

# Cedar City

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

## CITY COUNCIL WORK MEETING

JUNE 18, 2014

5:30 P.M.

### **Mayor**

Maile L. Wilson

### **Council Members**

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

### **City Manager**

Rick Holman

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

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
  - Mayor and Council Business
  - Staff Comment
- IV. Public Agenda
  - Public Comments
- V. Business Agenda
  - Public
    1. Public Hearing to consider a zone change from R-2-2 (multiple family dwellings) to R-2-1 (single family dwellings) on property located at approximately 2300 South and Talon Drive – InSite Engineering
    2. Public Hearing to consider a zone change from Annex Transition (AT) to Residential – 1 (R-1) on property located in the vicinity of 150 South Kingsbury Drive – Platt & Platt Engineering
    3. Consider final plat approval and approval of bond agreement for Boulevard Plaza, Phase I PUD – Bob Platt.
  - Staff
    4. Consider a resolution authorizing application to the Governor's Office of Economic Development for the renewal of a recycling market development zone in Iron County – Brennan Wood
    5. Consider outdoor advertising agreement with Yesco Outdoor Media – Dan Rodgerson
    6. Consider a Veterinarian Services Agreement – Chief Allinson
    7. Review bids for the Golf Course Prairie Dog Fence installation project – Kit Wareham
    8. Request to transfer capital funds from the Aquatic Center to the Parks Department – Dan Rodgerson
    9. Consider the Certified Tax Rate – Jason Norris
    10. Executive Session – reasonably imminent litigation

Dated this 16<sup>th</sup> day of June, 2014.

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Renon Savage, CMC  
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 16<sup>th</sup> day of June, 2014.

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Renon Savage, CMC  
City Recorder

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

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

CEDAR CITY COUNCIL  
AGENDA ITEMS V - 1  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 16, 2014

**SUBJECT:** Zone change from Residential -2, multi-family (R-2-2) to Residential -2, single family (R-2-1) on property located in the vicinity of 2300 South Talon Drive

**DISCUSSION:**

The property in this proposed zone change area is currently zoned R-2-2. The current zoning would allow a construction of duplexes, twin homes, or other such medium density multi-family dwelling units. The proposal is to re-zone the property to R-2-1, which is a zone that will not allow duplexes, twin homes, or other such medium density multi-family dwelling units, but will allow single family dwelling units on lots that are slightly smaller than allowed in R-1. The R-1 lot size standard is a minimum 10,000 square foot lot. The R-2-1 lot size standard is a minimum 7,000 square foot lot.

The property covered by the proposed zone change is designated low density residential in the City's general land use plan. The proposed zone change will bring the property closer in line with the general land use plan. The proposal has received a positive recommendation from the Planning Commission. Attached is a copy of the planning commission minutes, a draft ordinance, and a map showing the proposed zone change. The legal description for the ordinance is being reviewed by engineering and will be in you action meeting packets. Staff has been made aware of a slight difference between the exact configuration of the proposed zone change between the planning commission meeting and the City Council meeting. So the map in your packet may be slightly different than the map projected during the Council Meeting. Engineering can explain the scope of the change during the work meeting.

The proper public hearing notices have been published in the daily news and posted on the State web page.

Please consider approving the proposed zone change request.

CEDAR CITY ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL -2 MULTI FAMILY (R-2-2) TO RESIDENTIAL -2 SINGLE FAMILY (R-2-1) ON PORPERTY LOCATED IN THE VICINITY OF 2300 SOUTH TALON DRIVE.

**WHEREAS**, the owners of property located in the vicinity of 2300 South Talon Drive have petitioned the City to change zoning designation from R-2-2 to R-2-1 on property that is more particularly described as:

{Insert legal description here}

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

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

**NOW THEREFORE BE IT ORDAINED** by the City Council of Cedar City, State of Utah, that the City's zoning designation be amended so that the above described land is designated R-2-1 and that City staff is hereby directed to make the necessary changes to the City's zoning map.

*Remainder of page intentionally left blank.*

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

Dated this \_\_\_\_\_ day of June , 2014.

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MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

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RENON SAVAGE  
RECORDER

**CEDAR CITY PLANNING COMMISSION**

**MINUTES**

April 1, 2014

The Cedar City Planning Commission held a Meeting on Tuesday, April 1, 2014, at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: - Fred Rowley, Rich Gillette, Mike Mitchell, Vance Smith, Jill Peterson, Kent Peterson

Members absent: Kristie McMullin-Excused

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

Others in attendance: Ron Larsen, Blake DeMille, Mike Ulrich, Brant Parker, Chyanne Parker, Dalen Williams, Dan Huntsman

**Kent made a motion to make Vance the chair Pro-Tem, seconded by Fred and the vote was unanimous.**

The meeting was called to order at 5:16 p.m.

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

- 1- **Approval of Minutes (March 18, 2014)**  
(Approval)

**Fred moved to approve the minutes of March 18, 2014, seconded by Kent and the vote was unanimous.**

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- |  |                           |  |
|--|---------------------------|--|
| 2- <b>Zone Change R-2-2 to R-2-1</b><br>(Recommendation) | <b>Talon Dr-at S. Mt.</b> | <b>Three Eagle LLC</b><br><b>InSite Eng.</b> |
|--|---------------------------|--|

Ron Larsen said they brought the vicinity of this subdivision through last meeting. The zoning did not match the lot lines, and it is currently zoned for twin homes or duplexes. They have changed this line to match the lot lines now, and want to change the zone from the R-2-2 to R-2-1 for single family homes only. Vance pointed out that this will clean it up as was discussed last time.

There is a portion of the subdivision that will still be R-1 and the lots are all at least 10,000 square feet per the ordinance.

Mike Ulrich a resident was a little confused, as he said he tried to find out the difference between these two R-2 zones. Paul pointed out that the R-2-1 would be for smaller lots, but single family homes only. If it were to remain the R-2-2, that would allow for twin homes or duplexes.

Vance pointed out that the developers have made these changes due to the concerns of the neighbors in past meetings. This will change the zoning and also the line between the zones to match the lots better.

**Fred moved to give a positive recommendation to the City Council for this zone change, seconded by Mike and the vote was unanimous.**

**3- Lease of City Property  
(Recommendation)**

**South of Old Sewer  
Treatment Plant**

**Blake DeMille &  
Landon Floyd**

Blake DeMille presented, he said that they are proposing to lease some land from the City along Bulldog Road. He pointed out on the map the areas of the 6.9 acres and the 13 acres. There is a sewer line and also a waterline that run diagonally through this land that are both live and being used. They are interested in the 13 acres for a gravel pit. It has been used in the past and has had some mining activity. The surrounding area to the west and east are also gravel pits. They would want to mine the 13 acres site and leave the 6.9 front site as that is prime along the roadway and the City may want to do something else there.

Fred wondered how far away from those sewer and waterlines they would need to stay. Kit said that was quite a ways, they need to bring down that 1 to 1 slope, and be about 50' from those lines. Blake pointed out the only one on the sewer line was the paint shop to the south.

Fred asked why this comes before the Planning Commission (PC). Kit said anytime the City is selling or leasing property, it goes to the Planning Commission. Paul said it then would go on to the City council for approval. All the PC need do is say if they think that letting the City lease this out was a good idea or not.

Blake said they would want a lease of 5 years, then after that, the first right of refusal. They would assess things at that point. If they wanted to continue, they would need to move those utility lines.

Vance said this would need to be different from other City leases. Also, he wondered why the City did not use this as a gravel pit. Kit said the entire area is gravel pits. The City has never used it, but in discussions, they would like a provision in this lease that the City can also mine material out of it.

Fred pointed out that the City probably does not have the equipment that this private firm would. Kit also said that the City has used other material from other areas, but this area is better material. Blake said they have discussed the City use of material with Kit.

Fred wondered how deep the sediment goes. Kit thought about 6-8 feet. Blake pointed out that Western Rock hit the water table as that area shows up on the map now with water there. Blake also said they would only need to go about 15' deep when Western Rock was maybe 30' deep when they hit the water.

Fred pointed out that at this point, if they decide to lease it out, then the highest bidder would get to use that land.

Paul said that staff has discussed this with them, when they lease the gravel pit they would need to abide by slopes, keep away from those utility lines, and do some sort of reclamation after the mining is done. If the PC wanted to stipulate any of these things, they would need to bring that up now as part of the lease agreement package.

Blake said that is why they changed this and left the 6.9 acre parcel out as that would be prime



CEDAR CITY COUNCIL  
AGENDA ITEMS V - 2  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 16, 2014

**SUBJECT:** Zone change from Annex Transition (AT) to Residential -1 (R-1) on property located in the vicinity of 150 South Kingsbury Drive.

**DISCUSSION:**

This is a request for a zone change on approximately 3.5 acres of land. The proposed zone change is in conformance with the General Land Use Plan, and has received a positive recommendation from the Planning Commission. Attached is a copy of the planning commission minutes, a draft ordinance, and a map showing the proposed zone change. The proper public hearing notices have been published in the Daily News and posted on the State Public Notice web page.

Please consider approving the proposed zone change.

Vance pointed out then, that the additional space for parking would be what is needed for the type of tenant they are trying to get.

**Vance moved to give a positive recommendation to City Council for the disposal of this property, seconded by Rich and the vote was unanimous.**

**4- Parcel Modification  
(Approval)**

**Along Cross Hollow Road  
West side**

**Armbrust Family /  
Watson Engineering**

Tim Watson pointed out this property as being south of the rodeo arena, and west of Cross Hollow Road. They are asking for a realignment of 5 parcels. They are individual parcels now, some were made when they annexed, and the Armbrust's purchased several different parcels. Some were annexed back in 2005 - 2006. This is a smaller portion of the several hundred acres that the Armbrust's own. There are 5 parcels with separate tax ID numbers. They just want to re-adjust those parcel lines to match up better with the zoning. He pointed out the dividing line between the commercial and residential zones. Later, they will come back and do minor lots within these areas. In one parcel is the Green's Lake #5 pond parcel. He pointed out utility easements and said there are a couple of drainage inlets to this pond that are in dispute and they are shown but the locations are not 100% and there are further negotiations going on with that. They are only requesting at this time the parcel modification of these 5 parcels.

Kit said there are no concerns with the parcels. They have addressed all that the City requested. **Rich moved to approve this parcel modification as shown. Seconded by Jill and the vote was unanimous.**

**5- Zone Change AT to R-1  
(Recommendation)**

**150 S Kingsbury Dr.**

**Justin Barnes  
/Platt & Platt**

Bob Platt said they were here just last month with the vicinity of the Temple View subdivision. The property was zoned AT when it was annexed and they are requesting R-1 which is in compliance with the subdivision that was presented, and also the general plan.

**Rich moved to give a positive recommendation to City Council for the zone change from AT to R-1 on this property, seconded by Mike and the vote was unanimous.**

**6- PUD Final Plat  
(Recommendation)**

**Boulevard Plaza Phase 1**

**Platt & Platt**

Bob Platt said the preliminary of this PUD was presented some months ago. This is Phase 1 of the Boulevard Plaza PUD. He pointed out the parcels and the remaining one for a future phase. This has been reviewed by City staff and is all ready to go. Kit said they only put a couple of things on the plat for clarification of the utilities. Parking was asked about and Bob said there will be plenty of parking for all development here, and they will have cross easements so they can also share all the parking.

**Jill moved to give a positive recommendation to the City Council for this PUD final Plat, seconded by Vance and the vote was unanimous.**

CEDAR CITY ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM ANNEX TRANSITION (AT) TO RESIDENTIAL – 1 (R-1) ON PROPERTY LOCATED IN THE VICINITY OF 150 SOUTH KINGSBURY DRIVE .

**WHEREAS**, the owners of property located in the vicinity of 150 South Kingsbury Drive have petitioned the City to change zoning designation from AT to R-1 on property that is more particularly described as:

BEGINNING AT A POINT WHICH IS SITUATED S. 89°50'57" W. ALONG THE SECTION LINE 2000.15 FEET AND S. 0°24'08" E. 899.34 FEET FROM THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE S. 0°24'08" E. 300.00 FEET, THENCE S. 89°50'57" W. 350.00 FEET, THENCE N. 0°09'01" E. 150.00 FEET, THENCE S. 89°50'57" W. 316.26 FEET TO THE NORTH-SOUTH 1/4 SECTION LINE OF SAID SECTION 17, THENCE N. 0°30'23" W. ALONG THE 1/4 SECTION LINE 150.99 FEET TO THE SOUTHWEST CORNER OF LOT 43, CIMARRON HEIGHTS SUBDIVISION, THENCE N. 89°56'01" E. ALONG THE SUBDIVISION BOUNDARY 665.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.50 ACRES OF LAND.

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

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

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

*Remainder of page intentionally left blank.*

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

Dated this \_\_\_\_\_ day of June , 2014.

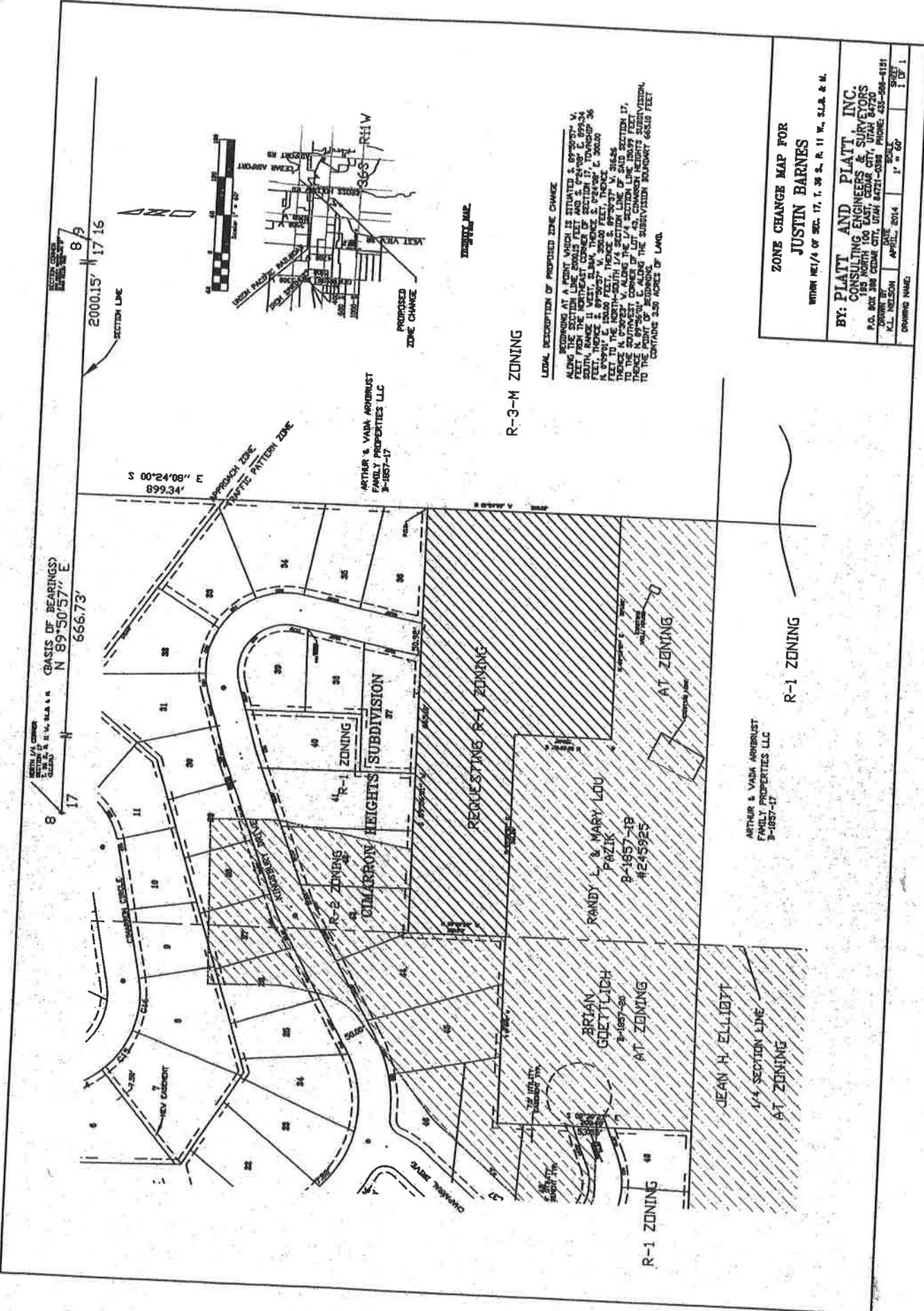
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MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

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RENON SAVAGE  
RECORDER



**R-3-M ZONING**

**LEGAL DESCRIPTION OF PROPOSED ZONE CHANGE**  
 BEGINNING AT A POINT WHICH IS ESTIMATED TO BE 89'00\"/>

**ZONE CHANGE MAP FOR  
JUSTIN BARNES**

WITHIN NE 1/4 OF SEC. 17, T. 36 S., R. 11 W., S.L.B. & M.

**BY: PLATT AND PLATT INC.**  
 CONSULTING ENGINEERS & SURVEYORS  
 185 NORTH 400 WEST, CEDAR CITY, UTAH 84720

DRAWN BY: JCL NELSON DATE: APRIL, 2014 SCALE: 1\"/>

DRAWING NAME: SHEET 1 OF 1

CEDAR CITY COUNCIL  
AGENDA ITEMS V -  
DECISION PAPER

**TO:** Mayor and City Council

**FROM:** Paul Bittmenn

**DATE:** June 16, 2014

**SUBJECT:** Final plat approval for the Boulevard Plaza phase 1, PUD, and approval of bond agreement.

**DISCUSSION:**

The Boulevard plaza PUD is located in the vicinity of 1000 South Main Street. Phase 1 of the PUD contains lots 1, 2, and 3 (please see the attached map). Phase 1 consists of approximately 6.668 acres of land. While the vast majority of the improvements have been completed there is a small bond associated with the project (\$700 for public improvements and \$4,884 for private improvements). The title report for the property shows the proposed sub-divider owns the land, the 2013 taxes are paid, and there are no significant liens on the property. The sub-divider has submitted a copy of the Conditions, Covenants, and Restrictions that are ready for recording. These CC&Rs contain provisions allowing the collecting of money to provide for the common maintenance of the property. All of the applicable fees to the City have been paid.

The planning commission provided a positive recommendation. A copy of the planning commission minutes are attached as is a map showing the proposed area.

Please consider approving the Boulevard Plaza phase 1 PUD.

Vance pointed out then, that the additional space for parking would be what is needed for the type of tenant they are trying to get.

**Vance moved to give a positive recommendation to City Council for the disposal of this property, seconded by Rich and the vote was unanimous.**

**4- Parcel Modification  
(Approval)**

**Along Cross Hollow Road  
West side**

**Armbrust Family /  
Watson Engineering**

Tim Watson pointed out this property as being south of the rodeo arena, and west of Cross Hollow Road. They are asking for a realignment of 5 parcels. They are individual parcels now, some were made when they annexed, and the Armbrust's purchased several different parcels. Some were annexed back in 2005 - 2006. This is a smaller portion of the several hundred acres that the Armbrust's own. There are 5 parcels with separate tax ID numbers. They just want to re-adjust those parcel lines to match up better with the zoning. He pointed out the dividing line between the commercial and residential zones. Later, they will come back and do minor lots within these areas. In one parcel is the Green's Lake #5 pond parcel. He pointed out utility easements and said there are a couple of drainage inlets to this pond that are in dispute and they are shown but the locations are not 100% and there are further negotiations going on with that. They are only requesting at this time the parcel modification of these 5 parcels.

Kit said there are no concerns with the parcels. They have addressed all that the City requested. **Rich moved to approve this parcel modification as shown. Seconded by Jill and the vote was unanimous.**

**5- Zone Change AT to R-1     150 S Kingsbury Dr.  
(Recommendation)**

**Justin Barnes  
/Platt & Platt**

Bob Platt said they were here just last month with the vicinity of the Temple View subdivision. The property was zoned AT when it was annexed and they are requesting R-1 which is in compliance with the subdivision that was presented, and also the general plan.

**Rich moved to give a positive recommendation to City Council for the zone change from AT to R-1 on this property, seconded by Mike and the vote was unanimous.**

**6- PUD Final Plat  
(Recommendation)**

**Boulevard Plaza Phase 1**

**Platt & Platt**

Bob Platt said the preliminary of this PUD was presented some months ago. This is Phase 1 of the Boulevard Plaza PUD. He pointed out the parcels and the remaining one for a future phase. This has been reviewed by City staff and is all ready to go. Kit said they only put a couple of things on the plat for clarification of the utilities. Parking was asked about and Bob said there will be plenty of parking for all development here, and they will have cross easements so they can also share all the parking.

**Jill moved to give a positive recommendation to the City Council for this PUD final Plat, seconded by Vance and the vote was unanimous.**



**CEDAR CITY COUNCIL  
AGENDA ITEM \_\_\_\_\_**

**INFORMATION SHEET**

**TO:** Mayor and City Council

**FROM:** Economic Development, Brennan Wood

**DATE:** June 6, 2014

**SUBJECT:** Recycling Market Development Zone

**DISCUSSION:** Request for Council Action, request approval of Resolution No. \_\_\_\_\_ authorizing the Cedar City – Iron County Office of Economic Development to apply to Governor’s Office of Economic Development for Recycling Market Development Zone (RMDZ) in Cedar City.

**DETAILS:** Since 1996, Utah Code has allowed tax credits to businesses for purchasing certain types of industrial equipment and operating costs if the business is located within a Recycling Market Development Zone (RMDZ), as approved by the Governor’s office of Economic Development.

Two types of State income tax credits are available:

- 1) 5% Utah state income tax credit on the cost of machinery and equipment
- 2) 20% Utah state income tax credit (up to \$2,000) on eligible operating expenses

All eligible businesses must request their tax credits through the State tax system; Cedar City does not offer any financial assistance to the businesses. The creation of a zone simply allows businesses to begin the process of applying for the State tax income credits.

GOED requires that municipalities obtain authorization from City Council, by resolution, to submit the application to them.

There is no fiscal impact on the City. The Office of Economic development will facilitate this program and make Cedar companies aware of the program and potential tax savings.

I recommend that City Council approve this resolution, authorizing Economic Development to renew their application to the State for authorization of the RMDZ.

**CEDAR CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING APPLICATION TO THE GOVERNOR’S OFFICE OF ECONOMIC DEVELOPMENT FOR THE RENEWAL OF A RECYCLING MARKET DEVELOPMENT ZONE IN CEDAR CITY**

WHEREAS, tax credits are available to certain businesses operating within a Recycling Market Development Zone (RMDZ), as established by the Utah Governor’s Office of Economic Development per Section 63M-1-1104, Utah Code Annotated;

WHEREAS, Cedar City will not be impacted financially, other than notifying businesses that the RMDZ tax credits are available from the State;

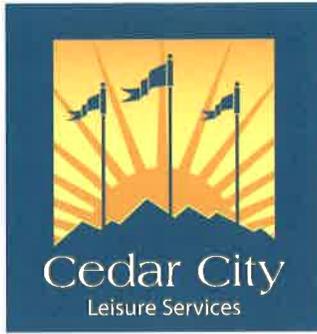
WHEREAS, the Recycling Market Development Zone is established for 5 years and must be renewed every 5 years through the Governor’s Office of Economic Development;

WHEREAS, Cedar City sees the demand for recycled products growing and opportunity for new and expanding recycling based manufacturing services. More and more products are recycled and used to manufacture new products. Furthermore, Cedar City sees recycling as an economic development tool for potential relocations and as a means to help our local manufactures expand. Our goal is to create a business friendly environment and create additional jobs;

WHEREAS, the proposed Recycling Market Development Zone will follow the current land use zone for property zoned Industrial and Manufacturing -1 (I&M 1) and Industrial and Manufacturing -2 (I&M 2) in Cedar City, the Recycling Market Development Zone is comprised entirely of areas presently identified as manufacturing and industrial zones and these zones are compatible with the purposes of the recycling zone and the types of businesses that are expected to participate in the RMDZ tax benefits.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL THAT:

Cedar City authorizes submittal of the application (Exhibit “A”) to the Governor’s Office of Economic Development for the renewal of a Recycling Market Development Zone.



# Cedar City

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2090 W. Royal Hunte Dr. • Cedar City, Utah 84720

(435) 865-9223 • Fax (435) 867-6075

[www.cedarcity.org](http://www.cedarcity.org)

To: City Council

From: Dan Rodgerson

Re: Agreement with YESCO

Date: June 13, 2014

Last year we received a grant from the Tourism Bureau for a billboard sign along 1-15 promoting Cedar Ridge Golf Course.

Attached is an advertising agreement with YESCO Outdoor advertising for your consideration.

# YESCO Outdoor Media

## Outdoor Advertising Agreement

Upon acceptance by YESCO, this Outdoor Advertising Agreement ("Agreement") becomes effective on the Date Signed below, between YESCO Outdoor Media LLC, a Utah limited liability company ("YESCO") and Cedar City Leisure Services Cedar City Corp, a Corporation UTAH Municipal Corp of 286 N. Main, Cedar City, UT, 84720 ION. MAIN ("Customer").

A. YESCO SHALL PROVIDE SPACE TO CUSTOMER on an outdoor advertising display (the "Display") described below, and shall post advertising thereon, pursuant to the terms and conditions set forth in this Agreement, for a period of 12 consecutive months (the "Term") beginning on the first day of the month immediately following the initial posting (which is anticipated to occur May, 2014), plus, if applicable, the initial partial month remaining after posting.

B. ILLUMINATION, if applicable, shall be from dusk to Midnight, or as prescribed by local law, whichever time is less.

Display Location	Unit #	Size of Copy Area	Illumination	Gross Price per Month	Net Price per Month
I-15 0.8 mi N/O Exit 51 WS	17333S	14'x48'	Yes	\$0.00	\$402.33

Special Terms & Conditions:  
so. cedar

if YESCO provides vinyl material it is to be billed separately at \$1.00 per square foot net, plus tax (if applicable), plus shipping (if applicable), due upfront. vinyl installations are to be billed separately at \$500.00 each, due upfront.

Additional embellishments or extensions will be quoted separately and will require a separate form of approval.

## Payment Terms

1. CUSTOMER (or its advertising agency "Agency" if Customer is so represented) SHALL PAY TO YESCO a pro-rated amount for the initial partial month if applicable, and \$ 402.33 plus applicable sales tax on the first day of each consecutive month thereafter in advance (the "Monthly Payment") during the Term, and thereafter until this Agreement is cancelled by either party as follows: (a) Customer may cancel by delivering written notice of cancellation to YESCO at least 30 days prior to the expiration of the Term; otherwise this agreement shall continue in full force and effect on a month-to-month basis until YESCO receives at least 30 days written notice of cancellation; or (b) YESCO may cancel at any time by delivering 30 days written notice of cancellation to Customer.

2. AS PART SECURITY for the performance by Customer's obligations hereunder, the sum of \$ 0.00 is hereby deposited by Customer with YESCO. In the event Customer timely performs all of Customer's obligations hereunder, such deposit shall be returned.

## General Terms and Conditions

1. BILLING AND PAYMENTS: The initial partial month pro-rated amount and the first Monthly Payment shall be due on the date advertising is first posted on the Display. Charges thereafter will be on a "first-of-the-month" basis. YESCO's acceptance of late payment(s) shall not be construed as a waiver of YESCO's rights relative to any subsequent late payment(s) or any other event of default.

2. CUSTOMER TO PROVIDE COPY: Customer shall provide copy (which means text, graphics, artwork, and all other advertising, hereinafter "Copy") for the initial posting within thirty (30) days after the date of this Agreement. Failure to do so shall entitle YESCO, at its option, to commence billing of the Monthly Payment and Customer shall be liable for all charges therefor. If Customer orders a change of Copy that is not provided for herein, Customer shall pay for such additional work in accordance with YESCO's then current quoted rates.

3. OWNERSHIP: Customer warrants that it possesses full legal right to use, and to allow YESCO to use as contemplated in this Agreement, all information or Copy of whatever kind and whatever form delivered by Customer to YESCO.

Customer will indemnify, defend, and hold harmless YESCO and its officers, directors, employees, and agents from all claims, losses, costs and other damages (including reasonable attorney's fees) suffered by YESCO because of Customer's breach of this warranty. Customer's obligations in this paragraph shall survive the termination of this Agreement.

4. REJECTION OF PROPOSED COPY: YESCO may reject any Copy that YESCO in its sole discretion determines is or may be false, misleading, deceptive, offensive to the moral standards of the community, may induce a violation of existing law, may result in the creation of new laws or regulations designed to restrict outdoor advertising or the outdoor advertising industry, or which in any way reflects adversely on the character, integrity, or standing of any person or business.

5. LOSS OF DISPLAY AND INTERRUPTION OF SERVICE: Customer acknowledges that YESCO Display Locations may be subject to the terms and conditions of various ground lease contracts. If any Display or proposed Display

Outdoor Advertising Agreement

Location becomes permanently or temporarily unavailable to YESCO during the Agreement Term, or should any proposed Display Location become excessively burdensome to secure, or should any Display become completely or partially obstructed, or partially destroyed or defaced, or should YESCO for any reason change the location of any Display, the resulting loss of advertising space at any specific location shall not be construed as a breach or termination of this Agreement. Any non-procurable or lost Display Location shall be replaced, when possible, with a mutually agreeable alternate location, and the Agreement Term shall be extended by the same length of time that advertising space was unavailable. If the parties cannot mutually agree, YESCO shall designate an alternate location of equal value according to YESCO's then prevailing prices and classifications. If a lighted Display loses all illumination, Customer shall receive a credit equal to twenty percent (20%) of that portion of the Monthly Payment allocable to the period beginning seventy-two (72) hours after written notice of the loss is received by YESCO and ending when the illumination is restored. If illumination is impossible due to power blackouts or other causes beyond YESCO's reasonable control, while such cause continues YESCO shall have no obligation to provide illumination; however, this Agreement shall otherwise remain in full force and effect. In the event YESCO is unable to deliver advertising for any other reason, YESCO will issue credit on a pro-rata, monthly basis to Customer for that portion of the advertising not delivered.

6. DEFAULT: If Customer fails to deliver to YESCO any Monthly Payment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it (collectively "Default"), Customer shall, without notice, become obligated to immediately pay to YESCO an amount equal to the 1) sum of all unpaid Monthly Payments previously accrued, plus 2) liquidated damages (for loss of a bargain and not as a penalty) in an amount equal to seventy-five percent (75%) of the sum of all remaining Monthly Payments. If this Agreement is cancelled by Customer for any reason before advertising is placed on the Display, Customer will pay twenty percent (20%) of the total sum of all the Monthly Payments as liquidated damages. YESCO shall have no obligation to display Customer's advertising on the Display at any time this Agreement is in Default.

7. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, Customer shall pay all costs and expenses resulting therefrom, including reasonable attorneys' fees. THE MAXIMUM LIABILITY OF YESCO, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO CUSTOMER FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CUSTOMER'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE MONTHLY PAYMENTS RECEIVED BY YESCO, except in the case of YESCO's gross negligence or willful misconduct.

8. INDEMNIFICATION: Except to the extent of YESCO's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless YESCO and its of-

ficers, directors, employees, agents, and subcontractors from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to this Agreement. This paragraph shall survive the expiration or earlier termination of this Agreement.

9. TRANSFERS AND ASSIGNMENT: If Customer determines to sell or otherwise transfer ownership (or other rights) to its business assets, Customer shall deliver to YESCO written notice of such intention at least thirty (30) days prior to closing. At the time of closing and with proceeds therefrom, Customer shall pay to YESCO an amount equal to the sum of items 1) and 2) of Section 6 above, unless YESCO has previously agreed in writing to Customer's assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties. Customer may not transfer its interests, rights, and obligations in this Agreement, nor shall Customer sublet or donate any advertising hereunder without the prior written consent of YESCO. YESCO may freely transfer its interests, rights, and obligations in this Agreement.

10. AGENCY IS RESPONSIBLE: If this Agreement is executed for Customer by an agency, Agency warrants and represents that it is fully authorized to enter into this Agreement for and in behalf of Customer. Agency hereby agrees to be jointly and severally liable with Customer for the full and faithful performance of Customer's obligations under this Agreement.

11. MISCELLANEOUS PROVISIONS:

A. No statements made by YESCO's account executive(s) shall be binding unless incorporated herein in writing. Although this Agreement may be signed by YESCO's account executive(s), this Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement for YESCO by signing below.

B. The Monthly Payment includes posting, maintaining, illuminating, etc., as specified on the face of this Agreement. Production costs for copy, cutouts and embellishments, if applicable, are not included in the Monthly Payment and Customer hereby agrees to pay for the same at YESCO's standard rates.

C. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of eighteen (18) percent or the maximum rate allowed by law.

D. Performance by YESCO shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrections, wars, acts of terror, acts of God, governmental regulations, or other causes beyond YESCO's reasonable control.

E. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision, and the remaining provisions shall continue in full force and effect. Headings in this Agreement shall not be used to interpret the meaning of any provision hereunder and otherwise shall be given no legal effect.

F. This document may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

This document is a complete integration and final expression of the Agreement between YESCO and Customer, and may not be modified except by a subsequent written Agreement that is executed by authorized representatives of both parties.

IN WITNESS WHEREOF, CUSTOMER ACKNOWLEDGES THAT THIS DOCUMENT HAS BEEN READ, IS UNDERSTOOD, AND AGREES TO BE BOUND BY THE SAME.

Cedar City Leisure Services
Customer

Ray Draper
Account Executive
Accepted for YESCO;

By
Title Printed Name

By
Melissa Larson
Title Printed Name

Date Signed
For value received, payment and performance by Customer is unconditionally and personally guaranteed by: (No Title)

YESCO Agreement Number



**CUSTOMER APPROVAL**

I have studied the above composition and find the details acceptable.

Client Signature / Date

\*Note: the colors depicted in this composition are representational only. Please contact your Account Executive for exact color matches.

**CLIENT INFORMATION**

Client Name: Cedar City  
 YESCO Face ID#: 17331S  
 City: Cedar City  
 State: UT

**DESIGN INFORMATION**

Design Number: M00547  
 Account Executive: Ray Draper  
 Designer: Cody Stringham  
 Date: 06/11/14

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**YESCO Outdoor Media.**

**DESIGN REQUEST APPROVAL**

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 Salt Lake City, UT 84104  
 Toll Free 1-866-779-8357  
 outdoor@yesco.com  
 yescooutdoormedia.com

**CEDAR CITY COUNCIL  
AGENDA ITEM \_\_\_\_\_  
DECISION PAPER**

**TO:** Mayor and City Council

**FROM:** Chief Allinson

**DATE:** 9 June 2014

**RE:** Veterinarian Services Agreement

**DISCUSSION:** During the 2014 general session of the Utah Legislature, a Senate bill was passed and signed into law that allows animal shelters to contract with a veterinarian to provide indirect supervision for the storage of substances necessary to vaccinate against rabies. Under this indirect supervision of a veterinarian, animal control officers can administer the vaccine for rabies to animals. This will make the animals more adoptable and ensure animals are being vaccinated as required by City ordinance and State law.

We are requesting to enter into an agreement with Dr. Kelly Esplin, a local veterinarian, to provide this indirect supervision. There are 10 terms and conditions with the agreement that Dr. Esplin has agreed to. Please see the attached agreement.

VETERINARIAN SERVICES AGREEMENT

This agreement is entered into on this 6 day of June, 2014, between Cedar City Corporation, a Utah municipal corporation and municipal subdivision, hereinafter referred to as "City"; and Kelly D. Esplin, DVM, hereinafter referred to as "Dr. Esplin".

**WHEREAS**, City provides animal control services and a component of said animal control services is providing an animal shelter; and

**WHEREAS**, an area of concern for animal control is control of rabies; and

**WHEREAS**, current practice involving rabies vaccinations may impede some shelter animal adoptions; and

**WHEREAS**, during the 2014 general session of the Utah Legislature, Senate Bill 120 passed and signed into law by the Governor; and

**WHEREAS**, Senate Bill 120 allowed an animal shelter to contract with a veterinarian to provide indirect supervision so that the animal shelter could store such substances as are necessary to vaccinate against rabies and euthanize animals, and to actually administer the rabies vaccine; and

**WHEREAS**, if City enters an agreement with a veterinarian to provide indirect supervision City will be able to store and administer the rabies vaccine; and

**WHEREAS**, if City enters an agreement with a veterinarian to provide indirect supervision the City will be able to store such substances necessary to euthanize animals that are not adopted or adoptable; and

**WHEREAS**, Dr. Esplin is a veterinarian with his principle offices located in Cedar City who has provided exemplary service to the community throughout his distinguished practice; and

**WHEREAS**, Dr. Esplin has agreed to provide such indirect supervision as is reasonably necessary to facilitate the Cedar City animal shelter's ability to comply with Senate Bill 120.

**NOW THEREFORE** City and Dr. Esplin agree that mutual consideration exists to support the formation of this agreement, and hereby agree to the following terms and conditions.

1. Dr. Esplin shall provide such indirect supervision and/or training as is necessary to allow City to comply with the provisions of Senate Bill 120. Said supervision shall be provided at no charge to City. The supervision and/or training shall be done in a professional manner and at times that are mutually agreeable to both Dr. Esplin and Cedar City Animal Control.

2. The initial term of this agreement is five (5) years. Thereafter, the agreement will continue on a year to year basis unless terminated by either party.
3. This agreement may be terminated by either party without cause by providing the other party thirty (30) days advance written notice. Notice will be deemed sufficient if sent to the business address of City at 10 North Main Street, Cedar City, Utah, care of the Cedar City Police Department; or sent to Dr. Esplin at 1203 North Main Street.
4. This agreement is entered into between Dr. Esplin and Cedar City and in no way is intended to create any rights in any third parties.
5. Cedar City agrees to the greatest extent allowed by law to indemnify and hold harmless Dr. Esplin from negligent acts of City employees related to this agreement that occur during the term of this agreement.
6. Dr. Esplin agrees to the greatest extent allowed by law to indemnify Cedar City, its elected and appointed officials, its employees and assigns from any and all negligent acts committed by Dr. Esplin or employees of the Southern Utah Animal Hospital that relate to this agreement and occur during the term of this agreement.
7. City and Dr. Esplin agree to mutually cooperate in order to facilitate the purposes stated in this agreement.
8. City agrees to incorporate into its practice related to the storage of substances and the use of the rabies vaccine to the reasonable direction of Dr. Esplin. If financial support is required to accomplish the objectives of this paragraph City will use its best efforts. Both parties recognize that by entering this agreement they do not intend to bind the future budget decisions of the City Council. Nothing in this agreement shall be interpreted to require Dr. Esplin to commit financial resources in order to facilitate the provisions of this paragraph.
9. This agreement may only be amended by both parties duly adopting a written amendment.
10. This agreement specifically incorporates the relevant provisions of the enrolled copy of Senate Bill 120 from the 2014 General Session of the Utah Legislature. This agreement and the documents incorporated herein shall constitute the entire agreement between the parties, it is an integrated agreement that shall be interpreted without reference to extrinsic documents or evidence.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.*

CITY'S SIGNATURE BLOCK.

Dated this 6 day of June, 2014.

---

MAILE L. WILSON  
MAYOR

[SEAL]  
ATTEST:

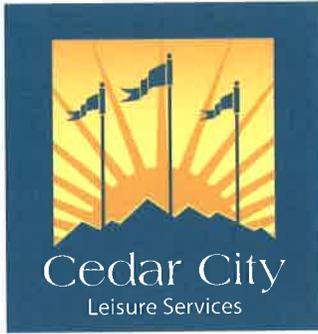
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RENON SAVAGE  
RECORDER

ESPLIN'S SIGNATURE BLOCK.

Dated this 6 day of June, 2014.

  
Kelly D. Esplin, DVM



# Cedar City

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2090 W. Royal Hunte Dr. • Cedar City, Utah 84720

(435) 865-9223 • Fax (435) 867-6075

[www.cedarcity.org](http://www.cedarcity.org)

To: City Council

From: Dan Rodgerson

Re: Aquatic Center Monument Sign

Date: June 13, 2014

In the 2012-2013 budget, funds were allocated in the amount of \$7,500 to construct a monument sign at the entrance of the Hills Complex. These funds were carried over to the 2013-2014 fiscal year.

Cedar City Corporation entered an agreement with the Mesa Hills subdivision where the City provided power for their community sign in exchange for them to build the sign at the entrance to the Hills Complex.

I am seeking authorization to transfer these unused funds to be used for monument signs in other parks in the City. The priority will be a sign on Main Street for Cedar Ridge Golf Course. This is an excellent opportunity to continue branding the city through professional and consistent signage.