



Cedar City

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

CITY COUNCIL WORK MEETING
MAY 20, 2015
5:30 P.M.

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider single event permits for (1) Fire Road held June 26th & 27th; and (2) July Jamboree held July 11th – Mark Baruffi
 2. Consider vicinity plan for the Windmill Plaza Commercial Subdivision – Kit Wareham/Windmill Plaza LLC
 3. Public Hearing to consider a zone change from AT to R-1 on property located in the vicinity of 200 South 3325 West – Paul Bittmenn/Platt & Platt Engineering
 4. Consider accepting a road dedication on property located in the vicinity of 200 South 3325 West – Paul Bittmenn/Platt & Platt Engineering

Staff

5. Consider sewer repair blanket contract – Darrell Olmsted
6. Consider grant contract for UDOT funds – Tammy Nay
7. Consider annual blanket contracts for: street light maintenance, pavement marking, small concrete projects, installed asphalt, street materials supply, crack sealant/asphalt chip seal oil materials supply, chip seal asphalt/oil applicator, asphalt street crack seal project, tree trimming, and towing – Jeff Hunter
8. Consider a resolution amending the fee schedule to include Park reservation fees – Austin Bingham
9. Consider an agreement with the State of Utah Department of Natural Resources for the delayed payment of impact fees for its facility located in the vicinity of 646 North Main Street - Paul Bittmenn and Kit Wareham
10. Consider disposal of City Property – Mike Phillips

Administration
586-2953

Building and Zoning
865-5117

Economic Development
586-2770

City Engineer
586-2963

Leisure Services
865-9223

Public Works
586-2912

11. Revision of the 2014-2015 Fiscal Year Budget – Jason Norris
12. Salary Survey Presentation – Mike Swallow

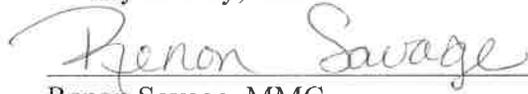
Dated this 4th day of May, 2015.



Renon Savage, MMC
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 4th day of May, 2015.



Renon Savage, MMC
City Recorder

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

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

CEDAR CITY CORPORATION

SINGLE EVENT PERMIT APPLICATION

APPLICANT: Please spell out the information requested below. A \$50.00 fee is due and payable at the time of submitting the application. (Said fee is refundable if a permit is not granted.)

SECTION I

NAME: MARK BAZOFF

ADDRESS: 1481 Southern View Dr.

PHONE NUMBER: 702-413-9989 NAME OF ENTITY: Centro Pizzeria

PURPOSE OF ENTITY: Foodservice

TYPE OF EVENT: Free Road Bike Race

CASH OR SURETY BOND FOR \$1,000 _____

TIME AND DATE OF EVENT: JUNE 26TH, 27TH

NATURE AND PURPOSE OF EVENT: INTERNATIONAL BIKE RACE

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

(A) THE AREA IN WHICH THE APPLICANT PROPOSES THAT BEER BE STORED:

REFRIGERATED TRAILER

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT BEER BE SOLD

OR SERVED: 200 W. AVENUE FROM LINDS MARKET;
SAME AS LAST YEAR

(C) THE AREA IN WHICH THE APPLICANT PROPOSES THAT THE BEER BE

ALLOWED TO BE CONSUMED: 210' x 100' FENCED AREA

SECTION III

WE HEREBY CONSENT TO CITY OFFICIALS HAVING THE UNRESTRICTED RIGHT TO ENTER THE PREMISES TO ENTER THE EVENT FOR PURPOSES OF ENFORCEMENT.

DATE: 5-6-15

SIGNATURE:

[Signature]

APPLICANT

I HEREBY VERIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF SAID ASSOCIATION OR ORGANIZATION.

DATED this 6 day of MAY, 20 15.

APPLICANT:

[Signature]

Its: OWNER

THIS SECTION IS TO BE FILLED OUT BY CITY

APPLICATION HAS BEEN REVIEWED BY THE CEDAR CITY POLICE DEPARTMENT, AND ITS RECOMMENDATION IS AS FOLLOWS: _____

DATE: _____

SIGNATURE:

COUNCIL APPROVAL _____

CEDAR CITY CORPORATION

SINGLE EVENT PERMIT APPLICATION

APPLICANT: Please spell out the information requested below. A \$50.00 fee is due and payable at the time of submitting the application. (Said fee is refundable if a permit is not granted.)

SECTION I

NAME: MARZ BARFR.

ADDRESS: 1481 SOUTHERN VIEW DR.

PHONE NUMBER: 702-413-8888 NAME OF ENTITY: GENUINO RZBEERIA

PURPOSE OF ENTITY: FOOD SERVICE

TYPE OF EVENT: JULY JANSBOREE CAR SHOW

CASH OR SURETY BOND FOR \$1,000 _____

TIME AND DATE OF EVENT: JULY 11TH

NATURE AND PURPOSE OF EVENT: CAR SHOW

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

(A) THE AREA IN WHICH THE APPLICANT PROPOSES THAT BEER BE STORED:

REFRIGERATED TREATOR

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT BEER BE SOLD

OR SERVED: PARKING LOT ADJACENT GREAT HARVEST BREWERY
(SAME AS LAST YEAR)

(C) THE AREA IN WHICH THE APPLICANT PROPOSES THAT THE BEER BE

ALLOWED TO BE CONSUMED: 40' x 100' FENCED AREA

SECTION III

WE HEREBY CONSENT TO CITY OFFICIALS HAVING THE UNRESTRICTED RIGHT TO ENTER THE PREMISES TO ENTER THE EVENT FOR PURPOSES OF ENFORCEMENT.

DATE: 5-6-15

SIGNATURE:

[Handwritten Signature]

APPLICANT

I HEREBY VERIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF SAID ASSOCIATION OR ORGANIZATION.

DATED this 5 day of May, 2015.

APPLICANT:

[Handwritten Signature]

Its: OWNER

THIS SECTION IS TO BE FILLED OUT BY CITY

APPLICATION HAS BEEN REVIEWED BY THE CEDAR CITY POLICE DEPARTMENT, AND ITS RECOMMENDATION IS AS FOLLOWS: _____

DATE: _____

SIGNATURE: _____

COUNCIL APPROVAL _____

**CEDAR CITY
COUNCIL AGENDA ITEM 2
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: May 20, 2015

SUBJECT: Consider Vicinity Plan for the **Windmill Plaza Commercial** Subdivision

Discussion: The subject subdivision vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the subdivision's vicinity plan. As required in the City's subdivision ordinance once the Planning Commission recommends a subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject subdivision:

Developer-	Windmill Plaza LLC
Subd. General Location-	2050 South Main Street (South of Comfort Inn)
Area Land Use Zone-	Central Commercial
Number of Lots-	5
Lot Size Range-	1.06 acres to 2.1 acres Commercial Lots
Misc. Information-	This vicinity plan received significant comments from a couple of neighbors in the adjoining residential neighborhood.

CEDAR CITY PLANNING COMMISSION

MINUTES

May 5, 2015

The Cedar City Planning Commission held a Meeting on Tuesday, May 5, 2015 at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Kristie McMullin-Chair, Rich Gillette, Fred Rowley, Mike Mitchell, Kent Peterson

Members absent: Mary Pearson-excused, Jill Peterson

Staff in attendance: Kit Wareham, Larry Palmer, Paul Bittmenn and Michal Adams

Others in attendance: Tim Watson, Gary Kling, Guy Gillespie, Wade Grimm, Barbara Imlay, and Joel Hansen

The meeting was called to order at 5:23 p.m.

**ITEM/
REQUESTED MOTION**

LOCATION/PROJECT

**APPLICANT/
PRESENTER**

I. Regular Items

**1- Approval of Minutes (April 21, 2015)
(Approval)**

Rich moved to approve the minutes of April 21, 2015, seconded by Fred and the vote was unanimous.

**2- Subd. – Vicinity
(Recommendation)**

**Approx. 1300 S Main/
Windmill Plaza Commercial**

**Windmill Plaza LLC/
Watson Eng.**

Tim Watson explained this commercial piece at the very south end of Main Street just before the south interchange underpass. There is a Comfort Inn on the north and the new LaQuinta Inn across the street. They will plan to tie the street to Cedar Knolls Heights. This is the vicinity plan, he knows of a couple of things like the tight curve they need to work on before it goes further. Fred asked why they were connecting to Interstate Drive rather than just doing a cul-de-sac for this commercial area.

Tim said they wanted to connect to give additional traffic to be able to come thru rather than just end the street; they looked at doing a cul-de-sac, they looked at a knuckle end, and they felt this would be best for all.

Fred wondered if this was a master planned street to go through. Kit said they only master plan major collector roads and above. This area has been developed with a dead end as if the street would extend into this area. This will provide another access to this area of town.

Tim pointed out the access to the hotel on the north and said they will have their drive off the public street now.

Rich wondered if that were part of the frontage road. UDOT has some of those frontage areas along this portion of Main Street to minimize the number of Main Street accesses. Kit said this has been a designated access point for a long time. The UDOT right-of-way was pointed out. This point was always intended to be a public access from Main Street.

Rich asked about future plans for any intersection or light right there. They are too close to the other light, and both sides of Main Street have the needed access here.

Fred asked if this would enlarge the Comfort Inn entry. Kit said they will just come out to a 90 degree to this new road which will be a City street.

Fred wondered if this area needed the second access as some developemtns do when they reach a certain number of units. Or, is there any fire code or anything else that says they need to access off Main Street here. Kit said if they go over 150' they can't have a dead end, and the cul-de-sac could only be a maximum of 500'. Fred could see no reason to go out of that area onto Main Street and if the neighborhood had no interest in that connecting, they should look at doing a cul-de-sac instead. Tim felt that would limit the access to the property owners in the new development and would probably be more than the maximum 500' to do a cul-de-sac.

Kit said this would also allow the water system to loop into this area if they connected. That would help this neighborhood as they have very minimal water pressure now.

Tim felt this would only be a commercial destination. They would pull into the area, do business then come back out and not drive through the residential area.

Kristie pointed out this would be the 5 lots. Tim said they have potential development for two of the lots already. It would be more of a destination; you may have a motel, or a restaurant, probably not a gas station, but other things that would attract business.

Fred asked if any of the lots were large enough for a motel. Tim pointed out the sizes, and probably 2 of these lots would be large enough for a motel. This area is already zoned commercial, so they can put whatever is allowed in commercial. Kit felt there would be a lot more coming out of the residential area using this access road than there would be business people driving through the residential. Wondered what the neighborhood thought. Tim said he had talked to some, they were very excited about getting better water pressure for their area.

Kent said he was a little concerned; when the motel went in there were some unhappy neighbors due to the lights, and other things. If he had a home along that north property line he would not want something there that would have large delivery trucks coming and going.

Tim was aware that between any commercial and residential area they are required to have a 6' high masonry fence. That would eliminate some of the noise, etc., but not all.

Kit said part of this development would need to be a drainage study with easements, etc. to keep the area from draining onto others.

Fred asked if they would grade each site to keep it low. Tim said every lot was a little different grade.

Tim pointed out there were several easements along that north line, he has them all shown on the map. Part of this subdivision process will be to do a drainage study to see what will go to the downstream area.

Kristie said even though this was not a public hearing, she would give those that want to talk a chance to speak.

Fred pointed out that the Planning Comision was a recommending body to the City Council and that it would be the City Council that would make the final decision.

Wade Grimm who is Barbara Imlay's son and lives with her had some concerns. She owns the corner lot where this street would connect to Interstate Drive. They already have a 6' high block wall; the level of this development comes up several feet of her wall; would they put another 6' on top of her wall between them? No one would want a store or other things behind their wall. Wanted them to put in the utilites and tie them in, but develop over them and not put the street through. If they get commercial in here their property values will go down. He feels more cars will go the other way and this will increase their traffic. He wants them to re-think the plan, tie in the utilities, and think about a free zone between the commercial and the residential area.

Kristie brought out that the developing property owners have their rights to develop also. Wondered if they could bring this access down to the already existing lighted intersection. Tim said that would be up to UDOT. He also said the reason they made that south interchange the diverging diamond was to increase traffic flow and make it better.

Fred wondered if Tim's client would entertain discussion making this a cul-de-sac. Tim said they have looked at all options; the cul-de-sac, doing in knuckle turn around and they felt this was the best option. You could connect the utilities through there but then you would have public utilites on private lots, and that becomes more involved. It would be a burden on the City to have utilities on private prperty.

Kristie wondered if they knew just how long this area has been zoned commercial. Kit would need to look back on older maps. Rich said the freeway went in in the early 70's so it has probably been some sort of commercial or highway service since then.

Guy Gillespie who lives on Interstate Drive said his main concern was the traffic as it will increase 200%. Every home along there has small children and he would not want the City to be responsible if any kids get killed on Interstate Drive due to the increase in traffic. All the cars speed as Interstate Drive is wide and open. He feels they need to cul-de-sac the commercial area.

Fred felt they needed to move ahead. He suggested that the neighborhood organize and come to the City Council meeting and to have Mr. Watson begin the preliminary steps and also have them consider how a cul-de-sac might work in the commercial area. It is zoned commercial, they are not changing that, so there will be commercial development in this area.

Barbara Imlay who lives next to this commercial area said she would be affected the most. There are several cul-de-sacs along Interstate Drive with no stop signs and kids ride bikes and come out onto that street without looking. The school busses stop on the corners. She had to face her home to the north but the driveway comes out to the west onto Interstate Drive. She will never be able to get out of her driveway. She wanted to know why they were not notified of this meeting and this development. She was told only for a zone change would they need to be notified. This is already zoned, and they are just now developing the already commercial property. What is being proposed here is within the guidelines of the commercial zone.

Krisite thanked the public who attended, and appreciated their input.

Barbara would like them all to come out and take a look at this area and what they are talking about. She was not very proud of the City at this point.

Tim said he will take this back to his clients and have another look at the cul-de-sac option. He also felt that if the dead end by the Imlay house was needed, that it should be on the subdivision side, and not on his clients property. He will visit with Kit on this, and they can have options before it comes to City Council.

Gary Kling who lives in the area was concerned about more traffic. He was also concerned with how the water would run off. There is a little ditch now that runs along the freeway. There will be lots of pavement and roofs with a commercial development.

Kit said, yes, they will need to address all the runoff. Gary felt if this street were connected there would be a title wave running north on Interstate Drive.

Kristie pointed out this is why the City has come up with the standards they have. Fred could not see how it would all go to the north as much of the commercial area is lower than Interstate Drive. Fred will come out and look at the area and their concerns.

Fred moved to send this onto City Council with a positive recommendation, seconded by Rich and the vote was all for, with Kent abstaining from voting as he lives in this neighborhood. The motion passed.

The meeting adjourned at 6:10 p.m.

Michal Adams, Administrative Assistant

CEDAR CITY COUNCIL
AGENDA ITEMS - 3+4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE:

SUBJECT: Zone Change and Road Dedication for property located in the vicinity of 200 South 3325 West.

DISCUSSION:

Chaparral Drive is a City Street that connects to Kingsbury Drive which connects to Westview Drive. At the east end of Chaparral Drive currently the pavement ends and there is a temporary turn around.

Lex and Jessi Allen own approximately two (2) acres of property at the east end of Chaparral Drive. They want to build their home on this property. Currently the property is zoned annex transition (AT). This is essentially a holding zone that property is zoned upon annexation. It doesn't have uses so the owner needs to petition the City for a zone change. Mr. and Mrs. Allen would like to have the property zoned Residential -1 (R-1). The appropriate notices have been sent out and there is a zone change ordinance included with this packet. The City's Master Plan for this property is low density residential. The R-1 zone is an appropriate zone for the property as it is in furtherance of the City's stated goal of having the property be used for low density residential.

This item also includes a road dedication. This is for what is now a temporary turn around. Mr. and Mrs. Allen will dedicate a cul-de-sac that will replace the temporary turn around. The cul-de-sac will be developed to City Engineering standards.

Attached is the zone change ordinance, the Planning Commission minutes, and a map showing the property.

Please consider accepting the road dedication and approving the zone change.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION
FROM ANNEX TRANSITION (AT) TO RESIDENTIAL -1 (R-1) ON APPROXIMATELY 2.0 ACRES OF
PROPERTY LOCATED IN THE VICINITY OF 3325 WEST AND 200 SOUTH IN THE TALON POINT
SUBDIVISION.

WHEREAS, the owners of property located in the vicinity of 3325 West and 200 South have petitioned Cedar City to change current zoning designation from Annex Transition (AT) to Residential - 1 (R-1) on approximately 2.0 acres of land, the property to be rezoned is more particularly described as follows:
Property to be rezoned to Residential -1 (R-1):

BEGINNING AT THE SOUTHEAST CORNER OF LOT 49, CIMARRON HEIGHTS SUBDIVISION, THENCE N. 0°30'25" W. ALONG THE SUBDIVISION BOUNDARY 300.48 FEET, THENCE N. 89°56'01" E. ALONG THE SUBDIVISION BOUNDARY 290.40 FEET TO THE SOUTHWEST CORNER OF TEMPLE VIEW HEIGHTS SUBDIVISION, THENCE S. 0°30'25" E. ALONG THE 1/4 SECTION LINE 300.00 FEET TO THE SOUTHEAST CORNER OF THE NE1/4NW1/4 OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S. 89°50'17" W. ALONG THE 1/16 LINE 290.40 FEET TO THE POINT OF BEGINNING.
CONTAINS 2.00 ACRES OF LAND.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed amendments to the City's zoning ordinance and found that the amendments are reasonably necessary, are in the best interest of the public, and are in harmony with the objectives and purposes of Cedar City's zoning ordinance. The Planning Commission has given the proposed zone changes a positive recommendation; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation be amended so that the above described land is designated R-1 and that City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council, signed by the Mayor and Recorder and published in accordance with State Law. Dated this ____ day of April, 2015.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY PLANNING COMMISSION

MINUTES

April 7, 2015

The Cedar City Planning Commission held a Meeting on Tuesday, April 7, 2015 at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Kristie McMullin- Chair, Rich Gillette, Fred Rowley, Mike Mitchell, Mary Pearson, Kent Peterson and Jill Peterson

Members absent: none

Staff in attendance: Kit Wareham, Larry Palmer, Paul Bittmann and Michal Adams

Others in attendance: Bob Platt, Jessi Allen and Lex Allen

The meeting was called to order at 5:17 p.m.

<u>ITEM/ REQUESTED MOTION</u>	<u>LOCATION/PROJECT</u>	<u>APPLICANT/ PRESENTER</u>
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I. Regular Items

- 1- Approval of Minutes (March 17, 2015)
(Approval)

Fred moved to approve the minutes of March 17, 2015, seconded by Rich and the vote was unanimous.

- | | | |
|---|----------------------------|---------------------|
| 2- <u>Road Dedication</u>
(Recommendation) | Chaparral Drive cul-de-sac | Allen/Platt & Platt |
|---|----------------------------|---------------------|

Bob Platt said that Lex and Jessi Allen own the 2 acre piece at the end of Chaparral Drive. It currently has a temporary gravel turn around there. They propose to dedicate the cul-de-sac as a City street. They will then build a home on their property. They also plan to improve this cul-de-sac with curb, gutter, sidewalk and pavement with the 10' public utility easement around the frontage.

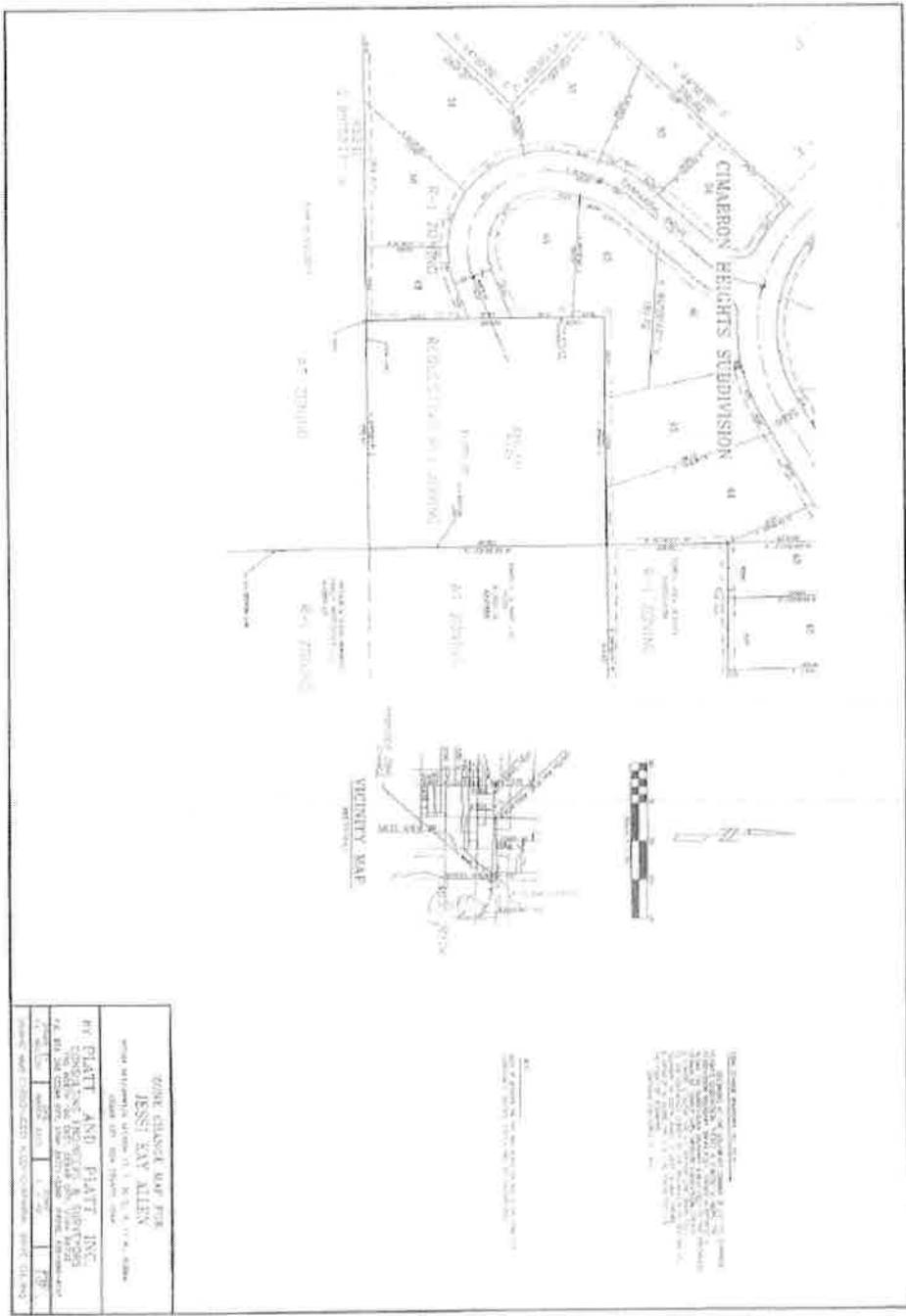
Fred pointed out another house in the vicinity and wondered if it had any access. Kit explained how they were able to get to that house from streets above this one.

Rich moved to give a positive recommendation to City Council for the Road Dedication of this cul-de-sac, seconded by Kent and the vote was unanimous.

- | | | |
|---|------------------------------------|---------------------|
| 3- <u>Zone Change AT to R-1</u>
(Recommendation) | Chaparral Drive cul-de-sac
area | Allen/Platt & Platt |
|---|------------------------------------|---------------------|

Bob Platt explained this is the same 2 acre parcel. When it was annexed it came in as Annex Transition (AT) which is basically a holding zone. They are requesting this be changed to the R-1 zone which matches the zoning all around this parcel and also the Master Plan.

Fred moved to give a positive recommendation to City Council for the Zone Change from AT to R-1 on the Allen parcel, seconded by Mike and the vote was unanimous.



THIS PLANNED MAP FOR
 JESSIE EAVE ALLEN
 WAS PREPARED BY
 H. E. PLATT AND PLATT, INC.
 ENGINEERS, ARCHITECTS AND SURVEYORS
 1400 30th Street, St. Louis, Missouri
 1937

THE STATE OF MISSOURI, County of St. Louis, ss. I, the undersigned, Clerk of the Court, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the files of the Court.

WITNESSED my hand and the seal of the Court at St. Louis, Missouri, this 14th day of August, 1937.

**CEDAR CITY
COUNCIL AGENDA ITEM 5
DECISION PAPER**

To: Mayor and City Council

From: Darrell Olmsted

Mtg. Date: April 20, 2015

Subject: **Sewer Repair Blanket Contract**

Discussion: During the annual cleaning and inspection, an on-going list of sewer line repairs is generated. The Sewer Collection Division put out a bid request for a contractor to complete sewer line repairs as they are identified.

Two companies submitted proposals. However, Goran LLC pulled their proposal leaving only Orton Excavating. The City Engineering Department estimated a cost of \$340 per linear foot. Orton Excavating's bid was \$360 per linear foot.

Orton Excavating is a local company that has done this type of work for Cedar City and is familiar with the requirements of the city. It is recommended Orton Excavating be awarded the contract to run now through June 30, 2016.



May 7, 2015

Cedar City Corporation
716 North Airport Road,
Cedar City, Utah 84721

Attn: Cedar City Public Works

Re: Sewer Line Repair/Replacement Blanket Contract

Subj: Formal Proposal Withdrawal

To Whom It May Concern:

Goran LLC would like to formally withdraw our proposal applicable to the Sewer Line Repair/Replacement Blanket Contract. After further review, discussion, and much consideration, regarding the scope of the project, we concede that an error was made in the proposal process.

We would like to express our gratitude towards the City for drawing our attention to the error made. We sincerely apologize for any inconvenience or delays, we may have caused the City.

Sincerely,

Eiz Linhardt

1142 N. Airport Rd. Cedar City, Utah 84721

Phone: 435-263-0652 Fax: 435-263-0657

CEDAR CITY COUNCIL

AGENDA ITEM 6

INFORMATION SHEET

TO: Mayor and City Council
FROM: Tammy Nay and Ryan Marshall
DATE: May 20, 2015
SUBJECT: Consider Grant Contract for UDOT Funds

DISCUSSION: A portion of Cedar Area Transportation Service (CATS) operation is dependent upon funding in the form of grants from the federal government and dispersed through UDOT. Our contract for funding has been awarded by UDOT in the amount of \$192,148.00 to be used this year for reimbursement for operating, project administration, and capital projects.

Please authorize the Mayor to sign three copies of this contract so that UDOT can release funds for CATS to continue operations this year.

Attached for your review is the State of Utah Contract cover page, including the Project Scope and Contract Budget Amounts.

STATE OF UTAH CONTRACT

FTA SECTION: Formula Grants for Rural Areas (5311)
FEDERAL FISCAL YEAR: 2013



CONTRACT NUMBER _____

EFFECTIVE DATE _____

TRACKING NUMBER _____

1. **CONTRACTING PARTIES:** This contract is between the Utah Department of Transportation (hereinafter referred to as "Department") and,
REMITTANCE ADDRESS:

Cedar City Corporation
 10 North Main
 Cedar City, Utah 84720

(herein after referred to as "Contractor").

Legal Status: Local Government
Fed ID No: 87-60000215
DUNS No: 073013153
Award Year: Award Year 2015
CFDA No: 20.509

2. **CONTRACT PERIOD:** The Contractor shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner. Project shall be complete when compliance to Federal regulations has been met and scope of work has been completed.
3. **CONTRACT AWARD:** The Contractor will be awarded a maximum of \$192,148 for the costs authorized by this contract as further described in Exhibit A.

The parties below hereto agree to abide by all the provisions of this contract. IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Duly Authorized Representative of Contractor:

Department:

SIGNATURE _____ DATE _____

DIRECTOR OF TRANSIT PLANS AND PROGRAMS _____ DATE _____

NAME _____

CONTRACT ADMINISTRATOR _____ DATE _____

TITLE _____

SYSTEMS PLANNING AND PROGRAMMING DIRECTOR _____ DATE _____

Approved by the Assistant Attorney General on 05/17/2012.

Billing Codes: Agency: 2800 810, Org: 8293, Approp: XCB, Pass Thru: 7601

FOR UDOT USE ONLY				
	DEPARTMENT CONTACT	CONTRACTOR CONTACT	CONTRACTOR PHONE	CONTRACTOR EMAIL
	Tim Boschert	Ryan Marshall	435-586-2812	mryan@cedarcity.org

ALI	GRANT NUMBER	FINET/PROGRAM	PHASE	FEDERAL AMOUNT
11.12.04		Paid to Vendor		\$80,000.00
11.79.00	UT-18-X032	4UT15	15H	\$45,455.00
11.32.09	UT-18-X032	4UT15	24H	\$3,890.00
30.09.01	UT-18-X032	4UT15	11H	\$62,803.00
			TOTAL	\$192,148.00

EXHIBIT A - WORK PLAN

PROJECT SCOPE

Project Description: Project Admin funds will be used for transit manager salary and fringe benefits, supplies, and office equipment for the transit system administrative expenditures of the operation of Cedar Area Transportation System. Operating funds will be used for Driver's and dispatch salary and fringe benefits, fuel and oil, insurance etc. for the Cedar Area Transportation System.

Geographic Area Served by Project: Cedar City area.

Eligible customers: General Public

Days and hours of operation: Hours of operation are from 7 a.m. -6 p.m. Monday through Friday and from 10:00 a.m. – 5:15 p.m. on Saturdays.

Major Holidays (No Bus Service)

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

REQUIRED REPORTING

To be completed by Program Manager or Compliance Manager

Reporting Requirement / Form	Due Date(s)
Milestone/PTT	January, 15 th
Milestone/PTT	April, 15 th
Milestone/PTT	July, 15 th
Milestone/PTT	October, 15 th

**CEDAR CITY COUNCIL
AGENDA ITEM 7**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Jeff Hunter

DATE: May 20, 2015

SUBJECT: Consider Annual Blanket Contract Proposals

DISCUSSION: Each year the City requests proposals for Blanket Contracts on Installed Asphalt, Small Concrete Projects, Pavement Marking, Street Materials (supply only), Tree Trimming, Crack Seal, Chip Seal Applicator, Chip Seal Oil Supply, Towing and this year the 2-year contract for Street Light Maintenance.

The Blanket Contract Bid Request was advertised per City Purchasing Requirements. Proposals were due on May 13, 2015. Attached are the bid results.

**BID TABULATION
STREET LIGHT MAINTENANCE
FY 2016**

ITEM	DESCRIPTION	UNIT	QUANTITY	BARNEY BROTHERS ELECTRIC UNIT COST	MARSHALL EVANS ELECTRIC UNIT COST
1	Bulb Replacement (Parts & Labor)				
	A Local (Residential) Street Light (sheet R14)	Each	1	\$ 62.00	\$ 65.00
	B Commercial Street Light (sheet R15)	Each	1	\$ 63.00	\$ 65.00
	C Industrial Street Light (sheet R16)	Each	1	\$ 62.00	\$ 65.00
2	Ballast Replacement (Parts & Labor)				
	A Local (Residential) Street Light (sheet R14)	Each	1	\$ 123.00	\$ 110.00
	B Commercial Street Light (sheet R15)	Each	1	\$ 120.00	\$ 110.00
	C Industrial Street Light (sheet R16)	Each	1	\$ 124.00	\$ 115.00
3	Photo Cell Replacement (Parts & Labor)				
	A Local (Residential) Street Light (sheet R14)	Each	1	\$ 61.00	\$ 65.00
	B Commercial Street Light (sheet R15)	Each	1	\$ 61.00	\$ 65.00
	C Industrial Street Light (sheet R16)	Each	1	\$ 61.00	\$ 65.00
4	Pole Assembly Replacement (No Foundation)				
	A Local (Residential) Street Light (sheet R14)	Each	1	\$ 2,025.00	\$ 1,750.00
	B Commercial Street Light (sheet R15)	Each	1	\$ 3,684.00	\$ 3,120.00
	C Industrial Street Light (sheet R16)	Each	1	\$ 5,434.00	\$ 4,510.00
5	Mobilization - City Street Right-of-Way	LS	1	\$ 100.00	\$ 85.00
6	Mobilization - UDOT Street Right-of-Way	LS	1	\$ 350.00	\$ 370.00
7	Subcontracted Work Near High Voltage Electric Lines & Equipment if Bidder is not Certified				
	Sheet (R16)				
	A Bulb Replacement (Parts & Labor)	Each	1	\$ 62.00	\$ 125.00
	B Ballast Replacement (Parts & Labor)	Each	1	\$ 124.00	\$ 160.00
	C Photo Cell Replacement (Parts & Labor)	Each	1	\$ 62.00	\$ 125.00
	D Pole Assembly Replacement (No Foundation)	Each	1	\$ 5,434.00	\$ 4,600.00
8	Repairs not Associated Directly with Above Items				
	A Labor Rate per Hour	Hour	1	\$ 45.00	\$ 50.00
	(Parts for these Repairs will be Paid at Cost Plus 10%)				
	TOTAL BID AMOUNT			\$ 18,057.00	\$ 15,620.00

Low Bidder: Marshall & Evans Electric

**CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 PAVEMENT MARKING**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STRAIGHT STRIPE		INTERSTATE BARRICADE	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization	LS	3	\$ 400.00	\$ 1,200.00	\$ 6,400.00	\$ 19,200.00
2	8" Dashed Line	LF	1,000	\$ 0.180	\$ 180.00	\$ 0.360	\$ 360.00
3	8" Single Solid	LF	500	\$ 0.180	\$ 90.00	\$ 0.360	\$ 180.00
4	8" Double Solid	LF	1,000	\$ 0.360	\$ 360.00	\$ 0.720	\$ 720.00
5	4" Dashed Line	LF	5,000	\$ 0.090	\$ 450.00	\$ 0.180	\$ 900.00
6	4" Single Solid	LF	9,000	\$ 0.090	\$ 810.00	\$ 0.180	\$ 1,620.00
7	4" Double Solid	LF	5,000	\$ 0.180	\$ 900.00	\$ 0.360	\$ 1,800.00
8	4" Miscellaneous Hash Line	LF	1,000	\$ 0.090	\$ 90.00	\$ 0.900	\$ 900.00
9	4" x 20' Parking Lot Space Lines	EA	500	\$ 6.000	\$ 3,000.00	\$ 11.000	\$ 5,500.00
10	14" x 7 1/2' Through-lane Use Arrows	EA	10	\$ 14.500	\$ 145.00	\$ 21.000	\$ 210.00
11	14" x 7' Turn-lane Use Arrows	EA	10	\$ 14.500	\$ 145.00	\$ 21.000	\$ 210.00
12	14" x 10 1/2' Turn and Through-lane Use Arrows	EA	5	\$ 29.000	\$ 145.00	\$ 21.000	\$ 105.00
13	18" x 8' School Cross-Walk/Ladder Runs	EA	205	\$ 20.000	\$ 4,100.00	\$ 21.000	\$ 4,305.00
14	12" Wide Cross-Walk Lines	LF	400	\$ 1.250	\$ 500.00	\$ 1.850	\$ 740.00
15	4' x 5' Handicapped Parking Space Marking	EA	20	\$ 20.000	\$ 400.00	\$ 40.000	\$ 800.00
16	8' x 20' Railroad Crossing Marking	EA	10	\$ 35.000	\$ 350.00	\$ 147.000	\$ 1,470.00
17	30" x 8' Elongated Letter Marking	Each Letter	20	\$ 2.000	\$ 40.00	\$ 21.000	\$ 420.00
18	12" x 12" Squares	EA	1,000	\$ 0.200	\$ 200.00	\$ 1.850	\$ 1,850.00
19	3' 3" x 5" 9" Bike Lane Symbols	EA	30	\$ 10.000	\$ 300.00	\$ 21.000	\$ 630.00
20	2' x 6' Bike Lane Arrows	EA	30	\$ 10.000	\$ 300.00	\$ 21.000	\$ 630.00
21	Remove Pavement Markings with Paint	Per Hour	1	\$ 500.000	\$ 500.00	\$ 300.000	\$ 300.00
21a	Remove Pavement Markings with High-Pressure Wash	Per Hour	1	\$ 625.000	\$ 625.00	\$ 528.000	\$ 528.00
21b	Remove Pavement Markings with Sandblasting	Per Hour	1	\$ 625.000	\$ 625.00	\$ 720.000	\$ 720.00
22	Layout	Per Hour	1	\$ 95.000	\$ 95.00	\$ 125.000	\$ 125.00
TOTAL BID					\$ 15,550.000		\$ 44,223.000

Low Bidder: Straight Stripe

Last Year's Low Bidder: Straight Stripe \$15,927.25

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 SMALL CONCRETE PROJECTS

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	GLEAVE CONCRETE		M.S. CONCRETE		GORAN, LLC		SCHMIDT CONST, INC.	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	30-inch Curb & Gutter Type A (Machine Placed)	LF	100	\$ 17.00	\$ 1,700.00	\$ 15.00	\$ 1,500.00	\$ 18.20	\$ 1,820.00	\$ 14.00	\$ 1,400.00
2a	30-inch Curb & Gutter Type A (Hand Placed - Up to 40')	LF	40	\$ 17.00	\$ 680.00	\$ 23.57	\$ 942.80	\$ 23.78	\$ 951.20	\$ 35.00	\$ 1,400.00
2b	30-inch Curb & Gutter Type A (Hand Placed - 40' to 100')	LF	100	\$ 17.00	\$ 1,700.00	\$ 20.57	\$ 2,057.00	\$ 18.85	\$ 1,885.00	\$ 42.00	\$ 4,200.00
3a	36-inch Curb & Gutter Type C (Hand Placed - Up to 40')	LF	40	\$ 15.00	\$ 600.00	\$ 21.00	\$ 840.00	\$ 24.16	\$ 966.40	\$ 32.00	\$ 1,280.00
3b	36-inch Curb & Gutter Type C (Hand Placed - 40' - 100')	LF	100	\$ 15.00	\$ 1,500.00	\$ 18.00	\$ 1,800.00	\$ 19.26	\$ 1,926.00	\$ 44.00	\$ 4,400.00
4a	Concrete Sidewalk (4" Thick) (Adjacent to Curb & Gutter)	S.F.	1,000	\$ 3.95	\$ 3,950.00	\$ 3.75	\$ 3,750.00	\$ 3.75	\$ 3,750.00	\$ 5.25	\$ 5,250.00
4b	Concrete Sidewalk (4" Thick) (Adjacent to Parkstrip)	S.F.	1,000	\$ 3.95	\$ 3,950.00	\$ 4.00	\$ 4,000.00	\$ 3.80	\$ 3,800.00	\$ 6.25	\$ 6,250.00
5	Concrete Drive Approach, Residential (6" Thick)	SF	1,000	\$ 4.50	\$ 4,500.00	\$ 4.75	\$ 4,750.00	\$ 5.42	\$ 5,420.00	\$ 8.00	\$ 8,000.00
6	Concrete Drive Approach, Commercial (6" Thick)	SF	500	\$ 5.25	\$ 2,625.00	\$ 5.25	\$ 2,625.00	\$ 5.44	\$ 2,720.00	\$ 10.00	\$ 5,000.00
7	6" Wide Concrete Waterway (6" Thick Reinforced)	SF	1,500	\$ 6.25	\$ 9,375.00	\$ 6.50	\$ 9,750.00	\$ 7.64	\$ 11,460.00	\$ 10.00	\$ 15,000.00
8	Handicap Accessible Ramp	SF	800	\$ 6.00	\$ 4,800.00	\$ 5.50	\$ 4,400.00	\$ 4.00	\$ 3,200.00	\$ 12.00	\$ 9,600.00
9	Small Structures Less Than 1 C.Y. (Includes Forming, Concrete & Rebar)	CY	<1	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00
10	Small Structures More Than 1 C.Y. (Includes Forming, Concrete & Rebar)	CY	>1	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 475.00	\$ 475.00
11	Water Jobs (Sidewalk, Pad, Curb) (See Work Description and Detail Pg. 256)	LS	40	\$ 125.00	\$ 5,000.00	\$ 125.00	\$ 5,000.00	\$ 479.77	\$ 19,190.80	\$ 100.00	\$ 4,000.00
12	Bond Cost Amount	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 250.00	\$ 500.00	\$ 792.72	\$ 1,585.44	\$ 500.00	\$ 1,000.00
TOTAL BID					\$ 445,980.00		\$ 453,314.80		\$ 60,474.84		\$ 67,955.00

Low Bidder: M.S. Concrete

NOTE: Last Year's Low Bidder: Gleave Concrete \$40,610.00

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 INSTALLED ASPHALT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	ASHDOWNS BROTHERS CONSTRUCTION		WESTERN ROCK PRODUCTS		GORAN, LLC		TOTAL AMOUNT
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	
1	1/2 to 1-inch, Average 3/4-inch Thick Laydown Machine Skin Patch	TON	<25	\$ 120.00	\$ 3,000.00	\$ 145.00	\$ 3,625.00	\$ 111.03	\$ 2,775.75	\$ 2,775.75
1a	1/2 to 1-inch, Average 3/4-inch Thick Laydown Machine Skin Patch	TON	>25-250	\$ 110.00	\$ 27,500.00	\$ 93.00	\$ 23,250.00	\$ 107.47	\$ 26,867.50	\$ 26,867.50
2	1 to 3-inch, Average 1 1/2-inch Thick Laydown Machine Skin Patch	TON	<100	\$ 100.00	\$ 10,000.00	\$ 102.50	\$ 10,250.00	\$ 98.67	\$ 9,867.00	\$ 9,867.00
3	2 to 3-inch, Average 1 1/2-inch Thick Laydown Machine Skin Patch	TON	>100-500	\$ 90.00	\$ 45,000.00	\$ 90.00	\$ 45,000.00	\$ 96.09	\$ 48,045.00	\$ 48,045.00
4	2-inch Thick Asphalt Mat (Hand Spread)	S.F.	<500	\$ 1.75	\$ 875.00	\$ 2.50	\$ 1,250.00	\$ 5.00	\$ 2,500.00	\$ 2,500.00
5	2-inch Thick Asphalt Mat (Machine Spread)	S.F.	40,000	\$ 1.10	\$ 44,000.00	\$ 1.15	\$ 46,000.00	\$ 1.83	\$ 73,200.00	\$ 73,200.00
5a	2-inch Thick Asphalt Mat (Machine Spread)	S.F.	20,000	\$ 1.20	\$ 24,000.00	\$ 1.18	\$ 23,600.00	\$ 1.84	\$ 36,800.00	\$ 36,800.00
5b	2-inch Thick Asphalt Mat (Machine Spread)	S.F.	10,000	\$ 1.30	\$ 13,000.00	\$ 1.20	\$ 12,000.00	\$ 1.86	\$ 18,600.00	\$ 18,600.00
5c	2-inch Thick Asphalt Mat (Machine Spread)	S.F.	5,000	\$ 1.40	\$ 7,000.00	\$ 1.25	\$ 6,250.00	\$ 1.90	\$ 9,500.00	\$ 9,500.00
6	2 1/2-inch Thick Asphalt Mat (Machine Spread)	S.F.	<500	\$ 2.00	\$ 1,000.00	\$ 3.70	\$ 1,850.00	\$ 6.17	\$ 3,085.00	\$ 3,085.00
7	2 1/2-inch Thick Asphalt Mat (Machine Spread)	S.F.	15,000	\$ 1.30	\$ 19,500.00	\$ 1.27	\$ 19,050.00	\$ 2.00	\$ 30,000.00	\$ 30,000.00
7a	2 1/2-inch Thick Asphalt Mat (Machine Spread)	S.F.	10,000	\$ 1.45	\$ 14,500.00	\$ 1.30	\$ 13,000.00	\$ 2.02	\$ 20,200.00	\$ 20,200.00
7b	2 1/2-inch Thick Asphalt Mat (Machine Spread)	S.F.	5,000	\$ 1.60	\$ 8,000.00	\$ 1.35	\$ 6,750.00	\$ 1.84	\$ 9,200.00	\$ 9,200.00
8	3-inch Thick Asphalt Mat (Hand Spread)	S.F.	<500	\$ 2.25	\$ 1,125.00	\$ 4.25	\$ 2,125.00	\$ 5.60	\$ 2,800.00	\$ 2,800.00
9	3-inch Thick Asphalt Mat (Machine Spread)	S.F.	10,000	\$ 1.60	\$ 16,000.00	\$ 1.55	\$ 15,500.00	\$ 2.13	\$ 21,300.00	\$ 21,300.00
9a	3-inch Thick Asphalt Mat (Machine Spread)	S.F.	5,000	\$ 1.75	\$ 8,750.00	\$ 1.60	\$ 8,000.00	\$ 2.16	\$ 10,800.00	\$ 10,800.00
10	Tack-coat	GALLON	1.0	\$ 4.00	\$ 4.00	\$ 3.25	\$ 3.25	\$ 8.98	\$ 8.98	\$ 8.98
11	Flush-coat	GALLON	1.0	\$ 3.50	\$ 3.50	\$ 3.25	\$ 3.25	\$ 19.88	\$ 19.88	\$ 19.88
12	Bond Cost Amount	L.S.	2	\$ 4,350.00	\$ 8,700.00	\$ 500.00	\$ 1,000.00	\$ 1,300.00	\$ 2,600.00	\$ 2,600.00
TOTAL BID				\$ 4,796.20	\$ 251,957.50	\$ 959.30	\$ 238,506.50	\$ 1,776.47	\$ 328,169.11	\$ 328,169.11

Low Bidder: Western Rock Products

NOTE: Last Year's Low Bidder: Ashdown Brothers Construction \$170,610.00

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 STREET MATERIALS SUPPLY CONTRACT

ITEM NUMBER	DESCRIPTION	UNIT	SUNROC CORPORATION		WESTERN ROCK PRODUCTS		MEL CLARK, INC.		ASHDOWN BROTHERS CONSTRUCTION		SCHMIDT CONSTRUCTION	
			UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST			
1	Road Base Material	TON	\$ 6.50	\$ 4.00	\$ 3.75	\$ 5.50	\$ 5.00					
2	Sand Material (Cyclone or Equivalent)	TON	\$ 5.25	\$ 2.75	\$ -	\$ 3.00	\$ 16.00					
3	Bituminous Surface Course Material (Hot Mix)	TON	\$ 59.50	\$ 59.00	\$ -	\$ 60.50	\$ -					
4	Bituminous Surface Course Material (Cold Mix)	TON	\$ 95.00	\$ 90.00	\$ -	\$ -	\$ -					
5	Bituminous Surface Course Material (UPM or Equivalent)	TON	\$ 100.00	\$ 175.00	\$ -	\$ 140.00	\$ -					
6	Flowable Backfill Material (City Specifications)	CY	\$ 69.00	\$ 70.00	\$ -	\$ -	\$ -					
7	Flowable Backfill Material (Sand Only, No Additives)	CY	\$ 60.00	\$ 54.00	\$ -	\$ -	\$ -					
8	Portland Cement Concrete Material (Class A)	CY	\$ 92.00	\$ 91.00	\$ -	\$ -	\$ -					
9	Portland Cement Concrete Material (Class C)	CY	\$ 89.00	\$ 88.00	\$ -	\$ -	\$ -					
10	Ready Mix, "Short Load Quantity"	CY	\$ 40.00	\$ 40.00	\$ -	\$ -	\$ -					
11	Road Chips (2,000 Ton +/-) Type I per Cedar City Specifications	TON	\$ 14.50	\$ 14.00	\$ -	\$ -	\$ 14.50					
11a	Road Chips (2,000 Ton +/-) Type II per Cedar City Specifications	TON	\$ 14.50	\$ 16.00	\$ -	\$ -	\$ -					
12	Leachers Type II (200 Ton Minimum)	TON	\$ 6.00	\$ -	\$ -	\$ -	\$ -					
13	Leach Rock	TON	\$ 10.00	\$ 8.50	\$ 7.50	\$ -	\$ 10.00					
14	Top Soil	TON	\$ 7.00	\$ 2.00	\$ 1.80	\$ 3.00	\$ 7.00					
15	1" Minus Rock	TON	\$ 10.00	\$ 8.50	\$ 7.50	\$ -	\$ 10.00					
16	Pea Gravel	TON	\$ 3.75	\$ 4.00	\$ -	\$ -	\$ 10.00					
17	6" Minus Rock	TON	\$ 10.00	\$ 14.00	\$ 8.00	\$ -	\$ 15.00					
18	12" Minus Rock	TON	\$ 10.00	\$ -	\$ 8.00	\$ -	\$ 20.00					
19	Pitrun	TON	\$ 3.00	\$ 3.00	\$ 2.25	\$ 3.50	\$ 4.00					

Low Bidder on each item is highlighted and shown in bold above

NOTE: Last Year's Low Bids per Item: 1=\$4.00; 2=\$3.00; 3=\$68.00; 4=\$90.00; 5=\$140.00; 6=\$68.00; 7=\$54.00; 8=\$88.50; 9=\$85.50; 10=\$40.00; 11=\$14.50; 12=\$5.00; 13=\$8.75; 14=\$2.00; 15=\$8.75; 16=\$4.00; 17=\$9.00; 18=\$9.00; 19=\$3.00

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 CRACK SEALANT/ASPHALT CHIP SEAL OIL MATERIALS SUPPLY AI

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	MAXWELL PRODUCTS	TOTAL	ASPHALT SYSTEMS, INC.	TOTAL	CALUMET/ MOUNTAIN STATES ASPHALT	TOTAL	CRAFCO, INC.	TOTAL
				SLC, UT UNIT COST	AMOUNT	SLC, UT UNIT COST	AMOUNT	TOOLE, UT UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Provide and Transport GRS-2h Asphalt	TON	100	\$ -	\$ -	\$ -	\$ -	369.00	\$ 36,900.00	\$ -	\$ -
2	Provide and Transport PMCRS-2h Asphalt	TON	100	\$ -	\$ -	\$ -	\$ -	419.00	\$ 41,900.00	\$ -	\$ -
3	Provide and Transport LMCRS-2h Asphalt	TON	400	\$ -	\$ -	\$ 1,166.00	\$ 466,400.00	\$ -	\$ 466,400.00	\$ -	\$ -
4	Provide and Transport P.A.S.S.	TON	100	\$ -	\$ -	\$ -	\$ -	323.00	\$ 32,300.00	\$ -	\$ -
5	Provide and Transport COS-1h 2:1 Dilution	TON	100	\$ -	\$ -	\$ -	\$ -	456.00	\$ 45,600.00	\$ -	\$ -
6	Provide and Transport LMCOS-1h 2:1 Dilution	TON	100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Provide and Transport PMCOS-1h 2:1 Dilution	TON	100	\$ -	\$ -	\$ 450.00	\$ 45,000.00	\$ 299.00	\$ 29,900.00	\$ -	\$ -
8	Provide and Transport CCS-1H Asphalt 2:1 Dilution	TON	300	\$ -	\$ -	\$ 830.00	\$ 249,000.00	\$ -	\$ 249,000.00	\$ -	\$ -
9	GSB-88 Emulsified Sealer/Binder 2:1 Dilution	TON	100	\$ -	\$ -	\$ -	\$ 83,000.00	\$ -	\$ 83,000.00	\$ -	\$ -
10	Elasto-Flex 650 or Equivalent	TON	100	\$ 870.00	\$ 87,000.00	\$ -	\$ -	\$ -	\$ -	\$ 818.00	\$ 81,800.00
11	Transport Stand-By Time	HOURL	30	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 3,750.00	\$ -	\$ -

Low bidders are highlighted and shown in bold above
 Items 2 & 7 No Bid

NOTE: Last Year's Low Bids per Item: 1=\$177,600; 2=No Bid;3=\$51,300; 4=\$118,200; 5=\$36,600; 6=\$38,000; 7=No Bid; 8=\$130,400; 9=\$84,200

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)

CHIP SEAL ASPHALT/OIL APPLICATOR CONTRACT

ITEM NUMBER	DESCRIPTION	UNIT	J & T PETERSEN,		TOTAL AMOUNT
			UNIT COST		
1	Applicator Hourly Rate	HOUR	\$ 185.00		\$ 185.00
2	Applicator Stand-By Rate	HOUR	\$ 185.00		\$ 185.00
	TOTAL BID				\$ 370.00

Low Bidder: J & T Petersen, Inc.

NOTE: Last Year's Low Bidder: J & T Petersen, Inc. at \$370.00

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)
 ASPHALT STREET CRACK SEAL PROJECT

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STRAIGHT STRIPE		SPENCER ASPHALT		TOP JOB, LLC	
				UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT	UNIT COST	TOTAL AMOUNT
1	Mobilization, Permits, Payment and Performance Bond	LS	1	\$ -	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00
2	Installation of City Provided Crack Seal Material per Specifications	TON		\$ 1,500.00	\$ 1,500.00	\$ 584.00	\$ 584.00	\$ 584.00	\$ 700.00
TOTAL BID					\$1,500.00		\$584.00		\$7,700.00

Low Bidder: Spencer Asphalt

Last Year's Low Bidder: Spencer Asphalt \$1,520.00

CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)

TREE TRIMMING SERVICE

ITEM NUMBER	DESCRIPTION	UNIT	PROFESSIONAL	TOTAL
			TREE SERVICE, INC. UNIT COST	AMOUNT
1	1-10 Trees	HOUR	\$ 75.00	\$ 75.00
2	11-20 Trees	HOUR	\$ 68.00	\$ 68.00
3	21-50 Trees	HOUR	\$ 60.00	\$ 60.00

Only One Bidder
Low Bidder: Professional Tree Service, Inc.

NOTE: Last Year's Low Bidder: Professional Tree Service, Inc. 1-10 Trees = \$75/hr; 11-20 Trees = \$75/hr; 21-50 Trees = \$60/hr

**CEDAR CITY CORPORATION
 BID TABULATION
 BLANKET CONTRACTS FY 2016 (JULY 2015 - JUNE 2016)**

TOWING SERVICE

ITEM NUMBER	DESCRIPTION	UNIT	BRADSHAW CHEVROLET		TOTAL AMOUNT	DISPATCH & TRACKING SOLUTIONS		TOTAL AMOUNT
			UNIT COST	YES		UNIT COST	YES	
1	Cost Per Towed Vehicle	EA	\$ 35.00	YES	\$ 35.00	\$ 95.00	YES	\$ 95.00
2	Meet All Requirements	YES/NO						

Low Bidder: Bradshaw Chevrolet

NOTE: Last Year's Low Bidder: Bradshaw Chevrolet at \$35.00 per Tow

CEDAR CITY COUNCIL
AGENDA ITEM 8
STAFF INFORMATION SHEET

TO: Mayor and City Council

FROM: Parks & Outdoor Facilities Division – Austin Bingham

DATE: May 18, 2015

SUBJECT: Fees for Parks Reservations

DISCUSSION: Consider Fee for the following:

Currently no fee is charged when a group reserves a park for a special event. We would like to propose combining the Special Events Fee, the Pavilion Rental Fee, and instituting a Power Usage Fee. The proposed fee would be as follows:

0-8 hour event: \$75/day
(\$25 Special Event Fee, \$30 Pavilion Fee, \$20 Power Fee)

All day events: \$125/day
(\$25 Special Event Fee, \$60 Pavilion Fee, \$40 Power Fee)

CEDAR CITY COUNCIL
AGENDA ITEMS - 9
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: May 18, 2015
SUBJECT: Delay in the payment of impact fees.

DISCUSSION:

The State of Utah Division of Natural Resources is constructing a facility located at approximately 646 North Main Street. The total impact fee for this project is \$30,454.31. The State is subject to local impact fees. With private development the City collects impact fees when a building permit is issued. The State is not required to pull a building permit so the impact fees were not collected at that time. However, the Engineering staff did tell the State about the impact fees and the amount. The State indicated it did not have the funds in the construction budget for impact fees, but could pay them out of operating revenue if the City would agree to a delayed payment.

Cedar City has adopted Cedar City Ordinance 0803-11-1, the City's Impact Fee Ordinance. Section 6 of this ordinance allows the City to consider fee exceptions and adjustments. The City Council is the entity specified for allowing these exceptions and adjustments. The proposed agreement in this matter is not an adjustment to the amount of the impact fee, it is an adjustment in when the fee is paid. If the City approves the agreement the State of Utah, Division of Natural Resources would agree to pay the impact fees within one (1) year. A copy of the agreement is attached, signed by representatives for the State of Utah, Division of Natural Resources.

Please consider approving the agreement for the delayed payment of impact fees for the State of Utah, Department of Natural Resources.

AGREEMENT FOR DEFERRED PAYMENT OF IMPACT FEES

This agreement is entered into on the 10 day of May, 2015, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as City; and the State of Utah Division of Natural Resources, hereinafter referred to as DNR.

WHEREAS, DNR is building an office building containing approximately 20,000 square feet of space. The DNR office building is located at approximately 646 North Main Street, Cedar City, Utah; and

WHEREAS, In accordance with the provisions of UCA §11-36a-101 et. sec. City has adopted impact fees; and

WHEREAS, In accordance with City's adopted impact fees DNR owes City the following impact fees:

1.	Water Impact Fee	\$2,992.85
2.	Sewer Plant Impact Fee	\$1,045.82
3.	Sewer Collection Impact Fee	\$443.38
4.	Police Impact Fee	\$1,244.57
5.	Fire Impact Fee	\$2,751.59
6.	Parks and Rec. Impact Fee	\$0
7.	Transportation Impact Fee	\$21,976.10
	Total Impact Fees	\$30,454.31

WHEREAS, According to City Ordinance No. 0803-11-1 the amount of impact fees is to be calculated in accordance with the impact fee schedule effective at the time the impact fees are paid, unless otherwise bound by the terms of state statute or a contract; and

WHEREAS, City charges impact fees prior to the issuance of a building permit; and

WHEREAS, DNR is a division of the State of Utah and as such no building permit is required in order for DNR to construct their facility, however impact fees are still lawfully assessed; and

WHEREAS, In effort to manage its budget and financial obligations DNR has requested that City charge the impact fees at the rates contemplated by this agreement but allow DNR one (1) year from the date this agreement is signed; and

WHEREAS, City has reviewed the financial condition of its impact fee accounts and the reasonably anticipated expenditures from its impact fee accounts and finds that a one year delay in collection of DNR's impact fees would not significantly impair City's ability to construct the system improvements funded with impact fees.

NOW THEREFORE DNR and City agree that mutual consideration exists to support entering this agreement and both agree as follows:

1. Amount of Impact Fee Charged.

City will charge DNR impact fees as detailed herein and in the total sum and amount of \$30,454.31. This will be the only impact fee charged to DNR and will not change based on payment of the fee at a later date. City reserves the right to modify the impact fee consistent with the Impact Fee Schedule in place when this agreement is signed if the square footage of DNR's building changes or there is such change to the building by DNR that would impact the calculation of the impact fees (i.e. a different size water meter). DNR has had the opportunity to examine the fee charged and the City's Current Impact Fee Schedule and agrees the impact fees charged herein is in conformance with the City's adopted Impact Fee Schedule. DNR waives all claims or objections to the amount of the fee.

2. Payment of the Impact Fee.

DNR shall pay the impact fees within one (1) year of the latest date this agreement is signed by both parties.

3. Impact Fee Not Inclusive of Other City Fees.

There are fees related to typical development within Cedar City that are not impact fees. Examples of these fees include, but are in no way limited to, permit fees, water acquisition fees, plan check fees, and connection fees. This agreement is only intended to delay the payment of the impact fees set forth herein. This agreement is not intended to have any bearing on the payment of any other City fee charged to DNR in the regular course of development.

Remainder of page intentionally left blank.

4. Interest.

City shall not charge DNR interest if the impact fees are paid within the time frame set forth in this agreement. If DNR does not pay the impact fees within the time frame established in this agreement, then City may charge and DNR agrees to pay simple interest on all outstanding amounts in the amount of 10% annually. If the impact fees are not paid and City has to secure a judgment, then post judgment interest shall be at the higher of the above rate or the State of Utah post judgment interest rate.

5. Choice of Remedy. The DNR building being built and leading to the imposition of impact fees is the property of the State of Utah and therefore the City is not able to place a lien on the property. City and DNR agree that the remedy for failure to pay the agreed to impact fees in the time allotted is a breach of contract claim filed by City against the State of Utah.

6. Miscellaneous Provisions.

- A. City and DNR have had the opportunity to review this agreement and have it reviewed by their respective legal counsel. This agreement is the reflection of the intention of both City and DNR. This is an integrated agreement and shall be interpreted upon its four corners. Any court or third party mediator or arbitrator that may have cause to review this agreement shall not use extrinsic or parole evidence in the interpretation of this agreement unless provided for by the terms of the agreement.
- B. The terms of this agreement are the final terms agreed to by the parties and may only be modified in writing duly signed by DNR and City. There is an exception to this provision allowing City to modify the amount of impact fees consistent with the provisions of paragraph #1 herein. If the amount of impact fees charged is modified by City, DNR may request and City will provide in writing the basis for the change.
- C. DNR and City agree that this agreement is subject to the laws of the State of Utah. Jurisdiction is stipulated to vest with the Utah District Court and venue is stipulated to be with the 5th Judicial District Court in and for Iron County.
- D. If suit is filed to collect the impact fees pursuant to the terms and provisions of this agreement DNR agrees to pay all of City's reasonably incurred legal fees and costs.

- E. The individuals signing this agreement represent that prior to signing the agreement all necessary and proper procedure has been followed so that by signing the agreement they have the necessary authority to bind their respective entities to the provisions of this contract.
- F. Duplicate copies of this agreement may be signed by both parties so that each party shall be able to retain a copy with original signatures.

DNR's signature page.

Dated this 6 day of May, 2015.

Michael R. Styler
(signature of DNR representative)

Michael R. Styler
(please print name)

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this 6th day of May, 2015, personally appeared before me
who duly acknowledged to me that Michael R. Styler he/she signed
the above and foregoing document.

Teri J. Akiyama



NOTARY PUBLIC

City's signature page.

Dated this ____ day of _____, 2015.

Maile L. Wilson
Mayor

[SEAL]
ATTEST:

Renon Savage
Recorder

STATE OF UTAH)
 : ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 10**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 15 May 2015

SUBJECT: Property Disposal

PROBLEM: The Fire Department has an old 1974 Pierce Arrow aerial platform they would like to dispose of. This truck was a gift from NBC Three Wishes and has served its purpose. This truck has been sitting outside since July when the new Aerial Platform was put in service. We have been approached by Kanab City who would like to purchase this piece of apparatus.

RECOMMENDATION: Allow this vehicle to be sold to Kanab City for \$3,000

