

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 3, 2024
5:30 P.M.

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

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

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comments

IV. Public Agenda

- Public Comments

V. Business Agenda

Public

Business Agenda

Public

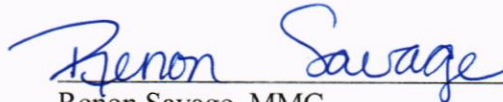
1. Board appointments. Mayor Green
2. Approve Final Plats for Fiddlers Canyon Hills PUD Phases 1-3 in the vicinity of 430 E Fiddlers Canyon Drive. Brown Consulting/Randall McUne
3. Approve Final Plat for Copper Valley Townhomes PUD Phase 1 in the vicinity of 200 North 4500 West. Go Civil/Randall McUne
4. Approve Final Plat for 4B Ranch Subdivision, Phase 4 in the vicinity of 4150 West 1900 South. Go Civil/Randall McUne
5. Consider a variance to the City Engineering Standards to delete a cul-de-sac on 995 South (Green Street). Platt & Platt/Jonathan Stathis
6. Public hearing to consider vacating a public right-of-way located at approximately 113 West 995 South and to amend the final plat of the Mountain Vista PUD Phase 3. Platt & Platt/Randall McUne
7. Public hearing to consider an amendment to the Development Agreement for properties located in the vicinity of 1221 South Main Street. VE Management/Randall McUne
8. Approve Final Plat for Black Sage Subdivision Phases 1-2 in the vicinity of 2530 S Providence Center Drive. Red Hollow/Randall McUne

Staff

9. Consider bids for electrical work on the Wastewater Treatment Plant Dewatering Expansion project. Eric Bonzo/Jonathan Stathis

10. Consider a car rental lease in the Airport Terminal with Vroom.Me. Tyler Galetka
11. Consider purchasing a Type 4 Brush Truck. Mike Phillips
12. Consider an ordinance reauthorizing the RAP Tax. Randall McUne
13. Consider bids for the Mud Springs Test Well project. Jonathan Stathis
14. Consider the installation of a 4-way stop at the intersection of Talon Drive & South Mountain Drive. Jonathan Stathis
15. Consider a blanket agreement for transportation modeling with Avenue Consultants. Jonathan Stathis
16. Consider applying for UDOT Region Four Transportation Alternative Program (TAP) funding for the Center Street overpass sidewalk project. Jonathan Stathis
17. Request waiving appraisal requirement for the Old Wastewater Treatment Plant property. Paul Bittmenn
18. Closed Session –property negotiations

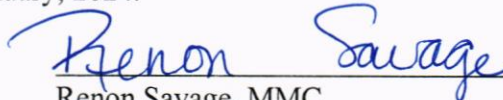
Dated this 2nd day of January, 2024.



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 a 2nd day of January, 2024.



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.

#1

Board of Adjustments

John Webster as the Planning Commission seat

Planning Commission

James Lunt

Council Board Appointments

Robert Cox

- Cross Hollow Event Center Committee
- Trails Commission
- Care & Share
- Planning Commission

Tyler Melling

- RAP-Tax – Arts
- Frontier Homestead Foundation Board
- CICWCD
- Regional Wastewater Treatment Board

Scott Phillips

- Airport Board
- Historic Downtown Economic Committee
- Historic Preservation Commission
- Active Transportation

Ron Riddle

- Cedar Disability Action/Awareness Team
- Leisure Services Advisory Board
- RAP-Tax – Parks & Rec

Carter Wilkey

- Library Board
- Homebuilders Government Relations Committee
- Downtown Parking Authority
- Cedar Area Transit

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: Fiddlers Canyon Hills PUD Phases 1-3 located at approximately 430 E Fiddlers Canyon Drive

DISCUSSION:

Fiddlers Canyon Hills PUD Phases 1-3 are located in the vicinity of 430 E Fiddlers Canyon Dr. As of the time of this memo, we have not yet received payment of the required fees. We received the title reports for each phase, and all checks out. Note that new mortgagee's consents were completed as the developer obtained new financing after the final plats were completed. The new mortgagee's consents will be recorded with the final plats. Staff will update you on the fees at the Council meeting.

Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plats will not be recorded until the bond(s) and bond agreement(s) are in place.

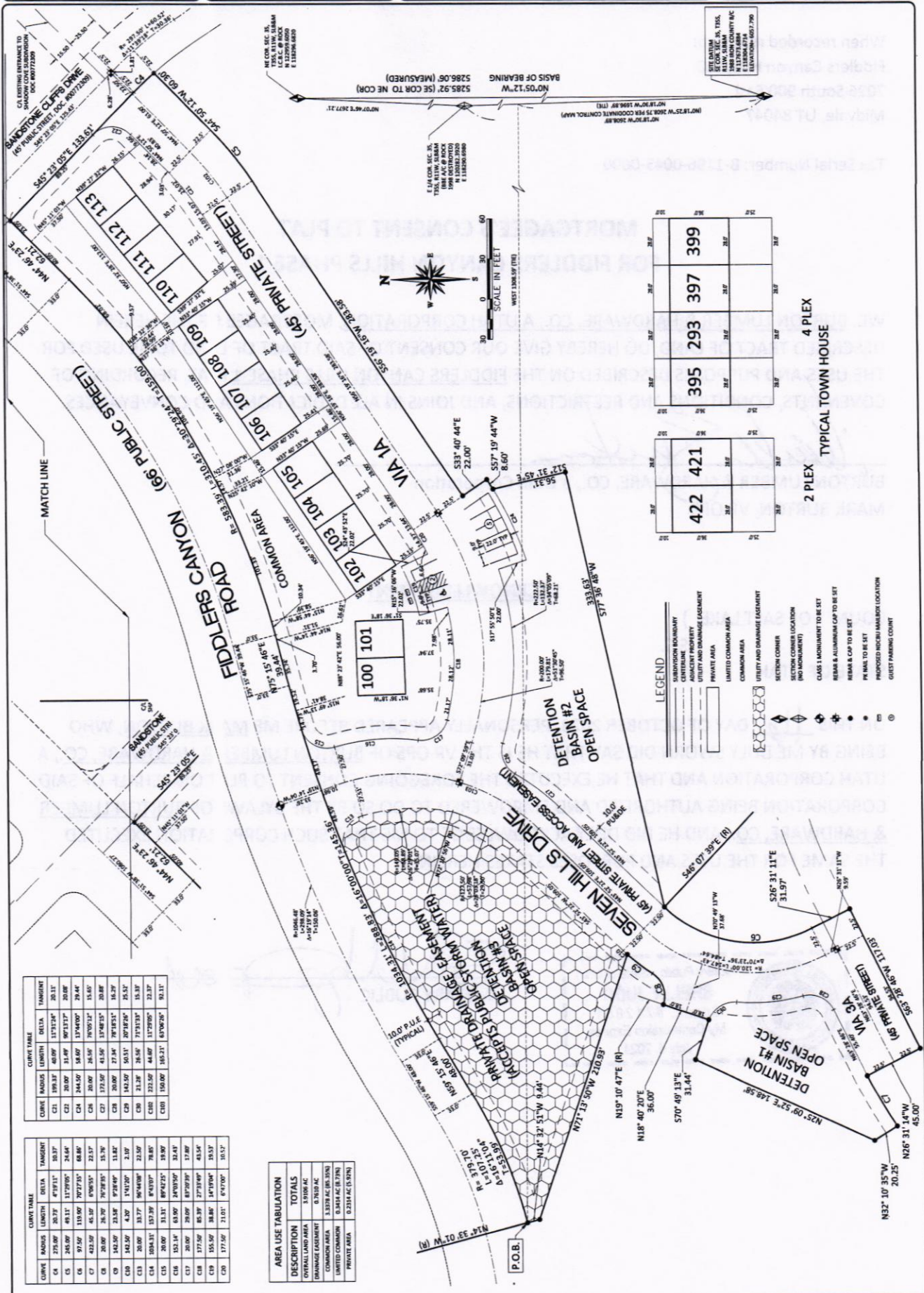
Please consider approval of the final plats for the Fiddlers Canyon Hills PUD Phases 1-3.

NO.	DESCRIPTION	DATE	BY

BROWN CONSULTING P.C.
 CIVIL ENGINEERING AND SURVEYING
 1000 S. 1000 W. SUITE 100
 CEDAR CITY, UTAH 84202
 (435) 828-0700 FAX (435) 828-0735

FINAL PLAN
 FOR
FIDDLERS CANYON HILLS - PHASE 1
 A PLANNED UNIT DEVELOPMENT
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, T35S, R11W S18.8M
 CEDAR CITY, UTAH

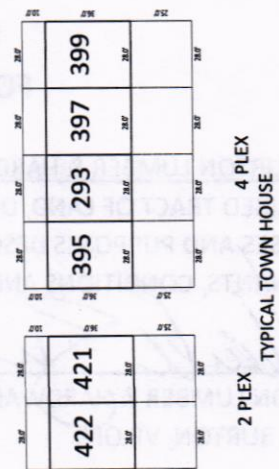
CHECKED BY: BK	SHEET NO.: 2 OF 2
DRAWN BY: ADJ	SCALE: 1"=30'
DATE: 05-08-2008	
CUB NO.: 01-00	
PROJECT NO.: 08-001	



CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	190.37	46.09	17.125°	20.11
C2	20.00	16.09	90.713°	20.00
C3	244.50	18.60	17.490°	29.44
C4	20.00	18.50	90.705°	15.65
C5	173.50	27.84	17.881°	20.88
C6	20.00	21.98	78.781°	16.29
C7	143.50	30.51	20.785°	25.57
C8	21.00	14.00	17.133°	15.37
C9	223.50	44.62	17.290°	23.37
C10	150.00	105.31	18.900°	93.11

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C1	190.37	46.09	17.125°	20.11
C2	20.00	16.09	90.713°	20.00
C3	244.50	18.60	17.490°	29.44
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C6	20.00	21.98	78.781°	16.29
C7	143.50	30.51	20.785°	25.57
C8	21.00	14.00	17.133°	15.37
C9	223.50	44.62	17.290°	23.37
C10	150.00	105.31	18.900°	93.11

DESCRIPTION	TOTALS
OVERALL LAND AREA	3.7108 AC
DRAINAGE EASEMENT	0.7510 AC
COMMON AREA	3.3378 AC (89.38%)
LIMITED COMMON AREA	0.2414 AC (6.47%)
PRIVATE AREA	0.2314 AC (6.15%)



2 PLEX
4 PLEX
 TYPICAL TOWN HOUSE

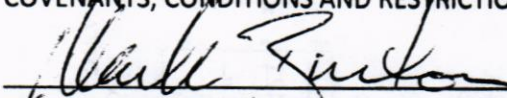
- LEGEND**
- SUBDIVISION BOUNDARY
 - SECTION BOUNDARY
 - SECTION CORNER LOCATION (NO MONUMENT)
 - CLASS 1 MONUMENT TO BE SET
 - REBAR & ALUMINUM CAP TO BE SET
 - REBAR & COP TO BE SET
 - PIE HAIL TO BE SET
 - PROPOSED INTERIOR HALLWAY LOCATION
 - GUEST PARKING COUNT

When recorded return to:
Fiddlers Canyon Hills, LLC
7026 South 900 East
Midvale, UT 84047

Tax Serial Number: B-1196-0045-0000

**MORTGAGEE'S CONSENT TO PLAT
FOR FIDDLERS CANYON HILLS PHASE 1**

WE, BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE FIDDLERS CANYON HILLS PHASE 1 PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

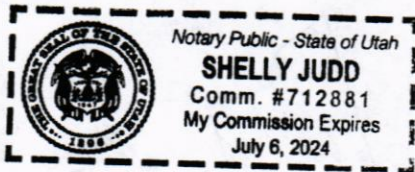


BURTON LUMBER & HARDWARE, CO., a Utah Corporation
MARK BURTON, VP OPS

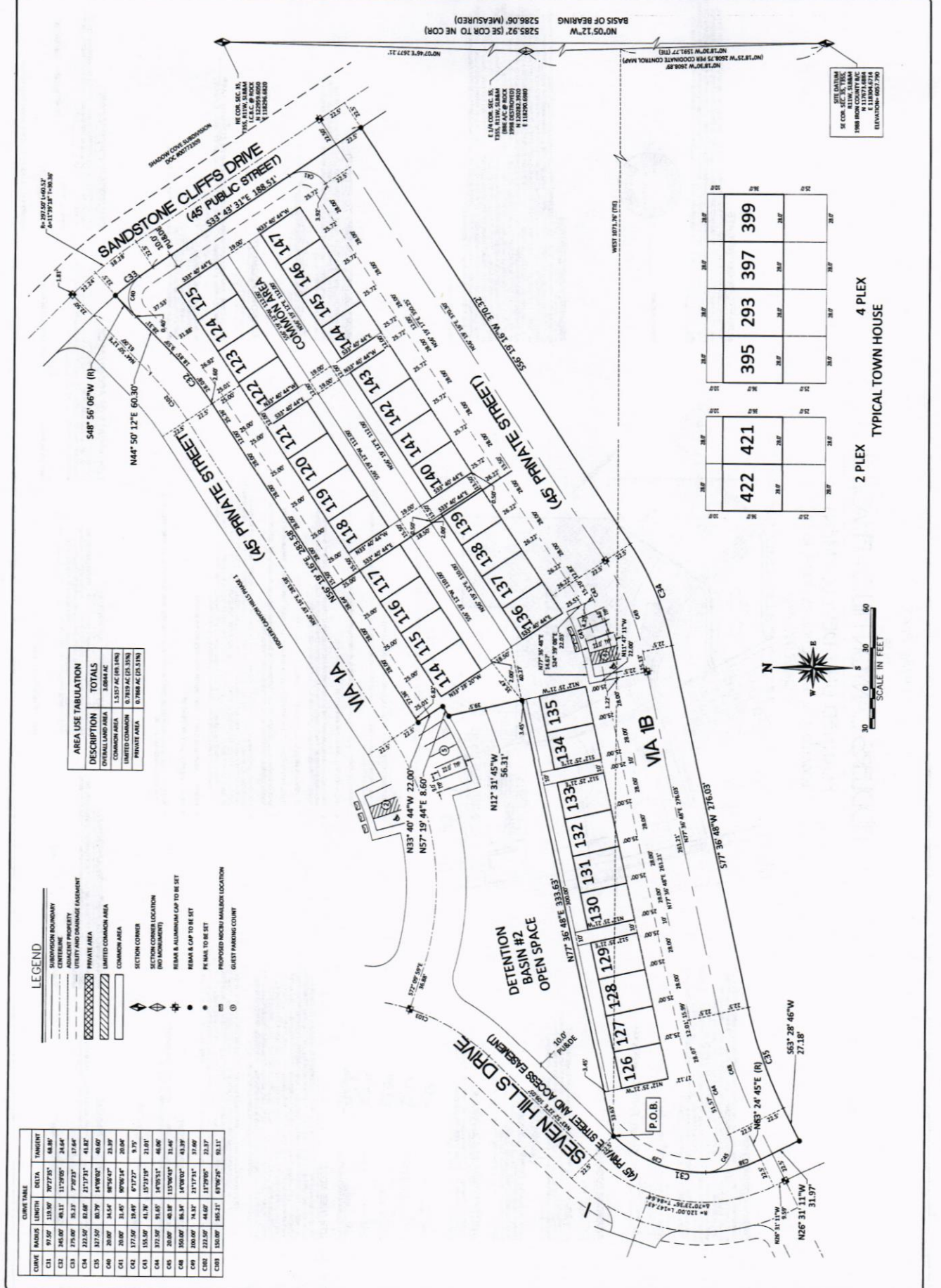
ACKNOWLEDGEMENT

COUNTY OF SALT LAKE)
S.S.
STATE OF UTAH)

ON THIS 16 DAY OF OCTOBER 2023, PERSONALLY APPEARED BEFORE ME MARK BURTON, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE VP OPS OF BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION AND THAT HE EXECUTED THE FOREGOING CONSENT TO PLAT ON BEHALF OF SAID CORPORATION BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE BYLAWS OF BURTON LUMBER & HARDWARE, CO., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATES HEREIN.




NOTARY PUBLIC



AREA USE TABULATION

DESCRIPTION	TOTALS
OVERALL LAND AREA	3.8884 AC
COMMON AREA	1.5357 AC (39.53%)
LIMITED COMMON AREA	0.7898 AC (20.31%)
PRIVATE AREA	1.5629 AC (40.16%)

- LEGEND**
- SUBDIVISION BOUNDARY
 - CENTERLINE
 - EXISTING PROPERTY
 - EXISTING AND PROPOSED EASEMENT
 - PRIVATE AREA
 - LIMITED COMMON AREA
 - COMMON AREA
 - SECTION CORNER
 - SECTION CORNER LOCATION (NO MONUMENT)
 - REBAR & ALUMINUM CAP TO BE SET
 - REBAR & CAP TO BE SET
 - PE NAIL TO BE SET
 - PROPOSED MOBILE HOME LOCATION
 - GUEST PARKING COUNT

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C11	97.50'	103.50'	70°22'51"	68.86'
C12	245.00'	46.11'	11°29'50"	24.64'
C13	275.00'	35.37'	7°52'31"	17.64'
C14	223.50'	82.68'	21°27'31"	41.82'
C15	327.50'	86.79'	14°58'02"	40.60'
C16	265.00'	31.65'	8°09'14"	23.39'
C17	377.50'	28.69'	6°17'27"	9.75'
C18	133.50'	41.78'	10°29'39"	21.01'
C19	202.00'	46.18'	13°58'51"	46.00'
C20	202.00'	46.18'	14°08'02"	43.39'
C21	222.50'	44.69'	13°29'05"	22.37'
C22	150.00'	160.21'	8°56'26"	92.11'

SEVEN HILLS DRIVE (AS PRIVATE STREET AND ACCESS EASEMENT)

DETECTION BASIN #2 OPEN SPACE

(45) PRIVATE STREET

SANDSTONE CLIFFS DRIVE (45) PUBLIC STREET

COMMON AREA

2 PLEX TYPICAL TOWN HOUSE

4 PLEX TYPICAL TOWN HOUSE

SCALE IN FEET

N

0 30 60

When recorded return to:
Fiddlers Canyon Hills, LLC
7026 South 900 East
Midvale, UT 84047

Tax Serial Number: B-1196-0045-0000

MORTGAGEE'S CONSENT TO PLAT FOR FIDDLERS CANYON HILLS PHASE 2

WE, BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE FIDDLERS CANYON HILLS PHASE 2 PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.



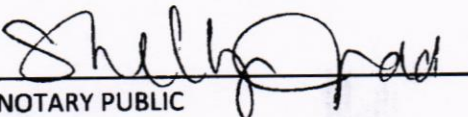
BURTON LUMBER & HARDWARE, CO., a Utah Corporation
MARK BURTON, VP OPS

ACKNOWLEDGEMENT

COUNTY OF SALT LAKE)
S.S.
STATE OF UTAH)

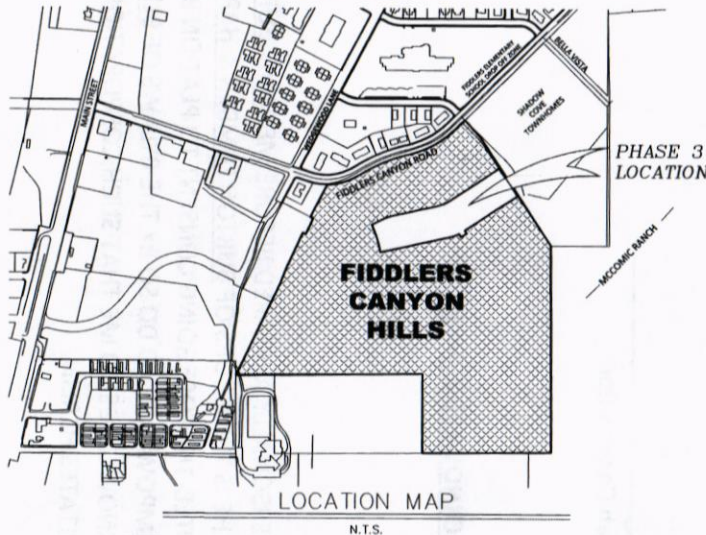
ON THIS 16 DAY OF OCTOBER 2023, PERSONALLY APPEARED BEFORE ME MARK BURTON, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE VP OPS OF BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION AND THAT HE EXECUTED THE FOREGOING CONSENT TO PLAT ON BEHALF OF SAID CORPORATION BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE BYLAWS OF BURTON LUMBER & HARDWARE, CO., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATES HEREIN.





NOTARY PUBLIC

FINAL PLAT
FOR
FIDDLERS CANYON HILLS - PHASE 3
PLANNED UNIT DEVELOPMENT
LOCATED IN SE 1/4 SECTION 35, T35S, R11W
CEDAR CITY, UTAH



LOCATION MAP
N.T.S.

- NOTES:**
1. THIS PROJECT IS ZONED RESIDENTIAL 3-M (DWELLING, MULTIPLE UNITS).
 2. PUBLIC UTILITY EASEMENTS WILL BE 10' ADJACENT TO PUBLIC STREETS & 7.5' ALONG THE SUBDIVISION BOUNDARY, OR AS SHOWN ON THIS PLAT.
 3. BUILDING SETBACKS ARE 20' MIN FROM CITY STREETS & 10' MIN ALONG THE SIDES & REAR.
 4. THIS PARCEL FALLS WITHIN THE AIRPORT INFLUENCE ZONE (AIZ).
 5. THIS SUBDIVISION FALLS WITHIN THE BOUNDARIES OF THE WILDLAND URBAN INTERFACE ZONE AND IS SUBJECT TO THE WILDLAND URBAN INTERFACE (WUI) ORDINANCE THAT CEDAR CITY HAS ADOPTED. ALL FIRE HYDRANTS ARE DESIGNED TO CEDAR CITY STANDARDS AND ARE SPACED NO FURTHER THAN 500 FEET APART.
 6. ALL COMMON AREAS IN THE P.U.D. WILL BE A PUBLIC UTILITY EASEMENT.
 7. STATIC WATER PRESSURE AT THE INTERSECTION OF SANDSTONE CLIFFS DRIVE AND FIDDLERS CANYON ROAD 72 PSI.
 8. BASIS OF BEARING IS N40°10'12"W 5285.92 FEET BETWEEN THE SE CORNER AND THE NE CORNER OF SECTION 35, T35S, R11W, S.L.B.M. ESTABLISHED BY THE CEDAR CITY COORDINATE CONTROL SYSTEM.
 9. DUE TO SOIL CONDITIONS EXISTING IN CEDAR CITY, UTAH WHICH OCCASIONALLY CAUSE SOILS SUBSIDENCE PROBLEMS RESULTING IN DAMAGE TO STRUCTURES ERECTED THEREON, THE CITY COUNCIL OF CEDAR CITY REQUIRED THE DEVELOPERS OF FIDDLERS CANYON HILLS TO CONDUCT TESTING OF THE SOIL CONDITIONS EXISTING IN SAID SUBDIVISION. A COPY OF THE FINDINGS OF THAT TESTING, ALONG WITH RECOMMENDATIONS BASED ON THE SAME, HAS BEEN FILED WITH THE SUBDIVISION OF THE PROPERTY, WHOSE NAME AND ADDRESS ARE LISTED BELOW, AND WITH THE CITY ENGINEER OF CEDAR CITY, UTAH. COPIES OF THIS REPORT MAY BE INSPECTED AT BOTH LOCATIONS BY THE GENERAL PUBLIC AND ANY PERSONS INTERESTED IN PURCHASING PROPERTY LOCATED WITHIN FIDDLERS CANYON HILLS SUBDIVISION.
 10. PROPERTY ADDRESS IS 430 EAST FIDDLERS CANYON FOLLOWED BY UNIT NUMBER.
 11. TRASH SERVICE WILL BE PROVIDED.
 12. THIS PARCEL FALLS WITHIN FEMA FLOOD ZONE C AS SHOWN OF FEMA MAP #490401-0002B, DATED MARCH 06, 2001 & #00073-740B, DATED JULY 17, 1986.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED HEREIN, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE KNOWN HEREAFTER AS FIDDLERS CANYON HILLS - PHASE 3 DO HEREBY DEDICATE AND CONVEY TO CEDAR CITY CORPORATION AND THE PUBLIC THE PERPETUAL USE OF THE PUBLIC STREETS AND EASEMENTS AS INTENDED AND SHOWN FOR PUBLIC USE. THE LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "FIDDLERS CANYON HILLS SUBDIVISION" RECORDED ON 02/23 AS ENTRY NO. _____ IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 21ST DAY OF June, 2023.

NAME: Richard T. Wolf TITLE: Manager, Fiddlers Canyon Hills, LLC

ACKNOWLEDGMENT

COUNTY OF IRON s.s.
STATE OF UTAH
ON THE 21ST DAY OF June, 2023 PERSONALLY APPEARED BEFORE ME _____
SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SIGNED THE FORGOING DOCUMENT AND ACKNOWLEDGED BEFORE ME THAT HE SIGNED IT VOLUNTARILY FOR ITS STATED PURPOSE.

NOTARY PUBLIC NAME: Russell C. Skousen
MY COMMISSION NUMBER: 118758
MY COMMISSION EXPIRES: 06-18-2028
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

UTILITY COMPANIES APPROVAL

WE, THE HEREIN NAMED PUBLIC UTILITY COMPANIES, APPROVE THE DESCRIBED EASEMENTS SHOWN ON THIS PLAT OF FIDDLERS CANYON HILLS - PHASE 3 AND GUARANTEE THE INSTALLATION OF OUR UTILITIES.

CELESTINE 6/9/23
ROCKY MOUNTAIN POWER 8/14/23
DOMINION ENERGY 6/7/2023
SOUTHCENTRAL COMMUNICATION 6/14/23

UTILITIES NOTE

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

ROCKY MOUNTAIN POWER APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABANDON OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF ELECTRIC UTILITY SERVICE.

POST OFFICE APPROVAL

THE UNITED STATES POSTAL SERVICE HEREBY APPROVES THE LOCATIONS SHOWN FOR NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS (N.D.C.B.U.).

POSTMASTER 8/14/2023

CITY ENGINEER'S APPROVAL

I, JONATHAN STATHIS, CEDAR CITY ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT OF FIDDLERS CANYON HILLS - PHASE 3 WAS EXAMINED AND ACCEPTED BY ME THIS 18 DAY OF December, 2023.

Jonathan Stathis
JONATHAN STATHIS, CEDAR CITY ENGINEER

PLANNING COMMISSION APPROVAL

I, ADAM HAHN, CHAIRPERSON OF THE CEDAR CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS PLAT OF FIDDLERS CANYON HILLS - PHASE 3 HAS BEEN APPROVED BY SAID COMMISSION.

ADAM HAHN, CHAIRPERSON DATE

CITY ATTORNEY'S APPROVAL

I, RANDALL K. MCUNE, CITY ATTORNEY FOR THE CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF FIDDLERS CANYON HILLS - PHASE 3 AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEDAR CITY CORPORATION PURSUANT TO ITS SUBDIVISION ORDINANCE AND IS HEREBY RECOMMENDED FOR APPROVAL ON THIS THE _____ DAY OF _____, 2023.

RANDALL K. MCUNE, CITY ATTORNEY

CERTIFICATE OF ACCEPTANCE

I, GARTH GREEN, MAYOR OF CEDAR CITY CORPORATION, DO HEREBY CERTIFY THAT THIS PLAT OF FIDDLERS CANYON HILLS - PHASE 3 HAS BEEN APPROVED BY THE CITY COUNCIL, AND IS HEREBY ORDERED FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER ON THIS THE _____ DAY OF _____, 2023.

BY: GARTH GREEN, MAYOR ATTEST: RENON SAVAGE, CITY RECORDER

CERTIFICATE OF RECORDING

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, UTAH DO HEREBY CERTIFY THAT THIS FINAL PLAT OF FIDDLERS CANYON HILLS - PHASE 3 WAS FILED FOR RECORD ON THIS THE _____ DAY OF _____, 2023.

BOOK _____ PAGE _____ COUNTY RECORDER: CARRI JEFFRIES

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF BROWN CONSULTING ENGINEERS

SURVEYORS CERTIFICATE

I, MICHAEL W PURDY, PROFESSIONAL UTAH LAND SURVEYOR NUMBER 336571, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF 'SUBDIVISION', A RESIDENTIAL SUBDIVISION LOCATED IN CEDAR CITY, IRON COUNTY, UTAH, IN ACCORDANCE WITH SECTION 17-23-17. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT. I FURTHER CERTIFY THAT THE SURVEYED PROPERTY CONFORMS TO CURRENT CEDAR CITY ZONING ORDINANCE.

MICHAEL W PURDY



PROPERTY DESCRIPTION

BEGINNING AT A POINT 100°18'30"W, 5431.69 FEET ALONG THE SECTION LINE AND WEST, 1135.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 11 WEST, 5413.1481 BASE AND MERIDIAN, THENCE N63°28'40" E 72.55 FEET TO A POINT ON A 327.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 80.79 FEET THROUGH A CENTRAL ANGLE OF 14°08'00"; THENCE N77°36'00" E, 278.03 FEET TO A POINT ON A 222.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 82.68 FEET THROUGH A CENTRAL ANGLE OF 21°17'31"; THENCE N04°19'18" E, 370.32 FEET; THENCE S33°49'31" E, 207.22 FEET; THENCE S06°19'10" W, 393.68 FEET; THENCE S33°40'44" E, 22.60 FEET; THENCE S68°19'18" W 20.12 FEET; TO A POINT ON A 214.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 22.80 FEET THROUGH AN INCLUDED ANGLE OF 5°20'31"; THENCE N 38°20'12" W 22.00 FEET TO A POINT ON A 222.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIAL POINT BEARS N02°30'37" W); THENCE ALONG THE ARC OF SAID CURVE 61.80 FEET THROUGH AN INCLUDED ANGLE OF 15°54'51"; THENCE S77°34'39" W, 445.34 FEET TO A POINT ON A 723.50 RADIUS NON-TANGENT CURVE TO THE LEFT (RADIAL POINT BEARS S79°45'51" W); THENCE ALONG THE ARC OF SAID CURVE 182.65 FEET THROUGH A CENTRAL ANGLE OF 47°17'13" TO THE POINT OF BEGINNING.

CONTAINS 4.3336 ACRES

MORTGAGEE'S CONSENT TO RECORD

WE, SOP REIT, LLC, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT RECORDING OF ANNOTATION INTO COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOBS IN ALL DEDICATIONS AND CONVEYANCES.

SOP REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY
MICHAEL C. NIXON

ACKNOWLEDGMENT

COUNTY OF IRON s.s.
STATE OF UTAH
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21ST DAY OF June, 2023, BY MICHAEL C. NIXON, AS MANAGER OF SOP REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

NOTARY PUBLIC NAME: Russell C. Skousen
MY COMMISSION NUMBER: 118758
MY COMMISSION EXPIRES: 06-18-2028
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 14)

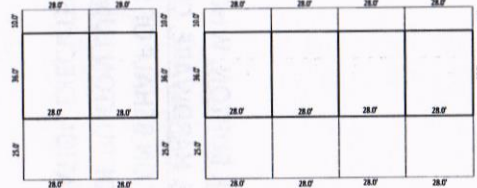
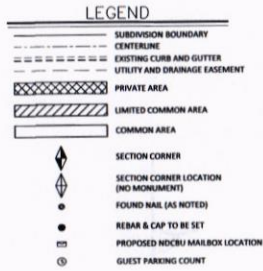
NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
ONE ENGINEERING-LAND SURVEYING-LAND PLANNING
100 WEST 100 SOUTH, SUITE 8
LEHI, UTAH 84043
(408) 538-0700 FAX (408) 538-0725

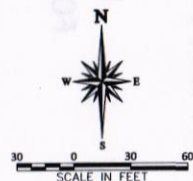
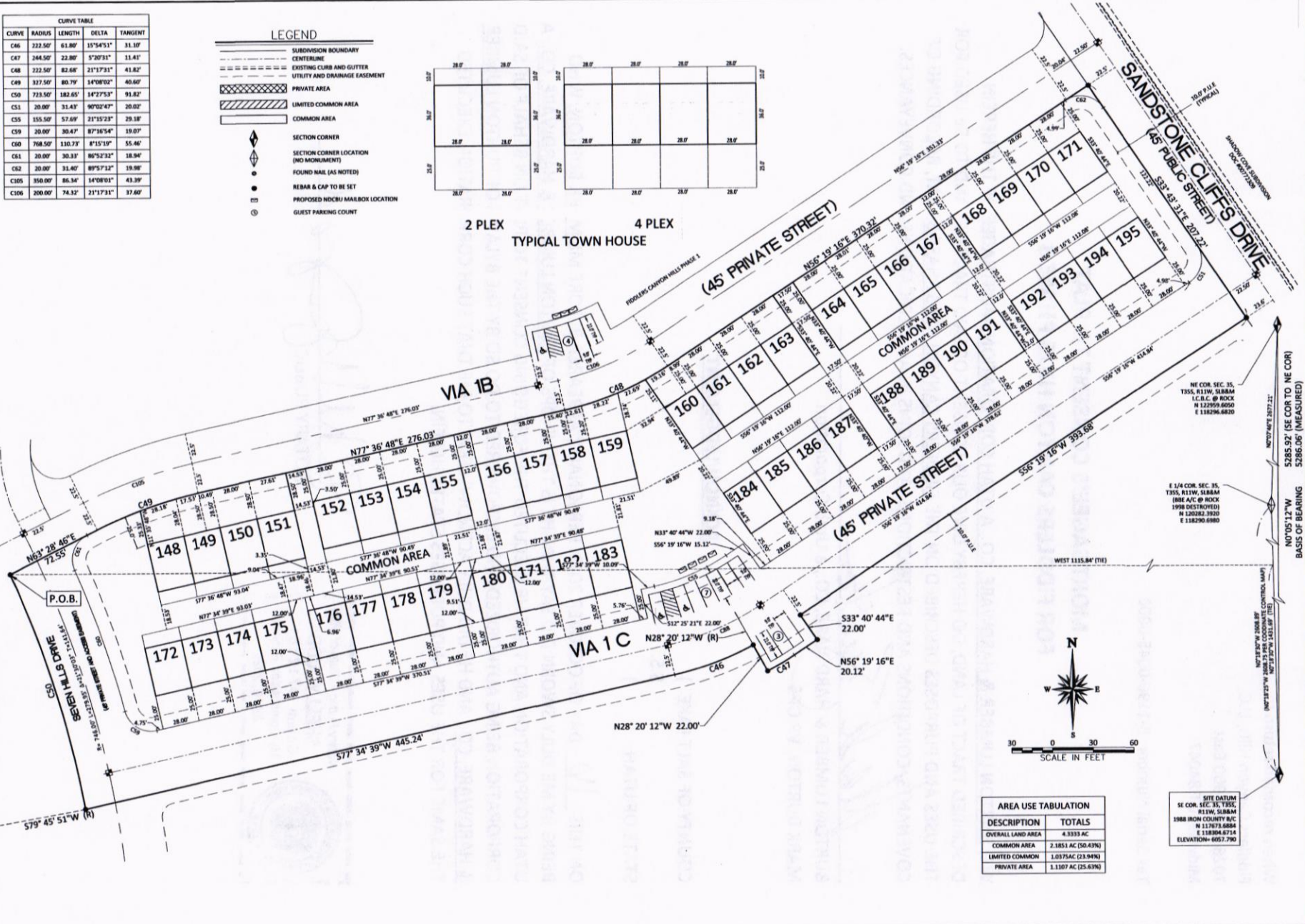
FINAL PLAT
FOR
FIDDLERS CANYON HILLS - PHASE 3
FOR
A PLANNED UNIT DEVELOPMENT
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, T35S, R11W S.L.B.M.
CEDAR CITY, UTAH

CHECKED BY: BK
DRAWN BY: ADJ
DATE: 05-09-2023
JOB NO.: 21-100
SCALE: _____
SHEET NO.: 1 OF 2

CURVE	RADIUS	LENGTH	DELTA	TANGENT
CA6	222.50'	61.80'	15°34'51"	31.10'
CA7	244.50'	22.80'	5°20'21"	11.41'
CA8	222.50'	82.68'	21°17'31"	41.82'
CA9	327.50'	80.79'	14°08'02"	40.60'
CA0	723.50'	182.65'	14°27'53"	91.82'
CS1	30.00'	31.43'	90°02'47"	20.02'
CS5	155.50'	57.69'	21°15'23"	29.18'
CS9	30.00'	30.47'	87°16'54"	19.07'
CS0	768.50'	110.73'	8°15'19"	55.46'
CS1	30.00'	30.33'	86°52'32"	18.94'
CS2	30.00'	31.40'	89°5'12"	19.98'
CS5	150.00'	86.34'	14°08'01"	43.39'
CS6	200.00'	74.32'	21°17'31"	37.40'



2 PLEX
4 PLEX
TYPICAL TOWN HOUSE



AREA USE TABULATION	
DESCRIPTION	TOTALS
OVERALL LAND AREA	4.3333 AC
COMMON AREA	2.1851 AC (50.43%)
LIMITED COMMON	1.0375 AC (23.94%)
PRIVATE AREA	1.1107 AC (25.63%)

SITE DATUM
SE COR. SEC. 35, T35S,
R11W, S188M
1988 IRON COUNTY A/C
N 11767.8 6884
E 13836.4 6714
ELEVATION= 6057.790

NO.	REVISIONS	DATE	BY

BROWN CONSULTING ENGINEERS, P.C.
 CIVIL ENGINEERING-LAND SURVEYING-LAND PLANNING
 101 WEST 800 SOUTH, SUITE 8
 CEDAR RAPIDS, IOWA 52404
 (563) 326-4000 FAX (563) 326-4728

FINAL PLAT
FIDDLERS CANYON HILLS - PHASE 3
 FOR
A PLANNED UNIT DEVELOPMENT
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 35, T35S, R11W, S188M
 CEDAR CITY, UTAH

CHECKED BY: BK
DRAWN BY: ADJ
DATE: 05-19-2023
JOB NO.: 21-10
SCALE: 1"=30'
SHEET NO.: 2 OF 2

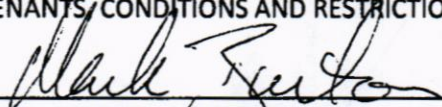
U:\Projects\2023\21-10 Fiddlers Canyon Hills - Phase 3\21-10 Fiddlers Canyon Hills - Phase 3 Final Plat.dwg, 5/19/2023 4:02:11 PM, 11

When recorded return to:
Fiddlers Canyon Hills, LLC
7026 South 900 East
Midvale, UT 84047

Tax Serial Number: B-1196-0045-0000

**MORTGAGEE'S CONSENT TO PLAT
FOR FIDDLERS CANYON HILLS PHASE 3**

WE, BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THE FIDDLERS CANYON HILLS PHASE 3 PLAT, RECORDING OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

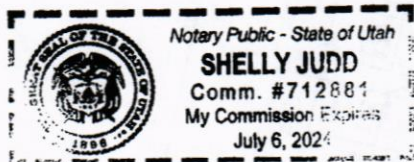


BURTON LUMBER & HARDWARE, CO., a Utah Corporation
MARK BURTON, VP OPS

ACKNOWLEDGEMENT

COUNTY OF SALT LAKE)
S.S.
STATE OF UTAH)

ON THIS 16 DAY OF OCTOBER 2023, PERSONALLY APPEARED BEFORE ME MARK BURTON, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE VP OPS OF BURTON LUMBER & HARDWARE, CO., A UTAH CORPORATION AND THAT HE EXECUTED THE FOREGOING CONSENT TO PLAT ON BEHALF OF SAID CORPORATION BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE BYLAWS OF BURTON LUMBER & HARDWARE, CO., AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATES HEREIN.





NOTARY PUBLIC

CEDAR CITY COUNCIL
AGENDA ITEMS - 3
DECISION PAPER

TO: Mayor and City Council
FROM: City Attorney
DATE: December 30, 2023
SUBJECT: Copper Valley Townhomes PUD Phase 1 (formerly known as the Iron West PUD) located at 200 North 4500 West

DISCUSSION:

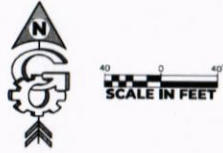
The Copper Valley Townhomes PUD Phase 1, formerly the Iron West PUD, is located in the vicinity of 200 North 4500 West. The City has received payment of the required fees. As of the time of this memo, although we received a title report, there are a couple of issues that still need to be resolved: first, the owner names between the title report and the final plat do not match (title report lists Windmill Plaza LLC and Joseph and Beverly Burgess, but the Final Plat lists Copper Valley Townhomes LLC), and second, we need a sign-off from State Bank of Southern Utah, which holds a Construction Deed of Trust on the property.

This final plat came before the Council about two months ago, but the owners wanted to hold off until 2024 to change legal ownership to Copper Valley Townhomes. That change is expected to happen on January 2nd, and a new title report is expected right after that transaction is completed. Staff will update you on these issues at the Council meeting.

The Final Plat indicates an intent to request a variance from the Engineering Standards to not underground the power lines along SR 56. Because Staff's interpretation of the applicable standard does not require the undergrounding of those power lines, the variance is not necessary.

Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond and bond agreement are in place.

Please consider approval of the final plat for the Copper Valley Townhomes PUD Phase 1.



FINAL PLAT OF: COPPER VALLEY TOWNHOMES PUD, PHASE 1

LOCATED IN SECTION 12, T36S, R12W, SLB&M, CEDAR CITY, UTAH

REFERENCE MONUMENT
SEE P.P. & CAP
ON SOUTH OF 1014.00'

NE 1/4 SEC. 12
EVA CORNER SEC. 12
1/4 SEC. 12
NORTH-SOUTH
NORTH-SOUTH
NORTH-SOUTH

APPROVED

SURVEYOR'S CERTIFICATE

DALLAS H. BUCKNER, PROFESSIONAL UTAH LAND SURVEYOR NO. 1062849-2024, HOLD A LICENSE IN ACCORDANCE WITH TITLE 86, CHAPTER 32, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (LICENSING ACT). HEREBY CERTIFY THAT THIS MAP REPRESENTS A SURVEY MADE UNDER MY DIRECTION OF COPPER VALLEY TOWNHOMES PUD, PHASE 1, A RESIDENTIAL SUBDIVISION LOCATED IN CEDAR CITY, UTAH. MONUMENTS WILL BE PLACED AS REPRESENTED ON THIS PLAT. THE LEGAL DESCRIPTION AND PLAT ARE TRUE AND CORRECT.

DALLAS H. BUCKNER P.L.S. NO. 1062248-2021

PHASE 1 BOUNDARY DESCRIPTION (9.51 AC)

BEGINNING AT A POINT 600' 10" 0" ALONG THE SECTION LINE 123.37 FEET AND 689' 54" 2" W 74.00 FEET FROM THE EAST TO THE CORNER SECTION 12, TOWNSHIP 36 NORTH, RANGE 12 WEST, S&M 1 LINE AND PROCEEDING SAID POINT BEING ON THE WESTERLY LINE OF SAID WEST; THENCE ALONG SAID WESTERLY LINE 600' 10" 0" TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 133.00 FEET AND A CENTRAL ANGLE OF 89' 50" 0"; THENCE ALONG THE ARC OF SAID CURVE 243.26 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 146.50 FEET AND A CENTRAL ANGLE OF 89' 50" 0"; THENCE ALONG THE ARC OF SAID CURVE 25.00 FEET AND A CENTRAL ANGLE OF 89' 50" 0"; THENCE ALONG THE ARC OF SAID CURVE 47.29 FEET TO A POINT ON THE NORTH LINE OF 300' NORTH; THENCE ALONG SAID NORTH LINE 849' 4' 0" W 37.25 FEET; THENCE DEPARTING SAID NORTH LINE N60° 10' 0" W 37.00 FEET; THENCE N60° 10' 0" W 22.26 FEET; THENCE N60° 10' 0" W 34.00 FEET; THENCE N60° 10' 0" W 34.00 FEET TO A POINT ON THE WESTERLY LINE OF HIGHWAY 56; THENCE ALONG SAID SOUTH LINE N60° 10' 0" W 643.79 FEET TO THE POINT OF BEGINNING.

LEGEND

- 30' CIVIL ENG' R/W TO BE SET
- NOT SET
- ⊕ CLASS I MONUMENT TO BE SET OR AS NOTED
- ⊖ CLASS II MONUMENT TO BE SET

- CLUSTER MAILBOX UNITS
- PRIVATE AREA
- LIMITED COMMON AREA (DRIVEWAY)
- COMMON AREA

NOTES:

- THIS PROJECT FALLS WITHIN THE AIRPORT INFLUENCE ZONE (AIZ).
- THIS PROJECT IS ZONED RESIDENTIAL-D-M (DOWELLING, 3 UNITS).
- BUILDING SETBACKS ARE 20' FROM A PUBLIC DEDICATED STREET AND OF A RESIDENTIAL PUD SHALL BE THE SAME AS THE UNDERLYING ZONE WITH EXCEPTION THAT PERMITTED PROPERTY LINES NOT DESIGNATED AS A FRONT OR REAR PROPERTY LINE SHALL BE 10 FEET.
- PUBLIC UTILITY EASEMENTS WILL BE TO ADJACENT FRONT LOT LINES ADJACENT TO THE STREETS & 7.5' ALONG THE SUBDIVISION BOUNDARY AS SHOWN ON THIS PLAT.
- PROPERTY IS LOCATED IN FLOOD ZONE C. AREAS OF MINIMAL FLOODING. SOURCE OF INFORMATION: FIRM PANEL NO. 490075-0708L, EFFECTIVE DATE: JULY 07, 2006. REVISOR: REFLECT LUMP DATED FEBRUARY 19, 2008.
- ALL COMMON AREAS IN THE P.U.D. WILL BE A PUBLIC UTILITY EASEMENT.
- ALL EASEMENTS WITHIN THE PUD BOUNDARY ARE PRIVATE AND SHALL BE ACCESSED BY A COMMERCIAL DRIVEWAY TO DIFFERENTIATE PRIVATE ROADS.
- INDIVIDUAL TRASH CANS ARE PROPOSED TO BE PICKED UP BY CEDAR CITY TRASH.
- WATER PRESSURE IN THIS AREA IS APPROXIMATELY 100 PSI BY IRON WEST PUD PER BOBBE MITCHELL WITH CEDAR CITY WATER DEPARTMENT.
- THE SEWER MAIN DEPTH FOR THIS SUBDIVISION IS LESS THAN THE CEDAR CITY STANDARD OF 5', WHICH MAY RESTRICT EASEMENTS.
- A VARIANCE FROM CITY COUNCIL IS REQUESTED AT THE APPROVAL OF THIS FINAL PLAT TO NOT UNDERGOING THE EXISTING POWER LINES ALONG HIGHWAY 56.
- DASHED LINES SHOWN TO TOWNHOMES UNITS ARE MEASURED PERPENDICULAR TO PRIVATE STREETS THAT IT'S TIED FROM.
- LIMITED COMMON AREA FOR DRIVEWAYS ARE SHOWN FOR REFERENCE ONLY AND SHALL BE BASED ON THE ACTUAL DRIVEWAY LOCATION AS CONSTRUCTED WITH THE TOWNHOMES UNIT. REFER TO DETAIL SHEET 2.
- LOT TO BOLD CONDITIONS EXISTING IN CEDAR CITY, UTAH WHICH OCCASIONALLY CAUSE ROADS SUBSEQUENT PROBLEMS RESULTING IN DAMAGE TO STRUCTURES ERRECTED THEREIN. THE CITY COUNCIL OF CEDAR CITY REQUESTED THE DEVELOPERS OF COPPER VALLEY TOWNHOMES PUD, PHASE 1 TO CONDUCT TESTING OF THE SOIL CONDITIONS EXISTING IN SAID SUBDIVISION. A COPY OF THE FINDINGS OF THAT TESTING, ALONG WITH RECOMMENDATIONS BASED ON THE SAME, HAS BEEN FILED WITH THE SUBDIVISOR OF THIS PROPERTY. HOWEVER, NAME AND ADDRESS ARE LISTED BELOW, AND WITH THE CITY ENGINEER OF CEDAR CITY, UTAH. COPIES OF THIS REPORT MAY BE INSPECTED AT BOTH LOCATIONS BY THE GENERAL PUBLIC AND ANY PERSONS INTERESTED IN PURCHASING PROPERTY LOCATED WITHIN SAID SUBDIVISION.

AREA USE TABULATION

PHASE 1 AREA TO BE CITY OWNED (ROAD DEDICATION)	0.91 AC
PRIVATE AREA	2.90 AC (30%)
COMMON/LIMITED COMMON AREA	6.61 AC (70%)
GREEN SPACE/ OPEN SPACE REQUIRED (35% OF TOTAL AREA)	3.33 AC
GREEN SPACE/ OPEN SPACE PROVIDED (41% OF TOTAL AREA)	4.06 AC

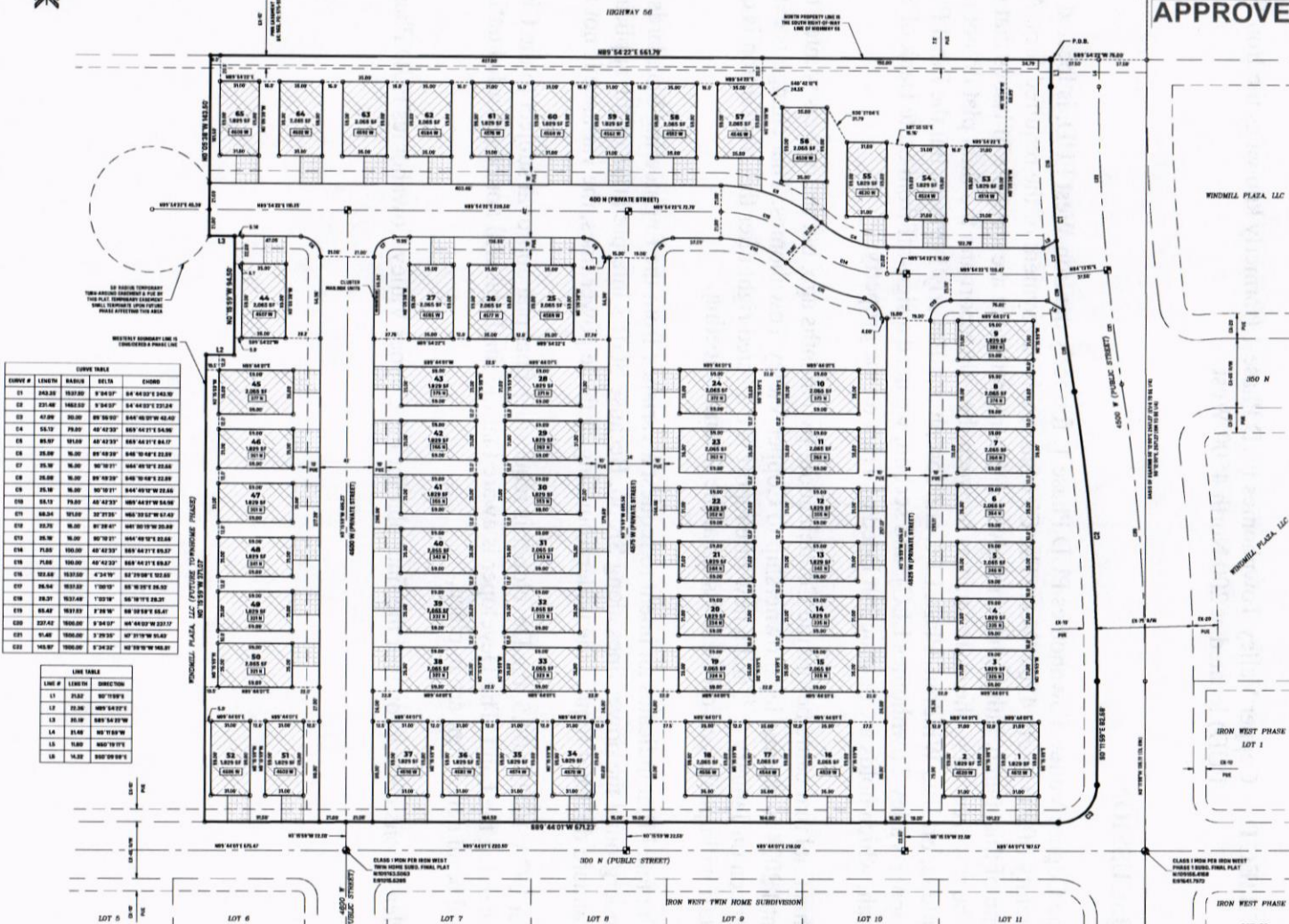
CERTIFICATE OF RECORDING

I, CARRI JEFFRIES, COUNTY RECORDER OF IRON COUNTY, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS _____ DAY OF _____, 20____.

BOOK _____ PAGE _____ COUNTY RECORDER - CARRI JEFFRIES

ENTRY NO. _____ FEE _____

RECORDED AT THE REQUEST OF _____



CURVE TABLE

CURVE #	LENGTH	MIDPOINT	DELTA	CHORD
01	174.00	174.00	0° 0' 0"	0.00
02	234.00	196.50	14° 40' 0"	232.64
03	47.00	30.50	89° 50' 0"	46.40
04	16.00	78.00	49° 42' 30"	88.44
05	16.00	78.00	49° 42' 30"	88.44
06	16.00	78.00	49° 42' 30"	88.44
07	16.00	78.00	49° 42' 30"	88.44
08	16.00	78.00	49° 42' 30"	88.44
09	16.00	78.00	49° 42' 30"	88.44
10	16.00	78.00	49° 42' 30"	88.44
11	16.00	78.00	49° 42' 30"	88.44
12	16.00	78.00	49° 42' 30"	88.44
13	16.00	78.00	49° 42' 30"	88.44
14	16.00	78.00	49° 42' 30"	88.44
15	16.00	78.00	49° 42' 30"	88.44
16	16.00	78.00	49° 42' 30"	88.44
17	16.00	78.00	49° 42' 30"	88.44
18	16.00	78.00	49° 42' 30"	88.44
19	16.00	78.00	49° 42' 30"	88.44
20	16.00	78.00	49° 42' 30"	88.44
21	16.00	78.00	49° 42' 30"	88.44
22	16.00	78.00	49° 42' 30"	88.44
23	16.00	78.00	49° 42' 30"	88.44
24	16.00	78.00	49° 42' 30"	88.44
25	16.00	78.00	49° 42' 30"	88.44
26	16.00	78.00	49° 42' 30"	88.44
27	16.00	78.00	49° 42' 30"	88.44
28	16.00	78.00	49° 42' 30"	88.44
29	16.00	78.00	49° 42' 30"	88.44
30	16.00	78.00	49° 42' 30"	88.44
31	16.00	78.00	49° 42' 30"	88.44
32	16.00	78.00	49° 42' 30"	88.44
33	16.00	78.00	49° 42' 30"	88.44

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	174.00	N0° 0' 0" W
L2	234.00	N14° 40' 0" W
L3	47.00	S89° 50' 0" W
L4	16.00	S49° 42' 30" W
L5	16.00	S49° 42' 30" W
L6	16.00	S49° 42' 30" W
L7	16.00	S49° 42' 30" W
L8	16.00	S49° 42' 30" W
L9	16.00	S49° 42' 30" W
L10	16.00	S49° 42' 30" W
L11	16.00	S49° 42' 30" W
L12	16.00	S49° 42' 30" W
L13	16.00	S49° 42' 30" W
L14	16.00	S49° 42' 30" W
L15	16.00	S49° 42' 30" W
L16	16.00	S49° 42' 30" W
L17	16.00	S49° 42' 30" W
L18	16.00	S49° 42' 30" W
L19	16.00	S49° 42' 30" W
L20	16.00	S49° 42' 30" W
L21	16.00	S49° 42' 30" W
L22	16.00	S49° 42' 30" W
L23	16.00	S49° 42' 30" W
L24	16.00	S49° 42' 30" W
L25	16.00	S49° 42' 30" W
L26	16.00	S49° 42' 30" W
L27	16.00	S49° 42' 30" W
L28	16.00	S49° 42' 30" W
L29	16.00	S49° 42' 30" W
L30	16.00	S49° 42' 30" W
L31	16.00	S49° 42' 30" W
L32	16.00	S49° 42' 30" W
L33	16.00	S49° 42' 30" W

CHECKED: _____ DATE: _____
 SCALE: 1" = 40' DRAWN: _____
 DATE: 7/26/23 SHEET: 12 OF 12

GO CIVIL ENGINEERING
 990 N. BOB W. CEDAR CITY, UT 84202
 #4326-385-8952 WWW.GOCCIVIL.NET

FINAL PLAT OF:
 COPPER VALLEY TOWNHOMES PUD, PHASE 1
 FOR
 COPPER VALLEY TOWNHOMES LLC
 LOCATED IN SECTION 12, T36S, R12W, SLB&M, CEDAR CITY, UTAH

OWNER'S DEDICATION

I, JOHNNAN STEVENS, CEARM CITY ENGINEER, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

CITY ENGINEER'S APPROVAL

I, JOHNNAN STEVENS, CEARM CITY ENGINEER, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

CITY ATTORNEY'S APPROVAL

I, RANDALL MCNEIL, CEARM CITY ATTORNEY FOR CEARM CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEARM CITY CORPORATION PURSUANT TO ITS ORDINANCES AND I HEREBY RECOMMEND FOR APPROVAL ON THIS THE _____ DAY OF _____, 20____.

PLANNING COMMISSION APPROVAL

I, ADAM NAIN, CHAIRPERSON OF THE CEARM CITY PLANNING COMMISSION, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS APPROVED BY SAID COMMISSION.

CITY ATTORNEY'S APPROVAL

I, RANDALL MCNEIL, CEARM CITY ATTORNEY FOR CEARM CITY CORPORATION, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL PLAT AND THAT SAID PLAT MEETS THE REQUIREMENTS OF CEARM CITY CORPORATION PURSUANT TO ITS ORDINANCES AND I HEREBY RECOMMEND FOR APPROVAL ON THIS THE _____ DAY OF _____, 20____.

UTILITY COMPANY APPROVAL

WE, THE HEREIN NAMED PUBLIC UTILITY COMPANIES, APPROVE THE GRANT OF THE REDEVELOPMENT RIGHTS SHOWN ON THIS SUBDIVISION PLAT, SUBJECT TO THE HEREIN STATED CONDITIONS.

UTILITY	DATE
LOWE'S TECHNOLOGIES	_____
ROCKY MOUNTAIN POWER	_____
DOMINION ENERGY	_____
TELECOM	_____
SECURITY CENTRAL COMMUNICATION	_____

UTILITIES NOTE

THE PLAT CONTAINS PUBLIC UTILITIES AND ALL OTHER RELATED FACILITIES WITHIN THE PLAT. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF ALL PUBLIC UTILITIES AND FACILITIES AND HAVE AGREED TO MAINTAIN AND OPERATE THESE PUBLIC UTILITIES AND FACILITIES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF ALL PUBLIC UTILITIES AND FACILITIES AND HAVE AGREED TO MAINTAIN AND OPERATE THESE PUBLIC UTILITIES AND FACILITIES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. THE UTILITY COMPANIES HAVE BEEN ADVISED OF THE LOCATION OF ALL PUBLIC UTILITIES AND FACILITIES AND HAVE AGREED TO MAINTAIN AND OPERATE THESE PUBLIC UTILITIES AND FACILITIES IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

CERTIFICATE OF ACCEPTANCE

I, GARTH DEGEN, MAYOR OF CEARM CITY, DO HEREBY CERTIFY THAT THIS FINAL PLAT HAS BEEN APPROVED BY THE CEARM CITY PLANNING COMMISSION AND HAS BEEN RECORDED IN THE OFFICE OF THE CEARM CITY CLERK ON THIS THE _____ DAY OF _____, 20____.

ACKNOWLEDGEMENT

I, JOHNNAN STEVENS, CEARM CITY ENGINEER, DO HEREBY CERTIFY THAT THIS FINAL PLAT WAS EXAMINED AND ACCEPTED BY ME THIS THE _____ DAY OF _____, 20____.

POST OFFICE APPROVAL

THE UNITED STATES POSTAL SERVICE HEREBY APPROVES THE LOCATIONS SHOWN FOR METROHOODS DELIVERY AND COLLECTION BOX UNITS (F.D.C.B.U.).

990 N. 800 W. CEARM CITY, IOWA

#(515) 288-9992 WWW.GO-CIVIL.NET

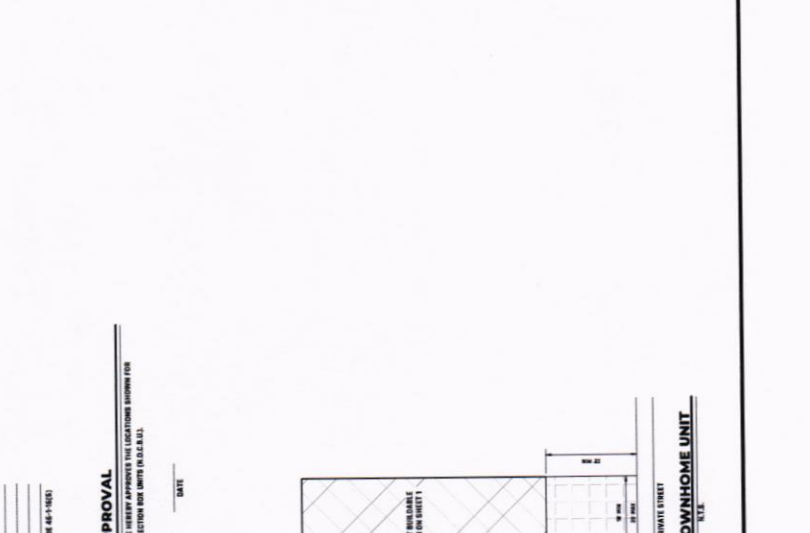


FINAL PLAT OF:
COPPER VALLEY TOWNHOMES PUD, PHASE 1
FOR
COPPER VALLEY TOWNHOMES LLC

NO.	REVISIONS	DATE

LOCATED IN SECTION 32, T39S, R17E, S14M, CEARM CITY, IOWA

CHECKER	DATE



SEARCHED INDEXED
SERIALIZED FILED

CEDAR CITY COUNCIL
AGENDA ITEMS - 4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: 4B Ranch Subdivision Phase 4 located at approximately 4150 West 1900 South

DISCUSSION:

The 4B Ranch Subdivision Phase 4 is located in the vicinity of 4150 West 1900 South. As of the time of this memo, we have not yet received payment of the required fees nor a current title report. Staff will update the Council on these issues at the meeting.

Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plat will not be recorded until the bond(s) and bond agreement(s) are in place. That is expected to be soon.

Please consider approval of the final plat for the 4B Ranch Subdivision Phase 4.

CEDAR CITY
CITY COUNCIL AGENDA ITEM 5
STAFF INFORMATION SHEET

To: Mayor and City Council
From: City Engineer
Council Meeting Date: January 3, 2024
Subject: **Consider a variance to the City Engineering Standards to delete a cul-de-sac on 995 South (Green Street).**

Discussion: The developer of Mountain Vista PUD Phase 3 is requesting a variance from Section 3.2.3 of the City's Engineering Standards to eliminate a permanent cul-de-sac at the west entrance into the PUD. The second sentence in Section 3.2.3 reads as follows:

“Paved cul-de-sacs with curb and gutter and sidewalk will be required on the permanent end of any City street.”

Currently, the final plat for Mountain Vista Subdivision Phase 3 shows a permanent cul-de-sac on the east end of 995 South (Green Street) at an entrance into the PUD. However, the developer has submitted an amended plat that would eliminate the cul-de-sac at that location. The reason for this request is that the soils conditions are very poor in this area. A fissure and soil settlement have been observed in the location where the cul-de-sac is to be installed. It appears that it would be in the best interest of the City to not have public infrastructure constructed in such a susceptible soils area.

This request has been discussed with the City Public Works and Fire Departments. It is staff's opinion that City services can continue to be effectively provided if the cul-de-sac is deleted. There would be no change to how services are currently being provided in that location on 995 South (Green Street).

In City Ordinance section 32-9(B), it states as follows:

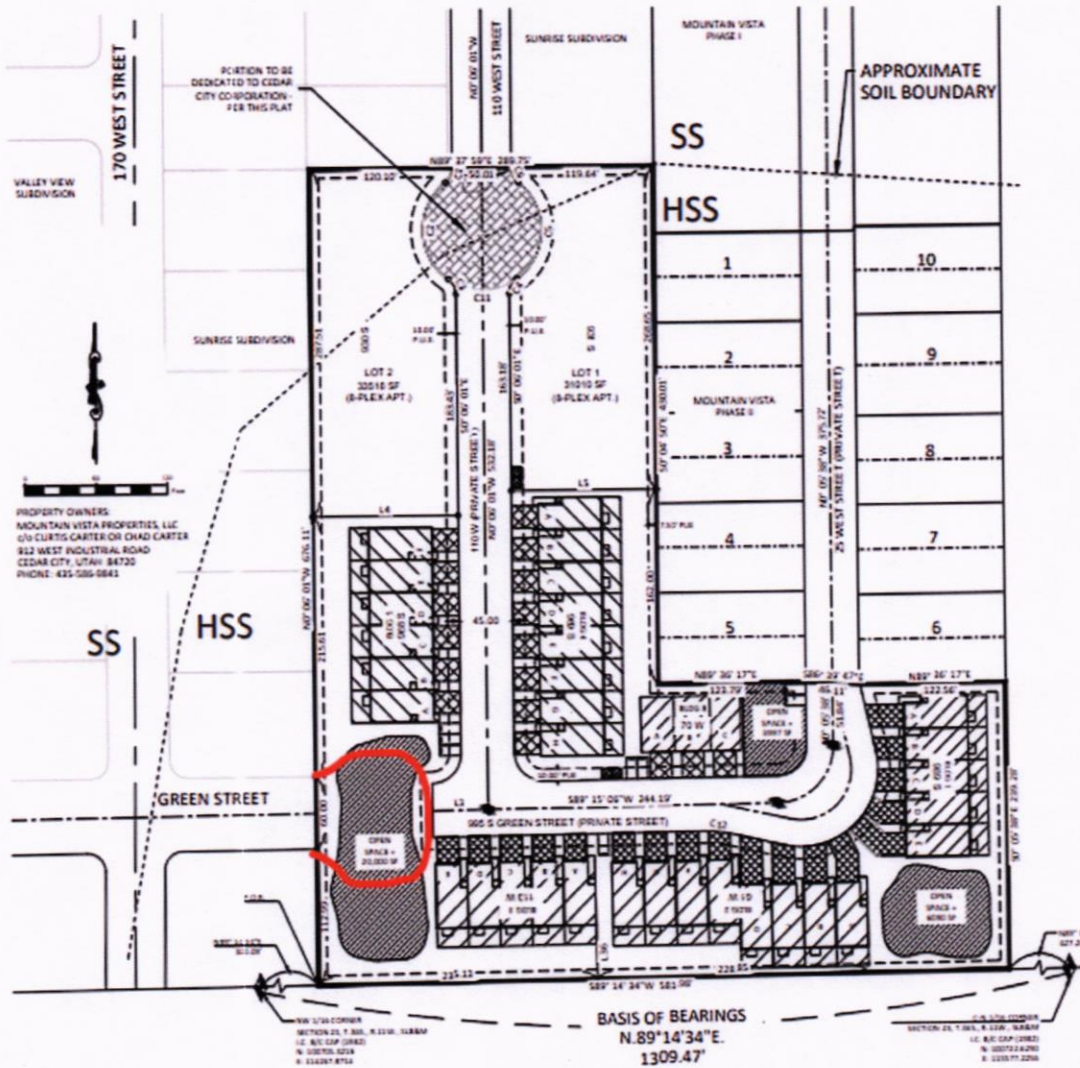
“... where the subdivider can show that a provision of these general requirements and design standards would cause unnecessary hardship if strictly adhered to and where, because of topographical or other conditions peculiar to the site, in the opinion of the City Council, a departure may be made without destroying the intent of such provisions, the City Council may authorize a

variance. Any variance so authorized shall be stated on the Final Plat and the reasons for such departure shall be entered in writing in the minutes of the City Council.”

The following item is attached to this Information Sheet:

1. Exhibit showing the location of the cul-de-sac that is proposed to be eliminated.

Please consider whether to approve a variance from Section 3.2.3 of the City Engineering Standards to delete a permanent cul-de-sac as part of the amended plat for Mountain Vista PUD Phase 3.



The red circle shows where the permanent cul-de-sac is proposed to be eliminated.
The PUD will still have 2 accesses into the development on 25 West and 110 West.

CEDAR CITY COUNCIL
AGENDA ITEMS - 6
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: Amending the Final Plat of the Mountain Vista PUD Phase 3 eliminating a few units and vacating a public right-of-way.

DISCUSSION:

The developers of the Mountain Vista PUD Phase 3 seek to amend the final plat to eliminate the cul-de-sac at Green Street and eliminate units F, G, and H in Building 3. Due to some severe issues with the soils, including a deep fissure, constructing a cul-de-sac and a building in that location is not feasible or safe. A copy of both the original final plat and the proposed amended plat are attached.

The Planning Commission gave a positive recommendation to the Amended Plat, including vacating the right-of-way, which was discussed at a separate meeting.

Please consider an Ordinance approving Amending the Final Plat of the Mountain Vista PUD Phase 3.

PLANNING COMMISSION MINUTES

November 28, 2023

4. PUBLIC HEARING

Amended Plat
(Recommendation)

Green Street and 110 West
Mountain Vista PUD Phase 3

Carter/ Platt & Platt

Mike Platt: This is behind Sportsman's Warehouse. What we want to do because of unforeseen soil issues, is remove one building and the cul-de-sac from the amended plat. It will not be constructed as a safety

procedure. We will leave it as an open space. We will need a variance to do away with the cul-de-sac. It is the best-case scenario to not touch that ground.

Jonathan: I have met with fire and public works. City standards require a cul-de-sac which would allow vehicles to turn around. The fire department didn't see a problem, neither did public works. It is a 125 feet distance. When it goes to City Council, there will be a separate item on the agenda for the City council to consider a variance to the engineering standards to eliminate the cul-de-sac. I went and looked at the soils. Its b=pretty bad. There are fissures that opened up. Staff is in agreement that we should not have city infrastructure over that soil.

Gardner: It sounds like it is very localized. It didn't spread out from there?

Jonathan: It didn't seem to, it seemed localized to that area. I didn't do any studies, just looked in that area. Any other units that they build would have to mitigate whatever soil's conditions are there. But in terms of having city infrastructure right in that area, that would definitely be a concern.

Jett: I think that is an excellent solution

Jonathan: Everything else in the PUD would be private, so it is the development's responsibility to mitigate, but in terms of long-term city maintenance, that's what the concern is.

Mike: Phases 1 and 2 are either complete or being built. Phase 3 they are working on now. Carter Brothers construction

Jonathan: Bob responded to notes Randall asked to be added to mylar. The utilities run to the north; they don't need to extend to Green street.

Jett: Who does the property belong to that the cul-de-sac is on?

Mike: Carters, or go back to city?

Randall: City would vacate it.

Public Hearing Opened

Jim Stockwell: I would like to know about the fissure? Is that the only problem with the soil there?

Jonathan: Well, it's in an area of what we call hydro collapsible soils. So if water is introduced into the area, then those soils can have a tendency to settle. Now, any buildings that they're doing in that area would need to mitigate for that. And there's a geotechnical report that identifies the work that needs to be done in order to mitigate the soils for the soil's conditions. That would be a question for the geotechnical engineer to answer as to exactly what would need to be done in this area. But all they're trying to do in this instance is to remove some infrastructure and three units from the project.

Jim: Is the report available.

Jonathan: Yes, we can get you a copy.

Public Hearing Closed

**Councilmember Davis motions to recommend the Amended Plat for Mountain Vista PUD Phase 3;
Tom Jett seconds; all in favor for unanimous vote.**

December 5, 2023

4. Vacate Right-of-Way
(Recommendation)

Approx 113 W 995 S
Mountain Vista PUD Phase 3

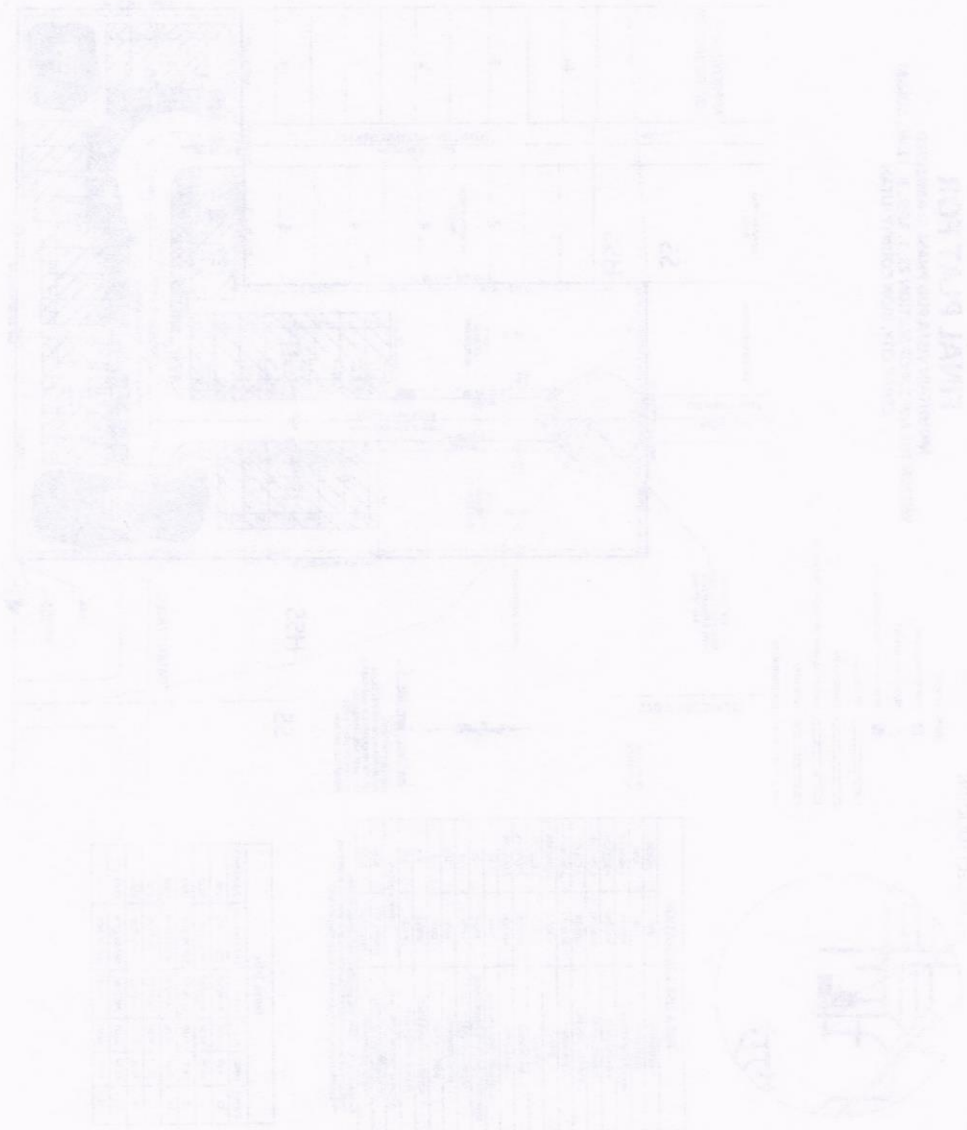
Carter/ Platt & Platt

Bob Platt: Last week we presented the amended plat for Mountain Vista PUD. Jonathan caught a technicality. Since it is a round about that we aren't going to do then it had to go through this request to vacate.

Jonathan: It was Tom Jett who caught it last week.

Bob:

Councilmember Carter motions for a POSITIVE recommendation for the Vacate Right-of-Way at Approx 113 W 995 S.; Davis seconds; all in favor for unanimous vote.





DATE	DESCRIPTION
10/20/23	ISSUED FOR REVIEW
10/20/23	ISSUED FOR REVIEW
10/20/23	ISSUED FOR REVIEW
10/20/23	ISSUED FOR REVIEW
10/20/23	ISSUED FOR REVIEW
10/20/23	ISSUED FOR REVIEW

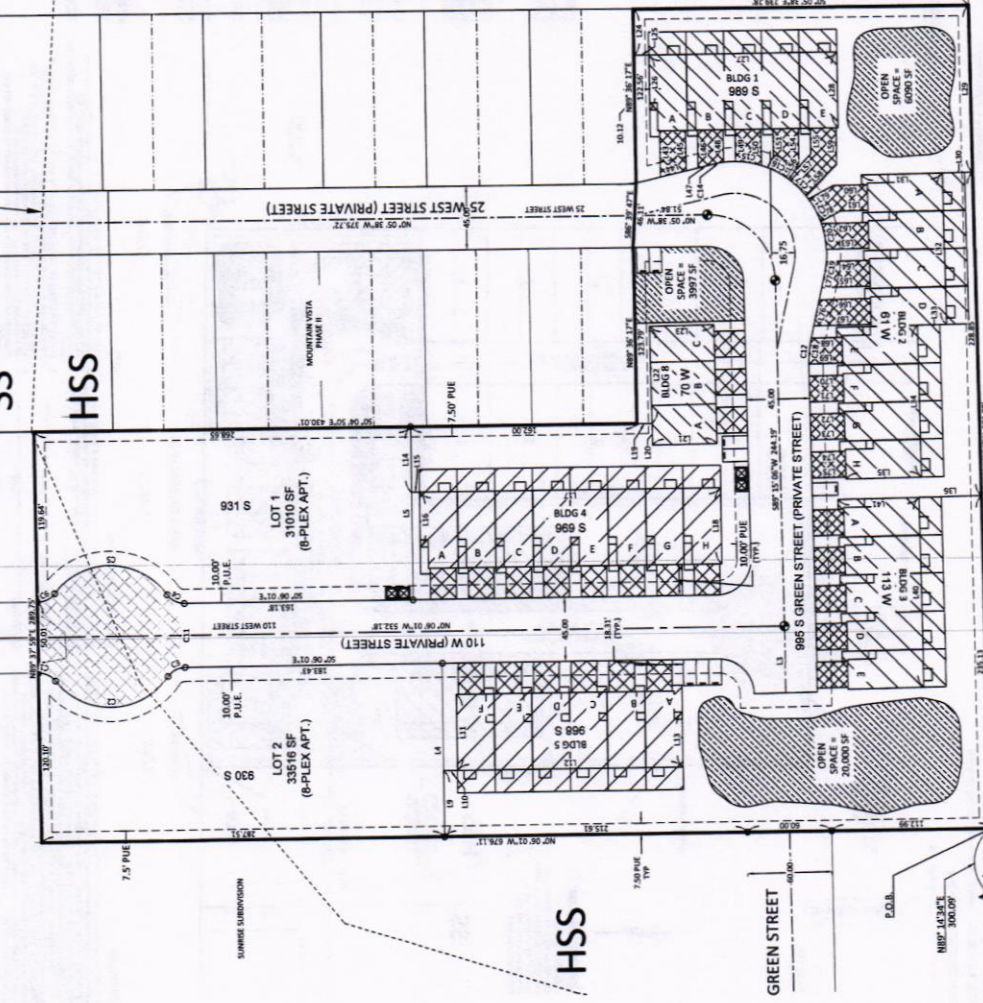
**FINAL PLAT FOR
MOUNTAIN VISTA PUD PHASE III
AMENDED**
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH



**FINAL PLAT FOR
MOUNTAIN VISTA PUD PHASE III AMENDED
WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., SLB&M
CEDAR CITY, IRON COUNTY, UTAH**

Building Tie-Line Table

Line #	Length	Direction
110	47.00	S89°53'46"W
111	9.75	S89°50'17"W
112	160.87	S89°53'50"W
113	38.79	S89°53'50"W
114	46.38	S89°53'50"W
115	5.75	S89°50'17"W
116	38.79	S89°53'50"W
117	214.07	S89°50'17"W
118	53.87	S89°53'50"W
119	10.05	S89°48'54"E
120	15.42	S89°53'50"W
121	46.00	S89°53'50"W
122	46.00	S89°48'54"E
123	46.00	S89°53'50"W
124	24.53	S89°23'45"W
125	10.59	S89°23'45"W
126	38.79	S89°53'50"W
127	184.17	S89°23'45"W
128	53.87	S89°53'50"W
129	18.00	S89°14'36"E
130	21.87	S89°45'27"E
131	57.87	S89°45'27"E
132	107.21	S89°15'00"W
133	70.84	S89°45'27"E
134	70.84	S89°23'45"W
135	53.87	S89°45'27"E
136	133.93	S89°15'00"W
141	57.87	S89°45'27"E



Driveway Building 1

Line #/Curve #	Length	Bearing/Chords	Radius
C14	7.25	S7°24'11"	65.00
C15	18.63	S9°29'30"	65.00
C16	17.52	S7°30'30"	65.00
C17	18.63	S9°29'30"	65.00
L41	32.66	S89°30'17"W	
L42	18.75	S12°59'13"W	
L43	28.57	S89°30'17"W	
L44	24.66	S89°30'17"W	
L45	11.42	S12°59'13"W	
L46	22.89	S89°30'17"W	
L47	25.71	S89°30'17"W	
L48	8.80	S89°30'17"W	
L49	6.67	S13°17'54"E	
L50	18.25	S89°30'17"W	
L51	6.92	S89°30'17"W	
L52	17.07	S89°53'20"W	
L53	31.28	S89°53'20"W	
L54	25.75	S89°30'17"W	

Driveway Building 2

Line #/Curve #	Length	Bearing/Chords	Radius
C18	15.47	S11°08'30"	65.00
C19	7.67	S°45'53"	65.00
C20	18.62	S7°34'31"	65.00
C21	18.38	S7°32'00"	65.00
L55	24.20	S89°44'54"W	
L56	15.80	S89°44'54"W	
L57	33.29	S89°44'54"E	
L58	30.30	S89°44'54"W	
L59	30.71	S89°44'54"W	
L60	34.55	S89°44'54"E	
L61	36.55	S89°44'54"E	
L62	46.85	S89°44'54"W	
L63	23.02	S89°44'54"E	
L64	24.23	S89°44'54"W	
L65	24.23	S89°44'54"W	
L66	24.23	S89°44'54"W	
L67	24.23	S89°44'54"E	
L68	24.23	S89°44'54"W	
L69	24.23	S89°44'54"W	
L70	24.23	S89°44'54"E	
L71	24.23	S89°44'54"W	
L72	24.23	S89°44'54"W	
L73	24.23	S89°44'54"E	
L74	24.23	S89°44'54"W	
L75	24.23	S89°44'54"W	
L76	18.81	S77°31'18"E	
L77	11.05	S107°31'18"W	
L78	15.66	S37°39'30"E	
L79	38.02	S27°39'30"W	

Driveway Building 3

Line #/Curve #	Length	Bearing/Chords	Radius
L80	14.28	S87°40'24"E	

CERTIFICATE OF RECORDING
I, CAROL JEFFRIES, COUNTY RECORDER OF IRON COUNTY, UTAH, DO HEREBY CERTIFY THAT PHASE III AMENDED HAS BEEN FILED FOR RECORD IN MY OFFICE ON THIS DATE.
THE CITY OF _____ 2023
CAROL JEFFRIES
IRON COUNTY RECORDER
MODE _____ FILE _____
RECORDED AT THE REQUEST OF _____
E: 115577.2256

CH JIAJIA CORNER
SECTION 23, T. 36 S., R. 11 W., SLB&M
I.C. B/C CAP (1982)
N: 100795.3216
E: 114610.8714

BASIS OF BEARINGS
N. 89°14'34"E.
1309.47'

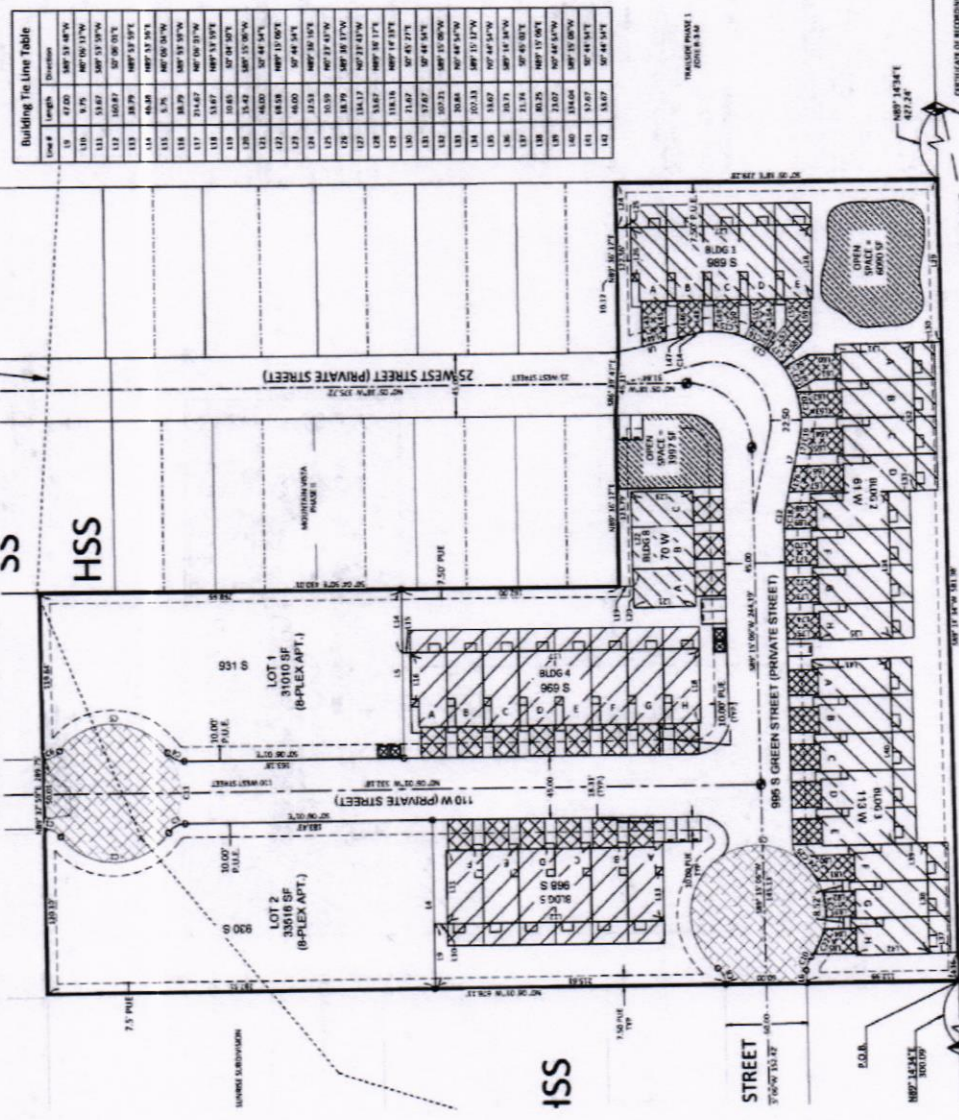
NEW JIAJIA CORNER
SECTION 23, T. 36 S., R. 11 W., SLB&M
I.C. B/C CAP (1982)
N: 100795.3216
E: 114610.8714



**FINAL PLAT FOR
 MOUNTAIN VISTA PUD PHASE III**



**FINAL PLAT FOR
 MOUNTAIN VISTA PUD PHASE III
 WITHIN THE NW 1/4 OF SECTION 23, T. 36 S., R. 11 W., S1B&M
 CEDAR CITY, IRON COUNTY, UTAH**



Building Tie Line Table

Line #	Length	Bearing
101	47.00	S 89° 51' 48" W
102	8.75	N 87° 04' 17" W
103	53.87	S 89° 51' 58" W
104	108.87	S 89° 00' 07" E
105	38.78	N 87° 53' 39" E
106	46.48	N 87° 53' 34" E
107	5.76	N 87° 04' 34" W
108	88.79	S 89° 51' 59" W
109	214.87	N 87° 04' 31" W
110	53.87	N 87° 53' 39" E
111	35.43	S 89° 51' 58" W
112	60.00	S 89° 51' 58" W
113	60.00	S 89° 51' 58" W
114	60.00	S 89° 51' 58" W
115	60.00	S 89° 51' 58" W
116	60.00	S 89° 51' 58" W
117	60.00	S 89° 51' 58" W
118	60.00	S 89° 51' 58" W
119	60.00	S 89° 51' 58" W
120	60.00	S 89° 51' 58" W
121	60.00	S 89° 51' 58" W
122	60.00	S 89° 51' 58" W
123	60.00	S 89° 51' 58" W
124	60.00	S 89° 51' 58" W
125	60.00	S 89° 51' 58" W
126	60.00	S 89° 51' 58" W
127	60.00	S 89° 51' 58" W
128	60.00	S 89° 51' 58" W
129	60.00	S 89° 51' 58" W
130	60.00	S 89° 51' 58" W
131	60.00	S 89° 51' 58" W
132	60.00	S 89° 51' 58" W
133	60.00	S 89° 51' 58" W
134	60.00	S 89° 51' 58" W
135	60.00	S 89° 51' 58" W
136	60.00	S 89° 51' 58" W
137	60.00	S 89° 51' 58" W
138	60.00	S 89° 51' 58" W
139	60.00	S 89° 51' 58" W
140	60.00	S 89° 51' 58" W
141	60.00	S 89° 51' 58" W
142	60.00	S 89° 51' 58" W

Driveway Building 1

Line Reference #	Length	Bearing/Offset	Notes
C14	2.26	8° 24' 13" E	0.00
C15	18.65	8° 25' 30" E	0.00
C16	17.52	17° 35' 30" E	0.00
C17	18.65	8° 25' 34" E	0.00
C18	12.56	187° 35' 17" W	
C19	18.75	187° 35' 11" W	
C20	28.32	187° 35' 17" W	
C21	31.42	187° 35' 11" W	
C22	22.29	187° 35' 17" W	
C23	22.63	187° 35' 17" W	
C24	15.71	187° 35' 17" W	
C25	15.56	187° 35' 17" W	
C26	8.00	187° 35' 17" W	
C27	6.07	171° 17' 54" E	
C28	24.44	187° 35' 17" W	
C29	18.25	187° 35' 17" W	
C30	6.92	187° 35' 17" W	
C31	31.07	187° 35' 17" W	
C32	31.28	187° 35' 17" W	
C33	25.25	187° 35' 17" W	

Driveway Building 2

Line Reference #	Length	Bearing/Offset	Notes
C34	18.65	171° 38' 30" E	0.00
C35	2.26	8° 24' 13" E	0.00
C36	18.65	8° 25' 30" E	0.00
C37	17.52	17° 35' 30" E	0.00
C38	18.65	8° 25' 34" E	0.00
C39	12.56	187° 35' 17" W	
C40	18.75	187° 35' 11" W	
C41	28.32	187° 35' 17" W	
C42	31.42	187° 35' 11" W	
C43	22.29	187° 35' 17" W	
C44	22.63	187° 35' 17" W	
C45	15.71	187° 35' 17" W	
C46	15.56	187° 35' 17" W	
C47	8.00	187° 35' 17" W	
C48	6.07	171° 17' 54" E	
C49	24.44	187° 35' 17" W	
C50	18.25	187° 35' 17" W	
C51	6.92	187° 35' 17" W	
C52	31.07	187° 35' 17" W	
C53	31.28	187° 35' 17" W	
C54	25.25	187° 35' 17" W	

Driveway Building 3

Line Reference #	Length	Bearing/Offset	Notes
C55	20.24	27° 52' 07" E	0.00
C56	18.53	21° 14' 47" E	0.00
C57	19.50	27° 29' 38" E	0.00
C58	4.18	15° 47' 46" E	0.00
C59	27.58	187° 35' 17" W	
C60	24.13	187° 35' 17" W	
C61	24.13	187° 35' 17" W	
C62	24.13	187° 35' 17" W	
C63	24.13	187° 35' 17" W	
C64	24.13	187° 35' 17" W	
C65	24.13	187° 35' 17" W	

NOTE: THE COUNTY RECORDER OF IRON COUNTY, UTAH, ON BEHALF OF THE PUBLIC, HAS REVIEWED THIS FINAL PLAT FOR MOUNTAIN VISTA PUD PHASE III, AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE UTAH PLAT ACT, UTAH CODE ANNOTATED, TITLE 19, CHAPTER 2, SECTION 2-301, AND THE UTAH PLAT ACT, UTAH CODE ANNOTATED, TITLE 19, CHAPTER 2, SECTION 2-302.

DATE OF RECORDING: 06/14/2021
 COUNTY RECORDER: IRON COUNTY RECORDER

SECTION 23, T. 36 S., R. 11 W., S1B&M
 C. 811 W. S1B&M
 E. 115577.2256

SECTION 23, T. 36 S., R. 11 W., S1B&M
 C. 811 W. S1B&M
 E. 115577.2256

SECTION 23, T. 36 S., R. 11 W., S1B&M
 C. 811 W. S1B&M
 E. 115577.2256

CEDAR CITY COUNCIL

AGENDA ITEMS – 7

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: Amending Development Agreement for Cedar Creek Detailed Minor Lot Subdivision at 1221 S Main with VE Management and Investment Co. L.C.

DISCUSSION:

After getting the City's initial approvals for this subdivision, the developer discovered a City water line running through the property that was not recorded. Concerned that other unknown and unrecorded claims to potential easements could exist, VE Management has asked that the City agree to an addendum to the Development Agreement agreeing to allow VE Management to move any City-owned utilities to the standard PUE and for the City to not prevent the movement of any privately owned utilities to be moved to the PUE as well if the utility can be moved safely. The City is not aware of other utilities that would be subject to this addendum, but staff is unaware of any reason we would have to object to any utility being moved, *at VE Management's expense*, to where we typically want the utilities to be.

Additional terms are added (1) to cover upsizing costs, if any, which is already required by ordinance, and (2) to address the fact that the project is now fully owned by VE Management.

Please consider approving the attached Addendum to Development Agreement.

1. Consider entering a Development Agreement with Choice Builders, LLC concerning property located at 2700 S., 2800 S., and 2900 S. Tipple Road. Development Agreement

1221 S Main St VE Management
Amendment Cedar Creek Minor Lot
(Recommendation)

Randall McUne: There are a number of changes, mostly to include a change in ownership. It is under VE Management and Investment. The other main thing in the amendment is from, when they started digging, they found a buried pipe. There have never been any easements recorded, but you don't find out sometimes until you're digging. So to simplify the legal piece, if they find a pipe, powerline, etc. The city agrees to let them move it, or if it is a private easement, the city will not get in the way. We are not relinquishing easements, but staying out of it. What we're relinquishing is the possibility of claiming some type of prescriptive easement in the future if they find anything. We're not aware of anything, but this is essentially just their way of feeling comfortable for their investors to say, if something's there, the city's not something to say, you can't build over it. Again, it won't cost the city anything. If they find anything else beyond what they've already found, they will have to pay to move it. We'll just promise not to get in their way if they do find something. So that's really the only meat of what's changed in this agreement.

Isom: Will they be obligated to tell us?

McUne: Yes

Jett: Will there be as-builts to mark new ones?

McUne: There will be a PUE coming in anyhow. Unless it is a private one. We aren't expecting more, but they did find one. They are trying to catch earlier on.

Councilmember Jett motions for a POSITIVE recommendation for the Development Agreement Amendment for Cedar Creek Minor Lot; Isom seconds; all in favor for unanimous vote.

Recorded at the request of:
City of Cedar City, a Utah municipal corporation
10 N Main Street
Cedar City, UT 84720

Record against the property described in Exhibit A

ADDENDUM TO DEVELOPMENT AGREEMENT

This Addendum to Development Agreement (“Addendum”) is an addendum to the Development Agreement recorded as Entry No. 00803422 on March 27, 2023, in the official records of the Iron County Recorder, State of Utah (the “Development Agreement”), which was entered into by and among the City¹ and Owner. The City and Owner are sometimes referred to in this Addendum each, individually, as a “Party” and together, collectively, as the “Parties”. Nothing contained in the Addendum shall create the relationship of any partnership, joint venture, or agency relationship between any of the respective Parties.

Construction and work on the project and Property has commenced and an application for a detailed minor lot subdivision of a portion of the Property, referred to as the Cedar Creek Minor Lot Subdivision, has been submitted for recordation from the City. Additionally, ownership of the Property has changed and all the Property is now owned by VE MANAGEMENT AND INVESTMENT CO., L.C., a Utah limited liability company (“VE Management” or “Owner”).


- A. **Relocation of City-interest Easements.** The City hereby acknowledges and agrees that any public utilities and/or drainage within the Property, including any easements, express, implied or otherwise, to which the City has any interest or potential to claim interest, related thereto and which exist in locations not specifically identified in an approved lot subdivision or official recorded plat as easement areas for the same may be relocated to the 30’ P.U.E. area, or other easement areas identified in the approved lot subdivision or official recorded plat(s) for the respective real property that is part of the Property. Upon relocation of said utilities and/or drainage within the Property, all such related easements, if any, including any contrary provision in any previously recorded survey, instrument, or plat of the Property, or portion thereof, that is not identified by the approved lot subdivision or official recorded plat(s) shall be substituted, superseded and replaced in their entirety by the easements expressly identified in the approved lot subdivision or official recorded plat(s) for such property. The City hereby further agrees that as to any utility or drainage easement to which the City has any interest or potential to claim interest related to the Property that is not expressly identified by an approved lot subdivision or official plat(s) recorded after the date of this Addendum, the City shall not seek to have any such utility or drainage easements, including any rights, claims, or interests therein or thereto, if any, enforced through judicial proceedings or otherwise. Unless otherwise agreed upon by the Parties in writing, the costs to relocate any such utilities and/or drainage shall be paid by the Owner. The Parties acknowledge that neither Party can or will force private entities to agree to the movement of any easements, express, implied or otherwise, or to waive the private entities’ rights, if any. However, the City agrees to allow and not prevent the movement of any such private utility easements to the 30’ P.U.E. area if said utility can be placed within the P.U.E. safely. Owner acknowledges that it will have the responsibility to obtain agreement from any utilities to move said private utility easements, if any, prior to moving the utility.

¹ Capitalized terms in this Addendum shall have the same meaning and definition as used in the Development Agreement unless otherwise expressly defined in this Addendum.

- B. **Upgrades/Upsizing.** As used herein, "Public Improvements" means any public or quasi-public infrastructure or amenities, including without limitation, roads, utilities or the like of any kind (including but not limited to water, sewer, drainage, power, etc.), monument signage, traffic facilities (e.g. signalized intersections, etc.) greenspace and/or open space, public easement areas, or the like, or anything in connection therewith. The Parties hereby acknowledge and agree that in the event the City requires any upgrades, upsizing, increase, or other enhancement of any kind, whether in quantity, quality, extent or nature of any Public Improvements or any aspect thereof ("Upsizing") relative to the minimum Public Improvements (or level thereof) initially required under the City's Existing Laws (as applicable, the "Base Level Public Improvements"), the City shall be fully responsible for and promptly pay all costs and expenses of such Upsizing within 45 days of the City receiving a request for the same from the Owner. In order to request reimbursement, the Owner must first completely install all such improvements to the reasonable satisfaction and acceptance by the City. For purposes of example only, in the event the standard width of sidewalks under the City's Existing Laws were 4-footwide based on the zoning of the Property, and the Owner was required to install 6-foot-wide sidewalks in the Property pursuant to the request or approval of the City, the City would pay all costs of such Upsizing work. As to any Upsizing, the Owner shall not be required to pay or file any type of bond for construction of the same.
- C. **Assignment.** The Parties acknowledge that all the Property is now owned by VE MANAGEMENT AND INVESTMENT CO., L.C., a Utah limited liability company ("VE Management") and VE Management is the successor and assign of all rights of the prior owner pursuant to the Development Agreement. All references to "Owner" under the Development Agreement shall now mean and only refer to VE Management.
- D. **Integration.** This Addendum is and shall be considered to be an addendum and part of the Development Agreement entered between the Parties. To the extent this Addendum modifies or conflicts with any other provision of the Development Agreement, the terms of this Addendum shall control. All other terms of the Development Agreement not modified or supplemented by this Addendum shall remain the same. Additionally, this Addendum shall be recorded against the Property identified in Exhibit A hereto in the official records of the Iron County Recorder's Office, State of Utah.

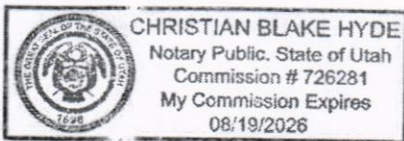
IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year set forth herein:

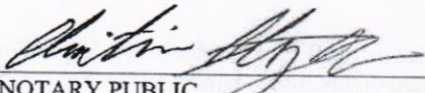
OWNER:
VE MANAGEMENT AND INVESTMENT CO., L.C.


By: Eric S. Wilson
Its: Authorized Representative

STATE OF UTAH)
) :ss.
COUNTY OF WASHINGTON)

On this 22nd day of November 2023, personally appeared before me Christian Hyde who duly acknowledged to me that he signed the above and foregoing document.




NOTARY PUBLIC
Page 2 of 4 November 22nd, 2023

CITY:

**GARTH O. GREEN
MAYOR**

[SEAL]
ATTEST:

**RENON SAVAGE
CITY RECORDER**

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

This is to certify that on the ____ day of _____ 2023, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green , known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC


Exhibit A

- Legal Description -

BEGINNING AT A POINT N0°30'47"W 1084.59 FEET ALONG THE SECTION LINE AND N89°09'34"E 201.94 FEET FROM THE CENTER SOUTH 1/16 CORNER OF SECTION 22, TOWNSHIP 36 SOUTH AND RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING N0°30'47"W BETWEEN THE CENTER SOUTH 1/16 CORNER AND THE CENTER OF SECTION 22); SAID POINT ALSO BEING ON THE LIMITED ACCESS LINE OF SR-130 (MAIN STREET); THENCE ALONG SAID LIMITED ACCESS LINE THE FOLLOWING THREE (3) COURSES; N44°08'59"E 190.61 FEET TO A POINT ON A 17137.73 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N45°04'38"W); THENCE 231.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°46'22" TO A POINT ON A 17137.73 FOOT RADIUS NON-TANGENT CURVE WITH (RADIUS POINT BEARS N43°20'49"W); THENCE 251.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°50'24" TO A POINT ON A 35.00 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS S44°11'13"E); THENCE 55.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'40"; THENCE S44°05'33"E 16.05 FEET; THENCE N45°37'19"E 60.00 FEET; THENCE N 44°05'33"W 16.46 FEET TO A POINT ON A 35.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS N45°54'27"E); THENCE 54.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'19" TO A POINT ON THE LIMITED ACCESS LINE OF SR-130 SAID POINT ALSO BEING ON A 17137.73 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N44°37'14"W); THENCE 136.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°27'24" TO A POINT ON A 17137.73 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS N42°35'45"W); THENCE 224.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°45'02"; THENCE LEAVING SAID LIMITED ACCESS LINE S00°15'41"E 725.21 FEET; THENCE N45°37'19"E 91.90 FEET; THENCE S0°15'41"E 408.29 FEET; THENCE S85°35'19"W 108.84 FEET TO A POINT OF CURVATURE WITH A 311.69 FOOT RADIUS CURVE TO THE LEFT; THENCE 163.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'11"; THENCE S55°35'07"W 895.36 FEET; THENCE N45°36'02"E 147.22 FEET; THENCE N0°32'41"W 718.81 FEET TO THE POINT OF BEGINNING.
CONTAINS: 17.50 ACRES

The owners of each respective portion of the above said Property are as follows:

APN:	Approximate Acreage	Owner
B-1135-0057-0000	11.93	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0065-0000	0.37	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0064-0000	1.13	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0058-0000	0.81	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0056-0000	0.37	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0053-0000	0.29	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0118-0000	0.52	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0117-0000	0.26	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0059-0000	0.37	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0059-0001	0.39	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0066-0000	0.56	VE MANAGEMENT AND INVESTMENT CO., L.C.
B-1135-0119-0000	0.54	VE MANAGEMENT AND INVESTMENT CO., L.C.

CEDAR CITY COUNCIL
AGENDA ITEMS - 
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: Black Sage Subdivision Phases 1-2 located at approximately 2530 S Providence Center Drive

DISCUSSION:

Black Sage Subdivision Phases 1-2 are located in the vicinity of 2530 S Providence Center Drive. We received payment of the required fees, including pre-plat construction penalties, the title report for Phase 1, and the CC&Rs for both phases. As of the time of this memo, we have not yet received the title report for Phase 2. Staff will update Council at the meeting regarding the second title report.

Per UCA 10-9a-604.5, the Developer is requesting final plat approval subject to the City receiving the bond. The Developer is aware that the final plats will not be recorded until the bond(s) and bond agreement(s) are in place.

It should be noted that both plats will need to be recorded together. Phase 1 came before the Council at a work meeting on September 20th seeking final plat approval, including a variance on one of the required cul-de-sacs. However, the item was pulled prior to the September 27th meeting with the goal of a minor redesign. The cul-de-sac at issue was eliminated with the concurrent development of Phase 2.

Please consider approval of the final plats for the Black Sage Subdivision Phases 1-2.

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

To: Mayor and City Council

From: City Engineer

Council Meeting Date: January 3, 2024

Subject: Consider bids for electrical work on the Wastewater Treatment Plant Dewatering project.

Discussion:

In October 2023, a bid was advertised for the installation of the dewatering expansion materials by general contractors. Unfortunately, no bids were received. After that, City staff moved forward to obtain quotes from the various trades to complete the project. Quotes for all of the remaining work have now been received.

A quote for electrical work was received in the amount of \$169,384.00 from Barney Brothers Electric. Per the City's purchasing policy, this item for the electrical work is being presented to the City Council for consideration since it exceeds \$50,000.

Based on costs expended so far and quotes received, the project is \$74,123 under budget. Funding is available within the approved capital budget to move forward with all of the quotes received from contractors for the various items that remain to be done.

On the next page, background information is provided regarding the project:

Background and Purpose

As part of the Nitrate Mitigation Project at the Cedar City Regional Wastewater Treatment Facility (CCRWTF) in 2015, a solids dewatering building was constructed. The building was built with space for two trains of dewatering equipment but supplied with only one train. The figure below is taken from the 2015 project plans and shows the equipment installed in the dewatering building and the space left for future equipment. Each train of dewatering equipment includes a solids feed pump, liquid polymer mixer/feeder unit, and screw press system (floc tank, press, and ventilation fan). The dewatering building was built with expansion in mind as there are spare buckets in the motor control center (MCC), spare input/output terminals in the control cabinet, floor drains, supply piping and conduit embedded in the floor, and the solids conveyor was sized for solids from two screw presses.

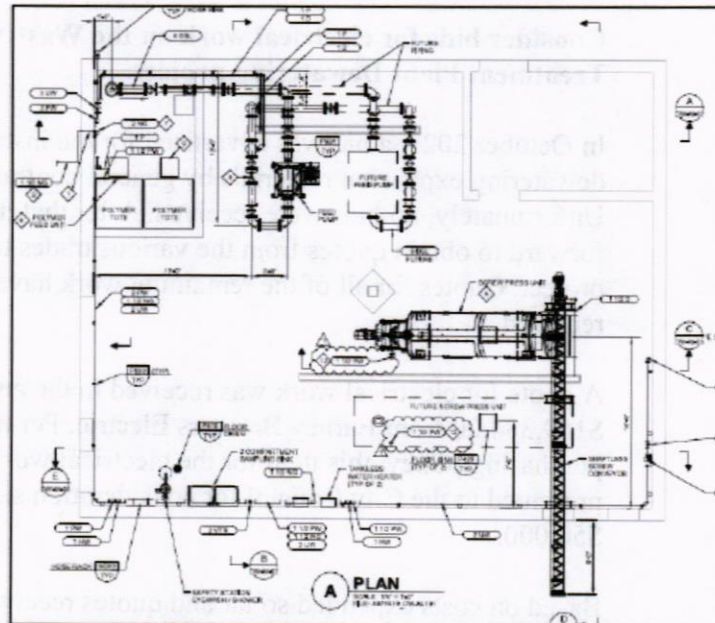


Figure 1 – Plan view of existing Dewatering Building showing installed equipment and room for an additional train of dewatering equipment.

The following items are attached to this Information Sheet:

1. Summary report regarding the Dewatering Expansion project.
2. Project costs to date for the project.
3. List of quotes received from contractors.

Please consider whether to approve the electrical bid in the amount of \$169,394.00 from Barney Brothers Electric and approve the remaining quotes to finish the project in the total amount of \$315,936.08. Thank you for your consideration.

CEDAR CITY WASTEWATER TREATMENT FACILITY

CAPITAL DEWATERING PROJECT

This capital project was approved in the FY2022/2023 Capital Budget for \$995,000. This project is for a 2nd Dewatering Train in the Dewatering Biosolids Building to add redundancy for failure and maintenance and the option to run (2) two trains at one time as the amount of Biosolids generated increases as the flows and population increase. This project consists of a new Screw Press, Reaction Tank, Sludge Pump, and Polymer induction unit, along with electrical components, mechanical components, Concrete Work, overhead crane and Scada integration. As to date the Screw Press and Sludge Pump were ordered in July 2023 due to the long lead times. At this time, we have received the Sludge Pump on-site and the Screw Press, Reaction Tank and Polymer induction Unit are expected in April 2024. This project was sent out as a bid advertisement in March of 2023 and received two General Contractor bids that were \$220,000 and \$427,000 over engineer cost estimate and budgeted amount of \$400,000. This was again rebid in October 2023 and received (0) bids from Contractors and Suppliers. The City and WWTP decided to take on the project as the General Contractor and oversee the project and perform all mechanical labor in house along with the outside help of professional services in Electrical, Concrete, Scada, Overhead Crane and HVAC. The following quotes have been received to perform as such. Per City Purchasing Policy the Electrical quote is required to be approved by the Cedar City Council. Attached is the breakdown of the Capital Budget (53-56-740) Dewatering project of \$995,000 and bid quotes for professional services and materials. We ask the council to approve the proposed quotes to finish this project in the amount of \$315,936.08. This will leave a positive balance of \$74,123.94.

CEDAR CITY WASTEWATER TREATMENT FACILITY

Dewatering Project Costs to Date. Sewer Plant Fund-Acct #53-56-740

Capital Project Amount **\$995,000.**

Stantec Engineering Design	\$ 150,000.00
Screw Press Equipment Bid	\$ 398,000.00
Sludge Feed Pump	\$ 49,505.00
Screw Press Exhaust Fan	\$ 2,893.24
Sludge Flow Meter	\$ 3,255.71
Utility Water Booster Pump	\$ 1,286.03
To Date Total of Project:	<u>\$ 604,939.98</u>
Remaining Balance to	\$ 390,060.02
Complete Project:	
Proposed Quotes:	\$ 315,936.08
Balance:	\$ 74,123.94

Date of first public bid:

Open 3/03/2023. Closed 3/30/2023

Two General Contractors bid. One bid was \$220,000 over budget and the other was \$427,000 over budget.
(0) Supplier Bids

Date of second public bid:

Open 10/23/2023. Closed 11/16/2023

No General Contractors bid.
(0) Supplier Bids

11/16/2023

The City will act as The General Contractor because the Screw Press and Pump have already been ordered to save on long lead time items. The pump has been delivered and the Screw Press is due to be delivered April 2024.

DEWATERING PROJECT

Company	Scope of Quote	Price/Bid	Bids
	Electrical-Quotes due Dec 8th		
Barney Brothers Electric	Electrical Work, I&C, Materials, MCC to match existing, VFD and HVAC Controls per electrical engineering drawings, (+Alt A) adds \$6,000.00 and is included in this price. (Motor Control Center (MCC) lead time is 6 months from order.)	\$ 169,384.00	
Marshall & Evans Electric	Bid is incomplete. VFD, MCC, HVAC are not included in their bid as required per electrical engineering drawings in Addendum 1, and proposal was not detailed out.		\$ 59,300.00
	HVAC-Quotes were due Dec 15th		
S&S Mechanical	Exhaust Ducting and labor to install, per engineering drawings	\$ 15,137.63	
Davis Heating & Cooling	Contact was made drawings were emailed, No Bid Received.		
	Mechanical-Quotes due Dec 8th (WWTP) to perform all labor		
Mountainland Supply	4" and 6" ductile iron cement lined pipe, flanges, spools, (4) 6" plug valves, (1) 6" check valve, 6" elbows, 6" tees, stainless steel bolt & gasket sets, pipe supports. In field fabrication of stainless steel piping from reaction tank to press to accept polymer injection ring per engineering drawings.	\$ 44,620.55	
	Same for existing screw press, fabrication of piping to accept polymer injection ring.	\$ 5,743.40	
Scholzen Products	Contact was made drawings were emailed, No Bid Received.		
Rocky Mountain Valve	They bid the valves only. No piping.		
	Concrete Pedestals-Quotes due Dec 22nd		
Korey Hillyard/Gleave Concrete	Labor, Concrete, Materials, per engineering drawings	\$ 6,000.00	
Munford Construction	No Bid Received		
Phase Concrete	No Bid Received		
MS Concrete	No Bid Received		
	Dorsett Controls (Sole Source SCADA)		
Dorsett SCADA	All Scada connection, terminating of wires, testing & programming to match existing.	\$ 24,562.10	
	Screw Press Chute to JDV Conveyor (Sole Source)		
JDV Chute	Screw Press Chute to Conveyor-Sole source as JDV is the conveyor manufacture.	\$ 7,635.00	
	Hoist		
American Equipment	4-Ton Overhead Cable Hoist - 12-14 week lead time* *Lead time, scheduling, installation, testing and load testing could cause press install delays*	\$ 37,110.00	
Crane Tech	4-Ton Overhead Cable Hoist - *In stock ready to ship*		\$ 41,541.72
	Total of Column C	\$ 315,936.08	
	Total Budget For Dewatering Project Installation:	\$ 390,060.02	
	Balance	\$ 74,123.94	

CEDAR CITY COUNCIL

AGENDA ITEM – 10

TO: Mayor and City Council
FROM: Tyler Galetka, Airport Manager
DATE: January 3, 2024
SUBJECT: Approval Vroom.Me Car Rental Lease in airport terminal

DISCUSSION:

Vroom.Me car rental, based out of the St. George Regional Airport, reached out to me requesting space for a car rental organization to operate out of our airport. Vroom.Me offers a unique car rental fleet, varying from compact cars, offroad vehicles, and large sprinter vans. At this time, they are pursuing a lease agreement that includes a car rental counter, office space, and five (5) parking spaces at our airport terminal. Along with city legal, we have drafted a 5-year lease agreement for Vroom.Me to occupy the described space and provide additional rental car options for our airport, which is critically needed.

We are asking for the city council to approve this lease with Vroom.Me to operate out of our available space at the airport.

LEASE AGREEMENT

THIS AGREEMENT, made and entered on this _____, _____, by and between CEDAR CITY CORPORATION, 10 North Main Street, Cedar City, UT 84720, a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as the LESSOR, and AMPLIFICARE, LLC dba VROOM.ME, hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, LESSEE operates a car rental business, and LESSEE is desirous of obtaining office space at the Cedar City Regional Airport from the LESSOR for the purpose of carrying on said business, and LESSOR deeming it to be a mutual advantage to both parties to offer LESSEE space at the Airport on a rental basis;

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Leased Premises. LESSOR hereby leases, subject to the conditions herein set forth, 170 square feet of office space in the terminal building as shown on Exhibit A1 attached hereto and incorporated herein by this reference. The leased space shall be used for the sole purpose of operating a car rental business, and any other activities which may be approved in writing by the Cedar City Council. LESSOR also hereby leases 5 parking spaces as shown in Exhibit A2. The parking spaces are for the storage of rental vehicles only.

2. Term. The term of this Lease Agreement shall be for a period of five (5) years commencing on 1 December 2023, and expiring on 30 November 2028, unless sooner terminated pursuant to the terms of this Agreement. During said 5-year period, LESSOR may increase the consideration annually, at a rate not to exceed the aggregate percentage of increase in the overall national consumer price index

for the previous calendar year and not to exceed a maximum of 5 percent. The lesser of the two rates will be utilized.

3. Rental. The LESSEE shall pay to LESSOR as rental for the above-referenced office space the sum of \$1.30 per square foot per month. LESSEE shall pay to LESSOR as rental for the above referenced parking spaces the sum of \$5.00 per parking stall per month.. Total monthly rental fee shall be \$246.00. The LESSEE shall also pay an Airport Concession Fee of 10% of gross sales on all car rentals. This Airport Concession Fee shall apply to all customers that arrive or depart from the airport or use the airport in any way during rental period, regardless of where the vehicle is picked up, dropped off, or where the contract is executed. All payments shall be payable on or before the first day of each month commencing on 1 December 2023. Failure to pay the lease payment for thirty (30) days shall constitute a breach of this agreement. LESSEE shall have fifteen (15) calendar days to cure the breach. Thereafter, they shall forfeit all rights under the lease, the lease shall terminate and possession of the leased property shall revert to LESSOR. Any personal property of LESSEE remaining on the premises for more than fifteen (15) days after termination of the lease for any reason shall become the property of LESSOR to dispose of as it sees fit. LESSEE gives LESSOR the right to inspect its monthly gross sales receipts at any time requested by LESSOR.

- a. LESSEE agrees that as a condition of leasing City property, that LESSEE's operating hours will accommodate all incoming scheduled commercial service flights into the Cedar City Regional Airport. LESSEE and LESSOR acknowledge the importance and necessity for all incoming passengers to have the ability to rent a vehicle from a location at the Cedar City Regional Airport no matter the day or time of day of the incoming flight.

4. Insurance. LESSEE agrees to maintain personal injury and property insurance coverage with

one million dollars (\$1,000,000.00) aggregate coverage and one million dollars (\$1,000,000.00) per occurrence. The policy shall name the LESSOR as an additional insured. LESSEE agrees to hold the LESSOR, its elected and appointed officials, its agents and employees harmless from liability arising out of the use of the leased premises by LESSEE, its agents or invitees, or from loss or theft of LESSEE's property located on said premises. LESSOR shall not be liable for any damage or injury to LESSEE, or any other person, or to any property, occurring on the premises or any part thereof, and LESSEE agrees to hold LESSOR harmless from any claims for damages, unless and except such claims or damages are occasioned by an act of gross negligence on the part of LESSOR, its agents, representatives or employees. LESSEE, at its expense, shall maintain insurance on LESSEE's contents at the premises. LESSOR shall maintain insurance on the terminal structure.

5. Utilities. LESSOR agrees as part of said rental to furnish heat, air conditioning, electricity, and area lighting. LESSEE shall be responsible for telephone expenses and any other utility not herein specifically agreed upon. Should LESSOR have notice that a utility has malfunctioned, LESSOR shall have a reasonable time to fix the malfunction.

6. Maintenance of Terminal Building. LESSOR reserves the right and privilege to develop, further improve, repair, maintain or otherwise modify the terminal building as it sees fit. LESSOR has the right to temporarily close the terminal building or any part thereof for maintenance or improvements, or for public safety, without liability to the LESSEE. LESSOR has the right to enter the space leased by LESSEE to conduct any activity described in this paragraph. LESSOR shall do so with due regard to LESSEE's business.

7. Alterations. LESSEE shall not, without first obtaining the written consent of LESSOR, make any alterations, additions, or improvements, in, to, or about the premises. This paragraph includes

improvements contemplated by paragraph 15 of this Agreement. Once the written design is approved by the City, the written design shall, without further action, become a part of this contract.

8. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting LESSEE'S use of the premises shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to LESSEE. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but LESSEE shall have the right to bring a claim in its own name for its loss of business and leasehold interest, as well as any other damages LESSEE may suffer as a result of the taking.

9. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that LESSEE shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of LESSEE on the premises. If such repairs cannot be made within said sixty (60) days, LESSOR, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that LESSOR shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building, or damage leading to the total condemnation of the building, in which the premises may be situated shall terminate this lease. As of the date when the condition occurred that caused the destruction or ultimate condemnation

of the premises.

10. Compliance. LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by LESSEE. LESSEE will also abide by all existing or future Federal and State requirements, including requirements of furnishing services on a fair, equal and not unjustly discriminatory basis to all users; to charge fair, reasonable and non-discriminatory prices for each unit of service provided; to meet all requirements of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Non-Discrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title 4 of the Civil Rights Act of 1964, as said regulations may be amended. LESSEE shall not use or permit any part of the leased premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or fire hazard. The LESSEE shall not use or allow the leased premises or any part thereof to be used or occupied for any purpose in violation of any law, lawful order, rule or regulation concerning the operation or use of Cedar City Regional Airport. LESSEE acknowledges that they are to abide by all rules and regulations of the Cedar City Regional Airport and that these rules and regulations may change over the life of the lease.

11. Sub-Letting. LESSEE shall not sublet the premises without the prior written consent of the Cedar City Council.

12. LESSEE's Right to Terminate. Should any governmental body, agency, or official, other than LESSOR, prohibit or otherwise prevent for an unreasonable length of time the use of Cedar City Regional Airport in its present condition for a public airport, or should the continued use of Cedar City Regional Airport as an airport otherwise become impossible or unlawful without the fault of the

LESSEE, the LESSEE shall have the option to terminate the Lease on thirty (30) days written notice to the LESSOR, and upon such termination, this agreement shall be at an end. The LESSOR shall notify the LESSEE in writing of the prohibition, and the failure of the LESSEE to exercise the option to terminate within thirty (30) days shall terminate the LESSEE's right of option. LESSEE shall have the option to terminate this lease agreement if all airline services are withdrawn from Cedar City Regional Airport for a period longer than one hundred eighty (180) days.

13. Default. In the event of breach by LESSEE of any terms of this lease, except failure to timely pay rent, and upon the expiration of thirty (30) days after written notice of said breach is given, the rights of LESSEE hereunder shall terminate.

14. Binding. This lease shall be binding upon the heirs and successors of the parties hereto. Should either party default on any of the terms of the lease, the party in default agrees to pay the costs of enforcing the same, whether by legal process or otherwise, including payment of reasonable attorney's fees.

15. Acceptance and Alteration. LESSEE accepts the rented space in its AS IS condition. Any alteration to be made in accordance with this lease shall be at the expense of LESSEE. Any personal property or fixtures remaining on the premises for more than fifteen (15) days after termination become property of Cedar City.

16. Jurisdiction and Venue. Both parties agree that only the Utah State Courts in and for Iron County shall have jurisdiction and venue over any disputes.

17. Severability. Should any phrase, clause, paragraph, or sentence in this contract be held invalid by any court for any reason, it shall be severed from the rest of the contract and shall have no effect on the validity and application of the rest of the contract.

18. LESSOR's Failure to Enforce and Non-waiver. No failure by the LESSOR to insist upon the strict performance of any term, condition or covenant of this Lease or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial rentals during the continuance of any such breach shall constitute a waiver of any such breach or any such term, condition, or covenant. No term, condition or covenant of this Lease required to be performed by the LESSEE, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the LESSOR. No waiver of any breach shall affect or alter any term, condition or covenant of this Lease, and such term, condition or covenant shall continue in full force and effect with respect to any other than existing or subsequent default or breach thereof, and any other or subsequent default or breach may be enforced by the LESSOR as provided by this Lease.

19. Quiet Enjoyment. Conditioned upon LESSEE's paying the rent herein provided and performing and fulfilling all covenants, agreements, conditions and provisions of this Lease herein to be kept, observed and performed by LESSEE, LESSEE shall have and may at all times during the term hereby granted peaceably and quietly hold, have and enjoy the leased premises.

20. Holdover. In the event the LESSEE shall hold over after the termination of this Lease for any cause whatsoever, such holding over shall be deemed a tenancy from month to month only, at the same rental per month and upon the same terms, conditions and covenants, including allowed annual increases as set forth herein. Such holding over period shall include any time employed by the LESSEE to remove any buildings, structures or improvements permitted by this Lease.

21. Modification. The Lease shall not be modified, altered or changed in any way whatsoever unless in writing and signed by both parties hereto.

22. Notice.

(a) Any notice under this Lease shall be in writing and shall be sent registered or certified mail to the last known address of the parties to whom the notice is to be given, as designated by such party in writing. The LESSOR's address is: 10 North Main, Cedar City, Utah 84720. The LESSEE's address is: 2313 South Last Chance Drive, Washington, Utah 84780

(b) Any notice shall be deemed to duly govern only if mailed in a postpaid envelope addressed as provided in sub-paragraph (a)

(c) If either party admits, either in writing or under oath, the receipt of notice, evidence of service in accordance herewith shall not be necessary.

(d) Any notice, demand, request or other communication required to be in writing shall be deemed to have been given at the time it is duly deposited and registered in any United States Post Office. This provision shall not apply to any payments of rentals or monies required under this Lease.

23. LESSEE Independent Contractor. LESSEE is and shall be an independent contractor and shall be in no manner whatsoever the agent or servant of the LESSOR. The LESSEE is responsible to all parties for all of its acts or omissions, and the LESSOR shall be in no way responsible therefore.

24. Non-discrimination requirements

(a) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. LESSEE agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.

(b) LESSEE agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

25. Good Faith Efforts

(a) Failure by LESSEE to carry out the requirements of 26.53 of 49 CFR part 23 is a material breach of the contract and may result in the termination of this contract or such other remedies set forth in that section that LESSOR deems appropriate if LESSEE fails to comply with the requirements of this section.

(b) If LESSEE fails or refuses to comply in the time specified, LESSOR will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the LESSEE still fails to comply, LESSOR may issue a termination for default proceeding.

26. Monitoring and Enforcement Inclusions:

(a) The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of LESSOR to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. LESSEE shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26 to meet the concession specific goal of 0.13 percent of purchases of goods and services for ACDBE participation in the performance of this concession.

(b) LESSEE will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession; (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a

ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in LESSEE's commitment; and (6) If the contract goal is not met, evidence of good faith efforts. This information will be required on an annual basis.

24. Time is of the Essence. It is agreed and understood by the parties that time is of the essence as to each and every provision, condition, covenant or other term of this Lease.

25. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease, nor the intent of any provisions thereof.

26. Successors in Interest. All of the terms, covenants, conditions and agreements herein contained shall in every case be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, and all terms, covenants, conditions and agreements contained herein shall be deemed to be not only for the benefit of and enforceable against the LESSEE, but also against the heirs, legal representatives, successors and assigns of the LESSEE, and that the LESSEE shall not be discharged from any liability by any assignment or sub-lease of the premises, or any part thereof, or of this Lease, notwithstanding the fact that the LESSOR has consented to such sub-lease or assignee as a Lessee hereunder.

27. Recordation of Lease. The LESSOR intends to record this lease with the Iron County Recorder.

28. Invalid Provisions. In the event that any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein

contained, provided the invalidity of such covenant, condition or provision does not materially prejudice either LESSOR or LESSEE in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year set forth above.

LESSOR:

Garth Green, MAYOR
Cedar City Corporation

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH)
 : Ss.
COUNTY OF IRON)

This is to certify that on the ___ day of _____, 20__, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

LESSEE:

Jason Schallenberger
Amplificare

STATE OF UTAH)

: Ss.

COUNTY OF IRON)

On this ___ day of _____, 20___, personally appeared before me who duly acknowledged to me that he/she/they signed the above and foregoing document.

NOTARY PUBLIC

**CEDAR CITY COUNCIL
AGENDA ITEM 11**

DECISION PAPER

TO: Mayor and City Council

FROM: Mike Phillips

DATE: 31 Dec 2023

SUBJECT: Request to purchase a brush truck.

PROBLEM: The Fire Department has \$234,496 in our capital reserve account as of 01 July 2023. We have billed an additional \$213,447 for fire suppression this fire season. \$79,615 will be moved into the Capital Improvement fund, which will bring the fund balance to \$314,111. We are seeking your approval to purchase this brush truck. The purpose of this capital reserve account is to purchase apparatus and this purchase falls in line with our business plan.

This brush truck will be replacing a 21-year-old brush truck. The department's replacement plan shows a brush truck as having a 15-year service life. While this truck has served us well it has begun to fall apart because of its role as an off-road wildland firefighting apparatus that spends much of its time driving through brush that is on fire. This brush truck is overweight by 1,140 pounds not including the four firefighters who ride in it. The truck is an extended cab truck with a small back seat which is extremely tight for a typical firefighter, in full gear, to get into. The water tank needs to be replaced. It has cracked, several times, in the past and we have repaired it. The tank is not baffled correctly. The front and rear brake rotors are heat cracked (from being overweight), the instrument cluster doesn't work (it has been replaced twice), and the emergency lights are starting to fail and there are no replacement parts. The pump is 21 years old, and the fuel tank leaks, the aluminum tank allows the minerals to build up on it and when they come off, they plug the nozzle, which is a Firefighter safety issue.

RECOMMENDATION: To approve the contract with Siddons-Martin for \$309,492.00

CEDAR CITY COUNCIL
AGENDA ITEM - 12

TO: Mayor and City Council

FROM: City Attorney

DATE: December 30, 2023

SUBJECT: Consider an ordinance renewing RAP tax.

DISCUSSION:

Reauthorizing the RAP tax was supported by approximately 62.79% of the voters in the last election. The Council still needs to officially reauthorize the RAP tax for an additional 10 years. Please find attached the ordinance doing so.

Please consider passing the proposed ordinance reauthorizing the RAP tax.

CEDAR CITY CORPORATION
ORDINANCE No. 0110-24-

AN ORDINANCE REAUTHORIZING A RECREATION, ARTS, AND PARKS (RAP) TAX

WHEREAS, on or about November 30, 2005, Cedar City imposed a RAP tax pursuant to the authority given to the City by Title 59, Chapter 12, Sections 1401 through 1404 of the Utah State Code and the approval of the majority of voters during the immediately preceding municipal election; and

WHEREAS, on or about December 4, 2013, Cedar City reauthorized the RAP tax pursuant to the same statutory authority and again with the approval of the majority of the voters during the immediately preceding municipal election; and

WHEREAS, pursuant to statute the tax reauthorized in 2013 would expire ten (10) years after it was imposed; and

WHEREAS, on or about July 12, 2023, the Cedar City Council passed Resolution No. 23-0712-2 which created ballot proposition #7 asking the voters if they would reauthorize a .1% RAP tax for an additional ten (10) years. Proposition #1 was placed on the November 21, 2023, municipal election ballot; and

WHEREAS, on or about June 26, 2023, the Board of Iron County Commissioners adopted Resolution No. 2023-9 stating that Iron County was not looking at imposing a .1% sales tax based on its authority under UCA §59-12-701 et. sec.; and

WHEREAS, approximately 62.79% of the voters casting ballots during the November 21, 2023, municipal elections voted yes on proposition #7, showing approval of a majority of the voters casting ballots to reauthorize the RAP tax for an additional ten (10) years; and

WHEREAS, the City Council of Cedar City finds that it is in the best interest of the health, safety, and general welfare of Cedar City to reauthorize the City's RAP tax for an additional ten (10) years.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's .1% RAP tax is reauthorized for an additional ten (10) years and that the RAP tax shall be distributed pursuant to the provisions of Chapter 39 of the ordinance of Cedar City.

Remainder of page intentionally left blank.

This ordinance shall become effective immediately upon passage and publication as required by State law.

Dated this _____ day of January, 2024.

GARTH O. GREEN
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 13
STAFF INFORMATION SHEET**

To: Mayor and City Council
From: City Engineer
Council Meeting Date: January 3, 2024
Subject: Consider bids for the Mud Springs Test Well Project.

Discussion: This project involves drilling a test well located northeast of the City's Wastewater Treatment Plant. Willowstick identified Treatment Plant Target A located in the Mud Springs drainage as a location for the test well site.

Local contractors and suppliers were notified of this project via email, advertisement in the Spectrum newspaper, and on the City's website. The bid documents were requested by 13 contractors, 1 supplier, and 2 plan rooms. Cedar City received five bids for the project; however, three of the bids were non-responsive.

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

Bid Summary – Mud Springs Test Well project

Name of Contractor	Bid Amount	Proposed Start Date
Hydro Resources Rocky Mountain, Inc.	\$860,780.00	March 1, 2024
Grimshaw Drilling	\$1,248,200.00	February 12 or 19, 2024
KP Ventures Drilling and Pump	Non-Responsive – Bid submitted late. \$595,500.00	on or around March 15, 2024
Cluff Drilling and Pump	Non-Responsive – Bid bond submitted with bid was less than 5% of bid amount. \$661,800.00	February 14, 2024
Lang Equipment, LLC	Non-Responsive – Unit prices not provided for all bid items. \$759,900.00	Mid-February 2024

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

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

Project Funding
Groundwater Exploration Test Wells (Account #51-40-711)
North Water Basin Exploration (Account #51-40-700)

<u>Funding</u> –	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
Groundwater Exploration Test Wells	\$1,900,000		
North Water Basin Exploration	\$400,000		
 <u>Expenses</u> –			
Construction Contract for Green Hollow Test Well		(\$412,020)	
Construction Contract for Martin’s Flat Test Well		(\$385,374)	
Construction Contract for Cedar Canyon Test Well		(\$446,570)	
Willowstick report for Shurtz Canyon area		(\$29,000)	
Proposed Construction Contract for Mud Springs Test Well		(\$860,780)	
Miscellaneous costs		(\$50,000)	
 Totals –	 \$2,300,000	 (\$2,183,744)	 \$116,256

Please consider whether to award the bid for the Mud Springs Test Well project. Thank you for your consideration.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 14
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: January 3, 2024

Subject: **Consider the installation of a 4-way stop at the intersection of Talon Drive & South Mountain Drive.**

Discussion: In November, the signs at the intersection of Talon Drive/South Mountain Drive/Eagle Ridge Loop/Talon Circle were mistakenly changed to a 4-way stop. There was some confusion at the time with an intersection further west along South Mountain Drive which had been approved for a 4-way stop. Once the error was discovered, the signs were put back as they were previously with stop signs on the east-west legs and yield signs on the north-south legs.

During that time, some of the residents living in the area made a request to City staff and elected officials that the 4-way stop become permanent at this location. Based on these requests, the City Engineering Department performed a warrant study to determine whether a 4-way stop is warranted at this intersection. Based on the vehicle traffic volume, the study showed that a 4-way stop is not warranted based on criteria in the Manual on Uniform Traffic Control Devices (MUTCD).

There don't appear to be other considerations allowed in the MUTCD that would warrant a 4-way stop, such as sight distance.

Another concern at this intersection are the yield signs that were installed several years ago. The yield signs cause confusion for motorists at the intersection since the majority of the traffic on the other legs have a stop condition.

In Section 2B.06 (Paragraph 09) of the MUTCD, it says that Stop and Yield signs should not be installed at the same intersection if they conflict with each other. The exceptions stated in this paragraph don't apply in this case.

⁰⁹ **STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other, except as provided for in Items A and B in Paragraph 3 of Section 2B.10.**

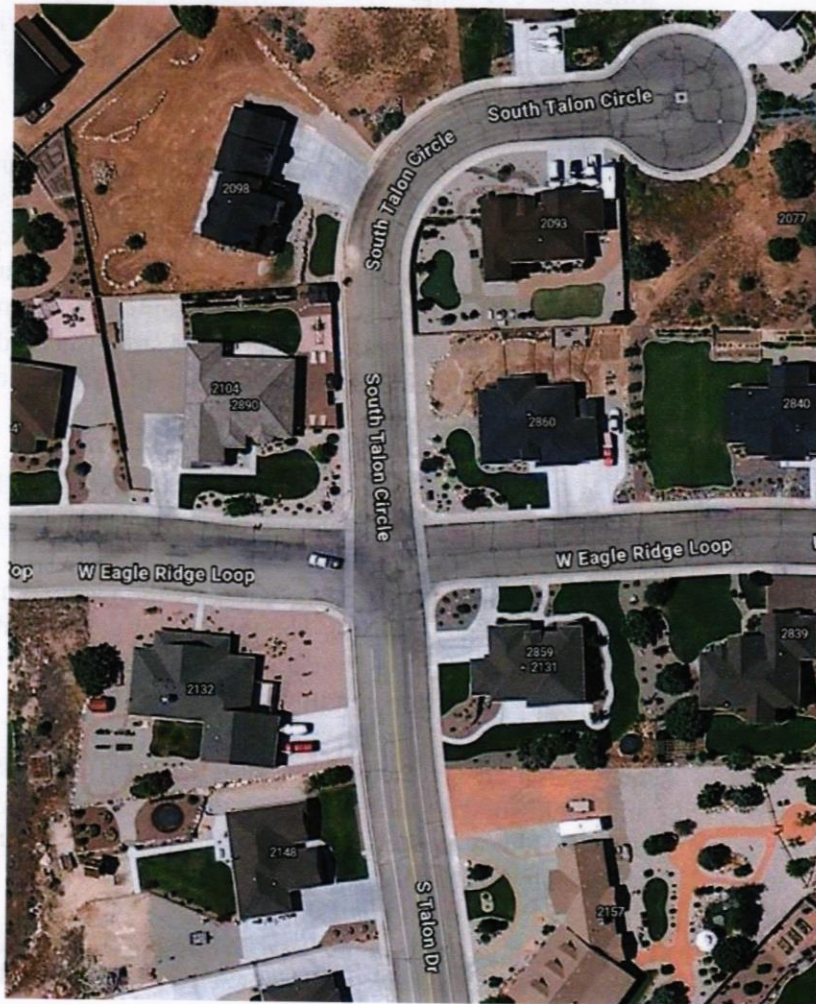
Based on this MUTCD guidance, the recommendation from City staff is that the yield signs should be removed on the north-south legs. This would return the intersection to a normal 2-way stop condition on the east-west legs and through-traffic movements would not be restricted on the north-south legs.

The Cedar City Police Chief, Darin Adams, has reviewed the proposal and has expressed support for removal of the yield signs.

The following items are included with this fact sheet:

1. Email from Chief Darin Adams regarding the request.
2. A copy of the warrant study spreadsheet and traffic data.

Please consider whether to install a 4-way stop at this intersection and direct staff accordingly. Thank you for your consideration.



Jonathan Stathis

From: Darin Adams
Sent: Thursday, December 28, 2023 2:48 PM
To: Jonathan Stathis
Cc: Paul Bittmenn
Subject: RE: RE: 4-way Stop study for Talon Drive/South Mountain Drive

Jonathan,

I agree. I think, without any exceptions and the fact that the traffic count does not warrant a four-way stop, it would be appropriate to recommend the removal of the yield signs. I think this will eliminate the existing confusion for motorists. Thank you!



Darin M. Adams
Chief of Police

Phone: 435-865-5135

Email: adarin@cedarcity.org

10 N Main
Cedar City, Utah 84721

www.cedarcity.org/police



"Far and away the best prize that life has to offer is the chance to work hard at work worth doing." - Theodore Roosevelt

NOTICE: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. ** 2510-2521 and is legally privileged. This information is confidential information and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this message, and then delete it from your computer. All email sent to this address will be received by Cedar City email system and is subject to archiving and review by someone other than the recipient.

From: Jonathan Stathis <jstathis@cedarcityut.gov>
Sent: Thursday, December 28, 2023 12:56 PM
To: Darin Adams <adarin@cedarcityut.gov>
Cc: Paul Bittmenn <paulb@cedarcityut.gov>
Subject: RE: 4-way Stop study for Talon Drive/South Mountain Drive

Chief Adams –

I've attached the study information for a 4-way stop at Talon Drive/South Mountain Drive. After looking at the data again, the traffic counts are pretty low and don't come near the warrants. I agree with your assessment that we should recommend removing the Yield signs and just make it a regular intersection. I think having 1600 South tied through now has taken some pressure off this intersection.

Also, the MUTCD says that Stop and Yield signs should not be installed at the same intersection. The exceptions don't apply in this case.

09 STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other, except as provided for in Items A and B in Paragraph 3 of Section 2B.10.

The only warrants that could be a factor would B or C below. However, I don't see these as major issues that would warrant.

- 01 All-way stop control may be installed at an intersection where an engineering study indicates that all-way stop control is needed due to other factors not addressed in the other all-way stop control warrants. Such other factors may include, but are not limited to, the following:
- A. The need to control left-turn conflicts,
 - B. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection, or
 - C. Where pedestrian and/or bicyclist movements support the installation of all-way stop control.

Please let me know your thoughts on this. Thank you.

Thanks,
Jonathan

MULTI-WAY STOP SIGN WARRANT STUDY

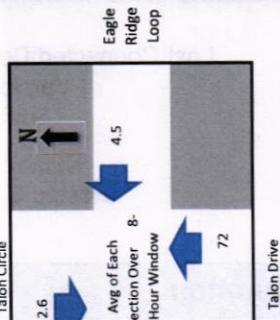
Requestor: Jonathan Stathis
 Study Date: 12/12/2023 to 12/14/2023
 Intersection Address: Talon Dr & Eagle Ridge Loop
 Engineer: Shane Johnson

Items in Bold Below need to be Input by Engineer

Requestor's reasons for Multi-way stop sign-	MUTCD Section reference	Reason Requested
A. Speed Control	2B.05	NO
B. Vehicle Safety		YES
C. Pedestrian Safety		NO

Warrant Study Data-

Criterion #	MUTCD Guidance Criteria for Multi Way Stop Signs (Chapter 4c)	MUTCD Minimum Criteria	Required Warrant Amount	Study Results	Units	Criterion Achieved
1	A. Intersection Warrants for a Signal Light	Need Warrant Study for Signal Light	N/A	No	N/A	No
2	B. Crash Problem at Intersection	> 5 Reported Crashes in 12 Month Period	5	0	Each Accident	No
3	C. Traffic Volume Entering Intersection	Volumes Both Directions Average Vehicles per Hour combined direction per 8-hour window	300	74	Vehicles	No
4	(1) Major Street	Average Vehicles per Hour combined direction per 8-hour window	200	60	Vehicles	No
5	(2) Minor Street	Pedestrians	N/A	-	Pedestrians	N/A
6		Bicycles	N/A	-	Bicycles	N/A
7		Total Pedestrians, Bicycles and Vehicles	200	60	Combined	No
8	(3) Allowance for Speed of Major Street	Major Street Speed Study Results	25	-	MPH	No
9	Reduce Minimum Warrants to 70% of Items (1) and (2) above if the 85th Percentile Speed is above 40 mph for Vehicles Entering Intersection from Major Street	70% of Average 300 Vehicles per Hour for an 8 Hour Period on Major Street (N/A if 85% speed < 40 MPH)	210	74	Vehicles	N/A
10		70% of Average Combined 200 Vehicles, Pedestrians, Bicycles Per Hour for an 8 Hour Period on Minor Street (N/A if 85% speed < 40 MPH)	140	60	Combined	N/A
11	D. Allowed to Warrant Multi Way Stop Sign if Criteria B, C1 and C2 are All Satisfied to 80% of Minimum Values. Criteria C3 is not included.	80% of 5 Reported Crashes in 12 Month Period	4	0	Each Accident	No
12		80% of Average 300 Vehicles per Hour for an 8 Hour Period	240	74	Vehicles	No
13	(1) Major Street	80% of Average Combined 200 Vehicles, Pedestrians, Bicycles Per Hour for an 8 Hour Period	160	60	Combined	No
14	(2) Minor Street					



Warrant Study Results-

Multi Way Stop Signs are warranted if all criterion #s indicated are achieved for **any** option shown below:

Option	Criterion # Requiring Achievement	Criterion Achieved	Criterion Not Achieved	Multi Way Stop Sign Warranted
Option 1	1		na	No
Option 2	4 & 8	4, 8	-	No
Option 3	2, 9, 10 & 11		na	No
Option 4	12, 13, & 14	13, 14	na	No

* Other Criteria that may be considered

- 1- Need to control left turn conflicts
- 2- Need to control vehicle/pedestrian conflicts in high pedestrian area
- 3- Sight distance problems
- 4- Intersection of two residential collectors with traffic operation problems

Basic Volume Report: 2176S TALON DR

Station ID : 2176S TALON DR

Info Line 1 : NORTH

Info Line 2 : SOUTH

GPS Lat/Lon :

DB File : 2176S TALON DR.DB

Last Connected Device Type : Unic-L

Version Number : 1.27

Serial Number : 62204

Number of Lanes : 1

Posted Speed Limit : 0.0 mph

Lane #1 Configuration

#	Dir.	Information	Volume Mode	Volume Sensors	Divide By 2	Comment
1.	NORTH		Normal	Veh.	No	

Lane #1 Basic Volume Data From: 11:00 - 12/12/2023 To: 07:59 - 12/14/2023

Date	DW	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
121223	T												50	70	53	59	72	78	71	57	42	33	27	16	3	631
121323	W	2	0	1	0	0	2	11	27	35	42	38	56	69	61	63	73	75	98	77	47	30	16	12	5	840
121423	T	0	1	0	0	1	4	5	25																	36
Month Total :		2	1	1	0	1	6	16	52	35	42	38	106	139	114	122	145	153	169	134	89	63	43	28	8	1507
Percent :		0%	0%	0%	0%	0%	1%	3%	2%	3%	3%	7%	9%	8%	8%	10%	10%	11%	9%	6%	4%	3%	2%	1%		
ADT :		1	1	1	0	1	3	8	26	35	42	38	53	70	57	61	73	77	85	67	45	32	22	14	4	816

	Sun	Mon	Tue	Wed	Thu	Fri	Sat		Total	Percent
DW Totals :	0	0	631	840	36	0	0	Weekday (Mon-Fri) :	1507	100%
# Days :	0.0	0.0	0.5	1.0	0.3	0.0	0.0	ADT :	804	
ADT :	0	0	1165	840	108	0	0	Weekend (Sat-Sun) :	0	0%
Percent :	0%	0%	42%	56%	2%	0%	0%	ADT :	0	

Lane #3 Configuration

#	Dir.	Information	Volume Mode	Volume Sensors	Divide By 2	Comment
3.	WEST		Normal	Veh.	No	

Lane #3 Basic Volume Data From: 11:00 - 12/12/2023 To: 07:59 - 12/14/2023

Date	DW	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
121223	T												2	2	3	2	4	6	2	5	1	2	0	1	0	30
121323	W	0	0	0	0	0	0	0	5	2	1	6	0	2	8	5	7	3	5	6	5	2	0	4	0	61
121423	T	0	0	0	0	0	0	1	5																	6
Month Total :		0	0	0	0	0	0	1	10	2	1	6	2	4	11	7	11	9	7	11	6	4	0	5	0	97
Percent :		0%	0%	0%	0%	0%	0%	1%	10%	2%	1%	6%	2%	4%	11%	7%	11%	9%	7%	11%	6%	4%	0%	5%	0%	
ADT :		0	0	0	0	0	0	1	5	2	1	6	1	2	6	4	6	5	4	6	3	2	0	3	0	57

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent
DW Totals :	0	0	30	61	6	0	0	Weekday (Mon-Fri) :	97 100%
# Days :	0.0	0.0	0.5	1.0	0.3	0.0	0.0	ADT :	52
ADT :	0	0	55	61	18	0	0	Weekend (Sat-Sun) :	0 0%
Percent :	0%	0%	31%	63%	6%	0%	0%	ADT :	0

Basic Volume Report: 2920W EAGLE RDG

Station ID : 2920W EAGLE RDG

Info Line 1 : EAST

Info Line 2 : WEST

GPS Lat/Lon :

DB File : 2920W EAGLE RDG.DB

Last Connected Device Type : Unic-L

Version Number : 1.27

Serial Number : 62205

Number of Lanes : 1

Posted Speed Limit : 0.0 mph

Lane #1 Configuration

#	Dir.	Information	Volume Mode	Volume Sensors	Divide By 2	Comment
1.	EAST		Normal	Veh.	No	

Lane #1 Basic Volume Data From: 12:00 - 12/12/2023 To: 07:59 - 12/14/2023

Date	DW	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
121223	T													46	52	45	43	37	59	33	20	9	8	4	2	358
121323	W	0	0	0	0	3	8	16	62	59	40	42	54	58	59	51	47	54	72	45	23	10	9	3	0	715
121423	T	1	1	0	0	2	7	9	71																	91
Month Total :		1	1	0	0	5	15	25	133	59	40	42	54	104	111	96	90	91	131	78	43	19	17	7	2	1164
Percent :		0%	0%	0%	0%	0%	1%	2%	11%	5%	3%	4%	5%	9%	10%	8%	8%	8%	11%	7%	4%	2%	1%	1%	0%	
ADT :		1	1	0	0	3	8	13	67	59	40	42	54	52	56	48	45	46	66	39	22	10	9	4	1	686

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent
DW Totals :	0	0	358	715	91	0	0	Weekday (Mon-Fri) :	1164 100%
# Days :	0.0	0.0	0.5	1.0	0.3	0.0	0.0	ADT :	635
ADT :	0	0	716	715	273	0	0	Weekend (Sat-Sun) :	0 0%
Percent :	0%	0%	31%	61%	8%	0%	0%	ADT :	0

Lane #3 Configuration

#	Dir. Information	Volume Mode	Volume Sensors	Divide By 2	Comment
3.	SOUTH	Normal	Veh.	No	

Lane #3 Basic Volume Data From: 09:00 - 10/17/2019 To: 06:59 - 10/21/2019

Date	DW	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
101719	T										1	4	1	5	3	2	3	2	1	4	0	1	0	1	0	28
101819	F	0	0	0	0	0	1	0	1	3	1	1	2	2	2	3	3	1	1	0	3	1	0	0	0	25
101919	S	0	0	0	0	0	0	0	0	1	1	2	5	1	0	2	3	3	3	4	0	0	3	0	0	28
102019	S	0	0	0	0	0	0	0	1	0	0	4	2	0	2	3	3	1	2	1	1	0	0	0	0	20
102119	M	0	0	0	0	0	0	0																		0
Month Total :		0	0	0	0	0	1	0	2	4	3	11	10	8	7	10	12	7	7	9	4	2	3	1	0	101
Percent :		0%	0%	0%	0%	0%	1%	0%	2%	4%	3%	11%	10%	8%	7%	10%	12%	7%	7%	9%	4%	2%	3%	1%	0%	
ADT :		0	0	0	0	0	0	0	1	1	1	3	3	2	2	3	3	2	2	2	1	1	1	0	0	28

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	20	0	0	0	28	25	28	Weekday (Mon-Fri) :	53	52%
# Days :	1.0	0.3	0.0	0.0	0.6	1.0	1.0	ADT :	28	
ADT :	20	0	0	0	45	25	28	Weekend (Sat-Sun) :	48	48%
Percent :	20%	0%	0%	0%	28%	25%	28%	ADT :	24	

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 15
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: City Engineer

Council Meeting Date: January 3, 2024

Subject: **Consider a blanket agreement for transportation modeling with Avenue Consultants.**

Discussion: In conjunction with the revisions to the City's subdivision ordinance, modeling agreements for water, sewer, and storm drain were approved last month by the City Council. This is the last agreement that needs to be put in place for infrastructure modeling.

City staff has been working with Avenue Consultants to finalize the terms of the agreement. Avenue has access to the City's transportation model, and they are familiar with the traffic systems that will be modeled.

The following item is included with this Information Sheet:

1. Proposed agreement with Avenue Consultants for transportation modeling.

Please consider whether to approve the blanket modeling agreement for the City's transportation infrastructure. Thank you for your consideration.

**ENGINEERING SERVICES AGREEMENT
BETWEEN CEDAR CITY CORPORATION
AND AVENUE CONSULTANTS**

**TRANSPORTATION SYSTEM MODELING SERVICES
PROJECT 2024**

This AGREEMENT made and entered into this _____ day of _____, 2024 by and between the CITY:

Cedar City Corporation
10 N. Main Street
Cedar City, UT 84720

a municipal corporation organized and existing under the laws of the State of Utah, hereinafter referred to as CITY, and CONSULTANT:

**Avenue Consultants
6605 S. Redwood Road, Suite 200
Taylorsville, UT 84123**

A consultant design engineer duly licensed and qualified to conduct engineering in the State of Utah, hereinafter referred to as CONSULTANT.

RECITALS

WHEREAS, the parties to this Agreement desire to provide for engineering services for the **Transportation System Modeling Services Project 2024** hereinafter referred to as Project, located in Cedar City, Utah; and

WHEREAS, CITY through its consultant selection process has selected **Avenue Consultants** as its consultant engineer to perform the **Transportation System Modeling Services Project 2024** as described herein, on said Project;

NOW THEREFORE, it is agreed by and between the parties hereto, as follows:

1. **Project Scope.** The scope of the project shall generally consist of providing transportation services such as travel demand modeling, traffic impact studies and traffic analyses. Before any work begins, the CONSULTANT or Developer shall provide a specific Task Order Memo including a schedule, budget, and scope describing each task to be performed and charge only for the services requested by the CITY or Developer and included in the task order. The CONSULTANT may offer a range of services, including but not restricted to:

Tasks to be included in all studies:

- Meetings with the CITY and/or Developer to review the findings from the study.
- A PowerPoint file with slides, analysis and recommendations for presenting to the Planning Commission and City Council.
- A Transportation Memo or summary report with data, analysis, findings, and

recommendations.

Project Traffic: < 100 peak hour trips:

- Study area – project site (limited to site frontage).
- Trip generation (daily and peak period).
- Trip assignment (daily and peak period).
- Design and mitigation – Identify operational concerns and potential mitigation measures.

Project Traffic: 100 to 200 peak hour trips:

- Study area – project site and adjacent access points or within the associated access category distance on State Routes.
- Data collection (Adjacent street traffic volumes).
- Trip generation (daily and peak period).
- Trip assignment (daily and peak period).
- Operational analysis – Access points (Existing, full project buildout).
- Design and mitigation – Identify operational concerns and potential mitigation measures.

Project Traffic: > 200 peak hour trips:

- Study area – minimum of project site and adjacent street intersections within 1,320' or within the associated access category distance on State Routes. Additional intersections or access points may be required by the City Engineer based on proposed site intensity.
- Data collection (AM and PM peak hour counts at study intersections/access points).
- Trip generation (daily and peak period).
- Trip assignment (daily and peak period).
- Operational analysis including queuing (Existing, full project buildout, and may include build out + five years depending on site intensity).
- Traffic signal warrant analysis.
- Design and mitigation – Identify operational concerns and potential mitigation measures.

Other possible additional tasks:

- Traffic Demand Model Traffic Analysis Zones Splits to generate accurate traffic demand estimates depending on the project.
- Provide an analysis summary, recommendations & planning level cost estimates.
- Provide updated road widths for master-planned roads.

All modeling, coordinates, and survey data shall be integrated into the computer model on the Cedar City Coordinate Control System. No other survey control system is allowed.

For each project that is analyzed, a traffic engineering study is required with calculations for the proposed development and analyzed with regard to the City's overall transportation network. Transportation modeling must be completed by the City's approved Transportation Modeling Consultant, who is hereby designated by executing this agreement. The transportation modeling must include the proposed development and all contiguous areas. Results of the traffic impact study and transportation modeling shall be submitted, when required by the CITY, as part of a complete submittal for construction drawings review

and/or master plan development review. In addition, a summary report shall be provided which states whether the proposed development complies with City Engineering Standards. If compliance is not met, specific recommendations must be provided in the report stating what improvements need to be made to the transportation system in order to comply with City Engineering Standards.

The updated model input file shall be provided to the CITY along with the summary report. The CITY shall be the sole owner of all final modeling information and data.

2. **Consultant Services.** The CONSULTANT shall provide all services set forth in this agreement.
3. **Consultant Compliance.** CONSULTANT shall provide services in compliance with applicable City, State and Federal codes, procedures and standards for the project. CONSULTANT will perform all services in a professional, accurate and complete manner. At the conclusion of the contract, CITY will evaluate CONSULTANT's performance. The evaluation will be used in determining future consultant contracts with CITY.
4. **City Responsibility.** The CITY will be responsible for facilitating any necessary meetings and reviewing documents that are submitted by the CONSULTANT.
5. **Consideration for Services.** As and for consideration to CONSULTANT for services required hereunder, CITY shall pay CONSULTANT on a time and materials basis in accordance with CONSULTANT's Proposal and Standard Fee Schedule attached as Exhibit "B". CONSULTANT shall notify CITY at least sixty (60) days prior to the effective date of any changes in CONSULTANT's fee schedule. Payment shall be made to CONSULTANT within 30 days of receipt of Invoice for invoiced costs expended.

Work requested by private developers will be paid to the CONSULTANT directly by the developer who is requesting the work. When work is requested by a developer, the developer will be solely responsible for paying the CONSULTANT. When work is requested by a developer, CONSULTANT will require the developer to enter into a separate agreement between CONSULTANT and the developer for the performance of CONSULTANT's services either on a time and materials basis, or on the basis of a negotiated scope and fee for each individual project. The separate agreement may, at CONSULTANT's sole discretion, require a reasonable payment retainer prior to commencing services. CONSULTANT may withhold delivery of final instruments of service until the developer has paid CONSULTANT in full for all services related to the development.

Work requested directly by the CITY will be paid to the CONSULTANT as stated above, or on the basis of a negotiated scope and fee for each individual project.

Payment for this project shall be made monthly for invoiced costs incurred during the billing period. The following information shall be used for billing purposes:

- a. **Master Plan Developments** – Proposed developments involving a change in the

City's General Plan, change to the Transportation Master Plan, RDO's, and other proposed master plan changes may necessitate the submission of a master utility plan. These developments represent a change from the underlying density and development plan that was used to create the City's utility master plans. These developments may need to be modeled and analyzed in detail to ensure compatibility with the City's future infrastructure needs. This review, traffic impact study, transportation modeling, and summary report will ensure proper road sizing and alignment, and determine what other infrastructure (signage, striping, traffic signals, etc.) may be required to provide proper transportation infrastructure for the proposed development. This analysis will ensure the development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.

- b. **Multi-family Residential or Commercial/Industrial Developments** – This review, traffic impact study, transportation modeling, and summary report will occur at time of subdivision or at time of building permit, if required. This analysis will ensure that each development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- c. **Single-family Residential Developments** – This review, traffic impact study, transportation modeling, and summary report will occur at time of subdivision, if required. This analysis will ensure that each development will comply with all City standards for transportation. Developers will request the necessary work and the developers will be solely responsible to pay the CONSULTANT directly.
- d. **Update of Transportation Model using As-built Data**: Periodically, the CITY will request that the transportation model be updated based on the City's latest GIS data. This will ensure that the existing model is kept up to date.

Changes to the scope and consideration hereunder may be made by mutual written change order approved in accordance with CITY's approved purchasing policy.

6. **Hold Harmless and Indemnification**. In so far as CONSULTANT may legally do so, it shall hold harmless and indemnify Cedar City, its elected and appointed officials, its employees, agents and assigns from any liability, damages or claims that may result from CONSULTANT's, its agent's or employee's negligence, errors or omissions. The CITY shall indemnify and hold the CONSULTANT harmless from any and all cost, expense, claim, damage or liability that may result from CITY's, its agent's or employee's negligence, errors or omissions.
7. **Project Schedule**. The CONSULTANT shall endeavor to complete the modeling work requested by the applicant within ten (10) business days of receipt of request. If the scope of such modeling work is complicated or larger than normal, the CONSULTANT shall advise the CITY and the parties shall coordinate an allowance for additional reasonable time to

perform the services. The modeling work can either be requested by the CITY, or by an applicant who represents a project that will be submitted to the CITY.

8. **Project Documentation.** At any time during or after the project is complete, CITY can request and shall receive any information CONSULTANT or sub-Consultant has prepared for this project. Such information shall include but not be limited to drawings, specifications, studies, computer models, photos, engineering computations, bills of materials or other documentation. The information shall be provided to CITY, either in electronic format or hard copy as requested by CITY. CITY can use the information at their sole discretion. However, any use of such information without the specific approval of CONSULTANT shall be at CITY's sole risk and without liability to CONSULTANT. CITY shall pay reasonable copying costs.
9. **Termination.** This Agreement may be terminated as follows. Within thirty (30) days of termination, CONSULTANT shall provide the CITY with a then-current copy of all modeling information CONSULTANT possesses and any outstanding project documentation.
 - a. By mutual agreement of the parties in writing;
 - b. By either CITY or CONSULTANT for breach of any material term herein by the other party, 30-days written notice of intent to terminate being required; or
 - c. Upon satisfactory completion of the provisions of this Agreement.
10. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be void, voidable or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
11. **Integration.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
12. **Attorney's fees.** If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all reasonable costs of enforcement of the non-breaching party.
13. **Jurisdiction and Venue.** The parties stipulate that Jurisdiction and Venue is only proper before the Fifth Judicial District Court in and for Cedar City, Iron County, State of Utah.
14. **Insurance Requirements.** CONSULTANT shall carry Worker's Compensation and General Liability insurance as set forth in Exhibit "A", which is hereby incorporated by this reference. CONSULTANT shall furnish CITY with a certificate covering this insurance prior to beginning work on the project. CONSULTANT shall ensure that the insurance certificate is kept current and in force throughout the life of this agreement.

15. **Citizenship Status Verification.** CONSULTANT shall document and verify the citizenship or immigration status of each employee. CONSULTANT shall use one of the electronic verification systems defined in UCA Title 63, Chapter 12. In all contracts with sub-consultants, at any level, CONSULTANT shall require each sub-consultant, at any level, to use an electronic verification system, as defined in UCA Title 63, Chapter 12, to verify the citizenship or immigration status of all employees. All sub-consultants at any level shall be required to certify to the CONSULTANT, by affidavit, that the sub-consultant has verified through an electronic verification system the employment status of each new employee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

CITY:

GARTH O. GREEN,
MAYOR

(Corporate Seal)

ATTEST:

RENON SAVAGE, CITY RECORDER

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me GARTH O. GREEN as Mayor of Cedar City, and RENON SAVAGE as City Recorder of Cedar City, the signers of the foregoing Agreement, and duly acknowledged that they executed the same.

NOTARY PUBLIC

CONSULTANT:
AVENUE CONSULTANTS

BY: _____

ITS: _____

STATE OF UTAH }
 }SS
COUNTY OF IRON }

On the _____ Day of _____, 20_____, personally appeared before me _____, the signer of the foregoing Agreement, and duly acknowledged that (s)he executed the same.

NOTARY PUBLIC

EXHIBIT "A"
INSURANCE REQUIREMENTS

The Consultant shall carry Worker's Compensation and general liability insurance as indicated below. Consultant shall furnish City with a certificate covering this insurance.

A. Worker's Compensation:

- | | | | |
|----|----------------------------------|-------------|---------------|
| 1. | State: | | Statutory |
| 2. | Applicable Federal (e.g. USL&H): | | Statutory |
| 3. | Employer's Liability: | | |
| | Bodily Injury by Accident | \$1,000,000 | each accident |

B. Comprehensive or Commercial General Liability:

Combined Single Limit:

- | | | | |
|----|---|----------------------------|-------------------------------------|
| 1. | Premises/operations | \$2,000,000 | each occurrence |
| 2. | Products/completed operations | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 3. | Personal Injury | \$2,000,000
\$4,000,000 | each occurrence
annual aggregate |
| 4. | Automobile Liability | \$1,000,000 | |
| 5. | Professional Liability | \$1,000,000 | |
| 6. | If policies are written on a Commercial General liability form, the General Aggregate shall be at least two times the amount for each occurrence limit or be written on a per project basis. | | |
| 7. | If policies are written on a Claims made form, the certificate should so specify and policies shall continue in force for one year after completion of the project. The retroactive date of the policy must be no later than the date of the Agreement. | | |
| 8. | If policies are written for split limits, limits shall be equal for bodily injury and property damage liability. | | |
| 9. | Cedar City Corporation shall be named as the Certificate Holder on the | | |

Certificate of Liability Insurance form. A signed endorsement from the insurance company stating "Cedar City Corporation is named as an additional insured" shall also be attached to the Certificate of Liability Insurance form. A Blanket additional insured endorsement is acceptable.

CERTIFICATE OF INSURANCE			Issue Date,		
			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below.		
COMPANIES AFFORDING COVERAGE					
			Company Letter A		
			Company Letter B		
			Company Letter C		
			Company Letter D		
			Company Letter E		
<p>Coverage</p> <p>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, conclusions and conditions of such policies. Limits shown may have been reduced by paid claims.</p>					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
General Liability Commercial general liability claims made occur owners & cont.'s prot. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				General Aggregate	\$
				Products - comp.op.agg.	\$
				Personal & Adv. injury	\$
				Each Occurrence	\$
				Fire Damage (any one fire)	\$
				Med. Ext. (any one person)	\$
Automobile Liability Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Combined Single Limit	\$
				Bodily Injury (per person)	\$
				Bodily Injury (Per accident)	\$
				Property Damage	\$
				Each Occurrence	\$
Access Liability Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/>				Aggregate	\$
				Statutory Limits	
Worker's Compensation and Employer's Liability				Each Accident	\$
				Disease-Policy Limit	\$
				Disease-Each Employee	\$
Other					
Description of operations/locations/vehicles/special items					
Certificate Holder Cedar City			CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 10 days written notice to the certificate holder named to the left.		

EXHIBIT "B"
PROPOSAL AND STANDARD FEE SCHEDULE

Fee Schedule
Avenue Consultants
Time and Materials Fee Schedule for Proposed Year 2024

Hourly Charge Rates (Time)	
Principal	\$300/hr
Senior Project Manager	\$250/hr
Senior Engineer	\$210/hr
Engineer	\$160/hr
Junior Engineer	\$125/hr
Senior Planner	\$180/hr
Planner	\$140/hr
GIS Technician	\$125/hr
Junior Planner	\$100/hr
Graphic Designer	\$125/hr
Public Involvement Support	\$140/hr
Administrative Support	\$95/hr

- Reimbursable items: Project materials, online subscriptions
- Mileage: \$0.655/mile
- Deliveries: Hourly Service Rate Plus Mileage
- We have the ability to promptly provide project-specific cost estimates when requested.

CEDAR CITY
CITY COUNCIL AGENDA ITEM 16
STAFF INFORMATION SHEET

To: Mayor and City Council

From: City Engineer

Council Meeting Date: January 3, 2024

Subject: **Consider applying for UDOT Region Four Transportation Alternative Program (TAP) funding for the Center Street overpass sidewalk project.**

Discussion: The Center Street bridge going across I-15 does not have sidewalk on the north side of the bridge. This bridge is used heavily by SUU students who walk from the residential housing on the west side of I-15 to the SUU campus on east side of the bridge. In order to facilitate a safer path for pedestrians, it is proposed that Cedar City apply for Transportation Alternative Program (TAP) funding from UDOT. This project has been identified as a high priority by UDOT and they have encouraged the City to submit an application for funding.

If approved, the TAP funding through UDOT Region Four would provide the City with up to 60% of the project cost with a maximum of \$300,000 contributed by UDOT.

The cost estimate for the project is \$337,000. Based on the terms of the grant if approved, UDOT would cover \$202,200 and Cedar City would be responsible for \$134,800. The City's portion of the funding would need to be approved through City's budget process.

The following items are included with this Information Sheet:

1. Information from UDOT regarding the TAP funding grant.
2. Cover letter for the TAP funding application that will need to be signed by Mayor Green.
3. Grant application for the TAP funding.

Please consider whether to approve applying for UDOT Region Four TAP funding for the Center Street overpass sidewalk project. Thank you for your consideration.

UDOT Region Four's Transportation Alternative Program (TAP) Application extension submission date has been extended to the close of business Friday, January 12th to provide additional time for preparation and processing.

Dear Region Four City/Town and County representatives,

UDOT's Region Four has received its allocation of Transportation Alternative Program (TAP) funds for the fiscal year and would like to partner with our local municipalities to build projects most beneficial to the public. We will use an application process to evaluate and select projects for TAP funding. Approved projects must be **under construction within one year** of the ratification date of the cooperative agreement or the TAP funds may be pulled and assigned to other projects.

- Projects will require a cooperative agreement between the local agency and UDOT.
- TAP funds are Federal funds and can NOT be swapped for State funds. The design and construction phases will each need to follow Federal guidelines and processes.
- Each project will be assigned a UDOT Project Manager (potentially a consultant Project Manager acting as UDOT) to help see the project through the design and construction phases.
- Only one project application will be selected from a municipality. (if you submit multiple applications, indicate your priority)
- The participating city/town or county will be part of the design team to help coordinate the project through design and construction.

Submission for these projects should contain the following information, which will help the Department determine project priorities:

- A written description of the project and why the proposed location should be considered and how the project benefits the public.
- An engineer's estimate for the anticipated work, with sufficient line items to identify the extent of the proposed project.
- Applicable photos and maps to show the extent, location, and need for the project.
- A proposed schedule showing the project milestones through to completion.
- If school children use the proposed route, provide the specific names of the schools and copies of the Safe Routes plans.

Projects will require a cooperative agreement between the local agency and UDOT. This agreement will define the terms for transferring funds, provide for local matching funds, require the local agency to maintain the facility, require a certification of funds used, and ensure that the project was completed according to the approved plans and specifications.

It is anticipated that all projects will be bid through the UDOT bidding process and the construction engineering management (CEM) of all awarded projects will need to be administered by a consulting firm from the UDOT pool.

Eligible projects include but are not limited to:

- Bike facilities (on and off-road)
- Trails
- Sidewalks (off State routes)
- Vehicle-caused wildlife mortality reductions
- Safe routes to school
- Other qualifying transportation alternative projects

Key Dates:

- Submissions are Due by COB December 22, 2023
- Submissions due date extended to close of business Friday, January 12, 2024
- Project selection is anticipated by February 1, 2024

Region Four will consider contributing up to 60 percent of the project cost, with a maximum Department-paid cost of **\$300,000**. Submission for projects with a higher dollar value will be accepted if the local entity is willing to pay the additional costs.

Please submit projects to Cameron Gay via email.

If you have any questions concerning this process, please call or email Cameron Gay, cameron@utah.gov, 435-893-5024

January 10, 2024

UICOT Region Four
c/o Cameron Gay, P.E.
110 W. 200 N.
Kirkland, UT 84038
Via email to cameron@utah.gov

RE: Cedar City Center Street Improvements - UICOT Region Four

Dear Cameron:

Cedar Street is a significant corridor for both vehicular and pedestrian travel, serving Cedar City generally and Southern Utah University particularly. Cedar Street Center Street is a 4-foot wide walkway flanking both sides of the street. With the southern sidewalk connected to the City sidewalk and by means of 4-foot wide gaps, each sidewalk on Cedar Street as it runs to the bridge, the northern sidewalk is without gaps connecting to the sidewalk.

Many university students residing in the vicinity of the bridge, and who are hindered by the inadequate conditions on the north Cedar Street sidewalk, have petitioned for the traffic flow and distance to existing crosswalks. Additionally, the existing sidewalk is a shoulder - a shoulder - is a designated portion of its length, which is a steep slope (the sidewalk is not on the northern side of the street) and the improved sidewalk is defined from this condition by a 3-foot high chain-link fence.

This project is proposed to correct these deficient conditions by providing an improved sidewalk on the north side of Cedar Street. The project will include the following improvements: and all necessary related work (including base and grading work, etc.)

1. Complete the sidewalk and install curb and gutter on the northern side of Cedar Street from 1150 West to 1500 West.
2. Install a 3-foot high chain-link fence on the north side of the new sidewalk flanking to and from the bridge.
3. Install a tapered-end section concrete barrier to safely separate vehicular and pedestrian traffic.

January 10, 2024

UDOT Region Four
c/o Cameron L Gay, P.E.
210 W. 800 S.
Richfield, UT 84701
Via email to: cameron@utah.gov

RE: Cedar City Center Street Improvements – UDOT Region Four TAP funding request

Dear Cameron:

Center Street is a significant corridor for both vehicular and pedestrian travel serving Cedar City generally and Southern Utah University particularly. Currently, the Center Street Bridge which crosses I-15 has 4-foot wide walkways flanking both sides of the street. While the southern walkway is connected to the City sidewalk grid by means of 5-foot wide approach sidewalks on Center Street as it ramps to the bridge, the northern walkway is without similar connecting sidewalks.

Many university students residing to the northwest of the bridge, and who commute on foot, are hindered by the inadequate conditions on the north. Crossing Center Street is inconvenient due to the traffic flow and distance to existing crosswalks. Additionally, the existing protection from vehicular traffic – a guardrail – is, for significant portions of its length, damaged beyond repair and the unpaved, single-file footpath on the northern side is directly adjacent to a steep slope (the southern sidewalk is buffered from this condition by a 5-foot high chain-link fence).

This project is proposed to correct these deficient conditions by providing and installing the following improvements with all necessary related work (i.e. base/sub-base and grading work, repair of street surfaces, etc.).

1. Complete the sidewalk and install curb and gutter on the northern side of Center Street from 1150 West to 1500 West.
2. Install a 5-foot high chain-link fence on the north side of the new sidewalk ramping to and from the bridge.
3. Install a tapered-end section concrete barrier to safely separate vehicular and pedestrian traffic.

The completion of this project will:

1. Establish connectivity by completing the sidewalk in an area with an established need for pedestrian traffic and which is currently underserved.
2. Improve vehicular traffic flow by providing a safe and attractive alternative with increased capacity for pedestrian commuting. UDOT data indicates a traffic flow of 7,800 ADT for Center Street.
3. Improve safety – by upgrading barriers between pedestrians and vehicles, and clearly delineating the travel paths for each usage; protects against the risk of pedestrian injury by providing a concrete walking surface and separates pedestrians from the risk of fall down a steep slope by installing a fence.
4. Protect neighboring properties from flooding and storm damage by directing runoff to the City storm drain system through curb and gutters.

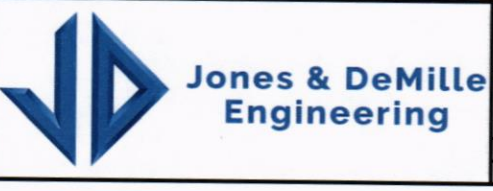
If Cedar City obtains funding through the TAP program for this important project, the City can expedite and complete a system that will produce immediate positive impact for many sectors of the community. Thank you for your consideration.

Sincerely,

Garth O. Green
Mayor, Cedar City



— Project Location



Cedar City

*Center Street Sidewalk Improvements
Project Location Map*

Map Name: Z:\Shared With Me\Development\2023\Cedar City\HC Application\GIS\Projects\Cedar_City_HC_App\Cedar_City_HC_App.aprx - Enh_Cedar_City_Center_Street_Sidewalk_Overview_Map
Project Number: 0000-000

**Iron County,
Utah**

Scale: 1" = 200'

1

Drawn by: ALP 12-23 Last Edit: 12/15/2023

Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	
		Design																		
										Bidding Process		Federal Aid Agreement/Bonding								
														Construction						
																	Closeout			

**PIN: PROJECT # PROJECT NAME: Center Street Sidewalk Improvements
Cost Estimate - Concept Level**

Prepared By: Jones and DeMille Engineering Date 12/19/2023

Proposed Project Scope: Construction of Sidewalk, C&G, Shoulder Widening on Center Street Bridge

Approximate Route Reference Mile Post (BEGIN) =	0.000	(END) =	0.224
Project Length =	0.224	miles	1,185 ft
Current FY Year (July-June) =	2023		
Assumed Construction FY Year =	2024		
Construction Items Inflation Factor =	1.07	1 yrs for inflation	
Assumed Yearly Inflation for Engineering Services (PE and CE) (%/yr) =	2.25%		
Assumed Yearly Inflation for Right of Way (%/yr) =	0.0%		
Items not Estimated (% of Construction) =	10.0%		
Preliminary Engineering (% of Construction + Incentives) =	16.0%		
Construction Engineering (% of Construction + Incentives) =	16.0%		

Construction Items	Cost	Remarks
Public Information Services	\$0	
Roadway and Drainage	\$192,422	
Traffic and Safety	\$9,880	
Structures	\$0	
Environmental Mitigation	\$0	
ITS	\$0	
	Subtotal	
	\$202,302	
	Items not Estimated (10%)	
	\$20,230	
	Construction Subtotal	
	\$222,532	
P.E. Cost	P.E. Subtotal	16%
	\$35,605	
C.E. Cost	C.E. Subtotal	16%
	\$35,605	
Right of Way	Right of Way Subtotal	\$0
Utilities	Utilities Subtotal	\$0
Incentives	Incentives Subtotal	\$0
Miscellaneous	Miscellaneous Subtotal	\$0

Cost Estimate (ePM screen 505)	2023	2024
P.E.	\$36,000	\$37,000
Right of Way	\$0	\$0
Utilities	\$0	\$0
Construction	\$223,000	\$239,000
C.E.	\$36,000	\$37,000
Incentives	\$0	\$0
Aesthetics	0.00%	\$0
Change Order Contingency	10.00%	\$24,000
UDOT Oversight	\$0	\$0
Miscellaneous	\$0	\$0
TOTAL	\$317,000	\$337,000

PROPOSED COMMISSION REQUEST	TOTAL	\$317,000	TOTAL	\$337,000
------------------------------------	--------------	------------------	--------------	------------------

Project Assumptions/Risks

- | | | | |
|---|--|----|-------|
| 1 | Remove existing guardrail, add curb and gutter, 5' sidewalk, chain link fence, and precast concrete tapered end section. | 8 | _____ |
| 2 | _____ | 9 | _____ |
| 3 | _____ | 10 | _____ |
| 4 | _____ | 11 | _____ |
| 5 | _____ | 12 | _____ |
| 6 | _____ | 13 | _____ |
| 7 | _____ | 14 | _____ |

Inflation

PIN: PROJECT # PROJECT NAME: Center Street Sidewalk Improvements

Year	Rate	Recommended Rate	Cumulative Inflation Factor
2023	0.0%	0.0%	1.00
2024	7.0%	7.0%	1.07
2025	6.0%	6.0%	1.13
2026	6.0%	6.0%	1.20
2027	6.0%	6.0%	1.27
2028	6.0%	6.0%	1.35
2029	6.0%	6.0%	1.43
2030	6.0%	6.0%	1.52
2031	6.0%	6.0%	1.61
2032	6.0%	6.0%	1.71
2033	6.0%	6.0%	1.81
2034	6.0%	6.0%	1.92
2035	6.0%	6.0%	2.03
2036	6.0%	6.0%	2.15
2037	6.0%	6.0%	2.28
2038	6.0%	6.0%	2.42
2039	6.0%	6.0%	2.56
2040	6.0%	6.0%	2.72
2041	6.0%	6.0%	2.88
2042	6.0%	6.0%	3.05
2043	6.0%	6.0%	3.24
2044	6.0%	6.0%	3.43
2045	6.0%	6.0%	3.64
2046	6.0%	6.0%	3.86
2047	6.0%	6.0%	4.09
2048	6.0%	6.0%	4.33

Please contact UDOT Estimate Support with any questions (801-965-4708).

Roadway and Drainage


PIN: PROJECT # PROJECT NAME: Center Street Sidewalk Improvements

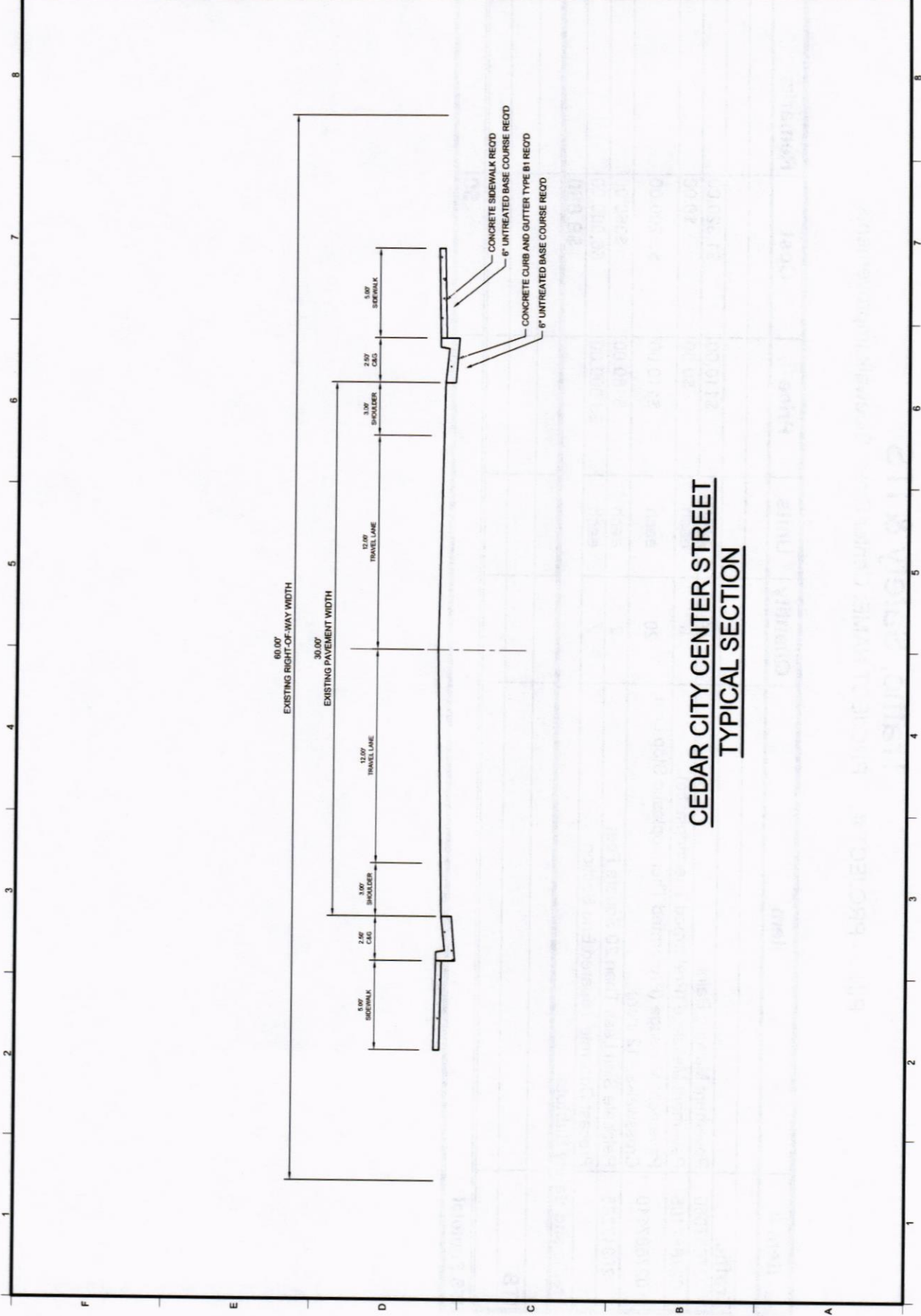
Item #	Item	Quantity	Units	Price	Cost	Remarks
Roadway						
015017010	Mobilization	1	Lump	\$25,000.00	\$25,000.00	Usually 7-10% of construction
015547005	Traffic Control	1	Lump	\$15,000.00	\$15,000.00	Usually 3-5% of construction
023167020	Roadway Excavation (Plan Quantity)	132	Cubic Yard	\$50.00	\$6,600.00	
027417050	HMA - 1/2 Inch	50	Ton	\$250.00	\$12,500.00	
027217020	Untreated Base Course (Plan Quantity)	36	Cubic Yard	\$50.00	\$1,800.00	
027767025	Concrete Curb and Gutter Type B1	950	Foot	\$50.00	\$47,500.00	
	Concrete Sidewalk	528	Square Yard	\$80.00	\$42,222.22	
022217075	Remove Guardrail	600	Foot	\$5.00	\$3,000.00	
	Chain Link Fence	720	Foot	\$40.00	\$28,800.00	
	ADA Pedestrian Ramps	2	Each	\$5,000.00	\$10,000.00	
Roadway Subtotal					\$192,422	
Drainage						
Drainage Subtotal					\$0	
PI						

Traffic, Safety & ITS

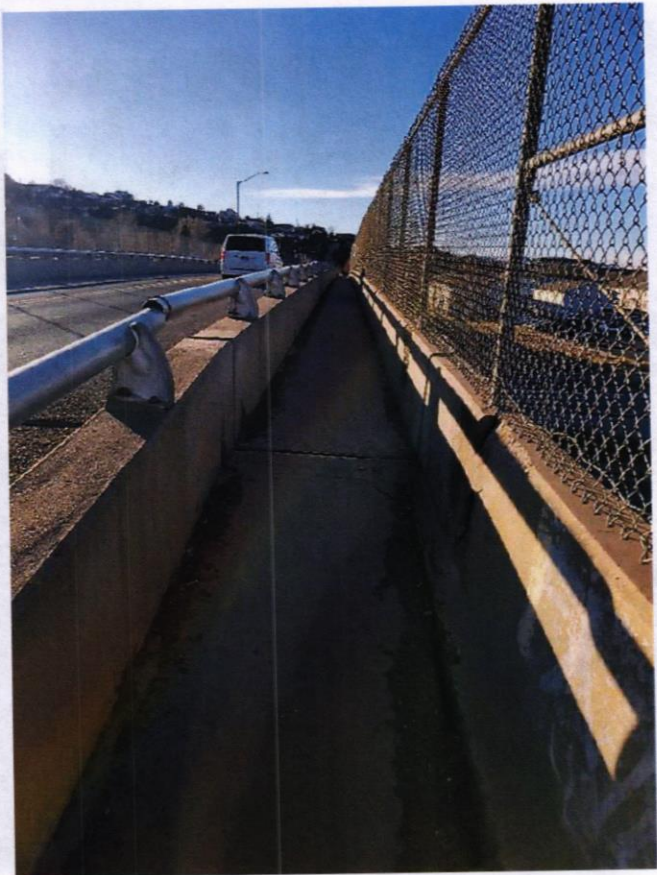
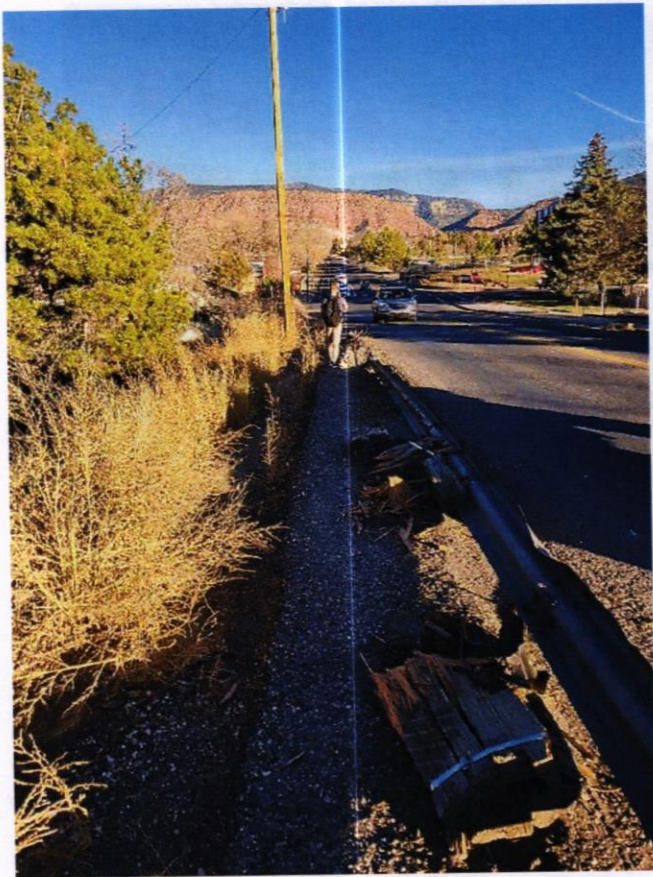
PIN: PROJECT # PROJECT NAME: Center Street Sidewalk Improvements

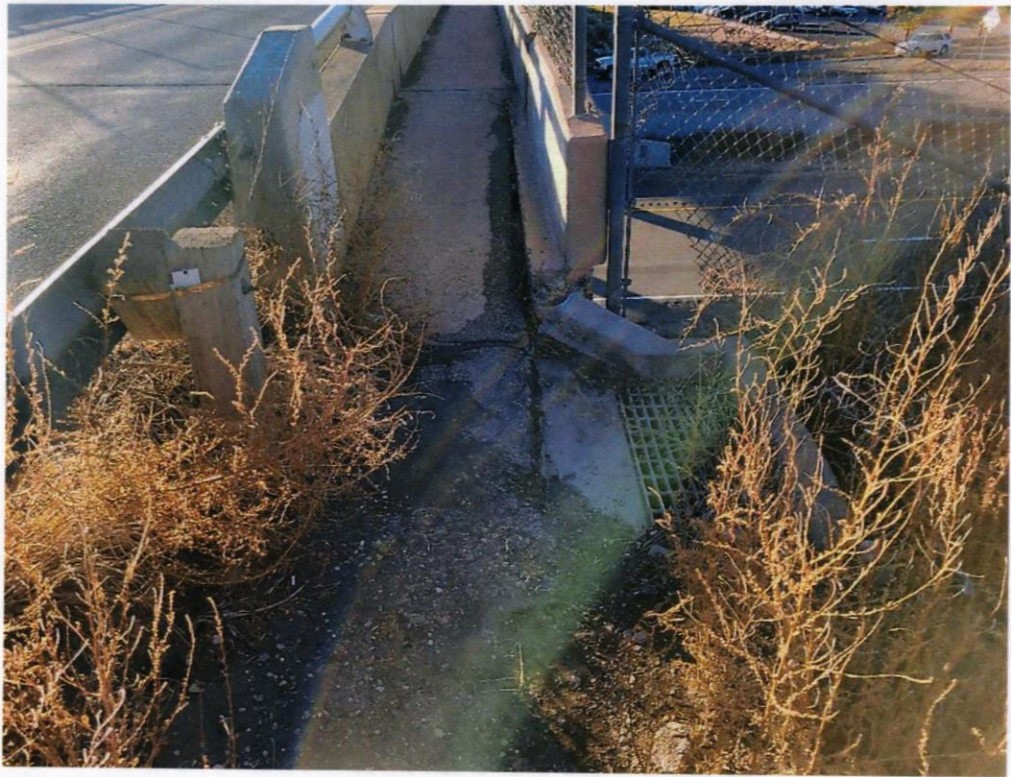
Item #	Item	Quantity	Units	Price	Cost	Remarks
Traffic						
027657050	Pavement Marking Paint	12	gallon	\$110.00	\$1,320.00	
027687105	Pavement Message (Preformed Thermoplastic)	0	each	\$0.00	\$0.00	
027687110	Pavement Message (Preformed Thermoplastic Stop Line, Crosswalks - 12 inch)	20	each	\$110.00	\$2,200.00	
028917285	Relocate Sign Less Than 20 Square Feet	2	each	\$180.00	\$360.00	
	Precast Concrete Tapered End Section	2	each	\$3,000.00	\$6,000.00	
Traffic and Safety Subtotal					\$9,880	
ITS						
ITS Subtotal					\$0	

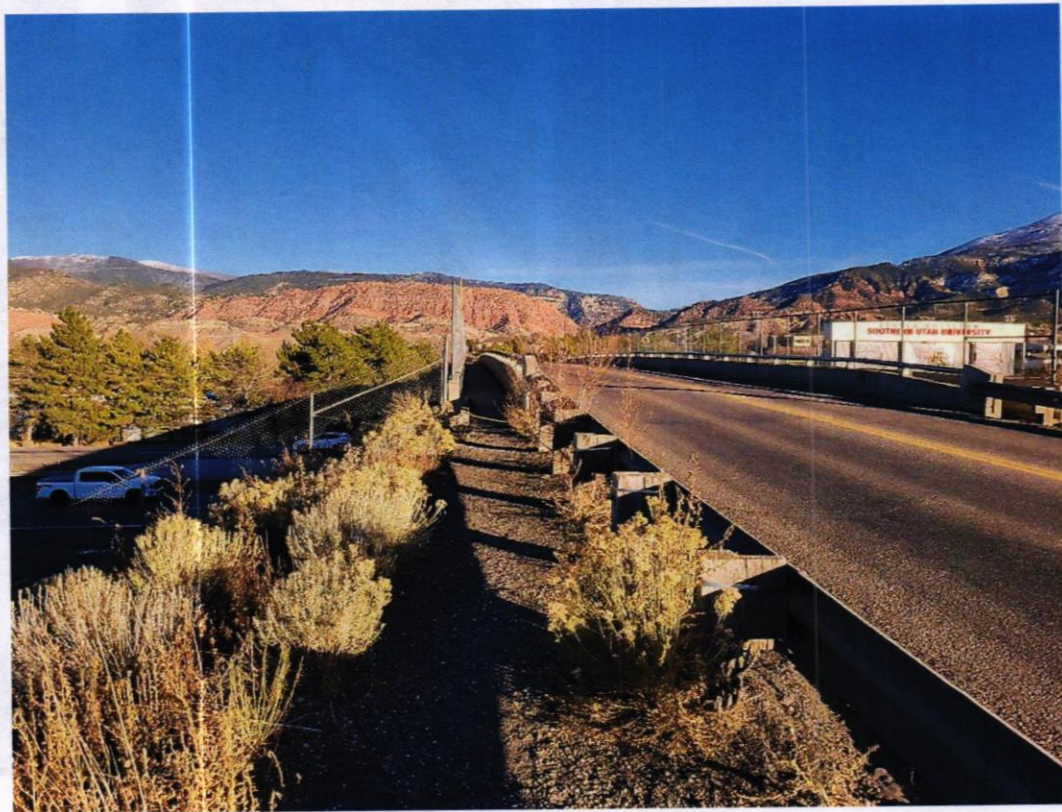
PROJECT NUMBER IRON COUNTY SHEET NO. 1	PROJECT CEDAR CITY CENTER STREET TYPICAL SECTION	DATE NOV 11 2011	SCALE 1" = 5'	DWG NAME REVISIONS	DATE NO. DWS	NO. DWS	DATE
 JONES & DEMILLE ENGINEERING, INC. CIVIL & STRUCTURAL ENGINEERING - SURVEYING 100 S. WASHINGTON - MARSHALLS TESTING 1001 7th St. W. Marshall, MN 56258 WWW.JANDEMLLE.COM		REVISIONS NO. DWS DATE					

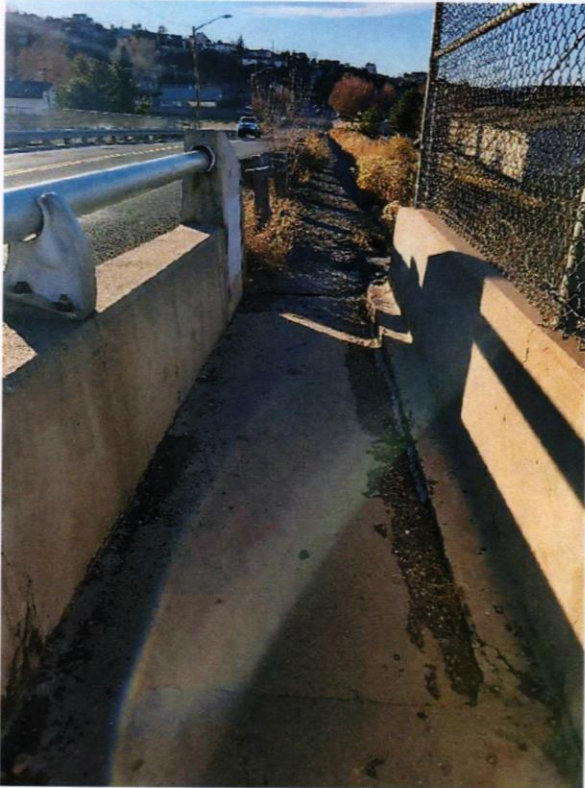
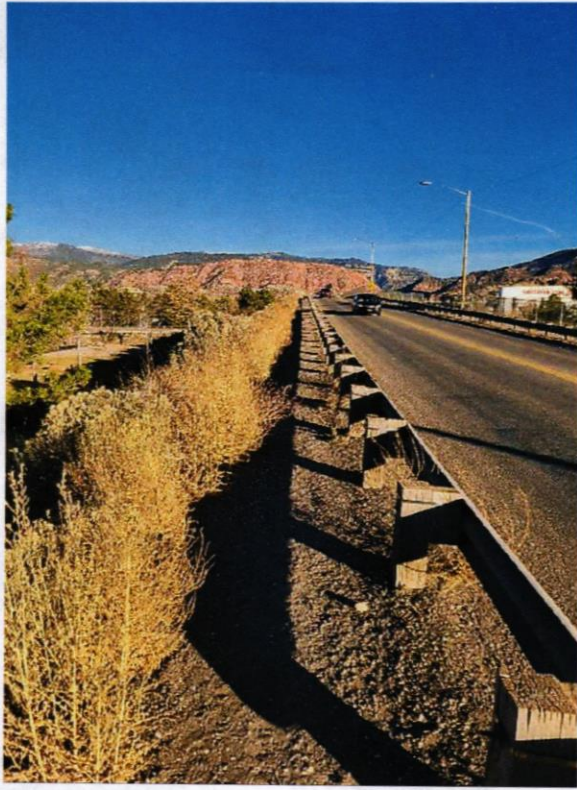


**CEDAR CITY CENTER STREET
TYPICAL SECTION**











CEDAR CITY COUNCIL
AGENDA ITEMS - 17
DECISION PAPER

TO: Mayor and City Council
FROM: City Manager
DATE: January 2, 2024
SUBJECT: Disposal of City owned property.

Cedar City has an established policy related to disposing of property interests. One step in this process is to have the property interest appraised. You can find the City's disposal process by following this link which will take you to the City's purchasing policy. The disposal portion of the purchasing policy is located in section IX.

<https://www.cedarcity.org/DocumentCenter/View/9139/Purchasing-Policy---Updated-32422?bidId=>.

Last month the City Council approved the disposal of mining rights on property the City owns along bulldog road. This is the old wastewater treatment plant property. This item is on the agenda today to ask you to waive a portion of the policy requiring an appraisal. I cannot find an appraiser that will appraise mining rights. The City does have a couple of leases on property where we lease mining rights, so we have an idea as to what they are worth.

For this transaction, please consider waiving the required appraisal. If you have any questions, please ask. Thank you.