

Cedar City

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

CITY COUNCIL MEETING APRIL 24, 2024 5:30 P.M.

Mayor
Garth O. Green

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

City Manager
Paul Bittmenn

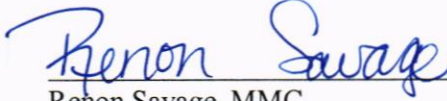
The City Council meeting will be held in the City Council Chambers, 10 North Main, Cedar City, Utah. The City Council Chambers may be an anchor location for participation by electronic means. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - URMA Presentation
- IV. Business Agenda
 - Public Comments
- V. Public Consent Agenda
 1. Approval of minutes dated April 3 & 10, 2024
 2. Ratify bills dated April 12, 2024
 3. Approve a local consent alcohol permit for DC Pub and Grill at 650 South Main Street. Ashley Pyne/Chief Dairn Adams
 4. Approve UDOT Main Street Plan & Historic Downtown Improvements leaving the curb as is. UDOT/David Johnson
 5. Approve the Farmer's Market on 100 West for another year. David Johnson/Heather Carter
 6. Approve contracts with Stanley Consultants, Inc in the amount of \$193,020.40 for Construction Engineering Management and Landmark Testing & Engineering in the amount of \$44,964.49 for Materials Testing for the Industrial Road Parkway project. Devin Squire/Jonathan Stathis
 7. Approve vesting extension agreement until December 7th for water acquisition fees for NVI Cedar City
 8. Approve a deferral agreement for master plan public improvements required for Diamonti Subdivision Phase 2. Platt & Platt/Paul Bittmenn
 9. Approve a BLM right-of-way application for The Ridge at Cedar Trails Subdivision. Platt & Platt/ Paul Bittmenn
 10. Approve the pile cloth media filter option for the Wastewater Effluent Reuse Filtration project. AE2S/ Paul Bittmenn
 11. Approve a funding agreement with UDOT, the City portion of \$134,800, for the SUU Roundabout and Center Street overpass sidewalk project at 1150 West Center Street. Paul Bittmenn
 12. Approve the first addendum to the bulk water services agreement with the Central Iron County Water Conservancy District. Paul Bittmenn

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

13. Consider a resolution replacing a trustee for the Chelsey Public Infrastructure Districts. Thomas Jolley/Randall McUne
14. Consider an ordinance amending Chapter 32-9(J)(1) pertaining to surety bonds for subdivisions and public improvements. Tyler Romeril/Randall McUne
15. Consider ordinances amending the general plan use from Natural Open Space to Central Commercial (CC) and for zone changes from Highway Services (HS) and Residential Single Unit (R-1) to Central Commercial (CC) for a property located at or near 2300 N Main Street. SITLA/Randall McUne
16. Consider an ordinance accepting the annexation of 10.66 acres of land, located at approximately 1711 W 3000 N. Platt & Platt/Randall McUne
17. Consider ordinances amending the general plan use from Medium Density Residential to High Density Residential and for zone changes from Annex Transition (AT) to Dwelling Single Unit (R-2-1) and Dwelling Multiple Unit (R-3-M) for a property located at or near 1711 W 3000 N. Platt & Platt/Randall McUne
18. Consider a development agreement limiting allowed uses for a property located at approximately 1711 W 3000 N. Platt & Platt/Randall McUne
19. Consider a variance to the City Engineering Standards for a driveway location at 2610 N. Canyon Ranch Drive. Platt & Platt/ Paul Bittmenn
20. Consider an amendment to the City Traffic Ordinance to establish a No Parking zone in the vicinity of 2610 N. Canyon Ranch Drive. Platt & Platt/ Paul Bittmenn
21. Closed Session – Character, professional competence or physical or mental health of an individual

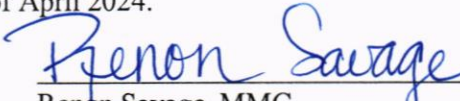
Dated this 22nd day of April 2024.



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 22nd day of April 2024.



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

APRIL 3, 2024

The City Council held a meeting on Wednesday, April 3, 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; Golf Division Head Jared Barton; Leisure Services Director Ken Nielson; Cross Hollow Event Manager Scott Christensen; Public Works Director Ryan Marshall; Economic Development Director David Johnson.

OTHERS PRESENT: Rob and Enid Ferraud, Marilyn Wood, Georgia Johnson, Wendy Green, Dan Kidder, Tom Jett, Kristy Spencer, Kirby Stratton, Payten Crawford, Dallas Buckner, Alysha Lundgren, Bob Platt

CALL TO ORDER: Reverent Tim High of the Community Presbyterian Church gave the invocation; the pledge was led by Tom Jett.

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: ■Proclamation declaring April as Autistic Awareness Month. Mayor Green read the proclamation; it is attached as Exhibit “A”. **Tanisha Wittwer** – this meant a lot; I am a mother of an autistic child. I have advocated in our community for more than 5 years and for you to recognize this means a lot. I believe in our city; a lot can take place to help my daughter and myself feel more included. ■Proclamation declaring April as Parkinsons Awareness Month. There is an event on April 9th also. Mayor Green read the proclamation, and the event information, it is attached as Exhibit “B”. **Dan Dial, Kristy Spencer, Steve Wise** – read page 3 of Exhibit “B”. **Phillips** – I appreciate both organizations coming to speak to us. I can’t imagine anyone in the room that does not know someone that has been stricken by one of these. I am gratified by your courage and strength, and we will do our part to enumerate as much as possible. **Cox** – Kristy is my aunt and cared for my uncle for many years. She has a firsthand awareness of taking care of my uncle, it is quite a challenge. ■**Phillips** – we are all surprised and stunned by the resignation of our City Engineer Jonathan Stathis. He carries a huge load in the city, and we recognize it. We see all the information that is in our packet each week. When we move forward finding a replacement or replacements, I am concerned about continual engineering standard changes. We have just moved to a new subdivision process by State Law, and it puts a lot on our staff. I would like to have a discussion on the best way to proceed, we are looking at least 60 days before we have a replacement, and I am concerned. **Melling** – we may not want to look at complex changes, but change is something we struggle with. I wouldn’t rule out all the changes, but if it is a lot of burden on staff yes, but look at it on a case-by-case basis. Maybe we need to look at administrative direction, but shift more burden, especially design work back to the private sector, it doesn’t meet standard, this is what it doesn’t meet, you figure it out and give staff permission to push that back. **Phillips** – my thoughts are not to slow down the processes of

subdivision approvals, but if we are looking at changing a manhole requirement or sewer size, that has got to wait. I am concerned about the ability for limited staff to complete that. **Wilkey** – with us now having the window to sign off on the subdivision ordinance, how does that work, do we have someone that could sign off. **Jonathan** – we have one engineer on staff that is licensed, I have not talked with her. **Paul** – Jonathan has a heck of a workload an unmatched work ethic, he will be hard to replace. We have ideas formulating in the short run and on replacing him. We may slow down on some amendments, on the hierarchy on keeping up with subdivisions and design work, amending the standards takes a lower rank on the totem pole. It doesn't take formal action from the City Council to put that in place, it will just happen. We will have our staff continue on and make sure we get subdivisions approved, commercial and residential projects through and the design work done. **Mayor** - we are taking steps in designing the department a little different in hiring and we will do that as soon as possible. **Phillips** – we are having a hard time filling our assistant City Attorney also. **Paul** - we have a struggle to hire certain jobs, sometimes police, sometimes backhoe operators, but we have always struggled to hire engineers. **Phillips** – I will take your word that staff will help so we don't fall behind. **Paul** – if you hear we are behind, please tell us. **Phillips** – Jonathan, congratulations on your new position. **Wilkey** – Jay Grimshaw drilling working up the canyon is that the one working up at Martins Flat. **Mayor** - that is the same Grimshaw that is doing both. They are done with Martins Flat for now, they are doing the one by Milts, when they are done, we will go back to Martin's Flat, and we will work with the State on water rights. **Wilkey** – I thought the award was to Grimshaw Drilling for right-hand and Jay Grimshaw for Martins Flat. **Mayor** – same company, there is another Grimshaw that drills also. **Wilkey** – on item #12, have we heard anything on the quality of water at Mud Springs. **Mayor** - we took a gamble on LeBaron well, it was about 560 feet deep, it was supposedly drilled to municipal standards, it was a very thin casing, we wanted exploration and knowledge of the quality of water. As we pumped that with Anzalone for 5 days it was very murky, but it did clean up over time, but it was very salty. The opinion of the people we were talking to is that it was compromised. It didn't turn out to be a well we were interested in. We pumped 800 gallons a minute for 5 days, the water was coming from the upper areas, and it is a salt basin. We are planning to drill at the WWTP site, I am anxious to see that it will be 1200 feet deep. We will case it and drill; we think there is a lot of water and we hope it is a good productive well. I hope to put in the money to bring that water to the Water Conservancy District's pipe who would allow us to put it in their pipeline south of the WWTP to Mellingville, then to Gemini Meadows and allow it to feed the north end of Cedar City and any left will go to the tank on the North. It cost us \$20,000 to find out about the LeBaron well. **Jonathan** – we are going to do the traffic study at 200 N 4200 W, we won't do it this week because it is spring break, we will put the counters out next week. **Wilkey** – I am anxious to see, it probably won't qualify, but sometimes we have to look at other things. **Riddle** – sometimes we have to look at common sense.

PUBLIC COMMENTS: **Dan Kidder** – Executive Director of Friends of the Iron County Sheriff, we are a 501(C)3 to support all first responders. I have shut down my business and took a full-time job at Ace Hardware. Chief Phillips came in looking at these since they are having a problem with gas saws. These help cut cars for extraction. Hurst made this available at cost so I would like to donate it to the Fire Department so those who put their lives on the line have the tools they need. **Marilyn Wood & Georgia Johnson** – representing the Wood Family Legacy Project, it has been formed to gather community donations for the George A Wood statute to be placed in front of the Union Pacific Depot by the 5th week of

October, 2024. All the contributions collected will pay for the sculpture statute, the historical marker, and other required structures needed for preservation. They are getting donations from local businesses within Cedar City and Iron County. George A. Wood was instrumental in building, constructing and designing a major portion of the historical buildings in Cedar City from 1909 to 1960. George A. Wood statute will represent historically the contributions he made as a business leader in this community, as a business community builder, an architect, an economic innovator and community advisor in Southern Utah, Cedar City and the surrounding states. The Wood family has had an impact on the development growth of Cedar City from its settlement in 1851, and George Wood was integral in establishing Cedar City on the map of Southern Utah by bringing the outside world to its Main Street and beyond in framing Cedar City as the "gateway to the parks". Many people have said a lot about him. George A. Wood was the contractor, he was hired by the Union Pacific Railroad when he brought in from Lund the rail system. He switched out the Union Pacific Depot for building it to renovate and maintain the Escalante Hotel and he helped with the financial preservation of those people who went through the financial losses, and he made sure they got 80% of the losses back, and he carried quite a bit of the money and the cost of the Escalante Hotel as well as the Union Pacific Depot because he switched it. He was also hired by Union Pacific, he was the contractor working with the architect Underwood, and he built Zion, Bryce Cedar Breaks and the North Rim of the Grand Canyon and all of the lodges. We have been talking about infrastructure here in this community, the water system, he did that, those little pipes you have up the Canyon, out in the valley, he brought in communication for the phone system, he brought in the light system, he built many road structures that we have still in Iron County and contributed much to the University and its growth as well as up on the mountain by giving property to the University. We are asking the City Council to support this project in any way, and all ways possible, we are still seeking \$15,000. **Paul** – on the bronze statutes, there is a QR code on the statutes, the University put those in, so talk with them. **Phillips** – may I suggest that you come to the Historic Preservation Commission, there are guidelines we follow, and we want consistency in the historical markers and statutes. **Georgia** – we have support of the county, and we have permission to put it on the Town and Country property. To contribute, make checks to the Wood Family Legacy and you can give the checks to Marilyn or myself. **Marilyn** – Jacob Dean is the architect. **Rob Ferraud** - I live on West 1600 North, I was here about 6 months ago in hopes of improving the speeding problem on 1600 North. I realize there are a lot of other streets with similar issues. The Police Department started showing up after that. I realize they are super busy, and it has thinned out. I sit in my office and an average of 60 cars, and 7-10 are speeding more than 10 MPH over. I invite anyone to come sit with me on my porch for an hour any day. There is probably something that can be done, you probably have an urban planner, or engineer. If you turn at 1600 N from Lund, there is a speed limit sign 25 feet off the pavement and you drive right past it, that is the only one until past 3900 and then it turns to 40 MPH, 25 is hard to go on that road, I have been pulled over twice. If we could do something to develop more awareness, move the signs closer to the road, put more signs, maybe some patrolled by radar signs would help. **Cox** – I agree, I have had people tailgate me and pass me. For the width of the street 25 MPH is too slow, it should probably be 35 MPH, it is crazy. **Rob** – I have also, they give me the California howdy. **Darin Adams** – we are aware of the issue. Eric Witzke of the Street Department takes care of the driver feedback signs, we move those around, and it does help. Officer Hill is aware of that also and has issued a lot of citations on that road. Typically, when we stop people they think it is a higher speed limit, but it is a residential area that is 25 MPH. **Cox** – the setbacks are so great I think we could have a 35 MPH rate.

Wilkey – I live in Hunter Glen, part of the problem is it starts out one width, then it gets skinnier and then wider. I have a friend in Equestrian Pointe, and 25 feels so slow. **Jonathan** – it is a 66' road. **Wilkey** – I have not seen an officer, but I think the feedback sign would help. **Chief** - we could look to put one each way. **Wilkey** – one side of the road has 5-acre lots the other side is 2.5 acre lots. **Phillips** – we should look at adding one or two speed limit signs. **Jonathan** – we could have more signs put up. We could put the cables down to check the number of vehicles each day. **Shawn Flores** – I am here for a suggestion, a numerical system for the DMV across the street. When you go the DMV there is no numerical number. **Paul** – that is run by Iron County not Cedar City **Shawn** – just take into consideration that you walk in and no number, everyone is looking at each other and it has caused me problems.

CONSIDER SINGLE EVENT ALCOHOL PERMITS FOR A BEER GARDEN AT THE SPRING FIESTA ON MAY 3RD AND A BEER GARDEN AT THE JULY JAMBOREE ON JULY 13TH. PAYTEN CRAWFORD, WAREHOUSE BAR & KITCHEN/CHIEF DARIN ADAMS:

Payten Crawford – we want two more beer gardens. **Wilkey** – those of you that don't know, the wings this place serves are great. **Phillips** – why don't you do a wine garden? **Payten** – it is more work from the State. **Chief Adams** – we give a positive recommendation. Consent.

CONSIDER A DEFERRAL AGREEMENT FOR FRONTAGE IMPROVEMENTS IN PASTURE LANE SUBDIVISION PHASE 1. GO CIVIL/JONATHAN STATHIS:

Dallas Buckner, Go Civil – this is on 3900 West adjacent to Point West subdivision, it starts on Lund to 3900. With Point West Phase 2 it necks down, and we purchased property from Cox and Holt, there was a private agreement. Kimball Holt, owner of Pasture Lane owns a lot, there is a future road, Point West has not moved as fast as Kimball has, so we talked with Point West and Kimball and Point West has agreed to dedicate the roadway that will be in the future. The deferral is they agree to dedicate the roadway for Kimballs access, and they will further dedicate with their next phase, the next phase has to have a secondary access. We have worked with the Engineering Department and Randall. When Point West develops, they will dedicate and improve the road. **Melling** – we are covered on both. It is to let the 3-lot subdivision move forward while they wait for Point West to get their funding. **Dallas** – the road will take some time. **Melling** – the improvements will be going in. **Phillips** – the road will go in for this subdivision? **Dallas** – the Developer of Point West will dedicate, and Kimball will do partial improvements and when Point West goes in they will do the entire improvements. We are only doing 3 lots now. **Cox** – why not go to the property line? **Dallas** – working with Point West, there is temporary road construction, in order to move forward for Kimball, we will do it to the intersection and when we get moving on Point West, we will do the improvements. Point West has agreed to do all the improvements at a later date. Kimball doesn't have to improve it. **Phillips** – what if Point West doesn't go in. **Dallas** - it is a remainder parcel, if nothing ever happens, he will have 8 acres. **Randall** – he won't be able to build on that corner until the road is in, so if he develops first, we will have to amend this. **Cox** – what if someone wants to build between the two. **Paul** – if someone wants to build, they are held to the same standard as everybody else. **Cox** – who is responsible for the undone road in between where he is ending, and the next property starts? **Randall** - you are if you want this put in by them. **Cox** – that is not how the city standard works, if you go to the full end of your property line, that is what I am asking. **Jonathan** – that is why they are asking for the deferral. **Dallas** – our subdivision phase boundary, the way the ordinance is written, you are supposed to improve to your phase line, but there are issues with how 3900

is with how 3900 West is constructed and changes the road grades and then put in the storm drain and sewer. **Cox** – but if that never develops and someone down the road wants to develop, he should be responsible to go to the property line, no matter what the deed is. **Dallas** – someone would have to purchase the Point West property and then do additional dedications, it could turn in to a T intersection or a four-way stop, with the current plan it is projected to go to the east, but to do that someone would have to purchase Point West property and do additional dedications. Right now, the road is ending. If we extend it any further, we have to put in temporary cul-de-sacs, and who does that impact. The intent is that Point West is going to move forward. **Wilkey** – one question I have, on item 4 of the deferral agreement it says “If the citizen does not improve the said property within the improvements outlined under term 3 then the city can go in and do it and do a lean, but it doesn’t give any kind of a timeline. If Point West never does it and Kimball never does it, we can put a lien and do it ourselves, but it doesn’t say when we are allowed to do it. **Dallas** – someone would have to purchase the property. There is a maintenance easement. As soon as someone dedicates the road they are required to put in the improvements. **Randall** – there is not a dated timeline, if paragraph 3 happens it triggers paragraph 4. **Dallas** – if it never gets done, what is the point of the improvements. **Wilkey** – if the person in the middle wants to develop, they would only pay to the end of his property, who does the portion between him and Mr. Holts road. **Dallas** – neither Kimball nor Robert owns that property, he would have to develop some type of road. All the roads are on the SW parcel. For now, there will be a chip seal until the road is reconfigured, it is more the Point West. **Wilkey** – Point West will redo the sewer. **Dallas** – the sewer is in; it is the laterals they will have to do. None of the water or storm drain is in. The road is completely on their property, they are willing to dedicate the portion for Kimball and when they come through, they will dedicate the rest of the right-of-way and put in the improvements. **Cox** – there is an agreement, but no date. If they go flop there is still a hole and we have an agreement, I don’t think I would have to dedicate it in front of my property. **Melling** – why do a deferral if the subdivider doesn’t own the property for the road. **Paul** - the access and sewer lines or storm drain is off your property you have to work with the neighbor for off-site improvements. Mr. Holt fronts this piece of the infrastructure, and the ordinance requires him to put in his frontage. **Melling** – what if we put a 5-year trigger on. **Paul** - then the city puts a lien on the property, and does it? **Melling** – then the developer which would be Kimball Holt would need to do that portion. **Riddle** - Point West owns that portion. If we are forcing Kimball we would have to come back north. **Dallas** – yes, it is all on Point West property, this is an off-site road. The water loop is with Point West and they have already put in 80 units so they will be required to have a second access with the next phase. **Randall** – do you want the 5-year timeline in? **Council** – yes. Action.

CONSIDER FINAL PLAT FOR PASTURE LANE SUBDIVISION PHASE 1. GO

CIVIL/RANDALL MCUNE: Dallas Buckner, Go Civil – this was discussed with the previous item. **Melling** – any other issues? **Randall** – one, I haven’t seen a title report on CW’s property. Action.

REQUEST TO RE-CONSIDER STAFF INTERPRETATION OF MASTER-PLANNED ROAD IMPROVEMENTS IN DIAMONTI SUBDIVISION PHASE 2.

PLATT & PLATT/JONATHAN STATHIS: Kirby Stratton & Bob Platt, Platt & Platt – we are close to phase 2 finalized except for this issue, we are coming off Hwy 56, we will put a temporary cul-de-sac or turn around. The adjacent property is the Kerksiek’s property, they

own Lady Bug Nursery. A few years ago this master planned (MP) road was further south and it got changed to this alignment. It doesn't quite touch the Diamonti property, the issue is participation in the future road, who knows when, you would have to cross the drainage channel from Westview and it would not do him any good. If it goes further south there are lots that would front, then the road would make more sense. We would like the alignment moved further south, not necessarily back to where it was, but further south. **Kirby** – my issue is the way you have it now, for me to move forward with phase 2, which I am ready to do, you want me to sign a deferral agreement saying that when the city crosses the channel, and at this time there is no plans for that, it could be 10-20 years, you want me at that point to do the frontage, curb, gutter and sidewalk and half the road. It doesn't benefit or service my subdivision, I had to get an easement and put in 3,000 feet of sewer through someone else's property, all the water comes off Hwy 56 and my property line ends. **Wilkey** – you won't have access to this road. **Kirby** – the way it is drawn yes, we enter the property line, so when the city does take it through, they can tie into it. We come in off Hwy 56, and we don't need a second access not until the city crosses the channel, we have a portion to attach. **Phillips** – when we do a MP road it is just a broad picture of where the road might go. How confident are we that in 10-20 years where might Center Street really end up. **Jonathan** – it will depend on where the culvert or bridge goes in over the Quichapa channel. We had discussions about a deferral agreement and what the trigger would be in that agreement, and when the bridge goes in, that would trigger the improvements. There are some areas already dedicated going over to Ladybug Nursery. Several years ago, Steve Armburst asked to move it to the MP road be moved to the north so it would come off Cross Hollow Road and come up over the top and hit Westview Drive and be a continuous loop through there. We took the information from Watson and put that in based on that location. There is no road there currently, we are often following an old county road, in this case there was nothing to go by other than what was given to us. As we were reviewing the subdivision, we found the MP road. City staff are saying they will improve the portion or defer it to a later date. **Cox** – who does the liability shift to and from when it is done? If it remained, was it those that made the change? **Jonathan** - no. **Wilkey** – is it possible to say it could be 50 or 100 feet to the south and then it wouldn't be a question, this one was just drawn in. **Jonathan** – yes, the staff is saying it has to be done. **Wilkey** – if the city puts in a road how long does he have? **Kirby** - 80 days. It is not on my property; the road is off my property. That is the back of a lot which would be a fence. **Randall** – it fronts it. There is no exact marking when they made the change and staff tends to put it at center line of the property, but we didn't do the design. **Jonathan** – it was Watson, we try and split to go half and half, but there was not existing road there, so we did the best we could. **Phillips** – you would think it is a trail the way it meanders. **Wilkey** – it follows the contour. **Randall** – it is not a decision to move the line, it is to include it or do a deferral, so if you want it different let us know. If you move it, we will have to do an ordinance at another time. **Kirby** – the MP road was not there when we started development. **Wilkey** – you weren't notified, but we changed the ordinance, and you would be notified if it happened today. There is not any action to be taken. **Phillips** – they are asking for a deferral. **Randall** – they are asking to say that the staff is wrong, and they don't need to do it. **Phillips** – it does abutt the road, but it is an imaginary line. **Randall** – when the deferral comes in and if the road goes further south then the trigger never happens. **Cox** – what is the distance? **Kirby** - 2 lots. **Bob** - 500-600 feet. There is nothing to improve that now, you could swing the line and shift it further south, because Jonathan gave direction, we have on Sketch to realign the road. **Wilkey** – can you show property lines. **Bob** – we took the best information from Jonathan's office, it is not quite touching, but it is close. **Wilkey** –

your proposal is it doesn't touch, not our responsibility. The city's position is it does touch and we can do a deferral. **Melling** – we are related so I need to declare that. **Tom Jett** – my position on an ordinance change, if you build 250 feet within a MP road you have to do that. **Melling** – it is a phase of the ordinance. If your property touches the MP road it kicks in, the issue is not the same, this road does not exist. **Tom** – there are other properties I have looked at purchasing on Industrial Road, but it is within 250 feet, and I was told I would have to improve the road. **Jonathan** – this subdivision started before that ordinance change, so they are vested. **Phillips** – we know two options. **Paul** – you can deny the reconsideration and they have a remedy to move the MP road, or they can do a deferral agreement. **Wilkey** – we are determining if it touches or not. **Cox** – it was just a few years ago that it was moved, and the liability shifted to another person. **Riddle** – it is only on one piece of property; it doesn't split property. **Paul** – in 2017 the road was moved at the request of a developer east of the channel and Westview Drive, to accommodate where the road should come through, they moved it on their property as well. Once it crossed the channel the old alignment didn't work, this was an attempt to line them up. **Wilkey** – where the MP road connects it is already done. **Cox** – is that why it bends to the north. **Jonathan** – it was to line it up on Westview Drive. **Randall** – in 2017 the bends were not the same on the maps, it is a MP road, not a precise location. **Kirby** – the deferral agreement was written by Jonathan, and I would like that option if it comes to that. **Wilkey** – if you took lot 7 & 8 out of the plat. **Kirby** – I am not going to do that. I only want it to affect those two lots. Action.

CONSIDER A DEFERRAL AGREEMENT FOR IMPROVEMENTS ON 100 EAST STREET AND A VARIANCE TO THE ENGINEERING STANDARDS TO ALLOW A TEMPORARY DRIVEWAY. MIKE GREEN/JONATHAN STATHIS:

Mike Green – I am helping American Preparatory Academy get their school opened this fall, and one issue is 100 East, it is a dirt road that goes straight into the Forest Service parking lot, and it will eventually turn. We would like to put the improvement in now, but it cuts off access to the parking lot. We want to defer it until the Forest Service gets everything in place for the road, it could be 6 months. **Mayor** – we think we will have a lease from the Forest Service to go through the back end to the BLM property and then we will put the road in. **Phillips** – we are talking a year or less. **Mayor** – we hope. **Wilkey** – who owns the property back there? **Mike** – the city. **Paul** – if the road bumps to the east we will vacate the road and you split the property and revert it to the adjacent property owners. **Phillips** – the temporary driveway, will it be asphalted? **Mike** – we are planning to leave it as is until the road goes in. **Phillips** – do we plow a dirt road. **Jonathan** – no. **Mike** – Southwest Plumbing plows it, but that is not the drop off, the drop off is on 775 North. **Paul** – if you think we will build that road in 6 months, the asphalt plants close in October or November, we won't do a road within the year. **Phillips** – what will we see in the redline? **Mike** – there will be a curb in the parking lot, but not on the gravel road. The Forest Service uses the road every day. **Wilkey** – if we never put that road in then what. **Phillips** – we will put the road in. Action.

CONSIDER A VARIANCE TO THE ENGINEERING STANDARDS FOR A CURB BULB-OUT IN 775 NORTH STREET. MIKE GREEN/JONATHAN STATHIS:

Mike Green – you have existing sidewalk, curb and gutter. We want to bulb that out for safety, it is a bump out to prevent two lanes from turning out at the same time. The school feels it is a safety issue. There is not an ADA ramp, but there will be one included. The bulb out will have a sidewalk and planter space. **Melling** – is there a sunset clause if the land changes. We probably wouldn't want it with another business, but it is for a school. **Paul** – it is highly

unlikely to do it in a public road, we don't do it for ICSD. **Phillips** – what does UDOT think? **Jonathan** – I asked UDOT, the only concern was the ADA ramp being put in. **Melling** – the School District is not in the business of preserving old buildings. **Wilkey** – how wide does that make the road. **Phillips** – if improved, we need a clause if the purpose changes that the street should be put back to its original state. **Paul** – make it clear in your motion. **Phillips** – there will be a lot of traffic on 100 East. **Jonathan** – the current pavement is 42 feet, that bulb out is about 12 feet, it will take it to 30 which is our standard for a 45-foot right-of-way. **Wilkey** – what if a person wants to turn left. **Paul** – if you want to turn left you will be there an hour and a half. You can make it, but you will wait. **Melling** – you need to make parents aware they need to turn right. **Randall** – if I recall, the bulb eliminates the parking on the bulb, but I think on the south side it is eliminated also. **Wilkey** – on the south side you do signs saying no school drop off, so the kids are not crossing the street. **Phillips** – where is the main entrance to the school? **Mayor** – 100 East. **Wilkey** – how many students are they expecting? **Mike** – 280. **Melling** – we have a State Charter Board that has not approved them and they have approved one here. Action.

PUBLIC HEARING TO CONSIDER AN ORDINANCE CHANGING THE ZONE FROM AT TO R-3-M FOR A PROPERTY NEAR 3400 W SOUTH MOUNTAIN DRIVE. HENTSTRA/RANDALL MCUNE:

Cameron Chamberlain – this is in Bauer Meadows, and it goes along with the master plan. **Melling** – is this the pod? **Cameron** – it is east of the new developments. We want to move forward with the development. **Melling** – it is part of the RDO? **Cameron** – yes.

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

CONSIDER THE DISPOSAL OF CITY PROPERTY NEAR THE GOLF COURSE. DAVE & MICHELLE WIEBER/RANDALL MCUNE:

Randall – we discussed it last year to put out for RFP, this is more the City's need than theirs. We are swapping property, no exchange of money, it is a useful piece of property for them, but not to anyone else. **Jared Barnes**, Golf Division Head – we are great with this. Consent.

CONSIDER A CROSSWALK ACROSS 900 NORTH. JARED BARNES/KEN NIELSON:

Jared Barnes – Jonathan, thank you for everything you have done for us at the Golf Course, you will be missed. For 32 years the Golf Course on 900 North street was seldom been used other than to get to Thunderbird Gardens, it is different now, we did 270 players today, coming off the 18 green, people come flying down that road. It won't solve everything, but it will be a deterrent. **Phillips** – is it really 35 MPH there. **Jared** – it would be a straight shot across the street, there are already curb cuts. Consent.

CONSIDER A MEMORANDUM OF UNDERSTANDING WITH IRON COUNTY FOR THE DIAMOND Z ADDITION. KEN NIELSON:

Scott Christensen, Cross Hollows Event Manager – we received a grant from Iron County from TRCC for \$1 million for the arena. **Melling** – explain TRCC. **Ken Nielson**, Leisure Services Director – it is the hotel and restaurant tax. Every grant we submit for this must show tourism, heads in beds and people in restaurants. We take advantage of the tax for the sports complexes, we have done dugout, shade structures and we get it for the arena. We used Iron County numbers they gave us, when we contacted the Horse Association there was more than the numbers the County gave us. We are grateful for Iron County; we have had private donations from Jean Lopour

and the Livestock Association. **Phillips** – give us some information on the addition. **Wilkey** – this is extending the building to the south? **Scott** - 105 feet by 230 feet wide. The existing south wall will stay, but we are hoping for a window. We have talked with contractors that can do that. **Phillips** – there is a meeting room I assume for banquets and meetings? **Scott** – I have already had people call me to use this. I have contacted other venues regarding the cost, there are a lot of groups such as BLM that need a place to meet. **Wilkey** – how big? **Scott** – 45x75 feet, we will be able seat about 300 people. There are restrooms and a warming kitchen in there. **Phillips** – is there a separate entrance? **Scott** – yes from the foyer. **Wilkey** – what about tables and chairs? **Scott** – we have 50 tables and about 370 chairs. **Melling** - is the room in the corner storage? **Scott** – yes. **Mayor** – what is the cost? **Scott** – the estimate is \$2.2 million. We will have \$614,000 now, we have commitment for more money from individuals. We put it in phases, we will do them as we have the money, the banquet room is the last thing to go in. If we can get it erected and closed up with dirt in the middle will help with my events, especially during the winter months. **Cox** – I really like private/public projects instead of just government doing it. **Wilkey** – what is the other room at the end? **Scott** – it is a wash rack. **Wilkey** – what does this do for parking, do we lose any? **Scott** - not much, it comes about 4 feet beyond the white fence. We will have to move some utilities. **Phillips** – it is a great project. The last payment comes in 2026, will we have it completed by 2026 or do we have problems if not. **Scott** – we will only be able to complete it if we get money coming in. With the commitment from Jean and other entities, I think we will be really close. It will probably be another year before we complete the banquet room. We will lose revenue from not having the banquet room, but not from the events. The County wants to see the banquet room, we made it clear that it will be phase 3. We will enclose it and if we have to raise money to enclose it, we will do that. **Wilkey** – the Chamber has events there, during construction the south entrance will not be available. **Scott** – at the end of the day it will really help the Home and Garden event. **Phillips** – can we put this on consent. Consent.

Marilyn Wood, Iron County Commissioner – the reason we were willing to give that much money to the facility is because it generates the tax money. Scott has done such a great job in bringing in big events, that is why the County was willing to give that much money, it is because of Scott. **Wilkey** – is that one year or a build up over years? **Marilyn** - this year alone there was I think \$2 to \$3 million asked for, we weren't able to give as many as all. **Paul** – we looked it up, the County gets Hotels and Restaurants, they generated \$2.3 million from that tax, we probably do 10-15% for TRT. **Marilyn** – it is a lot, that is why Maria wanted to do it over a 3-year period.

PUBLIC HEARING TO CONSIDER THE REVISION OF THE 2023-2024 FISCAL YEAR BUDGET. JASON NORRIS: **Jason** – about the arena, we have a donor donating over a period of time the County over 3 year period, SW Livestock is also a donor, three groups helping. We don't have a literal budget or start date.

We are revising the budget, the main one is the audio/video equipment, Paul and I talked to you about presenting it to you in the budget, but this system is failing, and we decided to address it now. **Paul** – the request is \$135,000, it covers replacing all the chairs for council and staff, if you want to replace all the chairs in the room it is \$145,000. These chairs were \$900 a pop 20 years ago, the chairs we are replacing it with is about \$220 each. The most expensive part of the retrofit is the sound audio/video, we have it spec'd out it for clearly audio and visual, replace all the screens and microphones, you won't see much of it. It gives

better capability for broadcasting meetings, a different camera system, one on the council side, one on the mayor and staff and one for the podium, you will capture the screen, it will be a split screen. **Wilkey** – our watcher on YouTube will see 4 screens. **Paul** – yes. **Melling** – I am torn on this, for me I don't think I need a better sound system but the public needs to hear better. **Phillips** – it is a lot of money, but it is what it costs, in the theatre we spent a half million on one theatre. **Wilkey** – how long has this system been in place? **Paul** - this is the original put in in 2001. **Riddle** – you can't balance it any longer and that is why you get feedback.

Jason – I will take it out of the capital improvement fund, money we don't have encumbered currently, we do need to change something. We revised the Police for misc. reimbursement, grants, and animal shelter \$34,000. We can receive money, but the City Council authorizes expenditure. We can't spend money people give us until you authorize it. Economic Development has \$3,500 from an EDC Utah grant. We talked about Street lights \$110,000 on the Cody Drive improvements. The Golf Course sewer line in the maintenance building failed, it is \$16,000 for repairs. TRT, we received sponsorships and county grants for tourism \$46,000 we adjusted that into their budget.

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

CONSIDER BIDS FOR THE MUD SPRINGS PRODUCTION WELL. JONATHAN

STATHIS: Jonathan – the bids are due on Friday; we will get the information in packets for next week. **Phillips** – are the funds already budgeted? **Jonathan** - yes. **Wilkey** – we know the water is good at the WWTP, if LeBaron was good we were going to do a production well. Was the water in LeBaron good enough to do a production well with this? **Mayor** – it was getting better and better; it was 1,000 TDS and we stopped paying them \$200 an hour to pump. **Wilkey** – should we move forward with production? **Jonathan**- I think if we had pumped longer, it would have been good. We have a drill that drills 1200 feet and allows logging and water samples. We will drill the pilot hole and see if things are looking good, we still have an out at that time if the water isn't good. **Melling** – if we pass sandy formations, what trouble will we have with drilling? **Jonathan** - the hole should stay open during this; it is about 14". The full well is a 24". They will drill the pilot hole first. **Melling** – I was encouraged, the water quality at LeBaron, is you are pumping from the column, but you are pulling from the top and the extremely salty water was diluting the lower water. **Mayor** – Andy was adamant that the top of the well was compromised. **Melling** – it should be the same as at the WWTP. **Jonathan** – along the way if we have a problem we can pull out at that time. Action.

DISCUSS SHORT-TERM RENTALS. PAUL BITTMENN: **Paul** – this was brought up last week by Mr. Jett. This ordinance didn't exist 10 years ago, it was something the city put in place in reaction to a rental in the Leigh Hill area. Many of the things may not be perfect, we can make it better or worse. It is a very emotional and divisive ordinance. This is in business license and constructed it so it is things the business owner would have to do and be responsible for such as notification and to make sure you are registered to pay taxes and the guests don't disturb the neighborhood. The request is to get rid of the provision to notify within 300 feet. **Phillips** – I think it is important, #2 purpose, "*a residential short-term rentals are to be compatible with and not adversely impact the surrounding uses*". A short-term rental is a business, it doesn't mean they shouldn't do it, but neighbors should be

notified. **Melling** – I had one down the street and it didn't change my life. If the goal is to have people licensed and safe, public notification is a big deterrent. At the very least, I would like to see, I have done some research on other jurisdictions, and there have been some federal cases in the past couple years on short-term rentals. One element that came up a lot is owner occupancy, strictly defined violates the dormant commerce clause because state investors, by definition, cannot participate in that market, and New Orleans got in trouble over that issue. If the property has a full-time occupant on site, it is a totally different standard, and we should leave those people alone. If it is investor property that is a different story. **Phillips** – VRBO is different than AirBNB. **Melling** – VRBO is the entire property, or they live here 9 month and want to rent these houses when they are gone. A full-time resident dealing with the neighbors, in townhomes you have several hundred people to notify. **Wilkey** - #5 the 300 feet, it goes back to the other ordinances on master plan changes, it doesn't have to be certified mail, it just has to be proof of mailing. To me the purpose of having this, why notify the neighbors, the complaint they had was so they knew who to call when there is a problem, a property manager or the owner, that was the purpose of the notice. Who do you call if you have a complaint. I agree if the owner is onsite, they know who to talk to, but if it is a side business, it would be nice to know who to call. I would want people to call me before they call code enforcement. I think that is the true intent of the notice. **Phillips** – you have to have someone respond within 24 hours. **Cox** – they will still call the city. **Wilkey** – it would be nice to have them call the owner or manager. **Phillips** – the greater problem I have is with compliance and the sales tax. **Paul** - we get a list from Maria 3 or 4 times a year and Renon contacts the Cedar residents that are not licensed.

Tom Jett – I appreciate the argument, but if it is a rental do we have to send out notices to those within 300 feet also. How do they contact the landlord. **Phillips** – they sign a rental agreement. **Tom** – the tenant knows, but not the neighbor. **Phillips** – if you have an apartment or duplex you know it is rental, but you don't know that with a single-family home. **Wilkey** – the transient nature you will potentially have more problems. **Tom** – how many complaints do we get about vacation rentals. **Chief Adams** – not any to my knowledge. **Melling** – it goes both ways, I have rented on AirBNB and I get rated by the host, so I am careful. The incentives are better than long-term. They have your credit card numbers. You have payment. **Chief** – if we respond to a noise complaint we don't ask if it is a short-term rental, we just respond to the noise complaint. We get those quite routinely. **Cox** – we have a human issue; it can be your full-time neighbor. **Melling** – I would like to lower barriers if it is a full-time resident. **Paul** – we can have an ordinance to repeal. **Phillips** – why make an adjustment for something that doesn't need one. **Melling** – I have had a few calls, I didn't know I needed a city license, and about sending the notice. **Cox** - then why give a notice to cause a complaint. **Phillips** – it is a watered-down version compared to a lot of cities. **Wilkey** – I would like to glance and section 9.8; we took out the CC&R on fences should we take it out here as well. They should match all others. **Randall** – I made a mistake, all home based that requires a home-based business has to notify within 300 feet. **Melling** – I don't like that. Businesses in the day never started on Main Street, we have pushed small business out and fewer things happen in the home. There are some exceptions, a lot of that is because it is residential, and business is evil in this area. The notification, where it is an administrative matter, should have to notify all of your neighbors and have them get mad at you. **Paul** – would you like that changed to like the one for daycares. **Cox** – take out the notification. **Melling** – this wasn't a thing until 2017 or 2018. **Randall** – the notification was when an accountant that wanted 5 employees in their home, the change was to require the

notification. **Melling** – AirBNB, the daily impact is minimal, we don't need to provide notice. If someone has more than 1 employee notify neighbors, it is a deterrent, so half are not licensed. We should lower barriers. **Phillips** – you wouldn't want to know if there is a daycare next to you? **Melling** – no, I like it, that is more eyes on my street. Action

DISCUSS UPDATED WATER RIGHTS APPRAISAL. PAUL BITTMENN: Paul – I

emailed this, and Mr. Dotson, Enoch City Manager sent an email with an appraisal from January, the water rights we were concerned about is the older and got two valuations, one less than 10-acre feet and one is 10 acre feet or more, our valuation of for less is \$14,000 more is 12,600. Enoch's appraisal is different with the younger water rights. In January 2022 the city received an appraisal less than 10-acre feet it was \$14,000 and 10 or more was \$12,600, they are the same in the appraisal for Enoch a few months ago. There are some differences in younger water right numbers, typically we were concerned with those, but we really don't care about that now, it is just history. In January of 2022 the city received an appraisal where if we bought less than 10-acre feet of water the appraised value was \$14,000- and 10-acre feet or more the appraisal was \$12,600, the same that we are receiving today. That is the appraisal we use to set our current structure for water right acquisition and everything else. The appraised values that you rejected and did not in calculating your fee schedule came out in July of 2022 if you bought less than 10-acre feet it was \$20,000 an acre, if more than 10-acre feet it was \$17,000 and the council said no. For the water rights, the old ones the value has not changed from January 2022. **Mayor** – no reason to change the acquisition fee. **Melling** – I had a call asking when we were going to update our appraisal since the city had two large purchases. This is a hefty look of comps. Last time we got an appraisal, spring of 2022 the \$20,000 on May 2nd was the most recent completed transaction in the high appraisal. There have been a lot of transactions, and I think it is important. **Paul** - the appraisers now have good data to look at. **Wilkey** - where was the information given on the comps since they happen off market. **Paul** – I don't have the answer. **Mayor** – I am grateful the two lowest were ours.

CONSIDER A WATER RIGHTS DONATION AGREEMENT WITH SON

BUILDERS. PAUL BITTMENN: Paul – Son Builders is in the process of winding down their business operations, they have been in conversations with Jonathan and I for 6 to 8 months. They have water right #73-62, it has a bunch of owners, that is also linked back to the parent water rights that have a long history and it is supplemental to Coal Creek water rights and there are a bunch of issues with the sole source value. We started working with Son Builders and Mark Meisner a few years back to encourage them to do a declaration so they could figure out what their sole source value was. They went through part of that process with Lee Sims as their water advisor, and when they told all the other parties the sole source isn't what you think it is, it is less, it wasn't a surprise that no one wanted to sign on to the declaration. They don't want to go through the hassle of the determination, they would rather give the water rights to us. We would receive the water rights, they are old, it would cost us a few thousand to finish the declaration process and establish the sole source. We saw a benefit in accepting it. On the face now it is 17.33-acre feet, but it may only be 8 acre feet, we are still money ahead. Consent.

APPROVE A CONTRACT WITH PERFORMANCE AUDIO. PAUL BITTMENN:

Paul – I put the contract on so if you approve the budget we can proceed as soon as possible, they will require a deposit and buy all the computer gear, some of the stuff they have in their

warehouse. **Wilkey** – as far as the installation, can they get it done between two meetings?

Paul – we will negotiate a very aggressive installation contract. There is a network of wiring under the floor and overhead, and access to the cabinet is very good. They will remove all of the microphones, there is a provision that if they need an electrician to run something else, we will pay that separately, we have money in our operation budget to pay for that. We will make sure they don't interfere with our operations during the installation. Consent.

CLOSED SESSION – REASONABLY IMMINENT LITIGATION: Councilmember Phillips moved to go into closed meeting at 8:28p.m.; second by Councilmember Melling; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	AYE
Ronald Riddle	-	AYE
Carter Wilkey	-	AYE

ADJOURN: Councilmember Phillips moved to adjourn at 8:50 p.m.; second by Councilmember Melling; vote unanimous.

Renon Savage, MMC
City Recorder

CITY COUNCIL – APRIL 3, 2024

Cedar City, Utah

Proclamation

Whereas, There is no one way to be autistic – each individual with autism experiences it differently – but together, autistic people make industries, communities, and our Nation stronger. Today, we celebrate the achievements of neurodiverse people everywhere and champion the equal rights and dignity of all those living on the autism spectrum; and

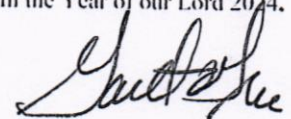
Whereas, Autistic people continue to face obstacles when seeking employment, health care, education, and housing, and the immense contributions of people with autism are often overlooked; and

Whereas, Here in the United States, more than 5.4 million adults are autistic, and 1 in every 44 children has been diagnosed with autism. Yet this developmental disability is still misunderstood; and

Whereas, autism is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder. Research shows that early intervention treatment services can improve a child's development; and

Now, therefore, be it resolved, that I, Garth O. Green, Mayor of Cedar City, Utah, hereby proclaim the month of April as Autism Awareness & Acceptance Month. I call upon all of us to learn more about autism to improve early diagnosis, to learn more about the experiences of autistic people from autistic people, and to build more welcoming and inclusive communities to support people with autism.

Signed on this, 3rd day of April,
In the Year of our Lord 2024.



Garth O. Green
Mayor of Cedar City



CITY COUNCIL – APRIL 3, 2024

Cedar City, Utah

Proclamation

Whereas, Parkinson's disease is a chronic disorder of the nervous system that affects movement for which there is currently no cure; and

Whereas, one million people in the United States are currently living with Parkinson's disease with an additional 90,000 new cases being diagnosed each year; and

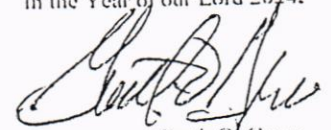
Whereas, according to the Parkinson's Foundation Parkinson's Prevalence project, 1.2 million people in the United States will be living with Parkinson's by 2030. Parkinson's disease is the 14th leading cause of death according to the Centers for Disease Control; and

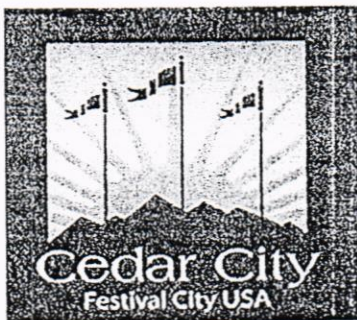
Whereas, every day the American Parkinson's Disease Association provides the support, education, and research that will help everyone impacted by Parkinson's disease live life to the fullest, through research, patient and family services, education, and more; and

Whereas, increased efforts and awareness are desperately needed to help expedite the research efforts into better treatments, medications and ultimately a cure, as well as enhanced programs and services to help those impacted by Parkinson's disease live life to the fullest until a cure is found; and

Now, therefore, be it resolved, that I, Garth O. Green, Mayor of Cedar City, Utah, hereby proclaim the month of April as Parkinson's Disease Awareness Month.

Signed on this, 3rd day of April,
In the Year of our Lord 2024.


Garth O. Green
Mayor of Cedar City



Parkinson's Disease

AWARENESS MONTH

APRIL 9, 2024

1:00 PM

**489 E 200 S, CEDAR CITY, UT 84720
CEDAR CITY SENIOR CITIZEN'S CENTER**

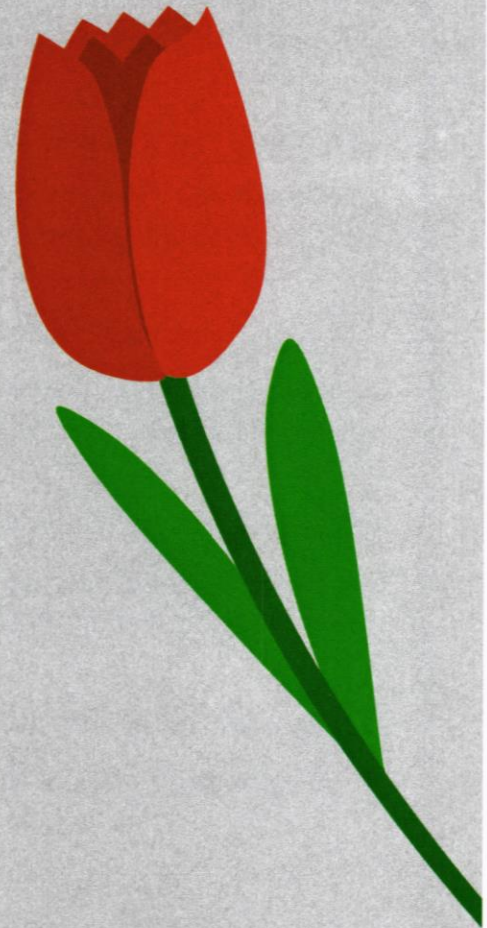
Join us for a special event in honor of Parkinson's Awareness Month. There will be a presentation, discussion and demonstrations of modalities and equipment to prevent and mitigate falls. Whether or not you or a loved one has been affected by Parkinson's Disease, the discussions will offer valuable insights for all. Don't miss this opportunity to learn, engage, and support one another.

DISCUSSION & INSIGHT

- Balance and Fall Prevention
- Physical Therapy & Occupational Therapy
- Exercise and Treatment Options
- Support for Caregivers

QUESTIONS? CONTACT:

STEVE WISE KRISTY SPENCER DAN DAIL
(702) 249-1452 (435) 559-9681 (435) 463-7285



SOUTHWEST PARKINSON'S ALLIANCE (SWPA)

March 3, 2024

MAYOR GREEN, HONORABLE MEMBERS OF CITY COUNCIL,

By formula, about 120 residents of Iron County, most of whom live in Cedar City, will wake up tomorrow to yet another day of engagement in our battle with Parkinson's disease, a crushing disease that has been declared to be the most dangerous of the neurological diseases.

We are willing to carry our own weight, to be valuable members of the community and loving members of our families. You can count on us to do our part. We have no desire to be a burden on the community, Also, we have no desire to represent the unopened present under the Christmas tree or the empty chair at the Thanksgiving table.

We aspire to be the pride of Cedar City and Iron County. There will be times when we falter, times when we may go down. But it is our hope that your signature on this proclamation is your and the Council's pledge to extend a hand if necessary to help us back up to resume our fight against Parkinson's disease.

Sincerely,

Dan Dail, Founder SWPA-Fitness, Consultant, Steering Committee

Kristy Spencer, Founder SWPA-Caregiver's, Steering Committee

Steve Wise, Presiding Officer SWPA Support Group, Steering Committee

COUNCIL MINUTES

APRIL 10, 2024

The City Council held a meeting on Wednesday, April 10, 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; Wastewater Superintendent Eric Bonzo, Senior Plant Operator Jeff Lennert, Lieutenant JR Robinson.

OTHERS PRESENT: Tom Jett, Serenna Wu, Kirby Stratton, Pete Akins, Wendy Green, Dallas Buckner, Maria Twitchell, Kimball Holt.

CALL TO ORDER: Pastor Pete Atkin of Cedar City Foursquare Church gave the invocation; the pledge was led by Serenna Wu.

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** - the Budget meetings are they on the 29 & 30 or 30 & 1? The Council chose 30 & 1. ■ **Mayor** - the deeds have been signed and recorded for the Fiddlers Park transfer with SITLA. They have called for Blue Stakes, and they will be there tomorrow and then the Street Department will be able to begin work. Mr. Bittmenn is a bird dog on this stuff and has had endless back and forth with SITLA. I took time the other day and read all of these things on the wall. We lived in Sugarland near Delta, and it is fascinating. I love history, the stories and the resilience of the Japanese in internment camps is amazing. We will have a new display coming in. It is a traveling display from the State. Applications for RAP Tax are now open. The application is on the website. ■ **Phillips** – two weeks ago we had a proclamation on Parkinson's, and I attended the event on April 9th and Tyler Brinkerhoff came and spoke on prevention and falling, it is startling to me the number of people in the room that had Parkinson's, it was heartfelt. There were probably 100 people there, it was about 1.5 hours. Today at 1:30 p.m. was the unveiling of the Happy Factory sign. ■ **Riddle** – over this past week I have had a few people contact me, it is budget time, and the mayor and staff are working on the budget. One thing that has come to my attention is that there is talk that the council and mayor had intentions of cutting 20% of the city staff. I would like to stop that. In the time I have been on the council, as we have gone through the budget season, never once have we talked about cutting staff, as this budget year comes up, last year we increased the number of individuals employed by the city and we will probably do the same this year. As Mr. Stathis is leaving it will leave a big hole, I think there needs to be two people, the Mayor thinks maybe more than 2 to make it more efficient timewise. There are quite a few individuals added to the engineering department. We constantly have people come and go and we have never left a position open because we don't need them. Year in and year out we have people calling about weeds and very rarely is the city staff not working to get it taken care of. It is hard to keep people, often private entities can lure them away and it will continue to happen. The mayor wants to increase pay for these people and the people

that sit up here take that into consideration. There is no way the city could function with 20% less, the water wouldn't flow, the sewer would plug, potholes wouldn't get filled. ■ **Melling** – as we have done the closed session for the character, professional competence or physical or mental health of an individual, we are using this to discuss with the department heads their needs of their departments so we can ensure they have the tools they need to manage their department. We have not encouraged them to reduce staff, we just want to understand their problems and here it in a safe setting, the rules are quite strict about what we can and cannot discuss. We can ensure the staff can manage their departments, we have no appetite to cut staff across the board or in departments. If there is a problem with an individual, we want to make sure department heads have the tools to deal with that. **Mayor** – we love and appreciate our employees, there are 180 full-time and about 200 part-time employees. ■ **Wilkey** – Monday, May 20th is the deadline for RAP Tax. I want to thank the Police Chief and the Street Department, on Thursday at 2:00 p.m. we had an interactive sign on 1600 North. Yesterday we talked about the Eagles by the Soccer Field shot according to DWR, it had to be euthanized because of its wounds, it was found about 4500 West. **Mayor** – I was out there a few days ago and the male is on the eggs and another one scoping out a fish that we haven't yet provided. **Wilkey** - Councilman Melling and I participate in Iron Leaders at SUU, the final day for that is Wednesday, May 8th and there is a graduation that evening, if possible, can we move that meeting to Thursday the 9th, Mr. Phillips will also be gone on the 8th. **Melling** – it might be easier if I just miss the graduation. My wife was not going to be able to be there anyway. ■ **Mayor** – I placed AE2S drawing in front of you, see attached Exhibit “A”. The far right #17, the gadget, reuse filtration is the gadget we are talking about. The statement was also read. **Jonathan** – we received a report, we will send it to the council for review, they are at about a 60% level of the report and hope to have a full report next week. We are looking at treatment to type 1 to 4.8 million gallons per day, see Exhibit “B”. Coming out now is a type 2, type 1 allows more irrigation uses. We are looking at putting it in the secondary irrigation system to water the parks, schools and public areas. Our treatment plant, a lot of the parameters are already being met but some still need to be improved. They are looking at several options, the cloth media filter is rising to the top, it is new technology, older methods use sand filters, this is newer and cheaper than sand. **Melling** – we already meet some requirements and not others, is that being considered as far as we are not worried about TSS and BOD so this makes more sense for a system like ours or is it across the board no matter what. **Jonathan** – they are looking at the quality of the effluent coming out of our plant specifically. Pile cloth and sheer cloth are similar, but pile cloth is used more in Utah. The capital costs are less than other alternatives, \$3.5 - \$5 million dollars, it depends on the redundancy. If we design it to do just the 4.8 million, we are looking at about \$3.5 million, if we add redundancy to increase the capacity, meaning if we have to take one section off line we can still run it through another train and it is closer to \$5 million. **Mayor** – what would be the worst, you turn the water out to the grass, we can always do what we have been doing now. **Melling** – if they start to phase out the cemetery well or other uses and get them back up and running if it is offline. And the discharge permit, we now have that, if we don't, we are stuck. Maybe we will maintain the ability to discharge at the land application site. **Mayor** – the hope is to move it to the farm facilities, to the Lake on the Hill, etc. **Wilkey** – the \$5 million does it take us about the 4.8 million or is it just redundancy? **Jonathan** – it might help with future expansion. **Melling** – with the screw press we have all the stuff hard to change later and buy the gadget later. **Jonathan** - they also looked at sand filters, the capital cost is \$10 million. They looked at deep beds and traveling bridge, it is outdated technology and is more expensive and has to cover a lot larger area. **Phillips** – with the cloth pile do we

think they will be current for a period of time or will they be outdated in a few years. **Jonathan** - there is always the possibility of new technology. **Melling** - the sand is calibrated to a spec, but over time they change size and that is why the cloth is more favorable, so if that changes it will probably be the type of cloth. **Phillips** - there is also no way to take out the sand to replace it. **Mayor** - the length of time between changing the cloth. **Jonathan** - ultrafiltration membrane is the highest cost but the best to clean the water and could provide a benefit to potable reuse. It probably is not feasible right now. **Melling** - I get nervous about potable reuse, on the federal level there is legislation on the chemicals and then the EPA doesn't want a carbon footprint, so it might not meet those specs. **Tom Jett** - about 3 months ago I was reading in Wall Street Journal there are billions being spent on new technology for sewer reclamation from brown to clear, most are coming from the middle east because of the water problems and growth in that area. We will see rapid changes, there is a lot of money to be made in this industry right now. We can live without a lot of things, but not water. **Mayor** - I have been reading a book about what Israel has done for their water and they are comparable with Utah, we also have a salt sea in addition to mountains. Water drives everything and we come up with the best solutions. **Jonathan** - the analysis is in the Exhibit, there are pictures of the Central Valley Reclamation Facility. **Wilkey** - does the cost include the building? **Jonathan** - yes. **Carter** - how much of the process is this? **Jonathan** - this is task 1. We will then choose an option and then they start working with the State. **Melling** - it is good to know there are others using this system. **Jonathan** - yes, the state is comfortable with the system. I have talked with Clint Rogers from Statec for the plan review. **Melling** - with our phosphorous removal is this one of those where there is a tradeoff, if we are adding more chemical will we have higher TSS or nitrate, what are the ramifications? **Paul** - I asked that question, we don't know for sure, if we do a chemical process to attach the phosphorous the bio solids will go up and our costs to remove that will go up. The Feds may force us to do this anyway. **Melling** - do we know how far over we are? **Jonathan** - I don't know, but we have had problems at the Lake at the Hill will algae. **Paul** - if you have been watching about Panguitch Lake, we have been contacted, to send a vac truck and a swift water rescue and a trailer we bought with flooding mitigation gear to help pump basements if needed. **Melling** - we need to do that if our neighbors are in trouble. **Mayor** - I was over there Monday, and the lake is full and the creek is flowing, there is a lot of water. **Phillips** - the earthen dam is solid, but it is the cap they put on later that is having issues.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED MARCH 20 & 27, 2024; (2) RATIFY BILLS DATED MARCH 28, 2024; (3) APPROVE SINGLE EVENT ALCOHOL PERMITS FOR A BEER GARDEN AT THE SPRING FIESTA ON MAY 3RD AND A BEER GARDEN AT THE JULY JAMBOREE ON JULY 13TH. PAYTEN CRAWFORD, WAREHOUSE BAR & KITCHEN/CHIEF DARIN ADAMS; (4) APPROVE THE DISPOSAL OF CITY PROPERTY NEAR THE GOLF COURSE & 900 NORTH. DAVE & MICHELLE WIEBER/RANDALL MCUNE; (5) APPROVE A CROSSWALK ACROSS 900 NORTH. JARED BARNES/KEN NIELSON; (6) APPROVE A MEMORANDUM OF UNDERSTANDING WITH IRON COUNTY FOR THE DIAMOND Z ADDITION. KEN NIELSON; (7) APPROVE A WATER RIGHTS DONATION AGREEMENT WITH SON BUILDERS. PAUL BITTMENN; (8) APPROVE A CONTRACT WITH PERFORMANCE AUDIO. PAUL BITTMENN;
Wilkey - LeBaron test well was \$17,300 and one for \$25,300 for a total of \$42,600 for

Lebaron well, are we done? **Jonathan** – yes, we had to pump an extra week. **Mayor** – we were concerned. **Phillips** – the crosswalk at 900 North, it is from the 18th hole to the parking lot at the Golf Course.

Councilmember Phillips moved to approve the consent agenda items 1 through 8 as written above; second by Councilmember Melling; vote unanimous.

CONSIDER A DEFERRAL AGREEMENT FOR FRONTAGE IMPROVEMENTS IN PASTURE LANE SUBDIVISION PHASE 1. GO CIVIL/JONATHAN STATHIS:

Dallas Buckner, Go Civil – there was discussion about timelines with the deferral, I made edits and Randall made better changes and they have agreed to Randall's changes. Option B is the 5 years. **Cox** – I think they make sense if you have to put infrastructure in and then tear it out it makes sense, but to just get out of it I don't agree. I will also recuse myself from this vote and the next one.

Councilmember Melling moved to approve the deferral agreement for frontage improvements in Pasture Lane Subdivision, Phase 1; second by Councilmember Riddle; vote Aye – 4 Abstained – 1 Robert Cox.

CONSIDER FINAL PLAT FOR PASTURE LANE SUBDIVISION PHASE 1. GO CIVIL/RANDALL MCUNE:

Dallas Buckner, Go Civil – I am working through the final requirements with Randall, we added in the road dedication, I didn't think about the title and taxes on the CW, they are confident that will be resolved by next week. I request it be approved on the taxes paid and the title report. **Randall** – when you have contingencies that are clear we are ok.

Councilmember Melling moved to approve the final plat for Pasture Lane Subdivision, Phase 1 contingent on the contingencies being taken care of; second by Councilmember Riddle; vote Aye – 4 Abstained – 1 Robert Cox.

REQUEST TO RE-CONSIDER STAFF INTERPRETATION OF MASTER-PLANNED ROAD IMPROVEMENTS IN DIAMONTI SUBDIVISION PHASE 2. PLATT & PLATT/JONATHAN STATHIS:

Phillips – I was at Sketch last week. I struggle and I know I brought up about the lines on the map, but we should stand by what staff recommends and then they can go through deferral process. **Wilkey** – what process was started, changing the master planned road? **Kirby** - yes, it makes sense to move it. **Randall** – you may have a few alternatives come to you. **Melling** – where are you in this process, is this the last item to bring it to final plat? **Jonathan** – yes. **Wilkey** – does the deferral process go to Planning Commission or Sketch? **Jonathan** - no. **Melling** – I wonder if we have on the next meeting a deferral subject to the General Plan change, I want them to move forward. I think there is a likelihood there will be a general plan change, we don't want you to build a road to nowhere. **Wilkey** – there is 100% support for a deferral, let's see where the road ends up and even if they know, why build it going nowhere. **Kirby**- it is an industrial subdivision. **Melling** – let's put it on the agenda for deferral with the final plat.

Councilmember Wilkey moved to deny the request to reconsider staff interpretation of master-planned road improvements in Diamonti Subdivision Phase 2; second by Councilmember Melling; vote unanimous.

CONSIDER A DEFERRAL AGREEMENT FOR IMPROVEMENTS ON 100 EAST STREET AND A VARIANCE TO THE ENGINEERING STANDARDS TO ALLOW A TEMPORARY DRIVEWAY. MIKE GREEN/JONATHAN STATHIS: Wilkey – we are asking for a deferral on a drawing that we don't own the property. Melling – as of today if they put in the MP improvements, they will build a nice curb and gutter to the Forest Service parking lot. Wilkey – it is not possible as it sets, I am not against it. Phillips – how do you want to move forward. Randall – just defer the improvements on 100 East. Paul – we will vacate the interest when it is realigned.

Councilmember Phillips moved to approve the agreement for the deferral of improvements on 100 East Street and a variance to the Engineering Standards to allow a temporary driveway; second by Councilmember Melling; vote unanimous.

CONSIDER A VARIANCE TO THE ENGINEERING STANDARDS FOR A CURB BULB-OUT IN 775 NORTH STREET. MIKE GREEN/JONATHAN STATHIS: Jonathan - UDOT's concern is that the handicapped ramp be installed. Phillips – there is still room for a right-hand turn and people coming in and a left hand turn? Wilkey – if the usage changes the bulb-out has to come out.

Paul - Should the use of the building switch from a school to another use the bulb out must be removed at their expense.

Councilmember Melling moved to approve a variance to the Engineering Standards for a curb bulb-out in 775 North Street so long as the property is used as a school. If the use were to change the owner would need to revert that public street to the standards at their expense within 180 days of the change of that use; second by Councilmember Phillips; vote unanimous.

CONSIDER AN ORDINANCE CHANGING THE ZONE FROM AT TO R-3-M FOR A PROPERTY NEAR 3400 W SOUTH MOUNTAIN DRIVE. HENTSTRA/RANDALL MCUNE: Councilmember Wilkey moved to approve the zone change from AT to R-3-M for property near 3400 W. South Mountain Drive; second by Councilmember Cox; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	AYE
Ronald Riddle	-	AYE
Carter Wilkey	-	AYE

CONSIDER THE RESOLUTION FOR THE REVISION OF THE 2023-2024 FISCAL YEAR BUDGET. JASON NORRIS: Jason – no changes have been made since last week.

Councilmember Phillips moved to approve the resolution revising the 2023-2024 Fiscal Year budget; second by Councilmember Melling; vote as follows:

AYE: 5

NAY: 0
ABSTAINED: 0

CONSIDER BIDS FOR THE MUD SPRINGS PRODUCTION WELL. JONATHAN

STATHIS: Jonathan – in 23 years I have never seen a bid this close. They are both licensed drillers, I have not worked with Hydro Resources, KP did the test well at Greens Lake. Paul – it is not just price, it is qualified bidder, if you want to approve because of the date, you can do that. Wilkey – the \$2 million was established when or where, was it a previous administration. Mayor - \$1.9 million from the previous administration and \$2 million I put in. Melling – I have people ask why we spend so much on water. We have not drilled a new municipal production well in about 20 years. Jonathan – not quite 20 years, but a long time. Melling – production is over storage. Mayor – I believe it was for a 24 inch well. Jonathan 24 inch bore and 16-inch casing. Melling – this is a safe bet for good water. Wilkey – the final exit is at the pilot hole; how much would we lose? Jonathan – I don't know, but we have an exit, we will take water quality samples, my guess is about \$400,000 to \$500,000 but we can stop if we don't like something. Melling – if we get a sample and it sucks, we can pull out.

Councilmember Wilkey moved to approve the bid from Hydro Resources in the amount of \$1,647,780 for the Mud Springs production well; second by Councilmember Melling; vote unanimous.

CONSIDER AN ORDINANCE AMENDING 23-9(Q) RESIDENTIAL SHORT-TERM RENTALS REGARDING HOA AND CC&R RESTRICTIONS. RANDALL MCUNE:

Phillips – I want to thank Mr. Jett for his diligence on the Planning Commission looking at our ordinances and making amendments. I don't agree with one removal, but I appreciate his work. Wilkey – thanks for separating the two items. Melling – the HOA and CC&R's we revised for daycares. I would like to revisit some of the other licenses on the notification requirements. If it is a business by appointment only, not a retail shop, home-based by appointment and no more than one employee or customer at a time I don't think they should have to notify neighbors. Cox – there is a line to draw with notification where there is an impact. Melling – it becomes a security issue also. Phillips – maybe not 300 feet, but in some cases 100 or 150 feet, 300 feet is a lot. Melling – I don't think at any time more than the closest 5 neighbors. Wilkey – you could say adjacent property.

Councilmember Wilkey moved to approve the ordinance amending 23-9(Q) residential short-term rentals regarding HOA and CC&R restrictions; second by Councilmember Melling; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	AYE
Ronald Riddle	-	AYE
Carter Wilkey	-	AYE

CONSIDER AN ORDINANCE AMENDING 23-9(Q) RESIDENTIAL SHORT-TERM RENTALS REMOVING NEIGHBOR NOTIFICATION REQUIREMENTS. RANDALL MCUNE:

Councilmember Cox moved to approve the ordinance amending 23-9(Q) residential short-term rentals removing neighbor notification requirements; second by Councilmember Melling; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	NAY
Ronald Riddle	-	AYE
Carter Wilkey	-	NAY

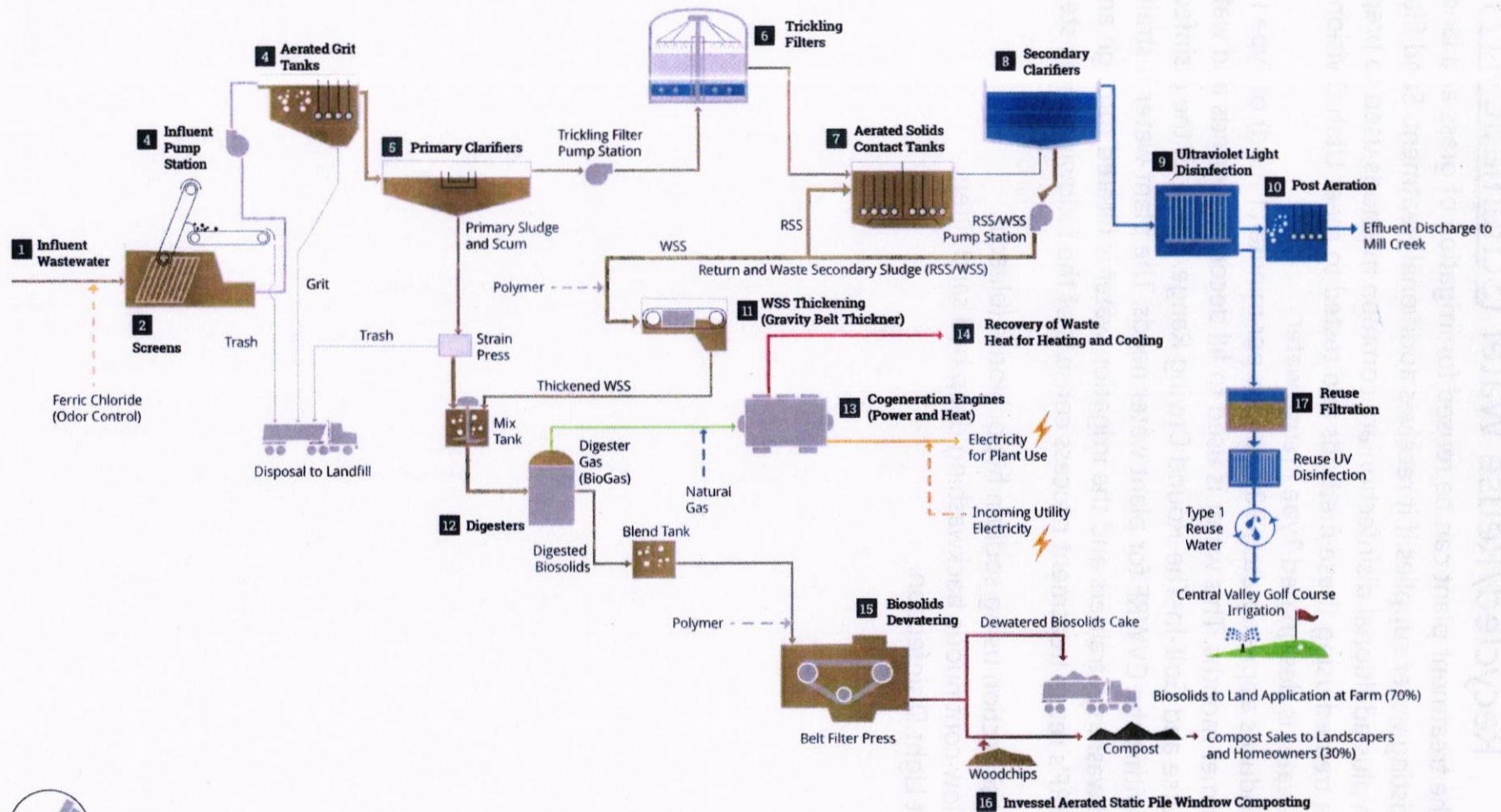
CLOSED SESSION – CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL: Councilmember Phillips moved to go into closed meeting at 7:42 p.m.; second by Councilmember Melling; roll call vote as follows:

Robert Cox	-	AYE
Tyler Melling	-	AYE
Scott Phillips	-	AYE
Ronald Riddle	-	AYE
Carter Wilkey	-	AYE

ADJOURN: the meeting adjourned at 8:42 p.m.

Renon Savage, MMC
City Recorder

CVWRF Process Schematic



a composite sampler collects samples 24 hours per day for laboratory analysis to ensure compliance with the CVWRF's UPDES permit limits.

Recycled/Reuse Water (Schematic #17)

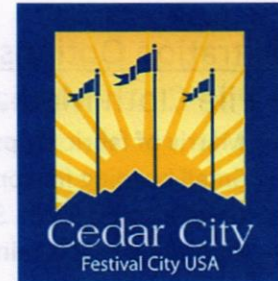
Effluent from the treatment plant can be reused for irrigation of grass and landscaping to supplement existing water supplies if it receives additional treatment. Sand filters or membrane micro-filtration plus additional disinfection are common methods used to prepare the water for recycling. Once treated using these methods and tested to meet Utah Division of Water Quality Standards, the water is designated Type I reuse water.

The CVWRF produces approximately 700 gallons per minute (1 mgd) of Type I reuse water during the summer months. This water is used to fill decorative ponds and water the Central Valley Golf Course and Golf-In-The-Round Driving Range. Some of the disinfected effluent water is also reused within the CVWRF for plant water needs. The plant water is strained through automatic backwashing strainers and the irrigation water is filtered through an upflow sand filter. The CVWRF's reuse treatment process consists of the following three steps:

1. Chlorine disinfection using sodium hypochlorite (bleach),
2. Three upflow continuous backwashing deep bed sand filters,
3. Ultraviolet Light Disinfection.

WWTP Effluent Reuse Filtration

Type 1 Effluent



April 10, 2024

1

Treatment to Type 1 – 4.8 mgd design

Type 1 Effluent Uses:

- Irrigation in residential and urban areas
- Irrigation of food crops
- Pasture irrigation for milking animals
- Impoundments of wastewater



Type 1 Reuse Water Quality Requirements:

- Water quality parameters need to be achieved.
- Several parameters already being met: BOD, TSS, pH, TIN
- Parameters that may need to be improved: Turbidity, E. coli (pathogens), Phosphorous, Chlorine Residual

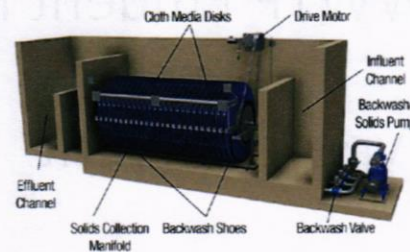
2

Options for Filtration to Type 1 – Cloth Disc Filters

Filtration Options:

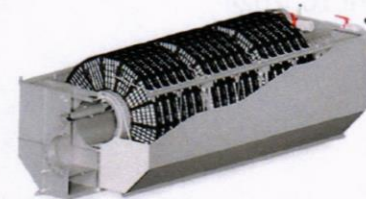
• Pile Cloth Media Filter –

- Matrix of fabric strips traps suspended particles.
- Small building footprint: 45' x 45'
- Capital cost = \$3.5 - \$5 million (depends on redundancy)
- Operating cost is minimal, replace filters every 7-10 years.



• Sheer Cloth Media Filter –

- Stainless steel-based media matrix traps suspended particles.
- Small building footprint: 50' x 30'
- Capital cost = \$3.5 - \$5 million (depends on redundancy)
- Operating cost is minimal, replace filter every 7-10 years.



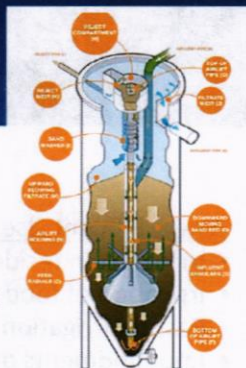
3

Options for Filtration to Type 1 – Sand Filters

Filtration Options:

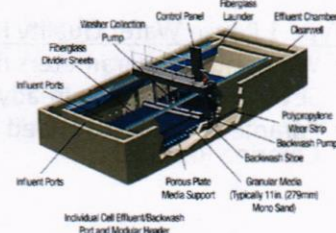
• Continuous Backwash Sand Filter –

- Backwash operates continuously using a small amount of filtered water.
- Requires more excavation and more concrete, larger footprint
- New pump station required due to high head loss
- Capital cost = \$10 million



• Deep Bed and Traveling Bridge Sand Filters –

- Deep Bed has a high capital cost and large footprint
- Traveling Bridge is outdated technology with high maintenance
- Both of these were removed from consideration



4

Options for Filtration to Type 1 – Ultrafiltration

Filtration Options:

- Ultrafiltration Membrane –
 - Membranes filter out impurities.
 - Small footprint
 - Capital cost = \$14 million
 - Highest operating cost – chemicals, power cost
 - Allows for easier transition to potable reuse



5

Filtration Alternatives Analysis

Table 5. Filtration Alternatives Analysis

Criteria		Pile Cloth Disc Filter	Sheer Cloth Disc Filter	Continuous Backwash Sand Filter	Ultrafiltration
		SCORE (1-5)	SCORE (1-5)	SCORE (1-5)	SCORE (1-5)
Performance & Reliability	30%	4	3	3	5
Capital Cost	20%	5	5	2	1
Operating Cost	20%	3	3	5	1
Ease of Maintenance	20%	4	4	5	3
Flexibility for Future Expansion	10%	3	3	1	5
Normalized Scores		3.90	3.60	3.40	3.00
Rank		1	2	3	4

6



7

Other issues

- Plant expansion. Need to make sure the chosen option can fit in with future plant expansion.
- Treatment for use in the Lake at the Hills. Need to make sure that the water quality meets requirements for use in the City's secondary irrigation system. (Phosphorous removal)
- Need to decide on level of redundancy (0% vs. 50% vs. 100%). This will affect the capital cost.
- Peer review by Stantec.
- Visit a facility with pile cloth disc filter technology. Central Valley WRF located in South Salt Lake.
- Presentation to the City Council next week by AE2S, finishing the final report.

8

CITY COUNCIL CLOSED SESSION
APRIL10, 2024

The City Council held a closed session on Wednesday, April 10, 2024, at 7:50 p.m. in the Council Chambers at the City Office, 10 North Main, Cedar City, Utah.

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

STAFF PRESENT: City Manager Paul Bittmenn; City Attorney Randall McUne; HR Director Natasha Hirschi; Police Chief Darin Adams; Assistant Police Chief Jimmy Roden; Lieutenant Clint Pollock; Lieutenant JR Robinson.

**CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL
HEALTH OF AN INDIVIDUAL:**

ADJOURN: adjourn at 8:42 p.m.

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
4IMPRINT INC					
12361997	5764028 - BRANDED FIRST AID KITS	04/04/2024	30-40-220 ADVERTISING	2,061.72	
Total 4IMPRINT INC:				2,061.72	
ALSCO - AMERICAN LINEN SUPPLY					
LSTG1114284	6051 - FLT UNIFORM SERV	03/12/2024	10-78-451 UNIFORM SERVICE	23.01	
LSTG1116196	6051 - FLT UNIFORM SERV	03/22/2024	10-78-451 UNIFORM SERVICE	23.01	
LSTG1116202	005510 - WWTP UNIFORM SERV Y24	03/22/2024	53-56-451 UNIFORM SERVICE	32.21	
LSTG1116215	005510 - WWTP UNIFORM SERV Y24	03/22/2024	53-56-451 UNIFORM SERVICE	15.00	
LSTG1117258	005510 - WWTP UNIFORM SERV Y24	03/29/2024	53-56-451 UNIFORM SERVICE	32.21	
Total ALSCO - AMERICAN LINEN SUPPLY:				125.44	
AMERICAN LEAK DETECTION OF UTAH					
24806	CCAQ - POOL AND SPA TEST	03/22/2024	20-40-262 BUILDING & GROUND MAINTENANCE	7,325.00	
Total AMERICAN LEAK DETECTION OF UTAH:				7,325.00	
ASHDOWN BROTHERS CONSTRUCTION					
9424	CED01 - UPM MIX	03/07/2024	51-40-255 WATER SYSTEM MAINTENANCE	348.21	
9445	CED01 - UPM MIX	03/19/2024	51-40-255 WATER SYSTEM MAINTENANCE	2,381.82	
Total ASHDOWN BROTHERS CONSTRUCTION:				2,730.03	
ASHLYND E COX					
1	CCHT - HEMMED OVAL TABLECLOTH	04/02/2024	10-92-252 EQUIPMENT MAINTENANCE	175.00	
Total ASHLYND E COX:				175.00	
BAKER & TAYLOR					
H68490990	415754 L102673 4-BOOKS	03/29/2024	10-87-481 BOOKS-GENERAL COLLECTION	22.48	
H68492500	415754 L102673 4-YOUNG ADULT BOO	03/29/2024	10-87-482 BOOKS-YOUNG ADULT	26.24	
Total BAKER & TAYLOR:				48.72	
BARNEY BROS ELECTRIC INC					
14952	CC WTR - E3 CHLORINE PUMP ADDITI	03/19/2024	51-40-740 CAP OUTLAY-EQUIPMENT	3,289.02	
Total BARNEY BROS ELECTRIC INC:				3,289.02	
BARNEY FAMILY LTD					
FACADE IMPR	CCC - CEDAR THEATER FACADE IMP	03/28/2024	57-40-633 INCENTIVE-TENANT IMPROVEMENTS	7,500.00	
Total BARNEY FAMILY LTD:				7,500.00	
BEEHIVE COMMERCIAL REPAIRS LLC					
1343	CC LBRY - CHILLER REPAIR	04/04/2024	10-87-252 EQUIPMENT MAINTENANCE	175.00	
Total BEEHIVE COMMERCIAL REPAIRS LLC:				175.00	
BEST WESTERN COTTONTREE INN					
8787414	CCPD - 0002493 T.URESK 2/25-3/1/24	03/15/2024	10-70-232 TRAVEL & TRAINING-DETECTIVES	590.70	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
9416902	CCPD - 0002493 M. WHITE 3/25-3/28/2	03/29/2024	10-70-233 TRAVEL & TRAINING-PATROL	354.42	
Total BEST WESTERN COTTONTREE INN:				945.12	
BLACKSTONE PUBLISHING					
2146416	167928 - E MATERIALS	03/25/2024	10-87-481 BOOKS-GENERAL COLLECTION	46.99	
2147395	167928 - E MATERIALS	04/02/2024	10-87-481 BOOKS-GENERAL COLLECTION	75.45	
2147570	167928 - E MATERIALS	04/03/2024	10-87-481 BOOKS-GENERAL COLLECTION	119.97	
Total BLACKSTONE PUBLISHING:				242.41	
BLUE STAKES OF UTAH					
UT202400517	CEDARC - MAR 24 NOTIFICATIONS	03/31/2024	61-40-310 PROF & TECH SERVICES	542.01	
Total BLUE STAKES OF UTAH:				542.01	
BLUEBEAM INC					
1897491	CC ENG - UPGRADE REVU TO SUBSC	04/05/2024	10-81-240 OFFICE SUPPLIES & EXPENSE	1,029.00	
Total BLUEBEAM INC:				1,029.00	
BOWEN COLLINS & ASSOCIATES					
34053	ENG SVCS - COAL CREEK EWP PROJ	03/11/2024	40-41-740 CAP OUTLAY-COAL CREEK CHANNEL	1,817.35	
Total BOWEN COLLINS & ASSOCIATES:				1,817.35	
BROADVOICE					
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-41-280 TELEPHONE	396.78	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-44-280 TELEPHONE	70.07	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-60-280 TELEPHONE	46.72	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-70-280 TELEPHONE	1,214.96	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-73-280 TELEPHONE	210.20	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	52-55-280 TELEPHONE	23.34	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	53-56-280 TELEPHONE	140.14	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	20-40-280 TELEPHONE	210.20	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	22-40-280 TELEPHONE	23.34	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	24-40-280 TELEPHONE	70.07	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	28-40-280 TELEPHONE	93.41	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	30-40-280 TELEPHONE	23.34	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	51-40-280 TELEPHONE	93.41	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-83-280 TELEPHONE	93.41	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-84-280 TELEPHONE	23.34	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-85-280 TELEPHONE	46.72	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-87-280 TELEPHONE	140.14	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-90-280 TELEPHONE	23.34	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-92-280 TELEPHONE	140.14	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-75-280 TELEPHONE	93.41	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-76-280 TELEPHONE	46.72	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-77-280 TELEPHONE	46.72	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-78-280 TELEPHONE	70.07	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-79-280 TELEPHONE	46.72	
705976 APR 2024	9328 - APR 2024 PHONE SERVICE	04/01/2024	10-81-280 TELEPHONE	210.20	
Total BROADVOICE:				3,596.91	
CEDAR HEART LLC					
MAR 2024 CCFD (4	CCFD - BLS COURSE (42 & 3)	03/12/2024	10-73-230 TRAVEL & TRAINING	2,025.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total CEDAR HEART LLC:				2,025.00	
CENGAGE LEARNING/GALE					
84077298	170454 - LBRY BOOKS	03/20/2024	10-87-481 BOOKS-GENERAL COLLECTION	83.96	
84085300	170454 - LBRY BOOKS	03/21/2024	10-87-481 BOOKS-GENERAL COLLECTION	47.23	
84085640	170454 - LBRY BOOKS	03/21/2024	10-87-481 BOOKS-GENERAL COLLECTION	41.23	
Total CENGAGE LEARNING/GALE:				172.42	
CENTRAL IRON CNTY WTR CONSERV DIST					
MAR 2024 WTR	1096001 - WTR PURCHASE Y24	03/31/2024	51-40-316 WHOLE SALE WATER PURCHASE	801.67	
MAR 2024 WWTP	4002574 - CC WWTP WATER SERV Y2	03/31/2024	52-55-270 UTILITIES-SEWER COLLECTION	77.43	
Total CENTRAL IRON CNTY WTR CONSERV DIST:				879.10	
CHEMTECH-FORD					
24C0820	CC WTR - WATER QUALITY TESTING	03/28/2024	51-40-700 CAP OUTLAY-NONCAPITAL ASSETS	2,045.00	
24C0934	CC WWTP - LAB ANALYSIS 23/24	03/26/2024	53-56-313 TESTING	460.00	
24C1312	CC WWTP - LAB ANALYSIS 23/24	04/01/2024	53-56-313 TESTING	460.00	
Total CHEMTECH-FORD:				2,965.00	
CUES INC					
970017556	84720000- SEWER CAMERA HEAD RE	03/21/2024	52-55-252 EQUIPMENT MAINTENANCE	2,803.36	
Total CUES INC:				2,803.36	
CURTIS & SONS					
INV793602CR	C29937 - CCFD - CREDIT DOUBLE PAY	02/20/2024	10-73-252 EQUIPMENT MAINTENANCE	(74.93)	
INV808427	C29937 - CCFD - KUSSMAUL CHARGE	03/29/2024	10-73-252 EQUIPMENT MAINTENANCE	1,641.61	
INV808684	C29937 - CCFD - EDRAULICS SERVIC	03/29/2024	10-73-252 EQUIPMENT MAINTENANCE	3,157.00	
Total CURTIS & SONS:				4,723.68	
DEX IMAGING LLC					
AR11050996	CCC - CANON COPIER CONTRACT	04/01/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	632.51	
Total DEX IMAGING LLC:				632.51	
DIV OF OCCUPATIONAL & PROF LIC					
MAR 2024 BLDG P	CCC - BLDG SRCHG REPORT- JA,FE,	03/31/2024	10-75-612 BUILDING PERMIT SURCHARGE	4,020.13	
Total DIV OF OCCUPATIONAL & PROF LIC:				4,020.13	
DOMINION ENERGY					
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-42-270 UTILITIES	2,024.97	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-73-270 UTILITIES-FIRE	1,958.00	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-76-270 UTILITIES	1,274.86	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-83-270 UTILITIES-PARKS & CEMETERY	680.48	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-87-270 UTILITIES-LIBRARY	3,980.85	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	1,540.69	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-90-270 UTILITIES-CROSS HOLLOWS EVENTS	1,590.25	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	10-92-270 UTILITIES-HERITAGE CENTER	5,340.14	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	22-40-270 UTILITIES-CATS	278.40	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	24-40-270 UTILITIES-AIRPORT	2,699.83	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	28-40-270 UTILITIES	1,060.30	
MAR 2024	3511260000 - NAT GAS MAR 2024	03/21/2024	52-55-270 UTILITIES-SEWER COLLECTION	224.00	

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Total DOMINION ENERGY:				22,652.77	
ELITE DOOR & WINDOW INC					
23239	CCPW - GARAGE DOOR INSTALL	03/04/2024	61-40-262 BUILDING & GROUND MAINTENANCE	7,867.00	
CM23818	CCPW - GARAGE DOOR TRACKS CRE	03/28/2024	61-40-262 BUILDING & GROUND MAINTENANCE	(350.00)	
Total ELITE DOOR & WINDOW INC:				7,517.00	
EMSL ANALYTICAL INC					
37328426	CC WTR - TEST SAMPLES - CEDAR C	03/28/2024	51-40-255 WATER SYSTEM MAINTENANCE	823.00	
Total EMSL ANALYTICAL INC:				823.00	
ERIC N BONZO					
SOUTH & WEST	CCC - PURCHASE SOUTN & WEST SH	04/05/2024	51-40-712 CAP OUTLAY-WATER RIGHTS	440.00	
Total ERIC N BONZO:				440.00	
FASTENAL					
UTCED126533	UTCED0554 - MISC SHOP SUPPLIES	03/22/2024	53-56-480 SPECIAL DEPARTMENT SUPPLIES	283.30	
UTCED126797	UTCED0554 - MISC SHOP SUPPLIES	03/29/2024	53-56-480 SPECIAL DEPARTMENT SUPPLIES	240.73	
Total FASTENAL:				524.03	
FULL COMPASS SYSTEM LTD					
INC02473905	CUC2384391 - SOUND EQUIP PARTS	02/13/2024	10-92-252 EQUIPMENT MAINTENANCE	796.56	
INC02475986	CUC2384391 - SOUND EQUIP PARTS	02/19/2024	10-92-252 EQUIPMENT MAINTENANCE	67.44	
Total FULL COMPASS SYSTEM LTD:				864.00	
GALL'S INC					
027227818	3618471 - BELTS CREDIT	02/28/2024	10-70-620 UNIFORM PURCHASE	(57.12)	
027379595	3618471 - BOOTS	03/15/2024	10-70-620 UNIFORM PURCHASE	166.05	
Total GALL'S INC:				108.93	
GENPAK LLC					
COMPLIANCE SAM	CCC - REFUND DOUBLE PAYMENT 11	03/29/2024	53-38-920 PRETREATMENT FEES	350.00	
Total GENPAK LLC:				350.00	
GLOBAL EQUIPMENT COMPANY					
121695110	221267 - HC - CARTS & CHAIRS	03/22/2024	10-92-262 BUILDING & GROUND MAINTENANCE	949.30	
121714026	221267 - HC - CARTS & CHAIRS	03/28/2024	10-92-262 BUILDING & GROUND MAINTENANCE	1,185.91	
121714745	221267 - ARENA - AUTO FLOOR SCRUB	03/28/2024	10-90-262 BUILDING & GROUND MAINTENANCE	2,920.84	
Total GLOBAL EQUIPMENT COMPANY:				5,056.05	
GREEN & DEMILLE ENTERPRISES					
2141.1	CCC - LIGHTING REPAIR	02/16/2024	57-40-262 BUILDING & GROUND MAINTENANCE	350.00	
2173	CCC - INSPECT/REPAIR TREE LIGHTS	04/03/2024	57-40-262 BUILDING & GROUND MAINTENANCE	2,065.00	
Total GREEN & DEMILLE ENTERPRISES:				2,415.00	
HEALTH EQUITY-HSA					
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-41-132 EMPLOYEE INSURANCE	45.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-42-132 EMPLOYEE INSURANCE	.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-44-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-60-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-70-132 EMPLOYEE INSURANCE	463.28	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	52-55-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	53-56-132 EMPLOYEE INSURANCE	105.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	54-40-132 EMPLOYEE INSURANCE	150.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	55-40-132 EMPLOYEE INSURANCE	110.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	61-40-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-92-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	20-40-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	24-40-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	28-40-132 EMPLOYEE INSURANCE	180.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	30-40-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	51-40-132 EMPLOYEE INSURANCE	217.15	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-81-132 EMPLOYEE INSURANCE	60.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-83-132 EMPLOYEE INSURANCE	222.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-84-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-85-132 EMPLOYEE INSURANCE	46.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-87-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-90-132 EMPLOYEE INSURANCE	86.15	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-73-132 EMPLOYEE INSURANCE	96.15	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-75-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-76-132 EMPLOYEE INSURANCE	50.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-77-132 EMPLOYEE INSURANCE	25.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-78-132 EMPLOYEE INSURANCE	.00	
EVP4CEN - 3-29-24	CCC - 36976 HSA 3-29-24 CNTRB / EV	03/29/2024	10-79-132 EMPLOYEE INSURANCE	92.00	
Total HEALTH EQUITY-HSA:				2,197.73	
HILLCREST BANK					
WORKLAB030724	CCPD - CASE C24-00637 COPIES	03/07/2024	10-70-457 MAJOR INVESTIGATION SUPPLIES	15.00	
Total HILLCREST BANK:				15.00	
HORROCKS ENGINEERS					
83812	CCC - TRAF STDY - 600S, BULLDOG, L	03/13/2024	25-40-310 PROF & TECH SERVICES	4,020.40	
Total HORROCKS ENGINEERS:				4,020.40	
HYMAS & ASSOCIATES					
1431	CC - BASIN 73 WTR RGHT APPRAISAL	03/26/2024	51-40-712 CAP OUTLAY-WATER RIGHTS	2,350.00	
Total HYMAS & ASSOCIATES:				2,350.00	
IDAHO WATER SPORTS					
232767	30826 - DOCK & SLIDE INSTALL	04/03/2024	41-40-790 CAP OUTLAY-RAP TAX	3,228.66	
Total IDAHO WATER SPORTS:				3,228.66	
IHC WORKMED					
CC3501909	1041137-EMPLOYEE HEALTH Y24	04/01/2024	10-41-138 EMPLOYEE HEALTH	73.00	
Total IHC WORKMED:				73.00	
IMAGE PRO					
140367	433 - CCPW - BUSINESS CARDS A.HE	03/22/2024	10-77-240 OFFICE SUPPLIES & EXPENSE	46.00	
140603	433 - CCC - BUSINESS CARDS S.PHIL	04/03/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	43.00	

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Total IMAGE PRO:				89.00	
IMLAY PLUMBING & HEATING					
18475	CCC - PLUMBING WORK / CLEAN DRA	12/05/2023	10-42-262 BUILDING & GROUND MAINTENANCE	110.00	
Total IMLAY PLUMBING & HEATING:				110.00	
INFORMA PRINCETON LLC					
10741433-1	CC ARPT - ASM AIRLINE CONSULT / M	03/19/2024	24-40-310 PROF & TECH SERVICES	2,625.00	
Total INFORMA PRINCETON LLC:				2,625.00	
INTERMOUNTAIN FARMERS					
1020564463	730181 - STERILAN II	04/02/2024	10-90-740 CAP OUTLAY-EQUIPMENT	779.95	
Total INTERMOUNTAIN FARMERS:				779.95	
IRON COUNTY ACOUSTIC MUSIC ASSOC					
RAP TAX 23/24 #2	CCC - RAP TAX 23/24 #2 ALLOCATION	04/01/2024	29-40-100 DISTRIBUTIONS TO ARTS	5,250.00	
Total IRON COUNTY ACOUSTIC MUSIC ASSOC:				5,250.00	
IRON COUNTY LANDFILL					
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	10-42-270 UTILITIES	5.77	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	10-76-270 UTILITIES	5.72	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	10-87-270 UTILITIES-LIBRARY	11.43	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	10-90-270 UTILITIES-CROSS HOLLOWS EVENTS	14.29	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	10-92-270 UTILITIES-HERITAGE CENTER	14.29	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	24-40-270 UTILITIES-AIRPORT	20.01	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	28-40-270 UTILITIES	14.29	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	61-40-270 UTILITIES-PUBLIC WORKS FACILIT	5.72	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	53-56-270 UTILITIES-SEWER PLANT	6,310.48	
MAR 2024	LF-0003-LNDFL,BIOSOLIDS MAR 24	04/03/2024	53-56-270 UTILITIES-SEWER PLANT	197.12	
Total IRON COUNTY LANDFILL:				6,599.12	
JAZZ ALLIANCE OF CEDAR CITY INC					
RAP TAX 23/24 #2	CCC - RAP TAX 23/24 #2 ALLOCATION	04/04/2024	29-40-100 DISTRIBUTIONS TO ARTS	400.00	
Total JAZZ ALLIANCE OF CEDAR CITY INC:				400.00	
JENKINS OIL COMPANY					
0576812	204 - FUEL	04/02/2024	10-79-251 GAS & OIL	1,640.75	
0576823	204 - FUEL	04/04/2024	10-79-251 GAS & OIL	1,768.26	
0576825	216 - FUEL / ARENA	04/04/2024	10-90-251 GAS & OIL	1,388.88	
Total JENKINS OIL COMPANY:				4,797.89	
JOHN ORTON EXCAVATING					
9076	CC WWTP - SEWERLINE & MANHOLE	03/28/2024	52-55-731 CAP OUTLAY-LINE REPLACEMENT	106,315.90	
Total JOHN ORTON EXCAVATING:				106,315.90	
KEELE MEDICAL LLC					
1020	CCPD - DRUG TESTS	03/26/2024	10-70-453 TRAFFIC SUPPLIES	1,100.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
Total KEELE MEDICAL LLC:				1,100.00	
LEXISNEXIS					
3095020552	424VCP2H3 - SUBSCRIPTION Y24	03/31/2024	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	308.00	
Total LEXISNEXIS:				308.00	
LIBERTY PROCESS EQUIPMENT INC					
0101984-IN	CEDCI - POLYMER PUMP REBUILD KI	03/25/2024	53-56-252 EQUIPMENT MAINTENANCE	1,039.83	
Total LIBERTY PROCESS EQUIPMENT INC:				1,039.83	
MARSHALL & EVANS ELECTRIC					
9018	CC ARENA - RELOCATE HAND DRYER	03/19/2024	10-90-262 BUILDING & GROUND MAINTENANCE	462.36	
Total MARSHALL & EVANS ELECTRIC:				462.36	
MICROMARKETING LLC ATTN: AR					
949416	15980-YOUNG ADULT BOOKS	03/26/2024	10-87-482 BOOKS-YOUNG ADULT	144.87	
949530	15980-CHILDREN'S BOOKS	03/26/2024	10-87-483 BOOKS-CHILDREN	68.36	
949674	15980-YOUNG ADULT BOOKS	03/28/2024	10-87-482 BOOKS-YOUNG ADULT	17.09	
949985	15980-CHILDREN'S BOOKS	04/01/2024	10-87-483 BOOKS-CHILDREN	17.99	
950047	15980-YOUNG ADULT BOOKS	04/01/2024	10-87-482 BOOKS-YOUNG ADULT	69.37	
Total MICROMARKETING LLC ATTN: AR:				317.68	
MONSTER INK & DESIGN					
5173	CCPD - EMBROIDERY PD UNIFORMS	03/21/2024	10-70-451 UNIFORM MAINTENANCE	272.00	
Total MONSTER INK & DESIGN:				272.00	
MOSDELL SANITATION INC					
MAR 2024 AQUATI	0692 - DUMP FEE AQUATICS Y24	03/31/2024	20-40-262 BUILDING & GROUND MAINTENANCE	150.00	
MAR 2024 PRK/CM	1077 - DUMP FEE PARKS/CMTRY Y24	03/31/2024	10-83-262 BUILDING & GROUND MAINTENANCE	917.24	
Total MOSDELL SANITATION INC:				1,067.24	
MOTOROLA SOLUTIONS INC					
1187118051	1036546482 - CCPD COPLOGIC SOFT	03/01/2024	10-70-312 COMPUTER & TECH SERVICES	10,015.00	
8281842105	1036920313 - CCPD RADIO SPEAKER	03/12/2024	10-70-255 MAINTENANCE-RADIOS	278.40	
Total MOTOROLA SOLUTIONS INC:				10,293.40	
MOUNTAIN STATES CONTRACTING					
B24-24074-0326	CC STR - TRACK INSP 1ST QTR 2024	03/31/2024	10-79-265 MAINTENANCE-RAILROAD	950.00	
B24-24074-0367	CC STR - TRACK REPAIR INDUSTRIAL	03/31/2024	10-79-265 MAINTENANCE-RAILROAD	13,486.00	
Total MOUNTAIN STATES CONTRACTING:				14,436.00	
MOUNTAIN WEST COMPUTERS					
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-41-312 COMPUTER & TECH SERVICES	571.67	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-44-312 COMPUTER & TECH SERVICES	103.94	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-60-312 COMPUTER & TECH SERVICES	129.93	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-70-312 COMPUTER & TECH SERVICES	1,507.17	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	51-40-312 COMPUTER & TECH SERVICES	129.93	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	52-55-312 COMPUTER & TECH SERVICES	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	53-56-312 COMPUTER & TECH SERVICES	181.90	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-92-312 COMPUTER & TECH SERVICES	103.94	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	20-40-312 COMPUTER & TECH SERVICES	103.94	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	22-40-312 COMPUTER & TECH SERVICES	25.99	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	24-40-312 COMPUTER & TECH SERVICES	129.93	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	28-40-312 COMPUTER & TECH SERVICES	129.93	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	30-40-312 COMPUTER & TECH SERVICES	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-81-312 COMPUTER & TECH SERVICES	259.86	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-83-312 COMPUTER & TECH SERVICES	233.87	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-84-312 COMPUTER & TECH SERVICES	25.99	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-85-312 COMPUTER & TECH SERVICES	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-87-312 COMPUTER & TECH SERVICES	207.89	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-90-312 COMPUTER & TECH SERVICE	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-73-312 COMPUTER & TECH SERVICES	363.80	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-75-312 COMPUTER & TECH SERVICES	155.91	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-76-312 COMPUTER & TECH SERVICES	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-77-312 COMPUTER & TECH SERVICES	77.96	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-78-312 COMPUTER & TECH SERVICES	51.97	
82484	CCC - APR 24 IT SUPPORT	03/31/2024	10-79-312 COMPUTER & TECH SERVICES	77.96	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	30-40-312 COMPUTER & TECH SERVICES	25.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	51-40-312 COMPUTER & TECH SERVICES	49.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	52-55-312 COMPUTER & TECH SERVICES	25.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	53-56-312 COMPUTER & TECH SERVICES	83.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-90-312 COMPUTER & TECH SERVICE	25.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-92-312 COMPUTER & TECH SERVICES	50.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	20-40-312 COMPUTER & TECH SERVICES	50.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	22-40-312 COMPUTER & TECH SERVICES	12.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	24-40-312 COMPUTER & TECH SERVICES	58.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	28-40-312 COMPUTER & TECH SERVICES	53.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-79-312 COMPUTER & TECH SERVICES	37.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-81-312 COMPUTER & TECH SERVICES	120.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-83-312 COMPUTER & TECH SERVICES	81.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-84-312 COMPUTER & TECH SERVICES	12.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-85-312 COMPUTER & TECH SERVICES	25.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-87-312 COMPUTER & TECH SERVICES	77.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-70-312 COMPUTER & TECH SERVICES	572.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-73-312 COMPUTER & TECH SERVICES	148.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-75-312 COMPUTER & TECH SERVICES	75.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-76-312 COMPUTER & TECH SERVICES	20.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-77-312 COMPUTER & TECH SERVICES	33.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-78-312 COMPUTER & TECH SERVICES	25.00	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-41-312 COMPUTER & TECH SERVICES	274.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-44-312 COMPUTER & TECH SERVICES	45.50	
82485	CCC - APR 24 O365,EXCHANGE	03/31/2024	10-60-312 COMPUTER & TECH SERVICES	49.00	
82525	CCHT - LAPTOP	04/02/2024	10-92-480 SPECIAL DEPARTMENT SUPPLIES	399.00	
Total MOUNTAIN WEST COMPUTERS:				7,259.83	
MOUNTAINLAND SUPPLY LLC					
S105904730.001	9372 - VALVES,BRACKETS,FITTINGS,	02/21/2024	53-56-740 CAP OUTLAY-EQUIPMENT	37,656.10	
S105948472.001	9372 - PIPE / FITTINGS	02/05/2024	53-56-740 CAP OUTLAY-EQUIPMENT	66.22	
S105953584.001	9372 - PIPE / FITTINGS	02/21/2024	53-56-740 CAP OUTLAY-EQUIPMENT	604.66	
S105959075.002	9372 - SAW BLADE	02/21/2024	51-40-255 WATER SYSTEM MAINTENANCE	246.53	
Total MOUNTAINLAND SUPPLY LLC:				38,573.51	
NUCO2					
76276343	446694 - BULK CO2 POOL Y24	03/31/2024	20-40-254 CHEMICALS	377.78	
76304556	446694 - BULK CO2 POOL Y24	04/08/2024	20-40-254 CHEMICALS	262.23	

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Total NUCO2:				640.01	
OVERDRIVE INC					
01506CO24096101	1506-1027 - LBRY YOUNG ADULT BOO	03/28/2024	10-87-482 BOOKS-YOUNG ADULT	1,026.13	
01506CO24101132	1506-1027 - GENERAL COLLECTIONS	04/01/2024	10-87-481 BOOKS-GENERAL COLLECTION	2,788.65	
Total OVERDRIVE INC:				3,814.78	
PEACE BALANCE AND JOY CONSULTING					
03.23.24	CCPD - MENTAL HEALTH THERAPY	03/23/2024	10-70-954 STATE GRANT-FIRST RESPONDER MH	200.00	
Total PEACE BALANCE AND JOY CONSULTING:				200.00	
PENWORTHY COMPANY					
0598538-IN	00-5440020_001 - LBRY CHILDREN MT	04/02/2024	10-87-483 BOOKS-CHILDREN	211.69	
Total PENWORTHY COMPANY:				211.69	
PEPSI-COLA METROPOLITAN BOTTLING CO INC					
98890260	3811801 - PEPSI FOUNTAIN MACHINE	03/27/2024	20-40-482 MERCHANDISE-CONCESSIONS	744.15	
Total PEPSI-COLA METROPOLITAN BOTTLING CO INC:				744.15	
PETERSON PLUMBING					
3204351	3191 - ARENA - STALL WATER HYDRA	03/28/2024	10-90-740 CAP OUTLAY-EQUIPMENT	6,028.36	
3204351.2	3191 - ARENA - STALL WATER HYDRA	03/29/2024	10-90-740 CAP OUTLAY-EQUIPMENT	7.48	
3215281	3191 - WWTP BALL VALVE & NIPPLE	03/13/2024	53-56-740 CAP OUTLAY-EQUIPMENT	64.64	
Total PETERSON PLUMBING:				6,100.48	
PHAZE CONCRETE					
23.041-6	CC STRM DRN - PAIUTE STRM DRN C	04/30/2024	54-40-736 CAP OUTLAY-PAIUTE STORM DRAIN	32,696.86	
23.041-7	CC STRM DRN - PAIUTE STRM DRN C	04/30/2024	54-40-736 CAP OUTLAY-PAIUTE STORM DRAIN	22,240.11	
Total PHAZE CONCRETE:				54,936.97	
PHILLIPS FEED SERVICES INC					
34001946	9493 - AS - CAT LITTER	03/19/2024	10-76-450 SPECIAL PUBLIC SAFETY SUPPLIES	1,096.00	
Total PHILLIPS FEED SERVICES INC:				1,096.00	
PLAYAWAY PRODUCTS LLC					
457467	CC LBRY - BOOKS	03/28/2024	10-87-483 BOOKS-CHILDREN	731.87	
458091	CC LBRY - BOOKS	04/08/2024	10-87-483 BOOKS-CHILDREN	56.99	
Total PLAYAWAY PRODUCTS LLC:				788.86	
POINT EMBLEMS					
16122	CCPD - PATCHES	02/23/2024	10-70-622 PATCHES & BADGES	902.50	
16239	CCTF - CI TASK FORCE BADGES	03/18/2024	76-43-210 EQUIPMENT, SUPPLIES, OPERATING	8,625.00	
Total POINT EMBLEMS:				9,527.50	
POO FREE PARKS					
PFP1970	CC PRK - BAGS	03/27/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	839.94	

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Total POO FREE PARKS:				839.94	
PRESTON'S SHREDDING					
54041032724	CCC - FY24 SHREDDING	03/27/2024	10-41-240 OFFICE SUPPLIES & EXPENSE	80.00	
Total PRESTON'S SHREDDING:				80.00	
RED CEDAR ROCK AND LANDSCAPE SUPPLY					
28076	CC CMTRY - DECORATIVE ROCK	03/28/2024	10-83-732 CAP OUTLAY-CEMETERY	1,468.00	
28099	CC CMTRY - DECORATIVE ROCK	04/02/2024	10-83-732 CAP OUTLAY-CEMETERY	648.00	
28118	CC CMTRY - DECORATIVE ROCK	04/03/2024	10-83-732 CAP OUTLAY-CEMETERY	432.00	
Total RED CEDAR ROCK AND LANDSCAPE SUPPLY:				2,548.00	
RENEGADE ROAD OIL					
956-972	CCC - CHIP OIL APPLICATION 139.50	09/01/2023	10-79-269 MAINTENANCE-CHIP SEALING	25,325.00	
Total RENEGADE ROAD OIL:				25,325.00	
ROCKY MOUNTAIN POWER					
660 W 1045 N	66110276-072 4 - PICKLEBALL COURT	09/15/2023	10-83-790 CAP OUTLAY-RAP TAX FUNDS	17.50	
Total ROCKY MOUNTAIN POWER:				17.50	
ROCKY RIDGE ROCK INC					
98336	CC PRK - WEED FABRIC	03/27/2024	10-83-480 SPECIAL DEPARTMENT SUPPLIES	420.00	
Total ROCKY RIDGE ROCK INC:				420.00	
ROCKY RIDGE ROLL-OFFS INC					
98171	CC ARENA - GARBAGE DISPOSAL	03/22/2024	10-90-262 BUILDING & GROUND MAINTENANCE	450.75	
Total ROCKY RIDGE ROLL-OFFS INC:				450.75	
ROLL N RACK LLC					
24093	CCFD - HOSE MGMNT SYSTEM	04/01/2024	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	9,940.00	
Total ROLL N RACK LLC:				9,940.00	
ROOTS 2 LEAVES LLC					
1719	CCFD - TREE MAINTENANCE NORTH	03/25/2024	10-73-262 BUILDING & GROUND MAINTENANCE	2,890.00	
Total ROOTS 2 LEAVES LLC:				2,890.00	
ROYAL WHOLESALE ELECTRIC					
6695-1078409	V2-77367 - VFD ANNUAL TECH SUPPO	03/27/2024	53-56-310 PROF & TECH SERVICES	2,894.00	
Total ROYAL WHOLESALE ELECTRIC:				2,894.00	
SALT LAKE COMMUNITY COLLEGE					
2024.55.2	CCPD - EXPENSES AT POST	03/19/2024	10-70-233 TRAVEL & TRAINING-PATROL	460.25	
Total SALT LAKE COMMUNITY COLLEGE:				460.25	
SCHOLZEN PRODUCTS COMPANY					
1029030-00	100592 - MISC SUPPLIES	04/04/2024	51-40-255 WATER SYSTEM MAINTENANCE	638.00	
6811912-00	100592 - MISC SUPPLIES	03/25/2024	51-40-255 WATER SYSTEM MAINTENANCE	215.76	

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6813961-00	100592 - MISC SUPPLIES FLEET	03/19/2024	10-78-930 INVENTORY	1,070.64	
6814345-00	100592 - MISC SUPPLIES FLEET	03/20/2024	10-78-930 INVENTORY	146.28	
6814778-00	100592 - MISC SUPPLIES	03/21/2024	51-40-255 WATER SYSTEM MAINTENANCE	2,982.28	
Total SCHOLZEN PRODUCTS COMPANY:				5,052.96	
SKAGGS PUBLIC SAFETY EQUIPMENT					
450_A_192517_7	270427 - CCFD - PANTS	03/28/2024	10-73-451 UNIFORM ALLOWANCE	366.30	
450_A_196023_2	270427 - CCFD - TRIAGE KNIVES	03/28/2024	10-73-451 UNIFORM ALLOWANCE	2,146.00	
450_A_212239_10	103035 - CCPD - PANTS	03/04/2024	10-70-620 UNIFORM PURCHASE	105.60	
450_A_214966_1	270427 - CCFD - HATS	03/28/2024	10-73-451 UNIFORM ALLOWANCE	219.50	
Total SKAGGS PUBLIC SAFETY EQUIPMENT:				2,837.40	
SOUTH CENTRAL COMMUNICATIONS					
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-41-280 TELEPHONE	81.31	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-70-280 TELEPHONE	25.00	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	52-55-280 TELEPHONE	125.00	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	53-56-280 TELEPHONE	125.00	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-41-610 SUNDRY	10.52	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-77-280 TELEPHONE	43.73	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-83-280 TELEPHONE	21.86	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-90-280 TELEPHONE	21.86	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	10-92-280 TELEPHONE	70.00	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	28-40-280 TELEPHONE	31.24	
APR 2024	9192600 - APR 2024 INTERNET	04/01/2024	51-40-280 TELEPHONE	125.00	
Total SOUTH CENTRAL COMMUNICATIONS:				680.52	
SOUTHERN UTAH PAVING					
879	CCC - CROSS GUTTER KITTYHAWK	04/01/2024	54-40-253 INFRASTRUCTURE MAINTENANCE	23,295.50	
882	CCC - SIDEWALKS, ADA RAMPS	04/01/2024	10-79-264 MAINTENANCE-SIDEWALKS	910.00	
884	CCC - SIDEWALK, ADA RAMPS	04/04/2024	10-79-264 MAINTENANCE-SIDEWALKS	7,137.00	
Total SOUTHERN UTAH PAVING:				31,342.50	
SOUTHWEST APPLIANCE WHOLESALE					
43089	CC AS - WASHER REPAIR	03/28/2024	10-76-262 BUILDING & GROUND MAINTENANCE	336.35	
Total SOUTHWEST APPLIANCE WHOLESALE:				336.35	
SOUTHWEST PLUMBING SUPPLY					
S4638519.001	113 - WWTP - BALL VALVES	02/05/2024	53-56-740 CAP OUTLAY-EQUIPMENT	32.86	
Total SOUTHWEST PLUMBING SUPPLY:				32.86	
SOUTHWEST UTAH PUBLIC HEALTH DEPT					
370090	CC WTR - WATER SAMPLES	04/03/2024	51-40-255 WATER SYSTEM MAINTENANCE	850.00	
Total SOUTHWEST UTAH PUBLIC HEALTH DEPT:				850.00	
SPECTRUM					
9980428	1063731 - CCC - MUD SPRINGS WELL	03/19/2024	51-40-700 CAP OUTLAY-NONCAPITAL ASSETS	61.68	
Total SPECTRUM:				61.68	
STAKER PARSON COMPANIES					
6308841	260116 - SAND, SLURRY, ROCK	03/18/2024	51-40-255 WATER SYSTEM MAINTENANCE	485.00	

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6312442	260116 - SAND, SLURRY, ROCK	03/25/2024	51-40-255 WATER SYSTEM MAINTENANCE	790.00	
6313240	260116 - SAND, SLURRY, ROCK	03/26/2024	51-40-255 WATER SYSTEM MAINTENANCE	600.00	
6313823	260116 - ASPHALT	03/27/2024	10-79-263 MAINTENANCE-STREETS	2,109.57	
6313824	260116 - ASPHALT	03/27/2024	10-79-263 MAINTENANCE-STREETS	971.29	
6313825	260116 - ASPHALT	03/27/2024	10-79-263 MAINTENANCE-STREETS	975.88	
6315834	260116 - ASPHALT	03/29/2024	10-79-263 MAINTENANCE-STREETS	552.50	
6317122	260116 - ASPHALT	04/01/2024	10-79-263 MAINTENANCE-STREETS	4,618.99	
6317123	260116 - ASPHALT	04/01/2024	10-79-263 MAINTENANCE-STREETS	1,188.83	
6317125	260116 - ASPHALT	04/01/2024	10-79-263 MAINTENANCE-STREETS	1,178.87	
Total STAKER PARSON COMPANIES:				13,470.93	
STANDARD RESTAURANT EQUIP CO.					
STG2362050	36062 - TRASH CAN LINERS	04/04/2024	10-42-261 JANITORIAL SUPPLIES	30.67	
Total STANDARD RESTAURANT EQUIP CO.:				30.67	
STATE BANK OF SOUTHERN UTAH					
MAY 2024 WTR RE	CCC-WTR REFUNDING BOND PRIN (2	04/01/2024	51-40-810 DEBT SERVICE-PRINCIPAL	225,000.00	
MAY 2024 WTR RE	CCC-WTR REFUNDING BOND INT (202	04/01/2024	51-40-820 DEBT SERVICE-INTEREST	20,446.75	
Total STATE BANK OF SOUTHERN UTAH:				245,446.75	
STATE OF UTAH FUEL NETWORK					
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-60-251 GAS & OIL	19.65	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-70-251 GAS & OIL	11,740.75	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-73-251 GAS & OIL	3,211.72	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-75-251 GAS & OIL	570.19	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-76-251 GAS & OIL	494.92	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	22-40-251 GAS & OIL	2,218.21	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	24-40-251 GAS & OIL	593.12	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	28-40-251 GAS & OIL	171.32	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	30-40-251 GAS & OIL	169.49	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	51-40-251 GAS & OIL	3,183.46	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	52-55-251 GAS & OIL	1,966.79	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	61-40-251 GAS & OIL	320.69	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-79-251 GAS & OIL	6,284.44	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-81-251 GAS & OIL	223.82	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-83-251 GAS & OIL	1,981.61	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-85-251 GAS & OIL	295.37	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	10-90-251 GAS & OIL	282.69	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	53-56-251 GAS & OIL	1,449.03	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	54-40-251 GAS & OIL	2,207.85	
F2409E00764	CCC - MAR 2024 VEHICLE FUEL	04/01/2024	55-40-251 GAS & OIL	6,429.50	
Total STATE OF UTAH FUEL NETWORK:				43,814.62	
SYSKO LAS VEGAS INC					
417328346	291385 - CONCESSIONS AQUATIC	04/05/2024	20-40-482 MERCHANDISE-CONCESSIONS	1,790.91	
Total SYSKO LAS VEGAS INC:				1,790.91	
TACTEC					
17371	CC CATS - RADIO SERV 23/24	03/31/2024	22-40-270 UTILITIES-CATS	160.00	
Total TACTEC:				160.00	

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TAYLOR MADE FENCING LLC					
AIP 47 APP 2 FENC	CC ARP - AIP 47 APP 2 RELOCATE FE	03/22/2024	43-40-723 CAPITAL OUTLAY-FENCE	5,224.75	
Total TAYLOR MADE FENCING LLC:				5,224.75	
T-MOBILE USA INC					
9563085711	1010966 - CCPD INVESTIGATIONS PH	03/19/2024	10-70-457 MAJOR INVESTIGATION SUPPLIES	25.00	
Total T-MOBILE USA INC:				25.00	
TONGS FIRE EXTINGUISHER SALES AND SERV					
6809	CCFD - FIRE EXT REPAIRS	03/27/2024	10-73-252 EQUIPMENT MAINTENANCE	218.50	
Total TONGS FIRE EXTINGUISHER SALES AND SERV:				218.50	
TRUGRIT TRACTION INC					
63290	WWTP - WHEEL GRIT RESURFACING	03/25/2024	52-55-252 EQUIPMENT MAINTENANCE	795.80	
Total TRUGRIT TRACTION INC:				795.80	
TURF EQUIPMENT CO.					
1029831-00	3316 - MINI-TINE HEAD SET - AERIFIE	01/29/2024	28-40-480 SPECIAL DEPARTMENT SUPPLIES	2,010.47	
3020566-00	3316 - COURSE SUPPLIES	04/01/2024	28-40-480 SPECIAL DEPARTMENT SUPPLIES	2,380.49	
Total TURF EQUIPMENT CO.:				4,390.96	
TYTAN SECURITY					
R 73299	TY6807 - AQUATIC SECURITY Y24	03/28/2024	20-40-280 TELEPHONE	59.98	
Total TYTAN SECURITY:				59.98	
UNIFIRST CORPORATION					
2310023069	1895629 - UNIFORM SERVICE	03/28/2024	10-83-451 UNIFORM SERVICE	75.03	
2310023573	1895629 - UNIFORM SERVICE	04/04/2024	10-83-451 UNIFORM SERVICE	75.03	
Total UNIFIRST CORPORATION:				150.06	
UNION PACIFIC RAILROAD COMPANY					
90133781	4757 - ENG SVCS PORT 15 CROSSING	03/12/2024	10-60-951 STATE GRANT-EDC	262.50	
Total UNION PACIFIC RAILROAD COMPANY:				262.50	
UPPER CASE PRINTING INK					
1601	CCC - NEWSLETTER PRINTING	04/03/2024	10-41-221 NEWSLETTER	621.29	
Total UPPER CASE PRINTING INK:				621.29	
USA SOFTBALL OF UTAH					
24-001	CC REC - SOFTBALL UMPIRE TRAININ	03/31/2024	10-84-230 TRAVEL & TRAINING	528.00	
Total USA SOFTBALL OF UTAH:				528.00	
VISA					
3.12.24 HDPE SUP	5665 CCVISA - GOLF ELECTROFUSIO	03/12/2024	28-40-263 IRRIGATION SYSTEM MAINTENANCE	3,701.15	
3.19.24 RESIDENC	5673 CCVISA - BLDG ICC PERMIT TEC	03/19/2024	10-75-230 TRAVEL & TRAINING	403.06	
3.19.24 SCHOOL S	5699 CCVISA - DARE CONFERENCE	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	2,200.00	
3.19.24 SOUTHW	5699 CCVISA - DARE TRAINING / FLIG	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	447.96	
3.19.24 SOUTHW	5699 CCVISA - DARE TRAINING / FLIG	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	447.96	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amt	Date Paid
3.19.24 SOUTHW	5699 CCVISA - DARE TRAINING / FLIG	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	447.96	
3.19.24 SOUTHW	5699 CCVISA - DARE TRAINING / FLIG	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	447.96	
3.19.24 VRBO	5699 CCVISA - DARE TRAINING / VRB	03/19/2024	10-70-640 LIQUOR ENFORCEMENT	1,498.98	
Total VISA:				9,595.03	
WALL2WALL FLOOR COVERINGS					
07739	CCC - CARPET FESTIVAL HALL	03/29/2024	10-92-740 CAP OUTLAY-EQUIPMENT	23,952.00	
Total WALL2WALL FLOOR COVERINGS:				23,952.00	
WAXIE SANITARY SUPPLY					
82367731	129252 - JANITORIAL SUP CC	03/25/2024	10-42-261 JANITORIAL SUPPLIES	226.23	
82379534	129252 - JANITORIAL SUPPLIES LBRY	03/29/2024	10-87-261 JANITORIAL SUPPLIES	1,059.12	
Total WAXIE SANITARY SUPPLY:				1,285.35	
WHEELER MACHINERY COMPANY					
MS0000046641	015002 - 4" SCREEN	03/26/2024	10-79-410 SPECIAL DEPARTMENT SUPPLIES	5,900.00	
Total WHEELER MACHINERY COMPANY:				5,900.00	
Grand Totals:				827,399.46	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: Renon SavageCity Treasurer: Rhean Carlson

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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

TO: Mayor and Council

FROM: City Attorney

DATE: April 20, 2024

SUBJECT: Vesting Extension Agreement – NVI Cedar City

This is the updated version of the vesting extension agreement. The only change was from a 21-month extension to a 6-month extension as the Planning Commission recommended and as you requested at the work meeting.

VESTING EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of April, 2024, by and between HR Brown, member in NVI CEDAR CITY, LLC, herein referred to as CITIZEN, and Cedar City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, herein referred to as CITY. Collectively the CITIZEN and CITY may be referred to as the PARTIES.

WITNESSETH:

WHEREAS, CITIZEN owns a lot located at 140 S Cross Hollow Road in Cedar City, Utah (Iron County Parcel ID B-1857-0033-0001); said property being more particularly described as attached in Exhibit A; and

WHEREAS, a minor lot subdivision was approved by the Planning Commission on or about June 7, 2022, vesting the property in certain then-existing ordinances, including a water acquisition fee of \$16,100 per acre-foot; and

WHEREAS, due to unforeseen circumstances, a building permit will not be pulled prior to the end of the per-ordinance default vesting period of two years, namely June 7, 2024; and

WHEREAS, CITIZEN will pay the full water acquisition fee at the \$16,100 per acre-foot rate prior to June 7, 2024, but will pull a building permit at a later date.

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

1. CITIZEN will pay a water acquisition fee at the \$16,100 per acre-foot rate for this development prior to June 7, 2024. The quantity of water required will be determined based on CITIZEN's then-current design plans.
2. To the extent that CITIZEN's design plans change, requiring less water acquisition, any overpayment shall not be refunded and shall constitute payment in full of the water acquisition fee required.
3. To the extent that CITIZEN's design plans change, requiring additional water acquisition beyond what is calculated prior to June 7, 2024, CITIZEN shall be required to pay additional water acquisition fees as the then-current water acquisition fee rate.
4. CITY agrees to extend, pursuant to Cedar City Ordinance 32-10(G), the vesting period for water acquisition fees only, for an additional 6-month period beyond the current June 7, 2024, date.
5. CITIZEN acknowledges that any building permits not pulled prior to the end of the 6-month extension shall lose any water acquisition vesting and shall be charged the then-

current water acquisition rates and fees. Credit for money already paid shall be given towards the then-current water acquisition rates and fees.

6. This Agreement shall be recorded in the office of the Iron County Recorder.
7. This Agreement shall be binding upon the respective heirs, legal representative, successors, and assigns to the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the day and year set forth above:

NVI CEDAR CITY, LLC:

By: _____

HR Brown

Partner of NVI CEDAR CITY, LLC

STATE OF UTAH)

:ss.

COUNTY OF IRON)

On this _____ day of _____ 2024, personally appeared before me HR Brown who duly acknowledged to me that he signed the above and foregoing document.

NOTARY PUBLIC

CITY:

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:SS.

COUNTY OF IRON)

This is to certify that on the ____ day of April 2024, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

EXHIBIT A
- legal description -

CEDAR CITY COUNCIL
AGENDA ITEM - 11b

TO: Mayor and City Council

FROM: City Attorney

DATE: April 22, 2024

SUBJECT: Consider certifying and passing an ordinance annexing 10.66 acres of property, a General Plan change, Zone to R-2-1 and R-3-M, and a development agreement for a property located at 1711 W 3000 N.

DISCUSSION:

Platt & Platt provided an updated General Plan and Zone Change Map. The changes from the map you had last week are:

- 1) The General Plan and Zoning map now excludes the Iron County-owned sliver of property on the northwest of the property. As noted previously, while State law allows the City to annex in that sliver without Iron County's written approval, changing the zone without Iron County's involvement would not be lawful.
- 2) The map now clearly calls out where the General Plan change to high density applies.
- 3) A slight correction in acreage was made, changing 8.41 to 8.43 and 2.25 to 2.26.

To make sure all was cleaned up correctly on ordinances and development agreement, I've included all of the correct documents for the Hirschi-related items, including two ordinances and one development agreement.

CEDAR CITY ORDINANCE NO. 0424-24

AN ORDINANCE OF THE CEDAR CITY COUNCIL ANNEXING APPROXIMATELY 10.66 ACRES OF PROPERTY LOCATED IN THE VICINITY OF 1711 WEST 3000 NORTH INTO THE CORPORATE LIMITS OF CEDAR CITY, UTAH, AND AMENDING THE OFFICIAL ZONING MAP OF CEDAR CITY TO ZONE THE PROPERTY DWELLING SINGLE UNIT (R-2-1) AND DWELLING MULTIPLE UNIT (R-3-M)

WHEREAS, on January 10, 2024, Douglas and Nikki Hirschi, trustees of the Douglas H. and Nikki E. Hirschi Living Trust, petitioned the City Council for approval of an annexation into the Cedar City limits. The petition and plat map are attached as Exhibit A; and

WHEREAS, the Property is approximately 10.66 acres in size and is located in the vicinity of 1711 W 3000 N. The legal description of the property is attached as Exhibit B; and

WHEREAS, the Property is included within the Cedar City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing, and voted to forward a positive recommendation for this proposed annexation to the City Council; and

WHEREAS, the annexation application and submittal documents are deemed complete; and

WHEREAS, the Cedar City Council accepted the petition for annexation on February 14, 2024; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403(2), (3), and (4) of the Utah Code, annotated 1953 as amended, and found the petition complied with all applicable criteria of the Utah Code; and

WHEREAS, the City Recorder had public notice posted pursuant to Utah State law, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests were received as defined by Utah Code Annotated 10-2-407(1) within the 30-day protest period; and

WHEREAS, an Annexation Memorandum of Understanding for the Availability and Providing of City Services, sets forth further terms and conditions of the Annexation, is herein included as Exhibit C; and

WHEREAS, the Council finds that the Property is zoned Dwelling Single Unit (R-2-1) and Dwelling Multiple Unit (R-3-M) as shown in Exhibit D; and

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the Property is hereby annexed into the corporate limits of Cedar City, Utah. The Property so annexed shall enjoy the privileges of Cedar City and shall be subject to all City levies and assessments. The Property shall be subject to all City laws, rules and regulations upon the effective date of this ordinance. The City staff is hereby directed to make the necessary changes to the City's zoning map, zoning the property Dwelling Single Unit (R-2-1) and Dwelling Multiple Unit (R-3-M) as shown in Exhibit D.

This ordinance, Cedar City Ordinance No. 0424-24, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Hartley -
Isom -
Phillips -
Melling -
Riddle -

Dated this _____ day of April, 2024.

GARTH O. GREEN, MAYOR

[SEAL]

ATTEST:

RENON SAVAGE, RECORDER

Exhibit A
Cedar City Ordinance 0424-24.

PETITION FOR ANNEXATION

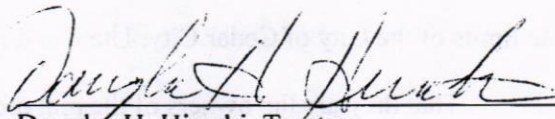
TO THE CITY RECORDER OF CEDAR CITY, MUNICIPAL CORPORATION OF THE
STATE OF UTAH:

The Petition of the undersigned owners of real property hereinafter more particularly described, do hereby present this Petition for Annexation of the said real property into the corporate limits of the City of Cedar City, Utah, and respectfully represent as follows:


1. That they are the owners of the real property in the territory lying contiguous to the present corporate limits of the city of Cedar City, in Iron County, State of Utah.
2. That the undersigned Petitioners constitute a majority of the owners of the said real property, and at least 1/3 of the value of all private real property within the area proposed for annexation, and that they desire to have such property annexed to the City of Cedar City, Utah and become a part thereof.
3. That attached hereto is an accurate plat or map of such territory to be so annexed, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the city of Cedar City, Utah, and which plat or map has been prepared by Platt and Platt, Inc., competent and duly licensed engineers and surveyors.
4. That the territory to be so annexed is shown on the annexation plat attached hereto and is more particularly described as follows: **SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**
5. The petitioner designated as the contact sponsor is Douglas H. Hirschi, Trustee of the Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017, at 1711 W 3000 N, Cedar City, Utah.

WHEREFORE, your Petitioners request that the members of the City Council of the city of Cedar City, Utah accept the petition for further consideration and take appropriate action thereby declaring the annexation of such territory and real property and the extension of the corporate limits of the city of Cedar City, Utah, accordingly.

DATED this 10th day of January,
2024.


Douglas H. Hirschi, Trustee

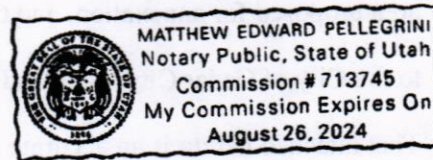
Douglas H. and Nikki E. Hirschi Living Trust
dated November 27, 2017


Nikki E. Hirschi, Trustee

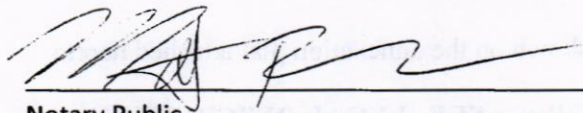
Douglas H. and Nikki E. Hirschi Living Trust
dated November 27, 2017

State of Utah) S.S.

County of Iron)



On this the 10th day of January, in the year 2024, before me Matthew Edward Pellegrini a notary public, personally appeared Douglas H. Hirschi & Nikki E. Hirschi Trustees of the Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged they executed the same.


Notary Public

"Notice"

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.

- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of (state the name of the proposed annexing municipality). If you choose to withdraw your signature, you shall do so no later than 30 days after (state the name of the proposed annexing municipality) receives notice that the petition has been certified."

***** AT THE SAME TIME THE PETITION IS FORMALLY FILED WITH THE CITY, THE FOLLOWING MUST TAKE PLACE:**

1. A MYLAR MUST BE FILED
2. WRITTEN NOTICE BY THE PETITIONER MUST BE SENT TO EFFECTED ENTITIES.
3. VERIFICATION THAT THE REQUIRED NOTICES WERE SENT MUST BE FILED WITH THE PETITION.

Exhibit A

BEGINNING N.89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET AND N.0°08'11"W. 665.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; THENCE N.89°30'13"W. ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 766.37 FEET, THENCE N.1°29'29"E. ALONG SAID SUBDIVISION BOUNDARY LINE 609.41 FEET, THENCE N.89°55'22"E. 749.02 FEET TO THE EAST LINE OF THE SW1/4NW1/4 OF SAID SECTION 27, THENCE S.0°08'11"E. ALONG SAID 1/16TH LINE 616.85 FEET TO THE POINT OF BEGINNING. CONTAINS 10.66 ACRES OF LAND.

SURVIVOR'S CERTIFICATE

I, ROBERT B. PLATT PROFESSIONAL UTAH LAND SURVIVOR NUMBER 14659, CERTIFY THAT THIS ANNOTATION PLAT HAS BEEN PREPARED UNDER MY DIRECTION AND THAT THIS PLAT PORTRAYS THE CEDAR CITY ILLC PROPERTY TO BE ANNEXED TO CEDAR CITY CORPORATION.

Robert A. Platt
ROBERT A. PLATT

DATE: 1-9-2024

UTAH P.L.S. #164659

PROB. B. PLATT
164839

ASSISTANT TOWN CLERK (M/F)

BEGINNING N 89°57'39"E, ALONG THE EAST-WEST QUARTER SECTION LINE 1318.59 FEET AND N 67°08'11"W, 665.05 FEET FROM THE WEST QUARTER CORNER OF

SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SUBM&M, SAID POINT BEING ON THE EAST LINE OF THE SW¹/₄ NW¹/₄ OF SAID SECTION 27; THENCE N 89° 30' 13" W, ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 766.37 FEET, THENCE

N. 1° 29' 29" E. ALONG SAID SUBDIVISION BOUNDARY LINE 609.81 FEET, THENCE N. 89° 55' 22" E. 749.02 FEET TO THE EAST LINE OF SAID SW1/4NW1/4 OF SAID SECTION 27, THENCE S. 67° 08' 11" E. ALONG SAID 1/16TH LINE 616.85 FEET TO THE POINT OF

DEPUTY IRON COUNTY SURVEYOR APPROVAL
CONTAINS 10.66 ACRES OF LAND.
RECORDED.

I, HEREBY CERTIFY THAT I HAVE EXAMINED AND APPROVE THIS ANNEXATION
PLAY.

DATE: _____
DEPUTY IOWA COUNTY SHERIFF

CEDAR CITY ENGINEER'S APPROVAL

PLAT. 19 0000 0 11 1141.

DATE: JAN. 13, 2024

Jonathan Stathis
 JONATHAN STATHIS
 CITY ENGINEER

THIS ANNEXATION PLAT HAS BEEN APPROVED BY THE CEDAR CITY PLANNING
PLANNING COMMISSION APPROVAL

ON THIS THE _____ DAY OF _____, 2024.

CONCLUSION

CEDAR CITY COUNCIL APPROVAL

TO BE FILED FOR RECORD IN THE OFFICE OF THE IRON COUNTY RECORDER
IN THE OFFICE OF THE IRON COUNTY RECORDER THIS _____ DAY OF _____, 2024.

MAYOR

ATTEST CITY RECORDER
MICHIGAN S. ALLEN

LIST OF PROPERTY OWNERS & ACREAGE

1. DOUGLAS & NIKKI HIRSCHI LIVING TRUST; 10.60 ACRES
2. IRON COUNTY; 0.06 ACRES

PROPERTY IS LOCATED IN FLOOD ZONE C, AREA OF MINIMAL FLOODING. SOURCE OF INFORMATION: FLOOD INSURANCE RATE MAP, CITIDAM CITY, IRON COUNTY, UTAH.

SERVICES AVAILABILITY

1. WATER: THERE IS NO WATER ACCESSIBLE TO THIS PROPERTY (IN 3000 NORTH).
2. SEWER: THERE IS NO SEWER ACCESSIBLE TO THIS PROPERTY (IN 3000 NORTH).

3. DRAINAGE: THIS PROPERTY SLOPES WESTERLY AND NORTHERLY TO 3000 NORTH.

4. PROPOSED IMPROVEMENT UPGRADE: THESE WILL COME WITH THE PROPERTY DEVELOPMENT AND WILL BE UNDER THE REVIEW OF CEDAR CITY CORP.

CERTIFICATE OF RECORDING
I, CAROL JEFFRIES, COUNTY RECORDER OF

CERTIFY THAT THIS ANNEXATION PLAT, WAS FILED
THIS THE _____ DAY OF _____

BOOK PAGE: IRON CONT.

NEW SEC. 27,
11W, S18E4M;
.935, E: 112-982.169

RECORDED AT THE REQUEST OF: _____

P. PLATT & P. PLATT, INC.
CONSULTING
CIVIL ENGINEERS
&
LAND SURVEYORS
395 N. 100 L.
CEDAR CITY, UT 84720
TEL: (435) 586-6151
FAX: (435) 586-8567
EMAIL:
PLATT@INFOWEST.COM



	Q100
	Q100
	Q100
BY SIGNATURE OF BUYER AND SELLER	Q100
DATE	Q100

ANNEXATION MAP FOR
DOUGLAS & NIKKI HIRSCHI LIVING TRUST
WITHIN THE NE1/4 OF SECTION 27, T. 35 S., R. 11 W., S188M
IRON COUNTY, UTAH

DRAWN BY:
H.K. HULET
CHECKED BY:
R.B. PLATT
DATE: Jan 03, 2024
SCALE: 1" = 60'

PAGE: 1 OF 1

PAGE: 1 OF 1

Exhibit B

Cedar City Ordinance 0424-24.

BEGINNING N.89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET AND N.0°08'11"W. 665.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; THENCE N.89°30'13"W. ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 766.37 FEET, THENCE N.1°29'29"E. ALONG SAID SUBDIVISION BOUNDARY LINE 609.41 FEET, THENCE N.89°55'22"E. 749.02 FEET TO THE EAST LINE OF THE SW1/4NW1/4 OF SAID SECTION 27, THENCE S.0°08'11"E. ALONG SAID 1/16TH LINE 616.85 FEET TO THE POINT OF BEGINNING. CONTAINS 10.66 ACRES OF LAND.

Exhibit C

Cedar City Ordinance 043A-26

Exhibit C

Cedar City Ordinance 0424-24.

ANNEXATION
MEMORANDUM OF UNDERSTANDING
FOR
THE AVAILABILITY AND PROVIDING OF CITY SERVICES

ANNEXATION NAME: Hirschi Annexation

ANNEXATION AREA: 3000 North

ANNEXATION LOCATION: Located in the NE $\frac{1}{4}$, Section 27, Township 35 South, Range 11 West, Salt Lake Base & Meridian.

This memorandum of understanding describes the availability and requirements to provide the basic City services to the Annexation Area. It is clearly understood that this is a general statement of the availability and requirements to provide services relative to this annexation area. Cedar City Corporation may require additional improvements in the process of the development and reserves the right to do so.

DESCRIPTION OF SERVICES

1. WATER: There is an existing 12-inch City water main in 3000 North Street. The water line in 3000 North Street is directly adjacent to the proposed annexation area.
2. SEWER: There is a 24-inch sewer line in 3000 North Street. Future development will likely need to connect to the sewer in 3000 North Street.
3. DRAINAGE: The annexed area drains to the northwest and flows towards 3000 North Street.
4. ACCESS: The annexed property has direct access to 3000 North Street, a dedicated City street.
5. FIRE: All development shall conform to the currently adopted International Fire Code and International Building Code. Fire apparatus access roads shall be provided and maintained. Required access roads shall extend to within 150 feet of all portions of buildings and all exterior walls as measured by an approved route around the exterior of buildings hereafter constructed. Security gates across fire department access roads shall be approved by the fire code official and shall have an approved means of emergency operation. The grade of fire department access roads shall not exceed 10 percent. An approved water supply capable of supplying the required fire flow shall be provided.

Developments within Cedar City's designated Wildland Urban Interface areas shall conform to the Utah Wildland Urban Interface Code as adopted by Cedar City Corporation.

Developments located outside of a 5-mile radius from a City fire station may be

classified as class 10—unprotected, by the Insurance Services Office (ISO). While the fire department will provide fire protection in such areas, insurance rates are likely to be greater than those located within the city's ISO class 4 protection classification.

6. POLICE: The annexed property is within the area presently served by the Cedar City Police Department.

APPROVALS:

Mike Phillips
CEDAR CITY FIRE DEPARTMENT

Darin M. Adams
CEDAR CITY POLICE DEPARTMENT

Jonathan Stathis
CEDAR CITY ENGINEERING DEPARTMENT

Authentisign
Douglas Hirschi

PROPERTY OWNER

Authentisign
Nikki Hirschi

04/24/24

CELESTIAL DESIGN

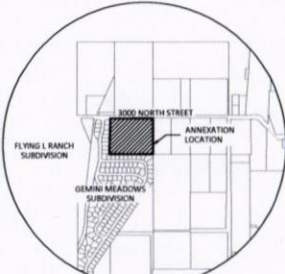


CELESTIAL DESIGN

Exhibit D

Cedar City Ordinance 0424-24.

NOT TO SCALE
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
NOT FOR RECORDING
NOT FOR ARCHIVING
NOT FOR ANY OTHER PURPOSE



VICINITY MAP
N.T.S.

LEGEND:
 PROPOSED ZONE
 EXISTING ZONE

GENERAL PLAN AND ZONE CHANGE MAP FOR DOUGLAS & NIKKI HIRSCHI LIVING TRUST WITHIN THE NW1/4 OF SECTION 27, T. 35 S., R. 11 W., SLB&M IRON COUNTY, UTAH



LEGAL DESCRIPTIONS

MEDIUM DENSITY TO HIGH DENSITY AND AT TO R-3-M:
 BEGINNING N 89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET AND N 07°08'11"W 665.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M; SAID POINT BEING ON THE EAST LINE OF THE SW1/4 NW1/4 OF SAID SECTION 27, THENCE N 89°27'42"W ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 361.02 FEET, THENCE N 07°08'06"W 54.66 FEET, THENCE N 43°49'18"W 49.92 FEET, THENCE N 07°08'06"W 249.24 FEET, THENCE N 89°57'48"E 295.50 FEET, THENCE S 07°08'06"E 342.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.26 ACRES OF LAND.

AT TO R-2-1

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N 89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET, THENCE N 07°08'11"W 665.05 FEET, THENCE N 89°27'42"W 261.02 FEET TO THE TRUE POINT OF BEGINNING, THENCE N 89°27'42"W ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 505.44 FEET, THENCE N 07°08'28"E ALONG THE EASTERLY BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 600.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 3000 NORTH STREET, THENCE S 88°41'41"E ALONG SAID RIGHT-OF-WAY LINE 80.95 FEET, THENCE N 87°08'08"E ALONG SAID RIGHT-OF-WAY 665.16 FEET, THENCE S 07°08'06"E 295.50 FEET, THENCE S 89°27'48"W 295.50 FEET, THENCE S 07°08'06"E 249.24 FEET, THENCE S 43°49'18"E 49.92 FEET, THENCE S 07°08'06"E 54.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 8.43 ACRES OF LAND.



N 89°57'39"E 2610.60'

3000 NORTH STREET

GEMINI MEADOWS LANE

GEMINI MEADOWS SUBDIVISION
EXISTING ZONE
R-2-2

EXISTING ZONE: AT
PROPOSED ZONE: R-2-1
8.43 ACRES

"D-0730-0003-0001"
DOUGLAS & NIKKI HIRSCHI
LIVING TRUST

EXISTING GENERAL PLAN:
MEDIUM DENSITY
PROPOSED GENERAL PLAN:
HIGH DENSITY
EXISTING ZONE: AT
PROPOSED ZONE: R-3-M
2.26 ACRES

"D-0709-0001-0000"
HUNTER FAMILY
LIVING TRUST

"D-0708-0000-0000"
ERNEST & JESSICA
BULLOCH

3000 NORTH STREET

"D-0709-0000-0000"
JANE M. MILNER

"D-0708-0001-0000"
HUNTER FAMILY
LIVING TRUST

POB PROPOSED R-3-M ZONE

"B-1925-0000-0000"
ALLIANCE CONSULTING LLC
I&M-1

2875 NORTH STREET

GEMINI MEADOWS SUBDIVISION
EXISTING ZONE R-2-2

W1/4 CORNER SEC. 27,
T. 35S., R. 11W., SLB&M;
N: 125640.273, E: 107630.310
1384 ICNC



SE CORNER OF
SW1/4 NW1/4

N 89°57'39"E 1351.80'
4013.27'
1/4 SECTION LINE
BASIS OF BEARINGS

E1/4 CORNER SEC. 27,
T. 35S., R. 11W., SLB&M;
N: 125640.273
E: 112982.169
2007 ICAC



PLATT & PLATT, INC
 CONSULTING
 CIVIL ENGINEERS
 &
 LAND SURVEYORS
 195 N. 100 E.
 CEDAR CITY, UT 84720
 TEL: (435) 586-6151
 FAX: (435) 586-6567
 EMAIL:
 PLATT@INFOWEST.COM



DATE	BY	SCALE	REVISION

GENERAL PLAN AND ZONE CHANGE MAP FOR
DOUGLAS & NIKKI HIRSCHI LIVING TRUST
 WITHIN THE NW1/4 OF SECTION 27, T. 35 S., R. 11 W., SLB&M
 IRON COUNTY, UTAH

DRAWN BY:
H.K. HULET
 CHECKED BY:
R.B. PLATT
 DATE: Apr 22, 2024
 SCALE: 1" = 60'
 PAGE: 1 OF 1

CEDAR CITY ORDINANCE NO. 0424-24

**AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S
GENERAL LAND USE PLAN FROM MEDIUM DENSITY TO HIGH DENSITY FOR
PROPERTY LOCATED AT 1711 WEST 3000 NORTH**

WHEREAS, the Douglas H. and Nikki E. Hirschi Living Trust has petitioned Cedar City to change the current General Land Use Plan from Medium Density to High Density for a portion of their property at 1711 West 3000 North. The property involved in the amendment constitutes 2.26 acres of the property and is more particularly described as shown in Exhibit A.

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

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

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's General Land Use Plan is amended from Medium Density to High Density for a property located at 1711 West 3000 North, and more particularly described herein, and City staff is hereby directed to make the necessary changes to the City's General Land Use Plan.

This ordinance, Cedar City Ordinance No. 0424-24, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Council Vote:

Phillips -
Melling -
Riddle -
Cox -
Wilkey -

Dated this _____ day of April 2024.

GARTH O GREEN, MAYOR

[SEAL]

ATTEST:

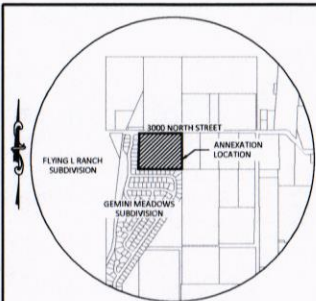
RENON SAVAGE, RECORDER

Exhibit A

Cedar City Ordinance 0424-24

- General Plan Change 1711 W 3000 N-

RECEIVED
CITY OF CEDAR RAPIDS
PLANNING DEPARTMENT
JAN 10 2005
GENERAL PLAN CHANGE 1711 W 3000 N



VICINITY MAP
N.T.S.

LEGEND:
 PROPOSED ZONE
 EXISTING ZONE

GENERAL PLAN AND ZONE CHANGE MAP FOR DOUGLAS & NIKKI HIRSCHI LIVING TRUST WITHIN THE NW1/4 OF SECTION 27, T. 35 S., R. 11 W., SLB&M IRON COUNTY, UTAH



PLATT & PLATT, INC.
 CONSULTING
 CIVIL ENGINEERS
 & LAND SURVEYORS
 195 N. 100 E.
 CEDAR CITY, UT 84720
 TEL: (435) 586-6151
 FAX: (435) 586-8567
 EMAIL: PLATT@INFOWEST.COM



LEGAL DESCRIPTIONS:

MEDIUM DENSITY TO HIGH DENSITY AND AT TO R-3-M:

BEGINNING N.89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET AND N.0°08'11"W. 665.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, SAID POINT BEING ON THE EAST LINE OF THE SW1/4 NW1/4 OF SAID SECTION 27, THENCE N.89°27'42"W. ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 261.02 FEET, THENCE N.0°06'06"W. 54.66 FEET, THENCE N.43°49'18"E. 49.92 FEET, THENCE N.0°06'06"W. 249.24 FEET, THENCE N.89°57'48"E. 295.50 FEET, THENCE S.0°06'06"E. 342.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.26 ACRES OF LAND.

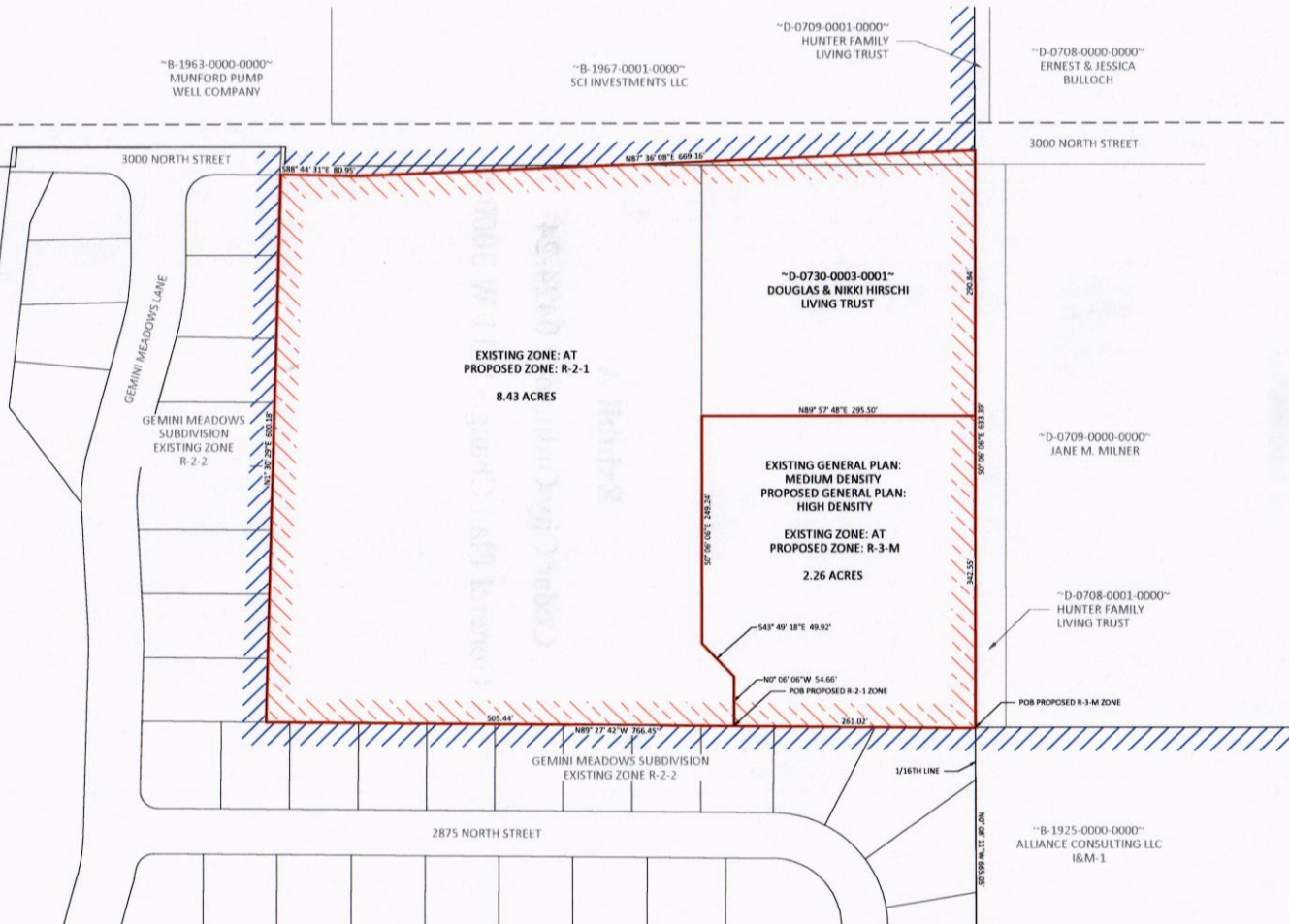
AT TO R-2-1

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N.89°57'39"E. ALONG THE EAST-WEST QUARTER SECTION LINE 1338.59 FEET, THENCE N.0°08'11"W. 665.05 FEET, THENCE N.89°27'42"W. 261.02 FEET TO THE TRUE POINT OF BEGINNING; THENCE N.89°27'42"W. ALONG THE BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 505.44 FEET, THENCE N.01°30'29"E. ALONG THE EASTERN BOUNDARY LINE OF GEMINI MEADOWS SUBDIVISION 600.18 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 3000 NORTH STREET, THENCE S.88°43'11"E. ALONG SAID RIGHT-OF-WAY LINE 80.95 FEET, THENCE N.87°36'08"E. ALONG SAID RIGHT-OF-WAY 669.16 FEET, THENCE S.0°06'06"E. 290.84 FEET, THENCE S.89°57'48"W. 295.50 FEET, THENCE S.0°06'06"E. 249.24 FEET, THENCE S.43°49'18"E. 49.92 FEET, THENCE S.0°06'06"E. 54.66 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 8.43 ACRES OF LAND.



N87°29'57"W. 2058.86'



W1/4 CORNER SEC. 27,
 T. 35S., R. 11W., SLB&M;
 N: 125640.273, E: 107630.310
 1584 IC&C



SE CORNER OF
 SW1/4 NW1/4
 N89°57'39"E. 5351.86'
 4013.27'
 1/4 SECTION LINE
 BASIS OF BEARINGS

E1/4 CORNER SEC. 27,
 T. 35S., R. 11W., SLB&M;
 N: 125640.935
 E: 112982.169
 2007 IC&C

GENERAL PLAN AND ZONE CHANGE MAP FOR
 DOUGLAS & NIKKI HIRSCHI LIVING TRUST
 WITHIN THE NW1/4 OF SECTION 27, T. 35 S., R. 11 W., SLB&M
 IRON COUNTY, UTAH

DRAWN BY:
 H.K. HULET
 CHECKED BY:
 R.B. PLATT
 DATE: Apr 22, 2024
 SCALE: 1" = 60'

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into this _____ day of April 2024 by and among the City of Cedar City, a Utah municipal corporation, hereafter referred to as "City" and the Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017, hereafter referred to as "Owner". The Owner is the owner of the property contained in The Creekside Homesteads (the "Project"). The City and Owner are sometimes collectively referred to in this Agreement as the "Parties".

RECITALS

A. Cedar City, acting pursuant to its authority under Utah Code Annotated §10-9a-102(2) as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Project and, in exercise of its legislative discretion, has elected to enter into this Agreement.

B. Owner is the owner of certain real property located in Cedar City, Utah and desires to develop the property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of Cedar City's general plan, zoning, and development regulations in order to receive the benefit of zoning designations under the terms of this Agreement as more fully set forth herein.

C. The Project is arranged on Iron County Parcel Number D-0730-0003-0000 (8.77 acres) located on or about 1711 W 3000 N, Cedar City, Utah, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

D. Parties acknowledge that on ***City Council Approval Date***, the City Council approved the Project Property to be rezoned to R-2 Residential (Dwelling, Single Unit) and R-3 Residential (Dwelling, Multiple Unit) with the understanding that the Parties would enter this Agreement. This Agreement is to regulate the intended land uses, densities, and residential uses within the Project. It is anticipated that the Project will be developed in a manner to accommodate a mix of single-family and multiple-family dwelling units.

E. The Owner may complete the Project in one or more phases pursuant to one or more complete development applications to the City for development of a portion of the Project.

F. Owner and City desire to allow the Owner to make improvements to the Property and develop the Project pursuant to City ordinance, policies, standards, and procedures.

G. The Cedar City Council has authorized the negotiation of and adoption of a development agreement which advances the policies, goals, and objectives of the Cedar City General Plan, and preserve and maintain the atmosphere desired by the citizens of the City. Moreover, the Owner has voluntarily agreed to the terms of this Agreement and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the regulations of the land use ordinances.

H. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution ***Resolution Number***, a copy of which is attached to this Agreement as Exhibit "B".

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. Recitals.

The recitals set forth above are incorporated herein by this reference.

II. Exhibits.

The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

- Exhibit A - Legal Description of Property
- Exhibit B - Adopting Resolution

III. Owner Obligations.

A. Completion of the Project. Owner agrees to construct and complete the Project in accordance with City Ordinance and dedicate to the City all roads and other applicable public infrastructure included within the Project, to the extent that such roads and other public infrastructure are located outside of the proposed Planned Unit Development (PUD) and are to be operated by the City. On ***City Council Approval Date***, the Cedar City Council granted the requested zone change on the Project's Property contingent upon the satisfaction of certain conditions. Owner hereby agrees to satisfy all conditions imposed by the Cedar City Council, namely:

- i. the Project will contain a maximum unit count of 38 in the area zoned as R-2 Residential (Dwelling, Single Unit) and a maximum unit count of 32 in the area zoned as R-3 Residential (Dwelling, Multiple Unit),
- ii. the multiple dwelling uses in the Project area zoned as R-3 Residential (Dwelling, Multiple Unit) shall be limited to townhomes, and
- iii. Except as otherwise stated herein, Owner agrees to satisfy all requirements and conditions imposed by the City Council pursuant to the City's ordinances, policies, standards, and procedures. Owner acknowledges that over time City ordinances, policies, standards, and procedures may change. Owner's vesting rights in City ordinances, policies, standards, and procedures will be determined by City ordinance and the laws of the state of Utah.

B. Project Density and Lot Arrangement. The Parties acknowledge that the exact configuration of the final layout of the Project may vary due to the final road locations, market forces, and other factors that are unforeseeable. Owner may transfer the location of the dwelling units between and among each phases so long as (a) no transfer shall allow the Project to exceed

the Maximum Residential Dwelling Units set forth in this Agreement, and (b) all lots satisfy the minimum zoning requirements as specified in their respective zone.

IV. Vested Rights and Reserved Legislative Powers.

- A. Zoning; Vested Rights. The City has zoned the Property R-2-1 and R-3-M as shown on the City's zoning map and the zoning for City accommodates and, except as expressly limited in this Agreement, allows all development contemplated by City ordinance, City engineering standards, and this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Owner all rights to develop the Project in fulfillment of this Agreement. The Parties specifically intend that this Agreement grant to Owner "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. 10-9a-509. As of the date of this Agreement, City confirms that the uses, configurations, densities, and other development standards reflected in this Agreement are approved under, and consistent with, City's existing laws, Zoning Map, and General Plan including, without limitation, the proposal allowing for 38 single-family dwelling units and 32 dwellings permitted in the R-3-M zone within the Project Property. At the completion of all of the development on the entire project in accordance with the approved plans, Owner shall be entitled to have developed the maximum residential units as specified in and pursuant to this Agreement. This is subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.
- B. Reserved Legislative Powers. Owner acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Owner with respect to use under the zoning designations of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, which the City's land use authority finds, on the record, are necessary to prevent a physical harm to third parties, which harm did not exist at the time of the execution of this Agreement, and which harm, if not addressed, would jeopardize a compelling, countervailing public interest pursuant to Utah Code Ann. 10-9a-509(1)(a)(i), as proven by the City by clear and convincing evidence. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless in good faith the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
- C. Application under City's Future Laws. "Future Laws" means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project and which may or may not be applicable to the development application depending upon the provisions of this Agreement.

Without waiving any rights granted by this Agreement, Owner may at any time, choose to submit a development application for the entire Project under the City's Future Laws in effect at the time of the development application so long as Owner is not in current breach of this Agreement.

V. Term.

This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten (10) years from its date of recordation in the official records of the Iron County Recorder's Office. For good cause, the City Council may grant an extension of the ten (10) year term limit. The Parties acknowledge that if this agreement were to terminate, any unplatted land will revert back to the City's Annex Transition (AT) zone.

VI. General Provisions.

- A. Notices. All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be in writing and shall be sent registered or certified mail to:

If to City: Cedar City Corporation
10 N. Main St.
Cedar City, Utah 84720

If to Owner: Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017
1711 W 3000 N
Cedar City, Utah 84721

Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

- B. Mailing Effective. Notices given by mail shall be deemed delivered upon deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

- D. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- E. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Owner represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Owner and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.
- F. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the Parties.
- G. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Iron County Recorder's Office. The Parties agree to, in good faith, apply for, grant, and approve such amendments to this Agreement as may be necessary or reasonably required for future phases consistent with this Agreement and with the approval granted by the Cedar City Council.
- H. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Owner's ability to complete the Project is not defeated by such severance.
- I. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The Parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Iron County, Utah, and the Parties hereby waive any right to object to such venue.
- J. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.
- K. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.
- L. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

- M. Assignment. The rights of the Owner under this Agreement may be transferred or assigned, in whole or in part. Owner shall give notice to the City of any assignment at least thirty (30) days prior to the effective date of the assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Owner complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Owner's sale of completed subdivision lots within the Project.
- N. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.
- O. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the Parties.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above:

OWNER:

Douglas H. and Nikki E. Hirschi Living Trust dated November 27, 2017

By: _____

Printed Name: _____

Title: _____

STATE OF)

:ss.

COUNTY OF)

On this _____ day of _____ 2024, personally appeared before me _____ who duly acknowledged to me that he signed the above and foregoing document.

NOTARY PUBLIC

CITY:

GARTH O. GREEN
MAYOR

[SEAL]

ATTEST:

RENON SAVAGE
CITY RECORDER

STATE OF UTAH)

:ss.

COUNTY OF IRON)

This is to certify that on the ____ day of April 2024, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Garth O. Green, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Garth O. Green and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC

