

Cedar City

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

CITY COUNCIL WORK MEETING **JANUARY 18, 2023** **5:30 P.M.**

Mayor

Garth O. Green

Council Members

Terri W. Hartley
Craig E. Isom
W. Tyler Melling
R. Scott Phillips
Ronald Riddle

City Manager

Paul Bittmenn

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

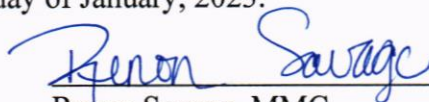
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider a local alcohol consent for SSU Ninja, LLC, 1180 Sage Dr. #A. Ze Wang/Chief Adams
 2. Consider an amendment to the City Traffic Ordinance to establish a No Parking zone at 334 South 400 East #2 for a handicap bus stop. Cinthia Van Alst/Jonathan Stathis
 3. Consider UDOT cost proposals for engineering and environmental work on the Industrial Road Improvements Project. Devin Squire/Jonathan Stathis
 - Staff
 4. Public hearing to consider an ordinance amending Chapter 26 Article III regarding the Downtown Commercial (DC) zone. Don Boudreau
 5. Public hearing to consider approving modifications to the Housing Element of the Cedar City General Plan. Don Boudreau
 6. Consider extending the landing agreement for the BLM at the Airport. Nick Holt
 7. Consider bids for the Wastewater Treatment Plant Dewatering Procurement project. Clint Rogers/Jonathan Stathis

Dated this 13th day of January, 2023.

Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 13th day of January, 2023.



Renon Savage, MMC
Cedar City Recorder

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

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

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

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: January 18, 2023

Subject: **Consider an amendment to the City Traffic Ordinance to establish a No Parking zone at 334 South 400 East #2 for a handicap bus stop.**

Discussion: Cinthia Van Alst is requesting that a No Parking zone be established on 400 East Street adjacent to her residential unit as shown on the next page. The purpose of the No Parking zone is to provide a location for a handicap bus stop. Currently, the school bus must stage out in the road due to vehicles that are typically parked along 400 East. This makes it difficult for the handicapped student to load and unload from the school bus. Please refer to the attached email from Ms. Van Alst.

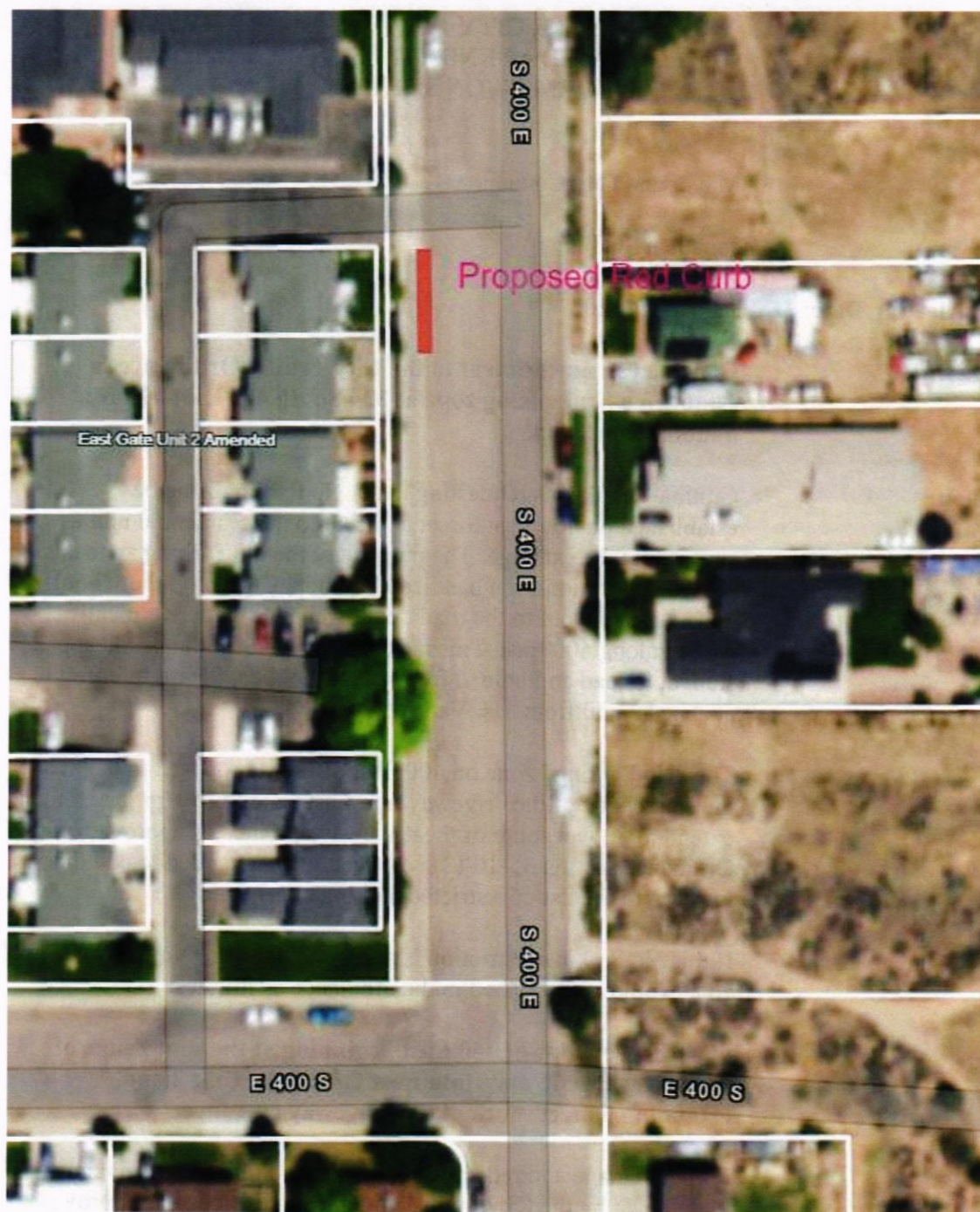
The "No Parking" zone on 400 East Street is proposed to begin at the south edge of the driveway into East Gate PUD Unit 2 and then extend to 50 feet south of the driveway entrance. If approved, City Ordinance section 35-10-(2) will need to be amended to add this location to the list of restricted parking areas.

If this No Parking restriction is approved, then the No Parking zone would be described in the ordinance as follows:

"On the west side of 400 East beginning at the south edge of the driveway entrance into East Gate PUD Unit 2 and extending 50 feet south of the driveway entrance."

Proper signage and red curbing would need to be installed and maintained by the City, if this No Parking restriction is approved.

Please consider whether to approve this No Parking restriction on the west side of 400 East Street.



[EXTERNAL]: Re: Contact info

Cynthia Van Alst <cinthia@cinthiavanalst.com>

Fri 1/6/2023 2:48 PM

To: Jonathan Stathis <jstathis@cedarcity.org>

Hi John-

We are looking forward to getting approval for a red curb painting so we can safely load a handicapped child on & off the bus. Right now, the school bus has to double park to pick him up or drop him off. Fifty feet just south of the driveway would accommodate a bus.

Please let me know if there's any other information you may need.
Cynthia Van Alst

Get [Outlook for iOS](#)

From: Jonathan Stathis <jstathis@cedarcity.org>

Sent: Friday, January 6, 2023 2:40:13 PM

To: Cynthia Van Alst <cinthia@cinthiavanalst.com>

Subject: Contact info

Jonathan Stathis, P.E.
Cedar City Corporation
Cell Phone: (435) 463-0412
jstathis@cedarcity.org

**CEDAR CITY
ORDINANCE 0125-23**

**AN ORDINANCE AMENDING CHAPTER 35, SECTION 10 OF THE ORDINANCE
OF CEDAR CITY, UTAH, RELATED TO PARKING RESTRICTIONS.**

WHEREAS, Cedar City has adopted Chapter 35, Section 10 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and general welfare of the citizens of Cedar City to restrict parking in the below listed locations to prevent obstructive and hazardous parking.

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

SECTION 1: **AMENDMENT** "Section 35-10 Parking Restrictions" of the Cedar City Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 35-10 Parking Restrictions

- A. The parking restrictions contained herein shall be marked with upright signs complying with standards set forth in the Uniform Manual on Traffic Control Devices and where appropriate painting the curb in a color as designated in the Uniform Manual on Traffic Control Devices.
- B. No parking shall be allowed in the following areas:
 - 1. from 1000 West to Interstate 15 Freeway on the north side of 200 North in Cedar City, Utah;
 - 2. sixteen feet south of the 200 North right of way on the West side of 100 West;
 - 3. along 4050 West extending from the crosswalk in front of Iron Springs Elementary in the following manner: on the east side of the street 85 feet to the south of the crosswalk and 50 feet north of the crosswalk; and on the west side of the street 50 feet south of the crosswalk and 85 feet north of the crosswalk;
 - 4. on the north side of 1045 North Street extending east 56 feet from the point of curvature of the east curb return on the intersection of Country Side Terrace Drive (250 West);
 - 5. an approximate 16-foot-long area on the north side of Center Street at approximately 46 West, the center of which is located 179 feet west of the southeast corner of lot 1, Block 36, Plat B, Cedar City Town Survey;
 - 6. the south side of 200 North from Main Street to 100 East;
 - 7. the south side of College Avenue from 100 West to 300 West;

8. along Royal Hunte Drive:
 - a. extending from the crosswalk in front of Cedar Middle School in the following manner: on the North Side of the street 150 feet to the east of the crosswalk and 50 feet west of the crosswalk;
 - b. on the south side of the street 50 feet east of the crosswalk and 150 feet west of the crosswalk;
 - c. from the east entrance of the Aquatic Center parking lot extending 220 feet to the east; and
 - d. on the south side of the street extending from 1850 West to 2200 West.
9. on the south side of Cross Hollow Road extending 150 feet west from the main entrance and exit to Walmart (said entrance/exit is the second entrance/exit on the south side of Cross Hollow Road located west of the Royal Hunte Drive and Cross Hollow Road intersection);
10. beginning at the intersection of Main Street and 1925 North and extending west along the north and south side of 1925 North for 1300 lineal feet;
11. along 1895 West Cross Hollow Drive, beginning at the Walmart Northeast entrance and running west to the CATS bus stop;
12. on the east side of Cove Drive from the centerline of the LDS Temple entrance extending south to the north side of the intersection of Cove Drive and Silver Crest Circle; and on the west side of Cove Drive from the centerline of the LDS Temple entrance extending 250 feet to the north;
13. on the north side of DL Sargent Drive for 35 feet in front of the Public Safety Building;
14. in front of the SUU Sports Performance Building for 250 feet on each side of the street;
15. in front of the South Elementary School for 100 feet on the southside of 400 South starting from the crosswalk going west and 100 feet on the northside of 400 South starting from the crosswalk going east;
16. along the south side of Coal Creek Road starting at 300 West and going 80 feet to the west;
17. on the west side of 450 West starting at 245 South and going to 280 South;
18. on the west side of Cove Drive from the trail crosswalk 30 feet to the north, and on the east side of Cove Drive from the trail crosswalk 30 feet to the south;
19. along the southerly half of Lot 1 on Eagle Ridge Drive in the Canyon at Eagle Ridge Phase 2 subdivision; and
20. on the south side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the crosswalk 20 feet to the east and 20 feet to the west, and on the north side of 800 South from the east parking lot entrance 50 feet to the east.
21. Beginning at the intersection of Royal Hunte Drive and Sage Drive and extending east/northeast along the south and east side of Sage Drive to the Pioneer Center PUD entrance and extending east/northeast along the north

- and west side of Sage Drive to Regency Road.
22. on the south side of Harding Avenue between 100 West and Main Street with a loading zone of 40 feet placed on the north side of Harding Avenue beginning 35 feet east of 100 West extending to 75 feet east of 100 West.
 23. on the west side of 500 West beginning 125 feet north of 200 North extending 175 feet north of 200 North.
 24. on the west side of 400 East beginning at the south edge of the driveway entrance into East Gate PUD Unit 2 and extending 50 feet south of the driveway entrance.
- C. The following areas shall have the following restrictions on parking, stopping, and standing:
1. on the east side of the street in front of the County office building located at 82 North and 100 East fifteen (15) minute parking only;
 2. student pick up and drop off only between 8:30 a.m. and 4 p.m. along 400 South adjacent to South Elementary;
 3. from 1 p.m. to 4 p.m. Monday through Friday on the north side of 200 North extending from 600 West to 500 West; and the east side of 600 West extending 185 feet north from the intersection of 200 North and 600 West; and
 4. student pick up and drop off only between 8:00 a.m. and 4 p.m. along the northside of 70 South (College Avenue) for 400 feet, with approximately 200 feet going west of 300 East and 200 feet going east of 300 East.

AMENDED BY CEDAR CITY ORDINANCE NO. 0112-11, 0209-11, 1023-13, 1211-13, 0611-14, 0813-14-1, 0708-15, 0921-16-1, 0208-17-1, 0913-17, 0927-17-1, 0124-18-1, 0725-18-2, 0626-19-1, 0129-20, 0708-20-8, 1028-20-1, 0324-21-1, 0713-22-9, 0914-22, and 1214-22.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Hartley	_____	_____	_____	_____
Isom	_____	_____	_____	_____
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____

Presiding Officer

Attest

Garth O. Green, MAYOR, Cedar City

RENON SAVAGE, RECORDER,
Cedar City

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 3
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: January 18, 2023

Subject: **Consider UDOT cost proposals for engineering and environmental work on the Industrial Road Improvements Project.**

Discussion: This project involves improvements along Industrial Road from 300 West to Airport Road. The project involves widening the existing roadway, constructing a paved trail along the old railroad bed, historical elements, utility upgrades, landscaping, and other work that will significantly enhance and improve this important transportation corridor.

Federal funding in the amount of \$3,217,484 has been secured and the funding is being administered by UDOT.

As part of the UDOT process, there are 2 contracts that are needed in order to complete the design and prepare the project for bidding.

1. Preconstruction engineering services.
2. Environmental and public involvement.

Since the amount of the preconstruction engineering services contract was anticipated to be less than \$250,000, these services can be provided under a "small purchase" cap and the selection process does not require proposals. UDOT provided a list of 3 consultants who they felt would provide quality engineering services at the best price.

The following are the 3 consultants who were recommended by UDOT for preconstruction engineering services:

1. Mainline Engineering (located in St. George)
2. O'Neill and Company (located in Salt Lake City)
3. Jones & DeMille Engineering (located in Richfield)

UDOT's top recommendation for preconstruction engineering services is Mainline Engineering. An initial cost proposal was provided by Mainline Engineering in the amount of \$176,619.72. However, this proposal is currently being amended to add the design of landscaping, irrigation, and trailhead elements. A copy of Mainline Engineering's proposal is included with this information sheet.

UDOT's recommendation for the Environmental and Public Information contract is Sunrise Engineering who has a local office in Cedar City. A cost proposal has been provided by Sunrise Engineering in the amount of \$31,695.34. A copy of Sunrise Engineering's proposal is included with this information sheet.

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

**Industrial Road Improvements Project Funding
(Account #26-40-739)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding –</u>			
Federal funding through UDOT	\$3,217,484		
Industrial Road/Railroad – Acct #26-40-739	\$103,000		
<u>Expenses –</u>			
Preconstruction engineering services - Mainline (approx.)		(\$185,000)	
Environmental and public involvement - Sunrise		(\$31,695)	
Construction cost (estimate)		(\$3,554,000)	
Water improvements (estimate)		(\$270,000)	
Sewer improvements (estimate)		(\$40,000)	
Construction engineering (estimate)		(\$375,000)	
Contingency/Incentives (estimate)		(\$263,000)	
Totals –	\$3,320,484	(\$4,718,695)	(\$1,398,211)

The construction cost estimate above includes the following items:

1. Road widening to allow for 3 lanes (2 travel lanes and a center turn lane), paved shoulders, connections to existing streets, curb & gutter on south side, and street lights.
2. 10-foot wide paved trail with signs, crosswalks, and trail lighting.

3. Historical elements, including relocation of the Fort Cedar monument and preservation of the 1923 concrete drainage headwall.
4. Drainage improvements.
5. Landscaping and irrigation improvements.
6. Trailhead restroom and parking lot.
7. Coordination with Rocky Mountain Power to relocate the existing power poles.

Items that are not included in the cost estimate above:

1. Pollinator garden, pump track, etc.

The landscaping and trailhead elements are not currently included in Mainline Engineering's cost proposal. However, Mainline has been requested to add the landscaping, irrigation, trailhead restroom, and trailhead parking lot into their cost proposal. At this point, they are not recommending adding the pollinator garden and pump track into the design contract. These are specialized design elements that would likely push the cost above the \$250,000 threshold and they are items that would likely benefit from being done outside the federal funding. A revised proposal will be presented to the City Council at the work meeting.

There are several reasons for the increased cost of the project that is shown on the funding chart. Federal funding has many strings attached including Davis-Bacon wages, additional engineering requirements, etc. In addition, since the initial proposal was submitted, the construction industry has seen significant inflationary pressures.

Next month, the City will be starting the budget process. There are possible funding sources to cover the additional costs such as water impact fees, transportation impact fees, and park impact fees. Proposals will be made in the budget process to recommend including additional funds for the project in the upcoming budget year.

Please consider whether to approve moving forward with Mainline Engineering and Sunrise Engineering as the consultants for the project based on their cost proposals.

Industrial Road Improvement Project PIN 20484

Executive Summary

Mainline Engineering (Mainline) will provide preconstruction engineering services following the current UDOT Design Process to assist Cedar City and UDOT Region 4 in the preparation of advertising documents for the roadway widening of Industrial Road in Cedar City, Utah. The project will widen Industrial Road from Airport Road at the west end to Coal Creek Road at the east end.

The scope includes the following primary objectives:

- roadway widening to the south for a three-lane pavement section
- storm drain improvements to facilitate drainage in the widened roadway
- multi-use trail following the abandoned railroad bed

Mainline will perform design engineering services following the guidelines of the current Utah Department of Transportation Project Delivery Network. The design provided will meet the current applicable specifications found in the AASHTO "A Policy on Geometric Design of Highways and Streets", UDOT Standards, and the Utah Manual on Uniform Traffic Control Devices.

The final deliverable will include a complete advertising document set and 11x17 plans. Mainline will also provide design support throughout construction but will not provide construction management or inspection services.

Project Team

Mainline will be the prime and will be supported by Landmark Testing & Engineering who will provide soil investigation and pavement design support and by R&B Surveying who will review the existing survey and stamp/sign the Survey Control sheet.

Assumptions/Unknowns

General Assumptions

- AutoCAD Civil 3D will be used for design of the project as requested by Cedar City.
- Cedar City will provide the CADD files used to prepare the previous project plans including base files and sheet files.
- This contract does not include the design of any miscellaneous City or University facilities including the planned pollinator garden, linear park facilities, or bike pump track. Utility stub outs for these future facilities will be included in the design.
- A relocation plan (single plan sheet) will be provided for the Cedar Fort Monument. The relocation plan will include grading design, foundation, and general aesthetic finishes. The design will also protect the 1923 concrete drainage headwall in-place.
- Plan sheets will include TS (Typical Sections), SM (Summaries), DT (Details), RMV (removals), PP (Plan and Profile), SS (Signing & Striping). No separate plan sheets will be provided for utility relocations or drainage improvements. These can be combined in the RMV and PP plans.
- Kickoff & Scoping meeting will be combined and will be held in-person in Cedar City. Geometry Review, Plan-in-Hand, and PS&E will be separate meetings and will be held in-person in Cedar City. Comment Resolution may be held electronically/virtually at the discretion of the City and Project Manager. Mainline will hold virtual check-in meetings with the UDOT PM and Cedar City PM every other week to track outstanding items and manage schedule.

Aesthetics Assumptions

- General seeding and temporary environmental controls will be included in the project plans. Detailed landscaping and/or irrigation plans will not be provided. Future stub outs for water, irrigation, and sewer services to serve future park facilities will be provided.

Survey/Mapping Assumptions

- Original topo points used to develop Ensign's roadway plans will be provided for use by Mainline and will be found to adequately meet UDOT's quality standards for horizontal and vertical tolerances.
- Mainline will perform a QC survey (not full topo) to check survey control and spot check topography for accuracy.
- A deviation will be approved to leave the project survey projection in the coordinate system used by Ensign for the previous project plans.

ITS Assumptions

- No ITS or ATMS infrastructure is included in the project.

Environmental Assumptions

- All environmental clearances will be completed by a separate consultant under a separate contract in conjunction with UDOT's environmental staff. Mainline will provide a draft Purpose & Need statement and draft Project Description.
- Any required specialty permits, including stream alteration permits, will be handled by the environmental consultant.

Geotechnical & Materials Assumptions

- UDOT ME software license is available through central materials to prepare the pavement design.
- The soil investigation completed by Landmark will be limited to test pits (no boring) and a Geotech report providing the necessary values to complete the ME pavement design.
- Landmark will sample materials from Cedar City's pit and will perform lab testing to determine if the materials meet minimum specification requirements for untreated base course and granular borrow.

Right-of-Way Assumptions

- Cedar City currently owns all right-of-way necessary to construct the project.
- Union Pacific no longer owns right-of-way or easements encumbering the abandoned railroad bed where the trail is proposed.
- Ensign's base files include existing property and right-of-way lines. With the exception of spot checks on legal descriptions, all existing property and right-of-way linework can be used as received from the City.

Public Involvement Assumptions

- Cedar City staff will assist with Public Involvement activities during design. Mainline will attend up to four in-person property owner meetings as requested by the City.

Drainage Assumptions

- Existing drainage patterns will be generally maintained. Mainline will convert all above ground ditches to a storm drain network to maintain existing drainage patterns.
- Current plans do not include detention or retention facilities. Mainline will complete a Storm Water Quality analysis and work with the city to determine if new detention and/or retention facilities will be required.
- A drainage memo will be prepared but a full drainage report and/or study will not be required.
- Drainage improvements will not extend beyond the limits of the roadway improvements to the west and east end of the project.

Roadway Assumptions

- All existing pavement will be left in place. Widening will be to the south and frontage improvements will be limited to physical improvements along the south roadway edge. The proposed roadway section will be a 3-lane section with shoulder widths to be determined.
- A trail will be designed to occupy the existing raised railroad bed and will generally follow the existing grade.

Structures Assumptions

- All proposed improvements can be accommodated under the existing I-15 overhead bridge structure. No analysis of the existing structure or modifications to the structure will be required.
- No structural design will be required. Standard UDOT or Cedar City end sections, headwalls, and catch basins can be used for all drainage infrastructure. Retaining walls under 4 feet will be included in design details.

Traffic & Safety Assumptions

- Lane widths, shoulder widths, and roadside slopes will meet current safety standards included in UDOT's RDM drawings.
- A formal Traffic Management Plan (TMP) will not be required. A separate MOT meeting will be held to discuss MOT strategies, but the results can be described as part of the Limitations of Operations in 00555M.

Utilities Assumptions

- Existing utility linework shown in Ensign's base files can be utilized to understand utility conflicts. No SUE investigation will be required.
- Mainline will request Level D mapping from utility companies to confirm the linework shown in the base files from Cedar City.
- Mainline will coordinate with Rocky Mountain Power to facilitate necessary relocations under Cedar City's Franchise Agreement. No other utility relocations are anticipated.
- No new street lighting circuit will be required. If included in the project, the layout and design will be provided by the power service provider.
- Mainline will design culinary water and sanitary sewer modifications and relocations necessitated by the roadway design.

Construction Support Assumptions

- Mainline will answer questions during the advertising phase and will prepare any required addendums.
- Mainline will attend the pre-construction and post-construction meetings.
- Mainline will be available for questions related to design-intent by phone or email throughout construction but will not attend any weekly construction meetings or provide onsite construction support.

Phasing

No phasing of this contract is anticipated.

Contract Type

This contract will be tracked and billed as a Cost Plus Fixed Fee contract.

DETAILED LABOR ESTIMATE
Industrial Road Improvement Project | PIN 20484
UDOT Region 4 & Cedar City

Activity ID	Activity Description	Project Manager	Project Engineer	QA Auditor	Project Engineer	Total
		Taylor Ricks	Phil Giles	Samuel Roth	Kayde Roberts	
1V1	Kickoff & Scoping Meeting (and Field Visit)	6	5			11
1B1	Develop Base Mapping/Existing Surface	8	12		8	28
1E1	Assess Environmental Needs (CatX)	2			2	4
1G1	Conduct Preliminary Geotechnical Investigation	2				2
1J1	Identify Existing Right-of-Way	4	8		12	24
1Q1	Assess Existing Drainage Conditions	4	4		8	16
1R1	Develop Roadway Scope	4	4		12	20
1Y1	Develop Project Design Criteria (PDC)	2	4		6	12
2E1	Analyze Environmental Resources	2			2	4
2M1	Develop Pavement Design and Report	6	7			13
2Q1	Develop Initial Drainage Design	16	24			40
2R1	Model Initial Roadway Design	16	24			40
2U1	Utility & Railroad Identification	2	2		6	10
2Y1	Prepare/Compile Geometry Review Package	2	2	2	2	8
2V1	Geometry Review Meeting	4	4			8
3E1	Write Categorical Exclusion Document	2	1		3	6
3G1	Conduct Geotechnical Investigation	2				2
3G2	Conduct Geotechnical Testing	1				1
3Q1	Complete Roadway Drainage Design	12	16		16	44
3R1	Complete Roadway Design	60	40		40	140
3R2	Complete Signing and Striping Design	10	12		10	32
3U1	Identify Potential Utility Conflicts	2	2		6	10
3U2	Initial Design Utility Coordination	2	6		4	12
3U4	Complete Utility and Railroad Designs	8	20		16	44
3Y1	Prepare/Compile Plan-in-Hand Review Package	4	4	2	4	14
3V1	Plan-in-Hand Meeting	4	4			8
4A1	Complete Erosion & Sediment Control Plans & Docu	12	16		32	60
4G1	Complete Geotechnical Design and Draft Report	3				3
4G3	Finalize Geotechnical Report	1				1
4Q1	Complete Drainage Plan Sheets & Documents	16	12		12	40
4R1	Complete Roadway Plans and Documents	40	40		60	140
4R2	Complete Signing and Striping Plans and Documents	4	8		40	52
4U1	Final Design Utility Coordination	2	6		8	16
4U2	Prepare & Obtain Utility and Railroad Easements/Per	4	4			8
4U3	Complete Utility & Railroad Plans & Documents	8	16		16	40
4Y1	Prepare/Compile PS&E Package	8	8	2	8	26
4V1	Plans Specifications & Estimate (PS&E) Meeting	5	5			10
5A1	Prepare SWPPP Package for Construction	2	2	6		10
5Y1	Incorporate PS&E Review Comments	24	24		12	60
5V1	Comment Resolution Meeting	3	3			6
5Z1	Project Management	16	4			20
5Z2	Prepare, Submit, and Process for Advertisement	12	8	2	2	24
6R1	Design Support During Construction	18			6	24
Total		365	361	14	353	1,093
Summary of Billable Hours		\$49,567.41	\$49,024.20	\$1,754.97	\$47,937.80	\$148,284.38

Mainline Engineering		
Design Engineering Cost Proposal Industrial Road Improvement Project PIN 20484 UDOT Region 4 & Cedar City		
DIRECT LABOR EXPENSES		
LABOR	HOURS	AMOUNT
DESCRIPTION		
Project Manager - Taylor Ricks	365	\$23,725.00
Project Engineer - Phil Giles	361	\$23,465.00
QA Auditor - Samuel Roth	14	\$840.00
Project Engineer - Kayde Roberts	353	\$22,945.00
-	0	\$0.00
-	0	\$0.00
-	0	\$0.00
-	0	\$0.00
-	0	\$0.00
Total Labor		\$70,984.00
Overhead		\$61,429.55
Fixed Fee		\$15,889.63
Labor Subtotal		\$148,303.18

DIRECT EXPENSES			
DESCRIPTION	RATE	QTY	\$ AMOUNT
Mileage	\$0.625	1100	\$687.50
Per Diem	\$55.00	0	\$0.00
Partial Per Diem	\$41.25	0	\$0.00
Lodging	\$112.19	0	\$0.00
Direct Expenses			\$687.50

SUBCONSULTANT(S) EXPENSE			
Landmark Testing & Engineering			\$25,629.04
R&B Surveying			\$2,000.00
Total Subconsultant			\$27,629.04

TOTAL COSTS	\$176,619.72
-------------	--------------

[illegible]

[illegible]

1B1 DEVELOP BASE MAPPING/EXISTING SURFACE

OVERVIEW

Mainline Engineering and R&B Surveying will perform quality control survey checks of the existing topography and control points provided by Cedar City to ensure they meet UDOT requirements. Based on the outcome of this effort, Mainline will incorporate any necessary changes into the existing topo drawing.

DELIVERABLES

- Preliminary Footprint and Base Mapping
- Verification of field data, measurements
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1E1 ASSESS ENVIRONMENTAL NEEDS (CATX)

OVERVIEW

Mainline will provide information to UDOT's environmental consultant including a footprint of anticipated impact limits, draft Purpose & Need, and draft project description.

DELIVERABLES

- Purpose & Need
- Project Description
- Area of Potential Effect
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1G1 CONDUCT PRELIMINARY GEOTECHNICAL INVESTIGATION

OVERVIEW

Mainline will coordinate with Landmark Testing and Engineering on test pit locations to ensure a representative sample is obtained at various locations along the corridor.

DELIVERABLES

- Test pit locations
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1J1 IDENTIFY EXISTING RIGHT-OF-WAY

OVERVIEW

Mainline will confirm that existing property lines provided by the City accurately reflected record documents obtained from the County Recorder. It is assumed that Cedar City owns all property necessary to construction he project.

DELIVERABLES

- Existing ROW base file
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1Q1 ASSESS EXISTING DRAINAGE CONDITIONS

OVERVIEW

Mainline will review the existing drainage conditions including a field review and develop recommendations for improvements. Drainage needs will be coordinated with maintenance personnel.

DELIVERABLES

- Preliminary Drainage Summary
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1R1 DEVELOP ROADWAY SCOPE

OVERVIEW

Mainline will work with UDOT and Cedar City to finalize the scope and preliminary project footprint of the planned roadway improvements.

DELIVERABLES

- Preliminary Footprint Review Drawing
- Verification of field data and measurements
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

1Y1 DEVELOP PROJECT DESIGN CRITERIA (PDC)

OVERVIEW

Mainline will develop the Project Design Criteria (PDC) and coordinate with Design Oversight and preconstruction personnel to ensure accuracy.

DELIVERABLES

- Complete PDC Form
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2E1 ANALYZE ENVIRONMENTAL RESOURCES

OVERVIEW

Mainline will coordinate preliminary improvements with UDOT's environmental consultant. The environmental consultant will identify any sensitive resource locations that should be considered for avoidance or mitigation by the design team.

DELIVERABLES

- Environmental Resource Locations
- Environmental Clearance Memos
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2M1 DEVELOP PAVEMENT DESIGN AND REPORT

OVERVIEW

Mainline will work with Landmark Testing & Engineering to obtain soil data and develop a pavement design using the MEPDG pavement software. The pavement design will be coordinated with Cody Marchant to gain concurrence.

DELIVERABLES

- Soil investigation report
- Pavement design
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2Q1 DEVELOP INITIAL DRAINAGE DESIGN

OVERVIEW

Mainline will develop the preliminary drainage design including performing a hydrologic and hydraulic analysis.

DELIVERABLES

- Initial Drainage Design Layout
- Preliminary Drainage Cost Estimate
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2R1 MODEL INITIAL ROADWAY DESIGN

OVERVIEW

Mainline will run preliminary roadway models to generate initial material quantities, impact limits, and produce a roadway review scroll plot.

DELIVERABLES

- Roadway Review Scroll Plot
- Preliminary Quantities
- QC Documentation

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2U1 UTILITY & RAILROAD IDENTIFICATION

OVERVIEW

Mainline will work with the UDOT Region Utility Coordinator, to identify utility owners within the project corridor and to communicate the planned project improvements with these owners.

DELIVERABLES

- Preliminary Utility Conflict Matrix/Summary
- Contact Utility Companies for mapping
- QC Documentation

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2Y1 PREPARE/COMPILE GEOMETRY REVIEW PACKAGE

OVERVIEW

Mainline will compile the project cost estimate and all discipline deliverables into the Geometry Review Package.

DELIVERABLES

- Updated Engineer's Estimate
- PDC for Review
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

2V1 GEOMETRY REVIEW MEETING

OVERVIEW

Mainline will work with the UDOT and Cedar City PMs to schedule and hold the Geometry Review Meeting. The meeting is to review the recommended roadway alignments consistency, accuracy, and constructability within the project scope and discuss available funding.

DELIVERABLES

- Geometry Review Meeting Agenda
- Geometry Review Meeting Notes
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3E1 WRITE CATEGORICAL EXCLUSION DOCUMENT

OVERVIEW

Mainline will provide input to UDOT's environmental consultant regarding final planned improvements for incorporation into the Categorical Exclusion.

DELIVERABLES

- Categorical Exclusion
- QC Documentation

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3G1 CONDUCT GEOTECHNICAL INVESTIGATION

OVERVIEW

Mainline will be available during the process of the investigation to answer any questions Landmark field crews have regarding proposed improvements.

DELIVERABLES

- Notes regarding conversations or coordination
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3G2 CONDUCT GEOTECHNICAL TESTING

OVERVIEW

Mainline will be available during the process of soil sampling and testing to answer any questions
Landmark lab crews have regarding proposed improvements.

DELIVERABLES

- Notes regarding conversations or coordination
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3Q1 COMPLETE ROADWAY DRAINAGE DESIGN

OVERVIEW

Mainline will complete the design of the roadway drainage and open channel drainage features which will feed into the greater storm drain network.

DELIVERABLES

- Drainage Design CADD file
- Preliminary Drainage Plan and Profile Sheets
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3R1 COMPLETE ROADWAY DESIGN

OVERVIEW

Mainline will prepare the necessary roadway design elements. This will include the roadway widening model, curb, gutter, sidewalk, traffic and safety elements, and other roadway elements affected by the widening. Mainline will also update the Engineer's Estimate.

DELIVERABLES

- Preliminary Roadway Plan and Profile Sheets
- Preliminary Typical Section Plan Sheets
- Roadway Cost Estimate
- QC Documentation
- Updated PDC

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3R2 COMPLETE SIGNING AND STRIPING DESIGN

OVERVIEW

Mainline will document and inventory all existing signing and striping along the project to quantify these elements and determine whether existing elements meet current standards. Elements that do not meet standard will be recommended for replacement. Using the roadway model as a guide, Mainline will develop the signing and striping design for the widening portion of the project and will develop preliminary signing, striping, and MOT plan sheets.

DELIVERABLES

- Signing and Striping Quantities
- Preliminary Signing and Striping Plan Sheets
- Signing, Striping, and MOT Cost Estimates
- QC Documentation

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3U1 IDENTIFY POTENTIAL UTILITY CONFLICTS

OVERVIEW

Mainline will identify potential utility conflicts through coordination with utility owners and designers. Coordination will be made through mapping efforts and communication with utility owners.

DELIVERABLES

- Updated Utility Conflict Matrix/Summary
- Utility Company Mapping (Level D)
- List of Potential Conflicts
- QC Documentation

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3U2 INITIAL DESIGN UTILITY COORDINATION

OVERVIEW

Mainline will conduct a utility design meeting with affected utilities to facilitate relocation or avoidance solutions. Facilitate the development of utility owner relocation plans.

DELIVERABLES

- Revised Utility Conflict Matrix/Summary
- Utility Company Plans, Schedules, and Cost Estimates Request
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3U4 COMPLETE UTILITY AND RAILROAD DESIGNS

OVERVIEW

Mainline will complete utility relocation designs for all utility relocations for which UDOT or Cedar City is responsible. Develop preliminary utility relocation plan sheets and cost estimate.

DELIVERABLES

- Preliminary Utility Relocation Plan Sheets
- Utility Relocation Cost Estimate
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3Y1 PREPARE/COMPILE PLAN-IN-HAND REVIEW PACKAGE

OVERVIEW

Mainline will compile the Geometry Review comment resolution form, project cost estimate, and all discipline deliverables into one Plan-in-Hand review package. The package will be sent to all project team members for review.

DELIVERABLES

- Geometry Review Comment Resolution Form with responses to all comments
- Plan-in-Hand Review Package
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

3V1 PLAN-IN-HAND REVIEW MEETING

OVERVIEW

The purpose of this activity is to ensure that all designed improvements comply with the approved scope and review questions/risks identified during preliminary layout and design. The current estimate will also be reviewed to ensure compatibility with available funding requirements. Mainline will coordinate with the UDOT Region 4 Project Manager to schedule and hold the meeting and invite applicable project team members.

DELIVERABLES

- Meeting Agenda
- Distributed Review Material
- Meeting Notes
- QC Documentation

4A1 COMPLETE EROSION & SEDIMENT CONTROL PLANS & DOCUMENTS

OVERVIEW

Mainline will develop the project erosion and sediment control design, plans, and summaries. Prepare and assemble erosion and sediment control project documents including plans, special provisions, and Engineer's Estimate in Masterworks.

DELIVERABLES

- Erosion and Sediment Control Plans
- Erosion and Sediment Control Cost Estimate
- Erosion and Sediment Control Project Documents
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4G1 COMPLETE GEOTECHNICAL DESIGN & DRAFT REPORT

OVERVIEW

Mainline will review the draft report and provide feedback or questions regarding the recommendations.

DELIVERABLES

- Redlined draft report
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4G3 FINALIZE GEOTECHNICAL REPORT

OVERVIEW

Mainline will upload the final Geotech report to ProjectWise and will distribute the report to the project team.

DELIVERABLES

- Final report
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4Q1 COMPLETE DRAINAGE PLAN SHEETS & DOCUMENTS

OVERVIEW

Mainline will revise the drainage design based on the plan-in-hand review, complete the drainage plan set, and complete the drainage documents including special provisions.

DELIVERABLES

- Drainage Plan Sheets
- Drainage Cost Estimate
- Drainage Project Documents
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4R1 COMPLETE ROADWAY PLANS & DOCUMENTS

OVERVIEW

Mainline will complete the roadway plan sheets (11 x 17) including typical sections, roadway plan sheets, details, summaries, and location map. Mainline will also prepare and assemble roadway project documents including any special provisions, measurement and payment, and final engineer's estimate.

DELIVERABLES

- Comment Resolution Form
- Construction Plans
- Roadway Project Documents
- QC Documentation

TASKS

Mainline will perform the following tasks as part of this activity:

Complete Typical Section Sheets

- Finalize typical section sheets.

Complete Roadway Detail and Plan Sheets

- Complete all plan layout and details necessary for construction of the project.

Upload Roadway Estimate to MasterWorks

- Complete Engineer's Estimate in MasterWorks

Develop Roadway Project Documents

Provide all special provisions required for project construction including:

- Project Specific Special Provisions
- Department Special Provisions and Supplemental Specifications

Use MasterWorks to generate the following:

- Final Roadway Estimate
- Final Item Detail and Summary Reports
- M&P, A&D

Table of Contents

Submit Deviation from Standards for Approval

Mainline will complete and submit deviation from standards forms. Mainline will work with the Region Preconstruction Engineer to obtain approvals.

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4R2 COMPLETE SIGNING AND STRIPING PLANS AND DOCUMENTS

OVERVIEW

Following UDOT CADD and Plan Sheet Standards, Mainline will finalize the signing and striping plan set and create summary sheets, finalize the Maintenance-of-Traffic (MOT) design and plans, and prepare and assemble the signing, striping, and MOT project documents including M&P, special provisions, and final cost estimate.

DELIVERABLES

- Signing and Striping Plan Sheets
- Signing, Striping, and MOT Cost Estimate
- Signing, Striping, and MOT Project Documents
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4U1 FINAL DESIGN UTILITY COORDINATION

OVERVIEW

Mainline will complete final coordination with utility owners and provide guidance and information to complete utility relocation plans. Mainline will work with the UDOT PM and Region Utility Coordinator to hold a meeting to resolve any remaining conflicts and prepare for the construction stage.

DELIVERABLES

- Utility Company Plans, Schedules, and Cost Estimates
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4U2 PREPARE & OBTAIN UTILITY AND RAILROAD EASEMENTS/PERMITS

OVERVIEW

Mainline will assist UDOT and utilities to prepare and obtain Individual Utility Agreements, Cooperative Agreements, Construction and Maintenance Agreement, and Permits required for project advertisement and construction.

DELIVERABLES

- Executed Utility Agreements
- Authorizations to Proceed with Work for Utility Companies
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4U3 COMPLETE UTILITY & RAILROAD PLANS & DOCUMENTS

OVERVIEW

Mainline will complete utility plans and documents as necessary for any relocations within the right-of-way.

DELIVERABLES

- Utility Relocation Plan Sheets
- Utility Relocation Cost Estimate and Project Documents
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4Y1 PREPARE/COMPILE PS&E REVIEW PACKAGE

OVERVIEW

Mainline will compile the comment resolution form, final plan sheets, project cost estimate, and all discipline review materials to produce the PS&E Review Package. Mainline will distribute the package to all meeting attendees and reviewers a minimum of two weeks prior to the PS&E Review Meeting (4V1).

DELIVERABLES

- Comment Resolution Form
- Plan Set Sheets
- Project Cost Estimate
- Special Provisions
- PS&E Review Package
- QC Documentation

Initiate PS&E Internal QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

4V1 PLANS, SPECIFICATIONS & ESTIMATE (PS&E) REVIEW MEETING

OVERVIEW

The purpose of this activity is to ensure that the elements provided in the plan sheets and advertising documents are consistent with the project scope and available funding requirements. Mainline will coordinate with the UDOT Region 4 Project Manager to schedule and hold the meeting and invite applicable project team members.

DELIVERABLES

- Meeting Agenda
- Distributed Review Material
- Meeting Notes
- QC Documentation

TASKS

Mainline will perform the following tasks as part of this activity:

Prepare Meeting Agenda

Arrange the location and time of the meeting. Prepare the meeting agenda. Coordinate with all designers to prepare agenda.

Distribute Review Material

Distribute all review materials and meeting agenda.

Invite Meeting Attendees

Invite all team members, reviewers, and additional attendees. Verify all attendees received copies of review materials. Include the agenda with the invitation.

Hold Meeting

Hold meeting according to the agenda. It is anticipated that this meeting will be held in Cedar City.

Prepare Meeting Notes

Capture all decisions made and create an action item list. Distribute the meeting notes to all meeting invitees.

Compile Review Meeting Comments

Each discipline lead is responsible to gather discipline related review comments at the meeting. Add review meeting comments to the discipline comment resolution form.

5A1 PREPARE SWPPP PACKAGE FOR CONSTRUCTION

OVERVIEW

Mainline will prepare the SWPPP package and submit to the Resident Engineer. Mainline will request a review from the Region Stormwater Coordinator and resolve any comments.

DELIVERABLES

- SWPPP Package
- QC/QA documentation including checklists and/or QC'd deliverables

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

5Y1 INCORPORATE PS&E REVIEW COMMENTS

OVERVIEW

Mainline will make revisions based on comments made during the PS&E Review.

DELIVERABLES

- PS&E Comment Resolution Form
- Final Plan Set & Project Documents Package
- QC Documentation

TASKS

Mainline will perform the following tasks as part of this activity:

Compile and Distribute Comment Resolution Form

Compile all discipline comment resolution responses into one form.

Address and Incorporate PS&E Review Comments

Coordinate with each discipline to incorporate the PS&E review comments, as needed.

- Address all review comments
- Revise plans and project documents based on review comments

Revise Project Cost Estimate

Based on revisions made to the design, coordinate with each discipline to revise the project cost estimate.

Compile Final Plan Set and Project Document Package

Coordinate with the project team members to finalize the plan set and project documents for advertisement.

Initiate QC Review

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

5V1 COMMENT RESOLUTION MEETING

OVERVIEW

This review meeting is to review the final comment resolution form. At the completion of this activity, all comment resolutions will be accepted by the respective reviewer. There will be no review of the plans other than spot checks of proper comment incorporation. Mainline will coordinate and distribute the materials for the review. This review may be held electronically at the discretion of the UDOT PM. The format of the meeting will be determined at PS&E

DELIVERABLES

- Revised Comment Resolution Form
- Revised Plan Sheets and Documents
- QC Documentation

Initiate QC Review (If Needed)

Initiate the QC Review in accordance with *UDOT QC/QA Procedures* and supplemental information in *UDOT Project Delivery Network QC/QA Checklists* before distribution.

- Provide Checker with check prints of each deliverable and supporting documentation
- Complete revisions based on QC review comments
- Complete QC Checklist and distribute to ProjectWise

5Z1 PROJECT MANAGEMENT

OVERVIEW

Mainline will manage the project progress and project team throughout the duration of the design. The Mainline Project Manager will update schedule, coordinate and oversee meetings, and record meeting minutes and project progress throughout the project.

DELIVERABLES

- Team Meetings and Meeting Notes
- Update Schedule in MS Project
- Project Responsibility Chart
- Process Invoices

5Z2 PREPARE, SUBMIT, AND PROCESS FOR ADVERTISEMENT

OVERVIEW

Mainline will perform the final project coordination, compile the final project documents, and submit the project for advertisement.

DELIVERABLES

- Complete Advertising Package
- Advertising certs
- Advertising Checklist
- Change Order Checklist
- Risk Assessment Checklist and Risk Management Memo

TASKS

Mainline will perform the following tasks as part of this activity:

Obtain and Complete Advertising Checklist

Obtain and Complete Region Change Order Checklist

Assemble Advertising Package

Assemble final package for advertisement.

Process Advertising Package

Work with Region to process the advertising package

6R1 DESIGN SUPPORT DURING CONSTRUCTION

Mainline will be available during construction to answer questions related to design intent and the project documents. Mainline will also review the bid tab and confer with the project manager on the recommendation of award.

UDOT CMS Cost Proposal

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
ANDERSON, DEREK	ENGINEER III	6	\$67.00	\$402.00
DAVIES, RENEE	OFFICE MANAGER	4	\$33.42	\$133.68
PUTZKE, JEFF	PUBLIC INFO/COMM MANAGER	65	\$39.02	\$2,536.30
SMITH, RANDY	TRANSPORTATION MANAGER	4	\$72.88	\$291.52
YANG, DOW	ENGINEER IV	52	\$56.87	\$2,957.24
Total Hours:		131		
Total Direct Labor:				\$6,320.74
Overhead:			172.88%	\$10,927.31
Total Direct Labor plus Overhead:				\$17,248.05
Fixed Fee:			11.00%	\$1,897.29
Burdened Labor Cost:				\$19,145.34
Other Direct Charges				
ODC Item	Unit of Measure	Qty	Item Cost	Extended Cost
FIELD CONSUMABLE SUPPLIES	EACH	250.0	\$1.000	\$250.00
Total Other Direct Charges:				\$250.00
Contracted Labor				
Contracted Labor Sub	Unit of Measure	Qty	Item Cost	Extended Cost
BIGHORN ARCHAEOLOGICAL CONSULTANTS LLC	EACH	12,300.0	\$1.000	\$12,300.00
Total Contracted Labor Charges:				\$12,300.00
Total Contract Cost:				\$31,695.34

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

[illegible]

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

[illegible]

SUNRISE ENGINEERING INC

Prime

UDOT CMS Contract Executive Summary

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

Brief Description

Sunrise will perform a Catx and public involvement for the extension for Brook Street / Lunt Circle Roads. This is in conjunction of the widening of the Industrial Road and Improvements including addition of bicycle and mutli-use trail.

Project Team

SUNRISE ENGINEERING - PRIME

BIGHORN ARCHAEOLOGICAL CONSULTANTS LLC - BIOLOGICAL & CULTURAL SURVEY

Assumptions

Needing to perform cultural survey and well as geotechnical investigation

Noise study not included

No public meeting included / flyer only

Phasing

No Phasing

Fee Type

Cost plus fixed fee

SUNRISE ENGINEERING INC

Prime

UDOT CMS Contract Work Plan

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

Activity: 3E1 - WRITE CATX DOCUMENT

3E1 Write Categorical Exclusion Document

Overview

Complete the categorical exclusion for the project.

References

- CATX Delegation Page
- ePM Screen 770
- UDOT Environmental Process Manual of Instruction
- UDOT Environmental Web Page
- UDOT Public Involvement Plan
- UDOT QC/QA Documentation

Deliverables

1. Prepare Categorical Exclusion

Tasks

- Coordinate with Agencies
- Perform Additional Studies
- Provide Environmental Resource Information
- Complete Categorical Exclusion Form in ePM

2. QC Documentation

Task

- Perform QC Review

Coordinate with Agencies

Coordinate with agencies regarding potentially impacted resources. Refer to the Environmental Process Manual of Instruction.

Perform Resource Impact Analysis

Prepare technical documentation for each environmental resource potentially impacted. The information is necessary to complete the environmental document. The results could include the identification of potential impacts, potential mitigation, and necessary permits. Refer to the Environmental Process Manual of Instruction for further information.

Provide Environmental Resource Information

Provide information about the environmental resource locations to the designers.

Complete Categorical Exclusion Form in ePM

Complete the environmental document form in ePM and attach all necessary documentation. Refer to the Environmental Process Manual of Instruction for more information. Ensure all applicable ePM sections are completed.

Perform QC Review

Perform the QC Review following the UDOT QC/QA Procedures and the Environmental Design QC Checklist **before** distribution.

- Provide the Checker with a check print of each deliverable and supporting documentation.
- Complete all necessary corrections from the QC check.
- Upload all QC documentation into ProjectWise and attribute it correctly before or at the distribution of the milestone review package.

Activity: 4P1 - REVISE/IMPLEMENT PUBLIC INVOLVEMENT PLAN

4P1 Revise/Implement Public Involvement Plan

Overview

Enhance or implement the project's PI plan to prepare for design based on the project needs. Activities during this phase set the stage for efficient and effective public outreach.

References

Travel and assist in facilitating a single city council meeting.

Develop a flyer that demonstrates project reconstructive plans and objectives, timeline and public benefits

Travel, flyer canvassing and discussion with adjoining residential subdivisions/businesses within a reasonable reach from the project route.

Identify as point-of-contact for public feedback and inquiry throughout pre-construction Cat-Ex period. This includes managing a flyer advertised public phone number and email address and recording feedback. Log public input on a stakeholder registry.

Provide availability for project team meetings and develop reporting on any public feedback as a result of flyer distribution.

UDOT CMS Staffing Plan

Contract Number:	NEW	Mod:		Project Number:	F-R499(450)	PIN:	20484
UDOT Primary Contact:	Devin Squire						
PIN Description:	Industrial Road Improvement Project						

[illegible]

ID	Task Name	Resource Names	Duration	Start	Finish	Dec 11, '22 Dec 18, '22 Dec 25, '22 Jan 1, '23 Jan 8, '23 Jan 15, '23 Jan 22, '23 Jan 29, '23 Feb 5, '23 Feb 12, '23 Feb 19, '23 Feb 26, '23 Mar 5, '23 Mar 12, '23 Mar 19, '23														
1	Consultant NTP		1 day	Mon 12/19/22	Mon 12/19/22	■														
2	Write Catx		60 days	Mon 1/9/23	Thu 3/9/23	■														
3	Public Involvement Plan		80 days	Mon 1/30/23	Wed 4/19/23	■														

CEDAR CITY COUNCIL
AGENDA ITEMS - 4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: January 12, 2023

SUBJECT: Chapter 26 Article III – Downtown Commercial (DC) Zone

DISCUSSION:

Several weeks ago, the Historic Downtown Economic Committee recommended several changes to the permitted uses in the DC zone. Based on various concerns pertaining to these proposed changes, the City Council voted on December 14, 2022, to table this matter to January 18, 2023. The intent in tabling this matter was to give the Committee additional time to vet the proposed changes. It is my understanding that the Committee would like additional time and will request at the January 18, 2023 meeting that the proposal be kicked back to the Committee for further reexamination. For your convenience, I've included in the packet the original proposed ordinance from the December 14, 2022, meeting.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 26 ARTICLE III OF THE ORDINANCE OF CEDAR CITY, UTAH, RELATED TO THE DOWNTOWN COMMERCIAL ZONE.

WHEREAS, Cedar City has adopted Chapter 26 of the ordinance of Cedar City, Utah, and said provisions regarding the City's Planning and Zoning; and

WHEREAS, Cedar City has the legal authority to adopt ordinances for the benefit of the City and its citizens; and

WHEREAS, the Cedar City Council desires to update and amend Chapter 26, Article III, of the Cedar City Ordinances entitled "Zones"; and

WHEREAS, the purpose of the ordinance revision is to update what uses are compatible and desirable to the City's Downtown Commercial Zone in order to recognize the importance of this historic area; and

WHEREAS, in order to establish and maintain sound, stable and desirable development within Cedar City, the City must update its zoning ordinances from time to time; and

WHEREAS, as required by City ordinance, the Cedar City Planning Commission considered the proposed amendments and gave a positive recommendation to the proposals; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, convenience, order, appearance, prosperity, and general welfare of the landowners and citizens of Cedar City to amend the ordinance Chapter 26, Article III to update what uses are compatible and desirable to the City's Downtown Commercial Zone.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah that Chapter 26 Article III of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined red text and exclude all crossed out text:

SECTION 26-III-14. DC Downtown Commercial Zone.

(A) Objective and Characteristics: The Downtown area plays an important role in the overall history and character of the community. The DC Downtown Commercial Zone is established as a district that recognizes this character and historical significance. The primary uses in which the primary use of the land is not only for retail/business purposes but also for uses which create a sense of place for entertainment, housing, dining, and similar services. The area covered by this zone is intended to be the central retail, service and professional center of the City. For this reason, the zone has been located in the center part of the City where the street pattern makes the business buildings readily accessible to all parts of the community and the surrounding region. The area is intended to provide for a variety of community activities. The DC Zone is characterized by ~~wide,~~

clean, well-lighted tree-lined streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. Attractive, inviting and well-maintained shops, stores, offices, theater and cultural buildings, as well as multifamily residential dwellings (above the first floor) that represent the architectural history of the City are also characteristic of this zone. Representative of the uses in this zone are specialty retail, lodging, condo/apartments housing (not at ground level), professional offices, theaters, restaurants and a wide variety of retail outlets.

(B) Permitted Uses: See Section 26-III-21.

(C) Lot Area Requirements: There shall be no minimum lot area requirements for commercial lots used for a commercial use (including residential uses above the first floor and below grade) permitted in the zone except for gas pumps and off-street parking area requirements. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot area requirements shall be the same as for dwellings in the R-3 zone, except that no lot area requirements shall apply when the dwellings are located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the zone.

(D) Lot Width Requirements: There shall be no minimum lot width requirements for commercial lots used for a commercial use (including residential uses above the first floor or below grade) permitted in the zone except for gas pumps and off-street parking area requirements. For buildings arranged, intended, or designed exclusively for residential use, the minimum lot width requirements shall be the same as for dwellings in the R-3 zone, except that no lot width requirements shall apply when the dwellings are located above the ground floor and said ground floor is devoted exclusively to a commercial use permitted in the zone.

(E) Building Setback Requirements: Shall be the same as the R-3 Residential Zone.

(1) Side Setback: No side setback shall be required for commercial buildings having fire resistive walls in compliance with the Building Code except that all buildings adjacent to a lot zoned residential shall be set back at least twenty (20) feet from the lot line off the adjacent residential lot.

(2) Front Setback: No front setback shall be required for commercial buildings in this zone.

(3) Rear Setback: No rear setback shall be required for commercial buildings having fire resistant walls in compliance with the building code.

(4) Non Fire Resistant Building Setbacks: For non-fire resistant buildings, regulations as contained in said Building Code shall apply.

(5) Residential Use Building Setbacks: For buildings arranged, intended, or designed exclusively for residential use, the setback requirements shall be the same as for dwellings in the R-3 zone.

(F) Building Height Requirements: The maximum height of any building with a commercial use shall be fifty (50) feet. ~~except buildings arranged, intended, or designed exclusively for residential use, the maximum height requirement shall be the same as for dwellings in the R-3 zone.~~

(G) Building Size Requirements: No requirements.

(H) Special Provisions:

(1) All off-street parking space shall be hard surfaced.

(2) All merchandise, equipment, and other materials (except for vehicles in running order) shall be stored within an enclosed building or within a sight obscuring enclosure.

(3) No dust, odor, smoke, vibrations, or intermittent light, glare, or noise shall be emitted which is discernible beyond the premises.

(4) Landscaping - See Article VII, Landscaping

(I) Supplementary Regulations: See Article IV, Supplementary Regulations to all zones.

SECTION 26-III-21. Permitted and Conditional Uses.

The following list itemizes the various uses permitted in each type of commercial and industrial zone. Uses designated as "P" are permitted in that zone and those designated "N" are not allowed in the zone. Uses listed as "C" require a Conditional use Permit in accordance with Section 26-XI, and uses listed as "P2" are only allowed above the first floor (at grade) or in a basement (below grade). Refer to the Special Provisions and Supplementary Regulations section of each

zone for use with an Asterisk (*). Zones included here are: Mixed Use (MU); Central Commercial (CC); Downtown Commercial (DC); Highway Service (HS); Industrial & Manufacturing-1 (I&M-1); and Industrial & Manufacturing-2 (I&M-2).

	MU	CC	DC	HS	I&M -1	I&M- 2
Agricultural products or supplies (except large machinery)	N	P	N	P	P	P
Air conditioning sales & service	N	P	N	P	P	N
Airports	N	N	N	N	P	N
	MU	CC	DC	HS	I&M -1	I&M- 2
Amusement enterprises (outdoor)	P	P	NP	P	P	N
Amusement enterprises (indoor)	N	P	P	P	P	N
Animal hospitals	N	P	N	N	P	N
Animals, under 20 head	N	N	N	N	P ¹	P
Antique, import or souvenir shops	P	P	P	P	P	N
Apartment houses	P*	P*	P2	P*	N	N
Apparel altering & repairing	P	P	P	P	N	N
Appliance and/or electronic instruments assembly	N	N	N	N	P	P
Appliance stores	P	P	PN	P	P	N
Arts and crafts shops	P	P	P	P	N	N
Asphalt mixing plants	N	N	N	N	C	P
Assembly of appliances (from previously prepared parts)	N	P	N	P	P	N

¹The provision allowing under 20 head of animals in the I&M-1 zone also contains an additional allowance for offspring. The offspring shall be allowed to remain on the property and not count against the 20 head. This allowance shall last for a reasonable time until the offspring are weaned, depending upon the breed of animal.

Athletic & sporting goods store, (excluding sales & service of motor vehicles or motor boats)	P	P	P	P	P	N
Auction houses (except animals)	P	P	N	P	P	N
Auction houses (including animals)	N	N	N	N	P	N
Automobile parts sales (new parts only)	P	P	N	P	P	P
Automobile rental (<10,000 GVW) (See "Truck rental" for vehicles over 10,000 GVW)	N	P	N	P	P	N
Automobile sales (used and new)	P	P	<u>PN</u>	P	P	N
	MU	CC	DC	HS	I&M- -1	I&M- 2
Automobile service station	N	P	N	P	P	P
Automobile wrecking yards	N	N	N	N	N	P
Bakeries, on-site retail only	P	P	P	P	P	N
Bakeries, wholesale	N	P	N	P	P	N
Banks and other financial institutions	P	P	P	P	P	N
Barber shops, beauty parlors	P	P	P	P	P	N
Barns, stables, corrals	N	N	N	N	N	P
Bed and breakfast	P*	P	<u>P2</u>	P	N	N
<u>Beer parlors Alcohol service and sales (on site consumption) with or without food service in compliance with State Law.</u>	N	P	<u>PN</u>	P	N	N
Bicycle sales, <u>rental</u> and repair shops	P	P	P	P	N	N
Boat sales and service (No manufacturing)	N	P	N	P	P	N
Boat storage	N	N	N	N	P	P
Book and stationary stores	P	P	P	P	N	N
Bowling alley	P	P	P	P	N	N

Breweries/Winery < 3000 S.F. production area	P	P	<u>PN</u>	P	P	N
Breweries/Winery >3000 S.F. production area	N	N	<u>PN</u>	N	P	P
Broadcasting studios	P	P	<u>NP</u> <u>2</u>	P	P	N
Building materials sales yards and storage bldgs. (Materials are customarily stored outside the main building on a year-around basis)	N	N	N	N	P	P
Building supply stores (Materials are stored primarily inside the main building, including permanently attached, covered and fenced enclosures, with some seasonal sales items temporarily kept outside)	N	P	N	P	P	N

	MU	CC	DC	HS	I&M -1	I&M- 2
Bus terminal	N	P	N	P	P	N
Business Park/research Campus	C	C	C	C	C	C
Cabinet and woodwork shop	N	P	N	P	P	P
Camera store	P	P	P	P	N	N
Candy store, confectionery	P	P	P	P	N	N
Cannabis Pharmacy	P	P	P	P	P	N
Cannabis Pharmacy located on the same parcel as a Cannabis Production Establishment	N	N	N	N	N	P ²
Cannabis Production Establishment	N	N	N	N	N	P
Caretaker's dwelling	N	N	<u>NP</u> <u>2</u>	N	P	P
Carwash	P	P	P	P	P	N

Catering service (food)	P	P	<u>NP</u>	P	P	N
<u>Catering service (food) in conjunction with a restaurant and /or service frontage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
Church	P	P	<u>P2</u>	P	P	P
Clinics, medical and dental	P	P	P	P	N	N
Clothing and accessory store	P	P	P	P	N	N
Clubs and fraternal societies	P	P	P	P	P	N
Coal yards	N	N	N	N	N	P
Cold storage plants	N	N	N	N	P	P
Concrete mixing and batching plants	N	N	N	N	C	P

² This use is permitted in contemplation of mail-order pharmacies and pharmacies built in close proximity to drug manufacturing and production facilities. The I&M-2 zone exists to protect businesses that are especially vulnerable to nuisance claims, and any cannabis pharmacy or drug store operation in this zone is on notice that business activities prone to order, dust, and noise are appropriately located in the I&M-2 zone.

	MU	CC	DC	HS	I&M-1	I&M-2
Construction equipment rental (heavy equipment)	N	N	N	N	P	P
<u>Convenience Store</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Convenience store, <5,000 sq ft, w/fuel islands	P	P	<u>NP</u>	P	P	P
Convenience store, >5,000 sq ft, w/fuel islands	N	P	N	P	P	P
Correctional /intensive treatment facility	N	N	N	N	C	N
Craft & hobby store	P	P	P	P	N	N
Dance hall/studio	P	P	<u>P2</u>	N	P	N

Day care center	P	P	NP <u>2</u>	N	P	N
Department/variety store > 2400 S.F.	N	P	PN	P	P	N
Department/variety store < 2400 S.F.	P	P	P	P	P	P
Drive-ins-fast food	P	P	NP	P	P	N
Drug store/ <u>Pharmacy</u>	P	P	P	P	P	N
Dry cleaning and laundry	P	P	P	N	P	P
Dwelling units	P*	P*	P2	N*	N	N
Electrical, heating, air conditioning and plumbing sales & service	N	P	N	P	P	P
Electrical sign shop	N	P	N	N	P	P
Electronic equip, sales & service (≤2400 sf)	P	P	PN	P	P	P
Electronic equip, sales & service (>2400 sf)	N	P	PN	P	P	P
Employment agency	P	P	P	N	P	N
Engraving, printing	P	P	P	P	P	N
Farm buildings, fowl	N	N	N	N	N	P
Farm equipment sales, rental & service	N	P	N	N	P	P
	MU	CC	DC	HS	I&M -1	I&M- 2
Feed processing	N	N	N	N	P	P
Feed processing, cereal and flour mill	N	N	N	N	P	P
Fertilizer and soil conditioner manufacturing, processing and sales	N	N	N	N	N	P
<u>Government Services and Offices</u> <u>including fFire/police/sheriff stations</u>	P	P	P	P	P	P

Fix-it shops (small appliance/equipment repair)	P	P	<u>PN</u>	P	P	N
<u>Fix-it shops (small appliance/equipment repair) with retail store frontage</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
Floral shop	P	P	P	P	P	N
Food processing wholesale (with no noise or odor nuisance)	N	N	N	N	P	P
Food processing wholesale (with noise or odor nuisance)	N	N	N	N	N	P
Fuel, gas and oil storage (when approved by the fire chief)	N	N	N	N	P	P
Fur farms	N	N	N	N	N	P
Furniture stores, retail <u>general</u>	P	P	<u>NP</u>	P	P	N
<u>Furniture Stores excluding mattress and appliance stores, but including antique stores.</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
Garden supply & plant material sales	P	P	<u>NP</u>	P	P	N
<u>Garden supply & plant material sales excluding nurseries < 1,500 square feet.</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
Gift shops	P	P	P	P	P	N
Grain storage elevators (over 5000 bu.)	N	N	N	N	N	P
Grain storage elevators (under 5000 bu.)	N	N	N	N	P	P
Gravel and sand pits	N	N	N	N	C	P
Grocery stores, less than 2400 sq. ft.	P	P	P	P	P	N
Grocery stores, more than 2400 sq. ft.	N	P	P	P	P	N
Hardware stores	P	P	P	P	P	N
Health clubs	P	P	<u>P2</u>	P	P	N

Health food store	P	P	P	P	P	N
Heliport	N	C	N	C	P	C
	MU	CC	DC	HS	I&M -1	I&M- 2
Home furnishings	P	P	P	P	P	N
Hometel	P	P	<u>P2</u>	P	P	N
Hospital	N	P	N	P	N	N
Hotel & motel	P	P	P	P	P	N
House wrecking yards	N	N	N	N	N	P
Ice manufacturing and storage (wholesale)	N	N	N	N	P	P
Ice cream parlor	P	P	P	P	P	N
Indoor Shooting range	N	P	<u>PN</u>	N	P	P
Interior decorating & design (retail)	P	P	P	P	P	N
Janitor service & supply	P	P	P	P	P	N
Jewelry stores sales & service	P	P	P	P	N	N
Junk yards and scrap storage (when property is fenced with at least six foot (6') site obscuring fence	N	N	N	N	N	P
Karate studio	P	P	<u>P2</u>	P	P	N
Kennels	N	P	N	N	P	P
Knitting mills	N	N	N	N	P	P
Laboratory	N	P	<u>P2</u> <u>N</u>	P	P	P
Laboratory, dental/medical	P	P	P	P	P	N
Library	P	P	P	P	P	N
Liquor store	P	P	P	P	P	N
Locksmith	P	P	<u>P2</u>	P	P	P
Lumber yards	N	P	N	P	P	P
Machine shop (general)	N	N	N	N	P	P

Manufacturing, heavy	N	N	N	N	N	P
Manufactured home sales	N	P	N	P	P	N
Manufacturing, light	N	N	N	N	P	P
	MU	CC	DC	HS	I&M -1	I&M- 2
Manufacturing, clean	N	N	N	N	P	N
Mill working	N	N	N	N	P	P
Mobile home park	N	N	N	N	P	N
Mortuary/funeral home	P	P	N	P	P	N
Moving & storage company	N	P	N	N	P	N
Museum	P	P	P	P	P	N
Music store	P	P	P	P	P	N
Nurseries & greenhouses (plants)	N	P	N	P	P	P
Nursing homes	N*	P*	N	N*	N	N
Office supply & machines, sales, & services	P	P	<u>P2</u>	P	P	N
Oil and petroleum refining	N	N	N	N	N	P
Open-air Businesses	P	P	P	P	P	P
Outdoor trop shooting ranges	N	N	N	N	C	C
Paint & wallpaper store	P	P	<u>NP</u>	P	P	N
Park & playgrounds	P	P	P	P	P	P
Parking lots	P	P	P	P	P	P
<u>Pay Day Lending/ Check Cashing and Title Loans</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>N</u>
Pawn shops	P	P	<u>PN</u>	P	N	N
Pest control & extermination	N	P	N	N	P	P
Pet & pet supply store	P	P	P	N	P	N
Photographic studios/film processing	P	P	P	N	P	N
<u>Plasma Center/ Blood Banks</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>

Plumbing shops	N	P	N	N	P	N
Power plant	N	N	N	N	N	P
Professional, business, & admin. Offices	P	P	<u>P2</u>	N	P	P

	MU	CC	DC	HS	I&M -1	I&M- 2
Professional, business, & admin. offices (not to exceed a maximum of 2000 sq. ft. on the ground floor and having no more than 2 stories above grade.)	P	P	<u>P2</u>	P	P	P
Railroad spurs and dock facilities	N	N	N	N	P	P
Recreational vehicle sales, service & rental (Small - Vehicles customarily hauled to recreational sites such as snowmobiles, ATV's, etc.)	N	P	P	P	P	N
Recreational vehicle sales, service & rental (Large - Vehicles customarily towed or driven such as campers, trailers, motor homes, etc.)	N	P	N	P	P	N
<u>Recreational Tour Companies</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>
Recycling	N	N	N	N	N	P
Recycling Center, Indoor	N	N	N	N	P	P
Residential	P*	P*	<u>P2</u>	N*	N	N
Residential facility for persons with a disability (see Article XVI)	P*	P*	<u>P2</u>	N*	N	N
Restaurant	P	P	P	P	P	N
Rest homes	P*	P*	N	N*	N	N
RV Park	N	P	N	P	P	N
Salvage yards	N	N	N	N	N	P
Sawmills	N	N	N	N	N	P

Schools	P	P	<u>P2</u>	P	P	N
Service stations	N	P	N	P	P	P
Sewage service	N	N	N	N	N	P
Sexually oriented businesses	N	N	N	N	N	P
Shoe sales and repair shops	P	P	P	P	P	N
Sign painting	N	P	N	P	P	P
Sporting goods stores	P	P	P	P	P	N
Storage rental (more than 1.5 acre)	N	N	N	N	P	P
	MU	CC	DC	HS	I&M	I&M
					-1	-2
Storage rental (not more than 1.5 acres including: buildings, outdoor storage, and associated parking and driveways-with seven-foot masonry perimeter fence and no access or frontage on Main Street)	N	P	N	N	P	P
Swap meets	N	P	N	P	P	N
Tanning, curing, storage of hides	N	N	N	N	N	P
Tattoo parlor and body piercing	P	P	P	P	P	P
Theaters, indoor & outdoor	P	P	P	P	P	N
Tire retreading and/or vulcanizing (associated with sales)	N	N	N	N	P	P
Tire sales & service	N	P	N	P	P	P
Toy store	P	P	P	P	P	N
Trade and vocational schools	N	P	<u>P2</u> <u>N</u>	P	P	P
Travel Center	N	P	N	P	P	P
Truck terminal	N	P	N	P	P	P
Upholstery shops	P	P	N	P	P	N

Warehouses (with a principal activity of a storage warehouse, excluding heating and chlorine gas and explosives)	N	N	N	N	P	P
--	---	---	---	---	---	---

Welding shop	N	N	N	N	P	P
--------------	---	---	---	---	---	---

Wholesale outlets	N	P	N	P	P	N
-------------------	---	---	---	---	---	---

Amended by Cedar City Ordinance Number – 0708-09, 0826-09, 0811-10, 1110-10, 0926-12-1, 0311-15, 0113-16-2, 0129-20-1, 0902-20, 0511-22 and ~~0525-22-1~~ and _____.

NOW BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that City staff is authorized to make such non-substantive changes to the format and table of contents of Chapter 26 Article III as are reasonably necessary to facilitate this amendment.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of December, 2022

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

CEDAR CITY COUNCIL
AGENDA ITEMS - 5
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: January 12, 2023

SUBJECT: Modifications to the Housing Element of the Cedar City General Plan

DISCUSSION:

Based on changes to state law, on September 28, 2022, the City Council adopted new elements to the City's General Plan that addressed moderate income housing. This adopted housing element was submitted to the State for approval. Since then, the State has returned the housing element recommending various edits. The housing element, with the State's proposed edits are included in the packet. In my opinion, the recommendations are minor, see the following sections for the tracked changes: 9-2.6, 9-2.7, 9-3.8, 9-3.10, 9-3.11, 9-3.12, Strategy 2 timeline, and Strategy 3 timeline.

Oni has been out sick all week and I have yet to receive the Planning Commission minutes on this item, but a positive recommendation was given. I hope to have the minutes to the City Council prior to the Action Meeting.

Staff is recommending that these proposed changes be approved.

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE OF THE CEDAR CITY COUNCIL ADOPTING AN UPDATE TO
THE CITY'S HOUSING ELEMENT OF THE GENERAL PLAN**

WHEREAS, Cedar City seeks to promote the health, safety, and welfare of its residents and business owners; and

WHEREAS, the Cedar City General Plan was developed in compliance with Utah State Statute found in 10-9a-4; and

WHEREAS, the City desires to adopt an update to the Housing Element of the General Plan with the applicable attachments provided herein.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, in the State of Utah, as follows:

SECTION 1: ADOPTION. The Housing Element of the Cedar City General Plan attached hereto as Exhibit "A" along with and including all Maps and other attached documents, is hereby adopted in its entirety as provided in Exhibit "A" and incorporated herein by this reference.

SECTION 2: REPEALER CLAUSE. All ordinances or resolutions or parts thereof, which are in conflict herewith prior to the date of this Ordinance, are hereby repealed, subsumed, and replaced with the exhibit adopted herein.

SECTION 3: SEVERABILITY CLAUSE. Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 4: EFFECTIVE DAY. This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of January 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance _____

- Cedar City's General Plan Housing Element Update -



Chapter 9:

HOUSING

High-quality and affordable housing is at the foundation of the quality of life of every community. The condition of neighborhoods has direct and indirect links to all aspects of the community, especially economic development. This chapter is meant to serve as a guide for the elements of the housing market that community leaders can influence in their area.

Current Conditions

The future vitality of the community is directly tied to the health and viability of its residential neighborhoods. In turn, neighborhood quality is dependent upon housing and environmental conditions, other physical amenities, community services, and social and economic factors.

A significant assumption of this section is the maintenance and enhancement of the residential environment. This can be achieved only when the objectives and implementation are aligned integrally with the major goals of the general plan.

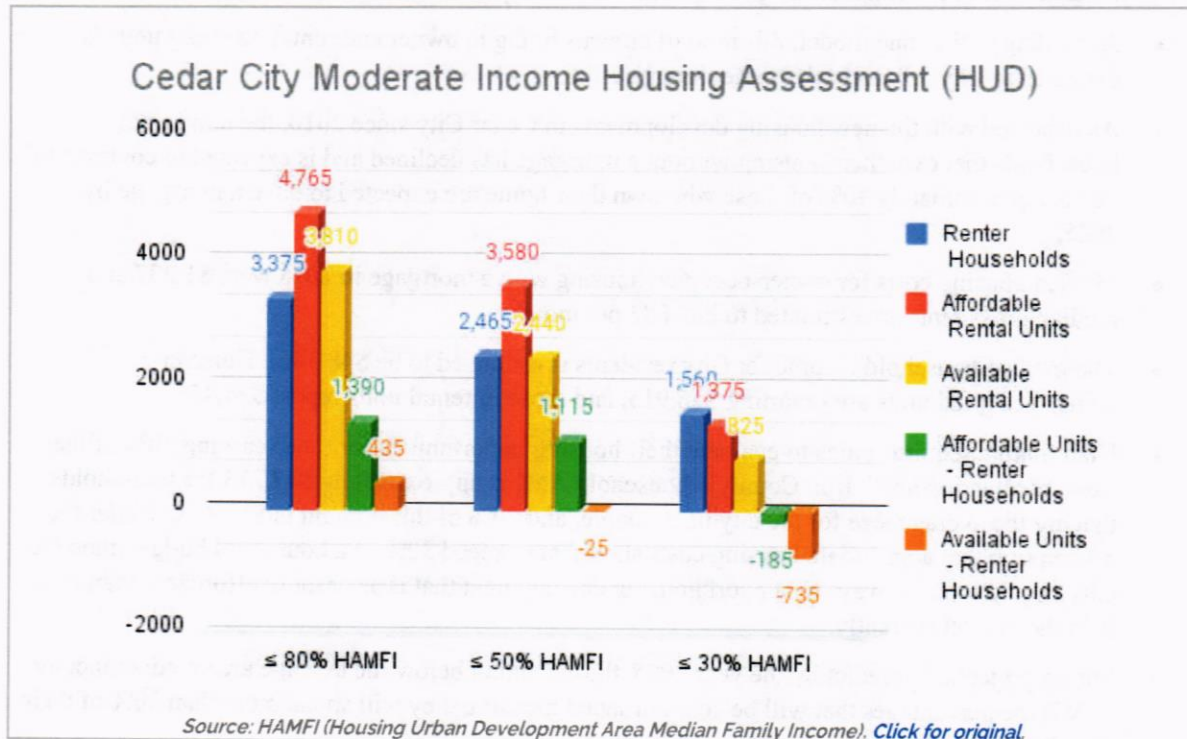
Affordable housing is a need across the state and nation regardless of location, size, or economic environment. Cedar City as the economic hub for the region, and home to a major and growing University has an extra incentive to plan for affordable housing to meet the needs of current students and residents and continually improve economic trends in the community. Currently, there is a deficiency of housing opportunities for very low and extremely-low-income households in Cedar City.

Housing OPPORTUNITIES	Housing CONSTRAINTS
<ul style="list-style-type: none">• Cedar City has a highly-effective local housing authority that is focused on affordable housing strategies that involve the public and private sectors.• Cedar City's student market might increase the feasibility of establishing a 'tiny home' development.• The downtown area should be able to accommodate more mixed-use housing and commercial development.• The City has long prioritized housing issues and has implemented solutions such as a student housing zone, updated regulations for mixed uses, and a new PUD ordinance.• The interchange areas can provide for mixed-use development that can accommodate attainable housing with the expected commercial build-out.	<ul style="list-style-type: none">• The city controls a limited number of elements involved in the larger housing market.• The tourism potential of the area increases the demand for short-term rentals. This reduces the housing supply for local residents.• Per the surveys, the community has responded negatively to the increase in the building of "high density" housing throughout the city.• The student population competes for affordable housing facilities.• Without a significant shift in the area's employment opportunities, the gap between average wage rates and average home prices will continue to widen.• The Paiute Tribe's efforts to help members with housing issues is constrained by the relative lack of tribal lands in the area.

Moderate Income Housing

Cedar City has continued to complete their yearly report to the State of Utah on moderate-income housing since 2017. An updated plan is included in this plan using data from the [Department of Workforce Services five-year projection Calculator for Cedar City](#). The following is a summary of its findings.

- The housing profile of Cedar City's total population in 2018 was roughly 54% in owner-occupied units, and 46% in rental housing units of the total occupied units within the city.
- According to the state model, this ratio of citizens living in owner and rental dwelling units is expected to stay relatively the same through 2025.
- As expected with the new housing developments in Cedar City since 2010, the number of households that own their housing without a mortgage has declined and is expected to continue to do so. Approximately 30% of those who own their home are expected to have a mortgage by 2025.
- Median housing costs for owner-occupied housing with a mortgage in 2018 were \$1,237 and median gross rents are estimated to be \$682 per month.
- The median household income for City residents is estimated to be \$48,346. Those in owner-occupied units are reporting \$66,915, and those in rental units report \$24,456.
- Utah Statute requires cities to evaluate their housing opportunities for those earning 80% of the "area median income". Iron County's household AMI is approximately \$47,273 for households that are the average size for the city of 3 people, and 80% of this amount is \$37,818. Under the assumption that appropriate housing costs should not exceed 30% of a household budget, then the City should look for ways to support housing development that is as or more affordable than what is in the market currently.
- Future projections predict by the year 2025 those making below the average area median income (AMI) the percentages that will be cost-burdened meaning they will spend more than 30% of their monthly income on housing costs:
 - 16.7% of those making 80% of the Iron County AMI,
 - 26.7% making 50% of the Iron County AMI.
 - 44.4% making 30% of the Iron County AMI



Subsidized Housing Data:

- The Cedar City Housing Authority currently owns and subsidizes 79 residential units, including 38 – 1 bedroom units, 31– 2 bedroom units, and 3– 3 bedroom units. Since 2017, the waiting period for these units has increased dramatically from an average wait time for the three types of units provided of 10.3 months to 26 months. Currently the vacancy rate is zero percent.
- As of 2017 the Cedar City Housing Market has acquired 300 additional Low Income Tax Credit Funded Units.

Desired Future: Housing

The City is aware of its role in the housing market and deliberately employs a suite of solutions to meet the housing needs of all residents who call Cedar City home for the long and short term. A variety of housing options throughout the city at all densities is an asset to the community as a whole.

Anticipated Changes

- The population of Cedar City is projected to continue to increase substantially by the year 2030 however, it is not clear that the potential for income growth will increase at the same rate.
- Moderate income housing will continue to be an important issue for Cedar City as the population of the community increases. As was the case in past plans, a significant percentage of the population (over 36%) is between the ages of 15-29. This population is the most in need of moderately-priced housing, and demand is expected to grow as SUU continues to expand. The growth of SUU will be directly tied to their ability to provide housing for incoming students.

- A study that was done in 2017 showed the City has an aging housing stock, of which approximately 44% of the existing units are more than 30 years old. In order to maintain a healthy housing stock capable of providing safe, habitable, and affordable living conditions for residents, active maintenance and improvements to the current housing supply will be necessary.
- Housing will continue to be a major factor in economic development as well as quality of life. As new businesses consider relocating or opening in Cedar City, having affordable housing options for employees will be a part of that decision.
- The Current Cedar City population is 37,306 and is expected to continue to grow in overall population during the duration of this plan. From 2010-2020 there was a 20.4% change in the overall population, an increase of roughly 5,907 people. From 2020 to 2021, Cedar City which is one of four micropolitan areas in Utah including Heber, Price, and Vernal grew the fastest at a rate of 5 percent.
- The rising popularity of cluster subdivisions this option might present an opportunity for Cedar to preserve some of the areas that are currently in agriculture.
- Southern Utah University is experiencing historic growth. leading the state with Southern Utah University had an enrollment increase of 12.1% in the fall of 2020 leading all public institutions of higher education in the state. Areas of the community near the university should be identified for potential higher-density housing to help with affordability.
- The average household size in Cedar City from 2009 to the 2025 projections is expected to stay around three people per household. This will create a need for the community to partner with private and public sector entities to attempt to meet the needs of those that fall into the category of making less than 80% of the Area Median Income.

Goals + Objectives: Housing

G9-1. Preserve and strengthen Cedar City's existing neighborhoods while allowing the formation of new neighborhood centers.

- O9-1.1 Through appropriate zoning and City ordinances, protect residential areas from inappropriate or detrimental, non-residential encroachment.
- O9-1.2 Where possible, limit conditional use permits and instead encourage the clear and precise application of the zoning ordinance as a means of ensuring neighborhood stability.
- O9-1.3 Establish neighborhood centers for each community area within the City. A neighborhood center should contain a mix of uses and the services necessary for a complete residential experience including commercial services, civic services, and recreational open space.
- O9-1.4 Partner with the Iron County School District incorporating school planning into the process of community planning and zoning. Besides school locations, this should also involve examining the joint use and after-hour use of any recreational facilities.
- Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers. [as per Uca 10-9a 403(2)(b)(iii)(F).

G9-2. Protect the individual resident's investment in the Cedar City community that is represented by the existing housing stock and neighborhood environments.

- O9-2.1 Continue to enforce existing building codes and zoning ordinances to protect residential investments.
- O9-2.2 Limit a widespread conversion of existing single-family homes that are categorized as moderate-income housing into a duplex or multiple unit rentals through appropriate ordinances and routine enforcement procedures to preserve Cedar's existing single-family moderate-income housing.
- O9-2.3 Provide traffic planning resulting in safe, traffic-calmed residential streets and balancing transportation and fire safety with neighborhood values and pedestrian safety.
- O9-2.4 Continue monitoring streets and public infrastructure needs. Prepare long-term plans and budgets necessary to provide and ensure adequate levels of service.
- O9-2.5 Review and implement changes to the process of development proposal reviews where necessary to make the process more efficient for the applicant and city leaders.
- O9-2.6 Identify areas of the community to allow accessory dwelling units that meet the character and environment of the neighborhood and [Utah State Code 10-9a-530](#) within residential zones of the City.
- O9-2.7 Create or allow for, and reduce regulations related to, internal [or detached](#) accessory dwelling units in residential zones [*as per UCA 10-9a-403(2)(b)(iii)(E)*].

G9-3. Facilitate a reasonable opportunity for a variety of housing, including moderate income housing to meet the needs of people desiring to live, benefit from, and fully participate in all aspects of neighborhood and community life.

- O9-3.1 Continue to monitor and review the moderate income housing needs within the City. In compliance with Utah Code, Cedar City has identified and detailed the City's current moderate income housing needs. These include the construction of additional senior housing units, especially for those with disabilities, and using programs that directly address income needs through such means as down payment assistance and affordable mortgages, rather than necessarily building new housing units for the non-elderly population. Besides the construction of new senior housing units, a realistic opportunity to address the identified income needs may be found in the City's adopted programs with the Cedar City Housing Authority, which include utilizing money from the Port 15 Economic Development Area to create a down payment assistance program, and allowances for the possibility of the waiver of impact fees.
- O9-3.2 Continue to address moderate-income housing needs in coordination and cooperation with the Cedar City Housing Authority and other such entities. In conjunction with the availability of the most current data from the U.S. Census and anticipated demographic information from the State of Utah, the City will update and expand the City's Moderate Income Housing Element of the General Plan.
- O9-3.3 Expand the variety of housing opportunities, with a balance of housing styles and price points. This might be accomplished through an expansion of zoning categories, or through the zoning ordinance allowing for greater flexibility in design, including lot sizes and setbacks. Density incentives might also be considered when based on quality development patterns.
- O9-3.4 Utilize the City's housing policy to support economic development activities, as well as the needs of community services such as education.
- O9-3.5 Review and modify as necessary, building codes and subdivision ordinances, and enforce those codes and ordinances to ensure a high quality of residential housing for all economic strata

of people.

- 09-3.6 Rezone for densities necessary to facilitate the production of moderate income housing. [as per UCA 10-9a-403(2)(b)(iii)(A))]
- 09-3.7 Utilize and identify strategies that preserve subsidized low to moderate-income units on a long-term basis.
- 09-3.8 Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing. [as per UCA 10-9a-403(2)(b)(iii)(P)].
- 09-3.9 Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing. [as per UCA 10-9a-403(2)(b)(iii)(O)].
- 09-3.10 Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing [as per UCA 10-9a-403(2)(b)(iii)(B)].
- 09-3.11 Implement zoning incentives for moderate income units housing in new developments [as per UCA 10-9a-403(2)(b)(iii)(J)].
- 09-3.12 Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, car such as residential development near major transit investment corridors or senior living facilities [as per UCA 10-9a-403(2)(b)(iii)(H)].

G9-4. Identify potential areas of blight that may affect the community and establish goals and standards for improvement of these areas or structures.

- 09-4.1 Provide information for property owners regarding housing rehabilitation methods and safety inspections.
- 09-4.2 Establish appropriate areas for redevelopment and utilize the tools available through Utah State Codes to apply the necessary redevelopment goals and procedures.
- 09-4.3 Support housing developments that are constructed out of high-quality materials and are intended for owner occupancy, especially in the case of multi-family developments.

G9-5. Evaluate zoning applications and decisions from a perspective of preserving and improving the quality of life for residents of existing neighborhoods.

- 09-5.1 Implement programs to protect purely residential areas from commuter traffic including the effects of traffic generated by schools, hospitals, businesses, and government facilities.

Housing Opportunities

- **Short Term Opportunities (1-5 years)**

- a. Explore the Community Facilities Grant program from the Rural Community Assistance Corporation (RCAC). Funds can be used to aid in the development of assisted living, transitional housing, etc.
- b. Work with NGO and area stakeholders to incorporate the Community Development Block Grant Program (CDBG) from HUD into the City's moderate-income housing strategy.
- c. Develop a grant strategy for USDA Rural Development's "Rural Community Development Initiative" (RCDI) with the goal of helping non-profit housing and community development organizations with their housing projects.
- d. The City can promote programs such as first-time buyer programs available through local lending institutions, repair and rehabilitation programs administered by other government agencies, and the use of online HUD resources.
- e. As resources are available, the city will develop and maintain an inventory of appropriate infill lots and encourage adaptive reuse to stimulate affordable housing development.
- f. The City can actively partner with agencies such as Iron County Care and Share to develop and provide housing options for homeless high school students.

- **Long Term Opportunities (+5 years)**

- a. Explore methods and programs that encourage homeownership counseling and mutual self-help housing (for example Neighborhood Nonprofit Housing Corporation in Logan).
- b. Investigate the creation of incentives for the development of lower-cost housing, such as: density increases, height flexibility, partnerships, programmatic incentives such as grants, and contributing vacant City-owned land.

Regulatory Framework

The 2017 Cedar City Affordable Housing plan indicated that in general, the Cedar City Zoning Code provides for an opportunity to develop a variety of housing types within the city, including, small and large lot single family, multi-family, and mobile homes. The Cedar City Proposed Land Use Map, which guides future development plans provides for this mix of housing types. In addition, the Zoning Code provides a reasonable opportunity to develop housing for specialized populations. Section 26-XV-2 provides that "a residential facility for persons with a disability shall be a permitted use in any zoning district where a dwelling is allowed." Although there is an opportunity to provide a variety of housing types within Cedar City, there remains to be a gap between the number of units that are affordable to very low and extremely low-income earners. The following table illustrates Housing Strategies proposed in the 2017 plan regarding the Zoning Ordinance, progress the City has made, and future opportunities:

2017 Housing Strategies	Progress
<ul style="list-style-type: none"> • Reviewing the proposed land use map to provide greater opportunities for higher density housing. • Review the parking ordinance for residential dwellings in Section 26-V-2. Currently, multifamily housing with 4 or more units requires 1.3 stalls per bedroom. This may be overly stringent, making it economically unfeasible to develop multi-family housing • Consider allowing “guest houses” to be used as rental units. Currently, guest houses are limited to being used for “guests or servants, and not rented, leased, or sold separate.” • Consider providing incentives to develop moderate-income housing in “residential development overlays.” This could be provided through a density bonus for new development. 	<ul style="list-style-type: none"> • The recent update to the Cedar City General Plan included approximately 348 acres of land changed to High Density. Since the beginning of 2022 the City has approved Zoning Map Amendments encompassing an additional 125 acres to a higher density. • The City recently completed a parking study approving a parking reduction from 1.3 parking spaces per bedroom to 1 space per bedroom for units with more than 2 bedrooms. It is anticipated that the data will be utilized to further reduce parking ratios where applicable. • The City allows for Internal Accessory Dwelling Units in compliance with State law. The City recently adopted an ordinance to allow for External Accessory Dwelling Units including the conversion of guest houses.

Future Direction

In 2022 the City formed a Housing Committee to look at the regulatory barriers related to housing. As result of this committee’s efforts the City amended the Zoning Ordinance to allow for External Accessory Dwelling Units. Future changes are anticipated to allow for more flexibility in lot sizes and lot configurations in residential zones.

Housing Implementation Plan

As noted in this element of the General Plan, housing for low- and moderate-income families will continue to be challenge for Cedar City and the State. As a result of these challenges the State of Utah is enlisting help from local governments and counties to address the issue.

Of the many objectives listed above, some are required by the State of Utah to be included in the Housing Element. Although many are important and desirable, Cedar City is required to choose a minimum of three state strategies and adopt an implementation plan [as per UCA 10-9a-403(2)(a)(iii)(c)]. In forthcoming years cedar city will be required to report on its progress in implementing the selected strategies. Cedar City provides the following three state mandated strategies as its implementation plan for 2023 and subsequent years as applicable:

Implementation Matrix

STRATEGY 1:

09.3.10 Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under [Title 11, Chapter 13, Interlocal Cooperation Act](#), an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing [as per UCA 10-9a-403(2)(b)(iii)(O)].

Action Steps:

1. The City will continue to partner with the Cedar City Housing Authority which applies for CDBG grants per the referenced strategy by prioritizing the use of CDBG funds by the Cedar City Housing Authority.
2. The City will work with the Housing Authority to increase housing assistance payments.

Timeline

This strategy will be ongoing on a yearly basis. The Housing authority will submit Block Grant (CDBG) pre applications by January of 2023 with final application due by May of 2023.

Responsible Parties

Cedar City Housing Authority, and City Staff.

Goals:

1. The acquisition of at least one additional dwelling unit for the purpose of providing housing for low income families.
2. Secure match funding and maintain CDBG program compliance and meet deadlines in order to maintain a high ranking and award of CDBG funds.
3. Help enable low-income families to ascertain market rate units.

STRATEGY 2:

Rezone for densities to facilitate the production of moderate-income housing [as per UCA 10-9a-403(2)(b)(iii)(A)].

Action Steps:

1. The City will continue to consider appropriate amendments to the City's General Plan and Zoning Map.
2. The City will track the rezoning of properties for higher densities and the resulting addition of units.
3. The City will track the number of units considered to meet low and moderate income levels.

Timeline

This strategy will be ongoing as the city considers proposed zone changes. The city will aggregate the data referenced above by August 31st of each year.

Responsible Parties _____

Engineering and Building Department Staff, Planning Commission and City Council

Goals: _____

1. To rezone where appropriate for higher densities and allow for densities that facilitate more affordable housing units.

STRATEGY 3: _____

Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing. [as per UCA10-9a-403(2)(b)(iii)(P)].

Action Steps: _____

1. The City will demonstrate utilization of a moderate income housing set aside from the Port 15 Redevelopment Project Area per the strategy above.
2. The City will track these funds by used by the Cedar City Housing Authority.

Timeline _____

This strategy will be ongoing. The housing authority expects that any funds generated will be received by May of each year and will invest those funds into affordable housing by January of each year.

Responsible Parties _____

Cedar City Housing Authority and City Staff

Goals: _____

Utilization of funds in conjunction with CDBG funds to acquire new low- and moderate-income housing.

CEDAR CITY COUNCIL
AGENDA ITEM – 6

TO: Mayor and City Council
FROM: Nick Holt, Airport Manager
DATE: January 18, 2023
SUBJECT: BLM Landing Fees

DISCUSSION:

The US Forest Service/BLM Air Resource Center located on the Cedar City Regional Airport has been a long-time and superior tenant for the city. The Air Resource Center provides valuable assets and coordination for aerial firefighting within the Color Country District, servicing a mix of small, large, and very-large air tankers.

The air tankers heavily utilize Runway 2/20 during their operations, carrying heavy loads of fire retardant. Existing landing fees have been established for small, large, and very-large air tankers for each landing on the runway. These fees are typically reviewed and established on a yearly basis with an agreement between the BLM and the Airport. After review of the existing fees, the airport has determined the need to increase the landing fees for these types of operations based upon a study of other airports with the same type of operations. Subject to these changes, the BLM has requested to enter into a 4-year agreement. The Cedar City Regional Airport is requesting to amend the existing city fee schedule as described in the following chart, increasing each year for four years:

	<i>Existing Fee</i>	<i>New Fee – First Year</i>	<i>New Fee- End of Fourth Year</i>
<i>Single Engine Air Tanker</i>	\$20.00	\$30.00	\$60.00
<i>BLM Tanker < 100,000 lbs.</i>	\$75.00	\$145.00	\$200.00
<i>BLM Tanker > 100,000 lbs.</i>	\$100.00	\$225.00	\$255.00

Thank you for taking time to review this request.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 7
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: January 18, 2023

Subject: **Consider bids for the Wastewater Treatment Plant Dewatering Procurement project.**

Discussion: This project involves the addition of a second dewatering screw press in order to provide redundancy for this component of the Wastewater Treatment Plant. A bid summary and the cost proposals are included on the attached pages from Stantec Consulting.

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

**Dewatering Screw Press Project Funding
Sewer Plant Fund
(Account #53-56-740)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding</u> –			
Sewer Plant Fund – Account #53-56-740	\$995,000		
<u>Expenses</u> –			
Feed Pump equipment bid		(\$49,505)	
Screw Press equipment bid		(\$398,800)	
Engineering contract with Stantec		(\$150,000)	
Electrical Equipment (estimate)		(\$70,000)	
HVAC Equipment (estimate)		(\$20,000)	
Installation by Contractor (estimate)		(\$350,000)	
Totals –	\$995,000	(\$1,038,305)	(\$43,305)

The remaining items for electrical, HVAC, and equipment installation will be competitively bid which should help to keep the project within budget. However, we won't know for sure until the next phase of the project.



Stantec Consulting Services Inc.
2890 East Cottonwood Parkway Suite 300, Salt Lake City UT 84121-7283

January 12, 2023

Attention: Jonathan Stathis, P.E.

Cedar City Corporation
10 North Main Street
Cedar City, UT 84720

Dear Jonathan,

Equipment proposals were received for a new pump and screw press needed to double the dewatering capacity at Cedar City Regional Wastewater Treatment Facility. The costs of the equipment came in higher than our original estimate of \$400,000. As a result, we went to work to explore with the equipment suppliers on how we might reduce the cost of their proposals. Two options were considered:

Option 1 – We discussed with each supplier how they should be able to reduce the costs of submittal preparation and technical support given that they are supplying similar equipment to what they had provided previously to the City back in 2015.

Option 2 – We discussed having the City purchase the equipment directly rather than assigning the equipment to a General Contractor. This results in a price decrease as the suppliers can manufacture the equipment on their timelines and don't have to coordinate with a General Contractor on schedule. Additionally, the suppliers are not obligated to provide a detailed submittal rather they need only provide cut sheets that will allow us to finish the design.

The following is a summary of the original proposals and the results of our negotiations on both Option 1 and 2 for equipment pricing:

Original Proposals				
Equipment	Equipment Cost	Documents, shipping, training, and other costs	Optional Bid Items (Bonds, extended warranty, witnessed factory test)	Total
Feed Pump	\$63,775	\$3,000	\$400	\$67,175
Screw Press	\$381,060	\$42,340	\$27,900	\$451,300
				\$518,475
Option 1 – Reduce cost by reusing info from previous submittals				
Feed Pump	\$55,775	\$3,000	\$400	\$59,175
Screw Press	\$381,060	\$42,340	\$27,900	\$451,300*
				\$510,475
Option 2 – Have City issue PO and not formally assign equipment to General Contractor				
Feed Pump	\$46,305	\$3,200	N/A	\$49,505
Screw Press	\$381,060	\$17,740	N/A	\$398,800
				\$448,305
*Price doesn't change but Schwing thought it would reduce lead time for submittal and equipment delivery				

Reference:

Having reviewed the updated proposals from the suppliers for both Options 1 and 2, we recommend that the City accept Option 2 and issue purchase orders for the following and as outlined in the attached proposals:

- 1) Feed Pump Purchase – Penn Valley Pump, \$49,505
- 2) Screw Press – Schwing Bioset, \$398,800

Option 2 locks in pricing for this equipment and allows the suppliers to move forward with manufacturing, meaning that it should arrive sooner than if it were assigned to a General Contractor. The equipment will still be covered by warranty, and we will require that the General Contractor hired by the City has the responsibility to receive, unload, and store the equipment as if they had received this contract by assignment.

We feel confident recommending the approval of the updated equipment proposals received under Option 2 as described.

If you have any questions please contact me.

Regards,

Stantec Consulting Services Inc.



J. Clinton Rogers P.E.
Vice President
Phone: 801-617-3204
clint.rogers@stantec.com

Attachments: Penn Valley Pump Proposal
Schwing Bioset Proposal



The World Leader in Free-Disc
Pumping Technology



To: Cedar City Corporation	Date: January 4, 2023	Quote No: 22036 REV 4 (post bid revision)
	Project: Cedar City, UT WWTP	
	Quoted by: Steve Truitt, PE	

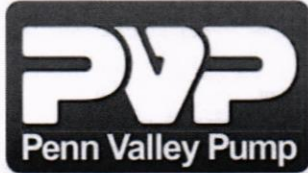
Qty	Description	Unit Price	Total Price
	Application: To match existing pump SN 130896-3 to feed dewatering screw press		
	Duty: Max 67 gpm at 72 feet TDH per pump		
	Suction: Flooded suction by min 5 ft, approx 25 ft of 6 inch piping and 320 feet of 8 inch piping. Max 134 gpm total flow rate from two -107 pumps at 80 rpm max pump speed running at same time through common suction line.		
	Proposed Equipment:		
1	6" Model 6DDSX107CNU-MK1 Penn Valley Double Disc Pump™ unit: <ul style="list-style-type: none">• 6" ASA/ANSI 150# flanged suction and discharge connections• Cast iron housing and neoprene elastomers• Maintain-in-place hinged housing design for ease of maintenance• Two-piece swan neck design with full port rigid clack valve• 10 HP, 1160RPM 230-460/3/60 Toshiba TEFC Severe duty, inverter ready motor with thermal overload and space heater and AEGIS shaft grounding rings• 145 RPM Max pump speed achieved with V-belt and pulley drive (VFD to be locked out at approx 33 hertz for max pump speed of approx 80 rpm for max specified duty point)• Suction and Discharge pulsation dampeners• 304SS Welded base with OSHA approved guards and covers• Pump and dampeners coated with industrial primer and topcoat• Per drawing PVD769 Side motor mount	\$40,375	\$40,375
1	Model PVP420VS Suction vacuum switch assembly consisting of: 1" NPT SS316 sensor w/ EPDM sleeve, NEMA 4X adjustable switch and 4" (30 in Hg – 30 psi) SS gauge. Mounts to top of dampener. (Must be wired to pump starter/VFD.)	\$1,260	\$1,260
1	Model PVP420PS Discharge pressure switch assembly consisting of: 1" NPT SS316 sensor w/ EPDM sleeve, NEMA 4X adjustable switch and 4" (0-100psi) SS gauge. Mounts to top of dampener to protect against over pressurization. (Must be wired to pump starter/VFD.)	\$1,260	\$1,260
1	Set of spare parts (2 discs, 2 trunnion seals, 1 clack valve, 1 set of gaskets, 1 set of v-belts, 1 disc tool)	\$3,410	\$3,410
1	Start-up and training services (1 trip/one day onsite)	\$2,000	\$2,000
1	Transport to site. Estimated weight of shipment is one skid at 1,700 lbs.	\$1,200	\$1,200
	Total for equipment, freight, spares and startup:		\$49,505.00

Commercial Information:

1. Shipment is 10 – 12 weeks after receipt of purchase order or approved submittals.
2. Submittals: N/A (build new pump identical to existing pump)
3. Freight terms are F.O.B. Factory, Warrington, PA with freight allowed to jobsite.
4. Terms are Net 30 days after receipt of invoice.
5. Quotation is valid for 60 days from date of issue.
6. Warranty is two (2) years from date of shipment for manufacturer's defects in materials and workmanship.

The following items have not been included:

- Installation
- Foundations, anchor bolts, grouting and foundation design
- Motor starters, Variable Frequency Drives (VFD's) or Controls



Design Notes

- **Suction Piping Design:** It is imperative that the application has a properly designed suction piping system based on the hydraulic conditions. The importance of a properly sized system cannot be over emphasized. Most pump operational problems and pump failures are created by improper suction line conditions. The length and diameter of the suction line along with the static suction conditions must be provided to ensure pump(s) are properly sized. The system must be designed for the maximum flow if multiple pumps will operate simultaneously through common suction piping. PVP will run the appropriate calculations and verify the application.
- **Piping:** All piping should be independently supported near the pump so that pipe strain will not be transmitted to the pump. The use of pipe hangers/supports must rigidly support and laterally brace the piping to prevent pipe movement. Adequate support and bracing close the pump is the best method to prevent pipe movement. We do **NOT** recommend the use of flexible connections/expansion joints on the suction and discharge connections of the pump. Our long-term experience has found these items do not reduce vibration, but rather can allow pipe movement since the connections are not rigid. To maximize the pump's "Maintain-in-Place" design the suction flange should be attached rigidly to the suction piping. The use of slip joints and mechanical pipe joining systems (i.e. Victaulic style) is also highly discouraged. These mechanical systems do not provide the same rigid connections as traditional flanged piping systems. These mechanical systems can be difficult to properly brace leading to pipe vibration issues. If mechanical piping joining systems will be used, the engineer, contractor or owner must ensure the manufacturer's installation method for rigid pipe cutting and coupling connections is strictly adhered to.
- **Check Valves:** The use of check valves is required when there are multiple double disc pumps connected to a common discharge line or the pump will be installed on a common discharge line with other styles of pumps. If a check valve is required for the application, we recommend using a lever and spring style.
- **Low or No Discharge Head:** Very low or no discharge pressure applications (negative head, downhill flow) may require the introduction of artificial head to ensure proper pump operation and prevent siphoning. The creation of artificial head can be achieved by: 1) elevating discharge piping above suction source high liquid level elevation and installing anti-siphon valve, 2) installing a back-pressure valve as provided by PVP or 3) installing mechanically/pneumatically actuated pinch valves. PVP will verify the requirement for these devices based upon a review of the hydraulic conditions at time of quotation generation.
- **Motors:** Our standard motor is a Toshiba EQP Severe Duty NEMA Premium efficiency. This motor is inverter rated and exceeds NEMA MG31 Part 31 and suitable for 20:1 constant torque turndown range. Motor is suitable for C1 1, Div 2 GRP A, B, C, D/Zone. Other motors and accessories are available such as: thermal overload, space heaters and motor shaft grounding rings.
- **Controls:** The double disc pump can be operated by a motor starter for constant speed applications or a variable frequency drive (VFD) for variable speed applications. If using a motor starter, we recommend a soft-start feature to allow the pump speed to ramp up to maximum operating speed to minimize start-up pressure spikes. This feature is especially important on long suction and/or discharge lines. If using a VFD (recommended option) the unit must be sized as heavy duty for constant torque applications. This may mean the horsepower of the VFD has to be one size larger than the motor size. A drive that is undersized may experience DC bus issues requiring the addition of dynamic braking resistors.
- **Pressure Switch/Gauge:** The discharge pressure switch is required (all positive displacement pumps require one) to prevent pump damage due to over pressurization if the pump is operated against a high pressure line, closed valve or clogged line.



350 SMC DRIVE
SOMERSET, WI 54025
PH: (715) 247-3433
FAX: (715) 247-3438
www.schwingbioset.com

January 6, 2022

Cedar City Corporation, Engineering Department
10 N Main Street
Cedar City, UT 84720

Attention: Onjulee Pittser
onjuleep@cedarcity.org

Reference: Cedar City Regional WWTP - Dewatering Expansion
Pre-Procurement Specification Section 46 76 27 – SCREW PRESS DEWATERING SYSTEM
Cedar City, Utah - Project No 181301514

Subject: Schwing Bioset, Inc. Quotation No. 2022492_RevA
Addenda Acknowledged: One (1)

Schwing Bioset, Inc. is pleased to propose the following as our scope of supply for the above referenced project:

DEWATERING SCREW PRESS

Design Condition:

Dewatering of 1-2% solids anaerobically digested primary sludge and waste activated sludge,
> 15% solids sludge cake output, ≥ 95% solids capture rate, 20-30 active lbs polymer / dry ton.

Screw Press No. 2 tag number:	SCP-8302
Reactor Tank No. 2 tag number:	MIX-8302
Polymer Blending Unit No. 2 tag number:	FD-8502
Air Compressor Unit No. 2 tag number:	CMP-8302
Model:	FSP 602
Quantity:	One (1)
Design Capacity:	450 dry pounds per hour
Press Length:	15 feet 8 inches
Press Width:	3 feet 10 inches
Press Height:	5 feet
Weight est.:	6,330 lbs
Screw Press Motor	3 HP TEFC
Reaction Tank Motor:	1.5 HP TEFC
Screw Press Voltage:	460V/3Ø/60HZ

Scope includes:

1. The SBI Screw Press system is designed for continuous dewatering of flocculated slurry. The system

- consists of a Screw Press dewatering unit, reaction tank, and liquid polymer blending system.
2. The Screw Press dewatering unit compresses and dewateres flocculated slurry using a screw rotating at very slow speed in a perforated screen. The filtrate will discharge from a drip tray below the perforated screen into a discharge pipe. Access doors allow a direct view of the dewatering process. The simple operating principle is achieved with only a few functional component groups. Slow movement and the high quality design of the structural components guarantee a high service life.
 3. For general housekeeping purposes the back washing cycle cleans the screens automatically (generally 1x/day for less than 5 minutes). Dewatering operations are not interrupted during washing cycle.
 4. Air compressor provided for discharge pressure cone actuator (0 cfm @ 90psi, constant) and movement of wash ring (<1 cfm @ 90psi, <5 min/day).
 5. Effective flocculation is achieved in the mixing reaction tank (304SS). It is a closed design with rotating paddles and fixed flow breakers for effective mixing and gentle transport of the flocks.
 - Diluted/activated polymer from the polymer feed system is injected into an injection ring upstream of reaction tank.
 - A second injection ring is provided after the reaction tank to permit optimization of the polymer feed.
 - A third injection ring is provided for retrofitting the existing Screw Press.
 6. Reaction tank pressure sensor/indicator included for use in conjunction with magnetic sludge flowmeter (by others) to control sludge feed to Screw Press.
 7. Includes Velodyne Veloblend VM-5P-1800-E liquid polymer blending system
 - Polymer system delivered as a pre-assembled skid complete with progressive cavity polymer pump, polymer/water mixer, motors, NEMA 4X local control panel, and all internal wiring and plumbing.
 - 0.25-5 gal/hr neat polymer feed rate.
 8. The Screw Press dewatering unit and reaction tank mixer each include SEW-Eurodrive mechanical drive unit consisting of TEFC motor (rated for project site altitude 5,441 ft) and speed reducer. Dedicated VFD drives (460V/3Ø/60Hz) are also provided for each.
 9. Screw Press and reaction tank are each shipped fully assembled including motor and speed reducer.
 10. The Screw Press wetted parts are constructed of 316 stainless steel. The Reaction tank, Screw Press drive mounting flange, cake discharge housing, and supports are constructed of 304 stainless steel. Motors and speed reducers are painted Carbon Steel or Cast Iron.
 11. Screw Press includes two (2) 4" flanges on exterior for fresh air inlet and foul air exhaust to avoid buildup of corrosive gas.
 12. The Screw Press must be located above the discharge cake conveyor (cake discharges continuously from bottom of press). This quote does not include discharge cake conveyor or sludge feed pump.
 13. Includes supports constructed of 304 stainless steel to elevate press discharge flange up to approximately 22-inches above housekeeping pads, to match existing. Stamped P.E. calcs provided for existing unit shall be provided for new unit.
 14. Dewatering Control Panel (PCM-DEW) not by SBI. This will be provided by the Instrumentation and Control System Contractor (ICSC). Local fused disconnects for supplied equipment also not included. SBI will provide two (2) VFDs for Screw Press motor and Reaction Tank motor for installation in PCM-DEW by ICSC. New VFDs will be Allen Bradley as equivalent to existing.
 15. SBI scope includes Screw Press E-stop pushbutton enclosure, and pneumatic valves and switches as mounted on screw press.

Does not include sludge feed pump, magmeter, conveyor, or platforms.

Sludge feed pump must be positive displacement type, capable of varying speed in response to signal from screw press control panel.

SPARE PARTS

Item:	Quantity:
Lip Seals	One (1) set

No other spare parts are included with this quotation.

FIELD SERVICE

Schwing Bioset shall provide a trained service technician to supervise system installation, assist start-up, and / or to train the owner's personnel in the operation and maintenance of the Schwing Bioset supplied equipment.

The service technician shall be made available for five (5) days over two (2) trips.

If required, additional service may be purchased at the prevailing rates at the time service is performed. Current service rates are as follows:

- US \$155.00 per hour – standard eight (8) hour day.
- US \$233.00 per hour – overtime (over and above the standard eight (8) hour day.)
- US \$310.00 per hour – double time (Sundays and holidays).
- Travel and per diem (i.e., hotel, food, car) expenses at cost + 15%.

EXCEPTIONS AND CLARIFICATIONS TO SPECIFICATIONS

Commercial Items: **Terms and Conditions limited to what is noted within this proposal**

Technical Exceptions: **Specification Section 46 76 27 – SCREW PRESS DEWATERING SYSTEM**

Paragraph 1.0 G.2: Provide bearing L10 life calculations in accordance with ABMA calculation method for gears, motors, and other driveline components signed and stamped by a professional engineer as required by Section 46 01 00.

Exception: As bearings are integral to reducers and motors, design is pre-engineered by original manufacturers and thus stamped calculations are **not** included.

Paragraph 1.07 A.1.a: Bearings: Separately pack or otherwise suitable protect during transport.

Clarification: No special protection of bearing required for shipping.

Paragraph 1.11 A.2.e.2: With response in Section 00 41 00 – Bid Form, Manufacturer shall provide clear indication of associated travel costs, including hotel, for three representatives for this visit, should the Manufacturer cover said costs.

Clarification: Cost for Salary/wages for representative's visit are by others and **not** included in bid price.

Paragraph 2.01 E.1: Check valve shall be 6-inch diameter with flanged connections. The check valve shall be rated for working pressures up to 150 pounds per square inch gauge.

Exception: As Check Valve is not used by Schwing Bioset Screw Press System and was previously not provided by Schwing Bioset, Check Valve is **not** included.

SYSTEM SUMMARY

Dewatering Screw Press:	One (1) FSP 602
Sludge Feed Pump:	Not included
Liquid Polymer Blending System:	One (1)
Magnetic Flow Meter:	Not included
Screw Press VFD:	One (1)
Reaction Tank VFD:	One (1)
Spare Parts:	(as noted)
Field Service:	(5) days, (2) trips

Total price for the above listed scope of supply..... **\$398,800.00**

All prices are quoted:

DDP jobsite Incoterms® 2020

Price is valid for 30 days

Price is in US dollars

TERMS:

20% due at time of order

20% due at time of submittal approval

55% due at time goods are shipped

5% due upon acceptance of goods, not to exceed 90 days from shipment

Payment terms offered are subject to final credit approval.

UNFORESEEN MARKET CONDITIONS

Unforeseen Market Conditions shall mean an increase in the price of a finished material or equipment due to an increase in the price of the materials used to fabricate said materials or equipment which occurs after the date of the quotation that was unknown to the manufacturer prior to the date of the quotation.

The OWNER recognizes the potential for Unforeseen Market Conditions in the current COVID environment. Bids submitted are based on current pricing available at the time of bidding. Should actual costs, or appropriate Producer Index, increase more than 3% between the date of the quotation and major equipment deliveries the OWNER will allow a change of cost through a Change Order. The escalation shall be based upon increases in labor and material and other costs to Schwing Bioset, Inc. that occur in the time-period between quotation and shipment by Schwing Bioset, Inc.. Buyer agrees to this potential escalation regardless of contradicting terms in the contract.

Any claim of Unforeseen Market Conditions shall include one of the following as substantiation:

1. Copy of the actual quote(s) used for the basis of the bid compared to current quote(s).

2. In the case of customized or structural items where finished product quotes are not available at time of quotation, an appropriate Producer Index such as those listed below managed by the US Bureau of Labor & Statistics (<https://data.bls.gov/PDQWeb/pc>) shall apply:
 - a. Steel Product Manufacturing from Purchased steel; code 3312
 - b. Conveyor & Conveyor Equipment Manufacturing; code 333922
 - c. Pump and Compressor Manufacturing; code 33391
 - d. Other agreed upon representative Index
3. Supporting information from Vendors and Suppliers providing further detail on the reported increase in costs.

OPTIONAL EXTENDED WARRANTY

Warranty noted below may be extended to two (2) years in lieu of (1) one year for cost listed on bid form. Optional: 2-Year Extended Warranty per Section 46 76 27: \$6,300

SUBMITTALS:

Pre-Submittal Package Long Lead Items 8 – 10 weeks.

Dependent on backlog in SBI engineering, currently estimated as 14 – 18 weeks. Two (2) copies shall be provided.

DELIVERY:

Equipment shall be delivered twenty-four (24) to thirty-four (34) weeks after submittals are approved.

OPERATION & MAINTENANCE MANUALS:

Two (2) final hard copies and electronic copy shall be furnished with the equipment. O&M Manuals will be delivered four (4) weeks after equipment delivery.

EQUIPMENT AND SERVICES TO BE PROVIDED BY OTHERS

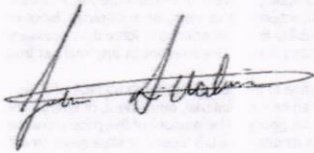
1. Installation, offloading, field assembly, and erection of the Schwing Bioset, Inc. (SBI) supplied equipment.
2. Storage of equipment and/or costs for long term storage (longer than 3 months).
3. Racks, trays or supports for hydraulic lines, sludge lines, or control wiring.
4. Miscellaneous metal.
5. Field painting of any of the SBI supplied equipment. All touch up painting required due to normal wear and tear during shipping shall the responsibility of others.
6. Field-routed grease tubing
7. Supports for grease tubing, conduit or control wiring.
8. Field wiring of any kind.
9. Labor and material (e.g., polymer flocculant) for preliminary, final field, system performance and system integrity tests.
10. **Anchor bolts**, nuts, and washers for the SBI supplied equipment unless otherwise stated.
11. Cost for Engineer, Owner, or Contractor to witness any shop test unless otherwise stated.
12. Additional costs to supply alternate products other than specifically mentioned in this scope.
13. Networking, hardware, communication modules, or power supplies not specifically mentioned in this scope.
14. PLC programming software or software licenses not specifically mentioned in this scope.
15. It is the contractor's responsibility to field verify building dimensions, equipment access and that equipment layout /dimensions are suitable to accommodate the Schwing Bioset supplied equipment.
16. Field service technicians or special tools not specifically mentioned in this scope.

17. Water and drain piping of any kind.
18. Motor starters or variable frequency drives not specifically mentioned in this scope.
19. Spare parts not specifically mentioned in this scope.
20. **Screw press supports, platforms, discharge cake conveyors, cake discharge chutes, and local disconnects** not specifically mentioned in this scope.

If you have any questions, please don't hesitate to contact me by cellular phone (612-867-4429), or E-mail (JDivalentino@Schwingbioset.com).

Yours very truly,

Schwing Bioset, Inc.



Joshua R. DiValentino, MS, MBA
Senior Sales Manager, Western Region

Cc: Scott Forsling – Coombs-Hopkins

Schwing Bioset, Inc. New Equipment Sales Terms and Conditions

1. Acceptance and Prices. These terms and conditions are an integral part of Schwing Bioset, Inc. ("Seller")'s firm offer and form the basis of any agreement resulting from Seller's proposal. The proposal is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by the party to whom this offer is made, or its authorized agent ("Buyer"). Following acceptance without addition of any other terms and conditions of sale or any other modification by Buyer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Seller's factory not later than five months from Seller's submittals. If through no fault of the Seller, the order is not released for manufacture within 5 months from Seller's submittals, Seller reserves the right to increase the price of the order. Any delay in shipment caused by Buyer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay. In no event will prices be decreased.

Acceptance will have occurred if Buyer: signs Seller's proposal; issues written order pursuant to submission of proposal; or permits or accepts performance; or other commercially reasonable manner. If Buyer's order is an acceptance of Seller's proposal, Seller's return of such order with these terms and conditions attached serves as an acknowledgement and confirmation of receipt of order. If order is expressly conditioned upon Seller's acceptance or assent to terms other than those expressed herein, return of order by Seller with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to provide equipment in accordance with scope and terms of the original proposal. If Buyer does not reject or object within ten days, counter-offer will be deemed accepted. If Buyer permits or accepts performance, such terms will be deemed accepted. In order for Seller's acknowledgement of order to be valid it must be made at the corporate level.

2. Performance. Seller shall be obligated to furnish only the goods described in Seller's proposal, and submittal data (if such data is issued in connection with this order), and Seller may rely on the acceptance of proposal and submittal data as acceptance of the suitability of the equipment for the particular project. Seller's duty to perform under any order and the price thereof is dependent upon Seller's corporate approval of the order and Seller shall not be responsible for delays in contract formation caused by inclusion of new or different terms by Buyer, or delays in credit approval due to delayed or incomplete credit information by Buyer. Seller's duty to perform is contingent upon the non-occurrence of an Event of Force Majeure. If the order is not approved at the corporate level, Seller may elect to delay performance or to renegotiate with Buyer. If Seller and Buyer are unable to agree on revised prices or terms, the order may be canceled without any liability. If Seller shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Seller's election (i) remain in effect but Seller's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Buyer, in which event Buyer shall pay Seller for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Seller. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Seller; and the requirements of the United States Government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the Government.

3. Escalation. In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of Seller, the Contract Sum, Time of completion, or contract requirements shall be equitably adjusted by Change order. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 10% between the date of this contract and the date of shipment of the goods. The amount of the price increase shall be capped at 10%. Such price increases shall be documented through quotes, invoices, receipts, or a generally accepted index as offer by a US federal or state government agency. All pricing offered is only allowed based on the quoted validity date.

4. Taxes. No taxes are included in this quote/order. The amount of any applicable present or future state/local sales/use tax or other government charge upon the production, sale, shipment, and/or use of the goods covered by this quotation shall be paid directly to the taxing authorities by purchaser, and paid tax receipts will be furnished to Seller upon request, unless purchaser provides us with an exemption certificate acceptable to the taxing authorities.

5. Warranty and Liability. Seller warrants its new parts and service work against defects in material and workmanship under normal use and service, and which shall not have been subject to misuse, negligence, or accident, for a period of one (1) year that shall commence upon startup or ninety (90) days from delivery, whichever occurs first. Seller will replace or repair free of charge, F.O.B. SBI jobsite, such part or parts thereof as in its sole judgment shall be deemed defective. Due to the specialized nature of Seller material handling equipment, Seller's field service technicians shall not be restricted in adjusting or repairing Seller furnished equipment, regardless of collective bargaining agreements entered into by other parties. This warranty shall not apply to any equipment manufactured by us which shall have been loaded or operated beyond its rated capacity as specified by Seller. Damage resulting from improper installations or alterations outside our plant will be considered as misuse and not as a defect. Certain parts of the equipment provided by Seller such as the pumping cylinders, valves, pumping rams, screw flights, sliding frame components, trough liners for screws etc. that are in contact with material, are subject to normal wear. This normal wear is not covered under this warranty. Seller shall not be liable for consequential damages or injuries of any kind, or for expenses, losses, or delays incidental to any failure. Seller reserves the right to make changes and improvements in its product without incurring any obligation to install any such changes or improvements in its products previously manufactured. All warranty is void if equipment is not serviced by a Seller certified technician and if replacement parts utilized are anything other than Seller supplied and authorized parts, from delivery through termination of warranty period. In the event of a defect or issue with Seller supplied equipment, buyer shall notify Seller in writing of said defect and offer Seller reasonable opportunity to cure. This warranty is in lieu of any other warranty expressed or implied or any other obligation or liability on the part of Seller, and no other person is authorized to make any representations or warranties beyond those herein expressed. Without limiting the generalities of the foregoing, **THERE IS NO IMPLIED WARRANTY OF MARKETABILITY AND NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

6. Indemnity. Seller agrees to indemnify and hold Buyer harmless from the amount of any final judgment entered against Buyer for injury or death to any person (including employees of Buyer and Seller) or damage to tangible property of Buyer and based solely upon: (a) Seller's defective manufacture of equipment sold to Buyer; (b) Seller's violation of any applicable laws, rules or regulations in connection with the manufacture of said equipment, or (c) Seller's gross negligence or intentional misconduct. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

7. Insurance. Seller agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Buyer, provide a Certificate of Insurance evidencing this coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

In the event Seller agrees to name Buyer or others as an additional insured, Seller will do so but only under its primary Commercial General Liability policies to the extent of the indemnity obligation assumed herein. In no event does Seller waive its right of subrogation.

8. Liability Disclaimer. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, IN NO EVENT SHALL SCHWING BIOSSET BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. This exclusion applies regardless of whether such damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Should Seller nevertheless be found liable for any damages they shall be limited to the purchase price of the equipment under the order. **SELLER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

9. Patent Indemnity. The Seller shall protect and indemnify the Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Seller shall promptly be notified and given full opportunity to negotiate a settlement. Seller does not warrant against infringement by reason of Buyer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation Buyer agrees to reasonably cooperate with Seller. In connection with any proceeding under the provisions of this Article all parties concerned shall be entitled to be represented by counsel at their own expense.

10. Shipment Dates. Shipment dates are estimates only. No valid contract may be made to ship within or at a specified time unless in writing, signed by an authorized signatory of Seller. Shipments shall be f.o.b. factory or warehouse at named shipping point with title and risk of loss passing to Buyer upon delivery to the carrier unless quoted otherwise and stated as such in our formal written offer. Seller shall not be liable for damages of any kind including Liquidated, Consequential, and/or Incidental.

11. Cancellation. If, following acceptance of proposal by Buyer, all or any portion of the resulting order is canceled by Buyer without default on the part of Seller or without Seller's written consent, Buyer shall be liable to Seller for cancellation charges including but not limited to Seller's incurred costs and such profit as would have been realized by Seller from the transaction had the agreement not been breached by Buyer.

12. Payment. Pending Credit approval, Payment terms are 20% due at time of order, 20% due at time of submittal approval, 55% due at time goods are shipped, and 5% due upon acceptance of goods, not to exceed 90 days from shipment, unless otherwise expressly agreed to in writing by Seller. Seller reserves the right to add to any account outstanding for more than 30 days a service charge, the lesser of 1-1/2% of the principal amount due at the end of each month, or the maximum allowable legal interest rate. Buyer shall be liable to Seller for all collection expenses, including reasonable attorney's fees and court costs, incurred by Seller in attempting to collect any amounts due from Buyer. If requested, Seller will provide appropriate lien waivers upon receipt of payment. Seller reserves the right to suspend or terminate performance in the event of Buyer's non-payment.

13. Returns. Products may be returned only with permission of Seller and shall be subject to a 25% restocking fee.

14. Applicable Law. Any agreement resulting from Seller's proposal will be governed and construed according to Minnesota law.

15. U.S. Government Work. This provision applies only to indirect sales by Seller to the US Government. If the Work is in connection with a U.S. Government contract, Buyer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Seller will have no obligations to Buyer unless and until Buyer provides Seller with a true, correct and complete executed copy of the prime contract. Upon request, Buyer will provide copies to Seller of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Buyer's ownership, eligibility or performance of the prime contract. Buyer will obtain written authorization and approval from Seller prior to providing any government official any information about Seller's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

16. Storage at Schwing Bioset. Should the customer desire to store the equipment purchased at Seller's facilities, these services can be completed at a rate of \$250.00 per week, or \$1,000 per calendar month. Customer shall issue the original equipment purchase order with a contingency of 12 months storage that can be drawn from if required. These funds will not be utilized unless written approval from customer is offered. Terms for Storage Fees are 100% N30 from invoice date. Retainages and/or offsets do not apply.