

# Cedar City

10 North Main Street • Cedar City, UT 84720  
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www.cedarcity.org

**Mayor**  
Garth O. Green

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

**City Manager**  
Paul Bittmenn

**CITY COUNCIL MEETING**  
**FEBRUARY 14, 2024**  
**5:30 P.M.**

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

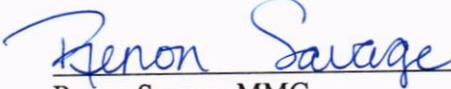
- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
  - Staff Comment
    - New City Flag Presentation Ceremony
- IV. Business Agenda
  - Public Comments
- V. Public Consent Agenda
  1. Approval of minutes dated January 17, 19, & 24, 2024
  2. Ratify bills dated February 1 & 8, 2024
  3. Approve the appointment of Kathy Long to the CATS Board. Mayor Green
  4. Approve local consent for Cindelmar LLC dba Dulces Retonos. Jorge Carranza/Chief Darin Adams
  5. Approve a single event alcohol permit for Southern Utah Museum of Art fundraising dinner & live art auction on May 11, 2024. Jessica Kinsey/Chief Darin Adams Approve
  6. Approve a single event alcohol permit for the Cedar City Chamber of Commerce 74<sup>th</sup> Award Gala on March 7, 2024. Rene Cole/Chief Darin Adams
  7. Accept the petition to annex 10.66 acres of property in the vicinity of 1711 West 3000 North. Platt & Platt/Randall McUne
  8. Approve a vicinity plan for Phases 1 & 2 of The Prairie at Bauer Meadows PUD located at approximately 1950 S. Westview Drive. Go Civil/Don Boudreau
  9. Approve the request to move access driveway and to amend/terminate lease agreement with Dan Roberts for the Coldwell Banker Advantage property located at 26 N Main. Go Civil/Randall McUne
  10. Approve a land trade with State Institutional Trust Lands Administration (SITLA) for property in the vicinity of Main Street & Nichols Canyon Road. Paul Bittmenn

Action – need a motion from a council member to either approve or deny each of the following items:

11. Consider an amendment to City Ordinance 35-6 to prohibit long vehicle parking in the vicinity of 686 E. Canyon Ranch Drive. Travis Rigby/Jonathan Stathis
12. Consider an ordinance amending the final plat of the Wildflower Subdivision pertaining to Lots 28 and 29 located at approximately 653 S 2475 W. Watson Engineering/Randall McUne

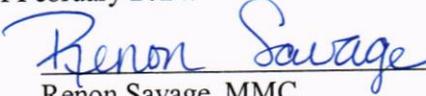
13. Consider ordinances amending the general plan use from Natural Open Space to Central Commercial and for a zone change from Annex Transition (AT) to Central Commercial (CC) for a property located at or near 1581 Providence Center Drive. Platt & Platt/Randall McUne
14. Consider the final plat of Ekko View Subdivision Phase 1 in the vicinity of 1820 N. Lund Highway. Go Civil/Randall McUne
15. Consider an ordinance amending the final plat of the Fiddlers Canyon Subdivision Unit 5 pertaining to Lots 1 and 2 at approximately 732 East Fiddlers Canyon Road. Go Civil/Randall McUne
16. Consider a Building Permit Agreement for Chelsey Partners LLC, deferring public improvements for property located at approximately 3100 West (Lund Highway) and 2800 North. Go Civil/Randall McUne
17. Consider an ordinance vacating a public right of way at approximately 140 North 300 East. Tom Jett/Randall McUne
18. Consider the disposal of two parcels of City property located at approximately 140 North 300 East. Tom Jett/Randall McUne
19. Public Hearing to consider approving a resolution providing for the creation of the Iron Horse Public Infrastructure District as an Independent Body Corporate and Politic; Authorizing and Approving a Governing Document and an Interlocal Agreement; and Related Matters. Leavitt Land/Randall McUne
20. Consider an ordinance changing the allocation of RAP tax distributions. Paul Bittmenn
21. Consider a settlement agreement with Access Foundation. Randall McUne
22. Consider approval of final closing documents for the purchase of 520-acre feet of water. Paul Bittmenn
23. Closed Session – reasonably imminent litigation

Dated this 12<sup>th</sup> day of February 2024.

  
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 Renon Savage, MMC  
 City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 12<sup>th</sup> day of February 2024.

  
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 Renon Savage, MMC  
 City Recorder

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

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

**COUNCIL MINUTES**  
**JANUARY 17, 2024**

The City Council held a meeting on Wednesday, December 13, 2024, at 5:30 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**MEMBERS PRESENT:** Mayor Garth O. Green; Councilmembers: Robert Cox; W. Tyler Melling; R. Scott Phillips; Ronald Riddle; Carter Wilkey.

**STAFF PRESENT:** City Manager Paul Bittmenn; City Attorney Randall McUne; City Recorder Renon Savage; Finance Director Jason Norris; City Engineer Jonathan Stathis; Police Chief Darin Adams; Public Works Director Ryan Marshall; Economic Development Director David Johnson; Water Superintendent Robbie Mitchell; Airport Manager Tyler Galetka; HR Specialist Natasha Hirschi.

**OTHERS PRESENT:** Laura Henderson, Ann Clark, Tom Jett, Donn Jersey, John Diantonio, Michael Bahr, Serenna Wu, I. Kaio Bloomfield Togia, Heidi Hailstone, B Brooks, Sunny Alger, Gabriel Torgerson, Sam Bauer, Deb Bauer, Alysha Lundgren, John Fenn, Mike Platt, Wendy green, Dallas Buckner, Sam Elder, Connie Gonzalez.

**CALL TO ORDER:** Councilman Tyler Melling gave the invocation; the pledge was led by Renon Savage.

**AGENDA ORDER APPROVAL:** Councilmember Phillips moved to approve the agenda order; second by Councilmember Melling; vote unanimous.

**ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF**

**COMMENTS:** ■ **Mayor** – We had an opportunity to have a Youth Council tour at the Legislature today. Tomorrow morning, we have a tour at the Wastewater Treatment Plant in St. George. Councilmember Melling and I will attend if there is another council member that would like to go. We will leave at 9:45 a.m. ■ **Phillips** – there are a number of Youth City Council members here, 5 of them went and spent the day on Capitol Hill, we had a private tour, got on the House floor, which is rare, it is interesting. We had a nice luncheon and attended mock committee meetings and participated in legislative Bingo. We had dinner with Senator Vickers, and Representatives Ship and Albrecht last night. ■ **Wilkey** – we have had people request, when we do You Tube, when something is on the screen to show that. ■ **Randall** – I do that when it is legible. ■ **Wilkey** - Also, I had the opportunity to go with the Youth Council also, the mayor kept us calm and safe even when a windshield wiper flew off. ■ **SUU Capstone Project. Jonathan Stathis** - SUU Civil Engineering Department did approach the Engineering Department to assist them with the Capstone project. That is when the upper classmen do a project outside the classroom that relates to the real world. The project they want to get more in depth with the storm drain project, looking specifically at projects that the city could look at doing in the future. They will be doing some hydrology studies, some analysis and design and cost estimates and then they will be able to provide that information to the city. As part of the project, they will enter a competition with the Department of Energy, it has prize money associated with it, and the city could possibly end up with some of that money. We won't commit any funds to that until we know if they are a finalist. ■ **Phillips** - is it this semester? ■ **Jonathan** - yes, I will be the point of contact. They will be working with our existing master plan. It is good for the City, and the Civil Engineering Department is fairly new and it would be great to have a pool of engineering students to draw

from. It is great for the University and the city. There is a letter they want me to sign that we will be willing to help with the project.

**PUBLIC COMMENTS:** ■ Utah Shakespeare Festival. John DiAntonio/Michael Bahr/Donn Jersey – **Michael Bahr** – thank you, we are thrilled with the last season, Mayor, we saw you at multiple plays. He was always there with friends; we are grateful for what happened this last season. We want you to know what we are doing this upcoming season, we hired a new Artistic Director, he has been here 2.5 months. **John DiAntonio** –it is an honor to be here, I am standing in big shoes. Moved here with my family, we have 3 kids under the age of 6. We bought a home in the Cedar Hills neighborhood. We have been in a small town, Creed, Co, rural, Walmart is an hour away, in the summer it is a tourist destination. 58 years ago, the economy was hurting, and they turned the old movie house into a theatre, and it is thriving. The ability to sit with family and hear a story. It takes a village; I hope you all go to all the shows this summer. The shows this summer are *Much to do About Nothing*, the invention of the romantic comedy, Shakespeare invented it; *The Taming of the Shrew*, the great battle of the sexes, a hilarious sidesplitting show; a great romance tragedy called *The Winters Tail*, it is my favorite Shakespeare show, a beautiful moment in history theater; *Henry the VIII*, it has been 25 years since we produced that show. The non-Shakespeare realm, *The Mountain Top*, the story of Martin Luther King, it's his final day at the Lorraine Motel and he gets a visit from a mysterious person, it is a beautiful show. *Silent Sky* by Lauren Gunderson, the early 1900's, Harvard University maps the unsung heroes, these women who were the original mappers of the skies, of the stars. This show celebrates them and their work. *The 39 Steps*, based on the Alfred Hitchcock movie, it was last produced in 2010 or 2012, it is a hilarious show. I look forward to continuing the conversation. **Donn Jersey** – I want to remind you, bring your friends and spread the word about the Iron County discount, it is half price, please come join us and spread the word. Our attendance from Cedar City was up last year for the first in a long time. the directors for this line up this year are festival favorites, Bard.org and see the wonderful names, they will produce great shows. I handed you all a Believe pin, believe in theatre and the power it has in community and celebrate one of the best regional theatres on planet earth. **Michael**- we just returned from the Shakespeare Theatre Association, an organization which has about 124 Shakespeare companies which was started by Fred C. Adams, Scott Phillips, Doug Cook and Sydney Burger and about three other individuals met in DC about 35 years ago and created an organization to celebrate Shakespeare and the producers of Shakespeare. That group convened in Atlanta Shakespeare, they had a picture of Fred C Adams up there, so I want you to know what happens here doesn't stay here, it permeates through the entire world. ■**Ann Clark** – November 29<sup>th</sup>, #17, *an Ordinance amending Chapter 23 overhauling the subdivision process and some subdivision conditions*. The requirements of that from the State passed, what didn't pass was a proposal from Randall McUne to close a loophole regarding infrastructure. If a developer develops a certain piece of land and leaves a partial piece of that land undeveloped they don't have to finish the infrastructure. I want to say thank you to Councilman Melling and Cox, they often talk about taxpayer money. When will this be coming back, it was tabled for a month, and it has been almost 2 months. If you are concerned about taxpayer money this should pass. Do we know when it will be back on the agenda. **Melling** – there is a related issue we are working on with staff. It will have to go through Sketch and Planning Commission. It has to do with how subdivisions are platted. ■**Sam Bauer**, East Extension – I got a call from Shem Mackert about the apartments by the North fire station, he wants me to sign off on this subdivision. There has been big pipe under

the subdivision to retain storm water and now they are running it down Northfield Road, I tell them to put it in the city storm drain, and there is not one, so they keep putting it in my ditch, they flooded 3000 N Northfield last year. When will the city get a storm drain out there. **Jonathan** – I would like to sit down and meet with you. The pond is to have a slow release and not have a historic flow in the ditch, it was my understanding you had seen this. **Sam** – it is not what I signed off on, same with Cedar Breaks Subdivision. Rose Village, Lisa sent me an email saying they would do things with the retention, and they did not do it. **Jonathan** – they should install it with what you have approved. I probably won't sign off on it. **Jonathan** – they need to satisfy what you agreed to. **Wilkey** - do we have a master planned storm drain out there? **Sam** – I have only seen one for Fiddlers Canyon Water. **Jonathan** - the irrigation ditches have taken storm water in the past. In the beginning of the project the developer has to get it designed with the irrigation company, if they didn't do what the irrigation company agreed to, they need to fix that. **Paul** – there is a link to a state statute in your packet, they have to provide the engineered drawings to the irrigation company, and they have to sign off it is reasonable, and it gives remedies if it is not done. **Phillips** – whose responsibility is it to follow through if it isn't getting done? **Jonathan** - the Engineering Department, we will check it at the end of the project, but the irrigation companies must sign off also. **Steve Wise, and Dan Dial**, we are with the Parkinson Alliance for the SW area, we have information to pass on to you. We have a lot of new people using our services, we have 3 options to present. It is a fast-growing neuro degenerative disease and there is a lot of physical and psychological things that manifest with this disease. I have the disease since 2000, not severe as some, Dan has had it 13 years. We want to upgrade the presence of this association to help others with Parkinson's, there are 40 or 50 people that have Parkinson's, we get 10-20 at the monthly meetings. We were hoping to get a proclamation from the city for Parkinsons Disease month in April, they are working with the Disability Awareness committee. We will get more people from SUU and at the hospital and different places involved. We have a few snags for severe patients, transportation from their home to the gym for our exercise fitness program. We would like to see if we can identify April as the month for Parkinson's. **Dan** - we are tied into the Rural Health at SUU and we give them required work hours to coach and help our people with Parkinson's, it is a great partnership. They have to certify for the Carnegie Foundation, it is one of 10 programs of community engagement, Mayo Clinic and Duke University have the programs. We are going to fight Parkinson's, there is no cure at this point, 90,000 people a year are diagnosed with Parkinson's. This is not a contagious disease, it is a metabolic disease, Alzheimer's is the number 1. **Phillips** – shortly after I was elected, I was invited by your organization to the fitness center. There were 30-35 people there, to watch these people box, pull strings and lift weights. It was amazing to watch the strength and determination. **Cox** – I want to commend your organization as well; my uncle was involved. He passed away. I also have a neighbor that was a Vietnam vet that is involved a well. Thank you. **Robbie Mitchell** – I was asked to come clarify the letter that got posted last week. In July the state did a test on our spring water up Cedar Canyon, it was to see if we had surface water influence in the springs. It came back positive that we had some surface water getting into the spring water that we were capturing, We were not the only city, with the snow pack and the runoff last year the water was going in the ground and then getting into that spring and kept coming up and we capture it. On the springs, some of them we have perforated pipe in the ground we capture and a lot of them just surface. We have a surge box where it just comes up into the box and runs down the pipe. In July the State came down, we failed the test. They gave us two options, to put a boil order in place or turn the spring out, so we opted

to turn the springs out. We were required to put a chlorine analyzer on the line and then we had to modify our chlorinator. That was out all summer long while we ordered parts. We got it installed in the middle of December, we ran the springs through this analyzer and chlorinator for five days, we had to take the data, send it to the State, they had to approve everything. They sent it back down with the letter and gave approval to put the springs back in, and then we had to publish that letter, the letter was written by the State, I filled in our city information, and it gets posted. I had 50 emails when I came to work the next day, I got with Gabbie, and we posted a follow up the next day with a map. The surface water got in, part of that is the treatment plant we have got to put on by March of 2025. It is getting chlorinated, and we are running a good residual, a 1.0 throughout the city and we have it covered. I hope with all the phone calls and emails we have it clarified. **Mayor** – the key is to let us know prior to hitting the Facebook page. **Wilkey** - how many springs? **Robbie** – Cluff, Lunt and Right Hand, we have 10-12 that feed right hand. **Carter** – are they all in the system now? **Robbie** - Lunt's and Cluff are in now. State regulations, until we get the treatment plant in, we are limited on how much we can put in. I gave the state the information, we can only run 350,000 gallons a day, we are just below that now with that residual. They are regulating how many gallons I can put into the system. **Wilkey** - how many gallons are we turning out? **Robbie** - 400,000 to 500,000 gallons. They Mayor has some ideas to put it into a tank and have additional storage and we can pump the gallons we can put into the system. **Mayor** – we are working closely on ways to use our spring water; we need to maximize it to the best of our abilities. I want it to be an open discussion on Friday to maximize spring flow from the canyon. **Cox** - what is the capacity? **Rob** - right now we don't have capacity, with pressure pushing back, Rusty's was getting fed. The maximum we can put down is 1,250 gallons. We need to do it in baby steps to please the State. We have to prove with the chlorine analyzer we are maintaining the residual they require. **Mayor** - if we take the pressure and put it into a tank, we gain exposure to chlorine and more volume in the pipe. **Wilkey** – the tank is after Rusty's. **Rob** – we will put the water in the north system and then push it back to Square Mountain. **Riddle** - I want people to understand, often you to go different parts of the city, get samples and have it analyzed. As you talk about that, people need not panic, it happens frequently. **Rob** – the first and 3<sup>rd</sup> week of each month we take 16 samples throughout the city, we take them to a certified lab in St. George and we have the results within 48 hours. We pull 32 samples a month.

**CONSIDER A RESOLUTION DECLARING CEDAR CITY AS THE BIRTHPLACE OF FILMMAKING IN UTAH. MARIA TWITCHELL:**

**Maria Twitchell** – Executive Director of Visit Cedar City Iron County. The Utah Film Commission is celebrating 100 years of film making in Utah. Cedar City is in that history, the Parry Brothers went to Hollywood and encouraged them to film films in the beautiful landscapes of Utah, Tom Mix came to Cedar City and filmed the Deadwood Coach, the first film in Utah, it proved to Hollywood studios that they could film outside of California, they didn't have to build the scenery, it was already here. We want to celebrate Cedar City's place in that, we are doing that on February 3<sup>rd</sup> at the Cedar's Hotel where the Parry Brothers had their office. We would like a resolution declaring Cedar City as the birthplace of Filmmaking in Utah. We were the first stop in the film trail and we want to celebrate our trail to this industry. A recent study said 37% of the people that come to Utah were inspired by a film. Our community can take advantage of having studios come in and receive incentives by the State. We want to celebrate this. **Phillips** – this is a wonderful opportunity, is the Utah Film Commission in favor of us being the first stop? **Maria** – we are in discussion with them, it makes sense with

the railroad coming here. **Phillips** – if we can help in any way. It was the beginning of the film outside of California, there is a large exhibit at the Capitol now. **Maria** - a small portion of that exhibit will be coming to Cedar City at the Frontier Homestead State Park. **Cox** – where was Kane County in that? **Maria** – they came later, one of the Parry Brothers went over there. **Phillips** – they were longer, but it did start here. Action.

**PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE CITY'S TRANSPORTATION MASTER PLAN IN THE VICINITY OF 1478 SOUTH OLD HIGHWAY 91. PLATT & PLATT/RANDALL MCUNE:** **Mike Platt**, Platt & Platt – we

have a client that wants to build a restaurant. The City is requesting that he give up 20' of his property for the master plan, Maverik only had to give up 10 feet, we are asking for the same variance. **Melling** – what was that? **Mike** – it will be a 90 foot right of way, it comes usually 10 feet from each side, but the Hotels are already there. **Melling** - the current road width, is it 90 feet in front of Maverik. **Jonathan** – the Freddys property was granted 90 foot right of way, it is not built yet. It changes to 100 feet going south. **Melling** – we have accommodations for reasons, if we give the entire 20 feet, will we have a meandering road? **Jonathan** - yes, there would be a jog. **Melling** – how wide is the frontage. **Mike** - it is a triangle lot, part is unusable, we can taper to a 100-foot when we leave our plan, there are 3 projects that can go on, but as it tapers it is unusable. **Wilkey** – the restaurant is on the furthest north, but you are asking all the way down. **Mike** - yes, all three parcels. **Melling** - the 4-way stop, is that the first stop they hit. Would we not want the road to narrow some to let the driver know to slow down. **Jonathan** - narrow roads slow traffic, but wide roads move traffic. **Phillips** – one of the options with moving the interchange is to move it to the south, we could have a lot of traffic on Hwy 91, they haven't decided yet. **Cox** – if we don't the sidewalk has to meander also. **Wilkey** - it would be on that area. **Mike** - you are only eliminating the shoulder. **Jonathan** - you can still get 5 lanes, you would lose the shoulder, or narrow it to 5 feet for bicycles. **Wilkey** - when we stripe the road, we can choose which side the shoulder is on. What is the reason the hotels didn't give up their land. Since they didn't give their portion up, if we have a shoulder, it should be on the side of the restaurants since they are giving up their property. The same problem happens on Sage Drive. Was Maverik given an variance? **Jonathan** - it was a similar situation. **Melling** – I don't like to analyze one because they built after someone else, but as it becomes a potential freeway traffic, we may want to red curb all of it, then you would do 5 feet on each side. **Phillips** – a lot of bikes use that area. **Wilkey** – 5 feet on either side, or 10 feet on one side? **Phillips** – it is hard to say since we don't know the businesses, but we need a turn lane, but I would like the bike lanes. **Mike** - it will be a Red Fort Indian Restaurant, the other will be fast food. **Wilkey** - the parcel to the south, is there a buildable parcel? **Mike** - an architect did the drawings, there is some useable property. The other is a buildable parcel. **Phillips** – when they build they have to meet the parking ordinance on site. **Wilkey** – a lot of businesses on the south side lose traveling public because there isn't anywhere to park. **Phillips** – we went the rounds on the Freddy's parcel. At some point we need to get back to 100 feet. **Melling** – if we identify the taper area. You see the depth, we are asking them to give up a lot. **Cox** - when the interchange comes in we decide what to do with the red curb at that time. **Wilkey** - do we have any teeth with the businesses that get put in. **Paul** – I don't have the information on what the hotels gave up, I haven't seen that, I am cautious to say they did or did not give it up, your option is to buy it or take it from them.

Mayor Green opened the public hearing. **Tom Jett** – this was at Planning Commission, I voted against it, it is a master planned road, if they did it and got away with it. We have all raised our kids and so we should get away with it. I am not opposed to the concept, but it is a master planned road, where to do stop, if we continue to give it up, we just as well get rid of the rules. **Cox** - but you cannot put the mistakes of bygones on someone else. **David Johnson**, Economic Development Director – the master plan is in place for a reason, to make the adjustments is not beneficial in the future. I have not been part of the discussion. I would ask what adjustment the developer can make instead of the city. Just because it happened in the past doesn't mean you do it in the future. I have caution to changing master plans. I am advocating for economic development, but I would turn it back to see what they can do, generally there is something they can do. **Phillips** – the 4-way stop with the trail, do we own the property? **Jonathan** - there are some constraints with the drainage channel, we would have to do something with the box culvert. **Phillips** – Greens Lake Drive will get busier. When the buyers bought the property, did they not know about the master planned road. **Mike** - I don't know, but I would think not. It was changed in 2022. **Melling** - the precedent is a dangerous issue, the fact it was impossible, as we approach an intersection, the standard is 100 feet, but it will kill a lot more people. **Mike** - I would think when you go south on Hwy 91 it can't happen anymore. We can taper to 100 feet, it won't happen. The hearing closed.

**Wilkey** – can you fill me in, you were at Board of Adjustments for the same property for landscape strip and requirements, are they correlated? **Mike** – if we don't get a variance, then the restaurant probably won't get built. The request at Board of Adjustment, we need a 5' landscape strip, we end up with 4.65 feet, we can make it up, it won't be the 5 feet, the variance is 4 inches. **Jonathan** – this is an amendment, not a variance. Action.

**CONSIDER THE VICINITY PLAN FOR ROSE VILLAGE PUD PHASE 2  
LOCATED IN THE VICINITY OF 2775 N. NORTHFIELD ROAD. DON**

**BOUDREAU/GO CIVIL:** **Dallas Buckner**, Go Civil – this Rose Village PUD, the vicinity expires after 2 years, phase 1 got built and phase 2 did not, so we have to bring vicinity back through. It is a little different, but the same number of lots, road widths, etc. **Wilkey** – were you here for public comments, there was a gentleman that was here from the Irrigation Company, he named Rose Village saying things were not getting done the way agreed to do. **Dallas** - we have two detention basins, we built it in line with the construction drawings, we met on site with Lisa Benson and Sam and made some adjustments. There is a piped irrigation on the east side and an open ditch. We have had discussions with both irrigation companies. We will have to work with Sam, he was concerned and wants a sedimentation pole to measure the depth. **Wilkey** - he said it ends up on Northfield Road and in his ditches. **Dallas** - that is what happens, we hope to clean up in Phase 2 some of it by piping it. Phase 1 was built and accepted. I am not aware of any deficiencies. The two basins were built for phases 1 and 2. I will work with Sam; he is easy to work with. **Phillips** – clarify the trail system. **Dallas** – Old Farm was platted, and we share a common property line. The west 20' there was a trail easement, the CMU wall was set back for the trail. There is a master planned trail, but because of the irrigation ditches, when we pipe it we will end up with a 30' trail through there with 2 irrigation pipes. Old Farm has a 10-15' access for the trail, we are proposing the same with our trail. We will end up with a 20-30-foot area ready for a trail. **Phillips** – do we have a plan? **Jonathan** – the property is usually deeded to the City and when the city is ready, we do it with impact fees. If it is a sidewalk trail, we do it with

development, but not for just a normal trail. **Phillips** – that is a large trail. **Dallas** – Yes, there is 20 feet with Old Farm, and with what we will have to pipe for the irrigation company it will be plenty of room. **Paul** – our trails are 10 feet; it does give separation from the housing developments. **Wilkey** – the trail just stops. **Paul** – it is the end of our city, that is where we stop. **Wilkey** – as we move forward on master planned trails, who decides where next? **Jonathan** – it ties into the active transportation master plan, there are proposed bike lanes on 3000 North. Trails start in the budget process, from active transportation to P&R and then to engineering, it can be RAP tax or impact fees. **Paul** – P&R would ask for the RAP funds for the trail. **Phillips** – there are two minor changes, what? **Dallas** - we had a line drawn straight when we phased it, so the change is the phase boundary. **Tom Jett** – this came before Planning Commission a few weeks ago and there were conversations from the neighbors, some from Old Farm Subdivision, they will have a CMU fence 6' tall, and a block wall and a bike trail, I think you can run into a problem with two 6' walls and what goes on between the walls, this is the same concept as a tunnel. That is something we should think about, I think you will see graffiti and inappropriate things happen. **Melling** – I am not a fan of block walls around PUD's. **Wilkey** – the Old Farm wall as a developer decision. **Randall** – if you went through the Planning Commission minutes, there were complaints about two story and an agreement, I can't find anything at all that they committed to a single story. The walls on the Old Farm side are 4' tall, it may vary by each property. Most people don't want their back yard opening up into a trail. Action.

**CONSIDER THE VICINITY PLAN FOR IRON WEST SUBDIVISION PHASES 3 & 4. DON BOUDREAU/GO CIVIL:** **Dallas Buckner**, Go Civil – this is the same layout, we are just adding two roads, this is further south. There is still another road or two before we get to Center Street. **Wilkey** – some of the zoning is R-2-2, but all the homes are single family. **Dallas** - they are planning to continue the same concept. Consent.

**PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING THE CITY'S TRAIL MASTER PLAN IN THE VICINITY OF 954 N AVIATION WAY. GO CIVIL/RANDALL MCUNE:** **Dallas Buckner**, Go Civil – we had a commercial building permit for a storage unit complex, he decided to do a PUD, it was approved a few months ago. Part of that there is a master planned trail, it goes through Gem Engineering, inside the Airport and Coke Plant, a lot of Aviation Way is built out, it also runs through our project, with no real options, we are proposing to vacate and have it dead end at Aviation Way on the sidewalk. If we incorporate it in our project, it will cause problems with our landscaping. There is not a way to get a constant 10' corridor. **Phillips** – maybe we need to vacate the entire thing. **Wilkey** – if we jump back, where do we take it. **Melling** – we could cut it back to Airport Road. **Paul** - the south side of Hwy-56 it will connect behind the Arena and the thought was to connect behind the arena and connect to the Wal-Mart area and on the hill. **Wilkey** – Active Transportation can make a recommendation. **Jonathan** - there are master planned bike lanes on Aviation Way and 5' sidewalks. It is not a complete loss since we have bike lanes on the road and pedestrian traffic can be on the sidewalk. **Dallas** - we had a band aid to get it to Aviation Way. It would vacate and amend.

Mayor Green opened the public hearing. There were no comments, the hearing closed.  
Action.

**PUBLIC HEARING TO CONSIDER A ZONE CHANGE FROM ANNEXATION TRANSITION (AT) TO DWELLING TWO UNIT (R-2-2) FOR PROPERTY LOCATED AT 1950 S WESTVIEW DRIVE (BAUER MEADOWS RDO, POD #9). GO CIVIL/RANDALL MCUNE:**

**Dallas Buckner**, Go Civil – this is Joel Hansen’s property, we planned to bring the zone change and vicinity together, but I had an error. This is to change from R-2-2 from AT. **Phillips**- do we anticipate any problems in this area with water? **Dallas** - 4B Ranch had a water agreement, the two developers are working with each other. We may have to amend 4B or make a new agreement with Joel’s development. **Paul** – how far away is our infrastructure, there was a provision in the agreement. **Dallas** - there is the line and the distribution line, the distribution line in the valley, but there is transmission lines at South Mountain Drive that are about a mile away. This project has a 16” master planned water line, we will put in a line, and it will be capped. When the infrastructure gets there, we will convert to Cedar City. The vicinity plan will be at the next meeting. It is a single-family PUD. There is a possibility that there could be twin homes, but the way it is laid out is single family.

Mayor Green opened the public hearing. There were no comments, the hearing closed.

**DISCUSS THE CREATION OF THE POINTE WEST PUBLIC INFRASTRUCTURE DISTRICT AT APPROXIMATELY 1175 N. LUND HIGHWAY. GO CIVIL/RANDALL MCUNE:**

**Dallas Buckner**, Go Civil – we have Sam Elder and Connie Gonzales that worked with us on the Chelsey PID. This is on Lund all the way to 3900 West. Phase 1 came through as a city subdivision. We have 80 lot requirements for second access, and it is off 3900. From the City Subdivision standpoint, we have curb, gutter, and sidewalk. Regional and offsite improvements, Lund and 3900 are master planned roads that will be widened. There is an issue with pressure zones on the water, we are committing to with phase 2 is to make the connection and link 3900 West and Lund so there is redundancy. There is a 42” master planned trail, we put a portion in with 4200 West, but because of the irrigation company it is not useable. 3900 was built up 18-24” above grade, everything between 3900 and Lund dams up at 3900 West. Phase 1 was platted, a lot of infrastructure is in, phase 2 we are working on construction drawings. Phase 3 we are working with the Smith family and Magnolia Fields on the drainage. There is a band along Lund zoned I&M-1. We have an access road and an HOA area. **Cox** – I know you can’t build on that area because of the Airport. **Dallas** - for the area it is widened and narrowed, and it does have some curb, gutter and sidewalk. There are not a lot of improvements length wise. **Wilkey** – part of the estimate also includes private stuff that will not be allowed. **Dallas** - that is my error, I sent Randall a revised agreement and took out the gas and power, they are not city utilities. **Wilkey** – under PID’s we have to file a disclosure? **Randall** – it says the Council has to do it, but it is really the owners of the PID, they have to disclose. For my purpose, the main thing I hope you can answer, this is not a public hearing to let you vote next week. We have to take it in a meeting in February, they hope you will do a special action after your work meeting on February 7<sup>th</sup>. There is one coming through with the Leavitt’s also. The council was ok with the special action on the 7<sup>th</sup>. **Dallas** – when we put together the detention basins and park amenities, all that stuff does not count either, just the needs of the city. If we get the PID passed it will not go to private playground equipment. **Wilkey** – where are we at as the dollar amount? **Sam Miller** – we will be the underwriter. The total public infrastructure is around \$10 million, the maximum debt is \$6 million, the capacity at \$5 mill of what we are requesting you can’t generate over \$6 million. **Wilkey** – when you brought the first one in, they were fairly new,

have you done many more? **Sam** – there are around 100 PID's in the State. We closed on the first series of debt for Chelsey #1 last week. They have received their funds and will put in more infrastructure. **Melling**- are you seeing any changes at the Legislature? **Sam** – there are two house bills to do something similar without the approval of the municipality. We don't have control but can provide input. **Wilkey** – from a real estate background, when you sell a property there is a 16-page sellers' disclosure one section asks if this is in a PID and what the assessment is. **Sam** – disclosure is really important; we want the city to be comfortable. This one we requested \$5 million instead of \$6 million on Chelsey. **Wilkey** – I remember conversations with Chelsey, what does the city get out of doing one of these? **Paul** – the waterline getting looped, would it happen without this tool, eventually. Chelsey was extending the sewer line a few miles to the West. Also bringing the water from Gemini Meadows, they would have eventually happened, but it happens quicker. **Cox** – does this loop the water to 1600 North? **Jonathan** - yes. The storm drainage across 3900 West is a big improvement also. **Paul** – the storm drain out there is difficult, that is where the flood used to go before we put houses in the way, not it is trickier because of the elevation of the irrigation ditches. **Sam** – if there is a way, we can be helpful and beneficial, we are open to answer any questions. **Dallas** - from Chelsey we came back with the Development Agreement, are we doing them together? **Randall** – if you want to save a set of meetings. **Sam** – the Development agreement will come to the Planning Commission on the 6<sup>th</sup>. **Randall** – yes, and you will have it on City Council on the 7<sup>th</sup>. You will want to focus on the language of what they are going to do.

#### **CONSIDER APPROVAL OF PAYROLL & HR SOFTWARE VENDOR. NATASHA**

**HIRSCHI**: **Natasha Hirschi**, HR Specialist – during the budget last year I asked for additional funding for onboarding and applicant tracking and finance asked for another person for payroll, it is getting too much for payroll. The mayor said combine your efforts and combine for onboarding, applicant tracking and payroll. We did a process and asked for demonstrations, we have 6 vendors submit proposals, some were great, some too high price, we narrowed to 3 and had demonstration and brought in Leisure Services, Police and Fire and we agree on ApplicantPro/Isolved, that is the group we are proposing. There is money in the budget for this, just over \$90,000. It is \$7,080 per month with a one-time fee of \$10,000 for set up. There are modules that will add or subtract money. Right now, we are passing papers. The timekeeping has flaws, we can't create schedules, when you have multiple people do manual processing there are errors. The cost is expensive, but the savings from all employees doing time sheets, and our ability to hire employees will be beneficial. At training they say if it takes more than 7 minutes for applications to fill out an application, now they are saying 4 minutes, then people don't complete it. We want to try and be able to accommodate people and get them to apply for our jobs. We are losing people because they have to handwrite 4 pages. We can't track people; people will say I want to be on your hiring roster and we don't have one. This software will help with that. **Phillips** – what is ee. **Cox** - employee. **Natasha** – these are the modules, their application will move to onboarding, health insurance, etc. This way we will have one log in. **Cox** - time tracking, do the department heads approve it. **Natasha** - yes. **Cox** - is it an app? **Natasha** – no, seasonal staff uses time clocks, the others go to a timesheet online. **Cox** – how does this cut that process out. **Natasha** – it is an app, it will populate when I put in for a day off, right now I have to manually track it and so does my boss. Many of us work 8 to 5 it will populate our time sheet. **Cox** – are you still using Caselle, and does it merge into Caselle? **Jason** – I wish we had the software dashboard. The entire package from this vendor from application to tax

forms will be housed in this software, they will pay the IRS, we will have to do a general ledger export and upload it into Caselle, Jason's time, vacation and activity you won't be able to see in Caselle. You cannot query my activity in Caselle. **Melling** – we won't have savings by moving some things we have in Caselle? **Jason** - no, how will it save time, we have 24/7 departments, nights and weekends. This will allow us to cut down on the need for administrative assistance in tracking all these people when we are not here. Natasha will not need another person in HR, this will manage that, employees can change tax information through the portal. Time sheets are a huge burden on the fire department and law enforcement; they have to verify who is on shift, is it holiday, etc. there is a huge administrative burden. This will help us as we grow in the future without needing additional people. **Melling** – are we going to have issues with our senior employees. **Paul** – we tried to switch to a Caselle with the switch over, and it worked its way out, there were a few that struggled with the transition. The Caselle product has its limits, this has more functionality. **Wilkey** – if we spend more can it do more? **Paul** – it cannot do, we quarried a bunch of the providers, but there is technology they haven't invented. **Wilkey** – we will have the \$10,300 when we start up and the \$7,080 per month. **Natasha** – it will fluctuate. Switching the payroll into the new system will take time before we go live. We can implement the applicant onboarding immediately. **Phillips** – this company, do they have a good track record. **Natasha** – they have 30 cities that use applicant tracking/onboarding. They have a lot on the Isolved, most not government. Eagle Mountain does use it and loves it. Government is unique in what we do, we feel of all the groups this group will get us there. We checked references, and the lack of government experience concerns us. **Paul** – it is an annual contract; we hope we stay. **Natasha** – we have been with Caselle forever, but it has limits. **Cox** -this pays the taxes and quarterly reports, that is a benefit. **Natasha** – they can change their tax information, change the HSA. **Jason** – there are two other features, if there is softball at 8:00 p.m, we can geofence and the umpire can clock in. A lifeguard can go in and switch shifts without the managers calling 15 kids trying to reschedule for the next day. Consent.

**CONSIDER A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE TO INCLUDE AIRPORT BADGING FEES & RETAIL CONCESSION FEES. TYLER GALETKA:** Tyler Galetka, Airport Manager – we want to add a few items and remove one. Badging fees, December 1<sup>st</sup> we started facilitating the CRJ 900 with 76 seats which requires us to go badge for terminal apron staff, including myself, the fuelers and my other staff. We have made ID cards, I have purchased them, we want a fee of \$20 to cover the cost of the badge, lanyard and the staff time to do them. It is lower than other airports, the difference between us and them, we cannot do a criminal history system, we use a cost-free system. If we get a permanent larger airline, we will have to do a criminal history and different badges. We are also asking for a \$25 rebadging fee. **Wilkey** – for Airport employees, who pays that. **Tyler** – employees are free. **Phillips** – if a badge is lost, what do you do. **Tyler** – they have to self-report to us, if we find it we put it on a list. We have an employee that watches the ramp, they have a photo ID also, if it is no go, they cannot access the apron. **Wilkey** – what if an employee loses a badge? **Tyler** – I agree an airport employee should have to pay for a lost badge. The second part, we have a vending machine, they have never had a contract or paid percentages, we want to remedy that. We want to get a contract and also for an ATM, or coffee/hot chocolate vending machine. We now do 25% of gross revenue which has never been paid. Provo charges 5% concession fee, St. George charges 10% concession fee. I want to remove the 25% and do a general 10% for all vending.

**Phillips** – we haven't got 25% of anything, so I feel with what other airports do the 10% is a good fee and we should get some revenue. Airport Board recommended the 10%. Action.

**CONSIDER AN AIRPORT HANGAR LEASE WITH O&O INVESTMENTS, LLC. TYLER**

**GALETKA:** Tyler Galetka, Airport Manager – there is a little change to the lease template, it is a 100 x 100-foot lease, the change is in Article I section 2. A traditional lease for an airport is 45-50 years and then it reverts to the Airport and they do what they see fit for the airport, this is just land leases. It is now written 20 years with five 5-year extensions and then they can remove their improvements and return it to the original condition, or they can give it to the airport. There were issues in Ogden. After a lot of discussion and push we are looking at pushing it out beyond the 45 years to 10-year extensions. It reads: *“Prior to the expiration of the final successive five (5) year renewal term and any subsequent renewal terms thereafter, LESSEE may request to extend this agreement for an additional ten (10) years, subject to revaluation of consideration pursuant to Article I, Section 4 of this document, and subject to the following terms:*

*(a) Leasehold improvements must be in a condition that is acceptable to the LESSOR.*

*(b) LESSEE will ensure that continuous maintenance pursuant to Article IV, Section 2 of this document will be made to the leasehold improvements throughout the remainder of the contract and not to leave them in a state of disrepair.*

*(c) LESSEE understands that the extension of the lease will not be approved if the land may impede on any future airport expansion or redevelopment projects identified by the city or in the airport master plan.*

*(d) During said 10-year period, the parties shall evaluate the consideration set forth in paragraph 3 of this Article after the initial 5 years to determine sufficiency thereof. Lessor may increase the consideration, at a rate not to exceed the aggregate percentage of increase in the overall national Consumer Price Index for the previous five (5) years and not to exceed a maximum of 15 percent. The lesser of the two rates will be utilized.”*

This has been through the Airport Board. This is not a document we make up; it has a reasonable study, and the FAA is involved. We don't want to limit our growth at the Airport. **Melling** – this is adding another 10-year option. **Tyler** – it will go to 10-year extensions over and over again. **Melling** - as long as they are maintaining and not hindering the airport. My concern is the cap of 15%, it is a cap of 3% a year. Is that an FAA guideline number or do we have flexibility to match cpi. **Tyler** – I have not seen the cpi, I have seen a lot of leases have the cap as do our current leases. **Paul** - a number of years ago we looked at the cpi and the lessees told the city that it doesn't put a cap on the jump. **Melling** – the way I read during the 10-year negotiations, I would be more comfortable with a 30% cap over 5 years. **Tyler** – would you like that in the first 20 years? **Melling** – I am ok on the initial terms, but the extension I would like higher. **Mayor** – this has been an issue recently, we haven't had inflation since Jimmy Carter, now it is a subject you want to set a top, cpi has had increases

below 2% more than above. My concern is that the rate is too cheap for land leases at \$0.40 per foot a year, comparing to other airports, but have a professional compare other lease. Like the badges we shoot a lower number. I hope to have planes flying with more people in here, it is one more excuse gone. The opportunity is out there, and the land leases are for the convenience of the public who have an airport who made a passionate stand, and I also look at some dilapidated hangers out there. If you rent land and build a building, you ought to have a long lease, I like that it requires maintenance. When little is given, little is expected or achieved. **Wilkey** – did it go up and then back down. **Tyler** - yes it was 30 cents, went to 60 cents and back to 40 cents a square foot. St. George is doing that, and Provo is also looking at this. **Phillips** - this one you are trying to complete, Airport staff and Board want to start putting in the lease, we should move ahead with the agreement, we can remove the highlighted area if you want not, but I don't want to hold up O&O Investment. **Melling** – I don't see a risk with this, at the end of 45 years it adjusts to the market. If there is a cap, 30% is better. **Wilkey** – do you have a concern with the 30%? **Tyler** – I have only one concern, I think there will be a lot less pushback. I have seen the benefit of getting the hangar to 45 years. **Wilkey** – that is what most of O&L Investment does, he leases them out. **Tyler** – it is for him, if he rents it out he can. Consent with the 30%.

**CONSIDER APPROVING A CONTRACT IN THE AMOUNT OF \$5,330,000.00 FOR THE PURCHASE OF 520-ACRE FEET OF WATER RIGHTS. PAUL BITTMENN:**

**Paul** – Mayor Green was approached by DJT Resorts and Hospitality, they were working with Hardin Family Trust to sell land and water. They offered to sell us 520-acre feet with water for \$10,250 an acre foot. The water right number and priority dates are there. They are prior to the cut off in the ground water Management Plan, they are considered safe yield. They had the State Engineer do an assessment of these water rights in 2020 and they determined these are the quantities. There are surface rights, but these are separate from the surface rights. The DJT Hospitality LLC will acquire everything from the Hardin Family Trust and deed the water rights to Cedar City, we will get title reports and work through all the issues and at closing receive the title for water rights. They asked for one edit, we recently sent them, paragraph 1B, special warranty deeds, the way it is working, the Hospitality Company will only warrant what they have, they will have them a blink for an eye, they would need to require a similar deed from the Hardin Family Trust and pass the warranties to us. They made a few suggested edits, I received them today and forwarded them to Randall, I didn't see an issue. **Phillips** – we are approving the contract. **Paul** – yes, if you don't approve the budget adjustment, we can't buy them. **Melling** – in the past have we done warranty deeds? **Paul** – this was a recommendation from our water attorney to request the special warranty deeds. **Wilkey** – we are going to be, DJT Report is not paying the Hardin's, they are using our money to do that. **Paul** - they will put the money in Escrow and the deeds will follow along. I am sure DJT will get whatever percentage they agreed to with the Hardin Family Trust. Action.

**PUBLIC HEARING TO CONSIDER A RESOLUTION AMENDING THE 2023-2024 FISCAL YEAR BUDGET. JASON NORRIS:**

**Jason** – I put a document in your packet, this is the second revision to the FY 24 budget you adopted in June. The big amounts took place in the first budget revision. The capital budget adjustments are also in the packet, it is a map of what you feel is important, parks, roads, water right acquisitions. You also have the budget revision forms from staff.

State of Utah Collects a tax on alcohol sales and give us restricted funding for liquor enforcement, it carries into the new year if we haven't used it all, we are carrying it forward.

We received a first responder mental health grant, it has not all been spent and the ICAC Grant we are revising them in.

The PD we allow to work for other agencies, State, SUU, Schools, private security, we bill the entities, and they send us the revenue and cover the costs. We are revising the earned revenue.

State Wildland Grant in the Fire Department. We have business agreements when we go in federal wildland fires. We bill them and then we break the money into categories, the biggest is the payroll, take the net and put it in the capital improvement fund for fire stuff. Chief Phillips approached you about buying a Type 4 engine, that is the \$309,439.

Animal Shelter, we have quite a few citizens that make donations to the Animal Shelter, we have had quite an expenditure on feeding the animals, that is where the money is going. We budgeted quite a few law enforcement vehicles, we used the funds that we equip the trucks, we need to ask for the \$20,240 to equip one of the vehicles.

Engineering we applied for a safe street grant, the County applied and got a larger one, so we are taking that one out. We also have the State Grant – CLG Grant.

Parks & Rec. **Jonathan** - Iron West Sports Complex, we have been working on a few projects to get it ready to plant grass in the spring. We had to bring water and power to the site and one to install the irrigation system. There were a few expenses not expected, one paying for the water meter and impact fees it came to \$37,000. We are also thinking of extending irrigation to a pond to the west, we want to put that line in. We also need to add a backflow preventer. **Rob** – you have to isolate the irrigation from any irrigation, the one in the vault is for everything, the second one is to isolate the irrigation water. **Jonathan** – that is about \$18,000. We had some savings, but it is now an increase. We had taken money from Armbrust detention, that is where we will take the funds. There has not been any movement on the Armbrust property.

**Jason** – the Golf fund, every year they buy about \$30,000 of new golf carts. They were not able to get everything they ordered in by June 30<sup>th</sup>, they now want the unspent money revised into this budget. We also had vandalism and a break-in into the club house, they added security cameras, we are asking for funding to pay for that. **Paul** - they smashed in the window, grabbed equipment and ran out. They stole all the demo golf clubs.

**Jason** - the water fund \$5.3 million water purchase, we have exceeded the water funds unrestricted cash balance, between what remains of the water acquisition fund and \$3.3 million from capital improvement fund that is how we will pay that. We have a carrying balance in the fund, this is a cumulative pot. **Wilkey** – there is \$17 million there that is already committed. **Jason** - yes, we are transferring \$12 million from capital improvement fund to water purchases, we are drawing \$17 million of the fund balance of the water fund. We also have \$18 million in bond proceeds, that is the \$35 million of water purchases. **Melling** – do we have the water billing data yet? **Jonathan** – we don't have that data yet.

**Jason** – also in the water fund, Western View has had several failings for \$330,000 we want to put in a new water line. That is an unexpected repair.

**Jason** - Public Works Facility Fund, in the last while, part of the PW facilities were built on Steve Platt's land, we have worked through this issue, we had to pay \$125,000 for the land that our buildings set on. We are revising that money back into the facility project.

**Riddle** – the Diamond Z bathrooms need to be upgraded and fixed. The County has given \$20,000 toward that project, can we match another \$20,000 and get it done. January, February and March we can do that, after that we can't do it. **Paul** - take \$20,000 out of the general fund to do it. **Riddle** – everything needs to be updated in there. **Ken Nielson** – LS. \$40,000 came from a bid we received, we have been working on that, we wanted the County to help with that. We met with TRCC a few weeks ago, we have another meeting. I asked Maria to put a speed bump on this, we have a short time to do this. **Jason** – I will add this in.

Mayor Green opened the public hearing. **Wendy Green** – I appreciate all your hard work. The hearing closed.

**CONSIDER DECLINING THE SAFE STREETS FOR ALL (SS4A) GRANT RECEIVED FROM THE FEDERAL HIGHWAY ADMINISTRATION. JONATHAN STATHIS:**

**Jonathan** – we discussed this a little. In 2022 the city applied for a Safe Streets for All grant, we were awarded \$52,000, we found it wouldn't buy us what we wanted. We have to do a safety action plan. Iron County applied for \$600,000 and was awarded that grant, part of that will include Cedar City. At this point Federal Highways is recommending we decline that and combine it with Iron County. Once that is done the city can apply for implementation funds to construct projects that are identified. Part of what was driving this was getting kids to CVMS and CVHS on sidewalk and trails. We will incorporate that into the action plan the county does. We just want to decline the grant. Consent.

**ADJOURN:** Councilmember Phillips moved to adjourn at 8:38 p.m.; second by Councilmember Melling; vote unanimous.

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Renon Savage, MMC  
City Recorder

**COUNCIL RETREAT MINUTES**  
**JANUARY 19, 2024**

The City Council held a meeting on Friday, January 19, 2024, at 9:00 a.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**MEMBERS PRESENT:** Mayor Garth O. Green; Councilmembers: Robert Cox; W. Tyler Melling; R. Scott Phillips; Ronald Riddle; Carter Wilkey.

**STAFF PRESENT:** City Manager Paul Bittmenn; City Attorney Randall McUne; City Recorder Renon Savage; Finance Director Jason Norris; City Engineer Jonathan Stathis; Police Chief Darin Adams; Fire Marshal Mike Shurtz; Leisure Services Director Ken Nielson; Public Works Director Ryan Marshall; Economic Development Director David Johnson; Water Superintendent Robbie Mitchell; Wastewater Superintendent Eric Bonzo; Heritage Center Assistant Dallin Olcott.

**OTHERS PRESENT:** Tom Jett, Laura Henderson, Ann Clark.

**Mayor** – it is tradition to do one of these, you will have a second shot during the budget process. I appreciated Carter and Robert going on a 2-hour ride with me to see the water projects, that will save a lot of time, the other three of you have been going down the road with this. Things continue to change. I am trying to sell my agenda.

**WATER SOUTH:** I don't plan to do anything south, we did a Willowsticks study, and if you want them to come and spend an hour in a council meeting. It will be a water line and tank, but it would take a lot of pipes. I don't intend anything in this year or next year's budget for this. We may do a test well in the future, but it would be a test well for knowledge. It is in Shurtz Canyon, it is on BLM property for site A, it is not like an aquifer drill, to gamble on this is higher. We did this at Martin's Flat, it was good water. **Phillips** – we also did Shurtz Canyon and didn't have good results. **Mayor** - Green Hollow, correct. Andy is not in favor of this area. **Melling** – the study is good to have, but we have better information and closer to structure to work on now.

**WATER WEST:** This is the CICWCD project, we applaud their ability to get grants. I don't intend on putting a lot of money, but some, we will need a pump station. They have a lot of work to do out there. We will have to do chlorination, wells, and pumps. I don't intend to put any money toward that this year. If something comes up that we need to step up to the plate, we will come back to you. **Melling** – we had a water district meeting, and we have bids to the water tank and looping projects, our estimates we included in the budget were based off of work last year and the bids came in about 40% lower. It is a good time to lay pipe. **Mayor** – that is area 71, we bought 1,000-acre feet of water in 71, I would like to get more but from contractors and bring water from that basin, and Iron Springs. They have a tank in that area. **Wilkey** – is the 71 water right one we have to lease back? **Mayor** – yes, 10 years, but we can take the water and give them their lease money back. I think we need more water in that pipeline. **Melling** – the minute the infrastructure we want to pull all the water we can out of that basin to decrease the well levels here. **Mayor** – let them test it for a while first. There is more water available out there. **Melling** – there is something related to that discussion, there was some talk a few months ago about bringing water from that basin long term, there was a developer that wanted to bring it here, but it was unattractive with the trans basin cut, there is some renewed interest in that discussion, and maybe we want to have a

more focused meeting on. Whenever you move water across basins, you can only move 62% of the water to our basin. We don't do that same haircut for conservation tier development, there are arguments that we should. Part of the discussion may be if it was a certain mix, half from that basin and half from this basin, would we be willing to accept that and modify the haircut. My gut says there would be significant benefits to that, we would need to meet with our experts on that. In the future we should meet and analyze that, we can't have a quorum, does anyone have concerns about that approach. **Riddle** – aren't we willing to take that water with a mix? **Melling** – not in the policy now. **Paul** – you have to remember you only get the depletion number, if you buy 10 acres you get 6. If you tell a developer they need 10 acre feet and we only get six then you have to be willing to buy that deficit. **Melling** – the only benefit, the theory is a conservation development you have about 80% going to the WWTP and the right is in perpetuity, is it worth bringing it from another basin with a haircut, but we can reuse it. **Paul** – there would be an aquifer development, but with the portfolio you will still have a deficit and you will still have to buy water rights. **Melling** – Mr. Bittmenn is correct and that is why we have not done it in the past but does the benefit of future decades offset that. **Riddle** – if they go outside our basin and need 100-acre feet they need to buy 130-acre feet. **Melling** – of that 100 if fully depletable, if we had the infrastructure to reuse that we could reuse 80%. **Riddle** – but we need the infrastructure. **Melling** – we would not reach that until we have a potable reuse. **Paul** – they are great ideas, but they don't meet the State regulations. They do nothing for our water rights. **Mayor** – you take a cut even on 73 water. **Melling** – yes, but we have the excess right in the portfolio for 30-50 years. **Mayor** – taking it from ag use to municipal use we take a haircut. **Mayor** – do you want a depletion rate across the board. When you get a farmer's water you get the depletion rate. **Wilkey** – what is that rate? **Paul** – 2% lower. **Melling** – I would like to discuss and model it and see what that treatment would be and compare it with the water billing data and see if we go to a depletion only and meet the numbers at the meter or see if it warrants taking mixed rights with the basin and give a partial credit. There are benefits to not draining our aquifer but there are other capital costs. **Mayor** – the District wants to meet at the "Y". **Phillips** – what is the timeline? **Melling** – the pipeline has already been laid, it was part of BZI's improvement, the only thing is to put in a tank, that will be a way off, it is funded, but needs to be specked and bid. **Paul** – the idea was to follow the County bypass road; it intersects with a lot of infrastructure along the way. **Melling** – it does, to get the supply to this basin, they need to drill a well, I would say within the next year to have water in the basin and another 2-3 years for the tank. **Phillips** – I think modeling is fine to have the data, but we have to be very careful on how much we spend on water. **Mayor** – the west is what the District is working on, it would be good for their system to have more water. **Melling** – they only have 400- or 500-acre feet. **Cox** – we have 1,000? **Paul** – we have 630 after the haircut. **Wilkey** – so those rights were about \$18,000 each? **Melling** – about \$20,000. **Mayor** – we paid \$12,860. **Melling** – the benefit is it lowers our rate for purchase. **Mayor** – there are two sides, a bucket of paper and a bucket of water. We have bought a lot of water rights, \$35 million in the last two years, that is a significant amount of water, it is good, old and safe yield water. We were at 2,000-acre feet and are now at 5,000-acre feet. **Melling** – if those cuts arrived today, that is a problem we could conserve our way out of, we couldn't have done that with 2,000-acre feet. **Mayor** – when you add to it our spring rights and Coal Creek Surface rights and the WWTP water, we do use it at the University, it should give the people of Cedar City that we are ok, we were hit in the gut and we have adjusted. We have had opportunities that we have taken advantage of. **Wilkey** – what is the current municipal use? **Jonathan** – 8,000 to 9,000 a year. **Mayor** – WWTP and Coal Creek will pick up the gap as we develop the canyon.

Future growth will come from the Developers. We do have Pine Valley and Wah Wah Valley. **Wilkey** – as far as pipeline there is no plan. **Mayor** – north and east. **Wilkey** – I am talking about Wah Wah Valley. **Mayor** – no. **Melling** – we need a change in DC to work toward that. If there was a change in administration, I would say 5 years. Once there is costly engineering on the transmission line, the rights are already there, it would be delivered at less than what we are charging. **Wilkey** – I still think at one time the District will come to us. **Riddle** – neither the District or Cedar City has the money. **Melling** – there are different tools for that, and they are working on those. Cedar City's cost share will probably be significantly lower than anticipated. **Riddle** – the thing that is fantastic, people think we are buying water for the developers, this is not for the developers it is for the people that have been here forever. The developers have to bring water, or they can't develop. It has been pleasurable for me to be able to tell this to people.

**WATER NORTH:** We need more water; we have wells in the budget for several years but have not drilled. The easy way is to go the Quichapa and drill one more there. We studied the idea to the north and east. The north is the WWTP, we own a lot of land north, it is an aquifer place that is untapped. How much is it recharged, probably twice the rate of Quichapa. We can drill on our property out there. A few months ago, with the District, we said why not use your pipeline to our pipe to take the water to the north tank. We had a study done out there, they picked a few sites, and everyone laughed, people said you can put a straw anywhere. We are in the process of trying to drill our first well, we put out bids and it was \$840,000, that is a lot for a test well, so we paused on that. The engineers have put stuff in to raise the price. We talked about the LeBron's well, we will test it and see the quality, we know the quality at the WWTP, and if we have another well to test and give us an idea of volume and quality, our wellsite would be in between those two. **Melling** – if we have information, we also have a well, only 150 feet deep, but the quality is the best of any other sources. **Mayor** - we are using that for comparisons. With LeBaron, we may go back to buy the well, but either way we get the information. **Wilkey** – we are paying to have that tested. **Jonathan** – we ran a camera down; they will have to clean it up a little before they test pump that well. It is grouted to 250 feet. **Mayor** – it may produce 600 to 800 gallons a minute. We have the money for the well, but now we have to have a pipeline and a trunk line. There is \$1.9 million that Mayor Maile Wilson-Edwards put in the budget and \$2 million I put in. **Wilkey** – when we put in the test wells, was the money included? **Mayor** – that was confusing, the money was put to the test well fund, but not the well fund. If we drill and fail, we fail. **Wilkey** – we have the test well pot, the \$1.9 of Mayor Wilson-Edwards and the \$2 million the Mayor put in the budget. **Jonathan** – I took that completely from the test wells, not the production wells. **Wilkey** – if we put the well in it would come from Maile's \$1.9 million. **Melling** – if LeBaron's quality is like what we see at the WWTP, we would be better to drill a production well. **Paul** – that will have to come back to you. **Melling** – a challenge at Quichapa, we are putting a lot of pressure on the infrastructure, are we contemplating a less hefty spec for the line in the well and putting boosters along the way. **Mayor** – we need to deliver water to the bottom of 2300 west with 120 lbs of pressure, we need to go around the valley at the "Y" and go up 2300 West. There will be a T, probably a 24x18x8 T that's 24 PBS or 120 pounds of pressure which is fairly low pressure. When we get to Mellingville and we build the little pipeline from 2300 West over to Gemini Meadows, we are going to have to boost it, our pressure when we tie into Gemini Meadows is going to be higher, so we would build a booster there and the valves would open and the excess water would go to the tank at 2300 West. **Melling** – what is the increase in elevation and can we put a booster if

needed. **Mayor** – it is fairly flat. **Jonathan** – we haven't looked at that yet. **Mayor** – we will use the well pressure, not a pump station. 120 pounds of pressure is a third of what we are doing at Quichapa. I would do a DR115 pipe there. **Melling** – and that wouldn't cost more. **Mayor** - Less. **Jason** – we have earmarks for wells, but no earmarks for connectivity. **Wilkey** - for water north do you intend to put that in the budget? **Mayor** – I intend to put in a pipeline, Jonathan is working on the design through our property to show how far we go to pick up the wells. If we decide to go further after it runs for a few years, we will do that. I am guessing \$3 to \$4 million to put in the lines. **Jonathan** – we haven't run the numbers, it would start on the Districts line north through the WWTP and spurs to pick up the wells, it is a 24" and drops to 18" and then to 14", that is how Andy has drawn it. **Mayor** – by the WWTP, drill site B is east of the WWTP, wouldn't it be better to go over the bottom and pick up that one well. **Jonathan** – we have concerns, that is so close to the Clark's wells. **Melling** – is that in use or not, one has collapsed. **Wilkey** – if we drill a well, where would it go? **Jonathan** – Well #1. **Wilkey** – that is where we have a pad? Yes. You want to budget to pipe there. **Mayor** – I want enough vision for 3 wells, if one is LeBaron that is ok, I would like to go as far north as it takes to pick up 3 wells but start with one. I don't like elbows, and I am proposing a bigger pipe with a box. **Cox** – I am assuming that is where we have an easement. **Mayor** – we can go where we want. **Jonathan** – we are following property/fence lines, it would cut through the property that is being irrigated. **Riddle** – we can do that in the agreement. **Jonathan** – this is a general idea, thrust blocks fail with high pressure. **Mayor** – I want to watch and see what it does for 20 years, it will be someone else's term beyond mine. **Melling** – peak production capacity is within 1 million gallons a day of the peak demand. **Jonathan** – during the summer we are right on the edge. **Melling** – if we get two wells it will add a lot of cushion. **Mayor** – the first production well and power and water. **Melling** – if we have more cushion on the production side it gives us forgiveness on the storage side. **Jonathan** – we are good with storage; it is the supply side where we have the deficit. **Mayor** – this can soften the use of the Enoch well. We will have the capacity for 6 wells in our pipes. **Robbie Mitchell** – one thing to consider, the State is requiring us to chlorinate 100% of our water, I don't know if the District chlorinates theirs, if not, we will have to plan for a chlorinator after all the wells come together. **Melling** – we have them at the WWTP, can we coordinate off that capacity? **Paul** - no. **Mayor** – if the District doesn't chlorinate we will chlorinate at the tank. **Rob** – when you tie into the District's line, your first connection is at the WWTP, you have to have chlorinated water with the proper contact time before the first connection which is the WWTP, if the District doesn't you have to have a chlorinator with enough contact time which is velocity and pressure, and if you can't do it in a pipeline you are going to be looking at putting in a tank. It will have to meet state regulations, now it is 1.0 on chlorination at the first connection, you will have to think about a chlorinator and possibly a tank and a booster pump, if it is already chlorinated that is good. **Wilkey** – what does a chlorinator cost? **Rob** – I am putting in a small one at Enoch right now and it will cost between \$25,000 and \$30,000, but that is a small 150-pound chlorinator feeding five or six pounds. **Paul** – the chlorinator is a minor expense, but it is important. If you can pull it off without having to put in a tank, you save a lot of money. If you could figure out a place in the line to put a chlorinator in and get the proper contact time that would be good. **Rob** – we use the pipeline as the contact time, but I don't know the distance, it would have to be after the closest well and calculate it from there in. **Mayor** – it is 3 miles of pipe. **Rob** – we have 14,040 feet coming down the canyon and it isn't enough time.

**WATER EAST:** Cedar Canyon, they are drilling below Milt's, Andy is very excited, it is alluvial clay, we are going to gravel and seeps through the earth and cleans itself. We hope to get 400-500 gallons, small wells, and shallow depth. **Melling** – Andy said yesterday, we are getting the drilling, it goes down 100 feet, then 40 feet of clay and then gravel. **Phillips** – what property does the city own on both sides of SR-14. **Wilkey** – the well being drilled is a production well. **Mayor** – we are calling it a test well, but to production standard. There are a lot of amazing parts, it is on our property, and our water line runs right by it, and we have 3 phase power. We also have a water rights there we didn't know we had. Our line is a 10" line, we are struggling with contact time and velocity with a 10-inch line. Once it gets to the bottom of the canyon, it Y's and has to go to the Square Mountain tank. We are hoping to take the tank at the bottom of the hill and feed the water into that tank, so we can get more velocity. **Rob** – there is an old red one and then a new one. **Paul** – that would take a substantial amount of money to rehab that old tank. **Rob** - the estimate was \$1.5 million to rehab and \$2 million to build a new one. **Riddle** – would it be useful to build a new tank in that area. **Rob** – we would have to have a lot of work. **Wilkey** – what is in that tank. **Rob** - that goes into the north system. The wellfield that comes from Enoch goes to 3200, there are multiple tanks that go on each pressure system, the north system goes into the tank above the Golf Course and it is a holding tank. The north system gets used and has water then the upper north system, the cut off is 200 South, this feeds that, but it is fed off the Enoch well. It feeds from 200 South north. Our water system is very complicated, it feeds the bottom of Fiddlers. On the west side of I-15 is fed from that, the north system is the largest system. **Wilkey** – the pipeline down the canyon doesn't feed the north system. **Rob** – there is a booster pump at the Golf Course, it goes into the north tank, down the north system, the booster at Golf Course takes it out of the north system and pumps it to the Square Mountain Tank. **Mayor** – but you only push 1,000 gallons because it is not a dedicated line all the way to the Square Mountain Tank. We will need a new pipeline to just feed water from the Canyon up to the Square Mountain Tank. **Rob** - my goal is to get a transmission line and then distribution lines throughout the city. Everything doesn't go to a tank; we have it go to a connection. **Phillips** – what property do we own in Cedar Canyon. **Melling** – 120 acres on the east side. Where would we put a pipeline. **Jonathan** – we could stay in the right-of-way. **Rob** – it is in the Creek, and when it floods it is a problem. **Jonathan** - we have property lower down also. **Mayor** – you can take the waterline along the highway or where it already runs. The plan is we have a pipe, power and a well at Milts "A", Robbie will make changes at the tank, and we will put it there. We will suck out of the north tank and pump it through a distribution line, that will help get contact time on the chlorine. It won't solve our well problems. **Cox** – you chlorinate at the tank? **Rob** – no, up the canyon, the tank is to get the contact time. **Melling** – as we worked on the water master plan, over time are we planning that we could better reduce the reliance of chlorinating in transmission lines and do it in tanks? **Paul** – Robbie brought it up on the transmission versus distribution. We have problems with Quichapa, you cut off entire subdivisions. We have had a hard time not keeping them on the transmission line. From a staff perspective we have had a hard telling them no because there is nothing on the books. We would love to move to that. **Melling** – I don't like having major lines going up hills, there is a lot of cost and the maintenance. If we contemplated in the production areas and boosting there. If we plan a tank between the well field and the first connection is good for me. **Mayor** – there are always sweet spots with water pressure. You want to use the pressure of coming down a hill. B uses everything existing, but A cases the well at Martin's Flat, so we need to case the well and do testing and do battles with the State. It is a big well that produces a lot of water. **Wilkey** – are you not casing at Martin's Flat this year? **Mayor** –

yes, my hope is that we can do the north big well drilled and put it online, buy LeBron's and put it on line, the small one by Milts and then case Martin's Flat. That is already budgeted. Next year there are a lot of things to do in the canyon, chlorinating, I want to use the canyon and design a complicated system, we have a big well at Martin's Flat, we can put 6 alluvial wells around Milt's that is 3000 to 4000 gallons per minute, but we need a new pipeline, chlorinator, filter system, they are all complicated and expensive, I want to do the engineering to develop the canyon. We will in the meantime improve it a little and study the canyon. **Rob** – we do have to update the existing chlorinator. If we add any more water, we are going to have to upgrade that one. **Wilkey** – even if we put it in the tank? **Rob** - yes. The dosage I have is maxed at 10 lbs a day which is 1,100 gallons per minute. **Phillips** – but we can put it in the same building? **Rob** - yes. If any water is added to that it has to be done. **Wilkey** – will the new updated chlorinator work for what we are doing. Can we do it to handle the 6 wells. **Rob** – I would build it now for the maximum capacity. **Paul** – that is why you need to spend the money on an engineer. **Rob** – you have until March of 2025 to have the chlorinator done or you will have to turn the springs out. Parowan is building one now without a chlorinator it is going closer to town, it is \$3.5 million. If we are looking at 2,000 gallons a minute you are looking at \$7.5 million. **Melling** – depending on how the well does, to convert the springs to underground rights and do shallow wells. If we have to spend \$5 or \$6 million, that is about 15% of the water supply, if we did shallow wells, could we do 8 shallow wells where the springs are and convert the springs to underground water. **Rob** – I hate giving up free water, but it is your decision. Do we give up springs and transfer them to well. **Melling** – the screening has to be for all spring water. **Paul** – yes. **Mayor** – I want to master plan the canyon. **Phillips** – we don't have money in this year's budget unless it comes from an existing budget. **Mayor** – it will be in next year's budget. If we build something before the grand system, we want it to work. **Rob** – if you hire it out right now to design it you won't have it online by March 2025. I ordered parts for Enoch Well in July or August and I am still waiting on two components. **Melling** – the filter would need to handle Cluff Springs and Right Hand. **Rob** - and Lunt's. All three wells come in west of the road before Milts. It would have to be below that. **Melling** – it is a state requirement to have a filter for this. **Rob** – it is a Federal requirement. **Melling** – what does it filter out? **Rob** - anything contaminants from surfaces water, E. coli, giardia, crypto sporidium. Right now I have to test, I have to do a MPN, which is that they count the colonies in there and crypto sporidium, I have do that every month starting this month, I have to take those before the chlorinator. That treatment plant will take care of any surface water influence that we have. **Melling** – chlorinator doesn't kill that? **Paul** – We asked the state if we put a redundant no we asked. **Melling** - the feds want us to increase our carbon footprint by pulling water from the deep ground, because the moisture that the lord gave and released upon the ground, even if we kill everything in that, is not suitable for human consumption. **Wilkey** – can we handle summer demand without the springs. **Mayor** – that is why we need small wells below Milts and the wells to the north. **Rob** – those springs were turned out the first of July last year, we turned them in the 27<sup>th</sup> of December, and we did get by. **Melling** – as part of this plan I think we need to consider the burden placed on us to use surface water and the benefit of converting it to an underground source. **Mayor** – how do you drill when you have water still coming out. **Cox** – do you know the maintenance cost of the filtration system? **Rob** - I don't, I have toured several systems, I have not asked about the maintenance. The cartridge filter when it gets plugged up you take it out and put a new one in. There is only one manufacturer in the state for the filters. **Mayor** – do you understand the dream, one small well, change the tank and get the plan. I am guessing \$10 million; Paul will probably double that. **Jonathan** – what

about the extension for the State was it for chlorination or filter? **Rob** – it was the filter; the EPA is set in stone; the extension is on the chlorinators out west. **Melling** – the EPA is the one that wants us to increase our carbon imprint. **Rob** – we are required to chlorinate everything, spring water, well water, 100% of all drinking water. **Wilkey** – so you will be asking for that money? **Rob** - the two I am talking about are in this budget, I may have to ask for more money depending on what is designed out west. **Mayor** - even if we had all of this and we weren't pumping at Quichapa, if you pump it at all we need a chlorinator, but we don't need a chlorinator that handles 380 pounds of pressure if we take it to the Y with the District because it will reduce it substantially at that point and their tank, and then we will boost it coming up 56. There is a lot coming down the road.

**WASTEWATER TREATMENT PLANT:** **Mayor** – we went on a tour in Washington County, it was fascinating, and it looks like a simple system, put water in and it runs through the sand and it cleans itself up to type 2. We want to take the WWTP's 3400-acre feet of water and run through the filter and it can irrigate lawns. My dream is to build it and do so immediately. I would suggest we ask for proposals and see what it would cost. **Phillips** – would you have to build a building. If we do this, we need to design it better to take the sane out. **Wilkey** – is there a way to design it with lines inside that the truck hooks up to. **Melling** – our WWTP is a lot cleaner than theirs. Their suspended numbers are 12 and then 5 after the filter, ours is 3. **Wilkey** - any estimates? **Melling** – ours wouldn't have to clean as much. **Wilkey** – this would qualify for completing a system for the pivots. **Melling** – it could. **Mayor** – I think it does. **Melling** – as long as it has an ag component. **Paul** – it wasn't AG, it was for reuse. I think you have enough money in the grant to have it designed. **Jonathan** – it has to complete the project. **Wilkey** – the design would not complete the project. **Melling** – we can include the design. **Cox** – we wouldn't design it if we didn't want to build it. **Wilkey** – by adding this does it complete the project? **Jonathan** – if we build the sand filter and do what we are now doing does it qualify, I will ask at our meeting. **Melling** – we acquired a lot of water rights and would like to provide that for existing residents/water users. I am wondering if now or in the future for this type of project that would allow us to put water in the culinary or irrigation system, would that be something we could use water acquisition funds for? **Paul** – they are restricted, but you control that. Currently they are only to purchase water rights. Think through the sources for funding, if you start moving water acquisition money, the ability to purchase water goes away. You may not be able to pay your debt for the purchase you made. **Melling** – I am good with that, impact fees are restricted, but in the future if recapturing water could be included. **Jason** – our general fund is an umbrella for all entities, but enterprise funds have boxes and have barriers. Sewer and water cannot give each other money, they can loan each other. We need to find out legally if when the sewer plant cleans and moves water, does it pour out at the plant. The sewer plant itself can clean wastewater, distributing it and moving it would have to be researched for restrictions. **Paul** – part of the WWTP is required to dispose of the wastewater. Once Eric pushes it out of the plant there is still pipe distribution and we paid to put all of that in. **Wilkey** – will it require a lot of maintenance and personnel. **Eric Bonzo** – I have never run one, there are a lot of systems. I don't know the cost of the maintenance; St. George gave us simplified labor and cost. If you start removing the sand out, it took them 5 weeks to get the sand out. **Wilkey** - what do you do with the sand when it is taken out? **Melling** – there is a machine that cleans it all the time. **Mayor** – I don't think it would be horribly expensive and we can use it to water grass. I want to do an RFP and have them send us a plan on what they would do and what it would cost. We have \$1.3 million in the grant, \$1.9 million for engineering to change from

type 1 to type 2, they also have a large balance in their fund. We have talked about a way to utilize the effluent water better. I want to run a pipeline up 2300 West and put it in a pit, recharge, and then to the pump by the carwash to put it in the lake on the hill. **Wilkey** – couldn't we add that to the impact fee. **Mayor** – there are people that want developers to put in secondary system pipes. **Melling** – secondary systems are expensive to maintain, we could have it for the schools, parks, etc. **Wilkey** – what borrowing power would he be able to handle. **Jason** – the plant is well run financially and has been since before I was here. The money is to save for plant expansion, I don't know if we want to have cash on hand to do that. **Eric** – we are 4.8-million-gallon plant, we are about 40% of that. Kit did a study, and we were thinking 2036, when we hit 80% the state requires us to gout out for a plan. **Paul** – that is why the healthy fund balance, we want to mirror the existing plant from 4.8 to 6 or 7 or 8. It will cost a lot of money to mirror the plant, basically build a whole different train for the volume of water we need. **Eric** – our headworks building is a size for 4.4 MGD, so 4.8, its already .4 400,000 past the limit, so if they look at a plant profile and see what we need, there are a lot of things to look at. Your disinfection system is going to have to change, the headworks building is going to have to be expanded dramatically, new ditches put on, and then you start going into the solids handling, there are a lot of different aspects that you look at. Right now, we are using anerobic digestors because that is what we had in the beginning when we were a trickling filter plant. Is it optimal, not really, it does get us some reduction across them, but you know you probably will have to look at going into a whole new solid gravity thickener tank. There are a lot of different concepts you will have to look at at that time, and it is going to be expensive. **Jason** – I can estimate the bonding capacity, but we need to contemplate plant facility expansion, and there are new regulations to follow, it is not negative on the sand filter, but we don't want to bond for filtration and then come to you in 5 years with a \$50 million plant expansion. **Paul** – for funding you may want to leave your enterprise funds alone and use the impact fee money. **Mayor** – I have a meeting with Nate Moses about recharging money. I want an RFP to see what it would cost and how they would do it. **Eric** – we need to look at operation cost, including added chlorine. **Mayor** – they addressed it to some degree yesterday. **Melling** – I would be curious to see the numbers with the TSS being so much lower for us. **Eric** – sand filter is a proven method, is it the best, probably not. Everyone I talk to says go with a cloth membrane, it costs more but in the long run is better. **Mayor** – the sand filter with 3 basins is what they have, and they will fit the third one with a membrane, the process is similar as is the building. **Riddle** – our one system may not be better. **Melling**- it may change what system is better for us. **Cox** – consider the O&M costs also.

**Melling** – I just got a text from Paul Monroe and their system is chlorinated.

**GYM:** one subject I get asked about a lot is, are we going to do anything with gyms, there are a lot of opinions. The proposal on the table before where citizens signed petitions, was the plan to add on to the Aquatic Center, the pluses they say is we can use the lobby and restrooms and dressing rooms for the ball players. **Carter** – the footings and two walls are in. **Mayor** - I don't think you can use the walls, there may be footings. **Paul** - that is how it was built was to be added onto. **Mayor** – don't you have to build a wall to put the roof on. **Jonathan** – Paul said it was built and designed for that roof. **Wilkey** – at the end of the day I would like to see the gym go here. As far as this year's budget I don't think we can do this. We spent the money on water. We can't pay cash; we can't borrow without affecting taxpayers. **Riddle** – no matter how you build it, it will affect the taxpayers. **Wilkey** – with

the County trying to figure out the jail and the School District trying to figure out their stuff, we need not do anything. **Melling** – if we do a metal building addition to that, is there a cost-effective way to do it through RAP and Park impact fees. **Paul** – I don't think so, we had it redesigned, it had 3 gyms and amenities upstairs, wall of windows on the north side. That is what the city moved on and backed off. We asked the architect to get rid of the amenities upstairs, get rid of the walking track and exercise stuff and just the gyms and it is still a \$5 million price tag a year and half ago. **Cox** – I have always said we need to take care of our needs before our wants. I echo Mr. Wilkey, now is not the time. I don't know if we should be in the business of recreating a small portion of the city. What population percentage uses that amenity. It adds to the city, yes, but it has to be convincing to me to overcome the needs with the wants. **Melling** – we have park impact fees and RAP funding are used for wants. **Cox** - to bond for it, I don't think you finance the purchase of toys. **Carter** – if you could make the toy payments with the money set aside for toys, but there would be no other toys. **Jason** – you have four methods to bond for recreation, go before your voters with the GO bond which is what happened with the Aquatic Center. Cedar City can use sales tax revenue and bond with that, you can bond with recreation impact fees and RAP fees, any of those methods can be used. **Wilkey** – if you bonded with RAP Tax or impact fees, you wouldn't have much left over. **Jason** – when we were talking \$6 million, we had the cash to pay for it, with \$12 million it is more complicated. **Paul** – impact fees fluctuate, to say you couldn't buy anything else during the bond. RAP is pretty steady. **Melling** – RAP will be used for P&R about \$6 million over 10 years. **Paul** – over the life of the RAP tax it has increased. **Cox** – I am not opposed to gyms, but only in favor if the stars align, it is a luxury not a necessity. **Mayor** – you were involved, and they said put it on the ballot. **Riddle** – the intent was to put it on the ballot, we didn't say do not do it, we got 3,800 signatures that said put it on the ballot. **Wilkey** - if it had come out of RAP and impact fee money only, would it still go to the voters. **Jason** – we had the money, but the rates were low, so we were considering options. **Wilkey** – they have said tax for RAP, if it was to be paid for just this money so I don't see why we would do a petition. **Cox** – trails can also be built, there are other ways to spend the money that are more beneficial. **Riddle** – I have the same opinion, I voted for pickle ball courts, I have seen sunny days with no one there. We do section out no matter what you do. Not everyone in Cedar City goes to a park, but they can. **Mayor** – pickle ball courts were paid with RAP. **Jason** – the county also gave money. **Riddle** – we always say put it at by the Lake because we have parking and restrooms. We have had public outcry, everyone says we are putting things west now, but the land and water was given to us. People to the north jump me every time they see me, my feeling is the same, I would like to see if we go down the gym road, I would like to see it to the west and one on the north end of town, the people on the north end of town don't make their way in. The low-income kids don't have a way to get to the south interchange. If we made them accessible with good amenities, they would be used. I know the Rec people think differently. We should incorporate something smaller, something nice. **Cox** - it is one thing to pay for the building, but there is O&M also, we need to consider the long-term cost. **Melling** – when it comes to recreation generally maintenance is a pain. The project that should take priority is for those that people can use all the time, tournament, centralize doesn't matter to me. The money could be spent to benefit a lot more people. **Phillips** – I have long stated that quality of life is important. Mental health, agility and happiness are important parts. I agree with Mr. Wilkey, it isn't the year. I do believe if we do it, we should consider the Lake at the Hills, I am not in favor of satellite gyms. In future parks, why don't we put outdoor courts, we have 300 days of sunshine. The Paiute Tribe put courts in, they have lights that come on and off and the baskets have adjustable

heights, you can do that for \$25,000 to \$50,000 and I think from here forward we should put outside courts at the parks. **Melling** – they don't need staffing, but there is maintenance. **Mayor** – I like the idea and am frustrated that we don't have city leagues without imposing on the schools. I said let's put them around town, gyms big enough for high school courts, I agree we should have outdoor courts. I don't like the Lake at the Hills for basketball courts, I don't want 6 teams dressing in one dressing room and have it for the pool dressing room. I think we have aquatics for aquatics. This could be built on the north end of town, or at Burgess field, it doesn't fill neighborhood needs like a rec center. I like it and support it; I wish we had put it on the ballot 3 years ago. I am nervous about doing it without putting it on the ballot. I think it will pass. This building could be built for \$3 million dollars and get 5 courts. They are pre-engineered and calculate the loads. When we go to engineers, they want something specific and unique to them and they want it beautiful. You build a building, doll it up on the front and you do it in a building that can be done easily for \$3 million. **Melling** – I don't know anyone that plays basketball that cares what the building looks like. Going forward, we need 10 to 15 unisex rooms because of all the issues going on. **Ken Nielson** – my take is I love the concept of multi gyms, we are in the business of programming. We can put a playground hoop at a park, it doesn't solve the 900 hours in the schools. I like the multi gym concept, one gym won't phase us. We started recreation for 1<sup>st</sup> and 2<sup>nd</sup> graders last year, we had a lot of requests for that so we tried it, we had 70 kids. The second year we had 280 kids. You play Saturday, we are in the two middle schools, we are pushing 900 hours and we don't always get our times because of their programming. I love multi gyms and the concept of creating revenue, I have been in the basketball world. There are a lot of tournaments and funding to be had with multi gyms. Iron West will house soccer tournaments, like baseball will bring in a lot of money. The concept is multi gyms is what Kat needs. You can practice on half court. She also has volleyball. We worry about the kids. We have needed a gym in the city for 30 years. I would like to say thank you for looking at multi gyms and bleachers, without it we are limiting ourselves. **Phillips** - wherever it goes, we need to have a ticket space somewhere, and you need concessions, so keep that in mind. If it were to go, would your rec person be able to be here instead of at the Aquatic Center? **Ken** – yes. All the registration and taking of money is at the Aquatic Center. **Paul** – the rec guy used to be by Hermies. **Melling** – entry, it is a single point, that is security. **Ken** – I want a short window. **Cox** – I assume the gyms will be multi use. **Ken** – it is designed for basketball lines, but they have different color lines for different sports. One concept I would add, storage is a must. Pickle ball standards in a gym have to be rolled out. Wrestling mats don't store well, they roll up and you need two doors. The multi gyms in the same space is good. **Wilkey** – in a perfect world, the new concept or the old? **Ken** - I like 5 courts. They also need a curtain between the gyms. **Wilkey** – in this next year we will be designing the north park, if it was separate from the Aquatic Center, would you want it out west or north? **Ken** - north, easy to get to from the freeway. **Mayor** – it could look pretty from Main Street. I would like indoor basketball courts in the city. **Melling** – I am for not paying engineers for this.

**100 EAST BYPASS:** you all know the problems with the road, the Forest Service parking lot. There was a meeting today with Senator Romney, Lee and their Chief of Staff to meet with the Forest Service today and try and get something worked out. **Phillips** – will they get back with us? **Mayor** – yes, this has been going on way too long. The school is on the side, and they are required to do something with the road behind them. The BLM wants the Forest Service to give them money. We can build around them and line it up to the north. **Paul** – we have the right-of-way on the north side of 900 North. **Mayor** - if we went through their

parking lot we would still have to jog, so it doesn't matter which way we go. **Phillips** – are the buildings the existing BLM buildings? **Melling** – yes, the BLM needs the money for new buildings, that is the issue. **Mayor** – if they give us the back part they are done, we will put it in the road and pay for it. **Phillips** – where is the proposed SUU building going? **Paul** - it goes on the putting green, if we got this property we could approach SUU and shift and not interrupt the putting green. **Mayor** – we get 100 East corridor, what we don't get is a developer paying for the road. The Forest Service will give us an easement for the road. **Phillips** – this will accommodate the American Preparatory Academy Building? Yes. **Wilkey** – will we have to pay for the property. **Paul** – we get it in the Recreation and Public Purpose program, we pay \$1 for 99 years.

**FIRE STATION:** **Mayor** - they would like another fire station. They bought property on Westview Drive; it was a good buy on the property. I put money in for design and architectural work, I think it is premature. **Melling** – my understanding is we funded that with the future north station remodel or revisions would be similar or identical and we would get two for one. **Phillips** – if it meets the needs, it will have an area for the Police. I was involved with the design meetings; it was around \$583,000. **Wilkey** – does that include when we build it the construction management. **Mike Shurtz** – it does. **Phillips** - it took design phase and schematic through construction. We met with mechanical, landscape and structural engineer people to see the needs, what the city wants on both the fire and police side. There was some preprogramming done by another firm two years ago to give us an idea, they bid and did not get the project. We knew we wanted offices, evidence rooms, etc. It was a great meeting, and they will meet every couple of months. My thinking is the two big developments across the freeway will bring a lot of homes. We need to have it designed and ready to go, we have been successful in the past in building fire stations, but they have to be ready to go. **Melling** – I agree, we have low coverage, low density, new construction with lower risk, even if we build a station, until we can staff it, it doesn't do us much good. Like the north station, which is higher density, we are not able to staff it. **Phillips** – I believe the firm designing the building would do it, but we don't have property. **Mike Shurtz** – the existing station is problematic. **Wilkey** – the city increased the impact fee amount; it was around \$100. How much do we need to continue to do to collect them. **Paul** – you are supposed to refund them if not spent in 7 years, you can pledge them to debt and steps to the ultimate goal. We spend first in, first out. **Wilkey** – the increase we put for the fire station; does it have to go toward the fire station? **Paul** – it can be facilities and fire trucks over a certain dollar amount. **Melling** – if we do need to look for land on the north side, Enoch's ordinance with larger development is favorable to public buildings. There is a new PUD south of Fosters that we could maybe get for a discount or free with Enoch's incentives. **Randall** – you may remember that we did approve an interlocal agreement that brings in additional revenue. I would recommend if you put one outside Cedar's jurisdiction I would recommend a longer agreement, this one is 5 years. **Melling** – if we are only a mile north of city limits, we are closer to our residents. The risk of them spending \$10 million on a station and \$5 million on apparatus, I don't think it will happen. I would prefer to be in the city limits. **Wilkey** – is there a reason we could not plan for a north station. **Mayor** – the Fire and Police Departments are excited about the south site. We don't even have an interchange at Hamilton's Fort. My opinion is they need to be in the middle of the city. **Paul** – we need to check the facilities plan, it is to build a fire station, not for a specific location. **Phillips** - we talked about visiting our impact fees on an annual basis to review them. They should be coming soon. **Chief Adams** – when Chief Phillips brought this up initially, we talked about

collaboration, it is beneficial to have a footprint in those areas. Our highest call volume is in the south end because of all the retail. For us having a smaller substation, initially we won't have people there full time. We have accidents on the north or in the center of town and we get a theft in progress at Wal-Mart, and we don't make it. We want people on both ends. Chief Allinson wanted to segregate and have a north and south station and that became problematic. We have calls all over the city, so if we can have officers based out of the north station it is beneficial. **Shurtz** – we are based on response time; we want to get ahead of the curb. **Mayor** – that means you have to have people and it would take a million dollars to staff. **Phillips** - that is the same on the north end. **Shurtz**- we do have coverage on the north end, it may not be adequate, but we do have it. **Mayor** – do you have them respond to the north station? **Mike Shurtz** - yes, we have volunteers assigned to the north station. **Phillips** - what would be the ideal location on the north end, would you want 3000 North, Old Hwy 91. **Mike** – Chief Phillips could speak to that better, it is more toward the 3000 North area. **Phillips** – as we look at the design process find property that would work on the north end with the design. It will take a year to year and a half to get through this process. **Mike** – it is not our intention to put building construction in this budget. **Riddle** – I was appreciative that we purchased the property last year. I wonder if we can remodel the north station and make it useable for a longer time. I know some things don't work. The ladder truck does not fit, we would have to redo the roof. I wonder if we could make it adequate for a time. I am concerned about the amount of money, yes, we do need to consider one on the south because of the growth, the west is covered with 800 North. The volunteers do well with what they do, it takes a little longer to respond. I am glad you are looking at plans, I did think it was a little premature, but I don't foresee construction costs going down, material or labor. How often do we ask employees to take a 6% cut in pay, that doesn't happen. We need to be wise about when we can build it and I know you are. **Cox** – the insurance rate is higher at the south end of town than the rest of the city. **Shurtz** - the entire city enjoys the same ISO rating. If a building is outside the 5-mile radius they may get rated higher. ISO is difficult to quantify, but distribution of stations, equipment and people, there is room to improve and growth impacts that, it is looked at every time they come. **Cox** – what is the response south of Wal-Mart. **Mike** – we are positioned better to respond to Wal-Mart with this property, but it is more about the residential development. **Cox** – how many developments are there at Shurtz Canyon? **Phillips** – both have about 5,000 lots. **Cox** – I would want to be ahead of the game. **Mayor** – would you move people or want new people? **Chief Adams** - we would staff people there. **Mike** – we would not move administration to that station. **Cox** – would we lose partners in the interlocal without building on the north or the south? **Mike** - I don't think so. **Wilkey** – I applaud the city for the purchase of property and for the design, hopefully the plan will still be good in a few years. The reasons to Wal-Mart you have to go through a neighborhood. **Riddle** – I know the stations in Vegas have changed the way they store their clothes. **Mike** – there is a bill gaining traction that would allow, it was originally for EMS to institute sales tax for Fire, it is similar to RAP Tax, it is in private committee now.

**FIDDLERS PARK:** **Mayor** - I asked Paul if we were in agreement, and he said yes. **Paul** – I will be bringing it to you for approval. The bare bones, we would get the property and across Main Street, we give them the property up the hill and promise to fill in the two unused former drainage facilities, and when Wedgewood grows to the north, we would stub in access 50', that is the basics. I am trying to find out when they are going to subdivide it, it has to be subdivided to change deeds. **Paul** – the piece up front on Main Street is for retail, the back side is for park. **Melling** – this would still be one of our larger parks. **Paul** – there

are a lot of folks on the north side that want to plan the surface and amenities, I know Mayor Green wants to get it to plant grass. Whatever we do we need to put in the road and move electrical and sewer infrastructure and a bridge over the channel, that would be the best place to start before you decide what amenities. I am guessing the property is rocky and we may want to excavate some of that out. **Melling** - when we talked about general plan crossings, we did not include a connection of this property, and UDOT would weigh heavily on our general plan. **Paul** - I would put a roundabout and not connect to Main Street. **Melling** - we need to be sure we are not connecting on Canyon Center within 150 feet of Main Street. **Mayor** - SITLA did retain the two lots at the traffic signal. **Wilkey** - there is about \$1.5 million, when we talk about general improvements, water lines and roads, we can't use RAP Tax or Impact fee to improve commercial. **Paul** - the access road will serve both. If you stub utilities, we would budget out of a separate fund. **Wilkey** - Fiddlers Elementary held an assembly, there is a lady that lives up north that went to Fiddlers Elementary, she is a landscape architect, and she would volunteer her services. She went to Fiddlers Elementary and assigned the cities to work with their students to see what they would want, the kids were excited, she asked me where to take it from here, I told her to the Leisure Services board and see if we can get some of those things. I told her that the city did not own the property. People on the north end say that Schmidt Construction wants to donate work. **Paul** - the donations are great; they often don't work out. **Ken** - I got an email saying they were doing it for McKenna, I am meeting with her next Friday. The mayor has been good about getting opinions, we like all kind of concepts, but we want the curves where we want them and worry about playground and swing sets when they come. **Paul** - McKenna had a zoom meeting with the Mayor, Ken, Jonathan and I and she offered her services, and she wanted local feedback. **Ken** - we had a meeting with Leisure Services, and we have ideas, and we will continue to put those out. **Melling** - the biggest issue, by the VA Cemetery we developed 5 residential lots, we are not great salespeople, I worry if we are developing commercial lots that they won't be want we want, especially if they don't meet dimensions. I have looked at other sites where 250' depth or parcel out the entire commercial site and put it for sale. I get nervous about us getting into the development business and not having a developable product. **Mayor** - we need to get the property, we are committed to filling up the holes, Eric and our team can do that. Once that is done, we can lay it out. We need to see where our lines will be and put access behind the front lots. The problem I have, we have proved we can dig holes and move dirt, I would like to get that done. They are doing the engineering on what we need to do. After that is done, there will probably be a road on the north side of the creek, and once they see the size they will have ideas. The plat of this property is very important. **Mayor** - the subdivision process is separating us from SITLA. **Paul** - SITLA holds all the property in one big chunk, it is splitting off the property at Main. **Mayor** - we were moving out west; this will be more sluggish. **Wilkey** - any money being budgeted for this park? **Mayor** - I don't know.

**SOCCER FIELDS:** **Riddle** - I know Fiddlers is way off, as we go and do these and, in a year and a half have a soccer party. As we do that, I know we have good conceptual design, I would like restrooms to be the first. The first time we have to pay for a porta pottie we should get kicked. **Mayor** - I would like to offer to Joe Burgess that we build a restroom if he builds the pump station. I want to irrigate the grass out of the ditch and build a restroom. **Ken** - I approached Iron County Tourism about the light pole bases, we want to get those in place before we have to tear everything out. I have a meeting on February 21<sup>st</sup>, they were happy to join in on that. That should happen before the restrooms. **Mayor** - we ran conduits and

power, so you just want the bases for the light poles? **Ken** - correct. **Phillips** – what Joe Burgess and Alex Meisner are doing is coming closer to this.

**AIR SERVICE – DELTA ESSENTIAL AIR SERVICE:** **Mayor** - Scott and I have been working with this, we have a meeting Tuesday morning, our consultant is coming. **Tyler Galetka** – he will be flying into the St. George Airport from Dallas Fort Worth; he will meet here in the morning before we go to St. George. **Mayor** – our essential air service ends next year; we want it to improve and we are meeting with them Tuesday.

**THEATER REMODEL:** **Mayor** - our building is 25 years old; we need to consider a remodel and maintenance. I don't intend to do it now. It has 250 dates booked for next year already. **Phillips** - is this Festival Hall also, it needs work also. One issue I see, if we ever have the funds in order to remodel it will be several million and extended period of time and we will have to close for several months. The lighting is not good. **Melling** – what do you mean lighting positions. **Phillips** - the biggest problem, when the building was built, we cut corners and didn't build it right. The theatre will never be able to house major projections because the flights system is not high enough. We need lighting positions. In the lobby you have uneven flooring, I would like a real rehearsal space, the basement could be used if it was done right. It needs to be painted, when we do the walls in the theatre, they need to paint the walls dark. They have been working hard to try and make improvements. It is the original dimmer board. **Dallin** - yes, and we are going away from them. The carpet of Festival Hall is out for bid now. The curtains we are putting in next year's budget. The theatre we need the carpet and there is settling. We are also at the end of the life span on the membrane on the roof, restroom countertops, etc. **Mayor** – I had a grand vision because I like the theatre, but we spent \$35 million on water. We will have to close the theatre for several months when we do this. **Phillips** - depending on what you do, it will be about 5 months and \$5 million dollars. **Mayor** – are we going to close this for 5 months in 2 years. **Paul** – that is the policy discussion you need to have, do you want to start a sinking fund for the theatre, we have them for the Fire Station, Aquatic Center, Library, it is a discussion for the Theatre. **Wilkey** – is the county involved? **Paul** - we own the Theatre; the County owns Festival Hall we maintain it and do the day-to-day operations. The county has contributed to the maintenance in the past, but they are grumpy about it. **Mayor** – we are already booking 2026, so we are at least into 2027. **Dallin** - we want to wait to close the bookings until when we know SUU's building is done. **Phillips** – it has been designed, but not to bid. **Wilkey** - if we close from January to June, you want to have everything you need.

**STAFFING – COLA VS EMPLOYEES:** **Mayor** - last year I did a COLA and Phillips gave a merit increase also. It looks like sales tax is up and down, property tax will be up a little. All the items in the budget reoccur, that is a big revenue source, and if we make a change it is out of revenue or capital. I googled the CPI, if you look at inflation it was wild, I don't know what you want to do. **Phillips** – I would think Natasha and Pual are looking at things. **Paul** - the policy direction written in the personnel policy it says we will look at merit and cola, the cola is off the URS. **Natasha** – we look at URS for the basis, they are a year behind, last year it was 8% and we did 5% with a 2.5 merit and we look at other cities and towns also. Nobody has released the numbers yet. URS usually comes out the first of January, I haven't seen it yet. **Melling** – bureau of labor statistics says 2.53%. **Natasha** – the county did 5% and plus a 1.5% for public safety and 1.5% for everyone else. **Mayor** – cola + merit or employees. The first thing they want me to do is address this. **Melling** – look at

the private sector. **Paul** – it is difficult to look at the private sector, they don't publish data, they don't have to tell you and they won't. That is where we shifted, a salary survey holds hundreds of sector's to look at a guide. **Melling** – private sector labor came down. We did a 5% cola, cpi was 4.9%, so we matched cpi. Once we get that information it will match. Look at the sales tax and look at a 2-3% merit. **Phillips** - our number one priority was employees, they are the working machines, and they are the most valued asset, buildings are nothing without them. We have to maintain and support those employees, budget will be tight, and we will have to decide between projects and equipment, and I will support people first and the other things will fall out as they do. I think the employees we have to protect. **Mayor** – other than Scott we are all private sector. **Phillips** – but we have had to raise our money every year. **Melling** – in construction they are cutting labor pay, and I don't want us to go there. **Mayor** – I have been very concerned about our part-time employees. **Natasha** – we are about \$14.00. **Melling** – I think we will be ok with that. **Mayor** – I will be very interested in getting a cola to employees than I will be adding employees. **Phillips** – I have no idea what public safety will ask, but we cannot deny the growth and we are probably in need of additional staff with the public safety sector, but we will see. **Riddle** – I don't agree with you Tyler, my labor costs have not gone down. **Melling** – in the less skilled I see the cost going down. **Riddle** – the most important thing is the employees that work day-to-day, and I hope we can do the best we can. I am concerned about water, and the employees and the best we can do for them. Public safety has to be at the top of the list next to water. **Cox** – people have to pay more to keep good people and we have had to have significant increases to keep our people. In the private sector you have the ability to trim the people that drag the rest of the people down. If we give that to our department supervisors, if we get rid of the dead weight, we can pay the others better. It is a two-way street. Most of the staff I have dealt with have been phenomenal. **Melling** – it appears the cola will be lower than in the past, if we want more it comes to merit not cola. **Cox** – I know some employees will not do certain work, that is a problem. If the department heads have the ability to control that it is good.

**EMPLOYEE “CHANGES”:** **Mayor** - insubordination and incompetence, if we have that and don't do anything about it. **Cox** – if we have employees that are insubordinate we need to be able to take care of that. Dave Nielson called and wanted to commend Jonathan and Tyler, he said this is the best City he has worked with. We have excellent people in our city. **Mayor** – I would like the council to consider the mechanism to look at this and come back to us to talk about what the city can do. It should come through Natasha; we give our frontline directors and managers an opportunity to come to the city council in closed session and say anything they want to say. **Paul** – if you are discussing an individual and you say Tom has all these flaws and we want to get rid of him you can do that in a closed session, but you cannot discuss policy in closed session. A closed session is to discuss the character, competence and fitness of an individual. We have evaluations done every year. We consistently tell the managers and department heads to rank them in their evaluation, first correct them and then dismiss them. It is written in the personnel policy, corrective action first and if you can use the evaluation tool to get rid of them. If you have a problem employee you can do evaluations more frequently. **Cox** – so we put it back to these guys. **Natasha** - evaluations are due in May to determine if they get a raise, cola is across the board. We do have employees that don't get that merit increase, the department can set up a performance plan and if they meet it, they are eligible to get the merit at any time. They can do an evaluation at any time. If they do the evaluation in May and if after 6 months if it is not improved then we go into a predetermination hearing. There is then a process to terminate an employee. **Cox** -

when was the last time a person was let go for not performing? **Natasha** – a few years ago. **Paul** – we have had employees not receive their merit and told they need to do x, y and z and then it is reevaluated. **Mayor** – it is ok to look into this, I hate the demoralizing effect when I am trying to get rid of someone, especially if I don't get rid of them. Will you work on this and get back to us to give them encouragement to make this whole place better, we don't want to keep insubordinate employees. **Natasha** - we will review those with the Department Heads. **Melling** – we want the supervisors to know they are empowered. **Phillips** – do you not feel empowered to take appropriate action when necessary. **Chief Adams** – it is wanting to strike a balance. The city evaluation form doesn't apply to the needs of our staff. When we put an officer through field training there are 26 key indicators to see how they are doing. Sometimes it is hard to get people under a 3 if they do well in some areas and not others. **Natasha** - that program we brought you has an evaluation process; I don't think we purchased that portal. **Melling** – expectations and everything, the more the individual evaluations that can be tailored to the job description the better. **Paul** - a number of years ago we had a push to redo the evaluation methods and it went from 14 areas to 50 areas, I hope we don't flood paperwork and not get a better product. **Cox** – have you wanted to do this and had barriers. **Ryan Marshall** – I don't feel there are barriers. You always have personality conflicts, so we are dealing with things like that, it is not doing their jobs, it is personality. It was 4 or 5 years ago when we had to take the action to put a person on a discipline plan and dismiss them. If they don't get their merit a lot will quit, we have had some move on. I feel like me and my division heads understand that and use it. **Mayor**- some of the things raising this comes from your departments. **Ken** – in the six years I have used the division heads, they work with the employee's day to day. There have been corrections and the employees have been engaged. I feel if we have conversations behind closed doors it is needed in extreme circumstances, I feel our morale is better than it has been. If we use the system right, it works. I have a wide variety of different things, and in my experience, they have accepted it. **Mayor** – Natasha, look and see if there is a better way, changes are not a bad idea. **Wilkey** – recently we had a fire department member publically get very upset with the city. **Paul** - we are not going to engage with mudslinging on social media. Mike addressed this by thanking him for his service. **Mike Shurtz** – we have used the evaluation for corrective action. **Phillips** – I think like Ryan said it comes back to personalities. Something we should constantly be thinking about, the only female in the room was Renon. We need to be cognizant of that and bring more women into leadership roles.

**Laura Henderson** - I appreciated when we saw the two lady police officers. It is hard for the public to not see members not represented on the council, I feel it is a missing link. I commend the PD for being cognizant with that. **Riddle** – you walk into the city office and until you get in there a while you only see women.

**COUNCIL MEMBER ON PLANNING & ZONING:** **Mayor** - some cities don't have a member of the city council on Planning Commission. **Paul** – we have been getting this advice for 25 years, you need to separate the legislative body from the body that makes recommendations to them. I have watched 4 Mayors struggle to appoint people, we get a lot of people give opinions on this or that, but not serve. Who wants to give up their time to come in and serve the public. Council members have filled that role. They have also in a positive manner been a conduit for information both ways and for the Downtown Historic folks. **Mayor** - do you want a councilmember on Planning Commission? **Melling** – with the changes we need the information coming. Same with the BOA. **Wilkey** - when I went to the

League of Cities and Towns, they brought up that, they said you are one of the cities that keeps the council member. BOA is when our ordinance in a citizen's viewpoint has stopped them from doing something. I look at BOA as a great opportunity to see if the ordinance is a correct thing or do we need a change. Right now, that falls on staff. Planning and Zoning, there are times you wonder how the council will vote. There are times when you think it doesn't matter the council will do what they want. I have never seen it as a problem. I don't see a problem. One thing great about having a member there, sometimes there is information that happens in the meeting that doesn't make it in the minutes, so you can bring the feeling that happened. **Cox** - is it a legal issue? **Paul** - no, they say it could be conflict when making a legislative decision, it is a best practice recommendation. **Cox** - I kind of get that. **Randall** - the BOA it could be a problem if the council hears an appeal, administrative decisions could be appealed, but I haven't seen it in 17 years. any participating member just wouldn't vote. **Wilkey** - where a variance comes in, I do think it is good that a Planning Commission member serves on the Board of Adjustments. **David Johnson** - when it comes to BOA, I would echo what Randall said, in Saratoga Springs we found it crucial because of the high development and growth, it helped separate it. Where the growth is happening, as we continue to grow it will be more crucial with the BOA not having a member. If there is a member it is usually nonvoting. **Tom Jett** - I think it is a mistake having them a non-voting member. If you stripped the voting, they wouldn't have the same level of attention. **Melling** - legally you aren't supposed to do it, but some cities won't let you do anything without a variance.

**COUNCIL MEMBER ON BOARD OF ADJUSTMENTS:** **Mayor** - we don't have a city council member on the Board of Adjustments. **Melling** - can we start broadcasting BOA.

**COUNCIL MEETING SCHEDULE:** **Mayor** - does anything need to be changed. **Melling** - I like how we do it and keep the people moving. There may be fewer bottlenecks in the future. **Wilkey** - I am grateful for how the city does this, I worked with a nonprofit in another meeting, and they made it hard. **Cox** - Washington City does Tuesday and Wednesday, and it moves things faster. The new subdivision process will help.

**PUBLIC COMMENT:** **Mayor** - it was suggested that the public comments go to the end of the meeting instead of the first. People on the agenda make the arrangements to be here. **Phillips** - my concern is I want a digital clock and you push the button when they start, and we kill the mic after 3 minutes. **Wilkey** - it pushes the meeting first, do public hearing items need to be after 6 p.m. I don't want to discourage people from coming. **Cox** - we are here for the citizens; they have a right to come and be heard. **Riddle** - the comments don't keep the meetings until 10 p.m.

**SOUTH INTERCHANGE:** **Mayor** - we are going to have that meeting; we don't know what they are doing yet. **Paul** - Jonathan and I had a zoom meeting earlier this week, they had a lot of ideas and we said they need a face-to-face meeting with the Mayor and Mr. Phillips. **Phillips** - I have been to the meeting and pleaded our case. **Paul** - they don't want to delay the project, but they want to meet in person. **Jonathan** - there are five options that have been put out publically.

**AIRPORT HOLDING ROOM:** **Tyler Galetka** - we got bids yesterday, we are over budget by \$700,000, low \$4,540,000, that was the total budget, that doesn't include

engineering or architectural which is about \$670,000. **Melling** – is that all on us? **Tyler** – the city pays 5%, but a portion is not eligible. The way this terminal expansion is going for grants, \$1.2 million is coming from our covid grants, it is justifying our HVAC, our expansion for distancing. The other \$3 million we had allotted was coming from our bill so the bipartisan infrastructure law grant of \$5 million, we got a couple years ago, we are budgeting \$3 million from that leaving us \$2 million for another project. We took about \$200,000 from that for fence relocation we are looking to take the \$700,000 from that grant leaving us about \$1 million for another project which we will have to reallocate. We do have grant money to back that to cover the grant difference and to cover the 5% match increase, so we are looking at that now. We are still expending some other code grants for operations. We are working through \$500,000 of CARES grant and \$700,000 in operational costs. The next bid was an additional \$1.2 million above that. **Mayor** - this is a holding room. **Tyler** – Bud Mahas was the low bid, Wadman was the other bidder.

**RAP TAX RULES:** **Paul** – RAP Tax 101, the state had statutes, they tell us what we can spend for Parks & Recreation, and broadly the requirements for ARTS projects. In the Arts world you have to be non-profit, in Parks, the facility has to be a public recreational facility. Arts has O&M costs, Parks is facilities. When we started RAP we looked around the State and Salt Lake County had ZAP Tax they had a zoo, we had recreation, arts and parks and we split 1/3 for each of the three, it has stuck for 17 years. Arts have said we want more money and parks say our facilities and the costs to build them have gone up, if you shift more to arts you get less with the parks and recreation, whether it is shade structure, trails, etc. **Phillips** – there was also a discussion on maintenance. **Paul** - you do it by ordinance, I would recommend if you did that you do it before the next round of RAP meetings. **Melling** – the vast number of organizations are using the grants to offset the costs of the Heritage Center. We give a local nonprofit discount of 35%. I would suggest if we considered the discount because it is constantly booked, it be reduced to 25%, a change in how much goes to arts would have less of a push back. **Paul** – on the Arts groups on dollar-for-dollar basis, the single largest recipient is USF, they receive the bulk of the money for arts. The number of individual arts groups that off set rent is over a dozen; Shakespeare doesn't do anything in the Heritage. If you do a percentage increase, you may not key it to the decrease in the subsidy. **Melling** – that would be part of the discussion if we saw 1/3 to 40%, Shakespeare would likely not see that increase, it would go to those that use the Heritage Center. **Phillips** – Shakespeare uses Heritage for the Utah High School Competition. **Paul** – if you go to the RAP tax boards each board will come back high. **Phillips** – I have had discussions with some of them, in our world and could be sold to the parks and recreation, we were going 60% for Parks and 40% for arts. **Cox** – I would suggest more for the O&M of the facilities than the 10%. **Melling** – we don't pay for the Heritage through impact fees, Parks and Rec has that funding also, so the 7% is felt twice as much on the arts side. **Paul** – a number of years ago the council set the 10% for O&M and then changed to 1/3, 1/3, 1/3. The council could say we are moving the money to the sinking fund for the remodel, 10% of last year is \$90,000 to \$100,000. **Riddle** – last year the RAP tax went to some things that helped with maintenance. There was equipment purchased. **Ken** – we purchased 3 infield baseball groomers. The maintenance part did the Golf Clubhouse roof. At Diamond Z was the cooling units. **Riddle** – we may not think of it as maintenance, but upgrades of what we didn't have funded. **Ken** – we come as Leisure, but there are 5 divisions. I make sure it is spread out to different areas and benefits the entire group. **Paul** – one of the maintenance first things we did was the playground equipment at Main Street park, that is maintaining. **Cox** – I would still like to

increase the maintenance. The more we build the more it costs to maintain. **Paul** – you could take the 10% to the Heritage sinking fund and then 60/40. **Ken** – look at the Golf Course parking lot, it is horrendous, that is what we look at instead of going to the budget for the capital improvements. **Wilkey** – I agree with setting money aside for the sinking fund for Heritage. **Jason** – what is the end goal for the arts? **Melling** – the combination, based on input from multiple sources we would be well served by having local non-profit by reducing the 35% local non-profit discount to 25%. The arts committee would have to make a recommendation, but the 40/60 would make the Heritage booking better and open booking dates and open funds for renovations we need. **Paul** – we can take the RAP tax receipts for the last 3 years and show what we allocated and under this system what it would look like. **Jason** – I have heard \$15 to \$30 million in recreation items. We have moved general fund money to water. We have gone through the accounts multiple times. There is RAP tax unallocated money for Arts setting. If you reduce the RAP from P&R you will have less money for the P&R projects. I won't have money to backfill it. The City subsidizes the Heritage Center. Now 10% is loosely set aside for O&M, for microphones and lighting, but Cedar City also contributes to those funds. If you need more resources for arts groups, we could look at the fund balance. We can look at rate structure and scheduling. Pulling 7% is \$7 million over 10 years you won't have in the recreation. **Melling** – my belief is the reserve is intended for some of the upgraded items at the Heritage Center. **Jason** – it is just sitting there. The council could come in tomorrow and say they want to build statutes and if you want that we do it, you can give a onetime amount to the arts groups. **Phillips** – I know the original for this, I thought the 10% for both parks and arts was for maintenance. **Wilkey** – the 10% is not maintenance money. **Jason** – maintenance is difficult to design. Paul looked that we blended definition that you can only do new facilities with impact fees and that merged with RAP Tax, we have the junky playground equipment so why not use maintenance. Others say gas, oil and paper towels. When it came to the arts it was difficult to define, it could have the bronze cleaned at the memorial, microphones and lighting. Most of us did not want to pay for janitorial. The arts group interpret it differently than staff and council. If the intent is more funding into arts organizations do we change the emphasis of the 10% more seed money, or for the sinking fund. I want us all to get to the same place and administer the facility. **Phillips** – what we need to do is decide and define maintenance as a council, not the groups. **Cox** – I'm not saying just a sinking fund. **Wilkey** – 10% does end up in maintenance because they use the Heritage Center. The \$100,000 is in the account for interest and when you reconcile at the end of each year. **Jason** – a little is maintenance, with the distribution the board has spent some of the 10% on upgrades. **Laura Henderson** – can each group define maintenance. **Jason** - the committee itself can discuss it. **Wilkey** – I would love the council members over RAP meet with the committees and hear their input and then come back to us. **Phillips** – say we collect one million, off the top we take 10% for the Arts and 10% for recreation and parks and you have \$900,000 and then we allocate 1/3 each. **Paul** – you take 10% off the top and then split it 30/30/30 for each organization. **Jason** – the committee may not allocate 1/3 but some is on maintenance, and they want more for maintenance and spend some. **Paul** - you need to designate the 10% how you wish, it can be all for the Heritage remodel sinking fund. **Melling** – Arts is trying to figure out with each organization the amount they need to cover their expenses, but also how the purchasing power of the city dollars as far as how much other money is in the form of grants and private donations they are receiving. On the parks side it is what is the biggest bang for the buck for the city, it is renovating existing amenities. I think we can have a mature adult decision each year. **Cox** – I think we make it 20%. **Riddle** – for P&R as outside entities come in and say this is our

proposal, they split it up the best way to use the money, they are grateful and happy and go on. **Ken** – we have used it for new things and existing things. This year it is for Little League restrooms for another one. If the County gives me half and the RAP gives me half, I don't have to go to the mayor's budget. RAP is not always existing things. **Phillips** – we used it for new dugouts. **Ken** - I try and hook it up with county grant. **Phillips** - the dugouts have to be maintained, is the 10% adequate to maintain. **Riddle** – Parks & Rec has taken the money and said we need to replace the seats and they do it. We have replaced bleachers and they are at the Little League park and at the arena. They don't always say it is something new, the skate park needed to be renovated, they used it for maintenance or something new. **Phillips** - it would be good if we can see the numbers. I think 20% is too high. **Jason** – I can give you back to the beginning. **Paul** – we will have a presentation on February 7<sup>th</sup>.

**Wilkey** – we spent time with Youth City Council, a lot with planning and zoning and it has a number. One is that we can only charge impact fees on starter homes water, sewer and fire, not police. I have asked Jonathan to put together all the platted lots we have and in what zones.

**ADJOURN:** Councilmember Wilkey moved to adjourn at 3:42 p.m.; second by Councilmember Melling; vote unanimous.

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Renon Savage, MMC  
City Recorder

**COUNCIL MINUTES**  
**JANUARY 24, 2024**

The City Council held a meeting on Wednesday, January 24, 2024, at 5:30 p.m. in the City Council Chambers, 10 North Main Street, Cedar City, Utah.

**MEMBERS PRESENT:** Mayor Garth O. Green; Councilmembers: Robert Cox; R. Scott Phillips; Ronald Riddle.

**EXCUSED:** Councilmembers Tyler Melling and Carter Wilkey.

**STAFF PRESENT:** City Manager Paul Bittmenn; City Attorney Randall McUne; City Recorder Renon Savage; Finance Director Jason Norris; City Engineer Jonathan Stathis; Assistant Police Chief Jimmy Roden; Fire Chief Mike Phillips; Public Works Director Ryan Marshall; Economic Development Director David Johnson.

**OTHERS PRESENT:** Ann Clark, Michael Platt, Wendy Green, Caleb Reese, Tom Jett, Calli Huff, Elizaphine Reimann, Alexandria Peterson, Dallas Buckner, Abigail Daynes.

**CALL TO ORDER:** Councilmember Riddle gave the invocation; the pledge was led by Councilmember Cox.

**AGENDA ORDER APPROVAL:** Councilmember Phillips moved to approve the agenda order; second by Councilmember Riddle; vote unanimous.

**ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF**

**COMMENTS:** ■ **Mayor** - I want to express appreciation to you all for the Council Retreat last week. It was draining, but I had a good feeling after discussing all of the items we discussed. I feel like we are united together and ready to go. We don't agree on all things, but we stand united. I have a proclamation declaring Cedar City as the Birthplace of Filmmaking in Utah that I want to read; it is attached as Exhibit "A". As a reminder, there is no council meeting next Wednesday, it is the 5<sup>th</sup> Wednesday. I also want to mention that Mr. Phillips and I had a meeting with SkyWest, we appreciate the relationship we have had for a long time with SkyWest. We feel there are weaknesses that need to get better. We appreciate their interest in serving Cedar City and the collaboration with people in Washington DC to make things better. ■ **Phillips** – we are negotiating our Essential Air Service Contract (EAS) that expires in December. Remind everyone we still have a great Delta connection service in Cedar City and use the Airport as much as possible as we massage the contract. ■ **Mayor** – the contract is 3 years now; we don't know what it will be in the future. ■ **Phillips** – do we have an update on the south main street light project? ■ **Jonathan** – we just completed the contract this week, we had a kickoff meeting this week. They have been waiting for the weather to break. It will get a little past Doughnutsville. ■ **Phillips** – on the bills there is an expense for sidewalk grinding, how do we determine that, do we have a program like streetsurfacing? ■ **Ryan Marshall** – we follow a similar process as the street chip seal, they evaluate the sidewalks as they do the streets. We have a contractor that does the grinding, they do an evaluation, if grindable we they make a note, if it needs replacement, they let us know also. We let them know how much we have to spend, and we fix what they suggest. ■ **Phillips** – thanks to the Fire Department for all their work with the School District with the carbon monoxide issue at Canyon View Middle School. ■ **Riddle** – we talked, I think the Fire Department was johnny on the spot, they were there, Dominion Energy was there as well as

the National Guard. **Mike Phillips**, Fire Chief - we responded Thursday, we picked up 6 parts per million, OSHA allows 50 parts per million, we were well below the threshold. We went back Friday to check the school, our instruments had no response, Friday afternoon we went with Dominion Energy, and they found nothing. Saturday there were more people in the hospital. The National Guard Civil Support Team only does hazmat came and evaluated. We cannot have the equipment they have. They found nothing. We were there on Sunday from 9:00 a.m. to 4:30 p.m. and we found nothing. **Phillips** – starting tomorrow our Local Homeless Counsel will do the winter Point In Time (PIT) count so we can get information and report to the state. This relates to funding, we have volunteers, our Police Department is involved. This is something that is required. **Cox** – I had a resident talk about trailers and truck parking issues in the Cedar Knolls area.

**PUBLIC COMMENTS:** **Audit Presentation. Caleb Reese** – I do the financial audit for Cedar City. It is a pleasure to come in and work with your staff, it is not convenient, I bury them with a fork for 6-8 weeks, they do a great job getting me the information needed to compile the audit report. The audit is required by the Utah State Auditor each year. The financial statements are Cedar City's financial statements, I put together about 9 pages. Pages 1-3 is the report on the financial statement, you received an unqualified opinion, the highest you can receive, they are materially correct. Page 85, I look at internal controls, we want proper segregation of duties so one person doesn't have so much control they could commit fraud and not get caught. You have adequate internal controls to ensure if fraud was occurring it would be caught. Page 87 is the single audit, whenever you receive federal funds that department would have the ability to come in and do an audit, they combined it to a single audit, you have spent over \$750,000 of federal funds. The auditor reviews who gave you the money, which has higher risk, and we do test work on the spending of that federal money, you received a pass, there were not any issues. Page 97 is the State Compliance report. Each year the State Auditor has two things for us to look at, an annual report, did you stay in the budget, did you run a negative fund balance, or do you have too much equity. I test those items and then they have us on a rotating basis for other things. The list of the things tested is on page 97, and again you as a city passed. To the City Council, regarding internal controls, please do not underestimate your roll in the internal controls, you have staff, but the State Auditor has made it clear with financial abuse they do look at the City Council to see if you were negligent on asking questions. When you get your packet, if there is anything unusual ask questions. **Cox** – did you have any non-significant findings or recommendations? **Caleb** – no. While I include all significant or mature weaknesses, there are insignificant things that I would discuss with the City Manager, we did not have any of those items. **Phillips** – page 4 it says the city's long-term debt increased by \$1,3667.77 what is that attributed to, the debt increase, was it the water purchases. **Paul** - it wasn't the water purchases that happened this year. **Caleb** - you will look at, part of the long-term debt will change from things that are slightly unusual, you can see greater detail on pages 44 and 45, you have compensated absences and pension liabilities, compensated absences vary based upon how many hours people have accumulated for sick and comp time and leave time, those are considered to be long-term liabilities. Then you have your net pension liability, if you look on page 44 you will see your net pension liability went up over \$2 million dollars. Sometimes the government sets precedent and businesses follow and sometimes businesses set the precedent and government follows. In the for profit sector people weren't properly funding the pension, and government got pulled into this, so if the stock market is bad your assets in URS declines, the biggest increase in long term liability is the employee benefits. Is

Utah going to default on that, no, but we have to report that. If you have additional questions, please let me know.

**CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED JANUARY 3 & 10, 2024; (2) RATIFY BILLS DATED JANUARY 8, 2024 & APPROVE BILLS DATED JANUARY 19, 2024; (3) APPROVE VICINITY PLAN FOR IRON WEST SUBDIVISION PHASES 3 & 4. DON BOUDREAU/GO CIVIL; (4) APPROVE THE PURCHASE OF PAYROLL & HR SOFTWARE FROM APPLICANTPRO/ISOLVED. NATASHA HIRSCHI; (5) APPROVE AN AIRPORT HANGAR LEASE WITH O&O INVESTMENTS, LLC. TYLER GALETKA; (6) APPROVE DECLINING THE SAFE STREETS FOR ALL (SS4A) GRANT RECEIVED FROM THE FEDERAL HIGHWAY ADMINISTRATION. JONATHAN STATHIS:**

Councilmember Phillips moved to approve the consent agenda items 1 through 6 as written above; second by Councilmember Riddle; vote unanimous.

**CONSIDER A RESOLUTION DECLARING CEDAR CITY AS THE BIRTHPLACE OF FILMMAKING IN UTAH. MARIA TWITCHELL:** Councilmember Phillips moved to approve the resolution declaring Cedar City as the birthplace of filmmaking in Utah; second by Councilmember Cox; vote as follows:

AYE: \_\_\_\_\_ 3 \_\_\_\_\_  
NAY \_\_\_\_\_ 0 \_\_\_\_\_  
ABSTAINED: 0 \_\_\_\_\_

**CONSIDER AN ORDINANCE AMENDING THE CITY'S TRANSPORTATION MASTER PLAN IN THE VICINITY OF 1478 SOUTH OLD HIGHWAY 91. PLATT & PLATT/RANDALL MCUNE:** Mike Platt, Platt & Platt – we are asking to reduce the

100-foot master plan right of way to 90 feet for development. **Phillips** - we had discussion last week; we have had meetings with UDOT and still don't know what is happening. I understand what it will do on the landowner's property. I struggle with the amount of traffic that will come. If I understand, 90 feet however we stripe will give us two lanes and a turn lane? **Jonathan** – yes, we would have 10 feet on one side or 5 feet on each side. **Riddle** - will there be room for parking? **Jonathan** – there would be 10 feet on each side large enough for parking. **Cox** – so you could reconfigure the stripes one of multiple ways? **Riddle** - further to the south most of the property will have spots undevelopable for anything other than green space or roadway. **Mike** – there is a portion even on our property that we can't develop, and we can taper and get it back to the 100-foot right of way. **Riddle** – on the east side of the developments down there could not develop because the ground is not stable enough for anything other than a roadway. **Phillips** - the bottom of the second parcel what is that? **Mike** – it starts where the 100 foot right of way would start. It is about 150 to 200 feet. **Mayor** – is there a reason you don't start back further? **Mike** - we do have a site plan, but we won't work on it until after this parcel is complete. **Phillips** – in the interest of a compromise, we would grant the 90 feet to the bottom of the 2<sup>nd</sup> parcel and then taper to the 100 feet. **Cox** – that would render that parcel unusable. **Mike** – we are tapering it when the property is unusable. **Cox** – 50 to 75 feet is not significant when you will be bottlenecked. **Mike** – 100 feet is to keep traffic moving, it is hazardous to park on a 100-foot road. **Phillips** – we have to look long term, there will be more cars in 20 years. **Mike** – I am happy to look at the site plan, but I can't tell you off the top of my head. **Cox** - for 50 feet is not worth not having a

business there where we can collect taxes, I don't see the long term detriment. That creates more useless land and more weeds.

Councilmember Riddle moved to approve the ordinance amending the City's Transportation Master Plan in the vicinity of 1478 S. Old Highway 91; second by Councilmember Cox;

**Phillips** – if this passes, can we consult on the striping before the road is complete. **Jonathan** - we can do that.

Roll call vote as follows:

Robert Cox	-	AYE
Scott Phillips	-	NAY
Ronald Riddle	-	AYE

**CONSIDER VICINITY PLAN FOR ROSE VILLAGE PUD PHASE 2 LOCATED IN THE VICINITY OF 2775 N. NORTHFIELD ROAD. DON BOUDREAU/GO CIVIL:**

**Dallas Buckner**, Go Civil – this is for phase 2 of Rose Village. There were comments from Sam Bauer last week, Councilman Phillips reached out to me. Last week Dave Nelson of Rose Bradley reached out with Sam and spent time on site. Sam provided pictures of overtopping; it was before the asphalt. We also received tailwater from the property above. With this project and piping the irrigation ditch we hope to alleviate some of that and a fence will also help partition the water. There is a 3% slope, we receive a lot of tail water so during construction they built a berm to keep the water out. **Riddle** – this may help. **Cox** - was Sam satisfied? **Dallas** - I think so, I think we got looped in with a few other projects. I think he is happy with what he has done and how the city ordinance works having to get the irrigation companies to sign off. We will have to get Lloyd LeFevre to sign off also. **Cox** – is the state statute coming down the pipe that a water master can't hold a project hostage. **Jonathan** – it is in the State Code, and we are putting it in the engineering standards. **Cox** - I understand both sides. **Paul** – it requires the water master to give the developer a plan. **Jonathan** – I met with Sam Bauer; his only concern is the size of the detention basin on lot 1. **Dallas** - we will rerun the numbers, until the roads get in it is possible that Phase 2 with the south tail water, by us piping the ditch it will help. It is possible we had a lot of off-site water; we will run the numbers again. **Phillips** – your ponds need to meet what your development handles. **Cox** – are you satisfied Jonathan. **Jonathan** – I would like to look at the new storm design, Sam was satisfied overall. We will work through the issues at construction drawings. **Paul** – we are under the old process with vicinity plan, these are typical issues we would see between vicinity and final plan.

Councilmember Cox moved to approve the vicinity plan for Rose Village PUD Phase 2 located in the vicinity of 2775 N. Northfield Road; second by Councilmember Riddle; vote unanimous.

**CONSIDER AN ORDINANCE AMENDING THE CITY'S TRAIL MASTER PLAN IN THE VICINITY OF 954 N AVIATION WAY. GO CIVIL/RANDALL MCUNE:**

**Dallas Buckner**, Go Civil – this was to remove an area and add another area to take it out of the Airport and off this property because it doesn't go anywhere. **Phillips** – we discussed this briefly in Active Transportation Trails Committee.

Councilmember Phillips moved to approve the ordinance amending the City's Trails Master Plan in the vicinity of 954 N. Aviation Way; second by Councilmember Cox; roll call vote as follows:

Robert Cox - AYE  
Scott Phillips - AYE  
Ronald Riddle - AYE

**CONSIDER A ZONE CHANGE FROM ANNEXATION TRANSITION (AT) TO DWELLING TWO UNIT (R-2-2) FOR PROPERTY LOCATED AT 1950 S WESTVIEW DRIVE (BAUER MEADOWS RDO, POD #9). GO CIVIL/RANDALL**

**MCUNE: Dallas Buckner**, Go Civil – this is the zone change from AT to R-2-2. **Phillips** - you said the vicinity was going to come at the same time, but it didn't make it. in the RDO we approve the overall density, why not R-2-1, is it lot size. **Randall** – the density in each pod is already set, that is an independent limitation. The zone is also fixed. Between R-2-1 and R-2-2 it is up to them. You approved that as a mini general plan, as long as they are in conformance, we are good. **Dallas** - the RDO says you have to build to the underlying zone, we have R-2-1 laid out, but on this property, we only have 91 single family lots, we are tied to the 7,000 square foot lots. The densities are not achievable. **Phillips** – since AT and we are asking for it to be a zone, how did we know when we did the RDO. **Paul** - we don't. The developer says this is what we want in our development, and they put it on there. **Dallas** - we requested the R-2-2, but the developer decided to do single family lots, all lot sizes were positively recommended by Planning Commission.

Councilmember Riddle moved to approve the ordinance amending the zone from AT to R-2-2 in the vicinity of 1950 S. Westview Drive; second by Councilmember Phillips; roll call vote as follows:

Robert Cox - AYE  
Scott Phillips - AYE  
Ronald Riddle - AYE

**CONSIDER A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE TO INCLUDE AIRPORT BADGING FEES & RETAIL CONCESSION FEES. TYLER GALETKA: Ryan Marshall**

– we have already started the badging process, so we don't want to wait. **Phillips** – I thought it made sense and it is a nice transition for the vending machines.

Councilmember Phillips moved to approve the resolution amending the consolidated fee schedule to include Airport badging fees & retail concession fees; second by Councilmember Cox; vote as follows:

AYE:     3      
NAY     0      
ABSTAINED: 0

**CONSIDER A RESOLUTION AMENDING THE 2023-2024 FISCAL YEAR**

**BUDGET. JASON NORRIS:** Jason – I included what was discussed last week about the restrooms at the arena, including \$40,000. **Phillips** – we have \$20,000 from the county.

Councilmember Cox moved to approve the resolution amending the 2023-2024 fiscal year budget; second by Councilmember Phillips; vote as follows:

AYE:       3        
NAY       0        
ABSTAINED: 0      

**CONSIDER APPROVING A CONTRACT IN THE AMOUNT OF \$5,330,000.00 FOR THE PURCHASE OF 520-ACRE FEET OF WATER RIGHTS. PAUL BITTMENN:**

**Paul** – this is the contract to buy the secondhand water rights from the Hardin Family Trust to the Broker and then to us. I emailed you one change. Today they were working out the escrow, and we are ready to go.

Councilmember Phillips moved to approve a contract in the amount of \$5,330,000.00 for the purchase of 520-acre feet of water rights; second by Councilmember Riddle; vote unanimous.

**ADJOURN:** Councilmember Phillips moved to adjourn at 6:33 p.m.; second by Councilmember Riddle; vote unanimous.

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Renon Savage, MMC  
City Recorder

# Proclamation

*Whereas*, In 1923, Cedar City brothers Whitney, Chauncey and Gronway Parry convinced Hollywood film producers to utilize Cedar City's rail transportation hub and the scenic wonders of southern Utah as backdrops for major motion pictures;

*Whereas*, In 1924, highly acclaimed actor/producer Tom Mix was the first to film in Cedar City and southern Utah producing his silent western, "The Deadwood Coach";

*Whereas*, the successful filming of "The Deadwood Coach" placed Cedar City in Hollywood's viewfinder by demonstrating films could be successfully shot outside of the studio backlot;

*Whereas*, it ushered in a new era of movie-making in the state as the setting for thousands of feature motion pictures, television programs, documentaries, and commercials, solidifying Cedar City as the Birthplace of Hollywood Filmmaking in Utah,

*Whereas*, This year, 2024 marks the Centennial year of "The Deadwood Coach", the first motion picture film shot in Utah, the Utah Film Commission is celebrating 100 years of being America's Film Set, and with Cedar City being instrumental in the industry's creation and development,

*Whereas*, the City desires to recognize the significant contribution Cedar City has made on the history and development of motion picture filming in Utah. Motion picture filming in Utah has had a significant economic and cultural impact for the state of Utah;

*Whereas*, Cedar City Corporation desires to adopt and recognize Cedar City as the Birthplace of Film in Utah;

*Now, therefore, be it resolved*, that I, Garth O. Green, Mayor of Cedar City, Utah do declare Cedar City as the Birthplace of Film in Utah.

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>A TOAST TO BREAD</b>					
B/O JAN 4, 2024	CCC - 1.4.24 B/O RECEIPTS	01/23/2024	10-23324 SUSPENSE-HERITAGE EVENT	16,204.54	
Total A TOAST TO BREAD:				16,204.54	
<b>ADVANCE MEDIA NEW YORK</b>					
982634	38070 - ARPT ADVERTISING CAMPAIG	12/31/2023	24-40-220 ADVERTISING	8,750.00	
Total ADVANCE MEDIA NEW YORK:				8,750.00	
<b>ALL SEASONS GROUNDS MAINTENANCE</b>					
4419	CCC - EAST SNOW REMOVAL NOV 20	11/30/2023	56-41-263 SNOW REMOVAL	340.00	
4419	CCC - WEST SNOW REMOVAL NOV 20	11/30/2023	56-40-263 SNOW REMOVAL	350.00	
Total ALL SEASONS GROUNDS MAINTENANCE:				690.00	
<b>ALLDATA</b>					
24/25 SUBSCRIPTI	100671024 - ANNUAL SUBSC 3/24-3/25	03/02/2024	10-78-210 SUBSCRIPTIONS & MEMBERSHIPS	1,500.00	
Total ALLDATA:				1,500.00	
<b>ALSCO - AMERICAN LINEN SUPPLY</b>					
LSTG1104746	6051 - FLT UNIFORM SERV	01/09/2024	10-78-451 UNIFORM SERVICE	23.01	
LSTG1105812	6051 - FLT UNIFORM SERV	01/16/2024	10-78-451 UNIFORM SERVICE	23.01	
LSTG1106555	005510 - WWTP UNIFORM SERV Y24	01/19/2024	53-56-451 UNIFORM SERVICE	32.21	
LSTG1106830	6051 - FLT UNIFORM SERV	01/23/2024	10-78-451 UNIFORM SERVICE	23.01	
LSTG1107587	005510 - WWTP UNIFORM SERV Y24	01/26/2024	53-56-451 UNIFORM SERVICE	32.21	
Total ALSCO - AMERICAN LINEN SUPPLY:				133.45	
<b>ARDURRA GROUP INC</b>					
210450-17	CC ARPT - AIP 045 MASTER PLAN	01/08/2024	43-40-310 PROF & TECH SERVICES	7,968.50	
Total ARDURRA GROUP INC:				7,968.50	
<b>ASHDOWN BROTHERS CONSTRUCTION</b>					
9359	CED01 - ASPHALT	12/21/2023	51-40-255 WATER SYSTEM MAINTENANCE	147.87	
9361	CED01 - ASPHALT	01/02/2024	51-40-255 WATER SYSTEM MAINTENANCE	2,163.99	
Total ASHDOWN BROTHERS CONSTRUCTION:				2,311.86	
<b>BAKER &amp; TAYLOR</b>					
2038027615	415754 L102673 4-CHILDREN BOOKS	01/05/2024	10-87-483 BOOKS-CHILDREN	47.86	
2038027615	415754 L102673 4-YOUNG ADULT BOO	01/05/2024	10-87-482 BOOKS-YOUNG ADULT	16.14	
2038027615	415754 L102673 4-BOOKS	01/05/2024	10-87-481 BOOKS-GENERAL COLLECTION	690.20	
2038035321	415754 L102673 4-YOUNG ADULT BOO	01/10/2024	10-87-482 BOOKS-YOUNG ADULT	536.53	
2038035321	415754 L102673 4-BOOKS	01/10/2024	10-87-481 BOOKS-GENERAL COLLECTION	81.55	
2038035498	415754 L102673 4-CHILDREN BOOKS	01/10/2024	10-87-483 BOOKS-CHILDREN	650.83	
2038048540	415754 L102673 4-CHILDREN BOOKS	01/17/2024	10-87-483 BOOKS-CHILDREN	30.95	
2038048540	415754 L102673 4-YOUNG ADULT BOO	01/17/2024	10-87-482 BOOKS-YOUNG ADULT	80.02	
2038048540	415754 L102673 4-BOOKS	01/17/2024	10-87-481 BOOKS-GENERAL COLLECTION	219.74	
2038048540	415754 L102673 4-BOOKS	01/16/2024	10-87-481 BOOKS-GENERAL COLLECTION	18.74	
H67572770	415754 L102673 4-BOOKS				

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total BAKER & TAYLOR:				2,372.56	
<b>BARNEY BROS ELECTRIC INC</b>					
14813	CC WTR - ELECTRICAL WORK Y24	01/22/2024	51-40-255 WATER SYSTEM MAINTENANCE	1,032.97	
14814	CC WTR - ELECTRICAL WORK Y24	01/22/2024	51-40-255 WATER SYSTEM MAINTENANCE	412.78	
Total BARNEY BROS ELECTRIC INC:				1,445.75	
<b>BEAU BRADSHAW AUTO PARTS LLC</b>					
15391-183444	2365993 - FUNNELS, SPOUTS, SEAFO	12/06/2023	24-40-252 EQUIPMENT MAINTENANCE	44.28	
Total BEAU BRADSHAW AUTO PARTS LLC:				44.28	
<b>BEEHIVE COMMERCIAL REPAIRS LLC</b>					
1314	CC LBRY - HEAT AND SNOWMELT SY	01/23/2024	10-87-262 BUILDING & GROUND MAINTENANCE	1,760.00	
Total BEEHIVE COMMERCIAL REPAIRS LLC:				1,760.00	
<b>BEST WESTERN COTTONTREE INN</b>					
8253014	CCPD - 0002493 MIKKELSON, MACKE	12/28/2023	10-70-233 TRAVEL & TRAINING-PATROL	231.64	
Total BEST WESTERN COTTONTREE INN:				231.64	
<b>BIG TOMS PEST CONTROL LLC</b>					
47283	2218 - FAA ARPT QTR PEST CNTRL	01/15/2024	24-40-262 BUILDING & GROUND MAINTENANCE	380.00	
47305	2679 - CCC - QTR PEST CNTRL J,F,M	01/16/2024	10-42-262 BUILDING & GROUND MAINTENANCE	225.00	
Total BIG TOMS PEST CONTROL LLC:				605.00	
<b>BLACKSTONE PUBLISHING</b>					
2135585	167928 - E MATERIALS	01/05/2024	10-87-481 BOOKS-GENERAL COLLECTION	150.43	
2137965	167928 - E MATERIALS	01/22/2024	10-87-481 BOOKS-GENERAL COLLECTION	34.14	
2138159	167928 - E MATERIALS	01/23/2024	10-87-483 BOOKS-CHILDREN	381.58	
2139057	167928 - E MATERIALS	01/30/2024	10-87-481 BOOKS-GENERAL COLLECTION	42.94	
Total BLACKSTONE PUBLISHING:				609.09	
<b>BOBCAT COMPANY</b>					
3643752	2821332 - S770 T4 BOBCAT SKID-STE	12/11/2023	53-56-740 CAP OUTLAY-EQUIPMENT	5,000.00	
Total BOBCAT COMPANY:				5,000.00	
<b>BOWEN COLLINS &amp; ASSOCIATES</b>					
33513	ENG SVCS - COAL CREEK EWP PROJ	01/01/2024	40-41-740 CAP OUTLAY-COAL CREEK CHANNEL	5,255.40	
Total BOWEN COLLINS & ASSOCIATES:				5,255.40	
<b>BRADSHAW ELECTRIC LLC</b>					
3597	CC HC - ELECTRICAL UPGRADES	01/26/2024	10-92-262 BUILDING & GROUND MAINTENANCE	3,624.00	
Total BRADSHAW ELECTRIC LLC:				3,624.00	
<b>BRADY INDUSTRIES</b>					
8600825	173359 - AQUATIC JANITORIAL SUPPL	01/26/2024	20-40-261 JANITORIAL SUPPLIES	1,054.68	
Total BRADY INDUSTRIES:				1,054.68	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>BROOKSEE LLC</b>					
4583	CCC - CCHM TIMING, PHOTOS, ARCH	11/27/2023	30-40-223 RUNNERS SERIES	2,601.50	
Total BROOKSEE LLC:				2,601.50	
<b>CEDAR CITY CHILDREN'S MUSICAL THEATRE</b>					
RAP TAX 23/24 #2	CCC - RAP TAX 23/24 #2 ALLOCATION	01/29/2024	29-40-100 DISTRIBUTIONS TO ARTS	9,750.00	
Total CEDAR CITY CHILDREN'S MUSICAL THEATRE:				9,750.00	
<b>CEDAR CITY HOUSING AUTHORITY</b>					
24-DWS-0022-2023	PASS-THRU CDBG FUNDS 7/1/23-12/3	12/31/2023	10-41-951 STATE GRANT-CDBG HOUSING AUTHO	258,000.00	
Total CEDAR CITY HOUSING AUTHORITY:				258,000.00	
<b>CENGAGE LEARNING/GALE</b>					
83214557	170454 - LBRY BOOKS	01/10/2024	10-87-481 BOOKS-GENERAL COLLECTION	100.46	
83363359	170454 - LBRY BOOKS	01/17/2024	10-87-481 BOOKS-GENERAL COLLECTION	83.96	
83400157	170454 - LBRY BOOKS	01/18/2024	10-87-481 BOOKS-GENERAL COLLECTION	47.98	
83400509	170454 - LBRY BOOKS	01/18/2024	10-87-481 BOOKS-GENERAL COLLECTION	41.23	
Total CENGAGE LEARNING/GALE:				273.63	
<b>CENTRAL IRON CNTY WTR CONSERV DIST</b>					
JAN 2024 WTR	1096001 - WTR PURCHASE Y24	01/31/2024	51-40-316 WHOLE SALE WATER PURCHASE	608.55	
Total CENTRAL IRON CNTY WTR CONSERV DIST:				608.55	
<b>CENTURYLINK</b>					
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-41-280 TELEPHONE	41.18	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-42-280 TELEPHONE	41.18	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-70-280 TELEPHONE	123.54	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-73-280 TELEPHONE	82.36	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-76-280 TELEPHONE	41.18	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-81-280 TELEPHONE	41.18	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	10-92-280 TELEPHONE	82.36	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	20-40-280 TELEPHONE	123.54	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	24-40-280 TELEPHONE	82.36	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	28-40-280 TELEPHONE	82.36	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	51-40-280 TELEPHONE	41.18	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	52-55-280 TELEPHONE	82.36	
JAN 2024	O-435-111-6279 457M - JAN 2024	01/07/2024	56-41-280 TELEPHONE	41.18	
Total CENTURYLINK:				905.96	
<b>CHAMBER OF COMMERCE</b>					
3588	CCC - PRESIDENTIAL PARTNERSHIP	01/24/2024	10-53-667 CARE & SHARE CONTRIBUTION	4,000.00	
Total CHAMBER OF COMMERCE:				4,000.00	
<b>CHEMTECH-FORD</b>					
24A0655	CC WWTP - LAB ANALYSIS 23/24	01/22/2024	53-56-313 TESTING	1,355.00	
24A0656	CC WWTP - LAB ANALYSIS 23/24	01/25/2024	53-56-313 TESTING	585.00	
24A1223	CC WWTP - LAB ANALYSIS 23/24	01/29/2024	53-56-313 TESTING	460.00	
24A1603	CC WTR - WATER SAMPLES	01/26/2024	51-40-255 WATER SYSTEM MAINTENANCE	18.00	
Total CHEMTECH-FORD:				2,418.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>CMC TIRE INC</b>					
60028076	6086 - TIRES (4)	01/10/2024	10-78-930 INVENTORY	2,539.60	
Total CMC TIRE INC:				2,539.60	
<b>CODALE ELECTRIC SUPPLY</b>					
S008367973.002	32786 - CC ARPT - ELECTRICAL BREA	01/19/2024	24-40-262 BUILDING & GROUND MAINTENANCE	17.84	
Total CODALE ELECTRIC SUPPLY:				17.84	
<b>COLD SPRING GRANITE COMPANY</b>					
RI 2163030	CC PKS - COLUMBARIUM SIGNS / KE	01/30/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	304.00	
Total COLD SPRING GRANITE COMPANY:				304.00	
<b>COLOR COUNTRY DIESEL</b>					
W 204641	252- EGR COOLER REPLACEMENT	01/12/2024	10-78-930 INVENTORY	6,979.11	
Total COLOR COUNTRY DIESEL:				6,979.11	
<b>CURTIS &amp; SONS</b>					
INV780630	C4202 - CCPD SHIRT	01/08/2024	10-70-620 UNIFORM PURCHASE	111.65	
Total CURTIS & SONS:				111.65	
<b>DATAMARS INC</b>					
851858	CUS12911 - MICROCHIPS (100)	01/15/2024	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	740.87	
Total DATAMARS INC:				740.87	
<b>DOMINION ENERGY</b>					
DEC 2023 AQ/WWT	9165867413 - AQ/WWTP - GAS DEC 20	01/19/2024	20-40-270 UTILITIES-AQUATIC CENTER	28,180.34	
DEC 2023 AQ/WWT	9165867413 - AQ/WWTP - GAS DEC 20	01/19/2024	53-56-270 UTILITIES-SEWER PLANT	19,522.67	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-42-270 UTILITIES	2,409.16	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-73-270 UTILITIES-FIRE	3,001.27	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	24-40-270 UTILITIES-AIRPORT	3,707.17	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	28-40-270 UTILITIES	1,161.13	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	52-55-270 UTILITIES-SEWER COLLECTION	329.25	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	2,494.14	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-76-270 UTILITIES	1,842.14	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-83-270 UTILITIES-PARKS & CEMETERY	949.62	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-87-270 UTILITIES-LIBRARY	2,627.89	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-90-270 UTILITIES-CROSS HOLLOWES EVENTS	1,096.43	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	10-92-270 UTILITIES-HERITAGE CENTER	7,049.14	
JAN 2024	3511260000 - NAT GAS JAN 2024	01/24/2024	22-40-270 UTILITIES-CATS	499.02	
Total DOMINION ENERGY:				74,869.37	
<b>DOUG HUNT CONSTRUCTION</b>					
501	CCC - SO MAIN STREET LIGHTS - CO	01/26/2024	57-40-730 CAP OUTLAY-IMPROVEMENTS	7,749.15	
Total DOUG HUNT CONSTRUCTION:				7,749.15	
<b>ERO STOUT CONSTRUCTION INC</b>					
CNT 106	CC WTR - N TANK RECOATING #6	01/11/2024	51-40-722 CAP OUTLAY-CEDAR CANYON TANK	13,777.38	
CNT 107	CC WTR - N TANK RECOATING #7	01/25/2024	51-40-722 CAP OUTLAY-CEDAR CANYON TANK	4,750.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>Total ERO STOUT CONSTRUCTION INC:</b>				<b>18,527.38</b>	
<b>ESRI INC</b>					
94644644	5090-ARC GIS DESKTOP BASIC SINGL	01/16/2024	10-81-240 OFFICE SUPPLIES & EXPENSE	2,206.00	
<b>Total ESRI INC:</b>				<b>2,206.00</b>	
<b>FASTENAL</b>					
UTCED126046	UTCED0056 - MISC FACILITY/SHOP S	01/26/2024	53-56-480 SPECIAL DEPARTMENT SUPPLIES	125.55	
UTCED126116	UTCED0056 - MISC FACILITY/SHOP S	01/30/2024	53-56-480 SPECIAL DEPARTMENT SUPPLIES	314.84	
<b>Total FASTENAL:</b>				<b>440.39</b>	
<b>FREEDOM MAILING SERVICE</b>					
46925	CCC - NEWLETTERS	01/09/2024	10-41-221 NEWSLETTER	134.10	
46925	CCC - BILL PROCESSING AND POSTA	01/09/2024	51-40-240 OFFICE SUPPLIES & EXPENSE	3,656.86	
<b>Total FREEDOM MAILING SERVICE:</b>				<b>3,790.96</b>	
<b>GARRETT &amp; COMPANY</b>					
3340	CC PRK - SLIDE REPLACEMENT	01/12/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	2,065.68	
<b>Total GARRETT &amp; COMPANY:</b>				<b>2,065.68</b>	
<b>GEM ENGINEERING INC</b>					
28220	CC STR - MATERIAL TESTING PAIUTE	12/31/2023	54-40-736 CAP OUTLAY-PAIUTE STORM DRAIN	313.00	
28221	CC WTR - MATERIALS TESTING PRV V	12/31/2023	51-40-732 CAP OUTLAY-LINE UPSIZING	395.00	
28295	CC WWTP - MATERIALS TESTING HU	12/31/2023	52-55-730 CAP OUTLAY-IMPROVEMENTS	1,341.00	
<b>Total GEM ENGINEERING INC:</b>				<b>2,049.00</b>	
<b>H&amp;E EQUIPMENT SERVICES</b>					
99096128	1030149 - BOBCAT SKID LOADER FUE	12/28/2023	53-56-252 EQUIPMENT MAINTENANCE	998.00	
<b>Total H&amp;E EQUIPMENT SERVICES:</b>				<b>998.00</b>	
<b>HEALTH EQUITY-HSA</b>					
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-41-132 EMPLOYEE INSURANCE	45.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-42-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-44-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-60-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-70-132 EMPLOYEE INSURANCE	869.28	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	52-55-132 EMPLOYEE INSURANCE	170.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	53-56-132 EMPLOYEE INSURANCE	280.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	54-40-132 EMPLOYEE INSURANCE	150.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	55-40-132 EMPLOYEE INSURANCE	110.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	61-40-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-92-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	20-40-132 EMPLOYEE INSURANCE	100.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	24-40-132 EMPLOYEE INSURANCE	50.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	28-40-132 EMPLOYEE INSURANCE	180.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	30-40-132 EMPLOYEE INSURANCE	50.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	51-40-132 EMPLOYEE INSURANCE	292.15	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-81-132 EMPLOYEE INSURANCE	60.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-83-132 EMPLOYEE INSURANCE	357.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-84-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-85-132 EMPLOYEE INSURANCE	46.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-87-132 EMPLOYEE INSURANCE	125.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-90-132 EMPLOYEE INSURANCE	86.15	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-73-132 EMPLOYEE INSURANCE	125.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-75-132 EMPLOYEE INSURANCE	125.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-76-132 EMPLOYEE INSURANCE	50.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-77-132 EMPLOYEE INSURANCE	25.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-78-132 EMPLOYEE INSURANCE	.00	
JOVXT20 - 1-19-24	CCC - 36976 HSA 1-19-24 CNTRB / JO	01/19/2024	10-79-132 EMPLOYEE INSURANCE	92.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	54-40-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	55-40-132 EMPLOYEE INSURANCE	4.50	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	61-40-132 EMPLOYEE INSURANCE	2.25	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	24-40-132 EMPLOYEE INSURANCE	4.50	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	28-40-132 EMPLOYEE INSURANCE	15.20	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	30-40-132 EMPLOYEE INSURANCE	2.25	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	51-40-132 EMPLOYEE INSURANCE	27.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	52-55-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	53-56-132 EMPLOYEE INSURANCE	15.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-84-132 EMPLOYEE INSURANCE	.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-85-132 EMPLOYEE INSURANCE	4.50	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-87-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-90-132 EMPLOYEE INSURANCE	6.45	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-92-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	20-40-132 EMPLOYEE INSURANCE	6.19	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-76-132 EMPLOYEE INSURANCE	2.25	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-77-132 EMPLOYEE INSURANCE	2.25	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-78-132 EMPLOYEE INSURANCE	9.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-79-132 EMPLOYEE INSURANCE	11.25	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-81-132 EMPLOYEE INSURANCE	15.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-83-132 EMPLOYEE INSURANCE	18.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-42-132 EMPLOYEE INSURANCE	.56	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-44-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-60-132 EMPLOYEE INSURANCE	4.50	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-70-132 EMPLOYEE INSURANCE	89.70	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-73-132 EMPLOYEE INSURANCE	18.00	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-75-132 EMPLOYEE INSURANCE	6.75	
KD0Q48A	CCC - 36976 HSA JAN 24	01/01/2024	10-41-132 EMPLOYEE INSURANCE	( 32.00)	
Total HEALTH EQUITY-HSA:				3,655.93	
<b>HIGHLAND GOLF</b>					
53680	CC GOLF - GOLF CART MESSAGE HO	12/18/2023	28-40-254 GOLF CART MAINTENANCE	1,997.34	
Total HIGHLAND GOLF:				1,997.34	
<b>IHC HEALTH SERVICES</b>					
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	30-40-132 EMPLOYEE INSURANCE	9.60	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	51-40-132 EMPLOYEE INSURANCE	115.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	52-55-132 EMPLOYEE INSURANCE	48.00	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	53-56-132 EMPLOYEE INSURANCE	86.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	54-40-132 EMPLOYEE INSURANCE	19.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	55-40-132 EMPLOYEE INSURANCE	38.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-87-132 EMPLOYEE INSURANCE	38.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-90-132 EMPLOYEE INSURANCE	9.60	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-92-132 EMPLOYEE INSURANCE	19.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	20-40-132 EMPLOYEE INSURANCE	16.80	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	24-40-132 EMPLOYEE INSURANCE	19.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	28-40-132 EMPLOYEE INSURANCE	48.00	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-78-132 EMPLOYEE INSURANCE	48.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-79-132 EMPLOYEE INSURANCE	96.00	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-81-132 EMPLOYEE INSURANCE	76.80	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-83-132 EMPLOYEE INSURANCE	86.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-84-132 EMPLOYEE INSURANCE	9.60	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-85-132 EMPLOYEE INSURANCE	19.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-60-132 EMPLOYEE INSURANCE	28.80	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-70-132 EMPLOYEE INSURANCE	451.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-73-132 EMPLOYEE INSURANCE	124.80	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-75-132 EMPLOYEE INSURANCE	38.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-76-132 EMPLOYEE INSURANCE	9.60	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-77-132 EMPLOYEE INSURANCE	19.20	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-41-132 EMPLOYEE INSURANCE	96.00	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-42-132 EMPLOYEE INSURANCE	2.40	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	10-44-132 EMPLOYEE INSURANCE	28.80	
EAP-04919	86- EAP 4TH Q (CC Y24 2ND QTR)	01/24/2024	61-40-132 EMPLOYEE INSURANCE	9.60	
Total IHC HEALTH SERVICES:				1,612.80	
<b>IHC WORKMED</b>					
CC3478540	1041137-DRUG TESTING Y24	01/16/2024	10-41-137 DRUG TESTING	782.00	
CC3478540	1041137-EMPLOYEE HEALTH Y24	01/16/2024	10-41-138 EMPLOYEE HEALTH	70.00	
Total IHC WORKMED:				852.00	
<b>IMAGE PRO</b>					
138869	433 - CCC - BUSINESS CARDS R.MCU	01/17/2024	10-44-240 OFFICE SUPPLIES & EXPENSE	62.00	
Total IMAGE PRO:				62.00	
<b>INFORMA PRINCETON LLC</b>					
10727413-1	CC ARPT - ASM TRAINING / FUNDAME	12/06/2023	24-40-310 PROF & TECH SERVICES	1,495.00	
Total INFORMA PRINCETON LLC:				1,495.00	
<b>IRON COUNTY ACOUSTIC MUSIC ASSOC</b>					
B/O WINTER 23	CCC - WINTER B/O RECEIPTS	01/24/2024	10-23326 SUSPENSE-HERITAGE MISC 2	504.06	
Total IRON COUNTY ACOUSTIC MUSIC ASSOC:				504.06	
<b>IRON COUNTY CLERK</b>					
JA,FE,MA 2024	01-2367-00 WWTP TRASH P/U Y24	01/01/2024	53-56-270 UTILITIES-SEWER PLANT	72.00	
Total IRON COUNTY CLERK:				72.00	
<b>IRON COUNTY EMERGENCY MGMT</b>					
2302	CCC-2023 ANNUAL OPERATING COST	01/29/2024	10-41-313 REVERSE 911 SERVICES	14,952.18	
Total IRON COUNTY EMERGENCY MGMT:				14,952.18	
<b>JACK'S TIRE &amp; OIL</b>					
24-0499857-014	CEDC1G - TIRES	01/16/2024	10-78-930 INVENTORY	1,199.40	
24-0500579-014	CEDC1G - RETREAD TIRES	01/16/2024	10-78-930 INVENTORY	1,770.12	
Total JACK'S TIRE & OIL:				2,969.52	
<b>JEFF CARTER</b>					
353919	CCC - REPAIR WORN SEAT UPHOLST	01/16/2024	10-78-930 INVENTORY	80.00	

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Total JEFF CARTER:				80.00	
<b>JENNY OAKS BAKER</b>					
B/O CHRISTMAS 2	CCHT - CONCERT BOX OFFICE RECEI	01/24/2024	10-23325 SUSPENSE-HERITAGE MISC 1	20,681.67	
Total JENNY OAKS BAKER:				20,681.67	
<b>JOHN ORTON EXCAVATING</b>					
9066	CC WWTP - SEWERLINE REPAIR BICE	01/10/2024	52-55-290 SEWER LINE MAINTENANCE	3,668.98	
Total JOHN ORTON EXCAVATING:				3,668.98	
<b>JONES PAINT &amp; GLASS INC</b>					
CCI0094412	C3050-CC - CCAQ EPOXY PAINT	01/12/2024	20-40-262 BUILDING & GROUND MAINTENANCE	2,290.56	
CCI0094625	C3050-CC - CCAQ EPOXY PAINT	01/22/2024	20-40-262 BUILDING & GROUND MAINTENANCE	765.12	
Total JONES PAINT & GLASS INC:				3,055.68	
<b>L &amp; R PUMP &amp; DRILLING INC</b>					
5038	CC WTR - E#1 REPAIRS	12/23/2023	51-40-255 WATER SYSTEM MAINTENANCE	9,670.00	
5043	CC WTR - REPLACEMENT COLLUM	01/11/2024	51-40-255 WATER SYSTEM MAINTENANCE	42,855.00	
Total L & R PUMP & DRILLING INC:				52,525.00	
<b>LASER TECHNOLOGY INC</b>					
191847 RI	CCPD - AUTO POWER CABLE	01/11/2024	10-70-252 EQUIPMENT MAINTENANCE	55.00	
Total LASER TECHNOLOGY INC:				55.00	
<b>LEGACY FLOORING CENTER LLC</b>					
17222-2	CCC - NEW CARPET INSTALL	10/10/2023	10-42-730 CAP OUTLAY-IMPROVEMENTS	15,062.50	
Total LEGACY FLOORING CENTER LLC:				15,062.50	
<b>LES OLSON COMPANY</b>					
EA1364249	08-CEDCI -COPIER SERVICE	01/17/2024	53-56-240 OFFICE SUPPLIES & EXPENSE	336.90	
Total LES OLSON COMPANY:				336.90	
<b>MABEY WRIGHT &amp; JAMES PLLC</b>					
1060	CCC - #1354-001 RESEARCH STATE E	12/31/2023	51-40-712 CAP OUTLAY-WATER RIGHTS	1,250.00	
Total MABEY WRIGHT & JAMES PLLC:				1,250.00	
<b>MEGA PRO SCREENPRINTING</b>					
78121	750 - ADJUSTABLE CAPS	01/03/2024	10-75-610 SUNDRY	96.00	
78296	750 - HOODED SWEATSHIRTS	01/09/2024	20-40-451 UNIFORMS	1,108.10	
78658	750 - T-SHIRTS	01/19/2024	10-83-451 UNIFORM SERVICE	651.25	
78662	750 - HATS	01/23/2024	10-83-451 UNIFORM SERVICE	537.00	
Total MEGA PRO SCREENPRINTING:				2,392.35	
<b>METERWORKS INC</b>					
9576	CC WTR - WATER METERS	01/16/2024	51-40-481 METER-NEW	4,252.16	
9577	CC WTR - WATER METERS	01/16/2024	51-40-481 METER-NEW	2,961.25	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total METERWORKS INC:				7,213.41	
<b>MICROMARKETING LLC ATTN: AR</b>					
944300	15980-CHILDREN'S BOOKS	01/23/2024	10-87-483 BOOKS-CHILDREN	227.40	
944309	15980-YOUNG ADULT BOOKS	01/23/2024	10-87-482 BOOKS-YOUNG ADULT	62.87	
Total MICROMARKETING LLC ATTN: AR:				290.27	
<b>MIDWEST VETERINARY SUPPLY INC</b>					
21267970-000	49748 - MEDICATIONS	01/16/2024	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	999.62	
Total MIDWEST VETERINARY SUPPLY INC:				999.62	
<b>MJG INC</b>					
7887	CCC - R/R MAIN DEC 2023	12/31/2023	10-79-265 MAINTENANCE-RAILROAD	795.00	
Total MJG INC:				795.00	
<b>MOTOROLA SOLUTIONS INC</b>					
8281794164	1036920313 - CC ARPT HANDHELD CH	12/30/2023	43-40-740 CAP OUTLAY-EQUIPMENT	635.07	
Total MOTOROLA SOLUTIONS INC:				635.07	
<b>MOUNTAIN WEST COMPUTERS</b>					
81714	CC ENG - LARGE FORMAT PRINTER	01/23/2024	10-81-740 CAP OUTLAY-EQUIPMENT	6,845.00	
Total MOUNTAIN WEST COMPUTERS:				6,845.00	
<b>MOUNTAINLAND SUPPLY LLC</b>					
S105663341.001	9372 - UTILITY STRAINER PARTS	01/16/2024	53-56-740 CAP OUTLAY-EQUIPMENT	3,347.05	
S105913999.001	9372 - ADAPTERS	01/19/2024	51-40-255 WATER SYSTEM MAINTENANCE	1,015.20	
Total MOUNTAINLAND SUPPLY LLC:				4,362.25	
<b>NUCO2</b>					
75487725	446694 - BULK CO2 POOL Y24	02/01/2024	20-40-254 CHEMICALS	240.24	
75625509	446694 - BULK CO2 POOL Y24	01/19/2024	20-40-254 CHEMICALS	732.81	
75663403	446694 - BULK CO2 POOL Y24	01/29/2024	20-40-254 CHEMICALS	280.79	
Total NUCO2:				1,253.84	
<b>OVERSON'S FARM CENTER</b>					
12748C	02950 - BACKHOE REPAIRS	01/16/2024	10-83-252 EQUIPMENT MAINTENANCE	2,780.38	
Total OVERSON'S FARM CENTER:				2,780.38	
<b>OWEN EQUIPMENT</b>					
00114712	S1540 - FLEET - PARTS / EQUIP	01/26/2024	10-78-930 INVENTORY	149.95	
Total OWEN EQUIPMENT:				149.95	
<b>PETERBILT OF UTAH</b>					
55574SG	548 - CC FLT - DEF PUMP	01/02/2024	10-78-930 INVENTORY	1,205.00	
55611SG	548 - CC FLT - DEF INJECTOR	01/03/2024	10-78-930 INVENTORY	564.00	
55746SG	548 - CC FLT - TURBO CHARGER	01/09/2024	10-78-930 INVENTORY	4,693.80	
55873SG	548 - CC FLT - NOX SENSOR	01/10/2024	10-78-930 INVENTORY	716.88	
CM55574SG	548 - CC FLT - PUMP CORE CREDIT	01/16/2024	10-78-930 INVENTORY	( 250.00)	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
CM55746SG	548 - CC FLT - TURBO CORE CREDIT	01/17/2024	10-78-930 INVENTORY	( 625.00)	
CM55873SG	548 - CC FLT - NOX SENSOR CORE C	01/17/2024	10-78-930 INVENTORY	( 212.50)	
Total PETERBILT OF UTAH:				6,092.18	
<b>PHAZE CONCRETE</b>					
4	CC STRM DRN - PAIUTE STRM DRN C	01/31/2024	54-40-736 CAP OUTLAY-PAIUTE STORM DRAIN	46,173.51	
Total PHAZE CONCRETE:				46,173.51	
<b>PLAYAWAY PRODUCTS LLC</b>					
451660	CC LBRY - BOOKS	01/26/2024	10-87-482 BOOKS-YOUNG ADULT	859.30	
452198	CC LBRY - BOOKS	01/30/2024	10-87-483 BOOKS-CHILDREN	56.99	
452418	CC LBRY - BOOKS	01/31/2024	10-87-481 BOOKS-GENERAL COLLECTION	292.45	
Total PLAYAWAY PRODUCTS LLC:				1,208.74	
<b>POLYDYNE INC</b>					
1799682	108711 - POLYMER EMULSION Y24	01/09/2024	53-56-254 CHEMICALS	18,263.05	
Total POLYDYNE INC:				18,263.05	
<b>PUBLIC EMPLOYEES HEALTH PROGRAM</b>					
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-41-132 EMPLOYEE INSURANCE	12,521.26	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-42-132 EMPLOYEE INSURANCE	166.39	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	55-40-132 EMPLOYEE INSURANCE	3,238.34	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	61-40-132 EMPLOYEE INSURANCE	1,337.03	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	28-40-132 EMPLOYEE INSURANCE	8,617.35	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	30-40-132 EMPLOYEE INSURANCE	1,820.08	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	51-40-132 EMPLOYEE INSURANCE	14,558.16	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	52-55-132 EMPLOYEE INSURANCE	6,915.65	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	53-56-132 EMPLOYEE INSURANCE	11,774.46	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	54-40-132 EMPLOYEE INSURANCE	4,305.73	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-85-132 EMPLOYEE INSURANCE	3,157.11	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-87-132 EMPLOYEE INSURANCE	2,077.94	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-90-132 EMPLOYEE INSURANCE	2,485.65	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-92-132 EMPLOYEE INSURANCE	3,151.22	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	20-40-132 EMPLOYEE INSURANCE	2,984.83	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	24-40-132 EMPLOYEE INSURANCE	3,721.39	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-77-132 EMPLOYEE INSURANCE	665.57	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-78-132 EMPLOYEE INSURANCE	5,764.18	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-79-132 EMPLOYEE INSURANCE	8,681.08	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-81-132 EMPLOYEE INSURANCE	10,741.37	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-83-132 EMPLOYEE INSURANCE	10,131.01	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-84-132 EMPLOYEE INSURANCE	121.42	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-44-132 EMPLOYEE INSURANCE	5,460.24	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-60-132 EMPLOYEE INSURANCE	3,640.16	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-70-132 EMPLOYEE INSURANCE	62,573.33	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-73-132 EMPLOYEE INSURANCE	13,475.75	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-75-132 EMPLOYEE INSURANCE	6,270.99	
0124044731	#774-CCC PEHP - JAN 24 M,D,V,L	01/20/2024	10-76-132 EMPLOYEE INSURANCE	1,820.08	
Total PUBLIC EMPLOYEES HEALTH PROGRAM:				212,177.77	
<b>QTI, LLC</b>					
30066	CC WTR - N WTR TANK INSP & TESTI	01/22/2024	51-40-722 CAP OUTLAY-CEDAR CANYON TANK	8,723.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total QTI, LLC:				8,723.00	
<b>QUADIENT LEASING USA INC</b>					
Q1149158	N8259897 - Y24 LEASE POSTAGE MET	01/11/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	748.65	
Total QUADIENT LEASING USA INC:				748.65	
<b>QUICK CUT INC</b>					
76796	CICE50 - CUT MAIN STREET	11/30/2023	54-40-253 INFRASTRUCTURE MAINTENANCE	1,263.00	
77211	CICE50 - CUT CENTER WALL	01/26/2024	51-40-720 CAP OUTLAY-BUILDINGS	2,175.00	
Total QUICK CUT INC:				3,438.00	
<b>RHINEHART OIL COMPANY LLC</b>					
IN-874483-24	R10003911 - ARPT DYED DIESEL FUEL	01/11/2024	24-40-251 GAS & OIL	1,178.41	
IN-883565-24	R10003911 - DEF	01/19/2024	10-78-930 INVENTORY	590.62	
IN-891751-24	R10003911 - BULK OILS	01/25/2024	10-78-930 INVENTORY	3,268.03	
Total RHINEHART OIL COMPANY LLC:				5,037.06	
<b>RICE MACHINE WORKS</b>					
013236	0208 - QP BOOSTER PUMP	12/05/2023	51-40-255 WATER SYSTEM MAINTENANCE	589.63	
Total RICE MACHINE WORKS:				589.63	
<b>ROBISON RENTALS INC</b>					
141694	5862950 - SAW PARTS	01/05/2024	51-40-255 WATER SYSTEM MAINTENANCE	101.50	
Total ROBISON RENTALS INC:				101.50	
<b>ROCKY MOUNTAIN POWER</b>					
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	55-40-270 UTILITIES-SOLID WASTE	10.86	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	56-41-270 UTILITIES-EAST PARKING AUTH	365.73	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	831.80	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	22-40-270 UTILITIES-CATS	788.04	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	24-40-270 UTILITIES-AIRPORT	3,793.01	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	28-40-270 UTILITIES	725.25	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	51-40-270 UTILITIES-WATER	39,146.33	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	52-55-270 UTILITIES-SEWER COLLECTION	3,994.16	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	53-56-270 UTILITIES-SEWER PLANT	48,403.54	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-79-271 UTILITIES-STREET LIGHTING	5,239.37	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-83-270 UTILITIES-PARKS & CEMETERY	2,153.16	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-87-270 UTILITIES-LIBRARY	1,921.90	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-90-270 UTILITIES-CROSS HOLLOWS EVENTS	1,094.76	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-92-270 UTILITIES-HERITAGE CENTER	3,915.37	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	20-40-270 UTILITIES-AQUATIC CENTER	7,576.98	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-42-270 UTILITIES	2,181.18	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-53-635 FESTIVAL PROMOTIONS	21.83	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-60-270 UTILITIES	138.46	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-73-270 UTILITIES-FIRE	1,329.63	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-76-270 UTILITIES	897.90	
DEC 2023	75494886-019 4- DEC 2023 POWER	01/16/2024	10-79-272 UTILITIES-RAIL ROAD CROSSING	65.36	
Total ROCKY MOUNTAIN POWER:				124,594.62	
<b>SCHOLZEN PRODUCTS COMPANY</b>					
3045547-00	100592 - MISC SUPPLIES	01/18/2024	51-40-255 WATER SYSTEM MAINTENANCE	84.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
6766395-01	100592 - MISC SUPPLIES	01/05/2024	51-40-255 WATER SYSTEM MAINTENANCE	950.00	
6794803-00	100592 - MISC SUPPLIES	12/22/2023	51-40-255 WATER SYSTEM MAINTENANCE	707.97	
6797451-00	100592 - MISC SUPPLIES	01/05/2024	51-40-255 WATER SYSTEM MAINTENANCE	74.10	
6799053-00	100592 - MISC SUPPLIES	01/12/2024	51-40-255 WATER SYSTEM MAINTENANCE	( 950.00)	
6799717-00	100592 - MISC SUPPLIES FLEET	01/17/2024	10-78-930 INVENTORY	1,975.28	
6799766-00	100592 - MISC SUPPLIES FLEET	01/17/2024	10-78-930 INVENTORY	98.75	
Total SCHOLZEN PRODUCTS COMPANY:				2,940.10	
<b>SEMI SERVICE INC.</b>					
S 189219	CC FLT - SNOWPLOW PARTS	09/25/2023	10-78-930 INVENTORY	404.38	
S 190971	CC FLT - SNOWPLOW PARTS	01/03/2024	10-78-930 INVENTORY	662.88	
S 191511	CC FLT - SNOWPLOW PARTS	01/04/2024	10-78-930 INVENTORY	500.00	
Total SEMI SERVICE INC.:				1,567.26	
<b>SERPENTIX CORPORATION</b>					
23125	94597-PW - CONVEYER BELT PANS	01/11/2024	53-56-252 EQUIPMENT MAINTENANCE	1,285.25	
Total SERPENTIX CORPORATION:				1,285.25	
<b>SKAGGS PUBLIC SAFETY EQUIPMENT</b>					
450_A_189535_5	103035 - CCPD - PANTS	01/10/2024	10-70-620 UNIFORM PURCHASE	422.40	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				422.40	
<b>SOUTH &amp; WEST FIELD IRRIGATION</b>					
7403	CC WTR - 2023 S&W WATER SHR ASS	01/01/2024	51-40-315 IRRIGATION EXPENSE	7,890.00	
Total SOUTH & WEST FIELD IRRIGATION:				7,890.00	
<b>SOUTH CENTRAL COMMUNICATIONS</b>					
3707	8100317 - REPAIR MAIN FIBER LINE HI	12/31/2023	51-40-255 WATER SYSTEM MAINTENANCE	3,887.53	
Total SOUTH CENTRAL COMMUNICATIONS:				3,887.53	
<b>SOUTHERN UTAH LUMBER</b>					
2312-018221	8100 - MISC SUPPLIES	12/04/2023	10-79-410 SPECIAL DEPARTMENT SUPPLIES	11.99	
2312-018475	8100 - MISC SUPPLIES	12/26/2023	10-79-410 SPECIAL DEPARTMENT SUPPLIES	29.99	
Total SOUTHERN UTAH LUMBER:				41.98	
<b>SOUTHERN UTAH PAVING</b>					
787	CC WTR - ROAD BASE	10/02/2023	51-40-256 MAINTENANCE-CONCRETE	99.00	
852	CC WTR - REPLACE CONCRETE	01/22/2024	51-40-256 MAINTENANCE-CONCRETE	1,607.00	
853	CCC - CURB, SIDEWALK, ADA RAMPS	01/22/2024	10-79-264 MAINTENANCE-SIDEWALKS	2,639.00	
Total SOUTHERN UTAH PAVING:				4,345.00	
<b>SOUTHWEST UTAH PUBLIC HEALTH DEPT</b>					
369430	CC WTR - WATER SAMPLES	01/03/2024	51-40-255 WATER SYSTEM MAINTENANCE	825.00	
Total SOUTHWEST UTAH PUBLIC HEALTH DEPT:				825.00	
<b>SPECTRUM</b>					
9604202	1118947 - CCC NOTICE OF PROPERTY	01/18/2024	10-41-220 PUBLIC NOTICES	54.02	
9604360	1118947 - CCC NOTICE OF PROPERTY	01/18/2024	10-41-220 PUBLIC NOTICES	70.76	
9638247	1118947 - ARPT AIP 49 TERMINAL EXP	12/14/2023	43-40-721 CAP OUTLAY-AIRPORT TERMINAL	850.72	

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Total SPECTRUM:				975.50	
<b>STAKER PARSON COMPANIES</b>					
6274597	260116 - SAND, SLURRY, ROCK	01/02/2024	51-40-255 WATER SYSTEM MAINTENANCE	484.00	
6276320	260116 - SAND, SLURRY, ROCK	01/05/2024	51-40-255 WATER SYSTEM MAINTENANCE	599.00	
6279462	260116 - SAND, SLURRY, ROCK	01/17/2024	51-40-255 WATER SYSTEM MAINTENANCE	694.00	
6280638	260116 - FILL SAND	01/22/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	731.30	
Total STAKER PARSON COMPANIES:				2,508.30	
<b>STANDARD RESTAURANT EQUIP CO.</b>					
STG2357364	6492722 - JANITORIAL SUPPLIES	01/29/2024	20-40-261 JANITORIAL SUPPLIES	314.03	
Total STANDARD RESTAURANT EQUIP CO.:				314.03	
<b>STATE BANK OF SOUTHERN UTAH</b>					
2020 STRM WTR B	CCC - WTR REFUND BOND (2020)	03/01/2024	54-40-810 DEBT SERVICE-PRINCIPAL	246,000.00	
2020 STRM WTR B	CCC - WTR REFUND BOND (2020)	03/01/2024	54-40-820 DEBT SERVICE-INTEREST	19,105.00	
Total STATE BANK OF SOUTHERN UTAH:				265,105.00	
<b>STATEWIDE ASSOC OF PUB ATTORNEYS OF UT</b>					
SWAP DUES 2024	CCC - SWAP DUES 2024	01/08/2024	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	1,026.62	
Total STATEWIDE ASSOC OF PUB ATTORNEYS OF UT:				1,026.62	
<b>SUZUKI STRINGS CEDAR CITY</b>					
RAP TAX 23/24 #2	CCC - RAP TAX 23/24 #2 ALLOCATION	01/16/2024	29-40-100 DISTRIBUTIONS TO ARTS	750.00	
Total SUZUKI STRINGS CEDAR CITY:				750.00	
<b>SYMBOL ARTS</b>					
0482009	00-CED005 - RETIREMENT BADGES (2	01/05/2024	10-70-622 PATCHES & BADGES	220.00	
Total SYMBOL ARTS:				220.00	
<b>TACTEC</b>					
17289	CC ARPT - ANTENNAS, CABLES, POW	12/14/2023	24-40-252 EQUIPMENT MAINTENANCE	252.00	
Total TACTEC:				252.00	
<b>TALISA MYERS</b>					
11	CCC - ECON DEV - MAIN ST DIRECTO	01/19/2024	10-60-950 STATE GRANT-MAINSTREET PROGRAM	262.50	
Total TALISA MYERS:				262.50	
<b>TDS</b>					
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-41-280 TELEPHONE	79.77	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-92-280 TELEPHONE	45.57	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	20-40-280 TELEPHONE	34.18	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	24-40-280 TELEPHONE	22.78	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	28-40-280 TELEPHONE	22.78	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	53-56-280 TELEPHONE	37.59	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-70-280 TELEPHONE	16.18	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-73-270 UTILITIES-FIRE	29.39	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-76-280 TELEPHONE	11.39	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-77-280 TELEPHONE	37.59	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-83-280 TELEPHONE	11.39	
FEB 2024	8224500010203836- TDS FEB 2024	01/17/2024	10-90-280 TELEPHONE	11.39	
Total TDS:				360.00	
<b>THATCHER COMPANY</b>					
2024100101119	0309700 - CHLORINE Y24	01/19/2024	53-56-254 CHEMICALS	10,851.69	
Total THATCHER COMPANY:				10,851.69	
<b>THE KEY MAKER LOCKSMITH SERVICE</b>					
35598	CCPD - YEARLY DOOR MONITORING	01/01/2024	10-70-310 PROF & TECH SERVICES	960.00	
Total THE KEY MAKER LOCKSMITH SERVICE:				960.00	
<b>THE PARTRIDGE PSYCHOLOGICAL GROUP</b>					
5604	CCPD - PRE-EMP EVAL L.RIRIE	01/11/2024	10-70-310 PROF & TECH SERVICES	426.00	
Total THE PARTRIDGE PSYCHOLOGICAL GROUP:				426.00	
<b>THE TIRE AND AUTO CENTER</b>					
118916	CC FLT - TIRES	01/10/2024	10-78-930 INVENTORY	3,383.95	
Total THE TIRE AND AUTO CENTER:				3,383.95	
<b>TONGS FIRE EXTINGUISHER SALES AND SERV</b>					
6637	CCC - ANNUAL INSPECTION / EXTING	01/17/2024	10-42-262 BUILDING & GROUND MAINTENANCE	424.75	
6638	CC HC - ANNUAL INSPECTION / EXTIN	01/17/2024	10-92-252 EQUIPMENT MAINTENANCE	360.25	
Total TONGS FIRE EXTINGUISHER SALES AND SERV:				785.00	
<b>UNIFIRST CORPORATION</b>					
2310017842	1895629 - UNIFORM SERVICE	01/18/2024	10-83-451 UNIFORM SERVICE	70.70	
2310018343	1895629 - UNIFORM SERVICE	01/25/2024	10-83-451 UNIFORM SERVICE	70.70	
Total UNIFIRST CORPORATION:				141.40	
<b>UPPER CASE PRINTING INK</b>					
1371	CCC - NEWSLETTER PRINTING	01/18/2024	10-41-221 NEWSLETTER	617.41	
Total UPPER CASE PRINTING INK:				617.41	
<b>UTAH BARRICADE COMPANY INC</b>					
34709	CE8140 - BARRICADE FOR TRAIN CE	04/25/2023	10-53-645 CITY IMAGE CAMPAIGN	90.00	
35659	CE8140 - BARRICADE FOR JULY JAMB	07/21/2023	30-40-221 EVENT SPONSORSHIP	622.00	
Total UTAH BARRICADE COMPANY INC:				712.00	
<b>UTAH DEPT OF GOVERNMENT OPERATIONS</b>					
E.DAUGHTON 11.6.	RETURNING WATER FUNDS E.DAUGH	01/19/2024	01-11750 CASH CLEARING-UTILITIES	138.20	
Total UTAH DEPT OF GOVERNMENT OPERATIONS:				138.20	
<b>UTAH DEPT OF TRANSPORTATION</b>					
2454000126	CCC - TRAFFIC SIGNAL FURNISHED	10/02/2023	10-79-261 MAINTENANCE-TRAFFIC LIGHTS	23,753.51	
2454000274	CCC - TRAFFIC SIGNAL FURNISHED	01/10/2024	10-79-261 MAINTENANCE-TRAFFIC LIGHTS	845.50	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total UTAH DEPT OF TRANSPORTATION:				24,599.01	
<b>UTAH RISK MGMT MUTUAL ASSN</b>					
2024-000026	2023-0250 - PD, LILA STUCK	01/11/2024	10-70-511 LEGAL CLAIMS	55.00	
Total UTAH RISK MGMT MUTUAL ASSN:				55.00	
<b>VERIZON WIRELESS</b>					
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-44-280 TELEPHONE	50.58	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	24-40-280 TELEPHONE	80.02	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	28-40-280 TELEPHONE	40.01	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	30-40-240 OFFICE SUPPLIES & EXPENSE	40.01	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	30-40-280 TELEPHONE	42.59	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	51-40-280 TELEPHONE	304.23	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	52-55-280 TELEPHONE	42.59	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-60-280 TELEPHONE	42.59	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-70-312 COMPUTER & TECH SERVICES	2,221.43	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-73-280 TELEPHONE	280.11	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-75-280 TELEPHONE	242.64	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-79-280 TELEPHONE	125.19	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	10-83-280 TELEPHONE	50.98	
9954398035	571244071-00001 JAN 2024 CELLS	01/16/2024	54-40-280 TELEPHONE	42.59	
Total VERIZON WIRELESS:				3,605.56	
<b>WAXIE SANITARY SUPPLY</b>					
82230537	129252 - CLEANING SUPL AQUATICS	01/19/2024	20-40-261 JANITORIAL SUPPLIES	922.58	
82236226	129252 - JANITORIAL SUPPLIES AREN	01/23/2024	10-90-262 BUILDING & GROUND MAINTENANCE	3,547.18	
82240289	129252 - JANITORIAL SUPPLIES HC	01/24/2024	10-92-261 JANITORIAL SUPPLIES	915.42	
Total WAXIE SANITARY SUPPLY:				5,385.18	
<b>WCF MUTUAL INSURANCE COMPANY</b>					
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-41-134 WORKERS COMPENSATION	444.48	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-42-134 WORKERS COMPENSATION	13.86	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	54-40-134 WORKERS COMPENSATION	361.35	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	55-40-134 WORKERS COMPENSATION	416.78	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	61-40-134 WORKERS COMPENSATION	55.44	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	24-40-134 WORKERS COMPENSATION	166.31	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	28-40-134 WORKERS COMPENSATION	360.35	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	30-40-134 WORKERS COMPENSATION	83.16	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	51-40-134 WORKERS COMPENSATION	1,123.61	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	52-55-134 WORKERS COMPENSATION	402.92	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	53-56-134 WORKERS COMPENSATION	666.25	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-85-134 WORKERS COMPENSATION	97.02	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-87-134 WORKERS COMPENSATION	124.74	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-90-134 WORKERS COMPENSATION	138.59	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-92-134 WORKERS COMPENSATION	166.31	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	20-40-134 WORKERS COMPENSATION	97.02	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	22-40-134 WORKERS COMPENSATION	.00	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-77-134 WORKERS COMPENSATION	139.59	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-78-134 WORKERS COMPENSATION	361.35	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-79-134 WORKERS COMPENSATION	915.60	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-81-134 WORKERS COMPENSATION	692.97	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-83-134 WORKERS COMPENSATION	540.52	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-84-134 WORKERS COMPENSATION	55.44	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-44-134 WORKERS COMPENSATION	249.47	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-60-134 WORKERS COMPENSATION	207.89	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-70-134 WORKERS COMPENSATION	3,771.77	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-73-134 WORKERS COMPENSATION	1,830.45	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-75-134 WORKERS COMPENSATION	319.77	
FEB 2024	208414 - WRK COMP FEB 2024	02/01/2024	10-76-134 WORKERS COMPENSATION	56.44	
Total WCF MUTUAL INSURANCE COMPANY:				13,859.45	
<b>WHEELER MACHINERY COMPANY</b>					
MS0000044576CR	015002 - ARC194538 DOUBLE PAYME	11/14/2023	10-79-252 EQUIPMENT MAINTENANCE	( 410.00)	
RS0000251915	015002 - ROLLER RENTAL	11/07/2023	10-79-263 MAINTENANCE-STREETS	3,914.00	
Total WHEELER MACHINERY COMPANY:				3,504.00	
<b>ZION PHOTOGRAPHY</b>					
1.17.24	CCC - COUNCIL MEMBER PHOTOS	01/17/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	178.00	
Total ZION PHOTOGRAPHY:				178.00	
Grand Totals:				1,405,441.12	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: Renon Savage

City Treasurer: Rhian Carlson

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice.Invoice Number = "5636-56362204"

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
<b>SECURITY ESCROW &amp; TITLE AGENCY LLC</b>					
5636-56362204	CCC - W24011-WATER SEARCH / HAR	02/07/2024	51-40-712 CAP OUTLAY-WATER RIGHTS	1,500.00	
Total SECURITY ESCROW & TITLE AGENCY LLC:				1,500.00	
Grand Totals:				1,500.00	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

City Recorder: Benor Sautage

City Treasurer: Rhian Crislow

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

**To:** Mayor and City Council

**From:** City Engineer

**Council Meeting Date:** February 14, 2024

**Subject:** **Consider an amendment to City Ordinance 35-6 to prohibit long vehicle parking in the vicinity of 686 E. Canyon Ranch Drive.**

**Discussion:** In last week's City Council meeting, there was some discussion regarding restricting long vehicle parking in this area because it would also prohibit parking for recreational vehicles and vehicles with personal trailers. Please find attached to this information sheet a proposed option that would be geared towards restricting commercial vehicles from parking in the designated areas but would still allow parking for long personal vehicles.

This proposal would restrict vehicles longer than 35 feet and weighing more than 26,000 pounds.

If approved, City Ordinance section 35-6(B) and 35-6(D) will need to be amended to add this location to the list of restricted parking areas and modify the definition of a heavy vehicle. Proper signage and yellow curbing would need to be installed.

Please consider whether to approve the parking restrictions on Canyon Ranch Drive and Wedgewood Lane. Thank you for your consideration.

**CEDAR CITY  
ORDINANCE 0214-24**

**AN ORDINANCE AMENDING CEDAR CITY ORDINANCE 35-6 PROHIBITED  
LONG VEHICLE PARKING, TO PROHIBIT PARKING OF CERTAIN LARGE  
VEHICLES IN THE VICINITY OF 686 EAST CANYON RANCH DRIVE**

**WHEREAS**, Cedar City has adopted Chapter 35, Section 6 of the ordinance of Cedar City, Utah, and said provisions contain specific parking restrictions; and

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

**WHEREAS**, restricting large vehicle parking near 686 E Canyon Ranch Drive will reduce the impact long-term parking in the area has on businesses and traffic in the area.

**NOW THEREFORE**, be it ordained by the City Council of the Cedar City, in the State of Utah, State of Utah that Chapter 35, Section 6 of the ordinance of Cedar City, Utah, is hereby amended to include the below underlined text and exclude all crossed out text:

**SECTION 1:**        **AMENDMENT** “Section 35-6 Prohibited Long And Heavy Vehicle Parking And Travel” of the Cedar City Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Section 35-6 Prohibited Long And Heavy Vehicle Parking And Travel

- A. Except as provided herein, it shall be unlawful to park on a public street in any residential zone in the City, any vehicle or trailer having an overall length of thirty-five (35) feet or more; or any combination of vehicle and trailer having an overall length of thirty-five (35) feet or more.

This Section shall not apply, however, under the following circumstances:

1. When the vehicle is a school bus and is parked solely for the loading and unloading of passengers;
2. When the vehicle is being used to deliver or remove household furniture or accessories to or from a specific residence or building;
3. When a vehicle is actively involved in permitted construction, landscaping, or other work on a specific residence or building;
4. When a vehicle is a camper, boat, trailer, or recreational vehicle being loaded or unloaded within a twenty-four (24) hour period of time; or
5. When there is an emergency requiring the parking of a vehicle in a particular location.

B. Prohibited Parking:

1. No long vehicle shall be parked at any place on Main Street between Monterey Drive and 200 North; on Main Street from the south side of the Coal Creek Bridge to 600 North; between Main Street and 100 West on the north side of 200 North; nor 1000 West to 1150 West on the south side of 200 North; nor on 1225 West, 1150 West and 1050 West, north side of Cross Hollows Road from Royal Hunte Drive to the end of the street, the west side of 100 East from 200 North to the north end of the Library parking lot, and on both sides of S. Providence Center Dr. from 1600 South (VA Cemetery Road) to Cross Hollow Road, and on the south side of Old Highway 91 from Main Street to Greens Lake Drive or in any area of the City zoned residential pursuant to Chapter 26 of these ordinances.
  2. No vehicle that meets the definitions of both a long vehicle in Subsection 35-6(A) and a heavy vehicle as defined in Subsection 35-6(D) shall be parked at any place on the east side of Wedgewood Lane along the frontage of parcel #B-1654-0004-0000 (686 E. Canyon Ranch Drive), and on both sides of Canyon Ranch Drive fronting parcel #B-1654-0004-0000 (686 E. Canyon Ranch Drive).
- C. Prohibited Travel: No long vehicle or heavy vehicle shall be allowed to travel upon City streets posted by Cedar City indicating that such travel and use is prohibited except for vehicles making deliveries or servicing the posted streets. These vehicles may include, but not be limited to public works, public safety, utility, or other vehicles making deliveries or providing services to destinations on said posted streets.
- D. For purposes of this ordinance heavy vehicles shall be defined as any vehicle having a Gross Vehicle Weight Rating (GVWR) of ~~260,001~~ pounds or greater. The GVWR shall be measured by the manufactures placard located on the vehicle.

Amended by ordinance No. 0827-08-1 and 0511-22-1.

PASSED AND ADOPTED BY THE CEDAR CITY CITY COUNCIL

---

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Phillips	_____	_____	_____	_____
Melling	_____	_____	_____	_____
Riddle	_____	_____	_____	_____
Cox	_____	_____	_____	_____
Wilkey	_____	_____	_____	_____

Presiding Officer

Attest

---

Garth O. Green, MAYOR, Cedar City

---

RENON SAVAGE, RECORDER,  
Cedar City

CEDAR CITY COUNCIL  
AGENDA ITEM - 19

**TO:** Mayor and City Council  
**FROM:** City Attorney  
**DATE:** February 12, 2024  
**SUBJECT:** Consider approving the Iron Horse PID to finance new infrastructure in this area.

**DISCUSSION:**

As was mentioned last week, please note that this item was published as a public hearing for both February 7<sup>th</sup> and 14<sup>th</sup> due to a previous expansion to the PID annexation area.

Changes in the Governing Documents are minor, which you can see in the included version, redlined from last week's version. First, all references to allowing PID funds to be used for impact fees were removed. Second, a couple of contradictory/typo monetary amounts were fixed with the originals saying, "Fifty Dollars (\$50,000)" and the new version saying "Fifty Thousand Dollars (\$50,000). Finally, one missed reference to taxes was removed.

There might be one additional update on the PID's map regarding a legal description. Although the legal description is not faulty, it specifically excludes a portion of roadway that could be improved with PID funding. If the applicants add that excluded portion, Staff will let you know at the meeting.

Please consider approving the previously attached documentation, including the resolution, (updated) governing documents, and interlocal agreement for the Iron Horse PID.

**GOVERNING DOCUMENT  
FOR  
IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT  
CEDAR CITY, UTAH**

Prepared

by

**Gilmore & Bell, P.C.  
Salt Lake City, Utah**

**February 14, 2024**

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LIST OF EXHIBITS

<b>EXHIBIT A</b>	Legal Descriptions
<b>EXHIBIT B</b>	Cedar City Vicinity Map
<b>EXHIBIT C</b>	Initial District and Annexation Area Boundary Map
<b>EXHIBIT D</b>	Interlocal Agreement between the District and Cedar City

## I. INTRODUCTION

### A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

### B. Need for the District.

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### C. Objective of the City Regarding District's Governing Document.

The City's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by Assessments and other legally available revenues of the District. Debt which is issued within these parameters and, as further described in the Financial Plan, will ensure there are no ongoing tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments collected on District properties. It is the intent of this Governing Document that no property taxes are levied by the District. Generally, the cost

of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the City for annexation into or withdrawal from the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation within the District.

Assessment: means the levy of an assessment secured by a lien on property within a District to pay for the costs of Public Improvements benefitting such property, as may be levied pursuant to the Assessment Act.

Assessment Act: means Title 11, Chapter 42, Utah Code as may be amended from time to time.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to collect Assessments.

City: means Cedar City, Utah.

City Code: means the City Code of Cedar City, Utah.

City Council: means the City Council of Cedar City, Utah.

C-PACE Act: means title 11, Chapter 42a of the Utah Code, as amended from time to time.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means Iron Horse Public Infrastructure District.

District Act: means the Special District Act and the PID Act.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any improvement within the District, who is intended to become the ultimate user of such improvement. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from Assessments and/or Fees for the first budget year.

Governing Document: means this Governing Document for the District approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document approved by the City Council in accordance with the City's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as Iron Horse Project.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act, except as specifically limited in Section V below to serve the future property owners and inhabitants of the District Area as determined by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

Special District Act: means Title 17B of the Utah Code, as amended from time to time.

State: means the State of Utah.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### **III. BOUNDARIES**

The area of the Initial District Boundaries includes approximately 2 acres and the Annexation Area Boundaries includes approximately 1,392.033 acres (including the entirety of the Initial District Boundaries). A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section V below.

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The District Area consists of approximately 2 acres of undeveloped land.

Approval of this Governing Document by the City does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto.

### **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

#### **A. Powers of the District and Governing Document Amendment.**

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. **Operations and Maintenance Limitation.** The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the approvals of the City and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage

facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with Sections V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District.

8. Initial Debt Limitation. Prior to the issuance of a certificate of creation by the Office of the Lieutenant Governor of the State, the District shall not: (a) issue any Debt; (b) impose and collect any Assessments used for the purpose of repayment of Debt.

9. No Debt Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Bond Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Bond Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in Section V.A.1-10 above or in Section VIII.B-G. shall be deemed to be material modifications to this Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the City and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the District Area and is approximately \$125,000,000.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of any approvals related thereto. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. THE BOARD OF TRUSTEES**

A. Board Composition. The Board shall be composed of 5 Trustees who shall be appointed by the City Council pursuant to the PID Act. Trustees 1, 2, 3, 4, and 5 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 2 and 4 shall serve an initial term of 4 years; Trustees 1, 3, and 5 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. At the time of annexation of property into the District, the District shall estimate the total number of residential units within the District at full buildout (the "Anticipated Units"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective board seats for the District Boards with residential property shall transition from appointed to elected seats according to the following milestones:

Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 65% of the Anticipated Units have received certificates of occupancy.

Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

Trustee 4. Trustee 4 shall transition to an elected seat after the end of a full term during which 85% of the Anticipated Units have received certificates of occupancy.

Trustee 5. Trustee 5 shall transition to an elected seat after the end of a full term during which 95% of the Anticipated Units have received certificates of occupancy.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Seats set to transition on January 1 of a given year shall hold an election for such seats at the regular election immediately preceding such January 1.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Special District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Special District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with Sections 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

## VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the District. ~~In addition, the District shall be permitted to finance the prepayment of impact fees for the Project.~~ The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Bond Term from revenues derived from the Fees, Assessments and other legally available revenues. All Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including Assessments. The District is not permitted to impose any ad valorem property taxes for the payment of Debt or any

other purpose. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Bond Term.

Each Bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such Bond (the "Maximum Bond Term").

D. Debt Repayment Sources.

The District may impose Assessments as a primary source of revenue for repayment of debt service, at rates to be determined by each District. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. The District may not impose a mill levy on taxable property within their boundaries as a source of revenue for repayment of debt service.

~~The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of Assessments or impact fees. This provision shall not prohibit the division of costs between Assessments or impact fees, but is intended to prevent double charging of End Users for the costs of Public Improvements.~~

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes assessments, fees, District contributions, and other revenues.

H. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the District shall use competent and nationally recognized bond and disclosure counsel and a Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Current year budget including a description of the Public Improvements to be constructed in such year;
10. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
11. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
12. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

#### **X. DISSOLUTION**

Upon an independent determination of each District Board that the purposes for which such District was created have been accomplished, the District shall file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until such District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

#### **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State issuing a certificate of creation, the Board shall record a notice with the recorder of Iron County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the Iron County recorder's office, (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes. Such notice shall further be filed with the City.

**XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the City Code, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. In the event of any conflict between the terms of this Governing Document and the Interlocal Agreement, this Governing Document shall control. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The City Council shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.



## Annexation Area Boundaries

### PARCEL 1 1090.43 ACRES

BEGINNING AT A POINT N89°57'44"W, 1708.33 FEET ALONG THE SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 29, T36S, R11W, SLB&M, SAID POINT BEING THE SOUTHEAST CORNER OF SADDLEBACK RIDGE SUBDIVISION, PHASE 8; THENCE ALONG SAID SECTION LINE N89°57'44"W, 960.30 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 29; THENCE N89°58'00"W, 1337.85 FEET TO THE 1/16TH CORNER; THENCE N0°01'25"E, 2650.10 FEET TO THE 1/16TH SECTION CORNER; THENCE N0°31'43"W, 2665.14 FEET TO THE 1/16TH CORNER; THENCE N0°31'38"W, 2659.56 FEET TO THE 1/16TH CORNER; THENCE S89°43'08"E, 1314.11 FEET TO THE NORTH 1/4 CORNER OF SECTION 20; THENCE ALONG THE SECTION LINE S89°43'14"E, 1478.03 FEET; THENCE S0°16'46"W, 56.29 FEET; THENCE N89°43'14"W, 238.71 FEET; THENCE S0°16'46"W, 208.71 FEET; THENCE S89°43'14"E, 438.71 FEET; THENCE N0°16'46"E, 265.00 FEET TO THE SECTION LINE; THENCE ALONG SAID SECTION LINE S89°43'14"E, 950.29 FEET TO THE N.W. CORNER OF SECTION 21; THENCE ALONG THE SECTION LINE N88°34'02"E, 539.12 FEET TO THE SOUTHERLY LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID SOUTHERLY LINE S73°56'03"E, 72.50 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 11°33'38"; THENCE ALONG THE ARC OF SAID CURVE 110.16 FEET; THENCE S62°22'25"E, 400.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 546.00 FEET AND A CENTRAL ANGLE OF 8°27'51"; THENCE ALONG THE ARC OF SAID CURVE 80.66 FEET; THENCE S53°54'34"E, 253.10 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 669.50 FEET AND A CENTRAL ANGLE OF 28°14'18"; THENCE ALONG THE ARC OF SAID CURVE 329.97 FEET; THENCE S25°40'16"E, 170.92 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 630.50 FEET AND A CENTRAL ANGLE OF 42°49'26"; THENCE ALONG THE ARC OF SAID CURVE 471.25 FEET; THENCE S68°29'42"E, 534.97 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 619.50 FEET AND A CENTRAL ANGLE OF 21°07'44"; THENCE ALONG THE ARC OF SAID CURVE 228.45 FEET; THENCE S47°21'58"E, 469.84 FEET; THENCE N42°38'02"E, 4.00 FEET; THENCE S47°21'58"E, 371.83 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 676.50 FEET AND A CENTRAL ANGLE OF 28°39'17"; THENCE ALONG THE ARC OF SAID CURVE 338.33 FEET; THENCE S76°01'15"E, 478.83 FEET TO THE 1/16TH SECTION LINE; THENCE LEAVING SAID SOUTH LINE OF CROSS HOLLOW ROAD AND ALONG SAID 1/16TH SECTION LINE S01°22'30"E, 309.70 FEET TO THE 1/16TH CORNER; THENCE ALONG THE 1/16TH SECTION LINE S89°27'51"W, 187.39 FEET; THENCE S19°36'51"W, 236.92 FEET; THENCE S56°10'42"W, 286.69 FEET; THENCE S65°53'24"E, 569.56 FEET; THENCE S01°22'20"E, 60.93 FEET; THENCE S65°53'24"E, 104.79 FEET; THENCE S09°31'43"E, 590.00 FEET; THENCE S03°57'37"E, 286.24 FEET; THENCE S14°05'16"E, 349.70 FEET; THENCE S29°22'56"E, 434.95 FEET; THENCE S44°18'21"W, 520.65 FEET TO THE SECTION LINE; THENCE S89°51'05"W, 100.00 FEET TO THE 1/16TH SECTION CORNER; THENCE ALONG THE 1/16TH SECTION LINE S0°06'33"W, 181.44 FEET TO THE NORTHERLY LINE OF IRON HORSE ROAD AND POINT OF NON-TANGENT

CURVATURE TO THE RIGHT HAVING A RADIUS OF 316.75 FEET AND A CENTRAL ANGLE OF 27°11'23" (RADIUS POINT BEARS N15°08'38"W); THENCE ALONG SAID NORTHERLY LINE AND ARC OF SAID CURVE 150.31 FEET; THENCE CONTINUING ALONG SAID NORTHERLY LINE THE FOLLOWING 9 COURSES; N77°57'15"W, 355.71 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 533.00 FEET AND A CENTRAL ANGLE OF 56°12'59"; THENCE ALONG THE ARC OF SAID CURVE 522.96 FEET; THENCE S45°49'46"W, 418.60 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 500.76 FEET AND A CENTRAL ANGLE OF 74°59'57"; THENCE ALONG THE ARC OF SAID CURVE 655.48 FEET; THENCE N59°10'17"W, 320.66 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1567.24 FEET AND A CENTRAL ANGLE OF 16°57'58"; THENCE ALONG THE ARC OF SAID CURVE 464.08 FEET; THENCE N42°12'19"W, 245.53 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 698.76 FEET AND A CENTRAL ANGLE OF 33°00'46"; THENCE ALONG THE ARC OF SAID CURVE 402.61 FEET; THENCE N75°13'05"W, 104.52 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF IRON HORSE ROAD S14°46'55"W, 66.00 FEET; THENCE S35°58'44"W, 32.18 FEET TO THE NORTHWEST CORNER OF LOT 704, SADDLEBACK RIDGE PHASE 7; THENCE ALONG THE BOUNDARY OF SADDLEBACK PHASES 6 AND 7 THE FOLLOWING 10 COURSES; THENCE S15°51'34"W, 138.95 FEET; THENCE S8°14'18"W, 468.97 FEET; THENCE N86°12'20"W, 343.09 FEET; THENCE S59°22'15"W, 628.15 FEET; THENCE S24°27'24"E, 27.87 FEET; THENCE S60°01'41"W, 54.08 FEET; THENCE S67°40'07"W, 121.49 FEET; THENCE S65°32'36"W, 45.00 FEET; THENCE S24°27'24"E, 49.39 FEET; THENCE S69°43'24"W, 141.66 FEET TO THE BOUNDARY OF SADDLEBACK RIDGE PHASE 9; THENCE ALONG SAID BOUNDARY THE FOLLOWING 9 COURSES; N20°16'36"W, 203.69 FEET; THENCE S69°43'24"W, 430.00 FEET; THENCE S20°16'36"E, 74.78 FEET; THENCE S69°43'24"W, 125.00 FEET; THENCE S20°16'36"E, 360.00 FEET; THENCE S69°43'24"W, 170.00 FEET; THENCE S69°20'16"W, 125.15 FEET; THENCE S0°36'00"E, 120.00 FEET; THENCE S20°57'49"W, 46.76 FEET TO THE BOUNDARY OF SADDLEBACK RIDGE PHASE 8; THENCE ALONG SAID BOUNDARY THE FOLLOWING 4 COURSES; S38°44'11"W, 85.67 FEET; THENCE S40°02'31"W, 304.50 FEET; THENCE S28°58'49"W, 393.23 FEET; THENCE S10°34'54"W, 416.76 FEET TO THE POINT OF BEGINNING.  
LESS AND EXCEPTING THE CEDAR CITY WATER TANK PARCEL UTAH PATENT # 19888, IRON COUNTY TAX ID# B-1708-2, RECORDED IN BOOK 1091 PAGES 760-762, IRON COUNTY RECORDS.

**SADDLEBACK RIDGE PHASE 1**  
2.22 ACRES

LOTS 101, 109, 112, 118, 119, AND 120 OF SADDLEBACK RIDGE PHASE 1 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 24, 2020 AS ENTRY NO. 757327, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 2**

1.73 ACRES

LOTS 203, 205, 206, 210, 212, AND 213 OF SADDLEBACK RIDGE PHASE 2 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON APRIL 19, 2021 AS ENTRY NO. 00767122, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 3**

1.31 ACRES

LOTS 301, 311, 314, AND 315 OF SADDLEBACK RIDGE PHASE 3 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON APRIL 19, 2021 AS ENTRY NO. 00767123, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 4**

4.38 ACRES

LOTS 401, 409-418, 420-421, AND 424 OF SADDLEBACK RIDGE PHASE 4 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 18, 2021 AS ENTRY NO. 00781328, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 5**

1.007 ACRES

LOTS 503 AND 512 OF SADDLEBACK RIDGE PHASE 5 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON NOVEMBER 18, 2021 AS ENTRY NO. 00781330, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 6**

18.22 ACRES

LOTS 601-614, 616-623, 627-644 OF SADDLEBACK RIDGE PHASE 6 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON SEPTEMBER 20, 2022 AS ENTRY NO. 00797155, BOOK 1623, (THE "PLAT")

**SADDLEBACK RIDGE PHASE 7**

4.195 ACRES

LOTS 701-703, 705-707, OF SADDLEBACK RIDGE PHASE 7 ACCORDING TO THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 12, 2023 AS ENTRY NO. 00801201, BOOK 1632, PAGE 1811 (THE "PLAT")

**SADDLEBACK RIDGE PHASE 8**

15.737 ACRES

LOTS 801-842 OF THE SADDLEBACK RIDGE PHASE 8 SUBDIVISION ALONG WITH THE OPEN SPACE PARCEL AS RECORDED ON THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 24, 2024 AS ENTRY NO. 814258, BOOK 1665, PAGE 1777 (THE "PLAT").

**PARCEL 2**

147.848 ACRES

BEGINNING AT A POINT N89°53'37"E, 758.28 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 28, T36S, R11W, SLB&M, SAID POINT BEING THE S.E. CORNER OF LOT 302, SADDLEBACK RIDGE PHASE 3; THENCE ALONG SAID PHASE 3 THE FOLLOWING 4 COURSES; N12°16'40"E, 358.09 FEET; THENCE N22°38'34"W, 373.99 FEET; THENCE N01°10'38"W, 269.36 FEET; THENCE N20°27'03"W, 93.96 FEET TO THE COMMON REAR CORNER OF LOTS 406 AND 407, SADDLEBACK RIDGE PHASE 4; THENCE ALONG THE BOUNDARY OF SAID PHASE 4 THE FOLLOWING 3 COURSES; N40°42'59"E, 426.68 FEET; THENCE N36°51'29"W, 125.21 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 700.90 FEET AND A CENTRAL ANGLE OF 8°29'56" (RADIUS POINT BEARS S36°51'29"E); THENCE ALONG THE ARC OF SAID CURVE 103.97 FEET TO THE N.W. CORNER OF LOT 501, SADDLEBACK RIDGE PHASE 5; THENCE ALONG SAID PHASE 5 BOUNDARY THE FOLLOWING 9 COURSES; THENCE S15°38'36"E, 234.90 FEET; THENCE N79°05'50"E, 188.21 FEET; THENCE N45°00'00"E, 192.08 FEET; THENCE N47°35'48"W, 68.33 FEET; THENCE N34°19'37"E, 287.11 FEET; THENCE N16°53'24"E, 194.69 FEET; THENCE N23°01'09"E, 195.00 FEET; THENCE N36°25'47"E, 123.16 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 1663.24 FEET AND A CENTRAL ANGLE OF 8°04'42" (RADIUS POINT BEARS N36°25'47"E); THENCE ALONG THE ARC OF SAID CURVE 234.50 FEET; THENCE N45°16'59"E, 10.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 88°31'37"; THENCE ALONG THE ARC OF SAID CURVE 30.90 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1633.24 FEET AND A CENTRAL ANGLE OF 12°58'53";

THENCE ALONG THE ARC OF SAID CURVE AND SOUTHERLY LINE OF IRON HORSE ROAD 370.04 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE THE FOLLOWING 6 COURSES; S59°10'17"E, 320.66 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 566.76 FEET AND A CENTRAL ANGLE OF 74°59'57"; THENCE ALONG THE ARC OF SAID CURVE 741.88 FEET; THENCE N45°49'46"E, 418.60 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 467.00 FEET AND A CENTRAL ANGLE OF 56°12'59"; THENCE ALONG THE ARC OF SAID CURVE 458.20 FEET; THENCE S77°57'15"E, 355.71 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 382.75 FEET AND A CENTRAL ANGLE OF 9°26'27"; THENCE ALONG THE ARC OF SAID CURVE 63.07 FEET; THENCE S0°06'33"W, 198.92 FEET; THENCE S89°53'27"E, 100.00 FEET TO THE 1/16TH SECTION LINE; THENCE ALONG SAID 1/16TH SECTION LINE S0°06'33"W, 1704.01 FEET TO THE NORTHWESTERLY LINE OF THE I-15 FRONTAGE ROAD BEING A POINT OF NON-TANGENT CURVATURE TO THE RIGHT HAVING A RADIUS OF 21,993.97 FEET AND A CENTRAL ANGLE OF 1°54'21" (RADIUS POINT BEARS N44°03'29"W); THENCE ALONG THE ARC OF SAID CURVE 731.54 FEET TO THE 1/4 SECTION LINE; THENCE ALONG SAID 1/4 SECTION LINE S89°53'37"W, 2693.09 FEET TO THE POINT OF BEGINNING.

**SADDLEBACK RIDGE PHASE 9**

15.90 ACRES

LOTS 901-941 OF THE SADDLEBACK RIDGE PHASE 9 SUBDIVISION ALONG WITH THE OPEN SPACE PARCEL AS RECORDED ON THE SUBDIVISION PLAT, RECORDED WITH THE OFFICE OF THE IRON COUNTY RECORDER ON JANUARY 26, 2024 AS ENTRY NO. 814259, BOOK 1665, PAGE 1778 (THE "PLAT").

**ART & VADA ARMBRUST FAMILY PROPERTIES LLC**

25.17 ACRES

LEGAL BEG AT SE COR SEC 17, T36S, R11W, SLM; ALG S'LY SEC LN OF SD SEC N89°43'14"W 1542.23 FT; LEAVE SD SEC LN N00°16'47"E 601.60 FT; N71°03'52"E 413.73 FT; N40°34'55"E 608.35 FT; N00°06'13"W 6.73 FT; N89°54'06"E 700.00 FT TO PT ON W'LY R/W LN OF CROSS HOLLOW RD; ALG SD R/W LN S00°06'13"E 537.70 FT TO PT OF CURV TO LEFT; ALG SD R/W LN & ALG ARC OF SD CURV 218.49 FT W/ RADIUS OF 650.00 FT & CNTRL ANGLE OF 19°15'35"; N89°54'06"W 4.24 FT TO NON-TANG CURV TO LEFT (RADIUS PT BEAR N70°45'38"E); ALG ARC OF SD CURV 49.19 FT W/ RADIUS OF 654.00 FT & CNTRL ANGLE OF 4°18'35" TO PT ON E SEC LN OF SD SEC 17; ALG SD SEC LN S00°06'13"E 415.53 FT TO POB; EXCPT THEREFR CEDAR CITY CORP POND DESC REC BK 1754/858; SUBJ TO 40 FT LIVE STOCK TRAIL EASE & 20 FT PEDESTRIAN TRAIL EASE DESC REC BK 1425/555; SUBJ TO 70 FT PWRLN EASE DESC REC BK 1162/1469 & 10 FT PWR EASE DESC REC BK 1162/1469 & 33 FT R/W

EASE ALG N PROP LN DESC REC BK 1290/388. SUBJ TO EASE DESC REC BK 1543/1520; SUBJ TO EASE DESC REC BK 1620/471.

**SOUTH BLUFF LC**

1.69 ACRES

BEG AT SW COR SEC 16, T36S,R11W, SLM; N0°06'13"W ALG W LN OF SEC 16, 415.46 FT, SE'LY ALG ARC OF CURV TO LEFT W/ RADIUS OF 654.00 FT, DIST OF 575.10 FT (CHORD OFSD CURV BEAR S48°44'31"E 556.75 FT) S73°56'03"E 126.10 FT TO S LN SD SEC 16, S88°34'28"W ALG SEC LN 539.13 FT TO POB.

**PARCEL 3**

57.449 ACRES

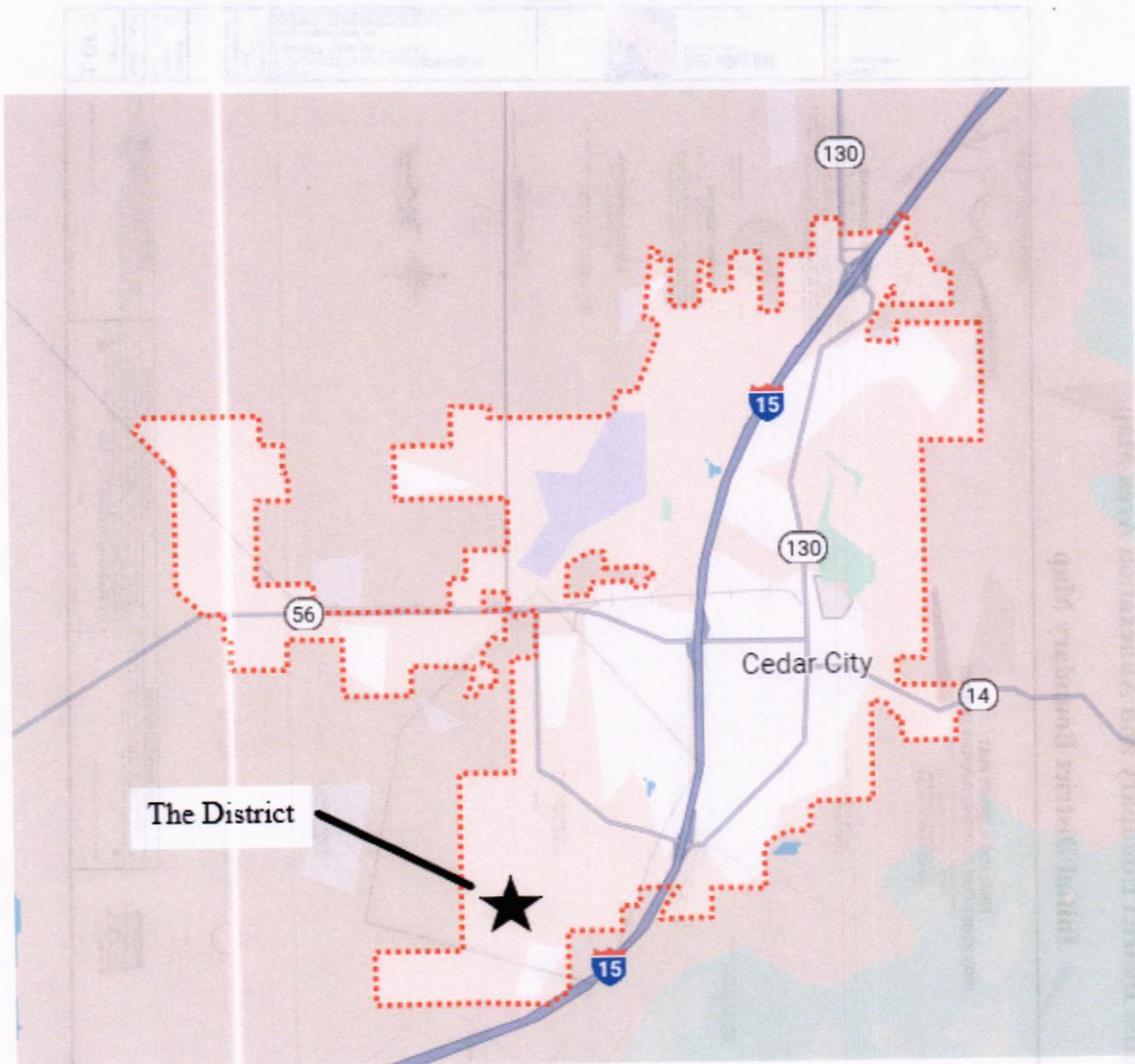
BEGINNING AT A POINT S88°34'02"W, 165.63 FEET ALONG THE SECTION LINE FROM THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M, SAID POINT BEING THE INTERSECT OF THE MOST WESTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED" AND THE SECTION LINE; THENCE ALONG SAID WESTERLY BOUNDARY S15°33'40"W 222.90 FEET; THENCE CONTINUING ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING 24 COURSES, N89°32'29"E 443.22 FEET ; THENCE S88°09'28"E 109.67 FEET ; THENCE S84°02'00"E 93.49 FEET ; THENCE S70°41'53"E 94.41 FEET ; THENCE S66°05'05"E 93.58 FEET ; THENCE S55°27'11"E 92.13 FEET ; THENCE S50°15'43"E 100.24 FEET ; THENCE S61°11'15"E 161.43 FEET ; THENCE S73°03'23"E 135.35 FEET ; THENCE S01°42'39"E 30.82 FEET ; THENCE N88°17'17"E 7.00 FEET ; THENCE S01°42'39"E 122.17 FEET ; THENCE S88°17'21"W 97.36 FEET ; THENCE N65°03'11"W 78.47 FEET ; THENCE N55°45'53"W 75.62 FEET ; THENCE N30°10'27"W 115.03 FEET ; THENCE N64°10'23"W 121.78 FEET ; THENCE S79°08'18"W 136.84 FEET ; THENCE S48°28'00"W 195.31 FEET ; THENCE S20°10'20"E 272.93 FEET ; THENCE S21°58'09"E 426.57 FEET ; THENCE S71°11'34"E 188.55 FEET ; THENCE S36°17'05"E 201.27 FEET ; THENCE S75°09'47"E 166.13 FEET ; THENCE N15°04'19"E 241.94 FEET TO THE SOUTHERLY LINE OF RUDD ROAD ; THENCE ALONG SAID SOUTHERLY LINE S74°55'41"E 66.03 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 522.50 FEET AND A CENTRAL ANGLE OF 15°35'12"; THENCE ALONG THE ARC OF SAID CURVE 142.14 FEET; THENCE N89°29'07"E 39.93 FEET TO THE 1/16TH SECTION CORNER ; THENCE ALONG THE 1/16TH SECTION LINE S01°22'30"E 918.37 FEET TO THE NORTHERLY LINE OF CROSS HOLLOW ROAD ; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING 10 COURSES, N74°52'34"W 473.62 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 34°40'05"; THENCE ALONG THE ARC OF SAID CURVE 347.01 FEET; THENCE N40°12'29"W 877.35 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 626.50 FEET AND A CENTRAL ANGLE OF 52°37'33"; THENCE ALONG THE ARC OF SAID CURVE 575.44 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 573.50 FEET AND A CENTRAL ANGLE OF 67°09'46"; THENCE ALONG THE ARC OF SAID CURVE 672.26 FEET;

THENCE N25°40'16"W 33.54 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 776.50 FEET AND A CENTRAL ANGLE OF 28°45'15"; THENCE ALONG THE ARC OF SAID CURVE 389.69 FEET; THENCE N54°25'31"W 255.38 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 07°56'54"; THENCE ALONG THE ARC OF SAID CURVE 90.17 FEET; THENCE N62°22'25"W 347.35 FEET TO THE SECTION LINE ; THENCE ALONG SAID SECTION LINE N88°34'02"E 1,663.84 FEET TO THE POINT OF BEGINNING.

**PARCEL 4**  
4.747 ACRES

BEGINNING AT A POINT N89°29'43"E, 1169.92 FEET ALONG THE SECTION LINE AND S1°42'39"E, 743.46 FEET ALONG THE EASTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED" FROM THE NORTH 1/4 CORNER OF SECTION 21, T36S, R11W, SLB&M, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF BLACKSTONE P.U.D. 2ND AMENDED"; THENCE ALONG SAID BOUNDARY THE FOLLOWING 6 COURSES, N88°16'54"E 131.95 FEET ; THENCE S81°59'16"E 29.00 FEET ; THENCE N07°50'07"E 4.54 FEET ; THENCE N88°37'08"E 18.08 FEET ; THENCE N01°22'52"W 56.06 FEET ; THENCE N88°37'08"E 117.57 FEET TO THE WEST LINE OF COVE DRIVE ; THENCE ALONG SAID WEST LINE THE FOLLOWING 2 COURSES, S01°22'52"E 206.66 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 437.38 FEET AND A CENTRAL ANGLE OF 47°45'53"; THENCE ALONG THE ARC OF SAID CURVE 364.62 FEET TO A POINT ON THE NORTHERLY LINE OF RUDD ROAD AND POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 83°51'07"; THENCE ALONG THE ARC OF SAID CURVE AND NORTHERLY LINE 43.90 FEET; THENCE S34°42'23"W 20.21 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 77.50 FEET AND A CENTRAL ANGLE OF 54°46'44"; THENCE ALONG THE ARC OF SAID CURVE 74.10 FEET; THENCE S89°29'07"W 243.96 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 477.50 FEET AND A CENTRAL ANGLE OF 15°35'12"; THENCE ALONG THE ARC OF SAID CURVE 129.90 FEET; THENCE N74°55'41"W 66.02 FEET TO THE EASTERLY BOUNDARY OF "THE CLIFFS AT SUNRISE SUBDIVISION AMENDED"; THENCE ALONG SAID BOUNDARY THE FOLLOWING 7 COURSES, N15°04'19"E 167.96 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 07°51'50"; THENCE ALONG THE ARC OF SAID CURVE 67.94 FEET; THENCE N84°17'16"W 20.09 FEET ; THENCE N05°42'54"E 23.64 FEET ; THENCE S84°17'06"E 20.14 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 06°10'57" (RADIUS POINT BEARS N85°31'41"W); THENCE ALONG THE ARC OF SAID CURVE 53.41 FEET; THENCE N01°42'39"W 215.94 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B  
Cedar City Vicinity Map**











**INTERLOCAL AGREEMENT BETWEEN**  
**CEDAR CITY, UTAH**  
**AND**  
**IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this 14<sup>th</sup> day of February, 2024, by and between Cedar City, a political subdivision of the State of Utah (the "City"), and IRON HORSE PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the "District"). The City and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District's Governing Document approved by the City on February 14, 2024 ("Governing Document"); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the City and the District; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement ("Agreement").

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the City or other appropriate jurisdiction in a manner consistent with the approvals of the City and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of

other governmental entities having proper jurisdiction, as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Annexation and Withdrawal Limitation.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries

(e) Annexation or withdrawal of any area in accordance with Sections V.A.6(a) and (b) of the Governing Document shall not constitute an amendment of the Governing Document.

6. Overlap Limitation. Without the written consent of the City, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District.

7. Initial Debt Limitation. Prior to the issuance of a certificate of creation by the Office of the Lieutenant Governor of the State, the District shall not: (a) issue any Debt; nor (b) impose and collect any Assessments used for the purpose of repayment of Debt.

8. No Debt Limitation. So long as Debt is issued in accordance with the provisions of this Governing Document, there is no limit to the amount of Debt that may be issued by any District.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Bond Term have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Bond Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes and disbursed of all assets of such District.

11. Disclosure to Purchasers. Within thirty (30) days of the Office of the Lieutenant Governor of the State issuing a certificate of creation for the District, the Board shall record a notice with the recorder of Cedar City. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the imposition of Assessments; and (d) state that the District is not authorized to impose any property taxes. Such notice shall further be filed with the City.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in Sections V.A.1-10 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than 210 days after the close of the District’s fiscal year, commencing fiscal year 2024, containing the information set forth in Section IX of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Maximum Bond Term. Each Bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such Bond (the "Maximum Bond Term").

16. Governing Document Controls. In the event of any conflict between the terms of this Interlocal Agreement and the Governing Document, the Governing Document shall control.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:           Iron Horse Public Infrastructure District  
c/o Snow Jensen & Reece  
912 West 1600 South, Suite B-200  
St. George, UT 84770  
Telephone: (435) 628-3688  
Email: mence@snowjensen.com  
Attention: Matt Ence

With a Copy to:       Leavitt Land & Investment, Inc.  
176 West 725 South PO Box 1027  
Cedar City, UT 84721  
Attn: Tyler Romeril  
Phone: (435) 586-1558

To the City:           Cedar City  
10 N Main Street  
Cedar City, UT 84720  
Attn: City Manager  
Phone: (435) 586-2950

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

IRON HORSE PUBLIC INFRASTRUCTURE  
DISTRICT

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

CEDAR CITY, UTAH

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_





CEDAR CITY COUNCIL  
AGENDA ITEMS - 20  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 12, 2024  
**SUBJECT:** RAP tax

Last week the council discussed various options to amend the RAP tax ordinance. There was not much agreement on the ideas discussed. As of writing this paper the one council member has sent in a concept. This concept is to leave the 33/33/33 allocation method in place. In addition allocate an additional 5% from the preservation and restoration money set aside for arts and free it up for general allocation to the arts programs.

CEDAR CITY COUNCIL  
AGENDA ITEMS - 22  
DECISION PAPER

**TO:** Mayor and City Council  
**FROM:** City Manager  
**DATE:** February 12, 2024  
**SUBJECT:** Water rights purchase

Last month the Council approved a transaction to purchase 520-acre feet of water rights. The water rights all have priority dates prior to the groundwater management plans cut off date. All of the water rights are currently used north of highway 56.

Attached with this decision paper are the final closing documents that need your approval. In order to complete this transaction, the City's funds will be deposited with the escrow company. They will be used to complete the purchase. Once the purchase is closed the title to the water rights will be encumbered with the attached trust deed. The purpose of the trust deed is to secure the City's interest in the water rights. There will be a second closing shortly after the first closing, at that time the City will receive title to the water rights and release the trust deed. Please note that the buyers we have been working with have created a company to complete this transaction. The name of the company is Midvalley Water, LLC. A search of the state's database confirms the existence of Midvalley Water, LLC as a valid corporation created earlier this month by the folks we have been working with.

If you have any questions, please ask. Please consider approving the final closing documents for the purchase of 520-acre feet of water.

When Recorded Return to:

Cedar City Corporation  
10 North Main  
Cedar City, UT 84720

Space Above for Recorder's

Use

**TRUST DEED**  
**WITH ASSIGNMENT OF RENTS**

**This Trust Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between

**Midvalley Water LLC**, as TRUSTOR, whose address is 240 N East Promontory, Suite 200, Farmington, Utah 84025 and,

**SECURITY ESCROW & TITLE INSURANCE AGENCY, LLC**, a Utah limited liability company, as TRUSTEE, and

**Cedar City Corporation**, as BENEFICIARY,

**Witnesseth:** That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described water rights, situated in Iron County, State of Utah:

**SEE ATTACHED EXHIBIT "A"**

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

**For the Purpose of Securing:**

- (1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of **\$ 5,330,000.00**, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof;
- (2) the performance of each agreement of Trustor herein contained;
- (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and
- (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

**\*NOTE: Trustee may be a member of the Utah State Bar; a bank, building and loan association or savings and loan association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title insurance or abstract company authorized to do such business in Utah.**

**To Protect The Security of This Trust Deed, Trustor Agrees:**

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonable necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property Trustor further agrees:

- (a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an act of default under the terms of this Trust Deed.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. To pay to Beneficiary monthly, in advance, an amount, as estimated by Beneficiary in its discretion, sufficient to pay all taxes and assessments affecting said property, and all premiums on insurance therefor, as and when the same shall become due.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of       N/A       % per annum until paid, and the repayment thereof shall be secured hereby.

9. To pay to Beneficiary a "late charge" not to exceed (      N/A       %) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than       N/A       ( ) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

**IT IS MUTUALLY AGREED THAT:**

10. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in

connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Trust Deed, Trustee may

- (a) consent to the making of any map or plat of said property;
- (b) join in granting any easement or creating any restriction thereon;
- (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof;
- (d) grant any extension or modification of the terms of this loan;
- (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

12. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect to subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor any assumption or liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

13. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

16. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

17. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of

- (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees;
- (2) Cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed;
- (3) All sums expended under the terms hereof, not then repaid, with accrued interest at N/A (      %) per annum from date of expenditure;
- (4) All other sums then secured hereby; and
- (5) The remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

18. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

20. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. This Trust Deed shall be construed according to the laws of the State of Utah.

24. The Trust Deed shall be all due and payable in one lump sum forty-eight (48) hours after the complete execution of this Deed. The Parties understand that the Trustor must consummate its transaction with the Hardin Family Trust regarding the purchase of the Water Rights prior to conveyance to the Beneficiary. The Parties agree that the Trustor shall, immediately (*same day as title company recording schedules will allow*) upon vesting title in the Trustor and said water rights, convey the Water Rights to the Beneficiary, which conveyance shall upon recording fully satisfy the obligations of the Trust Deed. The Deed shall be non-interest bearing. Beneficiary agrees to file for removal of the UCC lien referenced in this Deed agreement immediately upon receipt of the water rights.

25. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

**SIGNATURE OF TRUSTOR**

\_\_\_\_\_

STATE OF UTAH  
COUNTY OF IRON

}  
} ss.

On the \_\_\_\_ day of \_\_\_\_\_, A.D. 2024 personally appeared before me \_\_\_\_\_, the signer(s) of the within instrument, who duly acknowledged to me that she executed the same.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

1. **Water Right No. 73-1442, authorizing diversion of 120-acre feet for irrigation of 30 acres.**
2. **Water Right No. 73-765, authorizing diversion of 93.32-acre feet for irrigation of 23.33 acres.**
3. **Water Right No. 73-797, authorizing diversion of 93.32-acre feet for irrigation of 23.33 acres.**
4. **Water Right No. 73-798, authorizing diversion of 120-acre feet for irrigation of 30 acres.**
5. **Water Right No. 73-799, authorizing diversion of 93.36-acre feet for irrigation of 23.34 acres.**

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**DO NOT DESTROY THIS NOTE:** When paid, this note, with Deed of Trust securing same, must be surrendered to trustee for cancellation before reconveyance will be made.

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**NOTE SECURED BY DEED OF TRUST**  
(INSTALLMENT - INTEREST INCLUDED)

\$ \_\_\_\_\_

**Cedar City, Utah**

{date of Note}

**FOR VALUE RECEIVED**, the undersigned (Maker) jointly and severally, promise to pay to the order of

**{LENDER}**

at its office in \_\_\_\_\_

**amount of note**

together with interest from \_\_\_\_\_ at the rate of \_\_\_\_\_ % per annum on the unpaid principal, said principal and interest payable as follows:

{TERMS OF THE RE-PAYMENT}

**THE MAKER OF THIS NOTE RESERVES THE RIGHT TO PRE-PAY IN WHOLE OR IN PART THE BALANCE OF THIS NOTE AT ANY TIME.**

Any payment of principal or interest not paid when due shall bear interest thereafter at the rate of \_\_\_\_\_ % per annum until paid, and shall further be assessed a penalty of \_\_\_\_\_ % of the payment amount due if payment remains unpaid after \_\_\_\_\_ days. Payments subject to the above penalties shall include any periodic payments required by this Note, payment in full due at maturity, and/or payment in full due to this Note being called due as a result of default in any terms of this Note or the Trust Deed securing this Note.

If default occurs in the payment of said installments of principal and interest or any part thereof, the holder hereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

If this note is collected by an attorney after default in the payment of principal and interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part thereof, with or without substitution.

This note is secured by a **Deed of Trust to Security Escrow & Title Insurance Agency, LLC, a Utah limited liability company**, as Trustee.

