guards spend, on average, 1.5 hours/day performing their duties @$21.00/hour, which equals $316/ for 22 pay periods or $6,952.00/annually. A budget adjustment would need to occur to fund this request. I am requesting the additional funding be added to the police department's PT Wage operations budget to accomplish this.

CEDAR CITY COUNCIL
AGENDA ITEM #07

INFORMATION SHEET

TO: Mayor and City Council

FROM: Corey Childs

DATE: 9/10/2026

SUBJECT: Surplus Auction

DISCUSSION: It is time again to surplus some items. The following items have been deemed surplus by the divisions that used them. These items have exceeded their useful life or have developed more problems than feasible to repair. The method that we have found works best for us is by using an online auction site that specializes in government surplus. The site is: publicsurplus.com. We are seeking your approval to surplus the following items:

1. Oshkosh snowblower
2. 2012 Chevy Tahoe
3. 2011 Dodge ram (wrecked)
4. 2009 Dodge Nitro

CEDAR CITY
CITY COUNCIL AGENDA ITEM #08
STAFF INFORMATION SHEET

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: October 7, 2026

Subject: **Consider bids for the Quichapa Wells Rehabilitation Project.**

Discussion: As part of the Pressure Reduction and Chlorination project, four of the Quichapa Wells need to be developed and test pumped. The wells that are included in this project are: Quichapa Wells #5, #6, #7, and #8. The development work is intended to improve the flowrate and drawdown of the wells and hopefully decrease sand production.

Well drillers and others were notified of this project via email, advertisement in the Spectrum newspaper, and on the City's website. The bid documents were requested by 18 contractors and 1 plan room. Cedar City received 3 bids for the project.

Due to the short timeframe to complete the project during the winter months, the intent of the bid documents was to award two separate contracts so that two well drillers could be working on the project simultaneously. An option was also provided in the bid documents to award one contract for all 4 wells, if the low bidder could show that they can complete all 4 wells. For the first option, the work would be split into two contracts as follows:

- Contract 1 will be awarded for work to be done on Quichapa Wells #5 and #8.
- Contract 2 will be awarded for work to be done on Quichapa Wells #7 and #6.

The following tables show a summary of the bids that were received for Contract 1 and Contract 2:

Bid Summary for Contract 1 – Quichapa Wells #5 & #8

Name of Contractor	Office Location	Total Bid Amount
Widdison Well Services, Inc.	Draper, UT	$574,970.00
KP Ventures Well Drilling & Pump Co., Inc.	Cottonwood, AZ	$637,775.00
Grimshaw Drilling	Enoch, UT	$681,740.00

Bid Summary for Contract 2 – Quichapa Wells #7 & #6

Name of Contractor	Office Location	Total Bid Amount
Widdison Wells Services, Inc.	Draper, UT	$783,925.00
Grimshaw Drilling	Enoch, UT	$801,365.00
KP Ventures Well Drilling & Pump Co., Inc.	Cottonwood, AZ	$857,150.00

Grimshaw Drilling acknowledged Addendum #1 on the bid form, but they did not provide the signed acknowledgment page with their bid. They provided the Addendum #1 acknowledgment page after the bid deadline.

In the bid documents, an option was given for bidders to provide information showing that they had the capability to perform work on all four of the wells. None of the bidders provided this information with their bid; however, Widdison has said that they have the equipment and would be willing to do all four wells.

All of the bidders provided the pre-qualification information with their bids, which included the following:

- Well Driller Experience Form.
- Well Driller Construction Equipment List.

They each have the proper equipment that was requested in the bid documents. Also, they each have performed at least 2 well development projects within the past 6 years.

For Contract 2, Grimshaw Drilling is within 5% of the low bidder. Further information will be provided at the meeting regarding whether Grimshaw Drilling would be considered a local bidder under the City's purchasing policy.

If this bid is awarded it would be on the condition that the Contractor provide 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:

Project Funding
Chlorination System for Wells Project
(Account #51-40-740)

	Funding	Expenses	Balance
Funding in FY27 –			
Cap. Outlay - Equipment (51-40-740)	$1,500,000		
Expenses –			
Construction Contract 1		($574,970)	
Construction Contract 2		($783,925)	
Miscellaneous/Contingency		($60,000)	
Totals –	**$1,500,000**	**($1,418,895)**	**$81,105**

In the recent Budget Revision, $1,500,000 was added to the budget for this project.

Please consider whether to award the bid for the Quichapa Wells Rehabilitation project. Thank you for your consideration.

Quichapa Wells Rehabilitation Project 2026
Bid Tabulation
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Schedule A - Quichapa Well #5 Base Bid

				Grimshaw Drilling		Widdison Well Services, Inc.		KP Ventures Well Drilling & Pump Co., LLC	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization and Demobilization.	L.S.	1	$ 35,000.00	$ 35,000.00	$ 85,000.00	$ 85,000.00	$ 60,000.00	$ 60,000.00
2	Video Well Log (Pre and Post Brush).	Each	2	$ 3,500.00	$ 7,000.00	$ 4,100.00	$ 8,200.00	$ 8,500.00	$ 17,000.00
3	Furnish and Install Gravel Pack.	C.F.	750	$ 25.00	$ 18,750.00	$ 92.50	$ 69,375.00	$ 90.00	$ 67,500.00
4	Brush and Bail.	Hours	25	$ 425.00	$ 10,625.00	$ 575.00	$ 14,375.00	$ 700.00	$ 17,500.00
5	Clean and Develop via Dual Swab.	Hours	175	$ 425.00	$ 74,375.00	$ 625.00	$ 109,375.00	$ 700.00	$ 122,500.00
6	Furnish and Install Test Pump and Motor, and Removal of Test Pump Equipment.	L.S.	1	$ 185,000.00	$ 185,000.00	$ 40,640.00	$ 40,640.00	$ 45,000.00	$ 45,000.00
7	Well Development with Test Pump. Monitor Sand Content with a Rossum Sand Tester During Development.	Hours	75	$ 495.00	$ 37,125.00	$ 650.00	$ 48,750.00	$ 625.00	$ 46,875.00
8	Additional Test Pump Setting Depth, if Needed.	Feet	200	$ 50.00	$ 10,000.00	$ -	$ -	$ 100.00	$ 20,000.00
9	Step-Drawdown Test and Constant-Rate Test.	Hours	36	$ 395.00	$ 14,220.00	$ 650.00	$ 23,400.00	$ 625.00	$ 22,500.00
10	Recovery Period after Constant-Rate Test.	Hours	24	$ 350.00	$ 8,400.00	$ 200.00	$ 4,800.00	$ 625.00	$ 15,000.00
11	Well Disinfection.	L.S.	1	$ 3,500.00	$ 3,500.00	$ 12,800.00	$ 12,800.00	$ 8,000.00	$ 8,000.00
12	Water Sample (Bacteriological).	L.S.	1	$ 500.00	$ 500.00	$ 3,200.00	$ 3,200.00	$ 4,250.00	$ 4,250.00
13	Driller's Well Log. Submit the Well Log to the Utah Division of Water Rights.	L.S.	1	$ 1,500.00	$ 1,500.00	$ 50.00	$ 50.00	$ 1,200.00	$ 1,200.00
			TOTAL BID AMOUNT =		**$ 405,995.00**		**$ 419,965.00**		**$ 447,325.00**

Quichapa Wells Rehabilitation Project 2026
Bid Tabulation
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Schedule B - Quichapa Well #8 Base Bid

				Widdison Well Services, Inc.		KP Ventures Well Drilling & Pump Co., LLC		Grimshaw Drilling	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization and Demobilization.	L.S.	1	$ 43,000.00	$ 43,000.00	$ 40,000.00	$ 40,000.00	$ 35,000.00	$ 35,000.00
2	Video Well Log (Pre and Post Brush).	Each	2	$ 3,840.00	$ 7,680.00	$ 8,500.00	$ 17,000.00	$ 3,500.00	$ 7,000.00
3	Brush and Bail.	Hours	25	$ 575.00	$ 14,375.00	$ 700.00	$ 17,500.00	$ 425.00	$ 10,625.00
4	Furnish and Install Test Pump and Motor, and Removal of Test Pump Equipment.	L.S.	1	$ 46,000.00	$ 46,000.00	$ 45,000.00	$ 45,000.00	$ 185,000.00	$ 185,000.00
5	Additional Test Pump Setting Depth, if Needed.	Feet	200	$ -	$ -	$ 100.00	$ 20,000.00	$ 50.00	$ 10,000.00
6	Step-Drawdown Test and Constant-Rate Test.	Hours	36	$ 650.00	$ 23,400.00	$ 625.00	$ 22,500.00	$ 395.00	$ 14,220.00
7	Recovery Period after Constant-Rate Test.	Hours	24	$ 200.00	$ 4,800.00	$ 625.00	$ 15,000.00	$ 350.00	$ 8,400.00
8	Well Disinfection.	L.S.	1	$ 12,500.00	$ 12,500.00	$ 8,000.00	$ 8,000.00	$ 3,500.00	$ 3,500.00
9	Water Sample (Bacteriological).	L.S.	1	$ 3,200.00	$ 3,200.00	$ 4,250.00	$ 4,250.00	$ 500.00	$ 500.00
10	Driller's Well Log. Submit the Well Log to the Utah Division of Water Rights.	L.S.	1	$ 50.00	$ 50.00	$ 1,200.00	$ 1,200.00	$ 1,500.00	$ 1,500.00
			TOTAL BID AMOUNT =		**$ 155,005.00**		**$ 190,450.00**		**$ 275,745.00**

Quichapa Wells Rehabilitation Project 2026
Bid Summary
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Summary - Bid Schedules A and B

		Widdison Well Services, Inc.	KP Ventures Well Drilling & Pump Co., LLC	Grimshaw Drilling
Item	**Description**	**Unit Price**	**Unit Price**	**Unit Price**
1	Bid Schedule A - Quichapa Well #5	$ 419,965.00	$ 447,325.00	$ 405,995.00
2	Bid Schedule B - Quichapa Well #8	$ 155,005.00	$ 190,450.00	$ 275,745.00
	TOTAL BID AMOUNT =	**$ 574,970.00**	**$ 637,775.00**	**$ 681,740.00**

Quichapa Wells Rehabilitation Project 2026
Bid Tabulation
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Schedule C - Quichapa Well #7 Base Bid

				Grimshaw Drilling		Widdison Well Services, Inc.		KP Ventures Well Drilling & Pump Co., LLC	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization and Demobilization.	L.S.	1	$ 35,000.00	$ 35,000.00	$ 85,000.00	$ 85,000.00	$ 60,000.00	$ 60,000.00
2	Video Well Log (Pre and Post Brush).	Each	2	$ 3,500.00	$ 7,000.00	$ 3,400.00	$ 6,800.00	$ 8,500.00	$ 17,000.00
3	Furnish and Install Gravel Pack.	C.F.	750	$ 25.00	$ 18,750.00	$ 92.50	$ 69,375.00	$ 90.00	$ 67,500.00
4	Brush and Bail.	Hours	25	$ 425.00	$ 10,625.00	$ 575.00	$ 14,375.00	$ 700.00	$ 17,500.00
5	Clean and Develop via Dual Swab.	Hours	175	$ 425.00	$ 74,375.00	$ 625.00	$ 109,375.00	$ 700.00	$ 122,500.00
6	Furnish and Install Test Pump and Motor, and Removal of Test Pump Equipment.	L.S.	1	$ 185,000.00	$ 185,000.00	$ 46,500.00	$ 46,500.00	$ 45,000.00	$ 45,000.00
7	Well Development with Test Pump. Monitor Sand Content with a Rossum Sand Tester During Development.	Hours	75	$ 495.00	$ 37,125.00	$ 650.00	$ 48,750.00	$ 625.00	$ 46,875.00
8	Additional Test Pump Setting Depth, if Needed.	Feet	200	$ 50.00	$ 10,000.00	$ -	$ -	$ 100.00	$ 20,000.00
9	Step-Drawdown Test and Constant-Rate Test.	Hours	36	$ 395.00	$ 14,220.00	$ 650.00	$ 23,400.00	$ 625.00	$ 22,500.00
10	Recovery Period after Constant-Rate Test.	Hours	24	$ 350.00	$ 8,400.00	$ 200.00	$ 4,800.00	$ 625.00	$ 15,000.00
11	Well Disinfection.	L.S.	1	$ 3,500.00	$ 3,500.00	$ 12,500.00	$ 12,500.00	$ 8,000.00	$ 8,000.00
12	Water Sample (Bacteriological).	L.S.	1	$ 500.00	$ 500.00	$ 3,200.00	$ 3,200.00	$ 4,250.00	$ 4,250.00
13	Driller's Well Log. Submit the Well Log to the Utah Division of Water Rights.	L.S.	1	$ 1,500.00	$ 1,500.00	$ 50.00	$ 50.00	$ 1,200.00	$ 1,200.00
			TOTAL BID AMOUNT =		**$ 405,995.00**		**$ 424,125.00**		**$ 447,325.00**

Quichapa Wells Rehabilitation Project 2026
Bid Tabulation
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Schedule D - Quichapa Well #6 Base Bid

				Widdison Well Services, Inc.		Grimshaw Drilling		KP Ventures Well Drilling & Pump Co., LLC	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Mobilization and Demobilization.	L.S.	1	$ 48,000.00	$ 48,000.00	$ 35,000.00	$ 35,000.00	$ 40,000.00	$ 40,000.00
2	Video Well Log (Pre and Post Brush).	Each	2	$ 2,900.00	$ 5,800.00	$ 3,500.00	$ 7,000.00	$ 8,500.00	$ 17,000.00
3	Furnish and Install Gravel Pack.	C.F.	750	$ 92.50	$ 69,375.00	$ 25.00	$ 18,750.00	$ 90.00	$ 67,500.00
4	Brush and Bail.	Hours	25	$ 575.00	$ 14,375.00	$ 425.00	$ 10,625.00	$ 700.00	$ 17,500.00
5	Clean and Develop via Dual Swab.	Hours	150	$ 625.00	$ 93,750.00	$ 425.00	$ 63,750.00	$ 700.00	$ 105,000.00
6	Furnish and Install Test Pump and Motor, and Removal of Test Pump Equipment.	L.S.	1	$ 37,000.00	$ 37,000.00	$ 185,000.00	$ 185,000.00	$ 45,000.00	$ 45,000.00
7	Well Development with Test Pump. Monitor Sand Content with a Rossum Sand Tester During Development.	Hours	75	$ 650.00	$ 48,750.00	$ 495.00	$ 37,125.00	$ 625.00	$ 46,875.00
8	Additional Test Pump Setting Depth, if Needed.	Feet	200	$ -	$ -	$ 50.00	$ 10,000.00	$ 100.00	$ 20,000.00
9	Step-Drawdown Test and Constant-Rate Test.	Hours	36	$ 650.00	$ 23,400.00	$ 395.00	$ 14,220.00	$ 625.00	$ 22,500.00
10	Recovery Period after Constant-Rate Test.	Hours	24	$ 200.00	$ 4,800.00	$ 350.00	$ 8,400.00	$ 625.00	$ 15,000.00
11	Well Disinfection.	L.S.	1	$ 11,300.00	$ 11,300.00	$ 3,500.00	$ 3,500.00	$ 8,000.00	$ 8,000.00
12	Water Sample (Bacteriological).	L.S.	1	$ 3,200.00	$ 3,200.00	$ 500.00	$ 500.00	$ 4,250.00	$ 4,250.00
13	Driller's Well Log. Submit the Well Log to the Utah Division of Water Rights.	L.S.	1	$ 50.00	$ 50.00	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00
			TOTAL BID AMOUNT =		**$ 359,800.00**		**$ 395,370.00**		**$ 409,825.00**

Quichapa Wells Rehabilitation Project 2026
Bid Summary
Bid Opening: Friday, October 2, 2026 at 4:00 PM

Bid Summary - Bid Schedules C and D

		Widdison Well Services, Inc.	Grimshaw Drilling	KP Ventures Well Drilling & Pump Co., LLC
Item	**Description**	**Unit Price**	**Unit Price**	**Unit Price**
1	Bid Schedule C - Quichapa Well #7	$ 424,125.00	$ 405,995.00	$ 447,325.00
2	Bid Schedule D - Quichapa Well #6	$ 359,800.00	$ 395,370.00	$ 409,825.00
	TOTAL BID AMOUNT =	**$ 783,925.00**	**$ 801,365.00**	**$ 857,150.00**

CEDAR CITY
CITY COUNCIL AGENDA ITEM #09
STAFF INFORMATION SHEET

To: Mayor and City Council

From: Shane Johnson

Council Meeting Date: October 7, 2026

Subject: **Consider bids for the Covered Outdoor Arena Project.**

Discussion: The Cross Hollow Events Center is doing a project to construct an outdoor covered arena on the south side of the Diamond Z Arena. The new building will add 33,750 square feet of space to the event center to be used primarily for barrel racing.

A bid package was prepared by the City requesting bids for the foundation and construction of the previously purchased building.

Bidders were notified of this project via email, newspaper advertisement, and on the City's website. The bid documents were requested by 3 material suppliers, 41 contractors, and 4 plan rooms. Cedar City received 7 bids for the project.

The following table shows a summary of the bids that were received:

Bid Summary
Covered Outdoor Arena Project

Contractor	Bid
Doug Hunt Construction Inc	$396,762.23
PRT Builders LLC	$423,429.23
Watts Construction, Inc	$432,105.31
Carter Enterprises Inc.	$449,762.23
Travis Larsen Construction LLC	$474,382.23
Perco Rock Co.	$480,000.23
Grass Creek Construction	Non-Responsive

The bid provided by Grass Creek Construction is considered "non-responsive" due to their overhead costs not being written into the bid schedule and the bid form and addendum #1 were received by email after the bid deadline. The bid from Perco Rock Co did not contain the acknowledged addendum #1.

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

Funding for the project comes from private donations. The following information provides a summary of the proposed funding for the project.

Cash-on-Hand:
- Private Donations totaling $1,004,119.

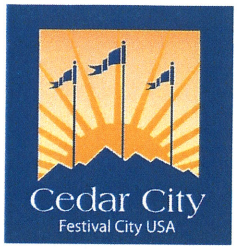
The following table provides a summary of the proposed budget for the project.

Project Funding
Covered Outdoor Arena Project
Account #10-90-970

Current Funding available -	Funding	Expenses	Balance
Cross Hollow - Acct. #10-90-970	$804,119		
Private Donation	$200,000		
Expenses -			
Pre-engineered Metal Building		($521,258)	
Building Construction		($396,762)	
Structural Engineering		($3,800)	
Material Testing (est)		($5,000)	
Building Impact Fees		($95,242)	
Totals -	**$1,004,119**	**($1,022,062)**	**($17,943)**

With the impact fees that need to paid to obtain the building permit, the project is currently over budget. Additional funds will be needed to complete the project.

Please consider whether to award the bid to Doug Hunt Construction Inc. for the Covered Outdoor Arena Project. Thank you for your consideration.



PERMIT FEE ESTIMATE

Cedar City
10 N Main Street
Cedar City, UT 84720
(435) 865-4519

Permit Type:	Commercial	VB
Main Floor Sq. Ft:	33,750.00	A-4
Second Floor Sq. Ft:		R-3
Third Floor Sq. Ft:		R-2
Fourth Floor Sq. Ft:		R-2
Basement Sq. Ft:		Finished
Unfinished Basement:		
Patio Sq. Ft:		
Garage Sq. Ft:		U
Other Sq. Ft:		U
Number of Units:		
Lot Footage:		
Fire Line Size:		
Water Line Size:		
Total Valuation	$1,304,437.50	

Building Fee:	$	7,604.75
Eng. Plan Check Fee:	$	0.00
State Fee - 1%:	$	76.05
Other:	$	2,281.43
Drainage Impact:	$	~~31,758.75~~ 0
Police Impact:	$	3,611.25
Fire Impact:	$	6,716.25
Transportation Impact:	$	84,915.00
State Subtotal:	$	7,604.75
Subtotal:	$	7,680.80
Building Square Footage (per 1,000 sq ft):	$	33.75
TOTAL:	$	~~136,963.48~~

Total: $105,204.73

Date: 09/09/2026

CEDAR CITY
CITY COUNCIL AGENDA ITEM #11
STAFF INFORMATION SHEET

To: Mayor and City Council

From: Bill Maxwell

Council Meeting Date: October 7, 2026

Subject: **Consider a change order for the 100 East Roadway Project**

Discussion: Cedar City awarded the contract for construction of the 100 East Roadway project to Inntelex, LLC in December of 2025, in the amount of $900,214.85. Money for the project was budgeted from three separate accounts for the streets, sewer collection, and water portions of the project. The project has been completed, and the full length of the new roadway is now open for public use.

During construction, there were a number of necessary changes and additions that were added to the scope of the project, including full improvements along the Jay Smith frontage, additional concrete driveways for access to existing buildings, and additional utilities that were needed to finish the project. The total amount of the change order is $117,500.05. Out of the total change order amount, $69,296.07 was used for the frontage improvements at Jay Smith's property.

This is the final change order for the project. There have not been any previous change orders. The following is a breakdown of total change order amounts according to the funding sources:

Streets portion = $67,936.55
Sewer Collection portion = $30,155.50
Water portion = $19,408.00

City staff has compiled the amounts for the changes from each account, shown on the next page. After adding in the change order amounts, each of the funding sources is still under budget.

Project Funding
100 East Roadway Project
Account #10-79-731 - Streets

Funding -	Funding	Expenses	Balance
Acct. #10-79-731	$767,674.00		
Payment From Jay Smith	$ 44,995.85		
Expenses -			
Construction – Original Contract		($687,273.09)	
Change Orders		($67,936.55)	
Miscellaneous		($20,686.10)	
Totals -	**$ 812,669.85**	**($775,895.74)**	**$36,774.11**

Account #52-55-731 – Sewer Collection

Funding -	Funding	Expenses	Balance
Acct. #52-55-731	$233,256.00		
Payment From Jay Smith	$ 14,230.54		
Expenses -			
Construction – Original Contract		($39,574.02)	
Change Orders		($30,155.50)	
Miscellaneous		($3,452.41)	
Totals -	**$ 247,486.54**	**($73,182.03)**	**$174,304.51**

Account #51-40-735 - Water

Funding -	Funding	Expenses	Balance
Acct. #51-40-735	$240,000.00		
Payment From Jay Smith	$ 10,069.68		
Expenses -			
Construction – Original Contract		($173,367.74)	
Change Orders		($19,408.00)	
Miscellaneous		($4,612.22)	
Totals -	**$ 250,069.68**	**($197,387.96)**	**$52,681.72**

A full breakdown of the change orders has been included for your information. Please consider approving the final change order for the 100 East Roadway Project in the amount of $117,500.05.

CHANGE ORDER

Order No. 1 (Final)
Date:
Agreement Date: 12/31/2025

NAME OF PROJECT:

100 East Roadway Improvements Project 2025

CITY: Cedar City Corporation

CONTRACTOR: Inntelex, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Description:

See attached sheets for full explanation.

Justification:

Requested by Cedar City or necessary to complete construction per applicable codes and City ordinances.

Change to CONTRACT PRICE:

Change Order Amount:	$ 117,500.05
Original CONTRACT PRICE:	$ 900,214.85
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	$ -
The new CONTRACT PRICE including this CHANGE ORDER will be	$1,017,714.90

Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.
The date for completion of all work will be _____ (Date).

Ordered by: _____
(City)

Accepted by: _____
(Contractor)

Change Order Breakdown

Concrete Slab Removal	Each	1	$6,000.00	$ 6,000.00
Diamond Block Wall	Each	1	$13,000.00	$ 13,000.00
Install New 8" Diameter PVC SDR-35 Sewer Pipe per Detail R1 and Const. Note 11	L.F.	215	$30.00	$ 6,450.00
8" Diameter PVC SDR-35 Sewer Pipe	L.F.	215	$6.07	$ 1,305.50
Furnish and Install New 6" Diameter PVC SDR-35 Sewer Lateral with Cleanout per Detail R1 and S1 and Const. Note 14	Each	2	$1,200.00	$ 2,400.00
Install City Provided 4' diameter Sewer Manhole per Detail S2 and Const. Note 13.	Each	1	$1,000.00	$ 1,000.00
	Sewer Fund Total			**$ 30,155.50**

Install City Provided 8" Diameter PVC C900 DR-18 Water Main, per Detail R1 and Const. Note 12. The Contractor is required to furnish and install tracer wire per Detail R1 and Const. Note 12	LF	204	$20.00	$ 4,080.00
Waterline Excavation	Each	1	$2,700.00	$ 2,700.00
Furnish and Install New 8" 22.5° Diameter Ductile Iron 22.5° Bend with mega-lugs and thrust block per Detail W3 and Const. Note 39	Each	1	$1,500.00	$ 1,500.00
Install City Provided 8" Diameter PVC C900 DR-18 Water Main, per Detail R1 and Const. Note 12. The Contractor is required to furnish and install tracer wire per Detail R1 and Const. Note 12	L.F.	100	$20.00	$ 2,000.00
Furnish and Install New 1" Diameter Water Meter and Copper Type "K" Service Lateral with barrel, setter, and concrete collar per Detail W5 and Const. Note 15	Each	2	$2,000.00	$ 4,000.00
Furnish and Install New 8"x6" Ductile Iron Reducer with mega-lugs per Detail W3 and Const. Note 21	Each	1	$400.00	$ 400.00
Furnish and Install New 8" Gate Valve per Detail W3 and Const. Note 22. This item includes all 8" FL x MJ adapters that may be needed. This item includes raising the valve to finished grade with a reinforced concrete collar.	Each	1	$2,928.00	$ 2,928.00
Furnish and Install 8" Diameter Ductile Iron Blow-off Assembly, per Details W1 & W3, and Const. Note 19. This Item Includes Raising the Valve to Grade With a Reinforced Concrete Collar.	Each	1	$1,800.00	$ 1,800.00
	Water Fund Total			**$ 19,408.00**

Furnish and Install New 18" CPP culverts per Detail R1	L.F.	50	$30.00	$ 1,500.00
Furnish and Install 6" of Road Base Under Double Chip Seal and 2' Shoulder per Detail 1 on Sheet 8	S.F.	2381	$0.42	$ 1,000.00
Install 8" of Pit Run Material Under Curb, Gutter, Sidewalk, Asphalt Trail, and Asphalt Roadway per Detail R4A and Geotechnical Report	S.F.	5000	$0.30	$ 1,500.00
Furnish and Install 3" Thick City Specified Asphalt per Detail R1 and Const. Note 6	S.F.	8450	$2.01	$ 16,984.50
Furnish and Install 5' Sidewalk	S.F.	820	$10.00	$ 8,200.00
Furnish and Install 30" Curb and Gutter Type "A" per Detail C1 and Const. Note 5	L.F.	410	$34.91	$ 14,315.00
Roadway Grading to Subgrade, Including 18" Over-Excavation with 6" Scarify and Recompaction Under Curb, Gutter, Sidewalk, Asphalt Trail, and Asphalt Roadway, and New Structural Fill, With 5100 Cubic Yards of Cut to the Bottom of Over-Excavation, and 15 Cubic Yards of Import Material per Geotechnical Report and South End Volume Table on Sheet 2	L.S.	1	$2,500.00	$ 2,500.00
Additional Material for 757 N 100 E	L.S.	1	$540.00	$ 540.00
Additional Grading at 757 N 100 E	L.S.	1	$1,000.00	$ 1,000.00
Demo of Existing Concrete Sidewalk at 757 N 100 E	L.S.	1	$100.00	$ 100.00
Furnish and Install 4' Sidewalk	S.F.	305	$7.21	$ 2,198.00
Additional Material for Added Driveways	L.S.	1	$960.00	$ 960.00
Additional Grading for Added Driveways	L.S.	1	$2,000.00	$ 2,000.00
Furnish and Install New Commercial Driveways	S.F.	1272	$15.32	$ 19,480.25
Demo of Existing Concrete at Golf Course Building	L.S.	1	$500.00	$ 500.00
Additional Grading at Golf Course Building	L.S.	1	$1,400.00	$ 1,400.00
Concrete Ramp at Golf Course Building	S.F.	471	$9.73	$ 4,584.00
Drain Curb Outlet from Golf Course Building	Each	1	$1,600.00	$ 1,600.00
Credit for Driveway into 96 E 900 N	L.S.	-1	$3,508.80	$ (3,508.80)
Furnish and Install Truncated Domes	Each	7	$198.47	$ 1,389.29
Furnish and Install ADA Ramp Concrete	S.F.	151	$9.73	$ 1,468.21
Reduction in Chip Seal Area	S.F.	-8635	$1.34	$ (11,570.90)
Additional Power Trenching	L.S.	1	$2,297.00	$ 2,297.00
Diamond Block Wall - Building	Each	1	$1,500.00	$ 1,500.00
Credit for Centerline Monuments	Each	-1	$4,000.00	$ (4,000.00)
	Road Fund Total			**$ 67,936.55**

Change Order Total: $117,500.05

CEDAR CITY
COUNCIL
AGENDA ITEM
__#12__

DECISION PAPER

TO: Mayor and City Council

FROM: Natasha Hirschi

DATE: October 5, 2026

SUBJECT: Consider changes to Chapter 2, 5, 7,8 & 9 of the personnel policy

DISCUSSION: As recommended by the City Council a committee was created to look at the City's leave policies and create a new paid time off policy (PTO). A PTO policy was drafted and presented to employees. An opportunity was given for employees to provide feedback. The feedback from employees was basically to make PTO like our current vacation and sick leave. The committee decided to drop the PTO policy and adjust the current leave policy. The new policy was given to employees, and feedback was provided and changes were made based upon the feedback received.

During the process employees expressed concerns over the reason behind the policy change. Employees expressed that the change to the current leave policy is not positive and is hurting morale. The main concerns expressed by employees are as follows.
Employees don't like the drastic reduction to compensatory (comp) time.
Employees don't like the new cap on sick leave.
Employees think the 5-year vesting period to be paid out any accrued annual leave is too long.
Employees don't like the new rolling cap on annual leave. They would like to see the cap increased to be more in align with the current policy.

There may be other concerns, but these were commonly expressed. In discussions with employees over the past several months many have come to understand the reason behind the changes being made. Employees understand the liability and the need for change with the City's current policy. But they would like the City's

current leave policies to be left as they are or some considerations to be made to the new policy based on the concerns above.

Below is a summary of the changes by Chapter. In the sections of the policy where there are employee concerns there are proposed options for the Council to consider.

Chapter 2 – Section 2.4.2.C- The proposed change eliminates the word sick and adds the word medical.

Chapter 5- Section 5.7.1 – Adds language to make a resigning employee last day their last physical workday and some clarifying language about leave accruals for a retiring employee.

Chapter 7 – Section 7.6.1 - The proposed change reduces the amount of comp time an employee may carry. The proposed change reduces the amount from 480 hours for public safety and 240 hours for nonpublic safety to 120 hours with a payout each fiscal year down to 40 hours the first pay period in May.

The proposed change reduces the City's financial liability by reducing the large comp time balances on the books. In researching comp time many employees are not actually using the time they earn but are banking it. Which only increases the City's financial liability. The proposed limits allow employees to still accrue time during busy times and use it during slower times while capping the City's liability.

> **The Council may consider different limits or a tiered implementation based on employee feedback about the change being too drastic.**

Chapter 8 – Section 8.11.2- Adds additional annual leave for firefighters working under section 7(k) of the FLSA. The reason for the increase is they work 2756 hours a year compared to the 2080 hours all other employees work a year.

Chapter 8 – Section 8.11.4 - The proposed change adds a rolling accrual to annual leave instead of a use it or lose it at the end of the year. The rolling accrual will eliminate issues with everyone trying to use their leave at the end of the year to avoid losing it.

The proposal sets the cap 40 hours over what an employee earns in a year. The Cap would not take effect until July 1, 2027, to allow employees to adjust to the new method.

To be more competitive in the market and alleviate some of employees concerns Council could increase the cap by 1.5 to 2.0 times the employee's accrual rate in a year. To offset the increased liability with larger leave balances the Council could cap the amount to be paid out when an employee leaves employment. Most agencies pay out annual leave balances at separation.

Chapter 8-Section 8.11.7 – The proposed change adds language to require an employee to work for the City a minimum of 5 years before they will be paid out any of their annual leave.

The Council could consider reducing the vesting period based on employee feedback.

Chapter 8 – Section 8.12 Changes sick leave to medical leave and broadens the definition.

Chapter 8 Section 8.12.9 – Caps sick leave at 600 and 795 for firefighters working under the 7(k) of the FLSA. And grandfathers employees with balances over the proposed caps to have unlimited balances.

The proposal sets the cap at 600 hours because FMLA is 480 hours and the City pays for long-term disability insurance if an employee is out for an extended time. The City's long term disability policy provides income and allows an employee to still accrue time in the Utah Retirement System while off work. The City also has a policy that allows employees to donate time to an employee who is out due to a long-term illness.

The Council could consider a higher cap or eliminate the cap because there is no pay out at separation based on employee feedback.

Chapter 9 – Section 9.2.1 Adds language stating that abuse of medical leave could result in major discipline.

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL RELATED TO THE IMPLEMENTATION OF REVISIONS TO VARIOUS SECTIONS OF THE CEDAR CITY PERSONNEL POLICY; SETTING AN EFFECTIVE DATE; DIRECTING STAFF; AND RELATED MATTERS.

WHEREAS, Cedar City has a personnel policy that regulates, among other things, the rate at which employees accumulate sick leave and annual leave, maximum amounts of compensatory time employees may earn in lieu of overtime, and related matters; and

WHEREAS, Cedar City allows certain employees to earn compensatory time in lieu of overtime. Compensatory time is earned at a rate of 1.5 hours of compensatory time for each hour an employee would be eligible to for overtime pay. Cedar City has an increasing fiscal liability related compensatory time accumulated at one rate of pay and paid out after a number of years at a higher rate of pay;

WHEREAS, Cedar City provides various types of leave to employees so that absences from work will not deprive the employee of the regular pay they would otherwise earn; and

WHEREAS, this resolution is intended to implement changes to various chapters of the Cedar City Personnel Policy as detailed in exhibit A, and to transition current employee benefits into the amended provisions contained herein.

NOW THEREFORE BE IT RESOLVED by the Cedar City Council that the changes to Cedar City's personnel policy reflected in exhibit A are hereby adopted. The struck through language is removed from the personnel policy and the text that is underlined and in red is added to the City's personnel policy.

NOW THEREFORE BE IT FURTHER RESOLVED by the Cedar City Council that the Finance Department and the Administration Departments are directed to work with the City's third-party payroll vendor to implement the changes in the City's personnel policy into the payroll system.

NOW THEREFORE BE IT FURTHER RESOLVED by the Cedar City Council that employee annual leave balances as of the end of 2026 shall roll forward into 2027 in accordance with the City's Personnel Policy as it exists prior to these amendments. Beginning January 1, 2027, all employees will accrue annual leave at rates consistent with the amended policy. Employees will be allowed to exceed the annual leave maximum accrual limits set forth in the amended policy for the first six (6) months of 2027, so that they can continue to accrue annual leave at applicable rates as they learn how to use the new annual leave policy. The maximum accrual amounts set forth in the amended

personnel policy shall take effect until July 1, 2027. Once the maximum accrual amounts take effect, employees will not accrue additional leave until their balances are below the applicable maximum accrual limit.

NOW THEREFORE BE IT FURTHER RESOLVED by the Cedar City Council that the City's Finance Department shall prepare and submit such budget revisions as are necessary to allow the City to pay down compensatory time balances to 40 hours by the end of May.

NOW THEREFORE BE IT FURTHER RESOLVED by the Cedar City Council that as of the date of passage, no employee shall be allowed to accrue more than 120 hours of compensatory time.

NOW THEREFORE BE IT FURTHER RESOLVED by the Cedar City Council that all of the amendments to the Cedar City personnel policy contained in exhibit A shall take effect January 1, 2027.

Dated this _____ day of _____, 2026.

_____
Steven Nelson
Mayor

Seal

Attest:

_____
Amber Ray
Recorder

Exhibit A

Amendments to Cedar City's Personnel Policy

CHAPTER 2 – EMPLOYMENT

2.1 Equal Employment Opportunity Statement.

2.1.1 It is the policy of Cedar City Corporation to comply with Title VII of the Civil Rights Act of 1964 the Utah Anti-Discriminatory Act, Title 34, Chapter 35, Utah Code Annotated, 1953 as amended, The Americans With Disabilities Act of 1990, the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended and related provisions as established by law and adopted by Cedar City's Equal Employment Opportunity Plan, 1994.

It is the intent of the City to provide a work environment that is free from unlawful discrimination. Unlawful discrimination includes undesired harassment based on race, gender, religion, national origin, age, disability, marital status, and any other basis prohibited by law. Unlawful discrimination in the workplace on the part of any employee is prohibited and any employee found to have engaged in unlawful discrimination will be subject to disciplinary action.

It is the intent of the City to apply these polices to all employment related practices, including, but not limited to: job application procedures and testing; hiring; promotion; demotion; termination; tenure; compensation; training; recruitment; advertising of job openings; lay-off and recall; leaves of absence; fringe benefits; and all other employment related activities.

Discrimination of any kind should be immediately reported to the employees Supervisor, Department Head or Human Resources.

Any employee who is seeking reasonable accommodations under the American's With Disabilities Act should contact Human Resources.

Amended by Resolution Number 18-0214-2.

2.1.2 Cedar City Corporation will hire, promote, classify, transfer, discipline and discharge all persons concerned without reference to race, color, religion, sex, pregnancy, childbirth, or pregnancy-related conditions, age if the individual is forty years of age or older, religion, national origin, or disability.

2.1.3 Personnel will be compensated on the basis of equal pay for equal work. No individual will receive reduced compensation for equal work on the basis of race, color, religion, sex, pregnancy, childbirth, or pregnancy-related conditions, age, if the individual is forty years of age or older, religion, national origin, or disability.

2.2 Anti-nepotism.

2.2.1 It shall be the policy of Cedar City Corporation to comply with the Anti-Nepotism clause as stated in the Utah Code Annotated, 1953 as amended, Volume 5B: Title 52-3-1.

2.3 Veterans Preference.

2.3.1 In accordance with Title 71, Chapter 10, Utah Code Annotated, eligible veterans and their spouses shall be given preference in interviewing and hiring for a position.

2.4 Pregnancy Temporary Transitional Duty Policy

2.4.1 PURPOSE

It is the purpose of this policy to establish guidelines relating to temporary transitional duty for full and part-time employees during pregnancy. It is the purpose of the Cedar City Corporation to provide equal employment opportunities to employees and to comply with the Pregnancy Discrimination Act (PDA).

2.4.2 POLICY

It is the policy of the Cedar City Corporation to provide pregnant employees an opportunity to continue to participate in the work force during pregnancy where possible. This policy is to implement the provision of a temporary transitional duty assignment for pregnant employees. Pregnant employees who are able to work must be permitted to do so on the same conditions as other employees if they are able to fully perform their regularly assigned job duties. The pregnant employee's acceptance of temporary transitional duty will not result in reduced pay or benefits.

I. REPORTING AND PROCESSING PREGNANCY/TRANSITIONAL DUTY LEAVE

A. If an employee becomes pregnant and she has physical limitations that prohibit her from performing the functions of her regularly assigned position, she **shall** notify, or cause to be notified, her Supervisor and Human Resources.

B. To notify the Cedar City Corporation, the employee **must** submit a Medical Release-Pregnancy Form signed by her medical care provider that verifies the employee is pregnant, identifies any physical restrictions to apply during the temporary transitional duty assignment, and states how long the restrictions apply.

C. The employee is responsible, with the advice of her medical care provider, to determine how long she will continue working in her regularly assigned position. An employee is not required to accept a temporary transitional duty assignment. The employee may

request temporary transitional duty at any time during her pregnancy pursuant to the advice of her medical care provider.

II. PROCEDURE

A. Once the Cedar City Corporation has knowledge the employee is pregnant and the employee has requested light duty, she will be eligible for consideration for a temporary transitional duty assignment. Cedar City Corporation is under no obligation to create or design a job or assignment specifically for such temporary transitional duty, but will allow a pregnant employee who cannot perform the physical duties of her assigned position to fill a temporary transitional duty position to the extent one is available. Temporary transitional duty assignments may be either in the employee's own department or elsewhere in the City, depending on availability. The temporary transitional duty assignment shall comply with the physical restrictions imposed by the employee's medical care provider.

B. The employee can remain in a temporary transitional duty position until she is physically unable to perform her temporary transitional duty assignment, or she can return to her regularly assigned position as certified by her medical care provider. Temporary transitional duty assignments are temporary and are intended to last only for the duration of the pregnancy and only to the extent there are physical limitations due to the pregnancy that would cause the employee to be unable to continue working in her regular assignment.

C. FMLA, ~~sick~~ medical and vacation leave:
    1. Once the employee is unable to perform her light duty assignment, she may be granted leave in accordance with the procedures set forth in the City's FMLA policy. Nothing herein shall be construed to limit an employee's use of FMLA leave at any time of the pregnancy pursuant to the City's FMLA policy.
    2. Sick and vacation leave will be recognized as part of this policy where applicable.
    3. Certain pregnancy related conditions may qualify an employee to receive reasonable accommodations under the ADAAA.

III. TRAINING

While on temporary transitional duty status, the employee will participate in department-level training classes that other employees are undergoing, as long as the training classes do not pose any risk to the employee.

IV. RETURN TO REGULAR ASSIGNMENT

A. In order to return to her regularly assigned job duties an employee must submit a Medical Release, signed by the employee's physician, indicating the employee is released to full duty, with no restrictions.

B. Upon an employee's request to return to a full duty assignment with a signed Medical Release, the Cedar City Corporation will reinstate the employee to her regularly assigned position.

Resolution 17-0111-1
Amended by Resolution 20-0527

CHAPTER 5 – SEPARATION FROM EMPLOYMENT

5.1 Reduction in Force.

5.1.1 Selection of an employee for a reduction in force should be based upon the individual's ability to perform the work assignments within the affected department, and his/her years of service with the City. The weights given to these factors should be 75% performance and 25% seniority. Seniority should govern the selection when ability is equal.

5.1.2 Employees on lay-off status who are rehired within twelve (12) months of their separation will be reinstated with no reduction of longevity benefits.

5.1.3 Prior to an employee being dismissed due to reduction in force, a predetermination hearing will be conducted which requires: (a) Written notice of the reason for the reduction; an explanation of how the employee was selected; and (b) An opportunity for the employee to prepare and present their side of the situation. The hearing shall be conducted by the Department Head and Human Resources.

5.1.4 If, after the hearing, the decision is still made to lay-off the employee, the employee will receive written notice including:

A. Notice of the proposed lay-off;
B. Date(s) lay-off will be effective;
C. Reasons for the lay-off; and
D. Full time employee's right to appeal the decision according to the appeal procedures in cases of discharge or transfer found in chapter ten (10) of this policy.

Amended by Resolution Number 13-1023-1

5.2 Resignation.

5.2.1 Whenever an employee resigns, an exit interview shall be conducted by the Department Head and City Manager or designee. Employees who resign and desire to leave the City in good standing should give a minimum of two (2) weeks notice if they are to be considered for re-employment at a future date.

5.3 Abandonment of Position.

5.3.1 One unauthorized absence may constitute cause for separation. An Employee who fails to call their supervisor to report their absence for one (1) working day, and to request that the absence be recorded as authorized, may be deemed to have

voluntarily abandoned his/her position and may have his/her employment with the City terminated.

5.4 Termination.

5.4.1 Termination of employment may occur as a result of the employee's failure, in some instances, to satisfactorily complete a probationary period, as a result of disciplinary action, or at will. Terminated employees shall be notified according to DISCIPLINARY PROCEDURES of this handbook. At-will employees and those in probationary status (except promotional probation) have no appeal rights.

5.5 Re-employment.

5.5.1 A re-employment list for a classification consists of the names of former employees having regular status and who have been laid off. Such list shall take precedence prior to recruiting for the position. A re-employment list is established for a period of one year from the date of separation.

5.6 Severance Pay.

5.6.1 When a permanent employee is separated from City employment because of a reduction in force through no fault of the employee, and when such a separation requires immediate action, thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks severance pay in lieu of the two (2) week notice.

5.7 Separation Pay.

5.7.1 When an employee resigns, retires or is terminated, they shall be required to return all tools, safety helmets and other property, and to clear all financial obligations to the City prior to receiving their final paycheck. The Supervisor shall attach an Exit Interview form to the final time sheet. Final paychecks shall include compensation for the balance of annual leave and comp time. A terminated employee's check will be provided within twenty-four (24) hours of the termination date. A resigning employee's final check will be provided the next pay period after final workday. A resigning employee's last physical workday is their last day. No additional leave may be used. A retiring employee who has worked for Cedar City more than five years may use any accrued vacation and/or accrued compensatory time up to two months after ~~final~~ their last physical workday. All leave accruals including holidays defined by this policy will stop on the retiring employees last physical workday.

Amended by Ordinance 0909-15

CHAPTER 7 – COMPENSATION AND WORK HOURS

7.1 Compensation Philosophy

Cedar City Corporation is committed to providing quality service in all operations. To meet the expectations of the community, the city needs to recruit, retain and motivate a quality workforce.

7.1.1 To be effective, compensation including salary and benefits must be fair and competitive.

Enacted by Ordinance 0909-15

7.2 Compensation Plan

7.2.1 In 2015 Personnel Systems and Services conducted a salary survey and provided the city a compensation plan that was based on internal equity and external market data. The City selected approximately fifteen other municipal agencies as market participants. All City job descriptions were evaluated on a set of common factors (responsibility, job knowledge, difficulty of work, and work environment) and were assigned a point value using the point value matrices. Each position's point value and market salary data determined the salary range for the position. All employees hired as regular full-time will receive compensation according to the range of the position for which they are hired.

Amended by Ordinance 0909-15

7.2.2 The City compensation plan for regular full time employees consists of a salary range for each position that has been adopted by the City Council. Merit and Cola increases are determined by the Mayor and approved by the City Council in conjunction with the City's Budget Process. The range an employee is assigned is determined by the job description as valued through the point value method.

Amended by Ordinance 0909-15

7.2.3 In order to provide organizational consistency, a compensation committee will review all new job descriptions and reclassification requests. The committee will consist of three Department Heads (assigned by the Mayor), Human Resources, and the City Manager. The Department Head making the request for a new job description or reclassification will be part of the evaluation process for that position. The committee will evaluate each position using the common factors and assign a point value to the position to determine the position's salary range. Increased compensation for the reclassification will be granted as the budget allows.
Enacted by Ordinance 0909-15, updated by resolution 17-0111-1

7.2.4 Cost-Of-Living - Cost-of-living adjustments shall be considered each year using Cost of Living information provided by Utah Retirement Systems and municipal agencies research. When it is determined that such an adjustment is warranted, a proposal will be made through the city budget.

Amended by Ordinance 0909-15

7.3 Non-exempt Employees.

7.3.1 The normal work week shall be forty (40) hours, unless otherwise specifically provided in departmental working rules.

7.3.2 An employee unable to report to duty on a workday shall notify the Department Head or his/her agent as soon as practicable before the beginning of work.

7.3.3 Time spent by employees which will be counted as hours worked for the purpose of determining overtime will include:

A. Rest breaks of fifteen (15) minutes or less within each continuous four (4) hour work period;

B. Hours over and above the designated number of hours authorized in a work period, during which an employee is engaged in required attendance at lectures or meetings and the travel time associated with such attendance; and

C. City Holidays (banked holiday hours will not count towards overtime).

Amended by resolution 25-0326-1

7.3.4 Time spent by employees which will not be counted as hours worked for the purpose of determining overtime include:

A. Paid leave (this includes, but is not limited to vacation sick leave, and comp time);

B. Meal periods when relieved of duty; and

C. Travel time between home and work.

7.3.5 Employees who have completed their work shift and have left the premises and then are required to return to work shall receive a minimum of one (1) hour of overtime. Hours worked in excess of one (1) hour shall be compensated at the

overtime rate.

7.3.6 Supervisors may determine that employees must remain at work or return to work for work related emergencies. Employees shall receive overtime for hours worked in excess of the 40 hour work week.

7.3.7 Hours worked (up to 40) and leave time used during the 7-day work week shall be compensated at the employee's regular pay rate. Overtime hours worked shall be paid at time and a half.

Amended by Resolution Number 18-0214-2.

7.4 Exempt Employees.

7.4.1 Exempt employees are those who are in positions which have been determined to be exempt from overtime according to FLSA criteria. Exempt employees are salaried and shall be paid according to the salary schedule adopted by the City Council. Exempt employees are expected to work the hours required to complete their assignments and responsibilities.

7.5 Overtime.

7.5.1 Any time worked over forty (40) hours a week will be considered overtime, unless otherwise specifically provided. Overtime will be compensated at the rate of one and one-half the regular hourly rate. Method of compensation, either monetary or comp-time off, shall be at the discretion of the supervisor. It is the City's policy to discourage the use of overtime. Supervisory personnel should, if possible, organize their department workload to avoid overtime payment. Overtime will be permitted in very exceptional circumstances but should be kept to a minimum. Overtime work must have the prior approval of the supervisor.

7.6 Compensatory Time

7.6.1 Compensatory time in lieu of monetary overtime compensation shall be earned at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Employees may accrue up to ~~240~~ one hundred and twenty (120) hours of comp time. During the first pay period in May all comp time balances will be paid out so that no individual employee has more than forty (40) hours. Comp time pay outs are eligible for retirement as allowed by URS~~;~~ ~~(since comp time is accumulated at time and one-half, this is only 160 hours of actual overtime work). Employees who work in a public safety activity or emergency response activity may accumulate up to 480 hours of comp time. The 480-hour accrual limit does not apply to office personnel or other civilian employees who perform public safety activities in emergency situations, even if they spend substantially all of~~

~~their time in a particular week on public safety activities.~~

7.7 **Recording Work Hours**

7.7.1 Each employee is expected to ensure that their actual hours worked and leave time taken are recorded accurately. To ensure accurate records are maintained all non-exempt employees will record their daily hours worked by using the City's official timekeeping system.

7.7.2 Employees should not clock out or record time off for designated break times.

7.7.3 Work time will be tracked in 15 minute increments and rounded to the nearest quarter hour (see examples below).

Clock in Time	Time rounded to…
7:53 – 8:07am	8:00am
8:08 – 8:22am	8:15am
8:23 – 8:37am	8:30am
8:38 – 8:52am	8:45am
8:53 – 9:07am	9:00am

7.7.4 Employees must follow overtime rules see section 7.5.

7.7.5 Supervisors are responsible for ensuring employees comply with overtime rules, part-time hours (28 hours per week) and all other policies.

7.7.6 Any adjustments to employee time must be approved by the employee's supervisor. Employees will be accountable for any manual changes submitted.

Amended by resolution 25-0326-1

7.8 Classification of Positions

7.8.1 Working out of Classification. An employee may be assigned or temporarily

appointed to an out-of-classification position for a period of at least forty five (45) days upon recommendation of the Department Head and approval of the City Manager or designee. The out-of-class period may be adjusted due to unique circumstances, as approved by the City Manager.

Amended by Ordinance 0909-15, Amended by Resolution 26-0624

7.8.2 Out-of-class compensation may be granted to an employee assigned additional responsibilities and duties that are substantially beyond the scope of their regular position and that increase the complexity, accountability, decision-making authority, or workload of the employee's assigned role. Additional duties must be assigned and/or performed before additional compensation will be considered. Temporary, incidental, or occasional tasks that do not materially change the nature of the position generally will not qualify for out-of-class compensation. Approval of the Department Head and City Manager is required.

Amended by Ordinance 0909-15

7.9 Employee Performance and Salary Advancement.

7.9.1 New Employees. New Employees shall be assigned the minimum salary of their range for their position. Unless otherwise provided for herein. The City Manager and the Mayor may approve appointment higher within the range if: (1) an employee cannot be recruited for the position at the minimum range; (2) the qualifications of the individual selected exceed the minimum requirements and the individual can be expected to perform at a higher level.

Amended by Ordinance 0909-15, 21-1208

7.9.2 Performance Appraisals. Performance Appraisals shall be completed for all probationary and regular fulltime and part-time employees at regular intervals described herein. Also, additional performance appraisals may be conducted during the course of employment due to specific problems with performance or behavior of an employee. The purpose is to record recent job performance, setting goals and objectives, recognizing accomplishments and noting particular strengths and/or deficiencies. Performance appraisals shall also serve to assist the employee in improving performance and behavior as necessary.

7.9.3 Performance Appraisals shall be prepared by the employee's supervisor. The appraisal shall be discussed with the employee and he/she shall be given an opportunity to make written comments.

7.9.4 All performance appraisals shall be turned into Human Resources and then filed with the City Recorder. The employee shall be given a copy of the appraisal by the supervisor.

Amended by Ordinance 0909-15, and 0127-16

7.9.5 Pay Advancement. The City will not make pay advances to employees.

Amended by Ordinance Number 13-1023-1

7.10 Probationary Employees/Non Exempt.

7.10.1 Probationary employees will have a performance appraisal (with form) by their supervisor at the completion of the sixth (6^{th}) month from the date of employment. During the probationary period, supervisors are encouraged to provide meaningful employment feedback to the probationary employee. At the completion of the six (6) month probationary period, an employee who has established a satisfactory performance record will be eligible for regular status.

7.11 Regular Full Time Employees/Non Exempt & Exempt

7.11.1 Regular full time employees shall receive a performance appraisal by May 31^{st} each year. It is the goal of the City to grant a minimum 2.5% merit increase annually after satisfactory performance has been achieved (3.0 or higher on annual evaluation). Once the City Council has approved a budget and upon commencement of the budget period supervisors may grant the budgeted merit increase to employees who have achieved satisfactory performance. If an employee receives an unsatisfactory evaluation (2.99 or below on annual evaluation) the merit increase will be withheld for up to six months, at the discretion of the department head. If, at any time during the six (6) month period satisfactory performance has been achieved, the employee will be eligible for a merit increase (merit increases will not be retroactive). If the employee doesn't meet satisfactory performance, supervisors shall follow the progressive discipline policy. Salary adjustments are effective for all non-probationary employees the next fiscal year budget. Probationary employees hired before the start of the fiscal year will be eligible for an increase after they successfully complete probation. Employees hired after the start of the fiscal year will be eligible for an increase the next fiscal year budget.

Amended by Ordinance 0909-15, 0127-06, 21-0714-2 and 25-0326-1

7.11.2 In addition to the aforementioned minimum performance evaluation interviews, a supervisor may evaluate an employee at any time, especially if some noteworthy

incident occurs, either good or bad. The information should be added to the employee's file.

7.12 ON-CALL COMPENSATION POLICY

7.12.1 PURPOSE

A. It is the purpose of this policy to establish guidelines relating to compensation for on-call employees that need to respond to unforeseen, unplanned, or emergency situations.

B. The purpose of the On-Call Compensation Policy is to provide a cost effect way for Cedar City to provide fair compensation to those whose job duties require the employee to be on-call to respond to unforeseen services that may occur outside of normal working hours and/or above normal staffing levels.

7.12.2 ON-CALL

A. On-call is defined as being required to respond to any call that necessitates an employee to respond or to report to work.

B. On-call time will be paid pursuant to the City's Policies and Procedures.

7.12.3 POLICY

A. The Department Heads will designate the personnel with on-call assignments.

B. An employee's participation for on-call assignments will be voluntary or by assignment if necessary. When multiple employees in a department are willing to accept on-call assignments, the available on-call shifts will be assigned by the department head equally among the willing employees.

C. The employee designated to be on-call will be compensated at the rate of one (1) hour for each weekday and one and one half (1 ½) hours for each weekend day and holiday. Compensation will be set at the employee's regular pay rate.

D. An employee responding to a call-out, that has to return to work, will be compensated at the rate set in 7.3.5 of the City's Personnel Policy.

E. When the employee on-call is called out to work, the employee must be in compliance with all City Policy, including but not limited to Chapter 12 of the Personnel Policy which details the City's Drug/Alcohol Policy.

F. Employees accepting on-call assignments may participate in personal activities while on-call, but will carry a notification device and remain available to be called out, and will

respond within a time set by the employee's department head. Failure to respond in a timely manner could negate the on-call pay for that week.

Resolution 17-0111-1

7.13 SHIFT DIFFERENTIALS

7.13.1 Police - A non-exempt sworn officer who actually works the graveyard shift is eligible for a 5% shift differential. For purposes of this policy the graveyard shift is 6pm to 6am.

Amended by Resolution 25-0129-2

7.13.2 Holiday – Employees who are required to work a city designated holiday are eligible for a 5% shift differential for hours actually worked.

Enacted by Resolution 21-1208

CHAPTER 8 – BENEFITS

8.1 Eligibility for Health Insurance.

8.1.1 The City will make health insurance available to full-time employees, as defined below, and their dependents. Health insurance coverage will also be available to elected officials. Payment for health insurance premiums is subject to yearly budget allocations and individual employee eligibility as defined herein. Health insurance coverage begins on the first day of the month following the date of employment and ends on the day of separation.

Amended by Resolution 20-0527.

8.1.2 For purposes of this section the following definitions will apply:

"Administrative period" shall mean a period of time not exceeding thirty (30) days after the measurement period has ended and prior to the beginning of the stability period during which Cedar City may evaluate the results of the measurement period.

"Full time employee" shall mean: (1) an employee that is regularly scheduled to provide thirty (30) or more hours of service per week or in excess of one hundred and thirty (130) hours of service per month and is not classified as a seasonal employee; or (2) an employee that averages thirty (30) or more hours of service per week or in excess of one hundred and thirty (130) hours of service per month during an applicable measurement period.

"Hours of service" shall mean hours when work is actually being performed; and hours where no work was performed, and the employee was using leave time.

"Leave time" shall mean an employee's use of any of the paid leave benefits defined under the terms of Cedar City's personnel policy. Unpaid leave will not be considered leave time unless the unpaid leave qualifies as special unpaid leave time and it is anticipated that the employee shall return to service once the leave time is used.

"Measurement period" shall mean either the initial measurement period or the standard measurement period. The initial measurement period shall only be used for the first year of employment for an employee that is hired and classified as a variable hour employee. All other references to the measurement period shall refer to the standard measurement period. The initial measurement period shall mean a continuous twelve (12) month period beginning the first day of the month

following the employee's date of hire. The standard measurement period shall mean the same twelve month period that is designated by law as the City's fiscal year.

"Non-service" shall mean a period of time when an individual is not employed by Cedar City. Non-service is different than leave time in that during leave time there is a mutual expectation that the employee is still employed by Cedar City. During non-service time there has been an event that has terminated the mutual expectation of continued employment. Examples of such events include, but are not limited to, retirement, termination of employment, layoff, quitting.

"Part time employee" shall mean an employee that provides twenty eight (28) hours of service per week or less.

"Seasonal employee" shall mean an employee that is employed for a maximum of twenty six (26) weeks during a twelve (12) month period. For purposes of considering provision of healthcare benefits there is not a limit on the number of hours of service per week a seasonal employee may provide. Seasonal employees shall not qualify for health care benefits paid by Cedar City. All provisions of the Fair Labor Standards Act, and other applicable state and federal law are not impacted by this definition of seasonal employee.

"Special unpaid leave" shall mean unpaid leave taken by the employee pursuant to the Family and Medical Leave Act, the Uniform Services Employment and Re-employment Rights Act, and unpaid leave for jury duty.

"Stability period" shall mean a period of time equal in length to the immediately preceding measurement period during which if the employee continues to work for Cedar City, and it was determined based on the measurement period that they qualify for health care benefits, then the City in accordance with its practices and policy shall provide health care benefits.

"Variable hour employee" shall mean an employee that is not a full time employee, part time employee, or seasonal employee; and that by designation or practice works variable hours. Employees that were originally designated as part time or seasonal and that work more hours than originally planned may be reclassified as variable hour employees. Variable hour employees shall have their hours of service measured by the measurement period and if they qualify for health care benefits receive health care benefits during the stability period.

8.1.3 Subject to yearly budget allocations and in compliance with all other provisions of State and Federal Law, Cedar City shall offer health insurance coverage and pay the health care insurance premiums for all full time employees. Also Cedar City shall offer health insurance coverage and pay the health care insurance premiums for all variable hour employees during the stability period as long as during the applicable measurement period the variable hour employee has provided an average of thirty (30) hours of service.

The health care plan offered by the City shall, at a minimum, be of such a nature and contain such coverage as is required by State and Federal law. The City's payment of health care insurance premiums shall, at a minimum, comply with the provisions of State and Federal law.

8.1.4 The City will not will not pay the health care insurance premiums for: (1) part time employees; (2) seasonal employees; and (3) variable hour employees that average less than thirty (30) hours of service per week or one hundred and thirty (130) hours of service per month during the applicable measurement period.

8.1.5 For employees other than variable hour employees, when determining the hours of service an employee provides to the City the City shall use the actual hours of service provided by the employee.

For employees that are either pre-determined to be variable hour employees or that become variable hour employees during the course of their employment the number of hours of service provided to the City shall be determined by using the actual hours of service provided during the measurement period.

In determining the number of service hours provided by variable hour employees during the measurement period the City shall average the hours of service per week during the measurement period excluding the special unpaid leave period. If the average number of hours of service equal or exceed thirty hours, then the City will provide health insurance and pay the associated premiums during the stability period.

8.1.6 If the City hires an employee that has previously provided hours of service to the City these employees shall be classified as either newly hired employees or as a continuing employee. An employee that is re-hired after twenty six (26) consecutive weeks or more of not working for the City is considered a newly hired employee. An employee that is re-hired after less than twenty six (26) consecutive weeks is considered a continuing employee.

Newly hired employees shall not receive credit for hours of service previously worked for the City.

Continuing employees shall receive credit toward the applicable measurement period for hours of service both prior to the break in employment and after the break in employment.

8.2 Health Insurance Coverage.

8.2.1 In compliance with State and Federal Law, the City shall determine during its annual budget process the percentage of health care premiums it will pay for employees and dependents. Elected officials will pay the entire premium for health coverage. Employees may elect to opt out of the City's health insurance plan as long as they can provide proof that they are insured by another policy and they opt out in compliance with the policies established by the City's health insurance provider.

8.3 COBRA.

8.3.1 Cedar City Corporation complies with the Health Insurance Coverage Act (1985) of the Comprehensive Omnibus Budget Reconciliation Account (COBRA).

8.4 Employee Retirement System.

8.4.1 The City participates in the Utah Retirement System (URS). The City pays the contribution amounts as determined by the URS. The URS provides a number of benefits to the employee, including an employee contribution 401(k) option. Because of complexities of the plan, employees should refer to the informational handbook regarding any questions concerning the plan.

8.5 Social Security (FICA).

8.5.1 All paid employees of the City contribute to the Social Security program as administered by the Federal Government. Social Security is a system of retirement benefits based on equal employer and employee contributions to public insurance reserves.

8.6 Workers Compensation.

8.6.1 Cedar City Corporation operates under the provisions of the State of Utah Workers' Compensation Act which provides that, "any employee injured, or the dependents of any employee, killed during the course of his/her duty shall receive compensation for loss sustained on account of such injury or death, and for medical, nurse and hospital services, medicines and funeral expenses...."

8.6.2 The size of the awards and the conditions connected with these claims are contained in the State Laws covering Worker's Compensation. Any injury occurring on the job must be reported to the Department Head immediately and forms prescribed by the State Industrial Commission must be completed and submitted to the Human Resources Specialist within three (3) days of injury.

8.6.3 See Section 8.12 governing benefits used in conjunction with ~~sick~~ medical leave.

8.7 Long Term Disability.

8.7.1 The City provides long term disability to employees who are disabled ninety (90) days or more. All cases are reviewed and determined by provider.

8.8 Holidays.

8.8.1 The following days have been designated by the City to be paid holidays:

New Years Day	January 1st
Civil Rights Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	3rd Monday in June
Independence Day	July 4th
Pioneer Day	July 24th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Thanksgiving Day-after	4th Friday in November
Christmas Day	December 25th

When a holiday falls on a Saturday, it shall be observed on the preceding work day. When it falls on a Sunday, it shall be observed on the following work day.

Amended by Cedar City Resolution No. 22-0622

8.8.2 Holiday Bucket

If an employee is scheduled to work on a City paid holiday, they will be given 8 hours of time in a holiday bucket to use on another day during the fiscal year (July 1st-June 30th). Holiday time is in lieu of monetary compensation and banked hours will not count towards overtime. At the end of the fiscal year (June 30th) only 16 hours will be allowed to be carried over for 90 days. All other accumulated time in the bank will be lost. If the 16 hours carried over hasn't been used in 90 days it will be lost.

Amended by Cedar City Resolution No. 25-0326-1

8.9 Recreation Passes.

8.9.1 Benefited full time employees their spouses and insurance eligible dependents, active volunteer fire fighters, and active volunteer in police Service (VIPS) are entitled to an Aquatic Center pass, a golf course pass, and an open riding (Cross Hollow Event Center) pass. The City shall make available to a retired employee who has worked as a full-time employee for Cedar City at least ten (10) years is URS eligible and in good standing the same passes for five years following their retirement date.

Amended by Cedar City Ordinance No. 0608-2016, 21-1208

8.9.2 Part-time, seasonal, & variable hour employees shall receive a 50% discount on a daily single admission to the Aquatic Center and Cross Hollow Event Center and green fees at the golf course. No discount shall extend to, part time, seasonal, or variable hour employees if they are not currently working for Cedar City.

Enacted by Cedar City Ordinance No. 0608-2016 and 25-0326-1

8.10 EMPLOYEE APPRECIATION PROGRAM

8.10.1 Purpose:

The purpose of this policy is to set forth procedures for the purchase and distribution of employee appreciation awards. Employee appreciation awards are set up to benefit employees that excel in their job duties and interaction with coworkers and the general public. This policy is established to 1) ensure the transparent use of public funds, 2) to ensure compliance with the City's tax withholding and reporting obligations, and 3) to maintain reasonable internal controls.

8.10.2 Responsibility:

The responsibility for compliance of this policy rests with Employees, Department Heads, the Finance Department, and Human Resources.

8.10.3 Policy and Procedures:

1. A Department Head may only use the Employee Appreciation line item in the department's budget to fund employee appreciation awards.

2. Cash and cash-equivalent awards are always taxable as wages.

3. Non-cash awards and prizes are taxable as wages, except as excluded by the IRS.

4. City awards and prizes are limited to:
    a. at the Mayor's discretion, City offices may close early on Christmas Eve and New Year's Eve,
    b. gift cards or gift certificates,
    c. luncheons, summer party, golf,
    d. job performance recognition awards,
    e. paid time off when no back filling or overtime is required and the cost is covered by the department's existing budget,
    f. one (1) floating day off to be determined by the Department Head when no back filling or overtime is required and the cost is covered by the department's existing budget,
    g. length of service awards,
    h. safety achievement awards, and
    i. infrequent non-cash or cash equivalent awards limited to:
        gifts for holidays, birthdays, plaques or similar items for special occasions not to exceed $150.00,
    j. flowers for a birth, death, or serious medical condition, not to exceed $200.

k. a retirement plaque or gift for employees with 20 or more years of service, not to exceed $1000, unless purchased by the employee at fair market value, the gift or a badge, firearm, helmet, or other memento is part of the gift value calculation.

8.10.4 Gift Cards to Employees:

1. When gift cards are used as employee appreciation awards, the Gift Card Disbursement Log must be completed to properly record and track each gift.

2. Any gift card purchased with City funds and given to an employee will be considered taxable income to the employee and added to their W-2 during the calendar year the gift card was received. There is no minimum dollar amount for this rule. It is the responsibility of the person distributing the gift card to the employee to complete the Gift Card Disbursement Log and notify the Payroll Department in writing of any gift cards given to an employee.

3. Gift cards presented to non-employees for exemplary service may never exceed an accumulated annual amount determined by the IRS to be taxable and reportable income. This amount is currently set by the IRS at $600. The City will track all compensation received by such individuals. It is the responsibility of the Department Head distributing the gift cards to complete the Gift Card Disbursement Log.

4. Gift cards may only be purchased via P-card or Purchase Order Request through Accounts Payable. The receipt must be attached to the purchase transaction for P-card purchases.

5. The Department Head awarding the gift card will be responsible for filling out a Gift Card Disbursement Log. The log is required to record the disbursement of all gift cards purchased. The Gift Card Disbursement Log will require the Department Head to collect the following information from the gift card recipient:
    a. name,
    b. recipient Status (Employee, Non-Employee, other),
    c. amount of gift card awarded, and
    d. recipient signature.

6. The department will need to be able to reconcile all gift cards purchased with the Gift Card Disbursement Log. The individual filling out the log should sign at the bottom. At the end of each month, an electronic copy must be sent to the City Treasurer for reconciliation.

7. Gift cards must always be kept under lock and key to ensure proper physical security and to protect from theft and loss. Access to the gift cards and keys to lock the areas should be limited to the Department Head for safekeeping of the gift cards. Any inventory of gift cards on hand and accompanying records will be subject to unannounced spot audits.

Added by Cedar City Resolution #21-0714-2

8.11 Annual Leave.

8.11.1 Benefited full-time employees will be eligible to accrue leave contingent on either working or utilizing accrued leave for the entire bi-weekly pay period or will be prorated based upon hours of service unless they have reached their cap see section 8.11.4. Employee's supplementing workers compensation pay will still be eligible for full bi-weekly leave accruals. City paid holidays, bereavement leave, required jury duty, and military service leave will be considered working time. Leave is not earned in pay periods during which unpaid leave, long term disability leave, or workers compensation are taken.

Annual leave is accrued upon the following schedule:

Service Time	~~Hours per Year~~Accrual Schedule
Upon Hire	40 hours(~~will not be paid out if employee does not successfully complete probation~~)
6 months thru 1 year	88 hours
1 year thru end of year 5	128 hours
6 years thru end of year 10	152 hours
11 plus years	176 hours

Amended by Ordinance 0909-15, 18-0214-2, 20-0527, 21-1208, and 23-0323-1.

8.11.2 Annual leave is accrued upon the following schedule for fire fighters working under section 7(k) of the FLSA fighters

Upon Hire	53 hours
6 months thru 1 year	116.6 hours
1 year thru end of year 5	169.6 hours

6 years thru end of year 10	201.4 hours
11 plus years	233.2 hours

8.11.3 As used in this section, "Service Time" shall mean the length of the employee's ~~present~~ employment with the city as a benefited employee and ~~does not~~ includes periods of previous employment with the City that were terminated voluntarily or involuntarily~~, except~~ in cases of reduction in force.

Amended by Ordinance 0909-15

8.11.4 Annual Leave is intended to benefit the employee, and employees are encouraged to take annual leave. ~~in the year in which it is earned~~. ~~An~~ Eemployees earn annual leave according to the annual leave schedule. Employees may carry 40 hours over their applicable leave schedule. Once the maximum is reached no additional annual leave will accrue until the employee's balance drops below the limit. Any annual leave that is forfeited because of the cap shall have no cash value and will not be retroactive. ~~"carry over" into the following calendar year the amount of annual leave that he/she earns in one year plus forty (40) hours. Any accumulated annual leave in excess of yearly earned plus forty (40) hours will be lost at the end of the calendar year.~~

8.11.5 Annual Leave will be scheduled with the Department Head so as to meet the operating requirements of the City and, insofar as possible, the preference of the employees.

8.11.6 An authorized City holiday shall not constitute a day of annual leave.

8.11.7 ~~40 hours of annual leave will be given upon hire.~~. If an employee terminates employment for any reason within the first ~~6 months or does not successfully complete probation~~ five (5) years any unused annual leave will not be paid out. ~~Annual leave shall~~ ~~accrue~~ 40 hours of annual leave will be given upon hire, and annual leave will start accruing ~~from~~ the date the employee successfully completes probation or at six (6) months from hire for police officers required to attend the academy, at the appropriate number of hours per pay period.

Updated by resolution 17-0111-01, 21-1208

8.11.8 Annual leave may be taken in quarter (1/4) hour increments by non-exempt employees. Exempt employees shall take annual leave in 8 hour increments.

Updated by resolution 23-0322-1 and 25-0813-1.

8.12 ~~Sick~~ Medical Leave.

8.12.1 Medical leave is given to all benefit-eligible employees as insurance against loss of income when the employee is unable to perform their job because of their or a family member's illness, injury, mental health condition, maternity or other deemed medical reason.

For purposes of this section of the policy the term "family member" shall include spouse, child, parent, or other dependent of the employee.

~~48 hours will be given upon hire to all benefited employees and 63.57 hours for fire fighters working under section 7(k) of the FLSA, as insurance against loss of income when the employee is unable to perform his/her work because of the illness or injury of the employee the or for the emergency care of ill or injured spouse, child, parent or other dependents of the employee~~.

Amended by Ordinance 0909-15 and 21-1208

8.12.2 Leave shall accrue at the rate of 3.69 hours a pay period for regular-full time employees who successfully complete probation. Leave shall accrue at the rate of 4.89 hours a pay period for fire fighters working under section 7(k) of the FLSA. after successfully complete probation. Holidays which fall on a regular working day within a period when ~~sick~~ medical leave is being taken shall be credited as a holiday and not as a ~~sick~~ medical day.

48 hours medical leave will be given upon hire to all benefited employees and 63.57 hours for fire fighters working under section 7(k) of the FLSA

Amended by Ordinance 0909-15, 18-0214-2, 21-1208.

8.12.3 ~~Sick leave shall accrue bi-weekly for regular full-time employees and shall be available to eligible employees.~~ An employee who has a medical reason and is ~~ill~~

~~or injured and~~ unable to attend work shall notify his/her supervisor prior to the work shift, or as soon as reasonably practicable. Abuse of medical leave may result in major discipline under Chapter 9 section 9.2.1 W.

Amended by Resolution 21-1208

8.12.4 Any application for ~~sick~~ medical leave to cover absence which exceeds three (3) successive working days may be required to be supported by a medical certificate. ~~Abuse of sick leave privileges may be considered grounds for discipline~~

8.12.5 If an employee is injured on the job and is receiving workers compensation benefits, ~~sick~~ medical leave may be used to supplement the workers compensation amount so that the salary will be the same as when working. After accumulated ~~sick~~ medical leave is exhausted, accumulated annual leave and compensatory time may be used by the employee similarly as explained above. If an employee's accumulated ~~sick~~ medical leave, annual leave, and compensatory time have been exhausted, and he/she is, for medical reasons, unable to return to duty, the City Council may review the circumstances and take whatever action the City Council deems advisable.

8.12.6 The City may grant up to full restoration of ~~sick~~ medical leave time to an employee who is injured in the performance of his/her duties as a result of an assault by another party with a dangerous weapon, a high-speed chase of a motorist or felon, while effecting an arrest of a combative or resistant subject or an assault under riot conditions. Claims for restoration shall be evaluated by the City Council after receiving recommendation from the City Manager.

8.12.7 The City may grant up to full restoration of ~~sick~~ medical leave to a regular full-time who is injured when he/she is acting in the performance of his/her duties and when there is no negligence on the part of the employee. Claims for restoration shall be evaluated by the City Council after receiving recommendation from the City Manager.

Amended by Cedar City resolution 25-0326-1

8.12.8 An employee who has been absent from duty because of injury must provide a certification of fitness from a physician before being allowed to return to duty.

8.12.9 There shall be ~~no~~ a 600-hour limit on ~~sick~~ medical leave accrual for regular full-time employees and a 795-hour limit for fire fighters working under section 7(k) of the FLSA. Employees hired before January 1, 2027, with a balance above 600 or 795 for fire fighters working under section 7(k) of the FLSA. on January 1, 2027will be grandfathered and have an unlimited accrual.

~~Sick~~ Medical leave may be taken in quarter (1/4) hour increments. Exempt employees shall take ~~sick~~ medical leave in 8-hour increments.

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8.12.10 During the month of ~~November~~ October each year, ~~the payroll clerk shall calculate the sick leave used versus the sick leave earned during the previous twelve-month period for~~ each regular fulltime employee who has accrued 480 hours may request a payout of 24 hours and fire fighter working under section 7(k) of the FLSA who has accrued 636 hours of medical ~~sick~~ leave if they have used less than 50 percent of their earned medical leave for the calendar year. ~~Each employee may be paid twenty-five (25) percent of his/her unused sick leave for that period upon request of the employee. Remuneration shall be made in the first regular pay period in the month of December. The twenty-five (25) percent of the unused sick leave shall be deducted from the balance of the employee's total accrued~~. ~~Sick~~ medical leave sold back shall be lost. There shall be no buy-back at termination from employment.

Amended by Cedar City Resolution No. 18-0214-2 and 23-0322-1.

8.12.11 If an employee, due to long-term illness or injury, or needs to care for a family member with a long-term illness or injury uses all accrued sick medical leave, the department head may authorize the employee to request a donation of ~~sick~~ medical leave from other city employees. The donation amount is eight (8) hours and is not counted as used ~~sick~~ medical leave for buy-back purposes. Each pay period the receiving employee must use all their accrued leave before being eligible to draw from the donation bank. If the receiving employee does not use the amount donated after one (1) year the entire remaining donated amount will be calculated and divided by the number of employees making the original donation. Each employee making the original donation shall have an equal amount of ~~sick~~ medical leave returned to them.

Amended by Cedar City Resolution No. 14-0827-1 and 22-0608.

8.13 Administrative Leave.

8.13.1 Administrative leave may be used by the City in extraordinary circumstances only. It may be utilized in situations where it is deemed necessary to remove an employee from his/her duties due to potential health and/or safety risk to: (1) the employee; (2) the public; and/or (3) co-workers. Administrative leave may be utilized for definite periods of time only. Administrative leave shall be administered by the Department Head with concurrence of the City Manager and Mayor.

Amended by Cedar City Resolution No. 18-0214-2.

8.14 Bereavement Leave

8.14.1 A benefited full-time employee may, upon the approval of the Department Head, be granted leave with pay to attend to the death of immediate family member. The amount of time granted will be governed by the individual circumstances, but will normally be 8 hours and shall not exceed 24 hours. For purposes of this section, immediate family members shall include parents, grandparents, spouse, children, grandchildren and siblings (including in-laws) or other dependent of the employee.

A benefited full-time employee (mother and father) shall be granted 24 hours leave if they experience a miscarriage or stillbirth.

Amended by Cedar City Resolution No. 18-0214-2, 21-0714-2, 21-1208, 23-0322-1 and 25-0813-1.

8.15 Jury and Court Leave.

8.15.1 A regular employee who is summoned to serve on a jury, or required by subpoena to appear as a witness, shall be granted leave and entitled his/her regular pay and compensation. Time absent by reason of subpoena in private litigation or by some party other than the Federal Government, the State of Utah or a political subdivision thereof, to testify not in official capacity but as an individual, shall be taken as annual leave.

Amended by Cedar City Resolution No. 18-0214-2.

8.16 Military Leave.

8.16.1 It is the policy of Cedar City Corporation to comply with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA).

8.16.2 A regular employee who is a member of the organized reserve of the United States armed forces, including the National Guard shall be granted leave with compensation for workdays lost while on active duty for the purpose of the annual encampment, field competitions or other required duties in connection with reserve training and instruction.

Paid military leave shall not exceed 80 hours in any one calendar year. An employee who is entitled to a leave of absence under this provision shall on receipt of their orders promptly provide a copy of the relevant non-restricted portion of such orders to their supervisor and Human Resources.

Amended by Cedar City Resolution No. 21-0825

8.17 Leave of Absence.

8.17.1 A leave of absence without pay may be granted for a period not to exceed one (1) year to regular full-time employees because of illness, for educational purposes, that are mutually advantageous to the City and the employee; or and for other reasons deemed appropriate by the City. Such leave shall not be regarded as an acquired right by employees and shall be granted only when the City's service will not be adversely affected thereby. A request for leave shall be made in writing and, if approved by the City Manager and City Council, shall be placed in the employee's file. Leave granted to an employee who accepts regular or full-time employment outside the City's service shall be subject to the approval of the City Manager and City Council and shall be denied unless the request thereof is accompanied by satisfactory proof that such employment is temporary and that the experience gained thereby will be for the betterment of the City's service.

8.17.2 A leave of absence without pay granted to an employee may be terminated prior to the expiration date thereof with the consent of the City Manager and City Council. Failure of an employee to report for duty promptly at the expiration of his/her leave or violation of an agreement or understanding entered into by him/her relative thereto shall be just cause for discharge.

8.17.3 The City will not pay for City insurance coverage for an employee on a leave of absence. An employee who wants to retain his/her City insurance coverage while on a leave of absence will be required to pay the insurance premium.

8.18 Family and Medical Leave Act (FMLA).

8.18.1 Regular full-time employees are entitled to 12 unpaid "work-weeks" of leave during any calendar year for one or more of the following conditions:

A. The birth or adoption of a child;

B. To care for a spouse, son, daughter, or parent with serious health condition; or

C. Because a serious health condition makes the employee unable to perform any of the essential functions of his or her job.

8.18.2 Said leave may be taken intermittently. The City may require an employee to use any accrued vacation as part of FMLA leave. Employees have a right under FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a rolling 12-month period measured backward from the date of any FMLA leave usage. If an employee takes leave for a condition covered under this policy for ten (10) or more consecutive workdays the supervisor with the cooperation of human resources shall require the employee to use FMLA leave.

8.18.3 Provisions applicable to local governments concerning FMLA as established by The Department of Labor shall be used as guidelines by the City.

Amended by Cedar City Resolution No. 13-0522, 14-0827-1, 19-0731-1, and 25-0813-1

8.19 Employee Mental Health Benefit

8.19.1 Cedar City recognizes that work conditions may have an impact on employee mental health. While this is more prevalent in the City's public safety departments, work related mental health issues are a possibility in all City

operations. Work related mental health issues may have an impact on employees and their family members even after they leave employment with Cedar City. This policy is intended to provide short term mental health resources/counseling to existing employees, their family members and retired employees where the workplace is a causal factor in the need for mental health services.

8.19. 2 Cedar City shall provide or make available mental health resources (mental health resources generally means eight to ten counseling sessions with a licensed mental health provider) to:

A. All employees;

B. The spouse and insurance eligible dependents of employees;

C. Surviving spouses of employees whose death is classified as a line-of-duty death under Title 49, Utah State Retirement and Insurance Benefit Act;

D. Retired employees for at least three years from the date the retired employee requests mental health resources. Retired for the purpose of this section means the status of an individual who has become eligible, applies for, and may receive an allowance under Title 49, Utah State Retirement and Insurance Benefit Act;

E. Separated employees for at least three years from the date the separated employee requests mental health resources. Separated for the purpose of this section means the status of an individual who has separated from employment as a employee from Cedar City as a result of a critical incident involving the employee; and

F. Spouses and insurance eligible dependents of retired or separated employees for at least three years from the date that the spouse or insurance eligible dependents of the retired or separated employee requests mental health resources.

8.19.3 All employee's, spouses, and insurance eligible shall have access to the employee assistance program (EAP) for mental health resources.

All employees involved in a situation which may result in a need for mental health resources shall file a worker compensation claim according to policy (See section 8.6 workers compensation).

8.19.4 All retired and separated employees, spouse and insurance eligible dependents shall have access to mental health resources for at least three years from the date of the first request for resources.

8.19.5 All access by employees and their families to mental health resources shall be kept confidential.

8.19.6 In circumstances where additional resources may be needed and upon recommendation of a licensed mental health provider, Cedar City may provide additional resources if agreed to by the relevant department head and the City Manager.

CHAPTER 9 – CORRECTIVE COUNSELING AND DISCIPLINARY-PROCEDURES

9.1 Discipline Policy.

9.1.1 It is the policy of Cedar City to use positive measures in encouraging excellent work performance and behavior, and to use a process of corrective counseling and/or progressive discipline to minimize and/or resolve employee performance or behavioral problems before more serious actions must be taken.

9.1.2 For corrective counseling or discipline to be effective, it must be presented to the employee soon after the improper action occurred. The goal of the process is to: (1) give employees the opportunity to improve by identifying what specific actions they must take in order to meet performance and behavior standards; and (2) ensure that procedures and best practices are applied uniformly and consistently, in accordance with City policies, ordinances and work rules.

9.1.3 Supervisors and employees should work together to carry out the goals and responsibilities of their department and the City. It is the responsibility of all employees to observe regulations necessary for the proper operation of City government functions. The Supervisor is responsible for the activities of his/her work group. When appropriate Supervisors are encouraged to use corrective counseling prior to disciplinary action.

9.2 Grounds for Discipline.

9.2.1 ACTIONS WHICH MAY RESULT IN DISCIPLINE INCLUDE, BUT ARE NOT LIMITED TO:

A. Any conduct which reflects negatively on the character of the employee or the City.

B. Failure to meet reasonable work performance standards and requirements.

C. Insubordination by refusing a superior's lawful order, verbal abuse of a superior or unwillingness to submit to proper authority.

D. Willful or negligent disobedience of any law, ordinance, City rule, departmental regulation or policy.

E. Indulging in offensive conduct or using offensive language toward an individual.

F. Commission of criminal conduct, including conviction of a misdemeanor or felony while a City employee.

G. Deliberate or careless conduct endangering the safety of the public or other employees.

H. Inducing or attempting to induce any City employee to commit an unlawful act in violation of City regulations, official policy or departmental orders.

I. Using, threatening or attempting to use personal or political influence in an effort to secure special consideration as a City employee.

J. Incompetency and inefficiency in the performance of job duties resulting in two (2) consecutive unsatisfactory ratings on performance evaluations.

K. Carelessness or negligence with City monies or property.

L. Theft or intentional destruction of City property.

M. Intentional falsification of personal records, time reports or other City records.

N. Possession, used and/or being under the influence of alcoholic beverages or illegal drugs while on duty and/or using City equipment.

O. Sleeping on duty unless authorized by a Department Head.

P. Excessive absenteeism and/or tardiness.

Q. Horseplay and related kinds of activities which create safety hazards.

R. Disregard or violating a defined safety rule or practice.

S. Smoking in posted or unauthorized areas.

T. Failure to report to work without notifying the Department Head or his/her agent, unless it is impossible to give such notice.

U. Inattentiveness to work, failing to start work at the designated time, quitting early or leaving the work premises without authorization.

V. Vending, soliciting or collecting contributions on the City's time or premises without proper authorization.

W. Abuse of ~~sick~~ medical leave privileges. ~~.~~ may result in major discipline including but not limited to suspension, demotion, or termination.

X. Harassment or illegal discrimination in the work place.

Y. Failure to report any injury or accident.

Z. Fighting or attempting to provoke a fight on City premises.

AA. Threatening, intimidating or assaulting a supervisor or other employees.

BB. Unauthorized removal, falsification or alteration of City records or intentional release of confidential information.

Amended by Resolution Number 13-1023-1

9.3 Process of Progressive Discipline.

9.3.1 The following outline describes the progressive discipline process, beginning with the verbal warning and progressing through alternative actions that increase in severity if the problem persists. The choice of alternative disciplinary actions will vary in accordance with the severity of the performance or behavior problem, and will not necessarily follow the sequence as outlined herein.

9.4 Verbal Warnings.

9.4.1 Whenever grounds for disciplinary action exist, and the supervisor determines that more severe action is not required, the supervisor should verbally communicate to the employee the observed deficiency and the corrective action which must be taken. Sufficient time for improvement should be given before more formal disciplinary action is taken. Record of the verbal warning shall be placed in the employee's personnel file.

9.5 Written Reprimand.

9.5.1 If the verbal warning fails to produce the desired results, the supervisor will provide a written reprimand to the employee. Such reprimand should be addressed to the employee and a signed copy should be provided to the City Manager or designee and Human Resources for inclusion in the employee's personnel file.

9.5.2 It is the responsibility of the supervisor to insure that the written reprimand:

A. Identify what occurred to warrant disciplinary action (including date(s) and time(s));

B. Identify what City policy, ordinance, or work rule has been violated;

C. Identify what prior action has been taken with employee;

D. Identify what the employee is directed to do to correct the situation, establishing goals and timetables for improvement performance/behavior; and

E. Inform the employee that failure to improve will result in more serious disciplinary action.

9.5.3 Warnings and reprimands may be removed from an employee's file, as determined by the Department Head with concurrence of the City Manager or designee and consultation with Human Resources, after a period of two (2) years. It is the responsibility of the employee to request the file be purged.

9.5.4 Probation. An employee may be placed on probation as an additional disciplinary action. Typically probation would be accompanied by a written reprimand which would outline: deficiencies in behavior and/or performance; corrective action to be taken; and, a time certain when an evaluation with feedback would be provided. During probation, an employee would not be eligible for a merit increase. At the end of probation, if actions have been corrected by the employee, a merit increase may be given.

9.6 Suspension.

9.6 A Department Head, in consultation with the City Attorney and Human Resources with the concurrence of the City Manager or designee may suspend without pay an employee for up to, but not exceeding, two (2) days as a disciplinary measure. A disciplinary form shall be used to document the incident and be provided to Human Resources for inclusion in the employee's personnel file.

9.6.1 A disciplinary measure more than two (2) days is a major disciplinary action. A Department Head, in consultation with the City Attorney and Human Resources with the concurrence of the City Manager or designee may suspend without pay a fulltime employee for up to, but not exceeding, fifteen (15) calendar days as a disciplinary measure. As an alternative to complete suspension from duties without pay, the employee may continue to perform his/her duties, but a temporary reduction in pay may be imposed. (See Procedure for Major Disciplinary Action.)

9.6.2 An employee may be placed on administrative leave with concurrence of the City Manager or designee and Mayor (see Administrative Leave Chapter 8.13when a serious violation has occurred and it is considered in the best interest of the City until appropriate action is taken.

9.6.3 Upon request of the employee, the record of a suspension will be expunged upon sustained corrected behavior for a period of three (3) years, as determined by the Department Head with concurrence of the City Manager or designee and consultation with Human Resources

9.7 Demotion.

9.7.1 This is a major disciplinary action. Demotion is the removal of an employee from his/her present position to a lower classification. A Department Head may, in consultation with The City Attorney and Human Resources and the concurrence of the City Manager or designee, demote or reduce in salary any permanent employee for disciplinary reasons. (See Procedure for Major Disciplinary Action.)

9.7.2 A record of demotion shall be provided to Human Resources and remain permanently in the employee's personnel file.

9.8 Termination.

9.8.1 This is a major disciplinary action. Termination is the permanent removal of an employee from employment service, for cause. The employee may be subject to dismissal by the Department Head with consultation with the City Attorney and Human Resources and the concurrence of the City Manager or designee. (See Procedure for Major Disciplinary Action.) A copy of the Notice of Intent to Terminate shall be sent to the City Council.

Amended by Resolution No. 11-0309-1.

9.8.2 The employee may elect to resign in lieu of discharge, however the City retains the right to refuse the resignation.

9.8.3 A record of the discharge shall remain permanently in the employee's personnel file.

9.9 Procedure for Major Disciplinary Actions.

9.9.1 This procedure applies to all employees except part-time hourly (temporary), seasonal, probationary or contract employees.

9.9.2 Prior to a major disciplinary action, a predetermination hearing will be conducted which requires:

A. Written notice of the charges against the employee;

B. An explanation of the employer's evidence against the employee; and

C. An opportunity for the employee to prepare and present his/her side of the situation. The hearing shall be conducted by the Department Head and a written record shall be provided to the City Manager or designee and Human Resources for inclusion in the employee's personnel file.

9.9.3 If, after the hearing, the decision is still made to suspend, demote or dismiss, the employee will receive written notice including:

A. Notice of the proposed disciplinary action;

B. Date(s) disciplinary action will be effective;

C. Reasons for the disciplinary action and the specific grounds and facts upon which the action is taken; and

D. A reasonable time limit in which an employee may appeal the decision.

9.9.4 A written record of all proceedings shall be maintained in the employee's personnel file. Any employee desiring to review his/her personnel records must make written request to the City Recorder. All written requests shall be handled in accordance with Cedar City Ordinance, Chapter 1A.

9.9.5 Any regular employee subject to a major disciplinary action may appeal.

Amended by Ordinance 0924-25

CEDAR CITY COUNCIL
AGENDA ITEMS - #13
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: October 5, 2026

SUBJECT: Irrigation Ditch in Canyon Park

There is an irrigation ditch that runs through Canyon Park. This ditch is owned by South and West Field Irrigation Company and is used to distribute irrigation water into their system during the spring, summer, and fall months. A couple of years ago the ditch was modified as part of some overall park improvements sponsored by the Cedar City Rotary Club. The ditch which was historically rustic and relatively unimproved was reconstructed with concrete and some educational/play features. The water running through the ditch is untreated water taken from Coal Creek and it leaves a residue on the concrete surface. There have been a number of slip and fall incidents. Some time ago the City Council asked staff to put together cost estimates for a project that would remove the concrete improvements and re-establish the ditch in the condition it once was prior to the recent improvements. Below are two estimates. One estimate has the entire removal and reconstruction bid out to a third-party contractor, and one has the City's crews doing the demolition and a third-party contractor doing the re-construction. This information is intended to spur discussion about the future of the ditch. If you have any questions, please ask. Thank you.

Entire project bid out to a third-party contractor.

Cost Estimates – Concrete Irrigation Ditch modifications

	Remove Concrete Ditch and replace with Riprap	Remove Concrete Ditch and replace with Grouted Riprap	Remove Concrete Ditch and replace with a Pipe	Sandblast the existing concrete surface
Modify the Full Length of the Concrete Ditch (approx. 570 feet)	$183,864	$227,328	$215,552	$9,483
Keep the weir area, but modify the rest of the Concrete Ditch (approx. 510 feet)	$149,469	$184,550	$172,519	$7,654

City Crews doing the demolition.

Cost Estimates – Concrete Irrigation Ditch modifications – v2

	City Crews Remove Concrete Ditch and Contractor replaces with Riprap	City Crews Remove Concrete Ditch and Contractor replaces with Grouted Riprap	City Crews Remove Concrete Ditch and Contractor replaces with a Pipe
Modify the Full Length of the Concrete Ditch (approx. 570 feet)	$115,952	$159,416	$147,640
Keep the weir area, but modify the rest of the Concrete Ditch (approx. 510 feet)	$94,654	$129,736	$117,705