

Cedar City

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

CITY COUNCIL WORK MEETING **FEBRUARY 15, 2023** **5:30 P.M.**

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

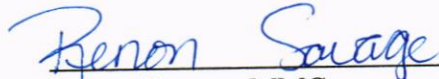
The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comments
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider local consent alcohol permit for Las Flores Mexican Restaurant Co., 126 N. Main Street. Omar Gonzales/Chief Darin Adams
 2. Consider a single event alcohol permit for Southern Utah Museum of Art on May 20, 2023. Jessica Kinsey/Chief Darin Adams
 3. Consider reappointing Len Badertscher to the RAP Tax Parks & Recreation Board. Mayor Green
 4. Consider an ordinance changing the name of 400 North street to Red Peak Way. Kari Louthan/Tyler Romeril
 5. Public hearing to consider an ordinance amending the City's Trail Master Plan in the vicinity of 2608 N. Wedgewood Lane. Watson Engineering/Tyler Romeril
 6. Public hearing to consider an ordinance designating the General Land Use Plan as Highway & Regional Commercial Services and amending the current General Land Use Plan from Medium Density Residential to Highway & Regional Commercial Services for property located at 3000 North 100 East. Platt & Platt/Tyler Romeril
 7. Public hearing to consider an ordinance changing the zone from R-1 Residential (R-1) to Highway Services (HS) for property located at 3000 North 100 East. Platt & Platt/Tyler Romeril
 8. Public hearing to consider an ordinance adopting, enacting, and/or modifying written Impact Fee Facilities Plans (IFFP), Impact Fee Analyses (IFA), and an Impact Fee Enactment for Storm Drain, and Fire. Tyler Romeril/Fred Philpot

Staff

9. Approval of bids for body cameras. Chief Darin Adams
10. Consider a renewal of the TSA Terminal lease. Nick Holt
11. Consider bids for the Materials Testing Blanket Contract. Jonathan Stathis
12. Consider bids for the Cody Drive Drainage Improvements project. Jonathan Stathis
13. Consider bids for the I-15 Drainage Improvements Phase 1 project. Jonathan Stathis
14. Consider bids for the I-15 Drainage Improvements Phase 2 project. Jonathan Stathis
15. Save the driving range campaign. Mayor Green

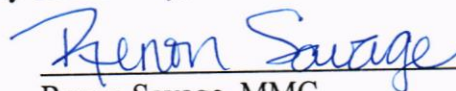
Dated this 13th day of February, 2023.



Renon Savage, MMC
Cedar City Recorder

CERTIFICATE OF DELIVERY:

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



Renon Savage, MMC
Cedar City Recorder

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

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

CEDAR CITY CORPORATION
SINGLE EVENT PERMIT APPLICATION

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

SECTION I

NAME: Jessica Kinsey

ADDRESS: 13 S. 300 W. Cedar City, UT 84720

EMAIL: jessicakinsey@suu.edu, whitneystaheli@suu.edu

PHONE NUMBER: 435-865-8564 NAME OF ENTITY: Southern Utah Museum of Art

PURPOSE OF ENTITY: Non-profit arts organization

TYPE OF EVENT: Fundraising dinner and live art auction

TIME AND DATE OF EVENT: Saturday, May 20, 2023, 5 - 8 p.m.

NATURE AND PURPOSE OF EVENT: The 28th Annual Art Auction at Southern Utah Museum of Art raises funds for traveling and temporary exhibitions, collections care, and operating expenses.

SECTION II

DESCRIBE THE FLOOR PLAN DESIGNATING:

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

In a locked room at SUMA, only accessible by three (3) employees

(B) THE SITE FROM WHICH THE APPLICANT PROPOSES THAT ALCOHOL BE

SOLD OR SERVED: Main gallery of Southern Utah Museum of Art:

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

ALLOWED TO BE CONSUMED: Main gallery of Southern Utah Museum of Art

CEDAR CITY COUNCIL

AGENDA ITEM – 4

TO: Mayor and City Council
FROM: Tyler Romeril
DATE: February 13, 2023
SUBJECT: Changing 400 North's street name to Red Peak Way.

DISCUSSION:

Red Peak Gym is building a new facility on 400 North. The owner, Kari Louthan, is requesting that the street name of "400 North" be changed to "Red Peak Way". Ms. Louthan is ok if the name "400 North" remains and in smaller print underneath "Red Peak Way" is listed.

City Ordinance 31-1 pertains to street name changes.

Section 31-1 Names Of Streets

All streets situated within Cedar City shall be known by the names and numbers by which they are designated in the official Street Naming and Numbering Plat of Cedar City filed in the office of the City Recorder and in the office of the County Recorder of Iron County, unless such names shall be changed by Ordinance.

AMENDED BY CEDAR CITY ORDINANCE No. 1001-08-2

The proposed renaming of 400 North to Red Peak Way was given a positive recommendation by the Planning Commission (see the minutes attached) with a 4-2 vote.

In order to change the name of a city street, 31-1 states that the City must pass an ordinance directing the change. I have prepared and attached one for your consideration should you choose to rename 400 North to Red Peak Way.

5. Street Renaming
Gym
(Recommendation)

400 N. – Change to Red Peak Way Louthan/Red Peak

Kari: This is for addressing and renaming 400 N. to Red Peak Way. We know the concerns from the last meeting which were primarily the ambulance. They said it's hard when roads are named 2 names or change the name. We are ok with Red Peak Way listed as the smaller name under 400 N. We hope to have that named from Airport Road up. There are both residential and commercial uses on the same street. Shakespeare Lane serves 2 purposes and was recently renamed. If we have GPS that tracks the location of our gymnasium well on Google we don't see that shouldn't be a problem. We bought the land and gave it back to city we're now developing the street. If there are other concerns we can address those. I think we can serve 2 purposes successfully here. **Adam:** The proposal is to change 400 N. to Red Peak Way for that section. **Kari:** Yes. **Adam:** Is there precedence to naming streets after a business or is there some guidelines we have to go by when renaming streets? **Jonathan:** There's not a whole lot of guidance in the ordinance. It says all streets shall be known by names and numbers which they are designated, but in the official naming and numbering in Cedar City, unless such names shall be changed by ordinance. We have a few in town, like GoEX Drive in the Port 15 area. We have Automall Drive, that was supposed to be an auto mall, but that project didn't happen. There's Providence Center Dr. **Kari:** Joe Thurston Way and Maple St. **Jonathan:** He was a firefighter. **Carter:** When a new development goes in, does the developer get to choose the names of streets? **Jonathan:** They propose it, we review it to make sure names aren't duplicated in the city or county. When developers propose it, we don't question it too much. **Adam:** Is this coming in for renaming because it went beyond that point? If they proposed it when they did plat, would that make a difference? **Jonathan:** It came through for a road dedication and it was listed at 400 N. on the road dedication. It is a dedicated street currently, so it would need to come through for an ordinance change. **Carter:** You had to put the road in for your piece, right? That piece on Airport was already there. **Kari:** We chose to design the property with the intent to develop the street. We could have had our building up at the top, so people get there. We wanted to make a good flow of traffic and we wanted it to be good for the city and future developments in the city. **Carter:** Does this connect to 1700? **Jonathan:** Yes. It was a MP road going through. **Carter:** Is it from Red Peak at 1700 or all the way? **Kari:** We wanted to start at Airport Road. It makes more sense to extend it on past Metalcraft because it kind of dead ends. There are 3 houses on that road. I don't think it will change their address. It could end at 1700. **Adam:** There was concern in the Sketch notes from both PW and Fire about the access and the confusion naming streets. Does staff have concerns about renaming it for emergency service finding the location? **Jonathan:** It's always a concern. I don't know how serious it is, but it may be more of a question for PD and Fire. The Water Dept. had a concern with it when they read the meters. **Adam:** Her suggestion is that it stays 400 in smaller letters. I've seen the opposite. **Jonathan:** This is the City standard {See Exhibit "A"}. The number in larger letters on top and the name is in smaller letters on the bottom.

Carter: When a street is brought in originally this way, the signs don't look like that. They don't have a number. **Jonathan:** If there's no number associated then the name is in large letters. **Carter:** PW would like to keep the numbers. **Ray:** What happens if the business changes and it's not called Red Peak anymore? Based on this standard it's a lot easier to change the sign and still have a street number.

Adam: I agree. **Craig:** I have a hangup with naming streets. With the numbers, I can find my way around. **Kari:** The business is named Red Peak Gym, but we would name the road Red Peak Way. If the name of the business changes, it wouldn't impact the road. All the roads surrounding SUU, but Dixie University changed their names. **Jennie:** Kari brought up that the other residential businesses on the road won't have to change their address. Is that the case? Would they have to change their address? When 200 N. changed to Freedom Blvd. all the businesses along there had to change their addresses. That would be expensive to force everyone to change it. **Carter:** If you end it at 1700, there's no residences at the airport. **Jennie:** Do we want to keep it on the piece and approve it or extend it?

Jonathan: I was under the understanding it would be from Airport to 1700. If we're extending it all the way down, I would say table this and get a public notice to the affected residents. **Kari:** We'll do whatever's comfortable, so it gets approved.

Adam: Does it make sense as a city to rename a small piece of road? **Kari:** On the west side it comes to a dead end. **Carter:** We do this for developers every time. If you put in a city street and incur the cost, I feel you should have the naming rights. They put a lot of money to put this road in, so what's the harm in letting them rename it? **John:** All the roads on Leigh Hill have coordinates and then a smaller name. It's the same with Google Maps. **Jennifer:** Would the Post Office have any problems? **Kari:** It depends on how well we spend our money for Google tracking. We've had success with our current location at the different address, and I don't see there being a problem if it changed. **Jennifer:** Same with emergency services. We want them to find you when something happens. **Kari:** I know people have their opinions on the ambulance crew. If we can track our business online, there should not be any trouble for anyone to get the info or help us the way is needed.

Jennifer motions for a POSITIVE recommendation for the Street Renaming for 400 N., from Airport Road to 1700 W., to Red Peak Way and keeping 400 N. in the address; Carter seconds; Craig and Ray both vote NAY;

Motion passes for a POSITIVE recommendation, with 4 in favor and 2 against.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL CHANGING 400 NORTH STREET TO RED PEAK WAY

WHEREAS, Cedar City owns and maintains publicly owned streets throughout the city, and as owner of these streets Cedar City has the legal authority to name or rename these streets; and

WHEREAS, Cedar City has established a uniform system for the naming of such streets; and

WHEREAS, Cedar City ordinance 31-1 authorizes the City to rename name city streets by passing an ordinance giving good cause for the change; and

WHEREAS, a Cedar City citizen, Kari Louthan, has requested that 400 North Street be renamed to Red Peak way; and

WHEREAS, the City Council finds good cause for the change because _____; and

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's 400 North Street be renamed to Red Peak Way.

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

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of February, 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

CEDAR CITY COUNCIL

AGENDA ITEM – 5

TO: Mayor and City Council

FROM: Tyler Romeril

DATE: February 13, 2023

SUBJECT: Amendment to the Trail Master Plan at 2608 N. Wedgewood Lane

DISCUSSION:

The Trails Master Plan designates a master planned trail in the location of 2608 N. Wedgewood Lane along the rear of the property. This parcel of property is triangular in shape (see the attached map). The Active Transportation Master Plan does not align with the Master Planned Trail System in this area. For this reason, Mr. Watson, on behalf of his client, Precision Development, is requesting that the City amend the Trail Master Plan to align with the Active Transportation Master Plan by moving the Master Planned Trail from the rear of the property to the front along Canyon Ranch Dr. and Wedgewood Drive.

This matter came before the Planning Commission and was given a positive recommendation (see the attached minutes).

Please consider whether or not to approve this Trail Master Plan amendment.

7. PUBLIC HEARING

Trails Master Plan Amendment 2608 N. Wedgewood Lane
Development/
(Recommendation)
Engineering

Precision

Watson

Tim: We have a dilemma here. The Active Transportation MP doesn't align with the MP trail system. For this triangular piece of land the MP trail is shown going along the east boundary, where the Active Transportation MP show it going along the proposed Wedgewood Lane and Canyon Ranch Dr. We're asking that the MP trail be realigned with the Active Transportation MP, so we can utilize the property along the east boundary more. There's no MP or proposed road on the back of the property. It is Wedgewood Lane and Canyon Ranch Drive. We're not vacating anything, we're keeping the same trails in the area, we're just going to realign them.

Carter: Which one is the more recent? **Jonathan:** The Active Transportation.

Adam: Do we have heartache from staff to realign them? **Jonathan:** No. It seems like a reasonable request. There's going to be a 10' sidewalk that would follow Wedgewood Lane and Canyon Ranch Drive. It makes sense not to have it behind that business. **Carter:** Why do we have a trail and active transportation plan?

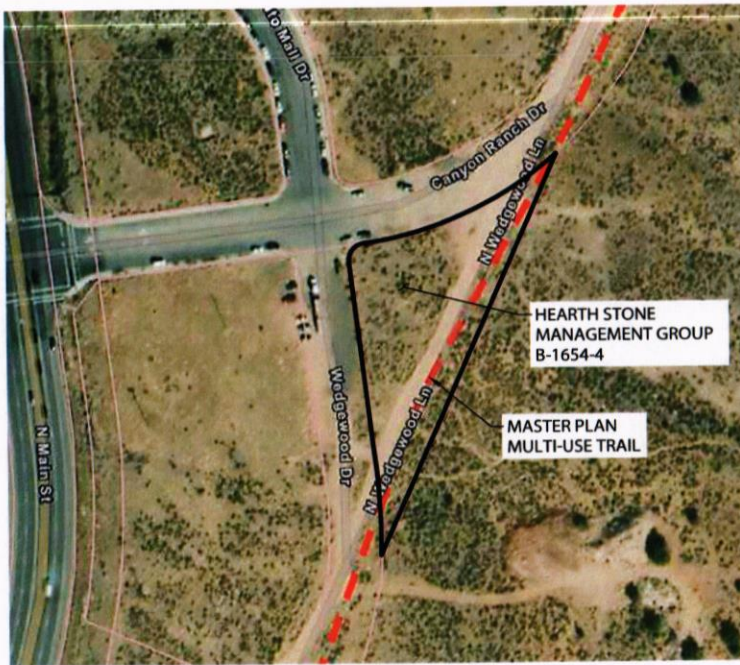
Adam opened the public hearing.

Vicki: I'm trying to see where this is. **Tim:** It's across from Love's Truck Stop. Our piece is the triangle piece there. **Vicki:** Where is the trail? **Tim:** It goes way down there. **Vicki:** Do you want it to go up and turn? **Tim:** Just follow the roadway. **Vicki:** I don't see a problem. **Carter:** And by doing that, it would create a 10' wide sidewalk? **Jonathan:** Yes. To answer your question, Carter, the trails MP is more of a global plan that goes into the hills further out of town, and the Active Transportation is more in town for commuting and students to access. That's why we have both. **Carter:** One's for recreation and the other is for getting to work and school.

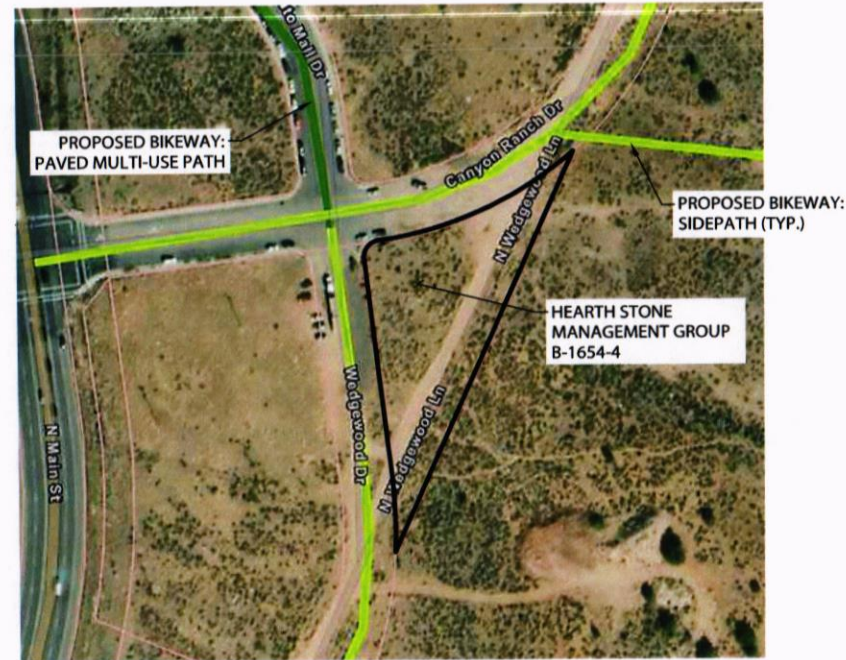
Adam closed the public hearing.

Carter motions for a POSITIVE recommendation for the Trails Master Plan Amendment at 2608 N. Wedgewood Lane; Jennifer seconds; all in favor for unanimous vote.

SKETCH PLAN
MASTER PLAN TRAIL REALIGNMENT
 WITHIN THE SW ¼ OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN
 2608 N WEDGEWOOD LANE, CEDAR CITY, UTAH



MASTER PLAN TRAIL SYSTEM MAP
 SCALE: N.T.S.



ACTIVE TRANSPORTATION MASTER PLAN MAP
 SCALE: N.T.S.

NOTE

IT IS PROPOSED TO RELOCATE THE MASTER PLANNED MULTI-USE TRAIL ONTO CANYON RANCH DRIVE & WEDGEWOOD LANE, IN ORDER TO MATCH THE ACTIVE TRANSPORTATION MASTER PLAN.

~ PRELIMINARY ~
 FOR REVIEW



**WATSON
 ENGINEERING
 COMPANY, INC.**

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 Cedar City, UT 84721

Tel: (435) 586-3004

www.wecnc.com

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 Watson Engineering Co.

SKETCH PLAN
MASTER PLAN TRAIL REALIGNMENT

PRECISION DEVELOPMENT
 WITHIN THE SW ¼ OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN
 2608 N WEDGEWOOD LANE, CEDAR CITY, UTAH

DRAWN BY:
 D. T. BROWN

CHECKED BY:
 T. G. WATSON

DATE:
 January 12, 2023

SCALE:
 N.T.S.

WATSON PROJECT NO.:
 23-01100

FILE:
 HEARTH STONE BIKE.DWG

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING THE CITY'S TRAIL MASTER PLAN IN THE VICINITY OF 2608 NORTH WEDGEWOOD LANE

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

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

WHEREAS, the City desires to update its Trail Master Plan in the vicinity of 2608 North Wedgewood Lane with the applicable attachments provided herein.

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

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

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

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

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

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of February 2023.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance _____

- Cedar City Trail Master Plan -

CEDAR CITY COUNCIL

AGENDA ITEM – 647

TO: Mayor and City Council
FROM: City Attorney
DATE: February 13, 2023
SUBJECT: Requested General Land Use and Zone amendments for three parcels of property located at approximately 3000 N. 100 E.

DISCUSSION:

Pursuant to the Planning Commission's discussion regarding general land use amendments and zone changes for property located at approximately 3000 N. 100 E., two proposed ordinances were prepared. These proposed changes pertain to a small sliver of property that will contain the road that accesses the development. Part of the road currently does not have a General Plan designation and another small section is designated at Medium Density Residential. The requested changes would:

1. designate the General Land Use as Highway & Regional Commercial Services on one section of the property and amend the General Land Use Plan from Medium Density Residential to Highway & Regional Commercial Services on the other section of the property; and
2. then the entire property would be rezoned from R-1 Residential-1 (R-1) to Highway Service (HS).

These proposed changes are consistent with the desires of the property owner. The Planning Commission gave a **positive** recommendation on the requested changes (see the attached minutes). Please consider whether to pass these ordinances amending the general land use plan and zoning in this area.

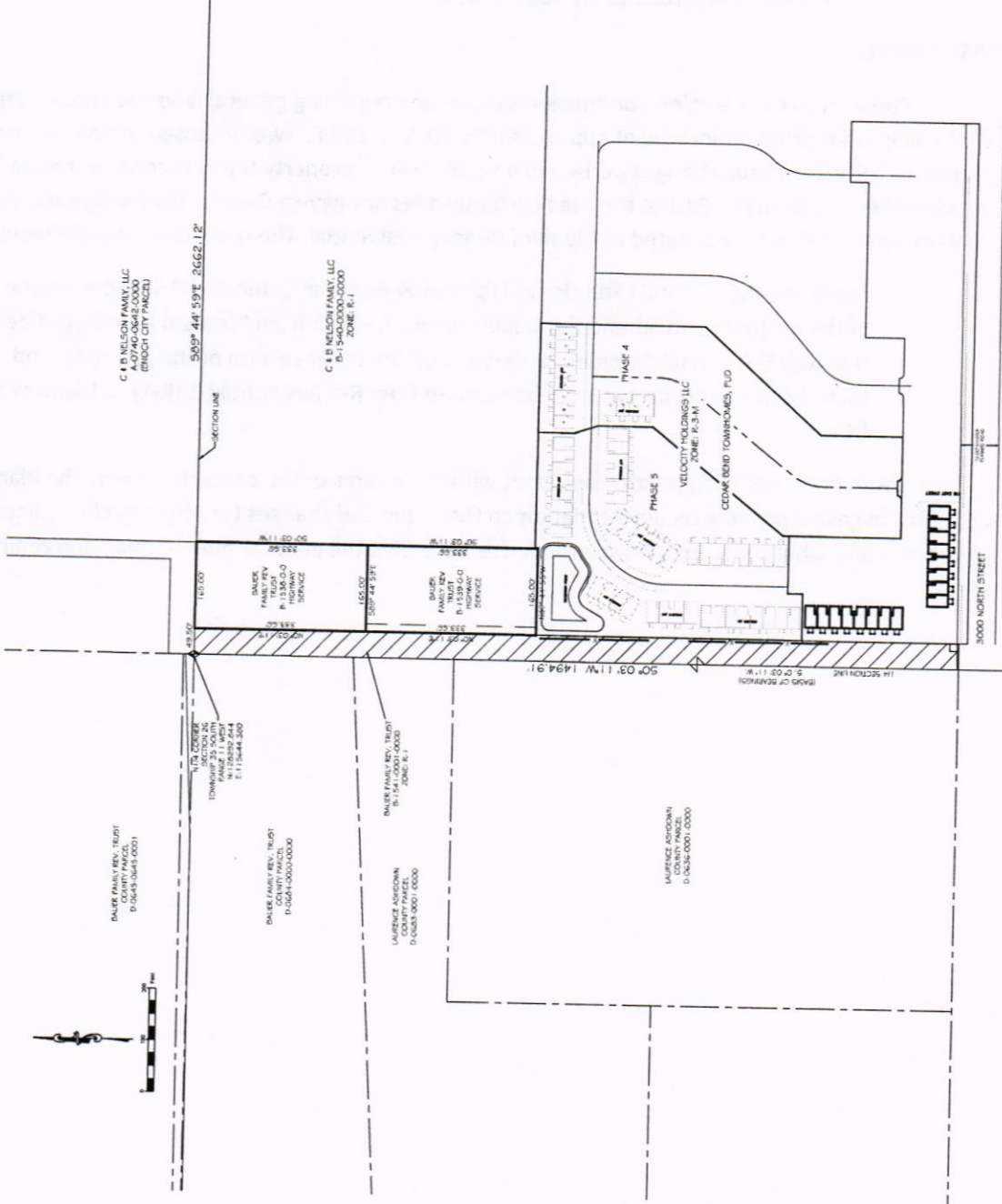
PLATT & **PLATT, INC.**
CONSULTING
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CEDAR CITY, UT 84720
TEL: (435) 596-6151
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BAUER FAMILY REVOCABLE TRUST
ZONE CHANGE FOR
WITHIN SECTION 26, T. 35 S., R. 11 W., S46M
CEDAR CITY, IRON COUNTY, UTAH

RAISED BY
 M. CLARKE
 PREPARED BY
 B. PLATT
 DATE: Jan 12, 2023
 CALZ: 11 - 1007

PAGE: 1 OF 1

[illegible]

2. PUBLIC HEARING

General Land Use Designation 3000 N. 100 E.
Platt

Bauer/Platt &

to Highway & Regional
Commercial Services
(Recommendation)

Bob: About 2 months ago this property here was zone changed, so the Bauer family could do an RV park. This is zoned appropriately. This is the access road on their property that is not zoned HS at this time. Because of that we're here for a General Land Use change and only a zone change for this property. The south bit is zoned R-1, right? **Jonathan:** It's zoned R-1, but the General Land Use is medium density.

Bob: We're talking about the 49 1/2 ft. long piece. The next piece is no designation.

Jonathan: Correct. **Bob:** The goal is to go through the process to get this proposed general land use and zone change to HS to access on their property to their proposed RV park, not a trailer park. **Adam:** Looking at the Sketch minutes, this is required

because it's a commercial piece of property, so it has to be accessed through commercial property, is that right? **Don:** Correct. **Bob:** The way I understand is that if this zone change on this piece of ground which is zoned medium density, if this general land use and zone change were not approved this could not move forward, because you can't access an RV park from a residential zone. **Don:** That's correct,

but it's a private driveway too, so they can make the zoning consistent. **Adam:** Sketch notes said this would be a private drive. Is that still the plan? **Carter:** It's not going to be a city street. **Bob:** It's a private drive. **Adam:** That's the headache. You're creating a private drive, and it can't be residential; it has to be commercial. **Bob:** We want to zone it HS like the proposed RV park is presently zoned. **Jennie:** Will that ever be a dedicated road or will it always be private? **Bob:** I can't foresee the future.

Carter: Is it on the MP roads MP? **Jonathan:** No. **Adam:** Does it line up with any major streets? **Jonathan:** It is a MP road going south, but going north is not on the MP. **Carter:** What's a designation? **Jonathan:** It doesn't have a designation currently on the GP. **Adam:** We need to designate it and zone it. **Jonathan:** Yes.

When we went through that, it looked like a road and it was kind of an oversight for us.

Don: I believed it was a road. I don't like to zone our public ROW. **Bob:** We think it's just a mapping error. It probably was intended to end at 3000 N. **Craig:** So, agenda items #2, #3, and #4 are just that piece. **Bob:** Yes. **Jennie:** We're going to potentially zone this as HS, but you're backing up to a residential area. Is there any concern that at some point someone will want all of that to be HS and all of that next to residential? **Carter:** What's the piece to the west? **Don:** It's all MP as HS out there.

Jennie: You have Cedar Bend on the east that's residential, and you have a HS 50' strip. Then going west, my concern is that in the future someone will say that this is HS, and they want that to the west. **Bob:** The reason we're here is this cannot

move forward unless this is zoned HS. **Don:** I think I understand. This has always been MP as HS, so I don't know if would suggest to continue that unless there was a MP road there with commercial potential. Someone might propose it. **Jennie:**

Would access to the parcel to the west only be off of 3000 N.? The parcel now is a N-S corridor but it's going to be a private road. **Bob:** Isn't this Bauer's property too?

Jonathan: No, it's Ashdown. Bauer has the north piece. **Carter:** Is this the main access for the whole RV Park? **Bob:** It's the only access. **Carter:** Doesn't their property go all the way to Minersville? **Bob:** This is all Carl Nelson's to the east. I can't say in the future that would be a public road. Just because it's private now doesn't mean it can't change. **Adam:** If we allow this to become a private drive and the city decides this is a road they want, how does that impact 100 E.? **Don:** If it did it could impact the development. You have different setbacks on RV parks when you front a dedicated road. **Adam:** Once it becomes a private drive it's done. 100 E. stops at that point. **Don:** I can't see that far. **Carter:** Unless the land develops at one point. **Adam:** Is there concerns from staff on this item? **Don:** I think they were flushed out at PR/Sketch. They were talking about access due to the length of the flag. That needs to be worked out. **Jennifer:** If we ever did decide down the road that this needs to be a public road, what would be the width requirement? **Jonathan:** In commercial it would be a 55' required ROW. **Carter:** You could take the 6' from the neighboring property. **Jonathan:** Correct. **Jennifer:** I'm concerned about the future of other property when they come before this board to do multi-family and medium density. Can you access a medium density off a HS services property? Will that hurt them? We've had some things with HS property access. **Don:** I don't see an issue. If it becomes a road at some point, I think the zoning becomes irrelevant. The commercial runs into residential at some point. **Bob:** The layout still has to be worked out and reviewed by city staff. **Carter:** The RV park has gone through sketch, right? **Bob:** Yes. It was zone changed a couple months ago. **Adam:** We will handle items #2, #3, and #4 at the same time.

Adam opened the public hearing.

Elaina Kostinska: I'm a resident at Cedar Bend and one concern I wonder about is the property value. This road is very narrow and over Christmas break, there was a collision with multiple cars. A lot of people are parking along the side. When you're driving from Cedar Bend it's difficult to see turning left. I think to move forward that road will need to be dealt with before increasing capacity. **Carter:** Are you talking about 3000 N. or 100 E.? **Elaina:** The main street. **Adam:** The new road they want to build? **Elaina:** The one that's currently here. There will be a lot more challenges having those big trailers or cars. **Adam:** The difference with this road is it's a private road. They could have it no parking along the road. With it being so narrow, I doubt there'd be parking along the road. That's something the landowner would have discretion to control. **Don:** There has been one change recently by the City Council. For the larger PUDs, like Cedar Bend, they're required to put a red curb by the driveway entrances that serve the development. It should help with that line of site, so the cars aren't right along those driveways. **Adam:** Does that go into effect on existing? **Jonathan:** Yes. **Jennie:** Do the residents need to request that? **Don:** Not on this one. If it's 80 units or more, they'd have to request that. **Carter:** If they turned it into a private drive, what's the minimum width in the ordinance for how wide that has to be? **Don:** Bare minimum is 24' for 2-way driveway. Fire can ask for more if it's a fire lane. **Carter:** They have that much land, but it won't take up all 40 feet probably. **Don:** In RV parks, the minimum access is 30'. **Carter:** Any idea how

wide they're planning on making the driveway? **Bob:** We'll do whatever is required. I think it will enhance the approach there. The RV park will accommodate that, but I can't see why they'd be parking on the road.

Adam closed the public hearing.

Carter: They already have a 6' fence on Cedar Bend, right? **Jonathan:** Yes. The PUD has to have a fence all the way around. I'm not sure if it's complete. **Bob:** It is. There's a block wall on the west side of Cedar Bend is in place. **Carter:** Going along with her concern with the residents that back up to this, now there's going to be a road where it was a private entrance.

Councilmember Isom motions for a POSITIVE recommendation for the General Land Use Designation to Highway & Regional Commercial Services at 3000 N. 100 E.; Jennie seconds; all in favor for unanimous vote.

3. PUBLIC HEARING

General Land Use Amendment 3000 N. 100 E.

Bauer/Platt &

Platt

Medium Density Residential
to Highway & Regional Commercial Services
(Recommendation)

This item was discussed with item #2.

Councilmember Isom motions for a POSITIVE recommendation for the General Land Use Amendment from Medium Density Residential to Highway & Regional Commercial Services at 3000 N. 100 E.; Jennie seconds; all in favor for unanimous vote.

4. PUBLIC HEARING

Zone Change: R-1 to Highway 3000 N. 100 E.

Bauer/Platt &

Platt

Service (HS)
(Recommendation)

This item was discussed with item #2.

Councilmember Isom motions for a POSITIVE recommendation for the Zone Change, from R-1 to Highway Service (HS) at 3000 N. 100 E.; Jennie seconds; all in favor for unanimous vote.

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE OF THE CEDAR CITY COUNCIL DESIGNATING CEDAR CITY'S
GENERAL LAND USE PLAN AS HIGHWAY & REGIONAL COMMERCIAL
SERVICES AND AMENDING THE CURRENT GENERAL LAND USE PLAN FROM
MEDIUM DENSITY RESIDENTIAL TO HIGHWAY & REGIONAL COMMERCIAL
SERVICES FOR PROPERTY LOCATED AT APPROXIMATELY
3000 NORTH 100 EAST**

WHEREAS, the owners of property located at 3000 North 100 East have petitioned Cedar City to designate the General Land Use Plan as Highway & Regional Commercial Services and amend the General Land Use Plan from Medium Density Residential to Highway & Regional Commercial Services, the property is more particularly described as follows:

BEGINNING AT THE NORTH 1/4 CORNER SECTION 26, T.35S., R.11W., SLB&M.
THENCE S.89°44'59"E. ALONG THE SECTION LINE 49.50 FEET, THENCE S.0°03'11"W.
1492.14 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 3000 NORTH STREET,
THENCE S.89°46'43"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.50 FEET,
THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N.0°03'11"E. 1492.55
FEET TO THE POINT OF BEGINNING.
CONATINS 1.70 ACRES OF LAND.

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

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is designated as Highway & Regional Commercial Services and amended from Medium Density Residential to Highway & Regional Commercial Services, as more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's General Land Use Plan.

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

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of February 2023.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S
ZONING DESIGNATION FROM R-1 RESIDENTIAL-1 (R-1) TO HIGHWAY
SERVICES (HS) FOR PROPERTY LOCATED AT APPROXIMATELY
3000 NORTH 100 EAST**

WHEREAS, the owners of property located at 3000 North 100 East have petitioned Cedar City to change the current zoning designation from R-1 to HS, the property is more particularly described as follows:

BEGINNING AT THE NORTH 1/4 CORNER SECTION 26, T.35S.,R.11W.,SLB&M.
THENCE S.89°44'59"E. ALONG THE SECTION LINE 49.50 FEET, THENCE S.0°03'11"W.
1492.14 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 3000 NORTH STREET,
THENCE S.89°46'43"W. ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 49.50 FEET,
THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE N.0°03'11"E. 1492.55
FEET TO THE POINT OF BEGINNING.
CONATINS 1.70 ACRES OF LAND.

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

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from R-1 to HS, for property located at 3000 North 100 East, and more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's zoning map.

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

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of February 2023.

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

CEDAR CITY COUNCIL
AGENDA ITEMS - 8
DECISION PAPER

TO: Mayor and City Council

FROM: City Manager

DATE: February 15, 2023

SUBJECT: Storm Drain and Fire impact fees

Last summer Cedar City made the decision to update the storm drain and fire impact fees. This process was delayed a little bit as we waited for the storm drain master plan. Storm drain impact fees were selected because the City conducting a new storm water master plan and could see there would be a large increase in both cost of facilities and the number of facilities needed to keep up with a growing community. Fire impact fees were selected because the City could see that new physical facilities and large equipment purchases were becoming necessary to keep up with growth.

Lewis Young Robertson and Burningham was the firm that did the work on our last overall impact fee update, and they were hired to update our storm drain and fire impact fees. They are recommending a 7% increase to Cedar City's storm water impact fee. If you would like to see a dollar comparison to the current maximum allowed impact fee, please see table 6.7 in the attached storm water impact fee amendments. They are recommending an increase to the fire impact between 55% and 62% based on land use category. On a single family home, the maximum impact fee allowed would increase from \$152.00 to \$404.00. If you would like to see a dollar comparison to the current maximum allowed fire impact fee, please see table A.4 in the attached fire impact fee material.

State law sets limitations on how much impact fees Cities may charge. When we hire a consultant, we ask them to calculate the maximum allowable impact fee, so that is the information our consultant has provided. Once we receive the maximum allowed impact fee information the City Council is charged with adopting the City's impact fees. Cedar City has adopted impact fees that are 15% below the maximum allowable impact fee. Please keep this in mind as you consider the proposed changes to storm drain and fire impact fees.

Attached to this narrative you will find the consultant's report for storm drain impact fees and fire impact fees. You will also find the current portion of the Cedar City fee schedule showing what Cedar City currently charges. Please consider increasing the storm drain and fire impact fees.

AMENDMENT TO THE 2020 STORM WATER IMPACT FEE FACILITIES PLAN (IFFP) AND IMPACT FEE ANALYSIS (IFA)

JANUARY 2023




LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

CERTIFICATION

IFFP AMENDMENT CERTIFICATION

Lewis Young Robertson & Burningham, Inc. and Cedar City jointly certify that the Impact Fee Facilities Plan ("IFFP") amendment prepared for storm water services:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. Complies in each and every relevant respect with the Impact Fees Act.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
CEDAR CITY

IFA AMENDMENT CERTIFICATION

Lewis Young Robertson & Burningham, Inc. certifies that this amendment to the Impact Fee Analysis ("IFA") prepared for storm water services:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.

Lewis Young Robertson & Burningham, Inc. makes this certification with the following caveats:

1. All of the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LYRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

AMENDED STORM WATER IMPACT FEE

SUMMARY

The Cedar City storm water impact fee, last updated October 2020, is being amended to account for changes to the estimate future facility costs as identified in the City's recently completed 2022 Storm Water Master Plan. This amendment updates the calculation of the impact fee to account for the following:

- ☞ Changes to the Future Capital Facilities Analysis in Section 6 of the 2020 IFFP/IFA.

EXPLANATION

The City recently completed and updated 2022 Storm Water Master Plan. This plan reevaluated future facility costs, prioritization, and timing. As a result, the IFFP and IFA will be amended to reflect these changes.

TABLE A.1: REVISED PROPOSED CAPITAL FACILITIES

PRIORITY	YEARS	PROJECT #	DESCRIPTION	COST
1	0-5	4	Increase Conveyance in Ditch leading to Tagg N Go car wash	\$1,930,100
2	0-5	32	Increase the Capacity of the Cross Hollow Detention Basin Inlet	\$1,033,800
3	0-5	2	Create Conveyance on the East Side of I-15 at the Crossing of University Blvd	\$1,407,400
4	0-5	28	Install a 36" HDPE Trunkline Along Cody Drive with Sidewalk and Curb and Gutter	\$1,530,800
5	0-5	18	Improve Conveyance on 400 W from 1925 N to 2400 N	\$4,144,500
6	0-5	25	Increase Conveyance Capacity on 1925 N	\$1,927,500
7	0-5	23	Increase Conveyance Capacity on Sunbow St	\$662,000
8	0-5	24	Increase Conveyance Capacity on Northfield Rd	\$821,000
9	0-5	10	Increase the conveyance on Sunrise Ave	\$767,300
10	0-5	11	Add Curb & Gutter on 275 N	\$76,000
11	0-5	6	Increase Conveyance Along 800 W from 400 S to 200 N	\$1,385,300
12	0-5	3	Increase Conveyance Along the West Side of I-15 South of University Blvd.	\$818,800
13	0-5	15	Increase Conveyance from N Airport Rd. to N Westview Dr.	\$810,000
14	0-5	1	Improve Conveyance Along 1275 W.	\$290,000
15	0-5	8	Increase Conveyance along 1100 W from 800 S to 425 S to 1275 W	\$1,245,000
16	0-5	17	Install a 36" Storm Drain Pipe Along Cottontail Drive	\$694,700
17	5-10	13	Increase the Capacity of the Mill Hollow Detention Pond	\$770,000
18	5-10	26	Install a 5AF Detention Basin	\$900,000
19	5-10	30	Increase the Size of the Cody Drive Greenbelt Detention Basin	\$495,400
20	5-10	29	Increase the Capacity along Cross Hollow Road	\$3,074,600
21	5-10	14	Install Detention off on Glen Canyon Dr.	\$962,300
22	5-10	27	Install an 8AF Detention Basin	\$824,000
23	5-10	19	Install a 30" Storm Drain Pipe Along Cobblecreek Drive	\$811,100
24	5-10	31	Conveyance Ditch Along the Hill that Flows into the Glen Canyon Development	\$270,000
25	5-10	21	Reduce Street Flows Along Wedgewood Lane and Wagon Trail Drive	\$754,500
26	5-10	40	Quichapa Drainage from 200 N to 6300 W	\$5,867,300
27	10-15	47	Improve Conveyance from 2400 N to 4800 N	\$3,435,000
28	10-15	48	Increase Conveyance from Coal Creek Rd. to N Westview Dr.	\$6,960,300
29	10-15	20	Install a 10 AF Detention Basin on the South Side of Fiddlers Canyon	\$864,600
30	10-15	7	Increase conveyance Along Harding Avenue	\$310,300
31	10-15	9	Increase Conveyance along 400 N from 1000 W to I-15	\$350,300
32	10-15	5	Increase Conveyance Along 1000 W to 1025 W to Thunderbird Way	\$485,500
33	10-15	35	Increase Conveyance on Eagle Ridge Dr	\$616,800
34	10-15	36	Increase Conveyance on S Cross Hollow Dr	\$721,000
35	10-15	37	Increase Conveyance from Panorama Dr to Westview Dr.	\$376,000
36	10-15	41	Increase Conveyance along Westview Dr.	\$1,049,300

PRIORITY	YEARS	PROJECT #	DESCRIPTION	COST
37	10-15	12	2 AF Detention Basin	\$341,300
38	15-20	22	Increase Conveyance from Minersville Hwy to Bulldog Rd.	\$2,384,500
39	15-20	16	Increase Conveyance from Coal Creek Rd. to N Westview Dr.	\$1,270,000
40	15-20	42	Increase Conveyance from 3100 W to 4700 W along Railroad	\$2,375,500
41	15-20	43	Increase Conveyance from 3100 W to 4700 W along 600 N	\$2,248,000
42	15-20	33	Increase Conveyance Parallel to Railroad	\$2,070,000
43	15-20	44	Increase Conveyance along 1200 N from 3100 W to the Railroad	\$5,044,500
44	15-20	45	Increase Conveyance along 2000 N from Bayer Rd to the Railroad	\$8,864,500
45	15-20	46	Increase Conveyance along 2800 N from 3100 W to the Railroad	\$8,668,800
46	15-20	39	Improve Conveyance from 2700 S to 6300 W	\$3,999,000
47	15-20	38	Improve Conveyance From Sage Dr. to Westview Dr.	\$1,120,000
48	15-20	34	Increase Conveyance in South Cedar City to Quichapa	\$1,500,000
TOTAL COST				\$90,152,600
Total IFFP Cost				\$34,273,400

REVISED IMPACT FEE SCHEDULE

STORM WATER IMPACT FEE CALCULATION

The storm water impact fee is amended based on the above information and will be assessed within the entire Service Area. This amendment does not include adjustments to the other assumptions of the 2020 Analysis. The table below illustrates the appropriate impact fee to maintain the existing LOS, based on the assumptions within this document. The fee below represents the maximum allowable impact fee assignable to new development.

TABLE A.2: ESTIMATE OF IMPACT FEE COST PER CFS

	TOTAL COST	% TO IFFP	GROWTH RELATED COSTS WITHIN IFFP HORIZON	FUTURE CFS	COST PER CFS
Existing Storm Drain System	\$15,649,130	8%	\$1,247,755	1,029	\$1,213
Existing Storm Drain Interest Expense	\$1,043,181	8%	\$83,176	1,029	\$81
Future Storm Drain Projects	\$90,152,600	38%	\$34,273,400	10,050	\$3,410
Professional Expenses	\$6,868	100%	\$6,868	1,029	\$7
Impact Fee Fund Balance	\$81,660	100%	\$81,660	1,029	(\$79)
Total per CFS	\$106,933,438		\$35,692,859		\$4,632

STORM WATER IMPACT FEE BY LAND USE

TABLE 6.7 shows the maximum allowable impact fee by land use type.

TABLE 6.7: RECOMMENDED STORM IMPACT FEE SCHEDULE

	RUNOFF (CFS)/UNIT	PROPOSED FEE PER UNIT/LAND USE	EXISTING IMPACT FEE	% CHANGE
Single Family Residential	0.06	\$294.00	\$275.00	7%
Multi-Family Residential	0.01	\$63.00	\$59.00	7%
Commercial	0.20	\$941.00	\$878.00	7%
Industrial	0.22	\$1,015.00	\$947.00	7%
Institutional	0.06	\$283.00	\$264.00	7%
Agricultural	0.10	\$447.00	\$417.00	7%

NON-STANDARD STORM WATER IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon storm water facilities.¹ This adjustment could result in a higher fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis. The formula for determining a non-standard impact fee is found below.

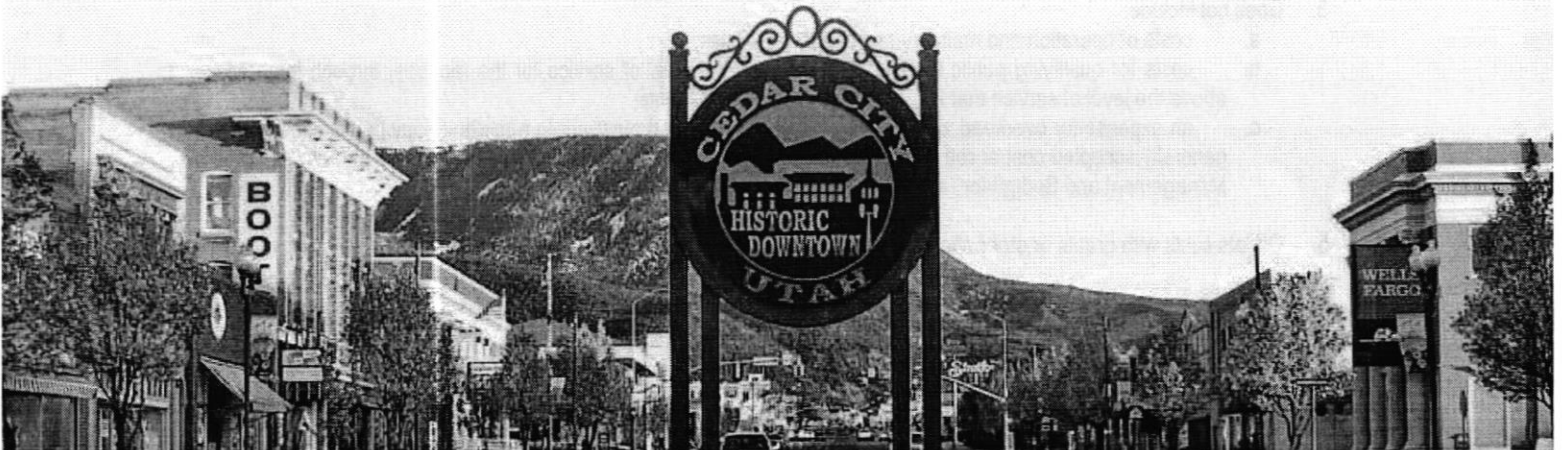
¹ UC 11-36a-402(1)(c)

FORMULA FOR NON-STANDARD STORM WATER IMPACT FEES:
Number of CFS x \$4,632 = Impact Fee

AMENDMENT TO THE 2020 FIRE IMPACT FEE FACILITIES PLAN (IFFP) AND IMPACT FEE ANALYSIS (IFA)

CEDAR CITY, UT

JANUARY 2023




LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

CERTIFICATION

IFFP AMENDMENT CERTIFICATION

Lewis Young Robertson & Burningham, Inc. and Cedar City jointly certify that the Impact Fee Facilities Plan ("IFFP") amendment prepared for fire services:

4. includes only the costs of public facilities that are:
 - d. allowed under the Impact Fees Act; and
 - e. actually incurred; or
 - f. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
5. Does not include:
 - d. costs of operation and maintenance of public facilities;
 - e. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - f. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
6. Complies in each and every relevant respect with the Impact Fees Act.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
CEDAR CITY

IFA AMENDMENT CERTIFICATION

Lewis Young Robertson & Burningham, Inc. certifies that this amendment to the Impact Fee Analysis ("IFA") prepared for fire services:

2. Includes only the costs of public facilities that are:
 - d. allowed under the Impact Fees Act; and
 - e. actually incurred; or
 - f. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
3. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
5. Offsets costs with grants or other alternate sources of payment; and
6. Complies in each and every relevant respect with the Impact Fees Act.

Lewis Young Robertson & Burningham, Inc. makes this certification with the following caveats:

4. All of the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
5. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
6. All information provided to LYRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

AMENDED STORM WATER IMPACT FEE

SUMMARY

The Cedar City fire impact fee, last updated October 2020, is being amended to account for changes to the estimate future facility costs. This amendment updates the calculation of the impact fee to account for the following:

- ☐ Changes to the Future Capital Facilities Analysis based on updated capital cost estimates.
- ☐ Removal of buy-in component due to facilities reaching capacity.
- ☐ Modify the impact fee methodology requiring new development to fund proportionate share of future capital facilities, with removal of buy-in component.

EXPLANATION

The City recently reviewed the capital cost assumptions included in the 2020 IFFP and IFA. This plan reevaluated future facility costs, prioritization, and timing based on current market conditions. As a result, the IFFP and IFA will be amended to reflect these changes.

TABLE A.1: REVISED PROPOSED CAPITAL FACILITIES

Facilities or Engines	Construction Year	Total Sq. Ft.	Land Acreage	Land Cost	% of Station to Fire	Total Fire Sq. Ft.	Construction Cost Total	Construction Year Cost	Total Cost to Fire (incl Land)
Station #4 (South Station)	2025	16,029	2.50	\$350,000	100%	16,029	\$6,886,478	\$7,746,351	\$8,096,351
Station #2 Relocation	2028	10,000	-	-	100%	10,000	\$4,296,262	\$5,436,141	\$5,436,141
Total Stations		26,029	2.50	\$350,000		26,029	\$11,182,739	\$13,182,492	\$13,532,492
New Type 3/1 Fire Truck	2023				100%		\$725,000	\$754,000	\$754,000
Replace Ladder 31	2025				100%		\$1,850,000	\$2,080,998	\$2,080,998
Replace Engine 41	2028				100%		\$950,000	\$1,202,053	\$1,202,053
Total Engine Cost							\$3,525,000	\$4,037,051	\$4,037,051

TABLE A.2: REVISED PROPOSED CAPITAL FACILITIES (CONT.)

Facilities or Engines	Construction Year Cost	Total Cost to Fire (incl Land)	% Attributable to Growth	Total Fire Sq. Ft. Attributed to Growth	Total Impact Fee Eligible Cost	Calls Served	Calls in IFFP	% to IFA
Station #4 (South Station)	\$7,746,351	\$8,096,351	100%	16,029	\$8,096,351			
Station #2 Relocation	\$5,436,141	\$5,436,141	62%*	6,224	\$3,383,454			
Total Stations	\$13,182,492	\$13,532,492		22,253	\$11,479,805	633	199	31%
New Type 3/1 Fire Truck	\$754,000	\$754,000	100%	-	\$754,000			
Replace Ladder 31	\$2,080,998	\$2,080,998	100%	-	\$2,080,998			
Replace Engine 41	\$1,202,053	\$1,202,053	100%	-	\$1,202,053			
Total Engine Cost	\$4,037,051	\$4,037,051			\$4,037,051	324	55	17%

*The percent to growth is calculated based on comparing the existing Station 2 sq. ft. to the proposed expansion. Station 2 is 3,776 sq. ft. The City plans to add an additional 6,224 sq. ft. to meet the LOS needs for new development. This represents 62% of the total facility sq. ft.

Based on the existing LOS for building sq. ft. and apparatus, which remains unchanged at 35.13 sq. ft. per call (See 2020 IFFP and IFA Table 8.4) and a value of \$12,468 in apparatus per call, the proposed facilities are proportionately allocated to new development and the new demand in the IFFP window.

REVISED IMPACT FEE SCHEDULE

The revised fire impact fees proposed in this amendment will be assessed within the entire service area. It is anticipated that facility expansion will be needed to maintain the existing LOS and respond to calls for service from new development activity. The Cedar City Fire Department provides service to Unincorporated Iron County, Enoch, Kanarraville, and mutual aid agreements. The cost per call has been adjusted to account for the calls to these other entities, and is based on the proposed new facilities, which is the basis for the maximum impact fees per land use category.

REVISED FIRE IMPACT FEE CALCULATIONS

TABLE A.3: ESTIMATE OF IMPACT FEE COST PER CALL

	ESTIMATED COST	IF ELIGIBLE	COST TO GROWTH	COST TO CEDAR CITY	TOTAL CALLS SERVED	% OF FACILITIES TO SERVE IFFP	\$ OF FACILITIES TO SERVE IFFP	DEMAND SERVED	COST PER CALL
Facilities									
Future Facilities	\$13,532,492	85%	\$11,479,805	\$8,294,029	633	31.39%	\$2,603,375	199	\$13,058
Professional Expense	\$6,525	100%	\$6,525	\$6,525	199	100.00%	\$6,525	199	\$33
Base Impact Fee	\$13,539,017		\$11,486,330	\$8,300,554			\$2,609,900		\$13,091
Apparatus (Non-Residential Only)									
Future Apparatus	\$4,037,051	100%	\$4,037,051	\$2,916,724	324	16.87%	\$492,193	55	\$8,949
Apparatus Impact Fee	\$4,037,051		\$4,037,051	\$2,916,724			\$492,193		\$8,949
Total Residential Impact Fee									\$13,091
Total Non-Residential Impact Fee									\$22,040

Professional expense includes the cost to update the IFFP and IFA. This cost is spread over the calls for service anticipated within the next ten years.

REVISED FIRE IMPACT FEE BY LAND USE TYPE

The cost per call is then multiplied by the actual demand unit of measurement or calls per unit for each development type as shown in TABLE A.4. The total cost per call includes the cost per call for facilities and professional expense.

TABLE A.4: RECOMMENDED FIRE IMPACT FEE SCHEDULE

	COST PER CALL	CALLS PER UNIT	PROPOSED IMPACT FEE PER UNIT	EXISTING IMPACT FEE	% CHANGE
Single Family Dwelling Unit	\$13,091	0.031	\$404.00	\$152.00	62%
Multi-Family Dwelling Unit	\$13,091	0.014	\$185.00	\$70.00	62%
Commercial (per 1,000 SF)	\$22,040	0.009	\$199.00	\$90.00	55%
Industrial (per 1,000 SF)	\$22,040	0.022	\$482.00	\$217.00	55%
Institutional (per 1,000 SF)	\$22,040	0.016	\$362.00	\$163.00	55%

NON-STANDARD FIRE IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon fire facilities.² This adjustment could result in a different impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. The City may also decrease the impact fee if the developer can provide documentation, evidence, or other credible analysis that the proposed impact will be lower than what is proposed in this analysis. The formula for determining a non-standard impact fee is found below.

FORMULA FOR NON-STANDARD FIRE IMPACT FEES:

Residential: Estimate of Annual Call Volume per Unit x \$13,091 = Impact Fee per Unit

Non-Residential: Estimate of Annual Call Volume per Unit x \$22,040 = Impact Fee per Unit

² UC 11-36a-402(1)(c)

Current impact fees as per the Cedar City Fee schedule.

IMPACT FEES

Drainage	Single Family Dwelling Unit (per dwelling unit)	\$275.00
	Multi Family Dwelling Unit (per dwelling unit)	\$59.00
	Commercial (per 1K Sf)	\$196.00
	Industrial (per 1K Sf)	\$171.00
	Agricultural (per Acre)	\$417.00
	Institutional (per 1,000 sf in structure)	\$199.00
Fire/EMS	Single Family Dwelling Unit (per dwelling unit)	\$152.00
	Multi Family Dwelling Unit (per dwelling unit)	\$70.00
	Commercial (per 1K Sf)	\$90.00
	Industrial (per 1K Sf)	\$217.00
	Agricultural (per Acre)	n/a
	Institutional (per 1,000 sf in structure)	\$163.00
Parks & Recreation	Single Family Dwelling Unit (per dwelling unit)	\$1,350.00
	Multi Family Dwelling Unit (per dwelling unit)	\$1,290.00
	Commercial (per 1K Sf)	n/a
	Industrial (per 1K Sf)	n/a
	Agricultural (per Acre)	n/a
	Institutional (per 1,000 sf in structure)	n/a
Police	Single Family Dwelling Unit (per dwelling unit)	\$89.00
	Multi Family Dwelling Unit (per dwelling unit)	\$71.00
	Commercial (per 1K Sf)	\$107.00
	Industrial (per 1K Sf)	\$56.00
	Agricultural (per Acre)	n/a
	Institutional (per 1,000 sf in structure)	\$33.00
Sewer	1" meter	\$1,935.00
	1 1/2" meter	\$4,837.50
	2" meter	\$7,740.00
	3" meter	\$11,281.05
	4" meter	\$16,776.45
	6" meter	\$28,386.45
Transportation	Single Family Dwelling Unit (per dwelling unit)	\$636.00
	Multi Family Dwelling Unit (per dwelling unit)	\$453.00
	Commercial (per 1K Sf)	\$2,516.00
	Industrial (per 1K Sf)	\$324.00
	Agricultural (per Acre)	n/a
	Institutional (per 1,000 sf in structure)	\$971.00
Water	1" meter	\$3,892.00
	1 1/2" meter	\$9,730.00
	2" meter	\$15,568.00
	3" meter	\$22,690.36
	4" meter	\$33,743.64
	6" meter	\$57,095.64

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE AMENDING AN: IMPACT FEE FACILITY PLAN; AN IMPACT FEE ANALYSIS; PROPORTIONATE SHARE ANALYSIS; ASSOCIATED DOCUMENTS; AND IMPOSING IMPACT FEES FOR STORM WATER AND FIRE; PROVIDING FOR THE CALCULATION AND COLLECTION OF SUCH FEES; ACCOUNTING AND SEVERABILITY OF THE SAME, AND OTHER RELATED MATTERS.

WHEREAS, Cedar City (the "City") is a political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has previously enacted impact fees for Culinary Water, Wastewater, Storm Water, Transportation, Fire, Police, and Parks and Recreation; and

WHEREAS, the City has legal authority, pursuant to Title 11 Chapter 36a Utah Code Annotated (UCA) ("Act"), to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to growth activity related to qualified public facilities as defined in the Act; and

WHEREAS, the City desires to assess Storm Water and Fire impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, the City and impact fee consultants engaged by the City have reviewed and evaluated the City-Wide Service Area (the "Service Area") and have determined that it is fair and equitable to designate the City Service Area shown in Exhibit A: Map of the City Service Area, which is contiguous with the City's municipal boundaries as the appropriate service area for purposes of the Impact Fees imposed; and

WHEREAS, the City Council has directed Lewis Young Robertson & Burningham, Inc. to prepare updated written Impact Fee Facilities Plan and Impact Fee Analysis which are conducted consistent with and in compliance with the Impact Fees Act (specifically 11-36a-301-305). Copies of said written Impact Fees Analysis are included in Exhibit B: Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA); and

WHEREAS, Consultant and members of City Staff have worked together to collect and evaluate information relevant to the preparation of the IFFP and IFA; and

WHEREAS, Cedar City, Utah, does hereby determine that it is in the best interest of the health safety and welfare of the citizens of Cedar City to amend the Storm Drain and Fire impact fees in order to reflect the impact fee amounts set forth in the revised impact fee analysis.

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

SECTION ONE. Repealer.

Any provision of the Cedar City Code found to be in conflict with this Ordinance is hereby repealed.

SECTION TWO. Amended Storm Drain and Fire Impact Fees

THE ADOPTED IMPACT FEE AMOUNT WILL NOT BE KNOWN UNTIL THE CITY COUNCIL FORMALLY VOTES ON THE MATTER ON FEBRUARY 22, 2023, AT THE CITY COUNCIL MEETING. TO REVIEW THE EXISTING AND PROPOSED IMPACT FEE AMOUNTS REFER TO PAGE 4 OF THE IMPACT FEE FACILITY PLAN.

Storm Water Impact Fee by Land Use Type:

	Runoff (CFS)/Unit	Proposed Fee Per Unit/Land Use	Existing Impact Fee	% Change
Single Family Residential	0.06		\$275.00	
Multi-Family Residential	0.01		\$59.00	
Commercial	0.20		\$878.00	
Industrial	0.22		\$947.00	
Institutional	0.06		\$264.00	
Agricultural	0.10		\$417.00	

Fire Impact Fee by Land Use Type:

	Cost Per Call	Calls Per Unit	Proposed Impact Fee Per Unit	Existing Impact Fee	% Change
Single Family Dwelling Unit	\$13,091	0.031		\$152.00	
Multi-Family Dwelling Unit	\$13,091	0.014		\$70.00	
Commercial (per 1,000 SF)	\$22,040	0.009		\$90.00	
Industrial (per 1,000 SF)	\$22,040	0.022		\$217.00	
Institutional (per 1,000 SF)	\$22,040	0.016		\$163.00	

SECTION THREE. Severability.

If any section, subsection, paragraph, clause or phrase of this ordinance shall be declared invalid for any reason, such decision shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect, and for this purpose, the provisions of this Ordinance are declared to be severable.

SECTION FOUR. Effective Date.

This Ordinance shall become effective _____ days after publication.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of February 2023.

Garth O. Green
Mayor

[Seal]
Attest

Renon Savage
Recorder

Exhibit A

- Map of the City Service Area -

Exhibit B

- Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA) -

CEDAR CITY COUNCIL
AGENDA ITEM 9

DECISION PAPER

TO: Mayor and City Council

FROM: Darin Adams

DATE: 10 February 2023

SUBJECT: In-Car/Body-Camera/Interview Room/Digital Evidence

PROBLEM: Body-cameras and in-car video systems are critically integral to safe and efficient law enforcement operations, and criminal prosecution. For more than a decade, we have used in-car video systems. In 2019, we implemented body-cameras. This was early on in the evolution of body cameras. The first vendor, L3 Communications, provided body cameras, which did not last and failed with many internal issues. Much research and study was done, soon after. We found a popular alternative solution in WatchGuard. We began replacing our body cameras. Additionally, as new vehicles were added, we installed WatchGuard in-car video systems to replace L3. The new body cameras were implemented in March 2020.

Early, in 2022 we began having issues with the body cameras. Components began to fail, and cameras would stop working. Efforts to obtain replacement hardware were frustrating, difficult, and in some cases, impossible. Customer service was extremely poor and countless hours were wasted with efforts to remedy this problem. Moreover, WatchGuard in-car video systems failed to download, necessitating hours of wasted time by police and IT personnel.

We met with WatchGuard, who acknowledged the acquisition of the company by Motorola, and the accompanying failures and absolute lack of customer service. We tried to give them another chance, but to no avail. These issues have compromised our ability to effectively capture and store video evidence.

Over the last 6 months, our interview room camera system hardware has failed, not allowing us to store video, requiring us to download videos onto discs for storage.

RECOMMENDATION:

During the time we were working with WatchGuard to seek solutions, we began looking at other companies. We have spent hours and hours researching, testing, and evaluating other vendors. Our current and critical needs are body cameras, in-car video systems, interview room video systems, and digital evidence storage.

We opened a competitive bid process and three vendors responded. The three vendors were Axon, LensLock, and Digital Ally. The bid had very narrow specifications and requirements to fit our needs. As you can see below, the three vendors responded and LensLock is the low bidder. Because, the failure of our system occurred during the fiscal year, and the need to have this critical hardware and software is paramount, I am recommending LensLock and asking the council to consider a budget revision to cover the costs of the new system(s). I am negotiating with WatchGuard about a partial buy-out to mitigate the amount of money spent on the new system(s).

	Axon	LensLock	Digital Ally
Totals by year			
Year 1	\$ 168,115.00	\$ 129,323.00	\$ 143,372.00
Year 2	\$ 168,115.00	\$ 109,823.00	\$ 117,549.00
Year 3	\$ 168,115.00	\$ 109,823.00	\$ 117,549.00
Year 4	\$ 168,115.00	\$ 109,823.00	\$ 117,549.00
Year 5	\$ 168,115.00	\$ 109,823.00	\$ 117,549.00
Total	\$ 840,575.00	\$ 568,615.00	\$ 613,568.00

CEDAR CITY COUNCIL

AGENDA ITEM – 10

TO: Mayor and City Council
 FROM: Nick Holt, Airport Manager
 DATE: Feb 15, 2023
 SUBJECT: TSA Terminal Rent

DISCUSSION:

TSA has been a long-time tenant at the Cedar City Regional Airport. Our current rental agreement for the TSA Office Space located inside the terminal has expired. The Airport has looked at the market and has negotiated an increase and wishes to enter into a new agreement with the new negotiated rate of \$39RSF \$27,417 per year. This amount converts to \$3.25 per sq ft per month and will increase the monthly rent from \$667.85 to \$2284.75 on a 5 year contract. TSA has agreed to this rate. I ask that City Council approve this lease at this rate with the understanding that we will adjust the City Fee Schedule to match the new rate.

	<i>Existing Fee Per sq ft per month</i>	<i>New Fee – First Year</i>
<i>Cedar City, Ut</i>	\$.95	3.25 per SF or \$39 RSF
<i>Moab, Ut</i>	\$3.25 per sq ft	
<i>Provo, Ut</i>	\$2.08 Per sq ft	
<i>St George, Ut</i>	\$1.50 per sq ft	up for renewal soon
<i>Ogden, Ut</i>	Lease Terminated	
<i>Vernal, Ut</i>	Data not provided	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-08P-LUT00275
ADDRESS OF PREMISES Cedar City Regional Airport 2560 Aviation Way Street Cedar City, UT 84721-8387	PDN Number:

THIS AMENDMENT is made and entered into between

Cedar City Corporation
whose address is: 10 N. Main Street
Cedar City, UT 84720-2635

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease, to add the rental rates for the 5-year renewal option and to add FAR Clause 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)".

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

- 1) Paragraph 1.05, Renewal Rights (Oct 2016) of the Lease is deleted and replaced as follows:

"1.05 RENEWAL RIGHTS (Oct 2016)

This Lease may be renewed at the option of the Government for one (1) term of **five (5) years** at the following rental rate(s):

Effective Dates	Square Feet	Shell Rent (Annual)	Total Annual Rent	Approximate Total Monthly Rent
02/01/2023-01/31/2028	703	\$27,417.00	\$27,417.00	\$2,284.75

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

All other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term. Termination rights outlined "Termination Rights" paragraph apply to all renewal terms."

2) The following, FAR clause 52.204-25 (August 2020), is hereby added to the Lease, which states the following:

"52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

INITIALS: _____ & _____
LESSOR GOV'T

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered

INITIALS: _____ & _____
LESSOR GOVT

telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.”

INITIALS: _____ & _____
LESSOR GOVT

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 11
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 15, 2023

Subject: **Consider bids for the Materials Testing Blanket Contract.**

Discussion: This bid is for contracting various geotechnical services, including the following: geotechnical reports, test pits/borings, soil proctors, density compaction tests, soil gradations, concrete compressive strength, concrete slump and air, asphalt testing, etc.

Local geotechnical engineers were notified of this blanket contract via email, advertisement in the Spectrum newspaper, and on the City's website. The bid documents were requested by 2 geotechnical engineering providers and 1 plan room. Cedar City received one (1) bid for the blanket contract. The following table shows a summary of the bid that was received compared to the 2018 contract.

**Bid Summary
Materials Testing Blanket Contract 2023**

2023	
GEM Engineering, Inc.	\$ 34,655
2018	
GEM Engineering, Inc.	\$ 25,164

Materials testing services are provided on an "as needed" basis for City capital projects. The total bid amount provides a method to compare bids, but it does not commit the City to paying the full amount of the bid. Cedar City will only pay for tests and reports that are actually completed by the geotechnical engineering firm.

Since only one (1) bid was received, a comparison of the bid prices from 2018 is provided with this information sheet. Please refer to the attached comparison spreadsheet.

Funding for geotechnical services is provided by the applicable capital project under which the testing falls. Typically, materials testing is estimated to be between 0.5% - 1% of the cost of a construction project.

Going forward, it is anticipated that this blanket contract will be bid out more frequently, likely every two years.

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

Please consider whether to approve the bid for the Materials Testing Blanket Contract.

Comparison between 2023 Bid and 2018 Blanket Contract

Project: Materials Testing 2023 Blanket Contract

ITEM	DESCRIPTION	UNIT	QTY	GEM Engineering 2023 Bid		Gem Engineering 2018 Contract	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT
1A	Geotechnical Report for Initial Test Pit or Boring	Each	3	\$ 580.00	\$ 1,740.00	\$ 500.00	\$ 1,500.00
1B	Geotechnical Report Added Cost For Additional Test Pits and/or Borings	Each Added Test Pit and/or Boring	10	\$ 190.00	\$ 1,900.00	\$ 100.00	\$ 1,000.00
1C	Excavate Test Pit	Each	10	\$ 75.00	\$ 750.00	N/A	N/A
STANDARD MATERIAL TESTING							
2	Soils Proctors	Each	10	\$ 110.00	\$ 1,100.00	\$ 60.00	\$ 600.00
3	Moisture Density Test	Each	300	\$ 13.00	\$ 3,900.00	\$ 7.00	\$ 2,100.00
4	Gradation Tests	Each	10	\$ 55.00	\$ 550.00	\$ 50.00	\$ 500.00
5	Concrete Compressive Strength Tests (4 cylinders per set)	Set	50	\$ 80.00	\$ 4,000.00	\$ 70.00	\$ 3,500.00
6	Concrete Air Entrainment Tests	Each	50	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00
7	Concrete Slump Tests	Each	50	\$ 10.00	\$ 500.00	\$ 5.00	\$ 250.00
8	Asphalt Extraction/Gradation Test	Each	20	\$ 100.00	\$ 2,000.00	\$ 90.00	\$ 1,800.00
9	Asphalt Density Tests	Each	150	\$ 10.00	\$ 1,500.00	\$ 7.00	\$ 1,050.00
10	Asphalt Thickness Tests	Each	100	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00
11	Asphalt Marshall Mix Design	Each	2	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00
12	Testing Technician Standby Time	Hour	100	\$ 45.00	\$ 4,500.00	\$ 25.00	\$ 2,500.00
13	Engineer Observation/Consultation & Report	Hour	100	\$ 75.00	\$ 7,500.00	\$ 70.00	\$ 7,000.00
BUILDING SPECIAL INSPECTIONS							
14	Continuous On-site Inspections Of Groove and Fillet Welds	Hour	5	\$ 70.00	\$ 350.00	\$ 65.00	\$ 325.00
15	Periodic On-site Inspections Fillet and Deck Welds, Reinforcing Steel Weldability, Seismic Bracing, Etc.	Hour	3	\$ 70.00	\$ 210.00	\$ 65.00	\$ 195.00
16	Masonry Prism Verification Testing (3 prisms per set)	Sets	3	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00
17	Grout Cylinder Verification Testing (3 cylinders per set)	Sets	3	\$ 75.00	\$ 225.00	\$ 70.00	\$ 210.00
18	Continuous On-site Inspections of the Preparation of Grout and Mortar Specimens and Prisms	Hour	5	\$ 90.00	\$ 450.00	\$ 62.00	\$ 310.00
19	Stand-By Time	Hour	2	\$ 70.00	\$ 140.00	\$ 62.00	\$ 124.00
20	Final Certification Report	L.S.	1	\$ 115.00	\$ 115.00	\$ 100.00	\$ 100.00
Total 2023 =				\$ 34,655.00	Total 2018 =	\$ 25,164.00	

**CEDAR CITY
CITY COUNCIL AGENDA ITEM
STAFF INFORMATION SHEET 12**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 15, 2023

Subject: **Consider bids for the Cody Drive Drainage Improvements project.**

Discussion: This project involves installing storm drain infrastructure improvements on Cody Drive to collect and convey storm water from approximately 2700 West to Cross Hollow Road. Major bid items include: 2 roadway trench drains, 48-inch storm drain pipe, storm drain manholes, shoulder riprap armoring, and cross gutter installation at Glen Canyon Drive and Cody Drive intersection.

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 11 contractors, 4 material suppliers, and 3 plan rooms. Cedar City received three (3) bids for the project. The following table shows a summary of the bids that were received.

**Bid Summary
Cody Drive Drainage Improvements Project**

Name of Contractor	Bid Amount
Perco Rock Co.	\$ 587,609.00
Sunroc Corp.	\$ 612,147.00
Precision Excavating LLC	\$ 681,000.50

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
Flood Control Projects
(Account #10-79-738)**

	<u>Funding</u>	<u>Expenses</u>	<u>Balance</u>
<u>Funding</u> –			
Flood Control Projects	\$4,114,341		
<u>Expenses</u> –			
Construction Contract for Center Street Boring		(\$426,482)	
Pipe Materials for Center Street Boring		(\$196,800)	
Cross Hollow Box Culvert Materials		(\$464,447)	
Storm Drain Pipe Materials (Center St. to Harding confluence)		(\$136,150)	
Engineering for Emergency Projects		(\$125,900)	
Engineering for I-15 Drainage Improvements		(\$175,100)	
Preliminary Engineering Phase for Cody Drive		(\$25,000)	
Construction Contract for Center Street Inlet & Outlet		(\$345,400)	
Construction Contract for Stadium Way Drainage Improvements		(\$240,792)	
Construction Contract for Cody Drive Drainage Improvements		(\$587,609)	
Materials Testing/Misc.		(\$10,000)	
Totals –	\$4,114,341	(\$2,733,680)	\$1,380,661

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

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 15, 2023

Subject: **Consider bids for the I-15 Drainage Improvements Phase 1 project.**

Discussion: This project involves the installation of 60-inch diameter storm drain pipe from Center Street going north towards the Tagg-N-Go car wash at 200 North. Phase 1 will begin at Center Street and end about halfway to 200 North.

The bids have not been received yet for this project. The bids will be presented at the Action meeting.

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

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: February 15, 2023

Subject: **Consider bids for the I-15 Drainage Improvements Phase 2 project.**

Discussion: This project involves the installation of 60-inch diameter storm drain pipe from Center Street going north towards the Tagg-N-Go car wash at 200 North. Phase 2 will begin about halfway to 200 North and end at the Tagg-N-Go car wash where the drainage daylights into the channel on the south side of 200 North.

The bids have not been received yet for this project. The bids will be presented at the Action meeting.

SAVE THE DRIVING RANGE



DIXIE National Forest

The Dixie National Forest has 2,000,000 acres of land under their control. Think of that, 2 MILLION acres. Yet when they built their new office on Cedar Main Street, they ignored Cedar City and its need for streets. The City created our transportation master plan over 10 years ago, and clearly claimed 100 East for a city street. The Forest Service, led by Kevin Wright, Forest Supervisor, knew about this and built their building and parking with no respect for 100 East. They are the Federal Government and think they can ignore Cedar City's long-established rules that all developers must provide the roads, curb, sidewalks, water, sewer, drainage, power, and gas as a condition for developing land. Furthermore they ignored our long-established Master Plan.

No developer gets away with that, even though they might wish to at times. The City has been very kind to the Forest Service, even letting them hook up to the sewer and water for their new building. Now they assume this is a city problem. They are offering no realistic solutions. They could have purchased a piece of land from the BLM but didn't. They could have purchased the "sheep shed" to the south but did not. Cedar has land north of their site that they could purchase to move their parking lot, and then provide Cedar with the legally-required road and other mandatory improvements, yet they prefer we go beg in Washington and start a long slow process through the Federal Government.

PROPOSED ROADS



OPTION **A** **B** **C**

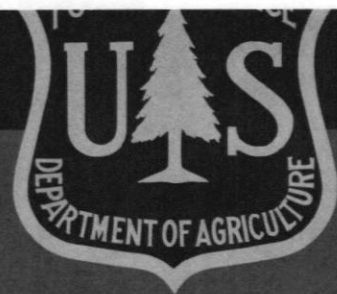
Another option would be for the city to try to purchase the BLM property, but unless the Forest Service pays for it they should not have any access to 100 East. The city could use a route through the BLM. The other option is to go right through the Cedar Ridge Golf Course DRIVING RANGE. We need our roads to service our community and must find a way through. The last thing I want is to ruin our driving range. The Federal Government must be accountable for this huge error on their part and immediately make the city whole.

Please call, text, email, or Facebook post Kevin Wright and demand the Federal Government be a good citizen of Cedar City.

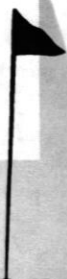
CONTACT: CALL OR TEXT KEVIN WRIGHT

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DIXIE National Forest



SAVE THE DRIVING RANGE



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